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| 买方 (Buyer): 合肥维信诺科技有限公司 Hefei Visionox Technology Co., Ltd. 地址 (ADDRESS): 合肥市新站区新蚌埠路5555号 5555 Weiwu Road and Xinbengbu Road, Xinzhan High-tech Industrial Development Zone, Hefei, Anhui. 联系人 (CONTACT): 妮莎 邮箱 (EMAIL): nisha@visionox.com | 卖方 (SELLER): SPA ENGINEERING CORP. 地址 (ADDRESS): 38, Yeongcheon-ro, Dongtan-myeon, Hwaseong-si, Gyeonggi-do, Korea 18472 联系人 (CONTACT): CHO HYUN 邮箱 (EMAIL): hyun@sfa.co.kr |
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| 设备 Equipment | 规格、型号 Specifications/Model | 数量 Quantity | 单位 Unit | 单价 (美元) Unit Price (USD) | 总价 (美元) Total Amount (USD) | 交货期 Delivery Date |
|------------------------------|---|----------------|------------|--------------------------------|----------------------------------|--|
| 港湾式储存搬送装置 AMHS | AMHS改造, 以便应对新的生产需求。 AMHS modification, in order to meet the new production demand. | 1 | SET | 5,022,000.00 | 5,022,000.00 | 2023年06月15日前 Before June 15th, 2023 |
| 安装调试费 installation charge | | | | 78,000.00 | 78,000.00 | |
| 培训费 Training charge | | | | - | - | |
| 总金额 (Total Amount): | 伍佰壹拾万美元整 (USD 5,100,000.00 SAY: USD FIVE MILLION, ONE HUNDRED THOUSAND ONLY.) | | | | | |

订单条款 P/O Terms:
 1、上表中订单总价为买方向卖方支付的全部对价, 设备安装所用的专用工具和材料、约定的条件和消耗品等的价款应包含在内, 随同设备一并交付。
 The Total Amount provided in the table above is the total considerations offered by the Buyer to the Seller for the equipment, including the special tools and materials for installation, spare parts and consumables mentioned in the relevant P/O and/or contract, which shall be delivered together with the equipment.
 2、原产地 Origin of Product: 韩国 KOREA
 3、交货条件 Delivery Term: FOB 韩国釜山港 FOB: Port of BUSAN, KOREA
 4、运输方式 Freight: 海运班轮 by Sea, liner terms
 5、包装 Packing: 卖方必须保证该设备包装良好适合海运和陆运并能确保该设备安全无损地运抵安装地点。
 The Seller must guarantee that the equipment are packed properly for transportation by sea and by land, which result as the safe arrival of the Equipment at the destination without any damage or corrosion.

付款条件 Payment Terms:
第一次付款, 交货付款 PART A: Payment on Delivery
 买方应在出货前30天向卖方开具设备总金额 90% 的不可撤销跟单信用证。
 The Buyer shall open an Irrevocable Documentary Letter of Credit ("L/C") through the Buyer's bank covering 90% of the Equipment Value 30 days before delivery.
 买方指定银行在收到下面所列文件并确认无误后30天内, 向卖方议付设备总金额 90% 的货款。
 The Buyer's Bank is bound to make the payment equal to 90 % of the Equipment Value within 30 days after sight by receiving and confirming the following documents herein:
 1、2/3套可议付已装船清洁海运提单外加 2份副本, 收货人为空白或按指令, 注明“运费待付”、买方的详细名称和地址;
 2/3 set (including 2 non-negotiable copies) of clean on board ocean Bills of Lading made out to order and blank endorsed, marked Freight to Collect, indicating the Buyer with full name and address.
 2、100%设备总金额的形式发票, 4份正本, 注明合同编号;
 The Proforma Invoice covering 100% of the Equipment Value, in 4 originals, indicating the Contract number;
 3、90%设备总金额的手签商业发票, 注明装运标识、信用证号码、合同编号, 4份正本;
 Manually Signed Commercial Invoice in 4 originals for 90% of the Equipment Value, indicating the Shipping mark, the L/C number and Contract number;
 4、装箱单, 注明每箱的数量、毛重、净重、尺寸及标识等, 2份正本;
 Packing List/Weight Memo in 2 originals indicating Quantity, Gross Weight, Net Weight, Measurement and Marks of each package.
 5、原产国政府部门或卖方出具的原产地证明文件, 2份副本;
 The Certificate of Origin in 2 copies issued by the relevant authorities of original manufacturer's country or issued by the Seller.
 6、卖方和/或设备实际制造商签署的内部品质检验报告, 2份正本。
 Certificate of Quality in 2 originals indicating the inner quality inspection issued by the Seller and/or the original manufacturer.



7、买卖双方签署的初步验收证明书，证明产品符合合同约定的规定，2份副本；

Certificate of Initial Acceptance Test ("IAT") stating Initial Acceptance Results conforming to the stipulations of the Contract in 2 copies issued and signed by both parties.

8、由出口国商品检验机关出具贴有IPPC标识的木质包装熏蒸证书或非木质包装声明，2份副本；

Certificate of Wood Packing Fumigation in 2 copies certifying the Wood Packing Material have been stamped the IPPC mark issued by the Equipment Inspection Authority of Seller's country, or the Non-wood packing statement as required;

9、卖方出示证明文件，1份正本，1份副本，证明下列全套正本文件已经通过国际快递邮寄给买方：1/3套的原始提单、发票、装箱单、原产地证明、木质包装熏蒸证书或非木质包装声明，上述文件各提供一份正本，卖方还应提供上述文件邮寄的快递单，

1 original and 1 copy of 1 original and 1 copy of the Seller's certificate indicating that one set of original documents including 1/3 set of original B/L, Invoice, Packing List, The Certificate of Origin, Certificate of Wood Packing Fumigation or written statement of non-wooden materials all in 1 original have been sent to the buyer, and 1 copy of the courier receipt should be presented together with the negotiation documents.

10、出口国相关政府部门出具的可以出口合同设备的出口许可证或卖方出具的其他可以证明无需出口许可的声明，2份正本。

Export License approving export of the Contract Equipment issued by the relevant authorities of the Seller's country or a written statement indicating that such export license is not necessary issued by the Seller in 2 originals.

第二次付款：最终验收后付款 PART B: Payment on Final Acceptance Test

买方应在完成最终验收且收到卖方提供的如下单据并核对无误后30日内，以T/T方式向卖方支付设备总金额10%的款项。

The Buyer is bound to make the payment by T/T equal to 10% of the Total Contract Value within 30 days after the FAT and after receiving and confirming the following documents herein.

1、设备总金额10%的手签商业发票，注明装运标识、合同号，4份正本；

Manually Signed Commercial Invoice in 4 originals for 10% of the Equipment Value, indicating the Shipping mark and Contract number issued by the Seller.

2、买卖双方买方工厂签署的最终验收证明书，证明产品符合合同约定的规定，2份副本；

Certificate of FAT indicating FAT Results conforming to the stipulations of the Contract in 2 copies issued and signed by both parties in the Buyer's factory;

3、买、卖方签署的证明书，说明扣除的罚金、违约赔偿金。

Letter of Statement signed by both parties indicating the amount to be deducted for penalties and/or liquidated damages;

安装调试及培训费付款方式 (payment of Installation and Training charge)

买方应在完成安装调试及培训日收到卖方提供的如下单据并核对无误后30日内，以T/T方式向卖方支付USD 78,000的款项。

The Buyer is bound to make the payment by T/T USD 78,000 within 30 days after the Installation and after Training and confirming the following documents herein.

1、(劳务费100%金额)的手签商业发票，标注合同编号，2份正本；

Manually Signed Commercial Invoice in 4 originals for USD 78,000, indicating Contract number;

2、主管税务机关出具的证明对外支付项目已按规定缴纳各项税款的《服务贸易等项目对外支付税务备案表》。

The tax filing form for the external payment of services and other items that have been issued by the competent tax authorities for the payment of various taxes in accordance with the regulations.

备注 Remarks:

本订单是双方签订的设备采购合同(合同编号: HWT-HI1-23-0201)项下的采购订单，作为设备采购合同的附件，此订单一经双方法定代表人或授权代表签字或加盖公章或合同章即具有法律效力，若授权代表签字需提供相应授权书。具体设备清单、规格、交货等未尽事宜以设备采购合同为准。任何一方违反订单约定，另一方有权向违约方索赔造成的损失。如卖方交货延期，买方有权视情况取消订单。

Subject to the Equipment Purchase Contract (Contract NO.: HWT-HI1-23-0201) between the parties becoming effective, upon being signed or sealed by both parties, the P/O will become legally effective immediately. Specific delivery will be subject to equipment purchase contract signed by both parties. If the authorized representative signs, the corresponding power of attorney is required. If one party fails to fulfil the P/O terms, the other party has rights to claim the loss so incurred. The Buyer reserved the rights to cancel the orders in case of late delivery.

本订单以中英文两种语言编写，若中英文对P/O条款的理解出现分歧，以中文版为准。如本订单内容与设备采购合同内容有冲突的，以设备采购合同内容为准。

This P/O is made in both Chinese and English. In case of any discrepancy between the Equipment Purchase Contract and the P/O, the Equipment Purchase Contract's prevail.

本订单一式四份，买方持三份，卖方持一份，具有同等的法律效力。

This P/O is made in 4 (Four) copies, (3) for the Buyer, 1 (One) for the Seller. Each of the four copies is of equal legal effect.

买方 BUYER: 合肥维信诺科技有限公司 Hefei Visionox Technology Co., Ltd.

盖章 SEAL:



卖方 SELLER: SFA ENGINEERING CORP.

盖章 SEAL:

SFA Engineering Corp.

签署日期 DATE OF SIGNING: 2023年5月15日

Authorized Signature
President / C.E.O

