****购货合同

**** Contract

合同编号: 签订时间：
Contract No: Date of signing:
签订地点： 中国 山东 招远
Place of signing: Zhaoyuan City, Shandong , P.R China

买方/最终用户：
Buyer/Enduser:
住所地：
Domicile:
法定代表人： **Legal representative:**
授权代表人： **Authorized representative:**
开户行： **Name of Account:**
账号： **Account No:**
税号： **Tax No:**
联系电话： **Contact Number:**
邮箱： **Email:**

签字：
Signature:

卖方：
Seller:
住所地：
Domicile:
法定代表人： **Legal representative:**
授权代表人： **Authorized representative: Chen Jujun**
联系电话： **Contact Number:**
Fax: :
开户行：
Name of Account:
账号： **Account number:**
SWIFT CODE:
邮箱： **Email:**

签字：
Signature:

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买卖双方现就如下设备的购销事宜达成如下条款，订立本合同，以兹共同遵守执行。
The Buyer and the Seller hereby enter into this contract on the following terms and conditions regarding the purchase and sale of the following equipment, so as to jointly observe and execute.

1 设备概况及价格 Equipment overview and price

1.1 制造商和生产地 Manufacturer & place of production:

制造商：Manufacturer: **SAFE-RUN MACHINERY （SUZHOU）CO.,LTD**
生产地: Place of production: 昆山市 中国 Kunshan, China

1.2 技术指标和供货范围 Technical indicators and scope of supply

设备技术指标和供货范围必须符合技术合同的要求，详见合同附件 2；
The technical indicators and scope of supply of the equipment must conform to the requirements of the technical contract, as detailed in appendix 2

1.3 设备价格及清单 Equipment price and list

1.3.1 设备清单 Equipment list

序号 No.	类型 Type	型号 Model	数量 Qty	备注 Remarks
1				

1.3.2 合同总额 Total amount of the contract
合同总额，详见合同附件 3—价格合同。
For total amount of the contract, please refer to appendix 3 - price contract
合同总额是指卖方将供货范围内的全部设备送达到约定的交货地点、负责安装、调试并竣工验收完毕的最终价格。
The total amount of the contract refers to the final price after the seller delivers all the equipment within the scope of supply to the agreed delivery place, and is responsible for installation,commissioning and acceptance of the equipment.

2 付款方式 Terms of Payment

2.1 付款方式 Terms of payment

卖方银行是：（以后通知）必须是具有国际水平的一流银行。
The Seller’s bank is ____ (to be advised later)，must be a first-class bank with an international reputation.
买方银行是：_____（以后通知）必须是具有国际水平的一流银行。

The Buyer's is _____ (to be advised later), must be a first-class bank with an international reputation.本合同所列合同总价 _____应由买方按以下条件和比例付给卖方:
The total amount of the contract shall be paid by the Buyer to the Seller according to the following terms and percentage:
2.1.1 预付款：合同总额的 10%（百分之十）在买方银行收到卖方以下单据并确认与本合同相符后由买方向卖方付款(T/T):
advance payment：Ten (10) % (percent) of the total contract price shall be paid by the Buyer to the Seller by telegraphic transfer (T/T) after the Buyer's bank has received the following documents from the Seller and confirmed the conformity with the the contract.
a) 100%（百分之百）合同总额的发票一式四份，并注明合同总额的 10%（百分之十）作为预付款。
a)Invoice covering 100% (one hundred percent) of the total Contract price in 4 copies and indicating10% (ten percent) as the down payment.
b) 由卖方银行电开的以买方为受益人的金额为合同总额 10%的不可撤销的银行担保函，保函有效期不早于设备发货期。
b) An irrevocable bank guarantee issued by the Seller's Bank by swift in favor of the Buyer covering ten percent (10%) of the total Contract price. the validity of guarantee is not early than the delivery time of the equipment
2.1.2 提货款：买方收到卖方以下装运单据 10 日内以 T/T 方式由买方根据对应批次提单付至合同金额的 50%给卖方。

Payment before shipment：50 % (Fifty percent) of each batch of bill of lading amount shall be paid by the Buyer to the Seller (T/T) within 10 days after the Buyer has received the following shipping order from the Seller. (The total payments of all batches after shipment should be 50% of the total amount of contract price)

a) 对应批次的已装船海运提单，注明"运费已付",并通知玲珑国际(欧洲)有限公司 兹雷尼亚宁
Full set of Clean on Board Ocean Bill of Lading marked " FREIGHT PREPAID ", notifying Linglong International Europe d.o.o. Zrenjanin, corresponding to each batch.

b) 商业发票一式四份
Signed Commercial invoice in 4 copies.

c) 装箱单四份,注明毛重,净重,尺码和所装每一项货物数量.
Packing list in 4 copies with indication of both gross and net weights, size and quantity of each item packed.

d) 按照本合同第 3.7 条与 4.1 规定,由制造商出具的质量证书一式四份 .
Certificate of Quality in 4 copies, issued by the manufacturer as specified in Clause 3.7 and 4.1 of this Contract.

e）卖方提供一正本和一副本证书说明木头包装有 IPPC 印。
One original and one copy of the Certificate issued by the Seller stating the packing wood has the IPPC stamp.

2.1.3 验收款：合同总价的 20%，应在买卖双方签署验收证明并在买方收到 20%合同额的商业发票后不晚于 30 天由买方向卖方付款。
After the acceptance of payment：20% (twenty percent) of the total Contract price shall be paid by the Buyer to the Seller not later than 30 days after the Buyer receives the commercial invoice covering 10 percent of the total Contract price unpon signing of the acceptance certificate by both parties.

2.1.4 质保款：合同总额的 20%应在双方签署验收单 2 年后买方收到卖方以下单据后 10 日内由买方向卖方付款:
Quality retention payment：20 % (twenty percent) of the total Contract price, shall be paid by the Buyer to the Seller within 10 days after the Buyerreceives the following documents from the Seller 2 years after both parties sign the acceptance certificate.

a) 20%合同额的商业发票一式 4 份;
a) Commercial invoice for 20% of contarct value in 4 copies;

2.2 其他约定 Miscellaneous

（1）卖方供货范围内的设备或需提供的文件、证明出现短少或不合格需要由卖方进行补交或补换设备的，买方应该及时以书面形式通知卖方，卖方应该以最快的方式以 DDP 的方式将所需文件和器件提供。
If the equipment within the scope of supply of the Seller or the documents or certificates to be provided by the Seller are short or unqualified and need the Seller delivery relevant documents further more or change the equipment, the Buyer shall notify Seller immediately in writing, the Seller shall provide the required documents and equipment in DDP as soon as possible.

（2）根据本合同或附件约定，卖方应向买方支付违约金及其他费用的，买方有权在应付货款中直接扣除等价货款。
If the Seller shall pay liquidated damages and other expenses to the Buyer in accordance with the contract or the appendix, the Buyer shall have the right to directly deduct the equivalent payment from the payment payable.

(3) 买方付款并非意味买方对卖方供货范围内的设备予以接受。设备除应按本合同及附件的相关约定进行验收外，还应按设备相关手册、技术规范及买方购买设备之具体要求接受检验及测试。对于不符合上述约定或要求的，买方有权拒收或退货，也可要求卖方免费并及时地按买方指示进行维修或更换。
Payment by the Buyer does not imply acceptance by the Buyer of the equipment supplied by the Seller. The equipment shall be inspected and accepted in accordance with the relevant provisions of this contract and the attachments, and also be inspected and tested in accordance with equipment related manuals, technical specifications and specific requirements of the buyer for the purchase of the equipment. The Buyer shall have the right to reject or return the goods that do not conform to the above provisions or requirements, and may also require the Seller to repair or replace the goods free of charge and in time according to the Buyer's instructions.

3 交货及风险转移 Delivery and risk transfer

3.1 交货时间 Delivery time

3.1.1 卖方保证设备按期交货，合同签订后 个月开始 **CPT** 交货，内全部交齐。
The Seller guarantees that the equipment shall be delivered on time, CPT will be delivered within ____ months after the signing of the contract, and all the equipment will be delivered within two months.

卖方最迟应在发货前 5 天，通过书面向买方提供设备数量、包装件数等详细信息以及设备检验报告和合格证书，证明设备已具发货条件，买方可做收货准备。
The Seller shall, no later than 5 days before the shipment, provide the Buyer with the detailed information such as the quantity of equipment and the number of packages, as well as the equipment inspection report and quality certificate in writing to prove that the equipment is ready for shipment and the Buyer can make preparation for receiving the goods.
3.1.2 如遇到特殊情况需变更交货时间，卖方应事先书面通知买方并征得买方同意，否则按照相关合同条款处理。
In case of any change in delivery time due to special circumstances, the Seller shall notify the buyer in writing in advance and obtain the consent of the buyer, otherwise, it shall be handled according to relevant contract terns.
3.1.3 若因买方原因出现延期交货，卖方负责交货前的货物存储；
If the delivery is delayed due to the Buyer, the Seller shall be responsible for good\s storage before delivery.
3.2 **交货地点 Place of delivery**
塞尔维亚，兹雷尼亚宁，玲珑国际（欧洲）有限公司
Zrenjanin, Serbia, Linglong International Europe d.o.o. Zrenjanin
3.3 **交货方式 Delivery terms**
卖方负责将供货范围内的全部设备以 CPT 方式运输至玲珑国际（欧洲）有限公司交货。
The Seller shall be responsible for transport all the equipment within the scope of supply to Linglong International Europe d.o.o. Zrenjanin by CPT.
3.4 **交货内容 Contents of delivery**
卖方供货范围内的全部设备、软件及合同附件约定的全部相关文件、包括但不限于检定证、装箱单、说明书、软件备份光盘等.使用说明书至少要有四份。
All equipment and software within the scope of supply of the Seller and all relevant documents as agreed in the appendix to the contract, including but not limited to verification certificate, packing list, instruction manual, software backup CD, etc. The instruction manual shall be at least four copies.
3.5 **费用承担 Expenses to bear**
卖方承担交货前的全部费用，包括但不限于：包装费用、装卸费用、运输费用等。买方仅负责保险费用、清关费用；
The Seller shall bear all the expenses before delivery, including but not limited to: packing expenses, loading and unloading expenses, transportation expenses etc. The seller is only responsible for the insurance expenses and customs clearance costs.
3.6 **风险责任 Liability for risks**
设备交货前，设备灭失、损坏的风险均由卖方承担。在卖方提交给买方后由买方承担。
The risk of loss or damage of the equipment shall be born by the Seller before the equipment is delivered and shall be upon delivery by the seller to the buyer.
3.7 **设备包装 Equipment packaging**
3.7.1 卖方提供给买方的设备包装必须符合相应的欧盟标准行业标准、卖方企业标准或买方认可的包装要求；
The equipment packaging provided by the Seller to the Buyer must meet the requirements of relevant EU regulations, industry standards, and Seller's enterprise standards specified or approved by the Buyer.
3.7.2 卖方应保证所有设备包装坚固，适于长途海运及内陆运输和耐粗暴搬运，包装材料需根据 ISPM15 处理。对危险设备或有特殊包装需求的设备，采取特殊包装方式和保护措施。
The Seller shall ensure that all equipment shall be firmly packed and suitable for long distance ocean and inland transportation and against rough handling. The packing materials shall be handled according to ISPM15. Special packing methods and protective measures shall be adopted for dangerous equipment or equipment with special packing requirements.
3.7.3 包装内附设备合格证，标明设备型号、物料编号、生产批号、数量、生产日期、生产厂家等；
The equipment quality certificate shall be attached to the package, indicating the equipment model, material number, production batch number, quantity, production date and manufacturer, etc.
3.7.4 设备外包装应防潮、防震、抗挤压、防雨淋、防锈蚀，以保证设备在运输途中不会受到损伤/坏，包装内应有防震措施；包装的物料标识卡上应明确标注设备名称、型号、物料编号、数量、生产日期、生产厂家、批号、安全件警示标志，同时应标注“小心轻放、怕湿、向上”等标志；
The external packing of the equipment shall be moisture-proof, shockproof and anti-extrusion, so as to ensure

that the equipment will not be damaged during transportation. The packing shall have shockproof measures; The material identification card of the packing shall clearly mark the equipment name, model, material number, quantity, production date, manufacturer, batch number and safety parts warning mark, and shall mark "handle with care, avoid wetness and upward" and other marks;

3.7.5 对于有环保要求的设备必须符合并在内外包装上注明环保标志（如：RoHS），卖方确认包装物不回收。

Equipment with environmental protection requirements shall conform to the requirements, and the environmental protection marks (such as RoHS) shall be marked on the internal and external packaging respectively, the Seller shall confirm that the packaging is not recycled.

3.7.6 如因卖方未采取适当的包装和防护措施所造成的任何损失，由卖方承担。

Any loss caused by the Seller's failure to take proper packaging and protective measures shall be borne by the Seller.

集装箱：若使用集装箱，集装箱免费使用时间不少于 14 天。集装箱清洁费由卖方负责。

If Using containers for parking and the free usage of the containers will not be less than 14 days. The container cleaning fee shall be borne by the seller.

3.7.7 唛头:

卖方应在设备外包装上标刷: 合同号、货名、收货人名称、目的机场、包装号、尺码（长、宽、高 采用厘米）、毛重、净重、提升位置，提示语如“不要从上向下堆码” 、″小心轻放″、″切勿受潮″等字样，重心及吊挂点仅用于重量超过吨的货物。并刷有下列唛头：

IT01/SW-202001-004

Linglong International Europe d.o.o. Zrenjanin

shipping mark :

The seller shall be packed in separate wooden cases superscript brush: contract number, name of goods, name of the consignee, the airport of destination, package number, measurement (length, width and height of the centimeters), gross weight, net weight, improve the position, the clues, such as "do not stack down from the", "handle with care", "don't be affected with damp be affected with damp, such as" center of gravity and hanging point is only used to weigh more than tons of goods. And marked with the following marks.

IT01/SW-202001-004

Linglong International Europe d.o.o. Zrenjanin

4 设备质量和检验 Equipment quality and inspection

卖方保证设备硬件全新、完整且品质优良；设备软件标准、规范、成熟稳定并可用；设备相关技术文件和图纸完备、清晰、准确，并符合技术合同或/和其他合同附件的要求。

The Seller warrants that the equipment hardware is brand new, complete and of good quality; Equipment software standards, specifications should be mature, stable and available; The technical documents and drawings related to the equipment are complete, clear and accurate, and meet the requirements of the technical contract or/and other contract attachments

卖方保证设备所有部件均选用正规、全新设备。如发现有假冒或翻新设备，卖方应无条件向买方返还买方已支付的设备款并承担合同总额 30%的违约责任。

The Seller warrants that all parts of the equipment shall use normal and brand-new equipment. Any fake or retread equipment is found, the Seller should repay to the Buyer the payment of the euqipment that has been paid by the Buyer and bear 30 percent of total amount of the contract for breach of contract.

设备交付后，卖方必须对买方开放设备涉及的所有密码。

After the delivery of the equipment, the Seller shall open all the passwords involved in the equipment to the Buyer.

卖方应将完整清晰的设备技术文件和图纸一并提供给买方。

The Seller shall provide complete and clear technical documents and drawings of the equipment to the Buyer.

4.1 出厂检验 Delivery inspection

交货前，卖方需自行就设备进行检验，并出具检验报告、设备合格证书及 CE 符合性声明，随货物一起发送给买方，但设备合格证书不能作为最终验收合格依据；

Before delivery, the Seller shall conduct the inspection on the equipment by itself and issue the inspection report and the equipment quality certificate as well as CE declaration of conformity, which shall be sent to the Buyer together with the goods, but the equipment quality certificate shall not be taken as the basis for final acceptance.

提供整机 CE 证书（包括 CE 标准要求覆盖到的所有部件）

Provide the CE certificate （Including all parts covered by the CE standard）.

4.2 设备质量标准 Equipment quality standards

4.2.1 卖方提供给买方的设备质量必须符合相应的欧盟标准、行业标准要求和买方的技术质量要求及卖方企业标准中相关设备的技术要求。

The quality of equipment provided by the Seller to the Buyer must comply with the requirements of relevant EU standards, industry standards and technical quality requirements from Buyer and the technical requirements of relevant equipment in the Seller's enterprise standards.

卖方提供的设备应同时符合技术附件中由买方制定的并经过卖方确认的验收标准。

4.2.2 The equipment provided by the Seller shall at the same time meet the acceptance standard in the technical appendix set by the Buyer and agreed by the Seller.卖方保证提供给买方的设备是合法的，因此引起的法律纠纷由卖方负责；

The Seller warrants that the equipment provided to the Buyer is legal and the Seller shall be responsible for any legal disputes arising therefrom.

4.2.3 卖方提供给买方的设备必须符合欧盟 RoHS 法规要求；

The equipment provided by the Seller to the Buyer must comply with the requirements of EU RoHS regulations。

4.2.4 卖方需提供标识设备名称、型号、卖方公司简称、生产序号等相关追溯性标识的铭牌，标识必须清楚且不易脱落；

The Seller shall provide the nameplate which mark the equipment name, model, company abbreviation of the Seller, production serial number and other relevant traceability identification, and the identification shall be clear and not easy to fall off.

4.3 建立质量保证体系 Establish quality assurance system

4.3.1 卖方有义务按国际标准 ISO9001 体系的要求建立和完善质量管理体系；

The Seller has the obligation to establish and improve the quality management system in accordance with the requirements of the international standard ISO9001 system.

4.3.2 卖方有责任让其子供应商建立和维持一个有可比性的质量管理系统来保证卖方从其子供应商处购买的或外加工的零部件中没有不合格品；

The Seller is responsible for its sub-suppliers to establish and maintain a comparable quality management system to ensure that there are no unqualified products in the parts purchased or outside processed by the Seller from its sub-suppliers.

4.3.3 卖方采购物资质量保证：Quality assurance of materials purchased by the Seller:

卖方保证制造产品使用的零件、产品等物资完全符合该产品质量要求，有充分的质量保证。

The Seller warrants that the parts, products and other materials used in manufacturing the products are in full compliance with the quality requirements of the products and have sufficient quality assurance.

5 人员行为规范 Code of conduct

5.1.1 卖方送货、安装调试人员至买方厂区须严格遵守买方的一切管理制度，接受买方安全保卫部门的管理。The delivery personel, installation and commissioning personnel personel of the Seller shall strictly abide by all management systems of the Buyer when come to the Buyer's factory and accept the management of the Buyer's security department.

在安装开始之前，买方应通知卖方现场执行的所有相关安全法规。

The Buyer shall in good time before erection is started, inform the Seller of all relevant safety regulations excuted at Site.

在卖方开工前，买方应与卖方共同召开安全会议。

Prior to the start of the Works by the Seller, Buyer shall, together with the Seller, convene a meeting on security.

如卖方要求，买方应协助卖方获取有关适用于本工程和工作地点的当地法律法规的必要信息。

Buyer shall assist the Seller to obtain the necessary information regarding local laws and regulations which apply to the Work and to the place of working if requested by the Seller.

卖方业务员或安装调试人员进入买方厂区后，必须自觉服从买方有关人员的管理。The salesman and Installation and commissioning personnel of the Seller must voluntarily obey the management of relevant personnel of the Buyer, after entering the Buyer's factory。
卖方人员未经书面许可不得对买方生产线、设备、工装、工艺资料等进行拍照，不得在厂区内进行任何测量行为。 Without written permission, the Seller's personnel shall not take pictures of the Buyer's production lines, equipments, toolings and process data and so on, and shall not conduct any measurement in the factory.
卖方的一切人员，遵守买方的规章制度，以及所在国家的相关法律法规。
All the personnel of the Seller must comply with the rules and regulations of the Buyer and the relevant laws and regulations of the country where the Seller is located.
卖方进入买方厂区的工作人员，对因正常工作原因接触到的买方商业秘密，负有保密义务，并不得向买方工作人员打听买方产品、经营的相关信息，不得窃取买方商业秘密，如因此给买方造成经济损失的，均按违反保密约定进行处理；Workers of the Seller entering the Buyer’s factory, contacting with the Buyer's commercial secrets for work reason, have a confidentiality obligation, and shall not inquire about the relevant information of the Buyer's product, management from the Buyer's staff, and shall not steal the commercial secrets of the Buyer, in case economic losses are caused to the Buyer because of this, it will be dealt with as per the violation of the confidentiality agreement;

6 变更管理 Change management

6.1 卖方自身原因变更 Changes caused by the Seller itself

卖方在做出任何设计变更之前，必须征得买方的批准，尤其是在下列各项之一变更时，立即将此事书面报告买方并取得买方认可。如果没有得到买方认可，卖方仍需按原设计提供设备。
The Seller must obtain the approval of the Buyer before making any design changes, especially in case of any of the following changes, the Seller shall immediately report the matter to the Buyer in writing and obtain the Buyer's approval. If it is not approved by the Buyer, the Seller shall still provide the equipment according to the original design.
(1) 设计变更：卖方给买方交货开始后，产品设计变更（含产品变更）时；Design change: product design change (including product change) after start of the delivery of goods by the Seller to the Buyer;
(2) 制造场所、卖方外协厂变更：制造产品的卖方工厂或卖方外协厂变更时（更新外购时、或从外协厂转回卖方工厂时）；Change of the manufacturing site and the Seller's outsourcing factory: when the Seller's factory or the Seller's outsourcing factory for manufacturing the products is changed (when the outsourcing is updated, or when the outsourcing factory is transferred back to the Seller's factory);
(3) 资材的制造商和供应商有变更时。When there is change in the manufacturer and supplier of materials

6.2 买方自身原因变更 Changes caused by the Buyer itself

买方根据需要，有必要对产品实施变更时，书面通知卖方，卖方必须按照买方要求实行变更。如有异议，立即回复，双方协商处理。
The Buyer shall notify the Seller in writing when it is necessary to make changes to the products as required by the Buyer, and the Seller must implement the changes as required by the Buyer. If there is any objection, reply immediately and deal with by both parties through negotiation.

7 设备安装、调试、现场服务及培训 Equipment installation, commissioning, on-site service and training

7.1 设备安装 Equipment installation

7.1.1 设备安装工作由卖方负责
The Seller shall be responsible for the installation of the equipment
7.1.2 设备安装内容、安装责任、安装条件及安装期限按照“附件 2 技术协议”的规定。
Installation contents, installation responsibilities, installation conditions and installation period of the equipment shall be in accordance with the provisions of "Appendix 2 technical agreement".

7.2 .设备调试 equipment commissioning

7.2.1 设备调试工作由卖方负责。卖方应在接到买方通知后 10 个工作日内，派遣合格的专业技术人员到达买方工厂进行设备调试。
The Seller shall be responsible for equipment commissioning. The Seller shall send qualified professional technical personnel to the Buyer's factory for equipment commissioning within 10 working days after receiving the Buyer's notice.
7.2.2 设备调试期限按照“附件 2 技术协议”的规定。
The equipment commissioning period shall be specified with the provisions of "Appendix 2 technical

agreement".

7.3 **现场服务 On-site service**

7.3.1 根据合同或附件的约定，需要由卖方派遣专业技术人员到买方进行现场服务的，按下列条款办理：

In accordance with the provisions of the contract or the appendix, if the Seller needs to send professional technical personnel to the Buyer for on-site service, the following provisions shall apply:

7.3.2 卖方派往买方进行现场服务的人员必须遵守买方公司的规章制度，否则买方可按该规章制度对卖方进行处罚。

The personnel sent by the Seller to the Buyer for on-site service must comply with the rules and regulations of the Buyer's company, Otherwise the Buyer may punish the Seller according to the rules and regulations.

7.3.3 如卖方派遣的专业技术人员不能提供合格的现场服务，买方有权更换相关人员，卖方必须立即调换。

If the professional technical personnel dispatched by the Seller cannot provide qualified on-site services, the Buyer shall have the right to ask the Seller to replace the relevant personnel and the Seller must replace them immediately.

7.3.4 卖方在现场服务过程中所发生的一切安全事故由卖方承担全部责任，如因此还造成买方或/及第三人损失的，由卖方承担赔偿责任。

The seller shall assume full responsibility for all safety accidents occured in the process of on-site service,and shall indemnity the buyer or any third party for losses caused thereby.

7.3.5 在设备安装、调试过程中，卖方指派到买方的安装、调试、处理问题等人员视为已得到卖方授权，其实施的民事法律行为对卖方发生效力。

In the process of equipment installation and debugging，the personnel assigned by the seller to the buyer for installation,commissioning and problem handling shall be deemed to have been authorized by the seller，and their civil legal acts shall have effect on the seller.

7.4 **人员培训 Personnel training**

7.4.1 卖方负责对买方操作、维修人员以及相关的工艺技术人员进行设备操作、维修、保养培训，使上述人员完全掌握全部使用技术，以便买方能够正常地使用、维修、保养设备。The Seller shall be responsible for training of the operation, maintenance personnel as well as the relevant process technician of the Buyer on operation, repair and maintenance of the equipment, so as to enable the above personnel to fully master the use technology, so that the Buyer can normally use, repair and maintain the equipment.

7.4.2 与培训相关的全部费用均含于合同总额内。All expenses related to training shall be included in the total contract amount.

7.4.3 具体的培训时间和培训内容按照“附件 2 技术协议”的规定。The specific training time and content shall be in accordance with the provisions of "Appendix 2 technical agreement".

8 验收标准、验收方式 Acceptance criteria and method

卖方所交全部设备皆以满足质量要求为前提。All equipment delivered by the Seller is subject to meeting the quality requirements.

8.1 **验收标准 Acceptance criteria**

（1）合同及附件约定的设备配置及所有功能；

Equipment configuration and all functions as agreed in the contract and attachments;

（2）国家及行业相关标准。

National and industrial relevant standards;

8.2 **验收方式 Acceptance method**

8.2.1 制造过程检查 Inspection of manufacturing process

卖方在设备制造过程期间，买方有权到卖方制作现场进行检查、监督，卖方应予以配合。During the equipment manufacturing process of the Seller , the Buyer shall have the right to inspect and supervise to the production site of the Seller, and the Seller shall cooperate.

发货前检查: Pre-shipment inspection

设备制造完毕，具备发货条件时，在收到卖方通知后到卖方现场进行发货前 FAT 验收。Upon completion of the manufacture of the equipment and with conditions of the shipment, the Buyer shall, upon receipt of the Seller's notice, go to the Seller's site for pre-shipment FAT acceptance inspection.

交货验收 Delivery acceptance

①若设备采用木箱或其他无法核实包装物内具体物品的类似包装的，卖方交货时买方按卖方提供的装箱清单进行清点并检查包装的完好性，对于数量清点无误、包装完好的，买方予以接收； If the equipment adopts wooden boxes or other similar packaging in which the specific items inside cannot be verified , during delivery by the Seller, the Buyer shall count the goods according to the packing list provided by the Seller and check the integrity of the package. The buyer will accept the goods if the quantity is correct and the packing is in good condition;
②若设备采用其他可以直接对物品进行核实的包装的，卖方交货时买方检查包装的完好性并清点设备数量、验收设备外观，对于包装完好、数量清点无误、设备外观完好的，买方予以接收。 If the equipment uses the packaging in which that the items can be verified directly, during delivery by the Seller, the Buyer shall check the integrity of the packaging and count the number of equipment, check the appearance of the equipment, for the packaging intact, the number of inventory correct, the appearance of the equipment intact, the Buyer will accept.

8.2.2 开箱检查 Unpacking inspection

属于上述第（8.2.1）款第①种情况的，接到买方通知后 5 日内卖方人员必须到场，买卖双方打开包装，就货物经运输后的外观、规格、数量、重量等项目进行检验。如发现合同不符的项目，除应由保险公司或运输公司负责外，买卖双方确认后签署书面证明。

In case of paragraph (8.2.1) ① above, within 5 days after receiving the notice from the Buyer, the Seller's personnel must be on site, and the Buyer and Seller shall open the package and conduct inspection on the appearance, specifications, quantity and weight of the goods after transportation. In case of any non-conformity with the contract stipulation, except those for which either the insurance company or the shipping company is responsible, the Buyer and the Seller shall sign a written certificate after confirmation.

如果不是因为买方的原因而使得卖方的人员不能参加开箱检查，卖方应书面通知买方，若卖方人员 5 日内未到达现场，买方有权在没有卖方人员在场的情况下独立执行开箱检查工作。如果在此检查中发现任何问题，由买方出具证书，该证书作为买方向卖方或保险公司提出更换、修理或补充的有效证据。卖方在接到买方的通知后，提供该更换的和/或补充的器件。卖方应该负责因此产生的所有费用。

If not due to the Buyer’s reasons, the Seller’s inspectors cannot join the unpacking inspection, the Seller shall notify the Buyer in writing, if the Seller's personnel do not arrive at the site within 5 days, the Buyer shall have the right to open the boxes without the presence of the Seller and conduct the inspection independently. Should any problem be found in the inspection, a certificate shall be issued by the Buyer. This certificate shall be taken as an effective evidence for Buyer to claim replacement, repair or supplement on Seller or insurance company. Seller shall make delivery of the replaced and/or the supplemented parts after receiving the notice from Buyer and shall be responsible for all expenses incurred thereby.

8.2.3 验收时间：按照“附件 2 技术协议”的规定。

Acceptance time: shall be executed in accordance with the provisions of "Appendix 2 technical agreement".

8.2.4 验收合格的确认：必须经买方书面确认（签署验收单）为准。

Confirmation of acceptance: Buyers’ written confirmation (sign the acceptance certificate) shall prevail.

8.3 质量保证期 Warranty period

设备的质量保证期为自用户签署验收合格之日起 24 个月。

The quality warranty period of the equipment shall be 24 months after the date of signing acceptance of the equipment by the Buyer.

不包括消耗件。

Consumables are not included;

8.4 备品备件的供应 Spare part supply

卖方保证自合同生效之日起**五年内**买方可在卖方购买到供货范围内设备的配件、材料及备品备件。

The Seller warrants that within ten years from the effective date of this contract, the Buyer can purchase the accessories, materials and spare parts of the equipment within the scope of supply.

8.5 质保服务内容 Warranty services

卖方应按照合同及附件等的约定进行质量保证服务，质量保证期内卖方负责进行免费质量保证服务，质量保证期外卖方酌情收取配件、材料、备品备件的成本费用；

The Seller shall provide quality assurance services in accordance with the provisions of the contract and attachments, etc. The Seller shall be responsible for providing free quality assurance services during the period of quality assurance, and the Seller shall, at it discretion, charge the cost of accessories, spare parts, materials beyond the quality assurance period;

8.5.1 维修保养说明，双方签订合同时，卖方须就供货范围内的设备向买方提供详细的维修保养说明。Maintenance instruction, When the parties sign the contract, the Seller shall provide the Buyer with a detailed maintenance instruction for the equipment within the scope of supply.

8.5.2 质保期内设备出现问题卖方接到买方通知后，应该于 24 小时内给与答复或 2 日之内到达买方现场。否则每拖延 1 天必须支付给买方合同总价 **0.5%**的违约金。

During the warranty period, the Seller shall response within 24 hurs or arrive at the site of the Buyer within 2 days after receiving the buyer's notice of equipment problems. Otherwise, liquidated damages equal to one 0.5% of the subject amount of the contract must be paid to the Buyer for each day of delay.

8.5.3 卖方承诺，在正常情况下，对于设备故障的修复时间应小于自卖方所派的专门的技术人员到达买方现场之日起 1 日。如果达到现场后发现故障非常严重，卖方需告知买方故障修复时间，并采取紧急应急措施，同时因此造成的损失由卖方承担。

The Seller undertakes that under normal circumstances, the repair time for equipment failure shall be less than 1 day from the date when the special technical personnel sent by the Seller arrive at the site of the Buyer. If the failure is found to be very serious after arriving at the site, the Seller shall inform the Buyer of the repair time and take emergency measures and the Seller shall bear the losses caused thereby.

8.5.4 卖方对供货范围内设备的每次维修工作均须进行详细记录，以备查验。维修记录应至少包括：故障现象说明、故障原因、维修方法、维修人员、维修日期等。维修成功后，维修记录必须经买方签字确认并提供一份给买方备案。

The Seller shall keep a detailed record of each maintenance of the equipment within the scope of supply, in case for inspection. Maintenance record shall include, at a minimum: the description of the failure, the cause of the failure, the method of maintenance, the maintenance personnel, the date of maintenance, etc. After successful maintenance, the maintenance record must be signed by the Buyer for confirmation and one copy shall be provided to the Buyer for record.

8.5.5 质量保证期内，非因买方的原因造成卖方供货范围内的设备部件不能达到合同附件约定的性能，卖方应负责免费维修或解决，卖方无法解决时应无条件对部件进行更换。

During the quality guarantee period, if the equipment parts within the supply scope of the Seller cannot reach the performance stipulated in the appendix of the contract for reasons not attributable to the Buyer, the Seller shall be responsible for free repair or solving. If the Seller cannot solve the problem, it shall unconditionally replace the equipment.

8.5.6 因质保期内的设备质量问题造成买方和/或第三人财产和/或人身损失的，卖方负责赔偿。

The Seller shall indemnifuy the Buyer and/or the third party for property and/or personal losses caused by the quality problems of the equipment during the warranty period .

8.5.7 卖方在接到买方设备故障紧急通知后，48 小时内无法到达买方现场及时提供保修服务的，买方有权委托第三方对合同设备进行维修，由此产生的费用由卖方承担。

If the Seller fails to provide warranty service in time within 48 hours after reciving the Buyer’s emergency notice of equipment failure, the Buyer shall have the right to entrust a third party to repair the contract equipment, and the expenses incurred thereby shall be borne by the Seller.

8.5.8 在质保期内，卖方应负责因修理或更换缺陷设备而产生的所有费用。During the warranty period, Seller shall be responsible for all expenses arising out of repair or replacement of defect equipment.

8.6 软件升级 Software upgrade

卖方保证自设备验收合格后 **5 年**内为买方提供软件免费升级服务。

The Seller warrants that it will provide the Buyer with the free upgrade service of software for 5 years after the acceptance of the equipment.

9 知识产权 Intellectual property indemnity

9.1 卖方保证，设备的制造和销售不会侵犯合同中披露的在原产国和目的国颁发的任何专利、商标、版权或其他知识产权。卖方应赔偿买方因任何此类侵权行为而产生的责任，其赔偿金额为获取许可的费用或使用替代技术更换侵权设备的费用。如果卖方不能使设备不侵权，买方有权退回设备，费用由卖方承担，卖方应退还货款，并承担因此对买方造成的所有损失。如果买方提出索赔要求或采取行动，卖方可根据自己的情况，并应买方要求，自费进行所有谈判、诉讼或索赔的解决，但买方应将诉讼开始的情况技术书面通知卖方，并给予卖方必要的权利、信息和协助。

The Seller warrants that the manufacture and sale of the equipment will not infringe upon any patent, trademark, copyright or other intellection property issued in the country of origin and in the country of destination as

disclosed in the Contract. The Seller shall indemnify the Buyer against liability arising from reason of any such infringement, the amount of compensation shall be the cost of obtaining the license or replacing the infringing equipment with an alternative technology. If the Seller is unable to render the equipment non-infringing, the Buyer shall be entitled to return the equipment, at the Seller's expense and the Seller shall refund the purchase price and bear all losses caused to the Buyer hereby. If the Buyer lodges a claim or takes action, the Seller may at its own instance, and shall at the Buyer's request, conduct at the Seller's expense all negotiations, litigation or settlement of the claim, provided that the Buyer notifies the Seller promptly in writing of the commencement of the action and gives the Seller the necessary authority, information and assistance.
9.2 买方一旦发现卖方供货范围内的设备存在侵犯第三方知识产权的情形时（包括买方使用该设备构成对第三方知识产权侵犯而被提起诉讼、仲裁或其他赔偿请求时），由卖方承担全部法律责任及因此产生的所有费用，并向**买方支付合同总额 20%的违约金**，如上述违约金不足以弥补买方因此所遭受的全部损失的，由卖方按买方的全部损失进行赔偿。
Once the Buyer discovers that the equipment within the scope of supply supplied by the Seller infringes the intellectual property rights of a third party (including Buyer's use of the equipment constitutes infringement of third party intellectual property rights and is subject to litigation, arbitration or other claims for compensation), the Seller shall bear all legal liabilities and so all costs incurred thereby, and pay the Buyer a penalty of 20%， If the liquidated damages mentioned above are not sufficient to cover all losses suffered by the Buyer, the Seller shall compensate for all losses suffered by the Buyer.
9.3 当前述侵权情形可能发生或已经发生时，卖方应按如下顺序自行承担费用并采取可行的补救措施：
When such infringement circumstance mentioned above may occur or has occurred, the Seller shall, at its own cost and in the following order, take feasible remedial measures:
（1）确保买方继续获得使用本合同项下全部设备的权利；Ensure that the Buyer continues to obtain the right to use all the equipment hereunder;
（2）对本合同项下设备进行整改，使其不侵犯第三方知识产权并符合本合同及附件各条款对于设备的各项要求；Rectify the equipment hereunder so as not to infringe intellectual property rights of third parties and meet all requirements of the equipment in terms of the provisions of the contract and the attachments;
（3）如买方要求，卖方应无条件接受退货，同时卖方应退还买方已付全部款项并赔偿买方因此所遭受的全部损失。At the Buyer's request, the Seller shall unconditionally accept the return of goods, and the Seller shall refund the full amount paid by the Buyer and compensate the Buyer for all losses incurred thereby.

10 安全与环境保护 Safety and environmental protection

10.1卖方保证所出售设备的各项安全指标符合技术合同和塞尔维亚政府相关安全方面的法律要求。保证设备采用低污染、低辐射、对人体无害的材料，符合技术合同。The Seller warrants that all safety indicators of the sold equipment shall comply with the technical contract and relevant safety laws of the Serbian government. To ensure that the equipment is made of materials with low pollution, low radiation and no harm to human body, and that the equipment complies with the requirements of the technical contract.
10.2卖方人员在买方作业期间，需要从事明火、高压电、高空等危险作业的，必须具备相关资质并提前征得买方同意。
10.3If the Seller's personnel need to engage in open fire, high-voltage, high-altitude and other dangerous operations during the work at the Buyer place, which must have relevant qualifications and obtain the consent of the Buyer in advance,

11 不可抗力 Force majeure

11.1不可抗力指签署本合同时不能预见、不能避免、不能克服的，且导致本合同全部或者部分不能履行或者不能按时履行的客观情况，包括但不限于，自然灾害、火灾、爆炸、台风、洪水、地震、海啸、雷电或战争。
Force majeure refers to the unforeseeable, unavoidable and insurmountable objective circumstances at the time of signing this contract, which result in failure or delay in the performance of this contract in whole or in part, includingwithout limitation, natural disasters, fire, explosion, typhoon, flood, earthquake, tsunami, thunder and lightning or war.
11.2因遭受不可抗力事件导致不能履行或不能完全履行合同的一方应立即用最可能的最快捷的方式通知另一方该事件的性质、发生日期、预计持续时间等有关的细节；采取必要的措施尽最大可能减少损失。
The party which is unable to perform or fully perform the contract due to the force majeure event shall

immediately notify the other party of the nature, date of occurrence, estimated duration and other relevant details of the eventin the possibly quickest way. Take necessaary methods to reduce the loss to the greatest degree.
11.3遭受不可抗力事件的一方应当在自不可抗力事件发生之日起 5 天内向另一方提供由不可抗力发生的市级以上有关行政管理部门或公证部门出具的证实不可抗力事件发生的证明，如其不能提供该等证明，另一方可根据本合同的规定要求其承担违约责任；
the party suffering from force majeure event shall provide the certificate for the occurrence of force majeure events issued by the relevant administrative departments or notarial departments of municipal level and above within 5 days as of the occurrence date for the other party. If not, the other party is entitled to make a request for the default party to bear liabilty of breach of contract.

12 保密条款 Non-disclosure agreement

12.1秘密来源 Secret source

卖方从买方获得的与项目有关或因项目产生的任何商业、营销、技术、运营数据或其他性质的资料都可以认为是商业机密，无论以何种形式或载于何种载体，无论在披露时是否以口头、图像或以书面方式表示的其都具有保密性。
Any commercial, marketing, technical, operational data or other nature information related to or arise from the project bought from the buyer can meaningfully be regarded as business secret, no matter what format or in what carrier, whether in the way of writting, picture or oral at the time of disclosure, shall be kept confidential.
并包括（但不限于）：技术方案、技术设计、制造方法、工艺流程、技术指标、计算机软件、研究开发记录、技术报告、检测报告、实验数据、试验结果、图纸、样品、样机、模型、模具、技术文档、相关的函电或与该产品相关的其他信息等。
And includingwithout limitation: technical scheme, technical design, manufacturing method, technical process, technical index, computer software, research and developing record, technical report, test report, experimental data, test result, drawings, samples, prototypes, modules, molds, technical documents, related correspondence or other information related to the product, etc.

12.2保密义务 Confidentiality obligation

12.2.1 对买方的商业秘密，卖方在此同意严守机密，并采取所有保密措施和制度保护该秘密（包括但不限于卖方为保护其自有商业秘密所采用的措施和制度）；
The Seller agrees to keep the Buyer’s business secrets strictly and shall take all confidentiality measures and systems to protect the business secrets (including without limitation the measures and systems adopted by the Seller to protect its own business secrets)
12.2.2 卖方同意严格控制买方所透露的专有信息，保护的程度不能低于卖方保护自己的专有信息程度。
The Seller agrees to strictly control the proprietary information disclosed by the Buyer, and the protection level can’t be lower than that of the Seller for its own proprietary information.
12.2.3 卖方保证采取所有必要的方法对买方提供的专有信息进行保密，包括（但不限于）执行和坚持适当的操作程序来避免非授权透露、使用或复制专有信息；
The Seller promise to take all necessary measures to keep the proprietary information provided by the Buyer in confidentiality, including (without limitation)the impletation and adherence of proper procedure to prevent the propriatary information without warranty from being disclosed, used or copied.
12.2.4 卖方保证不向任何第三方透露本合同的存在或本合同的任何内容，卖方将仅在履行合同所需的范围内向第三方供应商发送买方信息。
The Seller promises not to disclose the existence of this contract or any content to any third party. The seller only provide information of the buyer for the third party
12.2.5 卖方保证除卖方直接参与该项目的人员之外，不将专有信息透露给其他任何人；
The Seller promises not to disclose the proprietary information to any person other than personnels involved in this project directly.
12.2.6 卖方不能将此专有信息的全部或部分进行复制、仿造、使用等；The Seller shall not reproduce, copy or use the proprietary information in whole or in part
12.2.7 卖方应当告知并以适当方式要求其参与本项工作之雇员遵守本合同规定，若参与本项工作之雇员违反本合同规定，卖方自愿承担连带责任。The Seller shall inform and make a request the employees involved in the work to comply with the provisions in an appropriate manner. If the employees involved in the work break the procisions herein, the Seller shall bear the joint liability voluntarily.

12.3专有信息的交回 **Return of proprietary information**

12.3.1 当买方以书面形式要求卖方交回专有信息时，卖方应当立即交回所有书面的或其他形式的专有信息以及所有描述和概括该专有信息的文件；When the Buyer make a request forthe Seller to return the proprietary information in writing, the Seller shall immediately return all written or other forms of proprietary information and all documents used for describing and summarizing such proprietary information

12.3.2 没有买方书面许可，卖方不得丢弃和处理任何书面的或其他形式的专有信息。Without the written consent of the Buyer, the Seller shall not discard and dispose of any proprietary information in writing or other form.

12.4保密期限 **Confidentiality period**

12.4.1 本合同生效之日起 十 年内，双方（包括双方参与本合同履行的人员及参与履行本合同的第三方）均有义务采取适当措施不向任何第三方透露对方专有技术和相关的技术文件。双方（包括参与本合同履行的人员）均应对在履行本合同过程中获得的或接触到的对方的商业秘密承担保密义务，未经对方事先的书面同意，不得利用或公开该商业秘密。

As of **10** years the effective date for a period of 10 years thereafter, the parties (including the personnelof bothparties and the third party involved in the performance of this contract) shall be obliged to take appropriate measures not to disclose proprietary technology and relevant technical documents of the other party to any third party. The parties (including the personnel involved in the performance of this contract) shall undertake the obligation of confidentiality for the business secret obtained or contacted from the other party during the performance of this contract, and shall not make use of or make public the business secret without the prior written consent of the other party.

12.4.2 保密条款独立于合同其他条款或附件而存在，不因合同的不生效、合同的无效或者部分无效、合同的终止或者部分终止而失去对保密方的约束力。

the non-disclosure clauses are independent of other clauses or attachments of this contract and shall not lose its binding force on the confidentiality party due to the non-effectiveness, invalidity or partial invalidity of the contract, or the termination or partial termination of the contract

13 反腐条款 Anti-corruption provisions

在本合同签订、履行期间，卖方不得对买方招投标人员、采购人员以及相关工作人员进行贿赂或者回扣等不正当行为，一经发现，买方有权单方面解除与卖方签订的所有合同，并有权要求卖方赔偿因合同解除所造成的直接及间接损失，并给予卖方一定的处罚 。

In the course of signing and impletation, the Seller shall not engage in such improper behaviors as bribery or kickbackfor the bidding, procurement personnels and related personnels of the buyer, upon found,the Buyer is entitled to terminate all contracts signed with the seller unilaterally and make a claim for the direct and indirect losses caused by the termination of the contract, as well as imposes penalties.双方义务 Obligations of both parties

13.1 双方义务 Obligations of both parties

13.1.1 买卖双方有义务要求与执行本合同相关的所有人员遵守买方所在国家法律、法规及企业竞争的有关廉洁规定，不得以任何形式谋取不正当利益或可能导致不公正的行为；

the Seller and the Buyer shall be obliged to require all personnels related to the performance of this contract to abide by national laws where the buyer is located, regulations and integrity regulations during the enterprise competition, and shall not secure illegitimate interests or conduct any action which will lead to unfairness.

买卖双方有义务共同维护、监督、举报及投诉不正当行为；

the Seller and the Buyer shall be obliged to maintain, supervise, tip-off and make complaint about improper behaviors jointly.

13.1.2 发生疑似违规事件，任何人都可向双方的适当机构举报，双方须各自审核疑似违规事件，作出相应处理并通报对方。

If any suspected violation occurs, anyone can report it to the authorities of both parties. The parties shall review the suspected violations, deal with it and inform the other party accordingly

13.2廉洁承诺 **Integrity commitment**

13.2.1 买方对于内部部门或个人违反法律、秩序制度，有损双方合作关系的不廉洁行为将严惩不贷，欢迎卖方及时举报、投诉。同时基于本合同之签订，推定卖方明确知道买方禁止其工作人员在履行职务过程中通过不正当手段谋取个人利益等相关制度；

13.2.2 the Buyer will punish the internal departments or individuals who violate the law, rules and regulations,

or conduct any incorruptible actions which have bad effect on mutural cooperation. The Seller is welcome to report and complain in time. At the same time, based on the signing of this contract, it is presumed that the Seller exactly knows such systems that the Buyer prohibits its staff from seeking personal interests by improper means during the performance of duties

13.2.3 卖方承诺不向买方工作人员提供超出合同约定内容外的一切额外服务或投入，如向买方工作人员私下赠送礼金、回扣、有价证券；邀请娱乐场所消费；安排旅游度假；以及提供其它形式利益的行为；

the Seller promises not to provide staff of the buyer with any additional services or inputs beyond this contract, such as cash gifts, rebates and securities privately to the Buyer's staff; Inviting to entertainment places to consume; Arranging trips; And the act of providing other forms of benefits

13.2.4 卖方承诺对于买方人员提出的任何图谋私人利益的要求应当拒绝，同时予以揭发，并提供相关证据。

The Seller promises to reject, expose any request by the personnels of the Buyer for private interests, and provide relevant evidence.

14 违约责任 Violation responsibility

14.1赔偿责任和迟交货 Liability of indemnification/late delivery

14.1.1 从设备交付到买方之日起至设备质保期结束，期间如设备有任何材料质量瑕疵的，卖方有责任及时免费修复，但修复的过程不能影响到设备的安装、调试、验收各环节的进度和正常使用。卖方交付的设备有质量瑕疵的，买方书面通知卖方，卖方解决无法达到合同要求，买方有权要求卖方按下列条款进行赔偿：

From the date of delivery of the equipment to the end of the warranty period of the equipment, if there is any material quality defect of the equipment, the Seller shall be responsible for repairing timely with free of charge, but the repair process shall not affect the progress of installation, debugging and acceptance,and the normal use of the equipment. If the equipment delivered by the Seller is defective in quality, the Buyer shall notify the seller in writing. In the event that the result is unable to be accordance with the requirement of contract, the seller shall be entitled to make a claim as followed:

（1）接受买方退货要求，解除合同，将买方已交付金额如数返还并加算同期银行存款利息。因退货而发生的一切费用（包括但不限于拆卸费、运费、保险费、仓租费、停产损失、买方对第三方的赔偿金、购买替代合格产品的差价等）均由卖方承担；

Accept the buyer's request for return of goods, terminate the contract, fully return the amount already paid by the buyer with added interest on deposit for the corresponding period. All expenses (including without limitation dismantling fee, freight, insurance fee, storage fee, loss result from suspending production, compensation to the third party, price difference because of purchasing conforming replacement, etc.) caused by the return of goods shall be borne by the seller;

（2）接受买方降价要求，根据货物的质量瑕疵程度、损坏范围及买方遭受的损失，将货物贬值、降低合同价格；

Accept the buyer's request for price reduction,devalue the goods or reduce theprice herein according to the degree of quality defects, scope of damage and losses suffered by the buyer;

（3）接受买方更换设备要求，向买方支付逾期修复违约金。逾期修复违约金应连续计算至换货设备到达买方工厂并能正常使用时，同时卖方还须赔偿买方因此所遭受的全部损失；

Accept the buyer's requirements for replacement of equipment and pay the buyer liquidated damages for overdue repair.The liquidated damages due to overdue repair shall be calculated continuously until the equipment are sent to the buyer's factory and can be normally used, and the seller shall compensate the buyer for all losses caused thereby.

（4）自本合同约定的设备实际交付日起每天向买方支付合同总价 1%的违约金；上述违约金的支付不影响卖方提供符合本合同规定标准的设备和/或服务义务的履行,；质量问题在 3 个月内仍无法完全解决的，买方有权在收取 **20%**违约金后，继续要求卖方按第（1）条进行赔偿。可由卖方电汇至买方或买方在合同质保金中扣除。

As of the date of actual delivery of the equipment and/or services agreed herein, the buyer shall pay 1% of the total value herein per week as penalty； The payment of the above liquidated damages shall not affect the performance of the obligations of the seller to provide equipment and/or services in accordance with the standards set forth herein;If the quality problem cannot be completely solved within 3 months, the buyer shall be

entitled to make a claim from the seller according to article (1) after the penalty of **20%.** It can be wired by the seller or deducted from quality guarantee deposit by the buyer.
（5）质量保证期期内，因卖方供货范围内设备的质量问题造成买方生产质量问题，虽经卖方维修、更换零配件或换货，仍不能达到买方生产要求的，或因卖方违反上述质量保证服务条款约定给买方造成巨大损失的，买方均有权选择退货，卖方应无条件接受。同时承担因此对买方造成的所有损失。
In quality warranty period, if there is any production problems due to machine problems within the scope of supply, machines after maintenance, replacement of parts or replacement by the seller still cannot meet the buyer's production requirements, or bring about huge losses to the buyer caused by the breach of clauses of quality warranty, the buyer shall be entitled to return the equipmentwith the selleracceptance unconditionally. At the same time, all losses thereby shall be borne by the seller.

14.2 影响进度的违约责任和赔偿 Liability and compensation for breach of contract result from affecting progress

14.2.1 延期交付 Delay the delivery

卖方逾期交付设备的，每逾期一日，应按合同总价 1%向买方支付逾期交货违约金。造成买方无法完成客户订单的，卖方承担买方全部经济损失。逾期交货超过 15 日，视为交货不能，买方有权直接解除本合同；买方以此解除合同的，卖方应返还买方已经支付的款项并向买方支付合同总价 30%的违约金。
If the seller delays in delivering the equipment, it shall pay liquidated damages at the rate of 1% of the totalvalue herein to the buyer for each day of delay.If the buyer is unable to fulfill the customer's order, the seller shall bear all the economic losses of the buyer.If the delivery is delayed for more than 15 days, the buyer shall be entitled to terminate the contract directly for the buyer‘s incapacity of delivery.If the buyer terminates the contract thereby, the seller shall fully return the amount paid by the buyer and pay liquidated damages at the rate of 30 of total value herein.

14.2.2 延期安装 Delayed installation

如卖方负责设备安装，卖方应按约定及时派人到买方开始安装。如延期开始安装或延期安装完成，每逾期一天，卖方应向买方支付合同总价 0.5%的违约金；
If the Seller is responsible for the equipment installation, the Seller shall send someone to the Buyer to start the installation as agreed. In case of delayed start or delayed completion of installation, the Seller shall pay the Buyer liquidated damages for 0.5% of the total value herein for each day.

14.2.3 延期调试 Debug extension

卖方应按约定及时派人到买方开始调试。如延期调试，每逾期一天，卖方向买方支付合同总价 0.5%的违约金；
The Seller shall send personnels to start debugging as agreed. In case of delayed debugging, the Seller shall pay the Buyer liquidated damages for 0.5% of the total value herein for each day.

14.2.3 服务不及时 Untimely service

卖方应提供周到、及时、高质量的售后服务。如设备出现质量问题，卖方接到通知后应按约定及时派人到买方实施维修。每逾期一天，卖方应向买方支付合同总价 0.5%的违约金。
The seller shall provide thoughtful, timely and high-quality after-sales service. In case of any quality problems, the seller shall send someone for maintenance as agreed as soon as notified. The Seller shall pay the Buyer liquidated damages for 0.5% of the total value herein for each day.
如果卖方在买方提出书面要求后仍然未按本合同的约定提供服务，卖方同意买方可以委托第三方提供有关的服务，因此而发生的费用全部有卖方承担；
if the seller still fails to provide the service as agreed herein after the written request of the buyer, the seller agrees that the buyer may entrust a third party to provide the relevant service, and all expenses incurred thereby shall be borne by the seller;

14.2.4 保密违约责任与赔偿 Liability and compensation for breach of confidentiality

如果违反有关法律或本合同任何保密约定的，双方同意如下内容：
1、卖方应当按照买方的指示采取有效的方法对该专有信息进行保密，所需费用由卖方承担；
2、卖方应当赔偿买方因违约而造成的所有损失，并视情况减少订购量或取消供应商资格；
In case of violation of relevant laws or any confidentiality provisions hereof, the parties agree as follows:
1、The seller shall, as instructed by the buyer, take effective measures to keep the proprietary information confidential at the seller's expense;
2、The seller shall compensate the buyer for all losses caused by the breach of contract. And reduce the order quantity or cancel the supplier qualification as appropriate;

14.2.5 其他约定 Other provisions

若买方认为卖方发生了违约行为（包括不作为），买方应当书面通知卖方要求卖方更正。同时买方有权暂停支付设备款，直至双方的争议得到解决为止。

If the buyer believes that the seller has violated the contract (including nonfeasance), the buyer shall notify the seller in writing and require the seller to correct. Meanwhile, the buyer shall be entitled to suspend the payment of the equipment until the dispute between the parties is resolved.

若卖方的违约行为导致买方有权根据合同的约定收取违约金，买方可以从应支付给卖方的款项中扣除违约金及买方的其他损失。

If the buyer being entitled to charge liquidated damages herein result from breach of contract , the buyer has the right to deduct the liquidated damages and other losses of the buyer from the amount payable to the seller.

15 合同生效 Effectiveness of the contract

本合同及其附件一式肆份，买方执叁份，**经合同双方法定代表人或其有效授权的人签字并加盖公章后生效；**this contract and its attachment shall be in quadruplicate, in which three copies for the buyer, and shall come into force upon being signed and officially sealed by the legal representatives of both parties or their duly authorized persons

（注意如租赁、代理、服务、电梯维保等必须有明确合同有效期）

16 合同解除、终止 Discharge or Termination of the contract

卖方同意买方在下列情况下有权单方解除合同：The seller agrees that the buyer has the right to unilaterally discharge the contract under the following circumstances:

16.1 卖方交付的设备和/或服务不符合技术合同的要求超过 4 周。

The equipment and/or services delivered by the seller do not meet the requirements of the technical contract for more than 4 weeks.

16.2 卖方未能在原约定期限后的四周内将设备调试达到技术合同的要求或未在规定期限内到现场处理质量问题的次数在 1 年内累计达到 3 次的。

The seller fails to meet the technical requirements within four weeks upon the scheduled date or fails to deal with quality problems on the site for 3 time totally per year within the specified time.

16.3 卖方违反本合同的其他约定或违反有关法律的有关规定，经买方书面要求更正违约行为后仍然不立即更正或该违约行为是无法更正的。

If the seller violates other provisions of this contract or the relevant provisions of laws, it still fails to correct the breach immediately upon the written request or the breach cannot be corrected.

16.4 买方按本合同的约定解除合同后，卖方应在解除合同通知送达之日起 10 日内全额退还已支付的款额并加算相应的利息。卖方还应向买方支付合同总价 30% 的违约金，违约金不足以弥补买方的全部损失的，卖方还应予以赔偿买方的全部损失。如设备已交到买方的，设备退回的一切费用均由卖方承担。

In case of the discharge of contract thereby, the seller shall fully return the amount paid by the buyer and interests added as of the delivery date for a period of 10 days thereafter. The seller shall also pay 30% of the total value herein as liquidated damages to the seller.If the liquidated damages are insufficient to compensate all losses of the buyer, the seller shall compensate all losses of the buyer. If the equipment has been delivered to the buyer, all expenses for their return shall be borne by the seller.

17 适用法律与争议解决 Applicable law and dispute resolution

17.1 本合同的订立、有效性、解释、履行及争议适用有效的中华人民共和国法律。

The conclusion, validity, explanation, performance and dispute of this contract shall be applicable to the effective laws of the People's Republic of China.

17.2 因本合同引起的或与本合同有关的任何争议,双方应争取通过友好协商解决。如果在一方向另一方发出要求友好协商的书面通知后十(10)日内,该争议未能解决,则应由双方高级管理层进行磋商。如果在发出上述要求友好协商的书面通知后三十(30)日内,经高级管理层磋商该争议仍未得到解决,则双方应将该争议提交中国国际经济贸易仲裁委员会**北京总会仲裁**。按照程序予以**仲裁**解决，**适用中国法律，仲裁过程适用中文**。

Any dispute arising from or in connection with this contract shall be settled by both parties through friendly negotiation. If the dispute cannot be resolved as of the issue of written notice for amicable negotiation for a period of ten (10) days thereafter, it shall be negotiated by the senior management of both parties. If it is still not

solved by the senior management as of the issue of written notice for amicable negotiation for a period of thirty (30) days thereafter, the parties shall submit the dispute to the CIETAC for arbitration. The lawsuit shall be settled in accordance with the procedure.

17.3 本合同所称之损失为买方的直接及间接损失，包括但不限于约定违约金、合同履行后可以获得的利益、买方寻求替代产品（设备）发生的额外成本及费用、诉讼或仲裁费以及合理的调查费、公证费、鉴定费、律师费等相关费用。

Losses herein refer to the direct or indirect losses of the buyer, including without limitation agreed liquidated damages, the interests thereafter, extra costs and expenses due to seeking alternative products (equipment) by the buyer, litigation or arbitration fee and reasonable investigation charge, notarial cost, appraisal fee, attorney fee and other related expenses.

17.4 卖方安装调试人员在买方工厂进行工作，需要办理的类似居住证、工作证、劳务合同、特种作业相关证件、相关税收等所有业务办理及因此产生的所有费用均由卖方负责自行办理，买方给予必要的协助，包括触及到当地法律规定的所有费用产生等由卖方负责，卖方要严格按照当地法律法规展开工作，同时不得影响买方项目进度。

The Seller should handle affairs with the necessary assistance of the buyer and bear the cost of the residence permit, work permit, service contract, special operation certificate and relative tax for the persons who shall work in the Buyer's plant. All expenses due to the violation of local laws & regulations should be born by the Seller. The Seller should strictly obey the local laws & regulations without any effect on the project.

17.5 因卖方出具的发票不真实、不合格而引起的一切责任（包括商业责任和法律责任）和损失由卖方承担。

All liabilities (including commercial liabilities and legal liabilities) and losses arising from the untruthful and unqualified invoices issued by the Seller shall be borne by the Seller.

17.6 本合同未尽事宜，应由双方友好协商解决。如需对本合同及其附件作任何修改或补充，须由双方以书面做出方为有效。未经对方认可单方修改的，修改内容无效，按原条款内容执行。

The uncovered matter herein shall be settled by the parties through friendly negotiation. Any amendment or supplement to this contract and its attachment can be valid agreed in writing by both parties. In case of unilateral amendment without the approval of the other party, the amendment shall be invalid and shall be executed in accordance with the original provisions. In case of any discrepancy between the amended or supplementary documents and this contract, the amended or supplementary documents shall prevail.

17.7 合同附件为本合同的组成部分，二者具有同等法律效力。

The attachment is an integral part of the contract, both of them have the same legal effect.

如本合同中英文有冲突，以中文为准。

In case of discrepancies between English and Chinese versions, the Chinese version shall prevail.