

Sales Contract and services agreement

销售与服务协议

BETWEEN

于

COOPERL TRADING (BEIJING) CO., LTD.

科普利信贸易（北京）有限公司

AND

与

Henan Zhengyang Pig Breeding Farm

河南省正阳种猪场

Number of the contract CH 20240412

于 BETWEEN

- (1) 科普利信贸易(北京)有限公司, 一家根据中国法律注册成立并存续的公司, 注册登记号 91110101051434159P, 法定地址: 北京市朝阳区光华路 9 号楼 3 层 305 室. 100020. 中国。

COOPERL TRADING (BEIJING) CO., LTD., a limited company, duly incorporated under the Chinese laws (registered company number _91110101051434159P whose registered office is at Room 305, Building D GuangHuaLu SOHO II, 9 GuangHuaLu, ChaoYang District, Beijing 100020 China; and

法定代表人托马戈多, 职务: 总经理, 有权签署本协议,

legally represented by: Thomas Gaudeau acting as General Manager, duly entitled to sign this Contract,

电话号码: [+86 10 85655997]

Telephone Number: [+86 10 85655997]

以下简称为“科普利信”;

hereinafter referred to as COOPERL TRADING;

与 AND

- (2) 河南省正阳种猪场, 注册地址: 河南省驻马店市正阳县 S219

Henan Zhengyang Pig Breeding Farm., with its legal address at: S219, Zhengyang country, Zhumadian city, Henan province

法定代表人或授权代表: 章四新, 有权签署这个合同。

legally represented by: Mr. Zhang Sixin, duly entitled to sign this Contract,

电话: [+86-18939646207]

Telephone Number: [+86-18939646207]

-以下统称为“客户”

-hereinafter referred to as the “Customer”.

-以下统称为“双方”-

- hereinafter referred to as “The parties” jointly –

鉴于, **WHEREAS,**

- (1) 科普利信是一家中国公司,经营食品的批发;提供畜牧业生产设备、育种设备及其配件、环保设备的批发及售后服务;鲜肉、清洁剂、卫生杀虫剂、饲料及饲料添加剂的批发;佣金代理(拍卖除外);商务咨询;企业咨询;市场信息咨询;技术咨询、技术服务、技术转让;货物进出口、技术进出口、代理进出口(不涉及国营贸易管理商品;涉及配额许可证管理商品的按国家有关规定办理申请手续)。(依法须经批准的项目,经相关部门批准后依批准的内容展开经营活动。)

COOPERL TRADING (BEIJING) CO, LTD. operates in wholesale of food; wholesale and after-sale service of livestock production and breeding equipments and their accessories; wholesale of fresh meat, detergent, disinfectant, hygienic insecticide, feed and feed additive; commission agency (auction excluded); business consulting, enterprise management consulting, market information consulting; technical consultation, technical service, technology transfer; import and export of goods and technology, import and export agent services (no State-trade managing goods involved; if any quota or license required for any goods, relevant application formalities shall be handled according to State regulation)

- (2) 河南省正阳种猪场, 是一家以生猪繁殖和养殖, 并在中国市场上进行销售为经营活动的中国公司;
- Henan Zhengyang Pig Breeding Farm, is a Chinese company whose business activity is farming and breeding of pigs for the sale on the Chinese market;
- (3) 双方愿意由河南省正阳种猪场智慧牧场建设项目包 2 中标方科普利信组织销售其产品, 就河南省正阳种猪场智慧牧场建设项目包 2 中标项目在买方所在地安装产品用于生猪的养殖。

Both parties are willing to organize the sale of products by the bidding party Cooperl Trading, in Package 2 of the Henan Zhengyang Pig Farm Smart Farm Construction Project. For the winning project in Package 2 of the Henan Zhengyang Pig Farm Smart Farm Construction Project, the products will be installed at the buyer's location for pig breeding.

因此, 客户和科普利信经过友好协商, 兹就本协议达成如下条款。

THEREFORE, COOPERL TRADING and THE CUSTOMER have agreed through friendly negotiation on the terms and conditions of this Contract as stipulated below.

第 1 条 适用范围和产品 **Scope of Application and Products**

1.1 适用范围 **Scope of Application**

本协议适用于双方事先就有关商品达成合意的任何一笔交易和服务。

This Contract shall be applicable to any sales and services supply regarding commodities agreed herein between the parties..

1.2 产品范围 Product Range

科普利信特此向客户销售猪舍设备- 环控设备以及设备的安装。

COOPERL TRADING hereby sells to the Customer farm housing equipment climate control equipment for manure separation treatment(A list and description of products (hereinafter referred to as "Products") to be purchased under this Contract is attached to this Contract as Annex 1.) and will supply relevant ancillary services for supervision of concrete slabs production, of installation and putting in service the facilities. In order to this, COOPERL TRADING hereby agrees to act as a reasonable and prudent operator to provide each of the Services to THE CUSTOMER and THE CUSTOMER agrees to purchase and take from COOPERL TRADING each of the Services from the Commencement Date, subject to and in accordance with the terms and conditions of this Agreement and, in particular, COOPERL TRADING shall provide each of the Services to THE CUSTOMER:

1.3 Service Range

1.3 服务 科普利信负责所售设备的安装和调试运行，并帮助客户达到科普利信所提供设备的使用要求。

Service Cooperl Trading should install the products which Cooperl Trading sold to customer, and make it sure can work well.

第 2 条 支付条款 Terms of Payment

2.1 价格 Price

科普利信交付的产品和服务的优惠后发票总价格为 3,477,532.36 元。大写：叁佰肆拾柒萬柒仟伍佰叁拾貳圓叁角陆分整。（以下简称为“合同价款”）。

The total discounted invoice value of the Products and the Services to be delivered and installed by the COOPERL TRADING amounts to 3,477,532.36 RMB (one (hereinafter referred to as "Contract Price").

Unless otherwise provided, the price of each Products and Services shall include all VAT, and COOPERL TRADING shall issue to THE CUSTOMER a proper VAT invoice in respect thereof .

除其它特别约定以外，每个产品和服务的价格应含增值税，科普利信应为客户提供增值税专用发票。

2.2 分期付款 Arrangement of Instalments

客户应根据以下分期付款方案向科普利信支付合同价款：The Customer shall pay the Contract Price to the COOPERL TRADING according to the following arrangement of instalments:

- 自本协议签署之日起的十（10）日内应支付合同价款的百分之三十（30%）（以下简称“第一期款”）；
- Thirty percent (30%) of the Contract Price shall be paid against COOPERL TRADING's original Pro Forma Invoice within ten (10) working days after the signature date of this Contract (hereinafter referred to as the "First Instalment");
- 客户应于发货前 10 个工作日凭科普利信关于发货时间的书面通知电汇预付科普利信合同总金额的 50%。（以下简称“第二期款”）；
- The customer shall prepay 50% of the total value of Contract Price on the fact of the Equipment is ready for delivery, 10(ten) working days before the delivery date after written notification of COOPERL TRADING that Equipment is ready for shipment (hereinafter referred to as the "Second Instalment");
- 货物到达买方工地现场后 2 个月内，买方向卖方再支付合同总额的 15%。（以下简称“第三期款”）；
- 15% of contract value should be paid within 2 calendar months after the goods arrival on site. (hereinafter referred to as the "Third Instalment");
- 5%的合同金额作为质保金，保质期满 5 个工作日内向科普利信支付，必须在收到货的 18 个月内全部支付。（以下简称“第四期款”）；
- The 5% of the contract value is used as the quality guarantee, which should be paid to Cooperl within 5 working days after the expiration of the warranty period. It must be paid in full within 18 months of receipt of the goods. (以下简称“第四期款”）。

第 3 条 交货条款 **Terms of Delivery**

3.1 完税后交货地址：河南省驻马店市正阳县 S219

DDP address: S219, Zhengyang country, Zhumadian city, Henan Province, China.

3.2 产品和服务应在客户付出第一笔付款后 60 天内安排发运。

the Products and equipments will be arranged to the Job site of customer within 60 days since the buyer has paid the first instalment.

服务将于产品和服务送达之日起执行，安装运行之日起结束。

The Service delivery will start after delivery of products and equipments and will end at the start-up of the installation.

3.3 包装 Packaging

本合同下的设备和产品需合理包装适于运输，以避免损坏。

The Equipment and products supplied under this Contract shall be packed suitably for auto transportation and protected to prevent damage.

货物的尺寸，毛重，净重和必要的警示标志，比如“请勿倒置”，“切勿受潮”，“小心搬运”，“由此钩吊”的标志语，在必要时，必须用不褪色的颜料印在每个包装箱的表面。

The measurement, gross weight, net weight of each package and any necessary cautions such as "Do not Stack Upside Down", "Keep Away From Moisture", "Handle With Care", "Hook-on Point" shall be stencilled on the surface of each package with fadeless pigment, whenever necessary.

第 4 条 所有权保留 Retention of Title

节 4.01 科普利信保留已交付产品的所有权直至客户支付合同价款的百分之一百（100%）。所有权保留也同样适用于客户在未向科普利信付清全部货款之前将货物售予第三方（若适用法允许）的情况。

The Products delivered remain the property of COOPERL TRADING until the payment of one hundred (100%) of the Contract Price by the customer. Retention of title shall also apply, as it is possible under the applicable law, in case the customer sells Products to third parties before payments are made in total to the COOPERL TRADING.

如果客户拖欠货款超过 2 个月，科普利信有权解除本协议。客户应自付费用将产品返还至科普利信的仓库。客户至此已支付的款项应视为其未能完全履行协议而向科普利信支付的违约金赔偿。

If the customer is in arrears with payments over 2 months, the COOPERL TRADING shall be entitled to rescind the Contract. The customer shall then return the Products to the COOPERL TRADING's warehouse at the Customer's own expenses. The customer will pay a penalty indemnity for non-fulfilment of the Contract to the benefit of COOPERL TRADING.

第 5 条 检验 Inspection

5.1 产品验收 Checking and Acceptance of the Products

5.1.1 产品到达双方约定的最终目的地时由客户负责卸货。

The customer is responsible of unloading the Products at the arrival of the Products at the as agreed by both parties.

5.1.2 客户应在产品到达双方约定的最终目的地时立即进行检验，检验产品包装箱的数量与所附的装箱单是否相符。

The customer shall check without delay at arrival of the Products at the Final Destination as agreed by both parties the conformity of the quantity of the packages of the Products with the packing list joined with the Products.

5.1.3 在包装箱数量不一致或有损毁的情况下，客户应在产品到达最终目的地的五（5）天之内书面通知科普利信。

In case of discrepancy in quantity or in case of damage of the packaging, the customer shall inform the COOPERL TRADING in writing within five (5) days from the arrival of the Products at the Final Destination.

5.1.4 在任何情况下，在科普利信技术人员到达最终目的地之前，客户不得擅自打开包装，并采取现实可行的措施保证包装的完好状态。

In any case, the customer shall not open any packages and shall preserve all the packages intact and in good conditions by practically proper means until the arrival at the Final Destination of the COOPERL TRADING's technician.

5.2 产品检验 Inspection of the Products

5.2.1 在科普利信派遣的技术人员到达最终目的地之日起的二（2）天内，客户应和科普利信技术人员一起检查、检验产品的数量和质量是否与本协议中所列相符。

The check and inspection of the conformity of the quantity and quality of the Products with the Products listed in this Contract shall be conducted by the customer together with COOPERL TRADING's technician within two (2) days from the arrival of this technician at the Final Destination.

5.2.2 如果产品的数量或质量存在任何不符，客户应在科普利信技术人员到达客户所在地之日起的五（5）天内书面通知科普利信。

In case of any discrepancy in quantity or quality of the Products, the customer shall inform the COOPERL TRADING by written notice within five (5) days from the arrival of the technician sent by the COOPERL TRADING on site of the customer.

第6条 质保期 Warranty

6.1 质保期条款的内容 Contents of Warranty

科普利信应保证至风险发生转移时，科普利信交付的所有产品在质量、规格和包装方面均应符合本协议的规定。此后，科普利信提供保证的质保期为自产品在客户所在地投入使用后的十二（12）个月。如果产品保持包装状态，质保期为自产品的交货日期起的十八（18）个月。在质保期内，产品应保持良好状态，并适合于本

协议规定的使用。如果客户已打开产品包装但在产品到达最终目的地后的一百二十（120）天内仍然没有对产品进行安装，则质保期终止。质保期之后，技术人员到现场支持费用为 2000 元/天/人（交通费另算）。

COOPERL TRADING shall warrant that upon the time of passing risk all Products delivered in quality, specifications and packaging, shall be conform to this Contract's stipulations. Thereafter, the COOPERL TRADING provides a warranty with the warranty period of twelve (12) months as from the date of putting Products into service on site of the customer. If the Products remain packed, the warranty period is eighteen (18) months as from the Delivery Date of the Products. During the warranty period the Products shall remain good status and fit for use as stipulated in this Contract. If the Products are unpacked by the customer but the customer does not install them within one hundred and twenty (120) days after the arrival of the Products at Final Destination, the warranty is terminated. After the warranty period, the cost of technician on-site support is RMB2000/day/person (excluding transport charges)

6.2 客户的义务 Obligations of the customer

6.2.1 客户应保证现场的环境和安装产品的建筑符合操作手册、技术说明和建筑总图中的要求。

The customer shall ensure the environment on site and the building in which the Products shall be installed shall comply with the requirements as set forth in the operating manuals, technical specifications and the general drawing of the building.

6.2.2 产品的安装，运行，使用和维护应按照操作手册、技术说明和建筑总图进行。

The installation, operation, service and maintenance shall be in accordance with the operating manuals and technical specifications, and the general drawing of the building.

6.2.3 客户应确保在现场有正确的持续性的电力供应，并保证产品在操作手册和技术说明规定的适合的温度区间和电压范围中应用。

The customer shall ensure correct and continuous power supply on site, and preserve the Products in appropriate temperature range and power voltage range according to the operating manuals and technical specifications.

6.2.4 客户在发现产品有任何的缺陷和/或问题后，应尽快做适当记录并书面通知科普利信。

The customer shall properly record and inform COOPERL TRADING by written notice any and all defects and/or problems noticed on the Products as soon as they occur.

6.2.5 在没有取得科普利信事先书面同意的情形下，在质保期内客户不得擅自或由任何第三方对产品进行修改或修理。否则质保期终止。

Without prior written consent from COOPERL TRADING, the customer shall not modify or repair the Products by himself or by any third party during the warranty period. If the customer does so, the warranty is terminated.

6.4 维修 Repairation

在质保期内，并在保障范围内，科普利信可自行决定修理或更换问题产品。

During the period and in the scope of the warranty, COOPERL TRADING shall repair or replace the Products at its sole discretion.

6.5 不承担保证的情形 No Warranty Situation

科普利信对于因下列情形而发生的损害不承担责任：缺乏谨慎处理，不正确的存储或保管，违背科普利信的指令、操作手册或技术说明，不考虑建筑总图中产品应处的位置，任何由建筑物直接或间接导致的问题，或者其他的不适当使用或者产品或其部件按其性状理应发生的正常损耗。

COOPERL TRADING is not responsible for damages occurred due to lack of careful treatment, improper storage or improper maintenance, deviation of COOPERL TRADING's instructions, operating manuals and technical specifications, non- respect of the position of the Products in the general drawing of the building, any problems resulting directly or indirectly from the building, or other cases of improper use or normal wear and tear in respect of the Products or parts of the Products, which are subject to normal wear and tear by nature.

第 7 条 责任限制 Limit of Liability

7.1 除非本协议另有约定，否则科普利信对因违反协议/或侵权造成的另一方的人身伤害或财产损失不承担责任，除非此损失是由科普利信的故意或重大过失造成的。所有因产品的缺陷造成的间接损失，包括因停产，利润损失或向第三方进行的赔偿，或其他间接的损失（此损失指不是已交付货物的直接损失）也不应由科普利信承担责任。

As far as not regulated otherwise in this Contract, COOPERL TRADING is not liable for breaches of the Contract/ or claim on the tort basis for damages caused by physical injury to the other Party or losses to property of the other Party, excluding losses caused by intention or due to gross negligence . All indirect damages caused by defects of the goods including production stoppages, lost profit or compensation to a third party or other indirect damages (that is damages, which did not occur directly on the delivered Products) are also excluded from the liability of COOPERL TRADING.

7.2 由本协议任何一方所累计承担的全部责任应以本协议的合同价款为限，不论责任的承担是基于何种法律依据。

The aggregate cumulative total liability borne by either Party shall be limited only to the amount of Contract Price, no matter on which legal ground the liability is based.

第 8 条 不可抗力 Force Majeure

- 8.1 因洪水，火灾，地震，战争，封锁，出口/进口禁令，罢工，政府法令或其他任何超出受影响一方的控制，并且该方在本协议签订时无法合理预见，且无法避免或克服的事件，造成的协议任何一方不能履行或延迟履行本协议中的部分或全部义务的，免除其相应的责任。受不可抗力事件影响的一方履行义务的时间按不可抗力持续的时间段向后作相应的延长，除非本协议另有约定。援引本条款的一方，有义务采取一切合理手段降低不可抗力事件或障碍引起的对本协议义务履行所造成的影响。

Neither Party shall be held responsible for failure or delay to fulfill partially or completely its obligations under this Contract due to flood, fire, earthquake, war, blockade, export/ import prohibition, strikes, government decree or any other events that are beyond the control of the affected Party and could not reasonably be expected at the time of conclusion of this Contract or have been avoided or overcome by such Party. Unless otherwise provided in this Contract, the time of fulfillment of the obligations of the Party affected by the force majeure event is to be extended for a period equal to the period of duration of such force majeure event. The Party invoking this article is under an obligation to take all reasonable means to limit the effect of the impediment or event invoked upon performance of its contractual duties.

- 8.2 履行义务受到不可抗力事件影响的一方应在不可抗力事件发生后的十五（15）天内，将阻止其义务履行的不可抗力事件的发生、开始和停止通知另一方，并附上由有关部门或一个独立、中立的第三方出具的证明不可抗力事件发生的证明或文件。

The Party whose performance is affected by the event of force majeure shall give a notice to the other Party of the occurrence, beginning and cessation of force majeure event impeding the fulfillment of its obligations, with a certificate or a document of the occurrence of the force majeure event issued by the relative authority or a neutral independent third party no later than fifteen (15) days after the occurrence of the force majeure event.

- 8.3 如果不可抗力事件持续超过九十（90）天，双方应就协议的履行或终止进行协商。如果在不可抗力事件发生后的四（4）个月内双方无法达成合意，则任何一方均有权书面通知另一方终止本协议。

If the event of force majeure event continues for more than ninety (90) days, both Parties shall negotiate the performance or the termination of this Contract. If within four (4) months after the occurrence of the event of force majeure both parties cannot reach an agreement, either Party has the right to terminate this Contract by giving a written notice to the other Party.

第 9 条 索赔 Claims

9.1 适用的补救 Remedies available

如果产品的数量、质量或性能有任何不符，并且科普利信对此负有责任，质保仍适用，则科普利信在收到客户书面通知后，应在 24 小时内做出电话回应，如电话仍不能解决问题，科普利信应在 48 小时内派专业人员到达现场进行检修，检修后如需要更换配件，科普利信应在己方专业人员检测出问题后 1 周内更换相应配件，费用由科普利信承担。客户不得因此提出索赔要求。除非科普利信采取的修理或更换措施确定没有效果，否则不得终止本协议。如果修理、更换措施在双方同意的期限内确定没有效果，双方有权终止本协议。

In the event of any non-conformity of the quantity, quality or performance of the Products and provided that COOPERL TRADING is responsible, upon receipt of the customer's written notice, he shall promptly answer by phone call within 24 hours, if the problem cannot be solved by phone, COOPERL TRADING should send technician on site to check and repair within 48 hours, after checking, if any accessories needed to be replaced, COOPERL TRADING should replace the related accessories latest within one (1) week after finding the problem. Repair or replace such goods or supply the quantity that is deficient on its own account to the extent that the warranty is still applicable. Claims for compensation of damages are excluded. The termination of the Contract is excluded unless repair or replacement definitely fails. If repair, replacement definitely fails within the time limit agreed by the Parties, the parties have the right to terminate this Contract.

9.2 权利的丧失 Forfeiture of Right

如果客户没有按照规定的期限通知科普利信其存在的履约瑕疵问题，则视为客户已接受产品，且客户丧失关于产品数量短缺或质量瑕疵的索赔权。

In the event that the customer does not inform COOPERL TRADING of its defective performance within the time limit set forth, the Products are regarded as accepted by the customer and he shall forfeit his right to make a claim of compensation with respect to the quantity deficiency or the quality defect.

第 10 条 终止 Termination

10.1 终止的情形 Situation of Termination

除非本协议另有约定，本协议可因以下任一情形而终止：

Except as provided elsewhere, this Contract may be terminated in either of the following cases:

a) 通过双方的书面一致同意；

Through mutual written agreement by both Parties;

b) 发生不可抗力事件时，在收到由任一方按照第 8.3 条的规定发出的书面终止通知之后；

In case of occurrence of force majeure event, following the receipt of a written notice of termination by either Party in accordance with **Article 8.3**;

- c) 如果任一方违反本协议的行为构成根本违约，并且违约方在收到非违约方书面通知其违约后的三十（30）天内未能改正其违约行为，在此情形下，非违约方应书面通知另一方终止本协议并应指出终止协议的理由。

If the breach of this Contract of each Party constitutes a fundamental breach and the breaching Party fails to rectify such breach within thirty (30) days, following the receipt of the written notice of default thereof from the non-breaching Party. In such case the non-breaching Party shall give a written notice to the other party to terminate this Contract and notify the reason of such termination.

10.2 终止的结果 Consequences of Termination

- 10.2.1 如果协议的终止是通过双方书面同意做出，或是因为发生**第 8.3 条**中的不可抗力事件，任何一方应自费用将所收到的另一方的全部物品返还给另一方。除非双方另有约定，不得就此协议的终止而产生任何进一步的索赔要求。

In case of termination through mutual written agreement by both Parties or termination in case of occurrence of force majeure event according to **Article 8.3**, each Party shall return everything received from the other Party on its own account. Unless otherwise agreed by both Parties, any further claims for compensation in connection with such termination shall be excluded.

- 10.2.2 如果是因根本违约造成的协议终止，在不影响本协议规定的其他索赔权的前提下，非违约方有权就违约产生的任何及全部损失主张索赔。

In case of termination caused by a fundamental breach, without prejudice to other claims provided in this Contract, the non-breaching party is fully entitled to claim for compensation of any and all damages caused by the breach of Contract.

10.3 本条款的持续有效性 Survival of this Article

本协议的终止并不影响协议的终止方依据**第 10.2 条**的规定主张其权利，包括但不限于要求对其损失进行索赔的要求。

The termination of the Contract does not affect any right of the terminating Party including but not limited to its right to claim compensation for damages in accordance with **Article 10.2**.

第 11 条 保密 Confidentiality

- 11.1 在本协议的履行中，任何一方负责对收到的另一方的信息保密，并应高度审慎地保管所收到的任何或全部的关于商业，金融，技术及其他内容的信息。此外，信息的接收方不得向任何第三方或为履行本协议而需要使用这些信息，协议方员工以外的任何人出售、复制或泄露这些信息。没有信息提供方的书面同意，信息的接收方不得为履行本协议以外的目的而使用这些信息。

In the process of performing the Contract, each Party shall hold the information received from the other Party in confidence and exercise a high degree of care in managing them after having received any and all commercial, financial, technical and other information. In addition, the Party receiving such information shall not sell, copy or disclose the information to a third party or any other parties other than staff of the Party who must make use of the information for purposes of performing the Contract. Moreover, without written permission of the disclosing Party who provides the information, the Party receiving such information shall make no use of any such information other than for purposes of performing the Contract.

- 11.2 保密义务应适用于双方的员工。因此，双方应采取必要的措施使员工遵守保密义务。

Confidentiality obligations shall apply to staff of both Parties. Hence, both Parties shall take any necessary measures to keep their staff observing the confidentiality obligations.

- 11.3 双方的保密义务在本协议完全履行或因任何原因发生终止后的五（5）年内应继续有效。

The confidentiality obligations of the Parties shall survive and continue for a term of five (5) years after the Contract has been fully performed or terminated by any reason.

第 12 条 适用法律 Applicable Law

- 12.1 国际商会国际贸易术语解释通则 INCOTERMS

除非本协议另有约定，本协议的条款和条件，特别是关于风险转移的条款和条件，应按照国际商会“国际贸易术语解释通则”（INCOTERMS 2010）进行解释。

Unless otherwise stipulated in this Contract, the terms and conditions of this Contract, especially where the pass of risk is concerned, shall be interpreted in accordance with the “International Rules for the Interpretation of Trade Terms” (INCOTERMS 2010) provided by International Chamber of Commerce.

- 12.2 适用的法律 Applicable Law

本协议应适用中华人民共和国相关的法律规定。

The Contract shall be governed, construed and enforced in accordance with the relevant laws of the People's Republic of China.

第 13 条 仲裁 Arbitration

因本协议产生或与之相关的任何争端，包括有关协议的存在，效力或终止的任何问题都应由双方友好协商解决。不能协商解决的争端应提交原告方所在地的法院诉讼解决。

Any dispute arising from or in connection with this Contract including any question regarding its existence, validity or termination shall be settled through friendly consultations between the Parties. Disputes that cannot be resolved through negotiation should be submitted to the court where the plaintiff is located for litigation resolution.

第 14 条 通知 Notices

本协议中的通知应以书面方式做出，并当面送达或通过传真，电传，或特快专递方式送达，并在当面送达时视为通知立即到达；若通过传真送达，则发送传真的第二天视为已送达；若通过邮寄方式，则在协议方在本协议开头所列的地址收到时视为已送达。

Any notice to be given hereunder shall be in writing and shall be hand delivered, transmitted by facsimile or telexed or sent by express airmail and shall be deemed given when so hand-delivered, or if transmitted by facsimile, one day after the date of such facsimile, or if sent by mail when received by the Parties at the addresses specified at the head of this Contract.

第 15 条 其他 Miscellaneous

15.1 附件 Annexes

附件为设备报价及安装费报价单，应构成本协议的组成部分。

Annexes is the offer for Equipment and Installation fee, shall form an integral part of this Contract.

15.2 可分性 Severability

如果本协议的一个或多个条款按照适用法律在任何方面被宣布为无效，非法或不能执行，则协议中其他条款的有效性、合法性和可执行性不应在任何方面受到影响。协议各方都应尽最大可能秉承善意立即商议用于替换的合法有效条款。

If one or more of the provisions of the Contract is declared to be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected. Each of the Parties shall use its best efforts to immediately and in good faith negotiate on a legally valid replacement provision.

15.3 修改 Amendment

本协议或附件的修改应经书面的方式做出并经双方签字方能生效。

Amendment made to the Contract or the Annexes shall only come into force when fixed in written form and signed by the Parties

15.4 语言 Language

本协议以中文和英文写就。当两种语言表达不一致时，以中文为准。

The Contract is made out in English and Chinese languages. In case of inconsistency between the two languages, Chinese shall prevail.

15.5 生效日期 Effective Date

本协议自双方授权代表签字并盖章之日起生效。

This Contract shall become effective as of the date it has been duly signed by authorized representatives of both Parties.

15.6 副本 Counterpart

本协议一式四（4）份，协议各方各持两（2）份。

The Contract shall be signed in two (2) originals for each language, each Party holds one (1).

科普利信法定地址及银行信息 LEGAL ADDRESSES AND BANKING DETAILS OF THE SELLER

科普利信贸易（北京）有限公司

COOPERL TRADING (BEIJING) CO., LTD

注册地址： 北京市朝阳区光华路 9 号楼 3 层 305 室. 100020. 中国

Registered address: Room 305, Building D GuangHuaLu SOHO II, 9 GuangHuaLu, ChaoYang District, Beijing 100020 China

银行信息： Banking details:

公司名称： 科普利信贸易（北京）有限公司

The company name: COOPERL TRADING (BEIJING) CO., LTD

账户 account number: : 340259776095

TC

开户行: 中行北京分行营业部

Opening bank: Bank of China Beijing Branch

银行地址: 北京市东城区朝阳门内大街2号凯恒中心 a,c,e 座

Bank address: Tower a,c,e, Kaiheng center, No.2 Chaoyangmen Neidajie, Dongcheng district, Beijing, China

COOPERL TRADING

科普利信贸易(北京)有限公司

Name: Thomas Gaudreau

姓名: 托马戈多

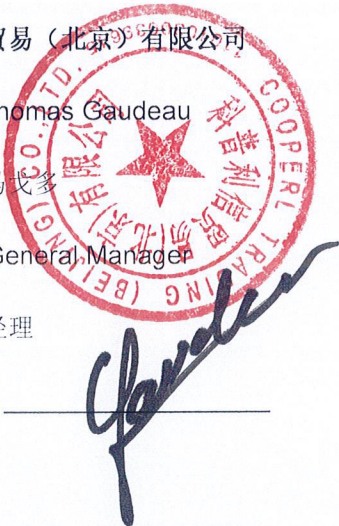
Position: General Manager

职务: 总经理

Signature: _____

签字:

Signed in Beijing on 12.04, 2024.



The Customer:

客户: 河南省正阳种猪场

Name: Zhang Sixin

姓名: 章四新

Position:

职务:

Signature: _____

签字:

于 2024 年 4 月 12 日 在 北京 签署。



TG

Annex

附件

项目名称：正阳种猪场智慧牧场建设项目正压集成高效过滤通风系统			金额单位： 元
序号	项目	报价	备注
1	妊娠舍分娩舍正压集成高效过滤通风系统工程材料	2219207.7	
其他费用报价			
2	备件、专用工具和消耗品	698740.33	
3	卖方技术服务（安装、调试、运行）	210104.48	
4	买方参与技术联络和监造、检验等费		
5	人员培训		
6	运费和保险费	50000	
7	税费		
8	其他（辅材）	299479.85	
总价（1+2+3+4+5+6+7+8）		3477532.36元	



项目名称：妊娠舍正压集成高效过滤通风系统工程材料

金额单位：元						
序号	货物名称	规格/型号	数量	单价	合价	备注
1	CTA集中高压空气过滤机组，最大换气量60000m ³ /h，最大静压800Pa，含三层过滤器，304不锈钢G3初效过滤器，F7和F9玻纤中高效过滤器，1微米粒径粉尘过滤效率不低于99%。	60000m ³ /h	3套	206795.52	620386.57	
2	真空传感器0-100pa	0-100pa	1个	1514.93	1514.93	
3	舍内正压空气控制器MANOCLIM，24VDC	24VDC	1个	8665.35	8665.35	
4	220/24v电压变换器 63A	220/24v 63A	1个	194.03	194.03	
5	湿度探头（0-10V，0 - 100%）	0-10V	1个	1410.45	1410.45	
6	温度探头，含15m屏蔽线		12个	63.433	761.19	
7	通风控制器DIGICLIM NG P41 24VDC	24VDC	5个	6533.25	32666.25	
8	烟囱出风口控制系统（包含可自动调整4瓣挡板，0-10v执行器，2个加固器）	0-10V	25套	5577.61	139440.25	
9	妊娠舍电箱		1个	3149.19	3149.19	
10	整体烟囱连接管 Ø630mm		25个	4765.67	119141.75	
11	24v备用电池组		5套	1231.343	6156.72	
12	弥散通风吊顶板，铝锰合金材质，均匀打孔，开孔面积0.44m ² ，孔直径		3800平	98.507	374328.36	

3mm, 每平方米数量约14000个, 带60mm 玻璃纤维棉厚隔热材料					
总价(元)	1307815.04元				



项目名称: 分娩舍正压集成高效过滤通风系统工程材料

金额单位: 元

序号	货物名称	规格/型号	数量	单价	合价	备注
1	CTA集中高压空气过滤机组, 最大换气量60000m ³ /h, 最大静压800Pa, 含三层过滤器, 304不锈钢G3初效过滤器, F7和F9玻纤中高效过滤器, 1微米粒径粉尘过滤效率不低于99%。	60000m ³ /h	2套	206795.52	413591.04	
2	真空传感器0-100pa	0-100pa	1个	1514.93	1514.93	
3	舍内正压空气控制器MANOCLIM, 24VDC	24VDC	1个	8665.35	8665.35	
4	220/24v电压变换器 63A	220/24v 63A	1个	194.03	194.03	
5	湿度探头 (0-10V, 0 - 100%)	0-10V	1个	1410.45	1410.45	
6	温度探头, 含15m屏蔽线		12个	63.433	761.19	
7	通风控制器DIGICLIM NG P41 24VDC	24VDC	5个	6533.25	32666.25	
8	烟囱出风口控制系统 (包含可自动调整4瓣挡板, 0-10v执行器, 2个加固器)	0-10V	20套	5577.61	111552.2	
9	妊娠舍电箱		1个	3149.19	3149.19	

10	整体烟囱连接管 $\varnothing 630\text{mm}$		20个	4765.67	95313.4	
11	24v备用电池组		5套	1231.34 3	6156.72	
12	弥散通风吊顶板, 铝锰合金材质, 均匀打孔, 开孔面积 0.44m^2 , 孔直径3mm, 每平方米数量约14000个, 带60mm		2400 平	98.507	236417.91	
	玻璃丝棉厚隔热材料					
总 价 (元)		911392.66				



TC

项目名称：正阳种猪场智慧牧场建设项目备件包						
金额单位：元						
序号	名称		工程量	工程单价 (元)	单位	总费用
1	舍内正压空气控制器 MANOCLIM，24VDC		1	8665.35	个	8665.35
2	通风控制器 DIGICLIM NG P41		1	6533.25	个	6533.25
3	设备附属房及其他：钢筋混凝土地面：地面 100 厚，设备基础 200 厚，C30 混凝土随打随抹，180 平方米；±1 砖砌+保温板墙体，砖砌 240 厚，砂浆填充，板材 100 厚普通复合板，475 平方米；钢架屋顶，主结构 50*100 镀锌方钢，次结构 50*100 镀锌方钢，180 平方米。走廊吊顶密闭：国标彩钢瓦 177.5 平方米；舍内气压防漏密封工程 6200 平方米及其他堵漏气 446 平方米。	舍外耳房	180	894.64	平米	161035.20
4		舍内吊顶	6022.5	58.46	平米	352075.35
5		走廊密封吊顶	177.5	47.8827	平米	8499.18
6		房屋密封(封堵水帘)	446	242	平米	107932
7		舍内防漏边角喷聚氨酯	1500	36	米	54000.00
总价（元）						698740.33



委 托 书

委托人：彭峰

性别：男

身份证号：410105197710103035

被委托人：章四新

性别：男

身份证编号：412829198009014419

本人因工作繁忙，不能亲自办理河南省正阳种猪场与中标方科普利信贸易（北京）有限公司签订的河南省正阳种猪场智慧牧场建设项目包2设备销售及安装服务合同的相关手续，所办理事项情况本人知悉，特委托章四新作为我的合法代理人，全权代表我及单位办理相关事项，对被委托人在办理上述事项过程中所签署的有关合同文件，我及单位均予以认可并承担其所有法律责任。

委托人（签字或法人章）：彭峰

河南省正阳种猪场

2024 年 4 月 10 日

