

## 建发（北京）有限公司

地址：北京市东城区广渠门内大街 43 号雍贵中心 C 座 12 层

邮编：100062 电话：010-59649877 传真：010-59649729

电子邮件：caogx@chinacond.com

### 预付款通知书

清华大学交叉信息研究院暨蒋楠老师：（电话：15210589504）

我公司受贵校委托代理进口声光调制器，合同号为：VBBJ16394E(THU)，合同金额为：EUR22960.00。上述合同已签，按合同规定，请交付估算预付款人民币 179730.00 元，结算时按实际发生费用多退少补。

请贵单位接到本通知后一周内将上述款项由你校财务处通过银行汇入我公司下列帐号（汇款单上请务必注明合同号）。

开户银行：兴业银行北京东四支行

帐 户：建发（北京）有限公司

帐 号：321340100100010022

汇款后请将合同号：VBBJ16394E(THU)发电子邮件至 caogx@chinacond.com 通知我公司。收到汇款后我公司将回复电子邮件予以确认。

备注：美元 CIP 北京到岸价预付款估算公式如下，其它外币按当日与美元比价换算。

5000 美元以下：合同金额×汇率×1.1

5000 美元～10000 美元：合同金额×汇率×1.05

10000 美元以上：合同金额×汇率×1.03

汇率：7.6

蒋楠

2016.11.24

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(17) 不可抗力:

由于严重的水灾、火灾、风灾、雪灾、地震、和战争行为等不可抗力,致使任何一方不能履行合同,遇有事故的一方应立即将事故情况用传真通知对方,并应在14天内将事故详情及发生地政府主管机构出具的影响合同履行程度的证明文件用空邮寄交对方,对方对由此产生的损失不得提出赔偿要求,但事故的一方仍负有在双方协商同意的合同延期时间内履约的责任,延期超过4个星期时,对方有权撤消本合同,但须以书面形式通知事故的一方。

Force Majeure:

Any party of the Contract who fails to execute the Contract due to Force Majeure accidents, such as flood, fire, storm, snow disasters, earthquake and war shall notify by fax immediately the other party of such occurrence and within 14 days thereafter, shall send by airmail the detailed information of the accident and a certificate issued by the Competent Government Authorities of the place where the accident occurs. The other party shall not claim any penalty for the losses suffered therefrom, but the party who encounters the accident shall still be liable to execute the Contract within the deferred time of the Contract as agreed upon by both parties. In case any delay arising therefrom lasts for more than 4 weeks, the other party shall have the right to cancel the Contract, and notify the party who encounters the accident in writing.

(18) 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,则应提交中国国际经济贸易仲裁委员会,按照其规定的仲裁程序运用中国法律和国际惯例在中国北京/上海/深圳 进行仲裁,该仲裁委员会做出的裁决是最终的,买卖双方均应受其约束。仲裁费用由败诉一方负担。

Arbitration:

All disputes in connection with this Contract or the execution thereof shall be settled through friendly negotiation. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to the International Economic and Trade Arbitration Commission of China in accordance with china's laws and international practices when applying its Rules of Procedure. The arbitration shall take place in China Beijing/Shanghai/Shenzhen and the award rendered by the said Commission shall be final and binding upon both parties, The arbitration fee shall be borne by the losing party.

(19) 本进口合同一式二份,卖方执一份,买方执一份,由双方签字后或盖双方合同专用章后有效。

This Import Contract is made out in two copies, seller keeps one, buyer keeps one, The Contract come into effective after being signed by both parties or stamped the EXIM CONTRACT SEAL of the parties.

(20) 特别条款/Special Clauses:

附件是合同不可分割的部分

卖方: 柏杨科技有限公司

The Seller: POPLAR TECHNOLOGY LIMITED

买方: 建发(北京)有限公司

The Buyer: C&D (BEIJING) CO., LTD.

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currency adcontracted herein , and to bear all direct losses and expenses in connection therewith including interest occurred, banking charges, freight, insurance premium, inspection charges, storage, stevedore charges and all other necessary expenses required for the custody and protection of the rejected goods.

b. Replace the defective goods or make up the deficiencies with new ones which conform to the specifications, quality and performance as stipulated in this Contract, and bear all expenses incurred to and direct losses sustained by the Buyers.

(17) 不可抗力:

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