

销售合同 SALES CONTRACT



买方 Buyer Customer English Name Halton HongKong Company Limited 客户中文名称 Halton HongKong Company Limited 客户中文地址 香港九龍青山道682號，潮流工貿中心21樓5室Unit 2105 Trendy Centre, Customer English Address No. 682 Castle Peak Road,Kowloon,Hong Kong Tel: (852)2742 2699 FAX:	合同编号 Contract No.: FSO220391 POHHK2022-040 日期 Date: 10/21/22 项目名称 Project Name: 中文名称: English Name: Hong Kong Mariner's Club
卖方 Seller Halton Ventilation (Shanghai) Co., Ltd. 浩盾通风设备(上海)有限公司 上海市浦东新区临港新城新元南路600号10号厂房 No.10 Block, No.600 South Xinyuan Road,Pudong Tel: +86(0)21-58684388 FAX: +86(0)21-58684568	货币代码 Currency Code: USD US Dollar 交货时间 Delivery Date: 12/01/22 中文描述: 工厂交货 English Description: EXWORK LinGang Shanghai.

合同条款 Terms & Conditions:

1.合同价款 Price:	人民币价格包含13%增值税,外币价格增值税为0; RMB price includes 13% VAT ; for foreign currency price, the VAT is zero.
2.付款方式 Payment Terms:	D30 发货后30天内付款 TT 30D
3.卖方帐号 Bank Account:	公司名称: 浩盾通风设备(上海)有限公司 Halton Ventilation (Shanghai) Co.,Ltd 银行名称: 中国工商银行股份有限公司上海自贸区试验区新片区分行 Industrial and Commercial Bank Of China Shanghai pilot free Trade zone new area branch 上海市临港新城新元南路 555 号 NO.555 South Xinyuan Rd, Lingang New City, Shanghai, PRC 人民币账号(CNY general account number) : 1001727319300007653 美元账号(USD current account number) : 1001727309140005346 欧元账号(EUR current account number) : 1001727309380005579 SWIFT CODE: ICBKCNBSHI
4.技术标准及要求 Technical Specifications:	依照买方确认的图纸为准。As per drawings confirmed by the Buyer.
5.交货方式 Delivery Terms:	EXW 工厂交货 EXWORK LinGang Shanghai.
6.收货 Receipt of goods:	买方在收到设备后有验货的责任，货到现场须进行数量及外观的验收。如发现设备外观破损或备件缺失，应在3天内以书面方式通知卖方，否则即认为验货合格。验货合格后参照7.2条款进行售后服务。The Buyer is obliged to check the equipment after receipt. Upon its arrival, quantity and outlook of the equipment must be checked. In case of any damage to the equipment or missing of spare parts,the Buyer shall inform the Seller in writing within 3 days after its receipt.Otherwise, it shall be deemed that the Buyer has accepted the equipment. After sales service shall be provided as per Article 7.2 after the equipment is accepted.
7.售后服务 After-sales services:	7.1保修期：调试完成之日起一年，但最长不超过设备发货之日起一年半。 Warranty: One year after commisioning, but maximum 1.5 years from the date of disptach. 7.2由于非设备本身质量问题而造成的丢失及损坏不在保修范围 Warranty does not cover damage or loss due to other reasons than quality problems of the equipment. 7.3卖方提供一次（一天）免费安装指导，买方在要求卖方进行安装指导前须提前一周通知卖方并签署卖方提供的现场条件确认单。如卖方指导人员到现场后因现场条件未符合确认单要求而无法进行安装指导，而导致需卖方再次安装指导的须额外付费。The Seller will provide one (one day)installation guidance at its own expenses. The Buyer shall give the Seller one week's notice and sign a letter provided by the Seller to confirm that conditions on site are good for installation if such installation guidance is requested. In case representatives from the Seller find it impossible to provide installation guidance due to the fact that the site conditions are not good for installation, then the Buyer shall be subject to a service charge if it requests such guidance again. 7.4卖方提供一次免费调试，买方在要求卖方进行调试前须提前一周通知卖方并签署卖方提供的调试条件确认单。如卖方指导人员到现场后因现场条件未符合确认单要求而无法进行调试，而导致需卖方再次调试的须额外付费。The Seller will provide one commissioning service at its own expenses. The Buyer shall give the Seller one week notice and sign a letter provided by the Seller to confirm that conditions on site are good for comissioning if such commission services are requested. In case representatives from the Seller find it impossible to provide the services due to the fact that the site conditions are not good for them, then the Buyer shall be subject to a service charge if it requests such services again.

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7.售后服务 After-sales services:	7.5调试后，买方需卖方提供使用培训的，将额外收取费用。Where the Buyer requests training from the Seller after commissioning, a separate charge will apply.
8.违约条款 Breach of Contract:	8.1卖方无法在合同规定的交货之日内交付货物视为延迟交货，每逾期一周按合同总价的0.2%向买方支付违约金，但违约金总额不超过合同总额的2%。Failure to deliver by the date as defined herein shall be deemed as delay in delivery and thus subject to a penalty of 0.2% of the contract value for each day delayed. However, the total penalty shall not exceed 2% of the contract value. 8.2买方无法在合同规定的交货之日起3个月内提货，每逾期一周按合同总价的0.2%向卖方支付仓储费，Failure for the Buyer to take delivery within 3 months after the date of delivery as defined herein shall be subject to a weekly warehousing charge of 0.2% of the contract value after the above three-month period. However, total amount of the charge shall not be more than 2% of the contract value. Upon expiry of the 3-month period, the equipment shall be deemed as have accepted by the Buyer and warranty period shall start automatically.
9.法律与争议解决 Governing Law & Settlement Disputes:	合同的订立、履行、解释等均受中华人民共和国法律管辖。Conclusion, performance and interpretation of this Contract shall be governed by the laws of the People's Republic of China. 任何关于本合同的争议，双方应通过友好协商加以解决。如协商不能达成协议，双方均有权向卖方所在地人民法院提起诉讼。Any disputes arising out of this Contract shall be settled through mutual friendly consultations. Any unsolved disputes shall be brought to the People's Court whose jurisdiction covers the area where the Seller is domiciled.
10.其它 Others:	本合同一式两份，具有同等效力，买卖双方各执一份。This Contract is executed in 2 originals with equal legal effectiveness with each party holding one. 必须履行清关手续并退回报关单退税联，否则我们将收取34%的退税损失 Custom clearance formality has to be completed and custom documents need to be returned to us, otherwise we will charge you additional 34% as tax refund loss

编号 ITEM SN	型号 Model	样式 Description	代码 Detail Code	尺寸1 Dimension(mm) (L)*(W)*(H)	尺寸2 Dimension(mm) (L)*(W)*(H)	数量 Quantity	单位 UOM	单价 Unit Price	合计 Total Price
1	UVI	CLK-34	UV捕射送风烟罩						
			UV Exhaust Hood with Capture Jet						
			Halton KSA 过滤油网 Halton KSA Filter						
			LED 筒灯 LED Spot Light						
			UV盒&控制面板 UV Cassette & Control Panel						
			UVI	1350X1350X400/55		1	SET	4,125.00	4,125.00
			M1	1350X1350X400/55		1	PIECE		
SUB-TOTAL:								4,125.00	
2	UVI	CLK-36	UV捕射送风烟罩						
			UV Exhaust Hood with Capture Jet						
			Halton KSA 过滤油网 Halton KSA Filter						
			LED 筒灯 LED Spot Light						
			UV盒&控制面板 UV Cassette & Control Panel						
			UVI	1700X1300X400/55		1	SET	4,392.00	4,392.00
			M1	1700X1300X400/55		1	PIECE		
SUB-TOTAL:								4,392.00	
3	UVI-M	CLK-48	UV捕射送风烟罩						
			UV Exhaust Hood with Capture Jet						
			双排 Halton KSA 过滤油网 Halton KSA Filter (V-bank)						
			LED 筒灯 LED Spot Light						
			UV盒&控制面板 UV Cassette & Control Panel						
			UVI-M	5000X1700X555		1	SET	13,628.00	13,628.00

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3	UVI-M	CLK-48	M1	1800X1700X555		1	PIECE		
			M2	1800X1700X555		1	PIECE		
			M3	1400X1700X555		1	PIECE		
SUB-TOTAL:								13,628.00	
4	ASL-PREPIP	FOR CLK-48	Ansul R102 Fire Suppression Prepiping						
			ASL-PREPIP			1	SET	3,291.00	3,291.00
			FOR CLK-48			1	PIECE		
SUB-TOTAL:								3,291.00	
ORIGINAL AMOUNT:								66,185.14	
DISCOUNT OFFERED:								40,749.14	
TOTAL AMOUNT:								25,436.00	

备注 Remarks:

买方 Buyer:中文名称 Halton HongKong Company Limited
Halton HongKong Company Limited
日期 Date:

卖方 Seller: 浩盾通风设备(上海)有限公司
Halton Ventilation (Shanghai) Co., Ltd.
日期 Date: