

# 合同 CONTRACT

NO.: MEMS200407S1  
日期: 2020年04月7日

买方: 北京光华荣昌汽车部件有限公司  
The Buyers:  
地址: 北京市昌平区流村镇工业园区  
Tel (电话): 18612905851 Fax (传真): /

卖方: 麦思科技有限公司  
The Sellers: MEMS TECHNOLOGY CORP  
地址: 6F, No.192, Sec3, Chongyang Road, Sanchong City, Taipei County, Taiwan  
Address: 6F, No.192, Sec3, Chongyang Road, Sanchong City, Taipei County, Taiwan  
Tel (电话): +852 2622 2795 Fax (传真): +852 2622 2503

This Contract is made by and between the Buyers and the Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity according to the terms and conditions stipulated below:

本合同由买卖双方共同确立, 卖方同意销售、买方同意购买下述产品, 并按照下述条款执行合同

## 1. 货物名称、规格、数量、单价、总价

COMMODITY、SPECIFICATIONS、Quantity、Unit price、Total Price

货品及规格 COMMODITY AND SPECIFICATIONS	数量 Quantity	单价 Unit price	总价 Total Price
5330 型号传感器平衡校准	1 片	RMB 1,200.0	RMB 1,200.00

TOTAL: RMB 1,200.00 (不含税)

备注: 快递寄送 (甲方自行承担往返运费)  
费用按照付款当日汇率以美金结算

## 2. 装运期限: 收到 100% 货款且收到传感器后 15 天内

TIME OF SHIPMENT: within 15 days after received the 100% payment and the sensor

## 3. 付款条件:

合同签订后支付 100% 货款

TERM OF PAYMENT: 100% Payment after sign the contract

## 4. 不可抗力:

由于人力不可抗拒事故, 而卖方交货延迟或不能交货时, 责任不在卖方, 但卖方应立即将事故通知买方, 并于事故发生后 14 天内将事故发生地政府主管机关的证明书用空邮件邮寄交给买方为证, 并索取买方的认可。

在上述情况下，卖方仍有在采取一切必要措施从速交货物的责任，如果事故持续超过 10 个星期，买方有权取消合同。

**FORCE MAJEURE:**

The Sellers shall not be held responsible for any delay in delivery or non delivery of the goods due to force majeure. However, the sellers shall advise the buyer immediately of such occurrence and within fourteen days thereafter shall send by airmail to the buyers for their acceptance a certificate issued by the competent government authorities of the place where the accident occurs as evidence thereof, Under such circumstances the competent government authorities of the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident last for more than ten week, the buyers have the right to cancel this contract.

**5. 仲裁:**

所有纠纷与本合同或执行存在的争端应通过友好谈判。如果没有解决，可以达成，此案便可提交仲裁的仲裁委员会，中国为国际贸易促进委员会依照暂行颁布的程序，表示仲裁委员会。仲裁地点在北京，并决定该仲裁委员会应具有约束力的最终决定后，双方;任何一方都不得谋求资源向法院其他机关上诉改判的决定。仲裁费应由败诉一方或仲裁，可定居在第三国共同商定，由双方。

**ARBITRATION:**

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to the Arbitration Committee of the China Council for the Promotion of International Trade in accordance with the Provisional Rules of Procedures promulgated by the said Arbitration Committee. The Arbitration shall take place in Beijing and the decision of the Arbitration Committee shall be final and binding upon both parties; neither party shall seek recourse to a law court for other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party or the Arbitration may be settled in the third country mutually agreed upon by both parties.

本合同一式两份，如果中文与英文之间出现不一致，以中文为准，如有不明确事项，按技术约定，买卖双方各执一份。

This contract in tow Original Copies is made out in Chinese and English, if there is any conflict between the tow languages, the Chinese shall govern, if anything not clear, see the technique contract, one is to be held by sellers, the other to be held by the buyer.

**买方:**

**The Buyers:**

**卖方: 麦思科技有限公司**

**The Sellers: MEMS TECHNOLOGY CORP**