

Ordering Party intends to entrust Contractor and Contractor agrees to toll manufacture or process and provide to Ordering Party the Products (as defined hereunder) for Ordering Party to assemble and manufacture automotive parts and components according to the terms and conditions hereof. 按本合同规定的条款和条件, 定作人有意委托承揽人、承揽人同意接受定作人的委托为定作人加工并向定作人提供产品(定义见下文), 由定作人用于装配和生产汽车零部件。

NOW THEREFORE, the Parties have reached this Contract On Entrusted Processing and its Appendixes (“**Contract**” hereinafter) after discussions according to the Contract Law of the PRC and other relevant laws and regulations. 因此, 双方经协商, 根据中华人民共和国合同法及其他有关法律、法规的规定, 达成本定作合同以及其各附件(以下统称“**本合同**”)。

I -- Contractual Documents 合同文件

- 1.1 The following documents shall form an integral part of this Contract and constitute the entire Contract between the Parties on the subject matter hereof: 下列文件构成本合同不可分割的整体, 且构成双方有关本合同主题的全部协议:
- (1) The main body of this Contract; 本合同主文;
 - (2) The Appendixes hereto; 本合同各附件;
 - (3) Such other effective and binding documents between the Parties related to documents listed above. 双方之间与上列文件有关的其他有效并有约束力的文件。
- 1.2 When signing this Contract, the Parties have fully understood and agreed to the Purchase Order General Terms and Conditions (*No. T&C-Production-20080101-CHINA*) hereto attached as Appendix 1. The Parties agree that each Purchase Order for Samples, Blanket Order and Release (forms in Appendix 3 hereto) to be placed by Ordering Party with Contractor hereunder shall be regarded as having been automatically attached with such Purchase Order General Terms and Conditions as an appendix. It's expressly stated herein that when applying Appendix 1 hereto, “Purchaser” in Appendix 1 refers to “Ordering Party” hereunder and “Seller”, “Contractor” hereunder. 签署本合同时, 双方已完全理解和同意了作为本合同附件一的《采购订单一般条款》(编号:*T&C-Production-20080101-CHINA*)。双方同意, 定作人按本合同规定向承揽人签发的每一样品采购订单、开口订单和要货单/发货通知(格式见本合同附件三), 视为已经自动附带该《采购订单一般条款》作为其附件。兹特别明示, 适用本合同附件一时, 附件一中所指“买方”即指本合同项下“定作人”, 其所指“卖方”即指本合同项下的“承揽人”。

II - Recognition of Contractor 二、承揽人的认定

2.1 Programs and Products 项目和产品

Products to be processed are categorized and managed by Ordering Party by program (herein “Program”) which might include several products or an individual product. The products to be processed by Contractor for Ordering Party hereunder are collectively referred to as “Products”. 定作人按项目(在本合同中简称“项目”)对加工产品进行分类和管理。每个项目可能包括数个或一个产品。承揽人按本合同为定作人加工的产品, 统称“产品”。

The list and prices of the Products to be processed by Contractor for Ordering Party hereunder are detailed in Appendix 2 “Specific Terms for Products” hereto. 承揽人按本合同为定作人加工的产品, 其清单和价格等见本合同附件二“产品特别条款”。

2.2 RFQ 询价

For all, part or any individual of the Products covered by a program (“Program”), Ordering Party may issue at its own discretion an RFQ to the candidate contractors including Contractor. Based on their quotations and such other information on them to Ordering Party's knowledge, Ordering Party will compare at its own discretion their competitiveness in product design and development capability, production capacity, modules and tooling plan, quality management and price, etc. 就一个项目(以下简称“项目”)涵盖的全部、部分或单个产品, 定作人可根据其自己的判断向包括承揽人在内的候选承揽人发出询价单。定作人将基于它们的报价以及定作人知道的其他信息, 自行对它们在产品设计和开发能力、生产能力、模具和工装方案、质量管理、价格等方面的竞争力进行比较。

2.3 Recognition of Contractor 承揽人的认定

- 2.3.1 Contractor shall have satisfied with all of the following conditions before it can be recognized as one of the contractors of certain Products covered by the Program. 承揽人在被认定为项目涵盖的某产品承揽人之一以前, 须满足下列所有条件:
- (1) It is competitive regarding and satisfies all Ordering Party's requirements Product production capacity, modules and tooling plan, quality management and prices, etc.; 其在产品生产能力、模具和工装方案、质量管理、价格等各方面具有竞争力且符合定作人的所有要求;
 - (2) There's no substantial change in Contractor's shareholders structure, management, organization, business, assets or finance; 承揽人在其股东结构、管理层、组织机构、业务、资产或财务方面没有重大变化;
 - (3) Contractor complies with all the terms and conditions contained in the documents already signed by Contractor. 承揽人遵守了其已签署的文件的各项条款和条件。

- 2.3.2 When Contractor is, for the first time hereunder, to be recognized as one of the suppliers of Ordering Party of certain Products covered by the Program, Contractor shall sign all the following documents. Contractor shall be recognized as one of the suppliers of Ordering Party of the captioned Products when these documents come into force: 当承揽人按本协议第一次被认定为项目涵盖的某些产品的供应商之一时, 承揽人应签署下列文件。这些文件生效时, 承揽人即被认定为有关产品的承揽人之一:
- (1) This Agreement and its appendixes 本协议及其附件;
 - (2) The Specific Terms on Products in the form as attached in Appendix 2 hereto 格式如本协议附件二《产品特别条款》;
 - (3) Such other documents to be signed by Contractor as required by Ordering Party 定作人要求承揽人签署的其他文件。

For each recognition after the first time, Contractor only needs to sign the following documents each time. Contractor shall be recognized as one of the contractors of Ordering Party of the captioned Products when these documents come into force: 对于第一次认定后的各次认定, 承揽人每次只须签署下列文件。这些文件生效时, 承揽人即被认定为所涉产品的承揽人之一:

- (1) The Specific Terms on Products in the form of Appendix 2 hereto. Once signed by the Parties, the Specific Terms on Products shall become an appendix and supplement to this Agreement and shall be automatically governed by and implemented according to this Agreement. 格式如本协议附件二的《产品特别条款》。任何《产品特别条款》一旦由双方签署, 即成为本协议的附件和补充, 自动受本协议的约束并按其执行。
- (2) Such other documents to be signed by Contractor as required by Ordering Party; 定作人要求承揽人签署的其他文件。

2.4 It's expressly agreed by the Parties that 双方明确同意:

- (1) **Prior to Ordering Party's recognition of Contractor as one of Ordering Party's suppliers and the time that Ordering Party issues to Contractor the first Release according to Article 3.3 hereof, any cost or expenses incurred by Contractor related to the Products shall be Contractor's sole risk and solely borne by Contractor and Contractor shall not seek any reimbursement or compensation from Ordering Party, unless otherwise agreed by the Parties in writing.**
在定作人认定承揽人为其供应商之一以及定作人按本协议第 3.3 条向承揽人签发第一份要货单以前, 除非双方另有书面约定, 承揽人发生的与产品有关的任何费用或支出, 都是承揽人单方的风险, 由承揽人单方承担, 承揽人不得要求定作人给与任何报销或赔偿。
- (2) **Even after Ordering Party's official recognition of Contractor as one of Ordering Party's suppliers and the time that Ordering Party issues to Contractor the first Release, Ordering Party will only bear or compensate to Contractor those fees or expenses already accepted by Ordering Party herein or in such other written documents.** 即使在定作人正式确定承揽人为其供应商之一以及定作人按本协议向承揽人签发第一份要货单以后, 定作人只承担或补偿其在本协议或其他书面文件中明示接受的承揽人的费用或支出。

III, Order of Products 三、产品定作

- 3.1 **This Contract or any of its appendixes does not constitute any exclusivity. Ordering Party shall at any time be free to entirely or partly (i) entrust any third parties to process the Products; (2) purchase the Products directly from any third parties; or (ii) manufacture Products in-house, without incurring any liability for breach of contract or indemnification.** 本合同或其任何附件不构成定作人委托承揽人加工产品的任何排他性承诺。定作人在任何时候均拥有下列自由而不需承担任何违约或赔偿责任: (1) 全部或部分委托任何第三方加工产品; (2) 直接从第三方购买产品; 或者 (3) 自己生产产品。

- 3.2 **Contractor agrees and undertakes that during the valid term and after termination hereof, it shall, solely and exclusively manufacture, and supply the Products to Ordering Party. Without the prior written consent of Ordering Party, it shall neither manufacture any Products for and/or supply any Products in any manner, directly or indirectly, to any third party nor in any manner assist or support any their party in, or otherwise get involved in, its manufacture and/or supply of any Products to any other entity.**
承揽人同意并承诺, 在本合同有效期内及终止后, 其应仅为定作人加工并供应产品。未经定作人事先书面同意, 承揽人不得直接地或间接地以任何方式为任何第三方加工和/或供应任何产品, 不得以任何方式直接或间接地协助、支持或参与任何第三方向定作人之外的其他主体制造和/或供应任何产品。

Without prejudice to Article 3.1 above, Contractor guarantees that it will at all times during the lifetime of the Programs as set forth in the relevant Specific Terms on Products meet Ordering Party's requirements for the quantity, quality and delivery time of the Products. 在不影响以上第 2.1 条规定的前提下, 承揽人保证在相关《产品特别条款》所述项目的整个生命周期内, 在数量、质量和交货时间上一直满足定作人对产品的需求。

3.3 Orders 订单

3.3.1 Purchase Order for Samples 样品采购订单

For purchase of prototypes of the Products by Ordering Party from Contractor, Ordering Party will issue to Contractor Purchase Orders for Samples (form attached as Template 1 in Appendix 3 hereto). 定作人从承揽人购买产品样品, 将向承揽人签发本合同附件三所附格式一所列格式的样品采购订单。

3.3.2 Blanket Order 开口订单

Ordering Party will issue to Contractor Blanket Orders only to define the prices for the Products in a given period (usually a year). Unless otherwise amended or supplemented by the Parties, the prices for the Products defined in the Blanket Orders shall be binding upon the Parties for the whole given period. Form of the Blanket Order is enclosed in Template 2 of Appendix 3 hereto.

定作人将向承揽人签发开口订单, 仅对所涉期限(通常为一年)的产品价格进行确定。除双方另有修改或者补充外, 开口订单所确定的产品价格, 在限期内对双方具有约束力。开口订单的格式见本合同附件三的格式二。

3.3.3 Releases 要货单/发货通知

For de factor purchase of Products, Ordering Party will issue to Contractor Releases detailing the names, part numbers, quantities, delivery time and delivery place of the Products. Prices for such Products shall be those as defined in the Blanket Orders or their amendments or supplements. Form of the Release is enclosed in Template 3 of Appendix 3 hereto attached.

对于具体采购, 定作人将向承揽人发送要货单/发货通知, 明确产品的名称、零件号、数量、交货时间以及交货地点。这些产品的价格按开口订单及其修改或补充执行。要货单/发货通知的格式见本合同附件三的格式三。

3.4 Ordering Party may issue a Purchase Order for Samples, a Blanket Order or a Release to Contractor in any of the following ways: 定作人应通过以下任何方式向承揽人签发样品采购订单、开口订单或要货单/发货通知:

(1) By sending an original to Contractor via courier, registered mail or express mail;

通过专人递送、挂号邮件或快递寄送原件;

(2) By such other electronic exchange systems as EDI or SRM. 通过 EDI、SRM 或其他电子交换系统。

Contractor shall confirm the Purchase Order for Samples, the Blanket Order or Release in the same way as Ordering Party issues it or in such other ways as previously confirmed by Ordering Party.

承揽人应采用与定作人寄送样品采购订单、开口订单或要货单/发货通知相同的方式或定作人事先确认的其他方式向定作人确认样品采购订单、开口订单或要货单/发货通知。

IV -- Supply of Materials 四、材料的提供

4.1 Those by Ordering Party 由定作人提供的部分

4.1.1 Materials and packaging for the Products to be provided by Ordering Party are listed in the Specific Terms for Products, form attached as Appendix 2 hereto.

由定作人提供的材料和包装清单, 规定在《产品特别条款》(格式见本合同附件二)中。

Ordering Party may ship to Contractor Ordering Party's materials and packaging by itself or a third party carrier or designate the supplier of the materials and packaging to directly ship them to Contractor. The person shipping the materials and packaging is referred as "Sender" hereinafter.

定作人可以自己或者委托第三方承运人将其材料和包装运送给承揽人, 也可以指示材料和包装的供应商直接将它们运送给承运人。运送材料和包装的人, 在以下称“送货人”。

When receiving the materials and packaging, Contractor shall check their types, quantity and surface quality, immediately at receipt of them. In case of no objection to their types, quantity and surface quality, Contractor shall confirm the Sender's delivery document, with one original so confirmed by Contractor sent to Ordering Party. In case of any objection, Contractor shall reject them and notify Ordering Party within forty eight (48) hours after rejection. 承揽人接收材料和包装时, 应在接收当时对其品种、数量和外观质量立即进行检查。如果对材料和包装的品种、数量和外观质量没有异议, 承揽人应确认送货人的运单, 并向定作人寄送一份承揽人确认过的运单原件。如果存有异议, 承揽人应拒收并在拒收后四十八(48)小时内通知定作人。

In case Contractor fails to confirm the Sender's delivery document for over forty eight (48) hours after receipt of the Ordering Party's materials and/or packaging, Contractor shall be deemed as having confirmed the Sender's delivery document, their types and quantities on the delivery document shall be binding upon Contractor who shall also be deemed as having accepted that their surface quality is accepted without any problem. 承揽人接收定作人提供的材料和/或包装没有确认送货人运单超过四十八(48)小时的, 视为承揽人已经确认该运单, 材料和/或包装的品种和数量以送货人运单为准, 并视为承揽人已经确认其外观无质量问题。

Contractor shall obtain Ordering Party's prior written consent in case Contractor intends to compromise in receipt of the Ordering Party's materials and/or packaging, in which case Contractor shall detail on the Sender's delivery document the problems of the materials and/or packaging as well as the reasons for receipt in compromise. Any receipt by Contractor in compromise without Ordering Party's prior written consent shall be regarded as normal receipt by Contractor who shall be fully responsible for their incorrect types, short in quantities and problems in surface quality.

承揽人准备让步接收定作人提供的材料和/或包装的, 必须经定作人事先书面同意。在这种情况下, 承揽人在送货人运单上须详细注明材料和/或包装存在的问题以及让步接收的原因。未经定作人事先书面同意的任何让步接收视为承揽人正常接收, 承揽人应对材料和包装存在的任何品种差异、数量短少或外观质量问题负全部责任。

4.1.2 Contractor shall properly keep the Ordering Party's materials and packaging in good custody and utilize them and keep them in their original quality and surface and otherwise, shall compensate Ordering Party for any

losses. The wear and tear ratios for materials and packaging provided by Ordering Party are specified in the Specific Terms for Products (form attached as Appendix 2 hereto). Any wear and tear exceeding any of the ratios shall be compensated by Contractor to Ordering Party. 承揽人应妥善保管和使用定作人的材料和包装, 使之一直保持原有的质量和外观, 否则, 应向定作人赔偿损失。材料和包装的损耗率规定在产品特别条款(格式见本合同附件二)中, 超过损耗率的由承揽人赔偿。

- 4.1.3 Before using Ordering Party's materials and packaging, Contractor shall closely inspect their quality and ensure that only those without any quality problem are used in processing. In case it finds out there exist any quality problem in any of them, Contractor shall stop using it and provide to Ordering Party a detailed quality report in writing in one (1) working day and dispose them according to Ordering Party's instructions. In case of any inner quality problems, Ordering Party shall be responsible to replace the related materials or packaging by or entrust Contractor to purchase qualified materials and packaging. In case of any quality problems due to Contractor, Contractor shall compensate to Ordering Party all the losses due thereto. Unless with written consent of and stamped with the Ordering Party's administrative company seal, Contractor shall not use in its processing of the Products any of the materials or packaging with quality problems. 承揽人在使用定作人的材料和包装以前, 应对其质量进行认真检查, 确保用于加工的材料没有任何质量问题。承揽人如发现任何材料或包装有质量问题, 应停止使用并在(1)个工作日内向定作人提出详细的书面质量报告, 然后按定作人的指令进行处理。材料或包装存在内在质量问题的, 定作人负责更换或者委托承揽人购买合格的材料或包装。材料或包装因承揽人方面的原因产生质量问题的, 由承揽人赔偿定作人因此受到的全部损失。除非得到定作人加盖公章的书面认可, 承揽人不得将存在质量问题的材料或包装不得用于加工产品。

In using Ordering Party's materials and packaging for processing of the Products, Contractor shall stick to the "First in, First out" principle and otherwise, Contractor shall be fully responsible for the obsolete or scrapped inventory of the Ordering Party's materials and packaging due to Contractor's breach of the said principle and compensate to Ordering Party the related losses. 在使用定作人材料和包装进行产品加工时, 承揽人应遵守“先进先出”原则, 否则, 承揽人应对因其违反该原则而产品的呆料或废料负全部责任, 并赔偿定作人的相应损失。

- 4.1.4 Contractor shall make and keep accurate and complete daily records of the Ordering Party's materials and packaging related to their inbound delivery, usage, inventory, wear and tear as well as the obsolete and scrapped ones and shall ensure that the daily records are in line with their physical situation. 承揽人应对定作人的材料和包装的进货、使用、库存、损耗、呆料、废料等进行准确完整的记账, 并确保记账和库存实物一致。

If so required by Ordering Party, Contractor shall purchase and use at its own cost an electronic data management system for the daily records and shall ensure that Ordering Party has remote access into such system to supervise and download the daily records. 如果定作人要求, 承揽人应自费配备使用承揽人要求的电子数据管理系统进行上述记账, 确保定作人能够远程进入该系统进行跟踪和下载。

Ordering Party may at any time, regularly or irregularly, check the inventory of the materials and packaging provided by it to Contractor. Contractor shall arrange responsible staff to provide full support and otherwise, the check results or records of Ordering Party shall be binding upon both Parties.

定作人可在任何时候定期或不定期对其提供给承揽人的材料和包装进行盘点, 承揽人应派专人全力配合。承揽人不配合的, 以定作人的盘点结果或记录为准。

- 4.1.5 Contractor shall neither use the materials or packaging for any purpose other than that under this Contract nor unilaterally change any of them. Any obsolete, scrapped or excess materials or packaging shall be returned to Ordering Party or disposed by Contractor at its own cost according to Ordering Party's requirements while shall not be used by Contractor for any other purposes. **In case of breach of any of this Article 4.1.5, Contractor shall pay to Ordering Party ten (10) times of the value of the related materials and packaging.** 承揽人不得将材料或包装用于本合同以外的任何其他目的, 亦不得擅自更换。对于任何剩余的材料或包装及其废料或呆料, 承揽人应自费如数退还定作人或者自费按定作人的要求处置, 不得挪作他用。**承揽人违反本第 4.1.5 条的任何规定的, 应按所涉材料和包装的价值的十倍向定作人支付违约金。**

- 4.1.6 Ownership of the materials and packaging provided by Ordering Party belongs to Ordering Party while Contractor shall not use any of them for lien, mortgage, pledge or creating any other credit rights. 定作人提供的材料和包装的所有权属定作人所有, 承揽人不得将它们用于留置、抵押、质押或设定任何其他债权。

4.2 Those to Be Prepared by Contractor 由承揽人自备的部分

- 4.2.1 Except for those to be provided by Ordering Party, all other materials and packaging for processing of the Products shall be prepared by Contractor itself.

除定作人提供的材料和包装外, 承揽人加工产品所需其他所有材料和包装均由承揽人自备。

- 4.2.2 **Contractor agrees that Ordering Party may require Contractor to purchase certain materials and/or packaging from suppliers recommended by Ordering Party. In this case, Contractor shall be fully responsible for the payment for and the quantity, quality and delivery of the materials and/or packaging provided by the said suppliers while Ordering Party shall not bear any direct or indirect liabilities.**

承揽人同意, 定作人可以要求承揽人向定作人推荐的供应商购买某些材料和/或包装。在这种情况下, 承揽人应对供应商提供的材料和包装的付款、数量、质量、交货等负全部责任, 而定作人无需承担任何直接或间接的责任。

- 4.2.3 Contractor can only use those materials and packaging of good quality and surface meeting Ordering Party's other requirements in its manufacture of the Products.
承揽人必须选用质量和外观合格且符合定作人其他要求的材料和包装用于加工产品。

4.3 Recording and On-Site Check 记录及现场检查

Contractor shall make and keep complete records of the quality status of each batch of materials and packaging as well as the quality management in its processing of the Products. Ordering Party shall be entitled to inspect at any time such records, the materials packaging and the premises where Contractor manufacture, store and ship the Products and to bring forward to Contractor proposals for improvement provided that, however, such inspection or proposals shall neither release or decrease any of Contractor's obligations or liabilities under this Agreement or its Appendixes nor give any reason for Contractor to increase price of the Product.

承揽人应对每一批材料和包装的质量状况以及产品加工过程中的质量管理进行完整记录。定作人有权随时对其记录、实物以及产品加工、仓储和发运的现场进行检查, 有权向承揽人提出改进的建议, 承揽人同意予以执行。但该等检查或建议不免除或减轻承揽人在本合同及其附件项下的任何义务或责任, 也不得成为承揽人提高产品价格的理由。

V -- ED&D of Products 五、产品设计、开发和验收

- 5.1 Contractor shall process the Products strictly in accordance with the drawings, technical documents and samples (if any) and shall, after receipt of them, closely read so as to fully understand them. In case explanation of them by Ordering Party is needed, Contractor shall provide to Ordering Party a written notice. When finding any problem in them or deeming any part of them unreasonable, Contractor is obligatory to immediately notify Ordering Party, provide to Ordering Party suggestions, if any, and follow Ordering Party's instructions for any further actions. **In case of any breach hereof, Contractor shall compensate to Ordering Party the losses suffered thereby.** 承揽人应严格按照定作人的图纸、技术资料 and 样品 (如果有的话) 加工产品。承揽人收到定作人提供的图纸、技术资料 and 样品后, 有义务予以认真阅读和充分理解。需要定作人进行解释的, 承揽人应向定作人提出书面需求。承揽人发现定作人的图纸、技术资料 and 样品存在任何问题或者认为其任何部分不合理的, 有义务立即书面通知定作人并提出建议 (如有的话), 并听从定作人的行动指示。 **承揽人违反本条规定给定作人造成损失的, 应予以赔偿。**

- 5.2 In case Ordering Party requires Contractor to design and develop all or part of the Products solely by Contractor or together with Ordering Party, Ordering Party will decide at its own discretion as to whether to sign a separate development agreement between the Parties to regulate such design and development.
如果定作人需要承揽人独自或者与定作人共同对产品的全部或部分进行设计开发的, 定作人将自主决定是否与承揽人另签开发协议以对上述设计开发进行规定。

- 5.3 Prior to SOP to be notified by Ordering Party, Contractor shall produce sample Products, small volume products and big volume products each batch of which shall pass inspection and acceptance procedures of and by Ordering Party. Contractor can start production of the next batch of Products only after the previous batch has been inspected and accepted by Ordering Party. In case any batch fails to pass the inspection and acceptance of Ordering Party and repeats such failure within the improvement period as required by Ordering Party, Ordering Party shall be entitled to cancel the qualification of Contractor and dissolve all related contracts for such Products without bearing any liability for breach of contract or compensation of losses of Contractor. Details are to be further provided by Ordering Party. 定作人通知承揽人产品正式投产以前, 承揽人应按定作人要求进行产品的样品生产、小批量生产和大批量生产, 并在每一阶段接受定作人对产品的检验和验收。承揽人在每一阶段生产的产品经定作人检验和验收合格后, 方能进行下一阶段的产品生产。承揽人在任何阶段生产的产品经定作人验收不合格, 且在定作人要求的期限内未能改进产品生产并经定作人验收合格的, 定作人有权终止承揽人该产品的承揽人资格并解除与之相关的所有合同而不承担任何违约或赔偿责任。具体规定由定作人另行提供。

- 5.4 When any quality problem in the Products is suspected due to design, drawings, technical documents, specifications or materials provided by Ordering Party, the problem shall be immediately submitted to and for inspection and diagnosis by Ordering Party. Ordering Party will inform Contractor of the result of the diagnosis which shall be followed by Contractor. In case of any objection to such result, Contractor shall provide to Ordering Party a written letter of objection in which case Ordering Party will conduct another inspection of the problem together with Contractor and work out an inspection report (such as 8D Report). Such inspection report signed by representatives from both Parties shall be final and binding upon them. Ordering Party is also entitled to employ a third independent institute to conduct another inspection of the problem and the inspection report by such third independent institute shall be final and binding upon both Parties. In case the inspection report shows that the quality problem is due to design, drawings, technical documents, specifications or materials provided by Ordering Party, Ordering Party shall bear the cost for such inspection and otherwise, Contractor shall bear the cost for such inspection. Any inspection report or result solely done or obtained by Contractor shall have no effect upon Ordering Party.

当怀疑产品中存在的任何质量问题可能因定作人提供的设计、图纸、技术文件、规范或材料所致, 该质量问题应立即提交给定作人并由定作人进行检验和诊断。定作人将把诊断结果通知承揽人, 承揽人应予遵守。承揽人对此有任何异议的, 应向定作人提交书面异议。定作人将与承揽人共同再次进行检验并制作检验报告 (如 8D 报告等)。检验报告经双方代表签署后是终局的且对双方具有约束力。定作人也有权聘请第三方独立的机构再次进行检验, 其检验结果是终局的且对双方具有约束力。如果检验报告说明质量问题因定作人提供的设计、图纸、技术文件、规范或材料所致, 定作人应承担检验费用, 否则, 检验费用均由承揽人承担。承揽人单方所做或所取得的任何检验报告或结论对定作人没有任何效力。

VI -- Investments by Contractor 六、承揽人的投资

6.1 Modules and Tooling 模具和工装

Contractor shall invest to produce or purchase the modules and tooling necessary for Contractor to process and manufacture the Products. Cost of Contractor for production or purchase of such modules and tooling is herein referred to as "Tooling Cost" hereunder which shall be deemed as part of investments by Contractor.

承揽人加工和生产产品所需模具和工装, 由承揽人负责投资制造或购买。承揽人因此发生的制造或购买费用简称为“模具和工装费”, 属于承揽人的投资的一部分。

Unless otherwise agreed by the Parties in writing, said modules and tooling shall be only used by Contractor and solely for processing of Products for Ordering Party. Without prior written consent of Ordering Party, Contractor shall not lend or transfer them to or use them for processing for any third party. 除双方另有书面约定外, 上述模具和工装只能由承揽人用于仅为定作人加工产品。未经定作人事先书面同意, 承揽人不得将其出借、转让给任何第三方或者用于为任何第三方加工。

6.2 Engineering, Design & Development (ED&D) 工程、设计和开发

In case Ordering Party requires Contractor to design and develop all or part of the Products solely by Contractor or together with Ordering Party, Article 5.2 shall be followed. Cost of Contractor for such ED & D is herein referred to as "ED & D Fee" which shall be deemed as part of investments by Contractor.

如果定作人需要承揽人独自或者与定作人共同对产品的全部或部分进行设计开发的, 详见以上第 5.2 条。承揽人因此发生的工程、设计和开发费用简称为“开发费”, 属于承揽人的投资的一部分。

Unless otherwise agreed by the Parties in writing, Ordering Party shall have ownership of the results from such ED & D as well as all intellectual property rights including (but not limited to) the patent application right newly resulted from such ED & D. The ED & D results and the intellectual property rights resulted from such ED & D said shall be only used by Contractor and solely for processing of Products for Ordering Party. Without prior written consent of Ordering Party, Contractor shall not license or transfer them to or use them for processing for any third party. 除双方另有书面约定外, 该等工程、设计和开发所产生的成果以及因此新产生的知识产权(包括但不限于专利申请权)归定作人所有, 它们只能由承揽人用于仅为定作人加工产品。未经定作人事先书面同意, 承揽人不得将其许可、转让给任何第三方或者用于为任何第三方加工。

6.3 Payment / Amortization 支付 / 摊消

Payment or amortization of Tooling Cost and ED & D Fee is to be specified by the Parties in the Specific Terms for Products (form as Appendix 2 hereto). In the event that the Parties agree that the payments for or amortization of any investment set forth under Article 6.1 and 6.2 above shall be paid by Ordering Party or amortized into the piece prices of the Products:

模具和工装费及开发费的支付或摊消规定在产品特别条款(格式见附件二)中。如果双方约定以上第 6.1 条和第 6.2 条规定的承揽人的投资由定作人支付或摊消到产品单价中:

6.3.1 Amortization shall commence on SOP of the related Products. The Volumes of the Products completely depend on the schedule and volumes as required by OEM(s) and therefore, in case commencement of amortization is later or amortization period is longer than forecast, Ordering Party shall neither bear no liability to Contractor and Contractor shall have no right to request Ordering Party to start amortization earlier than actual SOP or to pay Tooling Cost and ED & D Fee earlier than as agreed. 摊消自相关产品开始批量生产时开始。产品产量完全取决于 OEM 需求的时间和产量, 因此, 如摊消开始时间晚于预计时间或者摊消期限长于预计期限, 定作人不承担任何责任, 承揽人也无权因此要求定作人提前开始摊消或提前支付模具和工装费及开发费。

6.3.2 Prior to full payment or amortization of Tooling Cost, the ownership of the modules and tooling shall be shared by Contractor and Ordering Party while Ordering Party shall be the sole party to have the disposal right. On the date of full payment or amortization and then after, the ownership of the modules and tooling shall fully belong to Ordering Party.

模具和工装费用支付或分摊完以前, 模具和工装的所有权由双方共有, 但只有定作人拥有处分权。自模具和工装费用支付完或者分摊完的那一天起, 模具和工装的所有权由定作人完全所有。

Upon full payment by Ordering Party or amortization of said cost for the modules and tooling, Contractor shall immediately (i) transfer ownership in and the rights to them free of any third party rights and (ii) upon request by Ordering Party, transfer possession of them to Ordering Party. 定作人支付完模具和工装费用或者模具和工装费用分摊完毕时, 承揽人应立即: (1) 将它们所含所有权及权利(无任何第三方权利)转移给定作人; (2) 定作人要求时, 将它们占有权转移给定作人。

The Parties agree that the modules, and such other assets whose ownership belongs to or is shared by Ordering Party but possessed by Contractor hereunder shall be regarded as Bailed Property under and governed by Section 19 of Appendix 1 attached to this Contract.

双方同意, 按本合同由定作人拥有或者共有所有权但由承揽人占有的模具、工装以及其他资产, 视同本合同附件一第 19 条所述“托管财产”, 并按该第 19 条执行。

6.3.3 **Contractor shall provide to Ordering Party the actual cost of and related payment documents for the investments by Contractor. Ordering Party will review them and determine their amount after discussions with Contractor, provided that, however, notwithstanding that their amounts are already included in the Specific Terms for Products (form as Appendix 2 hereto) or such other documents, Ordering Party shall be entitled at any time (including in the case as mentioned in the second paragraph of Article 6.3.4 hereunder) to employ an independent and qualified accountants firm to audit the investment by Contractor. The Parties expressly agree that the results of such audit shall be binding upon both Parties and that the amounts of the investments by Contractor shall be finally determined according to the audit result. In case the audited amounts are less than the cost of the investments by Contractor provided by Contractor or the amounts are already included in the Specific Terms for Products or such other documents, the auditing fee shall all be borne by Contractor.** 承揽人应将承揽人的投资的实际成本及相关付费单据定作人。定作人将对其进行审核并与承揽人协商确定承揽人投资的金额。然而, 尽管承揽人的投资的金额已经载入产品特别条款(格式见附件二)或者其他文件中, 定作人仍有权在任何时候(包括以下第 6.3 条第二段所述情况下)聘请独立的、有资格的会计师事务所对承揽人的投资进行审计。双方明示同意, 审计结果对双方具有约束力, 承揽人的投资的金额最终以审计结果为准。如果经审计确定的承揽人的投资少于承揽人提出的金额或者双方在产品特别条款或其他文件中确定的金额, 审计费用均由承揽人承担。

6.3.4 In case payment or amortization of Tooling Cost and ED & D Fee is not completed before the definite end of the Program or termination of processing of the Products, or in case the Program is cancelled or terminated due to OEM while no such payment or amortization starts, the Parties shall negotiate in good faith if and how any outstanding amount may be settled.

如果双方约定以上第 6.1 条和第 6.2 条规定的承揽人的投资由定作人支付或摊消到产品单价中而在项目最终结束或产品加工终止时未能完成, 或者项目被取消或终止而该等支付或摊消尚未开始, 双方应就任何未摊消或支付的金额以及如何处理进行协商。

Without prejudice to Article 6.3.3 above or the third paragraph of this Article 6.3.4, in case of occurrence of any situation as mentioned in the first paragraph of this Article 6.3.4, Ordering Party shall be entitled (but not obligatory) to decide at its own discretion whether to pay the outstanding unamortized Tooling Cost for purchase of such modules and tooling. 在不影响以上第 6.3.3 条以及本第 6.3.4 条第三段的情况下, 如果出现本第 6.3.4 条第一段所述情况, 定作人有权(但没有义务)自行决定是否支付尚未摊消的模具和工装费用以购买该等模具和工装。

Under no circumstances will any further amortization or payments be made by Ordering Party for Tooling Cost or ED & D Fee if: 无论如何, 在下列任何情况下, 定作人不再承担任何模具和工装费或开发费用的摊消或支付:

(1) **The Contractor's breach of obligations under the Contract is the cause for the definite end of processing of Products by Contractor; or 承揽人被终止产品加工系承揽人违约所致; 或者**

(2) **The definite end of processing of Products by Contractor is due to any third party's (including OEM's) reason, force majeure or significant change of circumstances while OEM does not agree to compensate Ordering Party for any such non amortized or unpaid investment; or 承揽人被终止产品加工系双方以外的第三方(包括 OEM)原因、不可抗力或客观情况发生重大变化而造成, 而 OEM 不同意就任何此类未摊消或未支付的投资对定作人进行补偿; 或者**

(3) **Contractor is an OEM directed supplier for the processing of Products (directed Supplier) while OEM does not agree to compensate Ordering Party for any such non amortized or unpaid investment.**

承揽人系由 OEM 指定进行产品加工的供应商(指定供应商), 而 OEM 不同意就任何此类未摊消或未支付的投资对定作人进行补偿。

6.4 Other Investments 其他投资

It is the Parties' understanding that any investment made by Contractor which is not mentioned under Article 6.1 and 6.2 above is made at the Contractor's sole own risk. Ordering Party shall have no obligation to bear or share such investments and shall have no liability for compensation or indemnification with regard to such investments. 双方理解, 承揽人所做的、以上第 6.1 条和第 6.2 条未提及的任何投资, 其风险由承揽人承担。定作人无须承担或分担此类投资, 也无任何补偿或赔偿责任。

Any cost or expenses incurred by Contractor related to the Products shall be Contractor's sole risk and solely borne by Contractor and Contractor. Ordering Party's sole obligation is to pay prices for the Products according to agreement(s) between the Parties and Ordering Party shall have no other liabilities for payment, reimbursement or compensation. 承揽人发生的与产品有关的任何费用或支出都是承揽人单方的风险, 由承揽人单方承担。承揽人的唯一义务是按双方协议支付产品价格, 而无任何其他支付、补偿或赔偿责任。

VII – Assets Provided by Ordering Party 七、定作人提供的资产

7.1 Ordering Party may provide to Contractor modules, tooling, testing machines and such other equipment (herein "Ordering Party's Assets") for Contractor's processing of the Products. 定作人可能向承揽人提供产品加工所需模具、工装、检测设备及其他设施等(统称“定作人资产”)。

7.2 When receiving Ordering Party's Assets, Contractor shall check and accept them and sign an acceptance document. 承揽人接收定作人资产时, 应对其进行检查和验收, 签署验收单。

7.3 The Parties agree that Ordering Party's Assets shall be regarded as Bailed Property under and governed by Section 19 of Appendix 1 attached to this Contract.
双方同意，定作人资产视同本合同附件一第 19 条所述“托管财产”，并按该第 19 条执行。

7.4 Contractor shall neither use Ordering Party's Assets for any purpose other than that under this Contract nor unilaterally change any of them. Upon termination hereof or any notice from Ordering Party so requiring, Contractor shall within fifteen (15) days then-after return to Ordering Party or dispose Ordering Party's Assets at its own cost according to Ordering Party's requirements. In case of breach of any of this Article 7.4, Contractor shall pay to Ordering Party five (5) times of the original prices of the related Ordering Party's Assets.

承揽人不得将定作人资产用于本合同以外的任何其他目的，亦不得擅自更换任何定作人资产。本合同终止或者定作人要求时，承揽人应在其后十五(15)天内自费将定作人资产如数退还定作人或者自费按定作人的要求处置，不得挪作他用。承揽人违反本第 7.4 条的任何规定，应按所涉定作人资产的原价的五倍向定作人支付违约金。

7.5 Ownership of Ordering Party's Assets belongs to Ordering Party while Contractor shall not use any of them for lien, mortgage, pledge or creating any other credit rights. 定作人资产的所有权属定作人所有，承揽人不得将它们用于留置、抵押、质押或设定任何其他债权。

VIII -- Warranty, Liability and Quality Management 八、保证、责任和质量管理

8.1 The Products are destined for Ordering Party's business with the OEM for the Program and OEM vehicle model(s) as specified in the Specific Terms for Products in the form of Appendix 2 hereto. Once the Specific Terms for Products are signed between Contractor and Ordering Party, the warranty and liability terms, quality requirements and such other documents between the OEM and Ordering Party (the "OEM Terms") shall be automatically attached as Exhibit 1 to the Specific Terms for Products and binding upon Contractor. OEM Terms shall analogously apply between Ordering Party and Contractor. For the avoidance of doubt, the OEM Terms shall apply "one to one" to the contractual relationship between Ordering Party and Contractor, so that Ordering Party will be entitled recourse against Contractor in the event of an OEM claim or entitlement against Ordering Party to the extent the OEM claim or entitlement relates to Products (back-to-back warranty). No risk/liability associated with the Products shall remain with Ordering Party (no liability gap). 产品是专供定作人与《产品特别条款》(格式见本合同附件二)所列客户 ("OEM") 之间、针对其中所列项目和车型之业务。一旦本合同双方签署《产品特别条款》，OEM 和定作人之间的保证和责任条款、质量要求以及其他文件(统称“OEM 条款”)，即自动附在《产品特别条款》之后作为《产品特别条款》的附录一而对承揽人有效。OEM 条款应在本合同双方之间无条件地适用。为避免疑问，OEM 条款应在本合同双方之间一一对应地适用，以便定作人有权在客户向定作人索赔或行使权利时，在客户向定作人索赔或行使权利涉及产品的范围内，向承揽人追偿(背靠背保证)。与产品有关的任何风险/责任不应由定作人承担。

Any changes or supplements to such OEM Terms shall equally apply between Ordering Party and Contractor and shall become effective at the same time such changes or supplements become effective between the OEM and Ordering Party.

OEM 条款发生的任何变更或补充，应同等地适用于本合同双方之间，并应在这些变更或补充在定作人和 OEM 之间生效的同时，在本合同双方之间生效。

Without prejudice to the foregoing two paragraphs, Contractor shall hold Ordering Party harmless and compensate Ordering Party any losses with regard to any and all claims, which the OEM, any of its affiliated companies or any third party may be entitled to against Ordering Party or any company affiliated with Ordering Party and which are based on or related to (i) the delivery of defective Products by Contractor, (ii) any delay in deliveries or non deliveries by Contractor or (iii) any other breach of any of the Contractor's obligations vis-à-vis Ordering Party.

在不影响前两段规定的情况下，对于 OEM 及其任何关联公司或任何第三方基于以下任何情况有权或者因与之有关而向定作人提起的任何及所有索赔，承揽人应使定作人免受损害并赔偿承揽人因此受到的损失：(1) 承揽人供应的产品存在缺陷；(2) 承揽人的任何交付延迟或不交货；或者(3) 承揽人违反其相对于定作人的任何其他义务。

8.2 Further warranties, liabilities and quality management are enclosed in Appendix 1 and other appendixes hereto. 关于保证、责任和质量管理的规定，包括在本合同附件一、其他附件以及双方之间具有约束力的其他文件之中。

IX – Miscellaneous 十、其他

9.1 Related Fees and Expenses 有关费用和开支

Unless otherwise agreed by the Parties herein or in such other written and effective documents, each Party shall bear its own fees and expenses incurred in connection with this Contract and the proposed processing contemplated herein, including but not limited to financial expenses, consulting fees, R & D fees, design and engineering costs, test fees, inspection fees, prototypes costs, material costs, software, hardware and human resource costs.

除双方在本合同中或其他有效书面文件中约定外, 双方将各自承担其与本合同及本合同项下加工有关的费用和开支, 包括(但不限于) 财务费用、咨询费、研发费、设计和工程费、测试费、检验费、样品费、材料费、软件、硬件以及人力成本。

Ordering Party might change the requirements for and in the middle of processing. The Parties hereby expressly agree that, due to the specific factors in processing hereunder and except as otherwise expressly agreed by the Parties herein or such other written documents, in case such changes cause any losses to Contractor, Contractor waives its right of claim against Ordering Party for such losses. 定作人可能中途变更承揽工作的要求。双方明示同意, 由于本合同项下产品加工的特殊性, 除双方在本合同或其他书面文件中有明示约定外, 定作人因中途变更承揽工作的要求造成承揽人损失的, 承揽人放弃其要求定作人赔偿其损失的权利。

9.2 General Warranty of Contractor 承揽人的一般保证

9.2.1 Contractor warrants that it owns or has been authorized to use the technology and intellectual property rights in relation to the design, development and production of the Products and ensures that this Contract, if and when entered into, will be fully fulfilled and performed. 承揽人保证其拥有或者已被许可使用与产品设计、开发和生产相关的技术及知识产权, 并保证全面履行本合同。

9.2.2 **Contractor warrants that it's capable to and will timely and fully fulfill all of its obligations hereunder. In case of any of its failure or in case it breaches any of its obligations hereunder, without prejudice to the liabilities of Contractor for breach of contract or compensation as regulated in the other clauses hereof, Ordering Party shall be entitled to termination of this Contract and/or cease to issue any Blanket Order or Release to Contractor. Ordering Party shall bear no liability for breach of contract or compensation to Contractor due to such termination or cessation while Contractor shall indemnify Ordering Party for any losses incurred by Ordering Party thereby and hold Ordering Party harmless.** 承揽人保证其有能力且将及时、完整地履行本合同项下的各项义务。如果未能履行, 或者承揽人违反本合同规定的其任何义务, 在不影响本合同其他条款规定的承揽人的违约责任及赔偿责任的情况下, 定作人有权终止本合同, 不向承揽人签发任何开口订单或要货单/发货通知。定作人因此终止本合同, 和/或不向承揽人签发任何开口订单或要货单/发货通知, 不构成定作人的违约, 定作人无须承担违约或赔偿责任, 而承揽人应赔偿定作人因此受到的一切损失并使定作人免受损害。

9.2.3 Without prior written consent of Ordering Party, Contractor shall not subcontract any Product manufacture or processing to any third party.
未经定作人事先书面同意, 承揽人不得将任何产品制造或加工分包交由任何第三人完成。

9.2.4 **Contractor expressly gives up any right of lien on the Products, the Ordering Party's Assets or the materials or packaging provided by Ordering Party.** 承揽人明示放弃其对产品、定作人资产以及定作人提供的材料、包装的任何留置权。

9.3 Technology, Intellectual Property and Confidentiality 技术、知识产权和保密

Section 9 and Section 43 of the Purchase Order General Terms and Conditions (No. T&C-Production-20080101-CHINA) hereto attached as Appendix 1 shall apply and incorporated herein this Article 8.3 as to technology, intellectual property and confidentiality hereunder.

本合同项下关于技术、知识产权和保密, 作为本合同附件一的《采购订单一般条款》(编号:T&C-Production-20070801-CHINA)的第9条和第43条应予适用且并入本第8.3条。

9.4 Amendments to this Contract 对本合同的修改

Unless specifically and otherwise provided for in this Contract, any changes to this Contract will only be effective upon Ordering Party if made in writing and signed by the duly authorized representatives of Ordering Party and stamped with the Administrative Seal of Ordering Party.

除本合同另有特别规定外, 对本合同的任何修改, 只有经定作人授权代表签署书面修改协议并加盖定作人公章, 方对定作人有效。

9.5 No Agency 非代理关系

Nothing in this Contract shall be construed so as to constitute either Party the agent or partner of the other Party. On no account may a Party create (or hold itself out to a third person as being able to create) any binding obligation upon and on behalf of the other Party without the prior written consent of the other Party.

本合同任何内容不得解释为一方构成另一方的代理或合伙人。未经另一方实现书面同意, 任何一方不得代表另一方或者让任何第三方误以为其有权代表另一方设立约束另一方的任何义务。

9.6 Severability 可分割性

If any provision of this Contract is held invalid or illegal or unenforceable under any rule of law, all other provisions of this Contract shall remain in full force and effect. Upon determination that any provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Contract, to the extent necessary, so as to make the relevant provision legal, valid and enforceable and to effect the original

intent of the Parties hereto as closely as possible in a mutually acceptable manner. 如果本合同任何条款依任何法律规定被判定无效、非法或不能执行,其所有其他条款继续有效。一旦任何条款被判定无效、非法或不能执行,双方应在必要的范围内友好协商修改本合同,以使相关条款合法、有效和可以执行,并使双方原来的意思表示以最接近双方能够相互接受的方式得以生效。

9.7 Applicable Law 适用法律

The formation, execution, explanation, implementation, termination of and settlement of disputes related to this Contract shall apply and be governed by the laws and regulations of the People's Republic of China. 本合同的成立、签署、解释、履行、终止以及争议的解决,均适用中华人民共和国已公布的法律、法规并受其管辖。

Any issue not specified herein shall follow the Contract Law of the People's Republic of China and the other relevant laws and regulations of China.

本合同未尽事宜,按中华人民共和国合同法及其他中国相关法律、法规的规定办理。

9.8 Settlement of Disputes 争议解决

Any disputes arising from or related to this Contract shall be settled by the Parties through amicable discussions. In case no settlement is reached through amicable discussions, the dispute shall be submitted to and for settlement by Shanghai Branch of China International Economic and Trade Arbitration Committee according to the applicable rules of such Committee. The arbitration shall be made in Chinese and English languages and the arbitration award shall be issued also in the said two (2) languages. The arbitration award shall be final and binding upon both Parties. 双方因本合同产生的或者与之有关的任何争议,均应通过友好协商解决。如不能通过协商解决,则应提交中国国际经济贸易仲裁委员会上海分会按照中国国际经济贸易仲裁委员会当时有效的仲裁规则进行仲裁。仲裁应用中、英两种语言进行,并应出具中、英两种文字的书面仲裁裁决。仲裁地点在上海市。仲裁裁决是终局性的,对双方均有约束力。

9.9 Language 文字

This Contract is written in both English and Chinese languages. Both versions shall be equally valid and binding. In case of any discrepancy between the two versions, the version more accurately recording the Parties' intentions shall prevail. 本合同签署中英文两种文本,均具有同等效力。如两种文本之间存有歧义,应按最能准确反映双方本来真实意思表示的文本进行解释。

9.10 Coming into Force 生效

This Contract shall come into force at the date of signature as mentioned earlier at the beginning of this Contract after signature and chop by both Parties.

本合同经双方签字、盖章后,于文首载明的签署日期生效。

If any appendix hereof has its own clause on its effectiveness, its effectiveness shall follow that clause. Any appendix not required to be signed by the Parties shall come into force at the same time of this Contract. 本合同任何附件有自己的生效条款的,其生效按其生效条款执行。任何附件无须双方签署的,于本合同生效的同时生效。

(No content hereinafter on this Page 本页到此结束)