

**Beijing Sanhui Co., Ltd..**  
**北京三汇能环科技发展有限公司**

联系人：周飞燕  
Tel: 180 0131 7823  
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September 14, 2020

**Purchase Contract FEVP\_G\_2607.2020.01.200-14/09/20****Dear Sirs,**

敬启者：

The party A, FEV China Co., Ltd. hereby places the purchase contract for the following construction service (herein called 'Project') from the party B, Beijing Sanhui Co., Ltd. 甲方河北艾福亿维新能源科技有限公司现向乙方北京三汇能环科技发展有限公司进行如下施工服务（简称“项目”）。

**Scope of Service/服务范围**

Project Name/项目名称	Code No.	Description/描述	Unit	Qty.	Unit Price (CNY)	Total Price (CNY)
Battery Test Bench evaporator change & Support Installation 电池台架风冷机蒸发器更换, 支架安装工程	W.01.90538	See the details in the attached appendix 详见附件	Pos./项	1	22,312.00	22,312.00
<b>Final Total Contract Value / 合同合同总价(CNY)</b>						<b>22,312.00</b>

**Price/价格**

The Project is agreed on a turnkey basis, i.e. the overall project price, including all workmanship, transportation, disposal, materials, services, insurances, 6% VAT, and other fees. The final total amount is:

此工程是交钥匙工程，即总项目价格包括所有工艺，运输，处理，材料，服务，保险，6%增值税专票，与其它费用。

总价格最终为：RMB 22,312.00 大写人民币贰万贰仟叁佰壹拾贰元整

If it is imperative to add some materials and/or equipments for accomplishing the Project, then all supplement costs shall be borne by the party B. The breakdown group prices and the total Contract price are firm and fixed and no event to change.

若为完善工程，急需增添一些设备，那么所有额外费用应由乙方承担。分解组价格及合同总价是固定的，任何情况下都不能改变。

**The Party B's Obligations and responsibilities/乙方责任与义务**

The party B shall perform the Project complying with the related management rules of state and the party A. In case any quality problem and/or safety accident happens due to the party A's failure of complying with the above mentioned rules, the party B shall bear all the responsibilities solely.

乙方在甲方现场进行施工时，应按照国家相关管理规定及甲方相关管理规定进行施工。如因乙方未遵守上述规定而引发质量问题/或安全事故，由乙方承担全部责任。

The party B shall keep the place of construction tidy and clean during the process of constructing, and clean the place of construction after finishing daily work.

乙方在施工过程中须保持现场整洁，施工材料摆放有序，并在每日施工结束后清理施工现场。

The sub-contract of this Project is prohibited.

此工程不得转包。

### Delivery/交付

Project Location: Sanhe province Yanjiao, FEV China Co., Ltd

项目地址: 河北省廊坊市三河市燕郊高新区化大街168号

Completing Date: 1 weeks after contract become effective.

完工时间: 合同签订之后一周内

Business contact person/商务联系人: Su Haichao/苏海潮

Tel/电话: 13752074693 Mail/邮箱: su.haichao@fev.com

Technical contact person/技术联系人: Lihaiming/李海明

Tel/电话: 13910420692 Mail/邮箱: li.haiming@fev.com

Invoice receiver/发票接收人: WangLi/王丽

Tel/电话: 150 7563 9976 Mail/邮箱: zheng.erlong@fev.com

### Payment/付款方式

100% of total contract price shall be paid within one months after the party A's acceptance of all service and receipt of VAT invoice of total contract price  
合同总价的100%，将于甲方收到全部服务并验收合格，并收到合同全额增值税发票的一个月内支付。

### Construction requirements/施工要求

The Party B shall submit the design work and submit the quality of the design information in accordance with the national technical specifications, standard procedures and the design requirements put forward by Party A. If Party B design responsibility, leading to the quality of the project and other issues, Party A has the right to Party B claims, Party B shall bear the liability.

乙方应按国家技术规范、标准规程及甲方提出的设计要求，进行设计工作，提交质量合格的设计资料，并对其负责。若因乙方设计责任，导致工程质量等问题，甲方有权向乙方索赔，乙方应承担赔偿责任。遵循FEV内部安全管理规定。

For all materials, sample shall be provided for FEV approval.

所有设备，材料进厂前供应商需提供样品供FEV确认。

All the necessary test (e.g. water proof, pressure test) shall be supervised by FEV.

施工过程中重要试验（防水，管道压力试验等）以及隐蔽工程的验收需要FEV相关人员现场见证。

Supplier shall take measures to avoid disturbing normal office work.

供应商在施工前应提供可行的施工方案，避免干扰其它正常工作环境。





The party B shall perform the Project complying with the related management rules of state and the party A. In case any quality problem and/or safety accident happens due to the party A's failure of complying with the above mentioned rules, the party B shall bear all the responsibilities solely.

乙方在甲方现场进行施工时，应按照国家相关管理规定及甲方相关管理规定进行施工。如因乙方未遵守上述规定而引发质量问题和/或安全事故，由乙方承担全部责任。

The party B shall keep the place of construction tidy and clean during the process of constructing, and clean the place of construction after finishing daily work.

乙方在施工过程中须保持现场整洁，施工材料摆放有序，并在每日施工结束后清理施工现场。

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乙方应按国家技术规范、标准规程及甲方提出的设计要求，进行设计工作，提交质量合格的设计资料，并对其负责。若因乙方设计责任，导致工程质量等问题，甲方有权向乙方索赔，乙方应承担赔偿责任。

遵循FEV内部安全管理规定。

For all materials, sample shall be provided for FEV approval.

所有设备，材料进厂前供应商需提供样品供FEV确认。

All the necessary test (e.g. water proof, pressure test) shall be supervised by FEV.

施工过程中重要试验（闭水，管道压力试验等）以及隐蔽工程的验收需要FEV相关人员现场见证。

Supplier shall take measures to avoid disturbing normal office work.

供应商在施工前应提供可行的施工方案，避免干扰其它正常工作环境。





The Party A shall provide suitable material storage area and construction access during construction(the Consignee shall minimize the influence to the Consignor's daily work) 施工期间甲方需提供合适的材料堆放场所（尽量减少对甲方正常工作的影响）。

### **Insurance/保险**

The Party B shall conclude all necessary insurance policies in order to reasonably protect both parties' properties and personal security. All insurance fees are included in the total project price. In the event that the Seller fails to cover insurance for the Contract goods in time, all losses incurred there from shall be borne by the Seller.

乙方应该作所有必要的投保，以确保双方财产和人身安全。所有保险费用包括在合同总价中。若乙方未能及时为合同货物投保，导致的一切损失应由乙方承担。

### **Breach/违约责任**

The Party B shall complete the project within the agreed time period between the two parties. If the construction period is delayed due to force majeure, Party B shall pay Party A a penalty of 1% of the total project price for each day from the first day. Day by day. Deferred liquidated damages shall not exceed 10% of the total contract price. If the extension is more than three weeks, Party A has the right to entrust other companies to construction, and Party B bear the cost and compensate Party A for the actual loss.

乙方应在双方约定的工期内完成此项工程，如因不可抗力原因导致工期延误，从第一天开始，每拖延一天，乙方应向甲方支付相当于总项目价款1%的拖期罚金，不足一天按一天计算。延期违约金最多不超过合同总价的10%。如果延期超过三周，甲方有权委托其它公司来施工，并由乙方承担费用并赔偿甲方因此产生的实际损失。

After the order becomes effective, neither party is entitled to cancel the order without the agreement from the other party, unless the other party breaches the order prior to this cancellation. Otherwise, the non-breaching party is entitled to claim for a penalty, as his sole remedy and the breaching party's sole obligation, with maximum amount of 10% of total order price from the breaching party.

合同生效以后，任何一方不得在未经对方同意的情况下，取消此合同，除非对方违约在先。否则未违约方有权向违约方要求支付不超过合同总价 10%的违约金。此违约金为未违约方对此违约的唯一权利及违约方对此违约的唯一责任。

In case the party A requests to alter the work scope of this project, a written Project Alteration which includes the added or deleted work contents, and the changed price and delivery time should be signed by both parties after negotiation.

如果甲方要求变更工程范围，双方应协商后签署书面的工程变更单，写明增加或减少的工程内容，以及由此产生的价格变更及工期变更。

### **Quality & Inspection/质量与验收**

The seller shall carry out the design, manufacture, selection of materials, inspection and test of the products according to the technical description and attached drawings(if there is) of the contract, and shall guarantee that the products manufactured and machined according to the above-mentioned standards and norms.

卖方应根据合同规定的技术规格及图纸（如有）执行产品的设计、生产、选材、检验和测试，卖方还应保证会按上述标准和规范制造和加工其产品。

The seller shall, before making delivery, make a precise and comprehensive inspection of the goods in regard to the quality, specifications, performance and quantity/weight, and issue a certificate stating that the goods are in conformity with the stipulations of this contract. Particulars and results of the test carried out by the manufacturer must be shown in a statement that has to be attached to the quality certificate. The seller shall be, at his





own cost, responsible for this inspection and test of all the goods before delivery to the site. And the quality certificates as well as ex-works inspection records issued by the seller shall be submitted to the buyer.

在交货之前, 卖方应对产品的质量、规格、性能和数量/重量等进行详细而全面的检验, 并出具一份证明货物符合合同规定的检验证书。制造商检验的结果和细节应附在质量检验证书后面。卖方应对所有货物到达现场前的检验和测试负责。卖方出示的质量证书和工厂交货的检验数据应交付给买方。

During the period of the buyer's inspection in the place of delivery, the certificate of inspection or certificate of conformity issued by the seller shall be submitted at the same time. If the seller cannot provide the certificate of inspection or certificate of conformity, the buyer have the right to reject the goods until the seller provides. If any damages in the products, shortage or losses in quantity and/or quality or specification not in compliance with the stipulations of the contract should be found, the buyer shall be entitled to claim replacement, repair or supplement from the seller, or return the concerned products, the costs arising from which shall be borne by the Seller.

买方在交货地点进行检验时, 卖方需同时出具检验证书或合格证书, 若卖方无法提供检验证书或合格证书, 买方有权拒收货物直至卖方提供。若发现产品有任何损坏, 数量和/或质量上有任何缺失, 或任何不符合合同要求之处, 有权要求卖方为买方替换, 修理, 增补设备, 或退货, 由此产生的一切费用由卖方承担。

After receipt of the claims, the seller shall make supplement for the shortage or replacement and/or repair at his earliest possible time. The time of delivery stipulated in the contract shall not be prolonged unless a specific agreement between both parties is achieved.

收到买方上述要求后, 卖方应在可能的第一时间内弥补缺失, 或替换和/或修理, 如无特殊说明, 合同规定的交付时间不相应延长。

Warranty period should be 12 months commencing from the acceptance date. Within the warranty period, should any damage caused by non-human factors (excluding Force Majeure) happen, the buyer shall notify the seller immediately. The seller shall respond within 24 hours after receiving notice from the buyer and repair or replace the products, all costs arising from which shall be borne by the seller.

质保期为自验收合格之日起十二个月。质保期内非人为因素(不包括不可抗力)造成的损坏, 买方应立即通知卖方。卖方应在收到买方通知后24小时之内作出回应, 对产品进行维修或更换, 由此产生的一切费用由卖方承担。

### **Property and Risk/所有权与风险**

The ownership of all ordered products under this contract shall be transferred to the party A on the party A's prepayment transaction or goods arrived at the party A's site; the risk of losses and damage on all ordered products under this contract shall be transferred to the party A after the products are delivered to the designated place of delivery and accepted by the designated contract person or his authorized attorney.

本合同下所有产品的所有权自甲方支付预付款或货物交付至甲方处转移至甲方; 本合同下所有产品的损失和损害的风险, 自乙方将产品运至甲方指定的交付地点并由甲方指定的联系人或其授权代理人签收后转移至甲方。

### **Intellectual Property Rights and Confidential Agreement/知识产权与保密责任**

The Party B shall commit all equipment (including spare part, technical document etc.) or service is not conflicting with intellectual property or right of third party. If not, the Party B will take fully responsibility for all losses of the Party A.

乙方保证, 向乙方出售的设备(包括零部件、技术资料等)或服务不侵犯任何第三方知识产权或其他合法权益。如有侵犯, 乙方承担全部责任并赔偿由此给甲方造成的全部损失。





Both parties agree to protect business secret for each other. It's not permit to share any information about this project or the secret which you get during the negotiation and implement of the project without any agreement.

双方均应保护对方的商业秘密。未经对方同意，任何一方不得向外泄露本项目内容及因项目协商签订和履行中所获悉的对方的商业秘密。

Confidential period is 5 years from validation of the contract to the termination of the contract. The confidential agreement still effect without any limitation whether the contract is amended or cancelled or not. Both parties shall keep confidential.

保密期限为自本合同生效之日起至本合同终止后 5 年。不论本项目是否变更、解除或终止，本协议和报价的保密条款不受其限制而继续有效，各方均应继续承担约定的保密义务。

### **Anti-bribery/廉洁自律条款**

The Party B shall commit all the documents what delivered to the Party A due to the signing or implement of the agreement are true and complete, right, legal and effective, any cheating or counterfeit badges is not permit.

乙方声明并保证因签订或履行协议而提供给甲方的任何信息、材料是真实、完整、正确、合法、有效的，不得提供虚假材料、伪造签章。

The Party B and their staff commit that no Party A or their family members is given with bribe or other undue benefits, including but not limit with cash/rebate/good/credit card/decoration/vehicle purchase or usage/things for private affairs/improper work output/personal travel/ improper gift of birthday or wedding banquets/improper entertainment/other forms of benefits.

乙方及其人员保证不向甲方人员或其亲属直接或间接允诺、给付任何贿赂或其它不正当利益，包括但不限于回扣、佣金、有价证券、实物、银行卡、存折、房屋装修、车辆购置或使用、借物办私事、不当出工出力、出资旅游、生日婚礼宴请的不当馈赠、不当招待或其它形式的好处。

The Party B shall declare and commit that the Party A shall not invest or hold stock directly or indirectly with the signing or implement of the contract (except the personnel of the Party A purchase the stock directly from stock exchange) and the staff or their relatives shall not take office or be adviser with the signing or implement of the contract.

乙方声明并保证甲方没有借由本合同的签订或履行直接或间接投资乙方或持有乙方的股权（但甲方人员从证券交易所购买乙方的股票者不在此限），且声明并保证也没有借由本合同的签订或履行而使甲方的人员或其亲属乙方任职或担任顾问。

In case the Party B found any bribery, it should be reported immediately. The Party A shall take the cooperation with the Party B in priority in the same condition, whose report is true and who is strictly abide by the impose discipline terms.

若乙方发现甲方人员有任何形式的索贿受贿行为的，应向委托举报。甲方可对举报属实和严格遵守廉洁自律条款的乙方，在同等条件下优先考虑与之继续合作。

The Party B shall not take any means to the related employees of the Party A to leave FEV to work for the Party B in 2 years after business finished. Related employees include but not limited board members, managers, staffs. In case it appears, the Party B break the contract and infringe the legal interest of the Party A.

乙方声明在双方业务往来期间及合作终止后2年内不对甲方同类业务的人员，包括但不限于：董事、经理、职员等采取任何手段使其离开甲方到乙方或乙方关联公司工作或任职。若出现该类情况，则属乙方违约及侵犯甲方合法权益的行为。

### **Obligation of disclosure/告知义务**





The Party B shall inform the Party A in written in 7 days commencing from the following matters occur or may occur:

乙方应当在下列事项发生或可能发生之日起7日内书面通知甲方:

(1) The enterprise system or property right organization will or may take place important changes, including but not limit with implementation of the contract, leasing, joint operation, corporation system reformation, sale of enterprise, merge, Joint venture (cooperation), spinoff, setting up subsidiary, transfer of property rights, reduction of capital etc. ;

(1) 经营体制或产权组织形式发生或可能发生重大变化,包括但不限于实施承包、租赁、联营、公司制改造、股份合作制改造、企业出售、合并(兼并)、合资(合作)、分立、设立子公司、产权转让、减资等;

(2) Planning to file for bankruptcy or file for bankruptcy by creditor;

(2) 拟申请破产或被债权人申请破产;

(3) Top management or board member who has involved in illegal activity or significant litigation or arbitration cases, or prime assets are taken compulsory measures of property preservation;

(3) 高层管理人员或董事涉及违法活动或涉及重大诉讼或仲裁案件,或主要资产被采取了财产保全等强制措施;

(4) Sign the contract with significant impact of operating and financial conditions;

(4) 签署对其经营和财务状况有重大影响的合同;

(5) Stop production, go out of business, dissolution, and stop doing business for internal rectification, business license revoked or repealed;

(5) 停产、歇业、解散、停业整顿、被撤销或营业执照被吊销;

(6) Legal representative or key management personnel who was involved in illegal activities;

(6) 法定代表人或主要管理人员涉及违法活动;

(7) Serious difficulties in management, financial situation worsening, or other matters of operating and financial conditions which have any negative effects happen.

(7) 经营出现严重困难,财务状况恶化,或发生对经营、财务状况或履约能力有负面影响的其他事件。

One of above seven points appears, the Party A has the right to choose: 1) termination of contract; 2) the relevant asset guarantee of the Party A is required.

出现以上7条约定的任一情形,甲方有权选择:1) 解除合同;2) 要求甲方提供相应的财产担保。

### Language and the applied laws/语言和适用法律

This order is written in English and Chinese, if there is any discrepancy between two languages, the Chinese version prevail.

本订单以中英文书写,如两种语言不一致,以中文为准。

Interpretation of this order applies the relevant laws and regulations of People's Republic of China. In case any disputes arise and cannot be solved through friendly negotiation, two Parties shall choose the competent Court at the Party A's location and solve the disputes through law suit.

本订单的解释应适用中国的相关法律法规,若有无法通过友好协商解决的争议出现,双方应在甲方所在地有管辖权的法院进行诉讼解决争议。

### Effectiveness/有效性



The Effective Date of this contract is the date of signature by both parties. It shall remain in force until the party A confirms the acceptance of the products, receives the VAT invoice of total contract price and pays the total contract price, and the warranty period expires.  
本合同的生效日期是双方授权代表签字之日。它一直保持到甲方收到货品、验收合格，收到合同全额增值税专用发票，付清此合同的全部货款，至质保期结束为止。

The Contract is in duplicate, both parties hold one copy, the sealed and signed scanned form of this purchase contract is deemed to have legal effect.  
此合同一式两份，双方各执一份，合同原件签字盖章的扫描件亦具有法律效力。

**Party A:**

FEV China Co., Ltd.

河北艾福亿维新能源科技有限公司

Signature & Stamp 签字及签章

Date 日期



**Party B:**

Beijing Sanhui Co., Ltd.

北京三汇能环科技发展有限公司

Signature & Stamp 签字及签章

Date 日期



**Appendix 1-Quotation**

附件1 - 报价







机组压缩机更换、蒸发器安装等报价单

业主单位	河北艾福亿维动力总成有限公司	报价单位	北京三恒能环保科技有限公司
项目地址	河北省廊坊市三河市燕郊高新区 化大南街南侧胖龙公司用地东侧 (河北虎威新能源技术有限公司内)	报修电话	010-52408023 400-638-7337
联系人	苏经理	报价编号	NHY-20200803-1-01-01-045
联系电话	13752074693	客服电话	18001317823 18001317827
微信/邮箱		负责人	周飞燕 18911574580

概 况

序号	设备	品牌	型号	单位	数量	生产日期	备注
1	风冷	立佳	LJ45A14	台	1	2018年 3月	/

现状 1、压缩机进水，不能正常，机组制冷效果不佳

方案 1、更换压缩机，2、添加制冷剂，3、整机检漏、补漏，4、蒸发器及支架改造安装、调试

报 价 明 细								单位 (人民币)：元	
序号	部品/作业名称	型号	数量	单位	单价	金额/¥	备注		
1	销售 压缩机	LR175A	1	台	8438.00	8438.00	供货安装 周期15个 工作日		
		制冷剂	R22	1.5	瓶	656.00		984.00	
		保温材料	橡塑B级	1	项	330.00		330.00	
		零星辅材	氟气、焊材等	1	项	660.00		660.00	
		价税小计 (5%发票)				壹万零肆佰壹拾贰元整		10412.00	
	2	技术服务	蒸发器及支架改造安装	1	台	5000.00	5000.00		
整机充氮检漏、补漏技术服务			1	项	1200.00	1200.00			
系统除湿处理			1	项	2300.00	2300.00			
压缩机更换技术服务			1	项	1200.00	1200.00			
制冷剂加注、设备调试技术服务			1	项	2200.00	2200.00			
价税小计 (6%服务发票)				壹万壹仟玖佰元整		11900.00			
3	价税总计				贰万贰仟叁佰壹拾贰元整		22312.00		
付款方式								1、合同签订之日起三日内支付全款。	

工期	我司收到相应款项，货物全部到达现场且具备安装及验收条件后 7个工作日。
报价有效期	
质保期	设备到岸之日起 12个月。
备注：报价范围外的费用另计。	

### 报 价 回 复

希望作业 /日期：      年      月      日		收货人：	
普通发票：		详细地址：	
增值税发票：	▲请传真一般纳税人证明及税务登记副本	联系电话：	
发票单位：		传真号码：	
		邮政编码：	
签字盖章 (			

