



骏马企业有限公司基本采购合同
Zama Corporation Ltd. Purchase Contract

甲方: 骏马企业有限公司
地址: 香港新界大埔新区大埔工业区大景街 7-9 号
法定代表人:
联系人:
电话:
电子邮件:
传真:

Between
ZAMA: Zama Corporation Ltd.
Address: 7-9, Dai King Street, Tai Po Industrial Estate, Tai Po, N.T., Hong Kong
Legal representative:
Contact person:
Tel:
E-mail:
Fax:

(下文中称为“ZAMA”或“甲方”/hereinafter referred to as ‘Zama’ or “Party A”)

乙方:
地址:
法定代表人:
联系人:
电话:
电子邮件:
传真:
And
SUPPLIER: []
Address:
Legal representative:
Contact person:
Tel:
E-mail:
Fax:

(下文中称为“供应商”或“乙方”/hereinafter referred to as ‘SUPPLIER’ or “Party B”)

1. 总则 General Provision

- 1.1. 为保证甲方和乙方的买卖业务合法、合理、顺利的进行，依照香港相关法律法规，明确交易双方权利和义务，签订本合同。In order to guarantee both parties' business go on legally, reasonably, smoothly, both parties make clear their duty and responsibility according to the related laws and regulations of the Hong Kong and sign this contract.
- 1.2. 本合同的各项条款适用于甲方和乙方之间的所有交易。个别合同如与本合同约定不同，除非双方另行明确约定，否则优先适用本合同的约定。All articles of this contract are applied for all business between both parties. IF any individual contract has difference with this contract, this contract should take priority over the others unless it is otherwise explicitly stipulated therein.

2. 补充协议/联系 Additional agreements/ communication

- 2.1. 双方可以就质量保证、物流、小型货运商、电子数据交换联络等特定事项做出进一步约定。本合同与双方订立的其他协议内容冲突的，除非双方另行明确约定，以本协议为准。Additional agreements could be made between Parties on various specific aspects, e.g. quality assurance, logistics, the use of small load carriers, EDI communications and the like. Should the content of this Contract conflict with that of the other agreements between the Parties the content of this Contract shall prevail unless it is otherwise explicitly stipulated therein.
- 2.2. 双方联络可以使用电话、传真、电子邮件、电子数据交换进行数据交换。本合同项下允许或要求给予的所有通知、同意、确认等均应采用书面形式进行，双方联系人、地址、电子邮件和传真信息应如本合同文首所载双方信息或经双方法定代表人另行书面确定。The communication between the Parties could be effected by telephone, facsimile, e-mail or EDI. All the notification, consent, confirmation and other the like permitted or requested under this Contract shall be conducted in writing with the contact person, address, email address and fax number as specified in the information of the Parties at the beginning of this Contract or as otherwise designated by the legal representatives of the parties in writing.

3. 报价及购货 Quotation and purchase of products

- 3.1. 乙方应当在收到甲方询价要求后的【3】个工作日内向甲方作出书面报价，乙方向甲方提供报价须予免费。乙方报价应当符合卖方所在市场的普遍市场价格，否则甲方有权要求乙方对报价作出相应调整。除非双方另行约定，所有与货物交付有关的关税、税收、包装、运输和保险费用等以及与本合同项下付款相关的银行手续费均应当由乙方承担。SUPPLIER shall make quotation within [3] working days after receiving the inquiry of ZAMA. Quotation shall be made free of charge to ZAMA. The quotation provided by SUPPLIER shall conform to the normal market price of the seller market. Otherwise, ZAMA shall be entitled to request a corresponding adjustment on the quotation provided by SUPPLIER. Unless otherwise agreed by the Parties, all costs for duties, taxes, packaging, freight, insurance, etc. relating to the delivery of the products as well as bank fees associated with the payments hereunder shall be undertaken by SUPPLIER.
- 3.2. 乙方报价内容与甲方询盘要求有差异的，乙方须在报价中特别指出；同时应附上相应的图纸（如甲方要求）。乙方报价价格在甲方书面确认后适用于双方的后续订货直至双方就相同货物作出新的价格约定，乙方保证每一次双方确认货物价格后的至少【6】个月内，乙方不会对相同货物提出涨价要求并要求重新确认报价，需要实时报价的原材料报价除外。因准备报价、成本估算、编排计划、不可抗力、退换货、第三方追索等项目而产生的费用，甲方不予偿付。Any deviations between the quotation and the inquiry shall be explicitly pointed out in the quotation, and the corresponding drawings shall be attached if required by ZAMA. The quotation offered by SUPPLIER, once confirmed by ZAMA in

writing, shall be binding on the follow-up orders between the parties until the parties enter into a new price on the same products. The SUPPLIER guarantees that it will not request for price increase and reconfirmation on the price of the same product at least within [6] months after the parties entered into a product price, Raw material quotes that require real-time quotes are excluded. ZAMA shall not pay remuneration for the preparation of quotation, cost estimates, plans, force majeure, return and replacement of the products, third-party claims and the like.

- 3.3. 甲方有权根据其自身需求向乙方发出订货通知。仅在甲方通过电子邮件或传真的方式书面订货的情况下，方被视为发出正式的订货通知。订货通知中含有明显疏漏、印刷错误或计算错误等的，乙方应通知甲方纠正，未经甲方书面确认或纠正，该等订货通知对甲方不具约束力。ZAMA is entitled to issue orders to SUPPLIER based on its own requirement. An order shall not be deemed to have been formally placed unless it has been formulated by ZAMA in writing through e-mail or facsimile. Should the order contain obvious mistakes, typographical or arithmetical errors, SUPPLIER shall inform ZAMA for rectification. Otherwise, the order shall not be binding upon ZAMA without its written confirmation or rectification.
- 3.4. 乙方应当在收到正式订货通知后的【5】个工作日内向甲方发出书面订货确认。订货确认须明确说明订货信息，包括但不限于货物名称、规格、价格及交货日期。订货确认与订货通知内容存在不同，或对本合同或任何双方已经达成的其他书面约定作出了任何变更或补充的，非经甲方对此明确予以书面确认不得视为已获购货合意。乙方作出书面订货确认且未就甲方订货通知或本合同或双方已经达成的其他书面约定作出变更或补充，或作出任何前述变更或补充但获得甲方书面确认的，视为甲乙双方已就相关订货事项达成了购货合意。SUPPLIER shall issue a confirmation of order to ZAMA within [5] working days after its receipt of the formal order. The confirmation of order shall explicitly state the information of order, including but not limited to the product name, the specification, the prices and delivery date. In case that there is any deviation between the confirmation of order and the order; or that the confirmation of order makes any alternation or supplement to this Contract or any other written agreement that have been entered into between the parties, it shall not be deemed that a purchase agreement has been agreed between the parties until ZAMA has explicitly confirmed them in writing. It shall be deemed that a purchase agreement has been agreed between the parties in case that SUPPLIER makes a written confirmation of order without any alternation or supplement to the order of ZAMA, this Contract or any other written agreement that has been entered into between the parties, or that ZAMA confirms in writing the aforementioned alternation or supplement that has been made by the confirmation of order sent by SUPPLIER.

4. 物流要求 Logistics Requirements

4.1. 联系方 Contacts

乙方应将产品直接运送至本合同列明的甲方的住所地或其他甲方指定的地址。除非另有约定，所有与产品有关的业务都应当在合同双方之间直接发生。The Supplier delivers to the domicile of ZAMA specified in the Agreement or other address as designated by ZAMA. Unless otherwise stated, all business relating to the Products are transacted directly between the Parties concerned.

4.2. 甲方下达交货计划 Scheduling by ZAMA

甲方会定期告知乙方其送货需求。通常的程序是，甲方先将其预测的未来(3-6)个月或更长期间的产品需求量告知乙方，再以每周发给乙方交货计划的方式确认具体数量。ZAMA will inform the Supplier regularly about future requirements. The basic procedure is as follows: ZAMA will send the forecasted supply quantities of the next (3 to 6) months or even longer period to the Supplier. The exact quantity shall refer to the weekly delivery schedules transmitted separately by ZAMA.

4.3. 乙方确保供货能力 Ensuring Supply Capability by the Supplier

在收到甲方发送的预测需求量后，乙方应当每月查看其短期及长期的与甲方产品有关的所有生产环

节以及次级供应商的供货能力（包括但不限于生产能力、工装、原材料和库存）。如果一旦标准供货能力使用至 80%或以上时，乙方必须立即书面通知甲方，并且视情况就需要采取的措施达成一致。Upon receipt of the forecasted quantities, the Supplier shall make a monthly check of short-term and long-term supply capability (including but not limited to capacities, tooling, materials and stock) for all manufacturing processes relevant to ZAMA and also at the Sub-Suppliers. In the case of standard capacity utilization of 80% or more, ZAMA must be informed in written immediately and the further course of action agreed if necessary.

乙方应当就供货能力所涉及的所有层面进行预留准备，并就预留准备的情况事先取得甲方的同意。乙方在做预留准备时应当考虑在某些情况下（如飓风）可能会出现对产品难以预见的特殊需求高峰。Provision should be made for reserves at all levels and agreed with ZAMA in advance. It should be borne in mind that unforeseeable exceptional demand peaks for ZAMA Products can occur (e.g. hurricanes).

除此以外，一经甲方要求，乙方应当立即提交当前的供货能力情况。甲方保留在任何合理时间到现场检查乙方供货能力的权利，乙方应当积极配合甲方的检查。Besides, upon request of ZAMA, the Supplier shall immediately submit the current supply capacity status for ZAMA to review. ZAMA reserves the right to check the supply capacities of the Supplier on the spot at any reasonable time. The Supplier shall cooperate in good faith.

4.4. 生产能力的弹性 Flexibility on Quantity

乙方保证其生产能力可以达到如下弹性：

The Supplier guarantees quantity flexibility as follows:

时间点 每一种产品的生产能力弹性 Period Each material volume

当月 当月采购量+20% Current month +20%

次月 次月采购量+20% Current month+1 +20%

后月 后月采购量+30% Current month+2 +30%

在季节性高峰期间，乙方在取得甲方同意后必须进行预生产或提前采购原材料。预生产需要尽早开始以确保上述弹性要求在高峰期间也能够达到。When seasonal peaks occur, the Supplier must initiate pre-production or procurement of raw material after agreement with ZAMA. Preproduction has to be started early in advance to ensure the above flexibility can be achieved even in peak months.

4.5. 接收义务 Acceptance Obligations

为确保乙方的采购和生产程序，甲方保证接受已经发送给乙方的订单并承担责任。In order to ensure SUPPLIER's procurement and production procedures, ZAMA undertakes to accept and bear the responsibility for the orders already sent to SUPPLIER.

4.6. 技术变更 Engineering Changes

技术变更涉及的预生产、工装变更所需时间和变更开始日期由甲方的物料计划员进行协调。

Technical changes (preproduction, tooling change times, start dates) will be coordinated by the material planner at ZAMA

4.7. 交货 Deliveries

不论使用何种贸易术语，乙方应当按时准备好发货以获得发货许可，以确保产品可以在正常的运输时间内到达甲方。Independent of the terms of delivery, the Supplier shall have the shipments ready on time so that shipment approval can be performed and the Products reach ZAMA on time, allowing for normal shipping times.

本合同适用以下标准运输时间：The following standard times will apply:

标准发货 快运发货 Standard dispatch Express dispatch

(卡车/海运) (空运) (truck/ocean ship) (air freight)



到达甲方的时间 天 天 Deliveries to ZAMA. () days () days
供应商应当达到甲方要求的交货能力目标。 Supplier shall meet ZAMA delivery performance goal.

除非另有约定，乙方负责运输并承担相关费用。乙方确定运输公司前应当征求甲方的意见。如果甲方对运输公司的物流能力有质疑的，乙方应当更换甲方认可的运输公司。 Unless otherwise specified, the Supplier is responsible for transportation and bear related costs. The Supplier shall seek the advice from ZAMA before determining the transport company. If ZAMA challenges particular transport companies for their logistical capability, the Supplier shall change the company to meet the requirement of ZAMA.

在“工厂交货”的情况下，由甲方指定运输公司并支付相关费用。 In the case of deliveries “exworks”, ZAMA will specify the transport company and pay related fees.

乙方应当遵守包装规则中的约定。如出现不符情形，乙方需承担因此而产生的所有费用（包括但不限于重新包装、拣选、退货等产生的费用），甲方有权直接从应当支付给乙方的货款中抵扣乙方应当支付的费用。如果因包装不符导致乙方不能按时交货的，乙方还需承担迟延交货的违约责任。 The rules set forth in the Packaging Regulations are to be followed. In case of deviation, the Supplier shall bear all the consequential charges (repacking, sorting, returns, etc.). ZAMA has the right to directly deduct the charges due to be paid by the Supplier from the Product payment payable to the Supplier. If the Supplier cannot deliver the Products on time because of packaging deviations, the Supplier shall also bear the liability for late delivery.

4.8. 交货问题 Disturbance of Deliveries

乙方须按时交货（除非有事先约定，甲方不接受部分交货）。乙方交付产品数量不足的，不足部分比照迟延交付追究违约责任。乙方交付产品超出交货计划约定数量的，多交部分甲方有权拒收。 ZAMA expects deliveries on time (no partial delivery is accepted without agreement in advance). If there are insufficiencies in quantity, the Supplier shall be held responsible according to the penalty for deferred delivery. If there are excesses in quantity, ZAMA has the right to reject the excessive part.

乙方延迟交货的，自发生迟延时起，甲方有权要求按照每延迟一日支付交货价值 0.5%的标准计收违约金直至乙方根据购货合意约定完成所有交货义务或赔偿甲方实际发生的损失（以较高者为准）。未做保留而接受迟延交付，不作为对甲方就迟延而享有的任何索赔权利的放弃。 Should SUPPLIER be in default with a delivery, ZAMA shall have the right to demand a contractual penalty in the amount of 0.5 % of the value of the delivery per day commenced until SUPPLIER completes all the deliveries under the purchase agreement or a compensation on the losses actually incurred to ZAMA (whichever is higher). The acceptance of a delayed delivery without reservation does not include any waiver of the claims for compensation to which ZAMA is entitled owing to the delay.

针对乙方延迟交货的情况，甲方为减少损失而需选择非定期运输方式或空运，由此产生的费用由乙方予以偿付。 Should it be necessary to select unscheduled transport or air freight in order to limit the damage for late delivery, the costs incurred thereby shall be passed on to SUPPLIER.

乙方应保证向甲方交付货物及包装的安全。乙方交付的货物及包装中不应该含有任何存在危险性的物品（包括但是不限于刀片、具有危险性的工具、化学物质等）。如乙方交付的物品或者包装含有任何危险性物品，甲方有权拒收，如该危险物品给甲方的员工、消费者或者任何第三方造成任何损失的，乙方应当承担全部赔偿责任，包括但不限于治疗费、误工费、索赔产生的律师费、公证费等一切直接及间接损失。 Supplier shall guarantee the safety of the goods and packaging delivered to ZAMA. The goods and packaging delivered by Supplier should not contain any dangerous items (including but not limited to blades, dangerous tools, chemical substances, etc.). If the goods or packaging delivered by Supplier contains any dangerous items, ZAMA has the right to reject the goods. If the dangerous goods cause any loss to ZAMA's employees, consumers or any third party, Supplier shall bear all compensation liabilities, all direct and indirect losses including but not limited to treatment costs, lost wages, and attorney fees, notary fees arising from claims.

在上面约定的生产能力的弹性范围内，乙方需自行承担费用采取一切可行的措施（包括但不限于安



排三班生产、周末加班、聘用临时员工以及安排特殊运输方式/空运) 以确保满足甲方的各项要求。乙方应及时主动提交相应的措施方案供甲方查看。Within the framework of the quantity flexibility, the Supplier undertakes at its own expense to take all suitable steps to fulfil ZAMA's requirements (including but not limited to 3-shift working, Saturday/Sunday working, hiring temporary personnel, special transportation/ air freight). A corresponding plan of measures shall be submitted in time without being asked.

通常情况下, 如果出现任何可以导致交货问题的事件、情形或变更, 如工装损坏、质量缺陷、交货不能等, 乙方应立即以书面形式通知甲方。In general ZAMA must be immediately informed in writing if any events, circumstances or changes occur that could cause delivery problems, such as tooling breakdown, quality defect, disturbance to deliveries by the Supplier, etc.

甲方可以考虑通过调整生产线的方式接受部分或迟延交货。甲方的物料计划主管负责相关协调。即使甲方通过调整生产线的方式接受了供应商的部分或迟延交货, 也不能免除乙方相应的违约责任。ZAMA will then consider whether reduced or later deliveries can be accepted by making changes to assembly. The Leading Planner of ZAMA is responsible for coordination. Even if ZAMA accepts the reduced or later deliveries by making changes to assembly, the liability of the Supplier for breach of contract cannot be exempted.

如果甲方因产品质量问题退货, 乙方需在接到甲方通知 24 小时内自担费用将替代产品(源自合格产品库存)发快运/空运至甲方。为尽快供给生产线的需要, 甲方可代表供应商对问题产品即刻进行拣选和返工, 相关费用由供应商承担。If ZAMA refuses to accept a delivery for quality reasons, replacement delivery (out of quality-conform stock) shall be made by express carrier or air freight at the expense of the Supplier within 24 h from notification by ZAMA. To supply the assembly line within short term, ZAMA may initiate immediate sorting or reworking procedures on behalf and at the expense of the Supplier.

合同双方都应采取一切可能的措施防止生产线停工的发生。Both Parties are committed to take all appropriate steps to avoid an assembly shut down.

4.9. 交付、风险和所有权的转移及包装 Delivery, transfer of risk and ownership, packaging

甲方有权就货物的交付条件、风险的转移以及包装方式作出特别要求。ZAMA is entitled to make specific requirements on the delivery terms and conditions, the transfer of risk and the packing modalities.

除非甲乙双方另外达成合意, 甲方在其指定的接收站点书面接受交付后, 风险及所有权转移至甲方。由乙方安装或组装交付货物的, 自货物在甲方工厂内投入运营时风险及所有权转移至甲方。Provided that the parties do not agree on a deviating provision, the risk and ownership of the product shall not pass to ZAMA until it has been accepted by ZAMA in writing at its designated receiving station; in the case of installation or assembly of the delivered product by SUPPLIER, the risk and ownership of the product passes to ZAMA once the product has been put into operation in its plant.

除非甲方另外发出书面要求, 货物应当根据标准的包装和保护措施进行包装, 这种包装应适用于货物的[长途陆地或水路]运输, 具有防潮、防锈、防腐蚀、防震和耐野蛮装卸等功能, 以确保货物安全抵达接收站点并能够保证甲方的后续使用目的。乙方应对甲方因乙方不当包装或保护措施而产生的任何损失或损害(例如: 重新包装, 分拣, 回运等)承担赔偿责任。Unless otherwise requested by ZAMA, the products shall be packed in accordance with the standard package and protection measures and with the function for sound protection against moisture, rust, erosion, vibration, rough handling and others, which are suitable for the products' [long-distance road or water] transportation, in order to ensure the products' safe arrival at the receiving station and the follow-up usage of ZAMA. The Supplier shall be liable for any loss or damage suffered by ZAMA (e.g. for repackaging, sorting, returns, etc.) arising out of improper package or protection measures.

5. 原产地证明 Proof of origin

- 5.1. 乙方应就交付货品提供符合海关规定的书面原产地证明。此证明须于交货的同时发送给甲方，且该原产地证明内容应当与交付货物情况相符。交货后一个月内乙方不能向甲方提供原产地证明的，甲方有权退货；甲方在交货后一个月内已将货物投入使用或进行再次销售的，无论是否受到客户追索，乙方均应向甲方承担赔偿责任。SUPPLIER shall be obligated to submit a written declaration of the origin of the delivery items pursuant to the customs regulations. This declaration shall be sent to ZAMA at the same time with the delivery of the products and shall conform to the situation of the products delivered. In case that SUPPLIER could not provide declaration of the origin within one month after delivery, ZAMA is entitled to return the products. In case that the products have already been used or resold by ZAMA within one month after delivery, SUPPLIER shall undertake the liability of compensation to ZAMA even though no claim has been raised by any client.
- 5.2. 如货物原产地有改变的，乙方须毫不延迟地书面通知甲方。因乙方违反本项义务的，乙方应承担甲方所受全部损失的赔偿责任。SUPPLIER shall inform ZAMA in written a change in origin for goods without delay. Should SUPPLIER breach this duty, it shall be responsible for all the losses suffered by ZAMA.
- 5.3. 就原产于其他国家的交付货品，乙方须在其相关发票中注明原产国。For delivery items originating from other countries SUPPLIER shall declare the country of origin in the respective invoice.

6. 财务以及付款要求 Finance and payment requirements

- 6.1. 付款要求 Payment requirements
甲方在乙方根据购货协议完成所有货物交付和履约义务，且收到乙方出具的形式上为甲方所接受的各项发票后，应按照约定的支付方式完成支付。The payment shall be effected by ZAMA after all of the products have been delivered or performance has been completed by SUPPLIER as per the purchase agreement and after the invoice in a form acceptable to ZAMA issued by SUPPLIER has been received by ZAMA.
- 6.2. 付款方式 Payment terms
付款方式需在下订单前谈判 Payment terms shall be negotiated and agreed prior to order placement.
- 6.3. 乙方不得在交付货物上设定或保留任何担保或权利限制（包括所有权和知识产权主张）。未经甲方同意，乙方不得将任何针对甲方付款的请求权转让给第三方。SUPPLIER shall not impose any pledge or right limitation on the delivery items (including claims for ownership and intellectual property). SUPPLIER shall not assign any claims on the payment payable by ZAMA to any third parties without consent of ZAMA.
- 6.4. 乙方仅在其反请求具有法律效力或无可争议的情形下才享有抵消权，或有权主张所有权保留。SUPPLIER shall only be entitled to perform a set-off or assert rights of retention if its counterclaims have been determined with legally binding force or are undisputed.

7. 质量要求 Quality Requirements

- 7.1. 产品要求 Requirement for the Products
供应商应当根据每种产品的图纸、技术规格、标准、法律条款和甲方的其它指示（以下合称为“技术规范”）制造产品并对要发往甲方的所有产品进行检验，以确保每一笔订单的产品都符合技术规范的要求。检验产品质量的依据是产品的技术规范以及本合同中提及的甲方之其他要求。

The Supplier manufactures and inspects all the Products that are to be delivered to ZAMA according to the individual drawings, technical specifications, standards, legal provisions, and miscellaneous guidelines (hereinafter referred to as “the Technical Status”) so that compliance of the Technical Status as per the order may be ensured. The quality inspection shall be based on the Technical Status as well as other requirements of ZAMA hereunder.

除非另有约定，如果产品的技术规范发生变化，供应商需按照甲方最终确认的技术规范进行生产，新的技术规范适用于产品批次的生效时间以甲方的最终确认为准。

If changes occur to the Technical Status of the Products, the Supplier shall manufacture in accordance with – as long as nothing else has been agreed to – the individual change of the Technical Status that has been finally confirmed by ZAMA. The valid time of the changed Technical Status applying to the Products shall refer to the final confirmation of ZAMA.

如果供应商发现基于其生产设备的问题，既定生产的具体要求应当以更有效和更经济的方法替代，供应商应当立即以书面方式通知甲方并提出具体建议。供应商可在得到甲方明确同意的前提下方可实施其建议的替代方案。如果甲方对供应商的建议进行了补充或修改，则供应商应当实施甲方最终确定的方案。If the Supplier realizes that the specifications in regards to a secure production have to be replaced with more effective and economical specifications under consideration of the Supplier's production equipment, the Supplier shall inform ZAMA in written form immediately and make suitable recommendations. The Supplier can only execute the recommendations after obtaining express approval from ZAMA. ZAMA made supplements or revisions to the recommendations of the Supplier, the Supplier shall execute the proposal determined by ZAMA.

7.2. 质量保证措施 Quality Assurance Measures

乙方对产品的生产以及生产过程的规划和监督负责，并保证产品的具体规格符合甲方的要求。为确保产品质量达标，乙方应按照甲方的要求制定产品质量检验标准并提交甲方确认。如果在约定的技术文件中有特别质检要求的，乙方应当将其加入到产品质量检验标准中。

The Supplier ensures to take over responsibility for the manufacturing of the Products as well as the planning and monitoring of the production process and guarantees that the Products correspond with the specifications required by ZAMA. The Supplier will create inspection specifications for the assurance of the quality according to the requirements of ZAMA and submit to ZAMA for approval. If special inspection requirements are included in the agreed technical documentation, the Supplier will include these to its inspection specifications.

另外，如果乙方发现产品的规格必须要做出修订或补充，应立即以书面形式通知甲方以获取许可。甲方确认后，供应商保证及时将影响检验标准的规格修订或补充加入检验标准中，并且按照甲方的要求提交详细信息或进行测试。Furthermore, if modifications and/or additions have to be made to the specifications of the Products, the Supplier shall inform ZAMA in written form immediately for approval. After obtaining the approval from ZAMA the Supplier will ensure that modifications and additions affecting inspection characteristics are added to the inspection specifications without delay. If requested the details and tests shall be presented to ZAMA.

7.3. 质量会议 Quality Meetings

为达到质量目标并采取最有效的质量保证措施，合同双方同意在必要时召开质量会议。会议应对产品生产的经验以及相关的改进措施进行交流。合同一方可以提前15天向另一方发出书面通知的方式召集会议，另一方应在收到通知后3天内回复确认会议时间，无正当理由不得拒绝或

拖延参加会议。To achieve the quality goals and to continuously optimize the quality assurance measures it is agreed that necessary quality meetings continue to take place. These meetings support the exchange of experience for the manufacturing as well as the introduction of improvement measures. The meetings can be called for by either Party in writing at least 15 days before the proposed meeting date. The other Party shall respond within 3 days upon receipt of the notice to confirm the meeting time and shall not refuse or delay the meeting without proper excuse.

7.4. 过程更改 Process Modifications

如果产品生产或质检的过程、或者生产地等其它因素的变化会影响产品质量或者质量的稳定性，乙



方应根据甲方的要求立即以书面形式向甲方报告，并征求采取进一步措施的意见。产品质量包括产品的功能和性能。In the event of any modification to the manufacturing or inspection process or a manufacturing location change that could influence the quality capability or product quality, the Supplier must inform ZAMA in the written form immediately for approval of further measures according to ZAMA requirements. The Product quality includes product function and performance.

甲方保留对乙方进行新零部件评估的权利。ZAMA reserves the right to conduct another new part evaluation (NTB) for the Products.

乙方在涉及到如下重大信息变更时，应通过书面形式(邮件，快递及传真等)通知甲方。该信息达到甲方的时间不晚于乙方得到相应变更信息后 5 个工作日内：Suppliers shall notify ZAMA in written form (email, courier, fax, etc.) when the following major information changes are involved. Such information shall reach ZAMA within 5 working days after the supplier obtains the corresponding change information: 法定代表人变更，大股东变更，大股东持股比例变更; Change of legal representative, shareholder and/or ratio of major shareholding

公司经营方针方向变动，包括但不限于跨行业发展、房地产开发、涉及甲方产品的主营业务削减等; Company business strategy changes, including but not limited to cross-industry development, real estate development, reduction of main business involving ZAMA products, etc.;

组织结构重大变更，包括但不限于部门增减，主要联系人变更; Significant changes in the organizational structure, including but not limited to department additions and deletions, and changes of the main contact person;

非正常的停产或减产，包括但不限于环保违规造成的关停，政策法规影响导致，工人罢工、重大工伤事故、上下游关联企业供应中断、变更风险及商务合作风险、自然灾害、重大公共事件等不可抗力;

Abnormal production stoppage or production reduction, including but not limited to shutdowns caused by environmental violations, impacts of policies and regulations, workers' strikes, major work-related accidents, supply interruptions of upstream and downstream affiliates, risks of change and business cooperation, natural disasters, major Force majeure such as public events;

涉及甲方产品的场地拆迁，厂房设备改造;涉及到影响供应商履约能力的法律事件，包括但不限于公司进入破产重组、破产清算、公司资产被查封、冻结、扣押或者拍卖;其他任何涉及到影响供应商履约能力的事件。Relocation of the plant, equipment retrofit upgrades of ZAMA products; Legal events that affect the supplier's contractual performance, including but not limited to the company's bankruptcy reorganization, bankruptcy liquidation, company assets being seized, frozen, seized or auctioned. Any other incidents that affect the supplier's ability to perform contracts.

7.5. 质检文件 Inspection Documents

根据生产质量控制的要求，乙方应对即将交付甲方的产品进行测试检验并制作检验清单。该检验清单需得到甲方的事先同意。如果甲方要求，乙方同意提交详细材料供甲方查看。

According to the requirements of manufacturing quality control, the Supplier conducts test programs and products checklists for the Products delivered to ZAMA. The checklists are to be agreed with ZAMA in advance and the details shall be made available on demand by ZAMA.

7.6. 质检证明 Inspection Verifications

乙方以书面形式记录产品检验的结果，检验结果需在产品交货后至少保存 5 年，涉及安全性的零部件检验结果应至少保存 15 年。在要求的保存年限内，不论甲方在任何时候提出查看要求，乙方都应立即提交查看。The Supplier documents the results of the conducted inspections and retains the inspection verifications for at least 5 (Safety parts shall be retain 15 years) years after delivery of the Products. The documentation is to be made available immediately to ZAMA for inspection at any time within the retaining period.

7.7. 临时偏差 Temporary Deviation

如果乙方在发货前发现产品与既定规格发生偏差，需立即以书面形式通知甲方，并说明出现偏差的原因以及消除偏差需要采取的措施。乙方只有在收到甲方书面的偏差放行许可后才可安排发货。获

得偏差放行许可的产品需要作出特殊标识并进行特别检验。The Supplier will immediately inform ZAMA in written form of temporary deviations from the specifications before delivery of the Products and the reason for the deviation and the measures implemented to alleviate it. The delivery can only be arranged after receipt of a written deviation permit from ZAMA. With reference to this deviation permit, the Products are then to be delivered and marked and treated as exception for inspection.

偏差放行许可系在特殊情形下甲方就特定批次产品临时给予乙方的非常规许可，不代表甲方对放行的产品的质量予以认可，乙方需对存在质量问题的被放行的产品承担违约责任。如甲方决定不给予乙方临时偏差许可的，乙方还需承担延迟交货的违约责任。

The deviation permit is an unconventional permit given by ZAMA to the Supplier temporarily for specified batch of Products under special circumstances. It does not mean that ZAMA acknowledges the quality of the permitted Products. The Supplier shall bear liabilities for breach of contract if the permitted Products have quality problems. If ZAMA decides not to give temporary deviation permit to the Supplier, the Supplier shall bear the liability for late delivery.

7.8. 合作 Cooperation

只要是与甲方产品有关，乙方应当允许甲方的工程师在约定的日期到乙方处查看生产区域、质检文件和报告。如果供应商拒绝甲方查看涉及其专有技术的生产区域，乙方需保证并证实相关区域的生产程序是安全可靠的。As far as ZAMA products are affected, the Supplier shall allow engineers of ZAMA at an agreed date insight to the production areas, inspection documents and inspection reports. If the Supplier refuses the insight of production areas that reveal its valuable know-how, the Supplier is then obligated to guarantee and verify the process security of these processes.

特别是当质量缺陷发生时，乙方需确保甲方一切可能的支持以尽快澄清并消除问题。甲方有义务在本合同范围内不向任何第三方（提供给法律、会计、审计服务的外部人员及相关政府主管部门除外）披露从乙方处获得的任何商业秘密。乙方指定甲方的工程师作为其授权签字人或者在必要时作为乙方的代表处理产品质量缺陷问题。Especially when defects are found, the Supplier guarantees ZAMA every possible support for quick clarification and immediate elimination. ZAMA is obligated within the scope of this Agreement to maintain from any third parties (excluding outside legal, accounting and audit personnel and relevant government authorities) the secrecy of any knowledge gained from the Supplier. The Supplier designates ZAMA as its signature-authorized engineers and if necessary its representative.

甲方工程师对乙方的供货产品所进行的一切活动都不免除乙方根据甲方的要求提供合格产品的责任，也不免除乙方对不合格产品需要承担的责任。All the activity of the engineers of ZAMA neither release the Supplier from the responsibility to deliver without defects according to the ZAMA specifications, nor release the Supplier from bearing liability for delivering defective Products.

7.9. 与下级供应商的合作 Cooperation with Sub-Suppliers

为生产需要或为确保产品的质量，乙方可以从其它供应商（以下简称为“下级供应商”）处购买生产用模具、检验设备、软件、服务、原材料及其他物品。如果下级供应商提供的任何物品或服务导致甲方的产品出现质量问题或其它问题，由乙方负责承担一切责任。

The Supplier may purchase production tooling or inspection equipment, software, services, material or other deliveries from suppliers (hereinafter referred to as “the Sub-Suppliers”) for the manufacturing or quality assurance of the Products. If anything provided by the Sub-Suppliers causes quality or any other problems to the Products delivered to ZAMA, the Supplier shall take all the responsibilities caused thereby.

7.10. 交货检验 Incoming Inspection

本合同项下甲方对乙方供货进行的交货检验仅限于对产品数量、外观瑕疵和明显缺陷的检验。甲方会根据情形在发现缺陷产品后及时通知乙方。

ZAMA will inspect the Products delivered under this Agreement with regard to the quality assurance implemented by the Supplier only in terms of quantity, identity and obvious defects. Defects will be notified in time upon discovery according to the circumstances.

7.11. 保证义务 Warranty Obligation

乙方保证：不参与，不从事生产仿冒甲方产品的活动；不向有仿冒甲方产品行为的厂家供货；不从



事其他直接或者间接参与仿冒甲方产品的行为。The Supplier guarantee that: they do not involve, participate in producing any counterfeit of ZAMA products; or supply products to the factory which make counterfeit of ZAMA products; or any other direct or indirect behaviors participate in counterfeiting ZAMA products.

甲方有权（但并无义务）在接收乙方货物前对货物进行检验。ZAMA shall be entitled, but not obligated, to inspect the delivery items before the receipt of the same. 甲方有权按照下述规定享有强制性的质量保证权利，包括损害赔偿请求权：ZAMA shall be entitled to the statutory warranty rights - including damages claims - subject to the following provisions:

如甲方在收货前对货物进行个别抽查时发现缺陷，甲方有权要求乙方对整批装运货物进行筛选、修理及更换。乙方未在甲方设定的合理期限内完成甲方前述要求的，甲方有权自行或委托第三方排除瑕疵，其费用由乙方承担。经乙方同意，甲方有权立即自行或委托第三方采取补救措施，而不影响本合同项下的其他甲方请求权的行使。由此产生的费用由乙方承担。甲方收货后发现缺陷的，甲方有权采取与上述同样的措施。乙方、甲方或其委托的第三方对货物缺陷采取了补救措施的，乙方仍应当就货物缺陷导致的所有甲方和第三方损失承担赔偿责任。对于尚未被认定为含有瑕疵、且尚未就此予以通知的货物，即使予以接收、加工，或进行支付，或再行订购，均不得作为是对交付的接受或对该瑕疵所享有的求偿权的放弃。If ZAMA finds defects upon spot checks in a shipment before the acceptance of related delivery items, ZAMA has the right to request SUPPLIER to sort, repair and replace the entire shipment. Should SUPPLIER fail to fulfill the aforementioned request of ZAMA within a reasonable time period set by ZAMA, then ZAMA shall be entitled to remedy the defect itself or have it remedied by a third party at SUPPLIER's expense. With SUPPLIER's consent, ZAMA may perform the remediation itself right away or have it remedied by a third party regardless of other claims that could be raised by ZAMA as per this Contract. The costs incurred thereby shall be borne by SUPPLIER. If ZAMA finds defects after the acceptance of related delivery items, ZAMA also has the right to take measure as stipulated above. In case that SUPPLIER, ZAMA or any third party entrusted by ZAMA has made any remedial measures on the defects of the delivery items, SUPPLIER shall still undertake the liability of compensation for the losses therefore suffered by ZAMA and any third party. The receipt of the goods and the processing, payment and reorder of goods which have not yet been recognized and notified as defective may not be construed as an approval of the delivery or waiver of defect claims.

在乙方有义务为甲方所需预留紧急备用存货的情形下，甲方有权每隔合理期间现场检查存货情况。检查之前应事先约定时间。To the extent SUPPLIER is obligated to keep emergency stocks on hand at ZAMA's disposal, ZAMA shall be entitled to verify the existence of such stocks on site at appropriate intervals after scheduling an appointment in advance.

8. 产品责任、责任免除 Product liability, release from liability

因第三方产品责任而向甲方提出索赔的，乙方须向甲方作出赔偿。经证实乙方货物并未产生产品瑕疵，或甲方须对产品瑕疵负责的，乙方不承担责任。除此之外的合法请求权不受影响。SUPPLIER shall be obligated to indemnify ZAMA against third party product liability claims. SUPPLIER shall not be held liable where a product defect provably has not occurred or where ZAMA provably is responsible for the product defect. Statutory claims beyond that remain unaffected.

甲方可以要求乙方购买足以对根据本合同本第 8 条以及第 10 条规定应当赔偿的费用进行赔偿的保险或针对此项风险设立准备金。乙方须自行向甲方提供该保险或准备金设立证明。ZAMA could request SUPPLIER to purchase insurance or establish a reserve with coverage sufficient to reimburse expenditures pursuant to Clause 8 and 10 hereof. SUPPLIER shall provide ZAMA with proof of such coverage with insurance or reserve of its own accord.

9. 乙方的损害求偿权 Damages claims of SUPPLIER

乙方对甲方的轻微过失不享有损害求偿权，而不论法律基础为何。前述之排除不适用于人身损害。对甲方的责任免除或限制一并适用于甲方的雇员、代表和代理的个人责任。SUPPLIER shall have no damages claims against ZAMA for slight negligence, regardless of the legal grounds. The aforementioned exclusion does not apply to personal injuries. Where ZAMA liability is excluded or limited, this also applies to the personal liability of its employees, representatives and vicarious agents.

10. 针对第三方权利的赔偿 Indemnification against rights of third parties

乙方须负责保证，并未因其供应自产产品而令任何第三方权利受到侵害。借此，甲方提请乙方注意，甲方产品在全球范围内销售。如有第三方以其权利受到侵害为由向甲方或甲方关联企业提出索赔，乙方须就此对甲方做出赔偿。赔偿额应相当于甲方因该第三方索赔而发生的所有必要费用（包括律师费用）。SUPPLIER shall be responsible for ensuring that no third party rights are infringed upon in connection with the delivery of its products. In this connection, ZAMA calls SUPPLIER's attention to the fact that ZAMA products are distributed worldwide. Should a third party assert claims against ZAMA or an affiliate of ZAMA due to an infringement of its rights, SUPPLIER shall be obligated to indemnify ZAMA against such claims. The indemnification duty pertains to all expenditures which ZAMA or a ZAMA affiliate would necessarily incur in connection with the assertion of claims by a third party (including legal attorney's fees).

11. 不可抗力 Force majeure

- 11.1. 如甲方受不可抗力阻碍而不能履行其合同义务，特别是接收货物，则在遭遇阻碍期间以及适当的准备期间内，甲方的履行义务得予免除；乙方不得据此解除合同或请求赔偿。If ZAMA is prevented by force majeure from fulfilling its contractual duties, particularly the acceptance of the goods, it shall be released from its duty to perform for the duration of the obstacle plus an appropriate start-up period, without SUPPLIER being able to rescind this Contract or demand damages.
- 11.2. 发生甲方无法预见、无法控制的情形，给甲方造成不合理困难，或使其暂时不可能履行义务的，例如：劳动争议；政府措施；能源短缺；严重的经营故障，例如全部工厂或其重要部门遭到破坏，等同于不可抗力情形。Equivalent to force majeure shall be unforeseeable circumstances beyond ZAMA's control which make it unreasonably difficult or temporarily impossible for ZAMA to fulfill its duties. Examples of this are labor disputes, official measures, energy shortages and material breakdowns in operation, e.g. due to the destruction of the entire plant or important divisions of it.
- 11.3. 如前述阻碍事件持续超过四个月，则双方均有权终止合同。If these obstacles last longer than four months, then both Parties shall have the right to rescind this Contract.

12. 商标及知识产权保护 Protection of trademarks and intellectual property

- 12.1. 非经甲方书面许可，标有甲方商标的产品不得向第三方供应。前述规定亦同样适用于甲方因法定原因未从乙方接受的货物。Products with ZAMA trademarks may only be delivered to third parties with the written consent of ZAMA. This also applies to goods which ZAMA has not accepted from SUPPLIER on legitimate grounds.
- 12.2. 对于在乙方与甲方订货或日常经营当中产生的任何改进或创新，甲方有权将乙方就此注册的任何改进或创新付诸商业使用而无须支付费用，包括将该权利分许可予第三方的权利。前述权利为非独占性权利。如乙方无意将此类知识产权注册，则该项权利应转让给甲方（甲方无需就此支付费用），即甲方有权作为所有权人对前述改进或创新进行注册。甲方完成注册后，乙方有权获得该等知识产权的非独占使用权（不包括分许可权）。Should any improvement or creation arise with SUPPLIER in

connection with the order or the daily cooperation between SUPPLIER and ZAMA, ZAMA shall have a non-exclusive right to realize commercially the improvement and creations registered by SUPPLIER free of charge, including the right to issue sublicenses to third parties. If SUPPLIER does not have an interest in registering the intellectual property right, then such right shall pass to ZAMA free of charge where ZAMA is entitled to register the aforementioned improvement or creations as the owner of the same. Upon the registration by ZAMA, SUPPLIER is entitled of a non-exclusive right to use such intellectual property without a sublicense right.

13. 甲方提供或移交的物件、工具 Objects provided or handed over by ZAMA; Tools

- 13.1. 甲方向乙方提供物件的，其所有权由甲方保留。该物件应标记为甲方的财产并列清单，与其他物件分开存放。乙方仅得为甲方所需进行加工或更改。如将由甲方保留所有权的物件与其他不属于甲方的物件进行组装，则甲方按照组装时由其提供的物件的价值（成本价加增值税）与其他组装物件价值的比例获得新物的共同所有权。Where ZAMA provides objects to SUPPLIER, ZAMA shall reserve its ownership of them. The objects shall be labeled as ZAMA's property with a specific list and stored separately from items not belonging to it. Any processing or alterations by SUPPLIER shall be carried out for the requirement of ZAMA. If the reserved objects of ZAMA are combined with other objects not belonging to ZAMA, then ZAMA acquires the co-ownership of the new object in relationship of the value of the objects provided by ZAMA (cost price plus VAT) to the other combined objects at the time of the combination.
- 13.2. 如甲方提供的物件与不属于甲方的物件相互掺杂或融合，难以分开，则甲方按照混合时由其保留所有权的物件的价值（成本价加增值税）与其他混合物件价值的比例获得新物的共同所有权。如混合后另一物件作为主物，则视为双方已经约定乙方将按比例将共同所有权转让给甲方。乙方须协助甲方妥善保有前述独占所有权或共同所有权。If the item provided by ZAMA is indivisibly blended or mixed with other objects not belonging to ZAMA, then ZAMA acquires the co-ownership of the new object in relationship of the value of the reserved objects of ZAMA (cost price plus VAT) to the other mixed objects at the time of the mixing. If the mixing is carried out in such a way that the other item is to be considered the main item, then it shall be deemed to have been agreed that SUPPLIER will transfer co-ownership to ZAMA pro rata; SUPPLIER shall keep the sole ownership or co-ownership in safe custody for ZAMA.
- 13.3. 设计样品、模型、图纸、印刷拷贝、技术说明、生产设备、模具（如工具）等（以下称“样品及生产设备”）的所有权均由甲方享有。除为本协议之目的，乙方不得对甲方样品及生产设备进行复制并用于产品制造，包括自行支付费用而进行复制。ZAMA reserves the ownership of design patterns, models, drawings, printer's copies, technical instructions, production equipment, mould such as tools (hereinafter: Patterns and Production Equipment). Except for the purpose of this Contract, SUPPLIER shall be prohibited from making copies of ZAMA's Patterns and Production Equipment - even at its own costs - and using them to manufacture goods.

14. 保密 Confidentiality

双方约定的《保密协议》规定在此适用（见附件一）。

The provisions of the Framework Confidentiality Agreement, as agreed upon between the parties, shall apply (see Appendix I).

15. 广告 Advertising

乙方仅在得到甲方事先书面许可的前提下，方可将与甲方的商业关系用于广告目的。The business relationship to ZAMA may only be used for advertising purposes upon prior written consent of ZAMA.

16. 合作终止、合同补充或变更

Termination of the cooperation, additions or amendments to the Contract

- 16.1. 本合同于签订日起即时生效。This Contract shall enter into force upon execution with immediate effect.
- 16.2. 尽管本合同有其他规定，若一方未能履行其在本协议下的任何义务，该一方应被视为已违反了本合同。若该违约是可纠正的，违约一方应在违约行为发生后的【】日内或在收到另一方要求其纠正违约行为的通知规定期限内（以较长者为准）纠正此等违约。若在前述期限经过后，该违约仍未被纠正，或若违约是不可纠正的，另一方有权解除本协议并要求违约一方赔偿因违约造成的全部损失和损害。Notwithstanding otherwise stipulated hereunder, if a Party fails to perform any of its obligations under this Contract, such Party shall be deemed to have breached this Contract. If the breach is curable, the Party in breach shall cure the breach within 【】 days after the occurrence of the breach or within the period specified in the notice issued by the non-breaching party requesting for a rectification of the breach(whichever period is longer). If, after the expiration of the aforementioned period, the breach is not corrected or where the breach is incurable, then the other Party shall have the right to terminate this Contract and claim from the Party in breach any and all loss and damage caused by the breach.
- 16.3. 甲方在如下任一情况下均可书面通知乙方全部或部分解除本协议，甲方的任何其他权利或救济不受影响且无须对乙方承担责任：ZAMA may terminate the whole or part of this Contract by written notice without prejudice to any other of its rights or remedies and without liability to the SUPPLIER if:
- 乙方未在约定的交货期间内或固定日期前交付货物且该延迟持续达到[□]个工作日，除非延迟系由于不可抗力事件所造成； Unless the delay is due to force majeure events, the SUPPLIER fails to deliver the products during the agreed delivery periods or before the agreed delivery date and the delayed delivery lasts more than [□] working days;
 - 甲方获知足以质疑乙方履约能力的情况，包括但不限于乙方被采取强制执行、法院财产保全措施或破产程序或任何同等或类似于破产的程序或避免破产的重组程序的开始； ZAMA acknowledges the circumstances that might lead to questioning on the performance capacity of SUPPLIER, including but not limited to the compulsory execution, and property preservation of court imposed on SUPPLIER or the commencement of any bankruptcy proceedings or any procedures equal or similar to bankruptcy proceedings or restructuring to avoid bankruptcy on SUPPLIER;
 - 乙方未经甲方事先书面同意，将其在本合同项下的义务的全部或任何部分转让或分包；或本合同中另行规定的其他情况。The SUPPLIER assigns or sub-contracts the whole or any part of its obligations under this Contract without prior written consent of ZAMA; or Any other circumstance otherwise stipulated in this Contract.
- 16.4. 如果本合同的全部或部分根据上述约定或法律规定被解除，乙方应就由此给甲方带来的所有损失、责任、费用和支出（包括律师费）负责。In the event the whole or part of this Contract is terminated under the stipulation above or relevant laws, the SUPPLIER shall be liable to ZAMA for all damages, liabilities, costs and expenses (including attorneys' fees) caused to ZAMA.
- 16.5. 除本合同另外约定或法律另有规定的情形外，甲方可在提前【六】个月以双挂号信或快递方式告知乙方后解除本合同，而无需承担违约责任。Except for other stipulations under this Contract or otherwise provided for by law, ZAMA shall inform SUPPLIER [6] months in advance by registered letter with return receipt or courier to terminate this Contract without bearing any breach liability.

- 16.6. 合作期间，如在质量、物流和竞争方面产生任何问题，双方应本着寻求解决办法的态度进行协商。质量、物流和竞争方面的持续问题不能通过协商解决的，甲方可向乙方发出书面通知立即解除本合同而无需承担违约责任。Should any problems arise in the cooperation in the areas of quality, logistics and competitiveness, the Parties shall discuss them in an attempt to arrive at a solution. In case that continuing problems in the areas of quality, logistics and competitiveness cannot be resolved through discussion, ZAMA is entitled to immediately terminate this Contract upon written notification without bearing any breach liability..
- 16.7. 对本合同所作的任何补充或变更须以书面形式进行。本合同个别规定全部或部分无效或不具可执行性，或者全部或部分失效或丧失可执行性，或者证实合同中存在未约定事项的。其余规定的效力不受影响。规定无效或不具可执行性的事项，视为双方已经约定符合无效或不具可执行性规定目的和意义的有效规定。对于遗漏的条款，应当根据本协议的意图和目的判断，依据假设双方在本协议商定最初已经就该等条款内容进行了考量从而本应当同意的条款内容进行确定。Additions or changes to this Contract must be in written form. Should individual provisions of this Contract be or become wholly or partially invalid or unfeasible, or should there prove to be an omission in this Contract, this shall not affect the validity of the remaining provisions. In the place of the invalid or unfeasible provision, a valid provision shall be deemed agreed upon which corresponds to the purpose and meaning of the invalid and unfeasible one. In the event of an omission, a provision shall be deemed agreed upon which corresponds, on the basis of the purpose and meaning of this Contract, to what the members would have agreed upon, had they considered the matter at the outset.

17. 争议解决 Dispute resolution

- 17.1. 本合同引起的一切争议应根据香港法律仲裁规则通过仲裁庭解决。All disputes arising from this Contract shall be settled by an arbitration tribunal in accordance with the Arbitration Rules of Hong Kong law. This contract has two copies. Each party holds one.
- 17.2. 【本合同以中英文书成，中文和英文版本各签署二（2）份，双方各执一（1）份。本合同中文和英文版本应当拥有同等效力，如有冲突以英文为准。】 / 【本合同一式两份，双方各执一份】 【This Contract is made in English and Chinese in two (2) originals, one of which is to be held by each Party. The English and Chinese versions shall have the same legal effects. In case of any discrepancy between these two versions, the English version shall prevail.】 / 【This contract has two copies. Each party holds one.】



【签字页】

甲方: 骏马企业有限公司
Zama Corporation Ltd

乙方:

代表:
Representative
.....;

代表:
Representative
.....

签约时间:
Signature date

签约时间:
Signature date



<附件一>

Appendix I:

保密协议
Confidentiality Agreement

在甲方从乙方取得货物或服务方面，甲方和乙方保持紧密的供应关系。在保持这种供应关系的过程中，甲方为了某些目的继续提供信息给乙方。为了双方持续的合作关系，甲方和乙方就提供信息达成以下协议。 Zama and SUPPLIER maintain a close supply relationship in which Zama obtains goods and /or services from SUPPLIER. In the course of this supply relationship Zama continuously discloses information to SUPPLIER for several purposes. For their continuous cooperation, Zama and SUPPLIER reach the following agreement on the handling of this information.

在合作过程中，甲方可能会提供给乙方如技术秘诀、商业及公司机密，允许乙方阅览书面资料，提供资料、材料，或允许乙方进入公司内部（所有这些内容以下称为“信息”）。In the course of cooperation, ZAMA will probably make available to SUPPLIER technical know-how, business or company secrets, give insight to documentation, hand over documents or material and/or grant SUPPLIER admittance to the company premises (hereinafter referred to as “INFORMATION”)

除非另有协议,甲方提供给乙方的所有信息都应视为保密信息。这同样适用于合作本身及保密协议的签订。乙方未经甲方书面同意，不得披露给任何第三人，无权将双方合同项目用作广告用途。Unless otherwise agreed upon, all INFORMATION that is disclosed to SUPPLIER by ZAMA shall be treated as confidential INFORMATION. This also applies to the cooperation itself and the conclusion of this agreement. SUPPLIER is not entitled to disclose INFORMATION to any third party or to mention the cooperation in advertising without ZAMA’s written consent.

乙方必须视所有从甲方获取的信息为保密信息（甚至在签定本协议之前）。乙方只能给那些在做本协议范围内工作而需要的员工使用保密信息，并且应该竭力避免这些员工传送保密信息给未授权人员。如果乙方需要将保密信息提供给任何其他第三方公司的，则乙方必须取得甲方的事先书面同意，并与第三方公司事先签定与本协议内容一致的保密协议。乙方应当就其员工及前述第三方公司的保密义务向甲方承担担保责任。SUPPLIER shall keep confidential the all the information received from ZAMA (even before the effective day of this agreement) and make it available only to those employees who require it for the purpose of performing the work within the scope of this agreement, and do its utmost to prevent its employees from passing the INFORMATION on to unauthorized persons. IF SUPPLIER needs to provide the INFORMATION to any third-party companies, it may only make INFORMATION available to these other companies after the written permission of ZAMA and after a confidentiality agreement with identical content has been concluded with these other companies. SUPPLIER shall guarantee on the performance of the confidentiality obligations by its employees or the aforementioned third-party companies.

任何甲方提供的材料和文件在任何时间里都必须放在一个安全的场所。乙方必须用高端的方法保护电子信息的安全，比如使用密码保护、防火墙和防毒软件保护等。通过采取适当的措施，防止双方公司及第三方公司员工对数据处理设备进行未授权使用。如果在数据处理环节发生数据和保存数据的媒体丢失、被窃，或有人制作未授权版本，或其他类似的违规行为，相关负责人必须立即通知甲方。通知包括但不限于受影响数据的种类、程度和范围等具体情况。Any materials or documents supplied by ZAMA shall be retained in a secured location at all times. SUPPLIER shall secure electronic INFORMATION according to the respective state-of-the-art, e.g. by using password protection, firewalls and antivirus software. By taking adequate measures, it shall prevent its data processing equipment from unauthorized use by both its own employees and third parties. If data or storage media gets lost, is spied out or if unauthorized copies are made or if other comparable irregularities should occur on data processing, ZAMA shall be notified immediately. The notification shall contain a detailed description of affected data, including but not limited to its sort, extend and scope.

乙方对从甲方得到的知识和信息必须只用于被允许的内容。乙方无权把这些保密信息用在商业上或用在研



究上，除非得到甲方的同意。甲方保持所有提供给乙方的信息的所有权，特别是移交的技术图纸、总结或其他文件的所有权，这尤其关系到本国或外国知识产权的申请和授予。The knowledge and INFORMATION received from ZAMA shall be used by SUPPLIER only for the purpose agreed upon. In particular, SUPPLIER is neither entitled to use the INFORMATION commercially nor to use it for research purposes, unless otherwise agreed by ZAMA. ZAMA reserve all rights in all INFORMATION transmitted to SUPPLIER, especially in technical drawings, summaries or other documents that were handed over; this pertains in particular to the right of application for and grant of national or foreign intellectual property rights.

本协议中的信息可以不再被视为保密信息，如果乙方可以证明如下：INFORMATION shall cease to be considered as confidential in terms of this agreement, if SUPPLIER can prove that:

- 甲方向乙方提供信息时，此信息已经被大众所知，或后来在乙方不违背此协议条款的情况下被大众所知。或·
at the time of disclosure by ZAMA to SUPPLIER the INFORMATION has already been known by the general public or the INFORMATION subsequently becomes generally known without a breach of the terms of this agreement by SUPPLIER, or
- 信息已经或后来被第三方通过合法途径得到，且该等第三方在没有违背任何保密义务的情况下提供信息给乙方。或·
the INFORMATION has lawful been acquired or is subsequently lawfully acquired by a third party that does not violate the agreement by disclosing the INFORMATION to SUPPLIER, or
- 乙方收到信息前就已经从合法途径知道了该信息，并且不是从违背协议的第三方得到该信息。或
the INFORMATION was known by SUPPLIER through legal approach prior to handling over and was not obtained from a third party by violating the agreement, or
- 信息已经被乙方通过独立研发获得。
the INFORMATION has been independently developed by SUPPLIER.

本协议未授权乙方要求甲方披露保密信息或要求甲方签定合作协议的相关权利。

This agreement does not entitle SUPPLIER to claim for the disclosure of INFORMATION or the conclusion of a cooperation agreement.

维持保密义务应该无限期的有效。如双方签定的协议和其他协议（如研发协议）有不一致，其他协议应优先。The obligation to maintain confidentiality shall be valid for an indefinite period of time. In case of any inconsistency between the agreement and other agreements that the parties concluded, such as research and development agreements, these other agreements shall prevail.

本协议无限期的有效。本协议的有效期不限于双方合作期限内，合作结束后保密义务仍然有效，不会因为协议的到期或解除而无效。This agreement shall be valid for an indefinite period of time. It will not end automatically on the termination of the parties' cooperation. The confidentiality obligation shall remain unaffected of the ending or termination of this agreement.

本协议的修改和补充必须以书面形式进行。如果本协议的条款无效或无法执行，或协议中有遗漏部分，都不影响协议整体的有效性。对于无效或无法执行的条款，其相关的有效条款应被认为是双方都同意的，这跟双方的合作意愿和目的是紧密相连的。对于遗漏的条款，应当根据本协议的意图和目的判断，依据假设双方在本协议商定最初已经就该等条款内容进行了考量从而本应当同意的条款内容进行确定。Amendments and additions to this agreement must be made in written form. Should any provision of this agreement be or become invalid or unenforceable, or should there be an omission herein, this shall not affect the validity of the Agreement as a whole. In place of the invalid or unenforceable provision, that valid provision shall be deemed agreed which corresponds most closely to the intended spirit and purpose. In the event of an omission, that provision shall be deemed



骏马企业有限公司基本采购合同 **Zama Corporation Ltd.**

agreed which corresponds to what would have been agreed, judging by the spirit and purpose of this agreement, had the matter been considered at the outset.

本协议受中华人民共和国香港特别行政区法律管辖。因本协议而产生的任何冲突均应交由香港国际仲裁中心(“HKIAC”)根据仲裁通知提交时有效的 HKIAC 管理仲裁规则进行仲裁并最终解决。This agreement is subject to the laws of the Hong Kong Special Administrative Region, People’s Republic of China. For any conflicts resulting from this agreement shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“HKIAC”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.