

合 同 CONTRACT

The Buyers: 上海科学器材有限公司
SHANGHAI SCIENTIFIC INSTRUMENTS & MATERIALS CO., LTD
No.1 Tao Jiang Road, Shanghai 200031 China
Tel: +86-21-64739900, 64374440 Fax: +86-21-64376011

编 号
Number: 25SIMC/JC602009HK
上海 日期
Shanghai Date: Mar 14, 2025
备注号:
Ref.No:

The Sellers: 香港跃锐贸易有限公司
HONGKONG YUERIN TRADE CO., LIMITED
RM 1605C HO KING COMM CTR 2-16, FA YUEN ST MONGKOK KLN, HONG KONG
Tel: 18817629930

本合同的买方是受委托人(最终用户) 上海市肿瘤研究所 的委托与卖方按下列条款订立本合同:

The Sellers have been acquainted beforehand with the status of the Buyers acting as agent of 上海市肿瘤研究所 (hereinafter named the Enduser) to sign this Contract of the undermentioned goods on the terms and conditions stated below:

(1) 货名及规格 Commodity & Specifications	(2) 数量 Quantity	(3) 单位 Unit	(4) 单价 Unit Price	(5) 总价 Amount
HIGH SPEED BIOLOGICAL ATOMIC FORCE MICROSCOPY Model: NanoWizard Ultraspeed3	1	SET	CNY4,498,500.00	CNY4,498,500.00
高速生物型原子力显微镜				
TOTAL AMOUNT DDP THE END USER:				CNY4,498,500.00
TOTAL VALUE: SAY CNY FOUR MILLION FOUR HUNDRED NINETY EIGHT THOUSAND FIVE HUNDRED ONLY..				

(6) 原产国和制造厂商 Country of Origin and Manufacturer(s):
GERMANY/Bruker Nano GmbH

(7) 装运期限 Time of Shipment:
WITHIN 180 DAYS AFTER RECEIPT OF CONTRACT.
Partial shipment is not allowed. Transshipment is not allowed.

(8) 装运口岸 Port of Shipment:
GERMANY MAIN AIRPORT

(9) 到货口岸 Port of Destination:
SHANGHAI AIRPORT

(10) 保险 Insurance:
To be effected by the Sellers for 110% invoice value against all risk, war risk and strike risk.

(11) 包装 Packing:

To be packed in new strong wooden case(s)/carton(s) suitable for long distance ocean/parcel post/air freight 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 packing and for any rust damage attributable to inadequate or improper protective measures taken by the Sellers, any and all losses and/or expenses incurred in consequence thereof shall be borne by the Sellers.

(12) 唛头 Shipping Marks:

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 following shipping mark shall be stenciled legibly in fadeless paint:

SHIPPING MARK: 25SIMC/JC602009HK
SHANGHAI

(13) 付款 Payment: BY 90% L/C AT SIGHT, BY 10% T/T AGAINST THE ACCEPTANCE CERTIFICATE SIGNED AND STAMPED BY THE END USERS

(14) 单据 Documents:

卖方应将下列单据提交付款银行议付货款/托收货款; 如为电汇付款, 下列单据应径寄买方:

- 海运条件下: 全套可议付的洁净已装运海运提单, 空白抬头, 空白背书, 注明“运费预付”或“运费到付”, 买方为通知人并附传真电话、本合同号码或唛头。
空运条件下: 空运提单一份, 注明“运费预付”或“运费到付”、以买方为收货人并附其传真电话、本合同号码或唛头。
邮寄条件下: 邮包收据, 注明收件人地址电话。
- 保险单或保险证明书注明本合同第 10 条规定的投保险种, 并注明货物到达后倘发现残损, 须到到货口岸之中国商检局申请检验。保险索赔可在上海理赔。
- 发票五份, 注明本合同号。
- 装箱单两份, 注明每件包装内的品名、数量、毛重净重、尺寸和装箱情况等。
- 按照本合同第 18 条甲项规定的由生产商签发的质量证明书两份。
货物装运后三个工作日内, 卖方应另外准备上述各种单据副本一套以航空快件寄交买方。由装运口岸的官方组织签发的熏蒸证明, 或由卖方签发的非木质包装证明或非针叶木质包装证明一份, 随货物一起装箱或直接寄交买方。

The Sellers shall present the following documents to the paying bank for negotiation/collection, or directly to the Buyers in case of payment by T/T:

- In case by sea freight: Full set of negotiable clean on board Ocean Bills of Lading made out to order and blank endorsed, marked "Freight Prepaid" / "Freight to Collect", indicating the Contract number or shipping mark and the name/phone/fax number of the Buyers.
In case by air freight: Airway Bills marked "Freight Prepaid" / "Freight to Collect", indicating the Contract number or shipping mark, consigned to the Buyers and showing their phone and Fax number.
In case by air parcel post: one copy of air parcel post receipt addressed to the Buyers with their phone and Fax number.

2. Insurance Policy or Certificate, blank endorsed, covering risks as specified in Clause 10 hereof, and indicating "In the event of loss or damage, a request for survey upon arrival of the cargo at the port of destination shall be made to the China Commodity Inspection Bureau of that port." and "Claims payable in China."
 3. Invoice in 5 copies, indicating this Contract number.
 4. Packing List in duplicate indicating quantity, gross/ net weights/ measurements of each package and packing conditions.
 5. Certificate of Quality in duplicate, issued by the manufactures as specified in Item a of Clause 18 hereof.
- The Sellers shall, within 3 working days after shipment, send by express to the Buyers one set of each copy of the aforesaid documents. Certificate of (Heat) Treatment issued by the Official Organization, or Declaration of Non-wood Packing Material or Non-coniferous Wood Packing Material issued by the Sellers, shall be dispatched together with the consignment or directly to the Buyers by express.

(15) 技术资料 Technical Documents:

甲、每次发货时, 卖方应将下述技术资料一整套与货物一起装箱, 运交买方:

1. 本合同第 18 条甲项规定的质量证明文件和检验报告;

2. 中英文安装、操作和维修说明书。

乙、交货期一个月前, 卖方应将上述各种技术资料 2 套寄交买方。

a, One complete set of the following technical documents shall be packed and dispatched together with the goods:

1. Certificate of Quality and Testing Report as stipulated in Item a of Clause 18 hereof.

2. Erection, operation, service and repair instruction books in English and Chinese.

b, Two complete sets of above-mentioned technical documents shall be sent to the Buyers one month before shipment.

(16) 装运条款 Terms of Shipment:

CIF/CIP/CPT/CFR 交货条件下: 卖方应于装运前一周, 将本次装运的装运港、装船时间和预计到达目的港的时间电告买方, 并于货物装运后三个工作日内, 将提单、形式发票和装箱单传真给买方。

Under CIF/CIP/CPT/CFR Terms: The Sellers shall, one week before shipment (by sea)/ delivery (by air), advise the Buyers by Fax of the loading port, shipping/delivery date and estimated date of arrival at the port of destination. Within 3 working days after the goods are completely loaded on board, a copy of bill of lading/airway bill, pro-forma invoice and packing list shall be sent to the Buyers by Fax.

FOB 交货条件下:

甲、卖方应于合同规定的装运期三十天前, 将合同编号、商品名称、数量、价值、件数、毛重、尺码以及货物在装货口岸备妥日期以传真告知买方, 以便买方订舱。

乙、买方订妥舱位后, 即将装货口岸的买方装运代理人通知卖方, 买卖双方应与在装货口岸的买方装运代理人保持密切联系。

丙、当承运船及时到达装货口岸时, 如卖方未将货物备妥待装, 因此而发生的空舱费和延滞费应由卖方负担。

丁、在货物越过船舷并从吊钩上卸下以前, 所有在搬运中发生的一切费用和 risk 均由卖方负担。在货物越过船舷并从吊钩上卸下以后, 所发生的一切费用均由买方负担。

戊、货物全部装运后, 卖方应立即发一份装船通知、装箱清单和形式发票给买方。如由于卖方未及时将装运通知电告买方, 以致货物未及时保险而发生的一切损失由卖方负担。如货物系属危险品, 卖方应将其性质及处理方法电告买方和承运人。

Under FOB Terms:

a. The Sellers shall, 30 days before the date of shipment stipulated in the Contract, advise the Buyers by Fax of this Contract number, commodity, quantity, value, number of packages, gross weight and measurements and date of readiness at the port of shipment for the Buyers to book shipping space.

b. Immediately after booking of shipping space, the Buyers shall advise the Sellers of the Buyers' Shipping Agents Messrs at the loading port, with whom the Buyers and the Sellers shall keep in close contact in the matter of shipment.

c. The Sellers shall be liable for any dead freight or demurrage consequent upon their failure to have the goods ready for loading after the carrying vessel has arrived at the port of loading in time.

d. The Sellers shall bear all expenses and risks involved in the handling of the goods before they pass over the vessel's rail and are released from the tackle, whereas all expenses involved in the handling of the goods after they have passed over the vessel's rail and have been released from the vessel's tackle shall be for the Buyers' account.

e. Immediately after the goods are completely loaded on board, the Sellers shall send a Shipping Advice and a copy of packing list and pro-forma invoice to the Buyers, advising this Contract number, name of commodity, quantity, invoice value, packing information, name of carrying vessel and date of sailing, etc. In case the goods are not insured in time owing to the Sellers having failed to give timely advice, any and all consequent losses shall be borne by the Sellers. In the case of dangerous goods, the Sellers shall cable to notify the Buyers and the carrier of their nature and the method of handling.

(17) 质量保证 Guarantee of Quality:

卖方保证订货系用最上等的材料和工艺制成, 全新, 未曾用过。卖方并保证本合同货物的保修期为货物安装调试结束及货物运转良好之后最终用户出具并签发验收合格报告之日起的 36 个月。

The Sellers 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 Sellers shall also guarantee that will give warranty for a period of 36 months starting from the date on which the End-user issue and sign the acceptance certificate after installation and the goods give satisfactory performance.

(18) 检验和索赔 Inspection and Claims:

甲、在交货以前, 制造厂应就订货的质量、规格、性能、数量/重量作出准确和全面的检验, 并出具货物和本合同规定相符的证明书, 该证书为议付/托收货款而应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。此外, 制造厂还应将记载试验细节和结果的书面报告附在质量证明书中。

乙、货物到达货口岸后, 买方应向当地的中国商品检验部门提出申请就货物的质量、规格和数量/重量进行检验。如商检局发现有任何与合同不符之处, 除应由保险公司或船公司/承运人负责外, 买方于货物在到货口岸卸货后 120 天内凭商检局出具之检验证书有权拒收货物或向卖方索赔。

丙、在本合同第 17 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, 买方应申请商检。并有权根据商检证向卖方索赔。

丁、卖方收到买方索赔通知后, 如果在三十天内不答复, 应视为卖方同意买方提出的一切索赔。

a. Before making delivery, the manufacturer(s) shall make a precise and comprehensive inspection of the goods as regards their quality, specifications, performance and quantity / weight, and issue a Certificate of Quality 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 of the goods. Furthermore, a written Testing Report stating particulars and results of the test carried out by the manufacturers must be attached to the said Certificate of Quality.

- b. After arrival of the goods at the port of destination, the Buyers shall apply to the local Chinese commodity inspection bureau (hereinafter called the Bureau) for inspection of the goods in respect of their quality, specifications and quantity/weight. If any discrepancies are found by the Bureau, except those for which the insurance company and/or the shipping company/carrier is responsible, the Buyers shall, within 120 days after discharge of the goods at the port of destination, have the right either to reject the goods and/or to claim against the Sellers on the strength of the inspection certificate issued by the Bureau.
- c. Within the guarantee period stipulated in Clause 17 hereof should the quality and/or 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 Bureau and have the right to claim against the Sellers on the strength of the inspection certificate issued by the Bureau.
- d. Any and all claims shall be regarded as having been accepted by the Sellers if the Sellers fail to reply within 30 days after receipt of the Buyers' claim.

(19) 索赔解决办法 Settlement of Claims:

如货物与本合同规定之间的不符应由卖方负责,同时买方按照本合同第 17 条和第 18 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。

甲、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、商检费、仓租、码头装卸以及为保管退货而发生的一切其它必要费用。

乙、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。

丙、调换的瑕疵货物,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 18 条的约定,保证十二个月。

In case the Sellers are liable for the discrepancies and a claim is made by the Buyers within the period of claim or the quality guarantee period as stipulated in Clause 17 and 18 hereof, the Sellers shall settle the claim upon the agreement of the Buyers in the following ways:

- a. Agree to the rejection of 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 and other necessary expenses required for the custody and protection of the rejected goods.
- b. Devalue the goods according to the degree of inferiority extent of damage and amount of losses suffered by the Buyers.
- c. 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 Buyers. The Sellers shall, at the same time, guarantee the quality of the replaced goods for a further period of 12 months as specified in Clause 18 of this Contract.

(20) 迟交和罚款 Late Delivery and Penalty:

如延迟交货除人力不可抗拒事故者外,卖方应付给买方每一星期按迟交货物总值的 0.5% 的罚款,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。如迟交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,不得推诿或迟延。

In case of delayed delivery, except for force majeure cases, 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 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 Sellers by the paying bank at the time of negotiation, or by the Buyers directly at the time of payment. In case the period of delay exceeds 10 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.

(21) 人力不可抗拒事故 Force Majeure:

由于人力不可抗拒事故,致使卖方交货迟延或不能交货,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给的事故证明书用空邮寄交买方为证,并取得认可。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 Sellers shall not be held responsible for any delay in delivery or non-delivery of the goods due to Force Majeure. However, the Sellers shall advise the Buyers immediately of such occurrence and within fourteen days thereafter, shall send by airmail to the Buyers a certificate issued by the competent government authorities of the place 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 ten weeks, the Buyers shall have the right to cancel this Contract.

(22) 争议的解决 dispute settlement:

凡因本所发生的或与本合同有关的一切争议,应由双方通过友好协商予以解决,如果协商不能解决,应提交上海人民法院根据合同法及相关法律在上海进行裁决,对双方都有约束力。

Any dispute arising from or in connection with this Contract shall be settled amicably through friendly negotiation. In case no settlement can be reached through negotiation, the case shall then be submitted to the court in Shanghai for arbitration in accordance with its Contract Law and the concerned laws in effect at the time of applying for arbitration. The arbitral award is binding upon both parties.

This Contract is made out in two original copies, one copy to be held by each party in witness thereof.

Confirmed by:

上海科学器材有限公司
SHANGHAI SCIENTIFIC INSTRUMENTS & MATERIALS CO., LTD

(The Buyers)

香港跃锐贸易有限公司
HONGKONG YUERIN TRADE CO., LIMITED

(The Sellers)

配置清单：

序号	配置名称	数量	备注
1	高速生物型原子力显微镜主机	1 套	
2	高速扫描器	1 套	
3	高精度控制器	1 个	
4	高精度样品台	1 个	
5	倒置光学显微镜	1 台	
6	主动防震台及落地式隔音罩	1 套	
7	原位培养皿加热模块	1 套	
8	原位光学同步软件	1 套	
9	高级定量力学成像模块	1 套	
10	高级力谱微流变模块	1 套	
11	安装附件包	1 套	

