

PURCHASE AGREEMENT

唐界传媒中国产品及服务采购协议

T/CAP - 20250307, Rev. Version

PARTIES CONCERNED

协议双方

Purchaser: Tang Cultural Media (Shanghai) Co., Ltd. ("Purchaser")

采购方: 唐界文化传媒(上海)有限公司(简称"采购方")

Supplier: [Personal Name/Company Name] ("Supplier")

供应方: _____ (简称"供应方")



SCOPE OF SERVICES / PRODUCTS

产品 / 服务范围

Supplier shall provide the services/products as described in Attachment A, which forms an integral part of this Agreement. Purchaser shall conduct quality inspection within 3 business days post-delivery. Rejected deliverables require Supplier's correction within 48 hours. Maximum 3 correction attempts allowed.

供应方应按附件规定的内容提供服务 / 产品, 附件为本协议不可分割的组成部分。采购方应在供应方交付后三个工作日内完成质量检验。供应方针对不达标部分必须在四十八小时内予以修正。双方确认修正次数以三次为限, 本协议自修正次数突破前款约定日起自动终止。采购方有权在本协议终止之后的五个工作日内向供应方发出书面通知要求退还已支付的全部采购款项。

CONFIDENTIALITY

保密条款

Supplier shall not disclose any business, technical, or operational information related to this Agreement to any third party without Purchaser's prior written consent.

未经采购方事先书面同意, 供应方不得向任何第三方披露与本协议相关的商业、技术或运营信息。

Supplier shall indemnify Purchaser for all losses incurred due to unauthorized disclosure, including but not limited to legal fees and reputational damages.

供应方应对未经授权披露导致的全部损失承担赔偿责任, 包括但不限于诉讼费用及商誉损失。

INTELLECTUAL PROPERTY

知识产权

All copyrights of deliverables automatically transfer to Purchaser upon full payment. Supplier retains no usage rights without written authorization.

全部交付物版权于足额付款后自动归属采购方, 未经书面授权供应方不得保留使用权。

PAYMENT TERMS

付款条件

Payment shall be made within 10 days after reputational's receipt of valid tax invoices, either by cash or bank transfer to Supplier's designated account.

采购方应在收到有效税务发票后十个工作日之内, 以现金或银行转账方式支付至供应方指定账户。

Late payments shall accrue interest at 0.05% per day of the overdue amount.

逾期付款按未付金额每日0.05%计收滞纳金。

TERMINATION

协议终止

Either party may terminate this Agreement with 15 days' written notice if the other party materially breaches confidentiality obligations or becomes insolvent.

任一方可提前15天书面通知终止协议, 若另一方严重违反保密义务或发生破产情形。

GOVERNING LAW

适用法律

This Agreement shall be governed by the laws of the People's Republic of China. This Agreement shall not become operative until all pages are consecutively sealed with the corporate chops of both Parties.

本协议适用中华人民共和国法律。协议每页须经双方盖章, 确保骑缝章覆盖从第一页至最后一页侧面的完整范围才能正式生效。

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ATTACHMENTS

协议附件

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Supplier: [Personal Name/Company Name] ("Supplier")

供应方: _____ (简称"供应方")



SERVICE/PRODUCT DESCRIPTION

服务 / 产品描述

Supplier shall provide the following services/products (collectively "Deliverables") as expressly defined below:

供应方应按以下明确说明提供相应服务产品(统称“交付物”):

☐ Service(s) 服务类

Supplier to complete:

供应方填写

▪ Service Type (服务类型及含税总价): _____

▪ Service Date (服务日期): _____

▪ Detailed Description (详细说明): _____

[供应方在此处逐条描述服务内容、执行方式、技术参数、考核指标及交付成果]

☐ Product(s) 产品类

Supplier to complete:

供应方填写

▪ Product Name (产品名称及含税总价): _____

▪ Specification Parameters (规格参数): _____

[供应方在此处列明型号、技术指标、数量等]

▪ Compliance Standards (合规标准): ☐ ISO ☐ GB ☐ Other _____