

## Sensirion Automotive Solutions Shanghai Co., Ltd. 盛思锐汽车系统（上海）有限公司

### General Terms and Conditions of Purchase 一般采购条款和条件

#### 1. Scope 范围

1.1 Unless otherwise agreed upon in writing with Sensirion Automotive Solutions Shanghai Co., Ltd. (hereinafter referred to as "Sensirion"), these General Terms and Conditions of Purchase shall apply to all purchases made by any Sensirion affiliate whether be for tools, machines or equipment, goods, products, parts, raw materials, other materials, work or services (the "Supply", or the "Supplies"). These General Terms and Conditions of Purchase shall override any contrary, different or additional terms and conditions (if any) contained, or referred to, in any offer, order acceptance or other document or correspondence from or by the Supplier, and no addition, alteration or substitution of these terms will bind Sensirion or form part of any contract unless it is expressly accepted in writing and signed by a person authorized to sign on Sensirion's behalf. Sensirion's acceptance or payment of Supplies does not constitute agreement. By accepting Sensirion's order, Supplier agrees to be bound by these Sensirion General Terms and Conditions of Purchase.

除非与盛思锐汽车系统（上海）有限公司（以下简称“盛思锐”）另有书面约定，否则《一般采购条款和条件》应适用于任何盛思锐附属公司的所有采购，无论是工具、机器或设备、货物、产品、零件、原材料、其他材料、工作或服务等（“供应”或“供应品”）。《一般采购条款和条件》应优先于供应商发出的任何报价、订单接受或其他文件或信函中包含或提及的任何相反、不同或附加条款和条件（如有），除非以书面形式明确同意并经授权代表盛思锐签署的人员签署，否则这些条款的增加、修改或替换将不对盛思锐产生约束力，也不构成任何合同的一部分。盛思锐验收或支付供应品并不构成协议。通过接受盛思锐的订单，供应商同意受这些盛思锐《一般采购条款和条件》的约束。

#### 2. Orders 定单

2.1 Orders and order releases as well as modifications and supplements thereto must be placed and made in writing. Any forecasts provided by Sensirion are for planning purposes only and do not constitute a release or other commitment by Sensirion.

订单和订单下达以及其修改和补充必须以书面形式下达和作出。盛思锐提供的任何预测仅用于规划目的，不构成盛思锐下达订单或作出其他承诺。

2.2 Sensirion may cancel or postpone any order in part or in whole, without becoming subject to any cancellation fee or other liability, at any time prior to shipment by Supplier by providing Supplier with notice of such cancellation.

盛思锐可在供应商装运前的任何时间，通过向供应商提供取消通知，取消或推迟任何部分或全部订单，而无需承担任何取消费用或其他责任。

2.3 For machinery equipment or customized parts, Sensirion may cancel or terminate any order or the contract at any time for convenience. The Supplier shall provide proof of the reasonable expenses which it had to incur to fulfill its obligations up to the date of cancellation/termination. Sensirion shall to the exclusion of any other claim of the Supplier reimburse such costs, provided that (i) Supplier provides a detailed list of such costs immediately after Sensirion's cancellation or termination and (ii) Sensirion does not allow the Supplies to be sold to third parties upon Supplier's request. Supplier shall not be paid for any work done after receipt of the notice of cancellation or termination, nor any

costs incurred by Supplier, its suppliers or subcontractors, which Supplier could reasonably have avoided. Under the same conditions, Sensirion shall have the right to postpone any order. In such case, Sensirion will cover reasonable storage costs for customized machinery equipment. For the avoidance of doubt, Sensirion may – without prejudice to any other rights or remedies Sensirion may have and without liability to Supplier or cost reimbursement - terminate the contract and orders (in whole or in part) at any time for cause by giving written notice to Supplier.

对于机械设备或定制零件，为方便起见，盛思锐可随时取消或终止任何订单或合同。供应商应提供在取消/终止日期之前履行其义务所需的合理费用的证明。盛思锐应免除供应商的任何其他索赔，但前提是（一）供应商在盛思锐取消或终止后立即提供此类费用的详细清单，以及（二）盛思锐不允许在供应商要求后将供应品出售给第三方。供应商在收到取消或终止通知后所做的任何工作，以及供应商、其供应商或分包商产生的而供应商可以合理避免的任何费用，均不予支付。在同样的条件下，盛思锐有权推迟任何订单。在这种情况下，盛思锐将为定制的机械设备支付合理的存储费用。为免生疑问，盛思锐在不损害盛思锐可能拥有的任何其他权利或补救措施的情况下，且无需对供应商承担责任或承担成本补偿责任，可向供应商发出书面通知，随时终止合同和订单（全部或部分）。

2.4 For orders, order releases, order acceptances, order cancellations and postponements, the written form requirement is also deemed complied with if communications are sent by remote data transmission or facsimile transmission.

对于订单、订单下达、订单接受、订单取消和延期，如果通过远程数据传输或传真发送通信，也应视为符合书面形式要求。

2.5 The contract shall be deemed to be concluded upon Supplier's acceptance, performance or commencement of execution of the order, whichever occurs first. The contract shall consist of the order and these Sensirion General Terms and Conditions of Purchase. Additional or different terms on Supplier's form are objected to and rejected.

合同应视为在供应商接受、履行或开始执行订单时（以先发生者为准）订立。合同应包括订单和盛思锐《一般采购条款和条件》。反对并不接受供应商表格上的附加或不同条款。

2.6 The Supplier is in all events solely and without restriction responsible for the procurement of the subcontracted supplies and services required for the ordered Supplies.

在任何情况下，供应商应独自且不受限制地负责采购订购供应品所需的分包供应品和服务。

### 3. Prices 价格

3.1 Unless otherwise agreed, all prices shall be net "Delivered at Place" (DAP Incoterms 2010) including packaging. Place shall be the location of the Sensirion affiliate. Subject to different agreement, Place shall be the location of Sensirion in Shanghai, Peoples Republic of China.

除非另有约定，所有价格应为“现场交货”净额（DAP 国际贸易术语解释通则 2010），包括包装。地点应为盛思锐附属机构所在地。根据不同协议，地点应为中华人民共和国上海市的盛思锐所在地。

3.2 Cost estimates and offers are maximum prices and shall be the maximum sum which Sensirion owes to Supplier for fulfilment of the contract. The price shall include all taxes, duties, fees and charges as well as all services required, whether or not such taxes, etc., and services are expressly specified in the contract. Supplier warrants that the prices shown in the cost estimates or offers shall be complete and no additional charges shall be added without Sensirion's express written consent. If applicable, the value-added taxes shall be invoiced separately by the Supplier and paid by

Sensirion to the Supplier. At Sensirion or Supplier's request, prices may be modified pursuant to periodic negotiations between the parties.

成本估算和报价为最高价格，应为盛思锐为履行合同而欠供应商的最大金额。价格应包括所有税收、关税、费用和收费以及所需的所有服务，无论这些税收等以及服务是否在合同中明确规定。供应商保证，成本估算或报价中所示的价格应完整，未经盛思锐的明确书面同意，不得增加额外费用。如适用，增值税应由供应商单独开具发票，并由盛思锐向供应商支付。应盛思锐或供应商的要求，价格可根据双方定期协商进行修改。

3.3 Payment shall be effected within 60 days net after receipt of the Supplier's invoice following transfer of risk (see article 7.1). A delay in payment is only deemed to have occurred if Sensirion has received an invoice from Supplier, after transfer of risk, and an additional period which has been set in a formal reminder has expired.

风险转移后，应在收到供应商发票后 60 天内付款（见第 7.1 条）。只有当盛思锐在风险转移后，已经收到了供应商的发票，并且在正式提醒中规定的额外期限已到期时，才视为延迟付款。

3.4 Notwithstanding the foregoing, if the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance and the period for payment shall not commence before completeness. Further, the period for payment shall not commence before complete rectification of any deficiency.

尽管有上述规定，如果要求供应商提供材料试验、试验记录或质量控制文件或任何其他文件，则此类文件应是交货或履约完整性要求的一部分，付款期限在完成上述交货或履约后开始计算。此外，付款期限在任何缺陷完全纠正之后开始计算。

3.5 Payments do not constitute acknowledgment of quantity, price and quality. Payment does not constitute an acknowledgement that the Supplies were provided in accordance with the contract.

付款并不构成对数量、价格和质量的确认。付款不构成确认供应品符合合同规定。

#### **4. Delivery, Delay 交货、延迟交货**

4.1 Delivery shall be made in accordance with the International Commercial Terms (Incoterms) in force at the time of the order. In the absence of any agreement to the contrary, delivery shall be made DAP Shanghai, People Republic of China (Incoterms 2010).

应按照订单下达之时有效的国际商业条款（国际贸易术语解释通则）进行交货。如果没有任何相反的协议，交货应在中华人民共和国上海 DAP 交货（国际贸易术语解释通则 2010）。

4.2 Each delivery shall include a packing or delivery note with details of the contents as well as the complete order number. Where appropriate or required such note must include all necessary information concerning export licensing requirements (e.g. Export Control Classification Number (ECCN), Export Control List number according to the EC Dual Use Regulation or national law (AL-No.), HS Code) and entitlement to preferences (e.g. movement certificates, declaration and certificates of origin, country of origin, preferential country of origin).

每次交货应包括一份装箱单或交货单，详细说明货物内容以及完整的订单号。在适当时候或有需要的情况下，此类说明必须包括有关出口许可要求的所有必要信息（例如出口管制分类号（ECCN）、符合

EC 两用条例或国家法律的出口管制清单号 (AL-NO.)、HS 代码) 以及优先权的授权 (例如: 运输证、声明和原产地证书、原产国、优惠原产国)。

4.3 In case of missing or incorrect shipping documents, certificates of origin or documents required by turnover tax law, Sensirion reserves the right to refuse the Supplies at the Supplier's risk and expense.

如果运输单据、原产地证明或流转税法要求的单据丢失或不正确, 盛思锐公司保留拒绝供应品的权利, 相关风险和费用由供应商承担。

4.4 Time is of the essence. Supplier agrees to deliver the Supplies on the date(s) set forth in the order. If the Supplier fails to meet the delivery date, the Supplier shall pay to Sensirion an amount equal to 2% of the price of the delayed partial shipment for each complete week of delay. Partial deliveries shall be indicated as such. Partial, over or under deliveries are permitted only with prior written consent by Sensirion. In addition, unless the Supplier is not responsible for the delay, it shall indemnify and compensate Sensirion for all direct and indirect costs and damages from failure to respect the delivery deadline that exceed the above amount of 2% per week.

时间宝贵。供应商同意在订单规定的日期交付供应品。如果供应商未按照交货日期要求交货, 供应商每延迟整一周, 应向盛思锐支付相当于延迟部分装运价格 2% 的金额。部分交付应说明如下。部分交付、超额交付或不足交付, 必须事先获得盛思锐的书面同意。此外, 除非供应商对延迟不负责, 否则供应商应赔偿并补偿盛思锐因未能遵守交付期限而产生的所有直接和间接成本和损坏, 每周超过上述金额的 2%。

4.5 If Supplier realizes that it cannot comply with a delivery date, Supplier shall notify Sensirion in writing without undue delay providing reasons for the delivery delay. In case of late delivery Supplier shall at its own cost make all efforts to keep any delay as short as possible and in particular Supplier shall at its own cost use accelerated procedures to deliver the Supply. Moreover, the Supplier is obliged to inform Sensirion immediately and without further request about any supply difficulties occurring for whatever reason as soon as it becomes aware of them itself.

如果供应商意识到其无法遵守交货日期交货的, 供应商应以书面形式通知盛思锐, 不得无故拖延, 但应说明延迟交货的原因。如果延迟交货的, 供应商应尽一切努力使延迟时间尽可能短, 尤其是供应商应自费采用加速程序交付供应品。此外, 供应商有义务在意识到供应困难时, 立即通知盛思锐, 对此不得提出进一步要求, 无论出于何种原因。

4.6 The Supplier agrees to provide Sensirion with all assistance, advice and training reasonably required to permit Sensirion to use or operate the Supplies.

供应商同意向盛思锐提供所有必要的协助、建议和培训, 以便盛思锐使用或操作供应品。

4.7 In addition to any other rights and remedies Sensirion may have, these provisions of article 4 shall also apply to a delay in subsequent performance and where, due to any deficiency or defect of a Supply - especially but not limited to work, machinery and equipment – the Supply may not be used for its intended purpose.

除盛思锐可能拥有的任何其他权利和补救措施外, 第 4 条的这些规定也应适用于后续履约的延迟, 如果由于供应品的任何不足或缺陷 (尤其是但不限于工作、机械和设备), 供应品不能用于其预期目的。

4.8 Any and all further claims and all other legal rights are reserved. Unconditional acceptance of a delayed delivery or performance does not constitute a waiver by Sensirion of claims or damages arising from such a delay.

保留所有进一步的索赔和所有其他合法权利。对延迟交付或履约的无条件接受不构成盛思锐放弃对此类延迟引起的索赔或损坏的追究责任的权利。

## 5. Examination and investigation 检查和调查

5.1 Supplier shall examine the quality and quantity of the Supply before shipment. Supplier acknowledges and agrees that Sensirion inspects incoming supplies only for evident transport damage, and for deficiencies in quantity and identity based on a comparison of the delivery documents with the order documents (the 'Incoming Inspection'). Upon finding of any such transport damage, or deficiency in quantity or identity Sensirion shall notify Supplier. Sensirion may carry out further inspections in the regular course of business, e.g. during manufacturing, production, or assembly. Sensirion shall notify Supplier of all other damages, deficiencies and deviations once they are discovered in the regular course of business. Supplier hereby waives any right it may have to reject delayed notification of deficiency, damage and deviation as well as technical defect, etc. discovered in the regular course of business that are not immediately discoverable in the Incoming Inspection as described above. Further, the result of inspection may be notified to the Supplier at any time after the incoming inspection if there exists a justifiable reason.

供应商应在装运前检查供应品的质量和数量。供应商承认并同意，盛思锐仅对来料进行检验（“进货检验”），以确定是否存在明显的运输损坏，以及根据交货文件与订单文件的比较，确定是否存在数量和标识上的缺陷。一旦发现任何此类运输损坏或数量或标识缺陷，盛思锐应通知供应商。盛思锐可以在正常的业务过程中进行进一步的检查，例如在制造、生产或装配过程中。一旦在正常业务过程中发现任何其他损坏、缺陷和偏差，盛思锐应通知供应商。供应商特此放弃其拒绝延迟通知在正常业务过程中发现的，且在上述进货检验中不能立即发现的缺陷、损坏和偏差以及技术缺陷等的任何权利。此外，如果有正当理由，检验结果可在进货检验后随时通知供应商。

5.2 Supplier shall notify Sensirion immediately about any defect. Should a result of sample testing reveal defective Supply, then this Supply has to be sorted out at Supplier's cost. All of this Supply still in stock as well as any future Supply has to be tested for this defect on Supplier's cost, until the cause of defect is eliminated. Supply already delivered has to be identified and Sensirion has to be notified immediately. This is in addition to any and all other rights.

供应商应立即通知盛思锐任何缺陷。如果样品测试的结果显示供应品有缺陷的，那么该供应品必须由供应商自费解决。所有在库的供应品以及任何未来的供应品都必须由供应商自费对该缺陷进行测试，直到缺陷原因消除为止。必须确定已交付的供应品，并立即通知盛思锐。这是对任何和所有其他权利的补充。

5.3 In case of a systemic defect, the parties shall, at the cost and expense of the Supplier, (i) perform a joint investigation to clarify the cause of the systemic defect, (ii) investigate which Supply is affected, and (iii) agree on a corrective action plan for the Supply as to minimize the effects for Sensirion's customers. The Supplier shall without undue delay do necessary corrections to stop further defective Supply to reach Sensirion and provide Sensirion with a corrective action plan for root cause analysis, corrective and preventive actions. Systemic defect means a common and more than insignificant defect due to poor workmanship or defect in materials. Any and all claims and all other legal rights are reserved.

如果出现系统性缺陷的，各方约定供应商应自费，（一）进行联合调查，以澄清系统性缺陷的原因，（二）调查哪些供应品受到影响，以及（三）同意就供应品达成纠正措施计划，以将对盛思锐的客户影响降至最低。供应商应不得无正当理由拖延采取必要的纠正措施，以停止进一步供应缺陷供应品，以达到盛思锐要求，并向盛思锐提供一份用于根本原因分析、纠正和预防措施的纠正措施计划。系统性缺陷

是指由于工艺不良或材料缺陷而产生的一种常见且不显著的缺陷。保留任何及所有索赔和所有其他合法权益。

## **6. Acceptance 验收**

6.1 Acceptance by Sensirion will occur for Supplies or services involving installation, commissioning or services, upon completion to the satisfaction of Sensirion of any acceptance tests as evidenced by an acceptance certificate signed by Sensirion.

完成并通过盛思锐任何验收测试后（由盛思锐签署的验收证书予以证明），将对涉及安装、调试或服务的供应或服务，由盛思锐进行验收。

## **7. Risk, Title 风险、所有权**

7.1 For Supplies involving installation, commissioning or services, the transfer of risk occurs on acceptance and for Supplies not involving installation or commissioning, the transfer of risk shall be upon receipt by Sensirion at the designated place of receipt.

对于涉及安装、调试或服务的供应品，风险转移发生在验收之时；对于不涉及安装或调试的供应品，风险转移应在盛思锐在指定接收地点接收后进行。

7.2 Title shall pass to Sensirion on the date of delivery or on the date payment has been made by Sensirion, whichever occurs first.

所有权应在交付之日或盛思锐支付之日转移给盛思锐，以先发生者为准。

7.3 All materials and information transmitted, made available and disclosed, or paid for, by Sensirion, including materials containing confidential information; drawings; schematics; manufacturing, testing and delivery instructions; operating or auxiliary material (samples, models, etc.); tools shall be and remain, or become, Sensirion's property. The Supplier shall be liable for any damage to such Sensirion property.

盛思锐传输、提供、披露或支付的所有材料和信息，包括包含机密信息的材料；图纸；示意图；制造、测试和交付说明；操作或辅助材料（样品、模型等）；工具，应是并保持或成为盛思锐的财产。供应商应对此类盛思锐财产的任何损坏负责。

## **8. Warranty 保修**

8.1 Except for cases of product liability, where there is no limit, the warranty period for the Supplies is 36 months from the date of transfer of risk. The warranty period for deficiencies, non-conformances and defects which cannot be detected by Sensirion during the 36 months' warranty period through ordinary examination methods, or where defects in a Supply that has been incorporated in an immovable work (e.g. production line, machinery) in a manner consistent with its nature and purpose have caused the work to be defective, or defects in an immovable work, shall be 5 years. Sensirion is entitled to notify the Supplier of any deficiency, non-conformance or defect at any time during the warranty period, without being bound to a time limit therefore. If a defect becomes evident within 6 months of the transfer of risk, it shall be assumed that the defect already existed at the time of the transfer of the risk, provided that Supplier will not assume the liability under the warranty if the defect was caused by Sensirion.

除产品责任外，没有限制的，供应品的保修期为自风险转移之日起 36 个月。在 36 个月的保修期内，针对盛思锐无法通过普通检查方法检测到的缺陷、不合格项和缺陷，或在供应品中，符合其性质和目的的方式，已包含在固定工程（如生产线、机械）中的供应品缺陷造成作品有缺陷的，或者固定工程中的缺陷，其保修期为 5 年。在保修期内的任何时间，盛思锐有权通知供应商任何缺陷、不合格项或缺陷，而不受时间限制。如果缺陷在风险转移后的 6 个月内变得明显，则应假定缺陷在风险转移时已经存在，但如果缺陷是由盛思锐造成的，供应商不承担保修责任。

8.2 Should the Supplier in the course of subsequent performance replace or repair Supplies, the warranty period for these Supplies shall begin afresh.

如果供应商在后续履约过程中，更换或维修供应品，这些供应品的保修期应重新开始计算。

8.3 In the event that an epidemic failure occurs during the warranty period, all Supplies delivered by Supplier, whether the defect already occurred or not, shall be deemed to be defective and Sensirion may claim its rights under this article for all delivered Supplies. An epidemic failure shall exist if the same or similar defect occurs in relation to at least 20 ppm of the supplied Supply within a delivery lot or in relation to at least 20 ppm of the supplied Supply within a period of 3 months, in so far nothing to the contrary has been agreed in a Quality Assurance Agreement. As soon as a party knows or suspects that an epidemic failure exists it shall notify the other party of such. Additional duties and rights shall not be affected.

如果在保修期内发生重大故障，供应商交付的所有供应品，无论是否已发生缺陷，均应视为有缺陷，盛思锐可根据本条要求其对所有交付供应品享有索赔的权利。质量保证协议中没有相反规定的，如果发生同一缺陷或类似缺陷，与同一交货批次内所供应的供应品至少 20 ppm 有关，或与 3 个月内所供应的供应品至少 20 ppm 有关，则应视为存在重大故障。一方一旦知道或怀疑存在重大故障，应立刻通知另一方。额外的义务和权利不受影响。

8.4 Supplier represents and warrants that Supplies are new, state of the art, merchantable, conform to specifications, samples, drawings, descriptions and documentations, and free from defects in title, design, material and workmanship. Supplier shall be liable for any deficiency, non-conformance and defect, irrespective of its fault. The Supplier, an expert in its field, assumes full responsibility and liability for the Supplies. If Supplier has been informed of the use of the Supplies, or if such use can be reasonably foreseen or is mentioned in a documentation, Supplier warrants that the Supplies are suited and appropriate for such use.

供应商声明并保证供应品是新的、最先进的、可销售的，与规范、样品、图纸、描述和文件一致，并且在名称、设计、材料和工艺方面没有缺陷。不论是否是其过失，供应商都要为缺货、不符合项和缺陷负责。供应商是该领域的专家，应对供应品承担全部责任和义务。如果供应商已被告知供应品的使用条件，或者如果这种使用条件可以合理预见或在文件中提及，供应商应保证供应品适用于这种使用条件。

8.5 Excessive wear and tear, excessive corrosion, excessive erosion or other excessive deterioration which may occur in particular during storage, standby operation or operation shall be deemed to be a deficiency.

特别是在储存、备用操作或运行期间出现的过度磨损、过度腐蚀、过度侵蚀或其他过度变质，应视为缺陷。

8.6 For custom made Supplies, Supplier warrants that it has punctually and completely gathered all information, data, circumstances and facts necessary for its performance. The Supplier undertakes to test all drawings, calculations,

specifications and other requirements provided by Sensirion independently within the scope of its general and technical knowledge for errors and inconsistencies and, if necessary, to promptly notify Sensirion in writing of any objections in order to resolve them.

对于定制的供应品，供应商保证已经及时、完整地收集了履行职责所需的所有信息、数据、情况和事实。供应商承诺在其通用技术知识范围内独立检查盛思锐提供的所有图纸、计算结果、规范和其他要求，以发现错误和不一致之处，并且在必要时及时书面通知盛思锐以解决这些问题。

8.7 Supplier undertakes to inspect the Supplies for defects prior to delivery or handover to Sensirion. Supplier shall notify Sensirion immediately about any defects.

供应商承诺在供应品交付或移交给盛思锐之前会检查其是否存在缺陷。供应商应立即通知盛思锐任何缺陷。

8.8 Supplier warrants that the Supplies and all rights thereto are owned by Supplier and do not violate any copyright, patent, trade secret or any other proprietary right of any third party. Supplier warrants that it has and will convey to Sensirion good title to the Supplies, free and clear of all liens and encumbrances and that the manufacture, production, installation and sale or license to, and use by, Sensirion of the Supplies are in compliance with any and all applicable laws, rules and regulations.

供应商保证供应品及其所有权利归供应商所有，不侵犯第三方的版权、专利、商业秘密或其他专有权利。供应商保证，它已经并将向盛思锐传达对供应品的良好所有权，没有任何留置权和产权负担，并且盛思锐对供应品的制造、生产、安装和销售或许可和使用均符合任何和所有适用的法律、规则和条例。

8.9 If Supplier breaches any warranty, or Supplies are otherwise defective or non-conforming, Supplier shall, at Sensirion's option, promptly repair, replace or refund the amount paid for the Supplies, and shall pay to Sensirion all incidental and consequential damages and additional expenses arising from breach of a warranty, defective or non-conforming Supplies, including cost due to exceptional shipping, line stoppage at Sensirion or its customers' facilities, loss of earnings, penalties, costs of ordering Supplies from a third party, etc. Supplier shall bear the risk of loss of all defective or non-conforming Supplies while in transit.

如果供应商违反保证，或供应品有其他缺陷或不符合要求，供应商应根据盛思锐的选择，立即修理、更换或退还为供应品支付的款项，并向盛思锐赔偿因违反保证、提供有缺陷或不符合要求的供应品而产生的所有附带和后果性损害和额外费用，包括因异常运输、盛思锐或其客户设施的线路中断、收入损失、罚款、向第三方订购供应品所产生的费用。供应商应承担有缺陷或不符合规定的供应品在运输过程中丢失的风险。

8.10 The Supplier shall bear the cost of subsequent performance, as well as the costs incurred by Sensirion for inspection, sorting, remediation of defects (including recall, dismantling, installation and re-assembly costs) and other expenses (including the cost of increased inspection of incoming goods due to defective delivery) and losses. The Supplier shall bear all costs, losses and expenditures Sensirion has to bear in relation to its customers, e.g. due to replacement or repair caused by the Supplies (including the cost of a recall or service action).

供应商应承担后续履行的成本，以及盛思锐因检查、分类、缺陷补救（包括召回、拆卸、安装和重新



组装成本)产生的费用,其他费用(包括因交付缺陷而增加的进货检查成本)和损失。盛思锐不得不承担的与其客户相关的所有成本、损失和支出,例如更换或修理供应品(包括召回或服务的成本),由供应商承担。

8.11 Should the Supplier fail to fulfil his obligation for subsequent performance within a reasonable time limit set by Sensirion, then Sensirion is also entitled to remedy the deficiency or to have the deficiency remedied by a third party at the Supplier's risk and expenses, to cancel the contract in whole or in part without being subject to any liability for damages, or to demand a reduction in price, and to claim damages (including indirect and consequential damages) in lieu of performance. Sensirion can demand an advance payment from the Supplier for the necessary relevant expenses. Further rights remain unaffected.

如果供应商未能在盛思锐规定的合理期限内履行其后续履约义务,盛思锐有权补救不足之处,或由第三方补救不足之处,产生的风险和费用由供应商承担,也有权全部或部分取消合同,无需承担任何损害赔偿赔偿责任,或要求供应商降低价格,并要求后果性损害赔偿(包括间接和后果性损害赔偿)来代替履约。盛思锐可以要求供应商预付必要的相关费用。其他权利不受影响。

8.12 The Supplier warrants to maintain or repair or troubleshoot any part of the Supply, or assist Sensirion in the operation, maintenance and repair of the Supply or in troubleshooting. Provided that such services shall not affect the Supplier's liability to remedy deficiencies, non-conformities or defects, Sensirion shall pay for such services subject to them being furnished at reasonable and competitive conditions. The Supplier warrants a reaction time of 48 hours.

供应商保证维护或修理供应品或排除故障,或协助盛思锐操作、维护和修理供应品或排除故障。如果此类服务不影响供应商对缺陷、不符合项或缺陷进行补救的责任,盛思锐应支付此类服务的费用,前提是这些服务是在合理且有竞争力的条件下提供的。供应商保证 48 小时的反应时间。

8.13 These warranties shall be in addition to any other warranties, express, implied, or statutory. The warranties expressed herein shall be construed as consistent and cumulative with each other and with all warranties implied by law. If any warranties held to be inconsistent, Sensirion may, at any time, including in the course of a suit for breach, select which of them shall be excluded. All warranties shall be construed liberally in favor of Sensirion. All warranties shall run to Sensirion, its customers and subsequent owners or users of the Supply to which they relate.

这些保证是对其他明示、暗示或法定保证的补充。此处表达的保证应被解释为彼此一致且累积,并与法律规定相一致。如果出现了与供应商的保证不一致的情况,盛思锐可以在任何时候,包括在违约诉讼过程中,选择排除该条款。所有保证应被自由地解释为有利于盛思锐。所有保证应适用于盛思锐、盛思锐的客户以及与供应品相关的后续所有者或用户。

## **9. Intellectual Property rights and Software use 知识产权和软件使用**

9.1 The Supplier guarantees the validity of the intellectual and industrial property rights related to the Supplies, as well as the unrestrained usability of the Supplies as regards the intellectual and industrial property rights of any third party. It is essential the Supplies are delivered free of any third party rights. The Supplier shall defend and hold Sensirion and Sensirion's customer harmless from any complaint and/or claim made by a third party.

供应商保证与供应品相关的知识产权和工业产权的有效性，以及供应品在任何第三方的知识产权和工业产权方面不受限制的可用性。重要的是，供应品的交付必须与第三方权利无关。供应商应对盛思锐及其客户进行辩护并使其免受第三方的投诉和/或索赔。

9.2 All rights to the Supplies including all patents, copyright, trademarks, trade secrets or any other form of intellectual property, except those previously owned by Supplier belong exclusively to Sensirion. As far as development – including software development, inventions, improvements - or construction results emerge from the performance of a service, in case of a research, development, engineering, construction order or another order which includes the development of a technical problem solution, Sensirion shall hold all rights, title and interest, and exclusive use of all development and construction results deriving there from. The amount payed by Sensirion to Supplier is also in consideration of the selling, transfer, and assignment from Supplier to Sensirion of all newly generated intellectual property under a service or in fulfillment of an order for Sensirion; provided that if necessary, Sensirion and Supplier may enter into a separate agreement with respect to the amount of the compensation for any newly generated intellectual property. Supplier agrees to assign and hereby does assign all rights, title and interest in such intellectual property to Sensirion and Sensirion hereby accepts such assignment. As far as Supplier's results are subject to intellectual property rights which can be registered, Sensirion shall be entitled exclusively to register such rights worldwide in Sensirion's own name. The Supplier shall claim all inventions accruing from its employees and transfer all rights in these inventions to Sensirion. For this purpose, Supplier shall make all information necessary available to Sensirion and shall refrain from doing anything that could endanger the granting of the applied intellectual property right. The Supplier shall ensure that the employees entrusted with the developments submit the necessary statements so Sensirion can execute its rights unrestrictedly. Without Sensirion's written consent the developments and constructions shall neither be made available to third parties in whole or in part nor used for Supplier's own or other purposes.

供应商的所有权利，包括所有专利、版权、商标、商业秘密或任何其他形式的知识产权，除了供应商以前拥有的权利，均属于盛思锐。就开发而言，包括软件开发、发明、改进或服务产生的建设成果，如果是研究、开发、工程、施工订单或其他包含技术问题解决方案的开发订单，盛思锐应拥有所有的权利、所有权和利益，并独家使用由此产生的所有开发和建设成果。盛思锐支付给供应商的金额还考虑到了供应商向盛思锐提供销售、转让和服务的费用或盛思锐订单中新产生的知识产权费用；前提是，如有必要，盛思锐和供应商可以就任何新产生的知识产权的补偿金额达成单独的协议。供应商同意将此类知识产权的所有权利、所有权和利益转让给盛思锐，盛思锐特此接受此类转让。只要供应商的成果受可以注册的知识产权的约束，盛思锐就有权以盛思锐自己的名义在全球范围内注册这些权利。供应商应声明拥有其员工的所有发明，并将这些发明的所有权利转让给盛思锐。为此，供应商应向盛思锐提供所有必要的信息，并避免采取任何可能危及授予所申请的知识产权的行为。供应商应确保受托开发的员工提交必要的声明，以便盛思锐能够不受限制地行使其权利。未经盛思锐的书面同意，不得将全部或部分开发和建设信息提供给第三方，也不得将其用于供应商自身或其他目的。

9.3 The Supplier shall grant Sensirion a non-exclusive, transferable, worldwide and perpetual right to use Supplies and standard software included in the Supplies, to integrate Supplies into other products and to distribute them worldwide, and, as the case may be, to sublicense (through multiple tiers) the right of use. The Supplier shall not make any third party software (including but not limited to Open Source Software) part of the Supplies unless having obtained Sensirion's prior written consent.

供应商应授予盛思锐非独有的、可转让的、全球的和永久的权利，使其可以使用供应品和供应品中包

含的标准软件，将供应品整合到其他产品中在全球分销，并根据具体情况授予其再许可（通过多层）使用权。除非事先获得盛思锐的书面同意，否则供应商不得将任何第三方软件（包括但不限于开源软件）作为供应品的一部分。

## 10. Intellectual Property infringement 知识产权侵权

10.1 Supplier shall defend, indemnify and hold harmless Sensirion, its customers, directors, officers, employees, agents, assignees, and authorized representatives, from and against any and all claims, suits, actions, proceedings demands, damage, loss and cost (including reasonable lawyer's fee) and expenses of any nature which are based on a claim that the Supply or any part thereof, constitutes or may constitute an infringement of any patent, copyright, trademark, trade secret or any other industrial property rights. The duty to indemnify shall also come into existence if Sensirion and its contracting parties, without decision of the court approve the right of the third parties on trust.

供应商应对盛思锐、其客户、负责人、管理人员、雇员、代理人、受让人和授权代表进行辩护、赔偿并使其免于承担任何所有索赔、控告、诉讼、诉讼要求、损害、损失和费用（包括合理的律师费）以及任何性质的费用，这些费用基于供应商或其部分构成或可能构成对专利、版权、商标、商业秘密或其他工业产权的侵犯。在第三方信托权利未经法院批准的情况下，盛思锐及其缔约方的赔偿义务也应成立。

10.2 If the use, reproduction, distribution, licensing and/or sale of any Supply or any part thereof is enjoined by a court, a settlement or on trust, the Supplier shall, at its own expense, either procure for Sensirion an irrevocable, royalty-free, sublicensable, and transferable license to continue using the Supplies, or at Sensirion's sole option, replace same with substantially equal but non-infringing Supply or modify the Supply so that it becomes non-infringing, provided that no such replacement or modification shall release Supplier from its obligations under this contract.

如果供应品或其组成部分的使用、复制、分销、许可和/或销售受到法院、协议或信托的禁止，供应商应自费为盛思锐购买不可撤销、免版税、可再许可和可转让的许可证，以继续供其使用该供应品，或盛思锐可自行选择用基本上相同但不侵权的产品替换该供应品，或修改该供应品使其不侵权，前提是此类替换或修改不免除供应商在本合同下的义务。

10.3 Supplier shall give Sensirion prompt written notice of any infringement claim.

就任何侵权索赔，供应商应立即书面通知盛思锐。

## 11. Confidentiality 保密性

11.1 The Supplier shall keep confidential, and shall not without Sensirion's prior written consent disclose to any third party, any technical or commercial information which it has acquired from Sensirion as a result of discussions, negotiations and other communications, as well as any materials derived there from, as long and to the extent that it is not proven public knowledge. Sensirion's confidential information shall only be made available to those of Supplier's employees who necessarily need to be involved in the use thereof for the purpose of delivering to Sensirion and who are also committed to confidentiality; the information remains Sensirion's exclusive property. The Supplier shall use any information provided to Supplier by Sensirion only in connection with the Supplies and exclusively in the interests of Sensirion. The Supplier shall take all necessary measures to ensure that no information is disclosed or revealed to a third party. For the avoidance of doubt, Supplier's subcontractors are third parties. Supplier has not and will not disclose

to Sensirion any materials, documents or other information which are deemed to be confidential information to Supplier or to any third party. Any receipt of any confidential information from Supplier must be subject of a separate written agreement made prior to the receipt by or disclosure to Sensirion.

供应商应对其通过讨论、谈判和其他沟通从盛思锐获得的技术或商业信息以及材料保密，并且不得在未经盛思锐事先书面同意的情况下向任何第三方披露这些信息，只要这些信息未被证明是公共知识。盛思锐的机密信息仅供供应商的员工，这些员工为向盛思锐提供服务必须参与使用这些机密信息并承诺保密；这些信息仍然是盛思锐的专有财产。供应商应使用盛思锐提供的信息，这些信息仅与供应品相关，并且完全符合盛思锐的利益。供应商应采取一切必要措施，确保不向第三方披露或透露任何信息。为避免疑问，供应商的分包商是第三方。供应商没有且将来也不会向盛思锐披露任何被视为供应商或第三方机密信息的材料、文件或其他信息。供应商提供的机密信息必须在盛思锐收到或向其披露之前达成单独的书面协议。

11.2 Within 14 days after Sensirion's request, Supplier will return all confidential information of Sensirion and all copies thereof (in any media). Supplier shall destroy all notes, documents and other writings prepared based on Sensirion's non-public data.

在盛思锐提出要求后的 14 天内，供应商将归还盛思锐的所有机密信息及其所有副本（在任何媒体上）。供应商应销毁基于盛思锐非公开数据准备的所有注释、文件和其他书面报告。

11.3 Sensirion or a later owner of the Supplies shall be entitled to use any documents, drawings, manuals, instructions, etc. obtained by Sensirion from the Supplier in connection with the contract or order for any purpose in particular for operation, maintenance, modifications, or tests.

盛思锐或供应品的后续所有者应有权使用任何文件、图纸、手册、说明等。盛思锐从供应商处获得的与合同或订单相关的用于任何目的，特别是操作、维护、修改或测试。

## 12. Compliance 合规

12.1 The Supplier shall comply with the laws of the applicable legal system(s), and all statutory provisions governing the treatment of employees, environmental protection, health and safety at work. In particular, the Supplier shall not engage, actively or passively, nor directly or indirectly in any form of bribery, in any illegal, unfair or deceptive trade practices or unethical business practices, in any violation of basic human rights of employees or any child labor.

供应商应遵守适用法律体系的法律，以及所有关于员工待遇、环境保护、健康和工作安全的法律规定。特别是，供应商不得主动或被动、直接或间接参与任何形式的贿赂、非法、不公平或欺骗性的贸易行为或不道德的商业行为，以及任何侵犯员工或童工基本人权的行。

12.2 Any permits or certificates required must be procured by the Supplier free of charge for Sensirion. If – irrespective of Sensirion's acceptance – the execution of the Supply is not recognized as conforming under the regulations and laws in force, and any changes are prescribed, then these will be carried out by Supplier at Supplier's expenses.

供应商应免费为盛思锐提供任何所需的许可证或证书。如果--不管盛思锐是否接受--根据现行法规和法律，产品供应被视为不符合要求，并且对变更作出了规定，则这些变更将由供应商执行，费用由供应商承担。

12.3 The Supplier shall adopt and comply with the Responsible Business Alliance (RBA) Code of Conduct available at [www.responsiblebusiness.org/code-of-conduct/](http://www.responsiblebusiness.org/code-of-conduct/) and which may be updated from time-to-time. Supplier will use best

efforts to ensure compliance with this code of conduct among its suppliers.

供应商应采用并遵守 [www.responsiblebusiness.org/code-of-conduct/](http://www.responsiblebusiness.org/code-of-conduct/) 现有的责任商业联盟行为准则，该准则可能会不时更新。供应商将尽最大努力确保其供应商遵守本行为准则。

12.4 Supplier represents and warrants that it complies with EU Directive 2011/65/EU (RoHS Directive), EU Directive 1907/2006/EU (REACH Directive), EU Directive 2006/66/EC (Battery Directive), and EU Directive 2012/19/EU (WEEE Directive), as well as any and all directives or regulations that are equivalent or similar to these Directives.

供应商声明并保证其符合欧盟指令 2011/65/EU (RoHS 指令)、欧盟指令 1907/2006/EU (REACH 指令)、欧盟指令 2006/66/EC (电池指令) 和欧盟指令 2012/19/EU (WEEE 指令)，以及与这些指令等同或相似的任何所有指令或法规。

12.5 Should the Supplies contain substances which – according to international regulations – are classified as dangerous substances, the Supplier will inform Sensirion in writing no later than the date of order confirmation.

如果供应品中含有被国际法规归类为危险物质的物质，供应商将在订单确认之日前书面通知盛思锐。

12.6 The Supplier agrees to comply with the provision of all relevant CE-Directives and shall accordingly perform and furnish the required declarations in connection therewith. Always the latest version of the Directives shall apply. The technical documentation (files) shall be retained for at least 12 years following the delivery date to Sensirion or for 10 years after the manufacture of the last unit – whichever occurs later - and shall be kept available for disclosure at any time on Sensirion's simple demand.

供应商同意遵守所有相关欧盟指令的规定，并相应地执行和提供与此相关的所需声明。指令的最新版本应始终适用。技术文件（文件）应在交付给盛思锐之日后至少保留 12 年，或在最后一台设备制造后保留 10 年（以较晚发生者为准），并应盛思锐的简单要求随时公开。

12.7 If any purchase of Supplies involves work by Supplier on Sensirion's premises, Supplier will comply with all safety and security regulations of Sensirion and shall take all precautions required to prevent injury to persons or property during such installation or work. Sensirion may give workplace-related instructions, the acknowledgement of which must be signed by Supplier's staff.

如果供应品的采购涉及供应商在盛思锐的工作，供应商将遵守盛思锐的所有安全和安保规定，并应采取一切必要的预防措施，防止人员或财产在安装或工作期间受到伤害。盛思锐可能会给出与工作场所相关的指示，其确认书必须由供应商的员工签署。

12.8 The Supplier shall ensure that its subcontractors at all times act in accordance with this contract in all respects and shall remain fully liable for each subcontractor's obligations as for its own.

供应商应确保其分包商在所有方面都一直按照本合同行事，并对每个分包商自身的义务承担全部责任。

### **13. Subcontracting to Third Parties 分包给第三方**

13.1 Subcontracting to third parties shall not take place without the prior written consent of Sensirion and entitles Sensirion to cancel the contract in whole or in part and claim damages.

未经盛思锐事先书面同意，不得分包给第三方，否则盛思锐有权全部或部分取消合同并要求赔偿损失。

### **14. Product Changes, Long-term Supply, Supply Discontinuation 产品变更、长期供应、供应中断**

14.1 Any changes or modifications of the Supply, in particular by changing the production method, materials, components, quality testing procedure, quality testing equipment, quality assurance and/or measures, and/or by relocating of production sites which may affect the quality of the Supplies, materials, goods or services hereby ordered shall be notified at least 12 months in advance for Sensirion's attention and approval. Sensirion shall not unreasonably withhold approval, if form, fit and function is maintained.

供应品的任何变更或修改，特别是变更生产方法、材料、组件、质量测试程序、质量测试设备、质量保证和/或措施，和/或搬迁生产场所，可能会影响由此订购的供应品、材料、货物或服务的质量，因此应至少提前 12 个月通知盛思锐，以获得其关注和批准。如果形式、适合性和功能保持不变，那么盛思锐不得无理地拒绝批准。

14.2 Supplier shall supply each Supply for a minimum period of fifteen (15) years starting with start of series production of the respective Sensirion customer project which uses the Supply. Supplier undertakes to supply Sensirion with spare parts, replacement parts, repair services and technical support for each Supply at reasonable and competitive pricing for a period of at least fifteen (15) years after the discontinuation of series production. Supplier will keep all spare parts on stock, ready for immediate dispatch to the site.

供应商应自使用该供应品各自的盛思锐客户项目的一系列生产开始起，对每个供应品应提供至少十五（15）年的供应。供应商承诺在系列生产停止后的至少十五（15）年内，以合理且有竞争力的价格为每批供应品提供备件、零更换件、维修服务和技术支持。供应商将所有备件入库保存，可随时发送到现场。

14.3 If after such time the Supplier intends to cease the Supply, Supplier shall inform Sensirion of such intend accordingly, and shall invite Sensirion to place an all-time-buy. Furthermore, the Supplier shall then make all drawings, procedures, instructions, source codes, etc., available to Sensirion free of charge in order to enable Sensirion or a third party to manufacture or produce the Supply and to service the software for exclusive use in connection with the Supply. Sensirion has the right to acquire any tools and equipment owned by the Supplier for a reasonable fee if production, for any reason, of the relevant Supply shall cease.

如果在此之后，供应商打算停止供应，供应商应相应地通知盛思锐，并邀请盛思锐进行一次永久购买。此外，供应商应制作所有图纸、程序、说明、源代码等，供盛思锐免费使用，以使盛思锐或第三方能够制造或生产供应品，并为与供应品相关的专用软件提供服务。不管出于什么原因停止生产相关供应品，盛思锐都有权以合理的费用获得供应商拥有的工具和设备。

## **15. Export controls and foreign trade regulations 出口管制和外贸条例**

15.1 Supplier shall comply with all applicable export control, customs and foreign trade regulations for all Supplies. Supplier shall also obtain all necessary export licenses, unless Sensirion or any other party other than supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

对于所有供应品，供应商应遵守所有适用的出口管制、海关和外贸法规。除非盛思锐或供应商以外的其他方被要求根据适用的外贸法规申请出口许可证，否则供应商还应获得所有必要的出口许可证，

15.2 The Supplier shall be obliged to inform Sensirion in writing about any applicable (re-)export license requirements for the Supplies under European or US export control law and customs regulations as well as the export control law and

customs regulations of the country of origin of the Supply. Therefore and in addition to the requirements listed in article 4.2, at least in its offers, order confirmations and invoices the Supplier shall provide the following information with respect to Supplies: (i) Export Control Classification Number (ECCN) for US goods (including technology and software) pursuant to the US Export Administration Regulations (EAR); (ii) country of origin of the Supplies and of the components thereof, including technology and software; (iii) HS (Harmonized System) codes of the Supplies.

供应商有义务根据欧洲或美国出口管制法和海关条例以及供货来源国的出口管制法和海关条例，书面通知盛思锐适用的（再）出口许可证要求。因此，除了第 4.2 条中列出的要求之外，至少在其报价、订单确认书和发票中，供应商应提供关于供应品的下列信息：（一）根据美国出口管理条例(EAR)，美国货物（包括技术和软件）的出口控制分类编号（ECCN）；（二）包括技术和软件在内的供应品及其组件的来源国；（三）供应品的编码协调系统。

15.3 Upon request the Supplier shall provide any other foreign trade data with respect to the Supplies and their components in written form and shall inform Sensirion about all changes to such data without delay and prior to supply. 应要求，供应商应以书面形式提供与供应品及其组件相关的其他外贸数据，并在供应前及时告知盛思锐此类数据的所有变更。

15.4 The Supplier shall be responsible for any and all costs and/or losses incurred by Sensirion as a result of failure to observe these provisions or the inaccuracy of said export control and foreign trade data, or if the fulfillment of the contract is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

因供应商不遵守这些规定或所述出口管制和外贸数据不准确，或因国内或国际外贸或海关要求或禁运或其他制裁造成的任何障碍而导致了盛思锐的任何所有支出和/或损失，应由供应商负责。

## **16. Product Liability and General Indemnification 产品责任和一般赔偿**

16.1 Supplier shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless Sensirion, Sensirion's affiliated companies and customers, and each of their officers, directors, agents and employees from and against any and all claims, actions, suits, liabilities, damages, demands, obligations, penalties, forfeitures, losses, settlements, judgments, costs and expenses (including attorney's fees), whether or not involving a third party claim, which arise out of, relate to or result from product liability, injuries to persons (including death), destruction or damage to property, recall or retrofit of any Supply, any breach of any representation or warranty of Supplier contained in this contract, any breach of any covenant or other obligation of duty of Supplier under this contract or under applicable law, any other defect of Supply, and negligence or willful misconduct of the Supplier, its agents or employees, or any act or omission of Supplier.

供应商应在法律允许的最大范围内，保护、辩护、赔偿盛思锐、盛思锐的关联公司和客户及其每一位管理人员、负责人、代理人和员工，使其免于承担任何和所有索赔、诉讼、控告、责任、损害、要求、义务、处罚、没收、损失、和解、判决、成本和费用（包括律师费），无论是否涉及由产品责任、人身伤害（包括死亡）、财产毁坏或损坏、召回或翻新供应品、违反本合同中包含的供应商的陈述或保证、违反本合同或适用法律下供应商的契约或其他义务、供应品的其他缺陷、其代理人或雇员的疏忽或故意不当行为、或供应商的任何作为或不作为引起的、与此相关的或因此导致的第三方索赔。

16.2 If there is a risk, in Sensirion's sole opinion, that a Sensirion product may cause personal injury or damage to property because of a Supply and Sensirion as a result of this decides to withdraw such product, the Supplier shall

indemnify Sensirion's and its customer's damages, costs and expenses on account of such withdrawal.

如果盛思锐认为，由于供应商的原因，盛思锐产品可能导致人身伤害或财产损失，因此盛思锐决定撤回该产品，供应商应赔偿盛思锐及其客户因撤回该产品而遭受的损失、支出和费用。

## **17. Insurance 保险**

17.1 Supplier shall – at no cost for Sensirion - take out an insurance policy with appropriate coverage against all risks resulting from product liability. Supplier shall provide – on request – evidence of such insurance. In the event of material change or cancellation of coverage Supplier shall give written notice to Sensirion at least 30 days before.

如果盛思锐不需承担任何费用，那么供应商应购买一份具有适当保险范围的保险单，对产品责任产生的所有风险进行防范。供应商应根据要求提供此类保险的证据。如果发生材料变更或保险取消情况，供应商应至少提前 30 天书面通知盛思锐。

## **18. Force Majeure 不可抗力**

18.1 Force Majeur, labour disputes, disruption in operations beyond the concerned Party's reasonable control, disturbances, governmental measures and other unforeseen circumstances shall entitle Sensirion – without prejudice to its other rights – to withdraw wholly or partially from this contract, insofar as these events continue for a considerable period of time or result in a considerable decrease of Sensirion's demand.

暴力事件、劳资纠纷、超出相关方合理控制范围的运营中断、干扰、政府措施和其他不可预见的情况使盛思锐有权--在不损害其其他权利的情况下--全部或部分退出本合同，只要这些事件持续了相当长的一段时间或导致盛思锐的需求大幅度减少。

18.2 Sensirion shall not be required to accept Force Majeure as an excuse if the Supplier claiming such an excuse cannot prove that it has taken all reasonable actions to mitigate the effects of claimed Force Majeure. The shortage of labor or materials shall not constitute Force Majeure unless such a shortage is caused by circumstances which themselves constitute a Force Majeure event.

如果提出此类理由的供应商不能证明其已经采取一切合理措施以缓解所述不可抗力带来的影响，那么不得以此作为理由要求盛思锐接受不可抗力。除非劳动力或材料短缺是由本身构成不可抗力事件的情况造成的，否则劳动力或材料的短缺不构成不可抗力。

## **19. Termination for cause 终止事由**

19.1 In addition to the cancellation rights set forth in article 2, Sensirion may – without prejudice to any other rights or remedies Sensirion may have - terminate the contract and orders (in whole or in part) at any time for cause by giving written notice to Supplier, if (i) Supplier fails to deliver or perform within the time specified in the order; or (ii) Supplier fails to perform any of its other obligations under the order or fails to make progress so as to endanger performance; or (iii) Supplier's financial condition is such as, in the sole judgment of Sensirion, to endanger performance of the order; or (iv) any substantial breach of the contract, provided that, with respect to (ii) Supplier fails to remedy such condition within 7 days of notice from Sensirion.

除第 2 条中规定的取消权利外，在下列情况下，在不影响盛思锐其他权利或救济措施的情况下，盛思锐可以在任何时候解除合同和订单（全部或部分），但需书面告知供应商原因，（一）供应商未能在订单规定的期限内交货或履约的；或（二）供应商未能履行其在订单项下的任何其他义务或未能取得进展，从而影响履约的；或（三）供应商的财务状况，如根据盛思锐自行判断认为影响订单履行的；或



(四) 任何实质性违反合同的行为, 前提是在(二)规定的情况下, 供应商未能在盛思锐发出通知后7天内补救此类情况的。

## 20. Survival 继续有效

20.1 The terms and conditions of this General Terms and Conditions that by their nature are intended to survive cancellation, expiration or termination of the contract or order (including, e.g. Warranty, Intellectual Property rights and Software use, Intellectual Property infringement, Confidentiality, Long-term Supply, Supply Discontinuation, Product Liability and General Indemnification, Insurance, Law and Jurisdiction) will continue in full force and effect after such cancellation, expiration or termination.

本《一般条款和条件》的条款和条件, 根据其性质, 旨在合同或订单取消、到期或终止后继续有效(包括, 如担保、知识产权和软件使用、知识产权侵权、保密性、长期供应、供应中断、产品责任和一般赔偿、保险、法律和管辖权)将在此类取消、到期或终止后继续有完全效力。

## 21. Audit 审计

21.1 Supplier shall keep complete and accurate records of all costs of performance under the order, which shall be subject to inspection and audit by Sensirion in the event of termination or equitable adjustment or with respect to any order for which the price is based on time and cost of materials.

供应商应完整准确地保留订单项下所有履约成本的记录, 并且在终止或公平调整情况下, 或针对价格基于时间和材料成本的任何订单, 应接受盛思锐的检查和审计。

## 22. Severability clause 可分割性条款

22.1 If any provision of the contract shall be invalid or impracticable in whole or in part this shall not affect the validity of the remaining part of this contract. In lieu of the invalid or impracticable provision an appropriate provision shall apply which is nearest to the intent of the contracting parties of to what would have been their intention in keeping with the meaning and purpose of the contract if they had considered this issue at the conclusion of the contract or at a later addition of a provision.

如果本合同的任何条款全部或部分无效或不可行, 那么不影响本合同其余部分的有效性。为代替无效或不可行的规定, 若缔约方在合同订立之时或后续补充规定时, 已经考虑相关问题的, 有适当规定, 确保最接近缔约方意图的规定适用于缔约方全体的意图, 应与合同的含义和目的保持一致。

## 23. No waiver and remedies 无弃权 and 补救措施

23.1 The failure of Sensirion at any time to require performance of any provision or to resort to any remedy provided under this contract shall in no way affect Sensirion's right to require performance or to resort to a remedy at any time thereafter, nor shall the waiver of a breach be deemed to be a waiver of any subsequent breach.

在任何时候, 盛思锐未要求履行本合同规定的任何条款或采取本合同规定的任何补救措施时, 不得以任何方式影响盛思锐此后要求履行或采取补救措施的权利, 对违约行为的放弃也不应被视为放弃追究日后的违约行为。

23.2 Any waiver, amendment or modification of any right, power or remedy hereunder shall not be effective unless it is in

writing and signed by an authorized representative of both parties.

对本协议项下任何权利、权力或补救措施的任何弃权、修订或修改，除非是书面形式并经双方授权代表签字，否则无效。

23.3 Sensirion's rights and remedies herein are in addition to any other rights and remedies provided by law or equity.

除法律或衡平法规定的任何其他权利和补救措施外，本协议中的盛思锐权利和补救措施可予以执行。

## **24. Independent Contractor 独立承包商**

24.1 In performing under this contract, Supplier is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of Sensirion. As an independent contractor, Supplier will be solely responsible for determining the means and methods for performing. Supplier shall have complete charge and responsibility for personnel employed by Supplier; however, Sensirion reserves the right to instruct Supplier to remove from Sensirion's premises immediately any of Supplier's personnel who are in breach of this contract. Such removal shall not affect Supplier's obligations under this contract.

在履行本合同的过程中，供应商是一个独立的承包商，其人员和其他代表不得作为盛思锐的代理人或雇员。作为一个独立的承包商，供应商将全权负责确定履约的方式和方法。供应商对其雇佣的人员负有完全的责任和义务；但是，盛思锐保留指示供应商立即从盛思锐的经营场所中撤离任何违反本合同的供应商人员的权利。此类撤离不应影响供应商在本合同项下的义务。

## **25. Law and Jurisdiction 法律和管辖权**

25.1 The contract is to be construed and interpreted according to the laws of the Peoples Republic of China without regard to any conflict of law provision thereof. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

本合同应根据中华人民共和国法律进行说明和解释，不考虑其中的任何法律冲突条款。《联合国国际货物销售合同公约》的规定不适用于本合同。

25.2 Any dispute arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts of Shanghai, Peoples Republic of China. However, Sensirion is entitled to take legal action against the Supplier in the court with jurisdiction at Supplier's place of business or at the place of performance.

因本合同引起的或与本合同有关的任何争议，应由中华人民共和国上海市法院专属管辖。但是，盛思锐有权向供应商经营场所所在地或履约地具有管辖权的法院对供应商提起诉讼。

SENSIRION AUTOMOTIVE SOLUTIONS (SHANGHAI) CO., LTD

盛思锐汽车系统（上海）有限公司

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