

采购框架协议

Purchase Framework Agreement

此采购框架协议（以下简称“**本协议**”）经必达（天津）家畜饲养设备有限公司（地址：天津市北辰区双原道 21 号）（以下简称“**必达公司**”）与（地址： 以下简称“**供应商**”）友好协商，正式签订。

This Purchase Framework Agreement (hereinafter referred to as “**the Agreement**”) is signed after friendly discussion, between and by Big Dutchman(Tianjin) Livestock Equipment Co., Ltd., having registered office in No21,Shuangyuan Road, Beichen Direct, Tianjin, China (hereinafter referred to as “**BD**”) and having registered office in (hereinafter referred to as “**the Supplier**”).

鉴于供应商是中国的产品制造商，能够生产必达公司欲采购的相关产品（以下简称“**产品**”）；

Whereas the Supplier is a Chinese product manufacturer and is able to manufacture certain products which will be purchased by BD (herein after referred to as the “**Products**”);

鉴于必达公司有意向供应商购买产品，同时供应商同意出售产品给必达公司，且双方同意建立长期的合同关系；

Whereas BD intends to buy Products from the Supplier and the Supplier agrees to sell Products to BD, and both parties agree to establish long term contractual relations;

因此，双方达成如下协议：

Therefore, both parties agree the followings:

一、采购和供货 Purchase and Supply

1.1 本协议是约定双方在中国境内就采购供应产品的权利及义务的基本法律文件。

The Agreement is the basic legal document to provide for rights and obligations of both parties as to purchase and supply of Products in the territory of China.

1.2 订单 The Purchase Order (“**the PO**”)

1.2.1 必达公司与供应商之间的每个具体交易应以订单的形式完成。本协议项下的订单应以书面形式出具，并应以信函、传真、电子邮件或双方确认的方式发至供应商在本协议中的地址后即视为有效订单。

Each transaction between BD and the Supplier shall complete in form of the PO. The PO under the Agreement shall be issued in writing, and be recognized effective after the PO is

sent to the address of the Supplier as set forth herein by letter, fax, and email or in a way confirmed by both parties.

1.2.2 供应商应在收到有效订单后的三个工作日内给予必达公司订单确认函（见附件一）。供应商认为无法按照有效订单的规定供货，供应商应于三个工作日内向必达公司发出书面通知告知无法供货。但若必达公司在订单发出后三个工作日内没有收到供应商的上述订单确认函或无法供货通知，则视为供应商已经确认并接受该有效订单。

The Supplier shall give BD a Confirmation to the PO (as the Appendix I hereto) within three business days upon the Supplier's receipt of the effective PO. In case the Supplier considers not enabling to supply in the light of the effective PO, the Supplier shall within three business days give a written notice to BD of such being unable to supply. If BD has not received any Confirmation to the PO or any notice of being unable to supply from the Supplier within three business days after sending the PO, it shall be deemed that the Supplier has acknowledged and accepted this effective PO.

1.2.3 必达公司有权根据每一具体交易内容对订单进行必要的改动或补充，从而形成实际供货的订单。供应商应依据必达公司的每一有效订单进行供货。

BD is entitled to make necessary modifications or supplementations to the PO on the basis of each transaction to form the virtual PO. The Supplier shall supply Products in accordance with each effective PO issued by BD.

1.3 供应商提出的任何与本协议有偏离的条款，应经必达公司明确书面同意，否则不产生约束力。必达公司已知悉供应商提出了对立或偏离本协议的条款但还是接受供应商产品的行为不表示必达公司已经同意了供应商的该对立或偏离本协议的条款。Any terms and conditions put forward by the Supplier which deviate from the Agreement may not be binding unless specifically agreed by BD in writing beforehand. Provided that BD is aware of terms and conditions presented by the Supplier which conflict with or deviate from the Agreement, and has accepted Products from the Supplier, BD may not be recognized to have accepted such conflicting or deviating terms and conditions from the Supplier.

1.4 本协议、订单及订单确认函构成双方采购供应交易的全部法律文件并对双方均有约束力。

The Agreement, the PO and Confirmation to the PO shall compose the complete legal documentation with respect to the transaction between the parties and shall be binding on both parties.

二、发货 Shipment

2.1 供应商应按照其已经确认的订单发货。该被确认的订单上规定的到货时间及交货地点分别称为“交货日”及“交货地点”。

The Supplier shall ship the Products in accordance with the PO confirmed by the Supplier. The arrival date and the place of delivery shown in the PO are referred to as “the **Arrival Date**” and “the **Place of Delivery**” respectively.

2.2 除非双方另有约定，供应商应自付费用以合理方式运送产品。供应商应在产品到达之前向必达公司发出适当通知以便其作相应的接货准备。

The Supplier shall ship the Products in reasonable ways at the Supplier's cost, except otherwise agreed by both parties. The Supplier shall give proper notices to BD prior to arrival of the Products in order for BD to prepare for receiving.

2.3 如果发生或将要发生使供应商无法在订单中规定的交货日交付产品的事件，供应商应立即将此事件以及产品最早到达日期以书面的形式，在原订单规定的交货日期前 5 个工作日通知必达公司。

If any event which makes the Supplier fail to deliver the Products on the Arrival Date as set forth in the PO has occurred or is to occur, the Supplier shall inform 5 business days earlier than the Arrival Date, in writing, BD of this event and the earliest arrival time of the Products.

2.4 依据订单交付的产品到达后，供应商应向必达公司或必达公司指定的收货人（以下简称“**收货人**”）提交一份交货清单，该交货清单应注明与所交付产品完全相同并能在产品铭牌中体现出来的产品序列号或出厂编号，必达公司将对此交货清单进行存档，并根据产品交付及接收日期确定产品是否在保质期内以便追溯产品质量问题。必达公司或收货人应就供应商依据订单交付的产品数量、种类、规格予以签收。但是此行为不得以任何方式被解释为必达公司或收货人已经接受或验收了这些产品，也不能被解释为对这些产品的质量表示认同。

When the delivered Products arrive in terms of the PO, the Supplier shall present to BD or the consignee appointed by BD (hereinafter referred to “the **Consignee**”) a shipping list, listing the product serial number or factory number that is identical to the product to be delivered and can be reflected in the product nameplate. BD will file the shipping list and determine whether the product is within the warranty period according to the product delivery and acceptance date, so as to trace the product quality problems. BD or the Consignee shall sign for quantity, variety and specification of the Products which are delivered by the Supplier in accordance with the PO. Nevertheless such signing for may not by all means be interpreted that BD or the Consignee has accepted or inspected the Products, or has acknowledged quality of the Products.

三、验收 Inspection and Acceptance

3.1 自依据订单交付的产品到达交货地点后，必达公司或必达公司委托收货人应对已交付产品进行验收。

BD shall inspect the delivered Products or the Consignee shall upon BD's authorization inspect the delivered Products after the Products arrive at the Place of Delivery in the light of the PO.

3.2 必达公司或收货人对交付的产品进行验收以确定该产品是否与订单规定的标准及本协议附件三《产品技术规格》中约定的具体指标相符。如果发现不相符产品，则必达公司有权拒收全部已交付的产品或拒收不符合标准的产品，并以书面形式要求供应商在特定时间内纠正不符合标准的产品中的缺陷，或以同一种类及同一数量的符合标准的产品替换不符合标准的产品。供应商应自付费用纠正已交付产品中的缺陷或替换不符合标准的产品。

BD or the Consignee shall inspect the delivered Products to ascertain if the delivered Products are in conformity with the norms as set forth in the PO. In case any non-conformity has been identified, BD shall be entitled to reject all delivered Products or the non-conforming Products, and to request the Supplier in writing to rectify defects of the non-conforming Products or to replace the non-conforming Products with the conforming Products in the same type and quantity within a specific time period. The Supplier shall rectify defects of the non-conforming Products or replace the non-conforming Products with the conforming Products at the Supplier's cost.

3.3 依据上述第 3.2 条由必达公司或收货人拒收的产品应由供应商自行保管并自费运回。

The Supplier shall take care of and return at the Supplier's cost the Products which are rejected by BD or the Consignee pursuant to Article 3.2 above.

3.4 在验收之后，必达公司或收货人应就符合标准并已接受的产品签发实收产品清单（见附件二）。此实收产品清单应对已交付产品、已验收产品及产品符合标准情况进行说明。

After inspection BD or the Consignee shall sign and issue a Products Acceptance List (as Appendix II) for the conforming Products which have been accepted. The Products Acceptance List shall contain the delivered Products, the inspected Products and the situation of the Products' conformity.

3.5 实收产品清单作为必达公司已接受按订单交付且符合订单要求的产品的表面证据。但是，若有关产品的质量在签发实收产品清单时尚不能被发现或全部发现或者有关产品的质量要通过一定的检测机构、检测设备才可以明确的情况下，必达公司仍有权要求供应商按照本协议的规定承担违约责任。

The Products Acceptance List is a prima facie evidence of BD having accepted the Products which are delivered pursuant to the PO and meet criteria of the PO. Nevertheless in the circumstances that certain quality problems are unable to be discovered or discovered entirely at the time of issuance of Products Acceptance List, or are unable to be identified except through the specific inspection institute or equipment, BD shall be entitled to demand the Supplier to bear the liabilities of breach of the Agreement.

3.6 在必达公司或收货人依据上述第 3.4 条规定出具实收产品清单后，供应商应依据中国有关法律法规就已验收确认的产品向必达公司出具增值税发票。除非双方另有约定，该发票上的总价应为已验收确认产品之价格。

Purchase Framework Agreement

After BD or the Consignee issues the Products Acceptance List pursuant to Article 3.4 above, the Supplier shall in accordance with the relevant PRC laws and regulations, provide BD the value added tax invoices as to the accepted Products upon inspection. Except otherwise agreed by both parties, the value of the invoices shall be the price of the accepted Products upon inspection.

四、价格及付款方式 Price and Payment Terms

4.1 除非双方另有书面约定，订单价格应为“门到门”价格，即应包括将产品送到交货地点的最后一个门口产生的所有费用，包括但不限于包装、运输、保险以及装卸，以及按中国有关法律法规要求对此销售行为征收的各项税收费用。

Except otherwise agreed by both parties in writing, the price on the PO shall be a door-to-door price which contains all charges generating from Products shipment to the last door at the Place of Delivery, including but not limited to charges of packing, transportation, insurance and loading and unloading, and taxes imposed in accordance with the pertinent PRC laws and regulations.

4.2 必达公司收到供应商按照上述第 3.6 条提供的增值税发票后，经过必达公司核对发票金额与收货状态完全一致，会于收到发票日期后 30 天付款，并于每月的 15 日或 25 日为付款日。

Upon BD's receipt of the relevant value added tax invoices provided by the Supplier in term of Article 3.6, after BD confirms that invoice value is completely consistent with the state of the receiving goods, BD shall make the payment in 30 days after the date of receipt of invoice. 15th or 25th of each month is payment date of BD.

4.3 双方将参考本协议项下产品的原材料基础价格及其浮动范围，通过协商方式调整相应产品的价格，具体调整机制如下：

Both parties will adjust the price of corresponding products through negotiation with reference to the basic price of raw materials and its floating range under this agreement. The specific adjustment mechanism is as follows:

4.3.1 如某项原材料占据相应产品总成本的【 】%以上的，该原材料为相应产品的主要原材料，双方同意参考主要原材料浮动范围调整产品价格。主要原材料及其基础价格明细如下：

主要原材料名称、型号： ；

主要原材料基础价格： RMB/ton；

主要原材料基础价格的有效浮动范围： % ；

主要原材料价格来源：参考第三方平台 发布的价格。

If a raw material accounts for more than []% of the total cost of the product, the raw material is the main raw material of the corresponding product. Both parties agree to adjust the product price with reference to the floating range of main raw materials. Details of main raw materials and their basic prices are as follows:

Name and model of main raw materials: ；

Basic price of main raw materials: RMB / ton;

Effective floating range of basic price of main raw materials: %;

Price source of main raw materials: refer to the price published on the third-party platform of [].

4.3.2 本协议履行过程中，在每个日历季度的最后【 】天内相应主要原材料在第三方平台的平均收盘价格为现价，与主要原材料基础价格进行比对。主要原材料现价在上述有效浮动范围内波动的，对应产品价格不作调整；主要原材料现价超出上述有效浮动范围的，双方启动协商程序，并根据协商结果调整对应产品供货价格和/或其主要原材料基础价格。

During the performance of this agreement, the average closing price of corresponding main raw materials on the third-party platform in the last [] days of each calendar quarter shall be deemed as the current price, which is compared with the basic price of main raw materials. If the current price of main raw materials fluctuates within the above effective floating range, the corresponding product price will not be adjusted; If the current price of main raw materials exceeds the above effective floating range, both parties shall start the negotiation procedure and adjust the supply price of corresponding products and / or the basic price of main raw materials according to the negotiation results.

4.3.3 本条约定构成双方调整价格的完整、唯一机制，某次价格调整后至下一个价格调整期前，任何一方不得以原材料临时上涨/下跌为由要求调整产品价格。

This article constitutes a complete and unique mechanism for both parties to adjust the price. Neither party shall require to adjust the product price on the grounds of temporary rise / fall of raw materials before the next price adjustment period.

五、质量保证 Guarantee of Quality

5.1 供应商保证产品系采用最好的材料、一流的工艺制造并未经使用过的全新产品，其质量规格符合本协议附件三《产品技术规格》中约定的具体指标，并符合订单及所附的图纸或其它文件所规定的质量，规格和性能要求。

The Supplier guarantees that the Products are made of the best material, with first class workmanship, brand new and unused, and comply in all respects with the quality, specifications and performance as stipulated in the PO and its attached drawing or other documents.

5.2 供应商在发运前应对产品进行严格全面检测，包括质量、规格、性能、数量和重量，并出具证书以保证产品符合订单规定。该证书属于供应商应提供单据的一部分。

The Supplier shall, before delivery, make a precise and comprehensive inspection of the Products with regards to the quality, specification, performance, quantity and weight, and issue a certificate certifying that the Products are in conformity with the PO. The certificate shall be part of documents provided by the Supplier.

5.3 必达公司有权享受法定的质量保证，且有权要求去除次品或是由供货商提供用于更换的产品。在这种情况下供货商应承担所有涉及去除次品或更换产品而产生的

费用，包括但不限于必达公司接收及运输更换产品的费用。必达公司对该未履行部分的赔偿权利将不受影响。

BD shall be entitled to statutory quality warranties, and be entitled to demand removal of Products with defects or replacement by the Supplier of Products with defects at BD's discretion. In this case the Supplier shall bear all the necessary expenses resulting from removal or replacement, including but not limited to the expenses of BD's receipt and transportation of the replaced Products. The right of BD to claim compensations on account of this non-fulfillment shall remain expressly unaffected.

5.4 如必达公司发现在已交付产品中有任何隐蔽性缺陷则应及时将该缺陷通知供应商。供应商应及时纠正该缺陷或替换该缺陷产品，否则必达公司仍有权要求供应商按照本协议的规定承担违约责任。

Provided that BD discovers hidden defects in the delivered Products, BD shall inform the Supplier of such defects in a timely manner. The Supplier shall correct such defects or replace such defected Products in no time; otherwise BD is entitled to demand the Supplier to bear the liabilities of breach of the Agreement.

5.5 供应商在本协议项下向必达公司供应的产品的品质规格必须符合必达公司要求，其质保期为交付至交货地点且必达公司验收合格后接收产品之日起 12 个月。质保期内由于产品质量缺陷导致故障的，供应商应按必达公司的要求免费维修或更换，因此导致的损失由供应商承担；质保期外产品质量问题，供方负有维修义务，费用双方协商承担。

The quality specifications of the products supplied by the supplier to BD under this agreement must meet the requirements of BD, and the warranty period is [36] months from the date of delivery to the delivery place and acceptance by BDA. In case of failure due to product quality defects during the warranty period, the supplier shall repair or replace it free of charge according to the requirements of BDA, and the losses caused thereby shall be borne by the supplier; In the case of product quality problems outside the warranty period, the supplier shall be responsible for maintenance, and the expenses shall be borne by both parties through negotiation.

六、产品责任豁免及第三方责任保险保护 Product Liability Exemption and Third Party Liability Insurance Protection

6.1 供应商应使必达公司免除由第三方提出的任何由产品导致的损害赔偿。

The Supplier shall be obliged to exempt BD from any damage claims made by third parties attributable to the Products.

6.2 供货商有责任投保产品责任险，保单金额足以涵盖个人伤害和财产损失。

The Supplier shall be obliged to maintain a product liability insurance policy with an insured sum sufficient to cover personal injury and damage to property.

七、包装 Packing

7.1 供应商应按订单中规定的包装标准或必达公司发放的包装规范对产品进行包装。如果在订单和必达公司发放的包装规范中没有规定，则应按照国家或行业包装标准对产品进行包装。

The Supplier shall pack the Products in accordance with the packing standard as stated in the PO or the packing norms issued by BD. If no specific packing standard is provided for in the PO, the Supplier shall pack the Products following the China national or industrial packing norms.

7.2 产品表面应保持干燥，无灰尘及毛刺。包装应适于长途运输及气候的变化，防潮防振。供应商应对由于采用不适当包装或保护措施而发生的费用及产品损失负责。The Products shall be with a dry surface, free of dust and burrs. The packing shall be suitable for long distance transportation and change of climate, and moisture-proof and shockproof. The Supplier shall be liable for any expenses and damages of the Products incurred on account of improper packing or improper protective measures taken by the Supplier.

7.3 供应商应根据相关法律法规在提供的产品包装上准确加注所有必要的标记、标识或其他信息。

The Supplier shall accurately indicate on the Products all necessary labels, identifications or other information in accordance with the relevant laws and regulations.

八、产权保留、零配件的供给及商业秘密 Retention of Title, Provision of Parts and Trade Secrecy

8.1 在必达公司提供零配件给供应商的情况下，必达公司将保留该零配件的所有权。供应商对零配件所进行的加工或混合须经必达公司同意。如果必达公司拥有所有权的零配件与其它不属于必达公司的物品共同加工或混合，那么必达公司应按照必达公司的零配件价值（即：采购价格加增值税）在加工或混合时所占货值比例对经加工或混合的新产品享有共同所有权。

Insofar as BD makes parts available to the Supplier, BD shall reserve the right of ownership thereof. The Supplier shall obtain consents from BD before processing or mixing of the parts which are owned by BD. If the parts which are owned by BD are processed or mixed together with other objects which are not owned by BD, BD shall acquire joint ownership to the new item in the proportion of the value of BD's parts (i.e. purchase price of the parts plus VAT) to that of the other items processed or mixed at the time of processing or mixing.

8.2 供应商应对必达公司提供的图表、图纸、计算结果以及其它文件和资料严格保守秘密。没有必达公司的明确书面同意，这些文件资料不能透露给第三方。该秘密的保守职责即使在本协议终止后仍然持续适用，只有在这些图表、图纸、计算结果和其它文件中包含的制造知识成为一般通用知识后，该职责才不再适用。

The Supplier shall observe strictly confidential obligations with regard to all diagrams, drawings, calculations and other documents and information received from BD. These

documentation and information may not be disclosed to third parties without express and written consent from BD. The obligation shall survive even after termination of this Agreement, and shall cease to exist only if and insofar as the manufacturing knowledge contained in the diagrams, drawings, calculations and other documents becomes general knowledge.

8.3 没有必达公司的书面许可，供应商不能销售、赠予或转让根据必达公司的特定要求生产的全部或部分产品给任何第三方。

Without BD's express consent in writing, the Supplier may not sell, donate or transfer to any third parties all or part of the Products which are made on the basis of specific requests from BD.

九、违约责任 Breach Liabilities

9.1 如果供应商未能按订单规定的到货日完成交货，延迟超过 3 天以上的，每延迟一天供应商应按订单总金额的 0.5%向必达公司支付违约金，总金额不超过订单总值的 10%。如果供应商延迟 7 天以上（含 7 天）交货，必达公司有权撤消此订单，供应商无权要求索赔损失或对已生产完毕但未发货部分产品的付款，同时供应商仍须支付上述违约金。

If the Supplier fails to deliver the Products on the Arrival Date in the PO, and such failure extends more than 3 days, the Supplier shall pay liquidated damages to BD at the rate of 0.5% of the PO value per day, not exceeding 10% of the total value of this PO. In case the delay is more 7 days (inclusively) than stipulated time in the PO, BD may cancel this PO. The Supplier may not claim damages, or payment for the finished but undelivered Products, and the Supplier shall be obliged to pay the aforesaid liquidated damages to BD without delay.

9.2 在产品抵达交货地点后 60 天之内，如果发现质量、规格或数量与订单规定不符，除非属于保险公司或运输公司的责任，必达公司可依据自己的判断要求供应商修理、更换、重做产品，或退货、减少价款，或要求供应商按上述第 9.1 条向必达公司支付违约金。因该不符合订单要求的交货所导致的直接损失和相关费用，包括但不限于检测费、产品回运及更换所产生运费、保险费、仓储费、装卸费等应由供应商承担。如果供应商在必达公司发出上述索赔请求后 30 天内未给予回复，则视为供应商已接受必达公司的索赔请求。

Within 60 days after the arrival of the Products at the Place of Delivery, should the quality, specifications, or quantity be found in non-conformity with the stipulations of the PO, except liabilities of the insurance company or the forwarder, BD may at BD's discretion, request the Supplier to repair, replace, remake or return the Products, or deduct prices of the Products, or demand the Supplier to pay to BD liquidated damages in accordance with the Article 9.1 above. The direct losses and all the pertinent expenses resulting from such non-conformity, including but not limited to inspection charges, freight for returning and replacing the Products, insurance premium, storage, loading and unloading charges, etc. shall be borne by the Supplier. If the Supplier fails to reply to BD within 30 days after BD's

issuance of the aforesaid claim request, the claim shall be reckoned as having been accepted by the Supplier

十、不可抗力 Force Majeure

在供应商制造或装运过程中，如果发生如罢工、火灾、洪水、地震等不可抗力事件而导致供应商延迟发货或不能发货，供应商不承担责任。供应商应在不可抗力事件发生后立即通知必达公司并于随后的 14 天内以邮件形式寄给必达公司由不可抗力发生地法定机构出具的不可抗力证明。如果该不可抗力事件持续 2 周以上，必达公司有权撤消订单。

The Supplier shall not be responsible for the delay in shipment or non-delivery of the Products due to the force majeure events, such as work disputes, fire, flooding, earthquakes, etc. which may occur during the process of manufacturing or loading or transportation. The Supplier shall advise BD immediately on the occurrence mentioned above and within fourteen days thereafter, the Supplier shall send by airmail to BD a certificate of the force majeure events issued by the competent authorities where the force majeure event occurs as evidence thereof. In case the force majeure event lasts for more than two weeks, BD may cancel the PO.

十一、信息交流 Information Exchange

供应商将定期向必达公司通报其发展状况，包括但不限于生产进度、质量改进、价格变化等等。

The Supplier shall keep BD informed, on a periodical and on-going basis, of the Supplier's developments including but not limited to, production schedule, quality improvements, price changes, etc.

十二、争议解决 Dispute Settlement

双方如对本协议有争议，应友好协商解决。如果协商未能达成协议，则应提交至中国国际经济贸易仲裁委员会天津国际经济金融仲裁中心，按照该机构的规则和程序进行仲裁。该仲裁结果最终结果，双方应共同遵守。

The parties shall settle any dispute of the Agreement by friendly consultations and negotiations. In the event that no agreement can be reached through such consultation, the dispute shall be submitted to the China International Economic and Trade Arbitration Commission Tianjin International Economic and Financial Arbitration Center in accordance with its rules and procedures. The arbitral award shall be final and binding upon both parties. The arbitration costs shall be borne by the losing party.

十三、本协议自签订之日起有效期 1 年。本协议将在到期后自动延期，除非一方至少提前一个月通知另一方不再续签本协议。本协议构成双方对采购产品合作事宜的唯一、最终安排，并取代双方此前达成的一切书面或口头的协议、意向等。

Purchase Framework Agreement

This Agreement shall be valid for a period of 1 year from the date of signing. The Agreement shall be extended automatically with the same terms and conditions unless either party notifies the other of its intention not to renew the agreement at least one month before its expiry. This Agreement constitutes the only and final arrangement for cooperation in purchasing products between both parties and supersedes all previous written or oral agreements and intentions reached by both parties.

十四、本协议使用中英两种文字编制，如有任何冲突，以中文为准。

This Agreement is made in both Chinese and English. Should there be any contradictions, the Chinese version shall prevail.

十五、本协议附件作为本合同不可分割的组成部分，与协议正文一样具有法律效力，本协议附件包括：

As an indivisible part of this contract, the annexes to this contract shall have the same legal effect as this contract, annexes to this contract include:

附件一：订单确认函

Appendix I: Confirmation to the PO

附件二：实收产品清单

Appendix II: Products Acceptance List

附件三：《产品技术规格》

Appendix III: Product Specifications

附件四：反商业贿赂承诺书

Appendix IV: Letter of commitment against commercial bribery

必达（天津）家畜饲养设备有限公司

日期 Date

日期 Date

附件一：订单确认函

Appendix I: Confirmation to the PO

Purchase Framework Agreement

Big Dutchman (Tianjin) Livestock Equipment Co. Ltd
No. 21 Shuang Yuan Rd., 300400 Tianjin, China
Phone: +86 (22) 2697-0158 - Fax: +86 (22) 2696-3239
E-Mail: bigdutch@public.tpt.tj.cn
Internet: www.bigdutchman.com

FAX: 0049444780154411

Office address
Big Dutchman Tianjin
Beichen Eco. Developm. Zone
300400 Tianjin - China

Tianjin

BD (Tianjin) Livestock Equipment Co. Ltd - 300400 Tianjin - China

Supplier name
Supplier address

Del. address:
Big Dutchman Tianjin
Bei Yang Ti Dong, Yin He
Bridge
Jing Jin Road, Beichen District
300400 Tianjin

Purchase order

Supplier No. :
Order date :
Date of delivery :

XXXXX

XXXXX
Year/m/day
Year/week

Phone: 0049044478010

Page 1 (First page)

Our reference : R. Yin (3243)
Delivery conditions : EXW (ex works)
Dispatch type : by container
Payment conditions : Net 60 days

PO for order 1846424 - luohu shuanghui

!! Attention !!!

All goods have to be delivered only on thoroughly BARK FREE packaging material that, DIFFERING to the ISPM 15 standard, is not only de-barked, but thoroughly bark free. For further information please visit www.biosecurity.govt.nz and www.affa.gov.au.

Article No.	Pos. Description	Quantity	Ut	Price By	Total price DG
XC-XC-XXXX10	Article Description	X	PC	XXXX	XXXX

Order No.: X-XXXXXX Country: China (Chinese simpl.)

Sum: CNY

XXXXX

For orders our terms and conditions of purchasing shall apply.
Production have to be done only according to the current drawing number and valid revision.

Goods receiving time: Monday - Wednesday: 08:30h - 16:30h
Tel nr at logistic department in BD Tianjin: 0086-22-86905972 or 86905991

Big Dutchman (Tianjin)
Livestock Equipment Co. Ltd
No. 21 Shuang Yuan Road
Beichen Eco. Developm. Zone
300400 Tianjin, China

Account No. in USD: 273960048428
Account No. in EUR: 275260048428

Bank: Bank of China, Tianjin-Branch
S.W.I.F.T. Code: BKCH CN BJ 200
Bank code: 271 360 048 424

备注：订单确认函需由

Note: Confirmation to the PO shall

1. 供应商在采购订单上签字及加盖公章/signed or stamped in the PO
2. 供应商在采购订单上注明自己的订单确认号/
3. 供应商在采购订单上注明确认回传的日期。

Purchase Framework Agreement

附件二：实收产品清单

Appendix II: Products Acceptance List

Packing list									
Supplier/Exporter					No.Date of Invoice				
					L/C No &Date				
Consignee: Big Dutchman (Tianjin) Livestock Equipment Co.,Ltd No 21,Shuangyuan Road Beichen Economic Development Area 300400 Tianjin People's Republic of China					Remark				
Notify Party									
Kind f package, Description of Goods, Marks and Numbers, Container No/Seal No					Quantity	N/wight(kg)	G/weight(kg)	Measurement	
1	xx-xx-xxxx	the name of Goods			??	??/	?/	L / W /H	
2									
3									
4									
TOTAL		PLTS Quantity			???	?????			
SIUGNED BY:									

附件三：《产品技术规格》

Appendix III: Product Specifications

附件四：反商业贿赂承诺书

Appendix IV: Letter of commitment against commercial bribery

反商业贿赂承诺书

Letter of commitment against commercial bribery

必达（天津）家畜饲养设备有限公司：

Big Dutchman (Tianjin) Livestock Equipment Co., Ltd:

为制止商业贿赂行为、维护双方共同的合法权益，确保贵我双方商业合作关系健康有序进行，现本公司向贵公司郑重承诺如下：

In order to stop commercial bribery, safeguard the common legitimate rights and interests of both parties and ensure the healthy and orderly business cooperation between you and us, our company hereby solemnly promises to you as follows:

一、本公司(含本公司员工，下同)承诺并保证，绝不会直接或间接提供、给与、支付、承诺支付或授权支付：(i) 现金贿赂；或(ii) 红包、礼金、回扣、现金券、超市卡、有价证券(包括债券、股票等)、实物(包括各种高档生活用品、奢侈消费品、工艺品、收藏品等，以及房屋、车辆等大宗商品)等财物；或(iii) 以出借名义供占有使用财物；或(iv) 免费旅游、免费娱乐、减免债务、提供借款和担保、安排中奖等财产性利益，以及就学、荣誉、特殊待遇、介绍亲人到乙方工作等非财产性利益；或(v) 其它任何不正当利益等方式，诱使贵公司及其关联方之董事、经理、员工、代理人或代表等人员与本公司签订协议或达成交易或为任何不当之影响。

1. Our company (including the employees of our company, the same below) promises and guarantees that it will not directly or indirectly provide, give, pay, promise to pay or authorize payment of the following items to induce the directors, managers, employees, agents or representatives of your company and its related parties to sign agreements or conclude transactions with our company or for any improper influence.

(i) cash bribery; Or (ii) property such as red envelopes, gifts, rebates, cash coupons, supermarket cards, marketable securities (including bonds, stocks, etc.), physical objects (including all kinds of high-end daily necessities, luxury consumer goods, handicrafts, collectibles, as well as bulk commodities such as houses and vehicles); Or (iii) property for possession in the name of lending; Or (iv) free travel, free entertainment, debt relief, provision of loans and guarantees, arrangement of winning prizes and other property interests, as well as non-property interests such

Purchase Framework Agreement

as schooling, honor, special treatment, introduction of relatives to work;
Or (v) any other improper interest.

二、本公司同意，若有贵公司及其关联方之董事、经理、员工、代理人或代表等人员以任何明示或暗示的方式向其索取、要求或要求承诺双方合同、订单或交易明确约定之外的任何不正当之利益，本公司应予以拒绝并应立即书面告知贵公司，并提供相关证据，为贵公司核查相关事实提供有利条件。

2. Our company agrees that if any director, manager, employee, agent or representative of your company and its related parties requests or requires commitment to any improper interests other than those expressly agreed in the contract, order or transaction of both parties in any express or implied way, our company shall refuse and immediately notify you in writing and provide relevant evidence for your company to verify relevant facts.

三、本公司如有任何违反本承诺书之行为，贵公司有权立即书面通知本公司单方解除双方签订的任何业务合同并终止与本公司的一切商业合作关系。我公司在收到贵公司解除合同通知后三天内无条件清理出场，并赔偿贵公司因此受到的一切损失。

3. If our company violates this letter of commitment, your company has the right to notify our company in writing immediately to unilaterally terminate any business contract signed by both parties and terminate all business cooperation relations with our company. Our company will unconditionally clean up and leave the site within three days after receiving your notice of termination of the contract, and compensate you for all losses incurred.

四、本承诺书一经做出即具有法律效力并长期有效，不因双方合作终止而停止执行。

4. Once made, this letter of commitment shall have legal effect and long-term validity, and shall not be suspended due to the termination of cooperation between both parties.

承诺人：

Promisor:

承诺时间： 年 月 日

Commitment time: