

Purchase Contract 采购合同

Date 日期: 2017-06-15

Contract No. 合同号: DFAE 20170808

Buyer: DONG FENG FAURECIA AUTOMOTIVE EXTERIOR CO., LTD.
买方: 东风佛吉亚汽车外饰有限公司 (以下简称“买方”)

卖方: 上海明匠智能系统有限公司
Seller: Shanghai Mingjiang Machinery Technology Co., Ltd

乙方称“卖方”。
Seller B shall be collectively referred to as the “Seller”

本合同在买方同卖方之间订立, 在此, 按照以下规定的条件和条款, 买方同意购买且卖方同意出售下述商品或服务。This Contract is made by and between Buyer and Seller; whereby Buyer agrees to buy and Seller agrees to sell the commodity or service under mentioned according to the terms and conditions stipulated below:

1. 乙方商品或服务的规格, 数量, 价格(人民币)
SPECIFICATION, TYPE, QUANTITY, UNIT PRICE AND TOTAL OF SUPPLIE OR SERVICE (IN RMB)

| 序号 No. | 内容描述 Description | 单位 Unit | 数量 PCS | 单价 (人民币, 不含 17%税) Unite Price (RMB, without 17% VAT) | 总价 (RMB, 含 17%税) Total Price (RMB, with 17% VAT) |
|---|--|------------|-----------|---|---|
| 1 | AGV batching system with software and hardware Design, terminal tool choice, installation, implementation, debugging and training are included in the price, more details, please refer to ANNEX 1; AGV 配料系统, 价格包含硬件软件设计, 终端的硬件工具选用, 以及安装, 应用, 调试费用, 具体详见附件一; | Set 套 | 1 | 212,884.62 | 249,075.01 |
| 产品最终总价 (人民币, 含税) Total Price (RMB, With 17% VAT) | | | | | 249,075.01 |

- The seller is awarded to supply the system in accordance with the Faurecia Technical Specifications. All technical solutions that may impact the final cost will have to be topped by Faurecia Manufacturing Engineering;
- 卖方需按照佛吉亚技术规范设计制造系统。所有影响价格的技术方案必须由佛吉亚技术人员审核批准;
- The seller technical proposal must start at beginning of the studies and end before the reception of them.
- 卖方给出技术建议的时间起于设计开始, 结束于设计接收前;
- Regarding the Faurecia specifications, the asked quality, security and ergonomic status cannot be challenged;
- 不能违背佛吉亚规范中要求的质量, 安全和人机工程状态的内容;
- Any new technical solution on system will be treated as a new affair and involved a new specification and quotation and also a new nomination; these technical solutions will have to impact as less as possible the general planning of the project.



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- 系统上发生的任何新变化都需当成新任务处理，包括使用新规范，进行新的报价和新的定点；这些技术变化对项目的整体计划产生的影响要尽可能小。

-This appointment is effective immediately and requires compliance with the conditions below. This appointment would completely be acted by reception of the full validations (at the end of this letter) and the written seller acceptance.

- 该约定立即生效且要求于下方的条件一致，该约定通过全面验证接收（位于此信末尾）和卖方书面接收全面生效。

2. 付款期限 和付款条件 **PAYMENT TERMS & CONDITIONS OF PAYMENT:**

- 50% Pre- Acceptance payment

Pre- Acceptance pass and 10 days after the machine deliver to destination End of the month
An original of value added tax invoice amounting to 50% of contract price issued by the seller;

- 50% Final Acceptance payment

Final Acceptance pass and 10 days after the machine deliver to destination End of the month
An original of value added tax invoice amounting to 50% of contract price issued by the seller;

- 预验收款 50%

预验收合格后后 10 天内付款 月底结算
卖方出具的金额为合同总价百分之五十（50%）的增值税发票正本一份；

- 终验收款 50%

终验收合格后后 10 天内付款 月底结算
卖方出具的金额为合同总价百分之五十（50%）的增值税发票正本一份；

3. 交货期及目的地:

LEAD TIME AND DESTINATION:

交付时间不得晚于： 合同签订后 30 天内

The Delivery Date is no later than: PO + 30 days

到货地点为： 东风佛吉亚汽车外饰有限公司成都工厂

Place of Arrival: Chengdu Plant, Dongfeng Faurecia Automobile Exterior Co. Ltd.

4. **PACKING:**

包装

Standard packaging suitable for long distance transportation

适于长途运输的标准包装

5. **DELIVERY**

交付

If any delay in delivery of seller or services is expected, Seller shall immediately inform Buyer for decision on this matter.

如果预期发生交货或提供服务的延迟，卖方应立即通知买方并作出决定。

Should the delivery time schedule be not met by Seller for reasons other than force majeure, Buyer may claim 1% of the contract prices as penalty for working day of delay, but total penalty charge will be limited to 10% of contract prices

如果卖方因不可抗力以外的原因不能按时交货，买方可要求其按每延迟一天交货支付合同额的 1% 作为 罚 金，但总罚金不超过合同额的 10%。

6. **WARRANTY:**

质保期：

- (1) If Seller fails to correct a deficiency, or/and fail to provide new supplies or services within a reasonable period of time set by Buyer, Buyer shall be entitled to withdraw from all or part of the contract without paying compensation.

如果卖方不能在买方规定的合理时间内更正缺损或提供新的供货或服务，则买方有权不负赔偿地全部或者部分地退出合同。



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or demand a reduction of price
或 要求降低价格。

or at Seller's expense replace the defective supplies
或 更换原供货, 费用由卖方负担。

or claim damages for non-fulfillment of the contract.
或 由于合同未履行提出损失赔偿。

This shall not affect further legal claims beyond the scope of the warranty provisions.
这不应影响保期规定范围以外的其他合法索赔权。

(3) Claims for deficiencies may be made one month from the time of receipt of supplies or completion of services, or one month from such time as deficiencies to be found during processing or commissioning
缺损索赔可以在交货或完成服务后一个月内提出, 或在加工或处理过程中发现缺损时一个月内提出。

(4) Defective items shall be returned at Seller's expense and risk.
缺损货品的退货费用和 risk 应由卖方承担。

(5) The duration of the warranty is 2 years (Parts and technical assistance on site)
所有的现场的零件和技术援助质保期 2 年。

(6) In the event of a defect due to quality of goods covered by this warranty, the seller will, repair or replace the defect commodity at no charge to the buyer. In the event of repair or replacement, the seller will extend the warranty for a period equal to the equipment immobilization. In the event of a defect caused by the Buyer, the total expenses of the Seller for repair or replacement will be covered by the Buyer (including components, travel cost, i.e. airline ticket, hourly expenses also including travel time, allowance, hotel)

在保质期内由于商品本身质量问题发生的缺陷, 卖方应无偿的更换或修理, 基于此类的更换或修理, 卖方应根据设备的停用时间相应延长保期。若由于买方原因发生的缺陷, 卖方更换或修理的全部费用由买方承担 (包括零件, 机票等路费, 含旅行时间工费, 补贴, 旅馆费)

7. NON-DISCLOSURE FOR TOOLS AND SAMPLES

工具、样品的保密:

Tools, samples, drawings, standards, forms and documents etc., provided by Buyer, as well as items made with or to them, shall not without Buyer's written approval be released to any third parties and not used for purposes other than those specified in the contract. They shall be safeguarded against unauthorized inspection or use. If the Seller violates this clause, the Buyer shall be entitled to demand their return besides any further rights.

买方提供的工具、样品、图样、标准、格式、文件等, 以及依据这些制成的物品, 在未经买方书面同意的情况下, 不得给予第三方用于合同特别规定以外的目的。它们应得到保护, 免于未经授权的检查和利用。如果卖方违反本条款, 买方除有任何进一步权利外, 有权要求归还上述物品。

8. ADDITIONAL PROVISIONS

附加条款:

(1) No amendments of this contract shall be valid without signatures by both parties in written form.

本合同的任何变更应以书面形式并由各方代表签字方

(2) Annexes of this contract are undivided parts of this contract, taking the same effect as text of this contract.

Unmentioned matters in this contract shall be disposed according to stipulations of national relevant laws and regulations.

This contract is executed in English and in Chinese. In case of discrepancies between the two language versions, the Chinese language version shall prevail.

本合同附件构成本合同不可分割的组成部分, 与本合同正文具有同等效力。

本合同未尽事宜, 均按照国家有关法律、法规的规定办理。

本合同以英文和中文书就。如果两种语言文本有不一致, 优先适用中文文本。

(3) Should individual provisions of this Contract be ineffective, other provisions shall not be affected. The Parties shall amicably attempt to agree on new provisions as substitute of ineffective provisions based on equal economic effect.

如本合同中的个别条款失效, 将不影响其他条款。合作双方将友好协商达成具有同等经济 效果的条款以取代失效的条款。

(4) Other clauses or provisions should, unless otherwise specified in this Purchase Contract, comply with the GCP(GeneralConditionsofPurchase)availableonourinternetsiteaddress



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[HTTP://WWW.FAURECIA.COM/PAGES/SUPPLIERS/GENERAL_PURCHASING_CONDITIONS.ASP](http://www.faurecia.com/PAGES/SUPPLIERS/GENERAL_PURCHASING_CONDITIONS.ASP) or
<http://www.faurecia.com>

除非在本采购合同有明确规定, 其他条款遵照买方的 GCP(一般采购条款), 可以到买方网站上查看相关内容. 网址
[HTTP://WWW.FAURECIA.COM/PAGES/SUPPLIERS/GENERAL_PURCHASING_CONDITIONS.ASP](http://www.faurecia.com/PAGES/SUPPLIERS/GENERAL_PURCHASING_CONDITIONS.ASP) 或
<http://www.faurecia.com>

9. ARBITRATION FOR DISPUTE:

争议仲裁

Any dispute arising from the execution, interpretation or validity of the contract, shall be settled amicably through friendly negotiations by both parties. In case such negotiations fail, the case shall be submitted to CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION in Beijing, for arbitration in accordance with its currently valid arbitration rules and procedures. The language used in arbitration is Chinese. The arbitral award is final and binding upon both parties.

因本合同的履行,解释或效力而发生的一切争议, 合同双方应通过友好协商的方式解决. 如若无法通过协商的方式解决, 则该争议提交在北京的中国国际经济贸易仲裁委员会, 根据其届时有效的仲裁规则及程序予以裁决. 仲裁语言为中文. 此裁决书为最终裁决, 双方必须服从并履行.

10. APPLICABLE LAW

适用法律

The contract is governed by publicly available laws and / or regulations published by the People's Republic of China.

本合同受中华人民共和国颁布的并且可以公开获得的法律法规的管辖.

11. ENVIRONMENTAL REQUIREMENTS

环境保护要求

The purchased articles shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.

所买物品应满足政府和安全部门对有毒品及危险品进行限制的要求. 同时亦应满足生产国及销售国对于环境保护, 电气及电磁方面的相关要求.

IN WITNESS THEREOF, this Contract is signed by both Parties, each party holds two. The signed contract sent by fax is considered as valid as the original one.

兹证明, 本合同由双方签署正本四份, 双方各执两份, 传真合同与原件同样有效.

- Annex 1 Summary of Sub items of Contract Price
- 附件一 合同总价分项明细

买方代表/Buyer:
DONG FENG FAURECIA AUTOMOTIVE
EXTERIOR CO., LTD.
东风佛吉亚汽车外饰有限公司



卖方: 上海明匠智能系统有限公司
Seller: Shanghai Mingjiang Machinery Technology Co., Ltd



装配线遗留问题的专题会议纪要

与会者：明匠 项目李经理

DFAE: 采购部门 于淼 周远康 易鹏飞 生产部门 2 人员

时间：2018 年 6 月 21 日

以下是本次装配线遗留问题的专题会议，请收悉查阅，谢！

1. DFAE 在收到上海明匠开具的全额发票后，向上海明匠支付 AGV 配料系统及 MES 系统的改造费用，共计人民币：贰拾柒万贰仟捌佰捌拾肆元陆角贰分（未含税，小写：272,884.62），货款到帐后，上海明匠立即安排专人处理以下 4-5 两项遗留问题：

| | | |
|---|-------------------|--|
| 4 | 线体显示器根据工装播放作业指导视频 | |
| 5 | 尾门马头枪扭矩追溯问题 | |

2. 上海明匠于 6.25 日前向 DFAE 提供改进后的 P84&P87 前后保装配工装方案，待 DFAE 确认完毕后，上海明匠各制作 P84/ P87 前、后保各 1 套工装。
提供 DFAE 相关人员予以验收确认，确认完毕后，DFAE 向上海明匠支付装配线合同剩余总货款 20%的三分之一金额给上海明匠，合计人民币：肆拾陆万壹仟伍佰柒拾叁元叁角叁分（含税，小写：461,573.33）

3. 上海明匠收到此笔货款后，立即着手制造余下 20 套前、后保装配工装，待全部完成后，派遣专人到 DFAE 成都工厂进行安装调试生产，并同步解决 2,3 两项遗留问题：

| | | |
|---|---------------------------------|--|
| 2 | 前后保 C8 和 P8 工装不能根据订单自动切换 | |
| 3 | 由工装不能自动切换导致的 Kitting 配料与生产顺序不匹配 | |

4. 待上海明匠解决完如下所有遗留问题，且经我司相关人员验收合格后，签署终验收报告，DFAE 向上海明匠支付装配线合同剩余总货款 20%的三分之二。金额合计人民币：玖拾贰万叁仟壹佰肆拾陆元陆角柒分（含税，小写：923,146.67）

5. 上海明匠将于 6.25 前提供详细的装配线整改计划。

以上事宜双方均达成一致，我们双方将按照此会议纪要实施执行。

于淼 周远康 易鹏飞 于淼 刘建 王远康