

# Contract 合同

大家材料科技(上海)  
交通银行(中国)有限公司上海分行  
14 MAY 2013 日全額付清

正本  
(ORIGINAL)

Contract No.合同号: SDL-OTSUKA-Mth-DG2130313

Signing Date签订日期:

Signing Place签订地点: shanghai/上海

The Buyer: OTSUKA MATERIAL SCIENCE AND TECHNOLOGY (SHANGHAI) Co., Ltd.

买方: 大家材料科技(上海)有限公司

Add: 1st Floor, #10 Building, Guiguo Park, No.471 Guiping Road, Xuhui District, Shanghai, P.R China

地址: 上海市徐汇区桂平路471号桂果园10号楼1层

Post Code:200233

邮编: 200233

The Seller: Zwick China Limited

卖方: Add: Suite 2006, 20th Floor, 340 Queen's Road Central, Hong Kong

地址 香港皇后大道中340号20楼2006室

Tel/Fax: (852)25116711

Contact in Shanghai, Tel: 021-38139300 Fax: 021-50476107

This Contract is signed by the Buyer and the Seller. The Buyer agrees to buy and the Seller agrees to sell the below-specified Equipments according to the terms and conditions below:

本合同兹由买卖双方签订。按照下述条款和条件,买方同意购买,卖方同意出售下列货物:

1.

Item no.	Commodity Name 商品名称	Model 型号	Unit 单位	Qty 数量	Amount (EURO) 金额(欧元)
1	Mooney Viscometer 门尼粘度计	MV3000B	1	1	29000.00
2	Carbon Black Dispersion tester 碳黑分散度仪	Disper Tester3000	1	1	28000.00
3	Dynamic Moving Die Rheometer 动态流变仪	D-MDR3000	1	1	68000.00
4	Universal Sample Cutters	P-VS3000	1	1	5300.00

预付90%

$130,300 \times 90\% = 117,270$

622

制样机				
Total Amount 合计金额				130,300.00
Say in Word Euro one hundred thirty thousand and three hundred only				
大写: 拾叁万零叁佰欧元				

2. Price Term: CIP Shanghai Airport .

价格条款: CIP Shanghai Airport .

3. Terms of Payment: 付款条款

Beneficiary Name:	Zwick China Limited
Bank Name:	The Hongkong and Shanghai Banking Corporation Limited
Bank Address:	Lyndhurst Terrace Branch Shop E, G/F, Lyndhurst Building, 23-29 Lyndhurst Terrace, Central, Hongkong Tel:852-2543 4019 Fax: 852-2851 8870
Swift Code:	HSBCHKHHHKH
Account No.:	043-312248838(EUR)

3.1 The Buyer shall pay 30% of the Contract value by T/T to the Seller within 10 days after the Contract is signed,

买方于合同签订后10天日内向卖方以T/T方式支付30%货款;

3.2 The Buyer shall, 15 days prior to the date of delivery, pay 60% of the Contract value by T/T to the Seller;  
买方于发货前15天向卖方以T/T方式支付60%货款;

The Seller shall provide following document to the Buyer

- ☐ 1) Effective 1 copies Export License issued by the relevant authorities of the Seller's country or 1 originals of Seller's statements certifying that no Export License is required
- ☐ 2) Full set of clean on board Bill of Lading, made out to order, blank endorsed and marked "Freight prepaid"
- ☐ 3) Original commercial invoice in 2 sets.
- ☐ 4) Original packing list in 2 sets.
- ☐ 5) Shipping Advice in 2 sets, issued by the Seller
- ☐ 6) Certificate of quality in 2 sets, issued by the manufacture
- ☐ 7) Certificate of origin in 1 sets, issued by the manufacture
- ☐ 8) Insurance policy/certificate in 2 sets.
- ☐ 9) Beneficiary's certificate for wooden packing material that labeled "IPPC" mark or non-wooden packing material in 2 sets.

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☐ 10) Proforma invoice in 2 sets one month before shipment

卖方应向买方提供以下装运单据:

- ☐ 1) 卖方国家有关当局出具的有效出口许可证的影印件 1 份或由卖方出具的表明不需要出口许可证的书面证明正本 1 份
- ☐ 2) 全套清洁已装船海运提单, 空白抬头, 空白背书, 标明“运费预付”
- ☐ 3) 正本商业发票 2 份
- ☐ 4) 正本装箱单 2 份
- ☐ 5) 卖方出具的装船通知书 2 份
- ☐ 6) 制造商出具的质量证明 2 份
- ☐ 7) 制造商出具的原产地证明 1 份
- ☐ 8) 保险单 2 份
- ☐ 9) 受益人出具的木包装已标示IPPC或非木包装证明 2 份
- ☐ 10) 于发货前一个月提供形式发票 2 份

3.3 The Buyer shall pay the rest 10% of the Contract value by T/T to the Seller within 15 days after Final Acceptance Certificate issued by the end-user.

10%尾款于货物验收合格后15天内凭交接验收文件以T/T方式向卖方支付。

The Seller shall provide following document to the Buyer

- ☐ 1) Original commercial invoice in 2 sets.
- ☐ 2) 1 originals of the Final Acceptance Certificate signed by the representatives of both parties

卖方应向买方提供以下装运单据:

- ☐ 1) 正本商业发票 2 份
- ☐ 2) 双方代表签署的最终验收证明正本 1 份

4. Terms of Delivery: The goods shall be delivered by CIP term according to INCOTERMS2000.

交货条件: 货物应根据“2000年国际贸易术语解释通则” CIP 条件交付。

5. Shipment: The goods shall be shipment 4 weeks after the Contract enters into effect

装运期: 合同生效后 4 个周内德国装运出厂。

6. Insurance: To be applied by the Seller for 110% of total invoice value against All Risks, and the Buyer is insured.

保险: 由卖方按发票金额110%保一切险, 被保险人为买方。



7. **Inspection:** 商品检验:

The Seller / Manufacturer shall inspect the quantity, specification, function and quality of the goods precisely and completely before delivery and also issue the Quantity Certificate to confirm that the goods is in conformity with the Contract.

卖方/制造厂商必须在交货之前对货物质量、规格、性能和数量进行精确全面的检验，并签发质量证明书，证明货物符合合同规定。

8. **Installation, Debugging and Training: Detail as per the Technology Agreement**

安装、调试和培训: 详见技术协议

9. **Country of Origin, Manufacturer and Trade mark:**

原产地和制造商及商标:

**Country of Origin, Manufacturer and Trade mark:**

制造商: MonTech Werkstoffprüfmaschinen GmbH

**Country of Origin:** MonTech Werkstoffprüfmaschinen GmbH

10. **Port of Destination:** Shanghai Airport

目的港: 上海空港

**Port of Loading:** German Airport

发货港: 德国空港

11. **Packing: Except for other regulations, the Buyer shall pack the goods with protective measures, which are suitable for long-distance transportation and also against dampness, moisture, freezing, shock, rust so as to ensure that the goods may safely arrive without any damages due to the reasons mentioned above. The Seller shall be responsible for any rust, damage and loss caused by the improper packing.**

包装: 除非另有规定, 对所提供的货物应用保护措施进行包装, 其中包装应适合远程运输, 并能防潮, 防冻, 防震, 防锈, 以保证货物安全运抵现场, 不致因上述原因而出 现任何损坏。卖方应对包装不妥所造成的锈蚀, 损坏及损失承担责任。

12. **Shipping Mark:** N/A

唛头: N/A

13. **Documents send with the cargo:**

随货单据:

**A. Original commercial invoice in 1 copies indicating Contract No., shipping mark, goods and price**

正本商业发票一式1份, 注明合同号、唛头、货物及价格。

**B. Packing list as the Contract's content in 1 originals**

详细装箱单一式1份

**14. Guarantee质量保证:**

The Seller shall warrant that the commodity is in conformity with the Manufacturer--MonTech Werkstoffprüfmaschinen GmbH\_ Quality Standard, which shall be brand new, advanced and high-quality and free from defects in design, material and workmanship at the time of delivery. We guarantee for a duration of 36 months from the date of acceptance. If the Buyer finds any defects during the warranty period and writes to the Seller, the Seller shall take remedial actions at their own expense in the reasonable period to repair or replace the goods. The Buyer has the duty to assist the Seller in correcting the defects and offer personnel and facilities under reasonable request at the Seller's disposal. The Seller shall not offer the warranty if the goods is handled improperly and also not in accordance with the Seller's instructions. Normal wear and tear doesn't included in the Seller's warranty.

卖方保证所提供的货物应符合生产厂家—MonTech Werkstoffprüfmaschinen GmbH\_的出厂标准, 应为全新的、技术先进、质量高并在交货时设计、材料和工艺方面无缺损。产品保证期为交接验收后36个月。如果在保证期内发现缺损并书面报告卖方, 则卖方应在合理期限内自费采取补救措施, 修理或更换货物, 以便排除该类缺损。买方有责任协助卖方更正缺损, 并应在合理要求下提供人力和设施给卖方。如果货物没有按照卖方的指示且没有适当处理, 则卖方不提供担保。卖方的担保不包含正常的损耗。

**15. Inspection and Claim: 索赔:**

If the Buyer find that the quality, quantity and specification of the goods are not in conformity with the Contract within 30 days of the goods arrival, the Buyer may hold the inspection certificate issued by China's commodity inspection authorities to require the change of the goods and compensation of all the expenses, such as inspection fare, transportation fare for returning the goods, insurance fare, warehouse fare and handling fare, except for those of insurance companies or ship owners. Inspection certificate is the basis of the claim. The Seller shall be responsible for the damaged parts according to the inspection certificate and change some parts of the goods or the whole goods, or sell the goods on discount according to the damages. If necessary, the Buyer may take actions on his own to eliminate the damages and the fares will be borne by the Seller. If the Seller fails to answer the Buyer after receiving the aboved claims within 2 weeks, the claim will be reckoned as accepted by the Seller.

如在货物到达目的港30天内发现货物质量、数量、规格与合同不符, 买方有权凭中国商品检验机构出具的商检证书进行索赔要求换货并补偿所有费用如: 商检费、退货运输费、保险费、仓储费、装卸费等由卖方负担, 由保险公司或船主负责赔偿的除外。商检证书是索赔的基础, 卖方根据买方的商检证书应对损坏负责并替换部分或全部货物, 或根据货物损坏程度减价处理。如有必要买方可以自行采取措施减少损坏, 卖方将承担费用。如卖方收到买方上述索赔后2周内不答复, 将被视为卖方接受买方的索赔。

**16. Force Majeure: 不可抗力:**

The Seller shall not be responsible for the goods' late delivery or non-delivery due to Force Majeure, which may occur during the process of manufacturing, loading or shipment transmit. The Seller shall immediately inform the Buyer of the occurrence mentioned above and airmail the accident certificate issued by authorities to the Buyer for confirmation within 14 days. The Seller has the duty to take all necessary measures to urge the goods' delivery even Force Majeure occurs. If the accident lasts over 10 weeks, the Buyer has the right to cancel the Contract.



卖方对制造、装货、转船过程中由于不可抗力造成的延期发货或未发货不负责，卖方应立即通知买方上述不可抗力发生并在14天内把有效机关出具的事故检验证明用航空快件寄给买方以供买方认定，即使在发生不可抗力的情况下，卖方仍然有义务采用一切必要措施加快发货。如果事故持续超过10周，则买方有权撤消本合同。

**17. Late delivery, Installation Delay, Cancellation and Penalty: 延期交货, 推迟安装, 取消合同及罚款:**

If the delivery of the goods is delayed, except for Force Majeure cases, the Seller shall pay the Buyer a penalty which is 0.5% of the total value of the goods every delayed week. The delayed days will be considered as a full week if they are less than one week. The total amount of penalty shall not exceed 5% of the total value of the goods. The penalty will be deducted by the bank when the Buyer pay the money or deducted directly by the Buyer.

If the package could not be opened and installed normally within 2 months after the arrival at the Buyer's site, the Buyer shall pay the rest of the Contract value without condition or accept the penalty clauses of the late delivery.

If the period of delay exceeds 10 weeks after the stipulated delivery date or over 30% of the goods is delayed, the Buyer has the right to terminate the Contract, but the Seller shall still pay the penalty to the Seller according to the regulations aboved. In the normal execution of the contract, if any party requires to terminate the Contract, a penlaty of 5% of the contract value shall be paid to another party.

除人力不可抗拒事故者外，如延期交货，卖方应付给买方每一星期按迟交货物价值的0.5%的迟交罚款，不足一星期的迟交日数作为一星期计算，此项罚款总额不超过全部迟交货物总值的5%，在议付货款时由银行代为扣除，或由买方在付款时进行扣除。

如果货到客户现场2个月内无法正常拆箱安装，则无条件支付尾款，或是接受与迟交货相等的罚款条件。如迟延交货超过原定期限十星期，或是超过30%的货物延迟交货，买方有权终止本合同，但卖方仍应向买方交付以上规定之付款，不得推诿或迟延。在合同正常执行中，若合同双方任意一方要求终止合同，该方须支付对方5%罚款。

**18. Arbitration: 仲裁:**

All disputes that are caused by the execution of the Contract or relevent to the Contract shall be solved through friendly negotiations. If no agreement can be reached, the arbitration will be submitted to the national arbitration organization where the Contract is signed. The arbitration decisions are final and binding on both parties. The arbitration expenses shall be borned by the losing party, or decided by the arbitration authority.

凡因执行本合同或与本合同有关事项所发生的一切争执，应由双方通过友好方式协商解决。如果不能取得协商时，则按合同签订地所在国家的仲裁机构的仲裁程序规则进行仲裁。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，均由败诉一方负担。

**19. Breach of Responsibility: 违约责任:**

This Contract shall be performed according to 'Contract Law of the People's Republic of China'. 按照《中华人民共和国合同法》执行。

**20. Governing Language: 语言:**

This Contract is made out in English and Chinese. The Chinese version is final in case of any discrepancy.

本合同用英文和中文写成.如有异义, 以中文为准,

21. **Supplementary Conditions** 附加条款:

**Quotation List and Technical Agreement are the attachments of the Contract and all attachments are integral parts of the Contract. The effectiveness of the Contract is over all that of the attachments. If there is any discrepancy between the Contract and the attachments, both parties may negotiate mutually.**

报价书、技术协议为本合同附件, 所有附件是本合同不可分割的一部分, 本合同条款之效力超过所有附件条款之效力。如合同附件内容不相符, 双方应相互协商解决。

**It is certified that the authorized representatives of both parties sign the Contract on the date below. Each party holds two originals of the Contract.**

兹证明, 合同双方已由其正式授权代表在下述日期签署本合同。双方各执两份正本合同。

**The Seller (卖方):**

For and on behalf of  
**ZWICK CHINA LIMITED**

**(Company Seal) (公章)**

Authorized Signature(s)

**(Authorized signature)**

(授权签字)

阳瑛

**Date(日期):** 2013.4.2

**The Buyer(买方):**

**OTSUKA MATERIAL SCIENCE AND  
TECHNOLOGY (SHANGHAI) Co., Ltd.**

大冢材料科技(上海)有限公司

**(Company Seal) (公章)**

合同专用章

**(Authorized signature)**

(授权签字)

贺良华

**Date(日期):** 2013.4.2.

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