

Document Number: 1005500090
Date: 01-Jul-2020
Supplier No.: 15348501

Mercedesstrasse 137 | 70327 STUTTGART | GERMANY

**BEIJING GOLDRARE AUTOMOBILE
PARTS CO., LTD.**

Shikun Wang
Industrial Zone Liucun Town
Changping District, Beijing
102200 BEIJING
CHINA

Your contact person:

Daniel Voß

☎ +4917630930094
✉ daniel.voss@daimler.com

Your technical contact person:

HOEPFL, MARKUS

☎ +49 711 17 58809
✉ MARKUS.HOEPFL@DAIMLER.COM

Shipping Address

GERMANY

Unloading point no.: 000

Consumption plant: Entwicklung LKW

We purchase and you (hereinafter „Partner“) supply the goods/services designated below. In case the following provisions incorporate Daimler AG conditions or other regulations into this Agreement, such conditions or other regulations apply to the relationship between Daimler Truck AG and Partner.

The "General Purchase conditions Production Material and Spare Parts for Motor Vehicles 10/2018" and the Mercedes-Benz Special Terms (MBST) Version 2020 of Daimler AG shall apply. All conditions are available at the Daimler supplier portal under: <https://supplier.daimler.com>."

Please use the enclosed purchase contract confirmation form or in case of transmission of the purchase contract via Internet the confirmation application in the Daimler Supplier portal. Claims to your deliveries / services can be asserted by our plants and Group companies as listed below.

Please use the enclosed order acceptance form or, in cases of transmission of the purchase order via the internet, the confirmation application in the Daimler supplier portal. The billing invoice must contain all information required under Section 14 (4) UStG (German VAT Act). Written references in the billing invoice to required disclosures in other documents will not be accepted by Daimler Truck AG.

In particular the invoice must show the VAT ID number or tax number, date of delivery or service, quantity, and type of the invoiced merchandise. The invoice must be sent as a single official copy to the plant receiving the delivery or service. In addition, it must contain the supplier number, bill of delivery number, number and date of order (or purchasing contract and delivery requisition), as well as the name of the requisitioning party, additional data of the order party (account allocation), as well as the receiving plant and loading point. The billing invoice can only relate to one bill of delivery. Standard bill of delivery receipts (DIN 4991) must be used for all deliveries.

In the case of direct deliveries from EU member states, the Daimler Truck AG VAT ID number (DE321281771) and the VAT number of the Partner must be specified on all invoices and credit notes. Should the deliveries be carried out directly to the spare parts warehouse in Hatten, France, Daimler Truck AG's French VAT ID number (FR27853250223) and the VAT number of the Partner are to be specified on all invoices and credit notes.

For the performance of the business relationship, it is necessary to save the business details of the Partner in Daimler's global purchasing system, to which all purchasers have access. The details are used solely for contractual purposes.

Purchase Order
Document Number: 1005500090
Date: 01-Jul-2020
Supplier No.: 15348501
Name: BEIJING GOLDRARE AUTOMOBILE PARTS CO., LTD.

Supplier Quotation Information

Quote ID	Quote Date	Line Item No.
ohne		1

Note to Supplier:

SDC Goldrare H6 Seats

Invoice address:

Daimler Truck AG
Werk 005 # HPC:NT05
Zentrale Rechnungsprüfung
70546 Stuttgart
Germany

1. To the extent a development contract has already been concluded between the contract partners in respect of the development work set out in this purchase order, in deviation of the above, the following shall apply:
For the development work to be delivered according to this purchase order the provisions of the development contract as attached shall apply (in particular development, cooperation and supply agreement or development and supply agreement). In case of inconsistencies the following order shall apply: (i) development agreement, (ii) this purchase order. To the extent that the development agreement does not include stipulations set out in this purchase order, the purchase order shall apply.

2. To the extent that the contract parties have not concluded a development contract regarding the development work stipulated in this purchase order, the following shall apply:

Supplier is obliged to develop the items specified below to series production readiness. The development work to be performed according to this purchase order including milestones is stipulated in the technical specifications as attached (in particular Komponentenlastenheft /Komponentenpflichtenheft). In deviation of the above, for the development work to be delivered the General Terms and Conditions for Development Work – non-exclusive (Version 10/2018) shall apply, which can be downloaded via the Daimler Supplier Portal at: <http://supplier.daimler.com>. In case of deviations between this purchase order and the General Terms and Conditions for Development Work this purchase order shall prevail.

In deviation of section 4.10 of the General Terms and Conditions for Development Work – non exclusive the rights of use stipulated therein shall not encompass the minority participation of Daimler AG mentioned therein but only the following entities: Beijing Foton Daimler Automotive Co., Ltd., Daimler-Kamaz Russia OOO.

All rights of Daimler to the development result that have arisen or will arise in connection with possible development work of Supplier under the above terms shall remain unaffected by all confidentiality agreements that may exist between the parties, and by the termination of this Agreement.

To the extent payment has been agreed according the progress of the development work/the attainment of milestones, the payment plan is stipulated in the attached payment schedule. In such case documentation of the development progress (partial performance) shall be attached to the partial invoice.

The remuneration for each milestone is deemed to be settlement of all work performed and all expenses and costs incurred by Supplier up to that milestone. If a payment is made by Daimler prior to acceptance or partial acceptance, this does not constitute acceptance or partial acceptance.

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3. The law of the Federal Republic of Germany shall apply exclusively, excluding conflict of laws provisions and excluding the United Nations Convention of April 11, 1980 on Contracts for the International Sale of Goods.

4. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is Stuttgart (Mitte), Germany. Each Party may however also be sued at its general place of jurisdiction.

Appendix:

H6 SEAT SDC OFEER 20200424

Total Net Value

434,384.00 EUR

Item 1

Description

SDC - 60092 - H6 Seats 1st payment

Quantity

1 lot

Price Per Unit

434,384.00 EUR / 1 lot

Total Net Price

434,384.00 EUR

QTR

1 lot/One time

Delivery Date

31-Jul-2020

FCA

Purchase Order
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Additional Information

Payment

ZG82

Daimler shall effect payment only upon receipt of a verifiable invoice.
 Payment will be due after delivery/provision of the service and after receipt of an invoice including a fully completed delivery note, or an appropriate proof of performance, respectively, by the responsible Daimler invoice verification department in accordance with the following Payment Schedule:

Applicable to all items unless a different description is given on item level.

- Invoices received between 1st and 5th calendar day of a month, will be due at the 1st day of the following month; if the invoice is received on the 1st calendar day of a month with 31 calendar days, then payment will be due on the 31st calendar day of this month;
- Invoices received between 6th and 10th calendar day of a month, will be due at the 5th day of the following month;
- Invoices received between 11th and 16th calendar day of a month, will be due at the 10th day of the following month;
- Invoices received between 17th and 20th calendar day of a month, will be due at the 16th day of the following month;
- Invoices received between 21th and 26th calendar day of a month, will be due at the 20th day of the following month;
- Invoices received between 27th and last calendar day of a month, will be due at the 26th day of the following month;

If the Supplier provides the delivery/service after the above mentioned period, in which the invoice was received, the due date for payment shall be postponed in accordance with the Payment Schedule above.

As appropriate proof of performance is considered:

- In case of tools, the green sample inspection report
- In case of delivery, the DIN-delivery note including the date of month of delivery
- In case of a contract for work and services, the acceptance. If Daimler declines formal acceptance, the written approval by Daimler of the order fulfillment is considered as appropriate proof.

If the credit memo procedure is agreed with the Supplier, Daimler shall issue the credit memo following delivery/provision of the service and upon submission of a fully completed delivery note, or an appropriate proof of performance, respectively.

Payment will be due in accordance with the Payment Schedule above whereas the calendar day of the receipt of the fully completed delivery note or of the appropriate proof of performance by the responsible Daimler invoice verification department will substitute the calendar day of the receipt of an invoice.

Daimler reserves the right to raise objections even after payment has been made or after issuance of the credit memo.

Transport

FCA

Named Place of Delivery

Applicable to all items unless a different description is given on item level.

Daimler Truck AG

Purchase Order Confirmation

Document Number: 1005500090
Date: 10-Jun-2020
Last Changed Date: 01-Jul-2020
Supplier No.: 15348501

BEIJING GOLDRARE AUTOMOBILE PARTS CO., LTD.
Industrial Zone Liucun Town | Changping District, Beijing | 102200 BEIJING | CHINA

Zentrale/CVD
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GERMANY

Your contact person:

Daniel Voß
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We deliver and you purchase according to order

Number: 1005500090
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Detailed delivery / performance of the item (s)

The prices / conditions agreed upon in the order apply to deliveries and services within the periods specified therein.

Place, Date, Signature of Supplier