

采购框架合同

Purchase Framework Contract

供方：
(以下简称供方)

签订地点：

Supplier:
(Hereinafter "the Supplier")

Signed at:

需方：林帕克包装(常州)有限公司
(以下简称需方)

签订时间： 2013 年 03 月 05 日

Customer: LINPAC Packaging (Changzhou) Co., Ltd.
(Hereinafter "the Customer")

Signed on: March 5, 2013

依据《中华人民共和国合同法》的有关规定，供、需双方本着平等、互惠互利原则，经协商一致，就需方向供方采购、供方向需方供应产品签订本合同。

In accordance with relevant provisions of the Contract Law of the People's Republic of China, upon negotiation in good faith and on the basis of equality and mutual benefit, the Supplier and the Customer enter into this Contract in respect of the purchase of products by the Customer from the Supplier.

一、供货方式及交货周期：

I. Supply Process and Delivery Cycle

1. 由需方以电话，邮件或传真方式向供方下达采购信息，供方传真对应的销售合同。同时供方按照订单要求提供产品。

1. The Customer will send purchase intent to the Supplier by telephone, mail or fax, and the Supplier will fax a sales contract accordingly, and supply products in accordance with order requirements.

2. 需方在收到供方的销售合同或销售订单后应回传确认函（合同），如有任何问题必须在两个工作日（内书面通知需方，否则视为默认。

2. Upon the receipt of a sales contract or sales order from the Supplier, the Customer shall reply with a confirmation (contract). In case of any problem, the Supplier must notify the Customer within two working days, otherwise the Supplier shall be deemed to have accepted.

3. 需方有权根据自身生产计划的变更以及供方产品的供货质量、采购订单的执行情况、售后服务质量等条件对供方的供货品质及数量进行及时调整，供方有义务积极予以配合。

3. The Customer shall have the right to make timely adjustments to the supply quality and quantity of the Supplier based on actual changes in its own production plan, quality of the products supplied by the Suppliers, performance of purchase order, and quality of after-sale services; the Supplier shall be obliged to actively cooperate with such adjustments.

4、交货期以双方协商后确定的交货期为准。

4. Actual delivery cycle shall be subject to the delivery cycle confirmed by both parties upon negotiation.

二、产品的质量要求和品质保证：

II. Product Quality Requirements and Quality Guarantee

1. 供方应按需方认可的产品供货，严格遵循双方签订的对应产品的质量标准书供货。

1. The Supplier shall supply products in accordance with the samples accepted by the Customer, and in strict conformity with the quality specifications signed by both parties for relevant products.

2. 供方需严格按照经需方认可的质量和技术规格要求生产和供应产品；如有任何改变，需方负责提前通

知供方更新有关信息等，供方积极跟进相关的变化，严格按照需方更新后的有关信息积极履行。

2. The Supplier shall produce and supply products in strict conformity with the requirements of the quality and technical specifications accepted by the Customer; in case of any change, the Customer shall notify the Supplier with relevant information updates in advance, and the Supplier shall follow on and actively implement the relevant change in strict compliance with the information updates provided by the Customer.

3. 供方应保证所生产或供应的产品均符合有关环保法规要求及国家标准、行业标准，且应符合需方认可的质量和规格要求。

3. The Supplier shall guarantee that all the products produced or supplied by the Supplier meet the requirements of relevant environmental protection regulations and national standards and industrial standards, and also meet the requirements of the quality and technical specifications accepted by the Customer.

4. 供方应保证所使用的原材料符合需方要求，对未曾使用过的原辅材料的变更，必须提前书面报需方确认后方可使用。

4. The Supplier shall guarantee to use raw materials that meet the requirements of the Customer; in case of any raw or auxiliary material which has never been used before, the Supplier must notify the Customer in writing in advance, and may use such material only after it is confirmed by the Customer.

5. 供方应建立有效的质量保证体系以满足需方要求，需方有权随时对此进行检查考核。

5. In order to meet the requirements of the Customer, the Supplier shall establish an effective quality assurance system. The Customer shall have the right to inspect and assess such system at any time.

6. 供方供货前应严格按照要求自检，其检测项目不得少于需方所规定的进货检测项目，并有检验报告。

6. The Supplier shall conduct self-testing (the number of self-testing items shall not be fewer than the incoming test items prescribed by the Customer) in strict conformity with relevant requirements prior to delivery, and shall produce a test report accordingly.

7. 对需方提出的质量问题和要求整改意见，供方必须及时解决和整改，若在需方规定期限内未得到解决和整改，需方有权停止供方供货。

7. The Supplier must timely resolve and correct any quality problem or corrective suggestion proposed by the Customer. If the Supplier fails to resolve and correct relevant problem within the prescribed period, the Customer shall be entitled to suspend the supply qualification of the Supplier.

三、包装要求：

III. Packaging Requirements

供方须按需方要求定量包装，并在外包装上标识物料名称、材质、型号、规格、数量等，包装物应适应装卸、长途运输，符合防潮、防震、防尘要求，因包装、运输不当引起的锈蚀、损坏等由供方负责。

The Supplier must carry out quantitative packaging according to the requirements of the Customer, and indicate material name, quality, model, specification and quantity on the external package. Packaging materials should be easy to handling and long-distance transportation, and meet damp-proof, shock-proof and dust-proof requirements. The Supplier shall be responsible for any corrosion or damage caused by improper packaging or transportation.

四、交货地点及运输费用承担：

IV. Place of Delivery and Transportation Expenses

1. 交货地点：需方工厂

1. Place of delivery: the Customer's factory

2. 运输费用：供方承担

2. Transportation expenses: borne by the Supplier

五、价格及付款方式:

V. Price and Term of Payment

1. 价格构成:

1. Price Formation

供、需双方均应不断改进, 通过提高质量与效率来降低成本及价格, 并让利给最终客户, 双方确认努力保持这种降低成本的趋势。

Both the Supplier and the Customer shall make continuous improvements in quality and efficiency to reduce cost and price to benefit final customers. Both parties agree to strive to maintain this trend of cost reduction.

2. 供、需双方同意在本合同明确的交货条件及付款条件下, 共同遵守经买卖双方协商确定后的价格。

2. The Supplier and the Customer agree to be commonly bound by the price negotiated and confirmed by both parties under the specific delivery conditions and term of payment of this Contract.

3. 付款条件和付款方式: 需方收到供方开具的发票六十天内支付货款, 付款方式原则上采取电汇方式。

3. Condition and Term of Payment: The Customer shall make payment for goods within 60 days after receipt of invoice from the Supplier; in principle, payment should be made by T/T.

六、交货及验收:

VI. Delivery and Acceptance Inspection

1. 供方须按需方要求定量包装, 并按订单要求的交货时间将货物送至指定地点, 并附上《送货清单》及供方的出货自检报告或证明(需方认为必要时应提供第三方检测的材料性能测试报告)供需方备查。《送货清单》须列明需方的物料信息(制造批号、物料名称、材质、规格、颜色、数量等)。

1. The Supplier must carry out quantitative packaging according to the requirements of the Customer, deliver the goods to the designated place by the delivery deadline prescribed in the order, and attach therewith a shipping list and an outgoing self-testing report or certification (third-party material performance testing report shall be produced when deemed necessary by the Customer) for future reference by the Customer. The shipping list must include information of materials (production batch number, material name, quality, specification, color, and quantity, etc.)

2. 需方依据双方约定的品质标准、技术要求和检测方案, 并参照原封样件的要求进行检验和判定是否合格(为初步验收)。

2. To decide whether the goods are conforming or not, the Customer will carry out testing with reference to the requirements for the original sealed sample and in accordance with the quality criteria, technical requirements and testing plan agreed by both parties.

3. 需方检测不合格应及时通知供方, 供方如对检测结果有异议, 应自收到或知悉该检测结果之日起三日内向需方提出书面申请意见复检, 否则视同接受需方的检测结果。

3. In case of any nonconformity found by the Customer, the Customer shall timely notify the Supplier. If the Supplier objects to the testing result, the Supplier shall, within three days upon receipt or acknowledgment of the testing result, apply in writing to the Customer for a re-test, otherwise the Supplier shall be deemed to have accepted the testing result of the Customer.

4. 虽已检验合格入库, 但在需方使用过程中发现的不合格品, 供方仍应承担质量责任, 并及时配合需方采取有效措施予以补救。

4. If after a batch of goods passes the acceptance inspection and is moved into warehouse, the Customer discovers any nonconforming product during use, the Supplier shall still be held responsible for the quality problem, and shall timely cooperate with the Customer to take effective measures to remedy the problem.

5. 需方对供方产品所行使的检验, 并不能免除供方对产品质量的责任。

5. The Customer's testing of the products supplied by the Supplier shall not exempt the Supplier from its responsibility in product quality.

七、供方违约责任：

VII. Supplier Liability for Breach of Contract

1. 供方交付的产品品种、型号、规格等质量不符合合同规定的，如果需方同意利用，应当按质论价；如果需方不能利用的，应根据产品的具体情况，由供方负责挑选、返修或退换，所发生的费用由供方负责；如使用紧急需挑选、返修时，则供方应立即组织挑选、返修或需方直接组织挑选、返修，因此发生的费用由供方承担；供方不能返修或调换的，按不能交货处理。

1. In case of nonconformity in product type, model or specification with contractual requirements, if the Customer agrees to use such product, the price should be decided by quality; if such product is not usable to the Customer, it shall be sifted out by the Supplier, or returned to the Supplier for repair or replacement according to the actual conditions of the product, and at the expense of the Supplier; if it is in urgent use and needs to be sifted out or returned for repair, the Supplier shall immediately arrange the sifting or the returning for repair, or the Customer will conduct the sifting or the returning by itself, which should be at the expense of the Supplier; if the Supplier is unable to repair or replace such product, such case will be deemed as non-delivery.

2. 供方因产品包装不符合规定，必须返修或重新包装的，供方应负责返修或重新包装，并承担支付的费用，需方不要求返修或重新包装而要求赔偿损失的，供方应当偿付需方该不合格包装物重新包装的所有费用。因包装不符合规定造成货物损坏或丢失的，供方应当负责赔偿。

2. In case of nonconforming packaging of product, which requires return for repair or repackaging, the Supplier shall be responsible for the return for repair or the repackaging, and bear the expenses; if the Customer demands compensation for loss instead of return for repair or packaging, the Supplier shall compensate the Customer with all expenses necessary for the repackaging of the nonconforming package. If the nonconforming package results in damage to or loss of goods, the Supplier shall be responsible for compensation.

3. 供方不能按双方协商确定的交货期交货的，供方必须事先于交货期届满前三天内与需方联系，说明原因和解决方案，并获得需方同意后方可延期交货；

3. If the Supplier fails to make delivery within the delivery period agreed upon by both parties, the Supplier must contact the Customer within three days prior to the expiration of the delivery deadline, and explain the reason and the solution, and late delivery shall be subject to the consent of the Customer.

4. 供方提前交货的产品、多交的产品和品种、型号、规格、颜色等质量不符合规定的产品，甲方在代保管期内实际发生的保管、保养等费用以及非因需方保管不善而发生的损失，由供方承担；供方提前交货，需方接货后，仍可按合同规定的交货时间付款，合同规定自提的，需方可拒绝提前提货。

4. In case of advance delivery or over-delivery which includes nonconforming product (nonconforming in terms of type, model, specification, color, etc.), the storage and maintenance expenses actually accrued during storage by the Customer, as well as losses resulting not from improper storage by the Customer shall be borne by the Supplier; in case of advance delivery by the Supplier, the Customer may still make payment according to the delivery timetable prescribed in the contract after taking delivery; if the contract requires the Customer to take delivery by itself, the Customer in such case may refuse to take such advance delivery from the Supplier.

5. 因供方产品不合格进行挑选、返修或退换，而造成需方生产停工待料时，需方有权视情况严重程度要求供方支付违约金，届时供方应按双方同意确定的违约金数额支付违约金，违约金可从货款中直接扣除。

5. In case of sifting or return for repair or replacement of nonconforming product from the Supplier, which leads to suspension of production on the side of the Customer awaiting materials, the Customer shall be entitled to demand liquidated damages from the Supplier in light of the severity of the situation, whereupon the Supplier shall pay the liquidated damages by the amount agreed upon by both parties, which may be directly

deducted from goods payment.

6.因供方提供需方的产品质量问题导致需方客户投诉,造成需方损失的,需方对其有形损失(费用、索赔)及无形损失(公司信誉)进行核算后,以书面通知供方,经供需双方对质量问题确认后从供方货款中扣除,如供方对质量问题有异议,双方同意可提交合同履行地的质量技术监督局进行质量鉴定。

6. In case of customer complaint received by the Customer due to quality problem in the products supplied by the Supplier, which brings loss to the Customer, the Customer will, after calculating its tangible losses (expenses and claims) and intangible losses (good will), notify the Supplier in writing of the losses, which will be deducted from the goods payment to the Supplier after the quality problem is confirmed by both parties; if the Supplier disagrees with the quality problem, with the consent of both parties, the quality problem may be submitted to a quality and technical supervisory authority in the place of fulfillment of the contract for quality appraisal.

八、保密条款:

VIII. Confidentiality

1.在未取得双方事先许可的情况下,不得将本协议内容向第三方公开或泄露。

1. Without prior approval of both parties, any content of this Contract shall not be made known or disclosed to any third party.

2.供方从需方得到物料信息、规格书、技术文件、模具和样品等,未经需方同意,供方不得向第三者转让、公开、泄露或被使用。

2. Without the consent of the Customer, the Supplier shall not transfer, make known, disclose or make used any information of materials, specifications, technical document, mold or sample it receives from the Customer, to any third party.

3.供方绝不允许把需方提供物料信息、技术文件和模具转让给第三方加工、制作产品出售,其所造成的后果,均由供方负全部责任。

3. The Supplier must not transfer any information of materials, technical document or mold provided by the Customer, to any third party for processing or product production for sale, otherwise the Supplier shall be fully responsible for all consequences.

4.本规定在本合同终止后继续有效。

4. This term of confidentiality shall survive the termination of this Contract.

九、合同解除:

IX. Cancellation of Contract

1.供方有以下任何事项时,需方不需要任何通知,可马上解除本合同:

1. The Customer may immediately cancel this Contract without any notice if the Supplier is in any of the following circumstances:

A.违反本合同条款约定的行为或事实时;

A. Be in violation of the provisions of this Contract;

B.在供应期间内,不能满足需方数量及品质要求,无能力供应时;

B. As a supplier, fail to meet the quality and quantity requirements of the Customer, or be unable to supply;

C.被政府机关停止或取消营业资格处罚。

C. Its qualification for business operation is suspended or revoked by a government authority.

2.协议一旦解除,供方接到需方通知后,应立即归还需方所提供的技术文件等,并偿还一切债务。

2. Upon the cancellation hereof, the Supplier shall upon receipt of notice from the Customer immediately return the technical documents provided by the Customer, and repay all debts.

3.因违反合同条款造成需方损失的,需方有权要求供方赔偿损失。但买卖双方因不可抗力不能或延迟

履行销售合同义务时，均不承担责任，不可抗力应指遭受不可抗力方无法预见的且超出其合理控制的事件，包括但不限于：自然力、自然灾害、劳工纠纷、封锁、战争状态、暴乱、阴谋破坏、火灾、履行销售合同的关键设备瘫痪、运输阻滞或交通事故、政府行为(例如但不限于修改法律规定和取消进口许可)以及疫情的爆发。

3. In case of violation of the terms of this Contract, which causes losses to the Customer, the Customer shall be entitled to demand compensation from the Supplier for the losses. However, in case of failure or delay in the fulfillment of the obligations of a sale contract due to force majeure, neither party will be held responsible; for the purpose of this article, force majeure shall mean any event that is unforeseeable to and beyond the reasonable control of the affected party, including but not limited to natural forces, natural disaster, labor dispute, blockade, war, commotion, sabotage plot, fire, breakdown of key equipment used to fulfill a sale contract, traffic block or traffic accident, governmental behavior (including but not limited to amendment to laws and regulations, and revocation of import license), and epidemic outbreak.

十、合同纠纷解决：

X. Contract Dispute & Settlement

本合同未尽事宜，双方友好协商解决。因执行本合同发生争议，由争议双方协商解决，协商不成，双方同意由合同签订地法院管辖。

Matters not covered hereunder shall be settled by both parties through negotiation in good faith. Any dispute arising from the fulfillment hereof shall be settled by both parties through negotiation; if negotiation fails, both parties agree to submit the dispute to a court in the place of the signing of this Contract.

十一、合同期限：

XI. Term of Contract

本合同经双方签章后，即刻生效。本合同一式两份，供、需双方各执一份。

This Contract shall become effective immediately upon signing and sealing by both parties. This Contract shall be signed in duplicate, one for each party.

合同期限为：__年__月__日至__年__月__日。

This Contract shall be effective from the date of _____ to the date of _____.

鉴于供、需双方合作的长期性和稳定性，在本合同期满前三个月内，合同任何一方都未提出需终止合同的要求，本合同自动延长。

In consideration of the longevity and stability of the cooperation between both parties, if neither party proposes to terminate this Contract within three months prior to the expiration hereof, this Contract shall be automatically extended.

十二、本合同未尽事宜，应由双方共同协商，作为补充合同，如补充合同与本合同具有同等效力。

XII. Matters not covered hereunder shall be negotiated by both parties and finalized with a supplementary contract, which shall have the same effect of this Contract.

十三、其他事项：

XIII. Miscellaneous

需方

单位名称：（盖章）

单位地址：

电话：

传真：

供方

单位名称：（盖章）

单位地址：

电话：

传真：

开户行:

帐号:

税号:

邮编:

Customer

Company name: (seal)

Company address:

Tel.:

Fax:

Bank:

Account No.:

Tax No.:

Postal code:

开户行:

帐号:

税号:

邮编:

Supplier

Company name: (seal)

Company address:

Tel.:

Fax:

Bank:

Account No.:

Tax No.:

Postal code: