上海中艺励安进出口有限公司
SHANGHAI LI AN IMP. & EXP. CORP.

合　同
CONTRACT

合同编号：**26LA-4117**

Contract No: 26LA-4117

(This number must be quoted in all your communications and Shipping documents)

日期：**2026/7/16**

Date: 2026/7/16

买方：
THE BUYERS:

上海中艺励安进出口有限公司
SHANGHAI LI AN IMP. & EXP. CORP.
RM. C, FL. 7, NO. 18 CAO XI BEI RD.,
200030 SHANGHAI, CHINA
Tel: +86-(0)21-64272887 Fax: +86-(0)21-64277370

卖方：
THE SELLERS:

达迈国际贸易有限公司
DYNAMAX INTERNATIONAL TRADING CO., LIMITED
FLAT/RM A 20/F, ZJ 300, 300 LOCKHART ROAD, WAN CHAI, HK
电话（Tel）：00852-25377886 传真（FAX）：00852-25377780
最终用户：上海科技大学
End-user: ShanghaiTech University

本合同由买卖双方订立，根据本合同规定的条款，买方同意购买，卖方同意出售下列商品：
This Contract is made by and between the Buyers and the Sellers, whereby the Buyers agree to buy and the Sellers agree to sell the under-mentioned commodity on the terms and conditions stipulated below:

(1)货名及规格 Commodity and Specifications	(2) 数量 Quantity	(3) 单价 Unit Price	(4) 金额 Amount
Biomek i5 Automated Workstation 自动化移液处理工作站(含机械臂与轨道) MODEL: Biomek i5 品牌: BECKMAN COULTER	1 SET	CNY2,412,000.00	CNY2,412,000.00
TOTAL: CIP SHANGHAI TECH UNIVERSITY			CNY2,412,000.00

(5)、生产国别和制造厂商： Country of Origin and Manufacturers:

美国/BECKMAN COULTER, INC.

(10)、包装： Packing:

STANDARD EXPORT PACKING

(6)、装运期限：Time of Shipment:

Within 3 months after signed the contract
合同签订后3个月内（并收到免表完成通知）

(7)、装运口岸： Port of Loading:

The Main Airport of USA 美国主要机场

(11)、保险： Insurance:

由卖方负责

(8)、到货口岸： Port of Destination:

SHANGHAI AIRPORT,CHINA

(9)、装运唛头： Shipping Mark: 26LA-4117/SHANGHAI CHINA

卖方应在每件包装上用不褪色油墨清楚地标刷件号、尺码、毛重、净重、"此端向上"、"小心轻放"、"切勿受潮" 等字样，并刷有以下唛头：
On the surface of each package,the package number,measurements,gross weith net weight,the lifting positions,warning such as "THIS SIDE UP","HANDLE WITH CARE","KEEP AWAY FROM MOISTURE" and following shipping mark shall be stenciled legibly in fadeless paint:

(12)、付款条件： **BY 100% L/C(90% AT SIGHT AGAINST SHIPPING DOCUMENTS ,10% AGAINST ACCEPTANCE REPORT ISSUED,SIGNED AND SEALED BY THE END USER)**
100%信用证（90%发货后凭装运单据支付，10%验收后凭最终用户签字及学校盖章的验收报告支付）

(13)、卖方需在得到最终用户的免税证明后方可发货，如卖方擅自提前发货，则由此导致买方无法及时清关所产生的一切额外费用由卖方承担。
The seller should ship the goods after received the Tax-Free Certification provided by the end-user Otherwise the seller will assume all the extra fee for delayed declaration

(14)、特别条款（如特别条款与印刷条款有抵触时，应以此条款特别条款为准）
Special Conditions (These Shall prevail over all printed terms in case of any conglict)：
美产货物在进口时被中国海关实施加征关税，加征的关税由卖方承担。并且货物进口申报之日起十个工作日内将加征的关税另行支付给买方，否则卖方同意买方在支付合同验收尾款时直接予以扣减。
Any additional tariffs imposed by Chinese Customs on U.S.-origin goods upon importation shall be borne solely by the Seller. Within ten (10) business days from the date of customs declaration of the goods, the Seller shall pay such additional tariffs separately to the Buyer. If the Seller fails to do so, the Seller agrees that the Buyer shall have the right to deduct the corresponding amount directly from the final acceptance payment due under the Contract.

(15)、本合同一式四份，买卖双方各执一份、最终用户执两份为证

This Contract is made out in four original copies ,one copy to be held by the Seller and the Buyer, two copies to be held by the end user.

买方 上海中艺励安进出口有限公司 SHANGHAI LI AN IMPORT & EXPORT CORPORATION
The Buyer

卖方
The Seller

Attachment Ⅰ to contract No.26LA-4117

合同26LA-4117附件Ⅰ

List of The Equipment

配置清单

ITEM	P/N NO.	QTY	DESCRIPTION
自动化移液处理工作站			
1	B87583	1	Biomek i5 Multichannel with enclosure,System includes: accuframe tool, side and rear safety shields, front safety light curtain, Enclosure,Automation Controller, Biomek Software Biomek i5自动化移液工作站（主机标配：360旋转抓扳手1个、红外光幕防护系统1套、摄像头 2个、25个标准板位）
2	B87589	1	Pipetting head, MC-96, 5 - 1200 µL 1200ul量程96通道加样器
3	B87469	1	SAMI EX Software 5.0, Software licence only, no controller SAMI Ex时序优化软件
4	B87477	14	ALP, 1x1 static 耗材载架
5	C02867	7	ALP, 1x1 Tip Load 装载吸头载架
6	B87483	1	ALP, Trash 垃圾站
7	NPN	1	Shaking Peltier ALP Ship Kit for BNXP/BFXP 帕尔贴振荡器
8	NPN	1	ALP, Vibration Isolation Mounting Plate 载架适配器
9	C05026	1	Kit, Servo Shuttle, 30" 轨道
10	C05753	1	Kit, Installation - i-Series Workstation；整合设备安装包
外置机械臂与轨道			
11	B38317	1	Integrated Solution SCARA Robot, Extended Z, Extended Reach and Integration Kit SCARA 机械臂
12	B38321	1	SCARA Robot, 2.0 Rail 2米SCARA轨道
13	C42746	1	Kit Servo Shuttle,39' 轨道
14	267768	1	Product, Integrated System Performance Windows 10 Automation Controller整合组件

Attachment Ⅱ to contract No.26LA-4117
合同26LA-4117附件Ⅱ
General conditions of Sale
销售一般条件

1. Warranty

保修

The warranty period of the contract commodity supplied by the seller shall be 12 months counting from the date of Final acceptance of the Contracted Commodity by the End user.

保修期限为最终验收合格后的12个月。

2. Guarantee of Quality

质量保证

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 specification stipulated in this contract. The seller guarantee that the quality and after service of the commodity hereof confirm to the bidding documents and the memorandum for bidding documents, otherwise the buyers has the right to suspend or cancel the contract. If the goods have any problems during the guarantee period, the Seller shall be responsible for repairing, replacement or return free of charge, and bear all the responsibilities and expenses during any one of the aforementioned processes, including but not limited to: Customs clearance fees of import and export, the fees of commodity inspection, round-trip freight and insurance fees, repairing fees and the taxes, etc.

卖方保证所提供的商品是由优质原料、一流工厂所生产，并是未经使用过的、全新的，符合本合同要求的各项质量标准。卖方保证货物的质量和售后服务符合报价单/招投标文件要求，否则买方有权利中止或者取消合同。如在质保期内设备出现问题，卖方负责免费维修、换货或退货，并承担在上述任一过程中的全部责任及一切费用，包括但不限于进出口清关杂费、商检杂费、往返运保费、维修费、税款等。

During the guarantee period, if the goods have to be repaired by the Manufacturer in CH, the Seller should bear all the relative repair costs, including double-way transportation, import and export Customs Clearance charges and relative costs etc. If maintenance time beyond 15 working days, the guarantee period should be extended accordingly (Details as per technical agreement).

在货物保证期内，如货物需要返回原厂进行维修，卖方需承担所有相关的返修费用（包括：往返运费，清关费用等相关费用），如返修时间超过15个工作日，则质保期顺延。

3. Inspection and Claims

检验和索赔

The manufacturers shall before making delivery, make a precise and comprehensive inspection of the goods as regards the quality, specifications, performance, and quantity/weight, and issue certificates certifying that the goods are in conformity with the stipulations of this Contract. The certificate shall form an integral part of the documents to be presented to the paying bank for negotiation of payment but shall not be considered as final in respect of quality, specifications, performance 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 Certificates.

在交货以前，制造厂应就订货质量、规格、性能、数量、重量作出准确和全面的检验，并出具货物与本合同规定相符的证明文件。该证明文件为议付/托收货款时应提交给银行的单据的组成部分，但不得作为货物的质量，规格，性能和数量、重量的最后依据。

Within 180 days after the arrival of the goods at destination, should the quality, specification, or quantity be found not in conformity with the stipulations of the Contract except those claims for which the insurance company or the owners of the vessel are liable, the Buyers shall, on the strength of the Inspection Certificate issued by China Customs or commodity inspection agencies, have the right to claim for replacement with new goods, make up the deficiencies with new ones, return of the goods or a compensation, and all the expenses (such as inspection charges, transport freight in the replacement of inferior goods, insurance, storage charges, loading and unloading charges etc.) shall be borne by the Sellers. Any and all claims shall be regarded as accepted if the Sellers fail to reply within 10 days after receipt of the Buyers' claim.

货物抵达目的港180日内，如发现质量、规格、数量与合同的约定不一致，除保险公司或船主声明负责的以外，买方根据商检机构出具的检验证书有权要求换货、补货、退货或者要求赔偿，所需费用（如检验费、退回次品运输替换货品的运费、保险费、仓储费、装卸费等）由卖方承担。卖方收到索赔通知后，如果在10日内未作出书面答复，即视为卖方同意买方提出的一切索赔要求。

The Sellers shall guarantee quality of the commodity. If damages occur within the guarantee period, being inferior quality, poor workmanship, or inferior materials, Buyers shall put forward a claim and all the related expenses incurred, regarding the elimination of such damages there from, shall be borne by the Seller.

卖方应保证商品质量。在货物保修期以内，若由于质次、工艺差或使用次品原料而导致货物在运行过程中损坏，买方有权向卖方提出索赔，由此带来的费用由卖方承担。

4.Settlement of claims

索赔解决办法

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 the Contract , the Sellers shall settle the claim upon the agreement of the Buyers in one or the combination of the following ways:

如卖方不按本合同规定履行义务，买方按照本合同提出索赔，卖方在取得买方同意后，应按下列方式其中一条或数条综合进行理赔。

(1)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 occurred, banking charges, freight, insurance premium, inspection charges, storage, stevedore charges, exchange rate fluctuation and all other necessary expenses required for the custody and protection of the rejected goods.

(1)同意买方退货，并将退货金额以成交原币偿还买方，并负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、商检费、仓租、码头装卸费、汇率波动以及为保管退货而发生的一切其他必要费用。

(2)Replace the defective goods or make up the deficiencies with new ones which conform to the specifications, quality and performance as stipulated in this Contract, and bear all expenses incurred to and direct losses sustained by the Buyers. The Sellers shall, at the same time, guarantee the quality of the replacement and supplement goods for a further period of 12 months.

(2)调换有瑕疵的货物或补足短缺。补货、换货必须全新并符合本合同规定的规格、质量和性能。卖方应负担因此而产生的一切费用和买方遭受的一切直接损失。对补货、换货的质保期，卖方仍应按合同规定，保证是补货、换货验收合格之后12个月。

(3)Devaluate the goods according to the degree of inferiority, extent of damage and amount of losses suffered by the Buyers.

(3)按照货物的次劣程度，损坏的范围和买方所遭受的损失，降低货物的价格。

5. Force Majeure

不可抗拒力

The seller should inform the buyer in 14 days in the case of force majeure when manufacturing or shipping. The buyer have the right cancel terminate the contract if the goods delay more than 10 weeks because the force majeure.

在制造或装运过程中，因人力不可抗拒的事件，致使迟交货或不能交货时，卖方应立即通知买方，并在14天内给买方寄一份由主管政府当局签发的事故证明书，此情况下，卖方仍有责任采取一切有必要措施加速交货，如事故延续10周以上，买方有权撤消合同。

6. Late delivery and penalty

迟交和罚款

In case of delayed delivery, except for force major cases, Two parts should negotiate on time. The Sellers shall pay to the Buyers for every week of delay a penalty amounting to 0.5% of the total value of the goods when delivery has been delayed. Any fractional part of a week is to be considered a full week. The total amount of penalty shall not, however, exceed 5% of the total value of the goods involved in late delivery and is to be deducted from the amount due to the Sellers by the paying bank at the time of negotiation,or by the Buyers direct at the time of payment.In case the period of delay exceeds ten weeks after the stipulated delivery date the Buyers have the right to terminate this Contract but the Sellers shall not thereby be exempted from the payment of penalty.If the delay of delivery caused by the buyer, the seller has the same right to claim against the buyer

除人力不可抗拒事故原因以外，如卖方不能按合同规定的时间交货，双方先进行协商解决，协商不成，买方可同意卖方在支付罚款的条件下延期交货。罚款可由支付银行在议付货款时扣除，罚款不超过迟交货物总价的5%，罚款率按7天收0.5%，不足七天以7天计算，如卖方延期交货超过合同规定的10周，买方有权撤消合同，此时卖方仍应延迟地按上述规定向买方付罚款。如果因为买方原因，卖方可追溯同样的权益。

7. Arbitration

仲裁

All disputes in connection with the present contract shall be settled friendly through negotiations. In case where no settlement can be reached, the dispute shall be finally determined by three arbitrators of the China International Trade and Economic Arbitration Commission under its currently effective Rules. The place of arbitration shall be Shanghai. The procedural law of this place shall apply where the Rules are silent.

与本合同有关的所有争议应通过友好协商解决。如果不能解决，则争议应终由中国国际经济贸易仲裁委员会根据现行有效的会规则由指定的三名仲裁员裁决。仲裁应在上海进行。会规则未涉及的，则应适用当地程序法.

AttachmentⅢto contract No.26LA-4117

合同26LA-4117附件Ⅲ

After-sales Service Undertaking

售后服务承诺书

卖方对最终用户上海科技大学采购的自动化移液处理工作站(含机械臂与轨道)，作出以下承诺：
此次提供的自动化移液处理工作站(含机械臂与轨道)为全新原装货物。

● 安装验收

1. 合同签订后5个工作日内，卖方向最终用户发出提供场地准备和安装要求的通知，并由工程师至现场指导，确保场地符合安装要求。
2. 发货前卖方向最终用户提供详细的设备供货清单，对合同所包含的所有货物是否包含属于危险品，或需冷藏冷冻，以及是否需用危险品或冷藏车、防震车等专用车辆进行运输作出特别说明及指示，并随设备提供全套、完整的技术资料，包括仪器说明书、操作手册、电路总框图。当货物到达最终用户指定的安装现场后，双方依据设备供货清单共同对设备进行开箱验收。
3. 在接到最终用户安装通知后3个工作日内响应，10个工作日内免费完成装机调试。最终验收技术指标按招标文件（招标编号：0705-2640 02049011)及技术资料所述内容为准。
4. 仪器安装调试验收完成以后，卖方负责立即派遣专业技术人员到最终用户所在地进行集中培训，使其能熟练掌握仪器的各项性能（包括硬件和软件），培训时间和培训人数根据需要确定，但培训时间不少于1天。培训资料主要包含：“现场培训教参”、“技术服务内容”、“最终用户培训计划”、“系统维护手册”等。
5. 集中培训以后，卖方承诺将不定期开设培训学习班，帮助最终用户提高仪器的操作和维护水平。同时，根据最终用户实际需求，双方协商时间，卖方承诺在最终用户所在地进行多次免费现场技术培训，参加培训的人员数量由最终用户自行确定。

● 保修与维修

1. 按合同约定，自验收报告签署之日起提供 1年的质保期，并提供终身维修。为保证设备的可靠性服务，中标后提供原厂针对本项目的授权书原件和售后服务承诺函原件。
2. 质保期内，非人为因素导致的仪器故障，所需要的维修费用（包括零部件费用、维修费用）均由卖方承担；如需返厂维修或现场维修期限超过20天的，则保修期顺延，所产生相关费用均由卖方承担。若维修期长于4周或在返厂修理期间，卖方另免费提供最终用户实验场所及同型号仪器进行实验。
3. 卖方承诺在质保期内安装的任何零配件，都是其货物生产厂家原产或经认可的；在质保期内，卖方有责任解决所提供的投标货物和软件系统的任何问题，且在质保期满后，对因投标货物本身的固有缺陷和瑕疵承担责任。
4. 质保期满前1个月，免费对仪器进行全面的检测、保养和维护，同时出具仪器各项性能测试报告，并提出相应的使用建议，确保仪器在质保期外能够更好地运行。
5. 质保期后，如机器发生故障，卖方承诺向最终用户提供优质快速有保障的免费维修服务，只收取零配件费用。所有的替代零配件保证是厂家认可并全新未经使用的。
6. 如因最终用户客观原因需要搬迁，卖方承诺提供一次免费拆装、搬迁、调试服务。
7. 维修响应时间：卖方在24小时内电话响应，48小时内对最终用户的服务要求提出解决方案，如经确认有需要，技术人员将在48小时内到达现场；重大问题或其他无法迅速解决的问题在1周内解决或提出明确解决方案。

● 其他

1. 提供终身软件免费升级。
2. 承担货物从出厂到用户指定安装位置的所有运输费和运输保险费及吊装费、卸货费等。如发生到货设备运输时损坏的情况，由卖方承担损失及责任。
3. 卖方确保所发的电源线及接口符合中国海关及商检的强制性规定。在货物运抵口岸前，提供中文的产品说明书。
4. 卖方承诺按照招标文件(招标编号：0705-2640 02049011)的要求履行合同，并承担相应的责任和义务。