

编号: **KAMC4VT22-034**

REF.

模具供货框架协议

FRAMEWORK AGREEMENT FOR TOOLING SUPPLY

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.**)

2022年12月22日

Date**2022/12/22**

索引

INDEX

第一条:	定义
Article 1:	Definitions
第二条:	合同价格及付款范围
Article 2:	Contract Price & Scope of Payment
第三条:	合同及计量单位
Article 3:	Contract & Units
第四条:	专利权
Article 4:	Patent Right
第五条:	保密
Article 5:	Confidentiality
第六条:	不可抗力
Article 6:	Force Majeure
第七条:	合同的修改
Article 7:	Modification
第八条:	违约责任
Article 8:	Liability for Breach
第九条:	争议解决及合同终止
Article 9:	Dispute Resolution and Termination
第十条:	索赔
Article 10:	Claim
第十一条:	模具（或工装夹具）的所有权
Article 11:	Ownership of Tooling (or Tooling Fixture)
第十二条:	无偿使用
Article 12:	Uncompensated Use
附件 1:	一汽-大众固定资产标牌
Appendix 1:	Nameplate of FAW-Volkswagen Fixed Assets
附件 2:	补充合同模具（或工装夹具）及价格清单（样例）
Appendix 2:	Tooling (or Tooling Fixture) and Price List under the Supplemental Contract (Sample)

第一条： 定义

Article 1: Definitions

本合同中，下面概念应解释为：

The following Terms and Words used in the Contract shall have specific meanings as follows:

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。

1.1 “Contract” means an agreement concluded by/between Party A and Party B hereunder, including any appendixes and documents relating to the supply and lending of the Tooling herein.

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。

1.2 “Contract Price” means the total sum that shall be paid by Party A to Party B hereunder, provided that, Party B, fully and properly, performs all its obligations under the Contract.

1.3“合同产品”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。

1.3 “Products” means any tooling, instruments, spare parts, drawings, user manuals, technical documents, materials and components provided and supplied by Party B hereunder, as requested by Party A.

1.4“合同期限”意为，本框架合同自双方签字之日起生效，合同有效期限截止日为该框架合同下的补充合同中对应车型产品 EOP 之后 10 年。针对与乙方之前签署的合同，以下简称为“原合同”。在签订框架合同之后，如原合同仍在有效期内，其中与本框架合同中的不一致项及未尽事项，需参照本框架合同内容执行；原合同已超过三年有效期的，在签订本框架合同之后，自动作废。

1.4 “Term” means a period from the date on which the Contract becomes effective upon execution by both parties (Commencement Date), until the tenth anniversary after the End Date of Production (EOP) of corresponding Model under the Supplemental Contract (Termination Date). For the purpose of any contract previously executed with Party B (hereinafter referred to as the “Original Contract”), in case, upon execution of the Contract, the Original Contract remains effective and valid, any inconsistencies between the Contract and the Original Contract, or any uncovered matters therein shall be subject to the provisions under the Contract; in case the three-year term of the Original Contract expires, the Original Contract will be automatically invalidated and terminated upon execution of the Contract.

第二条： 合同价格及付款范围

Article 2: Contract Price and Scope of Payment

合同价格首先应以审批金额为基准，具体金额需详见《补充合同 附件 2 中的模具（或工装夹具）及价格清单》。

The Contract Price shall be based on the Approved Amount, being subject to the specific amount in the Tooling (or Tooling Fixture) and Price List under the Supplemental Contract set forth in Appendix 2 hereto.

2.1 模具（或工装夹具）及价格清单应与发包定点时的清单范围一致，如发包定点时无模具清单，则清单范围需包含乙方为甲方生产该零件所投资的专用全套完整模具及工装夹具。

2.1 The Tooling (or Tooling Fixture) & Price List shall be consistent with the scope said in the Tooling List at time of Nomination. Where no Tooling List is made available at the Nomination, the said scope shall be inclusive of a full range of all the Tooling and Tooling Fixture special for the parts that Party B produces for Party A.

2.2 个别模具需要进行分批次付款支付，不能按审批金额一次支付。

2.2 The payment for individual Tooling may be made by installments, rather than made in one-off manner as per the Approved Amount herein.

第三条： 合同及计量单位

Article 3: Contract & Units

3.1 合同 2 份原件，双方各执 1 份合同原件。

3.1 The Contract is made in duplicate, and each Party holds one.

3.2 所有计量单位将是公制。

3.2 All the measuring units shall be metric units hereunder.

第四条： 专利权

Article 4: Patent Rights

乙方将保障甲方免于由于使用合同产品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。

Party B will defend and hold Party A harmless from any claim against Party A by any third party for any patent, industrial property right or trade mark infringement arising from the use of Party B's Products. Party B will bear all the possible legal and economical liabilities arising out of any third party's claim against Party A, if any.

第五条： 保密

Article 5: Confidentiality

5.1 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。

5.1 Party B or its agent is prohibited to lose, re-produce or disclose any Technical Documents (including any modification or enhancement thereto) to any third party without Party A's consent. All the Technical Documents provided by Party A shall be returned to Party A, upon completion of use.

5.2 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。

5.2 The Technical Documents designed by Party B for Party A will be returned to Party A, and shall not be copied or disclosed to any third party.

5.3 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。

5.3 If any third party intends to read, take reference, or re-produce Party A's Technical Documents or requests Party B to re-produce the same Tooling, Party B shall not permit to do so unless obtaining Party A's written consent.

5.4 任何泄密事件都将认为是公司行为。

5.4 Any disclosure will be deemed as a disclosure by relevant party as an entity herein.

5.5 对“保密”的有效期的要求是合同有效期及合同终止后十年。

5.5 The Confidentiality provisions shall remain valid during the Term and within ten years after the Termination Date hereto.

5.5 如因乙方违反本条保密之规定，造成甲方损失，则乙方应当赔偿甲方由此造成的损失，或者按照合同标的额的 30% 承担违约责任，以较高者为准。

5.5 In case of any losses to Party A, arising from Party B's violation of the Confidentiality provisions herein, Party B shall pay Party A (whichever is higher) (i) the sum of losses; or (ii) 30% of the value of the subject hereunder.

第六条： 不可抗力

Article 6: Force Majeure

6.1 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。

6.1 Where any party suffers any Force Majeure, in time of executing the Contract, including but not limited to war, fire, typhoon, flood and earthquake, etc., the Contract Term will be extended accordingly by the

same time of length as the duration of the said Force Majeure. Force Majeure refers to any unforeseeable event in time of executing the Contract, which contingency and impact are inescapable and insurmountable.

6.2 受灾一方在最短的时间里通知另一方不可抗力力的发生，并在十四天内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。

6.2 The affected party shall notify the other party of the occurrence of Force Majeure ASAP and immediately upon the occurrence of Force Majeure, and present the other party the supporting documents issued by the relevant authority, certifying the occurrence of Force Majeure, within 14 days. If the Force Majeure continues for more than one hundred and twenty days, both parties shall conclude an agreement on the further performance of the Contract through friendly negotiation, provided that the said agreement shall also be concluded within a reasonable time of period.

第七条： 合同的修改

Article 7: Modification

除双方签字同意外，不允许任何一方对合同条款进行修改。

Neither party is allowed to modify the terms and conditions of the Contract unless signed and agreed by both parties.

第八条 违约责任

Article 8: Liability for Breach

如因乙方违反本条合同之规定，造成甲方损失，则乙方应当赔偿甲方由此造成的损失，或者按照合同标的额的 30%承担违约责任，以较高者为准。

In case of any losses to Party A, arising from Party B's violation of the Confidentiality provisions herein, Party B shall pay Party A (whichever is higher) (i) the sum of losses; or (ii) 30% of the value of the subject hereunder.

第九条： 争议解决及合同终止

Article 9: Dispute Resolution and Termination

任何有关合同或有关合同的终止、使合同失效所产生的争议、或索赔按照中华人民共和国的法律由长春市法院管辖。

Any dispute or claim arising from the Contract or termination or invalidation of the Contract shall be submitted to the Court in Changchun City for further ruling pursuant to the laws of the People's Republic of China.

在合同有效期内，双方协商一致可以提前解除本合同，但是不影响乙方在合作期间对应车型产品 EOP 之后 10 年产品的供应。

During the Term of the Contract, both parties may terminate the Contract in advance if they agree to do so through negotiation, provided that the termination does not affect the supply of the products within 10 years after the EOP of corresponding model during the cooperation period hereto.

第十条： 索赔

Article 10: Claim

10.1 如果乙方对合同产品有任何损坏，应该承担全部维修费用并负全责。如果乙方使用合同产品过程中对第三方造成损害，乙方应该承担全部费用并负全责。

10.1 Party B shall bear all expenses and full liabilities for any damage to the Products herein, on the part of Party B, if any. Party B shall bear all expenses and full liabilities for any damage to any third party arising during the process of using the Products by Party B, if any.

10.2 乙方必须提供完整工序模具清单及产品（清单范围由甲方确认之后不得随意变更），如果甲方验收时发现乙方提供模具清单不符合要求（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属于甲方的模具资产等情况），则要求乙方补全全部完整工序的相关合同产品，并按虚报或漏报的实际金额三倍赔偿甲方，甲方按一次性扣除货款方式执行。

10.2 Party B shall provide the complete process tooling list and Products (the list shall not be changed upon approval by Party A). If Party A becomes aware of any violation in the list provided by Party B hereunder (including but not limited to inclusion of any items outside Party A's investment scope therein, inclusion of any items having not actually occurred therein, or Party B's failure in fully providing the tooling assets that shall belong to Party A), Party A may request Party B to make up the relevant Products for complete processes and pay Party A the compensation amount by THREE HUNDRED PERCENT of actually omitted or overstated amount thereto, in which case, such the compensation amount shall be deducted by Party A from any payables for the Products hereunder in one-off manner.

10.3 合同产品包含乙方自行投资复制的合同产品以及产品相关技术文件，只能用于乙方生产甲方所规定的零件，乙方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及技术文件。如乙方违反此条款，则乙方除向甲方支付合同产品总价值 4 倍的违约金外，还需赔偿甲方金额为乙方为第三方所生产零件数量乘以批量供货价 4 倍的违约金。同时，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。

10.3 The Products hereunder are inclusive of any Products and related Technical Documents that Party B re-produces on its own costs and shall be used only for Party B's production of parts as Party A may specify, and Party B is prohibited to provide/produce Products or related spare parts and Technical Documents for any party other than Party A. If Party B violates the said clause, Party B shall, in addition to pay Party A liquidated damages of FOUR HUNDRED PERCENT of the total value of the Products herein, compensate Party A additional liquidated damages being equal to FOUR HUNDRED PERCENT of the product of (i) *the quantity of parts produced by Party B for a third party*, multiplied by (ii) *the batch supply price thereof*, in which case, Party A may terminate this Contract and further claim for any losses to Party A arising from such provision or production by Party B.

10.4 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。

10.4 In case of any missing of Party A's Tooling arising from Party B's improper storage, Party B shall be liable to compensate Party A.

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。

If any Tooling becomes lost or missing before EOP, Party B shall re-produce a set of the same Tooling according to Party A's requirements and instructions.

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，乙方可以按照不少于资产原值（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。

If any Tooling becomes lost or missing after EOP, Party B may compensate at least 5 % of the original value of the same Tooling (the Tooling price agreed in the Tooling Supply Contract) without re-producing the same, however, provided, that Party A acknowledges no demand for spare parts thereto; otherwise, Party B is still obligated to re-produce the same.

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。由此产生的所有费用，均由乙方承担。

And, after the Tooling becomes lost, Party B shall be liable / responsible for the supply of Party A's parts and normal production of spare parts. All and any expenses arising therefrom shall be borne by Party B.

10.5 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。

10.5 Party B shall compensate Party A for all losses arising from its failure in providing Products within the specified scope and in accordance with the provisions of the relevant Supply Contract on the part of Party B.

10.6 上述所有索赔款（赔偿款），乙方需在甲乙双方信息确认 60 天内执行生效，向甲方进行支付。如超期未支付，甲方可以直接从乙方货款中扣除。乙方应对迟交索赔款（赔偿款）引起的一切法律后果承担责任。如果货款不足，甲方保留诉讼权利。

10.6 Party B shall enforce all amount of claim (compensation) within 60 days upon confirmation of

information by Party A and Party B, and make payment to Party A. If beyond the time limit, Party A will directly make such deductions from payment for goods. Party B shall be liable for all legal consequences arising from late payment of claim (compensation).

第十一条： 模具（或工装夹具）的所有权

Article 11: Ownership of Tooling (or Tooling Fixture)

合同中的产品，其财产所有权为甲方所有。所有权确认和交接参照《补充合同 附件 2： 补充合同模具（或工装夹具）及价格清单》。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。

Party A is and will be the owner of the Products hereunder. The ownership determination and handover shall be subject to Appendix 2: Tooling (or Tooling Fixture) and Price List under the Supplemental Contract. Without Party A's written consent, Party B shall not use the Products to manufacture any parts for any third party. In addition, Party B shall not move/transfer the Products to any other sites without Party A's written consent.

11.1 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。不得干涉甲方对模具的处置权。

11.1 Party B shall not pawn, mortgage, transfer, or otherwise use the Products herein. Party B shall not interfere with Party A's right to dispose of the Tooling.

11.2 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。

11.2 In the event of legal enforcement measures related to the Products, Party B shall promptly notify Party A and state to the relevant authorities taking the measures the fact that Party A is the owner of the Products.

第十二条： 无偿使用

Article 12: Uncompensated Use

12.1

12.1.1 甲方将提供《补充合同 附件 2： 补充合同模具（或工装夹具）及价格清单》中所列的合同产品给乙方无偿使用，但是该合同产品的所有权属于甲方，乙方只是使用但是无权处分该合同产品。

12.1.1 Party A will provide Party B with the Products listed in Appendix 2 for use in free-of-charge, provided that the ownership of the Products belongs to Party A, and Party B is only entitled to the right to use the Products, other than the right to dispose of the Products.

12.1.2 合同产品由乙方负责安装、调试和生产。

12.1.2 Party B shall be responsible for installation, commissioning and production of the Products.

12.2

12.2.1 乙方有责任对合同产品进行维护及保养以及保存，费用由乙方承担。

12.2.1 Party B is obligated to maintain, repair and store the Products at Party B's expenses and costs.

12.2.2 合同产品的备件及易损件应由乙方自行负责解决。

12.2.2 The spare parts and wearing parts for the Products shall be on the account of Party B.

如果需要进行模具变更（包括更改及位置变化），乙方必须得到甲方的书面同意，才可进行此类变更。

Where Party B intends to change any Tooling (including modification or changes in positions), Party B shall obtain Party A's written consent before such change is made.

12.3

12.3.1 乙方应配合甲方定期进行对合同产品盘点查验工作（包括书面盘点以及现场查验），准确提供甲方要求的全部数据信息。

12.3.1 Party B shall cooperate with Party A in regular inventory check of Products (including written inventory check and on-site check) and accurately provide all data and information as required by Party

A.

12.3.2 如甲方要求将合同产品在乙方处进行报废处理，则乙方应配合甲方以及甲方所委托第三方，对合同产品进行妥善处理。

12.3.2 If Party A requests to destroy any of the Products at Party B's site, Party B shall cooperate with Party A and any third party entrusted by Party A in doing so properly.

而位于国外的模具（包括所有资料），乙方有两种方案进行选择：

With respect to any Tooling located abroad (including all materials), Party B may:

其一，甲乙双方，可以通过协商达成一致，乙方按合同协议价格进行一次性买断（不少于合同价格的 5%）；
其二，乙方将模具发往国内指定地点，并规范卸货，乙方应承担风险和费用。

either (i) buy out the Tooling in one-off manner, at a price as Party A and Party B may agree through negotiation (not less than 5 % of the Contract Price) or; (ii) ship the Tooling to the designated site within China and unload the same properly, in which case Party B shall bear any risks and expenses arising therefrom.

12.3.3 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。

12.3.3 If the Products are not returned by the date as Party A may require, Party A may recover the Products at any time at Party B's expenses. In addition, Party B shall be liable for all legal consequences arising from the late return of the Products.

甲方：一汽-大众汽车有限公司

Party A: FAW-Volkswagen AUTOMOTIVE CO., LTD.

甲方代表：_____

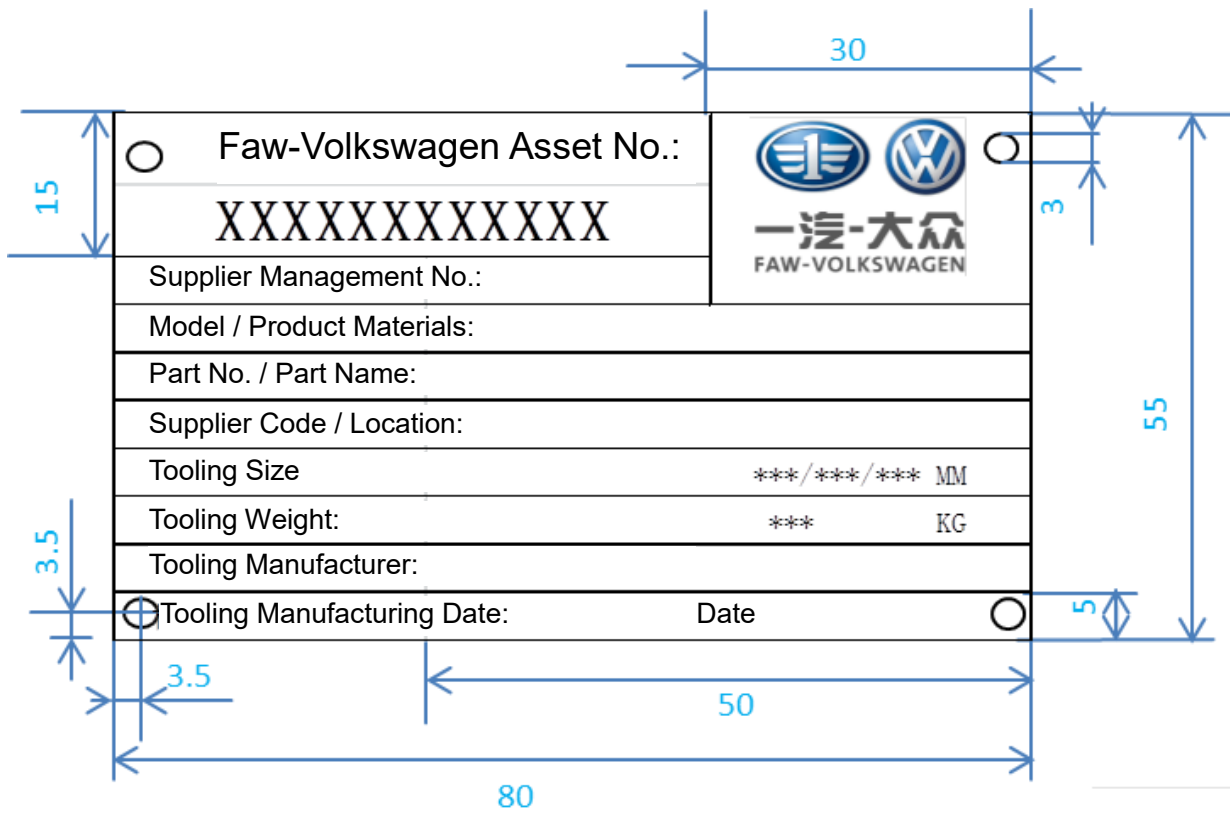
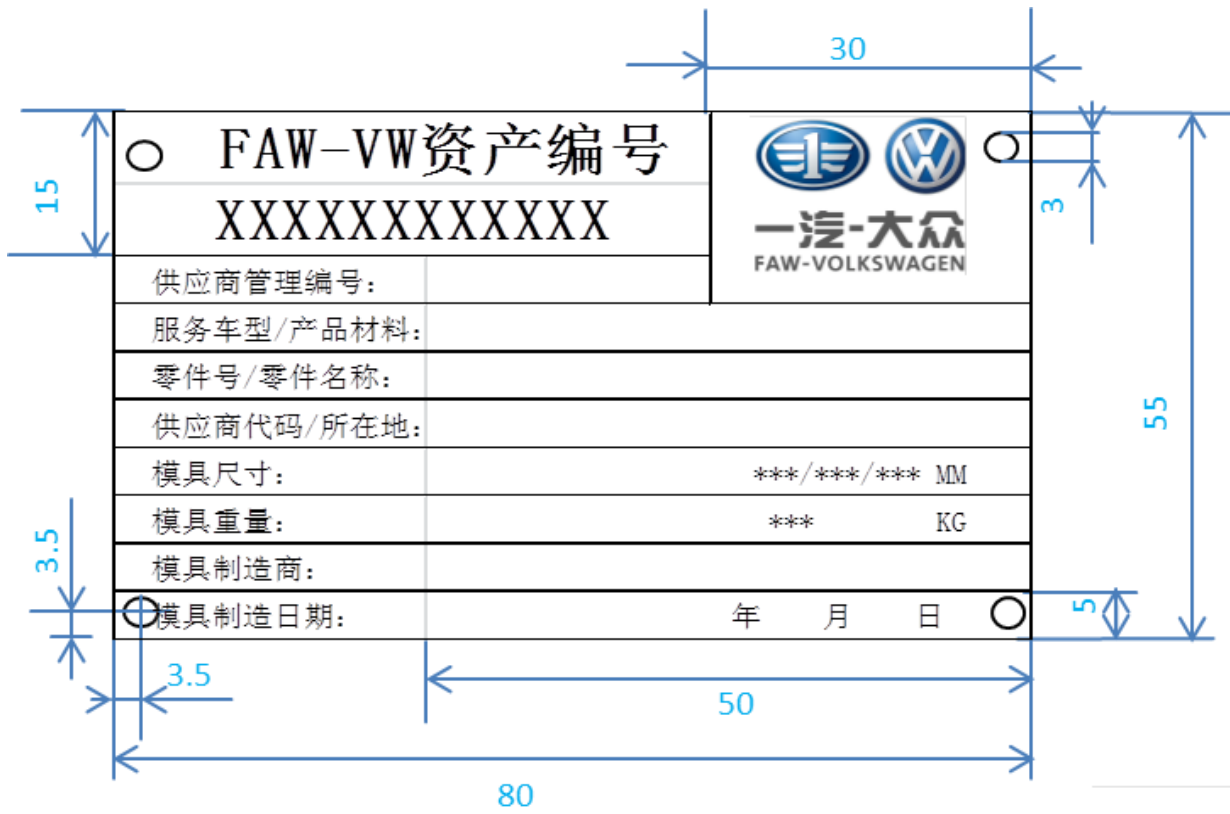
乙方：**成都光华智能汽车部件有限公司**

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

乙方代表：_____ (签字+公章)

附件 1: 一汽-大众固定资产标牌

Appendix 1: FAW-Volkswagen Fixed Assets Nameplate



附件 2: 补充合同 模具 (或工装夹具) 及价格清单(样例)

Appendix 2: Tooling (or Tooling Fixture) and Price List (Sample)

附件2: 补充合同 模具 (或工装夹具) 及价格清单(填写样例)
Appendix 2: Tooling (or Tooling Fixture) and Price List (Sample)

零件号 part No.	零件名称 Part Name	模具名称 Tooling Name	模具编号 Tooling No.	投资金额Amount (人民币RMB)	模具生产厂 Tooling Manufacturing Plant	尺寸 dimensions (毫米/mm)	重量Weight (千克/KG)	模具使用厂 tooling location	应用车型 Carline

备注: 此清单中的模具 (或工装夹具), 所有权均归甲方所有
Remarks: Party A shall be the owner of the Tooling (or Tooling Fixture) said in this List.

甲方: 一汽-大众汽车有限公司
Party A: FAW-Volkswagen AUTOMOTIVE CO., LTD.

甲方代表: _____(采购员)

乙方: _____
Party B: _____

乙方代表: _____(签字+公章)