

# EQUIPMENT SALE AGREEMENT

## 设备出售协议

**THIS EQUIPMENT SALE AGREEMENT** (this **Agreement**) is entered into in [Suzhou] on [XX] 20[XX] by and between:

本设备出售协议(以下简称“本协议”)于 20\_年[ ]月[ ]日在[苏州市]由以下两方签署:

- (1) **XXX** (hereinafter referred to as the **Seller**) a limited liability company duly incorporated and registered under the laws of the People’s Republic of China(unified social credit code: [XXX]), having its registered address at [XXXX].

**XXX** (以下简称为“**卖方**”), 一家根据中华人民共和国法律设立登记的有限责任公司(统一社会信用代码为 **XXX**), 其注册地址为[XXXX].

- (2) **XXX** (hereinafter referred to as the **Buyer**) a limited liability company existing and organised under the laws of the People’s Republic of China (unified social credit code: [XXX]) having its registered address at [XXXX].

**XXX** (以下简称为“**买方**”), 一家根据中华人民共和国法律组建和存续的有限责任公司(统一社会信用代码为 **XXX**), 其注册地址为 [XXX].

In the following, the Seller and Buyer shall be individually referred to as a **Party** or collectively referred to as the **Parties**.

在下文中, 卖方与买方单独称为“一方”, 合称为“双方”。

## 1 Definitions

### 定义

In this Agreement:

在本协议中:

**Agreement** means this Equipment Sale Agreement and includes the Schedules;

协议指包括附件在内的本设备出售协议;

**Equipment** means the equipment and goods listed in Schedule 1;

设备指本协议附件 1 中列明的设备和物品;

**Days** means calendar days;

日指日历日；

**Price** means RMB [ ] (Renminbi [ ]) (including tax) representing the agreed value of the Equipment;

价款指 RMB (人民币) (含税)，代表设备的约定价格；

**Project Safety Agreement** means the Project Safety Administration Agreement signed on even date herewith by the Buyer and the Seller and attached as attachment 2;

项目安全协议指由买方和卖方于本协议同一天签署的项目安全管理协议，在此作为附件 2；

**RMB** means the lawful and circulating currency of the People's Republic of China.

人民币指中华人民共和国法定流通货币。

## 2 Sale of Equipment

### 设备的出售

2.1 The Seller agrees to sell, and the Buyer agrees to buy, the Equipment at the Price.

卖方同意根据约定价格出售、买方亦同意以约定价格购买设备。

2.2 The payment of the Price must be made in full within [Three (3)] Days after the execution of this Agreement. The payment of the Price must be received by the Seller before the Equipment is picked up and removed from the Seller's premises by the Buyer. Buyer shall pay 0.5% of the Price per day for overdue payment, if the delay exceeds for more than 10 days, Seller has the right to terminate the Agreement and collect penalty per Clause 7.

价款必须在本协议签署之日起三（3）日内全部支付。卖方收到价款前买方无权自卖方场地提取与搬离设备。逾期支付的，买方应按日支付 0.5% 的合同金额作为违约金，买方迟延超过 10 日的，卖方有权终止合同并按第 7 条约定收取违约金。

## 3 Pick-up and Removal of the Equipment

### 设备的提取与搬离

3.1 Subject to Buyer's full payment of the Price as provided in Clause 2.2 above, Buyer shall pick up and remove the Equipment from the Seller's premises at its own costs before the **20 (date)** or a later date as Seller may then agree in its sole discretion. Buyer shall provide Seller a written notice no later than [one] day before its actual access to Seller's premises for the pick-up and removal. The Equipment shall be deemed delivered by, the title therein, and risk of losses thereof passed from, the Seller to the Buyer on the earlier of such pick-up and removal date as so notified by the Buyer or another date when Buyer, with permission of Seller, actually accesses Seller's premises

for the pick-up and removal. Buyer shall complete the pick-up and removal within [ ] days save for the delay caused by Seller or due to a *force majeure* event.

以买方如上述 2.2 条约定支付全部价款为前提，买方应在 **20 年月日**，或由卖方届时自主另行确定的较晚的一个日期前，自费从卖方的场地提取与搬离设备。买方应在其实际进入卖方场地提取与搬离设备前提前至少【一】日书面通知卖方。设备、其所有权以及损毁的风险在买方通知的提取与搬离日或其经卖方允许实际进入卖方场地提取与搬离设备之日（以较早者为准）被视为由卖方交付、转移至买方。除非系卖方或不可抗力引起的迟延，否则，买方应在【】日内完成设备的提取与搬离。

- 3.2 The Buyer shall assume all risks of the pick-up and removal or other work to be performed by the Buyer on the Seller's premises (such as, but not limited to, dismantling, handling, or packaging of the Equipment). The Buyer will save 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 any manner connected with the performance of such work, and caused by the negligent or wilful act or omission to act of the Buyer or its employees. Buyer shall compensate Seller for its losses and damages caused thereby and the Buyer will at his own expense defend any and all actions based thereon and will pay all charges of attorneys and all costs and other expenses arising therefrom. The Buyer will not subcontract any portion of the work without prior written permission of the Seller.

买方应为提取与搬离设备以及须在卖方场地进行的其他工作（包括但不限于拆除、操作或包装设备）承担所有风险。买方应使卖方免于承担任何因开展该等工作产生的或与其相关的、且因买方或其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）、财产损失或第三方的损害（包括卖方及其员工、或买方）的所有责任、主张和要求，并对此向卖方承担赔偿责任。买方将自费对任何和所有基于上述原因而产生的诉讼进行抗辩，并支付所有的律师费和成本以及其他产生的费用。未经卖方事先书面允许，买方不得将工作的任何一部分进行分包。

## 4 Insurance and Safety Policy

### 保险与安全政策

- 4.1 The Buyer shall obtain insurance coverage satisfactory to the Seller to pick up and remove the Equipment from the Seller's premises. Such insurance shall include, without limitation, Employee's Compensation, Employer's Liability, and Public Liability (Bodily Injury, Property Damage, and Contractual Liability) in such amounts and with such companies as shall be satisfactory to Seller. The Buyer shall forward the corresponding certificates of insurance evidencing such coverage to the Seller before the commencement of the pick-up and removal of the Equipment.

买方应就从卖方场地提取与搬离设备购买令卖方满意的保险。保险应涵盖但不限于员工赔偿、雇主责任和公众责任（人身伤害、财产损失以及合同责任），保险的额度和承保的公司应符合卖方的要求。买方应在开始提取与搬离设备之前将证明涵盖上述保险范围的相应保险单证交付给卖方。

- 4.2 On the date of this Agreement, the Buyer has entered into a Project Safety Administration Agreement with the Seller attached as attachment 2, hereto (the **Project Safety Agreement**). The provisions of the Project Safety Agreement are hereby made an integral part of this Agreement and shall be equally binding upon the Parties. Buyer shall strictly follow the terms and conditions in the Project Safety Agreement as part of Buyer's obligation under this Agreement.

在本协议签订之日，买方与卖方即已签订了作为本协议附件 2 的项目安全管理协议（“**项目安全协议**”）。项目安全协议的条款将作为本协议不可分割的组成部分，对双方具有同等的约束力。作为本协议买方义务的一部分，买方必须严格遵守卖方项目安全协议中的要求。

## 5 No warranty

### 卖方的不保证声明

- 5.1 The Buyer acknowledges and understands that the Seller purchased the Equipment from a third party in the past for 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，该等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。

- 5.2 The Seller makes no warranty or representation whatsoever, express or implied, oral or written, concerning the Equipment. The Equipment is sold "AS IS" and WITH ALL FAULTS. The Seller makes NO WARRANTY to the Buyer as to the WORKING CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE of the Equipment. The description of the Equipment in Schedule 1 shall not constitute a warranty, but is only for the purpose of identification.

卖方不对设备做任何形式的保证或陈述，无论是明确的或是暗示的、口头的或是书面的。设备应按现状出售，且不保证没有瑕疵。卖方就设备的运行状态、适销性或特定目的适用性对买方不做保证。附件 1 中对设备的描述不应构成保证，而仅用于验明之目的。

- 5.3 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.

买方承诺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。

## 6 Limitation of liability and indemnity

### 责任与赔偿的限制

- 6.1 In no event shall the Seller be liable for any damages to the Buyer or to any other party 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 unqualifiedly 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、设备的操作、运输、拥有或使用、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或任何其他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诉讼主张。

- 6.2 The Buyer shall indemnify and hold the Seller harmless from any loss, damage, claim, cost or expense directly or indirectly arising from the inspection, testing, pick-up, sale, handling, transportation or use of the Equipment or arising from the Buyer's inability to use the Equipment either separately or in combination with any other equipment or for any other cause.

买方应赔偿并使卖方免于任何由于检查、测试、提取、出售、操作、运输或使用设备而产生的、或因买方无法单独使用或与其他设备连同使用设备而引起的、或任何其他原因造成的任何直接或间接损失、损害、主张、成本或费用。

## **7 Termination:**

### **终止**

Should the Buyer fail to pay the Price for the Equipment as set forth in Clause 2.2, or should the Buyer fail to pick up and remove, or complete the pick-up and removal of, the Equipment from the Seller's premises as set forth in Clause 3.1, or should the Buyer fail to perform the work per requirements in Project Safety Agreement, the Seller shall have the right collect 30% of the contract price as penalty, if such penalty is not enough to compensate all Seller's damages and losses Buyer shall pay for the balance. In addition to the foresaid, Seller has the right, at Seller's election and without prior notice to Buyer, and in addition to any other remedy or remedies provided by this Agreement or by law:

如果买方未能根据本协议第 2.2 条支付设备的价款，或未能根据第 3.1 条从卖方的场地提取与搬离或完成提取与搬离设备，或未能按照项目安全协议的要求工作，卖方有权收取合同金额 30% 的违约金，如前述违约金不足以弥补卖方因此产生的损失和费用的，买方还应补偿差额。此外，卖方有权不经事先通知买方而自行决定在不影响本协议或法律规定的任何其他救济外采取下列措施：

- (a) to terminate this Agreement; or

终止本协议；

- (b) to hold the Equipment at the risk and for the account of the Buyer; or

掌控设备，且由买方承担相应的风险和费用；

- (c) to deal with the Equipment, including but not limited to dispose or resell the Equipment at such price and under such other terms and conditions as Seller, in its sole discretion, shall deem appropriate, and to recover from the Buyer any price deficiency.

根据卖方自行决定且视为适当的价格和其他条款、条件将设备自行处理，包括不限于处置、转售给他人，且由买方补偿任何差价损失。

## **8 Taxes**

### **税负**

Each Party shall be responsible for all taxes which that Party is required to pay in accordance with the tax laws and regulations of the PRC.

各方应承担中华人民共和国税法规定要求其承担的所有税负。

## **9 Applicable Law**

### **适用的法律**

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

本协议应受中华人民共和国法律法规管辖与解释

## **10 Settlement of Disputes**

### **争议解决**

#### **10.1 Consultations**

##### **协商**

In the event a dispute arises from or in connection with this Agreement, the Parties may resolve such dispute through friendly consultations, or submit the dispute to the people's court at the location of Seller for final decision.

由本协议产生的或与其相关的争议，双方可友好协商解决，或将该争议提交卖方所在地的人民法院予以最终解决。

## **11 Miscellaneous**

### **其他**

#### **11.1 Entire Agreement**

##### **完整协议**

This Agreement and its Schedules constitute the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede all prior discussions, negotiations and agreements either oral or written between them.

本协议及其附件构成双方之间就本协议标的物的完整协议，且替代双方之前口头或书面的所有讨论、协商或约定。

#### 11.2 No Waiver

非弃权

Failure or delay on the part of either Party hereto to exercise any right, power or privilege under this Agreement, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof.

本协议任何一方未能或延迟行使本协议或与此相关的任何其他协议项下的任何权利、权力或权益，均不应作为对该权利、权力或权益的放弃；且任何单一或部分的行使任何权利、权力或权益均不应排除在未来对任何其他此类权利、权力或权益的行使。

#### 11.3 Amendments

修订

This Agreement shall not be changed orally, but only by a written instrument signed by both Parties.

本协议不得以口头方式进行修改，任何修改仅可通过双方签署的书面文件予以进行。

#### 11.4 Language

语言

This Agreement is written and signed by and between the Parties in both English and Chinese language. For any discrepancy between the two languages, the Chinese language version shall prevail.

本协议由双方用英语、中文书就和签署，两种语言具有同等效力。中英文有不一致的，以中文本为准。

#### 11.5 Counterparts

副本

This Agreement is written and executed in two (2) sets of originals. Each counterpart shall be deemed to be an original.

本协议一式二份，每一份副本均应视为一份原件。

#### 11.6 Effectiveness

生效

This Agreement shall become effective on the date of signature of this Agreement by the Parties.

本协议自双方签署本协议之日起生效。

11.7 Confidentiality

保密

This Equipment Sale agreement is governed by the Confidentiality Agreement attached as Schedule 3.

本协议受附件 3 的保密协议的条款的约束。

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed by affixing its corporate or contract seal on the date first set forth above.

鉴此，本协议每一方在本协议文首所载之日通过施盖其公章或合同章签署本协议。

**By:**

**By:**

**Company  
Seal:**

**Company  
Seal:**



Schedule 1 附件 1  
**List of Equipment**