

# CONTRACT

正本  
(ORIGINAL)

Contract No: TWS1-M-201405009  
日期: 2014 年 05 月 12 日

买 方 : 大冢材料科技(上海)有限公司

The Buyer: Otsuka Material Science and Technology (Shanghai) Co., Ltd.

地址: 上海市上海市桂平路 471 号 10 号楼底层 A、B 座

Add: 1st Floor AB Area, Building No.10, No.471 Guiping Road, Xuhui District

Shanghai, P.R.China 200233

电话 Tel: 021 - 60917675

传真 Fax: 021 - 61912937

The Seller : MonTech Werkstoffprufmaschinen GmbH

ADD: carl-benz-str. 11, D-74722 Buchen Germany

Tel: +49 (0) 6281 56 22 30

Fax: +49 (0) 6281 56 22 55

## 1. 买卖双方同意按下列条款成交下列货物:

The Seller agrees to sell and the Buyer agrees to buy the under-mentioned goods on the terms and conditions stated below:

货物名称及规格 Description of Commodity, Specifications	数 量 Quantity	单 价 Unit Price	总 价 Total Amount
中文: 实验室平板硫化机 英文: laboratory Press 型号: LP 3000-H600	1SET	EUR43,000.00	EUR43,000.00 CIF SHANGHAI, CHINA
Total Value: SAY EUR FORTY THREE THOUSAND ONLY.			

## 2. 原产地及制造商:

Country of Origin and Name of Manufacturer(s):  
MonTech Werkstoffprufmaschinen GmbH, GERMANY

3.包 装: 适合长途海上运输和气候变化的坚固包装. 能够很好的避免水损, 震动, 锈蚀及野蛮装卸.如因卖方包装方式不当和不正确造成对货物的任何损害、锈蚀并由此而发生费用, 应由卖方负责。包装应随附整套操作手册。

Packing Term: to be packed in strong box, suitable for long distance sea transportation and change of climate, well protected against moisture dampness, shock, rust and rough handling. The sellers shall be liable for any damage of the commodity and expenses incurred on account of improper packing and for any rust attributable to inadequate or improper protective measures taken by the sellers in regard to the packing.

One full set of operation manual concerned shall be enclosed in the packing by the seller.

4. 唛 头:

Shipping Marks: SHANGHAI, CHINA

5. 装运口岸: 德国主要港口

Port of Loading: German main seaport

6. 目的口岸: 上海港

Port of Destination: SHANGHAI SEAPORT, P. R. CHINA

7. 装运期限: 2.5 个月

Date of Shipment: 2.5 months

8. 保险: 发货后由卖主按装运货物总值的 110%, 投保一切险。赔付地在中国上海。

Insurance: to be covered by the seller for 110% of the total value of the goods shipped against all risk and war risks.

The claim place should be in Shanghai, China.

9. 付款条件和单据: Payment and Documents:;

付款条件: 合同签订后 15 天内 25% 预付货款。

25% of contract value should be paid by T/T within 15 days after contract

D) 预付款所需单据:

The following documents should be sent Under the T/T the payment:

1) 注明合同号以及唛头的商业发票一份

Proforma invoice indicating contract and shipping mark in one copy.

II) 装运前预付 25% 货款

25% of contract value should be paid by T/T before shipping

装运后需提交以下单据:

The following documents should be sent after shipping:

1) 全套可以付的海运提单、注明“运费已付”，并通知安徽佳通乘用车子午线轮胎有限公司。

Full set of Negotiable Clean on Airplane Airway Bill, marked "FREIGHT PREPAID" and the consignee is GITI RADIAL TIRE (ANHUI) COMPANY LTD.

2) 由卖方出示的装箱单一式三份

Detailed packing list in three copies issued by seller.

3) 由卖方出示的品质和数量证明一式三份

Certificate of quality and quantity in three copies issued by seller

4) 金额为合同金额 110%，注明买方为受益人的一切险保险单

Insurance policy (with the buyer as the beneficiary) covering 110% value of the contract equipment against ALL Risks.

5) 原产地证明一式三份

Certificate of country of origin in three copies.

6) 卖方声明木质包装已按照 ISPM15 ( IPPC ) 条款进行认证 , 并在包装物表面标有 IPPC 专用标识,或提供非木质包装证明。

The Seller's certificate that the wood packing material was treated subject to ISPM15(IPPC) and the specific IPPC label is marked on the surface of wood case.or declaration of Non-wood packing for non-wood packing material

III , 25% 在验收合格后 6 个月内支付。

25% of contract value should be paid by T/T within 6 months after acceptance

IV, 25% 在合同签订后 2015 年年底内支付。

25% within 2015 after contract!

#### 10.装运条件及装运通知 Term of shipment and shipping advice:

1) 卖方应在装运期限内将货物从装运港运至目的港。

The Seller shall ship the goods within the time of shipment from the port of shipment to the port of destination.

2) 由卖方所订舱位的货物应适于空运及适于装载货物。

The flight in which the space booked or chartered by the Sellers shall be suitable for air going and airworthy packing goods.

3) 由卖方提供的货物只应在指定地点和时间内到达。任何无正当理由的违规或延期都是不允许的。

The carrying flight chartered by the Sellers shall sail and arrive at the airport of destination within the normal land reasonable period of time. Any unreasonable deviation or delay is not allowed.

4) 货物发货后, 卖方应立即将有关合同号、商品名称、数量、发票额、毛重、航班名、起航日期和到达目的港日期以传真或电传的方式通知买方。

The sellers shall immediately upon the completion of the loading of the goods, advice by Fax/Telex the Buyers of the Contract No., commodity, quantity, invoiced value, gross weight, name of flight and date of flight No, the estimated date of arrival at the airport of destination etc.

5) 货物发货后, 卖方应将全套装运文件之副本于 1 个工作日内传真给买方, 非木质包装证明等随货物发给买方。

Within 1 working day after the shipment, the seller shall dispatch the copy of the complete set of shipping document to the seller. Declaration of non wooden packing material etc. should sent to the buyer With the good..

#### 11.质量保证(Guarantee of quality)

卖方保证货物是用最好材料上等工艺制作的、全新的, 其质量、规格和性能与本合同规定相符。

质保期为自双方代表签订验收单之日起 18 个月。

The Sellers confirm that the commodity hereof is made of the best materials with first class workmanship, brand new and unused, and complies in all respects with the quality and

specification stipulated in this Contract and conforms to the date sheets or technical manuals of the commodities contracted.

The guarantee period shall be 18 months counting from the date on which the Acceptance Certificate has been signed by the representatives of both parties.

**12.索赔:** 货到目的港后 90 天内, 买方若发现货物品质和规格与合同不符, 除属于保险公司或船公司责任之外, 买方可以凭中国国家商检局出具的检验证明或买卖双方出具的检验证书要求卖方更换或对修理和所有添支(如检验费, 修理费, 退货和接收替代货的运费, 保险费, 仓储费, 装卸费等)进行赔偿。货到目的港后 12 个月内, 因货物质量差, 做工粗糙, 原料劣质而造成操作上的损坏, 买方应书面通知卖方, 并凭中国国家商品检验局买卖双方出具的检验证书出具的检验证明向卖方索赔。该检验证明应作为索赔基础。卖方应根据索赔要求, 弥补过失。应全部或部分更换贬值商品。如需要, 买方也可以在卖方提供的费用的情况下自行处理。收到索赔通知后一个月内卖方不答复, 则视为接受索赔。

**Claims:** Within 90 days after the arrival of the goods at destination, should the specification, or quantity be found not in conformity with the stipulation of the Contract except those claims for which the insurance company or the owners of the vessel are liable, the Buyers shall, on the strength of the Inspection Certificate issued by the China entry-exit Inspection & quarantine Bureau, have the right to claim for replacement with new goods, or for compensation of repair and all expenses (such as inspection charges, repairing fee, freight for returning the goods and sending the replacement, or the repaired goods, insurance premium, storage and loading and unloading charges etc.) shall be borne by the Sellers. As regards quality, the Sellers shall guarantee that if, within 12 months from the date of arrival of the goods at destination, damages occur in the course of operation by reason of inferior quality, bad workmanship or the use of inferior materials, the Buyers shall immediately notify the Sellers in writing and put forward a claim supported by Inspection Certificate issued by the China entry-exit Inspection & quarantine Bureau Commodity Inspection Bureau. The Certificate so issued shall be accepted as the base of a claim. The Sellers, in accordance with the Buyer's claim shall be responsible for the immediate elimination of the defect(s), complete or partial replacement of the commodity or shall devalue the commodity according to the state of defect(s). Where necessary, the Buyers shall be at liberty to eliminate the defect(s) themselves at the Sellers'. If the Sellers fail to answer the Buyers within one month after receipt of the aforesaid claim, the claim shall be reckoned as having been accepted by the Seller.

**13.不可抗力:** 由于不可抗力事故, 使卖方不能在合同规定期限内交货或者不交货, 卖方不负责任。但卖方必须立即以电报通知买方。如买方提出要求, 卖方应以挂号函向买方提供由当地地方政府或有关机构出具的发生事故的证明文件。由于不可抗力事故导致交货延期一个月以上时, 买方有权撤消合同。卖方/买方不得以未取得出口/进口许可证作为不可抗力。

**Force majeure:** In case of force majeure, the seller shall not be held responsible for delivery or non-deliver of the goods but shall notify the buyer by cable immediately. The seller shall deliver to the buyer registered mail, if so requested by the buyer, a certificate issued by the local government or any competent authorities. If the shipment is delayed over one month as the consequence of the said force majeure, the buyer shall have the right to cancel the contract. The seller/buyer's inability in obtaining export/import license shall not be considered as force majeure.

**14.仲裁:** 凡因执行合同或与本合同有关事项发生一切争执, 应由双方通过友好方式协商解决。如果不能取得协议时, 应提交中国国际贸易促进委员会对外经济贸易仲裁委员会, 按照中国国际贸易仲裁委员会的仲裁程序及其规则在中国进行仲裁。仲裁决定是终局的, 对双方具有同等约束力。仲裁费用除非仲裁机构另有决定外, 均由败诉一方承担。

**Arbitration:** All disputes in connection with this contract or the execution thereof shall be settled through friendly negotiations between two parties. If no settlement can be reached, the case in dispute shall then be submitted for arbitration to the foreign trade arbitration commission of the China council for the promotion of international trade in accordance with the arbitration regulations of the foreign trade arbitration commission of the China council for the promotion of international trade in China. The decision made by the arbitration organization shall be taken as final and binding upon both parties, the arbitration expenses shall be borne by the losing party unless otherwise awarded by the arbitration organization.

**15. 迟期装运及其罚款：**除不可抗力原因外，如卖方不如期交货，买方有权撤销该合同。卖方向意向买方支付合同总值的 5%作为违约赔偿。或经买方同意在卖方缴纳罚款的条件下延期交货。买方给予卖方七天的宽限期。罚款从最后装运日的第八天起算。罚款率为每七天按货款总额的 1%，不足七天者按七天计算，罚款最多不超过延期货款总额的 5%。在缴纳罚款的条件下，六周内仍然不能交货，买方有权撤销该合同。卖方将向买方支付合同总值的 5%作为违约赔偿。合同撤销后，卖方于一周内将货款全额退回给买方。

**Late delivery and penalty:** Should the Sellers fail to make delivery on time as stipulated in the Contract, with exception of Force Majeure causes the Buyers shall agree to postpone the delivery on condition that the sellers agree to pay a penalty which shall be deducted by the paying bank from the payment. The penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. The rate of penalty is charged at 1% for every seven days, odd days less than seven days should be counted as seven days. In case the Sellers fail to make delivery six weeks later than the time of shipment stipulated in the Contract, the Buyers shall have the right to cancel the contract and the Sellers, in spite of the cancellation shall still pay the aforesaid penalty to the Buyers without delay. After canceling the contract, the seller should refund the payment totally to the buyer within one week.

**16. 补充条款 Additional clauses:**

1) 该合同由双方签定，正本二份，买方一份，卖方一份。

In witness there of, this Contract is signed by two parties in two original copies with one original copy being held by buyer & one original copy being held by seller.

2) 所有中国境外银行费用由卖方支付

All banking charge outside China should be paid by the Seller.

3) 合同的中英文本具有同等的法律效益，如有冲突以中文版为准。

This contract is made in both chinese and English and has the same validity. In case of discrepancy the chinese version should govern..

4) 该合同包含 1 个附件。附件具有与合同同等效力。

This contract contains total one attachments, which is legally valid as the contract itself.

买 方: 大冢材料科技 (上海) 有限公司

The Buyer: Otsuka Material Science and Technology (Shanghai) Co., Ltd.  
(Authorized Signature)



The Seller : MonTech Werkstoffprüfmaschinen GmbH  
(Authorized Signature)