资产评估委托合同
Asset Valuation Appointment Agreement

致：中国交通建设股份有限公司，上海振华重工（集团）股份有限公司

Prepared for:
China communications construction company Ltd and,
ZPMC（Shanghai Zhenhua Heavy Industries Co., Ltd.）

服务机构　：北京国友大正资产评估有限公司
Prepared by: Beijing Guoyou Dazheng Appraisal and Advisory Co., Ltd
编号：2023-159A
No.:　2023-159A

日期：2023 年　　月　　日
Date：[　　　] 2023

协议编号：2023-159A
Agreement No.: 2023-159A

委托方及付款方：
Client & Payer:

中国交通建设股份有限公司国际工程分公司

(China Communications Construction Company limited)

以下简称“中国交建” Hereinafter referred to “CCCC”

法定代表人：孙立强

Legal representative:

地址：北京德胜门外大街85号A座 邮编：100088
Address: Postcode:

联系人姓名：彭巍
Contact name:

联系方式：手机：18110032551 电话：
Contact details: Mobile: Telephone:

邮箱：pengwei@ccccltd.cn
Email:

上海振华重工（集团）股份有限公司（Shanghai Zhenhua Heavy Industries Co., Ltd.）

以下简称“振华重工” Hereinafter referred to “ZPMC”

法定代表人：刘成云

Legal representative:

地址：上海市浦东新区东方路3261号 邮编：200125
Address: Postcode:

联系人姓名：朱祎雯
Contact name:

联系方式：手机：13817049913 电话：
Contact details: Mobile: Telephone:

邮箱：zhuyiwen@zpmc.com
Email:

中国交建及振华重工各自承担全部评估服务费用的50%。

CCCC and ZPMC are respectively responsible for 50% of the valuation service fee.

评估机构:

Valuer:

北京国友大正资产评估有限公司(Beijing Guoyou Dazheng Appraisal and Advisory Co., Ltd)

以下简称"国友大正"　Hereinafter referred to "GYDZ"

法定代表人：夏洪岩
Legal representative: Hongyan Xia

地址及邮编：　北京市朝阳区建国路乙118号京汇大厦8层808室(100022)

Address & postcode:　Room 808, Jinghui Building, Yi 118 Jianguo Lu, Chaoyang District, Beijing(100022)

联系人姓名：　陈冬梅

Contact name: Dongmei Chen

联系方式：手机：13910958081　　电话：010-56108299

Contact details: Mobile:　13910958081　　Telephone: 010-56108299

邮箱：mchen@cfa-value.com

Email: mchen@cfa-value.com

以下简称"三方"
Hereinafter collectively referred to as "the Parties".

敬启者

Dear Sirs,

三方同意在以下条件达成一致时签署本合同（以下称“合同”）：

The Parties have agreed to conclude this Agreement (hereinafter the “Agreement”) with the conditions agreed as below:

情况理解及工作范围

Understanding of the Situation & Scope of Work

鉴于中国交通建设股份有限公司拟收购上海振华重工（集团）股份有限公司所持有的中国交建南部美洲区域公司（以下简称”中交南美“）17.21%的股权。

In view of the proposed acquisition by CCCC of the 17.21% equity interest in CCCC South America Regional Company SARL（*Hereinafter referred to* “CCCC S.A.“）held by *ZPMC*.

因此，本次评估目的为：对中交南美公司的股东全部权益价值进行评估，提供其在评估基准日的市场价值，为中国交建拟收购中交南美公司股权提供价值参考。

This valuation assignment is thus for purpose: to conduct valuation of all shareholders' equity of CCCC S.A., provide the market values as at the valuation date, so as to provide value reference for CCCC's proposed acquisition of the equity of CCCC South America.

评估对象和范围：

Subject and Scope of Valuation:

本项目的评估对象为：中交南美的股东全部权益价值；

Subject asset: Value of all shareholders' equity in CCCC S.A.

评估范围为：中交南美的全部资产及负债：

Scope of valuation: All assets and liabilities of CCCC S.A.

以中文和英文撰写报告，其中，以中文报告为准，英文报告为中文报告核心内容的翻译件。

The report shall be written in both Chinese and English. The Chinese report shall prevail, and the English report shall only be a translation of the core content of the Chinese report.

评估基准日：2023年6月30日。

The date of valuation should be 30 June 2023.

评估报告使用者：中国交建、振华重工及中交南美；评估报告仅供合同约定的报告使用者和法律、行政法规规定的行政机关使用。

The user of the valuation report CCCC, ZPMC and CCCC S.A.; the valuation report shall only be used by the users stipulated by this agreement as well as the government departments as provided by laws and administrative regulations.

为了使整个评估能顺利完成，评估的工作及时间表包括以下：
As part of the task and timeline of completing our valuation we will carry out the following:

评估事项 Task	时间点 (1) Timeline	参与方 Parties
完成前期工作后向委托方提供评估报告交换意见稿 After the completion of the preliminary work, Submission of draft report	评估资料收集齐后的 22 个工作日 22 Working days after receipt of all relevant documents & information	GYDZ
审阅报告初稿并提出修改意见 Review draft report and give comment	20 个工作日 （根据委托方需要可调整） 20 Working days, adjustable according to the needs of the commissioning party	CCCC, ZPMC CCCC S.A.
根据意见修改报告及报告三审，并提交用于送集团备案审核版报告 Amendment and further review of draft report，Submit the report for group filing and review	3 个工作日 3 Working days	GYDZ
完成集团备案后，出具符合国务院国资委关于境外股权转让要求的正式纸质版报告 After completing the group filing, issue final paper report that meets the requirements of the State-owned Assets Supervision and Administration Commission of the State Council about overseas equity transfers	根据委托方指示时间 follow the instructions of Client	GYDZ

备注:
Notes:

评估基准

Basis of Valuation

【市场价值】评估机构评估的是资产的市场价值。所谓市场价值，就所下定义而言，是指「自愿买家与自愿卖家就有关权益进行适当推销后于评估日达成资产易手之公平交易估计金额，而双方是在知情、审慎情况下自愿进行交易」。

Valuer's valuation will be made on the basis of **Market Value** defined as "The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion"

评估服务费用

Fees

此次服务的专业费用为人民币290,000.00元（大写：人民币贰拾玖万元整），包含6%的增值税和差旅费，委托方不再另行支付其他费用。中国交建及振华重工各自承担全部评估服务费用的50%，即中国交建承担人民币145,000元（大写：人民币壹拾肆万伍仟元整），振华重工承担人民币145,000元（大写：人民币壹拾肆万伍仟元整）。

Our fees for undertaking this assignment would be RMB290,000.00 inclusive of 6% VAT and travel expenses. The Clients will not pay any other fees. CCCC and ZPMC are each responsible for 50% of the valuation service fee, that is, CCCC is responsible for RMB 145,000, and ZPMC is responsible for RMB 145,000.

若国家税收政策发生调整，双方同意以不含税金额不变为基础调整增值税税额。

If the national tax policy is adjusted, both parties agree to adjust the value-added tax amount on the basis that the tax-exclusive amount remains unchanged.

评估机构之评估师将根据委托方提供之文件清单及所需评估之数据（资产台账等）而进行实地工作，此报价并不包括任何因委托方提交之资料不足致令评估人员需重返委托方进行实地视察之费用。如有类似费用，评估机构的服务费用将再与委托方协议。

Valuer will carry out field work based on the list of documents provided by your companies and the data required for the assessment (asset accounts, etc.), and this offer does not include any costs of requiring assessors to return to your company for on-site inspections due to insufficient information submitted by your company. If there are similar fees, valuer's service costs will be agreed with the Company.

付款方式

Terms of Payment

付款方向评估机构支付服务费

Payer arrange payment of service fees to valuer

依据评估机构之财务规定，评估服务费用按以下方式支付：

In accordance with valuer's financial requirements, the service fees will be paid in the following manner:

(1) 在签订本合同正式确认委任工作10日内，评估机构向中国交建和振华重工提供全额发票后，中国交建支付合同价款百分之二十作为前期工作费用，共计人民币58,000元（大写：人民币伍万捌仟元整），振华重工支付合同价款百分之二十作为前期工作费用，共计人民币58,000元（大写：人民币伍万捌仟元整）；
Within 10 days after appointment with this signed agreement, after the valuer provided the full invoices to CCCC & ZPMC, 20% of the total service fee would be payable for the preliminary work done by CCCC, that is RMB58,000, and, other 20% of the total service fee would be payable by ZPMC, that is RMB58,000.

(2) 评估机构向委托方提供评估报告交换意见稿电子版且经委托方确认后10日内，中国交建支付合同价款百分之十五，共计人民币43,500元（大写：人民币肆万叁仟伍佰元整），振华重工支付合同价款百分之十五，共计43,500元（大写：人民币肆万叁仟伍佰元整）；
Within 10 days after the valuer provides the electronic version of the draft report and the report is reviewed by Clients, 15% of the total service fee would be payable by CCCC, that is RMB 43,500; and, other 15% of the total service fee would be payable by ZPMC, that is RMB 43,500.

(3) 在评估机构向委托方提交最终版评估报告10日内，中国交建支付合同价款之百分之十五，共计人民币43,500元（大写：肆万叁仟伍佰元整），振华重工支付合同价款百分之十五，共计人民币43,500元（大写：肆万叁仟伍佰元整）。
Within 10 days of the final report submitted by valuer to Clients, 15% of the total service fee would be payable by CCCC, that is RMB43,500, and, other 15% of the total service fee would be payable by ZPMC, that is RMB 43,500.

(4) 合同的首笔款项(本条款第（1）条中所约定的)在评估工作开展后不予退还。
First payment （as agreed in Article (1) of this clause） collected after the valuation work kick-off are non-refundable.

评估机构银行账户详情如下：
Valuer's bank detail is as following:

账户名称：北京国友大正资产评估有限公司	Beneficiary Name: Beijing Guoyou Dazheng Appraisal and Advisory Co., Ltd
开户银行： 汇丰银行（中国）有限公司北京分行	Name of Bank: HSBC Bank (China) Company Limited Beijing Branch
地址:中国北京市朝阳区东三环中路5号财富金融中心第一层汇丰银行	Branch Address: Unit 102, 1F, Fortune Financial Center, No.5 Dongsanhuan Zhong Road, Chaoyang District, Beijing
银行账号：626-074462-011 银行代码：HSBCCNSH	Account Number: 626-074462-011 Swift Code: HSBCCNSH

进行此项评估过程中评估机构将与委托方保持紧密联络。倘若委托方有任何关于评估机构服务之问题，请随时与评估机构接洽。
The valuer will maintain close liaison with clients during this assessment. If clients have any questions about our services, please feel free to contact valuer .

本评估协议书适用于附件一《评估服务标准条款》。
This valuation agreement applies to Appendix I, “Standard Terms and Conditions of Business for Valuations”.

语言
LANGUAGE

本协议以中文和英文两种语言签署。如有任何不一致的地方，应以中文版本为准。
This agreement is made in both Chinese and English. In case of any discrepancy, the Chinese version shall prevail.

此致

敬礼

夏洪岩
资深董事
北京国友大正资产评估有限公司
2023年【 】月【 】日
[ ] 2023

Yours sincerely,
For and on behalf of
Beijing Guoyou Dazheng Appraisal and Advisory Co., Ltd

Hongyan Xia
Senior Director

委托书

Acceptance

中国交通建设股份有限公司、上海振华重工（集团）股份有限公司同意北京国友大正资产评估有限公司于资产评估服务协议（编号：2023-159A）之条款并委托北京国友大正资产评估有限公司为此次评估咨询服务之评估师。

China communications construction company Ltd and Shanghai Zhenhua Heavy Industries Co., Ltd agree to the terms and conditions in the valuation service agreement (Ref.: 2023-159A) and authorize Beijing Guoyou Dazheng Appraisal and Advisory Co., Ltd to proceed accordingly.

签署 : ______________________________

Signature/

姓名 :

Name of the Signature: ______________________________

公司印章 : ______________________________

Company Chop: 中国交通建设股份有限公司(China communications construction company Ltd)

日期 : ______________________________

Date: : ______________________________

签署 : ______________________________

Signature/

姓名 :

Name of the Signature: ______________________________

公司印章 : ______________________________

Company Chop: 上海振华重工（集团）股份有限公司(Shanghai Zhenhua Heavy Industries Co., Ltd.)

日期 : ______________________________

Date: : ______________________________

评估服务标准条款

Appendix One

STANDARD TERMS AND CONDITIONS OF BUSINESS FOR VALUATIONS

1. **定义**

Definitions

在本条款中:

In this document:

协议是指国友大正与委托方间达成的协议，包括服务建议书及本条款。

Agreement means the agreement between GYDZ and the Client comprising the Proposal and these Standard Terms and Conditions of Business for Valuations.

资产是指服务建议书列明的拟评估资产。

Equity means the shareholders' equity being valued, as stated in the Proposal.

索赔包括所有起诉、诉讼、要求、损害、损失、责任、开支及费用（包括律师费）。

Claim includes any action, proceeding, demand, damages, loss, liability, cost or expense (including costs on a solicitor/client basis).

委托方是指聘用国友大正提供本次服务的委托方。

Client means the Client engaging GYDZ to provide the Services.

费用是指国友大正在提供服务时产生，在服务建议书中列明由委托方支付的费用。

Expenses means expenses of GYDZ related to the provision of the Services, and stated in the Proposal as being payable by the Client.

服务费是指服务建议书列明的作为服务对价应予支付的服务费用。

Fee means the fees payable in return for the Services, as described in the Proposal.

国友大正是指提供本次服务的主体。

GYDZ means the entity that is providing the Services.

服务建议书是指国友大正提议为委托方提供服务的建议。

Proposal means GYDZ's offer to perform Services for the Client.

服务是指服务建议书中阐述的服务。

Services means the services described in the Proposal.

评估是指评估报告或本协议项下服务的工作成果。

Valuation means the reports or reports produced as the work product of the Services.

2. 服务
Services

2.1 国友大正应按下列约定为委托方提供服务:
GYDZ must provide the Services to the Client:

(a) 以一个具有同类或类似服务经验的服务提供商应被合理期望的专业技能、尽责态度、效率及勤勉行事;
with the skill, care, efficiency and diligence reasonably expected of a service provider experienced in providing the same or similar services;

(b) 依照委托方的合理指引行事; 及
in accordance with the reasonable directions of the Client; and

(c) 对出具的评估评估报告的真实性、准确性和完整性承担全部责任, 但因委托方及其它相关方提供的信息、文件不准确、不充足等导致的责任除外;
take full responsibility for the authenticity, accuracy and completeness of the valuation report issued, except for the liability caused by inaccurate and insufficient information and documents provided by the Clients or other relevant parties

(d) 按照协议其他条款的约定行事。
otherwise in accordance with this Agreement.

2.2 委托方知悉并同意国友大正不应提供不属于国友大正经营范围的法律及其他专业领域的意见, 且其不构成协议项下服务的组成部分, 委托方也不应依赖此等意见。
The Client acknowledges and agrees that GYDZ must not provide legal or other professional advice for which it is unlicensed and that such advice does not form part of the Services and may not be relied on even if purportedly given.

2.3 国友大正向委托方出具的评估报告书仅供委托方在评估报告书所载明的评估目的使用。国友大正对委托方和其他评估报告使用者在评估目的之外使用该评估报告书所造成的后果不承担责任。
The appraisal report provided by GYDZ can be used only for the purpose noted in the appraisal report. GYDZ shall not undertake any responsibility for the Client and other users of the appraisal report using the report for other purpose.

2.4 国友大正有责任就委托方提出的合理的意见和建议完善报告, 并配合完成中交集团的审核备案。
GYDZ is responsible for improving the report based on the reasonable opinions and suggestions put forward by Client, and cooperates with CCCC in completing the review and filing.

2.5 如果委托方认为国友大正指派的评估师无法胜任本次评估项目的工作，在委托方向国友大正提出更换评估师的要求后国友大正应当重新指派合格的评估师完成本次项目。

If the Client believes that the valuer assigned by GYDZ is not competent for this project, GYDZ shall reassign a qualified valuer to complete the project after the Client requests GYDZ to change the valuer.

3. 委托方义务

Client Obligations

在进行协议项下服务所合理需要的范围内，委托方应协调被评估单位向国友大正提供所有文件、信息，允许国友大正进入相关经营场所，允许国友大正接触资产、相关人士，包括但不限于拟评估资产。

The Client must provide assistance to give GYDZ access to all documents, information, premises, assets and people including (without limitation) the Equity, as reasonably necessary for GYDZ to provide the Services.

4. 延迟

Delay

国友大正不会对任何国友大正无法控制之事件所引起的服务延迟承担责任，包括但不限于委托方未履行第3条列明之委托方义务。

GYDZ will not be liable to the Client for any delay in the performance of the Services attributable to any event beyond the reasonable control of GYDZ, including (without limitation) any failure by the Client to fulfil its obligations under clause 3.

5. 服务费，费用及付款

Fees, Expenses and Payment

5.1 委托方应按协议约定向国友大正支付服务费及费用。

The Client must pay GYDZ the Fee and the Expenses in accordance with this Agreement.

5.2 如果委托方逾期十四天仍未支付任何部分的服务费或费用，委托方将不能使用评估报告。

If any part of the Fee or the Expenses remain unpaid fourteen days after they were due, the Client may not use or rely on the Valuation.

6. 免责及责任限制

Exclusions of, and Limitations on, Liability

6.1 除第6赔偿以外，任何一方均不对另一方的任何的损失或者收入延迟、机会、商誉、财产、产品、资本或利润（不论是直接或间接）、经济损失、未能实现的预计或潜在利润或储蓄、营业中断、或者任何形式的间接、附带的、惩罚性、特殊的损失或损害承担责任。

Other than under an indemnity, neither party shall be liable to the other for any loss or deferment of revenue, opportunity, goodwill, property, production, capital, or profit (whether direct or indirect), economic loss, failure to realise anticipated or potential profits or savings, business interruption, or any form of indirect, incidental, punitive, consequential or special losses or damages of any kind.

6.2 在法律允许范围内，国友大正就本协议或服务所承担的所有全部责任，无论该等责任是基于合同、法令、侵权（包括过失不作为）或其他，不超过本协议项下的服务费。
To the extent permitted by law, the total liability of GYDZ in relation to this Agreement or the Services, whether arising under contract, statute, tort (including negligence) or otherwise, is limited to the Fee.

7. 评估基准
Basis of Valuation

7.1 国友大正有权假定拟评估资产及负债：不存在任何异常或苛刻的限制、妨碍或支出；不受任何法律法规限制；被合法使用；不存在通过合理检查而不能被发现的缺陷，且未使用有害材料。
GYDZ is entitled to assume that involved assets and liabilities are: not subject to any unusual or onerous restrictions, encumbrances or outgoings; unaffected by any statutory notice; being used for purposes permitted by law; free from latent defects and deleterious materials.

7.2 评估并非就股权收购价值的陈述或保证。
The Valuation is not a representation or guarantee as to an acquisition price that will be achieved for the Equity.

8. 对信息及文件的依赖
Reliance on Information and Documents

国友大正依赖于委托方或其他主体提供信息及文件的真实性、准确性及充分性。国友大正不对该等信息、文件的不准确或不充足相关的／导致的任何后果承担责任。国友大正依据充分的评估经验如若发现可能存在提供的信息及文件的真实性、准确性及充分性有误，应当及时向委托方提出意见。
GYDZ relies on the authenticity, accuracy and sufficiency of information and documents provided to it by the Client and others. GYDZ is not liable for anything related to, or arising in any way from, the inaccuracy or insufficiency of such information and documents. Based on sufficient valuation experience, if GYDZ discovers that there may be errors in the authenticity, accuracy and adequacy of the information and documents provided, it shall promptly provide opinions to the Client.

9. 终止
Termination

9.1 任何一方可以提前30日书面通知对方的方式无理由解除协议。
Either party may terminate this Agreement without reason by giving 30 days' written notice to the other.

9.2 国友大正可以立即解除协议，如：
GYDZ may terminate this Agreement immediately if:

(a) 国友大正由于不可抗力无法继续提供任何的协议项下服务；
GYDZ cannot continue to provide any of the Services due to force majeure;

(b) 国友大正认为，因信息不足、评估程序受限而难以提供符合国友大正标准的评估服务；或
GYDZ considers that there is insufficient information available or restricted appraisal process to provide a Valuation that meets GYDZ's standards; or

(c) 委托方索取或对国友大正施压，要求提供国友大正认为不准确的评估。
the Client asks or pressures GYDZ to provide a Valuation that GYDZ does not consider accurate.

9.3 任何一方（第一方）可以立即解除协议，如
Either party (the first party) may terminate this Agreement immediately if:

(a) 另一方（第二方）违反协议且未能在接到第一方通知之日起十四天内纠正违约行为；
the other party (the second party) breaches this Agreement and fails to remedy such breach within 14 days of being notified of it by the first party;

(b) 第二方未能支付到期债务；
the second party is unable to pay its debts when they are due;

(c) 第二方与其债权人达成债务和解或债务重整；
the second party enters into a scheme of arrangement or composition with its creditors;

(d) 第二方进入破产管理或被指派了破产管理人
the second party is placed under management or administration or a receiver is appointed, or

(e) 第二方收到清盘令
a winding up order is made in respect of the second party

9.4 协定终止后，除非因国友大正的过错导致的终止情形外，委托方应向国友大正支付：
On termination of the Agreement, the Client must pay GYDZ:

(a) 国友大正已支出的所有费用；
all Expenses GYDZ has incurred;

(b) 服务实质完成的情况下，协议规定的服务费；及
if the Services are substantially complete, the Fee; and

(c) 服务未实质完成情况下，国友大正基于实际工作量而合理确定的金额。
if the Services are not substantially complete, an amount reasonably determined by GYDZ as being appropriate remuneration for the work it has performed to date.

10. 转让及变更
Assignment and Variation of Services

10.1 未经另一方事先书面同意，任何一方不得委托或转让本协议项下的任何权利及义务。此等书面同意不得被无端拖延。
A party must not assign or transfer any of its rights or obligations under this Agreement without the prior written approval of the other party. Such approval must not be unreasonably withheld.

10.2 委托方可以随时以书面形式更改服务内容，前提是此类变更在最初拟定的服务范围内并且国友大正同意变更。委托方同意此类变更可能导致服务费和/或服务完成日期的变更，并且委托方接受国友大正对服务费及服务完成日期的合理调整。服务内容变更后仍按协议约定条款执行。
The Client may vary the Services at any time in writing provided that such variation is within the general scope of the Services initially contemplated, and provided that GYDZ agrees to the variation. The Client accepts that variation in the Services may result in a change in the Fee and/or the completion date of the Services, and agrees to any such revised Fee and completion date as reasonably determined by GYDZ. Any variation to the Services will be subject to the same terms and conditions as contained in this Agreement.

11. 评估时效性
Currency of Valuations

每个评估都具时效性。评估在短时间内可能会发生显著及意料外的变化。国友大正不对评估基准日之后的价值变动承担责任。国友大正不对评估报告时效期届满以后对评估报告的使用承担责任；如评估报告有效期内，评估报告使用方知悉任何可能对评估结果造成影响的因素而继续使用评估报告，国友大正对此不承担责任。
Each Valuation is current as at its date. Assessed values may change significantly and unexpectedly over short periods. GYDZ is not liable for Claims relating to a value change after the valuation date. GYDZ is not liable for Claims relating to reliance upon a Valuation more than three months after its date, or earlier if the relying party is aware of anything that may have an effect on the Valuation.

12. 保密
Confidentiality

12.1 双方应对对方信息进行保密（包括协议解除或协议到期终止后），除非法律要求，不得披露对方的任何保密信息。
Including after termination or expiry of this Agreement, neither party may disclose any information received in confidence from the other party, except where required to do so by law.

12.2 每个评估保密都具保密性，仅供委托方和其他国友大正明确同意的主体查阅或使用，且该等主体仅可基于协议目的而使用评估报告。
Each Valuation is confidential to, and for the use only of, the Client and any other party GYDZ expressly agrees may see and rely on it. Those parties may use that work product only for its stated purpose.

13. 知识产权
Intellectual Property Rights

国友大正基于本协议目的而制作或开发或在评估报告中使用的国友大正自有的全部材料、报告、系统及其他成果的著作权及其他知识产权归国友大正所有。在未经国友大正事先书面许可的前提下，不得再版、复制评估报告的任何部分，或再版、复制国友大正进行评估服务而制作的任何内容。委托方履行了本协议约定的全部付款义务后，评估报告的知识产权归委托方所有。
GYDZ retains all copyright, which are legally owned by GYDZ (and other intellectual property rights) in all materials, reports, systems and other deliverables which it produces or develops for the purposes of this Agreement, or which it uses in the provision of the Services. No part of a Valuation or anything else produced by GYDZ as part of the Services may be reproduced or copied without GYDZ's prior written consent. After the Client has fulfilled all payment obligations under this Agreement, the intellectual property rights of the valuation report shall belong to the Client.

14. 违约条款

14.1 国友大正应当按照本协议的约定按时、保质地完成本次评估工作，如果因国友大正自身原因导致延期交付评估报告的，每延期一天应承担本合同总金额的万分之五作为违约金，延期交付评估报告超过30天的，委托方有权解除合同，并有权要求国友大正返还已经支付的费用。
GYDZ shall complete the work on time and with high quality in accordance with the provisions of this Agreement. If the delivery of the valuation report is delayed due to GYDZ own fault, it shall bear 5‱ of the total amount of this contract for each day of delay as a breach of contract. If the delivery of the valuation report is delayed for more than 30 days, the Client has the right to terminate the contract and require GYDZ to return the fees already paid.

14.2 国友大正如果违反本合同约定的其他义务，包括但不限于保密义务和知识产权义务，国友大正应当承担本合同金额的 20%作为违约金。

If GYDZ violates other obligations stipulated in this Agreement, including but not limited to confidentiality obligations and intellectual property rights obligations, GYDZ shall bear 20% of the Agreement amount as liquidated damages.

14.3 国友大正应当保证，其依本合同为委托方提供评估服务过程中和/或其为委托方提供的评估报告等，使委托方在使用其服务及评估报告过程中不侵犯任何第三人的合法权益。如果有人提出法律或行政程序(合称“侵权指控”)，声称委托方侵犯了其知识产权等合法权益的，国友大正应当负责解决，并赔偿委托方就此所承担的直接经济损失和费用。
GYDZ shall guarantee that in the process of providing valuation services to the Client in accordance with this Agreement and/or the valuation reports it provides to the Client, the Client will not infringe the legal rights of any third party in the process of using its services and valuation reports. rights and interests. If someone files a legal or administrative proceeding (collectively referred to as an "infringement accusation"), claiming that the Client has infringed upon its intellectual property rights and other legitimate rights and interests, GYDZ shall be responsible for solving the problem and compensate the Client for the direct economic losses and expenses incurred in this regard.

14.4 委托方应当根据本合同的约定支付价款，委托方对国友大正合同履行情况或者付款申请有异议的，应当在收到(各阶段)付款申请材料后 30 个工作日内提出。各方应当在 3 个月内予以协商解决，协商期间委托方有权暂不支付任何价款，也不承担任何延期付款的违约责任。双方未能在 3 个月内协商解决相关问题的，由委托方原因导致付款延迟的，自 3 个月期满后，每延期一天应承担本合同总金额的万分之五作为违约金。
The Client shall pay the price in accordance with the provisions of this Agreement. If the Client has any objection to the GYDZ's performance of the Agreement or payment application, it shall raise it within 30 working days after receiving the payment application materials (at each stage). The parties shall negotiate and resolve the matter within 3 months. During the negotiation period, the client has the right not to pay any price temporarily, nor shall it bear any liability for breach of contract for delayed payment. If the parties fail to negotiate and resolve relevant issues within 3 months, and if the payment is delayed due to the Client's reasons, the Client shall bear 5‱ of the total amount of the Agreement as liquidated damages for each day of delay after the expiration of the three months.

15. 其他
General

15.1 法律允许的范围内，协议中的任何的被认定为无效、非法或不具执行力的条款独立存在，不影响协议中其他条款的法律效力。

Any provision of this Agreement which is void, illegal or otherwise unenforceable will be severed to the extent permitted by law without affecting any other provision of this Agreement.

15.2 任何一方在任何时候未行使或疏忽未行使协议项下任何权利、选择或自由裁量权，不应被视为放弃该权利、选择或自由裁量权。
The failure or omission of a party at any time to enforce or require compliance with any provision of this Agreement or exercise any right, election or discretion under this Agreement shall not operate as a waiver of that right, election or discretion.

15.3 本协议具有完整性并取代所有此前的协议、建议书、陈述、信函和讨论。
This Agreement is the entire agreement between the parties in relation to the Services and supersedes all previous agreements, proposals, representations, correspondence and discussions.

15.4 协议任何变更只能通过双方书面协议的方式进行。
Amendment of this Agreement may only be effected by written agreement of both parties.

15.5 如果服务建议书中的任何内容与《评估服务标准条款》不一致的，则以《评估服务标准条款》为准。
If anything in the Proposal conflicts with these “Standard Terms And Conditions Of Business For Valuations”, these terms and conditions prevail.

15.6 本协议受应当适用中华人民共和国法律并据其解释。任何与本协议有关的争议应交由上海市浦东新区人民法院管辖。
This Agreement shall be governed by and construed in accordance with the laws of the PRC, and any dispute in relation to it shall be determined exclusively by the People's Courts of the Pudong New Area of Shanghai of that jurisdiction.

15.7 本协议经中国交建、振华重工和国友大正三方盖章后生效。
This Agreement will come into effect after being stamped by CCCC, ZPMC and GYDZ.