

CONTRACT No.: xxxx

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DATE/日期: xxxx/xx/xx

THE BUYER(买方): xxxx Machinery Equipment CO., LTD.

xxxx 机械设备有限公司

ADDRESS(地址): xxxxn Rd ,xxxx Town,xxxx,

xxxx

TEL: xxxx

FAX: xxxx

CONTACT PERSON/联系人: Mr. xx (xx 先生)

THE SELLER(卖方): Rossi Gearmotors Power Transmission Industries (Shanghai) Co., Ltd

罗尔西传动设备（上海）有限公司

ADDRESS(地址): Building 3-5, No.258 Zhijiang Road, Fengxian District, Shanghai 201499, PRC

上海市奉贤区芝江路 258 号 3-5 幢

Tel/电话: 021-3365 0771

Fax/传真: 021-3350 6177

CONTACT PERSON/联系人: Mr. xxxx(xx 先生)

WITNESSETH THAT

WHEREAS Seller is the branch of Rossi S.p.A., in charge of manufacturing, selling and service of Rossi Gear Motors and Reducers within Chinese Mainland, (Hereinafter described as "the Products");

卖方是罗西减速机公司的在华独资企业，负责该公司的电机及减速机(以下简称为产品)在中国大陆范围内的生产，销售及售后服务。

WHEREAS Buyer and Seller agree terms for the supply of the Products in China; NOW, THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

双方同时就产品及服务在中国的买卖达成如下协议,具体如下:

ARTICLE 1 - SALE AND PURCHASE

第一条、购销内容

This contract is made by and between the Seller and the Buyer, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned goods according to the terms and conditions stipulated below.

本合同由买、卖双方签订。买方同意购买、卖方同意出售，就下述条款和条件下销售下列货品：

(1) **COMMODITY, SPECIFICATIONS, QUANTITY AND TOTAL VALUE:**

产品说明，数量及总价

项数	描述	技术参数表	数量	单价	小计 (含 13%增值税)	交货期 (工作周)
Item	Description	Data Sheet number	Q.ty	Net Unit (V.A.T. included)	Total Item (V.A.T. included)	Delivery time (in working weeks)
1	CAT G R I 63 UP3A - 3.28 B3 减速比 (RATIO) 3.28 安装方式 Mounting B3	--	x	¥xxxx.00	¥xxxx.00	xx weeks

总价/Total price:	RMB xxxxx
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Total amount: Say RMB xxxxx Only.

合计(大写):人民币 xxxxx 元整 (xxxx.00RMB)

*The above prices is 13% V.A.T. included; transportation to Buyer's factory included. Besides, invoice to be provided by Express Delivery.

以上价格含 13%VAT; 送货到买方工厂. 发票快递寄送。

ARTICLE 2 - PAYMENT , BANK AND SHIPMENT

第二条、付款方式，银行信息及交货期

2.1 Payment term/付款方式:

Buyer shall arrange 30% down payment and 70% by T/T before delivery.

买方需预付 30%生效订单，剩余 70%在发货前付清。

2.2 Bank Information/银行信息:

RMB Bank Account:

Name of Co.: Rossi Gearmotors Power Transmission Industries (Shanghai) Co., Ltd.

Bank Name: Bank of China Shanghai ChunShen Road Sub-branch

Account No.: 450759221474

Tax No.: 91310000785191416L

人民币帐户:

公司名称: 罗尔西传动设备(上海)有限公司

开户银行: 中国银行上海市春申路支行

银行帐号: 450759221474

税 号: 91310000785191416L

2.3 Delivery term and time/交货方式及时间:

Ex Work Shanghai, Delivery time is xx weeks from the order, delivery from Shanghai upon receipt of 100% payment of the order.

上海出厂交货: 在合同签订后, xx 周收到全款后从上海供货。

2.4 This Agreement can be amended/renewed with written consent of both parties.

在买卖双方签字同意的情况下可对此协议进行修改或续约。

2.5 GUARANTEE OF QUALITY/质量保证:

The Seller guarantees the goods are brand new, unused and made of the best adequate materials, with first class workmanship, and complies in all respects with the quality, specifications and performance as stipulated in this Contract. The Seller also guarantees that the goods, when correctly mounted and properly operated and maintained, will give satisfactory performance for a warranty period of 12 months starting from goods ship out from Rossi plant.

卖方保证货品是全新的、未用过的、用最好的合适材料、一流的工艺制成的, 并且在各个方面符合合同中规定的质量、规格和性能方面的各项要求。卖方同时保证当正确安装产品、正确操作并正确维护产品情况下, 能够提供自出厂日期起为期 12 个月的质量保证期。

ARTICLE 3 - FORCE MAJEURE

第三条、不可抗力之因素

The Seller shall not be held responsible for any delay or no delivery of the goods due to Force Majeure. However, the Seller shall advise the Buyer immediately of such occurrence and within fourteen days thereafter, shall send by airmail to the Buyer for their acceptance a certificate issued by the competent government authorities of the place where the accident occurs as evidence thereof. Under such circumstances the seller, however, is still under the obligation to take all necessary measures to hasten the delivery of the goods.

卖方对由于不可抗力而造成的延误或不能交付所购货品不承担任何的责任。然而, 卖方须立即通知买方, 并在事发之后 14 天之内通过发送邮件通知买方, 以便买方接受由事故发生地所管辖的政府当局出具证明, 作为凭证。在此情况下, 卖方仍然有义务采取所有必需措施尽快交付货品。

ARTICLE 4 - APPLICABLE LAW, COMPETENT COURT

第四条、仲裁

All disputes in connection with this Contract or the execution there of shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to Shanghai International Economic and Trade Arbitration Commission pursuant to its Arbitration Rules then in force. The arbitration shall take place in Shanghai and the decision rendered by the said Commission shall be final and

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binding upon both parties; neither party shall seek recourse to a law court or other authorities for revising the decision. The arbitration fee shall be borne by the losing part.

在执行本合同过程中所发生的一切争议，双方应通过友好协商解决，如果友好协商不能解决，则应申请上海国际经济贸易仲裁委员会按照其届时有效的仲裁规定在上海进行仲裁。该仲裁委员会做出的裁决是最终的，买卖双方均应受其拘束，任何一方不得向法院和其他机关申请变更。仲裁费用由败诉一方负担。

THIS AGREEMENT IS DRAWN UP IN TWO COPIES AND COMMENCE TO BE VALID ON THE DATE OF SIGNITURE. THE CONTRACT IS VALID FOR 12 MONTHS.EACH PARTY HOLDS ONE COPY, AND BOTH COPIES ARE OF THE SAME EFFECT. (FAX COPY OR CARBON COPY IS VALID)

本合同一式两份，甲乙双方各执一份，具有同等法律效力（传真、复印件有效）。自签订日起生效。合同有效期12个月。

THE BUYER/买方:

THE SELLER/卖方:

Date:

日期:

Date:

日期: