

## 采购合同

### Purchase Contract

甲方（买方）： 毕马杰橡胶科技（常熟）有限公司  
**Party A (Buyer):** **PMG Rubber Technology (Changshu) Co., Ltd.**  
地址： 江苏省常熟经济开发区高新技术产业园阳光大道 55 号  
**Address:** **No. 55 Sunshine Boulevard, Changshu High Tech Industrial Park,**  
**CEDZ, Jiangsu Province**  
法定代表人： **UMBERTO FRANCESCO POLETTO**  
**Legal Representative:** **UMBERTO FRANCESCO POLETTO**

乙方（卖方）： 广东瑞恩科技有限公司  
**Party B(Seller):**  
地址： 东莞市南城区体育路健升大厦 15 楼  
**Address:**  
法定代表人： 梁嘉惠  
**Legal Representative:** **Jiahui Liang**

## 1 供货范围

### 1 Scope of supply

操作系统:	嵌入式 Linux 系统				
系统软件:	用于访问 Microsoft Terminal Server 的 Freerdp 和 rdesktop、Citrix Receiver 13.3、VMWare Horizon View 4.0、Spice-gtk-0.25、Thinsys 连接管理器				
管理部署:	Thinsys 连接管理器简单易用,只需数秒钟就能快速完成安装实施;内置 VNC 远程控制管理和固件更新工具, 保证应用软件自动更新;				
安全特性:	支持 USB 存储设备禁用及启动, 凭密码修改连接配置				
后台环境:	Microsoft RDP8.0/RemoteFX, VMware Horizon View, Citrix XenDesktop, Redhat RHEV/oVirt/OpenStack				
重定向:	USB 设备重定向,声音输入和输出重定向,打印机重定向,Flash 重定向,支持 1080P 高清电影播放,3D 图形处理;				
处理器:	Intel Celeron N2805 (1M Cache, 1.46 GHz) 双核处理器				
系统内存:	2048MB DDRIII 1600MHz 内存				
硬盘容量:	8GB SSD 固态硬盘				
显示输出:	32/24/16 位真彩, Intel HD2500 显卡, 支持高清电影, 最大分辨率 1920x1080				
音频端口:	1/8 英寸音频输出端口, 16 位立体声				
网络通信:	100/1000Mbps 以太网,				
I/O 端口:	VGA 和 HDMI 接口各 1 个,声音输入输出 2 个, 6 个 USB 接口, 100/1000 Base-T 以太网				
输入设备:	标准键盘和光电滚轮鼠标 (USB 接口)				
电源:	12V/5A, 功率 25W				
安装:	平放和背挂安装				
语言:	中英文操作系统				
外形尺寸:	120*120*55mm				
保修与服务:	三年硬件保修 (电话/远程/上门服务)				
Item	Description	数量	单位	含税单价 (RMB)	总价 (RMB)
1	Thinsys N330NW	10	台	715	7150
	总 计				7150

1.1 主要规格、配置及技术参数等: 详见附件《报价单》, 如合同中中文与英文出现冲突, 请以中文为准。

1.1 Main specifications, configurations and technical parameters: For details refer to the attached Equipment Technical Agreement. If there is any inconsistency between the Chinese version and English version of the contract, the Chinese version of this contract shall be deemed the original.

1.2 本合同约定总价含产品本体及随机附件及配套软件的费用、包装费、运输费、运输保险费、安装调试费、培训费等。

1.2 The total contract price as agreed includes the equipment body and the attached parts, as well as the cost for compatible software, packing expense, transportation fees, insurance fees for transportation, installation and commissioning fees, and training fees etc.

## 2 支付条款

### 2 Payment terms

2.1 支付方式及票据提供:

2.1 Payment terms and invoice supply:

**2.1.1 支付方式: 款到发货, 按合同金额支付全款, 人民币: 柒仟壹佰伍拾元整。**

**2.1.1 Payment Term: Payment to delivery, according to the contract amount to pay the full.**

2.1.2 票据提供: 全部完成安装并验收合格后, 乙方应在 5 个工作日内提供发票, 否则甲方有权利延迟付款。

2.1.2 Invoice available : After all the installation and acceptance, Part B shall provide invoices within 5 working days, otherwise Party A has the right to defer payment.

2.2 乙方银行账户基本信息:

2.2 Basic bank account information of Party B:

开户银行: 中国建设银行股份有限公司东莞金月湾支行

Opening bank:

银行账号: 44050177980800000107

Account No.:

## 3 交货、包装、运输

### 3 Delivery, package and transportation

3.1 交货时间: 合同签订 12 天内

**3.1 Delivery time: Within 12 days of the contract**

3.2 交货地点: 江苏省常熟经济开发区高新技术产业园阳光大道 55 号

3.2 Delivery place: No. 55 Sunshine Boulevard, Changshu High Tech Industrial Park, CEDZ, Jiangsu Province

3.3 乙方应在发货前 24 小时将到货设备名称、型号、数量、外形尺寸、单重、承运人及其联系方式和其他注意事项等, 以书面形式或邮件通知甲方 (即 3.4 条的甲方联系人), 并应在预计到货前 6 个小时将最新情况通知甲方, 以便甲方做好收货准备, 设备到货后由收货人员收货。

3.3 Party B shall inform Party A (namely the contact person of Party A in Article 3.4) 24 hours before delivery of the equipment name, model, quantity, outline dimensions, single weight, carrier and its contact information and other items to be noted in written forms

or by email, and shall update the latest situation to Party A 6 hours before arrival of goods so that Party A can get prepared for receiving of goods. After arrival, the equipment is received by the receiver.

3.4 为方便甲、乙双方在交易过程中及时沟通情况,甲、乙双方各自指定如下联系人作为本合同履行过程中的常规联系人:

3.4 In order to facilitate communication during the transaction between the two parties, the two parties have assigned the following persons as regular contacts during the implementation of the contract:

甲方

Party A

收货人员: 王翊晖 电话: 15850816460 邮箱: Yihui.Wang@pmgcompounds.com

Receiver: 王翊晖 Tel: 15850816460 Email: Yihui.Wang@pmgcompounds.com

采购人员: 王翊晖 电话: 15850816460 邮箱: Yihui.Wang@pmgcompounds.com

Purchasing staff: 王翊晖 Tel: 15850816460 Email: Yihui.Wang@pmgcompounds.com

使用人员: 王翊晖 电话: 15850816460 邮箱: Yihui.Wang@pmgcompounds.com

User: 王翊晖 Tel: 15850816460 Email: Yihui.Wang@pmgcompounds.com

乙方 Party B

联系人: 梁嘉惠 电话: 13316669080 邮箱: mark@thinsys.com.cn

Contact person: 梁嘉惠 Tel: 13316669080 Email: mark@thinsys.com.cn

3.5 迟延交货

3.5 Delay of delivery

3.5.1 乙方延迟交货须经甲方的书面同意,在收到甲方的书面通知后,乙方推迟交货,推迟交货不免除乙方承担迟延交货的违约责任。

3.5.1 Party B's delay of delivery shall be agreed by Party A in written. Party B can delay the delivery after receiving written notice from Party A. The postponed delivery shall not relieve Party B the responsibility for breach arising from the delayed delivery.

3.5.2 除双方确定履行合同中更改约定技术配置或人力不可抗拒事故者外,延期5天以上,乙方每迟延一天的迟延交货违约金为合同总价的0.1%,但最多不超过合同总价5%,从双方约定的交货日期之次日起算至乙方实际交货日期(含实际交货日期当天)。该迟延交货违约金可从甲方应支付给乙方的货款中扣除。

3.5.2 In addition to the parties have determined performance of the agreed technical configuration changes in the contract or force majeure, Party B shall pay 0.1% of the total contract price as liquidated damage for late delivery each day in case the delayed delivery is more than 5 days, but the payment shall not exceed 5% of the total contract price, counting from the delivery date agreed by the two parties to the actual delivery date of Party B(including the day of the actual delivery date) . The liquidated damages for delayed delivery can be deducted from the payment to be paid by Party A to Party B.

逾期交货超过 10 天, 视为交货不能, 甲方有权全部或者部分解除合同, 并要求乙方支付合同总额 20% 的违约金。

In the event that the delivery delayed for 10 days, Party A is entitled to terminate the Contract in part or whole, and Party B shall pay a liquidated damage of 20% of total contractual value.

3.5.3 甲方依据本条约定同意乙方迟延交货并收取违约金, 不影响甲方要求乙方赔偿迟延期间给甲方造成直接损失的权利。

3.5.3 Party A's agreement for delayed delivery of Party B and charging liquidated damages pursuant to this agreement shall not affect the rights of Party A to claim compensation from Party B for direct losses caused to Party B during the delayed period.

### 3.6 包装:

#### 3.6 Package:

3.6.1 产品的包装应符合相关产品包装的国家和行业标准及甲方的特殊标准, 乙方应保证包装适合装卸、搬运、运输, 并确保该包装足以抵御运输或其他物理移转过程中对设备的影响, 使设备安全、完好的运抵交货地和能被安全、完好的储存、再次运输等。

3.6.1 The package of the product shall comply with the relevant product package national and industrial standards, as well as special standards of Party A. Party B shall ensure appropriate packaging for handling, transfer and transportation, and shall ensure that the package is sufficient to withstand the influence to the equipment during transportation or other physical transfer process, to ensure the safe and intact delivery of the equipment to the place of delivery, and can be stored safe and sound, and able to be transported again etc.

3.6.2 产品包装前应该清除一切内部杂物, 防止设备被玷污。

3.6.2 All the internal impurities shall be cleaned before packaging to prevent pollution to the equipment.

3.6.3 乙方应在每件包装上, 用不褪色油墨清楚地标刷件号、尺码、毛重、净重、“此端向上”、“小心轻放”、“切勿受潮”等必需的标识。

3.6.3 Party B shall use indelible ink to clearly print the part number, size, gross weight, net weight, and the necessary markings such as “This side up”, “Handle with care” and “Keep from moisture” etc.

3.6.4 乙方应在包装文件上注明本合同号、主机名称, 用清单列明所有包装箱内容物。在包装箱内应该附带产品规格书、产品结构图、操作说明书、维护说明书、产品安装手册、零部件清单等相关文件。

3.6.4 Party B shall mark clear the contract number, main equipment name in the packaging documents and use a check list to list all the contents inside the packaged box. Relevant documents such as the product specifications, product structure drawing, operating instructions, maintenance manuals, product installation manuals, parts lists shall be attached inside the packaging box.

3.7 运输: 乙方负责将标的物送到本合同 3.2 条约定的交货地点, 并承担运输费用等。

3.7 Transportation: Party B shall be responsible to transport the subject matter to the place of delivery agreed in Article 3.2 of the contract and bear the transportation expenses etc.

#### 4 收货、开箱验收、安装调试、终验收

#### 4 Receiving open box inspection, installation and commissioning, final acceptance of the goods

4.1 收货: 到达双方约定的交货地点, 甲方负责卸货并据实签收《送货单》, 如发现外包装异常, 应在送货单上注明并及时通知乙方。

4.1 Receiving goods: When the arrives at the place of delivery agreed by the two parties, Party A shall be responsible to unload the goods and sign on the Delivery List according to the actual situation, and shall mark clear on the delivery list and notify Party B timely in case of abnormal in the outer packaging.

4.2 开箱验收: 乙方应按甲方安排的时间派人到现场, 对货物进行开箱验收, 并在《开箱验收报告》上签字确认。若发现货物与随箱单据不符, 乙方负责补齐或收回。如乙方不能按时到达, 甲方有权自行开箱检收, 并对缺件、损坏等各种情况做出记录, 乙方应认可并负责解决。

4.2 Open box inspection: Party B shall assign people to the site according to the arranged time by Party A to perform the open box inspection, and sign on the Open Box Inspection Report. In case the goods are not compatible with the packaging list within the box, Party B shall be responsible to makeup or return the goods. If Party B fails to arrive on time, Party A has the right to open perform the open box inspection by itself and keep record of all the situations for parts missing, damages etc, Party B shall accept and be liable to solve the issues.

4.3 安装或调试:

4.3 Installation and commissioning

4.3.1 本合同项下的安装调试应在甲方指定场所由乙方进行。乙方工作人员需向甲方提交《授权委托书》。

4.3.1 The equipment installation and commissioning under the contract shall be performed by Party B at the designated location by Party A. Workers of Party B shall need to submit the Letter of Authorization to Party A.

4.3.2 由于乙方原因使安装失败, 乙方应立即进行必要的修理、修改或更换。乙方应尽量缩短此期限, 并应将经修理、修改或更换后合格的产品免费运至甲方指定地点。乙方对产品修理、修改或更换后, 应按本合同要求进行安装直至合格, 所有因此产生的费用由乙方承担。

4.3.2 If the commissioning fails due to reasons of Party B, Party B shall carry out necessary repair, modification or replacement over the product. Party B shall try its best to shorten this time period and shall deliver the repaired, modified or replaced product to the designated place by Party A for free. After repair, modification or replacement of the product by Party B, the equipment shall be

commissioned according to the contract requirements until qualified, and all the expenses incurred thereof shall be borne by Party B.

4.3.3 乙方应在双方书面商定的期限内完成安装调试。

4.3.3 Party B shall complete the installation and commissioning within the time period agreed by the two parties in written.

4.4 终验收：安装调试完成后一个月内，双方应组织终验收并签署《工程验收报告》一式两份，双方各执一份。未签署《工程验收报告》视为验收不合格。本条款下的验收合格并不免除乙方对产品的质量、保修条款承担责任。

4.4 Final acceptance: Within one month after installation and commissioning, the parties shall organize the final acceptance and sign the Engineering Acceptance Report in duplicate with each party holds one. The unsigned Engineering Acceptance Report is deemed to be unqualified. The qualified acceptance under this regulation does not relieve Party B's responsibilities under the clauses for product quality and maintenance.

4.5 乙方负责在甲方厂内培训甲方操作人员。

4.5 Party B shall be responsible to train the operators for Party A inside Party A's plant.

4.6 乙方应保证其工作人员在甲方场所内活动时的人身、财产安全，应听从甲方接待人员的安排和引导，遵守本合同保密条款约定以及甲方的各项规章制度，如果给甲方或第三方造成损失，乙方应负责赔偿损失。

4.6 Party B shall ensure the personal and property safety of its staff performing activities in the place the Party A, and shall follow the arrangements and guide by the Party A's reception staff, and comply with the confidentiality agreement terms of the contract and the rules and regulations of Party A. Party B shall be responsible for damages caused to Party A or a third Party.

## 5 质量保证及售后服务

### 5 Quality warranty and after sale services

5.1 乙方保证本合同项下的产品在设计、加工、材料和使用等方面没有瑕疵或缺陷，并且具有和乙方提供给甲方的样品或者模型相同的质量，以及符合双方达成一致的技术规格、标准、或约定的使用功能（见合同附件-技术协议），或甲方在签订合同时明示或者暗示给乙方的任何特定的使用目的，以其中标准较高者为准。如果没有约定或约定不明的，应至少符合该类产品的通用功能。

5.1 Party B ensure the product under the contract is free from flaws or defects in the design, manufacture, materials and use, and shall has the same quality as the sample or model provided to Party A by Party B, and comply with the technical specifications, standards agreed by the two parties (see the attached appendixes) or the agreed using functions, or any special usage clearly specified or implied to Party B by Party A upon signing the contract, of which the higher standards shall prevail. In case of no agreement or uncertain agreement, it shall at least comply with the general functions of that product type.

5.2 乙方保证提供给甲方的货物包括其零部件是新的原厂正品, 确保其符合甲方的要求。如甲方发现乙方有违反前述行为的, 如向甲方销售假货、劣质商品、冒牌商品等, 甲方有权立即解除合同并请求支付合同总金额三倍的违约金。

5.2 Party B ensures the goods including the spare parts supplied to Party A are newly manufactured from the original factory and in compliance with the requirements of Party A. In case of any breach actions over the aforementioned clauses, such as selling fake, shoddy and counterfeit goods to Party A, Party A shall have the right to terminate the contract and claim liquidated damages at three times of the contract price as compensation.

5.3 本合同项下的设备的质量保证期为从签署《工程验收报告》之日起(工程合格的情况下)壹年以内。乙方提供终生售后维护。

5.3 The quality warranty period of the Engineering under the contract is within one year (excluding the consumables, wearable parts) from the signing of the Engineering Acceptance Report.

5.4 不论是否在质量保证期内, 当出现质量问题时, 经甲方告知后, 乙方应在 4 小时内响应, 并在合理期限内解决质量问题。乙方需将每次的维修情况写成书面的维修记录, 由双方经办人签字确认, 否则视为未尽维修义务。

5.4 Whether within the quality warranty period or not, in case of quality issues, once informed by Party A, Party B shall respond within 4 hours and solve the quality problems within reasonable time period. Party B needs to keep record of the maintenances in written and signed by the responsible persons of the two parties, or it will be deemed as not fulfilling the maintenance obligations.

“合理期限解决质量问题”是指, 经甲方告知出现质量问题, 乙方应在 4 小时内电话指导甲方人员自查。若甲方自查不能解决问题, 乙方应在 8 个工作小时内派技术人员到甲方现场解决问题, 需要更换零部件的, 在乙方有备件的情况下, 乙方应该在 8 个工作小时内完成更换维修, 或者在乙方没有备件的情况下, 甲方应立即采购同时告知甲方采购时间, 备件到货后乙方在 8 个工作小时内完成更换维修。

“solve the quality problem within reasonable time” meaning: Party B shall instruct Party A's workers to conduct examination on the defective product within 4 hours as of notice by Party A. If Party A cannot solve the quality problem after the aforementioned examination, Party B shall send its technician to conduct on-site repair, in the case of replacing accessories, Party B shall accomplish the replacement within 8 hours on the condition that Party B has the spare part, or shall accomplish the replacement within 8 hours as of arrival of the spare part after Party B's purchasing.

5.5 质量保证期内售后维修护理服务乙方不收取任何费用(包括但不限于人工服务费、零配件费等); 质量保证期外的售后维修护理服务的费用(包括但不限于人工服务费、零配件费等)乙方应在统一收费标准的基础上给予甲方最优惠价格。

5.5 Within the quality warranty period, Party B shall not charge any expenses (including but not limited to the labor service fee, spare parts cost etc.) for the after sale maintenance services; for the after sale service fees (including but not limited to the labor service fee, spare parts cost etc.) outside the quality warranty period, Party B shall give Party A the best price based on the general charge standards.



保修期内, 如由于火灾、水灾、地震、磁电串入等不可抗拒原因及甲方人为破坏因素造成设备损坏/故障的, 乙方负责免费维修, 材料成本费用由甲方承担。

Within the warranty period, if the equipments is malfunctioned due to the force majeure or Party A's sabotage, Party B shall repair for free but with the spare part at the expense of Party A.

5.6 若乙方未在双方约定的维修期内完成修理工作, 则乙方应按每日支付合同总金额 0.1%向甲方赔偿损失, 但总额不超过合同总金额的 10%。

5.6 If Party B fails to complete the repair work within the period agreed by the two parties, Party B shall pay 0.1% of the contract price to Party A as compensation, but the total amount shall not exceed 10% of the contract price.

5.7 更换后的产品或零部件的质保期重新计算。

5.7 The quality warranty shall be recalculated for the replaced product or spare parts.

## 6 风险承担

### 6 Risks undertaking

6.1 设备经甲方终验收合格前毁损、灭失的风险由乙方承担; 终验收合格后毁损、灭失的风险由甲方承担。但甲方由于故意或保管不善导致设备毁损、灭失的风险由甲方承担。乙方应始终对因其自身原因和产品潜在问题造成的灭失和损毁负责。

6.1 The damage and loss risks of equipment before final inspection and acceptance by Party A shall be borne by Party B; and Party A shall be responsible for the damages and losses risks of equipment after final inspection and acceptance. However, Party A shall be responsible for equipment damages and losses risks due to intentional or improper care. Party B should always be responsible for the losses and damages due to its own reasons and potential problems of the products.

6.2 因设备不符合质量要求, 致使不能实现合同目的导致甲方解除本合同的, 自合同解除之日起设备毁损、灭失的风险由乙方承担。

6.2 If Party A terminates the contract due to the equipment failing to comply with the quality requirements and cannot realize the contract intention, then Party B shall be responsible for the equipment damages and losses from the termination of the contract.

## 7 保证

### 7 Guaranties

7.1 乙方保证有权签订本合同, 且其对本合同的履行不会违反对乙方有约束力的任何法律法规、合同条款; 并且保证不存在危及本合同下甲方权利的抵押、质押、留置、索赔或者诉讼。

7.1 Party B ensures the rights to sign the contract, and the implementation of this contract will not violate any laws, regulations and contract clauses binding to Party B; and ensures the absence of mortgage, pledge, lien, claim or lawsuit endangering the rights of Party A under this Contract.

7.2 乙方保证提供的必须是第三方不能基于工业产权或者其他知识产权而提出任何权利或者请求的产品。

7.2 Party B ensures the supplied product is absent from any rights or request claims by a third party based on industrial property or other intellectual property rights.

7.3 对因乙方违反以上条款的内容而引起的任何针对甲方的索赔,乙方应负责应诉、并为甲方抗辩,或在甲方的要求下合作抗辩,保障甲方的利益不受损害并赔偿甲方因此支出的费用。在前述索赔已经发生或者可能发生的时候,乙方应自行承担费用采取以下补救措施中最先可行的:

7.3 For any claims against Party A caused by Party B's violation of the above mentioned terms and conditions, Party B shall be responsible for responding, and defense for Party A, or cooperate to defense at the request of Party A to guarantee the interests of the Party A from being harmed and compensate the expenses paid by Party A thereof. In case the foregoing claims has occurred or may occur, Party B shall bear the cost by itself to take the following most practicable remedial measures:

7.3.1 使甲方得到继续使用符合本合同的权利;

7.3.1 Make Party A get the rights for continuing use of the contract;

7.3.2 修改产品,使其不侵权并符合本合同;

7.3.2 Modify the product to relieve it from infringement and in compliance with the contract;

7.3.3 用不侵权且符合本合同的产品替换该产品;

7.3.3 Use the non-infringing product and in compliance with the contract to replace the product.

7.3.4 如甲方要求退货,乙方应同意该要求并退还甲方已支付的货款,并承担相应的违约责任。

7.3.4 If Party A demands to return the goods, Party B shall agree the request and refund the purchase price paid by Party A and bear the corresponding liabilities for breach of contract.

## 8 保密

## 8 Confidentiality

8.1 保密信息:披露方将向接收方直接或间接披露的任何其专有的技术成果或非技术信息或数据,这些信息在其本质上被认为是专有的、机密的,或在交付时以口头或书面告知或标示为机密信息的。

8.1 Confidential information: The disclosing party will disclose any of its proprietary technology or technical information or data to the receiving party directly or indirectly, and the information are considered proprietary, confidential in essence, or informed or labeled as confidential information upon delivery by oral or in written.

8.2 乙方确认并同意保密信息是甲方有价值的、专用的、独特的财产，因此，乙方同意从甲方披露保密信息之日起五年内：

8.2 Party B acknowledges and agrees that the confidential information is valuable, proprietary and individually owned by Party A, therefore, Party B agrees the following terms within 5 years from Party A's disclosing of the confidential information:

8.2.1 不向任何第三方披露任何保密信息，除非得到甲方事先的书面同意；

8.2.1 Not to disclose any confidential information to any third party, except with the prior written consent of Party A;

8.2.2 不把保密信息用于双方合作项目以外的任何其他目的；

8.2.2 Not to use the confidential information for any purpose other than the cooperation project of the two parties;

8.2.3 不把任何保密信息披露给除为实施合同的目的而需要知晓保密信息的职员以外的任何其他人员；

8.2.3 Not to disclose any confidential information to any other person except the staff who needs to know the confidential information for implementation of the contract;

8.2.4 在没有甲方许可的情况下，不准用任何方式复印或复制任何保密信息以用于项目以外的任何目的；

8.2.4 Not to print or copy any confidential information in any forms for purposes out of the project without permission by Party A;

8.2.5 除非得到甲方事先的书面同意，乙方不得以任何方式改变保密信息的任何部分，或分解保密信息 或试图改变或分解保密信息，乙方也不准让他人去做或试图这样做。

8.2.5 Unless prior written consent of Party A, Party B shall not change, decompose or try to change or decompose any part of the confidential information in any ways, neither allowing others to do or attempt to do so.

8.3 乙方同意以对待自己专有和秘密信息的同样的注意去对待 8.2 条中列举的义务，但是这些注意在任何情况下不能低于合理的注意。

8.3 Party B agrees to treat the obligations listed in Article 8.2 with attentions as treating its own proprietary and secret information, but these attentions shall not be lower than the reasonable attentions under any circumstances.

8.4 甲方向乙方披露的所有的保密信息和复印件都由甲方享有所有权。在合同终止之时以及在甲方要求的任何时候，甲方可以选择要求乙方将其手上保存的所有的书面保密信息迅速销毁并向甲方通知上述资料的销毁情况，或者将其手上保存的所有书面保密信息迅速交付甲方。所有口头的保密信息则将继续受到本合同的保护。

8.4 Party A has ownership over all the confidential information and copies disclosed to Party B. Party A can choose to require Party B to destroy all the written confidential information in hands promptly upon termination of the contract and at any time required by Party A, and Party B shall notify Party A the destruction of the above information, or handover all the written confidential information in hands to Party A quickly. All the oral confidential information will continue to be protected by this contract.

8.5 合同本身的保密性。乙方无权披露本合同的存在, 对本合同项下的所有条款和约定按机密信息对待, 且不得向第三方披露。

8.5 Confidentiality of the contract itself. Party B has no right to disclose the existence of this contract, and keep all the provisions and agreements of this contract as confidential information, and shall not disclose to a third party.

## 9 不可抗力

### 9 Force majeure

9.1 不可抗力是指如天灾、战争(不管宣战与否)、贸易禁运或其它不能预见、不能避免并且不能克服的客观情况。当一方由于不可抗力的原因而不能履行合同时, 应在不可抗力结束后 15 天内以电报, 传真, 通报的方式通知对方有关详情, 提供能解释本合同或部分合同不能执行的原因和延长时限的原因的支持文件。该文件应由不可抗力发生地的授权机关出具。双方应根据不可抗力对本合同履行的影响, 协商决定全部或部分结束合同或延长合同履行期限

9.1 Force majeure means natural disasters, war (whether declared or not), trade embargoes or other unforeseeable, unavoidable and insurmountable objective conditions. When one party is unable to implement the contract due to force majeure reason, the other party shall be informed of the relative details within 15 days after ending of the force majeure by telegram, fax and notification to provide explains for the reasons that the contract or part of the contract can't be implemented and supporting documents for the extended period. The documents shall be issued by the local authorities where the force majeure occurred. The two sides shall determine the termination of the contract or part of the contract or extend the performance term of this contract through negotiation bas on the impact of force majeure on performance of the contract.

9.2 由于不可抗力而导致合同无法履行, 则合同双方均不需对未履行的相关义务负责, 但一方迟延履行后发生不可抗力的, 不能免除其责任。

9.2 If the contract cannot be implemented due to force majeure, neither party is liable for the relevant responsibilities not implementing the contract, but if the force majeure incurred after delayed performance of one party, the party shall not be relieved from its responsibilities.

## 10 违约责任

### 10 Liabilities for breach

如发现设备有任何包装的损坏, 或由于乙方的责任导致的数量或质量不符合本合同(包括附件)的规定, 或在质量保证期内设备出现不能达到甲方预定的质量和规格的情况, 或不符合本合同规定的其他情况, 甲方应通知乙方。甲方有权选择以下一种或几种方式处理, 乙方应承担相应的费用:

For any equipment packaging damage found or the quantity and quality of the equipment do not comply with the contract due to party B's liability, or the equipment fails to reach the quality and technical specifications predetermined by Party A or do not comply with other cases

specified in the contract within the quality assurance period, Party A shall inform Party B. Party A has the right to choose the following one or several manners to solve, and Party B shall bear the cost thereof:

- 10.1 如果包装不符合本合同（包括附件）约定或者有损坏的，甲方可以拒收，且视为乙方未交付该产品；
- 10.1 if the package not conforming to the description as agreed in the Contract (including the appendixes) or damaged, Party A can refuse to receive the product, and the product in question are treated as non-delivery.
- 10.2 乙方交付的产品表面损坏的（包括但不限于刮痕、凹陷、生锈等），甲方有权退货，且视为乙方未交付该产品；
- 10.2 Where the product as delivered by Party B bearing surface damage (including but not limited to the scratch, indentation and rust) , Party A is entitled to return the product, and the product in question are treated as non-delivery.
- 10.3 乙方交付的产品质量不符合本合同（包括附件）的约定，甲方有权退货，乙方应在收到退货的通知的同时或七天内退回相应货款及利息，利息以银行同期贷款利率为准，从甲方支付货款之日起算至货款被退回之日止；因乙方交付的设备质量不符合本合同（包括附件）的约定而造成甲方财产损失或者人员伤亡的，乙方应承担所有赔偿责任。
- 10.3 Where the product as delivered by Party B not conforming to the description as agreed in the Contract (including the appendixes), Party A is entitled to return the product, and Party B shall return the payment and interest upon receiving the return notice or within seven days, the interest shall be based on rates for bank loans, and starting from the payment date by Party A to the return date; where Party A suffering the property loss or casualty thereby, Party B shall take responsibilities.
- 10.4 如果出现数量不足，乙方应在甲方规定的时间内补足。
- 10.4 If the quantity is insufficient, Party B should complement within the time stipulated by Party A.
- 10.5 乙方应维修质量不符合约定的产品，并在甲方指定的期限内将合格产品送到同一目的地。如果经维修，乙方仍不能使该设备达到本合同（包括附件）标准，甲方可退货，如果甲方已预付货款，乙方应在收到退货的通知的同时或七天内退回相应货款及利息，利息以银行同期贷款利率为准，从甲方支付货款之日起算至货款被退回之日止。在甲方接收的设备中发现的不良，乙方仍然负有同等责任。
- 10.5 Party B shall repair the damaged product, and deliver the qualified product to the same destination within the time limit specified by Party A. If Party B in case the equipment fail to meet the standard under the provisions this contract (including the appendixes) after repair, Party A can return the equipment. If Party A has paid down payment, Party B shall return the payment and interest upon receiving the return notice or within seven days, the interest shall be based on rates for bank loans, and starting from the payment date by Party A to the return date. Party B still bears equal responsibility for the poor conditions of the equipment received by Party A.

- 10.6 乙方应更换产品,并在甲方指定的期限内将合格设备送到同一目的地。如果经更换,乙方仍不能使该设备达到本合同(包括附件)标准,甲方可退货,如果甲方已预付货款,乙方应在收到退货的通知的同时或七天内退回相应货款及利息,利息以银行同期贷款利率为准,从甲方支付货款之日起算至货款被退回之日止。在甲方接收的设备中发现的不良,乙方仍然负有同等责任。
- 10.6 Party B shall replace the product, and deliver the qualified equipment to the same destination within the time limit specified by Party A. If Party B in case the equipment fail to meet the standard under the provisions this contract (including the appendixes) after replacement, Party A can return the equipment. If Party A has paid down payment, Party B shall return the payment and interest upon receiving the return notice or within seven days, the interest shall be based on rates for bank loans, and starting from the payment date by Party A to the return date. Party B still bears equal responsibility for the poor conditions of the equipment received by Party A.
- 10.7 若因质量问题,乙方在保修期内同一问题维修次数累计超过 3 次,则甲方有权解除合同。乙方应在收到退货的通知的同时或七天内退回相应货款及利息,利息以银行同期贷款利率为准,从甲方支付货款之日起算至货款被退回之日止。在甲方接收的设备中发现的不良,乙方仍然负有同等责任。
- 10.7 If Party B has repaired the same problem for accumulated more than 3 times within the warranty due to quality problems, then Party A has the right to terminate the contract. Party B shall return the payment and interest upon receiving the return notice or within seven days, the interest shall be based on rates for bank loans, and starting from the payment date by Party A to the return date. Party B still bears equal responsibility for the poor conditions of the equipment received by Party A.
- 10.8 甲方让步接收,双方重新商定该瑕疵设备的价款。
- 10.8 If Party A accepts by compromise, the parties shall renegotiate the price of the defective equipment.
- 10.9 甲方有权要求乙方支付本合同总价 10%的违约金,并可直接在应付货款中扣除。乙方应对每台设备的质量不符合约定分别支付前述违约金。
- 10.9 Party A has the right to require Party B to pay 10 % of the total contract price as liquidated damages, which can be deducted directly from the purchase price payable. Party B shall bear the aforementioned liquidated damage for each equipment failing to conform the quality standard as agreed.
- 10.10 甲方依照法律规定或者依据本合同约定退货的,乙方应自收到甲方退货通知之日起算的 10 个工作日内自费取回该退货,乙方在前述期限内未取回该退货的,甲方不承担任何保管责任且有权收取合理的设备占地费用。
- 10.10 Where Party A in request of returning the equipments according to the law or this Contract, Party B shall retrieve the equipments in question at its expense within 10 working days as of the receipt of notice from Party A, otherwise, Party A shall not take the responsibility for safekeeping and can charge a reasonable occupation fee on the equipments in question.

10.11 合同当事人对质量有争议的, 任何一方有权聘请专业的检测机构进行鉴定。检测结果表明质量符合本合同(包括附件)约定的, 因鉴定发生的相关费用由甲方承担; 鉴定结果表明不符合本合同(包括附件)约定的, 因鉴定发生的相关费用由乙方承担。

10.11 In the event that the parties have dispute over the quality, either party is entitled to hire a professional testing institution to run test, if the testing result indicating the quality of product conforming to the description as agreed in the Contract, Party A shall bear relevant fee related to the testing; if the testing result indicating the quality of product not conforming to the description as agreed in the Contract, Party B shall bear relevant fee related to the testing.

## 11 廉洁阳光原则

### 11 Sunshine integrity principles

11.1 乙方保证决不为获得交易机会或为达到交易目的而向甲方的任何人员及其亲属提供、给付各种不正当利益或达成不正当利益的分成。

11.1 Party B ensures not to provide or pay a variety of improper benefits or dividends of achieved illegitimate interests to any person of Party A or its relatives in order to get trading opportunities and achieve the transaction purpose.

11.2 乙方保证决不向甲方的任何人员及其亲属给予现金或商品形式的回扣, 礼金, 有价票券, 免费旅游或度假, 招待, 娱乐, 置业, 房屋装修, 餐饮宴席, 节日礼物, 通讯工具, 解决子女或亲属入学、就业等一切精神上或物质上的利益或报偿。

11.2 Party B guarantees not to give money or rebate in the form of goods, gifts, price tickets, free travel or vacation, hospitality, entertainment, home, house decoration, catering banquets, holiday gifts, communication tools, address the education, employment issues of children or relatives, and all other mental or materially interests or rewards to any person of Party A and their relatives.

11.3 乙方保证决不以任何形式雇佣甲方员工(在职或离职)及其亲属到乙方或与乙方的相关公司工作。

11.3 Party B guarantees not to hire employees (or job turnover) of Party A and let its relatives to work with Party B or the associated companies in any form.

11.4 乙方保证决不为谋取不正当利益, 诱使甲方的任何人员接受或共同编造虚假议价资料、影响交易价格或交易达成等其他损害甲方利益的行为。

11.4 Party B guarantees never to seek illegitimate interests, induce any person of Party A accept or jointly fabricate false bargaining information to impact of the transaction price or reach the transaction and other actions that harm the interests of Party A.

11.5 乙方同意并保证向甲方如实揭露索贿和受贿人员的行径。

11.5 Party B agrees and warrants to truthfully disclosing the acts of extortion and bribery personnel to Party A.

## 12 合同终止

### 12 Termination of the contract

12.1 出现下列情况之一者, 任何一方可随时以书面形式通知对方终止本合同:

12.1 In case of the following situations, any party can notify the other party to terminate the contract in written forms at any time:

12.1.1 当一方对本合同有实质性违约行为, 而该行为是可以纠正的, 但是违约方在接到对方书面通知后 30 天内未做出纠正。

12.1.1 In case one party has material breach acts over the contract, and the acts can be corrected, but the breaching party fails to correct within 30 days after written notice from the other party.

12.1.2 当一方破产、停止经营、或无力偿还债务。

12.1.2 In case one party is bankrupt, ceased operations or cannot pay its debts.

12.1.3 当任何一方不合法地履行合同。

12.1.3 In case either party performs the contract illegally.

12.1.4 当不可抗力持续 60 天, 而双方仍未能协商一致以继续履行合同。

12.1.4 In case the force majeure continues for 60 days, and the parties fails to reach an agreement to continue implementation of the contract by negotiation.

12.2 因设备不符合质量要求致使不能实现甲方的合同目的, 或设备验收不合格, 甲方有权解除本合同。自合同解除之日起设备毁损、灭失的风险由乙方承担, 且乙方应赔偿甲方因此而产生的损失。

12.2 Party A has the rights to terminate the contract due to the equipment does not comply with the quality requirements that leading to Party A's contract purpose can't be realized, or the equipment fails the acceptance test. The equipment damages and losses risks shall be borne by Party B starting from the termination date of the contract, and Party B shall compensate Party A the losses incurred thereof.

12.3 本合同中违约金条款的效力不受合同解除或终止的影响。

12.3 The effect of the liquidated damages clauses in the contract shall not be impacted by the cancelation or termination of the contract.

## 13 管辖及法律适用

### 13 Jurisdiction and applicable law

13.1 如发生与本合同有关的争议, 双方应首先通过友好协商进行解决。如在一方书面通知另一方 45 天内, 争议仍无法通过协商解决, 双方应将此争议提交合同履行地的人民法院处理。

13.1 In case disputes occurred relevant with the contract, the two parties shall solve them through friendly consultation. If the disputes still can't be solved through negotiation



within 45 days after one party notifying the other party, the two parties shall proceed the disputes to the local People's Court where the contract is signed.

13.2 本合同适用中华人民共和国法律，排除冲突法规则。

13.2 The contract is applicable to the laws of People's Republic of China, excluding the rules of conflict laws.

#### 14 其他

#### 14 Others

14.1 本合同一式贰份，甲方执壹份，乙方执壹份，每份具有同等效力。

14.1 The contract is in triplicate, Party A holds two copies and Party B holds one, each has the same legal effects.

14.2 除非有甲方的书面同意，否则乙方不得将其任何合同权利或义务转给第三方。

14.2 Unless agreed by Party A in written, otherwise Party B shall not transfer any of the contract rights or obligations to a third party.

14.3 本合同由双方授权代表签字并盖章后即生效。

14.3 The contract shall come into effects after signed and sealed by authorized representatives of the two parties.

14.4 如本合同条款发生变更或有未尽事宜，经甲乙双方确认，在原合同上更改并加盖双方合同章以示修正，或以书面形式签订补充协议予以确认。

14.4 For changes of the contract terms or outstanding issues, shall be modified on the original contract and sealed with contract seals of the two parties or confirmed through a supplemental agreement in written after agreed by the two parties.

14.5 附件是本合同的一部分，具有同等效力。

14.5 The annexes shall be part of the Contract with the same effects.

甲方：毕马杰橡胶科技（常熟）有限公司（章）

Party A

乙方：广东瑞恩科技有限公司（章）

Party B

法定代表人（授权代表）签字：\_\_\_\_\_

Signature

法定代表人（授权代表）签字：\_\_\_\_\_

Signature

日期：\_\_\_\_\_

Date

日期：\_\_\_\_\_

Date