

# CONTRACT

## 合同

Contract No.: (合同号码) : DF25CV-390TZ005

The buyer: GHW(T) LIMITED

Address: KUITONYAMA PLOT NO.0 BLOCK NO.0 KINONDONI DAR ES SALAAM TANZANIA

Tel:

Fax:

The seller: 中国东风汽车工业进出口有限公司

CHINA DONG FENG MOTOR INDUSTRY IMP & EXP. CO., LTD.

Address: 武汉经济技术开发区创业二路2号027-84301137

No.2 Chuangye Second Road, Wuhan Economic & Technology Development Zone, Hubei, China

The seller and the buyer above-mentioned have entered into this Contract on date 2025/03/17 in address Wuhan China under the terms and conditions stipulated below:

买卖双方依照下述条款于2025年03月17日中国武汉签订本合同。

### 1.COMMODITIES: 商品

Item	Description	Quantity	Color	Unit Price	Currency	Price Terms	Total
1	6x4 Tractor Cabin:D310 flat roof with 1 bed Engine: Cummins LK380, 279Kw(380hp), 1600N.m, Euro 2 Transmission: FAST 12JSD160T DD,12 forward gears& 2 reverse ,synchronized Tyre:315/80R22.5, 1 spare tyre.	22 unit	White	34,188.00	USD	CIF Dar es salaam	752,136.00
Total Contract Amount: 合同总金额:				752,136.00 USD			

产品技术参数详见附件1.

Remark: Product Technical Specification please check Annex 1.

2. TERMS OF PAYMENT: The buyer shall pay the advance payment (USD 75,213.60) of 10% of the contract amount by T/T within 7 days after both parties sign the contract. The payment of the 30% contract amount (USD 225,640.80) made before shipment, and the buyer shall pay the balance payment (USD 112,820.40) of 15% of the contract amount by T/T every 90 days after the date bill of lading, the total balance 60% (USD 451,281.60) will be paid within 365 days after the date bill of lading.

支付条款: 合同约定双方签订合同后 7 日内买方以电汇T/T方式支付合同总金额10%的预付款(USD 75, 213. 60), 国内发车前支付合同总金额的30%货款 (USD225, 640. 80)。买方在提单日后每90天以电汇T/T方式支付合同金额15%的尾款 (USD112, 820. 40), 合计60%尾款 (USD 451, 281. 60) 在提单日365天内付清。

### 3. COMMODITY DELIVERY:

商品交付

- (1) Shipping Marks: N/M
- (2) Loading Port: Any port of China
- (3) Port of Destination: Dar es salaam port
- (4) Shipping Documents:  
Commercial invoice: 3 copies

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Negotiable clean Bill of Lading: 1 copies

Packing list(s): 3 copies

4. Documents: The Seller will provide the Buyer customs clearing documents in time.

单据：由卖方负责及时向外商提供双边口岸的报关文件

5. BENEFICIARY'S BANK:

受益人银行

Bank Name	BANK OF CHINA HUBEI BRANCH, WUHAN ECONOMIC AND TECHNOLOGICAL DEVELOPMENT ZONE SUB-BRANCH		
Bank Address	NO 219 XINHUA ROAD WUHAN CITY, HUBEI PROVINCE CHINA		
Bank A/C Name	CHINA DONG FENG MOTOR INDUSTRY IMP AND EXP. CO., LTD.		
Account No.	561260506065	Currency	CNY
Account No.	554760507042	Currency	USD
Account No.	578182320278	Currency	EUR
Swift Code	BKCHCNBJ600		

Company Name: CHINA DONG FENG MOTOR INDUSTRY IMP & EXP. CO., LTD

Address: No.2 Chuangye Second Road, Wuhan Economic & Technology Development Zone, Wuhan City, Hubei province, China

6. DELIVERY DATE:

The Seller should ensure delivery within 60 days after receipt of the advance payment from the buyer. And the buyer should pay the balance payment before 365 days bill of lading.

发运日期：卖方应确保在收到买方的预付款后60日内具备交货条件，买方应在提单日前365天内以电汇T/T方式支付合同尾款。

The buyer must pick up the goods within 7 days after the seller notifies the seller that the products have been produced and export conditions are met, otherwise, the seller has the right to dispose of the products and deduct the advance payment.

买方必须在卖方通知买方产品已生产并符合出口条件后7日内提货，否则卖方有权处理产品并扣除预付款。

Within 30 days after the seller notifies the buyer of the delivery notice, the seller will be exempted from the storage fee. After 30 days, the seller has the right to charge a storage fee of 3 US dollars per day. If it exceeds 90 days, a PDI fee of 150 US dollars will be charged.

在卖方通知买方提货的30天之内，卖方免收仓储费用。超出30天后，卖方有权收取3美元每日的仓储费，超出90天收取150美元的整备费。

7. FORCE MAJEURE

"Force Majeure Event" means any event, circumstance or situation that directly or indirectly prevents the performance of any material obligation under this contract, and which cannot be foreseen by the relevant party, and which cannot be completely or partially avoided or overcome by the relevant party after taking reasonable and prudent measures; Including but not limited to: earthquakes, typhoons, floods and other natural disasters, fires, explosions, wars, terrorist acts, civil unrest, riots, strikes.

“不可抗力事件”是指直接或间接阻止本合同项下任何重大义务的履行，及相关方无法预见，及在采取合理审慎措施后相关方仍无法完全或部分避免或克服的任何事件、情况或状态；包括但不限于：地震、台风、洪水等自然灾害，火灾、爆炸，战争、恐怖行动、内乱、暴乱、罢工。

The party affected by the force majeure shall not be liable for breach of contract, but shall provide the other party with the appropriate certificate issued by the relevant authority for the occurrence and the duration of the force majeure within 30 days after the occurrence of the force majeure, and shall do its best to reduce its impact.

遭遇不可抗力的一方不承担违约责任，但应在不可抗力发生后的30日内向对方提供发生不可抗力及其持续期的有关机构出具的适当证明，并应尽最大努力减少其影响。

After the end of the force majeure event, both parties shall negotiate immediately to seek an equitable solution and shall use all reasonable efforts to mitigate the effects of the force majeure event.

不可抗力事件结束后，双方应立即磋商以寻求一个公平的解决方法，并应尽所有合理努力以减轻不可抗力的影响。

8. ACCEPTANCE CHECK :

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If the Buyer finds the quantity and/or the specification of the commodity not in conformity with the description set out in clause one, the buyer can put in a demurrer, which shall be supported by a report issued by a reputable survey institution approved by the seller, and the seller agrees to conduct an investigation about this demurrer. The demurrer concerning quantity and/or the specification shall be raised in writing within 7 days after the buyer completes customs clearance. The Buyer shall not hold the Seller liable for any reason whatsoever for any liability belonging to third parties such as insurance companies or transporters.

除条款外，如买方认为所交付商品的数量或技术参数与本合同条款不符，或商品存在损坏或重大瑕疵，并经卖方认可的第三方检测机构以报告形式证实，该异议应在买方完成清关之日起7日之内以书面形式提出，卖方同意就此进行调查。超过7天后，买方不得再以以上所列理由提起异议，对属于保险公司或运输方等第三方负责的，买方不得以任何理由要求卖方承担任何责任。

The buyer shall not refuse or delay the customs clearance on the grounds of quantity, non-conformity of technical specification or dispute of quality. Otherwise, the extra costs and losses arising there shall be borne by the buyer.

买方不得以数量、技术参数不符或质量存在争议等为由拒绝或延期办理清关手续，否则，因此产生的额外费用及相关损失由买方承担。

9. The validity, disputes, interpretation and performance of this Agreement shall be governed by and construed in accordance with the People's Republic of China law. In case of any discrepancy between the Chinese and English versions of the contract, the English version shall prevail.

本协议的效力、纠纷、解释及履行均适用中华人民共和国法律管辖并依其解释。本合同中、英文本如有不一致之处，以英文本为准。

In the event of any dispute, conflict or claim arising out of this Agreement, both Parties shall first negotiate amicably. If within thirty (30) days from the date one Party gives a written notice of dispute, conflict or claim to the other Party, such a dispute, conflict or claim cannot be resolved through friendly negotiation, then such a dispute, conflict, disagreement or claim shall be resolved by arbitration. The arbitration shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") and shall be conducted in accordance with its arbitration rules then in force. The place of arbitration shall be Beijing, China. Arbitral proceedings shall be conducted in English and Chinese. During the course of the arbitration, the contract shall be performed except for the part under arbitration.

The arbitral award is final and binding on both Parties.

如因本合同发生的任何争议、纠纷或索赔，双方应首先友好协商，如在一方向另一方发出有关争议、纠纷或索赔的书面通知之日起三十(30)日内，仍无法通过友好协商解决的，该等争议、纠纷或索赔应通过仲裁方式予以解决。仲裁应提交中国国际经济贸易仲裁委员会，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁地应为中国北京。仲裁应用英文及中文进行。仲裁期间，除仲裁部分以外的合同条款应继续执行。

仲裁裁决是终局的，对双方均有约束力。

#### 10. WARRANTY:

The warranty period is one Year, starts from the day when the vehicle is sold to end-user, no later than 12 months from the date of B/L(or customs clearance for DAF). Details refers to the DFMEIC overseas warranty policy.

质量保修期从车辆销售之日开始计算，一年质保期，以先到为准，从车辆销售给用户之日开始，最迟从提单之日(或边境交货清关之日)起12个月开始计算。细节按东风海外保修细则执行。

#### 11. VALIDITY OF THE CONTRACT:

The contract consists of 2 copies and each party keeps one hard copy. The contract shall be effective upon the signature by the authorized representatives of both parties and the seller receives down payment or 100% L/C. The contract remains valid until the completion of the rights and obligations of both parties under the contract. If the seller does not receive the down payment or the L/C within 60 days after the contract is signed, the seller has the right to dissolve this contract.

合同有效期：本合同一式两份，买卖双方各执壹份。本合同自双方授权人签字且收到预付款或100%信用证之后生效，有效期从合同生效之日起至双方权利义务履行完毕时止。合同签订后60天内，卖方没有收到预付款或信用证，卖方有权解除本合同。

The Seller

Authorized representative:

卖方授权代表:

For And On Behalf Of:  
CHINA DONG FENG MOTOR  
INDUSTRY IMP & EXP. CO., LTD

The Buyer

Authorized representative:

买方授权代表:

For And On Behalf Of:



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Products Technical Specification  
产品技术参数



Update:

Product Name 产品名称:	TRACTOR HEAD 牵引车
Type 类型:	6x4 Tractor

<b>Chassis Dimensions (mm) 底盘尺寸参数</b>		
Overall chassis length 长	6960	
Cab width 宽	2500	
Cab height (unladen) 高(空载)	3030	
Wheel base 轴距	3300+1350	
Front overhang 前悬	1500	
Rear overhang 后悬	810	
<b>Vehicle weights (kg) 整车质量参数</b>		
G. V. W 总质量	25000	
G. C. W 总质量	49000	
Curb weight 整备质量	8600	
<b>Frame profile Dimensions (mm) 车架外形尺寸</b>		
Frame width (front) 车架前宽	940	
Frame width (rear) 车架后宽	800	
Section height 断面高	280	
Section width 断面宽	90	
<b>Engine 发动机</b>	Type 型号	Cummins康明斯 LK380
	Emission level 排放水平	Euro 2
	Maximum power 最大功率	279kw (380hp) at 2000rpm
	Maximum torque 最大扭矩	1600Nm at 1200rpm
	Number of cylinders 缸数	6
	Displacement (lit) 排量	9.5
System 发动机型式	Water cooled, turbocharged, after cooled, cold start. 水冷式, 增压, 中冷, 冷启动。	
<b>Clutch 离合器</b>	Type 型号	国产
	Plate's diameter 离合器盘直径	φ430mm
	operating system 操纵方式	Hydraulic control with air booster, pulling 拉式, 液压操纵带气助力
<b>Gear box 变速箱</b>	Type 型号	12JSD160T DD
	Number of gears 档数	12 forward gears & 2 reverse, synchronized 12, 倒档位数2, 带同步器
	Ratios 速比	Forward: 15.53; 12.08; 9.39; 7.33; 5.73; 4.46; 3.48; 2.71; 2.10; 1.64; 1.28; 1 Reverse: 14.86; 3.33



东风商用车

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<b>Brake System</b> 制动系统	Full air brake system, split pneumatic circuit : parking spring brake acting on rear axles , exhaust brake, 双回路气制动系统、后桥弹簧驻车制动器、排气制动	
<b>Cab</b> 驾驶室	Sleeper cab, double bunks, forward control type, low roof, new face, all welded steel cab , mach cab tilting, front and rear mechanical cab suspension , adjustable driver' s seat, air conditioning system, manual windows, manual lock D310平头低顶驾驶室、全焊接钢机械翻转驾驶室、全浮式驾驶室、可调式司机座椅、带空调、手动门窗、手动门锁。	
<b>Axle</b> 前后桥	Front 前桥	Elliot type, I beam section 端拳式工字梁结构 Load capacity(ton)允许承载能力 7
	Rear 后桥	Single reduction , tandem axle, with axle lock , ratio 4.44 单级减速双联后桥, 轴间差速锁, 速比4.44。 Load capacity(ton)允许承载能力 13X2
<b>Tyres</b> 轮胎	315/80R22.5	
<b>Suspension</b> 悬架系统	Front 前悬	Leaf spring with stabilizer bar 钢板弹簧, 带横向稳定杆
	Rear 后悬	Leaf spring 钢板弹簧
<b>Battery</b> 蓄电池	Voltage (V) 电压	24
	Battery capacity (A.h) 蓄电池容量	140X2
<b>Fuel</b> 燃油箱	Type 类型	Chassis Aluminum fuel tank, with lockable cap , 底盘全铝燃油箱, 油箱盖锁。
	Capacity容量	800lit 800升