

国际设备采购合同

INTERNATIONAL EQUIPMENT PURCHASE AGREEMENT

合同编号 Contract Number: CBJGRSHB20250722004

本国际设备采购合同（以下简称“本合同”）由以下双方于 2025 年 6 月 24 日（生效日）签署：
光华荣昌智能控制科技欧洲有限公司，一家根据斯洛伐克法律设立并存续，其营业地址：Mlynske Nivy 5, 82109, Bratislava, 斯洛伐克（以下简称“买方”）

Goldrare Intellegent Control Technology Europe s.r.o, a company incorporated and existing under the law of Slovakia, with its Office at Mlynske Nivy 5, 82109 Bratislava, Slovakia (hereinafter “Buyer”)

And

湖南精正设备制造有限公司，一家根据_中华人民共和国_法律设立并存续，其营业地址在湘潭市雨湖区南岭路 6 号的公司（以下简称“卖方”）。

Hunan Jingzheng Equipment Manufacture Co., Ltd., a company incorporated and existing under the law of the People's Republic of China, with its office at No. 6, Nanling Road, Yuhu District District, Xiangtan, Hunan, China 411100. (hereinafter “Seller”).

鉴于买方需要购买设备、工具、备件和模具等货物（统称“设备”），而卖方同意向买方出售这些设备。

WHEREAS, the Buyer desires to purchase certain equipment, tools, parts, molds and other goods, as detailed in clause 1 below (hereinafter “Equipment”) and the Seller agrees to sell such Equipment to the Buyer.

鉴于卖方拥有遵守本协议条款的所有方式、专业知识和人员，包括根据买方提供的技术信息和规范开发、制造、组装设备并将其交付给买方或买方指定的第三方。

WHEREAS the Seller has all means, expertise and personnel to comply with the terms and conditions of this Agreement, including to develop, manufacture, assemble and deliver the Equipment to Buyer or third parties appointed by the Buyer pursuant to the technical information and specifications provided by the Buyer.

鉴于卖方拥有并将自行承担费用和责任维持设备开发、制造、组装和交付所需的所有应具备的许可证。

WHEREAS Seller has and will maintain valid at its sole expenses and responsibilities any and all licenses and permits necessary for the development, manufacture, assembling and delivery of the Equipment.

鉴于，卖方无需也不必进行任何特定投资以履行本协议项下的义务。

WHEREAS Seller did not have to make and will not have to make any specific investment to comply with obligations hereunder.



因此，经双方协商一致，达成以下合同：

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, it is mutually agreed as follows:

1. 设备名称、规格、数量和价格 Name, Specification, Quantity and Price of Equipment

根据本协议，卖方承诺开发、制造、组装并交付给买方，买方同意从卖方处购买以下所列设备：

By this Agreement, Seller undertakes to develop, manufacture, assemble and deliver to Buyer, and Buyer agrees to acquire from Seller the Equipment listed and described below:

序号	设备名称和规格	数量	单位	单价 CNY	总价 CNY	备注
No.	Name & Specification	Quantity	UNIT	Unit Price CNY	Total Price CNY	
1	重卡座椅发泡线	1	套	6,387,200.00	6,387,200.00	
2	四组份发泡机系统	1	套	5,058,378.00	5,058,378.00	
总价 (Total Purchase Price): CNY					11,445,578.00	
贸易术语 (Trade term): INCOTERM 2020 (DAP)						
总购买价格包括安装和调试服务费 The Total Purchase Price includes Installation & Commissioning service fee						

1.1 结算货币与汇率 Settlement Currency and Exchange Rate Locking

本合同总价以人民币计价，以欧元结算，实际支付按以下方式换算成欧元：

汇率基准：每一笔货款按合同约定的支付日中国外汇交易中心公布的欧元兑人民币中间价为准。

The total price of this Contract is denominated in RMB. Actual payments shall be converted into Renminbi in accordance with the following terms:

Payment Rules: All installments shall be paid in Renminbi converted at the aforementioned fixed exchange rate, and shall not be affected by exchange rate fluctuations.

2. 付款 Payment

2.1. 双方同意采取以下第 2 种方式付款：

Both parties agree that the Total Purchase Price of the Equipment is that referred in Section 1.1 above ("Price"). Buyer shall pay the Price to Seller in accordance with the following Method 2 :

1) 信用证付款：买方在本合同装船日期的【】天前通过【】的银行按照合同总金额 100% 开立以卖方为受益人的不可撤销即期信用证 (L/C)。L/C 有效期自合同规定发货之日后【】天为止

Payment by Letter of Credit (L/C): Buyer shall open with bank in 【】 an irrevocable letter of credit (L/C) in favor

of Seller as the beneficiary at an amount of the full purchase price [] days before on board date. The said L/C shall remain in force within [] days after the date of goods shipped which stipulated in this agreement.

2) 银行电汇付款 Payment by Bank Wire Transfer

2.1 设备到买方工厂安装调试完，经买方最终验收合格后二十个工作日内，买方核对无误后支付合同总价的 90%，合计人民币 10,301,020.20 元，按付款时汇率折算为欧元。

90% of the total contract price will be payable after upon successful installation, commissioning, and final acceptance by the Buyer at their factory, and within twenty working days thereafter, the Buyer shall, after verification .

2.2. 设备最终验收合格之日起 1 个月内，卖方凭买方签字的最终验收合格书正本一份 10 个工作日内支付。兑现合同总价的 10%，合计人民币 1,144,557.80 万元，按付款时汇率折算为欧元。

【10】% of the total purchase price will be paid by Buyer after 1 months from the acceptance date of the Final Inspection of the Equipment against presentation to Buyer of the final acceptance certificate signed by Buyer after the Final Inspection of the Equipment

3. 单据 Documents

3.1. 发票一式四份，注明合同号、设备名称、数量、单价、总价；

Invoice in four (4) originals indicating contract number, equipment name, quantity, unit price and total purchase price;

3.2. 清洁提单一式两份，全套空白抬头、空白背书，

3.3. Clean Ocean Bill or Bills of lading marked "Freight Collect" in two (2) originals with blank title and blank endorsement;

3.4. 装箱单一式三份；

Packing list in three (3) originals;

3.5. 本合同复印件一份；

One (1) copy of this Agreement;

3.6. 由制造厂商出具的品质保证书一份；

One (1) original certificate of quality issued by the manufacturer

3.7. 原产地证书一份。

One (1) original Certificate of Origin.

4. 交货条件 Terms of Delivery

DAP

5. 质量标准 Quality Standards of EQUIPMENTS

5.1. 设备的原产地和制造商

The country of origin and manufacturer of the Equipment are the following:

原产地：中国，制造商：湖南精正设备制造有限公司

5.2. Country of Origin: china, Manufacturer: Hunan Jingzheng Equipment Manufacture Co., Ltd

其他质量标准详见本合同附件《聚氨酯 28 工位四组份座椅发泡生产线技术方案》。
Other quality standards of Equipment are stipulated in the **Technical Agreement attached hereto**.

6. 包装和装运标记 Packing and Shipping Mark

6.1. 设备包装应采用适合长途运输的木质或其他包装材料，并具有防潮、隔热、防锈蚀、防震、防粗暴操作等功能，适合海运/空运及内陆运输等长途运输。若设备采用木箱包装，卖方须向买方提供由原产地出具的官方“消毒/熏蒸”证明，木质包装应加盖熏蒸证书代码，包装上应加盖“IPPC”印章，告知原产国、熏蒸类型和公司代码。此印章必须至少在包装的两面；对于无木质包装的设备，卖方须出具《无木质包装声明》。包装应符合买方所在国海关检疫标准和其他相关法律法规要求。

The Equipment shall be packed in new strong wooden case(s) or other packing materials suitable for long distance transportation and well protected against dampness, moisture, heat, rust, shock and rough handling. If the Equipment is packed in wooden cases, Seller shall provide Buyer with the official "disinfection / fumigation" certificate issued by the place of origin. The wooden package shall be stamped with the fumigation certificate code, and the package shall have the stamp "IPPC" informing the country of origin, the type of fumigation and code of company. This stamp must be in both sides of package at least. In case of non-wood packing, Seller shall issue the Declaration of Non-wood Packing. The packing must comply with customs' quarantine regulations and other relevant laws and regulations of Buyer's country.

6.2. 卖方应在每件包装箱上用不褪色的油漆写明进口商、包装箱号码、毛重/净重、“此端向上”、“禁止上下堆栈”、“防潮”等字样及按照买方要求满足接收国政府的其他要求。对于设备有特殊装卸、运输要求的，或存在腐蚀、易燃易爆等危险因素的，卖方应做出警示标志，并妥善包装托运。

Seller shall mark on each package with fadeless paint Importer, package number, gross weight / net weight, "THIS SIDE UP", and "DO NOT STACK UPSIDE DOWN", "KEEP AWAY FROM MOISTURE", etc and meet requirements of country where the equipment is imported. Seller shall pack the Equipment properly and make a warning sign with special requirements for loading, unloading and transportation, or for the Equipment with the risk of corrosive, flammable and other risk factors.

6.3. 如设备包装、装运或防护措施不当，导致设备毁损、灭失或给买方造成损失的，均由卖方承担责任。Seller shall be liable for all the damage to, loss of the Equipment or other damages suffered by Buyer arising from improper packing, loading and unloading, and other protective measures.

7. 交货地点及交付 Delivery

7.1. 交货地点：买方填写

斯洛伐克首都布拉迪斯拉发

Bratislava, Slovakia

7.2. 卖方应谨慎、勤勉地行事，并确保设备按时在交货地点交付。

Seller shall act prudently and diligently and shall ensure that the Equipment is delivered to Buyer at port of dispatch on time.

7.3. Lead time of machine:

装运时间 Time of shipment: **TBD**

装运港 Port of Loading: **深圳 SHENZHEN**

目的港 Port of Destination: BRATISLAVA 布拉迪斯拉发

7.4. 设备装运完毕后3个工作日内，卖方应立即将本合同第3条规定的单据及预计到达时间通知买方，并在7个工作日内将以上单据各一份快递给买方。

Within [3] working days from the completion of loading the Equipment on board, Seller shall inform Buyer and provide copies of the documents stipulated in Clause 3, and, send the originals to Buyer immediately by courier within 7 working days.

7.5. 为免疑义，双方同意，在设备运抵港口之前，买方可自行决定在卖方工厂内对设备进行检查。此类检查的日期和时间将由双方以书面形式商定。卖方承认并同意，该检查不构成买方对设备的任何放行或正式验收，因此设备仍将受限于本协议关于质量保证责任的规定。

For the avoidance of doubts, the parties agree that previous to the release of the Equipment to the port, the Buyer may, at its sole discretion, proceed with an inspection of the Equipment in the Seller's facility. The date and time of such inspection will be agreed upon between the parties in writing. Seller acknowledges and agrees that this inspection does not constitute any release or formal acceptance of the Equipment from Buyer, so the Equipment will still be subject to the provisions of this Agreement regarding quality warranty.

8. 安装与调试 Installation & Commissioning

8.1. 提供设备的安装和调试。

Provision of Installation & Commissioning

8.2. 除非买方另有要求，卖方的安装与调试人员应在当设备到达买方工厂后7个自然日内到达工厂。卖方的安装与调试人员应为卖方中国工厂专业的安装与调试人员，就该安装与调试人员从中国出差到买方指定地点进行调试安装而可能产生的所有差旅、安装、管理等全部相关费用均由卖方自己承担。

Unless otherwise required by Buyer, the commissioning personnel of the Seller shall arrive at the Buyer's facility within 7 calendar days after the Equipment arrives at the Buyer's facility. For the avoidance of doubts, the commissioning personnel of the Seller shall not be a Brazilian representative but an experienced technicians from its Chinese factory. All travel expenses, installation expenses and management costs therefrom shall be assumed by Seller.

8.3. 除非买方另有要求，卖方安装与调试人员到达买方工厂后，应在60个工作日内完成安装调试。

8.4. Unless otherwise required by Buyer, Seller shall complete the installation, adjustment within [60] Working days (英文是60个工作日) after the arrival of the commissioning personnel at Buyer's factory.

9. 验收和质量保证 Inspection and Quality Warranty

9.1. 初步验收：发货前，卖方应保证制造厂已对设备的质量、规格、性能和数量/重量作精密全面的检验，出具检验证明书，证明设备符合合同规定，并说明检验的技术资料和结论。证明书将作为呈交给付款银行或买方要求付款的凭证之一。买方有权视情况参加该检验，在买方参加检验的情况下，证明书应由卖方和买方共同确认，但由于卖方过错和工作失误造成的任何损失买方不承担任何责任。

Initial inspection: The manufacturers shall, make a precise and comprehensive inspection of the Equipment as regards the quality, specifications, performance, and quantity/weight, and issue certificates certifying that the Equipment is in conformity with the stipulations of this Agreement, and explaining the inspection technical material and conclusion. The certificate shall form an integral part of the documents to be presented to the paying bank or Buyer for payment. Buyer has the right to attend the inspection. In this case, the certificate shall be confirmed by both Buyer and Seller.

9.2. 设备到达后, 如发现设备残损或规格、数量或质量与合同或买方要求不符的, 买方有权在设备到达目的港后[90]个自然日内拒收该设备并向卖方索赔, 纯因买方造成的损失除外。若卖方收到上述索赔后[20]个自然日内未予答复, 则视为卖方接受买方提出的全部索赔请求。

After arrival of the Equipment, if there is any damage to the Equipment or any discrepancy regarding the specifications, the quantity or the quality, the Buyer shall have the right, within [90] calendar days after arrival of the Equipment at the port of destination, to reject the Equipment and claim all damages against the Seller, except the damages solely caused by Buyer. The said claim shall be deemed accepted if the Seller fails to reply within [20]calendar days after receipt of the Buyer's claim.

9.3. 最终验收: 设备符合《聚氨酯 28 工位四组份座椅发泡生产线技术方案》要求, 安装并正常运行 5 天内, 买卖双方进行验收测试, 验收测试合格 2 天内由双方签署验收合格证明书(简称“ATC”), 该证书将作为呈交给付款银行或买方的付款凭证之一。 **Final Inspection:** After accepted complied with technical document, the Buyer and the Seller shall execute Acceptance Test together. The Acceptance Test Certificate (“ATC”) will be issued and signed and sealed by both parties if the Equipment is found qualified after the test. Such ATC shall form an integral part of the documents to be presented to the paying bank or Buyer for payment.

9.4. 若在最终验收时发现设备存在质量缺陷而影响运行的问题, 卖方应立即免费进行维修或更换零部件直至最终验收合格符合《聚氨酯 28 工位四组份座椅发泡生产线技术方案》内容要求。若在发现缺陷[20]天内, 卖方仍不能将设备维修或更换达到《聚氨酯 28 工位四组份座椅发泡生产线技术方案》规定的标准, 则买方可自行决定: (一) 拒收该设备并向卖方索赔, 卖方除须退还全部货款之外, 还应负担由此导致买方产生的一切费用和损失(包括但不限于检验费、运费、仓储费、装卸费等)。(二) 接受设备, 但买方有权根据质量低劣的程度、买方受损害的程度或损失的多少等因素对设备进行折价, 买方使用设备不影响买方在本合同项下的其他权利。卖方设备安装调试完毕后半年内无法达到《聚氨酯 28 工位四组份座椅发泡生产线技术方案》要求而导致买方无法投入正常使用, 协商无果后, 买方有权解除合同并要求卖方赔偿合同总价款的 50%, 当违约金不足以赔偿损失时,应以实际损失为准。

In case the defect of the Equipment or other issues that may affect operation is found during the final inspection, Seller shall at its own costs, repair or replace the Equipment or its accessories immediately. If Seller fails to repair or replace the Equipment to ensure that the Equipment conforms with the standards as stipulated in this Agreement within ten(10) days after the defect is found, Buyer may at its own discretion, (i) reject the Equipment and claim against the Seller. In addition to the full refund, the Seller shall bear all expenses and losses incurred thereby to the Buyer, including but not limited to fees of inspection, transportation, storage, handling and any other losses or (ii) accept the Equipment and require a discount on the price of the Equipment based on the degree of defect, the amount of damages and losses which the Buyer suffers from such defect, without prejudice to Buyer's any right hereunder.

9.5. 卖方提供从最终验收合格之日起为期一年(“质保期”)的免费保修服务。如设备在质保期内出现质量问题, 卖方在收到买方通知后, 应在买方指定的期限内完成维修(包括派出技术人员到达买方现场解决故障), 并由卖方承担由此发生的所有费用。如卖方未能在卖方指定的期限内完成维修, 则维修期限每迟延一天, 卖方应向买方支付合同总金额万分之四的违约金。若设备经卖方维修仍未能达到买方使用目的, 买方可以要求退款或换货, 卖方应在收到买方通知后七(7)个工作日内退款或换货, 每迟延一日, 卖方应额外向买方支付已付货款万分之四的违约金(不影响买方退款或换货的权利)。

Seller warrants that the quality warranty period of the Equipment shall be 1 years from the acceptance date of Final Inspection (“**Quality Warranty Period**”). Buyer will inform Seller if the Equipment has any defect during the Quality Warranty Period and Seller shall repair the Equipment, including sending the technicians to solve problem on site, within the period required by Buyer at Seller's cost. If Seller fails to repair within that period, Seller shall pay liquidated damages equivalent to 0.1% of the total purchase price per day. If the Equipment is still

not fit for Buyer's intended use after repair, Buyer is entitled to ask for a full refund or replacement of the Equipment. Seller shall make the refund or replacement within seven (7) working days after receiving Buyer's notification, otherwise Seller shall pay Buyer additional liquidated damages equivalent to 1‰ of paid payment per day without prejudice to Buyer's right of refund or replacement.

10. 陈述及保证 Representation and Warrants

10.1. 卖方保证设备是全新的，没有设计、材料和工艺缺陷，适合买方计划的用途，并且质量、规格、性能与本合同及订单（如有）规定相符。

Seller warrants that the Equipment is brand new, free from defect in design, material and manufacturing, and fit for Buyer's intended purpose and comply with all requirements of the quality, specifications and performance in all aspects as stipulated in this Agreement and the Purchase Order (if any).

10.2. 卖方保证其提供的技术文件、图纸等相关资料完整、准确和真实，且应包含正常操作、使用、维护及维修所需的所有信息，英文和斯洛伐克语各两份。

Seller warrants that the related files and documents shall be so complete, accurate and true and shall include all information necessary for normal operation, use, maintenance, and repair.

10.3. 卖方保证设备的安全性及环保性，并符合买卖双方所在国所有法律法规及买方对设备安全性能及标准的规定。

Seller warrants that the Equipment is safety and environmental friendly, complying with all laws and regulations of Buyer's country and all the safety performance and standards required by Buyer.

10.4. 卖方保证：（一）其对设备及其任何部分拥有完整且合法的所有权；（二）设备及其任何部分未设置任何抵押、留置或其他任何担保权益；（三）设备及其任何部分未侵犯任意第三方的包括专利、商标、版权在内任何知识产权。

Seller represents and warrants that: (i) it has full ownership of the Equipment and the related parties; (ii) the Equipment and the related parts is free from and without any and all security interests, liens or encumbrances; (iii) the Equipment and related parts do not infringe any third party's intellectual property right including but not limited to pattern, trademark and copyright.

11. 责任与补偿 Liability and Indemnity

11.1. 除本合同规定的不可抗力因素外，如卖方不能按合同规定的时间交货或安装的：

1) 买方有权要求在卖方支付逾期交货违约金的条件下延期交货。延迟交货违约金可由支付银行或买方在支付货款时扣除，违约金按每天货物总值的万分之四的比例收取。

The buyer has the right to receive the Equipment in delivery under the condition that the Seller pays liquidated damages for late delivery. The liquidated damages for delayed delivery can be deducted by the paying bank or the buyer when paying for goods. The penalty is charged at a rate of 【0.1% of the total value of goods every 7 days】 , and less than 7 days is calculated as 7 days.

2) 如卖方不能按合同规定的时间完成安装调试，买方有权要求在卖方支付延迟完成安装调试违约金的条件下延迟完成安装调试。延迟完成安装调试违约金可由买方在支付时扣除，每天收取合同总价的万分之四比例的违约金；

If the seller cannot complete installation and commissioning according to the time stipulated in the contract, the

buyer has the right to conduct inspection in completion of installation and commissioning under the condition that the seller pays liquidated damages for delayed completion of installation and commissioning. The liquidated damages for delayed completion of installation and commissioning can be deducted by the buyer when paying, and a penalty of [0.1]% of the total contract price is charged every 7 days, and less than 7 days is calculated as 7 days.

3) 如果逾期交货或安装超过 30 天, 买方有权解除合同, 合同自买方解除合同的通知送达卖方时解除。此时, 卖方仍应在收到解除合同通知之日起 5 日内按上述规定向买方支付逾期交货违约金及退还已收合同款项。此外, 卖方应对买方因此遭受的其它损失、支出、费用承担赔偿责任(包括但不限于买方对客户、第三方的赔偿, 行政机关的处罚及相应的诉讼、律师、鉴定、差旅等费用)。

If delivery or installation is delayed for more than 30 days, the buyer has the right to terminate this contract, which will be terminated when notice of termination is delivered by the buyer to the seller. At this time, within 5 days from receiving notice of termination of contract from buyer, seller shall pay the said liquidated damages according to above provisions and refund the price paid to the seller. In addition, sellers shall bear compensation liability for other losses, expenses and costs incurred by buyers as a result (including not limited to compensation to customers or third parties, administrative penalties and corresponding litigation, lawyer's fees, appraisal fees, travel expenses).

4) 买方根据卖方技术要求购买配套零件(见附件 1: 以下简称"特定配件"), 双方共同对特定配件进行验收。验收后, 卖方在设备接收地对特定配件进行安装、调试, 以确保特定配件在设备上的正常运转并符合《聚氨酯 28 工位四组份座椅发泡生产线技术方案》。买方为卖方购买的特定配件, 与设备质保期同期, 责任由卖方承担, 如因特定配件致使设备无法使用或影响正常使用, 卖方负责在买方指定期限内购买新特定配件或买方自质保金扣除向第三方采购新特定配件而产生的费用, 并赔偿买方的全部损失。

11.2. 卖方违反上述保证或本合同项下的其他义务, 则应承担因此导致买方发生的一切直接或间接的费用和损失, 包括但不限于利润损失, 商业损失等。

In case Seller breaches any warranty or other obligations set forth herein, Seller shall be liable for all the expense, loss and damage, including but not limited to profit loss, business loss, directly or indirectly suffered by Buyer.

11.3. 因设备质量缺陷或卖方现场作业导致买方或任意第三方发生人身伤亡或财产损害的, 均由卖方承担全部损害赔偿赔偿责任。

Seller shall indemnify Buyer against all liabilities incurred or suffered by Buyer or any third party in connection with any death or personal injury or loss of property resulting from any defect in the Equipment or Seller's on site operations.

11.4. 就卖方依据本合同应该支付的违约金或其他损害赔偿款项, 买方有权直接从应付货款中扣除。

Buyer has the right to deduct any liquidated damages and losses, expenses and damages against Seller under this Agreement from any payment of purchase price of the Equipment due to Seller.

11.5. 除本合同规定的不可抗力因素外, 买方如出现以下情况应承担相应的责任:

In addition to the force majeure factors stipulated in this contract, the buyer shall bear corresponding responsibilities if the following situations occur:

1) 买方未按合同约定时间付款, 应承担违约金, 违约金按每天逾期金额的万分之四的比例收取。If the buyer fails to make payment as stipulated in the contract, it shall bear a penalty. The penalty shall be charged at a rate of 0.1% of the total value of the goods for every 7 days. If the period is less than 7 days, it shall be calculated as 7 days.

2) 因买方原因导致: 卖方不能按合同约定日期发货, 或者货物在目的地港、车站滞留, 或者不能在工厂

进行安装，或者因买方原因导致卖方不能如期安排出国人员，如果产生合同款项以外的其它费用或损失由买方承担，如给卖方造成损失的应赔偿卖方损失。

In the event that the seller fails to deliver the goods on the date stipulated in the contract due to the buyer's reasons, or the goods are detained at the destination port or station, or cannot be installed at the factory, or the seller is unable to arrange personnel to go abroad on schedule due to the buyer's reasons, if any other expenses or losses other than the contract amount arise, they shall be borne by the buyer. If any losses are caused to the seller, the buyer shall compensate the seller for such losses.

12. 不可抗力 Force Majeure

12.1. 本合同任一方如因遭遇不可抗力事件（指受影响方无法合理预防、避免或克服的任何事件或情况及后果，包括地震、飓风、洪水、战争、军事行动等），而未能履行或迟延履行本合同义务的，在履行第二款规定的通知义务的前提下，受影响一方不向另一方承担责任，但其应采取合理措施尽力消除影响和恢复履行。

If either party hereto encounters an event of Force Majeure, which cannot reasonably be prevented, avoided or surmounted by the party affected thereby including earthquakes, hurricanes, floods, military actions and wars, and is prevented from performing its obligations in accordance herewith, neither party has the right to seek indemnification for the losses or damage caused by the Force Majeure, provided that the affected party has fulfilled its obligation under the clause 11.2. Under such circumstance, the affected party, however, is still under the obligation to take all necessary measures to hasten the delivery.

12.2. 发生不可抗力事件后，受影响方应立即将书面通知另一方，并在事故发生后十五（15）天内将有关政府或商会出具的事故证明文件邮寄给另一方确认。如果不可抗力持续超过三十（30）天，则任何一方均有权在书面通知另一方终止本合同。如果不可抗力事件发生在任何一方迟延交付或迟延履行后，该方不得免除因不可抗力造成的损失或损害的赔偿责任。为免生疑，原料短缺、用工困难或未能取得出口许可证均不得视为不可抗力。

The affected party shall immediately advise the other party of the occurrence mentioned above, and within fifteen (15) days thereafter, shall provide the certificate of accident issued by the relevant government or chamber of Commerce to the other party. In case such event is to exceed thirty (30) days, either party is entitled to terminate this Agreement upon giving written notice to the other party. Neither party shall be exempt from the liability of the indemnification for the losses or damage caused by Force Majeure if the Force Majeure event occurred after late delivery or delay performance of that party. For the avoidance of doubt, the fact that shortage of raw materials, labor difficulty or fails to obtain the export license shall not be deemed as Force Majeure.

13. 争议处理和适用法律 Dispute Resolution and Applicable Law

13.1. 由本合同引起或与本合同有关的所有争议，买卖双方首先友好协商解决，如协商未果，应提交中国国际经济贸易仲裁委员会由三名仲裁员根据当时有效的仲裁规则仲裁。仲裁裁决是终局的，对双方均有约束力。

All disputes arising out of or in connection with this Agreement shall be finally settled by **China International Economic and Trade Arbitration** under the Rules of Arbitration in effect at the time of applying for arbitration by one or more arbitrators appointed in accordance with the said Rules.

13.2. 诉讼地点为北京，仲裁语言为中文。

The venue of the arbitration will be Beijing and the Language of arbitration shall be Chinese.

13.3. 本合同适用中国法律并依其进行解释，不适用其冲突规则。

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to its conflicts of law rules.

14. 协议有效期和终止 Term and Termination

14.1. 本合同从双方签字之日起生效，有效期为1年。

This Agreement shall become effective upon signature of both Parties and continue in full force and effect for a period of [1] year from the effective date of this Agreement.

14.2. 本合同在发生以下情形之一时可以终止：（1）任何一方行使终止合同的权利时；或（2）经双方书面合同同意。

This Agreement may be terminated: (i) upon the exercise of either party's right to terminate this Agreement; or (ii) upon the mutual written agreement of the parties hereto.

14.3. 如果一方严重违反本合同中的任何约定或义务，并且违约方在守约方书面通知后六十（60）天内未予以纠正的。守约方有权立即终止本合同。

Either party shall have the right to immediately terminate this Agreement if the other party is in material breach of any of its covenants or obligations under this Agreement and such breach is not cured within sixty (60) days of the non-breaching party's written notice thereof to the breaching party.

14.4. 本合同解除或终止的，本合同解除或终止前已确认的订单，买方有权决定是否同时解除；经确认不解除的订单，应当按照本合同约定继续履行完毕。本合同所有旨在(无论是否明示)在本合同期满或终止后继续有效的条款和条件均应继续有效。

Upon termination of this Agreement, Buyer shall, at its sole discretion, notify Seller as to whether termination of this Agreement shall act to terminate or cancel any purchase order accepted prior to the effective date of such termination. To the extent that any such previously issued purchase orders are not terminated or canceled, such purchase orders shall remain in effect and governed by the terms of this Agreement until such time as such purchase orders are completed or terminated. All terms and conditions of this Agreement which are designed (whether expressed or not) to survive the duration or termination of this Agreement shall so survive.

15. 陈述，保证和契约 Representations, Warranties and Covenants

每一方向另一方声明并保证：（a）有偿付能力并且有能力履行其到期时的承诺；（b）拥有签署和履行本合同所需的公司批准；（c）执行或履行本合同不会违反任何限制，约定或义务。

Each party represents and warrants to the other party that such party is (a) solvent and has the ability to honour its commitments as and when they fall due: (b) has the necessary corporate approvals to execute and perform this Agreement, and (c) is not subject to any restrictions, covenants or obligations that will affect the execution or performance of this Agreement.

16. 赔偿及罚金 Indemnity and Penalties

由于卖方违反本合同而导致或招致的索赔、损害、损失、支出（包括但不限于律师费和垫费用）的，卖方同意使买方及其关联方、高级职员、董事、雇员、代理、股东及合作伙伴，免受上述索赔、损害、损失、支出。

Seller hereby agrees to indemnify and always hold harmless the Buyer, and its affiliates, officers, directors, employees, agents, shareholders and partners from and against any and all claims, loss damages, costs or expenses (including, without limitation, attorney's fees and disbursements) arising out of the breach by Seller of any of its obligations hereunder.

17. 独立缔约方 Independent Contractors

在本合同有效期内，本合同双方均为且应始终被视为独立的缔约主体。本合同中的任何内容不得以任何方式被视为或解释为构成任何一方的代理、合作伙伴、合营企业，雇员或代表其他。任何一方均不得明示或暗示其作为另一方代理人行事或自称是另一方代理人，亦不得以任何形式代表另一方或以另一方的名义承担或产生任何义务。

The parties hereto are and shall at all times during the term of this Agreement deem to be, independent contractors. Nothing in this Agreement shall in any way be deemed or construed to constitute either party as agent, partner, co-venture, employee or representative of the other, nor shall either party have the right or authority to act for, incur, assume or create any obligation, responsibility or liability, express or implied, in the name of or on behalf of the other party, or to bind the other party in any manner whatsoever.

18. 杂项 Miscellaneous

18.1. 卖方负责缴纳卖方国家对设备征收的所有税和收费，买方负责缴纳买方国家对设备征收的所有税和收费。

The Seller shall be responsible for paying any and all taxes and fees levied on the Equipment in the Seller's country. The Buyer shall be responsible for paying any and all taxes and fees levied on the Equipment in the Buyer's country.

卖方需向买方提供税务登记证明，以实施避免双重征税的申请。

Seller shall provide the Tax Residency Certificate ("TRC") to Buyer for application of avoidance of double taxation.

a) 若卖方提供了符合相关法律要求的税务登记证明，买方承担反双重征税合同项下中按优惠税率计征的协定预扣税。

Buyer shall be responsible for paying the withholding taxes levied on the service calculated by the preferential tax rate under relevant applicable double taxation avoidance agreement upon receipt of TRC provided by Seller which is acceptable according to the applicable law.

b) 若卖方无法提供符合相关法律要求的税务登记证明，卖方承担因其无法提供税务登记证明而导致增加的税负。买方支付本合同项下款项时将代扣代缴此部分税款后支付余款，买方将向卖方出具税务证明。

If the Seller fails to provide the TRC as required by relevant law, Seller shall be responsible for the increase of tax ("Increasing Part") due to such failure. Buyer shall pay the outstanding payment after deduction of the Increasing Part and Buyer shall provide the proof of such payment to Seller.

18.2. 双方在任何时候均应尽合理努力保护对方的秘密信息，除法律或相关政府部门强制要求外，均不得向任意第三方披露该保密信息。本合同的存在及其内容应视为秘密信息。

Either party shall at all the time use all reasonable efforts to protect confidential information of the other party. Except required by law or relevant regulatory body, neither party shall disclose such information to any third party. The existence and terms of this Agreement shall be deemed confidential information.

a) 卖方承诺根据买方提供给卖方的与设备相关的文件或指示，以及与买方和买方集团其他公司及其各自业务相关的任何其他信息，严格保密本协议项下服务的所有信息，卖方将专门用于本协议的目的。

Seller undertakes to maintain in strict secrecy and confidentiality all information regarding the services to be performed under this Agreement, based on documents or instructions supplied to Seller by Buyer related to the Equipment, as well as any other information related to Buyer and other companies of Buyer's group and their respective businesses, with which Seller has any contact, and that will be used by Seller exclusively for the purposes of this Agreement.

b) 卖方明确承认，违反本协议规定的义务披露其可能获得的任何信息将对买方和买方集团公司造成不可弥补的损害，因此，卖方及其合作伙伴、员工、分包商，关联方或与卖方相关的任何第三方将会因此支付非补偿罚款，每次违约金额为[USD100, 000]，以及由此产生的损害赔偿金、民事和刑事责任，所有这些都将在法庭上确认。

Seller expressly acknowledges that disclosure of any information to which it may have had access in violation of the obligations established herein shall cause irreparable damages to Buyer and the companies of Buyer's group and, therefore, will subject Seller and its partners, employees, subcontractors, associates or any third parties related to Seller to pay a non-compensatory fine in the amount of [USD100, 000] per each violation, in addition to damages, civil and criminal liabilities arising therefrom, all calculated in court.

c) 卖方在此同意，未经买方事先书面授权，卖方及其合作伙伴、员工、分包商、联营公司、代理人或与卖方相关的第三方不得向第三方披露或透露任何书面或口头信息，或任何文件的内容

Seller hereby agrees that it shall not and that its partners, employees, subcontractors, associates, agents or third parties related to Seller shall not disclose or reveal to third parties any written or oral information or the content of any documents without Buyer's prior and written authorization.

d) 本协议因任何原因终止后，卖方应将其为履行其在本协议项下的活动和义务而收到的所有数据、报告、文件、指示、流程或任何性质的内容退还给买方。

Upon termination of this Agreement for any reason, Seller shall return to Buyer all data, reports, documents, instructions, processes or elements of any nature that it has received for compliance with its activities and obligations hereunder.

e) 本协议所承担的义务应在本协议有效期内以及本协议因任何原因到期或终止后十（10）年内有效。

The obligations undertaken herein shall be in force during the effectiveness of this Agreement and for ten (10) years after the expiration or termination of this Agreement for any reason.

f) 本协议履行过程中，买方或向卖方提供文件和技术信息，但任何情况下买方不向卖方让与或转让买方作为或可能成为所有者的工业产权法或版权法范围内的任何权利和/或使用许可证，无论是否得到认可。

This Agreement does not transfer or assign to Seller any rights and/or licenses of use, whether recognized or not, within the scope of industrial property law or copyrights law that Buyer is or may become holder, having as object the documents and technical information furnished by Buyer to Seller.

18.3. 本合同任一方都无权在未征得对方书面同意之前将其本合同项下的权利和（或）义务转让给任意第三方。

Neither party can transfer the right and obligation of the Agreement to any third party without the written consent of the other party.

18.4. 本合同使用的贸易术语依照国际商会 2020 版《国际贸易术语解释通则》进行解释。

The trade terms in this Agreement is interpreted in accordance with INCOTERMS2020 of the International Chamber of Commerce.

19. 双方应遵守并履行其义务有关的所有适用法律，法规，规则。

The parties shall comply with all applicable laws, statutes, rules, and regulations in connection with the performance of its obligations hereunder.

20. 不论本合同的任何段落或条款被认定为无效、失效或不可执行的，这种无效和不可执行不应影响本合同的其他段落或条款，其余部分应有效如同该等无效或不可执行的条款没有包含在此。但是，如果本合同中的任何一项物权或规定被认定为无效、失效或不可执行，则双方应真诚地协商相应地调整双方的关系。

Should any paragraph or provision of this Agreement be held to be void, invalid or inoperative under applicable law, it shall not affect any other paragraph or provision hereof, and the remainder of the Agreement shall be effective as though such void or inoperative paragraph or provision had not been contained herein. If, however, any one of the material rights or stipulations herein is determined void, invalid or unenforceable, the parties shall negotiate in good faith to adjust the parties' relationship accordingly.

21. 本合同任何一方未能行使本合同下的任何权利，或坚持要求对方严格遵守本合同项下的任何义务，均不得解释为放弃要求对方严格遵守本合同条款的权利。

No failure by either party to exercise any rights under this Agreement, or to insist on strict compliance by the other party with any obligations hereunder, shall constitute a waiver of the right to demand exact compliance with the terms hereof.

22. 所有根据本合同要求或允许的通知应以书面、中英文方式撰写，并以当面提交、次日达快递、电子邮件或传真(提供交付确认),或邮递(只能为挂号信或实名制邮件)，需要提供收件回执，接收地址按本合同开头的地址为准。

All notices required or permitted to be given hereunder shall be made in writing, in English and Chinese language and be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or mail (registered or certified only), return receipt requested, in each case to the addresses set out at the beginning of this agreement.

当一方拒绝接收或接受本合同的通知，通知也将视为已发出但被拒收，并证明通知已经以本合同中约定的方式送达。如果通知未按照本合同规定的方式进行传递，但经被通知一方授权代表确认的，该通知应被视为已有效送达。

In the event a party refuses delivery or acceptance of a notice under this Agreement, it shall be deemed that the Notice was given upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement. If a notice which is not delivered in accordance with the provisions this Agreement is acknowledged by an authorized representative of a party then such notice shall be deemed to have been validly delivered.

23. 本合同用中英文两种文字写成，两种文字均具有效力，但两种文本内容不一致时应以中文版本为准。This Agreement is executed in both Chinese and English and both versions of English and Chinese shall be deemed authentic. In case of any conflicts, inconsistency or disagreement between the Chinese version and the

English version, the Chinese version will prevail.

24. 本合同条款与本合同其他附件或与双方之间的其他文件条款抵触时，以本合同条款为准，除非双方另有书面约定。

This Agreement will prevail if there is any conflict or inconsistency between this Agreement and its annex(s), or any other documents agreed by both Parties, unless otherwise agreed in writing.

本合同构成双方完整的意识表示。任何修改须以书面形式作出方为有效。本合同条款取代之前所有的口头或书面通信和讨论，除非这些讨论已被明确写进本合同。除另有其他约定，本合同非经双方或双方代表签字确认不能修订或修改。

This Agreement contains the entire understanding of the parties hereto. Any amendments shall be valid only if made in writing and the terms herein contained supersede all previous correspondence and discussions, whether oral or written, except to the extent that they have been expressly incorporated into this Agreement.

Unless otherwise agreed or stated herein, this Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each of the parties.

25. 本协议是根据诚实和合同诚信的法律原则签署的，没有任何不当的同意。出于所有法律目的，双方声明：(i) 所承担的义务符合其经济和财务条件；(ii) 用于此类操作；(iii) 调整后的条款和条件忠实地反映了达成一致的所有内容；以及 (iv) 事先了解所述文书的内容，充分理解其中所载的所有义务。

This Agreement is executed in accordance with the legal principles of probity and contractual good faith, without vices of consent. The parties declare, for all legal purposes, that: (i) the assumed obligations are within their economic and financial conditions; (ii) are used to this type of operation; (iii) the adjusted clauses and conditions faithfully reflect everything that was agreed upon; and (iv) had prior knowledge of the content of said instruments, fully understanding all obligations contained therein.

26. 本合同一式陆份，买方持四份，卖方持二份，自双方签字、盖章之日起生效，均具有同等法律效力。

This Agreement may be executed in five (6) originals. Buyer holds four (4) originals and Seller holds one (2) original. This Agreement will become effective after signed by both Parties. If a permit from authorities is required for the importation of the Equipment, this Agreement will not become effective until that permit is fully obtained.

27. 《聚氨酯 28 工位四组份座椅发泡生产线技术方案》作为合同附件，是本合同不可分割的一部分。

买方授权代表 For and on behalf of Buyer	卖方授权代表 For and on behalf of Seller
签字盖章 Signature and Seal	签字盖章 Signature and Seal
 Goldrare Intelligent Control Technology Europe s.r.o. Mlynské Nivy 5, 821 09 Bratislava 姓名(Printed Name) 职位(Title)	 姓名(Printed Name) 职位(Title)



附件 1

双方约定以下备件采购上海克劳斯玛菲机械有限公司						
序号	名称	生产厂家	规格型号	单位	数量	备注
		(品牌)				
1	MK16/25 ULP-4K-G	混合头	20586805	PC	2	
2	HYDR. SPRING STRESSED NOZZLE ADJUSTER	液压弹簧应力喷 嘴调节器	4687261	PC	6	
3	NOZZLE 2.0-HV type for poly	poly 喷嘴	4627812	PC	4	
4	NOZZLE 1.4-HV type for ISO	ISO 喷嘴	4627809	PC	4	
5	NOZZLE NEEDLE GUIDE	喷针导套	4616482	PC	6	
6	NOZZLE NEEDLE KPL D15- 0,5-2W	喷针	4619553	PC	6	
7	proximity switch	接近开关	4638247	PC	3	
8	SWITCH OVER VALVE (AS ND 16S)	KK阀	4687229	PC	6	
合计					37	

