



建发（上海）有限公司

C & D (SHANGHAI) CO., LTD.

地址：上海杨浦区杨树浦路

288 号 12 楼

电话：021-61635103

传真：021-61635148

统一社会信用代码（USCI）：9131011573978005X5

进口合同

IMPORT CONTRACT

ADD: 12/F, No. 288 Yangshupu Rd. Yangpu

District, Shanghai 200082, China

Tel: 021-61635103

Fax: 021-61635148

最终用户：上海市药品检验研究院

The Ender User: Shanghai Institute for Drug Control

买方作为最终用户的进口代理人

The Buyers as the import agent of the end User

卖方/The Sellers: 天晟仪拓（江苏）科技有限公司

合同号 I/C NO.: YISH25417SIFDC

地址/ADD: 南京经济技术开发区智芯路 2 号红枫科技园 D11 栋第 4 层 4-002

日期 DATE: 2025.10.15

室

Tel: 025-83758889

地点 PLACE: YANGPU/SHANGHAI

兹经买卖双方同意成交下列商品, 订立条款如下:

The under-signed Buyers and Sellers have agreed to close the following transactions according to the terms and conditions stipulated below:

(1) 货名及规格 Commodity & Specifications	品牌&原产地 Brand&Country of Origin	(2) 数量 Quantity	单价 Unit Price	(4) 金额 Amount
中文品名: 高内涵细胞成像分析系统 英文品名 Description: Hight Content System 型号/Model: CQ1	YOKOGAWA / 日本	1SET	CNY2480000.00	CNY2480000.00
TRADE TERMS: CIP END USER DESIGNATED SITE, CHINA. (Incoterms 2020) 货物到达用户场地时的卸货费用由供应商承担, 需要买方代办运输的, 从口岸到用户处产生的费用以及过程中发生的风险需供应商承担				CNY2480000.00

(5) COUNTRY (REGION) OF ORIGIN AND MANUFACTURERS: YOKOGAWA / JAPAN

原产国家(地区)和生产厂商: YOKOGAWA / 日本

(6) 装运条款

Terms of Shipment

--装运期限: 合同签订后3个月内并收到买方的发货通知后发货

--Time of Shipment: Within 3 months after signing the contract and getting the shipping advice from buyer.

--装运口岸: 东京羽田机场

--Port of Shipment: Tokyo Haneda Airport

--到货口岸: 上海机场

--Port of Destination: SHANGHAI AIRPORT, CHINA

--装运方式: 空运

--Terms of shipment: BY AIR

--不允许分批

--Partial Shipment Not Allowed;

--不允许转运

--Transshipment Not Allowed;

(7) 唛头:

卖方负责在每件包装上,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,并刷有如下唛头:

Shipping Mark:

On the surface of each package, the package number, measurements, gross weight, net weight, Such cautions as "THIS SIDE UP", "HANDLE WITH CARE", "KEEP AWAY FROM MOISTURE" and the below shipping mark shall be stenciled legibly in fadeless paint:

VISH25417SIFDC

SHANGHAI CHINA

(8) 包装:

包装牢固,适合长途运输,由于包装不良所发生的损失,卖方应承担由此产生的一切费用和/或损失。

Packing:

Packing fast and suitable for long distance transportation. The Sellers shall be liable for any damage to the goods on account of improper packing, and in such case or cases any and all losses and/or expenses incurred in consequence thereof shall be borne by the Sellers.

(9) 付款条件/Terms of Payment:

合同签订后并收到卖方开具的发票后 40 个工作日内支付 80%合同款项,到货验收并通过检验和测试且收到发票后, 40 个工作日内支付 20%合同款项。

卖方知悉买方是最终用户的进口代理方,故买方在未收到最终用户 80%的货款前并无义务向卖方开立信用证/付款,若最终用户未及及时足额付款,卖方不得向买方主张付款、违约或赔偿责任。

The seller acknowledge that the buyer is the agent of the end user ,so the buyer has no obligation to open L / C or pay the seller unless the buyer receive 80% payment from the end user. If the end user hasn't timely and fully paid, The seller can't claim payment, breach of contract or liability for compensation to the buyer.

未经买方书面确认,卖方不得向买方之外的任何第三方交付本合同项下货物或进行其他履约。

The Seller shall not deliver or perform the Contract to any third party other than the Buyer without the Buyer's written confirmation.

(10) 延迟交货和罚款

如果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%,在付款时扣除。如迟交货超过原定期限十星期时,买方有权停止本合同,但卖方仍应向买方缴付以上规定之罚款,不得推诿或迟延。

Late Delivery and Penalty:

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 to 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 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.

一般交易条款

GENERAL TERMS AND CONDITIONS

(11) 保险:

由卖方按中国人民保险公司1981年1月1日修订的运输货物保险条例按发票金额110%投保一切险及战争险。若在运输时发生问题,由卖方向保险公司提出索赔。

Insurance:

To be covered by the Sellers for 110% of the invoice value against All Risks /War Risks as per The Cargo Clauses of The People's Insurance Company of China dated 1, January, 1981. If the cargo is damaged in the period of shipment, the Sellers will claim against the insurance company.

(12) 单据

- 1、清洁无疵的空运提单、注明“运费已付”、指定买方为收货人。
- 2、发票副本两份:注明合同号和唛头。
- 3、装箱单副本两份:注明发货重量和尺寸。
- 4、由卖方或者LC受益人出具的原产地证明一份,品质和数量证明书一份。
- 5、由保险公司出具的按合同价110%保险的单据包括战争险和一切险。
- 6、卖方或者LC受益人必须出具木质包装刷有IPPC标识的证明或无木质包装物种类;

另外卖方应于货物装运后2天内将上述单据一套传真或者发邮件给买方。

Documents:

- 1、Clean Airway bill, marked "Freight Prepaid" and consignee to the buyer.
- 2、Two copies of invoice, indicating contract number and shipping mark
- 3、Two copies of Packing List, indicating shipping weight and dimension
- 4、One original of Certificate of Origin and Certificate of Quality and Quantity issued by the seller / Beneficiary.
- 5、Certificate of Insurance at 110% of contract value issued by insurance company, including war risk and all risk.
- 6、In case of wood packing, beneficiary's certificate certifying that each wood pallet has been marked with IPPC special purpose mark; In case of no wooden packing, Invoice and Packing List must state No Solid Wooden Packing Material.

The Sellers shall Fax one set of the above-mentioned documents to the Buyers or sent one set of the above-mentioned documents to the Buyers by e-mail within 2 days after the shipment.

(13)装运通知:

货物全部装运后, 卖方应在2天之内传真买方一份副本提单/提货单/空运单、发票、装箱单。如由于卖方未及时将装运通知告知买方而发生的一切损失应由卖方负担。

Shipping Advice:

Immediately the goods are completely loaded, the Sellers shall send by fax a copy of Bill of Lading/delivery order/air waybill, invoice and packing list within 2 days. In case the goods are not insured in time owing to the Sellers having failed to give timely advice, any consequent loss shall be borne by the Sellers.

(14) 质量保证:

卖方保证货物采用最好的和未用过的全新材料, 第一流制造工艺, 其成品质量、规格和性能与本合同规定相符。卖方负责安装、调试及人员培训, 并负担费用。质量保证期: 产品质量保证期为货物安装调试验收合格后3年。在货物保证期内, 由于设备自身质量问题造成的故障, 卖方得到买方通知后应即时给予完整维修或更换零部件。

Guarantee of Quality:

The Sellers shall guarantee that the goods is made of the best materials, with first class workmanship, brand new, unused and in conformity to all respects with the quality, specification and performance as stipulated in this contract. The Sellers must install and test the goods and train the users and bear all the expenses. The guarantee period shall be 3 years counting from the date on which the goods are he installed and accepted. And the sellers shall upon request of the buyers repair completely or failing to do so replace the said equipment immediately.

(15)检验与索赔条款:

卖方须提供双方认可的检验机构关于货物的品质、数量、重量的规格检验书, 买方在货物进口后有复检的权利, 如复检后在品质、数量、重量规格方面不符合合同规定, 买方在卸货后180天内凭中国商检证向卖方提出索赔。卖方收到索赔通知后, 如果在十天内未作出书面答复, 即视为卖方同意买方提出的一切索赔。

Inspection & Claim:

The Sellers should provide the inspection certificates of quality/quantity/weight of the goods issued by the institution of inspect agreed upon both parties. The Buyers have the right to re-inspect the goods after landing. If the quality or quantity or weight of the goods is found not in conformity with the stipulations in this Contract after re-inspection, the Buyers shall, within 180 days after discharging of the goods at the Port of Destination, have the right to claim against the Sellers. Any and all claims shall be regarded as accepted if the Sellers fail to reply within 10 days after receipt of the Buyers' claim.

(16)索赔解决办法:

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14条和第15条的规定在索赔期限内或质保期限内提出索赔, 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他必要费用。

乙、调换有瑕疵的货物或补足短缺、补货、换货必须全新并符合本合同规定的规格、质量和性能。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。对补货、换货的质量, 卖方仍应按合同第14条规定, 保证期是36个月。

Settlement of claims:

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 14 and 15 of the Contract, the Sellers shall settle the claim upon the agreement of the Buyers in the following ways:

a. Agree to the rejection of the goods and refund to the Buyers the value of the goods so rejected in the same currency adcontracted herein , and to bear all direct losses and expenses in connection therewith including interest occurred, 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. Replace the defective goods or make up the deficiencies 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 replacement and supplement goods for a further period of 36 months as specified in Clause 14 of this Contract.

(17)不可抗力:

由于严重的水灾、火灾、风灾、雪灾、地震、和战争行为等不可抗力,致使任何一方不能履行合同,遇有事故的一方应立即将事故情况用传真通知对方,并应在14天内将事故详情及发生地政府主管机构出具的影响合同履行程度的证明文件用空邮寄交对方,对方对由此产生的损失不得提出赔偿要求,但事故的一方仍负有在双方协商同意的合同延期时间内履约的责任,延期超过4个星期时,对方有权撤消本合同,但须以书面形式通知事故的一方。

Force Majeure:

Any party of the Contract who fails to execute the Contract due to Force Majeure accidents, such as flood, fire, storm, snow disasters, earthquake and war shall notify by fax immediately the other party of such occurrence and within 14 days thereafter, shall send by airmail the detailed information of the accident and a certificate issued by the Competent Government Authorities of the place where the accident occurs. The other party shall not claim any penalty for the losses suffered therefrom, but the party who encounters the accident shall still be liable to execute the Contract within the deferred time of the Contract as agreed upon by both parties. In case any delay arising therefrom lasts for more than 4 weeks, the other party shall have the right to cancel the Contract, and notify the party who encounters the accident in writing.

(18)仲裁:

凡有关本合同或执行本合同而发生的一切争执,应通过友好协商解决,如不能解决,则应提交中国国际经济贸易仲裁委员会,按照其规定的仲裁程序运用中国法律和国际惯例在中国上海进行仲裁,该仲裁委员会做出的裁决是最终的,买卖双方均应受其约束。仲裁费用由败诉一方负担。

Arbitration:

All disputes in connection with this Contract or the execution thereof shall be settled through friendly negotiation. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to the International Economic and Trade Arbitration Commission of China in accordance with china's laws and international practices when applying its Rules of Procedure. The arbitration shall take place in China 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.

(19) 本进口合同一式伍份,买方贰份,卖方壹份,最终用户贰份,由买卖双方及最终用户盖章后有效。

This Import Contract is made out infive copies, two copies to be held by the Buyers , one copy to be held by the Sellers and the other to be held by the end user. The Contract come into effective after being stamped the three parties.

(20) 特别条款/Special Clauses:

1.招标编号: 0613-254123124675/01 投标书文件及配置清单、中标通知书、承诺书是合同不可分割的部分。

The bid document 、 configuration list, the Notice of winning the bid and the letter of commitment (Project No. 0613-254123124675/01)are integral parts of the contract.

2、本合同用中英文书写,如有不符之处,以中文为准。

The Contract is written in both Chinese and English. If there is any discrepancy, the Chinese version shall prevail.

卖方: 天晟仪拓(江苏)科技有限公司
The Sellers: 天晟仪拓(江苏)科技有限公司

签字/Signature

买方: 建发(上海)有限公司
The Buyers: C & D (Shanghai) Co., Ltd.

签字/Signature

最终用户: 上海市药品检验研究院
The Enduser:

签字/Signature

中英文对照配置清单

ATTACHMENT

合同号: VIVISH25417SIFDC

	Description	中文描述	数量
1	CQI Main Unit	CQI 主机 (转盘共聚焦高内涵成像分析系统主机)	1
2	4 solid-state lasers	4 固体激光器含 405nm/488nm/561nm/640nm (4 线程固体激光光源)	1
3	LED light source	透射光路 LED 光源 (透射光 LED 光源)	1
4	CSU spinning disk	CSU 双转盘单元 (微透镜增强双转盘共聚焦扫描单元)	1
5	sCMOS camera	sCMOS 相机 (高灵敏度高分辨率 sCMOS 相机)	1
6	One set of Objectives (6x)	一套物镜 (含 6 颗) (空气物镜)	1
7	Control Software	操作软件 (高内涵成像分析系统操作软件)	1
8	Control Workstation	操作工作站 (操作电脑工作站)	1
9	CPf Analysis software	CPf 分析软件 (CPF 分析软件)	1
10	Analysis Workstation	分析工作站 (国内交货) (分析软件电脑工作站)	1
11	Live cell incubator system	活细胞培养系统 (活细胞保持系统)	1
12	3-year Warranty	三年质保	1

国内采购

	中文描述	数量
1	8 道移液器	1
2	移液器 100-1000ul (1mL)	4
3	移液器 20-200ul	1

11、备品备件的报价或折扣承诺

(如有备品备件, 请提供。格式仅供参考, 投标人也可自行设定承诺函内容)

投标人承诺: 提供质保期后运行 2 年所需的备品备件的清单和价格, 或者提供标准价格上可以给予的折扣, 并承诺在质保期满后 2 年内不高于上述清单的价格或者折扣率。(此报价不计入投标总价。)

一、清单和价格

序号	配件名称	型号规格/技术参数	单价	品牌	产地	制造厂名称	寿命期	折扣率
1	多模专用光纤	3 米	45240	横河电机(中国)	日本	Yokogawa	5年	15%
2	硅胶软管	导入气体用	50	万特弗	中国	万特弗	5年	15%
3	荧光磁珠	平场和色差校正用	1500	Spherotech	美国	Spherotech	5年	15%

二、折扣

(关于折扣报价的说明: 折后价格=原价*折扣。)

例如: 原价 100 元, 折扣为 70%或 7 折, 则折后价格=100*0.7=70 元)

投标人承诺在质保期满后, 对以下售后服务项目(如有, 勾选), 作出减免优惠:

√1 上门费: ☐ 免收取 或 ☒ 7 折 或 ☐ 其他_____

√2 维修工时费: ☐ 免收取 或 ☒ 7 折 或 ☐ 其他_____

√3 零配件或耗材: ☒ 85 折 或 ☐ 其他_____

√4 软件升级和维护: ☒ 免收取 或 ☒ 折 或 ☐ 其他_____

√5 年度维保价格: _____元/年 或 ☒ 7 折

√6 验证服务价格: 10000 元/次(建议 1 年验证一次) 或 ☐ 折

投标人名称: 天晟仪拓(江苏)科技有限公司 (盖单位公章)

法定代表人(单位负责人)或其委托代理人: 马静 (签字或盖章)

上海市药品检验研究院进口货物委托外贸代理协议

协议编号:VISHD25417SIFDC

甲方现委托乙方代理以下进口货物的相关事宜:

1 进口货物说明

序号	货物名称	型号规格	制造商	原产地	单位	数量	单价(人民币)	合计金额(人民币)
1	高内涵细胞成像分析系统	CQ1	YOKOGAWA	日本	套	1	2480000.00	2480000.00
总计								2480000.00
合计人民币(大写): 贰佰肆拾捌万元整								
本合同的合同价为人民币 2480000.00 元整, 其中进口代理费为总货值的 0.7% 已包含在合同价中。与交货有关的所有费用应包含在合同总价中, 甲方不再另行支付任何费用。								

2 代理工作内容

拟定进口合同及签约; 对外议付、催发货、理赔; 进口手续办理的文件准备; 报关报检、提货; 货送现场, 组织开箱、清点、初验等。

3 费用及结算

合同签订后并收到卖方开具的发票后 40 个工作日内支付 80% 合同款项, 到货验收并通过检验和测试且收到发票后, 40 个工作日内支付 20% 合同款项。

4 说明

本协议一式叁份, 经甲、乙双方盖章后生效, 甲方壹份、乙方壹份、办理免税壹份。合同 VISH25417SIFDC-JK 执行完毕, 本协议失效。

甲方法定(或授权)代表签字:


焦子彦

甲方最终用户签字:

日期:

2015.12.15

甲方(盖章): 上海市药品检验研究院

开户银行: 上海浦东发展银行陆家嘴支行

开户名称: 上海市食品药品检验研究院

开户账号: 076428-98060130650000044

乙方法定(或授权)代表签字:

日期:

乙方(盖章): 建发(上海)有限公司

开户银行: 中国银行上海浦东大道支行

开户名称: 建发(上海)有限公司

开户账号: 454659215400