

## BUYERS' COORDINATOR AGREEMENT(Example)

### 買方協調人協議(範本)

This Buyers' Coordinator Agreement ("Agreement") is made the \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_

本買方協調人協議（“協議”）簽於 201 \_\_\_\_\_年\_\_\_\_\_日，\_\_\_\_\_日

### **BETWEEN 簽約人**

- (1) \_\_\_\_\_, a company established and existing under the laws of \_\_\_\_\_  
(hereinafter "\_\_\_\_\_");
- (2) \_\_\_\_\_, a company established and existing under this laws of \_\_\_\_\_  
(hereinafter "\_\_\_\_\_"); and
- (3) \_\_\_\_\_, a company established and existing under this laws of \_\_\_\_\_  
(hereinafter "\_\_\_\_\_").

\_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ may hereinafter be collectively referred to as "Buyers", and individually as a "Buyer".

- (1) \_\_\_\_\_，根據\_\_\_\_\_法律成立並存在的公司（以下簡稱“\_\_\_\_\_”）；
- (2) \_\_\_\_\_，根據\_\_\_\_\_法律成立和存在的公司（以下簡稱“\_\_\_\_\_”）；和
- (3) \_\_\_\_\_，根據\_\_\_\_\_法律成立和存在的公司（以下簡稱“\_\_\_\_\_”）。

\_\_\_\_\_, \_\_\_\_\_和\_\_\_\_\_以下可統稱為“買方們”，並各別稱為“買方”。

### **WITNESSETH 茲**

### **WHEREAS 鑑於**

1. Buyers intend to purchase LNG from market with a volume of 200,000 MT per month ("LNG Purchase") for duration of 60 months ("Contract Period"), in which Buyer also intend to have a first trial shipment of 30,000 MT LNG ("Trial LNG");

買方有意從市場上每月購買 20 萬噸液化天然氣（“液化天然氣採購”），為期 60 個月（“合同期”），其中買方也計劃首次試單為 30,000 噸液化天然氣（“液化天然氣試單”）；

2. Buyers intend to appoint \_\_\_\_\_ as Buyers Coordinator or Buyer Representative on performing the LNG Purchase;  
買方有意指定\_\_\_\_\_作為買方協調人或買方代表進行液化天然氣採購;
3. \_\_\_\_\_has an expertise and capability on managing and helping the Buyers to do the LNG Purchasing;  
\_\_\_\_\_具有管理和幫助買方進行液化天然氣採購的專業知識和能力;
4. Buyers have agreed to appoint \_\_\_\_\_ as Buyers' Coordinator for certain purpose for the duration of Contract Period; and  
買方同意在合同期限內任命\_\_\_\_\_為買方協調人; 和
5. \_\_\_\_\_is willing to accept such appointment.  
\_\_\_\_\_願意接受這樣的任命

**NOW, THEREFORE,** for and consideration of the premises and the mutual benefits to be derived herefrom, Buyers and Buyer' Coordinator hereby agree to the following:

現今，因此，考慮到緣起及互惠互利，買方們和買方之協調人在此同意：

1. Buyers hereby appoint \_\_\_\_\_, and \_\_\_\_\_ hereby agrees to act as Buyers' Coordinator.  
買方在此任命\_\_\_\_\_，並\_\_\_\_\_在此同意擔任買方協調人。
2. The Buyers' Coordinator shall act under this Agreement and, in the performance of its role as Buyers' Co-ordinator in accordance with the standard of care. The Buyer's Coordinator may bear cost or expense resulting from performing the duties and functions of the Buyers' Coordinator.  
買方協調人應根據本協議行事，並根據管理標準履行其買方協調人的角色。買方協調人需承擔履行買方協調人職責所產生的成本或費用。

3. The Buyers' Coordinator shall on behalf of all Buyers and each of them give and receive the relevant notices, nominations, estimates, request, consent, statement, reports and information as required in agreements. Except as provided below, the Buyers' Coordinator is empowered to take action pursuant to such notices, nominations, estimates, requests, consents, statements, reports and information without prior notification to the Buyers and without obtaining the consent or approval of the Buyers.

買方協調人應代表所有買方們及他們各別發送和接收協議要求的有關通知，提名，估計，請求，同意，聲明，報告和信息。除以下規定外，買方協調人有權根據此通知，提名，估計，請求，同意，陳述，報告和信息而採取行動，而無需事先通知買方，並且未經買方的同意或批准。

4. (a) The Buyers' Coordinator shall be empowered to settle all disputes or differences with the Seller under the any agreement, in the reasonable opinion of the Buyers' Coordinator, result in the Buyers incurring any cost, expenses or liability amounting in aggregate to less than \_\_\_\_\_ United States Dollars (U.S.\$ \_\_\_\_\_), excluding attorneys' fees and court or arbitration fees, provided that in so doing the Buyers' Coordinator shall always act in good faith.

買方協調人根據任何協議，在買方協調人的合理意見下，有權與賣方解決所有的爭議或分歧，導致買方承擔總計少於\_\_\_\_\_美元（US \$ \_\_\_\_\_）的任何費用、支出或虧空，但不包括律師費和法院或仲裁費，在這種情況下，買方協調人應始終保持誠意。

(b) Buyers' Coordinator shall promptly report to the all of the Buyers any dispute or difference which, in the reasonable opinion of Buyers' Coordinator, is likely to result in the Buyers incurring costs, expenses or liability in excess such of the limit in Clause 4(a), and any other dispute or different which does not exceed such limit but which, in the reasonable opinion of the Buyers' Coordinator, is likely to have a material adverse impact on such Buyer(s) interests under any of the any agreement. Each Buyer shall have the right to be represented by its own legal counsel, at its expense, in the compromise, settlement of defense of any such dispute or different.

買方協調人應立即向所買方報告任何爭議或分歧，在買方協調人的合理意見下，可能導致買方承擔超出第 4（a）條規定限制的費用，支出或責任，及其他任何不超過此限

度的爭議或差異，根據買方協調人的合理意見，可能會對任何協議下的買方利益產生重大不利影響。每個買方均有權自費由其自己的法律顧問代表，妥協，解決任何此類爭議或不同的爭議。

5. The Buyers' Coordinator shall consult with the Buyer and procure their authorization in advance, as hereinafter provided, prior to referring any matter to an expert or to arbitration pursuant to any agreement.

買方協調人應事先諮詢買方並獲得授權，並按照下文所述，在提到任何事情之前，任何協議提交專家或進行仲裁。

6. Copies of proposed notices, agreements or actions referred to in Clause 5 shall be provided to all of the Buyers by Buyers' Coordinator at least fourteen (14) days prior to the date by which such notice, agreement or action must be given or taken under the terms of the respective agreement. If the notice requires a response from Buyers, Buyers' Coordinator notice shall state a time for response. If the event a Buyer fails to respond in writing within the time period set forth in the notice from the Buyers' Coordinator, such Buyer shall be deemed to have concurred in the action proposed by Buyers' Coordinator.

第 5 條提及的建議通知，由買方協調人至少在通知發出之日前十四（14）日向所有買方提供，協議或採取行動必須根據各自的協議。如果通知需要買方的回應，買方協調人的通知應說明回復的時間。如果買方未能買方協調人通知所規定的時間內以書面形式回應，買方應視為已同意買方協調人提出的訴訟。

7. Buyers' Coordinator shall receive and forward to Buyers all notices given and received pursuant to any agreement, including the following:

買方協調人應收到並轉發所有根據協議給予和收到的通知，包括以下事項：

- a) Any notification from Seller that Buyers have failed to abide by the terms of the agreement;  
賣方通知買方未能遵守協議條款;
- b) Coordinating among each of Buyers, and between Seller and Buyer or Buyers, and the handling of communications between Seller and Buyer or Buyers in connection with performance of any agreement;

每個買家之間及賣方與買方或買方之間的協調，以及賣方與買方或買方之間就履行任何協議而進行的溝通處理

- c) Implementation of various operations of each Buyer or of Buyers which are necessary in connection with the purchasing of LNG hereunder.

實施各買方或買方對於購買 LNG 所必需的各種操作其對於購買液化天然氣是必要的。

- d) Any communication with Seller concerning any dispute over quality under the agreement;

根據協議與賣方就任何質量爭議進行溝通;

- e) Each calculation of price under the agreement;

根據協議每次計算價格;

- f) Each invoice furnished to the Seller under the agreement;

根據協議向賣方提供每張發票;

- g) Notices from Seller of a dispute concerning any invoice or the correction of a computational error in any invoice under the agreement;

根據協議賣方通知關於任何發票或糾正任何發票中的計算錯誤糾紛;

- h) Any modification of an invoice to Seller under the agreement;

根據協議給賣方發票的任何修改;

- i) Any notification or report regarding Force Majeure under the agreement;

根據協議的任何關於不可抗力的通知或報告;

- j) Any other communications or notices requested by any Buyer and which are available to the Buyers' Coordinator.

任何買方所要求的任何其他通信或通知，買方協調人亦可取得。

- 8. This Agreement shall bind and inure to the benefit of the Buyers and their respective successors and permitted assigns.

本協議對買方及其各自的繼承人和特許人的利益具有約束力。

9. This Agreement shall come into force and effect on the date hereof, and shall terminate on the date on which the last of the agreement terminates.

本協議自本協議生效之日起生效，自協議終止最後一日起終止。

10. This Agreement shall be governed and construed in accordance with the laws of \_\_\_\_\_, excluding however any conflict or laws principles which would apply the laws of another jurisdiction.

本協議應按照\_\_\_\_\_的法律進行約束和解釋，但不包括任何將適用另一個法域的法律原則的衝突。

11. Any dispute or disagreement between the Buyers' Coordinator and any other Buyers(s), or between the other Buyers, arising out of or under this Agreement shall be settled by arbitration.

買方協調人與任何其他買方之間或其他買方之間因本協議或根據本協議而產生的任何爭議或分歧應通過仲裁解決。

12. Nothing in this Agreement shall be deemed to constitute a partnership between the Buyers (or any of them) or to create between the Buyers (or any of them) any joint (or joint and several) liability.

本協議中的任何內容均不得視為構成買方（或其中任何一方）之間的合夥關係，或者構成買方（或其中任何一方）之間的任何聯合（或連帶責任）責任。

13. All notices to be given under this Agreement shall be provided to each of the Buyers at the address provided for in respect of such Buyer. Such notices shall be effective immediate upon receive.

本協議給予之所有通知應寄至各別買方提供之地址。這些通知在收到後立即生效。

IN WITNESS WHEREOF in Parties hereto have executed this Agreement as of the date first above written.

本協定雙方於上述日期簽署本協議。

BUYER 買方

\_\_\_\_\_  
By 由 \_\_\_\_\_

BUYERS' COORDINATOR 買方協調人

\_\_\_\_\_  
由 \_\_\_\_\_

\_\_\_\_\_  
由 \_\_\_\_\_