Contract No.合同编号： ZJLQ-FG-SBCG-XX-00\*

**XX Mechanical Equipment Procurement Contract**

**XX机械设备采购合同**



**Project Name项目名称：【 】**

**Party A甲 方：【 SINO ROAD AND GROUP CO LTD 】**

**Party B乙 方：【 】**

**Date of signing签订时间：【 】**

**Place of signing签订地点：【 Manila 】**

**Part I Contract Agreement 第一部分合同协议书**

Party A甲方：SINO ROAD AND GROUP CO LTD

Party B乙方：

In accordance with the relevant laws and regulations of the Philippines, Party A and Party B, following the principles of fairness, voluntariness, honesty, credibility, and mutual benefit, have reached an agreement on the matters related to the purchase and sale of equipment under this contract on the basis of full and friendly consultation, and hereby enter into this contract for mutual compliance and implementation.

甲乙双方根据菲律宾有关法律法规的规定，遵循公平、自愿、诚实、信用、互利的原则，在充分友好协商的基础上，就本合同内设备买卖的有关事宜达成一致，特订立本合同,双方共同遵照执行。

**1、 Supply List and Prices供货清单及价格**

（1）List and price 清单及价格 unit单位：peso 比索

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No.序  号 | Equipment name设备  名称 | Specification and model规格  型号 | unit单位 | quantity数量 | Unit price excluding value-added tax不含增值税单价 | Excluding value-added tax amount不含增值税金额 | tax rate  税率 | Tax amount税额 | ad valorem  amount to价税  合计 |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |
| Total amount excluding value-added tax (in words): (in figures) P:  不含增值税金额合计（比索大写）： （小写）P： | | | | | | | | | |
| Total Value Added Tax(in words): (in figures) P:  增值税额合计（比索大写）： （小写）P： | | | | | | | | | |
| Total amount including value-added tax(in words): (in figures) P:  含增值税金额合计（比索大写）： （小写）P： | | | | | | | | | |

Note: The equipment provided by Party B must be products produced

by company.

注：乙方所供设备必须为 公司生产产品。

Contract price form: Fixed price contract.

合同价格形式：固定总价合同。

**2、 Supply cycle 供货周期**

The supply cycle is calendar days, and the supply cycle starts to be calculated after the contract is signed (or the supply cycle is calculated based on the time notified by Party A to Party B to prepare the supply). It is required that the equipment must be installed and debugged within the latest calendar days to reach normal production capacity.

供货周期为日历天数 天，合同签订后开始计算供货周期（或者以甲方通知乙方准备供货时间计算供货周期），要求最迟日历天数 天内设备须安装调试完毕，达到正常生产能力。

1. **Equipment delivery location:** Party B shall be responsible for delivering the equipment to Party A's project site, Parang,Maguindanao,Philippines

**设备交货地点**：乙方负责将设备送抵达甲方项目现场，Parang,Maguindanao,Philippines

**4、 Payment of equipment fees 设备款的支付**

（1）After signing the Contract, Party B shall provide the Philippines VAT invoice recognized by Party A's finance, Party A shall pay a prepayment of 30% of the total contract price for the equipment. After the equipment arrives and completes acceptance, Party A shall pay 90% of the total contract price. After the equipment installation and commissioning are completed and the load acceptance is qualified, Party A shall pay 100% of the total contract price. The second party shall fulfill its equipment quality and service commitments in accordance with the contract, and the warranty period shall commence after the load acceptance is qualified.

本合同签订后乙方提供甲方财务认可的菲律宾增值税发票，甲方支付设备预付款至合同总价款的30 %，设备到场并完成验收后，甲方支付至合同总价款的90 %，设备安装调试完毕，负载验收合格后，支付至合同总价款的100 %。乙方按合同履行其设备质量和服务承诺，负载验收合格后开始计算质保期。

1. Payment methods: check, wire transfer. Party B shall ensure that the fund transfer account is consistent with the account specified in this contract, and the name of the issuing unit is consistent with the name specified in the contract.

支付形式：支票，电汇，乙方须保证资金往来账户与本合同所约定账户一致，开票单位名称与合同约定名称一致。

（3）Without the consent of Party A, Party B shall not entrust any third party to collect payments on behalf of Party A, otherwise Party A has the right to refuse payment. When the receiving bank account of Party B changes, Party B shall notify Party A in writing in the form of a letter, otherwise Party A has the right to refuse payment. If Party A has already made payment to the original account before receiving written notice from Party B, Party A shall not make any additional payment, and all losses caused thereby shall be borne by Party B.

未经甲方同意，乙方不得委托任何第三方代为收款，否则甲方有权拒绝付款。当乙方收款银行账号发生变动时，应以函件的形式书面通知甲方，否则甲方有权拒绝付款。若甲方在收到乙方的书面通知之前已按原账号付款，则甲方不再另行支付，由此造成的一切损失均由乙方自行承担。

（4）If there is a dispute over payment of goods between the two parties, and Party A has delayed payment of the already paid amount before the dispute is resolved, Party B waives the right to claim overdue interest, liquidated damages, or capital occupation fees. If the settlement payment is delayed due to reasons not caused by Party A, Party A shall not bear the overdue interest. If Party A is required to bear the overdue interest for other reasons, the agreed interest rate shall not exceed the one-year loan market quoted interest rate at the time of contract signing.

如双方因货款支付发生争议，对于争议解决前甲方存在迟付情形的已付款项，乙方放弃索要逾期利息、违约金或资金占用费的权利。非甲方原因延迟支付结算款的，甲方不承担逾期利息，如因其他原因需甲方承担逾期利息时，约定利率为不超过合同订立时1年期贷款市场报价利率。

(5)Party A's invoicing information 甲方开票信息

|  |  |  |
| --- | --- | --- |
| 甲方 | Taxpayer’s name纳税人名称 | SINO ROAD AND BRIDGE GROUP.CO.LTD |
| Tax registration number税务登记号 | 247-659-061-000 |
| Tax address 税务登记地址 | ERMITA, MANILA |

（6）Payment information and settlement contact person of Party B乙方收款信息及结算联系人

1.Party B's equipment payment settlement person under this contract: Name： ID No. ：

本合同乙方设备款结算人:姓名 ，身份证号码：

2.Name of Party B乙方单位名称：

Opening bank开 户 行：

account number账 号：

1. Party A shall designate Party B's bank account for payment according to the Contract, and Party B shall ensure that the capital account of Party A is consistent with the name of the contract signed, and the name of the invoicing unit is consistent with the name of Party A.

甲方按合同指定乙方银行账户付款，乙方需保证对甲方的资金往来账户与签订合同名称一致，开票单位名称与甲方单位名称一致。

1. Account change: Party B shall notify Party A in writing in the form of a letter when the account number of the receiving bank changes, otherwise Party A has the right to refuse to pay. If Party A has paid according to the original account before receiving the written notice from Party B, Party A will not pay separately, and all losses caused thereby shall be borne by Party B.

账户变动：当乙方收款银行账号发生变动时，应以函件的形式书面通知甲方，否则甲方有权拒绝付款。若甲方在收到乙方的书面通知之前已按原账号付款，则甲方不再另行支付，由此造成的一切损失均由乙方自行承担。

（9）Party A's contact person for accepting arrears leads甲方拖欠线索受理联系人

Contact person of the Project Department：Wang Xiaoyu ;cell phone No.: +639975130597 ;项目部联系人： 王晓雨 ，手机号码： +639975130597 ；

Company contact person: Tian Lei,cell phone No.:+639392345702;

公司联系人： 田磊 ，手机号码：+639392345702 ；

Complaint hotline of the company公司信访投诉电话： +639369385242 ;

Complaints E-mail 信访投诉邮箱： *[sinoroad2020@gmail.com](mailto:sinoroad2020@gmail.com)* ;

**5、 Delivery contact 交货联系人**

Party A's contact person: Wang Xiaoyu, ID card No. 130132198806123176, Tel.:+639975130597

甲方联系人：王晓雨，身份证号码 130132198806123176 ，电话 ：+639975130597

Party A's contact person: , ID card No. , Tel.:

乙方联系人： ，身份证号码： ，电话：

**6、Transportation mode of equipment:** Party B shall be responsible for transportation

**设备运输方式为：** 乙方负责运输

**7、 Color conventions of equipment 设备颜色约定**

（1）Equipment exterior color / , equipment interior color /

设备外观颜色 / ，设备内饰颜色 /

（2）Specific requirements for painting "CSCEC Road&Bridge" and "LOGO" signs / .

喷涂“中建路桥”及中建“LOGO”标志的具体要求 / 。

**8、Training requirements:培训要求：**

Within working days after signing the Contract, Party B shall arrange training for Party A on the knowledge and skills related to the equipment in the Contract free of charge. The specific contents are as follows:

本合同签署后 个工作日内，乙方应免费为甲方就合同内设备相关的知识技能安排培训，具体内容如下：

（1）Training class hours: no less than class hours

培训课时：不低于 课时

（2）Training place 培训地点：

（3）Training content培训内容：

（4）Training purpose培训目的：

（5）Other training agreements培训其他约定：

**9、 Contract copies:** This contract is made in quadruplicate, with Party A holding three copies and Party B holding one copy.

**合同份数：**本合同一式肆份，甲方执叁份，乙方执壹份。

Party B: 乙方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

Party A: 甲方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

**Part II General Conditions of Contract第二部分通用合同条款**

**1、 Applicable Laws and Regulations 适用法律法规**

1.1Laws applicable to the Contract include laws, administrative regulations, department rules officially promulgated and implemented by the People's Republic of China, as well as local regulations, autonomous regulations, special regulations and local government rules where the equipment is located, including but not limited to the Civil Code of the People's Republic of China, Product Quality Law of the People's Republic of China, Regulations on Safety Supervision of Special Equipment, etc.

适用于本合同的法律包括中华人民共和国正式颁布实施的法律、行政法规、部门规章，以及设备所在地的地方法规、自治条例、单行条例和地方政府规章，包括但不限于《中华人民共和国民法典》、《中华人民共和国产品质量法》、《特种设备安全监察条例》等。

适用于本合同的法律包括菲律宾正式颁布实施的法律、行政法规、部门规章，以及设备所在地的地方法规、自治条例、单行条例和地方政府规章等。

1.2If new laws and regulations are promulgated or original laws and regulations are amended within the validity period of the Contract, such subsequent laws and regulations will automatically apply to the Contract.

如在合同有效期内，颁布新的法律法规或修订了原有法律法规，则此后继的法律法规将自动适用于本合同。

**2、Composition and interpretation sequence of contract documents合同文件组成及解释顺序**

2.1Unless otherwise specified in the Special Conditions of Contract, the documents constituting the Contract and the priority of interpretation are as follows:

除专用合同条款另有约定外，组成本合同的文件及优先解释顺序如下：

2.1.1.Supplementary agreement documents;补充协议文件；

2.1.2.This Contract本合同；

2.1.3.Standards, specifications and relevant technical standards and requirements;

标准、规范及有关技术标准和要求；

2.1.4.Bidding documents and addenda;招标文件及补遗文件；

2.1.5.Tender documents;投标文件；

2.1.6.Other documents related to the Contract.

与本合同有关的其他文件。

2.2The contract documents shall be mutually explanatory and complementary. If the contract documents are inconsistent with the engineering specifications and technical requirements, the higher standards shall prevail; In case of ambiguity or inconsistent interpretation of the above documents, Party A shall make interpretation and correction.

合同文件相互解释、互为补充说明，当合同文件与工程规范、技术要求不一致时，应按要求较高的标准执行；当上述文件出现多义性或不一致解释，应由甲方作出解释和校正。

**3、 Definitions of Terms used in the Contract 本合同所用名词定义**

3.1"Contract Price" means the total contract price payable by Party A to Party B for performance of all its obligations.

“合同价格”指甲方应付给乙方的因履行其全部义务的合同总价。

3.2"Contract Effective Period" means the period from the date of signing the Contract to the end of the Contract.

“合同生效期”指合同签订之日至合同结束的期间。

3.3"Place of delivery" refers to the place designated by Party A where the mechanical equipment specified in the Contract arrives.

“交货地”指合同约定机械设备到达甲方指定地点。

3.4"Factory Acceptance" refers to Party A's acceptance of the equipment in the factory after the equipment is assembled and tested in the factory.

“工厂验收”指设备在工厂组装及测试完成后,甲方在工厂对设备的验收。

3.5"No load acceptance" refers to the acceptance of equipment appearance, important parts and no load parameters after the equipment is installed and debugged at the construction site in the non working state.

“空载验收”设备在施工现场安装调试后，在非工作状态下，对设备外观、重要部件、空载参数的验收。

3.6"Load acceptance" refers to the acceptance of the working parameters, working capacity, working accuracy and other equipment performance of the equipment under load conditions after the equipment has been operated for a period of time on the construction site.

“负载验收”指设备在施工现场运行一段时间后，在负载工况下对设备工作参数、工作能力、工作精度等设备性能的验收。

3.7"Acceptance after expiration of warranty period" refers to the acceptance after the expiration of the free maintenance period due to quality defects during the use of the product as agreed in the contract.

“质保期满验收”按合同约定，产品使用过程中出现质量缺陷而免费维修时间到期后的验收。

3.8"Technical data" refers to the contract equipment and its related technical parameters, manufacturing, supervision, inspection, installation, commissioning, unpacking acceptance, noload acceptance, load acceptance test report, operation and maintenance instructions and all relevant documents (including drawings, various text descriptions, standards, various softwares, etc.).

“技术资料”指合同设备及其与设备有关的技术参数、制造、监造、检验、安装、调试、开箱验收、空载验收、负载验收测试报告、操作及维修使用说明书和有关的所有文件(包括图纸、各种文字说明、标准、各种软件等)。

3.8"Technical training" refers to the training provided by Party B to Party A on equipment installation, use, performance test, operation, maintenance and other relevant trainings.

“技术培训”指乙方向甲方提供的有关设备安装、使用、性能测试、操作、保养维修及其它有关的培训。

3.9"Technical service" refers to the whole process service of corresponding technical guidance, technical cooperation, technical training and after-sale service provided by Party B in connection with the design, production, supervision, inspection, installation, commissioning acceptance, operation and overhaul of the contract equipment.

“技术服务”指由乙方提供的与本合同设备有关的设计、生产、监造、检验、安装、调试验收、运行、检修时相应的技术指导、技术配合、技术培训、售后等全过程的服务。

3.10"Spare Parts" means the spare parts required for the Contract Equipment supplied under the Contract, including standard spare parts and all spare parts used for normal operation during the warranty period.

“备品备件”指根据本合同提供的合同设备所需的备用部件，包括随机备品备件和满足在保修期限内正常运行所使用的全部备品备件。

3.11"Quality warranty period" refers to the period within which Party B guarantees the normal and stable operation of the equipment and is responsible for solving possible defects of the equipment since the date of equipment load acceptance.

“质量保证期限”指从设备负载验收验收合格之日起乙方保证设备的正常、稳定运行并负责解决设备可能出现有关自身缺陷问题的期限。

3.12"Equipment Defect" refers to the situation that the contract equipment (including all parts, raw materials, castings and forgings, raw devices, etc.) fails to meet the performance and quality standards specified in the Contract due to Party B's design and manufacturing errors or omissions.

“设备缺陷”指乙方因设计、制造错误或疏忽所引起的本合同设备(包括所有部件、原材料、铸锻件、原器件等)达不到本合同规定的性能、质量标准要求的情形。

3.13"Written document" refers to the document with seal or signature on any document related to the Contract written or printed by the agent having the right to sign the contract document.

“书面文件”指对本合同文件有签署权的代理人书写或打印的与本合同有关的任何文稿加盖印章或签名的文件。

**4、 Quality Assurance and Claims质量保证与索赔**

4.1Quality Performance Requirements质量性能要求

4.1.1The equipment supplied by Party B shall meet the requirements of brand new, advanced technology, reasonable design, stable performance, good quality, safe and reliable, economical operation and easy maintenance.

乙方供应的设备应满足全新、技术先进、设计合理、性能稳定、质量优良、安全可靠、经济运行和易于维护的要求。

4.1.2The scope of supply under the Contract includes all equipment and supporting equipment and facilities, complete technical data, special tools and spare parts. If any omission or shortage is found during the performance of the Contract, which is not listed in the shipping list but is indeed necessary in the scope of supply of Party B, Party B shall be responsible for making up the missing equipment, technical data, special tools and spare parts, etc., and Party A shall not pay additional fees.

合同供货范围包括了所有设备及配套设备设施、完整技术资料、专用工具、备品备件，在执行合同过程中如发现有任何漏项和短缺，虽未列入发货清单中但确实是乙方供货范围中应该有的，《招标文件》中对合同设备的性能要求所必须的，均应由乙方负责将所缺的设备、技术资料、专用工具、备品备件等补上，且甲方不再另外支付费用。

4.1.3The mechanical equipment in the contract must meet the requirements of supplementary agreement, the contract, standards and specifications, bidding documents and bidding documents on equipment production capacity, quality, technical parameters, structural form, environmental protection and safety.

合同内机械设备必须满足补充协议、本合同、标准及规范、招标文件、投标文件对设备生产能力、质量、技术参数、结构形式、环保、安全的要求。

4.2Quality warranty period: after equipment installation and commissioning, the equipment shall be accepted under load conditions. The warranty period shall be calculated from the date when both parties confirm that the equipment is qualified and has production capacity. The warranty period of the equipment under this contract shall be 12 months. During the warranty period, Party B shall provide maintenance and service free of charge and lifetime service. If Party B fails to submit relevant certificates and other attached data, the warranty period shall be calculated from the date when Party B submits all relevant certificates and other data.

质量保证期限：设备安装调试完毕，对设备在负载工况下进行验收，双方确认设备合格具备生产能力之日起开始计算质保期，本合同内设备质保期12个月，质保期内乙方提供免费维修及服务，并提供终身服务。如乙方未提交相关证照等附随资料，则质保期限自乙方提交全部相关证照等资料之日起计算。

4.3During the warranty period, if the equipment provided by Party B is found to be defective or nonconforming to the contract, Party A shall have the right to claim for replacement, repair, breach of contract and claim against Party B. Party B shall have the right to raise an objection to the quality problem raised by Party A, but shall send personnel to the place where the equipment is located to find out the cause of product defects within 48 hours. If it is really a product problem, Party B shall immediately take compensation measures as required by Party A and bear all costs and risks arising therefrom; If Party B dispatches personnel to find out the cause and still has objection, Party A and Party B shall carry out commodity inspection of the equipment. If the commodity inspection is Party B's responsibility, Party B shall bear the quality defect responsibility agreed in this article, and the delivery date shall not be postponed.

在质量保证期内，如发现乙方提供的设备有缺陷或不符合合同规定时，则甲方有权向乙方提出更换、维修、违约和索赔。乙方有权就甲方提出的质量问题提出异议，但应在48小时内派人到设备所在地查明产品缺陷原因，如确属产品自身问题的，乙方应按照甲方的要求立即采取补偿措施，并负担由此产生的全部费用和风险；如乙方派员查明原因后仍有异议，甲乙双方应对设备进行商检，商检确属乙方责任的，乙方应承担本条约定的质量缺陷责任，交货期不予顺延。

4.4If Party B fails to raise an objection or take remedial measures within 48 hours after Party A raises the quality problem, it shall be deemed that Party B recognizes the quality problem, and Party B shall immediately replace the goods or reduce the price of the goods or directly return the goods free of charge to Party A, and bear all expenses and risks arising therefrom, and the delivery date shall not be postponed. Party B shall complete the replacement within 7 days after receiving the claim documents from Party A.

如乙方未在甲方提出质量问题后48小时内提出异议或未采取补救措施的，即认为乙方认可该质量问题，应立即对甲方无偿换货或降低货价或直接无偿退货，并负担由此产生的全部费用和风险，交货期不予顺延。乙方进行换货应不迟于收到甲方索赔文件之日起7日内完成。

4.5If Party A or any third party suffers personal or property losses due to the quality problem of the equipment provided by Party B or other reasons of Party B, Party B shall be liable for compensation.

如乙方提供的设备由于质量问题或乙方的其他原因导致甲方或任何第三方人身或财产遭受损失的，乙方应负责赔偿。

4.6As the guaranteed value of the main technical parameters of the equipment supplied by Party B is lower than the requirements of the technical specifications, Party B shall pay Party A liquidated damages not exceeding 30% of the total value of the contract equipment.

由于乙方所供设备的主要技术参数的保证值低于技术规范的要求,应向甲方支付不超过本合同设备总价值的30%的违约金。

4.7Except for Party A's reason and force majeure, if Party B fails to deliver the goods as scheduled in the Contract, Party B shall bear all economic losses caused by late delivery. In addition, Party A shall have the right to charge liquidated damages from Party B in the following proportions:

除甲方原因及不可抗力外，乙方未能按本合同交货期交货时，乙方承担因交货迟交所造成的一切经济损失，另外甲方有权按下列比例向乙方收取违约金:

4.7.1If the goods are delayed for 1 week, the amount of liquidated damages shall be 1% of the amount of the delayed goods, and if the goods are delayed for less than 1 week, it shall be calculated as 1 week;

迟交l周,违约金金额为迟交货物金额的1%,不满1周按1周计算；

4.7.2If the goods are delayed for 2-3 weeks, the amount of liquidated damages for each week shall be 2% of the amount of delayed goods;

迟交2-3周，每周违约金金额为迟交货物金额的2%；

4.7.3If the delivery is delayed for 4 weeks or more, the weekly liquidated damages shall be 3% of the amount of delayed goods;

迟交4周及以上，每周违约金金额为迟交货物金额的3%；

4.7.4The total amount of liquidated damages for late delivery of the Contract Equipment shall not exceed 20% of the total price of the Contract Equipment.

合同设备迟交货物的违约金总金额不超过合同设备总价的20%。

4.8The payment of liquidated damages by Party B shall not relieve Party B from its obligations to perform the Contract.

乙方支付违约金,并不解除乙方履行合同的义务。

4.9Party B shall provide free maintenance parts and spare parts of the equipment for normal use for one year.

乙方免费提供设备正常使用一年的维修配件和备件。

**5、 Data provision资料提供**

5.1Party B shall provide technical specifications, technical data and detailed list of spare parts (including wearing parts) of the equipment (including name, part number and quantity).

乙方须提供设备的技术规范、技术资料以及备品备件（包括易损件）详细清单（包括名称、件号、数量）。

5.2Party B shall provide paper data free of charge: equipment instructions, operation manuals, maintenance manuals, part catalogues, drawing books of wearing parts, electrical system schematic diagrams, base drawings and line layout drawings, product certificates, quality assurance certificates and special equipment related data in 2 sets respectively.

乙方须免费提供纸质资料：设备说明书、操作手册、维修手册、零件目录、易损零件图册、电气系统原理图、底座图纸和线路布置图、产品合格证、质量保证书、特种设备相关资料各2套。

**6、 Contract Price合同价格**

6.1The price of the equipment under the Contract is specified in Article 1 of Part I.

本合同内设备价格见第一部分中第一条。

6.2The price exclusive of tax in the Contract refers to the price of transporting the equipment to the place of delivery agreed in the Contract, including but not limited to the manufacturing of the contract equipment and auxiliary equipment and facilities (including spare parts, special tools and wearing parts), packaging, installation and commissioning, customs duties, commodity inspection, certificate collection, technical data, technical services, taxes and fees of the equipment, transportation fees, river crossing fees, highway fees, insurance fees, resident supervision fees, host external packaging, loading fees, packaging back fees, installation guidance fees, training fees, government fees (if any), profits, risk fees, financial fees, management fees, risks caused by market price fluctuation, fees paid to relevant departments and fees specified in the policy documents. All due fees, other taxes and fees except VAT, and all expenses required for Party B to perform the Contract. Unless otherwise specified in the contract terms, the royalties of the patents, proprietary technologies and technical secrets determined to be adopted by Party B before and at the time of signing the contract have been included in the contract price.

本合同不含税价格为设备运至合同约定的交货地的价格，包括但不限于本合同设备及辅助设备设施的制造(含备品备件、专用工具及易损件等)、包装、安装调试、关税、商检、取证、技术资料、技术服务、设备的税费、运输费、过江过桥费、高速公路费、保险费、驻厂监造费、主机外封装、装车费、包装回收费、安装指导费、培训费、政府规费（如有）、利润、风险费、财务费、管理费、市场价格波动带来的风险、向有关部门缴纳的各项费用以及政策性文件所规定的各项应有费用、增值税以外其他税费等乙方因履行本合同所需的全部费用。除合同条款另有约定外，乙方在合同签订前和签订时已确定采用的专利、专有技术、技术秘密的使用费已包含在签约合同价中。

6.3During the performance of the Contract, if the prices of equipment, materials, labor, etc. and the relevant government tax standards change, Party B shall voluntarily bear the corresponding risks, and shall not request for adjustment of the contract unit price or claim for compensation, nor reduce or exempt Party B from the obligations and responsibilities under the Contract.

合同履行期间，若设备、材料、人工等价格和政府有关税费标准发生变化时，乙方自愿承担相应的风险，并不得请求调整合同单价或主张索赔，也不减少或免除乙方应承担本合同的义务和责任。

**7、 Settlement and payment for goods 结算及货款支付**

7.1The settlement currency of the Contract is RMB.

本合同结算货币为人民币。

7.2Terms of payment: See Article 4 of Part I.

付款方式：见第一部分第四条。

7.3Settlement basis: equipment delivery records of both parties, unpacking acceptance sheet of newly purchased mechanical equipment, load acceptance sheet and acceptance sheet upon expiration of warranty period.

结算依据：双方设备交货记录、新购机械设备开箱验收单、负载验收单、质保期满验收单。

7.4Party B shall provide the special VAT invoice recognized by Party A's finance department.

乙方提供甲方财务认可的增值税专用发票。

**8、 Transportation and insurance运输及保险**

Party B shall be responsible for the equipment transportation and bear the loading expense, transportation expense and insurance expense.

乙方负责设备运输并承担装车费用、运输费用及保险费用。

**9、 Packing and marking 包装与标记**

9.1All goods delivered by Party B shall comply with the provisions of railway, highway and air packaging storage and transportation instruction marks and the provisions of national competent authorities, and shall be provided with strong packaging suitable for long-distance transportation, multiple handling and loading and unloading and can guarantee the secondary transportation. Ensure safe transport of the goods to the construction site without any damage and corrosion. Before product packaging, Party B shall be responsible for checking and clearing the equipment, leaving no foreign matter, and ensure that the parts are complete.

乙方交付的所有货物要符合铁路、公路、航空包装储运指示标志的规定及国家主管机关的规定，具有适合长途运输、多次搬运和装卸的坚固包装且能保证二次运输。保证货物在没有任何损坏和腐蚀的情况下安全运输到施工现场。产品包装前,乙方负责对设备进行检查清理,不留异物,并保证零部件齐全。

9.2Party B shall clearly mark the part number and part number of each bulk part in the packing case in the assembly drawing.

乙方对包装箱内的各散装部件在装配图中的部件号、零件号应标记清楚。

9.3Each packing case shall be attached with detailed packing list and certificate of conformity including name, quantity, price, unit number and drawing number of components. The packing boxes of purchased parts shall be provided with one copy of product quality certificate and one copy of technical description.

每件包装箱内，应附有包括部件名称、数量、价格、机组号、图号的详细装箱单、合格证。外购件包装箱内应有产品出厂质量合格证明书、技术说明各一份。

9.4Party B shall provide necessary spare parts, which shall be separately packed and marked with the above contents, and special tools shall be separately packed.

乙方要提供必需的备品备件，备品备件应分别包装并注明上述内容，专用工具也应分别包装。

9.5If the goods are damaged or lost due to Party B's improper packing or storage, Party B shall be responsible for timely repair, replacement or compensation once it is confirmed, no matter when and where it is found. In case of damage and loss of goods during transportation, Party B shall be responsible for negotiating with the carrier and insurance company, and Party B shall supplement goods to Party A as soon as possible to meet the construction period. If the goods are lost when Party A keeps them, Party A shall bear the responsibility.

凡由于乙方包装或保管不善致使货物遭到损坏或丢失时，不论在何时何地发现，一经证实，乙方均应负责及时修理、更换或赔偿。在运输中如发生货物损坏和丢失时，乙方负责与承运部门及保险公司交涉，同时乙方应尽快向甲方补供货物以满足工期需要。货物甲方保管时如有丢失，甲方承担责任。

9.6One copy of packing list shall be submitted to Party A in advance before delivery.

装箱清单1份应在交货前提前交给甲方。

**10、 Technical services and training技术服务和培训**

10.1Party B shall provide relevant technical data, technical guidance, technical disclosure, technical training and other services in the whole process of equipment production, inspection, installation, commissioning, acceptance, operation and repair related to the contract equipment in a timely manner.

乙方应及时提供与本合同设备有关的设备生产、检验、安装、调试、验收、运行、检修等相应的技术资料、技术指导、技术交底、技术培训等全过程的服务。

10.2Party B shall send representatives to the site to provide technical services, and be responsible for solving the manufacturing quality and performance problems found in the installation, commissioning and trial operation of the contract equipment.

乙方需派代表到现场进行技术服务，负责解决合同设备在安装调试、试运行中发现的制造质量及性能等有关问题。

10.3Party B is obliged to invite Party A to participate in Party B's technical design when necessary and explain the technical design to Party A.

乙方有义务在必要时邀请甲方参与乙方的技术设计，并向甲方解释技术设计。

10.4In case of major issues requiring both parties to study and negotiate, either party may propose to convene a meeting and the other party must attend.

如遇有重大问题需要双方研究协商时，任何一方均可建议召开会议，另一方必须参加。

10.5Party A and Party B shall have the right to distribute all data related to the contract equipment provided by the other party to all parties related to the contract equipment demand project, which shall not constitute any infringement, but shall not provide them to any third party irrelevant to the project.

甲乙双方有权将对方所提供的一切与本合同设备有关的资料分发给与本合同设备需求项目有关的各方，并不由此而构成任何侵权，但不得向任何与本工程无关的第三方提供。

10.6The technical personnel assigned by Party B to the site for service shall be the personnel with practical experience who can be qualified for this work. Party A shall have the right to replace Party B's on-site service personnel who fail to meet the requirements, and Party B shall re appoint the service personnel.

乙方派到现场服务的技术人员应是具有实践经验、可胜任此项工作的人员。甲方有权提出更换不符合要求的乙方现场服务人员，乙方须重新选派服务人员。

10.7Party B shall be fully responsible for all the supply, equipment and technical interface, technical services and other issues related to this Contract.

乙方须对一切与本合同有关的供货、设备及技术接口、技术服务等问题负全部责任。

10.8For other equipment and devices connected with the contract equipment, Party B shall have the obligation to provide interface and technical cooperation, and shall not incur any expense beyond the contract price.

凡与本合同设备相连接的其它设备装置，乙方有提供接口和技术配合的义务，并不由此而发生合同价格以外的任何费用。

10.9Party B shall be responsible for the losses caused by the negligence or mistakes of Party B's technical service personnel in the installation, commissioning and trial operation and Party B's failure to assign personnel as required to guide the inspection, acceptance and operation personnel designated by Party A.

由于乙方技术服务人员对安装、调试、试运的工作的疏忽或错误以及乙方未按要求派人对甲方指定的检验、验收及操作作业人员进行指导而造成的损失应由乙方负责。

10.10Party B shall be responsible for the technical performance index that its design scheme and equipment shall reach. Party B shall bear the losses and responsibilities caused by the failure of the engineering design scheme and the technical indicators of the equipment.

乙方对其设计方案和设备应当达到的技术性能指标负责。乙方承担因工程设计方案和设备技术指标不达标造成的损失和责任。

**11、 Manufacturing supervision监造**

11.1Party A may carry out equipment supervision when it deems necessary. Party B shall have the obligation to cooperate with the supervision and provide corresponding data and standards in time during the supervision, without incurring any expenses therefrom.

甲方认为必要时可进行设备监造。乙方有配合监造的义务，在监造中及时提供相应资料和标准，并不由此而发生任何费用。

11.2The second party shall provide the following information to the on-site representative and supervision representative of the first party:

乙方须为甲方驻厂代表和监造代表提供下列内容：

11.2.1The standards (including factory standards), drawings, materials, processes, actual process and inspection records (including intermediate inspection records or inconsistency reports) related to the supervision of the equipment under this contract, as well as relevant documents and copies.

与本合同设备监造有关的标准〈包括工厂标准〉、图纸、资料、工艺及实际工艺过程和检验记录(包括中间检验记录或不一致性报告)及有关文件以及复印件。

11.2.2Provide work and living convenience to the supervision representative.

向监造代表提供工作、生活便利。

11.2.3If the supervision representative finds any quality problems or non-compliance with the standards or packaging requirements of this regulation in the equipment and materials during the supervision, they have the right to raise opinions and temporarily refuse to sign. Party B shall take corresponding improvement measures to ensure the quality of delivery. Regardless of whether the supervision representative requests or is aware of it, Party B has the obligation to proactively and promptly provide significant quality defects and problems that occur during the manufacturing process of the contracted equipment, and shall not conceal or handle them without authorization.

监造代表在监造中如发现设备和材料存在质量问题或不符合本规定的标准或包装要求时，有权提出意见并暂不予以签字，乙方须采取相应改进措施,以保证交货质量。无论监造代表是否要求和是否知道，乙方均有义务主动及时地向其提供合同设备制造过程中出现的较大的质量缺陷和问题，不得隐瞒,擅自处理。

**12、 Installation, debugging, inspection and acceptance安装调试及检验验收**

12.1With the cooperation of Party A, Party B shall install, debug, test run, and conduct on-site maintenance of the contracted equipment based on relevant technical data, inspection standards, drawings, and instructions. The first party is responsible for equipment unloading, installation, lifting, and welding, as well as necessary manpower support. The entire installation and debugging process must be completed by the on-site technical service personnel of Party B in the presence of personnel designated by Party A.

合同设备在甲方的配合下，由乙方根据相关的技术资料、检验标准、图纸及说明书进行安装、调试、试运行和现场检修。甲方负责设备卸车、安装、吊装和焊接等设备及必要的人力支持。整个安装、调试过程须在有甲方指定人员在场的情况下由乙方现场技术服务人员完成。

12.2After the installation of the contracted equipment is completed, personnel designated by Party A shall participate, and Party B's personnel shall carry out debugging work and provide guidance to Party A's personnel. Party B shall promptly solve any equipment problems that arise during debugging.

合同设备安装完毕后，应有甲方指定人员参与，由乙方人员进行调试工作，并对甲方人员进行指导，乙方尽快解决调试中出现的设备问题。

12.3Factory inspection and on-site unpacking acceptance

工厂检验与现场开箱验收

12.3.1All contract equipment components (including subcontracting and outsourcing) supplied by Party B must undergo strict inspection and testing during the production process, and only those that pass the inspection can be shipped from the factory. The second party shall also provide qualification certificates and quality certification documents in the random files.

由乙方供应的所有合同设备部件（包括分包与外购），在生产过程中都须进行严格的检验和试验，合格者才能出厂发运。乙方还应在随机文件中提供合格证和质量证明文件。

12.3.2After the equipment arrives at the destination, the unpacking inspection shall be carried out: Party A and Party B shall jointly check and inspect the packaging, appearance, and quantity of the equipment based on the waybill and packing list. If any discrepancies are found and confirmed by representatives of both parties to be the responsibility of Party B, Party B shall resolve and handle them.

设备到达目的地后进行开箱验收：甲乙方双方共同根据运单和装箱单对对设备的包装、外观及数量进行清点检验。如发现有任何不符之处经双方代表确认属乙方责任后，由乙方解决处理。

12.3.3During on-site inspection, if any damage, defect, shortage or non-compliance with the quality standards and specifications stipulated in the contract is found in the equipment due to the fault of Party B (including transportation), a record shall be made and signed by representatives of both parties, with each party holding one copy, as the basis for Party A to propose repair or replacement or claim compensation to Party B; If Party B entrusts Party A to repair the damaged equipment, all costs of repairing the equipment shall be borne by Party B; If damage or shortage is found due to the fault of Party A, Party B shall unconditionally provide or replace the corresponding components upon receiving notice from Party A, but the cost shall be borne by Party A.

现场检验时，如发现设备由于乙方原因(包括运输)有任何损坏、缺陷、短少或不符合合同中规定的质量标准和规范时，应做好记录，并由双方代表签字，各执一份，作为甲方向乙方提出修理或更换、索赔的依据；如果乙方委托甲方修理损坏的设备，所有修理设备的费用由乙方承担；如果由于甲方原因，发现损坏或短缺，乙方在接到甲方通知后，应无条件提供或替换相应的部件，但费用由甲方自负。

12.4Installation inspection: After the second party completes the installation and commissioning of the equipment in accordance with the provisions of this contract, the first party shall inspect the installation and commissioning results and determine whether they can operate normally. If any problems or malfunctions occur during the installation and debugging process, Party B shall be responsible for repair and replacement. If it cannot be used normally within 7 days after installation and debugging, Party A has the right to request a return, and Party B shall bear the liability for breach of contract.

安装检验：乙方按照本合同约定完成设备的安装调试后，甲方应对安装调试结果进行检验，并确定是否能够正常运转。如在安装调试过程中出现任何问题或故障的，乙方应负责维修、更换，如在安装调试后7日内仍无法正常使用，甲方有权要求退货，乙方应承担违约责任。

12.4.1If Party B has any objection to Party A's request for repair, replacement, or compensation, it shall raise it within 2 days after receiving written notice from Party A. Otherwise, the above request shall be deemed valid. And within 5 days after receiving the notice, Party B shall, at its own expense, send a representative to the site to jointly conduct a re inspection with Party A's representative.

乙方如对上述甲方提出修理、更换、索赔的要求有异议，应在接到甲方书面通知后2天内提出，否则上述要求即告成立。且乙方在接到通知后5天内，自费派代表赴现场同甲方代表共同复验。

12.4.2If the representatives of both parties cannot reach a consensus on the inspection records during the joint inspection, both parties may entrust an authoritative third-party inspection agency and send personnel from both parties to jointly conduct the inspection. The inspection results are binding on both parties, and the inspection costs are borne by the responsible party.

如双方代表在会同检验中对检验记录不能取得一致意见时，可由双方委托权威的第三方检验机构并甲乙双方派员一起联合进行检验。检验结果对双方都有约束力，检验费用由责任方负担。

12.4.3The time for Party A to file a claim for the goods inspected upon arrival shall not be later than 6 months from the date of arrival of the goods at the site.

甲方对到货检验的货物提出索赔的时间，不迟于货物抵达现场之日起的6个月。

12.4.4The above inspections are only on-site arrival inspections. Even if no problems are found, or if Party B has replaced or repaired according to the claim requirements, it cannot be regarded as the release of Party B's quality assurance responsibility as stipulated in the contract.

上述各项检验仅是现场的到货检验,尽管没有发现问题,或乙方已按索赔要求予以更换、修理,均不能被视为乙方按合同规定应承担的质量保证责任的解除。

12.4.5The above-mentioned unpacking acceptance and installation inspection conducted by Party A in accordance with the provisions of this contract shall not be deemed as Party A's final confirmation of the quality of the mechanical equipment under this contract, nor shall it reduce or exempt Party B from its quality assurance responsibilities.

甲方按照本合同约定进行的上述开箱验收和安装检验均不作为甲方对本合同项下机械设备质量合格的最终确认，亦不减轻或免除乙方应承担的质量保证责任。

12.5Load acceptance shall be carried out when the unpacking acceptance, installation acceptance, and no-load acceptance meet the requirements. Load acceptance should ensure continuous and stable operation of the equipment under rated working conditions. This acceptance test is the responsibility of Party A, with Party B participating.

在开箱验收和安装验收和空载验收满足要求的情况下，进行负载验收。负载验收应在额定工况下设备达到连续稳定的运行。此验收试验由甲方负责，乙方参加。

12.6After the load acceptance is passed, Party A and Party B should sign the load acceptance document within 7 days.

负载验收通过后 , 甲方和乙方应该在 7 天内签署负载验收文件。

12.7For any reason, if any defects are found in the equipment before the expiration of the warranty period, including but not limited to quality defects, potential quality defects, or the use of unsuitable materials, Party A has the right to demand compensation from Party B.

无论任何原因 , 如果设备在质量保证期满前发现有缺陷 , 包括但不限于质量缺陷、潜在质量缺陷或使用了不合适的材料 , 甲方有权要求乙方赔偿。

12.8The second party is responsible for contacting the technical supervision department of the equipment usage location, handling the special equipment usage license, and bearing the certification fee, with the first party providing assistance.

乙方负责与设备使用地的技术监督部门联系，办理特种设备使用许可证并承担取证费，甲方给予协助。

12.9During the on-site service period of Party B's technical personnel at Party A's site, Party A shall provide work meals, and other expenses shall be borne by Party B.

乙方技术人员在甲方现场服务期间，甲方提供工作餐，其余费用由乙方自理。

12.10Requirements for equipment operating time during no-load acceptance

空载验收对设备运行时间的要求

12.10.1The acceptance time for no-load operation of self-propelled single machine equipment shall not be less than 2 hours.

自行式单机类设备空载运行验收时间不低于2小时。

12.10.2The acceptance work for the no-load operation of fixed complete sets of equipment shall not be less than 30 times.

固定式成套类设备空载运行验收工作动作不低于30次。

12.10.3Time requirements for load acceptance. The equipment shall undergo load acceptance after 7 working days of normal production under rated conditions.

负载验收时间要求。设备在额定工况下正常生产7个工作日后进行设备负载验收。

**13、 Risk and Ownership Transfer风险****及所有权转移**

13.1The risk of equipment damage or loss shall be borne by Party B before delivery and by Party A after delivery. The term "delivery" in this contract refers to the delivery of the equipment purchased by Party A by Party B to the designated location of Party A and its acceptance by Party A. The equipment that passes the acceptance shall be deemed as delivered.

设备毁损、灭失的风险，在设备交付前由乙方承担，交付后由甲方承担。本合同中的“交付”是指乙方将甲方所采购的设备运至甲方指定地点并经甲方验收合格后，对验收合格的设备视作已经交付。

13.2Even if the equipment has been handed over to Party A, if Party B fails to deliver the relevant documents and materials as agreed, the risk of equipment damage or loss shall still be borne by Party B.

即使设备已经移交甲方，如乙方未按照约定交付有关设备的单证和资料等，设备毁损、灭失的风险仍应由乙方承担。

13.3If the quality of the equipment does not meet the quality requirements, resulting in the inability to achieve the purpose of the contract, Party A may refuse to accept the equipment or terminate the contract. If Party A refuses to accept the equipment or terminates the contract, the risk of equipment damage or loss shall be borne by Party B.

因设备质量不符合质量要求，致使不能实现合同目的的，甲方可以拒绝接受设备或者解除合同。甲方拒绝接受设备或者解除合同的，设备毁损、灭失的风险由乙方承担。

13.4The transfer of equipment risks does not affect the claims of breach of contract, compensation liability, and product infringement liability.

设备风险的转移，不影响违约、赔偿责任和产品侵权责任的主张。

13.5After the delivery of the equipment, ownership shall be transferred to Party A.

设备交付后所有权即转移至甲方。

**14、 Effectiveness, amendment and termination of the contract合同的生效、变更和终止**

14.1本合同签约形式适用第14.1.2条；

14.1.1Both parties agree to sign this contract electronically through Yunzhu Network, and this contract shall come into effect from the date when both parties affix their electronic signatures. After the contract takes effect, both parties can review, download, and print this contract. The downloaded and printed contract can be compared with the electronic contract in Yunzhu Network. If there are any differences, the electronic contract in Yunzhu Network shall prevail.

双方同意通过云筑网以电子签章的方式签署本合同，本合同自双方加盖电子签章之日起生效。合同生效后，双方均可对本合同进行查阅、下载、打印。下载、打印后的合同可以与云筑网中的电子合同进行比对，如有不同，以云筑网中的电子合同为准。

14.1.2Both parties agree to sign this contract by affixing physical seals. The contract shall come into effect upon the affixation of seals by both parties, and shall terminate upon completion of all the contents stipulated in the contract and expiration of the warranty period.

双方同意通过加盖物理印章的方式签署本合同，合同自双方盖章后生效，完成合同约定的全部内容且保修期满后即告终止。

14.2The validity period of this contract is from the effective date of the contract to the expiration of the equipment quality guarantee period.

本合同有效期：从合同生效之日起到设备质量保证期满止。

14.3Once this contract comes into effect, neither party shall make any unilateral modifications to the content of this contract (including attachments) without authorization, but either party may propose changes, modifications, cancellations, or supplements to the content of the contract in writing; This suggestion should be notified to the other party in writing and confirmed by both parties' signatures. If the modification changes the contract price and delivery schedule, a detailed explanation of the impact on the contract price or delivery schedule should be provided within 5 working days after receiving the aforementioned modification notice. After both parties agree, the modified parts shall be copied to the relevant units of the original contract with the signature of the legal representative or authorized person (who must be authorized in writing by the legal representative) of both parties.

本合同一经生效，合同双方均不得擅自对本合同的内容(包括附件)作任何单方面的修改，但任何一方均可以对合同内容以书面形式提出变更、修改、取消或补充的建议；该项建议应以书面形式通知对方并经双方签字确认。如果该项修改改变了合同价格和交货进度，应在收到上述修改通知书后的5个工作日内，提出影响合同价格或交货期的详细说明。双方同意后经双方法人或被授权人(须经法定代表人书面授权委托)签字，将修改后的有关部分抄送原合同有关单位。

14.4If Party B violates or refuses to perform the provisions of this contract, Party A shall notify Party B in writing. Party B shall confirm the correctness of the violation or refusal within 5 days after receiving the notice, and shall make corrections. If it is deemed that it is not possible to correct within 5 days, a correction plan shall be proposed. If no correction is made or a correction plan cannot be proposed, Party A reserves the right to terminate this contract in its entirety. For this suspension, Party A will not issue a change notice, and all expenses, losses, and claims arising therefrom will be borne by Party B.

如果乙方有违反或拒绝执行本合同规定的行为时，甲方书面通知乙方，乙方在接到通知后5天内确认无误后应对违反或拒绝做出修正，如果认为在5天内来不及纠正时，应提出修正计划。如果得不到纠正或提不出修正计划，甲方将保留中止本合同的全部的权利。对于这种中止，甲方将不出具变更通知书，由此而发生的一切费用、损失和索赔将由乙方负担。

14.5If Party A exercises the right of suspension, Party A has the right to suspend payment of the suspended portion due to Party B.

如果甲方行使中止权利，甲方有权停付到期应向乙方支付中止部分的款项。

14.6In the process of contract execution, if this contract cannot be executed normally due to national plan adjustments, Party B or Party A may propose to the other party to suspend the execution of the contract or modify the relevant terms of the contract, and both parties shall negotiate and handle the relevant matters.

在合同执行过程中，若因国家计划调整而引起本合同无法正常执行时，乙方或甲方可以向对方提出中止执行合同或修改合同有关条款的建议，与之有关事宜双方协商办理。

14.7If Party A requests a return midway due to its own reasons, Party A shall pay Party B a penalty of 10% of the price of the returned equipment.

因甲方原因要求中途退货，甲方应向乙方偿付违约金，违约金为退货部分设备价格的10%。

14.8If the delivery cannot be made due to the fault of Party B, Party B shall return the purchase price already paid by Party A and pay Party A a penalty of 50% of the total equipment price.

因乙方原因而不能交货，乙方应返还甲方已经支付的购货款，并向甲方偿付违约金，违约金为设备总价的50%。

14.9If Party B goes bankrupt, changes its property rights (merger, consolidation, dissolution, cancellation) or has no ability to repay, or operates its business under bankruptcy management for the benefit of creditors, Party A has the right to immediately notify Party B or the bankruptcy liquidation administrator or the contract owner in writing to terminate the contract, or provide an option to the bankruptcy administrator, liquidator or the contract owner, and execute a part of the contract agreed by Party A based on their reasonable and faithful performance of the contract guarantee.

如果乙方破产、产权变更〈被兼并、合并、解体、注销〉或无偿还能力，或为了债权人的利益在破产管理下经营其业务，甲方有权立即书面通知乙方或破产清算管理人或合同归属人终止合同，或向该破产管理人、清算人或该合同归属人提供选择，视其给出合理忠实履行合同的保证情况，执行经过甲方同意的一部分合同。

**15、 Intellectual Property Protection知识产权保护**

Party B promises that the mechanical equipment under this contract does not infringe the intellectual property rights and other rights and interests of any country, enterprise or individual, and guarantees that Party A will not suffer any lawsuit, arbitration, claim or other economic losses due to the infringement of any intellectual property rights or other third party's rights and interests. Otherwise, Party B shall compensate Party A for all direct and indirect losses incurred thereby.

乙方承诺本合同项下的机械设备未侵犯任何国家或企业、个人的知识产权等任何权益，并保障甲方免予承受因侵犯任何知识产权或其他第三方权益而遭受的诉讼、仲裁、索赔或其它经济损失，否则，乙方应赔偿甲方因此遭受的所有直接和间接损失。

**16、 Confidentiality Obligations保密义务**

16.1 Except for the personnel employed by Party B to perform the Contract, Party B shall not disclose the provisions of the Contract, relevant specifications, plans, drawings, patterns, samples or the materials provided by Party A to Party B for the above contents to any third party other than this Agreement without the written permission of Party A. Party B shall, on the premise of external confidentiality, provide relevant information to its employees only within the scope necessary for the performance of the Contract.

除乙方为执行合同所雇人员外，在未经甲方书面许可的情况下，乙方不得将合同中的规定、有关规格、计划、图纸、式样、样本或甲方为上述内容向乙方提供的资料向本协议以外的任何第三方披露。乙方须在对外保密的前提下，对其雇用人员提供相关资料仅限于执行合同必须提供的范围之内。

16.2 Unless otherwise agreed in the Contract, all materials listed in the Contract shall remain the property of Party A. If required by Party A, Party B shall return the corresponding materials (including all copies) to Party A after the performance of its contractual obligations.

除合同另有约定以外，本合同列明的所有资料始终为甲方财产，若甲方要求，乙方应于其合同义务履行完毕以后退还甲方相应资料（包括所有副本）。

16.3Without the written consent of Party A, Party B shall not disclose the information stored in the equipment to a third party. If Party B discloses the information stored in the equipment to a third party privately, Party B shall pay Party A liquidated damages equivalent to 20% of the total provisional contract amount and compensate Party A for all losses caused thereby.

在未经甲方书面许可的情况下，乙方不得把设备中存储的信息向第三方披露，如出现私自把设备中存储的信息向第三方披露，乙方应向甲方偿付暂定合同总额20％的违约金，并赔偿由此给甲方造成的一切损失。

**17、 Force Majeure不可抗力**

17.1If either of the Parties is prevented from performing its obligations under the Contract by Force Majeure, the period of delay in performing its obligations under the Contract shall be equal to the period affected by the Force Majeure, but the Contract Price shall not be adjusted due to the delay of Force Majeure.

合同双方中的任何一方，由于不可抗力事件而影响合同义务的执行时，则延迟履行合同义务的期限相当于不可抗力事件影响的时间，但是不能因为不可抗力的延迟而调整合同价格。

17.2The party affected by the force majeure shall notify the other party in writing of the occurrence of the force majeure event as soon as possible after the occurrence of the force majeure event, and submit the supporting documents issued by the relevant departments to the other party for review and confirmation within 10 days. The affected party shall try its best to minimize the impact and delay caused thereby, and shall notify the other party immediately once the impact of the force majeure is eliminated.

受到不可抗力影响一方应在不可抗力事故发生后，尽快将所发生的不可抗力事件的情况书面通知另一方，并在10天内将有关部门出具的证明文件提交给另一方审阅确认，受影响的一方同时应尽量设法缩小这种影响和由此而引起的延误，一旦不可抗力的影响消除后，应将此情况立即通知对方。

17.3If the impact of the force majeure event is estimated to last for more than 30 days, both parties shall solve the implementation of the Contract (including delivery, commissioning and acceptance) through friendly negotiation.

如双方对不可抗力事件的影响估计将延续到30天以上时，双方应通过友好协商解决本合同的执行问题(包括交货、试运行和验收等问题)。

**18、 Supplemental Agreement补充协议**

18.1For matters not covered in this Contract, a supplementary agreement may be entered into by both parties through consultation. For the legal effect of the supplementary agreement, see Article 2 of Part II of this Contract.

本合同未尽事宜，经双方协商一致，可订立补充协议，补充协议法律效力见本合同第二部分第2条。

**19、 Settlement of Contract Disputes合同争议的解决**

19.1Dispute arbitration: In case of any dispute, controversy or claim arising out of or in connection with this Contract and the settlement fails and the settlement period has expired, both parties agree to submit it to Shijiazhuang Arbitration Commission for arbitration.

争议仲裁:因本合同引起或与之相关任何争议、纠纷或权利主张，和解不成且已超过和解期的,双方同意提交石家庄仲裁委员会裁决。

19.2The agreement on jurisdiction in this Contract is the only one. Either party shall not separately agree or change the agreement on jurisdiction in this Contract through the transfer of creditor's rights or other means for the dispute settlement method involving the matters agreed in this Contract or related matters. In case of similar circumstances, such agreement shall also be invalid.

本合同中关于管辖权的约定是唯一的，任何一方不得通过债权转让或其它方式对涉及本合同约定事项或与之相关的事项的争议解决方式进行另行约定或对本合同关于管辖权的约定进行变更，如发生类似情形，该等约定亦属无效。

19.3All reasonable expenses arising from arbitration shall be borne by both parties themselves, including but not limited to case acceptance fee, arbitration fee, lawyer's fee, preservation fee, preservation insurance fee, travel expense, notarization fee, appraisal fee and other expenses arising from arbitration.

因仲裁产生的各项合理费用由双方自行承担，包括但不限于案件受理费、仲裁费、律师费、保全费、保全保险费、差旅费、公证费及鉴定费等因仲裁引发的费用。

**20、 Annex附件**

Annex1:Power of Attorney附件1：授权委托书

Annex2:Safety Management Agreement附件2：安全管理协议书

Annex3:Incorruptible Employment Agreement附件3：廉洁从业共建协议

Annex4:Manufacturer's Authorization Letter (if required)

附件4：制造商授权书（如需）

Annex5:Equipment configuration list附件5：设备配置清单

Annex6:Core Component Configuration Table附件6：核心部件配置表

Annex7:List of main parts and components of equipment

附件7：设备主要零部件明细表

Annex8:Spare parts list attached with equipment

附件8：随设备备品备件一览表

Annex9:List of special tools attached with equipment

附件9：随设备专用工具一览表

Annex10:List of technical data or drawings provided with the equipment

附件10：随设备提供的技术资料或图纸一览表

Party B: 乙方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

Party A: 甲方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

**Part III Special Conditions of Contract第三部分 专用合同条款**

**1、 Applicable Laws and Regulations适用法律法规**

1.1 Revised to 1.1 The laws applicable to this Contract include the laws, administrative regulations, department rules duly promulgated and implemented in Philippines, as well as the local regulations, autonomous regulations, special regulations and local government rules of the place where the equipment is located.

1.1修改为1.1适用于本合同的法律包括菲律宾正式颁布实施的法律、行政法规、部门规章，以及设备所在地的地方法规、自治条例、单行条例和地方政府规章等。

See General Conditions of Contract.见通用合同条款。

Other laws and administrative regulations that need to be clarified:

需要明示其他的法律、行政法规：

**2、 Composition and interpretation sequence of contract documents合同文件组成及解释顺序**

See General Conditions of Contract.见通用合同条款。

**3、Definitions of Terms used in the Contract本合同所用名词定义**

See General Conditions of Contract.见通用合同条款。

**4、Quality Assurance and Claims质量保证与索赔**

See General Conditions of Contract.见通用合同条款。

**5、Data provision资料提供**

See General Conditions of Contract.见通用合同条款。

**6、contract price合同价格**

6.2 It shall be modified as: 6.2 All expenses incurred by Party B in transporting the equipment from the location to the place of delivery designated by Party A in good conditions and guiding the installation and commissioning, including but not limited to the manufacturing of the contract equipment and auxiliary equipment and facilities (including spare parts, special tools and wearing parts, etc.), packaging, guiding the installation and commissioning, sea freight, customs declaration and clearance fees, customs duties, commodity inspection, certificate collection, technical data, technical services, equipment taxes, transportation fees, river crossing fees, highway fees, insurance premiums, resident supervision fees, host external packaging fees, loading fees, packaging fees, installation guidance fees, training fees, government fees (if any), profits, risk fees, financial fees, Management fees, risks arising from market price fluctuation All fees paid to relevant departments, all due fees specified in the policy documents, other taxes except VAT, and all fees required for Party B to perform the Contract. Unless otherwise specified in the contract terms, the royalties of the patents, proprietary technologies and technical secrets determined to be adopted by Party B before and at the time of signing the contract have been included in the contract price.

6.2修改为：6.2乙方把设备由所在地，完好无损地运至甲方指定交货地点并进行指导安装调试工作所发生的一切费用，包括但不限于本合同设备及辅助设备设施的制造(含备品备件、专用工具及易损件等)、包装、指导安装调试、海运费、报关清关费、关税、商检、取证、技术资料、技术服务、设备的税费、运输费、过江过桥费、高速公路费、保险费、驻厂监造费、主机外封装、装车费、包装回收费、安装指导费、培训费、政府规费（如有）、利润、风险费、财务费、管理费、市场价格波动带来的风险、向有关部门缴纳的各项费用以及政策性文件所规定的各项应有费用、增值税以外其他税费等乙方因履行本合同所需的全部费用。除合同条款另有约定外，乙方在合同签订前和签订时已确定采用的专利、专有技术、技术秘密的使用费已包含在签约合同价中。

See the General Conditions of Contract for others.其他见通用合同条款。

**7、 Settlement and payment for goods结算及货款支付**

7.1 is modified as: 7.1 The settlement currency of the Contract is Philippine Pesos

.7.1修改为：7.1本合同结算货币为菲律宾比索元。

7.2 is modified as 7.2 After signing the Contract, Party B shall provide the invoice accepted by Party A financially, and Party A shall pay the advance payment to 30% of the total contract price. After the equipment arrives at the site and the acceptance is completed, Party A shall pay to 90% of the total contract price. After the equipment installation and commissioning are completed and the load acceptance is qualified, Party A shall pay to 100% of the total contract price. Party B shall fulfill its equipment quality and service commitment according to the contract, and the warranty period shall be calculated after the load acceptance is qualified.

7.2修改为7.2本合同签订后乙方提供甲方财务认可的发票，甲方付预付款至合同总价款的30 %，设备到场并完成验收后，甲方支付至合同总价款的90 %，设备安装调试完毕，负载验收合格后，支付至合同总价款的100 %。乙方按合同履行其设备质量和服务承诺，负载验收合格后开始计算质保期。

7.4 is modified as 7.4 Party B shall provide Philippines VAT invoice recognized by Party A's finance.

7.4修改为7.4乙方提供甲方财务认可的菲律宾增值税发票。

See the General Conditions of Contract for others.其他见通用合同条款。

**8、 Transportation and insurance运输及保险**

Modification: Party B shall be responsible for equipment transportation and bear loading expense, customs declaration and clearance expense, customs duty, transportation expense and insurance expense.

修改为乙方负责设备运输并承担装车费用、报关清关费、关税、运输费用及保险费用等。

**9、 Packing and marking包装与标记**

See General Conditions of Contract.见通用合同条款。

**10、 Technical services and training技术服务和培训**

10.6 It shall be modified as follows: 10.6 The technical personnel assigned by Party B to guide installation and commissioning shall be the personnel with practical experience who can succeed in this work. Party A shall have the right to replace the service personnel appointed by Party B who fail to meet the requirements, and Party B shall reassign the service personnel.

10.6修改为：10.6乙方指派的指导安装调试等的技术人员应是具有实践经验、可胜任此项工作的人员。甲方有权提出更换不符合要求的乙方指派的服务人员，乙方须重新指派服务人员。

See the General Conditions of Contract for others.

其他见通用合同条款。

**11、 Manufacturing supervision监造**

See General Conditions of Contract.见通用合同条款。

**12、 Installation commissioning and inspection acceptance安装调试及检验验收**

12.1 It is modified as: 12.1 The contract equipment shall be installed, commissioned, commissioned and overhauled by Party A with the cooperation of Party A according to the relevant technical data, inspection standards, drawings and instructions provided by Party B and under the guidance of Party B. Party A shall be responsible for equipment unloading, installation, hoisting and welding and other equipment and necessary human support. The whole installation and commissioning process shall be completed under the guidance of Party B's technical service personnel in the presence of Party A's designated personnel.

12.1修改为：12.1合同设备在甲方的配合下，由甲方根据乙方提供相关的技术资料、检验标准、图纸 说明书以及乙方的指导下进行安装、调试、试运行和检修。甲方负责设备卸车、安装、吊装和焊接等设备及必要的人力支持。整个安装、调试过程须在有甲方指定人员在场的情况下由乙方技术服务人员指导甲方人员完成。

12.2 is modified as: 12.2 After the contract equipment is installed, Party B's personnel shall guide Party A's personnel to conduct commissioning, and Party B shall guide Party A to solve the problems during commissioning as soon as possible.

12.2修改为：12.2合同设备安装完毕后，由乙方人员对甲方人员进行指导调试工作，乙方应尽快指导甲方解决调试中出现的问题。

12.3.2 is modified as: 12.3.2 After the equipment arrives at the destination, open case acceptance shall be conducted: Party A and Party B shall jointly (with video) count and inspect the packaging, appearance and quantity of the equipment according to the waybill and packing list. If any discrepancy is found, it shall be settled by Party B after the representatives of both parties confirm that it is Party B's responsibility.

12.3.2修改为：12.3.2设备到达目的地后进行开箱验收：甲乙方双方共同（可视频）根据运单和装箱单对设备的包装、外观及数量进行清点检验。如发现有任何不符之处经双方代表确认属乙方责任后，由乙方解决处理。

12.4 is modified as: 12.4 Installation inspection: After Party B instructs Party A's personnel to complete the installation and commissioning of the equipment as agreed herein, Party A shall inspect the installation and commissioning results and determine whether they can operate normally. In case of any problem or fault during installation and commissioning, Party B shall be responsible for guiding the repair and replacement. If it cannot be used normally within 7 days after installation and commissioning, Party A shall have the right to require the return of goods and Party B shall bear the liability for breach of contract.

12.4修改为：12.4安装检验：乙方按照本合同约定指导甲方人员完成设备的安装调试后，甲方应对安装调试结果进行检验，并确定是否能够正常运转。如在安装调试过程中出现任何问题或故障的，乙方应负责指导维修、更换，如在安装调试后7日内仍无法正常使用，甲方有权要求退货，乙方应承担违约责任。

12.4.1 is modified as: 12.4.1 If Party B has any objection to the above requirements of repair, replacement and claim proposed by Party A, it shall propose it within 2 days after receiving the written notice from Party A, otherwise, the above requirements shall be established. And Party B shall, within 30 days after receiving the notice, send representatives to the site for re inspection together with Party A's representatives at its own expense.

12.4.1修改为：12.4.1乙方如对上述甲方提出修理、更换、索赔的要求有异议，应在接到甲方书面通知后2天内提出，否则上述要求即告成立。且乙方在接到通知后30天内，自费派代表赴现场同甲方代表共同复验。

See the General Conditions of Contract for others.其他见通用合同条款。

**13、 Transfer of risk and ownership风险及所有权转移**

See General Conditions of Contract.见通用合同条款。

**14、 Validity, alteration and termination of the Contract合同的生效、变更和终止**

See General Conditions of Contract.见通用合同条款。

**15、 Protection of intellectual property rights知识产权保护**

See General Conditions of Contract.见通用合同条款。

**16、 Confidentiality Obligations保密义务**

See General Conditions of Contract.见通用合同条款。

**17、Force Majeure不可抗力**

See General Conditions of Contract.见通用合同条款。

**18、 Supplemental Agreement补充协议**

See General Conditions of Contract.见通用合同条款。

**19、 Settlement of Contract Disputes合同争议的解决**

19.1 shall be amended as: 19.1 Arbitration of Disputes: In the event of any dispute, controversy or claim arising out of or in connection with this Contract which cannot be settled and for which the period of settlement has expired, the Parties agree to submit the same to the courts of Manila, Philippines for litigation.

19.1修改为：19.1争议仲裁:因本合同引起或与之相关任何争议、纠纷或权利主张，和解不成且已超过和解期的,双方同意提交菲律宾马尼拉法院起诉。

19.3 is amended to 19.3 All reasonable expenses arising from the prosecution of the case shall be borne by the parties themselves, including but not limited to the case acceptance fee, arbitration fee, lawyer's fee, preservation fee, preservation insurance fee, travel expense, notarization fee, appraisal fee and other expenses arising from arbitration.

19.3修改为19.3因案件起诉产生的各项合理费用由双方自行承担，包括但不限于案件受理费、仲裁费、律师费、保全费、保全保险费、差旅费、公证费及鉴定费等因仲裁引发的费用。

See the General Conditions of Contract for others.其他见通用合同条款。

1. **Annex附件**

Delete Annex 2: Security Management Agreement

删除附件2：安全管理协议书

See the General Conditions of Contract for others.

其他见通用合同条款。

Party B: 乙方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

Party A: 甲方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

Annex附件1：

**Power of Attorney**

**授权委托书**

**It is stated in this Power of Attorney that：** I\*\*\*(ID card No.:\*\*\*) am the legal representative of\*\*\*Company (Party B) and hereby authorize\*\*\*ID card No.:\*\*\*as the legal agent of our Company. Be responsible for bidding, contract signing and contract performance of\*\*\*project in the name of the company.

**本授权委托书声明：**我 \*\*\*（身份证号： \*\*\* ）系 \*\*\*公司（乙方）的法定代表人，现授权委托 **\*\*\*** 身份证号码： **\*\*\*** 为我公司合法的代理人。以本公司的名义负责 \*\*\* 项目招投标、合同签署及合同履行等事宜。

All documents signed by the agent during the performance of the contract and all affairs related thereto, including but not limited to the signing of correspondences, the signing of meeting minutes, the supply of equipment (goods), the settlement and handling of Party B, the collection of payment for goods and the issuance of invoices, shall have the legal effect and shall be recognized by the authorizer.

代理人在合同履行过程中所签署的一切文件和处理与之有关的一切事务，包括但不限于签署往来函件、签署会议纪要、设备（货物）供应、乙方结算办理、货款的收取、发票开具等均具有法律效力，授权人均予以认可。

The term of this authorization shall be from June \* \*, 2025 to June \* \*,

2025.本授权委托的期限为自2025年 6 月 \*\* 日至 2025 年 \* 月 \* 日。

The Agent has no right of sub entrustment.代理人无转委托权。

It is hereby authorized.特此授权。

Full name of the company (official seal)

委托单位全称（公章）：

Legal Representative法定代表人：

June \* \*, 2025

**Declaration of agent:** I have fully accepted and voluntarily performed the above entrusted matters.

**代理人声明**：我对以上授权委托事项完全接受，自愿履行。

Entrustee (personally signed):被委托人（本人签字）：

June \* \*, 2025

**Copy of agent's ID card to be pasted代理人身份证复印件粘贴处：**

|  |  |
| --- | --- |
|  |  |

**Copy of ID card of legal representative to be pasted**

**法定代表人身份证复印件粘贴处：**

|  |  |
| --- | --- |
|  |  |

Annex2:Safety Management Agreement附件2：安全管理协议书

Annex3:附件3：

**Incorruptible Employment Agreement廉洁从业共建协议**

Party A甲方：SINO ROAD AND GROUP CO LTD

Party B乙方：

In order to strengthen the clean and honest construction of the construction project, standardize the behaviors of Party A and Party B in various activities of the construction project, prevent the occurrence of violation of laws and disciplines in pursuit of illegitimate interests, and protect the legitimate rights and interests of the state, the collective and the parties, the clean and honest responsibility letter is concluded in accordance with the national laws and regulations on project construction and the relevant provisions on clean and honest construction.

为加强建设工程廉政建设，规范建设工程各项活动中甲方、乙方双方的行为，防止谋取不正当利益的违法违纪现象的发生，保护国家、集体和当事人的合法权益，根据国家有关工程建设的法律法规和廉政建设的有关规定，订立本廉政责任书。

1、 Responsibilities of both parties双方的责任

1.1It shall strictly abide by relevant national laws, regulations and policies on construction projects as well as provisions on clean and honest administration construction.

应严格遵守国家关于建设工程的有关法律、法规，相关政策，以及廉政建设的各项规定。

1.2Strictly implement the contract documents of construction project and consciously follow the contract.

严格执行建设工程合同文件，自觉按合同办事。

1.3All activities must adhere to the principles of openness, fairness, justice, honesty and transparency (unless otherwise specified in laws and regulations). They shall not damage the interests of the State, the collective and the other party in order to obtain illegitimate interests, or violate the rules and regulations governing construction projects.

各项活动必须坚持公开、公平、公正、诚信、透明的原则(除法律法规另有规定者外)，不得为获取不正当的利益，损害国家、集体和对方利益，不得违反建设工程管理的规章制度。

1.4In case of any violation, discipline violation or illegal act in the business activities of both parties, they shall remind the other party in time. If the case is serious, they shall report it truthfully. Once verified, they shall be seriously handled.

发现双方在业务活动中有违规、违纪、违法行为的，应及时提醒对方，情节严重的，如实进行举报，一经查实，严肃处理。

2、 Responsibilities of Party A甲方责任

Relevant personnel of Party A and personnel engaged in the construction project shall observe the following provisions before, during and after the project construction:

甲方相关人员和从事该建设工程项目的工作人员，在工程建设的事前、事中、事后应遵守以下规定：

2.12.1 Determine suppliers in accordance with the bidding (negotiation) procedures of Party A, and ensure that all partners are treated fairly and fairly; Shall not deliberately set conditions in the bidding documents to determine suppliers in an unfair way;

按照甲方的招（议）标程序确定供应商，确保公正、公平对待所有合作方；不得在招标文件中有针对性地故意设定条件，以不公正的方法确定供应商；

2.2Party A shall handle Party B's various businesses (on-site visa, acceptance, settlement, payment, etc.) in accordance with Party A's project management process, and shall resolutely stop Party B's employees from taking cards. If Party A's employees have the above situation, they shall be regarded as asking for bribes;

按照甲方的项目管理流程办理乙方的各项业务（现场签证、验收、结算、付款等），对乙方员工的吃拿卡要行为坚决制止，如甲方员工出现上述情况以索贿论；

2.3Do not arrange relatives and friends of its own employees to work in Party B;

不安排己方员工的亲友在乙方工作；

2.4Do not recommend subcontractors to Party B for any reason, and do not require Party B to purchase materials and equipment not specified in the Contract;

不得以任何理由向乙方推荐分包单位，不得要求乙方购买合同规定外的材料和设备；

2.5Do not ask for or accept kickbacks, cash gifts, securities, valuables and commissions, thank you fees, etc. from Party B and relevant units.

不得向乙方和相关单位索要或接受回扣、礼金、有价证券、贵重物品和好处费、感谢费等。

2.6Party B and relevant units shall not be reimbursed for any expenses that shall be paid by the Owner or individuals.

不得在乙方和相关单位报销任何应由业主方或个人支付的费用。

2.7Party A shall not require, imply or accept Party B and relevant units to provide convenience for personal house decoration, weddings and funerals, spouse and children's work arrangement, going abroad and tourism.

不得要求、暗示或接受乙方和相关单位为个人装修住房、婚丧嫁娶、配偶子女的工作安排以及出国(境)、旅游等提供方便。

2.8Do not participate in banquets, fitness, entertainment and other activities of Party B and relevant units that may affect the fair performance of official duties.

不得参加有可能影响公正执行公务的乙方和相关单位的宴请、健身、娱乐等活动。

3、 Responsibilities of Party B乙方责任

Party B shall maintain normal business contacts with Party A, carry out business work in accordance with relevant laws, regulations and procedures, strictly implement relevant guidelines and policies for project construction, implement mandatory standards for project construction, and comply with the following provisions:

应与甲方保持正常的业务交往，按照有关法律法规和程序开展业务工作，严格执行工程建设的有关方针、政策，执行工程建设强制性标准，并遵守以下规定：

3.1Participate in the bidding (negotiation) of Party A according to their own strength and abide by Party A's management system; Do not seek to win the bid by improper means before or during the bidding process.

根据自己的实力参与甲方的招（议）标，遵守甲方的管理制度；不得在招标之前或过程中，以不正当手段谋求中标。

3.2Party B shall not convey any personal interests to Party A's employees and their relatives to seek cooperation opportunities, and shall not arrange work, seek illegitimate interests or provide various conveniences for Party A's employees' spouses, children and special related persons.

不得向甲方员工及其亲属输送任何个人利益以寻求合作机会，不得为甲方人员配偶、子女及特定关系人安排工作、谋取不正当利益或提供各类方便。

3.3Party A and relevant units shall not be reimbursed for the expenses that shall be paid by the other party or individual for any reason, including travel expenses and accommodation expenses during business trip.

不得以任何理由为甲方和相关单位报销应由对方或个人支付的费用，包括出差期间的交通费和住宿费等。

3.4Party A's employees and their relatives shall not offer funds and material subsidies or other bribery behaviors on the grounds of family decoration, weddings and funerals, studying abroad and other matters.

不得以甲方员工及其亲属的家庭装修、婚丧嫁娶、出国留学等事宜为由进行提供资金及物资资助等行贿行为。

3.5Party B shall not provide Party A's employees with gifts, gift money, valuables or consumer cards, membership cards, gift vouchers and other virtual electronic gifts, and shall not express gifts.

不得向甲方员工提供礼品、礼金、贵重物品或消费卡、会员卡、礼品券等虚拟电子礼品，严禁快递送礼。

3.6Party B shall not, for any reason, organize banquets, fitness, entertainment and other activities for Party A, relevant units or individuals that may affect the fair performance of official duties.

不得以任何理由为甲方、相关单位或个人组织有可能影响公正执行公务的宴请、健身、娱乐等活动。

3.7Party B shall not privately negotiate or make tacit understanding with Party A's employees on the benefit clauses in the contract terms of the bid.

不得与甲方员工就标书合同条款中的利益条款进行私下协商或达成默契。

3.8Party B shall not arrange Party A's employees and their relatives to engage in joint venture or joint stock operations, and shall not inquire about business secrets or provide part-time remuneration to Party A.

不得安排甲方员工及其亲属从事合资或合股经营行为，不向甲方打探商业秘密或提供兼职报酬。

3.9Party B shall not provide official reception for Party A's personnel during market research, business negotiation, etc.

不在甲方人员进行市场调研、商务洽谈等期间违规提供公务接待。

3.10Party B shall promptly report the behaviors of Party A's employees in violation of this Agreement to the superior supervision department of Party A.

对甲方员工违反本协议的行为及时向甲方的上级监督部门报告。

4、 Liabilities for breach of contract违约责任

4.1If Party A's staff violates Articles 1 and 2 of this Letter of Responsibility, they shall be submitted to Party A's discipline inspection department for treatment in accordance with relevant laws and Party A's Employee Code.

甲方工作人员有违反本责任书第一、二条责任行为的，依据有关法律及甲方《员工守则》，提交甲方纪检部门进行处理。

4.2If Party B's staff violates Articles 1 and 3 of this Letter of Responsibility, it shall be handled in accordance with relevant laws and regulations; If Party B offers bribes to Party A or causes economic losses to Party A, it shall be punished according to the amount of bribes or 5 to 10 times of the amount of losses, and shall be immediately removed from the site, and the contract execution shall be terminated. If Party A suffers economic losses, it shall be compensated and included in the supplier blacklist; If Party B colludes with Party A's employees to falsely increase the settlement amount, Party B shall deduct the amount to be settled by Party B as per 5 times of the falsely increased amount; If it is found that Party B accepts the requirements of Party A's personnel to arrange the relatives and friends of Party A's personnel to work in Party B, in addition to ordering the inserted personnel to quit within two days, the responsible person shall be fined RMB 1000 per person per time.

乙方工作人员有违反本责任书第一、三条责任行为的，依据有关法律法规处理；向甲方行贿或给甲方单位造成经济损失的，按照受贿金额或损失金额的5-10倍进行处罚，立即清除出场，终止合同执行，给甲方造成经济损失的应予以赔偿，同时纳入供应商黑名单；如乙方和甲方的员工勾结虚增结算款，则按照虚增款项的5倍扣减乙方应结算的款项；如发现乙方接受甲方人员要求安排甲方人员亲友在乙方工作，违者除令被安插人员在两天内退出外，并对责任人按每人每次1000元给予罚款。

4.3Party A's staff shall not accept cash gifts (including all kinds of securities) or gifts that may affect the fair performance of official duties. Failure to reject due to various reasons shall be submitted to the department and registered.

甲方工作人员不得接受可能影响公正执行公务的礼金（包括各种有价证券）、礼品馈赠。因各种原因未能拒收的，一律上交所属部门并登记。

4.4Party A and Party B must conscientiously perform this Agreement, observe disciplines and laws, supervise each other, cooperate closely and work together to build a clean and honest government. Both parties agree that Party A shall establish a blacklist system of dishonest partners. If Party B offers bribes to Party A's employees or colludes with Party A's employees to falsely increase the settlement amount, Party B shall be included in the blacklist of dishonest partners of Party A and shall be transferred to the judicial authority for treatment if it violates the criminal law.

甲乙双方必须认真履行本协议，遵纪守法，相互监督，密切配合，共同搞好廉政建设。双方认可甲方建立不诚信合作方黑名单制度，如乙方发生向甲方员工的行贿行为、乙方和甲方的员工勾结虚增结算款项的行为，则该乙方进入甲方不诚信合作方黑名单，触犯刑律的，移交司法机关处理。

4.5As an integral part of the Main Contract, this Letter of Responsibility has the same legal effect as this Contract. The effective conditions are the same as those of the main contract.

本责任书作为主合同的组成部分，与本合同具有同等法律效力。生效条件与主合同相同。

5、 Supervision and reporting channels监督举报渠道

5.1Letters and Calls Office信访办公室

Address: Letters and Calls Office of Sino Road And Bridge Group Co., Ltd., No. 38 Jianshe South Street, Shijiazhuang City (Receipt)

来信地址：石家庄市建设南大街38号中建路桥集团有限公司信访办公室（收）

Post Code: 050011邮编：050011

Tel.: 0311-66538159电话：0311-66538159

Email: sinorbbg@cscec.com电子邮箱：sinorbbg@cscec.com

5.2Discipline Inspection and Supervision Department纪检监督工作部

Address: Discipline Inspection and Supervision Department of Sino Road And Bridge Group Co., Ltd. No. 38 Jianshe South Street, Shijiazhuang City (Receipt)

来信地址：石家庄市建设南大街38号中建路桥集团有限公司纪检监督工作部（收）

Post Code: 050011邮编：050011

Tel.: 0311-66538173电话：0311-66538173

Email:sinorbjc@cscec.com电子邮箱：sinorbjc@cscec.com

6、 Validity of Letter of Responsibility责任书有效期

This Letter of Responsibility shall be valid from the date of signing by both parties to the date when the Project passes the completion acceptance.

本责任书的有效期为双方签署之日起至该工程项目竣工验收合格时止。

Party B: 甲方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

Party A: 甲方:

Legalrepresentative

or authorized agent:

法定代表人或授权代理人:

Contact: 电话：

Date of signing: 日期：7.\*\*.2025

#### 附件4：

**制造商授权书（如需）**

To致：Sino Road And Bridge Group Co., Ltd.

Our company \* \* \* (name of manufacturer) is a manufacturer established in accordance with the laws of \* \* \* (name of country/region), with the principal place of business at \* \* \* (address of manufacturer). This is to authorize (name of the Bidder), duly established under the laws of \* \* \* (name of country/region) and having its principal place of business at \* \* \* (address of the Bidder), to bid for \* \* \* (name of project) with \* \* \* (name of equipment) manufactured by our company. Our company agrees to supply goods in accordance with the bid winning contract and assume responsibility for product quality.

我单位 \*\*\* （制造商名称）是按 \*\*\* （国家／地区名称）法律成立的一家制造商，主要营业地点设在 \*\*\* （制造商地址）。兹授权按 \*\*\* （国家／地区名称）的法律正式成立的，主要营业地点设在 \*\*\* （投标人的单位地址）的 （投标人名称）以我单位制造的\*\*\*（设备名称）进行 \*\*\* （项目名称）投标活动。我单位同意按照中标合同供货，并对产品质量承担责任。

Duration of authorization授权期限： 。

Tel.电话： 。

Name of Bidder: (official seal) Name of manufacturer: (official seal)

投标人名称： （盖单位章） 制造商名称： （盖单位章）

Title of signatory: Title of signatory:

签字人职务： 签字人职务：

Name of signatory: Name of signatory:

签字人姓名： 签字人姓名：

Signed by: Signed by:

签字人签名： 签字人签名：

Note: 1. If the Tenderer is the agent, the Tenderer shall provide the copy of the sole power of attorney issued by the manufacturer (if the Tenderer is an import equipment manufacturer, the general agent of China Sales Company of the import equipment manufacturer shall be provided); If the manufacturer is an import equipment manufacturer, the copy of the letter of authorization issued by the import equipment manufacturer to the Chinese sales company (general agent) shall be provided.

注：1、投标人为代理商的，投标人应在此提供制造商（若为进口设备制造商，应提供进口设备制造商的中国销售公司总代理）出具的唯一授权书的复印件；制造商若为进口设备制造商，同时提供进口设备制造商对中国销售公司（总代理）出具的授权书的复印件。

#### Annex5附件5：

**Equipment configuration list设备配置清单**

|  |  |  |
| --- | --- | --- |
| No.序号 | project项目 | Main technical parameters and configuration  主要技术参数及配置 |
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#### Annex6附件6：

**Core Component Configuration Table核心部件配置表**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No.序号 | Name名称 | Brand Name品牌名称 | Specification and model规格型号 | Manufacturer  生产厂家 | | | Type of technology or process技术或工艺类型 | Remarks备注 |
| Name名称 | producing area产地 | Tel.电话 |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |
| 5 | …… |  |  |  |  |  |  |  |

#### Annex7附件7：

**List of main parts and components of equipment**

**设备主要零部件明细表**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No.序号 | part部位 | Part Name零部件名称 | Brand品牌 | Modle型号 | PartNo.零部件号 | Quantity数量 | Producing area产地 | Remarks备注 |
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#### Annex8附件8：

**Spare parts list attached with equipment随设备备品备件一览表**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No.序号 | Name of Spare Parts备品备件名称 | Specification and model规格型号 | Quantity  数量 | Remarks备注 |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| …… |  |  |  |  |
| 合计 | | |  |  |

#### Annex9附件9：

**随设备专用工具一览表**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No.序号 | Name of special tools专用工具名称 | Specification and model规格型号 | Quantity  数量 | Remarks备注 |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| …… |  |  |  |  |
| total合计 | | |  |  |

#### Annex10附件10：

**List of technical data or drawings provided with the equipment**

**随设备提供的技术资料或图纸一览表**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No.序号 | 技术图纸 | 主要内容 | Quantity  数量 | Remarks备注 |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| …… |  |  |  |  |