

CONTRACT CONDITIONS AND TERMS OF PAYMENT

Contract No.: MTBJ-103670

Applicant 申请方 (甲方) : Beijing Goldrare Automobile Parts Co., Ltd
北京光华荣昌汽车部件有限公司
Changping Area Industry Park, Changping District, Beijing
北京昌平区北流村镇工业园区

Contact 联系人 : Ms. Xing Huan 邢焕 女士
xinghuan@bjghrc.com T:18610117246
Herewith called as Party A

Recipient 受理方 (乙方) : TÜV Rheinland (China) Ltd.
莱茵检测认证服务(中国)有限公司
Unit707, AVIC Building, No.10B, Central Road East 3rd Ring Road, Chaoyang District Beijing
100022, P. R. China
北京市朝阳区东三环中路乙10号艾维克大厦707室

Contact 联系人 : Mr. Pan Peter 潘成炜 先生
Peter.Pan@tuv.com T: 010-6566 6660-232
Herewith called as Party B

Project 项目 : Component Type Approval 零部件型式认证
Product 产品 : 后视镜&转向灯
Type 型号 : B80C-L/R, 0A5206L/R-Z02
Manufacturer 制造商 : Beijing Goldrare Automobile Parts Co., Ltd
Standard(s) Applicable 依据标准 : See Annex 2

WHEREAS 鉴于

Party A intends to purchase and receive the services of Vehicle System Type Approval test ("Services") from Party B and Party B desires to provide to Party A the Services:

甲方期望自乙方购买并接受欧洲车辆型式认证测试服务, 乙方亦愿意向甲方提供该等服务。

NOW, THEREFORE, through friendly negotiations, the Parties mutually agree upon the terms and conditions of this Agreement as follow:

经友好协商, 双方兹此就本协议达成如下条款和条件:

1. Provision of Services 乙方提供的服务

Party A hereby engages Party B to carry out the Vehicle System Type Approval test, as defined in Annex 1 and 2, in order to get the certificate.

甲方在本协议项下委托乙方进行附录1和2中定义的欧洲车辆型式认证测试服务, 并最终获得认证证书。

The lead time to issue the E-mark Certificate is estimated to be 5 weeks around upon complete the testing and submission of complete product documentation by Party A as requested by Party B as necessary.

颁发证书所需的时间, 为自完成测试且甲方提供乙方要求提供的全部文件后的5周左右。

The estimated lead time does not include any time deviation as a result of re-testing or other reasons not attributable to Party B.

上述预计的项目完成时间不包括由于重复测试或其他非可归咎于乙方的原因所导致的迟延。

Before testing, Party A shall provide product samples and related information and documentation as required to Party B with respect to EU directives / ECE regulations and/or related homologation systems. Basic testing items are described in ANNEX 2.

在进行测试之前, 甲方应按乙方的要求, 根据欧盟指令/欧洲经济委员会法规和/或相关认证体系的条款要求, 向乙方提供测试样品及相关资料和信息。基本测试项目详见附录2。

Party B shall provide all test records or technical reports, as well as information of process to Party A as required, 乙方应按照甲方要求, 将测试记录或技术报告, 以及关于进度的信息提供给甲方。

CONTRACT CONDITIONS AND TERMS OF PAYMENT

Contract No.: MTBJ-103670

With the consent of Party A, testing or parts of the testing may be sub-contracted to the affiliated entities of Party B or qualified external laboratories.

经甲方同意，测试或部分测试可能分包给合作公司或者外部实验室。

Initial Assessment for the Netherlands Authority RDW or the Germany Authority KBA or the Latvia Authority SNCH may only be replaced with an ISO 9000 or following certificate, which includes the requested needs of the RDW or KBA or SNCH.

对于向发证机关RDW(荷兰交通部)或KBA(德国交通部)或SNCH(卢森堡交通部)提出的申请，只有包含有RDW或KBA或SNCH的专门要求的体系审核证书(如ISO 9000)，才可以取代首次评鉴。

Party A shall respect the general clauses of the ECE/EU. The approval authority is authorized to perform Conformity of Production checks.

甲方应当遵守欧洲经济委员会/欧盟的基本规定。发证机关有权对甲方产品进行生产一致性检查。

The project management plan should be proposed by Party A and implemented as agreed by both Party A and Party B.

项目管理方案由甲方提出，但需由双方协商达成一致方可执行。

2 Service Fee and Cost Reimbursement 服务费及费用报销

The total fee of all the Services described in Annex 1 and 2 will be RMB [18,000] ("Service Fee").

附录1和2中所述全部服务的费用总计为人民币 [18,000]

The Service Fee quoted by Party B in this Article 2 under this Agreement will be deemed as a price quotation and will be only valid for twenty days upon the delivery of this Agreement to Party A.

本协议本条中约定的服务费应视为乙方就该等服务所提出的报价，该等报价仅在自乙方向甲方提供本协议文本之日起20日内有效。

3 Payment terms 付款条件

The Service Fee shall be paid by Party A to Party B in two installments in according to the following schedule:

甲方应按照下列时间表分两期向乙方支付服务费。

- (a) 50% of the Project Service Fee (RMB [9,000]), shall be paid within 30 days since receiving 50% of the project value invoice from Party B, which is NON-REFUNDABLE after the commencement of the testing. 50%的项目服务费用(即人民币 [9,000])，应当在收到乙方开具的发票后30日内支付。该等费用在测试开始之后不可退还。
- (b) The remaining Service Fee shall be paid before the issue of the certificate, which will be charged according to the real tests occurred, and will be listed in the final payment advise sent to Party A. Party A shall be paid within 30 days since receiving the remaining project value invoice from Party B. 服务费的余额应当在证书颁发之前付清。余额按照项目实际发生收取，会以尾款通知单形式发给甲方确认。甲方在收到乙方开具的尾款发票后30日内完成付款。

Party B will not commence the testing until receiving the payment of the first installment and shall not be liable for the delay in the delivery of the Services caused by non-payment or delayed payment of Party A.

乙方在收到甲方支付的第一笔服务费后方开始测试。因甲方延迟付款或不付款所造成的服务迟延，乙方不承担任何责任。

If Party A fails to make any payment, party B has the right to cancel at any time the certificate through the relevant approval authority (such as KBA, RDW, SNCH).

如果甲方未支付服务费，则乙方在任何时候都可以通过发证的权威部门(如德国联邦交通部，荷兰交通部，卢森堡交通部等)取消证书。

For each payment to be made, Party B shall send a written notice in advance to Party B.

每支付服务费之前，甲方应书面通知乙方。

CONTRACT CONDITIONS AND TERMS OF PAYMENT

Contract No.: MTBJ-103670

All the payments should be remitted properly into the bank account of Party B specified below.
所有的款项应汇入乙方如下的银行帐户:

收款人: Beneficiary:	莱茵检测认证服务(中国)有限公司 TÜV Rheinland (China) Ltd.
帐号: Account No.:	110906154010802 110906154010802
汇入银行: Beneficiary Bank:	招商银行北京建国路支行 China Merchants Bank Beijing Jianguolu Sub-Branch
地址: Address:	北京市朝阳区建国路116号 No.116, Jian Guo Lu, Chaoyang District, Beijing 100022

4 Re-testing 重复测试

If the test results show that the related requirements are not met, re-test is necessary for the item(s) concerned. The re-test fee for re-test item(s) will be charged additionally according to Annex 2 price list, excluding the lab-related fee for re-testing. The re-test fee does not include fees for document checking and testing reports.
如果测试结果表明相关的要求没有得到满足, 涉及到的项目必须重测, 重测费用将依据附录2所列的单价另计, 不包括重复测试产生的外部实验室费用。但重测费用不包括文件审核和测试报告的费用。

5 Modification of application 修改申请

The application form for certificate can be changed without extra charge before the test report is issued or before the application form is submitted to the approval authority.
在测试报告出具之前或者向有关发证机关提交申请表之前, 可以对申请表免费做出修改。

After the test report is issued or the application form is submitted to the approval authority, any modification to the application form of the certificate requested by Party A will be charged additionally.
如果测试报告已经出具或者已经向有关发证机关提交了申请表, 如甲方要求对申请表作出修改, 将会加收额外的费用。

6 Statements and Representations of Party A 甲方的陈述与保证

Party A represents and undertakes that any and all data, documents, information, samples or products provided to Party B under this Agreement is free from any right defect and will not infringe any third party's intellectual property rights.
甲方陈述并保证: 其在本协议下提供给乙方的任何资料、文件、数据、信息、样品或产品, 不存在任何权利瑕疵, 不侵犯任何第三方的知识产权。

In the event that, for the purpose of providing the Services under this Agreement, Party B is required to use the equipment, hardware, software and other articles provided by Party A, Party A hereby represents and undertakes that, in respect of such equipment, hardware, software and articles:
如果依照本协议提供服务要求乙方人员使用甲方所提供的设备、硬件、软件和其它物品, 甲方在此声明并保证, 就其向乙方提供使用的设备、硬件、软件和其它物品:

- (a) it has the necessary authorization, license, permission or other credential documentation and the use of such equipment, hardware, software and articles by Party B will not infringe the rights and interests of any third party;
- (a) 其拥有必要的授权、许可、证明或其他文件, 且在本协议实施过程中, 乙方使用该等设备、硬件、软件和物品不会侵犯任何第三方的权益。
- (b) during the performance of this Agreement, Party A has the right or authorization to disclose the information relating to such equipment, hardware, software and articles to Party B and to authorize the use of the same by Party B; and
- (b) 在本协议实施过程中, 甲方有权向乙方披露有关该等设备、硬件、软件和物品的信息, 有权授权乙方使用该

等信息,

- (c) the use of such information by Party B and its personnel under the authorization of Party A in accordance with this Agreement will not be in violation of the laws and regulations.
- (c) 乙方及乙方人员根据本协议在甲方授权范围内使用上述信息, 不会违反适用法律法规。

Party A hereby guarantees that all work premises or property provided to Party B are safe and free of any defect and will not in any form cause any losses or damages to Party B and/or its personnel, agents or subcontractors. In the case that any losses or damages are so caused by Party A or its employees or personnel to Party B and/or its personnel, agents or subcontractors, Party A shall be liable to fully compensate to Party B and/or its personnel, agents or subcontractors (including reasonable attorney fees and other expenses and fees).

甲方保证其为乙方员工提供的工作场地和供乙方员工使用的财产是安全的, 不会给乙方及其员工、代理或分包商造成任何形式的损失或伤害。如因此给乙方或其员工、代理或分包商造成任何损失、伤害的, 则甲方须承担赔偿责任(包括合理的律师费用及其他费用)。

7 Conformity Declaration of Party B 乙方的声明

Party A hereby make the following conformity statement that, for the tests to be performed under this Agreement, the test laboratory, TÜV Kraftfahrt GmbH, is acknowledged by the accreditation body of the Kraftfahrt-Bundesamt, Federal Republic of Germany, under the DAR-Register-Number: KBA-P 00010-96. The register number of RDW is: RDW-CEB-02. Designation approval No. of SNCH is: SNCH-TDNA-01.

关于上述测试项目, 测试机构TÜV Kraftfahrt GmbH已获得德国授权机构Kraftfahrt-Bundesamt的正式授权, 授权编号为KBA-P 00010-96。荷兰授权机构RDW的正式授权编号为RDW-CEB-02。卢森堡授权机构SNCH的正式授权编号为SNCH-TDNA-01。

8 Confidentiality 保密

Party B undertakes to treat as confidential all and any information of Party A which come to its knowledge during the performance of this Agreement.

乙方保证对在履行本协议中所获悉的甲方的全部及任何信息保密。

The dissemination of information to third parties and / or government authority which may be necessary for the performance of this Agreement will not be restricted by that. Party B shall be entitled, for the purpose of verification of correctness of the findings Party B has achieved, to put on file copies of all the documents, drawings, plans, data, etc. which were made available to Party B as files or in any other form for the performance of this Agreement.

为了履行本协议而必须将信息传布给第三方或相关政府机构的, 将不在此限制。为对乙方的评估发现之正确性进行验证, 乙方有权将所有作为数据档案或文件或以其它任何方式供乙方使用的与乙方执行工作有关的文件、绘图、计划、数据等的备份文件存档。

9 责任限制

Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for loss of revenues or profits, loss of goodwill or any indirect, incidental, or consequential damages in connection with the performance or non-performance of this Agreement.

不论本协议中有任何其他规定, 任何一方均不向另一方就与履行或不履行本协议有关的营业收入或利润损失、商誉损失或其他间接的、偶然的或随附的损失承担责任。

The aggregate liability of Party B under or in connection with this Agreement shall not exceed the Total Service Fees stipulated in this Agreement.

乙方在本协议下承担的全部责任不得超过本协议约定的服务费用总额。

10 Force Majeure 不可抗力

If the performance of this Agreement by one Party is delayed or becomes impossible due to war, natural disasters (such as serious storms, flooding, fires, avalanches, earthquakes) and other unexpected and/or unavoidable events that are out of control by the said Party ("Force Majeure Event"), the said Party under the influence of the Force Majeure Event shall immediately notify the other Party of the same by fax or by other reasonable means, and within 14 (fourteen) days thereafter submit evidence to demonstrate the details of the

CONTRACT CONDITIONS AND TERMS OF PAYMENT

Contract No.: MTBJ-103670

Force Majeure Event and the extent of the contract performance that has been affected.

若任何一方因战争、自然灾害（如严重风暴、水灾、火灾、雪崩、地震）等超出其合理控制的不可预见和/或不可避免的事件（“不可抗力事件”）而无法履行或无法按时履行本协议，遇有该等事件的一方应立即以传真方式或其他可行的方式通知另一方影响履约的不可抗力事件，且最迟应在14（十四）日内另一方递交证明不可抗力事件发生的证明，证明不可抗力事件发生的细节及履约受影响的程度。

The Party affected by a Force Majeure event, to the extent of the influence of the Force Majeure Event, shall not be held liable for the delay in performance or non-performance of this Agreement. The time for the performance of the relevant part of this Agreement shall be extended by the duration of the Force Majeure Event. Notwithstanding this, the said Party shall still have the obligation to take all necessary measures to perform this Agreement to minimize the damages and losses to the other Party.

如果由于人力不可抗拒的原因致使任何一方无法履行或迟延履行本协议，该方可在受不可抗力影响的范围内免除不能履约或不能按时履约的责任。履约期限应相应延长。尽管如此，在上述情况下，受不可抗力影响的一方仍须采取必要措施尽快履行本协议，将迟延履行或不能履行给另一方造成的损失降低到最低限度。

When the Force Majeure Event subsides, the Party which has been affected by the event shall immediately notify the other Party of the same by fax or by other reasonable means.

当不可抗力事件结束后，受不可抗力事件影响的一方应立即以传真或其他可行的方式通知另一方。

Where the Force Majeure event lasts for more than one month, any Party has the right to immediately terminate this Agreement by sending a written notice to the other party.

如不可抗力事件持续超过一个月，任何一方均有权向另一方发出书面通知而立即终止本协议。

**11 General Terms and Conditions of Business of TÜV Rheinland in the Greater China
莱茵TÜV集团大中华区一般商业条款和条件**

“General Terms and Conditions of Business of TÜV Rheinland Companies in the Greater China Region” (See Annex 3) shall be an integral part of this Agreement and shall be binding on both Parties.

《莱茵TÜV集团大中华区一般商业条款和条件》（见附录2）为本协议的重要组成部分，对双方均具有约束力。

In the case of any discrepancy between the other terms and conditions of this Agreement and “General Terms and Conditions of Business of TÜV Rheinland in the Greater China”, this Agreement shall prevail.

如本协议中的其他条款和条件与《莱茵TÜV集团大中华区一般商业条款和条件》有冲突之处，以本协议中的其他条款和条件为准。

By signing this Agreement, Party A hereby confirms that it has read and understood the content of “General Terms and Conditions of Business of TÜV Rheinland in the Greater China” and will be bound by the terms and conditions thereof.

一经签订本协议，即视为甲方已经阅读并理解《莱茵TÜV集团大中华区一般商业条款和条件》的内容，并同意受其各项条款和条件的约束。

12 Solution for disputes 争议的解决

The Parties hereby agree that this Agreement shall be governed by the laws of the People’s Republic of China.

双方同意本协议受中华人民共和国法律管辖。

Any dispute in connection with this Agreement or the execution thereof shall be settled friendly through negotiations. In the case that no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in Beijing and the decision of CIETAC shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.

任何与本协议或其执行有关的任何争议，双方应通过友好协商解决，如自争议发生之日起两个月内协商不成或无法就延长协商期限达成一致，双方同意应将争议提交中国国际经济贸易仲裁委员会，按照其当时有效的仲裁规则进行仲裁。仲裁地点在北京中国国际经济贸易仲裁委员会做出的仲裁裁决是终局的，对双方均具有约束力。仲裁费用由败诉方承担。

CONTRACT CONDITIONS AND TERMS OF PAYMENT

Contract No.: MTBJ-103670

13 Language 协议文本

This Contract is made in both Chinese and English. Wherever there is an inconsistency between the two languages, the Chinese version shall prevail.

本合同以中英文两种语言文本就，如果两者出现不一致，以中文为准。

14 Effect 效力

This Agreement shall take effective upon signing and stamping by both parties.
本协议经双方签字盖章后生效。

The Annexes to this Agreement shall be an integral part of this Agreement and bear same legal effect as this Agreement.

本协议的所有附件为该协议的重要组成部分，具有和本协议相同的法律效力。

Beijing Goldrare Automobile Parts Co., Ltd
北京光华荣昌汽车部件有限公司

TÜV Rheinland (China) Ltd.
莱茵检测认证服务(中国)有限公司

日期:
Date:

日期: 2020-3-10
Date:



CONTRACT CONDITIONS AND TERMS OF PAYMENT

Contract No.: MTBJ-103670

Annex 1 Price List

附录1 款项明细

SUBJECT 项目	PRICE 报价
Testing according to the listed regulation(s) / directive(s) in Annex 2 根据 Annex 2 列出的法规/指令进行测试	RMB¥ 18,000
Reporting according to the listed regulation(s) / directive(s) in Annex 2 根据 Annex 2 列出的法规/指令审核产品文件, 签发报告	
Authority approval fee RDW certificate 2 pcs 荷兰交通部 RDW 权威证书费用 2 张	
External Lab fee 外部实验室费	Included/已包含
Technical Meeting 技术会议	Free/免费
Travel Cost 差旅费	Included/已包含
Necessary shipment and logistic fee 必要的车辆运输费用	Excluded/未包含
VAT 6% 增值税 6%	Included/已包含
Sum 合计	RMB¥ 18,000

CONTRACT CONDITIONS AND TERMS OF PAYMENT

Contract No.: MTBJ-103670

Annex 2 Testing Items

附录2 测试项目

No. 序号	Subject 项目	Product Type 产品型号	Standard 依据标准	Witness Test and report Fee 目击测试和报 告费	Lab Fee 实验室费	Cert. Fee (E4) 证书费 (E4)	Comments 备注
1	向荷兰交通部 RDW 新申请证书	B80C-L/R	ECE-R46.04		12,000		外后视镜新申请
2	向荷兰交通部 RDW 新申请证书	0A5206L/R- Z02	ECE-R6.01		6,000		转向灯新申请
Sub 合计		RMB¥ 18,000					
备注： 企业获得 ISO9001 或 TS16949 体系证书并在有效期内。							

Annex3 General Terms and Conditions of Business of TÜV Rheinland in the Greater China

附录3 莱茵TÜV集团大中华区一般商业条款和条件



GTCB of TR



GTCB of TR

GC_Version for MGC_Version for M