



936 townhouses/Townhouses at “Morocco”  
Cluster at “Damac Lagoons” Master  
Development Hessa Street, Dubai, United Arab  
Emirates

达玛克水晶湖别墅项目

**MATERIALS PURCHASE  
CONTRACT**

**物资采购合同**

CONTRACT NO. CC7-DL-PU-2025-1118-02

合同编号：CC7-DL-PU-2025-1118-02

BETWEEN

缔约双方

Analog FZE LLC  
【Supplier】

Analog FZE LLC  
【供应商】

AND

和

CHINA NATIONAL CHEMICAL  
ENGINEERING & CONSTRUCTION  
CORPORATION SEVEN MIDDLE EAST  
L.L.C  
【Buyer】

中国化学工程第七建设有限公司  
中东公司  
【买方】

DATE OF SIGNING: \_\_\_\_\_

签署日期：\_\_\_\_\_年 \_\_\_\_\_月 \_\_\_\_\_日



# 中国化学工程第七建设有限公司中东公司

## China National Chemical Engineering & Construction Corporation Seven Middle East L.L.C

### INTRODUCTION

This Materials Purchase Contract (hereinafter the “Contract”) is signed by and between the following parties:

**Analog FZE LLC** hereinafter referred to as the “seller”), incorporated under the laws of [United Arab Emirates], Commercial License No. [4413430.01], TRN NO. [104902838200003], with its office located at Sharjah Free Zone, Sharjah -U.A.E.

### 引言

本材料采购合同（以下简称“合同”）由以下双方签署：

**Analog FZE LLC**（以下简称“卖方”），根据[阿拉伯联合酋长国]法律注册成立，营业执照号为【4413430.01】，增值税号为【104902838200003】办事处位于 Sharjah Free Zone, Sharjah -U.A.E.

### AND

**China National Chemical Engineering & Construction Corporation Seven Middle East L.L.C** (hereinafter referred to as the “Buyer”), an organization established under the laws of [United Arab Emirates], Commercial License No. [ 898436], with its office located at Office 1501, 1601, Mashreq Bank Group HQ Building, Burj Khalifa, Dubai, U.A.E.

The Parties to this Contract shall be referred to individually as a “Party” and collectively as the “Parties”.

**WHEREAS** the Buyer hereby agrees to buy and the seller agrees to sell the undermentioned materials according to the terms and conditions of this Contract.

It is agreed as follows:

### 和

**中国化学工程第七建设有限公司中东公司**（以下简称“买方”），一个根据[阿拉伯联合酋长国]法律成立的组织，营业执照号【898436】，办事处位于阿联酋，迪拜，哈利法塔，迈什雷克银行集团总部大楼，1501 室、1601 室。

本合同的各方单独称为“一方”，合称为“双方”。

**鉴于**，买卖双方均同意按照本合同条款由买方购进、卖方销售合同所列材料。

双方就以下条款达成一致意见：

### 1. SCOPE OF SUPPLYING

1.1 The seller agrees to supply the following materials (“the Materials”) and necessary auxiliary material with the following prices as per the terms and conditions stipulated in this Contract:

### 1. 供应范围

1.1 卖方同意按照本合同中规定的价格及所有条款和条件，提供以下材料（“材料”）及必要辅材：

Sr. No. 序号	Material Description 材料描述	Unit 单位	Qty 数量	Unit Price 单价 (AED)	Total Price 总价
1	Single Pole Alum Straight Ladders (Heavy Duty) Steps: 21 Step - Length: 6.0M, Width: 0.38M	Nos	50	178.50	8,925.00
Sub-total 小计				AED	8,925.00
Amount of Tax 税额				AED	446.25
Discount/Adjustment 折扣/调整				AED	-
Total Price 合计				AED	9,371.25

1.2 The Scope of Supplying stated in this Contract includes, but not limited to: supplying, loading and unloading, transportation, insurance, all required warranties and delivery to the delivery point and arrange professional guidance for use.

1.2 本合同中规定的价款对应的供应范围包括但不限于：供应、装载、运输、保险、所需的所有保修，并送货至交货点以及安排专业人员进行使用指导。

### 2. CONTRACT AMOUNT

2.1 The total estimated Contract Price, excluding VAT, is: AED 9,371.25 (in words: Nine Thousand Three Hundred Seventy-One United Arab

### 2. 合同价款

2.1 合同暂定总价为：阿联酋迪拉姆 9,371.25（中文大写：捌仟玖佰贰拾伍整）



Emirates Dirhams.) (The settlement shall be based on the actual quantity of purchased products calculated by the supply list signed and confirmed by the buyer's representative).

2.2 The prices of the Materials include, but are not limited to:

- Cost of the Materials and necessary auxiliary material;
- Its certification;
- Packaging of the Materials, ensuring its proper transportation and storage, labeling;
- The cost of Intellectual Property Rights to be transferred to the Buyer;
- Invoices, certificates of conformity, quality certificates and other documentations;
- seller's warranty obligations;
- Transportation costs for delivering the Materials to the destination; and
- Other expenses of the seller until the Materials are transferred to the Buyer at the destination.

In addition to the above amounts, the Total Amount of the Materials includes other expenses specified in this Contract as paid by the seller.

2.3 All prices and rates mentioned in this Contract include all applicable taxes, except for Value-Added Tax ("VAT"). The Buyer shall pay the VAT upon receipt of a valid tax invoice provided by the seller.

2.4 The invoice/invoices provided by the seller should be based on the delivery note signed with the Buyer.

(结算时根据经采购方代表签字确认的供货单计算的实际采购产品数量调整, 按实际供货结算)。

2.2 本合同中的材料价格包括但不限于:

- 材料及必要辅材的成本;
- 其认证费用;
- 材料的包装, 以确保其正常运输和储存, 以及标签;
- 发票、合格证、质量证明等文件;
- 卖方的质保义务;
- 将材料运送至目的地的运输费用;
- 材料在目的地交付买方之前的其他卖方费用。

除上述金额外, 材料的总成本应包括本合同中规定的应由卖方支付的其他费用。

2.3 本合同中提及的所有价格和费率均包含除增值税 (VAT) 以外的所有适用税费。买方应在收到卖方提供的有效税务发票后支付增值税。

2.4 卖方提供的发票应基于与买方签署的交货单来开具。

### 3. QUALITY STANDARDS

3.1 The Materials shall comply with applicable Construction Industry Standards and shall conform to all relevant UAE laws and regulations

3.2 Special Technical Requirements: [ / ].

3.3 The seller represents and warrants that all Materials provided under this Agreement are new, free from refurbishment, and devoid of any defects, including but not limited to those arising from manufacturing flaws, substandard performance, or inferior quality materials. Such warranty shall apply irrespective of whether the defect arises due to actions, omissions, or circumstances attributable to the seller, its sub-sellers, or any third parties engaged in the supply chain.

3.4 The seller expressly warrants that all materials supplied under this Contract shall strictly conform to the specifications, samples, and quality standards provided by the seller or as stipulated by the Buyer. In the event that the delivered materials fail to meet the requisite quality standards, do not adhere to the terms set forth in the Contract and/or the seller's Quotation, or are found non-compliant with applicable governmental regulations and specifications, the Buyer reserves the right to reject such materials. The seller shall, at its sole cost and expense, retrieve the rejected materials within three (3) working days from the date of the Buyer's written notice. No payment shall be due or payable to the seller for any rejected materials

### 3.质量标准

3.1 本产品执行建筑行业标准, 并应符合阿联酋相关法律法规的规定。

3.2 特殊的技术要求为: 【 / 】

3.3 卖方声明并保证, 根据本协议提供的所有材料均为全新、未经翻新且无任何缺陷, 包括但不限于因制造缺陷、性能不合格或材料质量低劣而导致的缺陷。无论缺陷是因卖方、其下级卖方或供应链中任何第三方的行为、疏忽或情况而导致, 此类保证均适用。

3.4 卖方明确保证, 根据本合同供应的所有材料均严格符合卖方提供的或买方规定的规格、样品和质量标准。如果交付的材料不符合必要的质量标准、不符合合同和/或卖方报价单中规定的条款, 或被发现不符合适用的政府法规和标准, 买方保留拒绝此类材料的权利。卖方应在买方书面通知之日起三 (3) 个工作日内自行承担费用和开支取回被拒绝的材料。对于任何被拒绝的材料, 买方无需支付任何款项。



3.5 The Warranty Period for the Materials is [ / ] months or the compulsory warranty period stipulated by laws and regulations, whichever is longer, commencing from the date the Buyer accepts the Materials as meeting the stipulated quality standards. During this period, the seller shall be responsible for all necessary repairs, replacements, and any other warranty obligations at no additional cost to the Buyer.

3.6 During the Warranty Period, all work to replace and/or repair the defective Materials and/or its parts (parts) is carried out by and at the expense of the seller. All equipment and tools necessary for replacement and/or repair of defective Materials and/or its parts are provided at the expense of seller. If the seller refuses to repair or is unable to repair, the buyer has the right to repair by self or arrange the third party to repair and deduct it from the payable payment.

3.7 In the event that any substantial defects in the Materials ("Substantial Defects") are identified, the Buyer shall have the right to demand that the seller promptly, and without undue delay, remedy or replace the defective Product. Furthermore, the Buyer reserves the right, at its sole discretion, to rectify such deficiencies either independently or through third-party engagement, with all associated costs and expenses to be borne exclusively by the seller.

3.5 材料的质量保证期为【 / 】个月或法律、法规规定的强制质保期，二者孰长为准，以材料质量经买方验收合格之日起计算。在保证期间，卖方应承担免费维修、更换等质量保修责任。

3.6 在质保期内，所有更换和/或修理瑕疵材料和/或其部件（细节）的工作均由卖方的人员进行，费用由卖方承担。更换和/或修理瑕疵材料和/或其部件所需的所有设备和工具应由卖方提供，费用由卖方承担。如卖方拒不维修或无法维修的，买方有权自行安排维修并从应付款中扣除。

3.7 如果发现材料存在任何重大缺陷（“重大缺陷”），买方有权要求卖方立即、无不当拖延地修复或更换有缺陷的产品。此外，买方保留自行决定独立或通过第三方参与纠正此类缺陷的权利，所有相关成本和费用由卖方独自承担。

#### 4. MATERIALS DELIVERY

4.1 The seller shall deliver the Materials to the agreed delivery point at the specified time according to the relevant provisions specified in the Contract, unload them safely, and deliver them to the Buyer. The seller shall bear all costs related to the place of departure, transshipment, loading, transportation, and related expenses.

4.2 The Delivery Date shall in principle be based on the Demand Schedule provided by the buyer. The seller shall ensure the timely and complete delivery of the requisite materials to the designated construction site without undue delay, in strict compliance with the agreed-upon timeline.

4.3 Delivery Point: DAMAC Lagoon Morocco 1 & 2 Townhouse Project. The specific point of delivery within the project site shall be determined based on instructions provided by the authorized representative of the Buyer, or be determined by the additional agreement signed by both parties.

4.4 The seller shall bear sole and exclusive responsibility for any damage, loss, or deterioration of the Materials prior to their delivery and formal acceptance by the Buyer. Risk of loss shall remain with the seller until such time as the Buyer has expressly accepted the Materials.

4.5 The seller shall notify the buyer 24 hours in advance of the arrival time of the goods if the seller delivers the goods or the seller delivers the goods on behalf of the seller, so that the buyer can arrange for the

#### 4. 材料交付

4.1 卖方应根据合同相关规定在指定时间将材料运至约定的交货地点并安全卸下，交付给买方，起运地点和中途转运的装卸车、运输及相关费用均由卖方承担。

4.2 交货日期原则上以买方提供的需求计划时间为准。卖方应确保及时、完整地将所需材料交付到指定的施工现场，严格遵守商定的时间表，不得无故拖延。

4.3 交货地点：达玛克水晶湖联排别墅项目。具体交货点应根据买方指定代表的指示确定，或双方另行签署增补协议确定。

4.4 卖方应承担在材料交付并由买方正式接受之前发生的任何损坏、丢失或变质的唯一责任。在买方明确接受材料之前，损失风险仍由卖方承担。

4.5 卖方送货或卖方代运方式交货的，卖方应提前 24 小时通知买方货物到场时间，以便买方安排相关人员进行验收，买



acceptance of the relevant personnel, the buyer shall designate the person who accepts the acceptance: masroor, contact telephone number: +971 55 174 1275, e-mail: abbas.m@cc7.cn, and acceptance other than the designation of such a person is considered to be invalid.

Upon delivery of the Materials, both Parties shall, within three (3) calendar days, conduct a joint inspection to verify the appearance and quantity of the Materials delivered at the designated site. Upon completion of such inspection, both Parties shall execute a Delivery Note, with each Party retaining a counterpart thereof. The execution of the Delivery Note shall serve solely as an acknowledgment of the quantity of Materials received and shall not be construed as acceptance, endorsement, or waiver of any claims regarding the quality, conformity, or fitness for purpose of the Materials.

4.6 In the event of any discrepancies in quantity or any visible damage to the Materials, the seller shall, at its sole cost and expense, promptly replace the non-compliant Materials or arrange for their retrieval. Should the seller's designated representative be unable to attend the inspection within the agreed-upon timeframe, the Buyer, upon providing prior written notice to the seller, shall have the right to conduct the inspection independently. Any deficiencies, shortages, or damages identified during such independent inspection shall be deemed acknowledged by the seller, who shall bear full responsibility for remedying the issue, including, but not limited to, the provision of replacements or financial compensation.

In the event that the delivery of the Materials fails to conform to the agreed-upon specifications in terms of quality, quantity, completeness, or other deficiencies, the Buyer shall have the right, at its sole discretion, to demand from the seller any of the following remedies:

- proportionate reduction in cost;
- additional delivery/replenishment of the Materials on time or replacement;
- Remediation of deficiencies at no cost within the stipulated timeframe;

方指定验收人: masroor, 联系电话: +971 55 174 1275, 邮箱: abbas.m@cc7.cn, 除该指定人外的验收均视为无效。

材料交付后, 双方应在三 (3) 个日历日内, 在指定地点进行联合检查, 以核实交付材料的外观和数量。完成此类检查后, 双方应签署交货单, 双方各保留一份副本。交货单的签署仅作为对收到的材料数量的确认, 不应被视为接受、认可或放弃有关材料质量、一致性或适用性的任何索赔。

4.6 如果材料数量存在任何差异或有任何明显损坏, 卖方应自行承担费用和开支, 立即更换不合规材料或安排回收。如果卖方的指定代表无法在约定的时间内参加检查, 买方在事先向卖方提供书面通知后, 有权独立进行检查。在独立检查期间发现的任何缺陷、短缺或损坏均应视为卖方已确认, 卖方应承担解决问题的全部责任, 包括但不限于提供替代品或经济补偿。

如果交付的材料在质量、数量、完整性或其他缺陷方面不符合约定的规格, 买方有权自行决定要求卖方采取以下任何补救措施:

- 相应降价
- 在规定期限内额外交付/补充材料或更换材料;
- 在规定期限内免费消除瑕疵;

## 5. RIGHTS AND OBLIGATIONS OF BOTH PARTIES

### 5.1 Buyer's Rights and Obligations

(1) During the performance of this Contract, the Buyer shall have the right to issue a written notice to the seller requesting modifications to the delivery location, schedule, method, quantity, and technical specifications of the Materials, as well as any related services provided by the seller.

(2) The Buyer shall make the payment to the seller for approved materials according terms and conditions specified in this Contract.

### 5.2 seller's Rights and Obligations

## 5. 双方权利义务

### 5.1 买方权利义务

(1) 在本合同履行过程中, 买方有权以书面形式通知卖方, 要求变更材料的交付地点、交付时间、交付方式、数量、技术规格以及卖方提供的任何相关服务。

(2) 买方应该根据本合同条款条件向卖方支付验收通过的材料的价格。

### 5.2 卖方权利义务



# 中国化学工程第七建设有限公司中东公司

## China National Chemical Engineering & Construction Corporation Seven Middle East L.L.C

(1) The models, trademarks, manufacturers, etc., of the products provided by the seller must comply with the provisions of this Contract. If there are samples, the quality of the supplied products must be consistent with the confirmed sample quality.

(2) The seller expressly represents and warrants that all Materials supplied hereunder shall conform to the agreed-upon quality standards and shall be free from any counterfeit, nonconforming, or substandard components. The seller further covenants that any noncompliant Materials shall be strictly prohibited from being delivered to or utilized at the construction site.

(3) The seller shall furnish quality certification documentation evidencing the Materials' compliance with all applicable standards, specifications, and regulatory requirements at the time of delivery.

(4) The seller represents and warrants that it possesses full legal title to the Materials, free and clear of any liens, encumbrances, or security interests, and that the Materials do not infringe upon any third-party intellectual property rights, including but not limited to patents, copyrights, trademarks, or trade secrets. The seller shall indemnify, defend, and hold harmless the Buyer from and against any and all direct and indirect losses, liabilities, claims, damages, costs, and expenses.

(5) The seller shall procure and maintain, at its sole cost and expense, adequate property insurance, personal insurance, and third-party liability insurance covering all machinery and transportation equipment utilized in the performance of this Contract. Furthermore, upon entry of the seller's vehicles into the construction site, the seller shall fully comply with the directives, scheduling, and logistical arrangements established by the Buyer's designated site supervisor, ensuring that all unloading activities are conducted strictly at the designated location.

(6) The seller shall ensure that all supplied Materials and their packaging strictly comply with all applicable environmental, occupational health, and safety regulations. The seller assumes full liability for any environmental damage or harm to personnel arising from the Materials, their packaging, or transportation. Furthermore, the seller shall be solely responsible for ensuring the safe transport of the Materials and shall bear full liability for any accidents, penalties, or legal consequences resulting from vehicle overload, excessive speed, or any other transportation-related violations.

(7) The seller shall ensure that all issued VAT invoices comply with applicable laws, regulations, and the requirements of the relevant tax authorities, maintaining their validity, completeness, and accuracy. The seller shall bear full responsibility for any liabilities, penalties, or losses arising from the issuance of VAT invoices that are non-compliant, inaccurate, incomplete, or fraudulent. In the event that the Buyer incurs any losses due to the seller's failure to issue VAT invoices in accordance with regulatory requirements, the seller shall indemnify the Buyer for all

(1) 卖方提供产品的型号、商标、生产厂家等应当符合本合同约定。产品有样品的，供货产品的质量必须与确认过样品的质量一致。

(2) 卖方明确表示并保证，根据本协议供应的所有材料均符合约定的质量标准，且不含任何假冒、不合格或不合格的组件。卖方进一步承诺，任何不合格的材料均不得运送到施工现场或在施工现场使用。

(3) 卖方应提供质量认证文件，证明材料在交货时符合所有适用的标准、规格和监管要求。

(4) 卖方声明并保证其对材料拥有完全合法所有权，且不存在任何留置权、抵押权或担保权益，并且材料不侵犯任何第三方知识产权，包括但不限于专利、版权、商标或商业秘密。卖方应赔偿、辩护并使买方免受任何直接和间接损失、责任、索赔、损害、成本和费用的损害。

(5) 卖方应自行承担为履行本合同所使用的所有机械和运输设备购买并维持足够的财产保险、人身保险和第三方责任保险的所有费用和开支。此外，卖方车辆进入施工现场后，卖方应完全遵守买方指定现场主管制定的指令、时间安排和后勤安排，确保所有卸货活动均严格在指定地点进行。

(6) 卖方应确保所有供应的材料及其包装严格遵守所有适用的环境、职业健康和安全法规。卖方对因材料、其包装或运输而造成的任何环境损害或人员伤亡承担全部责任。此外，卖方应全权负责确保材料的安全运输，并对因车辆超载、超速或任何其他与运输相关的违规行为而导致的任何事故、处罚或法律后果承担全部责任。

(7) 卖方应确保所有开具的增值税发票符合适用法律、法规和相关税务机关的要求，保持其有效性、完整性和准确性。卖方应对因开具不合规、不准确、不完整或欺诈性的增值税发票而产生的任何责任、罚款或损失承担全部责任。如果由于卖方未能按照监管要求开具增值税发票而导致买方遭受任何损失，卖方应赔偿买方因此造成的所有损失，并有义务开具合法合规的增值税发票，不得免除。





# 中国化学工程第七建设有限公司中东公司

## China National Chemical Engineering & Construction Corporation Seven Middle East L.L.C

resulting damages and shall remain obligated to issue legally compliant VAT invoices without exemption.

### 6. PAYMENT TERMS

6.1 Within (10) calendar days following the delivery and inspection of the Materials by the Buyer, the seller shall submit its invoice for processing, accompanied by this Contract, the product delivery note. The seller shall be entitled to apply for payment in accordance with Clause 6.2, subject to the Buyer's review and confirmation of the invoiced amount.

The Buyer's invoice information is as follows:

**Tax Registration Number:** 100491543300003

**Legal Name of Entity :** CHINA NATIONAL CHEMICAL ENGINEERING & CONSTRUCTION CORPORATION SEVEN MIDDLE EAST L.L.C

**The Registered Address:** Office 1501, 1601, Mashreq Bank Group HQ Building, Burj Khalifa, Dubai, U.A.E.

6.2 The Buyer shall remit payment for the Materials in accordance with the following terms: Within PDC thirty (30) calendar days from the date on which the Buyer completes the review and formally accepts the invoice amount.

6.3 Prior to the issuance of a tax invoice, the seller shall coordinate with the Buyer to finalize the invoice details. A tax invoice may only be issued subsequent to (material delivery) full settlement of the corresponding invoice. In the event that the seller issues a tax invoice and demands payment from the Buyer without mutual confirmation of the invoiced amount by both Parties, the Buyer shall have the right to withhold payment. Furthermore, any and all tax-related liabilities, including but not limited to penalties, interest, and regulatory non-compliance, arising from such unilateral issuance shall be borne exclusively by the seller.

6.4 The tax invoices issued by the seller shall be duly declared to the UAE Tax Authority, including but not limited to Value Added Tax (VAT). Should any issues with the seller's invoices result in tax-related complications for the Buyer, the Buyer reserves the right to suspend payments and deduct the relevant costs from the progress payment.

6.5 seller's Bank details: The following bank details are designated for all payments under this contract. Any changes to these details must be mutually agreed upon by both parties in written:

**Bank Name:** EMIRATES NBD

**Bank Address:** DUBAI - UAE

**Account Number:** 101 5892 4743 01

**Account Name:** ANALOG FZE LLC

**IBAN Number:** AE34 0260 0010 1589 2474 301

### 6.付款条件

6.1 材料交付并在买方完成检验后十(10)个日历日内, 卖方应提交发票, 连同本合同、产品交货单。在买方审核并确认发票金额后, 卖方有权根据第 6.2 条申请付款。

买方发票信息如下:

**税号:** 100491543300003

**企业名称:** 中国化学工程第七建设有限公司中东公司

**注册地址:** 阿联酋, 迪拜, 哈利法塔, 迈什雷克银行集团总部大楼, 1501 室、1601 室。

6.2 买方应根据以下条款支付材料款: 自买方完成审查并正式接受发票金额之日起九十 PDC (30) 个日历日内。

6.3 在开具税务发票之前, 卖方应与买方协调, 确定发票细节。只有在相应发票全部结清后, 才能开具税务发票。如果卖方在双方未相互确认发票金额的情况下开具税务发票并要求买方付款, 买方有权拒绝付款。此外, 由此类单方面开具发票而产生的任何及所有税务相关责任(包括但不限于罚款、利息和监管不合规)应由卖方独自承担。

6.4 卖方开具的税务发票应依法向阿联酋税务局申报, 包括但不限于增值税(VAT)和所得税。如因卖方发票问题导致买方产生税务相关的复杂情况, 买方有权暂停付款并从进度款中扣除相关费用。

6.5 卖方银行账户信息: 以下银行账户信息为本合同项下所有付款的指定账户。任何对此信息的变更, 须经双方书面同意。

**银行名称:** EMIRATES NBD

**银行地址:** DUBAI - UAE

**账号:** 101 5892 4743 01

**账户名称:** ANALOG FZE LLC

**IBAN 号码:** AE34 0260 0010 1589 2474 301



## 7. TERMINATION OF THE CONTRACT

7.1 This Contract shall automatically terminate upon the full performance of all obligations by both parties, including but not limited to the delivery, inspection, payment, and any related services under this Contract. Upon termination, neither party shall be required to perform any further obligations, unless otherwise specified in the Contract regarding ongoing responsibilities or warranty provisions. The termination of the Contract shall not affect the enforcement of any rights or obligations that have arisen prior to the termination of the Contract.

7.2 The Buyer shall have the unilateral right to terminate this Contract, in whole or in part, by providing written notice specifying the effective date of termination, in the event of any of the following:

- Failure of the seller to comply with Clause 4.2 of this Contract concerning the delivery timelines for the Materials;
- Breach by the seller of Clause 3 of this Contract regarding Quality Standards;
- The seller's bankruptcy, insolvency, or initiation of any insolvency proceedings;
- Liquidation or dissolution of the seller;
- Breach of any warranties, representations, or contractual obligations set forth in this Contract and its annexes by the seller;
- Indications of financial instability or impending insolvency of the seller;
- Assignment of assets to creditors or the execution of any arrangement with creditors;
- Any other material breach of this Contract by the seller;
- Any additional grounds for termination as stipulated in this Contract.

The Buyer's right to terminate shall be exercised in accordance with the procedures and conditions prescribed herein.

7.3 The Parties may terminate this Contract at any time by mutual written agreement.

7.4 In the event of early termination of this Contract, the Parties shall, within thirty (30) calendar days, reconcile all outstanding accounts and effectuate a final settlement. Such settlement shall duly account for any losses incurred as a result of non-performance, improper performance, or termination of the Contract.

## 7. 合同终止

7.1 在双方完全履行本合同项下的所有义务，包括但不限于货物的交付、验收、付款及相关服务等，本合同将自动终止，且双方无须再履行任何其他义务，除非合同中另有规定的后续责任或保修条款。合同终止不影响任何一方在合同终止前已经发生的权利和义务的执行或追究。

7.2 发生以下任何情况时，买方有权单方面终止本合同，全部或部分，并发出书面通知，指定终止的生效日期：

- 卖方未能遵守本合同第 4.2 条有关材料交付期限的规定；
- 卖方违反本合同第 3 条有关质量标准的规定；
- 卖方破产、无力偿债或启动任何破产程序；
- 卖方清算或解散；
- 卖方违反本合同及其附件中规定的任何保证、声明或合同义务；
- 卖方出现财务不稳定或即将破产的迹象；
- 向债权人转让资产或与债权人执行任何安排；
- 卖方违反本合同的任何其他重大行为；
- 本合同规定的任何其他终止理由。

买方的终止权应按照本协议规定的程序和条件行使。

7.3 双方可通过一致的书面同意随时终止本合同。

7.4 若本合同提前终止，双方应在三十 (30) 个日历日内核对所有未结款项并达成最终结算。该结算应充分考虑因不履行、不当履行或终止本合同而产生的任何损失。

## 8. DISPUTES RESOLUTION

8.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of UAE.

8.2 In the event that a dispute arises between the Parties they shall first make all reasonable endeavors to negotiate a settlement of the dispute by

## 8. 争议解决

8.1 本协议及其引起的或与之相关的任何争议或索赔应受阿联酋法律管辖并按照其解释。

8.2 如果双方之间发生争议，它们应首先在争议发生后 14 (十四) 个日历日内尽一切合理努力通过双方高层管理人员协商解决争议。





the top management of the Parties within 14 (fourteen) calendar days of the dispute arising.

8.3 In the event that a dispute arising under or in connection with this Agreement cannot be resolved through amicable negotiations or executive-level discussions between the Parties, the matter shall be referred to the Dubai court for final resolution.

8.3 如果本协议项下产生的或与本协议有关的争议无法通过双方友好协商或行政层面的讨论解决，则应将该事项提交迪拜法院进行最终解决。

#### 9. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of all documents, including but not limited to the Works, and shall not disclose, disseminate, or otherwise make available any information related thereto without the prior written consent of the other Party. This obligation extends to each Party's employees, agents, contractors, and representatives. The confidentiality obligations set forth in this Clause shall survive the expiration or termination of this Contract, regardless of the reason for such termination.

#### 9. 遵守保密规定

双方同意对所有文件（包括但不限于作品）保密，未经另一方事先书面同意，不得披露、传播或以其他方式提供与作品相关的任何信息。此义务适用于双方的雇员、代理、承包商和代表。本条款规定的保密义务在本合同期满或终止后继续有效，无论终止的原因为何。

#### 10. ANTI-BRIBERY

10.1 No director, officer, agent, employee, representative, or affiliate of the seller shall, directly or indirectly, offer, promise, authorize, or provide any payment, transfer of value, gift, donation, rebate, or other pecuniary or non-pecuniary advantage to any director, officer, agent, employee, representative, or affiliate of the Buyer, where such action has the purpose, intent, or effect of constituting commercial bribery, or could reasonably be expected to do so, in order to improperly influence any act, decision, or business transaction of the Buyer for the benefit of the seller, including but not limited to obtaining, securing, or retaining any business, payment, or other undue advantage.

10.2 Any individual who has reasonable grounds to suspect, or has directly witnessed, misconduct—including but not limited to bribery—or who has been solicited, induced, or coerced into offering or facilitating a bribe to the Buyer, shall have an affirmative duty to promptly report such matters to a designated member of the Independent Investigation Team, as specified below:

Name: General Management Department

Email: cc7me@cc7.cn

Contact No.: +971 4 323 6777

In the event it is determined that any representative, agent, or employee of the seller has engaged in or attempted to engage in bribery of the Buyer, and the seller has failed to report such misconduct to the Independent Investigation Team within seven (7) calendar days from the

#### 10. 反贿赂

10.1 卖方的任何董事、高管、代理人、雇员、代表或关联公司不得直接或间接地向买方的任何董事、高管、代理人、雇员、代表或关联公司提供、承诺、授权或提供任何付款、价值转移、礼物、捐赠、回扣或其他金钱或非金钱好处，如果此类行为的目的、意图或效果构成商业贿赂，或可以合理地预期会产生此种效果，以便为卖方的利益不正当地影响买方的任何行为、决定或商业交易，包括但不限于获取、确保或保留任何业务、付款或其他不正当好处。

10.2 任何个人如果有合理理由怀疑或直接目睹不当行为（包括但不限于贿赂），或被索要、诱导或胁迫向买方提供或协助贿赂，则有义务及时向独立调查小组指定成员报告此类事项，具体如下：

姓名：综合管理部

邮箱：cc7me@cc7.cn

电话：+971 4 323 6777

如果经确定，卖方的任何代表、代理或雇员从事或试图从事对买方的贿赂，而卖方未在其知道或合理地应该知道发生该等不当行为之日起七(7)个日历日内向独立调查组报告该等不当行为，则买方应有权立即终止本合同。此外，对于因该



# 中国化学工程第七建设有限公司中东公司

## China National Chemical Engineering & Construction Corporation Seven Middle East L.L.C

date the seller knew or reasonably should have known of the occurrence, the Buyer shall have the immediate right to terminate this Contract. Furthermore, the seller shall fully indemnify, defend, and hold harmless the Buyer against any and all losses, costs, expenses, damages, and liabilities of any nature whatsoever arising from or in connection with such termination.

等终止而产生或与该等终止有关的任何性质的任何损失、成本、费用、损害赔偿和责任，卖方应向买方提供充分的赔偿、辩护并使其免受损害。

### 11. MISCELLANEOUS

11.1 This Contract shall come into force upon signature by both Parties, and the validity period of the contract is one years, If the contract is not terminated in accordance with the provisions of Clause 8 of the contract upon the expiration of the validity period, it shall be deemed that the validity period of the contract is extended for one year. The terms of this Contract apply only to the relations and obligations of the Parties that arise after the conclusion of the Contract. Upon execution of this Contract, all prior written and oral agreements, negotiations, and correspondence between the Parties related to the subject matter of this Contract shall be deemed null and void.

11.2 This Contract may be amended or supplemented by the Parties during the period of its validity by concluding an additional agreement signed by the authorized representatives of the Parties.

11.3 The Buyer shall have the unrestricted right to assign its rights under this Contract to any third party at its sole discretion. The seller may assign its rights and obligations under this Contract only with the prior written consent of the Buyer. Any assignment by the seller made without such consent shall render the seller liable to the Buyer for an amount equal to thirty percent (30%) of the total Contract value, in addition to the full cost incurred by the Buyer in enforcing its rights arising from such unauthorized assignment.

11.4 This Contract is executed in both English and Chinese, with two counterparts of equal legal force, one retained by each Party. In the event of any inconsistency or discrepancy between the two language versions, the English version shall govern and take precedence.

### 11.其他条款和条件

11.1 本合同自双方签署之日起生效，合同有效期为1年，若有效期满未按照合同条款8的规定终止合同，认定为合同有效期延期一年。本合同的条款仅适用于合同签订后双方产生的关系和义务。合同签署后，双方之前与本合同标的相关的所有书面和口头协议、谈判和通信均被视为无效。

11.2 在本合同有效期内，双方可通过签署由双方授权代表签署的补充协议对本合同进行修改或补充。

11.3 买方应拥有不受限制的权利，可自行决定将其在本合同项下的权利转让给任何第三方。卖方只有在事先获得买方书面同意的情况下才可转让其在本合同项下的权利和义务。卖方在未经买方同意的情况下进行的任何转让，除买方因执行此类未经授权的转让而产生的权利而产生的全部费用外，还应向买方承担相当于合同总价值百分之三十 (30%) 的赔偿责任。

11.4 本合同以英文和中文签署，一式两份，具有同等法律效力，双方各执一份。如果两种语言版本之间存在任何不一致或差异，应以英文版本为准。

**seller:**

**Company Name:** ANALOG FZE LLC

**Representative (Name):**

**Position:**

**Signature:**

**卖方:**

**公司名称:** ANALOG FZE LLC

**代表人(姓名):**

**职位:**

**签名:**



# 中国化学工程第七建设有限公司中东公司

## China National Chemical Engineering & Construction Corporation Seven Middle East L.L.C

**Contact Person:**

Name: **Salma**

Position: Sales Executive

Email: [sales1@analoggulf.com](mailto:sales1@analoggulf.com)

Contact No.: +971 58 519 3433

**联系人:**

姓名: **Salma**

职位: Sales Executive

邮箱: [sales1@analoggulf.com](mailto:sales1@analoggulf.com)

电话: +971 58 519 3433

**Buyer:**

**Company Name: China National Chemical Engineering & Construction Corporation Seven Middle East L.L.C**

**Representative (Name): Su Tao**

**Position: Project Director**

**Signature:**

**买方:**

**公司名称: 中国化学工程第七建设有限公司中东公司**

**代表人(姓名): 苏涛**

**职位: 项目主任**

**签名:**

**Contact Person:**

Name: Mr. Zhang Guangming

Position: Procurement Manager

Email: [zhangguangming@cc7.cn](mailto:zhangguangming@cc7.cn)

Contact No.: +971 54 793 6118

**联系人:**

姓名: 张光明

职位: 采购经理

邮箱: [zhangguangming@cc7.cn](mailto:zhangguangming@cc7.cn)

电话: +971 54 793 6118