

七、重庆康明斯发动机有限公司 康明斯(中国)投资有限公司 全球范围产品保修服务支持委托协议

The Agreement of Worldwide Product Warranty Support Between CCEC and CCI

委托方：重庆康明斯发动机有限公司（简称：CCEC）

受委托方：康明斯(中国)投资有限公司（简称：CCI）

Party:Chongqing Cummins Engine Company, Ltd.(For short:CCEC)

Party:Cummins (China) Investment Company, Ltd.(For short: CCI)

为了更好地做好重庆康明斯产品的全球保修服务工作，CCEC 与 CCI 达成东亚地区以外（东亚区包括中国大陆、香港、台湾、澳门和外蒙古）产品保修委托协议。

In order to improve the worldwide service support for CCEC product, CCEC and CCI have the following agreement to facilitate the warranty on products outside of the East Asia region(East Asia region includes mainland China, Hong Kong, Taiwan, Macau and Mongolia).

1、 委托内容和适用范围 Content and scope of entrustment

1.1 CCEC 委托 CCI 协调康明斯全球服务网络，为出口到东亚区域以外的 CCEC 出口产品（包括随主机厂设备出口的发动机）提供保修服务支持，包括用户技术支持和培训、服务零件分销、保修范围内故障诊断和责任判定、保修服务等。

For the CCEC product (including the engines installed in OEM equipment) exported outside of the East Asia region, CCEC entrust CCI to coordinate Cummins worldwide service network to provide warranty service support, including customer technical support and training, service parts distribution, troubleshooting and responsibility judgment within warranty coverage, warranty service, etc.

1.2 CCEC 授权 CCI 协调康明斯全球服务网络，为出口到东亚区域以外的 CCEC 出口产品提供保修理赔服务（包括随主机厂

设备出口的发动机), 其中金额在 5,000 美元以上的理赔申请, 须同时提交产品重大故障分析报告 (Product Incident Report 简称 P.I.R)。

For the CCEC products (including engines installed in OEM equipment) exported outside of the East Asia region, CCEC entrust CCI to coordinate Cummins worldwide service network to process warranty claims upon product failure. Any claim with a value exceeding \$5,000 shall be accompanied with a P.I.R.

1.3 产品保修范围及保修期的判定, 按照适用于产品使用当地的康明斯公司保修条例及保修工作手册执行。CCI 将负责将最新的康明斯公司保修条例及保修工作手册提供给 CCEC, 并确保及时提供更新的版本。

The judgments of product warranty coverage and period should conform to Cummins warranty rules and warranty work manual pertaining to the country of failure. CCI will be responsible for providing the update Cummins warranty rules and warranty work manual to CCEC and timely providing updated version.

1.4 产品保修理赔费用的计算标准, 按照适用于产品使用当地的康明斯公司保修索赔费用标准执行, 包括工时费、标准维修工时、BFC 等。CCI 将负责将最新的康明斯公司保修索赔费用标准提供给 CCEC。

The calculation of product warranty cost will conform to the Cummins standards pertaining to the country of failure, including labor rates, SRT, BFC etc. CCI will be responsible for advising CCEC of the applicable rates during the claim process.

1.5 CCEC 将向 CCI 提供产品服务需要的英文版技术文件, 该技术文件包括但不限于: 发动机性能数据单、油泵调校数据单、服务零件清单、零件图册、CCEC 专用 CPL 及 CES 清单、CCEC 国产零件和专用件互换性对照清单、产品图册等。如无特别要求, 这些文件将以电子文件方式提供。

CCEC will provide CCI with the technical documentation necessary

to service the product, this will include, but not be limited to ,Engine data sheets, Fuel system calibration data ,service parts information and BOM and special CCEC CPL or CES information, unique component identification and interchangeability comparison, component drawings in English language, electronic formats are acceptable and preferred.

1.6 CCEC 将及时向 CCI 提供 CCEC 出口发动机的用户信息,包括从主机厂获得的随主机设备出口发动机的用户信息。

CCEC will provide CCI with the customer information for exported CCEC product including engines installed in OEM equipment.

1.7 CCI 应及时将 CCEC 提供的有关维修技术文件和用户信息,转送产品使用当地的康明斯用户支持机构,并协调当地用户支持机构,按照康明斯公司的标准,实施发动机新机检查(适用时)和维修服务。

CCI should timely transmit the customer information and service documentation supplied by CEC to the affected Cummins service location and coordinate the activities to facilitate NEI (where applicable) and repair according to Cummins standards.

2、 保修理赔的运作 Operation of warranty claim

2.1 在 CCEC 产品进入康明斯全球技术管理系统 (PPIF 和 CPIF) 后,长期的保修理赔和费用支付的渠道为:用户-产品使用当地的康明斯用户支持机构-康明斯全球保修理赔管理中心—CCEC。具体支付方式由双方另行协议确定。

Longer term warranty claim process, after CCEC have fulfilled all CPIF, PPIF and other related product definition requirements would be anticipated as: Customer to Cummins international service location to WWCM, the reimbursement process would be from WWCM to the international Cummins Service location, with some form of debit to CCEC, this may be subject to some additional agreement.

2.2 在 CCEC 产品进入康明斯全球技术管理系统 (PPIF 和 CPIF) 之前,保修理赔和费用支付的渠道为:用户—产品使用当地的康

明斯用户支持机构—CCI—CCEC。

Before CCEC product integrated into the Cummins PPIF & CPIF system, the warranty claim submission and reimbursement process is:
customer – local Cummins customer support organization—CCI—CCEC

2.3 CCI 在收到产品使用当地的康明斯服务机构的理赔申请后，应在 10 个工作日内完成审核及通报国际服务机构。同时 CCI 应在另 10 个工作日内通知 CCEC 理赔决定。CCEC 在理赔申报确认后 30 日内，支付 CCI 相关保修服务费用和 CCI 需支付的相关政府税费。

CCI should review all incoming claim requests with 10 days of receipt and advise the affected service location of the claim decision. CCI should then advise CCEC within a further 10 days of claim decisions. CCEC will pay CCI the warranty expenses and relevant government tax within 30days.

2.4 保修理赔费用采用康明斯标准公式计算。

保修理赔费用=零件索赔费+维修工时费+路途补助费+交通费+其它

=国际分销价 IDN* (1+转运成本 RFC+溢价幅度 markup)
+标准维修工 SRT*工时费率+路途时间*路途工时费率+路途里程数*里程费率+其它

- IDN (国际分销/经销商价格) 适用于全球所有分销商
- 转运成本 RFC 对不同国家是不同的。当这个国家没有零件分销中心时，保修零件必须通过转运。
- 溢价幅度 Markup 对所有分销商都是一样，都按 20% 进行计算。

The warranty reimbursement are based upon Cummins international standard as following: Parts expense + Repair labor expense +Travel expense +Transport expense + Other
=IDN*(1+BFC+markup)+SRT*labor rate + Travel hrs* Travel rate + Mileage* Mileage rate + Others

- IDN (International Distributor/Dealer Price) apply to all Distributor worldwide.

- BFC are different from country to country which is paid when a parts distribution center is not operating in the country where the parts are being shipped.

- Markup is the same to all distributors (20%)

2.5 双方同意：CCI 根据本协议承担的责任，本质上协调康明斯全球服务网络，为 CCEC 在东亚区域以外出口产品提供服务和支持。双方知晓：由于国家外汇管理制度的原因，目前对于前述保修理赔偿费用的支付程序，没有明确规定双方将严格依据法律要求，在本协议原则的基础上密切合作依法确保所述费用的外汇支付。

Both parties agree that the obligations assumed by CCI hereunder is in nature to coordinate Cummins service channel worldwide to provide the service and support to CCEC export products out of East Asia region. The parties acknowledge that, the current foreign exchange regime of China does not expressly address the foreign exchange payment procedures for such warranty services. The parties will, subject to laws and regulations and on basis of principles set forth in this agreement, work closely together to secure legitimate foreign exchange payment of said warranty reimbursements.

3、服务零件 Service parts

3.1 在执行保修服务工作时，在确保质量和互换性的前提下，当地康明斯服务网络可以使用所有康明斯公司和 CCEC 认可货源和正规渠道的零件。

When implementing the warranty service, the local Cummins service channel can use all the parts from the sources and normal channels recognized by CMI and CCEC under the precondition of ensuring the quality and interchange.

3.2 当需要使用 CCEC 专用零件时,其采购渠道为:CCEC—康明斯上海零件分拨中心(CPDC)—产品使用当地的康明斯服务渠

道.CCEC 将通告 OEM,CPDC 是 CCEC 发动机服务用零件出口的唯一渠道.

When CCEC unique parts need to be used, its purchase channel is:CCEC – Cummins Shanghai part distribution center (CPDC) – local Cummins service channel. CCEC will notify all CCEC OEMS that CPDC is the only channel for the export of CCEC service parts.

3.3CCEC 专用零件的 IDN 价格及 CCEC 销售给 CPDC 的调拨价格,由康明斯东亚零件部门与 CCEC 协商确定,并在 IDN 和调拨价格之间确定一个价格计算关系.

The IDN price and the transfer price CCEC giving to CPDC for CCEC unique parts should be determined through negotiation between Cummins EA parts department and CCEC. And the price calculation between the IDN and transfer price should be identified too.

4. CCEC 与 CCI 建立联合工作小组,以协调和实施本协议。工作小组将包括 CCEC 和 CCI 售后部门负责人和参与保修理赔程度的有关人员(以工作组将是双方整个售后市场协作工作团队的组成部分)。

CCEC and CCI will establish a joint work team to coordinate and implement this agreement The work team should include the people of aftermarket departments as well as the people involved in the warranty claim process from CCEC and CCI (Include this as part of function for larger aftermarket review group).

5. 本协议签字后,CCI 将确保尽快取得康明斯全球服务机构的同意,并在签字生效后尽快以向康明斯全球服务网络发放全球保维修服务通告的方式来推动本协议的执行。

CCI will facilitate agreement with International Service Locations, as required to ensure the success of this agreement, CCI will advise all worldwide Cummins Distributors of this agreement in the form of an International Warranty Alert as soon as possible.

6. CCEC 将把本协议的有关内容书面通知其所有 OEM，所有配备重庆康明斯发动机的出口到东亚区域以外的主机设备，其发动机保修和用户支持将由康明斯在当地的网络负责。在将来与 OEM 的销售合同中，应注明仅有康明斯认可的机构才能为 OEM 装有 CCEC 发动机的设备提供出口发动机的保修支持。

CCEC should notify all CCEC OEM's of this agreement, advising that Cummins worldwide service locations will be responsible for provision of warranty support on CCEC products exported within OEM's machinery, future sales agreements should reflect that only Cummins approved locations will be capable of providing export warranty support and that the OEM advises CCEC of exported engines.

7. CCEC 应采取适当措施，确保其所有 OEM 在得到 CCI 同意前，不在其产品、产品说明、建筑物、任何宣传材料等之上，使用康明斯商标、商号或标识。CCEC 同意协助执行康明斯的品牌准则，OEM 违反康明斯品牌准则时，CCI 有权停止为其提供保修服务支持。

CCEC shall take measures to ensure all CCEC OEMs shall not put the Cummins trademarks, trade name, logos on their products, nor on their literature, building or advertising without CCI' consent. CCEC agrees to assist in enforcing Cummins brand guidelines and CCI shall have the right to cease provision of warranty service support to those OEMs.

8. 东亚区域内（包括台湾、香港、澳门和蒙古），CCEC 的产品保修服务不在本协议的范围内，继续按双方最新签订的协议执行。

CCEC product warranty service within the East Asia region including Hong Kong, Taiwan, Macau and Mongolia is not covered by this agreement and it will continuously follow the latest agreement signed

by both parties.

9. 本协议于双方授权代表签字之日起生效，有效期至 2007 年 12 月 31 日。

This agreement becomes effective when it is signed by representatives authorized by both parties and its period of validity is up to Dec. 31st,2007.

10. 本协议期满，若双方未对协议提出终止或修改意见，本协议将继续有效。

When the period of validity of this agreement expires and both parties do not raise the proposal of termination or revision to this agreement, it will continue to be effective.

11. 如果本协议和合资合同中任何条款有矛盾的地方，以合资合同为准。本协议与附件内容如有不一致的，以本协议为准。本协议文本内容以中文为准。

In the event of any contradiction between this agreement and the JV agreement the JV agreement takes precedence, this agreement also takes precedence over the appendices. The official language for this agreements is Chinese.

附件 全球 CCEC 产品保修服务支持文件包

Appendix Worldwide CCEC Engine Warranty Support Package

重庆康明斯发动机有限公司
授权代表签字：
Signature of the representative
Authorized by CCEC:

康明斯（中国）投资有限公司
授权代表签字：
Signature of the representative
Authorized by CCEC:

2007 年 月 日

2007 年 月 日