

CONTRACT

买方: 上海生科国际贸易有限公司

招标编号: 0705-264002049021

The Buyer: SHANGHAI LIFE SCIENCE INTERNATIONAL TRADING CO., LTD.

合同编号: 01SEP26SHTU-2

地址: 上海市徐汇区零陵路 629 号爱和大厦 24D

Date: 2026-09-01

Add: Rm 24D, No.629 Lingling Rd., Xuhui District, Shanghai 200030 P.R. China

Place: Shanghai

Tel: (8621)-51099115

Fax: (8621)-51079515, 51099115-25

最终用户: 上海科技大学

The end-user: SHANGHAI TECH UNIVERSITY

卖方: 香港生命科学仪器有限公司

The Seller: HONGKONG LIFE SCIENTIFIC INSTRUMENT CO., LIMITED

Add: ROOM 702, 7/F, SPA CENTRE, NO.53-55 LOCKHART ROAD, WAN CHAI, HONGKONG

TEL: 00852-39216080

FAX: 00852-39216081

HSBC

卖方银行信息:

SWIFT: HSBCHKHKKH,

Seller's Bank

A/C NO: 040 369464 838

Information:

Address: Head Office 1 Queen's Road Central Hong Kong

SWIFT: HSBCHKHKKH, A/C NO: 040 369464 838

收货人信息 CONSIGNEE INFORMATION:

Consignee: SHANGHAI LIFE SCIENCE INTERNATIONAL TRADING CO., LTD.

上海生科国际贸易有限公司

Add: ROOM 24D, NO.629 AIHE MANSION LINGLING ROAD, XUHUI DISTRICT, SHANGHAI 200030, P.R. CHINA

上海市徐汇区零陵路 629 号爱和大厦 24D

Contact: Li yan 李燕

Phone No: 021-51099115

Email: shskgj@163.com

Tax Registration No./纳税人识别号: 91310000782831051K

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, 卖方同意出售下述商品:

This contract is made by and between the Buyer and Seller, whereby the Buyer agree to buy and the Seller agree to sell the under mentioned commodity according to the terms and conditions stipulated bellow:

GOODS AND DESCRIPTION	QTY	UNIT PRICE	AMOUNT
中文品名: 碳捕集气体吸附分析仪 英文品名: Carbon Capture Gas Adsorption Analyzer 型号: DVS Carbon 品牌: Surface Measurement Systems	1 SET	CNY 1,006,800.00	CNY 1,006,800.00
TOTAL CNY 1,006,800.00 CIP THE END-USER LAB			
SAY CNY ONE MILLION SIX THOUSAND EIGHT HUNDRED ONLY CIP THE END-USER LAB			

1. 制造厂商和生产国别 Manufacturer and Country of Origin: Surface Measurement Systems / UK
Surface Measurement Systems / 英国

2. 装运期限 Time of Shipment : **WITHIN 2 MONTHS UPON RECEIPT OF CONTRACT**
签订合同后 2 个月内
3. 装运口岸 Port of Shipment : **LONDON AIRPORT, UK**
英国, 伦敦机场
4. 到货口岸 Port of Destination : **SHANGHAI AIRPORT, CHINA**
中国, 上海机场
5. 保险 Insurance : **COVERED BY THE SELLER**
卖方承担
6. 运输方式 Transportation : **BY AIR**
空运
7. 唛头 Shipping Marks : **01SEP26SHTU-2**
SHANGHAI CHINA
8. 付款方式 Payment: **BY 100% IRREVOCABLE L/C AT SIGHT, 90% OF CONTRACT VALUE AGAINST SHIPPING DOCUMENTS, 10% OF CONTRACT VALUE AGAINST ACCEPTANCE CERTIFICATE ISSUED AND STAMPED BY THE END-USER**
开具 100% 不可撤销的即期信用证, 凭装运单据支付合同金额的 90%, 凭最终用户签发并盖章的验收证书支付合同金额的 10%
9. 单据 Documents Required:
- ☒ 空运 ☐ 海运:
- 1) 卖方应将下列单据提交买方:
The seller shall present the following documents required to the buyer:
- a) ☒ Signed Commercial Invoice in 3 originals indicating Contract No. **01SEP26SHTU-2**
提供合同号: **01SEP26SHTU-2** 3 份商业发票正本
- b) ☐ Full set of clean on board Ocean Bills of Lading made out to order and blank endorsed, marked "freight prepaid", indicating shipping marks and notifying the Buyer.
全套已装船干净海运提单, 注明“运费预付”, 指示和通知买方装运唛头。
- c) ☒ Air Waybill showing "freight prepaid" indicating freight amount and shipping marks and consigned to the Buyer.
运单显示“运费预付”字样显示运费金额和装运唛头, 交由买方。
- d) ☒ Insurance Policy/Certificate for 110% of the invoice value showing claims payable in China in currency of the draft, blank endorsed, covering(☐ Ocean Marine Transportation / ☒ Air Transportation) All Risks, War Risks.
保险凭证按发票金额的 110% 赔付, 承保(☐ 海运/☒ 航空运输) 一切险, 战争险。
- d) ☒ Packing List in 3 originals indicating quantity / gross and net weights / measurements of each package and packing conditions.
装箱单正本 3 份, 注明数量/毛重和净重/测量每个包和包装条件。
- f) ☒ Certificate of Quality in 2 copies issued by the ☒ Sellers / ☐ Public recognized surveyor.
卖方提供检验机构质量证书副本 2 份
- g) ☒ Declaration of IPPC stamped on the out-packing issued by the Seller, and/or Certificate of (Heat) Treatment issued by the Official Organization, and/ or Declaration of No-wood packing material issued by the Seller.
卖方提供 IPPC 申明或非木包装申明
- 2) 货物装运后三个工作日内, 卖方应邮件买方装运通知。
Within 3 working days after shipment is effected, the Seller shall E-mail freight shipment notice to the

buyer.

□保税区:

- A. 发票 Signed commercial invoice issued by the seller.
- B. 装箱单 Packing list issued by the seller.
- C. 核注清单 Bonded nuclear notes list in 1 original.

10. 装运条款和装运通知 Terms of shipment& Shipping advice:

- 1) 装运前五卖方应及时将装运的大概时间和到达时间邮件通知买方, 不允许转运, 不允许分批装运。
The seller shall advise the approx. date of shipment by E-mail to the Buyer 5 days before Shipment. Transshipment is [] allowed/ [x] not allowed. Partial shipments are [] allowed/ [x] not allowed.
- 2) 货物装运后, 卖方应于 72 小时之内邮件通知买方有关的船名航次/航班号、开航时间以及货物的名称、包装数量、重量尺寸和合同号。如因卖方未能及时通知买方而造成的费用将由卖方负责。
Within 72 hours after the goods are loaded on board, the Seller shall advise the Buyer by E-mail the Name of Vessel/ Flight No., the date of departure and name of goods, number of packages, weight and dimensions of goods and the contract number. In case the seller fail to advise the Buyer about the shipment in time, any consequent expenses occurred to be borne by the seller.

11. 检验和索赔 Inspection and Claims:

- 1) 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中。

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.

- 2) 货物到达目的地后, 买方应申请中华人民共和国上海出入境检验检疫局(以下称为检验局) 就货物的质量, 规格和数量/重量进行初步的检验。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 天内凭检验局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 the Buyer shall apply to the Shanghai Entry-Exit Inspection and Quarantine Bureau of People's Republic of China (hereinafter called the Bureau) for a preliminary inspection of the goods in respect of their quality, specifications and quantity / weight. 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 Buyer shall, within 60 days after discharge of the goods at the port of destination, have the right either to reject the goods or to claim against the Seller on the strength of the inspection certificate issued by the Bureau.

- 3) 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, 买方应申请检验局检验, 并有权根据检验证明向卖方索赔。

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 Buyer shall arrange for an inspection to be carried out by the Bureau and have the right to claim against the Seller on the strength of the inspection certificate issued by the Bureau.

12. 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 11 的规定在索赔期限内提出索赔, 卖方在取得买方同意后, 应按下列方式理赔:

In case the Seller are liable for the discrepancies and a claim is made by the Buyer within the period of claim as stipulated in clause 11 of this contract, the Seller shall settle the claim upon the agreement of the Buyer in the following ways:

- 1) 同意买方退货, 并将退货金额以成交原币偿还买方, 并负担退货而发生的一切直接费用包括利息、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 Buyer the value of the goods so rejected in the same currency as contracted herein, and to bear all direct 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.

- 2) 按照货物的疵劣程度, 损坏的范围和买方所遭受的费用, 将货物贬值。
Devalue the goods according to the degree of inferiority, extent of damage and amount of expenses suffered by the Buyer.
- 3) 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, 卖方并负担因此发生的一切费用。
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.
- 13. 迟交和罚款: Late Delivery and Penalty:**
- 1) 如延迟交货除人力不可抗力事故外, 卖方应付给买方每一星期按迟交货物总值的 0.5% 的迟交罚款, 不足一星期的迟交日数作为一星期计算, 此项罚款总额不超过全部迟交货物的 5%, 在议付货款时由银行代为扣除, 或由卖方在付款时进行扣款。如延迟交货超过原定期限十星期时, 买方有权终止合同。但卖方仍应向买方缴付以上规定之罚款, 不得推诿或迟延。
In case of delayed delivery, except for force majeure cases, the Seller shall pay to the Buyer for every weeks of delay a penalty amounting to 0.5% of the goods whose 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 Seller by the paying bank at the time of negotiation, or by the buyer direct at the time of payment. In case the period of delay exceeds 10 weeks after the stipulated delivery date the Buyer have the right to terminate but the Seller shall not thereby be exempted from the payment of penalty.
- 2) 若本项目需办理出口许可证, 六个月内出口许可证没办理成功, 则买卖双方签订的合同自动取消。
If the export license is required for this project and is not successfully obtained within six months, the contract signed by both parties will be automatically cancelled.
- 14. 质保期 Warranty:**
验收合格后壹年。
One year after acceptance qualified.
- 15. 仲裁 Arbitration :**
凡与本合同有关或因执行合同发生的一切争议, 应由双方通过友好协商解决。如果协商不能解决, 应提交中国国际经济贸易仲裁委员会上海分会按照该会现行的仲裁规则进行仲裁。该仲裁委员会做出的裁决是最终的, 买卖双方应受其约束。仲裁费用由败诉一方负担。
All disputes in connection with this contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to China International Economic and Trade Arbitration Commission, Shanghai Commission in accordance with the rules in force of the said commission. The arbitration shall take place in Shanghai and the award rendered by the said commission shall be final and binding upon both parties.
The arbitration fee shall be borne by the losing party.
- 16. 适用法律 Governing Law :**
- 1) 本合同适用中华人民共和国法律。
This contract shall be governed and construed for its meaning and effect in accordance with the substantive laws of the People's Republic of China.
- 2) 投标文件作为合同的一部分, 与合同具有相同的法律效力。
As a part of the contract, the bidding documents have the same legal effect as the contract.
- 17. 税费 TAXES AND DUTIES:**
如因贸易战或者其他任何原因导致的加征关税, 由卖方承担。
Any additional tariffs imposed due to trade wars or any other reasons shall be borne by the seller.
- 18. 合同生效 Effectiveness of this contract:**
本合同在以下各方授权代表签署本合同时生效。本合同一式三份, 卖方执一份, 买方二份, 双方代表签字 (盖章) 之日起生效。
This contract shall come into force upon the signing of this Contract by the authorized representative of each following party. This contract is made out in three original copies, the seller holds one, the buyer holds two; it is effective since being signed/sealed by 2 parties.

卖 方
The Seller



香港生命科学仪器有限公司
HONGKONG LIFE SCIENTIFIC INSTRUMENT CO., LIMITED

买 方
The Buyer



上海生命科学国际贸易有限公司
SHANGHAI LIFE SCIENCE INTERNATIONAL
TRADING CO., LTD.

李杰

2016.09.11

ATTACHMENT FOR CONTRACT NO.: 01SEP26SHTU-2

Item (序号)	Model&Description (型号&产品名称)	Quantity (数量)
1	[C-MC-19948-1] DVS Carbon Advanced System (UltraBalance Low Mass Assy, DVS Computer Kit) DVS Carbon 主机 主机: 包含环境控温腔、双气体混合系统; 传感器: 高速声速传感器、NDIR 传感器; 超微量天平; 气体控制系统; 包含 金属样品盘: 4 个; 天平挂丝: 2 个; 溶剂瓶: 2 个;	1 台
2	[C-MC-16725] DVS Advanced Analysis Suite Software 高级分析软件 软件: 仪器控制与分析软件, 包括标准分析软件, 以及 BET 分析, 吸附热及扩散系数等高级分析功能;	1 套
3	[C-WM-017] 10mm Standard DVS Metal Sample Pan with Handle 金属样品盘	16 个
4	[C-MC-19501] Hangdown Wire for DVS Adventure, Resolution, Discovery & Endeavour 样品盘挂丝一包 (每包包含 6 个天平挂丝)	1 包
5	[C-MC-19563] 500ml Glass Reservoir Bottle+Lid for DVS Instruments 溶剂瓶	2 个

承诺函

我公司萨默斯科技（上海）有限公司对上海科技大学采购的碳捕集气体吸附分析仪，作出以下承诺：此次提供的碳捕集气体吸附分析仪为全新原装货物。

● 安装验收：

- 1、合同签订后5个工作日内，向用户发出提供场地准备和安装要求的通知，并由工程师至现场免费指导，确保场地符合安装要求。
- 2、发货前向用户及用户指定外贸公司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，以及是否将进入中国海关危险品仓库或冷藏冷冻品仓库，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标书（标书编号：0705-264002049021）及技术资料所述内容为准。
- 4、仪器安装调试验收完成以后，我公司负责立即派遣专业技术人员到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”、“用户培训计划”、“系统维护手册”等。
- 5、集中培训以后，我公司承诺将不定期开设培训学习班，帮助用户提高仪器的操作和维护水平。同时，根据用户实际需求，双方协商时间，我公司承诺在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用户自行决定。

● 保修与维修：

1. 按合同约定，自验收报告签署之日起提供整机1年的质保期，并提供终身维修。为保证设备的可靠性服务，要求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）均由我公司承担；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本公司承担。若维修期长于 4 周或在返厂修理期间，我公司另免费提供用户实验场所及同型号仪器进行实验。

3. 我公司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，我公司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，我公司承诺向用户提供优质快速有保障的维修服务，只收取优惠的维修费用，不收取任何其他费用。所有的替代零配件保证是厂家认可并全新未经使用的。
 6. 如因用户客观原因需要搬迁，我公司承诺提供一次免费拆装、搬迁、调试服务。
 7. 维修响应时间：我公司在 24 小时内电话响应，48 小时内对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。
- 其它
1. 提供终身软件免费升级。
 2. 承担货物从上海港口到用户处的国内运输费、运输保险费及吊装费。如发生到货设备运输时损坏的情况，由我公司承担损失及责任。
 3. 我公司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. 我公司承诺按照招标文件（标书编号：0705-264002049021）的要求履行合同，并承担相应的责任和义务。

日期：2026 年 9 月 1 日