



中美多宝集团 (风投) 有限公司
多宝集团 (誉美亚) 有限公司
多宝誉美亚置业投资行
深圳市多宝投资有限责任公司

ER-USA Group (VC) Limited
E.R. Group (USIA) Co., Ltd.
ERUSIA Property Investment
S.Z. E.R. Investment Co., Ltd.

网页 <http://www.erusagroup.com> 电邮: billyvong@erusagroup.com hongkong@erusahroup.com

电话: 86- 139 2288 6718	86- 153 3816 0829	852- 6918 3158	852-2491 0811
Our Ref.:	TO:	From: 黄北利	Date:10-2010
Your Ref.:	Attn.:	Of: 香港多宝	备注:format

DESCRIPTION OF INDONESIAN STEAM COAL

NCV 5500-5300 Kcal/kg ARB

销售和采购印度尼西亚蒸汽煤 NCV 5500-5300 Kcal/kg 为基准的说明

The actual Sale Purchase Contract<total 25 pages> of **Indonesian Steam Coal NCV 5500-5300 Kcal/kg ARB** is made on **XX -xxx- 2010** ("Agreement") by and between: 销售正式合同<25 页>和采购印度尼西亚蒸汽煤 NCV 5500-5300 Kcal/kg 为基准的合同是在 **xx of xxx 2010** 签订于:

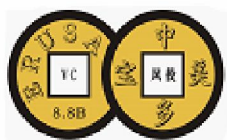
BETWEEN

1. **XXXXXX**, a Company incorporated in XXXXXXXXX with its business address at **XXXXXXXXXXXXXXXXXXXXXX** (hereinafter referred to as the "**Buyer**")
(以下简称**买方**);

AND

2. **ER-USA Group(VC) Limited** , a company incorporated in Hong Kong with its business address at Add.: **25/fl., Tower 1, Tern Center, 237-151,Queen's Road Central,Central,HongKong**.Tel.:+852-69183158+852-24910811email:hongkong@erusagroup.com (hereinafter referred to as the "**Seller**")

(中美多宝集团<风投>股份有限公司地址: 香港,中環,皇后大道中, **237-251 號, 太興中心, 第一座,25 層, 電話 : +852-6918 3158 電郵 : 以下简称**卖方****);



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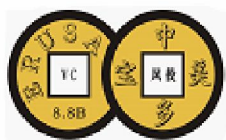
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3. DEFINITIONS (定义)

- 3.1 Metric Ton (1,000Kg). 公吨 相当于一千公斤物体质量。
- 3.2 Bill of Lading 海运提单
- 3.3 Loading Port **TABONEO PORT**, SOUTH KALIMANTAN, INDONESIA 装货码头
印度尼西亚南加里曼丹, **TABONEO** 港. 或由卖方指定港口。
- 3.4 Discharge Port The safe port/berth designated by the Buyer as final receiving destination. 卸货码头 买方应不迟于双方同意的租船受载期开始之前的 14 天, 指定的安全港口/泊位作为最终的目的港告知卖方。
- 3.5 FOB/C&F : 离岸价/到岸价
- 3.6 PT. Sucofindo PT. Sucofindo. 印度尼西亚国家调查检验公司。
- 3.7 SGS Societe Generale de Surveillance, Indonesian Branch
瑞士国家调查检验公司印度尼西亚分公司。
- 3.8 CCIC Any member of China Certification and Inspection Group.
中国检验认证集团之成员公司。
- 3.9 ARB As Received Basis. 所收到的基准。
- 3.10 ADB Air Dried Basis. 指空气干燥基。
- 3.11 Cargo 指装运的煤。
- 3.12 Coal Steam coal exploited by the Seller from Indonesia.
指卖方开采的印度尼西亚动力煤。
- 3.13 kcal/kg Kilocalories of energy per kilogram of coal.
指每千克煤炭的发热量 (千卡)
- 3.14 Commodity Steam Coal, Gross Calories Value (6300-6100kcal/kg, ADB).
商品名称 动力煤, 空干基高位发热量 6300-6100 Kcal/kg
- 3.15 C / O South Kalimantan, Indonesia.
原产地 南加里曼丹印度尼西亚煤矿。
- 3.16 Min. Shipment **50,000MT (+/-10%)** 试单数量
- 3.17 Monthly Supply **100,000 MT/month (+/-10%)** 每月可供数量
- 3.18. Annual Supply : **1,250,000 MT (+/-10%)** 每年可供数量。



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4. QUALITY/SPECIFICATION AT LOADING PORT 在起运港确保的商品质量、规格

The Seller guarantees that the quality of the product will meet the following specifications should be analyzed according to ISO/ASTM Standard.

卖方保证产品的质量将符合以下规格按 ISO/ASTM 标准检验。

4.1 Net Calorific Value (ARB)	5500Kcal/kg	(<5200Kcal/Kg Reject)
高发热量	收到基低位发热	5500Kcal/kg (<5200Kcal/kg 拒收)
4.2 Total Moisture (ARB)	16% max	(>18%> Reject)
全水份	所收到的基准	16% max (>18%>拒收)
4.3 Inherent Moisture (ADB)	12% max	(>12% Reject)
内在水份	空气干燥基	12% max (>12%>拒收)
4.4 Ash Content (ADB)	15% max	
灰份	空气干燥基	15% max
4.5 Fixed Carbon (ADB)	By Difference	
固定碳	空气干燥基	不固定比例
4.6 Volatile Matter (ADB)	44% max	
挥发份	空气干燥基	44% max
4.7 Total Sulphur (ADB)	0.9% max	(>1%Reject)
总含硫量	空气干燥基	0.9% 最大值 (>1%拒收)
4.8 Hardgrove Index	42 - 50	
哈氏可磨指数		42 - 50
4.9 Size Distribution :	2 mm - 50 mm >90%	
颗粒度:		2 mm - 50 mm >90%
4.10 Ash Fusion Temperature (IDT,deg.C)	>1300 deg.C	(< 1200 deg.C-Reject)
灰熔点(IDT, deg.C)	>1300 deg.C	(< 1200 deg.C-拒收)

5.PRICE for NCV 5500-5300 Kcal/kg ARB< to be quoted as per Buyer with China Import Right of Coal >电煤 5300-5500 大卡 价格只限报给有中国进出口权的单位



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6.PRICE ADJUSTMENT/PENALTIES will be calculated according to China CCIC

Inspection standards at Loading Port 价格调整根据 **CCIC** 在装运港商检报告为准

If the actual Total Moisture (ADB) of the cargo exceeds 18%,then the invoice weight of the cargo for payment shall be adjusted in following formula:

6.1 Invoice Weight =

Weight of Cargo in Certificate of Weight x (1- Actual Total Moisture) / (1-16%)

如果全水分(ADB) 大于 16%,那么用于付款的发票重量应该按照如下公式调整:

发票重量 = 重量证书上的货物重量 x (1-实际全水分) / (1-16%)。

6.2 excess Total Sulphur (ADB). 关于过多的硫含量 (ADB) 。

Total Sulphur (ADB) must not be more than 1.0% and the Buyer has the right to reject the cargo if Total Sulphur is above 1.0%.

硫含量不得高于 1.00%, 并且如果高于 1.0%买方有权拒收。

6.3 If Ash Content exceeds 15%, USD1.00/MT to be deducted from the total value of the invoice. 如果灰份高于 15%, 价格将扣除按美元 1.00/吨计算。

6.4 For Air Dried Basis Content 空气干燥基低位发热量

6.4.1 Premium: 奖励:

For each 1 Kcal/Kg of Net Calorific Value (ARB) above 5500 Kcal/Kg (ARB) premium is at USD 0.0125/MT. Any Premium above NCV 5500kcal/kg (ARB) will be absorbed by the Buyer. 每 1Kcal/kg 高于 NCV 5500 Kcal/kg, 价格 增加美金 0.0125 元/吨, 增加的部分由买方承担。Maximum premium is set at NCV 5750Kcal/kg (ARB) 超过 NCV 5750Kcal/kg (ARB) 以上, 就不再奖励

6.4.2 Penalties: 惩罚:

For each 1Kcal/Kg of Net Calorific Value (ARB) below 5300 Kcal/Kg (ARB) price will deduct USD0.0125/MT. Any Premium below NCV 5500kcal/kg (ARB) will be absorbed by the Seller. 每 1Kcal/kg 低于 NCV 5300 Kcal/kg, 价格扣除美金 0.0125 元/吨, 扣除的部份应由卖方承担。

6.4.3 If Coal content falls below NCV 5200 Kcal/Kg (ARB) the shipment is rejected.

买方能拒收如果蒸汽煤低于 NCV 5200 Kcal/Kg (ARB) 。



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6.4.4 If the delivered cargo is proved to be duly rejected by analysis results according to CLAUSE 4.+6. (QUALITY/SPECIFICATION), the Buyer has the right to reject the shipment of cargo and request the Seller to take correspondent corrective measures in a reasonable period. 如果交付货物根据合同第 4 条+第 6 条(质量/商品规格) 经检验断定应被拒收, 买方有权拒收货物并要求卖方在合理的时间内采取相应的补救措施。

6.4.5 In case of rejection, the Parties shall immediately seek in good faith to agree on a settlement for such shipment. If the Buyer selects to accept the shipment of cargo instead of rejection, the settlement of such Shipment, including reduction in price, shall be discussed in good faith between the Buyer and the Seller.

一旦出现了拒收, 双方应本着最大善意对如何处置该船货物尽快做出安排。如果买方选择接受该船货物而不是拒收, 双方应友好协商如何处置该船货物, 包括降价措施等。

7. PAYMENT TERMS 付款方式

100% contracted value ,by an **Irrevocable, Transferable, divisible** Letter of Credit **at sight** with terms as per ICC600 ,to be issued in favor of SELLER
买家按ICC600 条例开出 100%货款的不可撤销即期信用证给卖方的银行:

8.PERFORMANCE BOND 履约保函

Performance Bond via the Seller's bank in favor of the Buyer covering 2% of the total value of **ACCEPTABLE** LC to the Buyer's bank within 7 working days from the receipt of DLC.

卖方一旦收到并**确认可接受**上述信用证后, 即应在 7 个工作日内通过卖方银行向买方银行开出以买方为受益人的、金额为信用证总价值 2%**履约保函**。

9. DELIVERY 交货

9.1 The First Delivery shall be delivered within **30** days after receipt of Payment Instruction. 交货试单数量应在收到并确认上述信用证起 **30** 天内交付。

9.2 72 hours before the ship arrives at the discharge port, the Vessel Master must inform the Buyer and the discharge port of its Shipping Agent, boat name, tonnage, flag, the size of the boat, etc... This information must be sent again 48, 24, and 12 hours before arrival.



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在船到达卸货港 72 小时前,船长应通知买方和卸货港的船务代理,船名,吨位,悬挂旗帜,吃水等;以及分别在船到港 48, 24 和 12 小时前通报准确的到达时间

- 9.3 72 hours after leaving the loading port, the Seller's Shipping Representative must email or fax to the Buyer's office the vessel's sailing date, the name of the steamship company, tonnage, the age of the vessel, its flag, the Bill of Lading number, contract number, net quantity loaded, name of commodity, and estimated time of arrival (ETA).

货船离开装运港后的 72 小时内,卖方的船运代理必须以电邮/传真形式通知买方货船启航日期,指定货船名称,吨位,船龄,船旗,海运提单号,合约号,净装运数量,货物名称及预期到达卸货港日期(ETA)

- 9.4 Discharging rate is 10,000 MT per weather working days 24 consecutive hours, Sunday & Holiday Including basis vessel has minimum 4 hatches / 4 hold.
卸载率 10,000mt/每个工作日连续 24 小时, 周日及节假日包括基础船舶至少有 4 个舱口和 4 个船舱
- 9.5 At the Discharging port, Vessel shall be consigned to a port agent nominated by the Buyer / Seller and appointed by Owner, subject to Owner's approval for port disbursement.
- 9.6 在卸货港, 船舶应委托一个由买方或者卖方提名和船主任命的港口代理, 前提是船主同意为该港口支付。Demurrages 滞期费
- 9.7 Any costs and expenses incurred due to any delay at the Discharging Port, the demurrage will be under the Buyer's responsibility. For the avoidance of doubt, the Mother Vessel shall be deemed to have arrived at the Discharging Port once it physically arrives (not berth) at the Discharging Port authority area.

于卸货港的耽搁而造成的任何费用及开支, 滞期费是买方的责任。为避免分歧, 一旦船体到达卸货 (不是指泊位) 所在的官方海域, 即应被视为已经抵达卸货港

10 CLAIMS 索赔

- 10.1 Any claims that either party may have, due to an occurrence, have to be submitted to the other party within a period of one (1) month from the date of that occurrence 任何一方向另一方提赔, 必须自发生日起 1 个月内提出。



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10.2 If within Fifteen (15) calendar days from date of discharge of the vessel, the Buyer fails to inform the Seller of non-compliance, the commodity will be deemed to have been accepted by the Buyer, and the Seller will no longer accept any claims.

卸货港检测报告出具后 15 天内,买方没有通知卖方要求索赔,那视为买方接受了此商品,卖方将不再接受提赔要求。

11 APPLICABLE LAW 适用的法律

This Agreement shall be interpreted in accordance with British laws.

本合同适用的法律为英國法律。

12 ARBITRATION 仲裁

All disputes arising in connection with the signed contract shall be settled in an amicable way firstly. Should the parties reach no agreement, and then the case shall be brought for final settlement under the rules of Conciliation and Arbitration of the International Chamber of Commerce in **SINGAPORE**, by one or more arbitrators appointed in accordance with the said Rules. The arbitration results will be final and binding to both seller and buyer.

所有因执行已签署合同产生的争议应通过友好协商解决,协商不成,可以提交新加坡国际商务仲裁院根据规则仲裁,仲裁院将指定一名或多名仲裁员来仲裁

13. ICC 国际商会

13.1 ALL THE INVOLVED Parties do hereby accept and agree to the provisions of the International Chamber of Commerce for Non-Circumvention and Non-Disclosure with regards to all and anyone of the Parties in this transaction for at least Five (5) years from the date hereof 参与各方接受并同意国际商会关于不可外洩及不可跨越条约之规定必须严格遵守至 5 年。 .

13.2 English is the only lawful language in the SALES contract. This agreement contains the entire understanding between the parties with respect to the transactions contemplated hereby and can only be amended by a written agreement. Any prior agreement, written or verbal is deemed merged herein and shall be superseded by this agreement.

双方对达成的合同内容完全理解,凡合同修改必须以书面形式,合同签订前所有的书面及口头往来的信函等均被本合同取代。成交合同指定英文为法定语言。

[END OF CLAUSES] 条款结束

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