

Goods/Service Purchasing Contract

产品/服务 采购合同

Buyer/WAGNER:

需方/瓦格纳: 瓦格纳尔喷涂设备(上海)有限公司

Location

签约地点: 上海市

Seller

供方: xxxxxxxxxxxxxxxxx

Date

签约日期: 2014 年 x 月 xx 日

The Seller and the Buyer agree to sign this CONTRACT on the following **Goods/SERVICES** according to the terms and conditions as below:

供需双方同意就以下产品或服务按照下列规定的条款与条件签订本合同:

Price and terms:

The price of **Goods/SERVICES** under this CONTRACT includes the tax (17% value added tax), and all the expenses for delivery of goods to the place appointed by WAGNER, including the fee of installing, packing, carriage, loading and unloading, insurance and so on, unless there is other provisions in this CONTRACT.

本合同项下的货物款或服务款包含税(17%增值税),并包含货物送抵瓦格纳指定交付地点的一切费用,包括装配费、包装费、运费、装卸费、保险费等,除非本合同中另由条款注明。

Invoice: the Seller should issue the invoice according to the specific requirement of WAGNER; the invoice should be delivered together with one copy of consignment note signed by the authorized person of WAGNER and CONTRACT. WAGNER receiving the invoice of the Seller does not deem that WAGNER recognizes the content of the invoice of the Seller (including but not limited the quantity and amount of money of the Goods). Before the Seller delivers the qualified invoice to WAGNER, WAGNER is entitled to delay the payment without any liability for breach of contract and/or compensation for damage.

发票(Invoice): 供方应根据瓦格纳的具体要求进行开具发票, 发票递交时应附已由瓦格纳授权人签收的送货单复印件、合同复印件各一份。瓦格纳接收供方发票的行为不得被理解为瓦格纳对供方发票内容(包括但不限于货物数量、金额)予以认可。在供方未向瓦格纳递交符合瓦格纳要求的发票前, 瓦格纳有权延迟付款而无须承担任何违约责任和/或损害赔偿赔偿责任。

Payment term: Refer terms in specific contract/order

支付条款: 按照具体合同/订单中的条款

Delivery/Service:

Delivery/Service date: 交货或完成服务日期

The date of the delivery/ service is YEAR_____, MONTH ___, DATE _____.

交货或完成服务日期必须在 年 月 日前。

Address 地址:

Wagner Warehouse or other specified address.

瓦格纳仓库或者其他指定地点。

By accepting this Purchasing Contract (hereinafter "CONTRACT") Seller hereby confirms and agrees that it has received, acknowledged and accepted all Terms and Conditions in the prevailing order as following:

供方接受本采购合同（以下简称“合同”）以特此确认并同意其已经收到，承认并接受如下全部条款（排列在先的条款效力优于在后的条款）：

STANDARD TERMS AND CONDITIONS 标准条款:

1, GOODS/SERVICES SCOPE 货物或服务范围:

See attached list 1 of Purchasing product/service scope (or Quotation list)详情见附件1 采购产品或者服务清单(或报价单);

2. WARRENTY PERIOD质保期:

Eighteen (18) months after acceptance of Goods or twelve (12) months after the issuance of Final Acceptance Certificate by WAGNER's end customer, whichever occurs later.

货物验收合格后十八(18)个月或瓦格纳最终客户出具验收证明后十二(12)个月,以后发生者为准。

The Seller shall remedy the defects of Goods during the Warranty Period according to the requirements of WAGNER at the Seller's cost.

质保期内的货物瑕疵由供方承担费用按瓦格纳要求采取补救措施。

3. LIQUIDATED DAMAGE FOR LATE DELIVERY OF GOODS延迟交货违约金:

The Seller shall pay the liquidated damage for late delivery of the Goods or late accomplishing services conforming with the CONTRACT equaling to 0.5% of the whole price of the Orders, in which the Goods/ service scope covered, per each day delayed. WAGNER is entitled to cancel the CONTRACT if delivery exceeds 20 days.

供方每延期一日交付符合合同要求的货物或完成合同指定的服务应支付相当于该批货物所在定单全部金额的0.5%的延迟交货违约金，延期超过20日，瓦格纳有权解除本合同。

Failure to comply with the committed delivery term will lead to Liquidated Damage at a rate as stipulated aforesaid in this CONTRACT, either charged separately, or by deducting Payment directly. If the actual loss exceeds the aforesaid Liquidated Damage, WAGNER is also entitled to claim from the Seller for the amount in exceed. 如果供方未能在约定交货日期内交货，瓦格纳有权按照本合同上述违约金费率表规定的费率向供方收取或者直接从货款中抵扣。如果瓦格纳的实际损失超过上述违约金的，有权就超过部分向供方要求赔偿。

4. COMMUNICATION AND APPROVAL OF CHANGE信息沟通和变更批准:

It is the Sellers sole responsibility to communicate in time to WAGNER designated Representative(s) below, all Goods/Services and CONTRACT performance related information via formal company mails (including emails) and fax. Any change of Goods/Services or CONTRACT performance (including but not limited to the change of manufacturing, design, deliver of Goods/Services and price of CONTRACT) must clearly state and approved by WAGNER Purchasing Representative in writing in advance; Otherwise any additional expense associated to changes and liability of breach of contract as well as liability of damage compensation payable to WAGNER shall be solely borne by the Seller. If the Seller fails to communicate abovementioned information in time or changes without the prior written consent from WAGNER, it shall pay 0.15% per week to maximum 5% liquidated damages of the value of this CONTRACT, in addition to the liquidated damages for late delivery as stipulated under this CONTRACT and other legal rights WAGNER is entitled to under laws and regulations as well as this CONTRACT.

应完全由供方负责及时用正式的公司邮件（包括电子邮件）和传真通知瓦格纳如下指定的代表，一切和货物/服务及合同的履行有关的信息。任何涉及货物/服务或合同的履行的变更（包括但不限于

货物制造、交付、设计、合同金额的变更)都需要明确提出并且取得瓦格纳采购代表的事先书面批准,否则供方应当自行承担所有变更引起的额外支出、对瓦格纳的违约金和损失赔偿责任。如果供方不能及时将上述信息及时通知到瓦格纳的指定采购代表或未经瓦格纳事先书面同意擅自变更,则瓦格纳除了可以要求本合同所规定的延期交货违约金和其他法定及约定权利外,还可以要求供方支付按每延迟一周,收取合同金额0.15%到5%的作为违约金。

5. WARRANTY on Goods 货物保证:

The Seller guarantees that the Goods hereof is made brand new and unused, and complies in all respects, including but not limited to, quality, technical specifications and commercial manufacturer(s), stipulated in this CONTRACT and the warranty conditions between WAGNER and end customer. 供方保证其提供的货物是全新,未被使用的,并在各方面都符合本合同以及瓦格纳对其最终客户做出的保证,包括但不限于质量要求、规格和工业制造。

The Seller warrants that during the Warranty Period the Goods is free from defects in quality, material and workmanship and fit for its intended use. The Seller warrants Goods against all defects occurring during the Warranty Period and shall compensate WAGNER for all costs incurred related to a breach of this warranty.

供方保证在质保期内货物没有质量、材料和技术方面的瑕疵,并适合其预期之用途。供方保证货物在质保期内不存在任何产品缺陷,并应赔偿瓦格纳因其违反此保证而发生的所有费用。

The Seller has anticipated that the Goods are probably used as parts in the finished product manufactured by WAGNER. If the quality or functions of the Goods is not satisfied the stipulation of this CONTRACT, no matter the defect of quality and function found in the process of manufacturing the finished product by WAGNER, or after the finished product sold out by WAGNER or used by the end customer, the Seller all has the liability to repair or replace and compensate the damage of WAGNER. If the defects lead WAGNER to undertake the liability of breach of the contract or liability of tort to the third party, WAGNER is entitled to require the Seller to undertake the liability, and require the Seller to compensate the damage.

供方已预见到货物可能作为部件被用于瓦格纳制造的成品中。如货物的质量或功能不符合本合同约定,不论该质量及功能上的瑕疵发现于瓦格纳制造其成品过程中,还是于瓦格纳将成品售出或由最终用户使用后,供方均有义务进行维修或更换并赔偿瓦格纳的损失。如该瑕疵导致瓦格纳就其成品对第三方承担违约或侵权责任,瓦格纳有权要求供方承担该责任,并要求供方赔偿损失。

The Seller warrants that it has the legal ownership of the Goods provided, without claim for compensation, seizing or any other limitation to its ownership of the Goods.

供方保证对其提供的货物享有合法的所有权,不存在索赔、扣押或其它对货物所有权的任何限制。

The Seller warrants that the Goods does not infringe any of IP Rights of any third party, and WAGNER will not infringe the IP rights of any third party due to using, selling the Goods or any part of the Goods; otherwise the Seller should undertake all the damage of WAGNER due to it (including but not limited to the liability of breach of the contract and/or liability of tort to the third party undertaken by WAGNER).

供方保证货物不侵犯任何第三方的知识产权,瓦格纳不会因使用、销售货物或货物的任何部分侵犯任何第三方的知识产权;否则供方应承担瓦格纳因此而遭受的全部损失(包括但不限于瓦格纳对他人承担的违约责任和/或侵权责任)。

The Seller warrants identifying the Goods in accordance with the requirements of WAGNER to ensure the traceability of the Goods. Measures must be instituted by the Seller to ensure that if a defect is detected (no matter the defect of quality and function found in the process of manufacturing the finished product by WAGNER, or after the finished product sold out by WAGNER or used by the end customer), the defective Goods/batches could be identified and tracked.

供方保证按瓦格纳的要求对其货物采取识别措施以确保其货物的可跟踪性。供方必须采取措施保证一旦发现瑕疵时（无论该瑕疵发现于瓦格纳制造其成品过程中，还是于瓦格纳将成品售出或由最终用户使用后）有瑕疵的货物/批次可识别、跟踪。

If delivery of the Goods/Services is deviated from this CONTRACT, in addition to its other rights stipulated in this CONTRACT, WAGNER is entitled to execute the following remedies:

- 1) Require Seller to take remedies within five (5) working days, including but not limited to replace, repair Goods, all at the Seller's cost(including but not limited to fees regarding defects detection, selects of defected Goods, transportation, replacement and repair etc);
- 2) Taking remedies by WAGNER or by using 3rd party resource, all at the Seller's cost, based on urgent situations and/or the Seller is not able to make the remedy within the aforesaid period.

如果货物交付或服务与合同不符，瓦格纳除了本合同规定的其他补救措施外，还有权：

- 1) 要求供方在五个工作日内由供方承担所有费用（包括但不限于相关的故障诊断、瑕疵货物的挑选、运输、替换、修理等费用）采取补救措施，包括但不限于更换、修理货物；
- 2) 如果供方不能够在上述期限内完成补救，或者在现场情况紧急的情况下，瓦格纳有权自行或者要求第三方完成补救措施，并由供方承担所有费用。

Violating this article by the Seller constitutes the fundamental breach of contract and entitles WAGNER to cancel the CONTRACT immediately and to claim the liability of breach of contract and the liability of damages compensation against the Seller.

供方对本条的违反为根本违约，瓦格纳可立即解除本合同，且追究供方违约责任和损害赔偿责任。

6. ACCEPTANCE 货物及服务验收:

Acceptance standard and methodologies shall be in accordance with those from WAGNER, see attached list 2 for details.

验收标准和方法必须遵循瓦格纳的要求。具体可见附件2

Unless otherwise agreed, it shall be regarded as non-delivery if the Goods/Services are not accepted and WAGNER is entitled to choose the liability of delay delivery or other liability of breach of contract.

除另有约定外，货物未通过验收的视为未交付，可由瓦格纳选择适用延迟交付违约责任或其他违约责任。

7. PACKAGING AND PRESERVATION包装与保存:

Seller is responsible for all packaging and bears all costs. All Goods must be, according to the requirements of WAGNER, packaged environmentally friendly in a fashion to prevent damage and/or deterioration. Packing material will not be returned to Seller.

供方负责所有的包装事宜并承担所有费用。所有货物必须按瓦格纳的要求妥善包装，以防损坏和/或变质，包装本身应当对环境安全。所有包装材料不回收。

8. LIABILITY责任:

- 1) Due to the fault in the performing of this contract of the Seller and/ or its employees, representatives, agents and/ or subcontractors, no matter negligent or deliberate, or breach of the contract or tort, if it causes the losses of WAGNER, the Seller should undertake the liabilities.

因供方、和/或其雇员、代表、代理商和/或其分包商在履行本合同中的过错，无论疏忽或故意，亦不论系违约或侵权，造成瓦格纳损失，供方均应承担责任。

- 2) The Seller should undertake the liability including but not limited to:

供方应承担的责任包括但不限于：

(a) Any additional payout of WAGNER due to the fault of the Seller, such as added labor cost, materials fee, carriage, overtime-working cost, and the price difference of purchasing again and Goods recall cost etc.;

瓦格纳因供方的过错而额外发生的任何支出，如增加的人工费、材料费、运输费、赶工费、重新采购的价差、产品召回费用等；

(b) The compensation, fine, liquidated damages and product liability to the third person suffered by WAGNER due to the fault of the Seller;

瓦格纳因供方的过错而遭受的对第三人的赔偿、罚款、违约金、产品责任等；

(c) The loss of Goods or property, casualties suffered by WAGNER due to the fault of the Seller;

瓦格纳因供方的过错而遭受的货物或财产损失、人身伤亡损失；

(d) The loss of expected benefit, profit and so on suffered by WAGNER due to the fault of the Seller; and

瓦格纳因供方的过错而遭受的预期利益损失、利润损失等；以及

(e) The legal cost, attorney fee, travel expense and so on occurring in the legal procedure of any litigation, arbitration involving WAGNER due to the fault of the Seller.

瓦格纳因供方的过错而陷于任何诉讼、仲裁等法律程序中发生的诉讼费、律师费、差旅费等。

The liability undertaken by the Seller according to this CONTRACT could be directly deducted in any account payable paid by WAGNER to the Seller, if the account payable is not enough to cover the liability of the Seller, the Seller should make up it within 30 days from WAGNER noticing it.

供方根据本合同应承担的责任可由瓦格纳在对供方的任何应付款中直接扣除，如果应付款不足以抵偿供方责任，供方应在瓦格纳通知之日起30日内补足。

3) Abovementioned provisions shall also apply to Seller's Personnel, subcontractors and licensors including their personnel. The Seller is obliged to flow down this clause in their respective statements and/or agreements.

上述约定应同样适用于供方的人员、其分包商和许可人及他们的人员。供方有责任在其相关的申明和/或协议中明确告知。

9. SAFETY REQUIREMENT 安全要求

Any installation, commissioning, training and other service activities conducted on WAGNER or end customer's site by the Seller must comply with all national and local safety laws and regulations in addition to WAGNER and end customers' safety policies to ensure the safety of these activities. Seller shall be fully liable for and bear all expenses regarding property loss, damage and/or personal injury, death due to non-compliance of the aforesaid.

供方在瓦格纳或客户现场进行的任何安装调试，培训及现场服务等活动，必须遵守国家和地方的所有相关安全法规以及瓦格纳和最终用户的安全政策，确保安全工作。如果不能遵守本条款，则供方将对由此引起的所有财产遗失、损坏、人员伤亡等事故负全部责任并承担所有的相关支出。

10. ASSIGNMENT AND SUBCONTRACT 转让和分包

Any obligations and rights of the Seller under this Contract cannot be assigned or subcontracted to any other third party unless prior written consent from WAGNER Purchasing Representative is acquired. 除非得到瓦格纳采购代表的事先书面同意，供方在本合同项下的任何权利及义务均不可转让、分包给其他任何第三方。

11. FORCE MAJEURE 不可抗力:

Neither party shall be held responsible for any delay in or non performance of the CONTRACTS due to Force Majeure. However, Seller shall advise the WAGNER Purchasing Representative immediately of such occurrence, and within seven days thereafter, airmail/post by registered mail to WAGNER a certificate issued by the competent authorities of the place where the Accident occurs as evidence thereof. Under such circumstances the Seller, however, are still under Obligation to take all necessary measures to hasten the delivery of the Goods, in case the

accident lasts for more than four weeks, both parties shall resort to an agreement to reach a resolution or cancel the CONTRACT if no agreement can be reached. 任一方不应因不可抗力而导致的任何不履行或延迟履行合同而承担责任。但是, 供方应在不可抗力事故发生后立即通知瓦格纳采购代表, 并在事故发生后七天内将事故发生地当局出具的证明航空邮寄/挂号信给瓦格纳作为证据。但是, 在这种情况下, 供方仍有责任采取所有必要措施加速货物的交付。如果不可抗力事故持续超过四周, 双方应达成一项协议解决此事或如果无法达成协议则解除合同。

12. DISPUTE RESOLUTION AND APPLICABLE LAW 争议解决和适用法律:

Any dispute arising out of the validity, interpretation or performance of this CONTRACT or in relation to this CONTRACT shall be submitted to China International Economic and Trade Arbitration Commission Shanghai Sub commission for arbitration in accordance with its arbitration rules under Chinese Law. Any award rendered by China International Economic and Trade Arbitration Commission Shanghai Sub commission shall be final and binding on both Parties. 因本合同的效力、解释与履行产生的或与本合同相关的任何争议, 任何一方均可向中国国际经济贸易仲裁委员会上海分会提起仲裁, 根据其仲裁规则适用中国法律仲裁解决。中国国际经济贸易仲裁委员会上海分会仲裁庭做出的任何仲裁裁决应为终局裁决, 对双方均有约束力。

13. Miscellaneous 其他

The parties declare that the provisions in this CONTRACT reflect the results of their commercial negotiations conducted in good faith and that none of the provisions hereof constitutes the format terms of either party.

本合同双方确认本合同的条款体现双方本着诚信原则谈判的结果, 本合同的条款不构成任一方的格式条款。

Either party's failure to exercise or delay in exercising any right, power under this CONTRACT should not operate as a waiver thereof; any single or partial exercise of any right, power should not preclude the exercise of any other right, power.

如果一方未行使或延迟行使其在本合同项下的某项权利或权力, 不构成该方对此项权利或权力的放弃; 如果该方已经行使或者部分行使某项权利或权力, 并不妨碍其在将来再次行使此项权利或权力。

Unless otherwise expressly provided in this CONTRACT, the rights and remedies set forth in this CONTRACT are in addition to, and not in limitation of, other rights and remedies under the Contract, at law, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy, except as otherwise provided by applicable law.

除本合同另有明文规定, 本合同规定的权利和补救措施是合同项下其他根据法律建立的权利和补救措施的补充, 并不限制那些权利和补救措施。除有关法律另有规定外, 行使某项权利或采取某项补救措施将不视为对其它权利或补救措施的放弃。

If any provision contained in this CONTRACT should be held illegal, invalid or unenforceable, it should be deemed automatically replaced with a like provision that is legal, valid and enforceable and is closest in scope and intended effect to the original provision. The validity, legality and enforceability of the remaining provisions should not in any way be affected or impaired thereby.

若本合同任一条款在任何方面被认定违法、无效或无法强制执行, 应视该条款自动地被合法的、有效的和可强制执行的类似规定所取代, 该类似规定应最大限度地范围和意图上接近于原条款。其余条款的有效性、合法性和可强制执行性均不应由此在任何方面受到影响或削弱。

The validated date of this CONTRACT is 90 days. WAGNER may terminate the CONTRACT through a written notice 20 days in advance without liability of breach of contract and/or liability of damage compensation.

本合同有效期为90天。瓦格纳经提前20日书面通知可解除本合同且无须承担违约责任和/或损失赔偿责任。

This CONTRACT is written in Chinese and English language; both versions have the equal legal validity. If there is any discrepancy between two versions, Chinese version prevails.
本合同以中英文书就，并具有相同的法律效力。两种文本如有差异，以中文版本为准。

This contract is executed in duplicate, each party holds one set.
本合同一式两份，双方各执一份。

需方：瓦格纳尔喷涂设备(上海)有限公司
地址：上海市江场三路58号1楼
法定代表人：
委托代理人：
电话： 021-66521858
传真：

供方：
地址：
法定代表人：
委托代理人：
电话：
传真：

Attached list 1: Goods/Services Scope
附件 1: 采购产品及服务范围

Attached list 2: Acceptance standards and methodologies
附件 2:验收标准和方法