

十、法律适用和争议解决:

- 10.1) 本合同由中华人民共和国法律管辖和解释。
- 10.2) 合同履行过程中若双方发生争议,应通过友好协商的方式解决,如不能解决则提交中国国际经济贸易仲裁委员会仲裁,地点在北京。仲裁裁决为最终裁决且对双方均有约束力。

十一、反贿赂条款

各方均同意将不得实施任何行为向另一方及其代表人或其他相关人员,索要、收受、提供或给予可能构成有关适用法律法规项下的贿赂或贪污行为的任何利益,该等利益包括但不限于任何形式的回扣、现金、优惠券、商品、有价证券、旅游或其他无形收益,但惯常性礼品、餐饮、商务差旅以及与其他非物质价值的礼遇和费用除外。

十二、其他

- 12.1) 除非本合同另有约定,本合同的相关贸易术语的条款和要求与国际商会制定的《2020年国际贸易术语解释通则》一致。
- 12.2) 本合同使用中英双语制作。若两个文本内容产生歧义,应以中文文本为准。
- 12.3) 除非经过双方书面签字确认,对本协议任何条款的修改均为无效。
- 12.4) 买方声明并保证,自身或拥有、控制买方的任何个人或实体非被制裁方,隐瞒将构成违约;如买方在合同履行期间,了解到任何根据制裁相关法律针对其本身的调查或受到制裁,买方有义务立即通知卖方;若买方或其业务所在国根据任何适用的出口管制法律或法令被列入已公布的制裁、禁运或/和被拒贸易方名单,卖方可以立刻书面通知买方终止本合同。本合同项下货物如包含出口管制产品,买方不得违反任何出口管制规定,将产品转售于非法用途、非法最终用户;上述条款买方如有违反,卖方有权主张因此造成的损失。
- 12.5) 本合同经买卖双方签字或盖章后生效。本合同一式两份,买卖双方各执一份。
- 12.6) 附件1是本合同不可分割的一部分。
- 12.7) 双方同意,可接受的合同传递方式应包括邮政、快递、传真和电子邮件(扫描件),依据本合同指定的邮寄地址、传真号及电邮地址。合同传真件/扫描件与原件有同等效力。

within 15 days from the date of the occurrence, notify the other party of the impact of such events on the execution of the duties in this contract, by duly written form, and simultaneously submit the relevant official credentials concerning the force majeure.

10. Governing law and dispute settlement

- 10.1) This contract shall be governed by and construed in accordance with the laws of the People's Republic of China.
- 10.2) Any disputes between the parties, which fail to be resolved after friendly consultation, shall be referred to China International Economic and Trade Arbitration Commission (CIETAC) for its arbitration in Beijing. Any award decided by the arbitral tribunal shall be final and binding on the Parties.

11. ANTI-BRIBERY

Each party agrees that it will not, with any corrupt intent, undertake any activities to demand, accept, provide or offer any benefits which would constitute a form of bribery or corruption covered by any applicable anti-bribery laws or rules to the other party, its respective representatives or other relevant personnel, such benefits include but not limited to commission of any form, cash, coupons, goods, securities, travel or other non-tangible benefits except for customary gifts, meals, business travel and other expenses and courtesies of immaterial value.

12. Miscellaneous

- 12.1) Unless otherwise stipulated herein, the trade term shall be subject to the *International Rules for the Interpretation of Trade Terms (INCOTERMS 2020)* published by International Chamber of Commerce (ICC).
- 12.2) This contract is made in English and Chinese. In case of any discrepancy between the two versions, the Chinese version shall prevail in the interpretation of this Agreement.
- 12.3) No amendment of any provision of this contract shall be valid unless the same shall be in writing and signed by the Parties.
- 12.4) The Buyer represents and warrants that itself or any person or entity that owns or controls the Buyer is not a sanctioned party and that concealment will constitute a breach of contract; If, during the performance of the contract, the Buyer becomes aware of any investigation or sanction against itself under the relevant laws of the sanctions, the Buyer is obliged to notify the Seller immediately; The Seller may terminate this contract by

immediately notifying Buyer in writing if Buyer or the country in which it operates is included in the list of published sanctions, embargoes or/and rejected parties under any applicable export control laws or decrees; If the goods under this contract contain export-controlled products, the Buyer shall not, in violation of any export control provisions, resell the products to illegal uses, illegal end-users; If the buyer violates the above terms, the seller has the right to claim the resulting loss.

12.5) This contract shall come into effect after signature or seal by the Parties. This contract is in duplicate, and the Buyer and the Seller hold one copy each.

12.6) Appendix 1 is an integral part of this contract.

12.7) The parties agree that acceptable transmission of this contract shall be made via post, courier, facsimile and e-mail (scanned copy) in accordance with the post address, fax No. and e-mail address designated hereunder. The facsimile copy/ scanned copy of the contract has equal legal effect with the original.

卖方: 山东临工工程机械有限公司
The seller:
Shandong Lingong Construction
Machinery Co., Ltd.

卖方签章:
Signature/Seal:

经办人:
Operator:

签字日期:
Date:



2023.3.30

买方: Win Strategic Pte Ltd
The buyer:
Win Strategic Pte Ltd

买方签章:
Signature/Seal:

签字日期:
Date:



附件 1
Appendix 1

产品规格
Product Specification

型号/ Model :L956H(L056HW2115A29E6)

合同号/ No.: EDC230258

序号 Num	项目 Item	产品描述 Description	备注 Remarks
1	动力配置 Engine	潍柴 WD10G220E23	
2	驱动桥 Axle	A515H 前驱动桥, A510E 后驱动桥	
3	变速箱 Transmission	临工 TP170	
4	液压系统配置 Hydraulic system	先导操纵	
5	动臂类型 Type of Lifting Arm	标准动臂	
6	其它 Others	油浴式空滤油品模块 (4.5) (29400100361),油浴式空滤 (1901000074)	

卖方: 山东临工工程机械有限公司
The seller:
**Shandong Lingong Construction
Machinery Co., Ltd.**

卖方签章:
Signature/Seal:

经办人:
Operator:

签字日期:
Date:



买方: Win Strategic Pte Ltd
The buyer:
Win Strategic Pte Ltd

买方签章:
Signature/Seal:

签字日期:
Date:

