

汽车零部件供应合同 · 条款摘录（已签署版）

Supply Agreement for Automotive Components — Extract of Executed Version

合同编号 Contract No. : YC-WH-2025-018 | 签署日期 Date of Execution : 2025-11-12
甲方 Party A : Weberhaus Automotive GmbH (德国) | 乙方 Party B : 沅澄精密制造有限公司
准据法 Governing Law : 英格兰及威尔士法 Laws of England and Wales | 语言
Language : 中英文双语, 不一致时以英文本为准

第 2 条 定义（摘录） Article 2 Definitions (Extract)

中文本	English Text
2.1 "部件 A-12"指本合同附件一所述的转向柱总成，包括其全部子组件。全文统一使用该名称。	2.1 "Component A-12" means the steering column assembly described in Annex 1, including all sub-components. This designation shall be used consistently throughout.
2.2 "不可抗力"指本合同第 11.2 条明确列举的事件，不包括未列举的其他情形。	2.2 "Force Majeure" means the events expressly listed in Article 11.2, and shall not extend to any circumstances not so listed.

第 9 条 交付与延迟 Article 9 Delivery and Delay

中文本	English Text
9.1 乙方应于订单确认书载明的交付日期前交付部件 A-12。	9.1 Party B shall deliver Component A-12 on or before the delivery date stated in the relevant Order Confirmation.
9.2 逾期交付的，乙方应按每延迟一周支付合同价款 0.5% 的约定赔偿金，累计上限为合同价款的 5%。	9.2 In the event of late delivery, Party B shall pay liquidated damages at the rate of 0.5% of the Contract Price per week of delay, subject to an aggregate cap of 5% of the Contract Price.
9.3 本条约定的赔偿金额为甲方就逾期交付可获得的唯一救济，双方确认该金额为对损失的合理预估，而非惩罚。	9.3 The liquidated damages under this Article shall be the sole and exclusive remedy of Party A in respect of late delivery. The Parties confirm that such sum is a genuine pre-estimate of loss and not a penalty.

第 11 条 不可抗力 Article 11 Force Majeure

中文本	English Text
11.1 任何一方因不可抗力不能履行本合同的，在不可抗力影响范围内免除责任。	11.1 Neither Party shall be liable for any failure to perform to the extent such failure results from Force Majeure.
11.2 本合同所称不可抗力仅限于下列事件：（a）自然灾害；（b）战争、武装冲突、恐怖袭击；（c）政府命令、禁令或法律变更；（d）罢工（乙方自身员工罢工除外）；（e）流行病及相关官方管制措施。 下列情形明确不构成不可抗力：原材料价格上涨、乙方或其分包产能不足、乙方设备故障、乙方人员短缺、乙方与其供应商之间的纠纷。	11.2 Force Majeure shall be limited to the following events: (a) natural disasters; (b) war, armed conflict, terrorism; (c) governmental orders, prohibitions or changes in law; (d) strikes (excluding strikes of Party B's own workforce); (e) epidemics and related official control measures. The following shall expressly NOT constitute Force Majeure: increases in raw material prices, insufficient production capacity of Party B or its subcontractors, equipment failure of Party B, shortage of Party B's personnel, or disputes between Party B and its suppliers.
11.3 主张不可抗力的一方应于事件发生后 5 个工作日内书面通知对方，并提供证明文件。逾期未通知的，不得主张本条。	11.3 The Party claiming Force Majeure shall notify the other Party in writing within five (5) Business Days of the event, together with supporting evidence. Failure to notify within such period shall preclude reliance on this Article.

第 14 条 变更与弃权 Article 14 Variation and Waiver

中文本	English Text
14.1 对本合同的任何变更，须经双方授权代表签署书面文件方为有效。往来函件、电子邮件或口头沟通不构成变更。	14.1 No variation of this Agreement shall be effective unless made in writing and signed by the authorised representatives of both Parties. Correspondence, e-mail or oral communication shall not constitute a variation.
14.2 一方未行使或延迟行使任何权利，不构成对该权利的放弃。	14.2 No failure or delay in exercising any right shall constitute a waiver of that right.

本摘录仅供内部沟通参考，完整条款以已签署合同正本为准。

This extract is for internal reference only; the executed original shall prevail.

本文件为虚构练习素材，不代表任何真实合同或法律意见。