



汽车零部件和材料 采购通则

General Rules For Procurement Of Components And Materials For Automotive



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1. 总则

General Stipulation

- 1.1 北京奔驰汽车有限公司(以下简称“北京奔驰”)的《汽车零部件和材料采购通则》(以下简称采购通则)规定了北京奔驰及其分公司与向北京奔驰及其分公司供应汽车零部件、材料或服务(以下简称“货物或服务”,或在仅指汽车零部件、材料时称为“货物”);如 4.1 条中所列的零件、零部件、标准件、紧固件、软件和产品,均被视为货物的供应商(以下简称“供应商”)之间的权利和义务。

北京奔驰或供应商中的一方,称为“一方”;北京奔驰和供应商,合称为“双方”。

This General Rules for Procurement of Components and Materials for Automotive (hereinafter referred to as “General Rules”) of Beijing Benz Automotive Co., Ltd. (hereinafter referred to as “BBAC”) stipulates the rights and obligations of BBAC or its branches and Supplier (hereinafter referred to as “Supplier”) who supplies automotive components, materials or services (hereinafter referred to as “Goods or Services” or “Goods” when only mentioning automotive components or materials; for example, “parts”, “components”, “standard parts”, “fastener”, “software” and “product” shall be deemed as “Goods”) to BBAC or its branches.

Either of BBAC or Supplier is called a “Party”. BBAC and Supplier are collectively called “Parties”.

- 1.2 供应商接受采购通则意味着:

- a) 供应商正确地理解、并承诺履行采购通则的全部内容。
- b) 采购通则适用于所有相关的现在的和将来的采购合同(定义见 7.1)。
- c) 不得采用与采购通则条款相反或不同的其他条款,对采购通则条款的任何修改必须以书面形式并经双方批准。

一旦接受 7.1 条中的采购合同, 供应商即自动接受其中所述版本的采购通则。

Acceptance of General Rules by Supplier shall mean:

- a) Supplier truly understands and undertakes to fulfill all the contents hereof.
- b) General Rules is applicable to all current and future relevant Purchase Agreements



(as defined in 7.1).

- c) Any terms in opposition to or different from the terms hereof shall not be adopted and any modification to the terms hereof must be in written and approved by BBAC and Supplier.

Once the Purchase Agreement is accepted by Supplier, it shall be deemed that Supplier has accepted the General Rules mentioned therein accordingly.

- 1.3 供应商只有接受采购通则，才有得到北京奔驰采购合同的可能。但是，接受采购通则，并不意味着北京奔驰必将给予供应商以后新项目的采购合同。

Supplier may obtain a Purchase Agreement of BBAC only when it accepts General Rules. However, acceptance of General Rules shall not mean the commitment of BBAC to grant Supplier Purchase Agreement of new project afterwards.

- 1.4 采购合同的中止或终止，并不意味着供应商将免于履行采购通则相关条款中规定的义务。相关条款包括但不限于：备件义务、赔偿义务、保管北京奔驰资产的义务。

Suspension or termination of Purchase Agreement does not mean that the Supplier is relieved of its obligation to fulfill the relevant terms and conditions of General Rules. These relevant terms and conditions herein include, but are not limited to the obligation of spare parts, compensation obligation and obligation to safekeep BBAC assets.

- 1.5 本采购通则亦应适用于北京奔驰的分公司并具有约束力。

The General Rules shall be applicable and binding to BBAC's branches.

2. 陈述与保证

Representations and Warranties

- 2.1 北京奔驰发放的、经供应商会签(或以其他方式确认)的技术信息(技术信息包括：数模、图纸、技术标准、程序、软件、试验计划、样件、专利、商标等)，是供应商报价、提交货物或服务的技术依据，是北京奔驰和供应商检查验收货物或服务是否满足技术要求、采购合同的标准与保障。

Technical information (including modules, drawings, technical standards, programs, soft wares, test plans, sample parts, patents, trademarks, etc.) issued by BBAC and signed jointly (or confirmed in other ways) by Supplier shall be the technical basis for Supplier to offer quotation and deliver Goods or Services as well as the standard and warranty for BBAC and Supplier to inspect and accept the Goods or Services for their compliance with



technical requirements and Purchase Agreement.

- 2.2 供应商收到的技术文件、图纸和标准，其原著德文文本是具有约束力的文本；仅当中文或英文文本是原著时除外。

The original German version of technical documentations, drawings and specifications, which Supplier receives, is the binding version, only if Chinese or English is the original version as an exception.

- 2.3 供应商保证：

- a) 其提交的货物或服务完全符合上述技术信息的要求或经北京奔驰批准的供应商的技术信息的要求。
- b) 其提交的货物或服务没有工艺缺陷。
- c) 以北京奔驰的特定要求为目的、由供应商参与设计的项目，供应商明确保证其提交的设计完全适合并能充分满足北京奔驰提出的、供应商同意的技术信息的要求和特定的使用目的。
- d) 所提交的货物或服务符合相关法律法规的强制性规定。

Supplier shall warrant the following.

- a) Goods or Services completely meets the requirements of the aforementioned technical information or the technical information of Supplier approved by BBAC.
- b) The process of Goods or Services is free from defects.
- c) As for the project of which the design is for the purpose of BBAC's specific requirement and participated by Supplier, Supplier expressly warrants that its design completely fits and fully meets the requirements of technical information and special using purpose required by BBAC and agreed by Supplier.
- d) Goods or Services complies with the compulsory rules of relevant laws and regulations.

- 2.4 供应商保证遵守中国国家及地方的环境、安全、职业健康、卫生、检疫等方面的法律法规要求。供应商在北京奔驰经营场所内时，应遵守北京奔驰的企业管理规章制度和安全管理规定。如供应商需进入北京奔驰经营场所进行作业(如送/取货、供线、



安装、调试、维修等), 供应商应在入厂前, 与北京奔驰安全环保科接洽并订立《北京奔驰安全管理协议》。

Supplier warrants complying with Chinese national and local laws and regulations in respect of environment, safety, occupational health, sanitation, quarantine, etc. Supplier shall observe BBAC's corporation administrative rules and safety management regulations at BBAC premises. In case that Supplier needs to enter BBAC premises for operating (e.g. delivering, taking delivery, line-feeding, installation, adjustment, repairing, etc.), Supplier shall contact Safety and Environment Protection team of BBAC and conclude *BBAC Safety Management Agreement*.

2.5 如供应商供应危险化学品(特别是属于不时更新的版本的《危险化学品目录》中所列明/定义的危险化学品), 则:

- a) 供应商应向北京奔驰提供相应的中文版本的“化学品安全技术说明书(MSDS)”, 并于化学品包装的显著位置张贴化学品安全标签;
- b) 供应商应确保其驾驶员或其运输服务商的驾驶员具备相应准驾资质, 且车辆具备相应的危险化学品准运证; 并且,
- c) 供应商应确保供应的危险化学品符合相关法律规定, 包括但不限于《危险化学品安全管理条例》。

If Goods or Services are hazardous chemicals (especially which are listed or defined in the *List of Hazardous Chemicals* updated from time to time),

- a) Supplier shall provide corresponding Material Safety Data Sheet (MSDS) in Chinese and post Material Safety Label on packaging;
- b) Supplier shall warrant that its driver or the driver of its transportation-service provider and the corresponding vehicles are qualified (the corresponding transportation permission is necessary for such vehicles) of transporting hazardous chemicals; and
- c) Supplier shall warrant the hazardous chemicals meet the requirements of relevant rules of laws, including but not limited to Hazardous Chemicals Safety Administrative Regulations.

2.6 供应商承诺: 确保在市场中公平竞争, 遵守适用的反垄断法、反倾销条例和反不正



当竞争法的规定。

Supplier is committed to ensuring fair competition in markets and to obeying applicable anti-trust laws, anti-dumping regulations and anti-unfair-competition laws.

- 2.7 供应商具备中国法律法规要求的符合其经营范围的相应资质，并应向北京奔驰提交相应的证明文件。

Supplier shall obtain certifications in relevant business scope required by Chinese laws and regulations and shall submit corresponding documentary evidence to BBAC.

- 2.8 供应商应要求其下级供应商遵守上述法律法规。

Supplier shall require its sub-suppliers to adhere to the aforementioned laws and regulations.

3. 开发计划

Development Schedule

- 3.1 国产化零部件开发进度计划是供应商应随报价一同(或在启动会上)提交的、保证能满足北京奔驰项目投产、质量门或其他项目节点要求的一份具有约束力的开发计划，是北京奔驰跟踪、考核供应商是否按期履行其义务的有约束力的文件。

供应商制订的国产化零部件开发进度计划一经北京奔驰批准，供应商必须严格执行。由于供应商原因导致该计划的延迟而造成北京奔驰的任何损失，北京奔驰保留依该等损失向供应商提出索赔的权利。供应商就此产生的责任限于可归咎供应商的原因直接导致的且经北京奔驰和供应商诚意协商并达成一致的范围。

The localized components development schedule is a binding document which shall be submitted along with quotation (or in the kick-off meeting) by Supplier and can meet BBAC requirements of project production, Quality Gate or other milestone of BBAC, and enables BBAC to trace and evaluate whether Supplier has fulfilled its obligations as scheduled or not.

Once the localized components development schedule made by Supplier is approved by BBAC, Supplier must strictly implement it. BBAC shall reserve the rights to claim against Supplier for any loss caused to BBAC by postponing the schedule due to Supplier. The scope of Supplier's liability arising out of the foregoing shall be limited to that which



results directly from the reason attributable to Supplier and be subject to the good faith negotiation and agreement between BBAC and Supplier.

- 3.2 除经北京奔驰另行书面同意外，供应商应使用 START 系统与北京奔驰沟通货物或服务的开发进度。在 START 系统中，供应商应按时注册项目，及时、准确地反馈与北京奔驰商品组（商品组包括北京奔驰和梅赛德斯-奔驰负责相关项目的采购、研发与质量工程师）达成一致的关键项目节点(特别是首样件就绪时间)和必要的说明，并在信息变化时及时在系统中更新数据。

供应商在 START 系统中填写的信息构成有约束力的承诺。

如因供应商的不当操作、错误信息、迟延、不作为等影响国产化项目进度或导致无法及时识别项目进度风险，供应商应承担相应的责任。

Unless otherwise agreed by BBAC in written, Supplier shall communicate the development progress of Goods or Services with BBAC via START system. In START system, Supplier shall register projects on time, accurately and timely reply the important milestones (especially the one of OTS readiness), which is aligned with BBAC commodities (a commodity contains the purchasing, R&D and quality engineers in charge of the corresponding projects from BBAC and Mercedes-Benz), and necessary explanation. In case of any change to the aforementioned information, Supplier shall update data in the system timely.

The data inputted by Supplier in START shall be its binding commitment.

In case of any improper operation, wrong information, delay, omission and so on, of Supplier, which affects localization project progress or results in identifying progress risks of project progress late, Supplier shall assume the corresponding liabilities.

4. 质量保证

Quality Assurance

- 4.1 供应商的质量体系必须通过权威质量体系认证机构的认证。供应商必须保证其质量体系的有效性，以保证其交付的货物或服务质量的稳定性和可靠性。

Supplier's quality system must be certificated by authoritative institutions for quality system certification. Supplier shall warrant the effectiveness of its quality system to ensure the stability and reliability of the quality of the Goods or Services delivered thereby.



在本第 4 条中，“零件”“零部件”“标准件”“紧固件”“软件”“产品”等表述，亦应根据其语境，被理解为“货物”。

In this clause 4, the expressions of “parts”, “components”, “standard parts”, “fastener”, “software”, “product”, etc. shall be interpreted as “Goods” as well according to its context.

4.2 生产过程和产品批准(PPA)

Production Process and Product Approval (PPA)

4.2.1 简介

Introduction

供应商应实施 PPA 程序以完成批量生产批准。除经下文另行规定，此程序的要求应基于现行版本的 VDA 卷 2。个别情况下，供应商可与北京奔驰相应联系人协商确认其他程序。

Supplier shall carry out a PPA process for series production approval. Unless otherwise specified in the following, the requirements made on this process are based on the current issue of VDA Volume 2. In individual cases, another procedure can be agreed upon for the PPA process with the corresponding BBAC contact person.

4.2.2 适用范围

Scope of Application

除经北京奔驰另行同意，在 VDA 卷 2 规定的范围之外，软件、标准件也必须实施 PPA 程序。(对于汽车行业的高强度紧固件，应考虑“VDA 材料要求 235-204”的相应适用版本)。

如几种产品编号定义了不同的交付条件，则样件验证时，除说明零部件特性，还需说明不同交付条件下的相应工艺和因此产生或调整的产品特性。

在交付范围内，对具有 BBAC 产品编号的单个零部件，北京奔驰可要求提交独立的 PPA 报告。



In addition to the scope specified in VDA Volume 2, the PPA process shall also be carried out for software and standard parts unless otherwise agreed (the respective applicable version of VDA material specification 235-204 shall be taken into consideration for high strength fasteners for the automotive industry).

If delivery conditions are described through several item numbers, the corresponding processes and generated/amended product features of the delivery condition shall be described in sampling in addition to the component features.

BBAC can request a PPA report for the single components with BBAC item numbers within a delivery scope.

4.2.3 PPA 概要

Basics of The PPA

4.2.3.1 其他梅赛德斯-奔驰工厂的系列化生产批准

Series Production Approvals of Other Mercedes-Benz Plants

如果供应商已经获得了某梅赛德斯-奔驰工厂的系列化生产批准，且没有触发新的 PPA 程序(详见 4.2.4)，则无须在向 BBAC 供货前实施新的 PPA 程序。供应商应按北京奔驰计划将样件及现有系列化生产批准提交给北京奔驰，以获得相应工厂的系列化生产批准。

If Supplier has already received a series production approval from a Mercedes-Benz location and there is no trigger for a new PPA process (see 4.2.4), a new PPA process does not have to be performed before supplying BBAC. Supplier shall submit the sampling subject to the planning applicable to BBAC together with the existing series production approval to BBAC in order to receive series production approval for the specific plant.

4.2.3.2 零部件的识别

Identification of The Parts

从作为 PPA 程序一部分的初始样件验证开始，直至完成最后的北京奔驰生产测试/试产，样件都必须用白色贴纸加以识别。白色贴纸应根据质量零部件生命周期记录(Qxx)标明质量状况。对于有补充代码 2 的零件而言，还应根据有色零部件生命周期记录标明(Fxx)颜色状态。



Starting with the initial sampling as part of the PPA process, the samples shall be identified with a white sticker specifying the quality status in accordance with the quality part life record (Qxx) and stating the color status in accordance with the color part life record (Fxx) for parts with supplementary code 2 until the completion of the final BBAC production test/try out.

对于尚未进行样件验证的零部件，应根据零件开发生命周期记录进行识别，并标明开发状态(Exx)。

经与相应的北京奔驰 PPA 程序联系人协商，对于用于进阶测试(分步验证)且尚未完全在量产条件下生产的零部件，应按“其他样件”提交。“其他样件”不能获得系列化生产批准。

除经北京奔驰另行同意，应使用标明开发状态(Exx)的红色贴纸。相应的北京奔驰 PPA 程序联系人可要求供应商对用于样件验证的样件和试产零件贴附不同的标签。

Parts that have not been sampled shall be identified specifying the development (Exx) according to the development part life record.

Parts for advanced tests (split sampling), which have not yet been produced completely under series conditions, shall be submitted as “other samples” in consultation with the respective BBAC contact person for the PPA process. No series production approval shall be issued for “other samples”.

Unless otherwise agreed, a red sticker specifying the state of development (Exx) shall be used for this. Separate labeling of sample parts for sampling and parts for production tests can be demanded by BBAC.

4.2.4 披露义务和 PPA 程序触发因素

Obligation of Disclosure and Triggers for the PPA Process

所有生产过程和产品的变更均应由供应商通知相应的北京奔驰 PPA 程序联系人。

除经另行同意外，供应商应按下表中执行。

触发因素 Trigger	北京奔驰 负责 PPA 程序的部门 BBAC specialist department for	北京奔驰 采购 BBAC procurement	北京奔驰 物流 BBAC logistics
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the PPA process			
新零件 New parts	D		
产品变更 * (由研发批准) Product modification * (approved by development)	D		
生产场地变更 ** Production relocation **	D	A	A
生产过程变更 Production process modification	D		
试验过程变更 Test process modification	A		
生产中中断超过 12 个月 Production stoppage for more than 12 months	D		
使用新增、修改或备用的模具 (不适用于金属切削模具) Use of new, modified or replacement tools (not applicable to metal cutting tools)	D	A	
二级供应商(北京奔驰指定的二级供应商)变动。对于具有专门特性(DS、DZ)的零部件, 该义务取决于该等供应商是否负该等特性。 Change in 2 nd -tier suppliers (BBAC 2 nd -tier). In the case of parts with special characteristics (DS, DZ), the above obligation exists up to the supplier responsible for the characteristic.	D	A	
供应具有 DS/DZ 特性货物的二级供应商(北京奔驰指定的二级供应商)的地址变化 Change in 2 nd -tier supplier locations (BBAC 2 nd -tier) for deliveries with DS/DZ features.	D	A	
二级供应商(北京奔驰指定的二级供应商)的地址变化 Change in 2 nd -tier supplier locations (BBAC 2 nd -tier).	A	A	
供应商采购的零部件/原材料/库存变更 Modifications in Supplier's purchased parts/primary material/stock	D		
未获得无条件系列化生产批准 No unconditional series production approval	D		
未通过资质再审 Failed requalification	D		

*亦包括材料变更

**亦包含物流价值链变更

D = 由供应商执行 PPA 程序

A = 供应商有义务以书面形式向北京奔驰负责部门披露。PPA 程序的实施与范围由北京奔驰 PPA 程序负责部门决定。



*Includes modifications of material as well

** Also includes modifications to the logistical value chain

D = Execution of the PPA process by Supplier

A = Obligation of disclosure in written form by Supplier to BBAC specialist department. Implementation and scope of the PPA process is decided by the BBAC specialist department.

在新零件以及变更零件的样件验证范围内，供应商有义务在国际材料数据系统 (IMDS)中创建材料数据表。IMDS 数据记录的识别号应在首次样件报告首页以及相应的“材料数据表/IMDS”上载明。供应商应遵守 MBST 36 关于确认/符合物质禁令的规定 (MBST 系 Mercedes-Benz Special Terms ; 供应商可访问 <https://supplier.mercedes-benz.com> 获取 MBST)。

Within the scope of sampling of new and of modified parts, Supplier is obliged to configure the material data sheets in IMDS. The ID-number for the IMDS data record shall be specified in the initial sample cover sheet and in the corresponding “material data sheets/IMDS”. The regulations regarding the confirmation of/adherence to prohibitions on substances of the MBST 36, have to be observed by Supplier (MBST is Mercedes-Benz Special Terms and is accessible on the URL: supplier.mercedes-benz.com).

4.2.5 执行 PPA 程序

Execution of the PPA Process

- 4.2.5.1 由供应商原因触发 PPA 程序，供应商应至少在计划实施的六个月之前发出触发 PPA 的通知。在正当的特殊情况下，北京奔驰系列化生产批准的负责部门可同意偏差的规则。在启动阶段，不允许变更生产地点。供应商应提前六个月发出生产地点变更通知，并申请北京奔驰批准。

If a PPA process trigger caused by Supplier arises, Supplier shall provide notification of this trigger at least six months prior to planned implementation. In justified, exceptional cases, deviating regulations will be agreed with the BBAC department responsible for series production approval. Relocation shall not be not permitted in the start-up phase. Notification of relocation shall be issued six months in advance and shall requires approval from BBAC.

- 4.2.5.2 北京奔驰应为供应商指定样件提交日期。除经北京奔驰 PPA 程序联系人同意外，样件数量应执行本采购通则的规定。样件应免费交付。



BBAC shall specify a sampling date to Supplier. The number of sample parts must be subject to the stipulations hereof, unless otherwise agreed upon with the respective BBAC contact person for the PPA process. The sample parts must be delivered free of charge.

样件数量(每个型腔的数量):

- a) 一般情况下, 样件数量为 6 个;
- b) 如为颜色或变式样件验证, 则外加 2 个;
- c) 对于所有小零件(如钳夹、夹子、螺丝、螺母等), 样件数量为 50 个。

Number of sample parts (number per nest):

- a) Generally 6 parts,
- b) plus 2 samples, in the case of color/variant sampling
- c) 50 sample parts shall be required for all small parts (clamps, clips, screws, nuts, etc.)

4.2.5.3 下述内容系 PPA 程序之前的样件验证计划的一部分。

- 样件验证范围的文件(参考 4.2.6 的表格)
- 可能的零件组合
- 所需的样件数量

The following themes are defined as part of the sampling planning before the PPA process.

- The documents specific for the sampling scope taking into account table of 4.2.6,
- Possible part bundles and
- The required number of samples.

对于依据 2 级补充零件号(如色码、语言代码等)区分的零件, 在技术样件验证(Q-状态)的基础上, 还应实施各衍生零件的样件验证(F-状态)。

In addition to technical sampling (Q-status), variant sampling (F-status) shall also take place for parts distinguished by supplementary code 2 (colors, languages, etc.).

4.2.5.4 供应商应与相应的北京奔驰样件验证联系人协调样件验证文件传递的方式和格式。

Supplier shall coordinate the method and format of sampling document transfer with the respective BBAC contact person for the PPA Process.



- 4.2.5.5 对于通过独立的生产步骤将表面结构整合到其模具上的零件，其 PPA 程序应基于“其他样件”执行。整合表面结构的批准由北京奔驰 PPA 程序联系人发放。

For parts into whose tools the surface structure is integrated in a separate production step, the PPA process shall be carried out on the basis of “other samples”. The approval for integrating the surface structure shall be issued by the respective BBAC contact person for the PPA process.

- 4.2.5.6 如果发生偏差，供应商必须提前获得相应的北京奔驰 PPA 程序联系人的书面批准(偏差许可)，并在样件验证时提交该批准。供应商必须在后续样件验证的范围内，呈现修正的状态。

In the event of deviations, Supplier must obtain written approval (deviation permit) from the responsible BBAC contact person for the PPA process in advance and submit it for sampling. The corrected status must be presented within the scope of subsequent sampling.

- 4.2.5.7 供应商应与北京奔驰就应进行能力研究的相关产品和过程特性进行协商。在过程能力被验证之前，供应商需要对特性进行 100%检查。

Product and process characteristics for which capability studies shall be performed shall be coordinated with BBAC. Until process capability has been verified, the characteristics shall be tested 100% by Supplier.

- 4.2.5.8 不同于行业标准，下列要求适用于技术文件中规定的可测量的 DS/DZ 特性(例如：图纸、CAD 数据记录)：

- 过程性能指数/机器能力指数 $Ppk/Pmk \geq 2.0$
- 稳定的过程能力指数 $Cpk \geq 1.67$

In deviation from the industrial standard, the following requirements apply to the measurable DS/DZ characteristics specified in the specification documents (e.g. drawings, CAD data records):

- Process performance index/machine performance index $Ppk/Pmk \geq 2.0$
- Stable processes- process capability index $Cpk \geq 1.67$



- 4.2.5.9 特殊工艺的流程应与 MBST14(可访问 <https://supplier.mercedes-benz.com> 获取 MBST) 的描述一致。

The procedure for special processes shall be as described in MBST14 (MBST is accessible on the URL: supplier.mercedes-benz.com).

- 4.2.5.10 新产品投产和产品换型时, 供应商须进行履约能力测试, 并在合理的时间内通知相应的北京奔驰 PPA 程序联系人, 以便北京奔驰能够参与。

Performance tests shall be performed by Supplier in the case of new launches and model refinements, and the respective BBAC contact person for PPA procedure shall be notified within good time so that participation by BBAC is possible.

- 4.2.5.11 在最终履约能力试验中, 经与北京奔驰协调, 就选定的范围, 供应商应生产至少一批北京奔驰一个满产能班次所对应的数量的零件。该等零件应在北京奔驰满产能生产的前提下进行。

For selected scopes, a number of parts which at least corresponds to the yield of one BBAC shift under full capacity production conditions shall be produced in coordination with BBAC in the final performance test. These parts shall be produced under BBAC full capacity production conditions.

- 4.2.5.12 根据风险分级, 在必要的情况下, 供应商应与北京奔驰合作对其下级供应商实施类似的履约能力测试, 并提交相应证据。

Supplier must, if necessary, carry out an analogous performance test with his sub-suppliers, taking into account the risk classification, in cooperation with BBAC and provide corresponding evidence.

4.2.6 PPA 程序的验证项目

Verifications for The PPA Process

作为样件验证计划的一部分, 除经北京奔驰负责量产批准的部门和供应商另行书面同意外, 双方同意按照下表实施所需的验证项目。下表中, 标“V”的验证项目均应提交, 而标“A”的项目应根据协商结果提交。



As part of the sampling planning, the required verifications are agreed upon as per the table below, unless otherwise agreed in writing between the department responsible for the series production approval and Supplier. The verifications denoted with “V” in the table below shall be submitted generally, the ones denoted with “A” must be agreed upon individually.

编号 No.	适用于工艺和产品的验证项目 Verifications if applicable for process and product	样件验证计划 Sampling planning
1	PPA 报告首页* Cover sheet for the PPA report*	V
2	对于产品、工艺、软件(如适用)的自我评估 Self-assessment of product, process and, if applicable, software	V

编号 No.	适用于生产过程和产品工程的验证项目 Verifications for the production process and product engineering	样件验证计划 Sampling planning
3	技术规格 Technical Specifications	A
4	已批准的设计变更 Approved design modifications	A
5	对于设计和开发的批准 Design and development approvals	A
6	基于现有设计工程状态，在 PPA 报告中，应明示已被接受的 IMDS 材料数据表的 ID 编号 The ID no. of the accepted IMDS material data sheet on the current design engineering status shall be specified in the PPA report	V
7	设计的 FMEA Design FMEA	A
8	工艺流程图 Process flow chart	A
9	工艺的 FMEA Process FMEA	A
10	生产控制计划 Production control plan (PCP)	A
11	几何形状、尺寸 Geometry, dimension	A
12	材料 Material	A
13	功能 Function	A
14	触感 Haptics	A
15	声质 Acoustics	A
16	气味 Odor	A



17	外观 Appearance	A
18	表面要求 Surface requirement	A
19	技术清洁度 Technical cleanliness	A
20	可靠性 Reliability	A
21	静电阻抗 Resistance to Electrostatic Discharge (ESD)	A
22	电气安全 / 高压安全 Electrical safety / high voltage safety	A
23	电磁兼容性 Electromagnetic compatibility (EMC)	A
24	根据技术规格和约定的特性所实施的特性保障机制 (例如: 防呆机制、全检、过程能力等) Protection of special features as per technical specifications and agreed features (e.g. Poka Yoke, 100 % testing, process capabilities...)	A
25	实验室资质 Laboratory qualification	A
26	样件和参照样件的数量 Number of samples and reference samples	A
27	量产生产节拍的达成情况 Achievement of serial cycle time	A
28	模具清单 (附件模具数量、型腔数、模具质量声明) Tools list (with unit nos./number of nests and statement on tool quality)	A
29	符合法律法规要求 Compliance with legal requirements	V
30	供应商的外购和自制件的零件总体情况, 包括零件和过程批准状态 Overview of Supplier's supplier and in-house parts with part and process release status	A
31	检验和试验设备清单 Inspection and Test Equipment List	A
32	试验设备的能力验证 Verification of test equipment capability	A
33	零件历史 (请访问 https://supplier.mercedes-benz.com 获取相关文件)** Parts history (The corresponding document is accessible on the URL: supplier.mercedes-benz.com .)**	A
34	所用运输工具(包含其存储)的适宜程度 Suitability of the used charge carriers incl. their storage	A
35	再审协议(协定) Requalification agreement	A
36	软件应用的放行 (请访问 https://supplier.mercedes-benz.com 获取“Software Test Report”)	V



	SW Application release (“Software Test Report” is accessible on the URL: supplier.mercedes-benz.com.)	
37	确定待交付的软件产品的场景(“范围”) Determination of the context (“Scope”) of the software product to be delivered	V
38	合同约定的质量要求的参照标准 (例如: 编程准则、代码度量、测试覆盖范围) Reference to contractually determined quality requirements (e.g. Coding guidelines, code metrics, test coverage)	V
39	技术软件规格文件 (功能性的和非功能性的) Documentation of technical SW specifications (functional and non-functional)	A
40	验证上述第 38、39 项的要求的实施情况, 特别是关于特性的(如安全) Verification of the implementation of the requirements from 38 and 39, especially the special features (e.g. safety)	A
41	FOSS(免费开源软件)的文件 Documentation about FOSS (Free-and-open-source-software)	V
42	已知错误清单 List of known errors	V
43	在整个项目过程中, 关于所应用的开发工具的文件 Documentation of the development tools applied during the entire project duration	A
44	在整个项目过程中, 关于所应用的测试工具的文件 Documentation of the testing tools applied during the entire project duration	A
45	版本管理(如基线、配置、变更历史)的文件 Documentation of the version management (baseline, configurations, change history)	A
46	过程评估的验证, 例如 VDA Automotive SPICE (VDA 汽车行业软件过程改进和能力测定) Verification of a process assessment (e.g. VDA Automotive SPICE)	A

* 如有样件验证, 则应提交文件, 且不通过 IT 系统提交(即文件仅为纸质形式)。

** 如果相关文件已被北京奔驰或梅赛德斯-奔驰的内部 IT 系统覆盖, 则供应商无需提交相关文件。

V = 向北京奔驰提交。

D = 适用情况: 执行、建立文件、由相应组织归档 (如有必要, 支持北京奔驰检查)。

A = 在样件验证计划中, 超出最小范围的所有提交点必须经过供应商和北京奔驰协商同意。

* Submission of the document in case of samplings, which do not take place via an IT system (i.e. documentation only in paper form).

**No submission of the associated document by Supplier if the relevant documentation is covered by the BBAC/Mercedes-Benz-internal IT system.

V = Submission to BBAC

D = Where applicable: Execution, documentation and archiving of the organization (if necessary, for inspection by BBAC)

A = All the submission points going beyond the minimum scope must be agreed upon during the sampling planning between Supplier and BBAC.

供应商应存档记录其供应商的采购结构, 并向北京奔驰负责 PPA 程序的联系人提



交。

Supplier shall document the procurement structure of its suppliers and provide the documentation to the BBAC contact person responsible for the PPA process.

如北京奔驰负责供应商外购件(指定下级零件)的样件验证与批准, 供应商应在外购件放行总览中单独列出并附以下信息:

- 零件号
- 供应商名称和北京奔驰供应商代码
- ZGS
- Q/A 状态
- 批准状态
- 梅赛德斯-奔驰工厂和相应批准报告的编号

If responsibility for sampling and approval of parts purchased by Supplier lies with (directed parts) lies with BBAC, Supplier shall list these separately with the following information in the overview of the purchased parts releases:

- Part number
- Supplier with the BBAC supplier number
- ZGS
- Q/F status
- Approval status
- Mercedes-Benz plant and number of approval report

4.2.7 存储时间

Storage Periods

存储周期应执行 VDA 卷 1 要求。

The storage periods shall be based on VDA Volume 1.

4.2.8 批准状态

Approval Status

应以试验报告形式将系列化生产批准通知给供应商。

Supplier shall be informed of series production approval in the form of a test report.

4.2.9 准备工作

Preparatory Activities



PPA 程序之前和/或同期，针对所选的零件范围，北京奔驰和供应商可共同组织如设计阶段的研讨会或颜色测试等活动。用于颜色测试活动的零件应在全系列化生产的条件下生产。如未能为首次颜色测试提供某些有特定表面结构的零件，该等零件最迟应于后续颜色测试中交付。

Prior to and/or parallel to the PPA process, activities such as design stage workshops or color in-camera meetings are carried out by BBAC together with Supplier for selected parts scopes. The parts for the color in-camera meetings must be manufactured under full series production conditions. Insofar as parts with the specified surface structure are not already ordered for the first color in-camera meeting, these must be supplied with the specified surface structure by the following color in-camera meeting at the very latest.

4.2.10 不符合

Non-Compliance

一旦约定的零件样件验证因供应商原因未能成功通过，供应商应承担北京奔驰付出的、与样件验证过程直接相关的额外费用。

If the agreed sampling per part status does not lead to success, Supplier shall bear all additional costs incurred by BBAC which are directly related to the sampling process if Supplier is responsible for the negative result.

4.3 只有通过了北京奔驰潜在供应商分析(或北京奔驰其他类似的现场考核)的供应商，才有资格参与北京奔驰项目的开发与生产。

Only Supplier who has passed the Potential Analysis of BBAC (or other similar on-site evaluation of BBAC) is eligible to participate in the development and production for BBAC projects.

供应商应提供足够的资源以改善潜在供应商分析过程中发现的缺陷，并保证按双方同意的日期完成改进计划。

Supplier shall provide adequate resources to improve weaknesses identified in Potential Analysis and warrant to finish the developing plan before the end of date agreed by both Parties.

4.4 如供应商暂未满足北京奔驰潜在供应商分析的要求但获得了北京奔驰临时货源资



格，供应商应自费按双方确定的整改措施及供应商开发流程完成改进。

If Supplier temporarily fails in meeting the requirements of BBAC in Potential Analysis but has obtained temporary qualification for BBAC goods source, Supplier shall improve in accordance with the rectification measures and the Supplier Development flow determined by both Parties at Supplier's expense.

供应商可以自己或凭借外部支持(第三方服务商或具有授权的母公司)进行改进，直至确保可以供应合格零件。一旦供应商能证明下列结果，则可视为供应得到确保：

- 零件与过程均为合格。
- DPA/VDA 6.3 第 3 部分审核结果为 A/AB，没有红项。
- 潜在供应商分析复审合格。

此外，DPA/VDA 6.3 第 1 和第 2 部分亦适用于研发型供应商。

Supplier can make improvement by itself or to use external support (third-party service provider or authorized parent company) until an assured supply of green parts is secured. Supply is defined as assured once Supplier is able to demonstrate the following results.

- Parts and process status are "green"
- DPA/VDA 6.3 Part 3 with result A/AB, without red points
- Potential Analysis review "green"

In addition, Part 1 and 2 of DPA/VDA 6.3 also apply to development suppliers.

- 4.5 在事先通知的情况下，供应商应允许北京奔驰在任何适当的时间参观其(包括其下级供应商)与北京奔驰项目有关的生产现场并对其质量管理体系的运行情况进行检查、评估和审核。在检查期间，供应商应给予充分的合作。

With prior notice, Supplier shall allow BBAC to visit its (and its sub-suppliers') production sites related to BBAC projects, and to inspect, appraise and examine the operation of its quality management system at any appropriate time. During the inspection period, Supplier shall offer sufficient cooperation.

- 4.6 质量保障、质量管理体系的实施

Quality Assurance. Implementation of a Quality Management System

- 4.6.1 质量管理体系的选择与应用

Selection and Application of the QM System



4.6.1.1 为确保无瑕疵和稳定的产品质量，供应商应实施质量管理 (以下简称为“QM”)。质量管理体系应根据现行有效版本的 IATF 16949(包括 IATF 的后继规定)建立。作为证据，供应商应提供经由 IATF(国际汽车工作组)认可的认证机构所出具的认证。如缺乏 IATF 16949 认证，则供应商应符合 IATF 16949 的规定，但应得到北京奔驰的另行批准以应用该等规定。将软件作为产品或产品的一部分的供应商还应提供获得 DIN EN ISO/IEC 27001 认证(以相应的有效版本为准)的证据。

In order to ensure flawless and constant product quality, Supplier shall establish a quality management, hereinafter referred to as “QM”. The QM system must be set up in accordance with the currently valid version of IATF 16949 (including any successor regulations of IATF 16949). Verification must be supplied in the form of certification via an IATF (International Automotive Task Force) recognized certification body. It is necessary to comply with the regulations of IATF 16949 in case of an absence of a certification according to IATF 16949 and the application of these regulations requires a separate approval by BBAC. Suppliers of software as product or part of a product must additionally provide evidence of a DIN EN ISO/IEC 27001 certification in the respective valid version.

4.6.1.2 供应商建立其质量管理体系，并要求其下级供应商(以及下级供应商的下级供应商)遵守源自采购通则的要求。

Supplier will set up its QM system in such a way that its suppliers and their sub-suppliers will also be required to comply with the requirements hereof.

4.6.1.3 按北京奔驰要求，供应商还应满足国家/地区的补充要求，如：EC、UL 认证、CCC。

On request, Supplier must also meet supplementary country-specific requirements, e.g. EC, UL certificate, CCC.

4.6.2 认证相关的法律法规要求

Legal and regulatory requirements for certification

供应商有义务符合全部法律法规要求，并采取必要的措施以便在合理时间内获得并保持必要的产品相关的和/或地区相关的认证(例如：申请对于生产场地的审核或



零件技术测试)。上述要求将基于产品的目标市场决定。

供应商应独立且自行负责确保：相关文件(资质、类型认证等)为最新版本且有效。

供应商应及时向北京奔驰提交该等文件，且无需北京奔驰要求。

供应商应确保零件在整个生命周期内(即：即使在整车停产后的备件供应期内)的供应，且能符合所有法律法规要求，直至被撤销(包括：再次认证)。

一旦供应商知悉其自身的(及其下级供应商的)任何可能影响认证有效性的生产过程、公司名称和/或生产地址的变更(例如：重新安置生产设施、工装或整个生产场地，地址变更，生产场地停止运转，供应商停产库存或名称变更)，供应商应立即通知北京奔驰该等变更。

Supplier is obliged to meet all legal or regulatory requirements and to take the necessary measures for acquiring and maintaining the necessary product-related and/or location-related certifications in good time (e.g. application of auditing of production sites/technical tests of parts). The aforementioned requirements are dependent on the market or the markets, for which the deliveries are destined.

Supplier must ensure independently and on his own responsibility, that the related documents (certificates, type approvals etc.) are up to date and valid. Supplier must transfer those documents to BBAC on time, without the need of a request by BBAC.

Supplier must ensure delivery of parts, which meet all legal or regulatory requirements, over the whole life cycle, i.e. even after the end-of-production (EOP) of the vehicle during the period of spare parts supply – until revoked (incl. recertification).

Upon becoming aware of any change of the production process and/or of the company name and/or of the address of a production site, also with regard to sub-suppliers, that may have any effect on the validity of the certifications (e.g. relocating production facilities, tools or entire production sites, a change of address, decommissioning of production sites, end-of-life inventories at suppliers or name changes), Supplier must immediately notify BBAC of said change.

4.6.3 审核

Auditing

4.6.3.1 北京奔驰有权审核和评估供应商的质量管理体系和质量保证措施或委托的第三方



来进行审核和评估。本工作会在预先告知的情况下进行，可作为某项审核(如根据 VDA6.3 实施的过程审核)的一部分。作为供应商交付内容的一部分，供应商应促成其下级供应商(以及其下级供应商的下级供应商)接受北京奔驰或北京奔驰委托的第三方的审核。供应商同意协助北京奔驰识别下级供应商结构中的弱点。供应商负责改善识别、确认出的弱点。北京奔驰可制定质量保证措施。

BBAC is entitled to audit and evaluate Supplier's QM system and quality assurance measures or to have these audited and evaluated by a third party commissioned by BBAC. This can take place as part of a review (e.g. Process audits according to VDA 6.3) after prior notification. As part of its deliveries, Supplier must also enable the auditing of its sub-suppliers and their sub-suppliers by BBAC or a third party commissioned by BBAC. Supplier consents to assist BBAC in identifying weaknesses in the sub-supplier structure. Optimization of the weaknesses which are ascertained is the responsibility of Supplier. BBAC can stipulate quality assurance measures.

4.6.3.2 负责开发和/或供应软件(包括通过硬件供应)的供应商，必须符合相应有效版本的 ISO/IEC 330xx 标准或 Automotive SPICE®。

Suppliers that develop and/or supply software, also in combination with hardware, must observe the relevant valid version of the ISO/IEC 330xx standards or Automotive SPICE®.

软件开发过程的成熟度评估应通过符合 ISO/IEC 330xx 或 Automotive SPICE®的验证。根据北京奔驰的要求，供应商应根据 ISO/IEC 330xx 提供符合现行版本的 Automotive SPICE®的结果报告。

The maturity level evaluation of the software development process must be verified by Supplier through an assessment in accordance with ISO/IEC 330xx or Automotive SPICE®. At the request of BBAC, Supplier must provide a results protocol of the assessment according to Automotive SPICE® in the current version in accordance with ISO/IEC 330xx.

在报价过程中，无需北京奔驰要求，供应商应在近 12 个月以内，在一个同类项目中，对所有 VDA 过程，各通过至少一个连续过程评估(Automotive SPICE®)，达到级别 1 并附结果报告。



Supplier must verify at least one continuous process evaluation with Level 1 in all processes of the VDA scope in a comparable project along with a result protocol, according to Automotive SPICE® during the tendering phase, without being requested. The underlying assessment must not be older than 12 months.

在具体项目中, 供应商应在定点后 9 个月内, 对所有 VDA 过程, 依据 ISO/IEC 330xx 通过 Automotive SPICE®评估, 通过一个连续过程评估并达到级别 1。

Supplier must verify a continuous process evaluation with Level 1 in all processes of the VDA scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx in the specified project, at the latest 9 months after awarding.

在具体项目中, 供应商应在定点后 18 个月内, 对所有 VDA 过程, 依据 ISO/IEC 330xx 通过 Automotive SPICE®评估, 通过一个连续流程评估并达到级别 2。

Supplier must verify a continuous process evaluation with Level 2 in all processes of the VDA scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx in the specified project, at the latest 18 months after awarding.

在后续项目中, 供应商参与报价的先决条件是对所有 VDA 过程, 依据 ISO/IEC 330xx 通过 Automotive SPICE®评估, 通过一个连续过程评估并达到级别 3。对于服务项目, 供应商应通过一个 ASPIICE 级别 3 的连续评估, 以确保量产(SOP)后的供应。

Prerequisite for the participation in a tendering procedure for subsequent projects is to verify a continuous process evaluation with Level 3 in all processes of the VDA scope by means of Automotive SPICE® Assessment according to ISO/IEC 330xx. With regard to services Supplier must verify a continuous ASPIICE Level 3 to ensure the supply from the Start of Production (SOP).

评估的执行和范围以及审核员的资质都必须满足 ISO/IEC 330xx 的要求和 VDA 蓝金卷 Automotive SPICE®的现行版本标准。

The execution and scope of the assessment and qualification of the assessors must meet the requirements of the ISO/IEC 330xx and the VDA Blue Gold Volume (Blau-Gold-Band) Automotive SPICE® guideline in the current version.

ISO/IEC 330xx 符合性审核可由供应商的独立审核员实施, 该等审核员应具备有效的 intacs 资质或来自北京奔驰认可的外部机构。只要评估结果已经根据 Mercedes-



Benz ASPICE Assessment Guideline®做出并建立文档，北京奔驰就应认可评估结果。

北京奔驰有权根据 ISO/IEC 330xx 或 Automotive SPICE®自行实施评估。

ISO/IEC 330xx compliant audits can be conducted by independent assessors of Supplier with valid intacs certification or by an external company recognized by BBAC. Assessment results shall be recognized by BBAC only if they have been carried out and documented in accordance with the Mercedes-Benz ASPICE Assessment Guideline®. BBAC has the right to carry out an assessment itself according to ISO/IEC 330xx or Automotive SPICE®.

如果严重偏离该等要求，北京奔驰将拒绝接受上述评估。在此情况下，必须由未参加该无效评估的一个独立第三方实施重新评估。重新评估的费用应由供应商承担。

北京奔驰有权根据 ISO/IEC 330xx 或 Automotive SPICE®自行实施评估。

In the event of significant deviations from these requirements, the assessment will not be recognized by BBAC. In this case, reassessment shall be carried out by an independent third party who did not take part in the original, invalid assessment. The costs of this reassessment must be borne by Supplier. BBAC has the right to carry out such a reassessment itself according to ISO/IEC 330xx or Automotive SPICE®.

一经要求，供应商应将软件开发过程中的测试变量(即度量)，例如：每行代码的错误数量、开发阶段的错误分布、软件开发各阶段的效率测试、试验范围(如 C1 或同等测试变量)，通知北京奔驰。供应商应按照类似现行 MISRA 指导方针和 VDA 度量的要求定义度量，并与北京奔驰协商。

On request, BBAC must be informed of measuring variables (the so-called metrics) in the software development process (e.g. number of errors per lines of code, error distribution over development phases, efficiency measurement in various phases of software development, test coverage such as C1 or equivalent measuring variables). Supplier must define these metrics analogous to the current MISRA Guidelines and the VDA metrics and coordinate them with BBAC.

4.6.4 科学和技术发展水平

Scientific and Technical State-of-the-art

供应商应确保其交付的货物或服务符合科学和技术发展水平。

Supplier shall ensure that its Goods or Services correspond to the scientific and technical



state-of-the-art.

4.6.5 质量计划和保证措施

Quality Planning and Assurance

- 4.6.5.1 供应商应积极支持预防性生产准备工作，例如：根据 VDA 标准中的“成熟度级别有效性”(VDA-RGA)，并提供必要的资源，相关合作模式由北京奔驰确定。

Supplier actively supports the preventive series preparation through a cooperation model specified by BBAC, for example, according to the VDA Standard “Maturity level validation” (VDA-RGA), and shall provide the necessary resources for this.

- 4.6.5.2 供应商证明无缺陷产品的实现。供应商凭借质量保证的相关证据证明其质量保证措施。

Supplier proves the faultless product realization. Supplier documents its quality assurance measures with proof of quality assurance.

- 4.6.5.3 一旦可预见违背零缺陷义务的情况，供应商应立即通知北京奔驰。

Supplier informs BBAC immediately as soon as violations of the zero-defect obligation are foreseeable.

- 4.6.5.4 供应商有责任依规格、要求或其他北京奔驰数据决定并妥善定义特定特性(例如：

安全相关特性、认证相关特性、功能相关特性和过程相关特性)，并优化生产体系、工艺和试验方法。如果存在产品缺陷且不能排除在使用产品过程中对生命或健康的威胁，供应商应尽其所能以避免交付缺陷产品。

Supplier is responsible for determining and properly defining the special features (e.g. relevant to safety, certification, function and process) in accordance with the specifications, requirement specifications or other BBAC data, as well as for the suitable optimization of production systems, processes and test methods. If, in the case of a product defect, it is not possible to exclude risk to life or health during use of the product, Supplier must do everything within its power to exclude the possibility of defective deliveries.

- 4.6.5.5 对于机加工和过程能力的检验和评估，应基于 VDA 卷 4 的“Ensuring quality in the process landscape”。在整个生产阶段中，供应商必须通过适当的过程规范确保并证



明生产过程的稳定性。如供应商能力未达标，须对产品和过程特性进行 100%的审核。

若过程能力参数无法证明产品特性，例如对于某些特殊工艺(焊接、热处理、铸造等)，须通过次级特性和/或执行 100%验证提交证据。

在此情况下，北京奔驰可要求供应商采取多种合适的提供证据的方法，以确保各具体零部件在量产中的过程的安全性。

Machine and process capability is examined and evaluated on the basis of VDA Volume 4, Ensuring quality in the process landscape. Supplier must ensure and document production process stability over the entire production period by means of suitable process regulation. A 100% audit of product and process features must be performed if capabilities are not met.

If a product feature cannot be demonstrated with process capability figures, e.g. for specific processes (e.g. welding, heat treatment, casting), proof must be provided by way of secondary features and/or a 100% test must be employed.

In such cases BBAC can demand that suppliers apply different suitable methods of providing evidence for process security specific to components in series production.

- 4.6.5.6 如果供应商负责(或共同负责)开发所提供的货物或服务，供应商必须评估与所提供的货物或服务相关的安全性或认证，并把评估结果记录到所有技术文件、图纸和其他文件材料上。此外，供应商有义务在提交给北京奔驰的技术文件、图纸和其他文件上使用北京奔驰标识。该等标识应以适当的方式在所有后续文件中持续使用。供应商有义务实施现生产中使用的标识的衍生方法，并保存相应的验证信息。

If Supplier is (jointly) responsible for the development of the Goods or Services supplied, Supplier must assess the relevance of the Goods or Services supplied in terms of safety or certification, and note the results of such assessments on all technical documentation, drawings and other documentary material. Supplier is additionally obligated to use BBAC designations in its technical documents, drawings and other documentation, which are made available to BBAC. This identification must be continued in an adequate manner in all further documentation. Supplier is obliged to implement the measures to be derived from the identification in current production and to store the related verification.



4.6.5.7 对于安全相关的紧固系统，供应商必须符合 VDI 指南 2862 的要求。

Supplier must comply with the VDI Guideline 2862 for the safety-relevant fastening systems.

4.6.5.8 北京奔驰标识要求如下：

BBAC specifications for the designation are:

DS:	安全相关的文件记录 Documentation of relevance to safety	其故障或失灵可能对其他道路交通参与者的生命和肢体构成直接威胁的零部件或系统，即为安全性相关的零部件或系统。 Components or systems whose malfunction or failure may lead to a direct risk to the life and limb of other road traffic users are safety-relevant.
DZ:	认证相关的文件记录 Documentation of relevance to certification	其数据、验证、施工许可等将用于认证或各国特殊注册文件的零部件或系统，或车型认证中需核查的零部件或系统，即为认证相关的零部件或系统。 Components or systems whose data, verifications, construction permits are used in certificates or country-specific registration documents or which are checked on type approval are certification-relevant.

出于可追溯性的目的，供应商应该按北京奔驰要求使用独特的序列号以识别零部件，序列号的结构由北京奔驰确定。

For the purpose of traceability, Supplier, at the request of BBAC, shall identify the components with a unique serial number, the structure of which will be defined by BBAC.

供应商有义务每年检查其货物是否符合北京奔驰的规格(包括尺寸、材料、信赖性、法律法规要求、环保、生产控制计划)，即再审。供应商应评估相关文件，并将结果归档，并可应要求向北京奔驰提供。任何对本段的背离须经双方书面同意。

Supplier is obliged to check annually whether its deliveries meet BBAC's specifications (including dimensions, material, reliability, legal specifications, environmental and production control plan) (requalification). Supplier evaluates documents and archives the results. These must be made available to BBAC on request. Any deviation from this paragraph must be agreed in writing between Supplier and BBAC.

4.6.5.9 合作/升级机制

Cooperation/escalation model

该机制适用于供应商遭受严重、反复出现、长期存在的质量和物流问题的情形。



供应商的表现将通过 KPI 方法持续测定，发现的问题可示。如果 KPI 出现问题，将实施相关领域的机制，如 Q-H:ELP (“Quality CHallenges: REcognition, SoLution and Prevention”“质量挑战：识别、解决、预防”)。

基于相应的分级，北京奔驰将确定其他方法。如果北京奔驰基于上述方法支持了供应商，供应商应补偿北京奔驰在上述支持中所产生的费用。

The model is used in response to serious, repeated or long-standing quality and logistics problems of Supplier.

Supplier’s performance is continuously measured by means of KPIs and the findings are made available. If KPIs are exceeded, the model of the respective division takes effect, e.g. Q-H:ELP “Quality CHallenges: REcognition, SoLution and Prevention”.

Depending on the respective classification, additional measures are stipulated by BBAC. If BBAC supports Supplier by means of the above measures, Supplier reimburses BBAC for the costs that accrue and that are generated by said support.

4.6.5.10 北京奔驰的检查

Inspections by BBAC

考虑到根据本采购通则要求，检查已在供应商处完成，在北京奔驰进行的检查仅限于：对照送货单数据与货物标贴、检查装货的数目、检查包装的明显可见的外部运输损坏。

Under consideration of the inspections carried out at Supplier’s premises in accordance herewith, the inspection carried out at BBAC is restricted to the comparison of delivery note data with the goods labels, checking the number of load units and inspecting external transportation damage which is clearly visible on the packaging.

北京奔驰没有更多的检查义务。

There are no more far-reaching examination obligations for BBAC.

4.6.5.11 北京奔驰有权参与供应商及其下级供应商所进行的检查、评估、审核或试验，并有权安排北京奔驰授权的第三方旁观。或经事先协商，北京奔驰在供应商、其下级供应商(及其下级供应商的下级供应商)处自行实施该等审查或安排被授权的第三方



实施。

BBAC is entitled to participate in inspections, appraisals, reviews or tests carried out by Supplier and its sub-suppliers, to have these observed by third parties authorized by BBAC or, following prior coordination, to conduct such inspections itself on the premises of Supplier and its sub-suppliers and their sub-suppliers or to have these carried out by authorized third parties.

4.6.5.12 北京奔驰有权查阅所有开发文件(若为软件, 则包含用于分析目的的源代码, 如:

度量指标的确定)和跟北京奔驰生产有关的文件。

BBAC has the right to inspect all development documents (software incl. source code for the purpose of analysis, e.g. ascertainment of metrics) and documentation which accompanies production, relating to BBAC.

4.7 供应商向北京奔驰交付的货物应符合《中华人民共和国产品质量法》的规定, 供应商应提交货物质量检验合格证明。准备交付的货物应与通过北京奔驰鉴定的正式工装样件的质量保持一致, 并随供货按批提交真实的检测报告。如检测报告被证明不真实, 将导致供应商批量退货、赔偿、甚至北京奔驰对供应商的不信任而取消其供应商的供货资格。

The Goods delivered by Supplier to BBAC shall conform to the Product Quality Law of the People's Republic of China and Supplier shall submit the quality inspection certificate of such Goods. The Goods to be delivered shall have the same quality with those formal samples that have passed BBAC appraisal. Furthermore, real quality inspection report shall be submitted along with the Goods supplied in batch. If the quality inspection report turns out to be fake, Supplier shall confront return of Goods in batch and compensation, therefore, or even disqualification of Supplier for Goods supply due to distrust from BBAC.

4.8 北京奔驰有权对供应商提交的货物或服务进行抽检, 若抽检结果和供应商提交的检测报告不一致, 以北京奔驰的抽检结果为验收依据。若供应商对北京奔驰的抽检结果有异议, 其有权对北京奔驰的检测仪器、检测方法进行确认或委托国家认可的第三方实验室进行确认, 北京奔驰接受国家认可的第三方实验室的认证结果。相关费用由有错方承担。



BBAC shall have the right to carry out spot check verification on the Goods or Services delivered by Supplier. In case of inconsistency between the spot check results and the quality inspection certificate provided by Supplier, the spot check results from BBAC shall be taken as the basis for inspection and acceptance. Supplier shall have the right to verify the inspection instruments and testing methods of BBAC, or entrust a third-party lab authorized by the state to make such verification if Supplier has any doubt about the inspection results from BBAC. BBAC shall accept the certification results from such third-party lab authorized by the state. The relevant costs will be borne by the Party with fault.

- 4.9 如供应商知晓货物存在缺陷，供应商应确保立即如实向北京奔驰说明货物缺陷，并且北京奔驰有权决定缺陷货物的处理方式。

经检测确定的不合格货物，必须由北京奔驰另行决定处理方式并通知供应商。在任何情况下，此等货物不得进入任何商业或非商业渠道。

如违反本条约定，由此给北京奔驰造成的损失由供应商承担。

If Supplier acknowledges there are defects in Goods, Supplier shall warrant to faithfully state the defects of Goods immediately, and BBAC shall have the right to decide the disposal measures for the defective Goods.

The disposal of Goods failing to pass the quality inspection shall be determined by BBAC separately and notified to Supplier. In any case, such Goods shall not enter any commercial or non-commercial channels.

When violating this clause, all the losses of BBAC arising therefrom shall be borne by Supplier.

- 4.10 供应商同意保存其载明所有货物在何时、以何种方式、由何人进行检查的质量记录，以确保其制造的货物无缺陷。此类记录必须保存相应供货结束后 15 年，并一经北京奔驰要求即可提交。如供应商能排除使用其产品对生命和健康所可能造成的风险，则经北京奔驰同意后，其有权缩短文件的保存期限。供应商应要求其所有的下级供应商履行相同义务。

Supplier agrees to maintain quality records for all Goods indicating when, how and by whom any checks have been carried out in order to ensure the defect-free manufacture of Goods. These records must be kept for 15 (fifteen) years following the end of supply and be presented upon BBAC request. Supplier is entitled to reduce the holding period



for documentation upon approval by BBAC if Supplier is able to exclude the possibility of risk to life and health in the use of its Goods. Supplier shall to impose on any sub-supplier the same obligations.

- 4.11 如果负责车辆安全、排放标准、资质许可、认证、国产化审核、或其他类似事宜的政府主管部门要求对制造过程、成本及其它方面进行检查并公开北京奔驰相关产品的记录以满足某些要求，供应商应根据北京奔驰的要求，配合上述部门实现其对北京奔驰的要求并提供合理的帮助。

In case any governmental authority responsible for vehicle safety, emission standards, license, homologation, localization examination or the like requires inspection of the manufacturing process, cost and other aspects and disclosure of the records of related BBAC products, Supplier shall cooperate with such authority to realize its requirements to BBAC and provide it with any reasonable assistance according to BBAC's requirements.

5. 下级供应商管理

Management of Sub-suppliers

- 5.1 北京奔驰拥有为供应商的关键下级零件、原材料或服务指定下级供应商、对下级供应商进行质量评估、商务谈判、质量过程控制等的权利，供应商应予积极配合。该等指定并不意味着免除供应商对该指定下级供应商的质量管理责任，供应商应积极履行其商务关系所赋予的权利和义务。

BBAC reserves the rights to appoint Supplier's sub-supplier(s) for key sub-parts, raw materials or service, carry out quality evaluation against, conduct business negotiation with, control quality process of sub-suppliers, etc., where Supplier shall make active cooperation with BBAC in these respects. Such appointment does not mean relieving Supplier from its responsibility for quality management of the appointed sub-supplier(s). Supplier shall actively fulfill the rights and obligations endowed by its business relationship.

- 5.2 随新产品验证文件，供应商应填写其下级供应商及下级供应商所承制的零部件清单。该清单经双方确认后，除经北京奔驰书面同意外，不得随意更改。

Along with the new product appraisal document, Supplier shall fill out the list of its sub-suppliers and the parts to be produced by such sub-suppliers. Unless otherwise agreed



by BBAC in written, this list shall not be changed once being confirmed by both Parties.

6. 国产化要求

Localization Requirements

- 6.1 如存在适用的国家或地方的国产化审核或相关认证，供应商所提供的货物或服务应符合该等审核要求。该等情况下，供应商应随同报价向北京奔驰提交一份符合国产化要求的国产化计划，该计划具有约束力。供应商应积极配合北京奔驰完成国产化审核工作，并对所承诺的国产化计划由其原因而造成的延迟承担相应责任。

If there exists any applicable national/regional audit of localization or relevant certification, Goods or Services supplied by Supplier shall meet the requirements thereof. Supplier shall submit a localization plan meeting requirements of localization along with the quotation to BBAC in such case, and the said plan has binding effect. Supplier shall actively cooperate with BBAC to complete such localization audit, and shall bear corresponding liability for delay in the promised localization plan due to its reasons.

- 6.2 供应商应支持北京奔驰完成深度国产化，以实现成本与质量的进一步优化。

Supplier shall support BBAC in accomplishing deep localization for the further optimization of cost and quality.

7. 采购合同与发货订单

Purchase Agreement and Call-off

- 7.1 采购合同是北京奔驰与供应商订立的商务合同(以及该等商务合同的变更合同)，包括但不限于《货源确认书》、《框架协议》(或称《价格协议》)、《新产品采购价格协议》、《采购价格调整协议》、《售后备件价格协议》)、《采购订单》(或称《专用装备价格协议》)、《订单》、《三方协议》等。

Purchase Agreement is the commercial contracts (and its amended versions) concluded by and between BBAC and Supplier, including but not limited to, *Nomination Letter, Purchase Contract (or Price Agreement, New Product Purchase Price Agreement or Procurement Price Modification Agreement, Price Agreement of Spare Parts), Purchase Order (or Special Equipment Price Agreement), Order and Three-Party Agreement.*

- 7.2 发货订单是北京奔驰根据采购合同、生产计划编制的货物或服务的需求计划，是供



应商安排生产、交货以及北京奔驰收货、验货的依据。供应商必须严格执行发货订单中有关交货时间、交货地点、交货数量的规定。

Call-off is the Goods or Services requisition plan compiled by BBAC in accordance with Purchase Agreement and production plan, and it is also the basis for Supplier to arrange production and delivery and for BBAC to receive and inspect Goods or Services. Supplier shall strictly implement the provisions in Call-off regarding delivery date, delivery place and delivery quantity.

北京奔驰发出的《售后备件采购订单》亦应被理解为一种发货订单。

The *Purchase Order for AS Parts* shall be interpreted as one type of Call-off.

北京奔驰与供应商订立的《框架协议》(或称《价格协议》、《新产品采购价格协议》、《采购价格调整协议》、《售后备件价格协议》)及其变更合同，是发货订单中的货物的单价的依据。

The Purchase Contract (or Price Agreement, New Product Purchase Price Agreement or Procurement Price Modification Agreement, Price Agreement of Spare Parts) and its amended versions concluded by and between BBAC and Supplier are the base for the piece prices of the Goods in Call-off.

- 7.3 对于国产化零件开发试验合同，在开发试验结果验收时，若北京奔驰发现供应商实际进行的项目或费用和已订立的开发试验合同明细有出入，经与供应商协商，北京奔驰可调整该合同，并保留从尾款中扣除不符合项费用的权利。

As for the contract for development and experiment of localized parts, in case that BBAC finds any inconsistency between the actual items or costs undertaken by Supplier and the list of the already-concluded development and experiment contract, BBAC may adjust the said contract through consultation with Supplier, and reserves the rights to deduct the cost of inconsistent items from the last installment of payment.

- 7.4 随供应商国产化率、制造水平、管理水平、工艺水平的不断提高或完善，北京奔驰保留每个年度对货物或服务实施降价的权利，并经双方同意后重新订立《框架协议》(或《价格协议》)。

As Supplier unceasingly improves or optimizes its localization rate, manufacturing level,



management and process level, BBAC reserves the right to reduce the price of the Goods or Services provided by Supplier every year. Purchase Contract (or Price Agreement) shall be concluded again with mutual agreement.

- 7.5 北京奔驰和供应商均有权因原材料波动而要求调整货物或服务的价格。需要调整的《框架协议》(或《价格协议》)的原材料波动幅度经双方友好协商而定。

Either BBAC or Supplier has the rights to request to adjust the price of the Goods or Services due to fluctuation in raw materials. The range of fluctuation in raw materials of the Purchase Contract (or Price Agreement) will be determined by mutual agreement.

- 7.6 在合作中, 供应商亦有义务确保其在质量、价格、创新能力、供货保障方面的竞争力。如北京奔驰从另一家供应商处获得了更佳方案(从前述各方面综合考量), 北京奔驰将就书面通知供应商。在此后的六个月中, 供应商可实施适当的方法在前述四个方面改进, 以便向北京奔驰提供同等水平的或更佳方案。如供应商在获得书面通知后的六个月内未能完成该等改进, 北京奔驰有权因上述通知中的原因终止合作(包括相应的《框架协议》或《价格协议》)且免于承担赔偿责任。

Supplier also undertakes to be competitive in terms of quality, price, ability to innovate, and security of supply for the duration of cooperation. If BBAC receives a more favorable offer from an alternative supplier, taking all the named criteria into account, BBAC will inform Supplier of this in writing. Supplier will then be given the opportunity, over a period of six months, to improve the aforementioned four criteria by implementing appropriate measures so that it is able to offer BBAC equivalent or better terms. Should Supplier fail to match the more favorable criteria within a period of six months of receiving the written notification, BBAC is entitled to terminate the cooperation, including applicable Purchase Contract or Price Agreement, for cause in respect of the items concerned with a period of six months' notice without payment of any compensation.

- 7.7 北京奔驰为关税调整的唯一受益人, 受益范围包括供应商、供应商的下级供应商的关税调整、退税、免税。供应商应确保其进口的材料执行符合国家法律法规要求的最低关税。

BBAC shall be the only beneficiary of adjustment of custom duty, including the benefits from adjustment, rebate and exemption of custom duty of Supplier and its sub-suppliers. Supplier shall warrant that its imported materials implement the minimum custom duty



that meets the requirements of national laws and regulations.

- 7.8 如采购合同中使用了任何贸易术语，则 Incoterms[®] 2020 规则应适用。但是，如果该等贸易术语并不是 Incoterms[®] 2020 规则中的有效贸易术语，则最近且有效的一版 Incoterms[®]规则应适用。

If any trading term is stipulated in Purchase Agreement, it shall be subject to Incoterms[®] 2020. However, if such trading term is not valid in Incoterms[®] 2020, the most recent valid edition of Incoterms[®] shall be applicable.

8. 更改控制

Modification Control

- 8.1 北京奔驰的更改

Modification by BBAC

- 8.1.1 北京奔驰保留在任何时候更改货物或服务的技术信息及发货订单的权利。

BBAC reserves the right to modify technical information of Goods or Services and Call-off at any time.

- 8.1.2 对于发货订单的更改，供应商承诺能够满足北京奔驰实际需求数量与最终双方确认的发货订单相比 $\pm 15\%$ 的变化，而无需北京奔驰支付额外费用。

As for modification to Call-off, Supplier shall promise to meet the change of $\pm 15\%$ in BBAC's actual demand compared with the Call-off finalized by both Parties, without any additional costs payable by BBAC.

- 8.1.3 北京奔驰提出的技术信息更改所导致的产品价格、工装费用或交货时间上的任何变化，北京奔驰在收到供应商的报价后审核确认。特别是工程变更，需要符合北京奔驰的工程变更控制程序要求。

BBAC may make examination and confirmation after receipt of Supplier's quotation for any changes in product price, Tooling costs or delivery date caused by the modification proposed initiatively by BBAC to technical information. Especially engineering modification shall meet BBAC's requirements of the procedure for engineering modification control.



- 8.1.4 在任何询价或报价中规定的数量仅为定价计算的假设，不构成北京奔驰必须订购此数量的任何义务。

The volumes set out in any RFQ or offers are solely assumptions, i.e. for the purpose of price calculation, and do not constitute any obligation of BBAC to order such volumes.

- 8.1.5 在满足质量要求的前提下，供应商应主动从设计和工艺等方面降低成本。供应商有义务积极控制因变更产生的成本增加。

With the premise of satisfying quality requirements, Supplier shall initiatively reduce cost in terms of design, process, etc. Supplier shall be obligated to actively control cost increase due to any modification.

- 8.1.6 依据双方确认的工程变更文件，北京奔驰对货物零件号的更改，并不影响双方对更改前货物所约定的权利和义务，特别是北京奔驰享有对更改前零件的采购合同中规定的工装继续使用的权利和本通则中规定的供应商对北京奔驰资产应承担的义务。

According to the engineering modification documents confirmed by both Parties, BBAC's modification to parts number of Goods shall not influence both Parties' rights and obligations stipulated on the Goods before modification, especially BBAC's rights to continue to use the Toolings specified in Purchase Agreement for the Goods before such modification, and Supplier's obligations for BBAC assets specified herein.

- 8.2 供应商在以下重大事项上有尽快通知北京奔驰的义务：

- a) 供应商的股东状况的变更；
- b) 供应商遭遇的重大经济纠纷可能影响向北京奔驰供货的情况。

Supplier shall have the obligation to notify BBAC promptly upon occurrence of the following major issues:

- a) Change in shareholder status of Supplier;
- b) Supplier encounters serious economic disputes that may affect supply to BBAC.

9. 物流管理

Logistics Management



9.1 发货订单

Call-off

- 9.1.1 交货规定: 北京奔驰下发的发货订单中应载明交货日期、每次交货数量、运输方式、接收地点及特殊要求等信息。供应商应严格遵守发货订单所载内容交货。

Stipulation on Goods delivery: Call-off issued by BBAC shall expressly indicate delivery information such as delivery date, Goods quantity delivered each time, transportation mode, receiving place, special requirements and so on. Supplier shall deliver Goods according to the contents indicated in Call-off strictly.

- 9.1.2 发货订单信息反馈: 供应商对于北京奔驰的发货订单有异议时, 如是正常的订货, 应于接到发货订单后两个工作日内反馈; 若是紧急订货, 应于接到发货订单后一个工作日内反馈; 所有反馈均以书面形式。在规定期限内北京奔驰未接到供应商的反馈信息, 即表示供应商同意履行发货订单的各项交货信息。

Feedback to Call-off information: Supplier shall give feedback to BBAC within two working days after receipt of a normal Call-off if Supplier has any dissent against the contents of BBAC's Call-off. In case of an urgent Call-off, Supplier shall give feedback to BBAC within one working day after receipt of such Call-off. All the feedbacks shall be given in the form of written notice. If BBAC does not receive any feedback information from Supplier in the prescribed time limit, it shall mean that Supplier agrees to fulfill all the delivery information indicated in Call-off.

9.2 包装与周转器具

Packaging and racks

- 9.2.1 包装(包括循环包装)与周转器具的确认: 北京奔驰发出产品包装与周转器具确认书, 审核确认供应商的包装与周转器具方案。该等确认并不免除供应商对包装与周转器具缺陷的任何责任。供应商所提供的包装与周转器具应符合行业规定和北京奔驰的要求。供应商不得擅自更改北京奔驰认可的包装与周转器具或使用未经北京奔驰认可的包装与周转器具。北京奔驰有权对用于搬运和运输所用的器具及设备



进行检验。供应商应按北京奔驰要求定期提供上述记录。

Packaging (including returnable packaging) and racks confirmation: BBAC issues the confirmation for packaging and racks of product in order to examine and verify the packaging and racks scheme of Supplier. Such confirmation does not release Supplier's liability to any defect about the packaging and racks. The packaging and racks provided by Supplier shall meet industry regulations and BBAC's requirements. Without permission from BBAC, Supplier shall not change any packaging and racks confirmed by BBAC or use any packaging and racks not confirmed by BBAC. BBAC shall have the rights to inspect the instrument and equipment used for transportation. Supplier shall periodically provide the aforesaid records according to BBAC's requirements.

9.2.2 使用循环包装/周转器具: 北京奔驰确定是否使用循环包装/周转器具。

Use of returnable packaging/racks: BBAC determines whether to use the mode of returnable packaging/racks or not.

9.2.3 循环包装/周转器具的投资: 北京奔驰和供应商协商确定循环包装/周转器具投资的支付方式并订立相关协议。

Investment on returnable packaging/racks: BBAC and Supplier jointly discuss and determine the payment mode for the investment on returnable packaging/racks and concluded related agreement.

9.2.4 标签规定: 标签及物流条形码(或二维码等)须符合北京奔驰的要求。

Labeling stipulation: Labels and logistic barcodes (or QR code, etc.) shall meet the requirements of BBAC.

9.3 运输

Transportation

9.3.1 运输方案: 运输方案按北京奔驰与供应商确认的方案执行。北京奔驰保留更改货物交付及运输方案的权利。

Transportation scheme: The transportation scheme shall be carried out according to the confirmation by BBAC and Supplier. BBAC reserves the rights to change the scheme for Goods delivery and transportation.

9.3.2 运输服务提供方: 供应商在得到北京奔驰的同意后可以由运输服务转包。

Transportation service provider: Supplier may subcontract the transportation service



after obtaining consent from BBAC.

9.4 交货

Delivery

- 9.4.1 供应商交货时需持北京奔驰所指定的交货通知单及货品出库检查记录表，并于规定交货期限内交入北京奔驰指定地点。

Supplier shall deliver the Goods to the BBAC-designated place within the specified delivery time limit with the BBAC-designated “Delivery Note” and the “Goods Ex-warehouse Inspection Record”.

- 9.4.2 供应商的过错导致延迟交货，尽管供应商做了积极努力并且北京奔驰给予了全力支持，仍造成北京奔驰停产，供应商应以停产每分钟 4,000 元为标准赔偿北京奔驰的损失。

In case BBAC suffers the loss of production halt due to the delayed delivery resulting from Supplier’s fault, Supplier shall compensate BBAC based on the rate of RMB 4,000 Yuan per minute of stop of production, even though Supplier has done its best and got the fully support from BBAC.

- 9.4.3 供应商未能按北京奔驰发货订单要求的数量交货时，北京奔驰将向供应商发出书面通知。供应商超出订单要求交货部分，北京奔驰有权拒绝接收。如北京奔驰同意暂存该部分货物，供应商应向北京奔驰补偿所发生的仓储费用。

BBAC will deliver a written notification of non-conformance of delivery quantity caused by Supplier. If the delivery quantity is over the Call-off, BBAC has the rights to refuse the extra Goods. If BBAC agrees to store such Goods temporarily, Supplier shall compensate BBAC for the storage cost occurred.

- 9.4.4 若供应商在一个年度内，发生三次以上(含三次)未按北京奔驰发货订单交货而造成北京奔驰停产，供应商除承担上述 9.4.2 规定的北京奔驰停产损失外，还应承担北京奔驰的追加索赔，索赔额度为年度发货订单总值的 1%。

In case Supplier fails to deliver Goods as per the contents of BBAC’s Call-off for three or more than three times within one year and such failure causes loss of production halt, Supplier shall compensate BBAC for such loss stated in Clause 9.4.2, and in addition,



BBAC will further claim for compensation against Supplier in an amount equivalent to 1% of total Call-off value of the year.

9.5 验收

Acceptance

- 9.5.1 因包装或周转器具缺陷导致货物受损，供应商应承担换货发生的一切费用和由此给北京奔驰造成的损失，经双方证实的、由北京奔驰储运造成的损害除外。

In case of any defect in the packaging or racks resulting in damaging Goods, Supplier shall bear all the expenses incurred to replace the Goods and the losses of BBAC caused thereby, except the damage incurred by transportation and storage of BBAC which is confirmed by both Parties.

- 9.5.2 开箱检验时发现短装或错装并经供应商确认后，供应商必须及时补货或换货，所发生的一切费用由供应商承担。

Supplier is responsible for replenishment or replacement immediately in case of any shortage or wrong delivery found in incoming inspection and confirmed by Supplier. Supplier shall bear all the expenses incurred thereby.

9.6 货物所有权转移

Transfer of Goods Ownership

货物按照发货订单中约定的交货地点完成交付后，所有权从供应商转移至北京奔驰。

After the Goods is delivered and taken over at the delivery place stipulated in Call-off, the ownership of the Goods is transferred from Supplier to BBAC.

9.7 付款

Payment

- 9.7.1 付款条款于双方订立的《框架协议》、《采购订单》、《订单》中规定。

Payment terms shall be subject to the corresponding terms of *Purchase Contract*, *Purchase Order* or *Order* concluded by and between both Parties.

- 9.7.2 原则上发票为每月开具一次，发票数量以北京奔驰验收入库数为准，单价以适用的



采购合同为准。

In principle, Supplier issues invoice once every month. The quantity in invoice is subject to the acceptance and in-warehouse records of BBAC and the piece price is subject to the applicable Purchase Agreement.

- 9.7.3 由供应商提交的、用于生产过程和产品批准程序(PPA)的初始样件, 构成启动成本的一部分, 应免费提供。启动成本已计入量产价格。

量产价格自供应商交付由量产生生产设备生产的零件起生效。该等效力不受交付目的及交付地点的影响。

The initial samples to be supplied by Supplier for the production process and product approval procedure (PPA) in accordance herewith form part of the start-up costs and must therefore be supplied free of charge. The start-up costs are covered by the series price.

The series price becomes valid for Supplier's deliveries as of the point in time when parts are produced using series production tools. This applies regardless of the purpose and place of delivery.

- 9.8 由北京奔驰提供的零件及原材料

BBAC-supplied Parts and Materials

- 9.8.1 “支付给料”为: 供应商在制造货物时, 北京奔驰以有偿方式向供应商提供的零件或原材料。供应商在收到北京奔驰支付给料清单时, 应于指定工作日内办理相关结算及领用手续。

“Pay As Built (PAB)” means the parts or materials which BBAC supplies to Supplier and Supplier pays for to manufacture Goods. Supplier shall finish the relevant settlement and receipt procedures within specified working day(s) after receiving the PAB list.

- 9.8.2 供应商应妥善保管支付给料, 不得使支付给料受损、变质、遗失等。供应商必须定期向北京奔驰报告支付给料的库存状况。

Supplier shall properly take care of PAB and shall not cause damage, deterioration and loss of PAB. Supplier shall periodically report the inventory status of PAB to BBAC.

- 9.8.3 支付给料应仅用于生产货物。供应商不得将支付给料销售或转让给第三方, 或设置



任何第三方权利。

The PAB shall only be used for the production of Goods. Supplier shall not sell or transfer PAB to any third party, or impose any third-party rights thereon.

9.8.4 支付给料存在缺陷时，由双方质量部门协商判定责任归属。

The attribution of liability for any defect of PAB shall be determined by the quality departments of both Parties through consultation.

9.8.5 当采购合同期满，且没有续签新的采购合同时，供应商应当按照北京奔驰的指示在 30 天内返还或销毁支付给料。

Upon expiration of Purchase Agreement, if no Purchase Agreement is renewed, Supplier shall return or dispose the PAB within 30 days upon instruction of BBAC.

10. 备件管理

Management of Spare Parts

10.1 供应商供给北京奔驰的备件，除双方特殊约定外，必须执行与同期量产货物或服务相同的质量标准和零件价格。

The spare parts supplied by Supplier to BBAC, unless otherwise specially agreed by both Parties, shall be supplied with the same quality standards and parts price as the contemporary Goods and Services for series production.

表现优异的备件供应是终端客户购买北京奔驰产品的重要原因，也是北京奔驰产品的重要竞争力。因此，对北京奔驰而言，在价格、质量、遵守交期等方面，备件的供应与对量产的供应同样重要。

The high performance level of spare parts supply is a significant purchasing factor for BBAC customers and as such a significant competitive feature of BBAC products. Consequently, with respect to pricing, quality and observance of delivery deadlines, spare parts supply has the same significance to BBAC as the supply of production.

在本第 10 条中，“备件”亦应根据其语境，被理解为“货物”。

In this clause 10, the expressions as “spare parts” shall be interpreted as “Goods” as well according to its context.



10.2 供应商保证北京奔驰整车停产后至少 15 年的备件供应。

整车停产后的三个日历年中，备件价格为最终适用的量产零件价格加上实际发生的特殊包装和物流费用。三个日历年后，所有价格调整要求应被详细列出，并提供书面证明。该等要求构成后续谈判的基础。谈判过程中的备件价格应保持不变。

Supplier undertakes to supply BBAC with spare parts for the product for a period of at least 15 years after the discontinuation of series production of vehicle of BBAC.

Once series production of vehicle has ended, the most recent applicable series production price plus the actual costs incurred for special packaging and logistics will continue to apply to the supply of spare parts for further three calendar years. Once the three calendar years are over, all requests for price adjustments must be listed in detail with documentary evidence. This serves as the basis for further negotiations. The obligation to continue supplying spare parts at initially unchanged prices will remain in place for the duration of the negotiations.

10.3 按照北京奔驰的要求，供应商应供应可拆散的构成系统或总成的下级零件的备件。

该等构成系统或总成的下级零件，其备件价格由价格细分确定，并应减去组装成本。

As requested by BBAC, Supplier shall supply sub-parts for systems/assemblies that can be disassembled as spare parts.

In the case of sub-parts for systems/assemblies, the price of the spare parts is determined by breakdown, deducting assembly cost from the price.

10.4 供应商应当按照北京奔驰的要求对备件进行适当的包装，必要时进行适当的保护，

以达到备件供货的标准并避免运输过程中的损失。

Supplier shall pack and protect the spare parts according to the requirements of BBAC, in order to reach the standard of spare parts delivery and to avoid damages during transportation.

如北京奔驰要求为备件进行专门的试验，供应商应予以充分配合。

If BBAC requests a special test for spare parts, Supplier shall cooperate fully.

10.5 供应商应按照北京奔驰的要求将备件发往指定地点。

Supplier shall deliver the spare parts to the destination appointed by BBAC.



- 10.6 未经北京奔驰事先书面同意，供应商不得将北京奔驰开发、或北京奔驰付费开发、或用北京奔驰拥有所有权的工装制造的货物，包括总成的拆散件，供给任何第三方。
- 供应商有义务保证其相关的下级供应商履行该条款。

Supplier shall not supply the Goods (including disassembled parts of Goods) that BBAC developed or whose development is paid by BBAC, or manufactured on Toolings owned (or partially owned) by BBAC, to any third party without the prior written consent of BBAC. Supplier is obliged to assure that the relative sub-suppliers shall perform this clause.

- 10.7 根据北京奔驰的要求，供应商应向北京奔驰或北京奔驰的特约维修站提供售后服务技术支援、售后服务技术培训、维修手册、最新的可拆散下级件目录。

Upon request of BBAC, Supplier shall provide after-sales-service technical assistance, after-sales service technical training, maintenance manual, and the latest catalogue of the disassembled sub-parts to BBAC or the maintenance workshops authorized by BBAC.

11. 索赔

Claim

- 11.1 零公里索赔

0-km Claim

- 11.1.1 经双方确认由供应商过错造成样件初次验证不合格，则直至货物或服务验证合格的零件费用、鉴定费用由供应商承担。

Supplier shall bear the expenses of parts and experiment, if samples are rejected in the first test due to the fault of Supplier, which is confirmed by both Parties, until the Goods or Services, is qualified.

- 11.1.2 由于供应商过错造成北京奔驰国产化计划的延迟，经北京奔驰事先书面同意，供应商应自费采购其关联公司生产的、合格的、相同零件，并以国产件价格向北京奔驰供货，或承担北京奔驰不得不使用紧急订货(如 EX33)订购 KD 件而发生的费用与采购国产件发生费用的差价。

In case the delay of localization plan due to the fault of Supplier, with the prior written consent of BBAC, Supplier shall purchase the qualified same parts produced by its



affiliates and supply to BBAC at the price of localization parts on its own expense, or undertake the price difference between the price of which BBAC have to use urgent order (e.g. EX33) to order KD parts and the price of localization parts.

- 11.1.3 由于供应商原因而导致货物或服务开发失败，供应商应无条件退回北京奔驰预先支付的工装款、开发试验款。

Supplier shall unconditionally return the advance payment of Toolings and development/experiment by BBAC in case of failure in Goods or Services development due to the fault of Supplier.

- 11.1.4 北京奔驰将依据供应商在质量、物流、采购、研发等方面的表现及供应商的事故记录，对供应商定期实施绩效考核。绩效考核的结果将通知供应商，并将影响北京奔驰与供应商之间的商务条件。

BBAC will conduct performance evaluation towards Supplier regularly based on Supplier performance regarding quality, logistics, purchasing and R&D as well as the record of accident. The result of the performance evaluation will be sent to Supplier and will influence the commercial terms between BBAC and Supplier.

如供应商在绩效考核中连续三次不及格，北京奔驰将在新项目定点时降低其评分。

If Supplier failed in three consecutive performance evaluations, BBAC will reduce Supplier's scores in the sourcing for new projects.

- 11.1.5 如果(部分)货物或服务存在缺陷，在不影响北京奔驰根据合同和/或法律规定所享有的任何其它权利的前提下，北京奔驰有权根据具体的情况合理选择任何一项以下救济措施：

- a) 挑选、修理或返工；
- b) 更换有缺陷货物；
- c) 将有缺陷货物退还给供应商，并要求返回已付给供应商的相应货款。

In any case of the defective Goods or Services (or partial Goods or Services is defective) and without prejudice to any other rights of BBAC under the contract and/or law, BBAC shall have the right to reasonably select to demand any of the following remedies according to the specific circumstances:



- a) sort, repair or rework;
- b) replacement of defective Goods; or
- c) return the defective Goods to Supplier and require returning of any money paid to Supplier as consideration for these Goods.

11.1.6 对于货物或服务缺陷引起的任何损失, 供应商应保证北京奔驰不受损害, 并向其赔偿, 特别是:

- a) 生产损失, 如缺陷货物的处理、由于使用缺陷货物而发生的额外的终端处理;
- b) 若 11.1.5 中 a)或 b)项的补救措施由北京奔驰或北京奔驰委托第三方来实施, 则供应商应赔偿北京奔驰或该等第三方所发生的费用;
- c) 检查费用, 如对货物和车辆重新检查以确定缺陷货物;
- d) 重新核对的费用, 如核对包装和所附文件上错误的数量、产品代码、或批号;

Supplier shall hold BBAC harmless for and compensate any damages and losses caused by defects of the Goods or Services, in particular:

- a) loss of production: such as defective production operations, additional final processing due to the use of defective Goods;
- b) execution by BBAC or any third party commissioned by BBAC of the remedies in 11.1.5 a) or b), Supplier shall reimburse any related costs incurred by BBAC or such third party;
- c) costs for inspections, such as re-inspections of Goods and vehicles in order to identify defective Goods; and
- d) costs for re-measurement in cases such as mis-indication of quantity, product code or lot number on packaging and accompanying documents.

11.1.7 驻厂人员

On-site Representative

供应商的在线支持客服或驻厂人员(以下简称“驻厂人员”), 在北京奔驰厂内时, 应遵守北京奔驰公司及生产线的管理规定, 仅在北京奔驰的批准的厂区范围内工作。

如增加、减少、更换任何驻厂人员, 供应商应及时通知北京奔驰相关负责人。

如驻厂人员实施返修工作, 供应商应完成并向北京奔驰提供相应的返修记录, 内容



应至少包含：日期、车号、返修内容、返修结果、返修人。

The customer service staff at production line or in-house representative of Supplier (hereinafter referred as to “On-site Representative”) shall follow the company and production line management regulation of BBAC in BBAC plants, and shall only work in the specific area approved by BBAC.

In case of increase, decrease or change of On-site Representative, Supplier shall inform the corresponding responsible of BBAC in time.

If On-site Representative carries out any rework, Supplier shall finish and provide corresponding rework record to BBAC, of which the content shall at least include date, vehicle number, rework details, rework result and the person who carries out such rework.

11.1.8 挑选、返修、预防信息零件

Sorting, Rework and Preventive Information Parts

如货物已经交付至北京奔驰，且因货物存在缺陷而需要挑选或返修，但供应商驻厂人员无法实施该等挑选或返修，则该等挑选或返修应由北京奔驰或北京奔驰委托的第三方执行。供应商应向北京奔驰支付该等挑选或返修的费用。

但是，如该等零件属于预防信息零件，经与北京奔驰协商，供应商可以与北京奔驰指定的第三方订立合同，并在北京奔驰厂内实施至多三个工作日的挑选或返修。在此情况下，供应商应自行与第三方结算，并且供应商应确保第三方人员在北京奔驰厂内遵守北京奔驰公司及生产线的管理规定。

如预防信息零件尚未装车，则不计入 PPM。

挑选或北京奔驰的检查，不能免除供应商在过错范围内应承担的责任。

If Goods have been delivered to BBAC and have to be sorted or reworked due to Goods defect, but On-site Representative cannot carry out such sorting or rework, such sorting or rework shall be implemented by BBAC or the third party commissioned by BBAC. Supplier shall pay BBAC the cost of such sorting or rework.

However, if the parts concerned are preventive information parts, after consultation with BBAC, Supplier may conclude contract with the third party appointed by BBAC and carry out sorting or rework in BBAC plant for at most three working days. In this case, Supplier



shall settle the payment with the third party directly, and furthermore, Supplier shall warrant the staff of the third party shall abide by the administrative rules of BBAC within BBAC plant.

If the preventive information parts are not installed into vehicles, they shall not be calculated into PPM.

The sorting or inspection of BBAC shall not exempt any liability taken by Supplier within the scope of its fault.

11.1.9 8D 报告时限要求

Deadline of 8D Report

供应商应于北京奔驰发出质量问题通知后的 24 小时内提供短期/临时措施, 5 个工作日内提交完整的 8D 报告。

Supplier shall provide short-term/temporary countermeasure within 24 hours and submit the completed 8D report within 5 working days after BBAC issues notification on quality issue.

- 11.1.10 对于零公里索赔, 北京奔驰将通过 SQMS 系统(Supplier Quality Management System, 供应商质量管理体系)或 SAP 系统向供应商发送《供应商索赔通知单》(以下简称“通知单”)。供应商应及时在 SQMS 系统或 SAP 系统中就通知单予以确认或进行回复。该等确认或回复应被视为供应商就索赔事项的真实、明确、有效的意思表示, 可作为后续索赔流程(特别是财务结算)的凭证。

如通知单发出后 4 周内, 或供应商的索赔件领走后的 20 个工作日内, 北京奔驰在 SQMS 系统或 SAP 系统中未收到供应商的任何反馈信息, 则应视为供应商认可其质量责任的存在和索赔金额。该等情况下, 北京奔驰可直接开具索赔发票。索赔发票由北京奔驰质量部以邮政快件形式寄往供应商, 相应的索赔款自北京奔驰应付供应商的货款中扣除。

对于供应商选择电汇方式支付的索赔款, 如供应商在收到索赔发票后的下个月第



一日起的 45 日内仍未足额支付索赔款，则北京奔驰有权在应付供应商的货款中扣除相应的索赔款。供应商确认该扣款。

In terms of 0-km claim, BBAC will issue Supplier Claim Notification (hereinafter referred to as “Notification”) to Supplier via SQMS (Supplier Quality Management System) or SAP to Supplier. Supplier shall confirm or respond to Notification in SQMS or SAP. Such confirmation or reply shall be deemed as the true, explicit and valid intention of Supplier regarding claim and can be the proof used in the following claim process, especially for financial settlement.

In one of the following cases, namely BBAC has not received any feedback information from Supplier in SQMS or SAP ①within 4 weeks after issuing of Notification, or ②within 20 working days that claimed parts of Supplier are collected, it shall be deemed that Supplier accepts the existence of its quality liability and the amount claimed, and the compensation invoice can be directly issued. The compensation invoice shall be mailed to Supplier by BBAC Quality Management via express mail, and the corresponding compensation payment shall be deducted from the due payment that BBAC shall pay Supplier.

In terms of any compensation to be paid via T/T upon the choice of Supplier, if Supplier fails to pay it in full amount within 45 days from the first day of the following month after the receipt of compensation invoice, BBAC shall be entitled to deduct the corresponding amount from the due payment that BBAC shall pay Supplier. Supplier confirms such deduction.

11.2 售后索赔

After-sales Claim

- 11.2.1 北京奔驰和供应商有义务依国家法律法规的要求，履行各自的义务，承担相应的质量责任和法律责任。凡因供应商提供的货物或服务质量问题引起北京奔驰的纠纷，供应商应无条件地对任何具有法律效力的裁决文书中认定的属于供应商提供的货物或服务的质量缺陷承担责任，赔偿北京奔驰由此蒙受的损失。供应商有权依法提出异议，但异议期间不影响责任的承担。

BBAC and Supplier are obliged to perform their respective obligations and undertake corresponding quality and legal liability as required by laws and regulations of the state. In case of any BBAC's disputes caused by quality problems with Goods or Services



supplied by Supplier, Supplier shall unconditionally undertake the liability for the quality defect of Goods or Services supplied by Supplier as recognized in the judgment instrument with legal effect, and compensate BBAC's losses thus incurred. Supplier has the right to object as per law, but the undertaking of liability shall not be influenced in the period of objection.

- 11.2.2 货物或服务的保修期不少于该采购通则要求的保修期。保修期内由于供应商原因导致的产品缺陷，供应商负有无偿更换和赔偿用户相关损失的责任。

The warranty period of Goods or Services shall be no less than the warranty period indicated herein. As for product defect caused by the reason of Supplier within the warranty period, Supplier is obligated to replace free of charge and compensate the related loss of users.

保修期的具体要求于《北京奔驰保修特殊条款》(附件一)中规定。

Detailed requirements of warranty period are stipulated in "BBAC Warranty Special Terms" (Attachment 1).

- 11.2.3 如果货物在保修期内有任何缺陷，供应商应承担相应的责任，除非缺陷是由以下情况引起的。

- a) 车辆所有者或用户对货物不当处理、使用或进行结构更改。
- b) 北京奔驰提供给供应商的用于生产货物的材料存在缺陷，前提是供应商已经及时履行其义务，特别是当供应商在已经知道或应该知道这些缺陷时已及时通知北京奔驰。
- c) 由北京奔驰提供给供应商的用于生产货物的设计和规格存在缺陷。

In the event of any defect occurring within warranty period of Goods, Supplier shall bear the corresponding liability, unless the defect is caused by the following conditions.

- a) Owner or user of vehicle improperly deal with or use Goods or modify structure of Goods.
- b) The materials supplied by BBAC to Supplier for Goods production are defective, provided that Supplier has promptly performed its obligations, especially promptly notified BBAC when Supplier has known or should know such defects.
- c) Design and specification provided by BBAC to Supplier for Goods production are defective.



- 11.2.4 经双方确认后，汽车行业公认的易损件或消耗品可不规定保修期，但供应商应承诺相应的使用寿命、保质期或有效期，并获得北京奔驰的批准。

Warranty period for the quick-wearing parts and consumables commonly recognized by automotive industry may not be stipulated after confirmation by both Parties, but Supplier shall promise corresponding service life or expiry date which shall be approved by BBAC.

- 11.2.5 因政府要求召回、基于北京奔驰要求供应商同意的召回、供应商主动实施的召回，不受保修期的限制。

The recall required by the government, or required by BBAC and conducted by Supplier, or conducted by Supplier voluntarily shall not be restricted by warranty period.

- 11.2.6 基于可归咎于供应商货物或服务缺陷而采取的召回及预防措施所发生的直接费用(包括但不限于：与用户联系的费用、零件索赔成本、售后服务的人工费、政府部门的罚金)由供应商承担。

北京奔驰和供应商未就缺陷的原因及其对安全和/或环境的影响达成一致，并不影响北京奔驰单方实施召回或采取预防措施。北京奔驰有权委托国家授权的权威机构判定该等产品缺陷的责任，供应商保证依该等判定结果承担相应的责任。

Direct costs incurred due to recall and preventative measures taken due to defect of Goods or Services of Supplier, including but not limited to, the cost of user contact, parts compensation cost, labor cost for after-sales service and governmental department's penalty, shall be undertaken by Supplier.

In case BBAC and the Supplier do not reach consensus on the reason of product defect and its influence on safety and/or environment, BBAC's action for unilaterally implementing callback or taking preventative measures shall not be influenced. BBAC has the right to entrust the institutions authorized by the State to judge the responsibility for product defect, and Supplier warrants undertaking corresponding responsibility based on the judgment.

- 11.2.7 北京奔驰有权委托其经销商或特约维修站对供应商货物的缺陷进行分析并实施修理或更换。

BBAC has the right to entrust its dealers or franchised maintenance station to evaluate



the defect of the Goods and repair or replace them.

北京奔驰负责对北京奔驰经销商和特约维修站返回的索赔件进行管理，并及时向供应商提供有关供应商的索赔政策、索赔标准、索赔件、索赔件的相关信息等。北京奔驰承诺免费保存供应商的索赔件 3 个月。供应商应在接到北京奔驰的索赔信息后及时派专人到北京奔驰索赔件库房提取索赔件，以实施鉴定，进行质量分析、提交分析报告。

BBAC is responsible for the management on the claimed parts returned from BBAC's dealers and franchised maintenance stations, and supplying timely relevant claim policy, claim standard, claimed parts and information of claimed parts to Supplier. BBAC undertakes to store the claimed parts of Supplier for 3 months free of charge. After receiving claim information of BBAC, Supplier shall send specialists to the warehouse of claimed parts in BBAC to collect the claimed parts for evaluation, quality analysis and submission of the analysis report.

供应商对索赔件的鉴定和质量分析应客观、公正、真实，北京奔驰有权对供应商的质量分析报告中的否定项进行重新鉴定。供应商应保护好其否定的索赔件的状态(包括原标签)，根据北京奔驰的要求进行处理。若供应商故意修改、隐瞒鉴定结果，北京奔驰保留追加对供应商索赔的权利。

Supplier shall be objective, fair and true in the evaluation and quality analysis on the claimed parts. BBAC has the right to reappraise the rejected items in Supplier's quality analysis report. The claimed parts rejected by Supplier shall be kept in their current status (including the original label), and shall be treated as per BBAC's requirement. In case that Supplier modify or conceal the analysis results on purpose, BBAC shall reserve the right to claim compensation from Supplier.

当货物或服务出现或可能出现质量问题而引起事故、纠纷、争议时，供应商有义务配合北京奔驰及时赶赴事故现场并对相关问题进行质量鉴定。如果供应商拒绝或有意拖延时间赶赴事故现场，则视为供应商接受北京奔驰对该质量问题的分析及判定，并承担相应责任。

In case of accidents, disputes caused by quality problems or possible quality problems



due to the Goods or Services, Supplier is obligated to assist BBAC, arrive at the site in time, moreover, conduct quality analysis on relevant problems. In case Supplier refuses or delays to arrive at the site on purpose, it shall be deemed as that Supplier accepts BBAC's analysis and judgment on these quality problems, and is liable accordingly.

- 11.2.8 对于售后索赔, 北京奔驰依据供应商出具的索赔件的质量分析报告, 和供应商确定赔偿比例, 并向供应商开具《北京奔驰供应商保修索赔通知单》。其内容包括: 零件费、工时费、连带损失费用及其它费用。《北京奔驰供应商保修索赔通知单》将以邮政快件或 email 形式寄往供应商。

In terms of after-sales claim, in accordance with the compensation quality analysis report issued by Supplier, BBAC shall decide the compensation proportion with Supplier, and issue "BBAC Supplier Warranty Compensation Notice" to Supplier, including the component cost, labor-hour cost, joint and several loss and other costs. The "BBAC Supplier Warranty Compensation Notice" shall be mailed to Supplier in express mail or email.

供应商收到《北京奔驰供应商保修索赔通知单》后, 应及时签字盖章并返回北京奔驰, 以便进行财务结算。

After receiving the "BBAC Supplier Warranty Compensation Notice", Supplier shall sign and seal in time and return it to BBAC, so as to conduct financial settlement.

发生下列情况之一: (1)《北京奔驰供应商保修索赔通知单》发出后 4 周, (2)供应商的索赔件领走后 20 个工作日, (3)供应商的索赔件在北京奔驰超过了北京奔驰的保存期限, 但北京奔驰仍未收到供应商的任何反馈信息, 则视为供应商认可其质量责任的存在, 北京奔驰可直接开具索赔发票。索赔发票由北京奔驰的质量工程中心以邮政快件形式寄往供应商, 相应的索赔款自北京奔驰应付供应商的货款中扣除。

If BBAC has not received any feedback information from Supplier in one of the following cases, namely (1) within 4 weeks after issuing of "BBAC Supplier Warranty Compensation Notice", (2) within 20 working days that claimed parts of Supplier are collected, or (3) claimed parts of BBAC have been stored in BBAC exceeding the storage term of BBAC, it shall be deemed that Supplier accepts the existence of its quality liability, and the compensation invoice can be directly issued. The compensation invoice shall be mailed to Supplier by BBAC's QEC via express mail, and the corresponding compensation



payment shall be deducted from the due payment that BBAC shall pay Supplier.

- 11.2.9 除上述内容外，详细的售后索赔流程及要求于《北京奔驰保修特殊条款》(附件一)中规定。

Beyond the content above, the detailed after-sales claim process and requirements are stipulated in "BBAC Warranty Special Terms" (Attachment 1).

- 11.3 如因供应商所交付的货物或服务，北京奔驰被提起产品责任索赔或诉讼，北京奔驰对该等索赔或诉讼提出抗辩，供应商承担由此产生的费用，除非供应商能证明相关费用系因北京奔驰所提供的设计或其制造所引起。

If a claim or a lawsuit based on product liability due to the Goods or Services delivered by Supplier is brought against BBAC, BBAC shall defend itself against such claim or lawsuit and Supplier shall bear the costs incurred thereby, except where Supplier is able to prove that the relevant costs incurred arose from the design by BBAC or manufacturing of BBAC.

北京奔驰和供应商应相互合作以避免产品责任索赔或诉讼或采取应对措施。

BBAC and Supplier shall cooperate to prevent, defend, or draw up counter-measures against the claim or lawsuit based on product liability.

12. 工装

Toolings

- 12.1 除经双方另行书面约定，本通则所述的“工装”系北京奔驰付费的(包括摊销的)、用于试验或生产货物或服务的直接或间接的器材或设备(以及为确保供货所需的所有后续器材或设备)，包括但不限于：工具、模具、夹具、量具、检具。

北京奔驰拥有工装的所有权、制造工装的数模的所有权(或知识产权)、提供给供应商的技术信息的所有权(或知识产权)。供应商不得以任何形式对上述工装、数模、技术信息进行其名下所有权(或知识产权)的申请、注册或登记。除非北京奔驰书面同意，供应商不得利用北京奔驰的商标或利用其作为北京奔驰供应商的身份为自己做广告。



工装的所有权于北京奔驰向供应商付款后转移至北京奔驰。

Unless otherwise mutually agreed in written by both Parties, the “Toolings” hereof shall be the direct or indirect apparatus and equipment (and all the subsequent ones for ensuring delivery) paid by BBAC (including amortization) for test or production of Goods or Services, including but not limited to tools, modules, jigs, gauges and inspection devices.

BBAC owns the ownership of Toolings, the ownership (or IPR) of the model for producing Toolings and the technical information provided to Supplier by BBAC. Supplier shall not, in any form, make any ownership (or IPR) application or registration of the aforesaid Toolings, model and technical information under its own name. Supplier shall not advertise itself with BBAC’s trademarks or as BBAC supplier, unless with written consent by BBAC.

The ownership of Toolings shall be transferred to BBAC upon the payment by BBAC to Supplier.

- 12.2 就摊销付费的工装，仅当供货中断时，北京奔驰才可要求供应商交出该等工装。如发生此情况，就未完成摊销的费用，北京奔驰和供应商应根据造成供货中断的原因，协商达成一致意见。

In terms of all Toolings that amortized, BBAC may only demand such Toolings be surrendered in the event of an interruption in delivery. In this case, upon the reason of interruption in delivery, BBAC and Supplier shall get a mutual agreement regarding the percentage of the Toolings costs, which have not been amortized.

- 12.3 由供应商承制的工装通过了北京奔驰的验收，并不意味着免除供应商对工装质量缺陷的责任。

The fact that the Toolings produced by Supplier have passed the inspection by BBAC for acceptance does not mean that Supplier’s liabilities for the quality defects with such Toolings can be exempted.

- 12.4 北京奔驰对工装验收时，如发现实际情况与双方订立的采购合同的相关内容不符，供应商确认后，北京奔驰有进一步调整该合同并从付款中扣除不符合项费用的权利。

In case of any inconsistency between actual status and the related contents in Purchase Agreement concluded by both Parties is found by BBAC in inspection for acceptance of



such Toolings, BBAC has the right to further adjust such Purchase Agreement and deduct the expense for the un-conforming items from the **payment** after confirmation by Supplier.

因北京奔驰技术规格变更而需修改工装时，供应商应首先按照修改工装所需的最低费用向北京奔驰书面报价。仅当北京奔驰书面委托供应商后，供应商才可以修改工装。北京奔驰不应支付任何因不符技术规格变更所致的费用。

In the event that modifications to Toolings are required due to changes in BBAC's technical specifications, Supplier must first provide BBAC with a written offer for modification of Toolings with the least possible expenditure. Modifications to Toolings may be carried out by Supplier only after BBAC has commissioned Supplier in writing. Any expenditure in excess of these specifications shall not be remunerated by BBAC.

- 12.5 供应商承制的工装的使用寿命应保证北京奔驰明示的整车生产周期内货物总量的需求和整车停产后至少 15 年的备件需求。

The service life of Toolings produced by Supplier shall meet the total demand for Goods in the production cycle of vehicles expressly indicated by BBAC, and the demand for spare parts within at least 15 years after end of production of vehicles.

- 12.6 供应商保证在其领域或控制范围内的工装处于良好状态，以保证按时保质保量提交货物或服务。供应商应按北京奔驰的管理要求在工装上贴附北京奔驰的永久性资产标识，每年向北京奔驰提交北京奔驰工装状态清单，并且在提前通知的情况下，接受北京奔驰的随机检查。由于供应商的过错造成北京奔驰资产受损、丢失以及由该等受损、丢失造成北京奔驰停产所引起的相关损失，由供应商承担。

Supplier shall warrant maintaining the Toolings within Supplier's field or control scope in good condition, to warrant that Supplier can deliver Goods or Services as per required quantity and quality in time. Supplier shall label BBAC's permanent asset marks on Toolings according to BBAC's management requirements and submit the Toolings status list to BBAC annually, and to accept BBAC's random examination in case of prior notification from BBAC. Supplier shall bear the liability for the related losses caused by damage or loss to BBAC Toolings due to Supplier fault and stoppage in BBAC production caused by such damage or loss.

无论其所有权状况，供应商均应对工装和其他生产设备尽到注意义务(其程度应足



以确保向北京奔驰的正常供应)。

Regardless of ownership, Supplier must treat all Toolings and other production equipment with the degree of care necessary to ensure appropriate supply of BBAC.

- 12.7 供应商应在其领域或控制范围内的北京奔驰的工装投保财产一切险。

Supplier shall insure the Toolings of BBAC within the Supplier's field or control scope with all-risk insurance.

- 12.8 供应商以向北京奔驰提供货物或服务为目的和前提，享有无偿使用工装的权利，并负有支付使该等资产处于良好状态所需的维修、保养、保险等费用的义务。

Supplier shall enjoy the right to make free-of-charge use of Toolings with the purpose and premise of supplying Goods or Services to BBAC, and undertake the obligation to pay all costs for repair, maintenance and insurance in order to maintain such Toolings in good condition.

- 12.9 除经北京奔驰书面同意，供应商不得以任何形式将工装、北京奔驰拥有所有权(或知识产权)的技术信息、凭借该等工装或技术信息生产的产品转让、租赁、出售给第三方，亦不得使用上述技术信息、产品、工装为第三方生产任何产品。

Unless otherwise agreed by BBAC in written, Supplier shall not, in any way, transfer, rent or sell any of the Toolings, the technical information owned by BBAC (or with BBAC IPR), or products produced by such Toolings or technical information to any third party, and shall not use the aforementioned technical information, products or Toolings to produce any products for any third party.

- 12.10 采购合同终止且供应商完成了备件供应的义务，供应商应停止货物或服务的生产，向北京奔驰返还所有技术信息及工装，或按北京奔驰的书面的具体要求处理该等事宜。

Upon termination of Purchase Agreement and completion of obligation for supply of spare parts, Supplier shall stop production of Goods or Services, and return all the technical information and Toolings to BBAC, or handles them according to BBAC's written specific requirements.

13. 知识产权

Intellectual Property Rights



- 13.1 基于北京奔驰的特定要求为目的联合研发、试验和生产的技术信息、货物或服务，包括在北京奔驰的指导下或由北京奔驰提供构思而研发、试验、生产的技术信息、货物或服务，北京奔驰享有唯一的知识产权。若该等联合研发、试验和生产中供应商提供了其拥有的受法律保护的专利，该等专利不影响北京奔驰对联合开发成果知识产权的申报和拥有。

BBAC enjoys the exclusive intellectual property rights of the technical information or the Goods or Services resulting from joint R&D, experiment and production for the purpose of BBAC 's specific requirements, including the technical information or the Goods or Services resulting from R&D, experiment and production under BBAC 's guidance or with conception provided by BBAC. In case Supplier provides its own legally protected patents in such joint R&D, experiment and production, such patents shall not influence BBAC's application and possession of the intellectual property rights as the fruit of such joint development.

- 13.2 供应商应就其拥有的、或被授权使用的已公布的或未公布的与货物或服务有关的知识产权及许可使用权情况通知北京奔驰。

Supplier shall notify BBAC of intellectual property rights related to the Goods or Services owned by Supplier or licensed to use, either published or not published.

- 13.3 供应商必须保证其提交的货物或服务或生产流程不侵犯第三方的任何知识产权。若发生侵权行为，供应商保证北京奔驰及其用户不对因使用该等知识产权而引起的任何责任负责。

Supplier shall warrant that the Goods or Services or production process thereof does not infringe any third party's any intellectual property rights. In case of such infringement, Supplier shall hold BBAC and its users harmless and free of any liabilities arising from use of such intellectual property rights.

- 13.4 北京奔驰和供应商承诺相互通知对方有关存在侵犯第三方知识产权或被他人宣称侵权的潜在风险，并相互提供机会对上述主张进行抗辩。

BBAC and Supplier shall promise to notify each other the other Party of potential risks in infringement to the intellectual property rights of a third party or infringement claimed by



others, and provide opportunities for each other to defend against such claims.

14. 环境保护与可持续发展

Environmental Protection and Sustainability

- 14.1 北京奔驰和供应商致力于系统化地贯彻、执行环境保护综合措施，包括确认根本原因，事先评估生产流程与产品对环境的影响，并综合该等因素后转化为公司层面的决策。在此情况下，生产流程和产品均按照整体原则设计，以使之具备环保符合性并尽可能节约能源。

供应商在其产品开发设计阶段应确保：

- 遵守 DBL 8585 中罗列的禁止材料
- 符合关于进一步减少车内空间排放的建议
- 使车内空间排放最小化，特别是符合 DBL 5430 的限制性清单的要求

BBAC and Supplier are committed to a system of integrated environmental protection, which addresses causes at the root, assesses the environmental impact of production processes and products in advance and integrates these into corporate decisions. In this context, production processes and products are designed using holistic principles to make them environmentally compatible and to use resources as sparingly as possible.

During the product development and design phase, Supplier shall ensure the following.

- Adherence to the list of banned materials according to DBL 8585.
- Recommendations for a further reduction of interior emissions.
- Minimization of interior emissions, especially compliance with the listed limits of DBL 5430.

- 14.2 供应商应确保：

- 遵守适用的劳动法律法规
- 遵守对雇佣童工和强迫性劳工的禁止性规定
- 遵守并促进商业道德
- 遵守法定标准和环境保护规则(含预防性环境保护规则)



Supplier shall ensure the following.

- Adherence to applicable labor laws and regulations
- Adherence to the prohibition of child labor and forced labor
- Observing and promoting ethical business conducts
- Adherence to legal standards and environmental rules, as well as preventive environmental protection.

14.3 供应商应确保其自身(以及其下级供应商)的产品和相应的存储、生产、运输、废弃物处理、回收等符合相应国家及地区的环保法律法规的要求。供应商应主动引进清洁生产 and 节能生产的技术, 积极采取预防性措施和综合治理手段, 并持续加强环境管理体系建设。

如因环境相关问题, 供应商向北京奔驰的供应(或下级供应商向供应商的供应)可能受到威胁, 供应商应主动、及时向北京奔驰报告, 并积极采取措施, 将该等影响降到最低。如因此导致北京奔驰停产、返工或蒙受其他损失, 供应商应承担相应的责任。

Supplier shall ensure the products and corresponding storage, production, transportation, disposal of waste, recycling, etc. of itself or its sub-supplier fulfill the requirements of laws and regulations regarding environment protection of corresponding nation and district. Supplier shall introduce cleaner-production and energy-saving technologies initiatively, implement prospective countermeasure and comprehensive management actively as well as enhance its environment management system continuously.

If the supply by Supplier to BBAC (or the one by sub-supplier to Supplier) may be threatened with environment issue, Supplier shall report to BBAC initiatively and timely as well as conduct countermeasure actively to minimize the impact thereof. If BBAC suffers from line-stop, rework or other damages due to this, Supplier shall assume the corresponding liability.

如供应商未能遵守环保相关的法律法规, 特别是因而出现生产风险、停限产或受到惩处, 北京奔驰将在新项目定点时降低其评分。

If Supplier cannot adhere to the laws and regulations on environmental protection, especially thereby results in production risks, production suspension or restriction or penalty, BBAC will reduce Supplier's scores in the sourcing for new projects.



14.3.1 环境责任

Environmental Responsibility

在处理环境问题时，供应商应遵循预防原则，积极采取措施，贯彻绿色低碳理念，以承担更大的环境责任，并开发、推广环保技术。

如环境相关问题可能威胁供应、履约，供应商应主动、及时地向北京奔驰报告，并积极采取措施，将该等影响降到最低。

When dealing with environmental issues, Supplier shall follow precautionary principles and take initiatives to practice the idea of “green and low-carbon”, promoting greater environmental responsibility as well as the development and spread of environmentally friendly technologies.

If environmental issues threaten supply or performance, Supplier shall report to BBAC voluntarily and timely and take proactive measures to minimize these impacts.

14.3.2 环保生产

Environment-friendly Production

供应商应将环境保护和资源节约的理念贯穿于企业生产的各个环节，并充分考虑低碳、循环，使经济活动与环境保护相协调。

在生产各个阶段，供应商应充分考虑安全健康且确保最佳的环保措施（包含前瞻性的措施，该等措施可以预防或最小化危害环境的事故所造成的影响）。尤其重要的是，供应商应优先利用并持续开发节能、节水技术。

Supplier shall actively practice the concept of environmental protection and energy saving in the whole process of manufacturing. Additionally, in each phase of manufacturing, Supplier shall sufficiently consider safety and health regulations to ensure the best practice of environmental protection measures, including precautionary measures, which can prevent or minimize the effect of environmental hazard incident. More importantly, Supplier shall also give priority to the usage of and continuously develop the water and energy saving technologies.

14.3.3 环保产品和服务



Environment-friendly Goods and Services

供应商提供的所有产品和实施的所有服务均应符合其相关的环保标准和要求。该等要求适用于产品的整个生命周期、服务的全过程、使用的所有材料。

供应商在提供产品、实施服务的过程中，应识别出释放到环境中会产生潜在危害的化学品和其他物质，并及时地向北京奔驰报告，积极采取措施以确保上述危害的妥善处置。

All products and services provided by Supplier shall meet corresponding environmental standards and regulations. Those standards and regulations shall apply to the complete product life cycle or throughout the service period, as well as to all materials used. Chemicals and other substances, which are potentially harmful if released into the environment, shall be identified and reported to BBAC timely by Supplier in the whole process of providing products and services. Supplier shall take actions actively to ensure the above-mentioned hazard can be dealt with properly.

14.4 技术合规

Technical compliance

供应商必须遵守根据与其订立的合同协议而适用于其产品的所有技术法规(如适用的法规、政策、法律和技术标准)，并考虑到该等法规的基本精神。

此外，供应商必须在其组织内建立适当的机制，以确保在产品创建阶段遵守所有这些技术法规。该等体系应为供应商的员工提供方向和指导，并考虑适当的道德、诚信、技术合规标准。如果供应商的任何股东或关联方已建立前述机制，且该等机制能确保供应商遵守前述要求，则本段中的供应商义务可被视为已经履行。

Supplier has to comply with all technical regulations, which according to the contractual agreements with Supplier, apply to Supplier's products (e.g. applicable regulations, policies, laws and technical standards), taking into account the fundamental spirit of the respective regulation.

Further, Supplier has to establish adequate structures within its organization to ensure the adherence to all these technical regulations within the product creation phase. Such a system should provide orientation and guidance for Supplier's employees and consider



appropriate ethical, integrity and technical compliance standards. If the aforementioned structures have already been established within the organization of any shareholder or affiliate of Supplier and can enable Supplier to fulfill the requirements hereof, the obligation of Supplier in this paragraph is deemed to be performed.

供应商应遵守并实施“VDA 产品诚信”的要求。然而，供应商可自行决定是否实施“产品安全和法规一致性代表(PSCR)”的要求。

Supplier shall comply with and implement the requirements of the *VDA Volume Product Integrity*. However, it is left to Supplier to decide, if Supplier implements a *Product Safety and Conformity Representative (PSCR)* or not.

如果供应商获知可证实违反有关认证、排放和产品安全的法律要求或法规、并对北京奔驰有影响的怀疑的事实信息，供应商必须立即根据技术合规管理系统升级模型以书面形式通知北京奔驰；如果供应商可能应对此类违规行为负责，还应立即调查核实。供应商应尽合理努力，将类似要求纳入其与分包商和/或下级供应商订立的认证、排放或产品安全相关零部件的合同，则根据这些要求，分包商和/或下级供应商必须向供应商发出相应的怀疑通知。

If Supplier gains knowledge of facts that substantiate suspicions of a violation of legal requirements or regulations regarding certification, emission and product safety with implications for BBAC, Supplier must immediately notify BBAC in text form, according to the tCMS escalation model, and, if Supplier may be responsible for such a violation, immediately investigate the facts. Supplier shall undertake reasonable best efforts to include comparable requirements in its contracts with sub-contractors and/or sub-suppliers for certification, emission or product safety-related parts, whereby the corresponding notifications of suspicion must be made by sub-contractors and/or sub-suppliers to Supplier.

14.5 供应商应根据北京奔驰的要求每年记录以下几项关键数据，并保存相关证明材料至少十年：

- a) 年度能源的消耗情况(如天然气 Nm³、电力 MWh)；
- b) 年度碳排放总量(tCO₂e)与单位产品碳排放量(tCO₂e/单位产品)；



- c) 年度清洁能源应用情况(如电力 MWh);
- d) 年度废气污染物(如非甲烷总烃 VOCs 等)排放量(kg);
- e) 年度废水排放量(t)。

北京奔驰将基于该等信息评估供应商的碳排放与环境绩效。

Supplier shall record the following key data annually upon the requirements of BBAC, and keep the corresponding evidence for at least 10 years.

- a) Annual energy consumption (e.g. natural gas Nm³, electric power MWh, etc.);
- b) Total annual carbon emissions (tCO₂e) and carbon emissions per unit product (tCO₂e/unit product);
- c) Annual clean energy application (e.g. electric power MWh, etc.);
- d) Annual exhaust pollutant (e.g. non-methane hydrocarbon VOCs, etc.) emission (kg); and
- e) Annual waste water discharge (t).

BBAC will evaluate the carbon-emission and environmental performance of Supplier accordingly.

- 14.6 供应商应建立风险管理机制并充分实施, 定期评估自身和其供应链在原材料、下级零部件、财务、运营、环保、合规等方面的风险, 并建立应对预案。

当发现风险时, 供应商应主动、及时、全面地向北京奔驰报告, 并积极采取措施以充分降低相应影响。

Supplier shall set up risk management system and implement comprehensively. Supplier shall evaluate the risks in terms of raw material, sub-part, finance, operation, environmental protection, compliance, etc. of itself and its supply chain regularly and define the corresponding countermeasures in advance.

In case of any risk discovered, Supplier shall report to BBAC initiatively, timely and fully and carry out countermeasures actively to eliminate the corresponding influence adequately.

15. 不可抗力

Force Majeure

- 15.1 北京奔驰和供应商中, 任何一方由于不可抗力事件而影响其履行采购合同, 受不可抗力影响的一方须在事故发生后 7 天内将不可抗力事故的发生及受其影响的程度以



书面方式通知另一方，并在合理期限内向另一方提交有关当局或机构出具的证明文件。

如果迟延履行或履行受到影响一方毫不延迟地做出合理的努力，以减轻不可抗力事故的影响，对该不可抗力事故尽快采取补救措施，并在不可抗力事故结束后尽快恢复履行，那么在不可抗力事故引起的不能履行或迟延履行采购合同的期间和范围内，不构成违约，亦不应成为任何要求赔偿的理由。

If either of BBAC and Supplier suffers force majeure affecting it to perform the Purchase Agreement, the Party claiming affected by such event shall notify the other party in writing of occurrence of such event and degree of influence within 7 days after occurrence of such event and shall submit an evidence document issued by related authority or organization to the other Party within a reasonable period time.

Failure or delay in fulfilling the Purchase Agreement within the period and scope of the failure or delay caused by a force majeure event shall not be considered as a breach nor a reason for any claim, provided that the affected Party makes reasonable efforts forthwith to alleviate the impacts of the force majeure event and takes remedial action therefore as soon as possible and resumes fulfilling as soon as end of the force majeure event.

16. 弃权

Waiver

- 16.1 北京奔驰和供应商中，任何一方在任何时间未能要求另一方履行本采购通则下任何条款，都不应影响其在以后任何时间里要求履行此条款的权利。

Failure of either of BBAC and Supplier to require the other Party to fulfill any term and conditions hereunder at any time shall not affect its right to require fulfilling the said term and conditions at any time afterwards.

- 16.2 北京奔驰和供应商中，任何一方对违反本采购通则中任一条款的行为不予追究，不构成其放弃以后对同一条款或其他条款的违约行为追究的权利。

Failure of either of BBAC and Supplier to claim any breach of any term hereof shall not constitute waiver to claim the breach of the said term or other terms afterwards.



17. 保密及个人信息数据保护

Confidentiality and Protection of Personal Data

- 17.1 北京奔驰和供应商均有义务为双方提供的有关开发货物或服务的技术信息、商务信息承担保密义务，该等义务不受供应商开发、试验成功与否的影响，不受采购合同终止与否的影响。

Both BBAC and the Supplier shall have the obligation to maintain confidentiality of the technical information and business information related to development of the Goods or Services provided by both Parties; and such obligation shall not be influenced by whether or not Supplier's development and experiment is successful and whether or not the Purchase Agreement is terminated.

- 17.2 供应商向其下级供应商提供北京奔驰的技术信息时，供应商须事先获得北京奔驰许可，并要求其下级供应商同样书面承诺承担保密义务。

Supplier shall obtain prior consent from BBAC before it provides BBAC's technical information to its sub-suppliers, and shall require its sub-suppliers to promise in writing to bear the same obligation for confidentiality.

- 17.3 供应商应以书面形式要求其职工承担相应的保密义务，并经常检查其员工履行保密义务的情况。

Supplier shall require its employees in writing to bear corresponding obligation for confidentiality and frequently inspect their performance of such obligation for confidentiality.

- 17.4 北京奔驰向供应商披露的、与采购合同相关的任何个人信息数据("个人数据")，供应商应按照适用的隐私法律以及北京奔驰的进一步指示对待、存储、处理、转移和修改该等个人数据。

To the extent BBAC discloses to Supplier in connection with Purchase Agreement any data related to individual persons ("Personal Data"), Supplier shall treat, store, handle, transfer and modify such Personal Data in compliance with applicable privacy laws and with additional instructions provided by BBAC.

18. 违约

**Breach**

18.1 北京奔驰和供应商必须严格执行采购通则的条款。一方违背任一条款，另一方有权就对方的违约而造成的损失向对方索赔。索赔金额按相关法律法规及采购通则的相关条款执行。

违约行为包括但不限于：

- a) 逾期交货。
- b) 任何一方违反保密义务的规定。
- c) 任何一方无故单方面终止合作。
- d) 供应商将凭借工装或北京奔驰拥有所有权(或知识产权)的技术信息生产的、或附有北京奔驰商标或零件号的产品销售给(包括通过涂改商标、覆盖或修改零件号等手段实施的销售)非北京奔驰指定的第三方。

如违背本条，针对每单位货物，供应商应向北京奔驰支付不低于采购合同中规定的价格的两倍的赔偿金。同时，供应商必须真实地提供违约销售的数量。

如果北京奔驰可以证明蒙受了更大的损失，北京奔驰有权提出更高的索赔金。

- e) 供应商的货物或服务出现同一质量缺陷超过两次。
- f) 供应商在接到不合格品通知或违约通知 24 小时内没有任何反应，未能及时改正未履约或违约行为。

BBAC and Supplier shall strictly implement all the terms stipulated herein. Either Party has the right to claim for loss caused by breach by the other Party. Claim amount shall be subject to the corresponding laws and regulations and relevant terms hereof.

Breach behaviors include but are not limited to the following.

- a) Delay in delivery.
- b) Either Party violates the stipulation on obligation for confidentiality.
- c) Either Party unilaterally terminates cooperation without reasons.
- d) Supplier sells the products produced by Toolings or by the technical information



owned by BBAC (or with BBAC IPR), or endowed with BBAC trademark or part number to a third party not designated by BBAC (or sells by means as altering trademark or covering/modifying part number).

In case of violation to this term, Supplier shall compensate BBAC amounts no lower than double of the price stipulated in Purchase Agreement. Meanwhile, Supplier shall truly provide the quantity of sales in breach. If BBAC can prove that BBAC suffers more loss, BBAC has the right to claim for higher compensation.

- e) Same quality defects occur to the Goods or Services of Supplier more than two times.
- f) Supplier fails to respond within 24 hours, or timely correct its non-performance or breach behaviors after receipt of the notice of rejected products or notice of breach.

19. 终止

Termination

19.1 供应商在发生以下事件或任何类似事件且未在 30 日内消除或声明无效, 北京奔驰可立即解除采购合同而不承担任何责任。

- a) 供应商资不抵债。
- b) 供应商自愿或被迫申请破产。
- c) 为供应商指定财产管理人或托管人。
- d) 供应商执行以债权人作为受益人的财产转移。
- e) 供应商的股东或股东结构发生变化, 且该等变化影响或可能影响北京奔驰的利益(例如: 北京奔驰的竞争对手成为供应商的股东)。

BBAC may immediately terminate Purchase Agreement without any liability if any of the following cases or similar cases occurs to Supplier and is not eliminated or declared invalid within 30 days.

- a) Supplier's assets insufficiently to discharge its debts.
- b) Supplier initiatively or passively applies for bankruptcy.
- c) An administrator of property or a trustee is appointed for Supplier.
- d) Supplier transfers its assets with its creditor(s) as the beneficiary.
- e) Shareholder or shareholder structure of Supplier changes and BBAC's interests are affected or potentially affected by this (e.g. a competitor of BBAC becomes the shareholder of Supplier).



上述事件发生时，供应商应及时通知北京奔驰并向司法部门明示北京奔驰的资产、保护北京奔驰的资产不被强制执行、并将北京奔驰由该等终止而蒙受的损失列为供应商债务清理的首位。北京奔驰蒙受的损失包括但不限于：资产转移费、转产鉴定费、停产损失费。

In case of the aforesaid events, Supplier shall notify BBAC in time, expressly indicate BBAC's assets to the juridical authority, protect BBAC's assets from compulsory execution, and list the loss that BBAC suffers due to such termination on the top of the list of Supplier's debts. The losses that BBAC suffers include but are not limited to assets transfer fee, transfer appraisal fee and production stoppage loss.

- 19.2 因发生不可抗力且履行了第 15 条的义务，双方共同认为对保证北京奔驰的稳定生产仍存在潜在的风险，双方有权全部或部分终止采购合同而互不承担任何责任。

In case the obligation in clause 15 has been performed in the event of force majeure and both Parties jointly believe that potential risks still exist in ensuring the stable production of BBAC, both Parties shall have the right to terminate the Purchase Agreement in whole or in part without bearing any liabilities to each other.

- 19.3 因一方的违约行为(见第 18 条)，双方在 30 日内无法通过友好协商达成一致，另一方有权全部或部分终止采购合同而不承担相应责任。

Where both Parties fail to reach consensus through amiable consultation within 30 days in case of breach (refer to clause 18) incurred by one Party, the other Party has the right to terminate all or part of Purchase Agreement without any liabilities.

- 19.4 由于供应商现有水平和条件下难以克服的技术困难而导致开发失败，影响北京奔驰的生产需求，北京奔驰有权全部或部分终止采购合同而不承担相应责任。

BBAC has the right to terminate Purchase Agreement in whole or in part without any related liabilities in case failure in development is caused due to insurmountable technical difficulties of Supplier under the existing level and conditions and influences BBAC's production demand.

- 19.5 供应商有单方终止采购合同的权利，但须提前 6 个月以书面形式说明原因通知北京奔驰。北京奔驰依据相应程序，在保证正常生产的情况下，可接受供应商的要求。



由该等终止所发生的费用由供应商承担。

Supplier has the right to unilaterally terminate Purchase Agreement but shall give a written notice to BBAC 6 months in advance to explain the reason. BBAC may accept the request of Supplier according to related procedures under the condition of assuring normal production. The expenses incurred from such termination shall be borne by Supplier.

- 19.6 北京奔驰保留任何时候全部或部分终止采购合同的权利，该等终止由北京奔驰说明原因并以书面形式提前 6 个月通知供应商。供应商在接到北京奔驰的终止合同通知后，承诺按北京奔驰的要求，做好北京奔驰资产的转移工作，同时提交一份因终止合同而需北京奔驰补偿的清单，北京奔驰有权审计并以审计结果给予补偿。

BBAC reserves the right to terminate all or part of the Purchase Agreement at any time, and BBAC shall explain the reason to such termination and notify Supplier in written 6 months in advance. Supplier shall undertake to properly transfer the assets of BBAC upon BBAC's requirements and meanwhile submit a list of compensation necessary to be made by BBAC due to such termination after receipt of the termination notice from BBAC. BBAC has the right to audit such list and make compensation based on the audit results.

- 19.7 当采购合同期满，且没有续签新的采购合同时，北京奔驰有权自供应商账款中预留质量保证金。该等质量保证金金额为：a)北京奔驰向供应商追索的、供应商尚未支付的索赔款(无论在采购合同终止时北京奔驰和供应商之间是否就责任归属存在争议)和 b)供应商上一年度索赔总额的 1.2 倍的金额之和。

一旦双方就相关索赔的责任归属及处理方法达成一致，或自最后一份采购合同终止起超过了 24 个月，该质量保证金应在扣除了供应商同意承担的索赔金额后，由北京奔驰支付给供应商。

如供应商在采购合同期满前向北京奔驰提供以北京奔驰为受益人的无条件的、不可撤销的银行保函，且该等银行保函的金额为上述 a)与 b)之和，银行保函的有效期不短于最后一份采购合同终止起 24 个月，则北京奔驰在收到该等银行保函后，将



不再预留质量保证金。

Upon expiration of Purchase Agreement, if no Purchase Agreement is renewed, BBAC has the right to reserve quality guarantee from the payment to Supplier, of which the value is the sum of a) the compensation claimed by BBAC but not paid by Supplier (no matter whether dispute regarding attribution of liability thereof exists between BBAC and Supplier or not), and b) 120% of the total amount of claim of last year.

Such quality guarantee shall become due and payable by BBAC to Supplier upon agreement on the attribution of liability on the relevant claim or 24 months after the expiration of the last Purchase Agreement, deducting the amount as agreed to be compensated by Supplier therefrom.

If Supplier provides an unconditional and irrevocable bank guarantee with BBAC as the beneficiary to BBAC, of which the value is the sum of the a) and b) above and expiration is later than 24 months after the expiration of the last Purchase Agreement, BBAC will not reserve such quality guarantee upon receipt of the bank guarantee.

20. 合规

Compliance

- 20.1 供应商有义务不从事任何会导致刑事责任的欺诈、资金挪用、破产犯罪、违反竞争法、授予非正当利益，贿赂或接受贿赂的犯罪行为，抵制其他由供应商的雇佣人员或第三方进行的腐败行为。

如有违反，北京奔驰将有权立即退出或终止与供应商的进行中的交易并有权取消全部协商谈判，而供应商仍有义务遵循所有适用于其自身及其与北京奔驰商业关系的法律法规。

Supplier is obliged to desist from all practices, which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, and acceptance of bribes or other corruption crimes on the part of persons employed by Supplier or other third parties.

In the event of violation of the above, BBAC has the rights to immediately withdraw from or terminate all legal transactions existing with Supplier and the right to cancel all negotiations. The above notwithstanding, Supplier is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with BBAC.

- 20.2 供应商和其下级供应商应订立同样的合规条款。



Supplier shall have the same compliance term with its sub-supplier.

20.3 供应商在与北京奔驰开展业务的过程中应恪守诚实信用的原则，保证：

- a) 其自身已具备开展业务所必需的资质或许可，且该等资质或许可在业务存续过程中持续有效。
- b) 其实施业务的员工已获得与该等业务相匹配的授权、具备相应的能力。
- c) 业务所需的单证、票据、发票、印章、文件等均真实、有效，符合法律法规的要求和双方约定；

如违背上述保证，供应商应承担相应的责任，赔偿北京奔驰由此蒙受的损失。

During the business of Supplier and BBAC, Supplier shall adhere to the principle of integrity and warrant as following.

- a) Supplier has already acquired all the qualification or permission necessary for the business, and such qualification or permission will be continuously valid during the existence of business.
- b) The employees of Supplier conducting such business are authorized and competent for corresponding business.
- c) All the document, bill, note, instrument, invoice, stamp or file are true and valid and fulfill the requirement of laws and regulations and mutual agreement.

In case of any violation to the warrant above, Supplier shall be liable accordingly and compensate BBAC for the damage and loss occurred thereby.

21. 其他

Miscellaneous

21.1 除经北京奔驰和供应商另行书面约定，本采购通则及采购合同适用中华人民共和国法律。

Unless otherwise agreed by and between BBAC and Supplier in written, this General Rules and Purchase Agreement shall be governed and construed by the laws of People's Republic of China.

21.2 因采购通则/采购合同产生的或与采购通则/采购合同有关的任何争议、索赔或争论(包括有关采购通则/采购合同的存在、效力或终止的问题)、或违约、终止或无效，



最终均仅应由北京仲裁委员会按其现行有效的仲裁规则在北京进行仲裁。仲裁裁决结果是终局的，对双方均有约束力。

争议协商和仲裁期间，双方应继续履行采购通则/采购合同或与采购通则/采购合同有关的未受争议影响条款的权利和义务。

Any dispute, claim or controversy arising from or in connection with this General Rules or Purchase Agreement (including any issue regarding the existence, validity or termination of this General Rules or Purchase Agreement), or the breach, termination or invalidity thereof, shall be finally and exclusively settled by arbitration in Beijing by Beijing Arbitration Commission) in accordance with its arbitration rules then prevail. The award shall be final and binding on both Parties.

During the dispute consultation and arbitration period, both Parties shall continue performing the rights and obligations in General Rules or Purchase Agreement, which are not affected by the dispute, claim or controversy.

21.3 如双方在既往合作中订立过其他版本的采购通则，则除经双方另行书面约定外，应以最新订立的采购通则为准。

如双方订立了《北京奔驰非生产采购通用条款》(以下简称“通用条款”)，则除经双方书面明示约定外，应根据采购标的之性质确定采购通则和通用条款的适用与效力。对于汽车零部件、材料及相应的服务，本采购通则适用，且效力优先。

除本条上述规则外，当双方订立的其他合同与采购通则的相关条款有冲突时，以其他合同为准。

If other edition of General Rules is concluded by and between both Parties, unless otherwise mutually agreed in written, the latest concluded shall prevail.

If BBAC Non-Productive Material General Terms and Conditions (hereinafter referred as to “GTC”) is concluded by and between Parties, unless otherwise mutually agreed expressly in written, the application and effectiveness of General Rules and GTC shall be determined by the nature of the object to be purchased. In terms of automotive components, materials or corresponding service, the General Rules shall be applicable and prevail.

Unless otherwise stipulated above, in case of any conflict between other contract



concluded by and between both Parties and the relevant terms hereof, the other contract shall prevail.

- 21.4 采购通则以中、英文两种文字书就，两种文字具有同等法律效力，当中英文内容解释不一致时，以中文为准。

The General Rules shall be written in Chinese and English with equal legal force. In case of any inconsistency in interpretation between the Chinese and English contents, the Chinese version shall prevail.

- 21.5 有固定链接的采购通则于采购合同(除《三方协议》外)生效之日起生效(如同时存在多份采购合同(除《三方协议》外)，以先生效者的生效日期为准)并持续有效。

除经双方另行书面约定外，采购合同(除《三方协议》外)的终止或失效不应导致采购通则的终止或失效。

22. 附件

Attachment

- 22.1 本通用条款包含下列两个附件:

- a) 北京奔驰保修特殊条款 2.4 版
- b) 北京奔驰物流特殊条款 5.0 版

该等附件为采购通则不可分割的组成部分。供应商订立本采购通则表明其对该等附件的知悉与认可，并将遵守其中的条款。

如附件条款与采购通则正文相关条款存在差异，以附件条款为准。

Two attachments are integrated hereto as following.

- a) BBAC Warranty Special Terms, version 2.4
- b) BBAC Logistics Special Terms, version 5.0

Such attachments shall be the inalienable part hereof. The conclusion hereof by Supplier shall be deemed as the acknowledgement and acceptance by Supplier of such attachments. Supplier will observe the terms thereof.

In case of any inconsistency between terms of attachment and relevant terms of the body



of the General Rules, the terms of attachment shall prevail.



附件一： 北京奔驰保修特殊条款

Attachment 1: BBAC Warranty Special Terms

北京奔驰保修特殊条款 BBAC Warranty Special Terms

Version 2.4

May 2020

此特殊条款为对《北京奔驰汽车零部件和材料采购通则》(以下简称“采购通则”)中提到的索赔流程的详细描述和解释, 并且取代了《售后服务特殊条款》以及《保修特殊条款》之先前所有版本。此流程的适用范围为从售后市场返回的索赔零件的质量分析以及有关售后的保修赔偿。

“售后”在此文本中指北京奔驰售出汽车后的一切相关事务。

This document details the warranty process as described in the *BBAC General Rules for Procurement of Components and Materials for Automotive* (hereinafter referred to as “General Rules”) and replaces the previous versions of the *After Sales Special Terms* and *Warranty Special Terms*. The scope of this process is the quality analysis of claimed warranty parts from the field and After-sales related warranty compensation. The term “After-sales” relates in this context to the sale of the vehicle by BBAC.

您对该程序的理解在很大程度上简化索赔程序并能加快我们的产品质量改善。

Your understanding of the enclosed procedure will significantly simplify the warranty recovery process and expedite quality improvement in our products.

北京奔驰方面由 2011 年初成立的质量工程中心(QEC)负责索赔件质量分析及跟售后保修赔偿有关的供应商索赔。



The responsible organization unit at BBAC for warranty part quality analysis and supplier recovery related to warranty compensation is the Quality Engineering Center (QEC) which has been established in the beginning of 2011.

相关联系人为:

Daniel Ulrich

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1. 保修条款及状况

Warranty Terms and Conditions

如果经销商在收到客户投诉后更换或修理不合格零件或组件，北京奔驰汽车有限公司(简称“北京奔驰”)将为供应商在采购通则中所描述的保修期限内的各项支出(保修投诉要素)开具发票。必须先对零件进行全面测试后，才能将零件和/或组件列为不合格品。《保修特殊条款》优先于采购通则。仅当处理《保修特殊条款》中未涉及的问题时，才启用采购通则。

Beijing Benz Automotive Co. Ltd. (“BBAC”) will invoice Supplier for all expenses (warranty claim elements) incurred within the warranty period(s) described in the General Rules should a retailer replace or repair a defective part or component as a result of a customer complaint. Parts and/or components will only be classified as defective after extensive part testing has been conducted. The Warranty Special Terms take precedence over the General Rules. In cases where the Warranty Special Terms does not address a topic, the General Rules will apply.

北京奔驰或梅赛德斯-奔驰对供应商检测及其他事项放行的批准声明，并不代表供应商提供合格产品责任的解除。检测要求的符合以及北京奔驰或梅赛德斯-奔驰对零件的放行并不免除供应商提供合格产品的责任。

The approval statement by BBAC or Mercedes-Benz in the release process for testing and other facts does not discharge Supplier’s obligation in providing a qualified product. Compliance with any testing requirements and the fact that BBAC or Mercedes-Benz has issued a release do not absolve Supplier from its obligation to supply products, which are free from defects.

保修期在车辆初始登记或备件安装 36 个月后结束，最晚在供应商将零件运输至北京奔驰 39 个月后结束。

Warranty expires at the end of 36 months after the first vehicle registration or the installation of the replacement part, at the latest however, 39 months after delivery to BBAC.

由供应商提供的，安装在北京奔驰销售至美国、波多黎各和加拿大的汽车上的零件，其保修期应以在初始登记的 48 个月后结束，并适用于车辆的最终消费者。对北京奔驰在美国、波多黎各和加拿大销售的汽车备件，以上规定应根据备件的安装时间而作相应改变。以上声明的失效时间应不晚于零件运至北京奔驰 54 个月后。

Warranty for parts supplied by Supplier and fitted in vehicles sold in the USA, Puerto Rico or Canada shall expire at the end of 48 months from initial registration, in accordance with the longer warranty periods vis-à-vis the end customer. For spare parts sold in the USA, Puerto Rico or Canada, the above limitation period shall apply "mutatis mutandis" from the time at which the spare part was fitted. The claims shall however become time-barred no later than 54 months after the delivery to BBAC.

就动力电池、驱动电机、电池控制单元而言，该等零件的保修期在车辆初始登记或备件安装后 96 个月或 160,000 公里(以先到者为准)后结束。

In terms of power battery, e-motor and battery management system (BMS), the warranty of such parts expires at the end of 96 months or 160,000 kilometers (whichever occurs earlier) after the first vehicle registration or the installation of the replacement part.



2. 保修零件检验

Warranty Parts Testing

a) 零件系 Part Families

各项质量不合格零件检验、接受率及供应商费用结构都是以零件系为基础的。零件系是指同一家供应商提供的所有车型相似零件的一组零件号。下列零件一定属于一个零件系：

All quality defect inspection, acceptance rates, and the determination of Supplier's cost contribution shall be based on part families. A part family is a set of part numbers representing similar parts from one supplier for all vehicles. The following parts must be combined in one part family:

- 生产零件号与维修零件号
Production part number and service part number
- 某一零件的特别版(因国而异)
Special (country) versions of a part
- 某一零件的新版代替旧版
New improved versions replacing an older version of a part
- 零件系由 QEC 与供应商共同确定。

The part families will be established between QEC and the supplier.

QEC 会将新维修零件号添加至零件系。请注意，索赔数据存档仅含维修零件号，而不含可能与之不同的原(损坏)零件号。因此，即使维修零件与批量生产零件的供应商不一致，零件系也必须包含维修零件号。同时，北京奔驰保证所有的损坏只与相关损坏相应的供应商执行。

New service part numbers will automatically be added to part families by QEC. Please notice the fact that all claim data is documented with the service part number only instead of the original (damaged) part number which may differ. For this reason service part numbers are always included in the part family even if the service part is delivered by a different supplier as the series part. At the same time BBAC assures that all damages are claimed only to the damage causing supplier.

b) 返还零件数 Parts return volume

为降低处理、分析返还零件的成本，减少其花费的时间，供应商收到的样件将是从中国市场随机抽取的。样件至少会是每个维修年度中国市场该零件数的 10%。当每个维修年度中国市场该零件 10%的样件数量小于或等于 10 件时，北京奔驰将会尽可能多地把故障件返还给供应商。

In order to reduce the cost and time involved to process and analyze all returned parts, Supplier will receive a random sample of parts from the Chinese market. The sample will generally cover at least 10% of the Chinese market for each repair year. Returned parts will be sent to Supplier as many as possible for analysis when the quantity of 10% samples is equal to or less than 10 pieces of the Chinese market for each repair year.

供应商完成针对一个维修年度的样本零件分析后，QEC 可要求与供应商确定相应维修年度中相应零件系的接受率。



After Supplier has analyzed the sample parts from one repair year QEC can request to establish an acceptance rate with Supplier for the related repair year and related Part-Family.

一个维修年的随机样件总数可能包含全年中的多次零件运输。未用于检验、技术分析或二次生产的零件将立即报废。对于每份检验报告，QEC 将提供所有损坏零件的详细信息，包括 VIN 号码、索赔号码、里程、车辆注册日期、损坏码、损坏描述。

The total random sample of one repair year may consist of several part shipments through the year. Parts not used for the inspection, technical analysis or remanufacture will be disposed immediately. For each inspection report QEC will provide detailed information for all damaged parts including VIN, claim no., mileage, registration date, damage code, damage description.

c) 接受率(AR)与无故障率(NTF) Determination of acceptance rates (AR) and NTF rates

北京奔驰与供应商在对随机样件中损坏零件进行检验的基础上商定一个接受率(AR)。所有接受率都涉及一个特定的零件系和维修年度并适用于所有的索赔数额。

Based on an inspection of the damaged parts contained in the random sample, BBAC and Supplier generally agree on an acceptance rate (AR). All AR's are related to a specific part family and repair year and apply to all claims.

AR 通过随机样件中不合格零件数和提供给供应商分析的零件数来计算。规定期限内未经检验的零件或拒绝接受但未能及时返回 QEC 的零件在接受率计算时当作接受零件。

The AR is calculated from the number of defects accepted by Supplier from the random sample in relation to the number of parts provided to Supplier for analysis. Parts not analyzed in the given time period or rejected parts not returned to the QEC on time are regarded as accepted for the determination of the acceptance rate.

$$AR = \frac{\text{(接受零件数)} + \text{(索赔被拒绝接受但未及时分析零件数)} + \text{(索赔被拒绝接受但未及时返回零件数)}}{\text{提供给供应商分析的零件数}}$$

$$AR = \frac{\text{(Amount of defects accepted)} + \text{(Amount of rejected claims not analyzed in time)} + \text{(Amount of rejected claims not returned in time)}}{\text{Amount of parts provided to supplier for analysis}}$$

此外，无故障率(NTF-rate)根据下列分析结果确定。费用分担的原则是无故障件案例的基础。

Furthermore, a no-trouble-found-rate (NTF-rate) will be determined based on the analysis results as following. Principle of cost sharing shall apply in all no-trouble-found cases.

$$\text{无故障率} = \frac{\text{无故障零件索赔数}}{\text{提供给供应商分析的零件数}}$$

$$\text{NTF-rate} = \frac{\text{Amount of NTF claims}}{\text{Amount of parts provided to Supplier for analysis}}$$



当 QEC 向供应商提供年度索赔率的结算后, 接受率和无故障率商定时间不允许超过 30 天(含节假日)。

AR and NTF-rate negotiations may not exceed thirty (30) calendar days after QEC has confronted the supplier with the yearly rates.

d) 零件检验 Parts testing

步骤 Procedures

所有零件检验必须符合 VDA(德国工业协会)手册中“根本原因分析”及梅赛德斯-奔驰“MBN 10448”号标准。VDA 手册可以通过 www.vda-qmc.de 网站获得。从 QEC 成员可以随时获取梅赛德斯-奔驰标准。

All parts testing must comply with the VDA Volume 'Field Failure Analysis' and the Mercedes Benz Standard 'MBN 10448'. The VDA volume is available from www.vda-qmc.de. The Mercedes Benz Standard can be received from QEC employees at any time.

执行 Execution

供应商应在收到检验报告后三(3)个工作日内获取不合格零件。

Supplier should arrange to pick up defective parts within three (3) working days after receiving an inspection report.

供应商有十四(14)天(含节假日)的时间获得首次检验结果。自接收到零件之日起二十四(24)天(含节假日)进行检验, 并使用 QEC 提供的 excel 格式或软件工具完成各项检验报告。excel 表格中必须标明零件接收情况(接受/拒绝接受)。

Supplier will have exactly fourteen (14) calendar days for initial test result and twenty four (24) calendar days from the receipt of parts to perform testing and complete the Inspection Report utilizing the excel sheets or IT tools provided by QEC for each inspection report. It must be indicated in the sheet whether the part has been accepted or rejected.

如果检验结果未能在二十四(24)天(含节假日)内以 excel 表格形式或软件工具发回或零件获取未能安排及时, 检验报告中涉及的零件视为接受件。检验时间可以延长, 但必须在 24 天检验时间结束前获得 QEC 的书面批准。延期申请的理由必须合理并在截止日期前至少 3 个工作日到达 QEC。

If the inspection result is not sent back via the excel sheet or IT tool within twenty-four (24) calendar days or pick up is not arranged in time, the parts on the inspection report will be considered as accepted defects. The inspection period may be extended; however, an extension must be authorized in writing by QEC before the 24 days inspection period has been exceeded. The request for extension shall be comprehensible and must reach the QEC by latest three working days before deadline.

对于新步入量产阶段的部件(整车、零件或系统), 导致车辆无法行驶而被拖车拖动的零件故障或北京奔驰的其他特别要求, 检验时间缩短为 10 个工作日。这些零件需要在检测报告中标注出来。

For start-up parts (vehicle, component, system), parts from immobility cases and other special requests from BBAC, there is a reduced period of ten working days for the conclusive findings; these parts must be identified accordingly in the test report.

拒绝接受零件 Rejected parts



未能在七(7)天(含节假日)内返回 QEC 的拒绝接受的初始条件下的零件视为接受零件。

Rejected or denied parts that are not returned to QEC within seven (7) calendar days in the original condition are regarded as accepted.

在一些特殊和合理情况下, 由供应商提出书面请求, QEC 可以延长零件的获取时间、分析时间或拒绝接受零件返回时间。当理由不充分或由于供应商拖延, 北京奔驰亦保留拒绝延长的权利。

In individual and reasonable cases, the pick-up time, analysis time or rejected part return time can be extended by QEC upon written request of Supplier. BBAC reserves the right to reject the extension if the reason for it is not plausible or due to Supplier's delay.

滞留供应商的零件 Parts remaining at Supplier

对于分析后暂存在供应商或其下级供应商的零件, 供应商最早在 10 周后才可采取适当方法报废。未经授权不允许使用这些零件。

Parts that remain at Supplier's facility or the facilities of its sub-suppliers after the analysis are to be scrapped and disposed of properly at earliest after 10 weeks of storage at Supplier or its sub-suppliers. A non-authorized use of the parts is not permitted.

供应商无法分析 No investigation by Supplier

如果供应商不愿意或者不能进行根本原因分析, 北京奔驰有权利自主进行必要的分析, 供应商应为此支付相关费用。

If supplier is unwilling or can't develop or conduct root cause analysis, BBAC has the right to develop necessary analysis activities by itself, and supplier should pay for it.

审核 Audits

QEC 能够在任何时候对供应商的合格性、检验程序及 VDA“根本原因分析”及梅赛德斯-奔驰“MBN 10448”标准的执行情况进行审核。审核期间内, 如果发现有不符标准的情况, 所有相关零件系的接受率即需要调整。审核后商议增加接受率的问题。以下为商议参考值: 审核达标率在 84%至 80%间, 接受率增幅应为 3 个百分点; 审核达标率在 79%至 70%间, 接受率增幅应为 10 个百分点; 审核达标率低于 70%时, 接受率增幅应为 100 个百分点。

QEC can audit Supplier's compliance, test procedures, and execution of the VDA Volume 'Field Failure Analysis' and the Mercedes Benz Standard 'MBN 10448' at any time. If out of standard conditions are observed during the audit, the AR are regarded as higher as the analysis results reflect and the AR for all related part families will be adjusted. The increase of acceptance rates will be negotiated after the audit. Guide values for the negotiation are: with a degree of performance in-between of 84% to 80% the markup shall be 3 percentage points, with a degree of performance in-between of 79% to 70% the markup shall be 10 percentage points, of less than 70% the markup shall be 100 percentage points.

当分析流程及检验执行未达到标准范围内以前, 所有相关零件的接受率将被增加, 并且适用于所有的新接受率。北京奔驰与供应商将在 4-6 个月内安排进行二次(跟进)审核, 由此做出上述决定。

The AR will be increased and applied to all new AR's, all related parts tested before the audit



and all parts tested until the analysis procedures and execution are within standard. This determination will be made by conducting a secondary (follow-up) audit which will be scheduled by both BBAC and Supplier within 4-6 months.

Q-H:ELP 处理方法 Q-H:ELP treatment

在 Quick Check 或 QEC 审核结果证明适用 Q-H:ELP 的情况下，北京奔驰保留根据 Q-H:ELP 条款处理的权利。

BBAC has the right to deal with Supplier according to Q-H:ELP conditions after Quick Check or QEC Audit result worthy of Q-H:ELP treatment.

e) 检验设备与运输费用 Test equipment & Freight costs

供应商与北京奔驰分别承担各自的检验相关费用，包括返还及获取零件。

Supplier and BBAC shall each bear their own costs associated with the analysis, including the costs of returning and making available the parts.

中国经销商与北京奔驰检验中心之间的零件运输费用由北京奔驰承担。北京奔驰与供应商检验中心之间的运输费用由供应商承担。

The freight costs associated with logistics between Chinese dealers and BBAC will be paid by BBAC. The freight costs between BBAC and Supplier's test facilities will be paid by Supplier.

f) 不涉及零件更换与不合格软件的缺陷 Failures not involving parts exchange and defective software

无缺陷软件的提供费用及已使用软件的更换费用由供应商承担。在梅赛德斯-奔驰标准售后工具将改进版软件投入市场之前，供应商需承担因更换零件以及采取补救不合格软件缺陷/症状所产生的所有索赔费用。

The costs of delivering defect-free software and the labor costs for updating software in the field will be expensed to the supplier. Until improved software is available in the market via standard Mercedes-Benz after sales tools, the supplier will be responsible for the full cost of a claim where parts are exchange to remedy defective software failures/symptoms.



3. 保修投诉要素及索赔金额计算

Warranty Claim Elements and Calculation of Recovery Amount

北京奔驰保修要素包含三(3)项成本要素(劳动工时成本、物料成本、转租成本)。三项成本要素的组合为北京奔驰的索赔总金额。

The BBAC warranty claim consists of three (3) basic cost elements (labor, material, sublet costs) which when added together make up the total expense incurred by BBAC.

为了简化索赔流程、全球平均索赔成本都以零件号为基础。

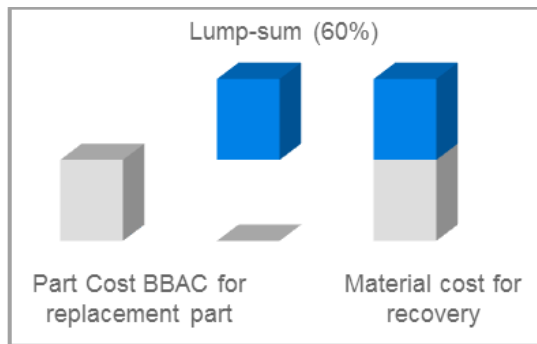
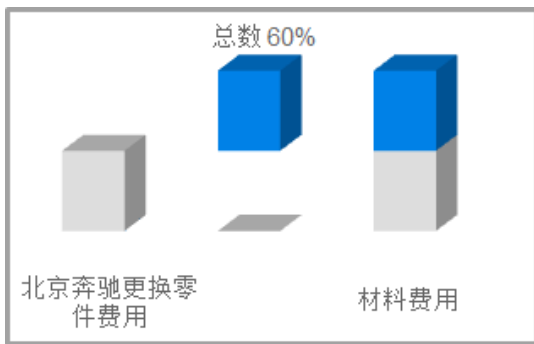
To simplify the chargeback procedure, average worldwide warranty costs are calculated on a part number basis.

向供应商索赔的材料费用是由北京奔驰的替换零件费用乘以系数 1.6 计算得出。总费用系数是基于备件补贴、运输补贴、操作补贴和进口税确定的。

The material cost for Supplier recovery is calculated by the BBAC part cost for the replacement part multiplied with a factor of 1.6. The lump sum factor considers spare part allowance, transport allowance, handling allowance and import duties.

供应商索赔中的物料费用计算方法

Calculation of material costs for Supplier recovery



各零件系总索赔金额的计算方法如下:

The total Recovery amount per part family is calculated as follows.

$$\text{索赔金额} = (\text{供应商索赔物料费用} \times \text{各零件系索赔零件数} + \text{各零件系劳动工时成本}) \times (\text{接受率} + \text{无问题零件率}/2) + \text{转租成本}$$

$$\text{Recovery Amount} = (\text{Material costs for recovery} \times \text{number of claims per part family} + \text{Labor costs per part family}) \times (\text{AR} + \text{NTF-Rate}/2) + \text{Sublet costs}$$



4. 特殊索赔事项

Handling of Procedures for Special Recourse

特殊索赔的定义 Definition Special Recourse

特殊索赔的结算条例适用于因供应商提供缺陷零部件导致召回、批量故障或者零件相续性损坏。

The settlement regulations for special recourse apply to defective deliveries if these have led to a recall, series damage or damage to other components.

召回 Recall

召回事件定义如下：由于零件缺陷产生的影响而违反法规或者官方条例，尤其是安全和环保规定时，由相应责任机构或北京奔驰供应商自愿采取的弥补车辆缺陷(补救措施)的行为。当对缺陷产品采取的补救措施是为了保护乘员生命安全时，亦被认定为召回。

A recall within the meaning of these regulations occurs if, on account of a defective product and the resulting violation of statutory or official regulations, particularly safety or environmental regulations, actions to remedy the defects in vehicles (“field measure”) are ordered by the responsible offices or performed voluntarily by BBAC in compliance with provisions. Also considered recalls are all field measures performed on account of a defective product if they serve to defend against risk to life and limb.

零件相续性损坏 Damage to other components

零件相续性损坏定义如下：由于供应商交付缺陷零部件或者供应商做出不良行为，造成除缺陷零件外其它车辆部件受损的，或者在维修缺陷零件过程中，其他零件也必须被替换。

Damage to other components occurs if, as a result of defective delivery or performance by the supplier, vehicle components other than the defective one are damaged or if other parts have to be exchanged or replaced in the course of repairs to the defective part delivered.

批量缺陷 Series Damages

批量缺陷适用于如下情况：当一个生产月(日历月)内同一类型的零件问题导致车辆缺陷率(问题车辆/车辆总产量)大于 3%时。如果缺陷率小于 3%，北京奔驰将和供应商协商来确定是否属于批量生产损坏。

Series damage occurs in the event of every defect that, based on goods of the same type delivered in one production month (calendar month) leads to a defect rate in vehicles of more than 3% (defective vehicles/total vehicles produced). In the event of a defect rate of less than 3%, it will be coordinated with the supplier whether this damage will also be treated as series damage.

批量缺陷或相续性损坏的补救措施 Measures to Remedy Series Damage or Damage to Other Components

在批量缺陷或相续性损坏的情况下，北京奔驰经慎重考虑，将会采取必要措施来补救



已造成的损失或预计发生的损失。其中包含了对所有安装缺陷零件的车辆采取补救措施。

In the event of series damage or damage to other components, BBAC may, at its own discretion, take the necessary measures to remedy any damage that has already occurred or is expected to occur. This includes, in particular, field measures for all vehicles fitted with the affected part.

特殊索赔的成本补偿 Cost Reimbursement for Special Recourse

通过特殊索赔的方式，供应商将向北京奔驰偿还由于提供缺陷零件而在后续过程发生的损失以及伤害。如果供应商对缺陷交付没有责任，则供应商对补偿亦不负责任。

By way of special recourse, Supplier will reimburse BBAC for the expenses necessarily incurred in connection with subsequent performance and for loss and damage, so far as caused by defective deliveries. Supplier will not be liable to make such reimbursement if the supplier is not accountable for the defective delivery.

对于批量缺陷或相续性损坏，只有在损伤发生在车辆初始注册或者替换零件被安装后五年之内，才会追偿相关费用。对于召回事件，供应商将对北京奔驰在采购通则 11.2.5.和 11.2.6.条目列出的项目进行赔偿。

For series damage and damage to other components, costs will be reimbursed only insofar as the damage occurred within a period of five years from the initial vehicle registration date or the time at which replacement parts were fitted. For recalls, Supplier will reimburse BBAC for the period and expenses mentioned in General Rules 11.2.5. and 11.2.6.

在实施相关措施时，北京奔驰将基于效率和盈利角度进行考虑。

BBAC will consider issues of efficiency and profitability when implementing the measures.

商誉索赔 Goodwill

商誉索赔是指顾客欲索赔的零件已经在保修期之外的索赔。对于多数商誉索赔的情况，从顾客友善度的角度考虑是合理的，为了维护公司良好的声誉，北京奔驰将不得不提供赔偿。

Goodwill claims are claims granted to customer at which the claimed parts are out of warranty period specified. For many goodwill conditions, the customer friendliness is technically justified and BBAC is forced to provide to customer in order to maintain its good reputation.

北京奔驰将会就商誉索赔与供应商进行逐个审议与商议。

Goodwill conditions will be reviewed and negotiated with Supplier on a case by case basis.



5. 北京奔驰财务索赔流程

BBAC Financial Recovery Process

根据供应商与 QEC 商定的分析结果，北京奔驰需发出一份《北京奔驰供应商索赔赔偿通知单》。此索赔通知单应包含供应商赔偿份额(供应商索赔金额)。供应商在收到此通知单后须及时签字、盖章，再寄回北京奔驰。如果在《北京奔驰供应商索赔赔偿通知单》发出后 4 周内未收到任何回复，北京奔驰将直接开具赔偿发票并从相应供应商货款中扣除索赔款金额。

In accordance with the analysis results agreed between Supplier and QEC, BBAC shall issue a “BBAC Supplier Warranty Compensation Notice” which includes the compensation proportion of Supplier (supplier recovery amount). After receiving the compensation notice Supplier shall sign and seal in time and return it to BBAC. If BBAC does not receive any feedback within 4 weeks after issuing, compensation invoice can be directly issued and recovery amount will be deducted from payment for Supplier Goods.

分析零件是根据检查报告的发出日期所在年份确定属于该索赔年的索赔额。

The analyzed parts which are considered for each repair year's recovery is defined by the inspection report sending out date to Supplier in the respective repair year.

北京奔驰财务为供应商开具一份币种为人民币(RMB)的赔偿发票，供应商应在发票开具之日起 10 个工作日内付款。如果供应商未在此期间付款，北京奔驰会告知供应商并将从货款或定金中扣除相应款额。

BBAC finance issues a compensation invoice in RMB to Supplier which should be paid within 10 working days after issuing. If there is no payment from Supplier within this period BBAC will inform Supplier and deduct the corresponding amount from due payment for Goods or from deposit.

赔偿通知及发票将寄送至一级供应商，除非有指定下级供应商的特殊三方协议存在。

Compensation notice and invoice will be sent to Tier 1 suppliers unless there is a three party agreement which includes responsibilities of Tier-N suppliers.

付款兑现前任何有财务影响的变化都会通知供应商。

Supplier will be notified of any changes that have a financial impact before they are implemented.



附件二： 北京奔驰物流特殊条款

Attachment 2: BBAC Logistics Special Terms

北京奔驰物流特殊条款

BBAC Logistics Special Terms



版本: 5.0

2021 年 3 月

Version 5.0

March 2021



1. 物流条款

General Logistics Terms

1.1 概括

供应商必须满足《北京奔驰物流条款》以保证供货安全。物流条款是约束所有供应商的最低要求,供应商必须满足物流条款要求的标准(从 PT 试装供货开始直到停产)。

此文件为采购通则的一部分,是询价包文件的一部分。

对于部分零件,北京奔驰会在定点前提供《北京奔驰零件特定物流要求》,此文件是基于零件、供应商、生产地点、客户要求的要求文件。供应商需要满足此文件的要求(从 PT 试装供货开始直到停产)。

北京奔驰会在 PT 试装前,基于实际要求和供应商进行最终的物流方案确认。如果最终的物流方案和《北京奔驰零件特定物流要求》中的方案不同,以最终的物流方案要求为准。

《北京奔驰物流条款》、《北京奔驰零件特定物流要求》及北京奔驰确认的最终物流方案的要求不适用于

1. 样件及样车的零件

2. 售后备件

General

Supplier shall meet the requirement on this *BBAC Logistics Special Terms* for ensuring supply security. The requirements are minimum standards, which are binding for all suppliers and must be fulfilled (from the start of PT supply to EOP). The present document is part of the *General Rules* which is part of the RFQ document set.

For some part, BBAC will provide *BBAC Part Specific Logistics Requirements* to Supplier before awarding. This document is requirement documentation based on component parts, supplier, production locations and client requirement. Supplier shall fulfill the requirements as described in the *BBAC Part Specific Logistics Requirements* (from the



start of PT supply to EOP).

BBAC will confirm final BBAC LOG concept with Supplier before PT based on actual requirement. In case of any difference between the final concept and *BBAC Part Specific Logistics Requirements*, it shall subject to the final concept.

BBAC Logistics Special Terms, BBAC Part Specific Logistics Requirements and the final concept confirmed by BBAC are not valid for:

1. Sampling parts and parts for sample car
2. Spare parts

1.1.1 有效的联系

北京奔驰要求供应商在北京奔驰工厂的生产时间(所有班制)提供一位可以用流畅的中英文交流并能够代表供应商做出物流方面决策的联系人。

供应商必须提供北京奔驰 24 小时联系方式。紧急联系人应保持手机每天 24 小时畅通(包括非工厂生产时间), 以备特殊紧急事项的沟通; 必要时应保持电子邮件畅通。

供应商要确保, 其为北京奔驰提供的顶岗的员工必须有足够能力胜任, 并保持和北京奔驰的沟通,

供应商必须提供物流组织机构图, 包括相关职责的描述。

Availability of Contacts

BBAC expects that during the working times specific to the BBAC plant (in all shift models) Supplier will provide a competent contact person who is fluent in English and Chinese with the necessary decision-making competence in Logistics.

Supplier must provide 24 hours contact person information to BBAC. The contact person should keep cellphone available for 24 hours per day (includes non-factory-production time) for communication of urgent matters and keep email available in necessity.

Supplier's stand-in arrangement for BBAC must be sufficiently ensured by a competent employee and communicated to BBAC.

Supplier is also required to provide a logistics organizational chart, including a description of responsibilities.

1.1.2 特殊措施下的决策权



供应商必须明确规定在采取特殊措施(如改变发运方式、发运次数增减)时的决策人及对应的顶岗人员，并告知北京奔驰。

供应商必须提供对整个特殊措施执行的程序描述。

供应商必须全程督促整个特殊措施的执行情况并传达给北京奔驰。

Decision-making Authority for Special Measures

Supplier must clearly specify the decision-making authority on the initiation of special measures (e.g. special transports, increase or decrease in the number of shipments), including the stand-in arrangement. It should inform to BBAC.

Supplier must provide a process description for the initiation implementation of special measures.

Supplier must verify implementation of these measures at all times and communicate them to BBAC.

1.2 库房及安全库存管理

供应商必须根据送货频率和批次规格确定成品安全库存量。如果北京奔驰认为对生产有风险，北京奔驰有权利定义供应商的安全库存量。北京奔驰建议国产化供应商应当持有 2 个星期的成品和 4 星期的原材料作为安全库存。

供应商必须根据订货周期保证足够的原材料库存量。

成品库存必须实行可视化管理。北京奔驰可以要求每天收到供应商的库存状态。库存的可视化管理可通过：

- 条形码系统
- 预警提示
- 看板系统

供应商必须保证所有原材料和成品的先进先出和标识完整、唯一。



供应商必须保证成品仓库和原材料仓库的存储面积可以满足北京奔驰的要求。

其他任何关于库房管理的事务必须得到北京奔驰的确认。北京奔驰有权确定供应商的库房管理系统。

如果供应商不能满足上述要求，北京奔驰有权要求供应商为北京奔驰设置专门仓储区域。

Warehouse management including safety stock

Supplier must specify the sufficient amount of finished goods safety stock depending on the supply frequency and the batch size. BBAC has the right to define safety stock if there is a risk for BBAC production. As reference, BBAC expects the stock of two weeks finished goods and four weeks raw materials for a local supplier.

Supplier must stock raw materials in sufficient quantities depending on the replacement lead time.

Supplier must be able to demonstrate his current level of finished goods on hand in a transparent manner. BBAC can request to get a daily stock level from Supplier. Possibilities to ensure the transparency of warehouse stock level:

- Barcode system
- Visual indicators
- Kanban system

Supplier must ensure FIFO and the complete and unique identification of all materials and finished goods.

The warehouse space must be sufficient to store finished goods and raw materials required by BBAC.

Other warehouse management possibilities have to be confirmed by BBAC. BBAC has the right to specify the warehouse management system.

If Supplier does not fulfill the above mentioned requirements, BBAC has the right to request a separated storage location for BBAC parts.

1.3 所有权转移

库房件及直供件运输，当北京奔驰道口确认收货，产品的归属权将转移至 BBAC。

JIS 件运输请参考关于 JIS 的部分。

Ownership transfer



The ownership for conventional warehouse parts (KON) and JIT parts deliveries will be transferred to BBAC when BBAC dock confirms the receipt of it. For JIS parts deliveries see Chapter JIS.

1.4 应急方案

为了保证流畅的生产过程和供货，供应商必须按照 FMEA¹方法(失效模式与影响分析)制定应急方案，用以分析所有可能出现的风险。供应商必须建立应急小组(包含联络信息)负责紧急事务。此应急方案必须在供应商物流审核时得到批准。

发生紧急送货的情况，供应商应与北京奔驰物流确认。供应商必须确保配备紧急送货所需的运输装备或其他运输商作为备选方式。

Emergency Plan

In order to ensure a smooth production process and supply to the BBAC site, Supplier must develop an emergency concept using the FMEA¹ method (failure mode and effects analysis) to analyze all possible process risks. Supplier has to nominate an emergency team (responsible contact information) handling these cases. The emergency concept has to be approved while Logistics Process Audit (LPA).

In case of emergency delivery, Supplier shall confirm with BBAC Logistics. Supplier must ensure the availability of transport equipment or other transportation service provider as back up in case of emergency deliveries.

1.5 供应商物流就绪

Supplier Readiness Logistics

1.5.1 自我评估

供应商将收到有关基本的物流方案方面的自我评估问卷调查。供应商的内部物流方案也属于考核范围。供应商应填写该问卷调查并连同相关文件(如流程图等)回复

¹ 失效模式与影响分析 (Failure mode and effects analysis, FMEA)是一种操作规程，旨在对系统范围内潜在的失效模式加以分析，以便按照严重程度加以分类，或者确定失效对于该系统的影响。这里要求供应商提供物流方面涉及产品和过程的 FMEA，具体内容可以向北京奔驰询问。

A failure modes and effects analysis (FMEA) is a procedure for analysis of potential failure modes within a system for classification by severity or determination of the effect of failures on the system. BBAC requires Supplier to offer Log FEMA with product and process, of which the details could be asked for from BBAC.



给北京奔驰。

Self-Assessment

Supplier will receive a self-assessment questionnaire regarding the required basic logistics planning concepts. Supplier's internal delivery concept planning will be evaluated accordingly. Supplier will be expected to fill in this document, add some additional documents (e.g. concept slides, etc.), and return the documents to BBAC.

1.5.2 物流审核(LPA)

LPA 是详细的物流过程分析, 通过北京奔驰对供应商工厂的审核来完成。通常针对零部件在启动和爬坡阶段的物流和生产流程。审核结束后, 北京奔驰将根据发现的问题提出整改方案并与供应商讨论和确认。物流审核将提前通知并要求供应商的管理层参与。

供应商必须对下级供应商实行物流审核, 如有必要, 供应商可以向北京奔驰咨询关于物流审核考核方法的帮助。

物流审核是供应商全面放行的必要步骤。

Logistics Process Audit (LPA)

LPA is a detailed Logistics Process Audit, which will be accomplished by BBAC at Supplier's production facility. It's used generally in the launch and ramp-up phase highlighting logistics and manufacturing processes on part level. The LPA may result in corrective action having to be implemented for which measurement criteria will be agreed between Supplier and BBAC. The LPA will be conducted on management level for which advance notification will be given.

Each supplier has to arrange LPA's with his sub-supplier. If necessary, Supplier can ask BBAC logistics for support regarding the LPA methodology.

LPA is a necessity for the overall release.

2. 发货订单(Call-off)

Delivery Call-off

2.1 北京奔驰的零件发货是通过系统计算得出, 发货订单是通过电子数据交换传输(传



统 EDI)或 Web - EDI 的形式发出。特殊情况, 需要得到北京奔驰批准。发货订单中的各项内容均以 ODETTE²标准定义。JIS 供应商必须使用传统 EDI 方式, 非 JIS 供应商可以自愿选用传统 EDI 方式。

发货订单程序会在 Web - EDI 用户手册中说明。

BBAC's parts requirements are calculated using a mechanical process and are electronically transmitted, per item, in the "delivery call-off" form via electronic data interchange (classic EDI) or via Web - EDI. Exceptions have to be approved by BBAC. The data fields are defined in the following correspond to ODETTE³ recommendation. The classic EDI procedure has to be used by JIS suppliers, besides; non-JIS-suppliers who would like to use classic EDI may use it.

The procedure of delivery call-offs can be found in the Web - EDI handbook.

供应商会收到 9 个月的需求计划。供应商可以从系统中查到本月需要发货的数量及到货日。第 2 个月和第 3 个月的总计数量以周计划需求形式体现。其他 6 个月的预测按月计划需求体现。

订单要求日期应为到货日期。供应商发货时, 以最新订单(Call-off)为准。具体的零件数量、提货日期及到货日期将以 BBAC 指定的运输计划人发出提货计划为准(仅适用于 KON 零件及依据贸易术语 FCA 的 JIT 零件)。紧急零件及时处理。

The delivery call-off has a horizon of 9 months. In the first month, Supplier will get the information regarding quantity of parts and defined delivery dates. For the following 2 months, only the volume will be provided in weekly batches. The forecast for the remaining 6 months will be given in monthly volume.

The defined dates in call-offs are goods incoming dates at BBAC. Required quantities must be delivered on the basis of the latest delivery call-off. In addition, Suppliers also will be provided with a pick-up plan by BBAC appointed transportation planning service provider detailing the parts quantity, pick-up date and time and delivery day [limited to conventional warehouse (KON) and JIT parts with incoterm FCA]. Supplier has to handle the emergency parts in time.

² ODETTE: 一种标准的 EDI 数据格式。

ODETTE: One of the standard EDI message format.



若订单量减少抑或订单取消，北京奔驰将按照最后的发货订单接受采购协议中包含的成品(1个月)和原材料(2个月)。³

发货订单(Call-off)已包含详细的零件订购数量及到货时间，若无变更要求，供应商无须与北京奔驰确认发货订单(Call-off)；若有变更要求，须立即与北京奔驰商讨且须得到北京奔驰国产零件采购工程师的书面认可。

In the event of full or partial annulment of Call-off quantities, BBAC takes over the purchase commitment for the ordered product (one month) and the raw material (two months) from the last call-off.

BBAC expects the delivery quantity and delivery date as mentioned in the call-off. If no change by Supplier, delivery call-off confirmation is not necessary by Supplier. Requests for changes by Supplier have to be discussed and agreed in written form with the BBAC Local MRP immediately.

如果供应商无法按发货订单(Call-off)的要求交付，供应商有义务尽快通知北京奔驰国产零件采购工程师。

重要的是，供应商有义务核对最新发货订单(Call-off)中序列号是否存在异常(如：数据突然升高、降低或消失)。若有异常，立即通知相关北京奔驰国产零件采购工程师。

If Supplier is unable to meet the delivery deadline, it is obliged to notify BBAC Local MRP immediately.

It is important that Supplier checks the differences (e.g. sudden increase, decrease or disappearance of data) of the delivery accumulative number of the latest delivery Call-off. In case of differences, the responsible BBAC Local MRP has to be informed immediately.

3 北京奔驰采购协议承诺在“发货订单”(Call-off)中显示的一个月的成品及二个月的原材料。成品订单被视为有效订单。发货以最新发货订单为准。“两个月的原材料订单”中显示的订购量用于原材料备货。预测期内显示之数量仅供参考。若发货数量多于最新“发货订单”(Call-off)要求数量，将抵减下次应发货数量。任何变动(补充订单或新零件初始订单和新发货计划或订单取消)将会体现于“发货订单”(Call-off)中，发货应基于最新的“发货订单”(Call-off)。

BBAC purchase commitment contains one month for finished goods and two month for raw material. The quantity designated under production release is firmly ordered. Delivery must be based on the latest call. However, the quantities inserted under material release entitle material requirement planning, not production. Quantities required beyond these periods are target figures that are for information only. If consignments in addition to the latest deliveries to be indicated are on their way to us, these quantities are to count towards the next delivery installment to fall due. Changes (replenishment orders or initial orders of new parts and rescheduling or cancellations) that are disclosed to you as a result of changes in call-off and delivery plans should be entered under the current call-off, until a new call-off is received.



3. 包装条款

General Packaging Regulation

3.1 适用范围、基本要求

Scope and general requirement

此包装条款是对零部件供应商的物流包装的相关责任的说明。供应商需要满足的基本要求总则如下。

This packaging regulation defines the responsibilities for parts supplier packaging. Supplier should meet the basic requirement as below.

- 供应商应遵照国家及行业法律法规中的相关要求(比如环保、安全、材料、质量等)。

Supplier must meet national laws and regulations (such as environmental, safety, materials, quality and so on).

- 供应商包装应满足《采购通则》、《物流条款》、《北京奔驰国产零部件供应商包装标准手册》的要求, 以及北京奔驰包装工程师根据项目实际情况提出的具体要求。

Supplier packaging should meet the requirement from *General Rules*, *Logistics Special Terms*, *BBAC Packaging Standard Manual For Local Supplier Parts*, and detailed requirement based on actual project condition request by BBAC packaging engineer.

- 供应商负责包装的设计、制作、维护、清洁、更换, 保证从供应商的发货到北京奔驰使用完成过程中的零件防护、包装质量、包装维护、生产和物流使用、设施匹配性、库存差异、人机工程、安全、环保、噪音要求。如有以上问题发生, 或供应商出现任何违背要求或未经批准的行为, 供应商应于4小时内响应, 并毫不延迟地解决问题; 相应措施包括但不限于更换零件、更换包装、人工服务、重新测试。并且, 供应商应承担该等情况下北京奔驰蒙受的损失。

Supplier is responsible for the packaging design, manufacture, maintenance, cleaning



and exchange, to ensure parts protection, packaging quality, packaging maintenance, production and logistics applicability, equipment applicability, packaging inventory difference, ergonomic, safety, environment and noise requirement during the supplier chain from supplier to BBAC used up. Any problem as above, and unapproved action and deviation from Supplier, Supplier must take quickly action within 4 hours and solve problem without any delay. The action including but not limited to replace parts, replace packaging, manual service, packaging trial and so on. Supplier should bear resultant losses and costs of BBAC under such circumstances.

- 供应商需要按照北京奔驰要求的时间, 完成包装规划和优化, 提交相应的文件、样品、改善措施等, 满足使用及改善要求。由于供应商未满足时间要求、使用要求、技术要求、质量要求、法律法规、安全环境要求等造成的包装方案提交、评审、批准、正式供货的延误, 供应商应于 4 小时内响应, 并毫不迟延地解决问题, 并且, 供应商应承担该等情况下北京奔驰蒙受的损失。

Supplier should follow BBAC timeline requirement to finish packaging plan, and provide documentation, sample, and optimization solution and so on, to meet BBAC use and optimization requirement. In case of any delay caused by Supplier that does not fulfill BBAC requirement from time, use, specification, quality, law and regulation, safety, environment and so on, Supplier must take quickly action within 4 hours and solve problem without any delay. Supplier should bear resultant losses and costs of BBAC under such circumstances.

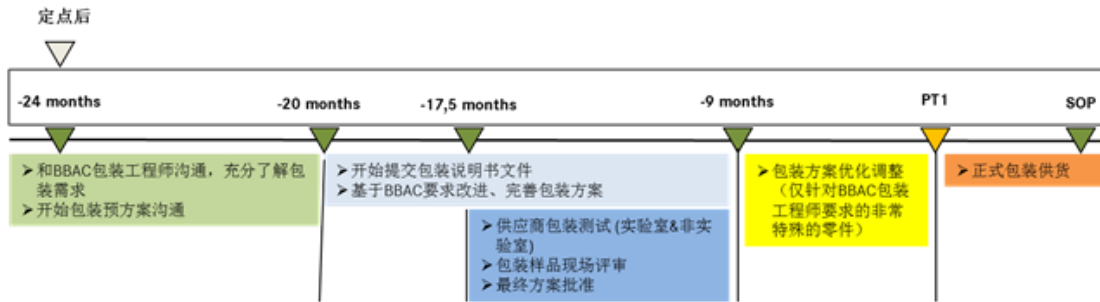
- 北京奔驰对于包装方案的审核与批准不能免除供应商对包装应承担的任何责任。

The approval for packaging from BBAC does not relieve any responsibilities from Supplier.

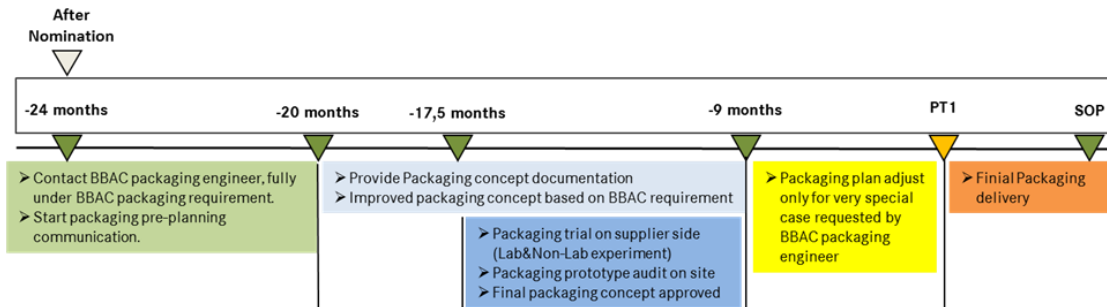
3.2 包装规划



Packaging planning



※ 文中的时间要求仅为对于普通零件包装（非机械手匹配）的时间参考。机械手匹配的包装时间要求具体根据包装工程师的要求而定。



※ This is a general time reference only for normal parts packaging (no automatic handling request). The requirement for automatic handling packaging should follow packaging engineer's detail requirement.

- 对于任何新零件，从定点开始，供应商应主动联系北京奔驰包装工程师充分了解包装要求，开始包装规划，按北京奔驰的要求提交不限于包装方案、图纸、测试结果等文件报告。

For any new part, Supplier should take the initiative to contact BBAC packaging engineer to completely understand BBAC packaging requirement after awarding and start packaging planning and provide including but not limit to packaging concept, drawing, test, documentation and so on based on BBAC request.

- 供应商应于 PT1 三个月前完成包装样品评审，得到放行许可。

Get packaging approval from BBAC and finish packaging sample test before 3 months before PT1.



- 供应商应于 PT1 开始使用最终包装方案。

Use approved final packaging plan from PT1.

- 对于零件号变更，供应商应第一时间主动联系北京奔驰包装工程师，完成包装规划流程。

For ECC, Supplier should first take the initiative to contact BBAC packaging engineer to finish packaging plan process.

- 供应商需要提供奔驰要求的包装测试相关服务(包含但不限于测试报告、包装样品、用于测试的零件、技术人员参与等服务)，直至样品放行完成。供应商负责支付在此期间产生的相关人员、运输、包装、零件费用、测试费用等。

Supplier must provide packaging test relevant service (including but not limit to test report, packaging sample, the parts for packaging test, technical staff support and so on) until sample release finish. Supplier should bear the cost for relevant staff, transportation, packaging sample, parts for packaging test, test fee and so on related to packaging test.

- 供应商所提供的包装必须通过北京奔驰要求的包装测试程序，包括非实验室测试和实验室测试(视北京奔驰包装工程师要求)，供应商必须与有资质的包装测试机构合作完成测试程序。详细测试报告必须得到北京奔驰的认可。供应商负责支付测试产生的一切费用。

Supplier should pass packaging test including Lab experiment and Non-Lab experiment (depending on BBAC packaging engineer's requirement). For Lab experiment, supplier should select qualified Lab. Moreover, the test report should be accepted by BBAC. Supplier should bear the resulting cost from the test including the parts cost.

3.3 包装维护

Packaging maintenance

- 供应商负责包装的维护、清洁、维修。供应商应保证每次发货的包装完好，满足使用要求，包括无变形、无破损、无脏污、不影响零件质量、不影响物流和



生产使用、满足安全环保要求等。

Supplier is responsible for packaging maintenance, cleaning and repairing. Supplier should ensure packaging to meet the use requirement, including but not limit to no deformation, no broken, no residual, no impact for parts quality, no impact for logistics and production use, no impact for safety and environment.

- 对于器具的易损部件，包括但不限于叉车脚、脚轮、防尘帘、内衬、布袋等，供应商应特别注意检查状态，保证每次发出的包装功能完好、无问题、无异响、无噪音。

For easy damage packaging component (including but no limit to forklift feet, wheels, curtain, inlay, cloth bag and so on, Supplier should especially check status to ensure packaging function with good condition, no problem and no noise.

- 针对现场发现的问题包装，供应商在收到通知后，应于 4 小时内响应，并毫不迟延地解决问题，包括现场维修或者返厂处理。供应商应主动提交维修或改善后报告。供应商应承担该等情况下北京奔驰蒙受的损失。
- 北京奔驰有权要求供应商完成包装的盘点，提供定期的盘点、维护报告。供应商负责支付此部分费用。

For packaging problem what happened in BBAC, Supplier must take quickly action within 4 hours and solve problem without any delay, including repair on site or return to Supplier plant. Supplier should provide repair and solution report. Supplier should bear resultant losses and costs of BBAC under such circumstances.

3.4 包装类型及投入方式

Packaging type and investment type

- 包装分为一次性包装和循环包装。供应商需要按照北京奔驰要求使用合适的包装类型。

There are two packaging types: one-way packaging and returnable packaging. Supplier should follow BBAC requirement to choose suitable packaging type.

- 一次性包装由供应商投入。



One-way packaging is invested by Supplier

- 循环包装分为以下两种类型。北京奔驰包装工程师会根据零件和包装要求确定使用何种类型。

There are two returnable packaging types. BBAC packaging engineer will confirm based on part and packaging requirement.

- 标准包装箱(ULT): 外箱采用北京奔驰投入方式, 其中的一次性包装内材和辅件、打包带、缠绕膜等仍由供应商投入;

Universal packaging (ULT): Outer box is invested by BBAC. The inner packaging and packaging accessory, belt, strength film and so on are still invested by Supplier.

- 专用包装(SLT): 外箱和内材均由供应商投入。

Special packaging (SLT): Outer box and inner packaging are both invested by Supplier.

3.4.1 供应商投入包装

Supplier invest packaging

- 循环包装器具的数量只被允许在给北京奔驰的正常发货时使用。库存天数需要得到北京奔驰物流计划 MRP 工程师的认可。如果供应商需要更多的包装器具用于备货及其厂内周转, 需要自行承担相应的费用。北京奔驰是包装器具的最终所有者, 量产结束后, 所有周转器具所有权归属北京奔驰, 届时北京奔驰可以根据周转器具的实际状况确定是否用于其它项目或是由供应商自行进行报废处理。

Returnable packaging quantity is only allowed for BBAC normal production use. The stock day should be accepted by BBAC MRP. If Supplier needs more packaging for buffer stock and supplier turnover, it should be at supplier's own expense. BBAC is the owner of the packaging. When the project EOP, BBAC can decide that the packaging can be reused for other project or packaging can be scrapped by Supplier based on packaging status.



- 供应商应主动告知北京奔驰器具投入数量，及时准确的完成系统收发货数据的更新，确保供应商端 EDI 数据的准确。

Supplier shall proactively inform BBAC the packaging input quantity, timely and accurately complete the update of system receipt and delivery data, and ensure the accuracy of EDI data at Supplier side.

- 供应商需要投入足够数量的循环包装，满足产量波动和运转情况波动，保证北京奔驰生产需求。

Supplier should invest enough returnable packaging to fulfill demand fluctuation and supplier chain fluctuation, to ensure BBAC production requirement.

3.4.2 北京奔驰投入包装

BBAC invest packaging

- 使用北京奔驰包装的情况下，包装内部的一次性包装材料和其他辅件（打包带等），由供应商投入。供应商自投的包装材料需要和北京奔驰投入包装完美配合使用。供应商仍然对包装的整体方案和产品的质量负责，保证产品和包装质量。供应商应承担由于配合不当造成的损失。

If Supplier uses BBAC invested packaging, the inner packaging and packaging accessory (belt, strength film etc.) are still invested by Supplier. Supplier invest packaging should match BBAC packaging perfectly. Supplier is still responsible for the complete packaging concept and parts quality and packaging quality. Supplier must bear the responsibility and relevant BBAC loss due to packaging mismatch.

- 供应商应按照北京奔驰要求使用由北京奔驰提供的器具，做到规范操作、检查、按时提供台账、盘点数据、使用状态等信息。供应商应保证发出的北京奔驰投入包装的清洁和质量，包括标签清洁，清洁度维护。供应商应承担由供应商造成的器具遗失、损坏、脏污而导致的损失并毫不迟延地解决问题。

Supplier should use BBAC packaging based on BBAC requirement, such as normal operation, checking, cleaning and submitting inventory book, stock data, packaging status report and so on. Supplier should ensure clearness and quality of BBAC



packaging delivered by it, including label cleanness, cleanliness and residual maintenance. Supplier must bear the loss caused by packaging damage, dirty, loss due to Supplier and solve the problem immediately.

- 北京奔驰只会提供满足正常周转频率的包装器具数量，要求供应商只在发货时使用此包装器具，如果供应商需要更多的包装器具用于备货及其厂内周转，需要自行承担相应的费用。

Returnable packaging quantity is only allowed for BBAC normal production use. If Supplier needs more packaging for buffer stock and supplier turnover, it should be at Supplier's own expense.

- 供应商需要密切关注产量波动、供应链周转情况、零件号变更等情况。如有包装数量、包装型号、零件号、零件需求的问题，供应商应主动和北京奔驰及第三方相关负责人及时申请。由于供应商未及时通知导致的包装不足引起的损失由供应商承担责任。

Supplier needs to pay close attention to parts demand volume fluctuation, supplier chain turnover status, part number change status and so on. In case of any problem regarding packaging quantity, part number, part demand and so on, Supplier should proactively inform BBAC and BBAC 3rd party staff. Supplier must bear the loss and relevant cost caused by Supplier's delay of noticing

3.5 包装变更、优化

Packaging change and optimization

- 北京奔驰有权要求供应商优化包装，切换包装形式(比如一次性包装和循环包装之间的切换)，使用新的包装技术(比如 RFID 等)。对于供应商负责开发的包装器具，北京奔驰也有权要求改为使用北京奔驰开发的器具。

BBAC has the right to request Supplier to optimize packaging, change packaging type (including but not limit to one-way to returnable), and new packaging technology (such as RFID). BBAC has the right to ask Supplier change packaging to use BBAC packaging from supplier packaging.

- 对于北京奔驰要求的新的包装方案或包装类型，供应商需要按照北京奔驰要求



进行相关操作，配合测试，提供奔驰要求的包装测试报告以及相关服务（包含但不限于包装样品和用于测试的零件）。这部分费用由供应商支付。由于供应商延误变更造成的零件、包装质量问题，供应商应承担该等情况下北京奔驰蒙受的损失。

For the new packaging concept or packaging type, Supplier should has quick response (follow BBAC request) to operate and test, to provide packaging test report and related service (including but not limited to test report, packaging sample, the parts for packaging test, technical staff support and so on). Supplier should bear resultant losses and costs of BBAC under such circumstances caused by the quality issue of parts and packaging by Supplier's delay changing.

4. 货物运输

Shipment of Goods

4.1 概括

以下有关货物运输的规定包含对制定发货单及货物标签的要求。

General

The following regulations refer to the shipment of goods, including the requirements regarding delivery notes and goods labels.

4.1.1 遵照国际贸易术语 2020 版(Incoterms[®] 2020) F 组

遵照“FCA 货交承运人(指定地点)”或国际贸易术语 2020 版(Incoterms[®] 2020)/ F 组条款的交货，供应商应仅将货物交给北京奔驰指定的承运商。供应商不允许选用非北京奔驰指定的承运商。若因供应商违反此规定将货物运送至北京奔驰所产生的风险和费用均由供应商承担。

Deliveries in accordance with Incoterms[®] 2020 Group F

In case of deliveries "FCA (...specified location)" or other terms of delivery in accordance with Incoterms[®] 2020/Groups F, Supplier has to transfer the goods only to the forwarders designated by BBAC. Supplier is not permitted to choose forwarder not designated by BBAC. If Supplier delivers the goods to BBAC contrary to this clause, Supplier bears the risk and the costs up to BBAC.



4.1.2 遵照国际贸易术语 2020 版(Incoterms[®] 2020) D 组(DAP)

遵照国际贸易术语 2020 版(Incoterms[®] 2020)D 组条款(DAP)的交货, 供应商自己选择承运商。BBAC 保留批准或者否决供应商所选的承运商及车辆的权利。供应商考虑成本效益的同时须选择最佳的承运方式及车辆。通常情况下, FCA 是优先选择。

Deliveries in accordance with Incoterms[®] 2020 Group D (DAP)

In case of Incoterms[®] 2020 Group D (DAP), the forwarder is designated by the supplier. BBAC reserves the right to approve or disapprove the supplier's designated forwarder and vehicle configuration. The supplier has to use the most cost-effective transport equipment. In general, FCA is the preferred incoterm.

4.1.3 指定具体送达时间的货物

供应商必须明确告知承运商和北京奔驰接收部门所有指定具体送达时间的货物。

供应商必须在交给承运商的发货通知上按北京奔驰要求明确标注货物到达北京奔驰的日期和具体时间。若不能按指定时间交付, 供应商须事先征得北京奔驰相关部门同意。

Goods with target time

Goods with target time must be declared explicitly to the forwarder and the receiving department of BBAC. Supplier must note date and time of arrival at BBAC on the shipping order according to requirements of BBAC, which is handed over to the forwarder. Deviations of existing delivery time slot agreements must be agreed in advance with the relevant departments of BBAC.

4.1.4 运输过程中异常情况的处理

当运输条款适用于 DAP 条款时, 运输中任何问题须由供应商立即告知承运商、北京奔驰相关部门。当运输条款适用于 FCA 条款, 运输中任何问题须由供应商立即告知承运商、北京奔驰指定的运输计划人、北京奔驰相关部门。

报告以口头及电子邮件的方式, 阐明发生异常的根本原因和应对措施。供应商应确



保由其承担责任的问题能够及时解决，并及时反馈处理结果。

Shipping/Transport disturbances

In case of DAP, any issues in the specified delivery must be immediately reported by Supplier to both the forwarder and the responsible BBAC department. In case of FCA, any issues in the specified delivery must be immediately reported by the supplier to relevant BBAC department, forwarder and transport planning service provider appointed by BBAC. Reporting is required orally and via e-mail, precisely specifying the root cause and counter-measures. Supplier must ensure that problems in its responsibility are promptly solved and results are reported.

4.1.5 不符合订单要求的发货

任何因不能满足订单需求量或不能满足北京奔驰指定的运输计划人的计划要求而导致的分批发货、提前到货或超出订单需求量供货的情况均须事先得到北京奔驰的书面确认，并依照北京奔驰指定的运输计划人更新的计划交付发货。若供应商违反此规定，供应商自行承担该批货物至北京奔驰指定地点的风险。未按订单要求发运的货物所产生的仓储及货物回运费均由供应商承担。

如果发生未完整交货情况，供应商须在收到北京奔驰通知后立即安排补货。

Deviating deliveries

Partial deliveries, deliveries before call-off, additional deliveries or any situation that is divergent from the BBAC call-off or pick-up plan provided by the BBAC appointed transportation planning service provider requires previous agreement in written form by BBAC, after which Supplier shall provide the parts in accordance to updated call-off information or pick-up plan. If Supplier does not follow this regulation, Supplier bears the risk until the reception of goods at BBAC. Costs for storing or returning of any unauthorized deviating deliveries are borne by Supplier.

In case of incomplete deliveries, Supplier has to dispatch the missing parts or wrong delivery immediately after receiving the notice from BBAC.

4.1.6 提供货物体积和重量

供应商有义务提供正确的货物体积，货物毛重和包装材料的重量。若因重量体积信息有误而产生的额外费用由供应商承担。



Weight and volume determination

Supplier is responsible for properly determining the gross weight, tare weight and volume of the shipment. If weights and volume are improperly stated, Supplier bears any consequential costs.

4.1.7 供应商发货地点变动的信息沟通

若供应商发货地点变动，供应商必须提前六个月以书面方式通知北京奔驰物流部、采购部及北京奔驰指定的运输计划人(如需要)等各相关部门。

Change of supplier's shipping location

Changes regarding the supplier's shipping location, which deviate from the previous location, have to be announced by Supplier to BBAC logistics, purchasing and related departments as well as BBAC appointed transportation planning service provider (if applicable) at least six months prior to the change.

4.1.8 危险品运输

危险品运输须符合国家有关法律法规的运输要求。因违反有关法律法规而造成的损失由供应商承担。从第一次运输开始，供应商需保留相关文件，并在北京奔驰需要时提供。

Shipment of hazardous goods

Hazardous materials are to be transported according to the governing laws and regulations. Damages, which might be the result of non-compliance with the legal regulations, are borne by Supplier. Supplier is responsible to provide all documents based on requirements of BBAC from the first delivery.

4.1.9 交通管制

遵照国际贸易术语 2020 版(Incoterms 2020)/ D 组条款(供应商自运)的交货，无论遇到何种交通管制，供应商均须保证货物的及时交付。

Driving bans

For all delivery terms in accordance to Incoterm 2020 Group D (Supplier is responsible for delivery), Supplier has to make sure that delivery of goods is ensured by the specified delivery date even in the case that driving bans are imposed.



4.1.10 退货

如因供应商过失导致的货物回运，供应商需要在接到北京奔驰退货处理决定 2 个工作日内安排取货并承担相关费用。

Return goods

If Supplier is responsible for the cause of the return goods, it must bear the expenses for the transportation. In case that BBAC is responsible for transportation, BBAC could organize the transportation of return goods. In case that Supplier is responsible for transportation, the return transportation of goods has to be organized by Supplier within 2 working days after return goods declaration by BBAC.

If Supplier is responsible for the cause of the return goods, Supplier must organize the return transportation within 2 working days after return goods declaration by BBAC and bear the related costs.

4.1.11 盘库

遵照国际贸易术语 2020 版(Incoterms 2020)/ D 组条款(DAP)的交货，北京奔驰工厂在盘库期间⁴，供应商仍拥有所有承运商拥有在途货物的货权(根据工厂发布的最后接收日期)。该批在途货物的“货物丢失”类保险也由供应商负责。

Stock taking on inventories

In case of Incoterm 2020 Group D (DAP), at the point of time of stock taking at the BBAC plants, goods in the possession of the forwarder (according to the last acceptance date announced by the plants) are inventoried by Supplier and insured against "loss of goods".

4.1.12 供应链安全

为保证供应链安全，供应商有义务确保按照北京奔驰订单生产的、存储的、运送至北京奔驰或从北京奔驰接收的货物不被未授权的第三方接触，并且生产、储存、处理及装卸运输等需要在安全可靠的设备及转运地中进行。

4 可以卸货 Goods can be unloaded.



供应商需要委派可靠的生产、库房、处理、装卸、以及运输、接收等工作人员。

供应商授权的分包商需要被告知同样必须采取措施确保供应链的安全

Security in the supply chain

For securing the supply chain, Supplier is obligated to provide protection from unauthorized third party access for goods, which are produced, on stock, handled and processed by order of BBAC, delivered to BBAC or taken over from BBAC,

- during the production, warehousing, handling or processing, loading and forwarding of the goods; and
- in secure operating facilities and secure trans-shipment locations

Supplier warrants that the personnel assigned for the production, warehousing, handling or processing, and loading of the goods, as well as for the forwarding and takeover of the goods, is reliable.

Subcontractors of the supplier who are acting on its behalf must be informed that they also have to implement measures to secure the supply chain.

4.2 运输方式

Types of Shipping

4.2.1 卡车运输

供应商有义务监督承运商按照国家相关规定及北京奔驰要求操作。北京奔驰保留根据法律监督并记录本项义务执行情况的权利。若因供应商违反此条规定，供应商需确保北京奔驰免于第三方以违反此条规定向北京奔驰提出索赔。

所有卡车必须使用密闭车箱。北京奔驰有权决定卡车的尺寸。

Truck shipment

Supplier has the responsibility to monitor that the forwarder operates in accordance with government regulations and the requirements of BBAC. BBAC reserves the right to monitor and document compliance with this obligation within the provisions of the law. Supplier shall indemnify BBAC against the claims of third parties arising from non-compliance with this obligation, if Supplier is responsible for such non-compliance.

All truck shipments have to be operated with closed trailers. BBAC has the right to determine the size of the trucks.



4.2.2 铁路运输及船运

北京奔驰强烈希望供应商采用公路运输方式。铁路和船运运输形式须在北京奔驰认可并书面确认后方可采用。

Rail or sea shipments

BBAC strongly expects Supplier to deliver via road transportation. Rail or sea shipments are only permitted if this has been agreed by BBAC and the processing modalities have been confirmed in written form in advance for individual cases.

4.3 运输过程

Shipment Processing

4.3.1 发货通知

北京奔驰“发货订单”中显示日期为货物送交北京奔驰指定地点的正常接受日期。供应商应考虑货物送达北京奔驰指定地点所需的运输时间备货。供应商有责任按照规定时间交付，并提前告知承运商及时安排取货事宜。任何因未经北京奔驰同意或不按规定操作而产生的费用，均由供应商承担。

供应商须遵守北京奔驰服务提供商(承运商、北京奔驰指定的运输计划人等)提供的装货时间。

随货清单应按北京奔驰要求提供重量、体积、托盘数量及规格(一次性托盘、板条箱、纸箱及其堆叠强度)、北京奔驰收货人、送达地址及具体卸货地点、要求送达日期和时间、危险品等级、货物装车时间等相关信息。

以上信息与 EDI 中数据冲突时都需要以 EDI 中数据为准，任何在 EDI 中的改动都需要北京奔驰的批准。

Delivery notification

The due incoming goods date listed in the BBAC delivery call-offs applies to delivery to



appointed location within the regular goods acceptance date. The duration of transportation from Supplier to the BBAC appointed location must be taken into consideration when Supplier prepares the goods. Supplier is responsible for adherence to the arrival deadlines of the shipments, and therefore must inform forwarder for transportation in advance. Additional costs caused by uncoordinated operation with BBAC or deviating processing are borne by Supplier.

Supplier should follow the announced loading time of the BBAC service provider (e.g., forwarder, BBAC appointed transportation planning service provider).

The declaration for shipments must contain the following information according to requirements of BBAC:

Weight, volume, pallets number and type of load carrier (disposable pallets, crates, boxes and their stacking ability), recipient plant of BBAC, shipping address, precise unloading station, required arrival date/arrival time, hazardous goods classification, truck loading time, etc.

EDI system information will prevail when the information above conflicts with EDI system information. Any changes of EDI system must be approved by BBAC.

4.3.2 供应商运输准备

运输当天供应商需要在 0 点前，根据北京奔驰指定的运输计划负责人(如适用)提供的提货计划做好发运准备。取货具体信息须由供应商及指定的承运商共同确认。因未及时交货而产生的任何费用由供应商自行承担。北京奔驰保留更改提货频次的权利(例如从每周提两次变更为每天提货)和提货时间窗口。

Prepare shipments by Supplier

On the shipping date, shipments have to be prepared for shipping and provided for collection before 00:00h and in accordance to pick-up plan provided by BBAC appointed transport planning service provider (if applicable). Details information of pick-up is to be aligned between Supplier and designated forwarder. If the shipments are not provided in time, Supplier has to bear all additional costs. BBAC reserves the right to adjust the pick-up frequency (e.g. from twice a day to daily pick-up) and pick-up time windows.

4.3.3 运单

供应商与承运商的货物交接须随附符合 EDI 信息要求的运单。包装数量及规格的详细信息需在卸货地点提供。所用单据格式需经供应商和承运商双方确认。



Delivery note/Waybill

Shipments may only be handed over to the forwarder with a fully completed delivery note specified by EDI information. Details of the type and number of packaging have to be provided at unloading point. Relevant documents form must be agreed between the forwarder and Supplier.

4.3.4 物流标签

供应商需要在所有包装及装载单元上按北京奔驰物流部的要求粘贴打印的北京奔驰标准标签。

Logistics labels

Supplier has to equip every package and loading unit with printed BBAC standard labels according to BBAC's requirements.

4.3.5 装载

供应商应确保货车到厂后及时装载和发货。供应商在装载货物时，应确保货物能够安全运输。承运商司机负责货物的运输安全。

承运车辆须满足北京奔驰装卸要求。供应商装载时应确保方便卸货。

若所运货物无需在承运商中转库进行中转，货物应根据卸货地点不同分别装载。

同一供应商装载量不足整车的货物须集中发运，装载量满足整车需求的货物需要在工厂内一指定地点装货。

Loading of goods

Supplier should ensure loading and dispatch must be performed without delay once the trucks have been made available.

Supplier must load the goods in such a way that they will be safe for transportation. The forwarder's driver is responsible for a safe transportation.

The truck used for transportation has to meet the requirements of BBAC unloading processes. The station-friendly unloading must be ensured when Supplier loads goods.

When shipping loads which are not transferred to a consolidation center of the forwarder, the goods must be loaded separately on the truck according to unloading zones at BBAC.

All goods with partial shipments from one supplier have to be dispatched from a central



dispatch area. If Supplier has got complete shipments, the whole shipment must be loaded at one defined area in the plant.

4.3.6 空箱返还

遵照国际贸易术语 2020 版(Incoterms[®] 2020) F 组(例如 FCA 条款):

由北京奔驰指定的运输服务商, 参照北京奔驰指定的运输计划人的计划(如果有的话)执行返空运输。空箱需严格运送到供应商处同意的位置, 通常来说是零件提取的位置。除非允许, 严禁运送空箱到非收货地点。

遵照国际贸易术语 2020 版(Incoterms[®] 2020) D 组(例如 DAP 条款):

由供应商指定的运输商执行返空运输, 空箱提货点可能与入厂卡车卸货点不同, 也可能在工厂附近。

以上条款仅当需要返空运输时生效(例如循环包装)。

Empties return

Deliveries in accordance with Incoterms[®] 2020 Group F (e.g. FCA):

The return of empties is carried out by BBAC's appointed forwarder in alignment with BBAC appointed transportation service planning provider (if applicable). The empties delivery shall be made exclusively to the agreed address at Supplier site generally at which the production parts are collected. Deviating receiving locations for the empty container are not accepted without approval.

Deliveries in accordance with Incoterms[®] 2020 Group D (e.g. DAP):

The return of empties is carried out by Supplier's appointed forwarder. The pick-up point for empties might differ from the unloading point of the inbound trucks. This may also be in the vicinity of the plant.

The terms mentioned above apply if return of empty load carriers is required (e.g. returnable packaging).

4.3.7 发运处理时间

按实际情况不同, 给供应商空箱卸载及装货以及交接手续须在下列规定时间内完成:



2.5 吨\10 立方米(或以下)的单件货物	最长时间 30 分钟
2.5~10 吨\10~40 立方米的非整车装载	最长时间 45 分钟
整车装载	最长时间 60 分钟

根据承运商的要求，供应商有义务书面以登记表确认货车到厂和离厂时间。

若发运时间、零件数量或者种类有变化，供应商应至少于发车前 24 小时与承运商确认，以便承运商统筹调度车辆。因延误流程或超时装载或过长的等待时间所产生的附加费由供应商承担。

Processing time

According to different situation, the unloading of empties for Supplier and loading incl. administrative processing must be carried out within the following processing time.

Package freight up to 2.5t or up to 10 cbm	max. 30 minutes
Partial loads 2.5t - 10 t or 10 cbm - 40 cbm	max. 45 minutes
Complete shipments	max. 60 minutes

At the request of the forwarder, Supplier is obliged to confirm arriving and leaving time of trucks on a docket.

In case of changing collection time, parts quantities or types, Supplier has to confirm with the forwarder at least 24 hours ahead for forwarder dispatching trucks. Suppliers must bear the additional cost coming from delayed processing plus inappropriate loading and waiting time.

4.3.8 到货证明

若北京奔驰判定送达北京奔驰的货物受损或包装箱数量不符，北京奔驰要求供应商在收到北京奔驰通知后 1 个工作日之内提供书面文件，以证明该批货物在转交北京奔驰指定的承运商时的完整性及准确性。

Proof of Delivery

If damage or deviations in the scope of delivery or package are determined by BBAC on delivery, BBAC may demand that Supplier submits a written declaration, within 1 working days after announcement by BBAC, regarding undamaged and complete transfer of the



delivery to the forwarder commissioned by BBAC.

4.3.9 计划外运输

计划外运输由供应商组织(按北京奔驰要求计划、备货等), FCA 条款下由 BBAC 指定的承运商与供应商及北京奔驰指定的运输计划人(如需要)共同协调执行; DAP 条款下须由供应商协调执行。该运输须由 BBAC 相关部门与供应商确认, 由此产生的额外费用由责任方承担。

Additional Transports

Unscheduled additional transports are organized by Supplier. In case of FCA, the additional transports of goods will be processed via the forwarder selected by BBAC in coordination with Supplier and BBAC appointed transport planning service provider (if applicable). In case of DAP, the additional transports of goods will be processed by Supplier. Approval is issued by the relevant department of BBAC in agreement with Supplier. Additional cost will be borne by the liable party.

4.3.10 补货

若出现货物不符合北京奔驰接收要求或运输过程发生意外情况, 供应商须随时补货至北京奔驰或指定的运输商, 并承担其原因产生的额外费用。

Replacement delivery

In the event goods are rejected due to unfulfilled requirements of BBAC or disturbances occur during transportation, Supplier must provide replacement deliveries to BBAC or the commissioned forwarder at any time. Additional costs due to replacement delivery are borne by Supplier in case that Supplier is responsible for it.

4.3.11 送货文件

供应商需根据实际情况选用以下表格中的规范送货文件(以下内容适用于 EDI 和标准送货文件组合):

在正常情况下必须使用选项 1, 选项 2 仅用于紧急方案(EDI 传输失败)。

选项	电子传输形式	纸制文件(非电子传输形式)
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1	发货单(ASN)	4.3.3 中提到的运单 所有包装贴上标签
2	没有 EDI 情况	立即向北京奔驰上报 EDI 问题 手工创建运单并逐箱贴上送货标签 待 EDI 恢复后, 补交 4.3.3 中提到的运单

如果有必要, 供应商需按照北京奔驰接收部门或卸货点的要求, 分别制定送货文件。

Delivery documents

Suppliers needs to choose standard delivery documents from the table below according to practical situation (The following applies to the combination of EDI and standard delivery documents.).

Variant 1 must be used in normal situation.

Variant 2 is only intended for emergency processing (failure EDI).

Variant	By electronic measure	By paper document (non-electronic measure)
1	Advanced shipping notification (ASN)	Delivery note mentioned in 4.3.3 Logistics labels on every packaging
2	Without EDI	Report the EDI issue immediately to BBAC Manually created delivery note Manually created label on every packaging Delivery note mentioned in 4.3.3 is requested after elimination of EDI issue

If necessary, a separate set of delivery documents needs to be created in accordance to the specific requirements of the unloading point/dock at the receiving BBAC plant.

5. 供应商排序供货流程及要求

Just In Sequence (JIS) Process

5.1 概括

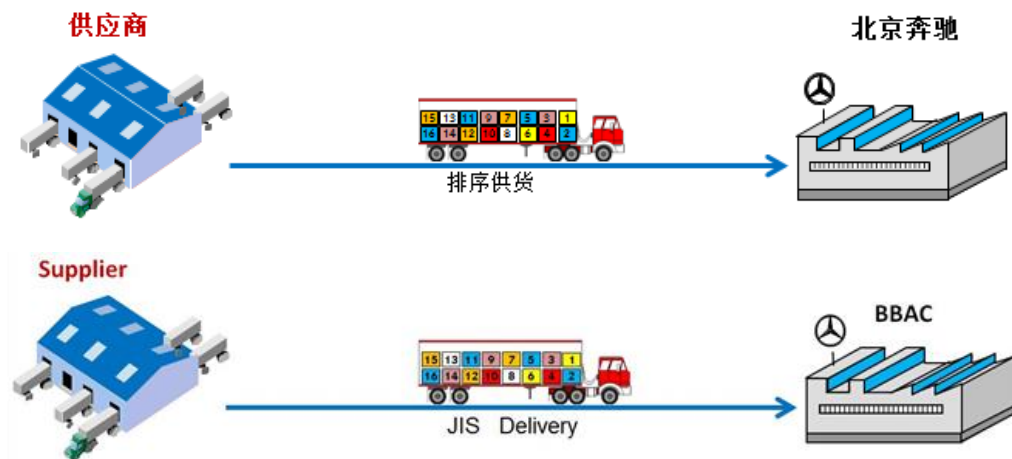
排序供货是指供应商按照北京奔驰的生产排序信息, 将零部件及时、顺序地配送到北京奔驰生产线边的供货方式。例外情况必须经北京奔驰批准。JIS 供应商必须直



接将质量合格的零部件以正确的数量，在正确的时间配送到北京奔驰的生产线上指定工位。如果供应商选择使用第三方服务商，供应商必须保证第三方服务商能保质保量准时准确供应。被定义成排序件的零件通常具备多种配型，体积较大。

General

Sequence supply means that parts will be delivered by Supplier to the BBAC production line in the same sequence as production sequence at BBAC. The final assembly must be according to the production sequence of BBAC. Exceptions must be approved by BBAC. The JIS-supplier has to deliver parts directly to the right location at BBAC (BBAC production line), with right quantity at right time. If Supplier chooses to use a 3rd party, Supplier is fully responsible to ensure the right timeframe with 100% quality. JIS parts are normally with multiple variants and bulky.



5.2 北京奔驰排序(JIS)流程和对供应商的要求

BBAC JIS process and requirements to suppliers

5.2.1 物流规划工作对接

供应商应在项目定点后应主动和北京奔驰排序工程师联络，开始排序零件规划，按北京奔驰的要求完成包括但不限于如下事项：

- 排序零件器具规划、样架评审
- 卡车运输规划



- 总装工厂内资源计算
- PT1 前需完成全部准备

由于供应商未满足时间要求、使用要求、技术要求、质量要求、法律法规、安全环境要求等原因造成的物流方案提交、评审、批准、正式供货的延误，供应商应毫不迟延地解决问题，并承担北京奔驰因此蒙受的损失。

Logistics planning requirement

Supplier shall contact JIS planner team after supplier awarding, to start JIS planning, according to BBAC requirement to finish tasks including but not limited to:

- Plan JIS parts rack and test sample rack
- Plan truck transportation
- Calculate resource in assembly plant
- Finish all preparation before PT1

If Supplier cannot meet timeline requirement, technical requirement, quality requirement, legal requirement, safety and environment requirement, etc. and make the JIS planning delayed, Supplier shall solve problem without undue delay and assume the corresponding damages and losses of BBAC under such circumstances.

5.2.2 排序(JIS)包装

此包装条款是对排序(JIS)零部件供应商的物流包装的相关责任说明。

JIS package

This packaging regulation defines the responsibilities for parts supplier packaging.

5.2.2.1. 基本要求

对于排序(JIS)包装的基本要求，供应商亦应遵循 3.1 和 3.4 中的规定。

Basic information

In terms of the basic requirement to JIS packaging, Supplier shall abide by the stipulations in 3.1 and 3.4.

5.2.2.2. 器具包装规划

对于任何新零件，包括零件号变更等情况发生时，供应商应主动和北京奔驰排序工



工程师联络, 开始器具包装规划, 按北京奔驰的要求完成如下事项

- 从定点开始, 主动联系北京奔驰包装工程师充分了解包装要求, 开始包装规划, 按北京奔驰的要求提交不限于包装方案、图纸、测试结果等文件报告。
- 根据不同零件的需求, 按照排序工程师要求的时间进度内完成包装样品评审, 得到放行许可。
- 于 PT1 开始使用最终包装方案。

供应商需要提供奔驰要求的包装测试相关服务(包含但不仅限于测试报告、包装样品、用于测试的零件、技术人员参与等服务), 直至样品放行完成。供应商负责支付在此期间产生的相关人员、运输、包装、零件费用、测试费用等。

如有特殊需要, 供应商所提供的包装必须通过北京奔驰要求的包装测试程序, 包括非实验室测试和实验室测试(视北京奔驰排序工程师要求), 供应商必须与有资质的包装测试机构合作完成测试程序。详细测试报告必须得到北京奔驰的认可。供应商负责支付测试产生的费用。

JIS rack planning

For any new part, including change of part number, Supplier shall take the initiative to contact BBAC packaging engineer to completely understand BBAC packaging requirement and start packaging planning, to finish the following tasks according to BBAC requirement.

- Supplier shall take the initiative to contact BBAC packaging engineer to completely understand BBAC packaging requirement after awarding and start packaging planning, to provide packaging concept, drawing, test documentation and so on based on BBAC request.
- According to the specific requests of parts, Supplier needs to finish package sample assessment and get the corresponding release according to BBAC timing requirement by JIS engineer.
- Supplier shall use approved final packaging plan from PT1.



Supplier must provide relevant service regarding packaging test (including but not limited to test report, packaging sample, the parts for packaging test, technical staff support and so on) until sample release is finished. Supplier shall assume the cost for relevant staff, transportation, packaging, parts for packaging test, test fee and so on during this process. Supplier shall pass packaging test including Lab experiment and Non-Lab experiment (depending on BBAC packaging engineer's requirement). For Lab experiment, Supplier shall select qualified Lab. Moreover, the test report shall be accepted by BBAC. Supplier shall bear the corresponding cost of the test.

5.2.2.3. 包装变更、优化

对于排序(JIS)包装的变更、优化，供应商亦应遵循 3.5 中的规定。

Packaging change and optimization

In terms of the change and optimization of JIS packaging, Supplier shall abide by the stipulations in 3.5.

5.2.3 排序(JIS)运输

供应商须按照最新排序信息，将零部件正确送达北京奔驰生产工位。排序运输必须有确认的时间表。在紧急情况下，北京奔驰零件负责人联系供应商协调紧急供货事宜。

供应商必须指定负责排序运输的承运商，并且对承运商的合法性、可靠性和执行力负责。北京奔驰也可将 JIS 供应商也纳入 MILKRUN 运输模式，并对运输负责。

供应商对卡车的运营负全部责任，需保证卡车准时按需配送北京奔驰所需的零件。

JIS transportation

According to the latest sequence information, Supplier shall deliver parts directly to the right location at BBAC production line. JIS transportation has to follow defined timetables. In case of emergency, BBAC material controller will contact Supplier to coordinate special deliveries.

Supplier has to nominate the forwarder for JIS transportations and is responsible for the compliance, reliability and performance of the forwarder. BBAC can put JIS supplier into the MILKRUN project and takes responsibility for transportation in these cases.

Supplier is responsible for truck transportation, to ensure on-time delivery of JIS parts.



5.2.4 设备及人员驻厂规划

驻厂服务人员负责将零部件供到指定地点，要确保及时正确地供线。此外，在北京奔驰厂内所需的人员和设备由供应商自行安排并承担费用。

在北京奔驰总装工厂内需要充电的设备包含但不仅限于叉车、拖车等，北京奔驰不承诺提供充电设备。在没有充电设备的情况下，供应商需自行解决充电问题。

所有 JIS 供应商必须派驻厂服务人员在北奔提供物流方面的服务来保障供线。

供应商应对驻厂服务人员进行过相关的产品、质量、物流、维修安全等相关培训，客服要具备相应的能力。

供应商应确保驻厂服务人员保持 24 小时手机畅通，以便紧急情况联系。特殊情况要第一时间记录好具体有效的信息(包括时间、生产号、零件号、上线情况等信息)，并及时反馈给相关接口人员。驻厂服务人员要服从《北京奔驰外来人员管理制度》。

所有总装工厂内的供应商需配备设备进行序列信息的确认，确保在上线前系统检测以确保排序信息的 100%准确性。如出现任何排序错误问题，供应商应赔偿北京奔驰因此蒙受的损失。

Equipment requirements and in-house representatives

The in-house representatives are responsible to supply parts correctly to the production line. Furthermore, all the necessary headcounts and handling equipment in BBAC plant have to be organized and paid by Supplier.

BBAC does not promise to provide charging station for the equipment including but not limited to forklift and tugger in BBAC assembly plant. If there is no charging station, Supplier shall solve charging by itself.

JIS supplier shall send in-house representatives to BBAC. The representatives must provide service regarding logistics to ensure the supply of the production line.

Supplier is responsible for training of the in-house representatives regarding products, quality, logistics, maintenance safety, etc. The customer service shall be qualified accordingly.



Supplier shall ensure that in-house representatives can be contacted via mobile phones for 24 hours in case of emergency. The in-house representatives shall record specific effective information (including time, production number, part number, on line situation, etc.) in time for emergency case, and inform the related window person in time.

The in-house representatives have to follow the BBAC rules for external employees.

JIS supplier working in BBAC assembly plant shall be equipped to confirm the sequencing information to make sure right sequencing to deliver to lineside for production. In case of any wrong sequencing, Supplier shall assume the corresponding damages and losses of BBAC under such circumstances.

5.2.5 缓冲区库存规划

北京奔驰为每个供应商提供一定面积的缓存区，用于存放排序零件。具体的缓存区面积及产品数量根据不同生产阶段制定。北京奔驰有权对总装工厂内的缓存区面积随时进行调整。总装工厂内缓存区面积不仅限于总装工厂内，特殊时刻可以使用卡车进行存储。

如果供应商在北京奔驰的缓存区面积超出规定的范围，并且没有得到北京奔驰相关人员的认可，北京奔驰有权向供应商收取一定的仓库使用费和管理费。由于供应商的原因造成的北京奔驰仓库场地或者设施损坏，供应商要赔偿相应费用。

Buffer area planning

BBAC will provide certain area, of which the area and product quantity depends on production phase, to each supplier to store the sequenced parts. BBAC is entitled to change the buffer area in assembly plant at any time. The buffer area of assembly plant may not be inside assembly plant. Storage in trucks is allowed in special cases.

If buffer area used by Supplier exceeds the permitted area without the consent of BBAC, BBAC is entitled to charge Supplier for warehouse and management. In case of any damage to warehouse and equipment caused by Supplier, Supplier shall compensate BBAC the corresponding cost.

5.2.6 JIS-P 排序规划

JIS-P(按计划排序并在北京奔驰场内再次排序)是物流排序流程中的一种特殊规划流程。排序供应商应根据北京奔驰的规划需求针对不同的模式予以配合。涉及到具体



的 JIS-P 的规划流程需和各 JIS 规划工程师进行详细对接。

JIS-P process planning

JIS-P (delivery via JIS preview and re-sequencing in BBAC) is one special sequencing process of JIS delivery. JIS supplier should support different sequencing process according to BBAC requirement. JIS supplier needs to contact JIS engineer to confirm detailed process.

5.3 现场管理及审核要求

Onsite requirement and audit

5.3.1 北京奔驰现场管理要求

BBAC onsite requirement

5.3.1.1. 包装维护

对于排序(JIS)包装的维护，供应商亦应遵循 3.3 中的规定。

供应商在发货前需对零件的包装器具进行检查，确保器具能够满足运输、包装以及北京奔驰现场器具的相关规定。由于供应商不能及时维修器具造成的任何问题由供应商自行负责。供应商需确保在发货前由足够数量的器具用于零件的交付。

Packaging maintenance

In terms of the JIS packaging maintenance, Supplier shall abide by the stipulations in 3.3. Supplier shall check the racks before delivery, to make sure that such racks can meet the requirements of transportation, packaging and BBAC on-site equipment. In case of any issues due to delayed maintenance of racks due to Supplier, Supplier shall be liable. Supplier shall prepare enough racks for parts delivery before sending parts.

5.3.1.2. 现场包装管理

供应商需将满足使用需求的器具在北京奔驰内进行使用。对于有问题的器具(包括但不限于器具异响、器具破损、器具保护装置失灵等)，北京奔驰现场有权进行扣留。由此带来的经济损失或停线风险由供应商负责，供应商应赔偿北京奔驰因此蒙受的损失。



On-site packaging management

Supplier shall use qualified racks in BBAC. In case of any defective racks (including but not limited to wheels noise, racks damage, failure of protection device, etc.), BBAC is entitled to withhold the racks on site. Supplier is liable for any damages to BBAC or line stop due to this. Supplier shall assume the corresponding damages and losses of BBAC under such circumstances.

5.3.1.3. 排序(JIS)运输

供应商需遵守国家有关法律法规、北京奔驰相关的运输标准和规范。在北京奔驰总装工厂内行驶不得超过 30 KM/H，在总装工厂内需遵守北京奔驰安全相关部门的相关形式要求，并对自己的卡车及卡车司机负有全部责任。供应商应约束司机在总装工厂内的行为规范准则需符合北京奔驰的相关要求。

由于供应商没有按照国家相关标准要求执行、没有按规划流程操作、没有遵循北京奔驰相关要求等造成北京奔驰损失，供应商应予赔偿。

JIS transportation

Supplier shall follow the relevant national laws and regulations and relevant BBAC transportation standard and regulations. The truck speed limitation in BBAC assembly plant is 30 KM/H. Supplier shall follow the requirement of BBAC safety department in BBAC assembly plant and take care of its own trucks and drivers. Supplier shall manage the behavior of its drivers in assembly plant to fulfil the corresponding regulations of BBAC. If Supplier fails to follow relevant national standards, operate according to planned process or abide by BBAC relevant regulations and causes any losses and damages to BBAC, Supplier shall compensate BBAC accordingly.

5.3.1.4. 设备及人员驻厂管理规范

第三方人员须符合现场属地原理的相关要求，包括但不限于：

1. 第三方人员需通过培训后才能上岗
2. 第三方人员需自行进行背景调查
3. 设备操作人员需持证上岗，证书需在有效期内
4. 现场人员需确保 7 天/每天 24 小时能够随时保持联系



5. 现场人员应穿着工服、劳保鞋等防护用品
6. 现场人员水杯等辅助性用品需自备
7. 现场人员需确保自身安全，管理好各自的员工
8. 为便于现场管理，各供应商需穿着各自的工服

第三方员工入场证等办理需配合北京奔驰现场管理人员的要求，按照规定进行。第三方员工在北京奔驰工厂内需遵守生产车间、物流运营等现场的管理规范要求。如出现有任何违规或因不配合不服从管理等对北京奔驰造成影响和损失的，供应商应予赔偿。

Management regulation on equipment and on-site representatives

The third party staff shall follow the regulation of the corresponding plant, including but not limited to the following.

1. The third party staff shall be trained before starting work.
2. The background investigation of third party staff shall be conducted by Supplier.
3. Operators / Drivers of equipment shall have valid certification.
4. On-site representatives can be contacted for 7 days / 24 hours.
5. On-site representatives shall wear protective equipment such as work clothes and labour protection shoes.
6. Auxiliary supplies, such as bottles, shall be prepared by Supplier.
7. On-site representatives shall take care of their own safety and manage their own staff.
8. For the sake of convenient on-site management, staff of Supplier shall wear company uniform.

The third party staff shall follow the requirement of on-site manager of BBAC to apply for entry pass and follow regulation. The third party staff in BBAC plant shall follow the management regulation requirement of production shop and Logistics Operation. In case of any influence or damage to BBAC due to violating regulation, non-cooperation or disobedience, Supplier shall compensate BBAC accordingly.

5.3.1.5. 现场缓存区管理规范

供应商应对自己的缓存区进行看管，禁止存放与零件无关的任何东西。供应商在各自缓存区内应遵守各区域现场管理的规范和要求，具体需和各区域北京奔驰现场



管理人员确认和沟通，包括但不限于看板管理、衣柜管理等。

在缓存区内相关的辅助设备需供应商自行准备，北京奔驰不提供任何的相关辅助性设备等，供应商有义务管理其现场物品，北京奔驰无相关管理义务。

Management regulation on on-site buffer area

Supplier shall take care of its buffer area, where it is not allowed to store anything other than JIS parts. Supplier shall follow the on-site regulation and requirement (including but not limited to Kanban management and management on lockers) in its own buffer area, which shall be aligned via the communication with the respective on-site manager of BBAC.

In buffer area, all the related auxiliary equipment shall be prepared by Supplier on its own. BBAC shall not provide any auxiliary equipment. Supplier is obligated to take care of its own on-site items. BBAC is not obligated to do so.

5.3.2 北京奔驰现场审核要求

北京奔驰相关审核人员对 JIS 供应商现场进行审核，对其流程、现场人员、设备、缓存区、休息区、衣柜等进行不定期审查。对其发现的问题需 8 小时内全部进行整改完毕。对于北京奔驰现场发现的新问题和需要改进的地方，供应商需现场支持并进行整改。如因不配合不服从管理等对北京奔驰造成影响和损失的，供应商应予赔偿。

BBAC onsite audit

BBAC auditors will audit Supplier on site on process, on-site representative, equipment, buffer area, rest area, lockers, etc. irregularly. In case of any issue found, Supplier shall conduct the improvement within 8 hours. In terms of any new issue or necessary improvement found on site, Supplier shall support and improve on site. In case of any influence or damage to BBAC due to non-cooperation and disobedience, Supplier shall compensate BBAC accordingly.

5.4 其他补充性说明

Extra information and requirement

5.4.1 生产时间



排序供应商及其排序服务商的供货应满足北京奔驰生产时间:

- 满足正常生产班次供货
- 满足临时安排的加班(包括周末)

若北京奔驰生产时间有任何变动, 北京奔驰会及时通知供应商。供应商有义务和责任满足额外工作时间。

Working hours

The JIS supplier and its service provider shall cover the BBAC working hours.

- Coverage of the normal shift model
- Coverage of additional working hours temporarily arranged and shifts including weekends

BBAC will inform the JIS supplier regarding any changes of working hours. Supplier is obligated to fulfill extra working time.

5.4.2 北京奔驰排序(JIS)发货订单

BBAC JIS call-off

5.4.2.1. 排序(JIS)数据传输的要求

JIS 供应商必须使用 Classic EDI 系统与北京奔驰之间进行数据传输。

如果是供应商指派的第三方物流公司为其提供排序流程服务, 届时第三方物流公司的 JIS 设备必须使用 Classic EDI。

Requirements for JIS data transmission

The JIS supplier has to use Classic EDI for data transmission with BBAC.

If a third party logistics service provider assigned by Supplier is used, Supplier has to make sure that Classic EDI will be implemented at the JIS facility of the third party logistics service provider.

5.4.2.2. 排序(JIS)发货订单内容

北京奔驰将发送以下三种信息给 JIS 供应商:

- 不含排序信息的约 9 个月预测 (零件号、需求日期、需求数量、卸货地点)



- 排序计划: 7-10 天的排序计划信息(生产号、数量、生产工位、计划上线的日期和时间、配置代码)。排序计划每天将顺延更新。
- 实际排序: 实际排序信息(生产号、班次号、日期、时间)。排序顺序固定。在某些特殊情况条件下, 北京奔驰有可能调整已经确认的排序顺序, 北京奔驰将会通知供应商进行紧急处理。

供应商必须每天及时查收 EDI 数据, 因为排序信息是由 EDI 系统发布。供应商根据最新的数据进行生产和排序。如数据发生问题, 供应商必须及时联系北京奔驰对应负责人, 通过电话或者电子邮件及时得到排序信息, 以保证生产。

JIS call-off messages

BBAC will send the following 3 types of messages to the JIS supplier.

- About 9 months forecast without sequencing information (part number, request date, request quality and unloading dock)
- JIS plan: planned sequencing information (production number, quantity, line station, planned production date and time and option code) with the horizon of 7-10 days. JIS plan will be updated on a daily basis.
- JIS actual: actual sequencing information (production number, shift number, date, time). The sequence is fixed. In special cases, it is possible for BBAC to modify the confirmed sequence information. BBAC will inform the supplier to start the emergency concept.

Supplier has to check the EDI data every day, because the sequence procedure is released via the EDI system. Supplier shall produce and sequence according to the latest EDI data. If there are any data issues, Supplier must contact BBAC in time to get updated sequence information by telephone or e-mail to ensure the production.

5.4.3 所有权转移

在 JIS 零件被生产安装并且通过相应的反冲点之后, 此零部件的所有权将由供应商转至北京奔驰所有。

Ownership transfer

The ownership transfer of JIS parts between the JIS supplier and BBAC is the point of the



first back flushing after the part is assembled into the car.

5.4.4 JIS 配线的补充形式

随着产品的增多，排序流程会随之优化，部分模块的原有流程将会做相应调整，满足特殊的配线流程，如进口件排序、多货源排序、人员及设备需共用等情况。北京奔驰保留选择第三方服务商的权利，届时供应商有责任和义务积极配合北京奔驰的相关调整。北京奔驰有权在特殊情况下要求多家供应商使用同一个第三方服务商进行混合排序或供应商之间进行混合排序。在有进口零件的情况下，如有特殊需求，国产供应商应支持对进口零件进行统一混合排序。

Supplementary method of JIS line feeding

Along with products increasing, JIS process will be optimized and the original process of some JIS modules will be adjusted to meet special line feeding requirement, such as sequencing of import parts, sequencing of multi-source parts, common usage of operators and equipment and so on. BBAC has the rights to choose the third party service provider, and Supplier is obligated to support BBAC for such change. BBAC has the rights to require multiple suppliers to choose the same third party service provider to do mix sequencing or do mix sequencing together. In terms of import parts, in case of special demand, localization supplier shall support BBAC to do the mix sequencing with import parts together due to special requirement.

5.4.5 供应商必须提供下列文件，并且通过北京奔驰物流部门审核。

Supplier shall provide the following documents and get the approval from BBAC Logistics

5.4.5.1. 流程方案/北京奔驰排序(JIS)模版

供应商必须依据报价制定排序方案并将其提交至北京奔驰审核，此排序方案需要包含以下数据:

- 负责计划和项目实施的人员信息
- 项目进度表
- 所需设备、场地、人员和投资等



- 详细的物料供应流程
- 分析供货时间, 包括接收信息、生产、排序、发货、装载、运输、卸货、供线等
- 所需 IT 支持设备及程序
- 包装方案, 从供应商到北京奔驰(包括空箱周转)
- 运输方案

最终由北京奔驰和供应商共同签署排序方案。

Process concept / BBAC JIS template

Supplier shall create a JIS supply concept according to the quotation and provide it to BBAC for approval. The JIS supply concept shall contain the following data.

- Contact persons of the supplier for planning and projects
- Project time line
- Required equipment, area, staff and other investment
- Detailed material supply process
- Analysis of supply lead time including receiving message, production, sequencing, dispatching, loading, transport, unloading, line feeding, etc.
- Required IT equipment and software
- Packaging concept, from Supplier to BBAC (including return of empties)
- Transport concept

BBAC and Suppliers will sign the final JIS template as JIS agreement.

5.4.5.2. 应急物流方案

供应商需确保在出现紧急状态时有相应的物流应急预案, 包括但不限于如下:

- 配备备用卡车以保证在卡车运输出现问题时的及时响应
- 场内叉车/拖车等出现故障时有能力第一时间维修或换备用设备
- 总装车间内人员出现流失时第一时间补充并确保配线工作



对于应急方案, 供应商的反应时间需要满足排序窗口时间的需求来确保交付, 对于每个应急方案, 供应商需要有对口的联系人来确保马上响应, 每年供应商需要重新检查各自的应急方案的可行性并且反馈给北京奔驰。

Logistics emergency concept

Supplier shall have the logistics emergency plan when emergency case happens, including but not limited to the following.

- Supplier shall make prompt responses if any problems happened during trucking, including but not limited to repairing the truck immediately, using the spare truck, taking the alternative route, etc.
- Supplier shall make prompt responses in case of any malfunction of equipment, such as forklift, tugger, etc., within BBAC plant, including but not limited to urgent equipment repair, employment of spare equipment, etc..
- Supplier shall make sure that the onsite crew assigned to BBAC is present on time and on demand, and ensure the timeliness of logistics operation and the stability of line feeding.

The emergency concept shall ensure that Supplier reaction time can meet each JIS part lead-time requirement to ensure delivery. In each emergency concept, Supplier shall appoint fitted contact person to ensure the prompt response. Supplier shall recheck its emergency plan annually and feedback the result to BBAC.

5.4.6 职责判定

供应商对自己供应的零件质量和排序准确性负全部责任, 供应商有责任将零部件保质保量准时准确地供应到北京奔驰的生产线上指定的工位。北京奔驰生产线工作人员在生产过程中发现产品出现问题, 驻厂服务人员必须先及时维修或者通知供应商迅速补货。

责任判定: 北京奔驰相关部门一起判定责任, 分析其根本原因。供应商制定短期和长期修正措施, 并对其效果进行追踪。如果因为供应商没有履行职责而造成的经济损失, 供应商应予赔偿。

由于供应商没有按照国家相关标准要求执行、没有按规划流程操作、没有遵循北京



奔驰相关要求或对北京奔驰新的需求没有及时响应等造成北京奔驰损失，供应商应于赔偿。

Responsibility and liability

Supplier is fully responsible for parts quality and sequencing accuracy. Supplier is responsible to deliver parts directly to the right location at BBAC (BBAC production line), in defined sequence, within the defined time frame and with 100% quality. When BBAC production workers identify part failure, the in-house representative has to arrange repair or inform Supplier about part replacement timely.

The relevant BBAC departments shall define and analyze the root cause together. Supplier shall define short- and long-term improvement countermeasures and track their effectiveness. In case of any losses and damages to BBAC due to Supplier's failure of performing the obligation hereof, Supplier shall compensate BBAC accordingly.

If Supplier fails to implement the relevant national standards, operate according to the planned process, follow the corresponding requirements of BBAC or respond to BBAC new request and causes damage to BBAC, Supplier shall compensate BBAC accordingly.

5.4.7 需求变更

北京奔驰可能会在新项目或序列化阶段要求变更物流配送模式，包括但不限于排序件和非排序件的切换，多供应商混合排序需求，供应商承运方式变更(由供应商供货配线改为北京奔驰收货配线)等，供应商需完全支持北京奔驰的需求变更，如因不支持而导致北京奔驰蒙受损失，供应商应予承担。

Change of request

BBAC may change the logistics mode during new project or serious project, including but not limited to the switch between JIS and JIT, mix-sequencing by multiple suppliers, change of supplier transportations (from supplier line-feeding mode to BBAC line-feeding mode). Supplier shall support change of request of BBAC fully. If Supplier fails to support BBAC and causes damage to BBAC, Supplier shall compensate BBAC accordingly.

6. 库房件供货模式(KON)

Conventional warehouse procedure (KON)

6.1 北京奔驰库房件供货模式

BBAC conventional warehouse procedure



如果生产数量与北京奔驰需求送货量不一致, 或由于每日按产量送货不经济, 则采用库房件供货模式。

The conventional warehouse procedure is applied as a form of delivery if the production quantity deviates from BBAC's daily requirement or if daily delivery is not economical.

6.2 库房件供货模式的类型

Types of conventional warehouse procedure

供应商必须按照北京奔驰的要求及北京奔驰指定的运输计划人的提货计划交付货物。根据不同的运输条款, 供应商可以自己组织运输或使用北京奔驰指定运输服务提供商。

运输过程可以采用直送或多段运输:

直送且库房设置在北京奔驰是优先选择(见下图)

Supplier shall deliver according to the delivery schedule of BBAC and pick-up plan from transportation planning service providers appointed by BBAC. Supplier either utilizes its own transport capacities or the service of BBAC appointed transportation service provider depending on defined Incoterm.

The delivery process can be carried out in one stage or in multiple stages.

A single-stage warehousing on BBAC's end is preferred (see figure below).



图示: 直送模式

Figure: Single-stage KON

为满足直送模式要求, 供应商需在其生产地设置一个足够面积的库房, 库房能力设置需要与北京奔驰合作, 并考虑到运输频次。



To fulfill the single-stage warehouse requirement, an adequately sized delivery storage capability shall be provided by the contractor at its production location. The delivery storage capability shall be coordinated with the client taking into account the frequency of deliveries.



图示: 多段运输

Figure: Multistage KON

如需要多段运输，外库需要得到北京奔驰物流及采购基于供应商提交的成本及流程信息的确认

In case of multistage warehouse procedure, a confirmation for the external warehouse from BBAC Logistics and Purchasing is required based on cost and process information provided by the supplier.

7. 直供件供货模式 (JIT - Just In Time)

Just-In-Time Processing (JIT)

7.1 JIT 的定义

北京奔驰 JIT 直供件供货流程指不经过库房存储环节，从供应商直送到北京奔驰的交货方式(零件为一种或少量变量)。JIT 直供件供货模式下零件一天经常配送多次。

Definition of JIT

This process describes the single-or-few-variety, direct delivery from Supplier to BBAC's plant without utilizing any storage facilities. The delivery usually takes place several times in a day.

7.2 库存缓冲区

北京奔驰将在生产厂房内为每个 JIT 供应商提供一定面积的库存缓冲区。库存缓冲区的面积由北京奔驰根据叫件的数量和发货频次决定。



Buffer space

BBAC will provide a certain buffer area for each JIT supplier in the production building. The size of the buffer area will be defined by BBAC depending on the call off quantity and delivery frequency.

7.3 JIT 运输

供应商必须按照北京奔驰的要求保质保量准时准确地交付货物。供应商可以自己组织运输或使用北京奔驰指定运输服务供应商。

Transportation method

The Supplier will deliver according to the Delivery Schedule of BBAC in the right quantity, time and quality. The Supplier can either use his own transport or the service of BBAC appointed transportation service provider depending on the applied incoterm.

7.4 厂内入厂运输

为了与生产线之间实现平滑的物料流，当运输条款适用于 DAP 条款时，供应商需提交详细的运输路线计划，并且需要得到北京奔驰的批准。

Inbound traffic in plant

In order to have a smooth material flow to and from the production line, in case of DAP, a detailed material flow plan needs to be submitted by Supplier and approved by BBAC.

8. 与北京奔驰的电子数据交换(EDI)

Communication with BBAC via Electronic Data Interchange (EDI)

8.1 EDI 数据传输

全球汽车工业的一个重要目标是保证信息传输的持续性，准确性和时效性，以优化供货信息的传输。因此，与北京奔驰之间的 EDI 信息沟通应符合已开发的信息传输标准及规格。北京奔驰为 KON/JIT 供应商提供了 Web EDI 平台。该等供应商能够登陆 Web EDI 传输数据。作为选择，也可以使用传统 EDI。如有需要，可联络北京奔驰物流部门和 IT 部门。



JIS 供应商必须使用传统 EDI。

KON/JIT 供应商通常应使用 Web EDI 维护 KON/JIT 零件的发运通知/运单。

为了实现与北京奔驰的 EDI 信息交流，供应商必须满足 EDI 信息传输所需的前提条件，供应商应按照 BBAC 的 EDI 操作流程执行。为确保物流流程顺利进行，应保证发运的货物与 EDI 信息发货单据的内容完全一致。因此，供应商应确保所有相关 EDI 数据信息在传输和接收过程中的完整性，准确性和时效性。

Communication via EDI

To ensure a continuous, error-free and real-time flow of information, optimization of the exchange of data required in connection with the delivery process is an important objective for the global automotive industry. Accordingly, EDI-messages in accordance with the message standards which have been developed are transmitted in order to communicate with BBAC. BBAC has created a Web EDI platform for KON/JIT suppliers. These suppliers can log-in the Web EDI for data transmission. KON/JIT suppliers may also use classic EDI alternatively. In this case the suppliers can contact BBAC Logistics and IT departments.

JIS suppliers have to adopt classic EDI.

KON/JIT suppliers shall adopt Web EDI to maintain KON/JIT delivery note usually.

In view of this, Supplier has to fulfill the requirements for communication with BBAC via EDI. In order to ensure the smooth progress of Logistics process, Supplier should confirm delivery material and EDI delivery note exactly the same. In this regard, Supplier ensures that all of the necessary data and information are transmitted in full, in good time and without errors in the EDI-transmissions.

8.2 Classic EDI 的要求

传统 EDI 用于 BBAC 与一级供应商进行生产系统之间的信息传输。供应商必须执行一个标准的传统 EDI 软件包。每一个供应商负责自己的传统 EDI 解决方案。供应商对 Classic EDI 的方案必须事先得到北京奔驰的批准。

供应商必须按照北京奔驰的 EDI 详细说明建立 EDI 系统，确保所有必要的数据和信息完整，及时准确地发送数据。



Requirements for classic-EDI

Classic EDI is used to transmit information between production systems from BBAC to tier-1 suppliers. Suppliers are required to implement a standard Classic EDI Software Package. Every supplier is responsible for the Classic EDI solution by its own. The solution of Classic EDI by Supplier must be approved by BBAC before installation.

Supplier has to develop his EDI system according to BBAC EDI specifications to ensure that all of the necessary data and information are transmitted completely, in time and without errors in the EDI-transmissions.

8.3 Web EDI 的要求

供应商需要网络连接使用 Web EDI。

供应商必须在 Web EDI 系统中维护主数据 (例如包装信息)。

北京奔驰为非 JIS 供应商提供 Web EDI 解决方案。这个解决方案是一个基于互联网的应用程序，用于检索，打印或下载交货时间表。

Requirements for Web EDI

The supplier needs internet access for using Web EDI.

Supplier has to maintain master data (e.g. package information) in Web EDI system.

BBAC provides Web EDI solution to non-JIS suppliers. This solution is an internet-based application, which is used to retrieve, print or download the Delivery Schedules.

8.4 Web EDI 人员培训

北京奔驰负责对供应商 Web EDI 操作人员进行初次培训并提供 Web EDI 手册。供应商负责对以后的操作人员认证进行培训。北京奔驰将检查供应商操作人员的能力资格。

Web EDI Training

BBAC will supply initial Web EDI training and Web EDI handbook to Supplier. Supplier is responsible for further training of qualified operators in the future. BBAC will check the qualification of Supplier's EDI operators.