

三方协议

THREE-PARTY AGREEMENT

甲方（采购方）： 光华荣昌智能控制科技欧洲有限公司

Party A (Purchaser): Goldrare Intelligent Control Technology Europe s. r. o.

所在地: Location: Mlynske Nivy 5, 821 09, Bratislava, 斯洛伐克

乙方（供货方）： 上海庆利机械设备有限公司

Party B (supplier): Shanghai Qingli Machinery and Equipment Co., Ltd

统一社会信用代码: 91310117680980849W

Unified Social Credit Code: 91310117680980849W

丙方（代偿方）： 北京光华荣昌汽车部件有限公司

Party C (compensator): Beijing Guanghua Rongchang Auto Parts Co., Ltd

统一社会信用代码: 91110114801184540U

Unified Social Credit Code: 91110114801184540U

鉴于: Given:

1. 2025 年 1 月 22 日, 乙方与丙方签订《协议书》(合同编号: BJGHRC-HWSCX-20250041, 以下简称“定金合同”), 约定由丙方代甲方向乙方支付定金 115.5 万元人民币, 乙方依约定时间制造并向甲方提供海外重卡座椅生产线。

On January 22, 2025, Party B and Party C signed the "Agreement" (Contract No.: BJGHRC-HWSCX-20250041, hereinafter referred to as the "Deposit Contract"), stipulating that Party C would pay a deposit of RMB 1.155 million to Party B on behalf of Party A, and Party B would manufacture and provide Party A with overseas heavy-duty truck seat production lines according to the agreed time.

2. 2025 年 6 月 21 日, 甲方与乙方签订《国际设备采购合同》(合同编号: GHRC-SLFK-001, 以下简称“主合同”) 约定由乙方制造并向甲方提供海外重卡座椅生产线。

On June 21, 2025, Party A and Party B signed the International Equipment Procurement Contract (Contract No.: GHRC-SLFK-001, hereinafter referred to as the "Main Contract"), which stipulates that Party B will manufacture and provide Party A with overseas heavy-duty truck seat production lines.

根据《中华人民共和国民法典》以及其他相关法律、法规的规定，甲乙丙三方本着平等互利友好协商的原则，一致同意订立本协议：

In accordance with the provisions of the Civil Code of the People's Republic of China and other relevant laws and regulations, Party A, Party B and Party C unanimously agree to enter into this Agreement in accordance with the principle of equality, mutual benefit and friendly consultation:

一、丙方同意向乙方支付发货款 115.5 万元人民币。

1. Party C agrees to pay Party B the delivery amount of RMB 1.155 million at that time.

二、乙方同意，在收到甲方支付合同总金额 90% 货款（346.5 万元人民币）之部分或全部后 3 日内向丙方返还相应的金额的定金和发货款共计 231 万元人民币（即乙方应返还数额为：甲方和丙方付款总额-人民币 346.5 万元），甲方按即时汇率折算以欧元付款。

2. Party B agrees to return to Party C a total of RMB 2.31 million in deposit and delivery amount within 3 days after receiving part or all of Party A's payment of 90% of the total contract amount (RMB 3.465 million), and Party A shall pay in euros at the real-time exchange rate.

三、丙方对甲方就主合同设备合同款的支付承担连带保证责任。

3. Party C shall be jointly and severally liable for the payment of the main contract equipment contract to Party A.

1. 保证范围包括：主合同应支付进度款、应退还的质量保证金，以及因甲方不能付款导致乙方在国内缴纳的 13% 增值税、企业所得税、政府有关部门罚金以及乙方为追索付款而产生的差旅费、律师代理费、保全费、保全保险费、案件受理费及其它相关诉讼或仲裁费用。

1. The scope of guarantee includes: the progress payment to be paid in the main contract, the quality assurance fund to be refunded, and the 13% value-added tax, enterprise income tax, fines paid by Party B in China due to Party A's inability to pay, as well as travel expenses, lawyer fees, preservation fees, preservation insurance premiums, case acceptance fees and other related litigation or arbitration fees incurred by Party B for recourse of payment.

2. 连带保证期限：自本协议签署生效之日起至主合同约定的质量保证期结束后 6 个月。

2. Joint and several warranty period: from the effective date of signing this

agreement to 6 months after the end of the quality assurance period agreed in the main contract.

3. 若按主合同约定，甲方延迟支付任一笔款项超过 20 个工作日，则由丙方代付该笔货款。

3. If Party A delays payment of any payment for more than 20 working days according to the main contract, Party C will pay the payment on behalf of Party A.

4. 若甲方应付未付的 90%主合同款，延迟付款超过乙方申报出口退税的期限（按国家有关部门规定的期限），则丙方除应代付甲方应支付的合同款外，还应向乙方支付包括：乙方向政府部门补缴的税金和罚款。

4. If Party A pays 90% of the outstanding main contract amount and the delay in payment exceeds the time limit for Party B's declaration of export tax rebate (according to the time limit stipulated by the relevant state departments), Party C shall pay Party B in addition to the contract payment payable by Party A, including the taxes and fines paid by Party B to the government department.

四、凡因执行本协议所发生的或与本协议有关的一切争议，各方应通过友好协商解决。如协商未果，任何一方均可将争议提交至北京市昌平区人民法院诉讼解决。

4. All disputes arising from or related to the implementation of this Agreement shall be resolved through friendly negotiation. If the negotiation fails, either party may submit the dispute to the Changping District People's Court of Beijing for litigation resolution.

五、本协议由三方签字盖章后生效，协议一式叁份，三方各执壹份，具有同等法律效力，定金合同、主合同内容与本协议不一致的，以本协议为准。

5. This agreement shall take effect after being signed and sealed by the three parties, and the agreement shall be in three copies, and each of the three parties shall hold one copy, which shall have the same legal effect.



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甲方: Party A:

法定代表人/授权代表签字:

Signature of the legal representative/authorized representative:

乙方: Party B:

法定代表人/授权代表签字:

Signature of the legal representative/authorized representative:



丙方: Party C:

法定代表人/授权代表签字:

Signature of the legal representative/authorized representative:

年 月 日

Year Month Day

