

销售合同  
SALES CONTRACT

合同号码: GKQX-20200325-01  
Contract No.GKQX-20200325-01  
日期: 2020/3/25  
Date:2020/3/25

卖方 Seller	国药控股医疗器械有限公司 Sinopharm Group Med-Tech Co., Ltd.
地址 Address	上海市中山西路 1001 号国药大厦 8 楼, 200051 8F, Sinopharm Plaza, No. 1001 West Zhongshan Rd, Shanghai, China, 200051
电话 Tel	86-21- 23051598
电子邮箱 E-mail	
户名 Account Name	国药控股医疗器械有限公司 Sinopharm Group Med-Tech Co., Ltd.
开户行 Bank of Deposit	中国银行股份有限公司上海市杨浦支行 Bank of China Shanghai Branch Yangpu sub-branch
账号 Account No.	441677882616

买方 Buyer	Embassy of Hungary
地址 Address	No.1, Fuxingmennei Street, Xicheng District, Beijing
电话 Tel	
电子邮箱 E-mail	
户名 Account Name	Embassy of Hungary
开户行 Bank of Deposit	Bank of China
账号 Account No.	778350020752

买卖双方经协商同意按下列条款成交:

The undersigned Seller and Buyer have agreed to close the following transactions according to the terms and conditions set forth as below:

1. 货物名称、规格、单价、数量 (见附件 1)

Name, Specifications, Unit Price and Quantity (see attachment 1)

2. 总价: \_\_CNY5,040, 000.00\_\_  
Total Amount: \_\_ CNY5,040,000.00\_\_

3. 交货期限, 交货地点

Time of Delivery, Location of Delivery

交货期限: 买家会在飞机起飞前二十四小时通知, 但是最早不早于 3 月 27 日 24 点前。

Time of Delivery: Delivery time will be settled by the buyer 24 hours before the flight goes but no earlier than 24:00 pm on the 27<sup>th</sup> of March.

交货地点: 上海浦东国际机场

Location of Delivery: Shanghai Pudong International Airport.

4. 付款条件

Terms of Payment

100% T/T PAYMENT IN ADVANCE

5. 配置清单 (见附件 2)

Configuration List (see attachment 2)

6. 产品验收

Product Acceptance

买方或其承运人应在到货时当场清点件数, 检查外包装是否完整, 如发现货物短少或破损, 或是发现产品的品种、型号、规格、花色和质量不合规定的, 买方应在 2 日内书面通知卖方。卖方收到书面通知后 2 个工作日内做出答复, 并在 10 个工作日内处理完毕。

The Buyer or its carrier shall count the number of packages at the time of arrival, and check whether the outer package is complete. If the goods are found to be short or damaged, or the variety, model, specification, design and quality of the products are found to be unqualified, the buyer shall notify the Seller in writing within 2 days. The Seller shall reply within 2 working days after receiving the written notice and complete the handling within 10 working days.

7. 品质/数量异议

Quality/Quantity Discrepancy

如买方提出索赔, 凡属品质异议须于货物发出之日起 15 天内提出, 凡属数量异议, 须于货物发出之日起 5 天内提出。对所装货物所提任何异议属于保险公司、轮船公司、其他有关运输机构或邮递机构所负责者, 卖方不承担违约责任。买方未按上述规定期限提出书面异议的, 视为所交产品符合合同规定。

In case of quality discrepancy, claim should be filed by the Buyer within 15 days after the delivery of the goods, while for quantity discrepancy, claim should be filed by the Buyer within 5 days after delivery of the goods. It is understood that the Seller shall not be liable for any discrepancy of the goods shipped due to causes for which the Insurance Company, Shipping Company, other Transportation Organization /or Post

Office are liable. If the Buyer fails to raise a written objection within the time limit specified above, the delivered products shall be deemed to be in conformity with the provisions of the contract.

买方因使用、保管、保养不善等造成产品质量下降的，不得提出异议。

If the quality of Buyer's product declines due to improper use, storage and maintenance, it shall not raise any objection.

#### 8. 安装、保修及售后服务

Installation, Warranty and After-Sales Service

考虑到疫情的特殊性，卖方及厂家均不负责现场安装、保修及售后服务，由买方负责。目前厂家准备了大量的培训视频可进行远程培训，以保证装机的指导和售后问题的及时反馈和跟进。

Considering the fact of the epidemic, neither the Seller nor the manufacturer is responsible for the on-site installation, warranty or after-sales service. Instead, the Buyer is responsible for the above-mentioned issues. At present, the manufacturer has prepared a large number of training videos for remote training to ensure a timely feedback and follow-up of installation guidance and after-sales issues.

#### 9. 卖方违约责任

Seller's Liability

出卖人不能交货的，应在交货期满3日内全额退还货款。

If the Seller is unable to deliver the goods, it shall return the full amount of the payment within 3 days after the expiration of the delivery period

#### 10. 不可抗力

Force Majeure

由于发生人力不可抗拒的原因，致使本合同不能履行，部分或全部商品延误交货，卖方不承担违约责任。本合同所指的不可抗力系指不可干预、不能避免且不能克服的客观情况。

The Seller shall not be held responsible for failure or delay in delivery of the entire lot or a portion of the goods under this Sales Contract in consequence of any Force Majeure incidents which might occur. Force Majeure as referred to in this contract means unforeseeable, unavoidable and insurmountable objective conditions.

#### 11. 其他

Others

通过电子邮件和/或传真发出的合同扫描件与合同原件具有同等法律效力。合同如有未尽事宜，须经双方共同协商，作出补充约定，补充约定与本合同具有同等效力。

The contract's scan copy by e-mail and/or fax copy have the same legal effect as original. In case of any matters not mentioned in the contract, both parties shall negotiate and make supplementary provisions, which shall have the same effect as this contract.

#### 12. 仲裁

**Arbitration**

因凡本合同引起的或与本合同有关的任何争议, 如果协商不能解决, 应提交上海国际经济贸易仲裁委员会, 按照申请仲裁时该会当时实行的仲裁规则进行仲裁。仲裁裁决是终局的, 对双方均有约束力。

Any dispute arising from or in connection with the Sales Contract shall be settled through friendly negotiation. In case no settlement can be reached, the dispute shall then be submitted to Shanghai International Economic and Trade Arbitration Commission for arbitration in accordance with its rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

**13. 通知**

**Notices**

所有通知用\_英文\_写成, 并按照如下地址用传真/电子邮件/快件送达给各方。如果地址有变更, 一方应在变更后\_3\_日内书面通知另一方。

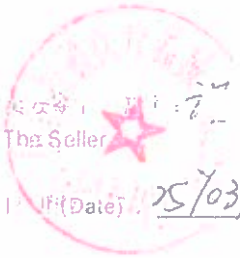
All notice shall be written in \_English\_ and served to both parties by fax/e-mail /courier according to the following addresses. If any changes of the addresses occur, one party shall inform the other party of the change of address within three days after the change.

**14. 本合同为中英文两种文本, 两种文本具有同等效力。当中文本与英文文本冲突时, 以中文文本为准。**

This Contract is executed in two counterparts each in Chinese and English, each of which shall be deemed equally authentic. The Chinese version should be treated as standard if there is any dispute of understanding.

**15. 本合同一式两份, 自双方签字之日起生效。**

This Contract is in two copies effective since being signed/sealed by both parties.

卖方 (The Seller)   
日期 (Date) 25/03/2020

  
Magyarorszag Nagykövetsége  
Embassy of Hungary  
Beijing  
4.

25,02,2020

2020.03.25