

## 迈恩德（北京）电子有限公司采购格式合同（2011年6月）

## Purchasing Terms & Conditions (June 2011)

### 一、标准采购格式合同的适用范围

1. 除非以书面形式明确作出不同约定，本采购格式合同适用于迈恩德（北京）电子有限公司（以下简称迈恩德公司）作为买方或者订购方订立的所有合同。除本格式合同之外的卖方、供货方或服务提供者（以下简称供货方）的格式合同均不适用，即使迈恩德公司未明确表示反对。如果供货方的条件与本格式合同相矛盾，则本格式合同应当适用。
2. 本采购格式合同同样适用于将来与供货方之间发生的业务往来。
3. 迈恩德公司依法享有的超出本采购格式合同所约定的权利不受影响。

### 二、格式合同的订立

1. 仅迈恩德公司发出的书面订单具有法律约束力。
2. 除非另有其他书面明确约定，迈恩德公司对供货方的建议、要求或者说明保持沉默的做法，在任何情况下都不能被视为同意。

### 三、给付的范围和内容

1. 供货方应根据格式合同订立时所给定的规格和给付描述履行给付义务。如果在合同订立时未对此予以明确约定，那么以经供货方的要约和价目表为准。
2. 除非另有其他书面明确约定，所有的供货必须符合当时有效的 DIN 和/或 VDE 标准以及其他行业惯例或欧盟标准（特别是 RoHS 2002/95/EC 指令和 EU-Alttaurichtlinie 2000/53/EC）。
3. 在迈恩德公司的产品有产品零件号的情况下，产品标签上必须涵盖迈恩德公司的产品零件号。
4. 迈恩德公司仅仅受领所订购的数量或者件数。多交付、少交付或者部分交付只有经迈恩德公司预先书面同意方可为之。
5. 对于批量部件供货方还应当适用以下规定：供货方有义务将所有必备数据输入 [www.mdssystem.de](http://www.mdssystem.de) 中的 IMDS 系统（国际材料数据系统）。这些数据必须在首批样品测试报告或者 PPAP 文件出具之前提供，或者与首批样品同时提供。所输入的数据必须被输入到“94736”的 ID 号之下。
6. 供货方负有致力于达到 TS 16949 和 ISO 14001 标准的义务。

### 四、给付的变更

1. 在合同履行过程中，如果供货方认为对原始约定的标准进行某些变更将对于合同的履行是必要的或者合理的，那么他应该将这一情形毫不迟延地告知迈恩德公司。由迈恩德公司决定是否希望进行所建议的变更。
2. 只要对于供货方来说是可以接受的或者行业惯例所允许的，迈恩德公司在合同订立后仍然保留对给付进行变更的权利。在进行变更时，迈恩德公司将对因此而产生的影响予以合理考虑，特别是费用的增加或者减少以及交付日期。
3. 如果供货方使用经迈恩德公司同意之外的其他生产工具、原材料或者生产流程，供货方必须预先征得迈恩德公司的同意，并包括对已经存在的委托的再次确认。

### 五、交付日期和迟延交付

1. 迈恩德公司所发出订单中规定的交付日期具有法律约束力。交付日期是指货物到达迈恩德公司所指定地点的日期。
2. 如果供货方预见到自己不能遵守交付日期，那么供货方有义务毫不迟延地将导致迟延的原因以及迟延的预期期限以书面形式告知迈恩德公司。

### I. Scope of MD (Beijing) ELECTRONICS Co., Ltd. Purchasing Terms

1. All contracts concluded by MD (Beijing) ELECTRONICS Co., Ltd. at all locations (referred to hereafter as MD) as purchaser or customer shall be subject to these Terms and Conditions, unless expressly otherwise agreed to in writing. Any and all conditions of the vendor, supplier or service provider (collectively referred to as Supplier hereafter) shall not be deemed an integral part of the contract, even if MD fails to expressly contradict such conditions. In the event the conditions of the Supplier contradict these Terms and Conditions, these Terms and Conditions shall prevail.
2. All future transactions with the Supplier shall likewise be subject to MD Purchasing Terms and Conditions.
3. The present Terms and Conditions shall not affect any additional rights to which MD may be entitled in accordance with the statutory provisions.

### II. Conclusion of contract

1. No order issued by MD shall be legally binding unless confirmed in writing.
2. Unless expressly otherwise agreed to in writing, failure on the part of MD to react to suggestions, demands or documents submitted by the Supplier, shall on no account be deemed to constitute consent.

### III. Scope and content of performance

1. The performance obligations of the Supplier shall be based on the specifications forwarded upon conclusion of the contract or, in the absence of the same, on the particulars contained in quotations and brochures provided by the Supplier.
2. Unless expressly otherwise agreed to in writing, any and all deliveries shall comply with the DIN and/or VDE standards currently prevailing, as well as with other standards customary in the trade, including EU standards (especially the RoHS directive 2002/95/EC and the directive 2000/53/EC regarding end-of-life vehicles).
3. Product label shall include MD part number if one exists.
4. MD shall accept delivery of the ordered quantity or number only. Short, excess or partial delivery shall not be permitted without MD prior consent.
5. The following additionally applies to suppliers of automotive series parts: The Supplier is obliged to enter all necessary data in the IMDS system (International Material Data System at [www.mdssystem.de](http://www.mdssystem.de)). The data must be made available before preparation of the initial sample test report or PPAP documents, or at the same time that the initial sample is presented. The data entered must be addressed to ID number 94736.
6. The Supplier must work towards fulfilling the TS 16949 and ISO 14001 specifications.

### IV. Changes in performance

1. Should it become evident during execution of the contract that deviations from the specifications originally agreed to are necessary or expedient, the Supplier shall notify MD accordingly without delay. MD shall then advise whether it agrees with the proposed modifications.
2. MD shall reserve the right to request changes in performance following conclusion of the contract, provided that such changes may reasonably be expected of the Supplier or are usual in the trade. In the event that MD requests changes in performance, it shall make reasonable allowance for any implications this may have, particularly with regard to increases or reductions in costs, and delivery dates.
3. If the Supplier intends to use tools, raw materials or manufacturing procedures other than those approved by the customer, then advance approval must be obtained from MD, including renewed confirmation of an already existing order.

### V. Delivery dates and delayed delivery

1. The delivery date specified in the order issued by MD shall be binding. Delivery date means date of arrival at the specified MD location.
2. If it becomes evident to the Supplier that he will be unable to meet the delivery date, he shall be obliged to notify MD immediately in writing, advis-

3. 在迟延交付的情形中，供货商应当赔偿迈恩德公司因交付迟延所遭受的损害；供货商应对交付迟延期间的偶然事故承担责任，除非损害在按时交付的情形中也会发生。迈恩德公司依法享有的权利不因此而受到影响。
4. 除迈恩德公司所享有的法定权利之外，从交付迟延之时起，迈恩德公司有权要求供货方支付数额为交付总价 0.5%/每开始的一周的违约金，但是最高不超过交付总价的 5%，除非供货方可以证明迈恩德公司实际未发生任何损失，或者所遭受的损失非常少，即至少低于违约金的 10%。迈恩德公司请求支付违约金的权利不影响迈恩德公司请求赔偿超出违约金数额的损害的权利。

## 六、风险转移和文件提供

1. 除非以书面形式作出不同约定或者订单中有不同规定，应当将货物免费运送（DAP 迈恩德工厂 Incoterms 2010）。风险于货物到达迈恩德公司所指定的卸货地时转移给迈恩德公司。
2. 每一次交付都应当附有一个交付清单，列明订单号码和货物名称。发票应当于向迈恩德公司发送货物时同时发给迈恩德公司。订货确认书、交付清单、发货通知以及发票上必须标明迈恩德公司的订单标号、产品零件号或者迈恩德公司的成本中心号。

## 七、价格及付款方式

1. 订单中给定的价格具有拘束力。
2. 应当提交发票，且为了操作方便，发票中必须含有完整的邮寄地址、迈恩德公司的订单编号、迈恩德公司的产品零件号、订货数量以及所约定的价格，否则发票因无法操作而视为未提交。
3. 如果交付的货物或者进行的交付具有瑕疵，迈恩德公司有权在瑕疵问题得到解决之前拒绝付款，且不因此而影响其所享受的折扣、优惠或者其他类似付款优惠。
4. 除非双方对付款方式另有约定，对已接收且无异议的货物或服务应在完成接收且收到发票后 90 个自然日内完成支付。另有约定的按其约定执行。

## 八、保证与质保

1. 供货方保证并且担保，所有的货物和/或服务都符合最新的技术发展水平、迈恩德的规格、所有相关法律规定以及官方和/或行业协会的规则和指令。如果在个别情况下有必要偏离这些规则，供货方应当征得迈恩德公司的事先书面同意。供货方的质保义务不因这一同意而受到任何限制。
2. 如果供货方对迈恩德公司所希望实施的方式产生疑问，那么供货方应当毫不迟延地以书面形式将这一疑问通知迈恩德公司，并应当在采取措施之前征得迈恩德公司的书面同意。原来规定的交付日期不因此而受到任何影响。
3. 迈恩德公司应在正常商业运营中所发现的货物或服务的瑕疵、以及在运输和包装过程中发生的损害毫不迟延地告知供货方，然而，明显的瑕疵应于货物交付之日起的 14 个工作日内予以告知；隐晦的瑕疵应于瑕疵被发现之后的 7 个工作日内予以告知。
4. 在收到退货（已投诉）之日起 2 个工作日内，供货方应通知迈恩德公司自己立即采取了何种排除瑕疵的措施。
5. 如果供货方未能在迈恩德公司所指定的合理期限内进行补救履行，或者供货方无理拒绝补救履行，或者该补救履行失败，或者供货方的补救履行对迈恩德公司提出不合理的要求，特别是当情况紧急时，尽管供货方具有质保义务，然而迈恩德公司有权以供货方的风险和费用自行或者通过第三方来采取必要的措施。
6. 质保索赔的诉讼时效为车辆首次登记或更换部件安装之时起的 24 个月，然而不得晚于自货物交付迈恩德公司之时起的 54 个月，除非法律对质保索赔规定更为长期的诉讼时效。
7. 因瑕疵检查和/或瑕疵排除而不能投入生产的货物，仍然生效的所有保质期都应当延长，延长的期间是因此而受到妨碍的时间。当部件被修理或者更换后，法定保质期于供货方完成修理或迈恩德公司收到更换件之日起重新开始计算。

ing the reasons for and estimated duration of the delay.

3. In case of a delivery delay, the Supplier shall compensate MD for the damages caused by the delay. The Supplier shall be liable for any accidents during the delay, except in cases where the damage would have occurred without the delay. MD's statutory rights shall not be affected.
4. Notwithstanding such rights, MD shall be entitled to demand a conventional penalty from the first day of delay in delivery amounting to 0.5% for each week or part thereof, however in total no more than 5% of the overall contract value of the delivery, unless the Supplier is able to conclusively prove that MD has incurred no damages whatsoever or damages that are substantially, i.e. at least 10% lower than the amount of the penalty. The right of MD to claim the contractual penalty shall not affect MD's right to claim damages exceeding the amount of the contractual penalty.

## VI. Transfer of risk, documentation

1. Unless otherwise agreed to in writing or stipulated in the order, delivery shall be made free of charge (DAP MD Plant Incoterms 2010). Risk shall not transfer to MD until the goods arrive at the incoming goods dock of the specified location.
2. Each delivery shall be accompanied by a consignment note stating the order number and order item. Invoices should be forwarded to MD simultaneous with dispatch of the goods. Order confirmations, consignment notes, dispatch notes and invoices must all include the purchase order numbers, part numbers or cost center numbers from MD.

## VII. Prices and payment

1. The price stated in the order shall be binding.
2. Invoices must include the complete postal address, MD order number MD part number, quantity and agreed price. Any invoices received which deviate from these stipulations shall be deemed not received.
3. In the event of faulty goods or inadequate performance, MD shall be entitled to withhold payment until the contract has been duly completed without loss of any rebates, discounts or similar preferential terms of payment.
4. Payment for goods or services accepted without demur shall be made within 90 calendar days following such acceptance and receipt of invoice, unless the Parties have agreed on different terms, in which case the agreed terms will take precedence.

## VIII. Warranty

1. The Supplier hereby guarantees and assures that all goods and/or services shall conform to state-of-the-art technology, MD specifications, all relevant legal provisions, rules and regulations issued by the applicable authorities and /or industrial trade associations. If, in individual cases, it is necessary to deviate from such stipulations, the Supplier shall obtain the prior written consent of MD. Such consent shall in no way diminish obligations under the warranty.
2. In the event that the Supplier has reservations regarding the type of construction requested by MD, they shall immediately advise MD accordingly in writing and obtain written consent from MD before proceeding. This shall in no way influence the binding nature of the delivery date originally envisaged.
3. MD shall immediately notify the Supplier of any defects in the goods or services and of any damage incurred during transport or packing as soon as these are identified in the normal course of business, however in the case of recognizable defects, no later than 14 working days following delivery of the goods, and with concealed defects, within 7 working days after discovery.
4. Within two working days after having received the returned goods (being complained about), the Supplier shall inform MD of the corrective measures that were immediately taken.
5. Should the Supplier negligently fail to honor his obligation to subsequent performance within a reasonable period of time stipulated by MD, or should subsequent performance be unjustly refused by the Supplier, be unsuccessful or make unreasonable demands on MD, especially in the case of imminent danger, MD may, notwithstanding the warranty obligations of the Supplier, undertake the necessary measures itself at the expense and risk of the Supplier, or commission a third party to carry out the same.
6. Warranty claims expire after a period of 24 months after initial vehicle registration or installation of the replacement parts, however no later than 54 months after delivery of the goods to MD, providing no longer periods are applicable by law for warranty claims.
7. In the case of parts which cannot remain operational while the defect is being investigated and/or remedied, any warranty period still in effect shall be extended by the duration of such interruption. If parts are replaced or defects remedied, the statutory warranty period for repaired or replacement parts shall recommence upon completion of the repair or upon receipt of the

- 在每一个出现质保问题的情形中，迈恩德公司因货物瑕疵所产生的费用而获得 750 元人民币的费用补偿。迈恩德公司有权证明自己享有请求更高费用补偿的权利。同样的，供货方也有权证明迈恩德公司因此所支出的费用低于 750 元人民币或者根本未支出任何费用。
- 迈恩德公司保留对所有偏离于迈恩德公司规格的产品以供货方的费用进行退货、退款或更换的权利。
- 供货方保证其所提供的所有货物均不存在任何人的留置权或者其它权利瑕疵。

#### 九、责任/时效

- 供货方应当依法承担责任。在任何情况下都不能免责。
- 法定时效适用，不能缩短该法定时效。

#### 十、产品责任

- 如果迈恩德公司因违反安全规则应当承担责任，或者根据国内外产品责任规则因其产品瑕疵而应当承担赔偿责任，而这一责任的产生是由于供货方所交付货物的瑕疵所导致，那么迈恩德公司有权请求供货方赔偿因其所交付的瑕疵货物所导致的损害；或者迈恩德公司可以请求被免除对第三方的责任。对于因供货方过错而产生的基于必要的更换或者召回所导致的其他费用，供货方应根据其共同过错的程度给迈恩德公司予以补偿。
- 为了避免上述第 1 款中所提及的风险，供货方应该购买相应的产品责任险和召回险，包括但不限于涉及人员死亡、人身伤害和/或财产损害的保险，且应迈恩德公司的要求提供相应证明，MD 所享有的其它权利或者补救不因此而受到任何影响。
- 供货方应当根据种类与范围，实施符合最新技术发展水平的质量保证体系，且应迈恩德公司的要求提供相应证明。只要迈恩德公司认为有必要，供货方必须与迈恩德公司签署一份质量保证协议。
- 供货方应该根据《中华人民共和国产品质量法》赔偿迈恩德公司因货物瑕疵所遭受的损失。

#### 十一、备件提供

供货方有义务在批量生产结束后至少 15 年的期间内，或者在批量生产尚未结束的情况下，在与迈恩德公司所订立的合同终止之后的 15 年期间内确保备件的供应。

#### 十二、知识产权

- 供货方保证并担保，所有的交付都不包含第三方的知识产权，特别是交付标的物的交付和使用未侵犯第三方的专利、许可或者其他知识产权。
- 如果迈恩德公司和/或迈恩德公司的客户因供货方的供货而侵犯第三方的知识产权，那么供货方应当承担由此而产生的责任，同时供货方应当确保迈恩德公司和/或迈恩德公司的客户不受到追索并承担迈恩德公司因此而产生的全部费用。
- 迈恩德公司有权以供货方的费用，从知识产权人处取得对供货方所交付的相关货物和给付进行利用的权利。
- 未经迈恩德公司预先书面同意，供货方不能使用迈恩德公司的所有权名称、标识、商号、商标或者服务标识。
- 除非强制性法律要求公布，否则未经迈恩德公司预先书面同意，供货方不得以任何方式通过市场营销或者其它媒体公布供货方已经与迈恩德公司订立合同或者正在向迈恩德公司供货。
- 对本条所规定的任何一项义务的违反使迈恩德公司有权终止任何供货合同，并且/或者请求交出因义务的违反所获得的任何东西，并且/或者请求赔偿迈恩德公司因此而遭受的损失。

#### 十三、所有权保留、提供的设备、样品、模具、工具

- 迈恩德公司保留所有向供货方提供的设备的所有权。供货方只能在征得迈恩德公司预先同意的情况下对这些设备进行与迈恩德公司所约定不同的加工或者改造。如果所提供的设备被用于加工不属于迈恩德公司的其他物品，那么迈恩德公司按照加工时其所提供的设备的价值与其他经加工的物品的价值之间的比例，取得新生成的物的共同所有权。

replacement parts by MD.

- MD shall receive a reimbursement of RMB 750 for expenses incurred due to defective goods for each affected warranty case. MD reserves the right to prove entitlement to a higher reimbursement for expenses incurred. The Supplier is equally justified to prove that a lower reimbursement of expenses, or even none at all, is appropriate.
- MD reserves the right to return any goods which deviate from MD specifications, to the Supplier at Supplier's expense for credit, refund or replacement.
- The Supplier warrants that the goods provided shall be free from any and all liens and encumbrances of any party.

#### IX. Liability/limitation

- The liability of the Supplier shall be governed by the stipulated statutory provisions. He shall on no account be exempt from liability.
- Statutory limitation shall apply; any shorter periods of limitation shall be ruled out.

#### X. Product liability

- In the event that claims are brought against MD on the grounds of infringing safety regulations or pursuant to German or foreign production liability provisions due to defects or deviations in MD products resulting from faulty goods delivered by the Supplier, MD shall be entitled to demand compensation from the Supplier for such damages insofar as these were caused by goods supplied by the latter; or as an alternative, MD can demand release from claims by a Third Party for payment upon first demand. Furthermore, to the extent that the Supplier is responsible, he shall reimburse MD according to the proportion of his contributory negligence for the costs of any precautionary exchange or recall operations which may prove necessary.
- In order to safeguard against the risks specified under subclause 1. above, the Supplier shall arrange for an appropriate product liability and recall insurance including but not limited to insurance against death, personal injury and/or damage to property and provide MD with the relevant certificate at MD's request, without prejudice to any other rights or remedies of MD.
- The Supplier shall carry out quality controls of an appropriate kind and scope based on state-of-the-art technical standards and on request shall furnish MD with evidence of the same. The Supplier shall conclude a quality-control agreement to this effect with MD to the extent that such agreement is considered necessary by MD.
- The Supplier shall compensate MD for damages incurred by MD due to the defective goods according to the Product Quality Law of the PRC.

#### XI. Replacement parts

The Supplier hereby guarantees the supply of replacement parts, for all supplied products for the period of at least 15 years after serial end or if the series is still running, 15 years after the termination of the contract with MD.

#### XII. Proprietary rights

- The Supplier hereby guarantees and assures that all deliveries shall be free from the proprietary rights of any third parties and in particular that delivery and use of the items supplied shall not result in infringement of any patents, licenses or other third-party proprietary rights.
- The Supplier shall indemnify MD and MD customers against any third-party claims on the grounds of infringement of proprietary rights and shall bear any and all costs incurred by MD in connection therewith.
- MD shall, at the expense of the Supplier, be entitled to obtain permission from the rights holder to use the relevant items and services supplied.
- Without prior written agreement of MD, the Supplier shall not use the proprietary title, mark, brand name, trademark or service mark of MD.
- Without prior written agreement of MD, the Supplier shall by no means disclose through marketing or any other media that it has signed any contracts with MD or is supplying products to MD, unless the disclosure is required by mandatory law.
- Any breach of the obligations in this clause shall entitle MD to terminate any supply contract, and/or request the hand over of anything obtained in the result of the breach, and/or request compensation for the damages suffered by MD thereof.

#### XIII. Reservation of title, contribution of materials, samples, models, tools

- MD shall reserve the title to all parts provided to the Supplier. Any processing and reforming undertaken by the Supplier, which deviates from the agreed MD specifications, must be agreed to by MD before commencement. In the event that the goods contributed are processed together with other items not belonging to MD, MD shall acquire part ownership of the new object based on the value of the goods contributed in proportion to the value of

2. 对于所有经迈恩德公司付款的或者其所提供的样品、模具、工具、产品信息和资料等，迈恩德公司保留其所有权及其相应的知识产权。供货方有义务仅仅为了生产迈恩德公司所订购的货物而使用这些样品、模具和工具，且当迈恩德公司所下具体订单的履行不再需要这些物品时，供货方应当根据迈恩德公司的要求将其返还给迈恩德公司。
3. 关于工具的委托适用迈恩德公司关于工具的额外格式合同。

#### 十四、保密

1. 供货方对在本合同合作框架下所产生的全部信息负有保密义务，为公众所知悉的、从第三方处合法取得的或者独立于第三方自己取得的信息除外，并且仅可将保密信息用于本合同目的。保密信息包括但不限于下列信息：技术数据、订购数量、价格以及关于产品和产品开发的信息、当前和未来研发计划信息、客户资料以及有关迈恩德公司的所有公司资料。
2. 此外，供货方有义务对其所取得的所有图片、图纸、核算和其他资料进行保密，只有在征得迈恩德公司明确同意的情况下，才能向第三方披露，除非其中所包含的信息已被公众所知悉。
3. 供货方应使其工作人员和分供货商承担上述所规定的保密义务。

#### 十五、转让

只有当迈恩德公司收到预先书面通知并且迈恩德公司以书面形式表示同意时，供货方对其相对于迈恩德公司所享有的债权进行的转让始得生效。

#### 十六、其他规定

1. 未经迈恩德公司预先书面同意，供货方不得将委托全部或者部分转包给第三方，特别是分供货商。
2. 一旦针对供货方的事务指定了临时破产管理人，或者针对供货方的财产开始了破产程序，迈恩德公司有权完全或者部分解除本格式合同。
3. 仅适用中华人民共和国法律，排除《联合国国际货物买卖合同公约》的适用。
4. 如果本采购格式合同中的任何一条规定失去法律效力，不影响本采购格式合同的效力。应以最接近该无效规则本意和目的的有效规则取而代之。
5. 因本采购格式合同所产生的争议应提交中国国际经济贸易仲裁委员会在北京仲裁，仲裁按照该仲裁委员会的仲裁规则进行，仲裁程序使用英文。仲裁所有费用由双方根据仲裁庭作出的决定承担。
6. 本采购格式合同以英文和中文起草，如果中文版本和英文版本之间存在差异，在任何情况下都应以英文文本为准。

——本采购格式合同内容结束——

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迈恩德（北京）电子有限公司  
北京市顺义区天竺空港工业区 A 区天纬三街 6 号  
101312 Beijing, P.R. China

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other items processed at the time of such processing.

2. MD shall reserve the title as well as all proprietary rights to samples, models, tools, product information, documents etc. paid for or provided by MD. The Supplier shall be obliged to use such samples, models and tools solely for the manufacturing of goods ordered by MD, and must return them at any time requested, unless they are still required for specific orders from MD.
3. Orders for tools shall be subject to MD Supplementary Terms and Conditions for Tooling Contracts.

#### XIV. Confidentiality

1. The Supplier shall be obliged to keep secret and confidential all information relating to their co-operation within the scope of this agreement and use it solely for the purposes of this agreement, unless such information is in the public domain, has been lawfully acquired from a third party or acquired by the party's own efforts independently of any third party. Classified information shall include, but not be limited to: technical data, purchase volumes, prices and information pertaining to products and product developments, present and future research and development projects, customer data and all information relating to MD.
2. Furthermore, the Supplier shall be obliged to keep secret and confidential all illustrations, drawings, calculations and other documents and not disclose the same to third parties without the express written consent of MD, except if the information contained therein is in the public domain.
3. The Supplier shall also pass on this obligation of confidentiality to his employees and subcontractors.

#### XV. Assignment

Assignment of any outstanding claims against MD on the part of the Supplier shall not be effective vis-à-vis MD unless MD receives prior written notification of the assignment and confirms its agreement in writing.

#### XVI. Final provisions

1. The Supplier may not transfer the order or parts thereof to third parties, in particular to subcontractors, without the prior written consent of MD.
2. As soon as an interim receiver is appointed to regulate the affairs of the Supplier or insolvency proceedings are opened in relation to the Supplier's assets, MD shall be entitled to rescind contract in whole or in part.
3. Supplementary hereto, The contract shall be subject solely to the law of the People's Republic of China with the exclusion of the UN Convention on the International Sale of Goods.
4. Should any individual clauses of these Terms and Conditions of Purchase be void, this shall not prejudice the operating effect of the remaining provisions. The voided clause shall be replaced by an acceptable clause whose sense and purpose most nearly approximates the voided clause.
5. Any dispute arising out of this Terms and Conditions shall be submitted for arbitration in Beijing before the China International Economic and Trade Arbitration Commission in accordance with the rules of said Commission. The language of arbitration shall be English. All costs of arbitration shall be borne by the Parties as determined by the arbitration tribunal.
6. These Terms and Conditions are executed in the Chinese language and in the English language. If there are any discrepancies between the English and Chinese versions, the English version shall prevail in all instances.

- End of contractual provisions -

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MD (Beijing) ELECTRONICS Co., Ltd.  
No.6 Tian Wei 3 Street, Tian Zhu AIZ A  
Shun Yi District, 101312 Beijing  
P.R. China

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