

## 年度销售合同 Annual Sales Contract

本合同于[ ]年[ ]月[ ]日由以下双方签署：

This Contract has been entered into on [mm/dd/yy] by and between:

卖方: [烟台帝斯曼安德利果胶股份有限公司]

地址: [山东省烟台市牟平区新城大街 889 号, 邮编 264100]

电话: [电话]

Seller: Yantai DSM Andre Pectin Co, Ltd.

No.889 Xincheng Street Muping Economic Development Zone

Yantai China 264100

Tel:

和

and

买方: [公司名称]

地址: [地址][[邮编]]

传真: [传真] 电话: [电话]

Buyer: **LLC "OPTIMA UNION"**

**03134, Kyiv, Sosnynykh Family Street, 9**

卖方与买方以下合称为“双方”，或被单独称为“一方”。

Seller and Buyer hereinafter also collectively referred to as “Parties” and individually as “Party”.

鉴于买方愿意根据本合同的条款采购卖方生产的合同产品(定义如下)，卖方愿意根据本合同的条款向买方供应合同产品，双方经友好协商，协议如下：

**Whereas** the Buyer is willing to purchase Contract Products (as defined below) manufactured by the Seller according to the terms and conditions of this Contract, and the Seller is willing to provide the Buyer with Contract Products according to the terms and conditions of this Contract, after friendly consultation, the Parties have mutually agreed as follows:

### 第一条 释义

#### Article 1 DEFINITION

1.1 除非本合同上下文义另有所指，本合同中下列用语应适用如下定义：

Unless otherwise set forth in the context of this Contract, the following words in this Contract shall

have the meanings as follows:

“合同产品”指卖方销售的 [ ]。

“订单”指买方不时向卖方下达的采购合同产品的书面指令。

“质量规格”指合同产品的技术要求和规格，包括 [ ] 质量规格书，任何改变须由双方书面同意。

“Contract Products” means [ ] manufactured by the Seller.

“Orders” means written instruction for purchasing Contract Products which is made by the Buyer to the Seller from time to time.

“Quality Specifications” means technological requirements and specifications of Contract Products, including [ ] quality specification letter, any revision needed to be agreed by Parties.

## 第二条 订单及其确认

### Article 2 ORDERS AND CONFIRMATION

2.1 买方发出的订单应包含合同产品的品名、规格、价格(根据本合同约定)、付款条件、交货时间，或买方认为必要其他事项，卖方应在 5(五)个营业日内予以书面确认接受或拒绝 (除非买方在订单内明确要求卖方在更短的时间内确认)。

Orders made by the Buyer shall include the name, specification, price (pursuant to the relevant provisions of this Contract), delivery time, or other items deemed necessary by the Buyer. The Seller shall make written confirmation on whether to accept or refuse in 5 (Five) business days (unless the Buyer requests, explicitly in the Orders, the Seller to confirm in a shorter period of time.).

2.2 本合同的条款应适用于订单，除非订单明确排除本合同部分或全部条款的适用。对本合同条款的任何变更，应以书面方式进行。

All the provisions of this Contract shall apply to the Orders, unless the application of part or all of the provisions of this Contract is explicitly excluded in the Orders. Any changes to the provisions of this Contract shall be made in written.

2.3 买方保证其已经获得了所有必要的权力、授权和许可签署本合同并履行本合同。

The Buyer warrants that it has obtained all necessary power, authority and permission to execute and fulfill this Contract.

## 第三条 数量

### Article 3 QUANTITY

3.1 买方预计将于[日期]至[日期]向卖方采购如下数量的产品：

[月份] 月份 [数量] 公吨; [月份] 月份 [数量] 公吨; [月份] 月份 [数量] 公吨; [月份] 月份 [数量] 公吨。

The Buyer estimates that from [date] to [date], it issue Orders to purchase Contract Products from the Seller in the following quantities:

[Month]: [quantity] metric tons; [Month]: [quantity] metric tons; [Month]: [quantity] metric tons; [Month]: [quantity] metric tons;

- 3.2 双方理解，以上数目仅仅是买方的预测数量，买方并将不时根据其需求更新其预测，并通知卖方，以便卖方做好相应供货工作。前文所述的预测，对买方和卖方均不构成约束力。

The Parties understand that the numbers above are merely estimated quantities. The Buyer may update its estimates from time to time according to its needs, and inform the same to the Seller so that the Seller can make relevant preparations. The estimates above-mentioned shall not be binding to the Buyer and the Seller and are given for indication purposes only.

#### 第四条 价格

#### Article 4 PRICES

- 4.1 合同产品价格应以合同产品的国内外市场行情及其原料成本为基础，由卖方确定。双方同意参照以下方式执行：本合同的总金额以本协议项下交付的货物数量确定。每批货物的价格在附加协议中有所规定。  
Prices of Contract Products shall be established by the Seller, based on the domestic and overseas market of Contract Products, as well as its raw material cost. Both parties agree to the following formula as a reference: The total value of the Contract is defined by the quantity of goods delivered under Agreements. The prices for each consignment of goods are specified in additional Agreements.

- 4.2. **The parties agreed that the currency of this Contract is the US dollar.**

#### 第五条 包装

#### Article 5 PACKAGING

- 5.1 合同产品的包装(包括其标识)应不低于法定标准或业界通行的良好标准，适于运输、装卸和储存。  
The packaging of Contract Products (including its labels) shall not be lower than legal standards or good standards generally accepted in the industry, and shall be suitable for transportation, loading and storage.

#### 第六条 品质和检测

#### Article 6 QUALITY AND EXAMINATION

- 6.1 产品的质量应遵循卖方出具并不时修改并通知买方的质量规格的规定。  
The Seller shall ensure that Contract Products shall conform to the Quality Specification of the Seller.
- 6.2 买方在收货后应当对货物进行检验以发现交付的合同产品是否符合合同的要求。就通过合理检验于交付时能发现的表面的缺陷、瑕疪或短缺而言，上述问题的异议须于交付日起 10 日内以书面通知卖方；而任何其他的索赔应于其已呈现或应当呈现之日起 10 日内，但至迟不超过货物交付日起的 3 个月，以书面形式向卖方提出，超出上述期限的质量异议对卖方不具有约束力。货物的使用或加工应被视为对货物无条件的接受以及对与货物有关的所有索赔的放弃。

The Buyer shall examine the Contract Products on delivery and satisfy itself that the Contract Products delivered meet all contractual requirements. Complaints about the Contract Products shall be made in writing and must reach the Seller not later than ten (10) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and ten (10) days from the date on which any other claim was or ought to have been apparent, but in no event later than three (3) months from the date of delivery of the Contract Products, any Complaints about the Contract Products after aforesaid time limit shall be no binding to the Seller. Use or processing of the Contract Products shall be deemed to be an unconditional acceptance of the Contract Products and a waiver of all claims in respect of the Contract Products.

6.3 双方同意，若双方存在无法通过友好协商解决的产品质量争议，买方与卖方的代表应共同对有关产品取样封存并共同提交双方共同指定的具有公信力的独立检验机构就争议的产品出具检验报告。双方在此同意，该检验报告对双方具有最终约束力。

It is agreed that in respect of any quality disputes which no amicable resolution can be reached, the representatives from the Seller and the Buyer shall jointly take and seal samples from appropriate Contract Products and jointly submit the samples to a duly accredited independent testing institution jointly appointed by the Parties to present a testing report for the Contract Products in dispute. Both parties hereby agree that the testing reports shall be final and binding to the Parties.

6.4 无论之前有何种规定，卖方在本合同项下的责任仅限于对根据本合同售予买方的合同产品应与卖方的质量规格相符的保证，而不应对合同产品单独或与其他材料一同使用而产生的结果负责。除非获得卖方的事先书面授权，否则买方不得做出涉及产品或其应用或产生的后果的任何书面或暗示的其他保证。本合同项下关于产品质量或产品适用于任何特殊目的或其他情况的任何其他条件和保证均在此排除。

Notwithstanding the foregoing, the Seller's liability hereunder is limited to the warranty that the Contract Products sold to the Buyer pursuant to this Contract shall meet Quality Specifications, but shall not be responsible for results obtained by the use of the Contract Products either alone or in combination with other materials. No other warranty, written or implied, concerning the Contract Products, their application or results to be obtained will be made by the Buyer except with the prior written authorization of the Seller. Any other condition or warranty as to the quality of Contract Products furnished hereunder or fitness for any particular purpose or otherwise is hereby excluded.

6.5 如果依据本合同 6.3 款的约定程序确认不符合卖方的质量规格，卖方可在合理时间内选择对产品进行调换、或者在原发票金额中予以相应扣减。卖方不应就因产品不符合上述质量规格引起的任何偶然的、间接的、结果性的损害负责。在任何情况下卖方承担就与产品及其使用有关的所有和任何索赔的责任不得超过买方支付的该系争货物的价款。

If and to the extent Products fail to meet the Quality Specification according to the provisions of Article 6.3, Seller may at its own option within a reasonable time either to replace the Products or issue a credit for any such Products in the amount of the original invoice price. Seller shall not be liable for any incidental, indirect or consequential damages caused by non-conformity of the Products. Under no circumstances shall Seller' liability for any and all claims for direct damages arising out of or in connection with the Products and the use thereof exceed the sum of the Buyer's payment for the Products that are the subject of the claim.

## 第七条 交货和付款

### Article 7 DELIVERY AND PAYMENT

- 7.1 除非订单另有指明，卖方应合理的运输方式送货至买方工厂处，并承担交货前的运输、装卸、保险等费用和支出。  
Unless otherwise set forth in the Orders, the Seller shall deliver the Contract Products to the Buyer's factory by reasonable transportation, and shall bear all the fees and expenses on transportation, loading, insurance, etc. occurred before the delivery.
- 7.2 除非订单另有规定，买方应在发票日开立后[ 插入具体天数 ]天内支付该笔款项，以银行电汇方式支付。  
Unless explicitly agreed otherwise the Buyer shall pay the amount invoiced by the Seller for Contract Products delivered by bank transfer within [Insert specific days] days since invoice date, by the Letter of Credit issued and guaranteed by creditable bank. **The Party effecting the payment shall bear all expenses relating to any form of payment. All commissions of correspondent banks are paid by the Buyer.**
- 7.3 买方同意遵守附件一中所详述的月度最大订单数量和每个订单的最小金额，否则卖方有完全的自主权拒绝不符合该等要求的订单，或者额外对每一个该系订单加收相应的服务费。  
**Buyer agrees that it shall follow the requirements as specified in Appendix I of the monthly maximum order number and minimum value for each order, otherwise Seller has the full discretion to refuse Distributor's orders or charge extra service fee for each order which falls short of such requirements.**
- 7.4. **The parties agreed that according to this contract, the delivery of the goods takes place within a period not exceeding 90 days from the moment of agreement by the parties on other essential terms of delivery.**

## 第八条 保密

### Article 8 CONFIDENTIALITY

- 8.1 双方应对另一方披露的或本合同包含的保密信息严格保密，且：  
Each Party shall maintain strict confidentiality with respect to the other Party's Confidential Information and the contents of this Contract and shall:
- (a) 在获得披露方或另一方事先书面同意前，不得以任何形式全部或部分披露、公布、泄露或允许任何人获得保密信息，但是为了本合同目的有合理的需要了解保密信息，且受本合同第 8.2 款严格约束的一方雇员除外；  
not without the prior written consent of the disclosing Party disclose, publish, disseminate or make accessible to anyone Confidential Information, in whole or in part, in any way or form, to any third parties, with the exception of its employees who reasonably need to know Confidential Information for the purpose of the Contract, subject to strict observance of the stipulations set forth in Article 8.2;
- (b) 应至少以保护其自有的具有相似重要性或采取保密措施的信息的同等关注程度来对待保密信息，但无论如何不得低于合理的关注程度；  
treat Confidential Information with at least the same degree of care as it itself observes

towards its own information of a like importance or which is to be kept confidential, but never less than a reasonable degree of care;

- (c) 妥善安全地保存构成保密信息的所有文件和材料且对有合理需要为本合同目的解除该等文件的员工接触该等文件加以限制;  
keep all documents and materials which constitute or contain Confidential Information in safe custody and restrict access to such documentation to employees who reasonably need to have such access for the purpose of the Contract;
- (d) 仅为履行其在本合同项下的义务之目的而使用保密信息。  
use the Confidential Information solely for the purpose of performing its obligations under this Contract.

8.2 双方应要求员工履行第 8.1 款包含的保密义务且确保其员工在任何时间都能全面遵守该等义务。尽管遵守了本义务，任一方均应对因其在职或已离职（就其违反保密义务时而言）的员工违反保密义务而造成或相联系的损失承担责任。

Each Party shall impose the confidentiality obligations included in Article 8.1 upon its employees and shall ensure that its employees shall at all times fully comply with such obligations. Notwithstanding observance of this obligation, each Party shall be liable for damages arising out of or in connection with breach of the confidentiality obligations by any of its - at the time of breach - present or former employees.

8.3 本合同不禁止由于强制性法律或司法或行政机关在其职权范围内的命令的要求而对保密信息进行的披露，但是接收方被要求披露有关信息时，应及时通知披露方上述要求的存在以便披露方可以寻求保护令或其他合适的补救方法以防止或限制以上披露。

Nothing in this Contract shall prevent the disclosure of the Confidential Information which are required to be disclosed by mandatory laws or orders by judicial or governmental authorities within their competence; provided, however, that if the receiving Party is so required to disclose any such Confidential Information, it shall provide the disclosing Party prompt written notice of such requirement so that the disclosing Party may seek a protective order or other appropriate remedy to prevent or limit such disclosure.

8.4 本第 8 条规定的义务应在本合同终止后的 6 (六) 个月继续有效。

The obligations set forth in this Article 8 shall survive the termination of this Contract by 6 (six) months.

## 第九条 通知义务

### Article 9 NOTICE

9.1 在本合同项下需要或可以发出或作出的通知、要求或其他通信应按照下列地址，以书面形式且通过专人递送，或通过挂号信等类似的书面方式或字迹清楚的传真（但需通过含有签名原迹的原件加以确认）送达给指定的接收人：

Notices, demands or other communications required or permitted to be given or made under this Contract shall be in writing and delivered personally or sent by registered letter or a similar instrument in writing or by legible telefax (provided it is confirmed immediately with a document carrying an original signature) addressed to the intended recipient at:

**If to Seller, to:**

**If to Buyer, to:**

如果发送给卖方，则至：  
**[full name and form company]**  
 【公司全称】  
 [插入具体地址]

如果发送给买方，则致：  
**[full name and form company]**  
 【公司全称】  
 [插入具体地址]

Attn.: **[name]**  
 收件人：【姓名】

Attn.: **LLC "OPTIMA UNION"**  
 Legal address and mailing address:  
 03134, Kyiv, Sosynych Family Street,  
 9

收件人：【姓名】

Fax 传真: [••]

Fax: 传真[••]

或者发送至任何一方不时正式通知其他方的其他地址或传真号码。除非有相反的证明，任何上述通知、要求或通信应在第二个营业日被视为于收件地正式送达（如果是通过传真发出或作出），或在投邮后四十八（48）小时被视为正式送达（如果是通过头等邮件发出或作出）。为了充分证明上述送达情况：如果以信件送达的，应显示出该信件的信封上已适当载明地址、正确贴邮并投邮；如果以传真送达，应显示出该传真已按照收件人届时的传真号码适当发出。

or to such other address or telefax number as any Party may from time to time duly notify to the others. Any such notice, demand or communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by telefax) on the next following business day in the place of receipt or (if given or made by first class letter) forty-eight [48] hours after posting and in proving the same it shall be sufficient to show in the case of the letter, that the envelope containing the same was duly addressed, correctly stamped and posted and, in the case of a telefax, that such telefax was duly dispatched to a current telefax number of the addressee.

## 第十条 违约责任

### Article 10 LIABILITIES AND BREACH

10.1 如买方未及时向卖方付款，买方应承担违约责任，每迟延付款一（1）天，买方应按迟延交货部分价值的万分之三（0.03%）向卖方支付迟延金，不足一（1）天的，按一（1）天计；

In the event of a delay in payments under this Contract the Buyer shall be liable to pay to Seller liquidated damages amounting to 0.03% of the amount of the overdue payment for each full day of delay, less than one day will be counted by one day.

## 第十一条 不可抗力

### Article 11 - FORCE MAJEURE

11.1 如果由于超出双方合理控制能力的偶然事件（如战争、火灾、事故或其他伤亡、任何劳工骚乱或自然灾害）而导致任何一方未能或迟延履行本合同的义务，则该方无需对另一方负责或承担责任，然而此项免责只在受影响一方书面通知另一方导致无法履行义务的事件和事由时才适用。在适用本款时，受不可抗力影响的一方应作出符合善意商业判断的合理努力以消除、补救及克服任何该等事由并恢复履行义务。如果受到影响的一

方在通知另一方不可抗力事件后的 **60** 天内仍未完全恢复履行本合同，则未受影响的另外一方可以终止本合同且立即生效。

Neither Party shall be responsible or liable to the other hereunder for any failure or delay in the performance of its obligations under this Contract due to any contingency beyond such Party's reasonable control, such as war, fire, accident or other casualty, or act of God; provided, however, that such excuse from performance shall only be available if and when the occurrence and the causes for the impossibility to perform have been notified in writing to the other Party. In the event of the applicability of this provision, the Party affected by such force majeure shall use reasonable efforts, consistent with good business judgment, to eliminate, cure and to overcome any of such causes and resume performance of its obligations. In the event the Party affected by force majeure is unable to return to full performance of this Contract within **60** days from force majeure being notified to the other Party, the Party not affected by force majeure may forthwith terminate the Contract with immediate effect.

## 第十二条 期限

### Article 12 TERM OF CONTRACT

12.1 本合同于[ 年 月 日]至[ 年 月 日]期间有效，除非双方在上述合同期满前三十(30)日书面确认有意续展本合同一(1)年(且本合同只能续展一(1)次)，则本合同在上述有效期间到期后终止。

This Contract shall be effective during the period from [mm/dd/yy] to [mm/dd/yy]. Unless the Parties agree to and confirm by written notice thirty (30) days prior to the expiration date to extend the Contract for another period of one (1) year (and the Contract can only be extended for one time), the Contract shall end at the end of aforementioned expiration date.

## 第十三条 其他

### Article 13 MISCELLANEOUS

13.1 本合同以及因本合同而产生的所有合同应受中华人民共和国法律（不包括香港、澳门、台湾法律）管辖。

This Contract and all Contracts deriving there from shall be subject to the laws of the People's Republic of China (excluding laws of Hong Kong, Macau and Taiwan).

13.2 因本合同产生的或与本合同有关的任何争议、矛盾、请求应由双方通过友好协商解决。如果无法达成友好解决方案的，双方应在此不可撤销地同意将争议提交中国国际经济贸易仲裁委员会（“CIETAC”）专属管辖。仲裁将在上海按照 CIETAC 的仲裁规则进行。

Any dispute, controversy, or claims arising under, out of or relating to this Contract shall be settled amicably between the Parties. If no amicable settlement can be reached, both Parties hereby irrevocably agree to submit the disputes to exclusive jurisdiction of China International Economic and Trade Arbitration Committee (“CIETAC”). The arbitration shall be carried out in Shanghai in accordance with Arbitration Rules of CIETAC.

13.3 未经卖方事先书面同意，本合同不得被全部或部分地转让。但是卖方始终有权将本合同全部或部分地转让给卖方在荷兰的最终母公司 Koninklijke DSM N.V.的任何关联企业。任何时候该等义务的转让方始终对受让方

的行动负责。

This Contract may not be assigned, transferred in whole or in part unless with the prior written consent of the Seller. The Seller, however, shall always be entitled to assign or transfer this Contract in whole or in part to any Affiliate of Koninklijke DSM N.V., The Netherlands, the ultimate parent company of DSM and the transferor of such obligations at all times remains responsible for its transferee's actions.

13.4 本合同对双方当事人及其各自经允许的受让方具有约束力并服务于双方的利益。

This Contract shall be binding upon and inure to the benefit of the Parties and their respective permitted assigns and transferees.

13.5 本合同只能以同等形式要件的文书进行修改。

This Contract may be amended only by an instrument in writing with equal formality.

13.6 如果根据任何法律，本合同的任何条款或其中一部分在任何方面是无效、非法或不可执行的，受制于第 13.7 款规定的遵守和协商的积极成果，本合同其他条款的有效性、合法性和可执行性不因此受到任何影响或损害。If any provision of this Contract or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall, subject to the positive outcome of compliance, negotiations as described in Section 13.7, not in any way be affected or impaired thereby.

13.7 如果本合同所包含或提到的任何安排违反任何适用法律所作出的任何强制性规定，双方将进行协商以在该法律所允许的最大范围内调整有关安排。

In the event that any of the arrangements contained or referred to herein should violate any mandatory provisions dictated by any applicable law, then the Parties will enter into negotiations to reform the relevant arrangement to the maximum extent permitted by such law.

13.8 本合同因任何原因而终止并不解除任何一方在本合同终止之时已经负有的或由于在本合同终止前的作为或不作为而在终止之后将可能负有的任何责任。

Termination of this Contract for any cause shall not release a Party from any liability which at the time of termination has already accrued to the Party or which thereafter may accrue in respect of any act or omission prior to such termination.

对于根据其内容将在本合同终止后仍具有效力的本合同所有条款，在本合同终止的生效日后仍继续有效。

All provisions of this Contract which by their terms have effect following the termination of the Contract shall also survive the effective date of termination hereof.

13.9 每一方应自行承担各自与本合同有关的费用。

Each Party shall bear its own costs and expenses incurred by it in connection with this Contract.

13.10 本合同取代双方之前就相关主题达成的任何其他合同。

This Contract supersedes any other preceding Contract between the Parties on the same subject.

13.11 按照本合同作出并经卖方确认的任何采购订单均应作为本合同不可分割的组成部分，受本合同管辖。烟台帝斯曼安德利果胶股份有限公司的一般销售条款和条件适用于我们的所有报价、协议、销售、交付和所有其他交易，并成为其组成部分。任何其他条款和条件的适用性被明确拒绝，并被我们的一般销售条款和条件所取

代。我们的一般销售条款和条件的当前版本在 [www.andrepectin.com](http://www.andrepectin.com)。

The Purchase Orders made pursuant to this Contract and accepted by the Seller shall be integral parts of this Contract and shall be subject to the terms and conditions of this Contract. The General Terms and Conditions of Sale of DAP apply to and are part of all our offers, agreements, sales, deliveries, and all other dealings. The applicability of any other terms and conditions is explicitly rejected and superseded by our General Terms and Conditions of Sale. The current version of our General Terms and Conditions of Sale can be found at [www.andrepectin.com](http://www.andrepectin.com).

- 13.12 任何一方未执行本合同的任何条款不应被认为是对该条款的弃权，也不应妨碍或影响该方以后执行该条款或其他任何条款。

A failure of either Party to enforce any of the provisions of this Contract shall in no event be considered a waiver of such provision and shall not preclude or prejudice such Party from later enforcing the same or any other provision hereof.

- 13.13 每一方应与另一方合作，根据另一方为行使、证明和确认双方的权利以及本合同目的而不时提出的合理要求，签署及向对方交付其他文书、文件，并采取其他行动。

Each Party shall cooperate with the other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Contract.

- 13.14 本合同以中文和英文写就和签署 2 份原件，任一方应持有具两种语言的原件 1 份，并具有同等法律约束力。如中文文本与英文文本之间存在任何差异，应以中文文本为准。

This Contract is written and executed in both English and Chinese languages in two (2) originals; each Party shall hold one (1) original in both languages and both originals being equally authentic. In case of any discrepancy between the Chinese version and English version, the Chinese version shall prevail.

本合同于开首载明的日期由双方在[ ]签署，特此证明。

IN WITNESS WHEREOF, this Contract is signed at [ ] as specified at the beginning of the Contract by the authorized representatives of the Parties as of the date first above written.

[公司名称]

[公司名称]

LLC "OPTIMA UNION"

Legal address and mailing address:

03134, Kyiv, Sosnynykh Family Street, 9

IBAN: UA 97 325365 0000002600901570132

in the Central Branch of PJSC "Kredobank"

MFI 325365

Identification code 38453213

EDRPOU 38453213

TIN 384532124128

VAT certificate - 200102195

授权代表: \_\_\_\_\_

(Authorized Representative)

姓名(Name): Shishkin Dmytro

职衔>Title): Director

授权代表: \_\_\_\_\_

(Authorized Representative)

姓名(Name): \_\_\_\_\_

职衔>Title): \_\_\_\_\_

## 附件 1《帝斯曼食品配料部产品报价单》

**Product Quotes of DSM Food Specialties**  
帝斯曼食品配料部产品报价单

产品名称及规格 <b>Product Name &amp; Specification</b>	产品说明 <b>Product Information</b>	产品包装 <b>Package</b>	价格不含增值税 <b>Price, excl. VAT (RMB/KG)</b>	价格含增值税 <b>Price, incl. VAT (RMB/KG)</b>	备注 <b>Remark</b>

1. 本报价单右栏价格为含 17% 增值税的价格;

The Price on the right column is the Price including 17% VAT;

2. 每个订单的最小订单金额: 不少于人民币 22,500 元 (含增值税);

The minimum value of an order: no less than RMB 22,500 (including VAT);

3. 严格控制每个收货地址的订单数量, 原则上同一个收货地址每个月的订单将不超过两(2)单;

In principle, it is strict to maximum two (2) orders per month to the same ship-to account.

4. 对于同一个收货地址每月的订单数量超过两单, 或者订单金额小于规定的 22,500 元 (人民币含税), 每个订单将加收除订货金外的小单费 249 元 (人民币含税)。

The extra charge is RMB 249 with VAT per order if it does not meet the above conditions.

5. 本报价为双方合同约定月度交货次数下, 按照合同约定或者双方另行同意的交货地点价格, 包含运费和交运保险费; 若在月度内, 需方要求交货次数超过双方约定, DTC 有权依据本附件条款 4 收取相应服务费或者另行约定的产品价格执行;

The Price herein is effective provided the following conditions are satisfied: 1) below contracted monthly delivery times, and 2) the products are delivered at contracted delivery place or a place as otherwise agreed by both Parties. The Price includes freight and insurance of transportation. If the monthly delivery times exceeds the number in the Agreement, DTC has the right to charge additional service fee in accordance with the article 4 of this Appendix, or both Parties shall adopt a new price as otherwise agreed upon by both Parties.

6. 有效期: 本产品报价至[      ]年[      ]月[      ]日有效, 价格变动按照帝斯曼贸易(上海)有限公司一般销售条款;

Validity Term: this product quotes shall be effective by end of [Insert date]. Any change of the Price shall fully in compliance with the General Terms and Conditions of Sales of DSM Trading (Shanghai) Co., Ltd.;

7. 本产品报价单单独使用作为价格变动的通知,同时亦是双方签署的销售协议(若有)的有效组成部分;  
The Product Quotes can be individually used as the notice for price change, and also is an integral part of the Sales Agreement (if so) between both Parties;
8. 包装: 全部产品应帝斯曼原厂包装或者按照销售协议约定或者双方一致同意的标准包装;  
Package: all products herein shall be packaged as to the standard of DSM original factory or the one otherwise been described in the Sales Agreement or agreed upon by both Parties;
9. 可提供产品数据说明书,产品应用说明书,物料安全数据表及分析合格证等有关资料;  
Product specification, product application specification, MSDS, analysis conformity certificate and other related materials can be provided;
10. 检验和验收: 需方应对货物进行验收,如对货物数量,包装,质量有异议,应在交货之日起 10 日内以书面通知的方式向供方提出; 有关其他检验和验收条款,按照帝斯曼贸易(上海)有限公司一般销售条款  
Examination and Acceptance: the buyer is obligated to examine the products. All complaints about the quantity, package and quality of the products shall be made in writing and must reach seller not later than ten (10) days from the date of delivery. All other requirements with respect to examination and acceptance shall fully in compliance with the General Terms and Conditions of Sales of DSM Trading (Shanghai) Co., Ltd.;
11. 有关于产品销售任何其他本报价单未尽事宜,严格按照帝斯曼贸易(上海)有限公司一般销售条款。  
All other matters in relation to the sale of the Products which are not specified in this Product Quotes shall strictly follow the General Terms and Conditions of Sales of DSM Trading (Shanghai) Co., Ltd.