



**Chinaland Solar Energy Co., Ltd.**  
**合肥中南光电有限公司**

Address: Feidong New City Economic Development Zone, Hefei, 231900,  
 Anhui Province, PR China  
 Web: [www.chnland.com](http://www.chnland.com)  
 Tel/Fax: +86 551 7758555  
 E-mail: [chnland@chnland.com](mailto:chnland@chnland.com)

**SALES CONTRACT**

Contract No 合同号: SUN2108308  
 Date 日期 :Aug 2nd, 2021

Place 地点 : Hefei, Anhui, P.R. China

The Buyer (Party A) 买方: Propria Energia Importação e Exportação de Tec Ltda.	The Seller (Party B) 卖方: CHINALAND SOLAR ENERGY CO., LTD.
Adress: Rua Nicola Kafer, 714, Barra da Forqueta City: Arroio do Meio State: Rio Grande do Sul, Brazil CNPJ: 37.591.447/0001-92	Address 地址: Liaoyuan Road, Feidong New City Economic Development Zone, Hefei 231900, Anhui, P.R. China
TEL: 55 51 91741973 ATTN: Guederson Andrei Maciel	Tel 电话 : +86 551 67758499 Fax: 电传 +86 551 67758555

1. The Seller and The Buyer agree to sign sales contract under mentioned goods on terms and conditions stated below:

买卖双方, 同意按下列条款签订货物销售合同:

1.1 The buyer pays the amount of goods within the Model of O/A for 90 days set by the terms of payment.

买方在 O/A 模式的 90 天付款条件规定的期限内付清全部货款。

Item No.	Description	Size (mm)	Pm( Wp)	Quantity (pcs)	Total Pm(Wp)	UNIT PRICE (USD/W)	AMOUNT (USD)
SUN535-72M-H8	10BB Mono Half Cut Cells Panels Grade:A Brand: Sunergy	2279*1134*35	535	620	331700	0.24	79608
<b>Total FOB SHANGHAI:</b>							<b>\$79,608.0</b>
<b>TOTAL AMOUNT: U.S.DOLLAR SEVENTY NINE THOUSAND SIX HUNDRED AND EIGHT ONLY</b>							

Remarks: Above price is based on FOB Shanghai. Currency Change Rate between USD to RMB is Subject to the day of O/A contract signed.

备注: 以上价格为中国上海港口, 美元对人民币汇率以签署 O/A 合同当日的汇率价格为准。

2. **Label and Series Number:** To print and stick label and serial number sent by buyer for the solar modules.

铭牌以及条形码要求: 依据客户的铭牌格式和条形码要求, 进行印刷和标贴;

3. **Time of Shipment 装运期限**

Lead time from the day of O/A contract signed and effective.



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### 4. Terms of Payment 付款条件 :

4.1 Payment terms: Pay the amount of O/A (open account) within 90 days from shipping date by TT

付款条件: 自货物上船日算起 O/A90 天内付清款项

4.2 The unit price and total price agreed in article 1 of this contract shall be the preferential price offered by the seller to the buyer. If the buyer fails to pay the full amount within 90 days of O/ a, the buyer shall not enjoy the preferential price offered by the seller. The payment for all modules shall be performed in unit price 0.312US\$/W, and the buyer shall pay off the remaining amount within the notice date of the seller.

本合同第 1 条约定的合同单价和总价为卖方给予买方的优惠价格, 若买方未在 O/A90 天内付清全部货款的, 则买方不再享受卖方给予的优惠价格, 全部组件货款按单价 0.312US\$/W 执行, 买方应在卖方通知日期内将剩余货款付清。

4.3 If the buyer fails to pay according to the contract, the seller will no longer provide any quality assurance and power attenuation guarantee to all the products sold to the buyer, furthermore, under such circumstance, Appendix A, warranty for Chinaland or Sunergy photovoltaic modules provided by the seller will automatically expire and all the consequences arising therefrom shall be borne by the buyer.

如买方未按合同约定付款, 则卖方对所有卖给买方的产品不再提供任何质量保证和功率衰减保证, 并且, 在此情形之下, 卖方所提供的附件 A 的质保合同则自动失效, 由此产生的一切后果由买方承担。

4.4 The buyer shall not refuse or delay payment for any reason such as quality problem, delivery delay, liability sharing, etc.

买方不得以质量问题、交货延迟、责任分担等任何理由拒绝付款和拖延付款。

### 5. Acceptance 验收

5.1 Quantity and appearance acceptance 数量及外观验收

If the buyer finds any damage or shortage of the goods, it shall notify the seller in writing within two working days after the arrival of the goods, and at the same time safely, completely and properly preserve the dissenting goods and retain the evidence, and the seller shall determine The buyer acknowledges that the appearance, quantity and packaging of the goods are intact.

如买方发现货物有任何损坏、短少的, 应当于收到货物后两个工作日内书面通知卖方, 同时安全、完整、适当地保存好异议货物并留存证据, 待卖方判定, 否则视为买方认可货物的外观、数量和包装完好无缺损。

5.2 Quality acceptance 质量验收

5.2.1 After the buyer receives the goods, there is any objection to the quality of the product. The buyer shall submit the written request to the seller within ten working days (the "quality objection period") from the date of receipt of the goods, and the objection shall be kept safely, completely and properly and retained. The evidence shall be judged by the seller. Otherwise, the quality of the goods recognized by the buyer shall be deemed to be in accordance with the contract, that is, the objection and claim shall be waived.

5.2.1 在买方收货后对产品质量有异议, 买方应在收货之日起十个工作日(“质量异议期”)内向卖方书面提出, 并应安全、完整、适当地保存好异议货物并留存证据, 待卖方判定, 否则视为买方认可货物的质量符合合同约定, 即放弃提出异议和索赔。

5.2.2 If the buyer does not file a written objection within the above-mentioned quality objection





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period, the buyer shall be deemed to have accepted the delivered goods in accordance with the contract.

5.2.2 如买方在上述质量异议期内未提出书面异议, 即视为买方认可所交货物符合合同约定。

**5. Warranty for panels 保质期**

5.1. 12years warranty on material and workmanship, the seller Guarantee to fix or replacement on site

12 年的质量保证

5.2. 25 years warranty on performance power output.

(less than 10% loss of output within 10years, less than 20% loss of output within 25years.)

25 年的功率保证 (前 10 年衰减不高于 10%; 后面 15 年衰减不高于 20%)

5.3. All items Warranty set forth on Appendix A.

质保条款见附件

5.4. Seller will place additional module to meet the performance requirement of the warranty if power generated is not meeting the designation.

如果功率高于衰减, 卖方提供相应的组件弥补客户损失的功率

**6. Port of Shipment 装运港: Shanghai Port, China**

**7.Port of destination 目的港: Rio Grande, Brazil**

**8. Insurance 保险:**

To be covered by the Seller for 110% of the invoice value against all risks.

**9.Liability for breach of contract 违约责任:**

The buyer shall pay the seller liquidated damages equal to 0.05% of the total amount of the contract as of the day of delay for each overdue payment.If overdue delivery occurred by the seller, the buyer's payment time can be extended according to the seller's overdue delivery days.

买方逾期付款, 每迟延一天, 应自逾期付款之日起按合同总金额的万分之五向卖方支付违约金。如卖方逾期发货, 则买方付款时间可根据卖方逾期交货天数做相应顺延。

**10. Arbitration 仲裁 :**

All disputes in connection with this contract or execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations the case shall then be submitted for arbitration to SIAC (Shanghai International arbitration Council) , in accordance with the rules in force of the said council. The arbitration shall take place in the place stated above and the award rendered by the said council shall be final and binding upon three parties.

凡与本合同有关或因执行合同发生的一切争议, 应有双方通过友好协商解决。如果协商不能解决, 应提交上海国际经济贸易仲裁委员会按照该会现行的仲裁规则进行仲裁。仲裁裁决是不可更改的, 对双方都有约束力。

**11. Force Majeure 不可抗力 :**

Force Majeure is defined as situation/condition such as acts of god,storms,fire,war,civil war,military action,government emergency orders,stop order or strike as well as transportation accident, earthquake, tidal wave etc. The valid Force Majeure close of the ICC is applied to





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this contract. The Seller and Buyer shall not be responsible for the non-performance of this contract in case of Force Majeure, but when Force Majeure does happen the Seller or Buyer must immediately send within fifteen (15) days thereafter by registered airmail to the other party a certificate of Force Majeure issued by competent government authority issued at the place where the Force Majeure occurred. Should the effect of the Force Majeure continue for more than 120 days, the Buyer and the Seller shall discuss through friendly negotiation as soon as possible their obligation to continue performance under the terms and conditions of the present contract. Both parties agree that the Force Majeure clause of ICC will be applicable.

不可抗力是指情况/条件：如神，风暴，火灾，战争，内战的行为，军事行动，政府紧急命令，停止命令或罢工以及运输意外，地震，海啸等，有效的不可抗力，接近于 ICC 适用于本合同。卖方和买方在不可抗力的情况下不能全部履行合同的责任的，但是，当确实发生不可抗力，卖方或买方必须立即在十五（15）天内，由航空挂号邮件的方式，将政府权威机构签发的不可抗力发生的证明给到对方。如果该效果不可抗力持续超过 120 天，买方和卖方应尽快通过友好协商的方式，尽快履行合同义务。双方均同意 ICC 的不可抗力条款。

**12. Other Terms 其他条款：**

**(a) Bank Information 银行信息：**

A) Bank information：

Beneficiary Name: Chinaland Solar Energy co., Ltd

Bank name: BANK OF CHINA ANHUI BRANCH SIPAILOU SUBBRANCH

SWIFT: BKCHCNBJ780

Address: Feidong New City Economic Development Zone ,Hefei231900,Anhui,PR China

USD Account No: 182709197538

**(b) BANK CHARGES:** All bank charges outside China will be on the account of the Buyer.

银行费用：所有中国之外的银行费用均由买方承担

**(c)** This contract signed in two copies, the seller holds one copy and the buyer hold one copy.

其它：本合同一式贰份，卖方执壹份，买方执壹份。

**买方 The buyer:**

Guederson Andrei Maciel *Guederson Andrei Maciel*  
Propria Energia Importação e Exportação de Tec Ltda

