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签约地点: 北京经济技术开发区瑞和东二路 3 号
Contract executed at: No. 3, Ruihe Dong Er Road,
Beijing Economic and Technological Development
Zone

From: 北京北汽李尔汽车系统有限公司
Beijing BAI Lear Automotive Systems Co.,
Ltd.

协议号: SA- SA-B41V-250815-01
Agreement No.: SA- SA-B41V-250815-01

Add: 北京经济技术开发区瑞合东二路 3 号

No.3, Ruihe DongEr Road, Beijing Economic & Technological Development Area

邮编 Post code: 100176

联系人 Contact: Mona Gao

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货源确认通知书

Letter of Source Acceptance

致 Attn: 河北省光华荣昌汽车部件有限公司

经过北京北汽李尔汽车系统有限公司各部门的充分讨论, 公司决定委托贵公司进行北京北汽李尔汽车系统有限公司北汽 B41V 项目 发泡 零件的制作。请贵公司接到货源确认通知书 3 个工作日内, 核对零部件清单, 签字盖章回传, 技术协议、质量协议、物流协议等相关合同文件(按北汽李尔提供的文件为范本)须与本货源确认通知书一并签字盖章回传。同时, 立即提交每个零部件的开发进度计划、项目小组团队组织架构图(附联系方式), 并以本货源确认通知书为依据与北京北汽李尔汽车系统有限公司的相关部门确认技术信息, 签订采购合同。

After a full discussion of each department of Beijing BAI Lear Automotive Systems Co., Ltd., the company has decided to entrust your company to manufacture the BAIC B41V project seat foam parts for Beijing BAI Lear Automotive Systems Co., Ltd. Please check the list of components/parts within 3 working days upon receipt of the Letter on Supply Confirmation and send back the notice with signature and seal. Technical Agreement, Quality Agreement, Logistics Agreement and other relevant contract documents (with the documents provided by BAI as a sample) shall also be sent back with signature and seal together with the Letter on Supply Confirmation. Meanwhile, submit the development schedule of each component/part and the organization chart of the project team (with contact information attached) immediately, confirm the technical information with relevant departments of Beijing BAI Lear Automotive Systems Co., Ltd and sign the purchase contract based on the Letter on Supply Confirmation.

李尔零件号/Part Number	零件名称/Part Description	DDP 零件单价	模具费用及开发费	备注 Remark
BLB410513002 NCLR	60% 靠背发泡	52.11	/	模具(仅指第一套)北汽李尔提供, 光华荣昌负责模具的维护保养, 如因存储、生产使用或养护不当等原因导致模具损坏有光华荣昌自行承担费用负责模具的修复或重新制作。工装夹具检具、运输器具、实验等已在单价中包含, 由光华荣昌自行负责。后续如进行首套模具以外的模具转移或其他事宜双方另行协商!
BLB410513001 NCLR	40% 靠背发泡	42.39	/	
BLB410613002 NCLR	60% 坐垫发泡	64.55	/	
BLB410613001 NCLR	40% 坐垫发泡	43.34	/	

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备注：光华荣昌如出现开发延迟以及产品质量问题影响项目进度，光华荣昌承担由此带来的所有直接&间接损失和责任，包括但不限于主机厂的索赔、北汽李尔所产生的费用等，北汽李尔有视情节严重程度对所造成的不良影响向光华荣昌主张不同金额索赔的权利。

- 1、 开发阶段样件结算：与主机厂结算模式保持一致，样件价格原则上同量产件结算价格
Settlement of sample part in the development stage: Keep consistent with the settlement procedure of OEM, and the price of the sample should be the same as the price of parts of mass production in principle;
- 2、 专用装备（模具、检具、专用工装、循环包装运输器具等）：专用装备的设计寿命、产能不得低于项目规划总产量和项目规划生命周期内最高月度峰值产量的 1.2 倍；否则，一旦专用装备无法满足供货需求有供货方自行承担新增或重新开发模检具专用工装以及保障供货的费用和责任（附：专用装备清单）。
Special equipment (molds, gauge, special tooling, recycling packaging and transportation utensils, etc.): The designed life cycle and production capacity of special equipment shall not be lower than the planned total output and 1.2 times monthly peak output of the project. Otherwise, once the special equipment can not meet the supply demand, the vendor shall bear the cost and responsibility for the new or re-developed special tooling for mold and gauge and the guarantee of supply (appendix: list of special equipment).
- 3、 量产付款条件：原则上与 RFQ 保持一致，如若使用优于 RFQ 付款条件则贵司须给北汽李尔相应的补偿，具体金额以实际测算为准。
Payment terms for mass production: Keep consistent with the RFQ. If the payment terms are better than those of the RFQ, your company shall compensate BAI accordingly, and the specific amount shall be subject to actual calculation.
- 4、 包装运输器具为循环包装器具须在专用装备中标明器具单价、器具数量、器具分摊零件数量等信息。
If the packaging and transportation utensils are recycling packaging utensils, unit price and quantity of the utensils as well as the quantity of apportioned parts of the utensils shall be specified in the special equipment list.

货源确认通知书中所示零件、装备模具价格均为最高限价(零件价格包括但不限于材料费、加工费、模检具专用工装费用分摊、包装费、运输费、试验费等)，当供货数量达到分摊数量时，零件价格自动调整为扣除摊销部分以后的价格。贵司对所提供报价单中信息的真实性、准确性、全面性负责，由于信息失真、缺失遗漏等所导致的后果有贵司自行承担，并对由于信息与实际执行不一致给北汽李尔造成的损失负赔偿和补偿责任。

The prices of parts and equipment molds indicated in the Letter on Supply Confirmation are all the maximum price (the prices of parts include but are not limited to material cost, processing cost, apportioned cost of special tooling of mold and gauge, packaging cost, transportation cost and test cost). When the supply quantity reaches the apportionment quantity, the price of parts will automatically be adjusted to the price after deducting the apportioned cost. You shall be responsible for the authenticity, accuracy and integrity of the information in the quotation provided, and shall bear the consequences arising from the distortion and omission of the information, and shall be liable for indemnification and compensation for the losses caused to BAI due to the inconsistency between the information and implementation.

前期贵司已对产品的图纸、数据等进行了充分、全面的可行性分析，开发过程中北汽李尔只承认北汽李尔出具工程变更通知书的工程变更，且贵司须在收到工程变更 3 个工作日内提供工程变更报价给北汽李尔核算评估；除此之外的工程变更费用均有贵司自行承担！

You have made a full and comprehensive feasibility analysis on drawings and data of the product. In the development process, BAI only acknowledges the engineering changes in the Notice of Engineering Change issued by BAI, and you shall provide BAI with a quotation for engineering changes for accounting and evaluation within 3 working days upon receipt of the engineering changes; Engineering costs except above-mentioned shall be borne by your side!

签署该确认书,表明贵司确认已正式启动上述项目和部件本地化活动,承认该项目询价文件中规定的项目里程碑的有效性,并确保满足北汽李尔 B41V 项目各项活动时间节点要求,同意于报价时随附开发计划书 2025/08/19 前提交项目开发计划; 2025/11/1 SOP。

By signing this confirmation, you confirm that the aforementioned project and part localization activities have been officially initiated, acknowledge the validity of the project milestones specified in the inquiry document for this project, ensure to meet the time milestone of each activity of B41V project, and agree to submit the project development plan by 2025/08/19; SOP before 2025/11/1.

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The Letter on Supply Confirmation is legally enforceable once signed by both parties. If you fail to sign the purchase contract with Beijing BAI Lear Automotive Systems Co., Ltd., within 30 days after receiving the Letter on Supply Confirmation, the Letter on Supply Confirmation shall be invalid and you shall bear the losses and adverse effects caused by this to Beijing BAI Lear Automotive Systems Co., Ltd.

顺颂商祺！
Best wishes!

北京北汽李尔汽车系统有限公司

河北省光华荣昌汽车部件有限公司

采购经理
Purchase Manager: _____

销售经理
Sales Manager: _____

项目经理
Project Manager: _____

项目经理
Project Manager: _____

总经理
General Manager: _____

总经理
General Manager: _____

年 月 日
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年 月 日
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