

Supply Agreement 2026.1.1-2027.12.31.**供货协议 2026.1.1-2027.12.31**

PARTIES: **Beijing Goldrare Automobile parts Co., Ltd. ("GOLDRARE")**
双方 Industrial Zone Liucun Town Changping District Beijing, China
北京光华荣昌汽车部件有限公司，北京市昌平区流村镇工业园区

Hebei Guanghua Rongchang Automobile Parts Co., Ltd. ("GOLDRARE")
Huanghua Economic Development Zone, Hebei Province, China
河北光华荣昌汽车部件有限公司，河北黄骅市经济开发区

(Beijing Goldrare and Hebei Guanghua Rongchang collectively referred to as
"GOLDRARE")
(北京光华荣昌和河北光华荣昌以下统称“**光华荣昌**”)

MCi Mirror Controls (Suzhou) Co., Ltd – "MCi"
with offices at Building No. 25, No. 66, Jianlin Road, SND-EPZ Sub-Industrial Park, Suzhou, Jiangsu Province, P.R. China.
美视伊汽车镜控（苏州）有限公司（以下简称“MCi”），办公地址位于中国江苏省苏州市建林路 666 号，出口配套工业园 25 号厂房。

DURATION **Jan 01. 2026 through Dec. 31 2027**
期限 自 2026 年 1 月 01 日到 2027 年 12 月 31 日

GOLDRARE AND MCI AGREE AS FOLLOWS:

光华荣昌和 MCi 达成如下协议：

Article -1 Scope of the Agreement 协议使用范围

- 1.1 This Supply Agreement ("Agreement") is a framework to define the cooperation between GOLDRARE and MCi, regarding the supply of Glass Actuators ("GA"), Power Folder ("PF") for Jan 1st, 2026 to Dec 31st, 2027. This Agreement shall apply to all sales and other commercial transactions between GOLDRARE and MCi.
本供货协议（以下简称“本协议”）作为光华荣昌与 MCi 在 2026 年 1 月 1 日-2027 年 12 月 31 日期间关于镜面电机（“GA”），折叠电机（“PF”）供货的框架合作协议。本协议同时适用于光华荣昌和 MCi 公司的销售业务及其他商业行为。
- 1.2 Both parties will jointly develop business and work closely together to materialize the programs set out in Article 5.2 in order to grow the business. Both parties will jointly review the progress of this joint business development twice per year.
双方本着共同发展业务的目的，将一起紧密合作来实现 5.2 条款中提到的业务增长的目标。双方将每年两次一起评估双方合作业务的进展情况。
- 1.3 This Agreement shall be valid for all parts and (new) projects as listed in table 2. This Agreement stipulates the parties' mutual rights and duties of supply and purchase and shall apply to every individual purchase order / production schedule. An integral part of this Agreement shall further be the "General Conditions of Sale and Delivery of MCi Mirror Controls (Suzhou) Co., Ltd." ("General Conditions"); in the event of any conflict between the General Conditions and this Agreement, the latter shall prevail.
本协议适用于表格 2 中提到的所有产品及（新）项目。本协议规定了双方在采购及销售中的相互权利、义务，也适用于单独的购买订单/生产计划。“General Conditions of Sale and Delivery of MCi Mirror Controls (Suzhou) Co., Ltd.”（中文：“美视伊汽车镜控（苏州）有限公司销售及交货通用条款”）（以下简称“通用条款”）应作为本协议进一步的不可分割的一部分；如果通用条款和本协议条款之间有任何冲突，应以后者为优先。

Article -2 Individual Purchase Order / Forecasting 单独采购订单/预测

- 2.1 GOLDRARE shall specify the volumes and parts covered by this Agreement by way of Individual Purchase orders and / or production schedules.
光华荣昌应通过单独的采购订单/或者生产计划来详细说明本协议中包含的数量及产品。
- 2.2 GOLDRARE will issue production schedules and 3-month forecasts monthly. Every December, GOLDRARE will provide MCI a 12-month forecast to secure capacity planning and reservation.
光华荣昌将会每月提供生产计划及三个月的预测。在每年十二月，光华荣昌将向 MCI 提供一份十二个月的预测来确保产能计划的提前安排。
- 2.3 GOLDRARE's first month forecast will be fully executed and can't be cancelled. GOLDRARE's forecasts for the second and third months should fluctuate within a range of 10%. If the actual purchase amount in the first month does not meet the forecast, or if the actual purchase amount in the second and third months does not reach 90% of the forecast, MCI may decide in its sole discretion whether to accept any GOLDRARE's purchase amount more than forecast in the future. For any order exceeding the forecast, MCI has the right to adjust the lead time and request GOLDRARE to bear additional costs based on actual conditions such as material, manufacturing capacity and capital expenditures etc.
光华荣昌将完全执行第一个月的预测不可取消，且光华荣昌第二个月和第三个月的预测应在 10%的范围内上下浮动。如果第一个月的实际采购数量未达到预测，或者第二、第三个月的实际采购数量未达到预测数量的 90%，则 MCI 将自主酌情决定是否接受光华荣昌之后大于预测的采购数量。对于任何大于预测的订单，MCI 有权调整交付周期，并基于物料、产能和资本支出等实际情况要求光华荣昌支付由此产生的额外费用。
- 2.4 If GOLDRARE's actual purchase amount in the second month does not reach 80% of its forecast or GOLDRARE's actual purchase amount does not reach 90% of its forecast for two consecutive months, MCI has the right to prepare products based on either the average purchase amount of the past two months or GOLDRARE's new forecast, whichever is lower.
如果光华荣昌第二个月实际采购量未达到预测数量的 80%，或者连续 2 个月实际采购数量未达到预测数量的 90%，则 MCI 有权按照过去 2 个月的平均采购量或光华荣昌最新预测（两者孰低）为依据备货。
- 2.5 GOLDRARE may adjust the forecast where there are three months or more lead time. MCI will prepare products based on the last version of GOLDRARE's forecast before the 3 months' lead time. However, if it exceeds MCI's actual manufacturing capacity or can't be met due to other actual situations, both parties will further negotiate the delivery time.
光华荣昌可对于交付周期尚余 3 个月及以上的预测进行调整，交付周期 3 个月前的最后一版预测将作为 MCI 备货基准，但如果超出 MCI 的实际产能或基于其他实际情况无法满足的，由双方对交期再进行协商。
- 2.6 Parties agree to meet twice a year and discuss the turnover forecasts, open RFQs and program implementation status of Agreement.
双方同意每年进行两次会面并讨论销售额预测，询价项目和供货协议项目实施情况。

Article -3 Confidentiality 机密性

- 3.1 All agreements between GOLDRARE and MCI are confidential to both parties and may not be shared with third parties except upon the prior written approval by GOLDRARE and MCI.
所有关于光华荣昌和 MCI 之间的协议都是机密的，除非有光华荣昌和 MCI 双方的书面许可，将不得透露给第三方。

Article -4 Shipping Terms / Payment Terms 发货条款/付款条款

- 4.1 GOLDRARE will be supplied under DAP GOLDRARE shipping terms.
MCI 将基于[DAP 光华荣昌]条款向光华荣昌发货，不负责卸货。

4.2 Payment term of GOLDRARE is: “30 days due 25, 100% in cash”.
 光华荣昌的付款条款是：30 天，每月 25 日前支付，电汇 100% 现金。

4.3 If GOLDRARE fails to pay any amounts due in accordance with the foregoing, GOLDRARE shall pay 1.5% monthly interest on all late payments (the payment that is not in line with the foregoing will be deemed as late payment). Furthermore, if GOLDRARE is late with payments, MCI may with written notice, in its sole discretion, undertake any or any combination of the following:

如果光华荣昌未能按照前述约定及时付款，光华荣昌应对任何迟延支付的款项（不符合约定形式的付款将被视为延迟付款）支付每月 1.5% 的利息。此外，如果光华荣昌延迟付款，MCI 可以经书面通知光华荣昌并自行决定采取如下措施之一项或多项：

- 1) stop all programs under this Agreement until MCI receives all the amounts due;
 停止本协议项下所有项目，直至 MCI 收到所有到期款项；
- 2) delay shipments;
 延期装运；

Article –5 Prices and Programs 价格和项目

5.1 The prices scheme for parts used in serial production are set out in table 1 below.

相关产品的价格在下面表 1 中有陈述。

Note: Pricing is in CNY.

备注：价格为人民币。

OEM	Program	Nameplate	SOP	EOP	MCI P/N	Description	2026 PRICE
整车厂	项目	车型	量产时间	停产时间	MCI 料号	产品描述	2026 年价格
Beijing Auto	B40	BJ40	Sep-23	Dec-29	300-XXX	电动扭转器-非记忆	16.80
Beijing Auto	B41	BJ40	Sep-23	Dec-29	311-XXX	电动扭转器-记忆	38.20
Beijing Auto	B41	BJ40	Sep-23	Dec-29	301-XXX	电动扭转器-非记忆	15.84
Beijing Auto	B41	BJ40	Sep-23	Dec-29	223-XXX	折叠器	55.18
Beijing Auto	B41	BJ40	Sep-23	Dec-29	3301/XXX	电动转向器_非记忆	14.15
Beijing Auto	B41	BJ40	Sep-23	Dec-29	3311/XXX	电动转向器_记忆	35.16
Beijing Auto	B41	BJ40	Sep-23	Dec-29	225/XXX	折叠器	44.85

Table 1/表 1

- 1) Price is RMB without VAT.
 价格为未税人民币价格。
- 2) MCI shall be entitled to “First Call Last Call Right” for new RFQs except for keeping all running projects.
 MCI 除了被保证持续供应现有项目之外，将授予新项目的“优先报价最终报价权”。
- 3) “First Call Last Call Right Period” shall mean the period from [Jan. 1, 2026] through the third (3rd) anniversary thereof, if the First Call is in the third (3rd) anniversary, the First Call Last Call Right Period shall be extended to another third anniversary with a total period of six years.
 “优先报价最终报价权的期限”指自[2026 年 1 月 1 日]起三年，若优先报价之日在第三年期间内，则该优先报价最终报价权的期限自动顺延三年，共计六年。

5.2 The annual conditional pricing referred to in Article 5.1 (Table 1) will be implemented by MCI based upon the following conditions:

第 5.1 条（表 1）中提及的年度有条件定价将由 MCI 基于以下条件实施：

- 1) GOLDRARE guarantees the supply of current projects by single source (table2) in GOLDRARE.
 光华荣昌通过光华荣昌的单一指定（表 2）保证当前项目的供应。
- 2) GOLDRARE doesn't de-source any programs specified under this Agreement.
 光华荣昌未对本协议项下规定的任何项目另选供应商。

In case of violation of this Article, MCI has /reserves the right to adjust pricing.

对于在违反此条款规定的情况下，MCI 有权重新调整价格。

Table 2: Current programs

表 2: 现行项目

OEM	Program	Nameplate	SOP	Product family	Description	IR	VEHICLE 2026	VOLUME 2026	VEHICLE 2027	VOLUME 2027
整车厂	项目	车型	量产时间	产品系列	产品描述	配置率	车预测 2026	执行器预测 2026	车预测 2027	执行器预测 2027
Beijing Auto	B41	BJ40	Sep-23	311	电动扭转器	100%	32,535	65,070	32,670	65,340
Beijing Auto	B41	BJ40	Sep-23	223	折叠器	100%	32,535	65,070	32,670	65,340

Table 2/表 2

5.3 GOLDRARE will at its own cost support MCI in the approval and release process of MCI initiatives (engineering and/or operations) to further optimize the products (performance, quality and costs) in order to assist MCI in providing GOLDRARE the best quality/performance and to allow MCI to counter cost increases and currency fluctuations (such as increasing Chinese labor costs) by optimized products and organization.

光华荣昌将义务支持 MCI 进一步优化产品（性能，质量和成本）的认可和放行流程（工程/操作）来支持 MCI 提供给光华荣昌最好质量/性能的产品，并允许 MCI 通过优化产品和操作来应对成本增加和汇率变动（比如增加的劳动力成本）的压力。

5.4 In the event of significant change in economy including import duties, currency fluctuations & market conditions, MCI will notify GOLDRARE in writing and provide the appropriate supporting documentation to justify a price adjustment. The parties agree to negotiate an amicable solution acceptable to MCI.

如果因为出现显著的经济形势变化，包括进口关税、汇率浮动&市场调整，MCI 将书面通知光华荣昌并提供必要的支持文件以便合理的调整价格，双方同意协商出一个友好的 MCI 可接受的解决方案。

Article –6 Production Part Approval Process (“PPAP”) 生产批准程序

6.1 GOLDRARE will at its own cost to support MCI in the approval and release process of MCI PPAP Submissions within an acceptable time frame limited to 6 months after PPAP and sample submission.

PPAP 文件和样件已经提交之后，在可接受的 6 个月之内，光华荣昌将义务支持 MCI 的 PPAP 文件的认可及批准流程。

6.2 For PPAP documents of new projects, MCI shall first submit the PPAP plan to GOLDRARE, and GOLDRARE shall review, provide feedback to MCI, sign and return it after confirmation within 6 weeks from MCI’s submission date. Where GOLDRARE doesn’t approve PPAP or provide feedback to MCI within 6 weeks, it deems that GOLDRARE has approved and signed the PAPP and PSW. The format of the PPAP plan shall be subject to the format submitted by MCI.

对于新项目的 PPAP 文件，MCI 应首先提交 PPAP 计划给光华荣昌，光华荣昌将自 PPAP 文件提交日起 6 周内审核 PPAP 文件，回复 MCI，并确认后签字回传。如果光华荣昌没有在 6 周内批准 PPAP 或对 PPAP 回复，则视为光华荣昌批准和签署了 PAPP 和 PSW。PPAP 计划格式以 MCI 提交的格式为准。

6.3 For the change of the approved project, MCI will notify GOLDRARE by notice letter. If GOLDRARE has special requirements, it will reply to MCI by email and agree with MCI on the level and content of the PPAP submission. A swift reply shall be given by GOLDRARE after submitting a PPAP and/or notification letter with a time limitation as announced in the letter supporting the PPAP or as outlined in the notification letter is required. Not replying by GOLDRARE in time could lead to short shipping parts.

对于已批准项目的变更，MCI 通过通知函的方式通知光华荣昌。光华荣昌如有特殊要求，则以邮件形式回复 MCI 并与 MCI 约定 PPAP 提交等级及内容。在提交 PPAP 和/或通知函后，光华荣昌需要在通知函中列出的时限内迅速回复。如果光华荣昌不及时回复，可能会导致产品的交货短缺。

6.4 The MCI commercial commitments in this Agreement are conditional on normal and ongoing change being accepted and approved by GOLDRARE and the OEM.

MCI 在本协议中的商业承诺取决于光华荣昌和 OEM 接受和认可正常的或者正在进行的变更。

6.5 Where shorter timescales are required due to exceptional circumstances, MCI and GOLDRARE will work to achieve implementation of the change in the shortest possible time while minimizing any risk to quality and delivery requirements.

当发生特殊情况需要缩短审核时间的话，在将质量和发货需求的风险降低到最低情况下，MCI 和光华荣昌将尽可能一起努力在最短的时间内实现变更。

Article –7 Product Acceptance and Express Limited Warranty 产品验收和明示有限质量保证

7.1 The products delivered by MCI shall be inspected and tested by GOLDRARE within 10 business days of receipt at the “ship to” location on the applicable purchase order. If products do not conform to the purchase order, GOLDRARE has the right to reject such products during the said period. Products not rejected during said period shall be deemed accepted.

光华荣昌应在MCI按照相关订单规定的地点交付产品后的10个工作日内对产品进行验收检验和测试。如产品不符合订单要求，光华荣昌有权在上述期限内拒收产品。在上述期限内未被拒收的产品将被视为通过验收。

Article –8 Responsibility 责任

8.1 GOLDRARE warrants not using in any form (parts of) third party motion actuators that are against the intellectual property of MCI.

光华荣昌承诺不使用任何涉及侵害到MCI知识产权的第三方驱动执行器产品。

Article –9 Terms and Termination 期限及终止

9.1 The Agreement takes effect after signed by authorized representatives of both Parties and is valid for the period January 1st, 2026 until December 31st, 2027.

本协议自双方授权代表签字日起生效，有效期从 2026 年 1 月 1 日至 2027 年 12 月 31 日。

9.2 Each party may terminate this Agreement if any of the following circumstances occurs:
任何一方可在下列情形下终止本协议：

- 1) For convenience, with a six months’ written notice to the other party. Programs that have already been carried out before the termination notice date shall continue to be implemented unless otherwise agreed by the parties.
出于方便原因，经提前 6 个月书面通知另一方。在终止通知发出之前已经进行的项目，除双方另有约定外，应继续履行。
- 2) If GOLDRARE defaults in any payment to MCI and such default continues without a cure for 14 days after the delivery of written notice thereof by MCI to GOLDRARE.
若光华荣昌拖欠 MCI 任何款项，且该拖欠行为在 MCI 向光华荣昌发出书面通知后 14 日未获纠正，仍继续存在。
- 3) If the other party materially defaults in the performance of any other term or condition of this Agreement and such default continues unremedied for a period of 30 days after the delivery of written notice thereof by the terminating party to the other party.
若另一方实质性违反本协议的任何其他条款或条件，且该违约行为在终止方向另一方发出书面通知后 30 日内未得到补救仍继续存在。
- 4) In accordance with Article 10 Force Majeure Clause of this Agreement.
根据本协议第 10 条不可抗力条款。
- 5) If GOLDRARE defaults in the performance of Article 11.2 Trade Restriction Clause of this Agreement.
若光华荣昌违反本协议第 11.2 条贸易限制条款。

9.3 This Agreement is governed under China law with exception of the UN Convention on Agreements for the International Sale of Goods (CISG).

本协议受中国法律管辖，并排除联合国国际货物销售合同公约（CISG）的适用。

9.4 All disputes arising in connection with this Agreement resulting here from shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission and finally settled

by three arbitrators in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral procedure shall be conducted in the English language or Chinese language. The arbitral tribunal shall decide in accordance with the governing law and the CIETAC's arbitration rules in effect at the time of applying for arbitration. The decision and award of the arbitrators shall be final and binding on the parties and shall be to the exclusion of any court review as to any substantive matter. Judgment on the award may be entered in any court having jurisdiction. Costs of the arbitration shall be borne by the parties in accordance with the decision of the arbitrators.

由本协议产生的争议若无法顺利协商解决最终将提交中国国际经济贸易仲裁委员会上海分会进行仲裁，该机构依据按照仲裁申请时中国国际经济贸易仲裁委员会现行有效的仲裁规则由三名仲裁员组建而成。仲裁程序采用英文或中文进行。仲裁裁决依据适用法律和按照仲裁申请时中国国际经济贸易仲裁委员会现行有效的仲裁规则作出，仲裁决定与裁决是终局的且对双方具有约束力，仲裁裁决对任何实体法问题将排除法院审查。仲裁裁决可在有管辖权的法院予以执行。仲裁费用根据仲裁员的决定执行。

9.5 This Agreement supersedes all prior agreements, written or oral between the parties. Changes to this Agreement require written form in order to be valid. This applies also to the change of this requirement for written form.

本协议替代之前的所有协议，包括双方书面或口头的协议。本协议的变更需求应通过书面形式生效。该变更申请同样要通过书面形式体现。

Article -10 Force Majeure 不可抗力

10.1 If (a) either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) as a result of any cause beyond the reasonable control of the party invoking this Section, including any act of God, acts or decrees of governmental or military bodies, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, pandemic, destruction of production facilities, riot, insurrection, Materials unavailability, the failure of equipment or tooling provided by GOLDRARE except to the extent such failure was caused by MCI (collectively, a "Force Majeure"), and (b) such party uses reasonable efforts to mitigate the effects of any Force Majeure, and (c) the affected party give prompts written notice to the other party, then the affected party's performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such Force Majeure.

若（a）任何一方因援引本款的一方无法合理控制的任何原因，包括自然灾害、政府或军事机构的行为或法令、火灾、意外事故、水灾、地震、战争、罢工、停工、传染病、大流行病、生产设施毁坏、暴乱、叛乱、无法获得物料、光华荣昌提供的设备或工具无法使用（因 MCI 导致的无法使用除外）（统称“不可抗力”）而不能履行或无法履行其在本协议项下的任何义务(付款义务除外)，且（b）该方尽其合理的努力减轻任何不可抗力的影响，且（c）受影响的一方立即向另一方发出书面通知，则受影响一方的履约义务应予以免除，履约时间应按照因该不可抗力事件发生而延误或无法履约的期限顺延。

10.2 Regardless of the excuse of Force Majeure, if such party is not able to perform within ninety (90) days after such event, the other party may terminate this Agreement.

不论是否出于不可抗力原因，若该方不能在该事件发生后九十(90)日内履约，另一方可终止本协议。

Article -11 Others 其他

11.1 General Conditions of Sale and Delivery of MCI Mirror Controls (Suzhou) Co., Ltd. ("General Conditions") are applicable and can be downloaded at <https://www.motioncontrols.com/terms-and-conditions>. If this Agreement has conflicts with General Conditions, this Agreement will prevail.

本协议适用 General Conditions of Sale and Delivery of MCI Mirror Controls (Suzhou) Co., Ltd.（中文：“美视伊汽车镜控（苏州）有限公司销售及交货通用条款”）（以下简称“通用条款”），该通用条款并可以在 <https://www.motioncontrols.com/terms-and-conditions> 下载。如果本协议与通用条款发生冲突的，则应当以本协议的约定为准。

11.2 GOLDRARE hereby commits not to sell MCI actuators in rear mirrors to embargoed countries.

光华荣昌承诺不向禁运国家出售后视镜子中的 MCI 执行器。

11.3 In the event of discrepancy of Chinese and English languages, Chinese language shall prevail.

如果本合同中文、英文表述不一致，那么应当以中文为准。

Beijing Goldrare Automobile parts Co., Ltd.

北京光华荣昌汽车部件有限公司

Hebei Guanghua Rongchang Automobile Parts Co., Ltd.

河北光华荣昌汽车部件有限公司

Signature/签署: _____

Name/姓名:

Title/职务: 采购部长

Signature/签署: _____

Name/姓名:

Title/职务: 总经理

Mci Mirror Controls (Suzhou) Co., Ltd.

美视伊汽车镜控（苏州）有限公司

Signature/签署: _____

Name/姓名: Tolon Tang

Title/职务: BD Director, China

Signature/签署: _____

Name/姓名: Peter van Voorden

Title/职务: VP Sales

Signature/签署: _____

Name/姓名: Gerry Maher

Title/职务: VP Finance