

General Terms and Conditions of Purchase of

AT&S China Company Ltd.

奥特斯（中国）有限公司

一般采购条款与条件

1. Applicability of the Terms and Conditions of Purchase

采购条款与条件的适用性

- 1.1. Unless otherwise agreed in writing, only the general terms and conditions of purchase (the “Conditions”) set forth below, which have been made known to the other party to the contract (the “Supplier”), shall apply to purchases by AT&S China Company Ltd. (“AT&S”). Insofar as the present conditions lack applicable provisions, the laws of People Republic of China shall apply exclusively. The present Conditions form an integral part of every contract concluded with AT&S and apply to all future contractual relationships with, as well as additional services rendered by the Supplier, and as such constitute a framework agreement for all future legal transactions between AT&S and the Supplier (collectively the “Parties”).

除另有书面协定外，只有如下所列本合同（“本合同”）条款（本合同另一方（“供应商”）已知悉该等条款）适用于奥特斯（中国）有限公司（“奥特斯”）的采购。如该等条款在某些方面缺少适用规定，则中国法律应适用，并具有排他性。本合同条款为奥特斯缔结的任何条款的有机组成部分，并适用于所有与供应商之间的未来合约关系以及供应商提供的各项附加服务，并因此而构成奥特斯和供应商（合称“双方”）之间达成的所有未来合法交易的框架协议。

- 1.2. General Terms and Conditions of the Supplier shall not become a constituent part of the contract, even if AT&S does not expressly reject them. The Supplier shall waive applications of its own general terms and conditions, especially any defensive clauses, by accepting an order, making and offer or signing a contract with AT&S. Any general terms and conditions whatsoever, including but not limited to, general conditions of sale, conflicting, partially or entirely, with the present conditions, shall be ineffective in their entirety.

供应商一般条款与条件不构成本合同的一部分，即便奥特斯没有明确拒绝该等供应商合同。供应商应放弃通过接受订单，提供报价或与奥特斯签订合同的方式申请其自有合同（特别是任何防御性条款）生效的权利。与本合同相抵触（不管是整体地还是部分地）的任何性质的合同条款（包括但不限于一般销售条款）在其整体上均无任何法律效力。

- 1.3. If AT&S accepts the goods/services without expressly rejecting the conditions as specified in clause 1.2, it shall in no case be possible to conclude that AT&S would have accepted the general terms and conditions of the Supplier.

如奥特斯在没有明确表示拒绝第1.2款规定的情况下，接受相关的货物/服务，则不论在何种情形下，均不可能得出如下结论，即：奥特斯已接受该等供应商合同。

- 1.4. Supplementary agreements or amendments to these conditions shall be made in writing in order to be valid.

本合同的任何补充协议或修订均应以书面形式做出，否则，该等补充协议或修订不具备法律效力。

2. Purchase Order, Offer, Order, Order Confirmation

订货单、报价、订单、订单确认

- 2.1. Each purchase order placed by AT&S requires an individual procedure. Linking a purchase order legally with other orders placed to the Supplier shall only be possible if this has been agreed in advance in a written framework agreement.

奥特斯发出的每份订货单都需要一个相应的单独程序。如业已在某个书面框架协议中约定了某个订货单，则可以将该订货单与发给供应商的其他订单建立法律关联关系。

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- 2.2. Offers shall be non-binding and free of charge for AT&S. When submitting its offer, the Supplier shall adhere to the quantity, quality and specifications stipulated in the enquiry or invitation to tender of AT&S and, in case of a deviation it shall immediately notify AT&S thereof. The Supplier shall be bound to its offer for three months after receipt of the offer.

任何报价都不对奥特斯产生任何约束力，也不得因此而向奥特斯收取任何费用。当提交报价时，供应商应遵守奥特斯招标书或询盘中规定的数量、质量和规格。如有偏离，供应商应立即通知奥特斯该等偏离。供应商应在收到报价回执后的三个月内遵守其报价。

- 2.3. Only orders placed in writing shall be binding upon AT&S. Oral orders and orders placed via telephone or e-mail may only be executed by the Supplier if this has been expressly agreed with AT&S in advance in each individual case. Orders shall be confirmed by the Supplier in writing within three working days of receipt of the order, bindingly stating the delivery period demanded by AT&S in its order. If the Supplier does not confirm the order within three working days from receipt, AT&S shall be entitled to cancel the order. AT&S shall be entitled to demand modifications of the subject-matter of the order, even after the contract has been concluded, in as much as this is appropriate and acceptable for the Supplier. If an amendment to the contract of such a nature is made, appropriate account shall be taken of the effects on both parties, in particular with regard to additional or reduced costs and delivery dates.

只有以书面形式发出的订单才对奥特斯具有法律约束力。未经奥特斯提前明确同意（针对每种具体情况所做出的同意），供应商不得执行任何口头订单和通过电话或电子邮件发出的订单。供应商应在收到订单后的3个工作日内以书面形式确认该等订单（其中规定了奥特斯所要求的交货期），否则，奥特斯有权取消该等订单。即便是在签订本合同后，奥特斯也有权要求对订单的标的物进行修改，只要该等修改正确并且为供应商所接受。如对本合同做出此类性质的修改，则应考虑双方所付出的努力，特别是在附加的或减少的成本以及交货期方面所付出的努力。

- 2.4. Order numbers, reference numbers and the date of letters from AT&S shall be stated in all correspondence.

应在所有函件中列出奥特斯的订单编号、参考编号和发信日期。

3. Prices, Payment, Invoice **价格、付款、发票**

- 3.1. The prices shall be determined on the basis of a comprehensible calculation. On demand, the calculation documentation shall be provided to AT&S for the purpose of verifying adequacy of the prices.

应在可理解的基础上确定相关价格。一经要求，应向奥特斯提供相关计算证明文件，以便验证相关价格的正确性。

- 3.2. The prices stated in the order or the offer shall be deemed maximum prices. Price reductions due to changes on the procurement market of the Supplier shall be passed on to AT&S to the full extent. The Supplier shall be obliged to notify AT&S of any such changes without delay.

订单或报价中的价格应被视为最高价格。应在最大范围内，将由于供应商采购市场的变化导致的价格降低传递给奥特斯。供应商应及时通知奥特斯任何此类变化。

- 3.3. Customs duties, taxes, legal fees and transportation costs, expenses for packaging, insurance or other costs which are not stated in the offer and in the order shall be borne by the Supplier. All prices are net prices inclusive of taxes and shall, unless otherwise agreed, be deemed prices in CNY, and DDP at place of assembly and/or use and/or delivery (Incoterms 2000), unless a different Incoterm is agreed upon in writing in an individual case.

供应商应承担报价和订单中未提及的关税、税款、法律费、运输费、包装费、保险费或其它费用。所有价格均为含税净价，除非另有规定，否则，应被视为以人民币计价的价格，且应为至组装地，使用地和/或交货地的完税后交货价（国际贸易术语解释通则2000），除非双方在个案基础上以书面形式达成另一不同的国际贸易术语解释通则。

- 3.4. The Supplier undertakes to use exclusively environmentally sound packaging materials and keep the costs that may arise for AT&S in connection with the disposal of such materials as low as possible.

供应商承诺仅使用环保包装材料，而且鉴于包装材料有可能会增加奥特斯处理该等材料的成本支出，因此，供应商承诺尽量使奥特斯这方面的成本降低。

- 3.5. No remuneration or reimbursement (of expenses) for visits by representatives of the Supplier to AT&S shall be granted by AT&S. All product presentations, test operations and test runs – even before the contract is signed – shall be free of charge for AT&S.

奥特斯并不承担供应商代表的出差费用或相关报销费用。不应向奥特斯收取任何与产品展示、试验操作和试验运营相关的任何费用，即便是在签署本合同前。

- 3.6. Invoices not properly submitted shall not be accepted, shall not effectuate a date when payment becomes due and shall not be deemed received by AT&S until the date such invoices are corrected. The statutory accounting provisions applicable from time to time shall be observed without exception. The Supplier shall be liable for any additional or consequential costs arising due to incorrect or incomplete invoicing. Clause 2.4. shall apply *mutatis mutandis*.

奥特斯不接受那些以不正确方式开具的发票，并且原定付款到期日也不应生效。在收到正确发票之前，不应视为奥特斯已收到发票。供应商应完全遵守那些随时适用的强制性会计规定。供应商应负责由于不正确或不完整发票开具所招致的任何附加或必然成本。第2.4款规定在加以必要的修改后亦适用。

- 3.7. AT&S shall settle invoices within 30 days of complete and faultless fulfillment of the order and receipt of invoice less a 3% cash discount or within 60 days of receipt of invoice without deduction. If a discount is expressed as a certain percentage, it shall be applied to the quantity actually delivered as well as to amended or renegotiated prices and additional services as specified in clause 2.3. Payment periods commence not earlier than on the date on which the goods arrive in the premises of AT&S or at the agreed destination.

奥特斯应在供应商完整且正确履行订单后或者收到发票的两者中的较晚者的30日内结清所有发票金额，并享有3%的现金折扣，但是如在收到发票后的60日内付款，则不享有任何折扣。如以特定百分比的形式明确某项折扣，则该等折扣应适用于实际交付的数量以及第2.3条规定的经过修改或再协商的价格和附加服务。付款期限自不早于货物到达奥特斯工厂或所协议的任何目的地的日期开始算起。

Invoice should be sent to following address:

AT&S (China) Company Ltd.
Finance Department
No.5000, Jin Du Road, Xin Zhuang Industry Park, Minhang District
Shanghai 201108, PR of China

发票应该送到下述地址：

奥特斯（中国）有限公司
财务部
金都路5000号，莘庄工业园区，闵行区
上海 201108
中国

- 3.8. The mere acceptance (oral or in writing) of goods or services, or payments effected shall neither constitute an acceptance nor a waiver of rights of whatever kind. If the delivery is not fulfilled by the Supplier according to the contract, AT&S shall be entitled to retention of the total purchase price until performance in accordance with the contract.

仅仅对货物或服务的验收（口头的或书面的）或有效付款并不表示接受或放弃任何权利。如供应商未依据本合同规定交货，则奥特斯有权保留其采购付款权，直到供应商根据本合同规定履行其义务为止。

4. Shipment, Packaging, Passing of Risk 发货、包装和风险转移

AT&S shall be informed of every shipment immediately after it has been dispatched by means of a dispatch note which shall be broken down precisely into type, quantity and weight. Dispatch notes, consignment notes, invoices and all other correspondence shall contain the AT&S order number. AT&S shall only be obliged to accept the quantities or numbers ordered. Overshipments or undershipments shall only be possible if agreed with AT&S in advance. Insofar as certificates on tests of materials have been agreed upon, they shall form an essential part of the delivery and shall be enclosed with the delivery together with the delivery documentation.

供应商在以发运单的方式派发每批货物之后，应立即通知奥特斯。该发运单应包含类型、数量和重量等，内容应准确无误。发运单、托运货单、发票和所有其他函件应包含奥特斯订单编号。奥特斯只负责接受那些订购的数量。未经奥特斯事先同意，不允许任何超配额发货或出货不足。任何材料试验证书一经同意，则构成交货的一个基本组成部分，并应同其他交货证明文件一起与本次交货随附寄出。

5. Delivery, Delay in Delivery, Place of Performance, Force Majeure

交货、延迟交货、履行地点、不可抗力

- 5.1. AT&S retains the right to return to the Supplier products delivered before the agreed date at the cost and risk of the Supplier. If goods are not returned in case of an early delivery, they shall be stored with AT&S at the cost and risk of the Supplier until the delivery date. In case of such early delivery, AT&S reserves the right not to effect any payment until the agreed due date. AT&S will not accept partial deliveries unless specifically and expressly agreed upon by AT&S in advance.

奥特斯保留返还给供应商在协议日期之前交付之产品的权利，其成本和风险由供应商承担。在提前发货的情况下，如未退还货物，则应存储在奥特斯处，相应的成本和风险由供应商承担，直至发货日期。在提前交货的情形下，奥特斯保留在所协议的付款日期前不支付任何款项的权利。未经奥特斯特别明确同意，奥特斯并不接受任何部分发货。

- 5.2. A delivery note shall be enclosed with each delivery, which shall contain the complete description and quantity delivered of each delivery item and the AT&S order number in accordance with the order. Acceptance of goods will be refused without exception if goods are delivered without an appropriate delivery note.

每次交货时，应随附一个发货单，其中应包括对每次发货项目的完整描述和所交付的数量以及与该订单相对应得奥特斯订单编号。在没有正确发货单的前提下交货，奥特斯有权拒绝接受该批货物。

- 5.3. The agreed delivery dates shall be binding. Receipt of the goods at the point of receipt or use specified by AT&S and timely and effective acceptance shall be relevant to compliance with the delivery date or delivery period. Delivery periods shall commence on the date of the order.

双方约定的交货日期应具有约束力。双方应按照规定交货日期或交货期限在奥特斯规定的接收点或使用点接收货物并对货物进行及时而有效的验收。交货期限应自订单日期开始计算。

- 5.4. Upon knowledge of the Supplier that an agreed date cannot be met for whatever reason, the Supplier shall immediately inform AT&S thereof in writing and state the reasons and the probable duration of the delay. The Supplier shall be obliged to reimburse AT&S for all direct and indirect losses caused by the delay. Acceptance of the delayed delivery by AT&S shall not imply a waiver of claims for compensation, if any, on grounds of the delayed delivery.

当供应商知晓处于某种原因而不能满足所协议的日期时，供应商应立即以书面形式通知奥特斯，并说明理由和可能的延误期限。供应商应偿还奥特斯由于该等延误而招致的所有直接和间接损失。奥特斯对延误交货的接受并不表示放弃由于延迟交货而导致的任何赔偿要求权。

- 5.5. If the agreed delivery date is not met, AT&S shall, after a reasonable grace period granted by AT&S has fruitlessly expired, be entitled to either demand damages for non-performance or to obtain substitute performance from a third party or to rescind the contract.

如未满足所协议的交货期，并且在奥特斯授予的合理宽限期无果而终后，奥特斯有权要求供应商实施未履行赔偿或从第三方获得替代性履行，或者是取消本合同。

- 5.6. The Supplier shall be obliged to inform itself sufficiently about all customs and other import regulations of the

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country for which the goods ordered by AT&S are intended and to comply with the same by taking appropriate measures.

供应商应自行了解奥特斯所订货物目的国的所有海关和其他进口规定，并应采取相关措施遵守规定。

- 5.7. Unless otherwise expressly agreed upon, the place of performance of delivery obligations shall be the delivery address stated in the order by AT&S. If no delivery address is stated, the Supplier shall be obliged to ask for the delivery address by contacting the order address.

除非另有明确协定，否则，交货义务履行地应为奥特斯所下订单当中规定的交货地址。如未规定任何交货地址，供应商应通过联系订单地址的方式询问交货地址。

- 5.8. Force majeure and labour disputes shall release the Parties from their obligations for the duration of the disruption and to the extent of its effect. The Parties shall be obliged, within the scope of reasonable behaviour, to immediately provide all necessary information and to adjust their obligations to the changed circumstances in good faith. AT&S shall be fully or partially released from its obligation to accept the goods/services ordered and shall even be entitled to rescind the contract if the goods/services can – taking account of commercial aspects – no longer be used by AT&S due to the delay caused by force majeure or the labour dispute.

如发生不可抗力事件和劳动争议，则应免除双方在发生期和影响期内应承担的义务。双方应在合理行为范围内立即提供所有必要的信息，并应善意地调整其各自义务，使其适应变化的情形。奥特斯可以全部或部分地解除其接受所订货物/服务的义务，并且，如由于该等不可抗力或劳动争议而使得奥特斯不再使用该等货物/服务（基于商业因素的考虑），则奥特斯有权取消本合同。

6. Acceptance 验收

- 6.1. If the products or services have been supplied in a condition in accordance with the contract and free from defects or if any defects found have been repaired, the products or services shall be accepted by AT&S. If a test operation has been provided for, acceptance shall take place after specification parameters have been reached and maintained during the entire test period agreed.

如已根据本合同之规定供应产品或提供服务，并且该等产品或服务无任何缺陷或即使有缺陷，但已对其进行改正，则奥特斯应接受该等产品或服务。如供应商已提供试操作，奥特斯则应在所协议的整个试验期限内达到并维持规范参数后，接受相关的产品和服务。

- 6.2. In principle, acceptance shall be effected upon signing of the AT&S acceptance report. An order constitutes an overall performance, defects in parts of it shall entitle AT&S to refuse acceptance of the entire order. Unless used goods are expressly requested in the order, the Supplier represents and warrants that only brand-new products will be supplied to AT&S.

原则上，验收应在双方签署完奥特斯验收报告之日起生效。订单构成完全的履行行为，如发生任何缺陷，奥特斯有权拒绝接受整个订单。除非在订单中明确要求使用二手货物，否则，供应商应表示并保证只向奥特斯供应全新的产品。

- 6.3. The Supplier shall bear the risk of his services until complete acceptance by AT&S as stipulated in clause 6.2. 供应商应承担起所供服务的风险，直到奥特斯根据第 6.2 条规定完成验收为止。

7. Contractual Penalty 合同违约金

AT&S shall be entitled, regardless of any fault of the Supplier and regardless of any evidence of an actual loss, to charge the Supplier a contractual penalty of 0.5% of the total order sum for each commenced calendar day of the delay up to a maximum of 15% of the total order sum. The contractual penalty shall be based on the order value of the lot/part that was delivered late, provided that the timely delivered lot/part may be used separately in a commercially reasonable way and is of practical use, which shall be proven by the Supplier. AT&S shall, in particular, be entitled to deduct the accrued contractual penalty from the invoice amount without separate

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agreement or prior notification of the Supplier. AT&S reserves the right to claim the contractual penalty in lieu of performance or to claim damages in addition to the contractual penalty. In case of a delay in delivery affecting the order in whole or in part AT&S shall be entitled to rescind the contract, or parts of it, after having granted a reasonable grace period. In case expressly fixed dates are not observed the Parties agree on a contractual penalty of 15% of the total order sum, regardless of any fault of the Supplier and regardless of any evidence of an actual loss. AT&S reserves the right to assert additional claims for damages. Such contractual penalties shall not be subject to a judicial right of reduction.

如供应商延误交货，则每延误一日，奥特斯有权（无论供应商的任何过失，无论任何实际损失的证据）向供应商收取订单总额的0.5%作为合同违约金，最高违约金金额为订单总额的15%。应根据延迟交货批次/部分的订单价值收取违约金，但前提是能以一种合理的商业方式单独使用那些及时交付的批次/部分，并且它们具有实际使用价值，供应商需对此加以证明。须特别指出的一点是：不需要另外达成单独协议或经供应商事先通知，奥特斯有权从发票金额中扣除计提的合同违约金。奥特斯保留要求供应商支付违约金来代替履行其义务以及要求供应商支付合同违约金和赔偿金的权利。如供应商延迟交货，整体或部分地影响订单，如在合理的宽限期内，未予以改正，则奥特斯有权取消本合同。如未遵守明确约定的日期，则双方同意：违约方向守约方支付订单总额的15%作为合同违约金（无论供应商的任何过失，无论任何实际损失的证据）。奥特斯保留主张附加损害赔偿的权利。该等合同违约金不受任何法定扣减权约束。

8. Warranty, Guarantee, Damages, Product Liability**保证、担保、损害赔偿、产品责任**

- 8.1. The Supplier shall be liable, in accordance with the statutory provisions, for deficiency of title and in quality. The Supplier warrants the careful and proper performance of the contract, including, but not limited to, compliance with the specifications and other provisions on performance laid down by AT&S in accordance with the latest state of the scientific and technical knowledge, as well as quality and usefulness of the delivery with regard to material, workmanship and design and of the documents which form part of the delivery (drawings, plans, etc.). The warranty period is 24 months for movables and 60 months for immovables from the day after the AT&S acceptance report as stated in clause 6.2. was signed or complete delivery of the goods to AT&S. The warranty period can be extended by written agreement between the parties. Should a product or a batch of products be replaced or repaired, the warranty term for such product or batch of products shall start to run again from the delivery date of the replaced and/or repaired product or batch of products. A warranty period for delivery items in which it was not possible to operate due to defects covered by warranty shall be extended by the period of business interruption. The Supplier shall be obliged to remedy all defects occurring during the contractually agreed period at its own risk and expense, corrective actions (such as, for instance, repairs, changes and/or replacements) in order to promptly make products in accordance with the technical specifications as well as to eliminate all discovered defects and/or errors. AT&S shall at all times be entitled to take corrective measures or to have such measures taken by a third party at the expense of the other party to the contract without setting an additional period time. Such procedure shall not affect AT&S's rights in connection with deficiency of delivered products. It shall be assumed, until the contrary is proved, that the Supplier shall be liable for defects, which exist at the time of delivery provided that the defect becomes apparent within two years of delivery.

根据相关的强制性规定，供应商应对产权缺失和数量不足负有责任。供应商保证谨慎而正确地履行本合同，包括但不限于：遵守奥特斯根据最新的科技和市场动态以及交付的材料、工艺、设计和同时交付的文件（图纸、计划，等等）的质量和和使用性制定的规范和其它履约规定。动产和不动产的保证期分别为自第6.2款规定的奥特斯验收报告签署后或向奥特斯完全交付货物后开始的算起的24个月和60个月。双方可以签署书面协议来延长保证期。如替换或修补某件/某批产品，则该件/批产品的保证期应从被替换和/或修补的该件/批产品的交货日期开始算起。对于交付项目的保证期而言，如因保证范围内的任何缺陷导致该等交付项目无法运营，则应按照业务中断的期限来相应延长保证期。供应商应负责补救所有在合同规定期限内所发生的所有缺陷，并应承担其中的风险和费用，并且应采取相应的改进措施（例如：维修、更改和/或替换）从而使产品符合技术规范的要求以及消除所有发现的缺陷和/或错误。奥特斯随时有权亲自或雇用第三方采取改进措施，所发生的费用由合同另一方承担，并且不设定任何附加期限。该程序不应影响奥特斯与所交付的产品之缺陷或不足相关的权利。若在交货后两年内发现缺陷（该缺陷在交付时已经存在，但当时并未发现），除非供应商另有证据证明该缺陷与其无关，否则其应对该缺陷负有责任。

- 8.2. The Supplier fully and truly guarantees, on its own behalf and on behalf of its subcontractors and its own suppliers,

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that all delivered products are in conformity with the order or call-forward notice, complete and free from defects and, in particular, comply with the properties of deliveries and/or services that are usually expected and may have been promised, are mentioned in public statements and are in conformity with samples and specimens and the technical specifications required by AT&S for the entire warranty period as specified in clause 8.1. In addition the delivered products have to comply with the state of technical knowledge as well as any and all relevant international and respective national quality, environmental, safety and product standards, as amended from time to time; the delivered products shall also comply with all customary generally applicable technical standards (e.g. CENELEC, EN, ETSI, ISO, ITU, Ö-Normen, DIN, VDE, UL, ICAO) and all legislation and governmental regulations applicable to the place of destination. Other rights of AT&S, in particular claims on grounds of warranty or damages, shall remain unaffected.

供应商代表自身及其分包商和其供应商完全而忠实地担保：所有交付的产品符合订单或电话通知，完整而无任何缺陷，并且符合交付产品和/或服务的正常预期和承诺的，以及在公告中提及的本来属性，而且符合所提供的样品以及样本和奥特斯规定的技术规范，适用于奥特斯就8.1款规定的整个保证期。所交付的产品除了要符合那些随时会更新的技术知识规定，所有有关的国际和相关国家的质量、环境、安全和产品规范外，所交付的产品还要符合所有的适用于技术标准的惯例（例如：欧洲电工标准化委员会，欧洲标准，欧洲电信标准协会，国际标准化组织，国际电报联盟，奥地利经济协会标准，德国标准协会，德国电气电子和信息技术工程师协会，美国保险商实验室，国际民用航空组织）以及目的地的立法和政府法规。奥特斯的其它权利，特别是根据保证或损害提出的索赔权，不受影响。

- 8.3. AT&S shall not be obliged to inspect the products and notify defects. Written assertion of claims in relation to defects shall suspend the warranty period and interrupt periods of payment until the defects have been entirely repaired.

奥特斯没有义务检查产品以及通知所存在的缺陷。与产品缺陷相关的书面索赔主张应暂停保证期，而且亦应中断付款期，直到完全维修好该等缺陷。

- 8.4. AT&S shall be entitled in any case to cancel the contract in whole or in part even in case of defects that can be repaired, after having granted a grace period of 14 days for remedying the defects and fruitless expiration of the same. Costs and expenses to be borne by the Supplier in connection with repair of defects shall also include costs for packaging, freight and delivery, labour costs for assembly and disassembly, travelling expenses and repair of defects at AT&S's.

在任何情形下，当授予供应商14天的缺陷维修宽限期并且无果而终时，即便可以维修好所发生的缺陷，奥特斯仍有权整体或部分地取消本合同。供应商应承担的与缺陷维修相关的成本和费用亦包括包装成本、运费和交货费用、组装和拆卸所需的人工费、差旅费和奥特斯维修缺陷的费用。

- 8.5. Notwithstanding the aforesaid, the Supplier shall pay damages in the amount of the actual loss incurred by AT&S, including lost profit. In case a third party, such as a customer of AT&S, claims damages vis-à-vis AT&S on grounds of defective or delayed delivery, the Supplier shall be obliged to indemnify and hold AT&S harmless in this respect for the total loss, provided that such defective delivery of the Supplier caused the loss even in case of a combination of several causes of damage. AT&S shall be indemnified and held harmless from and against the total loss, which shall include all costs incurred by AT&S in or out of court to ascertain the loss, defend the loss and claim damages.

尽管有如上规定，供应商应按照奥特斯遭受的实际损失金额支付赔偿金，包括利润损失。如第三方（例如：奥特斯的客户）基于缺陷或延迟交货而向奥特斯提出索赔，那么，供应商应负责使奥特斯免于并赔偿奥特斯因此而遭受的所有损失，但前提是：供应商的该等缺陷交付招致该损失（即便该损失是在多种原因的共同作用下出现的）。供应商应负责使奥特斯免于并赔偿奥特斯遭受的所有损失，包括奥特斯在法院内外因为主张和辩护该等损失以及提出索赔而招致的一切成本。

- 8.6. The Supplier represents and warrants on its own and its legal successors' behalf that the delivered goods are free from defects in as much as design, workmanship and instructions are concerned. In particular, the Supplier guarantees that no defects whatsoever were detected in the product according to the state of the art at the time the product was put into the market. In case defects turn out after acceptance of the products and/or in case it becomes clear that the products no longer comply with the state of the art, the Supplier shall take back such defective products and refund the full purchase price. The Supplier undertakes and shall oblige its legal successors to monitor the product on the market. The Supplier shall inform AT&S without delay if it turns out at a later point in time that certain properties of the product are hazardous. If a claim is asserted against AT&S, the Supplier undertakes to

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indemnify and hold AT&S harmless from and against any claim or loss. Furthermore, the Supplier undertakes to name the manufacturer or importer if requested by AT&S to do so at any time. In addition, the Supplier shall be obliged to take out appropriate product liability and public liability insurance. A confirmation from the insurance company shall be submitted.

供应商代表自身及其法律继承人表示并保证：所交付的货物在所关注的设计、工艺和说明方面并无任何缺陷。特别是，供应商保证：根据产品投放到市场时的先进工艺并未检测到任何性质的缺陷。如在产品验收后，出现缺陷和/或产品不再符合其先进工艺，则供应商应收回该等缺陷产品并退还所有的购买款。供应商承诺并应促使其法律继承人监督市场上的产品。供应商应及时通知奥特斯任何在产品交付之后的时间所发现的某些有害产品属性。如奥特斯遭受任何索赔，则供应商承诺使奥特斯免于并赔偿奥特斯所遭受的索赔和损失。而且，供应商承诺：经奥特斯随时要求，供应商应使用奥特斯指定的生产商或进口商。另外，供应商应投保相应的产品责任和公共责任险，并应提交给奥特斯一份来自所投保保险公司出具的确认书。

**9. Quality assurance
质量保证**

9.1. Unless otherwise agreed in writing, the Supplier shall comply with all relevant and applicable quality standards as amended from time to time and at least with ISO 9001:2008. For the purpose of quality assurance, the Supplier undertakes to systematically plan, determine, conduct and supervise measures ensuring a maximum degree of quality.

除非另有书面规定，否则，供应商应遵守那些随时修订的所有相关和适用质量标准，作为最低标准，至少应遵守ISO 9001：2008体系标准的规定。为质量保证之目的，供应商承诺系统地规划，决定，执行并监督相关的措施，以确保最高的质量标准。

9.2. Supplier shall allow AT&S or a person instructed by AT&S at any time, even without prior notice, to inform itself about the Supplier's quality management system in the plants and on the premises of the Supplier and to satisfy itself about compliance with and effectiveness of the said measures. These obligations / rights shall also extend to subcontractors and suppliers of the Supplier, if any, who shall be obliged by the Supplier accordingly.

供应商应允许（即便在未事先通知的前提下）奥特斯或奥特斯随时指定的人员告知供应商其工厂和现场的供应商质量管理体系，并使供应商自身符合前述措施及其效力。该等义务/权利亦应扩展至受供应商约束的分包商和其供应商（如有）。

9.3. Upon request and in due time before first delivery of the goods ordered, the Supplier shall submit to AT&S the results of examinations conducted by a court-appointed expert about the contractually agreed quality of the goods, in particular regarding properties listed in the order, as well as unconditional fitness for the designated purpose. If AT&S so requests, the Supplier shall have such examinations conducted by court-appointed experts at regular intervals, also during the term of the respective purchase order. The examination reports shall be submitted to AT&S without delay and independent of a request by AT&S. All costs related to such examinations shall be borne by the Supplier.

一经要求并且在首次交付所定货物前的某个适当时间，供应商应向奥特斯提交由法院任命的专家就所协议货物的质量（特别是订单所列各项属性）以及针对特定目的的无条件适用性所执行的检验结果。如奥特斯如此要求，则供应商应安排法院任命的专家在各个订货单的期限内定期实施该等检验。无需奥特斯特别要求，供应商就应及时提交检验报告。供应商应承担与该等检验相关的所有费用。

9.4. In accordance and in compliance with the relevant legislation of the European Union, suppliers from a Member State of the European Union undertake to obtain a CE certificate in connection with their products.

根据并符合欧盟的相关法律，来自欧盟成员国的供应商需获得与其产品相关的CE证书。

**10. REACH
欧盟法规1907/2006 化学品的注册、评估、授权和限制法规**

10.1 According to the European Regulation 1907/2006 concerning the Registration, Evaluation, Authorisation and the Restriction of Chemicals (REACH), manufacturers within the European Union and importers who bring in products (substances, mixtures and articles) have a duty to register for each legal entity compulsorily registrable substances on their own, or in preparations that they produce and/or import in quantities over 1 tonne per year (per manufacturer/importer), unless the substance is exempt from registration.

AT&S Suppliers located in Non-European Union countries undertake to comply with the registration obligations and to deliver only products which have been pre-registered or registered at ECHA (European Chemicals Agency).

In case the Supplier does not fulfil its information, registration and/or authorisation obligations, AT&S is entitled at any time to cancel any orders placed immediately and has the right to refuse any deliveries without charges.

根据欧盟法规 1907/2006 化学品的注册、评估、授权和限制法规(REACH)，欧盟境内的生产商或进口商如果每年（每个生产商或进口商）生产或者进口超过 1 吨的化学品（单纯物质或混合物），除了法规规定豁免的化学物质外，该生产商或进口商有义务为其生产或进口的每种法规强制要求注册的物质进行注册或预注册。

位于非欧盟国家的奥特斯供应商也需要完成注册工作，并且保证交付的产品已在 ECHA（欧洲化学品管理局）注册或预注册。如果供应商未履行注册的义务，奥特斯可以在任何时候立即取消订单并且有权拒绝支付任何的发货。

10.2 The identification of substance of very high concern (SVHC – substances of very high concern) is listed in the Candidate List, which is released and periodically updated by the European Chemicals Agency (ECHA). AT&S Suppliers are obliged to regularly check whether substances on the Candidate List are present within the products they produce, import and supply to AT&S. In case of identification of such substances in a weight proportion of more than 0,1%, AT&S Suppliers are obliged to immediately inform AT&S in writing on this.

The Candidate List can be found at

http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp.

Substances of very high concern are going to be included gradually in Annex XIV of the REACH Regulation. Once included in that Annex, they cannot be placed on the market or used after a date to be set unless the company is granted an authorization. AT&S' Suppliers are required to take all measures and steps to get the contained substances authorized by ECHA. AT&S must promptly be informed of all activities related to REACH, as far as those information are relevant for the ability to supply and produce.

需要高度关注的物质会列入候选清单，由欧洲化学品管理局定期发布和更新。奥特斯供应商应该定期检查在候选清单中的物质是否存在于他们生产的，进口的并供应给奥特斯的产品之中。如果发现在候选名单中的物质占了产品总重量的 0.1%，奥特斯供应商应该立即以书面形式通知奥特斯。

候选名单可以在以下网址中找到：

http://echa.europa.eu/chem_data/authorisation_process/candidate_list_table_en.asp。

高度关注物质将逐步被纳入 REACH 标准的附录 XIV（禁用物质清单）。一旦某种物质被列入该附录，除非供应商获得特别授权，否则该种物质将在设定时间点之后禁止使用或上市销售。奥特斯的供应商应该采取必要方式和步骤去获取欧洲化学品管理局对相关禁用物质的授权。供应商进行的关于 REACH 的各项活动必须知会奥特斯，只要这些信息关乎供应商的生产和供货能力。

11. Environmental Related Substances

In AT&S' „Guideline for the Regulation of Environmental Related Substances” (“Guideline”) banned and restricted substances are listed, which have to be observed by AT&S Suppliers. AT&S Suppliers are obliged to deliver to AT&S the “AT&S Certification of Environmental Related Substances” (“Certification”), declaring if prohibited and/or avoided substances are included in their products in such case also declaring the concentration.

The Guideline as well as the Certification can be found on AT&S' homepage at <http://www.ats.net/en/index.php/Suppliers/c-13234-Downloadcenter.html>.

环境相关的物质

奥特斯供应商必须要注意在奥特斯环境管理物质规定指南（“指南”）中列明的被禁止和限制使用的物质。奥特斯供应商必须要发送“奥特斯环境相关物质证书”（“证书”）给奥特斯，说明是否有禁止/避免的物质包含在他们的产品中，如果有就要说明其浓度。

可以在奥特斯公司的网页上找到上述指南和证书：<http://www.ats.net/en/index.php/Suppliers/c-13234-Downloadcenter.html>。

12. RoHS Conformity

欧盟 2002/95/EC 关于在电气电子设备中限制使用某些有害物质的指令(RoHS)

Supplier commits to meet the directive 2002/95/EC Restriction of the use of hazardous substances (RoHS).

The threshold limits of 0.1% for the substances Lead (Pb), Chromium VI (Cr 6+), Mercury (Hg), PBB and PBDE as well as the threshold limit of 0.01% for the substances Cadmium (Cd) must not be exceeded in materials and products purchased by AT&S.

If an above mentioned substance is contained in a product or material purchased by AT&S, supplier has to inform AT&S before delivery in written form.

供应商承诺符合欧盟 2002/95/EC 关于在电气电子设备中限制使用某些有害物质的指令(RoHS)。

在奥特斯购买的原材料和产品中，铅(Pb)、六价铬(Cr 6+)、汞 (Hg)、聚溴联苯(PBB)、聚溴二苯醚(PBDE) 不能超过 0.1%的最低限制，镉(Cd)不能超过 0.01%的最低限制。

如果奥特斯购买的产品或者原材料中包含上述物质，供应商必须在发货前以书面形式通知奥特斯。

13. Proprietary Rights

所有权

The Supplier guarantees that all deliveries are free from proprietary rights of third parties, in particular, that delivery and contractual use of the delivered products do not infringe patents, licences or other proprietary rights of third parties. The Supplier shall, at its own cost, indemnify and hold AT&S harmless from and against any infringement claims (including legal costs) raised against AT&S by third parties. AT&S shall be entitled to obtain permission from authorised persons to use the delivery items and services concerned at the expense of the Supplier.

供应商保证：所有交付产品/服务并无任何第三方的所有权，特别是，所交付产品的发货和合约性使用不得侵犯任何第三方专利权、许可权或其它所有权。供应商应使奥特斯免于并赔偿奥特斯因第三方向奥特斯提起的任何侵权索赔（包括法律费用）。奥特斯有权获得授权人员的许可而使用所交付的相关产品和服务，费用由供应商承担。

14. Ownership Structure

所有权结构

14.1. AT&S shall acquire unrestricted title to the subject-matter of delivery/delivery item upon delivery including acceptance. Subsequent changes and adaptations/improvements of the delivery items do not affect the transfer of title. The same shall apply to the documents supplied with the delivery by the Supplier. In addition, AT&S shall acquire an unrestricted right to use the software supplied. Through delivery the Supplier declares and warrants that it is fully authorised to dispose of the goods and, in particular, that the goods are not subject to an extended retention of title of a third party, unless the Supplier names this third party not later than at the time the contract is signed.

在交货时（包括验收），奥特斯应获得交付/交付项目目标的无限制所有权。交付项目的后续更改和改变/改进不应影响所有权的转让。该等规定亦适应于供应商一同交付的文件。此外，奥特斯应获得所供软件的无限使用权。在交付过程中，供应商宣称并保证：其具有完全的授权处理这些货物，而且，尤其是，这些货物并不受限于第三方的扩展留存权，除非供应商在不迟于签订合同时指定该第三方。

14.2. Means of production handed over to the Supplier by AT&S for the purpose of execution of the order, or financed by AT&S, such as parts, raw materials, drawings, sketches, tools, aids as well as supplied documents, samples, models, data, etc., shall remain or become the property of AT&S and shall not be made accessible by third parties nor used for other purposes or advertising purposes. They shall be marked as property of AT&S and stored and administered separately. The Supplier shall compensate AT&S for any depreciation in value or loss. If processing, modification or installation leads to inseparable mixing of AT&S's products with products of the Supplier or a third party, AT&S

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shall acquire sole ownership of the new item. The Supplier shall store such new items for AT&S free of charge.

奥特斯为执行订单之目的而移交给供应商的各种生产资料，或者奥特斯 资助的各种生产资料，例如：零部件、原材料、图纸、草图、工具、辅助工具以及所提供的文件、样品、模型、数据，等等应为奥特斯的财产，不应被第三方获取或用于其它目的或广告目的。应将其标注为奥特斯财产并应单独存放和管理。供应商应补偿奥特斯这些生产资料的价值折旧或损失。如相关的过程、修改或安装导致奥特斯产品与供应商或第三方的产品不可分的混合，那么，奥特斯应获得该等新项目的所有权。供应商应免费为奥特斯存放这些新项目。

- 14.3. Ownership of and copyright in AT&S documents which it has handed over to the Supplier shall remain with AT&S. The documents, including all copies in whatever form, shall immediately be handed over to AT&S upon request. AT&S documents shall only be used for the purposes stipulated in the contract. In case the Supplier infringes the provisions herein or in any other contract with AT&S, the Supplier shall be liable for the entire loss without any limitation, including moral prejudice.

移交给供应商的奥特斯文件的所有权和版权应属于奥特斯。一经要求，应立即将这些文件（包括其任何形式的复件）移交给奥特斯。只能将奥特斯文件用于本合同规定的目的。如供应商破坏本合同或其他与奥特斯签订的合同之规定，则供应商应负责其中的所有损失，包括精神损害。

**15. Data Protection
数据保护**

The Supplier shall be obliged to maintain secrecy about the data of which it obtains knowledge and/or about the results and partial results achieved by it, regardless of the way knowledge of such data was obtained. The Supplier shall be obliged to protect such data from access by third parties and shall instruct its employees to maintain confidentiality accordingly.

不管供应商以何种方式获得了某些数据，都应对这些数据以及/或该数据实现的结果和部分结果保密。供应商应保护该等数据，避免第三方获取该数据，并应促使其员工保密。

**16. Miscellaneous Provisions
其它规定****16.1 Applicable Specifications:**

All applicable Specifications, as amended from time to time, are provided to Supplier by AT&S at the Pool4Tool Portal.

适用规格

所有的适用规格会经常的变动，奥特斯会通过Pool4Tool入口提供给供应商这些适用规格。

16.2. Construction and Specification Documents:

The Supplier shall not use, reproduce or make accessible to third parties documents made available by AT&S for manufacturing the ordered products for purposes outside the contract. Upon request, the Supplier shall submit to AT&S plans, design documents, technical calculations, etc. referring to the ordered product for approval and shall, after such documents have been approved, submit a copy to AT&S in as much as AT&S needs such documents for proper use or repair work. Upon request, the Supplier shall supply AT&S with records of the most essential spare parts. Approval of such plans, design drawings, technical calculations, etc. shall in no way affect the warranty obligations of the Supplier. Moulds, tools, artwork masters, etc. invoiced to AT&S shall become AT&S's property upon payment. They shall be stored and insured by the Supplier with no costs for AT&S and shall be handed over to AT&S upon request. Any and all construction documentation in connection with manufacturing of goods for special purposes of AT&S shall become the exclusive property of AT&S upon delivery and shall not be used by the Supplier for any other than AT&S's purposes.

构成和规范文件：

供应商不得为本合同以外的目的而使用、复制奥特斯为生产所订产品之目的而提供的文件，或将其提供给第三方使用。一经要求，供应商应向奥特斯提交相关的产品计划、设计文件、技术核算等进行审批，并且，如奥特斯为正确使用或维修之目的需要该等文件时，供应商应在审批此类文件后向奥特斯提交一份副

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本。一经要求，供应商应向奥特斯提供最基本备件的记录。这些计划、设计图纸、技术核算等的审批不能以任何方式影响供应商的保证义务。向奥特斯开具发票的模具、工具和底片母版等在付款时应变成奥特斯的财产，供应商应负责它们的保存和保险，费用由供应商承担，并在奥特斯要求时，负责将其移交给奥特斯。所有与为奥特斯特殊目的而进行的货物生产相关的构成文件在交付时应变成奥特斯的专有财产，供应商不得为除奥特斯目的之外的其它目的而使用这些文件。

16.3. Confidentiality:

The Supplier shall treat conclusion of a contract with AT&S as confidential and shall only make reference to business connections/relations with AT&S in advertising material and lists of references after receiving written consent from AT&S. The Parties undertake to treat all commercial or technical details which are not public knowledge and of which they become aware in course of the business relationship as a business secret. The Supplier shall impose the same obligation on its suppliers. The Supplier shall be liable for every loss, including moral prejudice, which AT&S suffers as a consequence of non-compliance with these provisions by the Supplier and shall pay a minimum contractual penalty of 50 % of the total order value or an amount agreed per event of non-compliance, whichever amount is higher.

保密条款：

供应商应对与奥特斯签署合同一事予以保密，而且只有在获得奥特斯书面同意后，才可以在广告材料和参考列表中提及与奥特斯的业务联系/关系。双方承诺将其在业务关系中获得的非公众所知晓的所有商业或技术信息视为商业秘密。供应商应责成其供应商承担相同的义务。供应商应负责不遵守这些规定而给奥特斯带来的一切损失（包括精神损害），并应向奥特斯支付订单总价或每次违约事件所协议金额（以较高者为准）的50%作为最低违约金。

16.4. Severability Clause:

If any of the provisions of these General Terms and Conditions of Purchase is or becomes ineffective, invalid and/or unenforceable, the effectiveness, validity or enforceability of the remaining provisions of these General Terms and Conditions of Purchase shall not be affected.

可分割条款：

如本采购合同的某项条款已实效或变得无效和/或不可执行，合同的其它条款的有效性或可执行性不受影响。

16.5. Termination of Contract:

合同终止：

16.5.1. AT&S may rescind a contract entered into with the Supplier, in whole or in part, at any time. In such a case, the Supplier shall only be entitled to receive the remuneration attributable to services already rendered, including materials used or acquired. Claims of the Supplier going beyond the above shall be excluded.

奥特斯可随时全部或部分取消与供应商缔结的合同。在该等情形下，供应商仅有权获得已提供之服务（包括所用或取得之材料）的报酬，不包括超出上述规定的供应商之要求/索赔。

16.5.2. AT&S may terminate contracts with immediate effect for important reasons, such as, including, but not limited to, severe or repeated infringement of material contractual obligations by the Supplier, opening of insolvency proceedings over the Supplier's assets, dismissal of an application for opening of insolvency proceedings due to lack of cost-covering assets, implementation of reorganisation proceedings or passing on of contractual duties to third parties without prior written approval by AT&S. In case AT&S rescinds the contract for such reasons or other important reasons attributable to the sphere of control of the Supplier, the Supplier shall, in case AT&S has rescinded the contract entirely, not be entitled to any payment whatsoever, and in case AT&S has rescinded the contract in part, only to payment as specified in clause 16.4.1. If the Supplier is at fault, it shall render full amends to AT&S. In case third parties assert claims against AT&S China on these grounds, the Supplier shall indemnify and hold AT&S China harmless. In case of a justified rescission of the contract by AT&S China, the Supplier shall bear the costs for returning the goods. The risk of loss or damage shall pass to the Supplier the moment the products are dispatched to the Supplier by AT&S China.

奥特斯可因重要原因而立即终止相关合同，例如，包括但不限于：供应商严重或重复地违反实质的合约义务、针对供应商资产进行的破产程序、解除由于资不抵债而进行的破产程序申请、实施重组程序或未经奥

特斯事先书面批准而向第三方转让合约义务。如奥特斯为上述原因或其它在供应商控制范围内的其它重要原因而取消本合同，则供应商在奥特斯整体取消本合同的前提下无权获得任何付款，但在奥特斯部分取消本合同的前提下，仅享有第16.4.1项规定的付款。如果是供应商的错误，则供应商应向奥特斯提供完整的修改。如第三方基于此类理由而向奥特斯中国提出任何要求/索赔，则供应商应使奥特斯中国免受并赔偿奥特斯中国因此而遭受的损失。如奥特斯中国在出具合理理由的前提下取消本合同，则供应商应承担退货所招致的一切费用。在奥特斯中国将产品派发给供应商的那一刻起，损失或损害风险应即刻转移至供应商。

16.6. Prohibition to assign:

The Supplier shall not be entitled to assign its rights and obligations to third parties or to assign its claims vis-à-vis AT&S to third parties without the prior written consent of AT&S.

禁止转让：

未经奥特斯事先书面同意，供应商无权将其权利和义务转让给第三方或将其对奥特斯的索赔转让给第三方。

16.7. Prohibition to set off:

The Supplier shall not offset its own claims against the claims of AT&S. Amounts adjudicated by court and claims expressly acknowledged in writing by AT&S shall be excluded. AT&S shall be entitled to offset claims of whatsoever kind against contractual claims of the Supplier.

禁止抵消：

供应商不得以其对他方的索赔/债权来冲抵奥特斯对其的索赔/债权，但不包括法院所判决的款项和奥特斯以书面形式明确予以确认的索赔/债权。奥特斯有权抵消那些针对供应商合约债权的任何性质的索赔/债权。

16.8. Legal Succession:

AT&S shall be entitled to transfer rights and obligations under the contractual relationship with the Supplier to companies in which AT&S has a shareholding of more than 25 % or to companies, which have a shareholding of more than 25% in AT&S. The Supplier shall not be entitled to terminate a contractual relationship with AT&S as a result of such a transfer of rights and obligations.

法定继承：

奥特斯有权将与供应商签订的合约关系下的权利和义务转让给那些奥特斯拥有至少25%股份或拥有奥特斯至少25%股份的公司。供应商不得因为该等权利和义务转让而终止与奥特斯的合约关系。

16.9. Written Form:

Any declarations, notifications etc. directed to AT&S shall be in writing and shall bear the original signature in order to be valid. To the extent these Terms and Conditions of Purchase provide for written form, such written form cannot be replaced by electronic form.

书面形式：

任何递交给奥特斯的声明、通知等应以书面形式做出，并经正式签字后，方可具有法律效力。在本采购合同规定的书面形式范围内，不得以电子形式替换该等书面形式。

16.10. Delivery Dates:

Delivery dates shall be deemed fixed dates. In case of delay no grace period or rescission shall be necessary to set off legal consequences in relation to the delay.

交货期：

交货期应被视为固定期限。如出现延误，则无需任何宽限期或解约来处理与该等延误相关的法律后果。

16.11. Prohibition of child labour:

The Supplier warrants that the delivered goods were exclusively manufactured without child labour. The Supplier furthermore guarantees that all of its suppliers manufacture their goods and provide their services without making use of child labour.

禁止雇用童工：

供应商保证不会雇用童工生产所交付的货物。而且供应商进一步保证其所有供应商都不会雇用童工生产货物和提供服务。

16.12 Prohibition of procurement of conflict metals

Raw metals used in the electronics industry are, at times, sourced from regions of the world known as "conflict regions". Such are especially regions where mines are controlled by non-government military groups or unlawful military factions where the illegal mine(s) profits have contributed to human rights abuses, severe environmental damage, and theft from citizens. The Supplier is obliged to take appropriate due diligence and continuous monitoring of the supply chain as are reasonably necessary to avoid procurement or use of conflict metals.

禁止使用冲突金属

在电子行业中使用的金属原材料有时候会来自世界上的“冲突地区”。这些地区的金属矿藏被非政府武装组织或者非法军事集团控制，这些非法矿藏的利润会被用于人权侵犯，严重的污染环境以及城市偷窃。供应商必须采取必要的措施持续的管理供应链，避免购买或者使用这些冲突金属。

16.13 Delivery of waste material to recipient of waste

According to international legislation waste material may only be delivered to recipient or treatment operator who is entitled to collect or treat that kind of waste material. The contracting party guarantees to be covered by a valid authorization during acting as waste material collector or treatment operator for AT&S and to recycle and/or dispose of waste material environmentally compatible.

废弃物处置

根据国际公约，各种化学品废弃物必须交给具有相关法定资质的专业公司进行处理。废弃物处理的合同方必须保证在与AT&S合同存续期间持有相关有效的废弃物处理资质，并做到用最环保的方式回收利用或处理各种废弃物。

16.14. Applicable Law, Place of jurisdiction:

Contracts in accordance with these General Terms and Conditions of Purchase shall be exclusively subject to and construed in accordance with the law of the People's Republic of China.

Any disputes arising out of or in connection with these general terms and conditions or contracts in accordance with these general terms and conditions shall be settled by China International Economic and Trade Commission, Shanghai sub-commission according to its effective rules. The proceedings shall be held according to the said rules.

In case of disputes the Supplier shall not be entitled to discontinue performance.

适用法律和管辖地：

根据本采购合同签订的其它一切合同应符合中华人民共和国法律规定，并应根据中华人民共和国法律规定进行解释。

应将由本合同引起的或与本合同相关的任何争议提交给中国国际经济贸易仲裁委员会——上海分会并根据该委员会的有效规则进行仲裁解决。仲裁程序应依据前述规则进行。

如发生任何争议，供应商无权中止履行本合同。

16.15. Language

All documents and correspondence have to be made out in English or Chinese. AT&S declines to accept any documents or correspondence made out in any language other than English and Chinese and such documents or correspondence will be treated as not received.

语言

所有的往来文件和通信必须使用英语或者中文。奥特斯拒绝接受任何使用除英语和中文以外的语言的文件和通信，并且这样的文件会被认为是没有收到过。