

Beijing Foton Daimler Automotive Co., Ltd.
北京福田戴姆勒汽车有限公司

Phone 电话
+86 13601065759

Fax 传真
n. a

Buyer 采购员
Haifeng Cheng

Date 日期
10/19/2020

Supply Agreement H6 Part

H6 零件供应协议

Between
协议双方

Beijing Foton Daimler Automotive Co., Ltd.
北京福田戴姆勒汽车有限公司

No. 21 Hongluo Donglu, Huairou District, Beijing, China
中国北京市怀柔区红螺东路 21 号

- hereinafter referred to as "BFDA" -
- 以下简称“BFDA” -

and
与

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

Industrial Park of Liucun Town, Changping District, Beijing, China
中国北京昌平区流村镇工业园区

- hereinafter “Partner” or “Supplier” -
- 以下简称“合作伙伴”或“供应商” -

– BFDA and Partner hereinafter jointly “Contracting Parties” and individually “Contracting Party” –

–BFDA 及合作伙伴合称“协议双方”，单独称“协议一方” –

1 Subject Matter of the Agreement 本协议标的

1.1 This Supply Agreement (hereinafter “Agreement”) applies to the supply of parts, spare parts, components, and/or systems pursuant to **Annex 1** (hereinafter “Parts”) by Partner to BFDA.

本 H6 零件供应协议 (以下简称“本协议”) 适用于合作伙伴根据**附件 1** 向 BFDA 供应零件、备件、组件和/或系统 (以下简称“零件”)。

1.2 This Agreement also applies to the Parts if they have been technically modified and/or they have been given a new part number or item number or if the Contracting Parties have agreed new prices. In particular the Contracting Parties will update new part numbers or item numbers as well as updated prices in purchase contracts on an ongoing basis (as a rule: annually). If a purchase contract contains modified terms only with regard to certain Parts, the existing agreements will continue to apply in respect of the unmodified Parts unless otherwise agreed.

本协议也适用于已被技术修改和/或被指定新零件号或项目号的零件，或已被协议双方拟定约定新的价格的零件。具体而言，协议双方将持续在采购合同中的更新新零件号或项目号以及更新新的价格 (通常为：每年)。除非另行约定，如果采购合同中包含仅与某些零件相关的修改条款，则现有协议就未修改的零件的部分将继续适用。

1.3 This Agreement is based on the competitiveness of the Partner with regard to prices, quality, ability to innovate and security of supply.

本协议基于合作伙伴在价格、质量、创新能力和供应安全方面的竞争力。

2 Obligations of Partner 合作伙伴的义务

2.1 Partner is obliged to meet BFDA's requirements for the supply of Parts. The delivery obligation for series-production in respect of the Parts applies until the end of the term of the Agreement according to Article 8, unless a purchase contract has a longer term, in which case the term of the purchase contract applies.

合作伙伴有义务满足 BFDA 对零件供应的要求。根据第 8 条，本协议期限内，零件批量生产之交付义务始终有效。如采购合同具有更长的期限，则采购合同的期限适用。

- 2.2 Partner is not entitled to demand that BFDA buys a specific number of Parts. Quantities notified by BFDA are merely non-binding planned quantities. The binding quantities to be supplied by Partner and the delivery dates are specified in the individual call-off orders of BFDA.

合作伙伴无权要求 BFDA 购买特定数量的零件。BFDA 通知的数量仅为计划数量，并无约束力。合作伙伴所提供的具有约束力的零件数量和交付日期，应在 BFDA 的分订单中确定。

- 2.3 The technical specification for the Parts is contained in the drawings and technical descriptions of the Parts dated March 22nd, 2018 (together hereinafter “Technical Specifications”). The Contracting Parties may amend the Technical Specifications on an ongoing basis within the scope of the change management process.

零件的技术规范包含在相关图纸和日期为 2018 年 3 月 22 日的零件技术说明中(以下合称为“技术规范”)。协议双方可在变更管理过程的范围内持续修改技术规范。

- 2.4 BFDA may also purchase the Parts for other purposes other than installation in the explicitly named model series.

除用于在明确制定的模型系列中安装外，BFDA 购买的零件也可能用于其他目的。

3 Prices 价格

- 3.1 The prices for the Parts are listed in **Annex 1**.

零件价格见附件 1。

The Partner shall not be entitled to any more extensive remuneration claims under this Agreement, in particular for reimbursement of expenditures.

合作伙伴无权根据本协议获得任何额外超出的报酬索赔，特别是开支报销。

- 3.2 The price reductions specified in **Annex 1** have to be granted for each part number in the agreed amount.

必须按照附件 1 中之规定，以约定的金额对每个零件号进行降价。

- 3.3 The above mentioned prices of the Parts are binding. Each of the Contracting Parties may demand the initiation of negotiations on an adjustment of the prices to reflect changes in costs which could not be foreseen at the time of the conclusion of the Agreement. Upon request of BFDA Partner shall disclose its price calculation in an appropriate form.

上述零件价格具有约束力。协议双方均可要求就价格调整发起谈判，以反映订立本协议时无法预见的费用变化。合作伙伴应根据 BFDA 的要求以适当的形式披露其价格计算方式。

3.4 Both Contracting Parties will investigate opportunities for further cost reductions. If potential savings are identified the Contracting Parties will adjust the price accordingly.

协议双方将探究进一步降低成本的机会。如明确了潜在的节约，协议双方将相应地调整价格。

3.5 In the event of extraordinary annual changes to the costs of material (material costs +/-10%; reference figure is the mean value for the half year) and/or significant increases/reductions in the quantity of Parts purchased each of the Contracting Parties may demand the initiation of negotiations on an adjustment of the prices in line with the changed cost situation. Such adjustment will only take account of the value beyond the specified threshold, in accordance with the share of the cost component to the total value of the Part.

如果材料成本（材料成本 \pm 10%，参考数字为半年平均值）发生了巨大的年度变化和/或采购零件数量显著增加/减少，协议双方均可要求就价格调整发起谈判，使其与成本变化情况一致。根据成本构成占该零件总值的份额，这种价格调整将只考虑超出规定阈值的价值。

3.6 The Partner must document price changes in a parts history (see Annex 3).

合作伙伴必须在零件历史记录中记录价格变化（见附件3）。

4 Tooling

模具

4.1 The Partner undertakes to commence planning/manufacture of the series tooling (hereinafter called "Tooling") for the Parts scope herein agreed immediately. Partner must submit detailed information concerning the Tooling set, including itemized costs, without delay.

合作伙伴承诺立即开始设计/制造本协议约定的零件范围内的系列模具（以下简称“模具”）。合作伙伴必须立即提交有关模具组的详细信息，包括详细的成本清单，不得延迟。

4.2

The total of the model-specific Tooling costs will be amortized in the Part Price, calculated on 50,000 pcs produced or 3 years after SOP, whichever earlier. If the total amount of the Tooling costs has not been amortized after this period, the remaining value shall be paid via lump sum.

模型专用模具成本总额将按零件价格摊销，以首次生产 50,000 件或 SOP 后 3 年（以较早者为准）摊销。如果在此之后，模具成本总额尚未完全摊销，则剩余价值应一次性付清。

- 4.3 The Partner shall ensure that all Tooling is ready for initial sample testing no later than October 30th, 2020 as agreed, and that initial samples are supplied to the BFDA plant by this date as agreed for the purpose of obtaining an initial sample inspection report (hereinafter called "ISIR"). If Partner is unable to meet the specified production date for a Part or Tooling, Partner must inform BFDA's Supplier Management (**Annex 2**) immediately.

本协议约定，合作伙伴应确保所有模具在不迟于 2020 年 10 月 30 日准备好进行初始样品测试。合作伙伴应确保在此约定日期之前向 BFDA 工厂提供初始样品，以获得初始样品检验报告（以下简称“检验报告”）。如果合作伙伴不能在规定生产日期前生产零件或模具，合作伙伴必须立即通知 BFDA 的供应商管理部门（见附件 2）。

- 4.4 The Partner is responsible for the Tooling design, the quality of the Parts, and all maintenance and repair costs, as well as for any replacement Tooling required. Replacement Tooling is Tooling that has to be procured to replace the previous Tooling before it reached the end of its agreed tool life. Follow-on Tooling in contrast is Tooling that has to be procured after the end of the agreed tool life.

合作伙伴负责模具设计、零件质量、支付所有维护和维修费用，以及所需的任何替换模具。替换模具是指在约定的模具寿命结束前，所必须采购的用于更换的模具。而后续模具则是指在约定的模具寿命结束后必须采购的模具。

- 4.5 Any prototypes, prototype tools and samples shall be delivered to BFDA in a timely manner and shall become the property of BFDA.

任何原型、原型模具和样品都应及时交付给 BFDA，并成为 BFDA 的财产。

- 4.6 BFDA may demand that Partner document the progress of the Tools over a specified cycle in a Tooling tracking tool. The respective department (see **Annex 2**) will contact Partner.

BFDA 可要求合作伙伴在模具记录工具中记录模具在指定周期内的进度。相关部门（见附件 2）将联系合作伙伴。

- 4.7 The Contracting Parties already irrevocably agree that title to the Tooling shall pass to BFDA upon payment of the costs. BFDA can demand at any time that Partner transfers title to the Tooling against reimbursement of the costs incurred by Partner up to that point, even if manufacture of the Tooling is not completed. BFDA as the owner is entitled, after consultation with Partner, to allow third parties to use the Tooling.

协议双方已不可撤销地达成一致，即模具所有权应在费用支付后转让给 BFDA。即使模具的制造尚未完成，BFDA 亦可以在任何时间要求合作伙伴转让模具所有权，以补偿合作伙伴截至转让时产生的费用。作为所有人，在与合作伙伴协商后，BFDA 有权允许第三方使用模具。

4.8 In lieu of the handover of the Tooling, BFDA shall permit Partner to use the Tooling free of charge for the sole purpose of manufacturing the Parts specified in **Annex 1** (loan). If a third party is in possession of the Tooling, Partner hereby assigns to BFDA its rights to demand surrender of the Tooling to BFDA. Partner warrants that at the time of the transfer of ownership to BFDA, Partner is the sole owner of the Tooling and that the Tooling is unencumbered by third-party rights.

BFDA 应允许合作伙伴仅用于制造附件 1 (贷款) 所规定的零件之目的免费使用模具，而非移交模具。如果第三方持有模具，合作伙伴则特此向 BFDA 转让其向第三方主张返还模具的权利。合作伙伴保证，在向 BFDA 转让所有权时，其是模具的唯一所有者，并且模具上无第三方权利负担。

4.9 Partner shall 合作伙伴应

- avoid any action that would result in BFDA's legal position being concealed from third parties who have a legal or economic interest in the rights to the Tooling;
避免任何会导致 BFDA 的法律地位不被对模具具有法律或经济权益的第三方所知悉的行为。
- notify BFDA in writing immediately of any compulsory enforcement action against the Tooling belonging to BFDA, enclosing a copy of the bailiff's record, and, upon request, produce without delay an affidavit stating that the seized items are identical to the Tooling belonging to BFDA. Partner shall bear any intervention costs.
关于针对属于 BFDA 的模具的任何强制性执法行动，立即以书面形式通知 BFDA，并附上一份执法人员记录副本，并应要求立即出示一份宣誓书，说明扣押的物品系 BFDA 的模具，不得延迟。合作伙伴应承担任何调停费用。
- move the Tooling to a location other than that specified only after securing the written consent of BFDA. The notification duty applies *mutatis mutandis* if an application is made for the institution of insolvency proceedings.
除获得 BFDA 书面同意外，不得将模具移动到指定位置以外的地方。如果申请进行破产程序，则通知义务在作必要的修改后适用。
- handle the Tooling with care, insure them at its own expense and provide BFDA with evidence of such insurance upon request;
谨慎处理模具，自费投保，并根据要求向 BFDA 提供此类保险的证明；
- mark the Tooling as the property of BFDA by attaching to them the labels supplied by BFDA or – if this is not possible for technical reasons – affixing some other form of permanent marking and recording them in the company books as being the property of BFDA;

将模具标记为 BFDA 所有，在模具上贴 BFDA 提供的标签或，如因技术原因而无法达到，则贴上其他形式的永久性标记，并将其作为 BFDA 的财产记录在公司账簿中；

- at the request of BFDA, provide written statements noting that it has assigned to BFDA the contingent right to the Tooling which are subject to the reservation of title and the present or future rights accruing to it against the sub-Partner to release the reserved-title Tooling; BFDA is entitled to pass these statements on to other parties;

应 BFDA 的要求，提供书面声明，说明其已向 BFDA 转让了模具的或有权利。该等声明受所有权保留的制约，以及其现在或将来拥有的对子合作伙伴释放保留所有权的模具的权利 BFDA 有权将该等声明告知其他方；

- settle when due the liabilities to sub-Partners, which are conditional upon the agreed reservation of title;

以约定的所有权保留为条件，向子合作伙伴清偿到期债务；

- obtain a confirmation from the lessor or owner of charges against property, to the effect that the transfer of title to the Tooling takes precedence over any lessor's rights or rights of the mortgagee;

从出租人或所有人处取得财产抵押的确认书，确认模具所有权的转让优先于任何出租人的权利或抵押权人的权利；

- secure an undertaking from all sub-Partners or other third parties who have possession of the Tools to comply with the provisions of this Agreement and to inform BFDA without undue delay if a sub-Partner or other third party is not prepared to give such undertaking or fails to comply with the provisions of this Agreement;

确保拥有模具的所有子合作伙伴或其他第三方承诺遵守本协议的规定，如果子合作伙伴或其他第三方未能作出承诺或不遵守本协议的规定，则应立即通知 BFDA；

- compensate BFDA and indemnify it from all liability that could arise from a violation of third-party rights for which the Partner is accountable, through possession, ownership or use of the Tooling;

对 BFDA 进行赔偿，并使其免于承担因合作伙伴的过错通过占有、拥有或使用模具而违反第三方权利而可能产生的所有责任；

- compensate BFDA if sub-Partners or other third parties breach the rights of BFDA arising from this Agreement;

如果子合作伙伴或其他第三方侵犯本协议中规定的 BFDA 的权利，则应对 BFDA 进行赔偿；

- inform BFDA without undue delay as soon as the first indications of a crisis are identified, e.g. the conditions for the filing of insolvency proceedings appear imminent, so as to enable the recovery of the Tooling before any prohibition of execution takes effect.

一旦发现危机迹象，例如破产程序即将提出，则应无不当拖延地通知 BFDA，以便在任何禁止执行命令生效之前取回模具。

4.10 BFDA is entitled at any time to inspect any location to satisfy itself as to the presence of the tools, their condition, and their proper labeling.

BFDA 有权于任何时候检查任何相关场址，以使模具外观、状况和合适的标签能达到其满意标准。

4.11 BFDA is entitled to demand the return of the Tooling from Partner at any time and to take immediate possession of them.

BFDA 有权随时要求合作伙伴归还模具，并立即持有此等模具。

4.12 BFDA does not owe Partner any additional payment for the obligations arising from the loan arrangement. The services of Partner under the loan arrangement are covered and settled by the purchase price for the Tooling / price of the Parts to be manufactured.

对于贷款安排所产生的义务，BFDA 不向合作伙伴负担任何额外费用。贷款安排下的合作伙伴服务费用的支付和结算包括在待制造模具/零件的购买价格内。

4.13 BFDA may terminate the loan arrangement at any time by giving reasonable notice. As soon as the loan agreement ends, Partner must return to BFDA the Tooling and all notes, technical documentation and materials necessary for the functioning of the Tooling, without being specifically requested to do so. If the loan agreement ends and a demand for return is made pursuant to Article 4.11, Partner will be released from its delivery obligation under Article 2.1 of this Agreement, provided that the Parts cannot be manufactured using other Tooling owned by Partner or a third party.

BFDA 可以通过合理通知随时终止贷款安排。一旦贷款协议结束，在无需特别要求的情况下，合作伙伴必须返还模具以及模具运行所需的所有说明、技术文档和材料归给 BFDA。如果贷款协议结束并且根据条款提出归还要求 4.11，在无法使用合作伙伴或第三方拥有的其他模具制造零件的前提下，则根据本协议第 2.1 条的规定，合作伙伴将解除其交付义务。

4.14 In any event Partner waives the right to assert reservation-of-title rights or other adverse rights unless such claims are undisputed or are counterclaims that have been confirmed by a non-appealable court decision and that are based on the same contractual relationship. BFDA may avert the assertion of undisputed counterclaims or

counterclaims that have been confirmed by a non-appealable court decision through provision of appropriate security, including a guarantee.

在任何情况下，合作伙伴放弃主张所有权保留的权利或其他不利权利，除非此类主张是无可争议的或者此类主张属于反诉(该反诉已被不可上诉的法院判决所确认并且基于相同的合同关系)。BFDA 可以通过提供适当的担保(包括保证)来避免无可争议的反诉或避免被不可上诉的法院判决确认的反诉。

- 4.15 Partner shall use the Tooling only to manufacture the aforementioned Parts for BFDA, unless BFDA has given its written consent in advance to their use in manufacturing for a third party.

合作伙伴使用模具应仅用于制造上述 BFDA 的零件，除非 BFDA 事先书面同意合作伙伴能使用模具为第三方制造产品。

5 Spare Parts 备件

- 5.1 Partner undertakes to ensure a supply of spare parts for the Parts governed by this Agreement for the time after the end of series production in accordance with the contractual arrangements, in particular the BFDA Special Terms 34.

根据合同安排，特别是 BFDA 特别条款 34，合作伙伴承诺在批量生产结束之后供应本协议所规定之零件的备件。

- 5.2 Once worldwide series production has ended, the most recent applicable series production price plus the actual costs incurred by Partner for special packaging will continue to apply to the supply of spare parts for further three calendar years. Once the three calendar years are over, all requests for price adjustments must be listed in detail with documentary evidence. This serves as the basis for further negotiations. The obligation to continue supplying spare parts at initially unchanged prices will remain in place for the duration of the negotiations.

一旦全球批量生产结束，最近适用的批量生产价格加上合作伙伴因特殊包装而产生的实际成本将就备件供应在未来三个日历年继续适用。三个日历年结束后，所有价格调整请求必须通过文件证明详细列出。这是进一步谈判的基础。在谈判期间，将继续履行以最初不变的价格继续供应备件的义务。

6 Use of Information 信息使用

- 6.1 Partner hereby grants BFDA a non-exclusive, irrevocable, transferable right, unlimited in terms of time, place and content, to use copyright-protected work results arising in connection with its deliveries to BFDA (e.g. designs, drawings of Parts and Tools, sketches, layouts, blueprints, plans, design data, information) in any way, free of charge,

and to amend, edit, and disseminate them. In particular, the Partner shall provide BFDA with CAD-3D and CAD-2D components descriptions for this purpose.

合作伙伴特此授予 BFDA 一项非专属的、不可撤销、可转让权利 (该权利不受时间、地点和内容的限制) , 即以任何方式免费使用、修改、编辑和传播与 BFDA 交付物相关的受版权保护的工作成果 (例如 , 设计、零件和模具图纸、草图、布局、蓝图、计划、设计数据、信息) 。鉴于此 , 合作伙伴应向 BFDA 提供 CAD-3D 和 CAD-2D 组件的描述。

- 6.2 Partner warrants that neither the work result or any aspect thereof nor the development contained therein will infringe intellectual property rights or other third-party rights, as a result of intentional or negligent conduct on the part of Partner. If Partner becomes aware of third-party rights that would prohibit use of the work result, it shall inform BFDA without undue delay and obtain from BFDA a decision as to whether such rights should be utilized. Partner shall indemnify, defend, and hold BFDA harmless from any and all liability, costs, and expenditures in connection with non-compliance with the aforementioned obligation.

合作伙伴保证 , 不论是工作成果或工作成果的任何方面还是工作成果中的开发均不会因为合作伙伴的故意或疏忽行为而侵犯知识产权或其他第三方权利。如果合作伙伴发现存在禁止使用该工作成果的第三方权利 , 合作伙伴应通知 BFDA (不得无故拖延) 并从 BFDA 获得是否应使用此类权利的指示。合作伙伴应赔偿、保护 BFDA 使其就违背上述义务而产生的任何和所有责任、成本和支出免受损害。

- 6.3 In case that the stipulations of Article 6.1 and 6.2 are in conflict with already agreed stipulations in other contracts (for example in a development agreement), the stipulations of the other contract shall prevail over the stipulations in Article 6.1 and 6.2 of this Agreement.

如本协议 6.1 和 6.2 的规定与其他合同中 (例如 , 开发协议) 已经约定的规定相冲突 , 则另一合同的规定优先于本协议中 6.1 和 6.2 条的规定。

7 Technical Modifications 技术修改

BFDA may demand at any time that changes be made to the Parts with regards to design and production. The Partner may only object to the change request in so far as implementing the modifications would be unreasonable. Should an amendment to this Agreement be required to account for a modification, in particular with regard to delivery dates, increased or lower costs, Partner must provide a supplementary offer without undue delay upon receipt of the change request. BFDA can only accept the offer in writing once it has carried out a final plausibility review. BFDA is not obliged to accept Partner's offer. If these modifications result in increased or lower costs, the order must be issued by the BFDA Purchasing Department.

BFDA 可能随时要求在设计和生产方面对零件进行修改。合作伙伴只能反对修改实行不合理的范围内的修改请求。如果需要对本协议进行修改从而实现零件修改，特别是交付日期、增加或降低成本方面，合作伙伴必须在收到修改请求后提供补充报价，且不得无故拖延。BFDA 只有在进行了最终合理性审查后才能以书面形式接受该报价。BFDA 没有义务接受合作伙伴的报价。如果修改导致成本增加或降低，则订单必须由 BFDA 采购部门签发。

8 Term of the Agreement 协议期限

8.1 This Agreement comes into force on October 19th, 2020 and ends on December 31st, 2027. The Agreement cannot be terminated ordinarily. The right of the Contracting parties of extraordinary termination for cause shall not be affected.

本协议于 2020 年 10 月 19 日生效，并于 2027 年 12 月 31 日结束。一般情况下本协议不能终止。协议双方因终止事由而意外终止的权利不受影响。

8.2 BFDA is entitled to extend this Agreement two times for each one year. This right may be exercised no later than six months before expiration of the original term of the Agreement or the end of the first extension by submitting a written declaration (also by e-mail) to the Partner.

BFDA 有权每年延长本协议两次。BFDA 可通过向合作伙伴提交书面声明（也可通过电子邮件）的方式行使该权利，但不得晚于本协议原始期限届满前或第一次延期结束前六个月。

- 8.3 The end of this Agreement shall not affect Partner's obligation regarding the supply of spare parts in accordance with the contractual provisions. If this Agreement ends before discontinuation of series production, the end of the Agreement instead of the end of series-production will apply in respect of the obligations pursuant to Article 5.1.

本协议终止，合作伙伴根据合同条款提供备件义务依然有效。如果本协议在停止批量生产之前结束，5.1 条规定的义务，本协议的终止（而非批量生产的结束）将适用。

- 8.4 Partner undertakes to be competitive in terms of quality, price, ability to innovate, and security of supply for the duration of the Agreement. If BFDA receives a more favorable offer from an alternative Partner, taking all the named criteria into account, BFDA will inform Partner of this. Partner will then be given the opportunity, over a period of six months, to implement measures to improve the aforementioned four criteria so that it is able to offer BFDA equivalent or better terms. Should Partner fail to match the more favorable criteria within a period of six months upon Partner's receiving BFDA's notification, BFDA is entitled to terminate the Agreement, including applicable purchase contracts, for cause in respect of the items concerned with a period of six months' notice without payment of any compensation. BFDA is entitled to terminate the Agreement, including applicable purchase contracts, for cause in respect of the items concerned with a period of six months' notice. In this case, BFDA shall pay the non-amortized amount of the tooling cost in a lump sum but shall not be obligated to pay of any further compensation.

合作伙伴承诺在本协议期限内质量、价格、创新能力和供应安全方面具有竞争力。如果 BFDA 从其他合作伙伴那里收到更优惠的报价，考虑到所有指定的标准，BFDA 将通知合作伙伴。然后，合作伙伴将有机会，在六个月的时间内，实施措施改进上述四项标准，以便能够为 BFDA 提供相等的或更优惠的条款。如果合作伙伴在收到 BFDA 通知后六个月内就有关事项未能提供更优惠的条款，BFDA 有权终止本协议，包括适用的购买合同。BFDA 应当将模具摊销未结清部分一次性支付，但无义务再支付其他的补偿。

- 8.5 If the scope of individual provisions of this Agreement, including its annexes, extends beyond the end of the Agreement, these provisions will remain effective even after the Agreement ends.

如果本协议的个别条款（包括其附件）约定的范围超出本协议的结束时间，则即使在本协议终止后，这些条款仍将有效。

9 Other Agreements 其他协议

- 9.1 Unless otherwise stated in this Agreement, the General Purchase Conditions for H6 Parts and the BFDA Special Terms for H6 Parts are applicable.

除非本协议另有规定，否则 H6 零件的一般购买条件和 H6 零件的 BFDA 特殊条款均适用。

- 9.2 The most current versions of the General Purchase Conditions for H6 Parts and the BFDA Special Terms for H6 Parts shall apply. BFDA will inform Partner of changes to the General Purchase Conditions for H6 Parts and the BFDA Special Terms for H6 Parts by giving appropriate advance notice.

H6 零件的一般购买条件和 H6 零件的 BFDA 特殊条款的最新版本将适用。BFDA 将通过适当的提前通知，告知合作伙伴有关 H6 零件的一般购买条件和 H6 零件的 BFDA 特殊条款的变更。

- 9.3 Unless otherwise expressly agreed in this Agreement, the following order of precedence applies:

除非本协议另有明确约定，则以以下优先顺序适用：

- this Agreement;
本协议；
- the purchase contracts that supplement this Agreement; however if the purchase contracts contain provisions governing prices, level of technological development, or part/item numbers, such provisions take precedence over the provisions in this Agreement;
本协议的补充购买合同；但是，如果补充购买合同中包含有关价格、技术发展水平或零件/项目号的规定，则此类规定优先于本协议中的规定；
- General Purchase Conditions for H6 Parts respectively the most current version;
H6 零件的一般购买条件的相应最新版本；
- BFDA Special Terms for H6 Parts respectively the most current version;
H6 零件的 BFDA 特别条款相应最新版本；
- other existing agreements relating to the Parts.
与零件有关的其他现有协议。

- 9.4 If any Contracting Party is granted the right in one of the contractual provisions to commence negotiations with the other party, the Contracting Parties agree that, if the negotiations fail, this does not give rise to any right to amend or terminate the Agreement.

如果协议一方在一项合同条款中被授予与另一方进行谈判的权利，则协议双方同意，如果谈判失败，则不会产生任何导致本协议修改或终止的权利。

10 General Provisions 一般条款

10.1 No oral collateral agreements have been made. Modifications and additions to this Agreement, and its revocation, are valid only if made in writing. The same applies in respect of the modification or revocation of this provision.

未达成口头附属协议。本协议的修改和补充及该修改和补充的撤销仅在以书面形式提出时有效。本条规定的修改或撤销同样仅在以书面形式提出时有效。

10.2 Should any provision of this Agreement be invalid, the Contracting Parties will replace it with an effective provision that accords as closely as possible with the intended commercial purpose of the invalid provision. The invalidity of individual provisions will not affect the validity of the remaining provisions.

如果本协议的任何条款无效，协议双方将以有效条款取代该条款。有效条款将尽可能与无效条款的预期商业目的相符。个别条款的无效不会影响其余条款的有效性。

10.3 The Annexes to this Agreement are an integral part of the Agreement.

本协议的附件是本协议的组成部分。

11 Compliance with Laws 遵守法律

The Parties hereby confirm that they are aware of the Applicable Laws, and, in connection with the activities of the Parties related to this Agreement, Partner hereby commits to strict compliance with such Applicable Laws and makes the following representations and warranties as of the date of this Agreement and for the duration of this Agreement in connection with its activities related to this Agreement:

双方特此确认知悉适用法律，合作伙伴特此承诺严格遵守此类适用法律，并就其与本协议相关的活动在本协议签订之日以及在本协议有效期内作出以下陈述和保证：

11.1 Partner, for itself and on behalf of its Affiliated Persons, represents, warrants and covenants that:

合作伙伴代表其自身及其关联人士，在此保证并承诺：

- a) Partner and its Affiliated Persons are solely responsible for complying, have to their best knowledge complied, and will comply, with Applicable Laws and have to their best knowledge not taken and will not take or fail to take any action, which act or omission would subject BFDA or its affiliated companies to liability under Applicable Laws;

合作伙伴及其关联人士全权负责遵守，尽其所知已经遵守，并且未来将遵守适用法律，并且未曾以及将来也不会采取任何行动（作为或不作为）导致BFDA或其附属公司根据适用法律承担责任；

- b) neither Partner nor any of its Affiliated Persons has, to its or their best knowledge, offered, paid, given or loaned or promised to pay, give or loan, or will offer, pay, give or loan or promise to pay, give or loan, directly or indirectly, money or any other thing of value to or for the benefit of any Government Official, for the purposes of corruptly (a) influencing any act or decision of such Government Official in his official capacity, (b) inducing such Government Official to do or omit to do any act in violation of his lawful duty, (c) securing any improper advantage or (d) inducing such Government Official to use his influence with a Government Entity to affect or influence any act or decision of that Government Entity, in each instance to direct business to Partner or BFDA or its affiliated companies; and

合作伙伴及其任何关联人士均不得出于以下腐败目的，就其所知，以直接或间接的方式，曾经提供、支付、给予或借出；或曾经保证支付、给予或借出；或将要提供、支付、或借出；或将保证要支付、给予或借出金钱或任何有价值的东西给任何政府官员：（a）影响该政府官员以其官方身份采取的任何行为或决定，（b）引导该政府官员作出或不作出任何违反其法律义务的行为，（c）获得任何不正当好处，或（d）诱使该政府官员利用其对政府实体的影响力来影响该政府实体的任何行为或决定，从而在以上每一种情况下将业务导向合作伙伴或BFDA或其附属公司；以及

- c) in case Partner or any of its Affiliated Persons is or will become a Government Entity or a Government Official whose official duties include decisions to direct business to Partner, BFDA or its affiliated companies or to supervise, or otherwise control or direct the actions of, Government Officials who are in a position to direct business to Partner or BFDA or its affiliated companies, Partner or the respective Affiliated Persons have to make sure, that conflicts of interest will be excluded and to inform BFDA without undue delay about the measures taken.

如果合作伙伴或其任何关联人士已经或将成为政府实体或政府官员，其官方职责包括决定将业务导向合作伙伴、BFDA或其附属公司；或监督或以其他方式控制或指导政府官员的行为，该政府官员的职责包括决定将业务导向合作伙伴、BFDA或其附属公司；则必须确保排除利益冲突，并且立即通知（不得拖延）BFDA所采取的措施。

11.2 Partner shall assist and cooperate fully with the efforts of BFDA to comply with Applicable Laws. In particular, Partner shall keep accurate books and records and Partner shall immediately notify BFDA of any information that bribes or other improper payments are being requested, made or offered in connection with this Agreement. Upon request of BFDA, Partner shall make those records which are necessary for BFDA to verify Partner's compliance with the Applicable Laws relating to this Agreement available to a sworn auditor who is obligated to observe secrecy and selected by BFDA. If such auditor notices any failure by Partner to comply with the Applicable Laws Partner agrees that the auditor may disclose information relating to Partner's failure to BFDA and, to the extent required by a legal demand by a competent court of law or government body, to third parties.

合作伙伴应协助并充分配合BFDA遵守适用法律。尤其，合作伙伴应保存准确的账簿和记录；如果出现请求、实施或提供与本协议有关的贿赂或其他不正当付款行为，合作伙伴应立即通知BFDA。根据BFDA的要求，合作伙伴应做记录。这些记录对BFDA核实合作伙伴是否遵守与本协议相关的适用法律而言是必须的，并且由BFDA选择的负有保密义务的已宣誓审计员可以访问该记录。如果上述审计员发现合作伙伴未能遵守适用法律，合作伙伴同意审计师可以将合作伙伴违规相关信息披露给BFDA，并且在主管法院或政府机构的法律要求范围内，将违规相关信息披露给第三方。

11.3 In no event will BFDA be obligated to Partner under or in connection with this Agreement to act or refrain from acting if BFDA believes that such act or omission would cause BFDA to be in violation of Applicable Laws. In no event will BFDA be liable to Partner for any act or omission which BFDA believes is necessary to comply with Applicable Laws.

任何情况下，BFDA均不会在本协议下有义务采取其认为将使其违反适用法律的作为或不作为。就BFDA认为为了遵守适用法律而必须采取的作为或不作为而言，在任何情况下，BFDA均不会因此而对合作伙伴承担责任。

11.4 If Partner or any of its Affiliated Persons breaches any of the representations, warranties or covenants in this Article each of which is deemed to be material and continuously made throughout the term of this Agreement, then, in addition to any other rights BFDA may have under this Agreement:

除BFDA在本协议项下可能拥有的任何其他权利之外，如果合作伙伴或其任何关联人士违反本条款中的任何陈述、保证或契约（该任何陈述、保证或契约在本协议的整个期限内被视为重要且持续有效），则：

- d) BFDA may declare a forfeit of any unpaid amounts owing to Partner and will be entitled to repayment of any amounts paid or credited to Partner, in each case, which are prohibited by Applicable Laws; and

如适用法律禁止支付，BFDA可以宣布没收欠付合作伙伴的任何未付款项，并且有权收回已支付或贷记给合作伙伴的任何金额；以及

- e) BFDA may immediately terminate this Agreement; and
BFDA可立即终止本协议；以及
- f) Partner shall, upon first written request by BFDA, indemnify and hold harmless BFDA in regard to any and all cost and claims brought forward against BFDA arising out of any failure of Partner to comply with its representations, warranties and covenants of this Article.
就因合作伙伴未能遵守本条款的陈述、保证和契约而导致的任何和所有费用和索赔而言，根据 BFDA 的第一次书面要求，合作伙伴应赔偿 BFDA 并使其不受损害。

11.5 For purposes of this Article, the following terms have the meanings set forth below
就本条而言，以下术语具有下述含义

- g) "Applicable Laws" means the U.S. Foreign Corrupt Practices Act, German anti-corruption laws and relevant anti-corruption laws of China, without regard to their jurisdictional limitations, U.S. and German export control laws to the extent applicable the goods and or information which are subject of this Agreement, and all other laws, regulations, rules, orders, decrees or other directives carrying the force of law applicable to any activities engaged in by Partner or any of its Affiliated Persons in connection with this Agreement, in each case as the same may be amended from time to time;
“适用法律”是指美国反海外腐败法、德国反腐败法和中国相关反腐败法（不考虑其管辖权限制），美国和德国出口管制法（如适用于本协议项下的标的商品和/或信息），以及适用于合作伙伴或其任何关联人士就本协议所从事任何活动的、具有法律效力的所有其他法律、法规、规则、命令、法令或其他指令，且在每种情况下均包括其不时修订版本；
- h) "Affiliated Persons" means Partner 's officers, directors, employees, or agents, or any of its stockholders, principals or owners acting on its behalf or in its interests;
“关联人士”是指合作伙伴的高级职员、董事、雇员或代理人，或代表其行事或为其利益行事的任何股东、负责人或所有人；
- i. "Government Entity" means a government or any department, agency or instrumentality thereof (including any company or other entity controlled by a government), a political party or a public international organization; and

“政府实体”是指政府或其任何部门、机构或分支（包括由政府控制的任何公司或其他实体），政党或国际公共组织；和

- ii. "Government Official" means any officeholder, employee or other official (including any immediate family member thereof) of a Government Entity, any person acting in an official capacity for a Government Entity or any candidate for political office.

“政府官员”是指政府实体的任何公职人员、雇员或其他官员（包括其直系亲属），任何以政府实体或任何政治职位候选人官方身份行事的人。

12 Governing Law and Dispute Resolution 管辖法律与争议解决

12.1 Governing Law 管辖法律

The formation of this Agreement, its validity, interpretation, execution and any performance of this Agreement, and the settlement of any disputes hereunder, shall be governed by published and publicly available laws, rules and regulations of China. If there are no published or publicly available Chinese laws, rules or regulations or international treaties or conventions governing a particular matter, the then current general business practices in China shall apply, to the extent they are in conformity with generally accepted international business practices and principles.

本协议的订立，其有效性、解释、签署和本协议的任何履行，以及本协议项下任何争议的解决，均受中国公布和公开的法律、法规或规章的管辖。如果对某特定事项而言，没有管辖该特定事项的公布或公开的中国法律、法规或规章或国际条约或公约，则在符合公认的国际商业惯例和原则的范围内，应适用当时的中国一般商业惯例。

12.2 Dispute Resolution 争议解决

- (1) In the event any dispute arises between the Contracting Parties out of or in relation to this Agreement, including any dispute regarding its breach, termination or validity, the Contracting Parties shall attempt in the first instance to resolve such dispute through friendly consultations.

如果协议双方因本协议或就本协议产生任何争议，包括有关本协议违约、终止或有效性的任何争议，协议双方应首先尝试通过友好协商解决争议。

- (2) If the dispute has not been resolved by friendly consultations within sixty (60) days after one Contracting Party has served written notice to the other Contracting Party requesting the commencement of such consultations, then any concerned Contracting Party may submit the dispute to the people's court where BFDA is registered.

如果在协议一方向另一协议方发出书面通知要求开始进行协商后六十 (60) 天内未能通过友好协商解决争议 , 则该方可将争议提交至 BFDA 注册所在地的人民法院。

List of Annexes 附件清单

Annex 1 Parts and Prices

附件 1 零件与价格

Annex 2 Contacts

附件 2 联系人

Annex 3 Parts History

附件 3 零件历史记录

Annex 4 Deviation Approval

附件 4 偏差的批准

Authorised to sign for Beijing Foton Daimler Automotive Co., Ltd.
经授权代表北京福田戴姆勒汽车有限公司进行签署

By (signature):
授权代表人 (签名) :

By (signature):
授权代表人 (签名) :

Sun Wenyu 孙文裕

Name (block letters):
姓名 (正楷大写)

Name (block letters):
姓名 (正楷大写)

Procurement VP 采购副总裁

Title:
职务 :

Title:
职务 :

Beijing 北京, _____
Place, Date:
地点 , 日期 :

Beijing 北京, _____
Place, Date
地点 , 日期

Authorised to sign on behalf of Beijing Goldrare Automobile Parts Co., Ltd.
经授权代表北京光华荣昌汽车部件有限公司进行签署

By (signature)
授权代表人 (签名) :

Name (block letters)
姓名 (正楷大写)

Title
职务

Place, Date
地点，日期

P-245000011-2020242

Annex 1: Parts and Prices

附件 1：零件与价格

Part number 零件号	Part Name 零件名称	Drawing Level 图纸级别	Price/ Savings 2022 Exclusive of VAT(RMB) 价格/降价 2022 不含增值税 (人民币)	Price/ Savings 2023 Exclusive of VAT (RMB) 价格/降价 2023 不含增值税 (人民币)	Price/ Savings 2024 Exclusive of VAT (RMB) 价格/降价 2024 不含增值税 (人民币)	Price/ Savings 2025 Exclusive of VAT (RMB) 价格/降价 2025 不含增值税 (人民币)	Price/ Savings 2026 Exclusive of VAT (RMB) 价格/降价 2026 不含增值税 (人民币)	Price/ Savings 2027 Exclusive of VAT (RMB) 价格/降价 2027 不含增值税 (人民币)	Tooling cost amortization Exclusive of VAT (RMB) 模具成本分摊 不含增值税 (人民币)	Packaging (not included in “Price”) Exclusive of VAT (RMB) 包装(不包括在 “价格”中) 不含增值税(人 民币)	Logistics to BFDA (not included in “Price”) Exclusive of VAT (RMB) 运输到 BFDA 的 物流(不包括在 “价格”中) 不含增值税(人 民币)
A9609106412	LU SUSPENSION SEAT LH / STANDARD	001	¥2115.76	¥2094.60	¥2073.66	¥2052.92	¥2032.39	¥2012.07	0	N.A.	N.A.
A9609106712	LU SUSPENSION SEAT LH SIB	001	¥2872.12	¥2843.40	¥2814.96	¥2786.82	¥2758.95	¥2731.36	0	N.A.	N.A.

*All price listed above is exclusive of VAT.

*所有价格均为不含增值税价格。

**The price reduction of each year is from October of the year.

**每年的年降从当年的 10 月份开始。

Raw Material Cost

原材料成本

Raw material 材料	Specification 材料标准	Base price 基价	Base price basis 基价时间
SPFH590 t=2.0-5.0	SPFH590-Q/BQB 310	5.8 CNY/kg	H1, 2019
Q235 t=1.0-5.0	GB/T708 Q235-GB/T700	4.7 CNY/kg	H1, 2019
PU		20.08 CNY/kg	H1, 2019
Flat fabric_Centerpanel		35.71 CNY/m2	H1, 2019
Flat fabric_Other positions		33.57 CNY/m2	H1, 2019
Microfiber_Centerpanel		180 CNY/m2	H1, 2019

Annex 2: Contacts

附件 2 : 联系人

Development 开发

Name 姓名	Department 部门	Phone 电话	Fax 传真	E-Mail 电子邮件	Location 位置	HPC
Julio Barreiro	TP/EHC	+86-13810462362	N.A.	julio.a.barreiro@daimler.com	Beijing	
Shuang Qiu	TP/EHC	010-84178075	N.A.	shuang.qiu@daimler.com	Beijing	

Cost Planning 成本规划

Name 姓名	Department 部门	Phone 电话	Fax 传真	E-Mail 电子邮件	Location 位置	HPC
Zhuo Wang	TC/PH	+86-13810715231	N.A.	zhuo.wang@daimler.com	Beijing	

Purchasing 采购

Name 姓名	Department 部门	Phone 电话	Fax 传真	E-Mail 电子邮件	Location 位置	HPC
Haifeng Cheng	TP/G8-2	+86-13601065759	N.A.	Haifeng.cheng@daimler.com	Beijing	

Supplier Management 供应商管理

Name 姓名	Department 部门	Phone 电话	Fax 传真	E-Mail 电子邮件	Location 位置	HPC
Nan Wang	TC/PHL	+86-18145687651	N.A.	nan.wang@daimler.com	Beijing	

P-245000011-2020242

Annex 4: Deviation approval

附件 4 : 偏差的批准




Deviation approval

For deliveries for the H6 project, supplier is allowed to deviate from the drawing as referenced below.

Affected Part(s)					
Part number	Dwg. Level (ZGS)	Part number	Dwg. Level (ZGS)	Part number	Dwg. Level (ZGS)
A9609106312	002	A9609106712	001		
A9609106412	001				
A9609106612	002				

Drawing specification(s)	Approved deviation(s)
- Seat Weight: Standard Seat: 42.5KG/Climate Seat: 48.5KG	- Seay Weight: Standard Seat: 44.5KG/Climate Seat: 49.5KG

Reason for deviation
- **Seat Weight:** material of seat structure needs to reach cost expectation so the weight will go little higher.

DD/MM/YY	R&D	Hoepfl, Markus	
05-11-2019	Department	Name	Signature

Supplementary Agreement to the Supply Agreement for H6 Parts H6 项目供货零件补充协议

Party A: Beijing Foton Daimler Automotive Co., Ltd.
(Hereinafter referred to as "BFDA")

甲方：北京福田戴姆勒汽车有限公司（以下简称"BFDA"）

Party B: Beijing Goldrare Automobile Parts Co., Ltd.
(Hereinafter referred to as "Supplier")

乙方：北京光华荣昌汽车部件有限公司（以下简称“供应商”）

BFDA and Supplier hereinafter are referred to jointly as “Parties” and individually as “Party”

BFDA及合作伙伴合称“协议双方”，单独称“协议一方”

In view of BFDA's purchasing automotive tooling and parts from Supplier, based on BFDA's General Purchase Conditions for H6 Parts, the Supply Agreement for H6 Parts and relevant agreements between BFDA and the Supplier, both Parties reach the following supplementary agreement after consultation.

鉴于甲方向乙方采购汽车零部件，针对《H6 零件一般采购条件》、《H6 零件供应协议》及其他双方可能签署的协议或者文件，经双方平等协商，达成如下补充协议，以资共同遵守

A) Warranty Clause:

质量保证条款：

In addition to the:

BFDA H6 General Purchase Conditions for H6 parts
Of Beijing Foton Daimler Automotive Co. Ltd.

Clause 10.3:

在下述条款基础上：

北京福田戴姆勒汽车有限公司的BFDA H6 零件一般采购条件
条款10.3:

10.3 The warranty expires at the end of 33 months after the first vehicle registration or the installation of the replacement part, at the latest however, 36 months after delivery to BFDA. The laws and regulations of the People's Republic of China governing the time limitation for action remain unaffected.

本质量保证于首次机动车登记后或安装替换零件后的33 个月未到期，但最迟不超过向BFDA 交付后的36 个月。但中华人民共和国关于规定诉讼时效的法律、法规不受影响。

Both parties agree:

That the parts ordered under this Agreement are mainly and preferably assembled by BFDA in on-road vehicles.

双方同意本协议项下订购的零件主要且最好由BFDA在公路用车上组装。

This Supplementary Agreement is in duplicate. Each Party keeps one copy which has the same legal effect. This Supplementary Agreement shall come into force after both Parties have signed and stamped their official seals.

此协议一式两份，双方各执一份，具有同等法律效力，自双方签字并加盖公章后生效。

Party A: Beijing Foton Daimler Automotive Co., Ltd.

甲方：北京福田戴姆勒汽车有限公司

Representative signature:

授权代表签字：

日期date: 年 月 日

Party B: Beijing Goldrare Automobile Parts Co., Ltd.

乙方：北京光华荣昌汽车部件有限公司

Representative signature:

授权代表签字：

日期 date: 年 月 日