

## 补充协议 Supplementary Agreement

Contract Number: 【SPXG20-F001UK】

**Seller: China National Pharmaceutical Foreign Trade Corporation**

卖方: 中国医药对外贸易有限公司

Telephone 电话: [REDACTED] Fax 传真: [REDACTED]

Address 地址: 北京市朝阳区惠新东街四号 1 座 7 层

Legal Representative 法定代表人: 【丁维佐】

Authorized Person 授权代表: 【孙泰】

**Buyer: 【British Embassy Beijing】**



买卖双方已签订《出口销售合同》(编号为 SPXG20-F001UK)。经协商一致, 达成补充协议如下:

The Buyer and the Seller have signed the " Export Sales Contract " (Contract No. SPXG20-F001UK ). By consensus, a supplementary agreement was reached as follows:

一、取消《出口销售合同》约定的下列货物的买卖:

Cancel the sale of the following goods as stipulated in the " Export Sales Contract ":

Item NO. 序号	Commodity and specifications 商品和规格	Quantity 数量 Piece	Unit Price 单价 (USD)	Total Amount 总价 (USD)
1	Eye protection	[REDACTED]	[REDACTED]	[REDACTED]
2	Face Masks FFP3	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL VALUE 总金额: USD10,057,000 TOTALLY				
USD TEN MILLION AND FIFTY SEVEN THOUSAND ONLY				

未被变更的货物清单如下, 双方应按《出口销售合同》履行:

The list of unaltered goods is as follows, which shall be performed by both parties in accordance with the " Export Sales Contract ":

Item NO.	Commodity and specifications 商品和规格	Quantity 数量(piece)	Unit Price 单价 (USD)	Total Amount 总价 (USD)
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1	Face Masks Type IIR	
2	Face Masks FFP2	
TOTAL VALUE 总金额: USD9,333,000 TOTALLY		

二、对于取消的货物，买方已支付了部分货款 USD9,843,000，卖方需要退还该笔款项给买方。

For the cancelled goods, the Buyer has paid partial amount of USD9,843,000 to the Seller, and the Seller is required to refund USD9,843,000 to the Buyer.

三、对于货物的取消，双方互不承担违约责任。

Neither party shall be liable for the cancellation of the goods.

四、Assurances and promises 保证与承诺

The seller undertakes that the quality of the goods conforms to the national quality standards laid down in P.R.China and is as agreed by and between the parties: Type IIR/ FFP2/ FFP3 as per specification 卖方承诺货物的质量符合双方约定及中国的质量标准。

The buyer is fully aware that there are discrepancies in the quality standards, technical standards and the conformity assessment procedures between P.R.China and the destination country, thus, further undertaking that the local importation standards and requirements (including but not limited to quality, technical standards, packaging, conformity assessments and those of the same nature) have been fully understood and that the goods are deemed fully and positively qualified for such importation standards and requirements therein. 买方已知晓，中国的质量标准、技术标准与目的地的质量标准、技术标准不同，认证程序不同。买方承诺已充分了解目的地的进口标准（包括但不限于质量、技术标准、包装、认证等相关规定），并认为货物具备进口的条件。

The buyer shall take any and all responsibilities incurred by, arising out of or resulted from the buyer or the buyer-designated-consignee's failure of delivery and/or receipt of the goods due to the non-conformity to any local standards and requirements in the destination country. 如货物因不符合目的地的任何规定导致买方或买方指定的收货人无法取得货物，所有责任均由买方自行承担。

The buyer undertakes that its purchase of the goods conforms to the local requirements of the destination country (including but not limited to the laws, regulations and orders or verdicts by the authorities) and that such goods shall be applied in accordance with the purposes prescribed by the fore-said local requirements. 买方承诺在符合目的地的所有规定的情况下购买货物（包括但不限于法律、法规、权威机构发布的指令等），且用于合乎规定的用途。

The products sold by the seller under this contract are only for the use of end-users in the buyer's country(U.K.). Without the written consent of the seller, the

buyer shall not, directly or indirectly, resell the products in the buyer's country (U.K.) or export the products to a third country. 卖方在本合同项下销售的产品仅供买方所在国（英国）最终用户使用；未经卖方书面同意，买方不得直接或者间接将所购产品在买方所在国内转售或者出口到第三国。

Otherwise the buyer shall indemnify all seller's losses incurred by or arising out of the buyer's breach of its undertakings. 如买方违反承诺，应赔偿给卖方造成的全部损失。

In case of special circumstances, the seller needs to replace the manufacture and provide the buyer with relevant product information. The seller has the right to replace the manufacture with the same product quality standard on the premise of the buyer's written confirmation and without affecting the delivery date. 如有特殊情况，卖方需要更换生产供应商，需向买方提供相关产品信息，在得到买方书面确认以及不影响交货期的前提下，卖方有权更换同等质量标准的生产供应商。

五、卖方全权负责中国境内海关清关所需文件，包括符合商务部 2020 年第 5 号《关于有序开展医疗物资出口的公告》，并协助清关。如果产品未能在中国清关，买方保留终止合同的权利，卖方将无条件向买方全额退款，但卖方无需承担违约或赔偿责任。

The seller shall take full responsibility on documentations required for Customs clearance in China, and make sure it meets the requirements of No 5 document issued by Ministry of Commerce on Export of Medical Materials. The Seller shall assist on Customs clearance. The Buyer reserves the right to terminate the contract if the Products fail to clear Customs in China and will have full refund from the Seller unconditionally, but the Seller shall not be liable for breach of contract or compensation.

六、本协议约定与《出口销售合同》约定不一致的，以本协议为准。

In case of any inconsistency between this Agreement and the " Export Sales Contract ", this Agreement shall prevail.

六、本协议自双方签署之日起生效。协议一式二份，双方各持一份。

This agreement shall come into force upon execution by both parties in duplicate, with each party holding one copy.

Confirmed and Accepted by:

确认和接受:

The Seller: China National Pharmaceutical The Buyer: British Embassy Beijing  
Foreign Trade Corporation

卖方: 中国医药对外贸易有限公司

买方: British Embassy Beijing





Agreement Date:

签约日期:

April 13, 2020

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