

Annex 3 of the DRAEXLMAIER Group Global Terms and Conditions of Purchase

DRAEXLMAIER Group Spare Parts Requirements for Production Material

Revision 3, dated May 1, 2018

DRAEXLMAIER 公司全球购买条款附件 3

DRAEXLMAIER 公司生产材料零部件要求

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1. Spare parts and alternative product requirements

In addition to the delivery of Products in series, Supplier shall ensure compliance with the spare parts requirements set forth herein. In addition, in particular if a Product or part thereof ("**Product Part**") is discontinued from the production in series for Supplier, a supply of spare parts for the respective Product or Product Part ("**Spare Parts**") shall be ensured by Supplier from the conclusion of the Purchase Contract and for at least fifteen (15) years after the date on which Buyer's stocks for the respective Product or Product Part run out ("**EOP**"); Buyer shall inform Supplier of the EOP. Supplier shall ensure that the Spare Parts can be delivered at any time to Buyer and Customer. Further requirements can be agreed on in the Nomination Letter.

The foregoing obligations of Supplier shall apply both to customer-specific manufactured Products and standard Products. The quality, functionality and performance of Spare Parts shall be the same as that of the respective Products and Product Parts delivered in series.

If the discontinuation of a manufacturing process or Products or Product Parts is intended by Supplier, Buyer shall be notified without request and without undue delay and a test sample of an alternative product or part as equivalent as possible to the respective Product or Product Part in terms of quality, functionality and performance ("**Alternative Products**") shall be made available to Buyer at no extra cost. An appropriate offer for the delivery of Alternative Products in series shall be submitted to Buyer if Buyer requests so. For the time until an appropriate Alternative Product is provided,

1. 零部件及替代品需求

除了系列产品的交付，供应商应当确保零部件符合以下生产要求。另外，除非产品或部件（“**产品部件**”）已不在供应商的系列产品生产范围，那么相应产品或产品部件的供应（“**部件**”）应当由供应商通过购买合同进行确认，且至少在买方相应产品或产品部件库存耗尽（“**EOP**”）前至少 15 年告知；买方应通知供应商产品库存已耗尽。供应商应确保部件随时能够运送至买方和客户。进一步需求可通过提名信确认。

供应商的上述义务应该同客户定制的产品以及标准产品相一致。零部件的数量、功能和性能应该同交付系列的各个产品和产品部件相一致。

如果供应商有意对某一产品或产品部件进行停产，应无条件提前告知买方，且勿拖延。此外，供应商还需将与之前产品质量、功能和性能相一致的其他产品或部件的测试样品作为替代品提供给买方（“**替代产品**”），并且不可额外收取费用。如买方需要，供应商还需对替代品系列的运送提供合理的报价。在提供合适替代产品之前，供应商还需向买方提供足够数量的停产产品，除非存在其他交付协议，尤其是在购买协议中规定的特定数量商品。

不包括买方所承担的从供应商处运送部件产品的责任。

条款中的各项规定要适用于各类产品，包括关于缺陷索赔的规定，应适用于零部件和其他替换产品，除非各条款存在冲突，此时应以此附件 3 为准。

Supplier shall make a sufficient amount of the discontinued Products or Product Parts available to Buyer, provided that any delivery obligations, in particular obligations to deliver certain quantities, under the Purchase Contract shall be fulfilled in any case.

Buyer's obligation to take delivery from Supplier in the spare parts service shall be excluded.

The provisions of the Terms and Conditions applicable to Products, including the provisions regarding claims for defects, shall apply to Spare Parts and Alternative Products, provided that the provisions in this Annex 3 shall prevail in the event of a conflict.

2. Spare parts service scenario

Supplier shall be obliged to supply Spare Parts as soon as the first request is submitted by Buyer and to prepare for such supply upon Buyer's first enquiry regarding the supply of Spare Parts. Batch sizes, packaging, short-term changes in quantity, etc. shall be taken into account.

3. Prices in the spare parts service

For standard Products, from the conclusion of the Purchase Contract until the EOP, the price for Products and Product Parts, respectively, in series shall be valid for the Spare Parts to be delivered. Over the first five (5) years after the EOP, the agreed price for the last delivery of Products and Product Parts, respectively, in series to Buyer ("**Last Series Price**") plus the costs for special Spare Parts packaging shall be valid for the Spare Parts to be delivered. For year six (6) after the EOP, a Spare Parts price shall be agreed prior to the end of the fourth year after the EOP. This price shall be valid from year six (6) after the EOP unless otherwise agreed in a Purchase Contract. If the parties cannot agree on such price, the Last Series Price plus the costs for special Spare Parts packaging shall be valid.

Changes to the Last Series Price in the last year prior to the EOP or thereafter will only be taken into account if they are based on Buyer's or the Customer's requirements. Any additional price increases or charges have to be agreed on in writing and shall be documented in an in-depth cost breakdown. Only such documentation shall

2. 备件服务场景

在买方第一次提出备件需求后，供应商有义务立即提供备件，并在买方第一次对备件供应询价时立即着手准备。应将批次大小、包装、以及短期数量上的变化等因素考虑在内。

3. 备件服务价格

对于标准产品，产品及产品部件的价格应该严格按照购买合同执行，直至出现产品断货。且对于即将交付的系列产品和产品部件的价格的规定仍然有效。在产品出现断货后第一个五年内，协议中对供应商交付给买家的最后一批产品和产品部件 ("**最后系列价格**") 加上特殊产品部件的包装成本的规定对即将交付的产品部件仍然有效。产品出现断货第六年的部件价格应该在断货第四年年底前进行提前商议。这一价格应该在断货第六年开始实行，除非在购买合同中另行规定。如双方不同意这一价格，那么应按照最后系列产品价格加上特殊部件包装价格的总和进行核算。

只有在买方或客户提出要求的基础上，在产品断货前最后一年对最后系列产品价格的更改才会予以考虑。任何关于额外价格的增加的协议都应该以书面形式确定，并在成本深入分析报告中存档。只有这种文档才能够作为以后所有产品涨价的谈判基础。

设备成本包括工具成本不应该算入备件价格中。买家只能针对以下书面协议中规定的零部件服务进行报销。

form the basis for negotiations of any price increases.

Equipment costs including costs for Tools shall not be taken into account with respect to the Spare Parts price. Buyer shall only reimburse expenditure in connection with the Spare Parts service described herein to the extent agreed in writing.

4. Safekeeping obligation in the spare parts service

Resources, testing equipment, test programmes, documents, hardware and software shall be maintained in permanent stock by Supplier for the duration of the Spare Parts service. Costs for Spare Parts and maintaining stocks will only be paid for and reimbursed, respectively, by Buyer to the extent set forth herein unless agreed otherwise.

5. Definitions

Capitalized terms used herein and defined in the Terms and Conditions shall have the meaning as defined in the Terms and Conditions.

In the event of any conflict between the English version and the translation of this document, the English version shall prevail.

4. 备件服务中的保管义务

在备件服务持续期间，所有资源、测试设备、测试项目、文件、软硬件设施均由供应商长期保管。备件和保管成本均按照协议规定由买家支付和报销，除非存在其他协议。

5. 定义

此处使用的且在条款中定义的首字母简写表达应遵从条款中对其的定义。

如文件原英文版本与当前翻译版本存在任何冲突，请以当前翻译版本为准。