

购买货物和/或服务的一般条款General Terms and Conditions of Purchase of Goods and/or Services

(BMBS 供应商适用 Applicable for BMBS-Suppliers

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)

1. 陈述和保证

REPRESENTATIONS AND WARRANTIES

供应商在此向买方陈述并保证如下：

The Supplier hereby represents and warrants to the Purchasers that:

- a) 其是一家根据其注册地法律合法成立并有效存续的公司；
it is a company duly registered and validly existing under the laws of the jurisdiction where it is registered;
- b) 其是一个独立的法人实体，能够提起诉讼、被诉并可与其它任何方建立有约束力的合同关系；
it is an independent legal entity capable of suing, being sued and entering into contractual relationship binding on itself with any other party;
- c) 其已完成或取得签署和履行本合同所有必要的和适用的公司内部授权程序、政府许可和批准或第三方同意；
it has taken all corporate actions and has obtained all government consents and approvals or third party consents, to the extent applicable, for its execution and performance of this Contract;
- d) 其签署和履行本合同不违反任何适用的法律、其组织文件或其作为合同一方或受其约束的任何合同；
its execution and performance of this Contract does not and will not violate any applicable laws, its organizational document, or any agreement to which it is a party or is binding by;
- e) 本合同构成对其合法、有效和约束力的义务，并可根据本合同的条款和条件对其强制执行；以及
this Contract constitute its legal, valid and binding obligations, and is enforceable against it in accordance with the terms and conditions hereunder; and
- f) 就货物而言，供应商承诺其是其所提供的货物的唯一合法所有人并拥有处分该等物品的权利。该等货物和物品上不存在抵押、质押或任何其他权利负担；亦不涉及任何争议、仲裁、诉讼或行政程序。
for purchase of Goods, it is the sole legal owner of the Goods provided by it and has the full disposition right to such Goods; and the Goods is free of any mortgage, pledge or any other encumbrance; and is free of any dispute, arbitration, litigation or administrative procedure.
- g) 根据买方要求，供应商应将诸如营业执照、税务登记证以及必要证件在内的所有相关法律文件的复印件提供给买方。
The Supplier shall handover copies of all relevant legal documents to Purchasers including but not limited to business license, tax registration and necessary certificates, if requested by Purchasers.

2. 采购合同，条款和条件的接受

PURCHASE Contract, ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1. 通过接受采购合同和/或进行其项下的履行，供应商同意完全遵守本合同的内容。除非经买方书面同意，否则供应商提议的与本合同不一致或在此之外的任何条款和条件均无效。

By accepting the Purchase Contract, and/or performing hereunder, the Supplier agrees to fully comply with this Contract. Any terms and conditions proposed by the Supplier which are inconsistent with or in addition this Contract are void unless otherwise agreed to in writing by Purchasers.

- 2.2. 买方接受本合同项下的货物和/或服务不构成对供应商的条款和条件（如有）的接受或同意。非经买方事先书面同意，供应商在任何时间对本合同的任何条款提出的任何保留均无效。

Acceptance by Purchasers of the Goods and/or Services delivered under this Contract shall not constitute the acceptance or agreement to the Supplier's terms and conditions, if any. Without the prior written consent of the Purchasers, any reservation to any provision provided herein proposed by the Supplier at any time is void.

- 2.3 该采购合同及相关合同附件均具有法律效力，任何一方不得对该采购合同及合同附件作出任何不利解释的条款。 All contents described below are supplementary to the Purchase Contract with validity, which form an integral part of the contract. Any party shall not make any provision that harms the interpretation of this Purchase Contract and all related documents attached.

3. 交付日期和交付地点

DELIVERY DATE AND PLACE

- 3.1. 供应商认识到在履行本合同中，时间是合同的根本条款；供应商应严格按照本合同中规定的时间或交付地点交付货物和/或服务。

The Supplier acknowledges that time is of the essence in the performance of this Contract, and the Supplier shall deliver the Goods and/or Services in strict adherence to the delivery date or schedules set forth in this Contract.

- 3.2. 供应商同意在可行的最短时间内就采购合同交付时间的延迟及其原因通知买方。

The Supplier agrees to advise Purchasers, as soon as practicable, of any delay in meeting the delivery schedules and the reason therefore.

- 3.3. 若供应商未能于交付日期交付货物和/或服务（不可抗力引起的延迟除外），供应商将负责赔偿买方因该等延迟而遭受的损失；并且在该等情况下，买方可以自行决定接受修改的交付时间表，或者因供应商的该等违约取消采购合同。供应商同意在延迟交付货物和/或服务的情况下，每延迟一周（不足一周的以一周计算），向买方交纳延迟货物价值和/或服务的服务费总额（视情形而定）的百分之一（1%）的违约金，直至全部货物和/或服务交付或提供完毕。

If the Supplier fails to deliver the Goods and/or Services on the delivery dates (force majeure delays excluded), the Supplier will be liable for any damages caused to Purchasers as a result of such delay; and in that event, Purchasers may, in its sole discretion, either accept a revised delivery schedule, or cancel the Purchase Contract for default. The Supplier agrees to pay to Purchasers liquidated damages in the amount of one percent (1%) of the delayed Goods' value and/or the total service fees payable for the Services, as the case may be, per week (delay term less than one week shall be deemed as one week) in the event of late delivery of Goods and/or Services until the Goods and/or Services are delivered or provided in its entirety.

- 3.4. 在任何情况下，买方接受没有严格遵守交付时间表的延迟交货不构成买方对其根据本合同、本合同和适用的中国法律法规所享有的任何权利（包括但不限于要求供应商支付违约金的权利）的放弃。

Acceptance of late deliveries not in strict conformance with the delivery schedules shall in no event constitute a waiver of any rights and remedies available to the Purchasers under this Contract, this Contract and applicable PRC laws and regulations (including but not limited to the rights of claiming for liquidated damages) thereof by Purchasers.

- 3.5. 在买方取消了采购合同并自第三方购买替代货品和/或接受第三方提供服务的情形下，供应商应承担因此导致的合理的额外费用，包括价格差异（如有）。

In case the Purchase Contract is rescinded by Purchasers who then purchases substitute products and/or services from a third party, the Supplier shall bear the reasonable additional costs including the price difference (if any).

- 3.6. 所有货物和/或服务必须在采购合同中确定的交付地点交付。如果未能将货物交付至指定地点，供应商除应承担本合同项下其应承担的其他义务和责任外，还应承担将货物交付至正确地点所产生的额外费用。

All Goods and/or Services shall be delivered at the place specified in the Purchase contract. If the Goods are not delivered to the provided place, the Supplier shall be responsible for the additional cost of delivering the Goods to the right place in addition to other obligations and liabilities under this Contract.

4. 质量 QUALITY

- 4.1. 供应商提供的所有货物应符合采购合同中所述的标准和规格；提供的服务应符合采购合同中所列明的服务的要求和标准。提供的货物和/或服务亦应符合中华人民共和国（“中国”）国家和/或行业标准（如果存在该等标准）。All Goods supplied shall conform to the standards and specifications described in the Purchase Contract, and all Services supplied shall conform to the requirements and standards of the Services described in the Purchase Contract. The Goods and/or Services supplied shall also meet the national and/or industry standards of the People's Republic of China if such standards exist.
- 4.2. 买方可以不时在其发出的采购合同中就货物的标准和规格和/或服务的要求和标准提出偏离；如果该等偏离经供应商确认，则对各方均有约束力。
Purchasers may request deviations from the “standards and specifications” of Goods, and/or “requirements, and standards” of Services described in the Purchase Contract from time to time; and if such deviations are confirmed by the Supplier, the deviations shall be binding on the Parties.
- 4.3. 若供应商提供的货物和/或服务不符合上述标准和/或各方确认的偏离，买方可部分或全部拒绝接收；同时，买方将保留就因该等未能达到合同标准和规格的货物和/或服务而导致的额外费用和损失向供应商求偿的权利。
If the Goods and/or Services fail to reach the above standards and/or the confirmed deviations, each Purchaser has the right to reject all or part of such substandard Goods and/or Services; meanwhile, the Purchaser shall reserve the rights to claim against the Supplier for additional costs and damages caused by such Goods and/or Services not meeting contractual standard and specification.

5. 购买货物的具体条款条件 SPECIFIC TERMS AND CONDITIONS FOR PURCHASE OF GOODS

5.1. 包装和运输

Package and transportation

- a) 除非各方另有其他约定，否则运输费用由供应商承担。如果各方约定由买方承担运输费用，供应商应预付该费用并且就此向买方提供单独的发票。
Unless otherwise mutually agreed by the Parties, transportation costs shall be borne by the Supplier. In case the Purchasers shall bear the transportation costs, the costs shall be prepaid and separately invoiced to Purchasers by the Supplier.
- b) 各方约定由买方承担运输费用的情况下，除非买方明确要求以某种运输方式运输，否则供应商应以最经济且安全的方式组织运输；并且，非经买方事先书面授权，供应商不应以买方的费用购买保险或附加额外的运输费用。
If the Parties mutually agree that the transportation costs shall be borne by the Purchasers, except that the Purchasers explicitly require certain transportation mode, the Supplier should arrange the transportation in the most economic and safe mode; no insurance fee or additional transportation cost shall be spent at the Purchasers' cost unless otherwise authorized by the Purchasers in writing.

- c) 各方约定由买方承担运输费用的情况下，未遵循买方的明确要求或6.1(b)条的要求而引发的额外费用应由供应商承担。若买方合理预计以最经济且安全的运输方式供应商无法按时将货物交付买方，且该等不能按时交付并非因买方过错导致，则买方可要求供应商以可用的最快方式发运，因此产生的额外运输费用由供应商承担。

Under the circumstance that the Parties agree that the transportation costs shall be borne by the Purchasers, the cost caused by the Supplier's failure to comply with the explicit requirement of the Purchasers or the requirements in 6.1(b) shall be borne by the Supplier. If the Purchasers reasonably believe that the delivery of Goods will be delayed if the Goods are transported in the most economic and safe mode, and such delay is not due to the Purchasers' fault, then the Purchasers is entitled to require shipment in the fastest means available and the additional cost so incurred shall be borne by the Supplier.

- d) 供应商应负责根据适用的法律和良好的商业惯例，将货物妥善打包并放置于适当的集装箱中，以在运输中保护货物。除非另行达成书面协议，否则供应商不得因装箱和包装向买方收取额外费用。供应商应在每件包装上标注相应的采购合同号。供应商应准备一份逐项记载的装箱单，载明采购合同号、对物品的描述、部件号及每件包装发运的数量；供应商应在运输的集装箱内放置一份装箱单副本，并在提供发票时也提供一份装箱单副本。每次发运必须附有与内容相符的发货单、装箱单、质量合格证以及合同要求的其它文件。发货单和装箱单应载明完整的合同参考号，同时供应商应在发运时立即通知买方并将上述信息提供给买方。

The Supplier shall be responsible for properly packing and packaging the Goods in suitable containers for protection during shipment in accordance with applicable law and good commercial practice. No additional charges for packing and packaging will be allowed unless specifically agreed in writing. The Supplier shall label each package with the corresponding Purchase contract number. The Supplier shall prepare an itemized packing list bearing the Purchase contract number, description of items, part number, and quantity shipped for each package. One copy of the packing list shall be placed in the shipping container and one copy shall accompany the Supplier's invoice. Each shipment shall contain the dispatch notes, packing slips, quality certificate and other documents required by the Purchase contract. The dispatch notes and the packing slips shall indicate the complete order reference and the Supplier shall immediately advise Purchasers of shipment indicating the same data.

5.2. 所有权和风险转移

Passing of Property and Risk to Purchasers

- a) 在采购合同中,以买方确定的地点交付并向买方转移占有之后，货物的所有权和风险转移给买方；在货物由买方实际控制之前，由供应商承担在途的货物风险，而所有权也在该时间点随之转移

The title and risk in the Goods shall remain in the Supplier until they are delivered at the place specified by Party A in the Purchase contract and transferred to Purchasers' possession, at which time title and risk of the Goods shall be transferred to Purchasers. The risk in the Goods shall remain during transportation in the Supplier before it is controlled by Purchaser with the following ownership transferred.

- b) 在提供安装、装配的情况下，所有权和风险在成功完成验收测试并由买方签发确认函时转移给买方。

The title and risk attaching to any supplies including installation or erection shall be transferred to the Purchasers at the time they are successfully tested and confirmation notice is issued by Purchasers.

- c) 运输途中的货物保险由供应商来投保，具体险种需确保货物安全按时交付买方，且供应商应向买方就保险情况进行及时的通知。

The Supplier shall cover the insurance of transportation of the Goods. The actual insurance shall ensure safe and punctual delivery of the Goods to the Purchasers and the Supplier shall notify the Purchasers of the details of such insurance in a timely manner.

6. 付款

PAYMENT

- 6.1. 购买货物和 / 或服务的付款条款与条件应适用采购合同的详细规定。买方将在收到供应商开具的正确有效的发票后通过银行汇款方式付款，但付款的前提是货物已经被全部、正确的交付和 / 或服务已经被完全适当履行并且买方已经接受货物和 / 或服务并且签署验收合格证书。买方的标准付款期限为收到供应商发票和齐全付款资料后的60天内。供应商在向买方申请款项支付，需按照如下要求提供买方所需付款支持文件，并经买方验收合格后方可进入付款流程。完备的付款资料包括以下：

市场费用付款支持文件

必要的支持文件：PR、PO/ PC & RO、发票、项目结算单、项目验收单、报销资料光盘及纸质文件，BBAC对外付款申请单；

广告项目分类

创意策划:

- > 策划及版面确认签字版；
- > 项目负责人对于拍摄和修图花费的确认文件；
- > 项目报价单（中英文对照）；
- > 转包给第三方的需经证明文件，如第三方与最终用户的合同，发票等；

媒体购买:

- > 经签字确认的媒体播出排期表；
- > 户外大牌需提供大牌所属的法律授权文件；
- > 报纸、杂志等平面广告，需提供广告的平面媒介样刊样报；
- > 播出证明：电视台、广播电台等，报销时要有播出证明；网络媒体，需网络跨屏等；大牌的，需有带日期的照片文件；

市场活动:

- > 市场推广如车展、试驾等；
- > 报销时要有活动方案、费用明细等；
- > 活动的照片，照片要求带有日期；
- > 试驾需提供分站展示的报价单和实际花费明细；

制作物的设计印刷:

- > 策划及版面确认签字版；
- > 样刊样报；
- > 涉及第三方给经销商的，提供如邮寄记录和经销商签收记录等第三方资料；

Payment of the purchase price and/or the service fees shall be made in accordance with the Purchase contract. Payment shall be made through bank remittance after the Purchasers has received the correct and valid invoice issued by the Supplier, provided that the Goods have been correctly delivered and/or the Services have been properly performed in their entirety, and the Purchasers has accepted them and signed *Confirmation of Satisfaction Service*. Unless otherwise stated in the Purchase contract, the standard payment time is within 60 days after the Purchasers' receipt of invoice.

Supportive Documents for Payment

Necessary supportive documents: PR, PO/ PC & RO, invoice (Fapiao), Project Settlement Sheet, Project Acceptance Sheet, CDs and paper document of refunding materials, and BBAC External Payment Application Sheet.

Advertising services items

Creative Planning:

- Form to be signed as confirmation of the planning and page design
- Project Leader's document of confirmation on the costs of videoing and photo modification;
- Project Quotation Sheet (in both Chinese and English versions)
- Evidence of fees payable to a subcontracted third party, such as the contract between such third party and the end user and related invoice (Fapiao).

Media Buy:

- Confirmed and signed media broadcast schedule;
- For outdoor advertising board, the legal document of authorization issued by the owner of the board shall be provided.
- For print ads, such as those on newspapers and magazines, a sample page of the ad shall be provided;
- Broadcast monitoring evidence: for broadcast on TV and radio etc., an evidence of broadcast shall be provided; for broadcast on online media, pictures casted from the screen shall be provided;

Marketing Practices:

- Promotional events, auto shows and test driving etc.;
- The plan and detailed costs of the event shall be provided;
- Photos of the event which shall be with exact dates;
- For test driving, a quotation sheet and actual detailed costs per each test driving event shall be provided.

Design and Printing

- Form to be signed as confirmation of the planning and page design
- Sample page in the newspaper or magazine;
- For materials delivered to a dealer by a third party, the materials of the third party related to the delivery shall be provided, such as post mail record and receipt signed by the dealer;

- 6.2. 供应商应及时向买方开具发票，买方不接受除供应商以外的第三方就买方为本合同下的付款出具的任何发票。但不限于采用外包方式提供的服务。如果供应商征得买方同意采用外包方式提供服务，买方需要供应商提供第三方服务的发票复印件。

The Supplier shall invoice the Purchasers in time. Purchasers will not accept the invoices issued by any third party other than the Supplier for payment under this Contract. Supplier should provide all copies of invoice of 3rd party if Purchaser(s) agree a sub supplier for some certain service.

- 6.3. 除非各方事先协商一致，否则无需支付定金。应买方要求，供应商应向买方提供由买方可接受的一家银行提供的银行担保。

Down payments shall be made only if it is prior agreed to by the Parties. Upon request of Purchasers, the Supplier shall provide a bank guarantee from an accepted Chinese bank to Purchasers.

- 6.4. 买方的任何付款并不代表买方认为供应商的货物和/或服务达到合同要求，也不妨碍买方要求供应商退换货物，重新提供服务或进行维修的权利。

No payment by the Purchasers shall imply the Purchasers' acceptance of any Goods or Services as meeting the contractual requirements, or shall preclude the Purchasers' right to require the return or replacement of Goods and the re-provision of Services or the maintenance.

- 6.5. 买方有权对供应商执行本合同的情况随时进行审计，包括但不限于对于分包商等第三方的使用情况和相关费用。如果供应商无正当理由拒绝审计或不提供合理的支持，买方保留暂停付款的权利和/或有权停止支付未付款项和/或有依照本合同 17.2 条终止合同的权利；审计结果如与供应商的服务及报价不符或未专款专用或买方有合理证据证明供应商有违反本协议的行为，买方保留追回已付款项的权利，并有权依照本合同 17.2 条终止合同、要求供应商双倍赔偿不实部分、承担审计费用、赔偿买方相关损失并采取其他法律救济措施。

Purchaser is entitled to audit the Supplier's execution of this Agreement at any time. In case of conflict between the results of audit and the Supplier's service and quotations, or in case of the Supplier's failure to use the fund according to its dedicated purpose, Purchaser has the right to express disagreement to the Supplier and require the Supplier to provide compensation at a sum amount of double of the conflicted part and cover the audit cost.

- 6.6. 特定买方是完全独立的且不对其他特定买方的付款义务承担连带责任。供应商无权要求买方之间承担或履行应当由其各自所应承担的义务，也不能因为其中一个买方义务履行的全部或部分瑕疵而终止向另一非违约的买方按约定履行义务。

One Specific Purchaser shall be solely independent from other Specific Purchaser(s) and shall not take joint and several liabilities for the other party's payment obligations. The Supplier shall not demand Purchaser one or Purchaser two to perform the obligations other than what is stipulated clearly for itself and shall not cease performance of this Agreement in the event that one of

the Purchaser fails to perform in whole or part under this Agreement.

7. 变更 CHANGES

除非经买方书面指示，供应商不得修改或改变货物和/或服务。除买方根据本合同的规定可以进行的其他变更外，买方还有权在本合同期限内的任何时间通过书面通知指示供应商在下述方面进行变更(a)本合同包含的规格、图纸和数据；(b)货物运输或包装的方法；(c)货物交付地点/服务提供地点；以及(d)货物交付时间/服务提供时间。该等通知到达供应商时即生效，对各方均有约束力。如果任何该等变更引起成本或履行本合同所需时间的增加或减少，各方应对采购价格或交付时间或二者进行公平的调整。如果在供应商收到买方要求进行变更的通知后十

(10)个工作日内(或各方可以同意的其它时间内)各方不能就该等价格或时间的调整达成协议，买方可以通过提前五(5)个工作日向供应商发出事先通知解除本合同。

The Supplier shall not alter or vary the Goods and/or the Services, except as directed in writing by Purchaser. In addition to other changes the Purchasers may require according to this Contract, the Purchasers shall also have the right at any time during the term of this Contract, by notice in writing, to direct the Supplier to make changes in the following:

- (a) specifications, drawings, data incorporated in this Contract;
- (b) methods of shipment or packing for the Goods;
- (c) place of delivery; and
- (d) time of delivery.

Such change will become effective upon the receipt by the Supplier and is binding on the Parties. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment shall be made in the purchase price or delivery schedule, or both. If the parties cannot agree to such price or time adjustment within ten (10) business days (or such other time as may be then agreeable to by all parties), of the Supplier's receipt of Purchasers' request for a change, Purchasers may terminate this Contract upon five (5) business days prior notice to the Supplier.

8. 交付 DELIVERY

- 8.1. 在货物和/或服务交付之时，各方应共同进行检验，以确定货物和/或服务符合约定的货物的标准和规格，和/或服务的要求和标准。而且对于在货物验收和交付时能立即发现的瑕疵，适用交付时立即检验，但对于隐蔽瑕疵，则应在交付之后3日之后进行检验的约定。共同检验的通过仅表明买方可以接受货物和/或服务，并不免除供应商应承担的质量保证责任和保修义务，亦不会妨碍买方根据本合同、本合同和适用的中国法律法规应享有的权利。 Upon delivery of the Goods and/or Services, the Parties shall conduct a joint inspection in order to make sure they are up to the agreed "standards and specifications" of Goods and/or "requirements and standards" of Services. However, successful passage of the joint specification only indicates the Purchasers' acceptance of the Goods and/or Services, it shall neither exempt the Supplier from the quality assurance and warranty obligation nor preclude the Purchasers' rights under this Contract and applicable PRC laws and regulations.
- 8.2. 不得部分交付，除非买方书面同意该等部分交付是合理的。 No partial delivery is permitted unless the Purchasers agrees that such partial delivery is reasonable.
- 8.3. 鉴于货物和服务的交付方式不同，需根据如下要求对不同货物和/或服务开展检验及验收。具体验收要求及标准，需符合第6.1款对付款条件及支持文件的相关约定。 As the Goods and Services differ in terms of the ways of delivery, the inspection and acceptance on the Goods and/or Services shall be conducted in accordance with the requirements below. The actual requirements and standards of inspection and acceptance shall be subject to the payment terms and conditions and supportive documents indicated in Section 6.1 under this Purchase Contract.

9. 质量担保和保修

QUALITY ASSURANCE AND WARRANTY

- 9.1. 供应商担保，所有本合同下提供的货物应当：(a)符合买方的图纸、规格或者其它要求；(b)材料、设计和工艺良好，没有缺陷；(c)是新的（未使用或翻新），适销的并适于拟用于的用途；所有本合同下提供的服务应当完全符合采购合同及本合同其它文件中的要求和标准。此质量担保应当在检查、接受和付款后继续有效。 The Supplier warrants all Goods furnished under this Contract shall (1) conform to Purchasers' drawings, specifications or other descriptions; (2) be of good material, design and workmanship and free of defects; (3) be new (not used or reconditioned), merchantable and suitable for the purpose intended; and all Service furnished shall be fully in compliance with the Purchase contract and this Contract. These assurance and warranties shall survive inspection, acceptance, and payment.
- 9.2. 在不影响买方可以向供应商主张的任何其它权利的情况下，如果货物和/或服务不符合本合同（包括采购合同）的条款和条件或上述质量担保，买方有权在供应商交付或完成后的合理时间内： Without prejudice to the Purchasers' other rights against the Supplier, if the Goods or Services do not conform to the terms and conditions of this Contract (including the Purchase Contract) or the above quality assurance, the Purchaser is entitled to, within reasonable period after the delivery of the Goods or Services,
- (a) 在供应商交付或完成后的十八（18）个月内，对于货物：(i)将货物退回给供应商并且取消采购合同，供应商退还货款；(ii)要求供应商更换货物；(iii)要求供应商修理；对于服务：(x)要求供应商退还服务费；(y)要求供应商重新提供服务；(z)要求供应商对该等不符合要求的服务进行修正，费用由供应商承担。 at the Supplier's cost, at any time within eighteen (18) months after delivery to Purchasers or the completion of the Service, as to the Goods: (i) reject and return the Goods to the Supplier and cancel the Purchase contract, and claim for the return of the purchase price, (ii) require the Supplier to replace the Goods, or (iii) require the Supplier to repair the Goods; as to the Services, (x) require the Supplier to return the service fee; (y) require the Supplier to re-provide the Services; or (z) require the Supplier to cure such defect;

- (b) 如果买方要求更换、修理货物，或者重新提供服务、进行修正，而供应商未能在合理时间内完成买方要求的工作并达到买方的合理满意，买方可以自行决定：(i)自行或聘请第三方替换、修理不符的货物和/或提供服务、进行修正，由供应商承担费用；(ii)要求降低采购价格或服务费；或者(iii)终止合同，要求供应商退还货款或服务费并不承担任何责任。

If the Purchasers requires to replace, repair the Goods or require to re-provide Services or to cure the relevant defect, while the Supplier fails to finish the work required by the Purchasers to the reasonable satisfaction of the Purchasers, then the Purchasers may decide at its sole discretion to (i) at the Supplier's cost, replace, repair the defective Goods and/or provide the Services or cure the defect by itself or a third party engaged by the Purchasers; (ii) demand a reduction in the purchase price or the service fee; or (iii) terminate this Contract, require the Supplier to return the purchase price or service fee without assuming any liability;

- (c) 为避免歧义，买方行使上述(a)、(b)项规定的权利，以及供应商及时完成买方要求的工作并达到买方的合理满意，均不会影响买方要求供应商承担因其未适当履行本合同（包括每一采购合同）而应承担的违约责任（包括但不限于要求其支付违约金）。

To avoid ambiguity, the Purchasers' execution of the rights provided in Section 10.2(a) and 10.2(b) and the Supplier's timely completion of the required work to the reasonable satisfaction of the Purchasers shall not preclude the Purchasers from requiring the Supplier to undertake the liabilities (including but not limited the liquidated damages) for its failure to properly perform its obligations under this Contract (including every Purchase contract).

- (d) 修理和替换以及重新提供服务或修正（视情形而定）本身应当在修理、替换、重新提供或修正后，自交付、重新安装或者通过测试（如果有的话），（视情形而定，最终以适用的为准）起十八（18）个月内受上述义务的约束。

Repairs and replacements or re-provision of Services and rectification (as the case may be) shall themselves be subject to the foregoing obligations for a period of eighteen (18) months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair, replacement, re-provision or rectification (as the case may be).

- 9.3. 如果立即维修有利于为买方的利益避免违约或者在其他紧急的情形下，买方有权在供应商承担维修费用的前提下，自行维修或请他方维修。缺陷或瑕疵货物的退回应由供应商承担费用和 risk。

Purchasers shall be entitled to carry out repairs or cause them to be carried out by a third party at the Supplier's expense if immediate repairs are in Purchasers' interest to avoid defaulting or because of any other urgency. Defective items shall be returned at the Supplier's expense and risk.

- 9.4. 供应商将保证买方免于遭受因货物和/或服务瑕疵而直接或间接引起任何损害、损失、责任、费用和支出（包括合理的律师费支出），为其辩护并使其免受损害。

The Supplier shall indemnify, defend and hold the Purchasers harmless from any damage, loss, liability, cost and expenses (including reasonable attorney fee) caused directly or indirectly by the defective Goods and/or Services.

- 9.5. 上述质量担保是对法律中明示或默示规定的所有其他担保以及供应商向买方作出的额外范围担保的补充。不论上述规定还是本合同的任何规定均不应限制或损害买方享有的任何法定权利或其他权利。

The foregoing quality assurance and warranties are in addition to all other quality assurance and warranties expressed or implied by law, or any warranties of additional scope given to Purchasers by the Supplier. Neither the foregoing nor anything contained in this Contract shall limit or impair any statutory or any other rights the Purchasers may have.

10. 最优惠客户待遇

MOST FAVORABLE CUSTOMER

供应商提供给买方的所有价格、质量担保、保修和优惠应与供应商向任何现有客户提供的相应价格、质量担保和优惠相当或更优。若供应商在本合同期限内与任何其它客户达成提供更多优惠或更优惠的条件的安排，则该等优惠或优惠条件自动适用于本合同，除非买方提出异议。

All of the prices, quality assurance, warranties and benefits provided by the Supplier are comparable or better than the equivalent terms being offered by the Supplier to any present customer. If the Supplier shall, during the term of this Contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, then such benefits or more favorable terms will automatically apply to this Contract unless the Purchasers objects.

11. 买方的财产和信息

PURCHASERS' PROPERTY AND INFORMATION

为履行采购合同而由买方提供给供应商的买方和其客户的财产和信息，例如图纸、规格、数据和类似财产，应当仍然是买方的财产。供应商所作的或者为生产或提供货物和/或服务而从其他方购买并向买方收费的任何设计、图纸、模具、模型、工具、技术数据/信息、材料、设备等应当自制造或者采购之日立即成为买方的财产且应被视为买方提供的财产。如果可行，所有该等买方财产应当被标记为买方财产、由供应商受托持有并承担风险；供应商仅为履行采购合同的目的使用该等财产或信息，不得复制或披露给他人。在采购合同履行完毕后，所有买方提供的财产应当以接受时同样的状况返还买方，允许合理的磨损；但是该财产已经整合入已交付货物和/或服务中或者在履行采购合同中被消耗掉的除外。

Purchasers' and its customer's property and information, such as drawings, specifications, data and the like, furnished to the Supplier for performance of the Purchase contracts shall remain the property of Purchasers. Any designs, drawings, dies, molds, tooling, technical data/information, materials, equipment, etc. that Supplier makes or buys from others for producing or providing the Goods and/or Services and charged to Purchasers' account shall become Purchasers' property immediately upon manufacture or procurement and shall be deemed as the Purchasers' furnished property. When practical, all such Purchasers property shall be marked as property of Purchasers, shall be held by the Supplier on consignment at the Supplier's risk, and shall be used exclusively to perform the Purchase contracts, and shall not be duplicated or disclosed to others. Upon full performance of the Purchase contracts, all Purchasers furnished property shall be returned to Purchasers in the same condition as received, allowing for reasonable wear and tear, except to the extent that the property has been incorporated into Goods and/or Services delivered or consumed in the performance of this Contract.

12. 知识产权

INTELLECTUAL PROPERTY RIGHTS

- 12.1. 所有工作产品，包括但不限于由服务中产生的或与服务相关的供应商制造、构思或开发的设计、艺术品、软件、手册、指南、产品、程序、绘图、记录、文件、信息、材料、发现和发明（合称“**工作产品**”），均应属于买方的财产。供应商在此通过签署本合同，无条件地并不可撤销地将该工作产品所有的权利、所有权和利益转移、转让给买方。

All work products, including, without limitation, designs, artwork, software, brochures, manuals, products, procedures, drawings, notes, documents, information, materials, discoveries and inventions (collectively, the "**Work Products**") made, conceived or developed by the Supplier which result from or relate to the Services, shall be the sole property of Purchasers. The Supplier hereby unconditionally and irrevocably transfers and assigns to Purchasers all right, title and interest in or to any Work Product by signing this Contract.

- 12.2. 供应商保证其所提供的货物和/或服务或/或工作产品不侵犯或不构成对任何第三方的知识产权的侵犯或不正当使用。如果任何第三方对货物和/或服务或/或工作产品的权利或利益提出主张，或声称货物和/或服务或/或工作产品侵犯或不正当使用其知识产权而起诉买方，供应商应当就上述主张和诉讼对买方的任何及所有开支、费用和损失进行赔偿、为买方辩护并保证买方不受损害。

The Supplier undertakes that the Goods and/or Services and the Work Products do not infringe, or constitute an infringement or misappropriation of, any third party's intellectual property rights. If any third party claims any right or

interest in any Goods and/or Services or Work Products or brings any action against Purchasers on alleged infringement or misappropriation of third party intellectual property rights by the Goods and/or Services or the Work Products, the Supplier shall fully indemnify, defend and hold Purchasers harmless against any and all such claims, actions, costs, expenses and damages which the Purchasers may incur or become liable for such infringement.

- 12.3. 供应商没有被许可或授权使用买方的商标、商号和标志（合称“标识”），但该等标识构成与供应商提供的服务相关的工作产品不可分割的一部分的情形除外。如供应商需获得任何标识的全面并正式的许可，应当通过另行签订的许可协议进行。

The Supplier is not licensed or otherwise authorized to use the trademarks, trade names and logos (collectively the “Marks”) of Purchasers, except where such Marks constitute an inseparable part of any Work Products in connection with the Services to be delivered by the Supplier hereunder. The full and formal license of use of any Mark by the Supplier, if any, shall be subject to separate license agreements to be entered into by and between the Parties.

- 12.4. 买方应当及时书面通知供应商任何向买方提出的索赔和已经采取或威胁采取的法律行动，并将允许供应商自负费用进行任何因此发生的诉讼以及为和解索赔而进行的所有协商。此外，应买方合理要求，供应商应向买方提供所有必要的协助，以帮助买方保护其对货物、服务、工作产品以及工作产品中使用的标识享有的权利和利益以及就上述权利或利益进行辩护。

Purchasers shall give to the Supplier prompt notice in writing of any claim being made or action threatened or brought against Purchasers and will permit the Supplier, at the Supplier’s own expense, to conduct any litigation that may ensue and all negotiations for a settlement of the claim. At Purchasers’ reasonable request, the Supplier shall provide all necessary assistance to Purchasers in Purchasers’ efforts to defend and protect its rights and interest in the Goods, Services, the Work Products or the Marks used in the Work Products.

- 12.5. 买方使用供应商的货物/服务不得侵犯第三方合法权益，如发生侵权情形，供应商应使得买方免受一切损失。供应商应赔偿买方，并使得买方不受到任何因供应商提供的货物而发生的第三方的实际或声称的缺陷、损失、或伤害（包括死亡）而招致的责任、索赔、要求、费用主张（包括律师费）。

The Purchasers shall not infringe any legal interest of any third party when using the Goods and/or Services delivered by the Supplier. In case of infringement, the Supplier shall prevent the Purchasers from any loss. The Supplier shall compensate the Purchasers and keep the Purchasers free from any claim of obligation, compensation, requirement or fee (including lawyer fee) related to any defect, loss or injury (including death) happened to or claimed by a third party due to the Goods delivered by the Supplier.

13. 保密和数据保护

CONFIDENTIALITY AND DATA PROTECTION

- 13.1. 各方承认，为促进并配合各方已达成的合同的履行，买方或其关联机构（合称“披露方”）可能向供应商披露为披露方所有且对披露方有价值的、形式多样的专有的和机密的信息或商业秘密。为本合同之目的，此等信息或商业秘密（包括所有在本合同签署之日前提供的该等信息，合称“保密信息”）可包括但不限于下述：有关披露方或为披露方所掌握并负有保密义务的第三方的过去、现在或将来的研究、开发或经营计划、财务信息、顾客、卖主、业务合作方或涉及雇员的信息、知识产权、经营活动或制度有关的信息（包括但不限于以有形或无形形式表现的研究或报告、软件、备忘录、草图、图样、设计、数据、专有技术及其它信息），而不论其载体为何种形式。上述所有信息不管其在被披露时或被披露后是否被标明为是秘密的，亦不论是以书面（不管以何种格式）或口头形式做出，连同其任何备份、复印件或摘要（不管以何种形式存在及由何人以任何形式制作或编辑），均应视为保密信息。

The Parties recognize that, in furtherance of or incidental to this Contracts, Purchasers or its affiliates (collectively, the “Disclosing Group”) may disclose to the Supplier various forms of proprietary and confidential information or trade secrets which pertain to or are valuable to the Disclosing Group. For purposes of this Contract, such information or trade

secrets (including any such information provided prior to the date of this Contract, collectively, “**Confidential Information**”) may include but shall not be limited to the following: information, regardless of the form in which it is transmitted, relating to past, present or future research, development or business plans, financial information, customer, vendor, business partner or employee-related information, intellectual property, operations or systems (including, without limitation, studies or reports, software, memoranda, drafts, drawings, designs, data, know-how and other information in either tangible or intangible form) of the Disclosing Group or a third party whose information is in the Disclosing Group’s possession under an obligation of confidentiality. All the information indicated above shall be deemed as Confidential Information, regardless whether or not it is identified or marked as confidential at or after the time of disclosure and whether written (in whatever format) or oral, together with any copies, reproductions or summaries thereof, in whatever format and however or by whomever made or compiled.

- 13.2. 所有保密信息应继续为披露该信息的披露方所有。供应商不得为向买方交付货物和/或提供服务以外的目的使用任何保密信息；且供应商应对该等保密信息保密并采取所有合理的预防措施来防止未经授权向第三方或为本合同之目的无需直接接触该等保密信息的雇员披露该等信息。
- All Confidential Information shall remain the property of the member of the Disclosing Group that provided it. The Supplier shall not use any Confidential Information of the Disclosing Group for any purpose other than providing Goods and/or Services to Purchasers, and shall hold such Confidential Information in confidence and take all reasonable precautions to prevent its unauthorized disclosure to third parties, or to its employees not having a direct need for access for purposes of those discussions.
- 13.3. 供应商仅可向为履行本合同之目的需要接触保密信息的雇员、代理或专业顾问披露保密信息，并应促使他们遵守与本合同项下供应商所应遵守的相同的保密义务。
- The Supplier may disclose the Confidential Information only to its respective employees, subcontractors, agents or professional consultants who need to have access to such information for the purposes of this Contract and shall cause them to observe the same confidentiality obligations hereunder.
- 13.4. 在本合同终止或期满时，应买方要求，供应商应向买方交还或销毁任何载有保密信息的文件、信息或软件，或从任何有关记忆装置中删除该等保密信息，并应停止继续使用该等保密信息。
- Upon termination or expiration this Contract, the Supplier shall, at the request of Purchasers, return or destroy any documents, information or software containing any of such Confidential Information, delete any such Confidential Information from any memory devices, and shall cease to use such Confidential Information.
- 13.5. 本保密条款不适用于下述信息：
- This confidentiality clause shall not apply to the information which:
- (a) 在披露时已为公众所知悉；
has already become known to the public prior or at the time of the disclosure;
 - (b) 在披露后非因供应商的过错为公众所知；
becomes available or known to the public after the disclosure not due to the fault of the Supplier;
 - (c) 被证明为供应商在披露之前从不负有保密义务的第三方适当地获取；
is proved to be properly obtained by the Supplier before the disclosure from a third party which is not subject to a duty of confidentiality with respect to such information; or
 - (d) 为法律、法院命令、证券交易所或任何政府机关或监管机构要求披露，但在此情况下，供应商应向买方提供该等披露的草稿，并应买方合理要求，在法律许可的范围内做出必要的修改。
is required to be disclosed by law, pursuant to a court order, by any securities exchange or by any governmental or regulatory body, provided, that the Supplier shall provide a draft of such disclosure to Purchasers and incorporate any modification reasonably requested by Purchasers to the extent permitted by law.
- 13.6. 买方向供应商披露的、与本合同相关的任何个人信息数据（**个人数据**），供应商应按照适用的隐私法律以及买方的进一步指示对待、存储、处理、转移和修改该等个人数据。

To the extent the Purchasers discloses to the Supplier in connection with this General Terms and Conditions any data related to individual persons ("Personal Data"), the Supplier shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by the Purchasers.

- 13.7. 根据买方的要求，供应商应与买方签订一份额外的保密合同。

Upon request of Purchasers, the Supplier shall sign an additional Confidentiality Agreement with Purchasers.

- 13.8 供应商应延长保密义务至合同终止后五年。

The obligation of the Confidentiality Agreement is still valid to the Supplier until five years after contract is expired.

14. 违约和赔偿

DEFAULT AND INDEMNITY

- 14.1. 除本合同另有规定外，本合同任何一方未履行本合同项下的义务，另一方可以向违约的一方发出书面通知，要求其履行义务或采取适当的补救措施以迅速有效地避免或减小损失或损害，并恢复履行本合同。除此之外，对于供应商的违约，包括一般违约和根本违约情形下，应性买方赔偿直接损失和损害。

Except as otherwise provided herein, where one Party fails to perform its obligations hereunder, the other Party may by written notice to the defaulting Party to request the defaulting Party to perform its obligations or to provide proper remedies to effectively and promptly avoid or minimize the losses and damages, and to resume its performance of this Contract. In addition, the defaulting Party shall indemnify the performing Party for all direct losses and damages incurred as a result of such default.

- 14.2. 如果各方均违反本合同，则各方应根据各自违约的严重程度确定应向其他方支付的赔偿数额。

If three Parties breach this Contract, they shall determine the compensation payable to the others based on the severity of their breach respectively.

15. 不可抗力

FORCE MAJEURE

- 15.1. 如果本合同任何一方因不可抗力事件（定义如下）的影响迟延履行或不能履行其在本合同项下的义务，依据不可抗力影响力的大小，部分或者全部免除一方履行责任。为本合同之目的，“不可抗力事件”是指不能预见、超出受影响一方控制，且不能通过合理的谨慎操作而避免的任何事件，包括但不限于政府行为、火灾、爆炸、地理变异、洪水、地震、战争、疫情或其他任何不可预见、不可避免及不能克服的事件。然而，任何信用、资本或资金的不足或缺乏将不属于超出本合同一方合理控制之外的事件。

If performance of this Contract is delayed or prevented by an Force Majeure Event (as defined below), the Party affected by such Force Majeure Event shall be partially or entirely excused from his liability hereunder depending on the influence of the Force Majeure Event. For the purposes of this Contract, an “**Force Majeure Event**” shall mean any event that is unforeseeable, beyond the affected party's reasonable control, and cannot be prevented with reasonable care, which includes but is not limited to the acts of governments, fire, explosion, geographic change, flood, earthquake, , war, epidemic or any other unforeseeable, unavoidable and insurmountable events. However, any shortage of credit, capital or finance shall not be regarded as an event beyond a Party's reasonable control.

- 15.2. 受到不可抗力事件影响并主张免于承担其在本合同或本合同任何条款项下的义务的一方，应于不可抗力事件发生之日起三（3）日内通知另一方不可抗力事件的发生情况，并采取所有必要的行动和措施以尽量减少和减轻相关损失和损害并在可行的前提下尽早恢复履行其在本合同项下的义务。

The Party affected by an Force Majeure Event who claims to be excused from its obligation to this Contract or any article herein shall notify the other Party within three (3) days after the occurrence of the Force Majeure Event and shall take all necessary actions to minimize and mitigate the losses and damages and resume its performance of this Contract as soon as practicable

- 15.3. 如果因任何不可抗力事件将延长履行合同义务的时间，则各方经协商后应就履行合同的时间进行公平的调整。如果任何经确认的严重阻碍本合同的履行的不可抗力事件或其影响持续三十（30）日，则任何一方均有权以提前书面通知的形式终止本合同。

Should any Force Majeure Event cause an increase in the time required for performance of any part of this Contract, an equitable adjustment shall be made after the Parties consult with each other. And if any proved Force Majeure Event or its effect lasts for thirty (30) days which hinders the performance of this Contract, either Party may terminate this Contract by a prior written notice.

16. 合规与安全

COMPLIANCE AND SECURITY

- 16.1 供应商完全认可并愿意遵守或协助买方遵守《北京奔驰商业伙伴合规责任书》（附件 A）中的全部内容。

- 16.2 如供应商需进入买方经营场所，供应商应与买方安全环保与公司服务科接洽并签署《安全协议》，并严格执行其中的条款。

供应商在买方经营场所内时，应遵守买方的企业管理规章制度和安全管理规定。

In case Supplier needs to enter BBAC premises, Supplier shall contact Safety, Environment Protection & Corp. Service team of BBAC and conclude Safety Agreement as well as strictly obey the clauses thereof.

Supplier shall observe BBAC corporation administrative rules and safety management regulations at BBAC premises.

17. 期限及终止

TERM AND TERMINATION

17.1 在本合同届满之日，各方可以且仅可以以书面形式延长合同期限。

Upon the expiration of the term, the Parties can extend it by written agreement only.

17.2 当本合同任何一方出现下述情形之一时，另一方有权通过向对方发出书面通知的形式即刻终止本合同：

Upon the occurrence of any of the following events to a Party, the other Party may unilaterally terminate this Contract by a written notice to such Party with immediate effect:

a) 一方未能履行或遵守本合同项下的义务、条款及条件，且该等违约行为未能在其收到另一方发出的纠正违约行为通知之日起三十（30）日内予以纠正；或

The Party fails to comply with any of the obligations, provisions and conditions of this Contract, and such failure is not cured within thirty (30) days after it has received a written notice from the other Party; or

b) 一方变为破产或资不抵债，或面临清算或解散，或变为无法清偿到期债务或根据适用法律被解散。 The Party becomes insolvent or bankrupt, or is the subject of proceedings for liquidation or dissolution, or becomes unable to pay its debts as they become due or is dissolved in accordance with applicable law.

(c) 违反第 6.5 条的。

17.3 买方有权在任何时候，出于任何原因，以提前两（2）个月书面通知的方式终止本合同，而无需告知供应商该等原因。

Further, the Purchaser have the right to terminate this Contract any time by giving two (2) months prior written notice to the Supplier for any reason and without the need for notifying that reason to the Supplier.

17.4 本合同第 9、12、13、14、18、19 条及本第 17.5 条在本合同终止后继续有效。

Sections 9, 12, 13, 14, 18, 19 and this Section 17.5 shall survive after the termination of this Contract.

18 适用法律

APPLICABLE LAW

本合同应适用中华人民共和国法律并依照该等法律进行解释。若本合同有国际买卖性质，1980 年 4 月 11 日《联合国国际货物买卖合同公约》将不予适用。

This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China. If this Contract has an international sales nature, the application of the United Nations Convention on Contracts for International Sales of Goods of April 11, 1980 shall be excluded.

19 争议解决

DISPUTE RESOLUTION

19.1 所有由本合同引起的争议，包括任何有关本合同存在、有效性及终止的问题和争议，应首先由各方通过友好协商解决。如果该等争议无法在自协商开始之日起三十（30）日内解决，则任何一方均有权将相关争议提交中国国际经济贸易仲裁委员会（“仲裁委员会”）按仲裁委员会当时有效的仲裁规则（该等规则应被视为已由各方加入本条款中）进行仲裁。仲裁庭应由三（3）名仲裁员组成，本合同买方和卖各自指定一（1）名仲裁员，第三名仲裁员将由仲裁委员会的主任指定。如各方未能就仲裁员指定达成一致，则仲裁庭三名仲裁员均由仲裁委员会主任指定。仲裁采用中文进行，仲裁地位于北京。仲裁裁决将为终局的，对各方具约束力。败诉方将承担并支付所有的仲裁费用。

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be resolved through friendly consultation. If such dispute can not be resolved within thirty (30) days after the initiation of the consultation, each Party may submit the same to China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration in accordance with the Arbitration Rules of the CIETAC then being in force which rules are deemed to be incorporated by reference to this clause. The tribunal shall consist of two arbitrators of which each Party shall appoint one arbitrator and the third arbitrator shall be appointed by the Chairman of CIETAC. In case the Parties can not agree on the arbitrator to be appointed, all three arbitrators of the tribunal shall be appointed by the Chairman of CIETAC. The language of the arbitration proceedings shall be Chinese and the arbitration procedure shall be held in Beijing. The arbitration award shall be final and binding on the Parties. The losing Party shall bear all costs and expenses of the arbitration.

19.2 在争议解决期间，除争议事项外，各方将继续履行其在本合同项下各自的其他义务。

During the period when the dispute is being resolved, except for the matters in dispute, the Parties shall in all other respects continue performing their obligations under this Contract.

20 其它条款

MISCELLANEOUS

20.1 通知。任何一方根据本合同规定的要求而发出的通知或其他通讯均应以中、英文书写，并通过专人或国际上认可的专递服务，或通过传真送达或发送至另一方在采购合同中的地址或另一方经过告知对方而不时指定的其它地址。该等通知的有效送达日期将根据以下方式确定：

Notice. Notices or other communications required to be given by either Party pursuant to this Contract shall be written in Chinese and English and delivered in person or sent by an internationally recognized courier service or by facsimile to the following address of the other Party or to such other address as may from time to time be designated by the other Party through notification to such Party. The dates on which notices shall be deemed to have been effectively given shall be determined as follows:

(a) 如果通过专人递送，以专人递送的当日视为送达日期；

Notices given by personal delivery shall be deemed effectively given on the date of personal delivery;

(b) 如以国际间认可的专递服务方式发送，应以该等文件交由专递服务公司保管后的第三日为送达日期；以及
Notices sent by an internationally recognized courier service shall be deemed effectively given on the third day after the date deposited with such courier service;

(c) 如用传真发出，送达日期为相关传真的发送确认单所示发送日后的第一个工作日。

Notices given by facsimile shall be deemed effectively given on the first working day following the date of transmission as indicated on the transmission confirmation slip of the document in question.

20.2 本合同构成合同各方就主题事项的全部协议并且明确限于各方所接受的所列明的条款和条件。如果采购合同、本合同及其他相关合同之间有任何分歧，则以本采购合同效力优先为准。

This Contract sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof and expressly limits acceptance to the terms and conditions stated. In the case of any discrepancy between the Purchase contract, this Contract and Other Relevant Contracts, this signed Purchase Contract shall prevail.

20.3 进一步承诺。本合同每一方均在此同意，为履行本合同项下的条款并实现本合同项下的目的，其将根据合理的需要和具体情形迅速并及时地签署相关文件并采取相关进一步的行动。

Further Assurances. Each of the Parties agrees to expeditiously execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions and purposes of this Contract.

20.4 修订。除非经各方书面同意，否则对本合同的任何修改没有效力。

Amendment. No amendment to this Contract shall be of effect unless agreed in writing by the Parties.

20.5 弃权。除非弃权方以书面形式明确表示放弃行使本合同任何条款项下的权利、权力或救济，并在该书面文件上签名，否则该等弃权将被视为无效。本合同任何一方未行使或延迟行使本合同项下的任何权利、权力或救济不应视为放弃这些权利、权力或救济；任何单独一次或部分放弃行使任何权利、权力或救济亦不应妨碍将来行使这些权利、权力或救济。在不限制前述规定的前提下，如任何一方放弃就另一方违反本合同任何条款的行为追究责任，不应视为其对任何相关后续违约行为或另一方违反本合同其他条款的行为均放弃追究责任。

Waiver. No waiver of any provision of this Contract shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by any Party in exercising any right, power or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

20.6 可分割性。本合同的任何条款如被确认或裁决为无效、非法或不可强制执行，则该等条款将自本合同主体中分离，本合同的剩余条款，在法律所能允许的最大限度内，将仍继续保持其有效性和可执行性。

Severability. If any provision of this Contract is determined invalid or unlawful or unenforceable to any extent such provision shall be severed from the body of this Contract and the remainder thereof shall continue to be valid and enforceable to the fullest extent permitted by law.

20.7 转让。未经另一方事先书面同意，任何一方均无权向其关联机构之外的其他任何实体转让其在本合同项下的任何权利和义务。买方保留推荐、否决、选定第三方的权利。买方同意分包时，供应商应当在签署分包合同之后立即，且分包商开始工作之前将分包合同的复印件提交给买方。分包后，供应商仍对合同相关的所有货物和/或服务承担质量担保和保修等义务。

Assignment. Without the prior written consent of the other Party, neither Party may assign any of its rights or obligations hereunder to any party. When BBAC has consented to the placing of subcontracts, copies of each subcontract shall be sent by Supplier to BBAC immediately upon signing and prior to commencement of work by the subcontractor. The Supplier shall still undertake all obligations such as the quality assurance and warranties in connection with this Agreement after the subcontract.

20.8 抵销。买方有权在任何时候以买方对供应商的任何索赔或收费抵销在本条款项下应向供应商支付的任何到期款项。

Setoff. Purchasers shall have the right at all times to setoff any amount due or payable to the Supplier hereunder against any claim or charge Purchasers may have against the Supplier.

20.9 承继人。本合同对各方的承继人均有约束力，且本合同仅为各方、各自的承继人及其经允许的受让人的利益而订立。

Successors. This Contract shall be binding upon and shall inure to the benefit of the Parties, their respective successors and permitted assigns.

20.10 副本。本合同可由各方签署一份或多份副本，每一份副本均将被视为原件，各份副本共同构成一份完整签署的文件。

Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one single instrument.

20.11 语言。本合同以中文书写，英文翻译（如适用）仅为参考。若发生歧义，以中文版本为准。

Languages. This Contract is written in Chinese language with an English translation (if applicable) for reference only. In case of any discrepancies between the Chinese language and the English translation, the Chinese version shall prevail.

20.12 供应商应拥护买方在MBST36/08条款中特别规定的可持续性与环境保护相关的标准与要求。该MBST36/08条款可于梅赛德斯-奔驰官方网站（www.mercedes-benz.com.cn）或以下链接（http://engp-download.daimler.com/docmaster/en/doc/MBST_-_ANHANG_2011.2011-05-01.EN.pdf）找到。

The Supplier shall adhere to the standards and requirements of Purchasers regarding sustainability and environmental protection as specified in MBST 36/08. The MBST 36/08 can be found in the Mercedes-Benz website (www.mercedes-benz.com.cn) or directly by using the following internet address:

http://engp-download.daimler.com/docmaster/en/doc/MBST - ANHANG_2011.2011-05-01.EN.pdf

服务要求和标准

Requirement and Standards of Goods and/or Services

供应商应当以专业标准及时准确地提供货物和 / 或服务。在货物和 / 或服务提供中无任何额外费用，无错误或缺陷。在买方向供应商根据付款条件之规定支付费用前，买方或其授权的第三人，应当检验供应商提供的货物和 / 或服务。买方或其授权的第三人签发确认通知书表示货物和 / 或服务已被收到，被检查且并被初步接受。

Supplier shall supply Goods and/or perform the Services in a professional manner and promptly correct, at no additional charge, no errors or deficiencies in the Goods and/or Services. Before each payment by Purchaser to Supplier in accordance with payment conditions, Purchaser or designated third parties shall evaluate the Goods and/or Services provided. The provision of Goods and/or Services shall be deemed to have been completed and accepted upon issuance by Purchaser or designated third parties of a notice confirming that the Goods and / or Services have been received and inspected and initially accepted.

“确认通知”：买方或其授权的第三方应当在收到所有供应商提供的或者修改的货物和 / 或服务及相关文件后 10 个工作日内签发确认通知（或修改要求函）给供应商。

"Confirmation Notice": Purchaser or designated third parties shall issue the Confirmation Notice (or a request for correction) within 10 business days of receiving all Goods and/or Services and documentation from Supplier to verify Goods and/or Services.

环境保护要求

Requirements to Environment Protection

从活动准备阶段到结束之后，供应商应保证其会保护活动举办地的环境，工具和设备，并在活动结束后努力使该地点恢复成为举办活动之前的状态；如果对环境保护或工具设备产生任何损坏，买方保留对此要求赔偿的权利。

The Supplier shall, before, during and after the event, guarantee to protect the environment, facilities and equipment of the place where the event takes place, to try to resume the venue as it is; the Purchaser shall, in case of any failure in the environment protection or facility and equipment problem, reserve the right to have further claims.

团队成员

Team Structure

供应商应保证只使用采购合同/框架协议所规定的服务团队。

如果要更改该团队（或其成员），供应商都必须先向买方提出商议，并得到买方的书面确认。买方保留拒绝该团队（或其成员）改变的权利。

如果团队架构没有完全确定，供应商应确保TBH(将被雇佣的) 人员能够尽快到岗,并且第一时间通知买方。对于计划人员的付款只有在其到岗后才会开始。

如供应商计划在相关项目中雇用自由职业者，则供应商应提供此人员的背景信息，包括相关项目经验。事先应从买方或买方指定的第三方服务商处得到书面的最终确认。

Supplier shall keep the service team stipulated in the PO / PC.

Any change of team (or team member) must be firstly proposed to the Purchaser, and confirmed by the Purchaser in written. The Purchaser remain the right to reject team (or team member) changes.

In case of not fully confirmed team structure, the Supplier shall ensure the TBH(to be hired) to be onboard as soon as possible and inform the Purchaser at the first time. The payment can only begin for planned personnel once the new staff is on board.

Should the Supplier intend to engage Freelancer for the related project, Supplier shall provide Freelancer's background information including project experiences. Final confirmation from Purchaser or Purchaser designated 3rd party should be obtained beforehand in written.

供应商差旅政策:

供应商员工或雇用的其他人员出差必须提前跟买方商议并得到书面同意。原则上不允许有国际旅行。

1. 旅行费用

- 乘飞机出差: 通常为经济舱, 不得高于买方员工出差标准 (八折及以下机票), 且供应商应保证最优惠的市场价格。如最优惠的市场价高于八折的, 应事先取得买方的书面同意。
- 乘火车出差: 一般为2等车厢

2. 住宿费用

- 通常而言, 住宿条件为标准间。
- 住宿费用不得高于买方员工住宿标准。

额外提示: 供应商承诺以尽可能清晰明确的形式显示差旅费用, 以确保费用容易被理解。必要时需要出示差旅的所有原始票据, 并提供其复印件作为报销依据。

Supplier Travel Policy

In principle, the travel plan of the Supplier or other staff employed by the Supplier shall require the prior written consent of the Purchaser. In principle, no international travel is allowed.

1. Travel Cost

- By Air: As a rule, Economy Class. The Supplier shall ensure the favorable price, and the price can not exceed the internal travel standard of the Purchaser (at least 20% off). In case that the discount of the favorable price is less than 20% off, it should get the written confirmation of the Purchaser previously.
- By Train: Generally, 2nd Class.

2. Accommodation Cost

- As a general rule: accommodation in standard rooms.
- The cost can not exceed the internal accommodation standard of the Purchaser.

Further Notes: The Supplier undertakes to show travel expenses in as transparent a form as possible, to ensure that they are readily comprehensible. If necessary, the Supplier shall provide original and photocopy of invoice / receipt for reimbursement.

税费:

Tax:

订单价格包括所有货物和(或)服务费及相关协议一方需要支付的所有税费(增值税除外), 并且采购方无须支付或者补偿该税费给供应商。

"The Purchase Order price(s) shall include goods and/or service fees and any applicable taxes (excluding Value Added Tax), and Purchaser is not obligated to pay or reimburse any taxes to Supplier.

供应商应开具增值税专用发票给采购方, 且该发票上应列明不含增值税的货物和(或)服务费金额与增值税金额。

Special Value Added Tax (VAT) invoice shall be issued to Purchaser. The invoice should state separately goods and/or service fee amount excluding VAT and VAT amount.

买方保留对供应商的税务审计权, 一旦发起税务审计, 如审计结果显示有不实计税, 差额部分供应商双倍返还给买方, 同时审计费用由供应商承担。

Purchaser reserves the right for tax audit to supplier. The double amount of tax variance will be repaid to Purchaser given that there is over charge in tax to Purchaser. In addition, supplier shall bear the audit expenses.

如果本合同包含任何第三方费用, 其许可使用及可能的付款凭证将遵照以下条款。如果本合同不包含任何第三方费用,

则如下的第三方费用条款将不适用。

If this contract includes any 3rd party cost, it will follow below related 3rd party cost term for the usage and supporting document of potential payment. If this contract doesn't include any 3rd party cost, below related terms will not be applicable.

第三方费用：

Third Party Cost:

在供应商未得到买方对于与项目相关的第三方费用的书面确认之前，买方保留不认可或不支付相应第三方费用的权利。

Prior to the Supplier's acquirement of the Purchaser's written consent to the 3rd party cost related to project, the Purchaser reserves the rights not to consent or pay corresponding third party cost.

第三方费用支付为项目实际发生额为准，买方有权随时要求供应商提供其与第三方之间的合同、发票、付款凭证、第三方名单以及第三方甄选证据等相关文件作为买方进行付款的依据，供应商应无条件地及时提供支持。如买方认为第三方费用存在合规风险，包括但不限于第三方费用明显超出市场价格、多次转包等，供应商应提供合理理由和证据。所有第三方费用已包含在本合同总金额内，不单独收取。

Payment about the third party costs shall be according to the actual outlay. The Purchaser reserves the right to request the Supplier to provide the contract, invoice, payment voucher, the third party list and the third party selection evidence or any other documents between the Supplier and the 3rd parties. The Supplier shall support this activity unconditionally and without delay. If the Purchaser notices that there are compliance risks involved in the third party cost, including but not limited to the third party costs are more than the market price, multiple sub-subcontracting and etc., the Supplier should provide the reasonable reasons and evidences. All third party costs have been covered in the total contractual value of this contract. In no event shall the Purchaser make additional payment for third party costs.

如果本合同包含任何不可预见费用，其许可使用及可能的付款凭证将遵照以下条款。如果本合同不包含任何不可预见费用，则如下的不可预见费用条款将不适用。

If this contract includes any contingency fee, it will follow below related contingency fee term for the usage and supporting document of potential payment. If this contract doesn't include any contingency fee, below related terms will not be applicable.

不可预见费：

Contingency:

不可预见费用于目前所无法预料到但可能在项目期间因为状况发生变化产生的费用，以保证活动的顺利进行。

1. 买方可视情况安排授权其员工作为签署不可预计费用的负责人，所有不可预计费用的认定均以被授权人签字为准。
2. 供应商应事先向买方提供书面报价，买方应签字认可；买方认可的费用发生后，供应商应保证所有相关支持性文件均齐备；
3. 活动结束后，供应商向买方提交项目结算单，包括所有支出费用明细，每笔由买方书面确认的凭证，及其它支持性文件在内的所有单据；
4. 买方认可后，通知供应商开具实际结算金额的发票
5. 所有的不可预见费用已包含在合同金额内，不单独收取。

The contingency fee is to ensure the Goods and/or Service during the event which is not estimated by now.

1. The Purchaser will authorize its staff as the responsible person who is able to sign on the contingency fee quotation while all the recognition of contingency fees shall be subject to the signature of the responsible person.
2. The Supplier shall provide a written quotation for Purchaser's confirmation in advance, the quotation will become valid upon the Purchaser's signature. After the Purchaser's confirmation of all the expenses occurred, the Supplier shall make sure all supporting document are ready;
3. After event finished, supplier shall submit project settlement sheet, including all detail breakdown of all expenses, written

confirmation from Purchaser for every item, and all related supporting documents;

4. The Purchaser shall, upon confirmation, inform the Supplier to issue Fapiao (official invoice) with the amount of actual spending.

5. All contingency fee has been covered in the total contractual value.

供应商的银行帐号:

Supplier's Bank Account:

供应商的银行帐号信息应以供应商向买方提交的供应商资料为准，此合同中不做额外规定。供应商应对其提交的供应商资料中银行帐号信息的准确性负责，买方不承担因供应商提供的信息不准确导致的付款延迟或付款失败。

若供应商的银行帐号信息变更，则应按照买方要求重新提交供应商资料并经过审核后才能生效。供应商资料审核生效前，买方的支付仍以变更前的银行帐号为准。

The Supplier's bank account information, which is subject to the Supplier Profiles which was provided by the Supplier, shall not be indicated in this Contract. The Supplier shall be responsible for the accuracy of the bank account information, while the Purchaser shall not, in case of any payment delay or failure due to the inaccurate information, take responsibilities.

In case of any changes of the bank account information, the Supplier shall re-submit the Supplier Profiles to the Purchaser for verifications and confirmation, and the new bank account information will not become valid until the confirmation is done. Before the new bank account information becomes valid, the payment shall be executed by the current bank account information.

附件A
Annex A

北京奔驰商业伙伴合规责任书
BBAC Business Partner Obligation Letter Regarding Compliance

尊敬的商业伙伴：

Dear business partner:

我司，北京奔驰汽车有限公司(以下简称“北京奔驰”)为了保护公平竞争的环境，遵守适用法律，有效遏制商业贿赂行为，确保双方的合法利益，本着公开、公正、公平、互利的原则，特将需要您遵守的合规义务及要求进行说明和正式告知。

Our company, Beijing Benz Automotive Co., Ltd. (hereinafter referred to as “BBAC”), in order to protect a fair competition environment, abide by applicable laws, effectively curb commercial bribery, continue to regulate clean business practices, and jointly create healthy, honest, clean and compliant operations environment, ensure the legitimate interests of both parties, and based on the principles of openness, impartiality, fairness and mutual benefit, will explain and formally inform you of the integrity and compliance obligations and requirements that you need to abide by.

具体如下：

Detailed as follows:

1. 定义

Definitions

1.1 词语释义

Definition of terms

a) “商业伙伴”指已经或拟与北京奔驰通过签订合同的方式建立业务合作关系的企业或其他法律主体。

“Business partners” refer to all enterprises or other legal entities, which have or plan to have business cooperative relationship by entering into contracts with BBAC.

b) “关联公司”指与商业伙伴之间存在直接或间接控制关系或重大影响关系的企业。

“Affiliated companies” refer to the companies that have a direct or indirect control relationship or a significant influence relationship with business partner.

c) “关联方”指商业伙伴的管理人员、董事或雇员，或代表商业伙伴利益行事的代理、股东、负责人或所有人。

“Affiliated parties” mean an officer, director or employee of a business partner, or an agent, shareholder, principal or person acting on behalf of the business partner's interests.

d) “政府实体”指政府或其政府的任何部门、机构或执行部门（包括由政府控制的任何公司或其它实体）、政党或者公共国际组织。

“Government entity” means the government or any department, agency or executive branch of the government (including any company or other entity controlled by the government), political party or public international organization.

e) “政府官员”指政府实体的任何官员、雇员或其它官员（包括他们的任何直系家庭成员），以职务身份为政府实体行事的任何个人或行政职务的任何候选人。

“Government official” means any official, employee or other official of a government entity (including any immediate family members of them), any person whose duty is to serve a government entity or candidate for government official.

f) “北京奔驰汽车有限公司”亦包含其分公司。

“Beijing Benz Automotive Co., Ltd.” also includes its branches.

g) “双方”特指北京奔驰与商业伙伴。

The “Parties” specifically refers to BBAC and its business partners.

1.2 适用法律

Applicable law

商业伙伴应协助并与北京奔驰全力合作以遵守适用于双方拟洽谈合作业务的法律：包括且不限于适用于商业伙伴或其关联方从事的与本责任书双方拟洽谈合作业务有关的或者与涉及各方的任何其它业务事项的任何活动的的所有其他法律、法规、规定、命令、法令或具有法律效力的其他指令（各种情形下皆包含可能不时进行的修订）。

Business partners should assist and fully cooperate with BBAC to comply with the laws applicable to the business that the two parties intend to negotiate with: Including, but not limited to, all other effective laws, statute, regulation, order, decree or other directives applicable to any activities undertaken by business partners or their affiliates in connection with the business to be negotiated by the parties in this Obligation Letter or in connection with any other business matter involving the parties (in each case including amendments which may be made from time to time).

2. 适用范围

Scope of application

北京奔驰（含分公司）以及准备或已经与北京奔驰开展业务合作的商业伙伴及其关联公司、关联方。

BBAC (including branches) and its business partners and their affiliated companies and affiliated parties who are planning to or have entered into business cooperation with BBAC.

3. 适用法律的遵守

Compliance with applicable laws

商业伙伴应保证并承诺其自身或任何关联方已遵守并将继续遵守所有的适用法律，且尽其所知，其并未采取并将不会采取或未能采取任何行动，这些作为或不作为可能导致其自身或北京奔驰根据适用法律承担责任。该等保证与承诺均应视为重要的且在双方合同有效期内持续做出的。

Business partner shall warrant and undertake that itself or any affiliate party has complied with and will continue to comply with all applicable laws and, to the best of its knowledge, has not taken and will not take or fail to take any action that may result in its own or BBAC's liability under applicable law. All such guarantees and commitments shall be regarded as important and shall be made continuously during the validity period of the contract between the two parties.

北京奔驰一旦发现商业伙伴或其工作人员违反了本条之陈述，有权要求商业伙伴对其涉嫌违反相关约定的员工进行事实调查并基于调查结果作出相应的内部处理决定；如商业伙伴拒绝上述合作，北京奔驰有权立即退出或终止与商业伙伴进行中的交易协商谈判，如果已经签署了相应的合同，则北京奔驰有权无条件解除与商业伙伴签订的该等合同。商业伙伴同时还应当赔偿北京奔驰由于其违反以上约定而给北京奔驰造成的全部损失（包括但不限于合理的律师费用）。北京奔驰亦可永久性取消该商业伙伴作为北京奔驰的潜在合作对象（如潜在供应商等）的资格。

Once BBAC discovers that a business partner or its staff has violated the statements in this article, it has the right to require the business partner to conduct a fact-finding investigation on the employee who is suspected of violating the relevant agreement and make an appropriate decision internally based on the investigation results; if the business partner refuses the above cooperation, BBAC has the right to withdraw immediately or terminate the negotiation and discussion of the transaction with the business partner. If the corresponding contract has been signed, BBAC has the right to unconditionally terminate the contract signed with the business partner. The business partner shall also compensate BBAC for all losses (including but not limited to reasonable attorney fees) caused to the latter due to its violation of the above agreement. BBAC may also permanently disqualify the business partner as a potential partner of BBAC (such as a potential supplier, etc.).

- 3.1 商业伙伴有义务不从事任何违反竞争法、授予非正当利益，贿赂或接受贿赂等违法犯罪的行为，抵制其他由其雇佣人员或第三方进行的腐败行为。尽其所知，其自身或及任何关联方均未已经直接或间接地向任何政府官员或为该等官员的利益提供、支付、给予或贷款，或者已经承诺支付、给予或贷款，或者将提供、支付、给予或贷款，或将承诺给予支付或贷款金钱或任何其它有价值物，以达到下述的贿赂目的：(i)影响该政府官员以其职务身份所作的任何行为或决定；(ii)诱使该等政府官员违反其法定职责作为或不作为；(iii)取得任何不当利益，或者(iv)诱使该等政府官员利用其对政府实体的影响力以影响或改变该政府实体的任何行为或决定，从而为使其自身或北京奔驰获取业务。

Business partners are obliged not to engage in any violation of competition laws, granting illegitimate benefits, bribery or accepting bribes and other illegal and criminal acts, and to resist other corrupt practices by their employees or third parties. To the best of its knowledge, neither itself nor any of its affiliated party has directly or indirectly made, paid, given or loaned, or has undertaken to pay, give or loan, or will provide, pay, give or loan, or promise to pay or loan money or any other thing of value to any government official or for the benefit of such official, for the purpose of: (i) influencing any act or decision of the government official in his official capacity; (ii) induce such government officials to act or omit to act in violation of their statutory duties; (iii) obtain any improper interests, or (iv) induce such government officials to use their influence over a government entity to influence or alter the conduct of that government entity's any action or decision to obtain business for itself or BBAC.

- 3.2 商业伙伴其自身或其任何关联方未曾并将不会以获得双方拟洽谈合作业务为目的，直接或间接地与任意第三方串通

价格，或通过采取其他排除竞争的手段获取商业利益。并采取措施确保其自身及其工作人员不得从事有可能影响公平交易、正当竞争的活动。如向北京奔驰工作人员及/或其亲属提供现金或现金等价物、邀请至公共娱乐场所进行消费、免费或低价安排旅游或提供其他有形或无形的利益等。

The business partner itself or any of its affiliated party has not and will not, directly or indirectly, collude with any third party for the purpose of obtaining the business that the two parties intend to negotiate for cooperation, or obtain commercial benefits by adopting other means of eliminating competition, and take measures to ensure that they and their staff are not engaged in activities that may affect fair transactions and fair competition, such as providing cash or cash equivalent to BBAC staff and/or their relatives, inviting them to public entertainment place for consumption, arranging for traveling for free or at low price, or providing other tangible or intangible interests etc.

商业伙伴有义务就其在过去或即将开展的合作中，同北京奔驰及其工作人员存在或将可能存在的利益冲突向北京奔驰做出及时披露，若经北京奔驰核实、测评后认定该利益冲突将影响双方业务合作的正常开展，应在第一时间采取具体措施（包括但不限于相关人员的回避，配合北京奔驰采取风险控制措施等）以消除对双方合作可能产生的影响。就该利益冲突的出现，如果不能澄清其主观上不存在恶意或故意，那么北京奔驰保留进一步调查、追责、求偿的权利。

Business partners are obliged to promptly disclose to BBAC the conflict of interest that exists or may exist with BBAC and its staff in the past or upcoming cooperation. If the conflict of interest is identified after verification and evaluation by BBAC to affect the normal development of business cooperation between the two parties, it shall take specific measures (including but not limited to the avoidance of relevant personnel, and cooperating with BBAC to take risk control measures, etc.) as soon as possible to eliminate the possible impact on the cooperation between both parties. With regard to the occurrence of this conflict of interest, if it cannot be clarified that there is no malicious intent or intention, BBAC reserves the right to further investigate, pursue accountability and seek compensation.

- 3.3 商业伙伴避免参与或者支持行业协会组织的经营者之间达成或者实施的垄断协议。在不可避免地会与竞争对手发生接触时，如其他经营者提起可能涉嫌违反《反垄断法》的敏感话题时，应当立即明示拒绝参与并即时避席。与经销商等缔结协议或者决定时不应约束其自主经营权，特别是定价权。对涉及经营者集中的情形，包括合并、通过取得股权或者资产的方式取得对其他经营者的控制权、通过合同等方式取得对其他经营者的控制权或者能够对其他经营者施加决定性影响等，如达到法定标准，应当事先向主管部门进行申报。

Business partners shall refrain from participating in or supporting monopoly agreements reached or implemented between operators organized by trade associations. When contact with competitors is inevitable, if other operators bring up sensitive topics that may be suspected of violating the Anti-Monopoly Law, they should immediately expressly refuse to participate and withdraw immediately. When concluding agreements or decisions with distributors, etc., their independent management rights, especially pricing rights, should not be restricted. For situations involving the concentration of business operators, including mergers, obtaining control over other business operators by acquiring equity or assets, obtaining control over other business operators through contracts or other means, or being able to exert decisive influence over other business operators, etc., if the statutory standards are met, a declaration shall be made to the competent authority in advance.

- 3.4 尊重与北京奔驰各自拥有的知识产权，对各自原有知识产权的使用应当与拥有方协商确定并签订书面协议。对于可能接触到的公司技术和商业秘密应在有协议保护的范围内予以使用或处理，并应本着保护与保密的宗旨不向任何人提供或泄露。涉及参与数据处理活动的商业伙伴应该在数据保护方面具备相应的能力与技术，作为数据共同处理者应签署协议或条款就数据处理范围、类型等内容予以明确，并履行相关法定及约定义务。

Respect the intellectual property rights owned by BBAC, and the use of their respective original intellectual property rights should be determined through negotiation with the owner and a written agreement should be signed. The company's technology and trade secrets that may be exposed should be used or handled within the scope of protection by agreement, and should not be provided or disclosed to anyone for the purpose of protection and confidentiality. Business partners involved in data processing activities should have corresponding capabilities and technologies in data protection. As data co-processors, they should sign an agreement or clause to clarify the scope and type of data processing, and perform relevant statutory and agreed obligations.

- 3.5 遵守法律、法规对产品质量所作的强制性要求以及就产品质量向消费者所作的说明或者陈述，秉持着为客户提供优质产品的理念。并且遵守根据与其订立的合同协议而适用的所有技术法规，并考虑到该等法规的基本精神。在研发、生产、销售等环节持续关注产品与法规要求、流程的符合性，安全、排放等重要话题。与此同时，根据产品特点及业务需要，商业伙伴在其组织内部应建立适当机制以确保技术法规的遵循。

Comply with the mandatory requirements of laws and regulations on product quality and the instructions or statements made to consumers about product quality, and uphold the concept of providing customers with high-quality products. Comply with all technical regulations applicable under the contractual agreements concluded with it, taking into account the basic spirit of such regulations. In R&D, production, sales and other processes, continue to pay attention to important topics such as product and regulatory requirements, process compliance, safety, and emissions. At the same time, according to product characteristics and business needs, business partners should establish appropriate mechanisms within their organizations to ensure compliance with technical regulations.

- 3.6 一切经济活动均需要严格遵守国家有关财税的法律、法规、方针政策以及内部控制制度的要求，并对财务合规性进行监督。在涉及表单、报告、材料等申报或提交的事项时，做到真实、客观的反应公司财务状况、享受税收优惠。

All economic activities need to strictly abide by the national laws, regulations, policies and internal control systems on fiscal and taxation, and supervise financial compliance. When it comes to the declaration or submission of forms, reports, declaration materials and other matters, it should truly and objectively reflect the company's financial status and preferential tax benefits.

- 3.7 严格遵守外汇相关政策法规、海关法律与行政规章、税务相关法律与行政法规，符合国际或地区公约、贸易协定规定，并积极响应国际制裁、反洗钱及恐怖主义等规定和监管措施要求，在业务进行过程中对可能适用到的国际贸易规则予以尊重。

Strictly abide by foreign exchange-related policies and regulations, customs laws and administrative regulations, tax-related laws and administrative regulations, comply with international or regional conventions, trade agreements, and actively respond to international sanctions, anti-money laundering and terrorism regulations and regulatory measures. During the operation process, the international trade rules that may be applicable shall be respected.

- 3.8 涉及或接触资金处理等业务的金融机构、应当履行反洗钱义务的特定非金融机构，应当依照法规规定建立健全包括客户身份识别制度、大额交易和可疑交易报告制度、客户身份资料和交易记录保存制度等反洗钱预防、监控制度等内容在内的反洗钱内部控制制度，相关负责人应当对反洗钱内部控制制度的有效实施负责，秉持合法审慎、保密和与司法机关、行政执法机关全面合作三项基本原则。

Financial institutions involved in or in contact with funds processing and other businesses, and specific non-financial institutions that should perform anti-money laundering obligations, should establish and improve internal system of anti-money laundering in accordance with regulations, including customer identification systems, large-value and suspicious transaction reporting systems, customer identity materials and transaction records. The relevant person in charge shall be responsible for the effective implementation of the anti-money laundering internal control system, and adhere to the three basic principles of legality & prudence, confidentiality, and full cooperation with judicial organs and administrative law enforcement agencies.

- 3.9 尊重雇佣及契约缔结自由，基于劳动法规的要求给予员工平等工作的机会，保护员工建立或加入工会以保护自身利益的权利，遵守职业健康防护、职业安全卫生等方面的法律法规，给予员工工作中的健康与安全保障，致力于为员工创造公平、透明、开放、尊重的工作环境。

Respect the freedom of employment and contract conclusion, give employees equal opportunities to work based on the requirements of labor laws and regulations, protect the rights of employees to establish or join trade unions to protect their own interests, abide by laws and regulations on occupational health protection, occupational safety and health, provide health and safety protection for employees at work, and committed to creating a fair, transparent, open and respectful working environment for employees.

- 3.10 遵守法定标准和环境保护规则，符合相应国家及地区的环保法律法规的要求，采取预防性措施和综合治理手段，持续加强环境管理体系建设。积极采取措施，预防在生产、加工、仓储、运输、废弃物处理、回收等各环节可能出现的环境威胁，并将已出现的威胁影响降到最低。贯彻绿色低碳理念，开发推广环保技术，应用于生产、产品、服务之中，承担更大的环保责任。

Comply with statutory standards and environmental protection rules, comply with the requirements of environmental protection laws and regulations of corresponding countries and regions, take preventive measures and comprehensive management methods, and continue to strengthen the development of environmental management system. Actively take measures to prevent possible environmental threats in production, processing, warehousing, transportation, waste disposal, recycling and other processes, and minimize the impact of existing threats. Implement the concept of green and low-carbon, develop and promote environmental protection technologies, apply them to production, products and services, and assume greater environmental responsibility.

4. 合规责任的履行

Fulfillment of compliance responsibilities

4.1 行动与宣传

Action and advocacy

促进基于对诚信价值理解的企业文化，并在日常工作中为负责任的行为指定指导方针，并将其在企业内部通过包括但不限于培训、宣传、推广等形式进行传递，以确保员工知悉并遵守。提供畅通的渠道供员工了解及反映关于企业诚信合规要求的信息与事项。

Promote a corporate culture based on an understanding of the value of integrity, and specify guidelines for responsible behavior in daily work, and pass them on within the company, including but not limited to training, publicity, promotion, etc., to ensure that employees are aware of and follow it. Provide unimpeded channels for employees to understand and feedback information and matters related to corporate integrity and compliance requirements.

4.2 不断完善合规管理体系

Continuously improve the compliance management system

构建包括举报系统在内的合规管理体系，合规举报渠道应做到保护举报人、保证公正、透明的执行调查与处理程序，遵守适用的隐私保护规定。合规管理体系应根据商业环境、业务发展、员工情况等变化，适时调整使之符合最新的法律法规要求，服务于商业合作的切实需要。

Build a compliance management system including a reporting system. Compliance reporting channel should protect whistleblowers, ensure fair and transparent implementation of investigation and handling procedures, and comply with applicable privacy protection regulations. The compliance management system should be adjusted in a timely manner according to changes in the business environment, business development, and employee conditions to meet the latest legal and regulatory requirements and serve the practical needs of business cooperation.

4.3 传递与督促

Conveyance and supervision

密切关注其合作伙伴，同样将诚信合规作为可持续商业关系的重要组成部分。这既包括评估合作伙伴的合规状态，采取措施将业务风险降低到可接受的水平，也包括将本责任书所提到的原则与要求向合作伙伴进行分享，并督促其予以遵守。

Pay close attention to its partners and also make integrity and compliance an important part of sustainable business relationships. This not only entails evaluating compliance status of partners and taking measures to reduce business risks to an acceptable level, but also sharing the principles and requirements mentioned in this responsibility statement with partners and urging them to comply with it.

5. 披露与沟通

Disclosure and communication

5.1 如果出现符合如第 3 条所描述的情况需向北京奔驰进行信息披露，可通过以下途径：

电话 TEL: +86 10 67824498

邮箱 E-MAIL: ccd@bbac.com.cn

If the situation as described in Article 3 needs to be disclosed to BBAC, the following channels can be used:

TEL: +86 10 67824498

E-MAIL: ccd@bbac.com.cn

5.2 商业伙伴自身或其工作人员如果发现或知晓北京奔驰或其工作人员的任何不合规行为，有义务向北京奔驰的商业行为办公室(BPO)举报，并提供具体证据材料。北京奔驰人员不得以任何理由对其进行报复。商业行为办公室将对所有报告和相关信息严格保密。

商业行为办公室（中国，北京）

信件：北京经济技术开发区博兴路 8 号 北京奔驰汽车有限公司 公司审计与合规部 商业行为办公室（收）邮编：100176

电话：+86 10 6782 4646

电子邮箱：bpo@bbac.com.cn

If business partners or their staff found any non-compliance of BBAC or its staff, they are obliged to report it to the BBAC's Business Practices Office (BPO) and provide specific evidence materials. BBAC personnel shall not retaliate against them for any reason. BBAC BPO will keep all reports and related information strictly confidential.

Business Practices Office (Beijing, China)

Mailing to: BPO, Corporate Audit and Compliance Department, Beijing Benz Automotive Co., Ltd., No. 8 Boxing Road, Beijing Economic and Technological Development Zone, Post code: 100176

TEL: +86 10 6782 4646

E-MAIL: bpo@bbac.com.cn

商业活动中履行合规义务是法律法规的强制性要求，也是企业经营的道德底线。商业伙伴应对本责任书内容保密，未经北京奔驰同意不得对外披露。北京奔驰与商业伙伴应秉持诚信行事的原则、依据合规经营的工作标准、履行尊重、保护、可持续的责任，用实际行动践行我们的承诺。

Compliance obligations in business activities is a mandatory requirement of laws and regulations, as well as the ethics bottom line of business operations. Business partners should keep the contents of this “BBAC Business Partner Obligation Letter Regarding Compliance” confidential and shall not disclose it to the public without the consent of BBAC. BBAC and its business partners should uphold the principle of acting in good faith, follow the work standards of compliant operation, fulfill the responsibilities of respect, protection and sustainability, and implement our commitments in practice.