

## SALES CONTRACT

### 销售合同

Contract Number: HJ19040010

合同号: HJ19040010

Conclusion Date of Contract: 2019-05-17

签约时间: 2019-05-17

Conclusion Place of Contract: Xiamen, China

签约地点: 中国厦门

The Buyer:

买方:

Country of Registration: Mexico

公司注册国: 墨西哥

Legal Representative:

法定代表人:

Authorized Representative:

授权代表人:

Address:

地址:

Tel:

电话:

Fax:

传真:

E-mail:

电子邮件:

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**The Seller:** Xiamen King Long United Automotive Industry Co., Ltd

卖方: 厦门金龙联合汽车工业有限公司

**Country of Registration:** P. R. China

公司注册国: 中华人民共和国

**Legal Representative:** Xie Siyu

法定代表人: 谢思瑜

**Authorized Representative:** Xie Weiguo

授权代表人: 谢卫国

**Address:** No.9 King Long Road, Jimei District, Xiamen 361023 Fujian P. R. China

地址: 中国福建省厦门市集美区金龙路 9 号, 邮编: 361023

**Tel:** 0086-592-6371164

电话: 0086-592-6371164

**Fax:** 0086-592-6370989

传真: 0086-592-6370989

**E-mail:** zhengq@mail.king-long.com.cn

电子邮件: zhengq@mail.king-long.com.cn

The Buyer and the Seller, through friendly negotiation, have decided to sign this Contract on a basis of

CIR and agreed on the terms and conditions as follows:

买卖双方经友好协商, 同意以 CIF 术语签订本合同, 并就如下条款达成一致意见:

**Commodity, Specification, Quantity, Unit Price and Total Price** 商品、规格、数量、单价和总价

Commodity and Model 品名和型号	Specification & description (More details see Annex A) 规格及描述 (具体见附件 A)	Quantity (Unit) 数量(台)	Unit Price (US\$) 单价 (美元) (CIF Manzanillo, Mexico)	Total Price (US\$) 总价 (美元) (CIF Manzanillo, Mexico)
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XMQ6127EGW	Motor Cummins L8.9GE5 280 , Automatic Transmission Allison T325R, Seats 37+1	157		
XMQ6180G	Motor Cummins L8.9GE5 320 , Automatic Transmission Allison T375R, Seats 41+1	13		
Total Contract Amount 总金额				

Say Total Contract Amount:

合同总金额 (人民币)

In the event the Buyer applies for any modification on the model, specification, or configuration or other natures of the commodity after the conclusion of this Contract, such an application shall be reviewed and approved by the Seller. Any cost arising from such modification (including but not limited to the seller's costs) shall be borne by the Buyer.

本合同生效后, 如买方申请对产品型号、规格、配置等作出变更, 应由卖方审核同意; 因此变更所导致的

任何费用 (包括但不限于卖方的费用) 应由买方承担。

## 2. Country of Origin and Country of Manufacture: China

原产国及生产国: 中国

## 3. Shipping Mark: N/A

运输标志: 不适用

## 4. Shipment Time and Port 装运时间及港口

4.1 Time of delivery in Manzanillo port: Within 90 days after the seller receives the deposit.

装运时间(到达墨西哥曼萨尼略港口): 在卖方收到定金后的 90 天内。

4.2 Port of Shipment: Xiamen Port in China

装运港: 厦门港

4.3 Port of Destination: Manzanillo Port , Mexico

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目的港: 墨西哥曼萨尼略

**5. Payment Terms 支付条款**

5.1 Within 7 days from the conclusion date of this Contract, the Buyer shall pay a deposit to the Seller by T/T (Telegraph Transfer). The deposit shall be equal to 30% of the Total Contract Amount. The Buyer shall pay the balance by an international first class bank, by SWIFT in the amount of 70% of the Total Contract Amount in 15 days before the shipment. After the obligations of the Buyer under this Contract are duly performed, the deposit will be converted into the payment by the Buyer with an equal amount. The seller shall have the right to delay shipment until full payment is received.

自签订合同之日起 7 日内, 买方须按电汇方式向卖方支付相当于货款总额 30% 的定金。买方应在货物装船前 15 天内通过国际一流银行以 SWIFT 的方式支付尾款, 尾款为合同货款的 70%。买方依约履行义务后, 定金抵作价款。卖方有权在未收到全部货款时延迟发货。

**5.2 Bank Information of the Seller as follows:**

卖方银行信息如下:

Name of Bank: Bank of China, Xiamen Branch

Address: BOC BLDG, NORTH HUBIN ROAD NO.40, XIAMEN, CHINA

Swift: BKCHCNBJ73A

Beneficiary: XIAMEN KING LONG UNITED AUTOMOTIVE INDUSTRY CO., LTD

Accounting No: 427358385523

**6. Documents Required 单据**

The following documents shall be prepared by the Seller and submitted to the Buyer:

卖方应准备并向买方提交如下单据:

1) Bill of Lading: 3 copies

提单: 3 份

2) Commercial Invoice: 3 copies

商业发票: 3 份

3) Packing List: 3 copies

装箱单: 3 份

4) Others documents required as below:

其它, 具体如下:

Certificate of Origin: 3 copies

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原产地证: \_\_3\_\_份

## 7. Package and Shipment Notice 包装及装运通知

### 7.1 Package 包装

Nude packing.

裸装。

### 7.2 Transshipment and Partial shipment 转船及分批装运

Transshipment and Partial shipment shall be allowed. Each installment shall be considered separate and independent. The failure not to timely deliver any installment by the Seller shall not be the cause for the Buyer to reject other installments.

允许转船及分批装运。各批次装运互不相关。如果卖方对其中任何一批货物交付迟延, 买方不得以此为由拒收其它批次货物。

### 7.3 Notice of Shipment 装运通知

The Seller shall, within two (2) working days upon the completion of the loading of the goods, provide the Buyer with a notice of shipment by fax or email. The notice shall include the Contract number, name of commodity, quantity, invoiced value, bills of lading number, sailing date and the estimated date of arrival at the port of destination.

卖方应于货物装运完毕后的 2 个工作日内以传真或邮件的方式通知买方。该通知应包括合同号、商品名称、数量、发票金额、提单号、启航日以及预计抵达目的港的日期。

## 8. Insurance 保险

Insurance shall be procured by the Seller.

由卖方负责投保。

## 9. Guarantee of Quality 质量保证

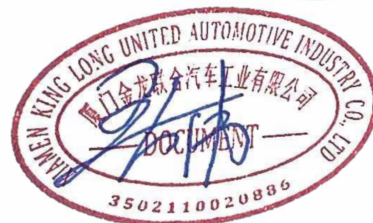
9.1 The Seller shall guarantee that the commodity is consistent with the quality, specifications and performance required in this Contract. The quality standard of commodity is subject to the relevant standard at the time taken by the Seller's country.

卖方保证产品完全符合本合同所约定的质量、规格及性能。产品质量标准符合卖方所在国家当时所采用的相关标准。

9.2 The warranty period of the commodity and detailed warranty conditions shall be subject to the terms and conditions in the King Long Overseas Warranty Policy, unless agreed by both parties otherwise.

除非双方另有约定, 产品质保期及质保条件均以金龙海外保修政策之规定为准。

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9.3 In the event there is any mandatory regulation in force on the commodity in the Buyer's country with respect to quality, technology or other nature of the commodity, the Buyer shall, before signing this Contract, provide such regulations in writing to the Seller and get a final confirmation. Otherwise, it shall be deemed that there are no such mandatory regulations. Any loss or liability caused shall be borne by the Buyer.

如果买方所在国对本合同产品在质量、技术等方面有现行有效的强制性规定，买方应在本合同签订前向卖方提供该规定的书面资料，并获得卖方对该规定的书面确认。否则，视为没有此类强制性规定。由此产生的一切责任及损失均由买方自行承担。

#### 10. Intellectual Property Rights 知识产权

No intellectual property rights are being transferred, licensed, or otherwise given to the Buyer in this Contract. These rights are the exclusive property of the Seller, and the Buyer has no right in the intellectual property rights connected with the commodity. The Buyer covenants not to infringe on the Seller's intellectual property rights.

签订这一合同并不意味着卖方的知识产权转让、授权或赠送给买方。这些权利都是卖方的排他性权利，买方不享有与该商品有关的知识产权。买方保证不侵犯卖方的知识产权。

#### 11. Force Majeure 不可抗力

11.1 Neither party shall be held responsible for failure or delay to perform any or all parts of this Contract due to flood, earthquake, war, hurricane, or any other events that are beyond the control of the affected party and could not reasonably be expected at the time of concluding this Contract or be avoided or overcome by such party. However, the affected party shall immediately give a written notice to the other party of the occurrence of the Force Majeure event, and provide a certificate or document issued by the relative authority certifying the occurrence of such a Force Majeure event. Under such circumstance, the deadline of the parties' obligation performance in this Contract shall be automatically extended for a period that is equal to the delayed time due to the Force Majeure event.

当事人因洪水、地震、战争、飓风或其他该方当事人无法控制，并在签订本合同时不能合理预见、不可避免或无法克服的事件造成其无法履行或迟延履行全部或部分合同义务，则该当事人应免责。但是，因不可抗力而影响其履约的当事人应在事件发生后立即通知另一方，并向另一方提供由有关机构出具的关于发生不可抗力事件的证明或文件。在此情况下，当事人履行义务的时间将自动延长，该期限相当于直接或间接因不可抗力所导致的未履行义务的时间。

11.2 If the event of Force Majeure continues for more than forty-five (45) days, both parties shall P6(21)



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negotiate for an agreement on the performance or termination of this Contract. If such an agreement can not be reached within three (3) months after the Force Majeure occurrence, each party shall have the right to terminate this Contract. Under such circumstance, each party shall bear its own costs, and shall not claim for any compensation due to such a termination.

如果不可抗力事件持续超过 45 天, 合同双方可协商合同的履行或终止。如果不可抗力事件发生后 3 个月内双方不能达成协议, 则任何一方有权终止合同。如果合同因此终止, 则各方应自行承担各自的费用, 且不能对解除合同有关的损失要求赔偿。

11.3 Notwithstanding the above, under no circumstance shall the Buyer release its payment obligation due under this Contract.

尽管有前述规定, 在任何情形下都不能免除买方在本合同项下的到期付款义务。

## 12. Claims 索赔

12.1 Should the quality, quantity, specification or other natures of the commodity be found inconsistent with the requirements in this Contract, except those claims for which the insurance company or the owners of the vessel are liable, the Seller agrees to examine any claim, which shall be supported by a report issued by a reputable surveyor approved by the Seller. The claims concerning quality shall be made in writing within one month after the arrival of the commodity at the destination port. The claims concerning quantity, the specification or other natures of the commodity shall be made in writing within fifteen days after the arrival of the goods at the destination port.

如果交付商品的质量、数量、规格或其它产品信息与本合同第一条或附件 A 的约定不一致, 则除了保险公司或船东应负责的索赔外, 卖方将对此类索赔请求进行审核, 该请求应得到卖方认可的著名检查机构出具的报告支持。涉及质量的索赔请求应在货到目的港后一个月内以书面形式提出, 涉及数量、规格或其它产品信息的索赔请求应在货到目的港后 15 日内以书面形式提出。

12.2 In the event the claims fail to be made by the Buyer within the said period, it shall be deemed the quality, quantity, specifications, outer appearance, colors or other natures of the commodity is consistent with this Contract, and the commodity is accepted by the Buyer.

如果买方未能在上述期限内提出异议, 视为产品的质量、数量、规格、外观及颜色等均符合合同要求, 买方已经接受了产品。

12.3 According to the clause 9.2 stipulated in this sales contract or the After-sales Service Agreement signed by both parties, any quality problem of the Commodities under this sales contract should be raised through KING LONG's after-sales service system, and the Seller should settle the problem

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According to King Long Overseas Warranty Policy. Meanwhile the Buyer couldn't refuse to make the payment when due in the cause of the quality problems.

根据本销售合同第 9.2 条款规定或者双方签订的任何售后服务协议, 本销售合同项下的货物出现任何产品质量问题应当通过金龙售后服务系统提出并且应当由卖方根据金龙海外售后保修政策解决。同时, 买方不得因任何产品质量问题拒绝支付任何到期应付款项。

12.4 In no event shall the Seller be liable for profit loss, injury to goodwill or any other special, indirect, incidental, consequential, exemplary or punitive damages. The Seller's liability for any and all losses and damages of whatever nature resulting from any cause shall not exceed the contract price of the subject commodity in respect of which the claims are made. The Seller may take other measures to satisfy the Buyer, such as the repair or replacement of the same commodity.

在任何情况下, 卖方对利润损失、商誉伤害或任何其他特别的、间接的、附随的、继发的、警戒性的或惩罚性的损失都不承担责任。卖方承担任何性质责任的总额不得超过索赔请求所针对货物的合同价格。卖方有权采取其他措施以满足买方, 例如修复、更换相同商品。

### 13. Indemnity 赔偿

#### 13.1 Delay in payment 迟延付款

If the Buyer fails to pay any amount when due, the Buyer shall be liable to pay the Seller such unpaid amount plus overdue interest. The interest rate shall be calculated as per 1% each day from the due to the actual payment date.

如果买方未能及时支付到期货款, 除应履行付款义务外, 还应向卖方支付逾期利息, 每逾期一日, 利息按逾期未付货款的 1% 计算, 直至所有应付货款支付完毕。

#### 13.2 Failure to Timely Open the Letter of Credit 未及时开具信用证

In the event the Buyer due to reasons within its responsibility fails to open the Letter of Credit on time as stipulated this Contract, unless the parties agreed on a grace period, the Buyer shall pay an overdue interest to the Seller. The interest shall be charged at the rate of 1% of the amount of the Letter of Credit for every three (3) days of delay. Any fractional days less than three (3) days shall be deemed to be three (3) days for the calculation of penalty. (odd days less than 3 days shall be counted as 3days).

如果买方因为其自身原因未及时开具信用证, 除双方协议有宽限期的外, 买方应向卖方支付逾期利息。每迟开信用证达到 3 天, 利息按信用证金额的 1% 计算, 少于 3 天的视为 3 天计算。

#### 13.3 Disposal of deposit 定金

In the event the Buyer breach the Contract within the term of this Contract, the Seller shall be entitled to P8(21)





confiscate the deposit, and require the Buyer to pay for any loss and damage caused.

在合同有效期内, 如买方违反合同约定, 则卖方有权没收定金, 并要求赔偿因此导致的损失, 除非法律另有规定。

#### 13.4 Delay in delivery 迟延发货

The Seller shall be liable for payment of interest at a rate of 1‰ of the delayed commodity value for each day delayed in the event the Seller fails to arrange the delivery due to the Seller's own reason within the agreed period in this Contract. Notwithstanding the foregoing, if the delivery failure is caused due to the Buyer's reason, including but not limited to the delay to pay the payment due, or any other reason not within the Seller's responsibility, it shall not be deemed as a breach of the Seller. 如果卖方未能在合同规定期限内按时发货, 每延迟一天, 卖方应按迟延货值的 1‰ 支付利息。尽管有上述规定, 如果该发货延迟是由于买方原因 (包括但不限于未及时付款) 或者其他不在卖方责任范围内的原因造成的, 则不视为卖方违约。

#### 13.5 Return or rejection of commodity without due excuse 买方无正当理由退货或拒收货物

In case of return or rejection of commodity without due excuse, the Seller will dispose the commodity at its own discretion. The Buyer shall bear any cost occurred therefore, and be liable for all losses and damages caused to the Seller. For the avoidance of doubt, if the Buyer fails to perform the payment or book shipping space obligation and therefore the commodity shipment is delayed for more than 30 days, such failure of the Buyer may be deemed as a rejection of commodity.

如买方无正当理由退货或拒收货物, 则货物由卖方负责处理, 由此产生的费用由买方负担, 同时买方应向卖方赔偿因此而产生的损失。为避免疑义, 如买方未履行付款或者租船订舱义务并因此导致发货延迟 30 天以上的, 该行为可视为拒收货物行为。

#### 14. Termination 合同终止

14.1 Except as provided otherwise, this Contract may be terminated in either of the following cases:

除非另有规定, 本合同在下述任一情况下终止:

(1) Through mutual written agreement by both parties;

通过双方书面协议的;

(2) If one party for reasons solely within its responsibility breaches this Contract and fails to eliminate or remedy such breach within thirty (30) days upon the receipt of written notice thereof from the non-breaching party. In such case the non-breaching party shall be entitled to terminate this Contract by written notice, and the termination shall be effective upon the receipt of such notice.

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如果合同一方当事人因其单方责任在合同规定的时间期限内未履行义务,并且在收到未违约方的书面通知后 30 天内未能消除违约影响或采取补救措施,在此种情形下,非违约方有权以书面形式通知对方当事人终止合同,并自对方收到通知之时起该终止开始生效。

14.2 Termination does not affect any right of the terminating party including but not limited to its right to claim compensation for damages.

合同终止不影响提出终止合同方的任何权利,包括但不限于其要求对因合同终止而遭受的损害赔偿的权利。

#### 15. INCOTERMS 国际贸易术语解释通则

The term CIF in the Contract is based on INCOTERMS 2000 of the International Chamber of Commerce.  
本合同使用的 CIF 术语以国际商会《2000 年国际贸易术语解释通则》为依据。

#### 16. Applicable Law 适用法律

This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China.

本合同受中华人民共和国法律的管辖。

#### 17. Arbitration 仲裁

All disputes arising from or in connection with this Contract including any question regarding the existence, validity or termination of this Contract, shall be submitted for arbitration to the Xiamen Arbitration Commission under its applicable rules then in force. The arbitration fees, lawyer fees and all the expense incurred through arbitration should be borne by the failure party. The arbitral award shall be final and binding upon both parties.

因本合同而产生的或与本合同有关的所有争议,包括有关本合同的成立、生效或终止的问题,均应提交厦门仲裁委员会按其有效规则进行仲裁。仲裁费、律师费以及仲裁期间的所有费用均由败诉方负担。仲裁裁决是终局性的,对双方当事人都具有约束力。

#### 18. Notice 通知

Any notice to be given hereunder shall be in writing and shall be hand-delivered, transmitted by facsimile or email or sent by express airmail, and shall be deemed given when so hand-delivered, or if transmitted by facsimile, one day after the date of such facsimile to transmitted, or if sent by mail or email when received, to the parties at the addresses specified at the head of this Contract.

任何通知应以书面形式,并应由专人送交、传真、Email 发送或航空快件寄送。当在合同抬头指定的地点由当事人一方派专人送交时,或当事人一方以传真的方式发送,则在发送日后一天,或当事人一方以信函或 email 寄送,则在另一方收到时,通知应被视为收到。

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## 19. Confidentiality 保密

During the term of this Contract, the Buyer shall keep strictly confidential any and all Confidential Information of the Seller disclosed or known during the business negotiation, including but not limited to this Contract, and shall not disclose these Confidential Information to any third party in any way. The confidentiality obligations of the Buyer shall survive the expiration or termination of this Contract.

本合同履行期间, 买方应对交易过程中了解到的卖方保密信息(包括但不限于本合同内容)进行保密, 不得以任何方式向第三方披露。买方的该保密义务在本合同终止或期限届满后仍应有效。

## 20. Miscellaneous 其它

### 20.1 Title retention 所有权保留

The Seller remains the ownership of the commodities hereunder until the Buyer has made full and complete payment, including any and all prices, insurance premiums and interests. The Buyer shall not transfer the ownership of the commodities to any third party or establish any security interests (including but not limited to mortgage, liens) on the commodities, before the Seller receives full and final payment of the Total Contract Amount plus interests herein from the Buyer. Once the Buyer fails to pay any installment hereof when due, the Seller shall be entitled to request the Buyer to return the commodities. The retention of title also extends to products that have been processed, combined, or resold (extended retention of title) and that contain the products subject to retention of title."

卖方保留货物的所有权直至买方付清所有款项, 款项包括但不限于所有价格、保险费用和利息。在卖方收到来自买方支付的合同项下的所有最终合同全部款项前, 买方不得将货物的所有权转让给任何第三方或在货物上建立任何担保物权(包括但不限于抵押权、留置权)。如果买方未能及时足额支付任何分期款项, 卖方有权要求买方返还货物。货物的所有权涵盖货物的生产、结合或者转卖(扩大的所有权)等所有权。

### 20.2 Any annex shall form an integral part of this Contract.

附件构成本合同不可缺少一部分。

### 20.3 Any modification of this Contract shall be duly signed by authorized representative of both parties.

对本合同的修改应由双方授权的代表正式签字后方能生效。

### 20.4 This Contract shall form an integral part of the Distributorship Agreement signed by both parties on the 25 day of April, 2019. In case of any discrepancy in terms between both documents, this Contract shall prevail.

本合同构成合同双方于 2019 年 4 月 25 日签订的《经销协议》的一部分。如两份文件在内容上有分歧, 以本合同为准。

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20.5 This Agreement is made out in two originals, one original for each party, each original written in Chinese and English, both texts being equally valid. In case of any divergence of interpretation, the Chinese text shall prevail.

本协议终止并取代之前所有关于有关事项的所有证解备忘录或协议。本协议正本一式两份，协议双方各执一份，每份用本国语中、英文两种文字书写。两种文本具有同等的法律效力。若对其解释存在异议，以中文文本为准。

20.6 This Contract shall be effective after its being duly signed by both parties, and remain in force until any and all obligations under this Contract are actually performed. This contract will be signed in two originals, one for each party. Both parties exchanged by e-mail containing the faxed or scanning copy of this contract should have the same legal effect with the original.

本合同经双方正式签署后生效，有效期限至本合同项下所有义务履行完毕时届满。本合同一式两份，双方各执一份。本合同的双方互相往来的电子邮件含传真件、扫描件与原件具有同等法律效力。

The Buyer:

The Seller: Xiamen King Long United Automotive Industry Co., Ltd

买方:

卖方: 厦门金龙联合汽车工业有限公司

Signed by:

Signed by:

Date:

2014-05-17

Date:

日期:

日期:

