

Kraft Heinz (Yangjiang) Foods Co., Ltd. 1.3439MWp
Rooftop distributed PV power station Project
卡夫亨氏（阳江）食品有限公司 1.3439MWp 屋顶分布
式光伏发电电站项目

Engineering, Procurement and Construction (EPC)
Contract

设计采购施工（EPC）工程总承包合同


Yangxi Symbior Solar Technology Co., Ltd.
阳西县新必奥光伏科技有限公司

And
以及


Zhejiang Xizi Union Engineering Co., Ltd.
浙江西子联合工程有限公司

Date: 3rd June, 2021
日期: 2021 年 6 月 3 日

Contract Agreement

合同协议书

This Contract Agreement is made the 17th day of May, 2021, by and between the following parties:
本合同协议书于以下双方之间于 2021 年 5 月 17 日订立:

PARTIES

合同当事人

- Yangxi Symbior Solar Technology Co., Ltd., a company incorporated and registered under the laws of the People's Republic of China (the "PRC" or "China") and having its registered office at [Room 5106, Zhongshan Torch (Yangxi) Industrial Transfer Industrial Park (Service Area Office Building), Yangxi County], the People's Republic of China (the "Owner");
阳西县新必奥光伏科技有限公司, 一家根据中华人民共和国(下称“中国”)法律注册成立的公司, 其注册地址位于阳西县中山火炬(阳西)产业转移工业园(服务区办公楼)5106 室(简称“发包人”).
- Zhejiang Xizi Union Engineering Co., Ltd., a company incorporated and registered under the laws of the People's Republic of China and having its registered office at [Building 1, No. 883, Gongkang Road, Chongxian Street, Yuhang District, Hangzhou City, Zhejiang Province, the People's Republic of China] (the "Contractor").
浙江西子联合工程有限公司, 是根据中华人民共和国法律注册成立、注册办公地点为中国浙江省杭州市余杭区崇贤街道拱康路 883 号 1 幢(简称“承包人”).

RECITAL:

鉴于:

1. The Owner intends to construct, own and operate [Kraft Heinz (Yangjiang) Foods Co., Ltd. 1.3439MWp Rooftop distributed PV power station Project] (the "Project").
发包人计划建造、拥有并运营[卡夫亨氏(阳江)食品有限公司 1.3439MWp 屋顶分布式光伏发电电站项目](简称“工程”).
2. The Contractor represents that it has the experience, expertise, capability and know-how to ensure that the design, engineering, procurement and construction of the Project shall enable the Project to be constructed, commissioned, tested, delivered and capable of being operated in a reliable, safe, efficient and environmentally responsible manner in accordance with the requirements under this Contract.
承包人表示其具有相关经验、专业知识、能力和专业技能, 可确保对项目所进行的设计、工程、采购和施工能够使项目以可靠、安全、高效和环保的方式完成建设、调试、试验、交付和运行, 并符合本合同的要求。
3. In reliance on the representations in Recital B, the Owner wishes to engage the Contractor to perform the Works its obligations on the terms to be agreed in definitive project agreement(s) to be agreed and entered between Contract Parties.
基于承包人在建议条款(B)部分中所作陈述, 发包人希望聘用承包人, 按照双方商定并签署的最终项目协议中的条款履行工程建设义务。

The Owner and the Contractor agree as follows:

发包人和承包人达成以下协议:

1. This Contract Agreement and the following documents shall collectively constitute the Contract Documents:

本合同协议书与下列文件一起构成合同文件:

- (1) the documents formed during the execution and performance of the Contract;
合同签署和履行过程中形成的文件
- (2) the Special Terms of the Contract;
专用合同条款
- (3) the General Terms of the Contract;
通用合同条款
- (4) Owner's Requirements
发包人要求
- (5) the Appendices;
附录
- (6) the Other Contract Documents.
其它合同文件

The aforesaid documents shall supplement and interpret each other. In case of any ambiguity or inconsistency, the document having a prior sequential order set out in the Contract shall prevail. If a supplementary agreement is involved in the execution of the contract and the contents agreed in the supplementary agreement are inconsistent with the contract documents, the contents of the supplementary agreement of the latest date shall prevail.

上述文件互相补充和解释。如有不明确或不一致之处,以合同约定次序在先者为准。若合同执行过程中涉及补充协议,补充协议约定的内容与合同文件不一致时,以最近日期的补充协议内容为准。

2. Name of Project: Kraft Heinz (Yangjiang) Foods Co., Ltd. 1.3439MWp Rooftop distributed PV power station Project

项目名称: 卡夫亨氏(阳江)食品有限公司 1.3439MWp 屋顶分布式光伏发电电站项目

Place of Project: 1 Kraft Heinz Avenue, Zhigong Town, Yangxi County, Yangjiang City, Guangdong Province

项目地点: 广东省阳江市阳西县织篢镇卡夫亨氏大道 1 号

Details of Project: A 1.3414MWp rooftop PV station installed on the concrete rooftops of Kraft Heinz (Yangjiang) Foods Co., Ltd. The project is using self-consuming model which support the factory cost efficiency and emission reduction.

项目详细信息: 在卡夫亨氏(阳江)食品有限公司的水泥屋顶上建设 1.3439MWp 光伏电站,采用自发自用的形式,帮助工厂节能减排。

Approved Project Code: 2020-441721-44-03-107104

备案项目代码: 2020-441721-44-03-107104

Source of Funds: The Owner Self-raised

资金来源: 发包方自筹

3. Scope of Contracted Works: (Scope of Works)
合同工程范围: (工程范围)
All works in respect of the engineering design, procurement and construction of the Project, including the design, engineering, manufacturing, supply, construction (including the waterproofing work of the roof-owner), erection, completion, interconnection, commissioning, testing and deliver of the Project, supported by suitable performance guarantees and bonding. See Appendix 2 (Owner's requirements) for details.
由适当的履约保证和保函担保的项目工程设计、采购和施工方面进行的所有工作, 包括设计、工程师、制造、供应、施工(包括屋顶业主屋面的防水处理)、安装、竣工、连接、调试、试验和交付项目。详见附件 2 (发包人要求)。
4. Contract Price: Renminbi 5,509,990.00 (In words: RMB Five million Five hundred and Nine thousand Nine hundred and Ninety), among it the equipment price is RMB4,132,492.50 including 13% VAT and the construction price is RMB1,377,497.50 including 9% VAT.
合同价款: 人民币 5,509,990.00 元整 (人民币伍佰伍拾万玖仟玖佰玖拾元整), 其中设备价格为人民币 4,132,492.50 元含 13% 的增值税, 施工安装价格为人民币 1,377,497.50 元含 9% 的增值税。
5. Contractor's Project Manager: Mr. Ye Haiyun; Person in charge of Design: Mr. Zhu Yide; Person in charge of Construction: Mr. Ren Yingwei.
承包人项目经理: 叶海云; 设计负责人: 朱亦德; 施工负责人: 任英伟。
6. Standard and Requirements for Quality of Works: See Appendix 2 (Owner's Requirements).
工程质量应当符合的标准和要求: 参见附录 2 (发包人要求)
7. The Contractor undertakes to be responsible for design, implementation, completion and defect repair of the Works pursuant to the Contract.
承包人承诺按合同约定承担工程的设计、实施、竣工及缺陷修复。
8. The Owner undertakes to pay the Contract Price under such conditions, at such time and by such method as agreed in the Contract.
发包人承诺按合同约定的条件、时间和方式向承包人支付合同价款。
9. The Contractor's projected commencement date: 15th June, 2021. The actual commencement date shall be subject to the commencement date set out in the Notice to Proceed. The Construction Period shall be 75 days during which the project shall reach 100% capacity finished grid connection.
承包人计划开工时间: 2021 年 6 月 15 日。实际开工日期按照监理人开工通知中载明的开始工作日期为准。工期为 75 天, 在此工期内需确保完成全容量并网。

10. For any issue not covered herein, the Parties shall enter into a supplementary agreement. The supplementary agreement shall be an integral part of the Contract.
合同未尽事宜，双方应另行签订补充协议。补充协议是合同的组成部分。

Owner: Yangxi Symbior Solar Technology Co., Ltd.

发包人: 阳西县新必奥光伏科技有限公司

(company seal)

(公章)

Legal Representative or its Agent: Mr. TO Man Hong

法人代表或代理人: 杜汶康

Date: _____

日期: _____

Contractor: Zhejiang Xizi Union Engineering Co., Ltd.

承包人: 浙江西子联合工程有限公司

(company seal)

(公章)

Legal Representative or its Agent: Mr. He Jianneng

法人代表或代理人: 贺健能

(Signature)

(签名)

Date: _____

日期: _____