

本条款编号 (No.)		签署日期 (Date of Signature)	2024-9-18	定作合同号 No. of Contract on Entrusted Processing	L-BAI-CSM-B88-3/2023
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## Specific Terms For Products

### 产品特别条款

定作人 (Ordering Party)	承揽人 (Contractor)
名称 (Name) :北京北汽李尔汽车系统有限公司保定分公司	名称 (Name) : 河北光华荣昌汽车部件有限公司
签字、盖章 (Signature and Chop):	地址 (Address) : 黄骅市经济开发区
	电话 (Tel.) : 传真 (Fax) :
	代表既联系人 (Rep. and Attn) :
姓名 (Name) : 李经亮 职务 (Position) : 采购经理	姓名 (name) : 邮件 (E-mail) :
姓名 (Name) : 宋晓辉 职务 (Position) : 总经理	签字、盖章 (Signature and Chop) :
	姓名 (Name) : 职务 (Position) :

**Forwards 前言:** These Specific Terms for Products are signed according to the Contract on Entrusted Processing (Contract Number listed above) and its appendixes (collectively as "CEP Contract"). Once signed and chopped by both Parties, these Specific Terms for Products shall at the date of signature automatically become an appendix to and shall be governed by and implemented according to the EP Contract. 本《产品特别条款》按照定作合同（合同号见上表）及其附件（统称以下简称“总合同”）签署。一经双方签署、盖章，本《产品特别条款》即于签署日期自动成为总合同的一个附件，受其约束并按其执行。

#### 1, Program Brief 项目简况

Program Number 项目编号	B01	Program Name 项目名称	B01
Name of OEM OEM 名称	长城	OEM Vehicle Model OEM 的车型名称	Haval H6
Estimated SOP 预计投产时间	2021	Estimated EOP 预计停产时间	2025

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双方知道, 承揽人同意承担与该等出入有关的所有风险和损失, 包括(但不限于) 承揽人投资不能全部摊消的风险和损失。定作人对该等出入或承揽人的风险或损失不承担任何责任、补偿或赔偿。 The Parties know that the said estimated annual volume, estimated total volume, estimated SOP and estimated EOP are all estimations based on information from OEM and therefore, there might exist differences between them and the actual figures. Contractor agrees to undertake all risks of and losses due to such differences, including but not limited to the risks of and losses due to inadequate amortization of Contractor's Investment. Ordering Party shall in no case bear any liabilities or any compensation for such differences or risks or losses of Contractor.

## 2. Products and Prices 产品和价格

### (1) List of Products and Their Initial Prices 产品及其初期价格清单 (货币 Currency: 人民币 In RMB 人民币, 不含税, B01 项目)

No.	产品名称	零件号	DDP 到厂价格	每年台车维修 费用	每年台车维修 分摊数量	台车维修 单价	含分摊单 价	单价执行时间	备注
1	L002063797AA-B	前排驾驶员靠背发泡总成(有气囊)	36.18	5,553	38,870	0.143	36.32	2023.2.2	如果当年的 1 月 1 号到 12 月 31 号分摊数量达到 38870 sets, 单价恢复到不含分摊的单价
2	L002063982AA-B	前排座垫发泡总成, 驾驶座	25.13	5,553	38,870	0.143	25.27	2023.2.2	
3	L002063961AA-B	前排乘客座靠背发泡总成(有气囊)	36.18	5,553	38,870	0.143	36.32	2023.2.2	
4	L002063991AA-B	前排座垫发泡总成, 乘客座	25.13	5,553	38,870	0.143	25.27	2023.2.2	
5	L002064876AA-B	40%靠背发泡总成	34.14	5,553	38,870	0.143	34.28	2023.2.2	
5	L002064876AB-B	40%靠背发泡总成	34.14	5,553		0.143	34.28	2023.9.4	
6	L002064868AA-B	60%靠背发泡总成-带扶手	43.44	5,553	38,870	0.143	43.58	2023.2.2	
7	L002064772AA-B	100%座垫发泡总成	149.83	5,553	38,870	0.143	149.97	2023.2.2	
7	L002064772AB-B	100%座垫发泡总成	149.83-1.476=148.35	5,553		0.143	148.50	2024.10.15	

备注: 此次合同涉及的是 ECR-2024-B01-081 EPP 密度降低, 单个 EPP 降价 0.738 元, 一个后排座垫发泡降价是 1.476 元

No ED&D fee or ED & D Fee borne by Contractor. 无设计、开发, 或者开发费由承揽人承担。

PI tick "√" for the listed prices for the Products 所列价格情况如下(请在选择的方式前打"√"):

- Cost for materials and packaging provided by Ordering Party not included 不包括定作人提供的材料或包装
- The listed prices include the cost for materials and packaging provided by Ordering Party 所列价格包括定作人提供的材料和包装成本
- Ordering Party does not provide materials or packaging. 定作人不提供材料或包装。

The listed prices are initial ones and may be adjusted by Ordering Party in the first Blanket Order as enclosed in Template 2 in Appendix 3 of the CEP Contract. Once determined, the prices for the Products shall remain unchanged for the entire life of the Program unless otherwise agreed by the Parties herein or in such other written documents such as future Blanket Orders. 以上列明的价格仅为初期价格, 待定作人按定作合同附件三格式二签发第一个开口订单时调整确定。

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(2) Annual Price Reductions 年度降价

Annual price reduction shall start as from the 12 month after Ordering Party places its first Blanket Order or Release with Contractor and at least for 0 consecutive years. Each annual price reduction shall not be lower than 0% which may, at Ordering Party's sole discretion, be detailed in the Long Term Supply Agreement to be signed between both Parties.

年度降价于定作人向承揽人签发第一个开口订单或要货单/发货通知后的第12个月开始，并应在至少0年内连续进行。每个年度降价的幅度不得低于0%。具体可由定作人决定是否由双方通过签署《长期供货协议》来确定。

(3) Prices in a Given Period and Adjustment of Prices 限期价格及价格调整

Ordering Party will from time to time issue to Contractor a Blanket Order which will define the prices for the Products in a given period and shall be binding upon both Parties after confirmation by Contractor.

定作人将不时向承揽人签发一份开口订单，确定限期内的产品价格，并在得到承揽人确认后对双方有效。

For any price adjustment, Ordering Party may request Contractor to sign first a Price Change Note ("PCN") (forms attached as Template 4 in Appendix 3 to CEP) chopped with Contractor's Company Seal or Contract Seal, which shall then be binding upon Contractor. After review and if so agrees, Ordering Party will include the adjusted prices in the Blanket Order. The adjusted prices shown in such Blanket Order shall then be binding upon both Parties in the period given therein. Ordering Party may optionally and directly include the adjusted prices already agreed by the Parties in the Blanket Order. The Blanket Order including the adjusted prices shall be binding upon both Parties in the period given therein after confirmation by Contractor.

对于任何价格调整，定作人可以要求承揽人先签署《价格变更记录》（格式见总合同附件三格式四）并加盖其公章或者合同专用章，《价格变更记录》自此对承揽人具有约束力。定作人将在审查同意后，将调整后的价格录入开口订单。调整后的价格录入该开口订单后，即在限期内对双方具有约束力。定作人也可以选择直接将双方同意的价格调整录入开口订单。载明调整后价格的开口订单经承揽人确认后，即在限期内对双方具有约束力。

**3. Payment Terms 支付条款**

3.1 For the prices for the Products, Contractor shall issue to Ordering Party invoices according to law. Any taxes thereon shall be paid by the Party being levied.

对于产品价格，承揽人应依法向定作人开具发票。因此产生的税费，由被征收的一方承担。

3.2 The goods sent to Ordering Party receiving address ,after Ordering Party acceptance, Ordering Party notify Contractor make invoice

货物送到定作人指定收货地址且经过定作人验收合格后，由定作人通知承揽人开具发票，三个月付六个月无追溯可贴现银行承兑汇票。

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#### 4. Prototypes 样品

- 4.1 Ordering Party will place a Purchase Order for Samples to Contractor (form in Template 1 of Appendix 3 to EP Contract) for ordering the Prototypes. List of the Prototypes, their quantities, delivery time and payment time are to be detailed in the Purchase Order for Samples.  
定作人将按总协议附件三格式一的样品采购订单格式，向承揽人签发样品采购订单。样品清单、数量、交样时间以及付款时间等，在样品采购订单中具体约定。
- 4.2 Prototypes shall meet the requirements of Ordering Party. Ordering Party may reject any Prototypes not meeting the requirements of Ordering Party based on Ordering Party's sole own judgment. 样品应符合定作人要求。定作人可以拒收任何不符合其要求（由定作人单方自行判断）的样品。
- 4.3 For the Products whose unit price is lower than 1000 RMB Yuan, Contractor shall provide the Prototypes to Ordering Party free of charge. For the Products whose unit price is over 1000 RMB Yuan, prices of the Prototypes shall be same as the unit price of the Products unless otherwise agreed upon by the Parties. 产品单价低于 1000 元人民币的，样品由承揽人免费提供给定作人。价格高于 1000 元人民币的，样品价格按产品初期价格确定，但双方另有约定的除外。

#### 5. Packaging

Packaging of the Products shall comply with the Packaging Agreement between the Parties. In case of no such Packaging Agreement, the requirements of Ordering Party shall be followed. 产品包装按双方《包装协议》执行。如无《包装协议》，按定作人的要求执行。

#### 6. Delivery and Logistics 交付和物流

- 6.1 Contractor shall deliver the Products to Ordering Party in   2   way of the following (please fill in the number chosen).  
承揽人应按下列第  2  方式将产品交付给定作人（请选择并填入）：
- (1) EX-WORKS Contractor (under INCOTERMS 2000) 承揽人工厂交货，定作人自提（按 INCOTERMS 2000）。
- (2) Products shall all be delivered by Contractor to Ordering Party by DDP under INCOTERMS 2000. All delivery and logistics fees and expenses related to such delivery shall be borne by Contractor. 产品由承揽人按 INCOTERMS 2000 DDP 交付条款交付给定作人。与交付有关的所有交付和物流费用均由承揽人承担。
- (3) Products shall all be delivered by Contractor to Ordering Party by FCA under INCOTERMS 2000).产品由承揽人按 INCOTERMS 2000 FCA 交付条款交付给定作人。
- (4) As per Logistic Agreement between the Parties. 按双方物流协议办理。
- 6.2 Lead time shall mean the period as from the effective date of the Purchase Order for Samples or the Release till delivery of the Products by Contractor to Ordering Party. Lead time shall be   14   calendar days unless otherwise regulated in the Purchase Order for Samples, the Release or such other request of Ordering Party. After supply of Products is normalized, lead time can be extended if so agreed to by the Parties. 供货周期是指样品采购订单或发货通知生效日至承揽人向定作人交付产品的期间。除样品采购订单或发货通知另有规定或者定作人另有要求外，供货周期为  14  日历日。产品正常供货后，供货周期可以延长，具体由双方另行约定。

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**7. Materials to Be Provided by Ordering Party (if any)** 由定作人提供的材料（如果有）

7.1 The following materials and packaging are to be provided by Ordering Party to Contractor for toll-manufacture of the Products.  
以下材料/包装由定作人提供给承揽人用于加工产品。

序号 Item Number	材料和包装名称 Material/Packaging Name	允许的损耗率 Wear and Tear Ratio Allowed

7.2 In case of any changes to the said list of materials/packaging to be provided by Ordering Party, the Parties shall sign a supplementary agreement based on the forms of the above lists. 定作人提供的材料和包装清单发生变化的，双方应按上述表格签署补充协议。