

Contract No. :

合同号:

TOOLING PURCHASE CONTRACT

模具采购合同

BETWEEN

The Buyer (Party A) :

买方 (甲方) :

Address:

地址:

Contacts:

联系人:

Tel/电话:

Fax/传真:

AND 和

The Seller (Party B):

卖方 (乙方) :

Address:

地址:

Contacts:

联系人:

Tel/电话:

Fax/传真:

Location:

签约地点:

Date: _____

签约日期:

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After friendly negotiation, Party A and Party B agree to and will comply with this Contract.

甲乙双方经友好协商，甲方和乙方一致同意签订本合同，以便共同遵守。

1. Contracted Goods: 合同产品:

序号 /No	产品编号 /Part No	产品名称/ Description of the Goods	模具数量 /Quantity of Tooling	模具寿命(万 次)/Mold life (10K times)	模穴数 /Mold Cavity	模具含税价格 (元)/Tooling cost with taxes (CNY)
1						
2						
3						
4						
5						

总价/Total

乙方根据甲方提供的产品要求（如附件 2）负责设计、制造模具，上述模具单价为人民币（含税价），包括但不限于模具设计、生产、试模、包装、运输以及模具在甲方验收合格前的所有相关费用。

Party B should design and produce the Tooling based on the specification of the product (Appendix 2). The unit price for the Tooling mentioned above is denominated in CNY (inclusive of taxes), which includes the design, production, trial run cost, packing, transportation and any other costs related to the Tooling before the Tooling are approved by Party A.

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2. Quality Standard: the quality of the contracted goods shall accord with the standards as follows (Select Multiple):

质量标准：本合同产品需符合以下质量标准：（可以多选）

According with state standard and industry standard, if they are not the same, the higher standard shall prevail. Party B shall manufacture the Tools in accordance with the state of the art and in accordance with all relevant laws and regulations, especially with all tool safety, professional accident prevention and other safety regulation.

符合国家标准和行业标准，若两者不一致以高者为准；乙方应按照其最先进技术和相关法律规定制造模具，特别是有关模具安全、行业事故预防等有关安全的法律规定。

The products which are produced with the Tooling should meet the requirements of Party A, referring to standard of products in Appendix 2.

该模具生产的产品应符合甲方的要求，详见附件 2 产品标准。

As the buyer, shall we also indicate in this contract with: 1) quantity of products to be produced by the Tooling; 2) quality warranty period for the Tooling?

是否需要约定：1) 生产产品满多少数量？2) 模具的质保期？

3. Property Rights, Leasing & Maintenance 所有权、租借以及维护保管

3.1 The property rights of the Tooling and relevant technical documents will transfer to Party A after Party A's inspection and acceptance (not subject to payment made by Party A). Party A can decide to store the Tooling at Party B's location. Party B shall than use the Tooling to produce parts named by Party A in Party B's factory. During the storage period, risk of damage and destruction of the Tooling is borne by Party B. Party B should maintain the Tooling in good condition. Should their be any damage to the Tooling, Party B should repair immediately the Tooling immediately and bear the related costs. Should the Tooling missing or cannot be repaired, Party B shall fully compensate Party A by the contract price stated in Article 1, except for agreed by Party A otherwise.

经甲方验收合格后，模具和相关技术文件的所有权即归甲方所有（不以甲方是否付清模具款项为条件）。甲方视情况将模具存放在乙方工厂并且委托乙方将模具用于甲方指定产品的加工。存放期内，模具损坏和灭失的风险由乙方承担。乙方有义务保证模具完好，如有损坏需立即维护并且自行承担相应费用。若模具遗失或无法修复的，除非甲方另有要求，乙方应按本合同第 1 条约定的模具价款全额赔偿甲方。

3.2 The Tooling are the property of Party A. Party A can remove part of or all of the Tooling anytime.

模具的所有权为甲方，甲方有权随时收回部分或者全部模具。

3.3 Party B shall mark all Tooling listed in this contract according to Party A's requirements.

乙方应在所有本合同项下的甲方模具上按甲方要求做好标识。

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3.4 Party B shall record the Tooling respectively and keep it separating from Party B's properties. Party B warrants that the Tooling shall, under any circumstance, be frozen, auction or other disposal as Party B's own property. Party A shall be entitled to visit and check the Tooling from time to time.

乙方应将甲方模具单独登记，以便和乙方自身的财产予以区分。乙方应保证甲方模具在任何情况下不被作为乙方财产被采取查封、拍卖或其他任何处分行为。甲方有权随时到现场检查模具的保管维护情况。

3.5 Party B shall not make any lien to the Tooling under any circumstance.

乙方在任何情况下均不得留置甲方模具。

3.6 Party B can't move the Tooling to any other place without Party A's consent in written form.

没有甲方的书面许可，乙方不得转移这些模具到其他地点。

4. Sample of Products 产品样品

Party B shall provide a sufficient quantity of samples which are produced by the Tooling listed in this contract according to the Appendix 2 before mass production of the products. After Party A inspects and confirms the suitability of the samples and provides written notice to Party B, Party B can then use the listed Tooling to carry out mass production in accordance with Party A's purchase order.

乙方应使用本合同项下的模具按照附件 2 的产品要求生产并提供足够数量的产品样品。产品样品经甲方验收合格并书面确认之后，乙方可使用本合同项下的模具根据甲方订单进行产品的批量生产。

5. Delivery 交货

5.1 Place of Delivery: The factory of Party B

交货地点：乙方工厂

5.2 Delivery Date:

交货日期:

Party B shall deliver the products in full at the destination as designated by Party A in a timely manner within the time schedule listed in the Purchase Order, which shall be concluded and signed by the Parties.

乙方按照双方签订的产品订单所规定的交货时间按时、足额将产品送达甲方指定的交货地点。

Party B shall deliver all products on_____. Should Party B desire to deliver the products before the date, Party B shall inform in writing and seek the approval Party A.

乙方应于_____年_____月_____日交付全部产品，乙方若提前交付，需事先书面通知甲方，经甲方同意后方可交付。

Others: Party B must complete fabrication of the Tooling within __ calendar days after receiving drawings from Party A, and provide sufficient quantity of compliant samples within __ calendar days after receiving drawings from Party A.

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乙方需在收到甲方图纸__个日历天内制作完毕所有模具，并且在收到甲方图纸__个日历天内提供足够数量的合格产品样品。

5.3 Party B should inform Party A in written form ___ working days in advance in case of any delay in delivery of the products or providing the service. Party A is entitled to decide whether it continues to purchase the products or does not under the written Purchase Order. If Party A chooses to terminate the Purchase Order, Party B shall pay liquidated damage at the rate of ___% of the total price of the canceled Purchase Order.

如果发生延迟交货，乙方应提前__个工作日书面通知甲方。甲方有权决定是否继续购买产品订单下的产品。如果甲方选择解除该产品订单的，乙方需支付被取消产品订单合同总价的__%的违约金。

5.4 In case Party B cannot deliver the products timely manner for the reasons other than Force Majeure (products that are delivered that do not meet the requirement of the contract, are also deemed to be delivered late) , Party A has the right to require that Party B to pay liquidated damages at the rate of 1% of the total price of the delayed Purchase Order on the basis of each delayed calendar day. If the delay exceeds 5 calendar days, Party A is entitled to terminate the contract (or the delayed Purchase Order), Party B shall pay the liquidated damages at the rate of 10% of the total price of the contract (or the delayed Purchase Order) and the loss accordingly. 如果乙方因不可抗力以外的原因延迟交货(交付的产品不符合约定亦被认为延迟交货)，甲方有权要求乙方按每延迟 1 个日历天交货支付该产品订单总额____%的违约金。延迟交货超过____个日历天，甲方有权选择解除合同(和/或产品订单)，同时乙方需承担合同(和/或产品订单)总价的____%的违约金以及相应的损失。

5.5 On delivery of the Tooling, Party B shall hand over to Party A the originals or reproducible copies of the Tooling drawings including CAD and models.

关于模具的交付，乙方应向甲方提交初始的或可复制的模具设计，包括 CAD 和模型。

6. Inspection for Acceptance 验收

6.1 Party A will inspect Tooling according to the following means (Select all that apply)

甲方根据以下方式对模具进行验收：（可多选）

Confirm the model, specification, packaging, quantity, etc.

对模具型号、规格、包装、数量等外观进行检查；

Confirm the samples according to the standards listed in Appendix 2.

按照附件 2 中图纸要求对模具生产出的样品进行验收，以检查模具是否符合甲方的要求；

Inspect the products according to requirements of the contract

按照合同约定，对模具进行抽样检验；

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Install the products and commissioning

对模具进行安装后试运行;

Others: _____。

其他方式: _____。

6.2 If Party A accepts the samples after inspection according to Appendix 2, both parties shall mark the samples with a permanent stamp and seal 2 original copies and hold a copy by each party.

如果甲方验收后认为产品样品符合合同附件 2 的约定，双方应共同签署产品样品并加以封存 2 份，一方各执一份。

6.3 If upon inspection of the samples Party A is of the opinion that the samples do not conform to the requirements of Party A, Party A shall have the right not to accept the Tooling. In such an event, Party B shall take all necessary actions as soon as reasonably practical to ensure the new samples meet the requirements of Party A in ____ calendar days. If satisfied with such action, both parties shall mark the samples with a permanent stamp and seal 2 original copies and hold a copy by each party. Otherwise, Party A has right to cancel this contract, and Party B shall pay the liquidated damages at the rate of ____% of the contract price and the loss accordingly.

若甲方在对产品样品进行验收后认为产品样品不符合甲方的要求，甲方有权不接受模具的交付。在该情形下，乙方应尽快采取一切必要的行动，以确保新的产品样品在____个日历日内达到甲方的要求。

甲方若对上述行动表示满意，双方应签署产品样品并加以封存 2 份，一方各执一份，甲方表示接受模具。如果在约定的时间内，仍不能达到甲方的要求，甲方有权退货，乙方须承担本合同总价金额__%的违约金以及相应的损失。

6.4 Invoice 发票

Invoices shall list the contract number and/or purchase order number and the amount stated in the invoice is consistent with that of duly delivered accepted products and/or Tooling, otherwise Party A is entitled to return such invoice and request Party B to reissue.

乙方开具发票应标明本合同编号和/或产品订单编号并且与乙方实际交付合格的模具和/或产品金额一致。否则，甲方有权退回该发票，要求乙方重新开票。

7. Payment 付款

7.1 甲方应按照以下方式付款:

Party A shall make the payment as follows:

_____down payment of the contract value should be paid within_____ working days upon the signed contract; _____% of contract value should be paid within _____ working days after the acceptance inspection and receiving the invoice, for the total contract value _____ % will be paid within____ working days after _____ year from acceptance.

本合同签订之日起____个工作日内之内支付合同总价的_____%的预付款，甲方验收合格后并且收到合同全额发票后____个工作日内再付合同总价的_____%，余_____%作为质保金，将于模具验收合格____年后____个工作日内支付。

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Others: After the samples are received and accepted by Party A, Party B shall issue the invoice with the amount confirmed by Party A. Party A shall pay for this invoice within ___ working days upon receiving the invoice.

其他: 甲方收到产品样品并验收合格后, 乙方按甲方确认的金额向甲方开具相应金额发票, 甲方将在发票日后__个工作日内, 向乙方支付该笔款项。

Regarding a signal tooling under this contract, Party B should return the said tooling cost within ___ calendar days after the Purchase Orders of all the relative parts of the said tooling from Party A reaches _PCS. If the said tooling cannot produce at least _____ pcs products, Party B shall return partial cost of the said tooling. The return amount = total tooling amount – (qty of actual qualified products/ required qualified products) * total tooling amount. Party B has right to knock off the said tooling cost from the latest payment of said purchase orders. Party B shall immediately compensate Party A suppose the latest payment is not enough to meet such knock off.

针对本合同项下的单个模具, 如果本合同项下的产品订单量累计每超过___个后, 乙方应相应地在___日内一次性立即返还该单个模具费用。如果因为模具质量原因, 单个模具不能生产至少___个合格产品, 乙方应一次性立即退还该模具的部分费用, 具体退还金额=模具总金额 - (实际生产的合格品数量/要求生产的合格品数量) * 模具总金额。费用返还方式为甲方在乙方最近的订单货款中直接扣除相应金额, 若不足扣除的, 乙方应立即予以补足。

7.2 Payments by Party A shall not imply acceptance of supplies or services as meeting contractual requirements.

甲方支付行为不应表示对供货或服务符合合同要求的认可。

8. Intellectual Property Rights 知识产权

8.1 The intellectual property rights of the tooling and relative parts listed in this contract belong to Party A.

Without Party A's express permission in writing, Party B shall not sell the Tooling and the products produced by the Tooling to any other parties.

本合同相关的所有模具、产品的知识产权属于甲方。未经甲方书面明确允许, 乙方不得将此产品或模具销售给除甲方以外的任何第三方。

8.2 Party B warranty that the design, production of the tooling as well as the products produced by the tooling are free from any infringement to any third party's legal rights, including without limitation to intellectual property rights.

乙方确保其设计、制造的模具以及使用该模具生产的产品不侵犯任何第三方的包括但不限于知识产权等合法权利。

8.3 Party A shall have the irrevocable, exclusive, permanent right to use any inventor's, copyright or patent

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rights in the Tools to which Party B is entitled (if any). Party A shall also have the right to copy the Tools and to make it available to other vendors for their use.

对于乙方在模具上的发明权、版权和专利权（若有），甲方拥有不可撤销的，排他性的，永久性的使用权，甲方也有权复制模具并提供给其他厂家使用。

9. Insurance 保险

During the storage period, Party B shall insure the Tooling for all risks. All fees shall be borne by Party B and a copy of the insurance shall be duly provided to Party A for file.

在模具保存期间，乙方应自付费用为模具足额投保财产一切险并将相关保险凭证复本提交给甲方存档。

10. Technical Modifications 技术更改

10.1 From time to time, Party A is entitled to require Party B (in written form) to modify the technical requirements concerning the tooling as well as products under this Contract and as specified in Appendix 2. Party B agrees to comply with this said modification.

甲方有权以书面形式不时地更改合同及附件 2 中模具和/或产品的技术要求，乙方同意予以接受。

10.2 Any modification or change (including without limitation, materials, process, equipment or sub-supplier) made by Party B shall be prior communicated to Party A in written form and Party A's acknowledgement in written form shall be obtained. Party B is not permitted to deliver modified tooling and/or products to Party A until having obtained written confirmation of the product modifications from Party A. Party B shall deliver those tooling and/or products produced in accordance with the original technical parameters in case of no written confirmation of the sample of the modified tooling and/or products from Party A.

乙方对模具和/或产品所作任何更改（包括但不限于材料、工艺、货物、分供应商等）须事先书面通知给甲方，并且征得甲方的书面同意，在甲方出具一份书面认可后，乙方才能向甲方提供更改后的模具和/或产品。如果更改模具和/或产品的样品没有得到甲方的书面认可，乙方仍需按原先的技术参数提供模具和/或产品。

11. Confidentiality 保密

Party B shall keep confidential all, including without limitation, commercial, financial and technical documents, knowledge and information provided by Party A under this Contract or during the performance of the contract as well as the achievement of this Contract. Such confidential information shall not be duplicated; they shall be used only for the purpose of this Contract and shall not to be disclosed to a third party or without prior written consent from Party A.

乙方需对本合同中或在执行本合同的过程中由甲方提供的包括但不限于商务、财务及技术文件、知识、信息以及本合同的成果严格保密，不得复制。乙方只能将其用于本合同的目的，未经甲方事先书面明确同意，乙方不得透露给第三方或给予第三方或为除规定目的外的其他目的使用。

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12. Subcontracting to Third Parties 分包给第三方

No Subcontracting, wholly or partly, to third parties is allowed without prior written approval from Party A otherwise Party A is entitled to terminate this Contract entirely or partially and claim compensation from Party B for compensation in case of sub-contracting.

未经甲方书面同意，本合同的履行不应全部或部分分包给第三方，否则甲方有权全部或部分终止本合同并提出索赔。

13. The Prohibition of Commercial Bribery 商业贿赂之禁止

13.1 Party B shall never bribe the employees of Party A by any means, including but not limited to providing or promising to provide off-the-book rebate in secret, entertainment allowance, employment arrangement, travel home and abroad, present, discount for shopping and any other material benefits for the employees of Party A or their relatives shall be treated as commercial bribery, which shall be prohibited. Any breach of the aforesaid prohibition obligations Party A shall have the right to terminate the contract and claim for the liabilities for the breach of the contract against Party B.

乙方不得以任何形式之商业贿赂收买甲方员工，包括但不限于给予或许诺给予“回扣”、“招待”、“娱乐”、“安排就业”、“国内或国外旅游”、“馈赠”、“购物折扣”，及其它一切给予或许诺甲方员工或其他家属任何形式物质上利益者，皆视为商业贿赂，均在禁止之列。乙方若违反上述禁止义务，甲方有权单方面终止本合同并追究乙方的违约责任。

13.2 Party B shall refuse any improper interests in any form required by the employees of Party A and shall provide relative evidence or clues to assist Party A to investigate and prosecute, which shall protect the legal rights and benefits of the Parties.

乙方对于任何甲方员工所要求之任何形式的不正当利益，均应予以拒绝，并主动提供相关证据或线索协助甲方进行查处，以共同维护双方的合法权益。

14. Party B shall not be exempted from the responsibility for the tooling and product quality stipulated in this contract even if it's terminated.

本合同终止后，不免除乙方根据本合同规定所应承担的模具和产品质量责任。

15. During the term of this Contract, in case of the occurrence of one of following events, Party A shall be entitled to immediately terminate this Contract by informing Party B in written form 5 calendar days in advance but without taking any liability for compensation to Seller:

在本合同有效期内，倘若乙方出现下列任何一种情况，甲方有权在提前 5 个日历天书面通知乙方后立即提前解除本合同，并且不对乙方承担任何赔偿责任：

15.1 Major lawsuits appear; its legal representative or major managing personnel are involved in crime investigation; Party B is merged, acquired, shut down, liquidated; Party B fails to pay back loans or owe third parties goods amount and etc;

出现重大诉讼案件；其法定代表人或主要管理人涉嫌犯罪被调查；被兼并、收购、关闭、清算；欠

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付贷款或第三方货款不还等情况;

15.2 If Party B breaches obligations of Article 13.

如果乙方违反本合同第 13 条的约定。

16. Other 其他:

16.1 The making, validity, interpretation, performance and resolution of dispute arising from this Contract shall be governed by the laws of P.R. China.

本合同的订立, 效力, 解释, 履行以及争议的解决均受中国法律的管辖。

16.2 This Contract is written in both English and Chinese and both versions shall have equal legal effect. If there is any inconsistency between the two versions, the Chinese version shall prevail.

本合同用中英文书写, 两种文本具有同等的法律效力。如果两种文本中有不一致之处, 以中文文本为准。

16.3 The Appendixes of this contract are:

Appendix 1: copies of business license and other certificates by Party B

Appendix 2: The Drawing & Spec of Parts

The Appendices hereto (including all annexes thereto) form an inalienable part of this Contract and shall have equal legal effect as this Contract.

本合同附件为:

附件 1: 乙方营业执照、资质等文件

附件 2: 产品的图纸和技术参数

本合同的附件为本合同不可分割的组成部分, 与本合同具有同等的法律效力。

16.4 Any dispute arising from the execution of or in connection with this contract shall be settled through friendly negotiation between both parties firstly. If no settlement can be reached on such dispute, the dispute shall be filed with the people's court of the place where the Party A registered.

因履行本合同而发生的任何纠纷, 双方应首先友好协商解决, 如不能协商解决, 则由甲方所在地地法院受理。

16.5 This contract goes into effect from two Parties seal on the contract, executed in 2 original copies; each party holds one of them.

本合同自双方盖章之日起生效, 一式贰份正本, 双方各执壹份。

Party A (Company seal):

甲方:

Authorized representative:

授权代表姓名:

Signature:

签名:

Party B (Company seal):

乙方:

Authorized representative:

授权代表姓名:

Signature:

签名:

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Appendix 1: copies of business license and other certificates by Party B

附件 1: 乙方营业执照、资质等文件

Appendix 2: The Drawing & Spec of Parts

附件 2: 产品的图纸和技术参数