



PEC PROCUREMENT CONTRACT

PEC 采购合同

Date 日期: _____

Reference 关于: _____

1) Contracting Parties

This agreement is established by the following contracting parties:

PEC Test & Manufacturing Equipment (shanghai) co., ltd. (PEC, hereafter)

Block 2, Ground floor, JiHong Rd. 58
MinHang Zone
Shanghai 201107

Below named the Buyer, represented by Mr. Raf Goossens, Executive Director
And

Below named the Supplier, represented by (NAME,TITLE)_____

Buyer and Supplier are hereafter referred to collectively as "Parties" and individually as "Party".

2) Subject of Delivery

The Seller shall at his own risk and expense in all respects deliver the Goods and Services at the place(s) mentioned in the Purchase Order; delivery to be done by the seller, in the manner and at the time(s) specified in the Purchase Order (Schedule I).

Trade terms specified will conform to the definitions adopted by the International Chamber of Commerce INCOTERMS.

For a detailed description of the contracted contents we refer to the Purchase Order (Schedule I) and the quotation by the Supplier. In case of contradictions between the contract and the quotation, the contract will prevail.

The detailed Due Dates for the agreement for each individual project is subject of the purchase order. The delivery time mentioned in the Purchase order (Schedule I) is essential.

3) Contract Price

The compensation "Contract Price". of the activities described above is mentioned in the Purchase Order (Schedule I)

The compensation of the Supplier includes all

1) 合同部分

这份合同由以下双方法人共同签署:

派依克节能设备(上海)有限公司
(这里简称“PEC”)

Block 2, Ground floor, JiHong Rd. 58
MinHang Zone
Shanghai 201107

代表”买方”,
法人代表 Mr. Raf Goossens, 执行总裁
和

代表”卖方”, 法人代表

买方和卖方分别代表合同中的“一方”, 并且合称“双方”

2) 交货

卖方要承担所有责任和费用, 将约定的货物或服务交付到定单中规定的地点. 如果定单中有规定, 按照采购订单(附表一)中规定的方式和时间, 由卖方进行交货.

相关贸易术语和条款的定义取决于国际贸易商会 INCOTERMS 的内容.

有关合同内容的详细描述, 我参考采购订单(附表 1)和供应商的报价书. 如果合同和报价有矛盾, 以合同为准.。

每个单独项目的协议的详细截止日期以采购订单为准. 采购订单(附表 I)中的交货时间至关重要。

3) 合同总价

上述提到的活动的“合同总价”已经在采购订单(附表 I)中描述。

contract related costs and all other charges and claims. The Supplier cannot enforce any extra charges under any claim for the performance of the jobs described in this Contract.

The Compensation of the Supplier contains all related costs of the activities described in the Purchase Order (Schedule I)

- a) All costs related to production including raw materials, tooling etc.
- b) All costs related to required certificates and licenses,
- c) All costs related to the as planned and as built documentation
- d) All costs related to the coordination of eventual Subcontractors,
- e) All needed documents to be delivered in English or Chinese translated.

The Supplier is responsible for paying the salaries, expenses, accommodation, provision of required legal or any other conditions of the involved employees, as well as for the availability of all required equipment and tools and working/storage area related to this contract.

Optional contract extensions will be quoted by the Supplier and can be ordered separately by the Buyer under the Terms and Conditions of this contract. They will be invoiced as they occur. All contract extensions are subject to an order in writing.

4) Billing/Payments

The Buyer will release payments by bank transfer at finishing of the production and acceptance of the goods by the Buyer, against the ORIGINAL COPIES of the following:

- a) All needed shipping documents
- b) The by PEC undersigned positive acceptance report.
- c) All requested other documents (Material certificate of origin, Surface treatment Certificate, Invoices/bank statements proving such)

In case of delayed payment the Supplier can vindicate the right against the Buyer for an interest on overdue payment, according to the interest rate of the People's Bank of China as it is on the day of default.

Unless otherwise agreed in the purchase order, partial shipping will not result in partial payments.

Unless otherwise agreed in the purchase order, the payments of the Supplier's invoices are due 60 days net after the receipt of a correct invoice. The payment will be made directly by

供应商的价格包含定单中规定的货物和其他相关费用。对于履行本合同所述工作的任何索赔，供应商不能要求合同内容以外的费用。供应商的价格包含采购订单（附表一）所述活动的所有相关价款。

以下是供应商提供的定单中描述的费用：

- 生产相关费用，包含原材料，工具等各种证书和执照文件费用
- 与计划和建立文件相关的所有费用。
- 与最终分包商协调有关的所有费用。
- 所有文件必须要英语或翻译成中文。

供应商负责他的员工工资，住宿等相关费用，提供所需的法律条件或有关雇员的任何其他条件，还有会用到的设备和工具等，以及与本合同有关的所有必需的设备和工具以及工作/存储区域的可用性。

如果有附加合同，将由供应商提供报价，并可由买方根据本合同的条款和条件单独订购。买方将在发生时开具发票。所有合同的附加或延期续约都将会是个书面订单。

4) 票据和付款

买方将在产品完工再经由他们自己验收货物后通过银行转账付清货款，包含以下文件的原件复印件：

- 相关运输文件
- 由 PEC 签署的验货合格报告
- 其他相关文件(材料原产地证明，表面处理证明，采购发票，银行底单等)

如果付款延迟，卖方有权要求买方在总额的数字上赔偿逾期还款利息，利率以中国人民银行违约当日利率为准。

除非采购订单另有约定，否则分批运输不会导致为此分批运输付款。

除非采购订单另有约定，应在收到正确的发票后 60 天内到期付款。付款将由买方直接转到在供应商的发票上标明的银行帐号中。

the Buyer to the either the bank account number, which is indicated on the invoice of the Supplier,

5) Order Changes

The Buyer reserves the right to change any one more of the following in writing, at any time:

- a) Technical Specifications
- b) Production quantity
- c) Method of packaging, packing or shipment
- d) Place and/or time of delivery

If any such change causes an increase or decrease in the cost of or the time required for Supplier's performance, a commensurate adjustment may be made in price or delivery schedule or both, at Buyer's option and discretion. Any claim for adjustment by the Supplier shall be deemed waived unless asserted in writing within thirty (30) days from the receipt by the Supplier of the change. Nothing contained in this clause shall relieve the Supplier from proceeding without delay to perform any such changes.

6) Procedure for acceptance, transfer title of ownership and risk

QUALITY OF THE GOODS

All Goods must satisfy our requirements and be free from all defects or other faults. The Buyer has the right to inspect the Goods at the Suppliers premises upon reasonable notice. In the event of non-compliance of the Goods, the Buyer has the right to enforce the Supplier to replace or correct his mistakes at maximum speed. On his sole discretion, the Buyer has the right to accept not-compliant goods, subject to a reasonable reduction in price. The Supplier will repay all amounts that (i) were paid by the Buyer, in respect of those Goods for which the Supplier has failed to replace or correct the delivery; or (ii) supply to the Buyer and reimburse the Buyer for all costs that the Buyer has reasonably incurred in obtaining the Goods from another source.

INSPECTION AND TESTING

a) Before Manufacturing the Goods, Supplier shall produce a production sample and sent this to the Buyer. The Buyer shall carefully inspect and test this sample for compliance with this Agreement. Buyer shall inform the Supplier about eventual needed modifications and the

5) 修改定单

买方保留对以下内容随时可以修改的权利：
技术说明
生产数量
包装方式，运输方式
交货地点和时间

如果以上修改导致供应商履行的成本或时间增减, 买方将买方可以自行选择并酌情对价格或交货时间表进行相应的调整。除非供应商收到变更后三十(30)天内书面声明, 否则供应商的任何调整的主张均应被视为放弃。本条款包含的任何内容不能成为供应商因履行这些修改而延期交货 的理由。

6) 验货方法, 物权交接和风险

产品质量

所有的产品必须符合技术要求, 不能有缺陷和其他瑕疵。买方通过合理的通告, 拥有在卖方地点进行抽检和验货的权利。如果出现不符合要求货物的情况, 买方有权利迫使卖方用最快的速度换货或改正错误, 或者买方可自行决定批准不合格的货物, 但是要合理的降低价格. 供应商必须偿付: (i) 由买方已经支付的, 不能换货或改正 交货的货物价格, (ii) 向买方提供并偿还所有买方为从另一来源获得货物而导致的所有费用。

检测和验收

在生产之前, 供应商要首先提供样品并将其发送给买方, 让买方检测。买方要仔细的根据技术要求进行检测。买方根据样品检测结果通知卖方最终需要的修改。如果需要修改, 卖方应根据买方意见重新制作样品供检, 直到达到合格标准。供应商在收到买方出具签字的样品检测合格报告之前, 不能开始任何生产。

交货之前, 供应商要仔细的根据技术要求对货物进行质检, 检测报告要真实。如果买方要求, 卖方应向买方提前及时通知关于此检

Supplier shall, if so requested by Buyer, make a new production sample until achieving the required result. **THE SUPPLIER WILL NOT START ANY PRODUCTION BEFORE RECEIVING A WRITTEN APPROVAL OF THE PRODUCTION SAMPLES.**

b) Before delivering Goods, Supplier shall carefully inspect and test them for compliance with this Agreement. Seller shall, if so requested by Buyer, give Buyer reasonable notice of such inspection or tests and shall permit Buyer or its representative to be present. Supplier shall keep proper records of all such inspection and tests and supply Buyer with copies of such records upon Buyer's request.

c) After production and inspection of the goods by the Supplier, the Supplier invites the Buyer for the on-site acceptance tests. In the event of defects, the Buyer may at its option choose to repair, sort and/or rework in such manner as it sees fit any delivered Goods, which do not comply in all respects with the Specifications. Supplier shall reimburse Buyer upon receipt of Buyer's invoice for all costs associated therewith. Buyer may deduct such expenses from any payments due Supplier hereunder. **THE SUPPLIER WILL NOT SHIP ANY PRODUCT BEFORE RECEIVING A WRITTEN ACCEPTANCE REPORT FROM THE BUYER.**

d) The Buyer shall have the right to inspect the Goods during manufacturing or processing, where appropriate or while stored under the Suppliers control. If the Buyer exercises such right, the Supplier shall provide such facilities as may be reasonably required therefore by the Buyer.

e) If Buyer determines after any inspection or tests of Goods (whether before or after delivery) that the Goods are not in conformance with any provision of this Agreement, Buyer may, without prejudice to any other rights Buyer has under this Agreement, return Goods to the Supplier at the Suppliers expense and the Supplier shall deliver conforming Goods within the applicable lead time or as otherwise agreed upon by the parties.

f) Title to the Goods shall pass to the Buyer free from all encumbrances upon delivery of or payment for the Goods, whichever occurs first, subject to any right of the Buyer to reject or return the same.

g) The risk of loss is transferred to the Buyer at the delivery of the Buyer's site.

查和测试，邀请买方或其代表在供应商所在地进行验货。供应商应保存所有这些检查和测试的记录，并根据买方的要求向买方提供这些记录的副本。

供应商自己对产品检测合格后，邀请买方在供应商所在地进行现场验货。买方根据技术要求对不合格、有缺陷的货物返工，换货，修改等。供应商要根据买方的发票补偿因为这些而产生的费用和时间延误，买方也可以在对供应商的付款中减去这些费用。供应商在收到买方出具签字的的验货合格报告之前，不能开始任何交货性运输。

买方有权利在生产或加工货物过程中在适当的情况下，或在供应商的控制的仓库里进行抽检。如果买方需要进行这种检测，供应商应根据买方要求提供充足的场地，设施和条件。

检测结束后（包含交货前和交货后的检测），如果买方确定产品与此合同中规定和技术要求不符，买方可以在不损害买方根据本协议规定的任何其他权利的情况下，将货物退还给供应商，相关费用由供应商承担。供应商应在最快的时间内提供合格的货物或者按照双方另有协商的规定而履行。

货物的所有权在交货或者付款后完全由买方拥有，免除所有产权负担。不论交接之前或之后有相关所有权的意外，买方保留拒绝和退还的权利。

损失风险在买方的地点交付时转移给买方。

7) Intellectual Property and Ownership

The Buyer owns the copyright and all the other intellectual property rights in respect to the Goods, underlying documentation and tools produced to meet the individual requirements. The Supplier must, at the Buyer's request, do whatever is necessary to help establish and maintain such rights.

The Supplier agrees that where he undertakes any activity of design or engineering, using Information from the Buyer to produce a design or product/production specification, including tooling and materials (collectively 'production work'), the Buyer shall own all rights in any such 'production work' and in any invention, discovery, trade secret, and copyright relating to or incorporated in any such 'production work'. The Supplier shall, at the Buyer's expense, execute all documents and do all things necessary to enable the Buyer to obtain full legal title in and to said rights.

The Buyer holds:

- (i) the sole ownership and title to all tooling, equipment, or material furnished to Supplier by Buyer, or paid for or partially paid for by Buyer and any replacement thereof, including any materials affixed thereto;
- and (ii) The Supplier holds such property solely as bailey;
- and (iii) The Buyer has the absolute right to the immediate possession of such property upon simple demand.

The Supplier shall not substitute any property for Buyer's property, use such property except for filling Buyer's orders, or reproduce Buyer's property. The Supplier shall make entries in its inventory books showing that Buyer's property is held for the account of the Buyer and shall furnish the Buyer a true and complete inventory of the Buyer's property held by the Supplier for any period of time requested by the Buyer.

Such property while in Suppliers custody or control (i) shall be plainly marked or otherwise identified as "Property of PEC" and stored in a separate area in Supplier's place of business and (ii) shall be held at the Supplier's sole risk, and (iii) shall be kept insured by the Supplier at the Suppliers expense in an amount equal to the then current replacement cost with loss payable to Buyer.

Such property shall be prepared for shipment and delivered in good condition, normal wear and tear excepted, to the location specified by

7) 知识产权和所有权

买方拥有产品的版权和知识产权。包含所有的相关文件和为我们制作的模章工具以满足单独的要求。 供应商必须根据买方的要求, 尽一切可能帮助建立和维护这种权利。

供应商应同意有关设计, 工程, 顾问, 使用买方的信息进行其他产品的设计, 制模, 产品/生产规范, 包括工具和材料 (统称为“生产工作”) 的所有活动, 买方拥有任何此类“生产工作”以及与此类型生产工作相关的直接和或间接的活动的发明, 发现, 商标, 贸易机密和知识产权。 供应商应根据买方要求执行这些文件, 做所有必要的事情, 尽最大努力来帮助买方获得和维护这些权利, 相关费用由买方承担。

买方拥有

- (i) 由买方向供应商提供的相关产品的所有模具, 设备, 材料, 图纸等;由买方全额或者部分付款的; 退换的; 包括任何所附的相关产生的材料;
- 和(ii) 供应商被委托而拥有这些权利;
- 和(iii) 如果有需要, 买方将立即对这些权利绝对占有。

供应商不能用任何物品代替买方的物品, 除了为了根据买方的定单提供物品或者重做买方的物品. 在供应商的存货清单中, 应完整, 真实的标明其所有权归买方所有, 并应在买方要求的任何时间内向买方提供买方所持有的买方财产的真实完整的存货。

以下物品由供应商监管或控制:

- (i) 清晰的标明 “PEC 财产” 字样的物品, 存储在由供应商提供的单独或隔离的地点.
- 和 (ii) 由供应商承担全部风险
- 和(iii) 由供应商支付并承担保险的, 保险总额要包含更换产品的成本和并支付给买方损失的费用。

这些物品要准备好安全的包装, 准备装运, 并且交付状况良好, 正常的磨损和撕裂除外。根据买方的要求及时, 完整的到达买方指定的目的地, 供应商要遵守全球采购供应链和控制流程的规定。

Buyer immediately upon Buyer's request. The Supplier shall comply with the provisions of the Global Purchasing Tooling Acquisition and Control Process.

8) Warranty

The Supplier warrants and represents that Goods shall:

- a) Be new and conform as to quantity, quality, design and description with the particulars stated in this Agreement;
- b) Be fit for the use intended by Buyer;
- c) Be manufactured with the specified materials and good workmanship;
- d) Be equal in all respects to the Specifications and any samples or patterns provided by either party;
- e) Be capable of any standard of performance specified in this Agreement;

The Supplier further warrants and represents that he shall perform all Services hereunder in a competent and professional manner and in accordance with industry accepted standards and all applicable laws.

The Supplier agrees to a full 12 months Warranty period, or such other period as may be agreed to in writing by the parties, in respect to the performance of the agreement, starting from the day of passing the ownership. Without prejudice to any other rights Buyer has under this Agreement, the Supplier shall replace at its expense, within a reasonable period to be agreed between the parties, any Goods that are found to be defective under this warranty period.

If the Supplier does not take proper action to replace the goods reported by the Buyer to be defect and which defect is under the effect of the Warranty, then the Buyer will put the Supplier in default by written Notice. If the Supplier does not replace the parts forthwith after receipt of this notice, then the Buyer is entitled to let any third party perform the replacement of the defect goods, on the cost of the Supplier. The Supplier will not dispute these replacement costs, including the eventual additional expenses – travel, accommodation and other.

The Supplier covers the expenses of repairs and possible replacement parts – including travel, accommodation and expenses.

The Supplier will package the materials in a professional way, considering the sea transport method. Buyer will inspect and accept this packaging. Supplier will not be responsible for transportation damage if the packaging of the

8) 质保

供应商保证物品要:

- 全新, 符合数量, 质量, 设计和此合同中所有相关产品的描述;
- 符合买方预期的应用;
- 使用指定的材料和良好的工艺制造;
- 与任一方提供的样品或模型质量和所有方面的规格相等;
- 能够达到此合同中规定的任何履行标准;

供应商要有保证和表示: 以合格和专业的方式执行以下所有服务, 符合工业标准和所有适用的相关法律.

供应商同意提供 12 个月的质量保证, 或其他由双方书面同意的质保期。 为了表示对履行合同的尊重, 这种质保期始于所有权的变更. 在不损害买方根据本协议任何其他权益的情况下, 供应商应无条件的在双方商定的合理时间内自费更换在质保期内, 与合同规定不符的, 有缺陷的产品.

如果供应商没有对买方在质保期内提出的更换要求作出合适的回应, 买方将书面认为供应商默认. 如果供应商不能在收到要求后立即提供更换服务, 买方保有委托第三方进行缺陷货物的更换的权利, 所产生的费用由供应商承担. 供应商不能对此类更换费用提出异议, 包含买方可能产生的运输, 旅行, 食宿和其他费用.

供应商将支付这些维修费用和可能的更换部件产生的费用: - 包括旅行, 住宿和费用. 考虑到海运方式, 供应商将以专业的方式打包物料. 买方将检查是否接受这种包装. 如果受损部件的包装被买方接受, 供应商将不承担运输损害责任.

如果部件在六个月内无法被更换或出现三次相同的故障, 则供应商有义务用具有相同功能和适当质量标准的产品更换受影响的产品.

更换的新产品同时具有 12 个月新的质保期. 被更换下的产品自动成为供应商的财产.

damaged parts was accepted by the buyer
If a part cannot be replaced or the same fault emerged three times within six months, then the Supplier is obliged to replace the affected product with a product having the same functionality and proper quality standard.
Exchanged parts will be subject to a new 12 month Warranty period. The replaced parts become the property of Supplier.

9) Non Performance

Termination due to non-performance

The delivery time mentioned in the Purchase order (Schedule I) is essential. The Buyer is entitled to terminate the contract with immediate effect, without any further cost or obligation, if (i) the Supplier overpasses any deadline in a way that the delivery time has been exceeded with 50% or (ii) the Supplier seriously breaches the contract or repeatedly breaches the contract, or breaches the laws to be applied for this contract and cannot repair these forthwith after receiving the written request of the Buyer or (iii) the Supplier has subcontracted or executed (part) of the work at locations that are not approved by the Buyer. Parties are entitled to terminate the contract with immediate effect if the other Party is bankrupted, becomes insolvent, is under liquidation or winding up process.

Effect of termination due to non-performance

- a) Buyer is released from all his obligations to the supplier and can enforce all of his proven incidental and consequential damages against Supplier.
- b) Buyer is may purchase substitute items elsewhere and Seller shall reimburse Buyer for all additional costs and expenses associated therewith
- c) Buyer may expedite shipment of Goods and Seller shall pay the incremental cost of airfreight or other alternate shipping method over the normal surface (truck/rail/sea) freight rate.
- d) The Supplier hereby agrees to pay liquidated damages, as indicated in the purchase order, in case he fails to perform – or his performance is not in conformity with the contract – during the execution of this contract

Parties' Rights upon Termination

Any termination of this Agreement or any Addenda shall be without prejudice to any other rights or remedies each Party may be entitled to hereunder or at law and shall not affect any

9) 不履行

对不履行合同的终止

定单中规定的交货期是必须履行的。买方对以下情况可以无条件立即终止合同：

- 如果 (i) 供应商延迟交货期的 50%
 - 或 (ii) 供应商严重的，或重复的违反合同，或违法合同相关的法律，并不能在收到买方书面通知后进行改正的，
 - 或 (iii) 供应商将加工生产进行外包或部分外包给没有经过买方批准的地点或厂家。
- 双方中任意一方破产，无力偿债，清算，解散的情况下，合同自动立即终止。

对不履行合同的终止结果

买方被解除对供应商的所有义务，并且可以迫使供应商承担证明的附带和结果性损害赔偿。
买方可能另购他家替代物品，并由供应商承担所有与之相关产生的额外花费和费用。
买方可能加速货运，供应商要承担增加的空运或其他地表运输(汽运/铁路/海运)的费用。
供应商特此同意如果他不能履行 – 或者在履行合同的过程中，他的表现与合同不符，按照采购订单中的规定支付违约金。

缔约方终止的权利

本协议或任何附录的终止不得损害任何其他权利或补救措施，每一方可能有权在这里或法律上享有权利或补偿，也不影响任何一方的任何应计权利或义务。

终止时，买方将支付，包括由供应商正式交付给买方且买方接受的，直到终止合同生效日期产生的服务费用和花费。 供应商将退还所有没有被证实由供应商履行的预付款和其他费用。

任何协议终止后，各方应将当时属于另一方的全部财产归还给另一方。

为了方便提前终止。

任何一方可以在任何时候为了方便，以挂号信方式终止本协议，通知期九十天。卖方终止后，买方有权执行本协议下确认的采购订单。

accrued rights or liabilities of either Party.

Upon termination, the Buyer will pay for the services, including expenses, duly delivered by the Supplier and accepted by the Buyer up to the effective date of termination and accepted by the Buyer. The Supplier will refund all upfront payments and other fees not substantiated by the Supplier's performance.

Upon termination of any agreement each Party shall return to the other Party all property belonging to the other Party then in its possession.

Early termination for convenience

Either party may terminate this Agreement, at its convenience at any time, by registered letter and subject to a ninety (90) days' notice to the other party. After termination for convenience by the seller, the buyer has the right to the execution of the confirmed purchase orders under this agreement.

10) Liabilities

The supplier and the buyer will be fully liable for the correct and proper execution of each agreement.

In the event of any material or physical damage caused by contract or any other act or negligence ("tort") by one of the Parties, the Party in breach will be liable and remedy or compensate the other Party for any direct damages insofar the Party causing the damage is served a notice of default by registered letter and without delay in which the complaining Party (i) demonstrates that the cause of the damage lies with the other Party and (ii) includes a detailed description of the shortcoming so that the other Party is in a position to respond appropriately.

One party may only invoke the liability of the other party for a period of one year to run from the date of receipt of the defect or non-compliant deliverable.

The supplier undertakes to repair, restore or replace the Good and Services deliverable within a reasonable time. Only if these solutions are not possible, the Supplier will compensate the loss within the limits defined below.

Each party will take appropriate action to restrict the negative consequences of a

10) 责任

供应商和买方将全面负责每个协议的正确执行。

如果一方因合同或任何其他行为或疏忽“侵权”)而导致任何材料或实质损害, 违约方将负责赔偿另一方任何直接损失。造成损害的一方, 将被以挂号信的方式通知违约书, 并毫不延迟地投诉

申诉方证明损害的原因在于另一方。

详细说明缺点, 以便另一方能够适当地作出回应。

一方只能从收到缺陷或不合规的交付物之日起一年内指出援引另一方的责任。

供应商承诺在合理的时间内维修, 恢复或更换良好的服务和交付品。只有在这些解决方案不可能的情况下, 供应商才会在下面定义的范围范围内赔偿损失。

各方将采取适当的行动尽可能限制可能主张的消极后果。

限制:

间接损害: 任何一方均不对任何间接性损害或结果性损害以及为了预防, 限制或建立这样的间接损害所产生的费用承担责任。间接性或结果性损害将具有以下含义: 以要交付的产品和/或服务的性质, 利润或合同损失, 员工成本和员工停机损失、预期储蓄和收入损失的损失, 客户流失, 失去的商业机会或行政效率的损失, 无论是因疏忽, 违约还是其他因由。此限制不适用于由于以下原因造成的损害: (i)任何由于重大过失, 故意的不当行为或欺诈而造成的侵权。(ii)因为任何侵犯知识产权的行为 (iii) 因为任何保

possible claim as much as possible.

Limitations:

Indirect Damages: Neither Party shall be liable for any indirect or consequential damages as well as the cost incurred by way of prevention, limitation or establishment of such indirect damage. Indirect or consequential damages will have the meaning of - subject to the nature of the Product and/or Service to be delivered- loss of profits or contracts, staff costs and the cost of staff downtime loss of anticipated savings and loss of revenue, loss of clientele, lost business opportunities, or loss of administrative efficiency, whether arising from negligence, breach of contract, or any other cause of action. This limitation will not apply for damage resulting from (i) any infringement due to gross negligence, willful misconduct or fraud, (ii) for any infringement of Intellectual Property Rights or from (iii) any confidentiality obligation, (iv) fraudulent representation or (v) any breach of data protection rule, (vi) for hidden defects due to use of inferior materials, (vii) any specific exclusion mentioned in this contract. In such cases unlimited liability prevails.

The Supplier shall be solely liable to comply with all applicable labour laws and regulations for work, and indemnify the Buyer for all direct, indirect and consequential damages related to such infringements.

The Supplier shall fully comply with all the on-site applicable safety guidelines and regulations. Any infringement may result in penalties, removal of specific supplier employees or cancellation of this agreement and purchase order.

The Supplier undertakes to strictly comply at all times with its obligations to the tax authorities in relation to VAT, withholding taxes and income tax, and shall indemnify the buyer any claims or liabilities concerning payment of tax and/or contributions payable by the Supplier in relation to the service provided in this agreement.

The Buyer cannot be held liable for acts or omission committed by the Supplier in providing the work required under the provisions of this agreement.

The Supplier shall indemnify and hold the Buyer and her officers, employees and legal

密义务。(iv) 欺诈代表 (v) 任何违反数据保护规则。(vi) 由于使用劣质材料而造成的隐患。(vii) 本合同中提到的任何特定的排除。在这些情况下, 承担无限责任。

供应商应全权负责遵守所有适用的劳动法律法规, 并赔偿买方与此类侵权行为有关的所有间接和结果性的损害。

供应商应完全遵守所有现场适用的安全准则和规定。任何违反行为均可能导致处罚, 移除特定供应商雇员或取消本协议和采购订单。

供应商承诺在任何时候严格遵守与增值税有关的税务机关的义务、预扣税和所得税, 并就本协议所提供的服务而言, 关于供应商应纳税款和/或供款的任何索赔或赔偿责任向买方作出赔偿。

买方不承担供应商在提供根据本协议规定所要求的工作中所作的或不作为的责任。

供应商应赔偿并保证买方及其高级职员, 雇员和法定代理人不受任何索赔要求, 责任, 诉讼的原因或损害, 以及与买方可能因此承担责任而产生的或与之有关的上述任何一方(统称“债权”)产生的合理律师费。供应商应根据买方的选择, 在买方通知供应商的情况下介入或捍卫任何此类程序, 费用由供应商负责。

如有欺诈, 故意的不当行为, 或者在产品上使用假冒或劣质原材料, 卖方应赔偿买方的所有和任何直接的, 间接的, 结果性的损害赔偿, 包括合理的没有任何限制的律师费用。

representatives harmless from any claim demand, liability, cause of action or damage, together with reasonable attorneys' fees incurred in connection with any of the foregoing (collectively "Claims") for which Buyer might become liable arising from or in connection with Supplier's performance hereunder. The Supplier shall, at the Buyer's option and Supplier's expense, intervene in or defend any such proceedings upon notice by Buyer to the Supplier.

In case of fraud, wilful misconduct, or the use of counterfeit or inferior raw material on the Product, the seller shall indemnify the Buyer for all and any direct, indirect, any consequential damages, including reasonable attorney's fees without any limitation.

11) General Provisions

- a) This Agreement may be modified only by a written amendment signed by persons authorized to so bind the Buyer and the Supplier.
- b) All notices required to be given under this agreement shall be given in writing to the recipient at the addresses stated in this agreement, or to such address as the recipient may from time to time specify in writing, by sending the same by pre-paid registered mail.
- c) All obligations and duties, which by their nature survive the expiration or termination of this Agreement, shall remain in effect beyond any expiration or termination.
- d) Neither party may bring an action, regardless of form, arising out of this Agreement, more than five years after the cause of action arose, or, in the case of non-payment, more than five years from the date the last payment was due.
- e) The parties to this Agreement will not be under a liability to the other parties or to any other party in any way whatsoever for destruction, damage, delay or any other matters of the nature whatsoever arising out of war, rebellion, civil commotion, strikes, lockouts and industrial disputes, fire, explosion, Act of God, flood, drought or bad weather, the unavailability of deliveries, parts, supplies, software, or other media or the requisitioning or other act or order by any government department, council or constituted body.
- f) This Agreement and any Purchase Orders issued hereunder shall not be assigned,

11) 一般条款

合同的更改只能通过由买方和供应商授权的代表书面签字生效。

有关合同的所有通知要以书面形式到合同前文中确定的地址, 和双方常用的地址. 这种通知要用预付的挂号信的形式送达。

对合同期满或终止的所有的义务和责任, 不会因为任何期满或终止而失效。

关于此合同的所有意见和行为在五年内有效, 或对无付款的投诉有效期为自最后付款日起五年内。

双方不会为任意一方或其他任何人因为因其他因素如战争, 叛乱, 城市暴动, 罢工, 停工和行业纠纷, 火灾, 爆炸, 不可抗力, 水灾, 干旱, 恶劣天气等; 材料缺货, 零件, 软件缺货; 政府, 商会或组织命令所造成的破坏, 损坏, 验货或其他性质的责任负责。

没有经过买方批准, 本合同和定单不能让与、转让或外包给任何的第三方, 卖方也无权把它的权力和义务转让给第三方。所有的活动应由买方参观和批准的生产设施执行。买方在此方面给予卖方的同意不得免除卖方在本协议项下的全部责任, 卖方应保护买方的利益, 要求任何与卖方签订的合同的第三方与卖方在此承担对买方承担相同的义务和责任。

供应商将承担能够覆盖所有责任险的责任保险, 涵盖在生产和储存过程中可能发生的所有附带损害。在买方要求的情况下, 供应商应立即出示保险单的原件或认证副本以及支付保险费的证明或保险公司的声明, 表明这些保单已存在且保费已经支付。

供应商承认, 在履行本协议项下的权利和义务的过程中, 他很可能会知道有关买方业务的保密信息, 并同意作为本合同组成部分的

transferred or subcontracted nor shall Seller have the right to assign any of its rights or obligations hereunder to a third party without consent of Buyer. All activities shall be executed in the by the Buyer visited and approved production facilities. Any consent given by Buyer to Seller in this connection shall not relieve Seller of its full responsibility under this Agreement and Seller shall safeguard Buyer's interests by requiring any third party with which Seller contracts hereunder to assume the same obligations and responsibilities to Buyer that Seller assumes hereunder.

g) The Supplier will carry a adequate coverage liability insurance covering all incidental damages, which may occur during the production and storage. In case of request of the Buyer, the Supplier shall immediately present either the original or certified copies of the policies and proof of the payment of premium for the insurances or a statement from the insurer to the effect that these policies exist and the premium has been paid.

h) The Supplier acknowledges that in the course of executing its rights and obligations under this Agreement he is likely to become aware of confidential information concerning the business of the Buyer and agrees with all terms of the Non-Disclosure agreement (Schedule III), which forms part of this contract.

i) The waiver by either Party of any instance of the other Party's non-compliance with any obligation or responsibility herein shall not be deemed a waiver of subsequent instances or of either Party's remedies for such non-compliance.

j) The People Republic of China Civil and Trade laws govern this Agreement. Any proceedings to enforce, or to resolve disputes relating to this Agreement shall be brought before a court of competent jurisdiction in Shanghai, China. In such proceedings, neither Party shall attest that a court lacks jurisdiction over such party or the subject matter hereof. The Parties hereto expressly waive any right they may have to a jury trial in any dispute arising out of this Agreement.

k) If any section or subsection of this Agreement is found by competent judicial authority to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any such section or subsection in every other respect and the remainder of this Agreement shall continue in effect so long as the amended Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be

保密协议（附表三）的所有条款。

任何一方放弃另一方不履行本协议的任何义务或责任的情况，均不视为放弃其后的情况或任何一方对这种违规行为的补救。

中华人民共和国的民事和贸易法律管辖本合同的遵守和履行。任何强制执行或解决与本协议有关的争议的诉讼，均应提交中国上海有管辖权的法院。在此类诉讼中，任何一方均不得证明法院对该方或其主题不具有管辖权。双方明确放弃因本协议引起的任何争议，可能需要进行陪审团审判的权利。

如果主管司法当局发现本协议的任何部分或分节无效，在任何方面都是非法的或不可执行的，则在任何其他方面以及本协议其余部分的任何此类部分或分部的有效性，合法性和可执行性应继续 只要修改后的协议仍然表达了双方的意图。如果双方的意图不能得到保留，则应重新协商或终止本协议。

双方同意，在终止每个项目时，供应商应：

i) 将所有转移的数据及其副本返还给买方；
ii) 销毁所有个人数据，并向买方证明已经这样做，除非法律阻止供应商返还或销毁全部或部分转移的数据。在这种情况下，供应商担保将保证所传输数据的机密性，并且不会主动处理所传输的数据。

either renegotiated or terminated.

l) The Parties agree that on the termination of each Project, the Supplier shall or i) return all Data transferred and the copies thereof to the Buyer or ii) destroy all the Personal Data and certify to the Buyer that it has done so, unless legislation imposed upon the Supplier prevents the Supplier from returning or destroying all or part of the Data transferred. In that case, the Supplier warrants that it will guarantee the confidentiality of the Data transferred and will not actively Process the Data transferred.

12) Entire Agreement

The entire agreement between the Buyer and Supplier with respect to the subject matter herein is contained in this Contract and Schedules hereto and supersedes all previous communications, representations and arrangements, either written or oral, and the Parties hereby acknowledge that no reliance is placed on any representation made but not embodied in this Agreement.

The standard conditions of sales of the Supplier and the standard conditions of Buyer in all forms/concepts given are hereby expressly excluded. The terms of this Agreement shall govern the relationship between the parties exclusively.

This contract is made in the English language with a Chinese translation for convenience, reasons only, In case of a contradiction between the English and Chinese text, the English text shall prevail.

THE PARTIES ACKNOWLEDGE THAT EACH PARTY HAS READ THIS AGREEMENT AND ITS EXHIBITS, UNDERSTANDS THEM, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT, ITS EXHIBITS AND ANY INCORPORATED CONFIDENTIAL DISCLOSURE AGREEMENTS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR ALL PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

12) 全部合同

买方和供应商之间关于本文主题事项的全部协议包含在本合同和附表中，并取代之前的所有通信，陈述和安排，无论是书面形式还是口头形式，双方在此确认，不得信任不包含在本协议中的任何陈述。

明确排除供应商的标准销售条件和买方所有形式/概念的标准条件。仅本协议的条款适用于双方之间的关系。

此份合同由英文书写，配备中文以方便阅读。如果英文和中文发生冲突，英文具有最终说服力。

双方确认阅读过合同，明白合同的条款，同意合同的规定并同意受其条款和条件的约束。此外，各方同意本协议，其展示和任何合并的保密协议是双方达成的协议的完整和排他性声明，替代了以前所有提案或所有先决协议，口头或书面形式，以及双方之间关于相关主题的其他所有通信。

所有的对此合同的复制品(比如传真，复印)都被视为原件，除非违背当地法律。

特此证明：此份合同由 PEC 和供应商的全权代表在下面指定的日期签署（带日期）。



Any reproduction of this Agreement by reliable means (e.g. photocopy or facsimile) shall be considered an original unless prohibited by local law.

IN WITNESS WHEREOF, the parties cause this Agreement to be signed by the duly authorized representatives of PEC and the Supplier on the dates specified below.



For the Buyer 买方

For the Supplier 供应商

Signed

手
写
签
名
姓
名
职
务
日
期

Name

Raf Goossens

Title

Executive Director

Date



Schedule I: Purchase Order 定单

Schedule II: Technical Specifications 技术要求



Schedule III: Non Disclosure Agreement 保密协议