

欧屹集团中国区非生产物料采购通 则

版

GENERAL TERMS AND CONDITIONS OF PURCHASE APAC

本采购通则（以下简称“本通则”）适用于欧屹集团中国区各法律实体（以下简称“客户”）向供应商（以下简称“供应商”）采购各类非生产性物料（以下简称“货物”）。“欧屹”指欧屹汽车系统（常熟）有限公司、康迪泰克橡塑技术（青岛）有限公司、康迪泰克流体（长春）有限公司及其他现有或将来受同一公司控制的所有关联公司。“客户”与“供应商”以下统称为“双方”，单个称为“一方”。

These General Terms and Conditions of Purchase (the “Terms”) shall apply to the Purchase of all Non- Production Materials (the “Goods”) by any legal entities of OESL in China (the “Customer”) from any suppliers (the “Supplier”). “OESL” refers to OESL Automotive Changshu Co. Ltd., CT Fluid Techn. (Changchun) Co. Ltd, CT Qingdao Rubber & Pl. Techn. Co. Ltd. and all other companies that now or in future are under the joint control of the same company. The Customer and the Supplier are collectively hereinafter referred to as the “Parties” and each a “Party”.

1 订单 Order

- 1.1 单个采购合同（订单及其接受）和发货指令及相关的修改和增补条款都应以书面方式做出。发货指令也可通过电子数据传送的方式发出。

Individual supply contracts (order and acceptance) and calls for delivery of Goods as well as modifications and supplements thereto require written form. Calls for delivery can be made also by means of data telecommunication.

- 1.2 客户应以书面形式向供应商发出附件所示格式的采购订单（以下简称“订单”），供应商应在收到该订单后 3 个工作日内书面接受该订单并及时履行。在任何情况下，供应商对该订单所做的任何履行均将被视作对该订单的接受。若供应商未在其收到该订单后 3 个工作日内书面接受该订单且未有书面异议，则该订单视为已对供应商发生约束力，除非客户在供应商书面接受之前撤回或修改该订单。本通则、订单和双方之间的任何其它相关约定以下统称为“单个合同”。

The Customer shall issue purchase order(s) (the “PO”) to the Supplier in written form, and the Supplier shall accept the PO in written within three (3) working days after the receipt of the PO and perform the PO without undue delay. In any case, the Supplier's performance of the PO shall be deemed as acceptance of the PO. If the Supplier does not accept the PO in written within three (3) working days after the receipt of the PO and there is no written objection to the PO, the PO shall be deemed to be validly accepted by the Supplier, unless the Customer withdraws or modifies the PO before the Supplier accepts the PO. The Terms, the PO and any other related agreements between the Parties are hereinafter referred to as an “Individual Contract”.

- 1.3 客户对货物的付款或接受并不意味着对供应商的任何销售或交付条件的任何承认。所有供应商的销售或交付条件只有在客户以书面形式明确确认时才适用。

Payments or acceptance of the Goods by the Customer do not mean any acknowledgement of any sales or delivery conditions of the Supplier. All conditions of the

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Supplier for the sale or delivery of the Goods apply only if and insofar as they are expressly confirmed by the Customer in writing.

2 付款条件 **Payment**

2.1 除非另有约定，货款应当在客户收到货物且验收合格，并收到正式发票后 90 日内付清。

Unless otherwise agreed, the purchase price shall be paid within 90 days after the receipt of a formal invoice and the receipt and acceptance of the Goods by the Customer.

2.2 付款应当通过银行转账或支票的方式进行。

The payment shall be made via transfer or cheque.

2.3 如供应商的交付有瑕疵，在法律和单个合同所提供的权利和救济以外，且不对其产生任何不利影响，客户有权利迟延履行相应的付款义务直至供应商完全履行其交付义务。

In the event of defective delivery, in addition to and without jeopardizing any other rights and remedies provided under the laws and Individual Contract, the Customer shall be entitled to retain the payment for the relevant delivery until the Supplier has fully performed its obligation of delivery.

3 验收与瑕疵告知义务 **Inspection and Notice of Defects**

3.1 客户可以自己选择在交付时或交付后的合理期间内验收货物样品。

The Customer may, at its option, inspect a sample of the Goods, either upon delivery or within a reasonable period of time after delivery.

3.2 若客户在验收时发现货物不符合质量要求，客户应毫不迟延的将瑕疵告知供应商。

In the event that the inspection conducted by the Customer indicates that any of the Goods do not meet the required standards, the Customer shall, without undue delay, notify the Supplier of the defects.

3.3 客户对任何货款的支付都不是默认或视作是对货物的接受。

Any payment of the purchase price by the Customer shall not imply or be construed as acceptance of the Goods by the Customer.

3.4 在货物的制造期间及发货前，客户有权检查材料、制造工艺和其它履行订单所需的操作。如果无重要原因不允许进行检查，客户有权撤销订单，供应商无权要求赔偿或支付迄今已发生的费用。如果在检查过程中，货物存在明显缺陷或偏差，上述客户权利同样适用。客户还有权不撤销订单而要求立即提前履行订单。客户有权随时进一步要求提供有关货物的报告，特别是有关其生产状况的报告。如果客户未行使上述权利，在任何情况下均不构成客户对此项权利的放弃。

During the manufacture of the Goods and prior to its dispatch, the Customer has the right to examine materials, manufacturing processes and other operations required for in the completion of the performance of the PO. Should the examination not be permitted without important cause, the Customer is entitled to cancel the PO without the supplier having the right to claim compensation or payment for the costs incurred up to that time. The same applies if, in the course of an inspection, defects or deviations from the contractual agreements become obvious. Instead of cancelling the PO, the Customer is also entitled to demand the immediate performance of the PO in advance. At any time, the Customer may further require a report on the Goods, in particular concerning the status of its

production. In the event that the Customer does not make use of the rights mentioned above, it shall not constitute a waiver of this right by the Customer under any circumstances.

4 交付、包装、仓储及运输 **Delivery, Packaging, Warehousing and Transportation**

4.1 如果货物在客户订单或其他约定的时间内到达指定地点，则视为已交付。

Delivery shall be considered performed when the Goods have arrived at the designated place and within the time schedule as specified in the PO or otherwise by the Customer.

4.2 如果没有无法控制的原因，供应商也应当满足客户在接受订单之后提出的对交付期限的调整。否则，客户应当被及时告知此类无法控制的阻碍事由。

Unless it is out of the control of the Supplier, the Supplier shall also meet the time schedule of delivery as adjusted by the Customer after the acceptance of the PO. Otherwise, the Supplier shall inform the Customer of such uncontrollable impeding circumstances without undue delay.

4.3 供应商应独自负责货物的包装、仓储及运输费用直至交付。

The Supplier shall be solely responsible for the packaging, warehousing and transportation of the Goods at its own costs until the delivery.

4.4 包装材料应可重复使用或回收，不含氯氟烃，不含氯，化学性质稳定，对地下水中性，焚烧时无毒。包装材料应标有公认的回收符号如 RESY，或材料符号如 PE。供应商有义务自行负责并免费清除废弃物、包装材料等。如果供应商未遵守此义务，客户有权不给予进一步的宽限期而进行处置，费用由供应商承担。

Packaging materials shall be reusable or recyclable, CFC's-free, chlorine-free, chemically inactive, groundwater-neutral, and nontoxic when incinerated. Packaging materials shall be marked with recognized recycling symbols such as RESY or with material symbols such as PE. The Supplier is obligated to remove its waste, packaging materials etc. on its own responsibility and free of charge. In the event that the Supplier fails to comply with this obligation, the Customer will carry out the disposal at the Supplier's expense without further grace period.

4.5 运输单据和账单发票应清楚显示客户的订单编号和/或分订单编号、供应商编号、物料编号、交货地点和物料数量。交货的每个交易单元必须标有客户的物料编号和供应商的商号。如果供应商未遵守此规定，客户保留向供应商收取因随后标记任何未标记单元而产生的任何费用的权利。

Shipping documents and invoices shall clearly show the Customer's PO number and/or call-off order number, the Supplier's number, material number, the place of delivery and the quantity of material. Each trading unit of the delivery must be marked with the Customer's material number and the trade name of the Supplier. In the event that the supplier fails to comply with this, the Customer reserves the right to charge the Supplier any costs arising from subsequently marking any unmarked units.

4.6 供应商应遵守与客户签订的任何质量保证协议（如有），并支持客户遵守附件 1 中的 ESH 政策。供应商另外同意遵守附件 2 中的《外部公司的安全和环境法规》，该规定适用于任何在客户的设施上进行的任何工作/服务。

The Supplier shall comply with any quality assurance agreements concluded with the Customer (if any) and support the Customer in the compliance with the ESH Policy in

Annex 1. The Supplier further agrees to comply Safety and environmental regulations for external companies in Annex 2, which shall apply for any work/service carried out at any of the Customer's facilities.

5 交付迟延 **Delay in Delivery**

- 5.1 供应商应当赔偿客户因迟延交付遭受的损失，包括但不限于经营活动收到干扰导致的利润损失及损害。

The Supplier shall be liable for damages caused by delay in delivery, including but not limited to the loss of profit and damages due to business interruption.

- 5.2 在交付迟延的情况下，客户有权为尚未履行的交付设置一个合理的最后交付期限，并在该期限过期之后拒绝任何全部或部分交付，并全部或部分解除或终止相关单个合同。如果客户在该期限过期之后拒绝供应商的全部或部分交付，并全部或部分解除或终止相关单个合同，则供应商的责任也包括赔偿客户从第三方订购相关替代产品的额外费用。这同样也适用于当客户在交付迟延之后合理地对供应商的交付不再有任何兴趣的情形。

In case of delay in delivery, the Customer is entitled to set a reasonable final time limit for the outstanding delivery and wholly or partially reject the delivery as well as wholly or partially rescind or terminate the relevant Individual Contract after the expiration of the time limit. In the event that the Customer wholly or partially rejects the delivery and rescinds or terminates the relevant Individual Contract after the expiration of the aforementioned time limit, the Supplier shall be also liable to the additional costs and expenses for replacement delivery ordered by the Customer from a third party. The same applies if the Customer has reasonably no more interest in the delivery by the Supplier after it is delayed.

6 所有权，损失风险 **Title of Ownership, Risk of Loss**

货物所有权和损失风险在供应商根据单个合同交付至客户时转移。供应商要保证其对货物拥有所有权并且没有第三方利益与之相冲突或存在货物之中。

The title of ownership and risk of loss of the Goods shall be passed on to the Customer by the Supplier when it is delivered in accordance with the Individual Contract. The Supplier warrants that it has clear title to the Goods and there is no third party's interest against or in the Goods.

7 不可抗力 **Force Majeure**

如任何一方延迟或未能履行单个合同项下的义务，且该延迟或不履行是由于不可预见、对其发生和后果无法避免、无法克服并且非属该方过错或疏忽的事件或事情引起的，包括但不限于天灾、瘟疫火灾、水灾、风暴、爆炸、自然灾害、战争，则在受该不可抗力影响的范围内，该方的责任应予以免除，但受影响的一方应在该事件发生起十天内就该上述不可抗力事件、履行义务的延迟

（包括预期的延迟时间）或未能履行义务的细节书面通知另一方。在供应商延迟或无法履行合同期间内，客户可选择从其它货源全部或部分订购原本应由供货商在相关单个合同项下供应的货物，而不对供应商承担任何法律责任，或要求供应商按客户要求的数量和交付日程及原相关单个合同项下规定的价格从其它货源供货。如客户要求，供应商应在该要求提出后的十天内提供充分的证

明以保证延迟不超过 30 天。如延迟期超过 30 天或供应商未能提供充分保证说明该延迟将在 30 天内结束，则客户可立即全部或部分解除或终止相关单个合同，而不承担法律责任。在任何情形下，合同双方均应当尽合理努力以减少该等事件或事情的不良影响。

Any delay or failure of either Party to perform its obligations under the Individual Contract shall be excused if, and to the extent that it is caused by an event or occurrence which is unforeseeable, unavoidable, insurmountable for its happening and consequences without the Party's fault or

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negligence, such as, by way of example without limitation, acts of God, plague, fires, floods, windstorms, explosions, natural disasters or wars, provided that a written notice regarding details of the event and the delay or non-performance caused thereby (including the anticipated duration of the delay) shall be given by the affected Party to the other Party within ten (10) days from the happening of the event or occurrence. During the period of such delay or failure to perform by the Supplier, the Customer may, at its option, purchase from any other source all or partial of the Goods which would otherwise be supplied by the Supplier under the relevant Individual Contract, without any liabilities to the Supplier, or demand the Supplier to source the Goods from other sources in quantities and on delivery schedule requested by the Customer and at the price under the relevant Individual Agreement. If requested by the Customer, the Supplier shall, within ten (10) days of such request, provide adequate assurances that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or the Supplier fails to provide adequate assurance that the delay will cease within thirty (30) days, the Customer may immediately wholly or partially rescind or terminate the relevant Individual Contract without liability. In any cases, the Parties shall make reasonable efforts to reduce the negative influence and impact of such event or occurrence.

8 质量 **Quality**

8.1 货物要符合合同双方约定的标准和规格。货物同样需要符合国家和/或行业标准。

The Goods shall conform to the standards and specifications agreed upon by the Parties. The Goods shall also meet any applicable national and/or industry standards.

8.2 供应商要保证在货物制造和交付环节中使用环保的零部件和流程。供应商需要对货物和其包装材料与环境的相容性，以及因为其违反该要求而给客户造成的直接或间接损失承担赔偿责任。

The Supplier warrants to use environmentally friendly components and processes in the manufacture and delivery of the Goods. The Supplier shall be liable for the compatibility of the Goods and its packing materials with the environment as well as for all direct and indirect losses and damages caused to the Customer in case of any non-compliance therewith.

9 保证和责任 **Warranty and Liability**

9.1 供应商向客户保证其货物（包括所有替换件和供应商根据此保证更换或修理的所有部件，如有），在交付时和任何双方约定或法律强制规定的质保期内：

The Supplier warrants to the Customer that the Goods furnished (including all replacement items and all replacement or corrected components which the Supplier furnishes pursuant to this warranty, if any), upon delivery and during any mutually agreed or mandatory warranty periods:

a) 不存在材料和做工方面的缺陷
；

will be free from defects in materials and workmanship;

b) 符合和满足所有适用的图纸、规格、样式和其他由客户提供、规定和同意的产品说明；

will conform to and satisfy all applicable drawings, specifications, samples, and other descriptions furnished to, specified by, or approved by the Customer;

c) 符合销售质量要求和其他预期的目的；

will be of merchantable quality and fit for their intended purpose;

- d) 不存在设计缺陷，即使客户已同意该设计；

will be free from defects in design, even if the design is approved by the Customer;

- e) 符合双方约定的所有质量要求；

will comply with all quality requirements mutually agreed by the Parties;

- f) 符合并遵守货物生产和/或交付所在地随时生效适用的法律、法规、规章和标准；
和

will conform to and comply with all applicable laws, rules, regulations and standards from time to time in force in the locations where the Goods is manufactured and/or delivered; and

- g) 如果在单个合同中约定了和货物有关的服务，合格的专业人士要用专业的技能和谨慎 提供一流的服务。

will be, with respect to any services provided in relation to the Goods and if included in the Individual Contract, performed in a first-class, professional manner with reasonable skill and care, using suitably qualified personnel.

- 9.2 客户对供应商的样品或初成品的认可不能也不应该被解释为客户任何明示或默示放弃法律 和/或双方在单个合同中约定的担保索赔。

The Customer's approval of the Supplier's samples or first articles is not and shall not be construed to be a waiver by the Customer of any express or implied warranty claims provided under the laws and/or Individual Contract between the Parties.

- 9.3 如果供应商交付有缺陷或不合格的货物或供应商违反保证义务，客户有权利自行决定，
(1) 立即全部或部分撤销或终止合同，并且返还有缺陷的货物，费用由供应商承担；
(2) 通过合理的降价接受有缺陷的货物；或 (3) 要求供应商要及时更换或维修货物，
费用由
供应商承担
。

In the event of delivery of defective or nonconforming Goods by the Supplier or any breach of warranty obligations of the Supplier, the Customer is entitled to, at its sole discretion, (1) wholly or partially rescind or terminate the Individual Contract immediately and return the defective Goods at the costs of the Supplier, (2) accept the defective Goods at a reasonably reduced price, or (3) request the Supplier to promptly replace or repair the Goods at the costs of the Supplier.

- 9.4 如果供应商替换或维修失败或在客户规定的期间内不能完成替换或维修，客户有权利
(1) 通过合理的降价接受有缺陷的货物；或 (2) 全部或部分撤销或终止单个合同并且
将有缺 陷的货物返还，费用由供应商承担；和/或 (3) 要求供应商支付由客户自己或任
何第三方 维修或更换货物而产生的费用。

If the aforementioned replacement or repair by the Supplier fails or cannot be successfully completed during a time period requested by the Customer, the Customer is entitled to (1) accept the defective Goods at a reasonably reduced price, or (2) wholly or partially rescind or terminate the Individual Contract and return the defective Goods at the costs of the Supplier and/or (3) claim from the Supplier for the reimbursement of the costs and

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expenses incurred to the Customer for the replacement or repair of the Goods by itself or any third parties.

- 9.5 如替换或修理货物，新的保修期限从该替换或修理完成时开始。

In case of replacement or repair of the Goods, the new period of warranty shall begin from the time of the completion of such replacement or repair.

- 9.6 供应商应赔偿和使客户免受由于供应商履行或不履行相应的单个合同而造成的任何和全部 损失、索赔、债务、义务和诉讼，包括但不限于供应商提供的与货物有关的服务、设计、生产和交付以及与之相关的不论何种原因造成的任何人身伤害、死亡或者财产损失，并为 针对客户提出的诉讼或法律程序提供抗辩，支付由此产生的所有赔偿，费用及开支，包括 客户的律师费。

The Supplier shall be liable for and will indemnify and hold harmless the Customer from any and all damages, claims, liabilities, obligations and causes of action arising from the performance or non-performance of the relevant Individual Contract, including, without limitation, the Supplier's services in connection with the Goods, the design, production and delivery of such Goods and any personal injury, death or property damage related thereto, howsoever caused, and shall defend any suit or proceeding brought against the Customer and shall pay all damages, costs and expenses in connection with such action, including the Customer's attorneys' fees.

- 9.7 除了上述规定，供应商还应为客户、其工作人员、代理人、雇用人员、关联企业、继承人 和受让人所承受的由于货物的缺陷所造成损失和费用提供赔偿、免责和抗辩，包括但不 限 于直接或间接损失、利润损失、诉求或人身伤害、死亡或财产损失的赔偿和律师费。

In addition to the foregoing, the Supplier shall indemnify, hold harmless and defend the Customer, its officers, agents, employees, affiliates, successors and assigns against any loss, cost, damage or expense attributable to a defect or deficiency in the Goods, including, without limitation, direct and indirect losses, loss of profit, claim or charge for personal injury, death or property damages and attorneys' fees arising out of it.

- 9.8 如存在以下事项，供应商不必承担保证责任：

Warranty claims against the Supplier are excluded, if the defect is caused

by a) 客户违反操作说明，维护说明或安装标准：

non-compliance with operating instructions, maintenance instructions or installation standards by the Customer;

b) 不适当的使用；
或

improper use;

or c) 正常的磨损。

normal
wear.

- 9.9 如果负责汽车安全、废气排放法规或类似事项的主管机构需要检查生产过程或客户的测试文件以验证是否符合某些要求，供应商同意应客户的要求给予这些机构与客户同样的权利，并向主管机构提供一切合理的支持。

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Insofar as authorities – responsible for automotive safety, exhaust-emission regulations or similar matters – need to inspect production processes or the Customer's test documentation to verify the compliance with certain requirements, the Supplier agrees, on the Customer's request, to grant such authorities the same rights of the Customer and to provide the competent authorities with all reasonable support.

10 知识产权 **Intellectual Property Rights**

- 10.1 每一方在货物研发（以下简称“研发”）之前或在研发范围之外创造或拥有的任何知识产权，包括但不限于专利、商标、版权、工业设计权、商业秘密或其它知识产权（以下简称“知识产权”）仍归该方所有。由研发所创造或产生的所有知识产权，包括但不限于任何发明或发现，都应作为专有权利而归属客户拥有。供应商应当及时向客户告知此种发明或发现，并协助客户取得相关权益。

Each Party is and remains the owner of any intellectual property rights, including but limited to patent, trademark, copyright, industrial design right, trade secret or other proprietary rights (the “Intellectual Property Rights”), created or owned by such Party before the commencement of or outside the scope of the development of the Goods (the “Development”). All Intellectual Property Rights which are created by or result from the Development, including but not limited to any inventions or discoveries, shall vest in and be the exclusive right and property of the Customer. The Supplier shall promptly disclose any such inventions or discoveries to the Customer and assist the Customer on securing any rights and benefits for the Customer.

- 10.2 供应商同意为客户，及其员工、代理人、雇用人员、关联企业和继承人所承受的由于客户使用或占用货物所引发的基于侵犯或涉嫌侵犯任何知识产权而造成的任何损坏、损失、成本和费用（包括律师费用和其他专门费用）提供抗辩、免责和赔偿，除非上述侵权或涉嫌侵权的情形是由于供应商遵守客户的指示而造成的。

The Supplier agrees to defend, hold harmless and indemnify the Customer, its officers, agents, employees, affiliates and successors against any damages, losses, costs and expenses (including attorney fee and other professional fee) resulting from any claims or finding of infringement or alleged infringement of any Intellectual Property Rights arising out of the use or possession of the Goods by the Customer, unless such infringement or alleged infringement arises out of the Supplier's compliance with the specifications directed by the Customer.

- 10.3 每一方都应当及时通知另一方此类侵犯知识产权或可能侵犯知识产权诉讼的风险，并共同紧密配合进行抗辩。

Each Party undertakes to inform the other Party without undue delay of the risks of infringement or alleged infringement of any Intellectual Property Rights and to cooperate closely to defend such claims.

- 10.4 应客户要求，供应商应当提供与货物的知识产权相关的申请材料及证明材料。

Upon the request of the Customer, the Supplier shall provide the relevant documents of application and certification in relation to the Intellectual Property Rights of the Goods.

11 保密信息 **Confidential Information**

- 11.1 根据此条款目的，保密信息为任何或者全部信息和数据，包括但不限于单个合同规定的条款和双方之间为履行单个合同，或为双方业务关系，或为货物的定义、开发、市场、销售、生产和分销而披露的任何形式的商业、贸易、财务、知识产权、客户或技术信息和数据，无论披露是口头、书面还是电子形式，无论该信息或数据通过何种媒介引用，无

论是有形的还是存在于无形的存储介质中。保密信息应该包括任何复件或者摘要，以及任何产品、设备、模型、样品、样件和零部件。

For the purpose of this clause, "Confidential Information" shall mean any and all information and data, including, but not limited to, the terms of the Individual Contract and any kind of business, commercial, financial, intellectual property, customer or technical information, and data disclosed between the Parties in connection with the performance of the Individual Contract or relating to the Parties' business relationship or the definition, development, marketing, selling, manufacture or distribution of the Goods, whether disclosed orally, in writing or electronically and irrespective of the medium in which such information or data is embedded, whether in tangible form or contained in an intangible storage medium. Confidential Information shall include any copies or abstracts made thereof as well as any product, apparatus, modules, samples, prototypes or parts thereof.

- 11.2 供应商承诺供应商及其员工、代理人、雇用人员和关联企业会充分尊重客户内部事务的机密性并且根据或为履行单个合同从客户获得的保密信息要保密对待，供货方不能将信息泄露给第三方（向其雇员或需要知道的雇员披露除外）并且该保密信息仅作为履行独立合同之用，不能为其自身利益或任何第三方利益，除非该保密协议：

The Supplier undertakes that it and its officers, agents, employees and affiliates will fully respect the confidentiality of the Customer's internal business affairs and treat as confidential all Confidential Information obtained from the Customer pursuant to and in connection with the performance of the Individual Contract, and will not divulge such information to any third parties (except to its own employees and then only to the employees who need to know the same) and will use it for the sole purpose of performing the Individual Contract and not for its own benefit or for benefit of any third party, unless the Confidential Information:

- a) 在单个合同谈判开始之前已经被供应商在没有任何保密义务的前提下合法拥有；

is lawfully in the possession of the Supplier prior to the commencement of the negotiation regarding the Individual Contract without any obligations of confidentiality;

- b) 在没有违反任何保密义务的前提下已经进入公众领域或被公众知悉；

is already in public domain or becomes available to the public later on without any breach of any obligations of confidentiality;

- c) 由合法拥有该保密信息的第三方在没有违反任何保密义务的前提下告知或披露给供应商；或

which is communicated or disclosed to the Supplier by a third party lawfully in possession thereof and entitled to disclose it without breach of confidentiality obligations; or

- d) 被法律法规或政府命令强制要求进行披露，前提是供应商应毫不延迟地告知客户，并在最小范围内披露该保密信息。

is required to be disclosed by mandatory laws, regulations or government orders, provided that written notice of such action was given to the Customer without undue delay and the Supplier makes the Confidential Information disclosed in minimal scope as practical as possible.

- 11.3 未经一方事先同意，另一方不得将与其的合作关系在任何广告宣传中披露使用。

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No Party shall be allowed to use or disclose its business relationship with the other Party in any advertising without prior written consent of the other Party.

12 抵消 **Setoff**

客户有权使用供应商对其或其关联公司的欠款抵消其在相关单个合同下对供应商所欠的任何到期应付款项。

The Customer shall be entitled to set off any amount due or payable to the Supplier under the relevant Individual Contract against any claims or charges that the Customer or any of its affiliates may have against the Supplier.

13 解除与终止 **Rescission and Termination**

在法律和单个合同其它条款为客户所提供的权利和救济以外，且不对其产生任何不利影响，客户有权利立刻部分或全部解除或终止任何或所有单个合同，如果

In addition to and without jeopardizing any rights of the Customer to rescind or terminate the Individual Contract provided under the laws and other provisions of the Individual Contract, the Customer may also partially or wholly rescind or terminate any or all of the Individual Contracts with immediate effect, if

13.1 供应商违反任何单个合同的重要或基本规定；

the Supplier breaches any material or fundamental provisions of any Individual Contracts ;

13.2 供应商为其财产申请启动破产程序；

the Supplier applies for the opening of an insolvency proceeding regarding its property;

13.3 第三针对供应商的财产申请破产程序，并且供应商在收到管辖法院通知 7 日内没有提出异议，第三方在供应商提出异议前撤销申请除外；或

a third party applies for the opening of an insolvency proceeding regarding the property of the Supplier and the Supplier does not file any objections against the application within 7 days of the receipt of a notice from the competent court, unless the third party withdraws the application prior to that; or

13.4 有管辖权的法院接受第三方提出的针对供应商财产的破产申请，破产程序由此开始。

the competent court accepts the application of a third party for the opening of an insolvency proceeding regarding the property of the Supplier and thus such insolvency proceeding commences.

14 行为准则 **Code of Conduct**

通过接受本通则或订单，供应商同意遵守客户的行为准则。此准则根据客户的需求提供。

By acceptance of the Terms and/or PO, the Supplier agrees to comply with the Business Partner Code of Conduct. The document can be provided to the Supplier by the Customer upon request.

15 其他条款 **Miscellaneous**

- 15.1 客户在单个合同中提出的权利及救济是法律规定的各项权利和救济之外的补充，由于客户的延误或过错而未履行的权利和救济不能视为放弃，或排除任何其他权利及救济的行使。

The rights and remedies of the Customer set forth in the Individual Contract shall be cumulative and in addition to each other and any other rights and remedies provided under the laws, and the failure or delay by the Customer to exercise any rights or remedies there under shall not be deemed or construed as a waiver thereof, or preclude the exercise of any other rights or remedies.

- 15.2 供应商未经客户事先书面同意无权转让其在单个合同下的权利和/或义务。客户有权在任何时间向第三方转让其在单个合同下的权利和/或义务。

The Supplier shall not be entitled to assign any of its rights and/or obligations under the Individual Contract to any third parties without prior written consent of the Customer. The Customer is entitled to assign any of its rights and/or obligations under the Individual Contract to any third parties at any time.

- 15.3 若单个合同中的任何条款部分或全部无效或无法执行，其它条款的效力和可执行性不受影响。上述规定同样适用于单个合同中可能存在的遗漏。为了取代该无效或不可执行条款，或者弥补遗漏，应在法律允许的范围内，适用尽可能体现双方在订立单个合同时如果考虑到该无效或不可执行条款、或遗漏时意愿的规定。

If any provisions of the Individual Contract are or should become entirely or partially invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. The foregoing shall also apply if the Individual Contract contains any gap. Instead of the invalid or unfeasible provision, or in order to close the gap, a ruling shall apply, which, in so far as legally permissible, as closely as possible reflects the intentions of the Parties, had they considered the invalid or unenforceable provisions or the gap at the time of concluding the Individual Contract.

未经客户和/或供应商的授权代表书面签署，单个合同任何条款的修改、补充或放弃不具有有效性和约束力。为避免歧义，电子信件往来不足以被认为是该修改、补充或放弃的书面通知或文件。

No modification to, amendment of, or waiver of any provision of the Individual Contract including this clause will be effective and binding, unless it is made in writing and signed by an expressly authorized representative of the Customer and/or the Supplier. For the avoidance of doubt, electronic communication shall not be sufficiently qualified as written notice or document for such modifications, amendments or waiver.

- 15.4 单个合同受中华人民共和国（不包括台湾、香港和澳门）法律管辖并依其解释。

The Individual Contract shall be governed by and construed with the laws of People's Republic of China, excluding Taiwan, Hong Kong and Macau.

- 15.5 任何单个合同的争议应当提交客户所在地有管辖权的人民法院起诉解决。。

All disputes arising out of or in connection with the Individual Contract shall be resolved by filing a lawsuit with the competent court at the location of the customer.

- 15.6 供应商同意在争议期间将继续履行其在单个合同下的义务，包括但不限于关于单个合同是否有效或是否被撤销或终止的争议。

The Supplier agrees that it will continue to perform its obligations under the Individual Contract during any disputes between the Parties, including, without limitation, any disputes regarding whether the Individual Contract is validly and properly rescinded or terminated.

- 15.7 单个合同以中英文书就。如有不一致，以中文版本为准。

The Individual Contract shall be made in Chinese and English. In case of any discrepancies, the Chinese version shall prevail.

- 15.8 供应商在此声明并保证其有充分授权与能力来签单个合同。应客户要求，在签单个合同之前，客户应提交证明其具备充分授权与能力的文件。

The Supplier hereby represents and warrants that it has full corporate power and authority to enter into the Individual Contract. Prior to the conclusion of the Individual Contract and upon request of the Customer, the Supplier shall furnish the documentation proving its full corporate power and authority.

16 个人信息保护 **Personal information Protection**

- 16.1 供应商保证，在本采购通则下，根据约定处理或与我方共享的数据（包括个人信息）将遵守中国的数据保护法规，且在处理过程中不会侵害任何第三方的合法权益。若涉及个人信息处理，供应商应遵循合法性、正当性、必要性、目的限制、存储限制、数据最小化、诚信和透明性原则，并且仅用于履行本采购通则的目的。对于个人信息主体依法行使其权利或履行其义务的情况，供应商应提供必要的配合与便利。同时，供应商应采取必要的组织和技术措施，以保护个人信息主体的合法权益，并确保在数据处理过程中进行适当的记录。

The Supplier warrants that, under this Procurement General Terms, the data (including personal information) processed or shared with us in accordance with the agreement will comply with China's data protection regulations, and will not infringe upon the legitimate rights and interests of any third party during the processing. If personal information processing is involved, the Supplier shall adhere to the principles of legality, fairness, necessity, purpose limitation, storage limitation, data minimization, integrity, and transparency, and shall only be used for the purpose of fulfilling the objectives of this Procurement General Terms. In cases where the data subject exercises its rights or fulfills its obligations in accordance with the law, the Supplier shall provide necessary cooperation and convenience. At the same time, the Supplier shall take necessary organizational and technical security measures to protect the legitimate rights and interests of the data subjects and ensure appropriate records are kept during the data processing.

- 16.2 如果在本协议履行过程中，供应商需要代表我方处理任何个人信息，双方应另行签订数据委托处理协议。此外，我方有权根据双方实际业务情况和法律要求签署其他数据保护协议

（以上统称“数据协议”）。在我方提出此类要求时，供应商不得拒绝，应配合签署并执行其中的相关规定。数据协议（包括数据委托处理协议）为本协议不可分割的一部分，若数据协议的约定与本采购通则不一致的，以数据协议为准。

If, during the performance of this Agreement, the Supplier needs to process any personal information on our behalf, the parties shall enter into a separate Data Processing Agreement. In addition, we have the right to sign other data protection agreements (collectively referred to as "Data Agreements") based on the actual business situation and legal requirements between the parties. The Supplier shall not refuse when we make such requests and shall cooperate in signing and executing the relevant provisions. The Data

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Agreements (including Data Processing Agreements) are an integral part of this Agreement, and in the event of any inconsistency between the provisions of the Data Agreements and this Procurement General Terms, the Data Agreements shall prevail.

- 16.3 供应商应确保其能够向我方提供足够的证据，证明其遵守了与我方约定的技术和组织措施。 供应商可以通过出示最新的证书、报告或来自独立机构（如审计员、修订、数据保护官员、IT 安全部门、数据保护审计员、质量审计员）的报告摘要，或通过 IT 安全或数据保护审计 进行相关认证等方式，来提供证明。

The Supplier shall ensure that it can provide us with sufficient evidence to prove its compliance with the technical and organizational measures agreed upon with us. The Supplier may provide proof by presenting the latest certificates, reports, or summaries of reports from independent bodies (such as auditors, revisers, data protection officers, IT security departments, data protection auditors, quality auditors), or through certifications related to IT security or data protection audits.

- 16.4 未经我方事先特别或一般书面授权，供应商不得引入任何其他分包商处理我方的个人信息（"分包商"）。 如果分包商参与处理我方的个人数据，必须满足以下要求：

Without our prior specific or general written authorization, the Supplier shall not introduce any other subcontractors to process our personal information ("Subcontractor"). If a subcontractor is involved in processing our personal data, the following requirements must be met:

- a) 供应商应仔细选择分包商，并在分包前核实后者能够遵守我方与供应商之间的协议。

The Supplier shall carefully select the Subcontractor and verify its ability to comply with the agreement between us and the Supplier before subcontracting.

- b) 供应商应确保其与分包商合同项下对分包商约定与本采购通则或我方的数据处理协议相同的数据保护义务，尤其是，分包商必须保证提供适当的技术和组织措施。

The Supplier shall ensure that its contract with the Subcontractor imposes the same data protection obligations on the Subcontractor as those in this Procurement General Terms or our data processing agreement, particularly that the Subcontractor must ensure appropriate technical and organizational measures are in place.

- c) 一旦分包，我方必须被授予对分包商的充分的控制和检查权。这也包括经书面要求，在必要情况下我方有权根据书面要求从供应商处通过检查相关文件的方式获得信息，获得与依照数据保护法履行相关义务相关的，供应商和分包商协议中的重要条款。

Once subcontracted, we must be granted sufficient control and inspection rights over the Subcontractor. This also includes, upon written request, our right to obtain information from the Supplier by inspecting relevant documents as necessary, to obtain important terms in the agreement between the Supplier and the Subcontractor that relate to the fulfillment of obligations under data protection law.

- 16.5 供应商确认，我方为实现供应商管理的目的，会将供应商联系人的联系信息（包括但不限于姓名、职位、工作邮件地址、电话号码、业务关系和角色）存储于境外的数据中心。个人信息主要用于我们对供应商主数据的维护，为采购业务流程提供支持，以实现对其的统一管理。

The Supplier acknowledges that, for the purpose of managing the Supplier, we will store the contact information of the Supplier's contacts (including but not limited to name, position, work email address, telephone number, business relationships, and roles) in data centers located outside of the country. Personal information is primarily used for the maintenance of our master data regarding the Supplier, to support the procurement business processes, and to achieve unified management of the Supplier.

- 16.6 供应商确认，为实现本采购通则之目的而向我方共享的供应商人员个人信息以及涉及第三方权利人（以下简称“第三方权利人”）合法权益的个人信息，均真实有效。供应商同意我方为履行本采购通则之目的而处理供应商共享的个人信息。若供应商不是个人信息主体本人，供应商承诺已依法获得处理个人信息的合法性基础，有权处理第三方权利人拥有合法权益的其他个人信息。若我方提出要求，供应商应提供其具备合法性基础的证明文件。供应商承诺，违反数据保护相关约定将构成根本性违约。

The Supplier confirms that the personal information of the Supplier's personnel shared with us for the purpose of this Procurement General Terms, as well as personal information involving the legitimate rights and interests of third-party right holders (hereinafter referred to as "Third-Party Right Holders"), is true and valid. The Supplier agrees that we may process the personal information shared by the Supplier for the purpose of fulfilling the objectives of this Procurement General Terms. If the Supplier is not the data subject, the Supplier warrants that it has legally obtained the legal basis for processing personal information and has the right to process other personal information owned by Third-Party Right Holders with legitimate rights and interests. If we request, the Supplier shall provide proof of its legal basis. The Supplier undertakes that a breach of data protection agreements will constitute a fundamental breach of contract.

- 16.7 我方将依法采取必要的安全技术措施来保护供应商共享的个人信息，但供应商理解并确认，由于网络安全技术的限制、黑客攻击、电脑病毒、政府管制等非我方能控制的因素，供应商根据本采购通则提供的个人信息可能面临不可预见的安全风险。若发生安全事件，供应商应与我方积极合作，以减轻或避免此类事件对个人信息的不良影响。非因我方过错导致安全事件的，不视为我方违约。在这种情况下，若第三方权利人向我方提出任何主张，供应商应负责参与处理，若我方因第三方权利人的主张而遭受任何经济损失或法律责任，供应商应全额赔偿，法律法规另有规定的除外。

We will take necessary security technical measures to protect the personal information shared by the Supplier in accordance with the law, but the Supplier understands and confirms that, due to the limitations of network security technology, hacker attacks, computer viruses, government regulations, and other factors beyond our control, the personal information provided by the Supplier under this Procurement General Terms may face unforeseeable security risks. In the event of a security incident, the Supplier shall actively cooperate with us to mitigate or avoid the adverse effects of such incidents on personal information. If a security incident occurs not due to our fault, it shall not be considered a breach of our contract. In such cases, if Third-Party Right Holders make any claims against us, the Supplier shall be responsible for handling them, and if we suffer any economic losses or legal liabilities due to the claims of Third-Party Right Holders, the Supplier shall fully compensate us, unless otherwise provided by laws and regulations.

ESH POLICY 政策

我们调和人类利益、环境问题和企业利益。

We reconcile human interests, environmental concerns and corporate interests.

环境、安全和健康保护（ESH*）是我们企业文化的基本要素。

Environment, Safety and Health Protection (ESH*) are essential elements of our corporate culture.

- › 我们遵守法律义务和内部要求，并考虑所有风险和机遇。同时，我们也会考虑到利益相关者的权益。

We comply with legal obligations and internal requirements with taking into account all risks and opportunities. Meanwhile we also consider the interests of our stakeholders.

- › 我们开发的工艺和产品在整个产品生命周期对可持续环境保护作出重大贡献，尤其是在减缓气候变化方面。

We develop processes and products that are making a major contribution to sustainable environmental protection – in particular to climate-change mitigation – over the complete product life cycle.

- › 我们节约资源，防止土壤、空气、水和废弃物污染，并减少能源、水、原材料和操作材料的消耗。

We conserve resources and prevent pollutions such as emissions to soil, air, water and wastes, as well as reduce the consumption of energy, water, raw materials and operation materials.

- › 我们采取预防措施，消除危害，降低风险，并保护公司所有员工免受事故和工作相关疾病的伤害。我们会征求员工及其代表的意见，并让他们参与其中。

We undertake preventative measures, eliminate hazards and reduce risks and protect all persons in our company from accidents and work-related illnesses. Our employees and their representatives are consulted and participate.

- › 我们积极促进员工的健康。

We actively foster the health of our employees.

- › 我们进行业务应急管理，以避免对人员、财产和环境造成伤害。

We conduct operational emergency management to avoid injuries to people, property and the environment.

- › 我们对员工进行安全作业和环保方面的培训、教育和激励。

We train, inform, and motivate our employees to behave safely and with concern for the environment.

- › 我们在供应链中提倡可持续行动。

We promote sustainable actions within our supply chains.

- › 我们定期发布环境、安全和健康相关报告。

We report regularly on ESH relevant topics.

- › 我们按照国际标准维持 ESH 体系，定期审查要求的执行情况，并积极推动持续改进。

We maintain ESH management systems in accordance with international standards, regularly review the implementation of the requirements and promote continual improvement actively.

我们公司的所有员工都有义务遵守这些 ESH 标准并积极参与。

All persons working for our corporation are obliged to follow these ESH standards and to actively participate.

外部公司的安全和环境法规

Safety and environmental regulations for external companies

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导 言

Introduction

作为一家全球性的技术公司，我们认为履行社会义务、保护员工生命健康以及保护环境尤为重要。我们已经协调配合员工及相关监管机构制定大量的内部工作指导和行为规范，向他们证明了这一点。

As a global acting technology company, we feel it is especially important to fulfill our social obligations to protect the life and health of our employees and to protect the environment. Numerous internal work instructions and behavioral codes have proven this to our employees and to the supervisory authorities responsible for us, with whom we have coordinated these instructions and codes.

为确保外部公司在我方作业场所工作过程的顺利性、零事故及环保性，维护我方内部安全标准并且防止出现不良情况，必须遵守以下规定。

In order to ensure smooth, accident-free and environment-friendly work processes from external companies on our premises, to maintain our internal safety standards and to prevent bad examples, the following regulations have to be complied with.

1. 概 述 General

这些规定包括适用于代表欧屹集团（缔约方）在公司作业场所或分支机构开展工作的所有承包商

（承包商）的规则。承包商必须指示并责成其员工及任何分包商遵守这些条件。

These regulations include rules for all contractors (**contractor**) who carry out work on behalf of OESL (**contracting party**) on company premises or in branches. The contractor must instruct and oblige his employees and any subcontractors to comply with these conditions.

只可按照法律和内部规范在公司作业场所实施工作。承包商有义务注意并遵守适用于承包商任务的规范，例如：

Work may only be carried out on the company premises within the framework of the legal and in-house specifications. The contractor is obliged to note and comply with the specifications that apply for the contractor's task, such as:

- 职业安全，包括通用安全相关标准以及职业健康标准（其中包括同时适用于承包商和缔约方的雇主责任保险条例）；

Occupational safety, including the generally accepted safety-related and occupational health standards (which include the employer's liability insurance regulations that apply both to the contractor and the contracting party)

- 环境保护，特别是污染控制、水、废弃物和土壤保护法案。应考虑其他场地特定规定。

Environmental protection, particularly pollution control, water, waste and soil protection acts. Other site-specific regulations shall be taken into account.

承包商须（根据工作范围）指定一名或多名代表，作为履行合同的联络人。这些代表必须始终具备适当的资格，确保承包商雇佣人员的技术和人事管理，并进行即时监督。缔约方应指定一名外部公司协调员，该协调员有权在违反这些规范时下令停止工作，直至纠正错误，并有权禁止违规人员参与后续活动。

The contractor has to appoint one or more **representatives** (depending on the scope of work) as contact persons for carrying out the contract. These representatives must be suitably qualified and they must ensure technical and personnel management of the staff employed by the contractor, as well as immediate supervision, at all times. The contracting party shall appoint an **external company coordinator**, who is authorized amongst others to order cessation of works in the event of violation of these specifications, until the fault is remedied, and who is authorized to exclude the offending employees from further activities.

承包商必须确保对其工作人员进行所有必要的指示和职业健康检查，并确保他们具备实施特定活动所需的必要资格。

The contractor has to ensure that all the necessary instructions and occupational health screening examinations are carried out for the personnel used and that the necessary qualifications are present for the specific activities to be carried out.

缔约方有权检查是否遵守这些安全指示和规定，并在承包商个别员工屡次违规或严重违规情况下，拒绝该等员工进入公司作业场所。由此造成的延误以及完成合同所需的费用必须由承包商承担。

The contracting party reserves the right to check compliance with these safety instructions and regulations and to deny entry onto the company premises for individual employees of the contractor, in the event of repeated or serious violations. Resultant delays and costs in completing the contract have to be covered by the contractor.

1.1. 介质供应 **Media supply**

应在开始工作之前，及时将工作所需介质（例如：压缩空气、水、现场电力等）上报欧屹集团相关专业部门。

Media required for the work (e.g. compressed air, water, on-site power) shall be reported to the responsible specialist department of OESL in good time before the start of work.

1.2. 墙洞和天花板开孔 **Wall and ceiling openings**

如果打开墙洞或天花板开孔或者新开孔洞，应在完成工作之后，与外部公司协调员协商再次适当封堵。

If wall or ceiling openings are opened or new ones created, these shall be properly closed again after the completion of the work, in consultation with the external company coordinator.

1.3. 施工现场设施 **Construction site facilities**

应与外部公司协调员协商确定施工现场设施所需的空間（集装箱、现场临时工棚、材料堆场）。

Spaces for construction site facilities (containers, site huts, material storage locations) shall be coordinated with the external company coordinator.

1.4. 完成施工和装配工作 **Completion of the construction and assembly work**

应将工作场地或施工现场始终保持在清洁状态，并应在完成工作后进行充分清理和安全防护。

The work or construction site shall always be kept in a clean state and shall be fully cleared and secured after completion of the work.

1.5. IT 安全 **IT security**

如果要将 IT 系统带入现场，承包商应在工作开始前与外部公司协调员进行协调。缔约方的标准规定适用于此。

If IT systems are to be brought onto site, the contractor shall coordinate this before work starts with the external company coordinator. The contracting party's standard regulations apply here.

禁止使用缔约方的 IT 基础设施，或禁止将承包商的 IT 系统与缔约方的 IT 基础设施相连接。但是，如果为了实施工作必须这样做，承包商应提前向外部公司协调员报告。外部公司协调员应与现场负责信息安全的各方讨论可行性。如想要使用 WLAN 或蓝牙设备，也需提前协调。

The use of the contracting party's IT infrastructure, or the linking of the contractor's IT systems into the contracting party's IT infrastructure, is prohibited. If, however, this is necessary in order to carry out the work, the contractor shall report this in advance to the external company coordinator. The external company coordinator shall discuss the possibilities with the parties responsible for information security on site. The use of WLAN or Bluetooth devices shall also be coordinated in advance.

2. 工厂安全 **Plant security**

2.1. 访问授权 **Access authorization**

人员和物品（尤其是车辆）均应接受缔约方的标准进出检查。

Persons and objects, particularly vehicles, shall be subjected to the contracting party's standard entry and exit checks.

禁止传递发放的访问授权或钥匙，包括为第三方开门允许第三方进入现场。在完成工作后或在工 作结束时，应将发放的访问授权或钥匙交还给缔约方。

The passing on of access authorization or keys issued, including enabling third parties to enter the site by opening doors for them, is prohibited. Access authorization or keys issued shall be returned to the contracting party after the work is completed or at the end of the day.

2.2. 进入操作区域 Entering operating areas

只要在为实施待办工作需要时，方可进入操作区域。在这些区域工作时，应遵守当地适用的法规。应由外部公司协调员或欧屹集团联系人负责执行这些法规的指导。

Operating areas may only be entered if it is necessary to carry out the work that is to be performed. In the event of work in these areas, the locally applicable regulations shall be observed. Instruction in these regulations shall be carried out by the external company coordinator or the OESL contact person.

2.3. 在工作时间之外工作 Working out of opening hours

工作时间需在现场规定并公布。如需在非工作时间实施任何工作，应与缔约方进行协调。必须确 保遵守有关工作时间的法律，且承包商应负责遵守该等法律。

Opening hours are specified and published by the site. Work that is performed off-time these opening hours shall always be coordinated with the contracting party. Compliance with legislation on working hours has to be ensured and is in responsibility of the contractor.

如需在周日和公共假日工作，承包商必须取得主管当局的特别许可。一经要求，应将该许可的副 本交给缔约方。

Special permissions from authorities for work on Sundays and public holidays have to be procured by the contractor. A copy of this permission has to be delivered to the contracting party on request.

2.4. 交 通 Traffic

道路交通规则适用于公司作业场所、施工现场和停车场。地面输送机（例如：叉车）优先于工厂 作业场所内的所有其他车辆。

The road traffic regulations apply on the company premises, on construction sites and on parking areas. Ground conveyors (e.g. forklifts) have priority over all other vehicles on the plant premises.

每个人均应谨慎驾驶。必须遵守最高速度要求。必须避免对现场交通造成任何形式的阻碍。消防 通道必须保持畅通，不得有任何例外。不允许在消防栓、入口、大门或类似瓶颈前停车。

Each person shall behave carefully and considerately. Maximum speeds have to be observed.

Any type of obstruction to on-site traffic shall be avoided, without fail. Access routes for the fire services must be kept clear, with no exceptions. Parking in front of hydrants, entrances, gates or similar bottlenecks is not allowed.

2.5. 禁止 Prohibitions

为维护秩序和安全，禁止在公司作业场所从事下列活动：

In the interests of order and security, the following activities are banned on the company premises:

- 在酒精或毒品的影响下进入公司作业场所；

Entering the company premises under the influence of alcohol or drugs

- 未经同意复印、复制或绘制公司文件，特别是操作系统的照片；

Making copies, replicas or drawings of company documents, particularly photos of operating systems, without consent

- 未经访问授权将第三方带入现场；

Bringing third parties onto the site without access authorization

- 拆除或更换防护设备或装置。

Removing or changing protective equipment or installation.

如果紧急需要暂时拆除防护设备或装置，则必须事先征得缔约方的同意，并以另一种方式保护该区域。

If it is urgently necessary to temporarily remove protective equipment or installation, the contracting party's consent has to be sought in advance and the area has to be secured in another manner.

- 只允许在标示区域内吸烟。

Smoking is only permitted within the marked areas.

2.6. 逃生路线和紧急服务通道 Escape routes and access routes for emergency services

承包商的雇员应由其上级/主管告知应急服务的逃生路线和通道。可在现场获得必要信息。

The contractor's employees shall be informed of the escape routes and access routes for the emergency services by their superiors/supervisors. The necessary information is available on site.

2.7. 损害 Damage

一旦欧屹集团的设施发生损坏或中断，应立即报告外部公司协调员或欧屹集团联系人。

Damage and disruptions to OESL facilities shall be reported immediately to the external company coordinator or the OESL contact person.

3. 职业安全 Occupational safety

3.1. 安全防护的一般义务 General obligations to safeguard against hazards

除了劳动法之外，各承包商均有义务遵守《安全防护的一般义务》。这是指每个人都必须确保工作环境没有危险，或将任何危险降至最低并加以保护（例如：在进行挖掘时、在安装机器或设备时）。

承包商负责按照规定保护整个部署区域。承包商应持续确保所有覆盖物和障碍物处于适当状态。

In addition to the labor legislation each contractor is obliged to comply with the “general obligations to safe-guard against hazards”. This means that each person must ensure that no hazards occur in his or her working environment, or that any hazards are minimized and safeguarded (e.g. in case of excavations, when installing machines or plants, etc.).

The contractor is responsible for safeguarding the entire area of a deployment, in accordance with the regulations. The contractor shall continuously ensure that all the covers and barriers are in proper condition.

3.2. 工具、机器和设备 Tools, machines and devices

工具、机器和设备只有在处于正常工作状态并符合有关安全规定时方可使用。应按预期正确使用。

Tools, machines and devices may only be used if they are in proper working condition and correspond to the relevant safety regulations. Proper use as intended shall be assumed.

3.3. 欧屹集团的内部设备、机器和设施 OESL's in-house devices, machines and facilities

只有在外部公司协调员/缔约方同意的情况下，方可使用属于缔约方的内部设备、机器和设施（例如：地面输送机、钻机、升降平台、起重机）。

In-house devices, machines and facilities belonging to the contracting party (e.g. ground conveyors, drills, lifting platforms, cranes) may only be used with the consent of the external company coordinator/contracting party.

3.4. 电气系统 Electrical systems

对现有电路或配电设备的干预只能由缔约方的负责人专家进行。这应与外部公司协调员协调。

“5 条安全规则”始终适用于电气系统或附近的所有工作。

根据这些规则，在开放或未受保护的带电部件附近工作时，应在断电或安装有效的接触保护后实施工作。带电部件上的工作只可在特殊情况下按照替代保护措施进行。

Intervention in the existing circuitry or distributor equipment may only be carried out by the contracting party's responsible specialists. This shall be coordinated with the external company coordinator.

The "5 safety rules" always apply for all work on or in the vicinity of electrical systems.

According to these rules, work in the vicinity of open or unprotected live parts shall be carried out after switching these parts off or installing an effective protection against contact. Work on live parts may only be carried out in exceptional cases and in compliance with alternative protective measures.

3.5. 安全标签 Safety labeling

应当始终遵守各操作区域内的禁止标志、警告标志、指示标志、紧急服务标志等，不得拆除。

Prohibition signs, warning signs, instruction signs, emergency services signs, etc. in the individual operating areas shall always be observed and may not be removed.

3.6. 交通及逃生路线 Traffic and escape routes

必须保持所有交通、紧急服务和逃生路线畅通

。

All traffic, emergency services and escape routes have to be kept clear.

3.7. 使用梯子和脚手架 Use of ladders and scaffolding

只能使用处于适当工作状态并符合适用安全规定的梯子和脚手架。只能按预期使用梯子和脚手架

。

Only ladders and scaffolding that are in proper working condition and that meet the applicable safety regulations may be used. These may only be used as intended.

3.8. 高空作业 Work places at heights

在脚手架、屋顶及其他工作地点工作时，承包商必须确保不会因坠物而造成危险，也不会有人从高处坠落。如果需要使用安全绳索，必须用安全带确保员工不会坠落。只有在外部公司协调员同意的情况下，才允许在屋顶行走和安装（材料、机器）。切勿在顶棚灯上行走。

In the event of work on scaffolding and roofs, and for other work places, the contractor has to ensure that there is no danger caused by falling objects and that there is no danger of a person falling from height. If safety cables and ropes are required, employees must be secured against falling with safety harnesses. Walking on roofs and loading on roofs (material, machines) are only allowed if the external company coordinator has agreed to it. Dome lights must never be walked on.

3.9. “特别危险的工作” “Particularly dangerous work”

如需进行特别危险的工作，例如：挖掘机和土方工程、在密闭空间工作、在架空线路附近工作、在工作中使用石棉等，均应由外部公司协调员单独批准。

Particularly dangerous work, such as digger and earth-moving work, working in confined spaces, working in the vicinity of overhead lines or working with asbestos, requires individual approval by the external company coordinator in each case.

3.10.个人防护装备 **Personal protection equipment**

承包商必须向所有在缔约方作业场所工作的员工提供一切必要的个人防护装备，并必须确保按规定方式使用这些装备。

The contractor has to provide all its employees working on the contracting party's premises with all the necessary personal protection equipment and has to ensure that the equipment is used as specified.

3.11.防静电安全设备 **ESD safety equipment**

我们加工的半导体元件和电路特别容易产生静电放电（ESD）。在某些生产区域、实验室或测试区域，因高电压建立和后续放电会产生严重风险。这些区域被标识为“防静电保护区”。承包商员工必须遵守的特殊规定适用于此。进入防静电保护区的人员必须按照 DIN EN 61340-5-1 规定穿着规定的防护服、带电工作服和导电防静电安全鞋。现场可提供防静电工作服。

Semiconductor elements and circuits processed by us are particularly prone to electrostatic discharge (ESD).

In certain sections of our production, laboratories or test areas, a serious risk is generated by the build up of high voltages and subsequent discharging. These areas are identified and marked as “ESD protection zones”. Special regulations apply here which the contractor's employees must comply with. Persons who enter the ESD area must wear the specified protective clothing, on-chargeable overalls and conductive ESD shoes, as per DIN EN 61340-5-1. ESD overalls can be provided on site.

4.环境保护 **Environmental protection**

4.1.概述 **General**

在进行指定工作时，必须遵守所有环境法规。

When carrying out the assigned work, all the environmental legislation has to be observed.

4.2.处理对水有害的材料 **Handling materials that are harmful to water**

承包商必须确保对水有害的物质不能渗入土壤、地下水或污水系统。承包商工作区域的地漏和人孔盖必须用箔纸完全覆盖并密封。

The contractor has to ensure that no materials that are harmful to water can permeate into soil, groundwater or sewage system. Floor drains and manhole covers in the contractor's working area must be completely covered with foil and sealed.

只有在与外部公司协调员和 ESH 经理/ESH 协调员协商后，方可储存对水有害的材料。可在对水有害的材料上加贴 GHS 符号 09“环境”和关于水生毒性的危险性说明。

Materials that are harmful to water may only be stored in consultation with the external company coordinator and ESH manager / ESH coordinator. Materials that are harmful to water may be labeled with the GHS- symbol 09 “Environment” and a hazard statement regarding aquatic toxicity.

4.3. 废弃物处理 **Disposal of waste**

要求承包商在与外部公司协调员和 ESH 经理/ESH 协调员协商后，按照当地要求处理废弃物。对于改造项目以及/或者如需处理大量废弃物，必须连同当地 ESH 经理说明相关程序。

The contractor is required to dispose waste according to the local requirements and according consultation with the external company coordinator and ESH manager / ESH coordinator. In case of rebuilding and/or high amounts of waste disposal the proceeding must be clarified with the local ESH manager.

4.4. 废水排放 **Discharging waste water**

材料或废水只有在与外部公司协调员和 ESH 经理/ESH 协调员协商后，方可排放到下水道系统。

Materials or waste water may only be discharged into the sewer system in consultation with the external company coordinator and ESH manager / ESH coordinator.

4.5. 能源效率 **Energy efficiency**

要求承包商在实施作业时遵守能源效率，并在合适时提交节能建议。

The contractor is required to observe energy efficiency during performance of his work and, where applicable, to submit proposals for energy saving.

5. 有害物质 **Hazardous materials**

5.1. 使用有害物质 **Use of hazardous materials**

必须在开始工作之前指明承包商将在现场使用的有害物质，并将相关最新（不超过 3 年）材料安全数据表提交给缔约方/外部公司协调员/ESH 经理/ESH 协调员。这也适用于在履行合同期间发生有害物质变化的情况。

在员工开始工作之前，承包商必须按照有害物质的要求对员工进行指导。

Hazardous materials to be used by the contractor at the site have to be specified before start of work and the associated, up-to-date (not older than 3 years) material safety data sheets are to be presented to the contracting party/external company coordinator / ESH manager / ESH coordinator. This also applies in the event of changing hazardous materials during the execution of the contract.

The contractor has to instruct its employees in accordance with the requirements of the Hazardous Substances, before the employees begin work.

5.2. 易燃液体 **Combustible liquids**

在处理易燃液体时，必须避免所有可能的点火源。被易燃液体浸湿的地板布和清洁布等应装入加贴标签的不可燃密封容器内，按危险废弃物处置。

在爆炸危险区，特殊现场规定应适用。

When handling combustible liquids, all possible sources of ignition have to be avoided. Floor cloths, cleaning cloths, etc. soaked in combustible liquids are to be collected in sealed, non-combustible and labeled containers and shall be disposed of as hazardous waste.

In the case of explosive areas, special site regulations apply.

5.3. 储存/贴标签 **Storage / labeling**

只可在工作站提供工作进度所需数量的有害物质。储存场所应与外部公司协调员和 ESH 经理/ESH 协调员协商确定。危险物质只能倒入合适的密封容器中。所有容器都必须加贴适当的标签。

Hazardous materials shall only be provided at the workstation in the quantities that are necessary for the progress of the work. Storage places shall be coordinated with the external company coordinator and ESH manager / ESH coordinator. Hazardous materials may only be decanted into suitable, sealed containers. All containers must be properly labeled.

6. 动火作业 **Hot work**

6.1. 动火作业许可 **Approval for hot work**

在进行易燃工作（焊接、分割、研磨、锡焊、热风机作业、热焊接等）之前，必须首先取得动火作业许可证。承包商应与外部公司协调员一起确定安全措施，并将其记录在相关动火作业许可证中。

Before carrying out flammable work (welding, splitting, grinding, soldering, hot blower work, hot welding, etc.), a **permit for hot work** must first be issued, in each individual case. The contractor shall specify safety measures together with the external company coordinator and document these in the associated **permit for hot work**.

6.2. 使用气瓶 **Use of gas bottles**

气瓶必须按照规范正确放置和存放。不允许储存在屋顶上。必须定期检查焊接设备和阀门。移动式焊接设备必须配备手动灭火器。

Gas bottles must be properly positioned and stored, as per specification. Storage on roofs is not permitted. Welding equipment and valves must be checked at regular intervals. Mobile welding equipment must be equipped with a manual fire extinguisher.

7. 应急程序 **Emergency procedures**

7.1. 报告紧急情况 **Reporting an emergency**

发现紧急情况（工作事故、环境危害等）的任何人士均有义务立即上报。紧急电话号码包含在本地安全指南（报警计划）中，并应在开工前提供给承包商。

这并不影响承包商正式事故报告相关的内部条件。

Any person who observes an emergency (work accident, damage with environmental hazards, etc.) is obliged to report it without delay. The emergency phone numbers are included in the local safety guidelines (**alarm plan**) and shall be provided to the contractor before the start of work.

This does not affect the contractor's in-house conditions concerning official reporting of accidents.

7.2. 公司医疗中心 **Company medical center**

如果在施工或组装现场发生事故，外部公司的员工也可使用公司医疗中心（如果现场有的话）。

If an accident occurs on a construction or assembly site the employees of external companies may also use the company medical center, if there is one at the site.