

# Nomination Letter

## 定点函

**Subject: Regarding nomination of MCI301/311 GA and 223 PF for Beijing Auto B41 Project**

**主旨: 关于定点北汽 B41 项目后视镜 MCI301/311 转向器以及 223 折叠器电机**

Dear Supplier,  
亲爱的供应商,

In terms of a long-term and stable strategic cooperative relationship, after friendly communication between both parties, on behalf of Beijing Goldrare Auto Parts Co., Ltd("Goldrare"), I am pleased to inform that, based on the following parties' agreement, MCI Mirror Controls (Suzhou) Co., Ltd. ("MCI" or "your company") has been selected formally as our supplier for Beijing Auto B41 project 301/311 GA & 223 PF Actuator.

根据双方的长期稳定的战略合作关系, 经过双方的友好沟通, 我代表北京光华荣昌汽车部件有限公司(光华荣昌公司)很高兴地通知您, 根据以下双方的协议, 美视伊汽车镜控(苏州)有限公司(以下简称“美视伊公司”或“贵公司”)已正式被选定为我们北汽 B41 项目后视镜 301/311 转向电机和 223 折叠器电机的供应商。

By signing this document your company as supplier confirms and commits to meet Beijing Goldrare Auto Parts Co., Ltd requirements as follows:

通过签署此文件, 贵公司作为供应商确认并承诺满足北京光华荣昌汽车部件有限公司要求如下:

- Price/价格:
  - Serial Production Price excluding VAT: see below table.  
批量未税价格: 见下表
  - 2.1 Prototype Sample Price excluding VAT: Same as Serial Price.  
样品未税价格: 同量产价格一致。
  - 1.3 Payment terms: Payment in advance by Cash  
付款方式: 现金预付款。
- Price Conditions/价格条件:
  - 2.1 INCOTERMS/运输条款: DAP unloaded, Goldrare Plant.  
送货到光华荣昌工厂, 不负责卸货。
  - 2.2 Specific project name, volume, and SOP information, refer to below table, volume is based on RFQ from Goldrare.  
具体项目名称、数量和 SOP 信息, 见下表, 数量来自于光华荣昌的 RFQ。

OEM	Project	Car name	SOP	Vehicles/Year	MCI P/N	Price(Non-VAT)	Install rate	Volume/year	STATUS
Beijing Auto	B41	BJ40	2023-07	20,000	301/00x	15.84	45%	18,000	AWARDED
					311/00x	38.20	55%	22,000	AWARDED
					223/00x	55.18	100%	40,000	AWARDED

- MCI Company should meet the following assumptions and commitment during the process of supplier selection:  
美视伊公司能够满足光华荣昌公司在本次供应商选择过程中的以下假定和承诺
  - 3.1 Product is MCI standard product, (If OEM specific requirements need to be met, please clarify it here)  
产品为美视伊的标准产品, (如果需要满足主机厂的要求, 则需要在此说明)。
  - 3.2 Drawing is MCI standard drawing.  
图纸为美视伊的标准图纸。
  - 3.3 The reference to the offer sent on SEP 08<sup>th</sup>, 2022 with 20220811GOLDRARE223.  
参考于 2022 年 09 月 8 日的报价单号 20220811GOLDRARE223。
- Goldrare will cover all the efforts (validation, testing, tooling) requested to get these Projects into production.  
光华荣昌公司将承担将这些项目投入生产所需的所有工作(验证、测试、工装)。

5. In the event of significantly changing economics, including currency fluctuations & market conditions, MCI will notify Goldrare in writing and provide the appropriate supporting documentation to justify a price adjustment. The parties agree to negotiate an amicable solution acceptable to MCI and Goldrare  
 如果因为出现显著的经济形势变化，包括汇率浮动&市场调整，MCI 将书面通知光华荣昌公司并提供必要的支持文件以便合理的调整价格。双方同意协商出一个友好的双方都可接受的解决方案。
6. Force Majeure/不可抗力  
 6.1 If (a) either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) as a result of any cause beyond the reasonable control of the party invoking this Section, including any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection, Materials unavailability, the failure of equipment or tooling provided by Godrare except to the extent such failure was caused by MCI, or (collectively, a "Force Majeure"), and (b) such party uses reasonable efforts to mitigate the effects of any Force Majeure, and (c) the affected party give prompts written notice to the other party, then the affected party's performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such Force Majeure.  
 若（a）任何一方因援引本款的一方无法合理控制的任何原因，包括自然灾害、政府或军事机构的行为或法令、火灾、意外事故、水灾、地震、战争、罢工、停工、传染病、大流行病、生产设施毁坏、暴乱、叛乱、无法获得物料、光华荣昌公司提供的设备或工具无法使用（因美视伊公司导致的无法使用除外）（统称“不可抗力”）而不能履行或无法履行其在本协议项下的任何义务(付款义务除外)，且（b）该方尽其合理的努力减轻任何不可抗力的影响，且（c）受影响的一方立即向另一方发出书面通知，则受影响一方的履约义务应予以免除，履约时间应按照因该不可抗力事件发生而延误或无法履约的期限顺延。
- 6.2 Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.  
 不论是否出于不可抗力原因，若该方不能在该事件发生后九十(90)日内履约，另一方可终止本协议。
7. In the event of discrepancy of Chinese and English languages in this Nomination Letter, Chinese language shall prevail.  
 如果本定点函中文、英文表述不一致，那么应当以中文为准。

Congratulations and hope to get your company's continuous support! Meanwhile, please sign it back with a company stamp for your confirmation and start off the program development and cooperation.

恭喜贵司并且期望你们的持续支持！另外，烦请尽快签字盖章确认并开始项目的开发和配套工作。

Beijing Goldrare Automobile Parts Co., LTD  
 北京光华荣昌汽车零部件有限公司

MCI Mirror Controls (Suzhou) Co., Ltd  
 美视伊汽车镜控（苏州）有限公司

Signature/签署: \_\_\_\_\_

Name/姓名:

Title/职务:

Signature/签署: \_\_\_\_\_

Name/姓名: Tolon Tang

Title/职务: BD director, China

Signature/签署: \_\_\_\_\_

Name/姓名:

Title/职务:

Signature/签署: \_\_\_\_\_

Name/姓名: Peter van Voorden

Title/职务: VP Sales

Signature/签署: \_\_\_\_\_

Name/姓名:

Title/职务:

Signature/签署: \_\_\_\_\_

Name/姓名: Gerry Maher

Title/职务: VP Finance