

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

*Phone 电话*  
[150 1126 4753]

*Buyer 采购员*  
[Sun Chun]

*Date 日期*  
[2023-02-10]

**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" or "Party A" –  
– 以下简称“BFDA”或“甲方” –

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", "Supplier" or "Party B" –  
– 以下简称“合作伙伴”,“供应商”或“乙方” –

- 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 Contract") 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 receiving 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 01.02.2023 and ends on 31.12.2023. The 8 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 02 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：

- Supply Agreement H6 Part, if existing. However, the provisions governing prices, level of technological development, or part/item numbers in this agreement (Annual Contract H6 Part) shall take precedence over the provisions in the Supply Agreement H6 Part;
- H6 零件供应协议（如果存在）。但是，如果本协议（H6 零件年度合同）包含有关价格、技术发展水平或零件/项目号的条款，其优先于 H6 零件供应协议中的条款；
- this Agreement (Annual Contract H6 Part);  
本协议（H6 零件年度合同）
- 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 Compliance with Laws 法律合规

The Parties hereby confirm that they are aware of the Applicable Laws, and, in connection with the activities of the Parties related to this Agreement, Partner hereby commits to strict compliance with such Applicable Laws and makes the following representations and warranties as of the date of this Agreement and for the duration of this Agreement in connection with its activities related to this Agreement:

双方在此确认均了解适用法律，并且，就双方与本协议有关的活动，合作伙伴在此承诺将严格遵守这些适用法律，并作出以下陈述和保证：在本协议签订日期及本协议有效期内，其与本协议有关的活动：

- 7.1 Party B guarantees that it will comply with all applicable laws relating to the activities to be conducted under this agreement, in particular the Criminal Law of the People's Republic of China and related judicial interpretations, the Anti-Unfair Competition Law of the People's Republic of China, the US Foreign Corrupt Practices Act, and the bribery prohibition terms in the UK Bribery Act.

乙方保证其将遵守所有与本协议项下拟进行活动有关的适用法律，尤其是《中华人民共和国刑法》及相关司法解释、《中华人民共和国反不正当竞争法》《美国反海外腐败法》、《英国反贿赂法案》中关于禁止贿赂的规定。

- 7.2 Party B states and guarantees that it will not directly or indirectly provide compensation, reimbursement or any other benefit to any government official (including personnel of state-owned enterprises and institutions) to influence their conduct or to obtain or maintain an undue advantage in connection with Party A's business.

乙方声明并保证不直接或间接地向任何政府官员（包括国有企事业单位人员）提供报酬、报销或任何其他利益以影响其行为，或获得或保持与甲方业务相关的不当优势。

- 7.3 Party B guarantees that Party B and its personnel will not directly or indirectly promise or pay any bribes or other improper benefits to Party A's personnel or their relatives. If Party B finds any form of soliciting and accepting bribes by Party A's personnel, Party B shall report to Party A (address for letters and visits: Legal Compliance Department, No. 21, Hongluodong Road, Huairou District, Beijing; telephone number for reporting: 010-60678800; email address for reporting: [ftdm\\_bpo@bfdacn](mailto:ftdm_bpo@bfdacn)).

乙方保证，乙方及其人员不向甲方人员或其亲属直接或间接允诺、给付任何贿赂或其它不正当利益。若乙方发现甲方人员有任何形式的索贿受贿行为，乙方应向

甲方举报（来信、来访地址：北京市怀柔区红螺东路 21 号法律合规部；举报电话：010-60678800；举报电子邮箱：ftdm\_bpo@bfda.cn）。

- 7.4 Unless otherwise specified in this agreement, Party B shall not assign any of its rights, liabilities or obligations under this agreement (including payments due or to become due), in whole or in part, to any third party without Party A's prior written consent.

除非本协议另有规定，未经甲方事先明确书面同意，乙方不得将本协议项下的任何权利、责任或义务（包括到期付款或即将到期的付款）全部或部分转让给任何第三方。

- 7.5 Party B agrees, if Party A believes that Party B may have breached any of its representations, warranties or obligations under this agreement based on reliable information (including but not limited to statements of third parties, news reports from reliable sources), Party A or a third party employed by Party A shall have the right, upon reasonable advance notice, to review documents and materials, including accounting books and records, relating to the performance of this agreement, provided that the review shall be strictly limited to the work described in this agreement and shall be for compliance review purpose only.

乙方同意，若甲方基于可靠信息（包括但不限于甲方认为可以信赖的第三方声明、来源可靠的新闻报告等）认为乙方可能已经违反其在本协议项下的任何陈述、保证或义务，经甲方给予提前合理时间通知，甲方或其聘请的第三方有权就与本协议履行相关的文档和材料，包括会计账簿和记录，进行审查，但审查应严格限于本协议所述工作范围且应仅为合规审查目的。

- 7.6 Party B agrees, if Party A believe in good faith that Party B has breached one or more of its obligations, statements or warranties in Articles 1 through 3 for good cause (including but not limited to statements of third parties, news reports from reliable sources), Party A may terminate this agreement by written notice at any time prior to the date of its formal termination, with immediate effect, and without incurring liquidated damages or paying compensation for such termination.

乙方同意，如果甲方基于正当理由（包括但不限于甲方认为可以信赖的第三方声明、来源可靠的新闻报告等）善意相信乙方违反了本合规条款第 1 条至第 3 条中所规定的一项或多项义务、声明或保证，甲方可以在协议正式终止日期到来前

的任何时间以书面通知方式终止本协议，终止立即生效，且无需为该终止承担违约金或支付赔偿。

- 7.7 Party B agrees to notify Party A immediately when becoming aware that it is being investigated by law enforcement or regulatory authorities, government agencies, international organizations, stock exchanges or non-governmental organizations for conduct related to this agreement, and for violations of laws relating to anti-corruption.

乙方同意，如其发现其因与本协议相关的行为正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，应立即通知甲方；此外，如乙方发现其因违反反腐败相关法律而正被执法或监管机关、政府机构、国际组织、证券交易所或非政府组织调查，无论被调查行为是否与本协议相关，应立即通知甲方。

## 8 Governing Law and Dispute Resolution 管辖法律与争议解决

### 8.1 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。

### 8.2 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。

## 9 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。

20210000302-202338

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) :

\_\_\_\_\_  
By (signature):  
授权代表人 (签名) :

\_\_\_\_\_  
Name (block letters):  
姓名 (正楷大写)

\_\_\_\_\_  
Name (block letters):  
姓名 (正楷大写)

\_\_\_\_\_  
Senior Manager Procurement  
高级采购经理

\_\_\_\_\_  
Buyer Procurement  
采购

\_\_\_\_\_  
Beijing 北京,  
Place, Date:  
地点, 日期:

\_\_\_\_\_  
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)	ZGS 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)	包装费 (ZPAC)	运费 (ZFRC)	计划协议当前净价	货币
Part number	Part name (CN)	Part name (EN)	ZGS Code	Plant	Incoterm	Packaging cond	MoQ	Order unit	Price valid from	Price valid to	Basic price (PB00)	Tool amortization (ZTOL)	RM Surcharge (ZRMS)	Packin g cost (ZPAC)	Freight cost (ZFRC)	SA Net Pr. Cur.	curren cy
A9606602340	座椅底座	LU LU SEAT CONSOLE	004	5981	FCA	2	0	PC	20230201	20231231	81.16	26.40	-2.99	0.00	0.00	104.57	CNY
A9606602340	座椅底座	LU LU SEAT CONSOLE	004	AS	DAP	1	2	PCs	20230201	20231231	81.16	0.00	-2.99	7.00	3.00	88.17	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

### Remarks 备注:

1. 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。

Packaging cost type in SAP include: 1. One-way package. 2. Returnable package (one-way inner package) 3. Have package, including in piece price 4. Not relevant.

SAP 里的包装类型包含: 1. 一次性包装。2. 可循环包装 (一次性内衬) 3. 有包装, 含在单价中。4. 无关。

2. Raw Material Cost as of the mean value in 2<sup>nd</sup> half year of 2022 .Price is the average price of this period.

截至 2022 下半年平均的原材料成本，价格指这段时间内的平均价格。

\* RM= Raw  
Material

Part Number	RM type from supplier	Reference platform	Reference Index	RM usage per part	RM price implemented 原材料执行价格			
件号	供应商提供的原材料牌号	参考平台	参考指数	原材料用量/每件	RM fluctuation reference period 参考原材料波动周期	RM price without VAT (RMB)/Ton 未税价格 (人民币)/吨	RM fluctuation reference period 参考原材料波动周期	RM price without VAT (RMB)/Ton 未税价格 (人民币)/吨
A9606602340	QStE420TM-Q/BQB310	Baiinfo	冷板宝钢 DC 01-1.0MM	5.88KG	2022H1	6370	2022H2	5192

3. The reference platform and reference index for future raw material cost adjustment, are used from BFDA.

未来原材料成本调整的参考平台和参考指数来自于 BFDA。

4. Adjustment policy

调整机制

When the reference index provided by BFDA reaches the adjustment threshold, calculate the new part price according to the calculatin logic as below and RM price fluction, new price applied one month later; When the reference index does not reach the threshold, the next adjustment will be based on the raw material price of the last adjustment.

当 BFDA 提供的参考指数达到调整阈值时，按照下述调整公式进行零件价格原材料波动计算，新价格将延迟一个月执行;当参考指数没有达到阈值，下一次调价将以最近一次调价的原材料价格作为历史基准。

Threshold	Period in months
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调整阈值(%)	调整周期(月)
±10%	6

## 5. Calculation logic:

调整公式:

New price 新价格	=	Last contract price 当前合同价	+	Baiinfo index 百川盈孚涨幅	*	RM Gross weight 原材料毛重	*	Last SA RM price 原材料合同内历史价
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