



# **Procurement Specifications**

*(Edition February, 2017)*

## REVISIONS

| Rev.     | Date            | Description of the amendments                 | Modified Pages |
|----------|-----------------|---|----------------|
| <b>0</b> | <b>01.09.01</b> | <b><i>New Edition</i></b>                     |                |
| <b>1</b> | <b>20.05.13</b> | <b><i>Integral Revision</i></b>               |                |
| <b>2</b> | <b>14.02.17</b> | <b><i>Integrated Sub-Contracting Plan</i></b> |                |

| Prepared | Approved |
|----------|----------|
|          |          |

# INDEX

## 目录

|   |          |
|---|----------|
| <b>REVISIONS 修订</b> .....   | <b>2</b> |
| <b>INDEX 目录</b> .....   | <b>3</b> |
| 1. SCHEDULE AND DELIVERIES .....  | 4        |
| 时间表和交货 .....  | 4        |
| 2. GOODS PURCHASED BY PURCHASE ORDER.....   | 4        |
| 通过《采购订单》采购的产品 .....   | 4        |
| 3. GOODS PURCHASED BY DELIVERY SCHEDULE.....  | 4        |
| 《交货计划》采购的产品 .....   | 4        |
| 4. SUB-CONTRACTED GOODS SUPPLIED BY DELIVERY SCHEDULE (hereinafter, Sub-Contracting Plan) ..... | 7        |
| 通过《交货计划》采购的分包产品（以下简称：分包计划） .....  | 7        |
| 5. DOCUMENTATION NECESSARY FOR THE DELIVERY.....  | 7        |
| 交货所必须的文件证明 .....  | 7        |
| 6. PACKAGING CONDITIONS AND TRANSPORTATION OF .....   | 9        |
| THE GOODS.....  | 9        |
| 产品的包装条件和运输.....   | 9        |
| 7. SPECIFICATIONS REQUESTED BY BREMBO CLIENTS .....   | 10       |
| 布雷博客户所要求的规范说明 .....   | 10       |

## 1. SCHEDULE AND DELIVERIES

### 时间表和交货

- 1.1 All Goods must be delivered, and will only be accepted, by Brembo if accompanied with the relative Purchase Order or communicated via Delivery Schedule by the Brembo plant Logistics Office.

所有产品交付时，都必须随货附有关《采购订单》或由布雷博工厂物流部通过《交货计划》通知，布雷博才会接受。

It being understood that the issue and the contents of the Delivery Plan will be defined and regulated through a different modality based on whether the Delivery Schedule is related to a supply relationship (in this case it will be applied the provisions in article 3) or a sub-contracting relationship (in this case will be applied the provisions in article 4).

须明确上述要求和《交货计划》的内容将基于《交货计划》是与供货关系相关（适用本规范第3条），还是与分包关系相关（适用本规范第4条），而通过不同的方式，来界定和规范。

## 2. GOODS PURCHASED BY PURCHASE ORDER

### 通过《采购订单》采购的产品

- 2.1 The Supplier must deliver the Goods in the quantities and on the dates specified in the Purchase Order received from Brembo.

供应商必须按其收到的布雷博《采购订单》上的数量和日期交付产品。

## 3. GOODS PURCHASED BY DELIVERY SCHEDULE

### 通过《交货计划》采购的产品

- 3.1 The Supplier must deliver the Goods in the quantities and on the dates specified in the Delivery Schedule received from the Brembo plant Logistics Office.

供应商必须按所收到的布雷博工厂物流部发出的《交货计划》确定的数量和日期交付产品。

- 3.2 In compliance with the terms and conditions of articles 5 and 7 of the Brembo General Terms and Conditions of Purchase Direct Material and Services, Brembo will issue to the Supplier the relevant Delivery Schedule, which may indicate the following three delivery methods based on the type of Goods supplied and on Brembo's requirements:

布雷博将按照《布雷博一般采购条款 - 直接材料和服务》第5条和第7条的规定，向供应商发出相关《交货计划》，《交货计划》将依据所供产品的类型及布雷博的要求明确以下三种交货方式：

- (a) "Horizon: Blocked Period": these are requests for delivery of Goods in which the Supplier is bound and obliged to respect the date and quantity ordered.

“范围：锁定期”：这是对产品交付的要求，供应商有义务遵守并接受订单约定的日期和订购数量并受其约束。

- (b) "Horizon: Binding Forecast": these are the forecasts of the delivery of certain quantities of Goods, within the limits of the maximum capacity established, that the Supplier undertakes to make available to Brembo for a certain period of time, and that Brembo undertakes to confirm subsequently, by issuing Purchase Orders on dates that will be agreed upon from time to time with the Supplier.

“范围：约束性预测”：这是在既定最大生产能力的限度以内，供应商承诺在某一时间段可以提供给布雷博的，以及布雷博答应随后通过与供应商不时商定的日期出具《采购订单》予以确认的，特定数量产品的交付所做的预测。

- (c) "Horizon: Non-Binding Forecast (or simply Forecast)": these are forecasts of deliveries of certain quantities of Goods that in no way represent a purchasing obligation for Brembo, but which are, in any case, sent to the Supplier by Brembo in order enable it to organize the production effectively, also pursuant to article 7.7 of the General Terms and Conditions. Based on the Indicative Forecasts, the Supplier is obliged to promptly inform Brembo of any problems that may make it impossible to supply the Goods contained in the Purchased Orders issued, or which might delay the delivery of the same.

“范围：无约束性预测（或简单预测）”：这是对特定数量产品的交付所做的预测，它们绝不表示布雷博有采购的义务，但是它们在任何情况下都是由布雷博传达给供应商的，以便让其可以有效的组织生产，同样也是以《布雷博一般采购条款》第 7.7 条为依据。基于这些指示性的预测，要求供应商立即通知布雷博可能使其无法供应已发《采购订单》中所含产品或者可能延迟交货的任何问题。

- 3.3 The: Binding Forecast Horizon and the: Forecast Horizon, unlike the Purchase Orders, do not constitute an authorization to deliver the Goods.

约束性预测范围和预测范围，不像《采购订单》，并不构成交付产品的授权。

- 3.4 In order to satisfy any special requests forwarded by its customers, Brembo reserves the right to ask the Supplier to supply the quantities of Goods necessary in order for it to do so. The Supplier must immediately contact his reference person in the Logistics Office at the Brembo factory to report any difficulties he may have in supplying the Goods requested by Brembo.

为了满足其客户提出的任何特殊要求，布雷博保留要求供应商提供必需数量产品的权利。供应商必须立即联系位于布雷博工厂的物流部负责人，报告其在供应布雷博所要求的货物时遇到的任何困难。

- 3.5 The delivery dates specified in the Delivery Schedule must be considered as the dates on which the Goods are to be received at the Brembo storerooms, regardless of the type of delivery method used, unless alternative arrangements have been made.

《交货计划》上所规定的交货日期必须被视为是在布雷博库房收到产品的日期，不论采用何种类型的交货方式，除非做出了其他安排。

### 3.6 SUPPLY CATEGORIES

#### 供货类别

- 3.6.1 The Delivery Schedules are sent to the Supplier on a weekly basis, unless the plant Logistics Office and the Supplier have made different arrangements.

每周向供应商发出《交货计划》，除非工厂物流部和供应商另行达成其他安排。

- 3.6.2 The Delivery Schedules specify the quantities of Goods planned and required for each reference period (Blocked Period, Binding Forecasts and Forecast). To this respect, Brembo has identified and applies 3 categories of supply A,B,C to each one of the different types of Goods:

《交货计划》明确说明对于各参照期（确定锁定期、约束性预测和预测范围）所计划和所要求的产品数量。从这个意义上来说，布雷博对于不同类型产品的每一种类型都加以标识并且采用 A、B、C 三种供货类别：

**CATEGORY "A": for this category, the periods are divided as follows:**

“A”类：对于该类别，期间按如下方式划分：

**Orders (Blocked Period) relative to week S**

同第 S 周相关的订单 (锁定期)

**Binding forecasts (Binding Forecast) relative to week S+1**

同第 S+1 周相关的约束性预测 (约束性预测)

**Forecasts relative to the period S+2÷M+5**

同 S+2÷M+5 期间相关的预测

**CATEGORY "B": for this category the periods are divided as follows:**

“B”类: 对于该类别, 期间按如下方式划分:

**Orders (Blocked Period) relative to weeks**

S÷S+1

同 S÷S+1 周相关的订单 (锁定期)

**Binding forecasts relative to week**

S+2÷S+3

同 S+2÷S+3 周相关的约束性预测

**Forecasts relative to the period S+4÷M+5**

同 S+4÷M+5 期间相关的预测

**CATEGORY "C": for this category the periods are divided as follows:**

“C”类: 对于该类别, 期间按如下方式划分:

**Orders (Blocked Period) relative to weeks S÷S+3 (month M)**

同 S÷S+3 周 (月份 M) 相关的订单 (锁定期)

**Binding forecasts relative to month M+1**

同月份 M+1 相关的约束性预测

**Forecasts relative to the period M+2÷M+5**

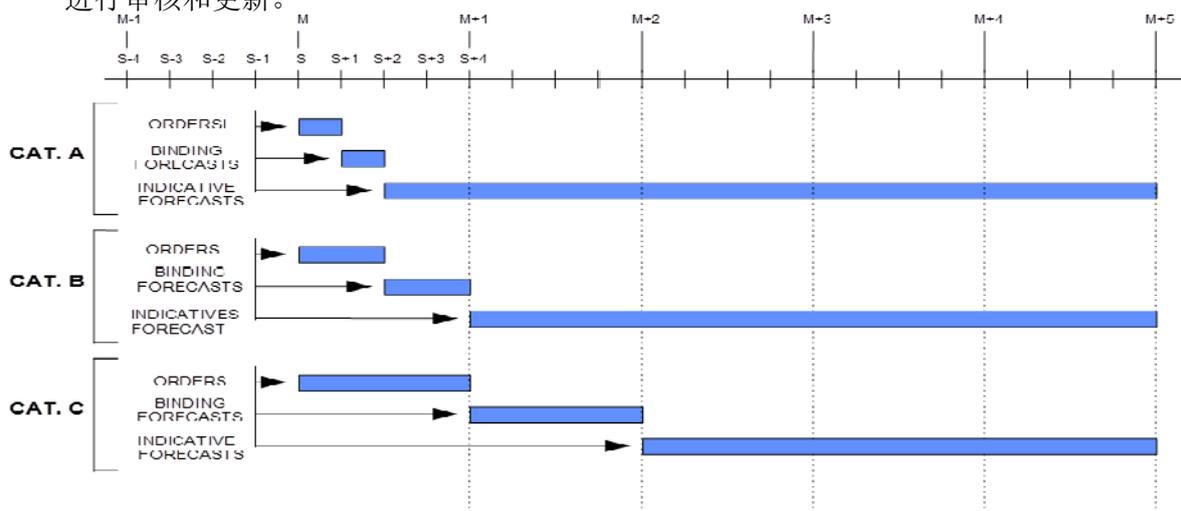
同 M+2÷M+5 期间相关的指示性预测

The updates relative to the Supplier Orders and the Forecasts will be communicated every S-1 week.

同《采购订单》和《预测》相关的更新将每 S-1 周传达。

3.6.3 The plant Logistics Office is responsible for classifying Goods in a certain category at its own discretion, and the type of classification defined is reviewed and updated annually.

工厂物流部负责按它自己的判断将产品划分为某一特定类别, 而所确定的分类类型每年都进行审核和更新。



## 4. SUB-CONTRACTED GOODS SUPPLIED BY DELIVERY SCHEDULE (hereinafter, Sub-Contracting Plan)

### 通过《交货计划》采购的分包产品（以下简称：分包计划）

- 4.1 The Supplier must deliver the Goods in the quantities and on the dates specified in the Sub-contracting plan received from the Brembo plant Logistics Office.  
供应商必须按照布雷博工厂物流部所发出的《分包计划》上明确规定的数量和日期交付。
- 4.2 In compliance with the terms and conditions of article 6 of the Brembo General Terms and Conditions of Purchase Direct Material and Services, Brembo will issue to the Supplier the relevant Sub-contracting Plan every week S-1, unless alternative arrangements have been made.  
按照《布雷博一般采购条款 - 直接物料和服务》第 6 条规定，布雷博将每 S-1 周提供相关的分包计划，除非做出其他安排。
- 4.3 The Sub-contracting Plan shows the forecasts of deliveries of certain quantities of Goods that in no way represent a purchasing obligation for Brembo, but which are, in any case, sent to the Supplier by Brembo in order enable it to organize the production effectively, also pursuant to article 7.7 of the General Terms and Conditions of Purchase Direct Material and Services. Based on this forecasts, the Supplier is obliged to promptly inform Brembo of any problems that may make it impossible to supply the Goods contained in the Purchased Orders issued, or which might delay the delivery of the same.  
分包计划是对特定数量产品的交付所做的预测，这绝不表示布雷博有采购的义务，但是它们在任何情况下都是由布雷博传达给供应商的，以便让其可以有效的组织生产，也是依据《布雷博一般采购条款 - 直接物料和服务》的第 7.7 条的规定。基于这些预测，供应商有义务立即通知布雷博可能使其无法供应已发《采购订单》中所含产品或者可能延迟交付的任何问题。
- 4.4 In order to satisfy any special requests forwarded by its customers, Brembo reserves the right to ask the Supplier to supply the quantities of Goods necessary in order for it to do so. The Supplier must immediately contact its reference person in the Logistics Office at the Brembo factory to report any difficulties it may have in supplying the Goods requested by Brembo.  
为了满足其客户提出的任何特殊要求，布雷博保留要求供应商提供必要数量产品的权利。供应商必须立即联系其位于布雷博工厂物流部的负责人，报告其在供应布雷博所要求的货物时所遇到的任何困难。
- 4.5 The delivery dates specified in the Sub-contracting Plan must be considered as the dates on which the Goods are to be received at the Brembo storerooms, regardless of the type of delivery method used, unless alternative arrangements have been made.  
分包计划上所规定的交货日期必须被视为是在布雷博库房收到产品的日期，无论采用任何类型的交货方式，除非达成其他安排。

## 5. DOCUMENTATION NECESSARY FOR THE DELIVERY

### 交货所必须的文件证明

- 5.1 Brembo requires its Suppliers to provide a clear, correct and complete set of documentation regarding the delivery of the Goods, in compliance with the terms of article 5 herein.  
布雷博要求其供应商按照本规范第 5 条，提供有关产品交付的清晰、准确和完整的文件证明。

- 5.2 All Goods delivered to Brembo must be accompanied by a suitable "Delivery Note (or D.D.T.)" which must compulsorily state the information specified here below in article 5.3. 交付给布雷博的所有产品都必须附有合适的“交货单”（或“D.D.T.”，该交货单必须按要求说明以下第 5.3 条中所规定的信息。
- 5.3 In addition to the information required by the legislation in force, the Delivery Note must also explicitly specify the following information:  
除了有效法规所要求的信息之外，《交货单》还必须明确说明以下信息：
- (i) in the field "reason for transportation": it must specify the reason for which the goods are being transported, such as, for example, for the purposes of sale, manufacturing, viewing etc...);  
在“运输理由”区：它必须明确说明目前运送产品的原因，例如为了销售、生产、审核等目的）；
  - (ii) in the field relative to the description/item code and quantity: it must indicate the order number, the Brembo item code, bearing the amendment, version, item description, supplier production lot code, quantity sent (with the relative unit of measure), total number and type of containers used for each single item (in the case of returnable packaging, the relative code must be specified);  
在描述/项目代码及数量有关的区域：它必须明确说明订单号、布雷博项目代码，载明修改、版本、项目描述、供应商生产批号、所发送数量（附带相关的计量单位），各单独项目所用货柜的总数及类型（如果是可退包装，必须指明有关的代码）；
  - (iii) at the bottom of the delivery note: it must indicate the type of packaging (whether it is non-returnable or returnable), code, description and total quantity of packaging sent, properties of the packaging sent (in the case of returnable packaging). In the case of packaging belonging to Brembo, the Supplier will agree on how this is codified.  
在交货单的底部：必须指明包装的类型（不论是不可退包装还是可退包装）、编号、描述、所发送的包装数量、所发送的包装材质（如果是可退包装）。如果包装为布雷博所有，供应商将同意如何编码。
- 5.4 The Supplier must place an identification label on each package/container used for the transportation and delivery of the Goods, containing the following information: Brembo item code, bearing the amendment, version, item description, supplier production lot code, quantity of packaging sent (with the relative unit of measure). The label used to identify the Goods may be of any format, but the Supplier is obliged to specify the information required, pursuant to article 5 herein, clearly and in full thereon.  
供应商必须在所有用于运输和交付的产品包装/货柜上贴上标签，包含以下信息：布雷博项目代码，载明修改、版本、项目描述、供应商生产批号、所发送包装的数量（附带相关的计量单位）。用以识别产品的标签可能是任何格式，但是要求供应商依照本文件中第 5 条明确说明所需的信息，信息清晰而充分。
- 5.5 Should the identification label and/or the delivery note be incomplete, or should they not be provided, Brembo reserves the right to refuse the Goods contained in the delivery, or to charge the Supplier for the costs sustained by Brembo due to the failure to provide the documentation for the delivery, or to the fact that it is incomplete. These costs will be calculated also in consideration of, for example but not limited to, the hours of labour employed in order to identify the Goods delivered and/or to obtain the correct and complete delivery documentation as described in article 5.  
如果识别标签和/或交货通知书不完整或未提供，布雷博保留拒绝接受其中存在上述问题的产品或者向供应商收取由于未能提供交货文件证明或者由于文件证明不完整而由布雷博承担的费用权利。这些费用的计算还将考虑（例如但不限于）为了识别所交付产品和/或获取第 5 条中所述准确和完整的交货文件证明所雇佣劳动力的小时数。

## 6. PACKAGING CONDITIONS AND TRANSPORTATION OF THE GOODS

### 产品的包装条件和运输

- 6.1 The main function of the packaging systems is to allow the Goods to be transported in multiples and to avoid transporting them piece by piece, as well as to protect the integrity of the Goods transported from potential damage due to the environmental conditions present in the loading, unloading and handling areas. The Supplier must load the packages containing the Goods on a means of transport suitable for the type of packaging used, in order to prevent the packaging and the Goods from moving about and becoming damaged during the transfer.

包装系统的主要作用就是要使产品可以大量运输并避免以一件一件的方式运输它们，并且保护所运输产品的完整性，使它们免于由于装货、卸货及搬运方面存在的环境条件所可能遭受到的损伤。供应商必须将装有产品的包装装载到适合于所用包装类型的运输工具之上，以防包装及产品在转移过程中到处移动和遭受损伤。

- 6.2 The packaging systems must not compromise the safety of the Brembo personnel responsible for unloading and handling the packages. Brembo may accept at its own storerooms, at its exclusive discretion, packaging bearing flaws due only to normal wear and tear, providing that said flaws do not compromise the safety of its personnel.

包装系统不得损害布雷博负责卸货及搬运包装人员的安全。布雷博可以在自己的库房以自己的独自判断，接受只是由于正常磨损而有缺陷的包装，只要这些缺陷不损害其人员的安全。

- 6.3 Brembo and the Supplier must agree upon how the Goods to be supplied to Brembo are to be packaged, by clarifying the conditions and methods used for packing, packaging and transporting the same, and ensuring that these comply with the drawing and the technical specifications provided. They must also ensure that the Goods are clean and integral and that they comply with the weight and volume restrictions.

布雷博和供应商必须就怎样对将要供给布雷博的产品进行包装达成协议，阐明打包、包装及运输所使用的条件和方式，并且确保它们符合所提供的图纸和技术规格。他们还必须确保产品清洁完整而且符合重量和体积限制。

- 6.4 The Supplier must define the most suitable type of packaging to ensure that the Goods remain intact, in compliance with the indications received from Brembo, which must be considered binding by the Supplier.

供应商必须按照布雷博所给予的指示（供应商必须将它们视为是具有约束力的），明确说明确保产品保持完好无损的最恰当包装类型。

- 6.5 The Supplier must complete a packaging form, according to the instructions specified in article 6.6 below, that will be subject to the approval of the Brembo plant Logistics Office and Quality Acceptance Office. The packaging form must reach Brembo before the Goods are supplied and delivered.

供应商必须按以下第 6.6 条中所说明的指示填写好一张包装表格，它将经过布雷博工厂物流办公室和质量验收办公室的核准。该包装表格必须在供应和交付产品之前传至布雷博。

- 6.6 Brembo recommends that the Supplier use its packaging form template, which he should request from Brembo. This form must be completed by the Supplier with the following information:

布雷博建议供应商使用它的包装表模板，供应商应该向布雷博索取该模板。供应商必须用以下信息填写好该表格：

- (i) type of packaging unit (e.g. Odette crate) and outer packaging (e.g. Pallet);  
包装单位的类型（例如 Odette 板条箱）和外包装（例如托盘）；
- (ii) quantity of pieces per packaging unit and per outer packaging;  
每一包装单位和每一个外包装的件数；



- (iii) dimensions and weight of the packaging unit and the outer packaging;  
包装单位和外包装的尺寸和重量;
- (iv) packaging method (separators, bags, trays,..)  
包装方式 (隔板、袋子、托盘等)

and it should also contain an attachment with a drawing and photographs of the solution proposed by the Supplier.

并且, 还应包括一个附件, 其中包括供应商所建议解决方案的图纸和照片。

- 6.7 Brembo reserves the right to assess the suitability of the packaging at the first delivery and, if necessary, to propose an alternative solution to the Supplier, which the same should evaluate and implement immediately.  
布雷博保留首次交货时对包装的合适性进行评估的权利, 并且如果必要, 向供应商建议其他可选解决方案, 供应商应该立即对该解决方案予以评价和实施。

## **7. SPECIFICATIONS REQUESTED BY BREMBO CLIENTS** **布雷博客户所要求的规范说明**

- 7.1 The Supplier undertakes to comply with any specifications that Brembo may receive from its customers regarding the Goods to be supplied.  
供应商承诺遵守布雷博会从客户处收到的关于所供产品的任何规范说明。