

Order Acknowledgement
订单接收通知书

To 致:

0003
深圳市福达通网络科技有限公司
龙岗街道平南社区龙岗大道6038号五洲新天地
518000 深圳市

Siemens Order No. 西门子订单号: 3009526237
Customer No. 客户号: 200082369
Department 部门: Shared DF-PD-BT BJ
Issuer/Contact Person 制单人:
Tel. No. of Contact 联系电话: +86
Fax No. of Contact 联系传真:

Client's Order No./Date 客户订单号/日期 HN20241225001 2024/12/25		Siemens Reference Number 西门子订单号 3009526237				
Delivery Address 交货地址: 深圳市福达通网络科技有限公司 龙岗区-广东省深圳市龙岗街道龙岗大道6038号米云谷AI中心四 楼430 518000 深圳市		Mode of Dispatch/Freight Paid by/Packing 发货方式/运费支付/包装 DDP Shenzhen				
Customer's Contact Person 客户联系人: 张丽丹 Department 部门: Tel. 电话: 15602433835 Fax 传真:		Additional Information 附加信息				
Item 序号	Description of Goods/Service 产品/服务说明 尊敬的客户: 非常感谢贵司的本次订单, 我司将根据贵方 订单需求供应下列产品。 谢谢! Dear Customer, We thank you to place this purchase order and will supply the items as required and as listed below. Thank you!	Delivery date 交货日期	Qty/Unit 数量	Discount 折扣%	Unit Price 单价 Currency 货币	Total Price 总计 Currency 货币
001000	103884728 6AG4010-6AB20-0XL5\工业计算机 SIMATIC IPC3000 AL:N ECCN:5A992	TBA	50 件	80.70	2,886.21 人民币	144,310.50 人民币
Page 1 of 5 第1页 共5 页						

Company Address:
Siemens Ltd.,China
7,Wangjing Zhonghuan Nanlu
Chaoyang District
Beijing 100102, P.R.China
Tel.: (0086-10) 6472 1888
Homepage: www.siemens.com.cn

公司地址:
西门子(中国)有限公司
北京市朝阳区
望京中环南路7号
邮政编码: 100102
电话: (0086-10) 6472 1888
网址: www.siemens.com.cn

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Item 序号	Description of Goods/Service 产品/服务说明	Delivery date 交货日期	Qty/Unit 数量	Discount 折扣%	Unit Price 单价 Currency 货币	Total Price 总计 Currency 货币
	RESERVATION CLAUSE Siemens shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. 保留条款 如西门子因遵守国内、国际外贸规定或海关规定或任何禁运、制裁规定而无法履行本合同, 则西门子不再承担履行本合同的义务。					
Page 2 of 5 第2页 共5 页						



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Export Control and Sanctions Compliance, No Re-Export to Russia and Belarus 1 [Customer] shall comply with all applicable sanctions, embargoes and (re-) export control laws and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "Export Regulations"). 2 Prior to any transaction by [Customer] concerning goods (including hardware, software, technology and corresponding documentation) delivered by Siemens ("Goods"), or works and services (including maintenance and technical support) performed by Siemens ("Services") with a third party, [Customer] shall check and certify by appropriate measures that a. the [Customer]'s use, transfer, or distribution of such Goods and Services, the brokering of contracts or the provision of other economic resources in connection with Goods or Services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion) b. the Goods and Services are not intended or provided for prohibited or unauthorized noncivilian purposes (e.g., armaments, nuclear technology, weapons, or any other usage in the field of defense and military); c. [Customer] has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the Goods and Services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and d. Goods and Services within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (a) exported, directly or indirectly (e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such Goods and Services to Russia or Belarus. 3 No Re-Export to Russia and Belarus 3.1 Applicable scope. Instead of Section 2 d) this Section 3 shall apply to [Customers] with its registered seat within a country outside the European Union with the exception of partner countries listed in Annex VIII to the Regulation (EU) No 833/2014. 3.2 Re-Export prohibition. The [Customer] shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any Goods supplied by Siemens in connection with this Agreement 3.3 Downstream provision. [Customer] shall undertake its best efforts to ensure that the purpose of Section X.3.2 is not frustrated by any third parties further down the commercial chain, including by possible resellers. 3.4 Monitoring. The [Customer] shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 3.2 3.5 Remedies. Any violation of paragraphs 3.2, 3.3 or 3.4 shall constitute a material breach of an essential element of this Agreement, and Siemens shall be entitled to seek appropriate remedies, including, but not limited to: a. request a plan to remedy the infringement, b. claim penalties in the amount of [the price of the re-exported Goods or x % of the contractual value whichever is higher] c. rescind the [affected contract], d. suspend any of its business relationships with the [Customer and/or any Customer Affiliate], until the breach of paragraph 3.2 is						
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Department 部门: Shared DF-PD-BT BJ
Issuer/Contact Person 制单人:
Tel. No. of Contact 联系电话: +86
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	remedied; and/or e. terminate the [Contract]. 4 Semiconductor development: Customer will not, without Siemens' prior written consent, use Goods to develop or produce integrated circuits at any advanced semiconductor fabrication facility located in the Peoples Republic of China and further restricted locations meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23. 5 Upon request by Siemens, [Customer] shall promptly provide Siemens with all information pertaining to the particular end customer, the particular destination, the particular intended use of Goods and Services and any problems in applying paragraphs 3.2, 3.3 or 3.4, including any relevant activities by third parties that could frustrate the purpose of paragraph 3.2. [Customer] will notify Siemens prior to [Customer] disclosing any information to Siemens that is defense-related or requires controlled or special data handling pursuant to applicable government regulations, and will use the disclosure tools and methods specified by Siemens. 6 [Customer] will indemnify and hold harmless Siemens, its affiliates, subcontractors, and their representatives, against any claims, damages, fines and costs (including attorney's fees and expenses) relating in any way to [Customer]'s noncompliance with this [Section X], including [Customer]'s and its third party business partners' violation or alleged violation of any Export Regulations, and [Customer] will compensate Siemens for all losses and expenses resulting thereof. 遵守出口控制法规, 以及不得再出口到俄罗斯和白俄罗斯 1 [客户]应遵守所有适用的制裁、禁运和(再)出口管制法律法规, 并且在任何情况下, 均应遵守中国、欧盟、美国 and 任何当地适用辖区的法律法规(统称为“出口法规”)。 2在[客户]与第三方就西门子交付的货物(包括硬件、软件、技术和相应文件, 统称为“货物”)或西门子完成的工作和服务(包括维护和技术支持, 统称为“服务”)进行任何交易之前, [客户]应通过适当措施检查并证明 a. [客户]使用、转让或分销此类货物和服务、或为货物和服务有关的合同提供经纪服务, 或提供与货物和服务有关的其它经济资源, 将不违反任何出口法规和任何对规避禁运的禁令措施(例如, 通过不当转移); b. 货物和服务不得试图或提供用于禁止或未经授权的非民用目的(例如, 军备、核技术、武器或国防和军事领域的任何其他用途); c. [客户]已根据出口法规中与所列实体、个人和组织进行交易的所有适用限制清单, 对所有直接和间接参与接收、使用、转让或分销货物和服务的各方进行了筛选; 和 d. 未经出口法规允许, 出口法规各附件中规定的物品相关限制范围内的货物和服务不得(a)直接或间接(例如通过欧亚经济联盟(EAEU)国家)出口至俄罗斯或白俄罗斯, 或(b)转售给事先承诺不向俄罗斯或白俄罗斯出口此类货物和服务的任何第三方业务伙伴。 3禁止再出口到俄罗斯和白俄罗斯 3.1适用范围 与第2d节相反, 第3节应适用于其注册所在地在欧盟以外国家/地区的[客户], 但第833/2014号法规(EU)附件VIII中列出的伙伴国家除外。 3.2 [客户]不得将卖方在本销售合同项下或与本销售合同有关而提供的任何货物直接或间接地向俄罗斯联邦或白俄罗斯出售、出口或再出口, 或用于在俄罗斯联邦或白俄罗斯境内使用。 3.3 下游规定 [客户]应尽其最大努力确保供应链下游的任何第三方(包括可能的转售商)不会影响第3.2条约定的实现。 3.4监测 [客户]应建立并维持适当的监督机制, 以发现供应链下游的任何第三方(包括可能的转售商)会影响第3.2条约定实现的行为。 3.5补救措施 对第3.2, 3.3或3.4条的任何违反将构成对本销售合同关键内容的实质性违反, 卖方应有权寻求适当的救济, 包括但不限于:					
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Issuer/Contact Person 制单人:

Tel. No. of Contact 联系电话: +86

Fax No. of Contact 联系传真:

a. 请求提供侵权补救计划 ; b. 主张再出口货物价格或销售合同价值的 5% (以较高者为准) 的违约金 ; c. 取消受影响的合同 ; d. 中止与买方和/或任何买方关联公司的业务关系, 直至第 3.2 条项下的违约行为获得纠正 ; 和/或 e. 终止本销售合同。 4 客户在位于中国和美国《出口管制条例》(15 C.F.R. 744.23) 规定的进一步受限地点的先进半导体制造设施中, 使用[西门子提供的产品]开发或生产集成电路, 需事先取得西门子的书面同意。 5 根据西门子的要求, [客户]应立即向西门子提供与特定最终客户、特定目的地以及货物和服务的特定预期用途有关的所有信息, 以及在适用第 3.2、3.3 或 3.4 款时遇到的任何问题, 包括第三方可能妨碍第 3.2 款目的的任何相关活动。[客户]将在[客户]向西门子披露任何与 国防相关或需要根据适用政府法规进行受控或特殊数据处理的信息之前通知西门子, 并将使用 西门子指定的披露工具和方法。 6 [客户]将赔偿并使西门子、其附属公司、分包商及其代表免受任何与[客户]不遵守本[第 X 节] 相关的索赔、损害、罚款和费用 (包括律师费和费用), 包括[客户]及其第三方业务伙伴违反或被指控违反任何出口法规, [客户]将赔偿西门子由此产生的所有损失和费用。 The Special Price under this Order is subject to the following Preconditions: the Goods shall be sold only to [Han's Laser Technology Industry Group Co. Ltd.] and/or for the specific project as agreed. In case of breach of the Preconditions, such as but not limited to, providing Goods with Special Price to other customers or projects, or not providing the entire amount of the Goods for which the Special Price is applied to the agreed customer or project, the Seller shall be entitled to exercise any right or remedy as stipulated in the Agreement (such as cancelling the Special Price granted to Buyer, ceasing approval of Special Price etc.). 本订单下特殊价格适用的交易条件为 : 相关货物应仅 销售至约定的【大族 激光 科技产业集团 股 份 有 限 公 司】和/或特定项目。如果 买方违反该 交易条件, 例如但不限于将享 有特殊价格的货物销售至其他客户或项目, 或未将适用特殊价格的所有数量的货物用于该 客户或项目, 则卖方有权主张协 议 约定的违约责任 (例如, 撤 销已授予 买方的特殊价格、停 止授予特殊价格等)。					
Terms of Payment 付款条件: 定单确认后三天内全额预付货款		Net Amount 总价(不含税): 人民币		144,310.50	
		VAT(增值税): 人民币		18,760.37	
Delivery Date is in accordance with the prompt reconfirmation and payment, 交货日期基于客户及时的定单确认及付款。		Total Amount Including Tax 总价(含税): 人民币		163,070.87	
Unless otherwise specifically varied herein, this order is subject to the latest valid framework agreement and its annexes signed by both parties.If there is no framework agreement between the parties, this order is subject to the Siemens General Conditions for Sales as attached. 除非此处另有规定, 本订单应受双方最新签署的有效框架协议 议 及其附件的约束。如双方之间不存在框架协议 议 , 则受所附之西门子销售一般条件约束。					

Page 5 of 5