

## LETTER OF INTENT

### 意向书

This Letter of Intent (“LOI”) is entered into by and between the following parties in *[insert the place of execution]* on *[insert the date of the execution]*:

本意向书 (“意向书”) 由以下各方于 *[填写签署日期]* 在 *[填写签署地点]* 签订：

*[insert the name of the IAC purchaser]*, a limited liability company duly organized and validly existing under the laws of *[the People’s Republic of China (the “PRC”)] [India][U.S.A.]*, with its legal address at *[insert the registered address of the IAC purchaser entity]* (“IAC”);

*[填写IAC买方的名称]*，一家根据 *[中华人民共和国 (“中国”)] [印度][美国]* 法律适当组建并有效存续的有限责任公司，其法定地址位于 *[填写IAC买方实体的注册地址]* (“IAC”)；

and

以及

*[insert the name of the seller]*, a company duly organized and validly existing under the laws of the PRC, with its legal address at *[insert the registered address of the seller]* (the “Seller”; together with IAC the “Parties” and, individually, a “Party”).

*[填入卖方名称]*，一家根据中国法律适当组建并有效存续的公司，其法定地址位于 *[填入卖方的注册地址]* (“卖方”，与IAC合称为“双方”，分别称为“一方”)。

Whereas, Seller desires to serve as a lead supplier of IAC for *[Insert project and automotive part information]* which is proposed to be launched in the year of *[insert the year]* (the “Project”); and IAC is pleased to issue this LOI to express its intent to select Seller as a lead supplier for the Project;

鉴于，卖方希望担任IAC计划在 *[填写年份]* 启动的 *[填写项目和汽车零部件信息]* (“该项目”) 的首要供应商；且买方愿意签发本意向书以表明其选择卖方作为该项目首要供应商的意愿；

NOW, THEREFORE, after friendly consultation, the Parties agree to record their intents as follows:

因此，经友好协商，双方同意将其意向记录如下：

#### 1. Intended Purchase and Sale of the Automotive Parts

##### 拟进行之汽车零部件的购买和出售

IAC intends to purchase from Seller, and Seller intends to sell to IAC, *[please insert the name of the Automotive Parts to be sourced]* (the “Automotive Parts”) meeting the requirements and specifications set forth in Annex 1 attached to this LOI (the “Technical Requirements”) pursuant to the terms and conditions of a definitive sale and purchase agreement and/or purchase order to be negotiated and executed by the Parties in consideration of the terms and conditions set forth below (the “Agreement”).

IAC拟向卖方购买，且卖方拟向IAC出售符合本意向书所附附件一所规定的要求和规格(“技术要求”)的[请填入将采购的汽车零部件名称] (“汽车零件”)，该等购买和销售将依据双方拟在本意向书之条款和条件的基础上谈判和签署的最终销售和采购协议和/或购买订单的条款和条件 (“协议”) 进行。

The Agreement will incorporate the [IACNC Purchase Order Terms and Conditions, including the Supplemental Tooling and Equipment Terms in respect of the tooling in connection with the Automotive Parts] (the “IACNC Purchase Order Terms and Conditions”), which, constituting an integral part of the Agreement, can be found at [www.IACgroup.com] and the current version of which will be attached to the Agreement.

协议将包括[IACNC采购订单条款和条件，就与汽车零部件相关的工装而言，包括工装和设备补充条款] (“IACNC采购订单条款和条件”)，该等条款和条件构成协议不可分割的一部分，可于[www.IACgroup.com]处获得，其现行文本将作为附件附于协议。

**2. Price  
价格**

2.1 The price of the Automotive Parts (“Price”) shall be as follows

汽车零部件的价格 (“价格”) 如下：

No.	Description (描述)	Piece Price (单价)	Terms of Delivery (交付期限)	Destination (目的地)	Tooling Cost (工装成本)	ED&D Cost (工程设计与开发成本)	Remarks (备注)	Total Price (总价)
		[DDP/DDU] terms [ <i>Please insert destination</i> ] RMB[• ] (INCOTERMS 2000)						
		[DDP/DDU] terms [ <i>Please insert destination</i> ] RMB[• ] (INCOTERMS 2000)						

**[Note: Please confirm if you would like to refer to INCOTERMS 2000 to identify the price terms. ]**

Note:

(1) The above Price shall be exclusive of any applicable value-added tax.

上述价格不含任何适用的增值税。

2.2 Both Parties acknowledges and agrees that the Tooling Cost and ED&D Cost as set out in Section 2.1 hereof shall have included all costs for the tooling and engineering design and development of the Automotive Parts, and that IAC is not obligated to make any compensations to Seller in respect of any additional tooling cost and ED&D cost. However, if the actual costs incurred by Seller due to the tooling and engineering design and development of the Automotive Parts are less than those provided in Section 2.1 hereof, Seller shall refund the difference to IAC.

双方认可并同意，本意向书第 2.1 款约定的工装成本和工程设计与开发成本应已经包括汽车零部件的工装和工程设计和开发的所有成本，IAC 无义务就任何额外的工装和工程设计和开发成本向卖方支付补偿。但是，如果卖方因汽车零部件的工装和工程设计和开发实际发生的成本少于本意向书第 2.1 款约定的金额，则卖方应向 IAC 返还其差额部分。

2.3 Long term agreement

Seller agrees to share with IAC the benefit from its respective achievements in terms of cost reduction. Seller agrees that, [three (3)] months prior to each anniversary of the effective date of the Agreement, it shall consult with IAC in respect of the reduction of the Piece Price of the Automotive Parts, and further agrees that the reduction shall not be less than [3%] of the Piece Price of the Automotive Parts applicable at then, unless otherwise agreed upon by both Parties in writing.

卖方同意与 IAC 共享因其在缩减成本方面的成就所获得的利益。卖方同意，在协议生效之日的每个周年届满之日前[三(3)]个月前，将就来年汽车零部件单价的降低与 IAC 进行协商，并进一步同意该等降价将不低于当时适用的汽车零部件单价的[3 %]，但双方另有书面约定的除外。

2.4 Amortization of Tooling Cost and ED&D Cost

工装成本和工程设计与开发成本的摊销

[• ]% of the Tooling Cost and ED&D Cost listed in Section 2.1 above, namely [• ], shall be amortized by [• ] pcs of the Automotive Parts or in [• ] years as from the delivery of the Automotive Parts to IAC; and the remaining shall be paid by IAC to Seller in a lump sum after [PPAP]. For avoidance of doubt, the Parties agree on the below Piece Price of the Automotive Parts including the amortization.

上述第 2.1 条列明的工装成本以及工程设计与开发成本的[● ]%将在汽车零部件交付给 IAC 之后，在\_\_\_件汽车零部件中或\_\_\_年内进行摊销；剩余部分在[PPAP]之后由 IAC 一次性支付给卖方。为避免疑问，双方同意以下包含摊销的汽车零部件单价。

No.	Description (描述)	Piece price without Amortization (无摊销单价)	Piece price with Amortization (摊销后单价)

### 3. Payment Terms

3.1 IAC shall pay Seller the price of the Automotive Parts delivered under the Agreement [*calculated based on the Piece Price with Amortization as defined in Section 2.4*] above shall be made by T/T within certain term as from IAC’s receipt of the invoice of the Price from Seller after the shipment of the Automotive Parts by Seller. If Seller is included in IAC’s Central Payables System, the payment terms set in the Central Payables System shall apply. If Seller is not included in the Central Payables System, payment terms are D65. D65 means that invoices received through the fifteenth day of a given month will be paid on the fifth day of the second month following.

在卖方将汽车零部件发运后，自 IAC 从卖方处收到价格的发票后的一定期间内，IAC 将通过电汇向卖方支付[根据上述第 2.4 条规定的摊销后单价计算的在协议项下交付的汽车零部件的价格]。如果卖方被列入买方的中央支付系统，支付条款即规定在该系统里。如果卖方没有被列入买方的中央支付系统，则适用 D65 支付条款，即对于在规定月份第十五日之前收到的发票，付款日期为该月份结束之后第二个月的第五日。

3.2 If a payment date falls on a non-business day, payment will occur on the following business day. 如果付款日期为非营业日，付款日期顺延到下一个营业日。

3.3 Notwithstanding the particular payment terms applicable to the Agreement, in no event will Seller have a right to payment for any tooling in connection with the Automotive Parts before IAC is paid by its Customer for such tooling.

无论适用于协议的特定支付条款如何规定，就与汽车零部件相关的工装而言，在 IAC 收到其客户对该工装的付款以前，卖方无权要求买方就该工装付款。

### 4. Delivery of the Automotive Parts 汽车零部件的交付

4.1 Seller shall, within the Term of Delivery provided in Section 2.1 hereof or by such other date as agreed upon by the Parties in the Agreement, deliver the Automotive Parts to IAC at the Destination set out in Section 2.1 hereof (“Destination”) at the costs of Seller.

卖方应自行承担费用，于本意向书第 2.1 条约定的交付期限内或于双方在协议中一致同意的其他日期或之前，在第 2.1 款约定的目的地(“目的地”)将汽车零部件交付给IAC。

- 4.2 Before the delivery of the Automotive Parts to IAC as provided in Section 4.1 hereof, Seller shall carry out activities in respect of the delivery of the Automotive Parts, in accordance with the timeline as follows:

在根据本意向书第 4.1 条向 IAC 交付汽车零部件之前，卖方应就汽车零部件的交付根据如下时间表采取如下行动：

Gateways	Qty	MRD
Prototype sample	TBD	- xx.xx.xxxx
OTS sample	TBD	- xx.xx.xxxx
Appearance sample	TBD	- xx.xx.xxxx
PPAP Submission	TBD	- xx.xx.xxxx
SOP		- xx.xx.xxxx

- 4.3 Seller shall prepare and submit to IAC, within [• ] days of the execution of this LOI, a plan for the [development of the Project][design, development and manufacture of the Automotive Parts] (“**Project Plan**”), and keep IAC regularly posted on all milestones in its development of the Automotive Parts and the Project as required by IAC in the Project Plan. Upon IAC’s request from time to time during the period from the date of execution of this LOI to the date on which the Automotive Parts is successfully put into operation, Seller shall forthwith provide IAC with information about the time and costs of the design, development, manufacture, testing, shipment, delivery, trial operation and commencement of mass production operation of the Automotive Parts.

卖方应准备并应在签署本意向书后[• ]日内向IAC提交[该项目的开发计划][汽车零部件的设计、开发和生产计划](“**项目计划**”)，并根据IAC在项目计划中的要求，定期就汽车零部件和该项目的开发的重大进展向IAC报告。在本意向书签署之日起至汽车零部件成功投入量产之日的期间内，经IAC要求，卖方应立即向IAC提供关于汽车零部件的设计、开发、生产、测试、运输、交付、试运行和开始量产的时间和成本的信息。

- 4.4 During the period as from the concept design of the Automotive Parts and as of the interface data finalization, Seller shall carry out design and development of the Automotive Parts and shall procure its design engineers regularly consult with IAC to keep IAC instantly informed of the progress and outcome of the design and development.

从汽车零部件的概念设计至[interface data finalization]期间，卖方应进行汽车零部件的设计与开发，并应促使其设计工程师定期与 IAC 进行磋商以使 IAC 即时了解该等设计与开发的进展与成果。

IAC and Seller shall jointly do system level DFMEA’s and conduct joint review of the same. If any change in design is required during the course of design and development of the Automotive Parts, both Parties shall consult with each other to decide the plan of change..

IAC 和卖方应共同进行[系统级的 DFMEA's]，并且应共同审阅[DFMEA's]。如果在汽车零部件的设计与开发过程中需要对设计进行变更，双方应相互协商确定变更方案。

Seller shall, according to the timeline provided in the Project Plan, deliver to IAC samples of the Automotive Parts that fully satisfy the Technical Requirements. If Seller fails to deliver the samples as required in this Section 4.4, it shall indemnify IAC against any and all losses suffered by IAC therefrom, including without limitation the losses incurred due to any claims of any customer of IAC against IAC caused directly or indirectly by Seller's failure to deliver the samples timely..

卖方应根据项目计划所规定的时间表，向 IAC 交付符合技术要求的汽车零部件的样件。如果卖方未根据本第 4.4 条的要求交付样件，其应当赔偿 IAC 因此遭受的任何以及所有损失，包括但不限于由于卖方未及时交付样件所直接或间接导致的 IAC 的客户向 IAC 提出任何权利主张而导致的 IAC 的损失。

## 5. Warranty 保证

Seller warrants that the Automotive Parts delivered to IAC (i) will be made of best and brand new materials and workmanship; (ii) is free from any defects in engineering, design, workmanship, and material used in the Automotive Parts; (iii) will satisfy all applicable regulations, rules and standards in respect of safety; and (iv) will conform to the Technical Requirements and be suitable for the intended purposes.

卖方保证，其交付给 IAC 的汽车零部件(i)将会以最佳的和全新的材料及工艺制成；(ii)在汽车零部件中使用的工程、设计、工艺和材料不存在任何缺陷；(iii)工装将符合所有适用的有关安全方面的规定、规范和标准；并且(iv)工装将符合技术要求，并适用于所拟之用途。

After termination of the current model production of the vehicle using the Automotive Parts, Seller shall sell to IAC Automotive Parts necessary for IAC to fulfill IAC's and its customers' service and replacement parts requirements for past model years at the prices then specified in the last order for current model production plus any actual net cost differential for required unique packaging for the first five (5) years of past model service. For the following ten (10) years of past model service or such longer period as IAC's customer requires service parts, the prices shall be as specified in the last order for current model production plus any actual net cost differential for required unique packaging, plus any actual net cost differential for manufacturing costs as mutually agreed between IAC and Seller.

当前的使用汽车零部件的相关车型停止生产后，在为以往车型提供服务的头五（5）年内，卖方应向IAC出售IAC为满足以往型年IAC及其客户的服务和备件需求所需的产品，价格按当前车型生产的最后一单订单的价格，加上所需单独包装产生的实际净价差。在之后为以往车型提供服务的十（10）年内或IAC客户要求提供备件的更长期限内，价格按当前

车型生产最后一单订单的价格，加上所需单独包装产生的实际净价差，再加上IAC和卖方相互同意的任何生产成本的净价差。

All warranties will be effective for the longer of (i) the period provided by applicable law, or (ii) the warranty period provided by IAC to its customer; provided, however, in the event that IAC or its customer voluntarily or pursuant to a government mandate, makes an offer to owners of vehicles (or other finished products) on which the Automotive Parts, or any parts, components or systems incorporating the Automotive Parts, are installed to provide remedial action to address a defect or condition that relates to motor vehicle safety or the failure of the vehicle to comply with any applicable law, safety standard or guideline, whether in connection with a recall campaign or other customer satisfaction or corrective service action (a “**Remedial Action**”), the warranty shall continue for such time period as may be dictated by IAC's customer or the government where the Automotive Parts are used or provided and Seller shall fully comply with the requirements under Section 12 of IACNC Purchase Order Terms and Conditions.

所有保证的有效期限为下述两者中较长者：（1）适用法律规定的期限，或（2）IAC向其客户提供的保证期。但是，如果IAC或其客户主动或者按照政府部门要求向安装了汽车零部件、或安装了包含汽车零部件的任何零件、部件或系统的汽车（或其他成品）的拥有人提出，对出现涉及汽车安全、或致使汽车未能符合任何适用法律、安全标准或指南的缺陷或情况采取补救措施，无论是产品召回或其他消费者服务或纠正服务措施（“**补救措施**”），在此情况下，汽车零部件的质保期应延续到IAC客户或汽车零部件使用或供应地的政府部门要求的该等期限，而且卖方应完全遵守IACNC采购订单条款和条件12条的规定。

Seller warrants that it will be responsible for a life-long supply of spare parts required for the Automotive Parts.

卖方保证其将负责终身提供汽车零部件所需的备件。

6. **[Training]**  
**[培训]**

[insert requirements for training, if applicable. /填入培训要求，若适用。]

7. **Good Faith Efforts**  
**善意努力**

The Parties agree to negotiate in good faith and use their best efforts to enter into the Agreement on or before [insert the intended deadline for both parties to sign the Agreement].

双方同意善意地协商并尽其最大努力于[填入双方签署协议的预期最后期限]或之前签订协议。

**8. Confidentiality**

**保密**

The Parties confirm to abide by the non-disclosure agreement entered into by the Parties.

双方确认遵守双方签订的保密协议。

**9. Effectiveness**

**效力**

This LOI shall come into effect and be legally binding on both Parties upon execution hereof by the duly authorized representatives of the Parties. The terms of this LOI shall be incorporated into the Agreement. If there is any conflict between the provisions of this LOI and the terms of the Agreement, the terms of the Agreement shall prevail.

本意向书经双方适当授权的代表签署后生效并对双方具有法律约束力。本意向书的条款应被包括于协议中。如果本意向书的约定与协议的条款有任何冲突，应以协议的条款为准。

Notwithstanding anything herein to the contrary, IAC shall have the right to terminate this LOI or terminate the negotiations of the Agreement or any matter regarding the sale and purchase of the Automotive Parts at any time prior to the execution and delivery of the Agreement with no liability or obligation whatsoever to Seller.

无论本意向书是否另有相反约定，IAC 有权在协议的签署和交付前的任何时间自由选择终止本意向书或终止就协议或有关汽车零部件出售和采购的任何事项的谈判，而无需向卖方承担任何形式的责任或义务。

**10. No Partnership Formed by this LOI**

**本意向书不构成合伙**

This LOI does not establish a joint venture, partnership or any other type of business entity between the Parties, and in no event shall either Party represent to any other persons or entities that a joint venture, partnership or other type of business entity has been formed between the Parties.

本意向书不在双方之间设立任何合资或合作企业、合伙或任何其他形式的商业实体，并且在任何情况下，任何一方均不得向任何其他人士或实体表明已在双方之间设立了合资或合作企业、合伙或其他形式的商业实体。

**11. Governing Law and Dispute Resolution**

**适用法律和争议解决**

This LOI shall be governed by and construed in accordance with the laws of the PRC.

本意向书应由中国法律管辖并依其解释。

**[Note: If both of the parties are PRC entities, then CIETAC arbitration should apply. If one party is a PRC entity and the other is a foreign entity, Hong Kong arbitration can be chosen.]**

**[Optional arbitration clause (applicable if CIETAC arbitration is chosen)** Any dispute arising from or in connection with any of the terms of this LOI shall be settled by the Parties through amicable discussions within thirty (30) days of the date of the notice of dispute issued by either Party. In case no settlement is reached through such amicable discussions, the dispute shall be submitted to the Shanghai Sub-commission of the China International Economic and Trade Arbitration Commission (“CIETAC”) for final and binding arbitration in Shanghai by an arbitration tribunal in accordance with the then effective arbitration rules of CIETAC. The arbitration tribunal shall consist of three (3) arbitrators. Each Party shall appoint one (1) arbitrator. If either Party fails to appoint its arbitrator within twenty (20) days of its receipt of the written notice of arbitration from CIETAC, such appointment shall be made by CIETAC. The third arbitrator shall be appointed by the Chairman of CIETAC and will serve as the presiding arbitrator. The arbitration shall be conducted in Chinese and English languages and the arbitration award shall be issued also in both Chinese and English languages.

**仲裁选择条款 (若采用CIETAC仲裁, 则适用本条款)**:因本意向书的任何条款产生的或与之相关的任何争议应由双方通过友好协商解决。若在任何一方发出争议通知之日起的三十 (30) 天内无法通过该等友好协商解决争议, 则争议应提交中国国际经济贸易仲裁委员会上海分会 (“贸仲”), 由一仲裁庭按照贸仲届时有效的仲裁规则在上海进行终局并有约束力的仲裁。仲裁庭由三 (3) 名仲裁员组成。每一方应指定一 (1) 名仲裁员。若任何一方在其收到贸仲的书面仲裁通知后的二十 (20) 天内未指定其仲裁员, 则该等指定应由贸仲作出。第三名仲裁员应由贸仲的主席指定并将担任首席仲裁员。仲裁应以中、英文进行并且仲裁裁决应以中、英文作出。]

**[Optional arbitration clause (applicable if HKIAC arbitration is chosen)**: Any dispute arising from or in connection with any of the terms of this LOI shall be settled by the Parties through amicable discussions. In case no settlement is reached through such amicable discussions within thirty (30) days of the date of the notice of dispute issued by either Party, the dispute shall be settled by final arbitration binding upon both Parties in the Hong Kong Special Administrative Region at the Hong Kong International Arbitration Center (“HKIAC”) by an arbitration tribunal in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (the “UNCITRAL Arbitration Rules”). The arbitration tribunal shall consist of three (3) arbitrators. Each Party shall appoint one (1) arbitrator. If either Party fails to appoint its arbitrator within thirty (30) days of its receipt of the written notice of request for arbitration by the other Party, such appointment shall be made by the HKIAC. The third arbitrator shall be appointed by HKIAC and will serve as the presiding arbitrator. The arbitration shall be conducted in the English language and the arbitration award shall be issued also in English.

**仲裁选择条款 (若采用香港国际仲裁中心仲裁, 则适用本条款)**:因本意向书的任何条款产生的或与之相关的任何争议应由双方通过友好协商解决。若在任何一方发出争议通知之日起的三十 (30) 天内无法通过该等友好协商解决, 则该等争议应在设于香港特别行政区的香港国际仲裁中心 (“香港国际仲裁中心”) 由一仲裁庭按照联合国国际贸易法委员会

的仲裁规则（“UNCITRAL仲裁规则”）进行终局并对双方具有约束力的仲裁。仲裁庭由三（3）名仲裁员组成。每一方应指定一（1）名仲裁员。若任何一方未能在收到另一方要求仲裁的书面通知后的三十（30）天内指定一名仲裁员，则该等指定应由香港国际仲裁中心作出。第三名仲裁员应由香港国际仲裁中心指定并担任首席仲裁员。仲裁应以英文进行并且仲裁裁决应以英文作出。]

**12. Language**  
**语言**

This LOI is executed in English and Chinese languages. Both language versions are equally valid. In case of any discrepancy between the English and Chinese versions, the English version shall prevail.

本意向书以中、英文签署。两种语言文本具有同等效力。若中、英文文本中存在任何不一致，则应以英文文本为准。

[Signature Page Follows]

[下接签字页]

IN WITNESS WHEREOF, the Parties have caused this LOI to be executed in two (2) originals in both Chinese and English languages by their representatives, duly authorized hereunto, on *[insert the execution date]*, 2008 in *[insert the place of execution]*.

兹此为证，双方已授权各自的代表在*[填入签署日期]*于*[填入签署地点]*签署两（2）份的中英文版本的意向书原件。

[IAC \_\_\_\_\_]

By(签署): \_\_\_\_\_

Name ( 姓名 ) : [• ]

Title(职务): [• ]

*[insert Seller's name]*

By: \_\_\_\_\_

Name ( 姓名 ) : [• ]

Title(职务): [• ]

(Company Seal)