

合同编号：  
Contract No.:

Dairi 铅锌矿数字采矿系统  
销售和服务合同  
Digital mining system of Dairi lead-zinc mine  
Sales and service contracts

采购商（甲方）：\_\_\_\_\_;

Purchaser (Party A): \_\_\_\_\_;

地 址： \_\_\_\_\_;

Address: \_\_\_\_\_;

供应商（乙方）： \_\_\_\_\_;

Supplier (Party B): \_\_\_\_\_;

地址： \_\_\_\_\_;

Address: \_\_\_\_\_;

签约时间： \_\_\_\_\_ 年 \_\_\_\_ 月 \_\_\_\_ 日

Sign Date: mm / DD / yyyy

采购商（甲方）：  
Purchaser (Party A):

地址：

Address:

邮编：

Zip code:

电话：

Tel:

电子邮箱：

E-mail:

供应商（乙方）：

Supplier (Party B):

地址：

Address:

邮编：

Zip code:

电话：

Tel:

传真：

Fax:

电子邮箱：

E-mail:

甲方为提升其工作的信息化管理水平，进而提高企业的经济效益，决定采购乙方开发的数字采矿系统，为明确双方的权利与义务，根据《中华人民共和国合同法》之规定，经甲乙双方充分协商，特订立合同，以便共同遵守。

Party A decides to purchase the digital mining system developed by Party B in order to improve the information management level of its work and further improve the economic benefits of the enterprise. In order to clarify the rights and obligations of both parties, in accordance with the provisions of the contract law of the People's Republic of China, through full consultation of both parties, Party A and Party B hereby enter into a contract for mutual compliance.

## 第一条 软件的名称、类型、版本、数量、价格和所附物品清单

Article 1: Name, type, version, quantity, price and attached goods' list of software

编号 No.	软件名称 Software name	软件版本 Software version	功能版本 Functional version	数量 Quantity	单价 (美元) Unit price (USD)	总价 (美元) Total price (USD)
1				4 套 4 set		
合计 Total						

## 第二条 软件的交付

Article 2: Delivery of software

1. 软件的交货单位：\_\_\_\_\_。

1. Delivery unit of software: \_\_\_\_\_.

2. 交货方法：

2. Delivery method:

3. 软件的签收：甲方收到合同所规定的软件及所附物品后，应签署“签收单”。

3. Signature of software: after receiving the software and attached goods specified in the contract, Party A shall sign the "signature sheet".

## 第三条 技术支持和软件升级

Article 3: Technical support and software upgrade

1. 软件培训：乙方到甲方所在地为甲方工程师进行现场培训服务，培训时间为120天，培训服务内容及要求已投标技术文件为准，具体培训时间由双方商定，培训期间发生的食宿、办理签证、往返费用由乙方负担。甲方工程师应为采矿、地质、测量等相关专业，培训地点和培训时间由双方协商确定，培训前，甲方指定具体人员负责培训相关事宜。

1. Software training: Party B shall provide on-site training service for Party A. Training time is 120 days. The content and requirements of the training service shall be subject to the bidding technical documents. The specific training time shall be determined by both parties. Party B shall bear the accommodation, visa and round-trip expenses during the training. Party A engineers shall be mining, geological, surveying and other related disciplines. The training place and time shall be

determined by both parties through consultation. Before the training, Party A shall designate specific personnel to be responsible for the training.

2. 技术支持：随软件配有操作手册，包含了软件的各部分功能。另外软件带有在线帮助功能，一般情况下，软件操作人员通过手册和在线帮助能够解决所遇到的问题，若因为软件本身的原因导致运行速度慢、死机等，乙方应修改完善。同时，乙方应随时为甲方以电话、传真、电子邮件方式提供所购买产品的服务和技术支持。如果甲方需要乙方人员的现场技术支持，或需要乙方技术人员参与其具体项目，乙方可根据具体情况收取一定的费用。

2. Technical support: the operation manual is provided with the software, including the functions of each part of the software. In addition, the software has the function of online help. Generally, the software operator can solve the encountered problems through the manual and online help. If the operation speed is slow and the machine crashes due to the reasons of the software itself, Party B shall modify and improve it. At the same time, Party B shall provide Party A with the service and technical support of the purchased products by telephone, fax and e-mail at any time. If Party A needs on-site technical support from Party B personnel, or requires Party B technical personnel to participate in its specific projects, Party B may charge a certain fee according to the specific situation.

3. 软件升级：乙方应提供软件相应功能模块的升级服务，软件升级的具体费用由双方商定，对于为保证软件正常使用的升级，乙方应免费提供升级服务。

3. Software upgrade: Party B shall provide the upgrade service for the corresponding functional modules of the software. The specific cost of software upgrade shall be agreed by both parties. For the upgrade to ensure the normal use of the software, Party B shall provide the upgrade service free of charge.

4. 其它技术服务可由双方另行签订技术协议进行约定。

4. Other technical services may be agreed upon in a separate technical agreement signed by both parties.

#### **第四条 合同总金额和支付方式**

##### **Article 4: Total contract amount and payment method**

1. 合同总金额：（美元）

1.Total contract amount: (USD)

## 2. 支付方式:

### 2.Payment method:

乙方交付全部软件 10 个工作日内, 甲方支付乙方合同金额 45%; 乙方协助甲方建立完善数字矿山模型后 10 个工作日内, 甲方支付合同金额 30%; 培训服务期满 30 日内甲方一次性支付乙方剩余合同金额。

Within 10 working days after Party B delivers all the software, Party A shall pay 45% of the contract amount to Party B. within 10 working days after Party B assists Party A to establish and improve the digital mining model, Party A shall pay 30% of the contract amount; within 30 days after the expiration of the training service, Party A shall pay the remaining contract amount to Party B in a lump sum.

## 3. 乙方名称:

### 3.Name of Party B:

开户银行:

Bank of deposit:

账户名称:

Account Name:

帐 号:

Account No. :

地 址:

Address:

## 第五条 合同的变更与解除

### Article 5: Change and cancellation of the contract

1. 不可抗力解除合同: 甲乙双方的任何一方由于不可抗力的原因不能履行合同时, 应及时向对方通报不能履行或不能完全履行的理由, 在取得有关机关证明以后, 允许延期履行、部分履行或者不履行合同, 并根据情况可部分或全部免于承担违约责任。

1. Termination of contract due to force majeure: if either party of Party A or Party B is unable to perform the contract due to force majeure, it shall timely inform the other party of the reasons for the failure or insufficiency performance. After obtaining the certificate from the relevant authority, it is allowed to delay the performance, partial performance or non performance of the contract, and it can be partially or

completely exempted from the liability for breach of contract according to the situation.

2. 协商解除合同：合同双方认为所订立的合同发生了实质性的变化，经双方协商同意，可以变更和解除合同。

2. Rescission by negotiation: both parties to the contract believe that there is a substantial change in the signed contract, and the contract can be changed and rescinded upon the agreement of both parties through negotiation.

3. 违约解除合同：合同的一方在合同约定的期限内没有履行合同，另一方有权解除合同，并要求合同另一方承担合同所约定的违约责任和赔偿责任。

3. Termination for breach of contract: if one party fails to perform the contract within the time limit stipulated in the contract, the other party shall have the right to terminate the contract and require the other party to bear the liability for breach of contract and compensation as stipulated in the contract.

## **第六条 违约责任**

### **Article 6: Liability for breach of contract**

在甲乙双方的任何一方未能履行本合同所规定其所应当承担的义务，构成合同违约，违约方应支付给守约方合同金额 20% 的违约金。给他方造成损失的，还应赔偿守约方超过违约金的实际损失。

If either party fails to perform its obligations under this contract, which constitutes a breach of contract, the breaching party shall pay 20% of the contract amount to the observant party as liquidated damages. If losses are caused to the other party, it shall also compensate the observant party for the actual losses exceeding the liquidated damages.

按本合同规定应该偿付的违约金、赔偿金和各种经济损失，应当在明确责任后 10 天内，按银行规定的结算办法付清，否则按逾期付款处理。但任何一方不得自行扣发货物或扣付货款来充抵。

The liquidated damages, compensations and various economic losses with the provisions of this contract shall be paid in accordance with the settlement method specified by the bank within 10 days after the responsibility is clarified, otherwise, the overdue payment shall be handled. However, either party shall not deduct the goods or the payment for goods to offset.

## **第七条 合同纠纷处理方式**

### **Article 7: Settlement of contract disputes**

This Contract shall be governed and construed in accordance with the laws of the Republic of Indonesia. The parties hereby waive the provisions of Article 1266 of the Indonesian Civil Code with respect to this Contract.

Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") under the SIAC arbitration rules in force when the notice of arbitration is submitted. The decision of the arbitrators on any issue shall be final. The seat of arbitration shall be Singapore. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English.

本合同适用印度尼西亚法律。双方特此放弃“印度尼西亚民法典”第1266条关于本合同的规定。

任何在本合同下产生的，或与本合同有关的争议、纠纷、异议或诉求，包括本合同的存在、有效性、解释、履行、违约或终止应当被提交给新加坡国际仲裁中心按照仲裁申请提交时该仲裁中心的有效规则进行仲裁，仲裁具有终局性。仲裁地在新加坡，仲裁员为3人，仲裁语言为英语。

#### **第八条 保密条款**

##### **Article 8: Confidentiality clause**

本合同内容保密，未经合同另一方事先书面同意，合同任何一方均不得透露合同的有关条款信息。

The content of this contract is confidential. Without the prior written consent of the other party, neither party shall disclose the relevant terms of the contract.

#### **第九条 其他**

##### **Article 9: Others**

本合同经双方签字盖章后生效。合同执行期内，甲乙双方均不得随意变更或解除合同，合同如有未尽事宜，须经双方共同协商作出补充规定，补充规定与本合同具有同等效力。本合同经签字盖章后的传真件与本合同具有同等法律效力。本合同一式八份，甲乙双方各执四份。

This contract shall come into force after being signed and sealed by both parties. During the execution period of the contract, neither Party A nor Party B may change or terminate the contract at will. In case of any matters not covered in the contract, both parties shall make supplementary provisions through mutual consultation. The supplementary provisions shall have the same effect as this contract. The signed and sealed fax copy of this contract shall have the same legal effect as the original contract. This contract is made in octuplicate, with each party holding four copies.

采购商（甲方）：

Purchaser (Party A):

委托人： \_\_\_\_\_

Authorized representative: \_\_\_\_\_

日期： \_\_\_\_\_

Date: \_\_\_\_\_

供应商（乙方）：

Supplier (Party B):

委托人： \_\_\_\_\_

Authorized representative: \_\_\_\_\_

日期： \_\_\_\_\_

Date: \_\_\_\_\_