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No.



模具供货合同

一汽-大众汽车有限公司
FAW-Volkswagen Automotive Co., Ltd.

成都光华智能汽车部件有限公司
Chengdu Guanghua Intelligent Automobile
Parts Co.,LTD.

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索引

Catalogue

前言

Preamble

第一条： 定义

Item 1: Definition

第二条： 合同价格

Item 2: Contract Price

第三条： 付款

Item 3: Payment Terms

第四条： 对订单的技术要求

Item 4: Technique Requirement on the Order

第五条： 专利权

Item 5: Patent Right

第六条： 索赔

Item 6: Claim

第七条： 合同的修改

Item 7: Amendment to Contract

第八条： 不可抗力

Item 8: Force Majeure

第九条： 合同的违约终止

Item9: Cancellation due to Breach

第十条： 合同及计量单位

Item10: Contract & Units

第十一条： 保密

Item11: Confidentiality

第十二条：模具（或工装夹具）的所有权

Item12: Property of the Mould (or Tooling Fixture)

第十三条：无偿使用

Item13: Use without compensation

附件 1： 模具（或工装夹具）及价格清单

Appendix 1: Mould (or Tooling Fixture) & Price List

前 言

Preamble

本合同一方为：一汽-大众汽车有限公司（以下简称甲方），该公司为依据中国法律成立并合法存在的中外合资经营的有限责任公司，其住所地为吉林省长春市绿园区东风大街。

This Mould Supplying Contract is made by and between:
FAW-Volkswagen Company, Ltd. (Party A), a corporation organized under the laws of China with its principal place of business at Dongfeng Street, Luyuan District Changchun City, Jilin Province, China.

本合同另一方为：成都光华智能汽车部件有限公司（以下简称乙方），是一家依据中国法律成立并合法存在的法人实体，其住所地为 四川省成都市经济技术开发区（龙泉驿区柏合镇）合志西路 77 号。

(Party B) Chengdu Guanghua Intelligent Automobile Parts Co.,LTD., a company organized under the laws of China with its principal place of business at No.77, Hezhi west road, (Baihe town,Longquanyi district), Chengdu economic and technological development zone, Sichuan province.

本合同的签定，应以乙方用此模具为甲方生产的产品获得甲方的最终认可为前提。

The precondition of signing this contract is that Party A has accepted Party B's product manufactured with the contractual Mould.

合同总金额： 226,000 RMB(不含税价格)

The total sum is 226,000 RMB Yuan (tax is not included).

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The precondition of signing this contract is that Party A has accepted Party B's product manufactured with the contractual Mould.

第一条： 定义

Item 1: Definition

本合同中，下面概念应解释为：

In this contract, the following words should be defined as:

1.1 “合同”意为甲方与乙方之间达成的与模具供货及借用有关的协议，包括所有随附的附件及所有与之有关的其它文件。

“**Contract**” means the agreement made by and between Party A and Party B, including all the appendixes and relative documents related to the supply and lending of the Mould.

1.2 “合同价格”意为在乙方全部正确履行合同项下义务的情况下，甲方应支付给乙方合同项下金额。

“**Contract Price**” means the total sum under the contract, which should be paid to Party B by Party A, if Party B executes all the items of the contract correctly.

1.3 “货物”意为甲方要求乙方提供的合同项下的所有的模具、仪器、备件、图纸、说明书、技术文件、材料及零件。

“**Goods**” means all the moulds, instruments, spare parts, drawings, user manual, technique documents, material and components under the contract provided by Party B, according to the requirement of Party A.

第二条： 合同价格

Item 2: Contract Price

合同价格以甲乙双方谈定价格为基准，具体价格见前言，模具及价格清单作为附件 1 附后，附件清单中的价格为不含税价格。

The Contract Price is based on the price agreed by both sides. The total sum is described in Preamble. The mould and price list will form part of this Contract and will be attached hereto, and the price in the list doesn't include the tax.

第三条： 付款

Item 3: Payment Terms

3.1 付款前提是双方已签订本合同。

The premise of payment is that both Part A and Part B have signed this contract.

3.2 甲方对乙方的模具进行固定资产验收，验收合格后甲方在固定资产验收平台上进行审批。

Part A should perform Fixed Assets Acceptance and should approve on Part A's Fixed Assets Acceptance Platform after the mould is qualified on the acceptance.

3.3 甲方确认固定资产验收平台审批通过后,提供给乙方一份采购订单，乙方则依据采购订单的品种、数量及价格向甲方开据增值税发票。

Part A issue Purchase Order after the Fixed Assets Acceptance has been approved on Part A's Fixed Assets Acceptance Platform. And Part B have to issue VAT invoice according to the type、quantity and price which listed on Purchase Order.

3.4 甲方在接到乙方发票 30 天内将货款一次性支付给乙方。

After the receipt of the correct invoice, payment shall be effected by

Party A to Party B within 30 days.

第四条： 对订单的技术要求

Item 4: Technique Requirement on the Order

该合同项下的货物必须保证由甲方提供的并由乙方同意的技术要求(见后附的甲方产品部的技术文件)。

The Goods under this contract must meet the requirement of technique requirements (see the appended technology documents from Party A's Product Dept.), which is issued by Party A and agreed by Party B.

第五条： 专利权

Item 5: Patent Right

乙方将保障甲方免于由于使用货物、服务或任何零件而导致的任何第三方对甲方提出的关于专利、工业产权、商标的侵权索赔。一旦有任何第三方要求侵权索赔，乙方将对此事负责并承担可能发生的任何法律和经济责任。

It is ensured by Party B that Party A won't be involved to any patent, industrial property right or trade mark infringement due to the use of Party B's product, service or any components. Once any third party claim to Party A, Party B will bear all the possible legal and economical result.

第六条： 索赔

Item 6: Claim

6.1 一旦乙方提供的货物与合同项下规定的货物不一致，乙方需承担法律责任，而如果甲方在检验、安装、交付使用、最终验收、试运行或质量保证期（期限为

12 个月) 规定的时间内提出索赔, 在乙方与甲方达成协议的前提下乙方以下列一种或多种方式进行理赔。

If the goods provided by Party B doesn't accord with the contract regulation, Party B will bear the legal duty, furthermore, if Party A claimed in the curse of inspecting, installing, using, accepting, trail-operating and warranty period (12 months), Party B will provide compensation in one or more of the following ways, based on the pre-condition that the both sides agreed.

6.1.1 用与合同一致的新的零件、元件和/或器件更换有缺陷的货物和/或维修有缺陷的货物, 所有的费用、风险以及给甲方造成直接相关费用都由乙方承担, 同时乙方同意更换后的货物的相应保质期为 12 个月。

Replace the defective goods by the new conforming parts, and/or components, and/ or repair the defective goods, while all the cost and venture will be borne by Party B; furthermore, Party B agreed that the new parts would have another 12 months warranty.

6.1.2 在甲乙双方同意的前提下根据劣质程度, 损坏程度以及甲方所造成损失对货物进行贬值。

Based on the pre-condition that the both sides agreed, reduce the value of the goods according to quality, damage and the loss borne by Party A.

6.1.3 如果发现乙方提供模具清单内容与实际情况不符 (不属于甲方投资范围、实际没有发生却进行上报, 或者乙方未完全提供应属于甲方的模具资产等情况), 则要求乙方按虚报或漏报的实际金额三倍赔偿甲方, 按一次性扣除货款方式执行。

If the mould list content provided by Party B doesn't accord with the actual situation (not in the investment scope of party A、 actually did not

happen but report, or party B does not fully provide the mold assets belonging to party A, etc.), Party B shall be required to compensate Party A for three times the actual amount of false or missing report amount, on the basis of one-time deduction of payment.

6.1.4 如因乙方保管不当，造成甲方模具丢失。则乙方需要对甲方进行赔偿。如果模具在产品 EOP 之前丢失，则乙方需按甲方要求，复制一套相同模具。如果在产品 EOP 之后丢失，在甲方确认没有备件需求的前提下，乙方可以按照资产原值（即模具供货合同中约定的模具价格）的 5% 进行赔偿，而不需要再复制一套模具。否则仍需复制一套相同模具。同时，模具丢失之后，乙方应负责对甲方零件的供应以及备件的正常生产。由此产生的其他费用，均由乙方承担。

If Party B is not properly maintained, causing the loss of Party A's mould, Party B shall compensate Party A. If the mould is lost before the product EOP, then Party B shall copy a set of identical moulds according to Party A's requirement. If the product is lost after the EOP and Party A confirm that there's no demand of spare parts, Party B shall compensate for the original value of the assets (i.e. the mould and price list in the mould supply contract) by 5%, without needing to duplicate a set of moulds. Otherwise, Party B shall need to duplicate a set of identical stencils.

At the same time, after the loss of mould, party B shall be responsible for the supply of contract parts and spare parts for Party A. The expenses occurred shall be borne by party B.

6.1.5 如果未能按第 6.1.1, 6.1.2, 6.1.3, 6.1.4 条款进行索赔，乙方同意对货物进

行报废并返还甲方与合同规定同样币种的货物价值并承担包括利息、产生的银行费用、运费、保险费、商检费、仓储费、装卸费以及对报废的货物的监管费和保存费等必要费用和花费。

If the above two items, 6.1.1&6.1.2&6.1.3&6.1.4 hadn't been executed, Party a would have agreed that discard the goods as scrap, and return the same sum of money as that regulated in the contract, as well as all the following necessary cost: interest, cost caused by bank, transportation cost, insurance, goods inspection cost, storage cost, loading and unloading cost, and the managing & storing cost for the scrap.

6.2 如果乙方在接到甲方通知的叁拾个日历天后没有答复上述的索赔就将被认为乙方已经接受。如果乙方没有在接受甲方索赔通知单后的叁拾天内或甲方同意的时间按上述的任何方法进行理赔，甲方可由乙方在甲方建立的资金帐户中扣除索赔款。

After received the claim, if Party B didn't give answer within 30 calendar days, it would be regarded as that Party B had accepted the claim. If, after receiving the claim information from Party A, Party B didn't provide any above compensations with in 30 days or the period agreed by Party A, Party A will deduct the compensation money from the account set by Party B for Party A.

第七条： 合同的修改

Item 7: Amendment to Contract

除双方签字同意外，不允许任何一方对合同条款进行修改。

Any Party is prohibited to modify any items of the contract without consent in written form signed by both sides.

第八条： 不可抗力

Item 8: Force Majeure

8.1 如果合同的任何一方在执行合同时遭受不可抗力事件如战争、火灾、台风、洪水和地震等，那么合同的执行时间将延长与该不可抗力事件影响相同的时间，不可抗力事件是指双方在签订合同时不能预见的，它的偶然性和影响力是不能避免的且不能克服的。

When the contract is executed, if any party meets the force majeure accident, which means an occurrence beyond the control and without the fault or negligence of the party affected including, but limited to, war, fire, typhoon, flood, earthquakes etc., the life of the contract will be extended, and the extra time is equal to the time of force majeure.

8.2 受灾一方将以传真或电传的方式在最短的时间里通知另一方不可抗力的发生，并在十四天内以挂号信函的方式向另一方出示由相关权威机构出具的证明材料供另一方确认，如果该不可抗力连续发生超过壹佰贰拾天，双方应通过友好协商的办法就合同的进一步执行达成协议，该协议还应在合理的时间达成。

The party, which suffered from the force majeure, should inform the other party the force majeure by fax or telex as soon as possible. Within 10 days a register letter with the authority certificate in it should reach the other Party to conform. If the force majeure accident persisted over 120 days, the two sides should discuss friendly on the further step of contract execution. The contract should be finished in a reasonable period.

第九条： 合同的违约终止

Item 9: Cancellation due to Breach

任何有关合同或有关合同的终止、使合同失效所产生的争论、争议、或索赔

按照中华人民共和国的法律由长春市仲裁委员会仲裁处理。仲裁裁决将作为最终裁决，各方应承认和执行。

Any dispute or claim arising out of the termination or breach of this contract shall be finally settled through friendly negotiations or through arbitration under the Laws of China by the Changchun Arbitration committee in Changchun. The result of the Arbitration is the final and shall be accepted and executed by both parties.

第十条： 合同及计量单位

Item10: Contract & Units

10.1 合同 2 份原件，双方各执 1 份合同原件，

The contract has 2 original copies, and each Party keeps 1.

10.2 所有计量单位将是公制。

All the measuring units are metric units.

第十一条： 保密

Item 11: Confidentiality

11.1 在没有甲方同意的情况下，乙方或其代理不允许丢失、复制或泄漏技术文件、诀窍（包括所有的修改和提高部分）给第三方。甲方提供的所有技术文件在使用完毕后返还给甲方。

Party B or its agent is prohibited to lose, copy or let out technology documents or knack (including the modified or improved parts) to any third party without Party A's consent. All the documents provided by Party A should be returned to Party A, after used.

11.2 由乙方为甲方设计的技术文件将交给甲方，不允许复制或泄漏给第三方。

The technology documents designed by Party B for Party A belongs

to Party A, and is prohibited to be copied or let out to any third party.

11.3 如果第三方借阅，参阅或复制甲方的技术文件或要求乙方为其复制同样的模具，乙方必须征得甲方的书面同意。

If any third party wants to read, take reference, or copy Party A's technology documents or ask Party B to copy the same mould, Party B can't give permission until get Party A's consent in written form.

11.4 任何泄密事件都将认为是公司行为。

Any telltale action is on behalf of the company.

11.5 对“保密”的有效期的要求是合同有效期及合同终止后十年。

The time period for Confidentiality is during validity of this contract and 10 years from the time when this contract is invalid.

第十二条： 模具（或工装夹具）的所有权

Item 12: Property of the Mould (or Tooling Fixture)

合同附件 1 中的产品，其财产所有权为甲方所拥有。未经甲方书面同意，乙方不得使用该产品为其他任何第三方制造零件。另外，未经甲方书面同意，乙方也不得将该产品移至他处。

For the products listed in the appendix 1, the property right of them is owned by Party A. Party B is prohibited to manufacture any products for any third party by the mould without Party A's consent in written form. Furthermore, Party A can't move the mould to other place without Party A's consent in written form.

第十三条： 无偿使用

Item 13: Use without compensation

13.1

13.1.1 甲方将附件 1 中所列的模具/设备(以下称合同产品)给乙方无偿使用。本附件中所涉及的全部内容均为本合同的组成部分。

Party A shall provide all molds/tooling listed in the Enclosure (hereinafter called Contractual Molds) to Party B without compensation. All contents involved in this Enclosure are totally considered as integral parts of this Contract.

13.1.2 合同产品直接运抵乙方后, 由乙方负责拆卸、安装和投产, 如需甲方提供保证, 乙方应向甲方支付相关费用。

After Contractual Molds arrived at Party B, unloading, installing and putting into production should be Party B's duty. If Party B needs guarantee from Party A, Party B shall pay Party A the respective costs.

13.1.3 如果合同产品首先运抵甲方所在地, 那么乙方应自费将合同产品从甲方所在地移动到乙方所在地, 并承担由此产生的风险。

If Contractual Molds are shipped to Party A firstly, Party B should pay for the transportation by himself from Party A to Party B. The risk occurred during the transportation should be borne by Party B.

13.1.4 乙方无偿使用的合同产品只能用于生产甲方所规定的产品, 无权为甲方以外的任何一方生产提供产品或与产品相关的备件。如乙方违反此条款, 为甲方以外的任何一方生产提供产品或与产品相关的备件, 则乙方除向甲方支付总价值 4 倍的违约金外, 甲方有权终止此合同, 并继续追究乙方由此给甲方造成的一切损失。

Party B shall only use Contractual Molds to produce the certain products stipulated in the Enclosure by Party A, and Party B has no right to supply any products or relevant spare parts to other third party. If Party B break the above clause, Party A has the right to end this Contract, and

Party B shall reimburse the expenses to Party A for such breaching at the rate of 4 times of the total breaching value. And also Party A has the right to continually claim all loss caused by Party B behavior.

13.2

13.2.1 乙方应对合同产品的维护及保养承担全部费用并负全责。乙方还对合同产品的任何损坏负责，对因未按本合同规定投保而导致合同产品的任何损坏负责。如果第三方因这类伤害向甲方提出要求，乙方有免除甲方承担这类要求的义务。如果甲方因第三方的要求而发生费用，那么乙方应向甲方赔偿这些费用。

Party B should be responsible for Contractual Molds' maintenance and also responsible for the payment occurred herein. Party B shall be responsible for any damages or losses other than the insurance that is not done according to the stipulation in this Contract. If any damages or injuries occur to a third party due to, but not limited to, the reasons mentioned above, the compensation to the third shall be borne by Party B.

13.2.2 合同产品的备件及易损件应由乙方自行负责解决。

During the period of this Contract, Party B should be responsible for the molds' spare parts and easy damaged parts.

13.2.3 合同产品移交时乙方将获得合同产品的资料的复印件，同时乙方不能复制、转让、出借这些资料，合同终止后,应立即全部返还。

Party B will get copies of relevant documentation and datum for Contractual Molds when Contractual Molds are transferred. At the time of such documentation and datum controlled by Party B, Party B shall not copy, transfer, and lend these documentation and datum to any third party. Such documentation and datum should be returned to Party A after this Contract is terminated.

13.2.4 如果合同产品因法律的变更或技术规程的改变不再符合要求，乙方有义务在规定的期限内对合同产品重新更改和装配，所发生的费用可在甲方规定期限内摊销掉。

If Contractual Molds do not meet the requirements any more due to the modification of laws or technical regulations, Party B is obligatory to make new changes and new assembling within the stipulated period. The expenses occurred could be amortized within the stipulated period by Party A.

13.2.5 重新更改和装配的措施应事先提交甲方，并附上变更计划，待甲方同意方可实施。

As to the new changes and new assembling, the measures should be informed to Party A beforehand, and the changing plan should be enclosed with such information. These measures shall not be implemented without Party A's prior agreement.

13.3

13.3.1 乙方不得对合同产品典当、抵押、转让或本合同规定以外的方式使用合同产品。

Party B should not pawn, mortgage, transfer or use Contractual Molds with other modes, which are not stipulated in this Contract.

13.3.2 若发生与合同产品有关的法律强制执行措施时，乙方应向甲方及时通报，并向有关当局声明合同产品的所有权为甲方所有的事实。

If there are some lawful forced measures relevant to Contractual Molds, Party B should notify Party A in time, and announce the fact that the Contractual Molds belongs to Party A to the concerned authorities.

13.3.3 只有在对甲方提出的要求具有法律效力或没有争议的情况下，乙方才对合同产品拥有留置权，但由于乙方错误采取留置措施而给甲方造成损失，乙方应向甲方进行赔偿。

Only on the condition that the requirements put forward to Party A are lawful Party B could have the preserving right to Contractual Molds. But if Party A is brought about some losses by Party B's wrong preserving measures, Party B should compensate to Party A.

13.4

如果需要进行零部件变更，甲方将向乙方寄送变更文件。乙方应在二周内向甲方呈交变更计划，乙方必须得到甲方的书面同意，才可进行此类变更。

If it is needed to change components, Party A should send changing documents to Party B by mail. Party B should submit changing plan to Party A within two weeks. And Party B shall make these changes only after receive the written-agreement from Party A.

13.5

13.5.1 本合同自双方签字之日起生效。合同期限为十五年。此间，如乙方未履行合同，甲方可以随时终止合同，并无需陈述理由；乙方无权提出解除合同，否则应承担因其终止合同而造成的一切损失，如合同期满且甲方无异议，方可续签此合同。

This contract comes into effect upon both parties' signature, and valid for 15 years. During this period, if Party B didn't fulfill any terms and conditions of this Contract, Party A could terminate this Contract anytime without stating reasons. Party B has no right to put forward to relieve this contract; otherwise Party B will bear all losses caused by this relieving behavior. When the contract is expired and Party A has no

objection to the terms and conditions of this Contract, this Contract could be continually valid after agreed by the both parties.

13.5.2 乙方有义务将合同产品(包括所有资料)在合同终止时完好无损地返还给甲方,乙方应承担风险和费用,将合同产品发往指定地点,并规范卸货。

Party B is obligatory to return all Contractual Molds (including all datum) to Party A in good condition, Party B is also responsible for risks and expenses to transport Contractual Molds to an appointed place by Party A, and unload Contractual Molds according to the specifications.

13.5.3 如未按甲方要求的日期返还合同产品,甲方有权随时将合同产品收回,费用由乙方承担。此外乙方应对由于迟交还合同产品而引起的一切法律后果承担责任。

If contractual Molds cannot be returned according to the required date by Party A, Party A has right to get back Contractual Molds anytime; Party B should pay for all expenses. Additionally, Party B should be responsible for all lawful consequences caused by delay of returning Contractual Molds.

13.5.4 如果本合同中有一项条款无效或无法执行,不影响本合同的其他条款的有效性。

If any clause, in this Contract, is null or cannot be executed, it will not affect other clauses' validity.

13.6

由于乙方的原因而不能在规定范围内按有关供货合同的规定提供产品,并给甲方造成损失,乙方应向甲方赔偿全部损失。

Due to Party B's reason, the production cannot be supplied according to the stipulation in Supplying Contract and some losses caused

upon Party A, then Party B should compensate all these losses to Party A.

附件 1: 模具（或工装夹具）及价格清单
Appendix 1: Mould (or Tooling Fixture) & Price List

甲方: 一汽-大众汽车有限公司

Party A: FAW-Volkswagen Automotive Company, Ltd

乙方: 成都光华智能汽车部件有限公司

Party B: Chengdu Guanghua Intelligent Automobile Parts Co.,LTD.