

合 同

CONTRACT

买方（代理方）：赛尔网络有限公司

The Buyers: CERNET CORPORATION

地址：北京市海淀区中关村壹号 C2 座 11 层

Address: International Trade Division C2, Zhongguancun NO.1, Haidian District, Beijing 100094, P.R.China

联系人/Contact: 陈燕

电话/Tel: (8610)62603929

传真/Fax: (8610)62701577

SHIP TO:

CONSIGNEE: CERNET CORPORATION

ADDRESS: Room 2005, JunFeng International Fortune plaza, Dalian Road 1619, Shanghai, China.

ATTN: 段梦珂/Mengke Duan

EMAIL: duanmk@cernet.com

Tel: 18621087637

Fax: 86-21-62822052

USCI: 911101087226182167

卖方（供货方）：科纳（香港）有限公司

The Sellers: CANAL (HONGKONG) COMPANY LIMITED

地址：香港荃湾海盛路 3 號 TML 大厦 25 层 A3 房

Address: FLAT/RM A3, 25/F, TML Tower, 3 Hoi Shing Road, Tsuen Wan Hong Kong

联系人/Contact: Lucy

电话/TEL: 17766106609

兹经买卖双方同意，根据编号为 0705-254505018001 的招投标文件签订本合同，并按下列规定条款购买/出售下述商品。

The Buyers and the Sellers hereby agree to sign this contract in accordance with the bidding document which No. is 0705-254505018001, the buyers agree to buy and the Sellers agree to sell the under mentioned commodity according to the terms and conditions stipulated below:

1. 合同范围和价格

SCOPE OF CONTRACT AND CONTRACT PRICE

编号 Item No.	品名与规格 Commodity, Specifications	单位 Unit	数量 Qty	单价 Unit Price	总金额 Total Amount
1	高分辨质谱仪 High-Resolution Mass Spectrometer 型号: Orbitrap Astral Zoom 品牌: thermo scientific	套	1	CNY14,700,000.00	CNY14,700,000.00
总计: CIP 指定项目现场人民币免税价 人民币壹仟肆佰柒拾万元整 CNY14,700,000.00 Total Value: CIP RMB tax-free price for Designated Project Site, SAY CNY FOURTEEN MILLION SEVEN HUNDRED THOUSAND ONLY					
备注: 招标编号为 0705-254505018001 的招投标文件及合同附件是合同不可分割的部分					

2. 原产地和制造商：德国/赛默飞世尔科技

COUNTRY OF ORIGIN AND MANUFACTURERS: Germany/Thermo Fisher Scientific

3. 包装

PACKING

使用全新坚固、适宜长途海运/打包邮寄/空运、陆运和天气变化之木箱/纸箱包装，该包装必须能够经受防潮、粗鲁搬运、防雨、防腐、防冻、防震、防漏。卖方必须对任何由于包装不妥造成货物的损坏、损失、费用支出及因未采取适当保护性措施所至的锈蚀负责并承担一切费用。包装中应包含全套的货物使用说明和服务指南。

To be packed in new strong wooden case(s) or in carton(s), suitable for long distance ocean/parcel post/air and inland transportation, and change of climate, well protected against moisture, rough handling, rain, corrosion, freeze and shocks. The Sellers shall be liable for any damage and loss of the commodity and expenses incurred on account of improper packing and for any rust attributable to inadequate or improper protective measures taken by the Sellers in regard to the packing.

One full set of service and operation instructions concerned shall be enclosed in the case(s).

4. 运输标志

SHIPPING MARK

卖方须在包装上用不褪色颜料在每个包装箱四周标明箱号、合同号、目的港、毛重、净重、尺寸、体积以及“勿使受潮”“小心轻放”“此面朝上”等字样及吊装位置和唛头。

The Sellers shall mark on each package with fadeless paint the package number, Contract No., Port of Destination, gross weight, net weight, measurement and the wordings: "KEEP AWAY FROM MOISTURE" "HANDLE WITH CARE" "THIS SIDE UP" etc. and the shipping mark:

25CERNET/SHC24840SH

SHANGHAI CHINA

5. 装运期: 不晚于 2025 年 11 月 1 日

TIME OF SHIPMENT: No later than November 1, 2025.

6. 装运港: 德国主要机场

PORT OF SHIPMENT: MAIN AIRPORT IN GERMANY

7. 目的港: 上海机场, 中国

PORT OF DESTINATION: SHANGHAI AIRPORT, CHINA

8. 保险: 由卖方按发票金额 110% 投保一切险及战争险。保险最终目的地: 买方指定地点。

INSURANCE: To be covered by the Sellers for 110% of the invoice value against All Risks/War Risks. Insurance Final Destination: the designated place of the buyers.

9. 付款方式: 80% 货款开立不可撤销即期信用证凭本合同第十款所列单据支付, 20% 货款根据签字的中文或英文验收合格报告电汇支付。

PAYMENT: 80% of the contract value irrevocable L/C at sight paid against the shipping documents stipulated in the clause 10 of the contract, 20% of the contract value shall be paid by TT against the Chinese or English Acceptance signed.

10. 单据

DOCUMENTS

(1) 卖方所提供的所有单据, 包括随货所附的所有单据其中的合同编号、货物的品名、规格、型号、数量、价值(包括价值的标注方式)必须与合同完全一致, 否则即为卖方构成根本性违约, 卖方应承担因此产生的全部损失及其它法律责任。

(1) All the documents furnished by the Seller including contract numbers, names, specifications, quantities, and value (including the quotations of the values) of the goods in all the documents enclosed under the goods shall be in strict accordance with the Contract. Otherwise the Seller is considered as material breach of the Contract and shall bear all losses consequently arising there from and other legal duties.

(2) 空运:

In case of air-freight:

卖方需要提交下列的文件给买方:

The Sellers shall present the following documents to the buyer:

- 一份空运单正本, 注明“运费已付和收货人为买方”。

One original of airway bill marked Freight Prepaid and consigned to the Buyers.

- 商业发票, 3 份正本, 3 份复印件, 并标明合同号和装运标记。

Signed Commercial Invoice in 3 originals and 3 copies indicating Contract No. and Shipping Mark, made out in details as per the relative contract.

- 箱单一式两份, 由工厂或卖方或其他单位签发。

Packing List in 2 originals issued by the Manufacturers /Sellers/Others.

- 数量证明和质量证明, 原件及复印件各一份, 由工厂或卖方签发。

Certificate of Quality and Quantity in 1 original and 1 copy issued by the Manufacturers or Sellers.

- 对于 CIP 条款, 全套 (包括 1 份正本和 1 份复印件) 保单, 110% 合同金额, 涵盖空运所有运输风险和战争险。保险最终目的地: 买方指定地点。

In case of CIP, Full Set (included 1 original and 1 copy) of Insurance Policy, covering Air Transportation 110% of invoice value against all risks and war risks. Insurance Final Destination: the designated place of the buyers.

- 由卖方出具的原产地证明, 1 份正本和 2 份复印件。

Certificate of Origin in 1 original and 2 copies.

- 针对木质包装, 由卖方或厂商出具的木质熏蒸证明, 1 份正本和 1 份复印件。卖方出具“在出口国家的权威检疫部门已经做过熏蒸, 并在每件木质包装上都标有 IPPC 标志”的证明; 若货物包装全部为非木质, 卖方出具非木质包装声明, 1 份复印件。

IPPC declaration in 1 original and 1 copy issued by the seller or manufactory. Seller's Certificate certifying that the fumigation treatment has been made by authoritative Inspection & Quarantine bureau in export country, and IPPC indicated evidently on each wooden package;<For Wooden Packing material or Wooden Pallet> and/or Declaration of packing material in 1 copy issued by the seller or manufactory <For Non-Wood Packing material or Non-Wood pallet>.

11. 装运

SHIPMENT

CIP 价格条件:

- 卖方负责按时将货物从装运港运至目的港, 不允许分批装运。
- 货物邮寄或空运时, 卖方须根据本合同第 5 款规定的装运期前 2 天以传真或信函通知买方预计交货期、合同号、品名和发票金额等。

C. 卖方在发货前须询问买方进口手续办理情况后再确定发货时间, 因没有得到买方发货通知, 卖方单方面发货而造成买方不能及时报关所产生的额外费用需由卖方承担。

CIP Terms:

a. The Sellers shall ship the goods within the time of shipment from the port of shipment to the port of destination. Batches shipment is not allowed.

b. In case the goods are to be dispatched by parcel post/air-freight, the Sellers shall, 2 days before the time of delivery as stipulated in Clause 5, inform the Buyers by fax/letter of the estimated date of delivery, Contract No., commodity, invoiced value, etc.

c. Sellers should confirm the progress of import procedures with buyers, in case the goods are shipped without the notice from the buyers, the sellers should bear all the extra costs of clearance.

12. 装运通知**SHIPPING ADVICE**

卖方完成装运货物后, 须 2 天内以传真或信函通知买方合同号、品名、空运主运单号或海运提单号、发票金额、毛重、船名及启航日期等。如有易燃和危险品, 亦应详述。

The Sellers shall, immediately upon the completion of the loading of the goods, advise by fax/letter the Buyers of the Contract No., commodity, master Airway Bill No./Ocean Bill No., invoiced value, gross weight, name of vessel and date of departure etc within 2 days. The details of inflammable and dangerous goods, if any, shall be also indicated.

13. 品质证明**GUARANTEE OF QUALITY**

卖方保证本合同项下之商品是由最好的材料及一流工艺所制造、崭新的、未经使用的商品, 完全符合合同规定的质量和规格。原厂质保期为货物最终验收合格之日起算 5 年。

The Sellers guarantee that the commodity hereof is made of the best materials with first class workmanship, brand new and unused, and complies in all respects with the quality and specifications stipulated in this Contract. The Original factory guarantee period shall be 5 years counting from the date of final acceptance of the goods.

14. 检验和索赔**Inspection and Claims:**

a. 在交货以前制造厂应就订货的质量、性能、规格、数量/重量做出准确和全面的检验, 并出具货物和本合同规定相符的证明书, 该证明书为议付/托收货款而应提交银行的单据组成部分, 但不得作为货物的质量、性能、规格和数量/重量的最后依据。制造厂应将记载实验细节和结果的书面报告附在质量证明书内。

The manufacturers shall before making delivery, make a precise and comprehensive inspection of the goods as regards their quality, performance, specifications and quantity / weight, and issue certificate(s) certifying that the goods are in conformity with the stipulations of this contract. The certificate(s) shall form an integral part of the documents to be presented to the paying bank for negotiation / collection of payment but shall not be considered as final in respect of quality, performance, specifications and quantity/ weight. Particulars and results of the test carried out by the manufacturers must be shown in a statement to be attached to the said Quality Certificate.

b. 如发现到货与合同规定的不符, 除应由保险公司或航运公司负责者外, 买方于货物到货后 60 个月内凭上海海关/官方认可的第三方检验机构出具之检验证书有权拒收货物或向卖方索赔。

After arrival of the goods at the port of destination if any discrepancies are found by the Bureau regarding the goods with the contract, except those for which either the insurance company or the shipping company is responsible, the Buyers shall, within 60 months after discharge of the goods at the port of destination, have the right either to reject the goods or to claim against the Sellers on the strength of the inspection certificate issued by the Shanghai Customs or the third party inspection institution.

c. 在本合同第 13 条规定的质保期限内, 如发现货物无论任何原因引起缺陷包括内在缺陷或使用不良的原料, 买方应申请上海海关/官方认可的第三方检验机构检验, 并有权根据检验证明向卖方索赔。

Within the guarantee period stipulated in Clause 13 hereof should the quality and /or the specification of the goods be found not in conformity with the contracted stipulations, or should the goods prove defective for any reasons, including latent defect or the use of unsuitable materials, the Buyers shall arrange for an inspection to be carried out by the Shanghai Customs or the third party inspection institution and have the right to claim against the Sellers on the strength of the inspection certificate issued by the Bureau.

15. 索赔解决方法**Settlement of claims:**

如货物不符合本合同规定应由卖方负责者，同时买方按照本合同第 13 和 14 条的规定在索赔期限或质量保证期限内提出索赔，卖方在取得买方同意后，应按下列方式理赔：

In case the Sellers are liable for the discrepancies and a claim is made by the Buyers within the period of claim or quality guarantee period as stipulated in clause 13 and 14 of this contract, the Sellers shall settle the claim upon the agreement of the Buyers in the following ways:

a. 同意买方退货，并将退货金额以成交原币偿还买方，并承担因退货而发生的一切直接损失和费用包括利息、银行费用、运费、保险费、检验费、仓租等一切其他必要费用。

Agree to the rejection of the goods and refund to the Buyers the value of the goods so rejected in the same currency as contracted herein, and to bear all direct losses and expenses in connection therewith including interest accrued, banking charges, freight, insurance premium, inspection charges, storage and all other necessary expenses required for the custody and protection of the rejected goods.

b. 按照货物的疵劣程度，损坏的范围和买方所遭受的损失，将货物贬值。

Devalue the goods according to the degree of inferiority, extent of damage and amount of losses suffered by the Buyers.

c. 调换有瑕疵的货物，换货必须全新并符合本合同规定的规格、质量和性能。卖方并承担因此产生的一切费用和买方遭受的一切直接损失。对换货的质量，卖方仍应按本合同第 13 条的约定，保证期为 60 月。

Replace the defective goods with new ones which conform to the specifications, quality and performance as stipulated in this contract, and bear all expenses incurred and direct losses sustained by the Buyers. The Sellers shall, at the same time, guarantee the quality of the replacement goods for a further period of 60 months as specified in Clause 13 of this contract.

16. 不可抗力

FORCE MAJEURE

在货物的加工、装运或运输过程中，由于不可抗力导致的延误装船或不能出运，卖方不负责任。卖方应在上述事件发生十四天之内通知买方，并将事故发生地专门的政府权威机构签署的事故证明书以航空信件寄给买方。在这种情况下，卖方仍有义务采取一切必要手段，使货物尽快出运。如果事故持续超过十周，买方有权取消合同。

The Sellers shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit. The sellers shall advise the Buyers within 14 days of the occurrence mentioned above, the Sellers shall send by airmail to the Buyers for their acceptance a certificate of the accident issued by the Competent Government Authorities where the accident occurs as evidence thereof.

Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 10 weeks, the buyers have right to cancel the Contract.

17. 迟延交货及惩罚

LATE DELIVERY AND PENALTY

如果卖方没有按照合同规定的日期交货，除本合同第十六条所规定的不可抗力之外，如果卖方愿意支付罚金（由偿付行从货款中扣除），则买方应同意延期出运。罚金不超过迟延出运货物总价的 5%。罚金比率为每七天 0.5%，不足七天以七天计。如果卖方比合同规定的装船时间迟延十周，则买方有权解除合同。即使解除合同，卖方也应向买方支付罚金。

Should the Sellers fail to make delivery on time as stipulated in the Contract, with exception of Force Majeure causes specified in Clause 16 of this Contract, the Buyers shall agree to postpone the delivery on condition that the Sellers agree to pay a penalty which shall be deducted by the paying bank from the payment.

The penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. The rate of penalty is charged at 0.5% for every seven days, odd days less than seven days should be counted as seven days. In case the Sellers fail to make delivery ten weeks later than the time of shipment stipulated in the Contract, the Buyers shall have the right to cancel the contract and the Sellers, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyers without delay.

18. 争议的解决

Dispute settlement:

a. 法律适用: 本合同的订立、效力、解释、履行和争议的解决均受中华人民共和国颁布的法律管辖。《联合国国际货物销售合同公约》不适用于本合同。

Governing Law: The formation, validity, interpretation and performance of the Contract and resolution of any disputes relating to the Contract shall be governed by the laws of the People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

b. 卖方和买方之间所有与合同有关或在执行合同过程中发生的纠纷应通过友好协商的方式解决,如果经过协商仍不能解决,则应提交给上海国际经济贸易仲裁委员会,根据该仲裁委员会届时有效的仲裁规则,以仲裁方式解决。仲裁地点在上海,并且仲裁裁决是终局的,对卖方和买方均有拘束力。仲裁费由败诉方承担,仲裁语言为中文和英文。

All disputes between the Sellers and the Buyers in connection with the Contract or the performance of this Contract shall be settled amicably through negotiations. In case no settlement can be reached, the dispute shall be submitted for arbitration to Shanghai International Economic and Trade Arbitration Commission in accordance with its Arbitration Rules then in force. The arbitration shall take place in Shanghai and the arbitral award is final and binding upon the Sellers and the Buyers. Arbitration fee shall be borne by the losing party. The Arbitration language shall be provided in Chinese and English.

19. 出口管制

EXPORT CONTROL:

卖方应在获悉货物和/或此类商品的任何部分/材料的任何出口管制状态的进展后,立即书面通知买方,并应尽其合理努力获得此类出口许可证。如果合同因出口许可原因被解除,卖方应无条件退回买方已支付的全部款项并承担买方已发生的相关费用。

The Sellers shall notify the Buyers in writing any evolution of the export control status of the goods and/or any part/material of such commodities as soon as the Sellers are informed of such evolution and shall exert reasonable efforts to obtain such export licenses. If the contract is cancelled for export control reason, the Seller shall unconditionally refund all the payments already made by the Buyer and bear the related costs already incurred by the Buyer.

20. 一致性

CONSISTENCY

卖方在本合同项下开具的发票、装箱单和其他单据必须与本合同严格一致。卖方在本合同项下交付商品的规格、技术指标、数量和价格等也必须与合同、发票和装箱单严格一致。如卖方违反本规定,由此而产生的一切后果由卖方承担。

The Invoice, Packing List and other documents issued by the Seller under this contract must be strictly in conformity with the contract. Also, the commodities delivered by the Sellers under this contract, must be strictly in conformity with the contract Invoice and Packing List in terms of specification, technical indices, quantities and price. Should the Sellers fail to abide by this stipulation, the Sellers shall take their own responsibility for all the consequences arising thereof.

21. 税费**TAXES AND DUTIES**

21.1 卖方负责支付所有中国境外因执行本合同所产生的全部税费。

21.1. All taxes arising outside of China in connection with the execution of this Contract shall be borne by the Sellers.

21.2 由中华人民共和国政府根据现行税法向买方征收的与执行本合同相关的全部税费由买方承担。

21.2. All taxes in connection with, and in the execution of this Contract to be levied by the Government of the P.R.C. on the Buyers in accordance with the tax laws in effect shall be borne by the Buyers.

22. 特殊规定**SPECIAL PROVISIONS**

国内运输：买方办理完海关的清关手续后由卖方承担将货物运抵买方指定地点的运保费及卸货费等费用。

DOMESTIC TRANSPORTATION: Upon the buyer finished the customs clearance, the Seller shall bear the freight and insurance charges and unloading charge for transfer the goods to the designated place of the buyers.

本合同一式五份，买方持四份，卖方持一份。本合同依照 2010 年国际贸易术语解释通则和国际商会《国际销售示范合同》制定。本合同以中英文同时制成。如果两种文本之间有冲突，应以中文文本为准。

In witness thereof, this Contract is made out in five originals: the Buyer keeps four originals of the five after the signing of the contract, the Seller keeps one. This contract is complied with Incoterms 2010 and United Nations Convention on Contracts for the International Sale of Goods. The Contract is made both in English and Chinese. If there is any conflict between the two versions, the Chinese version shall prevail.

不允许卖方发货时夹带试剂。否则，产生的费用和 risk，由卖方承担。

It is not allowed shipment with reagents. If not, the cost and risk shall be borne by the Seller.

整箱货物不全是危险品而实际入了危险品仓库或者冷冻库，由此引起的额外费用，包括但不限于仓储费需由卖方承担。

If the whole box goods which are not all dangerous goods actually enter the dangerous goods warehouse or freezer, the additional cost, including but not limit to warehousing fee should be borne by the Seller.

本合同和所有的附件构成完整的协议，任何对本协议的修改都应是书面的，而且应有双方授权代表的签字。This contract and all appendixes constitute the entire agreement; any amendment to this agreement shall be in writing, signed by the duly authorized representatives of each of the parties.

协议的任何一方违约或不履行此协议的实质性条款、条件或约定，则另一方有权自行暂时中止执行直至违约方不再违约或不履行义务。签约双方将通过所有合理途径予以合作，促使该违约或不履行能得以补救。

In the event either party is in breach or default of any of the material terms, conditions or covenants of this agreement, then the other party shall have the right to, at his discretion, suspend the execution until such moment the breaching party is no longer in breach or default. Both parties shall cooperate in every reasonable way to facilitate the remedy of a breach or default.

本合同应根据中华人民共和国法律解释。

The contract shall be interpreted in accordance with the laws of the P.R.C.

本合同是赛尔网络有限公司 2012 版。除非相关法律要求或得到赛尔网络有限公司的许可，否则本合同不得被公开或被泄露。

This contract is the 2012 edition of CERNET CORPORATION Unless required by applicable laws or admitted by CERNET CORPORATION, this contract can not be published or be disclosed.



赛尔网络
CERNET

CG--GJMY--2012

买方（代理方）：赛尔网络有限公司

THE BUYERS: CERNET CORPORATION

授权代表：

Authorized representative:

签字：

Signature:

日期 (Date):



卖方（供货方）：科纳（香港）有限公司

THE SELLERS: CANAL (HONGKONG) COMPANY LIMITED

授权代表：

Authorized representative:

签字：

Signature:

日期 (Date):

For and on behalf of
CANAL (HONGKONG) COMPANY LIMITED
科纳（香港）有限公司

.....
(2) Authorized Signature(s)

2025.10.15