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PROCUREMENT CONTRACT FOR EQUIPMENTS

设备采购合同

Contract No: HNGF/QTXT-02—subcontract 01

合同编号: HNGF/QTXT-02—subcontract 01

Date: 15-03-2011

日期: 2011年3月15日

Place: Heyuan, Guangdong, P.R. of China

地点: 中国广东省河源市

The Buyer:

买方: 广东汉能光伏有限公司

Guangdong Hanergy Solar PV Co., Ltd.

The Seller:

卖方:

ATTO Co., Ltd.

Add. : South of Gaoxin 5 Road and East of Xingye Avenue, Hi-tech Development Zone, Heyuan City, Guangdong Province, P. R. of China 517000

Add.: 33 Jije-dong, Pyeongtaek-city Gyeonggi-do, Republic of Korea

地址: 中国广东省河源市高新区高新五路兴业大道, 河源, 广东 517000

地址: 33 Jije-dong, Pyeongtaek-city Gyeonggi-do, Republic of Korea

Tel.: 0086-762-3608218

Tel. : 82-31-496-7513

Fax: 0086-762-3608668

Fax : 82-31-499-3596

This Contract is made by and between the Buyer and the Seller whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodity according to the terms and conditions stipulated below:

本合同由买卖双方订立,根据本合同规定的条款,买卖双方自愿达成以下交易:

1. Commodity and Specifications:

商品名称、规格：

No.	Item	Specification	Num	Unit	Price USD	Sum USD
—	BSGS/GC (Apollo)					
1	SiH4 Rack	1 ISO 40' + 1 ISO40'	1	Set	70,000	70,000
2	20%GeH4/H2	2 MCP + 2 MCP	1	Set	54,000	54,000
3	20% PH3/H2	1Y + 1Y	1	Set	54,000	54,000
4	CH4 Cabinet	2 Cyl bundle + 2 Cyl bundle	1	Set	92,200	92,200
5	3%TMB/SiH4 Rack	1CY + 1CY	1	Set	56,000	56,000
—	VDB/VMB (Apollo)					
6	SiH4 VMB	1/2" inlet, 1/4" Outlet x 7stick	6	Set	24,300	145,800
7	3%TMB/SiH4 VMB	3/8" inlet, 1/4" Outlet x 7stick	6	Set	24,300	145,800
8	20%GeH4/H2 VMB	3/8" inlet, 1/4" Outlet x 7stick	6	Set	21,500	129,000
9	20%PH3/H2 VMB	3/8" inlet, 1/4" Outlet x 7stick	6	Set	21,500	129,000
10	CH4 VMB	3/4" inlet, 3/8" Outlet x 7stick	6	Set	28,500	171,000
11	H2 VMB	3/4" inlet, 3/8" Outlet x 7stick	6	Set	28,500	171,000
	Apollo Sub Total of — & —					1,217,800
—	BSGS/GC (Oerlikon)					
1	CH4 Cabinet	2 Cyl bundle + 2 Cyl bundle	1	Set	74,400	74,400
2	NF3 BSGS	1 ISO 40' + 1 ISO40'	2	Set	127,700	255,400
3	2%TMB/H2 BSGS	1 Y ton + 1 Y ton	1	Set	53,600	53,600
4	0.5%PH3/H2 BSGS	1 Y ton + 1 Y ton	1	Set	54,000	54,000
5	CO2 Rack with temperature control	1 CY + 1 CY	1	Set	71,700	71,700
6	2%B2H6/H2 Cabinet	1 Y ton + 1 Y ton	1	Set	55,500	55,500
7	SiH4 Rack	1 ISO 40' + 1 ISO40'	1	Set	70,000	70,000
—	VDB/VMB (Oerlikon)					
1	H2 VDB	2" inlet, 1 1/2" Outlet x 2 Stick,	1	Set	39,200	39,200
2	SiH4 VDB	1/2" inlet, 1/2" Outlet x 2 Stick,	1	Set	19,200	19,200
3	CH4 VDB	3/4" inlet, 3/4" Outlet x 2 Stick,	1	Set	25,600	25,600

No.	Item	Specification	Num	Unit	Price USD	Sum USD
4	NF3 VDB	2" inlet, 1 1/2" Outlet x 2 Stick,	1	Set	39,200	39,200
5	2%TMB/H2 VDB	1/2" inlet, 1/2" Outlet x 2 Stick,	1	Set	16,400	16,400
6	0.5%PH3/H2 VDB	1/2" inlet, 1/2" Outlet x 2 Stick,	1	Set	16,400	16,400
7	CO2 VDP	1" inlet, 3/4" Outlet x 2 Stick,	1	Set	26,400	26,400
8	2%B2H6/H2 VDB	3/8" inlet, 3/8" Outlet x 2 Stick,	1	Set	16,400	16,400
9	H2 VMB	3/8" inlet, 1/4" Outlet x 7stick	2	Set	21,500	43,000
10	H2 VMB	1 1/2" inlet, 3/4" Outlet x 6stick	2	Set	56,100	112,200
11	SiH4 VMB	1/2" inlet, 1/4" Outlet x 6stick	2	Set	21,600	43,200
12	CH4 VMB	3/4" inlet, 3/8" Outlet x 6stick	2	Set	25,800	51,600
13	NF3 VMB	1 1/2" inlet, 3/4" Outlet x 6stick	2	Set	56,100	112,200
14	2%TMB/H2 VMB	1/2" inlet, 3/8" Outlet x 6stick	2	Set	23,000	46,000
15	0.5%PH3/H2 VMB	1/2" inlet, 3/8" Outlet x 6stick	2	Set	23,000	46,000
16	2%B2H6/H2 VMB	3/8" inlet, 1/4" Outlet x 7stick	2	Set	21,500	43,000
17	CO2 VMP	3/4" inlet, 3/8" Outlet x 6stick	2	Set	25,800	51,600
18	Oerlikon Sub Total of 一 & 二					1,382,200
	Total Price 总价					2,600,000

Note: The VDB and VMP which are used in Oerlikon's production line will be finally decided by the BUYER; if some items changed the total price will also be changed.

备注：表中Oerlikon产线的VDB、VMP将由买方根据实际情况待定；当发生改变时，本合同的总价将随着发生改变。

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If the buyer requests to change the quantity mentioned above, the unit price shall be consistent with the price mention above (including all the service fee and relative expenses and Tax, if any). All the change in the scope of supply shall be subject to the buyer's written notice (the buyer shall inform the seller 60 days before and if they require to decrease the quantity). The seller shall have no reason to change the standards specified in the contract except for the buyer's written agreement.

如因项目需要，买方要求增加或减少设备数量的，设备单体价格将以相应的上述单价（含一切服务费及相关税杂费）在合同价中进行结算。以买方的书面函件为准（减少设备数量的买方将提前60日通知）。除非买方书面同意，卖方不得以任何理由降低合同约定的设计标准和质量标准

The unit price above shall be firm and remain unchanged (except for the Force Majeure mentioned in 14) during the execution of the Contract.

The price includes (1) design, manufacturing, packing, commissioning, transportation, training, assistant to customs clearance and the related insurance cost, tools, transportation, food and accommodation and all expenses of the personnel dispatched by the seller and incurred before the final acceptance for use; (2) all expenses for performing the quality assurance;

本合同履行期间，上述设备单价，在规格保持不变的情况下，不因各种因素（不可抗力除外）而调整。

以上价格包括（1）设备设计、制造、包装、运输、协助清关、指导安装、调试、保险、工具、卖方所派的人员、交通、食宿、加班及验收合格交付使用前的一切费用；（2）因履行设备质量保证而发生的相关费用；

All goods will be delivered CIF to Hong Kong or Shenzhen.

所有货物价格CIF至（香港或深圳）

The trading terms in this contract subjects to INCOTERM 2000.

本合同中涉及到的贸易术语遵从INCOTERM2000版的规定。

2. Country of Origin and Manufacturer: ATTO Co., Ltd. Republic of Korea

生产国别和制造厂商：

制造厂商：ATTO Co., Ltd. 生产国别：韩国

3. Time of Shipment at Korea :

在韩国的装运期限：

The shipping date of Apollo tools before 13 April by Air shipment

第一批Apollo设备装运期在4月13日前，通过航空运输；

The shipping date of Oerlikon tools in July by Ocean shipment. The Buyer will inform the Seller in April.

第二批Oerlikon设备装运期在7月(具体时间买方将于4月通知卖方), 通过海运。买方应于2011年4月通知Oerlikon设备交付需求。

The Seller agrees to the requirement advocate by buyer that Apollo facility will be shipped by 2 times. The detailed shipment schedule is to be confirmed.

卖方同意为了适应买方的工期要求, 第一批Apollo设备将分两个批次交货, 具体拆分方法待定。

4. Port of Shipment: Incheon Airport or Busan Seaport

装运口岸: 韩国仁川机场或釜山港口

5. Port of Destination: Hong Kong or Shenzhen

到货口岸:香港或深圳

6. Insurance: To be covered by seller, covering 110% of the goods value

保险:由卖方承担, 按合同总金额的110%投保

7. Packing:

包装:

The Seller shall have the Contract Goods packed strongly and shall take measure to protect the Contract Goods from moisture, rust, shock and rough handing, etc. as well as long-distance transportation and to ensure the safe arrival of the Goods at the Contract site without any damage.

卖方应提供货物运至合同规定的最终目的地所需的适合长途运输的包装, 以防止货物在装运中损坏, 这类包装应采取防潮、防震、防锈、防野蛮装卸及其它损坏的必要保护措施。

Import from Korea, the equipment shall either be packed in non-wooden materials or come along with a Government fumigation certificate for certifying that the wooden packing has been appropriately treated to meet the requirement set-forth by the Commercial Inspection Bureau of China for importing materials into P.R.China.

货物从韩国进口, 应当采用非木质包装或有由相关政府机构开出熏蒸证明的木质包装, 以满足中国商检部门的需要。

In the event that if the equipment is packed in non-wooden materials, the Supplier shall provide the Purchase a certificate stipulating that the packing is not pack with wooden materials.

如设备采用无木质包装，卖方应当同时向买方提供无木质包装证明。

8. Shipping Mark:

唛头: Hanergy-ATTO

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9. Terms of Payment:

付款条件:

9.1 The buyer shall remit the advance payment 20% of the contract value to the seller after receiving the bank guarantee of the advance payment 20% of the contract value by the seller within 10 days of an advance payment guarantee in favor of the buyer. Refer to appendix 3 for the specimen of the guaranteee.

在买方收到卖方提交的、以买方为受益人的、金额为合同金额20%的预付款保函后10天内，买方向卖方指定账户汇款合同金额的20%。保函格式见合同附件3。

According to clause 3 of this contract, the payment shall be paid separately.

根据本合同第3项条款分批的交货计划，付款亦分批支付。

9.2 An irrevocable L/C amounting 70% of the shipping value in favor of the seller should be established by the buyer 15 days prior to the shipment day by the seller, under which, 在卖方将设备装运前的15天前，买方向卖方开出该批设备合同款的70%的L/C。

9.2.1 20% of the shipping value would be paid under the L/C against the reception of packing list, B/L or AWB, official invoice, insurance policy presented by the seller to the buyer;

当买方收到卖方提供的装箱单、海运或空运提货单、发票、保险单后，买方通过其开出的L/C向卖方支付该批设备合同款的20%款项；

9.2.2 30% of the shipping value would be paid under the L/C against the reception of the initial inspection certificate signed by the buyer after the arrival of the goods to the buyer's site;

当货到买方场地由买方对货物进行初验合格后，买方通过其开出的L/C向卖方支付该批设备合同款的30%款项。

9.2.3 20% of the shipping value would be paid under the L/C against the completion of installation, adjustment, acceptance test performed by the seller's partner Guangzhou Pearl River Industrial Gases Co. Ltd., and / or any statutory acceptance test / examination / audit performed by the relevant governmental authority if required by law/ordinance in PRC.

卖方供应的设备在买方场地经卖方的合作伙伴LINDE（广州珠江气体工业有限公司）进行安装、调试、运行验收（必要时须经河源市技术监督局的验收）合格后，卖方向银行提交终验合格证书等文件办理议付，买方通过上述LC支付该批设备合同款的20%。

9.3 10% of the shipping value would be paid via T/T in 10 days by the buyer to the account designated by the seller when the buyer's reception of a warranty security issued by a bank amounting 10% of the shipping value. The bank guarantee could be returned only after the end of the warranty period stipulated in the contract. Refer to appendix 4 for the specimen of the guarantee.

卖方向买方开具由银行开出该批设备合同款的10%质保函后10天内，买方通过电汇的方式向卖方的指定账户汇出该批设备合同款10%款项，该质保函只有在质保期结束后才能由买方向卖方退回。保函格式见合同附件4。

10. Terms of Shipment: CIF

装运: CIF 条款

The Seller shall be responsible for booking shipping space and arranging the shipment and shall pay for the freight, so as to ensure that Goods will be delivered according to the time scheduled stipulated in Contract.

卖方应负责安排仓位、货物的运输并承担运费及保险，以确保按照合同规定的交货期交货。

11. Shipping Advice:

装运通知:

Immediately after the goods have been shipped/dispatched, by ocean or airway, the Sellers shall notify the Buyers ASAP and no later than 1 day by Fax the Contract number, name of goods, quantity, weight, total value, name and sailing date of carrying vessel and port of destination.

每批货物装运后，不管海运/空运，卖方须在1天内尽快传真通知买方合同号、货名、数量、重量、总价、船名、开船(车)日期和目的口岸。

12. Guarantee of Quality:

质量保证：

12.1 The seller should guarantee that the equipments under the contract (including but not limited to the equipment, not produced by the seller, but sold to the buyer) are new products, without any defect in raw materials, design and manufacture, and all of them meets the requirements of specifications, technical parameters and quantity specified by the appendix. The seller should guarantee that the equipments will perform satisfactorily during the warranty period as long as the equipments are properly installed, used and maintained. If following the instructions to use properly, the seller should guarantee to offer 24-month warranty period for the equipments ("Warranty Period"), starting from the date on which the equipments are commissioned successfully; however the warranty of period should never be longer than 29 months after all equipments arrive, except for the normal wear and tear and corrosion. Unless otherwise specified in the contract or the stipulations in the laws and regulations, the seller shall make no any other statements or guarantees for the equipments under the contract, whichever it is expressed or implied.

卖方保证本合同项下的设备（包括但不限于非卖方生产但系卖方出售给买方的设备）为全新产品并在原料、设计和制造上无任何缺陷，并全部符合所有附件所述的设备规格、技术参数、数量的规定。卖方应保证其提供的标的物在正确安装，正常使用和保养条件下，在其标称的使用寿命期内应具有满意的性能。在按说明书正确使用的情况下，卖方应保证为设备提供为期 24 个月的质量保证期（“质保期”），自设备试车合格之日起算，但质量保证期最长不超过全部设备到货之日起 29 个月，正常磨损和腐蚀除外。除本合同另有规定或法律法规有明确规定外，卖方不对本合同项下的设备作任何其他明示或默示的声明或保证。

12.2 The warranty period will expire immediately upon the occurrence of such repair or replacement as those performed by the buyer or any 3rd party without prior written notice issued by the seller during the warranty period.

在保证期限内、如果买方或任何第三方未经卖方事先书面同意而对设备进行了维修或更换了设备的任何部件，则保证期限应于该等维修/更换发生时立即结束。

12.3 During the warranty period, the seller should be responsible for any deficiency or failure arising from defects in the design, manufacturing workmanship or materials, as well as the



associated services. For any quality problem in the warranty period, the seller's representative (including not limited to the on-site service personnel) should reach the site within 6 hours to repair free of charge after receiving the maintenance notice from the buyer.

质保期内，卖方应对由于设计、制造工艺或材料的缺陷及伴随服务而造成的任何不足或故障负责。对质保期内出现的质量问题，在收到买方维修通知后，卖方的服务人员（不限于驻厂服务人员）应在 6 小时内到现场，并进行免费维修。

12.4 The seller is liable for his breaching of the contract when the seller is unable to perform or properly perform his obligation under the contract even his failure to do after the written notification issued by the buyer. The buyer may be compensated through the performance bond.

卖方不履行或不适当履行维修义务，经过书面催告后仍不履行或不适当履行的，买方可追究卖方的违约责任，向出具质量保函的保证人索偿。

12.6 After the warranty expires, the seller's representative (i.e. the on-site service personnel from the seller's business agent) should arrive at the buyer's site within 24 hours and perform maintenance task upon the breakdown notice issued by the buyer. The expenses incurred will be negotiated then by the two parties, not being limited to the on-site service personnel.

质保期满后，卖方的服务人员（如来自于卖方代理商的服务人员）收到买方故障通知，保证在接到通知 24 小时内赶到现场，给予维修，所发生的费用双方协商（不限于驻厂服务人员）。

12.7 The fittings and spare parts for maintenance and repair will be sold at favorable market price by the seller to buyer when the warranty ends.

质保期满后卖方将以市场优惠价格向买方提供维修所需零配件。

After the expiration of the quality guarantee, the seller should be responsible for the repair or compensation free of charge, if deficiencies (i.e. the equipments are found not in conformity with the stipulations of Appendix 1 and 2) are detected even if equipments are in the normal circumstance.

质量保证期满后，如出现缺陷（发现与附件 1 和附件 2 内容不一致的），即使当这些设备处于正常状态，卖方仍应免费进行修理或调换。

12.8 The buyer is responsible to make necessary preparation for the seller (not limited to the on-site service personnel) to be able to perform or properly perform the seller's obligation during the warranty and the period of this Contract.

在本合同期间和本合同质量保证期间，买方有责任为卖方（包括但不限于现场服务人员）提供必要准备条件，以方便卖方履行或者恰当履行合同义务。

12.9 The seller should deliver full set of technical material and documentation when he 1st lot of the delivery of goods, including equipments or components, stipulated in the clause 1 of the contract is affected. The technical material and documentation must be in English or Chinese and in 3 sets of paper hard copies of 2 sets of electronic soft copies. In the meantime, the seller shall provide, together with the equipment, with special tools in the need of installation and maintenance for in time and prompt installation.

卖方应该在本合同第一项“商品名称、规格”中的物品（含设备或部件）发货时，交付全套技术资料和文件（含纸质版的文件3套和电子版2套），资料和文件必须是英文或中文版本。同时，卖方应该提供设备安装和维修所需的专用工具等并随机发货以便能够及时顺利安装。

12.10 The seller shall train the engineers dispatched by the buyer and the seller's co-operative partner Guangzhou Pearl River Industrial Gases Co., Ltd. on site so that the trainees may understand and skillfully operate the equipment supplied by the seller. The contents of training include working principles, equipment structure, operation manual and basic maintenance.

卖方应该在买方的现场培训买方和卖方的合作伙伴Linde的有关工程师，使他们了解并熟练操作卖方提供给买方的设备。培训包括以下内容：卖方提供给买方的设备的工作原理、设备结构、操作指导书、基本的维护保养操作等。

13. Third party's rights

第三方权利

13.1 The Seller should guarantee that, the buyer is free from third party's litigation, which arises from patent rights or brand name with regard to the machinery or equipment supplied by Seller.

卖方应保证买方在使用设备或其任何一部分时免受第三方提出的侵犯其专利权、商标权或工业设计权的起诉。

13.2 The Seller should guarantee that, the buyer immune from third party's claims regarding to the Seller's engineering and the technical appendix under the Contract.

卖方保证第三方不就设备及附属技术资料向买方主张其他权利。

14. Claims:

索赔



14.1 If, during the period of delivery, installation, commissioning or use, the specification, quality and/or quantity be found not in conformity with the stipulations of Contract (Appendix 1 and Appendix 2); or during the warranty period, the specification, quality and/or quantity be found not in conformity with the stipulations of Contract (Appendix 1 and Appendix 2); or during the warranty period, deficiencies are detected (refer to Appendix 1 and Appendix 2) (including improper material used), the buyer is entitled to claim for repair, replacement or compensation with testing report based on national/industrial standards or the Inspection Certificate issued by the Chinese Commodity Inspection Bureau. The seller shall maintain or replace the relative equipments included in the spare part list (Appendix 5) for free in 2 to 5 days and the seller shall maintain or replace as soon as possible the equipments which are not related to the spare part list (Appendix 5) when the claims are received. If the seller fails to make remedy in 5 days after receiving the claims, the buyer shall take necessary measures and all the relevant expenses (such as inspection charge, freight and returning the goods and for sending the replacement, insurance premium, storage and unloading charges, etc.) shall be borne by the Seller. During maintaining or replacement by the seller, the buyer shall make every effort to support all (including not limited to gas supply, power supply, etc.) the seller requests.

在设备交货、安装、调试及使用过程中如发现货物品质、规格或数量与合同规定(附件1和附件2)不符时；或者在质量保证期限内，如发现设备品质、规格及数量与合同规定(附件1和附件2)不符时，或者在质量保证期限内发现缺陷（参照附件1和附件2），（包括潜在缺陷或使用不符合要求的材料）等时，买方有权根据按中国商品检验局出具的资料向卖方要求换货或索赔，卖方在收到买方索赔通知后2-5天内应免费维修或更换包括Spare Parts（附件5）在内的货物。如果卖方在收到通知后5天内维修或更换失败，买方可采取必要的补救措施，由此发生的一切费用(包括检验费、退货及换货运费、保险费、仓储费及装卸费等)由卖方负担。在卖方的维修或更换期限中，买方应按卖方要求的事项提供最大的协助。

14.2 If the buyer fails in payment as schedule, the buyer should be obliged for a penalty of the delayed date. The buyer shall pay to the seller for each day of delay a penalty amounting 0.1% of the due and unpaid value of the Contract. The total amount of the penalty shall not, however, exceed 5% of the total unpaid value of the Contract. In case the period of delay exceeds 1 month after the stipulate delayed date, the seller shall have the right to terminate this Contract and to claim to the buyer for the loss resulted in the termination of the Contract.

如买方不能按期付款，则买方应向卖方支付该延迟期间的罚金，每延迟一天，罚金按应付未付款项的 0.1%计算。此项罚款累计金额不超过未付款项的 5%。如果付款延迟一个月以上，则卖方有权终止合同，并有权向买方主张因终止合同而蒙受的损失。



14.3 If the equipment is found in conformity with the specification stipulated in the contract, the buyer should claim in writing to the seller during the warranty period, the seller should repair or replace the equipment or component of equipment on the seller's account until the specification stipulated in the appendix is met. If the seller fails to repair or replace only in case of the problem of the seller's equipment not but any other matters, the buyer is entitled to repair or replace within 24 hours after the breakdown, the occurred expenses should be afforded by the seller. In the meantime the buyer has the right to claim to the seller for the direct loss resulted in the quality failure of equipment.

如设备不符合附件所述的规格，买方应在质保期限内以书面方式向卖方提出索赔，卖方应自行承担费用对设备或设备的部件进行修理或更换，直至设备符合附件所述的规格要求。仅因为卖方设备问题而非其它原因，卖方未能在合理的时间对需要修理或更换的设备或设备的部件进行修理或更换，买方有权自行或请第三方在设备故障发生后24小时内对设备或设备的部件进行修理或更换，相关费用由卖方承担。同时，买方有权对设备质量问题给买方带来的直接损失，提出索赔。

15. Force Majeure:

不可抗力：

The Seller shall not be held responsible for delay in shipment or non-delivery of the Contract Goods due to Force Majeure such as war, serious fire, flood, typhoon, earthquake acts of civil or military authorities, strike of the shipping company or insurance company, unavailability of raw materials, riot or other cases, which are agreed upon by both parties as the cases of Force Majeure. The Seller shall advise the Buyer immediately of the occurrence mentioned above and within 14 days thereafter, the Seller shall send by air mail to the Buyer for their acceptance a certificate of the accident issued by the competent government authorities at the place, if possible to get the certificate letter from the competent government, where the accident occurs as evidence thereof. Under such circumstances, the Seller, however, is still under the obligation to take all necessary measures to hasten the delivery of the Contract Goods. In case the accident lasts for more than 10 weeks, the Buyer shall have the right to cancel the Contract.

由于不可抗力（如战争，严重火灾，水灾，台风，地震和其它双方认定的人力不可抗事故），导致卖方交货延迟或不能交货的，责任不在卖方。但卖方应立即将事故通知买方，并于事故发生十四天内将事故发生地政府主管机关出具的事故证明书用空邮寄交买方为证，并取得买方认可。在上述情况下，卖方仍有采取一切必要措施从速交货的责任。如果事故持续超过10个星期，买方有权撤销本合同。

16. Late Delivery and Penalty:

延迟交货和罚款

16.1 If the seller cannot deliver goods as scheduled (deliver to the port of destination of the buyer), except for force majeure, the buyer may agree to postpone the time of delivery; however the seller should agree that the buyer shall have the right to deduct the overdue fine when the paying bank pays payment for goods. The total overdue fine shall not exceed 5% of the total value of the goods delivered overdue. The rate of overdue fine shall be calculated by 0.1 % each day. If for the reasons attributed to the seller (except for force majeure), the seller still cannot deliver the goods one month later than the date as provided in Clause 3 of the contract, the buyer shall have the right to terminate this contact, whereas the seller should still pay the overdue fine and doubly repay the proceeds paid by the buyer already for the undelivered lots of goods to the buyer promptly.

卖方不能按合约规定到货日期期限交货（指定港口交货）除不可抗力原因外，买方可同意推迟交货期，但卖方须同意付款银行在支付货款时，买方有权扣除逾期违约金。该项逾期违约金总额不超过迟交货物总值的5%，违约金比例按每1天0.1%/天计算。如因卖方原因(除不可抗力原因外)，超过本合同第3条中约定的到货日期一个月后，卖方仍不能交货，则买方有权终止合约，而卖方应立即将买方就该批未交付货物所支付的款项双倍返还给买方，并仍须立即付给买方上述逾期违约金。

16.2 The seller has the right to raise claim on the direct loss for compensation due to the delay of installation and commissioning resulted from reasons attributable to the buyer during the performance of the contract.

在履行合同中，如果由于买方原因导致本合同项下设备安装、调试进度延误，导致验收日期延误，卖方应就买方因此遭受的直接损失进行赔偿。

16.3 When in testing and commissioning, if the seller is unable to meet the quality standards stipulated in the contract (Appendix 1 and 2), the seller, shall immediately alter, repair and change for free in 5 days. If the seller postpones fulfilling such obligation, the seller shall be liable for a penalty of 0.1% of the total contract value per day. If the problem is not resolved in 15 days, the buyer has the right to reject the goods delivered unconditionally and the proceeds paid shall be returned, and all of the expenses occurred should be on the seller's account and the seller should be liable for 20% of the returned goods value as penalty.

卖方货物验收时无法达到合同要求的质量标准(附件1和附件 2)，卖方立即进行无偿改造、维修和更换，卖方应5天内完成改造、维修和更换，每逾期一天，按合同总价0.1%承担违约金。如15日内仍无法解决问题，卖方

无条件接受退货，并退还相应已付货款，退货发生的所有相关费用全部由卖方承担，卖方并按产品总价的20%承担违约责任。

If the seller is late in rendering other service, including warranty liability, the seller should be liable for a penalty amounting to 0.1% of the total contract value.

卖方逾期提供其他服务（含履行保修责任）的，每逾期一天，按产品总价0.1%承担违约金。

All of the penalties and compensation for loss or other expenses shall be deducted against the proceeds by the buyer.

买方有权从应付给卖方的后续款项中扣除各种违约金、损失赔偿金或其他费用。

17. Arbitration:

仲裁

Any dispute, controversies or differences which may arise out of or in connection with the interpretation or performance of this Agreement that cannot be resolved by a mutually amicable arrangement between the parties hereto shall be finally settled according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the Rules in Chinese SHA. Arbitration proceedings shall be conducted in English language and shall take place in the country in which the defendant's principal place of business. The decision of the arbitration proceedings shall be final and binding upon both parties. Judgment on any arbitration decision may be entered in any court of competent jurisdiction. The arbitration fees should be paid by who fail the suit unless the Chamber has other decision.

有关本合同或执行本合同而发生的一切争执，应通过友好协商解决。如不能解决，则应申请中国国际经济贸易仲裁委员会根据该委员会规定的仲裁规则在中国上海进行仲裁。该仲裁程序需以英语为裁决语言，并在触犯条例者的国家，依据其法定商务条例进行裁决且该仲裁委员会做出的仲裁是最终的，买卖双方均应受其约束，任何一方不得向法院或其它机关申请变更。除仲裁委员会另有裁定外，仲裁费用由败诉一方负担。

18. Effectiveness of This Contract:

合同的生效：

18.1 This Contract shall come into effect upon the simultaneous validation of appendix 1 P&ID and appendix 2 only.

只有当附件1（设计P&ID）和附件2同时生效后，本合同才能生效。





18.2 Appendix 1 P&ID and appendix 2 might be valid only when they are signed jointly by the representatives of the 3 parties (The Buyer, the Seller and Linde) respectively.

附件1（设计P&ID）和附件2必须经三方(买方、卖方、Linde)代表签字后方可生效！

19. Miscellaneous:

This contract is written in English and Chinese. The Chinese version prevails when there are conflicts. The contract is made 12 copies, 2 original copies and 10 duplicated copies. The seller has 1 original copy and 1 duplicated copies and the buyer has 1 original copy and 9 duplicated copies. All the copies have identical legal effectiveness.

本合同用英文和中文书就，如有冲突，以中文本为准，本合同一式12份；正本二份；由买方和卖方各执一份为证；副本10份；买方持9份；卖方持1份。



The Buyer:
广东汉能光伏有限公司
Guangdong Hanergy Solar PV Co., Ltd.

Richard Kim
J. Gao
2011.03.15

The Seller:
ATTO Co., Ltd.

- Appendix 1: P&ID (设计P&ID) 的图纸
- Appendix 2: Components list 附件2: 设备零部件清单
- Appendix 3: Specimen of Advance Payment Bond 附件3: 预付款银行保函格式
- Appendix 4: Specimen of Performance Bond 附件4: 质量保函格式
- Appendix 5: Spare part list 附件5: 备品备件清单

J. Gao

J. Gao

CONTRACT

Contract No: HNGF/QTXT-02—subcontract 01

Date:

Place:

The Buyer:

Guangdong Hanergy

Add. :
China

Tel.: 0086-
Fax: 0086-

The Seller:

ATTO

Add.: 33 Jije-dong, Pyeongtaek-city
Gyeonggi-do, Republic of Korea

Tel. : 82-31-496-7513
Fax : 82-31-499-3596

This Contract is made by and between the Buyer and the Seller whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodity according to the terms and conditions stipulated below:

1. Commodity and Specifications:

	Item	Specification	Num	Unit	Price USD	Sum USD
—	BSGS/GC (Apollo)					
1	SiH4 BSGS	1 ISO 40' + 1 ISO40'	1	Set	70,000	70,000
2	20%GeH4/H2	2 Cyl bundle + 2 Cyl bundle	1	Set	54,000	54,000
3	20% PH3/H2	1Y + 1Y	1	Set	54,000	54,000
4	CH4 BSGS	2 Cyl bundle + 2 Cyl bundle	1	Set	74,400	74,400
5	3%TMB/SiH4	1CY + 1CY	1	Set	56,000	56,000
—	VDB/VMB (Apollo)					-
6	SiH4 VMB	1/2" inlet, 1/4" Outlet x 8stick	6	Set	24,300	145,800
7	3%TMB/SiH4 VMB	3/8" inlet, 1/4" Outlet x 8stick	6	Set	24,300	145,800

8	20%GeH4/H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	6	Set	21,500	129,000
9	20%PH3/H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	6	Set	21,500	129,000
10	CH4 VMB	3/4" inlet, 3/8" Outlet x 8stick	6	Set	28,500	171,000
11	H2 VMB	3/4" inlet, 3/8" Outlet x 8stick	6	Set	28,500	171,000
Sub Total						1,230,000
—	BSGS/GC (Oerikon)					
1	CH4 BSGS	2 Cyl bundle + 2 Cyl bundle	1	Set	92,200	92,200
2	NF3 BSGS	1 ISO 40' + 1 ISO40'	2	Set	127,700	255,400
3	2%TMB/H2 BSGS	1 Y ton + 1 Y ton	1	Set	54,000	53,600
4	0.5%PH3/H2 BSGS	1 Y ton + 1 Y ton	1	Set	54,000	54,000
5	CO2 BSGS with temperature control	1 CY + 1 CY	1	Set	71,700	71,700
6	2%B2H6/H2	1 Y ton + 1 Y ton	1	Set	55,500	55,500
7	SiH4 BSGS ep	1 ISO 40' + 1 ISO40'	1	Set	70000	70,000
—	VDB/VMB (Oerikon)					
1	H2 VDB	50A inlet, 40A Outlet x 2 Stick,	1	Set	39,200	39,200
2	SiH4 VDB	1" inlet, 3/4" Outlet x 2 Stick,	1	Set	19,200	19,200
3	CH4 VDB	1" inlet, 3/4" Outlet x 2 Stick,	1	Set	25,600	25,600
4	NF3 VDB	50A inlet, 40A Outlet x 2 Stick,	1	Set	39,200	39,200
5	2%TMB/H2 VDB	1/2" inlet, 1/2" Outlet x 2 Stick,	1	Set	16,400	16,400
6	0.5%PH3/H2 VDB	1/2" inlet, 1/2" Outlet x 2 Stick,	1	Set	16,400	16,400
7	CO2 VDP	1" inlet, 3/4" Outlet x 2 Stick,	1	Set	26,400	26,400
8	2%B2H6/H2 VDB	3/8" inlet, 3/8" Outlet x 2 Stick,	1	Set	16,400	16,400

9	H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	2	Set	21,500	43,000
10	H2 VMB	40A inlet, 3/4" Outlet x 6stick	2	Set	56,100	112,200
11	SiH4 VMB	3/4" inlet, 3/8" Outlet x 6stick	2	Set	21,600	43,200
12	CH4 VMB	3/4" inlet, 3/8" Outlet x 6stick	2	Set	25,800	51,600
13	NF3 VMB	40A inlet, 3/4" Outlet x 6stick	2	Set	56,100	112,200
14	2%TMB/H2 VMB	1/2" inlet, 3/8" Outlet x 6stick	2	Set	23,000	46,000
15	0.5%PH3/H2 VMB	1/2" inlet, 3/8" Outlet x 6stick	2	Set	23,000	46,000
16	2%B2H6/H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	2	Set	21,500	43,000
17	CO2 VMP	3/4" inlet, 3/8" Outlet x 6stick	2	Set	25,800	51,600
Sub Total						1,410,000
Grand Total						2,640,000

**The price includes commissioning/transportation cost.
All goods will be delivered CIF to China port.**

Price term subjects to incoterms 1990

2. Country of Origin and Manufacturer: ATTO Co., Ltd. Republic of Korea

3. Time of Shipment at Korea :

The shipping date of Apollo tools before 9 April by Air shipment

The shipping date of Oerikon tools before 1 November by Ocean shipment

4. Port of Shipment: Incheon Airport or Busan Seaport

5. Port of Destination: HK or GuangZhou or ShenZheng

6. Insurance: To be covered by seller, covering 110% of the goods value

7. Packing:

The Seller shall have the Contract Goods packed strongly and shall take measure to protect the Contract Goods from moisture, rust, shock and rough handing, etc. as

well as long-distance transportation and to ensure the safe arrival of the Goods at the Contract site without any damage.

If import from oversea in particular America, Japan and Korea, the equipment shall either be packed in non-wooden materials or come along with a Government fumigation certificate for certifying that the wooden packing has been appropriately treated to meet the requirement set-forth by the Commercial Inspection Bureau of China for importing materials into P.R.China.

In the event that if the equipment is packed in non-wooden materials, the Supplier shall provide the Purchase a certificate stipulating that the packing is not pack with wooden materials.

8. Shipping Mark:

9. Terms of Payment:

The Buyer shall open an irrevocable Letter of Credit (L/C) at sight 30 days prior to the date of delivery, through _____ bank covering the total contract value in favor of the seller available against presentation of the shipping documents stipulated in clause 10 hereof all the banking charges incurred in China shall be borne by the buyer, with all the banking charges incurred outside China shall be borne by the seller. The Letter of Credit shall be valid until the 15st day after the shipment is effected.

The Buyer should pay by T/T to the Seller 20% of contract value within 20 days of signing of the contract, and should open an irrevocable L/C at sight for 80% of the contract price in favor of the Seller within 30 days of signing the Contract, which shall be paid against the full set of shipping documents stipulated by Clause 10.. The L/C details (including format, contents and the Bank info, etc.) should be agreed in advance by both Parties.

10. Shipping Documents:

- (1) Three originals and two copies of full set of clean on board ocean bills of lading made out to order and blank endorsed. Marked "freight prepaid", "contract number" and "shipping marks";
- (2) Five original signed invoices, indicating contract number and shipping marks and issued by beneficiaries;
- (3) Three originals of Packing List;
- (4) Each of the certificates of quality and quantity and certificate of Origin in three originals by the manufacturer;

- (5) One duplicate copy of fax advice of shipment within 3 working days after shipment is made;
- (6) Three originals of insurance certificate covering 110% of invoice value against all risks and war risk;
- (7) Performance bond of 10% contract value in the form of a Bank Guarantee. Performance bond will remain in effect until the expiration of the quality guarantee (12 months from accepting the equipments or 18 months from the date of shipment whichever is earlier), the quality guarantee will be 18 months if the buyers' reasonable reason. Referred to appendix for the specimen.

11. Terms of Shipment:

The Seller shall be responsible for booking shipping space and arranging the shipment and shall pay for the freight, so as to ensure that Goods will be delivered according to the time scheduled stipulated in Contract.

12. Shipping Advice:

Immediately after the goods have been shipped/dispatched, the Sellers shall notify the Buyers ASAP and no later than 2 weeks by Fax the Contract number, name of goods, quantity, weight, total value, name and sailing date of carrying vessel and port of destination.

13. Guarantee of Quality:

The Seller guarantees that the Contract Goods hereof is made of the best materials with first class workmanship, brand new, unused and complies in all respects with quality, specification and performance stipulated in the Contract, the Technical Proposal and the agreed RFQ. The warranty period shall be 12 months counting from the date on which the Buyer, the End-user and the Seller sign the Certificate of Final Acceptance of Contract Goods but not later than 18 months from the bill of lading which ever occurs earlier. Notwithstanding the above stated, the Buyer or the End-user shall not postpone or neglect intentionally signing the Certificate of Final Acceptance of Contract.

14. Claims:

If, within 120 days after the arrival of the goods at destination, the specification, quality and/or quantity be found not in conformity with the stipulations of Contract expect those claims for which the insurance company or the shipping company are liable, the Buyers shall, on the basis of the Inspection Certificate issued by the Chinese Commodity Inspection Bureau, have the right to claim for replacement or compensation. In case of claim, all the relevant expenses (such as inspection charge, freight and returning the goods and for sending the replacement, insurance premium, storage and unloading charges, etc.) shall be borne by the Seller.

15. Force Majeure:

The Seller shall not be held responsible for delay in shipment or non-delivery of the Contract Goods due to Force Majeure such as war, serious fire, flood, typhoon, earthquake acts of civil or military authorities, strike of the shipping company or insurance company, unavailability of raw materials, riot or other cases, which are agreed upon by both parties as the cases of Force Majeure. The Seller shall advise the Buyer immediately of the occurrence mentioned above and within 14 days thereafter, the Seller shall send by air mail to the Buyer for their acceptance a certificate of the accident issued by the competent government authorities at the place, if possible to get the certificate letter from the competent government, where the accident occurs as evidence thereof. Under such circumstances, the Seller, however, is still under the obligation to take all necessary measures to hasten the deliver of the Contract Goods. In case the accident lasts for more than 10 weeks, the Buyer shall have the right to cancel the Contract.

16. Late Delivery and Penalty:

In case of delayed delivery, except for Force Majeure cases, the Seller shall pay to the Buyer for every week of delay a penalty amounting to 0.5% of the total value of the Contract Goods whose delivery has been delayed. Any fractional part of a week is to be considered a full week counted as per 0.1% of the total value each day. The total amount of penalty shall not, however, exceed 5% of the total value of the Contract Goods involved in late delivery. In case the period of delay exceeds 10 weeks after the stipulated delivery date, the Buyer shall have the right to terminate this Contract

17. Arbitration:

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiation. In case no settlement can be reached, the case may then be submitted for arbitration to the China International Economic and Trade Arbitration Commission with the rules of the said commission. The arbitration shall take place in Shanghai, China. The decision rendered by the said commission shall be final and binding upon both parties, neither party shall seek recourse to a law or other authorities for revising the decision. The arbitration fee shall be borne by the losing party, except otherwise awarded by the Arbitration Commission.

The terms and conditions of this Agreement shall be subject to and construed in accordance with the laws of the defendant's country. Any dispute, controversies or differences which may arise out of or in connection with the interpretation or performance of this Agreement that cannot be resolved by a mutually amicable arrangement between the parties hereto shall be finally settled according to the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the Rules. Arbitration proceedings shall be conducted in English language and shall take place in the country in which the defendant's principal place of business. The decision of the arbitration proceedings

shall be final and binding upon both parties. Judgment on any arbitration decision may be entered in any court of competent jurisdiction.

18. Effectiveness of This Contract:

This Contract shall come into force upon the signing of this Contract by the representatives of each following party.

The Buyer:

Hanergy

The Seller:

ATTO

Appendix

Specimen of performance bond per clause 10 (7)

Specimen required by the customer HN and to be followed by a English version proposed by PRIG for indication only.

Performance Bond

Issuance date:

Guarantor: xxx bank

Applicant and the seller: ATTO, Korea

To:

Beneficiary and the buyer:

广东汉能光伏有限公司,广东省河源市

We, the xxx bank, are informed that the contract numbered xxxx for the project of xxxx had been concluded by you (as the buyer) and the applicant (as the seller). The seller needs to present a performance security issued by a bank.

At the request of the applicant we issue this irrevocable letter of guarantee amounting to USD XXXX in your favor.

We hereby guarantee to arrange payment in the sum of USD and will pay all or part of this sum within 7 working days upon your presenting of the following documents

1. Beneficiary's first claim with official chop stating that the applicant has failed to fulfill and complete its obligation per the clause 7.1 and 7.2 of the contract and no remedies to the breach / default has not been implemented during a permitted period per the contract and indicating the amount to be requested under this guarantee
2. Copy of written notice from the beneficiary to the applicant, the notice should be issued 28 calendar days prior to the claims raised by the beneficiary per this guarantee stating that the seller improperly accomplishes and / or fulfills his obligations under clause xxx of the contract dated xxxx and if the seller fails to correct his default and/or breach the beneficiary would raise a claim requesting for compensation per the guarantee.

This guarantee will be into effect from and invalid on the date one month after the end warranty date unless otherwise the beneficiary presents a written statement to early terminate or cancel this guaranty. Any documents to be submitted to the guarantor for compensation, if any, should reach the guarantor by 17:00 BJT at the guarantor's office (contact: credit operation department) irrelevant of whether the expiry date is a business day or no, otherwise the guarantors is not liable for any obligation. This guarantee is invalid with immediate effect on the expiry date no matter whether the authentic letter is returned to the guarantor. If there were a dispute regarding the contract and remains unsettled, this guarantee would be extended to the final accomplishment and settlement of such dispute and the warranty will not extend accordingly.

Any proceeds, payments made under the guarantee would be net, free of any tax and/or expenses. Any future taxation, levied on and other expenses, no matter what nature are those, would not be deductible to any payment under this guarantee.

Guarantor assumes no liability or responsibility for the form, sufficiency, accuracy, genuineness, falsification, or legal effect of any documents presented to them or for

the general and/or particular statements made therein, nor for the good faith or acts or omissions of any person whomsoever.

To avoid delay, any documents presented to the Guarantor should be sent by express / carrier service and any documents sent by fax or electronic means or its alike are not acceptable.

This Guarantor is not assignable and not transferable.

Governing law and Jurisdiction:

- 1.** URDG 2010 ICC Publication No. 758.
- 2.** Law of P.R.China: For those not stipulated in the publication
- 3.** Exclusively by Court of P.R.China.

合 同

合同号： HNGF/QTXT-02—subcontract 01

日期：

地点：

买方：

卖方：

本合同由买卖双方订立,根据本合同规定的条款,买卖双方自愿达成以下交易:

8. 商品名称、规格：

	Item	Specification	Num	Unit	Price USD	Sum USD
一	BSGS/GC (Apollo)					
1	SiH4 BSGS	1 ISO 40' + 1 ISO40'	1	Set	70,000	70,000
2	20%GeH4/H2	2 Cyl bundle + 2 Cyl bundle	1	Set	54,000	54,000
3	20% PH3/H2	1Y + 1Y	1	Set	54,000	54,000
4	CH4 BSGS	2 Cyl bundle + 2 Cyl bundle	1	Set	74,400	74,400
5	3%TMB/SiH4	1CY + 1CY	1	Set	56,000	56,000
二	VDB/VMB (Apollo)					-
6	SiH4 VMB	1/2" inlet, 1/4" Outlet x 8stick	6	Set	24,300	145,800
7	3%TMB/SiH4 VMB	3/8" inlet, 1/4" Outlet x 8stick	6	Set	24,300	145,800
8	20%GeH4/H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	6	Set	21,500	129,000
9	20%PH3/H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	6	Set	21,500	129,000

10	CH4 VMB	3/4" inlet, 3/8" Outlet x 8stick	6	Set	28,500	171,000
11	H2 VMB	3/4" inlet, 3/8" Outlet x 8stick	6	Set	28,500	171,000
Sub Total			1			1,200,000
— BSGS/GC (Oerikon)						
1	CH4 BSGS	2 Cyl bundle + 2 Cyl bundle	1	Set	92,200	92,200
2	NF3 BSGS	1 ISO 40' + 1 ISO40'	2	Set	127,700	255,400
3	2%TMB/H2 BSGS	1 Y ton + 1 Y ton	1	Set	54,000	53,600
4	0.5%PH3/H2 BSGS	1 Y ton + 1 Y ton	1	Set	54,000	54,000
5	CO2 BSGS with temperature control	1 CY + 1 CY	1	Set	71,700	71,700
6	2%B2H6/H2	1 Y ton + 1 Y ton	1	Set	55,500	55,500
7	SiH4 BSGS ep	1 ISO 40' + 1 ISO40'	1	Set	70000	70,000
— VDB/VMB (Oerikon)						
1	H2 VDB	50A inlet, 40A Outlet x 2 Stick,	1	Set	39,200	39,200
2	SiH4 VDB	1" inlet, 3/4" Outlet x 2 Stick,	1	Set	19,200	19,200
3	CH4 VDB	1" inlet, 3/4" Outlet x 2 Stick,	1	Set	25,600	25,600
4	NF3 VDB	50A inlet, 40A Outlet x 2 Stick,	1	Set	39,200	39,200
5	2%TMB/H2 VDB	1/2" inlet, 1/2" Outlet x 2 Stick,	1	Set	16,400	16,400
6	0.5%PH3/H2 VDB	1/2" inlet, 1/2" Outlet x 2 Stick,	1	Set	16,400	16,400
7	CO2 VDP	1" inlet, 3/4" Outlet x 2 Stick,	1	Set	26,400	26,400
8	2%B2H6/H2 VDB	3/8" inlet, 3/8" Outlet x 2 Stick,	1	Set	16,400	16,400
9	H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	2	Set	21,500	43,000
10	H2 VMB	40A inlet, 3/4" Outlet x 6stick	2	Set	56,100	112,200

11	SiH4 VMB	3/4" inlet, 3/8" Outlet x 6stick	2	Set	21,600	43,200
12	CH4 VMB	3/4" inlet, 3/8" Outlet x 6stick	2	Set	25,800	51,600
13	NF3 VMB	40A inlet, 3/4" Outlet x 6stick	2	Set	56,100	112,200
14	2%TMB/H2 VMB	1/2" inlet, 3/8" Outlet x 6stick	2	Set	23,000	46,000
15	0.5%PH3/H2 VMB	1/2" inlet, 3/8" Outlet x 6stick	2	Set	23,000	46,000
16	2%B2H6/H2 VMB	3/8" inlet, 1/4" Outlet x 8stick	2	Set	21,500	43,000
17	CO2 VMP	3/4" inlet, 3/8" Outlet x 6stick	2	Set	25,800	51,600
Sub Total						1,400,000
Grad Total						2,600,000

以上价格包括调试及运输费用

所有货物**CIF**至中国港口**All goods will be delivered CIF to China port.**

2. 生产国别和制造厂商：韩国

3. 装运期限：首批Applo设备装运期在4月9日前，通过航空运输；第二批Oerikon设备装运期在11月，通过海运。

4. 装运口岸：

5. 到货口岸：广州/香港/深圳

6. 保险：由卖方承担，按合同总金额的110%投保

7. 包装：

卖方应提供货物运至合同规定的最终目的地所需的适合长途运输的包装，以防止货物在装运中损坏，这类包装应采取防潮、防震、防锈、防野蛮装卸及其它损坏的必要保护措施。

如货物从美国、日本或韩国等地进口，应当采用无木质包装或有由相关政府机构开出熏蒸证明的木质包装，以满足中国商检部门的需要。

如设备采用无木质包装，卖方应当同时向买方提供无木质包装证明。

8. 唛头：

10. 付款条件：

买方应在装运前30天通过_____银行开立一份不可撤销的以卖方为收益人，金额为合同总价的即期信用证，凭第10条规定的装运单据议付货款。在中国境内发生的相关费用由买方承担，在中国境外发生的相关费用由卖方承担。信用证有效期为装运日后的15天。

10. 装运单据：

(1) 清洁的已装船运提单和空白抬头、空白背书的全套已装运的清洁提单各三份正本和二份副本，并注明运费已付、和同号及装运唛头；

(2) 信用证受益人出具的已签署的商业发票原件五份，注明合同号及装运唛头；

(3) 装箱单三份；

- (4) 由制造商出具品质检验证明书，产地证明及数量证明书各三份；
- (5) 装运后三个工作日内发出装船通知传真副本一份；
- (6) 保险单原件三份，该保险单是以合同总价的110% 投保的一切险及战争险；
- (7) 按合同总额10%开具的质量保函。质量保函的有效期为设备验收合格后12个月或装运后因买方原因未能安装、调试正常投运至18个月止，以先到者计算。

11. 装运：

CIF 条款

卖方应负责安排仓位、货物的运输并承担运费，以确保按照合同规定的交货期交货。

12. 装运通知：

每批货物装运启航后，卖方须在2周内尽快传真通知买方合同号、货名、数量、重量、总价、船名、开船(车)日期和目的口岸。

13. 质量保证：

卖方保证所售货物系用最上等的材料和头等工艺制成，全新，未曾用过，并完全符合本合同的技术方案和已同意的询价书所规定的质量、规格、性能。保证期自买方、最终用户和卖方签署合同货物最终验收证明书之日起12个月，但不迟于提单日18个月，以先发生为准。

14. 索赔：

在货物抵达目的口岸120天内如发现货物品质、规格或数量与合同规定不符时，除属于保险公司或运输方责任外，买方有权根据当地商品检验局出具的检验证书向卖方要求换货或索赔，由此发生的一切费用(包括检验费、退货及换货运费、保险费、仓储费及装卸费等)由卖方负担。

15. 不可抗力：

由于不可抗力（如战争，严重火灾，水灾，台风，地震和其它双方认定的人力不可抗事故），导致卖方交货延迟或不能交货的，责任不在卖方。但卖方应立即将事故通知买方，并于事故发生十四天内将事故发生地政府主管机关出具的事故证明书用空邮寄交买方为证，并取得买方认可。在上述情况下，卖方仍有采取一切必要措施从速交货的责任。如果事故持续超过10个星期，买方有权撤销本合同。

16. 延迟交货和罚款

如延迟交货，除不可抗力因素外，卖方应按迟交合同货物总价的0.5%/每星期罚款，不足1个星期的以1个星期计算，此项罚款总额不超过全部迟交合同货物总值的5%，如延迟交货超过原定期10个星期时，买方有权终止合同。

17. 仲裁：

凡有关本合同或执行本合同而发生的一切争执，应通过友好协商解决。如不能解决，则应申请中国国际经济贸易仲裁委员会根据该委员会规定的仲裁规则在中国上海进行仲裁。该仲裁委员会作出的仲裁是最终的，买卖双方均应受其约束，任何一方不得向法院或其它机关申请变更。除仲裁委员会另有裁定外，仲裁费用由败诉一方负担。

18. 合同的生效：

本合同在以下各方代表签署本合同时生效。

本合同用英文和中文书就，以英文本为准，本合同正本一式二份，由买方和卖方各执一份为证。

买方：

深圳南华气体工业有限公司

卖方：

Atlas Copco China/Hong Kong Ltd.

质量保函

质量保函签发日期:

致: 买方名称: 广东汉能光伏有限公司

买方地址: 广东省河源市

我们被告知, [广州珠江气体工业有限公司] (“委托人”) 已于 _____ 日 (合同日) 与 _____ (买方名称) (“受益人”) 就 _____ 项目 (项目描述) 签订了编号为 _____ (合同号) 的合同, 为此委托人需要提供银行质量保函 (“保函”)。

我们, _____ (银行名称) (“保证人”) 沿向受益人出具本保函, 保证在收到下列文件之后七 (7) 个工作日内向受益人支付总额不超过 _____ (金额及币种, 大写) 的任何一笔或数笔款项:

3. 受益人首次请求付款的书面文件, 列明付款金额, 并加盖受益人公章; 和
4. 受益人如下内容的书面陈述: “因可由其控制的原因, 广州珠江气体工业有限公司 (委托人名称) 未能适当完成和履行广州珠江气体工业有限公司 (委托人名称) 与 _____ (受益人名称) 于广东汉能光伏有限公司日 (合同日) 签订的合同中第 7.1 条以及 7.2 条 (违约所涉及的合同条款编号) 项下的义务, 并且, 在合同允许的期限内未能对该违约进行补救”; 和
5. 受益人依据本质量保函向保证人提出付款请求前已向委托人发出的书面通知的复印件, 该书面通知的日期应至少早于受益人向保证人发出的付款请求二十八 (28) 个日历日, 且该书面通知中应陈述: “(委托人名称) 未能适当完成和履行 _____ (委托人名称) 与 _____ (受益人名称) 于 _____ 日 (合同日) 签订的合同中第 _____ 条 (违约所涉及的合同条款编号) 项下的义务, 并且, 如果 (委托人名称) 未能于合同允许的期限内开始纠正其违约, _____ (受益人名称) 准备依据 (保函编号) 提出付款请求。”
6. 本质量保函自 _____ 年 _____ 月 _____ 日起开始生效。除非受益人向保证人提交解除保证人保函责任的文件或本保函正本以使本保函提前终止或解除, 本保函应于 _____ 年 _____ 月 _____ 日 (质量义务终止日再加一个月) (“到期日”) 到期。无论上述到期日是否为保证人所在地的营业日, 所有根据本保函提出之索偿要求 (如有), 必须在该到期日北京时间下午 17:00 整之前为保证人在上述地址收悉 (联系人: 信贷营运部), 否则保证人无须对受益人负任何责任。无论本保函之正本退还保证人与否, 本保函在到期日后立即失效, 但如果此时存在合同争端并且未能得到解决, 那么质量保函的有效期应延长到上述争端最终解决且所有理赔完毕, 质量保证期限不因此顺延。

本保函项下的所有付款均不带有任何税款及其他费用。任何将来的征税、收费或其他费用，无论属于什么性质，均不得从本保函项下的付款中扣除。

根据本保函之条款送达保证人或向保证人提交之任何通知或其他文件内所述之任何声明，保证人可接纳为有关事实之确证，而无责任作进一步证实。

为避免疑问，所有文件均应通过快递或快件送达保证人，保证人在本保函下不接受任何以传真或类似电子方式收到的文件。

本保函不得转让或出让。

本保函适用《见索即付保函统一规则（URDG）》2010年修订本，国际商会第758号出版物（“《见索即付保函统一规则》”），《见索即付保函统一规则》中未规定的事项适用中华人民共和国法律法规。本保函受中华人民共和国法院的排他性管辖。