买卖合同

Purchase Contract

项目名称:SIBUR PDH2项目 Project Name: SIBUR PDH2 Project

业主 Owner：ZAPSIBNEFTEKHIM LLC 合同编号Contract No.：22062-P22-XXXXX-RMB-V

生效时间： 年 月 日

Date of Effective of Contract:

签订地点： 上海浦东新区

Signed at: Pudong District, Shanghai

|  |  |  |  |
| --- | --- | --- | --- |
| 买受人：  Buyer: | 惠生工程（中国）有限公司  Wison Engineering Ltd. | 出卖人：  Seller: |  |
| 注册地 址：  Registered Address: | 中国（上海）自由贸易试验区中科路699号  No.699 Zhongke Road China (Shanghai) Pilot Free Trade Zone | 注册地 址：  Registered Address: |  |
| 通讯地址：  Communication Address: | 上海浦东张江中科路633号  633 Zhongke Road, Zhangjiang, Pudong, Shanghai | 联系地址：  Communication Address: |  |
| 联系电话Phone： | 021-20306000 | 联系电话Phone： |  |
| 联系传真Fax： | 021-58557277 | 联系传真Fax： |  |
| 联系邮 编  Postal Code： | 201210 | 联系邮 编  Postal Code： |  |
| 开户行：  Bank: | 中国银行上海紫薇路支行  Bank of China, Ziwei Road Branch, Shanghai | 卖方银行：  Bank: |  |
| 账号：  Account No.: | 444259246991 | 账号：  Account No.: |  |
| 统一社会信用代码Unified social credit code: | 913101156308775603 | 统一社会信用代码Unified social credit code: |  |
| 买受人（盖章）：  Buyer (Seal): |  | 出卖人（盖章）：  Seller (Seal): |  |
| 法定代表人：  Legal Representative: | 周宏亮先生  Mr. Zhou Hongliang | 法定代表人：  Legal Representative: |  |
| 委托代理人：  Entrusted Person: |  | 委托代理人：  Entrusted Person: |  |
| 经办人：  Handling Person: |  | 经办人：  Handling Person: |  |
| 签字日期：  Signing Date: |  | 签字日期：  Signing Date: |  |

**目 录**

**Table of Contents**

[**第一部分 合同条款** 6](#_Toc133224432)

[**Part I Terms and Conditions** 6](#_Toc133224433)

[**一 总 则** 6](#_Toc133224434)

[**1.** **General Conditions** 6](#_Toc133224435)

[**二 供货范围和工作范围** 8](#_Toc133224436)

[**2. Scope of Supply and Work Scope** 8](#_Toc133224437)

[**三 质量要求和技术标准** 9](#_Toc133224438)

[**3. Quality Requirements, Standards, Liabilities and Guarantee** 9](#_Toc133224439)

[**四 合同价款及支付方式** 11](#_Toc133224440)

[**4. Contract Prices and Payment Terms** 11](#_Toc133224441)

[**五 交货时间、交（提）货方式、要求及地点** 19](#_Toc133224442)

[**5. Delivery Date, Method, Requirements and Place** 19](#_Toc133224443)

[**六 随机备件、工具及供应方法** 21](#_Toc133224444)

[**6. Spare Parts and Tools** 21](#_Toc133224445)

[**七 包装标准、包装物的供应与回收** 22](#_Toc133224446)

[**7. Packing Standard, Supply &Return** 22](#_Toc133224447)

[**八 运输方法、费用负担和运输要求** 23](#_Toc133224448)

[**8. Modes, Charging and Requirements of Transportation** 23](#_Toc133224449)

[**九 现场服务** 24](#_Toc133224450)

[**9. Contract Services** 24](#_Toc133224451)

[**十 检验与验收** 27](#_Toc133224452)

[**10. Inspection and Acceptance** 27](#_Toc133224453)

[**十一 权利担保条款** 33](#_Toc133224454)

[**11. Warranty of Title** 33](#_Toc133224455)

[**十二 不可抗力** 34](#_Toc133224456)

[**12. Force Majeure** 34](#_Toc133224457)

[**十三 合同变更和解除** 35](#_Toc133224458)

[**13. Amendment and Termination of Contract** 35](#_Toc133224459)

[**十四 保密责任与知识产权** 36](#_Toc133224460)

[**14. Confidential Liability and Intellectual Property** 36](#_Toc133224461)

[**十五 违约责任** 37](#_Toc133224462)

[**15. Liability for Breach of Contract and other types of Liability** 37](#_Toc133224463)

[**十六 解决合同纠纷的方式** 40](#_Toc133224464)

[**16. DISPUTE SOLUTION** 40](#_Toc133224465)

[**十七 其它约定事项** 41](#_Toc133224466)

[**17. MISCELLANEOUS** 41](#_Toc133224467)

[**第二部分 合同附件** 44](#_Toc133224468)

[**Part II Appendix of the Contract** 44](#_Toc133224469)

[**合同附件清单** 44](#_Toc133224470)

[**Appendix List of the Contract** 44](#_Toc133224471)

[附件一 **供货一览表** 46](#_Toc133224472)

[Appendix 1 Scope of Supply 46](#_Toc133224473)

[附件二 **主要材料/主要构件清单** 53](#_Toc133224474)

[Appendix 2 List of Major Materials/ Components 53](#_Toc133224475)

[附件三 **文件资料交付要求** 54](#_Toc133224476)

[Appendix 3 Delivery Requirements of Documentation 54](#_Toc133224477)

[附件四 **交货要求** 57](#_Toc133224478)

[Appendix4 Delivery Requirements of Commodities 57](#_Toc133224479)

[附件五 **发货通知单** 59](#_Toc133224480)

[Appendix 5 Consignment Notice 59](#_Toc133224481)

[附件六 **送货（装箱）清单** 61](#_Toc133224482)

[Appendix 6 Delivery (Packing) List 61](#_Toc133224483)

[附件七 **标的物包装、标识及运输要求** 63](#_Toc133224484)

[Appendix 7 Packing, Labeling and Transportation Requirements 63](#_Toc133224485)

[附件八 **履约保函（金融机构出具）** 64](#_Toc133224486)

[Appendix 8 Performance Letter of Guarantee(issued by financial institutions) 64](#_Toc133224487)

[附件九 **主要材料/主要构件到厂验证报告** 67](#_Toc133224488)

[Appendix 9 Verification Report of Major Materials/Components 67](#_Toc133224489)

[附件十 **设备制造完成申请放行报告** 68](#_Toc133224490)

[Appendix 10 Release Report for Finished Equipment 68](#_Toc133224491)

[附件十一 **文件传送单** 70](#_Toc133224492)

[Appendix 11 Documentation Transfer List 70](#_Toc133224493)

[附件十二 技术协议（签字版）(另附) 72](#_Toc133224494)

[Appendix 12: Technical Agreement (Signed) (Enclosed) 72](#_Toc133224495)

[附件十三： 运输、吊装方案 (另附) 72](#_Toc133224496)

[Appendix 13: Planning for Transportation and Lifting (Enclosed) 72](#_Toc133224497)

[附件十四：业主的额外要求 (另附) 72](#_Toc133224498)

[Appendix 14: Owner’s Additional Requirements (Enclosed) 72](#_Toc133224499)

[14A- Packing & Marking (provided by the Owner) 72](#_Toc133224500)

[14B- Requirement for supplier’s documentation (provided by the Owner) 72](#_Toc133224501)

[14C- List of ENGINEERING, MANUFACTURING QUALITY CONTROL, OPERATION AND START-UP DOCUMENTS (provided by the Owner) 72](#_Toc133224502)

[14D-ITP Requirements (provided by the Owner) 72](#_Toc133224503)

[14E- Vendor Documents (purpose for Classification Decision, Customs Clearance & Shipping) 72](#_Toc133224504)

[14F- Sales Order Structure and Template (provided by the Owner) 72](#_Toc133224505)

[14G- Sales Order Template (provided by the Owner) 72](#_Toc133224506)

[附件十五：设备通过俄罗斯EAC认证所需文件资料的交付 (另附) 72](#_Toc133224507)

[Appendix 15: The Deliverables for Equipment passing Russian EAC Certificates (Enclosed) 72](#_Toc133224508)

[附件十六：取消费用 (由出卖人提供) 72](#_Toc133224509)

[Appendix 16: Cancellation Cost (provided by the Seller) 72](#_Toc133224510)

[附件十七：采购和设计的违约金里程碑 72](#_Toc133224511)

[Appendix 17 – Liquidated Damages Milestones 72](#_Toc133224512)

[Appendix 18 – Services Acceptance Certificate 72](#_Toc133224513)

**第一部分 合同条款**

**Part I Terms and Conditions**

**一 总 则**

1. **General Conditions**

惠生工程（中国）有限公司（以下称为“买受人”）和 （以下称为“出卖人”）就 供货及服务事宜，根据《中华人民共和国民法典》及相关法律法规，本着平等互利、诚实信用的原则，经双方协商一致，订立本合同，共同信守。

This contract is made by and between Wison Engineering Ltd. (hereinafter referred to as “Buyer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Seller”) on the supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and related services. In accordance with *Civil Code of the People’s Republic of China* and other relevant laws and regulations, and in conformity with the principle of equality, mutual benefit, honesty and credibility, both parties unanimously agree to sign this contract and abide by this Contract.

1.1合同的组成

1.1 Structure of the Contract

本订货合同由以下部分组成：

This Contract is composed of two parts as follows:

1. 合同正文 Text of the Contract
2. 合同附件 Appendices of the Contract

1.2合同正文与合同附件有冲突时，以合同正文的规定为准。《技术协议》（详见附件十二）与本合同其它附件有冲突时，需报买受人书面确认。

1.2 In case of any discrepancy between the text of the Contract and appendices, the text of the Contract shall prevail. In the event of any discrepancy between Technical Agreement (Refer to Appendix 12) and other appendices herein, notice in written form shall be delivered to the Buyer for written confirmation.

1.3 定义

1.3 Definition

**“分类决定”**是指根据法律（包括俄罗斯海关）相关规定，针对特定时间内进口的未组装或已拆卸设备和原料（包括不完整或未完成状态）按照已组装或完成货物的分类编码进行分类。

"**Classification Decision**" means an approval in the form of a decision on the customs classification of the Equipment and Materials in an unassembled or disassembled form, including incomplete or unfinished form, imported within a specified period of time, classified under a classification code for assembled or complete goods in accordance with the Law including Russian custom legislation.

“**调试**”是指针对每个装置，在机械竣工后必须完成的活动，以实现RFSU（准备启动），包括在实际或模拟操作条件下进行的动态操作测试及调试，所有这些活动都要符合项目规定的要求。

"**Commissioning**" means, in respect of each of the Units, those activities following the Mechanical Completion which must be completed to achieve RFSU, including dynamic and operational testing and adjustment under actual or simulated operational conditions, all in accordance with the Project.

“缺陷”含义：

**"Defect"** means:

就合同标的物而言 – 任何可见的缺陷或差异，或由于设计、材料、工艺问题而固有的（不明显）缺陷，或任何与合同中卖方保证条款不符的缺陷；

with respect to the Contract Commodities – any visible defect or discrepancy, or any inherent (not apparent) defect originating from a design, materials, workmanship, or breach of any of Seller’s warranties set out in the Contract;

就合同服务而言 – 服务中出现的任何错误、未完成、差异或遗漏，以及违反合同服务规定的其他行为，包括未执行合同履约保函。

with respect to the Contract Services – any error, incompleteness, discrepancy or omission in any portion of the Contract Services, or otherwise any noncompliance with any provision of the Contract with respect to the Contract Services, including ones leading to non-fulfillment of Performance guarantees.

“**最终验收**”是指业主签发最终验收证书，认可设备状况符合最终验收条件。

"**Final Acceptance**" means certification by the Owner by, way of issuing the Final Acceptance Certificate, of the satisfaction of the final acceptance conditions of the Plant.

“**机械竣工**”是指针对各个装置，包括：

"**Mechanical Completion**" means, in respect of each of the Units, that:

(a) 项目的所有土建、机械、电气、系统安装和集成工作已经完成；

(a) all civil, mechanical, electrical and systems installation and integration works of the Project have been completed;

(b) 除合同允许的竣工查核事项表之外的所有被认定为缺陷的条款都已清除；

(b) any items identified as Defects other than the Punchlist Items agreed in accordance with the Contract have been cleared;

(c) 与装置相关的设备都已安装完成，并通过管道、阀门、电缆、传输线路、自动化通信网络、控制设备、安全系统和其他技术手段与相关设备连接；

(c) the equipment related to the Unit has been mounted on the foundation and connected to other respective equipment by pipes, valves, power cables, transmission lines, automation and telecom networks, control devices, security systems and other technical means; and

(d) 装置已准备好进行调试。

(d) the Unit is ready for the commencement of Commissioning,

“**临时验收**”是指所有装置的工作都已按照合同要求完成，除竣工查核事项表规定的除外。

"**Provisional Acceptance**" means, in relation to all of the Units, the stage when:all Works are complete in accordance with the Contract, except for Punchlist Items;

**二 供货范围和工作范围**

**2. Scope of Supply and Work Scope**

2.1 出卖人同意按照合同附件规定的供货范围和工作范围及技术要求向买受人提供全部合格货物（包括交货文件）和优质服务。

2.1 The Seller agrees to provide the Buyer, in accordance with scope of supply and work scope hereinafter prescribed in the appendices, with eligible commodities (including delivery documentation) and high-quality service.

2.2标的物

2.2 Contract Commodity

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 序号 | 标的物（名称） | 规格型号 | 计量单位 | 数量 | 单价（元） | 金额（元） | 备注 |
|  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Line  NO. | Commodity (Name) | Specification and Type | Item NO. | Measuring  Unit | Quantity (Weight) | Unit Price (RMB) / Yuan | Amount (RMB) / Yuan | Remark |
|  |  |  |  |  |  |  |  |  |
|  | Sub-total (excluding VAT) | | | |  |  |  |  |
|  | 13% VAT | | | |  |  |  |  |
|  | Total Amount (including VAT) | | | |  |  |  |  |

2.3供货范围和明细：详见附件一“供货一览表”和附件十二“《 技术协议》”（以下简称《技术协议》）。

2.3 Detailed Scope of Supply: Refer to Appendix 1: Scope of Supply and Appendix 12: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Technical Agreement (hereinafter referred to as “Technical Agreement”).

2.4原材料供货商： 。

2.4 Supplier of Raw Materials: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

主要材料/主要构件清单详见附件二“主要材料/主要构件清单”。

Major Materials/ Components list refers to Appendix 2: Major Materials/ Components list.

**三 质量要求和技术标准**

**3. Quality Requirements, Standards, Liabilities and Guarantee**

双方遵守《中华人民共和国民法典》、《中华人民共和国产品质量法》等关于该标的物生产和购销的相关法律法规。

Both parties hereto agree to abide by Civil Code *of the People’s Republic of China, Product Quality Law of the People’s Republic of China* and other relevant laws and regulations concerning manufacturing, purchasing and selling of the commodities herein.

3.1质量要求：符合双方确认的设计文件（图纸、规格书或其它技术资料）和签署的《技术协议》。出卖人发现前述设计文件不合理的，应当自发现之日起3日内书面通知买受人。

3.1 Quality Requirements: quality of the Contract Commodities shall correspond with design documentation (drawings, specifications or other technical documents) and the Technical Agreement signed jointly by the Buyer and the Seller. In the event of any irrationality in aforementioned design documentation, the Seller shall within 3 days from the date of discovery inform the Buyer in a written notice.

3.2质量标准：符合中国和俄罗斯国家、行业相关标准、规范、环保及HSE相关法律法规的要求。

3.2 Quality Standards: quality of the Contract Commodities shall correspond with standards and requirements stipulated in relevant environmental and HSE laws and regulations of China & Russia and the industry.

3.3质量保证

3.3 Quality Guarantee:

* 1. 出卖人提供的作为工作的一部分的所有设备和材料(i)应无缺陷，并应符合合同的要求，所有适用的法律和工程文件，应是新的，安全的，可销售的和最合适的等级，并批准在俄罗斯联邦使用(ii)提供技术护照，质量证书(包括合格证书)， 符合工业安全规则和生产车间测试协议的符合证书，(iii)在考虑到现场（下文“现场”指业主将在俄罗斯联邦秋明地区托波尔斯克(626150)建造的丙烷脱水和丙烯衍生物总厂(包括生产单元)的项目工地）的气候条件下，适合使用，适合制造这些设备和材料的目的(iv)交付之日起，无任何留置权， 不被扣押，也不以任何其他方式受第三方权利的妨碍。

All Equipment and Materials supplied by Seller as part of the Work (i) shall be free of Defects and shall comply with requirements of the Contract, all applicable Laws, and the Engineering Documentation, shall be new, safe, merchantable and of the most suitable grade and approved for use in the Russian Federation (ii) be provided with Technical Passports, quality certificates (including certificate of conformity), certificate of conformation to industrial safety rules and protocols of test at manufacturing works, (iii) be appropriate and suitable for use under consideration of climatic conditions at the Site (hereinafter “Site” means the project Site of the Owner’s Propane Dehydration and Propylene Derivatives complex (including the Units) to be built at Tobolsk, Tyumen Region, 626150, the Russian Federation) and fit for the purpose for which those equipment and materials have been manufactured (iv) as of the date of its delivery be free and clear of any lien, be not seized and be not encumbered in any other way by the rights of third parties.

* 1. 质量保证期：质量保证期针对标的物的技术文件和现场服务，至装置开车投用正常运行后（ 48 ）个月；而且针对标的物（如分期交付，指最后一批货物）的设备和材料，应该在机械竣工后（24）个月或在临时验收后（12）个月，以先到为准，但在任何情况下，质保期都不能早于2028年12月31日。针对需要维修或替换所有/部分标的物的质保期自维修或替换之日起应不少于18个月，并在任何情况下都不能延伸至相关装置机械竣工36个月之后，质保期无法再延长。由于任何缺陷的修正而变得无法使用的任何合同标的物/部分标的物，质量保证期应在修正期间暂停。

Quality Guarantee Period: the quality guarantee period for Technical Documentation and Site Service shall be (48) months from the start-up of the plant and for Equipment and Materials (the last batch in the event of partial delivery) shall be until the earlier of (24) months from the mechanical completion or (12) months from Provisional Acceptance, but in no event Quality Guarantee Period shall expire earlier than 31st of December of 2028. Quality Guarantee Period for repaired/replaced commodity and/or part of commodity shall not be less than 18 months from the date of repair or replacement, and it will in no case extend beyond 36 months after the date of the Mechanical Completion. Quality Guarantee Period for any Contract commodity/part of Contract commodity which becomes unusable due to the rectification of any Defect shall be suspended for the duration of such rectification.

3.4在规定的质量保证期内，出卖人应对由于缺陷而造成的质量问题负责。出卖人应在收到买受人通知后48小时内赶到现场，免费负责修理或更换有缺陷的标的物，并不因此影响买受人的工程进度；若出卖人未能在买受人指定的期限内予以修理或更换的，或修理/更换不能满足合同和/或项目要求的，买受人有权根据项目实际情况请第三方完成该工作，所发生费用由出卖人承担。标的物的质保期自修复或更换合格后重新起算，延长的时间按第3.3条b）项规定执行。

3.4 During the prescribed Quality Guarantee Period, the Seller shall be responsible for quality problems occurred as a result of Defects. The Seller shall be present at the Site within 48 hours after receiving the Buyer’s notice and the goods with defects shall be repaired or replaced for free, not affecting the progress of the Buyer. If the Seller fails to repair or replace the objects within the specified period prescribed by the Buyer, or the repair or replacement cannot meet the requirements of the Contract and/or the project, the Buyer is entitled to entrust a third party to complete the work and all the expenses incurred by entrusting a third party to complete the work shall be borne by the Seller. The Quality Guarantee Period shall be restarted and extended after the acceptance of the repair or replacement in accordance with Article 3.3 (b).

**四 合同价款及支付方式**

**4. Contract Prices and Payment Terms**

4.1合同价款(含13%增值税)：

4.1 Price Terms (including 13% VAT)

大写：人民币 元（不含税）。

RMB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_yuan. (w/o VAT)

大写：人民币 元整（含13%增值税）。

Say RMB\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_yuan only. (Including 13% VAT) (Hereinafter referred to as the Contract Price)

4.2合同价款构成：

* 1. Price Formation:

1. 全部标的物的设计费、图纸及技术资料费。

Design fees and expenses on drawings and technical data of all commodities.

1. 设备与构配件费（含主机、辅机、配件、开车备件、专用工具、资产备件、2年备件）及成套费。（详细的供货范围参见《技术协议》）

Expenses on equipment and fittings (including main engine, auxiliary engine, accessories, start-up spare parts, special tools, Capital spare parts, 2-Year spare parts) and complete to set fee (for detailed scope of supply refer to Technical Agreement).

1. 形成标的物所需的有关加工、检验和试验费，以及各种管理费、税费和利润。

All the expenses required for the commodities on processing, test and inspection, and various management costs, taxes and profits.

1. 出卖人工厂至买受人指定地点的所有包装费、标识费、运输费、装车费、保险费。

All the expenses on packing, labeling, loading, transportation and insurance premium from the factory of the Seller to the designated location by the Buyer.

1. 到买受人项目现场指导安装、调试费及培训服务费。

Expenses for on-Site installation guide, calibration and training at the project Site of the Buyer.

1. 标的物所涉及的所有相关证书（符合中国及俄罗斯相关法律法规规定）及文件，俄罗斯相关证书类型参见附件15-设备通过俄罗斯EAC认证所需文件资料的交付）

All relevant certificates (in accordance with relevant laws and regulations of China and Russia) and documents related to the commodities, please refer to the Appendix 15 - The Deliverables for Equipment passing Russian EAC Certificates for the types of Russian certificates.

1. 《技术协议》规定的其它工作范围内发生的全部费用，买受人不再向出卖人支付本合同价格之外的任何其它费用。

All the expenses incurred from other work scope stipulated in Technical Agreement. The Buyer will not pay for any other expense except for the Contract Price hereto to the Seller.

1. 本合同价格为固定不变价格，在整个合同有效期内不得调整。如遇国家税率调整，税额部分将按新税率进行相应调整和退补。

The Contract Price is fixed and shall not be subject to any changes within the duration of the Contract. If any adjustment in the tax rate is made by the authority, the payment in relation to the tax shall be adjusted in accordance with the applicable tax rate.

4.3付款方式：

4.3 Terms of Payment

***4.3.1 Contract Commodities***

* + 1. 合同生效后，买受人在收到出卖人提交的以下（ ）文件后，在45个工作日内，向出卖人支付合同总价的10%（即：￥ 元）作为预付款*。*

The Buyer shall pay the Seller 10% of the total Contract Price (namely ￥ yuan) as an advance payment within Forty-five working days after the effective date of the Contract and receiving the documents in hard-copies supplied by the Seller and confirmed as correct and complete as follows:

1. *出卖人开具的同额度的增值税专用发票；*

*Original of VAT special invoice of the same sum issued by the Seller*

1. *履约保函（见第4.5条 履约保函）；*

*Performance Guarantee（see Article 4.5 Performance Guarantee）*

*3）根据2020版国际贸易管理规定，出卖人开具的同额度的预付款保函；在交付相应设备和标的物之日起60个工作日后到期。*

*Advance Guarantee of the same sum issued by the Seller* *valid until the expiration of 60 business days following the date of the delivery of the equipment and commodities on the respective basis according to Incoterms 2020.*

* + 1. 买受人收到出卖人提交的以下文件，在45个工作日内，向出卖人支付合同总价的20%（即：￥ 元）作为进度款。

The Buyer shall pay the Seller 20% of the total Contract Price (namely ￥ yuan) within Forty-five working days as progress payment after receiving the documents in hard-copies supplied by the Seller and confirmed as correct and complete as follows：

1. *主要材料/主要构件到厂验证报告（格式见附件九）；*

Verification reports of major materials/components (Refer to Appendix 9)

1. *出卖人开具的同额度的增值税专用发票。*

*Original of VAT special invoice of the same sum issued by the Seller*

1. *生产进度计划和检验、试验计划（ITP）。*

*Manufacturing schedule and inspection and testing plan.*

* + 1. 标的物经买受人在收货地点验收合格，买受人收到出卖人提交的以下文件，在45个工作日内，向出卖人支付合同总价的25%（即：￥ 元）。

The Buyer shall pay the Seller 25% of the total Contract Price (namely ￥ yuan) within Forty-five working days after the commodities arrived to the delivery place and are accepted by the Buyer and receiving documents in hard-copies supplied by the Seller and confirmed as correct and complete as follows:

1) *出卖人开具的同额度的增值税专用发票*。

*Original of VAT special invoice of the same sum issued by the Seller*

2) *供应商文件（根据附件14E-供应商文件（为了分类决策、清关、运输的目的）的要求，提供包括但不限于装箱清单原件、运输发票原件、按照附件14F-销售订单结构和模板（由业主提供）以及附件14G-销售订单模板（由业主提供）要求的“销售订单”等相关文件）*

*Vendor Documentation (According with the requirement of Appendix 14E-Vendor Documents (purpose for Classification Decision, Customs Clearance & Shipping), to provide the related documents including but not limited one original of Packing List, one original of Shipping Invoice and “Sales Order” as Appendix 14F - Sales Order Structure and Template (provided by the Owner) & 14G- Sales Order Template (provided by the Owner))*

3) *一份一致性证书（包括EAC TUCR和技术护照,如果适用）的正本或副本，以及业主合理要求的质量证明 (相关的EAC认证要求参见附件15-设备通过俄罗斯EAC认证所需文件资料的交付)*

*One original or copy of each certificate of conformity (including EAC TRCU & Technical Passport, if applicable), and certificate of quality as reasonably required by the Owner (the related requirements for EAC Certificates refer to Appendix 15-The Deliverables for Equipment passing Russian EAC Certificates)*

4) *对于进口到欧亚关税联盟的设备和材料，由供应商所在国或供应商所在国的相关商会认证的原产地证书正本一份 (如果适用)*

*For Equipment and Materials imported into the Eurasian Customs Union, one original of certificate of origin, certified by the relevant chamber of commerce of the supplier’s country, as applicable*

* + 1. 标的物到达项目现场并由买受人接收后，买受人收到出卖人提交的以下文件，在45个工作日内，向出卖人支付合同总价的25%（即：￥ 元）。

The Buyer shall pay the Seller 25% of the total Contract Price (namely ￥ yuan) within Forty-five working days after the commodities arrived to Project Site and accepted by the Buyer and receiving documents in hard-copies supplied by the Seller and confirmed as correct and complete as follows:

1) *出卖人开具的同额度的增值税专用发票*。

*Original of VAT special invoice of the same sum issued by the Seller*

*2）买受人开具的设备和材料接收证书*

*Equipment and Materials Receipt Certificate issued by the Buyer*

* + 1. 最终版全套供应商文件（包括硬拷贝）到达项目现场，并经买受人验收合格，买受人收到出卖人提交的以下文件，在45个工作日内，向出卖人支付合同总价的10%（即：￥ 元）。

The Buyer shall pay the Seller 10% of the total Contract Price (namely ￥ yuan) within Forty-five working days after all the vendor documentation in Final Version (including Hard Copies) arrived to the project site and is accepted by the Buyer and receiving documents in hard-copies supplied by the Seller and confirmed as correct and complete as follows:

1. *技术协议规定的全部资料文件；*

*All the documentation stipulated in the Technical Agreement.*

*2) 出卖人提供的余额增值税专用发票。*

*Original of VAT special invoice issued by the Seller*

f) 质量保证金为合同总价的（ 10 ）%（即：￥ 元）。

方案一：质量保证期满后，出卖人向买受人提出书面通知，经买受人确认并无异议后需在45个工作日内向出卖人付清质量保证金。

The quality guarantee sum shall be (10)% of the total Contract Price (namely ￥ yuan).

***Option 1:***Upon expiration of the Quality Guarantee Period, the Seller shall submit a written notice to the Buyer, and the Buyer shall pay the quality guarantee sum within forty five (45) working days after its confirmation.

方案二：出卖人提供以下资料原件后，经买受人确认并无异议后，买受人需向出卖人支付标的物总价的10％：

1）出卖人出具的同等额度的增值税发票原件；

2）根据合同3.3 b)条规定，同等额度的质量保证金在质保期满后60个工作日后到期；

质量保函由三方签署（出卖人出具，受益人为买受人和业主）；

**Option 2:** The Buyer shall pay 10% of the Commodities Price against the provision by the Seller of originals of the following documents confirmed as correct and complete:

1. *Original VAT invoice of the same sum issued by the Seller;*
2. *the Quality guarantee bond for the same amount valid until the expiration of 60 working days following the date of expiration of the Quality Guarantee Period as per clause 3.3 b) of the Contract;*

*The Quality guarantee bond shall be tripartite (issued on behalf of the Seller in favour of the Buyer and the Owner).*

4.3.2 合同服务

**4.3.2 Contract Services**

4.3.2.1为了使出卖人按照合同条款妥善提供服务，买受人需支付以下服务费用：

4.3.2.1 In consideration for the proper provision of the Contract Services by the Seller in accordance with the terms of the Contract, the Buyer pays following Services fees:

1）按照服务合同中附件1（清单9）中规定的现场服务说明，固定总额（固定服务费）是基于服务合同中的固定工作天数计算的，根据附件1（清单6-9）计算出的总金额为[●]。

1. *the fixed total consideration will be amount ("Firm services fee") on the basis of fixed amount of man-days of such Contract Services according to Description of Site services specified in Appendix 1 (List 9) and calculated in accordance with Appendix 1 (Lists 6-9) that in total amounts to [●];*

2）超出上述范围并由买受人提出且接受的费用（“可报销服务费”），买受人应按照附件1（清单6和7）中规定的人工费向出卖人支付。

1. *the amounts that exceed the scope as per above and are requested and accepted by the Buyer shall be reimbursed to the Seller (the "Reimbursable services fees") in accordance with the man-day rates set out in Appendix 1 (Lists 6 and 7);*

根据合同第9.4条的规定，出卖人向买受人提供以下纸质文件确认并无异议后，买受人需按先前审批的时间表按月向出卖人支付合同服务费：

The Contract Services shall be paid for monthly on the basis of the time sheets approved by the Buyer in accordance with clause 9.7 of the Contract upon the provision by the Seller to the Buyer of the hard-copies of the following documents confirmed as complete and correct:

a）与合同服务相关的服务验收证书，需按照合同附件18的规定形式执行，经双方同意并签字后，需明确指出该服务已执行并支付。

1. *Services acceptance certificate in relation to the Contract Services performed in the relevant month in the form set out in Appendix №18, approved and signed by the Parties and specifying Contract Services performed and to be paid;*

b）符合合同第9.4条规定的并由买受人审批的时间表副本；

1. *copies of time-sheets approved by the Buyer in accordance with clause 9.7 of the Contract;*

c）提供合同服务中已执行服务的发票原件。

1. *original of the invoice for the Contract Services rendered;*

4.3.2.2在按第4.3.2.1条款规定开具付款发票之前，出卖人应在30天内向买受人开具服务验收证书草单。出卖人在买受人确认服务验收证书的后开具发票。在收到符合合同要求的正式发票原件后，买受人应在45个工作日内支付第4.3.2.1条款规定的款项。

4.3.2.2 Prior to issuing an invoice in respect of payment under paragraph 4.3.2.1 the Seller shall issue a draft Services acceptance certificate to the Buyer for approval within 30 (thirty) calendar days. The Seller’s invoice shall be issued after the receipt of approved Contract Services acceptance certificate. Payment by the Buyer under paragraph 4.3.2.1 shall be made within 45 (forty-five) working days after receipt by the Buyer of a proper original of invoice complying with the requirements of the Contract.

4.4结算方式：按（ ）执行。

4.4 Modes of Payment: executed by ( )

*a) 银行转账；b) 承兑汇票*。

*a）bank account transfer; b) acceptance bill.*

*4.5履约保函：*

*4.5 Performance Guarantee*

*出卖人向买受人提供履约保函，合同履约保函是出卖人履行合同的保证，本合同的履约保函的金额为合同总价的10%（即：￥ 元），履约保函自设备和材料运输至项目地点并验收后60个工作日期满后过期。履约保函为无条件、不可撤销、见索即付（格式见本合同附件八《履约保函》）。*

*Performance Guarantee is the warranty of the Seller to fulfill the Contract and shall be provided by the Seller to the Buyer. The sum of Performance Guarantee hereto is 10% of the total Contract Price,* (namely ￥ yuan). The Performance Guarantee shall be valid up to 60 working days after the arrival of the equipment and materials and their acceptance at the Project Site. The Performance Guarantee is unconditional, irrevocable and shall be paid on demand. (Refer to Appendix 8: Performance Guarantee).

4.6买受人支付的合同货款，出卖人保证只用于为了完成本合同内容的工作中，买受人有权要求出卖人提供相应财务数据或财务凭证等以作核实，若出卖人将买受人支付的合同货款用于非本合同约定的目的，买受人有权追回并解除合同。4.6 The Seller shall guarantee that the Contract Price paid by the Buyer under the Contract used only in order to complete the Contract’s working scope, the Buyer has the right to require the Seller to provide financial data or financial voucher for verification. If the Seller used the payment for other purpose, the Buyer has the right to recover the payment and cancel the Contract.

4.7 第四条提到的所有保函都需要出卖人提供原件。并且所有*保函为无条件、不可撤销、见索即付。*

由三方签署的质量保函内容及担保银行都要求项目业主同意。

4.7 All the guarantees mentioned in Article 4 should be provided by the Seller in original hard copies. All guarantees mentioned in Article 4 should be unconditional, irrevocable and shall be paid on demand.

The content and guarantor bank of tripartite Quality bank guarantee shall be agreed by the Project Owner.  
4.8只有在出卖人完全履行了前一个里程碑下的所有义务，即完成该里程碑下要求完成的所有工作，提交所有交付物及标的物等，出卖人才有权要求买受人按照本合同4.3.1-4.3.2条所规定的付款里程碑向出卖人支付相应款项。

4.8 The Seller shall be entitled to payment under each relevant payment milestone specified in clauses 4.3.1-4.3.2 hereinabove exclusively in the event it fully executed all obligations under the preceding milestone(s), i.e. completed all work, submitted all deliverables, supplied commodities etc. in lieu of which payment has been effected by the Buyer under the relevant milestone(s).

**五 交货时间、交（提）货方式、要求及地点**

**5. Delivery Date, Method, Requirements and Place**

5.1 标的物交付时间： 年 月 日（获得买受人书面许可后可提前交付）。

5.1 Delivery Date of the Goods :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(early delivery can be carried out with the written permission of the Buyer)

5.2 交（提）货方式：按（ ）执行。

5.2 Delivery Method shall be executed in accordance with ( ):

* + 1. *出卖人送货至买受人指定的国际港口（海港，空港，陆港）。*

*The Seller agrees to deliver the commodities to International Seaport/Airport/Terminal designated by Buyer as per this Contract*

*FOB中国主要海港(适用于GC和ODC)和FAS(适用于OS/HL货物)中国主要海港 (注:FOB/FAS条件下的所有费用由出卖人承担，以买受人名义在中国出口报关)，按照Incoterms 2020的要求。*

*FOB main Seaport, China (for GC and ODC) and FAS (for OS/HL cargo) main seaport, China (Note: The Seller shall bear all the cost under FOB/FAS terms, Export Customs declaration in China under the name of the Buyer), accordance with Incoterms 2020.*

5.3 交付要求：标的物发运或送货的，出卖人应提前30天传真或邮件通知（根据买受人要求的形式，并标明惠生订单号）买受人。如规定买受人派人到出卖人现场验收或监造的，必须由买受人检验合格，并出具“产品检验放行单”后，出卖人才能组织发货，并按买受人要求将附件五“发货通知单”传真或邮件至买受人合同经办人及收货人，具体详见附件四“交货要求”。 买受人有权在出卖人收到买受人出具的“待运通知”后，要求出卖人提供不超过三个月的免费贮存期。根据业主的要求，超过三个月的部分，实报实销。超期后贮存费为[●]每天。

5.3 Delivery Requirements: the Consignment Notice (in accordance with the forms requested by the Buyer and WISON’s order NO. shall be marked) shall be sent by email or fax to the Buyer in Thirty days prior for the delivery or consignment of the commodities. In the event that the person specially assigned by the Buyer in accordance with relevant regulations is in charge of the inspection or surveillance, the Seller can only commence the consignment of commodities after the commodities have passed the inspection in addition to the buyer-issued the Release Permit for Inspected Commodities. In reference to Appendix 5: Consignment Notice shall be faxed or emailed in accordance with the Buyer’s requirements to Contract operators and consignee, Refer to Appendix 4: Delivery Requirements of commodities for further details. The Buyer has the right to request the Seller to provide free storage period for maximum three months after the Seller receive the Ready for Shipment (RFS) issued by the Buyer. As per the requirement of the Owner, the part of more than three months will be reimbursable. The rate for excess storage is [●] per day.

5.4文件资料交付：

5.4 Delivery of Documents:

a)文件资料的数量、内容、交付时间等详细要求按《技术协议》执行，格式见本合同附件三“文件资料交付要求”，不符合约定的文件资料视为无效，出卖人须修改升版直至完全符合约定要求。

The quantity, contents, and delivery date etc. of the technical documents shall be implemented subject to the Technical Agreement, refer to Appendix 3: Delivery Requirements of Documentation for further details. Documentation supplied by the Seller which is not in conformity with the stipulations in the Appendix to this Contract will be regarded as invalid and the Seller shall amend and rectify the documentation until the documentation conform in every respect with the provisions of the Contract

b)随车文件资料应与标的物同时交付，并提供随车文件资料目录，否则，视同未按时交货。标的物交付时间最终认定为：出卖人最后一批符合要求的文件交付买受人之日。

Documentation with shipment shall be delivered with the objects at the same time with catalog of documentation with shipment enclosed, otherwise the goods will be also deemed as failing to be delivered on time. The date of last batch of conforming documentation being delivered to the Buyer will be deemed as the final delivery date

c)设备及材料的认证必须符合俄罗斯法律法规规定要求，对于系统设备不仅限于主体设备证书及文件，部件/材料如果涉及认证要求，也应当按照俄罗斯法律法规规定要求进行认证并提供相应文件。

The certification of equipment and materials must comply with the requirements of Russian laws and regulations. For system equipment, it is not limited to the certificates and documents of the main equipment. If the components/materials are involved in the certification requirements, they should also be certified in accordance with the requirements of Russian laws and regulations and provide corresponding documents.

d)出卖人交付的资料必须完整准确，因出卖人提供资料的错误导致买受人设计、安装、使用造成的损失由出卖人负责。

The Seller guarantees that the Documentation supplied by the Seller shall be complete and correct and the Seller is liable for the compensation of any loss to the Buyer relating to design, installation and use resulting from wrong documentation supplied by the Seller.

5.5交货地点： 国际港口/机场/陆港，具体地址为： 。

5.5 Delivery Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (International Seaport/Airport/Terminal) (Address :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

5.6交货状态：按《技术协议》要求（或 ）。

5.6 Delivery Status: in accordance with the requirements in Technical Agreement (or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

5.7标的物交付交货地点并由买受人签收之前（包括装卸、运输期间）毁损灭失的风险由出卖人承担。

5.7 The Seller is responsible for the risks of damage and loss that occur prior to the commodities being delivered to the delivery point and accepted by the Buyer (including the periods of loading, unloading, and transportation).

5.8标的物的所有权自交付之日起转移给买受人，因质量问题买受人拒绝接受以及本合同另有约定的除外。

5.8 The ownership of the commodities shall be transferred to the Buyer upon the delivery date unless the Buyer refuses to accept the commodities due to quality problems and otherwise specified by the Contract.

**六 随机备件、工具及供应方法**

**6. Spare Parts and Tools**

6.1随机备件、工具明细清单见《技术协议》，费用已包含在合同总价中。

6.1 Refer to Technical Agreement for a list of spare parts and tools with shipment, the expenses have been included in the total Contract Price.

6.2出卖人提供的随机备件的质量和数量应能满足安装调试及开车运行的需要，因出卖人的责任造成数量不足的，出卖人应负责补供并承担费用。

6.2 The quality and quantity of spare parts for commissioning supplied by the Seller shall be in compliance with the requirements of the installation, debugging and start-up of the equipment. In case of any deficiency in quantity incurred by the Seller, the Seller is responsible for the supplement and relevant expenses.

6.3随机备件（包括安装套件、调试套件和开车套件）和工具应单独包装、标识，随标的物一同发运。

6.3 The spare parts (including Installation Kits, Commissioning Kits and Start-Up Kits) and tools shall be packed, wrapped and labeled individually and be delivered together with the commodities.

另外出卖人应该按如下要求供应如下备件至交付点：

And the Seller should supply the below spare parts to the Delivery Point as below:

a: 不迟于相关标签设备交付至交货点后12个月内交付资产备件（建议与设备一起采购、发货）；

a: the Capital Spares not later than twelve (12) months from the date of delivery to the Delivery Point of the relevant tag equipment (recommend to be purchased and be delivered with Equipment together);

b: 不迟于调试阶段前12个月内交付2年操作备件（建议与设备一起采购、发货）；

b: the Two-Year Operating Spares Parts not later than twelve (12) months before the Commissioning stage (recommend to be purchased and be delivered with Equipment together);

**七 包装标准、包装物的供应与回收**

**7. Packing Standard, Supply &Return**

7.1包装应满足附件14A《包装与标识（由业主提供）》中对包装的要求，并符合项目所在国环保、安全、包装物回收等相关标准及规范要求。可采用（ ）包装方式（但不限于以下方式）。

Packing shall be in compliance with the requirements of Appendix 14A-Packing & Marking (provided by the Owner), relevant national standards and regulations relating to environment, safety, recycle of packages and etc. of Project Location. ( ) packing and wrapping (not limited to following manners of packing and wrapping) may be adopted.

1. *新木箱 new wooden case；b) 纸箱 carton；c) 集装箱 container；d) 裸装 non-packed；e) 托盘 pallet；f) 钢框架 steel frame；*

*\*（胶合板不被接受Plywood is not acceptable）*

7.2包装的唛头由出卖人负责，具体详见附件七“标的物包装、标识及运输要求”。

The shipping mark on the package shall be responsible by the Seller in accordance with requirements of Appendix 7: Packing, Labeling of the commodities and Transportation.

7.3包装物不回收，包装费、标识费用均已含在合同总价中（注：如需特殊包装，应另外约定）。

The packages are non-return and all expenses on packing, wrapping and labeling have been included in the Contract Price. (Note: If any special packing or wrapping is required, another agreement shall be made).

7.4因包装不符合标准或约定，造成标的物毁损灭失或其它后果的，由出卖人承担责任。

7.4 Any damage and loss or other consequences of the commodities incurred by the nonconforming packing shall be borne by the Seller.

**八 运输方法、费用负担和运输要求**

**8. Modes, Charging and Requirements of Transportation**

8.1运输方式：按（ ）执行。

8.1The modes of transportation shall be executed in accordance with ( )

*a) 公路highway；b) 铁路railway；c) 空运airline；d) 海运shipping；e) 邮寄mail。*

8.2由出卖人负责承运的，出卖人负责装运的全部工作，并确保标的物安全地到达交货地点，内陆运输（从工厂到主要港口或机场）过程中货物毁损灭失的风险由出卖人负责。为了保证运输的安全，出卖人应投保相应的运输保险，保险费用已含在合同总价中，在货物实际运输之前，出卖人可根据买受人的要求将加盖出卖人公章的保险凭证复印件快递给买受人，如买受人有异议的，出卖人须按照买受人的要求重新投保，费用由出卖人承担。

8.2 The Seller is responsible for all the tasks of loading and inland transportation (from the Manufacture to Main Sea Point or Airport) which are in the charge of the Seller, as well as ensuring the safe delivery of the commodities to appointed delivery place. Risks of the damage and loss of the commodities during the transportation shall be borne by the Seller. In order to ensure the safety of transportation, corresponding transportation insurance shall be applied by the Seller and the insurance premium has been included in the total Contract Price. The copy of insurance certificate with an official seal affixed by the Seller in accordance with the requirements of the Buyer shall be expressed to the Buyer prior to the actual transportation of the commodities. The Seller shall reinsure in accordance with the requirements of the Buyer if any opposition from the Buyer and the expenses shall be borne by the Seller.

8.3超重、超长、超宽标的物的合同签订后30天内，由出卖人提出附件十三“运输、吊装方案”，经买受人审核通过后，由出卖人按附件和《技术协议》规定的供货条款进行运输。

8.3 Appendix 13: Planning for Transportation and Lifting shall be put forward by the Seller and approved by the Buyer within 30 days after the signing of the Contract for Overweight, Oversize commodities. The transportation and lifting of the commodities shall executed by the Seller in accordance with the provisions of the Appendix and Technical Agreement.

8.4所有运输遵照《中华人民共和国道路交通安全法》及相关运输安全规定执行，进出项目现场期间还应遵守现场的HSE有关规定。

8.4 All the transportation shall be executed in accordance with Road Traffic Safety Law of the People’s Republic of China and other relevant regulations relating to transportation safety. When enter and exit the job Site, the HSE rule shall be implemented.

8.5 卖方应确保运输包装中所包含的设备和材料与包装或清关文件或分类决定(如适用)之间没有差异。

8.5 The Seller shall ensure that there are no discrepancies between the Equipment and Materials contained in the transportation packing and the packing or customs clearance documents or the Classification Decision (where applicable).

**九 现场服务**

**9. Contract Services**

9.1卖方提供现场服务，包括卖方人员出席现场检验、向买方提供咨询和技术支持等。现场服务即出卖人向买受人提供技术支持、培训和服务等，旨在及时、恰当地建设、预调试、调试、性能测试、履行性能保证、开车、检查现场安装、安装或安装监督、调试、开车，在现场安装标的物或由出卖人/出卖方人员提供的其他服务都需按照合同条款规定进行。

9.1 The Seller provides the Contract Services, which include the presence of the Seller’s personnel at Site inspections, advice and technical assistance to the Buyer and etc. The Contract Services means technical assistance, training and services provided by the Seller to the Buyer, aiming to facilitate the timely and proper construction, Pre-Commissioning, Commissioning, the Performance Tests and the meeting of the Performance Guarantees, Start-up. inspection of the Site for installation, installation or installation supervision, commissioning, start-up, putting into operation of the Contract Commodities at the Site and other services to be rendered by the Seller/Seller’s personnel under this Contract.

9.2 出卖人应在现场服务开始日期前不晚于3个月以书面形式与买受人就现场服务动员计划达成一致，该动员计划应按照合同的时间表进行。该动员计划应规定拟动员的出卖方人员中每一位专家的职能角色和工作描述(指示)。

9.2 The Seller shall agree with the Buyer in writing the Mobilization Plan for the Contract Services no later than 3 (three) months prior to the commencement date of such Contract Services in accordance with the schedule of the Contract. Such Mobilization Plan shall specify functional role and job description (instruction) for each specialist of the Seller’s Personnel intended to be mobilized as per the Mobilization Plan.

9.3 按照商定的动员计划就相关现场服务动员日期前三周，出卖人应通知买受人，要求买受人确认动员日期，买受人应作出回应，要么确认动员日期，要么重新安排顺延日期。

9.3 3 (three) weeks before the mobilization date for the relevant Contract Services in accordance with the agreed Mobilization Plan, the Seller shall, by notice to the Buyer, request that the Buyer confirms such mobilization date, and the Buyer shall, in response to such notice, either confirm the mobilization date or re-schedule it to a later date.

9.4 出卖人应及时派合格的代表到现场。出卖人应在需要动员日期前妥善组织和安排所有必要的手续，例如及时申请签证。可以同时为多个专家申请签证（例如，若只需要一个机械专家，可为三个机械专业人员办签证）以确保可以相互替代。

9.4 The Seller shall timely mobilise the qualified Seller’s representative to the Site. The Seller shall well prior to required mobilization date organize and control all necessary formalities such as timely visa application. Visas shall be obtained for several specialists’ discipline (e.g. 3 mechanicals if required only 1) to ensure interchangeability.

9.5 出卖人提供有关买受人人员培训、现场服务以及及时、恰当地建设、检验、预调试、性能测试、履行性能保证、开车等服务，总时长应至少包括[●]小时。

9.5 All the services provided by the Seller concerning the training of the Buyer’s personnel, the Site Services to facilitate the timely and proper construction, inspection and testing, Pre-Commissioning, Commissioning, the Performance Tests and the meeting of the Performance Guarantees, Start-up shall include at least [●] man-hours.

9.6合同双方应签署一份“服务验收证书”，证明出卖人在当月按合同附件18条款的要求向买受人提供了相应服务。买受人签署的服务验收证书仅用于支付目的，不得视为放弃本合同或适用法律下的任何买受人权利或出卖人义务。

9.6 The Parties shall sign an act of acceptance confirming the completion of respective Services provided by the Seller in the relevant month in accordance with the Contract (the "Services acceptance certificate") in the form given in Appendix 18.

Signing by the Buyer of the Services acceptance certificate shall be for payment purposes only and shall not be construed as a waiver of any of Buyer’s rights, or Seller's obligations whatsoever, under this Contract or the governing law.

9.7出卖人人员花费的实际工时应包含在出卖人提交的工时表中。  
出卖人应按月提交工时表以向买受人确认。  
已确认工时表副本须包含现场服务工时明细，包括每个参与现场服务人员的工时量，必须与出卖人月度账单一致。

在出卖人向买受人提供所需资料之前，出卖人无权凭工时表获得任何现场服务报酬。

9.7 Actual period of time specified in a quantity of man-days spent by Seller's personnel shall be contained in the time sheets to be presented by Seller.

The Seller shall submit monthly time sheets for approval by the Buyer.

An approved copy of the time sheets, which shall contain a breakdown into categories (disciplines) of the Contract Services provided, including the number of man-hours spent by each individual involved in performance of the Contract Services, must be submitted in support of the Seller’s monthly billing.

The Seller shall not be entitled to any payment of the Contract Services under the relevant time sheet until the required documents are provided by the Seller to the Buyer.

9.8 出卖人应准备并向买受人提交日报和周报，包含出卖人人员实际在现场进行的服务描述，从事现场服务的人员数量、姓名和职业、服务工时及工作内容简述（包括由该人员向业主、施工承包商或其他人员提出的建议描述）。

9.8 The Seller shall prepare and submit to the Buyer daily and weekly reports containing description of Сontract services actually performed at the Site by the Seller’s personnel including the number of people engaged in the Contract Services, their names and professions, hours spent on Contract Services and short description of Contract Services performed (including the description of recommendations given by such personnel to the personnel of the Owner, Construction Contractor or other persons).

9.9 如果买受人在合同服务期内发现任何缺陷，则应及时通知出卖人，并说明此类缺陷的性质，出卖人应自行承担纠正、改进费用或按照合同中相关要求在收到买受人告知后10个工作日内或经双方书面同意的其他期限内重新执行服务。

9.9 If any defect is identified by the Buyer in the Contract Services performed hereunder, the Buyer shall promptly inform the Seller thereof stating the nature of such Defect and the Seller shall, at its own cost and expense, correct, improve or re-perform the Services to bring them in compliance with the requirements of this Contract or relevant Buyer’s request within 10 business days from receipt of the relevant Buyer's notice or any other period agreed by the Parties in writing.

9.10如果出卖人未能在收到买受人相关通知后在10个工作日内纠正缺陷，或者出卖人重新执行维修服务后仍存在缺陷，买受人再次书面通知10个工作日后仍无进展，买受人有权要求出卖人每日按违约条款支付服务费的0.5%作为违约金。

9.10 Should the Seller fail to correct the defect within 10 business days from the date of receipt of the relevant notice from the Buyer or should the relevant Contract Services as re-performed by the Seller still have defect, after another 10 business days' prior written notice by the Buyer, the Buyer has a right to claim from the Seller the liquidated damages as specified in the amount of 0,5% of the Services fee for each day of delay.

9.11 如果出卖人未能在提供现场服务当月之后的两个月内向买受人提供合同4.3.2.1条款中规定的文件：

1. 买受人对出卖人的任何索赔不承担责任；
2. 出卖人将被绝对禁止向买受人提出任何索赔。

9.11. If the Seller fails to provide the Buyer with the documents specified in clause 4.3.2.1 of the Contract within two month following the month in which Contract Services were provided to the Buyer:

1. The Buyer will not be liable upon any claim by the Seller; and
2. The Seller will be absolutely barred from making any claim against the Buyer.

9.12如果出卖人未能遵守本合同第9.1条的规定，出卖人应向买受人支付违约金，每延迟遵守该规定一天，出卖人方每名相关人员应支付14 202元(壹万肆仟贰佰贰拾)人民币的违约金。

9.12 If the Seller fails to comply with clause 9.1 of the Contract, the Seller shall pay to the Buyer liquidated damages in the amount of 14 202 (fourteen thousand two hundred and two) CNY per each day of delay in such compliance per each relevant person of the Seller's Personnel.

9.13 确保出卖人在签订本合同时，已熟知项目现场当地的所有规定，包括但不仅限于运输保障过程中的监管法案及安全管理法规，执行本合同期间获得前往项目点许可和准入规则。出卖人承诺在执行本合同前使所有员工（根据雇佣合同雇用的个人）和参与本合同执行的第三方人员熟悉项目地点当地规定，并确保他们遵守当地相关规定。

9.13 The Seller confirms that at the time of conclusion of this Contract, he has familiarized himself with all local regulations of the Site, including, but not limited to, regulatory acts and regulations of the HSE, in the field of transport security, rules for obtaining permits and admissions to the Site, applicable and effective during the execution of this Contract. The Seller undertakes to familiarize all its employees (individuals engaged by the Seller under employment contracts) and third parties involved in the execution of this Contract with the specified local regulations of the Site before the start of the execution of this Contract, and to ensure that they comply with these local regulations.

**十 检验与验收**

**10. Inspection and Acceptance**

10.1对标的物的检验、验收要求按合同附件14D《ITP Requirements（由业主提供）》、《技术协议》和审签的设备ITP计划执行。不同项目物资的ITP是根据MR所明示的重要性等级来确定的，因为设备的重要性等级决定了相应的检验等级。监造方式为（ ）:

并依据下述（ ）方式进行*（可选择填写）*：

10.1 The inspection and acceptance shall be executed in accordance with the requirements of Appendix 14D-ITP Requirements (provided by the Owner) & “Technical Agreement” and ITP. This ITP must be prepared in line with the criticality rating and inspection level referred in the Contract. The surveillance mode shall be ( ).

And shall be implemented through ( ) (optional to fill):

1. 由买受人或委托第三方进行全程驻厂监造；

Whole-process factory supervision by the Buyer or a third party appointed by the Buyer.

1. 由买受人（或业主根据需要）参加的中间过程和出厂检验放行；

Intermediate and delivery supervision and release by the Buyer (or the Owner in accordance with the requirement)

1. 由买受人（或业主根据需要）参加的出厂检验放行；

Delivery supervision and release by the Buyer (or the Owner in accordance with the requirement)

1. 货到买受人指定地点后的现场验收；

On-Site inspection and acceptance after the commodities being delivered at the appointed place

e） 其它检验方式： 。

Other inspection modes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10.2检验、验收要求

10.2 Requirements of Inspection and Acceptance:

1. 出卖人应提供本项目负责人联系方式和执行人员名单、生产网络计划（进度计划）、质量检验计划（ITP计划），在合同生效后第（ ）工作日内提交买受人审核确认，且最晚不迟于预检会前一周；

Contact information of managers in charge of the project herein, name list of operators, manufacturing network schedule (manufacturing schedule), and ITP shall be delivered by the Seller to the Buyer for confirmation within ( ) after the effective date of the Contract and no later than one week before Pre-Inspection meeting.

1. 合同标的物开工会或预检会在合同生效后（ ）天内进行，买受人技术、商务人员和出卖人的执行主管，经营，计划，设计，工艺，生产，质量等部门的人员参加，业主可根据需要决定参加人员。材料到厂后由出卖人提供附件九 “主要材料/主要构件到厂验证报告”和主要材料产地的文件、证书；

*In accordance with the requirements, the kick-off meeting (or pre-surveillance meeting) of the commodities shall be held within ( ) days after the effective date of the Contract. The technicians and commercial representatives of the Buyer and the executive director and management, planning, designing, processing, manufacturing and quality personnel of the Seller shall attend. The attendants of the Owner can be determined by the Owner in accordance with the Owner’s requirements.* Appendix 9: Verification Report of Major Materials/Components and documents or certificates of the origins of Major Materialsshall be supplied by the Seller after the arrival of major materials or components.

1. 合同履行期间，出卖人在每月25日前按时给买受人提供一份真实合同执行状态和进度报告，格式和内容见附件三“文件资料交付要求”；

During the term of the Contract, before the 25th of each month, the Seller should submit a true report to the Buyer on the execution status and progress of the Contract, refer to Appendix 3: Delivery Requirements of Documentation.

1. 出卖人所有报送买受人的报告均需项目负责人签字，买受人将根据出卖人提供的报告，适时对质量、进度状况跟踪检查；

All the documentation delivered to the Buyer by the Seller shall be signed by the managers in charge of the project herein, and the Buyer will implement duly the follow-up inspection on quality and progress.

1. 出卖人应严格执行《技术协议》约定的分包商名单，如有变动，应征得买受人书面同意，否则买受人有权解除合同，并要求出卖人返还买受人已经支付的款项，若给买受人造成损失的，则出卖人须承担赔偿责任，赔偿买受人因此而遭受的经济损失，该损失的范围包括但不限于直接损失、可得利益及第三方索赔等间接损失、重新订货的差价、为追究承揽人违约责任而支付的律师费用、诉讼仲裁费用、调查取证费用以及其他合理的费用支出等；

The subcontractors list prescribed in Technical Agreement shall be executed strictly by the Seller. Any amendment to or alteration of the list shall not be executed prior to obtaining the written approval of the Buyer, otherwise the Buyer is entitled to terminate the Contract, and claim for refund. In the event of any loss caused by the amendment, the Seller shall be responsible for and compensate for the economic loss of the Buyer, which includes but not limited to direct loss, consequential damages such as obtainable profits and claims from the third party, price difference of reordering, legal expenses, arbitration fee, investigation fee paid for investigating the Contractor’s responsibility of breach of the Contract, and other reasonable expenses.

1. 根据需要，买受人有权要求出卖人提供本合同外购、外协件制造商资质、业绩及联系方式。买受人将根据外购、外协件重要程度与出卖人共同确认外购、外协件的制造资格，但买受人的确认不能免除出卖人对外协件的质量责任；

The Buyer is, in accordance with the actual requirements, entitled to request the Seller to supply the qualifications, achievements, and contact information of manufacturers supplying bought-in and cooperation components. In accordance with the importance of bought-in and cooperation components, the Buyer and the Seller will jointly confirm the qualifications of said manufacturers. However, the confirmation of the Buyer will not exempt the Seller from the quality liabilities to cooperation components.

1. 按照质量检验计划（ITP计划），买受人参与中间检验、出厂检验时，出卖人应提前28天发出通知；买受人安排监检人员赴出卖人处检验，费用由买受人负担，但出卖人需提供工作、生活便利。因标的物的质量和进度问题，产生额外的检验和驻厂费用需要出卖人承担。

In accordance with ITP, The inspection notice shall be given by the Seller Twenty-eight days prior to the Buyer’s intermediate and delivery inspection and the expenses incurred by the Buyer in dispatching the inspector to the factory of the Seller will be borne by the Buyer while the Seller shall provide convenience for the Buyer in both working and living. In case the quality and schedule issues of the commodities will occur, the additional inspection and resident expenses will be incurred by the Seller.

1. 买受人参与的检验、验收或委托的第三方监造，不免除出卖人应承担的质量责任；

The inspection and acceptance with the Buyer involved in or the supervision of entrusted third party will not exempt the Seller from any quality liability.

1. 标的物的签收不等于买受人认可和免除出卖人的产品质量责任；若无特殊原因，买受人在货物到现场后45工作日内组织验收，并提前2个工作日通知出卖人参加；出卖人逾期未参加验收的，视为同意买受人单方面进行验收并接受验收结果；

The acceptance of the objects will not exempt the Seller from any quality liability. The Buyer shall implement the inspection within 45 working days after the goods delivery to Site and inform the Seller two working days in advance to take part in. If the Seller fails to take part in the inspection within a limited time, the Seller will be deemed as agreeing the Buyer to implement the unilateral inspection and accepting the results of the inspection.

1. 验收结果与合同约定不符的，买受人应在验收后5个工作日内书面通知出卖人，并有权要求出卖人在30个工作日内或买受人要求的其他规定期限内对不合格标的物进行整改、修理、重做/或更换、或降质折价等，出卖人有义务按照合同和技术协议的要求，采取相关补救措施，直至符合合同和技术协议约定；

The Buyer shall give the written notice to the Seller within five working days after the acceptance and have the right to require the Seller repair, replace or discount the commodities within 30 working days or any other time-period stipulated in the Buyer’s request. The Seller shall amend and rectify the commodities until the commodities conform in every respect with the requirements of the Contract and Technical Agreement.

1. 标的物的标识按照附件七《标的物包装、标识及运输要求》（以附件14A-《包装与标识（由业主提供）》为准）标识要求条款；

The labeling of the commodities shall comply with terms of Appendix 7: Packing, Labeling and Transportation Requirements (as per Attachment 14A-Packing and Marking (provided by the Owner)

1. 标的物缺陷不能补救或改正，则买受人有权拒收，出卖人必须以合适的标的物进行更换以满足本合同的要求，应在30个工作日内或买受人要求的其他规定期限内完成更换工作，否则买受人有权解除本合同并重新订货，解除合同的法律后果同第15.5条规定。

If the defects of the objects fail to be remedied or amended, the Buyer is entitled to decline the acceptance of the objects, and the Seller shall have to replace the ineligible objects with eligible objects to comply with the requirements of this Contract. The Seller shall complete the replacement within 30 working days or any other time-period stipulated in Buyer’s request, otherwise the Buyer is entitled to terminate the Contract and reorder. The legal consequences of termination of the Contract refer to Article 15.5 hereinafter.

1. 需要经装置联运测试进行验收的，经双方确认完全符合约定技术指标后，签署验收报告。

The acceptance report shall be signed after both Parties hereto confirm that the commodities which requires to be inspected by start-up test are fully in compliance with the appointed technical standards.

10.3出卖人负责对标的物在买受人现场提供指导安装与调试，时间、人次执行《技术协议》的要求。现场指导安装与调试人员必须是有经验、能胜任相关职责的技术人员或技师。

10.3 The time and number of personals shall according to the Technical Agreement when the Seller supplies on-Site installation and debugging services for the Buyer. The on-Site personals must be experienced and competent technicians.

10.4安装调试中或交付后发现的质量问题，出卖人在接到买受人通知后48小时内须派出专业人员到达指定地点处理，直至买受人验收合格。因此增加的人员、费用由出卖人承担。

10.4 If any quality problem is discovered during the installation and debugging or after the delivery, the Seller shall dispatch technicians to specified place to handle the problem until the Buyer’s acceptance of the object within 48 hours after receiving the Buyer’s notice and the relevant expenses shall be borne by the Seller.

10.5若需对买受人或项目业主方人员进行培训，培训人员费用已包含在合同总价中。出卖人负责提供培训教材，对被培训人员进行本合同标的物的操作和维修的培训。培训教材的深度应能满足被培训人员操作、维修、拆卸、重新组装、调整和修复生产设备的需要，使被培训人员能够正确、熟练地操作和维护合同标的物，培训时间安排在合同标的物试运行前进行，在此项培训结束前，不应认为合同标的物已经按照合同规定的接收要求被买受人接受。因培训工作的缺失，造成被培训人员错误操作和维护合同标的物而造成的损失，由出卖人承担责任。

10.5 If any training for the relevant staff of the Buyer or the Owner is required, the training expenses have been included in the total Contract Price. The Seller shall be responsible for supplying the training materials and the training on operation and maintenance of the objects for the trainees. The contents of the training materials shall satisfy the requirements of operation, maintenance, disassembly, reassembly, adjusting and fixing of the equipment so that the trainees can operate and maintain the objects hereof correctly and craftily. The training schedule shall be arranged prior to the final acceptance of the objects hereof and the objects hereof shall not be deemed as being accepted by the Buyer prior to the completion of the training. Any loss incurred by incorrect operation and maintenance of the trainees due to the Seller’s incorrect training shall be borne by the Seller.

**十一 权利担保条款**

**11. Warranty of Title**

出卖人承诺，其所出售的标的物不侵犯任何第三方的权利（包括但不限于所有权、知识产权等），并且任何第三人都不会就该标的物向买受人主张任何权利（包括但不限于所有权、知识产权等）。若因出卖人所出售的标的物侵犯第三方的权利而引起任何争议或纠纷（包括但不限于行政机关对买受人的调查、诉讼和/或仲裁等），由出卖人负责解决。若因此而给买受人带来经济损失的，出卖人应承担赔偿责任，赔偿买受人因此而遭受的经济损失，该等经济损失包括但不限于买受人为处理该等争议或纠纷而支出的律师费用、差旅费用、调查取证费用、诉讼/仲裁费用以及其它合理费用等。

The Seller guarantees that the objects supplied have no infringement to the rights of any third party (including but not limited to ownership, intellectual property and etc.). The Seller is responsible for solving any controversy or dispute (including but not limited to investigation, lawsuit and/or arbitration etc. from administrative institutions on the Buyer) incurred by the infringement. In the event of any loss caused by the infringement, the Seller shall be responsible for and compensate for the economic loss of the Buyer, which includes but not limited to direct loss, price difference of reordering, legal expenses, arbitration fee, investigation fee paid for investigating the Seller’s responsibility of breach of the Contract, and other reasonable expenses. Risk of damage and loss of ineligible objects not measuring up to quality standards upon the termination of the Contract shall be borne by the Seller.

**十二 不可抗力**

**12. Force Majeure**

12.1如本合同任何一方由于战争、火灾、水灾、台风、地震、政府政策等双方不能预见、不能克服且不能避免的客观原因而影响了合同的正常执行，则可根据受影响的程度顺延合同履行期限，并可根据不可抗力的影响，部分或全部免予承担违约责任。但是，即使发生前述不可抗力，如果出卖人仍可采取其它补救措施或方案，如选择其它运输路线等，则出卖人不得以不可抗力为由免责。但若一方违约在先，其不得以此后发生不可抗力为由要求免除其违约的责任。

Should either party, outside either party’s control, be prevented or delayed from performing any of its obligations under Contract due to event of Force Majeure such as war, serious fire, flood, typhoon, earthquake, government intervention or any other event which beyond either party’s control. The affected party shall not be liable for any delay or failure in performing any or all of its obligations due to the event of Force Majeure. However, other remedies or plans, such as choosing other transportation lines, can be adopted even if aforesaid Force Majeure occurs, Force Majeure shall not be an excuse for either Party to be exempted from the liabilities. The affected party shall not be exempted from liabilities of breach if Force Majeure occurs after its breach of Contract.

12.2当不可抗力发生时，遭受不可抗力方应尽可能将不可抗力事件的发生在最短的时间内通知另一方，并在其后10个工作日内向另一方发出有关部门出具的证明书或其它为公众认可的资料作为证明。

12.2 When Force Majeure occurs, the affected Party shall notify the other Party within the shortest possible time and send certificates issued by relevant departments or other authorized documents as evidence to the other Party within 10 working days after the date of Force Majeure.

12.3不可抗力事件发生后，遭受不可抗力的一方应取得另一方的理解并采取有效措施，以最短的时间将不可抗力造成的损失降到最低程度。当一方不再受不可抗力影响时，应向另一方发出通知。并应在最短的时间内，恢复受不可抗力影响的工作。

Efficient steps shall be taken to minimize damages caused by Force Majeure within the shortest possible time by the Party suffering Force Majeure after obtaining the understanding of the other Party. When the affected Party is free from Force Majeure, a notice shall be given to the other Party and the work affected by Force Majeure shall be remedied and recovered within the shortest possible time.

12.4如果因已根据第12.2款的规定发出通知的不可抗力，使合同履行受到阻碍已持续90天，或由于所通知的不可抗力断续阻碍合同执行累计超过120天，任一方可向对方发出终止合同的通知。在此情况下，合同终止应在该通知发出7天后生效。

12.4 If the continual interruption of performance of the Contract continues for 90 days or the intermittent interruption accumulates to more than 120 days since the Force Majeure notice is given as provided in Article 12.2, either Party may give the other Party the notice of termination of the Contract. Under such circumstance, the termination of the Contract shall come into effect within 7 days after the said notice is given out.

**十三 合同变更和解除**

**13. Amendment and Termination of Contract**

13.1双方协商一致可变更或解除本合同，本合同另有约定的除外。

Any amendment or termination of the Contract shall be subject to agreement through consultation between both parties unless otherwise stipulated in the Contract.

13.2合同变更应采取书面形式签认，并成为相关合同的补充内容。任何未经双方书面签认的合同变更均无效。

Any amendment of the Contract shall be signed and confirmed in written form, and be the supplement of the Contract. Any Contract amendment shall be invalid without written signing by both parties hereto.

13.3如因项目延期导致本合同履行延期累计【5】个月以内，买受人及时书面通知出卖人，买受人不承担违约责任。如项目延期累计【6】个月以上，买受人与出卖人另行协商。

If the performance of this Contract is delayed due to Project delay within [5] months, the Buyer shall promptly notify the Seller in writing, and the Buyer shall not be liable for breach of Contract. If the project is delayed for more than [6] months, the Buyer and the Seller will negotiate separately.

13.4尽管有上述约定，买受人有权在任何时候以书面形式通知出卖人终止履行此合同的全部或部分。在通知中指明的终止日期当日，出卖人必须停止与此份合同有关的所有工作；出卖人有权获得截止至终止日出卖人已实际履行的货物对应的价款。支付金额以终止之日为准计算，且不得超过双方在取消订单比例表中约定的金额(附件16)，已支付价款除外。已进行的工作的所有成果应转让给买方。

Notwithstanding the forgoing, Buyer shall have the right to terminate performance of all or any part of the Contract at any time by written notice to Seller. On the date of such termination stated in the notice, Seller shall discontinue all work pertaining to The Contract. The Seller is entitled to obtain the payment of the goods actually performed by the Seller until the date of termination, while the payment amount shall be calculated by the date of termination and shall not exceed the amount agreed by the Parties in the Cancellation Cost (Appendix 16) excluding the payments made already. All results of already conducted Works shall be transferred to Buyer.

**十四 保密责任与知识产权**

**14. Confidential Liability and Intellectual Property**

14.1合同双方均应承担合同的保密责任（保密信息的内容包括但不限于技术方案、工程设计、设计图、技术图纸、技术指标、价格信息、经营信息及其它商业秘密等，无论是有形或无形的），任何一方未经对方当事人书面允许不得向第三方泄露本合同内容，但（i）法律法规另有规定（ii）在项目实施所需的范围内向业主披露信息的除外。

14.1 Both Parties shall bear the confidential liability of the Contract (including but not limited to technical planning, engineering design, design drawings, technical drawings, technical index, price information, business information and other business secrets etc., both tangible and intangible) secret and confidential. Without written approval of the other Party, neither Party is allowed to leak the business secrets to any third party unless: (i) otherwise stipulated in relevant laws and regulations; (ii) the information is disclosed to the Owner to the extent necessary for the Project implementation.

14.2保密期限为15年，自双方签订本合同之日起开始计算。若合同一方违反保密义务，须承担违约责任，并对合同另一方造成损失和伤害，承担赔偿责任。

14.2 The term of confidentiality is 15 years from the date of signing of this Contract by both Parties hereto. In case of any damage or loss to the other Party incurred by one Party’s violation of aforesaid confidential liability, the legal responsibility of leaking and all the loss shall be borne by the latter Party.

**十五 违约责任**

**15. Liability for Breach of Contract and other types of Liability**

15.1如出卖人未能按照附件17规定的关键里程碑日期内交付设备、材料和文件，出卖人应按附件17中规定的费率向买受人支付违约金，从里程碑日期届满之日起至该里程碑实现之日止。

15.1If the Seller fails to deliver Equipment, Materials and documentation within time-periods (Liquidated Damages Milestones) stipulated in Appendix 17 to the Contract, the Seller shall pay to the Buyer delay liquidated damages at the rate specified in Appendix 17 from the date of expiry of the Liquidated Damages Milestone until the day that such Liquidated Damages Milestone is achieved.

15.2如果逾期交货超过（2）个月，买受人有权终止合同，并要求出卖人承担违约责任和赔偿损失。合同终止的法律后果见下文第15.5条。

15.2 In the event that the overdue delivery exceeds (2) months, the Buyer is entitled to terminate the Contract and claim the Seller to bear the liability of breach of the Contract and the compensation of loss. Legal consequences of termination of the Contract refer to Article 15.5 hereinafter.

15.3在该合同项下或者与本合同有关的一切事宜，不论任何形式提出，合同相关的全部出卖人对买受人总的责任上限不超过合同金额的15%（百分之十五）。但出卖人的总责任限额不适用于下列情况中出卖人的任何责任：

15.3 For all matters under or in connection with the Contract, no matter in any form, the upper limit of the total liability of all the Seller to the Buyer under the Contract shall not exceed 15% (fifteen percent) of the Contract amount. The limit of total liability of the Seller shall not apply to any liability of the Seller arising:

1. 由于重大过失和故意不当行为；

Out of gross negligence and willful misconduct;

1. 根据本合同第3.4, 5.4(d), 9, 10.2(e), 10, 15.5, 15.6,15.8, 15.9, 15.10和15.11条的规定；

Under clauses 3.4, 5.4(d), 9, 10.2(e), 10, 15.5, 15.6, 15.8, 15.9, 15.10, 15.11 of the Contract.

15.4由于出卖人如下严重违约行为，给买受人造成损失的，买受人有权终止或解除合同：

15.4 If any loss of the Buyer due to the Seller’s serious breach of the Contract as follows, the Buyer is entitled to terminate or rescind this Contract:

1. 出卖人不按照《技术协议》要求，使用材质不符、试验项目不符、填报虚假报告、隐瞒质量问题等不诚信行为；

The Seller has dishonest behavior, such as using inconsistent materials, starting inconsistent trial projects, filling in false reports, and concealing the quality problems etc., which are not in accordance with the provisions of the Technical Agreement;

1. 出卖人擅自将本合同转包给其它任何分包商（双方约定的外购件除外），买受人有权拒收或立即解除合同；

The Seller transfers the Contract to any other subcontractor (excluding the bought-in components agreed by both Parties hereto) without the Buyer’s permission, the Buyer is entitled to decline the acceptance of commodities, or terminate the Contract promptly;

1. 因标的物性能考核（以《技术协议》为准）不合格或质保期内出现严重质量问题，在买受人指定的期限内，出卖人无法修补更换。

When the commodity fails during the Performance Test of the Plant (subject to the Technical Agreement) or the Seller is unable to repair or replace within the specified Quality Guarantee Period prescribed by the Buyer when the commodities are not qualified or has defects during Quality Guarantee Period.

15.5因出卖人的原因造成合同解除时，出卖人应承担违约责任和赔偿损失责任，应在15日内两倍返还本合同4.3条约定的买受人已支付的预付款和单倍返还其余全部货款。若支付的违约金不足以弥补买受人的实际损失的，以实际损失为准，该实际损失包括但不限于直接损失、可得利益及第三方索赔等间接损失、重新订货的差价、为追究出卖人违约责任而支付的律师费用、诉讼仲裁费用、调查取证费用以及其他合理的费用支出等。

15.5 The Seller shall be liable for breach of the Сontract and compensation of losses when the Contract is terminated due to the causes of the Seller. The Seller shall refund Two times of the advance payment that has been made under Article 4.3 and all other payments received from the Buyer within 15 days upon the termination. If the compensation is not enough to make up the actual loss of the Buyer, the actual loss prevails. The actual loss includes but not limited to direct loss, consequential damages such as obtainable profits and claims from the third party, price difference of reordering, legal expenses, arbitration fee, investigation fee paid for investigating the Seller’s responsibility of breach of the Contract, and other reasonable expenses.

15.6如果在合同第3.3 b）条规定的质量保证期内，因出卖人提供的服务给买受人造成损失，出卖人应承担赔偿。

15.6 The Seller shall reimburse the Buyer for losses incurred by the Buyer as a result of the Services rendered by the Seller if such losses occur within a Quality Guarantee Period set out in clause 3.3 b) of the Contract.

若出卖人没有履行《技术协议》中规定的提供技术服务要求，并因此给买受人造成经济损失的。买受人有权按照实际损失从买受人对出卖人的任何合同中到期或未付金额中扣除。

15.7若出卖人未按《技术协议》规定的技术服务要求执行相关服务，并因此给买受人造成损失。买受人有权按照实际损失从双方合同中到期或未付金额中扣除。

15.7 If the technical service requirements stipulated in the Technical Agreement are not fulfilled by the Seller and the Buyer incurs losses, the Buyer is entitled to deduct from the due amount or unpaid amount under the Contract the Buyer is supposed to pay to the Seller.

15.8. 出卖人应对以下事项负责，并应捍卫买受人权益：

15.8. The Seller shall be responsible for and shall save, indemnify, defend and hold harmless the Buyer against:

1）由于出卖人承担风险或财产损失时，对买受人财产造成损失的；以及

1. any loss of, or damage to, property of the Buyer whilst the Seller bears the risk of loss thereof or damage thereto; and

2）因出卖人活动而引起的，与人员伤亡有关的任何第三方责任或索赔；

1. any liability to, or claims by, a third party in respect or injury to, or death of, persons,

3）出卖人在合同执行期间未能遵守相关法律，包括本合同第9.15条规定的项目现场当地法规。

1. failure by the Seller to comply with any laws applicable to it during the execution of the Contract, including local site regulations as set out in clause 9.15 of the Contract

由出卖人造成、引起或者其他与出卖人活动有关事项

caused by, or arising out, or in any way in connection with, the Seller’s activities.

15.9 卖方应对由于卖方原因导致未达到工厂性能保证而产生的任何损失负责。

15.9 The Seller shall be liable for any losses occurred as a result of non-achievement by the Plant of performance guarantees due to reasons attributable to the Seller.

如因出卖人原因导致标的物进行性能测试时，无法满足技术协议中规定的性能要求，买受人可以选择：

* 1. 出卖人承担标的物进一步矫正的所有费用或出卖人自行负责矫正，随后再进行性能测试；
  2. 买受人接受标的物并要求出卖人支付标的物总价的20%作为赔偿金；
  3. 拒绝接收该标的物并要求出卖人进行赔偿，包括合同服务费及相关损失赔偿。

If during Performance tests the Commodities fails to achieve any performance guarantees stipulated in the Technical Agreement for reasons attributable to the Seller, then the Buyer shall have the option:

1. either to proceed with further corrective measures to be performed on the Contract Commodities at Seller's expense or by the Seller itself, followed by a further performance tests, or
2. to accept the Contract Commodities and claim the liquidated damages in the amount of 20% of the price of the Contract Commodities, or
3. to reject the Contract Commodities and claim reimburse of the cost of the Contract Commodities, related Contract Services cost and suffered losses.

15.10在未能按合同规定替换不完整标的物或其部件、消除标的物及其部件缺陷、或替换质量不合格标的物及其部件情况下，买受人有权要求出卖人支付违约金。违约金金额为每延迟一天按合同价格的0.5%计算。

15.10 In the event of breach of the terms for replacing incomplete Contract Commodities or its part by the complete Contract Commodities or its part, eliminating defects in the Contract Commodities or its part, replacing of the Contract Commodities (or its part) of improper quality by the Contract Commodities (or its part) corresponding to the Contract, the Buyer has the right to demand from the Seller liquidated damages in the amount of 0,5% of the price of the Contract Commodities for which the above-mentioned terms were breached, per each day of delay.

15.11 如果由于出卖人未能履行合同规定的义务导致标的物无法投入商业运营，或由于标的物出现故障/损坏，买受人有权要求出卖人支付违约金。违约金金额为每停工一天合同标的物价格的0.05％，除违约金外，出卖人还需赔偿买受人所有相关损失。停工时间应从买受人向出卖人发出合同商品故障/损坏通知之日起计算，直至出卖人消除缺陷/更换标的物，并且经双方签署合同标的物缺陷消除证明书时为止。

15.11 In the event of the downtime, due to the impossibility to put Contract Commodities into commercial operation, breakdown/failure due to non-fulfillment/improper fulfillment by the Seller of obligations under the Contract, the Seller shall pay to the Buyer liquidated damages in the amount of 0.05% of the Contract Commodities Price for each day of such downtime, as well as reimburse the Buyer for all related losses, in excess of liquidated damages due. The downtime shall be calculated from the beginning of the downtime specified in the notification sent by the Buyer to the Seller about the breakdown/failure of the Contract Commodities until the date of elimination by the Seller of deficiencies/replacement of the Contract Commodities and signing by the Parties of the Certificate of Elimination of Deficiencies/Replacement of the Contract Commodities.

**十六 解决合同纠纷的方式**

**16. DISPUTE SOLUTION**

16.1合同双方因执行本合同所发生的或与本合同有关的一切争议和纠纷，首先应通过友好协商解决：如协商不成，则任何一方需按（ b ）执行。

16.1 The parties hereto shall, first of all, settle any dispute arising from or in connection with the Сontract by friendly negotiations. Should such negotiations fail, such dispute may be settled in accordance with (b) under the request of either Party:

1. *向合同签订地有管辖权的人民法院提出诉讼。*

Referring to the local People's Court having jurisdiction on such dispute for settlement

1. *凡因本合同引起的或与本合同有关的任何争议，均应提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁，仲裁地应该在上海。仲裁裁决是终局的，对双方都有约束力。*

*Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission （CIETAC） for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration, the place of arbitration shall be Shanghai. The arbitral award is final and binding upon both parties.*

**十七 其它约定事项**

**17. MISCELLANEOUS**

17.1买受人有权无需经出卖人同意，将本合同项下的任何权利和义务转移 (转让)给业主(或业主的关联方) （“受让方”），但须以买受人就该转让向出卖人发出的书面通知为准。 在这种情况下，出卖人应在收到此种通知后立即自费修改在转让之前根据本合同签发的任何文件(包括但不限于第4.5条项下的履约保证)和/或完成任何其他必要的活动，以确保出卖人对受让方如同是本合同项下的买受人一样适当履行本合同。

17.1 The Buyer shall be entitled to assign (transfer) any rights and obligations under this Contract to the Owner (or an affiliate of the Owner) (the “Assignee”) without the consent of the Seller, subject to the Buyer’s written notification of such assignment to the Seller. In this case, the Seller shall at its own cost immediately upon receipt of such notification amend any documents issued under this Contract prior to such assignment (including but not limited to the Performance Guarantee under clause 4.5) and/or accomplish any other activities necessary to ensure proper performance of this Contract by the Seller as if the Assignee is the Buyer under this Contract.

17.2 The Buyer, without waiver or limitation of any rights or remedies of the Buyer in accordance with this Contract shall be entitled from time to time to deduct from any amounts due or owed by the Buyer to the Seller in connection with this Contract any and all amounts owed by Seller to the Buyer in connection with this Contract, provided that a notice (including but not limited to a letter, an email, a fax and other forms) has been given to the Seller.

17.3出卖人应信守职业道德，保证不以任何方式向买受人相关人员进行商业贿赂或其它违纪行为，任何违反商业道德的行为都将导致合同终止或解除。买受人有权以书面形式通知出卖人立即解除合同，解除合同的法律后果参照15.5条的规定。

17.3 The Seller shall abide by the professional ethics, and no commercial bribery to relevant staff of the Buyer or other activity against laws and disciplines is allowed. Any activity against business ethics may contribute to the expiration or termination of this Contract. The Buyer is entitled to terminate the Contract promptly through informing the Seller in written form, the legal consequences of the termination refer to aforesaid article 15.5.

17.4出卖人（包括运输商）在送货和调试期间必须遵循买受人的HSE管理规定，佩带劳保防护用品。若出卖人因未遵循买受人的HSE管理规定发生的一切安全事故，出卖人承担全部责任。

17.4 The Seller (including the logistics service provider) shall, during the delivery and debugging, wear the personal protective equipment in accordance with HSE management regulations of the Buyer. Any safety accident incurred by the Seller not abiding by the HSE management regulations, the Seller is responsible for all the liabilities.

17.5双方一致确认，有关本合同的相关书面通知以及其它法律文件的送达地址与送达的联系人以合同扉页所记载的地址以及合同经办人为准，若一方有所变更的，则应提前5个工作日发送通知给对方，若发生变更方未能在前述期限内发送通知给对方的，则该变更方的送达地址以及联系人以合同扉页所记载的为准。

17.5 Both parties hereto agree that the address and contact person for service of any written notice or legal document concerning this Contract shall refer to those recorded on the front page of this Contract. Any change by either Party shall be informed to the other Party 5 working days in advance. In case that the alteration notice is not given to the other Party within aforesaid period, the address and contacts for service of the Party shall refer to those recorded on the front page of this Contract.

17.6本合同未尽事宜，双方协商签署补充协议，若补充协议与本合同由不一致的，以补充协议为准。若对本合同条款、《技术协议》有变更，必须经原签署各方授权代表书面签字确认，方可生效。

17.6 Parties may revise or supplement through negotiation matters not mentioned in this Contract. Any terms of the supplement agreement runs counter to this Contract, the supplement agreement shall prevail. Any amendment and／or supplement to this Сontract and/ or the Technical Agreement will be valid only after the authorized representatives of both parties have signed written documents.

17.7合同所有附件及补充协议与本合同具有同等法律效力。解释顺序：补充协议、本合同、技术协议、合同授予通知书、报价文件、询价文件。

17.7 All the appendices and supplement agreements shall be of equal legal effect of this Contract. Interpretation order: Amendment of the Contract, the Contract, Technical Agreement, contract award notice, quotation form and inquiry form.

17.8本合同一式XX份，买受人XX份，出卖人XX份，分别以中文和英文书写，两种文本具有同等效力。若有不一致，则以英文版本为准。合同生效日期参见合同封面。

17.8 This Contract is made out in [ ] originals in Chinese and English Version, [ ] for the Buyer and [ ] for the Seller, both texts being equally valid. In case of any divergence of translation, the English text shall prevail. Effective date of the Contract shall be the date stipulated at the first page of the Contract.

17.9合同有效期自合同生效之日起到质保期满并理赔完毕、货款两清之日止，本合同第13条除外，无论合同解除或终止，双方的保密义务均持续有效。如经买受人和出卖人双方协商一致，本合同的有效期可以延长。

17.9 The Term of Contract refers to the period from the date of effectiveness to the date of the termination of quality guarantee period and the clearance of loans between both Parties. The confidential liability of both Parties for terms and conditions of this Contract excluding Article 13 shall continue to be effective even if the Contract is rescinded or terminated. The Contract may be extended with the consensus between both parties.

**第二部分 合同附件**

**Part II Appendix of the Contract**

**合同附件清单**

**Appendix List of the Contract**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **序号**  **NO.** | **文件名称**  **Name of Document** | **提供方**  **Provider** | **提供情况**  **Status** | **备注**  **Reference** |
| 附件一  Appendix 1 | 供货一览表  Scope of Supply |  |  |  |
| 附件二  Appendix 2 | 主要材料/主要构件清单  List of Major Materials/ Components |  |  |  |
| 附件三  Appendix 3 | 文件资料交付要求  Delivery Requirements of Documentation |  |  |  |
| 附件四  Appendix 4 | 交货要求  Delivery Requirements of Commodities |  |  |  |
| 附件五  Appendix 5 | 发货通知单  Consignment Notice |  |  |  |
| 附件六  Appendix 6 | 送货（装箱）清单  Delivery (Packing) List |  |  |  |
| 附件七  Appendix 7 | 标的物包装、标识及运输要求  Packing, Labeling & Transportation Requirement |  |  |  |
| 附件八  Appendix 8 | 履约保函  Performance Guarantee |  |  |  |
| 附件九  Appendix 9 | 主要材料/主要构件到厂验证报告  Verification Report of Major Materials/Components |  |  | 出卖人提供  Supplied by Seller |
| 附件十  Appendix 10 | 设备制造完成申请放行报告  Release Report for Finished Equipment |  |  | 出卖人提供  Supplied by Seller |
| 附件十一  Appendix 11 | 文件传送单  Documentation Transmittal |  |  |  |
| 附件十二  Appendix 12 | 技术协议（签字版）  Technical Agreement (with Signature) |  |  |  |
| 附件十三  Appendix 13 | 运输、吊装方案  Planning for Transportation and Lifting |  |  | 出卖人提供  Supplied by Seller |
| 附件十四  Appendix 14 | 业主的额外要求  Owner’s Additional Requirements |  |  | 业主提供  Supplied by Owner |
| 附件十五  Appendix 15 | 设备通过俄罗斯EAC认证所需文件资料的交付  The Deliverables for Equipment passing Russian EAC Certificates |  |  |  |
| 附件十六  Appendix 16 | 取消费用  Cancellation Cost |  |  | 出卖人提供  Supplied by Seller |
| 附件十七  Appendix 17 | 违约赔偿金  Liquidated Damages Milestones |  |  |  |
| 附件十八  Appendix 18 | 服务验收征收  Services Acceptance Certificate |  |  |  |

附件一 **供货一览表**

Appendix 1 Scope of Supply

**List 1. 供货范围明细表Detailed Scope of Supply**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 位号Item | 设备名称  Name of equipment | 规格型号 Specification | 单位  Unit | 数量  Quantity | 总重  Total Weight (Kg) | 单价（元）  Unit  Price (Yuan) | 金额Amount（元） | 交货期  Shipment Schedule |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
| **Includes** | | | | | | |  |  |
| Spare parts for commissioning | | | | | | |  |  |
| Capital spare parts | | | | | | |  |  |
| Two years spare parts | | | | | | |  |  |
| Special Tools (if any) | | | | | | |  |  |
| Technical Service & Training ( person/ day) | | | | | | |  |  |
| Certificates for EAC / GOST | | | | | | |  |  |
| Sub-Total (FOB/FCA International Seaport/Airport/Terminal) w/o VAT | | | | | | |  | |
| 13% VAT | | | | | | |  | |
| Total Amount with VAT | | | | | | |  | |

在本采购订单下提供的货物应符合技术附件中规定的规范和标准The Goods supplied under this Contract shall conform to the code and standards stipulated in the Technical Agreement.

**List 2: 开车备件明细表Breakdown Price List of Commissioning Spare Parts**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Type | Part No. | Unit | Qty. | Unit Price | Total Price |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total Price:** | | | | | |  |

**List 3: 资产备件明细表Breakdown Price List of Capital Spare Parts**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Type | Part No. | Unit | Qty. | Unit Price | Total Price |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total Price:** | | | | | |  |

**List 4: 2年备件明细表Breakdown Price List of Two Year Spare Parts**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Type | Part No. | Unit | Qty. | Unit Price | Total Price |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total Price:** | | | | | |  |

**List 5: 特殊工具明细表（如有）Breakdown Price List of Special Tool (if any)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Item | Type | Part No. | Unit | Qty. | Unit Price | Total Price |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **Total Price:** | | | | | |  |

**List 6: 技术服务的费率Rate of Technical Service**

|  |  |  |
| --- | --- | --- |
| Category | Number of Persons | Rate/Day |
|  |  |  |
|  |  |  |

**List 7: 培训的费用或费率Cost or Rate of Training**

|  |  |  |
| --- | --- | --- |
| Category | Number of Persons | Rate/Day |
|  |  |  |
|  |  |  |

备注Note:

如卖方需要提供清单1所列供货范围以外的技术服务或培训，则卖方与买方另行签订技术服务协议，并按清单6&7所列技术服务和培训费率执行。 额外服务将按照新的技术服务协议支付。 服务费率在工作完成前是固定的，不会随实际服务天数的增加或减少而变化In case of the Seller is required to provide technical service or training beyond the scope of supply listed in list 1, the Seller and Buyer shall sign the technical service agreement in addition and the rate of technical service &training listed in list 6&7 will be applicable. And the extra service will be paid basing on the new technical service agreement. The Service Rate is fixed until the completion of work and would not vary along with the increase or decrease of the actual service days.

**List 8: 现场服务描述Description of Site Services**

| **序号 No.** | **阶段**  **Stage** | **主要工作&详细情况 Main Work & Detailed Description** | **人工●天 Manday** | **服务完成标准**  **Services input** |
| --- | --- | --- | --- | --- |
| **1** | **Incoming Control Inspection** |  |  |  |
| **2** | **Installation** |  |  |  |
| **3** | **Pre-Commissioning** |  |  |  |
| **4** | **Commissioning** |  |  |  |
| **5** | **Performance Tests** |  |  |  |

**List 9:现场费率包含 Site rates inclusion**

|  |  |
| --- | --- |
| **SCOPE OF SERVICES** |  |
|  |  |
| **CONSTRUCTION BARCHART DEFINITION** |  |
| Work location |  |
| Estimated duration of Construction Mgt |  |
| Working days and hours per week | 6 days\*10 hour / week |
|  |  |
| Rotation policy references |  |
| Employee Status for the estimate |  |
| **SALARIES & LIVING ALLOWANCES** |  |
| Gross Salary and welfare cost | included |
| Payroll burdens | included |
| Holydays and home leaves on top of legal xx days | included |
| Salary uplifts | included |
| Payroll burdens | included |
| Holydays and home leaves on top of legal xx days | included |
| Salary uplifts | included |
| Payroll burdens | included |
| Holydays and home leaves on top of legal [●] days | included |
| Salary uplifts | included |
| Special working/winter clothing's & equipment | included |
| Local living allowances fixed amount | included |
| Withholding taxes | included |
| Individual Income Taxes | included |
| Additional company rules Insurance | included |
|  |  |
| **INSURANCE - HSE** |  |
| Civil liability insurance | included |
| Sick employee emergency repatriation insurance | included |
| Social security insurance | included |
| Site local medical care | included |
| Health Safety Environment | included |
| Allowance for heath check & local health support | included |
| Local Mobile phone allowance | included |
| safety equipment and PPA | included |
|  |  |
| **REST AND RECUPERATION R&R** |  |
|  |  |
| One day per month | included |
| Travel time Rest & Recuperation | included |
| Travelling class Rest & Recuperation | included |
|  |  |
| **TRAVELS** |  |
|  |  |
| Visa application & medical check for visa issue | included |
| MOB/DEMOB specific costs luggage's etc.... Incl xxxEUR allowance at demob | included |
| TAXI from home | included |
| Air Travel from home to international airport | included |
| International / Local air travel with airport taxes home - City | included |
| Economy travelling class MOB/DEMOB | included |
| Airport taxes | included |
| Meet & great + transportation cost | included |
| Business Travels hours client request | included |
| Business Travels Cost client request | included |
| Local Transportation during assignment | included |
|  |  |
| **ACCOMMODATIONS & MEALS** |  |
|  |  |
| Temporary accommodation upon arrival (2) | Included |
| Accommodation in town or in camp (2) | Included |
| Laundry for working clothes | Included |
| Canteen facilities and food provision services on site (2) | Included |
| Professional clothes | Included |
| Warehouse mobile equipment and tools, except IT tools, computers, and communications. | Included |
| TSF+ site office and security related cost incl running cost | Included |
| IT server’s software's Plotters Data Links etc. provision | Included |
| Personal computers and software | Included |
|  |  |
| **OTHER DIRECT COSTS** |  |
| Vendor Registered Office in City (if any) | Included |
| Vendor administration Office (if any) | Included |
| Extra over expense Accounting set up / Recruitment | Included |
|  |  |
| **INDIRECTS and SPECIFIC COSTS** |  |
|  |  |
| security costs | included |
| PRECOM measurement equipment provision | included |
| CAR INSURANCE | included |
| Representation costs and special events at client request | included |
| TSF Buildings, Facilities and Plant equipment and Tools | included |
| All construction site related running costs | included |
| Communication, telephone, Walky talkies, | included |
|  | included |
|  | included |
|  | included |
|  |  |
| **ESCALATION** |  |
|  |  |
| Escalation over Construction management period | included |
| Change in Law and regulations | included |
|  |  |
|  |  |
| Currencies of expenditure / payment |  |

附件二 **主要材料/主要构件清单**

Appendix 2 List of Major Materials/ Components

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 序号No. | 主要材料/主要构件名称  Name of Major Materials/ Components | 规格和材质Specification and Material | 分供商Sub-vendor | 计量单位  Unit | 数量  Quantity | 备注  Remark |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

说明：1、由出卖人提供材料的，按此表格式填写；

Explanation: 1. Fill in the form in accordance with the materials supplied by the Seller;

2、由买受人提供主要材料的，不填写分项单价、分项总价和占总价比例，填写规格型号、材质、数量，供货时间和验收时间等；并规定出卖人收货人员及联系电话，如无约定或无法约定，则由出卖人委托代理人签收或在货物签收单上加盖出卖人公章。

2. In accordance with the main materials supplied by the Buyer, do not fill in the breakdown unit price, breakdown total price and the proportion each breakdown accounts for in the total price, but complete specifications, material, quantity, delivery and acceptance time. Specify the telephone number and the name of the Seller; if the above information is not supplied or can be supplied, the entrusted agent of the Seller should put the Seller’s official seal on the cargo receipt.

附件三 **文件资料交付要求**

Appendix 3 Delivery Requirements of Documentation

出卖人需交付的文件资料除满足《技术协议》的要求外，尚应满足以下要求：

Besides the "Technical Agreement", the documentation the Seller delivers should also meet the following requirements:

1. 文件资料的纸张大小为A4，语言为俄文、英文对照。质量检验文件每页应加盖质量检验专用章（特殊合格证可使用制造厂专用格式），复印件要加盖复印单位的红章（质量检验专用章）。

1. Paper size of documents is A4, made out in both Russian and English version. Each page of documentation on quality inspection should be affixed with special seal of quality inspection (special certificate can use specific manufacturer format), and copies should be added with copy red seal (quality inspection seal) of each enterprise.

2 过程文件或资料：如需要反馈和确认过程资料或文件，其详细图纸、文件名称、内容、时间、份数执行《技术协议》的要求，按附件十一“文件传送单”进行。并预先发送电子版，纸版采用快递方式或直接递交。

2. Process documents or information should meet the following requirements: If feedback and confirmation of process information or documents are needed, detailed drawings, the file name, content, time, and number of copies should be supplied in accordance with the "technical agreement", and transferred in according with the Documentation Transfer List in Appendix 11. Electronic version needs to be sent in advance and print version needs to be delivered by courier or submitted directly.

3. 合同执行状态报告。出卖人应以WORD或PDF格式在每月的25日向买受人和业主提交一份电子版的合同执行状态报告。报告至少应包含以下内容:

3. Report the execution status of the Сontract. On the 25th of each month, the Seller should submit a report on the execution status of the Сontract in WORD or PDF format to the Buyer and the Owner. The report shall at least include the following items:

* + 1. 买受人拖欠的，出卖人用于设计的资料名称。

The name of the material that is defaulted by the Buyer and that is used to design by the Seller

* + 1. 动态的进度计划，反映报告截止日期的实际状况，包括但不仅限于设计、采购、机加工、制造、组装、测试、涂漆、包装和检验等的控制点。

The dynamic schedule which reflects the actual situation until the reporting deadline including not only the design itself, but also the control point of procurement, machining, manufacturing, assembly, testing, painting, packaging and testing.

* + 1. 合同生效后，出卖人应将主要材料及外协件供应商的进度情况附于报告中。

After the Сontract comes into force, the Seller should attach the production progress of main materials and the outsourcing suppliers to the report.

* + 1. 叙述自上期报告以来的工作进展、存在问题、对进度的影响和最终出厂日期。

Present the work progress since the last report, problems, and their impact on the progress and the final date of production.

* + 1. 报告内容的截止日期为每个月25号。

The deadline for the contents of each report is the 25th of every month.

4 交工资料：与标的物同时交付，并提供交工资料目录。标的物与“产品合格证”、“材质证书”或“质量证明书”、“试验与检测报告”和其它交货资料不能同时交付的，实际交货时间按其交工资料最后交付的时间计算。

4. When handing in the completion documentation, the subject matter should be delivered together with the directory. However, the subject matter must not be handed in with the "Product Certification”, “Material Certificate" or "Quality Certificate", “Test and Inspection Report” and other delivery information. The actual delivery time is specified in accordance with the delivery time of the whole set of completion documentation.

5 “产品合格证”、“材质证书”或“质量证明书”、“试验与检测报告”和其它交货资料 原件（ ）份，另加复印件（ ）份，电子光盘（ ）份。

5 "Product Certification”, “Material Certificate" or "Quality Certificate", “Test and Inspection Report” and other delivery information. Originals ( ); Copies ( ); CDs ( )

6. 三维建模要求（如适用）

除非在开工会期间与买受人/业主达成其他协议，否则完全由出卖人负责开发设备或包装单元的3D模型。

出卖人应向买受人移交符合技术协议要求的3D模型。

6. 3D modeling requirements (*If applicable*)

It is fully Seller’s responsibility to develop a 3D model of equipment or package unit unless other have been agreed with the Buyer / Owner during the kick-off meeting.

The Seller shall handover to the Buyer 3D model complying with the requirements set out in Technical Agreement.

附件四 **交货要求**

Appendix4 Delivery Requirements of Commodities

为确保标的物快捷、顺利地送达项目建设现场，使买受人提前做好接收准备，及时安排卸车，出卖人在送货前做好以下工作：

To ensure the subject matter is delivered to the construction Site quickly and smoothly, the Buyer should prepare to make unloading arrangements timely. The Seller should do the following preparations before delivery:

1. 标的物应安排由专车运输，未经买受人同意，不得采用配货、零担方式运输；运输车辆应务必做到人员、车辆证件齐全（如车辆保险等），否则将无法进入工程现场。
2. The subject matter should be transported by special car. Without the Buyer’s agreement, it shall not be transported in the mode of LTL or distribution. Make sure the transport vehicles are fully equipped with the staff and complete vehicle documents (such as vehicle insurance, etc.), or they are not allowed to enter the project Site.
3. 发货前（ ）天请将附件六 “送货（装箱）清单”（按买受人格式、注明惠生合同号）分别传真至买受人的合同经办人和收货人，并通过电话确认已完整收到。
4. ( ) days prior to delivery, please fax Appendix 6 Delivery (Loading) List (in accordance with the Buyer’s format and with the Wison contract number) to the contract attn. of the Buyer and the consignee, and telephone them to confirm whether the document has been received or not.

合同经办人： 电话： 传真：

邮箱：

收货人： 电话： 传真：

邮箱：

Contract Attn: Phone: Fax:  
                          E-mail:   
Consignee: Tel: Fax:  
                          E-mail:

3 标的物发货前出卖人将附件五 “发货通知单”（按买受人格式、注明惠生合同号）传真至收货人，通知单要填写齐全，特别应注明送货车辆车号、司机联系方式、预计到达时间等。大型设备和大宗材料在到达指定交货地点的前一天，出卖人负责向买受人再次确认到达时间。

3 Prior to shipment of the subject matter, the Seller fax Appendix 5 Consignment Notice (in accordance with the ordering party format and with Wison contract number) to the consignee. The notice should be filled out completely, with the focus on the car number of the delivery vehicle, contact information of the driver, and the estimated arrival time of. The Seller has the responsibility to confirm the arrival time with the Buyer the day before large equipment and bulk materials reaching the designated delivery place.

4 承运人应持有出卖人填写的附件五“发货通知单”一式叁份，交付标的物的同时交付买受人。

4 The carrier shall hold Appendix 5 Delivery Notice in triplicate filled in by the Seller. When delivering the commodities, Appendix 5 Delivery Notice should be handed to the Buyer at the same time.

5. 超重、超长、超宽标的物的运输，事前须制定适宜的运输计划和运输方案（特殊标的物加标记并用专用车辆），并提供给买受人审查。

5. As for the over-weight, over-long, and over-wide subject matter, appropriate transportation plans and transportation program (arrange special and marked vehicles for large-sized subject matter) have to be made before transportation, and give the special plan or program to the Buyer for review.

6. 出卖人应办理好标的物运送的全部手续，承担因运输纠纷导致的损失；出现货到现场不付运费不卸货的情况，如导致买受人付费，则加倍从合同价款中扣除。

6. The Seller should complete all the formalities for the delivery of the commodities and bear the losses caused by the transport disputes. When the commodities arrive at the delivery point, but they are not unloaded in time due to the unpaid freight, the amount of freight paid by the Buyer should be deducted twice from the Сontract Price.

标的物发送至（ 装置施工现场或港口），按我方指定到达惠生物流仓储库或工程项目现场。

7. The subject matter is sent to ( construction Site), and to Wison’s logistics warehouse or construction Site, in accordance with the Buyer’s requirements.

附件五 **发货通知单**

Appendix 5 Consignment Notice

T-WP-PMGE200401C.03-B 编号：[Serial](app:ds:serial) [number](app:ds:number):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 项目名称 Project |  | | | 合同编号  Contract No |  | |
| 发货单位  Delivery enterprise |  | | | 发 货 人  Consignor |  | |
| 收货单位  Receiving enterprise |  | | | 收 货 人  Consignee |  | |
| 提货凭证  Delivery certificate |  | | | 包装方式  Package |  | |
| 发货时间  Delivery Time |  | | | 到货时间  Arrival time |  | |
| 到货地点  Arrival place |  | | | 运输方式  Mode of transport |  | |
| 运输单位  Transport enterprise |  | | | 运 输 人  Carrier |  | |
| 件 数  Number of units |  | 车 号  Vehicle No |  | 手 机 号  [Cell-phone number](app:lj:%E6%89%8B%E6%9C%BA%E5%8F%B7?ljtype=blng&ljblngcont=0&ljtran=cell-phone%20number) |  | |
| 产品检验放行单号  Release number of product inspection | |  | | 产品检验放行人  The person who releases the product | |  |
| 最大件外形尺寸（mm）The size for the largest product (mm) | |  | | 最重件重量（kg）  The weight for the heaviest product (kg) | |  |
| 箱（件）号  Box (Piece) No | 外形尺寸  Dimensions | 货物名称  commodities name | 规格型号  Specification | 位 号  Location No | 重量  Weight | 数量  Quantity |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| 搬运、储存防护要求  Requirements for transport, storage and protection | 小心轻放 [handle with care](app:lj:%E5%B0%8F%E5%BF%83%E8%BD%BB%E6%94%BE?ljtype=blng&ljblngcont=0&ljtran=handle%20with%20care) □ 平稳移动 move smoothly□ 防变形 no distortion □ no cash防撞击 □ | | | | | |
| 建议室内存放 indoor storage □ 防潮 no moisture □ 防水 no water □ 防火no fire □ 防压 no pressure □ | | | | | |

附件六 **送货（装箱）清单**

Appendix 6 Delivery (Packing) List

PACKING LIST

From: seller’s name and address P.O. No

To: Wison Engineering Ltd. ; Invoice No:

Add: Description:

Tel: Fax: Container No:

From XXX to XXX Date:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item | Package No | Packing Style | G.W(kg) | N.W(kg) | Dimension (cm) | | | Measurement (CBM) |
| L | W | H |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |
| Total: |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| DETAILED PACKING LIST | | | | | |
| Name of project：  Wison Engineering Ltd. | | |  |  |  |
| P.O No.: | | |
| Package No: x/xx | | |
| Date: | | |
|  | | |
| No. | Description | TAG NO/ITEM NO | Model & Specification | Quantity | Unit |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |
| 4 |  |  |  |  |  |
| Total: | |  |  |  |  |

附件七 **标的物包装、标识及运输要求**

Appendix 7 Packing, Labeling and Transportation Requirements

(以附件14A-《包装与标识（由业主提供）》为准)

(As per Attachment 14A-Packing & Marking (provided by the Owner))

附件八 **履约保函（金融机构出具）**

Appendix 8 Performance Letter of Guarantee(issued by financial institutions)

**至：**

**To Whom It May Concern,**

本保函作为贵方与 公司于 年 月 日在 （地点）就“ 项目”（ 以下简称“项目” ）签订的 合同（合同号： ）的履约担保。

银行（以下简称“银行”）无条件地、不可撤消地具结保证本行、其继承人和受让人无追索地向贵方以人民币支付总额不超过 元（人民币大写 元）的履约保证金，即相当于合同价格的（ ）%，并承诺如下：

The guarantee functions for the contract (Contract No ) signed by your company and on (date) in (location) on the " Project" (hereafter referred to as the "Project").

 (hereinafter referred to as the "Bank") unconditionally and irrevocably recognizes to ensure your party pay a performance bond not exceeding a total of yuan ( yuan amount in words) to the Bank, its successors and assigns without recourse, that accounts for ( )% of the contract price, and makes the commitments as follows:

1. 公司未能忠实地履行所有合同文件的规定和双方此后可能作出的并同意的修改、补充和变动，包括项目主债权及其利息、违约金、损害赔偿金及实现债权的合理费用。只要贵方提出书面要求，不论 公司有何反对，本行将凭贵方第一次提出的不带证据和条件的书面违约通知，在（ ）个营业日内按贵方提出的不超过上述累计总额的金额和按该通知中规定的方式付给贵方。

Company fails to faithfully perform all the provisions in the contract and the amendments, supplements and changes which may be conducted and agreed by both parties, including main creditor’s rights, interest, liquidated damages, damages as well as the reasonable costs of realizing the creditor’s rights. As long as your party makes a written request, regardless of opposition of Company, the Bank will refer to your first written default notice that is without evidence and conditions, and pay your party money not exceeding the above cumulative total amount in the term prescribed in your notice within ( ) business days.

1. 本保函项下的任何支付应为免税和净值，无论任何人以何种理由提出扣减现有或未来的税费、关税、费用或扣款，均不能从本函中扣除。

Any payment under the performance bond should be tax-free and net worth. No matter who requires a deduction from existing and future taxes, duties, fees or deductions on whatever grounds, the deduction cannot be deducted from the performance bond.

1. 本保函的规定构成本行无条件的、不可撤消的直接义务。今后在征得或未征得银行同意的条件下，无论贵方与 公司签订何种补充或变更协议、或者 公司在 号合同项下义务发生何种变化、或者贵方对于付款时间、履行情况以及其它事项做出何种让步，均不能解除或免除本行在本保证函项下的责任。

The provisions of the guarantee result in unconditional, irrevocable and direct obligations of the Bank. No matter the Bank agree or not in the future, when your party and Company signs any agreement of supplement or change, or some changes appears in the obligations of Company under Contract, or your party makes any concession in your payment time, the fulfillment of obligations under Contract, the Bank cannot relieve or exempt from the responsibility under this letter of guarantee.

1. 本保函有效期限自 年 月 日起至 年 月 日止。

The guarantees is effective from\_\_\_\_\_\_\_\_ (date) until \_\_\_\_\_\_\_\_ (date).

本保函不可撤销及见索即付。  
The guarantee is irrevocable demand guarantee.

1. 本保函不可撤销，可在项目地点支付。

The letter is irrevocable and shall be paid at sight.

谨启

Yours sincerely,

出证行公章：

代表签字： 职 务：

开证日期：

联系人： 联系电话：

Seal of the issuing bank:   
Signature: Title:   
The issuing date:   
Contact person: Tel:

附件九 **主要材料/主要构件到厂验证报告**

Appendix 9 Verification Report of Major Materials/Components

**惠生工程（中国）有限公司：**

Wison Engineering Ltd.,

与贵公司签订的 合同的如下主要材料/主要构件已经到厂：

Following the ( ) contract signed with your company, major materials/ components have arrived at the factory:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 序号  Item | 主要材料/主要构件名称  Name of Major Materials/ Components | 规格和材质Specification and Material | 分供商Sub-vendor | 计量单位  Unit | 数量  Quantity |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

申请人（出卖人代表）： 见证人（买受人代表）意见：

Applicant (on behalf of the Seller): Witness’s (on behalf of the Buyer) Comments:签名： 签名：

Signature: Signature:

日期： 日期：

Date: Date:

附（选择）Attachment (as for your choice)：

生产进度报告 🞏

Production Process Report 🞏

材料产地的文件和证书 🞏

Documents and certificates of the material origin🞏

预检会议纪要 🞏

Pre-checking Meeting minutes🞏

其它（ ） 🞏

Others 🞏

附件十 **设备制造完成申请放行报告**

Appendix 10 Release Report for Finished Equipment

**惠生工程（中国）有限公司：**

Wison Engineering Ltd.,

与贵公司签订的\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_合同以下设备已经制造完成并检验合格，请准予放行发货。

Following the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ contract signed with your company, the equipment has been manufactured and inspected. Please allow our party to release the delivery.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 序号  Item | 设备名称  Name of the device | 数量  Quantity | 单位  Unit | 是否制造完成或检验合格  Whether finish manufacturing or inspected or not | 备注  Reference |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

申请人（出卖人代表）： 见证人（买受人代表）：

Applicant (on behalf of the Seller): Witness (on behalf of the Buyer)

签名： 签名：

Signature: Signature:

日期： 日期：

Date: Date:

附（选择）Attachment（as for your choice）:：

检验、试验报告 🞏

Test report 🞏

产品检验放行单 🞏

Product inspection and release table 🞏

发货通知单 🞏

Consignment note🞏

送货清单(签字版) 🞏

Shipping list (signed) 🞏

其它（ ） 🞏

Others 🞏

附件十一 **文件传送单**

Appendix 11 Documentation Transfer List

T-WP-PMGE000404C.01-B 编号：Serial No.:

|  |  |  |  |
| --- | --- | --- | --- |
| 收 件 人  Recipient |  | 传送单号  Transmitted sheet No |  |
| 公 司  Company |  | 发送日期  Delivery date |  |
| 电 话  Tel |  | 项目名称  Project name |  |
| 传 真  Fax |  | 合 同 号  Contract No |  |
| 邮 件 E-mail |  | 位 号  Location No |  |
| 地 址 Address |  | 设 备  Equipment |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 文件名称  Name of the document | | | 接收部门  Receiving Department | | 发文目的  Purpose | | |
| 图纸/文件号  Drawing  /Document No. | 版本Version | 标题  Title | 审核后无意见  Approved without suggestion | 审核有意见  Suggestion | 原材料购买  Raw material purchasing | 生产  Production | 其它  Other |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

注1：该传送单并未授权任何价格或交付变化，如果对价格或交付有影响，立刻通知采购；

Note 1: The transmitted sheet warrants any change in price or delivery. If there is some change that affects the price or delivery, notify the procurement immediately;

注2：任何变化以变更订单为主；

Note 2: Any change should be in accordance with order changes;

注3：确认返回抄送给文档控制工程师。

Note 3: return the list to the document control engineer after verification.

发送单位： 接收单位：

Sending unit: Receiving unit:

项目负责人签名： 项目负责人签名：

Signature of the project leader: Signature of project leader

经办人签名： 接收人签名：

Signature of the agent: Signature of the recipient：

抄送人： 抄送人：

CC: CC:

发送日期： 接收日期：  
Sending Date: Receiving Date:

附件十二 技术协议（签字版）(另附)

Appendix 12: Technical Agreement (Signed) (Enclosed)

附件十三： 运输、吊装方案 (另附)

Appendix 13: Planning for Transportation and Lifting (Enclosed)

附件十四：业主的额外要求 (另附)

Appendix 14: Owner’s Additional Requirements (Enclosed)

14A- Packing & Marking (provided by the Owner)

14B- Requirement for supplier’s documentation (provided by the Owner)

14C- List of ENGINEERING, MANUFACTURING QUALITY CONTROL, OPERATION AND START-UP DOCUMENTS (provided by the Owner)

14D-ITP Requirements (provided by the Owner)

14E- Vendor Documents (purpose for Classification Decision, Customs Clearance & Shipping)

14F- Sales Order Structure and Template (provided by the Owner)

14G- Sales Order Template (provided by the Owner)

附件十五：设备通过俄罗斯EAC认证所需文件资料的交付 (另附)

Appendix 15: The Deliverables for Equipment passing Russian EAC Certificates (Enclosed)

附件十六：取消费用 (由出卖人提供)

Appendix 16: Cancellation Cost (provided by the Seller)

附件十七：违约金里程碑

Appendix 17 – Liquidated Damages Milestones

附件十八：服务验收证书

Appendix 18 – Services Acceptance Certificate