

General Terms and Conditions for the Purchase of Goods and Services in Business Relations

关于在商事关系中采购货物和服务的一般条款与条件

1. Scope of Application

- 1.1 These General Terms and Conditions for the Purchase of Goods and Services in Business Relations (hereinafter referred to as "these General Terms") apply to all purchase and sale contracts, contracts for work as well as other service contracts made with the supplier or other service provider (hereinafter referred to as "Supplier") by ETO Magnetic Technologies (Kunshan) Co., Ltd. (hereinafter referred to as "ETO Kunshan").
- 1.2 Any conflicting, deviating or supplementing general terms and conditions or standard clauses of the Supplier shall not apply unless ETO Kunshan has explicitly agreed to their application in writing. ETO Kunshan's unconditional acceptance of the deliveries and services while being aware of the Supplier's conflicting or deviating or supplementing general terms and conditions or standard clauses shall not be regarded as acceptance of such terms.
- 1.3 These General Terms also apply to any future purchase and sale contracts, contracts for work and other service contracts with the same Supplier, without ETO Kunshan being required to newly refer to these General Terms in each particular case.
- 1.4 Unless agreed otherwise in these General Terms, the statutory regulations regarding purchase and sales contracts, contracts for work as well as other service contracts shall apply exclusively.
- 1.5 Any legally relevant declarations and notifications to be made after conclusion of the contract by the Supplier to ETO Kunshan (e.g. setting of deadlines, reminders, notices of rescission) must be made in written form to be valid.

2. Conclusion of Contract

- 2.1 Orders shall be valid only if placed by ETO Kunshan in text form (Art. 11 Contract Law). Orders placed orally shall be binding only if confirmed by ETO Kunshan in text form (Art. 11 Contract Law).
- 2.2 In principle, the Supplier does not have to provide an order confirmation.
- 2.3 The order will be deemed accepted unless the Supplier objects to it within 3 working days following receipt of the order.
- 2.4 If the Supplier states to ETO Kunshan within 3 working days following receipt of the order that it accepts the order only subject to modifications, this will be deemed a binding offer by the Supplier and requires explicit acceptance by ETO Kunshan in text form (Art. 11 Contract Law).

3. Change of Quantity

- 3.1 ETO Kunshan reserves the right in view of increased requirements from its customers to raise the quantity ordered even after conclusion of the contract, as long as this is not unreasonable for the Supplier. If this leads to a change of the Supplier's costs and/or the delivery or service period required for performance of the contract, the price and/or the delivery or service period shall be adjusted such that the Supplier's interests are reasonably taken into consideration.
- 3.2 In case of reduced customer requirements of quantity, ETO Kunshan reserves the right to reduce the quantities ordered and/or cancel the order. Upon receipt by the Supplier of a corresponding written notice given by ETO Kunshan to the Supplier, the Supplier shall cease any work in relation to the concerned order. ETO Kunshan agrees to pay for any goods or services already accepted based on the price agreed with the Supplier. ETO Kunshan will also pay the Supplier the agreed price for services already rendered or for goods already finished and will reimburse the Supplier for any expenses for partially rendered services, partially finished items and/or for raw materials ordered in fulfillment of the order, provided that the provision of the services, completion of the goods, the expenses as well as the order of the raw materials were called for in the ordinary course of business at that time. The Supplier agrees to follow ETO Kunshan's instructions regarding use of such items or materials and to try, above all, to employ such goods or materials otherwise after the release by ETO Kunshan. The Supplier will further endeavor to employ released capacities otherwise.

4. Change of Circumstances

Where any major change which is unforeseeable, is not a business risk and is not caused by a force majeure occurs after the conclusion of a contract, if the continuous performance of the contract is obviously unfair to ETO Kunshan or to the Supplier or cannot realize the purposes of the contract, modifications to the contract shall be negotiated in good faith by the parties, taking into due account their mutual interests. If modifications to the contract cannot be agreed, the parties may dissolve the contract (Art. 97 Contract Law).

5. Force Majeure

- 5.1 The Supplier shall not be liable for non-performance of the order due to force majeure. If the force majeure occurs after a delayed fulfillment, the obligations of the Supplier concerned may not be exempted.

1. 适用范围

- 1.1 该关于在商事关系中采购货物和服务的一般条款与条件（以下称为“本一般条款”）适用于艾通电磁技术（昆山）有限公司（以下称为“艾通昆山”）与供应商或其他服务提供方（以下称为“供应商”）的所有买卖合同、承揽合同以及其他服务合同。
- 1.2 供应商的任何与本一般条款相冲突、相偏离或补充性的一般条款和条件或者格式条款不得适用，除非艾通昆山明确书面同意其适用。如果艾通昆山注意到供货方相冲突、相偏离或补充性的一般条款和条件或者格式条款，则艾通无条件受领供货和服务，不应当被视为对这种条款的接受。
- 1.3 本一般条款也适用于未来与相同供应商缔结的买卖合同、承揽合同以及其他服务合同，艾通昆山不必在单个特别情形下再次提出适用该一般条款。
- 1.4 除非本一般条款中另有约定，关于买卖合同、承揽合同以及其他服务合同的法律规定应排他地适用。
- 1.5 签订合同之后，供应商向艾通昆山作出的法律上相关的声明和通知（例如设定期限、催告、撤销的通知）必须以书面形式方得生效。

2. 合同的缔结

- 2.1 艾通昆山的订单以书面形式作出才生效（《合同法》第 11 条）。口头作出的要约只有在艾通昆山书面（《合同法》第 11 条）确认后才具有约束力。
- 2.2 供应商原则上不必提供订单确认。
- 2.3 除非供应商在收到订单后的三个工作日内表示反对，否则将视为订单已被接受。
- 2.4 如果供应商在收到订单后的三个工作日内向艾通昆山表示，仅在修改订单的情况下接受此订单，则该表示被视为供应商具有约束力的要约，艾通昆山的明示承诺应以书面形式作出（《合同法》第 11 条）。

3. 数量变更

- 3.1 如果艾通昆山的客户要求增加订购的数量，则艾通昆山保留在合同缔结后变更订单的权利，只要这对于供应商并非不合理。如果这一变更导致供应商成本变化，以及/或者履行合同所需的供货或服务时间变化，则应当调整价格以及/或者供货或服务时间，以合理考虑供应商的利益。
- 3.2 如果客户对数量的需求减少，艾通昆山有权减少订购的数量以及/或者取消订单。一旦收到艾通昆山相应的书面通知，供应商应当停止与所涉订单相关的所有工作。艾通昆山同意按照与供应商约定的价格支付其已经受领的货物或服务的价款。艾通昆山也将按照约定的价格向供应商支付已经提供的服务或已经完成的货物的价款，并将补偿供应商就部分提供的服务、部分完成的物品和/或为履行订单而订购的原材料所付出的成本，只要服务的提供、货物的完成、支出以及订购原材料是当时正常业务过程所要求的。供应商同意遵守艾通昆山关于使用该物品或材料的指示，并且在免于向艾通昆山给付之后首先尝试使用该货物或材料。供应商将进一步努力以其他方式使用因免于向艾通昆山给付而释放的给付能力。

4. 情势变更

合同成立以后客观情况发生了在订立合同时无法预见的、非不可抗力造成的不属于商业风险的重大变化，继续履行合同对于艾通昆山或供应商明显不公平，或者不能实现合同目的，双方当事人应当秉持诚实信用，并基于互相的利益对合同变更进行友好的协商。如果对于合同变更不能达成一致，则双方当事人可以解除合同（《合同法》第 97 条）。

5. 不可抗力

- 5.1 供应商因不可抗力不能履行订单的，对此不承担责任。供应商迟延履行后发生不可抗力的，不能免除责任。

- 5.2 The Supplier shall give ETO Kunshan written notice within 7 days after occurrence of such event and provide evidence issued by local notary within 15 days after occurrence of such event. Without such notification with accompanying proof, the postponement of delivery or service will not be accepted.
- 5.3 The Supplier shall take all reasonable precautions and measures to minimize the effects of force majeure.
- 5.4 If the force majeure goes on for more than 3 month the parties should settle the case by friendly negotiation as soon as possible. Should the parties fail to reach an agreement, either party may dissolve the contract by written notice.
- 5.5 Force majeure as used herein means objective situations which cannot be foreseen, avoided or overcome, including but not limited to fire, flood, typhoon, earthquake, epidemic, riot, war, quarantine and segregation. The other events such as equipment malfunction or lack of capital shall not be considered as force majeure.
- 6. Anticipatory Breach by Supplier**
Should the Supplier, before the period of performance expires, clearly indicate by word or by act that it will not or cannot perform its principal obligations, ETO Kunshan may cancel the order or dissolve the contract concluded under the order. The liabilities of the Supplier for non-performance shall remain unaffected.
- 7. Special Obligations of the Supplier**
- 7.1 As an expert in its field, the Supplier is aware of the needs and requirements of the automotive and/or mechanical engineering industry, particularly in terms of quality, costs and punctuality; the Supplier agrees to comply with such needs and requirements. The deliveries or services must live up to the rules and standards in this industry as well as to with the legal regulations and standards applicable in the areas of health, safety, environmental protection and labour law.
- 7.2 The Supplier agrees to indemnify ETO Kunshan with respect to any claims raised against ETO Kunshan resulting from any culpable breach of the Supplier's obligations referred to in this section of these General Terms. In such event, the Supplier shall be liable for all damage thereby caused to ETO Kunshan, to the extent that statutory provisions apply, including but not limited to loss of profits, business interruption costs, removal and/or reinstallation costs, storage costs, reprourement costs, loss of data, injury to reputation or loss of customers.
- 7.3 Based on the Regulations on the Safety Administration of Dangerous Chemicals, manufacturers of dangerous chemicals are obligated to provide safety date sheets, post or affix a chemical safety label on the package, including outer packaging.
- 7.4 No products of the ingredients of which are marked as prohibited (classification "P" Prohibited) in the "Global Automotive Declarable Substance List" ("GADSL"; see <http://www.gadsl.org>) may be delivered to ETO Kunshan. If the products to be supplied to ETO Kunshan contain substances which are considered declarable according to the GADSL (classification "D" Declarable), the Supplier shall inform ETO Kunshan accordingly without undue delay. This information obligation exists also if any substances used which have so far been permitted are classified as prohibited or declarable in any later version of the GADSL. A corresponding entry in the International Material Data System ("IMDS") shall not be deemed sufficient as information to ETO Kunshan. Furthermore, the Supplier agrees to comply with the Requirements for Prohibited Substances in Automobiles (GB/T 30512-2014).
- 8. Period of Delivery/Performance**
- 8.1 The delivery dates and performance periods specified in the order or the accepted offer (2.4.) are binding. The Supplier agrees to inform ETO Kunshan immediately in writing if circumstances are recognizable which indicate that an agreed delivery date or the agreed performance periods cannot be met.
- 8.2 If the Supplier delays in performance, ETO Kunshan may dissolve the contract, and/or claim damages, in accordance with the statutory regulations. In such case, ETO Kunshan has the right to obtain replacement elsewhere. In the event of default, the Supplier shall also be obligated, in particular, to reimburse ETO Kunshan for express freight charges becoming necessary or other additional costs incurred by reason of the delayed delivery or services.
- 9. Title Retention**
- 9.1 Title shall be transferred to ETO Kunshan unconditionally. Title to a delivery item shall pass to ETO Kunshan upon ETO Kunshan obtaining possession thereof. If ETO Kunshan has made any down-payments for the delivery item, title to it and/or to the raw materials used for such item and the semi-finished products shall pass proportionately to ETO Kunshan upon effecting such down-payment even before obtaining possession thereof, i.e. on a percentage basis according to the payment effected; ETO Kunshan acquires co-ownership proportionately according to the down-payment performed. In such case, until transfer of possession, the parties are deemed to have an indirect possession arrangement under which the Supplier shall procure for ETO Kunshan possession of the contractual items on a percentage basis in accordance with the down-payment made by ETO Kunshan.
- 5.2 供应商应在不可抗力事件发生后的七日内书面通知艾通昆山，并在不可抗力事件发生后的十五日内提交当地公证处出具的证明。如果供应商未能通知并附证据，则交货或服务的迟延将不被接受。
- 5.3 供应商应当采取一切合理的预防手段和措施来减小不可抗力的影响。
- 5.4 如果不可抗力情况持续时间超过三个月，双方当事人应当尽快友好协商达成一致处理意见。如果未能达成一致，任何一方当事人均可书面通知解除合同。
- 5.5 不可抗力是指不能预见、不能避免并不能克服的客观情况，包括但不限于火灾、洪水、台风、地震、流行病、暴乱、战争和检疫和隔离等。如设备故障或资金短缺等情况不被视为不可抗力。
- 6. 供应商预期违约**
如果供应商在履行期限届满前，明确表示或者以自己的行为表明不会或不能履行主要债务，则艾通昆山可以取消订单或者撤销根据订单缔结的合同。供应商的不履行责任不受影响。
- 7. 供应商的特别义务**
- 7.2 作为相应领域内的专家，供应商应当注意汽车和/或机械工程行业的需求和要求，特别是质量、成本和守时；供应商同意遵守这样的需求和要求。货物交付和服务提供应当符合该行业的规则 and 标准，以及在健康、安全、环境保护和劳动法领域所适用的法律规定和标准。
- 7.2 如果供应商因过错违反本一般条款本节所述的义务而导致艾通昆山面临索赔请求，则供应商同意向艾通昆山提供赔偿。在此情况下，供应商应当在法律规定的范围内，就对艾通昆山所造成的一切损失承担责任，包括但不限于利润损失、业务中断成本、拆卸和/或重新安装成本、仓储成本、重新采购成本、数据损失、商誉受损或客户流失。
- 7.3 根据《危险化学品安全管理条例》的规定，危险化学品生产企业应当提供化学品安全技术说明书，并在危险化学品包装（包括外包装件）上粘贴或者拴挂化学品安全标签。
- 7.4 不得向艾通昆山交付含有被《全球汽车物质申报清单》（“GADSL”；见 <http://www.gadsl.org>）列为禁止（“P”禁止级别）的物质的产品。如果向艾通昆山交付的产品含有被 GADSL 列为申报（“D”超出界限值时应申报）的物质，则供应商应当不延迟地通知艾通昆山。如果目前使用的物质被许可，但在 GADSL 未来版本中被列为禁止或申报，则适用该通知义务。《国际材料数据系统》（“IMDS”）中相应的条目不被视为艾通昆山获得充分的告知。此外，供应商同意遵守《汽车禁用物质要求》（GB/T 30512-2014）。
- 8. 交付/履行的期限**
- 8.1 订单或被承诺的要约（第 2.4 条）中确定的交付日期和履行期限具有约束力。如果供应商知晓情况变化导致约定的交付日期或履行期限无法实现，则其应当立即书面通知艾通昆山。
- 8.2 如果供应商迟延履行，则艾通昆山可以按照法律规定解除合同并/或要求赔偿。在此情况下，艾通昆山有权从别处获得替代给付。在违约的情况下，供应商尤其负有义务，向艾通昆山赔偿因交付或服务迟延而造成的必要的快运费或其他额外开支。
- 9. 所有权保留**
- 9.1 所有权应当无条件地转移给艾通昆山。艾通昆山一经取得交付物的占有，该物所有权即已转移给艾通昆山。如果艾通昆山已经就交付物支付预付款，则对交付物和/或为该物所用的原料和半成品的所有权应当按照已完成付款的比例转移给艾通昆山，所有权在完成预付款支付时已经转移，无需等待至取得占有；按照已经支付的预付款的比例，艾通昆山取得共同所有权。在此情况下，当事人被视为间接占有直至转移占有，据此，供应商应当根据艾通昆山的预付款的比例确保其对约定物的占有。

9.2 Any extended or prolonged retention of title shall be expressly excluded, which means that any retention of title validly declared by the Supplier shall be effective only until payment of the supplied goods and only for such goods.

10. Confidentiality

ETO Kunshan reserves the ownership and copyright to drawings, specifications, functional specification documents, files for electronic data processing, specimen as well as other documents; these documents shall be regarded as trade secrets and shall therefore be treated confidentially. They shall be used exclusively for the production in accordance with ETO Kunshan's order. Oral information provided by ETO Kunshan to the Supplier for the purpose of executing the order shall likewise be treated confidentially. Items produced based on ETO Kunshan's proposals and drawings may not be supplied to third parties or sampled by third parties without the previous written approval of ETO Kunshan. Drawings, specifications, functional specification documents, files for electronic data processing, specimen as well as other documents shall be returned to ETO Kunshan without request upon completion of the order, unless these have been used up in accordance with their purpose.

11. Warranty of Quality

- 11.1 If the supplied goods are defective or in case of any other poor performance by the Supplier, ETO Kunshan shall be fully entitled to the statutory rights.
- 11.2 Defectiveness shall particularly be deemed to exist if the supplied goods are not produced of the agreed material or do not comply with the instructions, specifications and/or drawings of ETO Kunshan. The Supplier shall be liable regardless of whether a hidden or obvious defect is concerned.
- 11.3 The Supplier agrees to undertake outgoing goods checks before the goods to be supplied are delivered to ETO Kunshan. ETO Kunshan shall meet the duty to examine and requirement to give notice of defects according statutory regulations. The duty to examine shall be limited to defects which are recognizable in the incoming goods check by way of sampling procedure conducting a visual examination (particularly with respect to transport damage as well as wrong and short delivery). ETO Kunshan will examine the goods after receiving it within the agreed period for examination, and in case that no period for examination is stipulated, will examine the goods within 5 working days after receiving the goods. ETO Kunshan will give immediate notice of any visible defects. Any defects not recognizable in such visual examination shall be notified by ETO Kunshan within 5 working days following their detection. The confirmation of receipt of the goods and the payment of the purchase price shall not be considered an approval by ETO Kunshan of the delivery. Where acceptance is required, no duty to examine and notify defects shall apply.
- 11.4 If the Supplier fails to meet its obligation to make subsequent performance within a reasonable period set by ETO Kunshan, ETO Kunshan may remove the defect itself and demand reimbursement from the Supplier for any expenses thereby incurred. In case of imminent danger or particular urgency (e.g. threat of unreasonable loss), no setting of a deadline shall be necessary. Before ETO Kunshan causes the defect to be removed itself, the Supplier will be notified accordingly.
- 11.5 ETO Kunshan's claims based on defects of the products delivered will become statute-barred based on the statutory regulations.

12. Product Liability

- 12.1 The Supplier will indemnify ETO Kunshan against damage claims made by third parties resulting from defective products to the extent that the cause of the defect derives from the Supplier's area of responsibility and the Supplier is directly liable in the external relationship.
- 12.2 Subject to the same conditions, the Supplier shall be obligated to indemnify ETO Kunshan against such expenses and costs which are incurred by or charged to ETO Kunshan in connection with necessary measures to avert danger, particularly any recall campaigns.
- 12.3 Insofar as possible and reasonable, ETO Kunshan will inform the Supplier in advance about any measures to avert danger and give the Supplier the opportunity to comment.
- 12.4 Additional statutory claims of ETO Kunshan based on product defects as well as claims and rights of ETO Kunshan based on warranty of quality remain unaffected.

13. Insurance

The Supplier shall maintain a product liability insurance cover as well as a recall campaign insurance policy, each with the terms and sums insured as are customary in the industry, and shall provide proof of such insurance cover to ETO Kunshan upon request. Maintaining such insurance cover shall not limit the Supplier's liability.

14. Intellectual Property

The Supplier shall be responsible for the validity of the intellectual property rights concerning the delivered goods as well as for the unlimited usability of the delivered goods in respect of the intellectual property rights of third parties. The Supplier warrants that no rights of third parties are infringed in connection

9.2 任何扩大或延长的所有权保留被明确排除，这意味着，供应商声明的所有权保留仅在为所供应的货物进行付款前有效，并且仅对该货物有效。

10. 保密

艾通昆山保留对图纸、规格、功能规格文件、电子数据处理文件、样本及其他文件的所有权和著作权；这些文件应当被视为商业秘密，因此应予保密。它们只能被用于依据艾通昆山的订单进行的生产。艾通昆山为执行订单而向供应商提供的口头信息也同样应予保密。根据艾通昆山的建议和图纸生产出的物品不得向提供给第三方，或由第三方采样，艾通昆山事先书面同意的除外。无要求，图纸、规格、功能规格文件、电子数据处理文件、样本及其他文件应在订单完成后返还给艾通昆山，除非它们已经按照其目的被用尽。

11. 质量保证

- 11.1 如果交付的货物有缺陷，或者供应商有其他的瑕疵履行，则艾通昆山有权行使其所有法定权利。
- 11.2 缺陷特别是指，交付的货物没有使用约定的材料生产，或者不符合艾通昆山的指示、规格和/或图纸。无论是否存在隐藏的或明显的缺陷，供应商均应承担责任。
- 11.3 供应商同意在把待供货物交付给艾通昆山之前进行出货检查。艾通昆山应当根据法律规定履行检验义务并通知缺陷情形。检验义务应当限于通过抽样程序对进货进行目视检测时可以识别的缺陷（尤其是运输损坏以及交货错误或交货不足）。艾通昆山应在约定的检验期间内检验货物，如果没有约定检验期间，则应当在收到货物的五个工作日内进行检验。艾通昆山应立即通知供货商任何可以目视的缺陷。对于任何在目视检验中不可见的缺陷，艾通昆山应在发现该缺陷后的五个工作日内通知供货商。收货确认和支付买价不应被视为艾通昆山对交付的认可。如果艾通昆山被要求接受交货，则对缺陷的检验和通知义务不适用。
- 11.4 如果供应商未能在艾通昆山给出的合理期限内履行补充履行的义务，则艾通昆山可以自行移除缺陷并要求供应商补偿任何由此产生的费用。在即将发生危险或特别紧急的情况下（例如有遭受重大损失之虞），无需设定最后的履行期限。艾通昆山在自行移除缺陷之前，应相应地通知供应商。
- 11.5 艾通昆山基于所交付的合同产品缺陷的请求权根据法律规定时效经过。

12. 产品责任

- 12.1 如果出自供应商责任领域的问题导致产品缺陷，第三方因此向艾通昆山提出索赔请求，在供应商在外部关系中直接承担责任的范围内，供应商将向艾通昆山进行赔偿。
- 12.2 在同样的前提下，对于为了避免危险，尤其是任何召回行动而产生的开支或向艾通昆山收取的费用，供应商应当向艾通昆山补偿该开支和费用。
- 12.3 在可能和合理的限度内，艾通昆山将提前告知供应商为避免危险所采取的任何措施，并给供应商以评议的机会。
- 12.4 艾通昆山因产品缺陷享有的其他法定请求权以及基于质量担保享有的请求权和权利不受影响。

13. 保险

供应商应当有产品责任保险，并有产品召回费用保险，保险条款和数额根据行业惯例而定；供应商应当根据艾通昆山的请求提供投保证明。供应商的保险不限制其责任。

14. 知识产权

供应商应当对所交付货物的知识产权的有效性负责，也应当确保所交付货物相对于第三方的知识产权具有无限可用性。供应商担保其供货不侵犯第三方的任何权利。如果第三方因知识产权被侵犯而向艾通昆山提出诉讼和/或请求权，则供应商应当予以赔偿。该赔偿

with its supply. The Supplier shall indemnify ETO Kunshan against any actions and/or claims raised by third parties against ETO Kunshan on the basis of the infringement of any intellectual property rights. This indemnification covers all expenses necessarily incurred by ETO Kunshan under or in connection with claims made against ETO Kunshan by third parties. The Supplier will support ETO Kunshan in the defense of such measures.

15. Price, Invoicing, Payment Terms

- 15.1 The prices stated in the order or in the accepted offer (2.4) are binding. These prices are fixed prices and cannot be changed unilaterally. The Supplier further agrees that it will reduce proportionally its quoted prices to ETO Kunshan, if there shall be a general reduction, before delivery, of similar items to the trade. Unless stated otherwise in the order, the delivery terms DDP ("Delivery Duty Paid" according to Incoterms 2010) are agreed.
- 15.2 Invoices shall be provided to ETO Kunshan immediately, i.e. without culpable delay, following completed delivery or service. Invoices must state the order date and number and must identify the delivered objects in correspondence with the concerned order or accepted offer (2.4). The Supplier must address the invoice to the address indicated on the face of the order form. Invoices must not be attached to the goods.
- 15.3 ETO Kunshan shall effect the payment at the agreed time. If the time for payment is not stipulated or not clearly stipulated, ETO Kunshan shall pay within 60 calendar days from receipt of a proper invoice, where necessary, within 60 calendar days from complete delivery and service and necessary acceptance of the delivery and service. If the payment is made within 30 calendar days, ETO Kunshan shall have the right to deduce a 2% discount from the net amount.

16. Packaging and Dispatch Documents

- 16.1 The Supplier agrees to package the delivery items such as required according to the type of the concerned objects and the kind of storage and shipment so as to ensure that the delivery items will be delivered to ETO Kunshan in an unobjectionable condition. In selecting the type of packaging, unreasonable environmental impact shall be avoided. The Supplier shall be liable for any and all damage (destruction, wrong quantities, partial loss, etc.) caused to the delivery items due to improper or inadequate packaging within the Supplier's responsibility.
- 16.2 ETO Kunshan will pay for packaging only if such payment has been specifically agreed.
- 16.3 The delivery notes must indicate the content of each shipment with the number of pieces and/or weight.

17. Assignment

Without the explicit written approval of ETO Kunshan the rights and obligations of the Supplier resulting from these General Terms may not be assigned.

18. Place of Performance

Unless otherwise provided in the order, place of performance shall be Kunshan, Jiangsu Province, PR China.

19. Validity

Should any provision in these General Terms prove to be void, ineffective or unenforceable, the validity of the remaining provisions shall not be affected. The parties will attempt to replace the void, ineffective or unenforceable provision with a valid and enforceable provision which comes closest to the financial purpose of such provision. The parties shall agree on such provision in written form by amending the contract as soon as possible after learning of the invalidity, ineffectiveness or unenforceability of such provision. This shall apply correspondingly also to the filling of any gaps in these General Terms.

20. Applicable Law

These General Terms shall be governed by and construed in accordance with the substantive law in force of the People's Republic of China, without recourse to its conflict law rules; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

21. Arbitration Clause

- 21.1 For the Supplier having its domicile in mainland of People's Republic of China (not including Hong Kong, Macau and Taiwan), any dispute arising from or in connection with these General Terms shall be settled amicably through friendly negotiation. In case no settlement can be reached, the dispute shall be submitted for arbitration to the Suzhou Arbitration Commission with venue in Suzhou in accordance with its rules of arbitration then in force. The arbitral award is final and binding upon both parties. The arbitration expenses and fee (including attorney fees) shall be borne by the losing party.
- 21.2 For the Supplier having its domicile in other countries/regions, any dispute arising from or in connection with these General Terms shall be settled amicably through friendly negotiation. In case no settlement can be reached, the dispute shall be submitted for arbitration to the Shanghai International Economic and Trade (SHIAC) in accordance with its rules of arbitration then in

覆盖了第三方对艾通昆山的请求或与之相关的所有必要费用。供应商应当向艾通昆山就防御此类请求提供支持。

15. 价格、发票、付款条件

- 15.1 订单或被承诺的要约（第 2.4 条）中确定的价格具有约束力。该价格是指固定价格，不得单方变更。此外，如果在交付前对交易类似物品有一般性减价，则供货商同意按比例降低艾通昆山应支付的价格。双方同意使用贸易术语 DDP（《国际贸易术语 2000》中的“完税后交付”）。
- 15.2 供应商应当在交货或服务完成后立即，也就是在没有有过错的延迟的情况下，向艾通昆山提供发票。发票应当说明订单日期和号码，并确认交付的标的物与相关订单或被承诺的要约（第 2.4 条）一致。供应商应当将发票寄至订单表格上显示的地址。发票不得附在货物上。
- 15.3 艾通昆山应当在约定的时间付款。如果付款时间没有约定或约定不明，艾通昆山将在收到适当发票的 60 日内付款，必要时，在交货或服务完成并验收后的 60 日内付款；如果在 30 日内付款，艾通昆山有权获得净价款 2% 的折扣。

16. 包装和发货文件

- 16.1 供应商同意按照有关物体的类型以及相关存储和装运类型的要求对交付的物品进行包装，以保证物品在交付给艾通昆山时处于无可置疑的状态。在选择包装类型时，应当包括不合理的环境影响。如果供应商在其责任范围内未能适当或充分地包装物品，则他对由此导致的交付物品的任何损害（毁坏、数量错误、部分损失等）承担责任。
- 16.2 仅在特别约定时，艾通昆山才为包装付款。
- 16.3 交货通知必须指明每批货物的内容，包括件数和/重量。

17. 转让

如果没有艾通昆山明确的书面同意，供应商根据本一般条款享有的权利和承担的义务不得转让。

18. 履行地

履行地为中华人民共和国江苏省昆山，除非订单里另有不同规定。

19. 有效性

如果本一般条款中的某条款被证实为无效、失效或不可执行，则其他条款的有效性不受影响。当事人应尽力以具有尽可能一致的经济目的的有效和可执行条款来取代无效、失效或不可执行的条款。在知晓条款的无效、失去效力或不可执行后，当事人应当立即以书面形式改订合同。以上也参照适用于本一般条款中任何漏洞的填补。

20. 适用的法律

本一般条款受中华人民共和国实体法的管辖并按其解释，不得诉诸其冲突法规则；《联合国国际货物销售公约》（CISG）不适用。

21. 仲裁条款

- 21.1 如果供应商的住所地位于中华人民共和国大陆境内（不包括香港、澳门和台湾），则对于因本一般条款产生的或与其相关的任何争议，双方应通过友好协商解决。如果不能解决，应将争议提交至苏州仲裁委员，根据其届时有效的仲裁规则在苏州仲裁解决。仲裁裁决是终局性的，对双方均有约束力。仲裁花销和费用（包括律师费）由败诉方承担。
- 21.2 如果供应商的住所地位于其他国家和地区，则对于因本一般条款产生的或与其相关的任何争议，双方应通过友好协商解决。如果不能解决，应将争议提交至上海国际经济贸易仲裁委员会（SHIAC，根据其届时有效的仲裁规则仲裁解决。每一方应指定一名仲裁员，第

force. Each party shall appoint one arbitrator, while the third presiding arbitrator shall be chosen by the other two arbitrators. Language of arbitration shall be English. The arbitral award is final and binding upon both parties. The arbitration expenses and fee (including attorney fees) shall be borne by the losing party.

22. Language

These General Terms are made out in English and Chinese. Should any conflict between the English version and Chinese Version arise, the English version shall prevail.

三名首席仲裁员应由其他两名仲裁员训责。仲裁语言为英语。仲裁裁决是终局性的，对双方均有约束力。仲裁花销和费用（包括律师费）由败诉方承担。

22. 语言

本一般条款用英文和中文拟就。如果英文版和中文版出现冲突，则以英文版为准。