

物质：氰化物，爆炸物，放射性物质，生化废料以及乙醚。

Safety notice: before each batch of waste is delivered to Party B, Party A shall inform whether the waste, raw material or process contains the following substances: cyanide, explosives, radioactive substances, biochemical waste and ether.

- 10.2 上文中所指的乙方最终书面确定接收系指：乙方将对废料进行取样分析或/和以 WMDS 技术参数标准检查该等废料是否符合技术参数标准。在上述废料样品或/和 WMDS 技术参数标准证实相符的情况下，乙方将在乙方处接受甲方的交付。

Final written acceptance of the delivery of any Waste by Party B means Party B shall take a test sample of the Waste or/and check with WMDS specifications to verify that such Waste is not Off-Specifications Waste. Upon successful verification of the sample Waste or/and WMDS specifications, Party B shall accept the delivery of the Waste from Party A at Party B's Site.

- 10.3 除非乙方在交付起五(5)个工作日书面申明不接受交付，否则该等废料将被认定为最终书面确定接收。

Unless written notification by Party B stating that it does not accept the Waste within five (5) working days from delivery, the Waste shall be considered accepted.

11. 责任/Responsibility

- 11.1 对于在合同履行中由于错误方或其员工错误导致的人员或设备事故，各方受中国相关法律约束。

Each party is responsible under the conditions of related law of P.R.C., regarding the consequences of any personal and/or material accident resulting from a fault and being attributable the other defaulting party or being attributable to their staff in the execution of the present contract.

- 11.2 甲方将就任何直接的、实际发生的及有证据证明系由于甲方违反本合同项下或与本合同有关的责任而产生的乙方损失承担赔偿责任，该等损失将包括但不限于由交付不符合技术参数标准的废料而产生的损失，除非乙方已被及时告知该等废料不符合技术参数标准的并且同意处理。

Party A shall indemnify Party B for any actual, direct and documented Losses suffered by Party B resulting from or in connection with any breach of Party A's obligations pursuant to this Contract. This shall include, but is not limited to, Losses arising from the delivery of any Off-Specifications Waste, unless Party B has been duly notified of such Off-Specifications Waste and has agreed to accept it for treatment.

- 11.3 尽管如此，乙方对任何间接的损失不负有责任，包括但不限于与此合同相关的收入损失和机会损失。乙方在本合同项下承担的最大责任所对应的金额应当不超过本合同金额。

Party B shall not be liable for any indirect damages, including but not limited to loss revenue or opportunity arising out of or in connection with the present contract. Party B's liability shall be capped at the contract value.

12. 争议解决/Dispute Settlement

- 12.1 因本合同产生的或与本合同有关的任何争议，包括但不限于与合同的达成、有效性、或与终止有关的任何问题（以下简称“争议”），各方应通过友好协商解决。

If any dispute arises out of this Contract or in connection with this Contract, including but

without limitation, any question regarding its formation, validity or termination (hereafter referred to as a "Dispute"), the parties shall seek to settle the Dispute through friendly negotiations.

- 12.2 如果各方未能在一方书面通知其他方存在争议之日后 30 个工作日内解决该争议的, 任何一方均可以向乙方所在地有管辖权的人民法院提起诉讼。
If the parties fail to settle any Dispute within thirty (30) working days after a party notifies the other party of the existence of such Dispute in written, either party may bring a lawsuit to the people's court with jurisdiction in the place where Party B is located.

13. 合同语言及原件/Language and Originals

- 13.1 本合同以中、英文写成, 文意冲突时以中文文为准。本合同一式两份, 双方各执壹份。
This Contract is made in both Chinese and English and the English shall prevail when conflict.
This Contract is made in two copies and both Parties shall keep one copy respectively.

14. 法律变化/Change-in-Law

- 14.1 双方承认, 法律上(尤其是中国环境法律及税收法律)的变化将对双方的经济状况产生重大影响。
The Parties recognize that any Change-in-Law, in particular changes in the PRC environmental and tax Laws, may have a material impact on the economics of the Parties.

- 14.2 签订本合同所依据的是签订时有效的法律。除非乙方同意, 否则任何在本合同签订后产生的法律变化将不会对本合同项下乙方的权利或义务产生影响。在本合同有效期内, 若存在任何在履约过程中任意一方有理由预计到这些对经济产生重大影响的法律变化, 包括但不限于税费的变化, 双方应尽其合理最大努力采取适当的方式减小因该等变化产生的对财务上的压力。这种努力可能包括但不限于调整废物处理价格、调整乙方的设备、调整甲方交付的废物的数量或特性、改变废物处理方式等。双方应在该等调整实施前同意调整的内容。若双方在三(3)个月内无法同意该等调整的内容, 乙方有权经书面通知甲方解除本合同。
This Contract shall be construed in accordance with the Law in force at the date of this Contract. Any Change-in-Law thereafter shall not affect the contractual rights or obligations of Party B without its written consent. If, during the term of this Contract, there is a Change-in-Law which causes significant impact on the economics that can be reasonably expected from performance of this Contract by Party B, including but not limited to any changes on taxes, tariffs of fees, both Parties shall use their reasonable best efforts to take appropriate measures for the reduction of the financial impact of such change on Party B. This may include, but is not limited to, adjustment to the Waste treatment price(s), adaption of Party B's Facilities, changes to the quantities or characteristics of the Waste to be delivered by Party A, methods of treatment etc. The Parties shall agree on the terms of such measures before their implementation. If the Parties are unable to agree on such measures within three (3) months, Party B may terminate this Contract by a written notice to the Party A.

15. 生效

本合同自双方, 签字或盖章之日生效。
The contract will come into effect after the Parties signing and sealing.

甲方：江苏龙净科杰环保科技有限公司
Party A: Jiangsu Longjing Kejie Environmental
Protection Technology Co., Ltd.

负责人签字：
Signature:

日期：2019年2月21日
Date:

乙方：连云港绿润环保科技有限公司
Party B: Lianyungang Lvrn Environmental
Protection Technology Co., Ltd.

负责人签字：
Signature:

日期：2019年2月21日
Date:

合同编号:

危险废物处置合同

项 目 名 称: 危险废物处置技术服务

委托方(甲 方): 江苏龙净科杰环保技术有限公司

受托方(乙 方): 广灵金隅水泥有限公司

运 输 方 式: 乙方负责运输

签 订 地 点: 广灵金隅水泥有限公司

