

编号: _____

REF:

零部件采购合同出口项目补充合同

Supplementary Contract for Export Project of Parts Supply Agreement

本合同一方为:

This Supplementary Contract is between:

一汽-大众汽车有限公司成都分公司 (以下简称“甲方”), 该公司为依据中国法律成立并合法存在的有限责任公司分公司, 其地址为中国成都市成龙大道三段 177 号。

FAW-Volkswagen Automotive CO., LTD. Chengdu Branch ("Party A"), a limited liability and validly existing branch company under the laws of the P.R. of China, with its domicile at No.177 Chenglong Road, Chengdu, China,

本合同另一方为:

AND:

_____ (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, 其地址为: _____

_____ (hereinafter referred to as Party B), a legal entity established and legally existing under the Chinese laws, with its domicile: _____

鉴于, 甲乙双方签订的《零部件采购合同》(编号: _____) 中所涉合同零部件 (含备件) (以下称“合同产品”), 将用以单独或随甲方整车车辆出口至乌兹别克斯坦及其他中华人民共和国大陆 (为本合同目的之表述, 此处不包含香港、澳门特别行政区及台湾地区) 境外国家和地区 (以下简称“出口目的国家”)。

Whereas, the contract parts and components (including spare parts) (hereinafter referred to as "Contract Products") referred to in the Parts Purchase Contract signed by Party A and Party B, will be separately or together with Party A's entire vehicles exported to Uzbekistan and other overseas countries and regions (hereinafter referred to as "export destination countries"), outside mainland of the People's Republic of China (for the purpose of this Contract, here excluding Special Administrative Region Hong Kong, S.A.R Macao and Taiwan Region).

经双方协商一致, 根据原合同, 针对出口项目签订如下补充合同:

Therefore, the two parties have reached an agreement, based on the original contract, the following supplementary contract is signed for the export project:

第1条 技术要求 Technical requirements

1.1 甲方根据出口目的国家和地区 (以下称“出口目的国”) 的法律法规要求, 提供产品

更改和认证的零件清单及技术方案。乙方按照甲方要求更改产品和进行产品认证，并确保提供的产品满足出口目的国的相关法律法规。费用双方协商处理。

Party A shall, based on the requirements of laws and regulations of the export destination countries and regions (hereinafter referred to as "export destination countries"), provide the parts list and technical concept for parts modification and certification. Party B shall modify the products and conduct product certification as required by Party A, and ensure that the provided products meet the relevant laws and regulations of the export destination country. The expense will be settled through negotiation between the two parties.

1.2 乙方需按照甲方要求提供相关认证证书。若该认证证书有任何变更，乙方必须立即告知甲方并向甲方提交最新的证书。

Party B shall provide relevant certificates as required by Party A. If there is any changes to the certificate, Party B must immediately inform Party A and submit the latest certificate to Party A.

1.3 如乙方合同零部件的分供方所供应的零部件和原材料属于产品更改和产品认证范围，乙方必须要求其分供方更改零件和进行产品认证，并按要求提供相关认证证书。若该认证证书有任何变更，乙方必须立即告知甲方。

If the sub-supplier to the parts and raw materials of the Party B contract products, fall within the scope of product modification and product certification, Party B must require its sub-supplier to modify the parts and conduct product certification, and provide relevant certification certificates as required. Party B shall immediately inform Party A of any change to the certificate.

1.4 乙方需按甲方要求，在规定时间内，按照材料数据表单（IMDS）特定的标准化提报要求，上传材料数据表单至系统。

The Party B shall upload the data form to the system in accordance with the specific standardized submission requirements of IMDS data within the specified time as required by the Party A.

第2条 进出口 Import and export

2.1 双方应遵守货物、服务和信息进出口所有适用法律。

Both Party shall comply with all applicable laws regarding the import and export of goods, services and information.

2.2 出口管制要求和法规，由乙方在商务部网站（www.mofcom.gov.cn）和海关总署网站（www.customs.gov.cn）查询。目的国进口管制要求和法规由甲方提供给乙方。

The export control requirements and regulations shall be searched by Party B on the websites of Ministry of Commerce (www.mofcom.gov.cn) and the website of General Administration of Customs (www.customs.gov.cn). The Import control requirements and regulations of the destination country shall be provided by Party A to Party B.

2.3 乙方应确认本合同项下的合同产品是否受相关进出口管制法规的约束，因此在将合同产品交付给甲方之前，应以书面形式通知甲方，以确保合同产品安全并遵守相关法律法规。此外，如果乙方所提供的信息有变化，乙方应立即通知甲方以及时做出相应的更改，特别是

有关货物出口管制分类和许可要求的变更。

Party B shall confirm whether the Contract Products under this contract are subject to relevant import and export control laws and regulations, and shall notify Party A in writing before delivering the Contract Products to Party A to ensure the safety of the Contract Products and compliance with relevant laws and regulations. In addition, if there is any change in the information provided by Party B, Party B shall immediately notify Party A to make the corresponding changes in a timely manner, especially the changes in the export control classification and licensing requirements of the goods.

2.4 为办理进出口手续，还需乙方提供相关证书或零件信息，此类信息包括但不限于以下种类：

To conduct import and export process, Party B is responsible for offering below data to Party A:

- (1) 危险品等级和 MSDS 文档
 - (2) 零件是否含有油液或高压气体
 - (3) 以及按照进出口法律法规要求，用于海关申报和清关的相关文件
- (1) Hazardous material grades and MSDS documents
 - (2) Inform if parts contain oil or high-pressure gas
 - (3) And relevant documents for customs declaration and clearance in accordance with import and export laws and regulations.

第3条 索赔 Claims

3.1 由乙方原因导致的召回（包括但不限于违反目的国法律法规、合同约定等），乙方应配合甲方召回缺陷产品，并承担由此给甲方造成的损失。

In case of recall caused by Party B (including but not limited to violation of the laws and regulations of the destination country, contract, etc.), Party B shall cooperate with Party A to recall the defective products and bear the losses caused to Party A thereby.

3.2 由乙方原因（包括但不限于合同零部件质量问题、合同零部件未满足出口目的国法律法规等）导致甲方遭受任何损失（包括但不限于侵权责任赔偿、合同违约赔偿、行政处罚等）的，乙方应承担由此给甲方造成的全部损失。

If Party A suffers any loss (including but not limited to infringement liability compensation, contract breach compensation, administrative penalties, etc.) due to Party B's reasons (including but not limited to quality problems of contract parts, failure of contract parts to meet the laws and regulations of the export destination country, etc.), Party B shall bear all the losses caused to Party A

3.3 依据《中华人民共和国固体废物污染环境防治法》与《固体废物进口管理办法》规定，出口车辆及合同产品的索赔件无法返回国内，乙方无需领取索赔件。索赔参考国内索赔流程。

According to the Law of the People's Republic of China on the Prevention and Control of Environmental Pollution by Solid Waste and the Measures for the Administration of Import of Solid Waste, if the quality defect claims parts of exported vehicles and spare parts cannot be returned

to China, Party B is not required to collect the claims parts. Please refer to the domestic claims process.

第4条 其他 others

4.1 主合同《零部件采购合同》条款对出口项目仍然有效，主合同与本补充协议不一致之处，以本补充协议为准。

The terms of the main contract "Parts Procurement Agreement" remain valid for export projects. In case of any inconsistency between the main Contract and this Supplementary Agreement, this Supplementary Agreement shall prevail.

4.2 本补充合同于双方签署后生效，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 effect after being signed by both parties, and shall remain valid for the same period as the main contract, with equal legal effect.

4.3 本合同用中文和英文制作。工作文本为中文，如两个版本发生冲突，以中文为准。

This Agreement is made in Chinese and English. The working text is Chinese. If there is any inconsistency or conflict between English and Chinese versions, the Chinese version shall be the prevailing version.

4.4 本协议一式贰份，甲、乙双方各执壹份，具有同等效力。

This Agreement is made in two originals, with each party holding one copy and both originals shall be equally authentic.

甲方：一汽-大众汽车有限公司成都分公司

Party A: FAW-Volkswagen Automotive CO., LTD. Chengdu Branch

甲方代表 Party A Representative

_____ (签字+公章 Signature+official seal)

乙方: _____

Party B: _____

乙方代表 Party B Representative

_____ (签字+公章 Signature+official seal)