

格拉默  
物流协议  
**Grammer**  
**Logistics Agreement**

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## 1. 原则

### Principle

《物流协议》是格拉默旨在规范供应商物流方面的操作要求和明确供应商权利与义务的具有约束的文件。此协议目的是为了~~提高~~提高物流过程质量，减少物流过程中产生的浪费，同时能够在~~新件~~新件定点结束后向供应商明确格拉默的物流要求，约束供应商的物流行为。一方面使供应商能够更准确地完成物流费用报价，另一方面也为供应商供货时实施物流要求提供基础和保证。供应商应严格遵守此协议，履行格拉默所规定的义务和责任，杜绝所有不符合此协议的现象，从而提高整个物流环节的效率和控制能力。

The Logistics Agreement is a binding document aimed at regulating the operational requirements of supplier logistics and clarifying the rights and obligations of supplier. This Agreement is formulated to improve the quality of logistics process, reduce waste generated during the logistics process, and also clarify the logistics requirements of Grammer to the supplier after new item is designated, and constrain the logistics behaviors of supplier. On the one hand, it enables supplier to more accurately complete logistics cost quotations, and on the other hand, it provides a foundation and guarantee for supplier to implement logistics requirements when supplying goods. The supplier should strictly abide by this Agreement, fulfill the obligations and responsibilities stipulated by Grammer, eliminate all non-compliances, and improve the efficiency and control ability of entire logistics process.

## 2. 项目准备

### Project Preparation

#### 2.1 样件供货要求

##### Sample Supply Requirements

###### 2.1.1 样件供货要求

##### Sample Supply Requirements

- 供应商须按要求及时完成样件交货和产能调查。  
The supplier must complete the sample delivery and capacity investigation in a timely manner as required.
- 供应商须保证按格拉默发布的交货计划，自行将零件按时、按量送往仓库。如物料计划员提出其他特殊要求，供应商应按要求的时间和方式将零件送到指定地点。  
The supplier must ensure that they deliver the parts to the warehouse on time and in quantity according to the delivery schedule released by Grammer. If the material planner requests other special requirements, the supplier should deliver the parts to the designated location in the required time and manner.
- 供应商须积极配合因样件阶段计划调整而造成的紧急交货要求，主动规避和降低风险，须积极配合因供货质量原因造成的零件退回、补缺、补打标签等工作。  
The supplier must actively support urgent delivery requirements caused by adjustments to the sample stage plan, take the initiative to avoid and reduce risks, and actively cooperate with parts returns, deficiencies and labeling due to supply quality.
- 如有样件阶段的供货风险，供应商须第一时间向格拉默物流部门预警，并主动寻找解决措施。  
In case of supply risk in the sample stage, the supplier must immediately alert the Grammer logistics department and actively seek solutions.

## 2.1.2 样件实物流要求

### Physical Flow Requirements for Samples

- 样件包装由供应商自行负责并须确保零件质量。如格拉默对样件包装有明确定义和要求的，例如防锈、间隔加固包装等，供应商有义务按格拉默要求执行。

The sample packaging is included in the responsibility of the supplier who must ensure the quality of the parts. If Grammer has clear definitions and requirements for sample packaging, such as rust prevention, interval reinforcement packaging, the supplier shall be obliged to comply with the requirements of Grammer.

- 供应商须保证交货零件无破损、错漏，如有破损、错漏现象发生，并积极配合零件退回和及时补缺。

The supplier must ensure that the delivered parts are free from damage or errors. If any damage or errors occur, they should actively support the return of parts and timely make up for deficiencies.

- 供应商须按时交付技术状态和履历要求正确的样件零件到格拉默的样件仓库，并在交付零件同时提供送货单和所供零件的质量证明，按要求正确粘贴零件履历标签和送货标签。因遗漏标签而造成仓库标签补打，格拉默有权向供应商提出索赔。

The supplier must deliver samples and parts with correct technical status and resume requirements to the sample warehouse of Grammer on time, and provide delivery notes and quality certificates of the delivered parts while delivering the parts. They must correctly affix part information labels and delivery labels as required. Grammer shall have the right to file a claim with the supplier for warehouse label replacement due to missing labels.

- 供应商交付的零件如有电器版本要求，须保证所交付的零件符合格拉默要求的电器版本，并按要求做好相关标识。

If there are electrical version requirements for the parts delivered by the supplier, they must ensure that the delivered parts are in compliance with the electrical version requirements of Grammer and are properly labeled as required.



## 2.2 批量供货准备要求

### Preparation Requirements for Bulk Supply

#### 2.2.1 供应商信息及联系人

##### Supplier Information and Contact Person

- 为顺利完成供货及其它相关业务, 供应商须邮件提供相关业务负责人及紧急联系人的联系方式。供应商联系人或联系方式一旦变更, 须第一时间通过邮件更新给格拉默。

To successfully complete the supply and other related business, the supplier must provide the contact information of the relevant responsible person of business and emergency contact person via email. In case of any changes to the supplier's contact person or contact information, it must be updated to Grammer via email as soon as possible.

#### 2.2.2 项目起步要求

##### Project Start Requirements

- 供应商须积极主动了解相关项目起步时间节点、需求信息及车型品种信息, 即时了解相关需求产能&需求预测信息, 及早制定原材料、散件的订购、到货计划和生产计划, 提前规划生产设备、工装, 并落实生产能力。

The supplier must actively and proactively understand the starting time nodes, demand information, and vehicle model information of relevant projects, instantly understand the relevant demand capacity and demand prediction information, formulate the ordering, delivery plan and production plan of raw materials and spare parts in advance, plan the production equipment and tooling prematurely, and implement production capacity.

- 供应商须在样件前期即开始配合格拉默发布的项目起步相关的产品产能等调查, 并按格拉默规定的调研回收时间反馈信息。在 SOP (起步生产) 前 6 周起须配合格拉默进行新零件能力复核, 反馈可能影响零件交货的所有问题, 包括但不限于: 新增的技术状态更改、改模修模、设备意外故障等能力、质量、认可问题, 以及散件原材料采购周期和到货推迟、运输、包装未落实等。供应商须及时向格拉默供应部门及物流部门相关负责人通报, 并主动寻找措施规避和降低风险。

The supplier must support the product capacity investigation related to the project launch released by Grammer in the early stage of the samples, and provide feedback information according to the research and recycling time specified by Grammer. Since six (6) weeks before

the SOP (Start of Production), the supplier must cooperate with Grammer to conduct a new part capability review and provide feedback on all issues that may affect part delivery, including but not limited to: new technical status changes, mold modification and repair, unexpected equipment failures and other capability, quality and recognition issues, as well as delays in the procurement cycle and arrival of bulk raw materials, transportation and packaging not being implemented. The supplier must promptly report to the relevant responsible persons of the supply department and logistics department in Grammer, and actively seek measures to avoid and reduce risks.

- 供应商须积极配合格拉默在项目起步时所做的其他形式的调研，如供应商面谈、电话会议等，并保证所提供的信息真实有效。

The supplier must actively support other forms of research conducted by Grammer in the early stages of the project, such as supplier interviews and telephone conferences, and ensure that the information provided is true and effective.

- 供应商须在样件前期即开始对下属的散件供应商做相关项目起步产能调查，督促散件供应商落实措施满足散件需求，如有问题须第一时间反馈给格拉默供应部门及物流部门相关负责人，主动寻找措施规避和降低风险。

The supplier must conduct initial project capacity investigations on their subordinate component supplier in the early stage of sample production, and urge them to take measures to meet their component demand. In case of any problems, they must promptly report to the relevant responsible persons of the supply department and logistics department of Grammer, and actively seek measures to avoid and reduce risks.

- 供应商须积极配合格拉默物流部门在项目起步时为规避和降低供货风险而采取的各项临时措施，配合格拉默物流部门为应对临时措施而实施的供应商调研，及时通报风险，主动采取措施规避和降低风险。

The supplier must actively support the temporary measures taken by the Grammer logistics department at the early stages of the project to avoid and reduce supply risks, support the supplier research implemented by the Grammer logistics department to respond to temporary measures, timely report the risks, and take proactive measures to avoid and reduce risks.

### 2.2.3 包装器具投入要求

#### Requirements for Provision of Packaging Apparatus

- 供应商包装器具提供数量应以格拉默物流规划部门提供的期量标准为核算标准，供应商的提供数量须满足期量供货要求。

The quantity of packaging apparatus provided by the supplier should be subject to the lead time standard provided by the Grammer logistics planning department, and the quantity provided by the supplier must meet the requirements for lead time supply.

- 对于新车型和新零件, 供应商根据项目时间点及预测量提前将所需包装器具投入到新零件生产所在工厂 (至少在新车型 SOP 前 4 周或者新零件批量使用前 4 周)。

For new vehicle models and new parts, the supplier shall provide the required packaging apparatus into the plant where the new parts are produced prematurely based on the project timeline and predicted quantity (at least four (4) weeks before the SOP for new vehicle models or four (4) weeks before the mass use of new parts).

- 对于已生产车型的零件, 供应商须在格拉默提出产能提升的情况下, 提前四周完成料箱的增加制作, 并投入到零件生产所在工厂。

For the parts of the already produced vehicle models, the supplier must manufacture the additional work bins in four (4) weeks prematurely and provide them in the plant where the parts are produced, provided that Grammer proposes a capacity increase.

- 供应商提供的包装器具, 应为未经使用过的包装器具, 如果供应商提供的包装器具为已使用过的包装器具, 格拉默有权拒收并要求供应商重新提供未经使用过的包装器具。

The packaging apparatus provided by the supplier should be unused. If the packaging apparatus provided by the supplier is used, Grammer shall have the right to refuse and also request the supplier to provide the unused packaging apparatus again.

- 供应商中间在制品、待处理零件、报废零件、边角料等所使用的通用料箱, 应由供应商足额提供。

The general work bins used by supplier for work in progress, parts to be processed, scrapped parts, and scraps should be provided in full by the supplier.

- 供应商不得使用格拉默享有所有权的包装器具向其它非格拉默采购方交货。

The supplier is not allowed to use packaging apparatus owned by Grammer for delivery to other non-Grammer purchasers.

- 格拉默对其内部的备量生产等情况, 将准备必要的备用通用料箱资源。

Grammer shall prepare necessary backup general work bin resources for its internal reserve production and other situations.

- 若车型或者零件 EOP (批量生产结束), 供应商处涉及该车型或者零件的包装器具格拉默应返还给供应商, 由供应商进行重复利用。

If vehicle model or part is EOP (mass production is completed), the packaging apparatus related to the vehicle model or part at the location of supplier shall be returned by Grammer to the supplier for reuse.

## 2.2.4 供货方式确认

### Confirmation of Supply Method

定点前供应商应与格拉默物流部门明确供货方案及结算模式。供应商与格拉默相关部门完成新零件定点工作后, 应立即与格拉默物流规划部门联系确定零件包装方案、运输方案、

中转存储、交货地点等相关内容。一旦零件的物流供货方案经双方确认同意，供应商应从零批量起即按此方案严格执行，否则由此所产生的一切后果均由供应商承担。如需更改，供应商应事先与格拉默物流规划部门沟通，获得同意后方可实施更改。

The supplier should clarify the supply plan and settlement mode with the Grammer logistics department before designation. After completing the designated work for new parts with relevant departments of Grammer, the supplier should immediately contact the Grammer logistics planning department to determine the packaging plan, transportation plan, transit storage, delivery location, and other related contents of the parts. Once the logistics supply plan for the parts is confirmed and agreed upon by both parties, the supplier shall strictly implement this plan from zero batch onwards. Otherwise, all consequences arising therefrom shall be borne by the supplier. If changes are required, the supplier should communicate with the Grammer logistics planning department in advance and obtain approval before implementing the changes.

## 2.3 项目进度及项目切换

### Project Progress and Project Switching

#### 2.3.1 项目信息传递

##### Project Information Transmission

供应商须为各车型项目设定专门联系人与格拉默样件物流负责人对口联系。供应商须完全理解格拉默的项目节点和信息，如有任何疑问，须在第一时间同格拉默对应的样件物流项目负责人取得联系并进行确认。

The supplier must set up the dedicated contact persons for each vehicle model project to liaise with the logistics responsible person for the Grammer samples. The supplier must fully understand the project nodes and information of Grammer. In case of any questions, they must contact and confirm with the corresponding sample logistics project leader of Grammer as soon as possible.

#### 2.3.2 项目切换的要求

##### Requirements for Project Switching

- 供应商须了解新项目样件及 SOP 各节点的大致进度时间、生产进度以及样件各节点零件的大致需求，须明确和理解新项目的切换方式（垂直切换、平行生产或两地分段切换

等), 特别针对涉及两地供货的零件, 须明确所有涉及工厂各自的节点进度和相关要求, 项目切换时间以格拉默要求的时间为准。

The supplier must understand the approximate progress time and production progress of the new project samples and SOP nodes, as well as the approximate requirements of the parts at each node of the samples, and also clarify and understand the switching methods of the new project (vertical switching, parallel production, or segmented switching between two locations). Especially for parts that involve supply from two locations, they must clarify the progress and related requirements of all nodes involved in the plant. The project switching time shall be subject to the time required by Grammer.

- 供应商须根据格拉默提供的项目节点准备各阶段所需的零件, 并做好备量以便对项目各阶段紧急拉动予以及时的响应。

The supplier must prepare the necessary parts for each stage according to the project nodes provided by Grammer, and make adequate preparations to respond promptly to emergency pull in each stage of the project.

- 在新状态零件未完成全部的认可手续前, 供应商不得擅自停止老零件的供货。供应商须严格遵照零件的认可进度, 确保零件在切换阶段之前完成格拉默所有认可手续。

The supplier is not allowed to arbitrarily stop the supply of old parts without completing all approval procedures for new parts. The supplier must strictly follow the approval process of the parts to ensure that all Grammer approval procedures are completed before the switching phase.

### 3. 计划接收

## Planning of Receipt

### 3.1 零件滚动预测

## Rolling Prediction of Parts

- 格拉默物料滚动预测由格拉默配套计划管理部门制定, 计划发布每天更新。

The rolling prediction of Grammer materials is formulated by the Grammer supporting plan management department, and the plan is updated on a daily basis.

- 供应商须及时查收格拉默物流部发出的邮件, 浏览所有相关信息和通知, 对于格拉默相关内容没有提出异议或反馈的供应商, 默认为自动接受。其中, 供应商须对于重大变化与格拉默进行书面确认。

The supplier must promptly check the emails sent by the Grammer logistics department, and view all relevant information and notifications. The supplier without objections or feedback on Grammer-related content shall be deemed to automatically accept. Among them, the supplier must provide written confirmation with Grammer regarding significant changes.

- 供应商如在 3 个工作日内无法接收到格拉默发布的滚动预测，或发现相关信息存在错误，须及时通知格拉默物流计划员。

If the supplier fails to receive the rolling prediction released by Grammer within three (3) working days or discovers errors in relevant information, they must promptly notify the Grammer logistics planner.

- 供应商须完全理解并满足格拉默的滚动预测，若有任何疑问，须在滚动预测发出的 2 个工作日内与格拉默配套计划员进行确认。

The supplier must fully understand and satisfy the rolling prediction of Grammer. In case of any questions, they must confirm with the Grammer supporting planner within two (2) working days of the rolling prediction being issued.

- 格拉默发布的滚动预测长度为 12 周（具体以各主机厂发布保持一致），其中 X~X+4 周（X 为预测发布周）的需求预测供应商应具备±20%的响应柔性。

The rolling prediction length released by Grammer is twelve (12) weeks (which is consistent with each host plant), and the demand prediction supplier for X~X+4 weeks (X is the prediction release week) should have a response flexibility of ±20%.

- 为保证供货，格拉默建议供应商建立一定的安全库存，具体标准如下：

To ensure supply, Grammer suggests that supplier establish the safety inventory at a certain level, with specific standards as follows:

供应商类别 Supplier Category	安全库存 Safety Inventory	
	中转库 Transit Inventory	供应商库存 Supplier Inventory
市内 Within city	NA	7 天 7 days
省内 Within province	7 天 7 days	4 天 4 days
国内 Domestic	7 天 7 days	5 天 5 days
国外 Abroad	NA	一个订单批次 One order batch

- 格拉默对供应商的供货柔性要求：

Supply flexibility requirements of Grammer for supplier:

- 1) 格拉默默认供应商的散件采购周期小于等于 4 周。供应商应具备确保-20%~20%供货柔性。如供应商的散件采购周期大于 4 周，须在新零件报价时采用书面形式向格拉默供应

部门及物流部门报备，并在定点后与格拉默供应部门及物流部门三方共同签署长周期零件柔性约定。如供应商未按要求向格拉默相关部门通报，但在批量供货后发生因散件长周期备货问题引起的供货短缺或额外空运费等一切后果与责任由供应商自行承担。

In Grammer, the supplier procurement cycle for components by default is less than or equal to four (4) weeks. The supplier should have a supply flexibility of -20% to 20%. If the supplier procurement cycle for components exceeds four (4) weeks, the supplier must report in writing to the Grammer supply department and logistics department when quoting new parts, and jointly sign a long-term parts flexibility agreement with the Grammer supply department and logistics department after the designation. If the supplier fails to report to the relevant departments of Grammer as required, but suffer supply shortages or additional air freight costs due to long-term stocking of components after bulk supply, all consequences and responsibilities thereof shall be borne by supplier on their own.

- 2) 格拉默在根据客户需求预计在每年中下旬完成下一年度客户生产预测制定，并以此为基础对所有国产供应商进行下一年度零件供货能力调查。

Grammer expects to complete the customer production prediction of next year in the middle and late of each year based on customer demand, and shall conduct a part supply capacity survey on all domestic suppliers for the next year on this basis.

针对未与格拉默签订过长周期零件柔性约定的零件，格拉默要求供应商以年度整车预测为基础，针对每个单品种车型具备供应商必须满足： -20% ~ 20%的需求波动柔性供货响应能力，并通盘考虑供货能力。

For parts that have not been involved in a long-term flexible agreement signed with Grammer, Grammer shall require the supplier to have a flexible supply response capability of -20% to 20% of demand fluctuations for each single vehicle model based on annual vehicle predictions, and consider the supply capacity in a comprehensive manner.

针对与格拉默签订过长周期零件柔性约定的零件，格拉默物流部门将综合考虑各款车型自身特点、国产化率、车型所处生命周期的阶段、市场销售情况，及产能限制等诸多因素，定期与供应商滚动更新相关零件的柔性约定。

For parts that have been included in a flexible agreement signed with Grammer for long cycle parts, the Grammer logistics department shall comprehensively consider the characteristics of each model, localization rate, stage of model lifecycle, market sales situation and production capacity limitations, and regularly update the flexible agreement of relevant parts with supplier.

## 3.2 零件交货计划

### Part Delivery Schedule

#### 3.2.1 常规交货计划送货要求

##### Regular Delivery Schedule and Delivery Requirements

- 供应商须保证满足格拉默工作日内 24 小时零件发运需求（供应商自运）或零件备取能力（格拉默指定物流服务商取货）。

The supplier must guarantee to meet the 24-hour part shipping requirements within the working days of Grammer (self-transport by supplier) or have the ability to prepare and take parts (pickup by Grammer's designated logistics service provider).

- 供应商须安排至少 3 名可在供应商内部进行物料运送协调业务联系人员，保证格拉默可 24 小时按指定联系方式与供应商联系人员联系。

The supplier must arrange at least three (3) personnel who can coordinate material transport within the supplier's internal business contact persons, ensuring that Grammer can make a 24-hour contact with the supplier's contact persons according to the specified contact information.

- 供应商须完成以下各项要求以满足格拉默的 24 小时物料拉动：符合资质的操作人员、装卸物料的装备、安全库存和运输车辆等。

The supplier must complete the following requirements to meet the 24-hour material pulling requirements of Grammer: qualified operators, equipment for loading and unloading materials, safety inventory and transport vehicles.

#### 3.2.2 交货计划接收与确认

##### Receipt and Confirmation of Delivery Schedule

- 格拉默计划团队基于需求预测、库存策略、零件交期、供货频次、MOQ（最小订单量）等释放交货计划和订单需求；

The Grammer planning team releases the delivery schedules and order requirements based on demand prediction, inventory strategy, part delivery time, supply frequency, and MOQ (minimum order quantity);

- 供应商应在确保自身生产能力最优、交货效率最高的前提下，综合考虑自身生产交付成本和格拉默的实际用量需求，以保证 MOQ 达到（或接近）最佳订单量。



The supplier shall consider their production and delivery costs as well as actual usage needs of Grammer, while ensuring their optimal production capacity and delivery efficiency, so as to ensure that the MOQ reaches (or approaches) the optimal order quantity.

- 当格拉默的实际用量需求低于供应商要求的 MOQ 时（如项目即将 EOP 时），供应商应主动配合格拉默寻找方案降低格拉默库存成本，如与其他客户订单合并生产以降低 MOQ 要求、或者采取分批出货等方式。

When the actual usage demand of Grammer is lower than the MOQ required by the supplier (for example, when the project is about to end), the supplier shall actively cooperate with Grammer to find solutions to reduce inventory costs of Grammer, such as merging production with other customer orders to reduce MOQ requirements, or adopting batch shipments, etc.

- 交货计划由格拉默配套计划管理部门制定，并通过邮件进行计划发布。

The delivery schedule shall be formulated by the Grammer supporting plan management department and published via email.

- 交货计划每日滚动更新，如有特殊调整，将以邮件进行通知。

The delivery schedule shall be updated daily, and shall be notified via email in case of any special adjustments.

- 供应商须及时跟踪和响应格拉默发布的信息、通知等。对于格拉默相关内容没有提出异议或反馈的供应商，默认为自动接受。其中，供应商须对于重大变化与格拉默配套计划管理部门进行书面确认。

The supplier must promptly track and respond to information and notifications released by Grammer. The supplier without any objections or feedback regarding the content related to Grammer shall be deemed to automatically accept by default. Among them, supplier must provide written confirmation with the Grammer supporting plan management department regarding significant changes.

- 供应商如在 1 个工作日内无法接收到格拉默配套计划管理部门发布的交货计划，或发现相关信息存在错误，须及时通知格拉默配套计划员。

If the supplier fails to receive the delivery schedule issued by the Grammer supporting plan management department within one (1) working day, or if any errors are found in the relevant information, they must promptly notify the Grammer supporting planner.

- 供应商须完全理解并满足格拉默的交货计划，若有任何疑问，须在零件交货计划发出的 1 个工作日内与格拉默配套计划员进行确认。

The supplier must fully understand and satisfy the delivery schedule of Grammer. In case of any questions, they must confirm with Grammer supporting planner within one (1) working day of the parts delivery schedule being issued.

- 在供应商停产或者工厂放假期间，仍须按格拉默交货计划进行交货，并提供相关联系人信息及其电话以备紧急响应。

During supplier shutdown or plant holiday, the delivery must still be arranged according to the delivery schedule of Grammer, and relevant contact information and phone numbers must be provided for emergency response.

- 若供应商接受了格拉默的交货计划,则供应商应同意接受格拉默安排于任何日期任何时间包括法定节假日的交货计划,供应商不得以非其工作时间为由加以拒绝。若供应商欲不接受格拉默的交货计划,须在交货计划发布后 24 小时内正式邮件送达格拉默。在与格拉默配套计划部门协商且取得格拉默配套计划部门同意之后,按更新后的交货计划执行,若格拉默配套计划部门不同意变更交货计划,供应商须按原交货计划执行。

The supplier who accepts the delivery schedule of Grammer shall agree to accept the delivery schedule arranged by Grammer on any date and at any time, including statutory holidays, and shall not refuse on the grounds that it is not their working hours. The supplier who intends to refuse the delivery schedule of Grammer must formally send an email to Grammer within twenty-four (24) hours after the delivery schedule is issued. After consultation with and consent from the Grammer supporting planning department, the updated delivery schedule shall be implemented. If the Grammer supporting planning department refuses to change the delivery schedule, the supplier shall follow the original delivery schedule.

## 4.发货管理

### Shipment Management

#### 4.1 物流供货方案

#### Logistics Supply Scheme

##### 4.1.1 批量供货说明

#### Description of Batch Supply

- **格拉默零件包装投入模式:**  
**Parts packaging provision model of Grammer:**
  - 1)  供应商投入包装,指供应商根据格拉默零件包装规划要求规划、制作和采购包装器具。

Packaging provision by supplier refers to the planning, production and procurement of packaging apparatus by the supplier according to the parts packaging planning requirements of Grammer.

- 2)  格拉默投入包装, 指由格拉默核算零件包装需求量并提供供应商所需包装器具。  
Packaging provision by Grammer refers to the calculation of demand for component packaging by Grammer and the provision of required packaging apparatus for the supplier.

■ **格拉默零件运输方式:**

**Parts transport method of Grammer:**

- 1)  供应商送货, 指由供应商根据格拉默的运输要求, 自行将零件在要货计划规定到货时间内运输到格拉默指定地点。零件在到达格拉默指定地点前的运输和保险费用都由供应商承担。

Delivery by supplier refers to the transport of parts by the supplier to the designated location in Grammer within the agreed delivery time specified in the procurement plan according to the transport requirements of Grammer. The freight and insurance premium of the parts before reaching the designated location in Grammer shall be borne by the supplier.

- 2)  格拉默取货, 指由格拉默指定物流服务商在约定时间内到供应商指定出货地取货。由供应商负责装车。

Pickup by Grammer refers to the process that the designated logistics service provider of Grammer picks up the goods from the designated shipping location of supplier within the agreed time. The supplier is responsible for loading the vehicle.

■ **格拉默对供应商中转库的规定:**

**Regulations of Grammer on supplier transit warehouse:**

- 1)  无需建立中转库

A transit warehouse is not required.

- 2)  供应商在格拉默工厂当地租赁或建立中转仓库。此中转库须通过格拉默物流部门审核。如果供应商租赁或建立的仓库未通过格拉默物流部门审核, 格拉默有权要求供应商无条件选择格拉默指定认可的中转库。

The supplier rents or establishes a transit warehouse locally at the Grammer plant. This transit warehouse must be approved by the logistics department of Grammer. If the warehouse leased or established by the supplier fails to pass the review by the logistics

department of Grammer, Grammer shall have the right to request the supplier to unconditionally choose a designated and recognized transit warehouse designated by Grammer.

供应商是否需要建立外库，可根据如下表中的评分标准进行评估确定。

Below evaluation criteria can be used to decide whether the warehouse is needed.

表 4.1.1 供应商外库建立评估表

Supplier Warehouse Establishment Evaluation Matrix

序号 Item	考虑因素 Factor	评估指标 Indicator	评估分数 Score	评分标准 Evaluation Criteria	备注 Remark
1	客户需求 Customer demand	客户需求的稳定性 Customer demand stability		<ul style="list-style-type: none"> <li>▪ 较不稳定 Relatively unstable ---10 ‘</li> <li>▪ 略不稳定 Slightly unstable---15’</li> <li>▪ 较为稳定 Relatively stable ---20’</li> </ul>	
2	下级原材料供应 Raw material supplies	原材料供应的稳定性 Material supply stability		<ul style="list-style-type: none"> <li>▪ 较不稳定（芯片、高新技术产品等） Relatively unstable (chip, high-tech products, etc.) ---5 ‘</li> <li>▪ 略不稳定（涉及海外原材料、原材料波动较大） Slightly unstable (overseas materials, high fluctuation) ---10’</li> <li>▪ 较为稳定 Relatively stable --15’</li> </ul>	
3	需求面积 Required storage area	库存所需面积 Stock area		<ul style="list-style-type: none"> <li>▪ PFEP 面积 area &gt;20 m<sup>2</sup> ---5’</li> <li>▪ PFEP 面积 area 5-20 m<sup>2</sup> ---10’</li> <li>▪ PFEP 面积 area &lt;5 m<sup>2</sup> ---15’</li> </ul>	
4	地理位置 Location	交付距离 Distance		<ul style="list-style-type: none"> <li>▪ &gt;300KM ---2’</li> <li>▪ 100KM-300KM ---5’</li> <li>▪ &lt;100KM ---10’</li> </ul>	
5	物料价值 Material value	库存金额 Stock value		<ul style="list-style-type: none"> <li>▪ 库存总价值占比 Stock value % &gt;1% ---2’</li> <li>▪ 库存总价值占比 Stock value % 0.5%-1% ---5’</li> <li>▪ 库存总价值占比 Stock value % &lt;0.5% ---10’</li> </ul>	该供应商的库存占工厂全部库存的比例 Stock value of this supplier vs. plant total stock value

6	物料种类及数量 Material categories & quantity	物料零件数量 Material quantity		<ul style="list-style-type: none"> <li>▪ 零件数量 Material quantity &gt;50 ---2'</li> <li>▪ 零件数量 Material quantity 10-50 ---5'</li> <li>▪ 零件数量 Material quantity &lt;10 ---10'</li> </ul>	
7	生产抗波动性 Production resistance to volatility	产能 Production capability		<ul style="list-style-type: none"> <li>▪ 班次生产能力 Shift production capability &lt; 100% ---2'</li> <li>▪ 班次生产能力 Shift production capability 100%-120% ---5'</li> <li>▪ 班次生产能力 Shift production capability &gt;120% ---10'</li> </ul>	供应商班次生产能力 相对工厂的班次需求 Supplier shift production capability vs. plant shift demand
8	合作关系与信任 Partnership & trust	供应商合作表现和信誉 Supplier cooperation performance & reputation		<ul style="list-style-type: none"> <li>▪ 一年内造成 2 次及以上停线或者 1 次停线及 3 次以上交付延迟的 Caused shutdown more than twice or shutdown once &amp; delay 3 times within 1 year ---0'</li> <li>▪ 一年内造成 1 次停线或 2 次以上交付延迟的 - Caused shutdown more than once or delays more than 2 times within 1 year ---5'</li> <li>▪ 过往合作中未出现过停线或 1 次以下交付延迟的 No record of shutdown or delay less than once within 1 year - ---10'</li> </ul>	
整体评分 Overall rating			结论 Conclusion: ≤ 60 分: 代表供应链稳定性较低, 必须建立外库 Low stability and must establish warehouse > 60 分 & ≤ 75 分: 代表供应链稳定性一般, 建议建立外库 Medium stability and suggest to establish warehouse > 75 分: 代表供应链较为稳定, 不强制建立外库 Relatively high stability and not mandatory to have warehouse		

供应商在零件报价时须提供零件最终加工地到格拉默指定仓库的准确物流费用(包括包装、运输、操作)。格拉默将根据具体的包装及运输方式对包装、运输、外库费用进行确认或者剥离。

The supplier must provide accurate logistics costs (including packaging, transport and operation) from the final processing location to the designated warehouse in Grammer when quoting parts. Grammer shall confirm or separate the packaging, transport and external warehouse costs based on specific packaging and transport methods.

## 4.1.2 批量供货方式

### Batch Supply Method

#### ■ JIS (Just In Sequence) : 排序供货

##### JIS (Just In Sequence)

供应商按格拉默装配、生产信息（拉动系统），按车型装配的数量、品种和顺序即时、同步地交货至指定的交货点。

The supplier, according to assembly and production information (pull system) of Grammer, delivers to the designated delivery location in real-time and synchronously based on the quantity, variety and order of vehicle models assembled.

格拉默指定物流服务商承担生产厂区内的卸货、安置，并按生产需求完成上线等物流操作（格拉默指定物流服务商对格拉默和供应商承担的义务和责任依据格拉默指定物流服务商同格拉默签定的合同）。

Grammer designates a logistics service provider to handle the unloading and placement within the production area, and complete logistics operations such as release according to production needs (the obligations and responsibilities of Grammer's designated logistics service provider to Grammer and the supplier are subject to the contract signed between Grammer's designated logistics service provider and Grammer).

由于 JIS 供货时间有限，原则上要求 JIS 供应商供货零件的最终生产地或排序点距格拉默指定交货地的距离在 5KM 范围内。

Due to the limited supply time of JIS, it is generally required that the distance between the final production or sorting place of the parts supplied by JIS supplier and the designated delivery place of Grammer is within a range of 5km.

#### ■ JIT (Just In Time): 及时供货

##### JIT (Just In Time)

供应商按格拉默指定的时间窗口将计划数量的零件送到格拉默指定收货点。JIT 供货时间窗口通常为每 2-4 小时一次（具体情况按照各工厂实际而定）。

The supplier delivers the planned quantity of parts to the designated receiving place of Grammer within the time window specified by Grammer. The JIT supply time window is usually every 2-4 hours (depending on the actual situation of each plant).

■  **LAH (Logistik Standard Lastenheft): 一般标准供货**

**LAH (Logistik Standard Lastenheft)**

供应商按格拉默 EDI-WEB 或邮件正式发布的零件交货计划，在格拉默规定的时间窗将计划数量的零件送到指定收货点。

The supplier delivers the planned quantity of parts to the designated receiving place within the time window specified by Grammer according to the parts delivery schedule officially released by Grammer via EDI-WEB or email.

格拉默对此类零件采用小批量多频次的拉动模式。格拉默将根据实际情况(用量、距离、零件属性、MOQ 等因素)规划送货频次及时间窗。供应商考虑自身运输经济性、操作便利性等因素，可以采取直接从生产工厂发货，或在格拉默推荐的工厂周边中转仓库设立库存等多种形式来满足格拉默的零件交货。

Grammer adopts a small batch and multi-frequency pulling mode for such parts. Grammer plans the delivery frequency and time window based on actual conditions (such as quantity, distance, part properties, MOQ). The supplier, considering the factors such as transport economy and operational convenience, can adopt various forms for delivering parts of Grammer such as shipping directly from the production plant or setting up a transit warehouse recommended by Grammer.

■  **VLB(Vorlogistikbereich): 货交模块供应商 (VMI)**

**VLB (Vorlogistikbereich): Vendor Managed Inventory (VMI)**

二次件供货至一次件供应商(模块供应商一般设在格拉默周边的工业园区或厂区范围内)

It is applicable to the supply of secondary components to primary component supplier (module supplier is generally located in industrial parks or plant areas around Grammer)

### 4.1.3 交货地点及条件

## Delivery Location and Conditions

■ 交货地点及贸易条件:

Delivery location and trade terms:

FCA, 货交格拉默指定物流服务商

FCA, designated logistics service provider for delivery to Grammer

DAP, 货交指定地点(格拉默指定工厂或仓库): \_\_\_\_\_

DAP, designated delivery location (Grammer designated plant or warehouse):

- 运输承担方:  供应商  格拉默

Carrier: Supplier Grammer

- 装货负责方:  供应商  格拉默承运商

Loading party: Supplier Grammer carrier

- 卸货负责方:  供应商  格拉默

Unloading party: Supplier Grammer

- 可供装货的作业时间从\_\_\_\_\_到\_\_\_\_\_

The available time for loading operations is from\_\_\_\_\_ to\_\_\_\_\_

- 可供卸货的作业时间从\_\_\_\_\_到\_\_\_\_\_

The available time for unloading operations is from\_\_\_\_\_ to\_\_\_\_\_

- 保质期要求

#### Shelf Life Requirements

对有保质期要求的产品, 交付时剩余保质期不小于总保质期要求的2/3。

For products with required shelf life, the remaining shelf life upon delivery shall not be less than 2/3 of the total shelf life as required.

- 先进先出要求

#### First-In First-Out Requirement

- 1) 从原料上线到成品发运, 供应商必须严格遵守先进先出的原则。

From the launch of raw materials to the shipment of finished products, the supplier must strictly adhere to the first-in first-out principle.

- 2) 如果格拉默发现所到货物批次生产日期早于上一批次, 供应商没有遵守该规则, 有权向供应商提出警告, 并体现在当月供应商绩效考核中。

If Grammer discovers that the production date of the received batch of goods is earlier than that of the previous batch, and the supplier fails to comply with this rule, Grammer shall have the right to issue a warning to the supplier and reflect it in the monthly supplier performance evaluation.



## 4.2 包装及标识

### Packaging and Labeling

#### 4.2.1 包装方案

##### Packaging Scheme

- 供应商需根据格拉默的规定制定包装方案，填写《格拉默包装协议书模板》，该包装协议须由供应商与格拉默共同签字确认。

The supplier needs to develop packaging scheme according to Grammer's regulations and fill out the "Template of Grammer Packaging Agreement". The packaging agreement must be jointly signed and confirmed by the supplier and Grammer.

- 包装工艺

Packaging Process

- 1) 循环包装

Circular packaging

- 2) 一次性包装

Disposable packaging

- 在日常生产活动中，供应商有责任配合格拉默进行包装更改或优化。

In daily production activities, the supplier is responsible for cooperating with Grammer to make packaging changes or optimizations.

#### 4.2.2 包装制作、清洗及维修

##### Packaging Production, Cleaning and Maintenance

- 供应商包装器具提供数量应按格拉默物流规划部门提供的期量标准为推算标准，供应商的提供数量须大于等于期量标准所推算的数量，并根据格拉默的产量计划增长及时进行增补。

The quantity of packaging apparatus provided by the supplier shall be subject to the quantity standard provided by the Grammer logistics planning department. The quantity provided by the supplier must be greater than or equal to the quantity calculated by the quantity standard, and shall be supplemented in a timely manner according to the growth of production planned by Grammer.

- 供应商有义务对包装器具进行维修，清洗，标签清除，内部包装清理等工作，以保证周转箱适用的状态。

The supplier shall have an obligation of repair, cleaning, label removal and internal cleaning of packaging apparatus to ensure that the reusable container is in a suitable condition.

包装清洁要求如下:

The packaging cleaning requirements are specified as follows:

1) 金属料箱、料架:

Metal work bins and racks:

清除所有标签, 残留不得超过 0.5 厘米<sup>2</sup> (包括格拉默 / 相关供应商在料箱上粘贴或悬挂的各种标签)。

Remove all labels, leaving no residue at more than 0.5 cm<sup>2</sup> (including various labels pasted or hung by Grammer/relevant supplier on the work bin).

内部无杂物、无油污、无明显可用抹布擦拭去除的浮灰。

No debris, oil stains and obvious floating dust that can be wiped off with a cloth inside.

料箱箱体外表面、料架横梁立柱挡板各面无油污、无明显可用抹布擦拭去除的浮灰或其他脏物。

The outer surface of work bin, crossbeam, column and baffle of rack are free of oil stains, and no obvious floating ash or other dirt that can be wiped off with a cloth.

2) 塑料箱:

Plastic box:

清除所有标签, 残留不得超过 0.5 厘米<sup>2</sup> (包括格拉默/相关供应商在料箱上粘贴或悬挂的各种标签)。

Remove all labels, leaving no residue at more than 0.5 cm<sup>2</sup> (including various labels pasted or hung by Grammer/relevant supplier on the work bin).

外表无塑料带、纸屑、油类、废胶和其它杂物黏结, 表面无明显可用抹布擦拭去除的浮灰。

No plastic tape, paper scraps, oil, waste glue or other debris adhering to the surface, and no obvious floating ash that can be wiped off with a cloth.

内壁和底部须经过擦拭, 无浮灰。料箱内部无除衬格以外的其他杂物。包括纸屑、衬格碎片、非回收辅助包装材料 (如塑料袋、扎带) 等其它各类杂物。无明显油污、残胶等污物。料箱翻转后无可视碎屑飘落。

The inner wall and bottom must be wiped and free of floating dust. No other debris inside the work bin except for the lining, including various miscellaneous items such as paper scraps, lining fragments, non-recyclable auxiliary packaging materials (such as plastic bags, zip ties). No obvious oil stains, residual glue or other pollutants. No visible debris falling after flipping the work bin.

- 破损、影响正常使用的料箱须检出。供应商须根据格拉默清洁度要求有持续改进的措施。  
Damaged work bins that affect normal use must be picked up. The supplier must have continuous improvement measures according to the cleanliness requirements of Grammer.

- 包装器具应一次性购齐，并在必要时根据格拉默的要求提供相关的单据，如发票等。包装器具过期折旧后，由格拉默组织判定使用状态。如质量符合标准，则继续适用，延期报废；如质量不符合标准，则报废，供应商须重新购买器具投入使用。

Packaging apparatus should be purchased in one go, and relevant documents, such as invoices, should be provided as required by Grammer when necessary. After the expiry and depreciation of packaging apparatus, the usage status shall be determined by Grammer. If the quality meets the standards, the apparatus will continue to use and be scrapped later. If the quality fails to meet the standards, the apparatus will be scrapped, and the supplier must purchase new apparatus for use.

- 包装器具所有权归属供应商的，由供应商负责数量管理。

If the packaging apparatus is owned by the supplier, the supplier shall be responsible for quantity management.

### 4.2.3 不符格拉默包装要求定义

#### Definition for Unqualified Packaging of Grammer

- 未及时制备或使用所要求的包装

##### **Failure to prepare or use the required packaging in a timely manner**

供应商须使用符合格拉默规范和要求的包装。供应商未及时按格拉默要求制备所需包装、同一零件擅自使用不同形式的包装、使用擅自更改的包装都将被认为违反了格拉默包装要求定义。

The supplier must use packaging that complies with Grammer specifications and requirements. If the supplier fails to prepare the required packaging in a timely manner as required by Grammer, the use of different forms of packaging for the same part without authorization or the use of packaging that has been changed without authorization shall be considered as a violation of definition for unqualified packaging of Grammer.

- 包装使用状态不符要求

##### **Unqualified use status of packaging**

以下情况被认为违反包装使用状态要求，格拉默将帮助供应商完成必要的维修、清洁、标识等工作并向供应商收取所需的基本费用。如返还供应商的可回收空容器不符格拉默包装使用状态，则由供应商与格拉默协商解决。

The following situations are considered as the violation of the requirements for packaging use status. Grammer shall assist the supplier in completing necessary maintenance, cleaning, labeling and other work, and charge the necessary basic fees from the supplier. If the recyclable empty container returned to the supplier fails to meet the requirements of the qualified use status of packaging, it shall be resolved through negotiation between the supplier and Grammer.

- 1) 包装损坏、生锈

- Packaging damage and rusting
- 2) 包装不洁，有油污、灰尘等  
Unclean packaging with oil stains, dust, etc.
  - 3) 未清除包装上过期标识  
Expired labels on packaging that are not removed
  - 4) 包装标识不齐全，标识不符合要求，未标识在规定的有效位置  
Incomplete or unqualified packaging labels, or failure to being marked in the designated effective position

#### 4.2.4 零件包装非标申请

### Application for Non-Standard Packaging of Parts

供应商为解决因各种原因导致短期内包装器具周转不足而影响零件正常交货的问题，可提前三个工作日向格拉默物流管理部门提交正式邮件申请。此申请由格拉默物流管理部门确认后交由格拉默物流规划部门审核处理。申请期限不得超过二周。如供应商在未提出申请的前提下，擅自采用非标包装进行供货，格拉默有权对供应商进行翻箱费用索赔。

The supplier can submit a formal email application to the Grammer logistics management department in three (3) working days prematurely to address the issue of insufficient turnover of packaging apparatus due to various reasons that may affect the normal delivery of parts in the short term. This application shall be confirmed by the Grammer logistics management department and then submitted to the Grammer logistics planning department for review and processing. The application deadline shall be limited in two (2) weeks. If the supplier uses the non-standard packaging for supply without submitting an application, Grammer shall have the right to claim compensation for unstuffing costs from the supplier.

注：并非提出了非标申请就不收翻箱费用，收取翻箱费用的原则是造成非标的责任方负责该费用。

Note: An application for non-standard packaging is not regarded as an exemption from unstuffing costs. In principle, the responsible party for the non-standard application shall pay the unstuffing costs.

#### 4.2.5 包装期量标准及器具报废

### Packaging Period Standards and Apparatus Scrap

#### ■ 包装期量标准

##### Packaging Period Standards

一般塑料箱、塑料托盘顶盖的折旧期为3年，金属料箱、料架的折旧期为6年。

The depreciation period for the top cover of plastic boxes and plastic pallets is generally three (3) years, while the depreciation period for metal work bins and racks is six (6) years.

包装应根据格拉默的《格拉默工厂物流包装技术手册》的要求进度投入，并在必要时根据格拉默的要求提供投入相关的单据，如发票等。

The packaging shall be provided according to the requirements of "Grammer Plant Logistics Packaging Technology Manual", and if necessary, relevant documents such as invoices should be provided as required by Grammer.

供应商在定点时，器具投入数量须参照格拉默物流规划部门提供的包装流转期量标准，定点后投入器具时不得以不知晓或者投入数量太多为由拒绝或者延迟投入。

When the supplier is designated, the quantity of apparatus provision must be subject to the packaging circulation period standard provided by the Grammer logistics planning department. After the designation, the apparatus provision cannot be refused or delayed on the grounds of ignorance or excessive provision.

#### ■ 包装报废

##### **Packaging Scrap**

包装使用期限后，如包装的残值属于格拉默，格拉默有权决定其是否报废以及如何报废，如格拉默判断其符合标准，可以继续使用，则延期报废，如格拉默判断其需报废，供应商须重新购买投入器具投入使用，而且不得已任何理由拒绝或者延迟投入。

After the expiry of the packaging, if the residual value of the packaging is owned by Grammer, Grammer shall have the right to determine whether to scrap it and how to scrap it. If Grammer determines that it meets the standards and can continue to be used, the scrap shall be postponed. If Grammer determines that it needs to be scrapped, the supplier must purchase new provision apparatus for use, without any reason to refuse or delay the provision.

包装使用期限内，由于零件或者车型 EOP，格拉默根据包装设计使用状况和投入日期决定是报废，或买断其残值。

During the service life of the packaging, due to the EOP of the parts or vehicle models, Grammer can determine whether to scrap or purchase their residual value based on the packaging design, use status and provision date.

## 4.2.6 标识

### **Labels**

供应商送至格拉默的包装上标识的内容、填写原则、喷涂的位置、标识大小、标识颜色等须符合《格拉默工厂物流包装技术手册》。

The content, filling principles, spray position, size and color of the labels on the packaging sent by the supplier to Grammer must comply with the "Grammer Plant Logistics Packaging Technology Manual".

## 4.3 SUPPLIER PORTAL ASN 送货单及条形码要求

### SUPPLIER PORTAL ASN Delivery Note and Barcode Requirements

为快速、简便、准确地完成收发料过程，供应商应在发货的同时通过 Supplier Portal 发送 ASN 信息，并打印含有条形码的标签。

To quickly, conveniently and accurately complete the material receiving and shipping process, the supplier shall send ASN information through the Supplier Portal and print labels containing barcodes at the same time of shipment.

供应商将通过格拉默 Supplier Portal 系统发送 ASN、制备标签条形码，同时需制作相应的物料送货单，并对有关信息进行记录和保存。

The supplier shall send ASN and prepare label barcodes through the Grammer Supplier Portal system, while also creating the corresponding material delivery notes, and recording and storing relevant information.

## 5.运输

### Transport

#### 5.1 格拉默承运零件

##### Parts Transport by Grammer

如果格拉默决定由格拉默指定物流服务商上门取货，格拉默物流规划部门将在新项目批量试制开始到零批量阶段向供应商告知该方案，供应商须在与格拉默约定的时间窗口将指定数量的货物交付给格拉默指定物流服务商。供应商物流设施须满足格拉默物流要求，并且满足约定的时间窗。

If Grammer determines to have the designated logistics service provider of Grammer come to pick up the goods, the Grammer logistics planning department shall inform the supplier of the plan from the start of batch trial production to the zero batch stage of new project. The supplier must deliver the specified quantity of goods to the designated logistics service provider of Grammer within the agreed time window. The logistics facilities of the supplier must meet the logistics requirements of Grammer and meet the agreed time window.

供应商须具备接受和发运零件以及周转箱的卡车、集装箱车辆的卸货道口。供应商须确保将零件安全地装载到格拉默指定物流服务商的车辆上。

The supplier must have the unloading ports for trucks and container vehicles that accept and deliver parts and reusable containers. The supplier must ensure that the parts are safely loaded onto the vehicles of the designated logistics service provider by Grammer.

与此同时，格拉默也将与指定物流服务商签订运输合同，要求物流服务商按合同规定的标准完成上门取货任务。

Meanwhile, Grammer shall also sign a transport contract with the designated logistics service provider, requiring the logistics service provider to complete the on-site pickup according to the standards specified in the contract.

## 5.2 供应商负责运输零件

### Parts Transport by Supplier

如果格拉默决定供应商采用自运方式，供应商须根据本物流协议的相关要求进行操作。

If Grammer determines to transport by itself, the supplier must operate as required in this Agreement.

## 5.3 运输要求

### Transport Requirements

#### 5.3.1 车辆要求

#### Vehicle Requirements

车辆基本要求：

##### Basic Vehicle Requirements

- 运输车辆须为便于装卸的封闭式的车况良好的翼启式厢车（两侧可开启）或使用后卸式厢车。

Transport vehicles must be enclosed wing opening van trucks in good condition (both sides can be opened) that are easy to load and unload, or rear dump van trucks.

- 短途运输输入厂车辆车龄不超过 8 年，行驶里程不超过 50 万公里。长途运输输入厂车辆车龄不超过 5 年，行驶里程不超过 70 万公里。规定年限或行驶里程到后，需由格拉默物流部门组织判定车辆状况，如车辆状况良好则可继续使用。

The vehicle for short-distance transport entering the plant shall have been operated within eight (8) years, with the mileage of less than 500,000 kilometers. The vehicle for long-distance transport entering the plant shall have been operated within five (5) years, with the mileage of less than 700,000 kilometers. After the specified service life or mileage is reached, Grammer logistics department needs to evaluate the vehicle condition. The vehicles in good condition can continue to be used.

■ 厢体外尺寸 (mm):

Outside dimensions of compartment (mm):

长度 Length	宽度 Width	高度 Height
7600/9600/12500	2450	2550

■ 整车离地高度≤4000mm

The ground clearance height of the entire vehicle is ≤ 4000mm

■ 飞翼打开离地高度<5200mm

The ground clearance height of vehicle with opening wing is <5200mm

**车辆安全要求:**

**Vehicle Safety Requirements:**

- 侧卸式卡车须安装侧翼与发动机联动装置 (须采用电动液压, 当侧翼打开时禁止启动发动机)

Side dump trucks must be equipped with side wings and engine linkage devices (electric hydraulic must be used, and the engine must not be started when the side wings are open)

- 侧卸式卡车须安装侧翼打开报警装置

Side dump van trucks must be equipped with side wing opening alarm devices

- 入厂卡车随车须配备车用灭火器 (须在保质期内)

Trucks entering the plant must be equipped with vehicle fire extinguishers (which must be valid within the warranty period)

**车辆资质要求:**

**Vehicle Qualification Requirements:**

- 入厂车辆须持有有效证件 (行驶证、道路营运证等)

Vehicles entering the plant must hold valid documents (such as driving license, road operation certificate)

- 危险品车辆必须符合国家相关标准和规定, 满足《道路运输危险货物车辆标志》的要求, 悬挂危险品运输标志, 禁止无标志车辆从事道路危险货物运输

Vehicles for dangerous goods must comply with relevant national standards and regulations, as well as the requirements of the "Road Transport Dangerous Goods Vehicle Signs", which shall be affixed with dangerous goods transport signs. Any unmarked vehicles shall be prohibited from engaging in road transport of dangerous goods

- 入厂车辆须购买保险 (如交强险、商业险等险种)



Vehicles entering the plant must be insured (such as compulsory traffic insurance, commercial insurance)

- 入厂车辆须申领格拉默物流部门年检标志

Vehicles entering the plant must apply for the annual inspection mark from Grammer logistics department

注：在正常情况下，运送至格拉默的每一个标准包装均须按要求以规定数量装载（除非格拉默有关部门有特殊要求）。供应商应尽可能采用一定规格的运输车辆，以利于包装器具的规划提高装载率。

Note: Under normal circumstances, each standard packaging transported to Grammer must be loaded in the specified quantity as required (unless there are special requirements from the relevant department of Grammer). The supplier shall use the transport vehicles of certain specifications as much as possible to facilitate the planning of packaging apparatus and improve loading efficiency.

### 5.3.2 装载要求

#### Loading Requirements

- 包装器具在车辆（集装箱内）应堆码整齐，堆码后的包装器具应无倾斜及不稳定现象

The packaging apparatus shall be neatly stacked in vehicles (containers), without tilting or instability after stacking

- 供应商应对包装器具采取适当的固定措施，以避免运输过程中包装器具的倾斜、翻倒情况发生

The supplier shall take appropriate fixing measures for packaging apparatus to avoid tilting or tipping over during transport

- 货物重量（含零件以及包装器具重量）不得超过车辆核定的装载重量

The weight of goods (including the weight of parts and packaging apparatus) shall not exceed the approved loading weight of the vehicle

### 5.3.3 运输道路

#### Transport Road

- 运输途中应尽量选择平坦路面（高速公路）行驶

During transport, it is advisable to choose a flat road surface (highway) for driving as much as possible

- 运输过程中应严格遵守各区域的行驶速度

During transport, the driving speed of each area shall be strictly followed

- 不得运输法律、法规禁止运输的货物  
Goods prohibited by laws and regulations shall not be transported

### 5.3.4 驾驶员要求

#### Driver Requirements

- 严禁酒后、吸毒后驾车  
Driving under the influence of alcohol or drugs is strictly prohibited
- 须持有符合所驾车型的驾驶证  
It is mandatory to hold a driver's license that matches the type of vehicle being driven
- 危险品运输驾驶员需要有相应从业资格证件，接受过相关培训，了解危险货物性质和危害及意外发生时的应急措施；自行准备并在入厂期间佩戴相应防护用品  
Drivers of dangerous goods transport shall have the corresponding professional qualifications, receive relevant training, understand the nature and hazards of dangerous goods as well as emergency measures in case of accidents; and shall prepare and wear corresponding protective apparatus on their own during entry into the plant
- 在格拉默库区和厂区内严禁吸烟  
Smoking is strictly prohibited in the Grammer warehouse area and plant area
- 须穿反光背心及工作鞋  
It is mandatory to wear reflective vests and work shoes
- 卸货时不能随意走动，未经授权不得进入生产作业和仓库区域，在仓库区域内需走人行通道。  
During unloading, it is not allowed to walk around freely. Unauthorized access to production operations and warehouse areas is prohibited. The pedestrian walkways are required within the warehouse area.
- 须服从格拉默及仓库人员的管理  
It is mandatory to obey the management of Grammer and warehouse personnel

### 5.3.5 厂区车辆行驶安全要求

#### Requirements for Safety Driving in Plant

- 供应商需配合格拉默的入厂要求检查，并须满足相关入厂安全要求，如违反相关安全条款，格拉默有权进行相应的索赔罚款。

The supplier shall support the Grammer's entry requirements for inspection, and must meet relevant entry safety requirements. In case of any violation of relevant safety regulations, Grammer shall have the right to make corresponding claims and fines.

- 车辆需按物流路线入场，满足限速要求（ $\leq 5\text{km/h}$ ）。车辆满足车辆安全要求，带有安全设备。

The vehicles must enter according to the logistics route and meet the speed limit requirement ( $\leq 5\text{km/h}$ ). The vehicles must comply with the safety requirements and are equipped with safety apparatus.

- 卸货道口车位有其它车辆时，后续车辆需在等待车位进行等待，严禁随意抢占道口位置进行卸货造成道口堵塞。

When other vehicles stay in the parking space at the unloading gate, the subsequent vehicles must wait in the waiting parking space. It is strictly prohibited to occupy the gate position for unloading without authorization, which may cause blockage at the gate.

## 6. 零件收货

### Receipt of Parts

#### 6.1 送货时间窗的要求

#### Requirements for Delivery Time Window

##### 6.1.1 格拉默指定物流服务商承运零件

#### Parts Transport by Designated Logistics Service Provider of Grammer

如果是格拉默指定物流服务商上门取货的，供应商须依据运输协议要求，在约定好的时间窗口将指定数量的货物交付给格拉默指定物流服务商。物流服务商须配合供应商于交付货物时进行签字确认。

If the goods are picked up by the designated logistics service provider of Grammer, the supplier must deliver the specified quantity of goods to the designated logistics service provider of Grammer within the agreed time window in accordance with the transport agreement requirements. The logistics service provider must support the supplier to sign and confirm upon delivery of goods.

## 6.1.2 供应商承运零件

### Parts Transport by Supplier

- 时间窗设定：由格拉默物流部门与供应商共同确定送货时间窗的具体时间。  
Time window setting: The specific delivery time window shall be determined jointly by the Grammer logistics department and the supplier.
- 供应商须按格拉默的要货计划在规定的窗口将零件准时、保质、保量送达格拉默指定的收货点。  
The supplier must deliver the parts to the designated receiving place of Grammer on time, with quality and quantity guaranteed, according to Grammer's procurement plan and within the specified time window.
- 格拉默厂区和仓库的卸货能力有限，因此供应商的时间窗设定采用先到先得的原则。  
Due to the limited unloading capacity of Grammer plant and warehouse, the principle of first come and first served shall be adopted for the time window setting of the supplier.
- 已签订时间窗协议的供应商应在指定窗口内，到达格拉默指定的仓库或厂区停车场。  
The supplier who has signed a time window agreement shall arrive at the designated warehouse or plant parking lot in Grammer within the specified time window.
- 如是属紧急送货的，供应商送货人员应向格拉默仓库人员事先说明。否则，因供应商原因导致格拉默停线的，其损失依照相应停线索赔执行。  
In case of an urgent delivery, the delivery personnel of the supplier shall inform the Grammer warehouse personnel in advance. Otherwise, in case of Grammer downtime due to the reasons of supplier, the corresponding compensation for downtime shall prevail.
- 如供应商预计无法按时间窗送货，则须至少提前 3 小时通知格拉默相关人员具体的送货时间。  
If the supplier expects to fail to deliver the goods within the time window, the supplier must notify the relevant personnel of Grammer at least three (3) hours in advance of the specific delivery time.
- 如供应商错过了时间窗，则须听从格拉默工作人员的调度，在指定区域停车熄火，等待到道口空闲后送货。  
The supplier misses the time window must follow the dispatch of the Grammer personnel, to park and turn off the engine in the designated area, and wait for the goods to be delivered when they are available at the ports.
- 未签订时间窗协议的供应商，车辆进入仓库或厂区停车场后，须严格服从格拉默工作人员的调度安排，在指定区域停车熄火，等待到道口空闲后送货。  
The supplier who has not signed a time window agreement must strictly comply with the scheduling arrangements of the Grammer personnel when their vehicles enter the warehouse or plant parking lot. They must park and turn off the engine in the designated area and wait for the goods to be delivered when they are available at the ports.

- 对于屡次不遵守时间窗的供应商，格拉默将进行索赔并有权单方调整时间窗。  
For the supplier who repeatedly fails to comply with the time window, Grammer shall make a claim and shall have the right to unilaterally adjust the time window.
- 收货点将在规定的时间内完成收货作业。  
The receiving operation shall be completed at the receiving place within the specified time.

## 6.2 收货要求

### Requirements for Receipt

- 供应商应按格拉默零件要货计划准时、保质、保量将零件送达格拉默指定的收货点。  
The supplier shall deliver the parts to the designated receiving place of Grammer on time, with good quality and quantity in line with the Grammer parts procurement plan.
- 供应商每次交付需随货同行附上格拉默统一规定的《供应商送货单》(一式三联及以上)、格拉默质量要求的检验报告。  
The supplier is required to attach the "Supplier Delivery Note" (in triplicate or more) and the quality inspection report required by Grammer along with each delivery.
- 供应商货到格拉默后先将产品送到收货区，并通知格拉默仓库收货。  
After arrival, the supplier shall first deliver the products to the receiving area and notify the Grammer warehouse to receive them.
- 排序及配送上线物料由供应商配送至格拉默生产线边指定位置，供应商负责将空容器返回，送至生产线边物料无需送货单及检验报告，但必须有物料标示。  
The released materials shall be sorted and distributed by the supplier to the designated location on the Grammer production line. The supplier shall be responsible for returning the empty containers. Materials sent to the production line shall not be attached with delivery note or inspection report, but must have material labeling.
- 格拉默库房在收到货物及单据后必须马上对照供应商送货单进行清点。库房对数量进行签收确认，送货单返回供应商交货人。  
After receiving the goods and documents, the Grammer warehouse must immediately check them according to the supplier delivery note. The warehouse confirms receipt of the quantity and returns the delivery note to the delivery personnel of the supplier.
- 格拉默若对收到供应商货物的数量、品种、到货时间有异议，需立刻通知供应商相关负责人。供应商必须在当日作出回复，否则视同接受格拉默提出的不符点。供应商在《供应商送货单》上做实际收货处理以便以后查询和追索。  
If Grammer has any objections to the quantity, variety or delivery time of the goods received from the supplier, Grammer shall immediately notify the relevant responsible person of the supplier. The supplier must provide a response on the same day, otherwise it shall be considered as accepting the non-conformity raised by Grammer. The supplier shall perform actual receipt

on the "Supplier Delivery Note" for future reference and claim.

- 针对格拉默在生产过程中发现包装实际数量与来货时包装上所贴标签数量不符，格拉默将对前 20 个工作日内的收货总数按照发现的差异比例计算汇总的差异数量，并通过电子邮件将相应清单（产品代码及数量等）发送给供应商。供应商需在三个工作日内作出回复，否则供应商视为格拉默提出的差异数量无异议，同时格拉默库房将此差异数量在系统中作扣帐处理。

In response to the discovery by Grammer during the production process that the actual quantity of packaging is inconsistent with the quantity labeled on the packaging at the time of arrival, Grammer shall calculate and summarize the difference quantity based on the discovered difference ratio for the total received goods in the first twenty (20) working days, and send the corresponding list (product code and quantity) to the supplier via email. The supplier is required to provide a response within three (3) working days, otherwise it shall be deemed that no objection to the discrepancy quantity proposed by Grammer, and the Grammer warehouse shall make deduction corresponding to such discrepancy quantity in the system.

## 6.3 物权转移

### Transfer of Ownership

供应商应将合同货物运至格拉默指定的收货点（包括货交格拉默指定物流服务商的情况），交货一律以格拉默收货为准，该收货日期亦应视为交货日期。

The supplier shall transport the contracted goods to the designated receiving place specified by Grammer (including delivery to the designated logistics service provider of Grammer). The goods shall be deemed to have been delivered upon the receipt of Grammer. The date of receipt shall also be considered as the delivery date.

## 7. 零件结算

### Settlement of Parts

#### 7.1 结算方式

#### Settlement Method

■  到货记账结算

##### Settlement upon arrival and accounting

- 供应商依照格拉默的要货订单、送货清单将货物送到格拉默指定的送货地点，格拉默在确定的时间及指定的收货点进行收货。

The supplier shall deliver the goods to the designated delivery location specified by Grammer in accordance with Grammer's purchase order and delivery list, and Grammer shall receive the goods at the designated time and receiving place.

- 格拉默有权拒绝超交，有权处罚少交，以至追溯供应商导致格拉默的一切损失。  
Grammer shall have the right to refuse the excess delivery, punish insufficient delivery, and even trace all losses caused by the supplier to Grammer.

- 格拉默依照供应商的实际送货进行双方收货签认（供应商代理运输公司签认，也视为供应商代表有效），作为今后结帐、对帐、查帐的依据。

Grammer shall sign and confirm the receipt of goods by both parties based on the actual delivery by the supplier (the signing by the supplier's transport agent is also considered valid as the supplier's representative), as the basis for future settlement, reconciliation and auditing.

- 格拉默在规定的个工作日内进行 SAP 系统收货（SAP 系统未上之前记录手工台账）。  
Grammer shall receive the goods from the SAP system within the designated working days (manually recorded in the SAP system before it is uploaded).

■  下线结算

##### Offline settlement

- 排序及配料上线物料，月底实际的结算方式按照格拉默 SAP 系统实际下线数量结算，

供应商有权来工厂核实相关数据。

For sorting and batching of online materials, the actual settlement at the end of month shall be subject to actual offline quantity in the Grammer SAP system. The supplier shall have the right to verify the relevant data at the plant.

- 格拉默需要在月结后四个工作日内将下线数量通报给供应商，以便供应商根据对账单及时开票。

Grammer needs to report the offline quantity to the supplier within four (4) working days after the monthly end, so that the supplier can issue invoices in a timely manner based on the statement.

## ■ □ 上线结算

### Online settlement

- 供应商根据格拉默 SAP 系统传输的电子看板，进行备料准备，物料直接送货至格拉默生产线边或者物流仓库。

The supplier shall prepare materials based on the electronic Kanban transmitted by the Grammer SAP system, and deliver the materials directly to the Grammer production line or logistics warehouse.

- 上线结算适用于整托或整架看板拉动送货，格拉默执行扫描实物收货，月底实际的结算方式按照格拉默 SAP 系统实际上线扫描数量结算，供应商有权来格拉默工厂核实相关数据。

Online settlement is applicable for whole pallets or whole Kanban delivery. Grammer performs the scanning of physical goods for receipt. The actual settlement at the end of month is subject to actual number of scans online in the Grammer SAP system. The supplier shall have the right to verify relevant data at the Grammer plant.

## 7.2 对账

### Reconciliation

- 供应商在交货时须附带格拉默标准格式的《供应商送货单》。经过格拉默指定仓库工作人员签收的送货单是向格拉默要求付款的依据。

The supplier must attach the "Supplier Delivery Note" in the Grammer standard format when delivering. The delivery note signed by the warehouse personnel designated by Grammer is regarded as the basis for requesting payment from Grammer.

- 双方约定每月对账时间为 10 号至 25 号，对账周期为上月的 26 号至本月的 25 号为一个月，供应商需将上个月的发货整理成对账单给格拉默物流进行数量核对。



Both parties agree that the monthly reconciliation is made from the 10th day to the 25th day every month, and the reconciliation cycle is one (1) month from the 26th day of previous month to the 25th day of current month. The supplier needs to compile the shipment data of previous month into a reconciliation statement and submit it to Grammer logistics department for quantity verification.

- 供应商在收到对账单后 4-5 个工作日内将包含格拉默物流部门签字版的对账单，核对无误后据此开据发票。
- Within four (4) - five (5) working days after receiving the statement, the supplier shall verify the accuracy of statement signed by the Grammer logistics department, and after verifying its accuracy, and then issue an invoice on this basis.
- 在对账过程中发现差异，供应商在收到对账单后 1 日内向格拉默提出。如果在规定时间内未提出，视为供应商无异议，26 日起三个工作日内供应商仍未提供对账单，格拉默有权延期对账结算。

In case of any discrepancies in the reconciliation process, the supplier shall report to Grammer within one (1) day of receiving the statement. If no objection is raised within the specified time, it shall be deemed that the supplier has no objection. If the supplier fails to provide a statement within three (3) working days from the 26th day of month, Grammer shall have the right to postpone the reconciliation and settlement.

- 发票、盖章后的对帐单在 20 日前寄给格拉默的财务人员即可按合同规定支付货款，若出现发票延迟，格拉默有权延期付款。

For the invoice and stamped statement are sent to the finance personnel of Grammer before the 20th day of month, the payment of goods can be made according to the contract. If any delay in the invoice, Grammer shall have the right to postpone payment.

## 8. 产能调查及信息反馈

### Capacity Survey and Information Feedback

#### 8.1 年度产能调查

##### Annual Capacity Survey

- 格拉默物流部门将根据客户年度生产预测计划，制定下一年度详细到每月的滚动计划预测，并通过邮件发布，同时启动下年度供应商产能调查。

The Grammer logistics department shall develop a detailed monthly rolling plan prediction for the next year based on the customer's annual production prediction plan, and release it via email, and meanwhile initiate a supplier capacity survey for the next year.

- 供应商应根据格拉默提供的下一年度滚动计划预测对自身下一年度的零件供货能力进行合理分析，并按要求给予书面反馈。

The supplier shall conduct a reasonable analysis of their parts supply capacity for the next year based on the rolling plan prediction provided by Grammer, and provide the written feedback as required.

- 收到格拉默产能调查后，供应商应完成以下工作：

After receiving the Grammer production capacity survey, the supplier shall complete the following tasks:

- 1) 完整、规范地按表中所列需求填写产能调查表。

Complete and standardize the capacity survey form according to the requirements listed in the table.

- 2) 在规定的时间内完成反馈。

Complete the feedback within the specified time.

- 3) 分别以电子文档形式及总经理签署的硬拷贝形式提交反馈。

Submit the feedback in electronic document format and hard copy format signed by the general manager.

- 4) 向格拉默产能调查团队提供完全的合作，准备产能增加措施。

Fully support the Grammer production capacity survey team and develop the measures to increase production capacity.

- 5) 完成与产能调查程序相关的其他任务。

Complete other tasks related to capacity survey procedures.

- 一旦格拉默更新国产化计划及滚动计划，供应商须重新分析自身产能。

Once Grammer updates its localization plan and rolling plan, the supplier must reanalyze its own production capacity.

- 供应商应对产能调查工作给予高度重视，并指定专门人员负责完成产能调查文件。供应商联系人员须熟悉企业自身零件制造流程。

The supplier shall attach great importance to capacity survey and designate the dedicated personnel to complete the capacity survey documents. The supplier contact person must be familiar with the company's own parts manufacturing process.

## 8.2 生产计划调整产能调查

### Production Plan Adjustment Capacity Survey

- 受客户需求波动影响，格拉默的生产计划预测将会有所调整。格拉默物流部门会不定期通过邮件等形式发布相关计划调整产能调查通知。

Due to fluctuations in customer demand, the Grammer production plan prediction shall be adjusted. The Grammer logistics department shall periodically release relevant plan adjustment capacity survey notices through email and other forms.

- 收到格拉默产能调查后，供应商应完成以下工作：

After receiving the Grammer production capacity survey, the supplier shall complete the following tasks:

- 1) 完整、规范地按表中所列需求填写产能调查表。

Complete and standardize the capacity survey form according to the requirements listed in the table.

- 2) 在规定的时间内完成反馈。

Complete the feedback within the specified time.

- 3) 分别以电子文档形式及总经理签署的硬拷贝形式提交反馈。

Submit the feedback in electronic document format and hard copy format signed by the general manager.

- 4) 向格拉默产能调查团队提供完全的合作，准备产能增加措施。

Fully support the Grammer production capacity survey team and develop the measures to increase production capacity.

- 5) 完成与产能调查程序相关的其他任务。

Complete other tasks related to capacity survey procedures.

- 供应商应对产能调查工作给予高度重视，并安排适当的人员完成产能调查文件。供应商联系人员须熟悉企业自身零件制造流程。

The supplier shall attach great importance to capacity survey and designate the dedicated personnel to complete the production capacity survey documents. The supplier contact person must be familiar with the company's own parts manufacturing process.

## 8.3 产能不足零件的反馈报告

### Feedback Report on Parts with Insufficient Production Capacity

对于在年度产能调查或计划调整产能调查中发现的产能不足的零件，供应商须立即向格拉默配套计划管理部门书面报告，并提供以下信息：

For parts found to have insufficient production capacity during the annual production capacity survey or planned adjustment production capacity survey, the supplier must immediately report in writing to the Grammer supporting plan management department and provide the following information:

- 目前供给格拉默的每日/周/月/年产能  
Current daily/weekly/monthly/annual production capacity supplied to Grammer
- 产能不足的原因  
Reasons for insufficient production capacity
- 产能提升计划  
Production capacity enhancement plan
- 满足确认订单的计划  
Plan of meeting the confirmed orders
- 成本提升产生的任何额外费用  
Any additional expenses incurred due to cost increases

## 8.4 新件能力调查表

### New Parts Capability Survey Form

为确保新车型项目、技术更改以及进口转国产化的新零件供应商的起步供货能完全满足格拉默的起步生产需求，格拉默物料部门将对所有新零件做起步能力调查。

To ensure that the initial supply of new vehicle model projects, technological changes, and new parts supplier who transfers from import to localization can fully meet the initial production needs of Grammer, the Grammer materials department shall conduct the initial capability survey on all new parts.

- 收到格拉默国产新零件做起步能力调查后，供应商应完成以下工作：  
After receiving the initial capability survey of new domestically produced parts from Grammer, the supplier shall complete the following tasks:
  - 1) 供应商须根据格拉默的要求，及时填写并反馈新件的供货能力调查表。  
The supplier must promptly fill out and provide feedback on the supply capacity survey form for new parts as required by Grammer.
  - 2) 完整、规范地按表中所列需求填写产能调查表。  
Complete and standardize the capacity survey form according to the requirements listed in the table.
  - 3) 在 5 个工作日内完成反馈。  
Complete the feedback within five (5) working days.
  - 4) 对瓶颈零件另附一份文件说明：短缺数量、发生日期、生产流程、短期及长期措施。

Attach another document explaining the shortage quantity, occurrence date, production process, and short-term and long-term measures for bottleneck parts.

- 5) 分别以电子文档形式及主管签署的硬拷贝形式提交反馈。

Submit the feedback in electronic document format and in hard copy format signed by the supervisor.

- 6) 完成与新件能力调查相关的其他任务。

Complete other tasks related to new parts capability survey.

- 供应商应对新件能力调查给予高度重视，并安排适当的人员完成新件能力调查。供应商联系人员须熟悉企业自身零件制造流程。

The supplier shall attach great importance to the survey of new parts capability and arrange appropriate personnel to complete the survey. The supplier contact person must be familiar with the company's own parts manufacturing process.

## 8.5 信息反馈

### Information Feedback

除产能调查信息外，格拉默将不定期通过邮件发布各种重要通知、信息及调查，供应商须在阅读后根据相关规定执行或及时给予书面反馈。

In addition to production capacity survey information, Grammer shall periodically issue various important notices, information and surveys via email. The supplier must comply with relevant regulations or provide written feedback in a timely manner after reading them.

## 9.技术更改及车型项目

### Technical Upgrading and Vehicle Model Projects

#### 9.1 定义

##### Definition

- 技术更改：对现有车型进行零件层面、配置层面和零件供货方式等的更改。零件范围明确，投产时间通常无限定。技术更改会导致涉及的供应商所提供的零件种类、需求量发生变化。

Technical upgrading: It refers to changes to existing vehicle models in terms of parts, configuration and parts supply method. The scope of parts is clear, and the production time is usually unlimited. Technical upgrading can lead to changes in the types of parts and demand provided by the supplier involved.

- 车型项目: 是指格拉默立项的全新车型或对现有车型进行零件层面及配置层面的大范围更改。零件范围明确, 投产时间有限定。主要包括: 全新车型投产、现有车型改型、客户相关的更改申请打包实施。项目会导致涉及的供应商所提供的零件种类、需求量发生大范围变化。

Vehicle model project: It refers to a brand new model approved by Grammer or a large-scale modification of existing models in terms of parts and configuration. The scope of parts is clear, and the production time is limited. This mainly includes: production of new vehicle models, modification of existing vehicle models, packaging and implementation of customer-related change requests. The project may result in significant changes in the types and demand of parts provided by the supplier involved.

## 9.2 技术更改

### Technical Upgrading

技术更改要求包括: 信息及内容的传递、老零件的物料断点的控制、新老零件切换的节点控制、呆滞盘点和控制。

Technical upgrading requirements include: transmission of information and content, control of material breakpoints for old parts, node control for switching between new and old parts, and inventory and control of obsolete parts.

#### 9.2.1 信息及内容的传递

### Transmission of Information and Content

供应商必须指定专职人员保持与格拉默物流技术更改负责人对零件的技术更改信息进行沟通。

The supplier must designate the dedicated personnel to maintain communication with the responsible technical upgrading person of Grammer logistics department regarding the technical upgrading information of the parts.

## 9.2.2 老零件的物料断点的控制

### Control of Material Breakpoints for Old Parts

如果批量供货零件发生状态更改，供应商须提前 16 周告知零件切换信息。如果因任何原因不能持续供货，供应商须提前 4 周通知格拉默老零件消耗完的日期。

In case of a change in the status of bulk supplied parts, the supplier must publish the part switching information in sixteen (16) weeks in advance. If the supply cannot continue for any reason, the supplier must notify Grammer in four (4) weeks in advance of the date when the old parts are consumed.

## 9.2.3 新老零件切换的节点控制

### Node Control for Switching Between New and Old Parts

在新状态零件未完成全部的认可手续前，供应商不得擅自停止老零件的供货，不得擅自更改零件供货状态。在新零件尚未完成认可的情况下，供应商自行进行零件状态切换，并导致格拉默正常生产受到影响，由此产生的全部经济损失应当由供应商承担。

The supplier is not allowed to arbitrarily stop the supply of old parts or change the supply status of parts without completing all approval procedures for new parts. In the case where the new parts have not yet been approved, the supplier switches the part status on its own that affects the normal production of Grammer, all economic losses arising thereof shall be borne by the supplier.

■ 新状态零件完成相关的认可手续后，由格拉默技术更改主管工程师统一安排零件切换。  
After completing the relevant approval procedures for the new parts, the Grammer technical upgrading supervising engineer shall arrange for the parts to switch uniformly.

■ 供应商应避免在中班和夜班进行零件切换。对于预计将在中班和夜班进行切换的情况请尽早通知格拉默技术更改主管工程师，以安排切换陪伴或者用合理切换方式。

The supplier shall avoid switching parts during middle and night shifts. The Grammer technical upgrading supervising engineer shall be informed of any expectation for switching between middle and night shifts as soon as possible to arrange for switching companions or use a reasonable switching method.

■ 对于涉及 JIS 排序或电器检测零件，需要密切联系，供应商须及时把首台车号/零件号报给格拉默技术更改主管工程师和车间现场当班的物流相关人员。

For parts involving JIS sorting or electrical testing, the close contact is required, and the supplier must promptly report the first vehicle/part number to the Grammer technical upgrading supervising engineer and logistics personnel on duty in the workshop.

注意：由于各种原因，部分主机厂的技术更改没有或者没有及时地传递给格拉默。在此

情况下，如果供应商通过 SKD 方式进口的总成或散件发生了任何表面的或内在的变化，且供应商也没有从格拉默得到过有关的技术更改通知，应立即通知格拉默技术更改主管工程师，以便及时做出应对方案。由于供应商的缓报、瞒报而导致其零件供应出现问题并影响到格拉默的生产，其损失由供应商承担。

Note: Due to various reasons, some of technical upgrading made by the host plants are not delivered or timely transmitted to Grammer. In this case, if any surface or internal changes to the assembly or parts imported by the supplier through SKD, and the supplier has not received any relevant technical upgrading notice from Grammer, the Grammer technical upgrading supervising engineer shall be notified immediately to make timely response plans. If the parts supply fault occurs and the production of Grammer is affected due to delayed or concealed reporting by the supplier, all losses incurred thereof shall be borne by the supplier.

#### 9.2.4 呆滞盘点和控制

### Inventory and Control of Obsolete Parts

- 针对格拉默技术更改引起的更改切换，供应商须：

For the change switching caused by technical upgrading in Grammer, the supplier must:

- 1) 配合因格拉默技术更改引起的未消耗的老零件的盘点和配平，并按格拉默的要求生产足够的老状态零件后才可切换生产新状态零件。

Support the inventory and balancing of unused old parts caused by technical upgrading in Grammer, and produce sufficient old parts as required by Grammer before switching to production of new parts.

- 2) 在遇到不可抗因素不能满足格拉默的零件需求情况下，及时向格拉默供应部门及物流部门相关负责人通报，主动寻找措施规避和降低风险。

In case of uncontrollable factors that cannot meet the parts requirements of Grammer, timely report to the relevant responsible persons of Grammer supply department and logistics department, and actively seek measures to avoid and reduce risks.

- 针对 EOP 项目涉及的取消件，供应商须：

For the cancelled parts involved in the EOP project, the supplier must:

- 1) 密切关注 EDI-WEB/邮件发布的车型、配置 EOP 的项目信息，如有任何疑问，须及时与 EOP 相关负责人或配套计划员进行信息的确认。

Pay close attention to the vehicle models and EOP configuration project information released by EDI-WEB/email, and in case of any questions, confirm the information with the relevant EOP responsible person or supporting planners in a timely manner.

- 2) 指定专门的项目负责人，与格拉默物流部门 EOP 项目负责人对口，了解并明确相关零件的 EOP 节点和剩余需求，负责配合格拉默进行该 EOP 项目的盘点工作，向



内传递剩余零件需求，合理安排零件的后续散件、原材料、代理进口零件订货和生产，并对盘点差异数据进行解释。

Designate a dedicated project leader to communicate with the EOP project leader of the Grammer logistics department, understand and clarify the EOP nodes and remaining requirements of relevant parts, support Grammer for inventory of the EOP project, transmit the remaining part requirements internally, reasonably arrange the ordering and production of subsequent components, raw materials and imported parts through agents, and explain the inventory difference data.

## 10. 异常状态处理

### Disposal of Abnormalities

#### 10.1 交货问题报告及物料短缺报警

##### Delivery Problem Report and Material Shortage Alarm

- 供应商应向格拉默及时通报任何可能影响交货计划或需求预测完成的事件。  
The supplier shall promptly notify Grammer of any events that may affect delivery schedule or demand prediction completion.
- 以下列出可能（但不仅限于）的潜在风险：供应商原材料散件问题、生产能力问题、设备问题、零件质量问题、零件断点问题、运输问题、IT 系统问题等。  
Specify the possible (but not limited to) potential risks below: raw material components of supplier, production capacity, apparatus, part quality, part breakpoint, transport, IT system, etc.
- 报警模式：电话形式通知格拉默配套计划员，并向格拉默供应部门与物流部门同步提供书面正式邮件，并及时更新最新状态。  
Alarm mode: Notify the Grammer supporting planner by phone and provide a written formal email to the Grammer supply and logistics departments simultaneously, and update the latest status in a timely manner.
- 供应商须指定专人负责该报警信息的输出及更新，直至该次报警彻底解除。  
The supplier must designate a dedicated person to take charge of output and update of alarm information until the alarm is completely resolved.
- 在报警事件解决之后，供应商须在 2 周之内向格拉默供应部门与物流部门提供书面分析报告。

After the alarm incident is resolved, the supplier must provide a written analysis report to the Grammer supply and logistics departments within two (2) weeks.

■ 供应商应严格执行五级报警流程中的要求:

The supplier shall strictly follow the requirements of the five-level alarm process:

- 1) 一级报警 - 产能报警: 供应商因生产能力无法满足长期计划而报警  
1) Level 1 alarm - Capacity alarm: The supplier alarms due to inability to meet long-term plans in production capacity
  - ◆ 供应商应至少提前 1 个月向格拉默配套计划员发起正式书面报警  
The supplier shall initiate a formal written alarm to the Grammer supporting planner at least one (1) month in advance
- 2) 二级报警 - 交货报警: 供应商因短期生产计划或突发时间 (如供应商生产设备故障、二级供应商供货延迟等) 无法满足要求的交货时间和交货数量而报警  
Level 2 alarm - Delivery alarm: The supplier alarms due to short-term production plan or unexpected time (such as supplier production apparatus failure, secondary supplier supply delay) that cannot meet the required delivery time and quantity
  - ◆ 供应商应提前 1 周向格拉默配套计划员发起正式书面报警  
The supplier shall send a formal written alarm to the Grammer supporting planner one (1) week in advance
- 3) 三级报警- 承运商报警:  
Level 3 alarm - Carrier alarm:  
供应商的承运商或格拉默指定承运商取货时发现装运差异或者可预见无法在规定窗口时间交货  
When the carrier of the supplier or the designated carrier of Grammer picks up the goods, a shipping discrepancy is found or it is foreseeable that the delivery cannot be made within the specified time window
  - ◆ 承运商应第一时间向格拉默配套计划员发起正式书面报警  
The carrier shall initiate a formal written alarm to the Grammer supporting planner as soon as possible
- 4) 四级报警 - 仓库报警: 格拉默仓库未在货物接收窗口时间接收到货物、仓库库存低于设定的最低库存或者仓库存储零件发生生锈、磕碰或受潮等批量质量问题, 仓库需及时报警。  
Level 4 alarm - Warehouse alarm: Grammer warehouse needs to raise an alarm in a timely manner if the warehouse fails to receive the goods within the receiving time window, the warehouse inventory is lower than the set minimum inventory, or there are batch quality problems such as rust, collision or moisture in the stored parts.
- 5) 五级报警 - 现场报警: 格拉默生产无法从仓库拉动到物料或现场物料低于最低存储标准是, 现场需向物料计划人员报警。

Level 5 alarm - On-site alarm: If Grammer production is unable to pull materials from the warehouse or if the on-site materials fail to reach the minimum storage standard, an alarm must be raised to the material planner on site.

## 10.2 收货时异常情况处理

### Disposal of Abnormalities during Receipt

- 对于送货时有如下包装异常状态的，格拉默将帮助供应商完成必要的维修、清洁、标识等工作并向供应商收取所须的基本费用，费用标准按协议条款 12.1 规定执行：

In case of any of the following packaging abnormalities during delivery, Grammer shall assist the supplier in completing necessary maintenance, cleaning, labeling and other work, and charge the necessary basic fees from the supplier according to Article 12.1 of this Agreement:

- ◆ 包装损坏、生锈

Packaging damage and rusting

- ◆ 包装不洁，有油污、灰尘等

Unclean packaging with oil stains, dust, etc.

- ◆ 包装未清除过期标识

Expired labels on packaging that are not removed

- ◆ 包装标识不齐全、标识不符合要求、未标识在规定的有效位置

Incomplete or unqualified packaging labels, or failure to being marked in the designated effective position

- 对于供应商没有按《格拉默工厂物流包装技术手册》的要求进行送货的，必要时格拉默有权采取强制措施，如强制翻箱、强制报废、条形码补打、单据暂扣、退货等，并对责任方按第 12 条规定进行索赔。

If the supplier fails to deliver the goods as required by the "Grammer Plant Logistics Packaging Technology Manual", the Grammer shall have the right to take compulsory measures if necessary, such as forced unstuffing, forced scrapping, barcode printing, temporary withholding of documents and returns, and to claim compensation from the responsible party according to Article 12 herein.

- 如返还供应商的可回收空容器不符格拉默包装使用状态，则由供应商与格拉默协商解决。

If the recyclable empty container returned to the supplier is inconsistent with the requirements of qualified packaging of Grammer, the supplier shall negotiate with Grammer for solution.

- 由于供应商原因产生的零件质量问题，在零件收货过程中需要格拉默委派物流服务商对零件质量进行批量检查，由此产生相关额外操作费用和人员费用应由供应商支付。

Due to quality issues with the parts caused by the supplier, during the process of receiving the parts, Grammer needs to appoint a logistics service provider to conduct batch inspections on

the quality of the parts. Any additional operational and personnel costs incurred as a result shall be borne by the supplier.

### 10.3 不良品处理

#### Disposal of Defective Products

- 若来料时质检判定为不良品，供应商必须配合质量部门立即进行处理，在规定时间内将货补齐。

If the incoming material is defective in the quality inspection, the supplier must support the quality department to dispose of it immediately and supplement the goods within the specified time.

- 供应商必须在规定时间内将不良品退走，否则格拉默作为废品处理。

The supplier must return the defective products within the specified time, otherwise Grammer shall treat them as scrap.

- 关于零件质量问题的疑义处理，按供应商与格拉默质量部门签订的质量协议执行。

Any doubts regarding the quality of parts shall be subject to the quality agreement signed between the supplier and the Grammer quality department.

### 10.4 紧急拉动

#### Emergency Movement

- 供应商须响应格拉默在非窗口时间下的紧急拉动，接到格拉默的紧急拉动要求后，供应商须立即安排紧急送货（供应商自运）或具备零件备取能力（格拉默指定物流服务商承运）。

The supplier must respond to Grammer's emergency movement requests outside of the time window. Upon receiving Grammer's emergency movement requests, the supplier must immediately arrange for emergency delivery (transport by the supplier) or have the ability to prepare and take parts (transport by logistics service providers designated by Grammer).

- 供应商须无条件接受格拉默紧急送货需求，如涉及供应商成本费用的增加，由双方协商解决。

The supplier must unconditionally accept urgent delivery requests from Grammer. Any increase in supplier costs shall be negotiated and resolved by both parties.

#### 供应商自运

#### Transport by Supplier

- 供应商承运送货人员须有手机以备联系。  
The supplier personnel transporting the goods must have a mobile phone for easy communication.
- 供应商须提供货物的准确数量、出运时间、承运送货人员的手机号码和估计到达时间。  
The supplier must provide the accurate quantity of goods, shipping time, mobile phone number of transport personnel, and estimated arrival time.
- 一旦紧急拉动物料到达指定地点，供应商应及时通知格拉默配套计划员。  
Once the materials are urgently moved to the designated location, the supplier shall promptly notify the Grammer supporting planner.

### 格拉默指定物流服务商承运

#### Transport by Designated Logistics Service Provider of Grammer

- 供应商须立即安排人员到位，在格拉默指定物流服务商到达前具备充分的零件备取能力（仓储管理人员、符合资质的操作人员、装卸物料的装备）。  
The supplier must immediately arrange personnel in place who have sufficient capabilities of parts preparation and pickup (warehouse management personnel, qualified operators, apparatus for loading and unloading materials) before the designated logistics service provider of Grammer arrives.
- 如格拉默指定物流服务商无法在格拉默要求的响应时间内完成本次紧急拉动计划送货要求，供应商须接受格拉默的要求具备自行送货的能力。  
If the designated logistics service provider of Grammer is unable to complete the delivery requirements of this emergency movement plan within the response time requested by Grammer, the supplier must accept the requests of Grammer and have the ability to deliver goods on its own.

## 10.5 紧急预案

### Emergency Plan

供应商须考虑其各个环节可能发生的将影响供货正常完成的因素，并对整个交货过程的各个环节（例如：系统有效性、运输过程等）制定紧急预案，确保一旦出现紧急情况，仍能确保格拉默的生产需求。

The supplier must consider the factors that may affect the normal completion of supply at each stage, and develop the emergency plans for each stage of the entire delivery process (such as system effectiveness, transport process,) to ensure that the production needs of Grammer can still be met in the event of an emergency.

## 11. 供应商物流绩效考核

### Supplier Logistics Performance Evaluation

格拉默物流部门将从订单交付、交货安全、包装标签、沟通与合作等方面对供应商进行月度绩效考核（详见《格拉默供应商绩效考核标准》），并要求重点问题供应商进行整改。供应商应制定相应的整改计划，格拉默将根据整改计划对供应商物流绩效进行定期回顾。供应商绩效考核升级如下：

The Grammer logistics department shall conduct the monthly performance evaluations on the supplier in terms of order delivery, delivery safety, packaging labeling, communication and cooperation (refer to the "Grammer Supplier Performance Evaluation Standards" for details), and require the supplier to make corrections on key problems. The supplier shall develop the corresponding rectification plans, and Grammer shall regularly review the supplier logistics performance based on the rectification plans. The supplier performance evaluation upgrading is specified as follows:

上升等级 Upgrading Level	上升条件 Upgrading Conditions	上升要求 Upgrading Requirements	提交文件 Submitted Documents	整改时间 Rectification Period
L1	月度绩效排名倒数前三名 Top three from the bottom in monthly performance ranking	供应商物流经理来厂汇报 The logistics manager of the supplier reports in the plant	8D 报告 8D report	1 个月 1 month
L2	连续 2 个月月度绩效排名倒数前三名 Top three from the bottom in monthly performance ranking for two (2) consecutive months	供应商总经理来厂汇报 The general manager of the supplier reports in the plant	8D 报告 8D report	3 个月 3 months
L3	连续 3 个月月度绩效排名倒数前三名 Top three from the bottom in monthly performance ranking for three (3) consecutive months	工厂上升采购部门申请供应商新零件定点 The upgrading procurement department of the plant applies for new parts designation of supplier	暂停支付货款 Suspension of payment for goods	/

## 12. 索赔条款

### Claims

#### 12.1 零件包装不符合格拉默要求的索赔费用条款

#### Claims for Parts Packaging that is Inconsistent with Requirements of Grammer

对于协议 10.2 条提到的送货包装异常状态所产生的格拉默额外服务，按如下标准收取费用。若以下标准不足以抵消格拉默的实际损失及人工工时费的，供应商需向格拉默补足相应损失差额。

For additional services generated by abnormal delivery packaging mentioned in Article 10.2 of this Agreement, the relevant fees shall be charged according to the following standards. If the following standards are insufficient to offset the actual losses and labor costs of Grammer, the supplier shall supplement the corresponding loss difference to Grammer.

包装维修费 Packaging maintenance fee	油漆 Painting	80RMB/只 RMB80/Piece	
	修理 Repair	整形 Shaping	50RMB/只 RMB50/Piece
		局部修理 Partial repair	140RMB/只 RMB140/Piece
包装标识费 Packaging labeling fee	清除 Cleaning	5RMB/条	
	制作+粘贴 Making + affixing	10RMB/条 RMB10/Piece	
包装清洁费 Packaging cleaning fee	清洗 Washing	10RMB/箱 RMB10/Box	
	擦拭 Wiping	10RMB/箱 RMB10/Box	
空包装场地费 Empty packaging venue fee		1RMB/天*平方米 RMB1/Day*m <sup>2</sup>	
超时卸货费		10RMB/次箱	

Overtime unloading fee	RMB10/Time/Box
翻箱费 Unsuffing fee	15RMB/包装 RMB15/Packaging

## 12.2 零件逾期供货或供货不足及多发、错发货的索赔费用条款

### Claims for Late or Insufficient Supply of Parts and Multiple or

### Incorrect Shipments

- 由于供应商原因造成的逾期供货或供货不足及多发、错发货，且未按规定及时通知格拉默物流管理部门，干扰了格拉默的工作、生产及造成格拉默停线及客户相关损失的，供应商应赔偿格拉默相应的损失。

In case of overdue or insufficient supply and multiple or incorrect shipments due to the reasons of supplier, and the supplier fails to notify the logistics management department of Grammer in a timely manner according to regulations, which interferes with Grammer's work and production, and causes Grammer's downtime and customer related losses, the supplier shall compensate Grammer for the corresponding losses.

- 停线索赔：因供应商原因造成的格拉默工厂停线，将按照格拉默工厂停线索赔标准为涉及影响的人员按照每人每小时 200 元进行核算，并增加每停线一次 5000 元管理费用；因供应商原因造成的客户停线，格拉默工厂在转嫁客户停线索赔费用的 1.5 倍同时，累加格拉默工厂的停线损失。

Claims for downtime: In case of downtime in Grammer plant due to the reasons of supplier, the fees for the affected personnel at a rate of RMB 200 per hour according to the Grammer plant's downtime claim standard as well as an additional management fee of RMB 5,000 per downtime shall be charged. In case of customer downtime due to the reasons of supplier, the Gramer plant shall charge 1.5 times the compensation cost for customer downtime, and accumulate the Gramer plant's downtime losses.

- 供应商未按格拉默配套计划部门发布的交货计划在规定的时间内完成规定数量的供货，供应商须承担由此导致的额外物流费用（紧急拉动、额外仓储），同时格拉默有权向供应商按未完成供货的金额的五处以罚款。

If the supplier fails to complete the specified quantity of supply within the specified time according to the delivery schedule issued by the Grammer supporting planning department, the supplier shall pay the additional logistics costs (emergency movement, additional warehousing) caused therefrom. Meanwhile, Grammer shall have the right to impose a fine of 0.5% of the amount of incomplete supply on the supplier.



## 12.3 零件质量问题索赔

### Claims for Component Quality

关于由零件质量问题引起的赔付，按供应商与格拉默质量部门签订的质量协议执行。

The compensation caused by quality of parts shall be subject to the quality agreement signed between the supplier and the Grammer quality department.

## 12.4 索赔费用扣除程序

### Procedure for Deducting Claim Fees

- 所有格拉默向供应商索赔、收取的费用将由具体操作部门统计后报格拉默财务部门，由财务部门在向供应商支付的费用中予以扣除。

All claims and fees collected by Grammer from the supplier shall be counted by the specific operating department and reported to Grammer finance department, and shall be deducted from the fees paid to the supplier.

- 若由于供应商的责任，经格拉默对其发出《索赔通知单》后3个工作日内仍无整改行动的，格拉默将对默认供应商认可索赔处罚，格拉默财务部门有权直接扣款。

If, due to the liability of supplier, there is still no corrective action taken within three (3) working days after Grammer issues a claim notice to them, Grammer shall recognize the claim penalty on the supplier by default, and the Grammer finance department shall have the right to directly deduct the payment.

## 13.物流体系审核

### Logistics System Audit

供应商须根据格拉默物流部门提出的物流体系审核要求，配合进行物流体系审核。对审核中发现问题，根据审核报告和整改要求，按期完成整改。

The supplier must support the logistics system audit in accordance with the logistics system audit requirements proposed by the Grammer logistics department. According to the audit report and rectification requirements, the rectification shall be completed on schedule for the problems discovered during the audit.

## 14.附录

### Appendix

附录一 《格拉默包装协议书模板》

Appendix 1: Template for Grammer Packaging Agreement



附录一  
格拉默包装协议书

附录二 《格拉默工厂物流包装技术手册》

Appendix 2: Grammer Plant Logistics Packaging Technology Manual



附录二  
格拉默工厂物流包装

附录三 《格拉默供应商绩效考核标准》

Appendix 3: Performance Evaluation Standards for Grammer Supplier



附录三  
格拉默供应商绩效

附录四 《格拉默供应商送货单》

Appendix 4: Grammer Supplier Delivery Note

附录五 《格拉默零件清单、交期、MOQ 及供货频次》

Appendix 5: Grammer Parts List, Delivery Time, MOQ, and Supply Frequency

<b>Customer (需求方)</b>	<b>Supplier (供货方)</b>
Name: 名称:	Name: 名称:
ADD: 地址:	ADD: 地址:
负责人: Responsible Person:	负责人: Responsible Person:
邮编: Postal Code:	邮编: Postal Code:
电话:                      传真: Tel:                         Fax:	电话:                      传真: Tel:                         Fax:
签字盖章: Signature and Stamp:  <hr/> 姓名 Name: 职务 Position:	签字盖章: Signature and Stamp:  <hr/> 姓名 Name: 职务 Position: