

1.公司简介

NEUERO 是德国一家于拥有百余年设计历史、拥有极为丰富的专业经验和专有技术、专注于制造用于铁路、机车、地铁和轻轨等领域的维修设备的欧洲著名轨道装备制造制造商，其产品销往欧洲、北美、亚洲等世界各地。拥有员工 200 余人，年生产能力可达 340 套移动式架车机组、100 套转向架架车单元、100 套车体架车单元、500 套转台、100 套举升和翻转装置、300 套高空作业平台及其他各种列车维修专用设备。



NEUERO 自进入中国市场以来，先后承接了上海地铁 2 号线、广州地铁 6 号线、广州地铁西朗车辆段、珠江三角洲城际快速轨道交通广佛线、深圳地铁 5 号线、深圳地铁 3 号线、南京地铁 1 号线、重庆地铁 1 号线、杭州地铁 1 号线、沈阳地铁 1 号线等项目，为国内地铁提供了 10 余套固定式架车机组等产品。

2016 年 10 月，臻诺交通智能设备（上海）有限公司在上海成立，公司以技术转让的形式全面引进德国 NEUERO 公司的成套先进技术，产品全面遵循欧洲、德国与中国铁路标准，并先后取得了上海地铁 17 号线朱家角停车场、上海地铁徐泾车辆段一期、上海地铁徐泾车辆段二期、南宁地铁 2 号线、重庆地铁 10 号线、重庆 5 号线、乌鲁木齐地铁 1 号线、西安地铁 6 号线、成都地铁 6 号线、南京地铁 7 号线等十余套固定式地下架车机组项目及其他工艺设备，其中部分项目已执行完毕并投入运营。公司拥有员工 82 人，其中机械、电气高级工程师 12 人，工程师 36 人，工人技师 6 人。

基于德国严谨的设计理念，结合国内地铁的用户习惯与实际需求，产品不断创新、深化和发展，目前已经形成了产品部件模块化、系列化设计、系统控制技术、产品安装、现场调试工艺等完整的技术规范与管理体系，产品优异的质量、可靠的性能、快速的售后服务，赢得了中国轨道交通行业内的卓越口碑、信任与良好声誉。

截止目前，公司的生产运营已经平稳、高质展开，基本形成了年约 20 套固定式架车机、120 台/柱移动式架车机以及转盘、转向架升降台及其他各种列车维修专用设备的生产能力，可为用户提供可靠的生产保障与技术支持。



Neuero Technology GmbH

Neuero Transport Intelligent Equipment (Shanghai) Co., Ltd

Know-how License Agreement 专有技术转让协议

本**技术转让协议**（以下简称“本协议”）由以下双方于二〇一六年十一月十一日签订：

This know-how license agreement is signed by the both Parties on November 11, 2016.

转让方：Neuero Technology GmbH（以下简称“Neuero”），一家依据德国法律组建的公司，位于德国 Neuerostrasse 1, 49324 Melle，授权代表人 Bernhard Uhlen 先生；和

Party A (“Licensor”) : Neuero Technology GmbH, a company established according to German Law, represented by its Managing Director Mr. Bernhard Uhlen, whose registered office is at Neuerostrasse 1, 49324 Melle, Germany (hereinafter referred to as "Licensor", Party A),

受让方：玺诺交通智能设备（上海）有限公司（以下简称“玺诺上海”），一家依据中华人民共和国法律组建的公司，位于中国上海市三门路 561 号 8 幢 1515 室，邮政编码 200439，授权代表人为李洁女士。

Party B (“Licensee”) : **Neuero Transport Intelligent Equipment (Shanghai) Co., Ltd**, a company established according to Chinese Law, registered in Shanghai, China, represented by Ms. Li Jie, whose registered office is Room 1515, Building 8, No. 561, Sanmen Road, P.R.China, Postcode:150028 (hereinafter referred to as "Licensee", Party B).

鉴于，转让方拥有百余年设计、制造用于铁路、机车、地铁和轻轨等领域的维修设备的经验，产品销往世界各地，在此领域积累了极为丰富的专业经验和专有技术(know-how)；并且

Whereas Licensor (A) possesses more than a hundred years of experience and valuable, mature Know-how on the design and manufacturing of maintenance equipment of railways, locomotives, metro and light railways. Its products have been sold worldwide. and

鉴于，转让方准备将技术经验传授给受让方，并愿意授予受让方世界范围内非唯一但在中国区域唯一的技术许可；并且

Whereas Licensor (A) is prepared to transfer the know-how to Licensee, and willing to grant the Licensee(B) Know-how License and Brand License that are not exclusive worldwide, but exclusive within the Greater China region, and

鉴于，受让方愿意获得转让方所提供的用于制造和销售产品和获得必要的技术支持和技术经验的世界范围内非唯一且在中国区域唯一-独家的技术许可与品牌授权。

Whereas Licensee (B) is willing to obtain the know-how, expertise and technical documentation in connection with Products as defined in Agreement to manufacture, use and sell Contract Products, and agree to grant Licensee (B) Know-how License and Brand License that are not exclusive worldwide, but exclusive within the Greater China region.

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Neuero Technology GmbH

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因此，转让方和受让方双方达成如下协议：

Now and therefore, **Licensor** (A) and **Licensee** (B) agree to enter into Agreement under the following terms and conditions:

第一条 定义 Definition

1.1 “**产品**”指由转让方独立开发设计的，具有自主知识产权、专有技术和专业经验的，本协议下的七项设备：移动式架车机组、固定式架车机组、转向架检修升降台、举升和旋转设备、举升平台、移车台和存储系统等。

Products refers to the seven (7) equipment under Agreement that are designed by Licensor (A) and with its own independent expertise and Know-how:

1. Lifting Jacks
2. Underfloor Lifting Plants
3. Bogie Repair Hoists
4. Lifting and Turning Device
5. Lifting Platform
6. Traversers
7. Storage System

1.2 “**Know-how**”指本协议下产品设计、生产、装配、安装、测试、调试、营销和售后服务等整个过程所必须的或有用的专业经验和专有技术的。

Know-how refers to the expertise and Know-how that are required or useful for designing, manufacturing assembling, installation, testing, commissioning, service marketing and after-sales service of the Products defined in Agreement.

1.3 “**保密信息**”指转让方拥有的，与产品相关的，任何和所有的（无论是书面、电子文件、磁编码或其他形式）保密信息、数据、专有技术、方法、流程、设计、规格或指令（不论是否标有醒目的图标以表示其保密性），并应包括但不必限于本协议附件 1、附件 2 等所列举之文件，包括在生效后开发或创造的任何改进、发明或专有技术。

“**Confidential information**” refers to the Licensor has, and product related any and all confidential information (whether written, electronic documents, magnetic coding or other form, data, proprietary technology, method, process, design, specifications or instructions (whether or not marked with eye-catching map subscript to denote the confidentiality), and shall include but not necessarily limited to this agreement in Annex 1, annex 2 lists the files, including in the entry into force of the future development or create any improvement, invention or proprietary technology.

1.4 “**技术协助**”是指根据本协议由转让方实施的有关各产品的相关服务。

“**Technical assistance**” means the services to be implemented by the Licensor in accordance with the defined products under this agreement.

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Neuero Transport Intelligent Equipment (Shanghai) Co., Ltd

9.3 在调解和仲裁过程中，除争议事项外，双方当事人应继续执行本协议。

In the process of mediation and arbitration, the parties shall continue to implement this agreement in addition to the matters of debate.

第十条 协议生效及其他 Effectiveness of Agreement and Miscellaneous

10.1 本协议生效条件 The conditions for the effectiveness of Agreement

A. 双方授权代表签字盖章；

The Agreement shall enter into force on the date when the authorized representatives of both parties signed by the authorized representatives of both parties and stamped;

B. 转让方收到协议预付款。

Licensor (A) has received the advance payment transferred by Licensee (B).

10.2 本协议任何一方未经另一方事先书面同意，无权将其协议项下的权利和义务转让给第三方。

Neither party shall be entitled to assign its rights and duties under Agreement to any third party without prior written consent of the other party.

10.3 本协议同时用中文和英文写就，中文文本和英文文本具有同等效力。但两种文本如有差异，应以中文文本为准。

This agreement is written in Chinese and English, Chinese text and English text have the same effect. If any difference between the two texts, Chinese Text will govern.

10.4 对于本协议未包括的事项（若有），双方应在协商基础上签订补充协议。这些补充协议应成为本协议的附件和有效组成部分，并与本协议具有同等效力。

For matters not covered in this Agreement (if any), the two Parties should sign a supplementary agreement on the basis of consultation, which shall become the annex of this agreement, and shall have the same effect as this agreement.

10.5 本协议的修改仅能通过双方正式授权代表签字的书面文件形式。

This Agreement shall not be modified orally, and the amendment shall only be in writing form, which is signed by the duly authorized representatives of both parties.

10.6 本协议一式四份，每份均应被视为原件，双方各执两份。

This Agreement shall be deemed to be original in four copies and each party have two of the copies.

Know-how License Agreement



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Neuero Transport Intelligent Equipment (Shanghai) Co., Ltd

签署和换文
Signing and exchange of

本协议双方已签署并交换本协议，使其如上述规定具有法律效力和约束力。

The parties to this agreement have been signed and exchanged the agreement and make it binding and has the force of law as the foregoing.

转让方/Licensor:
Neuero Technology GmbH

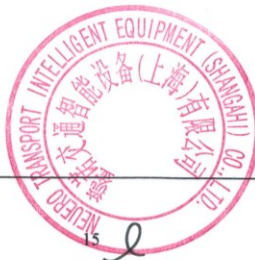
受让方/Licensee :
盛诺交通智能设备（上海）有限公司
Neuero Transport Intelligent Equipment (Shanghai) Co., Ltd.

授权签署人 : Authorized Signature
Mr. Bernhard Uhlen

授权签署人 : Authorized Signature
Ms Li Jie (李洁)



Know-how License Agreement



臻诺公司营业执照

	
<h1>营业执照</h1>	
(副本)	
统一社会信用代码 91310113MA1GL1E34F 证照编号 13000000201807040364	
名称	臻诺交通智能设备（上海）有限公司
类型	有限责任公司(自然人投资或控股)
住所	上海市宝山区三门路 561 号 8 幢 1515 室
法定代表人	李洁
注册资本	人民币 5000.0000 万元整
成立日期	2016 年 10 月 21 日
营业期限	2016 年 10 月 21 日至 2036 年 10 月 20 日
经营范围	交通检修设备、检测设备、工装及相关产品和配件的设计、开发、销售、安装、调试、维修、技术咨询、技术服务、技术转让；机电设备安装建设工程专业施工；机电设备、仪器、实验室设备、实验室耗材的进出口业务及代理进出口业务；五金交电、包装材料、机械设备、电线电缆、钢材、建筑材料、电子设备、仪器仪表、化工产品（除危险化学品、监控化学品、烟花爆竹、民用爆炸物品、易制毒化学品）批发、零售；交通检修设备、检测设备、工装及相关产品和配件的加工（限分支机构经营）。
【依法须经批准的项目，经相关部门批准后方可开展经营活动】	
	登记机关
	 2018 年 07 月 04 日



- Car Hoists
 - Cantilever design
 - Pressure pipe design
- Body Stands
 - Fixed underfloor stands
 - Movable stands



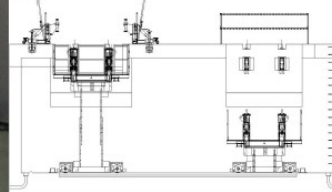
- Fixed claw
- Movable claw
- Hydr. floor running gear
- Running gear on auxiliary rail
- Fixed position



- Suitable for various wheel distances
- Possibility to actuate the wheels for crack



- Scissor type lifting table
- Underfloor rail changing





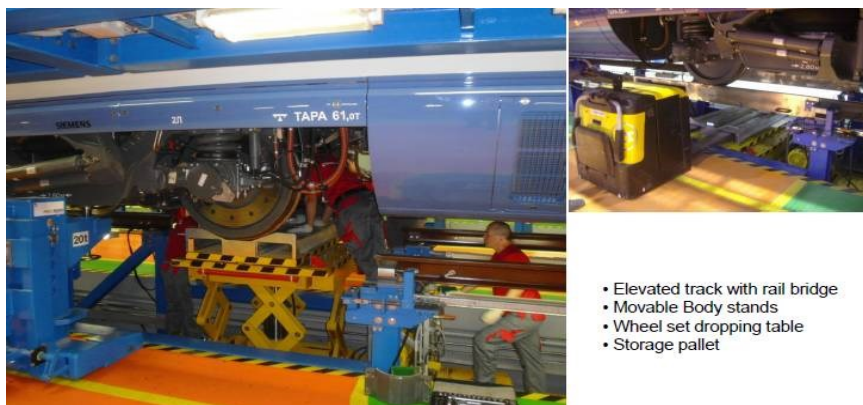
- Dropping-/turntable integrated in an elevated track with rail bridge
- Movable body stand



- Wheel sets & Bogies
- 2,2 – 3,6 m Diameter
- manually operated



- Capacity: up to 200 t
- Diameter: up to 40 m
- electrically operated



- Elevated track with rail bridge
- Movable Body stands
- Wheel set dropping table
- Storage pallet



- Movable roof or side working platform is adjustable in height and laterally
- Fixed roof working platform with steel structure ore fixed on existing steel structure



- Wheel set Storage
 - Wheel set pallets
- Bogie Storage half or fully automatic operation



- Bogie test stand
- Spring test stand