

**SALES AGREEMENT****销售合同**

This Agreement is made and entered into as of 28 February 2024 (the "Signing Date"), by and between the following two Parties:

本合同由以下双方于_____日 ("合同签订日") 签订:

Rocktech Engineering Company Ltd, a company established and existing under the laws of Tanzania, with its registered office located at P.O.Box 1342 Dar es Salaam TANZANIA (hereinafter referred to as the "Buyer"); Its authorized representative is Salmin Fortunatus Said, the position is CEO; and

Rocktech Engineering Company Ltd, 一家依坦桑尼亚国法律成立并有效存续的公司, 其注册营业地位于 P.O.Box 1342 Dar es Salaam TANZANIA (以下简称“买方”)。其授权代表为: Salmin Fortunatus Said, 职务: 总经理; 及

Yutong Hongkong Limited, a company established and existing under the laws of Hongkong, China, with its registered office located at UNIT 503 5/F SILVERCORD TOWER 2 30 CANTON ROAD TSIM SHA TSUI KL Hongkong (hereinafter referred to as the "Seller"); Its authorized representative is Li Pengwei, the position is Account Manager.

香港宇通国际有限公司, 一家依中国香港法律成立并有效存续的公司, 其注册营业地位于 香港九龙尖沙嘴广东道 30 号新港中心 2 座 5 楼 503 室 (以下简称“卖方”); 其授权代表为: 李朋威, 职务: 客户经理。

The Buyer and the Seller are individually referred to as a "Party" and collectively referred to as "Parties".

买方和卖方以下单独称为“一方”, 或共同称为“双方”。

WHEREAS, the Seller is the supplier of YUTONG buses in the overseas market;
鉴于, 卖方系宇通客车在海外市场的供应商;

WHEREAS, the Buyer agrees to purchase, and the Seller agrees to supply the bus products stipulated herein.

鉴于, 买方同意购买且卖方同意供应本合同约定的客车产品。

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

因此, 根据上述考虑及相互约定, 双方同意达成如下合同:

1. The Products
产品

1.1 The Buyer agrees to purchase the following products (the "Products") from the



Seller:

买方同意自卖方购买如下产品（以下简称“本合同产品”）:

Series No. 序号	Brand 品牌	Description 名称	Model 型号	Unit 单位	Quantity 数量	Unit Price 单价	Total 小计
1	<u>YUTONG</u>	<u>COACH</u>	<u>ZK6126D</u>	Unit	2	USD 136000	US\$ 272000
Contract Price (in figure): USD 272000 合同金额小写: USD 272000							
Contract Price (in words): SAY US DOLLARS TWO HUNDRED AND SEVENTY-TWO THOUSAND ONLY 合同金额大写: 贰拾柒万贰仟美元整							

1.2 The specification, technical parameter and configuration of the Products are specified in Annex 1.

本合同产品的规格、技术参数及配置见附件一。

1.3 Each bus includes a service package.

每台车包含一个服务保养包。

2. Trade Terms

贸易价格条件

The agreed trade terms shall be CIF DAR ES SALAAM PORT, TANZANIA.

双方约定的贸易价格条件为 CIF 达累斯萨拉姆港, 坦桑尼亚。

3. Payment

付款

3.1 The Buyer shall, within seven (7) days upon the Signing Date, make advance payment by telegraphic transfer (T/T) of 30 percent (30%) of the Contract Price totaling \$ 81600 (in words: SAY US DOLLARS EIGHTY-ONE THOUSAND, SIX HUNDRED ONLY) to the Seller.

买方应自本合同签订日起七(7)日内通过电汇方式将合同金额的百分之30 (30%), 计 81600 美元 (大写: 捌万壹仟陆佰美元整) 的预付款支付给卖方。

3.2 The Buyer shall, within 360 days (the "Term for Balance Payment") on and after the date of Bill of Lading, make the balance payment by telegraphic transfer (T/T) of 70 percent (70%) of the Contract Price amounting to \$190400 (in wording : Say US Dollars ONE HUNDRED AND NINETY THOUSAND, FOUR HUNDRED Only) in total by 4 installments to the Seller. Each installment shall be made by the Buyer on the Fourth calendar month, the Sixth calendar month, the Ninth calendar month, on and after the date of Bill of Lading and the day before the expiry of the Term for Balance Payment



respectively. The Buyer agrees and confirms that the Seller is entitled to make the Balance Payment Schedule as Annex 2 of this Agreement after the issuance of the Bill of Lading according to this Clause. The Buyer agrees to all the contents of the Balance Payment Schedule and promises to make the balance payment according to the Balance Payment Schedule. The Buyer agrees and confirms that, in the event that the Buyer fails to make any due payment on time and in full according to the Balance Payment Schedule, all the outstanding amount payable by the Buyer under all the agreements signed by both Parties shall be accelerated, and the Buyer shall, upon the request of the Seller, immediately pay all the outstanding amount to the Seller.

买方应自提单日起 360 日内 (“余款付款期限”), 通过电汇方式将合同金额的百分之 70 (70%), 共计 \$190400 (大写: 壹拾玖万零肆美元整) 的余款分 四 期支付给卖方。余款付款期限内, 买方应分别在提单日后 第四个、第六个、第九个 日历月的第十五 (15) 个日历日及余款付款期限届满日前支付各期款项。买方同意并认可, 卖方有权在提单签发后按照本条规定以本合同附件二的条款和格式编制《余款支付表》, 买方同意《余款支付表》中的全部内容, 并承诺按照《余款支付表》规定向卖方付款。买方同意并确认, 如买方未按照《余款支付表》向卖方支付任何一笔到期款项的, 买卖双方已经签署的所有协议项下的买方所有未付款项将加速到期, 买方应根据卖方要求立即支付全部未付款项。

In the event that the Products are delivered in several batches, the balance payment for each batch shall be made according to this Clause and the Buyer agrees and confirms that the Seller is entitled to make the Balance Payment Schedule for each batch according to this Clause, and the Buyer promises to make payment according to such Balance Payment Schedule.

本合同产品分批装运的, 如双方未另行约定, 各批次产品对应余款应按照本条规定进行支付, 由卖方按照本条规定分别编制《余款支付表》, 买方同意并承诺按照《余款支付表》的规定向卖方付款。

3.3 The currency of payment should be in accordance with the one as provided for in Clause 3.

付款币种需与合同第三条所约定的币种保持一致。

3.4 The bank account for T/T payment designated by the Seller is as follows:

卖方指定的电汇收款银行账户如下:

Account Name: YUTONG HONGKONG LIMITED

Account No.: 01287592466236 (USD)

Bank Address: BANK OF CHINA TOWER, 1 GARDEN ROAD, HONG KONG

SWIFT CODE: BKCHHKHH

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3.5 The Seller shall retain the ownership of the Products under this Agreement until the Buyer makes full payment of the total Contract Price to the Seller. If the Buyer fails to effect the full payment of any of each installment, the Seller may

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claim for the restitution of the Products from the due payment date according to this clause.

在买方完成合同全部款项支付义务之前，卖方保留本合同产品的所有权。一旦买方未按合同规定全额支付任何一笔分期款项，卖方有权依据本条约定自应付款日起行使本合同产品的返还请求权。

- 3.6 As the security for the performance of this Agreement, the Buyer shall provide security (including but not limited to personal guarantee provided by all its shareholders) in favor of the Seller. The security shall be acceptable to the Seller and the secured obligations under the security all the payment obligations of the Buyer under this Agreement.

作为履行本合同的担保，买方应向卖方提供担保（包括但不限于其所有股东提供的个人担保）。该等担保应当是卖方认可的，且担保项下的担保义务应当是买方在本合同项下的全部付款义务。

- 3.7 The Buyer confirms that, since the Buyer purchases the Products on credit under this Agreement, the Seller will transfer all its rights, titles, claims and interests in and related to the receivables for amount of \$190400 (Say US Dollars ONE HUNDRED AND NINETY THOUSAND, FOUR HUNDRED Only) against the Buyer to Sailing International Leasing Limited for factoring financing and the Buyer promises to take all necessary actions to complete the factoring financing, including but not limited to duly execute the agreements, documents related to the factoring financing, provide the relevant information or documents as required, and execute (including cause the guarantor to execute) the security documents in favor of the Seller or Sailing International Leasing Limited upon the Seller's instructions, as well as complete any perfection formalities for such securities (including but not limited to, registration, stamp duty if applicable) as required by applicable laws. To avoid any doubt, according to Clause 3.5, the Buyer agrees to register the Products under the joint names of Sailing International Leasing Limited or upon its instruction, any third party, and the Buyer.

买方确认，因本合同项下买方通过赊销方式向卖方购买产品，因此卖方将会把其在本协议项下金额为\$190400（大写：壹拾玖万零肆佰美元整）的应收账款及相关权利、权益和利益转让给盛德国际融资租赁有限公司进行保理融资。买方承诺采取所有必要行动以完成保理融资，包括但不限于适当签署保理融资相关协议、文件，应要求提供必要信息和文件，签署（包括促使担保人签署）以卖方或按照卖方指示以盛德国际融资租赁有限公司为受益人的担保文件，以及完成适用法律要求的担保相关完善手续（包括但不限于，登记、缴纳印花税等，如适用）。未免疑义，根据本合同第 3.5 条规定，买方同意应盛德国际融资租赁有限公司要求，将本合同产品以盛德国际融资租赁有限公司或其指定的第三方及买方共同名义进行登记。

- 3.8 They Buyer confirms that its obligations under the Clause 3.6 and Clause 3.7 is one of its substantial obligations under this Agreement, failure to perform its obligation under the Clause 3.6 and Clause 3.7 will constitute substantial breach of this Agreement, and the Seller is entitled to terminate this Agreement



immediately and claim any losses incurred by the Seller against the Buyer.

买方确认,其在第 3.6 条和第 3.7 条项下的义务是其在本合同项下的实质性义务之一,未能履行第 3.6 条及第 3.7 条项下的义务将构成对本合同的根本违约, 卖方有权立即终止本合同并就因此给卖方造成的任何损失向买方索赔。

4. Delivery Period 交货期

The Seller shall, within 110 days upon receiving the full advance payment as stipulated in Clause 3.1 and all the duly executed agreement, documents and security documents in relation to the factoring financing as stipulated in Clause 3.6 and Clause 3.7, deliver the Products in accordance with the trade terms stipulated in Clause 2.

卖方于收到本合同第 3.1 条约定的预付款及按照本合同第 3.6 条及第 3.7 条规定有效签署的保理融资相关的全部协议、文件和担保文件后 110 日内, 依第 2 条约定的价格贸易术语交付本合同产品。

5. The Documents 单证

The Seller shall deliver the following documents:
卖方须提交如下单证:

- a) bill of lading;
提单;
- b) commercial invoice in Three copies;
商业发票一式三份;
- c) packing list in Three copies;
装箱单一式三份;
- d) others: None.
其他: 无。

The Buyer acknowledges and agrees that the consignee of the invoice, packing list and B/L shall be issued to:

买方认可和同意发票、箱单和提单开具给下列接收人:

Company Name/公司名称: Rocktech Engineering Company Ltd

Address/地址: P.O.Box 1342 Dar es Salaam TANZANIA

Attention/联系人: Salmin Fortunatus Said

Tel/电话: +255 686287116

Upon delivering the Product in accordance with the trade terms in Clause 2, the Seller shall be deemed to have duly completed the delivery.

一旦根据第 2 条的贸易术语完成了产品交付, 应视为卖方已完成交付。



The Seller shall not be held liable for any losses or damages caused by the Buyer's delay in notifying his consignee and/or any delay or non-acceptance by the Buyer or the consignee.

卖方不承担因买方未及时通知收货人和/或因买方或收货人延迟接收或不接受货物而造成的任何损失。

6. Packing
包装

Proper anticorrosion and antirust measures for the Products shall be taken.
本合同产品须经过防腐防锈处理。

7. Transport
运输

7.1 The Seller may have the Products (vehicles) hereof driven to the port of shipment.

卖方有权指派人员驾驶本合同产品（车辆）至装运港。

7.2 The port of shipment is any port of China and the port of destination is DAR ES SALAAM port of TANZANIA.

装运港为中国任意港口，目的港为坦桑尼亚国(地区) 达累斯萨拉姆港。

7.3 Transshipment is allowed. Partial shipment is allowed, and each installment is considered separate and independent. The Seller's failure to timely deliver any installment shall not be the cause for the Buyer to reject other installments. In the event shipment on deck, the letter of credit (if any) shall be in conformity with the bill of lading.

允许转船。允许分批装运，各批装运互不相关。如果卖方对任何一批货物交付迟延，买方不得拒收其他批次货物。如果货装甲板，则信用证应与提单相符。

7.4 The Seller shall contract at its own expense for the carriage of the Products. The unloading costs including lighterage and wharfage charges at the port of destination shall be borne by the Buyer.

卖方须自付费用订立合同。包括驳运费和码头费在内的在目的港的卸货费由买方承担。

8. Insurance
保险

If the trade terms is CIF, the Seller shall cover the insurance for one hundred and ten percent (110 %) of the invoice value hereunder in accordance with the Institute Cargo Clauses (A) (Institute of London Underwriters). Should the Buyer require to increase the insurance amount or to expand the insurance coverage, it shall obtain the approval of the Seller before shipment, and shall bear the increased insurance premium therefrom.



在 CIF 贸易术语条件下, 由卖方根据《协会货物保险条款 (A)》(伦敦保险协会), 按本合同发票金额的百分之一百一十 (110%) 投保。买方如要求增加保额或保险范围, 应于装船前经卖方同意, 因此而增加的保险费由买方承担。

9. Quality & Technology Standard

质量技术标准

If, in the Buyer's country, there exist any effective mandatory regulations on the Products hereunder, including but not limited to, those of quality and technology, the Buyer shall, before the signing of the Agreement, provide written form of such regulations, which shall be confirmed in writing by both Parties. Otherwise, it shall be deemed that there are no such mandatory regulations, and the Products shall only conform to those specified in Annex 1. Any liability resulting therefrom shall be borne by the Buyer and the Buyer further agrees to indemnify and save harmless the Seller against and from such liability.

如买方所在国对本合同产品在包括但不限于质量、技术方面, 有现行有效的强制性规定, 则买方有义务在本合同签订前向卖方提供该规定的书面资料, 并经双方书面确认。否则, 视为该国无此强制性规定, 产品仅需符合本合同附件一要求。由此产生的一切责任由买方承担, 买方进一步承诺赔偿卖方并保证卖方不受该责任的损害。

10. Warranty and After-sales Service

质保及售后服务

- 10.1 The warranty period shall be 18 months or 150000 kilometers when the Products hereunder are sold to the first end users, whichever occurs first. Under no circumstance shall the warranty period exceed 21 months after the departure of the products from the factory and the warranty and after-sales service shall be subject to Quality Warranty Manual of the Seller. However, the Seller may provide no warranty in the event that the Products are not operated or maintained in accordance with Quality Warranty Manual and User Manual.
质保期为自本合同产品交给第一个终端用户之日起 18 个月或 15 万公里, 二者以先到为准。同时质保期最长不超过车辆出厂后 21 个月, 具体内容按卖方的《质量保修手册》执行。但是, 在本合同产品未按《质量保修手册》及《使用说明书》操作或维护的情况下, 卖方将不提供质保。
- 10.2 After-sales service of the Products hereunder shall be carried out in accordance with Quality Warranty Manual and User Manual provided together with the Products by the Seller. The Seller shall not be held liable for normal wear
本合同产品的售后服务, 须依据卖方随产品提供的《质量保修手册》及《使用说明书》来实施。卖方不承担正常磨损的责任。
- 10.3 The Quality Warranty Manual and the User Manual including their amendments, updates and variations from time to time shall constitute integrated and



undivided part of this Agreement. Notwithstanding anything contrary in this Contract or other documents, in no event shall the Seller be held liable for any prejudices, losses, damages, expenses or costs incurred by the Buyer, the end user or any third party due to their willful, negligent, or accidental misuse of the Products which are explicitly or implicitly prohibited or strongly advised against as set forth in the Quality Warranty Manual and/or the User Manual.

《质量保修手册》和《使用说明书》包括对其适时进行的修改、更新和变更应作为本合同不可分割的部分。尽管本合同或其他文件有相反规定，对于《质量保修手册》和《使用说明书》中明示或暗示的禁止或强烈反对的不当操作，无论买方、终端用户或其他任何第三方实施此类不当操作系出于故意、过失或意外事件，卖方均不承担由此产生的一切损害、损失、费用或支出。

11. Discrepancy 异议

11.1 Claims of quality discrepancy shall be lodged within thirty (30) days upon the arrival of the Products at the port of destination, and claims of quantity, specifications, outer appearance, color or other discrepancies shall be lodged within fifteen (15) days upon the arrival of the Products at the port of destination. Such claims shall be lodged together with a notarized inspection report issued by a commodity inspection institute accepted by the Parties.

对本合同产品质量的异议，应于货到目的港后三十 (30)日内提出。对本合同产品数量、规格、外表或颜色等的异议应于货到目的港后十五 (15)日内提出。异议的提出必须同时提供由买卖双方认可的商品检验部门出具的经过公证的检验报告。

11.2 In case of no claims lodged within the time limit mentioned above, the quality, quantity, specifications, outer appearance or color of the Products shall be deemed in conformity with the Agreement.

未在上述期限内提出异议的，则视为产品质量、数量、规格、外表或颜色等符合合同约定。

12. Liability for Breach 违约责任

12.1 If the Buyer fails to make payment or fails to open and deliver the agreed letter of credit (L/C) to the Seller within the period as provided for in Clause 3, it shall pay the Seller liquidated damages at the rate of 8/10000 of the unpaid amount for each day delayed. However, the liquidated damages shall not be less than 5/1000 of the Contract Price. If the Buyer delays any payment hereunder over one hundred and twenty (120) days, the Seller may terminate this Agreement and claim liquidated damages with an amount of twenty percent (20%) of the Contract Price. In this case, the Buyer shall have no right to demand the refund of any advance payment paid up already. The Buyer shall





also bear all damages and losses occurred to the Seller as a result of the termination of this Agreement. The Buyer shall be liable and indemnify the Seller for any losses relating to exchange rates attributed to the Buyer's delay or failure of any payment under this Agreement.

如买方未能在本合同第3条约定期限内付款或未将相关信用证开至卖方, 则其应按每迟延一日承担逾期付款金额万分之八的标准向卖方支付违约金。但该项违约金不得低于合同金额的千分之五。买方迟延支付任何部分的合同价款超过一百二十(120)日的, 卖方有权解除合同, 并有权要求买方支付合同价款百分之二十(20%)的违约金, 而且买方已经支付的预付款不予退回。同时, 买方还应当赔偿卖方因合同被解除所造成的所有损失。同时, 买方还应当赔偿卖方因合同被解除所造成的所有损失。因买方逾期或未能支付本合同项下的任何款项导致卖方遭受的汇率损失, 应由买方承担。

- 12.2 If the Seller fails to deliver the Products within the period as provided for in Clause 4, it shall pay the Buyer liquidated damages with an amount of 8/10000 of the overdue Products price for each delay day. However, the liquidated damages shall not be less than 5/1000 of the Contract Price. If the Seller delays the delivery of any Products hereunder over one hundred and twenty (120) days, the Buyer may terminate this Agreement and claim liquidated damages with an amount of twenty percent (20%) of the Contract Price.

如卖方未能在本合同第4条约定期限内交付本合同产品, 则其应按每逾期一日承担逾期交付产品价款万分之八的标准向买方支付违约金。但该项违约金不得低于合同金额的千分之五。卖方逾期交付本合同任何部分的产品超过一百二十(120)日的, 买方有权解除合同, 并要求卖方支付合同价款百分之二十(20%)的违约金。

- 12.3 Any Party who terminates this Agreement without reasonable cause at any time shall pay the other Party liquidated damages with an amount of twenty percent (20%) of the Contract Price. In the event that the Buyer terminates the Agreement without any due or reasonable reasons, the Buyer shall pay the liquidated damages which equals 20% of the Contract Price to the Seller and the advance payment made by the Buyer to the Seller shall not be refunded accordingly.

任何一方, 若无正当理由在任何时候解除本合同, 均须支付对方合同价款百分之二十(20%)的违约金。如果是买方无正当理由解除本合同, 则买方除了支付卖方合同价款百分之二十的违约金外, 买方已经支付的预付款不予退回。

- 12.4 Notwithstanding anything to the contrary, in cases where the Buyer has overdue debts against any Affiliate of the Seller, the Seller may retain any Products hereunder from shipment unless and only to the extent that a later written agreement is reached between the Parties and the Affiliate in concern, otherwise the Buyer shall indemnify the Seller for all the losses and damages incurred. For purposes of this Agreement, the term "Affiliate" shall mean any entity, organisation, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the



Seller.

无论本合同是否有相反约定，如买方对卖方的关联公司有逾期，卖方有权扣留本合同项下任何产品不予发货，除非双方和涉及的关联公司之后达成三方书面协议；否则买方将赔偿卖方由此遭受的任何损失、损害。就本协议而言，“关联公司”是指通过一个或多个中间人直接或间接控制卖方、受卖方控制或与卖方共同控制的任何实体、组织或公司。

- 12.5 The Parties shall not be held liable for indirect, consequential, incidental or punitive damages unless caused by willful misconduct, fraud and gross negligence.

除损害、损失由故意、欺诈或重大过失造成外，双方均不对间接性、后果性、偶发性或惩罚性损失承担赔偿责任。

- 12.6 With the exception that loss, damages are caused by willful misconduct, fraud or gross negligence, the Seller's aggregate liability shall not exceed 30% of the Contract Price.

除损害、损失由卖方故意、欺诈或重大过失造成外，卖方所承担的累计责任不得超过合同价格的30%。

- 12.7 Without prejudice to the aforesaid contractual and other statutory rights, in the event Buyer delays or fails to pay any sum due, Seller may directly or after notice: 1) Take any action to resume Seller's rights to the vehicle, including but not limited to restoring the right to possess and dispose of the vehicle; 2) Cease part or all provision of warranty services or spare parts to the Buyer; 3) Restrict the use of the vehicle including but not limited to remote positioning, speed limit and locking; 4) Make claims against Buyer by judicial means for including but not limited the return of the vehicle and other Seller's expenses incurred thereof.

在不影响上述约定的和其他法定的权利的情况下，如买方迟延或未能支付任何一笔到期款项，卖方有权直接或依法通知后：1) 采取任何行动维护卖方对车辆所享有的权利，包括但不限于恢复对车辆的占有权和处分权；2) 停止向买方提供质保服务和/或配件供应；3) 限制车辆的使用，包括但不限于对车辆进行远程定位、限速、锁车；4) 通过司法途径向买方提出包括但不限于返还车辆以及其他卖方因此支出费用的索赔。

13. General Terms

一般条款

13.1 Sole Agreement and Amendments

唯一合同及修订

This Agreement, together with the attached annexes and other Agreements, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the subject matter hereof. No



modifications to this Agreement are effective unless they are in writing and executed by authorized representatives of each Party and stamped by the Seller.

本合同与所附的附件及其他合同构成双方有关标的事项达成的完整合同，并取代双方以前的关于本标的事项的所有合同和谅解，无论是书面的还是口头的。除非经双方授权代表签署书面合同且加盖卖方公章，对本合同的任何修订均无效。

13.2 Force Majeure 不可抗力

No Party will be liable for default or delay in the performance of any of its obligations hereunder due to the following events ("Force Majeure"): floods, fires, earthquakes, droughts, wars, typhoons, tsunamis, sand storms, volcanic explosions, strikes or any other events which are unforeseeable, unavoidable and unsurmountable.

任何一方对由于下列原因("不可抗力")导致其不能或迟延履行本合同项下义务的，不负相应责任：水灾、火灾、地震、干旱、战争、台风、海啸、沙尘暴、火山爆发、罢工或其他任何不能预见、不能避免并不能克服的客观情况。

If any Party is prevented from performing any of its obligations under this Agreement due to an event of Force Majeure, such Party's contractual obligations affected by such an event under this Agreement shall be suspended during the period of delay caused by the Force Majeure and shall be automatically extended, without penalty or liability, for a period equal to such suspension; all other obligations under this Agreement and the time for performance thereof shall remain unaffected.

如果不可抗力事件发生并造成一方无法履行其在本合同下的任何义务，则在由不可抗力事件造成的延误期间，该方受不可抗力影响的合同义务应暂停，且该等义务的履行期限应当按照该等暂停的持续时间自动延长，而该方无须为此接受惩罚或承担责任；本合同下的其他义务和履行时间不受不可抗力事件的影响。

The prevented Party shall use reasonable endeavors to mitigate and circumvent the Force Majeure.

受不可抗力影响的一方应尽合理的努力减轻和消除不可抗力事件的影响。

The prevented Party shall promptly notify the other Party of the occurrence of any event of Force Majeure by cable, telex, facsimile or courier. The prevented Party shall provide the other Party a detailed description of the event of Force Majeure confirming the occurrence of such event of Force Majeure in a timely manner. The prevented Party shall further provide to the other Party any additional information the other Party may reasonably request to confirm the occurrence and extent of the event of Force Majeure.

受不可抗力影响的一方应及时以电报、电传、传真或快递方式向另一方通知不可抗力事件的发生。受不可抗力影响的一方应在合理时间内向另一方提供一份关于不可抗力事件的详细说明。受不可抗力影响的一方还应当向





另一方提供其合理要求的补充信息，以确认不可抗力事件的发生及其程度。

13.3 Assignment

转让

Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the other Party's prior written consent, except that the Seller shall be free to assign any rights, and obligations or delegate any of its duties under this Agreement at any time to any of its Affiliates, the Seller Nominee and/or to assign its credits to banks or financial institutions.

未经另一方事先书面同意，任何一方不得将本合同或者本合同项下的任何权利或义务转让或转移，但卖方有权随时将本合同项下的权利或义务转移给、或将其在本合同下的职责委托给其关联实体、卖方受托人，和/或将其余额转让给银行或金融机构。

13.4 No Rights Granted

非权利授予

Nothing in this Agreement shall be construed as granting any distribution, dealership or agency rights or licenses of either Party.

本协议的任何内容均不得解释为授予任何一方在经销、分销或代理等方面的任何权利或许可。

The Signing of this Agreement does not represent that both parties have a distribution or agency relationship, and which shall be determined by other agreement (if any) duly signed by Parties. The Buyer is not an agent of the Seller, but instead, an independent contractor who shall be wholly and solely liable for the fees and expenses for performing its responsibilities hereof.

本合同的签署不代表双方具有经销或代理关系，具体以双方签署的其他协议为准（如有）。买方并非卖方的代理商，而是一个独立的签约人，其应独自承担自己履行本合同义务所发生的费用和开支。

13.5 Governing Law and Dispute Resolution

管辖法律及争议解决

This Agreement shall be governed by the laws of the People's Republic of China without regard to its principles of conflict of laws.

本合同适用中华人民共和国法律，但其法律冲突规范除外。

Any dispute arising out of or relating to this Agreement shall be settled through friendly negotiation. Should the negotiation fail, such dispute shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") for arbitration by its arbitration rules effective at the time of application. The seat of arbitration shall be Beijing, China. The arbitral award is final and binding upon both Parties. During the arbitration, the performance of the undisputed clauses hereof shall not be affected. Unless otherwise specified by the arbitration award, the arbitration costs shall be borne by the losing party.



因本合同引起的或与本合同有关的一切争议，应通过双方友好协商解决。协商不成的，双方一致同意提交中国国际经济贸易仲裁委员会（“CIETAC”），按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁地为中国北京。仲裁裁决是终局裁决，对双方均有约束力。在仲裁期间，合同中无争议部分条款的履行不受影响。除仲裁裁决另有规定外，仲裁费用由败诉方负担。

13.6 Incoterms and UCP 600 国际贸易术语解释通则和 UCP 600

Unless expressly provided otherwise:
除非另有明确规定：

the Delivery Terms shall be subject to and interpreted in accordance with Incoterms 2010; and、

交付条件将服从于国际贸易术语解释通则(2010)，并根据其进行解释；和
The letter of credit (if any) shall be subject to and prepared in accordance with the Uniform Customs and Practice for Documentary Credits (UCP 600).

信用证（如有）将服从于跟单信用证统一惯例（UCP 600），并根据其进行准备。

13.7 Suspension

中止

Upon the occurrence of any event or circumstance entitling the Seller to terminate this Agreement or the Buyer fails to perform any other agreements signed by both Parties, the Seller is entitled to suspend performing the obligations under this or other Agreement signed by both parties by written notice to the Buyer until such time as such event is resolved. If the event or circumstance hereunder over one hundred and twenty (120) days, the Seller may terminate this Agreement

在发生导致卖方有权终止本合同的任何事件或情况后，或者发生买方未能按照双方签署的其他合同履约的情况下，卖方有权向买方发出书面通知以暂停履行其于本合同和/或双方签署的其他合同项下的义务，直至有关事件解决为止。如中止事项持续超过一百二十（120）日，卖方有权解除合同。

13.8 Confidentiality 商业秘密保护

Each Party shall not, without prior written consent of the other Party, disclose by any means at any time to any third Party any confidential information which is acquired during the cooperation. Such confidential information shall include, without limitation, any purchase and sales price, purchase and sales price of spare parts, technical parameters, technology sources and related information of the Products, intellectual property related to the Products, marketing strategy, marketing mode, marketing network, management information, client information, promotion plans and business policies, and any valuable business information related to this Agreement.



未经对方书面同意，任何一方不得以任何形式于任何时间向任何第三人泄漏双方合作过程中知悉的商业秘密。这些商业秘密包括但不限于与本合同产品相关的任何购买价格、销售价格、零配件采购和销售价格、产品技术参数、产品技术来源及有关信息、与本合同产品有关的知识产权、双方的营销策略、营销方式、营销网络、管理信息、客户信息、双方促销活动计划以及商务政策和所有包括本合同在内的相关合同等任何具有商业价值的信息。

The confidentiality obligations of the Parties shall survive the expiration or termination of this Agreement for five years.

任何一方的保密义务，均持续至本合同届满或解除后五年。

13.9 Trade Control Compliance 贸易管制合规

13.9.1 The Parties undertake and guarantee to strictly abide by all laws and regulations of export control, economic sanctions, and those of a blocking and counter nature that may be applicable to this agreement, the Parties hereto and the deliverables hereunder in any jurisdiction, including but not limited to China, the United States, the European Union and Japan (hereinafter referred to as "Trade Control Laws").

双方承诺并保证严格遵守任何司法管辖区内所有可能适用于本合同、本合同各方及本合同项下交付物项的出口管制和经济制裁及阻断和反制性质的法律法规，包括但不限于中国、美国、欧盟、日本（以下简称“贸易管制法律”）。

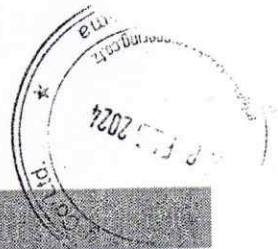
13.9.2 The Buyer guarantees that any technology, data or other information, hardware, equipment or their combination ("deliverables", if any) provided or disclosed to the Seller shall not violate any applicable trade control laws. If any applicable law imposes any restrictions on the export /re export/domestic transfer of the aforementioned deliverables, the Buyer shall notify the Seller of such restrictions in advance.

买方保证其向卖方提供或披露的任何技术、数据或其他信息、硬件、设备或其组合（“交付物项”，如有），均不违反任何适用的贸易管制法律。如任何适用法律对前述交付物项的出口/再出口/境内转移施加任何限制，买方应将该等限制事先通知卖方。

13.9.3 If it would be necessary to conduct Export Control or any sanction checks etc., the Buyer, following the Seller request, must promptly supply the Seller with all the detailed and specific information regarding the end user, the destination and declared use of goods/works and services furnished by the Seller, so as any existing restriction in terms of Export Control.

如果有必要进行出口管制或制裁等审查，经卖方要求，买方必须立即向卖方提供有关最终用户、目的地以及卖方提供的货物/工程和服务的申报用途的所有详细和具体信息，以及涉及出口管制的任何现有限制情况。

13.9.4 The Buyer represents and warrants that it and its direct or indirect shareholders, any affiliated companies and management have not been





included in any list of economic sanctions or other restrictions or under any restrictive measures.

买方声明并保证其及其直接或间接股东、任何关联公司、管理层均未被列入任何经济制裁或其他限制类清单或被采取任何限制性措施。

- 13.9.5 The Seller shall not be obligated to fulfil this agreement if such fulfillment is prevented by any impediments arising out of Trade Control Laws. In such event, the Seller may at his option to terminate the Agreement without need of a court order or incurring any liability.

如因贸易管制法律阻碍卖方履行本合同，则此时卖方不应被强制继续履行本合同；此种情况下，卖方可自行选择终止本协议，无需法院命令或承担任何责任。

- 13.9.6 The Buyer assumes the obligation to indemnify or keep indemnified the Seller from any pretention, claim, proceeding, action, penalty, loss or damage derived or related to whichever violation of Trade Control Laws and/or any prohibited, penalizable, or sanctionable conduct under any applicable laws or governmental authorities made by the Buyer, being understood and agreed that the Buyer shall indemnify the Seller of all losses and born costs as a consequence of such noncompliance, unless the violation, in a clear way should not be assigned to the Buyer negligence; to the latter however remains the burden of proof.

买方应向卖方承担赔偿责任，或使卖方免于承担因买方违反任何贸易管制法律或任何适用法律或政府当局禁止、应受处罚或制裁的行为而产生的或与之相关的任何主张、索赔、程序、诉讼、处罚、损失或损害，买方理解并同意，买方应向卖方赔偿因此类不合规行为而产生的所有损失和费用，除非该违规行为确实非因买方过错且买方仍负有举证责任。

13.10 Personal Data Protection

个人数据保护

- 13.10.1 The Buyer and the Seller recognize that they have full and entire knowledge of the obligations under the regulation applicable to personal data provided under any provision of a legislative or regulatory in the respective countries (hereinafter "Data Protection Laws"), in their respective capacity as independent data controllers for the purposes of managing their commercial relationship with each other.

买方和卖方承认，其完全了解适用于根据各自国家立法或监管任何规定提供的个人数据的条例规定的义务（以下简称“数据保护法”），以各自独立数据控制人的身份管理彼此之间的商业关系。

- 13.10.2 The Buyer and the Seller shall at all times comply with all Data Protection Laws in connection with the exercise and performance of its respective rights and obligations under this Agreement and the processing of the Shared Personal Data.

买方和卖方在行使和履行其在本协议下的各自权利和义务以及处理共享个人数据时，应始终遵守所有数据保护法。

- 13.10.3 The Buyer shall ensure prior to sharing the Personal Data with the Seller that



all appropriate privacy policies have been made available to each relevant Data Subject, and all consents of the Data Subject obtained, as necessary to permit the processing, sharing and transferring of the Personal Data with the Seller and its affiliates or other cooperative third parties located outside the Buyer's country for the Permitted Purpose on the Permitted Lawful Basis as envisaged under this Agreement in accordance with Data Protection Laws. During the term of this Agreement, the Buyer shall promptly notify the Seller if it becomes aware that any such consent is withdrawn or if a relevant Data Subject has requested that their Personal Data is no longer processed by either party for the Permitted Purpose.

买方应确保在与卖方共享个人数据之前，已向每个相关数据主体提供了所有适当的隐私政策，并已获得数据主体所有必要的同意，根据数据保护法，在本协议规定的许可合法基础上，允许卖方出于许可目的处理个人数据并将个人数据分享或传输至卖方位于买方国家境外的关联公司或其他合作第三方。在本协议有效期内，如果买方知道任何相关的同意已经被撤回，或者相关数据主体已请求任何一方基于许可目的不再同意处理其个人数据，则应立即通知卖方。

13.10.4 The Seller shall ensure that at all times:
卖方应始终确保：

- (1) It shall undertake all processing of the Shared Personal Data only for the Permitted Purpose in accordance with this Agreement and in all respects in accordance with Data Protection Laws;
应仅根据本协议并在各方面遵循数据保护法，基于许可目的对个人数据的处理；
- (2) It shall undertake processing of the Shared Personal Data only to the extent consistent with the Permitted Lawful Basis;
仅在许可合法范围内进行共享个人数据的处理；
- (3) It shall not by any act or omission cause the Buyer (or any other person) to be in breach of any Data Protection Laws;
不得以任何作为或不作为使买方（或任何其他人士）违反任何数据保护法；

13.10.5 The Buyer clearly knows and agrees to the Yutong privacy policy, and undertakes to provide the Yutong privacy policy to each of its relevant data subjects and to obtain all necessary consents from them.

买方明确知晓且同意宇通隐私政策并承诺向其每个相关数据主体提供宇通隐私政策并获得数据主体所有必要的同意。

Yutong privacy policy link:

宇通隐私政策的链接为：

<https://en.yutong.com/privacy/>

<https://es.yutong.com/privacy/>

<https://fr.yutong.com/privacy/>



<https://ru.yutong.com/privacy-policy/>

- 13.10.6 In the event that the Buyer shares or transfers the Personal Data to the Seller or its affiliates without the consent of relevant Data Subject or in violation of any Data Protection Laws, the Buyer shall bear all liabilities and compensate all losses the Seller and its affiliates incurred (including but not limited to indirect economic losses, attorney's fees and legal costs).

若买方在尚未获得相关数据主体同意或违反数据保护法的情况下将个人数据擅自分享或传输给卖方或其关联公司，则买方应承担由此给卖方及其关联公司带来的所有责任和一切损失（包括但不限于间接经济损失、律师费、诉讼费）。

14 Miscellaneous

其他事项

Day or days in this Agreement shall mean calendar day or days.

本合同中所述的“日”均指日历日

Except as otherwise agreed in this Agreement, any notice or documents under or in relation to this Agreement shall be delivered in any of the following ways:

除合同另有约定外，基于本合同的任何通知和文书送达都应以下列任意方式进行：

To the Seller 给卖方:	To the Buyer 给买方:
Email 电子邮件: lipwc@yutong.com	Email 电子邮件: +255 686287116

Address 地址 : UNIT 503 5/F SILVERCORD TOWER 2 30 CANTON ROAD TSIM SHA TSUI KL HONGKONG 香港九龙尖沙嘴广东道 30 号新港中心 2 座 5 楼 503 室

Address 地址 : P.O.Box 1342 Dar es Salaam TANZANIA

This Agreement is concluded in Zhengzhou, China.

本合同签订于中国郑州。

This Agreement is made out in four (4) original copies, with two (2) copies for each Party. This Agreement is written in Chinese and English, and both versions shall be interpreted to have the same meaning. In the event of any discrepancy in respect of meaning between the two versions, the Chinese version shall prevail.

本合同一式四（4）份，双方各执二（2）份。本合同以中、英两种文本书就，两种文本应被理解为具有相同的含义。当两种文本发生歧义时，以中文文本为准。

This Agreement will come into effect upon signing by the authorized representatives of both Parties and stamped by the Seller.

本合同自双方授权代表签字，并加盖卖方印章后生效。



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day first above written.

双方特授权其合法代理人于上文所述日期签署本合同，以此为证。

Rocktech Engineering Company Ltd
Rocktech Engineering Company Ltd

Yutong Hongkong Limited
香港宇通国际有限公司

By 签名



By 签名: _____

Authorized representative 授权代表:

Authorized representative 授权代表:

Salmin Fortunatus Said

Li Pengwei

Title 职务: CEO

Title 职务: Account Manager



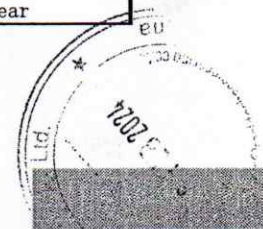


ANNEX 1 : The Specification, Technical Parameter and Configuration of the Products

附件一：本合同产品的规格、技术参数及配置

ZK6126D

	项目 Item	配置 Specification	
基本参数 Overall Dimension	总长*宽*高(mm) Length* Width* Height(mm)	12450*2550*3945	
	车厢内高 (mm) Interior Height of Compartment (mm)	1920	
	轴距,前悬/后悬(mm) Wheelbase(mm), Front/Rear Overhang (mm)	5700+1300, 2265/3185	
	轮距前/后(mm) Track Front/Rear (mm)	2064/1860/2075	
	厂定最大总质量(kg) Max. Weight (kg)	20000	
	前轴/中轴/后轴(kg) Front/Middle/Rear Axles	7200/9500/3300	
	最高车速 (km/h) Max. Speed Km/h	125	
	行李仓容积(m ³) Capacity of Luggage Compartment (m ³)	12	
	接近角/离去角(°) Approach Angle/Departure Angle(°)	13/13	
	整车结构 Bus structure	半承载, 全金属车身 Semi-integral, full metal body	
	发动机 Engine	排放 Emission	欧三 Euro III
		型号 Engine Model	康明斯 Cummins ISLe 375 30
		排量(L) Displacement (L)	8.9
额定功率(kW/rpm) Rated Power (kW/rpm)		275/2100	
额定扭矩(N.m/rpm) Rated Torque (N.m/rpm)		1550/1300	
燃料种类 Fuel type		柴油 Diesel	
底盘配 置 Chassis Specific ation		离合器 Clutch	萨克斯 MFZ430 离合器 SACHS MFZ430
	变速器 Transmission	FAST 手动变速箱 FAST manual gearbox	
	前桥 Front Axle	东风车桥(承载力 8T) Dongfeng Axle with heavy duty 8T	
	中桥 Middle Axle	东风 13T Dongfeng Axle with heavy duty 13T	
	后桥 Rear Axle	东风 5T Dongfeng Axle with heavy duty 5T	
	缓速器 Retarder	带缓速器 With Retarder	
	悬架系统 Suspension System	前、中桥多片簧, 三桥为气囊悬挂 Front、middle multi leaf spring, third axle air suspension.	
	转向系统 Steering System	右舵, 整体式动力转向 Integral right power steering gear	





	轮胎 Tire	8+1, 双钱轮胎 8+1, Double Coin
	油箱容积(L) diesel oil tank capacity(L)	950 L
车身内 饰 Interior Trimmin gs	地板 Floor	橡木纹地板革 Wood floor leather
	行李架 Luggage rack	行李架 Luggage rack
	座椅 Seats	53+1+1seats, PVC 53+1+1 座, PVC
	座椅附件 Seat accessories	扶手、杂物袋、背拉手 Armrest, Paper net, Handrail
	车身内饰 Trimming	整体式空调风道 Integral air duct
	车身外 饰 Exterior Trimmin gs	车门 Doors
行李仓门 Luggage compartment doors		全铝手动上移门 All aluminum automatically door
侧窗 Window		深灰色推拉窗 Tinted sliding window
司机窗 Driver window		白色单层玻璃推拉司机窗 White single layer glass with sliding driver window
顶风窗 Roof hatch		标准顶风窗 Standard Roof Hatch
冷暖风 Cooling & Heating System	空调系统 A/C System	科林 BFFS-06, 32000 大卡 Kelin roof mounted BFFS-06 A/C(32000kal/h)
	除霜系统 Defrosting System	自然风除霜 The natural wind defrosting
整车电 器 Electric System	后视系统 Rear View System	兔耳后视镜 Rabbit ear rear view mirror
	视听系统 Audio&Visual System	有播放器, 前置 22 寸固定液晶彩显, 行李架下 6 个 19 寸 液晶彩显 Player, front 22 inch fixed screen, Six 19 inch screens under the luggage rack
	灯具 Lamp	组合式前照灯, 分体式后尾灯, 前 2 白后 2 红示高灯 Integral head lamp, separate tail lamp, front 2 white and rear 2 red height lamp
	蓄电池/发电机 Battery/Generator	2 只 195Ah 扁平极柱蓄电池, 28V 140A 发电机 Two 195Ah batteries with flat poles and one 28V 140A alternator





其它 Others	发动机舱内 2 个灭火弹；车内 1 个 2kg 灭火器 Two fire extinguishing bombs in engine compartment, one 2kg Fire extinguisher in the bus USB 接口 USB Port 光纤顶 Star roof 木质窗立柱 Wooden decoration 卫生间和冰箱 Toilet/Fridge 饮水机 Water dispenser 前保险杠 Front bumper 前路牌 LED display board 贯穿式行李舱 Through luggage compartment 外部动态侧围灯 External dynamic side light 轮罩 Wheel cap 地毯 Carpet
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ANNEX 2: BALANCE PAYMENT SCHEDULE

附件二：余款支付表

According to the Sales Agreement (Agreement No.: *****) entered into by and between ***** (the "Buyer") and ***** (the "Seller") on *****, the Buyer purchases the following Products from the Seller: 根据 ***** (“买方”) 与 ***** (“卖方”) 于 *****年 *****月 *****日签署的《销售合同》(合同编号: *****), 买方自卖方处购买了如下产品:

Table with 2 columns: Field Name and Value. Fields include Number of Products/产品数量, Type of Products/产品型号, Invoice Number/发票号, and Bill of Lading Number/提单号.

And the Buyer shall, within 180/360/540/720 days (the "Term for Balance Payment") on and after the date of Bill of Lading, make the balance payment by telegraphic transfer (T/T) of **** percent (****%) of the Contract Price amounting to ***** (in wording :*****) in total by ***** installments to the Seller. The aforementioned balance payment shall be made to the Seller according to the following schedule:

并且, 买方应自提单日起 180/360/540/720 日 (“余款付款期限”) 内将合同金额的百分之 ***** (****%), 共计 ***** (大写: *****) 的余款分 ***** 期支付给卖方。前述余款应按下表支付:

Table with 3 columns: Payment Term, Due Date for Each Installment, and Amount for Each Installment(USD). Includes a summary row for 'Balance payment in total'.

The Buyer agrees and confirms that, in the event that the Buyer fails to make any due payment on time and in full according to this Balance Payment Schedule, all the outstanding amount payable by the Buyer under all the agreements signed by both Parties shall be accelerated, and the Buyer shall, upon the request of the Seller, immediately pay all the outstanding amounts to the Seller.

买方同意并确认, 如买方未按照《余款支付表》向卖方支付任何一到期笔款项的, 买卖双方签署的所有协议项下的买方所有未付款项将加速到期, 买方应根据卖方要求立即支付全部未付款项。

