

## GENERAL TERMS AND PURCHASING CONDITIONS

# 一般采购条款

### 1.- ACCEPTANCE OF THESE CONDITIONS

Supplies to CIE AUTOMOTIVE companies, from here on “CIE AUTOMOTIVE” or “The CUSTOMER”, arising from orders made by the latter shall be carried out in accordance with these General Purchasing Conditions, which shall be considered accepted by the SUPPLIER in the event that the latter gives its express or tacit conformity to the order sheet and hence, with the task performed, except in the event of special circumstances expressly stipulated in a separate document. Compliance with the requirements indicated in these General Purchasing Conditions is compulsory for supply to each and every one of the companies forming part of the group of CIE Automotive in every moment. While the document remains in force, its content is mandatory, even if it has not been made explicit reference to this in the documentation corresponding to the purchase. These general conditions may be supplemented by specific conditions or a Framework Agreement, set up specifically for one or more specific requests made by the companies of the group CIE Automotive (hereinafter referred to as Particular Conditions). In the event of a discrepancy between one and the other, shall prevail in the Particular Conditions.

**1.条款的接受。**根据 CIE AUTOMOTIVE 公司的订单向 CIE AUTOMOTIVE 公司或“客户”提供的物资，应照本通用采购条件执行，如果供应商明示或默示遵守订单，并因此执行任务，则视为供应商接受，除非在单独文件中明确规定特殊情况。对于构成 CIE Automotive 集团一部分的每一家公司，必须随时遵守这些一般采购条件中规定的要求。虽然该文件仍然有效，但其内容是强制性的，即使在与采购相关的文件中未明确提及。这些通用条款可由专门针对 CIE Automotive 集团公司提出的一个或多个具体要求而制定的特定条款或框架协议（以下简称“专用条款”）进行补充。如果两者之间存在差异，应以专用条款为准。

### 2.- MODIFICATIONS

Any modification or exception to these General Conditions made by the supplier must be accepted, in advance and in writing by CIE Automotive, and only apply to the specific Request for which have been proposed. Any agreement reached with another department that attempts to modify the terms and conditions previously agreed must be approved in writing by the CIE AUTOMOTIVE purchasing department in the form of an appendix to this contract. Accordingly, the signing of sale forms of suppliers or the existence, in the case of General Conditions of sale of the Supplier, do not exempt from the application of these General Conditions, which prevail, in any case, except with prior written acceptance of CIE Automotive as provided in the same together with the express repeal, partial or total, of the present General Conditions.

**2.修改。**供应商对这些通用条款所做的任何修改或例外必须事先得到 CIE Automotive 的书面接受，并且仅适用于已提出的具体请求。与另一部门达成的任何协议，如试图修改先前商定的条款和条件，必须以本合同附录的形式由 CIE 汽车采购部书面批准。因此，供应商销售表格的签署或供应商销售通用条款同样适用这些通用条款。

### 3.- CONFIDENTIALITY

The CUSTOMER reserves the right to require the Supplier to sign a NDA, Non Disclosure Agreement, or equivalent confidentiality document in order to ensure that the information received is not used by the latter in relations with other parties. On the other hand, CIE Automotive expects from the Supply Chain, observation about rules TISAX (Trusted Information Security Assessment exchange), which is a maturity-based information security assessment approach aimed at the needs of the automotive industry, applicable primarily to tier 1 and tier 2 suppliers, but extensible to more complex supply chains, assessment is a requirement of certain original equipment manufacturers (OEMs). The main need is to protect:

- Projects or design information, prototypes or secret investment plans.
- Big data and process data, linked to new digitalization concepts, the development of autonomous cars.
- Interconnections within the supply chain network.
- Personal data of customers.

**3.保密。**客户保留要求供应商签署保密协议、保密协议或同等保密文件的权利，以确保供应商不会将收到的信息用于其他方。

另一方面，CIE Automotive 希望在供应链中关注规则 TISAX（可信信息安全评估交换），这是一种基于成熟度的信息安全评估方法，旨在满足汽车行业的需求，主要适用于一级和二级供应商，但可扩展到更复杂的供应链，评估是某些原始设备制造商（OEM）的要求。主要需要保护：

- 项目或设计信息、原型机或秘密投资计划。
- 大数据和过程数据，与新的数字化概念、自动驾驶汽车的开发相关联。
- 供应链网络内的互连。
- 客户的个人数据。

#### **4.- PROCESSING OF PERSONAL DATA.**

The parties invoke to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, or similar Regulation in other countries.

**4.个人数据处理。**双方援引 2016 年 4 月 27 日欧洲议会和理事会关于在个人数据处理和此类数据自由流动方面保护自然人的条例（EU）2016/679，或其他国家的类似条例。

#### **5.- CERTIFICATES OF ORIGIN.**

The SUPPLIER shall supply the CUSTOMER with any certificate it may request, together with all of the necessary, signed, and complete details. This shall also apply to documents concerning the return of taxes from suppliers in the same country or in foreign countries. Moreover, the SUPPLIER shall inform the CUSTOMER if the goods to be delivered are subject to export restrictions, whether wholly or in part.

**5.原产地证书。**供应商应向客户提供其可能要求的任何证书，以及所有必要的、签字的和完整的细节。这也适用于同一国家或外国供应商的纳税申报文件。此外，供应商应告知客户，拟交付的货物是否全部或部分受到出口限制。

#### **6.- ORDERS.**

All order made from CIE Automotive that is not supported by a contract will be supported by an order form (the "ORDER"), or, in his absence, by a budget agreed to in writing by CIE Automotive. The CUSTOMER shall make its Orders using a standardized model, each with its order number. The Order shall be considered accepted by the SUPPLIER when the latter gives express indication thereof or tacitly within 10 working days of the date on which the order was made, or by the tacit mere execution of the Order by the SUPPLIER.

**6.订单。**CIE Automotive 发出的所有订单，如果没有合同支持，将通过订单表格（“订单”）或 CIE Automotive 书面同意的预算来支持。客户应使用标准化型号下订单，每个型号都有订单号。如果供应商明确表示接受订单，或在订单发出之日起 10 个工作日内默示接受订单，或供应商默示执行订单，则视为供应商接受订单。

#### **7.- DELIVERIES.**

All goods deliveries shall be made to the unloading area of the factory indicated in the Order or delivery program and transported at the expense and risk of the SUPPLIER. Deliveries shall be made in the quantity, term, and manner indicated on the Order or in the programmes in which the latter is made. The conditions of carriage shall be defined by “Current Incoterms” in the orders. If this were not the case, the Incoterms should guaranty Carriage and Insurance Paid, CIP, to agreed place of destination for international transactions, and delivered duty paid in agreed place of destination, in case of domestically transactions.

**7.交付。**所有货物应交付至订单或交付计划中规定的工厂卸货区，运输费用和 risk 由供应商承担。交货应按照订单或计划中规定的数量、期限和方式进行。运输条件应由订单中的“现行国际贸易术语解释通则”定义。如果情况并非如此，国际贸易术语解释通则应保证国际交易的运费和保险费按 CIP 支付至约定的

目的地，国内交易的运费和保险费按约定的目的地完税交付。

#### **8.- INSPECTION AND ACCEPTANCE.**

The CUSTOMER reserves the right to carry out the verifications at source and audits it considers appropriate, whether on its own initiative or accompanied by its client, to the quality system, manufacturing process, products, inventory status, equipment and packaging, handling etc., at the SUPPLIER's plant. To that effect the CUSTOMER's authorized representatives shall have free access at all times (on request), during the period of implementation of the delivery contract, the local workshops or factories of the SUPPLIER and/or subcontractor, where they are in manufacture, stored or running the materials and/or equipment hired. In the event that SUPPLIER breaches are observed, the latter shall undertake to correct them in the term stipulated by the CUSTOMER. The defective material found, either in the receipt of materials, during the manufacturing process or in the subsequent implementation, it will be returned freight collect to the SUPPLIER, the supplier shall be responsible for the expenses that might be incurred as a result of the problem of "not quality" found.

**8.检查和验收。**客户有权自行或在客户陪同下，对供应商工厂的质量体系、制造过程、产品、库存状态、设备和包装、搬运等进行其认为适当的源头验证和审核。为此，在交付合同执行期间，客户授权代表应随时（根据要求）自由进入供应商和/或分包商的当地车间或工厂，在那里他们正在制造、储存或运行所租用的材料和/或设备。如果发现供应商违约，后者应承诺在客户规定的期限内予以纠正。在材料接收、制造过程或后续实施过程中发现的缺陷材料，将退还给供应商，运费由供应商支付，供应商应负责因发现“不合格”问题而产生的费用

#### **9.- COMPLIANCE WITH DELIVERY COMMITMENTS.**

In the event of SUPPLIER breach of the agreed delivery commitments, either as regards quantity or term, even due to a cause beyond his will the CUSTOMER shall be authorized to modify at its convenience the total quantity and terms originally agreed, or to regard the Order as fully cancelled. Partial deliveries will not be accepted or amounts greater than those requested, unless that is indicated in the Order or specifically requested in writing. In the case of receiving higher amounts to those reflected in the Order, the surplus can be returned to the SUPPLIER with the corresponding freight to its charge.

**9.-遵守交付承诺。**如果供应商违反约定的交付承诺，无论是数量还是期限，即使是由于超出其意愿的原因，客户有权在方便的时候修改最初约定的总数量和期限，或视订单为完全取消。除非订单中明确说明或以书面形式明确要求，否则不接受部分交付或金额大于要求的部分交付。如果收到的金额高于订单中反映的金额，则剩余金额可退还给供应商，并将相应的运费计入其费用。

#### **10.- DELAYS AND DAMAGES.**

In the event of the SUPPLIER's breach to comply with any of the obligations laid down, and without prejudice to the exercise of the legal actions that may correspond to the CUSTOMER, it is agreed a penalty of 1 % of the value of the undelivered material for each week with of delay, (with a maximum of 5%), without prejudice to the obligation for the supplier to pay the 100% of other costs or prejudices deriving from the aforementioned SUPPLIER's breach, line stoppages, special transport, etc.

**10.延误和损害赔偿。**如果供应商违反规定的任何义务，并且在不影响对客户可能采取的法律行动的情况下，同意每延迟一周，对未交付材料的价值处以 1%的罚款（最高 5%），在不影响供应商支付 100%其他费用的义务或上述供应商违约、线路中断、特殊运输等造成的损害的情况下。

#### **11.- DELIVERY NOTES.**

The materials shall be accompanied by the corresponding delivery notes, which shall indicate the following information:

- SUPPLIER number assigned by the CUSTOMER.
- Order number and purchasing order (OF).
- Code and full name of the material as per the order.
- Actual quantity sent.

- Date and number of documents.
- Number of bundles, net weight and gross weight.

Should these requirements not be met, the CUSTOMER reserves the right to return the delivery and subsequent invoice, since this information is essential for its organization.

**11.送货单。**材料应附有相应的交货通知单，其中应注明以下信息：

- 客户指定的供应商编号。
- 订单号和采购订单。
- 根据订单，材料的代码和全名。
- 实际发送的数量。
- 文件的日期和编号。
- 捆数、净重和毛重。

## **12.- QUALITY.**

Batches that are rejected either totally or in part by the CUSTOMER'S quality services shall be returned to the SUPPLIER at the expense and risk of the latter, and such deliveries shall not under any circumstances be considered completed.

Depending on the case in question, the CUSTOMER may:

- Reject the material, which will need to be delivered again in the same quantities.
- Reject the material, without a replacement being sent by the SUPPLIER.
- Reject the entire batch and cancel the order. Moreover, it may claim any damages that should arise.
- Reject, at the Supplier's expense, the quantities necessary to prevent the damages that the partial or total return of the quantity delivered may cause to the CUSTOMER.

Although the SUPPLIER may not have received the notice of rejection before the parts are used, the CUSTOMER reserves the right to return those that are unusable due to manufacturing faults, establishing the relevant charge at the same time. Moreover, the SUPPLIER shall cover 100% of the costs incurred due to reprocessing, selections, or other actions necessitated due to faults with the supplied products. The Supplier shall conduct continuous improvement activities to offset possible increases in its internal costs and to maintain competitiveness on an international scale.

**12.质量。**客户质量服务部门全部或部分拒收的批次应退还给供应商，费用和 risk 由供应商承担，且在任何情况下，此类交付均不得视为已完成。

根据所述情况，客户可以：

- 拒收需要再次交付相同数量的材料。
- 拒收材料，供应商未发送替换品。
- 拒绝整批并取消订单。此外，它还可以要求赔偿由此产生的任何损失。
- 拒收所需数量，费用由供应商承担，以防止部分或全部退回交付数量可能对客户造成的损害。

尽管供应商在使用零件之前可能未收到拒收通知，但客户保留退回因制造故障而无法使用的零件的权利，同时确定相关费用。此外，供应商应承担因再加工、选择或因供应产品故障而必须采取的其他措施而产生的 100% 费用。供应商应开展持续改进活动，以抵消其内部成本的可能增加，并保持国际竞争力。

## **13.- SUBCONTRACTING.**

The SUPPLIER may not subcontract all or part of the execution of the order, without the prior written authorization by CIE Automotive. Obtaining such authorization of outsourcing implies that the Subcontractor accepts the present Purchasing Conditions from the moment it begins to provide its services to CIE Automotive. In any case of subcontracting, the SUPPLIER shall be liable jointly and severally liable with the subcontractor in

respect of all obligations of this to CIE Automotive, which may exercise the corresponding legal actions either against the Subcontractor and/or SUPPLIER.

**13. 分包。** 未经 CIE Automotive 事先书面授权，供应商不得将订单的全部或部分执行分包出去。获得此类外包授权意味着分包商自开始向 CIE Automotive 提供服务之日起接受当前的采购条件。在任何分包情况下，供应商应与分包商就本协议项下对 CIE Automotive 的所有义务承担连带责任，CIE Automotive 可对分包商和/或供应商提起相应的法律诉讼。

#### **14.- EQUIPMENT AND STANDARDS.**

Stamping tools, molds and general tools ordered or required to obtain the parts stipulated in the Order shall be considered the property of the CUSTOMER and may be withdrawn by the latter when it requests delivery thereof, and the Supplier shall renounce any other right that may correspond to it. The SUPPLIER shall provide an "in deposit" delivery note for these materials. While these materials are in the possession of the Supplier, the Supplier shall be responsible for their maintenance and conservation in order to ensure their good operation.

**14. 设备和标准。** 订购或要求获得订单中规定零件的冲压工具、模具和通用工具应视为客户的财产，客户可在要求交付时收回，供应商应放弃与之相应的任何其他权利。供应商应提供这些材料的“保证金”交货单。当这些材料归供应商所有时，供应商应负责其维护和保护，以确保其良好运行。

#### **15.- PRICES.**

The prices referred to in the Order are fixed and unchangeable, except for any contrary written agreement, and include all of the goods or services which are the subject of contracting as well as any costs to be borne by the supplier to make effective the supply or provision of those. The CUSTOMER shall not accept any change to prices once the order has been processed, unless it involves a change in manufacture that has been agreed between the parties.

**15-价格。** 订单中提及的价格是固定不变的，除非有任何相反的书面协议，并包括作为合同标的的所有货物或服务以及供应商为有效供应或提供这些货物或服务而承担的任何费用。客户不得接受订单处理后的任何价格变更，除非涉及双方约定的制造变更。

#### **16.- INVOICES.**

Payment invoices shall be submitted in duplicate. The invoice must collect the order number, reference, description of the product or service, delivery note number, unit price, total amount, date, expiration date, name, NIF, bank details (in case of a transfer), and address. The invoices will be sent to "THE CUSTOMER" by the means previously agreed between both parts, post, fax, e-mail.....

**16. 发票。** 付款发票应提交一式两份。发票必须收集订单号、参考号、产品或服务说明、送货单编号、单价、总金额、日期、到期日期、名称、NIF、银行详细信息（如果是转账）和地址。发票将通过双方事先约定的方式、邮寄、传真、电子邮件发送给客户。

#### **17.- CONDITIONS OF PAYMENT.**

Payment conditions shall be agreed upon by both parties and will be reflected in the Order or in any other document signed by CUSTOMER and SUPPLIER.

**17. 付款条件。** 付款条件应由双方商定，并将反映在订单或客户和供应商签署的任何其他文件中。

#### **18.- RESOLVE.**

The relationship between the CUSTOMER and the SUPPLIER shall be extinguished by its expiration or early termination of the same. The CUSTOMER shall have the power to resolve in advance the contractual relationship in the following cases:

- The SUPPLIER's failure to comply with the legislation in force, and in particular, of the labor obligations, social or fiscal, related to personnel intended for the execution of the order.

- Any breach of these Terms and Conditions or any of the other documents that form part of the Order, considering as non-compliance, the unwarranted delay in the execution of the supply or services ordered.
- The extinction of the legal personality of the SUPPLIER or the sale or transmission of the SUPPLIER or its transformation into another legal entity.
- Assignment of the contract, in whole or in part, without the prior authorization, express and written, of CIE Automotive.
- The application for a declaration of bankruptcy of the SUPPLIER or the existence of a significant decrease of its financial capacity that could assume the foreseeable cessation of its payment obligations.
- The mutual agreement between the parties.

**18.决议。**客户和供应商之间的关系应因其到期或提前终止而终止。在下列情况下，客户有权提前解决合同关系：

- 供应商未能遵守现行法律，尤其是与执行订单人员相关的社会或财政劳动义务。
- 任何违反本条款和条件或构成订单一部分的任何其他文件的行为，视为不遵守，在执行所订购的供应或服务时出现无理延误。
- 供应商法人资格的消失，或供应商的销售或转让，或供应商转变为另一个法人实体。
- 未经 CIE Automotive 事先明确书面授权，全部或部分转让合同。
- 申请宣告供应商破产或其财务能力显著下降，可能导致其支付义务的可预见终止。
- 双方之间的相互协议。

#### **19.- FORCE MAJEURE.**

The CUSTOMER may suspend the receipt and payment of goods requested from its Supplier in the event of flooding, fire, or other accident at the factory where the delivery is to be made, and in the event of collective conflict, similar situations, or those of force majeure.

**19.不可抗力。**如果交付工厂发生洪水、火灾或其他事故，以及发生集体冲突、类似情况或不可抗力，客户可暂停接收和支付其供应商要求的货物。

#### **20.- SUPPLIER'S LEGAL COMPLIANCE.** The SUPPLIER undertakes to comply with and enforce their

employees, and in its case, its contractors and assignees, the legislation in force in the Fiscal, Employment, Social Security, Safety and Health at Work and the Environment, and any other legal application, as well as respecting, in the case of activities carried out at the installations of CIE Automotive, policies on Safety and Health at Work and the Environment taken by CIE Automotive.

Likewise, the SUPPLIER, in jobs to be performed at the CUSTOMER'S facilities, shall respect and ensure

compliance with the rules of the workplace at which they are carrying out their task, together with those set down by the legislation for the task to be performed. Breach of these rules shall authorize the CUSTOMER to terminate the contract with the SUPPLIER and/or to claim any damages arising from such breach.

**20.-供应商的法律合规性。**供应商承诺遵守并执行其员工、承包商和代理人在财政、就业、社会保障、工作安全和健康以及环境方面的现行法律，以及其他法律应用，并尊重 CIE Automotive 采取的工作安全和健康政策以及环境政策。

同样，供应商在客户设施执行工作时，应尊重并确保遵守其执行任务的工作场所的规则，以及法律规定的执行任务的规则。违反这些规则应授权客户终止与供应商的合同，或要求因此类违约而产生的任何损害赔偿。

#### **21.- CONFORMITY WITH REGULATIONS.**

All products and/or services supplied by the SUPPLIER must meet the applicable requirements regarding regulations, documentation and safety. The Supplier shall put in place processes to guarantee compliance with government restrictions and safety regarding substances with restricted or prohibited use, including products purchased by it or those relative to the production process. The SUPPLIER shall fulfil any legal obligations and requirements applicable at any given moment, specifically including EC Regulation 1907/2006 of the European Parliament and of the Council concerning the registration, evaluation, authorization and restriction of chemicals (REACH) and any modifications that may be made to said

regulation in the future, as well as any other regulation applicable to this field. CIE Automotive suppliers must fulfil the regulations about the use of conflict minerals sourced in the “Covered Countries”. (See “Dodd-Frank Wall Street Reform and Consumer Protection Act Section 1502” for American companies. And for European companies: “EU Regulation 2017/821”, approved in 2017, valid from January 1, 2021. New European Regulation, has the same Minerals in scope and very much aligned to the US Dodd-Frank Act aforementioned).

The breach of this regulation involves, in first term status as “Global Business Hold” and the removal as supplier for CIE Automotive, if after an agreed period the situation is not solved satisfactorily. In this same way, CIE Automotive expects, that all the “Supply Chain Suppliers”, knows, share and meets the list about critical raw materials (CRMs)\*, created by the European Commission.

**21.-符合法律法规。** 供应商提供的所有产品和服务必须符合有关法规、文件 and 安全的适用要求。供应商应制定相关流程，以确保遵守政府关于限制或禁止使用物质的限制和安全，包括其购买的产品或与生产流程相关的产品。

供应商应履行任何特定时刻适用的任何法律义务和要求，特别包括欧洲议会和理事会关于化学品注册、评估、授权和限制（REACH）的 EC 1907/2006 号法规以及将来可能对上述法规进行的任何修改，以及适用于该领域的任何其他法规。

CIE Automotive 供应商必须遵守有关使用源自“涉及国家”的冲突矿产的规定。（美国公司参见“多德-弗兰克华尔街改革和消费者保护法第 1502 节”。欧洲公司参见“欧盟法规 2017/821”，于 2017 年批准，自 2021 年 1 月 1 日起生效。新的欧洲法规在范围上与上述美国多德-弗兰克法一致）。

违反本法规的行为包括，在第一个期限内，如果在商定的期限后，情况未得到令人满意的解决，则被视为“全球业务控股”，并被视为 CIE Automotive 的供应商。

同样，CIE Automotive 希望所有“供应链供应商”都了解、共享并满足欧盟委员会创建的关键原材料（CRM）\*清单。

\*[https://ec.europa.eu/growth/sectors/raw-materials/specific-interest/critical\\_en](https://ec.europa.eu/growth/sectors/raw-materials/specific-interest/critical_en)

## 22.- ENVIRONMENTAL, SOCIAL AND GOVERNANCE CRITERIA.

The CUSTOMER takes ownership of the ten universally accepted principles in the United Nations Global Compact strategic policy in the areas of human rights, labour and environment, and integrates them within the company's strategy and activities. These ten universally principles in the UNG Compact strategic policy are considered an integral part of its strategy and operations, so the compliance of them should be equally borne to the supplier. Therefore, every supplier must have a plan aligned with the **United Nations 2030 Agenda for Sustainable Development**.

The Suppliers' ESG Commitment, hosted at [www.cieautomotive.com/web/guest/asg-proveedores](http://www.cieautomotive.com/web/guest/asg-proveedores), details the requirements that all SUPPLIERS involved in the supply chain are required to comply with. Tacit acceptance of these GPCs implies compliance with the above.

The non-compliance of any of them, would enable the immediate termination of the contractual relationship.

**22.环境、社会和治理标准。** 客户拥有联合国全球契约战略政策中的人权、劳工和环境领域的十项公认原则，并将其纳入公司的战略和活动。UNG 契约战略政策中的这十项普遍原则被视为其战略和运营的组成部分，因此供应商应平等地遵守这些原则。因此，每个供应商都必须有一个符合联合国 2030 年可持续发展议程的计划。如果其中任何一方不遵守合同，合同关系将立即终止。

[www.cieautomotive.com/web/guest/asg-proveedores](http://www.cieautomotive.com/web/guest/asg-proveedores) 上的供应商承诺详细说明了供应链中所有供应商必须遵守的规定，并且默认接受一般采购条款并遵守上述规定。

违反任何一项条款，会使合同关系立即终止。

### 23.- INSURANCES.

The SUPPLIER must compensate all damages, personal or material, which, as a result of the execution of the order, cause to the CUSTOMER or third parties, or in its case, repair or replace the damaged property, when the nature and purpose of the same allows to it. These effects, and regardless of all the mandatory insurance as required by the legislation for the proper exercise of the Order, the supplier shall be obliged to provide a liability Insurance Policy, which covers the possible contingencies that may arise against a third party, including the CUSTOMER itself.

**23. 保险。** 供应商必须赔偿因执行订单而对客户或第三方造成的所有个人或材料损害，或在其情况下，在性质和目的允许的情况下，修理或更换受损财产。这些影响，以及无论法律要求的所有强制保险是否适用于订单的正确执行，供应商都有义务提供责任保险单，包括针对第三方（包括客户本身）可能发生的意外事件。

### 24.- LEGAL REGIME.

The applicable law shall be the law of the registered office of the company of the group CIE Automotive recipient of the delivery or supply by the SUPPLIER. The supplier, for the case of a dispute, disagreement, issue or complaint arising from the interpretation or execution of the order or of the present General Conditions with express waiver of its jurisdiction, submits to the jurisdiction and

competence of the courts and tribunals of the place where the registered office of the company of the group CIE Automotive recipient of the delivery or supply by the SUPPLIER.

**24. 法律制度。** 适用法律应为供应商交付或供应的 CIE 汽车集团公司注册办事处的法律。对于因解释或执行订单或本通用条款而产生的争议、分歧、问题或投诉，供应商明确放弃其管辖权，提交给 CIE 集团公司注册办事处接收供应商交付或供应的地方的法院和法庭的管辖权和权限。

### 25.- CODE OF CONDUCT.

Just as all CIE Automotive employees are required to familiarize themselves with and comply with the Code of Conduct, the Group also encourages its business partners (joint ventures, suppliers, customers, contractors and other partners) to align their conduct with the Code and apply equivalent ethical standards, including Anti-Corruption, Bribery and Conflict of Interest, among others. The partial or total breach of the aforementioned Code of Conduct, would allow the automatic resolution of the contractual relationship, as well as the elimination as a supplier of CIE Automotive.

**25. 行为准则。** 正如所有 CIE Automotive 员工都必须熟悉并遵守《行为准则》，集团还鼓励其业务合作伙伴（合资企业、供应商、客户、承包商和其他合作伙伴）将其行为与《行为准则》保持一致，并应用同等的道德标准，包括反腐败，贿赂和利益冲突等。

部分或全部违反上述行为准则，将允许自动解决合同关系，以及取消作为 CIE Automotive 供应商的资格

### 26.- WHISTLE-BLOWING CHANNEL.

CIE Automotive has set up a procedure for managing notifications and enquiries with respect to Code of Professional Conduct breaches or anomalies. All members of the organization and any of its stakeholder groups may use to it make enquiries or notify unusual activity or breaches of the rules set down in the Code of Professional Conduct aforementioned, using the following channels:

- WHISTLE-BLOWING CHANNEL E-MAIL INBOX: [whistleblowerchannel@cieautomotive.com](mailto:whistleblowerchannel@cieautomotive.com)
- POSTAL CORRESPONDENCE ADDRESSED TO THE COMPLIANCE DEPARTMENT: Alameda Mazarredo 69, 8º. 48009 Bilbao (Bizkaia), Spain.
- THE CORPORATE WEBSITE: [www.cieautomotive.com/en/web/guest/ethical-channel](http://www.cieautomotive.com/en/web/guest/ethical-channel)
- In the same way, the CIE Automotive Group fervently recommends, to its suppliers and the rest of its
- supply chain, to have a similar procedure for managing notifications and inquiries regarding its Code of Professional Conduct.

**26. 举报渠道：** CIE Automotive 建立了一套程序，用于管理有关违反或异常职业行为准则的通知和查询。组织的所有成员及其任何利益相关者团体可通过以下渠道进行查询或通知异常活动或违反上述专业行为准则中规定的规则：



- 举报渠道电子邮件收件箱: [whistleblowerchannel@cieautomotive.com](mailto:whistleblowerchannel@cieautomotive.com)
- 寄往合规部的邮件: 阿拉米达
- 马扎里多 69 度, 8 度。48009 毕尔巴鄂 (比兹凯亚), 西班牙。
- 公司网站: [www.cieautomotive.com/en/web/guest/ethical-channel](http://www.cieautomotive.com/en/web/guest/ethical-channel)

同样, CIE Automotive Group 强烈建议其供应商及其供应链的其他部分采用类似的程序来管理有关其职业行为准则的通知和查询