

# SALES CONTRACT

合同

RQP82A-5

CNT. NO.合同号: GHW/THT/LQC-2501

DATE 日期: 30 APR 2025

THIS CONTRACT IS MADE ON 30 APR 2025 BETWEEN YANGZHOU CIMC TONGHUA SPECIAL VEHICLES CO., LTD (HEREAFTER REFER TO "THE SELLER") - LOCATED IN 9 LINJIANG ROAD, YANGZHOU, CHINA AND GHW (T) LIMITED (HEREAFTER REFER TO "THE BUYER") - LOCATED IN KIITONYAMA DAR ES SALAAM THE BUYER AGREED TO BUY SEMI-TRAILER WITH TERMS AND CONDITIONS AS FOLLOWS:

该合同是由 扬州中集通华专用车有限公司 (在此称之为卖方) - 地址位于 江苏省扬州市临江路9号 和 GHW (T) LIMITED (在此称为买方) - 地址位于 KIITONYAMA DAR ES SALAAM 于 2025 年 4 月 30 日签订。买方同意向卖方购买 半挂车，具体条款和要求如下：

## 1. COMMODITY

买卖货物

ITEM 序号	DESCRIPTION 货描	QTY. 数量	UNIT PRICE 单价	AMOUNT 金额
1	40FT 3-AXLE SIDEWALL SEMI-TRAILER Sidewall height 1,000mm CIMC 13T axle x 3sets Triangle brand 12R22.5-16PR tirex 13sets Mechanical 7-leaf suspension WABCO brake system w/o ABS JOST landing leg & Kingpin 12 twist locks Spare tire carrier 2sets Tool box 1set Tarpaulin 1set	22	\$13,400	\$294,800
CIF DAR ES SALAAM OR TANGA, TANZANIA				\$294,800
SAY IN US DOLLARS TWO HUNDRED AND NINETY FOUR THOUSAND AND EIGHT HUNDRED ONLY 美元合计: 贰拾玖万肆仟捌佰元整				
Price terms: CIF DAR ES SALAAM OR TANGA, TANZANIA 价格条款: CIF DAR ES SALAAM OR TANGA, TANZANIA				

## 2. PRODUCTION SCHEDULE:

制造时间: 30 working days after drawing & specification confirmed, sales contract signed, and down payment received.  
确认图纸规范、合同签署且收到预付款后 30 个工作日。

## 3. TERMS OF PAYMENT:

付款条件: 20% down payment (ie USD58,960), balance (ie USD235,840) before delivery.  
20%预付 (58960 美元), 尾款 (235840 美元) 发货前付清。

## 4. BANKING DETAILS:

银行付款资料:

Beneficiary: YANGZHOU CIMC TONGHUA SPECIAL VEHICLES CO., LTD  
Address: 9 LINJIANG ROAD, YANGZHOU, CHINA

For and on beha  
YANGZHOU CIMC TO  
扬州中集通

李艳林  
Authorized Signatu

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Tel: (86)514-87872979  
Seller's Bank: CHINA CONSTRUCTION BANK CORP., YANGZHOU  
BRANCH  
Account Number: 32014250600220101662  
SWIFT CODE: PCBCCNBJJSY

**5. TRADE TERMS:**

贸易术语: **CIF DAR ES SALAAM OR TANGA, TANZANIA**

The trade terms related to this contract adhere to the Incoterms 2020.

本合同贸易术语遵守《国际贸易术语解释通则 2020》。

三台一组打包 7 组, 单台 1 组, 散货船运输

3units/7 x bundles & 1unit, by bulk vessel

**6. GUARANTY:**

质保条款:

The Seller shall provide the Buyer with the following warranty terms: within 12 months from the date of delivery to the port of shipment, if the Buyer discovers any defects in the product's craftsmanship, materials, or manufacturing, under the condition that the product is used properly, in a normal environment, and not overloaded, the Buyer shall immediately present an inspection report from a mutually recognized third-party authority. Upon Seller's confirmation, the Seller will provide free replacement or repair of the defective product or component. The Buyer shall bear the expenses for local repairs or replacements.

卖方向买方提供本保用条款: 交车至装运港之日起产品 12 个月内, 如果买方在正常环境, 不超载, 正确使用操作产品的前提下, 发现该产品在工艺, 材料或制造上有缺陷, 买方应立刻向卖方出示双方认可的第三方权威机构的检验报告, 在卖方确认后卖方将免费提供更换或维修该缺陷产品或部件, 买方将自费在当地进行维修更换。

**7. INSURANCE:**

保险条款: Covered by the seller.  
由卖方负责投保。

**8. DOCUMENTS:**

单据:

(1) Invoice in 3 copies

发票: 3 份

(2) Packing list in 3 copies

装箱单: 3 份

(3) Bill of lading in full set

提单: 全套

**9. FORCE MAJEURE:**

不可抗力:

If force majeure occurs during the process of production, loading, and transportation, the seller shall be exempted from the responsibility of delayed delivery or cancellation of delivery. The seller shall notify the buyer of the occurrence of such force majeure within 14 days after the event.

如果在生产, 装载和运输的过程中遭遇不可抗力, 卖方将免除延迟交货或取消交货的责任, 卖方将立即将上述发生的不可抗力在事件发生后 14 天内通知给买方。

**10. ARBITRATION:**

仲裁条款:

All disputes in connection with the contract or the execution thereof shall be settled friendly

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through negotiations. In case no settlement can be reached, the case may then be submitted to China International Economic and Trade Arbitration Commission ( Located in Beijing, China ) for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitration award shall be final and binding upon both parties. Arbitration fee shall be borne by the losing party.

仲裁：因执行本合同所发生的或与本合同有关的一切争议，应由双方通过友好协商解决，如果协商不能解决，应提交中国国际经济贸易仲裁委员会（位于中国北京）根据该会的仲裁程序暂行规则进行仲裁。仲裁裁决是终局，对双方都有约束力。仲裁费用由败诉方承担。

## 11. OBSERVATION OF LAWS

### 遵守法律

The formation of this Contract, its validity, termination, interpretation, execution and settlement of any disputes arising thereunder shall be governed by the laws of People's Republic of China, excluding any choice of law or conflict of law provisions.

本合同的成立、有效性、终止、解释、履行和本合同项下争议的解决应由中华人民共和国法律管辖并非排除其他一切冲突法的适用。

## 12. SANCTION CLAUSE

### 制裁条款

The seller strictly comply with the export control regulations and sanctions of the signatory countries, the USA, the EU, and the UN, and requires the buyer to irrevocably undertake to abide by the foregoing provisions equally.

卖方严格遵守合同签署国、美国、欧盟、联合国的商品出口管制规定及制裁规定，并要求买方承诺同等遵守前述规定。

The buyer is fully aware of the foregoing requirements, and irrevocably undertake to abide by the export control regulations and sanctions of signatory countries, the USA, the EU, and the UN, including but not limited to, not re-selling and/or re-exporting the commodity under this contract directly or indirectly to the countries, enterprises and individuals controlled and/or sanctioned by the signatory countries, the USA, the EU, and the UN.

买方知悉前述要求，并承诺遵守合同签署国、美国、欧盟、联合国的商品出口管制规定及制裁规定，包括但不限于不会将本合同项下的标的物直接或间接转卖及/或出口至合同签署国、美国、欧盟、联合国管制及/或制裁的国家、企业和个人。

Upon the request of the seller, the buyer should promptly provide the seller with detailed true information and all necessary supporting documents, including but not limited to the end-user's name, nationality, place of delivery and so on of the commodity under this contract in the re-sale and re-export transaction.

应卖方要求，买方应当及时向卖方提供其转卖、转出口本合同项下标的物的详尽的真实信息及相关必要证明文件，包括但不限于转卖、转出口交易中的买方名称、买方国籍、交货地点等。

Any violation of the above undertaking, will constitute fundamental breach of this contract, thereafter the seller shall be entitled to unilaterally terminate this contract by written notice, and reserve the right to claim for breach of contract.

买方一旦出现违反上述约定的情况，即属于根本违约，卖方有权以书面通知的形式单方面解除合同，并保留追究违约赔偿的权利。

## 13. SPECIAL PROVISIONS:

### 特别条款:

13.1 The seller should send the buyer a written shipping advice after products ready. Balance

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payment should be made by buyer as per clause 3 of the contract after receiving seller's above mentioned shipping advice. If the balance payment is not received and the products cannot be shipped due to the reason of buyer within 90 days after above shipping advice date, the seller has the right to terminate the contract without refunding all or part of payment received and to confiscate all the products at the same time, and reserve the right to claim the balance interest.  
 卖方在车辆完工后向买方提供书面的发运通知，买方在收到发运通知后需按照合同第 3 条的约定支付余款。如果卖方未能及时收到余款，且由于买方的原因导致其收到发运通知 90 天内仍未发运，卖方有权终止合同并自行处理货物，且不退还部分或全部收到的款项，并保留追索余款及利息的权利。

13.2 The ownership of the products will not pass to the Buyer until all sums owing to the Seller (including liquidated damages, if any) have been paid. Levying of liquidated damages will not prejudice the Seller's other rights stated in this contract.  
 产品的所有权应在买方付清所有欠付卖方的款项(包括违约金，如果有的话)后方能转移至买方。收取违约金并不影响卖方本合同项下的其他权利。

13.3 The seller does NOT take any responsibility related to the trailer's license registration in the country where the trailer is used.  
 卖方对挂车在使用国的上牌不负责任。

13.4 In witness thereof, this contract is signed by both parties in two original copies. Each party holds one copy.  
 作为依据，本合同由买卖双方共同签订后生效。本合同正本一式两份，买卖双方各执一份。

13.5 This contract is made out in both Chinese and English, in case of any discrepancy between the Chinese and English, English takes priority.  
 本合同采用中英文书写，如果两种文字有冲突，以英文为准。

Seller sealed  
 卖方盖章

Buyer sealed  
 买方盖章



For and on behalf of  
 YAN CHUN CHENG TONGHUA SPECIAL VEHICLES CO., LTD.  
 扬州世华商用车有限公司

Authorized representative  
 授权代表签字

Alan 李限  
 (授权签名)

Date  
 日期

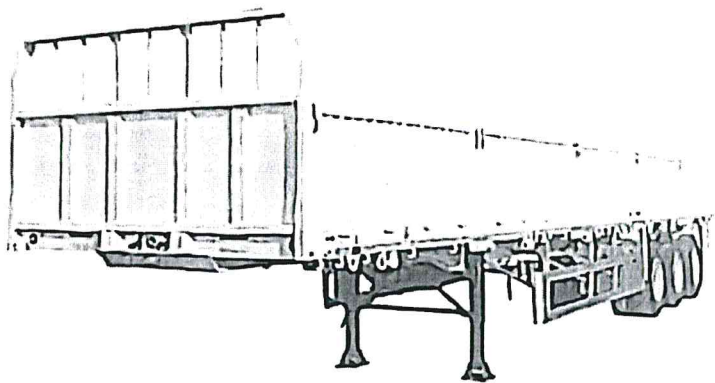
Authorized representative  
 授权代表签字

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Date  
 日期 2025.5.1

扬州中集通华 40ft 三轴栏板车技术规范

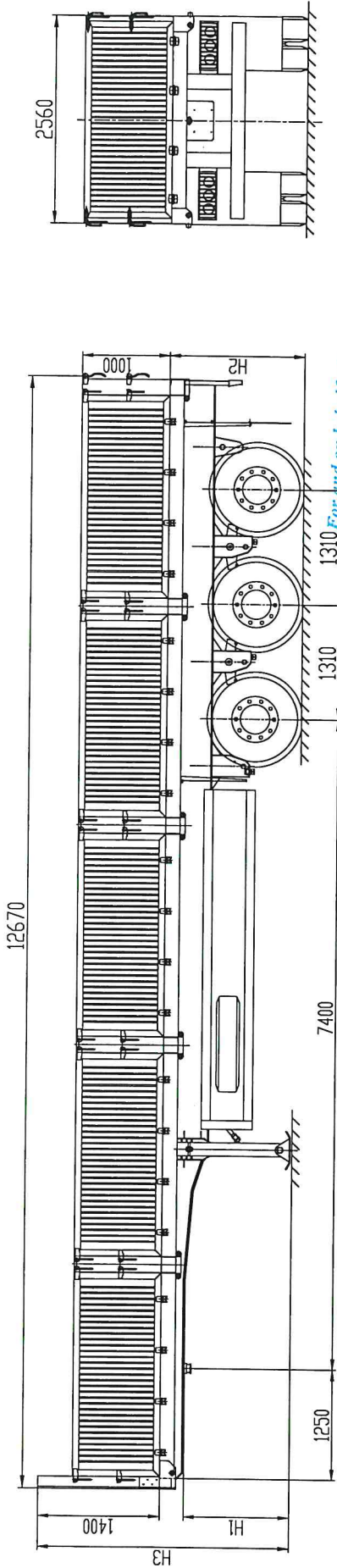
Yangzhou CIMC-THT 40ft Tri-Axle Semi-Trailer With Sidewall Specification

Reference picture 参考图片 (The picture for reference only, please consult with spec and drawings 图片仅供参考, 请以最终技术规范及图纸为准)			
类型 Type		三轴栏板车 Tri-Axle Semi-Trailer with Sidewall	
型号 Model		THT9480	
参数 Parameter	Dimensions 外形尺寸	整车尺寸 Overall Dimensions (mm)	长×宽×高 L×W×H:12,670×2,560×H (The height can be adjusted by the specification of tractor, 高度可根据牵引车参数调整)
		前挡板 Front wall	1,400mm
		栏板 Drop side wall	1,000mm 栏板外跨, 当运输集装箱时, 无需拆除栏板 When transport containers, no need to remove the sidewalls
	Weight 质量	自重 Tare weight (kg)	Approx.8,300 (excluding the spare tire)
		最大载重 Max. Payload (kg)	35,000
材料及配置 Fabric & Configuration		底板 Floor	2.75mm check plate 2.75mm 花纹面板
		轮胎 Tire	型号: 12R22.5-16PR, 每辆车配备 13 条含 1 条备胎, 三角轮胎 Type: 12R22.5-16PR, equip 13pcs per chassis including one spare tire; Tri-angle brand.
		轮辋 Rim	型号: 22.5*9.00, 每车配备 13 只钢圈含 1 只备用钢圈。 Type: 22.5*9.00, equip 13pcs per chassis including one spare rim.
		车轴 Axle	CIMC 13 吨级, 三轴 CIMC 13T*3 sets
		牵引销 King pin	JOST 50#, 装配式 JOST 50#, bolt on type
		悬挂 Suspension	加强型机械悬挂, 7 片簧, 90*16mm Mechanical 7-leaf reinforced suspension, 90*16mm
		支腿 Landing Gear	JOST E100
		制动系统 Brake system	气室制动, 后两轴双腔气室, WABCO 制动阀, 无 ABS。 Dual air brake system, 30/30 type, WABCO brake valve w/o ABS.

气制动管连接器 Air brake pipe connector	握手阀一副，随车散发快插接头一副 Glad hand 1set, plus quick connection valve 1set
电器系统 Electric system	24V, LED 灯具 24V, LED lights.
备用油箱 Spare fuel tank	无 Nil.
工具箱 Tool box	1 件 1 set
侧护栏 Side guardrails	左右两侧 Left and right sides
挡泥板 Mudguard	直板挡泥板 Straight mudguard
篷布 Tarpaulin	1 件 1 set
备胎架 Spare tire carrier	每辆车配备 2 件 Equipped 2set per chassis
集装箱锁具 Container lock	12 套集装箱专用锁 12 sets of container locks
绳钩 Rope hook	标配 Standard
紧绳器 Rope tightener	标配 Standard
喷漆 Painting	KTL 电泳+自动化喷粉 KTL electrophoresis + automatic powder spraying
颜色 Color	根据客户要求 By customer's requirement
其他 Others	<ul style="list-style-type: none"> <li>英文铭牌 Nameplate: English model</li> <li>三台一组打包 7 组，单台 1 组，散货船运输 3units/7 x bundles &amp; 1unit, by bulk vessel</li> <li>以上未提及的所有细节均应符合中国标准。 All the details not mentioned above should be comply with Chinese standard.</li> <li>中集通华对拖车在终端国家/地区的许可证注册不承担任何责任。 CIMC-THT does not take any responsibility on the trailer's license registration in the terminal country.</li> </ul>

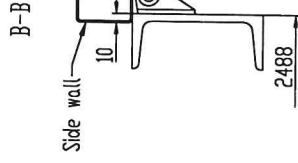
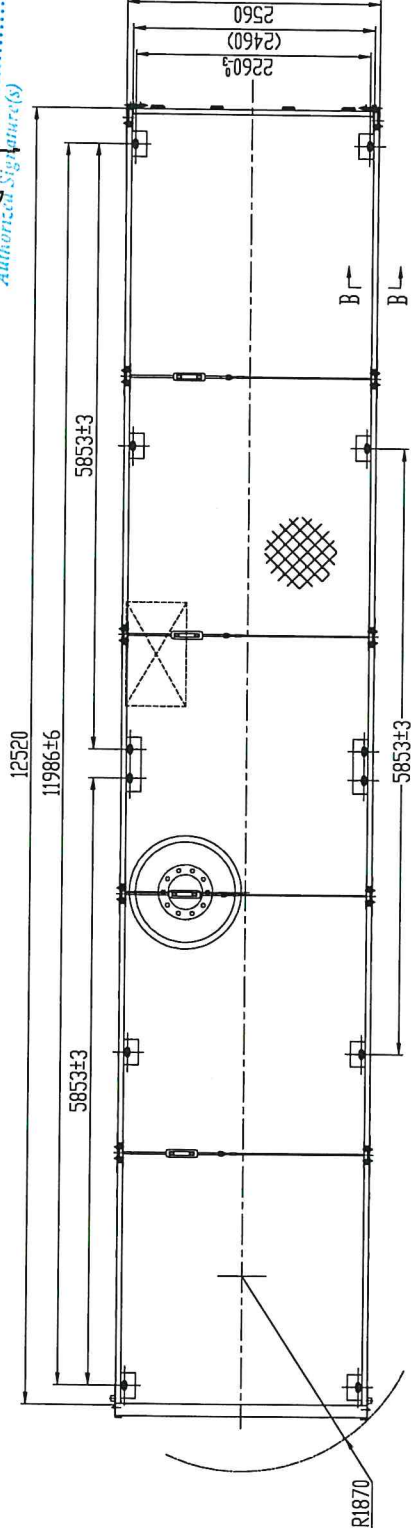
ES CO,  
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权签

GHW/THT/Loc 250



For and on behalf of  
 YANGZHOU CIMC TONGHUA SPECIAL VEHICLES CO., LTD.  
 扬州中集通华专用车有限公司

*[Signature]*  
 Authorised Signature(s)  
 (授权签名)



- NOTE: 1, The maximum load of this semi-trailer is 35,000kg.  
 2, CIMC Tonghua does NOT take any responsibility on the trailer's license registration in the terminal country.

<b>THT</b> YANGZHOU CIMC TONGHUA SPECIAL VEHICLES CO.,LTD.			
Title: 3-axle Container Semi-trailer with Side Wall			
Modelled: S.HD	2025.05	Mat'l:	Scale:
Drawn:		Wt(kg):	Qty:
Checked:			
Approved:		Dwg No.:	THT9480
Sheet 1	of 1	Revision: A	

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