

标段编号：2019-440305-70-03-103679042001

深圳市建设工程货物招标投标 文件

标段名称：前海综合交通枢纽上盖项目深铁前海国际枢纽中心T3和T4
栋LED屏

投标文件内容：业绩文件

投标人：深圳昌恩智能股份有限公司

日期：2025年06月24日

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第一章 业绩文件

相关项目的业绩表

投标人： 深圳昌恩智能股份有限公司

建设单位	项目名称	建设地点	建设规模	开竣工日期	合同价格(万元)	备注
广东德赛矽镨技术有限公司	LED 全彩屏购销合同	惠州市仲恺高新区中韩惠州产业园	77.2 平方米	2023.9.16-2023 12.16	300.00	
BOOSTR LLC	购销合同	美国	80 平方米	2023.10.16-202 4.1.16	310.69 (美元: 43.2492)	
BOOSTR LLC	购销合同	美国	80.3 平方 米	2024.7.25-2024 .10.25	311.10 (美元: 43.3056)	
BOOSTR LLC	购销合同	美国	80 平方米	2025.1.8-2025 3.8	298.99 (美元: 41.6196)	
BOOSTR LLC	购销合同	美国	200 平方米	2025.3.26-2025 .7.26	807.50 (美元: 112.4044)	
上海中杭进出口有限公司	购销合同	上海	140 台	2021.11.09-202 1.12.24	135.50	
成都威力士科技有限公司	购销合同	成都	160 台	2024.2.2-2024. 3.22	340.00	
昊盈实业有限公司	购销合同	惠州市惠阳区	85 平方米	2022.8.12-2022 .9.4	333.21 (美元: 46.3831)	

提供近 5 年（自招标公告截止之日起倒推）投标人所投品牌同类产品业绩（不超过 10 项），证明材料：提供供货合同等证明材料扫描件（须能体现合同金额、签订时间、合同内容、供货数量等关键信息）；如业绩为年度战略合作业绩，则需提供框架协议、分项供货合同及对应的供货单（须能体现具体金额、签订时间、协议内容等关键信息）。关键信息需进行框选标记。

1.2、LED 全彩屏购销合同

合同编号：DESAY-TH-SIP-041

LED 全彩屏购销合同

甲方：广东德赛矽镨技术有限公司

乙方：惠州市德赛智能科技有限公司

甲乙双方经友好协商，本着平等互利原则，就乙方向甲方销售、安装 LED 全彩显示屏事宜达成一致意见，签订本合同。

1.产品名称、型号、数量

本合同中的产品为 LED 全彩显示屏，型号：TVB1.2/TVB1.5,包括：

(1) LED 户内全彩显示屏共计 77.2m²，具体如下：

- a、TVB1.2 显示尺寸为 7.8m (宽) × 4.39m (高) = 34.24m²；
- b、TVB1.5 显示尺寸为 8.4m (宽) × 2.7m (高) = 22.68m²；
- c、TVB1.5 显示尺寸为 6.0m (宽) × 3.38m (高) = 20.28m²；

(2) 控制系统：三套(明细见《报价清单 1/2/3》附件一)。

2.产品的价格与货款结算

2.1 本合同产品含税总金额为：人民币 3,000,000.00 元（叁佰万元整），税率为 13%，未含税金额为：人民币 2,654,867.25 元（贰佰陆拾伍万肆仟捌佰陆拾柒元贰角伍分）。此价格包含税费、知识产权许可费、运输、安装、调试、验收、培训、保修等乙方为履行本合同义务的全部费用，货物验收交付前的风险由乙方承担。

2.2 货款结算：

- (1) 付款方式：采用现金或电汇；
- (2) 付款时间及金额：

①在合同签订后，乙方提供请款申请后 15 个工作日内支付合同总金额的 30%即人民币 900,000.00 元（玖拾万元整）的预付款到乙方指定的银行帐户；

②产品生产安装完毕经甲方确认后，甲方在乙方提供增值税专用发票后 15

个工作日内支付合同总额的 40%即人民币 1,200,000.00 元（壹佰贰拾万元整）到乙方指定的银行帐户，且预付款于验收合格之日起自动转为货款；

该笔款项支付以乙方开具合同总额增值税专用发票为前提，由于乙方延迟提供发票造成付款延期的责任由乙方自行承担。

乙方开具的增值税专用发票，不得由乙方以外的第三方向甲方开具，发票备注栏事项应与法律法规规定一致。在合同执行过程中，如因税务政策调整或乙方纳税人类别变动，出现税率调整的，本合同维持未税金额不变。合同涉及到的价款及相关税费，以“合同各方按照纳税义务承担与本合同相关的税费”原则确定。如因乙方提供的发票导致甲方遭受税务机关检查时，乙方应当配合甲方做好调查、解释、说明等工作的义务。

③乙方安装调试完，待甲方验收后且乙方开具剩余货款发票后 15 个工作日内支付合同总额余款 25%即人民币 750,000.00 元（柒拾伍万元整）。

④结算总价的 5%在产品验收合格后作为此产品的保修金（保修金不计息）。保修金在验收合格满一年无质量问题，甲方向乙方不计息支付 2%，二年无质量问题，15 个工作日内不计息支付剩余 3%。

3.产品质量与验收标准

产品质量与验收标准均以附件二<产品技术参数表>为准。

4. 交货时间、地点、方式

4.1 交货时间：乙方收到 30%货款之日起 30 日内设备安装调试完毕；

4.2 交货地点：甲方指定地方

4.3 运输方式：采用汽运方式，费用由 乙方 承担。

5. 产品的安装与验收

5.1 甲方购买 LED 全彩显示屏后委托乙方进行安装，安装施工的所有费用由乙方承担；

5.2 乙方在产品安装中应加强质量管理，建立有效的质量控制和检查制度，积极配合甲方人员进行质量监督。乙方应严格按照约定进行施工，适用国家现

行的行业验收规范，乙方不得使用不合格的设备、材料和构配件，所有列入中国 3C 强制性产品认证目录的产品需提供 3C 认证证书，否则不可使用。

5.3 货物运抵施工现场后，乙方须向甲方提供以下文件：①装箱清单；②合格证。由监理工程师组织甲方、乙方立即对箱体状况进行验收，乙方必须派遣其检验员到现场参加开箱检查，其费用将由乙方自行承担。各方将对货物的外观、质量、型号规格、性能、数量和重量等进行检验，并出具检验证书。在开箱验收的过程中，如发现有损坏、短缺或不符合本合同规定的情形，各方应即时记录缺损情况并签字，该记录应作为甲方向乙方提出更换、修理、补足或索赔的有效依据；甲方有权在货物抵达现场后 90 天内，根据甲方按检验标准检验的结果或当地质检部门出具的检验证书向乙方索赔。货物经甲方验收合格签字后，并不能免除乙方对货物应承担的质量责任。

5.4 若产品使用的设备、材料不符合 5.2 款要求或安装施工质量不符合有关标准或规范要求的，甲方可要求乙方停工和返工，因停工和返工而造成的一切费用由乙方承担，工期不予顺延；

5.5 产品验收：乙方将 LED 全彩显示屏安装调试完毕并正常运行后，甲方应在 30 个工作日内组织验收，自验收合格完毕起 5 个工作日内，乙方向甲方移交工程项目。验收完毕若乙方在二个工作日内未向甲方移交完毕，由此造成甲方的经济损失概由乙方承担；

5.6 若产品验收不合格（指产品不符合附件二<产品技术参数表>要求），甲方可以拒绝接受，乙方应当按照甲方要求更换、修理；若经过 2 次维修、更换仍验收不合格的，甲方有权单方解除本合同，并要求乙方退还货款，按照合同总额的 30% 支付违约金。

6. 产品安装

6.1 显示屏钢结构、外装饰、钢架内布线、主电缆、网线及敷设由乙方负责；

6.2 LED 全彩屏幕安装及调试由乙方负责。

6.3 产品安装期间，乙方应严格落实安装施工责任，由此所导致的赔偿责任，包括（但不限于）人身损害、财产损失等责任均由乙方自行负责。

7. 售后服务

7.1 质保期：自产品安装验收合格之日起算【3】年。保修期内，乙方免费提

供零件和维修、升级服务。乙方的质保服务如下：

设备在日常运行过程中遇到任何有关问题时，可直接拨打乙方服务热线【137 1967 5763 骆经理】寻求技术支持，服务工程师将对电话问题回复解决，提供 7*8 小时电话服务。当通过电话咨询无法排除故障时，乙方服务工程师将日间 2 小时，并在到达现场后尽最快速度解决问题，若属于关联到不可中断服务的业务，乙方将采用所有可以利用的资源，以最快的速度恢复设备的正常运行，若发生累计保修费用超过保修金总额，超过部分仍由乙方支付。乙方自接到甲方报障通知起 48 小时内完成维修，使产品达到正常运转状态，否则甲方可委托其它单位或人员修理，其费用在保修金内扣除，不足部分由乙方支付。

7.2 根据本合同，乙方履行售后服务义务时，并不包括因验收合格后甲方违反操作程序或使用不当、保管不善或不可抗力等原因而发生的产品损坏，甲方应承担因此所发生的费用。

8.违约责任

8.1 乙方逾期交付使用，每延期一天，承担合同总金额千分之一的违约金，逾期超过三十日，甲方有权解除合同，并要求乙方退回甲方已付货款，并按照合同总额的 30% 支付违约金，若因下列原因造成乙方逾期交货的免除其违约责任：

- (1) 因不可抗力或自然灾害造成不能正常生产或安装；
- (2) 工程安装期间，由于天气原因不能正常安装；
- (3) 甲方设计方案变更；
- (4) 双方协商同意延期；
- (5) 甲方未按合同约定付款。

合同生效后，乙方单方拒绝履行合同的，应支付合同总金额的 30%作为违约金，并赔偿甲方因此受到的损失。

8.2 合同生效后，甲方单方拒绝履行合同的，应支付合同总金额的 30%作为违约金，并赔偿乙方因此受到的损失；

9. 未尽事宜，双方可进行协商签订补充合同，补充合同与本合同有同等法律效力，在执行本合同过程中发生纠纷，双方应协商解决，协商不成应在设备安装所在地法院诉讼解决。

- 10. 本合同自双方签字盖章之日起生效。
- 11. 本合同一式肆份，甲方贰份，乙方贰份。

甲方：广东德赛矽镨技术有限公司

乙方：惠州市德赛智能科技有限公司

签署人：

签署人：

开户银行：中国工商银行股份有限公司惠州惠台支行

开户银行：中国工商银行惠州分行营业部

账号：2008021209200168916

账号：20080 2010 9024 239 627

电话：

电话：0752-2617333

签署日期：2023年9月16日

签署日期：2023年9月16日

1.3、购销合同

DESAY 德赛智能**购 销 合 同****Purchase and Sale Contract**合同编号: DSL20231012Contract NO.: DSL20231012甲方: BOOSTR LLCParty A: BOOSTR LLC

乙方: 惠州市德赛智能科技有限公司

Party B: Huizhou Desay Intelligent Technology Co.,Ltd.签约时间: 2023 年 10 月 16 日Date of Signing of Contract: Oct.16,2023签约地点: 惠州Place of Signing of Contract: Huizhou

经甲、乙双方友好协商,就甲方购买乙方生产销售的全彩显示屏系统(以下简称产品)事宜,本着互利互惠的原则,依据《中华人民共和国合同法》达成一致,特签订本合同。

According to the Contract law of the people's Republic of China, Party A and Party B, through friendly negotiation, and based on the principle of mutual benefit, have signed this Contract relating to Party A's agreeing to purchase the Full Color Display System (hereinafter called the "Product" or "Products") manufactured and sold by Party B.

一、产品名称、数量、合同金额:**Name of the Products, quantity and the Contract Price:**

产品名称、数量等相关内容详见附件一。

Name of the Products, quantity and other relevant content is detailed in Annex 1.

本合同总金额为: 432,492 美元, 大写: 肆拾叁万贰仟肆佰玖拾贰 美元整。

The total amount of this Contract is: USD 432,492 , Capitalization: US DOLLAR FOUR HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED AND NINETY-TWO only.

二、产品质量及验收:**Quality of the Products and Acceptance:**

DESAY 德赛智能

1、产品质量及验收标准以本合同附件二《产品技术参数表》及附件三《产品验收标准》为执行标准。双方同意任何产品缺陷仅指产品严重不符合附件二。除本合同明示条款外，乙方在法律最大允许范围内排除对产品的任何默示保证。

The implementation standard of the Quality and Acceptance standard of the Products is based on *the technical parameter sheet of the Products (Annex 2)* and *the acceptance standard of the Products (Annex 3)* of this Contract. Both parties hereto agree that any defective products only include any products are not materially compliance with Annex 2. Except for the expressly warranty herein, Party B hereby excludes any implied warranty and conditions to the greatest permitted by laws.

2、验收程序：在产品生产完成，乙方通知甲方到厂验货，双方根据本合同约定标准进行验收，验收合格的，双方应予验收完成时在验收合格单或者装箱清单签字确认；双方确认验收不合格的，乙方应当立即整改并重新通知验收。甲方应乙方通知后3个工作日内完成验收，逾期视为验收合格。如果甲方无理拒绝验收，则视同甲方验收合格。

Procedure of Acceptance: Party B shall notify Party A to the plant of Party B to inspect the Products when the Products have been manufactured. Both parties shall conduct the inspection according to the standard stipulated in this Contract. If the inspection passed, both parties shall make confirmation by signing the acceptance form or the packing list while the inspection has been finished; if the inspection is not confirmed passed by both parties, Party B shall immediately adjust and revise the Product and re-notify Party A to inspect. Party A shall finish the inspection within 3 business days after having received the inspection notice provided by Party B. If Party A fails to conduct such inspection within the above time limit, Party A shall be deemed to have accepted the Products. If Party A refuses to inspect the products unreasonably, Party A shall be deemed to have accepted the Products.

三、付款方式：**Terms of payment:**

1、本合同采用分期付款的方式，具体付款时间和金额如下：

The Contract Price shall be paid by Party A to Party B in installments, the specific time and amount of payment is as follows:

(1) 第一次付款：合同生效后5个工作日内甲方向乙方支付合同总金额的 30 %，即美元129,748元作为预付款，乙方收到预付款后安排生产；

The first installment: The sum of United States Dollars 129,748 (US

DESAY 德赛智能

\$129,748) as the advance payment, representing 30 percent (30 %) of the Contract Price, shall become due and payable and be paid within 5 banking business days by Party A to Party B after this Contract become effective, Party B will arrange the production after the receipt of this advance payment;

(2) 余款支付: 合同余款为美元 302,744 , 在发货日期后的 90 天内甲方通过中信保方式向乙方支付。

The balance of the Contract Price: the sum of United States Dollars 302,744 (US\$ 302,744), shall be paid by Party A to Party B via SINOSURE within 90 days after the date of delivery.

(3) 因甲方直接或间接逾期付款, 造成乙方因汇率变动而受到的全部损失, 包括但不限于到期日和实际支付日之间的汇率差导致的损失, 甲方应当承担赔偿责任。

Any and all damages of Party B incurred by the exchange rate, including but not limited to the difference of the exchange rate of the due date and that of the date of actual paid, due to the delayed payment directly or indirectly by Party A shall be indemnified by Party A.

(4) 本合同货物的所有权在甲方付清全部款项之前不转移给甲方。

The title to the Goods hereunder shall not pass to Party A until full payment has been made to Party B.

2、甲方必须按本条第一款确定的时间和金额支付相应款项, 不得以产品质量及或其他理由拖延或拒绝支付, 也不得以任何理由进行抵销。

Party A shall make the payment according to the above time and amount stipulated in paragraph (1)、(2)、(3) and (4) of Article 1 (Terms of payment), and shall not delay or refuse to pay for the reasons of the quality of the Products or any other reasons. Neither Party A could offset the payment in any reasons.

3、本合同项下所有款项, 均应付至乙方公司账号或经乙方盖有公章确认的收款账号, 否则, 视为甲方未履行支付义务。

All of the payment stipulated in this Contract shall be paid to the company account of Party B or to the account designated and confirmed by Party B through its official seal. Otherwise, Party A shall be deemed to fail to perform the payment obligation.

乙方公司账号:

开户名称: Huizhou Desay Intelligent

地址: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

账号: 2008 02011 9200 122284

DESAY 德赛智能

代码: ICBKCNBJGDG

开户行: Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong Province

地址: NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

The company account of Party B is as follows:

Beneficiary: Huizhou Desay Intelligent

Address: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

Account No.: 2008 02011 9200 122284

SWIFT: ICBKCNBJGDG

Advising Bank: Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong Province

Address: NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

四、产品的生产、包装、运输和交货:**Manufacture, packing, transportation and delivery of the Products:**

1、乙方收到甲方预付款后__60__日内备齐货物。乙方收到第一次付款项后__60__日内将货物交给乙方指定的货运代理人, 视为交货完成。

Party B shall well prepare the Products within__60__business days after having received the advance payment made by Party A. It shall be deemed that Party B has finished delivering the Products when Party B has delivered the Products to the cargo forwarder designated by Party B within__60__business days after having received the first installment.

2、运输方式: 船舶运输, 《国际贸易术语解释通则 2010》FOB, 应由甲方负责投保。
包装方式: 胶合木板箱。

Mode of transportation: by ship, according to the FOB terms of *the International Rules for the Interpretation of Trade Terms*[®] 2010, Party A is responsible for cargo insurance. Packing method: Plywood Case.

3、产品的安装、调试由甲方自行承担。

Party A is responsible for the installation and the adjustment of the Products.

4、货物装船后, 乙方应将提单寄送至甲方指定地址。

Party B shall mail the bill of lading to the address specified by Party A after the Products have been shipped on board.

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五、售后服务:

After-sale service:

1、乙方自交货之日起 2 年内负责对产品免费返厂维修, 返厂维修运输费用, 甲方发往乙方的由甲方承担, 乙方发往甲方的由乙方承担, 在免费维修期间内, 因非乙方原因导致的产品损坏由甲方自行承担。

Party B shall be responsible for the repair of the Products returned to the factory of Party B within two years after the delivery of the Products. The transport costs of returning the Products from Party A to Party B shall be borne by Party A. The transport costs of returning the Products from Party B to Party A shall be borne by Party B. During the period of free repair, Party A should be responsible for any products damage not caused by Party A.

2、经甲方验收合格的产品, 乙方承诺提供上述售后服务。甲方承诺不以产品质量理由拒绝支付剩余货款。

Party B promises to provide the above after-sale service to the Products accepted by Party A. Party A promises not to refuse to pay the balance of the Contract Price to Party B in the excuse of the quality of the Products.

3、甲方派人(不超过 2 人/次)来乙方培训学习, 免收培训费, 并负责食宿; 乙方工程师应甲方要求到甲方现场指导安装的, 甲方承担往返机票及食宿费用, 指导费按 300 美金/天收取。

Party A may send some people (no more than 2 persons per time) to the factory of Party B for training and learning, and Party B will provide the training and learning free of charge and shall be responsible for trainee's board and lodging. If the engineers of Party B go to the place specified by Party A for on-site installation guidance on the request of Party A, Party A shall be responsible for the cost of round-trip air fare and boarding and lodging of the engineers, and the engineer's guidance fee should be charged for USD 300 per day.

六、违约责任

Liability for breach of contract

1、甲方逾期支付任何一期预付款或货款的, 乙方有权拒绝履行合同, 同时甲方向乙方每日偿付合同总金额千分之一的违约金; 延迟支付超过三十日的, 视为甲方拒绝付款, 乙方有权解除合同, 甲方应支付合同总金额的 30%作为违约金, 并赔偿乙方因此受到的损失, 甲方已支付的货款不予退还。

In case Party A is delay in any payment or any installment payment, Party B shall have the

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PARTY B'S TOTAL AGGREGATE LIABILITY TO PARTY A FOR ANY REASON WILL NOT EXCEED THE AMOUNT OF REVENUE RECEIVED FROM PARTY A IN THE PREVIOUS CALENDAR YEAR.

七、法律适用和争议解决**Applicable law and settlement of disputes**

本合同适用中华人民共和国法律，并排除其冲突规范。双方同意本合同不适用《联合国国际货物销售合同公约》。

This Contract shall be governed exclusively by the laws of the People's Republic of China without its conflicts of laws. Both parties hereto agree to exclude the application of CISG.

凡与本合同签订或履行有关的争议，双方应友好协商解决，如协商不成或一方不愿意协商，双方同意将该争议提交惠州仲裁委员会（仲裁地为中国惠州）；依其现行的仲裁规则进行仲裁，仲裁裁决是终局的，仲裁费用由败诉一方承担。

Any disputes in connection with the signing or performing of this Contract shall be settled by both Parties through friendly consultation. In the event that such disputes can not be settled through consultation or a party is not willing to settle the disputes through consultation, both parties agree that such dispute shall be submitted to Huizhou Arbitration Commission (The arbitration place is in Huizhou, 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. The costs of arbitration shall be borne by the losing party.

八、本合同自双方签字或盖章之日起生效。本合同一式二份，甲方一份，乙方一份，均具有同等的效力。

This Contract shall become effective upon its execution and sealed by both Parties. This Contract is executed in two originals, both parties shall separately keep one original with the equal effect.

九、通知方式：**Ways of notice:**

本合同所有条款规定的双方授权或要求的所有通知都必须采用书面形式，并亲自送达、或挂号信或通过电子邮件送达至下面地址或双方书面通知的其他地址：

All the notice authorized or required by and between Party A and Party B as set out in any of the articles herein shall be made in writing, and delivered by hand or registered mail or email to the

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following address or other address informed by both parties in writing:

甲方 Party A BOOSTR LLC

地址 Address: 2604 Oak Ridge Road, Northridge, CA 91324

联系人 Contact person: Craig Crowe

电话 Tel: (818) 702-4500

电子邮箱 Email: ccrowe@boostr.com

乙方 Party B Huizhou Desay Intelligent Technology Co.,Ltd

地址 Address: Desay 3rd Industrial Zone, Chenjiang Town, Huizhou, Guangdong, China
516029

联系人 Contact person: 王明

电话 Tel: 0752-3333333

电子邮箱 Email: wangming@desay.com

如任何一方的通知方式有变化, 应当及时通知对方。

Either party should notify the other party if there were any change in the notice information.

十、清洁条款**Clean clause**

本合同正文部分为清洁打印文本, 正文中任何非打印文字及图形均不具法律效力。经双方协商一致需对本合同进行修改时可签订补充合同, 补充合同与本合同具同等效力。本协议以中文和英文写就, 如有冲突, 以中文内容为准。(以下无正文)

The text of this Contract is a clean and printed text, any non-printed text or graphics in the text are not legally binding. The supplementary contract can be made when the consensus of both parties of the contract are reached in the modifications of the contract. The supplementary contract and this Contract have the same effect. This Contract is written in Chinese and English. If there were any conflict, the Chinese version should prevail. (There is no text in the following.)

附件 Annexes:

附件一: 产品名称、数量、合同金额

Annex1: Name of the Products, quantity and the Contract Price

附件二: 产品技术参数表

Annex 2: The technical parameter sheet of the Products

附件三: 产品验收标准

Annex3: The acceptance standard of the Products

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甲方: BOOSTR LLC
Party A: BOOSTR LLC

乙方: 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent
Technology Co.,Ltd.

授权代表(签字):
authorized representative(signature):

授权代表(签字):
authorized representative(signature):

签字日期:

签字日期: 2023.10.16

Signature date:

Signature date: Oct.16,2023

地址: 12604 Oak Ridge Road, Montpelier, AL 35475

地址: 广东省惠州市陈江德赛第三工业区

Address: 12604 Oak Ridge Road, Montpelier, AL 35475

Address: Desay Third Industrial Zone,
Chenjiang, Huizhou city, Guangdong
province.



1.4、购销合同

DESAY 德赛智能

购 销 合 同 Purchase and Sale Contract

合同编号: DSL20240705
Contract NO.: DSL20240705

甲方: BOOSTR LLC
Party A: BOOSTR LLC
乙方: 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent Technology Co.,Ltd.
签约时间: 2024 年 7 月 24 日

Date of Signing of Contract: Jul.24,2024

签约地点: 惠州

Place of Signing of Contract: Huizhou

经甲、乙双方友好协商,就甲方购买乙方生产销售的全彩显示屏系统(以下简称产品)事宜,本着互利互惠的原则,依据《中华人民共和国合同法》达成一致,特签订本合同。

According to the Contract law of the people's Republic of China, Party A and Party B, through friendly negotiation, and based on the principle of mutual benefit, have signed this Contract relating to Party A's agreeing to purchase the Full Color Display System (hereinafter called the "Product" or "Products") manufactured and sold by Party B.

一、产品名称、数量、合同金额:

Name of the Products, quantity and the Contract Price:

产品名称、数量等相关内容详见附件一。

Name of the Products, quantity and other relevant content is detailed in Annex 1.

本合同总金额为: 433,056 美元, 大写: 肆拾叁万叁仟零伍拾陆 美元整。

The total amount of this Contract is: USD 433,056, Capitalization: US DOLLAR FOUR HUNDRED THIRTY-THREE THOUSAND AND FIFTY-SIX only.

二、产品质量及验收:

QUALITY 品质**Quality of the Products and Acceptance:**

1、产品质量及验收标准以本合同附件二《产品技术参数表》及附件三《产品验收标准》为执行标准。双方同意任何产品缺陷仅指产品严重不符合附件二。除本合同明示条款外，乙方在法律最大允许范围内排除对产品的任何默示保证。

The implementation standard of the Quality and Acceptance standard of the Products is based on the *technical parameter sheet of the Products* (Annex 2) and the *acceptance standard of the Products* (Annex 3) of this Contract. Both parties hereto agree that any defective products only include any products are not materially compliance with Annex 2. Except for the expressly warranty herein, Party B hereby excludes any implied warranty and conditions to the greatest permitted by laws.

2、验收程序：在产品生产完成，乙方通知甲方到厂验货，双方根据本合同约定标准进行验收，验收合格的，双方应予验收完成时在验收合格单或者装箱清单签字确认；双方确认验收不合格的，乙方应当立即整改并重新通知验收。甲方应乙方通知后3个工作日内完成验收，逾期视为验收合格。如果甲方无理拒绝验收，则视同甲方验收合格。

Procedure of Acceptance: Party B shall notify Party A to the plant of Party B to inspect the Products when the Products have been manufactured. Both parties shall conduct the inspection according to the standard stipulated in this Contract. If the inspection passed, both parties shall make confirmation by signing the acceptance form or the packing list while the inspection has been finished; if the inspection is not confirmed passed by both parties, Party B shall immediately adjust and revise the Product and re-notify Party A to inspect. Party A shall finish the inspection within 3 business days after having received the inspection notice provided by Party B. If Party A fails to conduct such inspection within the above time limit, Party A shall be deemed to have accepted the Products. If Party A refuses to inspect the products unreasonably, Party A shall be deemed to have accepted the Products.

三、付款方式:**Terms of payment:**

1、本合同采用分期付款的方式，具体付款时间和金额如下：

The Contract Price shall be paid by Party A to Party B in installments, the specific time and amount of payment is as follows:

(1) 第一次付款：合同生效后5个工作日内甲方向乙方支付合同总金额的 30 %，

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即美元 129,917 元作为预付款, 乙方收到预付款后安排生产;

The first installment: The sum of United States Dollars 129,917 (US\$ 129,917) as the advance payment, representing 30 percent (30 %) of the Contract Price, shall become due and payable and be paid within 5 banking business days by Party A to Party B after this Contract become effective, Party B will arrange the production after the receipt of this advance payment;

(2) 余款支付:

合同余款为美元 303,139, 在发货日期后的 90 天内甲方通过中信保方式向乙方支付。

The balance of the Contract Price: the sum of United States Dollars 303,139 (US\$ 303,139), shall be paid by Party A to Party B via SINOSURE within 90 days after the date of delivery.

(3) 因甲方直接或间接逾期付款, 造成乙方因汇率变动而受到的全部损失, 包括但不限于到期日和实际支付日之间的汇率差导致的损失, 甲方应当承担赔偿责任。

Any and all damages of Party B incurred by the exchange rate, including but not limited to the difference of the exchange rate of the due date and that of the date of actual paid, due to the delayed payment directly or indirectly by Party A shall be indemnified by Party A.

(4) 本合同货物的所有权在甲方付清全部款项之前不转移给甲方。

The title to the Goods hereunder shall not pass to Party A until full payment has been made to Party B.

2、甲方必须按本条第一款确定的时间和金额支付相应款项, 不得以产品质量及或其他理由拖延或拒绝支付, 也不得以任何理由进行抵销。

Party A shall make the payment according to the above time and amount stipulated in paragraph (1)、(2)、(3) and (4) of Article 1 (Terms of payment), and shall not delay or refuse to pay for the reasons of the quality of the Products or any other reasons. Neither Party A could offset the payment in any reasons.

3、本合同项下所有款项, 均应付至乙方公司账号或经乙方盖有公章确认的收款账号, 否则, 视为甲方未履行支付义务。

All of the payment stipulated in this Contract shall be paid to the company account of Party B or to the account designated and confirmed by Party B through its official seal. Otherwise, Party A shall be deemed to fail to perform the payment obligation.

乙方公司账号:

开户名称: Huizhou Desay Intelligent

地址: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

账号: 2008 02011 9200 122284

代码: ICBKCNBJGDG

开户行: Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong

Province

地址: NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

The company account of Party B is as follows:

Beneficiary: Huizhou Desay Intelligent

Address: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

Account No.: 2008 02011 9200 122284

SWIFT: ICBKCNBJGDG

Advising Bank: Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong

Province

Address: NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

四、产品的生产、包装、运输和交货:

Manufacture, packing, transportation and delivery of the Products:

1、乙方收到甲方预付款后 60 日内备齐货物。乙方收到第一次付款项后 60 日内将货物交给乙方指定的货运代理人, 视为交货完成。

Party B shall well prepare the Products within 60 business days after having received the advance payment made by Party A. It shall be deemed that Party B has finished delivering the Products when Party B has delivered the Products to the cargo forwarder designated by Party B within 60 business days after having received the first installment.

2、运输方式: 船舶运输, 《国际贸易术语解释通则 2010》FOB, 应由甲方负责投保。
包装方式: 胶合木板箱。

Mode of transportation: by ship, according to the FOB terms of *the International Rules for the Interpretation of Trade Terms@ 2010*, Party A is responsible for cargo insurance. Packing method: Plywood Case.

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3、产品的安装、调试由甲方自行承担。

Party A is responsible for the installation and the adjustment of the Products.

4、货物装船后，乙方应将提单寄送至甲方指定地址。

Party B shall mail the bill of lading to the address specified by Party A after the Products have been shipped on board.

五、售后服务:**After-sale service:**

1、乙方自交货之日起 2 年内负责对产品免费返厂维修，返厂维修运输费用，甲方发往乙方的由甲方承担，乙方发往甲方的由乙方承担，在免费维修期间内，因非乙方原因导致的产品损坏由甲方自行承担。

Party B shall be responsible for the repair of the Products returned to the factory of Party B within two years after the delivery of the Products. The transport costs of returning the Products from Party A to Party B shall be borne by Party A. The transport costs of returning the Products from Party B to Party A shall be borne by Party B. During the period of free repair, Party A should be responsible for any products damage not caused by Party A.

2、经甲方验收合格的产品，乙方承诺提供上述售后服务。甲方承诺不以产品质量理由拒绝支付剩余货款。

Party B promises to provide the above after-sale service to the Products accepted by Party A. Party A promises not to refuse to pay the balance of the Contract Price to Party B in the excuse of the quality of the Products.

3、甲方派人（不超过 2 人/次）来乙方培训学习，免收培训费，并负责食宿；乙方工程师应甲方要求到甲方现场指导安装的，甲方承担往返机票及食宿费用，指导费按 300 美金/天收取。

Party A may send some people (no more than 2 persons per time) to the factory of Party B for training and learning, and Party B will provide the training and learning free of charge and shall be responsible for trainee's board and lodging. If the engineers of Party B go to the place specified by Party A for on-site installation guidance on the request of Party A, Party A shall be responsible for the cost of round-trip air fare and boarding and lodging of the engineers, and the engineer's guidance fee should be charged for USD 300 per day.

六、违约责任

LIABILITY FOR BREACH OF CONTRACT**Liability for breach of contract**

1、甲方逾期支付任何一期预付款或货款的，乙方有权拒绝履行合同，同时甲方向乙方每日偿付合同总金额千分之一的违约金；延迟支付超过三十日的，视为甲方拒绝付款，乙方有权解除合同，甲方应支付合同总金额的 30% 作为违约金，并赔偿乙方因此受到的损失，甲方已支付的货款不予退还。

In case Party A is delay in any payment or any installment payment, Party B shall have the right to refuse to perform this Contract. Meanwhile, Party A shall pay penalty to Party B, which is charged at one thousandth of the total amount of the Contract per day; In case Party A fails to make payment 30 days later than the time of payment stipulated in this Contract, Party A shall be deemed to refuse to make the payment, and Party B shall have the right to terminate this Contract, Party A shall pay a penalty which is charged at 30% of the total amount of the Contract to Party B and shall be liable for any loss incurred by Party B. Any payment has been paid by Party A to Party B shall be not refunded.

2、如乙方收到合同所约定的货款后不能按时交货，乙方向甲方每日偿付合同总金额千分之一的违约金。

In case Party B fails to deliver the Products to Party A on time after Party B having received the payment stipulated in this Contract, Party B shall pay penalty to Party A which is charged at one thousandth of the total amount of the Contract per day.

3、因不可抗力致使合同延期履行或不可履行，双方互不承担违约责任。

Neither Party A nor Party B shall be liable to each other for any delay or failure to perform its obligations under this Contract where and to the extent such delay or failure is caused by Force Majeure.

4、甲方未按本合同约定前往乙方验货，自验收期满之日起，乙方每日按合同总金额的 1% 收取仓储保管费，超过两个月，则视为甲方放弃货物所有权，除应向乙方履行付款义务外，乙方对货物拥有处置权。

In case Party A fails to go to the plant of Party B to inspect the Products according to the terms and conditions of this Contract, Party B will charge the storage fee for 1% of the Contract Price per day; If Party A fails to do the foregoing inspection for over two months, Party A shall be deemed having given up the ownership of the Products. Party B shall have the right to dispose of the Products while Party A still is liable for payment to Party B.

5、乙方不需对合同、保证、陈述、侵权（包括过失或违反法规责任）、严格责任或其他

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类似责任承担间接、特别、罚款、后果性的损失。即使乙方已被告知可能有这些损失。

IN NO EVENT, WILL PARTY B BE LIABLE, WHETHER IN CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE. EVEN IF PARTY B HAS BEEN ADVISED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE.

乙方对甲方所承担的责任总额不超过甲方在上一年度所支付的金额。

PARTY B'S TOTAL AGGREGATE LIABILITY TO PARTY A FOR ANY REASON WILL NOT EXCEED THE AMOUNT OF REVENUE RECEIVED FROM PARTY A IN THE PREVIOUS CALENDAR YEAR.

七、法律适用和争议解决**Applicable law and settlement of disputes**

本合同适用中华人民共和国法律，并排除其冲突规范。双方同意本合同不适用《联合国国际货物销售合同公约》。

This Contract shall be governed exclusively by the laws of the People's Republic of China without its conflicts of laws. Both parties hereto agree to exclude the application of CISG.

凡与本合同签订或履行有关的争议，双方应友好协商解决，如协商不成或一方不愿意协商，双方同意将该争议提交惠州仲裁委员会（仲裁地为中国惠州）；依其现行的仲裁规则进行仲裁，仲裁裁决是终局的，仲裁费用由败诉一方承担。

Any disputes in connection with the signing or performing of this Contract shall be settled by both Parties through friendly consultation. In the event that such disputes can not be settled through consultation or a party is not willing to settle the disputes through consultation, both parties agree that such dispute shall be submitted to Huizhou Arbitration Commission (The arbitration place is in Huizhou, 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. The costs of arbitration shall be borne by the losing party.

八、本合同自双方签字或盖章之日起生效。本合同一式二份，甲方一份，乙方一份，均具有同等的效力。

This Contract shall become effective upon its execution and sealed by both Parties. This Contract is

executed in two originals, both parties shall separately keep one original with the equal effect.

九、通知方式:

Ways of notice:

本合同所有条款规定的双方授权或要求的所有通知都必须采用书面形式，并亲自送达、或挂号信或通过电子邮件送达至下面地址或双方书面通知的其他地址:

All the notice authorized or required by and between Party A and Party B as set out in any of the articles herein shall be made in writing, and delivered by hand or registered mail or email to the following address or other address informed by both parties in writing:

甲方 Party A BOOSTR LLC

地址 Address: [REDACTED] Northport, AL 35475

联系人 Contact person: Greg Crowe

电话 Tel: [REDACTED]

电子邮箱 Email: greg@boostro.com

乙方 Party B Huizhou Desay Intelligent Technology Co.,Ltd

地址 Address: Desay 3rd Industrial Zone, Chenjiang Town, Huizhou, Guangdong, China
516029

联系人 Contact person: Libby Zhao

电话 Tel: [REDACTED]

电子邮箱 Email: libby.zhao@desay.com

如任何一方的通知方式有变化，应当及时通知对方。

Either party should notify the other party if there were any change in the notice information.

十、清洁条款

Clean clause

本合同正文部分为清洁打印文本，正文中任何非打印文字及图形均不具法律效力。经双方协商一致需对本合同进行修改时可签订补充合同，补充合同与本合同具有同等效力。本协议以中文和英文写就，如有冲突，以中文内容为准。（以下无正文）

The text of this Contract is a clean and printed text, any non-printed text or graphics in the text are not legally binding. The supplementary contract can be made when the consensus of both parties of the contract are reached in the modifications of the contract. The supplementary contract and this

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Contract have the same effect. This Contract is written in Chinese and English. If there were any conflict, the Chinese version should prevail. (There is no text in the following.)

附件 Annexes:

- 附件一：产品名称、数量、合同金额
Annex1: Name of the Products, quantity and the Contract Price
- 附件二：产品技术参数表
Annex 2: The technical parameter sheet of the Products
- 附件三：产品验收标准
Annex3: The acceptance standard of the Products

甲方： BOOSTR LLC
Party A: BOOSTR LLC

乙方： 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent Technology Co.,Ltd.



授权代表（签字）：
authorized representative(signature):

授权代表（签字）：
authorized representative(signature):



签字日期：
Signature date:

7/25/24

签字日期： 2024.7.24
Signature date: Jul.24,2024

地址： 12604 Oak Ridge Road Norcross, AL 35475

Address: 12604 Oak Ridge Road Norcross, AL 35475

地址： 广东省惠州市陈江德赛第三工业区

Address: Desay Third Industrial Zone, Chenjiang, Huizhou city, Guangdong province.



1.5、购销合同

DESAY 德赛智能**购 销 合 同****Purchase and Sale Contract**合同编号: DSL20250106Contract NO.: DSL20250106甲方: BOOSTR LLCParty A: BOOSTR LLC

乙方: 惠州市德赛智能科技有限公司

Party B: Huizhou Desay Intelligent Technology Co.,Ltd.

签约时间: 2025 年 1 月 8 日Date of Signing of Contract: Jan.8,2025签约地点: 惠州Place of Signing of Contract: Huizhou

经甲、乙双方友好协商,就甲方购买乙方生产销售的全彩显示屏系统(以下简称产品)事宜,本着互利互惠的原则,依据《中华人民共和国合同法》达成一致,特签订本合同。

According to the Contract law of the people's Republic of China, Party A and Party B, through friendly negotiation, and based on the principle of mutual benefit, have signed this Contract relating to Party A's agreeing to purchase the Full Color Display System (hereinafter called the "Product" or "Products") manufactured and sold by Party B.

一、产品名称、数量、合同金额:**Name of the Products, quantity and the Contract Price:**

产品名称、数量等相关内容详见附件一。

Name of the Products, quantity and other relevant content is detailed in Annex 1.

本合同总金额为: 416,196 美元, 大写: 肆拾壹万陆仟壹佰玖拾陆 美元整。

The total amount of this Contract is: USD 416,196 , Capitalization: US DOLLAR FOUR HUNDRED SIXTEEN THOUSAND ONE HUNDRED AND NINETY-SIX only.

二、产品质量及验收:

DESAY 德赛智能**Quality of the Products and Acceptance:**

1、产品质量及验收标准以本合同附件二《产品技术参数表》及附件三《产品验收标准》为执行标准。双方同意任何产品缺陷仅指产品严重不符合附件二。除本合同明示条款外，乙方在法律最大允许范围内排除对产品的任何默示保证。

The implementation standard of the Quality and Acceptance standard of the Products is based on *the technical parameter sheet of the Products (Annex 2) and the acceptance standard of the Products (Annex 3)* of this Contract. Both parties hereto agree that any defective products only include any products are not materially compliance with Annex 2. Except for the expressly warranty herein, Party B hereby excludes any implied warranty and conditions to the greatest permitted by laws.

2、验收程序：在产品生产完成，乙方通知甲方到厂验货，双方根据本合同约定标准进行验收，验收合格的，双方应予验收完成时在验收合格单或者装箱清单签字确认；双方确认验收不合格的，乙方应当立即整改并重新通知验收。甲方应乙方通知后 3 个工作日内完成验收，逾期视为验收合格。如果甲方无理拒绝验收，则视同甲方验收合格。

Procedure of Acceptance: Party B shall notify Party A to the plant of Party B to inspect the Products when the Products have been manufactured. Both parties shall conduct the inspection according to the standard stipulated in this Contract. If the inspection passed, both parties shall make confirmation by signing the acceptance form or the packing list while the inspection has been finished; if the inspection is not confirmed passed by both parties, Party B shall immediately adjust and revise the Product and re-notify Party A to inspect. Party A shall finish the inspection within 3 business days after having received the inspection notice provided by Party B. If Party A fails to conduct such inspection within the above time limit, Party A shall be deemed to have accepted the Products. If Party A refuses to inspect the products unreasonably, Party A shall be deemed to have accepted the Products.

三、付款方式:**Terms of payment:**

1、本合同采用分期付款的方式，具体付款时间和金额如下：

The Contract Price shall be paid by Party A to Party B in installments, the specific time and amount of payment is as follows:

(1) 第一次付款：合同生效后 5 个工作日内甲方向乙方支付合同总金额的 15 %，

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即美元 62,429 元作为预付款，乙方收到预付款后安排生产；

The first installment: The sum of United States Dollars 62,429 (US \$ 62,429) as the advance payment, representing 15 percent (15 %) of the Contract Price, shall become due and payable and be paid within 5 banking business days by Party A to Party B after this Contract become effective, Party B will arrange the production after the receipt of this advance payment;

(2) 余款支付:

合同余款为美元 353,767，在发货日期后的 120 天内甲方通过中信保方式向乙方支付。

The balance of the Contract Price: the sum of United States Dollars 353,767 (US\$ 353,767), shall be paid by Party A to Party B via SINOSURE within 120 days after the date of delivery.

(3) 因甲方直接或间接逾期付款，造成乙方因汇率变动而受到的全部损失，包括但不限于到期日和实际支付日之间的汇率差导致的损失，甲方应当承担赔偿责任。

Any and all damages of Party B incurred by the exchange rate, including but not limited to the difference of the exchange rate of the due date and that of the date of actual paid, due to the delayed payment directly or indirectly by Party A shall be indemnified by Party A.

(4) 本合同货物的所有权在甲方付清全部款项之前不转移给甲方。

The title to the Goods hereunder shall not pass to Party A until full payment has been made to Party B.

2、甲方必须按本条第一款确定的时间和金额支付相应款项，不得以产品质量及或其他理由拖延或拒绝支付，也不得以任何理由进行抵销。

Party A shall make the payment according to the above time and amount stipulated in paragraph (1)、(2)、(3) and (4) of Article 1 (Terms of payment), and shall not delay or refuse to pay for the reasons of the quality of the Products or any other reasons. Neither Party A could offset the payment in any reasons.

3、本合同项下所有款项，均应付至乙方公司账号或经乙方盖有公章确认的收款账号，否则，视为甲方未履行支付义务。

All of the payment stipulated in this Contract shall be paid to the company account of Party B or to the account designated and confirmed by Party B through its official seal. Otherwise, Party A shall be deemed to fail to perform the payment obligation.

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乙方公司账号:

开户名称: Huizhou Desay Intelligent

地址: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

账号: 2008 02011 9200 122284

代码: ICBKCNBJGDG

开户行: Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong Province

地址: NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

The company account of Party B is as follows:

Beneficiary: Huizhou Desay Intelligent

Address: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

Account No.: 2008 02011 9200 122284

SWIFT: ICBKCNBJGDG

Advising Bank: Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong Province

Address: NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

四、产品的生产、包装、运输和交货:**Manufacture, packing, transportation and delivery of the Products:**

1、乙方收到甲方预付款后 60 日内备齐货物。乙方收到第一次付款项后 60 日内将货物交给乙方指定的货运代理人, 视为交货完成。

Party B shall well prepare the Products within 60 business days after having received the advance payment made by Party A. It shall be deemed that Party B has finished delivering the Products when Party B has delivered the Products to the cargo forwarder designated by Party B within 60 business days after having received the first installment.

2、运输方式: 船舶运输, 《国际贸易术语解释通则 2010》FOB, 应由甲方负责投保。
包装方式: 胶合木板箱。

Mode of transportation: by ship, according to the FOB terms of *the International Rules for the Interpretation of Trade Terms*[®] 2010, Party A is responsible for cargo insurance. Packing method: Plywood Case.

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3、产品的安装、调试由甲方自行承担。

Party A is responsible for the installation and the adjustment of the Products.

4、货物装船后，乙方应将提单寄送至甲方指定地址。

Party B shall mail the bill of lading to the address specified by Party A after the Products have been shipped on board.

五、售后服务：

After-sale service:

1、乙方自交货之日起 5 年内负责对产品免费返厂维修，返厂维修运输费用，甲方发往乙方的由甲方承担，乙方发往甲方的由乙方承担，在免费维修期间内，因非乙方原因导致的产品损坏由甲方自行承担。

Party B shall be responsible for the repair of the Products returned to the factory of Party B within two years after the delivery of the Products. The transport costs of returning the Products from Party A to Party B shall be borne by Party A. The transport costs of returning the Products from Party B to Party A shall be borne by Party B. During the period of free repair, Party A should be responsible for any products damage not caused by Party A.

2、经甲方验收合格的产品，乙方承诺提供上述售后服务。甲方承诺不以产品质量理由拒绝支付剩余货款。

Party B promises to provide the above after-sale service to the Products accepted by Party A. Party A promises not to refuse to pay the balance of the Contract Price to Party B in the excuse of the quality of the Products.

3、甲方派人（不超过 2 人/次）来乙方培训学习，免收培训费，并负责食宿；乙方工程师应甲方要求到甲方现场指导安装的，甲方承担往返机票及食宿费用，指导费按 300 美金/天收取。

Party A may send some people (no more than 2 persons per time) to the factory of Party B for training and learning, and Party B will provide the training and learning free of charge and shall be responsible for trainee's board and lodging. If the engineers of Party B go to the place specified by Party A for on-site installation guidance on the request of Party A, Party A shall be responsible for the cost of round-trip air fare and boarding and lodging of the engineers, and the engineer's guidance fee should be charged for USD 300 per day.

六、违约责任

DESAY 德赛智能**Liability for breach of contract**

1、甲方逾期支付任何一期预付款或货款的，乙方有权拒绝履行合同，同时甲方向乙方每日偿付合同总金额千分之一的违约金；延迟支付超过三十日的，视为甲方拒绝付款，乙方有权解除合同，甲方应支付合同总金额的 30% 作为违约金，并赔偿乙方因此受到的损失，甲方已支付的货款不予退还。

In case Party A is delay in any payment or any installment payment, Party B shall have the right to refuse to perform this Contract. Meanwhile, Party A shall pay penalty to Party B, which is charged at one thousandth of the total amount of the Contract per day; In case Party A fails to make payment 30 days later than the time of payment stipulated in this Contract, Party A shall be deemed to refuse to make the payment, and Party B shall have the right to terminate this Contract, Party A shall pay a penalty which is charged at 30% of the total amount of the Contract to Party B and shall be liable for any loss incurred by Party B. Any payment has been paid by Party A to Party B shall be not refunded.

2、如乙方收到合同所约定的货款后不能按时交货，乙方向甲方每日偿付合同总金额千分之一的违约金。

In case Party B fails to deliver the Products to Party A on time after Party B having received the payment stipulated in this Contract, Party B shall pay penalty to Party A which is charged at one thousandth of the total amount of the Contract per day.

3、因不可抗力致使合同延期履行或不可履行，双方互不承担违约责任。

Neither Party A nor Party B shall be liable to each other for any delay or failure to perform its obligations under this Contract where and to the extent such delay or failure is caused by Force Majeure.

4、甲方未按本合同约定前往乙方验货，自验收期满之日起，乙方每日按合同总金额的 1% 收取仓储保管费，超过两个月，则视为甲方放弃货物所有权，除应向乙方履行付款义务外，乙方对货物拥有处置权。

In case Party A fails to go to the plant of Party B to inspect the Products according to the terms and conditions of this Contract, Party B will charge the storage fee for 1% of the Contract Price per day; If Party A fails to do the foregoing inspection for over two months, Party A shall be deemed having given up the ownership of the Products. Party B shall have the right to dispose of the Products while Party A still is liable for payment to Party B.

5、乙方不需对合同、保证、陈述、侵权（包括过失或违反法规责任）、严格责任或其他

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类似责任承担间接、特别、罚款、后果性的损失。即使乙方已被告知可能有这些损失。

IN NO EVENT, WILL PARTY B BE LIABLE, WHETHER IN CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE. EVEN IF PARTY B HAS BEEN ADVISED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE.

乙方对甲方所承担的责任总额不超过甲方在上一年度所支付的金额。

PARTY B'S TOTAL AGGREGATE LIABILITY TO PARTY A FOR ANY REASON WILL NOT EXCEED THE AMOUNT OF REVENUE RECEIVED FROM PARTY A IN THE PREVIOUS CALENDAR YEAR.

七、法律适用和争议解决

Applicable law and settlement of disputes

本合同适用中华人民共和国法律，并排除其冲突规范。双方同意本合同不适用《联合国国际货物销售合同公约》。

This Contract shall be governed exclusively by the laws of the People's Republic of China without its conflicts of laws. Both parties hereto agree to exclude the application of CISG.

凡与本合同签订或履行有关的争议，双方应友好协商解决，如协商不成或一方不愿意协商，双方同意将该争议提交惠州仲裁委员会（仲裁地为中国惠州）；依其现行的仲裁规则进行仲裁，仲裁裁决是终局的，仲裁费用由败诉一方承担。

Any disputes in connection with the signing or performing of this Contract shall be settled by both Parties through friendly consultation. In the event that such disputes can not be settled through consultation or a party is not willing to settle the disputes through consultation, both parties agree that such dispute shall be submitted to Huizhou Arbitration Commission (The arbitration place is in Huizhou, 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. The costs of arbitration shall be borne by the losing party.

八、本合同自双方签字或盖章之日起生效。本合同一式二份，甲方一份，乙方一份，均具有同等的效力。

This Contract shall become effective upon its execution and sealed by both Parties. This Contract is

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executed in two originals, both parties shall separately keep one original with the equal effect.

九、通知方式:**Ways of notice:**

本合同所有条款规定的双方授权或要求的所有通知都必须采用书面形式，并亲自送达、或挂号信或通过电子邮件送达至下面地址或双方书面通知的其他地址：

All the notice authorized or required by and between Party A and Party B as set out in any of the articles herein shall be made in writing, and delivered by hand or registered mail or email to the following address or other address informed by both parties in writing:

甲方 Party A BOOSTR LLC

地址 Address: 12684 S. E. Ring Road, Portland, OR 97275

联系人 Contact person: Greg Green

电话 Tel: +1 (503) 223-4799

电子邮箱 Email: greg@boostr.com

乙方 Party B Huizhou Desay Intelligent Technology Co.,Ltd

地址 Address: Desay 3rd Industrial Zone, Chenjiang Town, Huizhou, Guangdong, China 516029

联系人 Contact person: Libby Zhao

电话 Tel: +86 189 1009 4759

电子邮箱 Email: libby.zhao@desay.com

如任何一方的通知方式有变化，应当及时通知对方。

Either party should notify the other party if there were any change in the notice information.

十、清洁条款**Clean clause**

本合同正文部分为清洁打印文本，正文中任何非打印文字及图形均不具法律效力。经双方协商一致需对本合同进行修改时可签订补充合同，补充合同与本合同具同等效力。本协议以中文和英文写就，如有冲突，以中文内容为准。（以下无正文）

The text of this Contract is a clean and printed text, any non-printed text or graphics in the text are not legally binding. The supplementary contract can be made when the consensus of both parties of the contract are reached in the modifications of the contract. The supplementary contract and this

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Contract have the same effect. This Contract is written in Chinese and English. If there were any conflict, the Chinese version should prevail. (There is no text in the following.)

附件 Annexes:

- 附件一：产品名称、数量、合同金额
Annex1: Name of the Products, quantity and the Contract Price
- 附件二：产品技术参数表
Annex 2: The technical parameter sheet of the Products
- 附件三：产品验收标准
Annex3: The acceptance standard of the Products

甲方： BOOSTR LLC
Party A: BOOSTR LLC

乙方： 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent Technology Co.,Ltd.



授权代表（签字）：
authorized representative(signature):

授权代表（签字）：
authorized representative(signature):

签字日期：
Signature date:

1-08-2025

签字日期： 2025.1.8
Signature date: Jan.8,2025

地址： 14070 [redacted] AL 35452
Address: 14070 [redacted], Coker, AL 35452

地址： 广东省惠州市陈江德赛第三工业区
Address: Desay Third Industrial Zone, Chenjiang, Huizhou city, Guangdong province.



1.6、购销合同

DESAY 德赛智能

购 销 合 同

Purchase and Sale Contract

合同编号: DSL20250214
Contract NO.: DSL20250214

甲方: BOOSTR LLC
Party A: BOOSTR LLC
乙方: 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent Technology Co.,Ltd.
签约时间: 2025 年 3 月 26 日

Date of Signing of Contract: Mar.26.2025

签约地点: 惠州

Place of Signing of Contract: Huizhou

经甲、乙双方友好协商,就甲方购买乙方生产销售的全彩显示屏系统(以下简称产品)事宜,本着互利互惠的原则,依据《中华人民共和国合同法》达成一致,特签订本合同。

According to the Contract law of the people's Republic of China, Party A and Party B, through friendly negotiation, and based on the principle of mutual benefit, have signed this Contract relating to Party A's agreeing to purchase the Full Color Display System (hereinafter called the "Product" or "Products") manufactured and sold by Party B.

一、产品名称、数量、合同金额:

Name of the Products, quantity and the Contract Price:

产品名称、数量等相关内容详见附件一。

Name of the Products, quantity and other relevant content is detailed in Annex 1.

本合同总金额为: 1,124,044 美元, 大写: 壹佰壹拾贰万肆仟零肆拾肆 美元整。

The total amount of this Contract is: USD 1,124,044, Capitalization: US DOLLAR ONE MILLION ONE HUNDRED TWENTY-FOUR THOUSAND AND FORTY-FOUR only.

二、产品质量及验收:

DESAY 德赛智能**Quality of the Products and Acceptance:**

1、产品质量及验收标准以本合同附件二《产品技术参数表》及附件三《产品验收标准》为执行标准。双方同意任何产品缺陷仅指产品严重不符合附件二。除本合同明示条款外，乙方在法律最大允许范围内排除对产品的任何默示保证。

The implementation standard of the Quality and Acceptance standard of the Products is based on the technical parameter sheet of the Products (Annex 2) and the acceptance standard of the Products (Annex 3) of this Contract. Both parties hereto agree that any defective products only include any products are not materially compliance with Annex 2. Except for the expressly warranty herein, Party B hereby excludes any implied warranty and conditions to the greatest permitted by laws.

2、验收程序：在产品生产完成，乙方通知甲方到厂验货，双方根据本合同约定标准进行验收，验收合格的，双方应予验收完成时在验收合格单或者装箱清单签字确认；双方确认验收不合格的，乙方应当立即整改并重新通知验收。甲方应乙方通知后3个工作日内完成验收，逾期视为验收合格。如果甲方无理拒绝验收，则视同甲方验收合格。

Procedure of Acceptance: Party B shall notify Party A to the plant of Party B to inspect the Products when the Products have been manufactured. Both parties shall conduct the inspection according to the standard stipulated in this Contract. If the inspection passed, both parties shall make confirmation by signing the acceptance form or the packing list while the inspection has been finished; if the inspection is not confirmed passed by both parties, Party B shall immediately adjust and revise the Product and re-notify Party A to inspect. Party A shall finish the inspection within 3 business days after having received the inspection notice provided by Party B. If Party A fails to conduct such inspection within the above time limit, Party A shall be deemed to have accepted the Products. If Party A refuses to inspect the products unreasonably, Party A shall be deemed to have accepted the Products.

三、付款方式:**Terms of payment:**

1、本合同采用分期付款的方式，具体付款时间和金额如下：

The Contract Price shall be paid by Party A to Party B in installments, the specific time and amount of payment is as follows:

(1) 第一次付款：合同生效后5个工作日内甲方向乙方支付合同总金额的 15 %，

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即美元 169,318 元作为预付款, 乙方收到预付款后安排生产;

The first installment: The sum of United States Dollars 169,318 (US \$169,318) as the advance payment, representing 15 percent (15%) of the Contract Price, shall become due and payable and be paid within 5 banking business days by Party A to Party B after this Contract become effective, Party B will arrange the production after the receipt of this advance payment;

(2) 余款支付:

1. 合同余款美元 449,844, 在货做好, 发货之日前通过银行转账方式支付。

The balance of the Contract Price: the sum of United States Dollars 449,844 (US\$ 449,844), shall be paid by Party A to Party B via bank T/T, when order production done and before the delivery date.

2. 合同余款为美元 504,882, 在发货日期后的 120 天内甲方通过中信保方式向乙方支付。

The balance of the Contract Price: the sum of United States Dollars 504,882 (US\$ 504,882), shall be paid by Party A to Party B via SINOSURE within 120 days after the date of delivery.

(3) 因甲方直接或间接逾期付款, 造成乙方因汇率变动而受到的全部损失, 包括但不限于到期日和实际支付日之间的汇率差导致的损失, 甲方应当承担赔偿责任。

Any and all damages of Party B incurred by the exchange rate, including but not limited to the difference of the exchange rate of the due date and that of the date of actual paid, due to the delayed payment directly or indirectly by Party A shall be indemnified by Party A.

(4) 本合同货物的所有权在甲方付清全部款项之前不转移给甲方。

The title to the Goods hereunder shall not pass to Party A until full payment has been made to Party B.

2、甲方必须按本条第一款确定的时间和金额支付相应款项, 不得以产品质量及或其他理由拖延或拒绝支付, 也不得以任何理由进行抵销。

Party A shall make the payment according to the above time and amount stipulated in paragraph (1), (2), (3) and (4) of Article 1 (Terms of payment), and shall not delay or refuse to pay for the reasons of the quality of the Products or any other reasons. Neither Party A could offset the payment in any reasons.

3、本合同项下所有款项, 均应付至乙方公司账号或经乙方盖有公章确认的收款账号, 否

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则，视为甲方未履行支付义务。

All of the payment stipulated in this Contract shall be paid to the company account of Party B or to the account designated and confirmed by Party B through its official seal. Otherwise, Party A shall be deemed to fail to perform the payment obligation.

乙方公司账号：

开户名称：Huizhou Desay Intelligent

地址：Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

账号：2008 02011 9200 122284

代码：ICBKCNBJGDG

开户行：Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong Province

地址：NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

The company account of Party B is as follows:

Beneficiary: Huizhou Desay Intelligent

Address: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

Account No.: 2008 02011 9200 122284

SWIFT: ICBKCNBJGDG

Advising Bank: Industrial And Commercial Bank Of China Huizhou Branch., Guang Dong Province

Address: NO.3 WenmingRoad, Jiangbei District, Huizhou, Guangdong Province, P.R.China

四、产品的生产、包装、运输和交货：**Manufacture, packing, transportation and delivery of the Products:**

1、乙方收到甲方预付款后 60 日内备齐货物。乙方收到第一次付款项后 60 日内将货物交给乙方指定的货运代理人，视为交货完成。

Party B shall well prepare the Products within 60 business days after having received the advance payment made by Party A. It shall be deemed that Party B has finished delivering the Products when Party B has delivered the Products to the cargo forwarder designated by Party B within 60 business days after having received the first installment.

2、运输方式：船舶运输，《国际贸易术语解释通则 2010》FOB，应由甲方负责投保。

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包装方式：胶合木板箱。

Mode of transportation: by ship, according to the FOB terms of *the International Rules for the Interpretation of Trade Terms@ 2010*, Party A is responsible for cargo insurance. Packing method: Plywood Case.

3、产品的安装、调试由甲方自行承担。

Party A is responsible for the installation and the adjustment of the Products.

4、货物装船后，乙方应将提单寄送至甲方指定地址。

Party B shall mail the bill of lading to the address specified by Party A after the Products have been shipped on board.

五、售后服务：**After-sale service:**

1、乙方自交货之日起 5 年内负责对产品免费返厂维修，返厂维修运输费用，甲方发往乙方的由甲方承担，乙方发往甲方的由乙方承担，在免费维修期间内，因非乙方原因导致的产品损坏由甲方自行承担。

Party B shall be responsible for the repair of the Products returned to the factory of Party B within two years after the delivery of the Products. The transport costs of returning the Products from Party A to Party B shall be borne by Party A. The transport costs of returning the Products from Party B to Party A shall be borne by Party B. During the period of free repair, Party A should be responsible for any products damage not caused by Party A.

2、经甲方验收合格的产品，乙方承诺提供上述售后服务。甲方承诺不以产品质量理由拒绝支付剩余货款。

Party B promises to provide the above after-sale service to the Products accepted by Party A. Party A promises not to refuse to pay the balance of the Contract Price to Party B in the excuse of the quality of the Products.

3、甲方派人（不超过 2 人/次）来乙方培训学习，免收培训费，并负责食宿；乙方工程师应甲方要求到甲方现场指导安装的，甲方承担往返机票及食宿费用，指导费按 300 美金/天收取。

Party A may send some people (no more than 2 persons per time) to the factory of Party B for training and learning, and Party B will provide the training and learning free of charge and shall be responsible for trainee's board and lodging. If the engineers of Party B go to the place specified by Party A for on-site installation guidance on the request of Party A, Party A shall be

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responsible for the cost of round-trip air fare and boarding and lodging of the engineers, and the engineer's guidance fee should be charged for USD 300 per day.

六、违约责任**Liability for breach of contract**

1、甲方逾期支付任何一期预付款或货款的，乙方有权拒绝履行合同，同时甲方向乙方每日偿付合同总金额千分之一的违约金；延迟支付超过三十日的，视为甲方拒绝付款，乙方有权解除合同，甲方应支付合同总金额的 30%作为违约金，并赔偿乙方因此受到的损失，甲方已支付的货款不予退还。

In case Party A is delay in any payment or any installment payment, Party B shall have the right to refuse to perform this Contract. Meanwhile, Party A shall pay penalty to Party B, which is charged at one thousandth of the total amount of the Contract per day; In case Party A fails to make payment 30 days later than the time of payment stipulated in this Contract, Party A shall be deemed to refuse to make the payment, and Party B shall have the right to terminate this Contract, Party A shall pay a penalty which is charged at 30% of the total amount of the Contract to Party B and shall be liable for any loss incurred by Party B. Any payment has been paid by Party A to Party B shall be not refunded.

2、如乙方收到合同所约定的货款后不能按时交货，乙方向甲方每日偿付合同总金额千分之一的违约金。

In case Party B fails to deliver the Products to Party A on time after Party B having received the payment stipulated in this Contract, Party B shall pay penalty to Party A which is charged at one thousandth of the total amount of the Contract per day.

3、因不可抗力致使合同延期履行或不可履行，双方互不承担违约责任。

Neither Party A nor Party B shall be liable to each other for any delay or failure to perform its obligations under this Contract where and to the extent such delay or failure is caused by Force Majeure.

4、甲方未按本合同约定前往乙方验货,自验收期满之日起,乙方每日按合同总金额的 1%收取仓储保管费,超过两个月,则视为甲方放弃货物所有权,除应向乙方履行付款义务外,乙方对货物拥有处置权。

In case Party A fails to go to the plant of Party B to inspect the Products according to the terms and conditions of this Contract, Party B will charge the storage fee for 1% of the Contract Price per

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day; If Party A fails to do the foregoing inspection for over two months, Party A shall be deemed having given up the ownership of the Products. Party B shall have the right to dispose of the Products while Party A still is liable for payment to Party B.

5、乙方不需对合同、保证、陈述、侵权（包括过失或违反法规责任）、严格责任或其他类似责任承担间接、特别、罚款、后果性的损失。即使乙方已被告知可能有这些损失。

In no event, will Party B be liable, whether in contract, warranty, representation, tort (including negligence or breach of statutory duty), strict liability otherwise, for any indirect, special, punitive, incidental or consequential loss, damage. Even if Party B has been advised of their possibility or they are foreseeable.

乙方对甲方所承担的责任总额不超过甲方在上一年度所支付的金额。

Party B's total aggregate liability to Party A for any reason will not exceed the amount of revenue received from Party A in the previous calendar year.

七、法律适用和争议解决**Applicable law and settlement of disputes**

本合同适用中华人民共和国法律，并排除其冲突规范。双方同意本合同不适用《联合国国际货物销售合同公约》。

This Contract shall be governed exclusively by the laws of the People's Republic of China without its conflicts of laws. Both parties hereto agree to exclude the application of CISG.

凡与本合同签订或履行有关的争议，双方应友好协商解决，如协商不成或一方不愿意协商，双方同意将该争议提交惠州仲裁委员会（仲裁地为中国惠州）；依其现行的仲裁规则进行仲裁，仲裁裁决是终局的，仲裁费用由败诉一方承担。

Any disputes in connection with the signing or performing of this Contract shall be settled by both Parties through friendly consultation. In the event that such disputes can not be settled through consultation or a party is not willing to settle the disputes through consultation, both parties agree that such dispute shall be submitted to Huizhou Arbitration Commission (The arbitration place is in Huizhou, 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. The costs of arbitration shall be borne by the losing party.

八、本合同自双方签字或盖章之日起生效。本合同一式二份，甲方一份，乙方一份，均具有

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同等的效力。

This Contract shall become effective upon its execution and sealed by both Parties. This Contract is executed in two originals, both parties shall separately keep one original with the equal effect.

九、通知方式:**Ways of notice:**

本合同所有条款规定的双方授权或要求的所有通知都必须采用书面形式，并亲自送达、或挂号信或通过电子邮件送达至下面地址或双方书面通知的其他地址:

All the notice authorized or required by and between Party A and Party B as set out in any of the articles herein shall be made in writing, and delivered by hand or registered mail or email to the following address or other address informed by both parties in writing:

甲方 Party A BOOSTR LLC

地址 Address: [REDACTED]

联系人 Contact person: [REDACTED]

电话 Tel: [REDACTED]

电子邮箱 Email: [REDACTED]

乙方 Party B Huizhou Desay Intelligent Technology Co.,Ltd

地址 Address: Desay 3rd Industrial Zone, Chenjiang Town, Huizhou, Guangdong, China
516029

联系人 Contact person: [REDACTED]

电话 Tel: [REDACTED]

电子邮箱 Email: [REDACTED]

如任何一方的通知方式有变化，应当及时通知对方。

Either party should notify the other party if there were any change in the notice information.

十、清洁条款**Clean clause**

本合同正文部分为清洁打印文本，正文中任何非打印文字及图形均不具法律效力。经双方协商一致需对本合同进行修改时可签订补充合同，补充合同与本合同具同等效力。本协议以中文和英文写就，如有冲突，以中文内容为准。（以下无正文）

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The text of this Contract is a clean and printed text, any non-printed text or graphics in the text are not legally binding. The supplementary contract can be made when the consensus of both parties of the contract are reached in the modifications of the contract. The supplementary contract and this Contract have the same effect. This Contract is written in Chinese and English. If there were any conflict, the Chinese version should prevail. (There is no text in the following.)

附件 Annexes:

- 附件一：产品名称、数量、合同金额
Annex1: *Name of the Products, quantity and the Contract Price*
- 附件二：产品技术参数表
Annex 2: *The technical parameter sheet of the Products*
- 附件三：产品验收标准
Annex3: *The acceptance standard of the Products*

甲方： BOOSTR LLC
Party A: BOOSTR LLC

乙方： 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent Technology Co., Ltd.

授权代表（签字）：
authorized representative(signature):

授权代表（签字）：
authorized representative(signature):



签字日期：
Signature date:

3-27-25

签字日期： 2025.3.26
Signature date: Mar.26,2025

地址： [Redacted]
Address: 14000 [Redacted] Road, Coker, AL 35452

地址： 广东省惠州市陈江德赛第三工业区
Address: Desay Third Industrial Zone, Chenjiang, Huizhou city, Guangdong province.



Joe Chan
 (93801X) AUTHORIZED SIGNATURE X9013515
 SECURITIES TRANSFER AGENTS MEDALLION PROGRAM™
 附件一： 产品名称、数量、合同金额

1.7、购销合同

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购 销 合 同

Purchase and Sale Contract

合同编号: HT20211109-01
Contract NO.: HT20211109-01

甲方: 上海中杭进出口有限公司
Party A: SHANGHAI CHUNG HANG IMPORT & EXPORT CO.,LTD.

乙方: 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent Technology Co.,Ltd.

签约时间: 2021 年 11 月 09 日

Date of Signing of Contract: November 9th, 2021

签约地点: 惠州

Place of Signing of Contract: Huizhou

经甲、乙双方友好协商, 就甲方购买乙方生产销售的全彩显示屏系统 (以下简称产品) 事宜, 本着互利互惠的原则, 依据《中华人民共和国合同法》达成一致, 特签订本合同。

According to the Contract law of the people's Republic of China, Party A and Party B, through friendly negotiation, and based on the principle of mutual benefit, have signed this Contract relating to Party A's agreeing to purchase the Full Color Display System (hereinafter called the "Product" or "Products") manufactured and sold by Party B.

一、产品名称、数量、合同金额:

Name of the Products, quantity and the Contract Price:

产品名称、数量等相关内容详见附件一。

Name of the Products, quantity and other relevant content is detailed in Annex 1.

序号 No	品名 Item	型号 Model	单价 (元) Unit Price	数量 (台) Qty	总价 (元) Sub-Total	备注 Remark
1	LED 显示屏	D16	9678.58	140	1355000.00	
2	总金额 Total Price				¥1355000.00 (含税价 Including Tax)	

本合同总金额为: 人民币 1355000.00 元。

The total amount of this Contract is: RMB1355000.00 .

DESAY 德赛**二、产品质量及验收:****Quality of the Products and Acceptance:**

1、产品质量及验收标准以本合同附件二《产品技术参数表》为执行标准。双方同意任何产品缺陷仅指产品严重不符合附件二。除本合同明示条款外，乙方在法律最大允许范围内排除对产品的任何默示保证。

The implementation standard of the Quality and Acceptance standard of the Products is based on the technical parameter sheet of the Products (Annex 2) of this Contract. Both parties hereto agree that any defective products only include any products are not materially compliance with Annex 2. Except for the expressly warranty herein, Party B hereby excludes any implied warranty and conditions to the greatest permitted by laws.

2、验收程序：在产品生产完成，乙方通知甲方到厂验货，双方根据本合同约定标准进行验收，验收合格的，双方应予验收完成时在验收合格单或者装箱清单签字确认；双方确认验收不合格的，乙方应当立即整改并重新通知验收。甲方应乙方通知后3个工作日内完成验收，逾期视为验收合格。如果甲方无理拒绝验收，则视同甲方验收合格。

Procedure of Acceptance: Party B shall notify Party A to the plant of Party B to inspect the Products when the Products have been manufactured. Both parties shall conduct the inspection according to the standard stipulated in this Contract. If the inspection passed, both parties shall make confirmation by signing the acceptance form or the packing list while the inspection has been finished; if the inspection is not confirmed passed by both parties, Party B shall immediately adjust and revise the Product and re-notify Party A to inspect. Party A shall finish the inspection within 3 business days after having received the inspection notice provided by Party B. If Party A fails to conduct such inspection within the above time limit, Party A shall be deemed to have accepted the Products. If Party A refuses to inspect the products unreasonably, Party A shall be deemed to have accepted the Products.

三、付款方式:**Terms of payment:**

1、本合同采用分期付款的方式，具体付款时间和金额如下：

The Contract Price shall be paid by Party A to Party B in installments, the specific time and amount of payment is as follows:

(1) 第一次付款：合同生效后2个工作日内甲方向乙方支付合同总金额的 20%，即人民币271000.00元作为预付款，乙方收到预付款后安排生产；

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The first installment: The sum of RMB 271000.00 as the advance payment, representing 20 percent (20 %) of the Contract Price, shall become due and payable and be paid within 2 banking business days by Party A to Party B after this Contract become effective, Party B will arrange the production after the receipt of this advance payment;

(2) 第二次付款: 发货前支付合同总金额 80%, 即人民币 1084000.00 元;

The second installment: The sum of RMB 1084000.00, representing 80 percent (80 %) of the Contract Price, shall be paid by party A before the shipment date.

(3) 本合同货物的所有权在甲方付清全部款项之前不转移给甲方。

The title to the Goods hereunder shall not pass to Party A until full payment has been made to Party B.

2、本合同项下所有款项, 均应付至乙方公司账号或经乙方盖有公章确认的收款账号, 否则, 视为甲方未履行支付义务。

All of the payment stipulated in this Contract shall be paid to the company account of Party B or to the account designated and confirmed by Party B through its official seal. Otherwise, Party A shall be deemed to fail to perform the payment obligation.

四、产品的生产、包装、运输和交货:**Manufacture, packing, transportation and delivery of the Products:**

1、乙方收到甲方预付款后 45 天内备齐货物。乙方收到第二次付款项后 2 个工作日内将货物交给甲方指定的货运代理人, 视为交货完成。

Party B shall well prepare the Products within 45 days after having received the advance payment made by Party A. It shall be deemed that Party B has finished delivering the Products when Party B has delivered the Products to the cargo forwarder designated by Party A within 2 working days after having received the second installment.

甲方应在合同规定的交货日期安排货运代理人到乙方工厂提货, 乙方应在甲方指定的货运代理人上门提货前至少 5 个工作日, 将合同号、商品名称、数量、总金额、件数、总重量、总体积以及货物在乙方工厂备妥的日期通知甲方。如需对提货日期做出变动, 甲方或其货运代理人应及时通知乙方, 但不能迟于预计抵达日期前 15 日, 以便乙方做出必要的安排。如果甲方或其货运代理人未能按期到乙方工厂提货的, 甲方应承担一切实际费用, 包括仓储费及利息, 但这不影响乙方根据合同及国际贸易术语解释通则中的规定所要求的索赔。

Party A shall arrange cargo agent in the delivery date stipulated in the contract to Party B factory pick up the goods. Party B shall in party A's designated freight forwarder to pick up the

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goods, at least five working days before the contract number, name of commodity, quantity, total amount, packages, gross weight, total volume, and goods in notify Party A to Party B the date of the factory ready. In case the date of delivery has to be changed, Party A or its cargo forwarder shall advise Party B timely, however not later than 15 days prior to the scheduled date of arrival so that Party B can make the necessary arrangement. Party A or its freight forwarder fails to pick up the goods at Party B's factory on schedule, Party A without prejudice to any other claims of Party B under this Contract and the provisions of the Incoterms, shall bear all actual expenses, including but not limited to the storage expenses and interest charges.

2、运输方式：船舶运输，《国际贸易术语解释通则 2010》EXW，应由甲方负责投保。
包装方式：胶合木板箱

Mode of transportation: by ship, according to the EXW terms of the *International Rules for the Interpretation of Trade Terms*[®] 2010, Party A is responsible for cargo insurance. Packing method: Plywood Case

3、产品的安装、调试由甲方自行承担。

Party A is responsible for the installation and the adjustment of the Products.

五、售后服务：**After-sale service:**

1、乙方自交货之日起 2 年内对模组保修，其它备件保修 1 年，保修期内免费返厂维修，返厂维修运输费用，甲方发往乙方的由甲方承担，乙方发往甲方的由乙方承担，在免费维修期间内，因非乙方原因导致的产品损坏由甲方自行承担。

Party B shall be responsible for the repair of the led modules returned to the factory of Party B within two years after the delivery of the Products, and offer one year warranty to other spare parts. The transport costs of returning the Products from Party A to Party B shall be borne by Party A. The transport costs of returning the Products from Party B to Party A shall be borne by Party B. During the period of free repair, Party A should be responsible for any products damage not caused by Party B.

2、质保期后，乙方提供有偿的服务。对需要更换维修的配件或备件，乙方只收取相应的材料费，运输费用由甲方承担。但是，对客户提出的其他售后服务项目，甲乙双方重新进行磋商，服务费用包括人工、运输费用等。

After warranty period, Party B provides paid services. For parts or spare parts that need to be replaced and repaired, Party B will only charge the corresponding materials and the transportation

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costs shall be borne by Party A. Other service should be negotiated by both Parties including labor cost and shipping.

3、甲方派人（不超过 2 人/次）来乙方培训学习，免收培训费，并负责食宿；乙方工程师应甲方要求到甲方现场指导安装的，甲方承担往返机票及食宿费用。

Party A may send some people (no more than 2 persons per time) to the factory of Party B for training and learning, and Party B will provide the training and learning free of charge and shall be responsible for trainee's board and lodging. If the engineers of Party B go to the place specified by Party A for on-site installation guidance on the request of Party A, Party A shall be responsible for the cost of round-trip air fare and boarding and lodging of the engineers.

六、违约责任**Liability for breach of contract**

1、甲方逾期支付任何一期预付款或货款的，乙方有权拒绝履行合同，同时甲方向乙方每日偿付合同总金额千分之一的违约金；延迟支付超过三十日的，视为甲方根本违约，乙方有权解除合同，甲方应支付合同总金额的 30% 作为违约金，并赔偿乙方因此受到的损失，甲方已支付的货款不予退还。

In case Party A is delay in any payment or any installment payment, Party B shall have the right to refuse to perform this Contract. Meanwhile, Party A shall pay penalty to Party B, which is charged at one thousandth of the total amount of the Contract per day; In case Party A fails to make payment 30 days later than the time of payment stipulated in this Contract. Party A shall be deemed to fundamental breach of contract, and Party B shall have the right to terminate this Contract, Party A shall pay a penalty which is charged at 30% of the total amount of the Contract to Party B and shall be liable for any loss incurred by Party B. Any payment has been paid by Party A to Party B shall be not refunded.

2、如乙方收到合同所约定的货款后不能按时交货，乙方向甲方每日偿付合同总金额千分之一的违约金。

In case Party B fails to deliver the Products to Party A on time after Party B having received the payment stipulated in this Contract, Party B shall pay penalty to Party A which is charged at one thousandth of the total amount of the Contract per day.

3、因不可抗力致使合同延期履行或不可履行，双方互不承担违约责任。

Neither Party A nor Party B shall be liable to each other for any delay or failure to perform its obligations under this Contract where and to the extent such delay or failure is caused by Force

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4、甲方未按本合同约定前往乙方验货,自验收期满之日起,乙方每日按合同总金额的 1% 收取仓储保管费,超过两个月,则视为甲方放弃货物所有权,甲方应向乙方支付本合同总金额作为违约金,乙方对货物拥有处置权。

In case Party A fails to go to the plant of Party B to inspect the Products according to the terms and conditions of this Contract, Party B will charge the storage fee for 1% of the Contract Price per day; If Party A fails to do the foregoing inspection for over two months, Party A shall be deemed having given up the ownership of the Products. Party B shall have the right to dispose of the Products while Party A shall pay the total amount of this contract to Party B as liquidated damages for breach of contract.

5、乙方因履行本合同对甲方承担的所有责任,包括但不限于违约、侵权、赔偿和保证责任,其责任总额不超过本合同项下产品的金额。乙方只对甲方的直接损失负责,不对甲方任何间接损失、结果损失、利润损失负责。

Party B shall be liable to Party A for the performance of this Contract, including but not limited to liability for breach of contract, tort, compensation and warranty, and the total amount of such liability shall not exceed the amount of the products hereunder. Party B shall only be responsible for The direct losses of Party A and shall not be responsible for any indirect losses, consequential losses or profit losses of Party A.

七、法律适用和争议解决**Applicable law and settlement of disputes**

本合同适用中华人民共和国法律,并排除其冲突规范。双方同意本合同不适用《联合国国际货物销售合同公约》。

This Contract shall be governed exclusively by the laws of the People's Republic of China without its conflicts of laws. Both parties hereto agree to exclude the application of CISG.

凡与本合同签订或履行有关的争议,双方应友好协商解决,如协商不成或一方不愿意协商,双方同意将该争议提交惠州仲裁委员会(仲裁地为中国惠州)依其现行的仲裁规则进行仲裁,仲裁裁决是终局的,仲裁费用由败诉一方承担。

Any disputes in connection with the signing or performing of this Contract shall be settled by both Parties through friendly consultation. In the event that such disputes can not be settled through consultation or a party is not willing to settle the disputes through consultation, both parties agree that such dispute shall be submitted to Huizhou Arbitration Commission (The

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arbitration place is in Huizhou, 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. The costs of arbitration shall be borne by the losing party.

八、通知与送达:**Notices and delivery:**

本合同所有条款规定的双方授权或要求的所有通知都必须采用书面形式, 并亲自送达、或挂号信或通过电子邮件送达至下面地址或双方书面通知的其他地址:

All the notice authorized or required by and between Party A and Party B as set out in any of the articles herein shall be made in writing, and delivered by hand or registered mail or email to the following address or other address informed by both parties in writing:

甲方 Party A: SHANGHAI CHUNG HANG IMPORT & EXPORT CO.,LTD.
地址 Address:

联系人 Contact person: 电话 Tel: 电子邮箱 Email:

乙方 Party B: Huizhou Desay Intelligent Technology Co.,Ltd

地址 Address: DESAY Third Industrial Zone, Chenjiang , Huizhou city , Guangdong province., China

联系人 Contact person: 电话 Tel: 电子邮箱 Email:

对于合同签订履约的相关事项或者合同争议引起的纠纷, 甲方同意乙方、司法机关或者仲裁机构等可以通过上述邮寄地址、手机短信或电子邮件等通讯方式中的任何一种或多种方式送达履约函、解除合同通知、仲裁或者诉讼法律文书等, 送达时间以上述送达方式中最先送达的为准。甲方确认上述送达方式适用于法院的一审、二审、再审、执行以及监督程序等各个司法阶段或者仲裁裁决的各个阶段。甲方保证送达地址准确、有效, 如果提供的地址不准确, 或者不及时告知变更后的地址, 使法律文书无法送达或未及时送达, 自行承担由此可能产生的法律后果。

Any disputes in connection with the signing or performing of this contract. Party A agrees that Party B, judicial organs or arbitration institutions may serve performance letters, notice of termination of contract, arbitration or litigation legal documents by one or more of the above-mentioned means of communication such as mailing address, mobile phone instant message or e-mail, etc. The service time is subject to the earliest received among the above service method. Party A confirms that the above-mentioned service method is applicable to all stages of the judicial stage or arbitration, such as the first instance, second instance, retrial, execution and supervision

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procedures. Party A guarantees that the service address is accurate and valid. If the address provided is inaccurate, or the changed address is not promptly notified, the legal documents cannot be served or served in time, and the legal consequences may be borne by Party A itself.

九、本合同自双方签字或盖章之日起生效。本合同一式二份，甲方一份，乙方一份，均具有同等的效力。

This Contract shall become effective upon its execution and sealed by both Parties. This Contract is executed in two originals, both parties shall separately keep one original with the equal effect.

十、清洁条款**Clean clause**

本合同正文部分为清洁打印文本，正文中任何非打印文字及图形均不具法律效力。经双方协商一致需对本合同进行修改时可签订补充合同，补充合同与本合同具同等效力。本协议以中文和英文写就，如有冲突，以中文内容为准。（以下无正文）

The text of this Contract is a clean and printed text, any non-printed text or graphics in the text are not legally binding. The supplementary contract can be made when the consensus of both parties of the contract are reached in the modifications of the contract. The supplementary contract and this Contract have the same effect. This Contract is written in Chinese and English. If there were any conflict, the Chinese version should prevail. (There is no text in the following.)

附件 Annexes:

附件一：产品名称、数量、合同金额

Annex 1: *Name of the Products, quantity and the Contract Price*

附件二：产品技术参数表

Annex 2: *The technical parameter sheet of the Products*

1.8、购销合同

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购销合同

Purchase and Sale Contract

合同编号: HT20240202-01
Contract NO.: HT20240202-01

甲方: 成都威力士科技有限公司
Party A: Chengdu Weilishi Technology Co., Ltd.
乙方: 惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent Technology Co., Ltd.
签约时间: 2024 年 2 月 2 日

Date of Signing of Contract: Feb 2nd, 2024

签约地点: 惠州

Place of Signing of Contract: Huizhou

经甲、乙双方友好协商, 就甲方购买乙方生产销售的全彩显示屏系统(以下简称产品)事宜, 本着互利互惠的原则, 依据《中华人民共和国合同法》达成一致, 特签订本合同。

According to the Contract law of the people's Republic of China, Party A and Party B, through friendly negotiation, and based on the principle of mutual benefit, have signed this Contract relating to Party A's agreeing to purchase the Full Color Display System (hereinafter called the "Product" or "Products") manufactured and sold by Party B.

一、产品名称、数量、合同金额:

Name of the Products, quantity and the Contract Price:

产品名称、数量等相关内容详见附件一。

Name of the Products, quantity and other relevant content is detailed in Annex 1.

序号 No	品名 Item	型号 Model	单价(元) Unit Price	数量 (台) Qty	总价(元) Sub-Total	备注 Remark
1	LED 显示屏	FS8	21250.00	160	3400000.00	
2	总金额 Total Price				¥3400000.00 (含税价 Including Tax)	

本合同总金额为: 人民币 3400000.00 元。

The total amount of this Contract is: RMB 3400000.00.

二、产品质量及验收:

DESAY 德赛**Quality of the Products and Acceptance:**

1、产品质量及验收标准以本合同附件二《产品技术参数表》为执行标准。双方同意任何产品缺陷仅指产品严重不符合附件二。除本合同明示条款外，乙方在法律最大允许范围内排除对产品的任何默示保证。

The implementation standard of the Quality and Acceptance standard of the Products is based on the *technical parameter sheet of the Products*(Annex 2) of this Contract. Both parties hereto agree that any defective products only include any products are not materially compliance with Annex 2. Except for the expressly warranty herein, Party B hereby excludes any implied warranty and conditions to the greatest permitted by laws.

2、验收程序：在产品生产完成，乙方通知甲方到厂验货，双方根据本合同约定标准进行验收，验收合格的，双方应予验收完成时在验收合格单或者装箱清单签字确认；双方确认验收不合格的，乙方应当立即整改并重新通知验收。甲方应乙方通知后 3 个工作日内完成验收，逾期视为验收合格。如果甲方无理拒绝验收，则视同甲方验收合格。

Procedure of Acceptance: Party B shall notify Party A to the plant of Party B to inspect the Products when the Products have been manufactured. Both parties shall conduct the inspection according to the standard stipulated in this Contract. If the inspection passed, both parties shall make confirmation by signing the acceptance form or the packing list while the inspection has been finished; if the inspection is not confirmed passed by both parties, Party B shall immediately adjust and revise the Product and re-notify Party A to inspect. Party A shall finish the inspection within 3 business days after having received the inspection notice provided by Party B. If Party A fails to conduct such inspection within the above time limit, Party A shall be deemed to have accepted the Products. If Party A refuses to inspect the products unreasonably, Party A shall be deemed to have accepted the Products.

三、付款方式：**Terms of payment:**

1、本合同采用分期付款的方式，具体付款时间和金额如下：

The Contract Price shall be paid by Party A to Party B in installments, the specific time and amount of payment is as follows:

(1) 第一次付款：合同生效后 2 个工作日内甲方向乙方支付人民币 640000.00 元作为预付款，乙方收到预付款后安排生产；

The first installment: The sum of RMB640000.00 as the advance payment of the Contract

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Price, shall become due and payable and be paid within 2 banking business days by Party A to Party B after this Contract become effective, Party B will arrange the production after the receipt of this advance payment;

(2) 第二次付款: 发货前支付人民币 2760000.00 元;

The second installment: The sum of RMB2760000.00 of the Contract Price, shall be paid by party A before the shipment date.

(3) 本合同货物的所有权在甲方付清全部款项之前不转移给甲方。

The title to the Goods hereunder shall not pass to Party A until full payment has been made to Party B.

2、本合同项下所有款项, 均应付至乙方公司账号或经乙方盖有公章确认的收款账号, 否则, 视为甲方未履行支付义务。

All of the payment stipulated in this Contract shall be paid to the company account of Party B or to the account designated and confirmed by Party B through its official seal. Otherwise, Party A shall be deemed to fail to perform the payment obligation.

四、产品的生产、包装、运输和交货:**Manufacture, packing, transportation and delivery of the Products:**

1、乙方收到甲方预付款后 50 天内备齐货物 (不含春节假期)。乙方收到第二次付款项后 2 个工作日内将货物交给甲方指定的货运代理人, 视为交货完成。

Party B shall well prepare the Products within 50days after having received the advance payment made by Party A (Not include Chinese New year holiday). It shall be deemed that Party B has finished delivering the Products when Party B has delivered the Products to the cargo forwarder designated by Party A within 2workingdays after having received the second installment.

甲方应在合同规定的交货日期安排货运代理人到乙方工厂提货, 乙方应在甲方指定的货运代理人上门提货前至少 5 个工作日, 将合同号、商品名称、数量、总金额、件数、总重量、总体积以及货物在乙方工厂备妥的日期通知甲方。如需对提货日期做出变动, 甲方或其货运代理人应及时通知乙方, 但不能迟于预计抵达日期前 15 日, 以便乙方做出必要的安排。如果甲方或其货运代理人未能按期到乙方工厂提货的, 甲方应承担一切实际费用, 包括仓储费及利息, 但这不影响乙方根据合同及国际贸易术语解释通则中的规定所要求的索赔。

Party A shall arrange cargo agent in the delivery date stipulated in the contract to Party B factory pick up the goods, Party B shall in party A's designated freight forwarder to pick up the

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goods, at least five working days before the contract number, name of commodity, quantity, total amount, packages, gross weight, total volume, and goods in notify Party A to Party B the date of the factory ready. In case the date of delivery has to be changed, Party A or its cargo forwarder shall advise Party B timely, however not later than 15 days prior to the scheduled date of arrival so that Party B can make the necessary arrangement. Party A or its freight forwarder fails to pick up the goods at Party B's factory on schedule, Party A without prejudice to any other claims of Party B under this Contract and the provisions of the Incoterms, shall bear all actual expenses, including but not limited to the storage expenses and interest charges.

2、运输方式：船舶运输，《国际贸易术语解释通则 2010》EXW，应由甲方负责投保。
包装方式：胶合木板箱

Mode of transportation: by ship, according to the EXW terms of *the International Rules for the Interpretation of Trade Terms*[®] 2010, Party A is responsible for cargo insurance. Packing method: Plywood Case

3、产品的安装、调试由甲方自行承担。

Party A is responsible for the installation and the adjustment of the Products.

五、售后服务：**After-sale service:**

1、乙方自交货之日起 5 年内对模组保修，其它备件保修 1 年，保修期内免费返厂维修，返厂维修运输费用，甲方发往乙方的由甲方承担，乙方发往甲方的由乙方承担，在免费维修期间内，因非乙方原因导致的产品损坏由甲方自行承担。

Party B shall be responsible for the repair of the led modules returned to the factory of Party B within five years after the delivery of the Products, and offer one year warranty to other spare parts. The transport costs of returning the Products from Party A to Party B shall be borne by Party A. The transport costs of returning the Products from Party B to Party A shall be borne by Party B. During the period of free repair, Party A should be responsible for any products damage not caused by Party B.

2、质保期后，乙方提供有偿的服务。对需要更换维修的配件或备件，乙方只收取相应的材料费，运输费用由甲方承担。但是，对客户提出的其他售后服务项目，甲乙双方重新进行磋商，服务费用包括人工、运输费用等。

After warranty period, Party B provides paid services. For parts or spare parts that need to be replaced and repaired, Party B will only charge the corresponding materials and the transportation costs shall be borne by Party A. Other service should be negotiated by both Parties including labor

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cost and shipping.

3、甲方派人（不超过 2 人/次）来乙方培训学习，免收培训费，并负责食宿；乙方工程师应甲方要求到甲方现场指导安装的，甲方承担往返机票及食宿费用。

Party A may send some people (no more than 2 persons per time) to the factory of Party B for training and learning, and Party B will provide the training and learning free of charge and shall be responsible for trainee's board and lodging. If the engineers of Party B go to the place specified by Party A for on-site installation guidance on the request of Party A, Party A shall be responsible for the cost of round-trip air fare and boarding and lodging of the engineers.

六、违约责任

Liability for breach of contract

1、甲方逾期支付任何一期预付款或货款的，乙方有权拒绝履行合同，同时甲方向乙方每日偿付合同总金额千分之一的违约金；延迟支付超过三十日的，视为甲方根本违约，乙方有权解除合同，甲方应支付合同总金额的 30% 作为违约金，并赔偿乙方因此受到的损失，甲方已支付的货款不予退还。

In case Party A is delay in any payment or any installment payment, Party B shall have the right to refuse to perform this Contract. Meanwhile, Party A shall pay penalty to Party B, which is charged at one thousandth of the total amount of the Contract per day; In case Party A fails to make payment 30 days later than the time of payment stipulated in this Contract, Party A shall be deemed to fundamental breach of contract, and Party B shall have the right to terminate this Contract, Party A shall pay a penalty which is charged at 30% of the total amount of the Contract to Party B and shall be liable for any loss incurred by Party B. Any payment has been paid by Party A to Party B shall be not refunded.

2、如乙方收到合同所约定的货款后不能按时交货，乙方向甲方每日偿付合同总金额千分之一的违约金。

In case Party B fails to deliver the Products to Party A on time after Party B having received the payment stipulated in this Contract, Party B shall pay penalty to Party A which is charged at one thousandth of the total amount of the Contract per day.

3、因不可抗力致使合同延期履行或不可履行，双方互不承担违约责任。

Neither Party A nor Party B shall be liable to each other for any delay or failure to perform its obligations under this Contract where and to the extent such delay or failure is caused by Force Majeure.

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4、甲方未按本合同约定前往乙方验货,自验收期满之日起,乙方每日按合同总金额的 1% 收取仓储保管费,超过两个月,则视为甲方放弃货物所有权,甲方应向乙方支付本合同总金额作为违约金,乙方对货物拥有处置权。

In case Party A fails to go to the plant of Party B to inspect the Products according to the terms and conditions of this Contract, Party B will charge the storage fee for 1% of the Contract Price per day; If Party A fails to do the foregoing inspection for over two months, Party A shall be deemed having given up the ownership of the Products. Party B shall have the right to dispose of the Products while Party A shall pay the total amount of this contract to Party B as liquidated damages for breach of contract.

5、乙方因履行本合同对甲方承担的所有责任,包括但不限于违约、侵权、赔偿和保证责任,其责任总额不超过本合同项下产品的金额。乙方只对甲方的直接损失负责,不对甲方任何间接损失、结果损失、利润损失负责。

Party B shall be liable to Party A for the performance of this Contract, including but not limited to liability for breach of contract, tort, compensation and warranty, and the total amount of such liability shall not exceed the amount of the products hereunder. Party B shall only be responsible for The direct losses of Party A and shall not be responsible for any indirect losses, consequential losses or profit losses of Party A.

七、法律适用和争议解决**Applicable law and settlement of disputes**

本合同适用中华人民共和国法律,并排除其冲突规范。双方同意本合同不适用《联合国国际货物销售合同公约》。

This Contract shall be governed exclusively by the laws of the People's Republic of China without its conflicts of laws. Both parties hereto agree to exclude the application of CISG.

凡与本合同签订或履行有关的争议,双方应友好协商解决,如协商不成或一方不愿意协商,双方同意将该争议提交惠州仲裁委员会(仲裁地为中国惠州)依其现行的仲裁规则进行仲裁,仲裁裁决是终局的,仲裁费用由败诉一方承担。

Any disputes in connection with the signing or performing of this Contract shall be settled by both Parties through friendly consultation. In the event that such disputes can not be settled through consultation or a party is not willing to settle the disputes through consultation, both parties agree that such dispute shall be submitted to Huizhou Arbitration Commission (The arbitration place is in Huizhou, China) for arbitration, which shall be conducted in accordance with the Commission's

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Arbitration Rules in effect at the time of applying for arbitration. The arbitration award shall be final. The costs of arbitration shall be borne by the losing party.

八、通知与送达:**Notices and delivery:**

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All the notice authorized or required by and between Party A and Party B as set out in any of the articles herein shall be made in writing, and delivered by hand or registered mail or email to the following address or other address informed by both parties in writing:

甲方 Party A: Chengdu Weilishi Technology Co., Ltd.

地址 Address:

联系人 Contact person: 电话 Tel: 电子邮箱 Email:

乙方 Party B: Huizhou Desay Intelligent Technology Co., Ltd

地址 Address: DESAY Third Industrial Zone, Chenjiang, Huizhou city, Guangdong province., China

联系人 Contact person: 电话 Tel: 电子邮箱 Email:

对于合同签订履约的相关事项或者合同争议引起的纠纷, 甲方同意乙方、司法机关或者仲裁机构等可以通过上述邮寄地址、手机短信或电子邮件等通讯方式中的任何一种或多种方式送达履约函、解除合同通知、仲裁或者诉讼法律文书等, 送达时间以上述送达方式中最先送达的为准。甲方确认上述送达方式适用于法院的一审、二审、再审、执行以及监督程序等各个司法阶段或者仲裁裁决的各个阶段。甲方保证送达地址准确、有效, 如果提供的地址不确切, 或者不及时告知变更后的地址, 使法律文书无法送达或未及时送达, 自行承担由此可能产生的法律后果。

Any disputes in connection with the signing or performing of this contract. Party A agrees that Party B, judicial organs or arbitration institutions may serve performance letters, notice of termination of contract, arbitration or litigation legal documents by one or more of the above-mentioned means of communication such as mailing address, mobile phone instant message or e-mail, etc. The service time is subject to the earliest received among the above service method. Party A confirms that the above-mentioned service method is applicable to all stages of the judicial stage or arbitration, such as the first instance, second instance, retrial, execution and supervision procedures. Party A guarantees that the service address is accurate and valid. If the address

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provided is inaccurate, or the changed address is not promptly notified, the legal documents cannot be served or served in time, and the legal consequences may be borne by Party A itself.

九、本合同自双方签字或盖章之日起生效。本合同一式二份，甲方一份，乙方一份，均具有同等的效力。

This Contract shall become effective upon its execution and sealed by both Parties. This Contract is executed in two originals, both parties shall separately keep one original with the equal effect.

十、清洁条款**Clean clause**

本合同正文部分为清洁打印文本，正文中任何非打印文字及图形均不具法律效力。经双方协商一致需对本合同进行修改时可签订补充合同，补充合同与本合同具同等效力。本协议以中文和英文写就，如有冲突，以中文内容为准。（以下无正文）

The text of this Contract is a clean and printed text, any non-printed text or graphics in the text are not legally binding. The supplementary contract can be made when the consensus of both parties of the contract are reached in the modifications of the contract. The supplementary contract and this Contract have the same effect. This Contract is written in Chinese and English. If there were any conflict, the Chinese version should prevail. (There is no text in the following.)

附件 Annexes:

附件一：产品名称、数量、合同金额

Annex1: Name of the Products, quantity and the Contract Price

附件二：产品技术参数表

Annex 2: The technical parameter sheet of the Products

甲方：成都威力士科技有限公司

Party A:

Co.,Ltd

授权代表（签字）：

authorized representative(signature):

地址：中国成都高新区天府大道北段 1199 号 2815 室

Address:

乙方：惠州市德赛智能科技有限公司

Party B: Huizhou Desay Intelligent Technology

Co.,Ltd.

授权代表（签字）：

authorized representative(signature):

地址：广东省惠州市陈江德赛第三工业区

Address: DESAY Third Industrial Zone, Chenjiang, Huizhou city, Guangdong province.

1.9、购销合同

DESAY 德赛

购 销 合 同 Purchase and Sale Contract

合同编号: 20220812L1

Contract NO.: 20220812L1

甲方: _____
 Party A: HOTWIN INDUSTRIAL CO., LIMITED
 乙方: 惠州市德赛智能科技有限公司
 Party B: Huizhou Desay Intelligent Technology Co.,Ltd.
 签约时间: 2022 年 8 月 12 日

Date of Signing of Contract: _____

签约地点: 惠州

Place of Signing of Contract: Huizhou

经甲、乙双方友好协商,就甲方购买乙方生产销售的全彩显示屏系统(以下简称产品)事宜,本着互利互惠的原则,依据《中华人民共和国合同法》达成一致,特签订本合同。

According to the Contract law of the people's Republic of China, Party A and Party B, through friendly negotiation, and based on the principle of mutual benefit, have signed this Contract relating to Party A's agreeing to purchase the Full Color Display System (hereinafter called the "Product" or "Products") manufactured and sold by Party B.

一、产品名称、数量、合同金额:

Name of the Products, quantity and the Contract Price:

产品名称、数量等相关内容详见附件一。

Name of the Products, quantity and other relevant content is detailed in Annex 1.

Co., Limited
 有限公司
 本合同总金额为: 463831 美元, 大写: 肆拾陆万叁仟捌佰叁拾壹圆整 美元整。

ized Signature(s)
 The total amount of this Contract is: USD 463,831, Capitalization: SAY US DOLLARS FOUR HUNDRED AND SIXTY-THREE THOUSAND, EIGHT HUNDRED AND THIRTY-ONE AND CENTS only.

二、产品质量及验收:

Quality of the Products and Acceptance:

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1、产品质量及验收标准以本合同附件二《产品技术参数表》及附件三《产品验收标准》为执行标准。双方同意任何产品缺陷仅指产品严重不符合附件二。除本合同明示条款外，乙方在法律最大允许范围内排除对产品的任何默示保证。

The implementation standard of the Quality and Acceptance standard of the Products is based on the technical parameter sheet of the Products (Annex 2) and the acceptance standard of the Products (Annex 3) of this Contract. Both parties hereto agree that any defective products only include any products are not materially compliance with Annex 2. Except for the expressly warranty herein, Party B hereby excludes any implied warranty and conditions to the greatest permitted by laws.

2、验收程序：在产品生产完成，乙方通知甲方到厂验货，双方根据本合同约定标准进行验收，验收合格的，双方应于验收完成时在验收合格单或者装箱清单签字确认；双方确认验收不合格的，乙方应当立即整改并重新通知验收。甲方应乙方通知后 3 个工作日内完成验收，逾期视为验收合格。如果甲方无理拒绝验收，则视同甲方验收合格。

Procedure of Acceptance: Party B shall notify Party A to the plant of Party B to inspect the Products when the Products have been manufactured. Both parties shall conduct the inspection according to the standard stipulated in this Contract. If the inspection passed, both parties shall make confirmation by signing the acceptance form or the packing list while the inspection has been finished; if the inspection is not confirmed passed by both parties, Party B shall immediately adjust and revise the Product and re-notify Party A to inspect. Party A shall finish the inspection within 3 business days after having received the inspection notice provided by Party B. If Party A fails to conduct such inspection within the above time limit, Party A shall be deemed to have accepted the Products. If Party A refuses to inspect the products unreasonably, Party A shall be deemed to have accepted the Products.

三、付款方式：

Terms of payment:

1、本合同采用分期付款的方式，具体付款时间和金额如下：

The Contract Price shall be paid by Party A to Party B in installments, the specific time and amount of payment is as follows:

(1) 合同生效后 7 个工作日内甲方向乙方支付合同总金额的 100%，即 463831 美元；

The sum of United States Dollars 463,831 (US \$463831) as the payment shall become due and payable and be paid within 7 banking business days by Party A to Party B

(2) 因甲方直接或间接逾期付款，造成乙方因汇率变动而受到的全部损失，包括但不限于

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到期日和实际支付日之间的汇率差导致的损失，甲方应当承担赔偿责任。

Any and all damages of Party B incurred by the exchange rate, including but not limited to the difference of the exchange rate of the due date and that of the date of actual paid, due to the delayed payment directly or indirectly by Party A shall be indemnified by Party A.

(3) 本合同货物的所有权在甲方付清全部款项之前不转移给甲方。

The title to the Goods hereunder shall not pass to Party A until full payment has been made to Party B.

2、甲方必须按本条第一款确定的时间和金额支付相应款项，不得以产品质量及或其他理由拖延或拒绝支付，也不得以任何理由进行抵销。

Party A shall make the payment according to the above time and amount stipulated in paragraph (1)、(2)、(3) and (4) of Article 1 (Terms of payment), and shall not delay or refuse to pay for the reasons of the quality of the Products or any other reasons. Neither Party A could offset the payment in any reasons.

3、本合同项下所有款项，均应付至乙方公司账号或经乙方盖有公章确认的收款账号，否则，视为甲方未履行支付义务。

All of the payment stipulated in this Contract shall be paid to the company account of Party B or to the account designated and confirmed by Party B through its official seal. Otherwise, Party A shall be deemed to fail to perform the payment obligation.

乙方公司账号：

开户名称：Huizhou Desay Intelligent

地址：Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

账号：2008 02011 9200 122284

代码：ICBKCNBJGDG

开户行：Industrial And Commercial Bank Of China Huizhou Branch, Guang Dong Province

地址：NO.3WenmingRoad, Jiangbei District, Huizhou, Guang dong Province, P.R. China

The company account of Party B is as follows:

Beneficiary: Huizhou Desay Intelligent

Address: Desay Third Industrial Zone, Zhongkai Avenue, Chenjiang Town, Huizhou City

Account No.: 2008 02011 9200 122284

SWIFT: ICBKCNBJGDG

Advising Bank: Industrial And Commercial Bank Of China Huizhou Branch, Guang Dong Province



Address: NO.3 Wenming Road, Jiangbei District, Huizhou, Guang dong Province, P.R. China

四、产品的生产、包装、运输和交货：

Manufacture, packing, transportation and delivery of the Products:

1、乙方收到全部甲方付款后 20 天内备齐货物。乙方收到付款项后 20 个工作日内将货物交给甲方指定的货运代理人，视为交货完成。

Party B shall well prepare the Products within 20 days after having received the full payment made by Party A. It shall be deemed that Party B has finished delivering the Products when Party B has delivered the Products to the cargo forwarder designated by Party A within 20 working days after having received the full installment.

甲方应按合同规定的装运期订舱，乙方应在合同规定的装运期前至少 5 工作日，将合同号、商品名称、数量、总金额、件数、总重量、总体积以及货物在装运港备妥的日期通知甲方。甲方应至少在船只到达装运港的预计日期前 15 日，通知乙方船名，预计抵港日期及合同号，以便乙方办理装运。如果需对运输船只或到达日期做出变动，甲方或其货运代理人应及时通知乙方，但不能迟于预计抵达日期前 15 日，以便乙方做出必要的安排。如果船只未在甲方通知的抵达日后 10 日内抵达装运港，甲方应承担自 10 日后开始计算的一切实际费用，包括仓储费及利息，但这不影响乙方根据合同及国际贸易术语解释通则中的规定所要求的索赔。

Party A shall book shipping space in accordance with the time of shipment stipulated in this Contract. Party B shall at least 5 days before the date of shipment stipulated in this Contract, advise Party A by Telex, Fax or Cable of the Contract number, the name of the commodity, the quantity, the total amount, the package numbers, the total weight and volume and the date when the goods should be ready for shipment at the port of shipment. Party A shall, at least 15 days before the estimated date of arrival of the vessel at the port of shipment, notify Party B of the name of the vessel, the estimated date of arrival and the contract number for Party B to effect shipment. In case the carrying vessel or the date of arrival has to be changed, Party A or its cargo forwarder shall advise Party B timely, however not later than 15 days prior to the scheduled date of arrival so that Party B can make the necessary arrangement. Should the vessel fail to arrive at the port of shipment within 10 days after the estimated arrival date advised by Party A, Party A without prejudice to any other claims of Party B under this Contract and the provisions of the Incoterms, shall bear all actual expenses, including but not limited to the storage expenses and interest charges, calculated from the 10 days thereafter.

2、运输方式：船舶运输，《国际贸易术语解释通则 2010》FOB，应由甲方负责投保。包装方式：胶合木板箱



Mode of transportation: by ship, according to the FOB terms of the *International Rules for the Interpretation of Trade Terms*® 2010, Party A is responsible for cargo insurance. Packing method: Plywood Case

3、产品的安装、调试由甲方自行承担。

Party A is responsible for the installation and the adjustment of the Products.

4、货物装船后,乙方应将提单寄送至甲方指定地址。

Party B shall mail the bill of lading to the address specified by Party A after the Products have been shipped on board.

五、售后服务:

After-sale service:

1、乙方自交货之日起2年内负责对产品免费返厂维修,返厂维修运输费用,甲方发往乙方的由甲方承担,乙方发往甲方的由乙方承担,在免费维修期间内,因非乙方原因导致的产品损坏由甲方自行承担。

Party B shall be responsible for the repair of the Products returned to the factory of Party B within two years after the delivery of the Products. The transport costs of returning the Products from Party A to Party B shall be borne by Party A. The transport costs of returning the Products from Party B to Party A shall be borne by Party B. During the period of free repair, Party A should be responsible for any products damage not caused by Party B.

2、经甲方验收合格的产品,乙方承诺提供上述售后服务。甲方承诺不以产品质量理由拒绝支付剩余货款。

Party B promises to provide the above after-sale service to the Products accepted by Party A. Party A promises not to refuse to pay the balance of the Contract Price to Party B in the excuse of the quality of the Products.

3、甲方派人(不超过2人/次)来乙方培训学习,免收培训费,并负责食宿;乙方工程师应甲方要求到甲方现场指导安装的,甲方承担往返机票及食宿费用,指导费按300美金/天收取。

Party A may send some people (no more than 2 persons per time) to the factory of Party B for training and learning, and Party B will provide the training and learning free of charge and shall be responsible for trainee's board and lodging. If the engineers of Party B go to the place specified by Party A for on-site installation guidance on the request of Party A, Party A shall be responsible for the cost of round-trip air fare and boarding and lodging of the engineers, and the engineer's guidance fee should be charged for USD 300 per day.



六、违约责任

Liability for breach of contract

1、甲方逾期支付任何一期预付款或货款的，乙方有权拒绝履行合同，同时甲方向乙方每日偿付合同总金额千分之一的违约金；延迟支付超过三十日的，视为甲方根本违约，乙方有权解除合同，甲方应支付合同总金额的 30% 作为违约金，并赔偿乙方因此受到的损失，甲方已支付的货款不予退还。

In case Party A is delay in any payment or any installment payment, Party B shall have the right to refuse to perform this contract. Meanwhile, Party A shall pay penalty to Party B, which is charged at one thousandth of the total amount of the contract per day; in case Party A fails to make payment 30 days later than the time of payment stipulated in this contract, Party A shall be deemed to fundamental breach of contract, and Party B shall have the right to terminate this contract, Party A shall pay a penalty which is charged at 30% of the total amount of the contract to Party B and shall be liable for any loss incurred by Party B. Any payment has been paid by Party A to Party B shall be not refunded.

2、如乙方收到合同所约定的货款后不能按时交货，乙方向甲方每日偿付合同总金额千分之一的违约金。

In case Party B fails to deliver the Products to Party A on time after Party B having received the payment stipulated in this contract, Party B shall pay penalty to Party A which is charged at one thousandth of the total amount of the contract per day.

3、因不可抗力致使合同延期履行或不可履行，双方互不承担违约责任。

Neither Party A nor Party B shall be liable to each other for any delay or failure to perform its obligations under this contract where and to the extent such delay or failure is caused by Force Majeure.

4、甲方未按本合同约定前往乙方验货，自验收期满之日起，乙方每日按合同总金额的 1% 收取仓储保管费，超过两个月，则视为甲方放弃货物所有权，甲方应向乙方支付本合同总金额作为违约金，乙方对货物拥有处置权。

In case Party A fails to go to the plant of Party B to inspect the products according to the terms and conditions of this contract, Party B will charge the storage fee for 1% of the contract Price per day; if Party A fails to do the foregoing inspection for over two months, Party A shall be deemed having given up the ownership of the Products. Party B shall have the right to dispose of the products while Party A shall pay the total amount of this contract to Party B as liquidated damages for breach of contract.



5、乙方不需对合同、保证、陈述、侵权（包括过失或违反法规责任）、严格责任或其他类似责任承担间接、特别、罚款、后果性的损失。即使乙方已被告知可能有这些损失。

IN NO EVENT, WILL PARTY B BE LIABLE, WHETHER IN CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE. EVEN IF PARTY B HAS BEEN ADVISED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE.

乙方对甲方所承担的责任总额不超过甲方在上一年度所支付的金额。

PARTY B'S TOTAL AGGREGATE LIABILITY TO PARTY A FOR ANY REASON WILL NOT EXCEED THE AMOUNT OF REVENUE RECEIVED FROM PARTY A IN THE PREVIOUS CALENDAR YEAR.

七、法律适用和争议解决

Applicable law and settlement of disputes

本合同适用中华人民共和国法律，并排除其冲突规范。双方同意本合同不适用《联合国国际货物销售合同公约》。

This Contract shall be governed exclusively by the laws of the People's Republic of China without its conflicts of laws. Both parties hereto agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

凡与本合同签订或履行有关的争议，双方应友好协商解决，如协商不成或一方不愿意协商，双方同意将该争议提交惠州仲裁委员会（仲裁地为中国惠州）依其现行的仲裁规则进行仲裁，仲裁裁决是终局的，仲裁费用由败诉一方承担。

Any disputes in connection with the signing or performing of this Contract shall be settled by both Parties through friendly consultation. In the event that such disputes can not be settled through consultation or a party is not willing to settle the disputes through consultation, both parties agree that such dispute shall be submitted to Huizhou Arbitration Commission (The arbitration place is in Huizhou, 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. The costs of arbitration shall be borne by the losing party.

八、本合同自双方签字或盖章之日起生效。本合同一式二份，甲方一份，乙方一份，均具有同等的效力。



This Contract shall become effective upon its execution and sealed by both Parties. This Contract is executed in two originals, both parties shall separately keep one originals with the equal effect.

九、通知与送达:

Notices and delivery:

本合同所有条款规定的双方授权或要求的所有通知都必须采用书面形式,并亲自送达、或挂号信或通过电子邮件送达至下面地址或双方书面通知的其他地址:

All the notice authorized or required by and between Party A and Party B as set out in any of the articles herein shall be made in writing, and delivered by hand or registered mail or email to the following address or other address informed by both parties in writing:

甲方 Party A: HOTWIN INDUSTRIAL CO., LIMITED

地址 Address: UNIT B, 16/F, ONE CENTRAL PLACE, 16 BOARD ROAD, WAI TAN CHAI, HONGKONG

联系人 Contact person: [REDACTED] 电话 Tel:

电子邮箱 Email:

乙方 Party B: Huizhou Desay Intelligent Technology Co.,Ltd

地址 Address: 6th Floor, Desay Audio & Vision New Building, Desay 3rd Industry Zone, Chenjiang, Huizhou, Guangdong Province, China

联系人 Contact person: 电话 Tel:

电子邮箱 Email:

对于合同签订履约的相关事项或者合同争议引起的纠纷,甲方同意乙方、司法机关或者仲裁机构等可以通过上述邮寄地址、手机短信或电子邮件等通讯方式中的任何一种或多种方式送达履约函、解除合同通知、仲裁或者诉讼法律文书等,送达时间以上述送达方式中最先送达的为准。甲方确认上述送达方式适用于法院的一审、二审、再审、执行以及监督程序等各个司法阶段或者仲裁裁决的各个阶段。甲方保证送达地址准确、有效,如果提供的地址不确切,或者不及时告知变更后的地址,使法律文书无法送达或未及时送达,自行承担由此可能产生的法律后果。

Any disputes in connection with the signing or performing of this contract. Party A agrees that Party B, judicial organs or arbitration institutions may serve performance letters, notice of termination of contract, arbitration or litigation legal documents by one or more of the above-mentioned means of communication such as mailing address, mobile phone instant message or e-mail, etc. The service time is subject to the earliest received among the above service method. Party

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A confirms that the above-mentioned service method is applicable to all stages of the judicial stage or arbitration, such as the first instance, second instance, retrial, execution and supervision procedures. Party A guarantees that the service address is accurate and valid. If the address provided is inaccurate, or the changed address is not promptly notified, the legal documents cannot be served or served in time, and the legal consequences may be borne by Party A itself.

十、清洁条款

Clean clause

本合同正文部分为清洁打印文本，正文中任何非打印文字及图形均不具法律效力。经双方协商一致需对本合同进行修改时可签订补充合同，补充合同与本合同具同等效力。本协议以中文和英文写就，如有冲突，以中文内容为准。（以下无正文）

The text of this Contract is a clean and printed text, any non-printed text or graphics in the text are not legally binding. The supplementary contract can be made when the consensus of both parties of the contract are reached in the modifications of the contract. The supplementary contract and this Contract have the same effect. This Contract is written in Chinese and English. If there were any conflict, the Chinese version should prevail. (There is no text in the following.)

附件 Annexes:

附件一：产品名称、数量、合同金额

Annex1: Name of the Products , quantity and the Contract Price

甲方：
Party A: HOEWIN INDUSTRIAL CO.,
LIMITED Hotwin Industrial Co., Limited
吴盈实业有限公司

授权代表（签字）：
authorized representative(signature):

地址：
Address: [REDACTED] CAPITAL
[REDACTED] CHAI, HONGKONG

乙方：惠州市德赛智能科技有限公司
Party B: Huizhou Desay Intelligent
Technology Co.,Ltd.

授权代表（签字）：
authorized representative(signature):

地址：广东省惠州市陈江德赛第三工业
区
Address: Desay Third Industrial Zone,
Chenjiang, Huizhou city,
Guangdong province.



科技
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