## 福特Otosan干式清洗机合同

Linear Brush Unit CONTRACT

for

**FORD OTOSAN XL TANDEM PRESS LINE**

合同号

Contract Number: 23Z036

甲方：济南二机床集团有限公司

**Party A: JIER Machine-Tool Group Co., Ltd**

乙方：

**Party B: Dietronic s.r.l.**

2023年xx月xx日

xxxx, 2023

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合 同 内 容

Contract

甲方：济南二机床集团有限公司

Party A: JIER Machine-Tool Group Co., Ltd  
乙方：

Party B: Dietronic s.r.l.

本合同经双方友好协商后订立，且经双方签字盖章后即发生法律效力，双方必须严格遵守履行。

This contract is drawn based on friendly negotiation of the two parties and will go into effect legally after signing together with stamping. This contract is strictly binding to both parties.

1. **供货范围**

**Article 1 Scope of Supply**

1. 产品的名称与规格描述 1 Set of Coil Brush Cleaner DTCB 2200, 1 Set of Blanks Brush Cleaner DTCB 2200，含包装、运输到土耳其福特Otosan工厂的全部费用(详见技术协议)，进口设备增值税、清关及相关费用除外。

Goods name, specifications: All costs including 1 Set of Coil Brush Cleaner DTCB 2200, 1 Set of Blanks Brush Cleaner DTCB 2200 also included are packing, transportation to Ford Otosan Turkey plant (see details in technical agreement). Imported equipment customs clearance, VAT and relative cost are not included.

* 1. 生产国别及制造厂商：Italy.

Country of delivery & Manufacturer: Italy.

1. **产品的技术标准与质量要求**

**Article 2 Technical standard and quality requirements**

技术标准和质量要求遵照双方签订的相应的土耳其福特Otosan工厂冲压线的技术协议及全部技术文件。

Technical standards and quality requirements conform to all technical documents and corresponding technical agreement of automation portion of Automation RoboSpeed Line Project for Ford Otosan Turkey plant, signed by both parties.

1. **产品的包装方法**

**Article 3 Packing method**

按照长途海运及陆路运输的要求进行包装。

Packing is in accordance with requirements of ocean shipping and land transportation.

1. **产品的交货方法**

**Article 4 Delivery method**

乙方应按照第七条所规定的进度要求负责将货物运至土耳其福特Otosan工厂，且承担相关费用。

Party B is responsible to transport the goods to Ford Otosan Turkey plant according to schedule set in article seven and will bear relevant charges.

根据国际贸易术语2020交货

Delivery according to Incoterms 2020 terms

DAP土耳其福特Otosan 工厂

DAP, Ford Otosan plant, Turkey

不包含关税及增值税

Duty and VAT excluded

1. **运输方式**

**Article 5 Transportation mode**

乙方自定，本合同允许分批发运。

Transportation method is decided by Party B. Partial shipment is allowed.

1. **到货地点和接货单位（或接货人）**

**Article 6 Place of Destination and recipient**

到货地点：土耳其福特Otosan工厂：Ford Otomotiv Sanayi A.Ş – Kocaeli Gölcük Fabrikası, Gölcük Denizevler Mah. Ali Uçar Cad. No:53 41650 Kocaeli

Goods arrival place: Ford Otosan plant in Turkey: Ford Otomotiv Sanayi A.Ş – Kocaeli Gölcük Fabrikası, Gölcük Denizevler Mah. Ali Uçar Cad. No:53 41650 Kocaeli

1. **产品的交货时间**

**Article 7 Delivery time**

订货合同经双方签字后生效；清洗机发货时间如下：

The contract goes into effect after being signed by two parties; 1 Set of Coil Brush Cleaner DTCB 2200, and 1 Set of Blanks Brush Cleaner DTCB 2200

delivery time：

货物最迟于2023年11月30日前到达土耳其福特用户现场。

Arrive at Ford Otosan Turkey plant no later than: Nov 30th, 2023

1. **包装及装运**

**Article 8 Package and transportation**

8.1. 本合同标的物、零部件必须由乙方妥善包装，适于海运及长途内陆运输及设备装卸的要求。必须防潮、防水、防蛀、防锈、防震、防腐，确保标的物不致因上述原因受损，使之完好安全抵达目的港。由于包装不妥善导致的标的物直接损失或损坏均由乙方负责。货物抵达现场后甲方应立即书面声明是否有可明显识别的损坏。

The 1 Set of Coil Brush Cleaner DTCB 2200 and 1 Set of Blanks Brush Cleaner DTCB 2200 must be packed properly by Party B, the packing meets the transportation and handling requirements of ocean shipping and long distance land transportation. The goods must be protected to prevent humidity, water, insects, rust, vibration and corrosion, which may cause impairment to the goods. The goods shall reach destination port sound and safe. Party B is responsible for any direct loss or impairment of the goods caused by improper packing. After arrival on site Party A must claim obvious damages which can be recognized at arrival immediately in written form.

8.2. 所有应宽松装运的物件，应采用适当的包装避免相互间磨擦。

Suitable measures should be used to prevent friction among those components which require loose packing.

8.3. 主体设备应采用抗震包装。

Main body should use anti-vibration packing.

8.4. 乙方必须用不褪色油漆以英文于每一包装上印刷包装编号、尺寸、毛重、净重、起吊位置、“此端向上”、“小心轻放”、“保持干燥”等字样及标志。

Party B must print number, dimensions, gross weight, net weight, lifting points, “This Side Up”, “Handle with Care” and “Keep Dry” and symbols related on each package in English with indelible paint.

8.5. 标的物应随附如下单证文件：

Object should be provided with the following documents:

A: 三份装箱单；

Packing List, 3 sets;

B: 三份设备操作及维修文件；

Operation and Maintenance Manual, 3 sets;

C: 三份质量证书；

Certificate of Quality, 3 sets.

8.6. 如标的物由木箱包装，包装上应由土耳其进出境检验检疫局认可的机构加盖“IPPC”的薰蒸标记，否则土耳其进出境检验检疫局可能不认可其薰蒸手续而强制销毁包装，由此引起的费用应由乙方承担。

If the object is packed by a wooden case, the case should be provided with an “IPPC” fumigation mark provided by an authorized agency under Turkey Exit & Entry Inspection & Quarantine Bureau, otherwise, the bureau may disapprove the fumigation process and carry out mandatory dismantling of the package, and Party B will bear the costs incurred.

8.7. 乙方必须在发运前15天以电子邮件（唐菁杰：tang\_jingjie@jiermt.com）通知甲方预计发货时间、合同号、发票金额及集装箱的数量及尺寸。

Party B must inform Party A by E-mail（Tang Jingjie：tang\_jingjie@jiermt.com） 15 days before delivery, of the estimated delivery time, contract No., invoice amount, and number, and dimensions of containers.

8.8. 乙方必须在标的物装运并完成出口单据制作后，立即以电子邮件方式向甲方提供货物发票、装箱单、提单。

Party B must provide for Party A by E-mail the invoice, packing list, B/L (bill of lading) after the object is shipped and export documents are made.

8.9. 合同标的物发货后2天内，乙方以电子邮件形式通知甲方合同标的物已离开港口。

Within 2 days after the object in contract departs, Party B shall inform Party A by E-mail of the departure.

1. **产品的价格与支付条款**

**Article 9 Price and payment terms**

9.1. 合同金额：538.000,00 EUR

Contract amount: 538.000,00 EUR

9.1.1. 在中国境内发生的银行费用由甲方承担。在中国境内发生的税收，按照中国税法规定，应由乙方承担的要由乙方承担。乙方负责发生在意大利境内的银行费用和税收。

Party A bears bank charges incurred in China. For taxes incurring in China, Party B bears the portion as it is required by China Taxation Law. Party B bears bank charges and taxes incurred in ITALY.

9.1.2. 本合同总价为最终价格，双方均不得调整。

This contract price is final and shall not be altered by either party.

* 1. 支付条款：分期付款。

Payment terms: on installments

每笔款项在甲方收到最终用户的相应款项之后支付。甲方收到用户的相应款项后应于30天内支付给乙方相应款项。

Party A will pay Party B on receipt of payment from the end customer. Party A is required to inform Party B and make payment within 30 days.

9.2.1 第一笔付款 1st payment (30%)

合同签订后以银行电汇方式向乙方支付合同金额30%的预付款，通过乙方提交以下文件后电汇支付。

After the contract is signed, 30% of total contract value as down payment will be paid by T/T after Party B presents following documents:

1. 30%合同款发票。

Invoice of 30% contract value.

1. 30%银行保函（合同金额30%的有效期至发货时间的银行保函）

Down payment guarantee: 30% bank guarantee letter (against 30% of contract value with validity to SOB delivery time)

9.2.2 第二笔付款2nd Payment (60%)

在甲方收到最终用户90%货款后，甲方应支付给乙方相应款项。60%的合同款通过乙方提交以下文件后电汇支付：

Due as soon as Party A receives 90% payment from the end customer. Party A make payment of 60% of total contract value; payment will be paid, before the delivery of the Dietronic machine, by T/T after Party B presents following the documents:

1. 合同60%的发票

Invoice of 60% contract value.

9.2.3 第3笔付款3rd Payment (10%)

终验收后30天内，合同金额10% 的货款凭以下单据以电汇方式支付。甲方在收到最终用户付款后支付给乙方。合同总额的10% 将在乙方提供以下文件后电汇支付。

Due within 30 days after signing the Final Acceptance Certificate (FAC) and not later than 12 months from commissioning of the Dietronic machine (if FAC is not finalized for reasons not attributable to Dietronic), 10% of total contract value will be paid by T/T after Party B presents following documents, and:

1. 合同10%的发票

Invoice of 10% contract value

1. 终验收单

FAC

1. 10%银行保函（合同金额10%的有效期至质保结束）

Warranty guarantee: 10% bank guarantee letter (against 10% of contract value with validity to end of warranty)

**检查和验收**

**Article 10 Inspection and Acceptance**

10.1. 乙方必须在交货之前对标的物质量、规格、性能进行全面的检验，并签发质量证明书，证明合同标的物符合合同及合同附件的规定，此证明书不作为标的物质量、规格、性能的最后依据，乙方必须将检验结果的书面报告附在质量证明书内。

Party B must inspect the quality, specifications and performance of object overall prior to delivery, sign and issue Quality Certificate to prove that it conforms to requirements in Contract and its Appendix. The certificate is not regarded as the final reference of the quality, specifications and performance of object. Party B must attach the written report of inspection results to the quality certificate.

10.2 . 在标在标的物抵达港口之后，甲方有权请土耳其进出境检验检疫局就标的物的质量、规格和数量进行彻底检验并签发检验证明书。如果土耳其进出境检验检疫局的检验发现合同标的物的质量、规格和数量与合同及技术协议不符，甲方有权拒收标的物，并在土耳其进出境检验检疫局签署商检证明后一个月内向乙方索赔。

After the object arrives at the designated Port, Party A has the right to ask Turkey Exit & Entry Inspection& Quarantine Bureau to inspect the quality, specifications and quantity of object completely and sign and issue Inspection Certificate. If any deviation of object quality, specifications and quantity to Contract or Technical Agreement is found, Party A has the right to refuse the object and make claims against Party B within 1 month after the bureau signs and issues the Inspection Certificate.

10.3 在用户土耳其福特Otosan工厂进行的验收工作按照合同附件以及甲乙双方和土耳其福特共同确定的验收方法实施。合同产品在最终用户处联机验收，由甲方签署终验收单。该验收是对乙方产品现实状态的确认，是甲方向乙方支付验收款的条件。但是，该验收并不免除乙方产品在后期使用中暴露出质量问题，从而应承担相应赔偿、维修，直至退货的责任的义务。

Acceptance carried out at Ford Otosan Turkey Plant is in accordance with contract appendixes and acceptance criteria determined by Party A, Party B and Ford OTOSAN. Contract products are checked and accepted at end customer site, and Party A signs the final acceptance. The acceptance is confirmation of the actual status of Party B's products and is the condition for Party A to pay the acceptance payment to Party B. However, the acceptance does not relieve Party B's products from the quality problems exposed in the later use, and thus should bear the responsibility of corresponding compensation, repair, and return of the goods.

1. **质保期**

**Article 11 Warranty**

质保期：终验收日期后2年。

End of Warranty period: two (2) years after FAC.

1. **对产品提出异议的时间和办法**

**Article 12 Time and method for issuing a complaint relating to product**

12.1. 甲方在对乙方产品进行验收中，如果发现产品的品种、型号、规格和质量不符合本合同或行业管理之规定，应一方面妥为保管，一方面在发现不符合合同量要求的（30）天内向乙方提出书面异议；甲方有权拒付不符合合同规定货物部分的货款。

If Party A finds that the type, model, specifications and quality do not conform to Contract or industrial requirements during acceptance with Party B’s products, the Party A should take care the product properly and make a complaint in writing to Party B within 30 days after finding non-conformance, and have right to refuse to pay for the deviation part.

12.2. 如甲方未在发现潜在缺陷后30天内提出书面异议的，视为所交产品符合合同规定。

If Party A does not make any complaint in writing within 30 days after discovering a latent defect, the delivered product will be considered to conform to Contract.

12.3. 甲方因使用、保管、维护保养不当等造成产品质量下降的，不得提出异议。

If product quality degrades due to Party A’s improper use, storage or maintenance, no complaint shall be made.

12.4. 乙方在接到甲方书面异议后，应在适当时间内处理（双方认可的时间）。否则，即视为乙方默认甲方提出的异议和处理意见。

After Party B receives complaint made by Party A in writing, Party B should repair it in due time mutually agreed by both Parties , otherwise, the complaint and relevant countermeasures by the Party A will be taken as approved by the Party B.

1. **违约责任**

**Article 13 Liability for breach of contract**

13.1. 如因乙方自身原因导致，乙方不能按照合同规定发货，乙方应根据条款13.3赔偿甲方最多6%合同总价的违约金，同时退还甲方已付货款。

If Party B cannot ship Contract product due to reason solely attributable to Party B, it should pay Party A penalty which is max 6% of total contract amount according article 13.3 and return total amount already paid by Party A.

* 1. 乙方所交货物的品种、型号、规格质量不符合合同规定的，如果甲方同意利用，应当按质论价；如果甲方不能利用的，应根据产品的具体情况，由乙方负责包换或包修，并承担修理、调换或退货而支付的实际费用。如果乙方不能修理或者不能调换的，按不能交货处理。

In case that the type, model, specifications or quality of the goods provided by the Party B do not conform materially to Contract, and if Party A agrees to use non-conformed goods nevertheless, price should be adjusted accordingly; if Party A does not agree to use it, Party B is responsible for replacement or repair as per actual goods conditions and will bear the actual costs caused by repair, replacement or return of goods. If Party B cannot make replacement or repair, the delivery is considered invalid.

* 1. 如仅因乙方原因，最终客户以违约为由向甲方索赔，项目在2周宽限期后仍未能按本合同及附件所规定的时间节点完成，甲方有权对乙方实施违约罚款。每拖期一周，处以合同总价款0.5%的罚款。但此类罚款最多不超过合同总价款的6%。甲方在最后一次付款时，将罚款扣除；该罚款不免除乙方继续履行本合同的义务。延误造成损害的进一步赔偿均被排除在外。

In case the end customer claims penalty based on breach of contract against Party A, Party A has the right to claim penalty against Party B based on breach of contract if the project cannot be completed on schedule as per contract and appendix, after a grace period of 2 weeks, due to reasons solely attributable to Party B, 0.5% of total contract amount will be fined for every delayed full week but this kind of penalty does not exceed 6% of total contract amount. The fined amount will be deducted from the last installment paid by Party A, and the fine does not exempt Party B from continuing to fulfill the obligations of the contract. Party A is not allowed to claim further indemnifications, damages and penalties due to delay.

* 1. 如果乙方交货拖期超过12周，或乙方产品质量不满足合同或技术协议要求且无能力整改的，甲方有权取消乙方未完成部分工作，自行选定厂商签订合同。相应产生的额外费用以及项目拖期罚金由乙方承担。

If delivery is delayed over 12 weeks or Party B’s roboSpeed line cannot meet contract or technical agreement specifications, and Party B is incapable to provide improvement, Party A has the right to cancel the work of unfinished portion and can sign a new contract with another manufacturer, the additional cost incurred correspondingly is on the Party B together with penalty to be paid against project delay.

* 1. 乙方未按合同规定的时间和要求提供应交的技术资料应承担逾期交货的责任。

Party B will bear the responsibility if submittal of technical files is delayed or is not in accordance with requirements.

* 1. 甲方违反合同规定拒绝接货的，应当承担由此造成的损失。

Party A should bear losses if it refuses the Automation RoboSpeed Line based on its breach of contract.

* 1. 责任限制

Limitation of Liability

13.7.1. 尽管有上述规定，甲方仍无权就生产损失、使用损失、订单损失或利润损失提出索赔。Notwithstanding the foregoing, Party A shall not be entitled to claim damages for loss of production, loss of use, loss of orders or loss of profit.

13.7.2. 乙方对财产损害或人身伤亡的追偿责任以每次事故50万美元为限，累计为每个日历年200万美元。

Party B’s liability for damage to property or recourse claims for injury or death of persons shall be limited to the equivalent of USD 500’000 per occurrence and in the aggregate to the equivalent of USD 2’000’000 per calendar year.

13.7.3. 此责任限制同样适用于乙方对其雇员,或第三方在履行其义务时的作为或不作为所承担的责任。

This limitation of liability equally applies to the extent Party B is liable for acts or omissions of its employees or third parties engaged in the performance of its obligations.

13.7.4. 该限制不适用于法律强制规定的乙方责任The limitation does not apply to the extent Party B’s liability is mandatory by the applicable law.

13.8. 知识产权

Intellectual Property Rights

除非甲方和福特终用户特别订购和支付了相关创作费用，乙方保留对乙方提供给甲方和福特终用户的图纸、计划、技术规格、图片、计算书、说明书、目录、模型、工具等文件或软件的所有权利。甲方承认这些权利，并且在没有事先收到乙方书面同意的情况下，不会将这些文件或软件提供给福特终用户或任何其他第三方，也不会将其用于约定用途以外的其他目的。

Party B retains all rights in the drawings, plans, technical specifications, images, calculations, brochures, catalogues, models, tools and other documents or in the software supplied to Party A and Ford Otosan , unless Party A and Ford Otosan has specifically ordered and paid for their creation. Party A acknowledges these rights and will not - without Party B’s prior written consent - make these documents or the software available to Ford Otosan or any other third party or use them for other than the agreed purpose.

13.8.1. 乙方应保护甲方使用本合同项下设备（含软件）或设备的一部分或接受相关服务时免于遭受第三方就知识产权（包括但不限于专利权、商标权、著作权及非专利技术）提起的诉讼、仲裁或任何请求。

Party B shall protect Party A from lawsuits, arbitration or any claim brought by a third party regarding intellectual property rights (including but not limited to patent rights, trademark rights, Copyrights and non-patented technologies) when using the contractual equipment (including software) or part of the equipment hereunder or accepting relevant services.

13.8.2. 如果发生因乙方出售的设备或设备的一部分或因接受相关的服务侵犯了他人知识产权而针对甲方提起的诉讼、仲裁等情况，且甲方将此等情况及时通知了乙方并向乙方提供了合理的信息与协助，并且授权乙方独立进行辩护和解决索赔问题（甲方有权随时收回该等授权），乙方将自费进行辩护，并支付全部费用和由于该案最终判决或裁决/裁定而支付的赔偿金，以及赔偿甲方因此而受到的一切损失。

In case equipment or part of the equipment, or related service from party B has violated others' intellectual property, which put up litigation, arbitration, etc. to Party A, Party A has informed such situation to Party B and provided reasonable information and support, as well authorize Party B to solely plead and solve the compensation issue(Party A has right to withdraw such authorization at any moment), Party B will plead by itself and pay all costs, including the compensation in the final judgement/adjudication of this case, and also shall compensate for all losses of Party A caused by this case.

1. **不可抗力**

**Article 14 Force majeure**

甲乙双方的任何一方由于不可抗力的原因不能履行合同时，应在7个工作日内向对方通报不能履行或不能完全履行的理由，在取得有关主管机关证明以后，允许延期履行、部分履行或者不履行合同，并根据情况可部分或全部免予承担违约责任。

If Party A or Party B cannot perform contract due to force majeure, it should inform the other party, within 7 working days, of the reasons for not performing or not fully performing the contract. After getting confirmation from relevant authorized agency, delay performance, partial performance or non-performance of contract can be granted, and relevant party can be exempted from liability of breach of contract partially or totally as per actual situation.

任何一方对不是各方过错或忽视原因、而是由于不可控原因造成的延误或者不能履约合同义务都不需要负责，包括并不限于大自然原因、自然灾害（地震、火山爆发和洪水等）、火灾、战争、暴乱、禁运、货币限制、运输短缺、能源限制、政府或法庭命令和法则（除了一方过错援引不可抗力造成的法庭命令）(以下简称“不可抗力”)变更造成运输短缺和限制等原因阻碍、妨碍一方完成义务。

Neither party shall be liable for delays or failures in performing its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the respective Party, including, but not limited to Acts of God, natural catastrophes (earthquake, volcano eruption, flood etc.) fire, war, riot, embargo, currency restrictions, shortage of transport and restrictions in the use of power, changes in law, government or court order or acts (other than a court order brought about by the fault of the party invoking Force Majeure) (hereinafter referred to as “Force Majeure”), to the extent to which the fulfillment of any obligation is prevented, frustrated or impeded by such event.

如果政府或行政机构或主管法院或类似官方机构就新冠疫情（包括其任何突变）的立法或指示/指令/决定，并且这种影响发生在各方无法控制的范围内，并且各方不能在签字之日预见到这种影响，可能阻碍双方履行其义务的，将被视为本协议项下的不可抗力。

In case the legislation or instructions/directives/decisions from governments or (administrative) authorities or competent courts or similar official bodies with regard to the Covid 19 pandemic (including any mutations thereof) and this impact occurs beyond control of the parties & the parties cannot foresee this impact on the date of the signature, may prevent the parties from fulfilling their obligations will be deemed as force majeure under this Agreement.

1. **仲裁**

**Article 15 Arbitration**

凡因本合同所发生的一切争议，双方应通过友好协商解决；如果协商不成，任何一方可向济南仲裁委员会依据中华人民共和国相关法律申请仲裁。发生的仲裁费由败诉方承担。仲裁地点为中国济南。

All disputes relating to this contract should be tackled based on friendly talks between two parties; in case that agreement cannot be reached by friendly talks, either party may apply to Jinan Arbitration Committee for arbitration according to Chinese laws. Arbitration fee is born by the party who loses arbitration or lawsuit., Arbitration place is Jinan, China.

1. **其它**

**Article 16 Miscellaneous**

16.1. 按本合同规定应该偿付的违约金、赔偿金、保管保养费和各种经济损失，应当在明确责任后10天内，按银行规定的结算办法付清。

Penalty, compensation, storage fee and other charges for losses specified by this contract should be paid off according to clearance method set by bank within 10 days after liability is clarified.

* 1. 乙方在生产及向甲方提供生产或服务的过程中，应遵守甲方及用户就致力于保护环境和安全生产的各项管理要求。在进入施工现场之前要与福特土耳其人员服务部安全保障科签署“安全协议”以保证在现场施工期间的人员，财产及防火安全。

In the process Party B provides service during production for the Party A, Party B should comply with Party A’s and user’s management regulations relating to environmental protection and safety production. Before the entry to work site, “Safety agreement” shall be signed with Ford Otosan security section of personnel service department to ensure safety of personnel, equipment, facilities and fire prevention.

* 1. 本合同经甲乙双方签字后生效，合同有效期至货物质保期满结束。合同执行期内，甲乙双方均不得随意变更或解除合同。合同如有未尽事宜，须经双方共同协商，做出补充规定，补充规定与本合同具有同等效力。

This contract goes into effect after signing of two parties and terminates at the end of quality guarantee period. During the performance of the contract, two parties shall not alter or terminate contract at will. Any pending issues relating to the contract shall be discussed by two parties and supplements are made which have equal legal effect with this contract.

* 1. 如果附件与本合同有不一致的地方，以本合同为准。

Should any clause in the Appendixes be in conflict with this Contract, this content of this Contract prevails.

* 1. 若因甲方原因而非乙方原因导致的合同终止或解除合同，甲方将按完工百分比向乙方偿还采购款。完工百分比将根据累积的制造成本、与总制造成本对应的比较成本以及正常的会计凭证和发票来确定。乙方应向甲方偿还超出规定部分的费用。

In the event of termination or cancellation of the Contract by Party A for reasons not attributable to Party B, Party A will reimburse to Party B the Purchase Price on a percent-age of completion basis. The percent-age of completion will be determined based on the accumulated manufacturing costs, costs compared with the total manufacturing costs budget and supported by normal accounting documentation and invoices. Party B will reimburse to Party A any amounts paid in excess of the documented costs.

* 1. 合同和附件中的两种语言应具有相同的效力。 如果在含义和解释上有差异，以中文为准。

Both languages in the contract and appendix shall have the same validity. In case of deviation in the meaning and interpretation the Chinese shall prevail.

* 1. 本合同正本一式两份，甲方一份，乙方一份。

This contract is drawn in two originals, one for the Party A, one for the Party B.

1. **合同附件**

**Article 17 Appendix**

附件1 技术协议 Appendix 1 TA：

Document attached (Technical Agreement)

附件2 报价单Appendix 2 Price sheet:

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|  |  |
| --- | --- |
| 甲方：(签字盖章)  Party A: (signature and seal) | 乙方：(签字盖章)  Party B: (signature and seal) |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 济南二机床集团有限公司  JIER Machine-Tool Group Co., Ltd.  地 址：济南市槐荫区机床二厂路2号  Address: 2 Jichuang Erchang Road, Jinan  联系人：唐菁杰  Contact: Tang Jingjie  电 话：0531-81616697  Telephone: 0531-81616697  传 真：0531-87964325  Fax: 0531-87964325  开户行：中国工商银行济南南辛支行  Open bank: Jinan Nanxin Branch of ICBC  帐 号：1602006609004008543  Account No.: 1602006609004008543  税 号：9137010026435729X5  Tax No. 9137010026435729X5 | DieTronic s.r.l.  Address:  Registered office:  Via Giovanni XXIII, 23  97014 Ispica (RG)  Headquarter:  Via Madre Teresa di Calcutta, 9/13  26866 SANT’ANGELO LODIGIANO (LO)  Contact person: Giovanni Amato  Tel: (+39) 3482854898  Commercial register Number:  IT04298080963  Bank name: BANCO BPM SPA/ SANT’ANGELO LODIGIANO  SWIFT code: BAPPIT21M06  Bank address: Piazza dei Caduti, 1 angolo Via Mazzini, 26866 Sant’Angelo Lodigiano, ITALY  Bank account No.: 000000001797 |