



**GENERAL TERMS AND CONDITIONS OF
PURCHASE
DIRECT MATERIALS AND SERVICES
Edition 2014_v02**

**一般采购条款
直接材料和服务
2014 年第 2 版**

1. Introduction

1.1 Brembo S.p.A. and/or Affiliates ("Brembo") operate in a highly competitive environment where success is ultimately dependant on Brembo's ability to meet its customers demands timely and effectively, while at the same time fostering an environment-friendly and socially responsible workplace. To this end, Brembo intends to secure the following objectives, which it regards as an essential factor in its choice of partners and suppliers:

- (i) ensuring a reliable and timely supply of goods and maintaining prices at the level of the best purchasing prices available on the relevant market for comparable products;
- (ii) securing goods of the best quality possible, by reference to both the quality of the relevant materials and the standards of the required craftsmanship; and
- (iii) creating a complementary relationship with a view to identifying and promptly addressing any issues as well as identifying any opportunities (including cost savings) to improve the supply chain.

1. 第一条 简介

1.1 在高度竞争的市场环境中，布雷博股份公司和/或关联公司（以下简称为“布雷博”）最终以其及时高效地满足其客户需求的能力获得成功，同时布雷博亦在塑造环保和具有社会责任感的工厂。为此目的，布雷博致力于实现以下目标。因此以下目标为布雷博选择其合作伙伴和供应商的重要参考因素

- (1) 确保可靠和及时地供应产品，以及维持在相关市场上能够获得可比产品的最佳采购价格；
- (2) 根据相关材料的质量和要求的工艺标准，确保产品品质最佳；及
- (3) 建立互补关系，以发现和迅速解决任何问题以及发现可以改进供应链的任何机会（包括降低成本）。

- 1.2 Acceptance of these general terms and conditions (the 'General T&C') by the supplier constitutes a preliminary and fundamental requirement for the participation in Brembo selection process of its Suppliers.
- 1.3 By accepting these General T&C, the supplier (the 'Supplier') acknowledges the objectives under 1.1 and the mutual benefits arising to the parties as a result of their pursuit.

2. Definitions and Interpretation

- 2.1 Unless otherwise defined in the body of these General T&C, the following terms shall have the meaning attributed to them as set out below:

'Affiliate' means, in respect of any person/legal entity, another person/legal entity that directly, or indirectly, controls, is controlled by, or is under common control with, that person/legal entity, where 'control' means the possession, directly or indirectly, of the power to direct or cause the direction of the management of a person/legal entity, whether through the ownership of voting securities, by contract, or otherwise;

'Contract' means the Supplier Contract and/or a Purchase Order; and/or a Delivery Schedule and/or a Separate Agreement or a Work Contract as integrated by these General T&C.

'Contract Work' means a Separate Agreement setting out the terms and conditions for the Subcontracting Activities.

'Delivery Schedule' means, with respect to each Supplier Contract, a written schedule sent by Brembo from time to time incorporating these General T&C, setting out the delivery dates and the quantities of Goods to be supplied.

'Equipment' means any equipment, machinery, tools, tooling, jigs, dies, and/or devices required for the production of Goods.

- 1.2 供应商接受本一般采购条款（简称为“一般条款”）是对其参与布雷博的供应商选择程序的初步和基本要求。

- 1.3 通过接受本一般条款，供应商（简称为“供应商”）确认第 1.1 条中规定的目标，以及由于双方追求的事业而产生的共同利益。

2. 第二条 定义和解释

- 2.1 除非本一般条款的正文中另有规定，以下术语应具有如下规定的含义：

“关联公司” 指任何个人 / 法律实体，其被其他个人 / 法律实体直接或间接控制，或其直接或间接控制该个人 / 法律实体，或其与其他个人 / 法律实体处于被共同控制之下；此处所指的“控制”是指直接或间接地拥有管理或通过管理层来管理某个人 / 法律实体的权力，无论是通过持有表决权股票、协议安排或通过其它方式实现该管理；

“合同”是指供应商合同和 / 或采购订单；和 / 或交货时间表和 / 或构成本一般条款组成部分的单独协议或加工合同。

“承揽加工合同”是指规定了承揽加工活动需遵守的条款的单独协议。

“交货时间表” 指有关每一份供应商合同的，由布雷博不时发出的包含了本一般条款的书面时间表，规定交货日期和供应的产品数量

“设备” 是指产品生产所需的任何设备、机械、工具、机床、夹具、模具和 / 或仪器等

‘Force Majeure’ means an event, or series of related events (e.g., natural catastrophe or cataclysm, civil disturbance, terrorism, mass contamination, financial or political crisis) which fall beyond the parties’ control and materially, detrimentally affects the parties ability to perform their respective obligations under a Contract. Strikes shall be considered as Force Majeure in case they are organized on a national basis;

‘Goods’ means raw materials, parts, accessories, tools, tooling and spare parts used for the production by Brembo, including the results of the Subcontracting Activities;

‘IPR’ means all intellectual property, including patents, utility models, trade and service marks, trade names, domain names, rights in designs, copyrights, data, information, methods, processes, texts, images, software, photographs, topography on semiconductor products, , rights in databases, trade secrets and know-how and, in respect of registered intellectual property, all applications for registration of such intellectual property;

‘Subcontracting Activities’ means any activity related to the production process of Brembo products performed by the Supplier on raw materials and/or semi-manufactured goods provided by Brembo to the Supplier.

‘Purchase Order’ means a written purchase order for specific quantities of Goods sent by Brembo from time to time, incorporating these General T&C;

‘Separate Agreement’ means a separate, specific agreement between Brembo and the Supplier governing the supply of Goods;

‘Supplier Contract’ means a written purchase order sent by Brembo, incorporating these General T&C, setting out the agreed commercial conditions for the supply of the Goods (e.g. type and code number of Goods, specifications, prices, discount plan relative to quantity, delivery conditions, lead time, yearly

“**不可抗力**”是指双方不可控制的事件或系列事件（如自然灾害或灾难、内乱、恐怖行动、大规模污染、金融或政治危机），并且对双方履行合同下各自义务的能力产生严重不利影响。在全国范围基础上组织的罢工应当被视作不可抗力；

“**产品**”是指布雷博在生产中所使用的原材料、零件、配件、工具、机床和备件，包括承揽加工活动的成果；

“**知识产权**”是指所有智力成果，包括专利、实用新型、商品和服务标志、商号、域名、设计权、版权、数据、信息、方法、工艺、文本、图像、软件、照片、半导体产品上的拓扑、数据库权益、商业秘密和专有技术，以及已注册的知识产权、所有此类知识产权的注册申请；

“**承揽加工活动**”是指供应商对布雷博向其提供的原材料和/或半成品所实施的与布雷博产品生产工艺有关的任何活动。

“**采购订单**”是指布雷博不时签发的含有本一般条款、用于订购特定数量产品的书面采购订单；

“**单独协议**”是指布雷博和供应商之间就提供产品单独另行约定的具体协议；

“**供应商合同**”是指布雷博签发的含有本一般条款的书面采购订单，其中约定提供产品商业条款（如产品类型和代码、规格、价格、相对于数量的折扣计划、交货条件、投产准备期、供应商的年生产能力等）；

manufacturing capacity granted by the Supplier etc);

‘Technical Information’ means all types of technical or technological information, literature, models, drawings, designs and/or samples that Brembo makes available to the Supplier for the design, testing, development and/or production of Goods; and

技术信息”是指布雷博提供给供应商用于设计、测试、开发和 / 或生产产品所需的所有类型的技术或科技信息、手册、模型、图纸、设计和 / 或样品；及

2.2 In these General T&C and for the purposes of any Contract, any reference to:

(i) a party or the parties is to a party or the parties (as the case may be) to a Contract (and shall include any permitted assignees of a party);

(ii) including means ‘including without limitation’ (with related words being construed accordingly), in particular means ‘in particular but without limitation’ and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things;

(iii) a document is to that document as supplemented, otherwise amended, replaced or novated from time to time; and

2.3 The following schedules form an integral part of these General T&C:

(i) Schedule 1 ‘Procurement Specifications’;

(ii) Schedule 2 ‘Quality and Environmental Specifications for Brembo Suppliers’;

(iii) Schedule 3 ‘Code of Basic Working Conditions’.

3. Scope of these General T&C

3.1 These General T&C shall apply to Brembo selection process of the Supplier and to all Separate Agreement, Contract Work, Supplier Contracts, Delivery Schedule and Purchase Orders for the supply of Goods to Brembo.

2.2 在本一般条款和签署的任何合同中，所指：

(1) 一方或各方是指合同的一方或各方（视情形而定）（包括一方的任何许可受让人）；

(2) 包括是指“包括但不限于”（按相关词语相应地进行解释），尤其是指“尤其但不限于”，因此不得因为之前或之后的词语指称特定种类的行为或事务或事情而对其它一般词语做出限制性解释；

(3) 文件包括该文件的补充文件，不时以其它方式做出的修改、更换或更新的文件；及

2.3 以下附件构成本一般条款的重要组成部分：

（1）附件 1 《采购规格》

（2）附件 2 《布雷博供应商之质量和环境规范》

（3）附件 3 《基本工作条件规范》

3. 第三条 本一般条款的范围

3.1 本一般条款应适用于布雷博选择供应商的流程以及所有单独协议、承包合同、供应商合同、交货时间表和向布雷博提供产品的采购订单。

3.2 In the event of any conflict, discrepancy or inconsistency between these General T&C and the documents referenced herein, the documents shall prevail in this order:

- (i) Purchase Order;
- (ii) Delivery Schedule;
- (iii) Separate Agreement or –Contract Work
- (iv) Supplier Contract;
- (v) General T&C.

3.3 By accepting these General T&C the Supplier expressly waives its own general terms and condition of supply or sale, if any.

4. Selection, Ordering and Acceptance

4.1 In order to appoint a Supplier, Brembo entertains consultations with a variety of operators. Consultations are carried out with a view to securing the best Goods possible and achieving Brembo's objectives as set out in the Introduction and in accordance with the principles set out in Schedule 2 'Quality and Environmental Specification for Brembo Suppliers'. Consultations are strictly confidential (and shall be treated in accordance with 20 below) and do not constitute, nor shall they otherwise be construed as, a promise or commitment to negotiate with any party or buy any goods from any such party.

4.2 Upon consultation, Brembo may, at its sole discretion, appoint a consulted party to be a Supplier. The Supplier Contract shall set out the conditions under which Brembo may buy Goods from the Supplier as agreed between Brembo and the Supplier it being understood that Brembo shall reserve the right to request the same goods from other suppliers. The Supplier Contract shall be binding on the Supplier upon receipt unless rejected within three (3) working days.

4.3 A Supplier Contract does not oblige Brembo to buy any Goods, it being understood that the conditions set out in a

3.2 若本一般条款和本协议所指的文件之间出现任何冲突、差异或不符，则各文件之间的效力优先性顺序如下：

- (1) 采购订单；
- (2) 交货时间表；
- (3) 单独协议或承包合同；
- (4) 供应商合同；
- (5) 一般条款。

3.3 接受本一般条款即意味着供应商明确放弃自己的供应或销售的一般条款（若有）。

4. 第四条 选择、订购和验收

4.1 为确定供应商，布雷博会与不同的经营主体进行商谈。进行商谈意在确保尽量获得最佳产品和实现简介中规定布雷博公司的宗旨，以及遵守附件 2《布雷博供应商之质量和环境规范》中所规定的原则。布雷博公司将对商谈采取严格的保密措施（应根据以下第二十条之规定进行），但是此商谈并不构成，也不得以其它方式被视为构成对任何商谈方做出的承诺或约定，或向任何商谈方购买任何产品的承诺或约定。

4.2 在商谈时，布雷博会有权自己决定是否将参加商谈的对方确定为供应商。供应商合同中将规定双方之间商定的布雷博据此向供应商采购产品的条件，且双方认可布雷博保留向其他供应商采购相同产品的权利。在供应商收到合同时，该供应商合同即对供应商产生法律约束力，但是供应商在三（3）个工作日内予以拒绝的除外。

4.3 供应商合同并非苛以布雷博承担购买任何产品的义务，其应理解为供应商合同中规定的条件应适用于据此签发的任何交货时间表或

	Supplier Contract shall apply to any Delivery Schedule or Purchase Order issued thereunder.		采购订单。
4.4	Brembo shall be bound to purchase from the Supplier only the Goods which will be indicated in the Purchase Order or in the 'Blocked Period' identified as such in the Delivery Schedule.	4.4	仅在采购订单中予以明确的或在交货时间表中规定的“锁定期”内确定的产品，布雷博才有义务向供应商采购。
4.5	The Delivery Schedule and the Purchase Order shall be binding on the Supplier upon receipt, provided that they are compliant with all terms and conditions set forth in the Supplier Contract.	4.5	在其接收之后，采购订单和交货时间表即对供应商具有法律约束力，如果采购订单和交货时间表符合供应商合同中规定的所有条款。
4.6	In the event that Delivery Schedule (Blocked Period) or the Purchase Order require a Supplier acceptance in order to be binding, they shall be deemed to be accepted on the earlier of: <ul style="list-style-type: none"> (i) Brembo's receipt of a copy of such Delivery Schedule or Purchase Order signed by an authorized representative of the Supplier; (ii) the Supplier performing any works or rendering any services in connection with the supply of Goods covered by such Delivery Schedule or Purchase Order; or (iii) the expiry of 3 (three) working days from Brembo's submission of such Delivery Schedule or Purchase Order without the Supplier having expressly rejected it. <p>The Supplier shall be entitled to raise any claim against Brembo only after having fully and satisfactory fulfilled its obligations under the Contract, which therefore cannot be suspended and/or delayed for any reasons whatsoever</p>	4.6	若交货时间表（锁定期）或采购订单要求供应商予以接受以确保其约束力，则在以下较早时间被视为接受交货时间表或采购订单： <ul style="list-style-type: none"> (i) 布雷博收到一份供应商授权代表签署的此类交货时间表或采购订单； (ii) 供应商提供此类交货时间表或采购订单下所涉产品供应有关的任何工作或任何服务；或 (iii) 自布雷博提交此类交货时间表或采购订单之后届满 3（三）个工作日，供应商未明确表示拒绝接受。 <p>供应商仅在完全并令人满意地完成了合同项下义务后才有权对布雷博提出索赔，因此供应商不得因任何理由中止和/或延迟合同项下义务。</p>
4.7	The Supplier undertakes to have and maintain in place an appropriate tooling and production plan in order to guarantee Brembo the agreed reserved production capacity (if any) and in any event to satisfy Brembo requirements for Goods set out in the Delivery Schedule.	4.7	供应商承诺具有和维持适当的工装和生产计划，以确保达到布雷博要求的保留产能（若有），并且在任何情形下均先满足交货时间表规定的产品需求。
4.8	A Delivery Schedule and/or a Purchase Order can be submitted, and accepted, in electronic form according to the procedure,	4.8	可通过布雷博不时要求的程序通过电子方式，以电子格式提交和接受交货时间表和/或

and through electronic means, Brembo may from time to time indicate for these purposes, and the parties waive any defence to the validity and enforceability of any Delivery Schedule or Purchase Order based on the electronic submission, or acceptance, of such Delivery Schedule or Purchase Order.

5. Order Amendments

5.1 Brembo shall be entitled to request changes with respect to the Goods including, but not limited to, specifications, drawings, designs, constructions as well as changes regarding date and place of delivery, packaging, quality, quantity and means of transportation.

5.2 If any change requested according to 5.1 above results in an increase, or a reduction, of the Supplier's costs or in a potential delay of delivery, the Supplier within 3 (three) working days shall inform Brembo and the parties shall agree in writing the terms and conditions upon which any change so requested shall be implemented.

6. Subcontracting Activities

6.1 In the event that Supplier provides Brembo with Subcontracting Activities the following additional provisions shall apply.

6.2 Brembo will deliver the raw materials and/or semi-manufactured goods ('Materials'), at its own cost and expense, to the Supplier facilities so that the Supplier performs the requested Subcontracting Activities according to the relevant Purchase Order and Supplier Contract.

6.3 Upon receipt of the Materials and before carrying out the Subcontracting Activities the Supplier shall be under the obligation to check the Materials.

6.4 Under 6.3, Supplier shall be liable for any non-conformity and/or scrapped Goods which may result from the Subcontracting Activities, unless the Supplier provides evidence to the contrary.

采购订单。此外，双方放弃就按此规定电子形式提交或接受的此类交货时间表或采购订单提出关于其有效性和可执行性的任何抗辩。

5. 第五条 修改订单

5.1 布雷博有权要求变更产品，包括但不限于变更规格、图纸、设计、施工以及变更交货日期和交货地点、包装、质量和运输方式。

5.2 若根据上述 5.1 条规定要求变更导致供应商成本增加或减少，或可能出现延迟交货，则供应商应在 3（三）个工作日内通知布雷博，然后双方应达成书面条款并据此执行所要求的书面变更。

6. 第六条 承揽加工活动

6.1 若供应商为布雷博开展承揽加工活动，则应适用如下附加条款的规定。

6.2 布雷博应自费将原材料和/或半成品（“材料”）交付至供应商的工厂，供应商可以根据相关采购订单和供应商合同开展被要求的承揽加工活动。

6.3 在收到材料和开展承揽加工活动之前，供应商有义务检查该材料。

6.4 根据上述第 6.3 条的规定，供应商应对承揽加工活动中可能产生的任何不合格品和/或废品承担责任，但是供应商能够提供相反证据的除外。

6.5	In case of 6.4 Supplier shall refund the value of the Materials to Brembo and no consideration shall be due for the Subcontracting Activities which resulted in non-conformity and/or scrapped Goods.	6.5	若出现第 6.4 条规定的情形, 则供应商应向布雷博退还该材料的价值, 并且对于任何不合格品和/或废品的承揽加工活动将不产生任何对价。
6.6	The Goods shall be delivered EXW ('Ex Works') under the Incoterms 2010, it being understood that the Supplier shall return to Brembo also non-conformity and/or scrapped Goods appropriately identified as such.	6.6	产品的交付应当适用《2010 年国际贸易术语解释通则》中规定的工厂交货 (EXW), 双方认可供应商将对发现的不合格品和/或废品一并退还布雷博。
6.7.	Upon prior written notice, Brembo shall perform an inventory of Materials and Goods stored at the Supplier facilities. The Supplier shall indemnify and keep Brembo harmless from any liabilities which Brembo may incur towards Supplier and /or Supplier employees under the specific provisions of the applicable law, and shall provide Brembo with all relevant and necessary documentation and certificates.	6.7.	经事先书面通知, 布雷博有权盘点供应商工厂所储存的材料和产品。供应商应当予以赔偿, 并且使布雷博免于承担根据现行法律的特别规定可能对供应商和/或其雇员应承担的任何责任, 同时还应向布雷博提供所有相关和必要的文件和证明。
6.8	All other provisions of these General T&C, including the Schedules, shall regulate the performance of the Subcontracting Activities, if applicable and unless in contrast with 6.	6.8	本一般条款的所有其它规定, 包括附件, 如果适用, 均应适用于承揽加工活动的履行, 但与本第 6 条规定相悖除外。
7.	Delivery	7.	第七条 交货
7.1	Goods shall be suitably, carefully and appropriately packed in accordance with Schedule 1 'Procurement Specifications'.	7.1	应按附件 1《采购规格》之规定对产品进行适合、仔细和适当的包装。
7.2	Unless otherwise notified by Brembo, the Goods shall be delivered DDP ('Delivered Duty Paid') under the Incoterms 2010, to the warehouse or plant indicated by Brembo.	7.2	除布雷博另有通知外, 供应商应按《2010 年国际贸易术语解释通则》中完税后交货 (DDP) 条款之规定将产品交付至布雷博指定的仓库或工厂。
7.3	Brembo is entitled to return supplies delivered earlier than the delivery date indicated in the Delivery Schedule or in the Purchase Order at the cost and risk of the Supplier, and shall be reimbursed promptly for any warehousing cost incurred for the storage of such Goods.	7.3	布雷博有权退回早于交货时间表或采购订单规定的交货日期交付的产品, 且相关的费用和 risk 均由供应商承担。此外, 供应商还应立即支付储存此类货物产生的任何仓储费用。
7.4	The Supplier shall notify Brembo promptly if there arise any circumstances that may cause a delay. In the event of late delivery,	7.4	若存在可能导致延迟交付的任何情形, 则供应商应立即通知布雷博。若发生延迟交货, 则布雷博有权:

Brembo shall be entitled to:

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| <p>(i) demand delivery, in total or in part, and apply a penalty equal to 0.50% of the price for the Goods not delivered for each day of delay, without prejudice to the damages in excess; and/or</p> <p>(ii) source the necessary Goods from another provider at the cost and risk of the Supplier, and/or</p> <p>(iii) cancel the Purchase Order or the relevant 'Blocked Period' of the Delivery Schedule with immediate effect by notice to the Supplier.</p> | <p>(i) 要求全部或部分交货，且每延迟一天按延迟交货产品的价格 0.50%另行收取违约金，且不妨碍获得超过违约金部分的其他损失赔偿；和/或</p> <p>(ii) 从其他供应商处采购必要的产品，且相关费用和 risk 由供应商承担，和/或</p> <p>(iii) 通知供应商取消采购订单或交货时间表中规定的相关“锁定期”，该通知将立即生效。</p> |
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The above remedies are without prejudice to any other right Brembo may have in connection with the late delivery under these General T&C or otherwise.

以上救济措施不影响布雷博根据一般条款或其它规定可能享有的与延迟交货有关的任何其它权利。

7.5 If, upon delivery, it is found out that the quantity of Goods delivered does not correspond to that in the Delivery Schedule or in the Purchase Order, Brembo shall have the right to:

7.5 若在交货时发现交付产品的数量不符合采购订单或交货时间表的规定，则布雷博应有权：

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| <p>(i) accept the excess Goods, reserving the right to modify the quantity of future supplies correspondingly;</p> <p>(ii) reject the excess Goods and return them at the cost and risk of the Supplier;</p> <p>(iii) demand immediate shipping of any missing Goods at the cost and expense of the Supplier, even by means of special fast shipments if necessary.</p> | <p>(i) 接受超出部分的产品，并且保留修改将来交付产品的相应数量的权利；</p> <p>(ii) 拒绝接受超出部分的产品，将多余产品退还供应商，且费用和 risk 由供应商承担；</p> <p>(iii) 要求立即发运任何缺失的产品，且相关费用均由供应商承担，甚至在必要时采用最快捷的运输方式。</p> |
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The above remedies are without prejudice to any other right Brembo may have for any liability/damage incurred as a result of or in connection with the quantitative difference of the Goods delivered.

以上救济措施不影响由于交付产品的数量差异而遭受任何责任/损害从而使布雷博可能享有的任何其它权利。

7.6 Transfer of title upon the Goods shall pass to Brembo upon delivery in accordance with the applicable Incoterms, with the exception of the Goods which Brembo returns to Supplier in accordance to the General T&C.

7.6 产品的所有权应根据适用的国际贸易术语解释通则之规定在交货时转移至布雷博，但是布雷博根据一般条款之规定退回供应商的产品除外。

7.7 The Supplier shall create and maintain a buffer stock of Goods at its own cost as is necessary to ensure continuity of supplies and to cope with variations in planned quantities up to the maximum quantities set out in the entire Delivery Schedule, but in any case not less than the quantity of Goods indicated in the Binding Forecast of the Delivery Schedule. Brembo reserves the right to request an increase in the buffer stock. Upon use, the buffer stock shall be immediately reintegrated by the Supplier.

8. Consignment Stock

8.1 Upon written agreement with the Supplier, Brembo shall be entitled to unilaterally amend, and Supplier shall accept, the Contract in order to apply a consignment stock scheme as outlined below.

8.2 The consignment stock shall provide that:

- (i) the Purchase Orders shall be binding only for the Supplier, which will be under the obligation to deliver the quantity of Goods as indicated by the Purchase Orders to the warehouse or plant indicated by Brembo;
- (ii) within 90 (ninety) days from the delivery Brembo shall alternatively: withdraw in full or in part the Goods or return them to the Supplier;
- (iii) transfer of title on the Goods shall occur upon withdrawal;
- (iv) Brembo shall submit a report of the withdrawn Goods and Supplier shall issue the relevant invoice on the basis of such report.

8.3 Special terms of the consignment stock shall be agreed in a Separate Agreement.

8.4 The application of the above consignment stock scheme shall not entail any variations of the prices of the Goods.

9. Quality

7.7 供应商应自费建立和保持产品必要的缓冲库存，以确保产品的持续供应，并应对全部交货时间表中规定的计划数量至最高数量之间出现的变动，但是在任何情形下均不得低于交付时间表中有约束力的预报中规定的产品数量。布雷博保留要求增加缓冲库存数量的权利。在使用后，供应商应当立即恢复缓冲库存。

8. 第八条 寄售库存

8.1 在与供应商达成书面一致的基础上，布雷博有权单方面修改合同，并且供应商应接受该修改的合同，以适用以下所列的寄售库存计划。

8.2 寄售库存应规定：

- (i) 采购订单为只对供应商具有法律约束力的文件，供应商有义务将采购订单中规定数量的产品交付至布雷博指定的仓库或工厂；
- (ii) 自交货之日起 90（九十）日内，布雷博可选择：取用全部或部分产品，或将产品退回供应商；
- (iii) 自取用该产品时所有权即发生转移；
- (iv) 布雷博应提供取用产品的报告，供应商依据此报告出具相关的发票。

8.3 双方将在单独协议中另行约定关于寄售库存的特别条款。

8.4 适用以上寄售库存计划时无需对产品价格做出任何变更。

9. 第九条 质量

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| <p>9.1 The Supplier shall perform the required PPAP (Production Parts Approval Process), which shall be successfully completed before any Goods are supplied. The PPAP shall be carried out as provided for, and according to the requirements set out in, Schedule 2 'Quality and Environmental Specification for Brembo Suppliers'.</p> | <p>9.1 供应商应当实施生产件批准程序 (PPAP)，并应在任何产品供应之前成功完成该程序。生产件批准程序 (PPAP) 的执行应符合附件 2《布雷博供应商之质量和环境规范》的规定和要求。</p> |
| <p>9.2 Supplier undertakes to strictly comply with all the quality provisions under Schedule 2 'Quality and Environmental Specification for Brembo Suppliers', both during the selection process and the performance of any Delivery Schedule or Purchase Orders. In case Brembo fails to inform the Supplier of any mistake, defects or lack of conformity of the Supplier while executing its contractual obligations, such circumstance will not determine any waive, limitation or exclusion of the rights of Brembo, under the Contract or under the law, for the supply of Defective Goods under following art. 13.3.</p> | <p>9.2 供应商承诺在供应商甄选程序和任何交货时间表或采购订单的履行过程中，均严格遵守附件 2《布雷博供应商之质量和环境规范》的全部质量条款的规定。如果布雷博未能通知供应商任何错误、缺陷或者供应商在履行合同义务时的不符，此种情形不会造成布雷博根据合同、法律或下述第 13.3 条款因供应商提供缺陷产品而享有的任何权利的放弃、限制或排除。</p> |
| <p>9.3 Supplier agrees that upon reasonable advance notice and during normal business hours, Brembo shall have the right to inspect Supplier's facilities and premises, in order to ensure compliance with the provisions of Schedule 2.</p> | <p>9.3 供应商同意在正常营业时间内并经事先合理通知，布雷博有权检查供应商的设施和厂房，以确保供应商遵守附件 2 之规定。</p> |
| <p>10. Price, Invoice, Delivery Notes, Payment</p> | <p>10. 第十条 价格、发票、送货单和付款</p> |
| <p>10.1 The prices indicated in the Supplier Contract in respect of any Goods are fixed and final, exclusive of VAT, but inclusive of any cost incurred or to be incurred for packaging, loading, securing and/or stowing the Goods, unless otherwise agreed. Such prices shall not be subject to any change or adjustment as a result of changes in the cost of raw materials and/or labour, currency valuation or any other reason other than as a result of any agreement under 5.2 above.</p> | <p>10.1 供应商合同规定的任何产品价格均为固定和最终价格，价格不含增值税但包含任何已产生或将产生的包装、装载、固定和/或贮藏产品的费用，但是双方另有约定的除外。此类价格不得因原材料和/或劳动力成本、货币估值或任何其它原因而出现任何变化或调整，但是根据以上第 5.2 款规定协商一致的除外。</p> |
| <p>10.2 Invoices must list the Goods subject to the same VAT rate and set out all such information and data as is required in Schedule 1 'Procurement Specifications'.</p> | <p>10.2 发票必须按照适用的相同增值税税率列明产品，以及附件 1《采购规格》规定的所有信息和数据。</p> |
| <p>10.3 Goods must be accompanied by a delivery note setting out all such information and data as is required in Schedule 1</p> | <p>10.3 交付产品时应附有送货单，该送货单上应载明附件 1《采购规格》规定的所有信息和数</p> |

	'Procurement Specifications'		据。
10.4	Payments will be made by wire transfer on the dates as indicated in the relevant Supplier Contract and/or Purchase Order, provided that Brembo may at any time and without notice set-off, any Supplier's claims for money due from Brembo against any claims that Brembo has or may have arising out of this or any other transaction between Brembo and the Supplier.	10.4	付款应通过电汇按照相关供应商合同和/或采购订单中规定的日期进行，但是在任何时候布雷博可不经通知以其已有的或可能在本次项下产生的或与供应商的任何其他交易项下产生的索赔权益抵消供应商主张的任何到期款项。
10.5	Brembo remedies in case of material breach of the provisions under 4, 5, 6, 7, 8 and 9 include withholding payment until the breach is corrected, and if Brembo uses that remedy, Brembo shall not be liable to the Supplier for any loss, including any interests on arrears for late payment, resulting from the withholding of payments. This provision is cumulative and in addition to any and all other remedies that are available to Brembo under the Contract and under the applicable law	10.5	若严重违反本一般条款第四、五、六、七、八和九条之规定，在相关违约行为得到纠正之前，布雷博享有拒绝付款的权利，并且若布雷博行使该救济权利，则布雷博对供应商遭受的任何损失均不承担责任，包括因拒绝付款导致延迟款项产生的任何利息。本条规定可累积使用，并且不影响布雷博根据合同和现行法律规定能够获得任何其它救济权利。
11.	Custom, Origin And Export Control	11.	第十一条 海关、原产地和出口控制
11.1	The Supplier shall notify Brembo in writing of materials or components used in the production of any Goods, which the Supplier buys in a country other than the country where such Goods are delivered to Brembo and of any duty included in the price of the same Goods. The Supplier shall furnish Brembo with any documentation and information necessary to establish the country of origin, comply with the destination country's rules of origin requirements and any special trade programs.	11.1	对供应商在产品交货地之外国家购买用于生产任何产品的材料或部件，供应商应将此信息及产品价格中所含的任何关税书面通知布雷博。供应商应向布雷博提交确定原产地所需的任何文件和信息，遵守目的国关于原产地要求和任何特殊贸易程序的规定。
11.2	The rights to and benefits of any duty drawback and export credits shall, to the extent permitted, be automatically transferred to, and the property of, Brembo. The Supplier shall provide assistance as is necessary to obtain refunds or to drawback any duty, taxes or fees paid, and to receive export credits.	11.2	任何关税退税和出口信贷的权益应在允许的范围内自行转移至布雷博并且为其所有的财产。供应商应提供必要的协助，以便布雷博获得退款或任何关税、税收退税或退费，以及取得出口信贷。
11.3	Customs duty and customs brokers' fees shall be Supplier sole responsibility as set forth under 7.2. Should Supplier Contract or in Purchase Order expressly indicates a different Incoterms 2010, customs duty and customs brokers' fees will be determined accordingly.	11.3	根据第 7.2 款的规定，海关关税和报关行代理费应由供应商单独负责支付。若供应商合同或采购订单中明确规定了《2010 年国际贸易术语解释通则》中的另外术语，则海关关税和报关行代理费的支付应遵守其中的相应规定。

11.4 The Supplier shall assist Brembo in determining admissibility, timely release, customs clearance and entry, licence requirements and the proper minimum duty to be paid upon importing the Goods into the destination country, provided that it is a Brembo responsibility. If a licence is required for importing/exporting Goods, the Supplier shall assist Brembo in obtaining any such license.

12. Force Majeure

12.1 In the event of Force Majeure, the party affected shall immediately notify on the other setting out the causes thereof and the impact on the performance of its obligations.

12.2 The parties shall meet as soon as reasonably possible to agree any variation to the Contract as is necessary or appropriate to cater for the consequences of the Force Majeure event, provided that the party affected shall not be responsible for the obligations impaired by the Force Majeure event for as long as the interference continues.

12.3 If the parties cannot agree on a variation to the Contract within 45 days from the occurrence of the Force Majeure event or such event continues for a period of 45 days, then either party shall be entitled to immediately terminate the Contract by notice in writing to the other without any liability other than with respect to obligations which, at the date the event of Force Majeure first happened, had already fallen due.

13. Warranty

13.1 The Supplier warrants that all Goods supplied:

- (i) comply with all laws and regulations as are applicable in the relevant sales markets;
- (ii) are free of faults or defects, and comply with the specifications, drawings, descriptions, designs or samples furnished or specified by Brembo (including the Technical Information); and

11.4 如果系布雷博的责任，供应商应协助布雷博确定可接受性，及时放行、清关、报关、满足许可证要求，以及适当地支付将产品进口至目的国的最低关税。若进口/出口产品需要许可证，则供应商应协助布雷博获得任何此类许可证。

12. 第十二条 不可抗力

12.1 若发生不可抗力，则受此影响的一方应立即通知另一方，并说明相应的原因及对其履行义务产生的影响。

12.2 各方应合理尽快地安排会面，并就合同任何必要或适当的变更做出约定，以应对该不可抗力事件导致的结果，但前提是受不可抗力持续影响的一方对因不可抗力削减的义务履行不承担责任。

12.3 若自不可抗力事件发生之后 45 日内，或该事件持续 45 日期间内，各方未能就合同变更达成一致意见，则任何一方均有权书面通知另一方立即终止合同，且对此不承担任何责任，但对不可抗力事件发生之日前已产生的到期义务除外。

13. 第十三条 质保

13.1 供应商保证供应的所有产品：

- (i) 符合相关销售市场适用的所有法律和法规之规定；
- (ii) 不存在任何瑕疵或缺陷，并且符合布雷博提供或确定的任何规格、图纸、说明、设计或样品的要求（包括技术信息）；及

(iii)	are suitable and fit for the use intended.	(iii)	符合约定的用途。
13.2	The warranty term shall expire on the following term whichever comes later :	13.2	质保期应在以下较晚的日期到期:
(i)	the expiry of any warranty provided to end-customers of the Goods, or products into which the Goods are incorporated; and	(i)	向产品的最终用户或向安装产品的货物所提供的任何质保的到期日; 及
(ii)	the expiry of any warranty period prescribed by the national law of any sales market, into which, Goods or products into which the Goods are incorporated; and	(ii)	任何销售市场所在国家法律就产品或产品中所含物品规定的任何质保期的到期日; 及
(iii)	the fifth (5th) anniversary of the delivery date of the Goods.	(iii)	产品交货后满五 (5) 年。
13.3	At any time during the warranty period, in the event of any Goods not complying with 13.1 above ('Defective Goods'), Brembo shall (in addition to its rights under 14 below) have the right (at the Supplier's cost and expense) to:	13.3	在担保期间内的任何时候, 若任何产品不符合上述第 13.1 款之规定 (简称为“缺陷产品”), 则布雷博 (除享有以下第十四条规定的权利外) 有权 (费用由供应商承担):
(i)	perform, even by appointing a third party, any quality check, selection, tests on the Defective Goods at the Supplier's expense.	(i)	对该缺陷产品 (包括委托第三方) 实施任何质量检查、挑选、测试, 且费用由供应商承担;
(ii)	reject the Defective Goods or, if the parties have agreed to a tolerance margin and the tolerance margin is exceeded, reject the entire batch of which the Defective Goods are part;	(ii)	拒收缺陷产品, 或若双方就产品约定了误差允许范围, 但产品超出该约定的范围, 则有权拒收包含缺陷产品的全部批次的产品;
(iii)	demand immediate replacement of the Defective Goods or, if the parties have agreed to a tolerance margin and such margin is exceeded, replacement of the entire batch of which the Defective Goods are part;	(iii)	要求立即更换缺陷产品, 或若双方就产品约定误差允许范围, 但产品超出该约定的范围, 要求更换包含缺陷产品的全部批次的产品;
(iv)	recover the Defective Goods by means of supplementary work if the Supplier is not able to provide immediate replacement	(iv)	若供应商不能立即更换缺陷产品, 则实施额外工作来恢复受此影响的产品。
13.4	Brembo shall inform the Supplier of the defects or lack of conformity of the Defective Goods within 60 days from the detection. Such notification shall not be subject to any special formal requirements.	13.4	在发现缺陷之日起 60 天内, 布雷博应当通知供应商缺陷产品的缺陷或不符。此种通知无需遵守任何特别正式的要求

14. Indemnity And Insurances

14.1 The Supplier undertakes to indemnify Brembo on demand against:

- (i) any liabilities, losses, damages, expenses (including without limitation fees of counsel and experts) and other costs incurred in connection with any breach of, or non-compliance by the Supplier with, the Contract; and
- (ii) any claim resulting from injury or death of any person and damage or loss of any property caused by Defective Goods or otherwise arising from any act, omission or negligent work of the Supplier (or any person acting on its behalf) as well as any costs incurred in connection with vehicle recall and customer satisfaction campaigns (including but not limited to retrofitting and repair, subsequent delivery and installation and removal of the Defective Goods).

14.2 In addition to the indemnity obligations set out in 14.1 above, the Supplier shall cooperate with Brembo in dealing, and take such actions as Brembo may reasonably request in connection with any recall or campaign which Brembo may carry out.

14.3 The Supplier shall procure and maintain at its sole expense for as long as it supplies Goods to Brembo and for five (5) year after the termination of the Contract the following insurances from a primary carrier:

- (i) Product liability insurance;
- (ii) Product recall insurance including direct first party recall, third party recall, whether requested by Brembo, any Authority or any Brembo customers including any service campaign.

Brembo reserves the right to request further any insurance coverage to the Supplier in addition to what provided for in this article 14

14.4 Insurance policy under 14.3 (i) shall name Brembo as 'Loss Payee'; and as 'additional insured', be primary and not excess over or contributory with any other valid, applicable, and collectible insurance in force for or maintained by Brembo or Brembo customers and provide that

14. 第十四条 赔偿和保险

14.1 供应商承诺应布雷博要求赔偿布雷博:

- (i) 因其任何违约行为或不合格产品, 导致布雷博遭受的任何责任、损失、损害、支出 (包括但不限于律师费和专家费用) 和其它相关费用; 及
- (ii) 缺陷产品导致的任何人员的死亡或人身伤害, 或任何财产的损坏或损失, 或由于供应商 (或其任何代表人员) 的任何作为、不作为或过失引起的其它损害, 以及与车辆召回和客户满意活动有关的任何费用 (包括但不限于缺陷产品的改装和修理、后续交货、安装和移除)。

14.2 除以上第 14.1 款规定的赔偿义务之外, 供应商应配合布雷博处理任何召回或布雷博安排的活动, 以及采取布雷博合理要求的有关措施。

14.3 在其持续向布雷博供应产品期间及合同终止后五 (5) 年内, 供应商应自费在主要保险公司投保和维持以下保险:

- (i) 产品责任保险;
- (ii) 产品召回险, 包括直接的本方责任召回、第三方召回, 无论布雷博、任何主管机关或布雷博的客户 (包括任何服务活动) 要求与否。

除本第十四条项下规定的保险外, 布雷博保留进一步要求供应商保险的权利。

14.4 以上第 14.3 条 (1) 款下规定的保单应将布雷博列为赔款受益人和附加被保险人, 该保单应为主要保险且不得超出或分摊布雷博或布雷博客户投保的任何其它有效、适用和生效保险。但是应提前三十天将注销或保险范围的重大变化书面通知布雷博。供应商放

	Brembo be given thirty days prior written notice of cancellation or material change in coverage. The Supplier waives, and shall cause its insurers to waive, any right of subrogation or other recovery against Brembo.		弃，并且应促使其保险人放弃对布雷博享有的任何代位求偿权或其它赔偿权。
14.5	Supplier will notify Brembo in writing no less than thirty (30) days prior to cancellation, termination, or material changes of any one policy. At least ten (10) days before the inception or the expiration of an insurance policy required hereunder, Supplier will deliver to Brembo a certificate of insurance or equivalent declaration.	14.5	对任何保单的注销、终止或重大变更，供应商应至少提前三十（30）日将此信息书面通知布雷博。在本条款规定的保单开始生效或到期之前至少十（10）日，供应商应向布雷博提交保险凭证或类似凭证。
14.6	Brembo may at any time require the Supplier to furnish evidence of the foregoing insurance.	14.6	布雷博可在任何时候要求供应商提供投保上述保险的证据。
15.	Technical Information And IPR	15.	第十五条 技术信息和知识产权
15.1	Technical Information is and will remain the exclusive property of Brembo and may be used by the Supplier for the duration of the Contract solely to produce Goods to be supplied to Brembo under the Contract.	15.1	技术信息始终为布雷博的专有财产，并且在合同有效期内供应商只能在生产根据合同规定向布雷博供应的产品时使用。
15.2	The Supplier undertakes to:	15.2	供应商承诺：
	(i) keep Technical Information confidential in accordance with 20 below, and promptly return it to Brembo at its request;		(i) 根据以下第二十条之规定对技术信息予以保密，并按布雷博的要求立即归还该技术信息
	(ii) not to reproduce or copy any Technical Information other than within the limits expressly authorised by Brembo; and		(ii) 不得复制任何技术信息，但是获得布雷博明确授权的除外；及
	(iii) not to use any Technical Information or other information based, in whole or in part, on Technical Information to produce any goods other than the Goods.		(iii) 不得将任何技术信息，或全部或部分基于技术信息产生的其它信息用于任何约定之外的任何其它产品。
15.3	Before execution of a Supplier Contract, the Supplier shall advise Brembo in writing if any relevant Goods are covered by any Supplier's IPR, and, if so, which IPR it is subject to, provided that failure by the Supplier to communicate such rights shall constitute a definitive waiver to exercise such IPR on above goods with respect to Brembo. This latter shall be, therefore, entitled to perpetual, worldwide, unlimited use of afore mentioned IPR rights for any	15.3	在签署供应商合同之前，若相关产品含有供应商的任何知识产权，供应商应书面告知布雷博需遵守的知识产权，若未告知，则构成向布雷博主张有关上述产品知识产权的确定放弃。因此，布雷博有权基于任何用途在全球不受限制地永久使用上述知识产权。

purpose.

15.4 Except for any rights communicated in accordance with 15.3 above, if the Supplier creates new IPR in connection with the execution of the Contract, the Supplier will advise Brembo and, upon request, will make available to Brembo all documentation and information relating to such IPR. Brembo shall automatically be granted a non-exclusive, world-wide, royalty free, irrevocable and perpetual licence for the use of such IPR. The Supplier shall register (or take whichever other steps as is necessary to protect) the new IPR as directed by Brembo, or alternatively shall allow Brembo to do so in the name and on behalf of the Supplier.

15.5 The Supplier guarantees that the production, use and sale of Goods do not infringe any third-party IPR. The Supplier shall bear the cost of any third-party claims and keep Brembo harmless with respect to any such claims or any other action (including any attempt of confiscation) which may be initiated by any third party against Brembo. In any case, the Supplier shall bear the expenses of registration, filing and protection of the new IPR.

16. Specific Equipment And Materials

16.1 If Brembo provides, or buys and subsequently makes available, Equipment to a Supplier other than on the basis of a specific contractual arrangement, the following provisions shall apply.

16.2 Any Equipment provided to the Supplier shall remain the exclusive property of Brembo. The Supplier shall be liable in the event of its loss, destruction or damage. The Supplier shall:

- (i) record and mark the Equipment as being the property of Brembo;
- (ii) provide adequate insurance coverage against risks of fire, theft, vandalism, natural disasters, unauthorised modification and other insurable risks of loss or damage;
- (iii) keep the Equipment with the highest care

15.4 不包括前述 15.3 条款规定应通知的任何权利, 若供应商在合同履行中产生新的知识产权, 则供应商应按要求通知布雷博, 并将与此知识产权有关的所有资料和信息提供给布雷博。布雷博应自动获得使用此类知识产权的全球非独占、免许可费、不可撤销和永久使用许可。供应商应按布雷博的指示注册(或采取其它必要的保护措施) 该新的知识产权, 或选择允许布雷博以供应商的名义代表其注册。

15.5 供应商保证生产、使用和销售的产品不侵犯任何第三方的知识产权。对由于任何第三方向布雷博提起的任何此类索赔或其它诉讼(包括拟采取的任何没收措施), 供应商应承担任何第三方索赔的费用, 并使布雷博免于承担相关法律责任。无论何种情形, 供应商应当承担新的知识产权的注册、备案和保护的费用。

16. 第十六条 特定设备和材料

16.1 若布雷博基于特定合同安排向供应商提供或购买设备供其使用, 则应适用以下条款之规定。

16.2 向供应商提供的任何设备应始终为布雷博的专有财产。供应商应对设备的损失、灭失或损坏承担责任。供应商应:

- (i) 记载设备并将设备标记为布雷博的财产;
- (ii) 为设备购买充足的保险, 以涵盖火灾、盗窃、毁坏、自然灾害、非法改装和其它可投保损失或损害险;
- (iii) 尽最高注意保管设备以及提供日常维护;

and provide to ordinary maintenance;

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| <p>(iv) notify Brembo immediately of any need for extraordinary maintenance or substitution, it being understood that the performance of such repairs or substitution will be authorised by Brembo and carried out at its own cost; and</p> <p>(v) not to transfer Equipment outside the Supplier's own plants, nor use the Equipment for any reason other than the execution of the Contract.</p> <p>16.3 If the Supplier is required to manufacture or develop, or buy, any Equipment in order to be able to supply any Goods, the cost of such Equipment, as well as any contribution by Brembo (in the form of an increase of the price applicable to the relevant Goods or otherwise), shall be agreed between the Parties and set out in the relevant Supplier Contract.</p> <p>16.4 The Equipment produced, developed and purchased under previous 16.3 shall be kept and maintained by the Supplier with the highest care in the interest of Brembo, provided that:</p> <p>(i) Brembo shall acquire ownership of, and title to, this Equipment upon payment to the Supplier in full of the lower of: (i) net book value (i.e. book value minus depreciation applied in accordance with applicable accounting standards) and (ii) orderly liquidation value; and</p> <p>(ii) upon payment as provided in 16.3 above, the Supplier grants to Brembo a non-exclusive, world-wide, royalty free, irrevocable and perpetual licence with respect to any IPR of the Supplier incorporated into, or necessary for the use of, the relevant Equipment.</p> <p>17. Designation Of Goods And Publications</p> <p>17.1 The Supplier shall mark the Goods as required by, and in accordance with Schedule 1 'Procurement Specifications'. Neither party shall use any of the other party's proprietary names, logos, trade names, trademarks or service marks without the prior written consent of the</p> | <p>(iv) 若设备需要任何特别维护或更换, 则供应商应立即通知布雷博。双方认可此类维修或更换应经布雷博授权, 并由其承担费用实施; 及</p> <p>(v) 不得将设备转移至供应商自己工厂之外, 也不得因合同履行之外的任何其它目的而使用该设备。</p> <p>16.3 若要求供应商生产、研发或购买任何设备用于供应任何产品, 则此类设备的费用及布雷博通过提高相关产品价格或其他方式进行的任何投入, 应由双方协商一致, 并在相关的供应商合同中予以规定。</p> <p>16.4 供应商应为布雷博尽最高注意保管和维护根据前述第 16.3 款生产、开发和购买的设备, 但是</p> <p>(i) 布雷博在全额支付了以下较低数额的款项后将取得该设备的所有权: 1) 账面净值 (即账面值减去根据适用的会计准则确定的折旧) 及 2) 正常清算价值; 及</p> <p>(ii) 按上述第 16.3 条规定付款后, 供应商应就相关设备所包含的或使用相关设备所必须的知识产权, 免费授予布雷博在全球范围内非独占的、不可撤销的和永久的使用许可。</p> <p>17. 第十七条 产品标识和公开</p> <p>17.1 供应商应根据附件 1《采购规格》的要求标识产品。未经拥有或控制此类专有名称或商标一方的事先书面同意, 任何一方均不得使用另一方的专有名称、标志、商号、商标或服务标志。</p> |
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party, which owns or controls such proprietary names or trademarks.

17.2 Without Brembo's prior written consent, the Supplier shall not publish in any manner (through any marketing or other media) that the Supplier has contracted with or has been supplying Goods to Brembo, other than as required by applicable laws or regulations.

18. Spare Parts

18.1 The Supplier shall make and sell to Brembo Goods (or parts thereof) for use as spare parts in connection with Brembo's service, after-market and warranty requirements for a period of fifteen (15) years after the end of production of the relevant Goods.

18.2 The price of such Goods (or parts thereof) shall, for as long as they are used in the production of Brembo's products, be the same as the price payable under the last Supplier Contract for corresponding Goods (or parts thereof).

19. Termination

19.1 Brembo shall be entitled to unilaterally terminate the Contract at any time and for any reason upon sixty (60) days prior written notice to the Supplier. In this case, no indemnity, reimbursement or amount of any kind shall be paid by Brembo to the Supplier save for the consideration already due before the termination. The Supplier waives any right to unilaterally terminate the Contract if provided by the applicable law.

19.2 Without prejudice to the other provisions of these General T&C and of all the remedies provided by the applicable law, Brembo shall have the right to terminate the Contract with immediate effect upon the Supplier's receipt of written notice thereof if the Supplier has breached any of the following provisions: 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 20, 21, 22. Any such termination shall not affect the liability of a party with respect to any obligations which, at the date of termination, had already fallen due.

17.2 未经布雷博事先书面同意, 供应商不得以任何方式(通过任何营销或其它媒体)公开其已于布雷博签署合同或向布雷博提供产品的信息, 但是法律或法规要求披露的除外。

18. 第十八条 备件

18.1 在相关产品生产终止之后十五(15)年期间内, 供应商仍应向布雷博提供和出售产品(或其中部件), 用于布雷博的服务、售后和质保要求的备件。

18.2 此类产品(或其中部件)的价格, 只要其用于布雷博产品的生产, 均应与最新供应商合同中对应产品(或其中部件)的价格相同。

19. 第十九条 终止

19.1 经提前六十(60)日事先书面通知供应商后, 布雷博有权在任何时候单方终止合同, 无论任何原因。在此种情形下, 布雷博无需向供应商支付任何赔偿、补偿或其他形式的费用, 除了终止前已经到期的对价。供应商放弃根据现行法律规定单方解除合同的任何权利(若有)。

19.2 不影响本一般条款的其它规定以及现行法律规定的的所有其它救济权利, 若供应商违反以下任何条款之规定: 第四条、第五条、六条、七条、八条、九条、十条、十三条、十四条、十五条、十六条、十七条、十八条、二十条、二十一条和二十二条, 则布雷博有权立即终止合同, 并且自供应商收到书面通知时终止立即生效。任何此类终止不得影响一方承担在终止日期之前已到期的任何义务。

19.3 In addition to 19.2, Brembo shall be entitled to claim any and all damages resulting from the material breach of the provisions under 19.2 by the Supplier including lost contracts and sales.

20. Confidentiality

20.1 The Supplier shall not divulge or otherwise make available to any third party any information of any type and in whatever form (including Technical Information), which the Supplier has acquired, or is otherwise available to it, as a result of, or in connection with, the Contract.

20.2 The obligation of the Supplier under above art. 20.1 shall continue in effect for the duration of the Contract and, thereafter, until the first of the following events occurs: i) the relevant information including the Technical Information becomes publicly available or otherwise enters the public domain without the Supplier's fault; or ii) a term of 5 (five) years after the expiration or termination of the Contract has elapsed.

20.3 Any communication to third parties as to the existence and content of these General T&C by any means (press, radio, TV, other media) shall previously be agreed by the parties in writing.

21. Compliance

21.1 The Supplier shall:

(i) be responsible for obtaining, paying for and maintaining in force all applicable licences, consents, permits and approvals of all regulatory authorities whatsoever which are or may be necessary or advisable in connection with the conduct of their businesses;

(ii) abide by all the laws and regulations in force in any country in which the Supplier performs its activities.

21.2 Brembo has adopted the Ethic Code, available online at www.brembo.com, the principles of which inspire Brembo conduct in doing business.

21.3 In compliance with the Italian regulation, Brembo has adopted an 'Organizational

19.3 除享有第 19.2 款规定的权利外，对供应商违反第 19.2 款规定的严重违约导致的任何损失，包括订约损失和销售损失，布雷博有权主张所有的赔偿。

20. 第二十条 保密条款

20.1 供应商不得将其取得或以其它方式获得的因合同履行或与此有关的任何类型和形式的信息（包括技术信息），披露或以其它方式提供给任何第三方。

20.2 在相关技术信息非因供应商之过错而成为公共信息或以其它方式进入公知领域之前，第 20.1 条的供应商保密义务应在合同有效期内始终有效，并持续到出现下述任何一种情形为止：i) 包括技术信息的相关信息非因供应商过错而被公众获得或以其他方式进入公知领域；ii) 合同终止后满五年。

20.3 以任何形式（包括新闻发布会、广播、电视或其它媒体）向第三方披露本一般条款的存在和内容，均应经双方事先书面约定。

22. 第二十一条 合规

21.1 供应商应：

(i) 负责获得所有监管机构要求的与其业务经营有关的所有必要或适当的执照、同意、许可和批准，支付费用并保持其效力；

(ii) 遵守与供应商业务经营有关的国家的所有现行法律和法规的规定。

21.2 布雷博已使用的《职业道德准则》可在 www.brembo.com 网站上获得，该准则规定了激励了布雷博经营活动的原则。

21.3 布雷博已按意大利法律的规定采用《组织和管理控制范本》，这意味着布雷博尊重《职

	and Management Control Model', by which it means to grant, inter alia, the respect of the principles stated into the 'Ethic Code'.		业道德准则》规定的原则。
21.4	Brembo wish to cooperate and make business only with suppliers which inspire their own conduct to principles similar to those stated in the 'Ethic Code'. If the Supplier has adopted its own Ethic Code, it shall respect its provisions. Otherwise, the Supplier shall respect the provisions of the Brembo's Ethic Code. In particular the Supplier shall refrain from taking any action or engaging in any practice which may result in a breach of any anti-bribery or anti-corruption laws, including the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and any laws implementing the same, the U.S. Foreign Corrupt Practices Act, and the Bribery Act 2010 (UK), the Anti-Unfair Competition Law of the PRC and the Interim Provisions on Prohibition of Commercial Bribery Promulgated by the State Administration for Industry and Commerce. The Supplier further represents that it will not utilise slave, prisoner, child, or any other form of forced or involuntary labour in connection with the supply of Goods under the Contract.	21.4	布雷博只希望与用类似于《职业道德准则》规定的原则激励自己经营活动的供应商合作和展开业务。如果供应商采纳其自己的职业道德准则，其应尊重该准则的规定。否则，供应商应当尊重布雷博的《职业道德准则》的规定。特别是，禁止供应商实施可能导致违反任何反贿赂或反腐败法律的任何行为或业务惯例，包括经济合作与发展组织《关于国际商务交易活动反对行贿外国公职人员的公约》及相关法律，美国《海外反腐败法》和英国《2010 年反贿赂法》），《中华人民共和国反不正当竞争法》和《国家工商行政管理总局颁布的关于禁止商业贿赂行为的暂行规定》。供应商另外声明在生产合同下规定的产品时其不得使用任何苦役、囚工、童工，或实施任何其它形式的强制或非自愿劳动力。
21.5	Without prejudice to the other provisions of these General T&C, Brembo shall have the right to terminate the Contract with immediate effect in the event that the Supplier is charged with criminal offence in relation to its business activity. Any such termination shall not affect the liability of a party with respect to any obligations which, at the date of termination, had already fallen due it being understood Brembo shall be entitled to be reimbursed for the damages caused by the conduct of the Supplier and be indemnified for any claim or action raised by third parties in relation to such conduct.	21.5	不影响本一般条款的其它规定，若供应商被指控犯有与其业务活动有关的刑事犯罪，则布雷博有权立即终止合同，并且终止应立即生效。任何此类终止不得影响一方承担在终止日期之前已到期的任何义务。双方认可布雷博因供应商此类行为遭受的损失或第三方提出的与供应商此类行为相关的索赔或行动有权获得赔偿。
21.6	Brembo may request the Supplier from time to time to certify in writing its compliance with the foregoing.	21.6	布雷博可随时要求供应商书面确认其已遵守上述条款之规定。
22.	Environment, Social Responsibility And Other Ethical Standards	22.	第二十二条 环境、社会责任和其它道德标准
22.1	The Supplier shall use the resources and	22.1	供应商应高效地利用其必要的资源和设施

facilities necessary for production of the Goods (including materials, energy and water) efficiently and shall reduce the environmental impact of such production (in particular with respect to waste, wastewater, air pollution and noise) to a minimum. The Supplier shall establish, according to the provisions of Schedule 2, and maintain a certified environmental management system in accordance with the requirements of ISO 14001. The Supplier is responsible for registration and, where necessary, authorisation or notification of chemical substances contained in Goods in accordance with the statutory requirements that apply to the market concerned (e.g. REACH, EU).

- 22.2 Brembo actively promotes an environment-friendly, socially aware and sustainable work place and demands that the Supplier adheres to, and act by, the same standards and principles. In particular, Brembo actively promotes an environment-friendly, socially aware and sustainable work place and demands that the Supplier adheres to, and act by, the same standards and principles. In particular, the Supplier shall at all times endeavor to be inspired by The UN Universal Declaration of Human Rights, the ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy, the OECD Guidelines for Multinational Enterprises. In addition to the foregoing, the Supplier undertakes to respect the principles listed in Schedule 3 'Code of Basic Working Conditions' are of particular importance and must be adhered to at all times. If the aforesaid is not complying with the related PRC laws and regulations, the Supplier shall abide by Schedule 3.

23. Miscellaneous

- 23.1 Brembo shall have the right by serving prior notice on the Supplier to access, and make copy of, all of the Supplier's information, books, records, payroll data, receipts, correspondence, and other electronic and non-electronic documents relating to the Goods, the Supplier's obligations under the Contract, any payment made to the Supplier, or any claim made by the Supplier, as reasonably required for the purpose of auditing or verifying the Supplier's performance of, and compliance with, the terms of the Contract. The Supplier shall preserve this

(包括材料、能源和水)生产产品,并将此类生产对环境造成的影响(尤其是废物、废水、空气污染和噪音)降至最低。供应商应根据附件 2 之规定建立质量和环境规范,并且按 ISO 14001 的要求维持环境管理体系认证。供应商应负责根据适用于相关市场的强制性法规的要求将产品所含的化学物质进行登记,以及获得必要的授权或通知(如欧盟 REACH 指令)。

- 22.2 布雷博积极推动建立环保、具有社会意识和可持续的工作场所,因此要求供应商能够遵守和实践同样的标准和原则。特别是,供应商应始终致力于践行联合国《世界人权宣言》、国际劳工组织《关于跨国企业和社会政策的三方原则宣言》以及经济合作与发展组织《跨国企业准则》的规定。除此而外,供应商承诺尊重附件 3《基本工作条件规范》中所列的原则均为特别重要原则,因此供应商必须始终遵守。若前文与中国有关的法律法规规定不一致,供应商应当遵守附件 3 的规定。

23. 第二十三条 其他规定

- 23.1 经事先书面通知供应商之后,布雷博有权查看和复制供应商的所有信息、账簿、记录、工资数据、收据、通信和与产品有关的其它电子及非电子文件,以及供应商根据合同承担的义务、向供应商支付的任何款项、或供应商支付的任何赔偿,用于合理要求审计或确认供应商履行和遵守合同条款的规定。供应商应在附件 2 规定的期间内保存此类信息和文件。

information and these documents for the period indicated in Schedule 2.

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| 23.2 | The Supplier shall cause its Affiliates, employees, agents and other representatives as well as its own suppliers and subcontractors to comply with the obligations and restrictions set out in the Contract. | 23.2 | 供应商应促使其自己的子公司、员工、代理人和其他代表、及自己的供应商和分包商遵守合同规定的义务和限制。 |
| 23.3 | In order to be valid any waiver and/or amendment must be agreed in writing by the parties in paper form providing for as subject and/or heading the following wording "General T&C amendment form", executed in original by both parties. Such document shall expressly incorporate the full text of the provision which the parties agree to waive and/or amend as well as the new version of the provision as resulting from such amendment. | 23.3 | 为保证效力，任何放弃和/或修改必须由双方用书面形式达成一致，该书面形式应以“一般采购条款变更表”作为主题和/或标题，由双方签署原件。此类文件应当明确包含双方同意放弃和/或修改原条款的原文，以及因此类修改而形成的新版本条款的规定。 |
| 23.4 | The Contract (including any credit thereunder) may not be assigned or otherwise transferred by the Supplier, in whole or in part, without the prior written consent of Brembo. | 23.4 | 未经布雷博事先书面同意，供应商不得让与或以其它方式全部或部分转让合同（包括合同下产生的任何债权）。 |
| 23.5 | Without prejudice to any audit right provided in Schedule 2, upon reasonable prior notice Brembo and/or Brembo customer shall be entitled to inspect Supplier facilities in order to audit Supplier compliance with any provisions of the Contract. | 23.5 | 不影响附件 2 规定的任何审计权利，经事先合理通知，布雷博和/或其客户有权检查供应商的工厂，以便审计供应商是否遵守合同条款的任何规定。 |
| 23.6 | No delay in exercising or non-exercise by a party of any right, power or remedy under the Contract shall impair, or otherwise operate as a waiver or release of, that right, power or remedy. | 23.6 | 一方迟延履行或未行使合同下的任何权利、权力或救济并不影响或由此构成放弃或免除该权利、权力或救济。 |
| 23.7 | The expiration or termination of the Contract shall not affect Suppliers obligation or representation and warranties, and Brembo rights under the Contract with Respect to Goods delivered or ordered prior to such expiration or termination. Without limiting the foregoing 13, 14, 15, 16, 17, 19, 20, 23 and 24 shall survive termination or expiration of the Contract and these General T&C perpetually or within the duration provided in the relevant article, if any. | 23.7 | 合同到期或终止并不影响供应商应承担的义务、陈述或担保，也不影响布雷博根据合同规定对在此到期或终止之间交付或订购的产品享有的权利。合同和本一般条款到期或终止之后或在相关条款规定的期限内，若有，第十三条、十四条、十五条、十六条、十七条、十九条、二十条、二十三条和第二十四条的规定仍然持续有效。 |

23.8 In the event of any provision of the Contract being found or deemed invalid or unenforceable, the general validity of the Contract shall not be affected, and the parties shall subsequently use their best endeavours to agree on a valid replacement provision, which to the extent legally permissible, achieves the same purpose(s) as the original one.

24. Governing Law And Jurisdictions

24.1 The Contract shall be governed by and construed in accordance with the PRC laws.

24.2 Any dispute arising under or in connection with the Contract shall be finally and settled by the competent Court at the domicile of Brembo legal entity which entered into the Supplier Contract and/or issued the Purchase Orders.

24.3 The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

Supplier Signature

Date: _____

Brembo

Date: _____

23.8 若合同的任何条款被确认或视为无效或不可执行，则不得影响合同的一般效力。并且各方此后应尽力在法律允许的范围内约定有效的替代条款，以实现双方最初的订约目的。

24. 第二十四条 适用法律和管辖

24.1 合同的管辖和解释应适用中华人民共和国法律。

24.2 与合同有关或因此引起的任何争议，应由签署供应商合同和 / 或签发采购订单的布雷博法律实体住所地有管辖权法院行使最终和专属管辖。

24.3 双方明确排除适用《联合国国际货物销售合同公约》。

供应商签名

Date: _____

Brembo

Date: _____