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供销合同

时: 南京组分游旅海升发有限公司

为了保证供水的正常进行,协调关系,明确各自的责任,根据《中华人民共和国合同法》的有关规定,结合供用双方的实际情况,经协商一致,订立以下条款,共同遵守。

- 1. 销售方式: 在协议期内, 甲方生产的热水, 由乙方全部包销。
- 2. 供水价格: 每吨 34元 (不包含运输费用)。
- 注:若市场水价大幅波动,甲方有权与乙方协商,按市场价格波动比例 另行确定供水价格。
- 3. 责任和义务:

甲方:

- (1) 提供达到生活用水标准的高温热水给乙方,水温大于等于 95 摄氏度。
- (2) 乙方作为甲方的唯一排它客户。
- (3) 由于甲方责任造成的供水不及时,水质不达标等问题,甲方应在最短时间内解决,以保证生产. 并视事项大小向乙方支付全额的50%—100%作为赔偿.
- (4) 由于不可抗力的原因停水,甲方不承担相应责任.





70.李净

方将承担相应的全额损失。

- (2) 乙方须提前在甲方处付款购买水票,并凭水票在甲方处取水。
- (3) 热水出厂后的运输,销售均由乙方自行负责。

4 如需修改合同条款或者合同未尽事宜 ,须经双方协商—致,签定补充协定,补充协定与合同具有同等效力。

5本合同在执行中发生纠纷,双方应及时协商解决;协商不成时,由仲裁委员会仲裁;仲裁不成时,任何一方都可以向江宁区人民法院起诉。



06.4.12







Supply and Sale Agreement

Party A: Nanjing Yunsheng New Energy Development Co., Ltd

Party B: Nanjing Runhe Water Supply Service Co., Ltd.

For the purposes that i) to keep the regular and normal water supply; and ii) to coordinate the relationship; and iii) to clarify the respective obligations and liabilities, pursuant to the relevant provisions of the Contract Law of People's Republic of China and in light with the actual situation of both the supplier and the purchaser, upon negotiation, the two parties hereby agree to reach and abide by the agreement as follows:

- 1. Method of the sale and purchase: Party B shall exclusively purchase all the hot water to be produced by Party A within the duration of this Agreement.
- 2. Price of the supplied water: RMB34/ton (excluding transportation costs)

..... (The other terms are left out in this translation version.)

Party A: Nanjing Yunsheng New Energy Development Co., Ltd Sealed

Party B: Nanjing Runhe Water Supply Service Co., Ltd Sealed