LIVESPOWER 利夫帕

WUHU LIVESPOWER GLOBAL LTD
芜湖利夫帕国际贸易有限公司
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TECHNICAL SERVICES CONTRACT
技术服务合同

Contract No. 合同编号	LPS-[YYYY]-[NNN]
Date 日期	[date]
Project reference 项目参考号	[LP-YYMMDD-XXXX]
Currency / payment route 币种 / 汇路	USD · Agricultural Bank of China, Wuhu

SPECIMEN — standard terms published for review. The executed contract is issued with the pro-forma invoice. 样本 — 公开的标准条款，供审阅。正式合同随形式发票出具。

This Contract is made between WUHU LIVESPOWER GLOBAL LTD, a company incorporated in the People's Republic of China, Unified Social Credit Code 91340207MA2W8BK86K, registered at Second Floor, No. 368 Xinshen Road, Shenxiang Town, Jiujiang District, Wuhu, Anhui 241000, People's Republic of China ("Provider"), and [Client legal name], a company incorporated in [country], registered at [address], [tax/registration no.] ("Client"). Provider and Client are each a "Party" and together the "Parties".
本合同由 芜湖利夫帕国际贸易有限公司（注册于中华人民共和国，统一社会信用代码 91340207MA2W8BK86K，注册地址 中国安徽省芜湖市鸠江区沈巷镇新申路 368 号二楼，邮编 241000，以下称"服务方"）与 [委托方法定名称]（注册于 [国家]，注册地址 [地址]，税号/注册号 [编号]，以下称"委托方"）签订。服务方与委托方单称"一方"，合称"双方"。

1. Nature and place of the Services · 1. 服务性质与履行地

1.1 Provider shall render the technical consulting, engineering-proposal, simulation and remote technical support services described in Schedule 1 (the "Services"). The Services are performed in the People's Republic of China by remote means and are wholly consumed by Client outside the People's Republic of China; no Provider personnel attend Client's or Client's customer's site under this Contract.
1.1 服务方向委托方提供附件一所述的技术咨询、技术方案、仿真验证及远程技术支持服务（以下称"服务"）。服务在中华人民共和国境内以远程方式完成，并由委托方完全在中华人民共和国境外消费；本合同项下服务方人员不前往委托方或委托方客户的现场。

1.2 This Contract is separate from and independent of any contract for the supply of equipment between the Parties. Fees under this Contract are not part of the price of any goods and shall not be included in the customs value of any goods unless the law of the importing country so requires.
1.2 本合同独立于双方之间任何设备供货合同。本合同项下费用不构成任何货物价款的一部分；除进口国法律另有强制规定外，不计入任何货物的完税价格。

2. Deliverables and acceptance · 2. 交付物与验收

2.1 Deliverables, formats and lead times are listed in Schedule 1. Lead times run from the later of (a) Provider's receipt of the advance payment and (b) Provider's receipt of the complete input documents listed in Schedule 1.
2.1 交付物、格式与交付期限见附件一。交付期限自以下二者中较晚者起算：(a) 服务方收到预付款；(b) 服务方收到附件一所列全部输入资料。

2.2 Client shall review each Deliverable within ten (10) working days of receipt and either accept it in writing or notify Provider of specific non-conformities with Schedule 1. Provider shall correct notified non-conformities within ten (10) working days at no charge. A Deliverable not rejected in writing within the review period, or used by Client with its customer, is deemed accepted.
2.2 委托方应在收到交付物后十（10）个工作日内书面验收，或书面指出其与附件一不符的具体之处。服务方应在十（10）个工作日内免费修正所指出的不符项。委托方未在审核期内书面拒收，或已将交付物用于其客户的，视为验收通过。

2.3 Deliverables are engineering opinions based on the information Client supplies. Client remains responsible for verifying site conditions, hazardous-area classification, local regulations and the final design of the installation.
2.3 交付物是基于委托方提供信息作出的工程意见。现场条件、危险区域划分、当地法规及最终安装设计的核实责任仍由委托方承担。

3. Fees, invoicing and payment · 3. 费用、开票与付款

3.1 Fees are stated in Schedule 1 in United States dollars (USD). Invoices are issued in the same currency; payment is made in that currency to the bank account in Clause 3.2.
3.1 费用以美元（USD）列于附件一。发票以同一币种开具；付款以该币种汇入第 3.2 条所列银行账户。

3.2 Payment terms: fifty per cent (50 %) of the Fee on signature against Provider's pro-forma invoice; fifty per cent (50 %) before release of the final Deliverable. Retainer and annual-support fees are payable in advance for each period. Payment is by bank transfer; each Party bears its own bank charges (SHA). Bank account: as stated on the pro-forma invoice.
3.2 付款条件：签署后凭服务方形式发票支付费用的百分之五十（50 %）；最终交付物发布前支付其余百分之五十（50 %）。月费与年度支持费按期预付。以银行电汇付款，手续费各自承担（SHA）。银行账户：以形式发票所载为准。

3.3 Fees are exclusive of any value-added tax, withholding tax or similar levy imposed in Client's country. If Client is required by law to withhold any amount, Client shall (a) pay to Provider such additional amount as ensures Provider receives the full Fee net of withholding, and (b) deliver to Provider an official tax certificate within thirty (30) days of payment. Provider is responsible for taxes imposed on it in the People's Republic of China.
3.3 费用不含委托方所在国征收的增值税、预提所得税或类似税费。如委托方依法须代扣任何款项，委托方应 (a) 向服务方补足差额，使服务方实际收到扣税后的全额费用；并 (b) 在付款后三十（30）日内向服务方提供正式完税凭证。中华人民共和国对服务方征收的税费由服务方承担。

3.4 Late payment bears interest at 0.05 % per day of the overdue amount. Provider may suspend the Services while any invoice is more than fifteen (15) days overdue.
3.4 逾期付款按逾期金额每日 0.05 % 计收利息。任何发票逾期超过十五（15）日的，服务方有权暂停服务。

3.5 Credit against equipment. Where Schedule 1 marks a Deliverable as "creditable", the Fee paid for it shall be deducted from the first invoice for equipment ordered by Client from Provider for the same project within twelve (12) months of the Deliverable's acceptance.
3.5 抵扣设备款。附件一标注"可抵扣"的交付物，其已付费用应在委托方于该交付物验收后十二（12）个月内就同一项目向服务方订购设备的首期发票中扣减。

3.6 Feasibility refund. If an Engineered Proposal (S1) concludes in writing that no configuration available from Provider can meet the cycle time stated in Client's survey, Provider shall refund the S1 Fee within fifteen (15) days of that conclusion. No other Fee is refundable.
3.6 可行性退费。如技术方案（S1）书面得出结论：服务方可提供的任何配置均无法满足委托方调查表所载节拍，服务方应在得出该结论后十五（15）日内退还 S1 费用。其他费用不予退还。

4. Intellectual property and white-label delivery · 4. 知识产权与白标交付

4.1 Upon full payment, Client owns the project-specific content of the Deliverables (layouts, calculations, reports, videos prepared for Client's project) and may use, modify and pass them to its customer under its own name. Provider retains ownership of its methods, templates, calculation tools, generic know-how and any content not specific to Client's project, and grants Client a perpetual, non-exclusive licence to use them as embodied in the Deliverables.
4.1 费用付清后，交付物中项目专属内容（为委托方项目编制的布局、计算、报告、视频）归委托方所有，委托方可以自己名义使用、修改并交付其客户。服务方保留其方法、模板、计算工具、通用技术诀窍及与委托方项目无关内容的所有权，并授予委托方就交付物中所体现内容的永久、非独占使用许可。

4.2 At Client's request Deliverables are issued under Client's name and brand ("white label"). Provider shall not be identified in white-label Deliverables except where a manufacturer or a certificate must be named by law or by the certificate itself. Client shall not represent Provider's Deliverables as having been prepared by a person or body other than Client or Provider.
4.2 应委托方要求，交付物以委托方名义和品牌出具（"白标"）。除法律或证书本身要求载明制造商或证书信息外，白标交付物中不显示服务方。委托方不得将服务方的交付物表述为由委托方或服务方以外的任何人或机构编制。

5. Confidentiality · 5. 保密

5.1 Each Party shall keep confidential all technical and commercial information received from the other Party under or in connection with this Contract, including Client's surveys, drawings, part models, customer identities and prices, and Provider's pricing, supplier identities and methods. Confidential information shall be used only for the purposes of this Contract and disclosed only to personnel and advisers who need to know it and are bound by equivalent obligations.
5.1 各方对因本合同或与本合同相关而从对方获得的一切技术与商业信息予以保密，包括委托方的调查表、图纸、零件模型、客户身份与价格，以及服务方的定价、供应商身份与方法。保密信息仅用于本合同目的，仅向需要知悉且受同等义务约束的人员与顾问披露。

5.2 The obligation survives for five (5) years after termination. It does not apply to information that is public through no fault of the receiving Party, was lawfully known to it before disclosure, or must be disclosed by law or by order of a competent authority, in which case the receiving Party shall give prompt notice where lawful.
5.2 保密义务在本合同终止后继续有效五（5）年。因非接收方过错已公开、接收方在披露前已合法知悉、或依法或依主管机关命令必须披露的信息除外；后一情形下，接收方应在合法范围内及时通知对方。

6. Non-circumvention · 6. 不跳单（不绕开委托方）

6.1 Provider acknowledges that Client's end customers introduced to Provider under this Contract ("Introduced Customers") are Client's business. For the term of this Contract and twenty-four (24) months thereafter Provider shall not, without Client's prior written consent, (a) contact an Introduced Customer for the purpose of selling equipment or services, (b) quote to or contract with an Introduced Customer, or (c) disclose Client's pricing to an Introduced Customer.
6.1 服务方确认，委托方依本合同向服务方介绍的终端客户（"被介绍客户"）属于委托方的业务。在本合同有效期内及其后二十四（24）个月内，未经委托方事先书面同意，服务方不得：(a) 以销售设备或服务为目的联系被介绍客户；(b) 向被介绍客户报价或与其签约；(c) 向被介绍客户披露委托方的价格。

6.2 If an Introduced Customer approaches Provider directly, Provider shall refer it to Client and inform Client in writing within two (2) working days.
6.2 如被介绍客户直接联系服务方，服务方应将其引导至委托方，并在两（2）个工作日内书面告知委托方。

6.3 For each proven breach of Clause 6.1 Provider shall pay Client liquidated damages equal to ten per cent (10 %) of the value of the contract concluded in breach, or USD 20,000, whichever is higher, without prejudice to Client's right to claim proven loss exceeding that amount.
6.3 服务方每违反第 6.1 条一次，应向委托方支付相当于违约所签合同金额百分之十（10 %）或 20,000 美元（以高者为准）的违约金；委托方就超出该金额的可证明损失另行索赔的权利不受影响。

7. Export control and sanctions · 7. 出口管制与制裁

7.1 Client warrants that the end use and end user of any equipment or technology to which the Services relate are lawful and that neither Client, its customer nor any end user is listed on, owned or controlled by a person listed on, any sanctions list of the People's Republic of China, the United Nations, or any jurisdiction whose law applies to the transaction. Client shall inform Provider immediately of any change.
7.1 委托方保证，与本服务相关的任何设备或技术的最终用途与最终用户合法，且委托方、其客户及任何最终用户均未被列入中华人民共和国、联合国或对本交易适用之法域的任何制裁名单，亦非被列名者所有或控制。情况发生变化时，委托方应立即通知服务方。

7.2 Provider may suspend or terminate the Services without liability if performance would breach applicable export-control or sanctions law. Fees for work already performed remain payable.
7.2 如继续履行将违反适用的出口管制或制裁法律，服务方有权暂停或终止服务而不承担责任；已完成工作的费用仍应支付。

8. Liability · 8. 责任

8.1 Provider's total liability under or in connection with this Contract, whether in contract, tort or otherwise, is limited to the Fees paid under this Contract in the twelve (12) months preceding the claim. Neither Party is liable for loss of production, loss of profit, loss of contract or any indirect or consequential loss.
8.1 无论基于合同、侵权或其他原因，服务方在本合同项下或与本合同相关的全部责任以索赔前十二（12）个月内依本合同已付费用为限。任何一方均不对停产损失、利润损失、合同损失或任何间接或结果性损失承担责任。

8.2 Nothing in this Contract excludes liability for fraud, wilful misconduct or any liability that cannot be excluded by applicable law.
8.2 本合同不排除任何一方因欺诈、故意不当行为所承担的责任，亦不排除依适用法律不得排除的责任。

9. Force majeure · 9. 不可抗力

9.1 Neither Party is liable for delay or failure caused by events beyond its reasonable control, including epidemic, war, sanctions, government action, internet or power failure of a public network, provided it notifies the other Party within seven (7) days and resumes performance as soon as practicable. If the event lasts more than sixty (60) days either Party may terminate the affected Services by written notice.
9.1 任何一方因其无法合理控制的事件（包括疫情、战争、制裁、政府行为、公共网络的互联网或电力故障）导致迟延或未能履行的，不承担责任，但应在七（7）日内通知对方并尽快恢复履行。事件持续超过六十（60）日的，任一方可书面通知终止受影响的服务。

10. Term and termination · 10. 期限与终止

10.1 This Contract takes effect on signature and ends when all Deliverables are accepted and all Fees are paid, or, for retainer and annual support, at the end of the paid period unless renewed.
10.1 本合同自签署之日起生效，至全部交付物验收通过且全部费用付清时终止；月费与年度支持服务则至已付期间届满时终止，续费的除外。

10.2 Either Party may terminate for the other Party's material breach not cured within fifteen (15) days of written notice. Client may terminate for convenience on written notice and shall pay for work performed up to the date of termination plus non-cancellable third-party costs.
10.2 一方严重违约且在收到书面通知后十五（15）日内未纠正的，另一方可终止本合同。委托方可书面通知随时终止，并应支付截至终止日已完成工作的费用及不可撤销的第三方费用。

10.3 Clauses 3.3, 4, 5, 6, 8, 11 and 12 survive termination.
10.3 第 3.3、4、5、6、8、11、12 条在本合同终止后继续有效。

11. Governing law and disputes · 11. 适用法律与争议解决

11.1 This Contract is governed by the laws of the People's Republic of China (excluding Hong Kong, Macau and Taiwan), without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
11.1 本合同适用中华人民共和国法律（不包括香港、澳门及台湾地区），且不适用其冲突法规则。《联合国国际货物销售合同公约》不适用于本合同。

11.2 Any dispute not settled by negotiation within thirty (30) days shall be finally resolved by arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC) in Shanghai under its rules in force, by one arbitrator, in English. The award is final and binding. [Alternative: the Hong Kong International Arbitration Centre (HKIAC), Hong Kong, under the HKIAC Administered Arbitration Rules.]
11.2 协商三十（30）日内未能解决的争议，提交中国国际经济贸易仲裁委员会（CIETAC）在上海按其届时有效的仲裁规则以独任仲裁员、英文进行仲裁并作出终局裁决。裁决为终局，对双方均有约束力。[备选：香港国际仲裁中心（HKIAC），香港，适用其机构仲裁规则。]

12. General · 12. 一般条款

12.1 Notices are valid by e-mail to the addresses in Schedule 1 with confirmation of receipt. 12.2 This Contract is executed in English and Chinese; the English text prevails in case of inconsistency. 12.3 This Contract with its Schedules is the entire agreement and replaces all prior discussions; amendments must be in writing signed by both Parties. 12.4 Neither Party may assign this Contract without the other's written consent. 12.5 Signatures exchanged as scanned copies or by recognised electronic signature are binding. 12.6 The Contract number, the invoice number and the reference above shall be quoted on every payment and customs or foreign-exchange declaration relating to it.
12.1 通知以电子邮件发送至附件一所列地址并经确认收到即为有效。12.2 本合同以英文和中文签署；文本不一致时以英文文本为准。12.3 本合同及其附件构成双方的完整协议，取代此前一切讨论；修改须经双方书面签署。12.4 未经对方书面同意，任何一方不得转让本合同。12.5 以扫描件或经认可的电子签名交换的签署具有约束力。12.6 与本合同相关的每笔付款及海关或外汇申报均应注明上述合同编号、发票编号与项目参考号。

For the Provider 服务方	For the Client 委托方
WUHU LIVESPOWER GLOBAL LTD 芜湖利夫帕国际贸易有限公司 Name / Title: 姓名 / 职务：_____ Date: 日期：_____ Signature and company seal: 签字并盖章：	[Counterparty legal name 对方法定名称] Name / Title: 姓名 / 职务：_____ Date: 日期：_____ Signature and company seal: 签字并盖章：

Schedule 1 — Services, Deliverables, Fees · 附件一 — 服务、交付物与费用

Code 代码	Deliverable 交付物	Lead time 交付期限	Fee 费用 USD	Creditable 可抵扣
S1	Engineered proposal: technical proposal, layout, cycle-time calculation, BOM with brands, equipment quotation (white-label on request) 技术方案：方案书、布局、节拍计算、含品牌的物料清单、设备报价（可白标）	5–10 working days 5–10 个工作日	900 / 1,800 / 3,500	Yes 是
S2	Simulation report and video 仿真报告与视频	5–10 working days 5–10 个工作日	600 / 1,500	No 否
S4	Remote support, 12 months, 20 hours; overage USD 60/h 远程支持 12 个月 20 小时；超时 USD 60/小时	From shipment 自发货起	1,800	No 否
S7	Training: Wuhu 3 days (free) / remote 2 × half-day 培训：芜湖 3 天（免费）/ 远程 2 × 半天	With FAT 随 FAT	0 / 600	No 否

Input documents required from Client: completed requirement survey [form id]; part drawings or 3D model; process specification; required output and shift pattern; hazardous-area classification where applicable. Notice e-mails: Provider sales@livespower.com; Client [e-mail].

委托方须提供的输入资料：已填写的需求调查表 [表格编号]；零件图纸或 3D 模型；工艺规范；产量要求与班次；适用时的危险区域划分。通知邮箱：服务方 sales@livespower.com；委托方 [邮箱]。