

Manufacturing Agreement Contract

for reference only

The date of Signature 签约日期:

Party A/Buyer 甲方: XXX

(US citizen, Passport #xxx)

Address: xxx

E-mail: xxx

Phone: xxx

Bank info:

Bank Name: XXX

银行 xxx

Bank Account Number: xxx

银行账号:

Party B/Seller 乙方: xxx

(English)

Address: XXX (English)

Contact: 某某 (English) Phone: 0086xxx

Bank info:

Bank Name: xxx

(Chinese)

Bank Account Number: xxx

银行账号:

The Party A and The Party B through friendly consultations, agreed to sign and enter this contract in accordance with the provisions of following terms:

甲方和乙方, 双方经过友好协商, 同意按照以下条款签订本合同:

1. Whereas Party A agrees to ORDER Party B to manufacture XXX based on Party A's requirements.

甲方授权乙方生产其 XXX 产品, 乙方必须严格按照甲方的要求加工。

PRODUCTS for manufacturing, as follow (产品条款: 明细及价格 RMB 人民币, 如下)

All prices in this contract are based on XXX pricing.

本合同中的所有价格均基于人民币 XXX 价格。

2.Payment terms:付款方式

The total cost of products shall be XXXRMB. Party A agrees to pay a XXX deposit of XXXRMB to initiate production. When production of all products is completed, Party B will provide Party A an inspection period of 24 hours. After the qualified inspection period, Party A agrees to pay the remainder of total cost totaling XXXRMB.

该笔产品交易金额为 XXXRMB。甲方同意支付合同金额的 XXX 作为定金（即 XXXRMB）用于启动生产。当所有产品的生产完成后，乙方将为甲方提供 24 小时的产品检验期。在合格检查后，甲方同意支付合同余款 XXXRMB。

3.Warranty clause: 质保条款

Party B guarantees that a period of 1 year from date of manufactured for the PRODUCTS should be functioning effectively.

乙方保证自产品出场之日起 1 年内运行有效。

4.Production & Delivery 生产和交付:

Upon payment of the aforementioned XXX deposit, Party B agrees to begin production of PRODUCTS. Party B agrees to finish production of all PRODUCTS with XXX calendar days after the XXX deposit date. Party A will take care of the logistics and pay the total cost of shipping from XXX to XXX. Party B agrees to provide support in these efforts.

甲方支付合同定金后，乙方同意开始生产产品，并且同意在定金日期之后的 15 个自然天内完成该合同的所有产品生产。此外，甲方将负责物流，并支付从中国 XXX 到 XXX 的总运费，乙方同意为这些提供支持。

5.Late delivery and penalty 迟交货与罚款

If there are delays in production completion, Party B agrees to pay a penalty fee of XXX of total product cost for each day of delay. The penalty needs to be paid to the designated account of Party A within 7days.

如果延误生产，乙方同意每延误一天就支付给甲方合同产品总金额的%作为罚款。该笔罚款需要 7 天内支付宝给甲方指定账户。

Party B shall not bear the responsibilities when this contract can not be fulfilled because of force majeure (force majeure as earthquake, natural disaster, war, and government policy, etc.).

乙方不承担由于不可抗力造成延误而导致的损失，例如地震、天灾、战争、政府政策调整等。

7.Language of the Contract 合同语言

This contract is written in the English language. Any Chinese translation of this contract that may be prepared shall be for reference only and shall in no event be used in the interpretation of any provisions of this contract.

本合同用英语书就。本合同的任何中文译文应仅供参考之用，并在任何情况下均不得用于解释本协议的任何规定。

8.Applicable Jurisdiction, arbitration: 适用的司法管辖权，争议解决

Agreement is under Chinese law administration and explanation according to Chinese law, I any arbitration in the course of execution or explanation, both parties could not reach a common agreement. Such arbitration will submit to Shanghai International Arbitration center (hereinafter referred to as "SHIAC") to proceed final sanctions based on prevailing arbitration law and arbitration. Such arbitration will be down in English. Such arbitration shall be final one, to be aide by both parties. Occurred arbitration cost generated will be charged y losing Party except any except decision by arbitration.

本协议受中国法律管辖并按照中国的法律进行解释，由于本协议的履行或解释而产生的争议，如双方无法协商解决，应提交上海国际仲裁中心并按照其当时有效的仲裁规则和仲裁程序进行最终裁决。仲裁应用英文进行。上述仲裁裁决为终局裁决，对双方均有束力。除仲裁裁决另有裁定外，仲裁费用应有败诉方承担。

9. Other appointments 其他约定

Without written consent, any party cannot transfer its complete or partial obligations under this contract, and contract cannot be charged with any other reasons. Contract is signed in two copies; each party holds one.

未经另一方同意，任何一方不得转让其在本合同项下的全部或部分权力。未经双方事先书面达到一致意见，本合同不得已任何其他理由而更改。本合同一式两份，双方各执一份。

10. 本合同自签订之日起立即生效，本合同一拾贰份，双方各执一份，每份合同具有同等法律效力。

This contract shall take effect immediately from the date of signing. This contract shall be in duplicate and each party shall hold one copy, and each contract shall have the same legal effect.

By signing this form, you acknowledge the terms and conditions of the original CONTRACT as agreed between the parties above.

签署此表，代表双方彼此都承认上述各方质检达成协议的合同条款。

Party A/Buyer (Signature)

买方 (签署) :

Party B/Seller (Signature)

卖方 (签署) :