

上海克劳斯玛菲机械有限公司
中国（上海）自由贸易试验区长清北路233号
中化国际广场2层南区 邮政编码：200216

公司
Company Hunan Guanghua Auto Parts R
Co., Ltd
湖南光华荣昌汽车部件有限公司
Zone 46, liyu Industrial park, tianyu
zhuzhou
HUNAN
PEOPLES REPUBLIC OF CHINA

发货地址
Company
Hunan Guanghua Auto Parts Rongchang
Co., Ltd
湖南光华荣昌汽车部件有限公司
Zone 46, liyu Industrial park, tianyu
zhuzhou
HUNAN
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销售合同

报价号码 26375199 日期 2024年9月9日
部门 26

询价信息 / 日期
/ 2024年6月27日

客户编码:
702021

有效期:
2024年7月27日

联系人

Ms. Kris Lv, Abt. Offer & Order Management

电话 21/5050 961-317 传真

电子邮件 Kris.Lv@kraussmaffei.com



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发货方式 : express

国际贸易术语解释通则(2000) : DDP Hunan

尊敬的客户:

感谢您的询价。针对贵公司的询价我们做出以下报价:

序号	产品描述	预计发货日期	数量	单位	未税单价 CNY	未税总价 CNY
10	4657242 FILTER INSERT 滤芯	app 8-10wk	2	PC	10,620.00	21,240.00
20	20270784 FEELER, TEMPERATURE 传感器, 温度	app 8-10wk	1	PC	2,140.00	2,140.00

产品未税总价		CNY	23,380.00
订单未税总价		CNY	23,380.00
增值税	13.000 %	CNY	3,039.40
订单含税总价		CNY	26,419.40

付款条件

KraussMaffei

Pioneering Plastics

Company Hunan Guanghua Auto Parts R
Co., Ltd
湖南光华荣昌汽车零部件有限公司
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100 % 预付

The delivered parts will remain the property of Shanghai KraussMaffei Machinery Co., Ltd until fullpayment of our invoice.

公司名称: 上海克劳斯玛菲机械有限公司
注册地址: 中国(上海)自由贸易试验区泰谷路88号6层623室
开户银行: 中国银行上海市前滩支行
银行地址: 上海市浦东新区东育路227弄6号1楼
行号: 104290006226
银行代码: BKCHCNBJ300
银行账号: 448181046831
公司税号: 913100006822952471
邮编: 200126
电话: 021-50509610

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Annex. :

附件:

The following content is only applicable to customers in China

以下内容仅针对中国地区客户

Remark备注:

For spare parts business, the minimum order value is 2000RMB excluding VAT. The additional administration fee of 1000RMB needed to be added for each order lower than 2000RMB excluding VAT. 针对备品备件订单, 单一合同最小起订金额为2000人民币不含税, 对小于2000人民币不含税的采购订单, 每单加收小额合同管理费1000人民币不含税。

Warranty

质保期

Wear parts has no warranty terms (except for the following products with a warranty period of 12 months after arrival)

注意易损、易耗类产品不在质保范围内(除以下产品质保期为到货后的12个月)

RPM 发泡设备备件——混合头、计量泵

IMM 注塑设备备件——结构件钢制品

EXT 挤出设备备件——机筒、螺杆(不含螺纹元件)、口芯模、定径套

No warranty shall be assumed in particular in the following instances:

KM does not provide a warranty for all spare parts used on non-KM equipment and KM is not responsible for all losses incurred as a result.

Unsuitable or unprofessional use or operation, incorrect installation or commissioning by the Buyer or a third party, natural wear and tear, faulty or careless handling, maintenance not in conformity with specifications or with the operating instructions, Buyer's raw material, production site, operation environment, or production engineering is not suitable.

卖方在以下情况下不承担质保:

对所有使用在非KM设备上的备件, KM不提供质保, 且KM不对因此造成的所有损失负责。

买方或第三方以不正当的方式或非专业的方式使用或操作、不正确的安装或调试、自然损耗、操作错误或疏忽、维护时不符合规范或操作说明、买方原材料、场地、设备工作环境、生产工艺等不符合要求等。

Force Majeure

不可抗力

Should either party be prevented from performing any of its obligations under this Contract due to the event of Force Majeure, such as war, epidemic, serious fire, typhoon, earthquake, flood, cyber hacking and any other events which could not be foreseen, avoided and overcome, the affected party shall notify the other party of occurrence of such an event by written notice within fourteen (14) days following its occurrence.

如果任何一方因为不可抗力事件(例如战争、疫情、严重火灾、台风、地震、水灾、网络黑客攻击和任何其它不可预见、无法避免和克服的事件)而未履行其在本合同项下的义务, 受影响方应当在不可抗力事件发生后十四(14)天内将发生不可抗力一事书面告知另一方。

The affected party shall not be liable for any delay or failure in performing any of its obligations due to the event of Force Majeure. However, the affected party shall inform the other party by fax the

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termination or elimination of the event of Force Majeure as soon as possible.

对于因不可抗力事件造成的延迟履行或不履行其任何义务，受影响方不承担任何责任。但是，受影响方应尽快将不可抗力事件结束或消除的情况以书面方式告知另一方。

The Parties shall proceed with their obligations immediately after the cease of the event of Force Majeure or the removal of the effects and the Contract deadline of the related performance suspended shall be extended correspondingly. Should the effect of the event of Force Majeure last more than one hundred and twenty (120) days, either party is entitled to terminate the Contract by a written notice. 双方应在不可抗力事件终止后或其影响消除后立即继续履行各自的义务，合同履行期限应当按照因受影响而暂停履行的时间段顺延。如果不可抗力事件的影响持续超过一百二十（120）天，任何一方有权以书面通知方式终止合同。

Limitation of Liability 责任限制

Except for the following liabilities which shall not be excluded under statutory law, namely

除依照成文法律不得排除的以下责任外

liabilities for the Buyer's property losses caused by the Sellers' intentional act or through gross negligence;

对因卖方故意行为或由于重大过失使买方遭受的财产损失而须承担的责任；

liabilities for the Buyer's bodily harm or injuries,
对买方遭受的人身伤害或损伤而须承担的责任，

The Seller's entire liabilities to the Buyer, if any, for any claims, demands, causes of action, arising in tort or this contract, including with respect any statutory claim, is limited solely to the Total Contract Price under this Contract, and the Seller shall only be liable for direct damages as could reasonably be foreseen by the Seller at the time when this Contract is concluded. The Seller shall not be liable towards the Buyer for loss of profit or production or other indirect or consequential damages of any kind.

对于因侵权或基于本合同发生的任何权利主张、要求、诉由包括任何法定的权利主张而需由卖方对买方承担的所有责任（如有）仅以本合同项下合同总价为限；而且卖方仅就其在订立本合同时可合理预见的直接损失承担责任。对于利润损失或生产损失或任何其他类型的其他间接损失等，卖方不向买方承担任何责任。

Confidentiality 保密义务

Content of this Contract, drawings, Specifications, reports, photographs, materials, information and other data of Seller relating to this order and all proprietary rights and interests therein and the subject matter thereof ("Proprietary Information") shall remain the property of Seller (which term, for purposes of this paragraph only, shall include any and all affiliates of Seller). Buyer agrees that it will not, without the prior written consent of Seller (i) use Proprietary Information for the production or procurement of Product covered by this Contract or any similar product from any other source, (ii) reproduce or otherwise appropriate Proprietary Information, or (iii) disclose Proprietary Information or make it available to any unauthorized third party, in each case without obtaining Seller' prior written consent. Buyer shall cause its employees, agents and others having access to

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Proprietary Information to be aware of, and to abide by, the terms of this paragraph.

本合同内容, 与本合同相关的卖方的图纸、型号规格、报告、照片和其它资料、信息, 以及其中的所有专有权益及载体 (下称“专有信息”) 应始终为卖方的财产 (在本条中, 本规定应当包括卖方的所有关联公司)。买方同意, 未经卖方书面同意, 买方将不会 (1) 使用专有信息, 生产或采购合同设备, 或生产来自其他来源的类似产品; (2) 用于复制信息, 或通过用其他方式擅自使用这些资料; 或者 (3) 未经卖方书面同意, 将其专有信息泄露给任何未被授权的第三方。买方应使其员工、代理商和任何可接触到这些信息的人知晓并遵守本条规定。

Dispute Resolution and Applicable Law 争议解决和适用法律

All disputes in connection with the execution of this Contract and its performance shall be settled in a friendly manner through negotiation.
应通过友好协商解决与本合同的签署及其履行相关的所有争议。

If the dispute has not been resolved by friendly consultations within thirty (30) days after one party has served written notice to the other party requesting the commencement of such consultations, then any party may submit the dispute to the court where the Plaintiff is located. During the litigation, the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations under the Contract, except insofar as the same may relate directly to the dispute. The litigation expenses including litigation fee, lawyer fee etc shall be borne by the losing party.

如果在一方向另一方送达要求开始友好协商的书面通知后三十 (30) 天内, 未能通过友好协商解决争议, 则任何一方可提交原告所在地人民法院解决该争议。诉讼期间, 双方应继续行使各自在本合同项下的其余权利, 履行各自在本合同项下的其余义务, 但与争议可能直接相关的权利和义务除外。诉讼费、律师费等诉讼费用由败诉方承担。

The validity, interpretation and implementation of the Contract shall be governed by the laws and regulations of the PRC.

本合同的有效性、解释和履行适用中国的法律和法规。