

医疗器械购销合同

Medical device purchase and sale contract

签订日期 Date: April 16, 2020

合同编号 Contract No.: HUN-0416

供方: Supplier: 江苏亿家亮科技有限公司 (Jiangsu Yijialiang Technology Co Ltd.)

需方: Buyer: 匈牙利外交和贸易部 (Ministry of Foreign Affairs and Trade of Hungary, 1027. Budapest, Bem rkp 47, Hungary), "Külgépviseletek Igazgatósága"

供需双方根据《中华人民共和国合同法》的规定, 本着自愿及平等互利的原则, 经过协商一致, 达成如下条款, 以资双方共同遵守:

According to the provisions of the "Contract Law of the People's Republic of China", the two parties have reached consensus on the principles of voluntariness, equality and mutual benefit, and reached the following terms for mutual compliance:

一、产品名称、规格、数量和金额

I. Product name, specifications, quantity and amount

产品名称	型号/规格	生产厂家	单位	数量	供应价/元	合计/元
Aeonmed VG70 Invasive ventilator 谊安 VG70 呼吸机	VG70	Aeonmed 北京谊安 医疗系统 股份有限 公司	Unit 台	10	USD 56630	USD 566300
合计 Total						USD 566300

产品规格见附件 1。

Product specifications are attached as Appendix 1.

二、付款方式、条件和期限

II. Payment methods, conditions and deadlines

1、付款方式：电汇。

(Payment method: telegraphic transfer.)

Beneficiary's Name: OPTTEN TRADING LIMITED

Beneficiary's Bank Details: DBS Bank(China) Limited Shanghai Branch

Swift Code: DBSSCNSH

Account:

COUNTRY OF ORIGIN: P.R.CHINA

根据供应商的要求，向该帐户付款是买方认为适当的结算方式。供应商完全负责从该指定的第三方合作伙伴处收取款项。

Payment to this account, as requested by the Supplier, is considered proper settlement by the Buyer. The Supplier is solely in charge to collect the payment from this appointed third party partner.

2、付款条件：双方约定 100%预付款（款到发货、预付款、货到付款）；结算以人民币结算，且供方不承担汇率风险。

Payment terms: Both parties agree on payment to 100% advance payment (payment to delivery, advance payment, cash on delivery). The payment shall be in USD.

3、付款期限：在本合同签订后 8 小时内需方付清全部货款。

Payment period: The buyer shall initiate the full and irrevocable TT payment within 8 CET banking hours after the signing of this contract.

三、产品质量、验收

III. Product quality and acceptance

1、本合同项下的产品质量标准按照生产厂家确定的质量标准为标准。供应商声明货物是从工厂拆开的

原包装，并且由工厂保修范围内的买方购买。

The product quality standards under this contract are based on the quality standards determined by the manufacturer. Supplier declares that the goods are unpacked original from factory and that they are covered for the buyer by the factory's warranty.

2、在需方收到货物后应当对产品数量、包装、质量进行验收。如发现破损缺少或货物不符合质量要求，应在收到货物 7 日内，通知供方，并提供有关证明文件，包括运单、记录、验收报告。如在需方收到货物后 7 日内不向供方书面反映产品质量问题，则视为供方产品质量验收合格。

After receiving the goods, the buyer shall check the quantity, packaging and quality of the products before acceptance. If it is found that the goods are damaged or short in quantity or the goods do not meet the quality requirements, the supplier shall be notified within 7 days of receiving the goods and provide relevant supporting documents: including the waybill, records, and acceptance report. If the product quality problem is not reflected to the supplier in writing within 7 days after the buyer receives the goods, it is deemed to be qualified and accepted.

四、交付、运输

IV. Delivery, transportation

1、交货地点：FOB Shanghai Airport. (2020年4月30)

延迟交货的罚款为每天 0.03%。延迟超过五天，买方可以取消，供应商应退还总价。

Delivery place: FOB Shanghai Airport. April 30, 2020.

Penalty for late delivery is 0.03% per day. After 5 days buyer can cancel and supplier shall refund total price.

2、运输方式：由需方自行解决，且运费由需方承担。

Transportation mode: The transportation is handled by the purchaser, and the freight is borne by the purchaser.

3、需方因使用、保管、保养不善等自身原因造成产品质量下降的，不得向供方提出异议。

The purchaser shall not raise any objection to the supplier if its quality is degraded due to its own reasons such as poor use, storage and maintenance.

五、违约责任及免责

V. Liability for breach of contract and exemption

1、双方均应当按照本合同的约定全面、适当履行本合同所确定的合同义务。一方不履行或者不完全履行本合同的约定，均应当承担相应的违约责任。按《中华人民共和国合同法》及国家有关规定执行

Both parties shall fully and properly perform the contractual obligations set out in this contract in accordance with the terms of this contract. If one party fails to perform or to fully perform the provisions of this contract, they shall bear the corresponding liabilities for breach of contract. Implementation according to the Contract Law of the People's Republic of China and relevant national regulations.

2、因不可抗力致使本合同不能继续履行或造成的损失，双方互不承担责任。发生不可抗力事件时，因不可抗力无法履行合同义务的一方应当及时将不可抗力情况告知另一方，并在 7 日内提供证明不可抗力事件发生的正式文件。

Due to force majeure, the contract cannot continue to be performed or the losses caused, the two parties shall not bear responsibility for each other. The party who is not able to perform the contract due to force majeure shall inform the other party of the situation of force majeure as soon as possible, and shall provide official documents to prove the happening of force majeure in 7 days.

六、紧急及突发情况相关约定

VI. Emergency and emergency related agreements

如遇紧急及突发事件，厂家加急生产，但因需求量过大及物流情况不确定，目前所有订单需付款预定。实际发货时间及数量均以实际到货为准，届时数量如需变动，都需根据实际情况另行商定且产品不退不换。

In case of emergencies, manufacturers expedite production, but due to excessive demand and uncertain logistics conditions, all orders currently need to be paid for reservation. The actual delivery time and quantity are based on the actual arrival. Any change in quantity need to be separately agreed according to the actual situation and the product is non-refundable.

七、争议解决

VII. Dispute resolution

1. 本合同项下发生的争议，应由双方协商解决。协商或调解解决不成的，可依法向供方所在地有管辖权的人民法院提起诉讼。

Disputes under this contract shall be settled by both parties through negotiation. If the negotiation or mediation fails to resolve the issue, a lawsuit may be filed in the local people's court according to law.

2.中英文具有同样效力。

This Contract is executed in both Chinese and English.

八、其它

VIII. Other

1、本合同一式贰份，双方各持壹份，具有同等法律效力，本合同自双方盖章之日起生效。

This contract is in duplicate, each party holds one, and has the same legal effect; this contract takes effect from the date of the seal of both parties.

2、本合同按《中华人民共和国合同法》和中国有关法律法规执行。

This contract shall be implemented in accordance with the "Contract Law of the People's Republic of China" and relevant Chinese laws and regulations.

3、双方按照下列确认的联系地址、电话等发生变化的，应当及时通知到对方。在未通知到对方前，一方按本合同列明的联系方式无法与对方联系的，由相对方承担相应的责任。

If the contact addresses and telephone numbers confirmed by the two parties change in accordance with the following, the other party shall be notified in a timely manner. If the other party cannot contact the other party according to the contact details specified in this contract without notifying the other party, the opposite party shall bear corresponding responsibilities.

供方：江苏亿家亮科技有限公司

Supplier:

供方地址：高邮市菱塘回族乡清真路9号

联系方式：

Contact:

邮政编码：

Postal code:

税号：

Tax ID:

需方：Ministry of Foreign Affairs and Trade
of Hungary, Külképviseletok Igazgatósága

需方地址：1027. Budapest, Bem rkp 47, Hungary

联系方式：supply@oathayadvisory.com

邮政编码：

开户银行：

银行账号：

