

人体代谢舱买卖与技术服务合同
Human Calorimeter Sales and Technical Service Contract

合同编号/Ref No.:2025-HW-01997

签订日期/Date:Oct. 29, 2025

买方：上海健生实业股份有限公司

The Buyer: Shanghai Jiansheng Industry Co., Ltd.

地址：上海市瞿溪路 350 号 16 楼

Address: 16th F, No. 350, Qu Xi Road, Shanghai, PRC

Tel: 0086-21-53073377

最终用户：上海体育大学

The End User: Shanghai University of Sport

地址：上海市长海路 399 号

Address: No.399 Chang Hai Road, Shanghai, PRC

Tel:0086-21-65506916

卖方：日本互惠交易株式会社

The Seller: The Gokei Trading Corporation

地址：日本国东京都饭田桥三丁目 11 番 6 号

Address: 11-6, 3-Chome Iidabashi Chiyoda-ku, Tokyo, Japan

Tel:0081-3-3237-9511

制造商：富士医科产业株式会社

The Manufacturer: Fuji Medical Science Co., Ltd.

地址：日本国千叶县柏市大冢 4-14 号

Address: 4-14, Otsukacho, Kashiwa City, Chiba, Japan

Tel:0081-4-7160-2641

鉴于 (Whereas):

买方上海健生实业股份有限公司系根据最终用户上海体育大学的委托，以自身名义代理进口本合同项下货物。

The Buyer, Shanghai Jiansheng Industry Co., Ltd., is importing the goods under this Contract in its own name as an import agent entrusted by the End User, Shanghai University of Sport.

最终用户上海体育大学是本合同项下货物的实际使用方和验收方，并已授予买方为本合同之目的全权处理与买卖、付款、验收及索赔相关的一切事宜。

The End User, Shanghai University of Sport, is the actual user and accepting party of the goods under this Contract, and has granted the Buyer full authority to handle all matters pertaining to the sale, payment, acceptance, and claims for the purposes hereof.

制造商富士医科产业株式会社系本合同项下货物的设计、生产方，并对货物质量承担最终责任。

The Manufacturer, Fuji Medical Science Co., Ltd., is the designer and producer of the goods under this Contract and assumes ultimate responsibility for the quality thereof.

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，卖方同意出售以下商品：
This Contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the undermentioned commodity according to 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. 总价 Total Amount
人体代谢舱能量监测系统 型号： FHC-20S Fuji Human Calorimeter Model:FHC-20S	壹套 ONE SET	1.35 亿日 元	CIP 中国上海港 CIP SHANGHAI PORT, CHINA
详见附件 Details as per attachment	货物说明及技术参数 PRODUCT LIST & TECHNICAL SPECIFICATION		
合同金额（大写） Amount (In Capital)	壹亿叁仟伍佰万日元 JPY ¥135,000,000.-		

5.质量：卖方及制造商所交货物须完全符合本合同附件一《招标文件》及附件二《投标文件》中所列明的质量标准、规格与性能。

5. Quality: The seller and the manufacturer must deliver the commodity which strictly conforms to the quality standards, specifications and performance as detailed in Annex I (Bidding Documents) and Annex II (Bid) of this contract.

6.生产国别和制造厂商：COUNTRY OF ORIGIN AND MANUFACTURERS:

产地：日本 MADE IN JAPAN

制造厂商：富士医科产业株式会社 Fuji Medical Science Co., Ltd.

7.装运期限：TIME OF SHIPMENT:

收到信用证后 1 个月 WITHIN 1 MONTH AFTER RECEIVING L/C.

8.装运口岸：PORT OF SHIPMENT:

日本横滨港或东京港 YOKOHAMA OR TOKYO, JAPAN

9.目的口岸：PORT OF DESTINATION:

中国上海港 外高桥港 Waigaoqiao Port, Shanghai, China

10. 保险:

由卖方投保合同金额 110%的一切险和战争险，保险覆盖从装运港到上海外高桥港码头；

由买方投保合同金额 110%的路上一切险，保险覆盖从上海外高桥港码头到上海体育大学位于中国上海江湾城路 900 号的实验室。

10. INSURANCE:

To be covered by the Seller for 110% of the contract value against all risks and war risk from port of loading to Shanghai Port, China

To be covered by the buyer for 110% of the contract value against all risks from Shanghai Port to Shanghai University of Sport's laboratory located in No. 900, Jiang Wan Cheng Road, Shanghai, China.

11. 包装：

货物由卖方负责包装并装进集装箱。包装必须坚固，并有防湿、防潮防震、防锈、防腐蚀等措施，适合远程海运、空运、陆运及多次搬运。由于包装不当所发生的损失，由于采用不充分或不妥善的防护措施而造成的任何锈损，以及其他类似情况下，卖方应负担由此产生的一切责任或费用。

11. PACKING:

The seller must provide at his own expense packaging and pack the commodity into the container. The commodity must be packed solidly, suitable for long distance ocean/land/airfreight transportation multi-handling and well protected against dampness, moisture, shock, rust and the other similar condition etc. The seller shall be liable for any damage to the goods on account of improper packing and for any rust damage attributable to inadequate or improper protective measures taken by the seller, and in such case or cases any and all losses or expenses incurred in consequence there of shall be borne by the seller.

12 唛头：

卖方负责在每件货物上用牢固不褪色的颜料明显地刷印或标明下列唛头：目的口岸、件号、毛重和净重、尺码、收货人和其他买方要求的标记，如系危险品或有毒货物，卖方负责保证在每件货物上明显地标明货物的性质说明及习惯上被接受的标记。

12. SHIPPING MARK:

The seller shall be obliged to have the shipping mark shown as below in addition to the port of destination, package number, gross and net weight, measurements, consignee and other marks as the buyer may require stenciled or marked conspicuously with fast and unfading pigment on each package. In the case of dangerous and/or poisonous cargo(s), the seller is obliged to take care to ensure that the nature and the generally adopted symbol shall be marked conspicuously on each package.

13. 付款条件：

合同金额 80%，即日元 108,000,000.00：

不可撤销即期信用证（L/C），卖方在货物储运后，按信用证条款提交汇票及相关议付单据后予以支付。

合同金额 17%，即日元 22,950,000.00：

在货物运抵最终用户实验室、且由制造商完成安装调试，并最终用户出具书面最终验收合格报告后一周内，以电汇（T/T）方式支付。

合同金额 3%，即日元 4,050,000.00：

在货物最终验收合格之日起满 12 个月一周内，凭最终用户签字盖章的书面通知予以支付。

受益人银行资料如下：

开户行：株式会社三井住友银行 东日本桥分行

开户行地址：日本国东京都中央区日本桥茅场町 1-13-12 邮编 103-0025

银行账号：2408943(日元)

银行代码：SMBCJPJT

TERMS OF PAYMENT:

80% of contract amount (JPY 108,000,000.00):

Payable by irrevocable sight letter of Credit (L/C). The seller shall be paid upon the presentation of the draft and relevant shipping documents in accordance with the terms of the L/C after shipment.

17% of contract amount (JPY 22,950,000.00):

Payable by T/T within one week after the goods arrive at the End User's laboratory and the installation and commissioning by the manufacturer is completed, against the final acceptance certificate signed and stamped by the End User.

3% of contract amount (JPY 4,050,000.00)

Payable within one week after the 12-month period from the date of final acceptance, against a written notice signed and stamped by the End User.

Beneficiary's bank details:

Name of the Bank: SUMITOMO MITSUI BANKING CORPORATION, NIHONBASHI HIGASHI BRANCH

Address: 1-13-12 KAYABACHO, NIHONBASHI, CHUO-KU, TOKYO, 103-0025, JAPAN

ACC: 2408943 (JAPAN YEN)

Swift Code: SMBCJPJT

14. 单据：

为了议付货款，卖方应向付款银行呈交下列单据：

- a) 全套清洁无暇、注明“运费预付”，收货人为开证申请人、空白背书的已装船海运提单；
- b) 发票一式五份，注明合同号和唛头；
- c) 包装清单副本五份，无木制包装证明和木制熏蒸证明；
- d) 由制造商出具的品质和数量证明书一式两份；
- e) 通知买方已装船的文件一份，内容包括但不限于：船名、航次、货物名称、数量及提单号，并在装船后立即将上述单据副本各一份（本条款第五项除外）航空邮寄买方。

14. DOCUMENTS:

The seller shall present the following documents to the paying bank for negotiation:

- a) One full set of clean on board ocean bills of Lading marked freight 'prepaid' and consigned to the L/C applicant, blank endorsed, and notifying the L/C applicant at the port of destination;
- b) Five copies of Invoice, Indicating contract number and shipping mark;
- c) Five copies of Packing list; noting "Declaration of no-wooden packing Material" and

“Certificate of Treatment”;

- d) Two copies of Certificate of Quality and Quantity issued by the manufacturers;
- e) One copy of letter to the Buyer advising the shipment ready, which includes Vessel name, Voyage, Description of goods, Kind & quantity of packages and B/L number. When sailing starts, the seller shall immediately send one copy each of the above-mentioned documents, with the exception of item e of item of this clause to the buyer and the paying bank by separate airmail.

15. 装船条件：TERMS OF SHIPMENT

不允许转船，不允许分装。

Transshipment is not allowed, Partial shipment is not allowed.

16. 装船通知：卖方应于货物装船完毕 2 个工作日内以传真或其他书面方式通知买方合同号、商品名称、数量、毛重、发票金额、船名和开航日期，若由于卖方未及时通知买方或通知内容不全而产生的一切损失，均由卖方承担。

16. SHIPPING ADVICE: The Seller shall advise the buyer by facsimile or some other written methods of the Contract No., commodity, quantity, gross weight, invoice value, name of carrying vessel and date of sailing within 2 working days after shipment. The loss arising from the failure of advice delay and incomplete advice should be borne by the seller.

17. 质量保证：卖方及制造商保证货物是全新的，其质量、规格和性能与本合同规定相符，质量保证期为自最终用户出具最终验收合格报告之日起 36 个月。

17.1 质保期内，因非最终用户原因导致的货物故障，卖方及制造商应负责免费维修或更换，并承担因此产生的一切费用，包括但不限于运输费、工时费。

17.2 卖方及制造商对最终用户的不当操作不承担责任，但需在操作培训中予以明确提示。对于非因最终用户重大过失或故意行为造成的损坏，卖方及制造商仍应提供有偿维修服务。

17.3 制造商富士医科产业株式会社就本合同项下货物的质量、性能及技术标准向买方及最终用户承担连带保证责任。在质量保证期内，最终用户有权直接要求制造商履行质保义务。

17.4 在任何情况下，卖方及制造商对任何间接损失、利润损失不承担责任的免责声明不适用于因货物存在严重设计或制造缺陷而导致的人身伤害或财产损失。

17. GUARANTEE OF QUALITY: The seller and the manufacturer shall guarantee that the commodity new and in conformity with all respects with the quality, specification and performance as stipulated in this contract. The guarantee period shall be 36 months from the date of issuance of the final acceptance report by the End User.

17.1 During the guarantee period, for any malfunction of the goods not caused by the End User, the Seller and the Manufacturer shall be responsible for free repair or replacement, and bear all costs incurred, including but not limited to transportation and labor costs.

17.2 The Seller and the Manufacturer shall not be liable for any mishandling by the End User, but shall provide clear instructions during operation training. For damages not caused by the End User's gross negligence or willful misconduct, the Seller and the Manufacturer shall still provide paid repair services.

17.3 The Manufacturer, Fuji Medical Science Co., Ltd., shall be jointly and severally liable to the Buyer and the End User for the quality, performance, and technical standards of the

goods under this Contract. During the warranty period, the End User has the right to directly require the Manufacturer to perform warranty obligations.

17.4 In no event shall the Seller's and Manufacturer's disclaimer of liability for any indirect or consequential damages, including loss of profits, apply to personal injury or property damage resulting from a severe design or manufacturing defect in the goods.

18. 检验和索赔：

18.1 发货前，制造厂应对货物质量、规格、性能和数量/重量做精密全面的检验，出具检验证明书，并说明检验的技术数据和结论。

18.2 货到目的港后，须按海关要求进行法定商检。除此之外，买方还有权申请中国商品检验局（以下简称商检局）对货物的规格和数量/重量进行检验，如发现货物破损或规格、数量与合同规定不符或与本合同附件一、二所列标准不符，除保险公司或承运人（包括实际承运人）的责任外，买方应在货物到达目的港后 90 日内，向卖方提出索赔或依据商检局签发的证书拒收货物。

18.3 在质量保证期内，如货物由于设计和制造、原料上的缺陷而发生损坏或/和品质、性能与合同规定不符时，买方向中国商检局申请进行检验，并由买方凭检验证明书向卖方提出索赔，由此产生的全部费用及/或损失应由卖方承担。

18.4 若卖方收到上述索赔 30 天内未给予书面答复，则认为卖方已接受上述索赔。

18. INSPECTION AND CLAIMS:

18.1 The manufactures shall before delivery make a precise and comprehensive inspection of the good in regard to the quality, specification, performance and quantity/weight and issue inspection certificates certifying the technical date and conclusion of the inspection.

18.2 After arrival of the goods at the port of destination, would be inspected based on the Customs' policy. Besides, the buyer has the rights to apply to the China Commodity inspection Bureau (hereinafter referred to as CCIB) for the further inspection in respect of the specifications and quantity/weight of the goods. If damages of the goods are found, or the specification and/or quantity are not in conformity with the stipulation of this contract or not in conformity with the standards set out in Annex I, II of this Contract, except the responsibility of the insurance company or the carrier (includes the actual carrier), the seller shall in 90 days after arrival of the goods at the port of destination, claim the compensation or reject goods according to the inspection certificates issued by CCIB.

18.3 In case of damages incurred due to the design or manufacture of material defects and/or the quality and performance are not in conformity with the stipulation of this contract, the buyer have the right during the guarantee period, to entrust CCIB to make a survey and to make a claim against the sellers and all the expenses and/or losses incurred therefore shall be borne by the sellers.

18.4 The claims mentioned above shall be regarded as being accepted if the seller fails to give the written reply to the buyer within 30 days after receiving the buyers' claims.

19. 不可抗力：凡在制造、装船、运输过程中，因人力不可抗拒的事故，致使卖方推迟交货或不能交货时，卖方可不负责任，但发生上述事故时，卖方应立即通知买方，并在发生不可抗力之日起十四天内，给买方航寄一份由主管当局签发的事故证明书，在此情况下，卖方仍负有一定责任采取一切必要的措施加快交货。

19. FORCE MAJEURE: The seller shall not hold any responsibility 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. Meanwhile, the seller shall advise the buyer immediately of the occurrence mentioned above and within fourteen days thereafter and 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 as thereof. Under such circumstances the seller, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods.

20. 迟交货违约金：本合同第 19 条规定的人力不可抗拒原因外，如卖方不能按合同规定的时间交货，买方应同意卖方在支付违约金的条件下延期交货，违约金可在议付货款时扣除，违约金按每 7 天收迟交货物交货价或未提供服务的服务费用的 0.5% 计算，直至交货或提供服务为止。如卖方延期交货超过合同规定十周时，买方有权撤销合同，此时卖方仍应毫不延迟的按上述规定向买方支付违约金，但在任何情况下，该违约金总值不超过迟交货物交货价或未提供服务的服务费用的 5%。

20. LATE DELIVERY AND PENALTY: Should the sellers fail to make delivery on time as stipulated in the contract, with exception of FORCE MAJEURE causes specified in clause 19 of this contract, the buyers shall agree to postpone the delivery on the condition that the sellers agree to pay a penalty which shall be deducted by the paying to bank from the payment under negotiation. The rate of penalty is charged at 0.5% of the price of the delayed commodity or of the service payment for every seven days until delivery. In case the seller fails 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 seller, inspire of the contract shall still pay the aforesaid penalty to the buyers without delay, but the total value of the penalty must not exceed 5% of the price of the delayed commodity or of the service payment.

21. 税收：买方负责缴纳依中华人民共和国有关税收法律在中华人民共和国境内征收的任何税款。卖方负责缴纳履行本合同中中华人民共和国境外所产生的税款。

21. TAXES: The Buyer shall pay the taxes including import duty and demurrage levied within the People's Republic of China, if any, as stipulated by the Chinese Tax Regulations; The Seller shall pay the taxes in connection with the Contract which may occur outside the People's Republic of China.

22. 货物所有权的转移：货物的所有权在买方付清全部合同金额后由卖方转移给买方。但货物的毁损、灭失风险，自货物在装运港越过船舷时起由卖方转移至买方。卖方及制造商对货物在风险转移时即已存在的、因自身缺陷所导致的任何问题，仍按本合同约定承担质量保证责任。

22. TRANSFER OF OWNERSHIP OF THE COMMODITY: The title of the Commodity shall be transferred from the Seller to the Buyer only after the full payment of the contract price has been paid by the Buyer. However, the risk of loss of or damage to the goods shall pass from the Seller to the Buyer when the goods pass the ship's rail at the port of shipment. The Seller and the Manufacturer shall remain liable for any issues existing at the time of risk transfer that are caused by inherent defects of the goods, pursuant to the quality guarantee under this Contract.

23. 仲裁：凡因本合同引起的或与本合同有关的任何争议，双方应通过友好协商解决，如协商

60 天内不能解决，应提交上海国际经济贸易仲裁委员会，按照申请仲裁时该会实施的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。仲裁费用由败诉方承担。

23.ARBITRATION: All disputes arising from, or in connection with this contract, shall be settled amicably through negotiation, in case no settlement can be reached through negotiation the case shall then be submitted to Shanghai International Economic and Trade Arbitration Commission and settled under the Rules of Arbitration of that Commission effective at the time of applying for arbitration. The arbitration award is final and binding upon both parties. Arbitration fee shall be borne by the losing party.

24. 法律及规则的适用：本合同的订立、效力、解释、履行及争议的解决，均适用中华人民共和国法律。

24.The contract is governed by the laws of the People's Republic of China in respect of its formation, validity, interpretation, performance and dispute resolution.

25.附加条款：本合同将自动地优先执行附加条款，如附加条款与本合同条款有抵触，以附加条款为准。

25.SUPPLEMENTARY CONDITION: Any supplementary terms and conditions that be attached to this contract shall automatically prevail over the terms and conditions herein and shall be binding upon both parties.

26.如因买方原因未能正常开出信用证，卖方有权延期装船，具体装船时间由卖方决定。

26.If the delivery date is delayed, as the Buyer hasn't established the L/C normally, the seller will keep the right to delay shipment and decide the delivery date.

27.知识产权：卖方及制造商共同声明并保证，本合同项下货物及其任何部分，以及其使用，均不会侵犯任何第三方的知识产权。如因该等侵权事宜导致买方或最终用户遭受任何索赔、诉讼、损失或费用，卖方及制造商应承担全部赔偿责任，并负责解决相关纠纷。

27. Intellectual Property: The Seller and the Manufacturer jointly represent and warrant that the goods under this Contract, any part thereof, and their use, will not infringe any third party's intellectual property rights. If the Buyer or the End User suffers any claims, lawsuits, losses, or expenses due to such infringement, the Seller and the Manufacturer shall bear full compensation liability and be responsible for resolving related disputes.

28.零配件供应：本合同附件二《投标文件》所列明的备品备件，其单价在货物最终验收合格之日起 5 年内保持不变。

28. Spare Parts Supply: The unit prices of the spare parts listed in Annex III (Spare Parts List and Prices) of this Contract shall remain unchanged for 5 years from the date of final acceptance of the goods.

29.所有附件为本合同不可分割的组成部分，与合同正文具有同等法律效力。

29. All annexes are integral parts of this contract and equally authentic as the contract body.

本合同正本四份，用中英文书写，中文与英文含义若有冲突时，以中文为准。签字后各方各执一份为凭，具有同等效力。

This contract is made out in four originals in both Chinese and English, In case there are

conflicts in meaning, the Chinese version will be final and binding. After signing each party holds one original copy, each copy being legally of the equal effect.

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(合同签署页)
(Signature Page)

买方：上海健生实业股份有限公司
The Buyer: Shanghai Jiansheng Industry Co., Ltd.

代表签字 (Per):

日期 (Date): 2015 年 (Year) 12 月 (Month) 6 日 (Day)

最终用户：上海体育大学
The End User: Shanghai University of Sport

代表签字 (Per):

日期 (Date): 2015 年 (Year) 12 月 (Month) 27 日 (Day)

卖方：互惠交易株式会社
The Seller: The Gokei Trading Corporation

代表签字 (Per):

日期 (Date): 2025 年 (Year) 10 月 (Month) 29 日 (Day)

制造商：富士医科产业株式会社
The Manufacturer: Fuji Medical Science Co., Ltd.

代表签字 (Per):

日期 (Date): 2025 年 (Year) 10 月 (Month) 29 日 (Day)



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