

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 tooling 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*[填写项目和工装信息]* (“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 Tooling** **拟进行之工装的购买和出售**

IAC intends to purchase from Seller, and Seller intends to sell to IAC, *[tooling description]* (the “Tooling”) 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[模具描述] (“模具”)，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 [International Automotive Components Group North America, Inc. Purchase Order Terms and Conditions (including the Supplemental Tooling and Equipment Terms)] (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 (包括工装和设备补充条款)] (“ IACNA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 Tooling (“Price”) shall be as follows
工装的价格 (“价格”) 如下：

| No. | Description (描述) | Tooling Unit Price (工装单价) | Terms of Delivery (交付期限) | Destination (目的地) | ED&D Cost (工程设计与开发成本) | Remarks (备注) | Price (总价) |
|-----|---------------------|---|-----------------------------|----------------------|--------------------------|-----------------|---------------|
| | | [DDP/DDU] terms [Please insert destination] RMB[•] (INCOTERMS 2000) | | | | | |
| | | [DDP/DDU] terms [Please insert destination] 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 ED&D Cost as set out in Section 2.1 hereof shall have included all costs for the engineering design and development of the Tooling, and that IAC is not obligated to make any compensations to Seller in respect of any additional ED&D Cost. However, if the actual costs incurred by Seller due to the engineering design and development of the Tooling are less than that provided in Section 2.1 above, Seller shall refund the difference to IAC.

双方认可并同意，本意向书第 2.1 条约定的工程设计与开发成本应已经包括工装的工程设计和开发的所有成本，IAC 无义务就任何额外的工程设计和开发成本向卖方支付任何补偿。但是，如果卖方因工装的工程设计和开发实际发生的成本少于本意向书第 2.1 条约定的金额，则卖方应向 IAC 返还其差额部分。

3. Payment Terms

付款条件

3.1 IAC will pay Seller 40% of the Price by T/T within seven (7) working days of the date on which the Agreement comes into effect after receipt from Seller of an invoice for such portion of the Price¹ and an irrevocable letter of guarantee issued by the Seller's bank in favor of the Purchaser covering [\bullet] % of the Price as security for the Seller's performance of its obligations under the Agreement.]²

在 IAC 从卖方处收到该部分价格的发票以及卖方银行出具的以买方为受益人的相当于价格的 [\bullet] % 的用于担保卖方履行其在本协议项下义务的不可撤销的保函后，IAC 将自协议生效之日起的七(7)个工作日内通过电汇支付向卖方支付价格的 40%。

3.2 IAC will pay Seller 30% of the Price by T/T within fifteen (15) working days of the date on which Seller receives a written notice from IAC to confirm that the Tooling has successfully passed the [*first trial for production tooling*] at [*Seller's facilities*] after receipt of an invoice for such portion of the Price from Seller.

在 IAC 从卖方处收到该部分价格的发票后，自卖方收到 IAC 发出的关于工装成功通过在 [*卖方场地*] 进行的 [*第一次工装生产试运行*] 之日起的十五(15)个工作日内，IAC 将通过电汇向卖方支付价格的 30%。

3.3 IAC will pay Seller 30% of the Price by T/T within [*seven (7)*] working days of the date on which

¹ Seller is likely to require an advance payment. Please consider if you want provided such advance payment in this LOI in light of your current discussions with the Seller. Of course, if possible, we should try to avoid making any payment of the Price before receiving the Equipment.

² If Seller requires advance payment of the Price, we propose to request such a performance bond from the Seller.

IAC receives the written notice of Seller on the shipment of the Tooling to the Destination as provided in Section 2.1 hereof (“Destination”) as well as the originals of the shipment documents, including *[list the shipment documents evidencing the shipment of the Tooling to the Destination, which Seller will be required to provide to IAC before IAC make the payment.]*, after the issuance of a written letter by IAC to Seller to confirm that the Tooling passes the inspection before delivery at Seller’s facilities and IAC’s receipt of an invoice for such portion of the Price from Seller.

在IAC向卖方签发书面函件确认工装通过在卖方场地进行的发运前验收，且IAC从卖方处收到该部分价格的发票后，在收到卖方发出的工装已经向本协议第 2.1 款约定的目的地（“目的地”）发运的书面通知以及运输单据原件，包括*[列明需要卖方在IAC付款之前向IAC提供的用于证明工装向目的地运输的单据]*之日起的[七(7)]个工作日内，IAC将通过电汇向卖方支付价格的 30%。

4. Delivery of the Tooling
工装的交付

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 Tooling to IAC at the 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，在目的地将工装交付给 IAC。

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

在根据本意向书第 4.1 款向 IAC 交付工装之前，卖方应就工装之交付根据如下时间表采取如下行动：

| Gateways | Qty | MRD |
|---|-----|--------------|
| Design review 设计审查 | | - XX.XX.XXXX |
| Mold flow review 模流分析 | | - XX.XX.XXXX |
| 1st Trial out (Sample and report) 第一次试运行 (样品与报告) | TBD | - XX.XX.XXXX |
| 2nd Trial out (Sample and report) 第二次试运行 (样品与报告) | TBD | - XX.XX.XXXX |
| (Full dimension report of tooling) (模具全尺寸报告) | TBD | - XX.XX.XXXX |
| Appearance sample 外观样品 | TBD | - XX.XX.XXXX |

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 Tooling], and keep IAC regularly posted on all milestones in its development of the Tooling and the Project as required by IAC in the aforesaid 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 Tooling 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 mass production operation of the Tooling.

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][工装的设计、开发和生产计划]，并根据 IAC 在上述计划中的要求，定期就工装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工装成功投入量产之日的期间内，经 IAC 要求，卖方应立即向 IAC 提供关于工装的设计、开发、生产、测试、运输、交付、试运行和量产的时间和成本的信息。

- 4.3 In the event of failure to deliver the Tooling to IAC in accordance with the agreed Term of Delivery as set forth in Section 4.1 above, Seller shall pay liquidated damages to IAC in an amount equal to 0.5% of the Price of the Tooling the delivery of which is delayed for each day of delay until the date on which the Tooling is actually delivered to IAC at the Destination.

如果卖方未按以上第 4.1 款规定的交付时间向 IAC 交付设备，则每延迟一天，卖方应向 IAC 支付相当于被延迟交付的工装的价格的 0.5%的滞纳金，直至工装在目的地实际交付给 IAC 之日为止。

- 4.4 Without prejudice to Section 4.3 above, if the delivery of any of the Tooling is delayed for more than [•] days, IAC will be entitled to terminate the Agreement and claim against Seller for compensation of all of its losses incurred therefrom.

在不影响以上第 4.3 款的前提下，如果任何工装的交付延迟超过[•]天，IAC 将有权终止协议并主张卖方赔偿其由此遭受的全部损失。

5. Warranty 保证

Seller warrants that the Tooling it 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 Tooling; (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 的工装(i)将会以最佳的和全新的材料及工艺制成；(ii)在工装中

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。

Seller further warrants that during a period as from the date on which Seller delivers the Tooling to IAC for mass production and as of the date on which the number of parts produced by the Tooling reaches [• time], Seller will be responsible for debugging, repair and maintenance of the Tooling free of charge to IAC. Seller warrants that it will be responsible for a life-long supply of spare parts required for the Tooling.

卖方进一步保证，自卖方将工装交付给 IAC 投入量产之日起至工装生产的零部件达到[•] 模之日的期间内，卖方将负责工装的故障排除、维修和维护而无需 IAC 承担任何费用。卖方保证其将负责终身提供工装所需的备件。

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 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工装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)