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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：资格审查文件

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 投标人须具有独立法人资格或合伙制企业或者其他组织 资格



营 业 执 照

(副本)

统一社会信用代码 91440300708408263E

名 称	深圳昌恩智能股份有限公司
主 体 类 型	非上市股份有限公司
住 所	深圳市盐田区海山街道沙头角深盐路南保发大厦第五层H1
法定代表人	刘恩元
成 立 日 期	1998年05月22日

重 要 提 示

1、商事主体的经营范围由章程确定。经营范围中属于法律、法规规定应当经批准的项目，取得许可审批文件后方可开展相关经营活动。

2、商事主体经营范围和许可审批项目等有关事项及年报信息和其他信用信息，请登录深圳市市场和质量监督管理委员会商事主体信用信息公示平台（网址<http://www.szcredit.org.cn>）或扫描执照的二维码查询。

3、商事主体须于每年1月1日-6月30日向商事登记机关提交上一年度的年度报告。商事主体应当按照《企业信息公示暂行条例》等规定向社会公示商事主体信息。



登 记 机 关



2017 年 05 月 11 日

中华人民共和国国家工商行政管理总局监制

深圳市市场监督管理局商事主体登记及备案信息查询单

基本信息 许可经营信息 发起人信息 成员信息 变更信息 股权质押信息 法院冻结信息 经营异常信息 严重违法失信信息

深圳昌恩智能股份有限公司的基本信息

统一社会信用代码:	91440300708408263E
注册号:	440301102778645
商事主体名称:	深圳昌恩智能股份有限公司
住所:	深圳市盐田区海山街道沙头角深盐路南保发大厦第五层H1
法定代表人:	刘恩元
认缴注册资本(万元):	7000
经济性质:	非上市股份有限公司
成立日期:	1998-05-22
营业期限:	永续经营
核准日期:	2022-11-07
年报情况:	2013年报已公示、2014年报已公示、2015年报已公示、2016年报已公示、2017年报已公示、2018年报已公示、2019年报已公示、2020年报已公示、2021年报已公示、2022年报已公示、2023年报已公示、2024年报已公示
主体状态:	开业(存续)

分支机构:	深圳昌恩智能股份有限公司河源分公司(注销),深圳昌恩智能股份有限公司梅州市分公司(开业(存续)),深圳昌恩智能股份有限公司云浮分公司(开业(存续)),深圳昌恩智能股份有限公司揭阳市分公司(开业(存续)),深圳昌恩智能股份有限公司韶关分公司(开业(存续)),深圳昌恩智能股份有限公司肇庆分公司(开业(存续)),深圳昌恩智能股份有限公司汕头市分公司(开业(存续)),深圳昌恩智能股份有限公司湛江分公司(开业(存续)),深圳昌恩智能股份有限公司广州分公司(开业(存续)),深圳昌恩智能股份有限公司清远分公司(开业(存续)),深圳昌恩智能股份有限公司江门分公司(开业(存续)),深圳昌恩智能股份有限公司中山分公司(开业(存续)),深圳昌恩智能股份有限公司惠州分公司(开业(存续))
备注:	

深圳市市场监督管理局商事主体登记及备案信息查询单

基本信息

许可经营信息

发起人信息

成员信息

变更信息

股权质押信息

法院冻结信息

经营异常信息

严重违法失信信息

深圳昌恩智能股份有限公司的许可经营信息

一般经营项目:	电子产品、计算机软硬件、网络通讯产品、高清摄像产品、监控产品的研发与销售；楼宇智能化工程、安防工程（以上须取得相应资质证书后方可经营）；弱电系统集成；道路交通设施、布线产品的设计、技术开发与销售；智能化交通设施、通信产品、安防产品、多媒体系统的设计、技术咨询、上门安装、上门调试、上门维护；多媒体设备、文体用品、光电设备、办公自动化设备、仪器仪表、电子元器件的销售及其他国内贸易（法律、行政法规、国务院决定规定在登记前须批准的项目除外）；建筑装饰材料、汽车配件的技术开发与销售；经营进出口业务（法律、行政法规、国务院决定禁止的项目除外，限制的项目须取得许可后方可经营）；投资兴办实业（具体项目另行申报）；在合法取得的土地使用权范围内从事房地产开发经营；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；太阳能发电技术服务；劳务服务（不含劳务派遣）；基于云平台的业务外包服务；电子元器件与机电组件设备销售；插电式混合动力专用发动机销售；环境保护专用设备销售；电子专用设备销售；机械电气设备销售；电力电子元器件销售；通讯设备修理；半导体器件专用设备销售；电工器材销售。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）
许可经营项目:	

第二章 投标人资格要求

2.1、投标人基本情况


投标人：深圳昌恩智能股份有限公司

企业名称	深圳昌恩智能股份有限公司			主管部门	深圳市市场监督管理局	
经济类型	非上市股份有限公司			资质等级	电子与智能化工程专业承包壹级	
单位简介	<p>深圳昌恩智能股份有限公司成立于 1998 年 5 月 22 日，是深耕于城市与建筑智能化、智慧交通、智慧能源等信息与智能化建设领域的综合解决方案提供商，昌恩智能是国家高新技术企业、深圳市专精特新中小企业，昌恩智能目前拥有三大业务板块，分别为“城市和建筑智能化解决方案”“智慧交通解决方案”与“智慧能源解决方案”。昌恩智能为新三板挂牌公司，股票代码:837544。</p> <p>昌恩智能拥有《广东省安全技术防范系统设计、施工、维修资格证(壹级)》、《安防工程企业设计施工维护能力证书(壹级)》、《建筑业企业资质证书—电子与智能化工程专业承包壹级》、《建筑业企业资质证书—建筑机电安装工程专业承包二级》、《建筑业企业资质证书—施工劳务》、《安全生产许可证》、《信息系统建设和服务能力等级证书(CS2)》、《工程建设施工组织质量管理体系认证证书》、《环境管理体系认证证书》、《职业健康安全管理体系认证证书》、《知识产权合规管理体系认证证书》、《信息技术服务管理体系认证证书》、《信息安全管理体系统认证证书》、《CMMI3 认证证书》《广东省科技厅网约车智能终端系统工程技术研究中心》、《国家高新技术企业》、《深圳市专精特新中小企业》、《深圳知名品牌》等资质认证与荣誉。</p>					
单位概况	职工总人数	105 人		工程技术人员	85 人	
	生产工人	0 人		经 营 人 员	20 人	
	固定 资产	2740.65 万元	资金 性质	生产性	0 万元	
				非生产性	8658.94 万元	
	流动 资金	8658.94 万元	资金 来源	自有资金	2768.75 万元	
				银行贷款	5890.19 万元	
主要资质证书	广东省安全技术防范系统设计、施工、维修资格证(壹级)、安防工程企业设计施工维护能力证书(壹级)、建筑业企业资质证书—电子与智能化工程专业承包壹级、建筑业企业资质证书—建筑机电安装工程专业承包二级、建筑业企业资质证书—施工劳务、安全生产许可证、信息系统建设和服务能力等级证书(CS2)					

质量保证 体系	工程建设施工组织质量管理体系认证证书、环境管理体系认证证书、职业健康安全管理体系认证证书、信息技术服务管理体系认证证书、信息安全管理体 系认证证书、		
经济指标	年 份	销售收入（万元）	利润（万元）
	<u>2023</u> 年	17565.33	401.96
	<u>2024</u> 年	13410.85	95.11

注：表格不够可另附说明。

2.2、经年检的营业执照副本



营 业 执 照 (副本)

统一社会信用代码 91440300708408263E

名 称	深圳昌恩智能股份有限公司
主 体 类 型	非上市股份有限公司
住 所	深圳市盐田区海山街道沙头角深盐路南保发大厦第五层H1
法定代表人	刘恩元
成 立 日 期	1998年05月22日

重 要 提 示

1、商事主体的经营范围由章程确定。经营范围中属于法律、法规规定应当经批准的项目，取得许可审批文件后方可开展相关经营活动。

2、商事主体经营范围和许可审批项目等有关事项及年报信息和其他信用信息，请登录深圳市市场和质量监督管理委员会商事主体信用信息公示平台（网址<http://www.szcredit.org.cn>）或扫描执照的二维码查询。

3、商事主体须于每年1月1日~6月30日向商事登记机关提交上一年度的年度报告。商事主体应当按照《企业信息公示暂行条例》等规定向社会公示商事主体信息。



登 记 机 关 

2017 年 05 月 11 日

中华人民共和国国家工商行政管理总局监制

深圳市市场监督管理局商事主体登记及备案信息查询单

基本信息 许可经营信息 发起人信息 成员信息 变更信息 股权质押信息 法院冻结信息 经营异常信息 严重违法失信信息

深圳昌恩智能股份有限公司的基本信息

统一社会信用代码：	91440300708408263E
注册号：	440301102778645
商事主体名称：	深圳昌恩智能股份有限公司
住所：	深圳市盐田区海山街道沙头角深盐路南保发大厦第五层H1
法定代表人：	刘恩元
认缴注册资本（万元）：	7000
经济性质：	非上市股份有限公司
成立日期：	1998-05-22
营业期限：	永续经营
核准日期：	2022-11-07
年报情况：	2013年报已公示、2014年报已公示、2015年报已公示、2016年报已公示、2017年报已公示、2018年报已公示、2019年报已公示、2020年报已公示、2021年报已公示、2022年报已公示、2023年报已公示、2024年报已公示
主体状态：	开业（存续）

分支机构：	深圳昌恩智能股份有限公司河源分公司(注销), 深圳昌恩智能股份有限公司梅州市分公司(开业（存续）), 深圳昌恩智能股份有限公司云浮分公司(开业（存续）), 深圳昌恩智能股份有限公司揭阳市分公司(开业（存续）), 深圳昌恩智能股份有限公司韶关分公司(开业（存续）), 深圳昌恩智能股份有限公司肇庆分公司(开业（存续）), 深圳昌恩智能股份有限公司汕头市分公司(开业（存续）), 深圳昌恩智能股份有限公司湛江分公司(开业（存续）), 深圳昌恩智能股份有限公司广州分公司(开业（存续）), 深圳昌恩智能股份有限公司清远分公司(开业（存续）), 深圳昌恩智能股份有限公司江门分公司(开业（存续）), 深圳昌恩智能股份有限公司中山分公司(开业（存续）), 深圳昌恩智能股份有限公司惠州分公司(开业（存续）)
备注：	

深圳市市场监督管理局商事主体登记及备案信息查询单

基本信息 许可经营信息 发起人信息 成员信息 变更信息 股权质押信息 法院冻结信息 经营异常信息 严重违法失信信息

深圳昌恩智能股份有限公司的许可经营信息

一般经营项目:	电子产品、计算机软硬件、网络通讯产品、高清摄像产品、监控产品的研发与销售；楼宇智能化工程、安防工程（以上须取得相应资质证书后方可经营）；弱电系统集成；道路交通设施、布线产品的设计、技术开发与销售；智能化交通设施、通信产品、安防产品、多媒体系统的设计、技术咨询、上门安装、上门调试、上门维护；多媒体设备、文体用品、光电设备、办公自动化设备、仪器仪表、电子元器件的销售及其他国内贸易（法律、行政法规、国务院决定规定在登记前须批准的项目除外）；建筑装饰材料、汽车配件的技术开发与销售；经营进出口业务（法律、行政法规、国务院决定禁止的项目除外，限制的项目须取得许可后方可经营）；投资兴办实业（具体项目另行申报）；在合法取得的土地使用权范围内从事房地产开发经营；技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；太阳能发电技术服务；劳务服务（不含劳务派遣）；基于云平台的业务外包服务；电子元器件与机电组件设备销售；插电式混合动力专用发动机销售；环境保护专用设备销售；电子专用设备销售；机械电气设备销售；电力电子元器件销售；通讯设备修理；半导体器件专用设备销售；电工器材销售。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）
许可经营项目:	

2.3、制造商的资格声明

制造商的资格声明

1、名称及概况：

(1) 制造厂家名称：惠州市德赛智能科技有限公司

(2) 地址及邮编：广东省惠州市陈江镇仲恺大道德赛第三工业区，邮编 516029

(3) 成立和注册日期：2008 年

(4) 主管部门：市场部

(5) 企业性质：股份有限公司

(6) 法人代表：王勇

(7) 职员人数：510

一般工人： 398 技术人员： 73

(8) 近期资产负债表（到 2024 年 12 月 31 日止）

(1) 固定资产：

原值： 2248.5 万 净值： 743.2 万

(2) 流动资金： 6045.9 万元

(3) 长期负债： 0 万元

(4) 短期负债： 4509.3 万元

(5) 资金来源

自有资金： 7484.9 万元 银行贷款： 0

(6) 资金类型：

生产资金: 11102 万元 非生产资金: 2800.43 万元

2、(1)关于制造投标货物的设施及其他情况:

工厂名称地址	生产的项目	年生产能力	职工人数
<u>惠州市陈江镇德赛陈江工业区</u>	<u>LED 显示屏车间</u>	<u>5-6 万平米</u>	<u>510</u>

(2)本制造厂不生产,而须从其他制造厂购买的主要零部件

制造厂家名称和地址: 西安诺瓦星云科技股份有限公司 陕西省西安市高新区丈八街办科技二路 72 号西安软件园零壹广场 DEF101

主要零部件名称: 显示屏控制系统/视频处理器

制造厂家名称和地址: 明纬(广州)电子有限公司 广州市花都区金谷南路 11 号

主要零部件名称: 显示屏电源

3、制造厂家生产此投标货物的历史(年数):

17 年

4、近三年该货物主要销售给国内、外主要客户的名称地址:

(1) 出口销售

合作公司名称: REVELUX LLC 公司地址: 12604 Oak Ridge Road Northport, AL 35475 项目名称: 美国多个 LED 显示屏项目

合作公司名称: BOOSTR LLC 公司地址: 12604 Oak Ridge Road Northport, AL 35475 项目名称: 美国运动场馆 LED 显示屏项目

合作公司名称: Expromo Europe 公司地址: Langysseen 3 DK/8200 Aarhus N 项目名称: 土耳其某国家银行 LED 项目/美国多个场馆项目

合作公司名称: HIGHGY APAC LIMITED 公司地址: 法国巴黎

项目名称：法国大型零售集团连锁店项目

近三年出口销售额：46872 万元

5、近三年的年营业额：

年度	国内（万元）	国外（万元）	总额（万元）
2022 年度	455	19557	20012
2023 年度	178	16102	16280
2024 年度	663	11213	11876

6、易损件制造商的名称和地址：

部件名称

制造商

材料名称：LED 灯珠 供应商名称：惠州市弘正光电有限公司

供应商地址：惠州市仲恺高新区陈江街道新华大道 3 号益农业科技乡村振兴科技产业示范园 13 栋厂房

7、有关开户银行的名称和地址：账号：2008020109024239627，开户行：中国工商银行惠州分行营业部

8、其他情况：

最近 3 年直接或通过合作伙伴提供的投标货物：

项目名称 1：韩国仁川机场

合同金额：1744 万元

项目名称 2：日本涩谷广场 3D 显示屏

合同金额：711 万元

项目名称 3：匈牙利国家体育馆灯条项目

合同金额：400 万元

项目名称 4：美国 ABC 广播电视台

合同金额：372 万元

项目名称 5：成都威力士科技有限公司

合同金额： 340 万元

兹证明上述声明是真实、正确的，并提供了全部能提供的资料和数据，我们同意遵照贵方要求出示有关证明文件。

制造商： 惠州市德盛智能科技有限公司

投标人授权代表： 庄振城

投标人授权代表的职务： 设计主管、设计部

电话号： 13603023021 传真号： 0755-83932552

日期： 2025 年 6 月 12 日



2.4、经销商（作为代理）的资格声明

经销商（作为代理）的资格声明

1、名称及概况：

(1) 投标人名称：深圳昌恩智能股份有限公司

(2) 地址及邮编：深圳市盐田区海山街道沙头角深盐路南保发大厦第五层 H1、518081

(3) 成立和注册日期：1998 年 5 月 22 日

(4) 主管部门：营销部

(5) 公司性质：股份有限公司

(6) 法人代表：刘恩元

(7) 职员人数：105 人

(8) 近期资产负债表（到 2024 年 12 月 31 日止）

(1) 固定资产：

原值：27,406,528.04 净值：16,018,226.80

(2) 流动资金：60,807,602.41

(3) 长期负债：14,099,726.50

(4) 短期负债：103,751,861.57

(5) 资金来源

自有资金：27,687,563.18，银行贷款：58,901,960.41

(6) 资金类型：

商业性：86,589,523.59 非商业性： /

2、最近三年的年度总营业额：

年份：2022-2024，国内：484,236,242.13，出口： ，总额：484,236,242.13

3、最近三年投标货物主要销售给国内及国外用户名称及地址：

名称和地址

销售的项目和数量

(1) 出口销售:

____/_____

(2) 国内销售:

____/_____

4、同意为投标人制造投标货物的制造厂并附有制造厂的资格声明:

制造厂名称和地址

制造项目和数量

制造厂名称: 惠州市德赛智能科技有限公司(后附制造厂的资格声明)_____

地址: 广东省惠州市陈江镇仲恺大道德赛第三工业区_____

制造项目: LED 显示屏车间

数量: 5-6 万平方米_____

5、须由其他制造厂家供应和制造的部件(如果有的话):

制造厂名称和地址

制造项目

制造厂名称: 西安诺瓦星云科技股份有限公司_____

地址: 陕西省西安市高新区丈八街办科技二路 72 号西安软件园零壹广场 DEF101

制造项目: 显示屏控制系统/视频处理器_____

制造厂名称: 明纬(广州)电子有限公司_____

地址: 广州市花都区金谷南路 11 号_____

制造项目: 显示屏电源_____

6、最近三年中与各经销商成交的此种投标货物(如果有的话):

合同号: /

签字日期: /

产品名称: /

数量： /

合同金额： /

7、有关开户银行的名称和地址：


开户银行的名称：中国银行股份有限公司深圳中银花园支行

地址：深圳市福田区彩田路 5015 号中银花园首层

8、投标人认为需要声明的其他情况

/

兹证明上述声明是真实、正确的，并提供了全部能提供的资料和数据，我们同意遵照贵方要求出示有关证明文件。

投标人名称：  深圳昌恩智能股份有限公司

投标人授权代表： 庄振城

投标人授权代表的职务： 设计部主管

电话号： 13603023021 传真号： 0755-83932552

日期： 2025 年 6 月 24 日

2.5、制造商出具的授权函

制造商出具的授权函

致：深圳地铁置业集团有限公司、深圳市建材交易集团有限公司

我们惠州市德赛智能科技有限公司是按中华人民共和国法律成立的一家制造商，主要营业地点设在广东省惠州市陈江镇仲恺大道德赛第三工业区。兹指派按中华人民共和国的法律正式成立的，主要营业地点设在深圳市盐田区海山街道沙头角深盐路南保发大厦第五层H11的深圳昌恩智能股份有限公司作为我方真正的合法的代理人进行下列有效的活动：

(1)代表我方办理贵方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 屏项目的投标要求提供的由我方制造的货物的有关事宜，并对我方具有约束力。

(2)作为制造商，我方保证以投标合作者来约束自己，并对该投标共同和分别承担招标文件中所规定的义务。

(3)我方兹授予深圳昌恩智能股份有限公司全权办理和履行上述我方为完成上述各点所必须的事宜，具有替换或撤销的全权。兹确认深圳昌恩智能股份有限公司或其正式授权代表依此合法地办理一切事宜。

(4)我方于2025 年 6 月 9 日签署本文件，深圳昌恩智能股份有限公司于2025 年 6 月 9 日接受此件，以此为证。

制造商名称（公章）惠州市德赛智能科技有限公司 代理商名称（公章）深圳昌恩智能股份有限公司

签字人职务和部门：运营总监 市场部

签字人职务和部门：设计主管、设计部

签字人姓名：廖欣欣

签字人姓名：庄振城

签字人签名：

廖欣欣

签字人签名：

庄振城

2.6、主要技术人员情况表

2.6.1、主要技术人员情况表

主要技术人员情况表

投标人：深圳昌恩智能股份有限公司

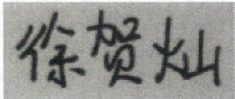
名称	姓名	职务	职称	主要简历、经验及承担过的项目
项目负责人	徐贺灿	项目经理	一级注册建造师、高级信息系统项目管理师	第二特殊教育学校 LED 显示屏配套设备项目
技术负责人	管继鑫	技术负责人	高级工程师	第二特殊教育学校 LED 显示屏配套设备项目
项目主要设计生产技术人员	李飞龙	设计工程师	工程师	第二特殊教育学校 LED 显示屏配套设备项目
项目计划负责人	庄振城	项目计划负责人	工程师	深圳市宝安区松岗西岸华府幼儿园 LED 显示设备
项目质量负责人	古善钦	项目质量负责人	/	第二特殊教育学校 LED 显示屏配套设备项目
现场技术人员	李月清	技术员	工程师	第二特殊教育学校 LED 显示屏配套设备项目
现场技术人员	马英杰	技术员	工程师	第二特殊教育学校 LED 显示屏配套设备项目
质检员	刘旭丹	质检员	/	深圳市宝安区松岗西岸华府幼儿园 LED 显示设备
资料员	梁汝滨	资料员	助理工程师	深圳市宝安区松岗西岸华府幼儿园 LED 显示设备
安全主任	程建辉	安全主任	/	深圳市宝安区松岗西岸华府幼儿园 LED 显示设备
造价工程师	尚东河	造价工程师	工程师	第二特殊教育学校 LED 显示屏配套设备项目
劳资专管员	梁祖建	劳资专管员	/	第二特殊教育学校 LED 显示屏配套设备项目
预算员	巫文程	预算员	工程师	第二特殊教育学校 LED 显示屏配套设备项目
施工员	古现华	施工员	/	深圳市宝安区松岗西岸华府幼儿园 LED 显示设备
安全员	杨晴	安全员	/	第二特殊教育学校 LED 显示屏配套设备项目
售后维保人员	李飞武	维修部技术员	/	第二特殊教育学校 LED 显示屏配套设备项目

售后维保人员	李晓辉	维修部技术员	/	第二特殊教育学校 LED 显示屏配套设备项目
售后维保人员	黄炼	维修部技术员	/	第二特殊教育学校 LED 显示屏配套设备项目
售后维保人员	张瑞华	维修部技术员	/	第二特殊教育学校 LED 显示屏配套设备项目
电工	屈廷鋈	电工	/	第二特殊教育学校 LED 显示屏配套设备项目
低压电工	夏小伟	电工	/	第二特殊教育学校 LED 显示屏配套设备项目
高空作业人员	黄异财	高空作业人员	/	第二特殊教育学校 LED 显示屏配套设备项目

提示：项目主要参与人员主要指：项目负责人，项目技术负责人，项目主要设计生产技术人员、项目计划负责人和项目质量负责人、安装督导负责人等。

2.6.2、主要技术人员相关证书

2.6.2.1、项目负责人：徐贺灿的相关证书

		使用有效期: 2025年04月11日 2025年10月08日
<h2>中华人民共和国一级建造师注册证书</h2>		
姓 名:	徐贺灿	
性 别:	男	
出生日期:	1991年07月02日	
注册编号:	粤1442020202102401	
聘用企业:	深圳昌恩智能股份有限公司	
注册专业:		机电工程(有效期: 2024-05-10至2027-05-09)
		
请登录中国建造师网 微信公众号扫一扫查询		个人签名: 徐贺灿 签名日期: 2025.4.10
		
		中华人民共和国 住房和城乡建设部 行政审批专用章 签发日期: 2024年05月10日

建筑施工企业项目负责人 安全生产考核合格证书	
编号: 粤建安B (2021) 0105483	
姓 名:	徐贺灿
性 别:	男
出 生 年 月:	1991年07月02日
企 业 名 称:	深圳昌恩智能股份有限公司
职 务:	项目负责人 (项目经理)
初次领证日期:	2021年07月29日
有 效 期:	2024年05月16日 至 2027年07月28日
	
发证机关: 广东省住房和城乡建设厅	
发证日期: 2024年05月16日	

中华人民共和国住房和城乡建设部 监制

广东省职称证书

姓 名：徐贺灿

身份证号：410923199107025410



职称名称：工程师

专 业：施工管理

级 别：中级

取得方式：考核认定

通过时间：2020年10月15日

评审组织：深圳市盐田区人力资源局

证书编号：2003083000405

发证单位：深圳市人力资源和社会保障局

发证时间：2020年10月19日



查询网址：<http://www.gdhrss.gov.cn/gdweb/zyjsrc>



2.6.2.2、技术负责人：管继鑫的相关证书



2.6.2.3、项目主要设计生产技术人员：李飞龙的相关证书

广东省职称证书	
姓 名：李飞龙	
身份证号：441423197908086213	
职称名称：助理工程师	
专 业：建筑装饰智能化	
级 别：助理级	
取得方式：职称评审	
通过时间：2022年05月14日	
评审组织：深圳市建筑装饰专业高级职称评审委员会	
证书编号：2203006082547	
发证单位：深圳市人力资源和社会保障局	
发证时间：2022年07月14日	
查询网址： http://www.gdhrss.gov.cn/gdweb/zyjsrc	

<p>依据《中华人民共和国劳动法》，按照国家职业（技能）标准，经考核鉴定合格。</p> <p>特发此证。</p> <p>According to the Labour Law of the People's Republic of China and the national occupational skill standards, the certificate is herewith issued after passing testing and assessment.</p> <p>中华人民共和国人力资源和社会保障部 Seal of the Ministry of Human Resources and Social Security, The People's Republic of China</p>	 <p>发证机关(印) Issued by</p>
<p>姓名 李飞龙 性别 男 Name Sex</p> <p>出生日期 1979 年 08 月 08 日 Birth Date Year Month Day</p> <p>文化程度 大专 Educational Level</p> <p>发证日期 2016年05月04日 Date of Issue</p> <p>证书编号 1602000000103440 Certificate No.</p> <p>身份证号 441423197908086213 ID Card No.</p>	<p>职业(工种)及等级 安全防范设计评估师 Occupation & Skill Level</p> <p>理论知识考试成绩 84.0 Result of Theoretical Knowledge Test</p> <p>操作技能考核成绩 86.0 Result of Operational Skill Test</p> <p>综合评审成绩 良好 Result of Integrated Test</p> <p>评定成绩 Result of Test</p> <p>职业技能鉴定(指导)中心(印) Seal of Occupational Skill Testing Authority</p> <p>2016年 05月 04日 Year Month Day</p>

邮电通信人才交流中心是国家人力资源和社会保障部批准并经中央编委注册登记的事业单位，是国家邮电通信行业唯一的人才交流服务机构，是开发培养通信技术人才的平台。

《全国信息与通信技术人才专业技术证书》是对从事相关技术岗位人员进行理论基础与实践能力培训，以岗位标准考核，对成绩合格者颁发的技术水平证书。



姓 名	李飞龙	专业名称	装配式高级工程师
Name		Professional Name	
性 别	男	考核级别	高级
Sex		Skill Level	
身份证号	441423197908086213	考核成绩	合格
ID Card No.		Result Test	
文化程度	本科		
Educational Level			
证书编号	210361020385498		
Certificate No.			



邮电通信人才交流中心(印)
Talents Exchange Center
of Post and Telecommunications Industry

2021 年 04 月 10 日
Year Month Day

2.6.2.4、项目计划负责人：庄振城的相关证书



2.6.2.5、项目质量负责人：古善钦的相关证书



2.6.2.6、现场技术人员：李月清的相关证书



2.6.2.7、现场技术人员：马英杰的相关证书



2.6.2.8、质检员：刘旭丹的相关证书



2.6.2.9、资料员：梁汝滨的相关证书

广东省职称证书

姓 名：梁汝滨

身份证号：440883198706224560



职称名称：助理工程师

专 业：自动化

级 别：助理级

取得方式：职称评审

通过时间：2023年05月14日

评审组织：深圳市自动化专业高级职称评审委员会

证书编号：2303006106154

发证单位：深圳市人力资源和社会保障局

发证时间：2023年06月30日



查询网址：<http://www.gdhrss.gov.cn/gdweb/zyjsrc>

	<p>梁决清 同志于 2023 年 11 月 08 日至 2023 年 11 月 22 日 参加住房和城乡建设领域专业技术 管理人员 资料员 职业 培训，经考核成绩合格，特发此证。</p>
姓 名 梁决清	
身份证号 440883198706224560	
证书编号 2301050000284581	
工作单位	发证日期：2023 年 11 月 24 日

2.6.2.10、安全主任：程建辉的相关证书

建筑施工企业综合类专职安全生产管理人员	
安全生产考核合格证书	
编号: 粤建安C3 (2021) 0129063	
姓 名:	程建辉
性 别:	男
出 生 年 月:	1979年11月17日
企 业 名 称:	深圳昌恩智能股份有限公司
职 务:	专职安全生产管理人员
初次领证日期:	2021年10月28日
有 效 期:	2024年08月19日 至 2027年10月27日
	
发证机关: 广东省住房和城乡建设厅	
发证日期: 2024年08月19日	

中华人民共和国住房和城乡建设部 监制

2.6.2.11、造价工程师：尚东河的相关证书

中华人民共和国
专业技术人员职业资格证书
(电子证书)

一级造价工程师
Class 1 Cost Engineer

本人调用
有效期至2026年01月27日

姓名：尚东河
证件号码：612301197211201612
性 别：男
出生年月：1972年11月
业：安装工程
批准日期：2021年10月31日
管 理 号：20211004544000001965

本人调用
有效期至2026年04月21日

制发日期：2022年01月24日

中华人民共和国人力资源和社会保障部
(盖 章)
专业技术人员职业资格
证书专用章
11010110016000


二维码

姓名：尚东河
身 份 证 号 码：612301197211201612
性 别：男
专 业：安装工程
聘 用 单 位：深圳昌恩智能股份有限公司

证书编号：建[造]14224400014807
初始注册日期：2022 年 06 月 16 日

颁发机关盖章：
发证日期：2022 年 6 月 16 日

2.6.2.12、劳资专管员：梁祖建的相关证书



持证人签名
Signature of the holder

证书编号: 0915879202406005750
Certificate No.

注册编号: 091587920246005750
Registration No.


姓 名: 梁祖建
Full Name

性 别: 男
Gender

身份证号: 441223197808011715
ID No.

职业工种: 劳资专管员
Occupation Trade

级 别: —
Rank

发证单位盖章: 
Issued by

签发日期: 2024年12月06日
Issued Date

2.6.2.13、预算员：巫文程的相关证书



姓 名 巫文程

身份证号 441421199402126413

证书编号 2301100300291342

工作单位

同志于 2023 年 11 月 23 日至 2023 年 12 月 06 日参加住房和城乡建设领域专业技术人员 预算员（安装电气）职业培训，经考核成绩合格，特发此证。





发证单位 2023 年 12 月 08 日

有效期至: 2026 年 01 月 08 日

2.6.2.14、施工员：古现华的相关证书





2.6.2.15、安全员：杨晴的相关证书

建筑施工企业综合类专职安全生产管理人员 安全生产考核合格证书	
编号:粤建安C3(2021)0152237	
姓 名: 杨晴	
性 别: 女	
出 生 年 月: 1986年02月20日	
企 业 名 称: 深圳昌恩智能股份有限公司	
职 务: 专职安全生产管理人员	
初次领证日期: 2021年12月23日	
有 效 期: 2024年11月11日 至 2027年12月22日	
	发证机关: 广东省住房和城乡建设厅
	发证日期: 2024年11月11日

中华人民共和国住房和城乡建设部 监制

2.6.2.16、售后维保人员：李飞武的相关证书



姓名李飞武性别男

出生日期1981年09月05日

证书编号1719021001400950

身份证号441423198109056231

职业技能鉴定(指导)中心(印)

Seal of Occupational Skill Testing Authority

2017年08月08日

职业技能鉴定成绩证明章

Nº43750989

职业(工种)及等级安全防范系统安装
Occupation & Skill Level维护员四级

理论知识考试成绩79.5
Result of Theoretical Knowledge Test

操作技能考核成绩83.0
Result of Operational Skill Test

评定成绩合格
Result of Test

2.6.2.17、售后维保人员：李晓辉的相关证书

职业技能等级证书
Certificate of Occupational Skill Level

本证书由深圳市智慧安防行业协会颁发，
表明持证人通过本机构组织的职业技能等级认定，
具备该职业(工种)相应技能等级水平。

This is to certify that the bearer has
demonstrated corresponding competency in this
occupation(job) for successful completion of the
occupational skill level assessment organized
by Smart Security Industry Association of Shenzhen

深圳市智慧安防行业协会
发证日期: 2021年2月07日
issue date

证书信息查询网址 (Certificate Information): <http://hndj.osta.org.cn/>
机构信息查询网址 (Assessment Information): <http://pijg.osta.org.cn/>

No.



姓名: 李晓辉
Name

证件类型: 居民身份证
ID Type

证件号码: 411424198708111619
ID No.

职业名称: 安全防范系统安装维护员
Occupation

工种/职业方向: /
Job

职业技能等级: 四级/中级工
Skill Level

证书编号: S000044033037214000001
Certificate No.

2.6.2.18、售后维保人员：黄炼的相关证书



2.6.2.19、售后维保人员：张瑞华的相关证书



2.6.2.20、电工：屈廷鏊的相关证书

建筑施工特种作业操作资格证书	
编号：粤B012023126419	
姓 名：	屈廷鏊
性 别：	男
操 作 类 别：	建筑电工
初次领证日期：	2018年01月25日
有 效 期：	2024年01月24日 至 2026年01月24日
	<div>发证机关：广东省住房和城乡建设厅</div> <div>发证日期：2024年01月24日</div>

中华人民共和国住房和城乡建设部 监制

2.6.2.21、低压电工：夏小伟的相关证书



2.6.2.22、高空作业人员：黄异财的相关证书



2.7、相关项目的业绩表

2.7.1、相关项目的业绩表

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	2023.9.16-202312.16	300.00	
BOOSTR LLC	购销合同	美国	80 平方米	2023.10.16-2024.1.16	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	2021.11.09-2021.12.24	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）	

提示：要求附项目证明材料扫描件（如合同扫描件、用户证明等）。

2.7.2、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

开户银行：中国工商银行惠州分行营业部

公司惠州惠台支行

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

2.7.3、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.

DESAY 德赛智能**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: 3604 Oak Ridge Road North, AL 35475

联系人 Contact person: Greg Crowe

电话 Tel: (205) 622-4788

电子邮箱 Email: greg@boost.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: 0752-2222222

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:

Signature date:

11/20/2023

签字日期: 2023.10.16

Signature date: Oct.16,2023

地址: 12604 Oak Ridge Road, Northport, AL
35475

Address: 12604 Oak Ridge Road, Northport, 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.



2.7.4、购销合同

DESAY 德赛智能**购 销 合 同****Purchase and Sale Contract**合同编号: DSL20240705Contract NO.: DSL20240705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: 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:

ULSAY 利亚尔

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.

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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 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 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: 12684 Old Bridge Road, Northport, AL 35473

联系人 Contact person: Greg Crowe

电话 Tel: 1-205-533-4700

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: 01437 4440 4500

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.

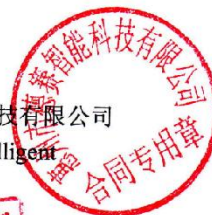
授权代表（签字）：

authorized representative(signature):



授权代表（签字）：

authorized representative(signature):



签字日期：

Signature date:

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.



2.7.5、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 G. L. Binger Road, Norwalk, AL 35475

联系人 Contact person: Greg Green

电话 Tel: 1 (205) 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: 001 100 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*

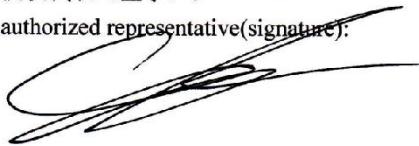
附件三：产品验收标准

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 Desay Road, C1-1, AT 25150
Address: 14070 Desay Road, C1-1, AT 25150, 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.



2.7.6、购销合同

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购 销 合 同

Purchase and Sale Contract

合同编号: DSL20250214Contract 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: 13601 Oak Ridge Rd, Suite 100, Houston, TX 77055

联系人 Contact person: G. G. G.

电话 Tel: 281-281-1111

电子邮箱 Email: g.g.g@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: G. G. G.

电话 Tel: 0752-2222222

电子邮箱 Email: g.g.g@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）

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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: 14 [REDACTED] Road, Coker A
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.



附件一：产品名称、数量、合同金额

2.7.7、购销合同

DESAY 德赛

购 销 合 同

Purchase and Sale Contract

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

甲方: 上海中航进出口有限公司
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

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

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甲方：上海中航进出口有限公司

Party A: Shanghai Chung Hang Import & Export
Co., Ltd.授权代表（签字）
authorized representative (signature)地址：上海汇川路 99 号 1519 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.

2.7.8、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:

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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 50 days 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 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 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:**

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: 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.

2.7.9、购销合同

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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
Signature(s)

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。

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) 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 accbunt 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

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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.

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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.

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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, 14/F, ONE CAPITAL PLACE, 18 BOARD ROAD, WAI 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.,
Hotwin Industrial Co., Limited
LIMITED 昊盈實業有限公司

授权代表（签字）：  Authorized Signature(s)


authorized representative(signature):

地址：

Address: UNIT D, 10/F, CAPITAL
PLACE, 16 LEARNEY ROAD, WONG
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.

2.8、中小企业声明函扫描件

中小企业声明函

本企业（联合体）参加深圳昌恩智能股份有限公司的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 屏招标投标活动，提供的货物全部由符合政策要求的中小企业制造。相关企业的具体情况如下：

LED 显示屏：制造商为惠州市德赛智能科技有限公司，从业人员510人，营业收入为11876万元，资产总额为2248.5万元，根据《关于印发中小企业划型标准规定的通知》（工信部联企业〔2011〕300 号）的划分标准，属于软件和信息技术服务业行业的中企业。

以上企业不属于大企业的分支机构，不存在控股股东为大企业的情形，也不存在与大企业的负责人为同一人的情形。

本企业对上述声明内容的真实性负责。如有虚假，将依法承担相应责任。

企业名称（盖章）：惠州市德赛智能科技有限公司

日期：2025 年 6 月 24 日



备注：从业人员、营业收入、资产总额填报上一年度数据，无上一年度数据的新成立企业可不填报。招标人在同等条件下优先选择符合条件的中小企业中标的，投标人属于中小企业且提供声明函后，方可适用该条款。

1. 广东省工业和信息化厅关于公布 2023 年第一批广东省创新型中小企业名单的通知

广东省工业和信息化厅关于公布2023年第一批广东省创新型中小企业名单的通知

发布日期：2023-09-07 浏览次数：1013

各地级以上市中小企业主管部门：

按照《广东省工业和信息化厅关于组织开展2023年创新型中小企业评价、专精特新中小企业认定和2020年专精特新中小企业复核工作的通知》要求，经企业自愿申报、地级以上市中小企业主管部门审核、省工业和信息化厅抽查、网上公示等程序，确定了2023年第一批广东省创新型中小企业名单。有关事项通知如下：

一、评价广东嘉铭智能科技有限公司等7381家企业为2023年第一批广东省创新型中小企业（名单见附件），创新型中小企业自通知之日起，有效期三年。

二、深圳市创新型中小企业属于省创新型中小企业，由深圳市中小企业主管部门评价后自行公布，名单及时向省工业和信息化厅报备。

三、各地中小企业主管部门要切实履行职责，按照优质中小企业梯度培育管理有关要求，做好动态管理、培育扶持等工作。

附件：2023年第一批广东省创新型中小企业名单

广东省工业和信息化厅
2023年9月5日

惠州市2023年第一批广东省创新型中小企业名单		
序号	地市	企业名称
523	惠州	惠州市德赛智能科技有限公司



2.9、其他

无

第三章 资质要求

3.1、电子与智能化工程专业承包壹级



全国建筑市场监管公共服务平台查询网址: <http://jzsc.mohurd.gov.cn>
广东省建设行业数据开放平台查询网址: <https://skyppt.gdcic.net>

3.3、安全生产许可证



第四章 联合体协议书

我公司独立参加“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”项目投标工作。

第五章 投标担保

5.1、投标保证保险保险凭证

投标保证保险保险凭证

保函编号 2997499051620250003781

致深圳地铁置业集团有限公司（下称受益人）：

鉴于深圳昌恩智能股份有限公司（下称被保证人）将参加贵方标段编号为2019-440305-70-03-103679042001的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屏的投标，我方接受被保证人的委托，在此向受益人提供不可撤销的投标保证：

一、本保证担保的担保金额为人民币(币种)500,000.00元(小写)伍拾万元整(大写)。

二、本保证担保的保证期间为该项目的投标有效期（或延长的投标有效期）后28日（含28日），延长投标有效期无须通知我方，但本保证担保的保证期间到期日为2026年02月15日。

三、在本保证担保的保证期间内，如果被保证人出现下列情形之一，受益人可以向我方提起索赔：

1.被保证人在招标文件规定的投标有效期内撤回其投标；

2.被保证人在投标有效期内收到受益人发出的中标通知书后，不能或拒绝按招标文件的要求签署合同；

3.被保证人在投标有效期内收到受益人发出的中标通知书后，不能或拒绝按招标文件的规定提交履约担保。

四、在本保证担保的保证期间内，我方收到受益人经法定代表人或其授权委托代理人签字并加盖公章的书面索赔通知后，即向受益人支付本保证担保的担保金额，受益人需在书面索赔通知中说明索赔是由于出现了上述情形中的一种或两种，并具体说明情况。

五、受益人的索赔通知必须在本保证担保的保证期间内以专人送达或邮寄送达的方式送达我方。

六、本保证担保项下的权利不得转让。

七、本保证担保的保证期间届满，或我方已向受益人支付本保证担保的担保金额，我方的保证责任免除。

八、本保证担保适用中华人民共和国法律。

九、本保证担保以中文文本为准，涂改无效。

附：保单

保证人（盖章）： 中国平安财产保险股份有限公司深圳分公司
法定代表人或其授权委托代理人(签字或盖章)：
单位地址：深圳市龙华区民治街道北站社区鸿荣源北站中心B塔3208、3209、3210
邮政编码：518000 电话：0755-33263116 传真：
日期:2025年06月11日

5.2、投标保证金保险单



浙商财产保险股份有限公司
ZHESHANG PROPERTY AND CASUALTY INSURANCE CO.,LTD.

缴费确认时间: 2025年06月11日 11时22分25秒
保单生成时间: 2025年06月11日 11时22分24秒
保单打印时间: 2025年06月11日 11时24分12秒
保险单号: 2997499051620250003781

投标保证金保险单

鉴于投保人已向本保险人投保《浙商财产保险股份有限公司投标保证金》，并已按保险合同的约定支付保险费，本保险人特签发本保险单并同意按照保险合同的约定承担保险责任。

一、投保人名称: 深圳昌恩智能股份有限公司

地址: 深圳市盐田区海山街道沙头角深盐路南保发大厦第五层H1

统一信用代码证号码: 91440300708408263E

联系人: 联系电话: 0755-83932176

二、被保险人名称: 深圳地铁置业集团有限公司

地址: 深圳市福田区沙头街道天安社区深南大道深铁置业大厦五十层

统一信用代码证号码: 91440300MA5FGBLK44

联系人: 何霞云 联系电话: 13537661945

三、项目名称: 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

项目地址: 深圳市

标段编号: 2019-440305-70-03-103679042001

投标有效期止:

四、保险条件

保险金额	费率	保险费	绝对免赔额/免赔率
RMB500,000.00	0.5	RMB250.00	

五、保险期间:

自2025年06月16日00时00分00秒起至2026年02月15日24时00分00秒止 共245天

六、特别约定:

1、尊敬的客户:自投保次日起,您可以通过本公司网页(www.zsins.com)、24小时服务热线(4008666777)和营业机构核实本保单信息。如对查询结果有异议,请迅速联系本公司。

七、司法管辖: 中华人民共和国司法管辖

八、争议处理: 诉讼

保险公司名称: 浙商财产保险股份有限公司深圳分公司

地址: 中国广东省深圳市龙华区民治街道北站社区鸿荣源北站中心B塔3208

公司网址: www.zsins.com

传真:

服务电话: 4008666777

保险公司盖章:

签单日期: 2025年06月11日



Digitally signed by
Date: 2025.06.11 11:24:19
CST
Reason:
Location:

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浙商财产保险股份有限公司 投标保证保险条款

(浙商财险)(备-保证保险)【2020】(主) 001 号

总则

第一条 本保险合同由保险条款、投保单、保险单、保险凭证及批单组成。凡涉及本保险合同的约定，均应采用书面形式。

第二条 招标投标活动中的投标人可作为本保险合同的投保人。

第三条 招标投标活动中的招标人可作为本保险合同的被保险人。

第四条 凡符合《中华人民共和国招标投标法》、《中华人民共和国招标投标法实施条例》等法律法规，并在中华人民共和国境内（不包括港、澳、台地区）开展的招标项目，均可适用本保险。

保险责任

第五条 在保险期间内，投保人向被保险人组织的招标项目投标过程中，因发生如下情形导致其根据相关法律法规或招标文件的约定须向被保险人承担经济赔偿责任的，被保险人可向保险人提出索赔，保险人依据本保险合同的约定，在保险金额范围内承担赔偿责任：

（一）投保人在招标文件规定的投标有效期内未经被保险人同意修改或撤销其投标文件；

（二）投保人接到中标通知后，在招标文件规定的时间内，因自身原因或无正当理由不与被保险人订立招标项目合同；

（三）投标人中标后不按照招标文件要求缴纳履约保证金。

责任免除

第六条 下列原因造成的损失、费用和责任，保险人不负责赔偿：

（一）战争、敌对行为、恐怖行为、军事行动、武装冲突、罢工、暴动、民众骚乱、恐怖活动或恐怖袭击；

（二）核爆炸、核子辐射和放射性污染；

（三）大气污染、土地污染、水污染及其他各种污染；

（四）洪水、台风、地震、海啸及其他人力不可抗拒的自然灾害；

（五）行政行为或司法行为；

（六）被保险人及其代表的故意或犯罪行为。

第七条 存在下列情况之一的，保险人不负责赔偿：

（一）投保人在投标文件递交截止时间前撤回招标文件的；

（二）投保人中标后因不可抗力原因未与被保险人订立合同或缴纳履约保证金的；

（三）投保人或其雇员与被保险人或其雇员采用欺诈、贿赂等非法手段串通招投标的；

（四）被保险人的招标文件被依法认定无效或被撤销的；

（五）被保险人未履行招标文件规定义务或在提交投标文件截止时间后变更招标文件的。

第八条 对下列损失、费用和责任，保险人不负责赔偿：

（一）任何间接损失；

（二）被保险人以外的第三人的任何损失；

(三) 被保险人根据招标文件应该承担的责任, 以及为收集、确认、证明投保人违反招标文件造成损失所产生的任何费用;

(四) 被保险人与投保人就招标文件产生纠纷所致的任何法律费用, 包括但不限于诉讼或仲裁费、财产保全或证据保全费、强制执行费、评估费、拍卖费、鉴定费、律师费、差旅费、调查取证费等;

(五) 各类罚款、罚金及惩罚性赔偿;

(六) 精神损害赔偿;

(七) 本保单载明的免赔额, 或按本保险单载明的免赔率计算的金额。

保险金额、免赔额(率)

第九条 本保险合同的保险金额为保险人承担赔偿责任的最高金额, 根据招标文件中投保人应交纳的投标保证金金额确定, 并在保险单中载明。

第十条 本保险合同的免赔额(率)由投保人与保险人协商确定并在保险单中载明。

保险期间

第十一条 本保险合同的保险期间最长不超过一年, 自投标截止次日起或保险单载明的保险期间开始之日起(二者以后发生者为准), 至投保人与被保险人签订招标项目项下合同之日止或保险单载明的保险期间结束之日止(二者以先发生者为准)。

保险费

第十二条 本保险合同的保险费由保险人根据投保人企业资质等级、招标项目类型、保险金额等因素确定, 并在保险单上载明。

保险人义务

第十三条 订立保险合同时, 采用保险人提供的格式条款的, 保险人向投保人提供的投保单应当附格式条款, 保险人应当向投保人说明保险合同的内容。对保险合同中免除保险人责任的条款, 保险人在订立合同时应当在投保单、保险单或者其他保险凭证上作出足以引起投保人注意的提示, 并对该条款的内容以书面或者口头形式向投保人作出明确说明; 未作提示或者明确说明的, 该条款不产生效力。

第十四条 本保险合同成立后, 保险人应当及时向投保人签发保险单以及其他保险凭证。

第十五条 保险事故发生后, 投保人、被保险人提供的有关索赔的证明和资料不完整的, 保险人应当及时一次性通知投保人、被保险人补充提供。

第十六条 保险人收到被保险人的赔偿请求后, 应当及时就是否属于保险责任做出核定; 情形复杂的, 保险人将在确定是否属于保险责任的基本材料收集齐全后, 尽快做出核定。

保险人应当将核定结果通知被保险人; 对属于保险责任的, 在与被保险人达成赔偿保险金的协议后十日内, 履行赔偿保险金义务。本保险合同对赔偿保险金的期限有约定的, 保险人应当按照约定履行赔偿保险金的义务。保险人依照前款的规定作出核定后, 对不属于保险责任的应当自作出核定之日起三日内向被保险人发出拒绝赔偿保险金通知书并说明理由。

第十七条 保险人自收到赔偿保险金的请求和有关证明、资料之日起六十日内, 对其赔偿保险金的数额不能确定的, 应当根据已有证明和资料可以确定的数额先予支付; 保险人最终确定赔偿的数额后, 应当支付相应的差额。

投保人、被保险人义务

第十八条 订立本保险合同, 保险人就投保风险的情况以及投保人、被保险人的有关

情况提出询问的，投保人应当如实告知。

第十九条 若在投保时有相关约定，投保人应及时向保险人进行与投保合同有关的业务信息申报，包括但不限于招标项目进展情况等信息。

第二十条 投保人应按照约定及时足额向保险人交付全部保险费（一次性交费），本保险合同自投保人依约交付保险费时生效，保险人按照保险合同的约定承担保险责任。投保人未依约交付保险费的，本保险合同不再生效，保险人也不承担保险责任。

第二十一条 申请投保时，投保人应如实填写投保单，提供保险人要求的必要证明材料，并接受保险人对其资质进行审查。

第二十二条 投保人有义务配合保险人的资质审查工作，在保险人审查期间，投保人应当配合保险人或由保险人雇佣的审计人员或者其他独立第三方对其提供的信息和文件进行准确的核查。

第二十三条 保险事故发生后，被保险人应及时做好记录，并及时书面通知保险人。

第二十四条 在保险合同有效期内，如投保人履约能力发生重大变化，履约风险显著增加的，投保人应采取措施降低或消除上述风险，并应按照本保险合同约定及时通知保险人。保险人可以按照保险合同约定增加保险费或者解除保险合同。

第二十五条 投保人在投保时应向保险人提供以下资料：

- （一）投保人营业执照（三证合一）；
- （二）被保险人信息；
- （三）招标文件；
- （四）企业资质材料（如招标文件有要求的）；
- （五）保险人要求的其他资料。

第二十六条 发生保险事故，投保人或被保险人应当及时通知保险人。

第二十七条 发生保险事故后，被保险人应向保险人提供下列证明和资料：

- （一）保险单正本；
- （二）索赔申请书；
- （三）招标文件；
- （四）投保人递交的投标文件；
- （五）保险事故发生的证明文件；
- （六）司法机关出具的裁定书、裁决书或判决书等（适用于仲裁或诉讼确定损失的方式）；
- （七）保险事故发生的证明文件以及投保人、被保险人所能提供的与确定保险事故的性质、原因、损失程度等有关的其他证明和资料。

被保险人未履行前款约定的索赔材料提供义务，导致保险人无法核实损失情况的，保险人对无法核实的部分不承担赔偿责任。

赔偿处理

第二十八条 保险人的赔偿以下列方式之一确定的被保险人损失为基础：

- （一）投保人、被保险人协商并经保险人确认；
- （二）仲裁机构裁决；
- （三）人民法院判决；
- （四）保险人认可的其它方式。

第二十九条 发生保险责任范围内的损失，保险人依照本保险合同的约定，在保险金额范围内扣除免赔额后予以赔偿。

第三十条 被保险人取得保险赔偿金的同时，应将其对投保人的权益以及根据相关合

同拥有的权益转让给保险人，保险人有权向投保人进行追偿。被保险人应当向保险人提供必要的文件及协助。

第三十一条 保险人受理报案、向被保险人提供建议等行为，均不构成保险人对赔偿责任的承诺。

第三十二条 被保险人向保险人请求赔偿的诉讼时效期间为二年，自其知道或者应当知道保险事故发生之日起计算。

争议处理和法律适用

第三十三条 因履行本保险合同发生的争议，由当事人协商解决。协商不成的，提交保险合同载明的仲裁机构仲裁；保险合同未载明仲裁机构并且争议发生后双方就仲裁机构未达成补充协议的，当事人均有权向人民法院起诉。

第三十四条 与本保险合同有关的以及履行本保险合同产生的一切争议，适用中华人民共和国法律（不包括港澳台地区法律）。

其他

第三十五条 保险责任开始前，投保人要求解除保险合同的，应当经被保险人同意，并向保险人支付相当于保险费 5% 的退保手续费，保险人应当退还剩余部分保险费。

第三十六条 本保险合同生效后，未经被保险人书面同意，投保人不得解除本保险合同。在保险期间内，如果投保人和被保险人书面一致同意要求解除保险合同的，保险人可以解除本保险合同，但不退还保险费。

释义

【投标人】指响应招标、参加投标竞争的法人或者其他组织。

【招标人】指依法提出招标项目、进行招标的法人或者其他组织。

【投标有效期】指为保证招标人有足够的时间在开标后完成评标、定标、合同签订等工作而要求投标人提交的投标文件在一定时间内保持有效的期限，该期限由招标人在招标文件中载明，从提交投标文件的截止之日起算。

【投标保证金】指在招标投标活动中，投标人随投标文件一同递交给招标人的一定形式、一定金额的投标责任担保。

【履约保证金】指在招标投标活动中，招标人为督促中标人履行合同，在招标文件中要求中标人以适当的格式或金额采用现金、支票、履约担保书或银行保函形式提供的担保。

5.3、投标单位开户许可证



5.4、保费转账凭证

<div><div> 中国銀行 BANK OF CHINA</div><div>国内支付业务付款回单</div></div>	
客户号: 0247044834 日期: 2025年06月10日	
付款人账号: 765357955823	收款人账号: 4000023719200202544
付款人名称: 深圳昌源智能股份有限公司	收款人名称: 浙商财产保险股份有限公司深圳分公司
付款人开户行: 中国银行深圳中银花园支行	收款人开户行: 中国工商银行
金额: CNY250.00 人民币贰佰伍拾元整	
报文种类: ibps.101-网银贷记业务报文	收支申报号:
业务类型: C200-汇兑	业务编号: OBSS002851160261GIRO000000000000
业务标识号: 1041000000042025061145086167	接收行行号: 102100099996
发起行行号: 17735	接收行名称: 中国工商银行
发起行名称: 中国银行深圳中银花园支行	扣账账号:
扣账账号:	扣账户名:
用途: 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	
附言: 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	
<div>如您已通过银行网点取得相应纸质回单, 请注意核对, 勿重复记账!</div> <div><div>中国银行股份有限公司</div><div>电子回单专用章</div></div>	
交易机构: 17735	交易渠道: 网上银行
交易流水号: 165622065-790	经办:
回单编号: 0314155730472882	回单验证码: 22BU6VQUG5VL
打印时间: 2025/06/10	打印次数: 1 次

第六章 其他

6.1、法定代表人身份证明书

法定代表人身份证明书

受邀请投标人名称：深圳昌恩智能股份有限公司

单位性质：非上市股份有限公司

地址：深圳市盐田区海山街道沙头角深盐路南保发大厦第五层 H1

成立时间：1998 年 5 月 22 日

经营期限：永久经营

姓名：刘恩元 性别：男 年龄：59 岁 职务：总经理 系 深圳昌恩智能股份有限公司（受邀请投标人名称）的法定代表人。

特此证明。

投 标 人：深圳昌恩智能股份有限公司（盖单位章）

法定代表人或其委托代理人：刘恩元（盖章）

2025 年 6 月 24 日

注：法定代表人身份证明书后面须附法定代表人身份证复印件。

证件扫描件正面	证件扫描件反面
	

6.2、法定代表人授权委托书

法定代表人授权委托书

深圳地铁置业集团有限公司（招标人名称）：

本授权委托书宣告：我刘恩元（法定人代表姓名）系深圳昌恩智能股份有限公司（受邀请投标人名称）的法定代表人，现授权委托庄振城（代理人姓名）为我单位代理人，参加深圳地铁置业集团有限公司（招标人）的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 屏的投标活动，代理人在开标、评审过程中所签署的一切文件和处理与之有关的一切事务我均予以承认。

代理人无转委托。特此委托。

受邀请投标人：深圳昌恩智能股份有限公司（盖章）

法定代表人：刘恩元（签字或盖章）

法定代表人身份证号码：362501196601060653

被授权代理人：庄振城（签字）



被授权代理人身份证号码：441522198507154776

日 期：2025 年 6 月 24 日

注：后附法定代表人授权委托书委托代理人身份证复印件。

证件扫描件正面	证件扫描件反面
 <p>中华人民共和国居民身份证</p> <p>签发机关 深圳市公安局宝安分局</p> <p>有效期限 2016.07.29-2036.07.29</p>	 <p>姓名 庄振城</p> <p>性别 男 民族 汉</p> <p>出生 1985 年 7 月 15 日</p> <p>住址 广东省深圳市宝安区翻身路洪福雅苑福康阁601</p> <p>公民身份号码 441522198507154776</p>

第七章 项目经理资格要求

		使用有效期: 2025年04月11日 2025年10月08日
<h2>中华人民共和国一级建造师注册证书</h2>		
姓 名: 徐贺灿		
性 别: 男		
出生日期: 1991年07月02日		
注册编号: 粤1442020202102401		
聘用企业: 深圳昌恩智能股份有限公司		
注册专业: 机电工程(有效期: 2024-05-10至2027-05-09)		
		
请登录中国建造师网 微信公众号扫一扫查询	个人签名: 徐贺灿 签名日期: 2025.4.10	中华人民共和国住房和城乡建设部 行政审批专用章 签发日期: 2024年05月10日

建筑施工企业项目负责人 安全生产考核合格证书

编号:粤建安B(2021)0105483

姓 名: 徐贺灿

性 别: 男

出 生 年 月: 1991年07月02日

企 业 名 称: 深圳昌恩智能股份有限公司

职 务: 项目负责人(项目经理)

初次领证日期: 2021年07月29日

有 效 期: 2024年05月16日 至 2027年07月28日



发证机关: 广东省住房和城乡建设厅

发证日期: 2024年05月16日



中华人民共和国住房和城乡建设部 监制