进口委托代理协议

甲方（委托方）： 上海临床研究中心

乙方（受托方）：上海东松医疗科技股份有限公司

经甲乙双方经友好协商，就甲方委托乙方代表甲方自【JUNHE (H.K) DEVELOPMENT CO., LIMITED 君禾（香港）发展有限公司】（下称“外商公司”）处进口【高频成对经颅磁刺激系统 1 套（注册证品名：磁刺激器、型号：MagPro X100 incl MagOption）】（下称“进口设备”）事宜，达成如下协议，以资共同遵守：

1、本协议项下“外商公司”系下列第___（2）___种情形：

（1）甲方就进口设备采购项目经公开招标确定的境外中标人；

（2）甲方就进口设备采购项目经公开招标确定的境内中标人指定并委托的境外供应商。

2、乙方应按甲方提供的订单（见附件）及本协议第四条约定文件和资料就进口设备进口事宜与外商公司签订合同（下称“外贸合同”），合同号：26DSF90BJ10100HK；货款总金额：跨境贸易人民币 1,299,000.00 元。

3、甲方在收到乙方付款通知后 10 个工作日内将 100%货款汇入乙方指定账户内，乙方收到货款后，根据外贸合同付款条件申请开立信用证或履行付汇手续。除货款外，甲方在本协议项下无其他任何费用需要支付。乙方指定账户信息如下：

开户行：招商银行股份有限公司上海外滩支行

账　号：210082919410001

户　名：上海东松医疗科技股份有限公司

4、甲方应向乙方提供进口设备相关全部文件和资料（包括但不限于甲方与中标人之间的招投标文件、中标通知书、设备购销合同等），该等文件和资料应包含进口设备的名称、规格型号、生产厂家、单价、数量、总价、付款方式、装运期限、保险、安装调试和售后服务等有关信息。

5、进口设备运抵上海，并收到外商公司全套运输单证（包括正本发票、装箱单、运单等）后，乙方应及时办理清关提货手续；如无海关查验，应在收到到货通知单的 5 个工作日内办理完清关手续，并于清关后 3 个工作日内将进口设备送达甲方指定地点；若遇海关查验，乙方应负责协调外商公司提供查验所需文件，并派员到场配合海关查验，清关手续应尽快完成，并于清关后 3 个工作日

内将进口设备送达甲方指定地点。进口设备自海关放行后至送达甲方指定地点的运输，由乙方或其指定的报关行负责配送，相关运费由乙方先行垫付，按本协议第 6 条处理。

6、本协议项下有关外贸代理手续费、银行费用、口岸杂费、运费等按实际发生金额结算确定，由乙方与外商公司自行结算，与甲方无涉。

7、如因外商公司的原因造成乙方未能向甲方及时交付所订的进口设备，乙方免责，但乙方应负责向外商公司及时交涉索赔，否则，应赔偿甲方因此所受损失。

8、甲乙双方中任何一方不得无故单方解除本协议，否则，由此引起的相关责任以及所造成的损失全部由该违约方承担。乙方未按本协议约定履行义务，给甲方造成损失或经甲方书面催告后【30】日内仍未改正的，乙方应赔偿甲方所遭受的全部损失，且甲方有权单方解除本协议，并要求乙方全额退还甲方支付的货款。

9、因本协议或本协议履行过程中产生的争议，甲乙双方优先协商解决；如协商不能的，提交上海国际经济贸易仲裁委员会申请仲裁解决。

10、本协议自甲乙双方法定代表人签字并加盖公章之日起生效，一式四份，双方各执二份，具有同等法律效力。

11、本协议未尽事宜，由甲乙双方另行书面协商确定。

12、乙方承诺，与甲方各级人员不存在利益关联。

（以下无正文）

甲方：上海临床研究中心

（委托单位盖章）

签字：

日期：　　年　　月　　日

乙方：上海东松医疗科技股份有限公司

（受托单位盖章）

签字：

日期：2026 年 06 月 24 日

正 本

合 同
CONTRACT

编号 NO：26DSF90BJ10100HK
日期 Date：2026-06-24
签约地 PLACE：Shanghai， China

买方：
The Buyer：
上海东松医疗科技股份有限公司
SHANGHAI DONGSONG HEALTHCARE & TECHNOLOGY CO.,LTD
上海市宁波路 1 号申华金融大厦 11 楼
11th Floor, Shenhua Finance Tower, No.1Ningbo Road, Shanghai,200002, P.R. China
电话 TEL:021-63230480
传真 FAX:021-63290044

卖方
The Seller：
JUNHE (H.K) DEVELOPMENT CO., LIMITED 君禾（香港）发展有限公司
Room B3, 19/F, Tung Lee Commercial Building, 91-97 Jervois Street, Sheung Wan, Hong Kong 香港上环苏杭街 91-97 号同利商业大厦 19 楼 B3 室
TEL:(852)31558545
FAX:(852)25211478

买方和卖方以下合称为“双方”，单称为“一方”。
The Buyer and the Seller are hereinafter referred to collectively as the “Parties”, and individually as a “Party”.
合同各方本着互惠互利的原则，经友好协商，由买方接受 上海临床研究中心 的委托,依照下述条款和条件，特订立本合同。
The Parties, based on the principles of mutual benefit and through friendly negotiation, the Buyer acting as agent of client/the End-user have entered into this Contract in accordance with the terms and conditions as hereinafter set forth.

产品信息(Items Information)：

(1) 货名及规格 COMMODITY AND SPECIFICATIONS	(2) 数量 Quantity	(3)单价 Unit Price	(4)总价 Total Amount
1. Magnetic Stimulator 高频成对经颅磁刺激系统 （注册证品名：磁刺激器） 型号：MagPro X100 incl MagOption	1SET	CNY1,299,000.00	CNY1,299,000.00
Total Amount DDP 上海临床研究中心..... CNY1,299,000.00 In words: CNY One Million Two Hundred Ninety-Nine Thousand.			

(5) 生产国别和制造厂商 COUNTRY OF ORIGIN AND MANUFACTURERS： 丹麦， 托尼卡电子有限公司 Tonica Elektronik A/S

(6) 装运条款

A、装运口岸 Port of loading： Main Airports in Hongkong 香港主要机场

B、目的口岸 Port of destination： Shanghai Airport 上海机场

C、装运期限 Time of delivery： 外贸合同生效后 180 天内交货。（如果届时项目现场因其他原因暂时无法按原定计划接纳所供货物，则买方将会提前至少（45）天（境外供货）/（15）天（境内供货）通知卖方延期交货，此时卖方应按买方通知中所明确的新的交货期要求安排运输和完成后续的设备安装组织指导、系统调试、工艺试车、性能检验及验收准备工作）

D、运输方式 Shipped by： 航空运输 BY AIR TRANSPORT。不允许分批装运 Partial Shipment not allowed 不允许转运 Transshipment not allowed.

E、装运通知 Advice of shipment： 货物全部装运后，卖方应立即将合同编号、商品名称、数量、毛重、发票金额、航班号和启运日期以传真/电邮方式告知买方。如单件货物的重量超过 9 公吨或阔度超过 3400 毫米，或两旁高度超过 2350 毫米，则卖方应将该件重量和尺码以传真/电邮方式及时告知买方。如由于卖方未及时将装运通知告知买方，以致货物未及时保险而发生的一切损失应由卖方承担。如货物系属危险品，卖方应将其性质及处理方法以传真/电邮方式告知买方。 Immediately the goods are completely loaded, the Seller shall notify the Buyer by fax/e-mail of the contract number, name of commodity, quantity, gross weight, invoiced value, name of the flight no and the date of delivery. If any package is above 9 metric tons in weight, or over 3400 mm in width, or over 2350 mm on both sides in height, the Seller shall notify the Buyer immediately by fax/e-mail. If not, any and all consequent losses shall be borne by the Seller. In the case of dangerous goods, the Seller shall notify the Buyer by fax/e-mail of their nature and the method of handling them.

(7) 付款 Terms of Payment：

A、在最终用户收到货物后，凭最终用户签署的送货单，将合同金额的 70%以电汇方式支付给卖方。
After the End-user receives the goods, the Buyer shall pay the 70% of the total Contract value to the seller by T/T against delivery note signed by the End-user.
B、在合同货物安装验收后，凭最终用户签字盖章的验收通过报告，两个月内将合同金额的 30%以电汇方式支付给卖方。
After Installation and inspection of the goods under this Contract, the Buyer shall pay the 30% of the total Contract value to the seller by T/T against the Acceptance Report signed and stamped by the End-user within two months.

(8) 单据：DOCUMENT

A.正本空运单，注明 运费已付，收货人为:上海东松医疗科技股份有限公司，通知人为:Wang jing 电话：0086-21-63230480、传真：0086-21-63290044。Airway Bill showing 'Freight Prepaid' and consigned to 'SHANGHAI DONGSONG HEALTHCARE & TECHNOLOGY CO.,LTD.

ATTN: Mr./Ms.Wang jing , Tel: 0086-21-63230480, Fax: 0086-21-63290044.

B.金额为合同总价值的百分之壹佰 (100 %)，并标明合同号、运输标记、合同总价、实际应付款 及 设备名称的商业发票二 (2) 份，及复印件二(2)份.Commercial Invoice for One Hundred percent (100 %) of the Total Contract Price in two (2) originals and two (2) copies, indicating the Contract No. Shipping Mark, Total Contract Price, the amount of payment due and Name of the Contract Equipment.

C.装箱单二份，注明毛重，尺码和所装货物每项的品名数量.Packing list in two copies with indication of gross weight, measurements and quantity of each item packed.

D.保险单或保险证明书注明投保战争险和一切险，包括TPND，破碎，渗漏险。无百分比限制，并注明货物到达后倘发现残损情况，须向到货口岸之国家出入境检验检疫局申请检验。Insurance Policy or Certificate covering war risk and all risks, including TPND. Breakage and Leakage, irrespective of percentage and indicating 'In the event of loss or damage, request for survey upon arrival of the cargo at the port of destination be made to the China Commodity Inspection Bureau of the port.'

E.由制造厂商签发的质量和数量证明书及检验报告各两份.Certificate of Quality/Quantity and Testing Report, each in duplicate issued and signed by the Manufacturer.

F.产地证由制造厂商出具并盖章 Certificate of origin signed and provided by the Manufacturer

G.按照本合同规定的货物装运后24小时内发给买方装运通知传真副本一份. A copy of the fax shipping advice sent to the Buyer within 24 hours after the shipment made as specified in the Contract.

H.木质熏蒸证明或卖方出具的非针叶木质包装证明或CICL出具的非针叶木质包装证明.Certificate of Fumigation, Certificate of Non-Coniferous Wood Packing Material issued by SELLER or Certificate of Non-Coniferous Wood Packing Material issued by China Inspection Company Limited.

(9) **保险：Insurance:**

由卖方办理，注明一切险和战争险。投保金额为装运总额的110%。To be covered by the Seller, covering all risks and war risks, covered 110% of shipping value

(10) **包装 Packing: standard export packing**

标准出口包装 In standard export packing.

标准出口包装。适合长途运输，防湿、防潮、防震、防锈，耐粗暴搬运。由于包装不良所发生的损失，由于采用不充分或不妥善的防护措施而造成的任何锈损，卖方应负担由此而产生的一切费用和/或损失。 In standard export packing, suitable for long distance ocean transportation and well protected against dampness, moisture, shock, rust and rough handling. The Sellers shall be liable for any damage to the goods on account of improper protective measures taken by the sellers, and in such case or cases any and all loses and/or expenses incurred in consequence thereof shall be borne by the Sellers. 若货物采用木质包装（包括使用木托盘），则卖方须依据国际植物保护公约（IPPC）公布的国际贸易中木质包装材料管理准则（ISPM15）对木质包装实施除害处理并由IPPC授权的机构在每件木质包装外加印上 IPPC标识。若中国出入境检验检疫机构发现木质包装外没有IPPC标识、或IPPC标识不符合要求、或木质包装的除害处理未达到标准，则卖方应承担货物被销毁或退运的法律责任，同时卖方应承担买方因此遭受的全部损失（包括但不限于买方已向卖方支付的货款、运费、商检费、违约赔偿金等）。Wood Packaging Material: Should wood packages (including wood pallets) are used , the Sellers shall implement pest-removing treatment and display IPPC identity mark on each wood packages by IPPC (International Plant Protection Convention) approved institutes, in accordance with Guidelines of Regulating Wood Packaging Materials in International Trade (ISPM15) issued by IPPC. Should wood packages are found by China Entry- Exit Inspection and Quarantine Bureau without IPPC identity marks, with IPPC identity mark not meeting the standard, with pest-removing treatment not conforming to the criteria, the Sellers shall take the legal responsibilities for disposal of or sending back the goods , and shall refund the Buyers for all losses incurred (including but not restricted to, the amount the Buyers has paid to the Sellers, freight, inspection charges, and compensations, etc.)

(11) **唛头 Shipping Mark:**

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，并刷有右边所示的唛头： On the surface of each package, the package number, measurements, gross weight, net weight, the lifting positions, such cautions as "DO NOT STACK UP SIDE DOWN","HANDLE WITH CARE","KEEP AWAY FROM MOISTURE" and the shipping mark indicated on the right of this paragraph shall be stenciled legibly in fadeless paint:

26DSF90BJ10100HK

SHANGHAI,CHINA

(12) **技术资料 TECHNICAL DOCUMENTS:**

每次发货时，卖方应将下述一整套英文技术资料与货物一起装箱，并交付买方： One complete set of the following technical documents written in English shall be packed and despatched together with each consignment： 1. 基础图 Foundation drawings 2. 布线说明，电气及/或气动及/或液压接线图 Wiring instructions, diagrams of electrical connections and / or hydraulic connections. 3. 易损零件制造图 Manufacturing drawing of easily worn parts 4. 零件目录 Spare parts catalogues 5. 本合同第13条规定的品质证明书 Certificate of quality as stipulated in item a of Clause 13 hereof 6. 安装、操作和维修说明书 Erection, operation, service and repair instruction books.

(13) **质量保证 GUARANTEE OF QUALITY:**

卖方保证所订货物系用最上等的材料和头等工艺制成，全新且未曾使用过，并完全符合本合同规定的质量、规格和性能。卖方必须保证本合同订货在正确安装、正常使用和维修的情况下，自最终用户及买方签署验收报告之日起36个月内运转良好。 The Seller shall guarantee that the goods are made of best materials, with first class workmanship, brand new, unused and correspond in all respects with the quality, specifications and performance as stipulated in this Contract. The Seller shall also guarantee that the goods when correctly mounted and properly operated and maintained, will give satisfactory performance for a period of 36 months starting from the date on which the acceptance report signed and stamped by the End-user and the Buyer.

(14) 检验和索赔 INSPECTION AND CLAIMS:

在交货以前，制造厂应就订货的质量、规格、性能、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。该证明书在议付/托收货款前提下，应作为提交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。制造厂应将记载试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, specifications, performance and quantity/weight, and issue certificates certifying that the goods are in conformity with the stipulations of this Contract. The certificates shall form an integral part of the documents to the presented to the paying bank for negotiation/collection 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 Certificate.

货物到达到货口岸后，买方可申请到货口岸的国家出入境检验检疫局（以下称检验检疫局）就货物的质量、规格和数量/重量进行初步检验，如发现到货的规格或数量/重量与合同不符，除应由保险公司或承运公司负责外，买方于货物在到货口岸卸货后120天内凭检验检疫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 can apply to the China Entry-Exit Inspection and Quarantine Bureau (hereinafter called the Bureau) for a preliminary inspection of the goods in respect of their quality, specifications and quantity/weight. It any discrepancies are found by the Bureau regarding the specifications or the quantity/weight or both, except those for which either the insurance company or the shipping company is responsible, the Buyer shall, within 120 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.

在本合同第13条规定的保证期限内，如发现货物的质量及/或规格与本合同规定不符或发现货物无论任何原因引起的缺陷包括内在缺陷或使用不良的原料，买方应向检验检疫局申请检验，并有权限据检验证书向卖方索赔。Within the guarantee period stipulated in Clause 13 hereof should the quality and/or the specifications 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.

若卖方收到买方索赔通知后，在三十天内不答复，应视为卖方同意买方提出的一切索赔。Any and all claims shall be regarded as accepted if the Seller fail to reply within 30 days after receipt of the Buyer' claim.

(15) 索赔解决办法 SETTLEMENT OF CLAIMS:

如经买方确认货物不符合本合同约定，同时买方按照本合同第13条和第14条的规定在索赔期限或质量保证期限内提出索赔.买方有权选择下列方式之一要求卖方进行赔偿:

In case that discrepancies of the goods are found by the Buyer, the Seller are liable for the discrepancies and a claim is lodged by the Buyer within the time limit of inspection and quality guarantee period stipulated in Article 13 and 14 of this Contract, the Seller shall settle the claim upon the agreement of the Buyer in one or combination of 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、商检费、仓租、码头装卸费以及为保管退货而发生的一切其它必要费用。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 losses and expenses in connection therewith including interest accrued, banking charges, freight, insurance premium, inspection charges, storage, stevedore charges 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 Buyer。

C、调换有瑕疵的货物，所换货物必须是全新并符合本合同规定的规格、质量和性能。并由卖方负担因此而产生的一切费用和买方遭受的一切直接损失。对换货的质量，卖方仍应按本合同第13条的决定保证36个月 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 to and direct losses sustained by the Buyer. The Seller shall, at the same time, guarantee the quality of the replacement goods for a further period of 36 months as specified in Clause 13 of this Contract.

若出入境检验检疫机构或法律法规规定的检验机构根据《中华人民共和国进出口商品检验法》、《中华人民共和国进出口商品检验法实施条例》及其相关规定对进口产品的检验结果为不合格而应对产品进行退运或销毁时，卖方应当在收到产品不合格的检验通知之日起 15 日内按下列方式进行操作：i）将买方已支付的货款、运输费、保险费、商检费、通关费返还给买方，并承担因此给买方造成的其他直接损失。或

ii) 按买方的书面指示或经买方的书面同意，在 15 日内将与不合格部分的货物相同品名、规格、数量的合格替代品运至买方，并承担因此增加的全部费用（包括但不限于运输费、保险费、通关费、商检费）。除上述检验机构明确规定销毁或退运的，卖方可就不合格货物的处理方式（退运或销毁）在收到检验结果通知之日起十五日内通知买方，若超过此期限未予以书面通知的，买方有权销毁该不合格产品，因销毁或退运所增加的费用全部由卖方承担。In case the Entry-Exit Inspection and Quarantine Bureau or other legal inspection institution, in accord with LAW OF THE PEOPLE' S REPUBLIC OF CHINA ON IMPORT AND EXPORT COM-MODITY INSPECTION, REGULATIONS FOR THE IMPLEMENTATION OF THE LAW OF THE PEOPLE' S REPUBLIC OF CHINA ON IMPORT AND EXPORT COM-MODITY INSPECTION and relevant stipulations, make the conclusion of disqualification of the goods and require the seller to return or destroy the goods, the seller should dealing it with as following ways within _15_ days after receipt of the notice of disqualification: a) Refund to the buyer the value of the goods, freight, insurance premium, inspection charges and the charge of clear the custom and bear all direct losses and expenses in connection. Orb) According to the written indication of the buyer or the agreement of the buyer, replace the defective goods with new one which conform to the name, specifications, quality and quantity as stipulated in the contract, and bear all additional expenses.(including but not limited in: freight, insurance premium, inspection charges and the charge of clear the custom.) within _15_ days. Except for the goods having been stipulated definitely to return or destroy, the seller should inform the buyer the way of dealing with the goods (return or destroy) within 15 days after receipt of the disqualification certificate. In case the seller have not informed the buyer within 15 days, the buyer have the right to destroy the defective goods, and the seller should bear all the expenses incurred to.

(16) 不可抗力 FORCE MAJEURE:

由于不可抗力，导致卖方交货迟延或不能交货时，责任不在卖方。但卖方应立即将事故通知买方，并于事故发生后十四天内将事故发生地政府主管机关出具的事故证明书用空邮寄交买方为证，并取得买方认可。在上述情况下，卖方仍负有采取一切必要措施从速交货的责任。如果事故持续超过十个星期，买方有权撤销本合同。 The Seller shall not be held responsible for any delay in delivery or non-delivery of the goods due to Force Majeure. However, the Seller shall advise the Buyer immediately of such occurrence and within fourteen days thereafter, shall send by airmail to the Buyer for their acceptance a certificate issued by the competent government authorities of the place where the accident occurs as evidence thereof. Under such circumstances the Seller, 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 ten weeks, the Buyer shall have the right to cancel this Contract.

(17) 延迟交货和罚款 LATE DELIVERY AND PENALTY:

如延迟交货除不可抗力外，卖方应付给买方每一星期按迟交货物总值的 0.5%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总值的 5%，在议付货款时由银行代为扣除，或由买方在付款时进行扣除。如延迟交货超过原定期限十星期时，买方有权终止本合同。但卖方仍应向买方缴付以上规定之罚款，不得推诿或延迟。 In case of delayed delivery, except for force majeure cases, the Seller shall pay to the Buyer for every week of delay a penalty amounting to 0.5% of the total value 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 this Contract but the Seller shall not thereby be exempted from the payment of penalty.

(18) 适用法律及诉讼 GOVERNING LAW & LITIGATION

法律适用：本合同适用中华人民共和国（不包括香港特别行政区、澳门特别行政区和台湾地区）法律

GOVERNING LAW: The contract shall be governed by the laws of the People' s Republic of China (except Hong Kong, Macao and Taiwan)

凡有关履行本合同所发生的或与本合同有关一切争议应首先通过友好协商的方式解决，如协商不能解决，则双方约定，任何一方有权向买方主要营业所在地有管辖权的人民法院提起诉讼。 All disputes arising out or related to this contract should be firstly resolved through friendly negotiation, if the dispute can not be resolved through negotiation, all parties agreed, any party shall have the right to settle in the courts where the main business address of buyer is located.

(19) 变更和转让 CHANGE & ASSIGNMENT:

合同各方关于合同的任何修改或备忘录必须经各方授权代表签字。 Any change to this Contract shall be made by amendment or memorandum signed by Authorized Representatives of each party.事先未经另一方书面同意，任何一方均不可转让本合同或本合同中的部分权利和义务。 Neither party shall assign the rights and obligations of this Contract or parts of this Contract without the prior written consent of the other party.

(20) 附加条款 Additional Clause:

以上条款如与附加条款有抵触时，以附加条款为准:If any of the above-mentioned Clauses is inconsistent with the following Additional Clause(s), the latter to be taken as authentic.

产品标签、标识、生产日期:Label 、Mark and Manufacture Date:

卖方提供的医疗产品必须贴有中文产品标签和包装标识，其内容需包括：产品名称、型号、规格，生产企业名称、地址，电源连接条件和输入功率等相关内容。

The medical equipments provided by the seller must be affixed by the products label and packing mark in Chinese, which shall include the following contents: name of commodity, model, specifications, name and address of the manufacturer, the connecting requirement of the power , the input power, and other relevant contents.

卖方保证所提供的医疗产品生产日期距安装日期不超过 12 个月。

The Seller also guarantee that the period between the manufactured date and the installation date of the equipment under this contract shall not exceed 12 months.

卖方负责将合同设备运至最终用户指定的设备安装的机房，并承担相关一切费用。

The seller is responsible for delivering the Contract equipments to the end-user' s installation generator room and bear all expense.

(21) 国际商务术语 International Commercial Term:

除非合同中另有规定,合同条款应按照国际商会提供的《国际贸易术语解释通则》最新版本予以解释。

Unless otherwise stipulated in this contract, the terms and conditions of this contract shall be interpreted in accordance with the "ICC Official Rules for the Interpretation of Trade Terms" (INCOTERMS latest version) provided by International Chamber of Commerce.

(22) 合同语言 LANGUAGE:

本合同以中文和英文两种语言书写，以中文为准。 This Contract is executed in Chinese and English versions, In case of discrepancy, the Chinese version shall prevail.

(23) 合同生效和效力 EFFECTIVENESS AND VALIDITY:

本合同自各方授权代表签字并加盖公章之日起生效。 This Contract comes into force after signature by authorized representatives and stamping the company seal of each party. 合同双/各方全部履行完各自合同义务以及彼此间在本合同项下的所有债权和债务清偿完毕后，本合同即行终止。 This Contract shall remain valid until the Parties have fulfilled all their obligations and all credits and debts under the Contract between them have been finally settled. 本合同正本一式两份，由双/各方各执一份为证。 This Contract is made in two original copies, one copy to be held by each party.

买　　方
THE BUYER
签字/盖章
SIGNATURE/STAMP

上海东松医疗科技股份有限公司
SHANGHAI DONGSONG HEALTHCARE & TECHNOLOGY CO.,LTD

卖　　方
THE SELLER
签字/盖章
SIGNATURE/STAMP

JUNHE (H.K) DEVELOPMENT CO., LIMITED 君禾（香港）发展有限公司

配置清单

生产商： 丹麦托尼卡电子有限公司
产品名称： 磁刺激器
型号： MagPro X100 incl MagOption

数量	名称	描述
1	MagPro X100 incl MagOption	MagPro X100 incl MagOption 主机 内置控制电脑、 液晶显示 触发电缆，主电源线 触发及外部控制接口 (肌电、脑电、导航等)
1	刺激器软件	单脉冲刺激模式 连续脉冲刺激模式 串脉冲刺激模式 连续爆发刺激模式(cTBS) 间断爆发刺激模式(iTBS) **成对刺激模式（ppTMS)** 双相刺激波形输出 单相刺激波形输出 半正弦刺激波形输出 刺激强度调节 刺激频率调节 刺激时间调节 治疗方案设置和保存 线圈自动保护 自动检测和线圈种类识别 数据存储 (USB)
1	推车	MagPro X/R
1	线圈放置架	Super Flex 长杆
1	MCF-B70 蝶形线圈	超强蝶形静态液冷线圈（150 度夹角）
1	MC-B70 蝶形线圈	蝶形检测线圈（150 度夹角）
1	Cool D-B80 蝶形线圈	动态液冷蝶形线圈（120 度夹角）
1	MEP 监测器	运动诱发检测、含 0.7mm 电缆电极
1	线圈冷却单元	动态液冷泵