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Parts Supply Agreement

一汽 - 大众汽车有限公司成都分公司
FAW-Volkswagen Automotive CO., LTD.
Chengdu Branch

(供应商名称)

Supplier

年 月 日

Date:

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前 言 Preamble

本合同于 年 月 日在 签订。

This Parts Supply Agreement is made on in by and between:

协议一方为:一汽-大众汽车有限公司成都分公司(以下简称甲方),该公司为依据中国法律成立并合法存在的中外合资经营的有限责任公司,其地址为中国成都市成龙大道三段 177 号。

FAW- Volkswagen Automotive CO., LTD. Chengdu Branch("Party A"), a Sino-foreign joint venture company with limited liability, incorporated and validly existing under the laws of the P.R. of China with its domicile at No.177 Chenglong Road, Chengdu, China, and

协议另一方为:_____

(以下简称乙方),是一家依据中国法律成立并存在的法人实体,其地址为_____

("Party B"),_____

a legal entity incorporated and validly existing under the laws of the P.R. of China with its domicile at _____

鉴于乙方生产本合同订单(附件二)和备件订单(附件四)中所列零部件及用于售后服务的总成拆散件(以下简称“合同零部件”),并拟把合同零部件供给甲方;

Whereas Party B manufactures automotive parts as listed in Attachment 1 and knock-down parts for after-sale service as listed in Attachment3 (hereinafter referred to as Contractual Parts), and intends to supply the Contractual Parts to Party A.

鉴于甲乙双方已就合同零部件价格达成一致,并签订了价格协议列为本合同附件三;

Whereas the Parties have agreed on the price of the Contractual Parts and concluded the Price Agreement as listed in Attachment 3 for the Contractual Parts.

鉴于甲方拟购买乙方生产的合同零部件；

Whereas Party A desires to purchase the Contractual Parts manufactured by Party B.

鉴于乙方已全面且准确地理解了本合同约定的权利、义务、责任与免责条款。

Whereas Party B has thoroughly and accurately understood the rights, obligations, liabilities and indemnity clauses stipulated in this Agreement

考虑到上述各点和一致同意的以下条款,双方达成如下协议:

Now, therefore, in consideration of the foregoing and of the mutual covenants set forth below, the Parties have agreed as follows:

第一条 试制

Article 1 Trial-manufacturing

1. 技术资料

Technical Documentation

1.1 甲方向乙方发出定点提名信之后,甲方应及时向乙方提供有关制造合同零部件所需的技术资料。如果需要,还应向乙方提供相关的试验标准等其它技术资料。

Party A shall submit to Party B the necessary technical documentation relating to manufacture of Contractual Parts after sending Party B the nomination letter Other technical documents such as tests standards shall be submitted to Party B too, if necessary.

1.2 乙方应及时登录甲方指定的数据传输平台下载获取甲方提供给乙方的技术资料。如发现有缺少或错发,乙方应及时通知甲方,以便甲方尽快补发或更换。如发现技术资料中有错误,乙方应及时通知甲方,以便甲方立即采取措施予以纠正。在生产准备期间,乙方应至少每周登录数据传输平台一次,以便获取可能由甲方更新的技术资料。

Party B shall log onto the data transmission platform designated by Party A to download the technical documents without delay. In case of

any lack or mismatch of the technical documents uploaded to the platform, Party B shall inform the Party A without delay so that Party A can quickly add or replace the technical documents. In case of mistakes in the technical documents, Party B shall inform Party A without delay so that Party A can quickly make correction. Within the term of production preparation, Party B shall log onto the aforesaid platform at least once a week to attain the technical documentation which may have been updated by Party A.

1.3除上述技术资料外,甲方应尽可能协助乙方获得合格的合同零部件的样品作为参考。参考样件的保管及处理应遵循甲方的参考样件管理规定。

In addition to the above mentioned technical documentation, Party A shall try its best to assist Party B in obtaining qualified samples of the Contractual Parts as reference. The storage and management of such samples shall follow Party A's management regulations for the Contractual Parts.

1.4乙方收到甲方提供的技术资料后应立即进行消化,并提出需要解答的技术问题和其它问题。如需要,双方可举行项目会议,会上甲方应确认技术资料的正确性和完整性,并解答乙方提出的有关技术问题和其他相关问题。上述经确认的技术资料和项目会议纪要中双方协商一致的技术问题的有关条款均为试制和验收合同零部件的依据,对双方均有约束力。

Upon receiving the technical documentation provided by Party A, Party B shall digest them immediately and put forward technical and other issues for further explanation. The two parties could hold a project conference for Party A to confirm the soundness and entirety of technical issues or other related problems and explain the issues put forward by Party B. The confirmed technical documentation and the relevant clauses on technical issues agreed upon by the two parties recorded in the minutes of the project conference shall be taken as the basis for the trial manufacturing and the checking and acceptance of the Contractual Parts. The agreed documentation is binding on both parties.

1.5经项目会议决定或双方达成一致开始试制后,乙方应立即开始合同

零部件的试制工作。如甲方拟对合同零部件进行更改,应及时通知乙方,并同乙方协商确定技术更改的实施进度及由此而产生的相关费用的承担等问题。若上述更改涉及乙方工装、模具等的相应更改,则乙方应在同甲方达成一致后,及时按新方案做相应更改。

Party B shall start the trial manufacturing immediately after the decision to commence the trial manufacturing has been made in the project conference or such agreement between both parties. In case Party A plans to make any modification on the contractual parts, it shall notify Party B without any delay, and consult with Party B on the implementation of the modification and the assuming of the extra cost incurred therefore. If the modification involving Party B's change in tooling, tool, etc, Party B shall make modification according to the new agreement proved by Party A.

1.6 未经甲方批准,乙方不得对合同零部件做任何更改。

Without Party A's approval, Party B shall make no change to Contractual Parts.

2. 进 度

Time Schedule

2.1 乙方应严格按照甲乙双方签订的《双向承诺表(Commitment)》(“附件一”)所规定的送样进度向甲方提供自检合格的工装样品和自检试验报告。在双向承诺表签订之后,乙方应按甲方的要求在双方约定的期限内提供详细试制方案和详细的进度计划。

Party B shall submit to Party A the qualified self-inspected OTSs and test report in strict accordance with the time schedule specified in the Mutual Commitments concluded by them. After signing the Mutual Commitments, Party B shall, as required by Party A, submit a detailed trial manufacturing plan and time schedule to Party A within a prescribed time.

2.2 乙方提前终止试制或逾期交付带自检试验报告的工装样品应承担违约责任:

The liabilities shall be borne by Party B due to early termination of

trial manufacturing by Party B or delayed delivery of the OTS with self-check and test report.

2.2.1 如果乙方提出提前终止试制或乙方逾期交付工装样件(本协议 3.1 款所指的)和自检试验报告,则甲方有权要求乙方赔偿其逾期国产化而采购进口 CKD 零件或由乙方责任而造成的其它相关零件无法实现国产化所产生的经济损失。

In case of an early termination of trial manufacturing or delayed delivery of the OTSs (specified in Paragraph 3.1 hereof) and self-inspection and test report by Party B, Party A shall be entitled to claim Party B against the losses caused by the import of CKD parts or the losses of postponed localization incurred thereby.

2.2.2 如果乙方终止试制协议或交付样件延期是由于甲方的协助不充分、不及时(但应以协议的规定为依据)导致的,则在甲方协助不充分、不及时的影响期间,乙方不承担逾期的违约责任。

In case of a termination of this agreement or postponement of delivering the OTS by Party B due to the insufficiency and delayed support from Party A., Party B shall not bear the responsibility for the period of insufficiency and delayed support of Party A.

2.2.3 如果乙方提供工装样品拖期,甲方有权采取措施进行补救,乙方应当给予配合,甲方采取补救措施的费用由乙方承担。本条款不影响条款 2.2.1 中所规定的甲方的权利。

In the event that Party B delays to deliver the OTS to Party A, Party A has the right to take remedial measures and Party B shall provide necessary assistance. The costs incurred shall be borne by Party B. Nevertheless, this Article shall not affect Party A's right stipulated in Article 2.2.1 hereof.

2.2.4 如乙方在详细的时间进度计划规定的每一个期限到来之前,未完成该期间所对应的工作,而又不向甲方说明,或甲方无法接受乙方说明的原因,则甲方有权在该期限届满后通知乙方终止乙方的试制。由此给甲方造成的损失由乙方承担,除非双方另有约定。

If Party B fails to complete the corresponding work in the detailed

time schedule for each period, and does not explain to Party A, or Party A cannot accept Party B's explanations, then Party A has the right to notify Party B to terminate the trial manufacturing after the expiration of the time period. Party B shall be liable for the losses of Party A caused therefore, unless otherwise agreed by both parties.

2.2.5 如乙方未经甲方批准而单方面修改合同零部件的试制方案,则甲方有权终止乙方的试制,并有权要求乙方承担相关违约责任。

If Party B unilaterally changes the trial manufacturing plan of Contractual Parts without Party A's approval, Party A shall have the right to terminate the trial manufacturing and require Party B to take the liabilities for breach of contract.

2.3 送样次数及送样周期的规定

The frequency and date of delivery of the OTS

试制有效期按 2.1 双方签订的《双向承诺表(Commitment)》所约定的时间执行。试制有效期内,若乙方没能提供工装样品和自检试验报告或者三次提供的样品经测试鉴定均不合格,甲方有权终止试制。试制终止时,乙方从甲方取得的所有技术资料 and 样品应遵守相关保密责任和义务。试制终止后,乙方自行承担其开发试制合同零部件的费用,合同中所规定的乙方对甲方的赔偿责任仍然有效。除非对上述内容另有约定。

The effective period of the trial manufacturing shall be subject to the time set out in the Mutual Commitments signed by both parties as specified in Article 2.1. Within the effective period of the trial manufacturing, if Party B fails to provide the OTSs or the self-inspection and test report or the OTSs are proved unqualified by Party A three times, this trial manufacturing shall be automatically terminated. After the termination, Party B shall fulfill relevant confidential duties and obligations for all the technical documentation and samples obtained from Party A. After the termination of the trial manufacturing, Party B shall bear the expenses for the development and trial of the Contractual Parts, and the liability to be borne by Party B for Party A stipulated hereunder shall still be effective, unless otherwise agreed upon.

3. 工装样品的测试鉴定

Test and Release of the Sample Products

3.1 工装样件,即 OTS 样件 (Off Tool Sample),是由乙方批量模具按照批量的生产工艺和工序在批量的生产场地制造出来并且自检合格的零件或总成。

The Off Tools Sample (OTS) is the sample made under the conditions and procedure of batch production in manufacturing site, and the self-check qualified parts or assemblies.

如乙方认为其工装样品已具备测试鉴定条件,应向甲方提出,由甲乙双方共同确认后,再由乙方向甲方正式提交工装样件。

If Party B believes its OTS has possessed the test conditions, it shall inform Party A. With the confirmations of both parties, Party B may formally deliver the OTS to Party A.

3.2 乙方应免费向甲方提供合同零部件的送检工装样品,以便甲方作测试鉴定。乙方按照甲方要求提供样品时应同时提供真实合格、全面、详实的自检试验报告及相关信息。此报告中的自检内容和试验数据应符合甲方提供的二维图纸和三维 CAD 数模的要求及甲方提供的测试鉴定标准的要求。报告格式应符合甲方的要求。测试地点按以下原则确定:

The Party B shall deliver the OTS of Contractual Parts free of charge to the Party A so that Party A makes check and test. Meanwhile, the Party B shall deliver the real, eligible, comprehensive and detailed self-check and test report to the Party A as guidelines of Party A, The contents, check and test data in the aforesaid report shall comply with the 2D drawing and 3D model and the norm of check and test provided by the Party A. The report format shall be in conformity with the Party A's requirement. The place of check and test shall be ruled as follows:

3.2.1 按甲方规定需在国外测试鉴定的工装样品,应通过甲方或按甲方要求送往国外。

In case the testing of OTS will be carried out abroad as required by Party A, the samples shall be sent abroad via Party A or under its instructions.

3.2.2 如甲方认为乙方具备测试条件, 鉴定测试可以由乙方进行, 但乙方测试设备等影响试验结果的设施需经甲方认可。而且, 乙方在进行测试前必须及时通知甲方, 以便甲方能了解测试的全过程。

If Party A releases that Party B's testing conditions meet the requirements, the testing may be carried out by Party B, on the condition that the testing equipment as well as other facilities which may affect the testing result have been confirmed by Party A. Party A shall be timely informed before the testing, so that it will be able to know well the whole process of the testing;

3.2.3 如果甲、乙双方均无测试条件, 甲方可委托其认为具备测试条件的第三方进行测试鉴定。如乙方拟委托第三方进行测试, 应事先征得甲方的同意。如乙方需要, 甲方可向乙方推荐可使用的第三方检验资源。

In case neither Party A nor Party B meets test conditions, Party A may entrust a third party which Party A believes to be capable to carry out the test. If Party B plans to entrust a third party to carry out the test, a prior permission shall be obtained from Party A. Party A may recommend any available third-party test resource to Party B, when it is necessary.

4. 样品的测试鉴定费用承担

The charges for the testing of the sample products

有关乙方向甲方提供的批量抽检后送检工装样品的测试费用:

The charges for the testing of OTS and batch OTS provided by Party B to Party A:

4.1 如果样品试验由甲方进行, 甲方将不向乙方收取首次试验费用。如果由于乙方原因导致样品不合格, 需要在甲方进行第二次试验, 甲方有权要求乙方支付由此发生的试验费用。如果乙方样品第二次试验仍未通过, 甲方有权拒绝继续为乙方产品进行试验, 乙方需自行寻找试验资源, 除非双方对上述内容另有约定。

If the testing is carried out by Party A for the first time, Party B shall not pay for any charges. If the sample is proved unqualified due to the reason of Party B, the second test has to be carried out by Party A and Party B shall pay for the cost. If the second test fails, Party A has the

right to refuse any further test and Party B shall find another testing resource, unless otherwise agreed by both parties.

4.2 如果由于甲方试验条件不具备,部分样品的试验不能在中国进行,需要送到国外试验,乙方应以相应的货币向甲方支付由此发生的费用。

If the testing cannot be carried out in China due to the shortage of proper testing conditions for some samples, and therefore is carried out outside China, Party B shall reimburse Party A with the cost incurred in the respective currencies.

4.3 如果样品试验由国内经由甲方确认同意的任何第三方进行,乙方应直接向第三方支付试验测试的相关费用。

If the testing is carried out by a third party confirmed by Party A in China, Party B shall reimburse directly to the third party the fees for testing and release as well as the material costs.

4.4 试验鉴定的合同零部件的包装费和运费应由乙方承担。

The packing and freight charges for the Contractual Parts to be tested and released shall be borne by Party B.

4.5 除甲方提出要求外,样品在试验后不归还乙方。如乙方要求归还样品,由此而产生的费用应由乙方承担。

Unless required by Party B, the samples having been tested shall not be returned to Party B. Should the tested samples be returned, the costs thus incurred shall be borne by Party B.

4.6 对于乙方按本条支付的款项,甲方应开出形式发票,乙方在收到甲方开出的形式发票的10天内,需将款项汇入甲方或甲方所指定的账户。

For the payment to be made by Party B according to this article, Party A shall issue a proforma invoice. Party B shall remit the amount to the account of Party A or designated by Party A within 10 days upon receipt of the proforma invoice.

4.7 原则上超过三次的样品试验仍未通过,甲方有权终止乙方的试制工作。

In principle, if the samples fail to pass the test three times, Party A will have the right to end the trial manufacturing of Party B.

5. 预批量阶段供货要求

Delivery Requirement in Pre-production Phase.

5.1 乙方在预批量阶段达到1分之前向甲方提供的每一个零件均需贴上一个黄色圆形的带有生产批次状态和模具类型的零件标签,此标签要粘贴在零件装车后不宜看见的地方。如果此零件标签因为零件尺寸太小或者影响到其功能而无法粘贴,则应该贴在最小包装物的醒目位置上。此标签由表示批次的两个数字和表示模具类型的一个字母组成。第一个批次为01,如果零件发生变动或者更改,零件批次将改为02,以此类推。手工样件或零件产自辅助模具的,模具类型用H表示;小批量模具,用K表示;批量模具,用S表示。此外,乙方要保留每一个零件的简历,零件简历包括根据EMPB检测报告中(1分、3分、6分)对尺寸、材料和功能的评分。在零件达到质保1分获得批量认可之前,送货阶段每次打印发货单时零件简历必须上传至PCP订货系统。

Each part provided by Party B for Party A in the pre-series phase and before 1 point is reached, must carry a round yellow sticker with product batch and mold type at a position which would not be visible if it was to be fitted in a vehicle. If the sticker is not possible due to the size of the part or impairment to the function of the part, it must be applied to a highly visible position of the smallest packaging material. The sticker must be marked with two numbers showing the batch and one letter showing the mold type. The first batch is marked by 01. If the part is changed or modified, the batch shall be marked by 02, and so on. For a manual sample or a part produced by auxiliary mold, the mold type is marked by H; the type of small series molds is marked by K; and, the type of series molds is marked by S. Additionally, Party B has to keep a part history for each part. The part history includes the ratings of these parts for dimensions, materials and functions in EMPB test report (1 point, 3 points or 6 points). Before 1 point of quality guarantee is achieved for the parts and series approval is obtained, the part history must be uploaded to PCP ordering system when delivery form is printed every time in the delivery phase.

5.2 预批量供货阶段乙方应按照甲乙双方确认的物流方案(物流器具或包装箱)进行包装和送货,运费和包装费由乙方承担。

In the pre-series supply phase, the packing and delivery of the Contractual Parts shall be in conformity with the logistic plan (fixtures or packing boxes) confirmed by both parties. The freight and packing charges shall be borne by Party B.

第二条 订货

Article 2 Ordering for Parts

1. 试制零部件批量认可后,甲方出具认可证书,乙方才可开始正式批量生产合同零部件。甲乙双方另有约定除外。

After the release of the batch trial manufacturing parts, party A shall issue a certificate to party B. Only after this Party B may commence formally the manufacturing of Contractual Parts, unless otherwise agreed by both parties.

2. 甲方以订单(本合同附件二)的形式向乙方订货,该订单是甲方向乙方发出的契约性文件,一经双方确认,视为本合同的延续和不可分割的一部分。

Party A shall order the Contractual Parts from Party B in the form of Purchase Order (see Attachment 2). And this Purchase Order shall be valid after agreed and signed by the authorized representatives and sealed with stamps of the two Parties and shall be deemed as an integral part of this Agreement.

3. 供货计划是甲方每周通过甲方指定的供货系统向乙方发出的契约性交货时间进度表,旨在确定乙方履行订单、供应合同零部件给甲方的时间和数量,乙方应在系统要求时间内对订单进行书面确认,此供货计划为本合同的延续和不可分割的一部分。

Supply plan is a contractual delivery time schedule issued by Party A to Party B via a delivery system as designated by Party A every week, for the purpose of determining the time and quantity for the performance of the order and the supply of the Contractual Parts by Party B for Party

A. If Party B does not raise a doubt according to the system requirement, the parts supply plan will be deemed, as confirmed by both parties, as a continuation and an inalienable part of the Contract.

4. 备件订单是甲方向乙方发出的契约性交货时间进度表,旨在确定乙方根据甲方售后服务需要,供应合同零部件及其总成拆散件给甲方的时间和数量,一经合同双方认可,视为本合同的延续和不可分割的一部分,列为本合同的附件四。

Spare parts order is a contractual delivery time schedule issued by Party A to Party B, for the purpose of determining the time and quantity for the supply of the Contractual Parts and knock-down parts by Party B for Party A according to Party A's after-sales service demands. Once confirmed by both parties, the spare parts order, which is listed as Attachment 4 hereto, will be deemed as a continuation and an inalienable part of the Contract.

5. 乙方应将货物运至甲乙双方约定的交货地点。

Party B shall deliver the goods to the place designated by both parties.

6. 对于看板供货的零部件,交货时间为物流信息系统约定的时间,对于准时化供货零件,交货时间为 FIS-JIT 时间,除另有约定外,交货时间指货物抵达甲方工厂的时间。

For the KANBAN parts, the time of delivery is arranged by the logistics information system. For JIT parts, the time of delivery is the FIS-JIT time. Unless otherwise decided by the Parties, the time of delivery shall mean the time when the goods arrive at the factory of Party A.

7. 除非另有约定,乙方(外地)应在甲方工厂所在城市建立储备(地点应通知甲方),始终保持有科学合理的合同零部件的经甲乙双方共同确认的安全库存,并按先进先出的原则更新库存。

Unless otherwise agreed, if Party B is a nonlocal supplier, it shall establish a parts depot in the city where Party A's plant is located (the specified location shall be informed to Party A). Party B shall keep a scientifically and reasonably safe storage of Contractual Parts which is con-

firmed by both parties on first in first out basis.

8. 除非另有约定,甲方有权在零部件订单冻结周期以外,根据生产计划的变更、合同零部件的供货质量、时间进度执行情况及售后服务质量等条件,在乙方合理的资源准备周期范围内对乙方的供货数量进行调整。

Unless otherwise specified in the contract, Party A shall be entitled to adjust the ordered quantity of Contractual Parts outside the crystalized circle of the order in accordance with Party A's production, the quality and delivery of the Contractual Parts and after-sale service of Party A, as well as the quality and delivery of the Contractual Parts of Party B, if Party B's resource preparation period is in the reasonable scope.

9. 乙方应严格按照供货计划和订单中的交货规定,向甲方提供生产及售后服务所需的合同零部件。

未经甲方事先书面同意,乙方不得以任何方式向第三方提供由德国大众公司、德国奥迪公司或一汽-大众设计的合同零部件(含备件),按照法律规定乙方可以向第三方供货的除外。

经甲方书面同意由乙方向其他第三方供货时,乙方应参照双方另行约定的方式执行。

Party B shall provide the Contractual Parts for Party A's production and after-sale service according to the supply plan and orders.

Party B shall not provide the Contractual Parts (spare parts included) designed by Volkswagen AG, Audi AG and Party A to any third party without Party A's prior written consent, unless supplying to the third party is in accordance with the law.

Party B shall deliver the parts to a third party according to the agreement by the both Parties when Party B delivering parts to the third party with prior written consent from Party A.

10. 乙方应保证甲方在装配合同零部件的产品生产终止后10年的备件(包括拆散备件)供应。

Party B shall ensure to keep supplying the spare parts (including knock-down parts) for 10 years after the end of production of the Contractual Parts.

第三条 技术更改

Article 3 Technical Modifications and Improvements

1. 甲方应在合同零部件制造过程中及时将技术更改通知乙方,如上述更改使乙方的生产要素发生变化,双方应就技术更改的进程及增加费用的承担等问题通过磋商而达成协议。

Party A shall inform Party B of any technical modification in time in the process of manufacturing of the Contractual Parts. If such modification leads to any change in Party B's production factor, both parties shall discuss about and reach an agreement about the time schedule of the modification, additional expenses and other issues.

2. 如果甲方决定实施技术更改,而乙方继续被甲方确定为更改后的零部件的供应商,则乙方应按甲方更改后的技术要求及双方确认的时间进度制造合同零部件。

If Party A decides to make a technical modification and Party B is still the supplier of the Contractual Parts of Party A, Party B shall manufacture the Contractual Parts according to the modified technology and the time schedule confirmed by both parties.

第四条 产品质量

Article 4 Product Quality

1. 乙方应按甲方提供的有关合同零部件技术文件所列的标准/要求及双方签订的《一汽-大众与供应商质量保证协议》(本合同附件五)所列相关要求提供质量合格的合同零部件。

Party B shall deliver the Contractual Parts according to the technical standard and related requirements for quality assurance and Attachment 5, Quality Assurance Agreement of Contractual Parts between FAW-VW and Suppliers, signed by both parties.

2. 如果甲方对乙方供货产品质量提出异议、以及乙方供货出现质量问

题,或者根据双方约定,甲方需要对合同零部件进行鉴定,乙方应免费向甲方提供生产样件以供鉴定。如果经过鉴定乙方零件符合双方约定的技术标准,则甲方应按照批量采购价格向乙方支付零件费用。

If Party A dissents the quality of the Contractual Parts that provided by Party B, or the quality of the Contractual Parts provided by Party B emerge some problems, or in accordance with the agreement by the both Parties, Party A needs to examine the Contractual Parts, Party B shall provide Party A free samples to be specified by Party A for the purposes of production sample examination. If the Contractual Parts meet the requirements of both parties' technical standards in agreement, Party A shall make the payment in bulk purchasing price.

3. 甲方有权对乙方进行Formel Q供应商质量能力评审/技术审计(TRL)、质量绩效状态开展评价、重新认可,如甲方给予乙方C级评价,在C级评价期间,甲方有权终止乙方后续新产品项目发包,并有权停止乙方批量供货。

Party A has the right to make a Formel Q supplier quality capability evaluation/technical audit (TRL), or evaluate or re-appraise quality performance status for Party B. If Party A gives Party B Grade C upon evaluation, Party A will have the right not to outsource any new product project to Party B subsequently and stop the serial delivery by Party B in the period with Grade C.

4. 如果乙方提供新零件、产品发生更改、生产中断半年以上,或生产场地、生产工艺、材料、分供方等发生了变更,乙方应在发生上述变更前将相关情况根据甲方相应规定向甲方提出申请,在得到甲方的确认/认可后,方可实施变更。对乙方未经甲方认可,私自变更认可状态,甲方有权针对该问题给甲方造成的损失向乙方索赔。

If Party B provides new parts or modified parts, or if its production has stopped for half a year or longer, or the manufacturing place, process, materials and sub-suppliers of Party B have changed, series release to Contractual Parts must be redone by Party A. For such purpose, Party B shall apply to Party A for the above changes in advance, and implement the changes after getting Party A's confirmation. If Party

B changes any status without permission from Party A, Party A will have the right to claim a compensation for losses arising therefrom, if any, from Party B.

5. 由乙方责任造成的合同零部件在预批量阶段、批量阶段及售后阶段发生质量问题,甲方将根据质量问题的严重性采取相应质量控制措施,乙方承担由此产生的费用和损失,甲方有权针对质量问题产生的相应质量风险及损失进行索赔。如:零件挑选、退货的费用;零件试验、认可的费用;导致整车整机返修、车辆滞留、生产停台、缺件下线的经济损失;导致甲方额外的过程监控、促进和质量检验的费用;导致偏差供货的质量损失费用等。

For any disqualified Contractual Parts caused by Party B during pre-series phase, series phase and after-sales services, Party A shall take corresponding measures of quality control according to the seriousness of quality problem, with expenses and losses incurred thereby to be borne by Party B. Party A will have the right to make a claim for the quality risks and losses incurred by the quality problem. Such expenses and losses include but are not limited to: expenses of picking and returning relevant parts; expenses of test and identification for relevant parts; economic losses due to the whole vehicle rework, vehicle stagnating, suspension of production, and any vehicle off line due to lack of relevant parts; expenses of Party A's extra process control, promotion and quality inspection; quality losses due to the deviation of quality.

6. 有关产品质量的其他条款按照甲乙双方签订的《一汽-大众与供应商质量保证协议》(本合同附件五)执行。

Other items related to production quality shall be carried out according to Attachment 5, Quality Assurance Agreement of Contractual Parts between FAW-VW and Suppliers, signed by both parties.

第五条 产品包装

Article 5 Packing

1. 除非另有约定,乙方产品应严格按照甲方所指定或确认的物流方案

(物流器具或包装箱)进行包装。

Unless the Parties have agreed otherwise, the packing of the Contractual Parts shall be in conformity with the logistic plan (logistics equipment or packing boxes) designated or confirmed by Party A.

2. 除非另有约定,用作售后服务备件的合同零部件(含总成拆散备件)应按甲方有关规定另行包装。

Unless otherwise specified in the contract, the Contractual Parts (knock-down parts included), for the use of after-sales service, shall be packed according to the relevant requirements of Party A.

3. 包装应当确保合同零部件在存储及运输过程中完好无损。

The Packing shall be done in such a way as to assure the quality and avoid the damage of the Contractual Parts in transit and storage.

4. 甲方可以协助乙方进行包装箱的返回事宜。

Party A may assist Party B in returning packages.

第六条 交货

Article 6 Terms of Delivery

1. 乙方应利用甲方确定或确认的信息传递手段,按照甲方指定或确认的物流方案(供货方式及运输方式)向甲方供货。

Party B shall use the information transfer method determined or confirmed by Party A and supply the parts for Party A according to the logistic plan (methods of supply and transportation) designated or confirmed by Party A.

2. 在乙方遇到意外情况下,乙方应采取最快的运输方式保证按时交货,以免造成甲方生产线停产。此时乙方应向甲方通知影响交货数量和时间的情况。

Party B shall be responsible for the selection of the fastest way of transportation in case of emergency in order to avoid any delay of delivery and stop of production of Party A. Party B shall inform Party A the situation that affects the delivery quantity and schedule.

3. 乙方负责的合同零部件的运输(含各种托运)应保证安全,因运输造成的合同零部件损坏,乙方应负责退换,并赔偿甲方因此而受到的损失。甲方负责的合同零部件的运输(含各种托运),因运输造成的合同零部件损坏,乙方应协助甲方将因此造成的损失降到最低,由此发生的费用由甲方承担。

The transportation (delegating transportation included) of the Contractual Parts by Party B shall be safe, and any damaged parts due to transit shall be substituted by Party B. Party B shall reimburse the losses suffered by Party A.

If any damaged parts due to the transportation (delegating transportation included) of the Contractual Parts by Party A, Party B should provide possible assistance to Party A to reduce the losses and any expense occurred shall be borne by Party A.

4. 甲方收到乙方来货时,如发现由乙方责任引起的到货不符合供货要求,发生了错装、缺件现象,可要求乙方无偿更换、补齐,甲方由此发生的费用及损失由乙方承担。

In case of mistaken parts and lack of parts occurred after delivery caused by Party B, Party A could ask Party B to replace and supplement with free delivery, and any reasonable expenses and losses occurred shall be borne by Party B.

5. 甲方发现到货中有由乙方责任导致的不符合质量要求的情况,如出现了任何缺陷时,应及时以书面形式通知乙方,乙方收到通知后,应在要求期限内予以修复或更换,并达到质量要求,甲方由此发生的费用及损失由乙方承担。

In case of any defects in the Contractual Parts caused by Party B were found, Party A shall inform Party B on time in written form, Party B shall substitute or rework the faulty parts within the period required by Party A, and any reasonable expenses and losses occurred shall be borne by Party B.

6. 如因乙方责任造成的逾期供货,甲方有权要求乙方赔偿由此给甲方造成的损失。乙方的供货表现将纳入甲方对乙方的绩效评价中。

In case of any delay of delivery caused by Party B, Party A is entitled to require Party B to bear the losses occurred in such case. Party A

shall review Party B's delivery performance and include it in performance evaluation.

7. 如乙方未能按供货计划规定的时间、数量或质量标准及质量要求提供合同零部件,致使甲方不得不采取其他合理措施以减少由此造成的影响,则甲方有权要求乙方赔偿由此而增加的费用以及给甲方造成的损失。

If the failure to meet the requirements of the delivery schedule and the quality and quantity standard is caused by Party B, and the Contractual Parts are not reasonably available from Party B, and such Contractual Parts shall be obtained from another source to minimize the risks, Party A is entitled to require Party B to bear the additional costs and the occurred losses of Party A in such case.

8. 如果乙方供应的合同零部件有质量缺陷,则甲方有权退货并有权停止履行关于此缺陷零件的进一步的供货计划,要求乙方限期整改,必要时,甲方将为乙方整改提供可能的帮助;经甲方验证乙方整改有效及产品合格后,甲方可以同意乙方进一步供货。甲方有权解除乙方因退货或停止供货部分的订单及供货计划,并且不在以后的供货过程中给予补充。

如果甲方生产需要并经甲方同意,乙方应对其供货缺陷产品在甲方开始生产(即加工和装配)之前进行返修或更换;在紧急情况下,甲方可以与乙方协商后自行维修或委托第三方维修;上述由乙方产品缺陷带来的甲方损失由乙方承担。如果乙方供货同一产品同一缺陷再次发生,则甲方有权解除合同且无需承担任何责任。

In case of quality defects of delivery by Party B, Party A shall have the right to return the goods, and Party A shall also be entitled to terminate the further supply of the defect Contractual Parts and ask Party B for improvement within the time limit. Party A should provide possible assistance to Party B in such improvement if necessary. After the parts are approved to be improved and qualified by Party A, Party A may agree Party B to recover the delivery of Contractual Parts. Party A has the right to cancel and not supplement the relevant part of Purchase Order and Supply Disposition, which are returned or terminated.

If it is needed by Party A's production and agreed by Party A, Party

B shall rework or replace the defect parts before Party A starts its production (processing and assembly). When in emergency, reworking could be made by Party A or any third party upon agreement by the two Parties. And all additional expenses occurred by such defect parts shall be borne by Party B. Party A also has the right to claim the reimbursement for the other losses incurred by such defect parts. If Party B's same merchandise is proved defective again, Party A has the right to cancel this Agreement and will bear no responsibility.

9. 如果甲方准备按上述规定就因乙方的责任而造成的甲方损失向乙方提出索赔,甲方应立即把情况通知乙方,并且给予乙方在合理期限内调查所造成的损失的机会。

If Party A intends to claim against Party B according to the above clause of this Article, Party B will be informed promptly and given an opportunity to investigate the losses.

10. 乙方在甲方院内的人员和车辆应遵守甲方的《相关方管理文件汇编》中的各项规定,如果乙方违反此规定,甲方有权按照此规定要求乙方承担相应的违约责任。

When Party B's staff and automobile enter into the Party A's work site, Party B's staff and automobile shall abide the(多余删除) The Management Prescription of External Personnel and Automobile. If Party B violates the Prescription, Party A is entitled to make a disposal according to it and Party B shall be liable for breach of contract.

第七条 价格与支付条件

Article 7 Terms of Payment

1. 甲方应按《价格协议》(本合同附件三)所确定的合同零部件价格向乙方支付货款。

Party A shall pay to Party B a price fixed in the Price Agreement attached to this Agreement as Attachment 3.

2. 甲方鼓励乙方提交并实施优化成本的建议,对由乙方提出时甲方还

未提出且跟踪到的新建议所带来的总成本节约的收益,甲方将根据具体情况和乙方共同分享。

Party A encourages Party B to submit and implement the suggestion of optimizing cost, Party A will share the income from the total cost saving brought by the new suggestion with Party B in accordance with specific conditions , that Party A has not brought forward and tracked.

3. 乙方应在每月根据上个月供货数量向甲方开据符合甲方要求的增值税发票,甲方挂帐后应在60天内付款,货款类型分为期票与现金。货款中期票比例不高于50%,期限不超过180天。

Party B shall every month issue a value-added invoice to Party A which specifies the supply quantity in the preceding month and meets Party A's requirements. Party A shall make a payment by promissory notes or cash within 60 days after relevant monies are on account. In particular, the percentage of promissory notes among the payment for the goods shall not be higher than 50%, and the period thereof shall not exceed 180 days.

4. 在应付款期间,甲方有权对供货内不合格件、缺件、索赔件拒付货款。

In the period of payment, Party A shall be entitled to refuse the payment for unqualified parts, missing parts and the parts with a claim made.

5. 乙方应将其实际银行帐号提供给甲方,除非有甲方事先书面同意,甲方不负有应乙方要求将货款支付给第三方的义务。

Party A shall not be committed to remit any payments to any third party unless prior written consent by Party A. For this purpose, Party B shall provide its bank account number to Party A.

6. 乙方每月供货后开据一次发票,须填写完全,尤其要填明供货计划单号,发票由乙方寄往或直接送往甲方财务控制部。

All invoices showing the number of Supply Disposition shall be issued according to each batch of delivery and mailed or sent directly to Party A's Finance Administration.

7. 为保证能够向用户提供优良的售后服务,甲方在乙方给甲方供应的所有零部件结束批量供货之前六个月预留质量担保金。质量担保金金额按

预留之日前十二个月索赔额的五倍计算,质量担保金预留期为自停止供货之日起之后的三十六个月。质量担保金预留期到期后,如三十六个月的实际索赔款少于预留的质量担保金,甲方在到期的次月将余款付给乙方;如三十六个月的实际索赔款大于预留的质量担保金,甲方有权向乙方索取不足的索赔款。此条款在合同终止后的四十个月内依然适用于甲乙双方。

For the purpose of providing excellent after-sale service to consumers, Party A shall reserve quality warranty fund 6 months before Party B stops the series supply of the parts to Party A. The quality warranty fund shall be five times of the total claims for 12 months before cessation of supply, the reservation period of quality warranty fund shall be 36 months from the date of cessation of supply. After the expiration of the period of quality warranty fund, if the actual claims during the 36 months are less than the quality warranty fund, Party A shall pay back the balance to Party B in the following month; if the actual claims during the 36 months are more than the quality warranty fund, Party A shall have the right to obtain the shortage of claims from Party B. This term shall be still applicable to both sides in 40 months after termination of the Agreement.

第八条 保证

Article 8 Warranty

1. 对于乙方向甲方供应的合同零部件(含备件),乙方应提供质量担保,质量担保期为自销售者向最终用户开具购车发票之日或者零部件更换之日(指用户到一汽-大众服务站修理结算日)起按用途和车型确定如下:

新品牌(新品牌特指大众牌子品牌,一汽-大众第三品牌,以下提到新品牌均适用此注释)系列产品为三十六个月或十万公里(以先到者为准);对于营运车辆为十二个月或十万公里(以先到者为准,只包修,不包退换车);对于公务车辆为三十六个月或十万公里(以先到者为准,只包修,不包退换车)。

售后备件的质量担保期为新品牌系列产品自备件更换之日起(指用户到一汽-大众新品牌授权的服务站修理日)十二个月或十万公里(以先到者为准)。

有关易损件、主要总成和系统的质量保证期按国家的有关规定执行。如有变化,按国家最新规定执行。除非另有约定,如果一汽-大众标准高于国家标准,以一汽-大众标准执行。

Party B shall provide warranty for the Contractual Parts (spare parts included). Warranty commences from the registration date of the purchase invoice issued by the seller to the customer or the date of settlement for installation of changed parts in FAW-VW service stations for a period depending on vehicle usages and models as follow:

Product of New Brand series(New Brand refer to the brand belongs to Volkswagen brand and is the third brand of FAW-VW): 36 months or one hundred thousand kilometers, whichever comes first; Product of public using: 12 months or one hundred thousand kilometers, whichever comes first for repair only but not exchangeable; Product of official using: 36 months or one hundred thousand kilometers, whichever comes first for repair only but not exchangeable.

- For spare parts warranty, Product of New Brand series: the newly up dated regulations (customers change parts in FAW-VW service stations) is 12 months or one hundred thousand kilometers, whichever comes first.

- For the warranty period of easily damaged parts, main assemblies and systems, the respective concerned government stipulations shall be implemented. In any case, the latest updated government regulations shall be implemented. Unless otherwise specified in the contract, If FAW-VW' s standards are higher than the national standards, FAW-VW' s standards shall be implemented.

2. 如果合同零部件出现由乙方责任引起的制造质量缺陷,甲方有权向乙方进行索赔,索赔费用应包括:备件合同零部件价格、备件管理费、运输费、索赔修理工时费、因修理而造成的相关零部件的合理损失费用及国家或地方执法部门的罚款或是起诉甲方/甲方指定的经销商等所产生的费用等。“备件合同零部件价格”是指一汽-大众从乙方直接采购的备件价格(包括批量供货状态的零件及拆散状态的零件)。

如果因为合同零部件质量问题引发甲方的批量质量问题隐患消除活动及汽车产品召回,乙方除了承担上述甲方对乙方的索赔,还应提供充足的维修零部件,保证召回按计划进行,并保证甲方正常生产所需合同零部件供应,所产生的费用由乙方承担。

乙方应建立并保存合同零部件在设计、制造、标识、检验、采购、物流等方面的信息记录,保存期不得少于10年;同时乙方应建立配套的零部件的可追溯性。甲方有权根据需要要求乙方提供该信息记录,乙方应在甲方通知后3个工作日内提供甲方需要的信息和书面证明材料。

如果由于乙方原因导致甲方违反《缺陷汽车产品召回条例》等规定,乙方应配合甲方召回缺陷汽车产品,并承担由此给甲方造成的损失。

如乙方自行获知合同零件可能存在缺陷的,应当立即组织调查分析,并如实向甲方报告调查分析结果。

乙方向甲方提供的配套零部件,应符合《家用汽车产品修理、更换、退货责任规定》(以下简称“三包规定”)的有关规定。如果一汽-大众标准高于国家标准,以一汽-大众标准执行。

乙方向甲方或甲方指定的经销商、服务商提供的维修或更换的零部件应是经甲方检验合格的或与甲方装配线上所使用相同的零部件。

由乙方责任导致的退换车价值损失、三包索赔费用、超期维修补偿等,均由乙方承担。

如果由于乙方责任导致甲方违反“三包规定”,乙方应承担由此给甲方造成的损失。另外,如果出现零部件制造质量缺陷,且由于该缺陷造成其它财产及人身损失,进而导致甲方损失的,甲方有权向乙方进行索赔,乙方应予赔偿。

During the period of warranty, in case of quality defects in the Contractual Parts and other losses resulted from such defects, Party A shall be entitled to claim for such losses against Party B. The expenses paid by Party B for such claim shall include price for the Contractual Parts (spare parts), expenses for the storage of spare parts, transportation, working hour for repairing, and the other reasonable losses on the related parts caused by the repair, the penalties from national or local law enforcement authorities, or the expenses incurred by Party A or dealers

designated by Party A being prosecuted ,etc.. "Price for the Contractual Parts (spare parts)" means the price of FAW- VW purchasing directly from Party B of spare parts (including series delivery status of parts and knockdown parts).

Party B party B shall bear the above-mentioned claim from party A, and shall bear all the expenses of Party A during activities to eliminate potential risk for series quality problems and product recall owing to the quality problems of the Contractual Parts. Party B shall provide sufficient maintenance spare parts to ensure that the recall will be in line with the plan, and ensure the series delivery of Contractual Parts to Party A without affecting the production of Party A.

Party B shall establish and keep records in the design, manufacturing, identification, testing, purchasing, logistics, etc. of Contractual Parts. The preservation period shall be no less than 10 years. At the same time, Party B shall establish traceability of Contractual Parts. Party A has the right to request Party B to provide the records in need. Party B shall provide records and documentary evidence required by Party A within 3 working days after notice by Party A.

If Party B causes Party A to breach the Defective Automobile Products Recall Regulations and other regulations, Party B shall cooperate with Party A to recall defective automobile products, and bear the losses caused thereby to Party A. If FAW-VW's standards are higher than the national standards, FAW-VW's standards shall be implemented.

If Party B finds potential defects of the Contractual Parts, Party B shall immediately organize investigation and analysis, and report analysis result to Party A.

The Contractual Parts that Party B provides to Party A, shall be accordance with The Liability to Repair, Replace and Return Household Auto Products (hereinafter referred to as "Three-guarantee Provisions ")

The spare parts that Party B provides to Party A or to the dealers designated by Party A for repairmen or replacement shall be qualified

parts released by Party A or the same parts used on the assembly line of Party A.

Party B shall bear all the losses for return or replace auto and claim expenses from violating "Three-guarantee Provisions" caused by Party B.

If Party B causes Party A to breach the "Three-guarantee Provisions", Party B shall bear the losses caused to Party A. In addition, if defects found on such parts and/or the losses with the other property and personnel occurred by such defects, Party A shall be entitled to claim for the reimbursement when Party A pays the losses to any third party. Party B shall bear all the expenses of Party A's product recall resulting from the quality problems of the Contractual Parts.

3. 乙方应按照甲方制定的《供应商取件排班表》的取件周期执行取件，如乙方未按照排班表周期取件，甲方有权自行对索赔件进行处理。

甲方根据索赔清单从乙方供货应付货款中扣除索赔款。

Party B shall arrange pick-ups in accordance with the Parts taken schedule of suppliers made by Party A. If Party B fails to schedule the pick-up, Party A shall have the right to deal with the defective parts at its own discretion. Party A shall make deduction as a reimbursement from the payable account to Party B according to the list for claims.

Party A shall make deduction as a reimbursement from the payable account to Party B according to the list for claims.

4. 因非乙方责任造成的质量缺陷，不属保证范围。

Claims are out of the scope of warranty if the defect is not caused by Party B.

第九条 保密

Article 9 Confidential Information

1. 未经甲方事先书面同意，乙方不得向任何第三方透露从甲方得到的任何技术、商业信息以及与本协议有关的内容。

All information relating to this Agreement as well as any technology

and business information obtained by Party B from Party A shall be kept secret and confidential by Party B and shall not be disclosed by Party B to any third party without the prior written consent of Party A.

2. 在乙方向其分供方提供甲方的技术时,乙方须事先获得甲方许可,并要求其分供方同样书面承担保密义务。

When Party B provides the technology of Party A to any sub-supplier, Party B shall seek prior written consent of Party A and subject its sub-suppliers to the same duty of confidentiality in writing.

3. 乙方应以书面形式要求其职工承担相应的保密义务,并经常检查其职工履行保密义务的情况,并对其职工(包括离职的职工)违反保密义务给甲方造成的损害承担赔偿责任。

Party B shall make written request of its employees to keep their job secret and confidential, check their performance of the duty of confidentiality from time to time and be jointly liable for any damages caused to Party A as a result of any breach of the duty of its employees (former employees included).

4. 甲方对乙方提供的有关开发合同零部件的技术应同样承担保密义务。

Party A shall also undertake confidentiality obligations for any of Party B's technologies relating to the development of the Contractual Parts.

5. 乙方及其分供方有权在本合同有效期内使用甲方所提供的技术,这种使用并不产生技术所有权的转移。

Party B and its sub-suppliers have the right to use the technology provided by Party A during the term of this Agreement and only for the purpose of fulfilling the obligations under this Agreement, but such use will not lead to the transfer of the ownership of such technology.

第十条 知识产权、安全、环保、法律法规及社会责任

Article 10 Intellectual Property Rights, Safety, Environmental Protection, Law and Regulation, and Social Responsibilities

1. 在使用甲方提供的模具及工装生产零部件时或甲方未提供模具,但

乙方是按甲方的要求为甲方试制及生产该零部件时,乙方应确保只向甲方供货而不向任何第三方供货(按照法律规定乙方可以向第三方供货的除外,但在此种情况下,乙方需要用书面形式通知甲方关于第三方的公司名称、所供零件名称、零件号等信息)。如果乙方单方面向任何第三方供货,一经甲方发现并经证实,甲方除了向乙方索赔直接损失外,还将向乙方索赔甲方遭受的其他损失,包括但不限于营业损失、预期利益减少或损失、财产损失、费用增加、对第三方承担的赔偿责任和支付责任等;如果乙方的上述行为情节严重或发生三次,则甲方有权收回模具及工装,并解除本合同,而无需承担解除合同的违约责任。

Party B shall not deliver the Contractual Parts to any third party (Except for supplying to the third party, which is in accordance with the law. In such case, Party B shall notify Party A the related information of the third party in written form, such as: the company name, the supplying part name and part number etc.) when Party B manufactures the Contractual Parts with the toolings and fixtures which have been provided by Party A, or when Party B produces according to the technical requirements from Party A. If Party B delivers the Contractual Parts to any third party without Party A's prior consent, Party B shall reimburse Party A the direct losses suffered by Party A as well as other losses suffered by Party A including but not limited to operational losses, decrease or loss of planned gains, property losses, increase of costs and expenses, compensation and/or payment obligations to any third party. If Party B delivers such Contractual Parts to any third party without Party A's prior consent for three times or such delivery leads to a serious consequence, Party A will have the right to get back the molds and toolings and cancel the Contract, with no need to bear the liability for breach of the Contract.

2. 如果使用按本合同条款购买的合同零部件,因乙方的责任而侵犯了任何第三方的知识产权,从而引起第三方提出的任何索赔时,乙方应承担全部责任。

In case of any claim for infringement of rights by any third party

against Intellectual Property Rights and this claim is due to Party B's fault, Party B shall bear all responsibilities.

3. 乙方应确保甲方及其客户不因侵犯上述知识产权而承担任何责任和损失。乙方按甲方所提供的图纸、模型等制造和供应合同零部件时,不知道或不可能知道已侵犯了任何第三方的知识产权,不属此规定。在此情况下,甲方应确保乙方不因第三方提起索赔而受到任何损失。

Party B shall prevent Party A and its customers from any liability and losses arising from the foregoing infringement upon any Intellectual property right, except that Party B does not know or it is improbable for Party B to know the infringement upon any Intellectual property right of a third party, when manufacturing and supplying the Contractual Parts according to the drawings, molds and so on provided by Party A. In such a case, Party A shall prevent Party B from any losses due to the claim made by the third party.

4. 合同双方有义务及时互相通知一切侵权行为或侵权可能性,以便有机会共同或单独处理由任何第三方提出的或向任何第三方提起的诉讼。

The two Parties have the obligations to inform each other of the possibility of infringement, so that both Parties have the opportunity to deal with the lawsuits instituted by any third party or sue any third party.

5. 在甲方提出要求时,乙方应告知甲方与合同零部件有关的知识产权使用情况,不论这些知识产权属乙方所有,还是被许可使用,或是经过转让的知识产权。

When Party A requires, Party B shall inform the uses of intellectual property rights relating to the Contractual Parts whether the property rights belong to Party B or not, or such property right are licensed or transferred from any third party.

6. 甲方在此授权乙方使用甲方有权使用的商标用于按本合同的规定生产、销售合同零部件。德国大众公司、德国奥迪公司及一汽-大众公司的商标只可用于为供应甲方生产或售后服务需要所使用的合同零部件,未经甲方事先书面同意,乙方也不得以任何方式向第三方提供带有德国大众公司、德国奥迪公司及一汽-大众公司商标的零部件。

Party A hereby grants Party B the right to use the trademarks which Party A has the right to use for Party B's manufacturing and sale of the Contractual Parts according to this Agreement. Trademarks of VW, Audi and FAW-VW shall be only used on the Contractual Parts for Party A's production and after-sale service. Party B shall not provide the parts which are attached with the trademarks and /or logos of VW, Audi and FAW-VW to any third party without Party A's prior written consent.

7. 如果任何第三方接受了乙方的委托为乙方加工零部件,且该第三方需使用大众、奥迪及甲方的商标,则这种使用必须取得甲方的书面授权。

If any third party is authorized by Party B to manufacture parts which are attached with the trademarks of VW AG, Audi AG and Party A for Party B, the third party shall obtain the written license from Party A.

8. 乙方在生产及向甲方提供产品或服务的过程中,乙方应遵守国家法律法规标准和甲方就致力于保护环境和安全生产的各项合理要求。

During the process of production by Party B and supplying the products and services to Party A, Party B shall abide by the relevant national laws and regulations, and any reasonable requirements of Party A on environmental protection and safe production.

对材料数据提交、禁限用物质使用和非金属零部件材料标识,乙方应遵守甲方的汽车回收利用(ELV)的要求,具体细则见一汽-大众 IT 系统供应商端。

As for required data and materials, the use of toxic substances and non-metal parts product identifications, Party B shall be in conformity with the ELV(End-of-Life Vehicle) requirements of Party A. Details refer to FAW-VW supplier system. :<https://scp.faw-vw.com>. In case of any update, Party A shall notify Party B timely.)

甲方对乙方在甲方区域的安全生产工作统一协调、管理,定期进行安全检查,对乙方存在的安全事故隐患或发生的安全事故,甲方有权进行处理,包括但不限于督促整改、停工、安全“黑名单”等措施。

Party A shall have the right to coordinate and manage the production safety and carries out regularly safety inspections if Party B works in Party A's areas . Party A has the right to handle potential production safety risks and work accidents of Party B, including but not restricted to supervising and urging risks elimination, shutdown, black lists, etc.

乙方在甲方区域进行生产活动或工作时,乙方应按照中华人民共和国安全生产、职业病防治、消防安全等相关法律法规、标准和甲方安全管理相关文件开展日常安全生产工作,预防事故发生。乙方在甲方区域工作过程中发生生产安全事故、消防安全事故后,应按法律法规要求进行报告、调查、处理,并及时通知甲方。如有违反,由乙方承担违约责任。

Party B must carry out occupational safety activities during the work in the Party A's areas according to the laws and standards in People's Republic of China for production safety, occupational health, fire protection and Party A's safety regulations in order to prevent work accidents. When work accidents or fire happen, Party B shall report, investigate and handle in accordance with laws. Party B must inform Party A in time. Party B shall bear the liability for breach of contract if there is any violation of the provisions.

乙方对其在甲方区域工作的人员负有安全管理责任,并为其缴纳工伤保险。乙方依法将其承担的项目分包给其他单位的,应与其签订安全管理协议,乙方负责其分包单位的安全管理,并承担相应的安全责任。

Party B has the responsibility of occupational safety for the employees working in Party A's areas and should pay for workers' insurance. When Party B allocates the tasks to other organizational units, it should assign the safety agreement with them and undertakes the appropriate responsibility of safety.

由于乙方的违约行为发生安全事故,或造成甲方及第三方人员伤害、经济损失及其他严重后果的,乙方应承担违约责任及赔偿责任,甲方保留追究乙方法律责任的权利。

If Party B's breach of contract causing work accidents or injury of the Party A and other party's persons, economic loss and other serious

consequences, Party B should bear the liability for breach of contract and compensation. Party A reserves the right to investigate and take legal action.

乙方应向甲方提供其通过环境管理体系的认证证书或未来通过环境管理体系认证的进度计划。甲方鼓励乙方 / 供应方贯彻环境管理体系。甲方对通过环境管理体系认证的供应商优先考虑未来项目及供货比例。

Party B shall provide Party A with ISO 14001 Certificate or the schedule for getting the ISO 14001 Certificate. Party A encourages Party B in getting the EMS recognition. Preferences shall be given to those suppliers in getting larger delivery portion or to be considered in the future projects, which has ISO 14001 certificate.

9. 乙方向甲方提供的合同零部件(含备件)需要满足国家和地方相关法律法规的要求。

The contractual parts (including spare parts) provided by Party B must meet the requirements of the relevant national and local laws and regulations.

如乙方提供的合同零部件(含备件)属于国家强制性产品认证要求(CCC认证要求)的,则乙方必须办理相应的国家CCC认证证书,并且按照甲方要求提供相关文件。若该CCC认证证书有任何变更,乙方必须立即告知甲方并向甲方提交最新的证书复印件。

If the contractual parts (including spare parts) provided by Party B belong to national compulsory certification products (CCC certification requirements), then Party B must obtain the relevant national CCC certification and provide relevant documents in accordance with Party A's requirements. Upon any of the changes to the CCC certificate, Party B shall immediately notify Party A and submit the latest copy of the certificate to Party A.

如乙方合同零部件的分供方所提供的货物属于国家强制性产品认证要求的,乙方必须要求其分供方提供国家CCC认证证书,若该CCC认证证书有任何变更,乙方也必须立即告知甲方。

If the products provided by the sub-supplier for the part of the Party

B belong to the national compulsory certification products, Party B shall require the sub-supplier to provide the national CCC certification, and if the CCC certificate has any of the changes, Party B shall inform Party A immediately.

乙方要对其供应的零部件(含备件)的生产标准到当地质监局备案;乙方给甲方提供的备件,应向甲方提供质量合格证和生产许可证,乙方提供的每个备件的最小包装要含有合格证;

Party B shall put the relevant production standards for the supplying part (including spare parts) to be filed in the local Quality Supervising Bureau. As for the spare parts provided by Party B to Party A, Party B shall submit the quality certificate and production license certificate to Party A. The minimum package for each spare part provided by Party B shall be contained in the certificate of conformity;

如乙方由于自身原因未申办相关认证或相关认证失败,或者未能在规定时间完成相关法规认证工作并向甲方提交相关文件,则甲方生产、销售环节因认证缺失或失效可能导致的一切后果,须由乙方负责承担。

If Party B does not apply for the relevant certification or fails to the certification, or fails to complete the certification within required period, as well fails to submit the relevant documents to Party A due to their own reasons, The consequences and losses caused by the certification failure of Party B in production process and sales process of Party A shall be borne by Party B.

10. 乙方应在其业务范围内遵守《一汽-大众对其业务合作伙伴中可持续发展的要求》中有关的社会和环保的要求。乙方应要求其价值链中的供应商也要遵守甲方可持续发展的要求。

In regard of FAW-VW Requirements Regarding Sustainability in Its Relationships with Business Partners Party B complies with social and environmental issues of named document within its own business. Party B is also responsible for the compliance with sustainability requirements from Party A within the value chain of their own business partners respectively their suppliers.

第十一条 违约责任

Article 11 Breaching Obligation

1. 如发生逾期付款,逾期交货等违约行为,违约方应按中国合同法规的规定承担违约责任,即按照合同标的额的30%或者实际损失承担违约责任,以较高者为准。

In case of late payment, late delivery and other acts of default, the default party shall bear the liability for breach of contract in accordance with the regulations of the contract law of China, the default party should pay the higher value in between 30% total turnover of the whole contract and actual loss of the other party.

2. 如合同一方有以下违约行为,则另一方有权解除合同,并要求违约方赔偿其经济损失:

-乙方无故单方面终止合同、中途停止试制、制造或供应合同零部件或未经甲方书面同意将其合同下的权利义务转让给第三方;

-乙方违反第二条第九款规定,向第三方提供合同零部件;

-乙方供货同一产品同一缺陷再次发生;

-任何一方违反第九条保密义务的规定;

-乙方违反第十条的规定,向其他第三方提供了带有德国大众公司、奥迪公司及一汽-大众公司商标及标识的合同零部件;

-甲方无故单方面终止合同、中途拒绝乙方试制、制造或供应合同零部件。

-合同自守约方向另一方发出书面解除合同的通知,违约方收到该通知书之日起解除。

One party shall have the right to terminate the Agreement and to claim for the losses from the breaching party in case that:

- Party B terminates the Agreement without any reasons, ceases to trail manufacture, manufacture and supply the Contractual Parts, or transfers the rights and obligations under the Agreement to a third party without Party A's written consent.

- Party B breaches the stipulation of Clause 9 of Article 2 to provide the Contractual Parts to a third party;

- Party B's same merchandise is proved defective again.

- Any party breaches the stipulation of Article 9.

- Party B breaches the stipulation of Article 10, and supplies the parts which are attached with the trademarks and logos of VW, Audi and FAW-VW to any third party.

- Party A terminates the Agreement without any reasons; refuses to receive the Contractual Parts trail manufactured, manufactured and supplied by Party B.

- The contract will terminate after one party send the termination claimant to the other party and the other party receive the formal termination request and then the contract terminate.

3. 如果乙方违反第二条第九款规定,向第三方提供了合同零部件,或者,乙方违反了第十条的规定,向其他第三方提供了带有德国大众公司、奥迪公司及一汽-大众公司商标及标识的合同零部件,或者,乙方违反了第十四条的规定,在本合同终止后为任何其他第三方提供德国大众公司、德国奥迪公司及一汽-大众公司设计的或带有其商标或标识的零部件,则乙方应承担全部的违约或侵权责任。此种情况下,甲方有权要求乙方予以赔偿。同时,乙方还应向甲方提供与向第三方供货有关的所有信息,包括但不限于该第三方的名称、地址、供货名称和价格以及供货渠道等。

If Party B breaches Article 2.9 for supplying a third party Contractual Parts or Article 10 for supplying a third party Contractual Parts which bear the trademarks and logos of VW, Audi and FAW-VW, or Article 14 for supplying, after the termination of this Agreement, a third party Contractual Parts which bear the trademarks or logos belonging to or designed by VW, Audi and FAW-VW, Party B shall be entirely liable for the breach of contract or the tort. In such cases, Party A is entitled to claim for a compensation against Party B. Meanwhile, Party B shall provide Party A with all the information relating to the third party, including but not limited to its name and address, the Contractual Parts, the price and

the delivery channel.

4. 如果乙方应当承担违约责任,但未另行向甲方支付违约金,则甲方有权从乙方在甲方处的账款中直接扣除。其他已由甲方支出但根据约定或法律规定应由乙方承担的费用,亦按本条规定处理。

If Party B should be liable for any breach of contract, but not yet paid the compensation to Party A, then Party A shall have the right to deduct the same amount from Party B's funds which were kept by Party A. The arrangement under this provision shall apply to any other expenses that have been made by Party A, of which Party B should be liable under this Agreement or under the laws.

第十二条 不可抗力

Article 12 Force Majeure

1. 合同一方因不可抗力未能履行本合同,该方对于不可抗力的影响存续期间无法履行其义务不承担责任,合同双方在其它方面仍受本合同条款的约束,合同双方都应尽最大努力以减轻不可抗力事件造成的损失。

If any party hereto is prevented from executing this Agreement by force majeure, that party shall not be liable for the non-execution of its obligations during the continuance of the force majeure. The suspension of the execution of this Agreement due to force majeure shall be limited to a period of time during which the effects of force majeure continue. The Parties hereto shall do their utmost in order to minimize the consequences of force majeure.

2. 遭受不可抗力的合同一方应立即(不迟于获悉不可抗力后二天)用电子邮件或传真等方式通知合同另一方,并有义务持相关机构开具的合法证明以陈述不可抗力事故及事故持续时间,以及该事故对履行本合同的影响。

The party prevented by force majeure shall notify the other party by E-mail and fax immediately, no later than 2 days after having learned of such force majeure. And that party shall be obliged to prove the cases of

force majeure, end time of the cases of force majeure and its effects to this Agreement.

第十三条 合同语言

Article 13 Contractual Language

本合同用中文和英文制作,双方签署原件一式二份,各执一份。工作文本为中文本,如两个版本发生冲突,以中文版为准。

This Agreement has been concluded by the execution of two copies. Both copies are made in Chinese and English, and each party shall keep one copy. The working version is Chinese. If there is any inconsistency or conflict between English and Chinese versions, the Chinese version shall be the prevailing version.

第十四条 合同期限

Article 14 Terms and Termination

本合同一经双方授权代表签字认可并加盖合同章后即刻生效。合同期限为一年,即 年 月 日至 年 月 日止(合同附件的期限不包括在内)。

This Agreement shall enter into effect upon the signature and Contractual Seal thereof by the authorized representatives of the two Parties, and be valid for a term of one year that is from to (excluding the term of any attachment hereto).

考虑到甲乙双方合作的长期性和稳定性,除非任何一方在合同期满前提前三个月向对方书面提出终止合同,本合同自动延长至下一个日历年。同样,在延长后的下一个日历年期满前提前三个月,如合同任何一方没有书面提出终止合同的要求,则本合同自动延长至第三个日历年,本条款规定的期限延长不受次数限制。

In consideration of the long-term and stable cooperation between both parties, the Contract will be automatically extended to next calen-

dar year, if no party has proposed in writing to terminate the Contract within three month before expiry of the Contract. Also, if no party hereto has proposed in writing to terminate the Contract in writing within three month before expiry of the next calendar year, the Contract will be automatically extended to the third calendar year. There is no restriction to times of extension of the period specified in this clause.

本合同终止后,如双方没有签订新的合同,乙方应同时停止合同零部件的生产并向甲方返还所有技术文件、样品及所有权归甲方的模具和工装等。并且乙方在本合同终止后不得为任何其他第三方提供德国大众公司、德国奥迪公司及一汽-大众公司设计的或带有其商标或标识的零部件。

After the termination of the Agreement and new agreement is not signed by the two Parties, Party B shall terminate the manufacture of the Contractual Parts and return to Party A all technical documentation, samples and toolings of which the property rights belong to Party A accordingly. And Party B shall not supply the parts which are designed by VW, Audi and FAW-VW and/or which are attached with the trademarks and logos of VW, Audi and FAW-VW to any third party after the termination of the Agreement.

第十五条 其他

Article 15 Miscellaneous

1. 合同任何一方未行使本合同条款所享有的权利,均不应视为放弃这一权利,也不应妨碍该方以后行使这一权利。

Failure of either party hereto to exercise any of the rights to which it is entitled under this Agreement shall not be regarded as a waiver of such right and shall not prevent the party from exercising such right at a later date.

2. 如果本合同中任何条款或合同双方商定增加的任何条款无效或失效,则本合同其余部分不应因此而受到影响,合同双方有义务商定在供货效果上尽可能相同的条款来取代无效或失效条款。

In the event that any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall continue in force unaffected. Insofar as a replacement of any such provision is necessary in order to achieve the commercial objective of this Agreement, the Parties hereto shall meet as soon as possible and agree to replace the invalid provisions by new ones, which shall be made legally valid, in the spirit in which this Agreement has been made and to the same economic effects as much as possible.

3. 如乙方股东、董事长、总经理及主要管理人员和技术人员发生变动、乙方的公司名称发生变化,或乙方涉及的重大经济纠纷(或违法案件等)可能影响向甲方供货,乙方应及时通知甲方,并应承担因其发生上述重大事项而给甲方带来的额外费用和相应的法律责任。

If Party B changes the shareholders, chairman, general manager, key management personnel and technical personnel, company name, or involves in major economic disputes(or legal cases), which may affect the supply to Party A, Party B shall promptly notify Party A and bear the additional costs and take the corresponding legal liabilities.

4. 乙方必须保证所提供产品在价格方面有竞争力,甲方有权可以随时在合同零部件的供应市场中进行询价,并且在此期间内乙方要保证供货。

Party B shall guarantee that the price of the Contractual Parts are competitive, and Party A is entitled to send inquiry for the Contractual Parts at any time in the supplying market and Party B has to make sure the delivery as well in that time.

5. 对于《供应商零件供货物流准则》以及本合同提到的相关文件且未列为本合同附件的,请登录一汽-大众 SCP 系统供应商端查阅(网址为:<http://168.168.17.166/>,如果网址有更新,甲方应及时通知乙方。)乙方应每月登录本系统查看相关文件是否有更新,如有更新,按最新的文件执行。

For the relevant documents mentioned in the contract but are not included as attachment, please log in Faw-Volkswagen SCP system. (Details refer to <http://168.168.17.166/>. In case of any update, Party A shall notify Party B timely.) Party B shall monthly log in the system to see if

the relevant documents have any update. If so, contracts shall be performed according to the latest documents.

6. 本合同附件为本合同的组成部分,与本合同具有同等法律效力。

Any attachment of this Agreement is an integral part of this Agreement, has the same legal effect as this Agreement.

| | |
|--------------|---|
| 附件一 | 《双向承诺表》样表 |
| Attachment 1 | Commitment sample |
| 附件二 | 《订单》样表 |
| Attachment 2 | Order sample |
| 附件三 | 《价格协议》样表 |
| Attachment 3 | Price Agreement sample |
| 附件四 | 《一汽-大众汽车有限公司备件订单》样表 |
| Attachment 4 | Spare Parts Order of FAW-VW sample |
| 附件五 | 《一汽-大众与新品牌供应商质量保证协议》样本 |
| Attachment 5 | Quality Assurance Agreement of Contractual Parts between FAW-VW and New Brand Suppliers Sample. |

第十六条 管辖权

Article 16 Jurisdiction

由本合同引起的或与本合同有关的争议均应通过协商或调解来解决。如果协商或调解在三个月内未取得任何合同双方可以接受的结果,则上述争议应通过法院裁决。双方同意与本合同有关的任何诉讼活动都应在甲方所在地法院进行。

Any disputes arising out of or relating to this Agreement shall be settled by negotiation or conciliation. Should such negotiation or conciliation not lead to any result acceptable to either party hereto within three months, these disputes shall be settled by a court judgment. The two Parties agree that such judgment relating to this Agreement could be proceeded at the court of the city where Party A is located.

签订单位(甲方):

一汽-大众汽车有限公司成都分公司

Party A: FAW-Volkswagen

Automotive CO.,LTD.

Chengdu Branch

签订单位(乙方):

Party B(Supplier):

代表人:

Representative:

代表人:

Representative:



进度承诺表 Commitmentblatt

| 里程碑 Milestone | 整车进度 Fahrzeugabgabe-termine | | | |
|---|--------------------------------|-------|---------|--------------|
| | TBT | | CP5/CP7 | |
| | 周KW | 年Jahr | 周KW | 年Jahr |
| 项目 Projekt: [三位码]项目代码 | | | | |
| 零件名称 Umfang: | VFF : | | | |
| 零件号 Teilenummer: | PVS: | | | |
| 供应商 Lieferant: | OS: | | | |
| 批量装车时间(SOP/SOP+1年/SOP+6月/...): | SOP: | | | |
| | | 周KW | 年Jahr | 备注 Bemerkung |
| CSC定厂时间 CSC Nominierung | | | | |
| B认可 B-Freigabe | | | | |
| 模具及工装制造 Erstellung | | | | |
| 模具定厂 Nominierung Werkzeugmacher | | | | |
| 模具设计完成 Ende Wkzg-Konstruktion | | | | |
| 模具制造开始 Beginn Wkzg.-Erstellung | | | | |
| 模具制造完成 Ende Wkzg.-Erstellung | | | | |
| 100%工装可用 100% Beml verfuegbar | | | | |
| 100%检具可用 100% Cuben und Lehren verfuegbar | | | | |
| 做出第1批总成件(试模件)1.Teile ZSB verfuegbar | | | | |
| 优化 Optimierung | | | | |
| 模具到达国产化厂家 Eintreffen Werkzeug lokaler Lieferant | | | | |
| 100%批量生产地工装可用 100% Beml am Serienstandort | | | | |
| 批量生产地第一批总成时间 1. Teile ZSB am Serienstandort | | | | |
| OTS送件日期 Anliefertermin OTS Teile | | | | |
| 产品检验及认可样件 Baumusterpruefung PE | | | | |
| AWE/BMG认可 Baumustergenehmigung(BMG) | | | | |
| OTS认可 OTS Freigabe FAW-VW | | | | |
| 质保检验及认可样件 Bemusterung QA | | | | |
| 质保部首批样件 EMPB(N3)检验完成 EMPB Termin QA(N3) | | | | |
| 质保部批量认可 Serienfreigabe QA | | | | |
| 备注 Bemerkung: | | | | |

*注:进度承诺表条款的选择可依据各专业组特点、零件的难易程度自行调整。

一汽-大众汽车有限公司 FAW-Volkswagen Automotive Co.Ltd: 供应商 Lieferant:

日期 Date:

《零部件采购合同》附件三:

Parts Supply Agreement Attachment 3

价格协议

Price Agreement



一汽-大众
FAW-VOLKSWAGEN

| 序号 No. | 零件号 Part No. | 零件名称 Part Name | 车型 Type | 每车用量 Quantity/Car | 单位 Unit | 出厂价 A-Price(ex-works with Packing) | 销售价(不含增值税) B-Price (excl. V.A.T.) | 一汽-大众支付的模具投 资(不含增值税) Tooling Cost paid by FAW-VW(excl.V.A.T) | 长期降价计划 Long term savings | | | 备注 Remarks |
|-----------|-----------------|-------------------|------------|----------------------|------------|--|--------------------------------------|---|-----------------------------|-----|-----|---------------|
| | | | | | | | | | N+1 | N+2 | N+3 | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | |
| 11 | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | |
| 13 | | | | | | | | | | | | |
| 14 | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | |

注:长期降价计划中的第N年指开始供货年;N+1,N+2,N+3依次后推一年;The "N" in the "Long term savings" means the supply-starting year,N+1 is the next year,and so on

1、上述销售价有效期自 年 月 日 至 年 月 日。The prices shall be effective from to

2、本协议经双方签署后生效,在有效期内,如定价条件发生变化,双方可提出修改。协议到期,如双方均未提出修改,则自动延长。

The Agreement representatives of the Parties hereto sign on it. Amend could be made during the effective period , if price conditions are changed. If either of the both sides does not propose to amend the Agreement when it expires, the Agreement will be expanded automatically.

3、所有协议附件将作为本协议不可分割的一部分。All the attachments of the agreement are part of the price agreement.

供货商

Supplier _____

供货商编号

Supplier No. _____

签字及盖章

Signature & Stamp _____

签字及盖章

Signature & Stamp

Manager

审核 Proofreader

采购员 Buyer

一汽-大众汽车有限公司

FAW-Volkswagen Automotive CO., LTD.

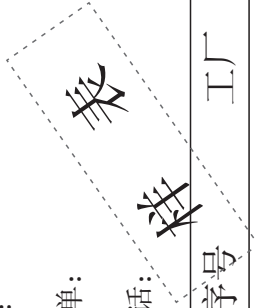
《零部件采购合同》附件四:

Parts Supply Agreement Attachment 4



一汽-大众汽车有限公司备件订单

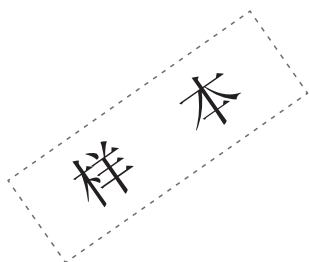
供货商: 供货商名称: _____
 采购订单: 签订日期: _____ 到货日期: _____
 联系电话: 联系传真: _____ 供方签字: _____



| 序号 | 工厂 | 仓库 | 零件号 | 零件名称 | 数量 | 单价 (不含税) | 金额 |
|----|----|----|-----|------|----|----------|----|
|----|----|----|-----|------|----|----------|----|

合计: _____
 计划: _____ 审核: _____ 签字: _____

- 打印人: _____
- 打印时间: _____
- 1、由供货方负责送至一汽-大众销售公司备件部指定地点;
 - 2、订单自生成之日起开始生效,在要求到货日期前送完,按备件新包装标准执行;
 - 3、供货方负责人签字后传真至一汽-大众销售公司备件部相关业务员;
 - 4、FAX:0431-85990540



一汽-大众与新品牌供应商 质量保证协议

FAW - Volkswagen and New

Brand Supplier Quality Assurance Agreement

前 言

Preface

尊敬的供应商伙伴：

Dear Suppliers ,

随着中国汽车市场的高速发展,近年来中国已成为了全球汽车市场的中心之一。在激烈的市场竞争与角逐中,客户要求日益增长,成本压力不断加剧,面对挑战,我们必须共同应对,用可靠的质量使我们的产品获得市场的认可,赢得未来。

With the rapid development of Chinese Auto market, China is becoming one of the centers of world Auto market. Faced with more fierce completion, more customer expectation, increasing cost, only high quality products enable us to be appreciated by customer and finally win the future.

一汽-大众将继续坚持质量至上的企业方针,努力践行创·享高品质的企业宣言,实现最佳的用户满意度与质量。这就要求整条供应链必须能够持续的为客户提供成熟稳定的产品,并确保生产过程稳定可靠,为贯彻零缺陷的质量目标持续改进。

Quality is and always will be the guideline of FAW-VW enterprise culture, and ‘Create and Enjoy High Quality’ declaration will also be performed, to finally reach the satisfactory of customers refer quality. To fulfill ‘0 defects’ goal, a supply chain that able to provide ‘mature products’ and ‘stable production process’ would be necessary.

一汽-大众制订了本版质量协议-《一汽-大众与新品牌供应商质量保证协议(2018.08版)》,对于外协件供应链质量稳定和提升具有重要意义。协议明确了双方在质量领域需要开展的工作内容及对供应商的基本要求,包括:通用规则、项目发包准则、产品诞生过程中与供应商的合作、批量生产质量保证措施(含售后与备件)等内容,该协议是《零部件采购合同》的附件,受到法律约束。

<FAW-Volkswagen and New Brand Supplier Quality Assurance Agreement(Version: 2018.08)> means great significance to the improving of purchasing parts supply chain. The protocol clarified the responsibilities of QA and SU, which includes general rules, CSC/CS rules, the corporation with suppliers in the process of PEP, quality assurance in serial production measure(after sales and spare parts are included) etc. This protocol is the attachment of <Parts procurement contract>, which is in bondage to the law.

《一汽-大众与新品牌供应商质量保证协议》相关要求是一汽-大众在质量领域与供应商开展合作的基础,在遵循开放交流、诚信合作的基本原则下,供应商有义务严格遵守本协议相关要求,并确保相关要求落实到其供应链中。

<FAW - Volkswagen and New Brand Supplier Quality Assurance Agreement> is the guideline of the cooperation refer quality between FAW-VW and suppliers, which is conducted by the rules of open and credibility. Suppliers should obey this protocol strictly and fulfill their responsible in the supply chain.

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0. 引言 Introduction

0.1 通用规则 Common Rules

本协议是一套有约束性的文件,是《零部件采购合同》附件,一级供应商在报价的时候需要考虑本协议内容。供应商在进行下级发包时,有义务转告本协议相关的标准和客户要求,并且保障其下级供应商对本协议进行参考和落实。

This agreement is a set of binding documents, is the Attachment of the Part Supply Agreement. The Tier 1 supplier must take the contents of this agreement into consideration when quoting. The supplier is obligated to inform their sub-suppliers the standards and customer requirements described in this agreement, and also to ensure that the sub-suppliers are referencing and implementing this agreement.

本协议旨在确保外协件(包括售后备件)供货质量,规定了供应商在产品前期质量开发、认可、批量生产供货、直至售后质量保证全过程中的要求和职责。本协议系《零部件采购合同》的附件五。

The purpose of this agreement is to ensure the quality of purchased parts (including aftermarket spare parts), and to define the requirements and responsibilities of the supplier in the process of early product quality development, approval, Serial Delivery and aftermarket quality assurance. This agreement is Attachment 5 of the “Part Supply Agreement”.

0.2 相关文件 Related documents

供应商在发包之前获取各个版本有效的文件。

Suppliers should get valid versions of the following documents before Outsourcing.

- 1) 零件图纸 Parts drawings
- 2) 任务书(如需要) Mission Statement (if required)
- 3) 各个产品相关的技术供货规定(TL), VW 标准以及检验规定(PV)
Technical Provisions (TL), VW Standards and Inspection Regulations (PV) for each product.
- 4) 法律法规和法律要求 Law, regulations and legal requirements

5) Formel Q 质量能力(质量能力评定准则&SPASS) Formel Q (Quality Capability Assessment Criteria & SPASS)

6) IATF 16949

7) 汽车工业联合会丛, VDA 丛书(网站 www.vda-qmc.de) 见相关文件 For Automotive Industry Consortium Series, VDA (www.vda-qmc.de), please see related documents

1. 项目发包准则 Project Outsourcing Guidelines

1.1 预选供应商评价要素 The Evaluation Factors of Pre-Selected Supplier

在项目发包前需要对参与项目的预选供应商进行质保评价, 评价由质量能力、项目绩效、批量绩效、售后续效以及质量技术要求(QTR)五个评价要素构成。

Before outsourcing the project, FAW-Volkswagen Quality Assurance will evaluate the participated pre-selected supplier. The evaluation consists of five elements: Quality Capability, Ramp-up Performance, Series Performance, Aftersales Performance and QTR.

1.2 供应商的发包准则 Supplier nomination guidelines

针对预选供应商提供的参与项目的生产场地进行评价。下列五项中的任何一项评价为C, 则该预选供应商不能被定点。

When evaluating the production site of the participated pre-selected supplier, if any of the following items is evaluated as C, the pre-selected supplier cannot be designated.

1.2.1 质量能力 Quality Capability

一汽-大众成都分公司质量保证部依据 Formel Q 对预选供应商进行质量能力评审(VA), 结果小于86分的预选供应商, 评价为C。一汽-大众批准的新建生产场地, 按第一次承接项目时的承诺执行评价。

FAW-Volkswagen Chengdu Branch Quality Assurance will conduct the Quality Capability Assessment (VA) on the pre-selected supplier in accordance with Formel Q. And if the result is less than 86, the pre-selected supplier will be evaluated as C. For new production site of bulk supplier, the supplier will be evaluated as a brand new supplier.

1.2.2 项目绩效 Ramp-up Performance

一汽-大众成都分公司质量保证部依据预选供应商的项目绩效进行评价,对于三级风险供应商,评价为C。

FAW-Volkswagen Chengdu Branch Quality Assurance will evaluate the pre-selected supplier base on their Ramp-up Performance. For Tier 3 risk suppliers, the evaluation will be C.

1.2.3 批量绩效 Series Performance

一汽-大众成都分公司质量保证部依据预选供应商的供货绩效进行评价,对于三级风险供应商,以及C警告供应商评价为C。

FAW-Volkswagen Chengdu Branch Quality Assurance will evaluate the pre-selected supplier base on their Series Performance. For Tier 3 risk suppliers and C-warning suppliers, the evaluation will be C.

1.2.4 售后续效 After-sale Performance

一汽-大众成都分公司质量保证部依据预选供应商的售后续效进行评价,对于三级风险供应商,以及C警告供应商评价为C。

FAW-Volkswagen Chengdu Branch Quality Assurance will evaluate the pre-selected supplier base on their After-sale Performance. For Tier 3 risk suppliers and C-warning suppliers, the evaluation will be C.

1.2.5 质量技术要求 QTR

一汽-大众成都分公司质量保证部依据预选供应商提供的QTR进行评价,QTR为红灯的预选供应商,评价为C。

FAW-Volkswagen Chengdu Branch Quality Assurance will evaluate the pre-selected supplier base on QTR. For the rot result suppliers, the evaluation will be C.

1.3 模块或总成系统零部件供应商的要求 Requirements for module or assembly system components supplier

1.3.1 模块或总成系统供货零件的认可 Approval for module or assembly system components

乙方必须按照甲方的相关格式要求,对模块或总成系统供货零件提供完整的首批样件检验报告。这份首批样件检验报告应该包含模块或总成系统中所有分总成零件的认可结果。对构成模块或总成系统的分零部件,由

乙方自行采购的,除对这些分零部件进行认可外,还必须对模块或总成系统供货零件的总成特性进行认可。对于模块或总成系统零件中,由甲方提供的或定点的分零部件,认可由甲方负责,并在模块或总成系统进行首批样件检验报告前及时向模块或总成系统供应商提供相应的报告。模块或总成系统供货零件供应商有责任和义务确保所有使用的分零部件包括甲方发包的分零部件已获得认可。

Party B shall provide the complete First Batch Sample Inspection Report on the supplied module or assembly system in the relevant format required by Party A. The First Sample Inspection Report shall contain all sub-assemblies in the module or assembly system. For the integral parts in the module or assembly system purchased by Party B, in addition to approve these parts, the assembly characteristics of the supplied module or assembly system must also be approved. If the integral parts are provided or outsourced by Party A, Party A shall be responsible for part approval and providing the corresponding report to the module or assembly system supplier in time before the First Batch Sample Inspection Report of the module or assembly system is complete. Module or assembly system supplier has the responsibility and obligation to ensure that all integral parts, including the integral parts outsourced by Party A, have been approved.

1.3.2 批量供货责任 Serial Delivery responsibility

模块或总成系统供货零件供应商对所有的分总成或零件的产品质量负责,无论这些分总成或零件是由甲方负责定点的或者是由乙方自己负责定点确认的。

The supplier of module or assembly systems is responsible for the quality of all integral parts or parts, whether the integral parts or parts are outsourced by Party A or Party B.

2. 产品诞生过程中与供应商的合作 Cooperation with suppliers in the product birth process

2.1 SPASS(供应商零件加速小组工作模式)SPASS(Supplier Parts Acceler-

ating Sets)

乙方负责按照大众集团 Formel Q 的要求,制定新零件质量提高计划,相应的 SPASS 计划及最新结果状态报告应按照项目工作时间节点要求,主动提交。对进行中的不符合项,乙方有责任和义务进行促进及整改。

Party B shall be responsible for formulating the New Parts Quality Improvement Plan in accordance with Formel Q. Party B shall take the initiative to submit the corresponding plan and the latest status report in accordance with the working time node of the project. For the non-conforming issues, Party B has the responsibility and obligation to carry out promotion and rectification.

2.2 首批样件认可 EMPB

首批样件是完全用批量生产设备,在批量生产条件下制造出来的零件(EM)。

The First Batch Sample (EM) is the part manufactured entirely in Batch-Manufacturing equipment and Batch-Manufacturing conditions.

以下情况下,甲方需要进行首批样件认可:

In the following circumstances, Party A needs to approve the First Batch Samples:

- 1)新零件/产品更改 New parts or modified parts
- 2)新的供货厂商 New suppliers
- 3)技术要求更改 Technical requirements change
- 4)生产条件更改 Manufacturing conditions change
- 5)新的生产场地 New production sites

6)生产长期中断,超过 12 个月 Production is interrupted for more than 12 months

- 7)新的二次以下配套厂 New sub-suppliers

乙方案针对以上各项有变化需求,必须提前通知,在得到许可后根据要求提供首批样件以及相关检验资料进行认可,这些要求同样适用于分供方。

Party B needs to notify Party A in advance in the above circumstances, and provide the First Batch Samples and the relevant inspection reports for approval. And these requirements also apply to sub-suppliers.

乙方在提供首批样件时(用相同模具生产时,每个模具都应提供样件;一模多腔时,每一腔都应提供样件),必须按照要求,提供完整的首批样件检验报告以及相关文件。

When providing the First Batch Samples, Party B shall, as required, provide the First Batch Sample Inspection Reports and the relevant documents. (When using the same molds, the samples should be provided by each mold; when one mold has multiple cavities, the samples should be provided by each cavity.)

所提供的首批样件,乙方原则上需完成首批样件自检,合格后方可送样。

Before Party B provides the First Batch Samples, they should complete and pass the first batch sample self-test in principle.

首批样件3分的零件可以被允许有条件的(限时/限量)投入试生产,乙方必须提交3分零件的改进措施和计划,并在双方商定的期限内达到1分,并对整改完成后的零件重新提交批量样品进行认可。

If the First Batch Samples are evaluated as 3, these samples can be used in conditional test production (with limited time and quantity). Party B shall submit the improvement measures, plans, and the samples after rectification. And Party B shall ensure the parts reach 1 within the agreed period.

从首次生产零件到批量认可这一过程中,乙方有责任和义务,按照预批量零件的质量证明规定对零件进行标识,制定相应的零件履历表并进行跟踪,零件每次供货都应附入这些资料直至批量生产启动。零件状态发生改变时,例如模具修改、设备变更、材料优化等状况时零件履历表要进行更新,并及时提供给甲方。

In the progress of manufacturing parts for the first time to serial delivery approval, Party B has the responsibility and the obligation, in accordance with the quality certificate requirements of the pre-series parts, to identify and track the parts by formulating the Part Resume. For each delivery, the related documents should be provided with the parts until serial delivery starts. When part status changes, such as mold modifica-

tion, equipment change, material optimization and others, the parts resume should be updated and promptly provided to Party A.

2.3 多阶段两日生产验收 Multi-2TP Acceptance

甲方有权将根据项目进度对乙方开展多阶段两日生产验收(Multi-2TP, 以下简称“2TP”)。甲方进行2TP验收前,乙方应保证内部2TP验收合格,并与甲方负责人协商确定2TP验收时间,以保证2TP验收通过;针对验收过程中的不合格项,乙方必须制定详细的整改计划并落实,如需再次验收,甲方按照与乙方约定的时间重新验收。

Party A has the right to carry out Two-Day Production Acceptance (Multi-2TP) for Party B according to the progress of the project. Party B shall pass their internal 2TP acceptance before formal 2TP by Party A, and determine the acceptance time in consultation with Party A's person in charge, to ensure the 2TP acceptance passes. For the non-conformities in the acceptance process, Party B must develop a detailed plan for rectification and implementation. Party A and Party B shall negotiate time for re-acceptance.

2.3.1 供应商质量能力评审(SOP)Supplier Quality Capability Assessment (SOP)

对于新产品组,新的工艺,新的生产线,甲方将根据项目进度对乙方的生产过程进行质量能力评审。审核结果必须是B级及以上,乙方才能得到批量认可。

For new product group, new manufacturing process, new production line, in accordance with the progress of the project, Party A will conduct the Quality Capability Assessment on the manufacturing process. The assessment results must be B-level and above to get the Serial Delivery Approval.

2.3.2 试装 Assembly

甲方在外协件批量认可前组织试装,乙方有义务对甲方提出的试装不合格项进行整改,以保证零件满足整车匹配需求。

Party A will organize Assembly Test before the Serial Delivery Approval,. Party B is obligated to optimize the unqualified items proposed

by Party A in order to ensure the parts match with the whole vehicle requirements.

3. 批量生产质量保证措施 Batch–Manufacturing quality assurance measures

3.1 批量供货产品质量证明文件和存档要求 Product quality certification and archive requirements of Serial Delivery

乙方在批量认可时必须完成《产品型式试验报告》，并在批量生产前提交甲方批准，在批量供货时必须每年主动通过外协件质量管理体系(PPQM，以下简称“PPQM”)提供相应的计划及检验结果。乙方在生产过程控制中，需制定来料质量控制计划并实施。乙方必须将供货零件的检验报告、审核报告和型式试验报告存档，不含 D/TLD 特性要求的零件供货检验报告保存至少三年，含有 D/TLD 特性要求的零件检验报告保存至少十五年，乙方有义务在甲方需要时提供相应批量供货产品质量证明文件。

Party B shall complete the "Product Type Test Report" before Serial Delivery Approval and submit it to Party A for approval prior to Batch-Manufacturing. In serial delivery, Party B shall proactively provide the corresponding test plan and results through the Quality Management System (PPQM). When implementing the manufacturing process control, Party B needs to develop quality control plans for sub-supplies and implements them.

Party B shall keep the inspection reports, assessment reports and type test reports of the supplied parts. For the parts that do not have the D / TLD characteristics, the inspection reports of the parts should be saved for at least 3 years. For the parts that do have the D / TLD characteristics, the inspection reports of the parts should be saved for at least 15 years. Party B is obligated to provide the corresponding product quality certification documents when Party A requires them.

3.2 可追溯性 Traceability

乙方从首批生产零件到产品 EOP 整个过程，其零件都要满足甲方可追溯要求。为此，乙方需要建立健全产品可追溯系统，确保所提供的产品具有

可追溯性。具体要求如下：

- BZD零件:保证精确追溯
 - TLD零件:保证批次追溯(最低要求:实现“班次”追溯)
 - 其它零件:保证批次追溯(最低要求:实现“天“追溯)
- 甲方有权根据零件特性调整零件的追溯等级。

Throughout the whole process of First Batch Production to the End of Production (EOP), the part shall meet Party A's requirements of traceability. In order to achieve this, Party B needs to establish a sound product traceability system to ensure that the supplied products are traceable. Specific requirements are as follows:

- BZD parts: Accurately traceable
- TLD parts: Charge traceable (minimum requirement: by shift)
- Other parts: Charge traceable (minimum requirement: by day)

Party A has the right to adjust the traceability grade of parts according to the characteristics of parts.

3.3 产品安全, 产品责任 Product safety, product liability

在使用合同零部件的情况下,乙方或分供方为安装在最终产品上的外协件承担主要生产责任。因此,乙方应采取一切措施,提高其或其分供方所制造的零件的产品安全性,并将产品责任的风险降到最低。

In the case of the use of Contractual Parts, Party B or its sub-suppliers assume the major manufacturing responsibilities of the installed supplied parts on the final product. Therefore, Party B shall take all measures to increase the product safety of the parts manufactured by itself or its sub-suppliers and minimize the risk of product liability.

乙方确保并约束其分供方做到：

Party B shall ensure and bind its sub-suppliers to achieve the followings:

- 整个企业具备显著的质量意识。
- 在开发组件时保证要求的产品安全性。
- 在QTR给予产品安全性以特别的重视。
- 可以保证并证明生产过程的质量能力。

●通过必要的批量生产中的质量保证措施将出现缺陷产品的可能性降到最低。

●通过相应措施(减少费用/增值的浪费)在早期确保在生产流程中及时发现缺陷产品。

●将质量数据和法律要求的符合性测试形成详细文件,以便证明产品的制造与法律和安全标准相一致。

●按照甲方产品安全责任人(以下简称“PSB”)工作要求开展相关检查工作,并及时反馈检查结果。

●使用材料追溯体系,以便在需要的情况下能够界定所出现的缺陷的影响。

●在“产品安全和产品责任”方面向责任员工提供详细的信息和培训。

●要求所有分供方使用与“Formel Q-质量协议”等类似的等同于验收方要求的系统。

●为供应链的每个阶段任命一名PSB。应将第一级PSB填入PPQM信息系统中的联系人。该内容应随时保持最新,并保证PSB为甲方培训并认可人员。

●有耐久性特殊要求的部件应当满足原厂零件供应商手册中规定的专用标识要求。

●满足VOC散发性能和气味要求。

●The entire enterprise has a significant sense of quality.

●Ensure the required product safety when developing components.

●Give special attention to product safety in QTR.

●Guarantee and prove the quality capability of the production process.

●Minimize the possibility of defective products by the necessary quality assurance measures in Batch-Manufacturing.

●Ensure early detection of defective products in the production process by appropriate measures (reduce cost or added-value waste).

●Document all quality data and legal requirements, in order to demonstrate that the product is manufactured in accordance with legal and safety standards.

- Carry out the relevant inspection work and promptly feedback the inspection results, in accordance with the requirements from Party A PSB.

- Use material traceability system to define the effects of defects when necessary.

- Provide detailed information and training to relevant employees on "Product Safety and Product Liability".

- Require all sub-suppliers to use systems similar to the Formel Q-Quality Agreement.

- Appoint a Product Safety Responsible Person (PSB) for each stage of the supply chain. The first-level Product Safety Responsible Person (PSB) should be filled in to the contact in the PPQM System. This information should be up-to-date at all times and ensure the PSB is trained and approved by Party A.

- Parts with special requirements for durability shall meet the special marking requirements specified in the original parts supplier manual.

- Meet the VOC emission and odor requirements.

3.4 内部审核 Internal review

为评价和改善企业部门的质量能力,乙方必须按照 IATF 16949 和“Formel Q 质量能力”/“Formel Q 质量能力软件”定期进行内部审核。

此外,乙方必须按照“Formel Q 质量能力”对标记为“D 件”的产品范围每年至少进行 1 次 D/TLD 自审。D/TLD 审核的结果至少应保存 15 年。

乙方需保证批量供货产品每个月至少完成一次产品审核。

甲方有权随时进行过程审核和产品审核。

To evaluate and improve the quality capabilities, Party B must conduct internal quality assessment on a regular basis in accordance with IATF 16949 and "Formel Q Quality Capabilities" / "Formel Q Quality Capabilities Software".

In addition, Party B must perform at least 1 D / TLD self-assessment per year for products marked "D" in accordance with “Formel Q Quality Capability”. The results of the D / TLD assessment should be kept for at

least 15 years.

Party B must perform at least 1 Product Assessment per month for Bulk supply products.

Party A has the right to carry out Process Assessment and Product Assessment at any time.

3.5 控制环 Control loop

3.5.1 投诉处理 Complaint handling

乙方批量供货零件必须严格按照甲方批量供货认可时要求的检测手段和检验频次进行检测,并有责任和义务采取主动质量保证措施,确保所供零件满足甲方质量要求。乙方供货零件被确认存在缺陷,甲方将根据不同情况采取挑选使用(包括引入第三方挑选)、封存、索赔、停止供货等措施。缺陷发生后,乙方必须立刻采取有效措施进行整改,主动消除缺陷零件所造成的影响。

Party B must perform tests on the parts, in strict accordance with the Serial Delivery Approval required means of testing and the required inspection frequency. And Party B has the responsibility and obligation to take the initiative to apply quality measures in order to ensure the parts meet the quality requirements. If the defects are confirmed in the supplied parts, according to the distinct conditions, Party A shall take measures such as selecting (including introducing a third party for selection), sealing up, claiming and stopping the supply. After the occurrence of defects, Party B must immediately take effective measures to carry out rectification and take the initiative to eliminate the impact caused by defective parts.

乙方必须针对生产质量问题及零件缺陷进行分析,并按照甲方要求制定并提交问题分析、风险评估、整改措施及效果验证等报告至PPQM,并切实采取行动落实措施,确保问题不再重复发生。

Party B shall analyze the manufacturing quality problems and parts defects, and in accordance with the requirements of Party A, formulate and submit the problem analysis, risk assessments, corrective measures and verification of effectiveness to PPQM, and take effective measures

to ensure that the problems will not repeat.

3.5.2 早期预警 Early Warnings

乙方从投诉处理中获得关于产品问题的重要早期预警信息。乙方应按如下方式执行:

Party B obtains the important early warning information about the product problems from complaint handling. Party B shall carry out as follows:

1、当发现乙方产品出现明显缺陷或偏差时,乙方必须及时通知甲方质量保证部门。当竞争对手类似的产品出现缺陷时,照此办理。

Party B shall promptly notify Party A's Quality Assurance department when it finds any obvious defect or deviation. When a competitor has a defect in a similar product, Party B shall do so as well.

2、乙方合同零部件出现零公里质量抱怨时,乙方必须立即将备查信息提交甲方进行验收,避免缺陷零件流入到最终客户。另外,乙方应定期及时地整理和评估零公里缺陷情况和零公里外协件索赔情况方面的质量信息。

When Party B receives complains about the zero-mile quality of Contractual Parts, Party B shall submit the information to Party A for inspection and acceptance immediately to prevent the defective parts from flowing to the final customers. In addition, Party B should regularly and promptly collate and evaluate the quality information of zero-mile defects and ppm aspects.

3、为及早识别售后故障问题,乙方必须派出售后代表参与到相应的缺陷分析和消除过程。对于新投产以及市场中具有 100%通报义务的故障零件,乙方需到现场参与缺陷消除过程。

For early identification of after-sales problems, Party B must send after-sales representatives to participate in the corresponding defect analysis and elimination process. For new production and the fault parts that have 100% notification requirement in the market, Party B must participate in the defect elimination process to the scene.

3.5.3 自主售后观察义务和通报义务 Obligations: Independent after-sales observation and notification

乙方在其产品观察义务框架内,自行对其投放市场的产品进行市场观察,并且将可以转达的信息通知甲方。如果乙方同类产品在全球范围内出现异常,如导致召回或存在召回风险,那么乙方需要立即通知甲方。

Party B shall, within the framework of its product observation obligations, initiatively conduct market observation on the products it has placed on the market, and inform Party A the information that can be conveyed. If Party B's products are abnormal globally, such as leading to recall or there exists risks of recall, Party B shall notify Party A immediately.

针对售后市场存在的重点质量问题,乙方应主动提升售后分析能力,及时开展质量分析,制定质量改进提高计划,有效落实质量改进措施并进行长期跟踪,确保甲方售后千台车故障率的逐年下降,同时乙方需承担由于自身原因造成的一切售后损失、责任;

For the significant aftermarket quality problems, Party B should take the initiative to enhance its after-sales analysis capability, promptly carry out quality analysis, develop quality improvement plan, effectively implement quality improvement measures and long-term follow-up, in order to ensure that Party A's aftermarket defects rate (per thousand cars) declines every year. At the same time, Party B shall bear all the after-sales losses and liabilities caused by its own reasons .

针对售后市场突发问题,乙方在确认问题后,2周内给出分析结果,4周内完成整改措施落实;

For the unexpected problems in the aftermarket, after confirming the problem, Party B shall give the analysis results within 2 weeks, complete the rectification and implement measures within 4 weeks.

针对售后市场其它索赔问题,乙方需主动登陆甲方PPQM“一件一分析”系统,获取售后索赔信息,持续开展售后“一件一分析”工作,及时领取索赔零件,提升售后质量能力,按要求定期向PPQM系统上传分析报告。

For other aftermarket claims, Party B shall take the initiative to visit the Party A's PPQM "One Analysis" system, obtain after-sale claim information, continue to carry out after-sale "One Analysis" work, timely claim parts, improve after-sale quality capability, and upload the analysis re-

ports to the PPQM system regularly.

3.6 持续改进过程(KVP)Continuous Improvement process

乙方必须按照 IATF 16949 对过程进行持续的改进并提供证据。此外,乙方应通过采取适当的措施减少其内部的废品率和返工率。在甲方要求时向其提供这些信息。

Party B shall continually improve their process in accordance with IATF 16949 and provide evidence. In addition, Party B shall adopt appropriate measures to reduce its internal reject rate and rework rate, and provide such information when Party A requires it.

3.7 变更管理 Change Management

乙方有义务,对在其过程链(生产场地,生产过程,供货链)中的更改进行之前通知甲方,并且取得甲方相关部门(采购部、技术开发部、质量保证部)的许可,甲方以书面形式通知乙方是否需要质量能力评审和重新零件认可等工作。违反此约定将视为私自变更,针对新品牌新项目的零件,甲方将会暂停向乙方进行发包,期限为甲方告知乙方违反约定之日起一年的时间。

Party B is obligated to inform Party A the changes in its process chain (production site, production process, supply chain) and obtain the approval from the relevant departments (Supply, Engineering, Quality Assurance) of Party A (approved from the regular meeting of vendor adjustment). Party A shall notify Party B in writing whether Party B needs the Quality Capability Assessment and re-approval of parts or not. Against this item will be considered as a private change, when it comes to parts of new projects of new brand, Party A will pause the new contracts to Party B. And the time limit is one year(from the time of Party A informs Party B)

3.8 批量模具的质量管理 Quality management of batch molds

在批量生产阶段,乙方负责制定其模具的日常维护保养计划,并有效实施,同时负责根据发包产量进行模具的寿命管理,并根据产品质量状态提前做好二套模具的重开及认可工作。甲方有权对乙方模具(包括二套模具)的质量管理进行监控,乙方有责任和义务配合甲方的监控管理,反映真实情况并针对监控中发现的不合格项,按照甲方要求开展整改,因乙方维护保养不

当导致模具损坏或提前报废,影响产品质量和生产,乙方承担相应责任。

In the Batch-Manufacturing, Party B is responsible for formulate the maintenance plan of its mold and effectively implement. At the same time, Party B is responsible for the mold life management according to order quantity and does the re-open and re-approves work of the second set of mold in advance. Party A shall have the right to monitor the quality management of Party B's molds (including second sets of molds). Party B has the responsibility and obligation to cooperate with Party A's supervision and management to reflect the real situation and carry out rectification according to Party A's requirements. Any affection of product quality or production due to mold damage or early retirement, which are due to Party B's improper maintenance, Party B shall bear the corresponding responsibility.

3.9 重复认证 Repeat authentication

为保证质量,乙方应当按照 IATF 16949 和 VDA 手册“稳健生产过程”(第 5.3.4 节)定期对其供货范围进行重复认证。如果重复认证内容与上述文件中的规定有所偏差,应由乙方和甲方协商确定。甲方有权要求至少每五年进行一次完整的重复认证。如果存在与此不同的规定,可与甲方书面商定。

In order to ensure quality, Party B shall repeat its scope of supply on a regular basis in accordance with IATF 16949 and VDA Handbook "Robust Production Processes" (Section 5.3.4). If the duplicate certification contents and the provisions of the above documents have deviations, Party B should negotiate with Party A. Party A has the right to require a complete repeat authentication at least once every five years. If there are different provisions, Party B can negotiate with Party A, with written agreement.

3.10 经验教训 Lessons Learned

应当将以前以及目前进行的项目(例如售后缺陷、零公里缺陷情况、项目开展等)中的经验反馈,作为“经验教训”用于新项目/新开发,并根据以前的指标,对可量化的减少程度进行证实。

Feedback from prior and ongoing projects (e.g. after-market deficiencies, zero-mile deficiencies, project development, etc.) should be used as "lessons learned" for new projects / new developments, and based on previous indicators, confirm the quantifiable degree of reduction.

3.11 供应商技术审计 TRL

甲方开展 TRL(请见“Formel Q 质量能力”)的目标:

- 1) 确保实现各项特定零部件的要求
- 2) 检查批量生产现场和所有其他质保工作
- 3) 检查纠正措施的有效性,验证协商确定的质量管理标准

甲方保留随时进行 TRL 的权利。在实施 TRL 之前的工作日进行通知。

使用红绿灯颜色符号对 TRL 结果进行评估。红灯将导致在“风险批量供应商”计划中被定为 2 级,乙方最高管理层将被要求与甲方中负责 TRL 的质量人员进行短期质量会谈,在会议中决定是否定为 C 级。

The objectives of the TRL carried out by Party A (see Formel Q Quality Capability):

- 1) Achieve the requests of specific parts
- 2) Check the Batch-Manufacturing site and all other quality assurance works
- 3) Check the effectiveness of corrective actions and verify the agreed quality management standards

Party A reserves the right to carry out TRL at any time. Notification will be given on the working days prior to the implementation of TRL.

Traffic light color is used to symbolize the TRL results. A red light will result in Level 2 in the "Risk Bulk Supplier" program. Party B's top management will be required to conduct a short-term quality meeting with the person in charge of TRL at Party A's Quality Assurance department. The meeting will decide whether Party B will be evaluated as C-Level or not.

3.12 供应商质量促进 Supplier quality promotion

为解决甲方面临的外协件重难点质量问题,提升乙方内部过程质量能力以及质量绩效表现,甲方外协件质量管理部门联合各部门开展乙方内部

分析以及质量促进工作。乙方应在质量促进项目中提供必要的人员、资源支持以保障促进工作的顺利实施。

为了保证乙方质量问题的有效解决、内部生产过程的稳定以及实现降低质量成本及生产成本等目标,在促进方案中可能会包括但不限于以下的促进工具:如问题分析解决(FAP),价值流分析(VSM),技术专家支持(TAD),产品奥迪特(Audit),不合格品控制,全员设备维护保养(TPM),目视化、标准化作业(5S),快速换模(SMED),拉动生产(JIT)等。乙方应对这些质量/生产工具自主开展学习。

In order to solve the quality problems faced by Party A, to improve the internal process quality capability of the supplier and the quality performance of the supplier at FAW- Volkswagen, the FAW- Volkswagen Quality Assurance Purchased Parts department will unite the relevant departments to develop the supplier internal analytical work and quality promotion work. Party B shall provide the necessary personnel and resources in the quality promotion project to guarantee a smooth implementation of the promotion work.

In order to effectively solve Party B's quality problems, achieve stability of the internal production process, and achieve the objectives of reducing the quality costs and production costs, the promotion program may include (but not limited to) the following facilitation tools: Problem Analysis and Resolution (FAP) , Value Stream Analysis(VSM), Technical Expert Support (TAD), Product Audit, Non-conforming Product Control, Total Equipment Maintenance (TPM), Visualization, Standardization (5S), Quick Mold Change (SMED), pull production (JIT) and so on. Party B should undertake these learning activities of quality / production tools independently.

3.13“风险批量供方”计划"Risk Series Supplier" Program

如果出现与质量要求严重不符的情况,甲方相关质量保证部门将把该乙方纳入“风险批量供方”计划。风险供应商定级规则如下:

0 级: 供应商存在问题

1 级: 供应商未成功解决问题

2级：供应商需要外部援助以保障供货能力，情节严重给予C警告

3级：供应商不能胜任保障产品质量，定为C级（否决风险管控期间的新产品项目发包）

If there is a serious discrepancy with the quality requirements, the relevant quality assurance department of Party A will incorporate Party B into the "risk series supplier" program. The rating rules for risk suppliers are as follows:

Level 0: There are problems existing with the supplier

Level 1: The supplier did not successfully resolve the problems

Level 2: The supplier requires external assistance to assure supply capability. If the situation is significant enough, Party B will be given a C-level warning.

Level 3: The supplier cannot guarantee the quality of the product (deny new product project contract during risk control)

乙方如果被纳入“风险批量供方”计划应落实如下工作：

0级：供应商存在质量问题，必须给出具体措施，在规定期限内独立解决问题。

1级：如果问题在规定期限内未得到解决，供应商应该被升级到1级。

2级：如果采取的措施仍然无法彻底解决质量问题并且供应商在没有外部帮助下无法解决质量问题，供应商应该被升级到2级。

3级：如果2级措施未能有效解决问题，该供应商可被升级到3级，并将质量绩效等级降级为C。在C级绩效评价期间，根据问题严重程度及实际风险情况，该供应商所在整个集团，或发生问题相关场地，或发生问题材料组不再发包新产品。

一般来说，风险供应商定级从0级开始，但也可根据问题严重程度直接定级到1-3级。

If Party B is incorporated in the "risk series supplier" program, the following tasks should be implemented:

Level 0: Supplier quality problems, must give specific measures to solve the problem independently within the specified period.

Level 1: If the problem is not solved within the specified time limit,

the supplier should be upgraded to level 1.

Level 2: The supplier should be upgraded to Level 2 if the quality problem is still not completely solved and the supplier is unable to solve the problem without external help.

Level 3: If Level 2 measures fail to solve the problem effectively, the supplier can be upgraded to Level 3 and the quality performance level downgraded to C. During the C-level performance evaluation period, according to the severity of the problem and the actual risk situation, in the whole group which the supplier located, or the problem-related venues, or the problem material group will no longer be contracted for new products.

Generally speaking, risk suppliers are graded from level 0, but they can also be graded directly from level 1 to 3 depending on the severity of the problem.

3.14 供应商质量绩效指标 Supplier Quality Performance Indicators

甲方针对乙方质量绩效开展管理。乙方质量绩效指标项目绩效、批量绩效和售后续效。

甲方每年组织与乙方签订《XXXX年度一汽-大众供应商外协件质量目标》(见附件),乙方需主动采取措施确保年度质量目标完成。甲方有权利对乙方质量绩效情况进行考核通报,并对质量绩效未达标供应商开展相关管理。

Party A shall manage the quality performance of Party B. The quality performance indicators of Party B mean the ramp-up performance, series performance and after sales performance.

Party A shall sign the Attachment “Annual Supplier Quality Goal” with Party B every year. Party B shall take initiative to take measures to ensure the completion of Annual Quality Goal.

Party A has the right to assess and circulate notifications of the quality performance of Party B, and carry out the relevant measures for those suppliers who do not achieve the quality performance.

甲方:一汽-大众汽车有限公司
成都分公司

乙方(供应商):
总经理

年 月 日

年 月 日

附件:

20XX年度一汽-大众供应商外协件质量目标



表

| 序号 | 零件号 | 零件名称 | 车型 | 0-Km质量改进 | | | 售后质量改进 | | 备注 |
|----|-----|------|----|----------|---------|-----------|----------|--|----|
| | | | | 索赔率PPM值 | 质量问题目标值 | AUDIT目标点数 | 千台车故障索赔率 | | |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
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| 10 | | | | | | | | | |

供应商:

一汽-大众成都分公司外协件质保科

质量负责人:

审核:

批准: