



## **KPI basic supplier requirements and standard buying terms**

These general terms and conditions, hereinafter "Terms" shall apply to each and every purchase agreement between KPI Global Limited or KPI Netherlands BV hereinafter: "KPI", and another party, hereinafter: the "Supplier" to which KPI has declared the present terms and conditions applicable, even if KPI has not specifically referred to these general terms and conditions in an agreement and insofar as parties have not explicitly deviated from the present terms and conditions in writing.

以下的通用条款和条件，以下简称“条款”，将适用于 KPI Global Limited 或 KPI Netherlands BV (以下简称：“KPI” ) 与另一方 (以下简称：“供应商” ) 之间的每一项采购协议，即使 KPI 在协议中没有特别提到这些通用条款和条件，只要双方没有以书面形式明确偏离这些现行条款和条件，KPI 就已声明这些条款和条件适用。

### **INTELLECTUAL PROPERTY**

- KPI is the owner of the brands it produces and all the implications. The supplier and his affiliates have no right to use any of the brands without written authorization of KPI.  
知识产权 - KPI 拥有其生产的品牌及所有相关权利。供应商及其关联方未经 KPI 书面授权，无权使用任何品牌。
- Any mold that the supplier opens for a KPI development may not be used for sale to any country unless authorized in written format by KPI.  
任何供应商为 KPI 开发的模具，未经 KPI 书面授权，不得用于向任何国家销售。
- The supplier will guarantee that the products offered to KPI do not infringe intellectual rights or trademarks of third parties and will be responsible for the damage caused in case of infringements.  
供应商将保证提供给 KPI 的产品不侵犯第三方的知识产权或商标，并将对侵权造成的损害负责。
- Regarding products designed by KPI, the supplier and KPI will jointly define the MOQ required to amortize the mold, and once achieved that volume, KPI will own the mold. If the product continues to sell, the supplier must update the product cost, subtracting the cost of the mold proportionally charged to each unit produced.  
关于 KPI 设计的产品，供应商和 KPI 将共同确定摊销模具所需的最小订购量 (MOQ)，一旦达到该数量，KPI 将拥有模具。如果产品继续销售，供应商必须更新产品成本，按比例扣除每个生产单位的模具成本。
- Any render, 3D file, image, text, draft sent by KPI that contains an original design or idea of a product will be treated as KPI intellectual property even if KPI decides not to continue the development with the supplier.  
任何由 KPI 发送的包含产品原创设计或想法的渲染图、3D 文件、图像、文本或草稿，即使 KPI 决定不继续与供应商合作，也将被视为 KPI 的知识产权

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## **Confidentiality**

- The supplier commits to safeguard and not disclose by any means, confidential information to which he has access due to his business relationship with KPI.
- 供应商承诺保护并且不以任何方式泄露因与 KPI 的业务关系而获得的机密信息。
- Confidential information shall be considered designs, drafts or designs, models or inventions, business information, sales information, purchase, prices, sales estimates, business plans, strategies, policies, procedures, and any other information that may come to receive intentionally or unintentionally. The above is mentioned in an enunciative but not limiting way.
- 机密信息应被视为设计、草图或设计、模型或发明、商业信息、销售信息、采购、价格、销售估计、商业计划、策略、政策、程序以及可能有意或无意接收到的任何其他信息。上述内容以列举性而非限制性的方式提及。
- Supplier shall protect confidential information from disclosure to others, using at least the same degree of care used to protect its own confidential or proprietary information of like importance. In any case Supplier shall use no less than a reasonable degree of care.
- 供应商应保护机密信息不被泄露给他人，至少应使用与保护其同等重要的机密或专有信息相同的谨慎程度。在任何情况下，供应商都应使用不低于合理的谨慎程度。
- Supplier by no means shall contact KPI business relations including customers, agents, factories or parties in any other form without prior written approval from KPI during the business relation between KPI and supplier and within a reasonable time of 5 years.
- 在 KPI 与供应商的业务关系期间以及在合理的 5 年时间内，供应商在未经 KPI 事先书面批准的情况下，绝对不得以任何形式联系 KPI 的业务关系，包括客户、代理商、工厂或其他任何方。
- If Supplier fails to comply with obligations as set forth in this article it shall be in default by operation of law and forfeit an immediately due and payable penalty of \$100,000 (one hundred thousand USD) for each violation to KPI and a penalty of \$10,000 (ten thousand USD) for each day the violation continues, notwithstanding the right of KPI to claim all actual costs and damages and to invoke any other rights and remedies it may have pursuant to These Terms and applicable law.
- 如果供应商未能遵守本条款所规定的义务，根据法律规定将构成违约，并将向 KPI 支付每次违反的立即到期并应支付的罚款 100,000 美元（十万美元），以及每继续违反的每天支付 10,000 美元（一万美元）的罚款，尽管 KPI 有权要求所有实际成本和损害赔偿，并根据这些条款和适用法律行使任何其他权利和救济。

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## **ANTI-CORRUPTION AND ETHICS**

- Both parties agree to comply with the Anti-Corruption laws in force at the time of acceptance of these commercial terms.  
双方同意遵守在接受这些商业条款时生效的反腐败法律。
- The supplier may not give or offer to any KPI employee or collaborator, payments, promises of payment, goods, or services directly or indirectly in order to be favoured in its business relationship.  
供应商不得直接或间接地给予或提供给任何 KPI 员工或合作者支付款项、支付承诺、商品或服务，以便在其业务关系中获得优待。
- Any act of corruption will cause termination of the business relationship and cancellation of purchase orders opened without liability to KPI.  
任何腐败行为将导致业务关系终止和取消开放的采购订单，而不对 KPI 承担责任。
- The supplier and KPI commit to comply with their agreements while always respecting the ethical principles of both companies.  
供应商和 KPI 承诺遵守他们的协议，同时始终尊重双方公司的道德原则。

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## **Supplier Audit Requirements:**

### **验厂要求**

KPI will do supplier audit before order proceeding to check how supplier control the quality and if the production capacity is fine. Supplier needs to do corrective action if audit is failed. Otherwise the order will not be placed.

For the orders that need customer audit, KPI will do audit first and help supplier to do related improvements to make sure audit will pass. Supplier needs to take reaudit cost and corrective action till audit pass if not following with KPI request.

KPI 或者客户通常会在下单前安排验厂,查看工厂如何控制质量以及产能是否 OK。如果验厂失败,工厂需要配合做整改,否则订单会取消。

对于客户需要验厂的订单, KPI 会先进行验厂,并帮忙工厂做相应改善以确保验厂通过。如果工厂没有按照 KPI 的要求做相应整改,需要承担重新验厂的费用以及配合改善直至验厂通过。

### **We mainly care about Supplier controlling system, production capacity and product quality whether meet requirements of consumer.**

#### **KPI and 客户重点关注的是工厂质量控制体系,产能和产品质量是否满足消费者要求。**

Please help to ensure that your supplier have a good quality controlling system, performed related inspections including IQC, IPQC, FQC, QA inspection and reliability testing. Also there should be related paper inspection record that can be provided to customer for reviewing.

请确保你们工厂有良好的质量控制体系,以便执行来料检验,制程检验,成品检验,产品可靠性测试。同时确保有相关的纸质检验记录提供给客人审核。

### **Quality inspection records as below listed:**

质量检验记录详细包括以下:

Incoming inspection report 来料检验报告。

In-process inspection report 制程检验报告。

Final/out-going inspection report 成品、出货检验报告。

Product reliability / function/lifetime testing report and the third-party testing report.

产品可靠性、功能、寿命测试及第三方测试报告。

Please kindly note: At least keeping for the recent 3-6 months inspection records for review.

It will be much better if having ISO9001 Quality Management System Certificate and BSCI certificate on hand. (Please provide if have)

请注意:质量记录必须要提供最近三到六个月给客人审核。如果贵司通过了 ISO9001 质量管理体系认证或者取得了 BSCI 证书更好。如果有,请提供。

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#### **Other documents required for audit 其他文件要求:**

SOP (standard operation procedure) and SIP (Standard inspection procedure) must be set up for each product for workers operation reference and QC inspection reference. Please be sure that SOP is posted on the correct site.

所有的产品必须建立生产作业指导书和检验标准供工人作业指导和 QC 检验参考。并且确保作业指导书有张贴在正确的生产现场。

#### **Audit of critical component suppliers**

##### **重要关键配件供应商的验厂**

For huge order quantities of some of our customers, they also need to control critical component suppliers of the factories they work with. If the final production supplier has several components suppliers supplying critical components . Customer wants to be sure that the critical component suppliers can meet the supplying demand to meet the production capacity, if main supplier is planning to use different suppliers for a single component. Then should list the various component suppliers. And being sure these suppliers all could being audit.

有些客户的订单量比较大，他们还需要管控工厂合作的那些重要配件供应商。如果最终生产的工厂有好几个重要配件的供应商，客户需要确保这些关键配件供应商的供货量可以满足工厂的产能。如果工厂对同一个关键配件有不同的供应商，需要全部列出来，并确保这些供应商都可以进行验厂。

#### **For the orders that customer need to audit factory.**

##### **对于客户要求验厂的订单**

###### **1-KPI will help factory to prepare for audit.**

###### **KPI 会帮忙工厂准备验厂工作**

KPI Quality department can help supplier to prepare for audit and to guide factory in what still is missing to prepare for Customer audit. KPI will always audit factory prior to a customer audit.

KPI QA 会帮助工厂准备验厂资料，并指引工厂哪些资料缺失并需要尽快补齐。KPI 会在客户验厂前先进行一轮验厂。

###### **2-Fines for failure of customer audit due to not following KPI guide or production in not approved factory**

###### **没有按照 KPI 要求整改，客户验厂不通过或者在没有确认的工厂生产的罚金明细**

\$ 1,000 USD penalty will be applied for every Factory that is rejected by Customer. If factory follows KPI instructions for improving .the factory normally they will never fail the customer audit.

验厂失败，将会对工厂产生 1000 美金的罚金。如果工厂按照 KPI 要求准备，验厂失败不会有罚款问题。

\$ 2,000 USD penalty will be applied if the order is produced in a Factory that is not authorized by customer to be produced + all the Rejections penalties in case that the order is rejected

如果产品在未经授权的工厂生产将会产生 2000 美金的罚金+被拒罚金（一旦订单被拒收）。

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## Standard product requirements :

### 标准产品要求

Basic product requirements: 产品基本要求:

KPI mainly care about functional and visual defects , material and certification.

KPI 客户主要关心功能和可见的产品外观的问题。

We accept a tolerance of 2mm for burs, black dots and other cosmetic defects.

对于外观, 他们通常只接受 2mm 的毛刺, 黑点或者其他外观不良。

In terms of functionality the product should fulfil its claim, so if specifications of a Bluetooth speaker says it works for 4 hours at 80% volume they will test and confirm this is real.

Same goes for claims on holding capacity or others.

就功能性而言, 产品应该满足自身的功能性宣称要求。例如一个蓝牙音响, 如果宣称可以在 80% 音量工作 4H, 那实际测试时要符合此条件。就其他像承重要求, 也是一样的道理。

## Product specification sheet :

### 产品规格书:

For Spec sheet: 产品规格

Supplier submit testing sample to KPI first, KPI will make one spec sheet once item passed testing and confirmed. This spec sheet show all product's quality information. Supplier must sign back the SPEC Sheet, it will be as the inspection standard for inspector to inspect the cargos. If supplier doesn't sign back because of some unacceptable points , Should speak out to us and then let customer correct until both sides all agree the Spec sheet's info and all checking points .Finally supplier needs to sign back the spec sheet to KPI.

首先工厂提供测试样品给到 KPI, KPI 会根据已经确认或者过测试的样板制定产品规格书。规格书会明确产品的所有质量管控信息点。工厂审核规格书, 无误后签回。如果规格书有些点工厂不能接受, 请及时反馈, 然后 KPI 和工厂会共同确认后修改, 工厂再签回。这份规格书也是验货员在验货时的标准。

For PPS(pre-production sample)--产前样

Only PPS approved by customer then supplier can start to produce the mass production, in the meantime, customer or KPI also will sign an approved PPS back to supplier as production standard for mass production.

只有产前样客户批准后方可开始大货生产, 同时客户或者 KPI 也将签回一个 PPS 给工厂作为生产大货的标准。

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## **Goods inspection**

### **产品验货**

KPI will do inline for first sample shipment of new order and do final inspection for every shipment in China.  
对于新订单的首单，客户会进行中期验货；每批货客户会验尾期。

Orders inspection before shipment -inspection standards and requirements.

出货前的订单检验-检验标准和要求：

Quality Inspections in General 一般质量检查

For KPI Quality, defects are classified as follows: 质量缺陷分类：

- Critical: the defect makes the product dangerous or could injure the user.  
致命缺陷：缺陷使产品带来一些潜在危险或者可能对使用者造成伤害。
- Major: the defect affects the product's functionality, appearance and / or durability.  
主要缺陷：缺陷影响到产品的功能，外观，或者使用寿命等。
- Minor: the defect affects the product's packaging, etc.  
次要缺陷：缺陷影响到产品的包装等。

Sample inspection must be done in accordance to AQL standard Level 2

抽样检验必须根据 AQL 二级水准进行检验。

The limits to determine if an inspected lot is rejected are:

检验批被拒 AQL 值如下：

- Critical: 0  
致命缺陷：收零拒。
- Major: 2.5%, except electronics which reject at 1.5%  
主要缺陷：AQL 值 2.5%，电子产品 AQL 值 1.5%。
- Minor: 4%  
次要缺陷：AQL 值 4%。

• All inspections must be validated and compared against PPS and specification sheet.

所有的产品验货一定是依据产品规格书和比较 PPS 签样来进行。

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KPI will always inspect for every order. KPI will do inspection prior to customer and join with customer inspector for all inspections normally if customer arrange their own QA or third party to proceed inspection.

KPI 会对每个订单验货。对客户 QA 或者第三方要求验货的产品，KPI 会在客户验货之前先验一次，KPI 通常在客户所有验货的时候都会陪同一起。

If supplier fail the inspection within the failed points which are listed on Spec sheet. Supplier needs to rework and pay all related extra shipping cost and customer penalty if shipment is delayed.

如果验货工厂 FAIL 的点是在 SPEC SHEET 里列出的, 工厂需要返工并支付如果造成交期延误额外的运输费用和客户罚金。

If customer fail the inspection with the failed points which are not listed on Spec sheet , SUPPLIER do not need to pay extra cost , but need to work with KPI to note customer to update Spec sheet for next shipment .

如果客户验货 FAIL 的点没有在 SPEC SHEET 里列出, 工厂不需要支付额外费用, 但是要和 KPI 一起更新 SPEC SHEET 并让客户改 SPEC SHEET 给下批货验货用。

Customers on arrival in the destination country will also do inspection, if the inspection in factory pass by KPI but fail in destination port. Supplier needs to work with KPI to find solution to solve the problem.

货物到达目的国仓库后, 客户还会在当地也会进行抽查验货。如果货物验货 KPI 给到 Pass, 但是目的港客户 fail, 工厂需要和 KPI 一起找到解决方案。

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### **Product's materials & components changes:**

#### **产品材料或者配件的改变**

KPI and customer do not accept any components changes comparing with testing sample, mass production MUST be same as TESTING SAMPLE OF INSIDE AND OUTSIDE, including every component's color, design, structure, material, etc cannot be changed.

如果测试样已经确认, KPI 和客户不接受任何零配件的变更, 大货必须与测试样的内外材料零件一模一样, 包括每个部件的 颜色、设计、结构等都不能发生改变。

**If KPI or customer inspector finds any changes in inspection without KPI or customer approval when compared other type samples (such as PPS and shipping samples) with Testing samples, there will be 30% penalty of each order amount and also need to rework. At the same time KPI and customer also have right to cancel this order without any loss.**

如果未经 KPI 或者客户的许可, 在验货时发现大货样和测试样或者 PP 样不同, 将会有每个订单货值 30%的罚款同时还需要返工。同时 KPI 也有权取消订单不承担任何损失。

Any improvement changes or updates on PCBA & Chipset need be noticed **before testing sample**. As any changes will result to make new testing in the country of sales.

测试样板前任何改善的改变比如 PCBA&芯片需要通知 KPI, 因为任何改变将有可能做新的测试。

Please carefully read above requirements before receiving orders, if no any question feedback to us means supplier have accepted all clauses.

接受订单之前请仔细阅读所有的要求, 如果没有任何反馈意见将视为默认接受所有的条款。

I hereby agree with above mentioned terms and conditions and will bear any penalty caused by failing to comply with these standards. 我在此同意上述条款和条件, 并将承担因未能遵守这些标准而导致的任何罚款。

Supplier name: \_\_\_\_\_

Supplier Chop: \_\_\_\_\_

Supplier representative name: \_\_\_\_\_

Date: \_\_\_\_\_

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