

2024.01.11 版



零 部 件 采 购 合 同

Parts Supply Agreement

甲方： 一汽-大众汽车有限公司

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

乙方： 河北光华荣昌汽车部件有限公司

PartyB: HeBei GOLDRARE Automobile Parts
Co., Ltd.

2024年01月24日

2024-01-24

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前言

Preamble

零部件采购合同（以下简称本合同）于2024-01-24在吉林省长春市签订。

This Parts Supply Agreement is made on Changchun City, Jilin Province in 2024-01-24

合同一方为：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续的有限责任公司，其地址为中国长春安庆路5号。

FAW-Volkswagen Automotive CO., LTD. ("Party A"), a Sino-foreign joint venture company with limited liability, incorporated and validly existing under the laws of the P.R. of China with its domicile at No.5 Anqing Road, Changchun, China.

合同另一方为：河北光华荣昌汽车部件有限公司

（以下简称乙方），是一家依据中国法律成立并存在的法人实体，其地址为河北省黄骅市 黄骅经济开发区泰山道150号

("Party B"), HeBei GOLDRARE Automobile Parts Co.,

Ltd.

a legal entity incorporated and validly existing under the laws of the P.R. of China with its domicile at South End of Taishan Road, Economic

Development Zone, Huanghua City, Hebei Province

以下两方中任一方单称“一方”、合称为“双方”。

Either of the following two parties shall be referred to as a "party" individually and collectively as the "parties"

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鉴于乙方将或已为甲方供应商，并拟向甲方供应合同零部件。

Whereas Party B will become or be supplier of Party A and intends to supply Party A with contract parts

鉴于乙方已全面且准确地理解了本合同约定的权利、义务、责任及与乙方有重大利害关系的条款。

Whereas Party B has thoroughly and accurately understood the rights, obligations, liabilities and disclaimer clauses with significant interests in Party B in this Agreement

考虑到上述各点和一致同意的以下条款，双方达成一致并签署本合同。

Now, therefore, in consideration of the foregoing and of the mutual covenants set forth below, the Parties have agreed as follows.

为充分理解本合同所列条款的目的，本合同中下列词语的定义如下。

For the purpose of fully understanding the terms listed in this contract, the following terms in this contract are defined as follows:

1、合同零部件 Contractual Parts

乙方生产本合同提名信、订单中所列零部件及用于售后服务的总成拆散件。

Party B manufactures automotive parts as listed in Attachment

1、 Attachment 3 and knock-down parts for after-sale service (hereinafter referred to as Contractual Parts)。

2、提名信 Nomination Letter

甲方向乙方发出的契约性文件，旨在确定甲方车型项目、产品信息、产品的价格、年降等信息，一经双方确认，视为本合同不可分割的一部分。

The contractual documents issued by Party A to Party B, the purpose is to determine Party A's model project, product information, product price, annual price and other information,.Once confirmed by both parties, it shall be deemed as integral part of this contract.

3、价格 Price

指甲方与乙方之间共同协商确定的合同零部件的不含增值税单价。

The unit price excluding VAT of contractual parts determined by Party A and Party B through negotiation.

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4、技术资料 Technical documents

用于生产制造合同零部件，甲方向乙方提供的零件图纸、技术任务书、及生产制造合同零部件相应的标准、检验规定、供货规定等资料。

For manufacturing contract parts, Party A shall provide Party B with parts drawings, technical specifications, and corresponding standards, inspection regulations, supply regulations, etc

5、订单 Order

甲方向乙方发出的契约性交货时间进度表，旨在确定乙方根据甲方生产过程合同零部件采购的需求，一经双方确认，视为本合同的延续和不可分割的一部分。

Order is a contractual delivery time schedule issued by Party A to Party B, the purpose is to determine Party B's demand for purchasing parts according to Party A's production process contract. Once confirmed by both parties, it will be deemed as a continuation and an inalienable part of the Contract.

6、供货计划

供货计划是甲方每周通过甲方指定的供货系统向乙方发出的契约性交货时间进度表，一经双方确认，为本合同不可分割的一部分。

Supply plan is a contractual delivery time schedule issued by Party A to Party B via a delivery system as designated by Party A every week, Once confirmed by both parties, it will be deemed as an inalienable part of the Contract.

7、中国一汽 FAW

包括：（1）中国第一汽车集团有限公司及其分公司；（2）中国第一汽车集团有限公司各级全资子公司、控股子公司。

"FAW" includes: (1) China FAW Group Co., Ltd. and its branches; (2) wholly owned subsidiaries and holding subsidiaries at all levels of China FAW Group Co., Ltd.

8、商业秘密 Trade secret

指由甲方拥有、占有或控制，在商业管理运作过程中的技术信息、经营信

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息和管理信息等不为公众所知悉的全部信息。

It refers to the technical information, business information and management information, which are owned, occupied or controlled by Party A and not known to the public in the process of business management and operation.

9、资产 Assets

指用于生产合同零部件、甲方承担费用的模具（或工装夹具），以及自制外委加工业务所涉及的外委资产，其所有权归甲方所有。

It refers to the molds (or fixtures), the expenses borne by Party A, and the outsourcing assets involved in the self-made outsourcing processing business. These assets are used for the production of contract parts and the ownership belongs to Party A.

10、工装样件 Off Tool Sample

即 OTS 样件，由乙方批量模具按照批量的生产工艺和工序在批量的生产场地制造出来并且自检合格的零件或总成。

The Off Tools Sample (OTS) is the sample made under the conditions and procedure of batch production in manufacturing site, and the self-check qualified parts or assemblies.

第一章 通则

Chapter 1 General rule

第一条 廉洁诚信 Article 1 Duty of integrity

在甲乙双方合作过程中，双方应自觉遵守国家法律法规，履行廉洁诚信的义务。甲方有权了解乙方有关诚信经营及廉洁从业方面的各项制度和规定，并自觉配合乙方遵守执行。同时，乙方应承诺遵守甲方在诚信经营及廉洁从业方面的各项制度和规定，包括但不限于中国第一汽车集团有限公司《采购领域商务合作禁止行为规定》，并配合甲方执行。关于甲乙双方合作过程中廉洁诚信的其他要求，双方应通过签署“廉洁合同”进行约定。

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Both parties shall consciously abide by the national laws and regulations, fulfill the duty of honesty. Party A has the right to understand all the systems and regulations of Party B on honest operation and honest practice, and consciously cooperate with Party B to comply with them. Party B undertakes to abide by all systems and regulations of Party A in terms of honest operation and honest practice, including but not limited to the 《 provisions on prohibition of commercial cooperation in the field of procurement》 of China First Automobile Group Co., Ltd., and consciously cooperate with Party A in the implementation. As for the requirements of honesty and integrity in the process of cooperation between Party A and Party B, both parties shall make an agreement by signing the " Integrity contract "

第二条 保密义务 Article 2 Confidential Information

在甲乙双方合作过程中，在涉及商业秘密信息传递、使用过程中，双方应采取一切合理有效的保密措施，并承担保密义务。关于甲乙双方合作过程中保密义务的其他要求，双方应通过签署保密相关的协议进行约定。

In the process of cooperation between Party A and Party B, both parties shall take all reasonable and effective confidentiality measures and undertake confidentiality obligations in the process of information transmission and use involving trade secrets. As for other requirements of confidentiality obligations in the process of cooperation between Party A and Party B, both parties shall make an agreement by signing the confidentiality commitment.

甲方商业秘密是指由甲方拥有、占有或控制，在商业管理运作过程中技术信息、经营信息和管理信息等不为公众所知悉的全部信息，包括但不限于样车及零部件，或在计算机磁盘、光盘读取器、光盘、硬盘或软件中以数字方式存储、保存或记录的信息，在胶片、纸张或任何其它载体上记录的信息，以及口头方式沟通的信息(该信息包括但不限于：技术信息、专有技术、图纸、流程、方案、设计、发现、创意、测试方法和结果、产品规格；有形物品、样品、试样、设备、装置、模具、汽车零部件；商业信息、数据、开发和规划数据以及

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其它与甲方相关的财务、客户、顾客或供应商相关的信息；采购过程中的各种询价、报价文件及相关信息；产品质量、工艺流程、管理方法等相关信息)。

Party A's business secret refers to the technical information, business information and management information owned, possessed or controlled by Party A and not known to the public in the process of business management and operation, including but not limited to the sample vehicle and parts, or the information stored, saved or recorded in digital form in computer disk, optical disk reader, optical disk, hard disk or software, on film, paper or any of them. The information recorded on the carrier, as well as the information communicated orally (the information includes but is not limited to: technical information, know-how, drawings, processes, plans, designs, discoveries, ideas, test methods and results, product specifications; tangible goods, samples, equipment, devices, molds, auto parts; business information, data, development and planning data and Party A's related finance, customers or suppliers; various inquiry, quotation documents and related information in the purchase process; product quality, process flow, management methods and other related information).

第二章 询报价

Chapter 2 Inquiry and quotation

在项目发包过程中，乙方应按照甲方的询报价要求，提供车型项目的报价信息至甲方。

In the process of project contracting, Party B shall provide the price information of vehicle type project to Party A according to Party A's inquiry and quotation requirements

第一条 询报价方式 Article 1 Inquiry and quotation method

甲方通过报价系统向乙方发出询价需求，乙方在接到询价需求后，应在甲方的询价要求下，在规定的时间内，完成车型项目（零件）的报价。

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如询报价前提发生变化，甲方将根据项目需求提前终止报价或调整报价截止时间。

Party A sends inquiry demand to Party B through the quotation system. After receiving the inquiry demand, Party B shall complete the quotation of vehicle type project (parts) within the specified time limit. If the quotation premise changes, Party A will terminate the quotation or adjust the quotation deadline in advance according to the project demand.

第二条 询报价前提 Article 2 Premise of inquiry and quotation

乙方按照甲方提供的报价前提，包括但不限于图纸、车型项目前提、时间节点，进行车型项目（零件）的报价。如在报价过程中报价前提发生变化，甲方应将此变化信息通知给乙方。乙方如对报价前提有任何疑问，应与甲方进行确认，并以甲方最终确认的询报价前提为准。

Party B shall make the quotation of vehicle type project (parts) according to the quotation premise provided by Party A, including but not limited to drawings, vehicle type project premise, and time node. In case of any change in the premise of quotation, Party A shall inform the information to Party B. If Party B has any questions about the premise of quotation, it shall confirm with Party A. And the final confirmed inquiry and quotation from Party A shall prevail.

第三条 询报价产地要求 Article 3 Request for quotation

乙方的报价需要准确填写产地名称及对应的产地码，报价提交后将不能更改。车型项目（零件）的确定，将依据乙方填写的生产地为准。由于产地错误导致的报价问题由乙方承担。

Party B's quotation shall accurately fill in the name of the place of production and the corresponding origin code, which cannot be changed after the quotation is submitted. The determination of vehicle type items (parts) shall be based on the production place filled in by Party B. The quotation problem

caused by the wrong place of production shall be borne by Party B.

第四条 模具投资要求 Article 4 Request for Mould investment

甲方根据合同零部件产能匹配的需要，进行模具投资。乙方对模具投资的报价应考虑合同零部件产能在合理区间内调整，上下浮动原则上应在 15%以内，乙方应进行相应的产能匹配。

Party A shall invest in the first set of mould according to the actual production capacity matching needs of contractual parts. Party B's quotation shall take into account the adjustment of the production capacity of contractual parts within a reasonable range. the reasonable range of up and down floating ratio shall be within 15%, and Party B shall carry out corresponding capacity matching.

第三章 生产准备

Chapter 3 Production preparation

第一条 技术资料 Article 1 Technical Documentation

1. 甲方向乙方发出定点提名信之后，甲方应及时向乙方提供有关制造合同零部件所需的技术资料。如果需要，还应向乙方提供相关的试验标准等其它技术资料。

Party A shall submit to Party B the necessary technical documentation and the technical quality requirements relating to manufacture of Contractual Parts after sending Party B the nomination letter .Other technical documents such as tests standards shall be submitted to Party B too, if necessary.

2. 乙方应及时登录甲方指定的数据平台下载获取甲方提供给乙方的技术资料，包括但不限于零件图纸、任务书（如需要）、技术供货规定（TL），VW 标准以及检验规定（PV）、Formel Q 质量能力（含软件）、发包质量要求。

Party B shall log onto the data transmission platform designated by Party A to download the technical documents without delay ,including but not limited

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to Parts drawings、Technical specifications (if required)、Technical Provisions (TL), VW Standards and Inspection Regulations (PV) for each product、Formel Q Capability (incl. Formel Q Capability Software)、Sourcing quality requirements.

3. 乙方收到甲方提供的技术资料后应立即进行消化，如技术资料需要再次确认（包括但不限于技术资料缺少、错误、技术问题），乙方应与甲方联系并共同进行确认，甲方应对乙方提出的问题给予解答。上述经双方确认的技术资料均为合同零部件试制和验收合同零部件的依据，对双方均有约束力。

Upon receiving the technical documentation provided by Party A, Party B shall digest them immediately, If the technical data need to be reconfirmed (including but not limited to the lack of technical data, errors and technical problems), Party B shall contact and confirm with Party A, and Party A shall answer the questions raised by Party B. The confirmed technical documentation and the relevant clauses on technical issues agreed upon by the two parties recorded in the minutes of the project conference shall be taken as the basis for the trial manufacturing and the checking and acceptance of the Contractual Parts. The agreed documentation is binding on both parties.

第二条 项目进度 Article 2 Project schedule

对生产准备阶段的模具及工装制造、产品检验及认可样件、质量检验及认可样件的进度，甲乙双方需要签订《双向承诺表(Commitment)》进行明确。乙方应严格按甲方的要求在双方约定的期限内提供详细试制方案和进度计划，按时完成生产准备过程合同零部件开发、交付、检验等工作内容。如项目进度计划需要调整，甲乙双方应共同确认并通过双方认可的其他形式进行约定。

Responsible for the progress of mold and tooling manufacturing, product inspection and approval samples, quality inspection and approval samples in the production preparation stage, Party A and Party B need to sign "commitment" to make it clear. According to the requirements of Party A, Party B shall provide detailed trial production scheme and schedule within the

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time limit agreed by both parties, and Party B shall complete the parts development, delivery and inspection in the production preparation process on time. If the project schedule needs to be adjusted, Party A and Party B shall confirm and agree through other forms approved by both parties.

第三条 合同零部件认可 Article 3 Approval of contract parts

1. 如乙方认为其工装样件已具备测试鉴定条件，应向甲方提出，由甲乙双方共同确认后，再由乙方向甲方正式提交工装样件。

If Party B believes its OTS has possessed the test conditions, it shall inform Party A. With the confirmations of both parties, Party B may formally deliver the OTS to Party A.

2. 乙方应免费向甲方提供合同零部件的送检工装样件，以及与测试鉴定相关的技术和质量文件，以便甲方作测试鉴定，乙方供货产品需满足甲方外协件产品过程技术和质量认可。

The Party B shall deliver the OTS、the technical and quality documents related to testing and identification of Contractual Parts free of charge to the Party A ,so that Party A makes check and test. Meanwhile.The products supplied by Party B shall meet the process technology and quality recognition of the outsourced products of Party A.

3. 乙方应按照甲方的要求，将工装样件送至经由甲方确认的测试地点完成工装样件的测试鉴定。

According to the requirements of Party A ,Party B shall, send the tooling samples to the test place confirmed by Party A to complete the test and identification of the tooling samples.

4. 乙方按照甲方要求提供工装样件时，应同时提供真实合格、全面、详实的自检试验报告及相关信息。此报告中的自检内容和资质应符合甲方的要求。

Party B provides samples according to Party A's requirements, it shall also provide true, qualified, comprehensive and detailed self-test reports and related information. The self-test content and qualifications in this report shall

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meet the requirements of Party A.

5. 当乙方交付工装样件后，工装样件试验由甲方进行时，甲方将不向乙方收取首次试验费用。如果由于乙方原因导致样品试验不合格，需要在甲方进行重复试验，甲方有权要求乙方支付由此发生的试验费用。

When Party B delivers the OTS samples and the sample release test is conducted by Party A, Party A will not charge Party B for the first test fee. If the sample test fails due to the fault of Party B, it is necessary to conduct a repeated test at Party A, and Party A has the right to demand that Party B pay the test fees incurred as a result.

6. 除甲方提出要求外，工装样件在试验后不归还乙方。如工装样件归还乙方的，由此而产生的费用应由乙方承担。

Unless required by Party A, the samples having been tested shall not be returned to Party B. If the samples should be returned, the costs thus incurred shall be borne by Party B.

第四条 生产准备阶段的合同零部件供货

Article 4 Supply in production preparation stage

1. 生产准备供货阶段乙方应按照甲乙双方确认的供货计划、物流方案（物流器具、包装箱、零件标签、模具类型等）进行包装和送货，运费和包装费由乙方承担。

In the production preparation stage, the packing and delivery of the Contractual Parts shall be in conformity with the demand Planning and the logistic plan (fixtures or packing boxes) confirmed by both parties. The freight and packing charges shall be borne by Party B.

2. 生产准备供货阶段，乙方应配合甲方根据生产需求提出的调整方案和措施进行相应调整，按时完成生产需求的交付。

In the production preparation stage, Party B shall cooperate with Party A to make corresponding rectification according to the adjustment plan and measures proposed by the production demand, and deliver on time.

第四章 价格

Chapter 4 Price

第一条 价格确认 Article 1 Price confirmation

乙方向甲方供应合同零部件，甲乙双方应共同签署《提名信》或《价格协议》对供货产品的价格进行约定。在生产准备、批量供货过程中，涉及到产品价格调整时，甲乙双方通过重新签订《价格协议》进行约定，乙方应积极配合甲方。

When Party B supplies contract parts to Party A, Party A and Party B shall jointly sign "Nomination Letter" or "price agreement" to agree on the price of the supplied products. When the price will be changed, Party A and Party B will sign "price agreement" during the process of production preparation and sop, Party B shall actively cooperate with Party A.

乙方向甲方供应合同零部件，由于合同零部件的价格调整，如需要进行价格追溯或补偿时，甲乙双方通过签订“折让/补偿协议”进行约定。

When Party B supplies contract parts to Party A, due to the price adjustment of contract parts, When price tracing or compensation is needed, Party A and Party B shall sign the discount / compensation agreement.

第二条 成本优化 Article 2 Cost optimization

在批量供货过程中，甲方将持续开展成本优化的活动，对甲乙双方达成一致的年度成本优化目标，乙方应积极配合甲方并按要求执行。

After SOP, Party A will continue to carry out cost optimization activities. Party B shall actively cooperate with Party A and implement the annual cost optimization objectives agreed by both parties.

甲方鼓励乙方提交并实施优化成本的建议，对由乙方提出时甲方还未提出且经甲方确认，该新建议能够产生总成本节约收益的，就该收益部分，甲方将根据具体情况和乙方共同分享。

Party A encourages Party B to submit and implement the suggestion of optimizing cost, Party A will share the income from the total cost saving brought by the new suggestion with Party B in accordance with specific conditions , that Party A has not brought forward and tracked.

第五章 订货与包装

Chapter 5 Ordering and packaging

第一条 产品订货 Article 1 Product ordering

1. 合同零部件批量认可后，甲方出具认可证书, 乙方可开始正式批量生产合同零部件。甲乙双方另有约定除外。

After the release of the batch trial manufacturing parts, party A shall issue a certificate to party B. Only after this Party B may commence formally the manufacturing of Contractual Parts, unless otherwise agreed by both parties.

2. 甲方通过指定的供货系统（如SCP-EDP、M-TMS）或订单的形式向乙方发出订货计划，旨在确定乙方供应合同零部件给甲方的时间和数量。

Party A shall order the Contractual Parts from Party B in the form of system(SCP-EDP、M-TMS) or Purchase Order . The purpose is to determine the time and quantity for Party B to supply contract parts to Party A.

3. 甲方通过指定的供货系统（SEP）的形式向乙方发出售后订货计划，旨在确定乙方根据甲方售后服务需要，供应合同零部件及其总成拆散件给甲方的时间和数量。

Party A issues the after-sales order plan to Party B through the designated supply system (SEP), The purpose is to determine the time and quantity for Party B to supply the contract parts and their assembly parts to Party A according to the needs of Party A's after-sales service.

4. 除非另有约定，甲方有权在零部件订单冻结周期以外，根据生产计划的变更、合同零部件的供货质量、时间进度执行情况及售后服务质量等条件，在乙方合理的资源准备周期范围内对乙方的供货数量进行调整。

Unless otherwise specified in the contract, Party A shall be entitled to adjust the ordered quantity of Contractual Parts outside the crystalized circle of the order in accordance with Party A's production, the quality and delivery of the Contractual Parts and after- sale service of Party A, as well as the quality and delivery of the Contractual Parts of Party B, if Party B's resource preparation period is in the reasonable scope.

第二条 其他类采购方式 Article 2 Other procurement methods

1. 准时化供货：对于看板供货的零部件，交货时间为物流信息系统约定的时间，对于准时化供货零件，交货时间为FIS-JIT时间，除另有约定外，交货时间指货物抵达甲方工厂的时间。

FIS-JIT Supply : For the KANBAN parts, the time of delivery is arranged by the logistics information system. For JIT parts, the time of delivery is the FIS-JIT time. Unless otherwise decided by the Parties, the time of delivery shall mean the time when the goods arrive at the factory of Party A.

2. 代购业务：对于供货过程中，因保证生产的需要，如果甲乙双方需要进行零件的一次性或长期代购。对代购过程的权利、义务，甲乙双方将通过签署“一次性/长期代购协议”进行约定。

Purchasing agent business: In the process of supply, if Party A and Party B need to purchase parts once or for a long time due to the need of ensuring production. Party A and Party B will sign the "one-time / long-term purchasing agreement for the rights and obligations in the purchasing process

3. 二次配套业务：对于甲乙双方的合同零部件采购过程，如涉及甲方定点第三方的二次配套业务，在此采购过程中，乙方为总成供应商或散件供应商。对于涉及二次配套业务的甲乙双方、及第三方需要履行的其他权利、义务约定，需要通过签署“二次配套协议”进行明确。

Secondary supporting business: For the procurement process of contract parts between Party A and Party B, if it involves the second supporting business of the third party designated by Party A. In this procurement process,

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Party B is the supplier of assembly or parts. For the rights and obligations of Party A and Party B and the third party involved in the secondary supporting business. The three parties need to make it clear by signing the "secondary supporting agreement" .

第三条 供货保证 Article 3 Supply guarantee

1. 除非另有约定，乙方（外地）应在甲方工厂所在城市建立储备（地点由甲方指定或经甲方同意），始终保持有科学合理的合同零部件的安全库存（至少一周），乙方应将安全库存信息共享给甲方。

Unless otherwise agreed, if Party B is a nonlocal supplier, it shall establish a parts depot in the city where Party A's plant is located (the specified location shall be designated or agreed to by Party A). Party B shall keep a scientifically and reasonably safe storage of Contractual Parts (at least one week's storage), Party B shall share safety stock information with Party A.

2. 乙方应保证甲方在装配合同零部件的产品生产终止后10年的备件（包括拆散备件）供应，其他关于备件的事宜必须严格按照《一汽-大众备件采购和零部件销售的管理约定及实施细则》执行。

Party B shall ensure to keep supplying the spare parts (including knock-down parts) for 10 years after the end of production of the Contractual Parts. And Party B shall carry out 《Management Agreement and Detailed Rules for Implementation of Spare Part Supply and Part Selling of FAW-VW》.

第四条 包装 Article 4 Packing

1. 除非另有约定，乙方供应的合同零部件应严格按照甲方所指定或确认的物流方案（物流器具或包装箱）进行包装。

Unless the Parties have agreed otherwise, the packing of the Contractual Parts shall be in conformity with the logistic plan (logistics equipment or packing boxes) designated or confirmed by Party A.

2. 除非另有约定，用作售后服务备件（含总成拆散备件）应

按甲方有关规定进行包装。

Unless otherwise specified in the contract, the Contractual Parts (knock-down parts included), for the use of after-sales service, shall be packed according to the relevant requirements of Party A.

3. 包装应当确保合同零部件在存储及运输过程中完好无损。

The Packing shall be done in such a way as to assure the quality and avoid the damage of the Contractual Parts in transit and storage.

第六章 交货

Chapter 6 Delivery

第一条 交货要求 Article 1 Delivery requirements

1. 乙方应按甲方提供的有关合同零部件技术文件所列的标准/要求提供质量合格的合同零部件。

Party B shall deliver the Contractual Parts according to the technical standard and related requirements for quality assurance

2. 乙方应利用甲方要求或甲乙双方确认的信息传递手段，按甲方要求或甲乙双方约定的数量、时间、地点、包装、供货方式及运输方式，完成合同零部件的交货。如包装及运输方案有变化，需以甲方最新标准为准。

Party B shall use the means of information transmission required by Party A or confirmed by both parties. Party B shall complete the delivery of products according to the quantity, time, place, packaging, supply mode and transportation mode agreed by Party A or both parties. If there are any changes to the packaging and transportation plan, based on the latest standards of Party A.

3. 在乙方遇到意外情况下，乙方应向甲方通知影响交货数量和时间的情况，且乙方应采取最快的运输方式保证按时交货，以免造成甲方生产线停产。

Party B shall be responsible for the selection of the fastest way of transportation in case of emergency in order to avoid any delay of delivery and

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stop of production of Party A. Party B shall inform Party A the situation that affects the delivery quantity and schedule.

第二条 交货质量 Article 2 Delivery quality

1. 如由乙方责任导致交付的合同零部件不符合供货要求，发生了错装、缺件现象，乙方应无偿更换、补齐。

In case of mistaken parts and lack of parts occurred after delivery caused by Party B, Party A could ask Party B to replace and supplement with free delivery.

2. 如由乙方责任导致交付的合同零部件不符合质量要求，甲方应以书面形式通知乙方，乙方应在要求期限内予以修复（自行维修或委托第三方）或更换，并达到质量要求。

In case of any defects in the Contractual Parts caused by Party B were found, Party A shall inform Party B on time in written form, Party B shall repair (self repair or entrust a third party) or replace it within the required period and meet the quality requirements

3. 甲方将对乙方开展供应商能力评审、综合绩效考核、能力促进工作，乙方应按照甲方的要求给予配合。相关条款参见“供应商质量保证协议”。

Party A will carry out supplier capability audit, comprehensive performance assessment and ability promotion for Party B, and Party B shall cooperate with Party A in accordance with Party A's requirements. Please refer to "Supplier quality assurance agreement" for relevant terms.

第七章 结算

Chapter 7 Payment

第一条 结算方式 Article 1 Terms of payment

1. 甲方应按《提名信》或《价格协议》所确定的合同零部件价格向乙方支付货款。

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Party A shall pay to Party B a price fixed in the Nomination letter or *Price Agreement* attached to this Agreement

2. 乙方应在每月根据上个月供货数量向甲方开据符合甲方要求的增值税发票，甲方挂帐后应在 60 天内付款，货款支付类型分为期票与现金。货款支付方式中期票比例不高于 50%，期限不超过 180 天。

Party B shall every month issue a value-added invoice to Party A which specifies the supply quantity in the preceding month and meets Party A's requirements. Party A shall make a payment by promissory notes or cash within 60 days after relevant monies are on account. In particular, the percentage of promissory notes among the payment for the goods shall not be higher than 50%, and the period thereof shall not exceed 180 days.

3. 在应付款期间，甲方有权对供货内不合格件、缺件、索赔件等不符合合同约定的合同零部件拒付货款。

In the period of payment, Party A shall be entitled to refuse the payment for unqualified parts, missing parts and the parts with a claim made.

4. 乙方应将其实际银行帐号提供给甲方，除非有甲方事先书面同意，甲方不负有应乙方要求将货款支付给第三方的义务。

Party A shall not be committed to remit any payments to any third party unless prior written consent by Party A. For this purpose, Party B shall provide its bank account number to Party A.

5. 乙方每月供货后开据一次发票，须填写完全，尤其要填明供货计划单号，发票由乙方寄往或直接送往甲方财务管理部。

All invoices showing the number of Supply Disposition shall be issued according to each batch of delivery and mailed or sent directly to Party A's Finance Administration.

第二条 质量担保金 Article 2 Quality guarantee

1. 为保证能够向用户提供优良的售后服务，甲方在乙方给甲方供应的所有零部件结束批量供货之前六个月预留质量担保金。质量担保金金额按预留之日

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前十二个月索赔额的五倍计算，质量担保金预留期为自停止供货之日起之后的三十六个月。

For the purpose of providing excellent after-sale service to consumers, Party A shall reserve quality warranty fund 6 months before Party B stops the series supply of the parts to Party A. The quality warranty fund shall be five times of the total claims for 12 months before cessation of supply, the reservation period of quality warranty fund shall be 36 months from the date of cessation of supply.

2. 质量担保金预留期到期后，如三十六个月的实际索赔款少于预留的质量担保金，甲方在到期的次月将余款付给乙方；如三十六个月的实际索赔款大于预留的质量担保金，甲方有权向乙方索取不足的索赔款。此条款在合同终止后的四十个月内依然适用于甲乙双方。

After the expiration of the period of quality warranty fund, if the actual claims during the 36 months are less than the quality warranty fund, Party A shall pay back the balance to Party B in the following month; if the actual claims during the 36 months are more than the quality warranty fund, Party A shall have the right to obtain the shortage of claims from Party B. This term shall be still applicable to both sides in 40 months after termination of the Agreement.

第八章 变更管理

Chapter 8 Change management

第一条 变更范围 Article 1 Scope of change

1. 合同零部件状态变更：指乙方提供的合同零部件发生国产化深度变化，材料变化、下级供应商变化，下级供应商零件状态变化，工艺变更，技术更改及其他可能影响产品特性的更改。

Part status change: Contractual parts provided by Party B are subject to localization depth change, material change, sub supplier change, sub supplier

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part status change, process change, technical change and other changes that may affect product characteristics.

2. 产地变更：指乙方提供的合同零部件产地发生变化，包括生产地址变更、产地中英文名称变更、产地注册地址变更、产地的供应商代码及邓白氏码变更、新生产线（包括但不限于设备及工装夹具）变更。

Place of production change: The production place of contractual parts provided by Party B has changed, including change of production address, change of Chinese and English name of production place, change of registered address of production place, change of supplier code and Dunby's code of production place, new production line (including but not limited to equipment and fixtures).

3. 基本信息变更：指乙方在与甲方合作过程中，乙方的名称变更（包括中英文注册名称、供应商代码、中英文注册地址等），财务信息变更（包括乙方的开户行信息、账号、税号、财务专用章、结算名称等），股权变更（包括股东、股比）、经营层的变更（包括董事长、法人代表、总经理等）。

Basic information change: In the process of cooperation with Party A and Party B, The name of Party B is changed (including the registration name in Chinese and English, supplier code, registered address in Chinese and English), change of financial information (including information of Bank of account, account number, tax number, special seal for finance and settlement name of Party B), change of equity (including shareholders and share ratio), and changes of management (including Chairman of the board of directors, legal representative, general manager, etc.).

第二条 变更方式 Article 2 Mode of change

1. 如果乙方提供的合同零部件发生合同零部件状态变更，乙方应在发生上述变更前将相关情况向甲方提出申请。对乙方提出的变更申请，应按照甲方变更管理要求，经甲方的正式确认后（如需要重新试验或认可，乙方应得到甲方的正式认可），方可实施变更。甲方有权要求乙方支付由此发生的试验或认可费

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用。

If Contractual parts provided by Party B are changed, Party B's application for change shall be subject to Party A's formal confirmation in accordance with Party A's change management requirements(In case of re test or approval, Party B shall obtain formal approval from Party A). Party A has the right to require Party B to pay the test or approval fees incurred.

2. 如果合同零部件需要进行技术更改，甲方应在合同零部件制造过程中及时将技术更改通知乙方，如上述更改使乙方的生产要素（包括但不限于工装、模具）发生变化，双方应就技术更改内容、进程、费用等问题共同确认。

If Contractual parts need to be changed. Party A shall inform Party B of any technical modification in time in the process of manufacturing of the Contractual Parts. If such modification leads to any change in Party B's production factor, both parties shall discuss about and reach an agreement about the time schedule of the modification, additional expenses and other issues.(including but not limited to tooling and mould).

3. 如果甲方决定实施技术更改，而乙方继续被甲方确定为更改后的零部件的供应商，则乙方应按甲方更改后的技术要求及双方确认的时间进度制造合同零部件。

If Party A decides to make a technical modification and Party B is still the supplier of the Contractual Parts of Party A, Party B shall manufacture the Contractual Parts according to the modified technology and the time schedule confirmed by both parties.

第九章 售后保证

Chapter 9 After sales guarantee

第一条 售后适用的法律法规 Article 1 Laws and regulation of after sales

1. 乙方向甲方供应的合同零部件，应遵循《中华人民共和国产品质量法》、

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《中华人民共和国消费者权益保护法》、《家用汽车产品修理、更换、退货责任规定》（以下简称“三包规定”）、《缺陷汽车产品召回管理条例》、《缺陷汽车产品召回管理条例实施办法》、《机动车环境保护召回管理规定》、地方性法规等有关规定。如上述规定有变化，按国家或地方最新规定执行。如果甲方标准高于国家或地方标准，以甲方最新的标准执行。

Party B supplies Party A with contract parts (including spare parts), Party B shall abide by the <product quality law of PRC>、<Consumer Rights Protection Law of PRC>、<Regulations on the liability for repair, replacement and return of household automotive products>(Hereinafter referred to as "Three Guarantees")、<Regulations on recall management of defective automobile products>、<Measures for the implementation of regulations on recall management of defective automobile products>、<Regulations on the administration of environmental protection recall of motor vehicles>、Local laws and regulations. If the above provisions change, the latest national or local regulations shall be followed. If the standard of Party A is higher than the national or local standard, the latest standard of Party A shall prevail.

2. 乙方向甲方或甲方指定的经销商、服务商提供的维修或更换的零部件应是经甲方检验合格的或与甲方装配线上所使用相同的零部件。

Repair or replacement parts provided by Party B to Party A or the distributor 、service provider designated by Party A, which is a qualified part inspected by Party A or the same part used in Party A's assembly line.

第二条 售后担保政策 Article 2 After sales guarantee policy

对于乙方向甲方供应的合同零部件（含备件），乙方应提供质量担保，质量担保期为自销售者向最终用户进行车辆交付之日或者零部件更换之日（指用户到一汽-大众经销商或服务站修理结算日）起按用途和车型确定如下：

Party B shall provide warranty for the Contractual Parts (spare parts included). Warranty commences from vehicle delivery date by the seller to the customer or the date of settlement for installation of changed parts in FAW-VW

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service stations for a period depending on vehicle usages and models as follow:

1. 大众系列产品为三十六个月或十万公里（以先到者为准）；对于营运车辆为十二个月或十万公里（以先到者为准，只包修，不包退换车）；对于公务车辆为三十六个月或十万公里（以先到者为准，只包修，不包退换车）。

Product of Volkswagen series: 36 months or one hundred thousand kilometers, whichever comes first; Product of public using: 12 months or one hundred thousand kilometers, whichever comes first for repair only but not exchangeable; Product of official using: 36 months or one hundred thousand kilometers, whichever comes first for repair only but not exchangeable.

2. 奥迪系列产品为三十六个月或十万公里（以先到者为准）。

Product of AUDI series: 36 months or one hundred thousand kilometers, whichever comes first

3.对乙方供应的合同零部件涉及新能源相关的三电产品，质量担保期为九十六个月或十六万公里（以先到者为准）。

The contract parts supplied by Party B involve new energy related three electric products, The warranty period is 96 months or 160000 km, whichever comes first.

4. 售后备件的质量担保期为大众系列产品自备件更换之日起（指用户到一汽-大众经销商或服务店修理日）十二个月或十万公里（以先到者为准），奥迪系列产品为十二个月。

For spare parts warranty, Product of Volkswagen series: the newly up dated regulations (customers change parts in FAW-VW service stations) is 12 months or one hundred thousand kilometers, whichever comes first. Product of AUDI series: 12 months.

5. 有关易损件、主要总成和系统的种类范围按国家或地方的有关规定执行。易损耗零部件质量担保期限按甲方制定的担保政策执行。

For the warranty period of easily damaged parts, main assemblies and

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systems, the respective concerned government stipulations shall be implemented. In any case, the latest updated government regulations shall be implemented.

6. 批量质量问题、隐患消除活动（汽车产品召回、服务行动、零件延长质量担保期等）以及因产品存在缺陷造成人身及他人财产损害需赔偿的情况，不受质量担保期限限制。

The elimination of batch quality problems and hidden dangers is not limited by the quality guarantee period(Automobile product recall, service action, preferential claim, parts extended warranty period, etc), and compensation for personal and property damage caused by product defects.

第十章 产品责任

Chapter 10 Product liability

第一条 产品索赔 Article 1 Product claim

1. 如因乙方责任未能按供货计划、技术标准、质量要求提供满足甲方要求的合同零部件，给甲方生产造成损失的，甲方有权向乙方进行索赔。索赔费用应包括：合同零部件挑选、退货的费用；导致整车整机返修、车辆滞留、生产停台、缺件下线的经济损失；导致甲方额外的过程监控、促进和质量检验的费用；导致偏差供货的损失费用、因合同零部件未达到双方约定质量目标，导致甲方的生产成本损失等。

If Party B fails to provide qualified Contract parts according to the supply plan, technical standards and quality requirements due to Party B's responsibility, causing losses to Party A's production, Party A has the right to claim against Party B. Such expenses and losses include but are not limited to: expenses of picking and returning relevant parts; expenses of test and identification for relevant parts; economic losses due to the whole vehicle rework, vehicle stagnating, suspension of production, and any vehicle off line due to lack of relevant parts; expenses of Party A's extra process control,

promotion and quality inspection; quality losses due to the deviation; party A production cost lost should also be considered, due to exceeding quality goal agreed by both parties.

2. 如因乙方责任引起的合同零部件不符合约定，进而引起销售车辆的质量问题，甲方有权向乙方进行索赔，索赔费用应包括：甲方采购的备件价格（包括因乙方原因导致乙方无法提供索赔备件时，甲方通过其他途径采购的备件价格）、管理费、运输费、索赔修理工时费、外出救援费用（含拖车费）、因修理而造成的相关零部件的合理损失费用、及国家或地方执法部门的要求、罚款或是起诉甲方/甲方指定的经销商等所产生的费用等。

In case of quality defects of contract parts caused by Party B's responsibility, and then cause the quality problem of sales vehicles, Party A has the right to claim against Party B. The expenses paid by Party B for such claim shall include price for spare parts(Including the price of spare parts purchased by Party A through other channels when Party B is unable to provide the claimed spare parts due to Party B's reasons), expenses for the storage of spare parts, transportation, working hour for repairing, out of office rescue expenses (including Trailer fees) , and the other reasonable losses on the related parts caused by the repair, the penalties from national or local law enforcement authorities, or the expenses incurred by Party A or dealers designated by Party A being prosecuted ,etc..

3. 如因乙方责任导致的三包费用（包修费用、包换费用、包退费用、超期维修补偿等）、为消除故障或缺陷而在车辆销售给用户前产生的费用、国家或地方法规要求范围的费用等，均由乙方承担。

If Party B's responsibility causes the three guarantees expenses(Repair cost, replacement cost, refund cost, compensation for overdue maintenance, etc), costs incurred before the vehicle is sold to the user to eliminate faults or defects, Expenses within the scope required by national or local regulations, etc, all expenses shall be borne by Party B.

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4. 由于乙方责任导致甲方违反“三包规定”，乙方应承担由此给甲方造成的损失。另外，如果出现零部件制造质量缺陷，且由于该缺陷造成其它财产及人身损失，进而导致甲方损失的，甲方有权向乙方进行索赔，乙方应予赔偿。

If Party B causes Party A to breach the "Three-guarantee Provisions", Party B shall bear the losses caused to Party A. In addition, if defects found on such parts and/or the losses with the other property and personnel occurred by such defects, Party A shall be entitled to claim for the reimbursement when Party A pays the losses to any third party. Party B shall bear all the expenses of Party A's product recall resulting from the quality problems of the Contractual Parts.

5. 由于乙方原因导致的合同零部件质量问题，进而引发甲方的批量质量问题及隐患消除活动（汽车产品召回、服务行动、零件延长质量担保期等），乙方应配合甲方对缺陷汽车产品实施批量质量问题及隐患消除活动，并承担由此给甲方造成的损失。

Quality problems of contract parts caused by Party B, and then lead to Party A's batch quality problems and hidden danger elimination activities(Automobile product recall, service action,, parts extended warranty period, etc), Party B shall cooperate with Party A to eliminate the batch quality problems and hidden dangers of defective automobile products, and bear the losses caused to Party A.

第二条 索赔支付 Article 2 Claim payment

1. 如果因乙方产品责任需要进行的索赔，甲方有权从乙方供货应付货款中直接扣除。其他已由甲方支出但根据约定或法律规定应由乙方承担的费用，亦按本条规定处理。

If it is necessary to make a claim due to Party B's product liability, Party A has the right to deduct directly from the payment for goods supplied by Party B. Other expenses that have been paid by Party A but should be borne by Party B according to the agreement or legal provisions shall also be dealt with in

accordance with this article.

2. 如果甲方就因乙方的责任而造成的甲方损失向乙方提出索赔，应给予乙方在合理期限内调查所造成的损失的机会。

If Party A intends to claim against Party B according to the above clause of this Article, Party B will be informed promptly and given an opportunity to investigate the losses

第三条 产品追溯 Article 3 Product traceability

1. 乙方应提供充足的维修零部件，保证召回、服务行动等市场活动按计划进行，并保证甲方正常生产所需合同零部件供应。乙方应建立并保存合同零部件在设计、制造、标识、检验、采购、物流等方面的信息记录，保存期不得少于 10 年；同时乙方应建立配套的零部件的可追溯性。甲方有权根据需要要求乙方提供该信息记录，乙方应在甲方通知后 3 个工作日内提供甲方需要的信息和书面证明材料。

Party B shall provide sufficient repair parts to ensure that the recall、market activities such as service actions are carried out as planned, and guarantee the supply of contract parts for Party A's normal production. Party B shall establish and keep records in the design, manufacturing, identification, testing, purchasing, logistics, etc. of Contractual Parts. The preservation period shall be no less than 10 years. At the same time, Party B shall establish traceability of Contractual Parts. Party A has the right to request Party B to provide the records in need. Party B shall provide records and documentary evidence required by Party A within 3 working days after notice by Party A

2. 乙方自行获知合同零件可能存在缺陷的，应当立即组织调查分析，并如实向甲方报告调查分析结果。

If Party B finds potential defects of the Contractual Parts, Party B shall immediately organize investigation and analysis, and report analysis result to Party A.

3. 乙方应按照甲方制定的《供应商取件排班表》的取件周期执行取件，甲

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方有权对索赔量大的供应商取件频率进行调整;如乙方未按照排班表周期取件,甲方有权自行对索赔件进行处理。

Party B shall arrange pick-ups in accordance with the Parts taken schedule of suppliers made by Party A. If Party B fails to schedule the pick-up, Party A shall have the right to deal with the defective parts at its own discretion. Party A shall make deduction as a reimbursement from the payable account to Party B according to the list for claims.

第十一章 违约责任

Chapter 11 Breaching Obligation`

第一条 违约行为 Article 1 Breach of contract

1.如发生逾期付款,逾期交货等违约行为,违约方应按中国法律的规定承担违约责任。

In case of late payment, late delivery and other acts of default, the default party shall bear the liability for breach of contract in accordance with the regulations of the law of China.

2.乙方无故单方面终止合同、中途停止试制、制造或供应合同零部件或未经甲方书面同意将其合同下的权利义务转让给第三方;

-乙方违反合同规定,向第三方提供合同零部件;

-乙方供货同一产品同一质量问题再次发生;

-任何一方违反廉洁和保密义务的规定;

-甲方无故单方面终止合同、中途拒绝乙方试制、制造或供应合同零部件。

- Party B terminates the Agreement without any reasons, ceases to trail manufacture, manufacture and supply the Contractual Parts, or transfers the rights and obligations under the Agreement to a third party without Party A's written consent.

- Party B breaches the stipulation of contract to provide the Contractual Parts to a third party;

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- Party B's same quality problem is proved defective again.
- Any party breaches the stipulation of integrity and confidentiality.
- Party A terminates the Agreement without any reasons; refuses to receive the Contractual Parts trail manufactured, manufactured and supplied by Party B.

3. 如果乙方提前终止试制或由于乙方原因导致工装样件、自检试验报告逾期交付、乙方未能按照甲乙双方的约定完成相应试制工作，则甲方有权要求乙方赔偿因其逾期而造成的无法实现国产化所产生的损失。

If Party B terminates the trial production in advance or delays the delivery of OTS samples 、 self inspection test reports、 fails to complete the corresponding work in accordance with the provisions of the Commitment Form due to Party B's reasons, Party A has the right to demand compensation from Party B for the corresponding losses caused by the inability to achieve localization due to its delay.

如因由乙方原因导致超过三次（包含三次）工装样件的试验仍未通过，甲方有权终止乙方的试制工作。由此造成甲方损失时，甲方有权要求乙方承担相应损失。

When it is confirmed by both parties that more than three sample (Including three times) tests have not been passed due to the fault of Party B, Party A has the right to terminate Party B's trial production work. When this causes losses to Party A, Party A has the right to demand that Party B bear the corresponding losses.

4. 如果乙方违反合同规定，向其他第三方提供了合同零部件，或者，乙方在本合同终止后为任何其他第三方提供合同零部件，则乙方应承担全部的违约或侵权责任。此种情况下，甲方有权要求乙方予以赔偿。同时，乙方还应向甲方提供与向第三方供货有关的所有信息，包括但不限于该第三方的名称、地址、供货名称和价格以及供货渠道等。

If Party B breaches the stipulation of contract for supplying a third party Contractual Parts , or, supplying a third party Contractual Parts after the termination of this contract, Party B shall be entirely liable for the breach of

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contract or the tort. In such cases, Party A is entitled to claim for a compensation against Party B. Meanwhile, Party B shall provide Party A with all the information relating to the third party, including but not limited to its name and address, the Contractual Parts, the price and the delivery channel.

第二条 违约处理 Article 2 Handling of Contract Breach

1. 如合同一方存在本合同第十一章第一条约定的违约行为，则另一方有权解除合同，并要求违约方赔偿其经济损失。

One party shall have the right to terminate the Agreement and to claim for the losses from the breaching party in case breach of contract in Article 1 of Chapter 11.

2. 如果乙方应当承担违约责任，但未另行向甲方支付违约金或承担赔偿责任，则甲方有权从乙方在甲方处的账款中直接扣除。其他已由甲方支出但根据约定或法律规定应由乙方承担的费用，亦按本条规定处理。

If Party B should be liable for any breach of contract, but not yet paid the compensation or assume liability for compensation to Party A, then Party A shall have the right to deduct the same amount from Party B's funds which were kept by Party A. The arrangement under this provision shall apply to any other expenses that have been made by Party A, of which Party B should be liable under this Agreement or under the laws.

第十二章 一般条款

Chapter 12 General provisions

第一条 模具及资产所有权 Article 1 Ownership of molds and assets

1. 如用于生产合同零部件的模具（或工装夹具）的费用，是由甲方支付的，甲方对该模具（或工装夹具）享有所有权。甲方有权随时对模具（或工装夹具）进行跟踪检查。其他关于生产合同零部件模具的保养、维修等其他规定，甲乙双方应签订相关的模具协议进行约定。

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The mould (or fixture) used for the production of contract parts, which are paid by Party A, Party A has the ownership of the mould (or fixture). Party A has the right to track and inspect the mould (or fixture) at any time. Other regulations on the maintenance and repair of parts and moulds in the production contract, Party A and Party B shall sign relevant mould agreement.

2. 对甲方与乙方合作的甲方自制外委加工业务（包括但不限于冲压/焊装自制件及规划中的冲压/焊装自制件），当涉及到资产外委时（包括但不限于工装、模具等），对外委资产的所有权、保养、以及业务终止后外委资产的处置等约定，应按照甲乙双方签订的补充协议，履行甲乙双方职责。

To the outsourcing processing cooperation between Part A and Part B (Including but not limited to self-made stamping and welding or planned self-made stamping and welding) .When asset outsourcing involved(Including but not limited to tooling, mold), about the property rights、maintain and disposal after terminating contract of outsourced assets, Part A and Part B should perform the duties of both parties basing on Supplementary Agreements signed by both parties.

第二条 知识产权 Article 2 Intellectual property rights

1. 如果合同零部件是使用甲方提供的图纸，或模具（或工装夹具）生产的零件，或由甲方支付开发费、生产线费用或甲方参与开发的零件，则未经甲方事先书面同意，无论在合同有效期内或是合同终止后，乙方不得以任何方式向第三方供货，（按照法律规定乙方可以向第三方供货的除外，但在此种情况下，乙方也需要用书面形式通知甲方关于第三方的公司名称、所供零件名称、零件号等信息）。

Party B shall not deliver the Contractual Parts to any third party (Except for supplying to the third party, which is in accordance with the law. In such case, Party B shall notify Party A the related information of the third party in written form, such as: the company name, the supplying part name and part number etc.) when Party B manufactures the Contractual Parts with the toolings and drawing which have been provided by Party A, or when the

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development fee and production line shall be paid by Party A, or when parts developed with the participation of Party A, whether during the validity period of the contract or after its termination.

2. 甲方在此授权乙方使用甲方有权使用的商标用于按本合同的规定生产、销售合同零部件。德国大众公司、德国奥迪公司及一汽-大众汽车有限公司的商标只可用于为供应甲方生产或售后服务需要所使用的合同零部件，未经甲方事先书面同意，乙方也不得以任何方式向第三方提供带有德国大众公司、德国奥迪公司及一汽-大众汽车有限公司商标的零部件。

Party A hereby grants Party B the right to use the trademarks which Party A has the right to use for Party B's manufacturing and sale of the Contractual Parts according to this Agreement. Trademarks of VW, Audi and FAW-VW shall be only used on the Contractual Parts for Party A's production and after-sale service. Party B shall not provide the parts which are attached with the trademarks and /or logos of VW, Audi and FAW-VW to any third party without Party A's prior written consent.

3. 如果任何第三方接受了乙方的委托为乙方加工合同零部件，乙方需要同甲方确认并经过甲方同意。且乙方应当对该第三方加工的合同零部件的质量承担保证责任，一旦发生质量问题，乙方应当承担损害赔偿责任。

If any third party is authorized by Party B to manufacture parts, Party B shall confirm with Party A and obtain the consent of Party A. And Party B shall be responsible for the quality assurance of the parts processed by the third party. In case of quality problems, Party B shall be liable for damages.

4 在甲方提出要求时，乙方应告知甲方与合同零部件有关的知识产权使用情况，不论这些知识产权属乙方所有，还是被许可使用，或是经过转让的知识产权。

When Party A requires, Party B shall inform the uses of intellectual property rights relating to the Contractual Parts whether the property rights belong to Party B or not, or such property right are licensed or transferred from any third party.

5. 如果乙方单方面向任何第三方供货(使用甲方提供的图纸或模具(或工装夹具)生产的零件,或由甲方支付开发费、生产线费用,或甲方参与开发的零件,或带有德国大众公司、德国奥迪公司及一汽-大众汽车有限公司公司商标的零部件),一经甲方发现并经证实,甲方除了向乙方索赔直接损失外,还将向乙方索赔甲方遭受的其他损失,包括但不限于营业损失、预期利益减少或损失、财产损失、费用增加、对第三方承担的赔偿责任和支付责任等;如果乙方的上述行为情节严重或发生三次,则甲方有权收回模具(或工装夹具),并解除本合同,而无需承担解除合同的违约责任。

If Party B delivers the Contractual Parts(Party B manufactures the Contractual Parts with the toolings and drawing which have been provided by Party A, or when the development fee and production line shall be paid by Party A, or when parts developed with the participation of Party A, or logos of VW, Audi and FAW-VW.) to any third party without Party A's prior consent, Party B shall reimburse Party A the direct losses suffered by Party A as well as other losses suffered by Party A including but not limited to operational losses, decrease or loss of planned gains, property losses, increase of costs and expenses, compensation and/or payment obligations to any third party. If Party B delivers such Contractual Parts to any third party without Party A's prior consent for three times or such delivery leads to a serious consequence, Party A will have the right to get back the molds and toolings and cancel the Contract, with no need to bear the liability for breach of the Contract.

6. 如果甲方因乙方提供的合同零部件,因乙方的责任而侵犯了任何第三方的知识产权,从而引起第三方提出的任何索赔,乙方应承担全部责任。

In case of any claim for infringement of rights by any third party against Intellectual Property Rights and this claim is due to Party B's fault, Party B shall bear all responsibilities.

7. 乙方应确保甲方及其客户不因侵犯上述知识产权而承担任何责任和损失。乙方完全按甲方所提供的图纸、模型等制造和供应合同零部件时,不知道或不可能知道已侵犯了任何第三方的知识产权,不属此规定。在此情况下,甲方应

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确保乙方不因第三方提起索赔而受到任何损失。

Party B shall prevent Party A and its customers from any liability and losses arising from the foregoing infringement upon any Intellectual property right, except that Party B does not know or it is improbable for Party B to know the infringement upon any Intellectual property right of a third party, when manufacturing and supplying the Contractual Parts according to the drawings, molds and so on provided by Party A. In such a case, Party A shall prevent Party B from any losses due to the claim made by the third party.

8. 合同双方有义务及时互相通知一切侵权行为或侵权可能性，以便有机会共同或单独处理由任何第三方提出的或向任何第三方提起的诉讼。

The two Parties have the obligations to inform each other of the possibility of infringement, so that both Parties have the opportunity to deal with the lawsuits instituted by any third party or sue any third party.

第三条 安全环保 Article 3 Safety and environmental protection

1. 乙方在生产及向甲方提供产品或服务的过程中，乙方应遵守国家法律法规标准和甲方就致力于保护环境和安全生产的各项合理要求。当乙方发生环境和安全风险时，应及时通知甲方。

During the process of production by Party B and supplying the products and services to Party A, Party B shall abide by the relevant national laws and regulations, and any reasonable requirements of Party A on environmental protection and safe production. In case of any environmental and safety risk, Party B shall notify Party A in time.

2. 对材料数据提交、禁限用物质使用和非金属零部件材料标识，乙方应遵守甲方的汽车回收利用（ELV）的要求，具体细则见一汽-大众IT系统供应商端。

As for required data and materials, the use of toxic substances and non-metal parts product identifications, Party B shall be in conformity with the ELV (End-of-Life Vehicle) requirements of Party A. Details refer to FAW-VW supplier system:

(<https://scp.faw-vw.com>. In case of any update, Party A shall notify Party B timely.)

3. 乙方在甲方区域的人员和车辆应遵守甲方的各项规定，甲方对乙方在甲方区域的安全生产工作统一协调、管理，定期进行安全检查，对乙方存在的安全事故隐患或发生的安全事故，甲方有权依据“相关方安全管理协议”约定的内容进行处理。

When Party B's staff and automobile enter into the Party A's work site, all regulations of Party A shall be observed. Party A shall have the right to coordinate and manage the production safety and carries out regularly safety inspections if Party B works in Party A's areas . Party A has the right to deal with it in accordance with the content of "safety management agreement of relevant parties".

4. 乙方对其在甲方区域工作的人员负有安全管理责任，并为其缴纳工伤保险。乙方依法将其承担的项目分包给其他单位的，应与其签订安全管理协议，乙方负责其分包单位的安全管理，并承担相应的安全责任。

Party B has the responsibility of occupational safety for the employees working in Party A's areas and should pay for workers' insurance. When Party B allocates the tasks to other organizational units, it should assign the safety agreement with them and undertakes the appropriate responsibility of safety.

5. 由于乙方的违约行为发生安全事故，或造成甲方及第三方人员伤害、经济损失及其他严重后果的，乙方应承担违约责任及赔偿责任，甲方保留追究乙方法律责任的权利。

If Party B's breach of contract causing work accidents or injury of the Party A and other party's persons, economic loss and other serious consequences, Party B should bear the liability for breach of contract and compensation. Party A reserves the right to investigate and take legal action.

6. 乙方应向甲方提供其通过环境管理体系的认证证书或未来通过环境管理体系认证的进度计划。甲方鼓励乙方 / 供应方贯彻环境管理体系。甲方对通过环境管理体系认证的供应商优先考虑未来项目及供货比例。

Party B shall provide Party A with ISO 14001 Certificate or the schedule

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for getting the ISO 14001 Certificate. Party A encourages Party B in getting the EMS recognition. Preferences shall be given to those suppliers in getting lager delivery portion or to be considered in the future projects, which has ISO 14001 certificate.

7. 乙方应在其业务范围内遵守《一汽-大众对其业务合作伙伴中可持续发展的要求》中有关的社会和环保的要求。乙方应要求其价值链中的供应商也要遵守甲方可可持续发展的要求。

In regard of FAW-VW Requirements Regarding Sustainability in Its Relationships with Business Partners Party B complies with social and environmental issues of named document within its own business. Party B is also responsible for the compliance with sustainability requirements from Party A within the value chain of their own business partners respectively their suppliers

8. 乙方提供的合同零部件如属于车辆网络安全、功能安全、预期功能安全相关零部件，应保证提供给甲方的合同零部件（包括但不限于软件、服务内容等）满足甲方有关合同零部件技术资料中所列的网络安全、功能安全、预期功能安全相关标准/要求。

If the contract components provided by Party B belong to automotive cyber security、functional safety and safety of the intended function related components, Party B shall ensure that the contract components (including but not limited to software, service content, etc.) meet cyber security、functional safety and safety of the intended function related standards/requirements listed in Party A's technical materials.

9. 如乙方提供的零件为产品安全相关的新能源零件，乙方应在零件认可前提供安全特性清单和管控方案并与甲方确认，同时向甲方开放与产品安全、质量分析等相关的必要数据。

If the parts provided by Party B are NEV parts which related to product safety, Party B shall provide the list of safety characteristics and control programs which should confirmed with Party A before the part approval, and at the same time, open the necessary data related to product safety and quality

analysis to Party A.

10.甲方有权对乙方开展供应商能力评审、综合绩效考核、能力促进等工作；乙方有义务按照甲方要求完成相应工作，包括但不限于供应商能力评审、项目规划评价、飞行检查，甲方有权进行跟踪检查。当乙方在交付合同零部件过程中，存在供货、质量、进度等风险时，应及时通知甲方。

Party A has the right to carry out supplier capability audit, comprehensive performance appraisal, capacity promotion and other work for Party B; Party B is obliged to complete the corresponding work in accordance with Party A's requirements, including but not limited to supplier capability audit, project planning evaluation, and unannounced inspection, and Party A has the right to conduct follow-up inspections; When Party B has risks such as supply, quality and progress in the process of delivering the contract parts, Party B shall notify Party A in time.

第四条 产品 CCC 认证 Article 4 CCC certification of products

1. 乙方向甲方提供的合同零部件（含备件）需要满足国家和地方相关法律法规的要求。如乙方提供的合同零部件（含备件）属于国家强制性产品认证要求（CCC认证要求）的，则乙方必须办理相应的国家CCC认证证书，并且按照甲方要求提供相关文件。若该CCC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复印件。

The contractual parts (including spare parts) provided by Party B must meet the requirements of the relevant national and local laws and regulations. If the contractual parts (including spare parts) provided by Party B belong to national compulsory certification products (CCC certification requirements), then Party B must obtain the relevant national CCC certification and provide relevant documents in accordance with Party A's requirements. Upon any of the changes to the CCC certificate, Party B shall immediately notify Party A and submit the latest copy of the certificate to Party A.

2. 如乙方合同零部件的分供方所提供的货物属于国家强制性产品认证要求

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的，乙方必须要求其分供方提供国家CCC认证证书，若该CCC认证证书有任何变更，乙方也必须立即告知甲方。

If the products provided by the sub-supplier for the part of the Party B belong to the national compulsory certification products, Party B shall require the sub-supplier to provide the national CCC certification, and if the CCC certificate has any of the changes, Party B shall inform Party A immediately.

3. 乙方要对其供应的零部件（含备件）的生产标准到当地质监局备案；乙方给甲方提供的备件，应向甲方提供质量合格证和生产许可证，乙方提供的每个备件的最小包装要含有合格证。

Party B shall put the relevant production standards for the supplying part (including spare parts) to be filed in the local Quality Supervising Bureau. As for the spare parts provided by Party B to Party A, Party B shall submit the quality certificate and production license certificate to Party A. The minimum package for each spare part provided by Party B shall be contained in the certificate of conformity.

4. 如乙方由于自身原因未申办相关认证或相关认证失败，或者未能在规定时间完成相关法规认证工作并向甲方提交相关文件，则甲方生产、销售环节因认证缺失或失效可能导致的一切后果，须由乙方负责承担。

If Party B does not apply for the relevant certification or fails to the certification, or fails to complete the certification within required period, as well fails to submit the relevant documents to Party A due to their own reasons, The consequences and losses caused by the certification failure of Party B in production process and sales process of Party A shall be borne by Party B.

第五条 不可抗力 Article 5 Force Majeure

1. 合同一方因不可抗力未能履行本合同，该方对于不可抗力的影响存续期间无法履行其义务不承担责任，合同双方在其它方面仍受本合同条款的约束，合同双方都应尽最大努力以减轻不可抗力事件造成的损失。

If any party hereto is prevented from executing this Agreement by force

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majeure, that party shall not be liable for the non-execution of its obligations during the continuance of the force majeure. The suspension of the execution of this Agreement due to force majeure shall be limited to a period of time during which the effects of force majeure continue. The Parties hereto shall do their utmost in order to minimize the consequences of force majeure.

2. 遭受不可抗力的合同一方应立即（不迟于获悉不可抗力后二天）用电子邮件或传真等方式通知合同另一方，并有义务持相关机构开具的合法证明以陈述不可抗力事故及事故持续时间，以及该事故对履行本合同的影响。

The party prevented by force majeure shall notify the other party by E-mail and fax immediately, no later than 2 days after having learned of such force majeure. And that party shall be obliged to prove the cases of force majeure, end time of the cases of force majeure and its effects to this Agreement.

第六条 合同语言 Article 6 Contractual Language

1. 本合同用中文和英文制作，双方签署原件一式二份，各执一份。如两个版本发生冲突，以中文版为准。

This Agreement has been concluded by the execution of two copies. Both copies are made in Chinese and English, and each party shall keep one copy. The working version is Chinese. If there is any inconsistency or conflict between English and Chinese versions, the Chinese version shall be the prevailing version.

第七条 期限与终止 Article 7 Terms and Termination

1. 本合同一经双方授权代表签字认可并加盖合同章后即刻生效。合同期限为一年，即 2024年01月01日 至 2024年12月31日 止（合同附件的期限不包括在内）。

This Agreement shall enter into effect upon the signature and Contractual Seal thereof by the authorized representatives of the two Parties, and be valid for a term of one year that is from 2024-01-01 to 2024-12-31

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(excluding the term of any attachment hereto).

2. 考虑到甲乙双方合作的长期性和稳定性，除非任何一方在合同期满前提前三个月向对方书面提出终止合同，本合同自动延长至下一个日历年。同样，在延长后的下一个日历年期满前提前三个月，如合同任何一方没有书面提出终止合同的要求，则本合同自动延长至第三个日历年，本条款规定的期限延长不受次数限制。

In consideration of the long-term and stable cooperation between both parties, the Contract will be automatically extended to next calendar year, if no party has proposed in writing to terminate the Contract within three month before expiry of the Contract. Also, if no party hereto has proposed in writing to terminate the Contract in writing within three month before expiry of the next calendar year, the Contract will be automatically extended to the third calendar year. There is no restriction to times of extension of the period specified in this clause.

3. 本合同终止后，如双方没有签订新的合同，乙方应同时停止合同零部件的生产并向甲方返还所有技术文件、样品及所有权归甲方的模具和工装等。如有违反，乙方需承担由此给甲方造成的损失。

After the termination of the Agreement and new agreement is not signed by the two Parties, Party B shall terminate the manufacture of the Contractual Parts and return to Party A all technical documentation, samples and toolings of which the property rights belong to Party A accordingly. In case of violation, Party B shall bear the losses caused to Party A.

第八条 争议解决 Article 8 Dispute settlement

1. 合同任何一方未行使本合同条款所享有的权利，均不应视为放弃这一权利，也不应妨碍该方以后行使这一权利。

Failure of either party hereto to exercise any of the rights to which it is entitled under this Agreement shall not be regarded as a waiver of such right and shall not prevent the party from exercising such right at a later date.

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2. 本合同中的部分条款经由法院判决被认为无效或不能执行时，该项无效或不能执行仅适用于该条款，不影响本合同的其它条款的有效性或执行效力。

When some clauses in this contract are deemed invalid or unenforceable by the court, The item is invalid or unenforceable and only applies to the item, It does not affect the validity or execution of other terms of the contract

3. 双方对于本合同中未约定的事项或对本合同的约定产生疑义时，应由双方通过善意协商来处理 and 解决。如无法协商一致的，双方同意与本合同有关的任何诉讼活动都应在甲方所在地有管辖权的法院进行。

Any disputes arising out of or relating to this Agreement shall be settled by negotiation or conciliation. If consensus cannot be reached through negotiation ,The two Parties agree that such judgment relating to this Agreement could be proceeded at the court with jurisdiction over the location of Party A.

第九条 合同补充 Article 9 Contract supplement

1. 本合同条款用于规定签署本合同甲乙双方的权利、义务及法律关系。如本合同有未尽事宜，双方应通过友好协商，以相应的补充协议来进行约定。

The terms of this contract are used to stipulate the rights, obligations and legal relationship between Party A and Party B when signing this contract. If there are any matters not covered in this contract, both parties shall reach an agreement through friendly consultation and make corresponding supplementary agreements.

2. 本合同条款内容的更改及修正必须采用书面形式。未经双方以书面形式协商一致，不得对本合同项下的条款内容做出任何变更。

The change and amendment of the contract terms must be in writing, No change shall be made to the terms and conditions of this contract without the written consensus of both parties.

第十条 合同附件 Article 10 Contract attachment

本合同附件为本合同的组成部分，与本合同具有同等法律效力。

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Any attachment of this Agreement is an integral part of this Agreement,
has the same legal effect as this Agreement.

附件：《零部件采购合同补充协议》模板

Attachment:Complementation agreement of 《Part Supply Agreement》

签订单位（甲方）：

一汽—大众汽车有限公司

Party A:

FAW-Volkswagen Co., Ltd.

签订单位（乙方）：

河北光华荣昌汽车部件有限公

司

Party B（Supplier）： HeBei

GOLDRARE Automobile Parts

Co., Ltd.

代表人：

Representative:

代表人：

Representative:

一汽—大众
FAW-VOLKSWAGEN

《零部件采购合同补充协议》

Complementation agreement of 《Part Supply Agreement》

鉴于一汽-大众汽车有限公司（以下简称“甲方”）与_____有限公司（以下简称“乙方”）于（ ）年（ ）月（ ）日签订《零部件采购合同》（以下简称“原合同”）。

Whereas 《Part Supply Agreement》 (The original contract) , signed on _____ between FAW-Volkswagen Automotive CO., LTD. ("Party A") and _____ ("Party B")

现双方根据《中华人民共和国民法典》及相关法律法规的规定，对原合同签署如下补充协议（以下简称“本补充协议”），本补充协议自双方签署之日起生效，且法律效力高于原合同。

Basing on 《Contract law of the People's Republic of China》 and Provisions of relevant laws and regulations, signing complementation agreements for the original contract (The complementation agreements), the complementation agreements effective from the date of signing by both parties, the legal effect is higher than the original contract.

（以下内容为留白，根据实际需要完成）

（The following contents are left blank and shall be completed according to the actual needs）

(以下内容为留白，根据实际需要完成)

(The following contents are left blank and shall be completed according to the actual needs)

签订单位 (甲方):

一汽-大众汽车有限公司

签订单位 (乙方):

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

Party B (Supplier):

授权代表人:

Representative:

授权代表人:

Representative: