

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

Phone 电话
[138 1135 0843]

Buyer 采购员
[Sheng Shaozheng]

Date 日期
[2022-11-29]

Annual Contract H6 Part

H6 零件年度合同

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” –

Whereas: both parties have signed Supply Agreement H6 Part (hereinafter referred to as “SA”), and now sign this Annual Contract H6 Part (hereinafter referred to as “Annual Contact”) on specific procurement matters in 2023.

鉴于：双方已经签署 H6 零件供应协议（以下简称为“采购合同”），现就 2023 年的具体采购事项签订本 H6 零件年度合同（以下简称为“年度合同”）。

1 一、Parts & Price 零部件及价格

BFDA purchase and Supplier supply the goods/services designated see Annex 1.

采购方采购且供应商供应下述指定货物/服务见附件一零件与价格。

2 Order and goods reveicing 订单及收货

Unless otherwise agreed previously in writing, BFDA MB BU sends orders, goods receipt to suppliers through SRM system. The expenses incurred by suppliers using SRM system shall be borne by the suppliers themselves.

除非事先另有书面约定，BFDA 奔驰事业部通过 SRM 系统向供应商下发订单以及收货，供应商使用 SRM 系统产生的费用由供应商自行承担。

3 Payment terms 付款条件

Only when the Goods have been correctly delivered and/or the Services have been properly performed in their entirety and BFDA has accepted them, supplier then can issue the invoice. Payment will become due on the 25th of the month following delivery/service, provided the invoice, including suitable proof of performance, is dated in the month of delivery/service and is received by the responsible BFDA Invoice Verification department by the third working day of the following month. BFDA reserves the right to raise objections after payment has been made.

只有当货物已正确交付和/或服务已全部正确履行且 BFDA 已接受时，供应商才能开具发票。

如果发票（包括适当的验收合格证明）在产品/服务交付的当月开具，并且 BFDA 的发票验收负责部门在转月的第三个工作日之前收到了该票据的情况下，则付款在产品/服务交付后的转月 25 号到期。即使付款已经完成，BFDA 仍保留提出异议的权利。

4 Term of the Agreement 协议期限

4.1 This Agreement comes into force on 01.01.2023 and ends on 31.12.2023. 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 2023 年 01 月 01 日生效，并于 2023 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。

5 Other Agreements 其他协议

5.1 Unless otherwise stated in this Agreement or previously agreed and documented in a Supply Agreement, the most current versions of the General Purchase Conditions for H6 Parts and the BFDA Special Terms for H6 Parts are applicable. 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. 除非本协议中另有规定或之前在供应协议中另有约定和记录，否则 H6 零件通用采购条件和 BFDA H6 零件专用条款的最新版本适用。BFDA 将通过发出适当的提前通知，通知合作伙伴 H6 零件的一般采购条件和 BFDA H6 零件的特殊条款的变更。

5.2 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 (Annual Contract H6 Part);
本协议（即 H6 零件年度合同）
- Supply Agreement H6 Part;
H6 零件供应协议；
- 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。

6 General Provisions 一般条款

6.1 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。

6.2 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。

6.3 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。

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

7.1 **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。

7.2 **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。

8 **Miscellaneous Provision** 其它约定

This Agreement is made in both English and Chinese. If there is any conflict between the two languages versions, the English version shall prevail.

本协议同时以英文和中文签署。如果两种语言版本之间有任何冲突，以英文版本为准。

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) :

Mona, Scheffel
Name (block letters):
姓名 (正楷大写)

Senior Manager Procurement
高级采购经理

Beijing 北京,
Place, Date:
地点, 日期:

By (signature):
授权代表人 (签名) :

盛少征
Name (block letters):
姓名 (正楷大写)

Buyer Procurement
采购

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

Annex 1: Parts and Prices 附件 1: 零件与价格

物料	物料描述 (中文)	物料描述 (英文)	ZG S 编号	工厂	国际贸易条款	包装条件	最小批量	单位	价格有效期开始	价格有效期结束	基本价格 (PB00)	模具分摊 (ZTOL)	原材料价格调整 (ZRMS)	实验费摊销 (ZTES)	包装费 (ZPAC)	运费 (ZFR)	代理费 (ZMIS)	计划协议当前净价	货币
Part number	Part name (CN)	Part name (EN)	ZG S Code	Plant	Incoterm	Packaging cond	Mo Q	Order unit	Price valid from	Price valid to	Basic price (PB00)	Tool amortization (ZTOL)	RM Surcharge (ZRMS)	Test Amortization (ZTES)	Packing cost (ZPAC)	Freight cost (ZFR)	Agency fee (ZMIS)	SA Net Pr. Cur.	currency
A9606602340	座椅底座	LU LU SEAT CONSOLE	004	5981	FCA		0	PC	20230101	20231231	81.16	26.4	3.94	0.00	0.00	0.00	0.00	111.5	CNY
A9606602340	座椅底座	LU LU SEAT CONSOLE	004	AS	DAP		2	PCs	20230101	20231231	81.16	0.00	3.94	0.00	7.00	3.00	0.00	95.1	CNY

工厂	国际贸易条款	国贸条款位置
Plant	Incoterm	Incoterm Location
5981	FCA	Industrial Park of Liucun Town, Changping District, Beijing, China
AS	DAP	After-sales warehouse, Pinggu, Beijing

Implemented raw material price in RMB per ton: 原材料实施的新价格按 RMB/吨

Part number 零件号	GROSS Weight (in kg)毛重	New RM price in RMB/t—Avg. Jan to Jun 2022 基于 2022 年 1 月到 6 月的新原材料平均价
A9606602340	5.88	6370

Remarks 备注:

Above parts price is the price without tax, supplier need to submit VAT invoice of 13% tax rate. The billing invoice must contain all information required by the Chinese tax law and regulation.

以上零件价格为不含税单价，供应商需开具 13%的增值税专用发票。发票必须包含中国税收法律法规所要求的所有信息

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