

# SALES CONTRACT

CUP I34D23001000006

CIG A01389A85C

Contract No.: TP20230621-1D

Protocol No: 1088/23

Date: July 05, 2023

Between:

The Seller:

**CHONGQING TOP OIL PURIFIER CO., LTD**

No. 1, Jianlong N. Rd., Jiulongpo District, Chongqing, China

Postal code: 400039

Tax Code/VAT No.: 9150010705036614XY

Certified email: sales4@topoilpurifier.com

Tel: +86-23 88901306

Fax: +86-23 88901306

The Buyer:

**FONDAZIONE ACCADEMIA ITALIANA DELLA MARINA MERCANTILE**

Address: Via Oderico 10, Genova, Italy

Postal code: 16145

Tax Code/VAT No.: 02092180997

Certified email: [direzione-faimm@pec.it](mailto:direzione-faimm@pec.it) – [info@faimm.it](mailto:info@faimm.it)

Tel : +39 010 3622472

(Both, if mentioned jointly hereinafter, simply referred to as: the "Parties")

**Purchase Order****N. 171AMM/23**

WHEREAS

- **CHONGQING TOP OIL PURIFIER CO.,LTD** is a leading professional manufacturer and supplier of oil purifiers and various related testers.

- **Fondazione Accademia Italiana della Marina Mercantile** is interested in purchasing a range of goods manufactured and supplied by the seller and listed in Annex 1 - purchase order - ORD171\_CHONGQING TOP OIL PURIFIER CO.,LTD

It has been mutually agreed that both parties mentioned above confirmed the transaction under the terms and conditions as follows:

**Article 1: Commodity and Amount:**

Commodity : Lab Testers and Equipment ( See the Annex 1 - purchase order - ORD171\_CHONGQING TOP OIL PURIFIER CO.,LTD)

TOTAL : 50.000,00 (fifty thousand) USD

The shipped goods must be 100% brand-new.

ORIGIN : CHINA.



**Article 2 : Payment and Delivery:****2.1 Payment:**

2.1.1 The purchase price, as determined in the above article, shall be paid by the Buyer after subscription of this Contract, by T/T in no. 2 instalments at the following due dates:

- 80% after the signature of the present Contract
- 20% before the delivery of the ordered goods

**2.2 Shipment:**

- DDP (note: no tax documents can be offered)
- By AIR to door
- Lead time: within 40 working days after payment received.

Upon execution of this Contract and the payment of the first and the second instalments, the Seller delivers the Property to the Buyer within 40 working days after payment received.

**2.2.1 Bank Information**

**BENEFICIARY:** CHONGQING TOP OIL PURIFIER CO.,LTD

ADD: NO. 1, JIANLONG N. RD., JIULONGPO DISTRICT, CHONGQING, CHINA

**BANK:** BANK OF CHINA CHONGQING BRANCH

ADD: NO.1 TUANJIE ROAD, YANGJIAPING CHONGQING P.R.CHINA

ACCOUNT: 111624939189

SWIFT CODE: BKCHCNBJ59A

**2.2.2 Documents**

Invoice provided by the Seller must contain the following contents:

- Purchase number 171amm/23 - dated 05/07/2023
- CP 00424
- CIG A01389A85C
- CUP: I34D23001000006
- Tax Code/VAT No. of both parties

**Article 3: Packing and Shipping Marks**

3.1 Packing: Standard Export Cases

3.2 Shipping Marks: N/M

**Article 4: General Condition**

4.1 The recitals are an integral part of this Contract

4.2 By signing this Contract, the Seller transfers the title to the Buyer, who accepts.

4.3 Any changes and amendments to this contract must be made in writing duly confirmed by both parties. All other conditions, which are not stated in this contract, will be referred to INCOTERM 2000.

4.4 This contract is made by fax and will be valid from the signing date and expired up to the end of warranty time.

**Article 5: Warranty Period**

TOP Warrants the equipment supplied under this specification against defects in material and workmanship under normal use and service for a period of 12(twelve) months after start up of the system.

TOP 's obligation under this warranty is limited to repairing or furnishing, without charge F.O.B. point of manufacture, a similar part to replace any part, which was proven to defective within warranty period.

TOP will not in any event be held responsible for any indirect or consequential damages. The performance guarantee will be within limitations as detailed in duty & performance photograph of this specification.

**Article 6: After Sales Service**

5.1. Provide best spare parts with low price for long term.

5.2. If there is something wrong with the equipment, seller should give a response in 8 hour and provide the solution in 48 hours.

5.3. Provide long-term technical support for free.

5.4. If there is technological innovation, seller should guide the customer to upgrade.

**Article 7: DNSH Principle**



The Buyer may terminate this Contract in the event that the Seller wouldn't respect the DNSH Principle: during the installation phase of the purchased equipment, the Foundation's technicians will ensure that the seller's declarations correspond with the seller's effective implementation of the guaranteed measures for environmental protection. In the event that the seller should violate what was promised, the Academy will set a deadline within which the same will have to adapt to the previously guaranteed measures. Failure to observe this deadline will result in immediate termination of the contract.

**Article 8: Conflict of interests**

The Seller declares, as declared by the DSAN attached to the present contract, that **CHONGQING TOP OIL PURIFIER CO., LTD** is not in conflict of interest with the Academy or any of its officials.

The Seller also guarantees, as declared by DSAN, that the effective owner of **CHONGQING TOP OIL PURIFIER CO., LTD** is **XIAO LAN** (all the documentation provided in this regard forms an integral part of this contract).

FOR THE SELLER  
CHONGQING TOP OIL PURIFIER CO., LTD  
\* Xiao Lan

FOR THE BUYER

FONDAZIONE ACCADEMIA ITALIANA DELLA MARINA MERCANTILE



FONDAZIONE  
ACCADEMIA ITALIANA  
MARINA MERCANTILE  
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C.F. 01600950100 - COD. 02180997  
Piero Viora