

2024.03.19 版



供应商质量保证协议

Supplier Quality Assurance 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

Party B: HeBei GOLDRARE Automobile Parts Co., Ltd.

2025年01月02日

2025-01-02

合同号：SUXP20250102043

2024.03.19 版



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前言 Preface

尊敬的供应商伙伴：

Dear Suppliers,

随着中国汽车市场的高速发展，近年来中国已成为了全球汽车市场的中心之一。在激烈的市场竞争与角逐中，客户要求日益增长，成本压力不断加剧，面对挑战，我们必须共同应对，用可靠的质量使我们的产品获得市场的认可，赢得未来。

With the rapid development of Chinese automobile market, China has become one of the centers of the global automobile market in recent years. In the fierce market competition and competition, customer requirements are growing, cost pressure is intensifying, in the face of challenges, we must work together to deal with the reliable quality of our products to be recognized by the market and win the future.

一汽-大众将继续坚持质量至上的经营之计，努力践行创享高品质的战略口号，实现最佳的用户满意度与质量。这就要求整条供应链必须能够持续的为客户提供成熟稳定的产品，并确保生产过程稳定可靠，为贯彻零缺陷的质量目标持续改进。

FAW-Volkswagen will continue to adhere to the business strategy of quality first, striving to practice the strategic slogan of advanced together, and achieve the best customer satisfaction and quality. This requires that the entire supply chain must be able to continue to provide customers with mature and stable products, ensure that the production process is stable and reliable, and continuously improve to implement the quality goal of zero defects

一汽-大众制订了本版《供应商质量保证协议》（以下简称“质量协议”），对于外协件供应链质量稳定和提升具有重要意义。质量协议明确了双方在质量领域需要开展的工作内容及对供应商的基本要求，包括：通用规则、项目发包准则、产品诞生过程中与供应商的合作、批量生产质量保证措施等内容，该协议是《零部件采购合同》的一部分，受到法律约束。

FAW-Volkswagen has formulated this version of the Supplier Quality Assurance Agreement (hereinafter referred to as the "Quality Agreement"), which is of great significance for the stability and improvement of the quality of the outsourcing supply chain. The quality agreement clarifies the work content that both parties need to carry out in the field of quality and the basic requirements for suppliers, including:

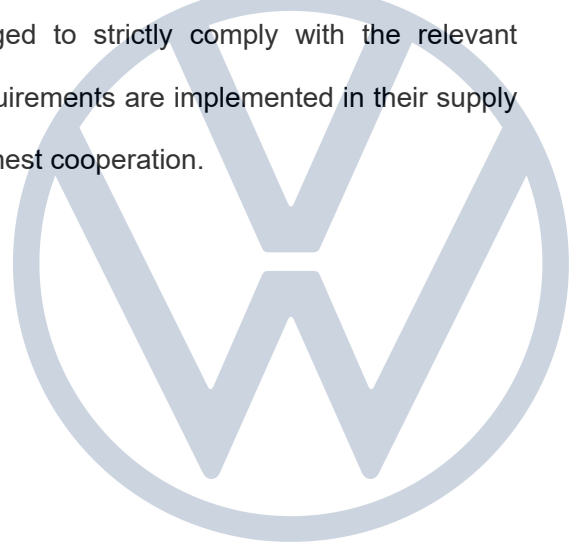
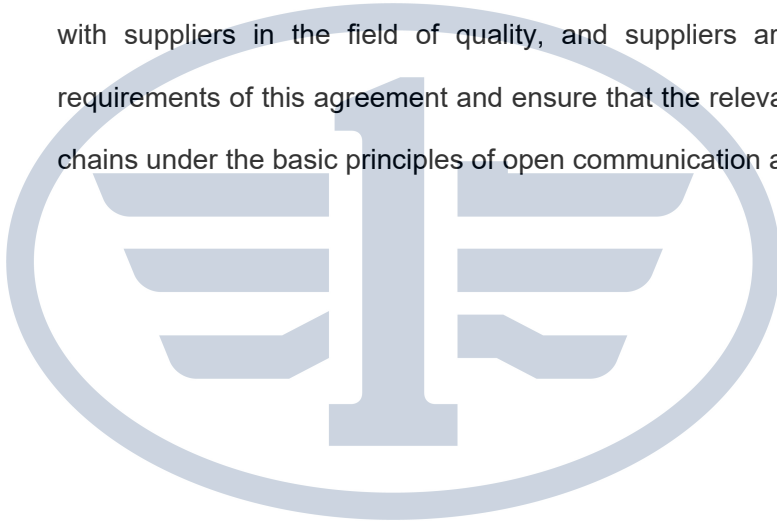
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general rules, project contracting guidelines, cooperation with suppliers in the process of product birth, mass production quality assurance measures, etc., the agreement is part of the "parts purchase contract" and is legally binding.

质量协议相关要求是一汽-大众在质量领域与供应商开展合作的基础，在遵循开放交流、诚信合作的基本原则下，供应商有义务严格遵守本协议相关要求，并确保相关要求落实到其供应链中。

The relevant requirements of the quality agreement are the basis for FAW-Volkswagen to cooperate with suppliers in the field of quality, and suppliers are obliged to strictly comply with the relevant requirements of this agreement and ensure that the relevant requirements are implemented in their supply chains under the basic principles of open communication and honest cooperation.



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0. 引言 Introduction

0.1 通用规则 Common Rules

本协议是一套有约束性的文件，是《零部件采购合同》一部分，一级供应商在报价的时候需要考虑本协议内容。供应商在进行下级发包时，有义务转告本协议相关的标准和客户要求，并且保障其下级供应商对本协议进行参考和落实。

This agreement is a set of binding documents that form part of the Parts Purchase Contract, and Tier 1 suppliers need to consider the contents of this agreement when quoting. When the supplier contracts to the subordinate, it has the obligation to convey the relevant standards and customer requirements of this agreement, and ensure that its subordinate suppliers refer to and implement this agreement.

本协议旨在确保外协件供货质量，规定了供应商在产品前期质量开发、认可、批量生产供货、直至售后质量保证全过程中的要求和职责。

The purpose of this agreement is to ensure the quality of the supply of outsourced parts, and defines the requirements and responsibilities of the supplier in the whole process of product quality development, approval, mass production and supply, and after-sales quality assurance.

0.2 相关文件 Related Documents

供应商在发包之前获取各个版本有效的文件。

Suppliers should get valid versions of the following documents before purchasing.

- 1) 法律和法规要求 Regulations and legal requirements
- 2) ISO 9001 质量管理体系 Quality Management System, QMS
- 3) IATF 16949 汽车质量管理体系 Automotive Quality Management System
- 4) 德国汽车工业联合会 VDA 丛书 For Automotive Industry Consortium Series, VDA
- 5) Formel Q 质量能力 Formel Q Capability
- 6) Formel Q 软件质量能力 Formel Q Capability Software
- 7) 大众集团软件基础要求 Group Basic Software Requirements, KGAS
- 8) 大众集团网络安全基础要求 Group Cybersecurity Basic Requirements, CSGA
- 9) 各个产品相关的技术供货规定 (TL), VW 标准以及检验规定 (PV) Technical Provisions (TL), VW Standards and Inspection Regulations (PV) for each product.

10) 零件图纸 Parts drawings

11) 发包质量要求 Sourcing Quality Requirements

12) 任务书（如需要） Mission Statement (if required)



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1.项目 发 包 准 则 Project Purchasing Guidelines

1.1 预选供应商评价要素 The Assessment Criteria Elements of Pre-Selected Supplier

在项目发包前需要对参与项目的预选供应商进行质保评价，评价由供应商能力、质量绩效、风险供应商、规划方案/QTR 等评价要素构成。

Before purchasing the project, FAW-Volkswagen Quality Assurance will evaluate the participated pre-selected supplier. The evaluation is a combination of Supplier Capability, Quality Performance, Critical supplier and Planning/ QTR.

1.2 供应商的发包准则 Supplier Purchasing Guidelines

针对预选供应商提供的参与项目的生产场地进行评价。下列四项中的任何一项评价不满足要求，则该预选供应商不能被定点。

When evaluating the production site of the participated pre-selected supplier, if any of the following items is not satisfied, the pre-selected supplier cannot be nominated.

1.2.1 供应商能力 Supplier Capability

一汽-大众采购依据评审条款对预选供应商进行能力评审。

FAW-Volkswagen Purchasing will conduct the Supplier Capability Assessment on the pre-selected supplier in accordance with audit checklist.

一汽-大众质量保证依据 Formel Q 对预选供应商进行软件质量能力评审。

FAW-Volkswagen Quality Assurance will conduct the Software Quality Assessment on the pre-selected supplier in accordance with Formel Q Capability Software.

1.2.2 质量绩效 Quality Performance

一汽-大众质量保证依据预选供应商的供货质量绩效进行评价，质量绩效 C 直接导致供应商综合绩效 C，连续两个季度供应商综合绩效 C 冻结询价。

FAW-Volkswagen Quality Assurance will evaluate the pre-selected supplier base on their quality

performance, quality performance C directly leads to supplier comprehensive performance C, and freezes inquiry if two consecutive quarters supplier comprehensive performance rating C

1.2.3 风险供应商 Critical Supplier

一汽-大众质量保证依据问题严重程度进行风险供应商管理，红牌风险供应商评价为 C

FAW-Volkswagen Quality Assurance will conduct critical supplier management following with the quality issues severity, Level Red critical supplier will be evaluated as C.

1.2.4 规划方案/QTR Planning / QTR

一汽-大众采购组织采购/质量保证/生产管理依据预选供应商提供的 QTR 或质量规划及物流规划进行评价，QTR 为红灯或质量规划及物流规划中有一方不合格的预选供应商，不能被定点。

FAW-Volkswagen Purchasing organizes Purchasing/Quality Assurance/ Logistics department based on the QTR or quality planning and logistics planning provided by the pre-selected suppliers, and the QTR is a red light or a pre-selected supplier with one party in the quality planning and logistics planning is unqualified, and cannot be fixed..

1.3 模块或总成系统零部件供应商的要求 Requirements for Module or Assembly System Components Supplier

1.3.1 模块或总成系统供货零件的认可 Approval for Module or Assembly System Components

乙方必须按照甲方的相关格式要求，对模块或总成系统供货零件提供完整的首批样件检验报告。这份首批样件检验报告应该包含模块或总成系统中所有分总成零件的认可结果。对构成模块或总成系统的分零部件，由乙方自行采购的，除对这些分零部件进行认可外，还必须对模块或总成系统供货零件的总成特性进行认可。对于模块或总成系统零件中，由甲方提供的或定点的分零件，认可由甲方负责，并在模块或总成系统进行首批样件检验报告前及时向模块或总成系统供应商提供相应的报告。模块或总成系统供货零件供应商有责任和义务确保所有使用的分零部件包括甲方发包的分零部件已获得认可。

Party B shall provide the complete First Batch Sample Inspection Report on the supplied module or assembly system in the relevant format required by Party A. The First Sample Inspection Report shall contain all sub-assemblies in the module or assembly system. For the integral parts in the module or

assembly system purchased by Party B, in addition to approve these parts, the assembly characteristics of the supplied module or assembly system must also be approved. If the integral parts are provided or outsourced by Party A, Party A shall be responsible for part approval and providing the corresponding report to the module or assembly system supplier in time before the First Batch Sample Inspection Report of the module or assembly system is complete. Module or assembly system supplier has the responsibility and obligation to ensure that all integral parts, including the integral parts outsourced by Party A, have been approved.

1.3.2 批量供货责任 Serial Delivery Responsibility

模块或总成系统供货零件供应商对所有的分总成或零件的产品质量负责，无论这些分总成或零件是由甲方负责定点的或者是由乙方自己负责定点确认的。

The supplier of module or assembly systems is responsible for the quality of all integral parts or parts, whether the integral parts or parts are outsourced by Party A or Party B.



2. 产品诞生过程中与供应商的合作 Cooperation with The Suppliers in The Product Birth Process

2.1 外协件产品和过程双认可 PPF

PPF 认可程序从认可规划、产品认可、过程认可和总认可四个维度导入用户抱怨，以用户视角挖掘零件关键特性并落实到过程要素确认环节，通过绿化审核和认可强化对过程稳定性的管理。打造全面的过程质量、精益的产品质量，实现预防式零件质量管理。

PPF approval process from the recognition planning, product recognition, process recognition and total recognition of four dimensions into the introduction of user complaints, from the user perspective to dig the key features of parts and implement to the process elements confirmation link, through the green audit and recognition to strengthen the management of process stability. Create comprehensive process quality, lean product quality, and preventive parts quality management.

2.1.1 认可规划 Product Approval

零件认可任务启动后，首先由甲方结合分级规则对零件进行分级（共 3 个等级），作为乙方的认可任务前提约定。如需变更零件分级，也需要经过甲方审核确认后，方可调整。

After the task of part approval is started, Party A shall first grade the parts according to the classification rules (totally 3 levels), which shall be agreed as the premise of the approval task of Party B. If the grading of parts needs to be changed, it can be adjusted only after Party A's review and confirmation.

不同分级零件对应不同认可规则，甲方零件负责人在 PPQM 系统中完成认可协议制定，并经过甲乙双方确认后，作为乙方认可工作的整体要求。乙方需严格按约定完成所需文件的提交和认可任务的执行。

Different graded parts correspond to different approval rules, and the person in charge of Party A's parts completes the formulation of the approval agreement in the PPQM system, and after being confirmed by both parties A and B, it is regarded as the overall requirement of Party B's approval work. Party B shall complete the submission of required documents and the execution of approval tasks in strict accordance with the agreement.

2.1.2 产品认可 Product Approval

首批样件是完全用批量生产设备，在批量生产条件下制造出来的零件（EM）。首批样件认可应用于新零件、产品技术更改和生产过程更改的情况。

The First Batch Sample (EM) is the part manufactured entirely in Batch-Manufacturing equipment and Batch-Manufacturing conditions. The approval of First Batch Samples is used for new parts, modified parts and production process change.

以下情况下，甲方需要进行首批样件认可：

In the following circumstances, Party A needs to approve the First Batch Samples:

- 1) 新零件/产品更改 New parts or modified parts
- 2) 新的供货厂商 New suppliers
- 3) 技术要求更改 Technical requirements change
- 4) 生产条件更改 Manufacturing conditions change
- 5) 新的生产场地 New production sites
- 6) 生产长期中断，超过 12 个月 Production is interrupted for more than 12 months
- 7) 新的二次及以下配套厂 New secondary and below supporting plants

乙方针对以上各项有变化需求，必须提前通知，在得到许可后根据要求提供首批样件以及相关检验资料进行认可，这些要求同样适用于分供方。

Party B needs to notify Party A in advance in the above circumstances, and provide the First Batch Samples and the relevant inspection reports for approval. And these requirements are also applied to sub-suppliers.

乙方在提供首批样件时（用相同模具生产时，每个模具都应提供样件或一模多腔时，每一腔都应提供样件），必须按照要求，提供完整的样件状态确认表以及相关文件（关键参数记录表、零件履历表）。

When providing the First Batch Samples, Party B shall, as required, provide the First Batch Sample Inspection Reports and the relevant documents. (When using the same molds, the samples should be provided by each mold; when one mold has multiple cavities, the samples should be provided by each cavity.)

乙方需按照各相关方达成一致的自检大纲作为后续工作开展的基础，对所提供的首批样件，完成首批样件自检，合格后方可申请送样。由甲方审核完毕后，方可送样。

Party B shall, in accordance with the self-inspection outline agreed upon by all relevant parties as the basis for subsequent work, complete the self-inspection of the first batch of samples provided and apply for sample delivery only after they are qualified. Samples can be submitted only after Party A has completed

the review

首批样件 3 分的零件可以被允许有条件的（限时/限量）投入试生产，乙方必须提交 3 分零件的改进措施和计划，并在双方商定的期限内达到 1 分，并对整改完成后的零件重新提交批量样品进行认可。

If the First Batch Samples are evaluated as 3, these samples can be used in conditional test production (with limited time and quantity). Party B shall submit the improvement measures, plans, and the samples after rectification. And Party B shall ensure the parts reach 1 within the agreed period.

从首次生产零件到批量认可这一过程中，乙方有责任和义务，按照预批量零件的质量证明规定对零件进行标识，制定相应的零件履历表并进行跟踪，零件每次供货都应附入这些资料直至批量生产启动。零件状态发生改变时，例如模具修改、设备变更、材料优化等状况时零件履历表要进行更新，并及时提供给甲方。

In the progress of manufacturing parts for the first time to serial delivery approval, Party B has the responsibility and the obligation, in accordance with the quality certificate requirements of the pre-series parts, to identify and track the parts by formulating the Part Resume. For each delivery, the related documents should be provided with the parts until serial delivery starts. When part status changes, such as mold modification, equipment change, material optimization and others, the parts resume should be updated and promptly provided to Party A.

2.1.3 过程认可 Process Approval

PPF 过程认可包括过程要求开发和过程绿化审核与认可两部分。

PPF process accreditation includes two parts: process requirement development and process greening audit and approval.

过程要求开发环节，乙方需根据图纸、数模等正向技术信息，结合售后、0 公里质量问题经验总结等，形成对于该零件的产品特性清单，并按照一定的筛选原则，形成《产品关键特性清单》和《过程关键特性清单》。乙方需结合人机料法环测的维度，完成过程关键特性的控制要素梳理，形成《工序控制图》。

In the process of development, Party B shall form a list of product characteristics of the part based on positive technical information such as drawings and digital models, combined with after-sale and 0 km quality problem lessons learned, etc., and form a list of Product Key Characteristics and a list of Process Key Characteristics according to certain screening principles. Party B shall complete the control elements of key characteristics of the process in combination with the dimension of man-machine material loop measurement and form the Process Control Chart.

对于分级为 I 级的零件，甲方质保零件负责人需全程伴随并深度参与。对于分级为 II 级的零件，委托乙

方自行完成过程要求开发工作，并对所提交的过程开发要求文件负责。对于分级为Ⅲ级的零件，不强制要求此活动。

For the parts classified as Level 1, the person in charge of quality assurance parts of Party A shall accompany and deeply participate in the whole process. For the parts classified as Level 2, Party B shall be entrusted to complete the development of process requirements by itself and shall be responsible for the submitted process development requirements documents. This activity is not mandatory for level 3 parts.

过程绿化审核与认可环节，乙方需结合已完成的《工序控制图》，转化形成《过程绿化检查表》，并严格按照检查表要求开展过程成熟度自查与提升工作。甲方质保零件负责人需结合乙方生产过程实际情况，根据项目节点要求，依据《过程绿化检查表》开展对乙方过程审核及绿化认可工作，过程绿化率达到90%且无红灯项，方可给与过程认可。

In the process greening audit and approval process, Party B needs to combine the completed "Process Control Chart" to transform into the "Process Greening Checklist", and carry out process maturity self-inspection and improvement in strict accordance with the requirements of the checklist. The person in charge of Party A's quality assurance parts shall combine the actual situation of Party B's production process, according to the requirements of the project node, and carry out the process audit and greening recognition of Party B according to the "Process Greening Checklist", and the process greening rate reaches 90% and there are no red light items.

由于零件、乙方生产过程等状态的动态变化，要求乙方对工序控制图、绿化审核表进行动态更新，0S/SOP两个关键节点要求必须迭代更新。

Due to the dynamic changes in the status of parts and Party B's production process, Party B is required to update the process control chart and greening audit form dynamically, and the two key milestone of 0S/SOP are required to be updated.

2.1.4 PPF 总认可 PPF Overall Approval

乙方根据认可协议约定，提交 PPF 文件，发起零件认可。甲方零件负责人对乙方提交的文件进行审核和评价。

Party B shall submit PPF documents and initiate part approval according to the agreement. The person in charge of Party A's parts shall review and evaluate the documents submitted by Party B.

对于乙方提交的文件与约定无偏差的，给与认可。

Approval if the documents submitted by Party B have no deviation from the agreement.

对于乙方提交的文件与约定有偏差的，由甲方零件负责人进行风险评估后，给与有条件的认可，或不给与认可。

If there is any deviation between the documents submitted by Party B and the agreement, the person in charge of the parts of Party A shall give conditional approval or no approval after risk assessment.

2.2 两日生产验收 2TP Acceptance

甲方将根据项目进度对乙方开展两日生产验收（2TP，以下简称“2TP”）。乙方最迟应在批量生产启动前内部 2TP 验收合格，并与甲方负责人协商确定 2TP 验收时间，以保证 2TP 验收能在整车批量生产（SOP，以下简称“SOP”）前通过；针对验收过程中的不合格项，乙方必须制定详细的整改计划并落实，如需再次验收，甲方按照与乙方约定的时间重新验收。

Party A shall carry out Two-Day Production Acceptance (2TP) for Party B according to the progress of the project. Party B shall pass their internal 2TP acceptance before the start of Batch Manufacture, and determine the acceptance time in consultation with Party A's person in charge, to ensure the 2TP acceptance passes before the vehicle Start of Production (SOP, hereinafter referred to as "SOP"). For the non-conformities in the acceptance process, Party B must develop a detailed plan for rectification and implementation. Party A and Party B shall negotiate time for re-acceptance.

甲方在外协件批量认可前组织批量试装（包括项目试装），乙方有义务对甲方提出的试装不合格项进行整改，以保证零件满足整车匹配需求。

Party A will organize Batch Assembly Test before the Serial Delivery Approval, (including assembly test in project phase). Party B is obligated to optimize the unqualified items proposed by Party A in order to ensure the parts match with the whole vehicle requirements.

3. 批量生产质量保证措施 **Batch-Manufacturing Quality Assurance Measures**

3.1 批量供货产品质量证明文件和存档要求 **Product Quality Certification and Archive Requirements of Serial Delivery**

乙方在批量认可时必须完成《产品型式实验报告》，并在批量生产前提交甲方批准，在批量供货时必须每 12 个月主动通过外协件质量管理体系（PPQM，以下简称“PPQM”）提供《产品型式实验报告》。乙方在生产过程控制中，需制定来料质量控制计划并实施。乙方必须将供货零件的检验报告、审核报告和型式实验报告自行存档，不含 D/TLD 特性要求的零件供货检验报告保存至少三年，含有 D/TLD 特性要求的零件检验报告保存至少十五年，乙方有义务在甲方需要时提供相应批量供货产品质量证明文件。

Party B shall complete the "Product Type Test Report" before Serial Delivery Approval and submit it to Party A for approval prior to Batch-Manufacturing. In serial delivery, Party B shall proactively provide the "Product Type Test Report" through the Quality Management System (PPQM) every 12 months. When implementing the manufacturing process control, Party B needs to develop quality control plans for sub-supplies and implements them.

Party B shall keep the inspection reports, assessment reports and type test reports of the supplied parts. For the parts that do not have the D / TLD characteristics, the inspection reports of the parts should be saved for at least 3 years. For the parts that do have the D / TLD characteristics, the inspection reports of the parts should be saved for at least 15 years. Party B is obligated to provide the corresponding product quality certification documents when Party A requires them.

3.2 可追溯性 **Traceability**

乙方从首批生产零件到产品 EOP 整个过程，其零件都要满足甲方可追溯要求。为此，乙方需要建立健全产品可追溯系统，确保所提供的产品具有可追溯性。具体要求如下：

- BZD 零件：保证精确追溯
- D/TLD 零件：保证批次追溯
- 其它零件：保证班次追溯

Throughout the whole process of First Batch Production to the End of Production (EOP), the part shall meet Party A's requirements of traceability. In order to achieve this, Party B needs to establish a robust

product traceability system to ensure that the supplied products are traceable. Specific requirements are as follows:

- BZD parts: Accurately traceable
- D/TLD parts: Batch traceable
- Other parts: Shift traceable

3.3 产品安全，产品责任 Product Safety Product Liability

在使用合同零部件的情况下，乙方或分供方为安装在最终产品上的外协件承担主要生产责任。因此，乙方应采取一切措施，提高其或其分供方所制造的零件的产品安全性，其中包括使用安全和排放一致性，并将产品责任的风险降到最低。

In the case of the use of Contractual Parts, Party B or its sub-suppliers assume the major manufacturing responsibilities of the installed supplied parts on the final product. Therefore, Party B shall take all measures to increase the product safety of the parts manufactured by itself or its sub-suppliers and minimize the risk of product liability, including usage safety, emissions consistency and cybersecurity.

乙方确保并约束其分供方做到：

Party B shall ensure and bind its sub-suppliers to achieve the followings:

- 整个企业具备显著的质量意识。
- 在开发组件时保证要求的产品安全性。
- 在质量策划时给予产品安全性以特别的重视。
- 可以保证并证明生产过程的质量能力。
- 通过必要的批量生产中的质量保证措施将出现缺陷产品的可能性降到最低。
- 通过相应措施在早期确保在生产流程中及时发现缺陷产品。
- 将质量数据和法律要求的符合性测试形成详细文件，以便证明产品的制造与法律和安全标准相一致。
- 建立零件追溯体系并进行记录，以便在需要的情况下能够精准界定所出现缺陷的影响。
- 在“产品安全和产品责任”方面向责任员工提供详细的信息和培训。
- 为供应链的每个阶段任命一名 PSB（产品安全代表）。应将第一级 PSB 填入 PPQM 信息系统中的联系人。如有变化随时更新，并保证 PSB 为甲方认可人员，需按照甲方产品安全协调人工作要求开展相关检查工作，并及时反馈检查结果。
- 排放系统的相关零件必须满足排气系统清洁度质量要求。

- 在发现确认或疑似的产品安全问题时，需要立即向甲方通报信息。
- The entire enterprise has a significant sense of quality.
- Ensure the required product safety when developing components.
- Give special attention to product safety in Quality Planning.
- Guarantee and prove the quality capability of the production process.
- Minimize the possibility of defective products by the necessary quality assurance measures in Batch-Manufacturing.
- Ensure early detection of defective products in the production process by appropriate measures.
- Document all quality data and legal requirements, in order to demonstrate that the product is manufactured in accordance with legal and safety standards.
- Establish and document part traceability so that the impact of defects can be precisely defined if required.
- Provide detailed information and training to responsible employees on "Product Safety and Product Responsibility".
- Appoint a PSB (Product Safety Representative) for each stage of the supply chain. The first-level PSB should be populated with contacts in the PPQM information system. If there is any change, it will be updated at any time, and ensure that PSB is a recognized personnel of Party A, and shall carry out relevant inspection work in accordance with the work requirements of Party A's product safety coordinator, and timely feedback the inspection results.
- The relevant parts of the exhaust system must meet the cleanliness quality requirements of the exhaust system.
- (Suspected) product safety problem is found, Party A needs to be notified of the information as soon as possible.

3.4 网络安全 Cybersecurity

如果乙方提供合同零部件属于车辆网络安全相关零件，乙方确保并约束其分供方做到

- 保证在本合同项下提供给甲方的软件、服务内容等符合甲方要求的网络安全技术要求和网络安全管理能力要求；
- 满足 KGAS（大众集团基础软件要求）中的车辆网络安全相关内容和 CSGA（网络安全基础要求）的要求；

- 作为产品或服务的提供商，应制定企业内部车辆网络安全管理制度和操作规程，确定网络安全负责人，落实网络安全保护责任；
- 需要针对车辆网络安全要求建立和甲方的接口和升级路径，以确保信息的及时交换和有效响应，相关信息需要发送到甲方风险源监控邮箱：CSSourceMonitoring@faw-vw.com；
- （疑似）车辆网络安全漏洞及事件应及时发送到甲方风险源监控邮箱，并在甲方规定的时限内完成分析、制定措施，以及配合甲方后续的响应行动。
- 采取防范危害其产品或服务的网络安全行为的技术防护手段及其他必要手段，并采取监测、记录其网络运行状态、网络安全事件的技术措施，并按照规定留存相关的安全日志不少于 6 个月。
- 需要按照与甲方约定的检测手段和检验频次进行车辆网络安全监控，定期向甲方传递网络安全监控报告至甲方风险源监控邮箱；
- 需要制定网络安全事件应急预案，并在发生危害网络安全的事件时，立即启动应急预案，对网络安全事件进行调查和评估，采取相应的补救措施；
- 应当为其产品或服务持续提供安全维护，在合同约定的期限内，不得终止提供安全维护；在超过合同约定的期限后，可根据甲方需求，在双方协商后，增加补充协议，继续提供安全维护；在合同期内，出于不可抗力等原因，乙方不再提供网络安全维保服务时，需及时告知甲方风险源监控邮箱。

If the contract parts provided by Party B are vehicle network security related parts, Party B ensures and restricts its sub-suppliers

- Ensure that the software and service content provided to Party A under this contract meet the network security technical requirements and network security management capability requirements required by Party A;
- Meet the requirements of vehicle cybersecurity related content in CSGA and KGAS.
- As a provider of products or services, it should formulate internal vehicle network security management systems and operating procedures, determine the person in charge of network security, and implement network security protection responsibilities;
- It is necessary to establish an interface and upgrade path with Party A for vehicle network security requirements to ensure timely exchange and effective response of information, and relevant information needs to be sent to Party A's risk source monitoring mailbox: CSSourceMonitoring@faw-vw.com;
- (Suspected) vehicle network security vulnerabilities and incidents should be sent to Party A's risk source monitoring mailbox in a timely manner, and the analysis, formulation of measures, and

subsequent response actions of Party A should be completed within the time limit specified by Party A.

- Adopt technical protection measures and other necessary means to prevent network security behaviors that endanger its products or services, and take technical measures to monitor and record its network operation status and network security incidents, and retain relevant security logs for at least 6 months in accordance with regulations.
- It is necessary to conduct vehicle network security monitoring in accordance with the detection means and inspection frequency agreed with Party A, and regularly transmit network security monitoring reports to Party A to Party A's risk source monitoring mailbox;
- It is necessary to formulate an emergency response plan for cybersecurity incidents, and immediately activate the emergency plan when an incident endangering network security occurs, investigate and assess the network security incident, and take corresponding remedial measures;
- Shall continuously provide safety maintenance for its products or services, and shall not terminate the provision of safety maintenance within the period agreed in the contract; After exceeding the period agreed in the contract, according to the needs of Party A, after consultation between the two parties, a supplementary agreement can be added to continue to provide safety maintenance; During the contract period, if Party B no longer provides network security maintenance services due to force majeure or other reasons, Party B shall promptly notify Party A of the risk source monitoring mailbox.

3.5 内部审核 Internal Review

为评价和改善企业部门的质量能力，乙方必须按照 IATF 16949 和“Formel Q 质量能力”/“Formel Q 质量能力软件”定期进行内部审核。此外，乙方必须按照“Formel Q 质量能力”对标记为“D 件”的产品范围每年至少进行 1 次 D/TLD 自审，D/TLD 审核的结果至少应保存 15 年。针对批量供货产品，乙方需按与甲方约定的频次或计划完成产品审核，甲方有权随时进行过程审核和产品审核。

To evaluate and improve the quality capabilities, Party B must conduct internal quality assessment on a regular basis in accordance with IATF 16949 and "Formel Q Capabilities" / "Formel Q Capabilities Software". In addition, Party B must perform at least one D / TLD self-assessment per year for products marked "D" in accordance with "Formel Q Capability". The results of the D / TLD assessment should be kept for at least 15 years. Party B should perform Product Assessment as agreed plan with Part A, and Party A has the right to

carry out Process Assessment and Product Assessment at any time.

3.6 控制环 Control Loop

3.6.1 投诉处理 Complaint Handling

乙方批量供货零件必须严格按照甲方批量供货认可时要求的检测手段和检验频次进行检测，并有责任和义务采取主动质量保证措施，确保所供零件满足甲方质量要求。乙方供货零件被确认存在缺陷，甲方将根据不同情况采取挑选使用（包括引入第三方挑选）、封存、索赔、停止供货等措施。缺陷发生后，乙方必须立刻采取有效措施进行整改，主动消除缺陷零件所造成的影响。

Party B must perform tests on the parts, in strict accordance with the Serial Delivery Approval required means of testing and the required inspection frequency. And Party B has the responsibility and obligation to take the initiative to apply quality measures in order to ensure the parts meet the quality requirements. If the defects are confirmed in the supplied parts, according to the distinct conditions, Party A shall take measures such as selecting (including introducing a third party for selection), sealing up, claiming and stopping the supply. After the occurrence of defects, Party B must immediately take effective measures to carry out rectification and take the initiative to eliminate the impact caused by defective parts.

乙方必须针对生产质量问题及零件缺陷进行分析，并按照甲方要求制定并提交问题分析、风险评估、并切实采取行动落实措施，确保问题不再重复发生。

Party B shall analyze the manufacturing quality problems and parts defects, and in accordance with the requirements of Party A, formulate and submit the problem analysis, risk assessments, and take effective measures to ensure that the problems will not repeat.

甲方对投放市场的产品进行市场观察，并且将相关问题通报乙方，乙方需建立售后质量问题分析体系（包括人员/场地/设备/流程/预防/追溯/绩效），及时开展质量分析，制定质量改进提高计划，同时乙方需承担由于自身原因造成的一切售后损失、责任（包括召回、服务行动）。针对存在安全隐患或重大影响（售后索赔或抱怨突发集中升高）经过甲方评估需要进行担保期外优惠索赔的问题，乙方也需承担相关的索赔费用。

Party A shall observe the market of products put on the market and inform Party B of relevant problems. Party B shall establish an after-sale quality problem analysis system personnel, i.e. site, equipment, process, prevention, traceability and performance, conduct quality analysis in time, and formulate a quality improvement plan. At the same time, Party B shall bear all after-sale losses and responsibilities (including recall and service actions) caused by its own reasons. In view of the problem, that there are potential safety

hazards or significant impacts and Party A needs to make preferential claims outside the guarantee period, Party B shall also bear the relevant claim expenses.

针对售后市场甲乙双方年度售后签标项目，在甲方规定时间内有效落实质量改进措施并进行长期跟踪，确保完成售后质量目标；针对售后市场签标外项目，乙方需主动登陆甲方“一件一分析”系统，获取售后索赔信息，及时领取索赔零件，持续开展售后“一件一分析”工作，按要求定期上传分析报告，提升售后质量能力。

For the annual after-sales performance signing project between Party A and Party B in the after-sales market, effectively implement quality improvement measures within the time specified by Party A and conduct long-term follow-up to ensure the completion of after-sales quality objectives; For unsigned performance project in the after-sales market, Party B should take the initiative to log on to Party A's "one-piece-one analysis" system, obtain the after-sales claim information, receive the claimed parts in time, continue to carry out the after-sales "one-piece-one analysis" work, and upload the analysis report regularly as required to improve the after-sales quality.

针对售后索赔有异议的问题，乙方可以通过索赔申诉向甲方提出申请，需提供申诉报告，甲方需对索赔申诉申请进行鉴定。索赔申诉时效期为甲方开具索赔发票半年内。

In view of the objection to the after-sales claim, Party B can apply to Party A through the claim appeal, and Party A needs to provide the complaint report, and Party A needs to identify the claim appeal application. The limitation period of claim appeal is within half a year after Party A issues the claim invoice.

3.6.2 早期预警 Early Warnings

乙方从投诉处理中获得关于产品问题的重要早期预警信息。乙方应按如下方式执行：

Party B obtains the important early warning information about the product problems from complaint handling. Party B shall carry out as follows:

1、当发现乙方产品出现明显缺陷或偏差时，乙方必须及时通知甲方相关质量保证部门。如发生第三方索赔，乙方需排查为甲方供货是否存在风险，并及时消除。

Party B shall promptly notify Party A's Quality Assurance department when it finds any obvious defect or deviation. In the event of a third-party claim, Party B shall investigate whether there is a risk in supplying Party A and eliminate it in a timely manner.

2、乙方合同零部件出现零公里质量抱怨时，乙方必须立即将备查信息提交甲方进行验收，避免缺陷零件流入到最终客户。另外，乙方应定期及时地整理和评估零公里缺陷情况和零公里外协件索赔情况方面的质

量信息。

When Party B receives complains about the zero-mile quality of Contractual Parts, Party B shall submit the information to Party A for inspection and acceptance immediately to prevent the defective parts from flowing to the final customers. In addition, Party B should regularly and promptly collate and evaluate the quality information of zero-mile defects and ppm aspects.

3、为及早识别售后故障问题，乙方必须派出售后代表参与到相应的缺陷分析和消除过程。对于新投产以及市场中具有 100%通报义务的故障零件，乙方需到现场参与缺陷消除过程。

For early identification of after-sales problems, Party B must send after-sales representatives to participate in the corresponding defect analysis and elimination process. For new production and the fault parts that have 100% notification requirement in the market, Party B must participate in the defect elimination process to the scene.

3.7 持续改进过程 (KVP) Continuous Improvement Process

乙方必须按照 IATF 16949 对过程进行持续的改进并提供证据。此外，乙方应通过采取适当的措施减少其内部的废品率和返工率，在甲方要求时向其提供这些信息。

Party B shall continually improve their process in accordance with IATF 16949 and provide evidence. In addition, Party B shall adopt appropriate measures to reduce its internal reject rate and rework rate, and provide such information when Party A requires it.

3.8 批量模具的质量管理 Quality Management of Batch Molds

在批量生产阶段，乙方负责制定其模具的日常维护保养计划，并有效实施，同时负责根据发包产量进行模具的寿命管理，并根据产品质量状态配合甲方完成认可工作。甲方有权对乙方模具（包括二套模具）的质量管理进行监控，乙方有责任和义务配合甲方的监控管理，反映真实情况并针对监控中发现的不合格项，按照甲方要求开展整改，因乙方维护保养不当导致模具损坏或提前报废，影响产品质量和生产，乙方承担相应责任。

In the Batch-Manufacturing, Party B is responsible for formulate the maintenance plan of its mold and effectively implement. At the same time, Party B is responsible for the mold life management according to order quantity and approval request from Party A. Party A shall have the right to monitor the quality management of Party B's molds (including second sets of molds). Party B has the responsibility and obligation to cooperate with Party A's supervision and management to reflect the real situation and carry out

rectification according to Party A's requirements. Any affection of product quality or production due to mold damage or early retirement, which are due to Party B's improper maintenance, Party B shall bear the corresponding responsibility.

3.9 重复认证 Repeat Authentication

为保证质量，乙方应当按照 IATF 16949 和 VDA 手册“稳健生产过程”定期对其供货范围进行重复认证。如果重复认证内容与上述文件中的规定有所偏差，应由乙方和甲方协商确定。甲方要求至少每三年进行一次完整的重复认证。如果存在与此不同的规定，可与甲方书面商定。

In order to ensure quality, Party B shall repeat its scope of supply on a regular basis in accordance with IATF 16949 and VDA Handbook "Robust Production Processes". If the duplicate certification contents and the provisions of the above documents have deviations, Party B should negotiate with Party A. Party A requires a complete repeat authentication at least once every three years. If there are different provisions, Party B can negotiate with Party A, with written agreement.

3.10 经验教训 Lessons Learned

应当将以前以及目前进行的项目（例如售后缺陷、零公里缺陷情况、项目开展等）中的经验反馈，作为“经验教训”用于新项目/新开发，并根据以前的指标，对可量化的减少程度进行证实。

Feedback from prior and ongoing projects (e.g. after-market deficiencies, 0km deficiencies, project development, etc.) should be used as "lessons learned" for new projects / new developments, and based on previous indicators, confirm the quantifiable degree of reduction.

3.11 供应商技术审计 TRL

甲方开展 TRL（请见“Formel Q 质量能力”）的目标：

- 1) 确保实现各项特定零部件的要求
- 2) 检查批量生产现场和所有其他质保工作
- 3) 检查纠正措施的有效性，验证协商确定的质量管理标准

甲方保留随时进行 TRL 的权利。在实施 TRL 之前的工作日进行通知。

使用红绿灯颜色符号对 TRL 结果进行评估。

The objectives of the TRL carried out by Party A (see Formel Q Capability):

- 1) Achieve the requests of specific parts

- 2) Check the Batch-Manufacturing site and all other quality assurance works
- 3) Check the effectiveness of corrective actions and verify the agreed quality management standards

Party A reserves the right to carry out TRL at any time. Notification will be given on the working days prior to the implementation of TRL.

Traffic light color is used to symbolize the TRL results.

3.12 供应商质量促进 Supplier Quality Promotion

为解决甲方面临的外协件重难点质量问题，提升乙方内部过程质量能力以及质量绩效表现，甲方外协件质量管理部门联合各部门开展乙方内部分析以及质量促进工作。乙方应在质量促进项目中提供必要的人员、资源支持以保障促进工作的顺利实施。

为了保证乙方质量问题的有效解决、内部生产过程的稳定以及实现降低质量成本及生产成本等目标，在促进方案中可能会包括但不限于以下的促进工具：如问题分析解决（FAP），价值流分析（VSM），技术专家支持（TAD），产品奥迪特（Audit），不合格品控制，全员设备维护保养（TPM），目视化、标准化作业（5S），快速换模（SMED），拉动生产（JIT）等。乙方应对这些质量/生产工具自主开展学习。

In order to solve the quality problems faced by Party A, to improve the internal process quality capability of the supplier and the quality performance of the supplier at FAW-Volkswagen, the FAW-Volkswagen Quality Assurance Purchased Parts department will unite the relevant departments to develop the supplier internal analytical work and quality promotion work. Party B shall provide the necessary personnel and resources in the quality promotion project to guarantee a smooth implementation of the promotion work.

In order to effectively solve Party B's quality problems, achieve stability of the internal production process, and achieve the objectives of reducing the quality costs and production costs, the promotion program may include (but not limited to) the following facilitation tools: Problem Analysis and Resolution (FAP), Value Stream Analysis(VSM), Technical Expert Support (TAD), Product Audit, Non-conforming Product Control, Total Equipment Maintenance (TPM), Visualization, Standardization (5S), Quick Mold Change (SMED), pull production (JIT) and so on. Party B should undertake these learning activities of quality / production tools independently.

3.13 风险供应商 Critical Supplier

如果出现与质量要求严重不符的情况，例如交付质量问题、私自改变认可状态等，甲方相关质量保证部

门将把乙方列为“风险供应商”管理，乙方应依据风险供应商整改要求完成整改。甲方相关质量保证部门保留在陈述理由后直接将供应商纳入风险供应商管理的权力。

If there is a serious discrepancy with the quality requirements, such as delivery quality problems, unauthorized change of approval status, etc., the relevant quality assurance department of Party A will list Party B as a "critical supplier" management, and Party B shall complete the rectification according to the rectification requirements of the risk supplier. Party A's Quality Assurance department reserves the right to include suppliers directly in the management of risk suppliers after stating reasons.

风险供应商包含黄牌和红牌 2 个定义级别：

黄牌：供应商需要外部援助以确保问题解决

红牌：供应商通过外部援助仍不能满足一汽-大众质量要求

There are two escalation levels for critical supplier:

Level Yellow: Supplier requires outside help to solve problems

Level Red: Supplier cannot guarantee the FAW-VW quality requirements after outside help

3.14 供应商质量绩效 Supplier Quality Performance

针对乙方供货质量状态，甲方定期开展供应商质量绩效评价，并对质量绩效未达标供应商开展相关管理，乙方需主动采取措施确保绩效目标完成，甲方有权利对乙方质量绩效情况进行考核通报。

For the quality status of Party B, Party A regularly carries out supplier quality performance evaluation, and carries out relevant management for suppliers whose quality performance does not meet the standard, Party B needs to take the initiative to take measures to ensure that the performance objectives are completed, and Party A has the right to evaluate and report Party B quality performance.

针对质量绩效模型，一方面，绩效模型基于零件特性分类管理，覆盖传统零件、新能源零件和网络安全零件等，不同产品组零件的绩效指标不完全一致。另一方面，绩效模型强化“全链路”管理，涵盖项目、批量和售后等全生命周期。

For the quality performance model, on the one hand, the performance model is classified and managed based on the characteristics of parts, covering traditional parts, new energy parts and network security parts. And the performance indicators are not the same on different product group. On the other hand, the performance model strengthens "full-chain" management, covering the whole life cycle of projects, batches and after-sales.

针对质量绩效目标，在新项目 SOP 阶段，甲方与乙方签订《XX 年度一汽-大众供应商外协件质量目标》，并纳入质量认可。在批量供货阶段，甲方发布《XX 年度外协件质量绩效目标》，乙方需登录 PPQM 系统查询。

In view of the quality performance objectives, in the SOP stage of the new project, Party A and Party B signed the "XX Annual FAW-Volkswagen Supplier Purchasing Quality Objectives" and included them in the quality recognition. In the batch supply stage, Party A publishes the "XX Annual Quality Performance Objectives for Purchasing Parts", and Party B needs to log in to the PPQM IT system to inquire.

3.15 供应商三化 Go Digital with Supplier

为持续提升乙方内部过程质量能力以及质量绩效表现，保证乙方批量供货稳定和降低售后故障率，在批量生产阶段，甲方相关质量保证部门会通过“工位绿化、要素固化、管控数字化”对乙方开展过程能力改善与提升。乙方应在实施过程中提供必要的人员、资源支持以保障工作的顺利实施。

In order to continuously improve the internal process quality capability and quality performance of Party B, ensure the stability of Party B's batch supply, and reduce after-sales failure rates, during the batch production stage, the quality management department of Party A's outsourced parts will improve and enhance Party B's process capability through "workstation greening, element solidification, and digital control". Party B shall provide necessary personnel and resource support during the implementation process to ensure the smooth implementation of the work.

工位绿化：针对重点工位的产品关键特性及过程关键特性进行识别、确认、审核、优化，直至本工位所有关键特性均达到稳定状态。

Workstation greening: Identify, confirm, review, and optimize the key product and process characteristics of key workstations until all key characteristics of this workstation reach a stable state.

要素固化：针对影响特性的要素，从人员、设备、原材料、方法、环境、检测等几个维度进行锁定，并进行版本管理及权限管理。

Element solidification: For the elements that affect the characteristics, lock them from several dimensions such as personnel, equipment, raw materials, methods, environment, and testing, and carry out version management and permission management.

管控数字化：乙方对固化后的要素值进行数字化监控，同时接入甲方数字化系统实现过程监控的自动预警，以指导乙方生产过程的优化。

Digital control: Party B shall conduct digital monitoring of the solidified element values, and at the same

time connect to Party A's digital system to achieve automatic warning of process monitoring, in order to guide Party B's optimization of production processes.

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.

授权代表人：

Representative:

授权代表人：

Representative:

FAW-VOLKSWAGEN