

出口贸易合同

EXPORT TRADE CONTRACT

合同号: 【2020031601】

Contract No.: 【2020031601】

日期: 2020-【3】-【16】

Date: 2020-【3】-【16】

买方:

Buyer: Ceska republika—Ministerstvo vnitra

Address: Nad Štolou 936/3, 170 34 Praha 7

Authorized Representative:

卖方:

Seller: SHANGHAI YIHENG INDUSTRIAL CO., LTD.

上海一亨实业有限公司

Address: Room 599, Building 2, No.171, Meisheng Road, Pudong District, Shanghai, China

中国上海市浦东新区美盛路171号2号楼599室

Legal representative: Fan Zeng 曾凡

本合同由买方与卖方订立, 按照下列条件, 买方同意买进, 卖方同意售出下列商品:

This Contract is executed by and between the Buyer and the Seller. The Buyer agrees to buy and the Sellers agree to sell below Commodity (the "Goods") according to the terms and conditions stipulated below:

1. 商品基本信息 Basic Info of the Commodity

序号 Item	商品名称、规格 Commodity Name and Specification	产品标准 Product Standard	数量 Quantity	单价 (单位: 美元) Unit Price (Currency: USD)	总价 (单位: 美元) Total Price (Currency: USD)
01	医用隔离眼罩 Medical Use Protective Eye Mask 详见附表(see Appendix)	HX-C01	250,000	\$8.00	\$ 2,000,000.00
	合计: Grand total: \$ 2,000,000.00				

卖方负责报关手续。上述报价不包含运输至买方指定收货处/目的机场/装运机场的运费, 不包含保险的费用。

The seller is responsible for the customs declaration in China. The above price does not include freight for Goods to be transported to buyer's designated location/destination airport/loading airport, and does not include insurance charges.

2. 原产国及厂商：中国

Country of origin & manufacturer: China

产品符合中国国家医用产品标准具备相关资质及欧盟标准CE。

The products meet China's national standards for medical products with relevant qualifications and EU standards CE.

货物随带产品资质，保证产品的合规性。Goods with product qualification, ensure product compliance.

3. 包装 Packaging:

需用适合长途空运的包装，由于包装不良而造成的任何损失，由于采用不充分或不妥善的防护措施而造成的任何损失，卖方应负担由此产生的一切费用和/或损失。

The package of Goods should qualify for long distance air transport. The sellers shall be liable for any fees or damage incurred from losses caused by inadequate or improper protective measures in packaging.

4. 装运期限：收到买方支付的100%货款后，第一周运送8万个（3月20日当天）。收到尾款后，第二周运送6万个，第三周运送6万个，第四周5万个。

Shipment date: After receiving 10% payment from the buyer, ship 80,000 in the first week (on 20th, March). After receiving balance payment, ship 60,000 in the second week, 60,000 in the third week, 50,000 in the fourth week.

5. 装运机场 Loading Airport: 货物运输到买方指定机场装机。

Goods to be shipped to the buyer's designated airport.

6. 目的机场 Destination Airport:

7. 付款方式 Method of Payment:

直接付款 Direct Remittance

买方电汇方式汇款50%，收到首批货物的货运通知之后支付剩余50%货款。

The buyer will remit 50% by TT and pay the remaining 50% after receiving the first shipping advice before shipping.

收款人名称：上海一亨实业有限公司

Beneficiary's Name: SHANGHAI YIHENG INDUSTRIAL CO.,LTD.

账号：446873052107

Bene's A/C : 446873052107

收款银行名称：中国银行上海凉城支行

Beneficiary's Bank Name: BANK OF CHINA SHANGHAI BRANCH
LIANGCHENG SUB-BRANCH

收款银行地址：中国上海市广灵四路 475 号

Beneficiary's Bank Addres: 475 GUANGLING SI RD,SHANGHAI,CHINA

SWIFT CODE: BKCHCNBJ300

8. 检验 Inspection:

货到目的港后，由买方委托进出口检验检疫局进行检验。如发现货物品质、规格、数量与合同不符，除保险公司或航空公司应负责的以外，买方在货到 10 天内有权凭进出口

商品检验检疫局出具的检验证明书换货或索赔, 10 日内未提出的, 视为买方对该批货物无异议接收。

The Buyer may have the Goods inspected by Administration of Quality Supervision, Inspection and Quarantine (AQIQ) after the Goods arrived its destination. If the quality, specification or quantity of the Goods does not conform with content of this Contract, unless otherwise being deal with by the insurance company or the airline company, the buyer is entitled to, within 10 days after arrival of the Goods, ask for replacement or ask for damages with the inspection certificate issued by AQIQ. If the Buyer does not bring the issue within 10 days, it shall be deemed that the Buyer has accepted the Goods without claims.

9. 不可抗力 Force Majeure:

- (1) 在制造、装运或运输过程中, 发生不可抗力如战争、严重火灾、水灾、台风和地震, 或者遇双方所在地政府政策变更, 及双方协商同意的其他情况, 导致卖方迟延装运或不能交货, 卖方因此不承担责任。卖方在发生不可抗力时应立即通知买方并且在发生不可抗力后 14 天内, 航空邮寄给买方有关不可抗力发生的证明, 以便买方确认。

The Seller shall not be responsible for the delay in shipment or failure of delivery due to Force Majeure reason, such as war, severe fire, flood, typhoon and earthquake, or changes of policy from local governments of both parties, or other circumstances agreed upon between both parties, that may occur during manufacturing, loading or transportation. The Seller shall notify the Buyer immediately after the occurrence of force majeure and, within fourteen days thereafter, shall provide certificate of occurrence of force majeure to the Buyer for its confirmation via airmail.

- (2) 不可抗力发生时, 卖方仍有义务采取一切必要措施尽快交货。如果不可抗力发生持续 10 周以上, 则买方有权取消合同。

The Seller is still obligated to take all necessary measures to ship the Goods as early as possible, when the force majeure circumstance occurs. If the force majeure reason continues for more than 10 weeks, the Buyer is entitled to terminate this Contract.

10. 税费 Taxes and Fees:

- (1) 在执行本合同过程当中, 根据中国现行有效的税法, 由中国政府向买方征收的所有税费, 应由买方负担。

During performance of this Contract, all taxes and fees levied by the Chinese Government on the Buyer pursuant to current PRC taxation laws shall be borne by the Buyer.

- (2) 在执行本合同过程当中, 根据中国现行有效的税法, 由中国政府向卖方征收的所有税费, 应由卖方负担。

During performance of this Contract, all taxes and fees levied by the Chinese Government on the Seller pursuant to current PRC taxation laws shall be borne by the Seller.

- (3) 在中国境外发生的与执行本合同有关的所有税费, 应由买方负担。

All taxes and fees in connection with the performance of this Contract incurred outside of the PRC shall be borne by the Buyer.

11. 合同效力 Validity of Contract:

- (1) 本合同一式二份买卖双方各执一份, 具有同等效力。

This Contract is executed in two originals with same legal effect, each party shall have on copy.

(2) 本合同的附件是为本合同不可分割的组成部分，并具有与合同正文同样的法律效力。

Appendices of this Contract are integral parts of this Contract and shall have same legal effect as main body of this Contract.

(3) 本合同用中英文两种版本书写，如有歧义，以中文版为准。

The Contract is written in both Chinese and English. In case of conflict, the Chinese version shall be prevailing.

12. 争议解决 Dispute resolution:

因履行本协议及其本合同附件所产生的争议应首先由双方协商解决，协商不成交由上海国际经济贸易仲裁委员会并按中国法律法规及仲裁委现行有效的仲裁规则进行仲裁，仲裁是终局的且对双方都有约束力。仲裁费由败诉方承担。

Any dispute arising from the performance of this Contract or its appendices shall be firstly settled by the parties through negotiation. If fails, such dispute shall be submitted to Shanghai International Economic and Trade Arbitration Commission (SHIAC) for arbitration in accordance with the PRC laws and regulations and the currently effective arbitration rules of SHIAC. The arbitral award shall be final and binding upon both parties. Arbitration fees shall be borne by the losing party.

买方:

Buyer:

有权签字人签字

Authorized
Representative
Signature(s)



卖方:

Seller:

法定代笔人或授权代
表人签字
Legal or Authorized
Representative
Signature(s)

上海一亨实业有限
公司
SHANGHAI
YIHENG
INDUSTRIAL CO.,
LTD.

附件Appendix: