

电脑租赁合同

Computer Lease Contract

出租方：上海易升科技发展有限公司 （以下简称甲方）

Lessor: Shanghai Yi Sheng Technology Co.,Ltd. (Hereinafter shortened as Party A)

承租方：Promexico （以下简称乙方）

Lessee: Promexico (Hereinafter shortened as Party B)

一、： 租赁标的和交付

I. Computer Lease and delivery:

1.1 甲方同意将以下清单中的电脑等硬件设备租赁给乙方使用。

Party A will lease to Party B computers and related equipment, equipment list and configuration table as follows.

DELL Vostro 3650-r13n8b

CPU: I3 6th 6100

Small form factor classis

Integrated graphics card

4GB RAM

Windows 10 English

Office professional 2016 English

500GB hard disk

DVD Driver

USB ports 2.0 and USB ports 3.0

Front panel with usb ports3.0 and usb ports2.0 and audio (input and output)

*24" Dell LED 1600*900*

Dell mouse and keyboard

120G ssd for system (additionally added for free)

1.2 乙方应于甲方设备进场之日进行质量检验和数量清点，配合甲方设备调试完成后进行验收，并签字盖章确认。

Party B shall carry out the quantity & quality check on the date of delivery, and sign acceptance from after completion of installation.

1.3 本合同项下所有标的物及其附属设备的所有权属于甲方所有

The ownership of the equipment and accessory is under the property of Party A.

二、租赁期限：

II. The lease term:

2.1 租期贰年，自 2017年4月17日起到 2019年4月16日止。

The lease is scheduled for 2 years, from Apr.17th 2017 to Apr.16 2019.

2.2 租赁期限内，乙方因故而需终止合同，应提前书面通知甲方，并承担由违约而造成的经济损失。

During the term of the lease, if either party would like to terminate the contract for any reason, that party should inform the other party by written notice in advance, and be responsible for any actual loss for such breach of contract.

三、租金计算及支付：

III. Rent and payment:

3.1 租金按月结算，先付后用，每台每月为人民币 750元，共肆台，即每月租金为人民币 3000元。两年租期内总共租金为 72000元。

The rental amount should be paid per month. Party B will pay the rental to Party A in the form of cash. Per unit per month: CNY750, all together 4 Units, so Monthly paid: CNY3000, Total lease time fee: CNY72000.

3.2 乙方在每月 20 日前以现金一次性向甲方结清当月租金。

Party B should pay off the month rent before 20 of each month by cash.

3.3 甲方应在收到每月租金后开具盖章收据给乙方。

Party A will issue a stamped receipt after receiving the payment.

3.4 若乙方在付款期限后超过 10 个工作日未支付租金，则乙方应支付甲方超期滞纳金：月租金的 0.3%/每天。

In case the rental payment is more than 10 working days overdue, Party B will pay 0.3 percent of monthly rental per unit per day as overdue fine.

四. 甲方义务

4.1 甲方同意自签订本合同之日起运至乙方指定场所，乙方经清点后，甲方负责将设备调试至可正常使用状态。

Party A agrees to deliver the computers from the date of signing this contract to Party B's designated place. Upon inventory, Party A is responsible for helping Party B to adjust the equipment till normal use.

4.2 由于质量问题或自然磨损造成的电脑硬件损害，甲方将协助乙方将致电戴尔公司替换损坏部件。

In case the computer hardware is damaged by quality problems or natural damages during rental period, Party A will help Party B call Dell to replace the failed hardware.

五. 乙方义务

5.1 乙方需保证电脑及其配件设备的整洁和完好，按时交纳租金。

Party B will keep the lease computers and accessories safe and clean and pay the rental on time.

5.2 租赁期间，电脑遗失、失窃、非正常原因损坏的（包括火灾、水灾等），则由乙方根据设备价值折旧后赔偿。乙方如对本合同项下的设备进行保险的，则乙方对保险理赔后不足部分承担赔偿责任。

During the lease period, computer lost, stolen, or the damage caused by abnormal reasons (including fire, flood, etc.), Party B shall compensate by the depreciation value of the equipment. If Party B has insurance covered, Party B shall be liable for any deficiencies in insurance claims.

六. 租赁解除和终止

6.1 租赁期满前一个月内乙方应通知甲方是否要续约。同样的条件下，乙方有优先权续用甲方电脑。

Within one month before the contract expires, Party B will notify Party A if it intends to extend the lease. In this situation, two parties will discuss matters over the extension. Under the same terms, Party B has the priority to lease the computer.

6.2 若乙方在到期后不再使用甲方设备的，应通知在合约到期后 10 天内通知甲方将设备撤出乙方场地。若超出 10 天后仍不归还的，乙方应据实际占用天数 8 元/台/天计付租金。

6.2 When the lease term expires and Party B will not extend the contract, Party B shall inform Party A to take back the computers within 10 working days upon expiration. If it exceeds 10 working days, Party B shall pay additionally CNY8/per unit/per day as the overdue rent.

七. 其它事项约定

7.1 因履行本协议引起的纠纷，由双方友好协商，如协商不成的，任何一方有权先甲方所在地法院提前诉讼。

The disputes arising from the two sides, which are caused by the implementation of this agreement, should communicate through friendly consultations. If consultation fails, any party was entitled to seek the seat of the Court Party ahead of the proceedings.

7.2 本合同一式两份，甲、乙双方各执一份，双方签字盖章后即生效。

This contract is signed in duplicate. Party A shall keep one original and Party B shall keep another one. The contract shall come into force upon signing by both parties and stamp.

7.3 本合同以中、英文两种语言订立，若两种文字产生歧义，以中文版本为主。

7.3 The Contract is made out both by English and Chinese, if the two languages have discrepancy, the Chinese version will be prevailing.

甲方：上海易升科技发展有限公司

Party A: Shanghai Yi Sheng Technology Co.,Ltd.

签字(盖章):

Subscribe (seal):

日期：2017-4-17

Date: 17-Apr-2017

乙方：Promexico

Party B: Promexico

Date: 17-Apr-2017

签字(盖章) :

Subscribe (seal):

日期：2017-4-17


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