**Purchase Contract**

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| **Buyer：** (Party A) | **Contract NO：**ES-20180801-01 |  |
| **Seller：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**(Party B ) | **Date**：2018-05-07 | |
| **After full negotiation between Party A and Party B, Party A needs to purchase goods from Party B. Party B provides the following goods to Party A according to the following terms reached by both parties甲乙双方经充分协商，甲方需要向乙方采购货物，乙方按双方达成的下列条款向甲方提供如下货物：**  **1. Product(s), Specifications, Quantity and Price商品、规格、数量和价格：** | | |
| 1. **1 product(s), quantity and price商品、数量和价格：** | | |

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| **Product Name & CAS** | | **Unit** | | **Qty** | **Unit Price(Tax Included)** | | **Tax Rate** | **[Price with Tax Included](http://www.youdao.com/w/price%2520with%2520tax%2520included/#keyfrom=E2Ctranslation)** |
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| **Total(RMB)（In capital letter）：** | | | | | | | **Total：** | |

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| **1.2 Product specifications and quality indicators商品规格和质量指标：** |
| **2. [Packing Requirement](http://www.youdao.com/w/packing%2520requirement/#keyfrom=E2Ctranslation)货物的包装要求：** |
| **3. Delivery Terms, Delivery Time & Delivery Place交货方式和交货时间、地点：** |
| **4. Settlement of the Payment货款结算：** |
| **5. the Acceptance Method验收方法：**  Party A has the right to test the goods, inspection agencies are followed by甲方有权对货物进行检验，检验机构为：  A. the State Administration for Entry-Exit Inspection and Quarantine of the People's Republic of China中华人民共和国国家出入境检验检疫局  B. [China Import & Export Commodities Inspection Corporation](http://dict.cn/China%2520Import%2520&%2520Export%2520Commodities%2520Inspection%2520Corporation)中国进出口商品检验公司。  C. Domestic and Foreign SGS Institutions国内或国外的 SGS 机构。  D. Domestic and Foreign BV Institutions 国内或国外的 B.V 机构。  E. Domestic and Foreign OMIC Institutions 国内或国外的 OMIC 机构。  F. Domestic and Foreign JIC Institutions国内或国外的 JIC 机构。  G. Domestic and Foreign  ITS Institutions国内或国外的 ITS 机构。  Party B's delivery quantity, quality and packaging status shall be subject to the test report of the above inspection agency.  乙方交货的数量、质量和包装状况以上述检验机构的检验报告为准。 |
| **6. Document Party B Needs to Delivery乙方交付的单据：**  6.1 Before payment, Party B must provide Party A the following documents: factory inspection, VAT invoice, delivery voucher and other relevant documents.  支付货款前，乙方必须提供给甲方如下单据：厂检证、增值税发票、交货凭证等有关凭证。  6.2 Party B promised to send the VAT invoice to Party A within 15 days after the invoice date, otherwise Party B will be responsible for reopening the invoice or assuming the relevant losses.  乙方保证于开票日后15天内将增值税发票送交甲方，否则乙方负责重开发票或承担相关损失。  6.3 Taking into account the short period of time during which the invoice is certified, Party B requires Party A to handle the certification immediately as soon as Party A received the invoice.  同时考虑到发票认证期间过短，乙方要求甲方在收到发票后立即办理认证手续。  6.4 At the same time, Party B promises that Party A's certification of invoice shall not be deemed as recognition of the actual delivery, the quality of the goods and other performance of Party B. Party A still has the right to claim or claim against Party B for the delivery of the goods, the quality of the goods or other performance defects related rights.  同时乙方承诺：甲方认证发票的行为不被视作对实际交货、货物质量以及乙方其他履约行为的认可，甲方仍然有权针对货物交付、货物质量或其他履约瑕疵对乙方进行索赔或主张相关权利。 |
| **7. Other Matters Agreed by Both Parties双方约定的其他事项：** |
| If products are dangerous goods, Party B shall provide the dangerous goods packaging certificate and Chinese version of MSDS.Moreover,Party B needs to ensure product packaging be clean and intact. The packaging provided by Party B must be suitable for long distance transportation.  产品为危险品的，乙方需提供危险品包装证明及中文版本MSDS，且需保证产品外包装清洁完好。乙方提供的包装必须为适合进行长途运输的。  **8. Time and Method of Objection to the Goods对货物提出异议的时间和办法：**  8.1 For the goods carried in the port of shipment for quality inspection, if the quality inspection results do not conform to the contract, Party A shall notify Party B in writing within days from the date of receiving the inspection report of the inspection agency stipulated in Article 5.  对于在装运港进行质检的货物，如果质检结果不符合合同约定，甲方应当在收到第五条规定的检验机构的检验报告之日起天内书面通知乙方。  8.2 For the goods with no quality inspection before delivery，Party A shall notify Party B in writing within days after it knows or should have known that there is any defect of the goods.  对于出货前不进行质检的货物，甲方应该在知道或应当知道货物质量存在瑕疵之日起天内书面通知乙方。 |
| **9. Party A's Responsibilities甲方的责任：**  9.1 If Party A pays the advance payment, Party B should refund all the payment to the Party A besides assuming the responsibilities as set forth in Paragraph 2 of this Article as long as Party B has the situation of delaying the delivery or no delivery or other breach of contract.  如甲方逾期付款，则应该按照中国人民银行同期贷款利率向乙方偿付逾期付款利息。  9.2 If Party A fails to perform its obligation of receiving goods within the time limit, Party A shall compensate Party B for the relevant economic losses.  如甲方逾期履行收货义务，则应赔偿乙方相关经济损失。 |
| **10. Party B's Responsibilities乙方的责任：**  10.1 If the goods delivered by Party B do not meet the requirements of quantity, quality and packaging stipulated in this contract, Party A shall have the right to reject the goods or a price reduction. Besides, Party A is entitled to request Party B to compensate Party A for the relevant economic losses.  如乙方交付的货物不符合本合同对数量、质量、包装的规定，则甲方有权拒收货物或要求降价，并要求乙方赔偿甲方相关经济损失。  10.2 If Party B delay the delivery, Party B should pay the penalbond calculated by the payment of the overdue delivery whose interest rates is in accordance with the loan interest rate stipulated by the People's Bank of China for the corresponding period to the Party A. If Party B delay the delivery more than 15 days, then Party A have the rights to reject the goods and require Party B to compensate Party A for the relevant economic losses.  如乙方逾期交货，则应按逾期交货部分货款计算，向甲方偿付逾期交货的违约金，利率按中国人民银行同期贷款利率计算；如乙方逾期交货时间超过15天，则甲方有权拒收货物，并要求乙方赔偿甲方相关经济损失。  10.3 Party B shall compensate Party A for relevant economic losses and reasonable legal fees if Party A is asked for a claim because Party B fails to export or can not export on schedule or export defective goods.  如因乙方原因导致货物无法出口或无法按期出运或瑕疵货物出口而遭外方索赔的，则乙方应赔偿甲方相关经济损失及合理的法律费用。  10.4 Party B guarantees that it has the complete ownership and intellectual property rights in the delivered goods and their packaging. Party B shall compensate Party A if Party A suffers economic losses due to the aforesaid reasons during the process of export or domestic sales.  乙方保证其对交付货物及其包装物拥有完整的所有权和知识产权。如甲方在出口或内销过程中因前述原因而招致损失，乙方应赔偿甲方相关经济损失。  10.5 If Party A pays the advance payment, Party B should refund all the payment to the Party A besides assuming the responsibilities as set forth in Paragraph 2 of this Article as long as Party B has the situation of delaying the delivery or no delivery or other breach of contract.  如甲方以预付款方式支付货款，乙方发生了逾期交货、不交货或其他违反合同约定的情况，乙方除应承担本条第2款规定的责任外，还应当自违约之日起3天内将预付款全额退还给甲方。 |
| **11. Force Majeure不可抗力：**  When[either party](http://www.youdao.com/w/either%2520party/#keyfrom=E2Ctranslation) fails to perform the contract due to force majeure, they shall promptly notify each other of the reasons why they can not or can not fully[fulfill obligations](http://www.youdao.com/w/fulfill%2520obligations/#keyfrom=E2Ctranslation). After obtaining the certificate from the relev antauthorities, they shall be allowed to postpone the performance or not fulfill the performance or partially fulfill the performance. In addition, they may be partially or completely exempt from liability for breach of contract.  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，应及时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于承担违约责任。 |
| **12. Arbitration 仲裁:**  12.1 All disputes in connection with this contract or the execution therefore shall be settled through friendly negotiations.  凡有关本合同或执行本合同而发生的一切争执，应通过友好协商解决。  12.2 In case no settlement can be reached through friendly negotiations, the case then will be submitted to China International Economic and Trade Arbitration Commission ( CIETAC ) , Shanghai Commission, for arbitration in accordance with its rules and procedure in effect at the time of applying for arbitration . The arbitral award is final and binding upon both parties. Arbitration fee shall be borne by the losing party.  如不能协尚解决，则应申请中国国际经济贸易仲裁委员会依申访时该会当时实施的仲裁制则和程序在上海进行仲裁。仲裁裁决是终局的，对双方均有约束力。 仲裁费用由败诉方承担。  **13. Remarks 附注:**  13.1 This Contract was written in both English and Chinese, which have equal validity. In case there is any discrepancy between the passages in two languages, the English version shall govern. Attachments are an integral part of the Contract. This Contract is made out in two originals, one original to be held by each party in witness thereof. Fax for this contract is same valid as original.  本合同以英文和中文书写，二种文字具有|司等效力。 二种文本如有差异时， 以英文文本为准， 附件为本合同不可分割之部分。 本合同一式两份， 每一方各执一份为证。 传真件具有同等效力。  13.2 The contract enters into effect after the last party's seal and signature. Appendixes are an integral part hereof.  本合同白放后一方签字盖章后生效。合同附件是合同组成部分。  13.3 Modification and supplementation hereof shall become effective after being signed and sealed between both parties (seller and buyer) in writing.  合|司签订后， 双方以书面形式进行的修改和增加在双方签字盖章后有效。  13.4 Neither patry may, unless agreed upon in writing between both parties (seller and buyer), transfer right and liabilities to the third party.  除非双方书面同意， 任何一方不得将合同的权利、义务转让给第三方。 |

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| Party A： | Party B： |
| Address： | Address： |
| Siginature/Stamp： | Siginature/Stamp： |