

PT. SEMARAK DHARMA TIMBER

JL. Tiang Bendera IV No 17-19 Tambora Jakarta Barat 11230-indonesia

销售采购合同 Sales Purchase Contract

宁波坤翼能源科技有限公司

BUYER: NINGBO KUNYI ENERGY TECHNOLOGY CO., LTD.

ADD: Room 308, Building 040, No. 600 Tambora Street, Jiangbei District, Ningbo City, Zhejiang Province

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SELLERS: PT. SEMARAK DHARMA TIMBER

ADD: JL TIANG BENDERA IV NO. 17-19 TAMBORA JAKARTA BARAT 11230-INDONESIA

编号 NO: SDT/KY-20250930

日期 DATE : 2025.9.3

签约地 SIGNED AT: NINGBO, CHINA

THIS CONTRACT IS MADE BY AND BETWEEN THE SELLERS AND THE BUYERS, WHEREBY THE BUYERS AGREE TO BUY AND THE SELLERS AGREE TO SELL THE UNDER-MENTIONED COMMODITY ACCORDING TO THE TERMS AND CONDITIONS STIPULATED BELOW:

1. COMMODITY SPECIFICATIONS AND QUALITY AND PRICE

- 1) COMMODITY: MERBAU TIMBER
- 2) PURCHASE QUANTITY 400M3 (± 5 %)
- 3) PRICE: USD 760 CBM
- 4) TOTAL PRICE: USD 304000.00
- 5) SHIPPING TERMS: CFR SHANGHAI, CHINA

REMARK:

1. PORT OF DESTINATION: ANY PORT OF CHINA
2. PORT OF LOADING : ANY PORT OF INDONESIA
3. TIME OF SHIPMENT: BEFORE NOV 30, 2025
4. TERMS OF PAYMENT: 40% ADVANCE PAYMENT, AND THE REMAINING 60% SHALL BE PAID AFTER THE GOODS ARRIVE AND ARE SOLD.

5. DOCUMENTS REQUIRED:

THE SELLERS SHALL PRESENT THE FOLLOWING DOCUMENTS TO THE BUYER BY EXPRESS WITHIN 5 DAYS AFTER THE DATE OF BILL OF LADING:

- 1) TELEX RELEASE BILL OF LADING MARKED "FREIGHT PREPAID " MADE OUT TO APPLICANT, NOTIFYING THE APPLICANT, INDICATE SHIPMENT DATE

- 2) COMMERCIAL INVOICE.
- 3) PACKING LIST
- 4) FORM E
- 5) PHYTOSANITARY CERTIFICATE
- 6) AFAS - METHYL BROMIDE FUMIGATION CERTIFICATE
- 7) GAS CLEARANCE CERTIFICATE

6. Addition Clause (附加条款)

(1). Wood must be peeled quadrangularly, sawn in square log, kept straight, bend within 3 degrees, had the same size with both ends, both ends saw with a flat, can't be unsmooth. Wood can not have disorderly wood core, red core, circular cracks.

(1). 木头必须四边去皮, 锯成方料, 木头直, 弯度小于3度, 木头两端大小一致, 两个端面锯的平整, 不能凹凸不平。木材不能有乱芯, 红芯, 圆弧裂纹。

(2). Wood core must be good condition, short material with per cabinet (500mm less) must be less than 3 pieces, if more than 3 pieces, it will affect the agreed sales and affect the buyer, the seller paid to the actual party consultation process.

(2). 木材核心必须良好, 短料每柜(500mm以内)不能超过三根, 如短料超出约定, 影响买方销售的, 则卖方按实际情况协商赔付给买方处理。

(3). The seller provide the buyer with the wood boxes image in interior of each container (a cabinet of three), and noted that the number of containers and the length of the wood on the each packing wood.

(3). 卖方提供买方每个集装箱的内部木头装箱图片(一柜三张), 并在每层装箱木头上注明的放置数量和该集装箱的号码以及该批木头的长度。

(4). Each container guarantee security at the end of wood weight 18 tons, if insufficient tonnage when arrived and seller in accordance with (the value of each cabinet + customs fees) ÷ convention Tonnage × (convention tonnes - actual weight) is calculated payment to the buyer, overweight part owned by the Buyer.

(4). 每个集装箱保木头重量保底18吨, 到港后如果不足吨位, 卖方按照(每柜货值+报关费) ÷ 约定吨数 × (约定吨数 - 实际重量) 计算方式赔付给买方, 超重部分归买方所有。

(5). When loading to neatly, cut sawn wood surrounding quadrilateral, basically the same length.

(5). 装柜时要排放整齐, 木头周边切锯成四边形, 长度基本一致;

(6). Both the seller and the buyer negotiated the price, the buyer must provide notice to the party who produced the bill of lading, port of destination, packing weight, packing volume buyer may not require the seller to impersonate other items for customs document content.

(6). 双方价格谈妥后, 买方必须提供给卖方制作提单的通知人、目的港、装箱重量、装箱体积, 买方不允许卖方冒充其他的物品办理海关单据内容。

7. COMPENSATION TERMS(赔偿条款)

(1). If the buyer to make the bill of lading information error or redo changes caused by seller

pay for the bill of lading, the buyer must bear the costs

(1).如果买方提供的制作提单信息错误或变动而导致卖方重做提单产生费用时,买方必须承担其费用。

(2).The seller when the container can not put inside the container of other wood into wood instead of contract agreement, If find that, The seller must double compensation for the buyer.

(2).卖方在装柜时不能把其他木头装进集装箱里面来代替合同约定的木头,如有发现,卖方必须双倍赔偿买方。

(3). The seller can only shipping countries allow import and export of goods between the seller and the buyer, if found that, the seller is responsible for all the problems found.

(3). 卖方不能装买卖双方国家禁止进出口的货物, 如果发现一切问题由卖方负责。

(4).If the seller fails to deliver the goods specified in this contract to the buyer, The buyer shall have the right to demand the seller return double the deposit.

(4).若卖方未能交付本合同所规定的货物给买方, 买方有权要求卖方返还双倍定金。

1) 装运前, 卖方须传真/电子邮件通知买方船名、预离期、预抵期、合同号、货名、数量、毛重、净重和发票金额。BEFORE SHIPMENT,THE SELLERS SHALL FAX/E-MAIL TO NOTIFY THE BUYERS OF VESSEL'S NAME, ETD,ETA,CONTRACT NO, NAME OF THE GOODS, QUANTITY, GROSS & NET WEIGHT AND INVOICE VALUE.

2) 提单日后 5 天内, 卖方应将合同号码、货名、数量、毛重、净重、发票金额、船名、提单号、装运港、装运日、预计到达日及船代理的资料电告买方。WITHIN 5 DAYS AFTER B/L DATE, THE SELLERS SHALL FAX / E-MAIL TO NOTIFY THE BUYERS OF THE CONTRACT NO , NAME OF THE GOODS, QUANTITY, GROSS & NET WEIGHT, INVOICE VALUE, VESSEL'S NAME,B/L NO., PORT OF LOADING ,SHIPMENT DATE, ETA AND DETAILS OF THE SHIPPING AGENT.\

3) 如卖方未能及时将装运通知电告买方, 由此而发生的一切损失应由卖方承担。IN CASE THE ADVICE IS NOT GIVEN IN TIME, ALL THE LOSSES INCURRED TO THE BUYERS THEREFROM SHALL BE BORNE BY THE SELLERS.

8. 甲醛指标 FORMALDEHYDE STANDARDS:

甲醛含量需达到 E1 级别, 即甲醛释放量 $\leq 1.5\text{mg/L}$

THE FORMALDEHYDE CONTENT NEEDS TO REACH THE E1 LEVEL, THAT IS THE FORMALDEHYDE EMISSION $\leq 1.5\text{mg/L}$

9. 不可抗力 FORCE MAJEURE:

由于严重的水灾、火灾、风灾、雪灾、地震、战争行为和政府对进出口的限制及其它双方任何不可预见、不可控制、不可避免或不能克服的不可抗力事件, 致使任何一方不能履行合约时, 遇有事件的一方应立即通知对方, 并在 15 天内将详情及发生地政府主管机关出具的影响合同履行情况的证明文件用空邮寄交对方。对方对由此而产生的损失不得提出赔偿要求, 但遇有事件的一方仍应尽其在不可抗力事件发生前所应承担的义务。根据实际受影响时间, 延期履约。延期超过 2 个星期时, 对方有权解除本合同。

ANY PARTY OF THE CONTRACT WHO FAILS TO EXECUTE THE CONTRACT DUE TO FORCE MAJEURE ACCIDENTS, SUCH AS FLOOD, FIRE, DRAUGHT, STORM, SNOW DISASTERS, EARTHQUAKE, WAR AND GOVERNMENTAL RESTRICTIONS ON IMP/EXP OR ANY OTHER EVENTS WHICH COULD NOT BE PREDICTED, CONTROLLED,



AVOIDED OR OVERCOME BY THE RELATIVE PARTY, SHALL INFORM THE OTHER PARTY OF SUCH OCCURRENCE IN WRITING IMMEDIATELY AND WITHIN 15 DAYS THEREAFTER, SHALL SEND BY AIRMAIL THE DETAILED INFORMATION OF THE ACCIDENT AND A CERTIFICATE ISSUED BY THE COMPETENT GOVERNMENT AUTHORITIES OF THE PLACE WHERE THE ACCIDENT OCCURS. THE OTHER PARTY SHALL NOT CLAIM ANY PENALTY FOR THE LOSSES SUFFERED THEREFROM, BUT THE PARTY WHO ENCOUNTERS THE ACCIDENT SHALL STILL BE LIABLE TO EXECUTE THE CONTRACT ACCORDING TO THE ACTUAL TIME OF INFLUENCING THE EXECUTION OF THE CONTRACT AS AGREED UPON BY BOTH PARTIES. IN CASE THE ACCIDENT LASTS FOR MORE THAN 2 WEEKS, THE OTHER PARTY SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT.

10. 争议解决 SETTLEMENT OF DISPUTES:

凡有关本合同或执行本合同而发生的一切争议, 应通过友好协商解决, 如不能解决时, 则任何一方有权申请并由中国国际经济贸易仲裁委员会按其仲裁规则在上海进行仲裁解决, 其裁决是终局的, 对双方均有约束力。ALL DISPUTES ARISING FROM OR IN CONNECTION WITH THIS CONTRACT OR THE EXECUTION THEREOF SHALL BE SETTLED THROUGH FRIENDLY NEGOTIATIONS. IN CASE NO SETTLEMENT CAN BE REACHED THROUGH NEGOTIATIONS, BOTH PARTIES SHALL HAVE THE RIGHT TO APPLY TO CHINA INTERNATIONAL ECONOMIC & TRADE ARBITRATION COMMISSION FOR ARBITRATION IN SHANGHAI IN ACCORDANCE WITH ITS ARBITRATION RULES. THE AWARD MADE BY THE ARBITRATION COMMISSION SHALL BE TAKEN AS FINAL, AND BINDING UPON BOTH PARTIES.

仲裁庭由三名仲裁员组成, 买卖双方各指定一名仲裁员, 第三名仲裁员由双方共同指定, 如双方未能就第三名仲裁员达成一致, 则由仲裁委员会主任指定, 但该第三名仲裁员不得由律师担任。THE TRIBUNAL SHALL BE COMPOSED OF THREE ARBITRATORS. EACH PARTY SHALL NOMINATE ONE ARBITRATOR AND JOINTLY NOMINATE THE THIRD ARBITRATOR WHO SHALL ACT AS PRESIDING ARBITRATOR. WHERE THE PARTIES HAVE FAILED TO JOINTLY NOMINATE THE THIRD ARBITRATOR, THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE CHAIRMAN OF CIETAC. THE PRESIDING ARBITRATOR SHALL BE THE CHAIRMAN OF THE TRIBUNAL.

11. 通知 NOTICES:

本协议项下的任何通知, 均以书面形式以挂号信、快递、传真或电子邮件发送至下列地址: ANY NOTICE UNDER THIS AGREEMENT MUST BE IN WRITING AND SENT BY REGISTERED MAIL, COURIER, FAX OR EMAIL AS FOLLOWING:

买方 BUYER: ZHEJIANG MODEST INTERNATIONAL & TRADE CORP., LTD.

地址 ADD: 301 301-2 COMMERCE BLOCK 4 MERIDA SHOPPING PLAZA, YUELIN STREET, FENGHUA, DISTRICT, NINGBO, ZHEJIANG, CHINA

卖方 SELLER: PT. SEMARAK DHARMA TIMBER

地址 ADD: JL. TIANG BENDERA IV NO. 17-19 TAMBORA JAKARTA BARAT 11230-INDONESIA

以上述方式送达的通知均为有效通知: (A) 如以挂号信或快递寄送, 则以投递记录为证; (B) 如以传真方式发送, 则以传真记录为证; (C) 如以电子邮件发送, 则以电子邮件的发送记录为证。SUCH NOTICE SHALL BE EFFECTIVE: (A) IF SENT BY REGISTERED MAIL OR COURIER,

UPON DELIVERY, EVIDENCED BY A DELIVERY RECORD AND (B)IF SENT BY FAX, UPON TRANSMISSION, EVIDENCED BY A TRANSMISSION RECORD AND (C)IF SENT BY EMAIL, UPON SENDING, EVIDENCED BY A SENDING RECORD.

1) Seller' s Bank information:

Account numb:7100555870

Name :PT.SEMARAK DHARMA TIMBER

Beneficiary bank:BANK CENTRAL ASIA

SWIFT code : CENAIJJA

BANK Address :RKN BATAVIA.JL. TIANG BENDERA 5 NO 42 L-M,ROA
MALAKA, KECTAMBORA. JAKARTA BARAT 11230

卖方:

THE SELLERS:



宁波坤翼能源科技有限公司
NINGBO KAIYI ENERGY TECHNOLOGY CO.,LTD.

张翼