

Applicant 申请方（甲方）： [Beijing Goldrare Automobile Parts Co., Ltd]
[北京光华荣昌汽车部件有限公司]
[北京市昌平区北流村600号院9号楼1至3层101]

Contact 联系人： [Ms.Zhang Hui 张慧 女士]
[Email]: cstj@bjghrc.com [Tel]电话:17611610928
Herewith called as Party A 以下简称为“甲方”

Recipient 受理方（乙方）： [TUV Rheinland(China) Ltd.]
[莱茵检测认证服务（中国）有限公司]
[Room 301 ,3F and Room 1203,12F,Building C, CATIC Plaza,NO
15,Ronghua South Road,Beijing Economic- Technological
Development Area, Beijing, China]
[北京市北京经济技术开发区荣华南路15号院4号楼3层301室、12层
1203室]

Contact 联系人： [Mr. Harry Liu 刘昊睿 先生]
[Email]: Harry.Liu@tuv.com [Tel]电话:15330229265
Herewith called as Party B 以下简称为“乙方”

Project 项目： [Component Type Approval]
[零部件型式认证]

Product 产品： [Rear-view Mirror 后视镜]
Type 型号： [See Annex2 见附录2]
Manufacturer 制造商： [Beijing Goldrare Automobile Parts Co., Ltd]

WHEREAS 鉴于

Party A intends to purchase and receive the services of [Component Type Approval] (“**Services**”) from Party B and Party B desires to provide to Party A the Services:

甲方期望自乙方购买并接受[零部件型式认证]服务（“**服务**”），乙方亦愿意向甲方提供该等服务。

NOW, THEREFORE, through friendly negotiations, the Parties mutually agree upon the terms and conditions of this Agreement as follow:

经友好协商，双方兹就本协议达成如下条款和条件：

1 Provision of Services

服务条款

Party A hereby engages Party B to carry out the [Component Type Approval], as defined in Annex 1 and Annex 2.

甲方在本协议项下委托乙方进行附录1和附录2中定义的[零部件型式认证]服务。

The lead time to complete the testing and deliver the testing reports is estimated to be 60 working days upon submission of complete product documentation and/or test samples by Party A as requested by Party B as necessary.

完成测试和出具测试报告所需的时间，为自甲方提供乙方要求提供的全部文件和/或测试样

品后的六十个工作日。

The estimated lead time does not include any time deviation as a result of re-testing or other reasons not attributable to Party B.

上述预计的项目完成时间不包括由于重复测试或其他非可归咎于乙方的原因所导致的迟延。

Before testing, Party A shall provide test samples and related information and documentation as required to Party B free of charge with respect to EU directives / ECE regulations and/or related homologation systems. Basic testing items are described in Annex 2.

在进行测试之前，甲方应按乙方的要求，根据欧盟指令/欧洲经济委员会法规和/或相关认证体系的条款要求，向乙方免费提供测试样品及相关资料和信息。测试项目详见附录2。

Party B shall provide all test records or technical reports, as well as information of process to Party A as required.

乙方应按照甲方要求，将测试记录或技术报告，以及相关进度的信息提供给甲方。

With the consent of Party A, the whole or part of the testing may be sub-contracted to the affiliated entities of Party B or qualified external laboratories. Notwithstanding the aforesaid, Party A hereby agrees that Party B can subcontract the whole or part of the testing to the its affiliated entities and such a subcontracting does not need to obtain further consent by Party A.

经甲方同意，全部或部分测试可能分包给乙方的关联机构或者有资质的外部实验室。尽管有上述约定，甲方在此同意乙方可以将测试全部或部分分包给乙方的关联机构，该分包不需要另行取得甲方的同意。

Party A shall comply with the general clauses of the ECE\EU. The approval authority is authorized to perform Conformity of Production checks.

甲方应当遵守欧洲经济委员会/欧盟的基本规定。发证机关有权收取年费或对甲方产品进行生产一致性检查并按照其规定收取相关费用。

The project management plan should be proposed by Party A and implemented as agreed by both Party A and Party B.

项目管理方案由甲方提出，但需由双方协商达成一致方可执行。

On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based. In particular, Party B shall assume no responsibility for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations.

执行工作时，对于乙方将要测试或检查的部件、装置整体及其上游和/或下游的程序、组织、使用与应用，以及装置所基于的系统，乙方不会保证其正确性（包括符合质量要求），亦不会保证其将会正常运行。乙方不对所测试或检查的装置的建设、安装或材料选择承担任何责任；乙方亦不对该等装置的合法使用与应用承担任何责任。

In the case of inspection work, Party B shall not be responsible for the accuracy or checking of the safety programs or safety regulations on which the inspections are based.

在执行检查任务时，对于检查所基于的安全计划或安全法规，乙方不对其准确性负责，乙方亦没有责任检查该等安全计划或安全法规。

Based on Party B's past experience, the licensing cycle by the approval authority ([RDW]) is expected to be [4-6 weeks] (from submission/receipt of application form). If the licensing cycle exceeds the foregoing cycle not attributable to Party B, Party B shall not be liable, including but not limited to, delays by the approval authority (supporting documentation may not be provided by the approval authority regarding delays), etc.

依据乙方过往经验，发证机关（[荷兰交通部]）的发证周期可能为[4-6周]（自提交/收到申请表起算）。非因乙方原因导致发证周期超出前述周期，乙方不承担责任，包括但不限于发证机关的延迟等（发证机关可能不会就延迟提供证明文件）。

2 Service Fee and Cost Reimbursement

服务费及费用报销

The total fee of all the Services described in Annex 1 and Annex 2 will be RMB [8,500] (“Service Fee”).

附录1和附录2中所述全部服务的费用总计为人民币[8,500]（“服务费”）。

[The price quoted in Annex 1 for the certificate fee is based on the price currently set by the approval authority (“Certificate Price”). If the Certificate Price is changed by the approval authority when the certificate is issued, both Parties shall adjust the Service Fee based on the changed Certificate Price and make corresponding settlement.]

[附录1中有关证书费的报价是基于发证机关目前设定的价格（“证书价格”）。如果证书签发时，发证机关变更证书价格，则双方以变更后的证书价格为准调整服务费并进行相应结算。]

The Service Fee quoted above is a tax inclusive amount, including the VAT (if applicable) which shall be borne by Party A.

上述服务费是税后金额，包括甲方应承担的增值税费（如适用）。

The Service Fee quoted by Party B in this Article 2 under this Agreement will be deemed as a price quotation and will be only valid for 20 days upon the delivery of this Agreement to Party A.

本协议本条中约定的服务费应视为乙方就该等服务所提出的报价，该等报价仅在自乙方向甲方提供本协议文本之日起20日内有效。

The Service Fee quoted by Party B in this Article 2 under this Agreement shall not include the following items:

本协议本条中约定的服务费不包含下列费用:

- a. All travel expenses, accommodation and transportation costs incurred by Party B related to the performance of the Services during the course of testing and factory surveys/inspections. Those travel expenses will be charged as actually incurred. Both parties agree that the hotels to be used by Party B shall not be lower than three-star level;

测试及工厂审查期间乙方产生的旅行、住宿及交通费用。这些差旅费用将根据实际产生的费用收取。乙方人员住宿的酒店不得低于当地三星标准；

SERVICE AGREEMENT

Contract No.: [MTBJ-104766]

- b. Overtime charges for the work that is completed by Party B beyond the normal working hours in order to satisfy the desired lead time of Party A;
为满足甲方期望的项目完成期限，乙方在正常工作时间之外工作的加班费；
- c. Retesting costs;
重测费用；
- d. Fees resulting from additional services that are not set out in this Agreement;
本协议约定服务之外的服务所产生的费用；
- e. Fees for extra work as a result of the modification or addition to the testing scope or testing items made by Party A after the original testing has been started;
在测试开始之后，由于甲方更改或增加测试范围或测试项目所产生的额外工作的费用；
- f. Extra costs for the work done by Party B to verify and correct the mistakes or faults made by Party A during the performance of this Agreement; and
在履行本协议过程中，乙方为验证和更改甲方错误所产生的工作的费用；及
- g. Annual Fee, Audit Fee for Conformity of Production and/or other costs for Certificate Validity Maintenance.
年费（发证机关收取的年费），生产一致性检查审核费及/或其他因维护证书有效性而产生的费用。

3 Payment terms 付款条件

The Service Fee shall be paid by Party A to Party B in two installments in according to the following schedule:

甲方应按照下列时间表分两期向乙方支付服务费。

- a. [50]% of the Service Fee ([4,250]), in total [4,250], shall be paid before the commencement of the testing, which is NON-REFUNDABLE after the commencement of the testing.
[50]%的服务费（即[4,250]），共计[4,250]，应当在测试开始之前支付。该等费用在测试开始之后不可退还。
- b. The remaining Service Fee, together with other fees of the Project shall be paid before the issue of the certificate.
服务费的余额及项目的其他费用应当在证书颁发之前付清。

Party B will not commence the testing until receiving the payment of the first installment and shall not be liable for the delay in the delivery of the Services caused by non-payment or delayed payment of Party A.

乙方在收到甲方支付的第一笔服务费后方开始测试。因甲方延迟付款或不付款所造成的服务迟延，乙方不承担任何责任。

If the Project is suspended due to the reasons not attributable to Party B and such a suspension lasts for more than 3 months, Party A shall, on a pro rata basis, pay the Service

SERVICE AGREEMENT

Contract No.: [MTBJ-104766]

Fee and other fees due and payable to Party B for the Services Party B has provided up to the suspension date.

如果项目由于非可归咎于乙方的原因中止，并且该中止持续超过3个月，则甲方应当为乙方截止至项目中止时已经提供的服务支付相应的服务费和其他应支付的费用。

If Party A fails to make any payment, party B has the right to cancel at any time the certificate through the relevant approval authority (such as KBA, RDW).

如果甲方未支付服务费，则乙方在任何时候都可以通过发证的权威部门（如德国交通部，荷兰交通部等）取消证书。

For each payment to be made, Party A shall send a written notice in advance to Party B.
每次支付服务费之前，甲方应书面通知乙方。

All the payments should be remitted properly into the bank account of Party B specified below.

所有的款项应汇入乙方如下的银行帐户：

收款人: Beneficiary:	莱茵检测认证服务（中国）有限公司 TÜV Rheinland (China) Ltd.
帐号: Account No. :	110906154010802 110906154010802
汇入银行: Beneficiary Bank:	招商银行北京建国路支行 China Merchants Bank Beijing Jianguolu Sub-Branch
地址: Address:	北京市朝阳区建国路116号 No.116, Jian Guo Lu, Chaoyang District, Beijing 100022

4 **Re-testing** 重复测试

If the test results show that the related requirements are not met, re-test is necessary for the item(s) concerned. The re-test fee for re-test item(s) will be charged additionally according to the price list in Annex 2, excluding the lab-related fee for re-testing. The re-test fee does not include fees for document checking and testing reports.

如果测试结果表明相关的要求没有得到满足，涉及到的项目必须重测，重测费用将依据附录2所列的单价另计，不包括重复测试产生的外部实验室费用。重测费用不包括文件审核和测试报告的费用。

5 **Modification of application** 修改申请

The application form for certificate can be changed without extra charge before the test report is issued or before the application form is submitted to the approval authority.

在测试报告出具之前或者向有关发证机关提交申请表之前，可以对申请表免费作出修改。

After the test report is issued or the application form is submitted to the approval authority,

any modification to the application form of the certificate requested by Party A will be charged additionally.

如果测试报告已经出具或者已经向有关发证机关提交了申请表，如甲方要求对申请表作出修改，将会加收额外的费用。

6 Test Samples and Documentation

测试样品与文件

The test samples submitted by Party A to Party B for testing will be scrapped following testing or will be returned to Party A at the expense of Party A. If the test samples are stored at Party B's warehouses after testing, the costs for the storage in warehouses of Party B and any subsequent disposal shall be borne by Party A. This does not apply to the costs for the storage of the test samples in warehouses of Party B for a period of up to 2 (two) months in connection with proposed re-testing. Party B will be liable for the loss of test samples from the laboratories or warehouses of Party B only if willful misconduct or gross negligence by Party B has occurred during the test procedure.

甲方提交于乙方用于测试的测试样品在测试后应销毁或归还甲方，相关费用由甲方承担。如果测试结束，测试样品存放于乙方的仓库中，则仓库的保管费用及任何后续处理的费用由甲方承担。此规定不适用于因重新测试而存放于乙方仓库的测试样品在两个月限期内产生的费用。乙方仅为测试过程中因故意或重大过失导致的存放于乙方实验室或仓库的测试样品的损失承担责任。

7 Statements and Representations of Party A

甲方的陈述与保证

Party A represents and undertakes that any and all data, documents, information, samples or products provided to Party B under this Agreement is free from any right defect and will not infringe any third party's intellectual property rights.

甲方陈述并保证：其在本协议下提供给乙方的任何资料、文件、数据、信息、样品或产品，不存在任何权利瑕疵，不侵犯任何第三方的知识产权。

In the event that, for the purpose of providing the Services under this Agreement, Party B is required to use the equipment, hardware, software and other articles provided by Party A, Party A hereby represents and undertakes that, in respect of such equipment, hardware, software and articles:

如果依照本协议提供服务要求乙方人员使用甲方所提供的设备、硬件、软件和其它物品，甲方在此声明并保证，就其向乙方提供使用的设备、硬件、软件和其它物品：

- a. it has the necessary authorization, license, permission or other credential documentation and the use of such equipment, hardware, software and articles by Party B will not infringe the rights and interests of any third party;
其拥有必要的授权、许可、证明或其他文件，且在本协议实施过程中，乙方使用该等设备、硬件、软件和物品不会侵犯任何第三方的权益；
- b. during the performance of this Agreement, Party A has the right or authorization to disclose the information relating to such equipment, hardware, software and articles to Party B and to authorize the use of the same by Party B; and
在本协议实施过程中，甲方有权向乙方披露有关该等设备、硬件、软件和物品的信息，

有权授权乙方使用该等信息；及

- c. the use of such information by Party B and its personnel under the authorization of Party A in accordance with this Agreement will not be in violation of the laws and regulations.

乙方及乙方人员根据本协议在甲方授权范围内使用上述信息，不会违反适用法律法规。

Party A hereby guarantees that all work premises or property provided to Party B are safe and free of any defect and will not in any form cause any losses or damages to Party B and/or its personnel, agents or subcontractors. In the case that any losses or damages are so caused by Party A or its employees or personnel to Party B and/or its personnel, agents or subcontractors, Party A shall be liable to fully compensate to Party B and/or its personnel, agents or subcontractors (including reasonable attorney fees and other expenses and fees).

甲方保证其为乙方员工提供的工作场地和供乙方员工使用的财产是安全的，不会给乙方及其员工、代理或分包商造成任何形式的损失或伤害。如因此给乙方或其员工、代理或分包商造成任何损失、伤害的，则甲方须承担赔偿责任（包括合理的律师费用及其他费用）。

8 Confidentiality

保密

“Confidential information”, as used in this Agreement, shall mean all know-how, trade secrets, documents, images, drawings, expertise, information, data, test results, reports, samples, project documents, pricing and financial information, customer and supplier information, and marketing techniques and materials, tangible or intangible, that are supplied, transferred or otherwise disclosed, in writing or orally, in printed or electronic format, by Party A to Party B in accordance with this Agreement.

本协议下的“保密信息”是指甲方根据本协议向乙方以口头或书面形式提供、转交或披露的所有信息、专有技术、商业秘密、文件、图像、图纸、专业知识、信息、数据、测试结果、报告、样本、项目资料、定价和财务信息、客户和供应商信息以及市场营销策略和资料，不论该等信息是有形的或无形的，亦不论该等信息使用的是印刷载体或电子载体。

All the Confidential Information shall be conspicuously labeled in a manner that gives notice of the confidential nature of the information. If the information is disclosed verbally or in other non-tangible form, it must be confirmed as confidential by Party A in writing within 5 working days of its disclosure. Where Party A fails to do so within the stipulated period in respect of such information, Party B shall not take any confidentiality obligations hereunder towards such information.

甲方应对保密信息显著地做出标识以标明其保密性质。通过口头或其他无形方式披露的信息，如属甲方的保密信息，则甲方需在披露后的五个工作日内以书面方式向乙方确认其保密性质。如果甲方在披露后的五个工作日内没有做出确认，则乙方对该等信息不负有本协议项下的保密义务。

Unless otherwise stipulated in this Agreement, all the Confidential Information under this Agreement:

除非本协议中另有约定，本协议下的所有保密信息：

- a. **Must be used by Party B only for the purpose of this Agreement;**
仅仅供乙方为了实现本协议目的而使用；

SERVICE AGREEMENT

Contract No.: [MTBJ-104766]

- b. Must not be copied, distributed, published or otherwise transmitted by Party B in any format;
乙方不能以任何方式复制、散布、公布或传送保密信息；
- c. Must not be disclosed by any means to any third party other than the employees, affiliates, subcontractors, agents etc. of Party B who have a need to know the Confidential Information for the purpose of this Agreement (“**Personnel of Party B**”) in which case Party B must bind Personnel of Party B to the same degree of confidentiality obligations as set out in this Agreement; and
乙方不得将保密信息披露给任何第三方，但向为实现本协议目的而需要知悉保密信息的乙方的雇员、关联机构、分包商、代理等（“**乙方人员**”）披露的除外，乙方应要求乙方人员承担本协议所规定的同等程度的保密义务；及
- d. Must be handled confidentially by Party B with the same level of care and diligence that Party B would exercise to handle its own confidential information.
乙方应像对待自己的保密信息一样尽心尽责地处理本协议项下甲方披露的保密信息。

Party B may disclose the Confidential Information pursuant to a court order or the requirements of governmental authority. Party A agree that Party B is also entitled to disclose the Confidential Information (including but not limited to any test plans and methods, test data, any problems to be identified/notified in the test process, test results and test reports, etc.) to the relevant direct and/or indirect proposed purchasers, vehicle manufacturers/whole equipment manufacturers, test standards or requirements providers of Party A's test products as required by them.

乙方可以根据法院命令或政府机构的要求对保密信息做出披露。甲方同意乙方亦有权按测试产品相关直接和/或间接拟采购方、整车生产厂商/主机生产厂商、测试标准或测试要求提供方的要求，向其披露相关的保密信息（包括但不限于测试计划与方法、测试数据、在测试过程中发现的任何问题、测试结果和测试报告等）。

Party B may disclose, pass or forward the Confidential Information to a relevant third party for the mere purpose of obtaining certification certificates or similar approvals for Party A.

出于为甲方取得认证证书或其他类似许可的目的，乙方可以将保密信息披露、传递或发送给相关的第三方机构。

Party B may as a testing and certification body make and keep copies of reports and certificates issued by Party B and any Confidential Information that forms the basis for preparing these reports and certificates in order to evidence the correctness of its results and for general documentation purposes required by laws, regulations and the requirements of working procedures of a testing and certification body.

乙方作为检测认证机构有权复制并保存乙方公司出具的报告、证书以及作为报告和证书之依据的保密信息，以证实报告或证书结果的正确性，或为履行法律、法规以及检测认证机构的工作规程所要求的文档保存程序而复制并保留相关保密信息。

9 Copyrights 版权

Party B shall retain all exclusive copyrights, trademark rights and other intellectual property rights in the expert reports, test results, calculations, presentations etc. prepared by Party B.

乙方享有对于由乙方出具的专家报告、测试结果、算法以及报告等文件的排他性专有著作权及商标权以及其他相关知识产权权利。

Party A may only use such expert reports, test results, calculations, presentations etc. prepared within the scope of this Agreement for the contractually agreed purpose.

甲方仅可按本协议约定的用途使用乙方在协议范围内准备的各类专家报告、测试结果、算法以及报告等文件。

Party A may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of Party B.

甲方必须使用完整且并未做任何删减的测试报告、测试结果、专家报告等文件。如出于广告目的需要公开或复制该等文件，甲方必须提前获得乙方的书面同意。

10 Breach of Contract and Termination **违约和终止**

Either party may terminate this Agreement at any time by an at least 15 days prior written notice to the counter party. Besides, If the country/region involved in this agreement or the specific service project in this agreement does not belong to the insurance coverage applicable to Party B, and Party B believes that there is a risk or some risks beyond the control of Party B to continue to perform the contract, Party B is entitled to terminate this agreement without bearing any liabilities. Both party shall cooperate each other to complete the handover work before termination.

一方可以随时提前至少15天书面通知另一方以终止本协议。此外，如本协议或本协议中具体的特定服务项目涉及的国家/地区不属于乙方适用的保险覆盖范围，乙方认为继续履行合同存在莱茵公司无法控制的风险的，乙方可以终止本协议而不承担任何违约责任。双方应当在终止前相互配合完成交接工作。

Unless otherwise stipulated in this Agreement, under one of the following circumstances the Non-Breaching Party has the right to immediately terminate this Agreement and the Breaching Party shall make compensations for any losses or damages sustained by the Non-Breaching Party:

除非本协议另有约定，如出现下列情形之一，守约方有权立即终止本协议，并且违约方应赔偿守约方因此而遭受的损失和损害：

a. if one Party (Breaching Party) breaches this Agreement and fails to make correction within the stipulated period of time requested by the other Party (Non-Breaching Party) by a written notice requesting the Breaching Party to correct the breach within a reasonable period of time;
如果一方（违约方）违反本协议的约定，且在另一方（守约方）发出书面通知要求其在合理时间内纠正违约行为后，未在规定的时间内纠正其违约行为；

b. if one Party (Breaching Party) materially and substantially breaches this Agreement and as a result, this Agreement cannot be performed or the objectives of this Agreement cannot be realized.
如果一方（违约方）实质性违反本协议，致使本协议无法继续履行或本协议的目标无法实现。

If one Party cannot pay off its debts, or becomes insolvent or the subject of any bankruptcy proceedings and this condition cannot be eliminated within thirty (30) days after it happens, the other Party may immediately terminate this Agreement by a written notice.

如果一方未能偿还债务、资不抵债或者进入破产程序，并且该情形在三十（30）日内未能解除，另一方可立即书面通知其终止本协议。

In the event that Party A delays in making any payment hereunder, Party A shall pay to Party B a daily penalty equivalent to 0.3% of the overdue amount until the date of actual payment. If Party A delays in making any payment for over 30 days, Party B shall have the right to suspend the provision of the Service hereunder, in which case, any and all losses or damages occurred to Party A due to the suspension of the Services by Party B shall be borne by Party A. If Party A makes payment within 60 days thereof, Party B shall resume performance of this Agreement. If Party A delays to pay over 60 days, Party B has the right to immediately terminate this Agreement, in which case, any and all losses and/or damages caused by the immediate termination shall be borne by Party A.

若甲方迟延支付项目费用或其他费用，则每逾期一日，应向乙方支付未付金额的[0.3]%作为滞纳金，直至实际支付之日。如果甲方迟延支付超过30日，则乙方有权中止提供本协议项下的全部服务；如甲方在迟延支付60日内恢复付款，则乙方应继续履行本协议，因甲方迟延付款而致使乙方中止服务对甲方所造成的任何损失和/或损害由甲方自行承担。如甲方迟延支付超过60日，则乙方可立即全面终止本协议，因此给甲方造成的任何损失和/或损害由甲方自行承担。

The termination of this Agreement shall not prejudice the right of Party B to be paid of the Service Fee and other fees for the Services it has provided under this Agreement. In the event that this Agreement is terminated or cancelled for any reason, Party A shall pay the Service Fee and other fees due and payable to Party B for the Services Party B has provided up to the termination date.

本协议不论因任何原因终止，都不得影响乙方为其在本协议下提供的服务取得服务费或其他费用。如果本协议因某种原因而终止或取消，甲方均须按双方的约定为乙方截止至本协议终止时已经提供的服务支付相应的服务费和其他费用。

Termination of this Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Agreement prior to termination.

本协议的终止不应当影响在本协议终止前已经产生的任何一方的权利、救济或义务。

11 Limitation of Liability

责任限制

Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for loss of revenues or profits, loss of goodwill or any indirect, incidental, or consequential damages in connection with the performance or non-performance of this Agreement.

不论本协议中有任何其他规定，任何一方均不向另一方就与履行或不履行本协议有关的营业收入或利润损失、商誉损失或其他间接的、偶然的或随附的损失承担责任。

The aggregate liability of Party B under or in connection with this Agreement shall not exceed the total Service Fee stipulated in this Agreement.

乙方在本协议下承担的全部和累积责任不得超过本协议约定的服务费总额。

12 Force Majeure 不可抗力

If the performance of this Agreement by one Party is delayed or becomes impossible due to unforeseeable, unavoidable and insurmountable events that are out of control by the said Party ("Force Majeure Event"), the said Party under the influence of the Force Majeure Event shall immediately notify the other Party within the reasonable time of the same by email, letter, fax or by other reasonable means, with the details of the Force Majeure Event and the extent of the contract performance that has been affected.

若任何一方因超出其合理控制的不可预见、不能避免、不能克服的事件（“不可抗力事件”）而无法履行或无法按时履行本协议，遇有该等事件的一方应在其能够通知的时间内立即以邮件、信件、传真等书面方式或其他可行的方式通知另一方影响履约的不可抗力事件，说明不可抗力事件发生的细节及履约受影响的程度。

The "Force Majeure Event" aforementioned including but not limited to:

- 1) War (whether declared or not), armed conflict or the serious threat of same (including but not limited to hostile attack, blockade, military embargo etc.), invasion and other act of a foreign enemy, extensive military mobilization;
- 2) Civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;
- 3) Act of terrorism, sabotage or piracy;
- 4) Act of authority whether lawful or unlawful, compliance with any law or regulation or any governmental orders, rules, or directions, curfew restriction, expropriation or requisition, compulsory acquisition, seizure, nationalization;
- 5) Act of God, natural disaster (e.g: violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought and etc.);
- 6) Epidemic (including but not limited to H1N1, SARS, Ebola, Coronavirus etc.), plague, or similar public health emergency incidents;
- 7) Explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; and
- 8) General labour disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises.

前述“不可抗力事件”包括但不限于：

- 1) 战争（无论是否宣战）、武装冲突或类似严重威胁（包括但不限于恶意袭击、封锁、或军事禁运等）、外敌入侵或其他行为、大范围军事动员；
- 2) 内战、暴动或革命、军事篡权与叛乱、民众骚乱或暴乱、公民不合作运动；
- 3) 恐怖主义活动、蓄意破坏、海盗行为；
- 4) 政府行为（无论合法或非法）、任何法律法规的要求、或政府性指令、宵禁限制、征收征用、强制性收购、没收、国有化；
- 5) 天灾、自然灾害（包括但不限于暴风、气旋、台风、飓风、龙卷风、暴风雪、地震、火山活动、山体滑坡、潮汐波、海啸、洪水、雷电损害、干旱等）；
- 6) 传染病（包括但不限于甲型流感病毒、严重急性呼吸综合征、埃博拉病毒、新型冠状病毒肺炎等），瘟疫或其它突发公共卫生事件；
- 7) 爆炸、火灾、机器/设备/工厂或任何装置的破坏、运输/无线电通讯/电力的长期故

- 障；及
- 8) 一般劳工骚乱，包括但不限于联合抵制、罢工和封锁、怠工、占领工厂和房屋等。

The Party affected by a Force Majeure event abovementioned, to the extent of the influence of the Force Majeure Event, shall not be held liable for the delay in performance or non-performance of this Agreement. The time for the performance of the relevant part of this Agreement shall be extended by the duration of the Force Majeure Event. Notwithstanding this, the said Party shall still have the obligation to take all necessary measures to perform this Agreement to minimize the damages and losses to the other Party.

如果由于上述不可抗力事件致使任何一方无法履行或迟延履行本协议，该方可在受不可抗力事件影响的范围内免除不能履约或不能按时履约的责任。履约期限应相应延长。尽管如此，在上述情况下，受不可抗力事件影响的一方仍须采取必要措施尽快履行本协议，将迟延履行或不能履行给另一方造成的损失降低到最低限度。

When the Force Majeure Event subsides, the Party which has been affected by the event shall immediately notify the other Party of the same in written via email, letter or fax, or by other reasonable means.

当不可抗力事件结束后，受不可抗力事件影响的一方应立即以邮件、信件、传真等书面方式或其他可行的方式通知另一方。

Where the Force Majeure event causing the delay in performance or non-performance of any Party lasts for more than 60 days, or substantially and substantially deprive one or both parties of the agreement of benefits that could reasonably be expected to be obtained within the scope of this Agreement, any Party has the right to immediately terminate this Agreement by sending a written notice to the other party.

如不可抗力事件导致任何一方无法履行或延迟履行的状态持续超过60天，或大幅度且实质上剥夺了协议一方或双方在本协议范围内可合理期待获得的利益，任何一方均有权向另一方发出书面通知而立即终止本协议。

13 General Terms and Conditions of Business of TÜV Rheinland in Greater China 莱茵 TÜV 集团大中华区一般商业条款和条件

“General Terms and Conditions of Business of TÜV Rheinland in Greater China” (“**GTCB**”), Annex 3 of this Agreement, amended from time to time, shall be an integral part of this Agreement. GTCB shall be binding on both Parties.

作为本协议附录 3 的“莱茵 TÜV 集团大中华区一般商业条款和条件” (“**一般商业条款和条件**”) 及其不时修订之更新版本构成本协议不可分割的一部分。“一般商业条款和条件”对本协议双方都具有约束力。

By signing this Agreement, Party A hereby confirms that it has carefully read and fully understood the content of GTCB and will be bound by the terms and conditions thereof.

一经签订本协议，即视为甲方已经仔细阅读并完全理解“一般商业条款和条件”的内容，并同意对于受“一般商业条款和条件”所规定的各项条款和条件的约束。

In case of any change, addition, modification or supplemental to GTCB, Party B will send to Party A an updated version of GTCB for confirmation or procure Party A to read and acknowledge the agreement to the said change, addition, modification or supplemental on Internet. If Party A does not indicate expressly it agrees or disagrees to the new version of

GTCB within 30 days of the receipt of the updated version of GTCB or the notice to acknowledge the agreement to the updated version on Internet, the new GTCB will automatically replace the existing version and becomes binding on both Parties upon the expiration of the prescribed time.

如果乙方对“一般商业条款和条件”进行任何变更、补充、修改或调整，乙方应向甲方提交一份更新版本的“一般商业条款和条件”供甲方确认，乙方也可以促使甲方能够在互联网上阅读并确认其同意对“一般商业条款和条件”所进行的变更、补充、修改或调整。在甲方收到更新版本的“一般商业条款和条件”或收到要求其在互联网上进行确认的通知后30天内，如果甲方未能明确表示其同意或不同意更新版本的“一般商业条款和条件”，更新版本的“一般商业条款和条件”将在前述表示同意或不同意的期限届满后自动替代原来的版本，对本协议双方具有约束力。

14 Order of Precedence 文件适用的优先顺序

If there is any discrepancy between this Agreement and GTCB, this Agreement shall prevail.
如果本协议和“一般商业条款和条件”有不一致之处，应优先适用本协议。

15 Disputes Resolution 争议的解决

The Parties hereby agree that this Agreement shall be governed by **[the laws of the People's Republic of China]**.

双方同意本协议受**[中华人民共和国法律]**管辖。

Any dispute in connection with this Agreement or the execution thereof shall be settled friendly through negotiations. In the case that no settlement or no agreement in respect of the extension of the negotiation period can be reached within two months of the arising of the dispute, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) to be settled by arbitration under the Arbitration Rules of CIETAC in force when the arbitration is submitted. The arbitration shall take place in **[Beijing]** and the decision of CIETAC shall be final and binding on both parties. The arbitration fee shall be borne by the losing party.

任何与本协议或其执行有关的任何争议，双方应通过友好协商解决，如自争议发生之日起两个月内协商不成或无法就延长协商期限达成一致，双方同意应将争议提交中国国际经济贸易仲裁委员会，按照其当时有效的仲裁规则进行仲裁。仲裁地点在**[北京]**。中国国际经济贸易仲裁委员会做出的仲裁裁决是终局的，对双方均具有约束力。仲裁费用由败诉方承担。

16 Language 协议文本

This Agreement is made in both Chinese and English. Wherever there is an inconsistency between the two languages, the Chinese version shall prevail.

本协议以中英文两种语言文本书就，如果两者出现不一致，以中文为准。

17 Entire Agreement 完整协议

This Agreement and all its Annexes constitute the entire agreement between the two Parties in respect of the transactions contemplated under this Agreement and shall supersede all the previous negotiations, arrangements, agreements or other statements.

本协议及其全部附件构成双方就本协议项下之交易达成的完整协议，将取代双方就该交易先前进行的所有口头和书面的谈判、安排、约定或其它声明。

18 Effect 效力

This Agreement shall take effective upon signing and/or stamping by both parties.
本协议经双方签字盖章后生效。

The Annexes to this Agreement shall be an integral part of this Agreement and bear same legal effect as this Agreement.

本协议的所有附件为该协议的重要组成部分，具有和本协议相同的法律效力。

This Agreement is made in two originals with each Party holding one original.
本协议一式两份，双方各持一份。

[Signing Page]
[签署页]

[TUV Rheinland(China) Ltd.]
[莱茵检测认证服务(中国)有限公司]
(Stamp/公章)

Signature by Authorized Representative:
授权代表人签名:

Name/姓名: []

Position/职务:

[Beijing Goldrare Automobile Parts Co., Ltd]
[北京光华荣昌汽车部件有限公司]
(Stamp/公章)

Signature by Authorized Representative:
授权代表人签名:

Name/姓名:

Position/职务:

Name/姓名: [Print Name]

Position/职务:

Date/日期:

Date/日期:

Annex 1 Price List

附录1 款项明细

Testing according to the listed regulation(s) / directive(s) in Annex 2 根据 Annex 2 列出的法规/指令进行测试	RMB¥ 8,500
Reporting according to the listed regulation(s) / directive(s) in Annex 2 根据 Annex 2 列出的法规/指令审核产品文件，签发报告	
Authority approval fee RDW certificate 1 pcs 荷兰交通部 RDW 权威证书费用 1 张	
External Lab fee 外部实验室费	Excluded/未包含
Technical Meeting 技术会议	Free/免费
Travel Cost 差旅费	Included/已包含
Necessary shipment and logistic fee 必要的车辆运输费用	Excluded/未包含
VAT 6% 增值税 6%	Included/已包含
Sum 合计	RMB¥ 8,500

Annex 2 Testing Items

附录2 测试项目

No. 序号	Subject 项目	Product Type 产品型号	Standard 依据标准	Witness Test and report Fee 目击测试和报告费	Cert. Fee (E4) 证书费 (E4)	Comments 备注
1	向荷兰交通部 RDW 申请证书	后视镜 VI 类 RC77D601	ECE-R46.05	8,500		New/新申请
Sub 合计		RMB¥ 8,500				
备注： 企业获得荷兰交通部 RDW 的合规声明（Compliance Statement）且在有效期内。						

Annex 3 General Terms and Conditions of Business of TÜV Rheinland in Greater China

附录3 莱茵TÜV集团大中华区一般商业条款和条件