

# **2021 Dealers Conversation Purchase Contract**

## **2021 经销商会议采购合同**

Contract Number /合同号: 2021-PSM-033-DSCN

**Between / 由: PSA (SHANGHAI) MANAGEMENT CO., LTD.,**

标致雪铁龙(上海)管理有限公司

Room 201, 2nd Floor, Building 20th, No.487 Tianlin Road, Xuhui District,

Shanghai

上海市徐汇区田林路 487 号 20 号楼 2 层 201 室, 邮编: 200233

Hereinafter referred as the "Party A" / 以下简称“甲方”

**And /和: Comfort International M.I.C.E. Service Co., Ltd.**

康辉集团北京国际会议展览有限公司

RM1510, Ruichen int'l Center, Nongzhanguan South Rd, Chaoyang District,  
Beijing China.

北京市朝阳区农展馆南路 13 号瑞辰国际中心 1510 室

Hereinafter referred as the "Party B" / 以下简称“乙方”

### **Article 1/第 1 条**

#### **1.1 – Introduction /简介**

Based on mutual agreement, Party B will provide Services described in Article 2 to Party A according to the terms and conditions set forth in the present contract ("Contract"). Any terms and conditions, prices, technical descriptions etc. in this Contract shall prevail over any provisions to the contrary as may be set forth in Party A's quotation.

基于双方协商, 乙方将根据本合同(“本合同”)的条款和条件向甲方提供本合同第二条所述之服务。若乙方报价中规定的任何条款与本合同的条款相冲突时, 以本合同的条款及条件、价格、技术说明为准。

#### **1.2 – Governing Language /适用语言**

This Contract has been executed in English and Chinese version; both language versions have the same effect.

本合同以英文和中文签署, 两种文本具有同等效力。

### **Article 2 / 第 2 条 – Scope of supply /供应范围**

Party B shall provide Dealers Conversation execution services to Party A ("Services", the detail of which is set forth in Appendix 1).

乙方应向甲方提供经销商会议执行服务(“服务”, 具体内容详见附件一)

In order to ensure the implementation of the Services, Party B promises to provide a team with appropriate skills and headcount to satisfy work requirements agreed by both Parties. Party B shall select employees who have necessary experiences and capacities to provide Services to Party A.

为了保证服务的实施, 乙方承诺制定合理的人员构成(人数和技能)满足各方约定的工作需求。乙方应选择符合服务要求的经验和能力的员工服务于甲方。

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### **Article 3 / 第 3 条– Contract Price / 合同价格**

During the term of the Contract as described in Article 10 hereunder, the contract maximum price is RMB 81,241.60

在第 10 条规定的本合同期间, 合同上限封顶金额人民币 捌万壹仟贰佰肆拾壹元陆角零分。

The aforementioned Monthly Service Fees include 6% deductible VAT.

上述服务费已含 6%的可抵扣增值税。

Both parties agreed that for possible tax rate adjustments, price excluding tax remains unchanged.

双方约定, 涉及到可能的税率调整, 未含税价格保持不变。

### **Article 4 / 第 4 条– Delivery of Service / 交付**

Delivering Service in accordance with the Party A's request remains the responsibility of Party B. Party B shall submit to Party B, upon request, adequate timing plans to support stated delivery. Delivery time should be within the time limit prescribed by the time schedule (except being affected by force majeure), otherwise it will be considered as breach of contract by Party B.

根据甲方的规定按期交付服务为乙方的责任。经要求, 乙方需向甲方提供充分详细的时间计划以实施规定的交付。完成交付时间应在规定时间进度规定的范围内(除不可抗力事件影响), 否则视为乙方违约。

### **Article 5 / 第 5 条– Payment Terms / 支付条款**

#### **5.1 Payment / 费用支付方式**

- Currency of payment: CNY .

付款币种: 人民币。

All expenses will be settled according to the actual after the activity.

全部费用在活动执行后根据实际发生结算

Party B submit to Party A the contracted delivery materials in fixed timing by Party A. Party A shall make acceptance within 15 working days after receiving the contractual delivery submitted by Party B. If Party A does not raise an objection within 15 days after receiving the contracted delivery, it shall be deemed as acceptance.

乙方在甲方规定的交付时间内向甲方提交合同约定的交付物, 甲方需在收到乙方提交的合同约定的交付物交付完毕后 15 个工作日内进行验收, 如甲方在收到合同约定的交付物后 15 日内未提出异议, 即视为验收合格。

The Seller can only invoice the Buyer after the final reception of delivery Goods, and indicate the contract name and contract No. in the invoice's remarks.

乙方只可在甲方验收合格后, 才可向甲方开具发票, 并在发票的备注中标明合同名称及合同号。

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Party A shall pay Party B the corresponding amount by the end of the following month after the issuance of invoice after receiving the legally valid full-value VAT invoice. If Party B fails to provide a valid and valid full-value VAT invoice or contract delivery, Party A has the right to refuse payment, and all responsibility arising therefrom shall be borne by Party B.

甲方应在收到合法有效的全额增值税专用发票后，发票日期的次月月底前向乙方支付相应款项。如因乙方未提供合法有效的全额增值税专用发票或合同规定交付物，甲方有权拒绝付款，由此产生的一切责任由乙方自行承担。

- Only if Party B's invoice is submitted to the address of Party A on the first page of this Contract, one condition of payment is satisfied.  
只有将乙方发票提交给本采购合同首页上甲方的地址时才具备付款条件之一。
- Party B's invoice must reflect precisely any price breakdown contained within this Contract.  
乙方的发票必须准确反映本合同中的任一价格分项。

### **Article 6 / 第 6 条- Acceptance and Confirmation / 验收与确认**

For any and all working results, documents, data or any other materials needed to be approved or confirmed by Party A under the Contract, Party A shall accept or raise the objection in written form within 15 working days after receiving such working results, documents, data or any other materials. In case Party A fails to raise the objection in written form within the aforesaid period, it shall be deemed that such working results, documents, data or any other materials have not been verified or approved by Party A. After consultation with Party A on submitted materials, Party B should submit above these materials again after making change and improvement, until Party A issues confirmation letter as approval.

对于本合同项下任何需要甲方确认或验收的工作成果、文件、资料或其他材料，甲方均应当于收到上述工作成果、文件、资料及其他材料之日起十五个工作日内以书面形式予以确认或提出异议。如果甲方在上述期限内提出任何书面异议的，则视为上述工作成果、文件、资料及其他材料未能经甲方审核通过。乙方需就上述所提交材料与甲方协商更改完善后再次提交，直至甲方出具审核无误确认书。

### **Article 7 / 第 7 条- COPYRIGHTS/版权**

7.1 On condition that Party A pays the full amount, Party B transfers and assigns to Party A copyright of its original creative work in final form, while Party B retains the right to use it for self-promotion, show reels, advertising awards, except those concerning Party A's commercial secrets. In the use of above copyrights works, Party B should get written approval from Party A in advance, otherwise Party A has the right to recover all economic benefits derived from using above works from Party B. Party B retains in full the copyrights of rejected materials by Party A, semifinished materials and materials Party A has not paid for, except those concerning Party A's commercial secrets.

以甲方付清全款为条件，乙方向甲方出让及转让其最终形式的原创工作的版权，但乙方保留为其自身宣传、展示卷、广告颁奖而使用该作品，但涉及甲方商业秘密的除外。乙方在使用上述版权作品时，需事先经甲方书面许可后方有权使用，否则甲方有权向乙方追索其因使用上述作品而获得的一切经济利益。乙方全面保留被甲方驳回的资料、在制作的未完工资料以及甲方尚未付款的资料的版权，但涉及甲方商业秘密的除外。

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**7.2** Third party materials shall be subject to license restrictions. Third party materials include work which were based on the contract fee (e.g., photography, film, animation, etc.), pre-existing work (e.g., music, film clips, third party branded products, etc.) and all other materials not originally created by Party B. Party B shall promise that it has access to intellectual property materials of the third party materials to provide Services and work to Party A. and notify Party A of restrictions in third party materials. Party A should use the third party materials within the restrictions. Party B shall bear all losses caused to Party A if Party A is held liable due to the reasons of Party B.

第三方资料应服从许可限制。第三方资料包括基于合同费用的作品（如照片、电影、动画等）、原有作品（如音乐、电影剪辑、使用第三方品牌的产品等）以及所有并非由甲方原创的其它资料。乙方应承诺其对该第三方资料已享有知识产权，其为甲方提供服务和工作成果，并向甲方通知第三方资料中的限制规定，甲方应按照限制规定使用该第三方资料。如因乙方原因导致第三方向甲方追索法律责任的，乙方需承担因此给甲方造成的一切损失。

**7.3** Right of portrait and right of authorship shall always remain with the person as stipulated by laws. Party B shall bear all losses caused to Party A if Party A is held liable due to the reasons of Party B.

肖像权、署名权应始终属于法律规定的人员所有。乙方保证其提交的工作成果不侵犯任何第三人的肖像权、知识产权及其他权利。如因乙方原因导致第三方向甲方追索法律责任的，乙方需承担因此给甲方造成的一切损失。

### **Article 8 / 第 8 条- Applicable Law and Arbitration /适用法律和仲裁**

This contract shall be applicable under the laws of PRC.  
本合同适用中国的法律。

All disputes arising in connection with this Contract or the execution thereof shall be settled by way of amicable negotiation. In case no settlement can be reached, the case at issue shall then be submitted for arbitration to the Shanghai International Economic and Trade Arbitration Commission in accordance with the provisions of the said Commission. The arbitration proceedings shall be conducted in Chinese, and shall take place in Shanghai. The award by the said Commission shall be deemed as final and binding upon both parties.

各方因执行本合同或有关本合同所发生的一切争执，双方应以友好方式协商解决；如果协商不能解决，应提交上海国际经济贸易仲裁委员会，根据该会的仲裁规则进行仲裁。仲裁程序应使用中文进行，仲裁地点为上海。其裁决是最终裁决，对双方都有约束力。

### **Article 9/ 第 9 条- Force Majeure /不可抗力**

Either party shall not be held responsibility for failure or delay to perform all or any part of this contract due to flood, fire, earthquake, drought, war, Acts of God, natural disasters, labor disputes, riot, sabotage, transportation delays, accidents, network failure, power interruption, computer virus, hacker attack, the delay or failure of the service of broadband or other network device or technology provider or any other similar events, and acts of government (such as but not limited to change of laws and withdrawal of permits) or any other events which could not be predicted, controlled, avoided or overcome by the relative Party. However, the Party affected by the event of Force Majeure shall inform the other Party of its occurrence and inform

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the other party on the effect the event of Force Majeure may have on the performance of this contract in writing as soon as possible.

由于水灾、火灾、地震、干旱、战争、自然灾害、劳资纠纷、暴动、破坏、运输延误、意外事故、网络故障、电力中断、电脑病毒、黑客攻击、带宽或其他网络设备或技术提供商的服务延迟、服务故障或任何其它类似事件等以及政府行为（包括但不限于法律的变动和许可证的撤销）或协议一方无法预见、控制、避免和克服的其他事件导致不能或暂时不能全部或部分履行本合同，该方不负责任。但是，受不可抗力事件影响的一方须尽快将发生的事件及受到不可抗力因素而对履行本合同所产生的影响通知另一方。

### **Article 10 / 第 10 条-Termination / 合同终止**

This Contract shall become effective from May 17<sup>th</sup> 2021 and expire on May 31<sup>st</sup> 2021.

本合同 2021 年 05 月 17 日起生效至 2021 年 5 月 31 日为止。

Any Party may terminate this Contract if the other Party fails to fulfill or perform any of its obligations hereunder in the event that such failure remains unremedied thirty (30) days after the service of a written notice by the Party to the defaulting Party specifying the failure in question and requiring it to be remedied. If any Party causes losses to the other due to the default, in addition to payment of liquidated damages, other losses resulting therefrom shall also be paid, including but not limited to penalty, compensation, loss, cost, damage, injury, claim, liability, disposition, expense (including but not limited to licensing fee, litigation cost, arbitration fee, attorney fee, inquiry fee, cost of preservation, execution fee, investigation and evidence collection fee, transportation expense, travel expense) etc.

如果一方未能完成或履行其在本合同项下的任何义务，并在收到另一方提出对其违约行为的疑问并要求其纠正该违约行为的书面通知后 30 日内仍未纠正其违约行为的，非违约方有权终止本合同。任何一方违约造成对方损失的，除支付约定的违约金以外，还应当赔偿由此给对方造成的一切损失，该等损失包括但不限于处罚、补偿、损失、成本、损害、伤害、索赔、责任、处置、费用（包括但不限于授权费、诉讼费、仲裁费、律师费、查询费、保全费、执行费、调查取证费、交通费、差旅费）等损失。

The termination of this Contract shall not release any Party from performing any of its obligations due at the time of such termination.

本合同的终止并不解除任何一方在终止前所应履行的义务。

If the service duty is not completed by end of this period, the termination of service period shall be automatically extended till all obligation is completed.

如果双方在本合同下的义务在服务期限内未能履行完毕，则服务期限自动延续至双方在合同下的义务履行完毕为止。

### **Article 11/ 第 11 条- Miscellaneous / 其它**

Party B agrees to submit all documentation as required in these Appendixes.

乙方同意提供在这些附件中要求的所有文件。

Party B has obligation to conform to regulations of the Party A during the whole process when working at the Party A's site.

在甲方一场所工作的整个过程中，乙方人员有义务遵守甲方的规章制度。

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This Contract has following Appendixes:

本合同有以下附件:

■ Appendix 1 附件一 – **Price details 价格明细**

This Contract has two original copies which go into effect immediately after being signed and stamped by Party A and Party B.

本合同一式贰份, 经各方签字盖章后立即生效。

**SIGNED BY / 签署:**

On Behalf of:

**PSA (SHANGHAI) MANAGEMENT CO., LTD.,**

标致雪铁龙(上海)管理有限公司

Signature of Party A's representative

甲方代表签字

DATE/日期:

On Behalf of:

**Comfort International M.I.C.E. Service Co., Ltd.**

康辉集团北京国际会议展览有限公司

Signature of Party B's representative

乙方代表签字

No.	Items	Qty	Unit Price w/o tax	Unit Price w/t 6% tax	Total Price w/t 6% tax	Remark
1	Flight Tickets	30	1,415.09	1,500.00	45,000.00	实报实销, 上限1500RMB往返;
2	Meeting Room Decoration	2	800.00	848.00	1,696.00	横幅 (DS3产品上市主题及会议主题挂于PSA会议室)
3	Photographer & Cloud Album	1	6,000.00	6,360.00	6,360.00	两场跟拍 (座谈会及活动现场)
4	Badge & Deca Design and Production	80	30.00	31.80	2,544.00	席卡 (40人规模座谈会和晚宴两批台卡)
5	Receptionists	1	300.00	318.00	318.00	制作1个立式接待牌 (无需设计, 主KV由PSA提供)
6		1	500.00	530.00	530.00	接待台鲜花, 以及带DS元素的桌布 (接待台酒店免费提供)
7	Working Staff	3	600.00	636.00	1,908.00	签到接待人员2人, 服务1人, 全天候8小时工作制度接待来访嘉宾
8	Tea-breaks	40	47.17	50.00	2,000.00	茶歇要有高级软饮, 咖啡
9	Gifts	30	424.53	450.00	13,500.00	高档签字笔/法国高级香氛等代采
Sub total cost (w/t 6% VAT)					73,856.00	
Service fees ( X10%)					7,385.60	
Total cost (w/t 6% VAT)					81,241.60	

