

General Procurement Agreement
通用采购协议

by and between
 在如下双方签定

Vendor name

Address:
 地址:

- Hereinafter referred to as "SUPPLIER" -
 如下简称“供应商”

also in the name of and on behalf of subsidiaries in which the SUPPLIER directly or
 indirectly has a majority stake
 同样适用于供应商的直接或间接控股子公司

and
 和

Roechling Automotive Parts (Kunshan) Co., Ltd.
 劳士领汽车配件（昆山）有限公司

**Address: No.18 Shansong Road, KunshanNew&Hi Tech Industrial
 Development Zone, Jiangsu Province 215316, P.R. China**
 地址: 江苏省昆山市高新区山淞路 18 号邮编 215316

- hereinafter referred to as "RAP"
 如下简称“劳士领”

also in the name of and on behalf of subsidiaries in which RÖCHLING directly or
 indirectly has a majority stake (see Appendix 1)
 同样适用于劳士领的直接或间接控股子公司（见附件 1）

- hereinafter alone or collectively referred to as "the PARTY" and "the PARTIES" -
 - 上述任意一方以下又称“合同方”，二者并称“合同双方”

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Preamble 序言

RAP has concluded this <General Procurement Agreement>_(hereafter referred to as “GPA”) with the SUPPLIER who supply the CONTRACT PRODUCT.

劳士领与供应商签订此“通用采购协议”(以下简称“GPA”)，供应商为劳士领供应的协议产品。

This GPA covers all CONTRACT PRODUCTS between the two parties including the CONTRACT PRODUCTS which agreed before this GPA validation and the CONTRACT PRODUCTS after this GPA validation.

本 GPA 涵盖合同双方所有协议产品包括本 GPA 生效前的和生效后的协议产品。

This GPA covers & protects all nomination letters/ contract/ Schedule Agreement / orders /QA agreement / Logistic agreements which are used for business between both parties.

本 GPA 涵盖和保护合同双方所有应用于业务所签署的提名信、合同、计划协议、订单、质量合同、物流合同等。

1. Description of CONTRACT PRODUCT 协议产品的描述:

CONTRACT PRODUCT includes products or components which are supplied by the SUPPLIER with or without RAP feed of drawing &SPEC, subcontracted products or components which are partly manufactured or supplied raw material by RAP to SUPPLIER and finally finished by SUPPLIER and delivered to RAP, and services provided by the SUPPLIER.

协议产品包括：由供应商提供的产品或零部件（无论是否有劳士领提供图纸和标准支持），劳士领已经部分加工或供应原材料的最终由供应商完成成品并提供给劳士领的外协品或外协零部件，供应商提供的服务。

Specific CONTRACT PRODUCT data (content, price, quantity, specific requirement etc) will be defined by Nomination Letter, Schedule Agreement, order or contract. And the nomination letter, Schedule Agreement, order, or service contract will be concluded as supplements and appendixes to this GPA, hence be governed by this GPA.

具体的产品信息（内容，价格，数量，特殊要求等）由“提名信”、计划协议、订单、或协议定义。提名信、计划协议、订单和协议作为本 GPA 补充和附件并受本 GPA 约束。

2. Pricing provisions 价格条款

The price mentioned in nomination letter or contract between RAP and SUPPLIER is valid during the whole mass production. All design and/or cost changes base on the price will be negotiated, controlled by a mutually agreed cost change process and a consensus reached on price. It is SUPPLIER’s responsibility to track and report design/cost changes before implementation. SUPPLIER is not authorized to execute any design change without the prior written approval of RAP Purchasing Department. Spare parts delivered 3 years after end of mass production phase will be charged at the serial price applicable in the last full fiscal year of mass production. After this period, spare part pricing will be same or less than final serial price.

劳士领与供应商在提名信或协议中达成的价格约定在整个量产周期内有效。如有任何设计和/或成本的更改导致需要价格变更都要通过协商，由双方同意的成本变化程序控制，以达成对价格的共识。在实施之前，供应商负责跟踪和汇报设计/成本更改。在未得到劳士领采购部的批准之前，供应商无权执行任何设计更改。在批量生产结束后的三年内，供应的备件将按照批量生产最后一财政年的标准价格计算。在此阶段之后，备件价格不高于批量生产最后一会计年度准价格。

Terms of Payment 付款条款： 90 days upon RAP's receipt and confirmation for the invoice. SUPPLIER can only issue invoice after part incoming quality checking and stockin. Invoice content must meet RAP’s requirement. 劳士领收到且确认发票日期起 90 天。供应商只有在来料检验合格并且入库后向劳士领开具发票。发票内容符合劳士领规范要求。

A brief payment term agreement will be attachment of this GAP in case of improvement between both parties in the future.

一旦付款条款有改进，双方需要签署一份简明的付款条件协议并作为本协议附件。

The SUPPLIER confirms that the program mentioned in nomination letter is based on RAP OEM/OES Customer demand and business award. If the demand or business award change, RAP has the right to cancel or postpone the PROGRAM, and to withdraw from any contracts or orders relating to the relative CONTRACT PRODUCT.

供应商确认，提名信上提及的项目是基于主机厂/原供供应商等劳士领的客户需求，如其需求发生变化，劳士领有权将此项目取消或推迟，并可撤销任何相关产品的合同及订单。

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The CONTRACT PRODCUT quantity in nomination letter is only a forecast, the actual quantity is according to RAP purchase orders.

提名信上协议产品数量仅为预测, 具体交付数量以劳士领采购订单为准。

When SUPPLIER needs RAP to invest tools (including gauge etc.) for CONTRACT PRODUCT, RAP owns the tools. In case the tool cost is amortized into CONTRACT PRODUCT and before the agreed quantity RAP needs to transfer the tools, RAP will pay the rest cost of tools. RAP only pay for the first tools of the one PRODUCT, the SUPPLIER should undertake the additional tools. If necessary, RAP will sign specific mold contract or order with SUPPLIER to describe mold items in detail and works as Appendix of this GPA.

当供应商需要劳士领为协议产品投资模具(包括检具等), 劳士领拥有模具所有权。如果模具成本摊销在协议产品上且在未达到摊销数量前, 劳士领需要将模具转移, 劳士领公司须提前支付尚未摊销的模具费用。劳士领只承担产品的首套模具费用, 后续模具费用由供应商自行承担。如有必要, 劳士领将与供应商签署特定的模具协议或订单以详细描述模具条款并作为本 GPA 附件。

RAP shall reserve the right to conduct one or several cost and/or value analyses (CVA) or other productivity programs at the SUPPLIER's site at any time during the contract term in close cooperation with the SUPPLIER.

通过与供应商密切配合, 在合同期内的任何时间, 劳士领保留到供应商工厂进行一个或多个成本和/或价值分析(CVA)或其他产能项目评估的权力。

Should the PARTIES in the course of such a program mutually establish and agree on new prices for the contractual scope of CONTRACT PRODUCT, based on a detailed cost breakdown, and new price agreement confirmed by both PARTIES in written, the new price shall then automatically replace the old price.

对合同范围内的协议产品, 若双方共同协商确立了新的价格, 基于详细的成本分析及双方对新价格的书面协议, 新价格应自动的代替原先约定的价格。

3. Delivery Lead-times 发货时间

SUPPLIER has confirmed lead-time of 4 weeks. "Lead-time" marks the maximum time period between the purchase order arriving SUPPLIER and delivery to the specified RAP location.

供应商承诺的交货期为 4 周。“交货期”表示从劳士领的订单到达供应商开始, 到供应商发货至劳士领指定地点的最长期限。

RAP is entitled to withdraw from relative orders by giving written notice in the case that SUPPLIER fails to meet the agreed quality or quantity in the performance and fails to make effective remedy within 5work-days following the receipt of a respective written notice.

若供应商未达到商定的质量或数量要求, 并且不能在收到劳士领书面通知后的 5 个工作日内予以做出有效补救, 劳士领有权通过书面通知的方式撤销相关采购订单。

4. Capacity Reservation 产能预留

The SUPPLIER guarantees the capacity reservation for RAP's demand of qualified parts during the whole PROGRAM lifetime. Especially for mass production, the SUPPLIER must reserve the capacity according to the volumes estimated in the nomination letter and RAP logistic notice late on, and ensure a minimum production capacity which can fulfill 1.3 times the forecasted volumes. Simultaneously SUPPLIER must also reserve capacity for the start-up of new products. The final reservation of capacity depends on the rolling forecast given to SUPPLIER by RAP Logistics Department. SUPPLIER has to inform RAP in written within 2 workdays since the SUPPLIER realizes that the forecast volumes will be above the capacity.

供应商保证有足够的产能以实现本项目生命周期内劳士领对合格产品的数量需求。特别是对于批量生产, 供应商须根据提名信预计所需的产量和劳士领物流部门后续需求来预留足够的产能, 确保最低产能将可满足相当于预测数量的 1.3 倍的供货。同时, 供应商还承诺具备启动新产品的产能。最终产能的预留取决于由劳士领物流部门提供的滚动预测。当供应商意识到该预测数量将会超过自身产能的时, 应在 2 个工作日内以书面形式通知劳士领。

5. Receiving Inspection by RAP 劳士领的收货检验

RAP will inspect only with regard to the type, quantity of visible package, and externally visible damage of package on the arrival of the CONTRACT PRODUCTS. SUPPLIER will not be released from the responsibilities of quantity and quality because of RAP's confirmation on the receipt. If defects are noticed during the previously mentioned examination on arrival, assembly, further production and/or in RAPOEM/OES Customer and the terminal user's place, the SUPPLIER will be informed of them immediately in written and must undertake relative responsibility according to the guarantee period and scope.

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协议产品到达劳士领工厂后，劳士领将仅就其类别、可见包装数量及外部可见的包装破损进行检验。供应商将不会因劳士领在货物签收单上的确认而被免除其对产品数量和质量责任。若该协议产品在到货后进行的检验、装配、再生产及/或主机厂/原供供应商等劳士领的客户或最终用户处被发现不合格，供应商将被立即以书面形式通知，并须按其产品的质保期限和范围承担责任。

6. Life Cycle Coverage 生命周期的涵盖

The SUPPLIER agrees to deliver CONTRACT PRODUCTS and replacement parts for the duration of the mass production and an additional period of 15 years after the end of the mass production of RAP's PROGRAM. Any modification to this obligation must be specified in a <General Quality Agreement> signed between SUPPLIER and RAP.

供应商同意提供该项目批量生产期间所需的协议产品及在批量生产结束后 15 年内所需备件。对于此项义务如有任何更改，须由供应商与劳士领在另行签订的通用质量协议中详细规定。

7. Competition 竞争

The CONTRACT PRODUCTS offered by SUPPLIER must be in line with comparable products of competitors in technology, quality and price.

供应商提供的协议产品必须与供应商竞争对手的具可比性同类产品和技术、质量和价格上保持同一水平。

If receive the OEM/OES customer's direction, RAP will seek competitive quotations for the CONTRACT PRODUCT, and send price decrease demand to SUPPLIER in written. The SUPPLIER will have 14 days to match competitive quotation or show RAP with adequate and reasonable evidence to justify why the competitive price cannot be met. If RAP's OEM/OES customer rejects the evidence, RAP has the right to withdraw the GPA and all the relative attachments & orders with the SUPPLIER, the SUPPLIER should return the tools to RAP and undertake all the relative loss caused by the rescission of this GPA.

若得到主机厂/原供供应商客户的指令，劳士领将搜集有竞争力的报价并向供应商提出书面降价需求。供应商在收到该需求后应在 14 天内调整产品价格或有竞争力的报价，或提供充分证据证明无法达到有竞争力的价格的合理性。若劳士领的客户拒绝接受这些证据和理由，劳士领有权解除本协议及依附于本协议的相关附件及订单，供应商则应将模具归还劳士领，并自行承担合同解除所造成的一切损失。

8. Quality 质量

8.1 Quality System 质量系统

SUPPLIER shall maintain a quality system according to the standards stated in the <Supplier_Quality Agreement> (here after referred to as "SQA")

供应商应该根据与劳士领另行签订的“供应商质量协议”中的标准来持续保证质量体系。

The_SQA and the commonly agreed addendums are part of the_GPA. The SUPPLIER is obligated to comply with the requirements set forth in these documents.

供应商质量协议和共同商定的附录，是本 GPA 的一部分。供应商有义务遵循这些文件中的要求。

SUPPLIER guarantees RAP a complete visibility of the device development and any modifications (eg. for design, technology, time schedule, test program, specification, etc.).

供应商已向劳士领保证完全具备设备开发和技术更改的可实现性（如设计、技术、时间进度、测试程序、规格等）。

SUPPLIER shall inform RAP of all technical problems of the CONTRACT PRODUCT, failures and non-expected behaviors. SUPPLIER shall support RAP to solve the related problems for RAP applications.

供应商应在履约期间告知劳士领所有协议产品的技术问题，失效及意料之外的情况。供应商支持劳士领解决其应用上的相关问题。

The CONTRACT PRODUCT must meet with the existing and future SQA between RAP and the SUPPLIER. 协议产品必须满足由劳士领与供应商签订的现存和将来的“供应商质量协议”。

Additional specific requirements of RAP may apply, such as, SUPPLIER should offer RAP relative environment protection material data according to RAP requirement, and execute obligations of environment protection requested in national and international standards, regulations and laws and by RAP's OEM customer. In case the Products provided by SUPPLIER related to electron, it must not contain the forbidden material stated in ROHS-the Restriction of the use of certain hazardous substances in electrical and electronic equipment.

劳士领特殊要求同样适用，如：按劳士领要求提供环保方面的相关材料信息，确保履行国家及国际标准、法律和规章及劳士领 OEM 客户环保规定的各项义务。若供应商提供的产品涉及电子电器类产品，则其中不能含有《电气、电子设备中限制使用某些有害物质指令》中规定的限制使用的物质。

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8.2 Quality Improvement Plan 质量改进计划

If the quality results fail to meet with RAP requirement, and remain without improvement or fail to reach an agreed quality level for more than 3 months, RAP is entitled to request SUPPLIER to set up a "Quality Improvement Plan" (hereinafter referred to as QIP) based on the following guidelines:

如果供应商产品质量不符合约定质量要求，且超过 3 个月未得到有效改进或未达到约定质量水平，劳士领有权要求供应商建立基于以下准则的质量改进计划(以下简称 QIP):

The QIP defines the required improvements for the SUPPLIER / CONTRACT PRODUCT/ component. The plan should include an indicator for the quality level (e.g. incident level, ppm-level) and a target to be reached within 3 months.

质量改进计划要定义对供应商/协议产品/部件要求的改进。此计划应包含一项质量水平的指标（例如事故级别，PPM 级别），以及在 3 个月内应实现的目标。

For those CONTRACT PRODUCTS/components (e.g. Part_number), where SUPPLIER does not achieve the agreed quality level, RAP has the right to charge the SUPPLIER 4 % of the sales volume of the respective CONTRACT PRODUCT of the respective month as a penalty.

供应商提供协议产品/部件（如零件号）如并没有达到约定的质量水平，劳士领有权在其该月协议产品的销售金额中处以 4%的罚款。

In case the PARTIES have to agree on a 2nd QIP within 24 months, RAP has the right to extend the SUPPLIER's penalty to 4% of the SUPPLIER's overall yearly sales volume.

若在 24 个月内，协议双方不得不达成为期第二轮的质量改进计划，劳士领有权将供应商罚款提高到年销售金额的 4%。

Once the SUPPLIER achieves the agreed quality level for 3 consecutive months, the penalties paid by the SUPPLIER in the past will be reimbursed.

一旦供应商连续 3 个月达到约定的质量水平，前一次的罚款将会被退还。

After achieving 6 consecutive months the agreed quality level, the Quality Improvement Plan will end.

在连续 6 个月达到商定的质量水平后，质量改进计划将会终止。

If the SUPPLIER does not show improvements within 6 months or does not achieve the agreed quality level within 12 months, the SUPPLIER has no right to request penalties return, and RAP is entitled to terminate this agreement and related individual contracts based on this agreement, and shift any significant shares of the volume to a second source.

若供应商在 6 个月内未显示出改进，或在 12 个月内未达到约定的质量水平，已扣除的罚款供应商无权要求归还且劳士领有权解除本协议及根据本协议之目的订立的其他合同，并转让采购份额给其他供应商。

8.3 Simplified delivery process of defective CONTRACT PRODUCTS and quality incidents caused by SUPPLIER

由供应商导致的协议产品的缺陷交付及质量事故的简化处理流程

Due to the increasing administrative costs for defective CONTRACT PRODUCTS, the PARTIES agree to the following simplified process for reimbursement of costs caused by defective CONTRACT PRODUCTS (Simplified Process)

基于对有缺陷的协议产品导致的管理成本增加，双方同意遵循以下简化流程来解决由缺陷产品导致的费用赔偿（简化程序）

RAP may apply this Simplified Process to any incident described in this <SOURCING AGREEMENT>.

对于在本协议中描述的各种质量事故，劳士领可以选择使用此简化程序。

An incident is any disturbance of the processes of RAP or its customers, created by SUPPLIER or its products:

事故是指由供应商或其产品造成的劳士领或者其客户生产过程受到的干扰，如：

- A non-conformance related to the component specification (e.g. drawing, environmental specification,...)
不符合零件自身的技术要求（如图纸、环境规范等）
- a delay or error in delivery which leads to disturbances in RAP manufacturing plant
延迟或错误发货导致劳士领工厂的生产受到干扰
- a PPM/ Quality level over committed target

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- PPM 值/质量水平已超出承诺的目标值
- a non-satisfying response to a complaint (e.g. no response in time, no efficient corrective action,..)
对于问题抱怨的不令人满意的回复（如无及时回复、无有效的纠正措施等）
- a rejected PPAP/ ISIR past due caused by the SUPPLIER
由于供应商原因导致的 PPAP 不合格/ISIR 延期
- a deviation request by a SUPPLIER after component review
在部件审核后由供应商提出的偏差要求。

For any of these incidents a complaint will be issued and an 8D Report with defined corrective actions, as defined by the RAP representative, is required.

针对任何以上事故，劳士领将会向供应商抱怨，并有权要求其开出阐明了纠正措施的 8D 报告。

An incident will have a financial impact according to the cost matrix specified below:

根据以下成本矩阵中的具体阐述，质量事故将会产生财务影响：

Cost Matrix:成本矩阵

Non-Conformance-Costs 不符合成本

	Delivery 发货	Factory 工厂	OEM 主机厂	Field 最终用户
Administration costs 管理费	2000.00CNY	2000.00CNY	2000.00CNY	2000.00CNY
Analysis 分析	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生 I	Actual 根据实际产生
Handling 操作	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生
Transport 运输	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生
Repair 修理	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生
Sorting 分选	Actual 根据实际产生	Actual 根据实际产生	Actual 根据实际产生	--
Part Cost 零件成本	ActualPart costs 实际零件成本	ActualPart costs 实际零件成本	ActualPart costs 实际零件成本	ActualPart costs 实际零件成本
Product Costs 产品成本		Variable*1 变量	OEM Charges 主机厂费用	OEM Charges 主机厂费用

*1 Up to 100% of product cost 最高为 100% 产品成本

After the occurrence of an incident that will require additional effort or actions (e.g. Analysis, Handling, etc.), RAP will issue a Quality Notification to the SUPPLIER.

事故发生后，若需采取额外的措施或行动(如分析、处理等)，劳士领将向供应商发出《质量通知单》。

Upon final completion of the Non-Conformance-Case, RAP should issue a Charge Back Report stating the Non-Conformance-Costs of RAP to the SUPPLIER. SUPPLIER should feedback to the report within 5 working days. In case the SUPPLIER fails to respond in time, the report will deemed to be accepted by the SUPPLIER, and RAP has the right to deduct the costs specified in the report. If the overall Non-Conformance-Cost for the incident is below ¥5000CNY, RAP will automatically debit the costs from coming payment to the SUPPLIER, and no need of SUPPLIER's respond.

待此不合格事件最终结束后，劳士领应向供应商发出《索赔报告》，标明此次不合格事件使劳士领遭受的损失。供应商应在收到报告后有 5 个工作日内做出回应。若供应商未及时回复，此报告将被视为被供应商接受，劳士领有权按照报告中的索赔金额在应付给供应商的货款中扣除。若此不合格事件造成的损失的费用低于 5000 元人民币，劳士领有权在通知供应商后自行按照损失的费用从即将付给供应商的货款中扣除，而无须等待供应商的回应。

These costs and flat rates are only to recover RAP Non-Conformance-Costs, and are neither punitive nor profit generating.

此项索赔仅为补偿劳士领在事故中损失的费用，不以惩罚或盈利为目的。

9. Warranty and Liability/质量保证及责任

9.1Warranty/质量保证

SUPPLIER expressly warrants that all CONTRACT PRODUCTS and work shall conform to and satisfy the

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drawings, specifications and samples or other descriptions furnished, specified or approved by RAP as well as applicable safety and environmental rules or regulations from time to time in force in the countries where CONTRACT PRODUCTS or vehicles equipped with CONTRACT PRODUCTS are to be sold or used ("Relevant countries"), including those of EU/EFTA, NAFTA and APAC, and shall be of merchantable quality of good material and workmanship, free from defects and in accordance with the provisions of separate QUALITY AGREEMENTS. If CONTRACT PRODUCTS are designed by or on behalf of SUPPLIER, or are in accordance with SUPPLIER specification, which may internally utilize third party's designs, SUPPLIER expressly warrants that the total design content shall be free from defects and that all CONTRACT PRODUCTS made in accordance with such design shall be fit and sufficient for the purpose(s) intended by RAP, even if such design is approved by RAP, cannot decrease or release SUPPLIER's responsibilities.

供应商明确保证所有协议产品及工艺均符合劳士领规定或批准的图纸、技术要求和样件，或其他后续要求；并符合协议产品销售/使用国，或装配协议产品的汽车销售/使用国的现行适用安全环境法律法规，包括欧盟、欧洲自由贸易地区、大西洋自由贸易区以及 APAC。并且采用优质的原材料及生产工艺，没有缺陷，符合质量协议的相关条款。若协议产品由供应商设计或代为设计，或符合供应商技术要求（供应商可以内部使用第三方设计），供应商明确保证所有设计内容没有缺陷，根据此设计生产的所有协议产品符合并且完全能够满足劳士领的意图，即使该设计由劳士领认可，亦不减轻或免除供应商的责任。

9.2 Warranty Period /质量保证期限

The warranty period ends:/ 质保期限截至

- I. 34 months after reception of the CONTRACT PRODUCTS by RAP (valid for Service/After Market);
劳士领接收该协议产品后 34 个月（适用于服务/售后市场）
- II. 60 months after the date of the first registration of a vehicle or driving 150,000kmeters (the earlier matched one will be served as norm), in which any CONTRACT PRODUCTS is incorporated by RAP customer.
装配于劳士领客户整车上的协议产品，首次注册后 60 个月或 15 万公里（先到为准）。

In case applicable mandatory legal requirements (e.g. for emission or safety related products) exceed the warranty periods specified above, the legal requirements period shall apply.

若任何适用的强制性法规要求的质保期限超过上述期限，应采用该法规的期限。

9.3 Procedure of Warranty/质量保证程序

If defective CONTRACT PRODUCTS are delivered, the SUPPLIER may before the Start of Production (SOP) to sort out and replace them, but RAP is entitled to reject this handling. In case the SUPPLIER is unable to accomplish the afore-stated or if the SUPPLIER does not conform with it immediately, RAP is entitled to rescind the INDIVIDUAL ORDER to this extend and return the CONTRACT PRODUCTS at the SUPPLIER'S risk and cost. In urgent cases, RAP may, after consultation with the SUPPLIER, accomplish the rework by itself or by a third party. Any costs resulting therefore shall be borne by the SUPPLIER. In case the same CONTRACT PRODUCTS are repeatedly supplied in a defective condition, RAP has the right to rescind some or all INDIVIDUAL ORDERS also the respect to the CONTRACT PRODUCTS not yet supplied if, after notification, the SUPPLIER has again delivered defective CONTRACT PRODUCTS.

若供应商供应了有缺陷的协议产品，供应商可在批量生产开始前挑拣出不合格品并进行替换，但劳士领有权拒绝。若供应商没有能力完成上述规程或未立即执行，劳士领有权解除此范围的订单并将该协议产品退还给供应商，风险和损失应由供应商承担。在紧急情况下，劳士领可以在与供应商协商后自行返工或委托第三方返工该产品。由此产生的任何费用均由供应商承担。同一协议产品重复出现相同质量问题，劳士领有权取消部分或全部订单。若在通知供应商后，供应商仍然供应有缺陷的协议产品，劳士领有权取消后续尚未交货的协议产品订单。

9.4 Costs of Warranty /质量保证成本

SUPPLIER shall reimburse RAP for all verifiable costs, expenses and losses incurred in or incident to the sorting, inspection, replacement, repair, store, disposal and/or reshipment of defective CONTRACT PRODUCTS, and/or PRODUCTS and costs being subject to a serial defect campaign or a recall campaign whether incurred by itself or through a third party. In case of any such event RAP will inform SUPPLIER as soon as possible; the PARTIES shall make best efforts to minimize the damage and costs arising in the context of a serial defect or a recall campaign.

对于由劳士领或任何第三方发起的批量缺陷事故或召回事故，所产生挑选、检查、替换、维修、存储、处置和/或重新装运该协议产品所产生的有可变成本、费用及损失，供应商应对劳士领进行赔偿。若发生此类事件，劳士领应尽快通知供应商；双方尽最大努力减少上述批量缺陷或召回带来损失和费用。

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9.5 Use of environmentally favorable Contract Products and Processes

采用环保的协议产品及程序

Within the range of the economic and technical possibilities, SUPPLIER shall deliver environmentally favorable CONTRACT PRODUCTS and use respective processes available for its deliveries and services as well as in subcontractor deliveries or in the additional services of third parties. The SUPPLIER shall be liable for the compatibility with the environment of CONTRACT PRODUCTS and packing materials as well as for all direct and indirect damages caused by violation of legal obligations to ensure proper waste management within his production process. If requested by RAP, the SUPPLIER shall issue a Certificate of Inspection for the delivered goods.

供应商应在经济和技术允许的范围内提供环保的协议产品，并采用相应的有效供货程序、服务，分供方的供货或第三方的服务也应采取同样要求。供应商确保协议产品及其包装材料符合环保要求，对违反相关法规的产品及材料进行直接和间接的销毁，以确保在其生产过程中对废物进行正确的管理。若劳士领要求，供应商应提供所供商品的检验证明。

9.6 Return of defective CONTRACT PRODUCTS/不合格协议产品的退回

If SUPPLIER requests to call back the defective CONTRACT PRODUCTS, RAP shall immediately make available. SUPPLIER should replace the CONTRACT PRODUCTS and undertake all the relative cost. In case within 10 days after get RAP's Quality Notification the SUPPLIER does not make such a request or refuse to undertake the cost for return, it will be deemed to be quality defect admitted by SUPPLIER, and SUPPLIER abandon the defective CONTRACT PRODUCT, that RAP is entitled to deal with them by itself. 若供应商提出退回不合格产品的要求，劳士领应立即为供应商提供，此不合格品应由供应商进行替换，且费用由供应商承担。若供应商在收到劳士领的《质量通知单》后 10 日内未提出要求，或拒绝承担产品退回的费用，应视为供应商承认产品质量不合格，且自愿抛弃不合格产品，劳士领有权自行处理。

9.7 Delivery of defective CONTRACT PRODUCTS/缺陷协议产品的供应

Any damages incurred by RAP in causal connection with the delivery of defective CONTRACT PRODUCTS shall be borne by the SUPPLIER. RAP is also entitled to claim reimbursement for damages against the SUPPLIER, even if the final customer of RAP's product is not a private consumer, but a commercial customer.

由于缺陷产品的供应使劳士领招致的任何损失由供应商承担。即使最终客户不是私人用户而是商业用户，劳士领仍有权就损失要求供应商进行赔偿。

9.8 Exchange of Information/信息交换

The PARTIES undertake to exchange immediately any information concerning possible damage risks and any cases of damage that have already occurred. They undertake to work together cooperatively in measures taken to avert risks to ensure that these measures are carried out smoothly.

对于可能产生损失的风险及已经产生的损失的相关信息，双方应立即交换信息。双方应合作采取措施规避风险以保证这些措施的顺利进行。

9.9 Insurance/保险

The SUPPLIER is to take out adequate insurance against the risks of recall and product liability, and to produce a proof of insurance to RAP on request.

供应商承担保险以预防召回及产品责任的风险，若劳士领要求，供应商应提供保险单。

10. General /通则

10.1 Patent Rights/专利权

The development results, including related inventions, prototypes and documents, paid directly or indirectly by RAP, shall, whenever created by the SUPPLIER, become the sole intellectual property and ownership of RAP and RAP shall, without limitation, be entitled to use them for any application and to file for patents and other statutory protection as it sees fit.

由劳士领直接或间接付款的开发成果,包括相关发明,快速样件及文件,无论何时由供应商做出的,应由劳士领独家享有全部知识产权及所有权。并且,如果适用,劳士领应当不受限制地有权因任何用途而使用或申请专利及其他法律保护。

10.2 Non-disclosure / 保密

The SUPPLIER is obligated to protect all data (drawing, SPEC etc.) ,which received from RAP in any way, not spread to any 3rd parties without RAP advanced agreement.

在没有劳士领提前许可的情况下,供应商有义务保护以任何方式从劳士领得到的所有数据(图纸,技术规范等)不会传播的任何第三方。

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Without RAP advanced agreement, the SUPPLIER is obligated not to supply directly or indirectly to any 3rd parties the CONTRACT PRODUCTS which based on RAP owned data & tools.
 在没有劳士领提前许可的情况下，供应商有义务不直接或间接向任何第三方供应基于劳士领拥有的数据或模具的协议产品。

Both PARTIES will sign Non-Disclosure Agreement to regulate & protect data & information exchanges between both PARTIES.

协议双方将签署保密协议来管理和保护双方之间的数据和信息交换。

This non-disclosure obligation remains to be valid after the termination or cancellation of this GPA.

保密义务在本 GPA 终止或解除后依旧有效。

10.3 FORCE MAJEURE 不可抗力

Neither PARTY shall be responsible to the other for any delay or failure to fulfil any obligation under this GPA or for any damage caused thereby in the event of such delay, failure or damage being caused by cases of Force Majeure.

一方因不可抗力而造成延迟履行或没有履行采购合同项下的某些义务，或者因此造成任何损害，无须向另一方承担责任。

Any circumstance beyond the control of the respective PARTY and which impedes or creates unreasonable hardship for the implementation of this GPA and which arises after this GPA has come into force shall constitute Force Majeure.

不可抗力指的是 GPA 生效之后发生的任何情况，这种情况是超出了相关方的控制，并且妨碍 GPA 的执行或为采购合同的执行创造不合理的困难。

In order to effectively invoke Force Majeure, the PARTY shall notify the other PARTY in writing of the commencement of any circumstance constituting Force Majeure as well as the cessation thereof in the first time once happen.

为了有效地援引不可抗力，一方必须在不可抗力发生后第一时间书面通知另一方构成不可抗力的任何情况的开始时间及该情况的停止时间。

In case Force Majeure happens for part of business which is governed by this GPA, Force Majeure will not impact other businesses governed by this GPA.

假设不可抗力发生于本 GPA 涵盖下的部分业务，不可抗力不影响本 GPA 涵盖下的其他业务运行。

10.4 Transfer of Rights / 合同转让权利

SUPPLIER expressly agrees that RAP shall have the right to transfer its rights, duties and privileges under the Agreement, in connection with its merger or consolidation with another firm or the divestiture of its business or parts thereof, to another person or firm. RAP will inform SUPPLIER of transfer of rights after the transferred contract comes into force.

供应商明确同意：在本协议下，若劳士领与其他公司合并或出售其业务或产品给其他个人或公司，劳士领有权转让其合同权利、义务及相关特权。转让的合同生效后，劳士领将通知供应商。

10.5 Invalid Provision / 失效条款

If any provision of the Agreement is held invalid by a competent authority or a court of competent jurisdiction, the validity of the remaining provisions shall not be affected thereby on the condition that in such case the PARTIES shall agree upon a provision to be substituted for the eliminated provision which shall, as close as possible, have the economic effect of the eliminated provision. If the PARTIES have reached no agreement regulating a circumstance, an agreement regulating is to be made in the spirit of this contract, taking into account joint interests.

若任何有权当局或法律仲裁机构判定本协议的任一条款无效，双方应就新条款达成协议以代替被取消的条款，新条款应尽量接近原条款，具备原条款的经济效果，在此情况下，其他条款的有效性不受影响。若双方对形成新条款无法达成一致，双方应本着共同利益，根据本协议的主体原则而达成一致。

10.6 Place of Performance / 执行地

The place of performance is the place of the individual RAP location from which the order is issued.

每份订单中劳士领所在地即合同履行地点。

10.7 Settlement of Disputes / 争议解决

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Any disputes arising out of or in connection with the Agreement which cannot be resolved amicably by the Parties within 30 days after the dispute has arisen, shall be finally submitted to the competent local court of RAP.

由此采购协议引发的或与本采购协议相关的争议，若在产生 30 天内双方不能友好解决，应最终提交劳士领（有争议的劳士领具体工厂）所在地有管辖权的法院解决。

The lawsuit fee shall be borne by the losing party except as otherwise awarded by the court. During the lawsuit proceedings, the Parties shall continue to perform this Agreement except for the stipulations which are in dispute, otherwise the PARTY who fail to remain execution should undertake responsibility of the breach action.

除非法庭另有判决，否则诉讼费用由败诉的一方承担。在诉讼过程中，除有争议的部分外，双方仍然应当继续执行本协议，否则应向对方承担违约责任。

10.8 Applicable Law/适用法律

This GPA shall be governed by the laws of the People’s Republic of China.

本 GPA 受中华人民共和国法律约束。

10.9 Interaction with other contracts 与其他合同冲突

The provisions of the GPA shall supersede all previous INDIVIDUAL AGREEMENTS with SUPPLIER, unless a specific clause in the INDIVIDUAL AGREEMENT deviates by using the wording: “The following provision shall apply in expressed deviation of the respective clause of the GPA”.

本 GPA 中的条款应替代之前所有与供应商签订的个别协议，除非在该个别协议中有特别条款不一致，并已采用此文字描述 - “在与采购协议相关条款冲突时如下条款仍然适用”。

10.10 Legal Force/ 法律效力

This GPA shall become effective upon signing by the authorized representatives and company stamp or contract stamp of the two Parties. This GPA and all the other agreements or terms mentioned above or to be concluded as supplements and appendixes to this GPA shall form an integral part of this GPA. Any modification, delete, cancel or complement of the above documents comes into force only after they are confirmed by both PARTIES in written.

此 GPA 在双方授权代表签字并加盖公章/合同章后生效。本协议及所有其他协议或条款，或后续签署的本 GPA 的补充或附件，均视为本 GPA 不可分割的一部分。对上述文件的任何更改，删除，撤销和补充只在双方书面确认后方能生效。

This GPA shall be signed both in English and Chinese languages and in two original sets. Each Party shall hold one original set. The Chinese version should be the standard, and English version is only for convenient working.

本协议有中文和英文两种文本，一式二份，合同双方各持一份。合同文本内容以中文文本为准，英文文本仅为方便工作而使用。

11. Confirmation / 双方确认

Roechling Automotive Parts (Kunshan)Co., Ltd.

劳士领汽车配件（昆山）有限公司

Authorized Signatures:

代表签字:

Authorized Signatures:

代表签字:

Stamp:

盖章:

Stamp:

盖章:

Date:

日期:

Date:

日期:

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