**Rayben Technologies(Zhuhai) Limited**

No.8, XiPu Road, Xinqing Industrial Park, Doumen, Zhuhai, China

2018-06-05

**Nomination Letter for project**

Dear xxx,

We are glad to announce today that xxx is nominated for the project “ ……. “ .

**A: Project data**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **HELLA**  **Part Number**  xxx.xxx-xx | **Jun 1st**  **-**  **May 31st** | **Jun 1st**  **-**  **May 31st** | **Jun 1st**  **-**  **May 31st** | **Jun 1st**  **-**  **May 31st** | **Jun 1st**  **-**  **May 31st** | **Jun 1st**  **-**  **May 31st** | **Jun 1st**  **-**  **May 31st** |
| Volume indication |  |  |  |  |  |  |  |
| Price |  |  |  |  |  |  |  |
| MOQ |  |  |  |  |  |  |  |
| Share |  |  |  |  |  |  |  |

**B: Conditions**

**1. PCB Data**

Please take the data (drawings/Gerber files) from the inquiry. The panel utilization is also already communicated.

**1.1** All technical items are confirmed within the provided Feasibility Studies.

**2. Distribution of delivery shares**

All projects will have multiple sources with defined delivery shares. The share mentioned above is set only for the first year after SOP. In the following year the share will be subject to change based on your competitiveness and our annual negotiations.

**Optional:**

Long term agreement

All projects will not be single sourced but with certain delivery shares. Xxx and Hella made a long term agreement for the part numbers. That means that the share will not be moved within the agreed time frame.

The PCB’s will have an annual price reduction of x% starting one year after SOP for the next x years. Hella reserves the right to shift the quotas if quality issues occur during the delivery time to supplier without quality issues. The prices are DDU *location* incl. packaging with the lot size mentioned above.

**3. Timeline and Pricing**

**3.1** The nominated supplier has the obligation to fulfil Hella’s timeline, starting with C-Samples, otherwise the supplier is liable for all damages independent from the Framework Supply Agreement

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Arrival at Hella** | **Quantity (pcs)** | **Due Date** |
| B-samples |  |  |  |
| ISIR / PPAP parts  (C-samples) |  |  |  |
| Run @ Rate Hella |  |  |  |
| First series deliveries (SOP) |  |  |  |

**3.2** Investmens and Set-up costs will be amortized via piece price and are integrative part of the nominated price.

**3.3** Samples have to be delivered at a price of 2-times series pricing and within a maximum lead-time of 4 weeks. C-samples and following quantities have to be provided with series pricing.

**3.4** The nominated parts will be subject to the annual negotiation unless otherwise agreed.

**3.5** . The SOP is dependent on the release of the customer. Hella is targeting to have the SOP as soon as possible

**4. Quantities**

The quantities mentioned in the RFQs and in this nomination letter represent customer forecasts and could deviate from the real figures in series. Due to this reason Hella will only be responsible for maintaining agreed quotas of the related part numbers. The nominated pricing is also valid in case series demands are different from quantities mentioned in paragraph 1.

**4.1** The supplier guarantees the capacity with a flexibility of + 15% within the lead-time of 4 weeks

**5. Changes after nomination**

Hella reserves the right to have Layout-Changes after the nomination without price impact. Major changes like size, form, technology and material, are not included in the nomination price and might lead to a new sourcing if necessary. Changes caused by the supplier have to follow the PCN-process.

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Attachments: