

一般交易条款

1. 适用范围

- 1.1. 本一般采购条款（以下简称“条款”）适用于上海福迈迪工程技术有限公司（“福迈迪”）与其任何供应商（“供应商”）签订的所有合同（“供应商合同”）-- 甚至包括以后签订的合同。若经各方书面同意，与此条款冲突或具有补充功能的协议可优先于本条款。
- 1.2. 本条款也适用于福迈迪与供应商的任何关联方所签订的合同。供应商应促使其相关关联方遵守本条款，就如同该关联方本身已经接受和同意本条款一样。
- 1.3. 若供应商本身的交易条款与本条款不同，即使福迈迪在知悉该等条款的情况下仍然购买商品或服务，供应商本身的交易条款也须在福迈迪书面确认后且仅在书面确认有效的范围内取代本条款而有效。
- 1.4. 福迈迪对本条款做出的每一项更改，若经供应商同意或自知悉该等更改后一个月内没有提出书面异议，则该等更改成为相关供应商合同的一部分。

2. 订单

- 2.1. 福迈迪可以书面或电子形式发出订单和其它相关指令，如：分订单（包含任何可能的改变和补充），供应商也可以书面或电子形式接受订单。仅得适用福迈迪使用的订单文本与本条款。口头或电话订货只有经福迈迪书面确认才有约束力。
- 2.2. 若在供应商收到订单的一周内，福迈迪仍未收到其订单确认书，则有权撤回订单。若在框架合同中无另行协议，则依据本框架协议做出的分订单交付指示，最迟在供货商收到该指示三天内未以书面形式对此提出异议时产生法律约束力。
- 2.3. 福迈迪有权在对供应商合理的范围内要求对将要交付的货物或订购的服务或订单的执行作出改变，因此所引起的费用增加或减少及最终的交付期限均将由双

General Purchase Terms and Conditions

1. Scope

- 1.1. These General Purchase Terms and Conditions (hereinafter “**PT&C**”) apply to all contracts – (“**Supplier Contracts**”) even future ones – entered into by Shanghai Formel D Technology and Engineering Co., Ltd. (“**Formel D**”) and any of its suppliers (“**Suppliers**”). Agreements that differ from or supplement the PT&C have priority over the PT&C if the parties have agreed this in writing.
- 1.2. These PT&C shall also apply to contracts entered into between Formel D and any affiliate of the Supplier, and the Supplier shall procure its relevant affiliates to comply with these PT&C as if such affiliate itself would have accepted and agreed to these PT&C.
- 1.3. **The Supplier’s terms and conditions that vary from these PT&C, even if Formel D is aware of such terms and conditions and still purchases goods or services, are only valid if and to the extent to which these have been confirmed by Formel D as valid in writing instead of these PT&C.**
- 1.4. **Each change to these PT&C by Formel D becomes part of the relevant Supplier Contract between Formel D and the Supplier, if the Supplier agrees to this change or does not oppose it in writing within one month of becoming aware of the change.**

2. Orders

- 2.1. Orders by Formel D and their acceptance by the Supplier, and any related instructions such as call offs by Formel D (including any changes or additions) can be declared in writing or by electronic means. The text of the order used by Formel D and these PT&C apply exclusively. Oral or telephone orders are only binding when confirmed in writing by Formel D.
- 2.2. If Formel D does not receive the Supplier’s order confirmation within one week of receiving the order, Formel D is entitled to revoke the order. Delivery call offs on the basis of existing framework agreements are – if nothing further has been agreed in the framework agreement – binding at the latest if the Supplier does not contradict them in writing within three days of receipt.
- 2.3. Formel D can demand changes to the good to be delivered or the ordered service or execution if this is reasonable for the Supplier. The effects, including any additional or reduced costs and delivery dead-

方以适当协商。

3. 交付及运送

- 3.1. 供应商受订单上载明的货物数量或将要提供的工作成果（以下简称“货物”）或将要提供的服务（以下称“服务”）及其交付期间或最终期限的约束。相应的交付期间或最终期限取决于在福迈迪于订单中声明的交付地点所发生的货物的接收或服务的提供。
- 3.2. 若供应商认为部分或全部货物或服务无法在约定的交付最终期限或交付期间内交付，必须无延迟地以书面形式告知福迈迪此延误的时长及原因。该通知不影响福迈迪因延迟交货而享有的权利和请求。
- 3.3. 若供应商没有告知延迟交货一事，福迈迪有权拒绝接受未在声明的最后期限前或在订单约定的期间内提供的货品和服务，或延长交货的时间。货物可被退回，因此而产生的费用及风险由供应商承担。若在合理的补正期限内，交付仍然没有完成，福迈迪有权解除供应商合同。
- 3.4. 只有经福迈迪事先书面同意，方允许部分交付。
- 3.5. 除另有约定外，所有交付的附加费用由供应商支付。
- 3.6. 交付的货物须经适当包装，同时遵守相关运输公司的一般规定。交付需投保运输损害保险，费用由供应商承担。
- 3.7. 货物转移至福迈迪后，由福迈迪承担意外损失和损害的风险。
- 3.8. 若针对货物交付或服务提供有进度安排，则福迈迪仅有义务接受在此进度安排中载明的货物及服务。
- 3.9. 供应商对于福迈迪的任何财产不享有任何留置权，并放弃行使任何留置权的权利。只有在其反诉被以一种具有法律约束力的方式所认定或被福迈迪明确承认时，供应商才有权抵销或扣留款项。

lines are to be mutually and appropriately negotiated.

3. Delivery and Shipment

- 3.1. The Supplier is obliged to adhere to the quantity of goods stated in the order or the works to be provided (hereinafter “Goods”) or the services to be provided (hereinafter “Services”) as well as the delivery periods or deadlines. The receipt of the Goods or provision of the Service at the delivery address stated by Formel D in the order is decisive to adhering to the delivery period or deadline.
- 3.2. If the Supplier must assume that a delivery or provision is not possible in full or in part on the agreed delivery deadline or within the delivery period, it must inform Formel D in writing without delay stating the duration of the delay and reasons. This notification does not affect rights and claims to which Formel D is entitled due to the delay.
- 3.3. If the Supplier does not provide notification of the delay, Formel D is entitled to refuse acceptance of the Goods or Services that were not provided by the deadline stated or within the period agreed on the order or to extend the delivery period. The Goods can be returned at the expense and risk of the Supplier. If the delivery is not made within an appropriate subsequent period, Formel D is entitled to withdraw from the Supplier Contract.
- 3.4. Partial deliveries are only permitted after prior written agreement by Formel D.
- 3.5. If nothing further is agreed, all subsidiary costs for delivery are paid by the Supplier.
- 3.6. Goods to be delivered are to be packaged appropriately, whilst observing the general regulations of the relevant transport company. The deliveries are to be insured against transport damage at the Supplier's expense.
- 3.7. The risk of accidental loss and damage is accepted by Formel D upon transfer of the Goods to Formel D.
- 3.8. If there is a schedule for the delivery of Goods or provision of the Service, Formel D only has a duty to accept the Goods or Services stated in this delivery schedule.
- 3.9. **The Supplier shall not have any lien over any of Formel D's property and it waives the right to exercise any and all liens.** The Supplier is only entitled to offset or retain payment if the counterclaims have been determined in a legally binding manner or have been expressly recognised

4. 瑕疵通知

- 4.1. 一旦在正确的业务流程中发现货物或服务的瑕疵，福迈迪将无延时地以书面形式通知供应商。**在强制性法律条文没有相反规定的前提下，供应商放弃对延迟告知瑕疵提出反对的权利。**
- 4.2. 货物和服务只能通过福迈迪的书面验收日志得到验收。此验证不得以伪造、默示或假设的方式得出。
- 4.3. 若立有质量保证协议或声明，则其内容优先于本文中缔结的条款。

5. 价格和付款条件

- 5.1. 除在供应商合同中另有约定，所有的价格均包含所适用的法定增值税。若供应商在福迈迪订货之日和交付期间，调低了所订货品的一般适用价格，则福迈迪有权请求供应商同意相应的降价，并且以交付当天的有效价格供应所订货品。福迈迪不得被收取调高的费用。
- 5.2. 在货物装船后或由供应商提供服务后，商业发票，包括正式税务发票，必须无延迟地被开具。对于持续进行的生意关系，发票应按月开具。适用的法定增值税须单独列明。
- 5.3. 若无其他付款条件约定，福迈迪在 14 天内付款享有 3% 的付现折扣，30 天内付款则有 2% 的折扣，90 天内则付帐单净额。在每一单中，上述期限从以下两者中较晚者起计算（1）相关供应商合同中约定的到期付款日；（2）福迈迪收到所有相关发票，包括原始、正式的税务发票之时。福迈迪可选择以汇款或支票方式付款。

6. 权利的转让

- 6.1. 在所订货物被接收之时（不仅是所有权），以及服务被创造之时，在货品或服务呈现和/或包含的工作成果和/或工业产权可受保护的范围内，供应商向福迈迪转让所有排他的、不可撤销的、可转让的使用和

by Formel D.

4. Notice of Defects

- 4.1. Formel D will notify the Supplier of any defects in the Goods or Services without delay in writing as soon as they are discovered in the proper business process. **The Supplier waives the right to object to the late notification of defects if compulsory legal provisions do not stipulate something to the contrary.**
- 4.2. The Goods or Services are only accepted via a written acceptance log by Formel D and such acceptance cannot be feigned, implied or assumed.
- 4.3. If quality assurance agreements or statements have been made their content has preference over the provisions made here.

5. Prices and Payment Terms

- 5.1. If nothing further has been agreed in the Supplier Contract all prices include the applicable statutory value added tax. If the Supplier reduces the generally applicable prices of the ordered Goods between the date of the Formel D order and the time of delivery, Formel D is entitled to request that the Supplier agrees to a corresponding price reduction and it shall supply the ordered Goods at the prices valid on the date of delivery. Formel D cannot be charged a price increase.
- 5.2. Invoices, including official tax invoices, must be produced without delay after shipment of the Goods or the Services having been provided by the Supplier. For ongoing business relationships, invoices must be produced on a monthly basis. The applicable value added tax must be listed separately.
- 5.3. If no other payment terms have been agreed Formel D will pay within 14 days with a 3% discount, within 30 days with a 2% discount and within 90 days net, in each case after the later of (i) the due date for payment as agreed in the relevant Supplier Contract and (ii) receipt by Formel D of all relevant invoices, including the original, official tax invoices. Payments are made as chosen by Formel D by transfer or cheque.

6. Concession of rights

- 6.1. Upon receipt of the ordered Goods (in addition to ownership), and from the time when it is created with respect to Services, the Supplier concedes Formel D, all exclusive, irrevocable, transferable usage and sale rights without time, geographical or content

销售的权利，并不受对于所有已知的使用及销售的时间、地理和内容上的限制。

- 6.2. 在以上 6.1 条中制定的条文也包含对于工作成果的复制、传播、调整、重新设计、改变和扩充的权利。同时福迈迪有权将其使用权转让给第三方。

7. 第三方的财产权利

- 7.1. 供应商保证其为履行供应商合同所提供的货物、服务及其内容上均无第三方财产权利的影响。供应商应向福迈迪偿付所有来自第三方的索赔，并向福迈迪赔偿其因违反此项义务所造成的所有费用、损失、责任和其它不利后果。

- 7.2. 若对货物或服务的使用受到第三方财产权利的负面影响，供应商必须选择通过对福迈迪而言合理的方式去调整货物或服务以使该货物或服务不再受保护，或保证福迈迪无限制地、不需支付额外费用地按照供应商合同使用货品或服务。

8. 工具、模型

- 8.1. 除另有书面协议明确约定，生产所订货物所需的工具和模型的费用以及其维修和更新的费用均由供应商承担。

- 8.2. 所有福迈迪为了执行订单而向供应商提供的工具、模型、模版、检具、样品等以及图纸、材料规章、文件、资料传播媒介和其他信息传播媒介，都属于福迈迪的财产。应在订单完成后被交回，而无需另行请求。供货商必须谨慎保存上述资料并承担相应费用，尤其不能让未经授权的人接触，并保护物件不受到任何形式的损坏，且只能为了福迈迪而使用。特别说明，除为履行供应商合同而要求外，供应商无权复制上述资料。

9. 执行规定

- 9.1. 若供应商从福迈迪处取得图纸、样品或其他制造规定，将要交付的货物的类型、组成及设计都应完全依此确定。

restriction for all known types of use and sale, if and to the extent to which the Goods or Services represent and/or contain work results and/or industrial property rights that can be protected.

- 6.2. The provision set out in Number 6.1 above also covers the right to copy, distribute, modify, redesign, change and add to the works produced. At the same time Formel D is granted the right to transfer the usage rights to third parties.

7. Property rights of third parties

- 7.1. The Supplier guarantees that the Goods and Services as well as their content provided to fulfil the relevant Supplier Contract are free from third party property rights. The Supplier shall indemnify Formel D for any claims by third parties and shall reimburse Formel D for any and all costs, losses, liabilities and other disadvantages from any infringement of this obligation.

- 7.2. If the use of Goods or Services is adversely affected by third party property rights, the Supplier must either modify the Goods or Services in a manner that is appropriate for Formel D so that they are no longer protected or ensure that they can be used in line with the Supplier Contract without restriction and without additional cost to Formel D.

8. Tools, models

- 8.1. The costs of the tools and models required to produce the ordered Goods as well as their maintenance and renewal are always charged to the Supplier if nothing further is expressly agreed in other agreements in writing.

- 8.2. Tools, models, matrices, gauges, samples etc. as well as drawings, material regulations, documentations, data media and other information media that Formel D provides to the Supplier to execute the order remain the property of Formel D and must be returned after completion of the order without additional request. They must be stored carefully by the Supplier at its expense, and in particular protected from being viewed by unauthorised people, protected from damage of all kinds and only used for the purposes of Formel D. In particular the Supplier is not authorised to reproduce them unless this is required to implement the Supplier Contract.

9. Execution regulations

- 9.1. If the Supplier receives from Formel D drawings, samples or other stipulations these shall exclusively determine the type, composition and design of the Goods to be delivered.

- 9.2. 若福迈迪要求标准样品，批量生产须待样品经过书面许可后才可以开始。供应商若对福迈迪的规格说明有任何想法，必须无延迟地在批量生产之前以书面形式告知福迈迪。在这种情况下，批量生产须待福迈迪进一步书面指示后才能开始。
- 9.3 供应商有义务，在开始执行订单前检查订单以及所有福迈迪提供的相关条文、图纸或其他文件，并保证其属实并且将其中的任何错误无延迟地告知福迈迪。若供应商在之后才发现本在执行前适当检查订单就可以查出的错误，福迈迪无义务承担由此引发的额外费用。
- 10. 印刷**
- 10.1. 校本需以一式两份的形式提交。**若在打印后发现印刷错误，供货商不得以福迈迪在阅读过校本后无异议并交回的事实视为其对印刷的同意。**疏忽印刷错误的责任完全由供货商承担。排版错误须无偿地得到校正。
- 10.2. 若根据作者修正的范围，原定排版时间改变了一小时以上的，则可以开票。
- 11. 质量保证**
- 11.1. 在接收货物或服务后的合理时间内，福迈迪将就其中明显的瑕疵书面通知供应商。若无相反的强制性法律规定，不适用对于瑕疵的假定或默认的同意。
- 11.2. 在交付了有缺陷货物或服务的情况下，福迈迪有权提出如下要求：若存在瑕疵，福迈迪可要求供应商提供相关货物和服务的后续改善或重新交付。若供应商在一段合理的、以书面规定的补正时间内，未修正其已经意识到的产品缺陷，或尝试后续改善失败，福迈迪有权选择解除供应商合同，或要求合理的减价。若一段合理的补正期间内仍然以失败告终，且无必须遵守的法律规定，福迈迪有权自行解决该过错或安排第三方去解决，并要求供应商赔付因此发生的费用。同时福迈迪明确保留请求赔偿金的权利。若供应商已对所订产品的性能或储藏性能提出质量保证，福迈迪也可依据该质量保证提出上述请求。
- 9.2. If Formel D requests type samples, series production may only start after written approval of the sample. Any concerns that the Supplier has about the Formel D specification, must be notified to Formel D in writing without delay before starting series production. In such cases series production may only be started on the basis of a further written instruction by Formel D.
- 9.3 The Supplier is obliged to check the order and all related provisions, drawings or other documents by Formel D before executing the order to ensure these are factually correct and to notify Formel D of any errors without delay. If such errors are discovered later although they could have been discovered if the Supplier had properly checked the order before execution, Formel D is not obliged to accept any additional costs incurred.
- 10. Printed matter**
- 10.1. Two copies of any proofs must be submitted. **If a print error is found after printing, the Supplier cannot rely on the fact that the correction was reviewed by Formel D and was returned as approved for printing.** The responsibility for overseen print errors is exclusively with the Supplier. Setting errors must be corrected free of charge.
- 10.2. Author corrections can be invoiced if their scope changes the setting time by more than one hour.
- 11. Warranty**
- 11.1. Formel D will notify the Supplier in writing of obvious defects in the Goods/Services within an appropriate time after receipt. If not opposed by statutory provisions, assumed or implied approval for faults is excluded.
- 11.2. On delivery of defective Goods or Services Formel D is entitled to demand the following: if there is a defect Formel D can request subsequent improvement of the relevant Goods or Services or a whole new delivery from the Supplier. If the Supplier does not correct faults of which it is aware within an appropriate, written subsequent period or an attempt at subsequent improvement has failed, Formel D is entitled either to withdraw from the Supplier Contract or to demand an appropriate reduction in price. After the unsuccessful end of an appropriate period set for subsequent fulfilment Formel D is entitled to resolve the fault itself or arrange for a third party to do so and to demand reimbursement for the costs incurred if nothing further is set in binding legal regulations. Formel D also expressly reserves the right to assert a claim for damages. If the Supplier has accepted a warranty for the characteristics or

- storage ability of the ordered Goods, Formel D can also assert the claims from the warranty.
- 11.3 在未检验货品缺陷之前福迈迪按照协议进行的任何支付都不代表福迈迪对货品或服务没有缺陷的认可。
- 11.3 Any payment of the agreed remuneration made by Formel D before detecting the faults does not represent recognition that the Goods or Services are free of defects.
- 11.4 若法律没有规定某一强制性的更长或更短的诉讼时效或一个不同的起计日期，以过错责任为由提出的请求权的诉讼时效为自交付之日起 3 年。
- 11.4 Claims from liability for faults lapse three years after transfer if the law does not set a mandatory longer or shorter lapsing period or a different start of the period.
- 12. 责任**
- 12. Liability**
- 若在本条款的其它条文中没有就责任问题作出特别规定，供应商有义务按照法律规定，为其因违反安全法规或其他应规责于供应商的法律原因导致的瑕疵交付或存在过错的交付，而给订货者造成的间接或直接的损失支付赔偿金。若无相反的强制性法律规定，供应商的责任不适用故意行为和重大过失或其它任何形式的限责。
- If no special liability provision is made in another provision of these PT&C, the Supplier is obliged in line with the statutory provisions to pay damages for the damage incurred by the ordering party directly or indirectly as a result of the delivery that was defective or contained faults, due to infringement of safety regulations or another legal reason for which the Supplier is responsible. Limiting the Supplier's liability to deliberate action and gross negligence, or any other form of limitation, is excluded if not opposed by binding legal regulations.**
- 13. 合同解除**
- 13. Termination**
- 13.1. 若货物或服务未于双方约定的交货或提供服务的日历日或在福迈迪所指定的补正日期内交付或提供，则福迈迪有权解除供应商合同。若无相反的强制性法律规定，在此情况下，福迈迪保有所有法定和合同约定的请求权，尤其是在供应商不履行时代替解除合同权利或除解除合同权利之外的要求赔偿金的权利。
- 13.1. If the parties have agreed a calendar date as the delivery/provision date and the delivery/provision of the Goods/Services is not made in time – and also not within the subsequent period set by Formel D – Formel D may terminate the Supplier Contract. All statutory and contractual claims by Formel D shall be retained in this case, especially the right to demand damages due to non-fulfilment in place of, or in addition to, the right to terminate, if this is not opposed by binding legal provisions.
- 13.2. 福迈迪有权凭借正当理由，以书面形式提出解除供应商合同，且无须事先通知。以下情况视为有正当理由：针对供应商的破产程序被提出或启动，或破产程序因资产不足而被驳回，或供应商的控制权发生变更。供应商应无延迟地告知福迈迪上述所有情形。
- 13.3. Formel D may terminate any Supplier Contract in writing without prior notice for good cause. Good cause shall, amongst others, be deemed as given if insolvency proceedings are filed or opened against the Supplier or insolvency proceedings are rejected due to lack of assets, or there is a change of control of the Supplier. The Supplier must notify Formel D of any of these circumstances without delay.
- 14. 保密条款**
- 14. Nondisclosure**
- 14.1. 供应商有义务，对于作为合作的一部分而知悉的所有商业信息保持绝对的机密，不将这些信息向第三方透露或以任何方式加以利用。此处包括商业及运营机密，以及其他有关福迈迪及其员工过去、现在和未来的商业行为的资料。
- 14.1. The Supplier is obliged to maintain absolute confidentiality on all business matters of which it becomes aware as part of the cooperation and to not pass these on to third parties and/or use them in any way. This includes business and operating secrets and other information relating to the past, present and future business activity of Formel D and

- 14.2. 此保密义务同时涵盖有关福迈迪的信息以及作为在与第三方（包括福迈迪的供应商、生意伙伴、客户）进行往来的一部分而被告知的信息。
- 14.3. 为公众知晓的信息或（1）供应商在未有保密义务前就已获悉的；（2）经由不具保密义务的第三方合法地向供应商告知或提供的；（3）经验证属供应商独立创建的；（4）经福迈迪以书面通知的形式授权公布的信息，不属于保密义务范围。
- 14.4. 供应商有义务要求其员工和代理人共同遵守保密条款。经福迈迪提出要求，必须出示相关声明。供应商需为其员工、代理人和经福迈迪准许的分包商的行为承担相同的责任。
- 15. 所有权保留**
- 福迈迪承认由供应商声明的简单所有权保留。对于延长或扩大的所有权保留，尤其是集体保留则不予承认。
- 16. 抵销和合同转让**
- 16.1. 只有在其反诉被以一种具有法律约束力的方式所认定或被福迈迪明确承认时，供应商才有权抵销款项。
- 16.2. 供应商无权将本条款和/或任何供应商合同（或其任何部分）转让给任何第三方，但福迈迪事先书面同意该转让的除外。
- 17. 最终条款**
- 17.1. 在没有取得福迈迪的事先书面同意前，供应商无权启用分包商。
- 17.2. 履行地点取决于福迈迪在相关订单中提供的地点。
- 17.3. 对本条款和/或任何供应商合同中的规定的个别变更和/或补充需以书面形式做出。福迈迪根据 1.4 条单方修改本条款的权利不受此影响。
- its employees.
- 14.2. This nondisclosure obligation covers both the information about Formel D and such information that is notified as part of the activities with third parties (including Formel D's suppliers, business partners and customers).
- 14.3. Generally known facts, or information: (i) of which the Supplier was already aware prior to the nondisclosure duty, or (ii) of which the supplier is legally informed or provided by a third party without a nondisclosure obligation, or (iii) which are proven to be independently developed by the Supplier, or (iv) disclosure of which was authorised by Formel D by notification in writing, are excluded from the nondisclosure obligation.
- 14.4. The Supplier is obliged to impose non-disclosure on its employees and vicarious agents. This declaration must be presented to Formel D on request. The Supplier shall be equally liable for the behaviour of its employees and vicarious agents as well as subcontractors approved by Formel D.
- 15. Reservation of title**
- Formel D recognises a simple reservation of title declared by the Supplier. Extended or expanded reservations of title, especially group reservations, are not recognised.
- 16. Offsetting and assignment**
- 16.1. **The Supplier is only entitled to offset payment if the counterclaims have been determined in a legally binding manner or have been expressly recognised by Formel D.**
- 16.2. The Supplier is not entitled to transfer or assign these PT&C and/or any Supplier Contract (or any part hereof or thereof) to any third party unless Formel D agrees to this transfer or assignment in advance in writing.
- 17. Final Provisions**
- 17.1 The Supplier is not entitled to use subcontractors without the prior written agreement of Formel D.
- 17.2. The place of fulfilment is determined in line with the delivery address provided by Formel D in the relevant order.
- 17.3. Individual variances and/or additions to the rules in these PT&C and/or any Supplier Contract must be in writing. The right of Formel D to the unilateral modification of its PT&C as stated in Number 1.4. remains unaffected by this.

- 17.4. 福迈迪发出的任何正式通知或通讯，在其选择下，若通过快递向供应商在工商局登记的地址或供应商合同中明确的地址发送，或通过电子邮件向供应商合同中明确的供应商电子邮件地址发送，均视为供应商已收到该通知或通讯。
- 17.5. 若本条款或任何供应商合同中的某一条款是或变得无效、不合法或不可执行，本条款或供应商合同的其他条款的效力不受影响。在该等情况下，该无效和/或不合法和/或不可执行的条款应由最接近本条款或相关供应商合同的商业内容和目的的相关条款替代。
- 17.6. 本条款用英文和中文拟就。若英文版和中文版出现冲突，以英文版为准。若有经签署的英文版供应商合同，该英文版应优先于其他任何语言版本。
- 17.7. 本条款或任何供应商合同应受中华人民共和国实体法管辖并由其解释，不得诉诸其冲突法规则；联合国国际货物销售合同公约（CISG）也不予适用。
- 17.8. 由本条款和任何供应商合同引起的或与之有关的任何争议应提交上海国际经济贸易仲裁委员会（上海贸仲委）依据其届时有效的仲裁规则仲裁解决。提起仲裁的一方应书面通知另一方。每一方应指定一名仲裁员，第三名首席仲裁员应由其他两名仲裁员选择，且其国籍需与争议双方不同。仲裁裁决是终局的，对双方均有约束力，任何一方均可向有司法管辖权的法院申请执行该裁决。除非仲裁裁决另有规定，仲裁花销和费用（包括律师费）由败诉方承担。仲裁语言应为英语。
- 17.4. Any formal notice or communication by Formel D shall be deemed received by the Supplier if sent, at the election of Formel D, by courier to the Supplier's address as registered with the Administration of Industry and Commerce or its address as specified in the Supplier Contract, or by email to an email address of the Supplier as specified in the Supplier Contract.
- 17.5. Should a provision of these PT&C and/or any Supplier Contract be or become void, illegal or unenforceable, the validity of the remaining provisions hereof or the relevant Supplier Contract shall in no way be affected. In such case the void and/or illegal and/or unenforceable provision shall be replaced by a relative provision coming as close as possible to the commercial content and purpose of these PT&C or the relevant Supplier Contract.
- 17.6. These PT&C are made out in English and Chinese. Should any conflict between the English version and the Chinese version arise, the English version shall prevail. In the event an executed English version of a Supplier Contract is available, such English version shall prevail over any other language version.
- 17.7. These PT&C and each Supplier Contract, shall be governed by and construed in accordance with the substantive law in force of the People's Republic of China, without recourse to its conflict of laws rules; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall also not apply.
- 17.8. Any dispute arising from or in connection with these PT&C and/or any Supplier Contract shall be submitted for arbitration to the Shanghai International Economic and Trade Arbitration Commission ("SHIAC") in accordance with SHIAC's rules of arbitration then in force. Any party initiating an arbitration proceeding shall give notice to the other party in writing. Each party shall appoint one arbitrator, while the third presiding arbitrator shall be chosen by the other two arbitrators and be of a nationality other than the parties involved. The arbitration award shall be final and binding upon both parties and either party may apply to a court of jurisdiction for enforcement of the award. Unless otherwise stipulated in the arbitration award, the arbitration expenses and fees (including attorney fees) shall be paid by the losing party. The language of the arbitration shall be English.

本采购条款已经双方一致同意并签订于上海市闵行区，适用于供应商和上海福迈迪信息技术有限公司所有现有和将来签订的协议。

These Purchase Terms and Conditions have been agreed and entered into in Shanghai, Minhang District and shall apply to all current and future agreements between the Supplier and Shanghai Formel D Technology and Engineering Co., Ltd.

Shanghai Formel D Technology and Engineering Co., Ltd | 上海福迈迪信息技术有限公司

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上海福迈迪工程技术有限公司
Shanghai Formel D Technology and Engineering
Co., Ltd.

供应商
Supplier

签字和盖章/ Signature and Chop
日期 / Date:

供应商签字和盖章 / Supplier Signature and Chop
日期 / Date: