

## PRICE AGREEMENT

The following agreement is entered into between Volvo Truck Corporation, acting through Volvo Group Purchasing, official registration number 556013-9700, 405 08 Gothenburg, Sweden, for its own account and for the account of any AB Volvo Subsidiary (hereinafter individually and jointly referred to as “Volvo”) and [Beijing Goldrare Automobile parts Co. , Ltd], company registration no. [91110114801184540U] and with its registered office in [Beijing], for its own account and for the account of any other subsidiaries and affiliates delivering Parts to Volvo (hereinafter individually and jointly referred to as the “Supplier”).

### 1. BACKGROUND

#### 1.1. Agreement Scope

This Price Agreement covers deliveries of Mirrors.

1.2. This Price Agreement governs the pricing of Parts and related issues, and shall be governed by the terms of the Framework Agreement for Deliveries to Volvo between Goldrare and AB Volvo executed by Goldrare on or about 02.09.2023 (hereinafter, the “Framework Agreement”), which is incorporated herein by reference. Any references to “Volvo” herein and in the Framework Agreement for purposes of its application hereto will mean Volvo Truck Corporation or the AB Volvo Subsidiary or other agreed company, as applicable, purchasing Parts hereunder as per Section 3 below and/or Section 3 of the Framework Agreement (as incorporated herein by reference), as applicable. Any references to “Supplier” herein and in the Framework Agreement for purposes of its application hereto will mean the Supplier entity(ies) explicitly listed above as Parties to this Price Agreement and, to the extent applicable, any subsidiary or affiliate of such entity(ies) accepting orders for Parts hereunder as per Section 3 below and/or Section 3 of the Framework Agreement (as incorporated herein by reference), as applicable. These agreements, together with any other agreements executed in connection therewith, shall apply for all deliveries to Volvo.

1.3. Definitions used herein shall have the meaning as set out in Volvo’s General Purchasing Conditions unless otherwise expressly set out in this Price Agreement.

1.4. For the purpose of this Agreement “Volvo Group” shall mean and include AB Volvo (publ) and (i) any entity in which the Swedish company AB Volvo owns, directly or indirectly, more than 50% of the share capital and/or controls, directly or indirectly, more than 50% of the votes and (ii) all joint ventures such as VE Commercial Vehicles Ltd., India, Shandong Lingong Construction Machinery Co Ltd, Dongfeng Commercial Vehicles Co., Ltd., and (iii) any and all future joint ventures.

“AB Volvo Subsidiary” shall mean any company within the Volvo Group other than AB Volvo.

This definition of the Volvo Group shall prevail over any other definition of the Volvo Group provided in the Framework Agreement and/or Volvo’s General Purchasing Conditions.

## **2. REFERENCE DOCUMENTATION**

### **2.1. Technical Documentation**

The technical documents used as a base for this Price Agreement as of the date of this Price Agreement entering into force are:

- SOW / development agreement
- Drawing XXX
- Technical Regulation YYYY
- CAD Model ZZZ
- Review of Technical Specification (RTS) based on the above documents, signed on **XX/XX/2025**.

The technical documentation may be subject to changes during the term of this Price Agreement. Such changes are regulated in a separate written agreement between the Parties (this includes, but is not limited to, Purchase Orders that have been accepted by the Supplier).

### **2.2 Logistics & Packaging Documentation**

In accordance with Volvo's General Purchasing Conditions, the Supplier shall deliver the Parts to Volvo in conformity with the logistics, packaging, and handling requirements that are set forth in the Volvo Procedures, including without limitation, Volvo's Key Element Procedure ("KEP 7") also called "Logistics Requirements", the Volvo Delivery Manual, the Volvo Transport Instructions, and any other requirements issued by Volvo for securing the timely and conformed delivery of the Parts.

## **3. ENTITIES ALLOWED TO TAKE ADVANTAGE OF THE PRICE AGREEMENT**

- 3.1. The Supplier has entered into this Price Agreement for its own account and on behalf of all its subsidiaries and affiliates. The Supplier hereby confirms that it has the authority to control and bind all such subsidiaries and affiliates with respect to their undertakings under this Price Agreement and applicable Purchase Orders. The Supplier further assures to Volvo that it will notify all its subsidiaries and affiliates that will deliver to Volvo under this Price Agreement about the content, terms and conditions of this Price Agreement, in particular the section regulating payment terms.

## **4. PRICES AND COMPETITIVENESS**

- 4.1. Without limiting its undertaking set out elsewhere in this Price Agreement, the Supplier undertakes to provide Volvo with the Parts at a price that is at all times competitive.
- 4.2. Price and Productivity

The Part price follows from **Appendix 1**. The Part prices set forth herein shall apply until the price reductions mentioned below become effective.

The Supplier undertakes to provide the following Part price reduction to be effective for deliveries on and after the dates stated below.

- [SOP + 1]: -1% on Part price, see price list on Appendix 1
- [SOP + 2]: -1% on Part price based on previous years' Part price
- [SOP + 3]: -1% on Part price based on previous years' Part price

Unless otherwise expressly agreed in writing between the Parties, all prices shall apply irrespective of volumes ordered by Volvo. In addition, any forecasted volumes provided by Volvo are non-binding upon Volvo. Consequently, the Supplier is not entitled to any price adjustment or to any other compensation in case such forecasted volumes are not met.

#### 4.3. Modifications of Parts

All pricing, price-related terms, and discounts applicable to any specified Part number(s) in this Price Agreement and/or any addendum to this Price Agreement shall apply equally to any successor Part number(s) and to any Part(s) awarded to the Supplier having the same or substantially similar form, fit, and function.

#### 4.4. Technical Cost Reduction Targets

The Supplier will make every effort to reach competitive prices by working closely with Volvo engineering teams. Any cost savings, value engineering, value added or similar, will be shared 50/50% between Volvo and the Supplier, unless otherwise expressly agreed between the Parties in writing.

### 5. RAW MATERIAL

The scope covered by this Price Agreement will be subject to any raw material compensation as defined in a specific Raw Material agreement.

### 6. SERVICE MARKET CONDITIONS

#### 6.1. General

6.1.1. The entire Section 6 shall survive the expiry or termination of this Price Agreement and shall remain in force as long as the Supplier has an obligation to supply spare parts (also called "Service Parts") to Volvo according to Volvo's General Purchasing Conditions.

6.1.2. For the avoidance of doubt, all other conditions set out in this Price Agreement, where applicable, shall apply to Service Parts delivered by the Supplier to Volvo according to this Section 6. This includes, but is not limited to, the logistic conditions set out in the Volvo Procedures, in addition to any other separate written agreement regarding logistic conditions, conditions regarding Part prices and competitiveness and any raw material adjustment for Parts in serial production. In particular, Supplier acknowledges the importance of complying with requirements formulated in Volvo Procedure KEP 7

regarding VOR (Vehicle Off Road) order (Trucks), Unit Down / Break Down order (VCE), and Emergency order (Penta) of Service Parts. Such specific Service Market orders from Volvo shall be executed with the highest priority by the Supplier to avoid Volvo vehicle off road/breakdown.

6.1.3. Volvo offers so-called “aftermarket kits” or “Service Market kits” (a collection of components to be assembled) to its customers, which may include different Parts and/or subcomponents to assembly or Part. The Supplier agrees to supply to Volvo the Parts and subcomponents that Volvo orders from the Supplier for such purpose on the conditions set out in this Price Agreement.

## 6.2. Service Market Packaging

In accordance with Volvo’s General Purchasing Conditions (Section related to Volvo Procedures), the Supplier shall comply with all applicable Volvo packaging requirements for Service Parts offered by, through or as a part of Volvo’s Service Market business (“Service Market Packaging”) which are stated in the Volvo Packaging Manuals, the Volvo KEP 7 Procedures and any other applicable Volvo Procedures.

When required by Volvo, the Supplier shall perform commercial packaging, Buy As We Sell Packaging (BAWS), which may include the kitting of Parts (Service Market kits), and shall comply with each Volvo brand requirements and all applicable Volvo Service Market Packaging policies, standards or guidelines related thereto.

## 6.3. Service Part Pricing

6.3.1. With respect to Parts, that during the term of the Price Agreement, are purchased by Volvo both for purposes of use in Volvo’s serial production of vehicles and for Service Market resale (i.e., Service Parts):

6.3.1.1. The Parts price for Service Parts purchased for resale in the Service Market shall be equal to the price for the same Parts purchased for use in serial production, plus the cost of any specific or commercial packaging requested in writing by Volvo.

6.3.1.2. Such Service Part price shall remain fixed for a period of thirty-six (36) months after the date of delivery of the last Part for use in serial production. Service Part prices after this 36-month period shall be negotiated in good faith between the Parties, provided that such price always shall be commercially reasonable. For the avoidance of doubt, and without limitation of the survivability of any other provision of this Section 6, this Section 6.3.1 shall survive the expiration or termination of this Price Agreement, should such Price Agreement expire or be terminated before the 36-month period after the date of delivery of the last Part for use in serial production is effective.

6.3.2. With respect to all Service Parts, the price for the relevant subcomponents identified for the Service Part shall not exceed the price of those subcomponents as provided in the cost-breakdown of the Part. The price for subcomponents of the Part shall be subject to the same price reductions as agreed for the Parts.

6.4. Branding and Other Marking of the Part

6.4.1. The size and position of the Supplier's trademark (brand) and other Supplier related information on the Parts shall be approved by Volvo.

6.4.2. The Supplier shall comply with Volvo's instructions regarding the size and position of Volvo's or any other Volvo Group Company's trademark (brand).

**7. REMANUFACTURING, REFURBISHMENT AND REPAIR**

7.1. The Supplier agrees to deliver remanufactured Parts or subcomponents of the Parts ("Reman Parts") to Volvo on the conditions set out in this Price Agreement.

7.2. The Supplier and Volvo shall agree on inspection criteria for Parts that are sent to Volvo for remanufacturing. Parts that may be subject to remanufacturing after such inspection shall be sent by Volvo to the Supplier. Such broken or worn-out Parts or subcomponents that may be exchanged for the purpose of remanufacturing are defined in this Section 7 as "Core".

7.3. The Supplier is responsible for paying all costs for storing Core at its own facility including the usage of Volvo transport packaging (if not using Supplier's own transport packaging material for storage).

7.4. Upon Volvo's request, the Supplier shall verify and confirm the expected salvage rate (Core that can be re-used) level, preferable by inspecting existing Cores. Salvage rate may vary over time and shall therefore be reviewed and discussed in good faith between Volvo and the Supplier on a yearly basis. Salvage rate can be measured both on the complete Core and on subcomponents.

7.5. The Supplier shall, upon Volvo's request, provide Volvo with a cost breakdown in accordance with the Purchase Agreement. Based upon the expected salvage rate and the detailed cost-breakdown provided by the Supplier, the Parties shall agree upon the price for the Reman Parts in a separate written agreement.

7.6. The Supplier will use Volvo's Core Management System (CMS) for data entry, when available, or Microsoft Excel if CMS is not yet implemented with the Supplier, to provide the following information to Volvo on a monthly basis:

- Amount per type (p/n) of Cores received
- Amount per type (p/n) of Cores scrapped
- Reason code for scrapping
- Amount of Cores per type used for renovation
- Amount of subcomponents used for renovation
- Total delivery volume on exchange p/n
- Inventory level (type and amount of Cores)

- 7.7. Cores designated by Supplier for scrapping should be kept at the premises of the Supplier until Volvo has given its approval to scrap such Cores or until Volvo has requested the Supplier to send the scrapped Cores to Volvo for inspection.
- 7.8. After 18 Months following the first purchase of Reman Parts, under this Price Agreement, Volvo is entitled to request a review of the agreed prices of the Reman Parts. When reviewing the price for Reman Parts, changes in salvage rate compared to the initial estimation according to Section 7.5 and possible productivity gains at the Supplier's premises shall be taken into account. Any price changes shall be agreed upon in writing.
- 7.9. The Supplier represents and warrants that it has all the necessary and required permits, licenses, and qualifications necessary to carry out remanufacturing of the Parts in accordance with this Price Agreement.
- 7.10. Notwithstanding the above, the Supplier approves that Volvo's use of the Part may include remanufacturing of the Parts (or of any subcomponents of the Parts, where applicable), either by itself or by a third party designated by Volvo. For this purpose, the Supplier hereby grants Volvo a royalty-free, perpetual, irrevocable, world-wide and non-exclusive license to the Supplier's relevant intellectual property rights for the remanufacturing of the Parts. For the same purpose of remanufacturing, the Supplier hereby also grants Volvo a royalty-free perpetual, irrevocable, world-wide and non-exclusive license to any of the Supplier's trademark(s) that may be affixed on the Part(s). Volvo is entitled to grant sublicenses to any AB Volvo subsidiary and/or to any third parties to the extent such third parties need a license in order to remanufacture the Parts on behalf of Volvo or any AB Volvo Subsidiary.
- 7.11. Upon Volvo's request, the Supplier agrees to supply subcomponents to Volvo, in order for Volvo to carry out remanufacturing according to Section 7.10. The Supplier shall, upon Volvo's request, provide Volvo with a cost breakdown in accordance with the Purchase Agreement. The aggregated price for all subcomponents of the Part shall not exceed the price of the entire Part.
- 7.12. If the Parties have entered into a development agreement regarding the development of the Part covered by this Price Agreement, the provisions of this Price Agreement shall prevail in case of conflict between the provisions in Section 7 and such development agreement.

#### **8. TYPEBOUND TOOLING COST & PAYMENT PLAN**

Typebound tooling as defined in the General Purchasing Conditions, and owned by Volvo will be paid in accordance with payment terms stipulated herein, and will follow the payment plan below:

100% payment after PPAP tooling set to Y

The payment terms set forth elsewhere in this Price Agreement shall apply with respect to the payment of Typebound Tooling, provided that, such terms shall begin to run, notwithstanding any

other term of this Price Agreement, solely upon the happening of both the occurrence of the agreed-to payment occasion outlined in this section and Volvo's subsequent receipt of an invoice.  
Tooling details see Appendix 2

## 9. ORDER COVERAGE TIME (OCT)

Notwithstanding any provision of Volvo's General Purchasing Conditions, any Framework Agreement for Deliveries to Volvo (or, if applicable, the Purchase Agreement for Deliveries to Volvo), or other document, it is understood that Volvo is bound solely to purchase the aggregate quantities of Parts shown in any Order Coverage Time (OCT) denoted under its last issued Order, and it is further understood that any delivery times/days may be altered by Volvo, **agreed OCT for this business is 16 weeks.**

### 9.1 Safety Stock Obligation

The Supplier shall maintain a minimum safety stock of Products equivalent to **(180) days** of anticipated demand (the "Safety Stock") at its warehouse located in Germany ("Designated Warehouse"). The Safety Stock level shall be based on the most recent rolling forecast provided by [Volvo] through the mutually agreed-upon system ([ePS.]).

## 10. PROTOTYPES

10.1. Prototypes ordered by Volvo, shall be supplied by the Supplier according to the following conditions.

The prototype prices and delivery time are:

- Sample B parts: prototype samples at **5 times** the serial Part price set forth in Section 4.2.
- Sample CPOT-IPD parts at **2 times** the serial Part price set forth in Section 4.2.
- Sample P parts at the serial Part price set forth in Section 4.2.

10.2. B,CPOT-IPD and P samples shall have the meaning as set out in "Volvo Supplier Advanced Product Quality Planning (APQP) Guidelines", or any subsequent replacement of the same, available at the Supplier Portal.

10.3. Prototype tooling cost (if any) and ownership will be agreed upon separately.

10.4. In the event the delivery of a Prototype is delayed or expected to be delayed, Volvo is entitled to (i) completely or partly terminate the purchase of the Prototype which Volvo does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify Volvo against, and hold Volvo harmless from any costs, losses and damages incurred or arising out of or relating to the late delivery. This includes, but is not limited to, increased logistics costs in order to meet agreed delivery time.

## 11. MANUFACTURING

The Parts will be produced in the Supplier plants set forth below:

- Deliveries to Volvo EU plants:

- o 53353- Hebei Goldrare Automobile Parts Co.
- o Parma-Goldrare Germany

## 12. SUSTAINABILITY COMMITMENT

12.1. Supplier commits to demonstrating leadership in sustainability and recognizes the importance of Volvo's commitment to driving the transition to sustainable, safe, and more productive transport and infrastructure solutions, while making the journey to become a net-zero society.

12.2. Climate

12.2.1. Supplier commits to support Volvo's CO<sub>2</sub>e reduction targets as specified in **Appendix i** and undertakes to:

- i. perform cradle-to-gate CO<sub>2</sub>e calculations for the Parts in scope;
- ii. increase the use of renewable energy in Supplier's operations;
- iii. implement efficiency measures to enable CO<sub>2</sub>e reduction targets and adopt circular economy business models in Supplier's operations;
- iv. optimize its freight transport and decarbonize its logistic flows;
- v. cascade Volvo CO<sub>2</sub>e reduction targets and sustainability requirements throughout Supplier's supply-chain.

12.2.2. Supplier shall set and implement science-based targets covering scope 1, 2, and 3 emissions, as defined by the Greenhouse Gas Protocol Corporate Standard. The targets and plan shall align with the 1.5 Celsius degree scenario, as presented by the UNFCCC Paris Agreement.

12.2.3. Supplier commits to provide a carbon abatement roadmap by [20240325]. This carbon abatement roadmap should enable the goal to reach net-zero Scope 1, 2, and 3 CO<sub>2</sub>e emissions before the year 2040. Supplier can use the table in **Appendix PCF**.

*PCF: Product Carbon Footprint*

*LCA: Life Cycle Assessment*

*EPD: Environmental Product Declaration*

*CO<sub>2</sub>e: CO<sub>2</sub> equivalent; measurement unit encompassing the climate effects of all greenhouse gases.*

12.3. Resources

12.3.1. Supplier commits to support and assist in the development and continuous improvement of Supplier's operations (from concept and design to value recovery) by integration of circular economy business models through the implementation of the 9R-Framework as outlined in **Appendix XX (attached hereto)**.

12.3.2. Supplier commits to work on increasing the use of recycled material content towards 100% when feasible and will present an updated status to Volvo by latest [20301220]. The preliminary assessment is attached hereto as **Appendix XX (attached hereto)**.

## 12.4. People

12.4.1. Supply Partners of the Volvo Group shall respect all internationally recognized human rights and treat all people with dignity. Without limitation of any of Supplier's other explicitly agreed-to obligations under the Purchase Agreement, Supplier commits to respect internationally recognized human rights and to avoid causing or contributing to adverse human rights impacts as stated in the UN Guiding Principles on Business and Human Rights (UNGP) and the UN Global Compact. Parties agree to continuously work to strengthen human rights work in line with the following international frameworks: UN International Bill of Human Rights, International Labour Organization's Fundamental Instruments of Principles of Rights at Work, UN Guiding Principles on Business and Human Rights, OECD Guidelines for Multinational Enterprises, and Children's Rights and Business Principles.

## 13. SUPPLY CHAIN TRANSPARENCY

- 13.1. Upon the request of Volvo, Supplier agrees to provide full supply chain transparency, including but not limited to the origin of Parts, materials, components, and subcomponents used in the products supplied under this agreement. Additionally, upon request, Supplier shall disclose the names and locations of all subcontractors and sub-suppliers involved in the production and delivery of the Parts at all tier levels inclusive of raw material suppliers.
- 13.2. Supplier warrants that all Parts supplied under this agreement comply with applicable laws and regulations related to supply chain transparency, including, but not limited to laws addressing conflict minerals, human trafficking, child labor, and forced labor. Supplier agrees to provide any documentation or certification required to verify such compliance.
- 13.3. Volvo or its designated representatives shall have the right to audit and inspect the Supplier's supply chain, including its subcontractors and sub-suppliers, to ensure compliance with this clause. Supplier shall cooperate with and grant reasonable access to Volvo or its representatives for such audits and inspections.
- 13.4. In the event that non-compliance with supply chain transparency requirements is identified, Supplier shall promptly take corrective actions to remedy the situation. Volvo may, at its discretion, work with the Supplier to develop a corrective action plan, and Supplier shall implement this plan in a timely manner.

## 14. DELIVERY AND PAYMENT TERMS

### 14.1. Delivery Terms

The Supplier undertakes to deliver the quantities of Parts ordered by Volvo. The Supplier acknowledges that it shall not be entitled, irrespective of any language to the contrary in the actual Purchase Order or in the Delivery Plan, to refuse to deliver requests for delivery of Parts made as part of the Delivery Plan or in Purchase Orders placed, as long as the

terms of such delivery requests are consistent with the agree-upon terms in this Price Agreement and any other applicable documents forming part of the Purchase Agreement.

#### 14.2. Payment Terms

Unless otherwise explicitly agreed between the Parties or prescribed by mandatory legislation in the jurisdiction of Volvo, payment shall be made in accordance with the following:

Deliveries to Volvo EU plants:

- Production China (Parma 53353):
- Warehouse Germany (Parma XXXXX):

“B60” – terms definition: 60 days of Credit period based on receipt of invoice or goods (whichever is latest), paid according to the Volvo Group payment calendar

The actual payment date of the present year follows from the Volvo Group payment calendar, which is available on the Volvo Supplier Portal.

<http://volvogroup.com/suppliers>

### 15. QUALITY/DELIVERY PERFORMANCE AND MANAGEMENT SYSTEM EXPECTATIONS

- 15.1. Supplier shall follow all Volvo Procedures and Standards applicable to the delivery of Parts under this Agreement and Volvo’s General Purchasing Conditions, including without limitation, the Supplier Quality Assurance Manual (SQAM), and Key Element Procedure 7 (“KEP”) policies (also known as the “Logistics Requirements”).
- 15.2. Supplier and its sub-tier supply chain at all levels must comply with all applicable laws and regulations relevant to the delivery of Parts, including without limitation Conformity of Production requirements. In the event of non-conformity or defects, at any level of the supply chain, the Supplier must inform Volvo without delay and take corrective actions immediately. This duty to inform shall extend to non-conformities or defects in parts sold by Supplier to any other entity if substantially similar to Parts.
- 15.3. Supplier agrees to adopt a “Zero Defect” attitude to the production of Parts delivered to any Volvo facility. This approach should be evident in the attitude the Supplier uses in planning for and designing its manufacturing processes and supporting controls.
- 15.4. Volvo will continuously track the Supplier’s Performance and Management Systems Expectations described in the SQAM and the result will be reviewed in regular management meetings with the Supplier. If the Supplier cannot demonstrate a Zero Defect and 100% Delivery Precision performance, Volvo and the Supplier together will define targets to safeguard continuous improvement.
- 15.5. Quality Corrective Actions

If Supplier has recurring problems or problems that have a serious impact on Volvo's serial and/or Service Market production, the Supplier shall, upon Volvo's request, install an offline 100% inspection of all Parts prior to shipment. This firewall must remain in effect until the Supplier can demonstrate that corrective action is in place and that the manufacturing processes are capable of fully conforming parts.

If Supplier fails to implement corrective action or where the internal firewall is not effective, Volvo reserves the right to install a third-party firewall at the Supplier's expense. This firewall may be established at the Supplier's facility or at one or more Volvo facilities.

#### 15.6. Delivery Corrective Actions.

If Supplier has recurring problems or problems that have a serious impact on Volvo's serial and/or aftermarket production, the Supplier shall also take all necessary actions, ordinary and extraordinary, to secure 100% delivery precision (including, but not limited to extra resources and rush transport). All necessary actions must remain in effect until the Supplier can demonstrate full and durable recovery of the delivery performance.

If Supplier fails to implement corrective actions or actions are not effective, Volvo reserves the right to install third-party support at the Supplier's expense.

#### 15.7 **Product Liability Insurance**

The Supplier shall obtain and maintain, at its sole expense, product liability insurance for the Products supplied under this Agreement. Such insurance shall:

- Cover claims arising from bodily injury, property damage, or financial loss caused by the Products;
- Be issued by a reputable insurer licensed to operate in Germany.

##### 15.7.1 Proof of Insurance

- The Supplier shall provide the Buyer with a **certificate of insurance** and policy endorsements:
  - Upon execution of this Agreement;
  - Annually thereafter;
- Failure to maintain insurance constitutes a material breach of this Agreement.

##### 15.7.2 Consequences of Non-Compliance

If the Supplier fails to maintain adequate insurance:

- The Buyer may suspend orders until compliance is restored;
- The Supplier assumes full liability for uncovered claims;
- The Buyer may terminate this Agreement for cause.

## 16. TERM

- 16.1. This Price Agreement enters into force upon signature of both Parties and remains in effect until **December 31<sup>st</sup> 2034** (such period, the “Fixed Term”).

After the expiration of such Fixed Term, the Price Agreement shall be automatically prolonged indefinitely unless and until the Price Agreement and any underlying Purchase Agreements have been terminated by one Party giving the other Party the notice required under and pursuant and subject to the terms of such Purchase Agreements (including, for the avoidance of doubt, the provisions of the applicable Volvo General Purchasing Conditions).

In case of automatic prolongation of the Price Agreement all terms and conditions of the Purchase Agreements covered by this Price Agreement including all terms of this Purchase Agreement shall continue to apply until the Price Agreement and the relevant underlying Purchase Agreements have been duly terminated by either Party in accordance with the terms of the Purchase Agreement. This provision shall not limit the application of any other termination right set forth in Volvo’s General Purchasing Conditions.

- 16.2. It is hereby agreed that any termination of the Framework Agreement shall leave this Price Agreement unaffected. Accordingly, for the avoidance of doubt, this Price Agreement, including its complete contractual context, shall in such event continue in force as if the Framework Agreement had not been terminated. This Section shall have precedence over the Framework Agreement in this respect, notwithstanding any language to the contrary in the Framework Agreement or Volvo’s General Purchasing Conditions.

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### **APPENDICES:**

Appendix 1: price list

Appendix 2: Tooling details

Appendix x: //e.g. RTS // if required

Appendix x: CO2e Reduction Targets

Appendix x: CO2e abatement roadmap

Appendix x: 9R Framework

Appendix x: Recycled Material Content Assessment

The Supplier understands that this Price Agreement is not binding on Volvo until such time as it is executed in full by Volvo and a fully executed copy or original is returned to the Supplier, either in hardcopy form, electronically, or by posting on the Supplier Portal to which the Supplier has access.

**Date:**

**Date:**

**Location:**

**Location:**

**Volvo Truck Corporation**

**(SUPPLIER 1)**

\_\_\_\_\_  
**signature:**

\_\_\_\_\_  
**signature:**

\_\_\_\_\_  
**name in printed letters:**

\_\_\_\_\_  
**name in printed letters:**

**Appendix 1**

No	Part Number	Part Description	FCA Price (Euro)
1	22286149	MIRROR,LHD DRIVER SIDE 26	73.57
2	22286155	MIRROR,LHD PASSENGER SIDE	73.57
3	22286160	MIRROR,RHD PASSENGER SIDE	73.57
4	21320435	MIRROR,MIR-ELOP, RHD, 24V	72.35
5	22286158	MIRROR,RHD DRIVER SIDE 26	73.57
6	21320430	MIRROR,MIR-ELOP, RHD, 24V	72.35
7	20841069	MIRROR,MIRROR, PASSENGER	39.50
8	21320404	MIRROR GLASS,CLASS II UNI	6.70
9	21320365	MIRROR GLASS,CLASS IV UNI	6.07
10	20841049	MIRROR,MIRROR, RH	38.29
11	20841068	MIRROR,MIRROR, DRIVER SID	39.50
12	21151129	MIRROR,CLASS VI, H1, LHD	15.37
13	21151132	MIRROR,CLASS VI, H2, LHD	14.86
14	20746401	COVER,CLASS II MIRROR, GR	2.66
15	20716956	MIRROR,CLASS VI, HOUSE	5.99
16	20841078	WIDE VIEW MIRROR,BEZEL CL	5.09
17	20841048	MIRROR,MIRROR, LH	38.29
18	20841081	WIDE VIEW MIRROR,BEZEL CL	5.09
19	21150636	MIRROR,CLASS VI, RHD	15.37
20	20841436	COVER,CLASS IV MIRROR	2.71
21	20455982	HOUSING,MIRROR, LOW PROFI	4.87
22	20936169	ACTUATOR,MIRROR, LHS	8.64
23	20936170	ACTUATOR,MIRROR, RHS	8.64
24	20589816	WIDE VIEW MIRROR,BEZEL; C	5.09
25	21151135	MIRROR,CLASS VI, H2, RHD	14.86
26	20589831	COVER,CLASS IV MIRROR	2.71
27	21169974	COVER,CLASS IV MIRROR	3.10
28	20455981	HOUSING,MIRROR, HIGH PROF	4.87
29	21872596	ARM,MIRROR UPPER ARM	3.59
30	21169971	COVER,CLASS IV MIRROR	2.71
31	21872609	ARM,MIRROR UPPER ARM	3.59
32	21320418	MIRROR GLASS,CLASS II UNI	6.70
33	20870468	MIRROR,FRONT MIRROR KOREA	13.22
34	20455992	COVER,MIRROR, LOWER BRACK	0.88
35	20455993	COVER,MIRROR, LOWER BRACK	0.88
36	20589817	WIDE VIEW MIRROR,BEZEL, C	5.09
37	20455983	ACTUATOR,TIP TAP	3.12
38	21169955	COVER,CLASS IV MIRROR	2.71
39	21872617	COVER,MIRROR, UPPER BRACK	0.74

40	23260439	MIRROR KIT,2.5/2.55 CL II	73.57
41	21872616	COVER,MIRROR, UPPER BRACK	0.74





## Appendix 2

Item	Details	Price(Eur)
Gauge	Class II/IV	42,953.02
	VI Front Lower Mirror	10,872.48
Fixture	Class II/IV	54,228.19
	VI Front Lower Mirror	34,093.96
Tooling	All Mirrors	994,899.33
	Actuator	137,986.58
Total		1,275,033.56

No	PICTURES	NAMES	Class	Mold Material	Lifetime (Ten thousand)	Tooling mold	Tooling Cost Eur
1		LHD/RHD Left main mirror body 2.5	II	718H	50	1	67,114.09
2		LHD/RHD Right main mirror body 2.5	II	718H	50	1	67,114.09
3		LHD/RHD Left main mirror body 2.6	II	718H	50	1	67,114.09
4		LHD/RHD Right main mirror body 2.6	II	718H	50	1	67,114.09
5		Main mirror back cover	II	718H	50	1+1	40,268.46
6		Main mirror back cover	II	718H	50	1+1	40,268.46
7		Main mirror Bezel-wide	II	718H	50	1+1	48,322.15
		Main mirror Bezel-narrow	II				-
8		Flat Main mirror Carrier plate	II	718H	50	1+1	24,161.07
9		Main mirror Carrier plate	II	718H	50	1+1	24,161.07
10		Upper mirror base cover	II	718H	50	1+1	16,107.38
11		Upper mirror base	II	1.2344	50	1+1	20,134.23

12		LHD Left wide-angle mirror 2.5	IV	718H	50	1+1	34,899.33
		RHD Right wide-angle mirror 2.5	IV				-
13		LHD/RHD Left wide-angle mirror 2.5-2.6	IV	718H	50	1+1	34,899.33
		LHD/RHD Right wide-angle mirror 2.5-2.6	IV				-
14		Pin	II	718H	50	1+1	24,161.07
15		Sleeve	II				1+1
16		Bush	II	718H	50	1*2	10,738.26
17		Wide-angle mirror back cover-1	IV	718H	50	1+1	37,583.89
		Wide-angle mirror back cover-2	IV				-
18		Wide-angle mirror back cover-1	IV	718H	50	1+1	37,583.89
		Wide-angle mirror back cover-2	IV				-
19		Wide-angle mirror carrier plate	IV	718H	50	1+1	21,476.51
20		spare parts	II	1.2344	50	1+1	12,080.54
21		Hinge cover	II	718H	50	1+1	18,791.95
22		调整板（手动机芯）	II	718H	50	1*2	21,476.51
23		底座（手动机芯）	II	718H	50	1*2	13,422.82
24		机芯支架	II	1.2344	50	1+1	10,738.26
25		广角镜弹簧座	IV	1.2344	50	1+1	8,053.69
26		塑料销	IV	718H	50	1*4	10,738.26
27		塑料销	IV	718H	50	1+1	8,053.69

28		Small cover of mirror cover	VI	718H	50	1	10,738.26
29		Mirror cover	VI	718H	50	1	21,476.51
30		Mirror rod plug	VI	718H	50	1*2	10,738.26
31		Nut cover	VI	718H	50	1*2	8,053.69
32		Rubber sleeve	VI	718H	50	1	6,711.41
33		Rubber plug	VI	718H	50	1*2	5,369.13
34		Mirror rod pressing plate	VI	1.2344	50	1*2	8,053.69
<b>(Total 34 Injection molds) Tooling Cost Estimation :</b>							<b>873,825.50</b>
41		Lower bracket	II	H13	20 万	1+1	24,832.21
42		Connecting plate	II	Cr12MoV	20 万		13,154.36
43		Washer	II	Cr12MoV	20 万		10,738.26
44		Spring	II	Cr12MoV	20 万		8,053.69
46		Limit bracket	VI	Cr12MoV	20 万		6,711.41
47		Mirror rod LHD	VI	Cr12MoV	20 万		2,147.65
48		Mirror rod RHD	VI	Cr12MoV	20 万		2,147.65
49		Korea Mirror rod	VI	Cr12MoV	20 万		2,147.65
50		Mounting base	VI	Cr12MoV	20 万		10,738.26
51		Mounting base	VI	Cr12MoV	20 万		10,738.26

52		Mounting base	VI	Cr12MoV	20 万		10,738.26
53		Mounting base	VI	Cr12MoV	20 万		10,738.26
54		Spring fixing bracket	VI	Cr12MoV	20 万		4,832.21
55		Spring gland	VI	Cr12MoV	20 万		3,355.70
<b>Die casting and Stamping Tooling Cost Estimaition:</b>							<b>121,074</b>
<b>Total Tooling Cost Estimation:</b>							<b>994,899.33</b>

### Appendix XX

CO2e reduction targets are expressed at component level as per the below target breakdown:48.8kg

- [25%] by 2025 in comparison to PCF value used as point of comparison at contract signature  
[36.6kgCO2e/part]

- [55%] by 2030 in comparison to PCF value used as point of comparison at contract signature  
[16.47kgCO2e/part]

- [75%] by 2035 in comparison to PCF value used as point of comparison at contract signature  
[4.11kgCO2e/part]

- [100%] by 2040 in comparison to PCF value used as point of comparison at contract signature  
[0kgCO2e/part]

Select the right target value to populate [%]

Battery components	Steel & iron components	Electronics components	Polymers components	Aluminum components	Mix-materials components
-30% by 2025	-20% by 2025	-25% by 2025	-20% by 2025	-30% by 2025	25% by 2025
-65% by 2030	-40% by 2030	-60% by 2030	-50% by 2030	-65% by 2030	-55% by 2030
-75% by 2035	-70% by 2035	-75% by 2035	-65% by 2035	-75% by 2035	-75% by 2035
-100% by 2040	-100% by 2040	-100% by 2040	-100% by 2040	-100% by 2040	-100% by 2040

Select the most relevant point of comparison for the targets in order to populate [...kgCO2e/part]

If contract extension	If new project:
<p>- Use the 2019 PCF (product carbon footprint) from CO2.AI of the Parts in scope of the contract renewal.</p> <p>or:</p> <p>- Use Supplier's 2019 PCF, provided it is cradle to gate and following either ISO 14067 (PCF), ISO 140 25 (EPD) or ISO 14010/44 (LCA-life cycle assessment).</p>	<p>- Use 2019's PCF of the reference part.</p> <p>Or:</p> <p>- Use PCF provided by cost engineer.</p> <p>Or:</p> <p>- Use Supplier's PCF, provided it is cradle to gate and following either ISO 14067 (PCF), ISO 140 25 (EPD) or ISO 14010/44 (LCA-life cycle assessment).</p>

**Appendix XX**

DECARBONIZATION INITIATIVE	DESCRIPTION OF THE INITIATIVE	% REDUCTION*	IMPLEMENTATION DATE
光伏发电 photovoltaics	增加光伏的铺设量 Increase the amount of photovoltaic installation	5%	2035.06.20
购买清洁能源 Purchase clean energy	购买绿电，如水电或风电等 Purchase green electricity, such as hydropower or wind power, etc	5%	2028.06.25
使用 PCR 材料及可再生铝制品 Use PCR material and Renewable aluminum products	PCR 材料替代传统塑料，可再生铝制品替代传统铝制品 PCR materials replace traditional plastics and Renewable aluminum products replace traditional aluminum products	70%	2038.06.20
电力叉车 Electric forklift	电力叉车替代燃油车	5%	2026.05.20

	Electric Forklifts Replace Fuel Vehicles		
运输方式 Transportation way	空运转海运 Air freight to sea freight	15%	2026.08.10

\* Accumulated CO2e reduction for the volumes provided to Volvo

### Appendix XX

CIRCULAR STRATEGIES		SELECT THE CIRCULAR STRATEGY(IES) THAT SUPPLIER WILL APPLY ON PARTS
R0	<b>REFUSE</b>	Refuse harmful substance such as polybrominated biphenyls and polybrominated diphenyl ethers
R1	<b>RETHINK</b>	Carry over other components for new product design
R2	<b>REDUCE</b>	Using automated production to improve production efficiency
R3	<b>REUSE</b>	Wipe the appearance of the product with Klein, and only use it after passing the inspection
R4	<b>REPAIR</b>	The repaired parts are judged to be qualified and reused
R5	<b>REFURBISH</b>	Improvement and application of obsolete products with new products
R6	<b>REMANUFACTURING</b>	C35D model Actuator improvement using new products with the same functions
R7	<b>REPURPOSE</b>	Change the valve block to provide convenience for the later application of new products
R8	<b>RECYCLE</b>	Use PCR material
R9	<b>RECOVER</b>	Boiler heating waste gas utilization for heating

### Appendix XX

<b>RAW MATERIAL</b>	<b>RECYCLED CONTENT AT SOP</b>	<b>RECYCLED CONTENT AT SOP +1</b>	<b>RECYCLED CONTENT AT SOP +2</b>	<b>RECYCLED CONTENT AT SOP +3</b>	<b>RECYCLED CONTENT AT SOP +4</b>
ASA		10%	30%		
PBT+PET-GF30		20%			
...					
...					