

CONTRACT

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No. 编号 : BMI2021031501

Date 签约日期 : 2021.03.15

Place 签约地点 : Beijing 中国北京

The Buyers 买方: Beijing Motivation International Logistics Co.,Ltd

北京动力无限国际物流有限公司

Address 地址: Room2105,Jingdu hotel, Jiuxianqiao road, Chaoyang District, Beijing 100015, China

Tel 电话: +86 10 52078210

The Sellers 卖方: 株式会社 KIZNAJAPAN

Address 地址: 本社: 〒261-8501

千葉市美浜区中瀬 1-3 幕張テクノガーデン CB 棟 3 階 MBP

This Contract is made by and between the Buyers and the Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under mentioned commodity according to the terms and conditions stipulated below:

上述买卖双方按照下列条款达成协议:

COMMODITY 商品:

序号 No.	项目 Commodity, Specification	数量 Quantity	单价(円) Unit Price	总价(円) Total Amount
1	全自動 軟水器	1	242,000	242,000
2	大型净水器	7	253000	1,771,000
3	業務用水素器 (大)	2	1,760,000	1,760,000
4	業務用水素器 (小)	2	440,000	440,000
5	碳酸制造器	2	463,000	463,000
6	オゾン 聚造器制造器	2	396,000	396,000
7	水素吸引器	6	352,000	352,000
8	ST-1	10	99,000	99,000
	Total Price (円) 总价 (日元)		TOTAL:	9,033,000
Discount: --1,433,000 円				
Total (after discount) : 7,600,000				
1RMB=16.5 円				
Total Price (RMB) 人民币: 460,606.06				

1. ORIGIN AND MANUFACTURER 原产地及制造商: JAPAN 日本

2. **PACKING 包装:**

To be packed in standard export packing. 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.

标准出口包装。如果由于不适当的包装而导致的货物损坏和由此产生的费用, 卖方应对此负完全的责任。

3. **SHIPPING MARK 唛头:**

The Sellers shall mark on each package with fadeless paint the package number, and the wordings: "KEEP AWAY FROM MOISTURE" "HANDLE WITH CARE" "THIS SIDE UP" etc. And the shipping mark: N/M

卖方应用不褪色的颜料在每个箱子外部刷上箱号, 并注明“防潮”、“小心轻放”、“此面向上”等, 唛头为:N/M

4. **TIME OF SHIPMENT 装运期: Before April 2021 2021 年 4 月前**

5. **PORT OF SHIPMENT 装运港: Tokyo**

6. **PORT OF DESTINATION 目的港: Beijing PR. China. 中国北京**

7. **INSURANCE 保险: Buyer shall cover the insurance of the goods. 买方负责安排货物的保险.**

8. **PAYMENT 付款: Prepaid 预付货款**

9. **DOCUMENTS 文件:**

- (1) Commercial Invoice in 2 originals indicating contract number and shipping mark, made out in details as per the relative Contract. 两份商业发票注明合同号、唛头, 并与有关合同相符。
- (2) Packing list in 2 originals issued by the manufacturers. 由制造厂家签发的装箱单一式两份。
- (3) Certificate of No Wooden Packing or Certificate of Fumigation. 非木包装声明或熏蒸证。
- (4) Other shipment document 其它发货文件。

10. **FORCE MAJEURE 不可抗力:**

The Seller shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit. The Seller shall advise the Buyer immediately of the occurrence mentioned above and within fourteen days thereafter, the Seller shall send by airmail to the Buyer for their acceptance a certificate of the accident issued by the Competent Government Authorities where the accident occurs as evidence thereof. Under such circumstances, the Seller, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 10 weeks, the Buyer shall have the right to cancel the Contract. 在制造过程中或装载过程中或运输过程中, 由于不可抗力所造成的迟发货或不发货, 卖方将不承担任何责任。卖方有责任在上述事件发生后立即通知买方上述不可抗力事件发生, 并在事件发生后 14 天内将事件发生所在地主管政府部门所签发的事件发生证明航寄给买方。即使上述事件发生, 卖方仍有责任采取一切措施尽快发货。一旦不可抗力事件持续超过 10 周, 买方有权解除本合同。

11. **ARBITRATION 仲裁:**

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to China International Economic and Trade Arbitration Commission in accordance with the commission's arbitration rules in effect at the time of applying for arbitration. The Arbitration shall take place in Beijing and the decision of the Arbitration Committee shall be final and binding upon both parties, neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision. Arbitration fee shall be borne by losing party. The Arbitration may also be settled in a third country mutually agreed upon by both parties. 所有与本合同执行有关的争议将通过友好协商的方式解决。一旦协商不能解决, 有关争议将提交给中国国际经济贸易仲裁委员会, 按照委员会的现行仲裁规则申请仲裁。有关仲裁将在北京进行, 仲裁委员会的仲裁是终局的, 对双方均有约束力。任何一方将不得寻找借口向其他法庭或其他机构提议修改本决定。败诉方将承担仲裁费用。在双方均同意的情况下, 仲裁可在第三国进行。

12. **OTHERS 其它:**

This contract signed in two copies, the seller holds one copy and the buyer hold one copy.

本合同经双方代表签字后生效, 一式二份, 双买方各执一份。

THE BUYERS 买方

Beijing Motivation International Logistics Co., Ltd
北京动力无限国际物流有限公司

THE SELLER 卖方

株式会社 KIZNAJAPAN