

招标编号: 0705-254002039010

 合同编号: 25CERNET/SHC24540SH

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: 张丽

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: ZHUOYING JIN

EMAIL: jinzhy@cernet.com

Tel: 13671957571

Fax: 86-21-62822052

USCI: 911101087226182167

卖方 (供货方): 达迈国际贸易有限公司
The Sellers: DYNAMAX INTERNATIONAL TRADING CO., LIMITED

Address: FLAT/RM A 20/F, ZJ 300, 300 LOCKHART ROAD, WAN CHAI, HK

联系人/Contact: 顾薇

电话/TEL: 00852-25377886

传真/FAX: 00852-25377780

最终用户: 上海科技大学
The End-user: SHANGHAITECH UNIVERSITY

兹经买卖双方同意, 按下列规定条款购买/出售下述商品并签订本合同:

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 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	非接触式纳升级声波移液系统 Echo(R) 525 System 型号: Echo 品牌: Labcyte	套	1	CNY3,140,000.00	CNY3,140,000.00
总计: CIP 上海科技大学 人民币叁佰壹拾肆万元整 CNY3,140,000.00 Total Value: CIP SHANGHAITECH UNIVERSITY SAY CNY THREE MILLION ONE HUNDRED AND FORTY THOUSAND ONLY.					

2. 原产地和制造商: 美国/贝克曼库尔特
COUNTRY OF ORIGIN AND MANUFACTURERS: USA/Beckman Coulter
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/SHC24540SH

SHANGHAI CHINA

5. 装运期: 合同签订后 3 个月内

TIME OF SHIPMENT: Within 3 months after signing the contract.

6. 装运港: 美国主要机场

PORT OF SHIPMENT: MAIN AIRPORT IN USA

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: 上海科技大学

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

9. 付款方式: 100% 不可撤销即期信用证, 90% 货款发货后凭本合同第十款所列单据议付, 10% 货款凭最终用户签字盖章的验收合格报告议付。

PAYMENT: 100% irrevocable L/C at sight. 90% of the L/C amount shall be payable after Shipment against all documents stipulated under Clause 10 in the Contract and 10% of the L/C amount shall be payable against the Acceptance Report signed and stamped by the end user.

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，注明“运费已付和收货人为买方”。

One original 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，原件及其复印件各一份，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：上海科技大学。

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: SHANGHAITECH UNIVERSITY.

- 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:

a. 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。

b. 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。质保期为货物最终验收合格之日起算1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 guarantee period shall be 1 year 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.

b. 如发现到货与合同规定的相符，除应由保险公司或航运公司负责者外，买方于货物到货后 12 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 12 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。

Devaluate 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 12 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 12 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、买方和最终用户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、买方和最终用户均有拘束力。仲裁费由败诉方承担, 仲裁语言为中文和英文。

All disputes among the Sellers, the Buyers and the End-user 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, the Buyers as well as the End-user. 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:

a. 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。

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.

b. 买方及最终用户将《用户声明》交付卖方 3 个月内, 卖方应完成相应的外国出口许可证明文件。如果如因卖方未能成功办理出口许可证明文件, 买方可无条件解除合同。

Within 3 months after the buyers and the End-user deliver the "ELS End USER'S STATEMENT OF ASSURANCE" to the sellers, the Sellers shall complete the corresponding export license. If the sellers are unsuccessful in obtaining the export licence documentation, the Buyers have the right to terminate this Contract unconditionally.

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 对于被中国国务院关税税则委员会发布公告列入加征关税商品清单的原产于美国的相关货物，其报关产生的税费由卖方承担，加征关税的商品清单及税率以中国国务院税则委员会发布的最新有效公告为准。

21.2. For goods originating from the United States that have been listed in the announcement issued by the Tariff Commission of the State Council of China as subject to increased tariffs, the customs duties incurred shall be borne by the seller. The list of goods subject to increased tariffs and the applicable rates shall be based on the latest effective announcement issued by the Tariff Commission of the State Council of China.

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上海科技大学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 SHANGHAITECH UNIVERSITY.

本合同一式六份，买方持二份，卖方持一份，最终用户持三份。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 six originals: the Buyer keeps two originals of the six after the signing of the contract, the Seller keeps one and the End-user keeps three. 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.

与本合同有关的所有系统配置文件、招投标文件（招标编号：0705-254002039010）、技术协议等文件都是本合同不可分割的有效组成部分，本合同没有提及到而与上述文件中列明的内容与本合同具有同等法律效力。All attachment list, bidding documents (Bidding No: 0705-254002039010) and other documents if any related to the contract shall form an integral part of the contract. The terms listed in the above mentioned documents while not referred in the contract shall have the same legal effect.

买方（代理方）：赛尔网络有限公司
THE BUYERS: CERNET CORPORATION

卖方（供货方）：达迈国际贸易有限公司
THE SELLERS: DYNAMAX INTERNATIONAL TRADING CO.,

授权代表：

Authorized representative:

签字：

Signature:

日期 (Date):



2015.9.18

授权代表：

Authorized representative:

签字：

Signature:

日期 (Date):



2015.9.18

附件 1:

THE ATTACHMENT TO THE CONTRACT NO. 25CERNET/SHC24540SH
配置清单

	Cat. No.	Description	Qty
1	001-10080	Echo(R) 525 System, ECH0525非接触式纳升级声波移液系统主机	1
附属设备			
2	NPN	空气压缩机, 国内供货	1
3	NPN	真空泵, 国内供货	1
软件			
4	C68263	Assy, Echo® Cherry Pick, 1.8.X, 仪器分析软件	1
5	C68262	Assy, Echo® Plate Reformat, 1.8.X, 仪器分析软件	1
电脑			
6	NPN	电脑, 国内供货	1
7	NPN	显示器, 国内供货	1
耗材			
8	001-14555	384PPL, CS100, CLR, RDF, 384PP 板	1
9	001-13070	384LDV Plus, Carboxyl EQ. 384LDV Plus 母板	1
10	001-14622	384PPL, CS100, CLR, RDF, AM, ST, 384 PP Plus 母板	1
11	001-11101	RESERVOIR, EQ, 6孔加样槽	1
12	001-10824	Kit, 525, IVT Plates, 校准测试板	1

附件 2:

十五、承诺函

我公司达迈国际贸易有限公司对上海科技大学采购的非接触式纳升级声波移液系统，作出以下承诺：

此次提供的非接触式纳升级声波移液系统为全新原装货物。

● 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（），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：0706254002039010）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免费维修服务，只收取优惠的零配件费用，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：05-254002039010）的要求履行合同，并承担相应的责任和义务。

投标人法定代表人（或法定代表人授权代表）签字：_____

投标人名称（签章）：达迈国际贸易有限公司

日期：2025 年 8 月 18 日

十七、售后服务承诺书

Document No: BCLC-OPS-FRM-702
Revision 1.0
Effective Date: 10/08/2021
Log No.BLS-BAS-2024-016



售后服务承诺书

(本承诺书仅适用于我可直接向终端客户承担技术支持和售后服务的项目)

仪器型号: Echo

致: 上海科技大学, 上海国际招标有限公司

感谢您对贝克曼库尔特品牌产品的认可和支持, 我公司, 贝克曼库尔特国际贸易(上海)有限公司是按中国法律成立的一家法律实体, 主要营业地设在中国(上海)自由贸易试验区德堡路379号4幢一层A部位。公司向最终用户提供专业的售后服务以保仪器的正常使用, 具体就招标编号为 0705-254002039010 的上海科技大学非接触式纳升级声波移液系统采购项目 (“项目”) 提供售后服务承诺如下:

1. 质保期

中国大陆境内所有仪器产品标准质量保证期限为自货物验收后十二(12)个月, 或自货物发货之日起十八(18)个月, 以先到日期为准。

2. 安装服务

到货后, 用户拨打贝克曼库尔特生命科学中国区免费400服务热线: 400 821 8935 (手机固话均可拨打) 进行报装, 收到用户的安装通知后, 我们将提供用户准备告知书, 请依此准备安装条件。收悉用户提供的安装条件确认后, 我司即安排工程师依照约定时间上门安装。

3. 质保期内维修服务

1) 我们将在周一至周五(不包含法定节假日) 9时 - 17时期间为您提供在线支持服务, 包括咨询、远程诊断, 电话指导, 投诉建议受理等, 不再另行收费。

2) 在电话咨询之后仍需后续现场服务的, 技术人员将在2-4小时之内响应, 并约定到客户现场的时间, 通常为工作日的工作时间。如需要紧急维修, 我们将在我们的能力范围内尽量满足。

4. 叫修服务和年度维保服务合同

Document No: BCLC-OPS-FRM-702
Revision 1.0
Effective Date: 10/08/2021
Log No.BLS-BAS-2024-016



对于超过质保期和延保期的仪器，用户可通过热线电话联系获得有偿的上门维修服务
和保养服务，或选择签订年度维保服务合同；在年度未报服务合同期内正常使用操作的
情况下而发生的任何仪器故障我们将免费提供维修服务和零配件更换。我们提供如下收
费叫修服务。

- a. 仪器保养服务
- b. 软件升级服务
- c. 仪器搬迁服务
- d. 仪器安装和运行确认服务
- e. 仪器校准服务

5. 服务覆盖

1) 在中国大陆所有区域，我们均可提供上门服务。除北京、上海、广州以外，我们还
在全国其他十九个省会和大型城市驻有工程师，能为客户提供及时的响应。另有授权服
务商队伍提供服务补充。

2) 为节省费用，提高效率，我们在上海建有送修服务中心，提供特定区域的送修服务。
具体送修服务范围请通过 06 服务热线获取详细情况。

6. 培训安排

1) 我们对现场安装产品均可提供一次现场使用培训。
应用技术要求高的产品，质保期内我们为用户免费提供的用户现场专业应用操作培训以
一次为限，如遇特殊情况，请及时通知我们以协商解决。

2) 我们将不定期在上海和广州的客户体验中心或合作用户示范中心开设培训学习班或技
术交流会，帮助用户提高仪器的操作和维护水平。

7. 零备件保障

我司拥有储备完善的零备件仓库，能够及时充分的满足用户零备件替换的需求。

制造/供应厂商：贝克曼库尔特国际贸易(上海)有限公司 (盖章)

2025年8月15日

