

# Sales Contract

购销合同

Contract No.:

合同编号:

**The Seller:** Beijing Idriverplus Technology Co.,Ltd

卖方：北京智行者科技股份有限公司

**Principal place of business:** C-3 Building, Northern Territory, Dongsheng Industrial Park,

Zhongguancun, NO 66 XiXiaoKou Road, Haidian District, Beijing city, China.

注册地址：北京市海淀区西小口路 66 号中关村东升科技园·北领地 C-3 号楼

**The Buyer:** ECODELI COMERCIAL SA DE CV

买方：ECODELI COMERCIAL SA DE CV

**Principal place of business:** AV. RESTAURADORES OTE 1001 INT.2 COL. LOS

ARCOS C.P 37490, LEON DE LOS ALDAMA, LEON, GUANAJUATO, MEXICO.

注册地址：AV. RESTAURADORES OTE 1001 INT.2 COL. LOS ARCOS

C.P 37490, LEON DE LOS ALDAMA, LEON, GUANAJUATO, MEXICO.

The Seller manufactures and sells the product listed in Section 1 below (the "product").The Buyer

agrees to purchase the product from The Seller .

卖方制造和销售下文第 1 条所列产品（“产品”）。买方同意从卖方购买产品。

Now, therefore, in consideration of the foregoing, and of the mutual benefit contained herein, the

Parties, intending to be legally bound, agree as follows:

因此，考虑到上述内容以及此处包含的互惠互利，有意受法律约束的双方同意如下：

## 1. Product 产品

The product manufactured and shipped by The Seller to The Buyer hereunder is as follows:

卖方生产并销售给买方的产品如下:

a) The name of the product: SC80,SC80Workstation

a)产品名称: SC80, SC80 工作站

b) The type of the product: SC80, SC80Workstation

b)产品型号: SC80,SC80 工作站

c) The quantity of the product:12units

c)数量: 12 台

## 2. Price, Payment , Shipment and Acceptance

价格, 付款, 装运和验收

a) Price 价格

SC80 : 22,700 USD / PCS

SC80 : 22,700 美元/台

SC80 Workstation : 2,100 USD / PCS

SC80 Workstation : 2,100 美元/台

The Seller will sell **Six units of SC80& Six units of SC80 workstation** to The Buyer.

卖方将向买方出售 6 台 SC80 和 6 台 SC80 工作站。

Therefore, in this agreement, The Seller charges The Buyer **totally 148,800.00 (USD)** for the

product.

因此，在本协议中，卖方向买方收取总计 148,800.00 美元的产品费用。

**Total amount: 148,800.00(USD).**

**总金额：148,800.00 美元。**

## b) Payment 支付

50% of the total contract value shall be paid as advance payment through T/T by the Buyer to the account of Seller no later than 3 days after the contract duly signed and stamped, 50% balance payment before picking up the items from factory.

买方应在合同正式签署并盖章后 3 天内通过电汇方式将合同总价值的 50% 作为付款支付到卖方账户，工厂提货前支付另外 50% 尾款。

## c) Shipment 运输

The shipment of the product from the factory of The Seller to agreed port apply to EXW China .

The Seller is responsible for shipping the product as per EXW China trade term after the seller finishes manufacturing the product from the factory after the Seller get the payment from the Buyer. If the seller do not get the payment in time, Then the two parties re-arranged the pick-up time.

根据双方约定，同意以 EXW 中国进行交付。卖方在收到买方的付款后，在卖方完成工厂制造产品后，卖方根据 EXW 条款进行交付运输。

## 3. After-sales policy 售后政策

The warranty for all vehicles hereunder shall be one year. The start time of the product warranty period shall be calculated according to the product activation time. The activation time shall not be later than 6 months after the arrival date. If it is more than 6 months, 6 months after the arrival date shall be taken as the start time of the warranty.

本协议项下所有车辆的整车质保均为 1 年，产品质保期开始时间按产品激活时间计算，激活时间不得晚于到货日 6 个月，如超过 6 个月，以到货日后 6 个月作为质保起始时间。

## 4. Indemnification & Limitation of Liability 赔偿和责任限制

### a) Indemnification 赔偿

Each Party ("Indemnifying Party") shall indemnify, hold harmless and defend the other Party ("Indemnified Party") and its officers, directors, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by, the Indemnified Party or any such person to the extent caused directly by acts or omissions of the Indemnifying Party relating to this Agreement, including without limitation ( i ) any negligent or tortious conduct, ( ii ) any breach of any of the representations, warranties, covenants or conditions of the Indemnifying Party contained in this Agreement, ( iii ) any violation of applicable laws or regulations, ( iv ) infringement or violation of any patent, copyright, trade secret, or other proprietary interest of any third party, and ( v ) any breach of any express or implied warranties relating to the Products, including implied warranties of merchant ability and fitness for a particular purpose.

每一方（“赔偿方”）应赔偿另一方（“被赔偿方”）及其管理人员、董事、代理人、员工和关联方，使其免受任何和所有索赔、要求、诉讼、费用的伤害，并为其辩护、费用、责任、判决、诉讼因由、诉讼、任何性质的损失和损害，在直接由行为引起的范围内，受赔偿方或任何此类人受到威胁或带来或遭受或招致或与本协议有关的赔偿方的疏忽，包括但不限于 (i) 任何疏忽或侵权行为，(ii) 任何违反本协议中包含的赔偿方的任何陈述、保证、契约或条件，(iii) 任何违反适用法律或法规的行为，(iv) 侵犯或违反任何第三方的任何专利、版权、商业秘密或其他专有利益，以及 (v) 任何违反任何明示或暗示的行为与产品有关的保证，包括对适销性和特定用途适用性的默示保证。

### b) Limitation of Liability.

In no event shall either party be liable to the other for any special, indirect, exemplary or consequential damages arising out of this agreement or purchase or use of the products.在任何情况下，任何一方均不对因本协议或购买或使用产品而引起的任何特殊的、间接的、惩戒性的或后果性的损害负责。

## 5. Force Majeure 不可抗力

Neither Party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such Party, including without limitation a demand for such Products and other products manufactured by Company which exceeds Company's ability to supply them, earthquakes, fire, accidents, floods, storms, other natural disasters, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such Party. No such inability to deliver or delay in delivery shall invalidate the remainder of this Agreement.

任何一方均不对由于超出该方合理控制范围的任何原因或情况而导致的任何未能履行承担责任，包括但不限于对此类产品和公司制造的其他产品的需求超出公司的供应能力例如地震、火灾、事故、洪水、风暴、其他自然灾害、暴动、战争、叛乱、罢工、停工或其他劳工骚乱、国家或国际紧急情况、未能从通常的供应来源获得材料或设备、承运人未能提供运输、政府规则、法规、法案、命令、限制或要求或超出该方合理控制范围的任何其他原因或情况。此类无法交付或延迟交付不应使本协议的其余部分无效。

If the product are not shipped out and the Force Majeure conditions are valid for more than 30 (thirty) calendar days, each Party reserves the right to withdraw from the Contract. In this case, the Seller should return the amount of the payment back to the buyer, within 5 (five) working days from the date of termination of this Agreement. 如果产品因为不可抗力因素导致超过 30 个工作日没有发货，则各方保留撤销合同的权利。在这种情况下，卖方应在本协议终止之日起 5（五）个工作日内将付款金额退还给买方。

## 6. General Provisions 总则

### a) Amendments 修订

This Agreement may be amended only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing. 本协议只能通过各方签署的书面文件进行修改，任何此类修改仅在此类书面文件中明确规定的范围内有效。

### b) Governing Law 适用法律

This Agreement is a contract under the laws of China and for all purposes shall be governed by and construed in accordance with the substantive laws of China, without regard to its principles of conflicts of law's provisions. 本协议是中国法律下的合同，无论出于何种目的，均应受中国实体法管辖并据其解释，不考虑其法律规定的冲突原则。

### c) Disputes 纠纷

The Parties shall seek to resolve any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation, any dispute regarding the enforceability of any provision, through good faith negotiations between them within 30 days of any notice of dispute being served or such longer period of time as may be mutually agreed between the Parties. If there is no consensus, both parties agree to submit to the Beijing Arbitration Commission (location: Beijing) for arbitration in accordance with the then effective arbitration rules. The ruling is binding on both parties. 双方应在任何争议通知发出后 30 天内，通过双方之间的协商谈判，寻求解决因本协议引起或与本协议有关的任何争议、争议或索赔，包括但不限于与任何条款的可执行性有关的任何争议。若无法协商一致，双方同意提交北京仲裁委员会（地点：北京）依据届时有效的仲裁规则，进行仲裁。裁决结果对双方均有约束力。

## 7. Effect and Termination 合同的生效、解除

a) This Contract shall enter into force upon signing /being sealed by both parties. 本合同经双方当事人签署/或盖章后生效。

b) Once this Contract has been signed, neither party may arbitrarily change or terminate this Contract without the consent of both parties. If there is any change, supplement or modification during the performance of this Contract, the parties shall enter into a separate written agreement. 本合同一经签署，未经双方同意，任何一方不得随意更改或解除本合同。如本合同在履行过程中有任何变更、补充或修改，双方应另行签订书面协议。

c) This Contract is made and executed in 4 original copies, and both parties respectively hold 2 copies which have same legal effect.

本合同一式肆份，各执贰份，具有同等的法律效力。

Beijing Idriverplus Technology Co.,Ltd 北京智行者科技股份有限公司

By: Beijing Idriverplus Technology Co.,Ltd

Name: Lawrence Zhang

Title: Regional Manager

Date: 2025/12/9

By: ECODELI COMERCIAL SA DE CV

Name: Ms.Diana Flores

Title: Purchase Manager

Date: 2025/12/9