

合 同
CONTRACT

日期: 2020/04/06
Date: April 06, 2020
合同编号: BT20200407
Contract No.:
签约地点: 上海, 中国
Signed at: Shanghai, China

买方: Ministry of Foreign Affairs and Trade of Hungary
Buyer: Ministry of Foreign Affairs and Trade of Hungary

地址:
Address: Budapest, Bem rakpart 47, Hungary
邮编:
Postal Code: 1027
电话:
Tel: +36 1 458 1000

传真:
Fax: :

卖方: 江西沪信科技有限公司
Seller: Jiangxi Luxin Technology Co., Ltd
地址: 江西省上饶市信州区大市场二期 C4 幢 7 号

电话: 0793-8030035
Tel: :

传真:
Fax: :

兹经买卖双方同意成交下列商品订立条款如下:
The undersigned Seller and Buyer have agreed to close the following transaction according to the terms and conditions stipulated below:

1. 商品

货物名称、规格、包装、及装运唛头 Description of Commodity, Specifications, Packing and Shipping Marks	数量 QUANTITY	单价 UNIT PRICE	金额 AMOUNT
Beijing Aerospace-ACM812A Ventilator	200	USD 38,298.00	USD 7,659,600.00
Resmed-Stellar 100 Ventilator	200	USD 44,680.00	USD 8,936,000.00
总计 Total sales price	400	—	USD 16,595,600.00



2. 付款条件

Terms of payment

本合同所售货物按照以下规定付款:

This contract payment terms will be made with payments in accordance with following:

装运前 100%付款。买卖合同双方签署的次日买方支付全额的 80%款项, 装运前支付 20%的尾款。

100% payment before delivery: 80% of the total sale price shall be arranged by TT on the second day the Contract is signed by both parties, the rest 20% shall be paid by the buyer before the delivery to the port

3. 包装及唛头

Packing and Marking

包装:产品内外无品牌标志, 内垫安全泡沫, 因包装引起的损伤由卖方负责。

Package : without trademark on it, with safety bubble fixed, the damage cost will be covered by Seller.

4. 交货与装运期限

Time of delivery and shipment

4.1 买方须在 2020 年 4 月 9 日前支付 80%货款, 与 4 月 10 日交货前支付剩余货款, 由买方到指定地点自行提货。

4.1 Buyer need make 80% payment before April.9, and products would be picked up at the designated place by the buyer on April.10 after received 100% payment.

4.2 卖方须运送货物至上海国际机场。同时卖方负责货物的清关手续—包括出口手续, 出口许可和证书, 确保货物可以顺利装载至以下航班:

4.2. Seller shall deliver the Goods ready for further international shipping to Shanghai International Airport. Seller is responsible to procure all necessary documentation - including outbound customs procedures, permits and licences – for the goods to be loaded into the following flight:

Airline: Etihad Cargo

departure time: 11th April, 2020 23:30 (time zone: GMT+8)

Further flight details will be provided by Buyer until 8th April, 20:00 (GMT+1)

4.3 卖方承诺, 为使货物顺利装载, 保证货物须在北京时间 4 月 10 日到达买方指定地点, 任何航班号, 出发时间的变动都会以邮件形式沟通。

4.3. Seller acknowledges, that for the loading procedure to be in order, the goods shall arrive at the given location no later than 10th of April, 2020, 14 hours 00 mins (time zone: GMT+8). Any changes in flight number, departure time shall be communicated via electronic mail.

5. 违约责任



Liability for breach of contract

5.1 因卖方交货延迟原因致使买方的出口合同不能履行的, 买方有权解除本合同, 所产生的相关损失由买卖双方协商赔偿。

If by Seller's delay of the production time make the Buyer failed perform the contract, The Buyer has the right to cancel this contract; the loss must be negotiated by both parties.

5.2 买方应以最初确认的客观实物的材质和下订单前确认的形状尺寸作为验货的标准, 如卖方由于其他非人为的自然因素, 无法按时交货, 将不属被索赔范围之内。双方同意在货品交接后卖方不提供技术服务和技术支持 (买方应联系品牌方提供全球技术服务)

The inspection of the Buyer should be based the standard as which initial model confirmed. If the Seller can not delivery the goods on time due to other non-human natural factors it will be not in the scope of the claim. Both parties agree that the seller shall not undertake the maintenance services. The buyer shall contact the manufactory's appoint global technical maintenance service dept.

6. 解决合同纠纷的方式

The way to resolve contract disputes

执行本合同发生争议, 由当事人双方协商解决, 协商不成, 双方同意由签约地人民法院管辖诉讼解决。

The implementation of this contract dispute, resolved through consultation by both parties, negotiation fails, Both sides agreed to appeal to the local People's Court in the contract signing place.

7. 合同份数与生效

Contract copies and effect

7.1 本合同一式两份, 双方各执一份, 合同自签字与盖章之日起生效, 货物在出发港交割后失效。

The contract is done in duplicate. Each of the parties should holds one copy. The contract comes into force from the date of signing and official seal and terminate when the goods are handover to buyers at the port.

7.2 本合同双方签字确认并盖章的传真件有效, 但传真复印件无效。

Faxes signed and sealed by both parties is effective. But the copies of faxes are invalid.

Handwritten marks and a date stamp "2019" are visible on the right side of the page.

卖方: 江西泊信科技有限公司
Seller: Jiangxi Luxin Technology Co., Ltd
(盖章 Stamp)

授权代表:
Authorized Representative:
(签字 Signature)



出口和收汇代理方: 上海择灵商贸有限公司
Export & Payment Collecting Agent: Shanghai
Zillion Commerce and Trade Co., Ltd.

开户银行: 中国银行上海浦东分行永泰路支行
Bank: Bank of China (Shanghai PuDong Branch
YongTai Road Sub-Branch)

银行地址: 中国上海市浦东新区永泰路 1139 号
Bank Sub-Branch address: No. 1139 YongTai
Road PuDong New District Shanghai P. R. China

银行帐号: 453377784123
Bank account:
Swift code: BKCHCNBJ300

联系地址: 上海市浦东新区沪南路 2218 号西楼
711 室
Company Address: Room 711 West Tower No.
2218 HuNan Road Pudong New District Shanghai
P. R. China

Address: 邮政编码:
Zip code: 201204
电 话: 86-21-68812300
Tel: {
传 真:
Fax: 8

Preach true:
签订日期: 2020-04-06
Signing date: 2020-04-06

买方 Buyer: Ministry of Foreign Affairs
and Trade of Hungary



授权代表:
Authorized Representative:
3-1. (签字 signature)
dr. Csaba Balogh Minister of State

开户银行:
Bank: Hungarian State Treasury
银行帐号:
Bank
account:
联系地址:
Address: Bem rakpart 47, Budapest
邮政编码:
Zip code: 1027
电 话:
Power word:
传 真:
Preach true:
签订日期:
Signing date: 2020. 04. 06.

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