



Life Energy Motion

LEM General Terms and Conditions of Purchase

LEM 採購一般條款與條件

供应商确认

供应商确认在确认订单之前，已经阅读、理解并接受 LEM 的采购通用条款和条件，并有机会提出澄清要求。供应商确认这些条款在合同签订前已提供，并明确同意其纳入订单、订单确认、运输文件、发票以及其他合同文件中。供应商确认与赔偿、责任限制、知识产权和质保相关的条款在接受前已被特别强调和解释。

1. 适用范围

1.1. 除非另有单独协议明确约定，本采购通用条款和条件，以及最新版的《LEM 集团供应商通用要求手册》（可在 www.lem.com 获取，且为本条款不可分割的一部分，下称“采购条件”）适用于 LEM 关联公司（以下简称“LEM”）向任何供应商（不论所在地）采购的所有货物和服务（以下简称“货物”）。

1.2. 供应商接受 LEM 订单即表示同意本采购条件的专属适用。即使供应商的销售条件另有规定，接受 LEM 的采购订单即构成：

1. 供应商明确放弃其销售条件；
2. 供应商明确接受本采购条件，在条件冲突时本采购条件优先。

对本采购条件的任何修改或偏离必须经双方书面同意并签署。供应商确认书中任何修改、冲突或与本采购条件不符的条款均视为无效。

2. 关联公司

2.1. LEM 关联公司是指 LEM HOLDING SA 以及任何由 LEM HOLDING SA 直接或间接控制的法人实体、分支机构或办事处。“控制”是指指拥有该商业实体50%以上有表决权证券的投票能力，或能够支配该实体的管理和政策的能力。

3. 订单

3.1. 当 LEM 下达订单时，合同即视为成立，除非供应商在收到后2个工作日内书面拒绝。订单连同本采购条件以及订单中明确提及或单独书面约定的其他文件（如技术规范、图纸或质量要求），均对双方具有约束力，并构成合同的一部分。

3.2. 供应商应完全遵守订单或其附件中规定的 LEM 要求。任何偏离性意见只有在 LEM 书面批准后才有效。在此情况下，LEM 将出具修订订单，取消并取代之前的订单。若订单要求与已确认的技术规范不符，供应商应及时告知 LEM。

3.3. 订单可以书面或电子方式提交，无需签字即具法律效力，除非适用法律另有要求。

4. 订单变更与取消

4.1. 在适用法律允许范围内，LEM 可随时以书面或电子方式向供应商发出变更通知，包括交货日期、交货地点、包装、数量或货物的变更。

4.2. 如该变更导致成本或交货时间发生实质性变化，则应对价格和/或交货日期进行公平调整。供应商可在收到变更通知后 2 个工作日内提出书面调整申请，并附上 LEM 满意的证明文件。逾期未提出的，视为放弃。供应商在获得 LEM 书面批准前不得擅自执行变更。供应商在 LEM 与其协商变更期间不得中止履约。

4.3. 在不违反适用法律的前提下，LEM 可在生产提前期或交货日前 30 日（以较短者为准）之前取消订单，且无需承担任何责任。若 LEM 在该期限后取消，供应商可获得已完成且经 LEM 确认的工作补偿，但不得超过合同价格。LEM 对取消后的任何工作或可避免的下游费用不承担责任。本条不影响 LEM 因故取消的权利。后续不得存在进一步索赔。

5. 价格与付款条款

5.1. 供应商应以固定价格供货，价格包含所有交货费用。订单应明确价格结构及折扣。如逾期付款，供应商有权按照适用法律收取利息。除非法律另有规定，价格不得因汇率波动调整。价格已包含标准包装及履行订单的所有成本、风险和利润。任何附加费用须经 LEM 事先书面批准并在订单中注明。价格上涨只有在 LEM 正式授权代表书面确认后才有有效。

5.2. 除非订单另有规定，所有价格为完税后交货（DDP，2020 国际贸易术语解释通则），货币种类以订单为准。

6. 发票与付款条件

6.1. 供应商可在交货后且不迟于 30 天内开具发票。

6.2. 发票须符合 LEM 要求并包含订单号、货物描述、数量及价格等信息。发票地址应与订单一致。增值税需单独列明。因发票不合规造成的后果由供应商承担。

6.3. 除非另有约定或法律禁止，LEM 在收到合规发票后 60 日内付款。付款不构成货物验收或放弃缺陷权利。

6.4. LEM 在法律允许范围内保留抵销和留置权。

7. 交货地点、风险与所有权

7.1. 除非订单另有规定，交货条件为 DDP（2020 国际贸易术语解释通则），交货地点以订单为准，如果未指定其他交货地点，则送至 LEM 的营业地点。

7.2. 每次交货须附有送货单，包含订单详情、日期、LEM 名称及关税编码（如适用）等。供应商须确保相关法律要求的文件随附（如安全数据表、原产地证书、出口文件）。

Supplier confirms that it has read, understood, and accepted the LEM General Terms and Conditions of Purchase prior to order confirmation, and had the opportunity to request clarifications. The supplier acknowledges that these terms were made available prior to contract conclusion and explicitly agrees to their incorporation in the order, any order acknowledgement, shipping documents, invoices and other contractual documentation. The supplier acknowledges that clauses relating to indemnification, limitation of liability, intellectual property, and warranty have been specifically highlighted and explained prior to acceptance.

1. Scope

1.1. Unless otherwise expressly agreed under a separate agreement, these General Terms and Conditions of Purchase and, as applicable, the most current version of LEM Group Suppliers General Requirements Manual (available on www.lem.com) which is an integral part of these General Terms and Conditions of Purchase (hereinafter collectively the "Conditions of Purchase") apply to all goods and services procured by a LEM affiliate (hereinafter "LEM") from any supplier (without regard to supplier location), as set forth in a purchase order (hereinafter the "Goods"). By accepting LEM order, the supplier agrees to the exclusive application of these Conditions of Purchase for the procurement of Goods by LEM. Notwithstanding anything to the contrary stated in supplier's conditions of sale, acceptance of LEM's purchase order constitutes (1) supplier's explicit waiver of all its conditions of sale and (2) supplier's express acceptance of these Conditions of Purchase which shall prevail in battle of forms. Any modifications or deviations from these Conditions of Purchase must be agreed in writing and signed by LEM and the supplier, in which case such modifications or deviations shall prevail. Any condition set out in supplier's order acknowledgment form that modifies, conflicts with or contradicts any of these Conditions of Purchase shall be deemed invalid and not applicable.

2. Affiliate

2.1. LEM affiliate means LEM HOLDING SA and any legal entity, branch or office directly or indirectly controlled by LEM HOLDING SA. "control" means the ability to vote more than 50% of the voting securities of the business entity or otherwise having the ability to direct the management and policies of such legal entity, branch or office.

3. Order

3.1. The contract is considered as concluded between LEM and the supplier when LEM has placed an order, unless the supplier rejects it in writing within 2 working days after receipt. The order together with these Conditions of Purchase and any other document specifically referred to in the order or separately agreed to in writing, such as technical specifications, drawings or quality requirements, will be binding and form part of the contract between LEM and the supplier.

3.2. The supplier shall fully comply with LEM's requirements as set forth in the order or in its attachment. Deviating comments on the order shall only be valid if approved in writing by LEM. In such a case, LEM will issue a revised order cancelling and superseding the previous one. In any case, the supplier undertakes to promptly inform LEM if any LEM's requirement contained in the order differs from the technical specifications validated by LEM.

3.3. Orders may be submitted, whether in writing or electronically, and do not need to be signed to be enforceable, unless otherwise required by applicable law.

4. Order change and cancellation

4.1. Subject to applicable law, LEM may at any time, issue a change order to the supplier (whether in writing or electronically), to make any change to an order even after it was approved (e.g. change to delivery dates, place(s) of delivery, packaging, quantities and/or the Goods).

4.2. If any such change causes a material increase or decrease in the cost of, or the time required for, performance of the order, an equitable adjustment shall be made to the price and/or delivery date. Any claim by the supplier for adjustment under this clause shall be made in writing, together with supporting documentation satisfactory to LEM. However, any such claim shall be deemed waived unless asserted within 2 working days after receipt by the supplier of the change order. Unless otherwise instructed by LEM, any claim by the supplier must be approved by LEM in writing before the supplier proceeds with such change. The supplier shall not suspend performance under any order while LEM and the supplier are in the process of making such changes and any related adjustments.

4.3. Except and only to the extent it is specifically precluded by applicable law and upon 10 days notice, LEM may cancel any order at any time and for its sole convenience on or before the lead time for production or 30 calendar days prior to the date of delivery, whichever is shorter, without any liability to LEM in connection with any such cancellation. If LEM cancels any order less than the lead time for production or 30 calendar days prior to the delivery date, whichever is shorter, LEM shall reimburse the supplier for the work already performed prior to the notice of cancellation that the supplier can document to LEM's satisfaction. The supplier shall not be paid for any work done after receipt of the notice of cancellation nor for any costs incurred by supplier's sub-suppliers or providers which the supplier could reasonably have avoided. LEM will in no event reimburse costs exceeding the contract price of the Goods under the cancelled order. This clause 4.3 is without prejudice to LEM's rights to cancel any order for cause. No further claims shall exist.

5. Prices and payment terms

5.1. The supplier shall provide the Goods at a firm-fixed price including all delivery costs. The price structure, including any applicable discounts or rebates, shall be clearly stated in the order. In case of late payment of undisputed amount, the supplier shall be entitled to interest in accordance with applicable law. Such price shall not be subject to revision nor any adjustment due to currency fluctuation. Unless otherwise agreed in writing, the price is fully inclusive of standard packaging and of any and all costs, risks and profits related to or in connection with the performance of the order. No extra charge of any kind will be allowed unless specifically agreed in writing by LEM in advance and stated in the order. Price increases shall be valid only if confirmed in writing by LEM's duly authorized representative.

5.2. Unless otherwise specified in the order, all prices are deemed delivery duty paid (DDP - Incoterms 2020) to the place of delivery specified by LEM. Currency is as set forth in the order.

6. Invoicing/Terms of payment

6.1. The supplier may issue an invoice after delivery but not later than 30 calendar days of delivery of the Goods.

6.2. The supplier shall submit to LEM invoices in a form and format satisfactory to LEM and complying with generally accepted accounting principles. In particular, invoice shall indicate the exact LEM order number, LEM designation of the Goods, quantity and price. The invoice address is according to the order. The value-added tax shall be shown separately on the invoice. The supplier shall be responsible for all consequences arising from the failure to meet these requirements.

6.3. Unless otherwise agreed in writing or except if it is specifically precluded by applicable law, the invoices are paid by LEM within 60 calendar days after receipt of correctly issued invoices. Payments shall in no event be construed as an acceptance of the Goods nor a waiver of notices of defects by LEM.

6.4. LEM reserves the right of set-off and the right of retention to the extent permitted by applicable law.

7. Place of delivery and passing of risk and ownership

7.1. Unless otherwise specified in the order, deliveries shall be DDP (Incoterms 2020) to the place of delivery specified by LEM on the order or LEM's place of business if no other place of delivery has been specified.

7.2. Each delivery shall include a detailed delivery note listing the order details, order number, order date and LEM name, with clear and correct description of tariffs codes (when applicable). The supplier shall ensure that all special documents required by law, such as safety data sheets, certificate of origin and export documents, accompany the delivery.





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- 7.3. 文件缺失、错误或不足造成的损失由供应商承担，且除非仅在适用法律明确禁止的情况下，可能导致付款延迟。
- 7.4. 货物所有权在交付时转移至 LEM。
- #### 8. 包装
- 8.1. 供应商须提供安全、适当的包装以防止储存、运输中损坏。供应商须遵守 LEM 的特殊标签和包装要求，且不得额外收费。
- 8.2. 包装必须符合环境法规。
- #### 9. 交货日期与延迟
- 9.1. 订单规定的交货日期和数量具有约束力。交货日期应理解为根据上述第7.1条规定在约定交货地点交付货物之日。
- 9.2. 提前或部分交货须经 LEM 同意。
- 9.3. 若预计无法按时交货，供应商须立即书面通知 LEM 原因和预计的延迟时间。
- 9.4. 若发生提前、延迟或部分交货，无需另行通知，供应商即视为违约。
- 9.5. 即使 LEM 接受该交货，也不影响其因供应商偏离具有约束力的交付日期而享有权利。
- 9.6. 延迟交货时，LEM 有权在每次延迟的完整或不完整周数按合同价格的1%收取罚金的权利，最高不得超过延迟数量的 10% 价款。违约金不免除供应商义务。LEM 保留进一步索赔及合同解除权。
- 9.7. 除不可抗力外，若交货根据 LEM 的需求过迟或未事先书面通知延迟，LEM 有权取消订单并要求赔偿。
- #### 10. 履约
- 10.1. 供应商承诺以应有的谨慎和效率履行合同，以专业和合格的方式，并遵守行业最佳实践。
- 10.2. 若货物用于 LEM 产品制造，供应商须建立并使用适当的、可记录的质量管理体系，以确保货物及其材料的可追溯性及符合约定规格和质量标准。未经 LEM 书面同意，供应商不得替换或修改货物及其材料。制造地点、产品设计、工艺或控制的任何变更均须经 LEM 书面批准。
- 10.3. 供应商须立即以书面形式通知 LEM 任何可能危及或妨碍合同履行的情况，包括任何与货物相关的可能的质量或安全问题。
- #### 11. 分包商与供应商
- 11.1. 分包商的委托须事先获得 LEM 书面批准。
- 11.2. 无论是否存在过失或过错，供应商对其供应商及分包商承担无限责任，视同对自身负责，即使 LEM 已批准该分包商。LEM 对供应商的供应商及分包商不承担任何义务或责任。
- #### 12. 检查
- 12.1. 在合同履行期间及其后 12 个月内，LEM 有权在合理通知后随时进入并检查与货物设计、制造、测试、存储和交付相关的设施和记录，包括但不限于制造与质量控制、测试及合规流程。检查可由 LEM 或 LEM 客户进行。供应商须允许 LEM 或其客户访问其场所、设施、设备、人员及相关记录。供应商应确保 LEM 也有权进入和检查其供应商及分包商。
- 12.2. 检查须遵守当地隐私及商业秘密法律。检查范围仅限于核实对合同的遵守，不免除供应商的义务。
- #### 13. 质保与补救措施
- 13.1. 供应商保证：(i) 货物符合 LEM 的或由 LEM 提供并经供应商接受或双方书面共同同意的所有规格、蓝图、图纸和数据（任何格式）的，以及订单上写明的所有要求和条件；(ii) 符合生产、储存、运输、使用和销售地的适用法律、标准和法规；(iii) 无设计、材料和工艺缺陷；(iv) 无权利瑕疵及第三方权利主张；(v) 适合预期用途；(vi) 符合 LEM 与供应商的质量协议（如有）；(vii) 交货时为全新且未使用。
- 13.2. 质保期为交货日起 36 个月，若供应商提供更长期限则以更长为准。
- 13.3. LEM 无需在收货时进行验货。
- 13.4. 质保期内任何缺陷通知均视为及时，供应商放弃延迟异议。
- 13.5. 若货物存在缺陷或不符合，LEM 可选择：1. 要求供应商免费修复；2. 要求供应商免费更换；3. 按缺陷比例降低价格；4. 要求退还已支付的全部价款；5. 解除合同。
- 13.6. 在任何情况下，除本条款中规定的补救措施外，LEM 保留额外索赔权利。若供应商收到 LEM 的缺陷或不合格通知后未在合理时间内消除缺陷，或者在紧急情况下，LEM 可自行或委托第三方修复，费用由供应商承担。
- 13.7. 修复或更换后，质保期重新计算。
- 13.8. 本条款规定的补救措施不应被视为排他性的，应根据适用法律进行解释。本条款不限对重大过失、故意不当行为或人身伤害的责任。供应商的保证为适用于相应订单的、明示或者暗示法定保证之外的额外保证，并在检查、测试、验收、付款及合同终止后继续有效。
- 7.3. The supplier will be responsible for any damage caused by wrong, missing or insufficient documentation. Wrong, missing or insufficient documentation may delay payment, except and only to the extent it is specifically precluded by applicable law.
- 7.4. Ownership of the Goods passes to LEM with their delivery to the place of delivery.
- #### 8. Packaging
- 8.1. Packaging must be secure and adequate for preventing damage during storage, transport and shipment. The Supplier must comply with any special labelling and packaging instructions given by LEM at no further cost.
- 8.2. The supplier shall ensure that the packaging complies with the applicable environmental regulations.
- #### 9. Delivery dates, delay
- 9.1. Delivery dates and quantities specified in the order are binding. Delivery date shall be understood as the date of delivery of the Goods at the agreed place of delivery in accordance with clause 7.1 above.
- 9.2. Partial deliveries and early deliveries are not permitted, unless otherwise agreed.
- 9.3. If the supplier anticipates that the delivery date will not be met, the supplier shall forthwith notify LEM in writing of the reason and the expected duration of the delay.
- 9.4. In case of early, delayed or partial delivery, the supplier shall be immediately deemed to be in default without notice.
- 9.5. Acceptance of an early, delayed or partial delivery shall not be deemed a waiver of the rights that LEM is entitled to as a result of supplier's deviation from the binding delivery dates.
- 9.6. **In the event of delay, LEM reserves the right to claim liquidated damages amounting to 1% of the contract price per complete or incomplete week of delay, but not exceeding 10% of the delayed quantities. The liquidated damages shall not relieve the supplier from its obligations under the contract. LEM reserves the right to assert any further legal claims, including the right to claim additional damages and/or terminate the contract once the maximum penalty amount is reached.**
- 9.7. Except in case of Force Majeure, LEM shall have the right to cancel the order without indemnity or compensation and unaffected LEM's right to claim for any damage, loss or prejudice arising from the delay, (i) if the forecast delivery is too late according to LEM's needs and (ii) in the event of any delay that has not been notified in writing in advance.
- #### 10. Performance
- 10.1. The supplier undertakes to perform the contract with all due diligence and efficiency, in a competent and workmanlike manner and in compliance with the best practices of the industry.
- 10.2. In case of Goods procured by LEM for the need of manufacture of its own products, the supplier shall use an appropriate and documented quality management system to ensure at all times traceability of the Goods and any materials in the Goods as well as conformity of the Goods with the agreed specifications and quality standards. The supplier shall not substitute or modify the Goods nor any materials in the Goods without LEM prior written consent. Any change in manufacturing site, product design, process or control, is subject to LEM's prior written agreement.
- 10.3. The supplier shall promptly notify LEM in writing of any circumstances which could endanger or hinder the performance of the contract, including any possible quality or safety issue with the Goods.
- #### 11. Sub-suppliers and providers
- 11.1. The commissioning of sub-suppliers is subject to the prior written approval of LEM.
- 11.2. Independently of any negligence or fault, the supplier shall assume unlimited liability for its providers and sub-suppliers as for itself, even though LEM has approved them and LEM shall have no obligation and no liability whatsoever vis-à-vis the providers and sub-suppliers of the supplier.
- #### 12. Inspection
- 12.1. LEM is entitled, upon reasonable notice, at any time during the contract and for a period of 12 months thereafter, to access and inspect the facilities and records relating to the design, manufacture, testing, storage and/or delivery of the Goods, including, without limitation, the manufacturing and quality control, testing operations and compliance procedures relating to the Goods. The inspection may be carried out by LEM's representatives and/or LEM's customers. The supplier shall allow LEM's representatives and/or LEM's customers to access to the premises, facilities, equipment, personnel, books and records of the supplier, providers and sub-suppliers. The supplier shall ensure that LEM has the right to access and inspect the providers and sub-suppliers as set forth herein.
- 12.2. Such inspection shall be exercised in compliance with local privacy and trade secret laws. The scope of audits shall be limited to verifying compliance with this Agreement and shall not relieve the supplier from its obligations under the contract.
- #### 13. Warranty and Remedies
- 13.1. The supplier warrants that the Goods (i) comply with all the specifications, blueprints, drawings and data of LEM (in any format) or provided by LEM and accepted by supplier or jointly agreed by the Parties in writing, and with all the requirements and conditions written on the order, (ii) comply with the applicable laws, standards, rules, regulations and requirements where the Goods are manufactured, stored, shipped, used and sold, (iv) are free from defect in design, material and workmanship, (v) are free from defects of title and rights of third parties, (vi) are suitable for their intended purposes, (vii) meet the quality agreements between LEM and the supplier, if any, and (viii) are new and unused at the delivery date.
- 13.2. **The warranty period shall be 36 months from the date of delivery of the Goods or for a longer period if the supplier issues such a warranty.**
- 13.3. **The supplier hereby discharges LEM from its obligation to inspect the Goods at receipt.**
- 13.4. Any notification of defects within the warranty period is deemed made in time and the supplier hereby waives the objection of delayed notification.
- 13.5. In the event of defective or non-conforming Goods, LEM may, at its option (i) require the supplier to remedy the defects at no charge, (ii) require the supplier to replace the defective Goods at no charge, (iii) reduce the price in proportion to the defects, (iv) obtain from supplier total reimbursement of the purchase price paid for the defective or non-conforming Goods or (v) terminate the contract. In any case, LEM retains the right to claim all damages in addition to the remedies set out above in this clause.
- 13.6. If the supplier is unable to eliminate a defect within a reasonable time since notification of the defect or non-conformance by LEM or in case of urgency, LEM shall be entitled to eliminate the defect itself or through a third party at the cost and risk of the supplier.
- 13.7. After the defect has been remedied or the defective or non-conforming Goods have been replaced, the warranty period shall commence anew.
- 13.8. **The remedies set forth herein shall not be deemed exclusive and shall be construed in accordance with applicable law. Nothing in this clause shall exclude or limit liability for gross negligence, willful misconduct, or personal injury.** The supplier agrees that the warranties specified herein shall be in addition to any warranty by law, whether express or implied, applicable to the relevant order. They shall survive any inspection, test, acceptance and payment by LEM, as well as any termination of orders or of agreements related to orders.





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LEM General Terms and Conditions of Purchase

LEM 採購一般條款與條件

14. 产品停产

14.1. 若供应商停止生产货物，应至少提前 18 个月通知 LEM，并允许 LEM 在此期间下达最终订单。

15. 赔偿与保险

15.1. 供应商应赔偿并使 LEM 及其股东、董事、雇员、代理、分包商、供应商和客户（“受偿方”）免受因供应商货物引起的第三方索赔或供应商违反合同而产生的一切损失、费用 and 法律责任（包括律师费和诉讼费），并向受偿方支付因以下原因产生的所有费用和损害：(i) 因供应商提供的货物而产生的任何第三方索赔，包括但不限于产品责任（如适用）；(ii) 供应商违反采购条件或任何订单，无论供应商是否存在疏忽或过失。此责任包括但不限于产品召回、拆卸、安装、测试和 LEM 客户处（从 LEM 客户处和到 LEM 客户处）运输费用。

15.2. 供应商须维持必要的保险，包括但不限于职业责任险和产品责任险（包括延长的产品责任险），并覆盖召回费用。LEM 可随时要求提供保险凭证。保险金额不构成责任上限。

16. 知识产权

16.1. 供应商保证货物不侵犯任何第三方的版权、专利、商标、设计或其他知识产权。

16.2. 供应商应及时为受偿方抗辩任何第三方基于知识产权侵权提出的索赔，并承担因此产生的费用和损害（包括合理的律师费）。供应商保证具有充分权利使用、生产和销售货物，LEM 也有充分权利使用和转售货物。

16.3. 若发生侵权索赔，供应商应自费并经 LEM 选择：1. 达成和解，使 LEM 获得无责任使用货物的权利；2. 提供 LEM 接受的替代品；3. 向 LEM 退还涉案货物的购买价款。

17. 信息与资料所有权

17.1. 所有由 LEM 提供的知识产权、商业及技术信息和资料，包括但不限于专利、专有技术、商标、徽标、设计、图纸、工具、模具、冲模、计划、模板、样品、规格、测试设备、制造和/或测试以及质量流程，无论以何种形式和格式，由 LEM 向供应商披露和提供的，均为 LEM 财产（“LEM 财产”）。供应商在任何时候均不得直接或间接实施或促使实施任何损害或倾向于以任何方式损害 LEM 在任何 LEM 财产中的权利、所有权或权益的行为。LEM 保留对 LEM 财产的所有权利。

17.2. 未经书面同意，供应商不得修改 LEM 财产，且必须标识为 LEM 所有并与自身财产分开存放。LEM 财产仅限于履行本合同，不得向第三方提供或用于其他目的。使用任何 LEM 财产制造的商品不得由供应商自行使用，也不得提供或供应给第三方。

17.3. 在供应商占有或控制期间，LEM 财产的成本和风险由供应商承担。供应商保证将 LEM 财产的任何物品保持良好状态并妥善保管，并在丢失或损坏时予以更换。供应商承诺自费及时对 LEM 财产的任何物品进行必要的维护和检查工作，并及时报告任何故障。供应商应自费为 LEM 财产的任何物品投保火灾、水灾和盗窃险。

17.4. 供应商无对 LEM 财产的任何留置权，且承诺 LEM 财产将免于供应商和供应商债权人的所有留置权、产权负担、担保权益和索赔。除非另有约定，LEM 可随时要求返还或销毁该财产。如供应商破产，LEM 有权随时进入其场所取回财产。

17.5. 如果供应商未能履行本第 17 条项下的任何义务，LEM 有权要求赔偿由此造成的损失。

17.6. 供应商为订单开发的任何知识产权均归 LEM 所有。如法律不允许直接归属，供应商须自费采取一切必要行动将相关权利转让或授予 LEM 不可撤销的、独占、永久、免费、可再许可的全球性许可。如果供应商未能在合理时间内这样做，除了 LEM 可获得的其他补救措施外，LEM 有权处理所有必要的程序，并要求协助和报销所产生的费用。

17.7. 如果 LEM 不拥有货物的所有知识产权，则向 LEM 供应货物应被视为提供一项免费的、已全额支付的、永久且不可撤销的全球性许可，以使用和再许可任何及所有知识产权以及与之相关的权利，用于使用、销售、为实现其预期目的和用途而对货物进行的销售、进出口、包装、测试、质量控制、租赁或其他处置，以及任何相关服务。

18. 保密

18.1. 供应商须对 LEM 提供的所有信息严格保密，不得向第三方披露或用于履行本合同以外的目的。合同终止时或 LEM 书面要求时，供应商应根据 LEM 要求返还或销毁所有信息。如果销毁，供应商应向 LEM 书面确认此类销毁。

18.2. 未经 LEM 书面同意，供应商不得将合同作为广告或参考。保密义务在合同终止后仍然有效。供应商须确保其员工、代理及分包商遵守相同义务。

18.3. 未经 LEM 书面同意，不得将合同用于广告或参考目的。

18.4. 如果您希望我进一步研究 LEM 的保密条款在行业中的对比情况、其在供应商管理中的实际执行方式，或是否存在公开披露合同的例外情况，请告诉我“继续”或“请开始”，我将立即启动研究任务

14. Product obsolescence

14.1. If the supplier discontinues the production of the Goods, the supplier shall inform LEM at least 18 months in advance and allow LEM the opportunity to place a final order at all times within such an 18-month period.

15. Indemnification, Insurance

15.1. The supplier shall indemnify LEM and its shareholders, directors, officers, employees, agents, subcontractors, suppliers and customers (the “Indemnified Parties”) for and hold such Indemnified Parties harmless from all costs and all damages (including attorney and legal fees), and, shall pay any costs and damages incurred by the Indemnified Parties from and against (i) any third-party claims arising from the Goods provided by the supplier, including but not limited to product liability (if applicable) (ii) a breach of the supplier of the Conditions of Purchase or any order, whether or not the supplier may have been negligent or at fault. This liability includes, but is not limited to, the costs of product recall actions, the costs of dismantling, installation, testing, and transportation of defective products at (from and to) LEM’s customers.

15.2. The supplier shall have and maintain all necessary insurance coverages with insurance carriers to the satisfaction of LEM, including, but no limited, professional liability and public liability insurance (with extended product liability insurance) that also covers the costs of any recalls. At any time upon LEM’s request, the supplier shall provide LEM with a certificate of insurance as evidence of appropriate coverages. The insured amount under this clause 15.2 cannot be considered nor construed as a limitation of liability.

16. Intellectual property rights

16.1. The supplier warrants that the Goods do not infringe any copyrights, patents, trademarks, designs or other property rights of third parties.

16.2. The supplier shall promptly defend the Indemnified Parties (as defined in clause 15.1) against any third-party claims based on alleged intellectual property rights infringement and pay any costs and damages incurred by the Indemnified Parties (including reasonable attorney fees), in conjunction with such claims. Supplier guarantees that it has full right to use, produce and sell the Goods to be supplied and that LEM shall have full right to use and re-sell such Goods.

16.3. without prejudice to LEM’s rights under clause 16.2, the supplier shall at its own expense, at LEM’s option, either reach a settlement which grants LEM the right to use the Goods free of any liability for infringement, or replace it with a similar one as agreed by LEM, or and credit LEM with an amount equal to the purchase price of the Goods subject to the claim.

17. Ownership of information and material

17.1. Any and all intellectual property, commercial and technical information and material, including, without limitation, patents, know-how, trademarks, logo, designs, drawings, tools, molds, dies, plans, templates, samples, specifications, test equipment, manufacturing and/or testing and quality processes that LEM discloses and makes available to the supplier, in whatever form and format, shall be and remain LEM’s property (hereinafter “LEM Property”). The supplier shall not at any time do or cause to do, directly or indirectly, any act which impairs or tends to impair in any way LEM’s rights, title or interest in and to any of LEM Property. LEM reserves all rights in respect of LEM Property.

17.2. LEM Property shall not be modified without the written consent of LEM. Any items of LEM Property shall be clearly marked by the supplier as being owned by LEM and separated from the supplier property. LEM Property shall not be used by the supplier except for performance of the contract or as authorized in writing by LEM and may only be made available to third parties with LEM prior written consent. The Goods manufactured with any LEM Property may neither be used by the supplier itself nor offered or supplied to third parties.

17.3. While in supplier’s possession or control, LEM Property shall be held at supplier’s cost and risk. The supplier warrants that it will keep any items of LEM Property in good condition and safely stored and will replace any such items when lost or destroyed. The supplier undertakes to carry out in a timely manner any needed maintenance and inspection work on any items of LEM Property at his own expense and shall promptly report any failure. The supplier shall insure at his expense any items of LEM Property against loss by fire, water and theft.

17.4. Any right of retention with respect to LEM Property is expressly excluded and the supplier undertakes that LEM Property shall be free and clear of all liens and encumbrances, security interests and claims of the supplier and supplier’s creditors. Unless otherwise agreed, LEM Property must be automatically returned or destroyed at LEM’s request. Notwithstanding the foregoing, in the event of supplier’s insolvency or bankruptcy, LEM’s representatives are authorized to enter the supplier’s premises at any time and remove LEM Property.

17.5. In case the supplier fails to comply with any of its obligations under this Section 17, LEM shall be entitled to claim compensation for the resulting damages.

17.6. Any intellectual property whatsoever the form, generated, created or provided by the supplier for the order and any right related thereto shall be the sole property of LEM, such intellectual property being considered works created under commissioning. In case such direct vesting of rights is not possible under the applicable law, the supplier shall at supplier’s costs perform any and all actions, necessary to transfer and assign to LEM, or if not allowed under the applicable law, to provide LEM with an irrevocable and perpetual, sole and exclusive, fully paid and royalty-free, worldwide, sublicensable right and license to use (have used), modify and make derivative work, distribute directly and indirectly, lease, sell, offer for sale, import, export, develop, transfer, and otherwise dispose of and exploit such intellectual property alone or combined with any other good and related services thereof. Should the supplier fail to do so within a reasonable time and in addition to any other remedies available to LEM, LEM shall be entitled to handle all necessary procedures, ask for assistance and reimbursement of the costs incurred.

17.7. To the extent LEM doesn’t own all industrial and intellectual property rights in the Goods, the supply of the Goods to LEM shall be deemed to include a worldwide, fully paid-up, royalty-free, perpetual and irrevocable license to use and sublicense any and all intellectual property and rights related thereto for the use, sale, offer to sell, importing and exporting, packaging, testing, quality control, lease or other disposition of the Goods for their intended purpose and use and any service related thereto.

18. Confidentiality

18.1. As long as it is not entered into the public domain, the supplier shall keep as strictly confidential any and all information furnished by LEM and related to the order and its execution, including, without limitation, all LEM Property as well as any other data, documents and experience of LEM, its affiliates or their respective customers or business partners, and shall not disclose any such information to any third party, or use such information for any purpose other than performing the contract, except otherwise expressly agreed to in writing by LEM.

18.2. LEM information shall not be retained for longer than necessary to provide the Goods. Immediately upon termination of the contract or at any time upon LEM written request, the supplier shall either return to LEM or, at LEM’s option, destroy LEM information and all copies thereof, except for copies which must be retained in accordance with applicable law or which reside on automatic computer back-up or disaster recovery systems so long as such residing copies are not readily accessible and are not used or consulted for any purpose not permitted. In case of destruction, the supplier shall confirm in writing such destruction to LEM.

18.3. The disclosure of the contract for advertising or reference purposes shall not be allowed without LEM’s written consent.

18.4. The supplier shall be bound by this undertaking on and after termination of the contract. Supplier is obliged to bind its employees, agents and sub-suppliers with similar non-use and confidentiality obligations.





Life Energy Motion

LEM General Terms and Conditions of Purchase

LEM 採購一般條款與條件

19. 数据保护

19.1. 在履行合同时，供应商可能需要处理与 LEM 或其员工相关的个人数据。供应商须遵守适用的数据保护法律，仅为履行合同目的使用数据。未经 LEM 书面同意，不得转移至第三方或法律保护水平低于相关个人数据来源国的国家。

19.2. LEM 可能处理供应商及其代表的个人数据（例如供应商代表的姓名、地址、电话号码、传真号码和电子邮件地址）用于合同履行及采购管理，并可能与其他 LEM 关联公司共享，包括跨境传输。供应商理解并同意，个人数据可能会被传输到并由 LEM 关联公司和代表 LEM 在全球范围内行事的任何第三方服务提供商的人员在全球范围内访问和处理的数据库中，包括法律保护水平低于供应商注册成立国家的国家。供应商保证其合法处理个人数据，并且 LEM 有权为自身目的处理供应商传输的任何个人数据。

19.3. 供应商须采取适当的技术和组织措施保护个人数据，包括加密、访问控制和泄露通报程序。

20. 法规合规

20.1. 供应商须完全遵守所有适用的进出口管制法律法规，自行获得必要的许可证，并保存合规文件。供应商应在相关时通知 LEM 有关出口和/或进口禁令或限制。

20.2. 供应商应遵守货物制造、储存、运输和销售地司法管辖区的所有适用法律、标准、规则、法规和要求，以及与其活动相关的规定。供应商应承担 LEM 因此产生的所有财务和/或行政后果；特别是由于供应商或其员工、分包商和供应商未能遵守上述法律、法令或法规的规定而导致的后果。

20.3. 供应商须确保货物（包括嵌入的软件）符合所有适用法律法规，包括但不限于欧盟《数据法》《网络韧性法》《NIS2 指令》《人工智能法案》以及瑞士、美国和中国的等效法律。供应商须及时报告并解决任何不合规、漏洞或弱点。供应商应赔偿并使 LEM 免受因不遵守此类法规（包括数据泄露、监管行动或未能履行法律义务）而产生的任何索赔、罚款、损害或费用。LEM 保留审计和要求整改的权利。

21. 合同终止

21.1. LEM 有权在以下情况下通过挂号信终止订单，且无需赔偿：(i) 供应商未按期交货（包括提供任何服务）且延迟超过 1 周末获批准；(ii) 未履行质保义务；(iii) 无理拒绝订单变更；(iv) 违反合同义务且在收到通知后 10 日内未纠正；(v) 针对供应商的破产或类似程序启动；(vi) 发生不可抗力。

21.2. 供应商可在以下情况下终止订单：(i) LEM 违反合同且在收到供应商书面通知后 10 个工作日内未纠正；(ii) 针对 LEM 的破产或类似程序启动；(iii) LEM 拖欠无争议款项且催告后 10 个工作日内仍未支付。

22. LEM 行为准则

22.1. 供应商及其员工、代理、分包商和供应商须遵守《LEM 行为准则》。LEM 保留审计 LEM 行为准则遵守情况的权利，其中可能包括设施检查。不遵守将构成重大违约，LEM 可立即终止合同，且不予赔偿。

23. 不可抗力

23.1. 如因不可抗力（如罢工、抵制、禁运、骚乱、流行病、自然灾害、极端自然事件、战争、恐怖主义等）导致合同无法履行，各方应尽其商业上合理的努力，以尽量减少任何不可抗力事件的影响。

23.2. 受影响方可暂停履约，但须立即书面通知对方。

23.3. 如果受影响方未能发出此类通知，另一方有权就其因此产生的、可因通知避免的任何额外费用获得赔偿。若中断超过 30 天，任一方均可通过书面通知另一方解除合同。

24. 转让

24.1. 供应商未经 LEM 书面同意不得转让合同权利。LEM 可自由转让合同权利。

25. 可持续发展、劳动与环境合规

25.1. 供应商须确保货物的制造、开发和交付符合国际公认的劳动、人权及环境标准，包括：
1. 提供安全健康的工作条件；2. 遵守劳动法（工时、工资、结社自由）；3. 禁止歧视、骚扰和虐待；4. 减少能源消耗和温室气体排放；5. 推动生物多样性和废弃物管理；6. 符合 REACH、RoHS 等环境法规。

19. Data Protection

19.1. When performing the contract, the supplier may need to process personal data about LEM or its employees. The supplier shall be responsible for processing such personal data in compliance with the applicable data protection laws and only for the purpose of performing the contract. The supplier shall not, without LEM's prior written consent, transfer personal data to any third party or a country offering a lower level of legal protection than in the country of origin of the personal data in question.

19.2. The supplier is advised and consents that LEM processes personal data about the supplier and its representatives (such as the name, address, telephone number, fax number and e-mail address of the supplier's representatives) for the purposes of the contract between LEM and the supplier and managing and administering LEM group-wide purchases and procurement services. The supplier consents to LEM sharing personal data with other LEM affiliates, including for administrative and marketing purposes. The supplier understands and consents that personal data may be transferred to and processed in databases located and accessible globally by the personnel of LEM affiliates and any third-party service providers acting on LEM's behalf worldwide, including in countries offering a lower level of legal protection than in supplier's country of incorporation. The supplier warrants that it processes personal data lawfully and that LEM has the right to process for its own purposes any personal data transferred by the supplier.

19.3. The Supplier shall implement appropriate technical and organizational measures to protect personal data, including encryption, access controls, and breach notification procedures, in accordance with applicable laws.

20. Regulatory Compliance

20.1. The supplier shall remain in full compliance with all applicable export and import control laws and regulations. The supplier will obtain, at its own expenses, any import, export, transfer and re-export approvals and licenses required for the Goods and will retain documentation evidencing compliance with those laws and regulations. The supplier shall (i) identify any dual-use goods or technology and to fully cooperate with LEM in obtaining the necessary authorizations and (ii) inform LEM about export and/or import bans or restrictions when relevant.

20.2. The supplier shall comply with all applicable laws, standards, rules, regulations and requirements of the jurisdiction where the Goods are manufactured, stored, shipped and sold and relating to its activity. Supplier shall bear all the financial and/or administrative consequences incurred by LEM; in particular, as a result of the failure by the supplier or its employees, subcontractors and suppliers, to comply with the provisions of the said laws, decrees or regulations.

20.3. The Supplier shall ensure that the Goods, including embedded software, complies with all applicable laws and regulations, including but not limited to the EU Data Act, Cyber Resilience Act, NIS2 Directive, AI Act, and equivalent Swiss, US and Chinese laws on data, cybersecurity, and AI. The Supplier shall implement appropriate technical and organizational measures to ensure compliance and shall promptly report and remedy any non-conformity, weaknesses and vulnerabilities of the Goods. The supplier shall indemnify and hold harmless LEM from any claims, penalties, damages, or costs arising from non-compliance with such regulations, including data breaches, regulatory actions, or failure to meet legal obligations. LEM reserves the right to audit compliance and require corrective actions at the supplier's expense.

21. Termination

21.1. LEM shall have the right to terminate any order by registered letter with acknowledgment of receipt, without paying any compensation or penalty to supplier if: (i) supplier fails to deliver the Goods (including the performance of any services) within the date scheduled in the order, and the delay lasts more than one (1) week without being approved by LEM; (ii) supplier fails to comply with warranty obligations; (iii) supplier unreasonably withholds its consent to order changes as per Section 4.2 above; (iv) supplier is in breach of any of its obligations arising from the Conditions of Purchase or from a contract between the parties to which the order is subject, and breach is not cured within ten (10) working days from reception of written notice from LEM of the breach; (v) a proceeding under insolvency, bankruptcy or similar laws is commenced against supplier; or (vi) an occurrence that constitutes a circumstance of Force Majeure according to Section 23 hereafter.

21.2. Supplier shall have the right to terminate any order by registered letter with acknowledgment of receipt in case (i) LEM is in breach of any of its obligations arising from the Conditions of Purchase and such breach is not cured within ten (10) working days from receipt of written notice from Supplier; (ii) a proceeding under insolvency, bankruptcy or similar laws is commenced against LEM; (iii) LEM fails to meet payment obligations of undisputed amount despite written notice from Supplier remained without effect during ten (10) working days.

22. LEM Code of Conduct

22.1. The supplier, its employees, agents, sub-suppliers and providers are expected to comply with the requirements set forth in LEM Code of Conduct, and any updated version thereof. Acceptance of LEM Code of Conduct by the supplier is a pre-requisite to any continued business relationship between LEM and the supplier. The supplier is responsible for ensuring compliance with LEM Code of Conduct by all its employees, agents, sub-suppliers and providers. LEM reserves the right to audit compliance with LEM Code of Conduct which may include facility inspections. Failure to adhere to LEM Code of Conduct shall entitle LEM to terminate the contract for material breach without compensation.

23. Force Majeure

23.1. Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded by Force Majeure, meaning an event that was not foreseeable by the affected party at the time of execution of the respective order, is unavoidable and outside the control of the affected party, and for which the affected party is not responsible. The following events (the list of which is not exhaustive) shall be considered as Force Majeure events to the extent they present the characteristics described above: strike, boycott, embargo, export restrictions, riot, epidemics, natural disasters, extreme natural events, act of war, terrorist acts. Each party shall use its commercially reasonable efforts to minimize the effects of any event of Force Majeure. Force Majeure shall be interpreted in accordance with the applicable jurisdiction and laws.

23.2. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance. If the affected party fails to give such notice, the other party shall be entitled to compensation for any additional costs which it incurs and which could have avoided had it received such notice.

23.3. Either party shall be entitled to terminate the contract by written notice to the other party if performance of the contract is suspended for Force Majeure for more than 30 calendar days.

24. Assignment

24.1. The supplier may not assign, transfer or encumber any rights resulting from the contract without LEM's prior written consent. LEM is allowed to assign, transfer or encumber to any third party any rights resulting from the contract.

25. Sustainability, Labor and Environmental Compliance

25.1. The Supplier shall ensure that the Goods, including embedded software, are manufactured, developed, and delivered in accordance with internationally recognized standards for labor practices, human rights, and environmental protection. This includes, but is not limited to: (i) providing safe and healthy working conditions; (ii) implementing health and safety precautionary measures; (iii) prohibiting discrimination, harassment, and abuse; (iv) complying with applicable labor laws on working hours, wages, and freedom of association; (v) implementing measures to reduce energy consumption and greenhouse gas emissions; (vi) promoting biodiversity and responsible waste management; and (vii) complying with environmental regulations including REACH and RoHS.





Life Energy Motion

LEM General Terms and Conditions of Purchase

LEM 採購一般條款與條件

- 25.2. LEM保留审计此类合规性并因重大违约而终止合同的权利。供应商须赔偿因不合规产生的任何索赔、罚款、损害或费用。
- 26. 适用法律与管辖**
- 26.1. 合同受下单 LEM 公司注册地法律管辖，不适用国际私法及《联合国国际货物销售合同公约》。争议管辖地为该 LEM 公司注册地法院。
- 27. 杂项**
- 27.1. 未行使某项权利不构成放弃。
- 27.2. 若条款无效，其余条款仍有效，并由最接近目的的条款替代。
- 27.3. 本采购条件中明确或隐含地旨在合同终止后仍然有效的任何条款，尽管有此终止，仍应保持完全有效。
- 27.4. 本合同不构成代理或合伙关系。
- 28. 地方法律附加条款**
- 28.1. 中国签订的合同：供应商须遵守《出口管制法》《网络安全法》。如在中国法院发生争议，以中文版本为准。
- 28.2. 日本签订的合同：供应商须根据日本商法遵守诚实信用原则。
- 28.3. 马来西亚签订的合同：供应商应遵守《个人数据保护法》(PDPA)，处理本协议项下的任何个人数据。
- 28.4. 美国签订的合同：供应商应遵守《加州消费者隐私法》(CCPA)。
- 25.2. The Supplier shall maintain documentation evidencing compliance and provide it upon request. LEM reserves the right to audit such compliance and to terminate the contract for material breach. The Supplier shall indemnify and hold harmless LEM from any claims, penalties, damages, or costs arising from non-compliance with this section.
- 26. Applicable law and Jurisdiction**
- 26.1. The contract shall be governed by and construed in accordance with the laws of the country of incorporation of the LEM company placing the order, with explicit exclusion of the applicable international private law principles and the United Nations Convention on Contracts for the International Sale of Goods dated 11th April 1980. The place of jurisdiction for any disputes shall be the registered office of the LEM company placing the order.
- 27. Miscellaneous**
- 27.1. Failure to enforce or exercise any right or provision of these Conditions of Purchase or a contract does not operate, and shall not be construed, as a waiver of such right or provision and shall not preclude the right later to enforce such right or provision or any other term herein contained.
- 27.2. If any provision of these Conditions of Purchase should be void or unenforceable, this shall not affect the validity of the remaining provisions. Any provisions that are void or unenforceable shall be replaced by provisions that come as close as possible to achieving the intended purpose.
- 27.3. Any clause of these Conditions of Purchase expressly or impliedly intended to survive termination of the contract shall remain in full force and effect notwithstanding such termination.
- 27.4. Nothing in this contractual relationship shall be construed to constitute the supplier as an agent or employee of LEM or so as to have any kind of partnership with LEM. The supplier is not authorized to represent or engage LEM towards third parties.
- 28. Additional Local Provisions**
- 28.1. For contracts executed in China, the Supplier shall ensure compliance with the Export Control Law and Cybersecurity Law of the People's Republic of China. The Chinese language version of this Agreement shall prevail in case of disputes before the Chinese courts.
- 28.2. For contracts executed in Japan, the Supplier shall act in good faith and fair dealing in accordance with Japanese commercial law. The Japanese language version of this Agreement shall prevail in case of disputes before the Japanese courts.
- 28.3. For contracts executed in Malaysia, the Supplier shall comply with the Personal Data Protection Act (PDPA) with respect to any personal data processed under this Agreement.
- 28.4. For contracts executed in the United States, the Supplier shall comply with the California Consumer Privacy Act (CCPA).

