

CONTENTS 目录

1. PREFACE 序言	2
2. SCOPE 范围	2
3. QUALITY 质量	2
3.1. REQUIREMENTS 要求	2
3.1.1. AGREED QUALITY 约定的质量	2
3.1.2. LEGISLATIVE AND REGULATORY COMPLIANCE 遵守法律法规	2
3.1.3. CERTIFICATIONS 质量认证	3
3.1.4. QUALITY CERTIFICATES AND PPAP DOCUMENTATION 质量证书和PPAP文件	3
3.1.5. DEROGATIONS AND CONTINGENCY PLAN 让步接收和应急计划	3
3.2. SUPPLIER SELECTION 供应商选择	3
3.3. SUPPLIER APPROVAL 供应商认可	4
3.4. SUPPLIER ASSESSMENT 供应商评审	5
3.5. SECOND-PARTY AUDITS 第二方审核	5
4. LOGISTICS 物流	6
4.1. PLACE AND TIME FRAMES FOR DELIVERY OF ORDERS 交付订单的地点和时间	6
4.2. DELIVERY NOTES 交货单	6
5. PURCHASES 采购	7
5.1. GENERAL 总则	7
5.2. ORDER REQUEST 订单需求	8
5.3. CELO DOCUMENTATION 西螺文件	8
5.4. LONG-TERM AGREEMENTS AND PRICE ADJUSTMENT 长期协议和价格调整	8
5.5. OWNERSHIP OF MATERIAL AND DOCUMENTATION 材料和文件的所有权	9
5.6. TITLE DEFECTS 产权瑕疵	9
5.7. PRICE 价格	10
5.8. CONTRACTUAL TERMINATION 合同终止	10
5.9. FORCE MAJEURE 不可抗力	11
5.10. DEVELOPMENT OF WORK 工作的开展	11
5.11. COMPLIANCE 符合性	11
5.12. DOCUMENTATION AND SECRECY 文件和保密	11
5.13. DATA PROTECTION 数据保护	12
5.14. LANGUAGE 语言	13
5.15. LAW AND JURISDICTION 法律及司法管辖权	13
6. FINANCES 财务	13
6.1. BILLING 账单	13
6.2. PAYMENT 付款	13

1. PREFACE 序言

This manual aims to establish the criteria that will serve to guide suppliers of CELO (hereinafter, "CELO") with a view to guaranteeing customer satisfaction.

CELO products play an important role in automotive components, among other industrial applications, for which reason the products, processes and services supplied by suppliers (hereinafter, "supplies") must aspire to zero defects, complying with the requirements of CELO and its end customers.

本手册旨在建立指导西螺(以下简称“西螺”)供应商的标准, 以确保客户满意。

西螺产品在汽车零部件和其他工业应用中发挥着重要作用, 因此所有供应商们(以下简称“供应商”)提供的产品、流程和服务必须追求零缺陷, 符合西螺及其终端客户的要求。

2. SCOPE 范围

This manual applies to all CELO suppliers (hereinafter, "suppliers") who supply wires, tools, auxiliary products, surface finishes and other subcontracts.

本手册适用于所有提供线材、模具、辅助产品、表面处理和其他分包合同的西螺供应商(以下简称“供应商”)。

3. QUALITY 质量

3.1. REQUIREMENTS 要求

3.1.1. AGREED QUALITY 约定的质量

The supplies provided by suppliers are subjected to an Agreed Quality agreement ensuring they comply with CELO's requirements. All quality control tasks must be carried out by the supplier.

If they are found not to meet the agreed quality, CELO will have the right to claim a refund of the costs associated with resulting actions, such as reprocessing and inspections, which are often hired out to a third party.

供应商提供的产品必须遵守质量协议, 以确保符合西螺的要求。所有质量控制任务必须由供应商执行。

如果他们被发现不符合约定的质量, 西螺将有权要求收取与由此产生的行动相关的费用, 如再加工和检查, 这些费用通常被外包给第三方。

3.1.2. LEGISLATIVE AND REGULATORY COMPLIANCE 遵守法律法规

The supplies provided by suppliers must comply with legislation in force, as well as environmental and social responsibility regulations such as REACH, RoHS, Conflict Minerals and EURATOM (the latest versions of these), when applicable.

CELO may request information on other standards of interest, such as Proposition 65.

To facilitate management of this aspect, the document "CELO Industry General Requirements for Suppliers" is attached. This document also includes useful information on these regulations.

CELO asks its IATF certified suppliers that one of its managers have VDA 6.3 (Process Audit) training.

供应商提供的产品必须符合现行法规, 以及环境和社会责任法规, 如 REACH、RoHS、冲突矿物和 EURATOM(这些法规的最新版本)。

西螺可要求提供其他相关标准的信息, 如 65 号提案。

为了便于这方面的管理，现附上《西螺工业部对供应商的通用要求》文件。本文件还包括有关这些规定的相关信息。

西螺要求其经由 IATF 认证供应商的至少一名经理接受过 VDA 6.3(过程审核)培训。

3.1.3. CERTIFICATIONS 质量认证

All suppliers must preferably have IATF 16949 certification. If they don't, they must have ISO 9001 certification at minimum. Cases of suppliers who do not possess ISO 9001 certification but are in the process of implementing will be assessed.

所有供应商最好都有 IATF 16949 认证。如果没有，至少必须有 ISO9001 认证。将对不具备 ISO9001 认证但在实施过程中的供应商进行评估。

3.1.4. QUALITY CERTIFICATES AND PPAP DOCUMENTATION 质量证书和 PPAP 文件

The supplier will send a Quality Certificate for each delivery, unless otherwise agreed with CELO Purchasing Department.

For new supplies, CELO may request a Production Part Approval Process (PPAP) (occasionally an annual revalidation). Detailed information can be found in the attached document, "CELO Industry General Requirements for Suppliers".

除非与西螺采购部另有约定，否则供应商将为每次交付提供一份质量证书。

对于新供应，西螺可能会要求生产件批准程序 (PPAP) (或进行年度再验证)。详细信息可在附件《西螺工业部对供应商的一般要求》中查询到。

3.1.5. DEROGATIONS AND CONTINGENCY PLAN 让步接收和应急计划

Suppliers will work with CELO's specifications in force and will inform CELO of any deviations. They will never send non-conforming material without a derogation document signed by CELO.

Suppliers must have a contingency plan in place to guarantee the supply to CELO. A document detailing this contingency plan may be requested.

供应商将按照西螺的规格标准进行操作，并将任何偏差通知西螺。如果没有西螺签署的让步接收文件，将不允许发送不符合标准的产品。

供应商必须有应急计划，以保证对西螺的供应。可能要求提供详细说明该应急计划的文件。

3.2. SUPPLIER SELECTION 供应商选择

A potential supplier must fill in the document "F-PUIN.WI.003-01 Supplier Selection Criteria", which will be assessed by CELO.

潜在供应商必须填写 F-PUIN.WI.003-01 《供应商选择标准》，该标准由西螺评估。

The supplier will be classified as A, B or C in accordance with the following:

供应商将按照以下标准被分为 A、B 或 C 类:

>75% ⇨ A Accepted: 接受

Optimal result for working with CELO.

If the supplier is not in possession of the ISO 9001 certificate, CELO will demand development of its quality system and will study the need for a second-party audit.

与西螺合作的最佳结果。

如果供应商没有 ISO 9001 证书，西螺将要求开发其质量体系，并将评估进行第三方审核的必要性。

51% - 74% ⇨ B Conditional Accepted: 有条件地接受

This result allows the supplier to work with CELO but it shows there are certain weaknesses or opportunities for improvement in order to achieve an optimal result.

If the supplier is not in possession of the ISO 9001 certificate, CELO will demand development of its quality system and will study the need for a second-party audit.

这一结果允许供应商与西螺合作，但它表明存在某些弱点或改进机会，以实现最佳结果。

如果供应商没有 ISO 9001 证书，西螺将要求开发其质量体系，并将评估进行第三方审核的必要性。

< 50% ⇨ C Not accepted. 不可接受

If conditional acceptance is offered, CELO will actively search for another supplier or seek to improve the same.

如果有条件接受，CELO 将积极寻找其他供应商或寻求改进。

Accepted suppliers will undergo the approval process described in the next section.

可接受的供应商将遵循下一节所述的批准过程。

3.3. SUPPLIER APPROVAL 供应商认可

CELO will undertake an approval process for new suppliers and supplies. The nature of this approval process may vary depending on the type of supplier and/or supplies; in general, it consists of one or more test orders for which the result will be assessed according to quality and delivery criteria, and behavioural criteria in the case of production resources (tools, wire, oils, etc.).

Supporting documentation will be requested, including quality certificates and technical data sheets, among others.

西螺将对新的供应商和供应品进行审批。此审批程序的性质可能因供应商和/或供应品的类型而异;一般来说，它包括一个或多个测试订单，其结果将根据质量和交付标准进行评估，以及在生产资源(模具、线材、油品等)的情况下的行为标准。

将要求提供支持性文件，包括质量证书和技术数据表等。

Once the supplier has satisfactorily passed the approval process, it will be included in CELO's supplier panel and, from that moment onwards, it will be subject to the monitoring described in section 3.4. Supplier Assessment.

一旦供应商满意地通过了审批程序，它将被纳入西螺的供应商清单，从那一刻起，它将受到第 3.4 节 供应商评审所述的监控。

The supplier may experience a non-critical deviation during the approval process. In this case, CELO will assess whether it will be accepted conditionally. The supplier may supply CELO but it will be subject to a new approval process.

供应商在审批过程中可能会遇到非关键偏差。在这种情况下，西螺将评估是否有条件接受。供应商可以供应西螺，但它将受到一个新的审批程序。

In cases in which the deviation is deemed critical, approval will not be granted.
在偏差被认为是严重的情况下，将不予批准。

3.4. SUPPLIER ASSESSMENT 供应商评审

Supplier assessment will be performed every quarter to supervise their development, in terms of the following indicators:

每季度对供应商进行评估，以监督供应商的发展，评估指标如下：

- Conformity of the delivered product with requirements. (40%)
- Interruptions (customer or plants), including returns of material. (30%)
- Delivery deadlines met (including incidents with express deliveries). (20%)
- Status of notifications related to quality or delivery issues. (10%)
- 交付的产品是否符合要求。(40%)
- 中断(客户或工厂)，包括退货。(30%)
- 按时交货(包括快递事故)。(20%)
- 与质量或交货问题相关的通知状态。(10%)

Results will be classified in accordance with the following outline:

结果将按照以下大纲进行分类：

- Supplier A: $100 > \text{SPM} > 90$: The supplier meets requirements. This result is the basis for continuing to work together.
- Supplier B: $90 \geq \text{SPM} > 80$: This result is acceptable to CELO but does not fully meet requirements. CELO hopes that the supplier, by using continuous improvement tools, will move up to the category of supplier A.
- Supplier C: $80 \geq \text{SPM} > 70$: The supplier is acceptable to CELO but actions are required and CELO must be informed of these (actions, person responsible and deadline).
- Supplier D: $\text{SPM} < 70$: This result is unacceptable to CELO.
- 供应商等级 A: $100 > \text{SPM} > 90$: 满足要求。这一成果是继续共同努力的基础。
- 供应商等级 B: $90 \geq \text{SPM} > 80$: 西螺可以接受，但不能完全满足要求。西螺希望该供应商通过使用持续改进工具，提升至 A 类供应商。
- 供应商等级 C: $80 \geq \text{SPM} > 70$: 西螺可以接受供应商，但必须采取行动，必须将这些行动、责任人和截止日期告知西螺。
- 供应商等级 D: $\text{SPM} < 70$: 西螺不能接受此结果。

3.5. SECOND-PARTY AUDITS 第三方审核

CELO may ask to audit a supplier, mainly for the following reasons:

西螺可能会要求对供应商进行审核，主要原因如下：

- As a way of assessing the potential supplier during the selection and/or approval process.
- According to the Annual Audit Plan, resulting from assessment and analysis of the risks associated with said supplier.
- 作为在选择和/或批准过程中评估潜在供应商的一种方式。
- 根据年度审计计划，评估和分析与供应商相关的风险。

4. LOGISTICS 物流

4.1. PLACE AND TIME FRAMES FOR DELIVERY OF ORDERS 交付订单的地点和时间

Unless expressly agreed otherwise in writing, all deliveries are understood as delivered duty paid (DDP), in accordance with INCOTERMS 2010, in the corresponding warehouse. The risk will be transferred to CELO the moment the delivery arrives at the warehouse, although CELO will be responsible for the cost of transport in extraordinary circumstances.

A delivery note will be attached to each delivery, along with all documentation and information required at the time of order.

除非另有书面明确约定，根据 2010 年《国际贸易术语解释通则》，所有在相应仓库的交货均应理解为完税交货(DDP)。货物到达仓库时，风险将转移给西螺，但在特殊情况下，西螺将负责运输费用。

每次交货都将附上送货单，以及订购时所需的所有文件和信息。

The supplier will deliver the order within the time frame established between the parties for each specific case. If the supplier believes it will not be able to comply with the stated time frames, it must immediately inform CELO in writing as to the reasons for the delay and the new delivery time frame. This notification does not exempt the supplier from the responsibilities and claims arising from said delay.

Failure to observe the established time frames will authorise CELO to make a claim against the supplier for any damage or liability it incurs. CELO reserves the right to cancel the purchase agreement or order. Acceptance of the new time frame by CELO will not exempt the supplier from CELO's right to claim compensation via any legal or contractual proceedings.

In the event of repeated delays in delivery, CELO may immediately terminate the contractual relationship with the supplier. The supplier will be given three day's written notice of said termination.

供应商将在双方为每个具体情况确定的时间框架内交付订单。如果供应商认为无法遵守规定的时间框架，则必须立即以书面形式通知西螺延迟的原因和新的交付时间框架。本通知并不免除供应商因上述延误而产生的责任和索赔。

未能遵守既定的时间框架将授权西螺向供应商提出索赔，赔偿其造成的任何损害或责任。西螺保留取消购买协议或订单的权利。西螺接受新的时间框架并不免除西螺通过任何法律或合同程序要求赔偿的权利。

如果一再延迟交付，西螺可立即终止与供应商的合同关系。供应商将在三天内被给予书面终止合作的通知。

4.2. DELIVERY NOTES 交货单

When delivered, all supplies must be accompanied by their corresponding delivery notes (duly completed), which must include the following information:

交付时，所有供应品必须附有相应的交付单(填妥)，其中必须包括以下信息：

- Supplier information (number, name, address).
- Delivery note number.
- Date.
- Purchase order number.
- Product.

- Description.
- Quantity.
- No. of packages.
- 供应商信息(供应商编号、名称、地址)。
- 送货单号码。
- 日期。
- 采购订单号。
- 产品。
- 描述。
- 数量。
- 包装数量

5. PURCHASES 采购

5.1. GENERAL 总则

These General Terms and Conditions of Purchase will apply to all purchases and contractual relationships developed by CELO.

The supplier is aware of these Terms and Conditions and the fact that its signature, or that of any third party acting on its behalf, appears on this document implies its full acceptance of these General Terms and Conditions.

Any amendment to these General Terms and Conditions must be accepted in writing by CELO, with its written nature sine qua non for its validity.

These General Terms and Conditions may be amended by CELO without the consent of third parties, but the amendment will not have retroactive effects.

If any of these General Terms and Conditions were to be declared null and void, its nullity will not harm the rest, which will continue to be fully and validly applicable.

这些一般采购条款和条件将适用于西螺制定的所有购买和合同关系。

供应商知晓这些条款和条件，其或代表其行事的任何第三方的签名出现在本文件上意味着其完全接受这些一般条款和条件。

对这些一般条款和条件的任何修改必须由西螺以书面形式接受，其书面性质是其有效性的必要条件。

这些一般条款和条件可由西螺在未经第三方同意的情况下进行修订，但该修订不具有追溯效力。

如果这些一般条款和条件中的任何一项被宣布无效，其无效不影响其他条款和条件，其余条款和条件将继续完全有效地适用。

These General Terms and Conditions will not prevent the fact that specific terms and conditions of purchase may be agreed between the supplier and CELO in the corresponding purchase proposal.

In this case, the specific terms and conditions agreed will prevail over the General Terms and Conditions, but the latter will also form a part of the agreement between the supplier and CELO.

	SUPPLIER QUALITY MANUAL INDUSTRY DIVISION 供应商质量手册 工业部	编号: PUIN.GD.001 版本: 04 日期: 09/05/2023 页码: 8 of 14
---	--	--

这些一般条款和条件不会阻止供应商和西螺在相应的采购建议中商定具体的采购条款和条件。

在这种情况下，双方同意的具体条款和条件优先于一般条款和条件，但后者也将构成供应商与西螺之间协议的一部分。

5.2. ORDER REQUEST 订单需求

The supplier will inform CELO in writing of its acceptance of the order within a maximum of 7 calendar days, attaching the quote agreed between the parties. Once this time frame has passed and if the supplier has not accepted the order, CELO reserves the right to cancel the order and will not be obliged to pay any compensation to the supplier for said cancellation.

The supplier will implement every sufficient and necessary measure to ensure that, in the event its company is sold or transferred (either fully or partially) to a third party, the party purchasing the company will take on the obligations that correspond to it as supplier of the order, guaranteeing to CELO that its claims will be fully satisfied.

CELO may amend the contract or order, provided that this change does not imply serious harm to the supplier. Any changes, and particularly those referring to a reduction in costs or delivery time frames, will always be mutually agreed in writing with the supplier.

Amendments made by the supplier to the purchase order will only be effective if they are agreed in writing with CELO.

供应商将在最多 7 个日历日内以书面形式通知西螺其接受订单，并附上双方商定的报价。一旦超过这个时间框架，如果供应商没有接受订单，西螺保留取消订单的权利，并且没有义务为取消向供应商支付任何赔偿。

供应商应采取一切充分和必要的措施，以确保在其公司被出售或转让(全部或部分)给第三方的情况下，采购公司的一方将承担与其订单供应商相对应的义务，并向西螺保证其索赔将得到完全满足。

西螺可以修改合同或订单，前提是该变更不会对供应商造成严重损害。任何变化，特别是那些涉及成本或交货时间框架的减少，将始终与供应商以书面形式达成一致。

供应商对采购订单的修改只有在与西螺达成书面协议后才有效。

5.3. CELO DOCUMENTATION 西螺文件

The supplier will safeguard the documentation submitted, if applicable, by CELO until the contractual relationship has ended. Once the contractual relationship is ended, the supplier will return to CELO all documentation it had previously submitted.

供应商应保护西螺提交的文件(如适用)，直至合同关系结束。一旦合同关系结束，供应商将向西螺归还之前提交的所有文件。

5.4. LONG-TERM AGREEMENTS AND PRICE ADJUSTMENT 长期协议和价格调整

Indefinite term contracts and those with a term over six months may be terminated at any time by CELO, which must provide the supplier with three month's advance notice in writing.

If there were to be a variation in the cost of manpower, materials or energy during the term of the contract, each party reserves the right to review prices based on these factors.

无限期合同和期限超过 6 个月的合同可以随时由西螺终止，西螺必须提前 3 个月向供应商发出书面通知。

如果在合同期内人力、材料或能源成本发生变化，各方保留根据这些因素重新审查价格的权利。

5.5. OWNERSHIP OF MATERIAL AND DOCUMENTATION 材料和文件的所有权

The material submitted by CELO to its suppliers for the production of a product, whether it is a raw material or tool, will be the property of CELO and it must be stored, identified and managed at no extra cost. The use of this material is reserved for CELO orders.

西螺提交给供应商用于生产产品的材料，无论是原材料还是工具，都将是西螺的财产，必须储存、识别和管理，不需要额外费用。此材料仅用于西螺订单。

If the value of the material submitted by CELO were to change owing to the supplier's production process, ownership of the final material will pertain to CELO, proportional to the costs of the material submitted and the final value of the product.

如果西螺提交的材料价值因供应商的生产过程而改变，最终材料的所有权将属于西螺，与提交材料的成本和产品的最终价值成比例。

All documentation submitted by CELO, such as plans, descriptions and any other technical or market information, will be the intellectual property of CELO. Once the order has been delivered or the contract terminated, this documentation will be returned to CELO.

西螺提交的所有文件，如计划、说明和任何其他技术或市场信息，都将是西螺的知识产权。一旦订单交付或合同终止，此文件将退还给西螺。

The moulds, tools, plans, samples, standard documents, etc. submitted by CELO, in addition to the parts manufactured using these moulds, tools, plans, samples, etc. will never be given to third parties without the written consent of CELO. If the supplier breaches this obligation, CELO may terminate the contract and pursue legal action for the damage caused.

西螺提交的模具、工具、图则、样品、标准文件等，以及使用这些模具、工具、图则、样品等制造的零件，未经西螺书面同意，绝不将这些模具、工具、图则、样品等提供给第三方。如果供应商违反此义务，西螺可终止合同，并对造成的损害采取法律行动。

Any information obtained by the supplier in relation to the order or contract may not be shared with third parties unless the information is already in the public domain.

供应商获得的与订单或合同有关的任何信息不得与第三方共享，除非该信息已经属于公共领域。

5.6. TITLE DEFECTS 产权瑕疵

The supplier guarantees that the delivery will be made free from encumbrances and that no patent or right has been violated, either in the place of delivery or in the place of use.

The party must immediately inform the other party if there are any claims made regarding trademark rights or patent infringement.

If use of delivered goods is challenged by a third party due to trademark rights or patents, the supplier - notwithstanding its legal obligations - must obtain the right of use on behalf of CELO at no additional cost to CELO.

The right of action regarding claims for quality defects is limited to 24 months after delivery of the goods.

供应商保证在交货地点或使用地点，交货将没有任何障碍，没有侵犯任何专利或权利。

一方当事人如有涉及商标权或专利侵权的主张，必须立即通知另一方当事人。

如果第三方因商标权或专利而对所交付货物的使用提出质疑，则供应商(尽管有其法律义务)必须代表 CELO 获得使用权，且不向西螺支付额外费用。

关于质量缺陷索赔的诉讼权利限于交货后 24 个月内。

5.7. PRICE 价格

The price does not include value added tax, the amount of which must be added at the rate applicable in each case.

该价格不包括增值税，增值税的金额必须按每种情况下适用的税率添加。

5.8. CONTRACTUAL TERMINATION 合同终止

The supplier will be liable, without limit, for the possible damage caused to CELO when this is attributable to the supplier or its professionals, when caused by fraud or gross negligence.

Furthermore, the supplier will be liable for the damage caused to CELO that is a direct consequence of an action that was expected or foreseeable when the order was accepted and that is attributable to the supplier or its professionals.

The supplier must take out a liability insurance policy for deliveries to CELO with a sufficient insured amount to cover the risks in the automotive sector, regarding the costs generated due to recall, personal injury, damage to property, etc. and it will maintain this policy for at least 15 years after delivery. The insurance policy must be submitted to CELO in writing. CELO may terminate the contract without warning due to any serious issue. In particular, if the supplier is undergoing insolvency proceedings.

如果是由于供应商或其专业人员的欺诈或重大过失造成的，则供应商将对可能对西螺造成的损害承担无限责任。

此外，供应商将负责对西螺造成的损害，该损害是接受订单时预期或可预见的行为的直接后果，并可归因于供应商或其专业人员。

供应商必须为交付给西螺的产品购买一份责任保险单，投保金额必须足够，以涵盖汽车领域的风险，包括因召回、人身伤害、财产损失等产生的成本，并且在交付后至少 15 年内保持该保险单。保险单必须以书面形式提交西螺。如有严重问题，西螺可以不经警告终止合同。特别是，如果供应商正在进行破产程序。

5.9. FORCE MAJEURE 不可抗力

Both Parties will not be held liable for the non-fulfilment of any obligation laid down by its contractual relation if it is due to unforeseeable causes or causes which were foreseeable but unavoidable and when there was no fault or deceit by either of the Parties, caused by fire, flood, pandemic or epidemic (or similar regional health crisis), acts of government, strike, lockout or other labour problem, war, terrorism, riot or civil disturbance, or any cause or causes beyond such Parties' reasonable control. In cases of delay of more than *** (***) days in the services/supply for any cause described above, may the parties agree by mutual agreement for an additional extension of its contractual relation of *** (***) days or terminate all or part of the contractual relation without thereby creating any rights for both Parties.

如果由于火灾、洪水、流行病或流行病(或类似的区域卫生危机)、政府行为、罢工、停工或其他劳工问题、战争、恐怖主义、骚乱或内乱等原因造成的不可预见的原因或可预见但不可避免的原因导致的合同关系中规定的任何义务的不履行, 双方均不承担责任。或任何或任何超出双方合理控制的原因。如果由于上述任何原因导致服务/供应延迟超过***(***)天, 双方可以通过协商一致同意将其合同关系延长***(***)天, 或终止全部或部分合同关系, 而不因此为双方带来任何权利。

5.10. DEVELOPMENT OF WORK 工作的开展

The people who perform work in the CELO workplace in order to fulfil the contract must observe the company's regulatory provisions.

为了履行合同而在西螺工作场所工作的人员必须遵守公司的监管规定。

5.11. COMPLIANCE 符合性

The supplier must comply with the legal provisions applicable to employee relations, environmental protection and occupational safety, and it must also implement the measures necessary to reduce any repercussions associated with its activities that are harmful to people and the environment. To this end, and to the best of its ability, the supplier will implement and develop a management system in accordance with the standard ISO 14001. Additionally, the supplier will respect the principles of the United Nations Global Compact Initiative. These principles are related to protecting international human rights, the right to collective bargaining, eliminating forced and child labour, eliminating discrimination in recruitment processes and the workplace, environmental responsibility and corruption prevention.

More information can be found about the United Nations Global Compact Initiative at www.unglobalcompact.org.

If a supplier repeatedly violates a law, despite having received the corresponding warning, and it fails to remedy the breach of the law where possible and implement suitable measures to prevent it from occurring in the future, CELO will reserve the right to terminate any existing contracts without warning.

供应商必须遵守适用于员工关系、环境保护和职业安全的法律规定, 还必须实施必要的措施, 以减少与其有害于人和环境的任何影响。为此目的, 并尽其最大的能力, 供应商将实施和发展符合 ISO 14001 标准的管理体系。此外, 供应商将尊重联合国全球契约倡议的原则。这些原则涉及保护国际人权、集体谈判权、消除强迫劳动和童工、消除招聘过程和工作场所中的歧视、环境责任和防止腐败。

有关联合国全球契约倡议的更多信息, 请访问 www.unglobalcompact.org。

如果供应商多次违反法律, 尽管已收到相应的警告, 但仍未能在可能的情况下补救违法行为, 并采取适当措施防止今后再次发生, 西螺将保留在不发出警告的情况下终止任何现有合同的权利。

5.12. DOCUMENTATION AND SECRECY 文件和保密

Any kind of commercial or technical information that CELO makes available to the supplier (including characteristics of objects, documents or software submitted, in addition to other knowledge and experience), provided that it cannot be proven to be public knowledge, must be inaccessible to third parties, and in the supplier's company it may only be made available to people who must use the information with a view to completing the delivery to CELO and who, moreover, are bound by confidentiality; this information will remain the exclusive property of CELO. This information may not be copied or used industrially without the written authorisation of CELO, unless it is to develop the agreed deliveries. When requested by CELO, all information (including possible copies or records that have been made) and the objects loaned must be returned immediately and fully or they must be destroyed.

西螺向供应商提供的任何类型的商业或技术信息(包括所提交的对象、文件或软件的特征, 以及其他知识和经验), 在不能证明为公共知识的情况下, 必须是第三方无法访问的, 并且在供应商的公司中, 这些信息只能提供给必须使用这些信息以完成向西螺交付的人, 此外, 受保密约束;此信息仍将是西螺的独家财产。未经西螺书面授权, 此信息不得复制或用于工业用途, 除非用于开发约定的交付。当西螺要求时, 所有信息(包括可能的副本或已制作的记录)和借出的物品必须立即全部归还, 否则必须销毁。

CELO reserves all rights to said information (including copyright and the right to apply for industrial property rights, such as patents, utility models, semiconductor protection, etc.). If access to this information has been granted to CELO by third parties, this legal right is also valid before these third parties.

The products that have been manufactured according to documents designed by CELO, such as drawings, models and similar, following confidential CELO data or original CELO tools or copies of the same, may not be used by the supplier for its own use nor to offer or supply third parties. All of the aforementioned will also apply to orders of printed material made by CELO.

西螺保留对上述信息的一切权利(包括版权和申请工业产权的权利, 如专利、实用新型、半导体保护等)。如果第三方已授予西螺对这些信息的访问权, 则该法律权利在这些第三方之前同样有效。

根据西螺设计的文件(如图纸、模型和类似文件)、机密西螺数据或原始西螺工具或其副本制造的产品, 供应商不得用于自用或提供给第三方。上述所有规定也适用于西螺印刷材料的订单。

5.13. DATA PROTECTION 数据保护

The personal data of the individuals signing the agreement, as well as of the persons involved in or in contact during the provision of the service, will be processed by CELO as Data Controller.

The purpose of the processing is to maintain the contractual relationship, in the economic and technical related aspects, as well as the development and control of the agreed service/s and, where appropriate, the reporting of incidents related to such. The data will not be disclosed to third parties, except in compliance by law.

Pursuant to the General Data Protection Regulation, you may exercise your rights of access, rectification, erasure, objection, limitation and portability of your personal data by sending a written request to celo@celo.com.

For detailed information on the processing of your personal data please visit

<https://www.celofasteners.com/en/content/156-privacy-celo>

签署本协议的个人以及服务提供过程中涉及或接触的人员的个人数据将由西螺作为数据控制者进行处理。处理的目的是在经济和技术相关方面维持合同关系，以及开发和控制商定的服务，并在适当的情况下报告与此相关的事件。数据不会透露给第三方，除非符合法律规定。

根据《一般数据保护条例》，您可以通过向 celo@celo.com 发送书面请求，行使访问、纠正、删除、反对、限制和携带您的个人数据的权利。

有关个人数据处理的详细信息，请访问 <https://www.celofasteners.com/en/content/156-privacy-celo>

5.14. LANGUAGE 语言

The Spanish version of these General Terms and Conditions of Purchase will always prevail over any other text written in any other language.

本一般购买条款和条件的西班牙语版本始终优先于以任何其他语言编写的任何其他文本。

5.15. LAW AND JURISDICTION 法律及司法管辖权

For any issues that may arise, both parties expressly submit to the law and the courts that correspond according to Celos company contracting party registered office, waiving any other venue to which they might have recourse.

对于可能出现的任何问题，双方明确服从西螺公司签约方注册办事处对应的法律和法院，放弃他们可能追索权的任何其他地点。

6. FINANCES 财务

6.1. BILLING 账单

Invoices will be paid in the currency they are issued in unless a prior agreement with the supplier stating otherwise exists. CELO reserves the right to request payment for any cost related to conversion of the payment to this currency.

除非事先与供应商另有约定，否则发票将以其发行货币支付。西螺保留要求支付与付款转换为该货币相关的任何费用的权利。

6.2. PAYMENT 付款

Payment will be made according to the agreement defined in the offer and/or previously signed contract between both parties (direct debit, transfer, others).

For the issuance of transfer, the bank certificate of ownership of the bank account is essential.

The supplier will be responsible for paying all bank fees and commissions related to the payment of invoices when the supplier determines a specific payment collection procedure.

付款将根据要约中定义的协议和/或双方之前签署的合同(直接借记，转让，其他)进行。

对于转账的发放，银行账户的所有权证明是必不可少的。

当供应商确定具体的收款程序时，供应商将负责支付与发票付款有关的所有银行费用和佣金。

HISTORY OF CHANGES 变更记录

Revision 版本	Date 日期	Change 变更
01	04/03/2021	Manual creation 创建
02	02/09/2021	Section modification 5.13. Data protection 修改 5.13 章节. 数据保护
03	13/12/2022	Updating of points 3.1.1 and 6.2 Included VDA 6.3 training suggestion 更新第 3.1.1 和 6.2 点 包含 VDA 6.3 培训建议
04	09/05/2023	Updating of points 3.1.1, 5.9; 5.15 更新 3.1.1, 5.9; 5.15 章节。

Approved by 核准:**Aprobado por:**

Joaquín Núñez