

CONTRACT

合同

合同号 Contract No:

签字日期 Signing Date:

The Buyer:

Address:

Tel:

The Seller:

Address:

TEL:

This Contract, made out by and between the Buyer and the Seller, whereby the Buyer agree to buy and the Seller agree to sell the under-mentioned commodity according to the terms and conditions stipulated below. (According to the practical price of invoice)

本合同由买方和卖方签订，根据下面规定的条款，买方同意购买并且卖方同意销售如下商品（根据发票的实际金额）

ITEM 序号	Commodity, Specifications 商品 规格	Unit 单位	Quan. 数量	Unit Price (EUR) 单价(欧元)	Amount (EUR) 总金额(欧元)
1		台			
				总价 Total Value	
				(不含赠送)	
TOTAL VALUE: C. I. F. DA LIAN,					

2. COUNTRY OF ORIGIN AND MANUFACTURER:

原产地和制造商:

3. TRANSPORTATION: Marine refrigerated container transportation.

运输方式: 海洋冷藏集装箱运输。

4. PACKING:

To be packed by new strong wooden cases suitable for long distance ocean transportation and well protected against dampness, moisture, shock, rust and rough handling. The Seller shall be liable for any damage of the commodity and expenses incurred on account of improper packing and for any rust damage attributable to inadequate or improper protective measures taken by the sellers in regard to the packing.

包装: 须用坚固的新木箱包装, 适合长途海运, 防湿、防潮、防震、防锈, 防粗暴搬运。由于包装不良所发生的损失, 或采用不妥 善的防护措施而造成的任何锈损, 卖方应负担由此而产生的一切费用和损失。

5. SHIPPING MARK:

The Seller shall mark on each package with faceless paint the package number, gross weight, net weight, measurement and the wordings: "RIGHT SIDE UP", "HANDLE WITH CARE", "KEEP AWAY FROM MOISTUE", and the shipping mark.

卖方应在每件包装箱上用不褪色的油漆刷上箱号、毛重、净重、尺码和“勿倒置” , “小心轻放,” “防潮”等字样。

6. TIME OF TRANSPORTATION: BEFORE JUL. 30, 2014.

装货时间: 2014年7月30日之前。

7. PLACE OF TRANSPORTATION:

起运地点:

8. PLACE OF DESTINATION: DALIAN, CHINA.

目的地: 中国大连。

9. INSURANCE:

To be covered by the Seller for 110% (one hundred and ten percent) of total contract value against ALL Risks.

保险：由卖方按合同价的 110%投保一切险。

10. PAYMENT:

By T/T. The payment shall be effected after receipt the contract goods and the document stipulated in Clause 10.

支付：现款电汇方式。

11. DOCUMENT FOR PAYMENT:

The seller shall present following documents to Buyer to effect the payment.

- 1) Two copies of Commercial Invoice,
- 2) Two copies of Packing List,
- 3) Three copies of Certificates of Quality issued by manufacturer
- 4) One copy of certificate of origin
- 5) One copy of Health Certificate
- 6) A filling certificate from factory
- 7) Fumigation Certificate or Non-wood Packing Material Certificate
- 8) The relevant insurance policy which be covered 110% of the total contract value against ALL Risks.
- 9) Five copies of labels (front and back)

In case of by sea transportation, the seller shall send simultaneously with shipment one copy each of the above mentioned documents to XXX CO.LTD.

支付单据：卖方将向买方提供如下单据以履行支付。

- 1) 商业发票两份；
- 2) 装箱单两份；
- 3) 制造商出具的质量证明书一份。
- 4) 原产地证一份（正本）

5) 卫生证一份 (正本)

6) 工厂出具灌装证明一份

7) 有木质包装情况下的熏蒸证明或非木质包装证明

8) 按合同价的 110% 投保一切险的保险单。

9) 标签五份 (正面、背面)

如果采用海运, 卖方在装船的同时将如上单据各一份寄送给目的港的 xxx 公司

12. DATE OF SHIPPING:

The date of Bill of Lading shall be regarded as the actual date of shipment. 装运日期: 提单上的日期将被视为装运日期。

13. GUARANTEE OF QUALITY:

The Seller guarantee that complies in all respects with the quality and specifications stipulated in this Contract.

The seller guarantees that choose the right means of transportation will be the goods arrived at the port of destination. 1) 质

量保证: 卖方保证货物的质量和规格与本合同的规定相符。卖方保证选用合适的运输方式将货物运抵目的港。

14. INSPECTION:

(1) Such as the quality of the goods in conformity with the contract and specification, the buyer of the commodity inspection bureau should be invited for inspection, and shall have the right to claim against the seller according to a report issued by the commodity inspection bureau inspection.

(1) 如货物的质量与规格与合同不符, 买方应请商检局进行检验, 并有权根据商检局出具的检验报告向卖方索赔。

15. CLAIMS:

In case that the Seller are liable for the discrepancies and a claim is made by Buyer within the time-limit of inspection and quality

guarantee period as stipulated in Clause 14 of this Contract, the Seller shall settle the claim upon the agreement of the Buyers in one or the combination of the following ways: (1) Agree to the rejection of the goods and refund to the Buyers the value of the goods so rejected in the same currency as contracted herein, and to bear all direct losses and expenses in connection therewith including interest accrued, 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.

(2) Devalue the goods according to the degree of inferiority, extent of damage and amount of losses suffered by the Buyers.

The claims mentioned above shall be regarded as being accepted if the Sellers fail to reply within 30 days after receiving the

Buyers' claim.

索赔：买方按照本合同 14 条的规定，在检验或质量保证期内提出的索赔，其问题应由卖方负责时，卖方在取得买方同意后应按下列之一或混合的方式处理索赔。

(1) 同意买方退货，并将退货金额以成交原币偿还买方，并负担因退货而发生的一切直接损失和费用，包括利息、银行费用、运费、保险费用、商检费、仓储费和装卸费。

(2) 按照货物的疵劣程度，损坏的范围和买方所遭受的损失将货物贬值。卖方在收到买方的索赔 30 天内没有答复将被认为接受上述索赔。

16. FORCE MAJEURE:

The seller shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure , such as war , serious fire , flood , typhoon and earthquake , or other events agreed upon between both parties , which might occur during the process of manufacturing or in the course of loading or transit . The Seller shall advise the Buyer by cable/telex immediately of the occurrence mentioned above and within fourteen days thereafter, shall send by airmail to the Buyer for their acceptance a certificate of the accident issued by the Competent Government Authorities, where the accident occurs as evidence thereof. Under such circumstances the Seller, however , are still under the obligation to take all necessary measures to hasten the delivery of the goods . 不可抗力：由于严重的火灾、水灾、台风、地震以及双方同意的其它不可抗力事故，致使卖方交货延迟或不能交货时，卖方可不 负责 任，但发生上述事故时，卖方应立即以电传或电报通知买方，并于事故发生后 14 天内将事故发生地主管当局出具的事 故证明书 用航空寄交买方，依不可抗力事件之轻重，一部或全部免除合同责任。

17. ARBITRATION:

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to China International Economic and Trade Arbitration Commission in accordance with the Rules of Arbitration promulgated by the said Arbitration Commission. The Arbitration shall take place in Dalian and the decision of the Arbitration Commission shall be final and binding upon both parties; neither party shall seek recourse to a law court nor other authorities to appeal for revision of the decision.

Arbitration fee shall be borne by the losing party . 仲裁：一切因执行本合同或与本合同有关的争议，应由双方友好协商解决，如经协商不能解决时，应提交中国国际经济与贸易仲裁委员会根据该会仲裁规则进行仲裁，仲裁地点在大连，仲裁裁决是终局的，对双方都有约束力，仲裁费用由败诉方承担。

18. EFFECTIVENESS OF THE CONTRACT:

This Contract shall come into force immediately after signature by representative of both parties and upon approval by the relevant authority of both parties.

合同的生效：本合同在双方代表签字后及双方有关当局批准后立即生效。

19. SPECIAL PROVISIONS:

This contract is made out in English and Chinese, both version being equally authentic. The original Contracts are in two copies; each part keeps one of two original copies after signature.

本合同采用中文、英文书写，具有同等法律效力。合同正本两份，签字后双方各持一份。

For the Buyer:

LEGEND IMPORT & EXPORT CO. LTD.

For the Seller:

DIGITAL CHINA TECHNOLOGY LIMITED

Authorized Signature

Authorized Signature

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