



*A Better Future for Surplus*

**THIS AGREEMENT** is dated dd/mm/yy:

本协议于 年 月 日签订:

## **PARTIES**

双方

- (1) Liquidity Services Trading (Shanghai) Co., Ltd. incorporated and registered in China with company number 91310000MA1K36704W whose registered office is at Room H03, 1/F, No.215 Fu Te North Road, Shanghai Pilot Free Trade Zone (the “**Seller**”).  
力狮贸易（上海）有限公司，在中国注册成立，注册号为 91310000MA1K36704W，注册地址为中国（上海）自由贸易试验区富特北路 215 号一层 H03 室（“**卖方**”）。
- (2) full company name incorporated and registered in China with company number \_\_\_\_\_ whose registered office is at registration address (the “**Buyer**”).  
公司完整名称，在中国注册成立，注册号为 \_\_\_\_\_，注册地址为 \_\_\_\_\_（“**买方**”）。

## **AGREED TERMS**

协议条款

### **1. INTERPRETATION**

释义

#### **1.1 Definitions:**

定义:

**Agreement:** this Sale of Equipment Agreement.

**本协议:** 指本设备出售协议。

**Business Day:** a day other than a Saturday, Sunday or public holiday in China when banks in China are open for business.

**营业日:** 指在中国，除星期六、星期日或法定节假日外，中国的银行营业的日子。

**China or the PRC:** the People's Republic of China, and for the purpose of this Agreement, shall exclude Hong Kong Special Administration Region, Macao Special Administration Region and Taiwan.

**中国或中华人民共和国:** 指中华人民共和国, 就本协议而言, 不包括香港特别行政区、澳门特别行政区和台湾。

**Collection Date:** has the meaning ascribed to it in article 6.2.

**提货日期:** 具有第 6.2 条赋予该词汇的含义。

**Confidential Information:** has the meaning ascribed to it in article 8.1.

**保密信息:** 具有第 8.1 条赋予该词汇的含义。

**Day:** means a calendar day.

**日:** 指日历日。

**Equipment:** the equipment to be sold by Seller to Buyer in accordance with this Agreement, details of which are set out in *Schedule 1*.

**设备:** 指卖方将根据本协议出售给买方的设备, 具体细节见 *附件 1*。

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. **Intellectual Property Right** means any one of the Intellectual Property Rights.

**知识产权:** 指所有已注册或未注册的专利、发明权、实用新型、著作权和相关权利、商标、服务商标、字号、商号、域名、商业外观或装饰权、商誉权或对假冒行为的起诉权、不正当竞争权利、外观设计权利、计算机软件权利、数据库权利、半导体拓扑权、人身权、保密信息权利 (包括对技术诀窍和商业秘密的权利) 及其他任何知识产权, 包括对上述权利的所有续展或延期申请, 以及在全世界任何范围内与上述权利类似或相当的权利或保护形式。

**知识产权:** 指所有已注册或未注册的专利、发明权、实用新型、著作权和相关权利、商标、服务商标、字号、商号、域名、商业外观或装饰权、商誉权或对假冒行为的起诉权、不正当竞争权利、外观设计权利、计算机软件权利、数据库权利、半导体拓扑权、人身权、保密信息权利 (包括对技术诀窍和商业秘密的权利) 及其他任何知识产权, 包括对上述权利的所有续展或延期申请, 以及在全世界任何范围内与上述权利类似或相当的权利或保护形式。

**Payment Date:** has the meaning ascribed to it in article 5.2.

**付款日:** 具有第 5.2 条赋予该词汇的含义。

**Premises:** has the meaning ascribed to it in article 6.1.

**场所:** 具有第 6.1 条赋予该词汇的含义。

**Price:** has the meaning ascribed to it in article 5.1.

**价款:** 具有第 5.1 条赋予该词汇的含义。

**Termination Notice:** has the meaning ascribed to it in article 9.2.

**终止通知:** 具有第 9.2 条赋予该词汇的含义。

## 1.2 **Interpretation:**

**释义:**

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);  
人包括自然人、法人或非法人团体（无论是否具有独立法人人格）。
- (b) A reference to **writing** or **written** includes fax and e-mail;  
书面或以书面形式包括传真和电子邮件形式。
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and  
跟在**包括、尤其是、例如**或类似表述后的词汇应作举例说明来解释，不限制这些表述前的词语、描述、定义、短语或措词的意义。
- (d) References to articles are to the articles of this Agreement.  
文中提到条款应指本协议的条款。

## 2. **SALE AND PURCHASE**

### 交易

The Seller sells and the Buyer buys the Equipment in accordance with the terms and conditions of this Agreement.

卖方根据本协议条款和条件出售设备，买方根据本协议条款和条件购买设备。

## 3. **EQUIPMENT SOLD AS IS**

### 按现状出售设备

- 3.1 The Buyer acknowledges and understands that the Seller purchased the Equipment from a third party in the past for the use in the Seller's business, that the Seller has used the Equipment in its business, and that accordingly the Equipment is **USED EQUIPMENT** and not of the Seller's manufacture.

买方确认和了解，设备系卖方过去从第三方处购买并用于卖方的业务，且卖方已在其业务中使用了设备，因此该设备是二手设备，而非卖方制造。

- 3.2 The Equipment is sold "as is, where is" and is sold as described in *Schedule 1*. Any express or implied warranties including those as to the nature, quality, quantity, value or condition of the Equipment, merchantability, fitness for a particular purpose or non-infringement are hereby excluded to the greatest extent permitted by applicable law. The description of the Equipment in *Schedule 1* shall not constitute a warranty, but is only for the purpose of identification.

设备按“现场，现状”的方式及*附件1*的描述出售。在适用法律允许的最大范围内，任何有关设备性质、质量、数量、价值或状况、适销性、适用性或是否侵权等明示或默示的保证，在此均予以免除。*附件中1*中对设备的描述不应构成保证，而仅用于验明之目的。

- 3.3 The Buyer acknowledges that any Intellectual Property Right attaching to the Equipment may not be the property of Seller or capable of transfer by Seller. Seller is

not in any way authorising the use by the Buyer of such Intellectual Property Right and any use or exploitation of such Intellectual Property Right shall be at the Buyer's sole risk with no recourse to Seller.

买方知晓，卖方可能并不拥有设备所附带的任何知识产权，也不能转让该等知识产权。卖方未以任何方式授权买方使用该等知识产权，买方自行承担使用该等知识产权的风险，无权向卖方追索。

- 3.4 The Buyer agrees to remove any and all trademarks, distinctive markings and designs of the Seller or the Seller's group which may appear on the Equipment, and to refrain from making any use of such trademarks, distinctive markings and designs.

买方同意对可能出现在设备上的卖方或卖方集团的任何和所有的商标、独特的标示和设计予以去除，且同意不使用任何此类商标、独特的标示和设计。

- 3.5 The Buyer acknowledges that Seller is not obliged to give any other support or does not owe any other performance obligation to the Buyer other than those described in this Agreement. In particular, the Buyer acknowledges that Seller will not give any dismantling support, start-up assistance or trouble shooting support during re-assembling and start-up of the Equipment unless otherwise agreed in writing.

买方知晓，除本协议规定的以外，卖方没有义务提供任何其它的支持或对买方负有任何其他义务须履行。特别的，买方知晓，除非另行书面约定，在设备重新装配和启动时，卖方将不会提供任何拆卸支持、启动支持或问题处理支持。

- 3.6 The Buyer agrees to comply with all applicable export control and related laws and regulations and not to violate any applicable law and regulation. The Buyer acknowledges that Seller is not the exporter of the Equipment unless expressly stated. Seller makes no representation or warranting concerning, and has conducted no investigation to ascertain if the Equipment constitutes the goods whose export is prohibited or otherwise restricted under applicable law. Seller has the right to terminate this Agreement at any time in the event it determines that, in its absolute discretion, the sale contemplated hereunder does or may violate applicable export or import control or related laws and regulations.

买方同意遵守所有适用的出口管理及相关法律法规，且不违反任何适用的法律法规。除非明确说明，买方知晓卖方不是设备的出口方。就是否构成适用法律下禁止或限制出口的货物，卖方不作任何陈述或保证，也未开展过任何调查核实。卖方保留在其自主判定本协议下的交易违反或可能违反适用的进出口管理或相关法律法规时，于任何时间终止本协议的权利。

#### **4. RIGHT TO INSPECT EQUIPMENT** **设备检查权**

The Buyer acknowledges that, before the date of this Agreement:  
买方确认，在本协议签订日前：

- (a) the Seller has given the Buyer a reasonable opportunity to inspect the Equipment; and  
卖方已给予买方合理的机会检查设备；且
- (b) the Buyer has satisfied itself as to the quality and condition of the Equipment.  
买方满意设备的质量和状态。

## 5. PRICE AND PAYMENT 价款和支付

- 5.1 The price for the Equipment (the “**Price**”) is RMB (inclusive of VAT).  
设备的价格（“**价款**”）为 元人民币（含增值税）。
- 5.2 The Buyer shall pay the Price on or before dd/mm/yyyy in a lump sum (“**Payment Date**”). Payment shall be made in bank wire transfer in RMB to the bank account nominated in writing by the Seller. The Buyer shall be responsible for any charges raised in respect to transfer of monies.  
买方应在 年 月 日或该日之前（“**付款日**”）一次性支付价款。付款方式应为以人民币银行电汇的形式支付到卖方书面指定的银行账户。买方应负责承担因转账而产生的任何费用。
- 5.3 The Seller shall issue the Buyer with an invoice for the Price within twenty (20) Business Days after the date of this Agreement. Proforma invoices, when needed, may be issued in electronic form by email or otherwise.  
卖方应在本协议签订之日后的二十 (20)个营业日内向买方开具价款的发票。若需要形式发票，可通过电子邮件等电子方式出具。
- 5.4 If the Buyer fails to make full payment of Price to the Seller by the Payment Date , then the Buyer shall pay interest on the overdue amount at the rate of 0.05% accrued on a daily basis from the due date until actual payment of the overdue amount.  
买方未能在付款日或之前向卖方全额支付价款的，应自款项到期日至逾期款项实际支付日按0.05%的利率就逾期款项按日付息。

## 6. DELIVERY 移交

- 6.1 After payment of Price is made by Buyer and is received in full and confirmed funds cleared by Seller, the Equipment may be removed from the premises at which the Equipment is located (the “**Premises**”) as notified by Seller.  
在买方支付价款且卖方已确认全额收到价款后，可将设备从卖方通知的设备放置的场所（“**场所**”）搬离。
- 6.2 The Buyer will only remove the Equipment by previous arrangement with the Seller and in accordance with the removal schedule notified by the Seller to the Buyer, during the Seller’s normal business hours and subject to the supervision of the Seller

or its agents or appointed representative(s). The Buyer must remove the Equipment in its entirety from the Premises no later than the collection date notified by the Seller to the Buyer (“**Collection Date**”). The Seller shall provide the Buyer with the removal schedule at least three (3) Business Days prior to the Collection Date.

买方只能根据与卖方事先达成的安排及卖方通知买方的搬运时间表，在卖方的正常营业时间内搬运设备，且搬运应在卖方或其代理人或指定代表的监督下进行。买方须在不晚于卖方通知买方的提货日期（“**提货日期**”）将设备全部自场所搬离。卖方应在提货日期前至少三（3）个营业日向买方提供搬运时间表。

- 6.3 The Buyer shall be responsible for the removal of the purchased Equipment and obtain insurance coverage for removal satisfactory to the Seller at its own expense. The Buyer shall provide, on demand, evidence of insurance policies reasonably satisfactory to Seller.

买方应负责自行承担所购设备的搬费用及就搬运购买令卖方满意的保险费用。一经要求，买方应提供合理的令卖方满意的保单证明。

- 6.4 Without prejudice to any claims that Seller may have against the Buyer for breach of contract or otherwise, should the Buyer not remove the Equipment as agreed by the Collection Date, the Seller reserves the right to remove and/or dispose of the Equipment from the Premises without any compensation or notice to the Buyer. Any costs incurred will be charged to the Buyer and the Buyer shall pay such costs within seven (7) Days of written demand. The Buyer shall also become liable from the Collection Date for all storage, security and administration expenses and all costs of and incidental to re-selling and/or otherwise disposing of uncleared Equipment.

在提货日期或之前，买方未按约定搬离设备的，卖方保留从场所搬离设备和/或处置设备的权利，且无需就此赔偿或通知买方，但不得影响卖方基于违约或其他事由而可能对买方提出的任何权利主张。如卖方采取上述行动时产生了任何费用，概应由买方承担，买方应在经书面要求后的七（7）日内支付此类费用。自提货日期起，买方亦将承担未搬清设备的所有存放、安保及管理费用，如发生转售和/或其他方式处置未搬清设备的开支及费用，也应由买方承担。

- 6.5 The Buyer shall assume all risks of removal of the Equipment or other work to be performed by the Buyer on the Premises (such as, but not limited to, dismantling, handling, or packaging of the Equipment). The Buyer will defend and hold Seller harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss and damage to others (including the Seller and employees of the Seller or the Buyer) arising out of or in connection with the performance of such work, and caused by the negligent or wilful act or omission to act of the Buyer or its agent or the Buyer’s employees, and the Buyer will at its own expense defend any and all actions based thereon and will pay all costs and other expenses arising therefrom.

买方应承担搬运设备的所有风险以及（包括但不限于拆除、操作或包装设备）等须在场所进行的其他工作。买方应使卖方免于承担任何由该等工作产生的或与之相关的、且因买方、其代理或买方员工的疏忽或故意行为或不作为造成的

人身伤害（包括死亡）、财产损失和对第三方的损害（包括卖方及其员工或买方）的所有责任、权利主张和要求，买方将自费对任何及所有基于上述原因而产生的诉讼进行抗辩，并支付所有的成本以及其他产生的费用。

- 6.6 It is expressly brought to the Buyer's attention that, at the time of delivery, the Equipment could contain blue or white asbestos, hazardous substances, dangerous chemicals which if not handled correctly during their removal from the Premises could be in breach of applicable Chinese environmental, health and safety laws and regulations. Seller has no duty to remove any such substances contained in or are a part of the Equipment.

在此明确提醒买方注意，在移交时，设备可能含有蓝石棉或白色石棉、危险物质、危险化学品，该等物质在搬离场所时如未能适当处理，则可能违反适用的中国环境、健康及安全法律法规。卖方没有义务去除设备中所含的或构成设备组成部分的任何危险物质。

- 6.7 Where so requested by Seller, the Buyer shall provide method statements and/or risk assessments for the removal of the Equipment to the satisfaction of Seller. If, at the opinion of Seller, removal of the Equipment will be likely cause serious damage to the Premises, or any other damage which the Buyer is either unable or unwilling to rectify, or is being undertaken without an approved "method statement" and/or "risk assessment", Seller may by notice to the Buyer rescind the sale of the Equipment or otherwise permit the removal thereof from the Premises to proceed subject to such conditions as it may think fit to impose. Seller shall have no responsibility to disconnect utilities to the sold Equipment, including electric, gas, waste and water lines.

在卖方要求时，买方应就搬运设备提供令卖方满意的搬运计划和/或风险评估。如卖方认为设备的搬运有可能严重损害场所，或会导致买方无法补救或不愿补救的任何其它损害，或是在“搬运计划”和/或“风险评估”未经批准时实施，则卖方可经通知买方而解除设备的交易，或在其认为可适当提出的条件的前提下许可买方从场所进行搬运。卖方不负责断开售出设备与公用设施的连接（包括电、气、废弃物和水管）等工作。

- 6.8 The Buyer acknowledges that the Premises is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present. Heavy equipment may be operated, and electrical circuits may be live. Every person enters the Premises at his or her own risk with notice of the condition of the Premises and the activities that will be or have been conducted on the Premises. The Buyer shall so advise and be fully responsible for its agents and employees. No person shall have any claim against Seller or its agents or employees for any injuries sustained or for damages to or loss of property that may occur at the Premises. Nothing in this article shall limit or exclude liability for death or personal injury resulting from the negligence of Seller.

买方确认，场所可能有潜在危险。可能存在易燃、有害、腐蚀性和加压的物质；重型设备可能在运转，而电路可能未断开等等。经告知场所的状况和在该场所将要开展或已经开展的活动，每位人员自行承担进入上述场所的一切风

险。买方应告知其代理人 and 员工上述风险。任何人不应就在该场所蒙受的损伤或任何财产损害或损失向卖方或其代理人或员工提出任何权利主张。本条的任何内容将不限制或免除因卖方的过失导致死亡或人身伤害而应承担的责任。

- 6.9 The Buyer undertakes to remove the Equipment (including the accompanying waste and hazardous waste, if any) in a way that does not contravene any relevant applicable law and in full compliance with all applicable environmental, health and safety laws and regulations. The Buyer further undertakes to comply with all reasonable instructions by Seller in relation to the removal of the Equipment (including the accompanying waste and hazardous waste if any).

买方承诺，其搬运设备（包括相关的废弃物和有害废弃物（如有））的方式将不违反相关的任何适用法律，将完全符合所有适用的环境、健康及安全法律法规。买方进一步承诺将遵守卖方就搬运设备（包括相关的废弃物和有害废弃物（如有））所作出的所有合理指示。

- 6.10 Upon delivery of the Equipment to the Buyer, the Buyer shall sign an acknowledgement of receipt in the agreed form.

在向买方移交设备时，买方应签署符合约定格式的接收确认书。

- 6.11 The Seller shall not be responsible for any act or omission that affects such Equipment after the Equipment has been removed from the Premises by or at the direction of the Buyer.

设备在被买方或经买方指示从场所搬离后，卖方将不对影响设备的任何行为或疏忽负责。

## **7. TITLE AND RISK** **所有权和风险**

- 7.1 For the avoidance of doubt, the title to the Equipment shall not pass to the Buyer until (a) full payment of the Price has been received by the Seller; and (b) removal from the Premises in its entirety.

为免疑义，设备的所有权在下述时间转移给买方：(a) 卖方收到全额价款的付款；且(b) 设备完全从场所搬离。

- 7.2 The risk of damage to or loss of the Equipment shall pass to the Buyer upon payment of the Price by the Buyer.

设备的损害或损失风险在买方支付价款后转移给买方。



## 8. CONFIDENTIALITY

### 保密

8.1 Any information disclosed by either Party to the other under this Agreement in respect of its business, market, clients, suppliers, products, strategies, assets, income, cost, profit, organization, employees, agents, distributors, etc. shall be deemed as the “**Confidential Information**” hereunder. Each Party shall strictly keep the Confidential Information confidential and not disclose it to any third party.

任何一方根据本协议向另一方披露的关于其业务、市场、客户、供应商、产品、策略、资产、收入、成本、利润、组织、员工、代理、经销商等信息，均应视为本协议下的“**保密信息**”。每一方应对保密信息严格保密，并不向任何第三方披露。

8.2 Notwithstanding the foregoing, the confidential obligation is not applicable under the following circumstances:

尽管有上述规定，保密义务不适用于下列情况：

- (a) Any disclosure made to governmental authority, judicial authority or stock exchanges as required by law;  
依法向政府机关、司法机关或证券交易所披露；
- (b) Any disclosure made by the receiving Party to its employees, directors and professional advisors only to the extent that it is necessary and provided that each Party shall procure its employees, directors and professional advisors to comply with the confidential obligation to the same extent as that under this Agreement;  
保密信息接收方将保密信息向其员工、董事和专业顾问披露，前提是该等披露仅在必要的范围内，且每一方应促使其员工、董事和专业顾问履行与本协议下相同程度的保密义务；
- (c) The information enters into the public domain for any reason not attributable to a breach of confidentiality by the receiving Party or its representatives, agents, suppliers or sub-contractors;  
如果信息并非由于接收方、其代表、代理人、供应商或分包商违反保密义务而进入公共领域；
- (d) The information is received by the receiving Party from a third party in lawful manner, and the receiving Party has no confidential obligation on such information and is not subject to restrictions with respect to the use of such information;  
若接收方合法的从第三方处收到信息，接收方就该信息并无保密义务，且其对信息的使用并未受到限制；
- (e) The receiving Party owns the written information which is not subject to any restrictions on use or disclosure, and such information is not obtained from the other Party hereto.  
如果接收方拥有书面信息，该信息上并无使用或披露限制，且接收方并非从本协议项下另一方处得到该等信息。

8.3 Upon termination of this Agreement, all the documents and other records in whatever form containing the Confidential Information shall be returned to the disclosing Party immediately or be destroyed as requested by the disclosing Party.  
本协议终止后，含有保密信息的所有文件和其他任何形式的档案均应立即归还披露方，或根据披露方的要求予以销毁。

8.4 This article shall survive after the termination of this Agreement.  
本条应在本协议终止后继续有效。

## 9. EFFECTIVENESS AND TERMINATION 生效和终止

9.1 This Agreement shall become effective on the date when it is signed by authorized representatives and sealed by the Parties.  
本协议自双方授权代表签字并盖章后生效。

9.2 Under any of the following circumstances or events, a Party may serve a written notice of termination (“**Termination Notice**”) indicating its intention of early termination of this Agreement:  
若发生以下任何情况或事件，一方可以发出书面终止通知（“**终止通知**”），说明其希望提前终止本协议：

(a) By the non-defaulting Party if the other Party, i.e., the defaulting Party, materially breaches this Agreement, and such breach or violation is not cured within thirty (30) Days of written notice to the defaulting Party. In such case, the non-defaulting Party may immediately terminate this Agreement by giving to the defaulting Party a Termination Notice, without prejudice, however, to the non-defaulting Party’s rights of claiming for losses and damages against the defaulting Party in respect of the previous default;

守约一方发出终止通知：一方（即违约一方）严重违反本协议，且该等违反或违约在向违约一方发送书面通知后三十(30)日内未能予以纠正。在该等情况下，守约一方可以通过向违约一方发出终止通知立即终止本协议，但是，并不减损守约一方向违约一方针对先前的违约主张赔偿损失和损害的权利；

(b) By the other Party if a Party is liquidated or becomes bankrupt and unable to perform its obligations hereunder; or  
一方清算或破产，无法履行其在本协议项下义务，则由另外一方发出终止通知；

(c) If the Parties mutually agree to terminate this Agreement.  
双方一致决定终止本协议。

9.3 This Agreement will be terminated immediately after the delivery of the Termination Notice to the other Party. Any further rights or obligations of the Parties shall cease to be effective immediately after the termination hereof, however, any provision that

shall remain effective according to its nature shall survive the termination of this Agreement and remain in full force. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

本协议应在终止通知送达另一方后立即终止。双方后续的权利和义务在本协议终止后立即失效，但是根据其性质仍应有效的规定应在本协议终止后继续有效，并持续具有全面效力。本协议的终止并不影响双方截至终止之日已发生的权利、救济、义务或责任。

## **10. LIABILITY FOR BREACH** **违约责任**

10.1 Seller shall not be liable, in contract, tort or in any other way for:

卖方不应就以下损失承担责任，不管是基于合同、侵权或基于其他：

(a) Any loss arising from or in connection with loss of revenue, profits (whether direct or indirect), contracts or business or failure to realize anticipated savings or profits;

任何由于丧失营业额、利润（包括直接和间接利润）、合同或业务或未能实现预期结余或利润而产生的损失或与之相关的损失；

(b) Any loss of goodwill or reputation; or

任何商誉或声誉的损失；或

(c) Any indirect or consequential losses suffered or incurred by Buyer, arising out of or in connection with this Agreement and any of the actions or events contemplated within the Agreement or deriving from the sale of the Equipment pursuant to the Agreement.

因本协议及其规定的行为或事项、或依据其进行的设备销售而产生或与之相关的买方遭受或发生的任何间接或后果性损失。

10.2 The maximum aggregate liability of Seller in respect of any loss or damage suffered by the Buyer arising out of or in connection with this Agreement whether in contract or otherwise shall not exceed the amount of Price paid by Buyer in respect of the Equipment which is the subject of the claim.

就买方蒙受的所有因本协议而产生或与之相关的损失或损害，无论是基于合同或其他，卖方所承担的责任累计总额不应超过买方就作为索赔项下标的的设备所支付的价款金额。

10.3 In no event shall the Seller be liable for any damages to the Buyer arising out of sale of the Equipment, the handling, transportation, possession, or use of the Equipment, the quality, workmanship, material, design, or present, or future state of the Equipment, any hazard or defect in the Equipment, any failure of the Equipment to comply with any national or local government standards or regulations, any failure of the Seller to have given any warning or instruction concerning the Equipment, or the negligence of the Seller, and the Buyer unconditionally waives all claims for any such damages against the Seller.

在任何情况下卖方均不对设备的出售、操作、运输、占有或使用、或设备的质量、工艺、材料、设计、目前或将来的状态、或设备的任何危险或缺陷、设备不符合任何国家或地方政府标准或规定、或卖方未能就设备给予任何的警示或说明、或卖方的疏忽而产生的对买方的任何损害承担责任，且买方无条件的放弃就此类损害而对卖方提起任何权利主张。

- 10.4 The Buyer undertakes to defend and indemnify Seller and hold Seller harmless from and against any claim, demand, cause of action, liability, cost or expense (including legal fees) asserted against or incurred by Seller in connection with sale, removal, shipment or use of any purchased Equipment or a breach by the Buyer of this Agreement.

买方承诺，一切与所购设备的出售、搬运、装运或使用相关或因买方违反本协议，而导致卖方面临或遭受的任何权利主张、要求、起诉、责任或费用（包括法律费）等，买方承诺维护卖方不受该等主张的讼累，并向卖方支付赔偿，使之免受损害。

## **11. GOVERNING LAW AND DISPUTE RESOLUTION** **适用法律和争议解决**

- 11.1 The execution, effect, interpretation and performance of this Agreement and the resolution of any dispute hereunder shall be governed by laws of the PRC.

本协议的订立、效力、解释及履行及本协议项下争议的解决应适用中国法律。

- 11.2 The Parties agree that any dispute or controversy arising from or in connection with the execution and performance of this Agreement shall be resolved by the Parties through consultation. If the dispute fails to be resolved within thirty (30) Days of the notice from one Party requesting the consultation, either Party may submit it to the people's court at the location where Seller is registered/domiciled for litigation. The litigation fees shall be assumed by the losing Party.

双方同意，由于本协议的签署和履行而产生或与之有关的一切争议或纠纷均应在双方之间协商解决。若该争议无法在一方发出要求协商的通知后三十（30）日内解决，则任何一方可向卖方注册地/住所地人民法院提起诉讼。诉讼费用由败诉方承担。

## **12. NOTICES** **通知**

- 12.1 Any notices or other communications given to a Party under or in connection with this Agreement shall be writing and sent to the other Party either by post, email or fax to:

在本协议下向一方做出的或与本协议有关的通知或其他沟通应以书面方式做出，并通过邮件、电子邮件或传真按照下述联系方式发送给另一方：

**Seller:**  
**卖方:**

Address:  
地址:

For the attention of:  
收件人:

Tel.:  
电话:

Email:  
电子邮箱:

Fax No.:  
传真:

**Buyer:**  
**买方:**

Address:  
地址:

For the attention of:  
收件人:

Tel.:  
电话:

Email:  
电子邮箱:

Fax No.:  
传真:

- 12.2 The notice shall be deemed duly received: (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) one (1) Business Day after being sent

to the recipient by facsimile transmission or electronic mail; or (d) four (4) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient above.

通知在下述时间视为送达：(a)以专人递交的，在递交给收件方时；(b)通过信誉良好的次日达快递服务（费用预付）发送的，在发送给收件方后一（1）个营业日；(c)通过传真或电子邮件发送的，在发送给收件方后一（1）个营业日；(d)通过挂号信发送的，在发送给收件方后四（4）个营业日，但应提供回执、预付邮资并寄至收件方的上述地址。

### **13. MISCELLANEOUS** **其他**

13.1 Each of the Parties shall be responsible for its own taxes and fees incurred for its execution, delivery and performance of this Agreement.

双方应各自承担其各自签署、交付、履行本协议所产生的税费。

13.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorize any Party to make or enter into any commitments for or on behalf of the other Party.

本协议的目的不在于也不应视为在双方之间创设合伙或合资关系，或一方担任另一方的代理，或授权一方为或代表另一方作出或订立任何承诺。

13.3 This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the subject matter hereof.

本协议构成双方之间关于本协议主题事项的完整协议，取代双方之前就该主题事项达成的任何书面或口头协议、承诺、允诺、保证、陈述和备忘。

13.4 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

任何一方对于其在本协议或法律项下权利或救济的怠于行使或延迟行使不应被视为对于该等权利或救济或任何其他权利或救济的放弃，且不排除或限制进一步行使该等权利或救济或任何其他权利或救济；同样对于该等权利或救济的任何单一或部分行使也不应排除或限制对于该等权利或救济或任何其他权利或救济的进一步行使。

13.5 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto. Neither Party shall transfer or otherwise deal with its rights or obligations hereunder to any third party without the prior written consent of the other Party.

本协议应对双方具有法律约束力并为双方之利益而订立。未经另一方事先书面同意，任何一方不得向任何第三方转让或处置其在本协议下的权利或义务。

13.6 In the event that any of the provisions of this Agreement shall prove to be invalid or null and void, the remainder of the provisions shall not be affected thereby.

本协议中的任何条款被证明无效或失效的，其他条款不受影响。

13.7 No variation of this Agreement shall be effective unless it is in writing and executed by the Parties.

对本协议的变更应以书面方式做出并经双方签署方可生效。

13.8 This Agreement is executed in two (2) originals in English and Chinese respectively and each Party holds one (1) original. If there is any discrepancy between the two versions, the English version shall prevail.

本协议以中英文签署一式两份，双方各执一份。若两种语言文本有任何不一致，以英文版为准。

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(以下无正文)

**Schedule 1 Equipment**  
**附件 1 设备**



(The signature page)  
(签字页)

**IN WITNESS WHEREOF**, each Party has caused this Agreement to be executed by its duly authorized representative on the date first set forth above.

每一方已促使其正式授权代表于文首所载日期签署本协议，以昭信守。

**Liquidity Services Trading (Shanghai) Co., Ltd.**  
(seal)  
力狮贸易（上海）有限公司（盖章）

**buyer's full name**  
(seal)  
买方完整名称（盖章）

**Signature:**  
签名:

**Signature:**  
签名: