



Supply Agreement 2023.9.1-2025.12.31

供货协议 2023.9.1-2025.12.31

**PARTIES:** Beijing Goldrare Automobile parts Co., Ltd. ("Goldrare")  
**双方** Industrial Zone Liucun Town Changping District Beijing, China  
 北京光华荣昌汽车部件有限公司（以下简称“光华荣昌”），北京市昌平去流村镇工业园区

Hebei Guanghua Rongchang Automobile Parts Co., Ltd. ("Goldrare")  
 Huanghua Economic Development Zone, Hebei Province, China  
 河北光华荣昌汽车部件有限公司（以下简称“光华荣昌”），河北黄骅市经济开发区

**MCi Mirror Controls (Suzhou) Co., Ltd – "MCi"**  
 with offices at Building No. 25, No. 66, Jianlin Road, SND-EPZ Sub-Industrial Park, Suzhou, Jiangsu Province, P.R. China.  
 美视伊汽车镜控（苏州）有限公司（以下简称“MCi”），办公地址位于中国江苏省苏州市建林路 666 号，出口配套工业园 25 号厂房。

**DURATION** Sep 01, 2023 through Dec. 31 2025  
**期限** 自 2023 年 9 月 01 日到 2025 年 12 月 31 日

**Goldrare AND MCI AGREE AS FOLLOWS:**

光华荣昌和 MCI 达成如下协议：

**Article -1 Scope of the Agreement 协议使用范围**

- 1.1 This Agreement is a framework cooperation agreement to define the cooperation between Goldrare and MCI, regarding the supply of Glass Actuators ("GA") and Power folder ("PF") for Sep 1<sup>st</sup>, 2023 to Dec 31<sup>st</sup>, 2025. This agreement shall apply to all sales and other commercial transactions between Goldrare and MCI.  
 本协议作为光华荣昌与 MCI 在 2023 年 9 月 1 日-2025 年 12 月 31 日期间关于镜面电机 (GA) 和折叠电机 (PF) 供货的框架合作协议。本协议同时适用于光华荣昌和 MCI 公司的销售业务及其他商业交易。
- 1.2 The parties will jointly review the progress of this joint business development twice per year.  
 双方将每年一起两次评估双方业务合作的进展情况。
- 1.3 This Agreement shall be valid for all parts and (new) projects as listed in table 2. This Agreement stipulates the parties' mutual rights and duties of supply and purchase and shall apply to every individual purchase order and/or production schedule. An integral part of this Agreement shall further be the "General Conditions of Sale and Delivery of MCI Mirror Controls (Suzhou) Co., Ltd." ("General Conditions"); in the event of incompatibility between any clause of the General Conditions and this Agreement, the latter shall prevail.  
 本协议对于双方及表 2 中提到的产品及（新）项目具备有效性。本协议规定了双方之间就供应与采购事项的相互权利及义务，也适用于单独的采购订单及/或者生产计划。“General Conditions of Sale and Delivery of MCI Mirror Controls (Suzhou) Co., Ltd.”（中文：“美视伊汽车镜控（苏州）有限公司销售及交货通用条款”）（“通用条款”）应作为本协议的不可分割的部分；如果通用条款与本协议有冲突话，应当以后者为优先。

**Article -2 Individual Purchase Order / Forecasting 单独采购订单/预测**

- 2.1 Goldrare shall specify the parts and volumes covered by this Agreement by way of Individual Purchase orders and / or production schedules.





光华荣昌应通过单独的采购订单及/或者生产计划来详细说明本协议中包含的具体产品及数量。

- 2.2 Goldrare will issue every week the production schedules and 3-month forecasts on a rolling basis. In December of each calendar year, Goldrare will provide MCI a 12-month forecast to secure capacity planning and reservation.  
光华荣昌将会每周提供滚动生产计划及三个月的滚动预测。在每年的十二月，光华荣昌将提供 MCI 一份将来十二个月的预测来确保产能计划的提前安排。
- 2.3 Goldrare's first month forecast should be executed completely, and the fluctuation of the forecast shall be in the range of 10% in the second and the third months. At same time Goldrare will accept MCI's lead-time for additional capacity, the lead time will be determined on a case-by-case basis.  
光华荣昌要完全执行第一个月的预测，第二和第三个月预测幅度上下不超过 10%，同时光华荣昌接受 MCI 针对额外产能的交货周期，交货周期应具体事件具体分析。
- 2.4 Parties agree to meet annually and discuss the following year's turnover forecasts and programs.  
双方同意进行每年会面并讨论下一年的整个计划及项目。

### Article -3 Confidentiality 机密性

- 3.1 All Agreements between Goldrare and MCI are confidential to both parties and may not be shared with third parties except upon the prior written approval by Goldrare and MCI.  
所有关于光华荣昌和 MCI 之间的协议都是机密的，除非有光华荣昌和 MCI 双方的书面许可，将不得透露给第三方。

### Article -4 Shipping Terms / Payment Terms 发货条款/付款条款

- 4.1 Goldrare will be supplied under DAP shipping terms.  
光华荣昌将基于 DAP 贸易术语发货。
- 4.2 Payment term in Goldrare is: 30 days due 25<sup>th</sup>.  
光华荣昌的付款条款是 30 天, 每月 25 日前支付。

### Article -5 Prices and Programs 价格和项目

- 5.1 The prices scheme for parts used in serial production are set out in table 1 below.  
相关产品的价格在下面表 1 中有陈述。  
Note: Pricing is in CNY excluding VAT, 价格为不含税人民币

Actuator/PF	Project	Current Price
镜面电机/折叠电机	项目	现在价格
300/XXX	B40	16.80
301/XXX	B80/B41	15.84
311/XXX	B80/B41	38.20
223/XXX	B41	55.18

Note: Pricing is in CNY excluding TAX, 价格为（不含税）人民币

Table 1/表 1

- 1) MCI shall be entitled with right of "First Call Last Call Right" for new RFQs except keeping all running projects.  
MCI 除了被保证持续供应现有项目之外，将授予新项目的“优先报价、最终报价权”。
- 5.2 Goldrare will be obligated to support MCI in the approval and release process of MCI initiatives (engineering and/or operations) to further optimize the products (performance, quality and costs) in order to assist MCI in



providing Goldrare the better quality/performance and to allow MCI to counter cost increases (such as increasing Chinese labor costs) and currency fluctuations by optimizing products (performance, quality and costs) and organization.

光华荣昌将有义务支持 MCI 主导的改善计划的认可和放行流程（工程/操作）来进一步优化产品（性能、质量和成本），以支持 MCI 提供给光华荣昌更好质量/性能的产品，并允许 MCI 通过优化产品（性能、质量和成本）与组织效率来应对成本增加（比如增加的劳动力成本）和汇率变动的压力。

5.3 In the event of significantly changing economics, including currency fluctuations & market conditions, MCI will notify Goldrare in writing and provide the appropriate supporting documentation to justify a price adjustment. The parties agree to negotiate an amicable solution acceptable to MCI.

如果因为出现显著的经济形势变化，包括汇率浮动以及市场变化，MCI 将书面通知光华荣昌并提供必要的支持文件以便合理地调整价格，双方同意协商出一个友好的 MCI 可接受的解决方案。

## Article -6 PPAP

6.1 Goldrare will be obligated to support MCI in the approval and release process of MCI PPAP Submissions within an acceptable time frame limited to 6 months after PPAP and sample submission.

PPAP 文件和样件已经提交之后，在可接受的 6 个月之内，光华荣昌将义务支持 MCI 的 PPAP 文件的认可及放行流程。

6.2 For PPAP documents of new projects, MCI shall first submit the PPAP plan to Goldrare, and Goldrare shall sign and return it after confirmation. The format of the PPAP plan shall be subject to the format submitted by MCI. For the change of the approved project, MCI will notify Goldrare by notice letter. If Goldrare has special requirements, it will reply to MCI by email and agree with MCI on the level and content of the PPAP submission. A swift reply shall be given by Goldrare after submitting a PPAP and or notification letter with a time limitation as announced in the letter supporting the PPAP or as outlined in the notification letter is required. Not replying by Goldrare in time could lead to short shipping parts.

对于新项目的 PPAP 文件，MCI 应首先提交 PPAP 计划给光华荣昌，光华荣昌在确认后签字回传。PPAP 计划格式以 MCI 提交的格式为准，对于已批准项目的变更，MCI 通过通知函方式通知光华荣昌，光华荣昌如有特殊要求，则以邮件形式回复 MCI 并与 MCI 约定 PPAP 提交等级及内容。在提交 PPAP 和/或通知函后，光华荣昌需要迅速回复，并在支持 PPAP 的信函中或通知函中列出时限。如果光华荣昌不及时回复，可能会导致产品的交货短缺。

6.3 After signing the PPAP-plan, the tests are performed according PPAP plan.

在签署 PPAP 计划后，测试将按照 PPAP 计划执行。

6.4 Goldrare will review the PPAP submission and provide feedback to MCI within 6 weeks from submission date. Where Goldrare's feedback on PPAP approval is not provided to MCI, MCI considers Goldrare has approved and signed the PAPP and PSW.

光华荣昌将审核 PPAP 文件并自 PPAP 文件提交日起六周内回复 MCI。如果光华荣昌没有对 PPAP 批准给与 MCI 回复，则 MCI 认为光华荣昌批准和签署了 PAPP 和 PSW。

6.5 The MCI commercial commitments in this Agreement are conditional on normal and ongoing change being accepted and approved by Goldrare and the OEM.

本协议中的 MCI 商业承诺的前提条件是，光华荣昌和 OEM 接受和认可正常的或者正在进行的变更。

6.6 Where shorter timescales are required due to exceptional circumstances, MCI and Goldrare will work to achieve implementation of the change in the shortest possible time while minimizing any risk to quality and delivery requirements.

当发生特殊情况需要缩短审核时间的话，在将质量和交付要求的风险降低到最低情况下，MCI 和光华荣昌将尽可能一起努力在最短的时间内实现变更。

## Article -7 Responsibility 责任



- 7.1 MCI does not expect Goldrare to use in any form third party mirror actuators that are against the intellectual property of MCI.  
MCI不希望光华荣昌以任何形式使用违反MCI知识产权的第三方产品。
- 7.2 Goldrare will cover all the efforts (validation, testing, tooling) requested to get these programs into production.  
光华荣昌将承担将这些项目投入生产所需的所有工作（验证、测试、工装）。

## Article -8 Terms and Termination 条款及终止

- 8.1 The Agreement takes effect at signing date and is valid for the period Sep 1<sup>st</sup>, 2023 until Dec 31<sup>st</sup>, 2025. During its term each party is entitled to terminate this Agreement with a six months' written notice period.  
本协议自签字日起生效，有效期从2023年9月1日至2025年12月31日。双方均有权提前6个月发出书面通知终止本协议。
- 8.2 This Agreement is governed by China law with exception of the UN Convention on Contracts for the International Sale of Goods (CISG).  
本协议受到中国法律管辖，且不适用联合国国际货物销售合同公约（CISG）。
- 8.3 All disputes arising in connection with this Agreement shall be finally settled by China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission with the Arbitration Rules of CIETAC. The arbitral procedure shall be conducted in the English language or Chinese language. The arbitral tribunal shall be comprised of three arbitrators. The arbitral award of the arbitrators shall be final and binding on the parties and shall be to the exclusion of any court review as to any substantive matter. Judgment on the award may be entered in any court having jurisdiction. Costs of the arbitration shall be borne by the parties in accordance with the award of the arbitrators.  
由本协议产生的争议若无法顺利协商解决最终将交由中国国际经济贸易仲裁委员会上海分会进行仲裁。该机构依据仲裁申请时中国国际经济贸易仲裁委员会现行有效的仲裁规则进行仲裁。仲裁庭由三名仲裁员组建而成。仲裁程序采用英文或中文进行。仲裁裁决对双方具有约束力，仲裁裁决对任何实质性问题将排除法院审查。仲裁裁决可由任何有管辖权的法院作出认可与执行的裁决。仲裁费用根据仲裁裁决执行。
- 8.4 This Agreement supersedes all prior Agreements, written or oral between the parties. Changes to this Agreement require written form in order to be valid. This applies also to such a change request in written form.  
本协议替代之前的所有协议，包括双方书面或口头的协议。本协议的变更需求应通过书面形式生效。该变更申请同样要通过书面形式作出。

## Article -9 Force Majeure 不可抗力

- 9.1 If (a) either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) as a result of any cause beyond the reasonable control of the party invoking this Section, including any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection, Materials unavailability, the failure of equipment or tooling provided by Goldrare except to the extent such failure was caused by MCI, or (collectively, a "Force Majeure"), and (b) such party uses reasonable efforts to mitigate the effects of any Force Majeure, and (c) the affected party give prompts written notice to the other party, then the affected party's performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such Force Majeure.  
若（a）任何一方因援引本款的一方无法合理控制的任何原因，包括自然灾害、政府或军事机构的行为或法令、火灾、意外事故、水灾、地震、战争、罢工、停工、传染病、大流行病、生产设施毁坏、暴乱、叛乱、无法获得物料、光华荣昌提供的设备或工具无法使用（因MCI导致的无法使用除外）（统称“不可抗力”）而不能履行或无法履行其在本协议项下的任何义务（付款义务除外），且（b）该方尽其合理的努力减轻任何不可抗力的影响，且（c）受影响的一方立即向另一方发出书面通知，则受影响一方的履约义务应予以免除，履约时间应按照因该不可抗力事件发生而延误或无法履约的期限顺延。



9.2 Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate the Agreement.

不论是否出于不可抗力原因，若该方不能在该事件发生后九十(90)日内履约，另一方可终止本协议。

Article -10 Others 其他

10.1 General Conditions of Sale and Delivery of MCI Mirror Controls (Suzhou) Co., Ltd. ("General Conditions") are applicable and can be downloaded at Terms & Conditions | MCI (motioncontrols.com). If this agreement has conflicts with General Conditions, this agreement will prevail.

本协议适用 General Conditions of Sale and Delivery of MCI Mirror Controls (Suzhou) Co., Ltd. (中文：“美视伊汽车镜控(苏州)有限公司销售及交货通用条款”) (以下简称“通用条款”)，该通用条款并可以在 https://www.motioncontrols.com/terms-and-conditions 下载。如果本协议与通用条款发生冲突的，则应当以本协议的约定为准。

10.2 This Agreement is conditional upon no de-sourcing of any program at Goldrare under this Agreement.

本协议的前提条件是光华荣昌就本协议项下的任何项目均不得取消向 MCI 开展的采购。

10.3 This Agreement supersedes all prior agreements, written or oral between the parties. Changes to this Agreement require written form in order to be valid. This applies also to the change of this requirement for written form.

本协议替代之前的所有协议，包括双方书面或口头的协议。本协议的变更需求应通过书面形式生效。该变更申请同样要通过书面形式体现。

10.4 Goldrare commits to not sell MCI actuators in rear mirrors to embargoed countries.

光华荣昌承诺不向禁运国家出售后视镜子中的 MCI 执行器。

10.5 In the event of discrepancy of Chinese and English languages, Chinese language shall prevail.

如果本协议中文、英文表述不一致，那么应当以中文为准。

Beijing Goldrare Automobile parts Co., Ltd.

北京光华荣昌汽车部件有限公司

Hebei Guanghua Rongchang Automobile Parts Co., Ltd

河北光华荣昌汽车部件有限公司

Signature/签署: \_\_\_\_\_

Name/姓名:

Title/职务: 采购部长

Signature/签署: \_\_\_\_\_

Name/姓名:

Title/职务: 总经理



MCI Mirror Controls (Suzhou) Co., Ltd

美视伊汽车镜控(苏州)有限公司

(苏州)美视伊汽车镜控有限公司

DocuSigned by: Tolon Jiang

Signature/签署: Tolon Jiang

Name/姓名: Tolon Jiang

Title/职务: BD director, China

DocuSigned by: Peter van Voorden

Signature/签署: Peter van Voorden

Name/姓名: Peter van Voorden

Title/职务: VP Sales

DocuSigned by: Gerry Maher

Signature/签署: Gerry Maher

Name/姓名: Gerry Maher

Title/职务: VP Finance

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