Novelis Procurement Terms and Conditions
诺贝丽斯采购条款和条件

The terms and conditions set forth in this document ("Terms and Conditions") will apply to all purchases of goods, services, and combinations thereof made by Novelis Inc. or any of its affiliates that may purchase goods and/or services hereunder (each, a "Buyer") from you ("Seller") until such time as Buyer and Seller mutually agree and execute a revised edition of these Terms and Conditions or Buyer issues notice of their revocation.

本文件中规定的条款和条件（"**条款和条件**"）将适用于可能从贵方（"**卖方**"）购买本文件项下之货物和/或服务的 Novelis Inc.或其任何关联方（"**买方**"）进行的所有对货物、服务、以及货物和服务之结合的采购，直到**买方**和**卖方**达成合意并签署本**条款和条件**的修订版本或**买方**出具通知撤销该等**条款和条件**之时为止。

Additional terms, conditions, or instructions applicable to a particular purchase may be specified in (a) the body of a purchase order from Buyer and/or a contract that is separately executed by Buyer and Seller ("Commercial Terms and Conditions") and (b) releases or other ordering documents issued under the Commercial Terms and Conditions, if any, which may include, among other things, specific quantities, delivery schedules and/or dates (each a "Release" and together with the Commercial Terms and Conditions and these Terms and Conditions, the "Contract"). However, in no event shall any Release alter or otherwise modify any provision of the Commercial Terms and Conditions or these Terms and Conditions, and each Release shall be read as consistent with the Commercial Terms and Conditions and these Terms and Conditions, unless a provision therein is expressly referenced in the Release as being altered or modified by the Release, in which case the provision as altered or modified by the Release shall prevail. In the event of a conflict between the Commercial Terms and Conditions and these Terms and Conditions, the Commercial Terms and Conditions will prevail.

适用于某一特定的采购的其他条款、条件或指示可以在（a）**买方**的订单和/或**买方**和**卖方**另行签署的合同（"**商业条款和条件**"）的正文和（b）可能存在的包含（除其他事项外）具体的数量、交货时间表和/或日期的根据**商业条款和条件**签发的发货单或其他订购文件（单称"发货单"，和**商业条款和条件**与本**条款和条件**合称为"**合同**"）中明确。但是，在任何情况下，任何**发货单**不得更改或以其他方式修改**商业条款和条件**或本**条款和条件**的任何规定，且每项**发货单**应与**商业条款和条件**和本**条款和条件**理解为一致，除非某一条款在**发货单**中明确被引用且被更改或修改，在这种情况下，以**发货单**更改或修改的该条款为准。如果**商业条款和条件**与本**条款和条件**之间存在矛盾之处，则以**商业条款和条件**为准。

Each Release shall represent a separate Contract between Seller and the particular Buyer issuing such Release, and the obligations under such Contract shall be independent of and from the obligations under any other Release issued by any other Buyer. For the purposes of any Release, the term "Buyer" or "Novelis" as used in the Contract shall be deemed to refer only to the particular Buyer issuing such Release and not to any Buyer issuing any other Release. Accordingly, the parties expressly agree that no Buyer that signs the Commercial Terms and Conditions or these Terms and Conditions or that issues a Release shall have any direct or indirect liability or obligation for the failure of any other Buyer to perform its obligations under any Release issued by such other Buyer. If, however, multiple Releases are issued under a particular Commercial Terms and Conditions, the volume of goods and/or services purchased under all such Releases shall apply towards the applicable minimum committed volume, if any, under such Commercial Terms and Conditions, unless otherwise agreed by Buyer and Seller.

每项**发货单**均代表**卖方**与签发该**发货单**的特定**买方**之间的独立**合同**，且该**合同**项下的义务独立于任何其他**买方**签发的**发货单**项下的义务。对于任何**发货单**， 合同中所用的词语"**买方**"或"**诺贝丽斯**"，应视为仅指签发该**发货单**的特定**买方**，而不包括任何签发其他**发货单**的**买方**。因此，双方明确同意，签署**商业条款和条件**及本**条款和条件**或签发一项**发货单**的**买方，**对于任何其他**买方**在其签发的任何**发货单**项下未能履行义务，不承担任何直接或间接的责任或义务。但是，如果根据一项特定的**商业条款和条件**签发多项**发货单**，则在所有该等**发货单**项下购买的商品和/或服务的数量，均算作该**商业条款和条件**项下可适用的最低承诺量（如果有的话），除非**买方**和**卖方**另有约定。

1. Acceptance. Acceptance by Seller of the Contract is expressly limited to these Terms and Conditions and the Commercial Terms and Conditions and any other documents and materials incorporated in the Contract and shall constitute an agreement between Buyer and Seller for the purchase and supply of the goods and/or services covered by the Contract. **ANY TERMS AND CONDITIONS CONTAINED IN A PROPOSAL, QUOTATION, ACCEPTANCE, ACKNOWLEDGEMENT, INVOICE OR OTHER DOCUMENT OF SELLER WILL NOT CONSTITUTE A PART OF THE CONTRACT AND ARE HEREBY REJECTED UNLESS SUCH TERMS AND CONDITIONS ARE SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER.** Any acceptance or acknowledgment from Seller containing additional or different terms or conditions will constitute an acceptance of the Contract and such additional or different terms or conditions are rejected and shall not apply. In any event, any of the following acts by Seller will constitute unconditional acceptance of the Contract and of all the Commercial Terms and Conditions and the Terms and Conditions set forth herein: signing and returning a copy of the Contract or any part thereof; delivery of any of the goods and/or services ordered; informing Buyer in any manner of, or commencement of, performance hereunder in response to the Contract; or returning Seller's own form of acknowledgement (in which case any different or additional terms and conditions in such acknowledgement are rejected and shall not apply).

一、 接受。卖方对**合同**的接受应明确限于对本**条款和条件**、**商业条款和条件**以及并入**合同**中的任何其他文件和材料，并应构成**买方**和**卖方**之间就**合同**所涵盖之货物和/或服务的购买与供应达成的协议。**卖方的任何报价书、报价单、接受函、确认函、发票或其他文件中包含的任何条款和条件不构成合同的一部分并在此被拒绝，但该等条款和条件在买方的授权代表签署的书面文件中被明确同意的情形除外。卖方**的任何包含额外或不同条款或条件的接受或确认将构成对**合同**的接受，但该等额外的或不同的条款或条件被拒绝并且不予适用。在任何情况下，**卖方**的下列任一行为将构成对**合同**、所有**商业条款和条件**以及本文件项下之**条款和条件**的无条件接

受：签署并交还**合同**或其任何部分的一份文本；交付订购的任何货物和/或服务；就**合同**以任何方式通知**买方**履行、或开始履行本**条款和条件**；或交还**卖方**自有格式的确认函（在该等情形下，该等确认函中的任何不同的或额外的条款和条件均被拒绝并且不予适用）。

2. Invoices. Unless otherwise set forth in the Contract, Seller shall issue to Buyer a separate invoice for each delivery. Seller shall promptly submit correct and complete invoices with appropriate supporting documentation and other information reasonably required by Buyer after delivery of the goods and/or services, and Buyer may withhold payment of any invoice that it disputes until a correct and complete invoice and other required information is received and verified. All of Seller's obligations under the Contract shall continue unabated during any dispute. Unless freight or other charges are itemized, any discount will be taken on the full invoice amount.

二、 发票。除非**合同**中另有规定，**卖方**应就每次交付向**买方**出具单独的发票。**卖方**应在交付货物和/或服务之后立即交付正确并且完整的发票以及**买方**合理要求的适当支持性文件及其他信息，并且**买方**可以暂缓支付其提出异议的任何发票的相关款项，直至收到并核实了正确且完整的发票及其它要求提供的信息。在任何争议期间，**卖方**在**合同**项下的所有义务应持续如初。除货运费或其他收费逐条分项列出的情形外，任何折扣都应以发票全额为基础计算。

3. Deliveries. Deliveries of goods and/or services are to be made both in quantities and at times specified in the Contract. If a delivery is not expected to meet the delivery dates, specifications or quantities set forth therein, Seller shall promptly notify Buyer in writing and take such steps as may be necessary to expedite delivery; provided, however, that, if Buyer receives notice or otherwise expects that Seller will not meet the delivery dates, specifications or quantities set forth in the Contract, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel the applicable portion of the Contract by notice to Seller and arrange for the purchase of substitute goods and/or services elsewhere; provided, further, that if Buyer arranges for such substitute good and/or services elsewhere, Buyer may, at its option, without liability correspondingly reduce its purchase requirements under the Contract, if any. Shipments of goods in greater or lesser quantity than Buyer ordered may be returned at Seller's risk and expense. Seller will also pay any and all storage, drayage, demurrage, and other costs arising from the early or late delivery of goods and/or services, or otherwise arising from any cause other than the breach of the Contract by Buyer. Without limiting the foregoing, Seller shall insure the goods in transit until delivery to Buyer and shall be responsible for filing and pursuing claims with carriers for loss of, or damage to, goods in transit.

三、 交付。货物和/或服务的交付应按照**合同**中明确的数量和时间进行。如果交付预计将不符合**合同**中规定的交付日期、规格或数量，**卖方**应立即书面通知**买方**并采取必要措施加速交付，但是如果**买方**收到通知或者预期**卖方**将不符合**合同**中规定的交付日期、规格或数量，则**买方**在其享有的其他权利和救济之外，保留权利（并且就此不承担任何责任）通知**卖方**取消**合同**的有关部分并且安排从其他来源采购替代货物和/或服务；但是如果**买方**安排从其他来源采购该等替代货物和/或服务，**买方**可自行选择相应降低其在**合同**项下的购买要求（如有），并且无需就此承担任何责任。多于或少于**买方**订购数量的货物批次可予返还，相关风险和费用由**卖方**承担。**卖方**亦将支付因提前或延迟交付货物和/或服务、或者因**买方**违反**合同**之外的任何其他原因而产生的任何及所有仓储费、货运费、滞期费以及其他费用。在不限制前述条款适用性的前提下，**卖方**应为在途货物提供保险，直至其被交付给**买方**，并且应负责就在途货物的损失或损害向承运人提起和进行索赔。

4. Inspection/Rejection. Buyer's employees or agents may, prior to delivery and upon reasonable notice, at any reasonable time during Seller's normal business hours, enter Seller's premises (or any other location) to inspect and test the goods and/or services, Seller's manufacturing process and any raw materials or work-in-process that Seller will use in the manufacture of the goods or performance of the services for the purpose of confirming Seller's compliance with the requirements of the Contract. Seller shall, at its expense, furnish or cause to be furnished facilities, equipment and assistance reasonably necessary to ensure the safety and convenience of any such inspections. Buyer has the right to reject goods and/or services (or tender thereof) that do not conform strictly to Buyer's specifications or other requirements set forth in the Contract, without waiving Buyer's right subsequently to reject or revoke acceptance of such goods and/or services for any defects. Payment for the goods and/or services ordered hereunder shall not constitute acceptance thereof. With respect to any nonconforming or defective goods, Buyer may, at any time and in its sole discretion, in addition to any other rights , remedies or warranties available to Buyer by law or under the Contract, (i) reject and return any such goods to Seller for reimbursement, credit, replacement, or repair, at Buyer's direction, or (ii) correct, rework, or repair any such goods with all costs associated therewith to be charged to and paid by Seller. Any goods rejected by Buyer and returned to Seller will be returned at Seller's risk and expense, with the cost of repackaging, reshipping, handling, inspection, and any other costs incidental thereto to be paid by Seller. Neither the inspection of any goods or services, nor the failure to do so, before or after delivery to Buyer shall relieve Seller from exclusive responsibility for furnishing goods and/or services in strict conformance with Buyer's specifications and other requirements.

四、 检验/拒收。为确认**卖方**符合**合同**要求之目的，**买方**的员工或代理可在交付前通过作出合理通知，在**卖方**正常营业时间内的任何合理时间进入**卖方**场所（或任何其他地址）检验和测试货物和/或服务、**卖方**的生产流程和**卖方**将用于货物之生产或服务之提供的任何原材料或在制品。**卖方**应自付费用提供为确保任何该等检验之安全和便利而合理必要的设施、设备和协助，或促使该等设施、设备和协助被提供。**买方**有权拒收不与**合同**中规定的**买方**的规格或其他要求严格相符的货物和/或服务（或货物和/或服务的投标），并且并不因此放弃**买方**其后因任何缺陷而拒绝接受该等货物和/或服务或撤回该等接受的权利。对本**条款和条件**项下订购之货物和/或服务的付款并不构成对该等货物和/或服务的接受。对于任何不符合要求或有缺陷的货物，除**买方**依法或根据本**合同**享有的任何其它权利、救济或担保外，**买方**可在任何时候根据其自主决定：（i）拒绝任何该等货物并将其返还给**卖方**，由**卖方**根据**买方**的指示退款、进行金额扣减、替换或维修；或（ii）修正、重做或维修任何该等货物，并且所有相关费用由**卖方**承担和支付。被**买方**拒收并返还给**卖方**的任何货物将由**卖方**承担费用予以返还，并且相关风险由**卖方**承担，重新包装、重新装运、处理、检验的费用以及与此相关的任何其他费用均将由**卖方**承担。在向**买方**交付任何货物或服务之前或之后对该等货物或服务的检验或未能进行该等检验均不免除**卖方**独家负责提供与**买方**的规格和其他要求严格相符的货物和/或服务的义务。

5. Cancellation; Setoff. Buyer may cancel the Contract, in whole or in part, without liability by written notice to Seller and without prejudice to any other rights or remedies that Buyer may have, upon the occurrence of (a) Seller's default of any provision or requirement of the Contract and/or (b) Seller's suspension of business, insolvency, reorganization or arrangement or liquidation proceedings, assignment for the benefit of creditors, appointment of a receiver for Seller or Seller's

property, or Seller having been adjudged bankrupt. In the event of such cancellation, Buyer may complete Seller's performance of the Contract by such means as Buyer selects, including the use of any third party, and Seller shall be responsible for any additional costs incurred by Buyer in so doing. If applicable, Seller shall promptly deliver or assign to Buyer any work in progress as Buyer may request. Any amounts due to Seller for delivered goods or completed services in full compliance with the Contract prior to such cancellation shall be subject to setoff of Buyer's additional costs incurred in completing the Contract and other damages incurred by Buyer as a result of Seller's default. Buyer may cancel the Contract, in whole or in part, for convenience upon notice to Seller. In the event the Contract is cancelled for convenience by Buyer, if Seller has fully and completely performed all of its obligations under the Contract up to the date of such cancellation, Seller will recover from Buyer as complete and full settlement for such cancellation for work performed or to be performed under the Contract, the actual costs of all conforming goods that have been shipped or services rendered, plus an allowance for reasonable profit on such costs (but not to exceed a pro rata portion of the Contract price based on the percentage of goods and/or services properly completed up to the date of cancellation) less such sums as Seller has already received on account of such goods and/or services. In no event shall total payment to Seller hereunder exceed the purchase price of such goods and/or services set forth in the Contract. Other than to this extent, Buyer shall not be liable to Seller for any damages on account of its failure to accept all or any portion of the goods and/or services ordered under the Contract. In addition to any other remedies available to Buyer, Buyer may deduct, recoup and set off any amounts that Buyer at any time owes to Seller from and against any damages or other amounts that Seller then owes to Buyer, whether under the Contract or otherwise and whether or not Seller shall have assigned to another its rights to receive amounts that Buyer is required to pay under the Contract or other agreement.

五、 取消；抵销。在下列情形下，**买方**可以通过书面通知**卖方**的方式取消全部或部分**合同**，而无需就此承担任何责任，并且该等取消不影响**买方**可能享有的任何其他权利或救济：（a）**卖方**构成对**合同**的任何规定或要求的不履行，和/或（b）**卖方**暂停营业、资不抵债、重组或重整或进入清算程序、为债权人利益而转让、为**卖方**或**卖方**财产而指定接管人、或**卖方**已被宣判破产。在发生该等取消的情形下，**买方**可通过其选择的方式（包括使用任何第三方）完成**卖方**对**合同**的履行，并且**买方**因此而产生的任何额外费用应由**卖方**承担。如适用，**卖方**应立即向**买方**交付或转让**买方**要求的任何在制品。就该等取消之前交付的与**合同**完全相符的货物或完成的与**合同**完全相符的服务而应向**卖方**支付的任何款项应先抵扣**买方**为完成**合同**而产生的额外费用以及**买方**因**卖方**的不履行而招致的损害。**买方**可为便利之目的而全部或部分取消**合同**，但应通知**卖方**。在**买方**为便利之目的而取消**合同**的情况下，如果**卖方**已全部充分履行了截止至该等取消之日其在**合同**项下承担的所有义务，则**卖方**将从**买方**处收回所有已经付运的符合要求的货物和已经提供的符合要求的服务的实际成本加上根据该等成本估计的合理利润（但不得超过基于截至取消之日已适当完成的货物和/或服务的百分比而得出的相应比例的**合同**价格），减去**卖方**就该等货物和/或服务已实际收到的金额，作为对取消**合同**项下已履行的或有待履行的工作的完全、充分解决。在本文件项下向**卖方**支付的全部款项在任何情况下均不得超过**合同**中规定的该等货物和/或服务的购买价。在此范围之外，**买方**不应就因其未能接受在**合同**项下订购的全部或任何部分的货物和/或服务而引起的任何损害向**卖方**承担责任。除**买方**可获得的任何其他救济之外，**买方**亦可从**买方**在任何时候应向**卖方**支付的任何款项中扣减、扣除和抵销**卖方**当时应向**买方**支付的任何损害赔偿或其他款项，而不论该等款项是在**合同**项下或因其他原因而应支付，亦不论**卖方**是否已向第三方转让其获得**买方**根据**合同**或其他协议而应支付之款项的权利。

6. Changes. Buyer shall have the right, at any time, by written notice to Seller ("Change Notice") and without notice to any guarantor, to make changes to the specifications, statement of work, drawings, designs, quantities and/or delivery schedules as to any goods and/or services covered by the Contract. Seller will make the changes contained in the Change Notice. If Seller believes that such change affects the price or delivery date for such goods and/or services, Seller shall so notify Buyer in writing (with adequate supporting documentation) within fifteen (15) business days after receipt of the Change Notice, and Buyer and Seller shall negotiate in good faith to mutually agree in writing upon an equitable adjustment of the price and/or delivery date. Seller's right to request any adjustments hereunder shall be waived unless submitted to Buyer in writing within such fifteen (15) business days following receipt of the Change Notice. Seller shall not suspend performance of any portion of the Contract while Buyer and Seller are in the process of making such changes and any related adjustments, or at any time thereafter, unless so instructed in writing by Buyer. No substitutions shall be made in the Contract without the prior written consent of Buyer. Seller shall not comply with oral changes received with respect to the Contract.

六、 变更。买方应始终有权通过向**卖方**作出书面通知（"**变更通知**"），变更关于**合同**所涵盖之任何货物和/或服务的规格、工作说明、图纸、设计、数量和/或交付时间表，并且**买方**无需就此通知任何担保人。**卖方**将作**变更通知**中所包含的变更。如果**卖方**相信该等变更影响了该等货物和/或服务的价格或交付日期，则**卖方**应在收到**变更通知**后十五（15）个工作日内就此书面通知**买方**（附上充分支持性文件），并且**买方**和**卖方**应进行善意的协商以对价格和/或交付日期的公平调整达成书面共识。除非**卖方**在收到**变更通知**后十五（15）个工作日内书面提交给**买方**，否则**卖方**在本文件项下要求任何调整的权利应被放弃。在**买方**和**卖方**作出该等变更以及任何相关调整的过程中或其后的任何时间，**卖方**均不得中止对**合同**任何部分的履行，除非**买方**书面作出该等指示。未经**买方**事先书面同意，不得在**合同**项下进行任何替换。**卖方**不应服从其收到的与**合同**相关的口头变更要求。

7. Spare Parts. If applicable to the goods subject to the Contract, Seller shall provide the following for each component of goods supplied: (a) manufacturers' identity and part number, (b) subcontractor's name and address for all major components assembled or fabricated by a person other than Seller; (c) layout, assembly, component, and parts detail drawings; and (d) a spare parts list indicating manufacturer's part numbers and prices. Seller warrants that spare parts will be free from defects in design, material and workmanship for a period equal to the warranty provided under Section 11 and will replace same, at Seller's expense, in the event of failure under normal operating conditions. Seller agrees to accept the return of unused spare parts at any time that said spare parts are being offered for sale by Seller and refund to Buyer the actual purchase price less ten percent (10%) for handling. In the event Seller no longer offers said spare parts for sale, Seller shall use commercially reasonable efforts to obtain for Buyer the right to purchase said spare parts directly, including providing or obtaining any necessary approvals.

七、 零部件。如果适用于**合同**项下之货物，**卖方**应就其所供应之货物的每一部件提供下列信息：（a）生产商的身份和零部件编码；（b）所有由**卖方**之外的其他人组装或制造的主要部件的分包商名称和地址；（c）设计图、装配、部件和零件细部图；和（d）载明生产商零件编码和价格的零部件清单。**卖方**保证在与第 11 条项下规定的保证期限相同的期限内，零部件不存在任何设计、材料和工艺技巧方面的缺陷，并且如果在正常操作条件下出现故障，**卖方**将自行承担费用替换有关零部件。**卖方**同

意在其销售任何零部件的期间内的任何时候接受未经使用之该等零部件的返还，并向**买方**退还扣除百分之十（10%）手续费后的实际购买价。如果**卖方**不再销售该等零部件，则**卖方**应尽商业上合理的努力为**买方**获得直接购买该等零部件的权利，包括提供或获取任何必要的批准。

8. Title and Risk of Loss. Unless otherwise specified in writing by Buyer or in the Contract, title and risk of loss, or damage, to goods and/or services delivered hereunder will pass to Buyer upon receipt by Buyer at Buyer's location or any other location as may be designated in the Contract. Notwithstanding the foregoing, Buyer retains title to any scrap or other material supplied to Seller hereunder for toll services. Seller expressly agrees that it shall not grant any security interest to any party with respect to any scrap or other material supplied to Seller for toll services hereunder.

八、 所有权和损失风险。除**买方**另行书面予以明确或**合同**中另有明确规定的情形外，本文件项下交付之货物和/或服务的所有权以及损失或损害的风险将在**买方**于**买方**场所或**合同**中指定的任何其他场所收到该等货物和/或服务后转移给**买方**。不论前述规定如何，**买方**对在本文件项下提供给**卖方**供其提供加工服务的任何碎料或其他材料保留所有权。**卖方**明确同意，其不应向任何第三方提供与本文件项下为加工服务之目的而提供给**卖方**的任何碎料或其他材料有关的担保权益。

9. Force Majeure. Neither Buyer nor Seller will be liable for any delay or failure to perform its obligations hereunder for causes beyond its control that were not caused by the affected party's fault or negligence, provided that the affected party notifies the other party in writing of such events as soon practicable after they occur and gives the other party an estimate of when it will be able to resume full performance. If Buyer delays delivery or acceptance of goods and/or services for causes beyond its control, Seller shall hold such goods and/or services at the direction of Buyer and shall deliver them when the cause of the delay has been resolved. The affected party shall use commercially reasonable efforts to anticipate and mitigate the effect of any such events and to resume full performance as soon as possible. If Seller is unable to perform its obligations hereunder for any reason, Buyer may purchase the goods and/or services from other sources and reduce its purchases from Seller accordingly without liability to Seller. If any delay exceeds thirty (30) days from the original delivery date, Buyer may cancel any affected order without any liability. If Seller's production is only partially restricted or delayed, Seller shall use its best efforts to accommodate the requirements of Buyer, including giving any affected order priority over those of other customers whenever possible.

九、 不可抗力。买方和**卖方**均不就因超出其控制范围的原因（该等原因并非因其过错或疏忽而产生）而引起的其对本文件项下之义务的任何延迟履行或不履行承担责任，但前提是受影响的一方应在该等事件发生后尽快将其书面通知另一方，并告知另一方其预计能够恢复对义务的完全履行的时间。如果**买方**因超出其控制范围的原因而延迟交付或接受货物和/或服务，则**卖方**应根据**买方**的指示持有该等货物和/或服务，并且应在导致延迟的原因解决后交付该等货物和/或服务。受影响的一方应尽商业上合理的努力预估并降低任何该等事件的影响并尽快恢复完全履行。如果**卖方**因任何原因不能履行其在本文件项下的义务，则**买方**可以从其他来源购买货物和/或服务并相应减少其向**卖方**的购买量，而无需就此向**卖方**承担任何责任。如果任何延迟超过原定交付日期三十（30）天，则**买方**可以取消任何受影响的订单而无需就此承担任何责任。如果**卖方**的生产仅仅受到部分限制或延迟，则**卖方**应尽其最大努力符合买方的要求，包括在任何可能的时候优先完成任何受影响的订单（相对其他客户的订单而言）。

10. Export and Import Compliance. Seller shall at its expense be responsible for strict compliance with all legal, regulatory and administrative requirements associated with any importation or exportation of goods, materials or equipment hereunder, including compliance with any applicable customs requirements and obtaining any required licenses or approvals, along with the payment of all associated duties and fees. Upon request, Seller shall promptly furnish Buyer with all information and records relating to the goods necessary for Buyer to fulfill any origin marking or labeling requirements and certification and local content reporting requirements, including copies of customs information and documentation. Seller is solely responsible for complying with all technical compliance and country of origin requirements of each country into which the goods are to be delivered.

十、 进出口合规。卖方应负责自行承担费用严格遵守与本文件项下之货物、材料或设备的任何进出口相关的所有法律、规制和行政要求，包括符合任何适用的海关要求并获得任何要求的许可或批准，并应负责支付所有相关税费。经要求，**卖方**应立即向**买方**提供与货物相关的所有必要信息和记录（包括海关信息和文件的副本）以供**买方**履行任何原产地标识或标注要求以及认证和当地含量报告要求。**卖方**独自负责符合货物将交付至的各个国家的所有技术合规和原产地要求。

11. Warranty. In addition to all other warranties imposed by law, Seller expressly represents and warrants that all goods and/or services furnished to Buyer under the Contract will, as applicable, (a) comply strictly with the provisions of the Contract and all specifications, drawings, standards, samples and other descriptions furnished or specified by Buyer, (b) be free from defects in design, material and workmanship, (c) be new and merchantable, (d) be suitable and fit for the particular purposes for which such goods and/or services are required by Buyer, (e) be performed in a professional and workmanlike manner in accordance with industry standards, and (f) be provided with full and unrestricted title to Buyer, free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances and any actual or claimed patent, copyright, trademark, or other intellectual property infringement. Buyer's approval of Seller's designs, materials, processes, drawings, specifications, or the like will not be construed to relieve Seller of its obligations under the warranties set forth herein. All warranties and provisions of this Section will run to Buyer, its affiliates, customers, successors, and assigns, and to users of the goods and services and products sold by Buyer that contain Seller's goods. Seller's warranties set forth herein shall extend for the longer of (1) eighteen (18) months after complete delivery of the goods and/or services by the Seller, (2) twelve (12) months after the date of final written acceptance or the start of regular operation or commercial use of the goods and/or services by the Buyer, whichever occurs first and (3) the legally required warranty period. At Buyer's option, Seller shall, without cost to Buyer, promptly repair or replace or refund the purchase price with respect to any defective or non-conforming goods and/or re-perform or replace or refund the purchase price with respect to any non-conforming services and, upon failure to do so within a reasonable time, Buyer may do so at Seller's expense. Any goods returned to Seller will be returned at Seller's risk and expense, with the cost of repackaging, reshipping, handling, inspection, and any other costs incidental thereto to be paid by Seller. Seller's obligations under this Section will apply whether or not Seller is a merchant of the goods and/or services and will be in addition to any other rights or remedies available to Buyer by law or under the Contract.

十一、 保证。除法律规定的所有其他保证之外，**卖方**明确陈述并保证在**合同**项下提供给**买方**的所有货物和/或服务将（视情形而定）：（a）严格符合**合同**的规定以及**买方**提供或指定的所有规格、图纸、标准、样本和其他描述；（b）不存在设计、材料和工艺技巧方面的任何缺陷；（c）是新的并且是可销售的；（d）适合并且适宜**买方**要求的该等货物和/或服务的特定用途；（e）按照行业标准以专业和熟练的方式提供；并且（f）其

完全的并且不受限制的所有权将提供给**买方**，该等所有权不存在任何及所有留置、限制、保留、担保权益和权利负担以及任何实际的或声称的专利、版权、商标或其他知识产权侵权。**买方**对**卖方**设计、材料、工艺、图纸、规格或类似事项的批准不会被视为解除**卖方**在本条规定的保证项下的义务。本条中的所有保证和规定适用于**买方**及其关联方、客户、承继方和受让方、以及货物、服务及**买方**销售的包含**卖方**货物的产品的使用者。本条规定的**卖方**保证应在以下期限内持续有效（以时间较长者为准）：（1）**卖方**完整交付货物和/或服务后的十八（18）个月；（2）**买方**最终书面接受之日或**买方**开始货物和/或服务的正常运营或商业使用之日（以在先者为准）后的十二（12）个月；及（3）法律要求的保证期。如**买方**选择，**卖方**应立即就任何有缺陷的或不符合要求的货物进行维修或替换或退还购买价、和/或就任何不符合要求的服务进行重新履行或替换或退还购买价，而**买方**无需就此承担任何费用；并且如果**卖方**未能在合理时间内作出前述规定的行为，**买方**可作出该等行为，但相关费用由**卖方**承担。任何返还给**卖方**的货物，将由**卖方**承担风险和费用，连同重新包装、重新装运、处理、检查的费用及另外附带的任何其他费用一并由**卖方**支付。无论**卖方**是否是货物和/或服务的销售商，**卖方**在本条项下的义务均将予以适用，并且该等义务是**买方**可获得的其他权利或救济的附加。

If the goods and/or services provided hereunder will involve chemical preparations, Seller further represents and warrants that (a) its as-applied chemical preparations (e.g., paint, varnish, anodizing agents, etc.) conform to all applicable governmental regulations and any existing Buyer specifications and Seller's Product Material Safety Data Sheets ("MSDS"); and (b) the composition of its chemical preparations strictly conform to the chemical composition limits identified within any applicable MSDS . Seller shall provide such MSDS to Buyer and update them at regular intervals as needed. In the event that an as-applied chemical preparation does not conform to the above warranties, Seller shall promptly notify Buyer in writing prior to any processing.

如果本文件项下提供的货物和/或服务将涉及化学制剂，则**卖方**进一步陈述与保证：（a）其使用的化学制剂（如：油漆、清漆、阳极氧化剂等）符合所有适用的政府规定、任何**买方**既有的规格以及卖方的产品材料安全数据说明书（"**MSDS**"）；并且（b）其化学制剂的成分严格符合任何适用的**MSDS** 所明确的化学成分限制。卖方应向买方提供该等 **MSDS** 并视需要进行定期更新。如果使用的化学制剂不符合上述保证，则**卖方**应在进行任何加工之前立即书面通知**买方**。

12. Insurance. Seller shall maintain in effect, at Seller's expense, adequate insurance coverage protecting both Seller and Buyer from any and all claims and liabilities for property damage, personal injury, death, and economic damage that arises from the goods or their use or the performance of the services or any activities connected with the services. Seller shall also maintain in effect, at Seller's expense, adequate employer's liability insurance and worker's compensation insurance as required by law. Seller shall ensure that (i) the required insurance coverages are in effect and will not be canceled or materially changed until thirty (30) days after Buyer receives written notice of the proposed cancellation or change, (ii) Buyer is designated as an additional insured on Seller's commercial general liability insurance policy and (iii) all of Seller's insurance as required herein shall be primary and not contributory or excess of any other insurance carried by or on behalf of Buyer. Upon Buyer's request, Seller shall provide Buyer with written certification, acceptable to Buyer certifying compliance with the requirements of the previous sentences. To the extent permitted by law, Seller agrees to cause its insurers to agree to waive (and to the extent permissibly self-insured hereunder, Seller agrees to waive) any rights of subrogation against Buyer or its employees or representatives. All insurance required hereunder will be of the types and in amounts, will contain endorsements, and will be issued by financially sound insurers reasonably satisfactory to Buyer. Seller may satisfy the insurance required herein with any combination of primary and umbrella/excess insurance policies, provided that all insurers are acceptable to Buyer.

十二、 保险。卖方应自行承担费用保有充分、有效的保险，以保护**卖方**和**买方**免于遭受与因货物、或对货物的使用、或服务的履行、或与服务相关的任何活动而引起的财产损害、人身伤害、死亡和经济损失相关的任何及所有权利主张和责任。**卖方**亦应自行承担费用根据法律要求保有充分、有效的雇主责任保险和劳工保险。**卖方**应确保（i）要求保有的保险有效，并且不会被取消或实质性变更，直至**买方**收到关于拟议之取消或变更的书面通知后的三十（30）天，（ii）**买方**在**卖方**的商业综合责任保险单上被指定为附加被保险人，并且（iii）**卖方**在本条规定项下被要求保有的所有保险应为主要保险，而非对由**买方**保持的或代表**买方**保持的任何其他保险的补充或附加。经**买方**请求，**卖方**应向**买方**提供可为**买方**所接受的书面认证，以证明对前述规定的要求的遵守。在法律允许的范围内，**卖方**同意促使其承保人同意放弃（并且如果**卖方**在被允许的情况下自我投保，则**卖方**亦同意放弃）对**买方**或其员工或代表的代位求偿权。本文件项下要求投保的所有保险的类型和金额应令**买方**合理满意，应包含令**买方**合理满意的批单，并且将由令**买方**合理满意的财务情况良好的保险公司承保。**卖方**可以通过任何主险和伞险/附加保险相结合的方式满足本文件项下的保险要求，但前提是所有保险公司均可为**买方**所接受。

13. Taxes. Seller will be responsible for all taxes assessed upon Seller in connection with the transactions contemplated by the Contract. If a value-added, sales, use, excise, gross receipts, or services tax or other similar form of tax is assessed on the transactions contemplated by the Contract, Buyer shall be financially responsible for and shall remit to Seller, for remittance to the applicable taxing authority, the amount of any such tax, unless according to applicable law the Seller or Buyer is solely liable for payment of such tax. Seller shall separately identify any value-added, sales, use, gross receipts, excise, or services tax or other similar form of tax in Seller's invoices to Buyer. If Buyer or Seller is assessed interest and/or penalties due to the failure of Seller to accurately or separately identify, or remit to the applicable taxing authority in a timely manner, such value-added, sales, use, gross receipts, excise, or services tax or other similar form of tax, Seller shall be responsible for any such assessment and shall promptly remit the amount of any such assessment to the Buyer or the applicable taxing authority, as applicable. Any payments to Seller under the Contract will be net of withholding tax, and Buyer will not be required to provide a "gross up" or other similar additional payments to Seller. Should either party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the parties shall cooperate to resolve such overpayment or underpayment and to further assist in refunding or charging of any erroneous payments. The parties agree to reasonably cooperate with each other with respect to applicable governmental reporting requirements relating to the transactions contemplated by the Contract, including reasonable cooperation necessary to comply with tax exemption certificate requests and similar data requests.

十三、 税收。卖方将负责与**合同**所述交易相关而向**卖方**征收的所有税负。如果**合同**所述交易被征收增值税、销售税、使用税、消费税、总收入税、或服务税或其他类似形式的税负，除非根据适用法律**卖方**或者**买方**应单独对该等税负承担责任，则**买方**应负责任何该等税款的支付，并应向**卖方**支付任何该等税款，以供其向有关税务部门支付。**卖方**应在其向**买方**开具的发票中单独列出任何增值税、销售税、使用税、总收入税、消费税、或服务税或其他类似形式的税款。如果因**卖方**未能准确地单独列出、或及时向有关税务部门缴纳该等增值税、销售税、使用税、总收入税、消费

税、或服务税或其他类似形式的税负而导致**买方**或**卖方**被征收利息和/或罚金，则**卖方**应承担任何该等被征收的款项并应立即向**买方**或有关税务部门（视情形而定）支付任何该等被征收的金额。**合同**项下向**卖方**支付的任何款项应为扣除预提税后的净额，并且**买方**无需向**卖方**提供补偿或其他类似的额外款项。如果任何一方发现本交易项下任何包含或遗漏的税项有误，双方应当合作来解决该项多付或少付款项，并进一步协助退还或支付任何错误付款。

双方同意就与**合同**所述交易相关的有关政府报告要求进行合理的相互配合，包括为符合免税证明要求和类似数据要求所必需的合理配合。

14. Government Compliance; Buyer Policies and Procedures. Seller represents and warrants that all goods and/or services furnished under the Contract are made, produced, purchased, approved, sold, labeled, transported, licensed, marked, and/or certified in accordance with, and that Seller is in compliance with, all applicable federal, state, provincial and local laws, regulations and orders, including without limitation, laws regulating hazardous or toxic substances, chemicals, materials, or waste. In addition, Seller shall also comply with the applicable code of conduct of Buyer and all of the applicable environmental, health and safety policies and procedures of Buyer.

十四、 遵守政府规制；买方的政策和流程。卖方陈述并保证，**合同**项下提供的所有货物和/或服务均根据所有适用的联邦、国家、省和地方法律、法规和命令（包括但不限于关于危险或有毒物质、化学品、原料或废物规制的法律）而制作、生产、购买、批准、销售、标注、运输、许可、标识和/或认证，并且**卖方**遵守了该等法律、法规和命令。此外，**卖方**亦应遵守适用的**买方**行为准则以及**买方**所有适用的环境、健康和安全政策和流程。

15. Indemnification. Seller agrees to indemnify and hold harmless Buyer and its affiliates, and its and their officers, directors, shareholders, employees, agents, representatives, customers, insurers, successors and assigns (collectively "Indemnitees") from and against any and all liabilities, losses, costs, claims, demands, penalties, damages, forfeitures, causes of action, suits, judgments and settlements, and the costs and expenses incident thereto, including attorneys' fees, and any other cost of litigation or arbitration, that Indemnitees may suffer, incur, become responsible for or pay out, arising out of, in any manner connected with or resulting from (a) performance of or failure to perform the Contract by Seller, its subcontractors or materialmen, or the representatives, agents, employees, or invitees of any of them, (b) any claim that Seller's goods and/or services infringe any intellectual property right of any person (including but not limited to any right in a patent, copyright, trade secret, industrial design, trademark or based on misappropriation or wrongful use of information or documents), directly or indirectly, alone, or in combination with, any other services, materials, goods or equipment, and (c) the contamination of the goods by any rare earth element, if applicable. This indemnification provision is in addition and cumulative to any other right of indemnification or contribution that any of the Indemnitees may have at law, in equity, or otherwise, and will survive completion of the Contract. In addition, Buyer shall be entitled to all costs, expenses and fees (including attorneys' fees) reasonably incurred in connection with the enforcement of this right of indemnification.

十五、 赔偿。卖方同意就**买方**及其关联方以及他们的管理人员、董事、股东、员工、代理、代表、客户、承保人、承继方和受让方（合称"**被赔偿方**"）因下列任一事项而可能遭受、引致、负责或支付的，或因下列任一事项而产生的，或以任何方式与下列任一事项相关的或由下列任一事项引起的任何及所有责任、损失、费用、权利主张、要求、罚金、损害、罚款、起诉、诉讼、判决和和解以及前述各项产生的成本和费用（包括律师费以及任何其他诉讼或仲裁成本）对**被赔偿方**进行赔偿并使其不受损害：（a）**卖方**或其承包商或原材料供应商、或**卖方**的代表、代理、员工、或被前述任何人邀请的人对**合同**的履行或不履行；（b）关于**卖方**货物和/或服务直接或间接地、单独或与任何其他服务、材料、货物或设备相结合而侵害任何人的任何知识产权（包括但不限于对专利、版权、商业秘密、工业设计或商标上的任何权利的侵权，或基于对信息或文件的盗用或不当使用）的任何权利主张；和（c）任何稀土元素对货物的污染（如适用）。本赔偿条款是对任何**被补偿方**根据法律、衡平法或其他而可享有的任何其他赔偿请求权或分摊请求权的补充并与该等请求权累积适用，并且将在**合同**终止后继续有效。此外，**买方**应有权获得就该等赔偿请求权的行使而合理产生的所有成本、费用和支出（包括律师费）。

16. Tooling and Materials. Title to, and right to immediate possession of, all tooling and materials furnished by Buyer to Seller, or purchased by Buyer from Seller hereunder, will remain with Buyer. Buyer does not guarantee the quality or suitability of such tooling or materials. Tooling subject hereto will be maintained in good condition and must be permanently identified as the property of Buyer, and will be used solely in the performance of work ordered by Buyer. Seller shall maintain an inventory control of all such tooling and materials and such items shall not be commingled with property belonging to Seller or others, except as such material may be incorporated into or attached to supplies, consumed or expended in the performance of the Contract. In the event that Seller fails or refuses to return Buyer's tooling or materials on demand, Buyer shall be entitled to recover all costs and expenses in connection with securing possession of such tooling or materials, including reasonable attorneys' fees.

十六、 模具和材料。对本文件项下**买方**向**卖方**提供的、或**买方**向**卖方**购买的所有模具和材料的所有权和立即占有的权利将由**买方**保留。**买方**并不担保该等模具或材料的质量或适用性。本条所述的模具将保持其良好状况且必须永远被示明为**买方**的财产，并且将仅为履行**买方**订购之工作的目的而使用。**卖方**应维持对所有该等模具和材料的库存控制，并且该等模具和材料不得与**卖方**或其他人的财产混合，但该等材料被并入或附于**合同**履行过程中消耗或使用的物品的除外。如果经**买方**要求，**卖方**未能或拒绝返还**买方**的模具或材料，**买方**应有权收回与获得对该等模具或材料的占有有关的所有成本和费用（包括合理的律师费）。

17. Nondisclosure and Ownership of Information.

(a) At any time, if there is a confidentiality agreement in place with respect to the transactions contemplated by the Contract, the provisions of such agreement shall apply. At any time, if there is no such agreement in place, the following provisions of this Section 17(a) will apply. In the event Buyer discloses or grants Seller access to any information of a confidential nature, including but not limited to information of a technical, scientific or commercial nature whether reduced to writing or not, and whether or not identified as confidential at the time of disclosure, Seller agrees to hold all such information in strict confidence, to allow access to and disclose such information only to those of its employees who have a need to know and who specifically require such information for the purpose for which it was provided under the Contract, and to ensure that such employees are made aware of and comply with Seller's obligations hereunder. Seller further agrees to not use such information for any purpose other than that for which it was provided under the Contract, without the prior written consent of Buyer. In the event Buyer authorizes in writing any disclosure of such information to any third party hereunder, Seller shall also obtain a like agreement regarding such information from such third party prior to release of any such information and shall thereafter disclose only that information required by the third party to perform its function. All rights in any such information that Buyer discloses to Seller or to which Buyer grants Seller access will remain the sole and exclusive property of Buyer.

(b) Seller agrees that Buyer may disclose personal and commercial data with respect to Seller and the Contract, including a copy of the Contract, to any of its affiliates globally.

十七、 不披露和信息所有权。

(a) 在任何时候，如果存在与**合同**所述交易相关的保密协议，该协议的条款应予适用。在任何时候，如果不存在该等保密协议，则本第十七(a)条的规定应予适用。如果**买方**披露或准许**卖方**获得具有保密性质的任何信息，包括但不限于技术、科技或商业性质的信息（不论该等信息是否是书面的，亦不论该等信息在披露时是否注明为保密信息），**卖方**同意对该等信息严格保密，仅仅允许其确有需要知晓该等信息、并且为**合同**项下规定之目的而明确要求获得该等信息的员工获得该等信息并仅向该等员工披露该等信息，并且确保该等员工知晓并遵守**卖方**在本条规定项下的义务。**卖方**进一步同意未经**买方**事先书面同意，不为**合同**项下规定之目的以外的任何其他目的而使用该等信息。如果**买方**根据本文件书面授权向任何第三方披露任何该等信息，则**卖方**亦应在披露任何该等信息之前就该等信息从该等第三方处获得类似的同意，并且应在此后仅仅披露第三方履行其职能所需的信息。**买方**向**卖方**披露或者允许**卖方**获得的任何该等信息中的所有权利仍然为**买方**独自所有的排他性财产。

(b) **卖方**同意，**买方**可将有关**卖方**及本**合同**的个人和商务信息，包括本**合同**的复印件，提供给**买方**在全球范围内的任何关联公司。

18. Ownership of Intellectual Property and Deliverables. Seller acknowledges and agrees that the deliverables produced by or on behalf of Seller in relation to the Contract shall be and remain the sole and exclusive property of Buyer, and any copyright or other Intellectual Property (as defined below) or other rights therein will vest exclusively in (and belong solely to) Buyer, except to the extent incorporating Seller's preexisting Intellectual Property. To the extent that Seller includes any of its preexisting Intellectual Property in the deliverables produced by or on behalf of Seller in relation to the Contract, Seller grants to Buyer a nonexclusive, worldwide, paid up, freely transferable license to use such Intellectual Property in connection with the use, operation, maintenance, repair and/or reconstruction of the deliverables. Such license includes, without limitation, the right to distribute such Intellectual Property as integrated into Buyer's products, grant sublicenses, create derivative works and the right to use any trade secrets and know-how included in such Intellectual Property. Seller shall not use any of the Buyer owned deliverables for any purpose unrelated to Buyer. Seller waives any moral rights in the deliverables including the rights of integrity and attribution.

十八、 知识产权和可交付成果的所有权。卖方确认并同意，由或代表**卖方**生产的与**合同**相关的交付物应为并保持为**买方**独家所有的财产，并且其中的任何版权或其他**知识产权**（如下文所定义）或其他权利将独占地授予**买方**并由**买方**独自所有，除非其中并入了**卖方**先前即有的**知识产权**。如果**卖方**在由或代表其生产的与**合同**相关的交付物中包含了其任何先前即有的**知识产权**，则**卖方**授予**买方**非排他性的、全球范围内的、已付清费用的并且可自由转让的许可，以就交付物的使用、运营、维护、维修和/或改造使用该等**知识产权**。该等许可包括但不限于传播被融入**买方**的产品的该等**知识产权**、授予再许可、创造衍生作品的权利以及使用该等**知识产权**中包括的任何商业秘密和专有技术的权利。**卖方**不得将**买方**所有的交付物用于与**买方**无关的任何目的。**卖方**放弃可交付成果中的任何精神性权利，包括作品完整权和署名权。

Seller shall promptly report in writing to Buyer the details of all Intellectual Property that Seller may solely or jointly conceive and/or first reduce to a tangible form in connection with the work performed pursuant to the Contract, and Seller hereby assigns and promises to assign to Buyer or its designee, all right, title and interest in and to such Intellectual Property. Seller agrees to promptly execute all documents as may be requested by Buyer to evidence and/or perfect Buyer's rights therein. Seller further agrees to cooperate with Buyer in obtaining any domestic or foreign letters patent for any such patentable Intellectual Property at Buyer's expense, and at the request of Buyer will execute any instruments of assignment, patent or copyright registration applications, or other documents deemed necessary or desirable by Buyer to register, obtain, enforce or perfect its rights in such Intellectual Property. Such obligation to cooperate and execute documents will survive the expiration or early termination of the Contract. "Intellectual Property" means all ideas, inventions, original works of authorship, mask works, technical data, trade secrets, know how, machines, research, compounds, compositions of matter, product plans, products, processes, services, software, developments, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing material and plans, logos, artwork, trade dress, trademarks, service marks, business methods and business information, and any patents, copyrights, and other registrations and rights therein. All Buyer Intellectual Property and rights therein will remain the sole and exclusive property of Buyer. In the event that Seller is located in Germany, the following shall apply with respect to Seller: (i) Seller undertakes to comply with the statutory requirements under the Employee Inventions Act (Arbeitnehmererfindungs-gesetz) in order to ensure that Seller has validly claimed employee inventions and is entitled to transfer to Buyer any intellectual property rights associated with such inventions free and clear of any inventors rights and (ii) Seller will bear any inventors compensation cost (Arbeitnehmererfindervergütung).

卖方应立即向**买方**书面报告**卖方**可能独自或与他人共同构想的和/或首次通过有形方式体现的、并且与根据**合同**履行的工作有关的所有**知识产权**的详细情况，并且**卖方**在此将该等**知识产权**中的或对该等**知识产权**的所有权利、所有权和权益转让并承诺转让给**买方**或其指定方。**卖方**同意立即签署**买方**可能要求的所有文件，以证明和/或完善**买方**对该等**知识产权**的权利。**卖方**进一步同意配合**买方**就任何该等具有可专利性的**知识产权**获得任何国内或国外的专利证书（有关费用由**买方**承担），并且经**买方**请求，**卖方**将签署任何转让文件、专利或版权登记申请文件或**买方**认为为其在该等**知识产权**中之权利的登记、取得、行使或完善而必要或适当的任何其他文件。该等配合和签署文件的义务将在**合同**期限届满或提前终止后继续有效。"**知识产权**"指所有创意、发明、原创作品、掩膜作品、技术资料、商业秘密、专有技术、机器、研究、化合物、物质成分、产品计划、产品、工艺、服务、软件、开发、配方、技术、设计、图纸、工程、硬件配置信息、市场资料和计划、标识、艺术品、商业外观、商标、服务商标、业务方式和业务信息、以及前述各项中的任何专利、版权以及其他登记和权利。所有**买方知识产权**及其中的权利将仍然为**买方**独自享有的排他性财产。如果**卖方**位于德国，以下规定适用于**卖方**：(i)**卖方**承诺遵守《**雇员发明法**》(Arbeitnehmererfindungs-gesetz)的规定，以确保**卖方**已合法地主张雇员发明，并有权向**买方**自由转让与该等发明相关的任何知识产权权利且已排除任何发明者的权利，并且(ii)**卖方**将承担向发明者补偿的任何成本（Arbeitnehmererfindervergütung）。

19. Anti-Corruption. Seller, its employees, subcontractors, agents and representatives shall at all times fully comply with all applicable anti-corruption or bribery laws including but not limited to those that prohibit the offer or promise of, authorization to pay or payment of money or giving of anything of value (money, goods, services, property, and favors but excluding mementos of nominal value) directly or indirectly to any agent, representative, official, officer, director or employee of any government (including any employee of a state owned or controlled enterprise or union), any political party, political candidate or any private sector employee or their family or friends, or any other person or entity acting for or on behalf of such persons or entities, in order to obtain or retain business, to induce them to use their influence or to gain any other improper business advantage.

十九、 反腐败。卖方及其员工、承包商、代理和代表应始终完全遵守所有适用的反腐败或贿赂法律，包括但不限于禁止向任何政府的任何代理、代表、官员、管理人员、董事或员工（包括国有或国有控制的企业或组织的任何员工）、任何政党、政治职务候选人或任何私有部门员工或者前述人员的家人或朋友、或为或代表该等个人或实体行事的任何其他个人或实体直接或间接地提供、承诺、授权支付或支付金钱或提供任何有价值的利益（金钱、财物、服务、财产和恩惠，但不包括小额纪念品），以获取或保持业务、诱使前述人员或实体利用其影响力或获取任何其他不当业务优势的法律。

20. Relationship of Parties. The relationship between Seller and Buyer is and will be that of Seller and Buyer and not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship.

二十、 双方的关系。卖方和**买方**之间的关系是并且将是买卖双方之间的关系，而不是合资、合伙、代理、经纪、销售代表或特许经营关系。

21. Severability. If any provision of the Contract is found by a court of competent jurisdiction to be prohibited or unenforceable, such provision will be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability will not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.

二十一、 合同可分性。如果**合同**的任何规定被有管辖权的法院认定为非法或不可执行，则该等规定将仅在该等非法或不可执行的范围内无效，并且如果该等规定的其余部分并不非法或不可执行，该等非法性或不可执行性将不会使得该等规定的其余部分无效，并且不会使得本文件其他规定无效。

22. Waiver. Either party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach, will not thereafter waive any such term, condition, instruction, right or privilege.

二十二、 弃权。任一方未能坚持履行任何条款、条件或指示，或未能行使任何权利或特权，或放弃追究任何违约行为，均不会构成此后对任何该等条款、条件、指示、权利或特权的放弃。

23. Remedies. The remedies stated herein will be cumulative and additional to any other or further remedies provided at law or in equity.

二十三、 救济。本文件中所述之救济将与法律或衡平法项下之任何其他或进一步的救济累积适用并作为该等其他或进一步救济的补充。

24. Survival. The rights and obligations of the parties hereto will survive the termination, cancellation, completion or expiration of the Contract to the extent that any performance is required under the Contract after such termination, cancellation, completion or expiration.

二十四、 继续有效。如果在**合同**终止、撤销、完成或期限届满后本文件双方的任何权利和义务根据**合同**规定应当被履行，则该等权利和义务在该等终止、撤销、完成或期限届满后继续有效。

25. Disclaimer of Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BUYER BE LIABLE FOR ANY TYPE OF INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, WHETHER SUCH DAMAGES ARISE OUT OF OR RESULT FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

二十五、 损害免责声明。在法律允许的范围内，买方在任何情况下均无需为任何种类的附带的、作为结果发生的、惩罚性的、特别的或间接的损害（包括但不限于利润或收益损失）承担责任，而不论该等损害是否是因违反合同或保证、侵权（包括疏忽）、严格责任或其他原因而引起或产生，亦不论买方是否已被告知该等损害产生的可能性。

26. Assignment. Seller shall not assign the Contract or any of its rights or obligations thereunder, in whole or in part, without Buyer's prior written consent and any attempted assignment or delegation by Seller without such written consent shall be void. No assignment permitted hereunder shall relieve Seller of any of its obligations under the Contract. Buyer reserves the right to assign the Contract to Buyer's successors or affiliates.

二十六、 转让。未经**买方**事先书面同意，**卖方**不得全部或部分转让**合同**或其在**合同**项下的任何权利或义务，并且**卖方**未经该等书面同意而试图进行的任何转让或授权均无效。本文件项下任何经过允许而进行的转让均不免除**卖方**在**合同**项下承担的任何义务。**买方**保留将**合同**转让给其承继方或关联方的权利。

27. Notices. All notices required or permitted hereunder will be in writing and (i) sent postage prepaid, registered or certified mail, return receipt requested, (ii) personal delivery, or (iii) by email or facsimile transmission (which must be immediately confirmed by one of the other permitted methods specified in clause (i) or (ii) above) to the addresses identified in the Contract. Any such notice will be effective upon receipt.

二十七、 通知。本文件项下要求作出或允许作出的所有通知将以书面形式作成，并且以如下方式发送至合同中明确的地址：（i）邮资预付的挂号信或保证邮件，需要提供回执；（ii）专人送达；或（iii）电子邮件或传真（必须立即通过前述第（i）或（ii）项规定的被允许之方法进行确认）。任何该等通知均将在收到后生效。

28. Documentation Language. At the express request of the parties, the Contract and all documents related thereto are drafted in the English language. If a translation of the Commercial Terms and Conditions or these Terms and Conditions is provided or included, such translation is for the parties' reference only, and if there is any inconsistency between the English version and such translation, the English version shall govern the interpretation of such terms and conditions. All communications are also to be in English.

二十八、 文件语言。在双方明确要求下，**合同**和与**合同**相关的所有文件均以英文起草。如果**商业条款和条件**或本**条款和条件**有提供或包括翻译，则该等翻译仅供双方参考，并且如果英文文本与该等翻译之间存在任何不

一致之处，则该等条款和条件的解释应以英文文本为准。所有通信往来亦应以英文进行。

29. Governing Law and Dispute Resolution. Buyer and Seller expressly agree that the Contract will be governed by and construed in accordance with the laws applicable within the People's Republic of China, without giving effect to any conflicts or choice of law provisions to the extent that they would provide for application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Contract. The parties further agree that any dispute, controversy or claim arising out of or in relation to the Contract, including the validity, invalidity, breach or termination thereof, shall be settled through arbitration by the China International Economic and Trade Arbitration Commission (CIETAC) in Beijing in accordance with its rules in force on the date when the notice of arbitration is submitted. The number of arbitrators shall be one; provided that if the dispute, claim or controversy involves potential money damages over RMB 6 million, the number of arbitrators shall be three. The hearings of the arbitration shall be conducted in Shanghai, PRC. The arbitral proceedings shall be conducted in English.

二十九、 管辖法律和争议解决。买方和**卖方**明确同意，**合同**将受中华人民共和国法律（冲突法或法律选择规定在其将规定适用其他司法管辖区的法律的范围内除外）管辖并按其进行解释。联合国国际货物销售公约不适用于本合同。双方进一步同意，因**合同**（包括**合同**的效力、无效、违约或终止）而产生的或与**合同**相关的任何争议、争端或权利主张均应通过位于北京的中国国际经济贸易仲裁委员会（CIETAC）根据仲裁通知提交之日有效的 CIETAC 规则仲裁予以解决。仲裁应由一名仲裁员进行，但如果争议、权利主张或争端涉及的潜在金钱损害赔偿超过人民币 600 万，则仲裁应由三名仲裁员进行。仲裁听证程序应在中国上海进行。仲裁程序应以英文进行。

30. Time is of the Essence. Time and quantity are of the essence hereunder.

三十、时间至关重要。在本文件下时间和数量至关重要。

31. Electronic Commerce. At Buyer's request and subject to applicable law, Buyer and Seller will facilitate business transactions by electronically transmitting data. Any data digitally signed and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed.

三十一、 电子商务。经**买方**要求，在合法的前提下，**买方**和**卖方**将促进业务交易通过电子传送数据的方式展开。任何数字签署并电子传送的数据将与双方交换的以书面形式作成并经签署的纸质文件一样具有法律上的充分性，而不论法律是否要求有关数据应当书面作成或经签署。

32. Entire Agreement. The Contract, together with these Terms and Conditions, and any other documents expressly incorporated herein or therein by reference, constitutes the entire agreement between Buyer and Seller related to the subject matter of the Contract, and all prior negotiations, proposals, understandings, representations, agreements and writings with respect to the subject matter of the Contract are superseded hereby. No modification of the conditions or terms of the Contract or these Terms and Conditions will be binding upon Buyer nor will extra compensation be paid by Buyer unless such modification or understanding is in a confirming writing signed by an authorized representative of Buyer.

三十二、 完整协议。合同与本**条款和条件**以及明确并入**合同**或本**条款和条件**中以供参考的任何其他文件构成**买方**和**卖方**之间有关**合同**主题事项的完整协议，并在此取代先前所有与**合同**主题事项相关的协商、提议、共识、陈述、协议和书面文件。对**合同**或本**条款和条件**中的条款和条件的任何修改均不会对**买方**产生约束力，并且**买方**将不会支付额外的补偿，除非该等修改或共识由**买方**的授权代表书面签署确认。

Novelis Party/诺贝丽斯: _____

By/签署: _____

Name/姓名: _____

Title/职位: _____

Date/日期: _____

Seller Party/卖方: _____

By/签署: _____

Name/姓名: _____

Title/职位: _____

Date/日期: _____

Seal/公章: