

编号: **KAMC4VT22-046-MP2-4698281348**

REF:

模具供货补充合同 Supplementary Contract

针对甲乙双方签订的《模具供货框架协议》(编号 **KAMC4VT22-034**), 签订如下补充合同:

With respect to and in reference to the Framework Agreement numbered as **KAMC4VT22-034** for Tolling Supply between/by the following parties, the following Supplementary Contract is hereby executed

本合同一方为:

BETWEEN:

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。

FAW-Volkswagen AUTOMOTIVE CO., LTD. (hereinafter referred to as Party A), a joint venture limited liability company legally established and existing under the Chinese laws, with the domicile: Dongfeng Avenue, Luyuan District, Changchun City, Jilin Province.

本合同另一方为:

AND:

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 **四川省成都市龙泉驿区柏合镇合志西路 77 号**

Chengdu Guanghua Intelligent Automobile Parts Co.,LTD. (hereinafter referred to as Party B), a legal entity established and

legally existing under the Chinese laws,with its domicile:**No. 77, Hezhi West Road, (Baihe Town, Longquanyi Dist. Economic and Technological Development Zone), Chengdu,Sichuan Province**

乙方声明, 于本合同订立时, 如乙方是《保障中小企业款项支付条例》中所规定的中小企业请在方框内选 。

Party B declares that at the time of signing this contract, If Party B is a small and medium-sized enterprise specified in the regulations on the protection of payment for small and medium-sized enterprises, please tick "" in the box.

合同对应车型为: **MP2**

The Model corresponding to the Contract is:MP2

合同对应产品名称为: **外后视镜**

The Product name corresponding to the Contract is:Exterior mirror

合同总金额: **267500**RMB(不含税价格)

Total Contract Amount: RMB**267500**(excluding tax)

合同对应模具 (或工装夹具) 及价格清单, 详见附件 2.

Tooling (or Tooling Fixture) and Price List under the Supplemental Contract, please refer to appendix 2.

补充合同的签定, 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。且乙方已完成对该订单下所有对应模具生产商的款项支付。如因乙方未完成对模具生产商付款, 而产生任何纠纷问题, 将由乙方承担。

The execution of the Supplementary Contract shall be conditional on Party A's final approval and acceptance on the Products produced by Party B for Party A using this Tooling herein. Party B has made full payment to all corresponding tooling producers of this order. Any dispute arising from Party B's failure to make payment to the tooling producers shall be settled by Party B.

甲方依照合同中的产品从批量供货之日起，开始验收。验收周期为 3 个月。

Party A shall accept the products in accordance with the contract from the date of batch supply. The acceptance period is 3 months.

批量供货是指甲方、乙方在零件供货系统中按流程完成交货。批量供货日期是指甲方在项目过程中向乙方发出批量供货需求的日期。验收是指甲方在甲方验收系统中按流程完成验收，验收过程中需要乙方配合完成，此过程中如因乙方原因导致甲方未能在 3 个月之内完成验收，甲方不承担相关的任何责任。乙方需在合同产品上，附上甲方要求样式的一汽大众固定资产标牌，标牌样式参照框架协议附件 1 所示，标牌费用由乙方承担。

Batch supply means that Party A and Party B complete the delivery according to the process in the parts supply system. Batch supply date refers to the date when Party A issues batch supply demand to Party B in the process of the project. Acceptance means that Party A completes the acceptance according to the process in Party A's acceptance system, and Party B needs to cooperate in the process of acceptance. In this process, if Party A fails to complete the acceptance within 3 months due to Party B's reasons, Party A will not bear any responsibility. Party B shall attach FAW-VW fixed assets signs of the style required by Party A to the contract products. The style of the signs shall refer to Annex 1 of the framework agreement, and the cost of the signs shall be borne by Party B.

验收合格后，乙方依据采购订单的品种、数量及价格在 90 天内向甲方开据全额增值税发票。因乙方未按照本合同约定按时开具并送达足额且合法有效的发票造成甲方损失，相关损失将由乙方承担。

After the acceptance, Party B shall issue a full VAT invoice to Party A within 90 days according to the variety, quantity and price of the purchase order. If Party B fails to issue and deliver the full amount of legal and effective invoice in accordance with the contract, the relevant losses will be borne by Party B.

接到乙方发票后，甲方应根据以下情况进行付款：如有《外协件批量认可报告》，甲方在接到乙方发票之日起 90 天内将货款一次性支付给乙方；若无《外协件批量认可报告》，甲方应在接到乙方发票之日起 90 天内向乙方支付合同总价格的 90% 货款，待有《外协件批量认可报告》后，乙方在《外协件批量认可报告报告》出具后的 30 日之内提出尾款申请，甲方在收到乙方尾款申请之日起 90 天内将 10% 尾款支付给乙方。

After receiving the invoice from Party B, Party A shall make payment according to the following conditions: if there is 《KT Serienfreigabenbericht》, Party A shall pay the payment to Party B in one lump sum within 90 days after receiving the invoice from Party B; if there is no 《KT Serienfreigabenbericht》 Party A shall pay 90% of the total contract price to Party B within 90 days after receiving the invoice from Party B, After the 《KT Serienfreigabenbericht》 is available, Party B shall apply for the balance payment within 30 days after the report is issued, and Party A shall pay 10% of the balance payment to Party B within 90 days after receiving the balance payment application from Party B.

本补充协议于双方签署后生效，有效期与主合同保持一致，具有同等法律效力。

This supplementary Contract shall come into force after being signed by both parties, and its validity shall be consistent with that of the main contract, with the same legal effect.

甲方：一汽-大众汽车有限公司

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

甲方代表：_____ (签字)

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 2: 补充合同 模具 (或工装夹具) 及价格清单

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

序号 No.	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 Location	应用车 型 Carline
1	5CG 857 501 M/5CG 857 502 F	下镜壳-左/ 右	左右下镜壳	RCS0243- 01	217,500	台州市黄岩佩雷 希模具有限公司	1050*570*776	2,250	河北光华荣昌汽车 部件有限公司	MP2
2	5CG 857 501 N/5CG 857 502 G	摄像头转换 片-左/右	摄像头转换 片	RCS0243- 02	50,000	台州市黄岩佩雷 希模具有限公司	510*380*476	450	河北光华荣昌汽车 部件有限公司	MP2

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: 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)