

VOLVO CARS GENERAL CONDITIONS FOR PURCHASE OF PRODUCTS AND SERVICES**沃尔沃汽车关于产品与服务采购的通用条款和条件**

Volvo Cars general conditions for purchase of products and services apply to any Deliverables and supersede any terms and conditions provided by Supplier.

沃尔沃汽车关于产品与服务采购的通用条款和条件适用于任何应交付物，并取代供应商提供的任何条款条件。

1 DEFINITIONS**定义**

1.1 **Agreement** means these general conditions, purchase order issued by Volvo Cars and all other documents referenced here or in the purchase order.

"协议"指本通用条件、沃尔沃汽车下达的采购订单和本通用条件或采购订单中提及的所有其他文件。

1.2 **Deliverable** means the products and/or services which Supplier supplies under this Agreement.

"应交付物"项下供应商提交的产品和/或服务

1.3 **Documentation** means descriptions, drawings, service manuals, source code, tables and similar results.

"资料"指描述、图纸、服务使用说明、源代码、表格和类似成果。

1.4 **Volvo Cars** means the relevant Volvo Cars entity, i.e. Volvo Car Corporation or any of its affiliates, indicated in the purchase order.

"沃尔沃汽车"指相关沃尔沃汽车实体，即：沃尔沃汽车公司或其任何关联方，具体如采购订单中所载明。

1.5 **Supplier** means the company indicated in the purchase order.

"供应商"指采购订单中载明的公司。

2 ORDER, PACKING, SHIPPING AND DELIVERY**订单、包装、装运和交付**

2.1 Supplier will accept the agreement by the earlier of: (i) acknowledging the purchase order within five business days of the issue date; or (ii) start of performance under the purchase order.

供应商将在以下较早发生的情形之前接受协议：(i) 在采购订单下达之日起五个工作日内确认采购订单；或者 (ii) 开始按照采购订单履约。

2.2 Supplier will deliver Deliverables in good condition, properly packed to protect the product from damage and labelled per Volvo Cars' instructions. A declaration of conformity with all legal requirements, and if applicable, a safety data sheet, will accompany all products.

供应商将交付的应交付物在交付时状况良好，产品包装适当以防损坏，并按沃尔沃汽车的指示贴标签。所有产品必须附有一份关于产品符合所有法律要求的声明，且如适用，附带一份安全性数据表。

2.3 Unless otherwise specified in the purchase order, products shall be delivered DDP (Incoterms 2010) to Volvo Cars' address stated in the purchase order.

除非采购订单中另行载明，否则产品应按"完税后交货"条款（2010年版国际贸易术语解释通则）交付至采购订单中载明的沃尔沃汽车的地址。

2.4 Title to and risk of loss or damage to the products will pass to Volvo Cars upon delivery.

产品的所有权和灭失或损坏风险将在交货后转移至沃尔沃汽车。

3 DEFECTS AND DELAY**缺陷和迟延**

3.1 Supplier warrants that Deliverables will be free from defects in design, material and workmanship and conform to the Agreement. Volvo Cars may reject and return any nonconforming Deliverables at Supplier's risk and expense.

供应商保证，应交付物在设计、材料和工艺方面无任何缺陷，符合协议规定。沃尔沃汽车可拒绝接受并退还不符合规定的应交付物，风险和费用由供应商承担。

3.2 If Volvo Cars discovers any nonconformity within 12 months from delivery of any Deliverable, Supplier will promptly, at Volvo Cars' option, correct or replace at its cost any nonconforming Deliverable. If not possible to remedy or replace, Volvo Cars will get a price reduction. If the Deliverable has not been remedied and the failure is substantial, Volvo Cars may terminate the Agreement in respect of the defective Deliverable upon written notice to Supplier.

如果在任何应交付物交付后12个月内沃尔沃汽车发现存在任何不符合规定之处，供应商将及时根据沃尔沃汽车的选择纠正或更换不符合规定的应交付物，费用由供应商承担。如果无法纠正或更换不符合规定的应交付物，沃尔沃汽车将获得减价。如果应交付物未得到纠正且不符合规定之处是实质性问题，沃尔沃汽车则可在书面通知供应商之后就存在缺陷的应交付物终止协议。

3.3 Deliverables will be delivered on the date(s) set out in the purchase order. Time is of the essence. Volvo Cars may completely or partly terminate the relevant purchase order, if the delay is significant and compensate Volvo Cars for losses resulting from late delivery. A delay will always be considered significant if it continues for more than four weeks.

应交付物将在采购订单中载明的日期交付。时间非常重要。如果发生严重迟延，沃尔沃汽车则可终止相关采购订单的全部或部分且供应商应赔偿沃尔沃汽车因交付迟延而遭受的损失。如果迟延情形持续超过四周，将视为严重迟延。

4 DOCUMENTATION**资料**

4.1 Documentation provided to Supplier by Volvo Cars will remain Volvo Cars' property and may only be used by Supplier as required to perform its contractual obligations towards Volvo Cars.

沃尔沃汽车提供给供应商的资料将仍为沃尔沃汽车的财产，供应商只可在向沃尔沃汽车履行其合同义务时使用该等资料。

4.2 Documentation specifically prepared to deliver the Deliverables to Volvo Cars will be the property of Volvo Cars, and Supplier assigns all intellectual property rights contained therein to Volvo Cars. Other Documentation provided by Supplier will remain the property of Supplier, and Volvo Cars will be granted an unrestricted right to use it for Volvo Cars' own business purposes, including a right to (i) make copies, changes, modifications, (ii) use it in any other media than it was originally prepared for, (iii) authorize others to use it in relation to Volvo Cars' business (including subcontracting to its affiliates or another entity), and (iv) assign such rights to a third party together with an assignment of the Deliverables to that third party.

特意准备的用于向沃尔沃汽车交付交付物的资料将是沃尔沃汽车的财产，且供应商应将其中包含的所有知识产权转让给沃尔沃汽车。供应商提供的其他资料仍为供应商的财产，沃尔沃汽车应获得不受限制地将其用于沃尔沃汽车自身商业目的之使用权，包括以下权利：(i) 复制、更改、改动，(ii) 将其用于原先准备在其中使用的介质以外的任何其他介质，(iii) 授权他人将其用于沃尔沃汽车的业务（包括分包给其关联方或其他实体），以及 (iv) 在向第三方转让交付物时将该等权利一同转让。

5 PRICE AND PAYMENT TERMS

价格和支付条款

5.1 The currency for all payments for the Deliverables will be the local currency of the location of the Supplier's principal place of business. The price will be fixed and include all taxes, fees or charges, but exclusive of Value Added Tax (VAT). Invoices will state the Supplier name, relevant purchase order number, invoice period and Supplier's bank account for payment. Volvo Cars will pay undisputed invoices in accordance with the payment term stated in the purchase order.

应交付物的所有付款货币为供应商主要经营地的当地货币。价格是固定的，且包括所有税金、费用和收费，不包括增值税。账单将载明供应商的名称、相关采购订单号、账单所涉及的时段和供应商用于接受付款的银行账户。对于无任何争议的账单，沃尔沃汽车将按照采购订单中载明的支付条款付款。

5.2 Delivery acceptance or payment will not constitute acceptance of nonconforming Deliverables, nor will it limit or affect any rights or remedies of Volvo Cars.

即使接受交付或付款，也不构成接受不符合规定的应交付物，且不会限制或影响沃尔沃汽车的任何权利或救济。

6 LIABILITY

责任

6.1 Supplier will indemnify and defend Volvo Cars from and against any claim, suit, allegation, fine, judgment and/or award, and pay all related costs, which may be made against or imposed on Volvo Cars by a third party or incurred by Volvo Cars due to Supplier's breach of this Agreement, negligence or willful misconduct.

对于因供应商违反本协议、供应商的过失或故意不当行为而可能导致第三针对沃尔沃汽车提起的或适用的或收取的或者可能导致沃尔沃汽车遭受的任何权利主张、诉讼、指控、罚款、判决和/或裁决，供应商将保护沃尔沃汽车，对其作出补偿，使其免受损害，并支付所有相关的费用和支出。

6.2 Neither party will be liable for any indirect loss or damage, including loss of profit, loss of goodwill or loss of business opportunity. Further, the maximum liability of a party will be limited to one million Euro, except with respect to claims to the effect that any part of the Deliverables infringes any intellectual property right of a third party, breach of confidentiality, claims related to death or bodily injury, or losses or damages caused by gross negligence or willful misconduct.

对于任何间接的损失或损害，包括任何利润损失、商誉损失或商业机会损失，任何一方均不承担责任。而且，一方所应承担责任的最高额以一百万欧元为限，除非是涉及声称应交付物任何部分侵犯第三方知识产权的权利主张、有关违反保密规定的权利主张、与死亡或人身伤害相关的索赔；或者因重大过失或故意不当行为造成的损失或损害。

6.3 Any liability of Supplier set out in this Agreement will include any acts or omissions of its employees, subcontractors or any other party for which Supplier is responsible. Remedies set out in this Agreement are in addition to any other remedies available by law.

本协议中规定的应由供应商承担的任何责任将涵盖其员工、分包商或供应商应负责的任何其他方的任何作为或不作为。本协议中规定的救济应当是根据法律可享有的任何其他救济的补充。

7 CONFIDENTIALITY

保密

7.1 Neither party will disclose to any third party any information relating to the other party or its business operations ("**Confidential Information**"), except to the extent necessary for the performance under the Agreement. The parties will use all reasonable means to keep Confidential Information secret. However, Volvo Cars may disclose any Confidential Information to its affiliates, provided they comply with the corresponding confidentiality undertaking. The obligation of confidentiality does not apply to Confidential Information which (i) is or becomes public through no fault of the receiving party; (ii) is lawfully obtained from someone other than the disclosing party that is not under an obligation to the disclosing party to keep that information confidential; (iii) was already in the possession of the receiving party prior to the date of disclosure; (iv) the receiving party develops independently without use of the Confidential Information; or (v) the receiving party is required to disclose by law or pursuant to any order of court or other competent authority or tribunal.

任何一方均不会向任何第三方披露与另一方或其业务运营相关的信息（“**保密信息**”），除非是为了根据协议履约需进行该等披露。双方将采用所有合理方式保持保密信息的保密性。但沃尔沃汽车可将任何保密信息披露给其关联方，前提是他们必须遵守相关保密承诺。保密义务不适用于以下保密信息：(i) 非因接收方的过失而为或成为公众所知的信息；(ii) 从披露方以外的且对披露方不承担任何保密义务的其他方处合法获取的信息；(iii) 在披露之日前接收方已占有的信息；(iv) 接收方在未使用保密信息的情况下独立开发的信息；或者 (v) 接收方因法律要求或者按法院或其他主管机关或裁决机构的任何命令披露的信息。

8 CODE OF CONDUCT**行为准则**

- 8.1 Volvo Car Corporation has adopted a Code of Conduct for Business Partners ("**Code of Conduct**"), see <https://group.volvocars.com/sustainability>. Supplier will comply with the Code of Conduct or similar principles. Further, Supplier will ensure that the Code of Conduct or similar principles are communicated and complied with by its employees and subcontractors. Failure by Supplier to comply with the Code of Conduct will be deemed a material breach of the Agreement and (i) result in Supplier having to undertake necessary remedies, including to, pay damages, and (ii) give Volvo Cars a right to terminate the Agreement with immediate effect upon written notice to Supplier.
- 沃尔沃汽车已制定业务合作伙伴行为准则（“**行为准则**”），参见<https://group.volvocars.com/sustainability>。供应商将遵守行为准则或相似准则。而且，供应商还将确保其员工和分包商了解并遵守该行为准则或相似准则。如果供应商未遵守行为准则，将被视为严重违约，且导致 (i) 供应商因此须作出必要补救，包括支付损害赔偿，和 (ii) 沃尔沃汽车因此有权在书面通知供应商后即刻终止协议。

9 MISCELLANEOUS**其他规定**

- 9.1 The Agreement contains the entire agreement between the parties concerning its subject matter. All amendments will be in writing and signed by both parties.
- 协议包含双方之间关于协议标的事项的完整协议。所有修订将采用书面形式并经双方签字。
- 9.2 Supplier will, at its expense, during the term of the Agreement maintain, and procure that its subcontractors maintain, any applicable licenses, permits and authorizations.
- 供应商将在协议有效期内自费维持并确保其分包商维持任何适用的证照、许可和授权。
- 9.3 Supplier will comply with all applicable laws. If performing work on Volvo Cars' premises, Supplier will comply with Volvo Cars' safety and security rules, rules related to the well-being of the employees, and alcohol and illegal drugs. Supplier will inform itself, its employees and its subcontractors of all applicable Volvo Cars' rules.
- 供应商将遵守所有适用法律。如果在沃尔沃汽车的场所实施作业，供应商将遵守沃尔沃汽车有关安全和保安的规定以及有关员工福利、酒精和非法药物的规定。供应商将不时了解沃尔沃汽车的所有适用规定，并不时将这些规定告知其员工以及其分包商。
- 9.4 Nothing in this Agreement will create any payment obligations or contractual relationship between Volvo Cars and Supplier's employees or subcontractors. Neither Supplier nor its employees are Volvo Cars' employees, agents, partners or joint ventures.
- 本协议任何内容均不会在沃尔沃汽车和供应商的员工或分包商之间创设任何付款义务或合同关系。供应商及其员工均不是沃尔沃汽车的员工、代理、合作伙伴和合资公司。
- 9.5 Supplier or its subcontractors will not use Volvo Cars' logotypes and trademarks (for advertisement, exhibitions or any other purpose) without the prior written consent by Volvo Cars and in that case always strictly in accordance with the explicit instructions and requirements of Volvo Cars.
- 未经沃尔沃汽车事先书面同意，供应商及其分包商均不会（出于广告、展览或任何其他目的）使用沃尔沃汽车的任何标识和商标。如需使用，将始终严格遵循沃尔沃汽车的明确指示和要求。
- 9.6 Supplier will maintain adequate liability insurances. Supplier will, upon Volvo Cars' request, evidence that that the abovementioned insurance exists.
- 供应商将维持充分的责任保险。经沃尔沃汽车要求，供应商将证明具备上述保险。

10 GOVERNING LAW AND VENUE**适用法律和管辖地**

- 10.1 Chinese law, without regard to the conflict of law principles, governs all matters related to this Agreement. Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity of it, shall be referred to the China International Economic and Trade Arbitration Commission (CIETAC). The seat of arbitration shall be Shanghai, China .
- 与本协议相关的所有事宜适用中国法律，不包括冲突法原则。对于因协议发生的或与之相关的任何争议、分歧或权利主张，或者因违约、协议的终止或无效而发生的或与之相关的任何争议、分歧或权利主张，应提交中国国际经济贸易仲裁委员会（贸仲委）解决。仲裁地为中国上海。

For Procurement related questions please contact Purchaser at procurementsupport@volvocars.com

Requester: Xin Tong
Tel:
E-mail: xin.tong.3@volvocars.com

Ship-to Address:
Volvo Cars Techn. Shangh.
(Shanghai) Co., Ltd.
Building 3, No. 2088, Lvyi Road
201807 SHANGHAI-JIADING INDUSTRIAL ZONE
PEOPLE'S REPUBLIC OF CHINA

Supplier:
EventPlus Marketing Service Co., Lt
C106A, Shangba Desig+ AD Park
100022 BEIJING
CHINA
Tel: +86 1064688223
Fax: +86 1064688223816

Invoice Address:
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(Shanghai) Co., Ltd.
Building 3, No. 2088, Lvyi Road
201807 SHANGHAI-JIADING INDUSTRIAL ZONE
PEOPLE'S REPUBLIC OF CHINA

Terms of Payment:
60 days Net amount, document date

Incoterms:
DDP ddp

Delivery Date:
14.04.2023

"This is order for Design Benchmark Car Rental on April 14.
PO value exclude tax, 6% VAT
Charge as actual cost"

Item Nr	Description	Price
1	Benchmark Car Rental	27.500,00 CNY

Total Value: 27.500,00 CNY
The prices are net prices, excl. VAT.

If service is included in the purchase order, please inform requester when the service is performed/delivered. Timely payment is conditional upon your delivery confirmation to our requisitioner and that the invoice is correctly addressed.

如果采购订单中含有服务内容,请在提供服务时通知申请人,及时付款的条件是:必须凭我们申请人的收货确认单并正确提供发票

Signed by the Seller

Date: _____

Signed by the Buyer

Date: _____

Purchase Order number, relevant article number, delivery note number (if identified by Purchase Order) and requester must always be shown on all documents in communication with the company issuing the order. Invoices without this information will be returned to the supplier. 采购订单号,相应物料号,送货单号(如果采购订单中有规定),则在与需方沟通时必须要在所有文件中注明这些编号.未注明这些编号的发票将被退回给卖方.

Ordered items/chemicals shall be delivered according to "Restricted Substance Management Standard, RSMS". 订购的项目/化学品必须按照"受限物资管理标准,RSMS"交货.

Terms and Conditions条款及条件:

Buyer agrees to purchase and receive goods or services specified herein in accordance with the Buyers Standard Terms & Conditions, or if exists, valid contract.

买方将按照生效的买方标准条款和条件或者按照有效的合同(如双方签有合同)购买和接收货物或服务

Seller will sell and deliver goods or services specified herein in accordance with the Buyers Standard Terms & Conditions, or if exists, valid contract regulating business relationships with the Buyer. 卖方将按照买方标准条款和条件,或者,在有合同的情况下,按照与买方签署的规定商务关系的有效的合同提供货物或服务.

Demand upon audits:

The Buyer have the right to send authorized representatives in order to perform audits of all relevant documents and material owned or controlled by the supplier, assignable to the supplier obligations on a purchase order. The Buyer also have the same right to audit regarding required payments in accordance to such purchase order. The supplier must retain all accounts, documents and reports that are assignable to a purchase order for two years after fulfilling delivery of the goods or services in accordance to such purchase order.

对审计的要求:买方有权派出经授权的,对采购订单所指定的供方义务、由供方所有的或控制的所有相关文件和材料进行审计,买方也有同样的权利审计按采购订单所要求的付款.在按采购订单完成供货和服务后,供方必须保留采购订单所指定的账户,文件和报告2年.

Volvo Car Corporation "Code of Conduct" is available via www.volvocars.com. 沃尔沃汽车"行为准则"已经可以在 www.volvocars.com 网站查到.

Volvo Cars Technology (Shanghai) Co.,Ltd.
沃尔沃汽车技术(上海)有限公司

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Organisation No/注册号 310000400641634

VAT No 增值税号 91310-00056-80107-54K

Reg Office 注册地 Shanghai 上海