

编号:

Contract No.:

# 质量保证协议书

## Quality assurance agreement

甲 方：北京光华荣昌汽车部件有限公司  
成都光华智能汽车部件有限公司

Party A: Beijing Goldrare Automobile Parts Co.,Ltd.  
Chengdu Guanghua Intelligent Auto Parts Co., Ltd

乙 方：阿诺德紧固件（沈阳）有限公司

Party B: Arnold Fasteners(Shenyang)Co.,Ltd.

签订地点:

签订时间: 2019 年 11 月 29 日

本质量协议旨在进一步提高甲方产品质量，不断扩大市场占有率，促使双方以优质产品服务于客户。甲、乙双方本着“质量第一，利益共享，精诚合作，共同发展”的原则，为确保产品质量的稳定和不断提高，经双方协商，特签定本协议。

This quality assurance agreement aims to further improve the quality of Party A's products and to continuously expand the market share, so that both parties can provide customers with quality products. Based on the principle of "quality first, benefit sharing, sincere cooperation, and common development", Party A and Party B have signed this agreement to ensure the stability and continuous improvement of product quality.

### 1. 名词定义

原材料：指甲方为了生产产品而购买的所有直接和间接材料，包括但不限于注塑原料、发泡原料、化工料、包装材料、辅助材料、布料等的统称。

零部件：指甲方为了生产产品而购买的所有直接和间接部件，包括但不限于调角器、滑道、升降机构、镜片、调整机构、加热片、座椅骨架、镜座、镜杆、标准件等的统称。

#### 1. Terms and definitions

Raw materials: All direct and indirect materials purchased by Party A for the production of target products, including but not limited to injection molding materials, foam, chemical materials, packaging materials, auxiliary materials, and fabrics.

Parts: All direct and indirect parts purchased by Party A for the production of target products, including but not limited to recliners, slide rails, lifting mechanisms, glasses, adjustment mechanisms, heating elements, seat frames, mirror mounts, mirror rods, and standard parts.

### 2. 使用范围

此协议适用于为甲方提供生产性原材料、零部件的供应商。

#### 2. Scope

This agreement applies to suppliers who provide raw materials and parts for the production needs of Party A.

### 3. 质量要求

#### 3. Quality requirements

3.1 乙方应严格按照甲方提出的或经甲方认可的质量和技术规格要求，为甲方提供产品。甲方产品的质量或技术规格如有任何技术更改，甲方应书面告知乙方更新有关图纸和标准等，乙方需在3日内书面回复确认，并严格执行变更后的图纸和标准。如有异议，应在3日内提出。在3日内未提出的，视为同意甲方更新的图纸和标准。

3.1 Party B shall provide products for Party A in strict accordance with the quality and technical specifications made or approved by Party A. If Party A wants any change in the quality or technical specifications of Party B's products, it shall inform Party B in writing and send updated drawings and standards. Party B shall reply and confirm in writing within 3 days, and strictly implement the changed drawings and standards. Objections should be submitted within 3 days. If no objections are raised within 3 days, Party B shall be deemed to have agreed to the drawings and standards updated by Party A.

3.2 乙方产品的生产条件发生变更,包括但不限于图纸变更,制造条件变更(重要材料变更、加工工艺变更、分供方变更、生产场地变更等),乙方必须进行相关检测、试验,证明其产品满足甲方技术和质量要求后,通知甲方并向甲方提供样品和 PPAP 文件,经甲方同意批准后才能正式供货。由于乙方未经甲方同意,擅自变更所造成的质量事故由乙方承担全部责任。

3.2 If the production conditions of Party B's products are changed, including but not limited to changes in drawings and manufacturing conditions (changes in key materials, processes, sub-suppliers, production sites, etc.), Party B must conduct relevant tests to prove the conformance of its products with the technical and quality requirements of Party A, and notify and provide Party A with samples and PPAP documents. Only after these are approved by Party A shall Party B remain as a qualified supplier. Party B shall bear full responsibility for any quality incident caused by any arbitrary changes without the consent of Party A.

3.3 乙方的产品包装必须满足甲方要求,包装方案需经甲方认可。

3.4 乙方必须向甲方提供每批产品的检验合格证明。

3.3 Party B's product packaging must meet Party A's requirements, with the packaging plan approved by Party A.

3.4 Party B must provide Party A with the inspection certificate for each batch of products.

#### 4. 质量保证

4.1 乙方应接受甲方对乙方产品的质量评审工作,并配合提交有关资料,并根据甲方的评审结果,按照甲方要求进行整改。

4.2 当乙方产品在甲方制程中发现质量缺陷或甲方的顾客抱怨,乙方有责任在甲方规定的时间内分析原因,采取有效措施进行处理,积极追回各环节的不合格品,同时应提供《质量纠正和预防措施计划》,并接受甲方调查验证。

4.3 乙方应按要求参加甲方质量部门组织的质量改进会议、质量培训等活动。

#### 4. Quality assurance

4.1 Party B shall cooperate with Party A in the quality evaluation of Party B's products, submit relevant documents, and take corrective action in accordance with Party A's evaluation results and requirements.

4.2 When Party B's products are found to have quality defects or cause the complaints of Party A's customers in Party A's manufacturing process, Party B shall have the duty to analyze the causes within the time specified by Party A, take effective measures to deal with the issue, and actively retrieve the nonconforming products in all links. Moreover, it shall submit the "Quality correction and prevention action plan", and cooperate with Party A regarding any investigation.

4.3 Party B shall participate in the quality improvement meeting, quality training, and other related activities organized by Party A's quality department as required.

#### 5. 质量确认及记录

5.1 应甲方要求,乙方应向甲方提交有关订购产品出货检查等内容的检查报告,其详细内容由甲乙双方另行协商决定。涉及 3C 要求的产品及关键零部件,每年至少提交一次委托第三方检测的相关性能的检测报告和材质报告。

5.2 乙方关于订货产品检查、试验等结果的记录,至少应在产品质量保证期限内妥

善保管。甲方要求时，应允许甲方阅览或提交其副本。

5.3 为了达到订货产品批量追踪的目的，乙方应根据甲乙双方另行商定的办法，进行生产批次的可追溯性管理。

#### 5. Quality confirmation and records

5.1 Party B shall submit to Party A inspection documents such as reports on the outgoing inspection of ordered products at the request of Party A. The details shall be negotiated by the two parties separately. For products and key parts subject to 3C requirements, Party B shall submit their inspection reports concerning relevant characteristics as well as material reports by third parties at least once a year.

5.2 Party B's records of the results of inspection, tests, etc. of ordered products shall be retained at least throughout the period of product quality assurance. Party B shall allow Party A to read these records or to obtain copies on request.

5.3 Party B shall conduct batch traceability management based on the methods agreed by Party A and Party B separately, in order to efficiently track each batch of ordered products.

### 6. 质量责任

#### 6. Quality responsibilities

6.1 甲方对质量问题的事实和损失情况负有举证责任，乙方承担证明该产品合格的举证责任。

6.1 Party A shall bear the responsibility for listing the facts and losses of a quality incident, with Party B responsible for proving the conformance of products.

6.2 甲方对于原材料、零部件的品质控制采用委托乙方检验的方式，即使不做任何检验和测试也能直接投入生产，但并不因此免除乙方的产品质量责任。甲方进行材料、性能等年度强制性试验所产生的费用需由乙方承担。

6.2 Party B shall implement quality control of raw materials and parts on behalf of Party A, and these products shall enter the production line even without any inspection or testing, but this does not exempt Party B from product quality responsibility. Party B shall bear the expenses incurred by Party A for the annual mandatory testing of materials, performance, etc.

6.3 乙方应对自己的原材料、零部件进行严格的进货检验，建立和保存进货检验的原始记录。

6.3 Party B shall conduct strict incoming inspection of its raw materials and parts, and create and retain the original records of incoming inspection.

6.4 乙方应健全完善生产过程的控制管理，必须制定生产过程控制文件和作业指导书等，在对最终产品质量有影响的关键生产工序上建立必要的控制点，严格做好原始记录和数据统计，监控工序质量和产品质量，及时发现和纠正生产过程的异常状况，确保产品质量的一致性和稳定性。

6.4 Party B shall improve production control and management, formulate production process control documents and standard operating procedures, etc., establish necessary control points in key production processes that have an impact on the quality of the final product,

strictly retain original records and statistics, monitor process and product quality, and detect and correct abnormalities in the production process in time, so as to ensure the consistency and stability of product quality.

6.5 乙方应使生产过程或采购过程完全受控, 如有失控, 应及时查明原因并采取纠正措施, 并通知甲方采取相应的措施, 否则一切后果由乙方承担。甲方有权对乙方进行不定期的监督考察, 并进行符合性考核。对乙方存在不符合本条约定情形的, 经甲方指出后, 乙方须及时进行有效整改, 对未整改或整改情况不符合甲方要求的, 视为乙方违约, 甲方有权终止供货关系, 并要求乙方对甲方因此发生的损失承担赔偿责任。

6.5 Party B shall keep the production process or procurement process under full control. If there is any quality incident, Party B shall promptly identify the cause, take corrective measures, and notify Party A of necessary corresponding measures, otherwise all consequences shall be borne by Party B. Party A has the right to conduct related supervision and inspection of Party B, and implement conformity assessment. If Party B does not comply with any provisions of this agreement, it shall promptly take effective corrective action after being notified by Party A. If Party B fails to take action or does not meet Party A's requirements for correction, Party B shall be deemed to be in breach of agreement, and Party A shall have the right to terminate the supplier relationship and hold Party B liable for the losses incurred by Party A.

6.6 乙方提供的原材料、零部件应完全符合甲方明确规定的质量要求及相应的国际、国家、部委颁发的有关质量标准 (包括隐含的质量要求), 甲方提出的标准超出国际、国家质量要求标准的, 以甲方的要求为准。

6.6 The raw materials and parts provided by Party B shall fully comply with the quality requirements specified by Party A as well as relevant international, national, and ministerial quality standards (including implied quality requirements). The requirements of Party A shall prevail if stricter than international and national quality requirements.

6.7 发生以下情形, 乙方应承担相应的违约责任

6.7.1 乙方交货时间超出订单合约交期 (交期延误)。

6.7.2 乙方原材料、零部件因包装、运输品质问题导致甲方生产线停线。

6.7.3 乙方原材料、零部件在甲方入厂检验时因品质问题乙方不能及时处理而造成甲方停线。

6.7.4 乙方原材料、零部件在甲方生产过程中发生品质异常造成甲方生产线停线, 或导致甲方已生产的产品返工、返修。

6.7 In the following circumstances, Party B shall bear the corresponding liability for breach of contract:

6.7.1 Party B fails to deliver products within the time specified in the contract (delivery delay).

6.7.2 Party A is forced to suspend production due to packaging- and transportation-related quality issues of the raw materials and parts provided by Party B.

6.7.3 Party A is forced to suspend production as the raw materials and parts provided by Party B are found to be defective during incoming inspection, but Party B fails to solve the issue in time.

6.7.4 Party A is forced to suspend production, or rework or repair finished products as the raw materials and parts provided by Party B are found to be defective during Party A's manufacturing process.

6.7.5 因乙方原材料、零部件质量问题造成甲方产品出厂后发生批量质量事故（如退货等）。

6.7.6 因乙方原材料、零部件质量问题造成产品用户在使用中出现危及人身、财产安全或丧失使用价值的情形。

6.7.7 乙方原材料、零部件在装配直到用户使用过程中发现有质量问题且造成损失。

6.7.8 因乙方对其产品材料的技术和商业机密泄露造成的损失。

6.7.5 Party A's sold products provoke major quality incidents (such as returns) due to defective raw materials and parts from Party B.

6.7.6 Party A's sold products endanger the personal and property safety of end users or lose use value due to defective raw materials and parts from Party B.

6.7.7 The raw materials and parts provided by Party B are found to be defective from the assembly process to actual use by end customers, and cause losses.

6.7.8 Party A incurs losses as Party B leaks confidential technical and business information.

## 7. 交货需遵守的规则

### 7. Delivery rules

7.1 乙方在货物出厂前，应根据甲方确认的检验标准，对货物进行质量检验。乙方应发送经检验合格的货物，每批交货时均须附带出货检验报告，其检验内容必须是能保障其材料在甲方产品使用中的性能、功能、适用性、外观性等符合甲方的要求，交货后有任何因材料、零部件发生的品质问题均由乙方负责。

7.1 Party B shall conduct quality inspection of outgoing goods according to the inspection standards set by Party A. Party B shall deliver only goods that have passed inspection. Each batch of delivered goods shall be accompanied by an inspection certification, which ensures their proper performance, functions, applicability, and appearance in Party A's products. Party B shall be responsible for any quality issues arising from the raw materials and parts it has delivered.

7.2 乙方初次交货时要提供可靠性试验报告，以后每年至少提供一次。

7.3 对于塑胶原料、化学有机溶剂等需要提供化学成份分析表、安全使用说明书。

7.4 包装箱、外包装必须标注产品合格证、产品名称、型号规格、出货日期、批号、数量、公司名称等信息。

7.2 Party B shall provide a reliability test report at first delivery and at least once a year thereafter.

7.3 Party B shall provide chemical composition tables and safety instructions as for plastic raw materials, chemical organic solvents, etc.

7.4 The packaging box or outer packaging shall be marked with the product certificate, product name, model and specifications, shipping date, batch number, quantity, company name, etc.

7.5 乙方经甲方认定批量供货的产品,不得随意更改设计、工艺、主要技术参数和产品尺寸等。若需要更改时,必须先通知甲方,并提供相应的乙方本厂或第三方机构的检验报告和样品等 PPAP 资料交甲方确认,经甲方认定合格批准后,方可进行供货,否则造成的一切损失由乙方承担。

7.5 Party B shall not arbitrarily change the design, processes, main technical parameters, or dimensions of the products approved by and delivered to Party A in a large scale. If the change is necessary, Party B shall first notify Party A, and provide the corresponding PPAP elements such as samples and inspection reports produced by itself or by a third party. Only after these are approved by Party A shall Party B remain as a qualified supplier, otherwise Party B shall bear full responsibility for all losses thus incurred.

## 8. 赔偿的具体要求和办法

### 8. Compensation requirements and methods

8.1 乙方原材料、零部件入厂后发生品质异常,乙方不能及时处理而委托甲方全检、返工,所产生的返工或筛选的全部费用由乙方承担(包括工时费、水电费、场地费、管理费等),且筛选的不合格品全部退回乙方,并由乙方及时无偿补足相应数量的合格产品。工时费=处理工时×50元/(人\*小时),水电费、场地费根据甲方实际费用标准进行核算,管理费每次按供货总额的20%-30%计算。

8.1 If the raw materials and parts from Party B are found to have quality issues after delivery to Party A, and Party B cannot handle the issues in time and thus commissions Party A to conduct full inspection and rework, the full expenses of rework or screening inspection (including the labor cost, water and electricity cost, rent expense, and management cost) will be borne by Party B. All the nonconforming products found will be returned to Party B, which shall deliver the same quantity of conforming products in time at no extra cost. Labor cost = service time × 50 yuan/(person\*hour), water and electricity cost and rent expenses are calculated according to Party A's actual cost standards, and the management cost equals to 20%-30% of the value of the total supply.

## 8.2 乙方不合格品的让步接收

### 8.2 Acceptance of Party B's nonconforming products under concession

8.2.1 如乙方的产品在甲方进料检验时判定为不合格,且被评审确认为可让步接收的,乙方必须填写物料评审《特采申请单》,同时甲方有权向乙方提出对此批产品降价接收,但因此导致甲方产品发生任何质量问题的,不能免除乙方因此应承担的产品质量责任。

8.2.1 If Party B's products are found to be nonconforming during the incoming inspection by Party A, and deemed to be acceptable under concession, Party B shall fill in the "Special application form", and Party A shall have the right to accept this batch of products at reduced prices. This shall not exempt Party B from its product quality responsibility in the case of a related quality issue of Party A's products.

8.2.2 降价接收的标准为，第一次发生让步接收的产品单价下降 10%，让步总金额不满 500 元时按 500 元计算；第二次发生让步接收的产品单价下降 20%，让步总金额不满 1000 元时按 1000 元计算，以此类推。

8.2.2 The standard for acceptance at reduced prices: a 10 % reduction in the unit price of product batch requiring acceptance under concession for the first time, and a 500 yuan reduction for any reduced amount less than 500 yuan; a 20 % reduction in the unit price of product batch requiring acceptance under concession for the second time, and a 1,000 yuan reduction for any reduced amount less than 1,000 yuan; and so forth.

8.3 甲方向乙方发出质量异常反馈单，乙方应在三天内进行回复，如有延迟按 500 元/天承担违约责任，若甲方要求退货，乙方未按时回复的，视为乙方完全接受退货。

8.3 Party B shall reply within three days after receiving a quality issue report from Party A, and any delayed response shall carry a fine of 500 yuan/day. If Party A requests a return but Party B fails to reply in time, Party B shall be deemed to have agreed to the return request fully.

8.4 乙方原材料入厂后连续 3 次以上（含 3 次）在甲方发生品质问题，甲方有权要求乙方承担违约责任，违约金数额为 5000 至 10000 元。

8.4 Party A shall have the right to request Party B to pay a fine of 5,000 yuan to 10,000 yuan if the raw materials from Party B cause quality issues in the plant of Party A for more than three consecutive times (inclusive).

8.5 乙方原材料入厂后在甲方生产线发生品质异常造成停线、返工、返修时，乙方需对甲方的停线、返工、返修所造成的损失（含所有材料损失费用）进行赔偿。赔偿费用=停线时间（小时）×5000 元/小时+返工工时×30 元/（人\*小时）+材料损失费用。

8.5 If the raw materials from Party B cause quality issues in the plant of Party A, leading to production suspension, rework, and repair, Party B shall compensate Party A for all related losses (including material losses). Compensation = production suspension time (hours) × 5,000 yuan/hour + rework time × 30 yuan/(person\*hour) + material losses.

8.6 乙方原材料、零部件因质量问题造成甲方的产品在用户使用过程中发生品质异常，或在用户使用时出现危及人身、财产安全、丧失使用价值的情形造成甲方被索赔，乙方应承担所有被索赔费用。

6 If Party A's sold products are found to have quality defects or endanger the personal and property safety of end users or lose use value due to defective raw materials and parts from Party B, for which end users demand compensation from Party A, Party B shall bear full responsibility and pay the compensation in full.

8.7 由于乙方供货或产品质量原因，影响甲方总成供货或造成主机厂停线，导致其向甲方索赔的，乙方应承担全部责任，赔偿标准以主机厂相关规定为准。

8.7 If Party B's product supply or quality issues affect Party A's supply or cause the vehicle manufacturer to suspend production and to claim compensation from Party A, Party B shall bear full responsibility and compensate according to the requirements of the vehicle manufacturer.

~~8.8 在乙方发生质量异常时，甲方将按附件一《供应商质量考核实施标准》进行处罚。~~

~~8.8 If Party B causes a quality issue, it shall be punished by Party A according to Annex I "Supplier quality assessment standard".~~

9. 本协议所约定的索赔及处罚发生时，甲方有权将货款暂停支付，并将索赔清单及计算依据提交乙方，若乙方在收到索赔清单之日起 7 日内无书面异议，甲方有权将索赔款从乙方货款中扣除。

9. When the compensation and punishments specified in this agreement occur, Party A shall have the right to suspend goods payment and will send a claim list and calculation bases to Party B. If Party B raises no written objections within 7 days from the date of receipt of the claim list, Party A shall obtain the right to deduct compensation from the goods payment to Party B.

10. 基于乙方月度评价情况，甲方采购管理部对乙方作出年度综合评价，对于全年质量稳定、售后配合良好的乙方，甲方将于年底给予表彰，在新产品开发上享有优先供货权。

10. Party A's Purchasing Department will make an annual comprehensive evaluation of Party B based on monthly evaluations. Party B with stable product quality and good after-sales services throughout the year will be awarded at the end of the year and regarded as a preferred supplier for future new products.

11. 协议变更：对本协议任何内容的变更或增加，均需由甲乙双方协商一致签订补充协议。

11. Changes to the agreement: Any changes or additions to this agreement shall be coordinated between Party A and Party B, and a supplemental agreement shall thus be signed by both parties.

12. 生效时间：本协议自双方签字盖章之日起生效，传真签署同样有效。本协议文本、“附件一”及“附件二”，一经签订，长期有效，除非其中的内容有更新。本协议“附件三”每年签署一次，有效期为 1 年。

12. Effective date: This agreement takes effect from the date of signature and seal by both parties, and the fax signature is also valid. The text of this agreement, "Annex I", and "Annex II" will remain valid unless its content is changed. "Annex III" of this agreement is signed once a year, valid for one year.

13. 争议处理：乙方对甲方的处理有异议时，应在 7 个工作日内以书面形式向甲方提出，逾期视为认可甲方的处理意见，有异议情况下，由双方协商解决或提交甲方所在地法院诉讼解决。

13. Dispute resolution: If Party B has any objection to Party A's resolution plan, it shall notify Party A in writing within 7 working days. If it is overdue, Party B shall be deemed to have agreed to Party A's resolution plan. Any dispute shall be settled by the two parties through negotiation, or resolved by a court in the place where Party A is located.

14. 本协议一式二份，甲乙双方各保留一份。  
14. This agreement is made in two copies of equal legal force, one for each party.

甲方：北京光华荣昌汽车部件有限公司  
成都光华智能汽车部件有限公司

乙方：阿诺德紧固件（沈阳）有限公司

Party A: Beijing Goldrare Automobile  
Parts Co.,Ltd.  
Chengdu Guanghua Intelligent  
Auto Parts Co., Ltd

Party B: Arnold Fasteners(Shenyang)Co.,Ltd.

地 址：北京市昌平区科技园区中兴路 10 号  
四川省成都市龙泉驿区合志西路 77 号

地 址：中国沈阳市大东区建设路 119-2 号

Place: No.10 Zhongxing Road, Science and  
-Technology Park, Changping, Beijing  
No. 77 He Zhi Xi Road, Long Quan Yi,  
Chengdu, Sichuan

Place: No.119-2 Jianshen Road, Dadong,  
Shenyang, Liaoning

代 表：  
Representative:

代 表：  
Representative:



代 表：  
Representative:

代 表：  
Representative:

A handwritten signature in black ink, appearing to be "ser. lebe".

日 期：  
Date

日 期：  
Date

附件一

供应商质量考核实施标准

Annex I Supplier quality assessment standard

序号 SN	考核项目 Item	采购质量激励类型 Description of quality issue	考核标准 Assessment standard
1	实物质量 Product quality		
1.1	重大质量问题 Very serious quality issue	因乙方零部件质量问题造成汽车在市场出现重大安全事故,座椅或后视镜被批量召回。 Batches of seats or mirrors are recalled as vehicles using defective parts from Party B cause major safety accidents.	1. 经评审后可取消供货资格 2. 可以同时考核 1 万元至 50 万元 3. 直接经济损失由乙方承担 1. Cancellation of supplier qualification after evaluation; 2. A fine of 10,000 yuan to 500,000 yuan; 3. Direct economic losses to be borne by Party B.
1.2		因乙方零部件质量问题造成主机厂停线,4S 店、主机厂各环节整车排查。 A vehicle manufacturer has to suspend production and identify faulty products throughout all links together with 4S stores, due to defective parts from Party B.	1. 经评审后可停止供货 2. 可以同时考核 5 千元至 15 万元 3. 直接经济损失由乙方承担 1. Termination of supplier relationship after evaluation; 2. A fine of 5,000 yuan to 150,000 yuan; 3. Direct economic losses to be borne by Party B.
1.3	严重质量问题 Serious quality issue	乙方未严格管控导致零部件出现批量严重质量问题,主机厂投诉、甲方停线。 Party A has to suspend production following complaints from vehicle manufacturers, as Party B fails to implement strict quality control and delivers a large number of products with serious quality defects.	1. 经评审后可暂停装用 2. 可以同时考核 1 万元至 5 万元 3. 直接经济损失由乙方承担 1. Use of related parts to be stopped for a certain period after evaluation; 2. A fine of 10,000 yuan to 50,000 yuan; 3. Direct economic losses to be borne by Party B.
1.4		乙方零部件质量问题导致甲方甩件生产,或成品批量更换、返修。 Party A has to skip production of certain parts, or replace or repair finished products in a large scale, due to defective parts from Party B.	
1.5		乙方零部件质量问题,乙方已发现但未及时报告甲方,导致批量排查、返修,或停线。 Party B fails to report to Party A quality issues already found in its parts, leading to large scale investigation, rework, or production suspension.	

1.6	一般质量问题 Moderate-quality issue	乙方零部件质量问题造成甲方生产、物流抱怨,严重影响甲方正常生产秩序。 Defective parts from Party B cause complaints among Party A's production and logistics personnel, seriously affecting Party A's normal manufacturing process.	1、经评审后可暂停装用 2、可以同时考核3仟元至1万元 3、直接经济损失由乙方承担 1. Use of related parts to be stopped for a certain period after evaluation; 2. A fine of 3,000 yuan to 10,000 yuan; 3. Direct economic losses to be borne by Party B.
1.7	市场三包 Warranty services	因乙方零部件问题造成的市场三包,更换零部件及产品总成。 Warranty services caused by defective parts from Party B, including replacement of parts and entire products.	1、索赔、换件所产生的经济损失由乙方承担 2、维修费(含材料费、工时费、运费、差旅费等)由乙方承担 3、长期不整改,可经济考核5仟元至2万元 1. Economic losses arising from compensation and replacement to be borne by Party B; 2. Repair costs (including material cost, labor cost, transportation charges, and travel expenses) to be borne by Party B; 3. A fine of 5,000 yuan to 20,000 yuan if Party B fails to take corrective action in time.
1.8	质量改进 Quality improvement	质量整改24小时内采取临时措施,3日内制定永久措施,不能按期完成整改。 Party B takes temporary corrective measures within 24 hours, and formulates permanent measures within 3 days, but fails to complete correction on schedule.	1、可以暂停装用或停止供货 2、可以同时考核3仟元至10万元 1. Use of related parts to be stopped for a certain period, or termination of supply; 2. A fine of 3,000 yuan to 100,000 yuan.
1.9		同类问题整改验收后半年内重复发生。 Similar issues recur within half a year after correction and acceptance.	1、可以停止供货 2、可以同时考核5仟元至10万元 1. Termination of supplier relationship; 2. A fine of 5,000 yuan to 100,000 yuan.
1.10	响应速度 Response speed	零部件出现质量问题,要求到甲方现场确认,而没有及时到现场。 Party B fails to send service personnel to the plant of Party A in time after receiving Party A's request for on-site identification of defective parts from Party B.	1、可以考核3仟元至1万元 2、态度恶劣的可暂停供货 1. A fine of 3,000 yuan to 10,000 yuan; 2. Suspension of supplier relationship if Party B is repeatedly uncooperative.
1.11		供应商现场服务不配合质量问题处理,不良品返修、周转不及时。 Party B's service personnel fail to cooperate well in the handling of quality issues, rework of nonconforming products, and turnover issues.	
1.12		甲方邀请参加的质量会议、专题汇报会议,供应商未按时参加。 Party B fails to participate in the quality meetings and ad-hoc meetings organized by	

		Party A on time as invited.	
1.13	4M 变更 4M change	<p>供应商未经甲方许可，私自更改零部件设计、材料、结构、生产工艺、生产场地或二级配套商，造成甲方生产或主机厂整车严重后果。</p> <p>Without the consent of Party A, the supplier arbitrarily changes the parts design, materials, structure, production process, production site, or sub-supplier, causing serious consequences for Party A's manufacturing process or assembled vehicles at the manufacturer.</p>	<p>1、关键件考核 20 万/次 2、一般件或原辅料考核 5 万/次 3、直接和间接经济损失由供应商承担</p> <p>1. A fine of 200,000 yuan per violation for key parts; 2. A fine of 50,000 yuan per violation for general parts or raw and auxiliary materials; 3. Direct and indirect economic losses to be borne by the supplier.</p>
1.14	定期试验 Regular testing	<p>试验未按要求进行，试验结果不合格，未按要求提供试验报告，未按要求提供试验样品。</p> <p>Failure to carry out tests as required; nonconforming test results; failure to provide test reports or samples as required</p>	<p>1、关键件考核 3 万/次 2、一般件考核 2 万/次 3、其它件考核 1 万/次</p> <p>1. A fine of 30,000 yuan per violation for key parts; 2. A fine of 20,000 yuan per violation for general parts; 3. A fine of 10,000 yuan per violation for other parts.</p>
1.15	PPM	<p>供应商 PPM 值目标见附件三，PPM 值超标，且改善不积极。</p> <p>Failure to meet the supplier PPM targets specified in Annex III, or to take active corrective measures</p>	<p>1、超标 ≤10%，不考核 2、10% &lt; 超标 ≤50% 考核 500 元 3、50% &lt; 超标 ≤100% 考核 1 仟元 4、100% &lt; 超标 ≤200% 考核 3 仟元 5、超标 &gt;200% 考核 5 仟元</p> <p>1. Amount exceeding limits ≤10%, carrying no punishments; 2. 10% &lt; amount exceeding limits ≤ 50%, carrying a fine of 500 yuan; 3. 50% &lt; amount exceeding limits ≤ 100%, carrying a fine of 1,000 yuan; 4. 100% &lt; amount exceeding limits ≤ 200%, carrying a fine of 3,000 yuan; 5. Amount exceeding limits &gt; 200%, carrying a fine of 5,000 yuan.</p>
1.16		<p>因供应商零部件质量问题造成主机厂 PPM 值超标。</p> <p>The vehicle manufacturer exceeds PPM limits due to defective parts from the supplier.</p>	<p>被主机厂考核或让步接收费用均由乙方承担</p> <p>Fines imposed by the vehicle manufacturer or losses caused by acceptance under concession to be borne by Party B.</p>
2	质量体系 Quality system		

2.1	3C 管理  3C management	3C 件、环保法规件未按国家法规或荣昌要求施加 3C 标识或文实不符，影响整车上市销售。 Parts subject to 3C and environmental regulations fail to have proper 3C markings conforming to national or Goldrare requirements, or the marking does not match the actual product, affecting the sale of the complete vehicle.	1、考核 2 万元/次 2、直接经济损失由供应商承担 1. A fine of 20,000 yuan per violation; 2. Direct economic losses to be borne by the supplier.
2.2		3C 件、环保法规件认证文件到期未及时更新。 The certification documents of parts subject to 3C and environmental regulations fail to be updated before expiration.	1、考核 1 万元/次 2、直接经济损失由供应商承担 1. A fine of 10,000 yuan per violation; 2. Direct economic losses to be borne by the supplier.
2.3		PPAP 提交虚假报告，与现场严重不符。 Submission of false PPAP reports, greatly deviating from the actual situation.	1、考核 5 万元/次 2、取消新项目布点资格 1. A fine of 50,000 yuan per violation; 2. Disqualified for any new project.
2.4	PPAP 管理  PPAP management	PPAP 未按要求提交，影响批量生产。 Failure to submit PPAP documents as required, affecting mass production	1、考核 3 万元/次 2、直接经济损失由供应商承担 1. A fine of 30,000 yuan per violation; 2. Direct economic losses to be borne by the supplier.
2.5		PPAP 审核结果不合格，到期未整改或改善证据不足。 Failure to pass PPAP assessment; failure to take timely corrective action or provide adequate evidence of improvement	1、考核 1 万元/次 2、限期整改再验收仍不合格，取消新项目布点资格 1. A fine of 10,000 yuan per violation; 2. Disqualified for any new project if the supplier fails a second assessment within a required period.
2.6	体系质量审核 System and quality assessment	供应商体系、质量审核，现场与改善措施严重不符、弄虚作假。 Party B lies to Party A and fails to implement proposed measures for improving the supplier system and product quality.	1、考核 5 千元/次 2、限期整改再验收仍不合格，可停止供货 1. A fine of 5,000 yuan per violation; 2. Termination of supplier relationship if the supplier fails a second assessment within a required period.
2.7	质量体系认证 Quality management system certification	未按要求通过质量体系认证，或提供的体系证书不真实 Failure to obtain the quality system certification as required, or providing a false certification.	1、考核 5 千元/次 2、限期仍未通过质量体系认证的，取消供货资格 1. A fine of 5,000 yuan per violation; 2. The supplier shall be disqualified if it fails to obtain the quality system certification within a required period.

3	物流管理—Logistics management		
3.1	不良品管理 Nonconforming-product management	因供应商物流管理缺失,将荣昌退货的不合格品再次发货。 The supplier carelessly ships again the nonconforming products returned by Goldrare due to poor logistics management.	1、考核 1 万元/次 2、直接经济损失由供应商承担 1. A fine of 10,000 yuan per violation; 2. Direct economic losses to be borne by the supplier.
3.2	标识管理 Marking management	先入先出或标识管理混乱,影响荣昌正常生产秩序。 Disorderly management of first-in, first-out or markings, affecting Goldrare's normal manufacturing process	1、考核 5 仟元/次 2、直接经济损失由供应商承担 1. A fine of 5,000 yuan per violation; 2. Direct economic losses to be borne by the supplier.
3.3	包装管理 Packaging management	随意更换包装形式,物流过程中包装破损,影响产品正常使用 Arbitrary change of packaging, or packaging damage during transportation, affecting normal use of products	1、来料拒检,直接退货 2、造成的停线损失由供应商承担 1. Rejected directly without incoming inspection; 2. Losses brought by subsequent production suspension to be borne by the supplier.
4	售后服务—After-sales services		
4.1	配合态度 Cooperativeness	供应商多次在沟通、响应、合作方面配合消极,态度恶劣。 Repeatedly uncooperative in communication and other aspects, showing a bad attitude	1、考核 1 仟元 2、影响严重时可停止供货 1. A fine of 1,000 yuan; 2. Termination of supplier relationship in the case of serious adverse impact.
4.2	现场服务 Field service	供应商产品质量不稳定,且不按荣昌要求派驻现场服务。 The supplier provides products with unstable quality, and fails to offer on-site support at the request of Goldrare.	1、考核 3 仟元 2、影响荣昌正常生产时可停止供货 1. A fine of 3,000 yuan; 2. Termination of supplier relationship if Goldrare's normal manufacturing process is affected.

附件二

零部件重要度分类

Annex II Classification of parts

1、座椅零部件分类

1. Classification of seat parts

序号 SN	重要度分类 Classification	分类标准 Classification criteria	座椅零部件 Seat parts
1	关键件 Key parts	失效后会发生安全事故，丧失产品主要功能，严重影响产品使用寿命，产生违反法规的污染，引起用户强烈抱怨。 Failure of these parts will cause safety accidents, loss of main product functions, greatly reduced service life, pollution violating environmental regulations, and serious complaints from users.	注塑料、发泡料、骨架总成、调角器总成、折叠器总成、头枕总成、滑轨总成、安全带、安全气囊、头枕导套、头枕支管、拉线、靠背锁、地锁等 Injection molded plastic, foam, seat frame assembly, recliner assembly, folding mechanism assembly, headrest assembly, slide rail assembly, safety belt, airbag, headrest guide sleeve, headrest rod, control cable, backrest lock, ground lock, etc.
2	重要件 Major parts	失效后会影响到产品使用性能和寿命，可能引起用户抱怨。 Failure of these parts will affect product performance and service life, and may cause user complaints.	面套、焊接钢丝、发泡钢丝、注塑件（手柄、罩壳等）、冲压件（支架、加强板、弯管等）、网簧、标准件等 Trim cover, welding steel wire, foam steel wire, injection molded part (handle, cover, etc.), stamped part (bracket, reinforcing plate, elbow, etc.), spring, standard part, etc.
3	一般件 General parts	失效后仅对产品的外观产生影响。 Failure of these parts will only affect product appearance	包装箱、防尘袋、无纺布等 Packing box, dust bag, non-woven fabric, etc.

2、灯镜零部件分类

2. Classification of mirror parts

序号 SN	重要度分类 Classification	分类标准 Classification criteria	灯镜零部件 Mirror parts
1	关键件 Key parts	失效后会发生安全事故, 丧失产品主要功能, 严重影响产品使用寿命, 产生违反法规的污染, 引起用户强烈抱怨。  Failure of these parts will cause safety accidents, loss of main product functions, greatly reduced service life, pollution violating environmental regulations, and serious complaints from users.	注塑料、镜臂骨架、转轴、调节机构、镜片、弹簧、线束、双面胶、加热片等  Injection molded plastic, mirror arm frame, shaft, adjustment mechanism, glass, spring, wire harness, double-sided tape, heater, etc.
2	重要件 Major parts	失效后会影响产品使用性能和寿命, 可能引起用户抱怨。  Failure of these parts will affect product performance and service life, and may cause user complaints.	镜壳、镜托、镜杆、镜座、铰链、安装块、阻尼片、胶垫、标准件等  Mirror housing, mirror support, mirror rod, mirror mount, hinge, mounting element, damper, rubber pad, standard part, etc.
3	一般件 General parts	失效后仅对产品的外观产生影响。  Failure of these parts will only affect product appearance	包装箱、防尘袋、无纺布、标识等  Packing box, dust bag, non-woven fabric, marking, etc.

附件三

## 年零部件质量目标 (PPM)

Annex III Annual parts quality objective (PPM)

1、供应商供货零部件质量目标:

### 1. Quality objective for supplier parts

序号 SN	供货零部件类别 Category of supplier parts	质量目标 (PPM) Quality objective (PPM)
1		
2		
3		
...	...	...

注: 1) PPM 目标每月评价;  
2) 当月 PPM 值=当月乙方供货的某类零件的不良数和/当月乙方供货某类零件的来料数和;  
3) 不良数=外检不良数+制程不良数+0 公里不良数

Note: 1) PPM objectives are evaluated monthly;  
2) Monthly PPM = Number of nonconforming supplier parts of a certain category within the month divided by total number of supplier parts of that category within the month;  
3) Number of nonconforming parts = Number of nonconforming parts found during external inspection, manufacturing, and 0-km tests.

2、供应商质量体系认证

质量体系: , 证书号: ; 有效期:

### 2. Supplier quality system certification

Quality system: ; Certificate No.: ; Validity period:

附: 质量体系证书复印件

Attachment: A copy of the quality system certificate

甲方：北京光华荣昌汽车部件有限公司  
成都光华智能汽车部件有限公司

乙方：阿诺德紧固件（沈阳）有限公司

**Party A:** Beijing Goldrare Automobile Parts Co.,Ltd.  
Chengdu Guanghua Intelligent Auto Parts  
Co., Ltd

**Party B:** Arnold Fasteners(Shenyang)Co.,Ltd.

地址：北京市昌平区科技园区中兴路 10 号  
四川省成都市龙泉驿区合志西路 77 号

地址：中国沈阳市大东区建设路 119-2 号

**Place:** No.10 Zhongxing Road, Science and  
-Technology Park, Changping, Beijing  
No. 77 He Zhi Xi Road, Long Quan Yi, Chengdu,  
Sichuan

**Place:** No.119-2 Jianshen Road, Dadong,  
Shenyang, Liaoning

代表：  
**Representative:**

代表：  
**Representative:**

代表：  
**Representative:**

代表：  
**Representative:**

日期：  
**Date**

日期：  
**Date**

<b>To 至: Guanghua Rongchang</b>	<b>Date 日期: 2019.11.29</b>
<b>From 自: Laurent Thessot, Reiner Haberstock</b>	<b>Tel. 电话: 024-88790637</b>
<b>E-mail 电子邮件:</b>	
<b>Content 主题: Quality assurance agreement</b>	
<b>Total number of pages (including this one) 总页数 (含此页): 5</b>	

Arnold Fasteners (Shenyang) Co., Ltd.  
阿诺德紧固件 (沈阳) 有限公司  
No.119 Jianshe Road Shenyang-European  
Union Economic Development Zone  
Shenyang  
中国沈阳欧盟经济开发区建设路 119 号,  
邮政编码 110122  
Phone 电话: +86 24 / 8879 0600  
Fax 传真: +86 24 / 8879 0980  
网址: www.arnold-cn.com

Dear Sir,  
您好

Please find enclosed the Quality assurance agreement and our remarks:  
请查收附件中的质量保证协议书及我们的备注:

General remarks 1.)

Unless explicitly agreed or confirmed in writing by Arnold Fasteners (Shenyang) Co., Ltd., neither acceptance nor acknowledgement of any terms, conditions, liabilities and/or responsibilities etc. by Arnold Fasteners (Shenyang) Co., Ltd. shall be deemed.

除非经过阿诺德紧固件 (沈阳) 有限公司明确同意或书面确认, 否则不应视为阿诺德紧固件 (沈阳) 有限公司对任何条款, 条件, 责任和/或义务等的接受或认可。

1- Terms and Definitions

2- Scope 使用范围

This contract is applicable only for parts produced by Arnold Fasteners Shenyang. Parts traded should be validated separately.

本合同仅适用于阿诺德紧固件沈阳生产的零件, 贸易件不适用, 需要单独验证。

3- Quality requirements 质量要求

For the requested feedback on changes initiated by the customer, please see General Remarks 1.

对于客户发起的变更的要求反馈, 请参阅一般说明 1.)

Customer has to follow the Change Process according to IATF16949.

客户必须遵守 IATF16949 的变更流程。

Customer has to take into consideration, that changes will lead in certain situations to additional cost for obsolete parts, tools and raw material which cannot be used after the implementation of the change but was purchased for the customer based on existing and valid orders.

客户必须考虑到, 在某些情况下变更会导致旧的不能再使用的零件, 模具及原材料的报废, 且根据现有有效的订单购买新的模具及原材料, 由此产生的额外费用。

Only changes relating to the product drawing will be notified to customer.

只有与产品图纸有关的变更才会通知客户

New drawings have to be validated by AFS and a new quotation has to be done to be applicable.

新的图纸需要经过阿诺德的认证, 并且必须使用新的报价才能生效

Penalties are not accepted.

不接受处罚

\*1 : Customer Feedback is expected within 10 working days. After this time, AFS comments will be considered as accepted.  
希望客户 10 个工作日内进行回复, 若逾期未回复, 则认为客户接受阿诺德的备注。

#### 4- Quality Assurance 质量保证

Analyze can be carried on only after reception of NOK samples and accurate traceability. 只有在收到不合格样品和准确的追溯性之后才能进行分析。

Customer bears the burden of prove, that the delivered products are not according to agreed drawings, specifications and standards listed on the drawing or referenced in the customer specifications.

客户承担举证责任，即已交付产品不符合已商定的图纸，所列的规范和标准或引用的客户规范。

#### 5- Quality confirmation and records 质量确认及记录

Inspection reports are provided to customer only on special request to our quality dept. 仅当向质量部门提出特殊要求时，才会向客户提供终检报告

#### 6- Quality responsibility 质量责任

Cost management rules as following:费用管理规则如下:

- All cost must be approved by the top management of the Supplier. All scraps, reworks will be checked by Arnold Fasteners (Shenyang). 所有费用需由供应商高层批准，阿诺德紧固件沈阳将会核查所有报废和返工货物。
- All returns must be organized by Arnold Fasteners (Shenyang), no return will be accepted without our agreement. 必须由阿诺德紧固件沈阳组织所有退货，如果没有达成协议，阿诺德不接受任何退货。
- Claim will be not accepted if under the agreed PPM level (500ppm if not defined) 如果在商定的 PPM 水平下（若没有定义，则为 500PPM），将不接受索赔
- Analyze and correctives actions can be provided only after reception of NOK parts. 仅当在阿诺德接受不良品之后，才会提供分析和改善措施。
- Deduction from invoices without Arnold Fasteners (Shenyang) agreement may lead to immediate stop of delivery. 在没有得到阿诺德紧固件沈阳同意的情况下从发票中扣款会直接导致停供。
- There will only be liability and a warranty obligations of Arnold Fasteners if Customer has proven defects of the products delivered by Arnold Fasteners. Customer bears the burden of proof for such defects. 如果客户证明阿诺德提供的产品有缺陷，阿诺德紧固件仅仅有保修的责任和义务，客户需承担提供此类缺陷的证据的责任。
- Arnold Fasteners (Shenyang) will not be liable for any indirect or consequential losses or damages (e.g. loss of profit, reputational damage). Any liability of Arnold Fasteners (Shenyang) for such indirect and consequential damages is excluded. 阿诺德紧固件沈阳不对任何间接的损失（例如利润的损失，名誉的损害）承担责任。对于此类间接的损失，阿诺德紧固件的任何责任，是需要排除在外的。
- Arnold Fasteners (Shenyang) will only be liable if it is at fault (willful intent or negligence) and if Customer has proven that Arnold Fasteners (Shenyang) is at fault (i.e. Customer bear the burden of proof for Arnold Fasteners (Shenyang)' fault (Verschulden) 阿诺德紧固件沈阳仅当在有过错（故意、意图或疏忽）时才承担责任，并且客户已经证明阿诺德紧固件沈阳有过错（即客户承担阿诺德紧固件故障的证明责任）
- Liability is limited to 10 Mio. RMB per year for the same defect.
- 对于同一缺陷，责任仅限每年一千万人民币。
- Regarding characteristics which can affect safety: the customer has the full responsibility to clearly notice (on the drawing) which characteristics can affect safety of the user. Costs cannot be bear by AFS if this information has not been provided as defined before. 关于影

响安全的特性，客户有责任明确地通知（图纸上）哪些特性会影响用户的安全。如果没有按照之前的规定提供此信息，阿诺德则无法承担相应问题导致的费用。

- All evidences of sorting, scrap,...have to be kept in a detailed manner (Insurance requirement)
- 所有分选报废...的证据必须详细保存（保险要求）
- Only PRC laws and validated drawing are only applicable standard  
只有中国法律和生效的图纸才是适用的标准

#### 7- Delivery rules 交货需遵守的规则

Inspection certificates are provided only on special request to our quality dept.

仅当向质量部门提出特殊要求时，才会向客户提供终检报告

Liability of the supplier is limited according to the remarks for chapter 6.

供应商责任仅限于第六条所列。

Packing concept and labeling requirements have to negotiated separately. Label on the

outer packing will NOT contain the product certificate.

包装方案及标签要求必须分别商定。外包装的标签不标注产品合格证。

#### 8- Compensation requirements and methods 赔偿的具体要求和办法

Liability only for direct cost, liquidated damages and management cost will not be accepted.

Here also the remarks for Chapter 6 are applicable.

责任仅限于承担直接费用。违约金和管理费用不予承担。此处第六条所示仍适用。

##### 8.2.2

Not acceptable. Products can be used by the customer have to be paid with the normal price. Punishments are not accepted.

此条不予接受。客户可以使用的产品必须以正常价格付款。不接受罚款。

##### 8.3

Punishments are not accepted. For the last sentence of this clause please see the General Remarks 1.)

不接受罚款。此条款最后一句话，意见请参阅一般说明 1.)

##### 8.4

punishments are not accepted.

不接受罚款。

##### 8.6

see remarks for Chapter 6 --> Limitation of Liability

见第六条

##### 8.7

see remarks for Chapter 6 --> Limitation of Liability

见第六条

##### 8.8

This clause has to be deleted.

"Supplier quality assessment standard" will not be accepted as an integral part of the agreement.

Punishments in general are not accepted.

此条款需删除。“供应商质量评估标准”将不被接受作为此协议的一部分。不接受罚款。

9- No set off or deduction of claim cost from open invoices, acting in this way, will lead to a direct stop of delivery. In case customer is delaying the payments of invoices for indisputable deliveries, supplier will stop delivery with immediate effect.

不允许抵消或者从未结发票扣除索赔费用。如此方式操作，将会导致立即停止发货。如果客户延迟无争议发货的发票付款，供应商将会立即停止发货。

### 13- Dispute Resolution 争议解决

See also General Remarks 1.) 请参考一般说明 1.)

Arbitration by China International Economic and Trade Arbitration Commission

中国国际经济贸易仲裁委员会仲裁

1. If any dispute arises between the Parties out of or in relation to this contract, including any dispute regarding its existence, validity, interpretation, performance, breach or termination the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. 如果双方因本合同而产生或与本合同有关的任何争议，包括其存在、效力、解释、履行、违约或终止等方面的任何争议，双方应首先通过友好协商解决该等争议。

If the dispute has not been resolved by friendly consultations within sixty (60) days after either Party has given written notice to the other Party requesting the commencement of such consultations, then either Party may demand that the dispute shall be finally settled by arbitration conducted by the China International Economic and Trade Arbitration Commission situated in Beijing (CIETAC) in accordance with its Arbitration Rules in effect at the time of applying for arbitration. The arbitration shall be conducted by three (3) arbitrators appointed in accordance with the said Arbitration Rules and in accordance with the following directions: 如果在任何一方书面通知另一方要求开始进行友好协商后的六十(60)天内，争议仍未通过友好协商方式解决，那么任何一方均可要求由设在北京的中国国际经济贸易仲裁委员会(CIETAC)根据申请仲裁时该会现行有效的仲裁规则进行仲裁，最终解决争议。仲裁应由三(3)名按照上述仲裁规则并按照下列指示指定的仲裁员进行

a) The arbitration proceedings shall be conducted in English and the arbitration tribunal shall refer to the English version of the / this contract only;  
仲裁程序以英文进行，仲裁庭仅以本合同英文版为准

b) all arbitrators shall be fluent in English; 所有仲裁员都应具备流利的英语表达能力

c) also individuals not listed on CIETAC's Panel of Arbitrators may be appointed as arbitrator; 此外，未列入 CIETAC 仲裁员名册的个人可被指定为仲裁员

d) the arbitration proceedings shall be administered by CIETAC in Beijing and the seat of arbitration as well as the place of hearings and other procedural steps shall be Beijing;  
仲裁程序由设于北京的中国国际仲裁委员会监管，仲裁地点、开庭地点及其他程序应在北京执行

e) the arbitration tribunal shall refer to the English version of the Agreement only;  
仲裁庭应只参考本协议英文版

f) the costs of the arbitration and of the Parties shall be borne by the Parties in the percentage they respectively lose the case.  
双方应该按各自败诉的百分比分别承担仲裁费用和双方的费用。

2. The Parties hereby agree that any arbitration award rendered in accordance with the provisions of this Article shall be final and binding upon the Parties, and the Parties further agree

that such award may be enforced by any court having jurisdiction over any Party against which the award has been rendered or the assets of such Party wherever the same may be located.

当事双方特此同意，根据本条规定作出的任何仲裁裁决均为最终裁决，对当事双方具有约束力，双方还商定，该裁决可由任何法院强制执行，但前提是该法院对裁决所针对的任何一方或其财产具有管辖权，不论当事方或其财产位于何处。

3. In any arbitration proceeding, any legal proceeding to enforce any arbitration award and in any other legal proceeding between the Parties pursuant to or relating to this contract, each Party expressly waives the defense of sovereign immunity and any other defense based on the fact or allegation that it is an agency or instrumentality of a sovereign state or is otherwise entitled to immunity.

在任何仲裁程序、执行任何仲裁裁决的任何法律程序以及双方根据本合同或与本合同有关的任何其他法律程序中，各方都明确放弃对主权豁免的辩护和任何其他辩护，这些辩护基于他们是主权国家的机关或机构或以其他方式有权享有豁免的事实或陈述。

4. Upon and after the submission of any dispute to arbitration, the Parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under this contract, except insofar as the same may relate directly to the matters in dispute.

将任何争议提交仲裁之日及之后，双方应继续行使各自的剩余权利，履行本合同规定的剩余责任和义务，但与争议事项直接相关的除外。

Best Regards  
诚挚的祝福



Laurent Thessot

Reiner Haberstock

Head of Quality Department

General Manager

A handwritten signature in black ink, appearing to be 'L. Thessot', written over a horizontal line.

A handwritten signature in blue ink, appearing to be 'R. Haberstock', written over a horizontal line.