

SALES CONTRACT (China Domestic)

买卖合同（中国境内）

Contract No.:		Date:	
合同编号:	PO20190073	日期:	2019.6.11
Seller's Ref No.:		Buyer's ref No.:	
卖方参考号:		买方参考号:	

Buyer/买方: BE China Forging Co.,Ltd (“BECF”) 李伊金属制品（上海）有限公司
Address/地址: 上海奉贤区新杨公路 1566 号临港智造园三期 1 号厂房
Telephone /电话: 021-3178 1273

Seller /卖方: []
Address/地址: []
Telephone /电话: []
Contract Person /联系人: []

This Sales Contract (hereinafter “Contract”) is entered into by the Buyer and the Seller on the date of PO signed by both party after reaching mutual consent. The Buyer agrees to buy and the Seller agrees to sell the Raw Material and/or Equipment (together the “Products”) and its corresponding Services according to the terms and conditions as set out below:

本买卖合同（以下简称“合同”）兹由买卖双方协商一致于 PO 双方签订的日期。根据下述条款和条件，买方同意购买、卖方同意出售下列原材料、设备（以下统称“货物”）及相应的服务。

1. Specification of Supplies and Services 供货和服务的规格

以 ERP 系统生成的采购订单确认当次购买货物和服务规格和价格。

Notes / 备注

a. Total price includes transportation; except PO specified;

总价运费；除非采购订单里特别说明

b. After amicable negotiation, the Total Price (after discounts) is deemed as the final purchase price of the Products and Service provided under this Contract and therefore should be binding upon the parties.

经双方友好协商，双方签字的采购订单作为本合同标的的最终交易价格，对双方均具有约束力。

2. Place of Delivery / 交货地点

DPP BECF Shanghai Factory (Address: No.1 Factory, 1566 Xinyang Road, Fengxian District, Shanghai)

DPP 李伊上海工厂，地址为上海市奉贤区新杨公路 1566 号 1 号厂房

3. Time of Delivery/交货时间

Delivery shall take place in any working day after signing this Contract but before PO delivery date
货物应自 PO 约定的任意一个工作日前内交付于上述交货地点。

4. Terms of Payment / 付款

4.1 Payment Terms

(1) when inspection is carried out and the results thereof suggests the Products in good order and condition;
and

货物签收且检验合格后；和

(2) 30 days upon receipt of the invoice.

收到发票后 30 天。

4.2 Invoice Information /开票信息

公司名称/Company Name: 李伊金属制品（上海）有限公司

公司地址/Company Address: 上海市奉贤区新杨公路 1566 号 1 号厂房

税号/Tax No.: 91310000MA1HLMCT2Q

电话号码/Tel: 021-31781273

开户银行/Opening Bank:中国工商银行股份有限公司上海临港支行

账号/Account Name: 1001 7273 0930 0031 353

7. Warranty/担保

(1) Warranty Period is 12 months after delivery of the Products;

本合同的质保期为货物交付买方后的 12 个月；

(2) The Seller warrants that the Products are made of the high quality materials with first class workmanship, brand new and unused, and comply with the quality and specification stipulated in this Contract in all respects (see the attachments of this Contract). If damages occurred by reason of inferior quality, bad workmanship or the use of inferior materials, the Buyer shall immediately notify the Seller in writing, the Seller shall within 7 working days, take all corrective measures or services necessary and/or if circumstances so required to eliminate such defects by repairing or replacing the defect Products, at its own account. The Buyer has a duty to assist the Seller in correcting defects, and shall upon reasonable request put personnel and facilities at the Buyer's disposal. If the Products have not been handled properly and are not in compliance with the Seller's instructions (see the attachments of the Contract regarding the Seller's Instructions), the Buyer should be responsible for the replacement or repair of the defect Products at its own cost. The Seller's warranty does not cover normal wear and tear during the reasonable use of the Products.

卖方担保本合同商品由优质、全新材料制成，采用第一流的工艺，并在各个方面符合本合同质量和规格方面的要求（见本合同附件）。如果在生产过程中设备由于质量和工艺低劣，或采用低劣材料发生损坏，买方应立即以书面形式通知卖方，则卖方应在接到通知后七个工作日内自费采取补救措施，修理或更换产品或设备，和/或重新提供一切能排除该类缺损的服务及措施。买方有责任协助卖方更正缺损，并应在合理要求下提供适当人力和设施。买方应按卖方的指导对设备进行恰当的

处理（详见本合同附件关于卖方安装、指导义务及验收的规范）；若因买方未按该指导处理而由此产生的缺损，由买方自行负责修理或更换，所发生的费用亦由买方承担。卖方的担保不包含货物正常使用合理使用时发生的自然损耗。

8. Breach and Penalty

违约罚款

- (1) If, except force majeure, the delay is caused by reasons that the Seller can be held responsible for and the Buyer suffers loss from such delay, the Buyer may claim liquidated damages of 0.8% of the part of the supplies so delayed per calendar week (seven days a week) ;

除不可抗力条款规定之外，若由于卖方未按照合同规定的时间交货或提供服务而导致买方受到损失，则买方可提出误期赔偿。误期赔偿费按每周费用的百分之零点捌 (0.8%) 计收，一周按七(7)天计算，误期不足七(7)天仍按七(7)天计算。卖方逾期交货达 15 日以上的，买方有权解除合同并要求卖方承担由此造成的全部损失。若损失难以计算，卖方需按本合同总金额的两倍向买方支付违约金。

- (2) Payments must be made to the Seller according to Article 4 of this Contract. The Buyer must bear interest at the rate of 0.7% per day if the payment is due but not paid. .

若买方按时收货且按时提供发票，却未按本合同第 4 条的规定按期向卖方支付货款，买方应当按照每日 0.7%的利率支付延迟付款的利息。

9. General Liability

一般责任

- (1) Any liability of Seller in respect to death or injury of any person is subject to and governed by the provisions of the applicable law of the People's Republic of China.

卖方在人员伤亡方面的任何责任应适用中华人民共和国法律并受其约束。

- (2) Seller shall be liable for any loss of or damage to the Products or property of Buyer caused directly by negligence or wrongful act (including breach of contract or tortious conduct) on the part of Seller, its employees or its subcontractors, or agents authorized and engaged in carrying out this Contract.

对卖方、其员工、分包商或其他接受其委托的代理在履行本合同工程中的疏忽、过失或错误行为（包括违反合同或侵权行为）造成的买方货物或财产的丢失或损坏，卖方应负相应赔偿责任。

- (3) Under any circumstances, the Seller shall be held liable for and shall compensate the Buyer any direct loss, damages occasioned, and/or all costs occurred, including but without limitation, any third parties' claims for which the buyer is held responsible for, due to the defects of the Products.

在任何情况下，若因买方在使用卖方根据本合同所售商品过程中因质量缺陷所造成的直接损失、损害和/或所需支付的一切费用，包括但不限于因第三人的索赔已承担的赔偿责任、支出和费用，卖方应承担相应赔偿责任。

- (4) This Clause shall also be applied to Seller's employees, subcontractors and agents authorized by the Seller.

本条应同样适用于卖方的员工、其分包商或受其委托的代理。

10. Force Majeure

不可抗力

- (1) The Seller shall not be held responsible for any delay in delivery or non-delivery of the Products due to Force Majeure as stipulated below.

因下述规定的不可抗力原因而导致货物延迟或未能交付，卖方不承担责任。

- (2) Causes of Force Majeure, but not limited to, shall be: Act of God, natural disasters, labour disputes, strike, war(declared or undeclared), riots, revolution, sabotage, fire, transportation delays or accidents (beyond control of any parties), acts of government and nuclear incidents.

不可抗力原因包括但不限于：自然力、自然灾害、劳工纠纷、罢工、战争(宣战或未宣战)、暴乱、革命、阴谋破坏、火灾、运输阻滞或交通事故（不可归咎于任何一方）、政府行为和核事件。

- (3) Nevertheless, the Seller shall advise the Buyer of such occurrence without undue delay. Meanwhile, the Seller is still obliged to take all possible and reasonable measures to mitigate loss and facilitate the delivery.

尽管如此，卖方应尽快通知买方此类事件的发生。同时，卖方亦有责任采取所有可能且合理的措施减损并尽快交货。

11. Dispute Resolution

争议解决

Any dispute arising from or in connection with this Agreement shall first be settled by the parties through amicable negotiation; if no settlement can be reached, the disputes shall be submitted to Shanghai Fengxian Court. 凡因本合同引起的或与本合同有关的任何争议，应首先由双方协商解决。协商不成，则应提交上海奉贤区人民法院起诉解决。

12. Applicable Law

适用法律

This contract shall be governed by and interpreted in accordance with the laws and regulation of the P.R China. 本合同应适用中华人民共和国法律法规。

13. Cancellation

解除

Should either party cancel the Contract without any failure of the other party, the party who cancels the Contract shall be held responsible for any cost the other party may occur due to the cancellation of the Contract, including costs for reinstatement and taking corrective measures. The Contract shall be deemed to be terminated when a written termination notice is delivered by one party to the other party.

如果一方在另一方没有任何违约的情况下解除合同，则提出解除合同的一方应承担另一方因合同解除所直接产生的费用，包括恢复原状、采取补救措施等费用。合同自书面解除通知到达对方后解除。

14. Languages

语言

This Contract is written in English and Chinese language. Both versions are of equal legal effect. Any inconsistency arising out of these two versions, the Chinese version shall prevail.

本合同用英文和中文写成，二种文本具有同等效力，当含义冲突或不明确时，以中文为准。

IN WITNESS THEREOF, the Parties have executed the Contract in two originals by their duly authorized representatives on the date set forth on the first page hereof, with each party retaining one fully executed original. This Contract when duly executed by both parties, through signing and sealing, and being sent to each other in the

form of digital copies (via fax or emails) and/or hard copies (via mail post), shall be deemed as valid and effective and therefore have binding effect upon both parties.

兹证明，合同双方已由其正式授权代表在本合同首页所述日期签署了合同。双方均签署并盖章发送的电子版合同（即经传真或电子邮件送达）或纸质版合同（经邮寄送达）均视为有效成立，对双方均有约束力。

Seller (卖方) (Seal/印章)

Buyer (买方) (Seal/印章)

(authorized signature)
(授权代表签字)

(authorized signature)
(授权代表签字)

(authorized signature)
(授权签字)

(authorized signature)
(授权签字)

Date:

Date:

日期:

日期: