### 办公产品采购协议

### Office Product Purchasing Agreement

合同编号：

Contract No.

甲方（供方）：

Party A (supplier):

法定代表人：

Legal representatives:

法定代表人职务：

The position of legal representative:

地址：

Address:

联系方式：

Contact information:

乙方（需方）：

Party B (Demander):

法定代表人：

Legal representatives:

法定代表人职务：

The position of legal representative:

地址：

Address:

联系方式：

Contact information:

甲方公司（甲方）为了降低、控制办公采购成本，改变多年来随机采购缺乏控制的模式，将采购交易行为规范化，特委托 （乙方）负责年度办公产品采购及服务，并请 对甲方公司的采购项目进行评估，对其办公费用实施监督。为此双方签定协议书，具体如下：

In order to reduce and control the cost of office purchasing, change the lack of control mode of random purchasing for many years, standardize the purchasing transaction behavior, Party A (Party B) is specially entrusted with the annual procurement of office products and services, and please evaluate the procurement project of Party A and supervise its office expenses. To this end, the two sides signed an agreement as follows:

第一条　双方的义务与责任

Article 1 Duties and responsibilities of both parties

一、甲方在内部确定办公费用控制及办公类产品采购服务的财务预订机制。

First, Party A determines the financial booking mechanism for office expenses control and procurement services of office products internally.

1．确定常规产品及服务的消耗定额。

1. Establish consumption quotas for conventional products and services.

2．建立办公费用支出档案。

2. Establishment of office expenses expenditure files.

3．建立采购计划及预评估制度。

3. Establish procurement plan and pre-evaluation system.

4．及时填写回馈产品质量及服务质量意见单。

4. Fill in the feedback form of product quality and service quality in time.

二、乙方积极参与甲方采购评估，并协助甲方对办公费用进行管理和控制。

Second, Party B actively participates in Party A's Procurement Evaluation and assists Party A in the management and control of office expenses.

1．在收到甲方采购计划申报表后，向甲方提供采购计划评估表。

1. After receiving Party A's purchase plan declaration form, provide Party A with the evaluation form of purchase plan.

2．协助甲方确定常规产品消耗定额。

2. Assist Party A in determining the consumption quota of conventional products.

3．提供甲方历次采购档案。

3. Provide the procurement files of Party A.

4．每月向甲方提供分产品、分服务的采购报表。

4. Provide Party A with purchasing reports of sub-products and sub-services every month.

三、乙方提供如下产品和服务承诺。

Party B shall provide the following products and service commitments.

1．提供的产品质量符合该产品服务质量标准，达到甲方对产品服务质量的满意预设。不出售伪劣、残次商品。

1. The quality of the product provided meets the service quality standard of the product and meets the satisfied presupposition of Party A on the service quality of the product. No fake, inferior or defective goods will be sold.

2．当乙方提供的产品不符合要求时，甲方无条件退货、换货。乙方办理退货、换货时间不得超过两天。

2. When the products provided by Party B do not meet the requirements, Party A unconditionally returns and exchanges the goods. Party B shall not return or exchange goods for more than two days.

3．乙方必须按定单要求准时将产品送至甲方地址，确保送货及时。

3. Party B must deliver the products to Party A's address on time according to the requirements of the order to ensure timely delivery.

4．在甲方按正常计划采购的前提下，乙方须满足甲方应急采购要求，无论金额高低，数量大小，都须在4小时内送达。

4. On the premise that Party A purchases according to the normal plan, Party B shall meet Party A's Emergency Purchasing requirements, regardless of the amount and quantity, which shall be delivered within 4 hours.

四、采购定单的确定

IV. DETERMINATION OF PURCHASE ORDER

1．甲方根据本单位的实际需求，并结合以往采购的内容，提供本次采购及服务定单。

1. Party A shall provide this purchase and service order in accordance with the actual needs of the unit and the contents of previous purchases.

2．乙方收到定单后，进行集合评估，然后将评估结果及价格报给甲方，以让甲方确认。

2. After Party B receives the order, it conducts a collective evaluation, and then submits the evaluation results and price to Party A for confirmation.

3．甲方将评估后的定单审核后，递交本单位给予批准。

3. Party A shall submit the assessed order to the unit for approval after examination.

4．甲方在网上及通过传真对定单进行确认。

4. Party A confirms the order online and by fax.

五、每次定单的价格确认。

5. Price confirmation for each order.

1．乙方向甲方提供的产品及服务，均执行经销商代理价格，即享受本网最低价格。

1. The products and services provided by Party B to Party A shall be at the agency price of the distributor, i.e. enjoy the lowest price of the network.

2．为了体现产品价格的相对稳定性，当一种产品的价格确定后，一般在计划本年度内保持不变。若遇产品及服务成本上升或降低，乙方须提前十天通知甲方，在双方认可的情况下进行调整。

2. In order to reflect the relative stability of product price, when the price of a product is fixed, it will remain unchanged in the current year. If the cost of products and services increases or decreases, Party B shall notify Party A ten days in advance and make adjustments with the approval of both parties.

3．每类产品的第一次价格确认后，以乙方产品优惠价格为基础，在双方进一步协商的基础上确认。

3. After the first price confirmation of each kind of product, it will be confirmed on the basis of the preferential price of Party B's product and further consultation between the two parties.

第二条 甲方信息资料的保密

Article 2 The confidentiality of Party A's information and materials

1．甲方对履行采购协议过程中涉及乙方的商业文档、数据材料有保密义务，未经乙方书面许可，不得擅自许可任何第三者阅读、使用。

1. Party A has the obligation to keep confidential the business documents and data related to Party B in the course of fulfilling the procurement agreement. Without Party B's written permission, Party A shall not authorize any third party to read and use them.

2．由甲方以任何形式给乙方的资料均为甲方的保密资料。甲乙双方应就本合同条款文件保密。

2. The information given to Party B by Party A in any form is confidential information of Party A. Party A and Party B shall keep confidential the documents of the terms and conditions of this contract.

3．任一方如依政府法令规定须提供机密资料时，可按规定提供，但应尽快将此项事实通知对方。

3. If any party is required to provide confidential information in accordance with government decrees, it may provide such information as required, but it shall notify the other party of the fact as soon as possible.

第三条　合同的延续和终止

Article 3 Extension and Termination of Contracts

1．甲方须认真履行计划采购制度，违反以下情况，乙方有权终止合同。

1. Party A shall conscientiously implement the planned procurement system. Party B has the right to terminate the contract in violation of the following circumstances.

A．甲方未履行采购计划。

A. Party A has not fulfilled the procurement plan.

B．甲方年采购额低于\_\_\_\_\_\_\_\_\_元。月均采购低于\_\_\_\_\_\_\_\_\_元。

B. Party A's annual purchase amount is less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ The average monthly purchase is less than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

C．不执行集中采购制。

C. The centralized procurement system is not implemented.

2．乙方须按本合同的要求认真履行服务职能，违反以下情况之一者， 甲方有权终止合同。

2. Party B shall conscientiously perform its service functions in accordance with the requirements of this contract. Party A shall have the right to terminate the contract if it violates one of the following circumstances.

A．没有履行采购评估承诺。

A. Failure to fulfil Procurement Evaluation commitments.

B．价格不能满足甲方要求。

B. The price can not meet the requirements of Party A.

C．送货及其它服务不能满足甲方需要。

C. Delivery and other services can not meet the needs of Party A.

3．本协议书有效期为一年，协议到期后，若双方再次合作，双方需重新签定协议。

3. This agreement is valid for one year. After the expiration of the agreement, if the two sides cooperate again, they need to sign the agreement again.

4．本合同自双方签署之日起生效，至双方完全履行其在本合同内应尽的义务为止。

4. This contract shall enter into force on the date of signature by both parties until both parties have fully fulfilled their obligations under this contract.

5．合同执行过程中，如一方需要改变或终止，必须在20日前提出征得对方同意并签订协议书。

5. In the process of contract execution, if one party needs to change or terminate, it must submit an agreement with the other party before 20 days and sign an agreement.

第四条　付款方式

Article 4 Ways of payment

1．每次集中采购完成时，甲方对乙方的产品与服务验收合格后，于次月5个工作日内支付上月费用。

1. Upon the completion of each centralized purchase, Party A shall pay the last month's fee within 5 working days after Party B's products and services have passed the acceptance test.

2．方式可以通过支票、信汇、电汇和现金结算。

2. It can be settled by cheque, letter transfer, telegraphic transfer and cash transfer.

3．在合同期间内，因变更或修改的产品价格或服务费用，由甲乙双方协商签订补充协议。

3. During the contract period, due to the change or modification of product prices or service costs, supplementary agreements shall be negotiated and signed between Party A and Party B.

第五条 争议解决

Article 5 Dispute Settlement

凡因履行本合同而产生的，或与本合同有关的一切争议，双方应通过友好协商解决。若争议经协商仍无法解决的，按以 种方式处理：

All disputes arising from the performance of this contract or in connection with this contract shall be settled through friendly consultation between the two parties. If the dispute is still unsolvable after consultation, it shall be settled in one way:

（1）提交 仲裁委员会，按照申请仲裁时该委员会有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

(1) Submit it to the Arbitration Commission for arbitration in accordance with the effective arbitration rules of the Commission at the time of applying for arbitration. The arbitral award is final and binding on both parties.

（2）向 所在地人民法院提起诉讼。

(2) To bring a lawsuit in the local people's court.

第六条　合同附件及其他

Article 6 Appendices to the Contract and Others

1．本合同和本合同中任何有关的权利和义务，未经另一方的书面同意，不得通过合同或适用法律而转让。

1. This contract and any related rights and obligations in this contract shall not be transferred through the contract or applicable law without the written consent of the other party.

2．本合同未尽事宜，一律遵照《中华人民共和国合同法》的有关规定，经合同双方共同协商，做出补充协议，补充协议与本合同具有同等法律效力。其生效日期自甲、乙双方签字盖章之日起。

2. All matters not covered in this contract shall be subject to the relevant provisions of the Contract Law of the People's Republic of China, and supplementary agreements shall be made through mutual consultation between the two parties. The supplementary agreements shall have the same legal effect as this contract. Its effective date is from the date of signature and seal of both parties.

3．本合同正本一式贰份。甲、乙双方各执壹份。各份协议文本具有同等法律效力。

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| --- | --- |
| 甲方（盖章）：  Party A (seal): | 乙方（盖章）：  Party B (seal): |
| 授权代表（签字）：  Authorized representative (signature): | 授权代表（签字）：  Authorized representative (signature): |
| 年 月 日  Specific date | 年 月 日  Specific date |
| 签订地点：  Location of signature: | 签订地点：  Location of signature: |