



INTERNATIONAL SALES CONTRACT 进出口销售合同

Contract No./合同号: 2020SMIC-030

Date/日期: 16th Apr 2020

The Seller / 卖方:

The Buyer / 买方:

SHANGHAI MEDICAL INSTRUMENTS IMPT
& EXPT CO., LTD. 上海医药进出口有限公司

MINISTRY OF FOREIGN
AFFAIRS AND TRADE

Address: Room 201, D Building, No.515, Ju Jia
Qiao Road Pudong Shanghai, 200136 China ZIP
CODE: 200136

Address: Bem Rakpart 47, 1027
Budapest, Hungary

represented by Dr. Csaba Balogh,
Minister of State

The Seller and the Buyer hereby agree as follows:

卖方和买方就此达成以下协议:

Part A: Description of the Goods (部分 A: 货物描述)

Product and Specification 产品和型号	Quantity 数量	Unit Price 单价	Delivery Period 交货日期	Total Amount 总价
Ventilator SC-5 (future) 呼吸机 SC-5 (期货) (Details per attachment 详见附件)	100 UNIT	17,145.00 USD	Before May 31, 2020	1,714,500.00 USD
Ventilator SC-5 (future) 呼吸机 SC-5 (期货)	150 UNIT	17,145.00 USD	Before June 30,2020	2,571,750.00 USD

(Details per attachment 详见附件)

SAY TOTAL FOUR MILLION TWO HUNDRED AND EIGHTY SIX THOUSANDS AND TWO HUNDRED FIFTY USD ONLY (USD 4,286,250) FOB SHANGHAI 总价美金肆佰贰拾捌万陆仟贰佰伍拾元整 FOB 上海

Part B: Other details (部分 B: 其它详情)

1. Bill to Payer (付款人): SAME AS THE BUYER 与买方一致

2. Ship to / Consignee (收货人):

MINISTRY OF FOREIGN AFFAIRS AND TRADE 匈牙利对外经济与外交部

Address(地址): 1027 BUDAPEST, BEM RKP. 47.

Contact number (联系电话):

3. Notify Party (或通知人):

4. TIME OF SHIPMENT (装运时间):

FIRST SHIPMENT SHALL BE WITHIN 60 DAYS AFTER RECEIPT BY THE SELLER OF THE PURCHASE PRICE AS PROVIDED FOR IN PART C, EXCEPT OTHERWISE AS PROVIDED IN THE CONTRACT. 卖方收到部分 C 中约定的货款之后 60 天内, 再运第一批货物本协议另有约定除外

PORT OF LOADING (装货港):

SHANGHAI Airport / 上海机场

5. PORT OF DISCHARGE (卸货港): Ferenc Liszt International Airport Budapest 匈牙利布达佩斯李斯特机场

6. PACKING INSTRUCTIONS (包装说明):

i) Unless otherwise specified in the contract, the Goods shall be packed by export-standard protective measures. Such packing shall be suitable for long distance ocean/air and inland transportation and protected against dampness, moisture, shock, rust and rough handling.

除本合同中另有明确说明, 货物应当按照出口标准的保护方式来包装。该包装应适于长途海/空运以及内陆运输且能防湿、防潮、防震、防锈以及粗率处理。

ii) On the surface of each package, the package number, measurements, gross weight, net weight, the lifting positions, such cautions as "DO NOT STACK UPSIDE DOWN", "HANDLE WITH CARE", "KEEP AWAY FROM MOISTURE" and the following shipping mark shall be stenciled legibly in fadeless paint.

卖方应在每件商品包装上用不褪色油墨标明件号、毛重、净重、尺码和如下字样: "切勿受潮"、"小心轻放"、"此端向上"等等, 以及唛头。

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SHANGHAI, CHINA

7. DOCUMENTS TO BE PROVIDED (需提供的文件)

The Seller shall present the following documents to the Buyer at the time of the Loading of the Goods.

卖方应向在货物装运之时向买方提供以下文件:

(1) Three copies of commercial invoice.

3 份商业发票

(2) Three copies of packing list.

3 份装箱清单

(3) Certificate of quality in 1 copies issued by manufacturer.

生产商发授的 1 份质量证明文件



8. COUNTRY OF ORIGIN OF GOODS Manufacture (货物原产国/生产商):

China/中国

9. Limitation on Warranties (保证责任限制):

The Seller's warranties extend to the customer of the Buyer, the original purchaser, and the original purchaser is allowed to claim on behalf of the Buyer under this Contract, subject to the other terms and conditions.

卖方的保证适用于买方的客户，即最初的购买者，最初的购买者可代表买方依据本合同的条款提出各项请求。

10. Delay, Suspend or Cancel the Contract (延迟、中止或解除合同 DELAY, SUSPEND OR CANCEL THE CONTRACT)

The seller shall have the CF registration on file no later than the first delivery period, if the seller failed to this obligation, the buyer has the right to cancel this purchasing order, and the seller shall refund all the received amount from the buyer in 3 working days.

卖方承诺不晚于交付第一批货物之前提交CF注册，并获得CF认证公司的受理单。如果卖方在交付前注册失败，买方有权决定取消这笔交易，卖方须在3个工作日内全额退还买方已经支付的货款。

If the Buyer terminates the Contract unilaterally, the Seller is entitled to require the liquidated damages as follows: (i) 10% of total contract price for universal products, or (ii) manufacturing costs incurred by the Seller, added 30% of the total contract price for particular products.

如买方单方面解除本合同，则卖方有权要求买方支付以下违约金：(i) 对于通用产品，合同总价款的10%；(ii) 对于特定产品，卖方已往费的制造成本，再加上合同总价的30%。

Part C: Payment Terms 部分 C: 支付条款

50% DOWN PAYMENT BY T/T IN ADVANCE AND THE OTHER 50% PAYMENT BEFORE SHIPMENT 付款方式：50%电汇预付，每批机器交付前支付余下50%。

自合同签订后，甲方以【银行转账】方式向乙方支付本合同约定的合同金额50%作为订货款定金。每批及其交付前付该批机器的50%余款。After the signing of the



contract. The Buyer shall pay to The Seller the 50% of the contract amount on the signature day as the order security in the form international bank transfer. The rest 50% of each batch should be pay before delievery of the exact batch.

1.2 由于货物为疫情物资，现货或期货数量变动较大，如乙方无法满足甲方的需求数量，需在2个工作日内返还差额部分货款至甲方付款账户。

As the goods are epidemic materials, the quantity of the spot or futures changes greatly. If the Seller can not perform the demand of The Buyer, the prepaid amount of the non-performed Goods shall be returned to the Buyer's payment account within 2 working days.

The Buyer shall pay the purchase price to the following account of the Seller:

买方须将货款总价按上述方式通过转账付于卖方如下账户：

公司名称 NAME: **Shanghai Medical Instruments Impt. & Expt.Co.,ltd**

开户行/BANK NAME: **Bank of China Shanghai Branch**

银行账号/AC NO.: ,

SWIFT 代码/CODE: ,

银行地址 BANK ADDRESS: **No.23 Zhongshan east (1)Road Shanghai, China**

Part D: Delivery Terms 部分 D: 交付条款

100 units (futures) will be delivered within before May 31, 2020, and 150 units(Futures) will be delivered before June 30, 2020. 其中100台于2020年05月31日之前发货，150台于2020年06月30日之前发货。

Part E: Others 部分 E: 其它条款

1. This Contract is entered into between the Seller and the Buyer on the date written above and is subject to *Shanghai medical instruments's General Terms & Conditions of Sale* in force at the date hereof, which are attached hereto. In case of any conflicts with this Contract, the provisions of this Contract shall prevail.

本合同由卖方和买方于上面所载之日期依据所附的上海医疗器械一般销售条款和条件签订，其与本合同冲突部分，优先依据本合同执行。

2. FORCE MAJEURE 不可抗力:

During the manufacturing, shipment or transmit period of the goods, the Sellers shall not be held responsible for any delay in delivery or none delivery of the goods due to Force Majeure. However, the Sellers shall advise the Buyers immediately of such occurrence and within fourteen days thereafter, shall send by registered mail to Buyers for their acceptance a certificate issued by the competent government authorities of the place where the accident occurs as evidence thereof. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than ten weeks, the Buyer shall have the right to cancel this Contract.

无论在商品制造期间或商品装运或转运期间，如有不可抗力事件发生，卖方将不对因此而导致的逾期或不能交货负责。此时，卖方应立即将不可抗力事件通知买方，并于通知后十四天内以挂号信方式向买方提供一份由不可抗力事件发生地有权政府机关出具的不可抗力事件证明。在这种情况下，卖方仍有义务尽其最大努力尽速交货。如不可抗力事件持续超过 10 周，买方有权撤销合同。

3. Compliance Provisions 合规条款

With respect to laws relating to corruption, commercial bribery, and money laundering, the Buyer represents and warrants that with respect to activities involving the Seller's products or services,

买方声明并保证在与卖方的产品和服务相关的业务活动中遵守反腐败、反商业贿赂、反洗钱的法律。

4. Entire agreement 全部协议

This agreement and the documents referred to in it constitute[s] the whole agreement and understanding of the parties and supersede[s] any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement. Each party acknowledges that, in entering into this agreement, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in this agreement [or the documents referred to in it].

本协议及其中提及的文件构成双方之间的全部协议和谅解，并取代双方此前有关本协议主题事宜的任何安排、谅解或协议。每一方确认，在签订本协议时，除本协议或本协议中提及的其他文件有明确规定外，该方未依赖任何声明、陈述、保证或担保（而无论该声明、陈述、保证或担保是在疏忽或无意情况下作出）。

Each party agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in this agreement.

每一方同意，除非本协议另有明确规定，应排除对任何陈述的所有责任和救济。

5. Rights of third parties 第三方的权利

Nothing in this agreement is intended to grant to any third party any right to enforce any term of this agreement or to confer on any third party any benefits under this agreement, unless expressly agreed to in writing by Seller.

本协议无任何内容旨在向任何第三方授予强制执行本协议之任何条款的权利, 或向任何第三方给予本协议项下的任何利益, 但卖方以书面方式明确同意除外。

6. This Contract is made in both Chinese and English. In case of any discrepancies, the Chinese version shall prevail

本合同以中英文书就。如两者有任何不一致, 以中文版本为准。

7. Address of Contract signing 合同签署地

No.515 Ju Jia Qiao Road Pudong, Shanghai, China 上海市浦东新区居家桥路 515 号

Both parties have read and understood the points of this Agreement and have agreed to all of its stipulations, as they affirm with their signatures. The Agreement has been signed in ... identical original copies, ... of which are in the possession of the Buyer and ... of which is in the possession of the Seller.

This Contract comes in force as of the date indicated at the beginning of this Contract after both Parties seal below:

本合同由下述日期起, 可在本合同开始处标注的日期生效:

The Seller 卖方

The Buyer 买方

SHANGHAI MEDICAL INSTRUMENTS IMPI
& EXPT CO., LTD

MINISTRY OF FOREIGN AFFAIRS AND
TRADE, dr. Csaba Balogh, Minister of State

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