

<p>1. 通用信息</p> <p>1.1. 宜致汽车安全系统（常熟）有限公司（以下简称“ISI”）与所有向ISI交付产品或提供服务的供应商或公司（以下简称“供应商”）之间的法律关系受本通用采购条款（以下简称“GCP”）的约束。</p> <p>1.2. 在没有其他明确书面约定的情况下，本GCP应适用于ISI作为买方、委托方或定作人的所有订单、采购计划协议、计划协议解除、委托协议和合同，或ISI以其他方式签订的与购买产品和货物以及向ISI提供其他服务有关的协议。</p> <p>1.3. 本GCP适用于供应商与 ISI 之间的整个业务关系。因此，本GCP也适用于今后的所有交易，ISI 无需另行提及。本GCP也适用于在业务关系范围内已签订的合同，即使未单独提及其有效性。</p> <p>1.4. 本GCP可在网站www.isi.com/automotive上查阅。ISI有权随时修订本 GCP。修订后的 GCP 在网站www.isi.com/automotive上公布后即生效。供应商有责任定期了解GCP的当前状态。任何适用于已签订但尚未完全履行的合同的GCP修订，均须 ISI 与供应商之间达成书面协议。</p> <p>1.5. 本GCP的适用具有排他性；在每次交付产品或提供服务时，供应商承认本GCP具有排他的效力。供应商的条款和条件将不适用，即使供应商在其报价、订单或委托确认函或其他法律声明中特别提及其条款和条件，也不适用。ISI无需反对供应商的任何条款和条件；ISI 的履约行为不构成对供应商任何条款和条件的同意。</p> <p>2. 合同订立与合同修订</p> <p>2.1. 框架协议、谈判协议中的备忘录、订单、验收单、计划协议或计划协议解除、供应合同以及ISI与供应商之间将签订的其他法律交易及其修订和补充协议均必须以书面形式订立。所有此类协议均可单独起草和签署。但是，订单和计划协议解除也可以自动创建，并通过电子邮件或其他数据传输方式发送，无需签字也具有法律效力。此外，如果传输带有原始签名的文件的扫描件、数字副本或复印件，或使用DocuSign应用程序进行签名，则也符合书面形式的要求。</p> <p>2.2. 供应商应在收到订单后立即书面确认ISI的订单，最迟七天内确认。在收到订单确认函之前，ISI有权随时撤销订单并取消订购。</p> <p>2.3. ISI与供应商之间的合同应始终以ISI的订单内容和本GCP的内容为准，无论报价如何。如果订单中的价格和/或交付日期尚未确定，供应商应在回复的订单确认函中明确说明所提供的价格和/或交付日期。在这种情况下，</p>	<p>1. General information</p> <p>1.1. The legal relationships between iSi Automotive (Changshu) Co., Ltd. (hereinafter referred to as "ISI") on the one hand and all suppliers or companies providing a delivery or service to ISI (hereinafter referred to as "SUPPLIER") on the other hand are governed by these General Conditions of Purchase (hereinafter referred to as "GCP").</p> <p>1.2. Insofar as nothing else has been expressly agreed in writing, these GCP shall apply to all orders, schedule agreements, schedule agreement releases, contracts and agreements in which ISI is the buyer, client or work commissioner or which ISI otherwise concludes in connection with the purchase of products and goods and the provision of other services to ISI.</p> <p>1.3. These GCP apply to the entire business relationship between the SUPPLIER and ISI. These GCP shall therefore also apply to all future transactions without ISI having to refer to them separately. These GCP shall also apply to contracts already concluded within the scope of the business relationship, even if no separate reference was made to their validity.</p> <p>1.4. These GCP are made available on the website www.isi.com/automotive. ISI is entitled to amend these GCP at any time. Such amendments shall become effective upon publication of the amended GCP on the website www.isi.com/automotive. It is the SUPPLIER's responsibility to keep itself regularly informed of the current status of the GCP. Any amendment of the GCP applicable to contracts already concluded but not yet fully performed requires a written agreement between ISI and the SUPPLIER.</p> <p>1.5. These GCP apply exclusively; with each delivery or service the SUPPLIER acknowledges the exclusive validity of these GCP. Terms and conditions of the SUPPLIER do not apply, in particular not even if the SUPPLIER refers to its terms and conditions in its offers, order or order confirmations or other legal statements. ISI shall not be required to object to any terms and conditions of the SUPPLIER; performance by ISI shall not constitute consent to any terms and conditions of the SUPPLIER.</p> <p>2. Conclusion of contract and contract amendments</p> <p>2.1. Framework agreements, agreements in negotiation protocols, orders, acceptances, schedule agreements or schedule agreements releases supply contracts and other legal transactions to be concluded between ISI and the SUPPLIER as well as their amendments and supplements must be made in writing. All such agreements may be drawn up and signed in separate copies. However, orders and schedule agreements releases can also be created automatically and sent by email or other data transmission and are also legally valid without a signature. Furthermore, the written form requirement is also fulfilled if scans, digital copies or photocopies of the document bearing the original signature are transmitted or if the signature is made using the DocuSign application.</p> <p>2.2. The SUPPLIER shall confirm orders from ISI in writing immediately, at the latest within seven days of receipt. ISI is entitled to revoke an order at any time until receipt of this confirmation and to withdraw from an order insofar as the confirmation is not received by ISI in due time.</p> <p>2.3. Contracts between ISI and the SUPPLIER shall always be concluded with the content of ISI's order and the content of these GCP, irrespective of the offers made. If prices and/or delivery dates are not yet fixed in an order, SUPPLIER shall clearly state the prices and/or delivery</p>
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<p>只有当ISI以书面形式明确接受该订单确认函时，合同才算订立。</p> <p>2.4. 将订单全部或部分分包给第三方时需要ISI的事先明确的书面同意；这不适用于仅限于向供应商供应部件或材料的第三方订单。</p> <p>3. 价格、发票和付款条件</p> <p>3.1. 除非另有约定，否则价格始终以人民币（CNY）报价，并保证为固定价格。在相应合同的有效期内不允许涨价。</p> <p>3.2. 价格包括完成交付货物或提供服务所需的所有费用，以及所有关税和其他费用（特别是运输、装运、包装和标签）。只有在个别情况以明确书面同意的情况下，才能将额外费用、附加费、额外收费或任何形式的额外成本添加到价格中。</p> <p>3.3. 如果报价为“不含包装”，则包装应按成本价收取并单独列出。可重复使用的包装应由供应商收回并支付报酬。</p> <p>3.4. 供应商应及时自费办理执行和履行合同所需的所有进口执照或进口许可证以及其他民法和公法许可证或确认函。</p> <p>3.5. 发票应在完成货物交付或履约后可以电子方式发送给ISI（电子发票优先），并应至少说明ISI的订单号、订单日期和订单中要求的标识，作为付款的前提条件。电邮地址可以在订单或计划协议中找到。</p> <p>3.6. 发票必须遵循订单顺序逻辑，并为每个订单项目单独定价。发票还必须符合适用的增值税法规定。</p> <p>3.7. 寄错地址的发票或存在事实或计算缺陷或错误的发票在更正之前不构成到期，且ISI可随时退回。</p> <p>3.8. 付款期从ISI验收完整、无缺陷的货物或服务并收到正确开具的发票和与货物或服务有关的所有文件后开始计算。</p> <p>3.9. 如果货物或服务无缺陷且完整，并且发票正确开具，则付款应在90天内付清，除非合同或订单中另有明确书面约定。转账付款单的出具日期对判断付款及时性具有决定性作用。</p> <p>4. 交付、风险转移、日期和数量</p> <p>4.1. 如果没有其他明确的书面约定，则应按照《国际贸易术语解释通则（2020年）》以DDP方式交付至ISI指定的地点或收货点。</p> <p>4.2. 约定的交付日期具有约束力。提前交付须经ISI同意。除非另有约定，否则应在周一至周五8:30-17:00交付货物或提供服务。</p>	<p>dates offered in the order confirmation to be returned. In this case, a contract is only concluded when ISI expressly accepts such an order confirmation in writing.</p> <p>2.4. The full or partial subcontracting of an order to third parties requires the express, prior and written consent of ISI; this does not apply to orders from third parties which are limited exclusively to the supply of components or material to the SUPPLIER.</p> <p>3. Prices, invoicing and terms of payment</p> <p>3.1. Unless otherwise agreed, prices are always quoted in Chinese Yuan (CNY) and are guaranteed fixed prices. An increase in prices is excluded for the duration of the respective contract.</p> <p>3.2. The prices include all expenses that are necessary for the complete provision of the delivery or service, as well as all customs duties and taxes and other costs (in particular for transport, shipping, packaging and labeling). Additional fees, surcharges, extra charges or additional costs of any kind may only be added to the prices if this has been expressly agreed in writing in the individual case.</p> <p>3.3. If the price is quoted "excluding packaging", the packaging shall be charged at cost price and shown separately. Reusable packaging shall be taken back and remunerated by the SUPPLIER.</p> <p>3.4. The SUPPLIER shall be responsible for procuring all import licenses or import permits as well as other civil and public law permits or confirmations required for the execution and performance of the contract in good time and at its own expense.</p> <p>3.5. The invoice can be sent to ISI electronically after complete delivery or performance (e-invoice is preferred) and shall at least state ISI's order number, the date of the order and the identification required in the order as a prerequisite for payment. The electronic postal address can be found in the order or the schedule agreements release.</p> <p>3.6. The invoice must follow the order logic and price each order item separately. The invoice must also comply with the provisions of the applicable VAT law.</p> <p>3.7. Incorrectly addressed invoices or invoices with factual or arithmetical defects or errors do not constitute a due date until they have been corrected and can be returned by ISI at any time.</p> <p>3.8. The payment period begins after acceptance of the complete and defect-free delivery or service by ISI and receipt of the properly issued invoice and all documents pertaining to the delivery or service.</p> <p>3.9. Provided that the delivery or service is free of defects and complete and the invoice is properly issued, payment shall be made within 90 days net, insofar as nothing to the contrary has been expressly agreed in writing in the contract or purchase order. The date on which the transfer order is issued shall be decisive for the timeliness of payment.</p> <p>4. Delivery, transfer of risk, dates and quantities</p> <p>4.1. Insofar as nothing else has been expressly agreed in writing, delivery shall be made DDP in accordance with Incoterms 2020 to the place or receiving point designated by ISI.</p>
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<p>4.3. 如有必要，供应商应免费提供图纸、技术计算书和其他技术文件。</p> <p>4.4. 如果预见到延迟交付的情形，供应商必须立即通知ISI并告知将来何时发生交付或服务（新的交付日期）。ISI有权撤销合同或接受新的交付日期。</p> <p>4.5. 如果供应商最迟未在约定的交付日期前在约定的履行地点按照合同规定提供无缺陷的交付或服务，则属于违约。如果需要进行安装和/或组装，最迟也必须在约定的交付日期前进行且完成。如果待安装或组装的货物或产品不符合合同要求且ISI因此不能验收的，则上述规定也同样适用。</p> <p>4.6. 如果超过交付日期，ISI有权全部或部分撤销合同。供应商应对因超过交付日期而造成的或与之相关的所有损失向ISI负责。此外，供应商尤其应向ISI偿付因未遵守交付日期而产生的与交付过程有关的单独要求的工具/服务（起重机、升降平台、第三方人员）的任何费用（即使供应商对未遵守交付日期没有过错）。</p> <p>4.7. 如果发生交付违约，无论过错如何，每延迟一周，ISI还有权要求支付相应订单总价值1%的合同违约金，合计最高不超过总订单价值的10%。ISI保留要求进一步损害赔偿的权利。无条件接受延迟（部分）交付不应被视为放弃与延迟交付或履约有关的合同违约金和/或其他权利和索赔。</p> <p>4.8. 在计划协议解除的情况下，应由ISI确定部分交付的数量和日期。预期需求或预期取消数量的通知不构成买断义务。</p> <p>4.9. 如果订购数量交付过多和/或过少以及提前交付，ISI保留拒绝接受货物的权利，费用由供应商承担，或相应地对发票进行估价。</p> <p>4.10. 供应商承诺获取所有法律要求的文件（如原产地证书、海关文件、安全数据表），并在交付时一并移交。运往中国的货物必须以ISI的名义采用中性包装并提供中性文件。应向ISI提供交付文件的副本。</p> <p>4.11. 供应商承诺不交付保留所有权的产品、货物和其他服务。这意味着供应商在交付产品、货物和其他服务后，无保留地将全部所有权转让给ISI。因此，ISI最迟在产品、货物和服务移交时成为所有者。如果向第三方交付货物，ISI最迟应在相关产品和服务移交给第三方时成为所有者。此外，交付或服务必须不受任何第三方权利（特别是留置权）的约束。</p>	<p>4.2. The agreed delivery date is binding. Advance deliveries are only permitted with ISI's consent. Insofar as not otherwise agreed, deliveries or services shall be made Mon- Fri 8:30-17:00.</p> <p>4.3. Drawings, technical calculations and other technical documentation shall, if necessary, be supplied by the SUPPLIER free of charge.</p> <p>4.4. Insofar as delays in delivery are foreseeable, the SUPPLIER must notify ISI immediately and inform ISI by when the delivery or service will take place (new delivery date). ISI is entitled to withdraw from the contract or to accept the new delivery date.</p> <p>4.5. Default occurs if the SUPPLIER has not provided the delivery or service in accordance with the contract, free of defects and in full at the agreed place of performance by the agreed delivery date at the latest. If installation and/or assembly is to be carried out, this must also be performed and completed by the agreed delivery date at the latest. This shall also apply if the goods or the product to be installed or assembled are not in accordance with the contract and are therefore not accepted by ISI.</p> <p>4.6. If the delivery date is exceeded, ISI is entitled to withdraw from the contract in whole or in part. The SUPPLIER shall be liable to ISI for all damages arising out of or in connection with exceeding the delivery date. In addition, the SUPPLIER shall reimburse ISI in particular for any costs incurred due to non-compliance with the delivery date for separately requested tools/services in connection with the delivery process (cranes, lifting platforms, third-party personnel) (even if the SUPPLIER is not at fault for the non-compliance).</p> <p>4.7. In the event of delivery default, ISI is also entitled to demand a contractual penalty of 1% of the total gross order value of the respective order for each commenced week of delay, irrespective of fault, up to a maximum of 10% of the total gross order value. The right to claim further damages remains reserved. The unconditional acceptance of a delayed (partial) delivery shall not be deemed a waiver of the contractual penalty and/or other rights and claims in connection with the delayed delivery or service.</p> <p>4.8. In the case of schedule agreements releases, ISI shall determine the quantity of and the dates for the partial deliveries. Notifications of the expected demand or the expected quantity to be called off shall not constitute an obligation to accept.</p> <p>4.9. ISI reserves the right to refuse acceptance of the delivery at SUPPLIER's expense or to value the invoice accordingly in the event of over- and/or under-deliveries of ordered quantities as well as in the event of premature delivery.</p> <p>4.10. The SUPPLIER undertakes to procure all legally required documents (e.g. certificate of origin, customs documents, safety data sheets) and to hand them over with the delivery. Deliveries to China must be made in neutral packaging and with neutral documents in the name of ISI. A copy of the delivery documents shall be provided to ISI.</p> <p>4.11. The SUPPLIER undertakes not to deliver products, goods and other services under retention of title. This means that SUPPLIER transfers full title to ISI without reservation upon delivery of the products, goods and other services. ISI therefore becomes the owner at the latest when the products, goods and services are handed over. If a delivery is made to a third party, ISI shall become the owner at the latest when the relevant products and goods are handed over to the third party.</p>
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<p>4.12. 向ISI交付货物时，供应商应仅使用完全符合中国法规并按照中国包装法规获得许可的适当包装，并应根据ISI的要求随时向其出具预许可证书。</p>	<p>Furthermore, the delivery or service must be free from all third-party rights (in particular liens).</p>
<p>5. 保修/责任</p>	<p>4.12. When making deliveries to ISI, the SUPPLIER shall only use proper packaging that fully complies with Chinese regulations and is licensed in accordance with the Chinese Packaging Ordinance and shall issue ISI with pre-licensing certificates at any time upon request.</p>
<p>5.1. 货物或服务的验收和检查应在收到货物或服务后的合理时间内进行。收货部门出具的收据不构成验收声明。供应商放弃对逾期通知缺陷的抗辩权。即使在ISI没有立即通知任何可见缺陷的情况下，ISI也不会因此而丧失权利。</p>	<p>5. Warranty/liability 5.1. Acceptance and inspection of the delivery or service shall take place within a reasonable time after receipt of the delivery or service. Receiving receipts issued by the goods receiving department do not constitute an acceptance declaration. The SUPPLIER waives the objection of late notice of defect. There shall be no loss of rights at the expense of ISI even and in particular if ISI does not immediately give notice of any visible defects.</p>
<p>5.2. 保修期应为12个月，自验收完整无缺陷的货物或服务之日起，或自ISI在其业务运营中使用货物或服务的日期起，以较晚者为准。只要（例如在部分交付或服务的情况下）进行了最终验收，保修期就从成功的最终验收开始。</p>	<p>5.2. The warranty period shall be 12 months from the date of acceptance of the complete and defect-free delivery or service or from the date on which ISI uses the delivery or service in its business operations, whichever occurs later. Insofar as (for example in the case of partial deliveries or services) a final acceptance is carried out, the warranty period begins with the successful final acceptance.</p>
<p>5.3. 对于验收时无法识别的缺陷和其他隐藏缺陷，保修期应从缺陷被识别时才开始计算。</p>	<p>5.3. For defects that were not recognizable at the time of acceptance and for other hidden defects, the warranty period shall only commence at the time the defect is recognized.</p>
<p>5.4. 如果保修期与基于单独的明示和书面协议的交付项目的特定使用寿命相关联（例如，在设备或工具交付的情况下），则该使用寿命应以交付项目在连续三班制运行中的使用情况为基础。</p>	<p>5.4. Insofar as a warranty period is linked to a specific service life of the delivery item on the basis of a separate express and written agreement (e.g. in the case of the delivery of plants or tools), such a service life shall be based on the use of the delivery item in continuous three-shift operation.</p>
<p>5.5. 如果交付货物给第三方，则上述第5.1至5.4点的规定应相应适用。保修期自第三方验收合格之日起计算。</p>	<p>5.5. In the case of delivery to third parties, the above provisions of points 5.1 to 5.4 shall apply accordingly. The warranty period shall commence upon acceptance by the third party.</p>
<p>5.6. 供应商保证货物或服务具有承诺和通常假设的属性，可以按预期使用，并且符合本GCP中规定的商定质量要求。</p>	<p>5.6. The SUPPLIER warrants that the delivery or service has the promised and usually assumed properties, can be used as intended and also meets the agreed quality requirements set out in these GCP.</p>
<p>5.7. 供应商应自行选择并自费通过改进或更换有缺陷的货物或服务来修复货物或服务中的缺陷。供应商应承担不存在缺陷和缺陷微不足道的举证责任。</p>	<p>5.7. Defects in the delivery or service shall be remedied by the SUPPLIER, at ISI's option and at SUPPLIER's expense, by improvement or replacement of the defective delivery or service. The burden of proof for the non-existence of defects and for the mere insignificance of a defect lies with the SUPPLIER.</p>
<p>5.8. 如果供应商无法进行维修或更换，或未能及时遵守相应要求，最迟在十个日历日内，ISI有权要求降价，或者在缺陷并非轻微的情况下，要求全部或部分取消（撤销）合同。此外，ISI有权自行修复缺陷或由第三方修复缺陷，费用由供应商承担；这也适用于因特别紧急而需要立即修复缺陷的情况。对供应商的任何其他索赔权利不受影响。</p>	<p>5.8. If the SUPPLIER is unable to carry out the repair or replacement or fails to comply with a corresponding request without undue delay, at the latest within a period of ten calendar days, ISI is entitled to demand a price reduction or, insofar as the defect is not merely minor, the cancellation of the contract in whole or in part (rescission). Furthermore, ISI shall be entitled to remedy the defect itself or have it remedied by a third party at the SUPPLIER's expense; this shall also apply in cases where immediate remedy of the defect is necessary due to particular urgency. Any other claims against the SUPPLIER remain unaffected.</p>
<p>5.9. 此外，供应商承诺，除轻微缺陷外，向ISI支付订单金额5%的合同违约金，以支付缺陷造成的管理费用，无论是否存在过错。</p>	<p>5.9. Furthermore, the SUPPLIER undertakes, except in the case of a minor defect, to pay ISI a contractual penalty of 5% of the order amount to cover the administrative expenses caused by the defect, irrespective of fault.</p>
<p>5.10. 对于ISI因供应商交付的货物或服务的缺陷而产生的或遭受与之相关的所有损害和不利因素，供应商应负责，特</p>	

<p>别是检查、分类、测试、维修、储存、退货、运输、差旅和人员费用。此外，供应商还应间接损失和经济损失、利润损失、第三方索赔造成的损失以及ISI或ISI客户因供应商的货物或服务缺陷而遭受的其他损害负责。</p> <p>5.11. 如果第三方因供应商提供的货物或服务存在缺陷或供应商的任何其他不履行或履约缺陷，或因供应商的延误而以任何形式向ISI提出索赔，供应商应赔偿并使ISI免受此类索赔造成的所有不利影响（包括与第三方发生争议的费用）。</p> <p>5.12. 根据法律规定，供应商应对人身伤害、财产损失和经济损失负责。</p> <p>5.13. 供应商应对其分包商或次级供应商的货物和服务负责，并对其分包商或次级供应商遵守本GCP的情况负责。供应商必须始终对其分包商或次级供应商的专业资格、适用性、可靠性和诚信度感到满意，并要求向ISI确认这一点。</p> <p>5.14. 供应商承诺应ISI的要求向其提供有关其交付产品的信息，例如，立即报告制造商、进口商或上游供应商，并向ISI提供所有适当的证据，以对抗三方产品责任索赔。</p> <p>5.15. 供应商承诺充分投保产品责任风险，并要求向ISI提供适当的充分保险证明。</p> <p>6. 提供材料、生产资料和技术文件</p> <p>6.1. ISI向供应商提供的物品，特别是原材料、主要材料、工具、其他生产资料、模具、样品、模型、剖面图、图纸、标准表、打印模板、量具等（“提供的物品”）始终属于ISI的财产。供应商应以适当的方式免费将其标记为ISI的财产，并与供应商的财产分开存放。若ISI要求，应确认其接收情况。</p> <p>6.2. 提供的物品只能用于为ISI提供货物或服务之目的，不得转交给第三方或用于其他目的。这同样适用于使用提供的物品制造的产品。</p> <p>6.3. 供应商必须保护提供的物品，防止未经授权的检查和和使用。供应商应自费进行任何必要的维护和检查工作，并在需要时自费修理或更换提供的物品。如果发生价值减少或损失，供应商必须提供赔偿。</p> <p>6.4. 供应商应自费为提供的物品购买足够的保险，并在ISI要求时向其提供证明。</p> <p>6.5. 供应商因延迟供应物品而提出的所有索赔均不包括在内。</p>	<p>5.10. The SUPPLIER shall be liable for all damages and disadvantages incurred by ISI arising out of or in connection with the defectiveness of a delivery or service by the SUPPLIER, in particular for costs of inspection, sorting, testing, repair, storage, return, transportation, travel and personnel. In addition, the SUPPLIER shall also be liable for consequential damages and financial losses, loss of profit, damages from third-party claims, and other damages incurred by ISI or ISI's customers in connection with defective deliveries or services of the SUPPLIER.</p> <p>5.11. Insofar as and to the extent that claims are asserted against ISI by third parties in any form whatsoever due to a defect in the goods or services provided by the SUPPLIER or any other non-performance or defective performance by the SUPPLIER or due to a delay on the part of the SUPPLIER, the SUPPLIER shall indemnify and hold ISI harmless from and against all disadvantages (including the costs of the dispute with the third party) resulting from such a claim.</p> <p>5.12. The SUPPLIER is liable for personal injury, property damage and financial loss pursuant to the statutory provisions.</p> <p>5.13. The SUPPLIER is liable for the deliveries and services of its subcontractors or sub-suppliers and for compliance with these GCP by its subcontractors or sub-suppliers. The SUPPLIER must always satisfy itself with the professional qualifications, suitability, reliability, and integrity of its subcontractors or sub-suppliers and confirm this with ISI upon request.</p> <p>5.14. The SUPPLIER undertakes to provide ISI with information regarding the products delivered by it on request, e.g., to report manufacturers, importers or upstream suppliers immediately and to provide ISI with all appropriate evidence for the defence against third-party product liability claims.</p> <p>5.15. The SUPPLIER undertakes to ensure the product liability risk sufficiently and provide ISI with suitable proof of sufficient insurance cover upon request.</p> <p>6. Provision of materials, means of production and technical documents</p> <p>6.1. Items provided by ISI to SUPPLIER, such as in particular raw materials, primary materials, tools, other means of production, moulds, samples, models, profiles, drawings, standard sheets, print templates, gages and the like (the "items provided") are and remain the property of ISI. They shall be marked by the SUPPLIER free of charge in a suitable manner as the property of ISI and stored separately from the property of the SUPPLIER. Their acceptance shall be confirmed upon request of ISI.</p> <p>6.2. The provided items may only be used to perform deliveries or services for ISI and may not be passed on to third parties or used for other purposes. The same applies to the products manufactured with the items provided.</p> <p>6.3. The SUPPLIER must secure the items provided against unauthorized inspection and use. The SUPPLIER shall carry out any necessary maintenance and inspection work at its own expense and, if required, repair or replace the items provided at its own expense. In the event of diminution in value or loss, the SUPPLIER must provide compensation.</p> <p>6.4. The SUPPLIER shall adequately insure the items provided at its own expense and provide ISI with proof of this upon request.</p>
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<p>6.6. 提供的物品最迟应在货物交付或服务完成或相关合同关系终止后不经要求退还给ISI。此外，ISI有权随时要求归还提供的物品。</p> <p>6.7. 供应商无权留置所提供的物品。</p> <p>7. 备件和交付准备</p> <p>7.1. 供应商承诺在正常技术使用期间提供备件，但至少交付项目后15年内以合理条件提供备件。</p> <p>7.2. 如果供应商在上述期限届满后停止供应备件，或在此期间停止供应交付项目，则应给予ISI下最终订单的机会。</p> <p>8. 质量要求</p> <p>8.1. 所有货物和服务应具有承诺的属性，特别是订单或计划协议中规定的属性，以及通常假定的（习惯）属性。它们必须遵守适用的安全法规、法律、条例和其他标准、最新技术和相关技术标准。</p> <p>8.2. 如果供应商交付直接生产材料（即ISI直接用于为客户制造产品的产品），则供应商有义务实施并遵守现行版本的《ISI汽车供应商质量手册》。除本GCP和相应合同外，《ISI汽车供应商质量手册》也具有约束力，并将在供应商要求时提供给供应商。</p> <p>8.3. 供应商承诺实施并遵守关于化学品注册、评估、授权和限制（欧盟REACH法规）的欧盟第1907/2006号法规和/或任何其他补充、修订或取代该法规的法规。</p> <p>8.4. 供应商承诺遵守所有产品安全法规，特别是关于通用产品安全的欧盟第2023/988号法规和/或补充、修订或取代该法规的任何其他法规，并向ISI提供相关产品安全法规要求的所有技术文件、说明、安全信息和其他信息。</p> <p>8.5. 此外，供应商保证遵守欧盟第2017/821号法规，该条例规定了来自受冲突影响和高风险地区的锡、钽、钨及其矿石和黄金的欧盟进口商的供应链尽职调查义务，以及《多德-弗兰克华尔街改革和消费者保护法》（美国）和/或任何补充、修订或取代该法规的法规。供应商还有义务提供有关矿产和金属的使用和来源的信息和文件（如冲突矿产报告模板[CMRT]），并确保其供应链也履行了上述法规规定的所有义务。</p> <p>8.6. 供应商应实施有效的环境保护政策，以尽量减少其货物在生产、使用和处置过程中对环境造成的影响。其供应链内生产的所有货物以及使用的材料和物质必须符合设计、开发、运输、使用、处置或回收的环境标准。供应商应支持以积极主动的方式应对环境挑战，并应始终努力推广环保技术。</p>	<p>6.5. All claims for compensation of the SUPPLIER due to late provision are excluded.</p> <p>6.6. The items provided shall be returned to ISI without request at the latest upon completion of the delivery or service or upon any other termination of the relevant contractual relationship. In addition, ISI is entitled to demand the return of the items provided at any time.</p> <p>6.7. The SUPPLIER has no right of retention to the items provided.</p> <p>7. Spare parts and readiness for delivery</p> <p>7.1. The SUPPLIER undertakes to supply spare parts for the period of normal technical use, but at least 15 years after delivery of the delivery item at reasonable conditions.</p> <p>7.2. If the SUPPLIER ceases to supply spare parts after the expiry of the above period or ceases to supply the delivery item during this period, ISI shall be given the opportunity to place a final order.</p> <p>8. Quality requirements</p> <p>8.1. All deliveries and services shall have the promised properties, in particular those stated in the order or in the schedule agreement, as well as the usually assumed (customary) properties. They must comply with the applicable safety regulations, laws, ordinances and other standards, the state of the art and the relevant technical standards.</p> <p>8.2. In the event that the SUPPLIER delivers direct production material (i.e. products that ISI uses directly to manufacture products for customers), the SUPPLIER shall be obliged to implement and comply with the ISI Automotive Supplier Quality Manual (iASQM) in its current version. The iASQM is binding in addition to these GCP and the respective contract and will be made available to the SUPPLIER upon request.</p> <p>8.3. The SUPPLIER undertakes to implement and comply with Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and/or any other regulation that supplements, amends or replaces it.</p> <p>8.4. The SUPPLIER undertakes to comply with all product safety regulations, in particular Regulation (EU) No 2023/988 on general product safety and/or any other regulation that supplements, amends or replaces it, and to provide ISI with all technical documentation, instructions, safety information and other information required by the relevant product safety regulations.</p> <p>8.5. In addition, the SUPPLIER guarantees compliance with Regulation (EU) 2017/821 laying down supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold originating from conflict-affected and high-risk areas and the Dodd-Frank Wall Street Reform and Consumer Protection Act (USA) and/or any rule that supplements, amends or replaces it. It is also obliged to provide information and documentation (e.g. Conflict Minerals Reporting Template [CMRT]) on the use and origin of the minerals and metals concerned and to ensure that all obligations under the provisions of the aforementioned regulations are also fulfilled by its supply chain.</p> <p>8.6. The SUPPLIER shall pursue an effective environmental protection policy to minimize the environmental footprint of its goods during production, use and disposal. All goods produced within its supply chain and the materials and substances used must comply with environmental standards for design, development,</p>
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<p>8.7. 供应商承诺根据ISO 9001、ISO 14001和IATF 16494，在其服务和货物中尽可能应用质量保证和能源与环境管理原则。此外，应ISI要求，供应商应与ISI签订质量目标协议。</p> <p>8.8. 对于系统或机器的交付，供应商应根据中国法律提供符合性声明（如CCC标志）。对于安装在ISI设计和建造的系统中的子组件的交付，供应商必须提供组件合规声明。</p> <p>9. 合规</p> <p>9.1. 供应商承诺按照经济合作与发展组织（OECD）制订的《跨国公司行为准则》，包括联合国关于反腐败、反竞争行为、知识产权保护、公司和个人数据保护、出口限制、利益冲突的指导原则，诚实公正地行事。</p> <p>9.2. 供应商承诺（i）不允许使用童工和青少年（雇佣年龄必须符合国际劳工组织（ILO）公约的要求）；（ii）不接受任何形式的强迫劳动和人口贩运；（iii）根据工业标准和国际劳工组织公约，发放工资、社会福利、工作时间、加班费和所有其他法律规定的额外服务。</p> <p>9.3. 供应商保证（i）其员工能够与管理层公开谈论工作条件，而不必担心报复、恐吓或威胁；（ii）其员工有权根据国际劳工组织公约加入工会、员工代表或劳资委员会；（iii）其员工有权获得安全无危险的工作场所，确保并最好超过适用的最低职业安全标准；（iv）不接受对其员工的任何形式的歧视或威胁。</p> <p>9.4. 供应商应尽最大努力在其上游供应链中传递上述义务，要求其供应商履行相应义务，并定期检查供应链中这些义务的遵守情况。</p> <p>9.5. 如果供应商违反第9点的规定，则应赔偿ISI因此而产生的所有损害和费用。</p> <p>9.6. 如果供应商严重违反第9点规定的义务，ISI有权立即终止与供应商的所有现有合同，恕不另行通知。</p> <p>10. 访问权 - 审计</p> <p>10.1. ISI、ISI的客户及其各自的代表有权在正常营业时间检查供应商的生产设施，并提前（至少三天）发出通知，并有权作为中央审计计划的一部分和/或临时进行适当的监控审计。</p> <p>10.2. 供应商还必须允许其分包商或次级供应商进行此类访问或审计。</p>	<p>shipping, use, disposal or recycling. The SUPPLIER shall support a proactive approach to environmental challenges and shall always endeavor to promote environmentally friendly technologies.</p> <p>8.7. The SUPPLIER undertakes to apply the principles of quality assurance and energy and environmental management according to ISO 9001, ISO 14001 and IATF 16494 in the performance of its services and deliveries as far as possible. In addition, SUPPLIER shall conclude a quality target agreement with ISI at ISI's request.</p> <p>8.8. For deliveries of systems or machines, SUPPLIER shall provide the declaration of conformity in accordance with Chinese law (e.g. CCC mark). For deliveries of sub-assemblies that are installed in systems designed and constructed by ISI, the SUPPLIER must submit the corresponding declarations of incorporation.</p> <p>9. Compliance</p> <p>9.1. The SUPPLIER undertakes to act honestly and fairly in accordance with the OECD Guidelines and Principles for Multinational Enterprises, including the UN Guiding Principles on: anti-corruption, anti-competitive behaviour, protection of intellectual property, protection of company and personal data, export restrictions, conflicts of interest.</p> <p>9.2. The SUPPLIER undertakes (i) not to tolerate child and youth labor (the age of employment must comply with the requirements of the ILO (International Labour Organization) conventions); (ii) not to accept any form of forced labor and human trafficking; (iii) to grant wages, social benefits, working hours, overtime compensation and all other legally regulated additional services in line with industry standards and in accordance with the ILO conventions.</p> <p>9.3. The SUPPLIER guarantees that (i) its employees are able to speak openly with the management about working conditions without fear of reprisals, intimidation or threats; (ii) its employees have the right to join trade unions, employee representatives or works councils in accordance with the ILO conventions; (iii) its employees have the right to a safe and non-hazardous workplace that ensures and ideally exceeds the applicable minimum standards for occupational safety; (iv) not to accept any form of discrimination or threat to its employees.</p> <p>9.4. The SUPPLIER shall make its best efforts to pass on the above obligations within its upstream supply chain, to oblige its suppliers accordingly and to regularly check compliance with these obligations in the supply chain.</p> <p>9.5. If the SUPPLIER violates the provisions of this point 9, it shall compensate ISI for all damages and costs incurred as a result.</p> <p>9.6. In the event of a material breach of the obligations under this point 9 by the SUPPLIER, ISI shall be entitled to terminate all existing contracts with the SUPPLIER with immediate effect without notice.</p> <p>10. Right of access - Audit</p> <p>10.1. ISI, ISI's customers, and their respective representatives are entitled to inspect SUPPLIER's production facilities during normal business hours with (at least three days') prior notice and to carry out appropriate monitoring audits as part of the central audit planning and/or on an ad hoc basis.</p> <p>10.2. The SUPPLIER must also allow such access or an audit at its subcontractors or sub-suppliers.</p>
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<p>11. 保密和数据保护</p> <p>11.1. 供应商承诺将ISI或ISI关联公司向其披露的与业务关系有关的所有信息（“保密信息”）视为机密，并对其保密，不向第三方披露，并确保其不被第三方掌握。供应商应仅将任何保密信息用于向ISI交付货物或提供服务中。本第11.1点规定的所有义务在下文中统称为“保密义务”。</p> <p>11.2. 如果供应商意识到保密信息已被第三方掌握，或保密文件已丢失或损毁，供应商应立即通知ISI。</p> <p>11.3. 保密义务适用于供应商的所有相关员工、分包商和次级供应商，以及供应商一方业务关系中涉及的任何其他方。供应商承诺将保密义务告知上述人员和公司，并要求他们履行相应的保密义务。</p> <p>11.4. 在任何情况下，只要供应商拥有保密信息，ISI与供应商之间的合同关系终止后，保密义务仍然有效。</p> <p>11.5. 在与ISI的业务关系范围内，供应商承诺遵守适用的法定数据保护法规（如《通用数据保护条例》（GDPR）、中国《个人信息保护法》以及适用的本国数据保护法）。</p> <p>11.6. 供应商明确保证，其将实施和维护适当的技术和组织措施以及其他保障措施，以确保ISI任何信息或数据的适当安全。</p> <p>11.7. 特别是，供应商应确保ISI的数据或信息受到密码保护，并应尽商业上合理的努力防止密码被盗或丢失，或防止未经授权访问或防止使用此类数据或信息。</p> <p>11.8. 供应商承诺立即通知ISI有关供应商系统的任何网络安全事件（特别是对此类系统的任何攻击和/或危害）。供应商承诺，对于ISI因供应商系统的网络安全事件而遭受的任何不利和损害，供应商将全额赔偿ISI并使其免受损害。</p> <p>11.9. 如果发生涉及供应商系统的网络安全事件，ISI有权进行合理的调查，费用由供应商承担，以确定ISI（和/或其客户）的哪些数据和信息是否以及在何种程度上以何种方式受到该网络安全事件的影响。供应商应提供任何必要或有用的协助。在不影响ISI可能拥有的任何其他权利和补救措施的情况下，ISI有权扣留向供应商支付的所有款项，直至该等调查完成。</p> <p>11.10. 因供应商系统的网络安全事件而延迟向供应商付款不应构成延迟付款。</p> <p>11.11. ISI有权自行或通过委托代表在每日历年访问供应商的营业场所一次，检查供应商的业务运营情况，包括技术基</p>	<p>11. Confidentiality and data protection</p> <p>11.1. The SUPPLIER undertakes to treat all information disclosed to it by ISI or by companies affiliated with ISI in connection with the business relationship (“confidential information”) as confidential and to keep it secret, not to disclose it to third parties and to ensure that it does not come into the possession of third parties. The SUPPLIER shall use any confidential information exclusively for the performance of deliveries or services to ISI. The obligations under this point 11.1 in their entirety are hereinafter referred to as the “duty to observe secrecy”.</p> <p>11.2. If the SUPPLIER realizes that confidential information has come into the possession of a third party or that a confidential document has been lost or destroyed, the SUPPLIER shall inform ISI immediately.</p> <p>11.3. The duty to observe secrecy extends to all relevant employees, subcontractors and sub-suppliers of the SUPPLIER as well as any other parties involved in the business relationship on the SUPPLIER’s side. The SUPPLIER undertakes to inform the aforementioned persons and companies of the duty to observe secrecy and to oblige them to maintain secrecy accordingly.</p> <p>11.4. The duty to observe secrecy shall survive the termination of the contractual relationship between ISI and the SUPPLIER in any event as long as the SUPPLIER is in possession of confidential information.</p> <p>11.5. Within the scope of the business relationship with ISI, SUPPLIER undertakes to comply with the applicable statutory data protection regulations (such as the General Data Protection Regulation or “GDPR”, Personal Information Protection Law of P.R. China and applicable national data protection laws).</p> <p>11.6. The SUPPLIER expressly warrants that it shall implement and maintain appropriate technical and organizational measures and other safeguards for the proper security of any information or data of ISI.</p> <p>11.7. In particular, the SUPPLIER shall ensure that ISI’s data or information is password protected and shall use commercially reasonable efforts to prevent password theft or loss or unauthorized access to or use of such data or information.</p> <p>11.8. The SUPPLIER undertakes to notify ISI immediately of any cybersecurity incident regarding the SUPPLIER’s systems (in particular of any attacks on and/or compromise of such systems). The SUPPLIER undertakes to fully indemnify and hold ISI harmless from and against any disadvantages and damages suffered by ISI arising out of or in connection with a cybersecurity incident regarding the SUPPLIER’s systems.</p> <p>11.9. In the event of a cybersecurity incident involving SUPPLIER’s systems, ISI shall be entitled to conduct reasonable investigations at SUPPLIER’s expense to determine whether and, if so, which data and information of ISI (and/or its customers) is affected by the cybersecurity incident, to what extent and in what way. The Supplier shall provide any necessary or useful assistance. Without prejudice to any other rights and remedies ISI may have, ISI shall be entitled to withhold all payments to SUPPLIER until such investigation has been completed.</p> <p>11.10. Delayed payments to SUPPLIER due to a cybersecurity incident regarding SUPPLIER’s system shall not constitute a delay in payment.</p>
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<p>基础设施、信息或数据系统、系统交互、组织、生产质量、质量控制和保证，以及参与向ISI交付货物和服务的人员，以检查供应商所欠的交付或服务。</p> <p>11.12. ISI有权根据与供应商供货或服务相关的数据和信息的类型和保护要求，要求其采取适当的安全措施，并提供ISI汽车行业客户（汽车制造商[OEM]）指定的供应商运营中所需的信息安全水平证明，特别是通过出示适当的证书（例如ISO/IEC 27001“信息技术 - IT安全程序 - 信息安全管理系统 - 要求”）或根据VDA模型TISAX（可信信息安全评估交换）进行测试。</p> <p>11.13. ISI和供应商可根据TIMAX约定一段合理的时间对场地进行初步测试。</p> <p>12. 第三方权利、知识产权</p> <p>12.1. 供应商应确保产品及其制造工艺以及货物和服务不侵犯任何第三方权利（特别是专利权、使用权、版权、商标权或其他知识产权）。</p> <p>12.2. 供应商应承担因侵犯第三方权利而产生的任何费用和损害，并应全额赔偿ISI，使其免受第三方因侵犯其权利而向ISI提出的任何索赔。</p> <p>12.3. 供应商无权使用ISI的商标、徽标、公司、名称或商号、专利、实用新型、版权或其他知识产权。未经ISI事先书面同意，供应商不得通过营销措施或任何其他方式公布其是ISI的合同合作伙伴或供应商的事实。</p> <p>13. 转让、抵消、保留权</p> <p>13.1. 未经ISI事先书面同意，供应商无权将其对ISI的全部或部分请求权转让给第三方，也无权让第三方取得这些请求权。</p> <p>13.2. 供应商无权用任何请求权抵消ISI的请求权（“抵消禁令”）。</p> <p>13.3. 供应商没有保留权。特别是，在发生争议时，供应商无权扣留货物或服务，也无权暂停交付或停止服务。这也应特别适用于ISI拖欠支付价格或对适用价格有异议的情况。</p> <p>14. 误解、疏忽</p> <p>14.1. 供应商不得以误解或疏忽为由取消与ISI签订的合同。</p> <p>15. 合同终止</p> <p>15.1. 在不影响任何其他重要原因的情况下，ISI特别有权单方面终止与供应商的合同，并在以下情况下立即生效： (i) 已对供应商的资产启动破产程序，或； (ii) 破产程序的启动因费用负担不足而被驳回，或； (iii) 存在明显不可能及时履行合同的情形。</p>	<p>11.11. ISI is entitled, either itself or through a commissioned representative, to visit SUPPLIER's company premises once per calendar year to inspect SUPPLIER's business operations, including technical infrastructure, information or data systems, interaction of systems, organization, quality of production, quality control and assurance, and personnel involved in the deliveries and services for ISI, with regard to the deliveries or services owed by SUPPLIER.</p> <p>11.12. ISI is entitled, depending on the type and protection requirements of the data and information used in connection with SUPPLIER's deliveries or services, to demand appropriate security measures as well as proof of an appropriate level of information security in SUPPLIER's operations as specified by ISI's customers from the automotive industry (automotive manufacturers [OEM]), in particular by presenting suitable certificates (for example ISO/IEC 27001 "Information Technology - IT Security Procedures - Information Security Management Systems - Requirements") or testing according to the VDA model TISAX (Trusted Information Security Assessment Exchange).</p> <p>11.13. ISI and the SUPPLIER may agree on a reasonable period of time for the initial testing of a site according to TISAX.</p> <p>12. Third-party rights, intellectual property rights</p> <p>12.1. The SUPPLIER shall ensure that the products and their manufacturing processes as well as its deliveries and services do not infringe any third-party rights (in particular patent rights, rights of use, copyrights, trademark rights or other intellectual property rights).</p> <p>12.2. The SUPPLIER shall be liable for any expenses and damages arising from the infringement of third-party rights and shall fully indemnify and hold ISI harmless from and against any claims asserted by third parties against ISI in connection with the infringement of their rights.</p> <p>12.3. The SUPPLIER is not entitled to use trademarks, logos, companies, names or trade names, patents, utility models, copyrights or other intellectual property rights of ISI. The SUPPLIER shall not, without ISI's prior written consent, publicize the fact that it is a contractual partner or supplier of ISI, either through marketing measures or in any other way.</p> <p>13. Assignment, offsetting, right of retention</p> <p>13.1. The SUPPLIER is not entitled to assign its claims against ISI in whole or in part to third parties or to have them collected by third parties without ISI's prior written consent.</p> <p>13.2. The SUPPLIER is not entitled to set off any claims against claims of ISI ("offsetting ban").</p> <p>13.3. The SUPPLIER has no right of retention. In particular, the SUPPLIER is not entitled to withhold deliveries or services or to suspend its deliveries or services in the event of a dispute. This shall also and in particular apply in the event that ISI defaults on payment of the price or in the event of disagreement about the applicable price.</p> <p>14. Error, laesio enormis</p> <p>14.1. Any avoidance by the SUPPLIER of contracts concluded between the SUPPLIER and ISI on the grounds of error or laesio enormis is excluded.</p> <p>15. Termination of contract</p> <p>15.1. Without prejudice to any other important cause, ISI is in particular entitled to terminate a contract with the</p>
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<p>15.2. 如果货物或服务是在持续义务（固定或无固定期限）的框架内提供的，则应适用以下规定： ISI有权以书面形式终止固定或无固定期限的合同关系，但须在每个日历月的最后一天前提前两个月通知，除非另有明确书面约定。ISI还有权终止仅与个别货物或服务组件有关的合同关系。 供应商无权终止固定期限合同关系。除非另有明确书面约定，否则供应商可在任何日历月最后一天提前四个月发出通知后，以书面形式终止无固定期限持续义务。 合同双方因重要原因终止持续义务并立即生效的权利不受影响。</p> <p>15.3. 如果ISI有正当理由撤销合同，除非供应商已经为ISI提供了可用的部分服务，否则供应商将失去对报酬的任何索赔。如果供应商在合同解除原因的发生上存在过错，则除任何进一步索赔外，供应商还应赔偿因将订单分包给第三方而给ISI造成的任何额外费用。</p> <p>16. 不可抗力</p> <p>16.1. 不可抗力事件是指严重的、外部的、基本的事件或可归因于第三方人为行为的事件（特别是自然灾害、流行病、战争或类似战争的情况、恐怖主义行为或官方措施），这些事件（i）是例外的，（ii）在根据第2点签订合同时是不可预见的，并且（iii）即使采取了最大的谨慎措施，也无法预防或避免。</p> <p>16.2. 任何合同方的履约义务受到不可抗力事件的威胁或损害时，必须立即以书面形式通知其他合同方。在任何情况下，该信息都必须详细描述不可抗力事件及其对合同方履行义务的影响。受影响的合同方还必须自费：（i）尽一切可能消除或至少减轻中断和/或其影响，（ii）用尽一切替代手段和措施，以便继续按时足额提供所欠服务，（iii）立即以书面形式将在此情况下已经采取或将要采取的所有措施通知其他合同方。</p> <p>16.3. 如果并且在某种程度上，即使合同方在用尽第16.2点规定的所有措施后，仍因不可抗力事件而无法提供服务或无法完全或及时提供服务，则合同方应在中断期间和中断范围内善意履行其履约义务，并根据变化的情况进行调整。</p> <p>17. 适用法律、履行地、管辖地</p> <p>17.1. ISI与供应商之间的所有法律关系均应受中华人民共和国法律管辖，且排除（欧洲、中国和其他国家）法律冲突法的适用。</p> <p>17.2. 不适用 1980 年 4 月 11 日制定的《联合国国际货物销售合同公约》。</p>	<p>SUPPLIER unilaterally and with immediate effect if: (i) bankruptcy proceedings have been opened against the SUPPLIER's assets or; (ii) the opening of bankruptcy proceedings has been dismissed for lack of coverage of costs or; (iii) circumstances exist which make a timely performance of the contract obviously impossible.</p> <p>15.2. In the event that the delivery or service is provided within the framework of a continuing obligation (for a fixed or indefinite period), the following shall apply: ISI shall be entitled to terminate the fixed-term or indefinite-term contractual relationship in writing on the last day of each calendar month, subject to two months' notice, unless expressly agreed otherwise in writing. ISI is also entitled to terminate the contractual relationship with regard to individual delivery or service components only. The SUPPLIER is not entitled to terminate a fixed-term contractual relationship. Unless expressly agreed otherwise in writing, an indefinite continuing obligation may be terminated by the SUPPLIER in writing with four months' notice to the last day of any calendar month. The right of both contractual partners to terminate a continuing obligation for important cause with immediate effect shall remain unaffected.</p> <p>15.3. If ISI justifiably withdraws from the contract, the SUPPLIER shall lose any claim to the remuneration, unless it has already rendered usable partial services for ISI. If the SUPPLIER is at fault for the occurrence of the reason for rescission, the SUPPLIER shall, in addition to any further claims, also reimburse ISI for any additional costs incurred as a result of any subcontracting of the order to a third party.</p> <p>16. Force majeure</p> <p>16.1. Force majeure events are serious, external, elementary events or events attributable to the human actions of third parties (in particular natural disasters, pandemics, wars or war-like conditions, acts of terrorism or official measures) that (i) are exceptional, (ii) were unforeseeable at the time of concluding the contract pursuant to point 2 and (iii) cannot be prevented or rendered harmless even if the utmost care is taken.</p> <p>16.2. Any contractual partner whose performance obligations are threatened or impaired by force majeure events must immediately inform the other contractual partner in writing. In any case, this information must contain a detailed description of the force majeure event and the effects of this event on the contractual partner's performance obligations. The affected contractual partner must also, at its own expense, (i) do everything possible to eliminate or at least mitigate the disruption and/or its effects, (ii) exhaust all alternative means and measures in order to continue providing the services owed in full and on time, and (iii) inform the other contractual partner immediately in writing of all measures taken or to be taken in this context.</p> <p>16.3. If and to the extent that, even after exhausting all measures pursuant to point 16.2, a contractual partner is unable to provide its services or unable to do so in full or on time as a result of a force majeure event, the contractual partners shall fulfill their performance obligations for the duration and to the extent of the disruption in good faith and adapt pursuant to the changed circumstances.</p> <p>17. Applicable law, place of performance, place of jurisdiction</p> <p>17.1. All legal relationships between ISI and the SUPPLIER shall be governed by the laws of the People's Republic of China, excluding its (European, China and other) conflict of law rules.</p>
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<p>17.3. 除非另有明确约定，否则履行地点应为ISI的注册地（中国常熟）。</p> <p>17.4. 因ISI与供应商之间的所有合同而产生或与之相关的所有争议，均应提交上海国际仲裁中心予以裁决，仲裁地在上海，仲裁裁决为最终裁决。</p> <p>18. 最后条款</p> <p>18.1. 供应商同意基于同ISI的业务关系将个人数据从ISI转移到与ISI有关联的其他公司。</p> <p>18.2. 如果与供应商签订的合同中的个别条款（包括本 GCP）全部或部分无效、失效或不可执行，则不影响其余条款的有效性和可执行性。该无效、失效或不可执行的条款应被视为被有效和可执行的条款所取代，该条款在措施、时间、地点或适用范围方面与无效、失效或不可执行的条款所追求的经济目的最为接近。这一点同样适用于合同漏洞。</p> <p>18.3. 对合同的修订和补充必须以书面形式进行方可生效。这也适用于任何放弃书面形式要求的协议。</p> <p>18.4. 如果ISI要求提供与合同标的有关的信息或文件，供应商承诺随时自费向ISI提供这些信息或文件。</p> <p>18.5. 本GCP只有中文版本具有约束力。英文翻译仅供参考。</p> <p>时间：2024年7月30日</p>	<p>17.2. The application of the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods (UN Sales Convention), is excluded.</p> <p>17.3. Insofar as not expressly agreed otherwise, the place of performance shall be ISI's registered office (Changshu, China).</p> <p>17.4. All disputes arising out of or in connection with all contracts between ISI and the SUPPLIER shall be submitted to Shanghai International Arbitration Centre for arbitration. The arbitration place will be Shanghai and the arbitration award is final and binding.</p> <p>18. Final provisions</p> <p>18.1. The SUPPLIER consents to the transfer of personal data from ISI's business relationship to other companies affiliated with ISI.</p> <p>18.2. Should individual provisions of the contract with the SUPPLIER, including these GCP, be or become wholly or partially void, invalid or unenforceable, this will not affect the validity and enforceability of the remaining provisions. The void, invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that comes closest to the economic purpose pursued by the void, invalid or unenforceable provision in terms of measure, time, place or scope of application. The same applies to contractual gaps.</p> <p>18.3. Amendments and additions to the contract must be made in writing to be valid. This shall also apply to any agreement to waive the written form requirement.</p> <p>18.4. Insofar as ISI requires information or documents in connection with the subject matter of the contract, the SUPPLIER undertakes to make them available to ISI at any time at its own expense.</p> <p>18.5. Only the Chinese version of these GCP shall be binding. The English translation is for information purposes only.</p> <p>Status: 30.07.2024</p>
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