

TO:

致:

The undersigned (the "**Bailee**") for and on behalf of and as an authorized representative of the company hereby acknowledges receipt from Litens Automotive (Suzhou) Co., Ltd. ("**Litens**") the goods, materials, equipment, chattels, tools, dies, jigs and/or checking fixtures described in the attached Schedule "A" (the "Property") in good order and condition and acknowledges receipt of instructions from Litens to manufacture the products for Litens.

签字人（以下简称“**受托方**”），作为公司授权代表在此确认收到来自莱顿汽车部件有限公司（以下简称“**莱顿**”）用于莱顿产品制造所需资产，即附属一览表“A”（资产）中描述的货物、材料、设备、资产、工装、模具、夹具，以及/或者检验夹具等，接收时货物完好，毫无瑕疵。

The Bailee, in consideration of being allowed to use the Property, agrees to comply with the following terms and conditions:

鉴于受托方被允许使用托管资产，受托方必须遵守以下条款及条件：

1. The Bailee agrees to tag, label, stamp and or as Litens may otherwise direct clearly and visibly identify the "Property" as being the assets of Litens.

受托方通过标牌，标签，钢印，或其他方式，能让莱顿清晰明显地识别出托管“资产”属于莱顿。

2. The Bailee agrees to use or operate the Property for no purpose other than what Litens has authorized for in writing.

受托方不得在莱顿书面授权用途范围之外使用或操作托管资产。

3. The Bailee shall use all reasonable care to protect and preserve the Property from being copied / reversed engineered, stolen, lost or damaged or from it's unauthorized use and shall be liable for any such use, theft, loss or damage which may occur while the Property is in the Bailee's possession.

受托方应当采取一切合理的措施防止和保护托管资产不被复制/更改、盗窃、遗失或损坏，或从事其他的未经授权的使用。在资产托管过程中，受托方应对莱顿资产的任何违规使用、被盗、遗失或损坏负责。

4. All work to be carried out by the Bailee on behalf of Litens shall be done in a good and workmanlike manner in accordance with the plans, requirements and specifications furnished to the Bailee by Litens.

受托方作为莱顿的代表，应该按照莱顿提供的计划、要求和规范，准确并熟练地完成各项工作。

5. The Bailee agrees to keep the Property fully insured at its own expense so long as it shall have possession of the Property to an amount not less than the full insurable value. At the request of the Litens, the undersigned shall present satisfactory evidence of such insurance to Litens.

受托方应自费全额投保，投保价值不低于托管资产价值。应莱顿要求，签署人应该向莱顿出具令人满意的保险单据。

6. The Bailee agrees to release Litens from all claims for damages or compensations otherwise in any manner whatsoever arising out of or connected with the Bailee's bailment of the Property and to indemnify and save it harmless of and from all losses, costs and damages (including legal expenses) arising out of or connected with the said bailment whether such loss, costs or damages result from the negligence of the Bailee or otherwise. The indemnity shall continue to be in full force and effect notwithstanding the return of the Property to Litens.

受托方同意因受托方托管引起的或与之相关的任何损坏、所涉及的赔偿与莱顿无关；受托方应给予莱顿赔偿并保证其不需为受托方托管引起的或与之相关的任何丢失、费用或损坏负责；不论这些丢失、费用或损坏是由受托方疏忽失职还是其他原因引起。即使托管资产归还莱顿，受托方的赔偿义务仍然完全有效。

7. The Bailee shall not in any way alter the Property or perform any repairs thereto (with the exception of emergency repairs) without the prior written consent of Litens.

未经莱顿事先书面同意，受托方不得以任何方式改动托管资产，或对其进行任何修理（紧急修理除外）。

8. The Bailee shall not release custody of the Property to any third party without the prior written consent of Litens.

未经莱顿事先书面同意，受托方不得将该资产交与任何第三方保管。

9. The Bailee agrees to return the Property to Litens on demand and acknowledges that he/ she has no title in the Property and will not encumber it in any manner whatsoever.

受托方承认自己不具备托管资产的所有权，同意在莱顿需要的时候将其归还；并且不会以任何方式进行阻扰。

10. The Bailee shall, immediately upon Litens' request, obtain from all of the Bailee's creditors which may claim or attempt to acquire rights in the Property, a full and complete discharge and release of any and all such rights in form and substance required by Litens.

莱顿公司有权要求受托方根据莱顿公司的要求，立即从可能主张或企图获得托管资产权利的债权人处，以符合莱顿公司要求的形式，取得完整的放弃所有托管资产权利的承诺。

11. The Bailee agrees that Litens or its agents shall have the right, at any time and upon reasonable prior written notice, to enter upon the Bailee's premises where the Property is located, without payment of any additional compensation, and remove the Property if it has been fully paid for by Litens. The foregoing right of access shall continue for so long as is reasonably necessary to remove or complete the removal of Property. Without limiting the foregoing, Litens shall be entitled to immediately enter upon the Bailee's premises for the purpose of removing any Property related thereto from the Bailee in the event that the Bailee becomes insolvent, makes an assignment in favor of its creditors or a proposal in bankruptcy to its creditors, has a petition for a receiving order presented in respect of it, initiates proceedings for its winding-up, liquidation or dissolution or has a receiver appointed in respect of it or its property.

在莱顿已全额支付购买资产所需金额的情况下，莱顿或其代理人有权在书面通知后的任何时候，进入该托管资产在受托方处所的存放处移走该资产，且无须支付任何额外费用。上述的准入权利应当持续移走托管资产所需必要时间，或至其完全移走。除了上述规定，莱顿在以下情况下有权利立即进入受托方处所移走任何相关托管资产：1. 受托方资不抵债；2. 受托人为债权人的利益作出转让行为；3. 受托人向其债权人作出破产建议；4. 受托人在破产方面请求被接管；5. 受托人启动了停业清理、清算、解散的法律程序；6. 受托人被委派了接管人或财产接管人。

12. The Bailee agrees to promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be reasonably required for the purposes of giving effect to the terms of this Bailee Acknowledgement.

为保证此托管协议条款的生效，受托方对合理的要求，应立即采取行动，提交相应文件物品或安排相关事宜。

The terms and conditions of this Bailee acknowledgement shall ensure the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns, and shall remain in full force and effect until such time as the Property has been returned to Litens.

本托管协议中的条款和条件，应确保双方的利益，同时对协议双方，及双方的法定继承人、执行人，管理人、法人代表、继承人和受让人等均具有约束力，在该资产返还莱顿之前具有完全的效力及作用。

Dated at _____, this _____ day of _____, _____
日期:

Company Name 公司名称: _____

Authorized
Signature 授权签署: _____

Name 姓名: _____

Title 职位: _____

I hereby confirm that I have the authority to bind the Company
我在此确认我有权代表公司签署本协议。

Witness 见证人: _____

Signature 签字: _____

Name 姓名: _____

Title 职位: _____

Schedule A

Part number 零件号	Description 描述	Tool Material Type 模具材料类型	Cavities 模穴数	Press Tonnage / Manufacturer 压力机吨位/制造商	Dimensions (H, W, L) 尺寸(长、宽、高)	Litens Tool Tag (Yes/No) Litens 标牌(已安装/ 未安装)

Dated at _____, this _____ day of _____, _____
日期:

Company Name 公司名称: _____

Authorized
Signature 授权签署: _____

Name 姓名: _____

Title 职位: _____

I hereby confirm that I have the authority to bind the Company 我在此确认我有权代表公司签署本协议。

Witness 见证人: _____

Signature 签字: _____

Name 姓名: _____

Title 职位: _____