

合 同
CONTRACT

合同号(Contract No.): 26SIMC/JC308142HK

签订日期(Signed on):

买方(The Buyer): 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: +86-21-64732200 Fax: +86-21-64664285

卖方(The Seller): 汇佰(香港)国际科技有限公司

HUIBAI (HONGKONG) INTERNATIONAL TECHNOLOGY CO., LIMITED

地址: 九龍觀塘鯉魚門道2號新城工商中心12樓11室

Address: FLAT 11, 12/F NEW CITY CENTRE 2 LEI YUE MUN ROAD KWUN TONG KOWLOON

TEL: 00852-63660560 FAX: 00852-37584101

收货人(The Consignee): 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: +86-21-64732200 Fax: +86-21-64664285

Contact: NI WEN XIN Email: niwx@ssimc.com.cn

USCI: 913101041326087639

最终用户(The End-user): 上海工程技术大学 Shanghai University of Engineering Science

中标方(The winning unit): 汇东佰生物科技(上海)有限公司

中标方委托卖方与买方签订合同, 中标方作为设备代理商除承担连带法律义务和履约责任外, 全权承担合同项下货物售后保修的责任和义务。

The winning unit entrusts the seller to sign the contract with the buyer, and the winning unit as the equipment agent, in addition to undertake joint and several legal obligations and performance responsibility, has the full responsibility and obligation to assume the after-sales warranty of the commodity under the contract.

买方、卖方、最终用户同意按下列条款签订合同予以购买:

This Contract is made by and among the Buyer, the Seller, the End-user, whereby the Buyer (on behalf of the End-user) agree to buy and the Seller agree to sell the under mentioned commodity according to the terms and conditions stipulated below:

1. 商品名称、规格、数量及单价: (Commodity, Specifications, Quantity and Price :)

ITEM	NAME	UNIT	QTY	Unit Price	Amount
1.	英文品名: Cell Energy Metabolism Analyzer 中文品名: 细胞能量代谢分析仪 Model: Seahorse XFe24	SET	1	CNY2090000.00	CNY2090000.00
TOTAL				DDP THE END USER LAB	CNY2090000.00
SAY DDP THE END USER LAB CNY TWO MILLION AND NINETY THOUSAND ONLY. (包含上海机场或者上海港口至最终用户实验室的运保费(包括卸货, 搬运))					

2. 生产国别和制造厂 (Country of Origin and Manufacturers):

USA/AGILENT 美国/安捷伦

3. 包装 (Package):

须用坚固的木箱或纸箱包装, 以宜于长途海运/邮寄/空运及适应气候的变化, 并具备良好的防潮抗震能力。由于包装不良而引起的货物损坏或由于防护措施不善而引起货物锈蚀, 卖方应赔偿由此而造成的全部损失费用。包装箱内应有完整的维修保养、操作使用说明书。

To be packed in strong wooden case(s) or carton(s), suitable for long distance ocean \ parcel \ post \ air freight transportation as well as changing climate and with good resistance to moisture and shocks. The Seller shall be liable for any damage of the commodity due to improper packing and for any rust attributable to inadequate protective measures in regard to the packing. One full set of service and operation manuals shall be enclosed in the case(s).

4. 装运标记 (Shipping mark):

卖方应在每个货箱上用不褪色油漆标明箱号、毛重、净重、长、宽、高并书以“防潮”、“小心轻放”、“此面向上”等字样和装运码头:

每个木质包装箱外必须标有国际植物保护公约组织 (IPPC) 公布的国际植物检疫措施标准第 15 号, 即 ISPM 15 专用标识。

唛头: 26SIMC/JC308142HK
SHANGHAI

The Seller shall mark on each package with fadeless paint the package number, gross weight, net weight, measurement and warnings such as, “KEEP AWAY FROM MOISTURE”、“HANDLE WITH CARE”、“THIS SIDE UP” as well as the shipping mark:

Each wooden crate should be marked with ISPM 15 (International Phytosanitary Measures No. 15) which is issued by IPPC (International Plant Protection Convention).

SHIPPING MARK: 26SIMC/JC308142HK
SHANGHAI

5. 交货日期 (Date of delivery):

合同签订之日起 90 天内到货, 且卖方在发货前收到买方的发货通知。若本项目需办理出口许可证, 六个月内出口许可证没办理成功, 则双方签订的合同自动取消。不允许分批, 不允许转运。

Within 90 days delivery to the place after signing the contract, and the sellers receiving a letter of shipping advice from the buyers. If this project needs to apply for an export license, and the export license is not applied for within six months, the contract signed by both parties will be automatically cancelled. Partial shipment is not allowed. Transshipment is not allowed.

6. 装运港口 (Port of shipment): 新加坡机场 MAIN AIRPORT OF Singapore

7. 卸货港口 (Port of destination): 上海机场 SHANGHAI AIRPORT, CHINA

8. 保险 (Insurance): 由卖方投保 TO BE COVERED BY THE SELLER UPON SHIPMENT

9. 付款条件 (Payment): 合同签订且收到用户对应款项后 TT 支付 CNY1680000.00, 剩余 CNY410000.00 待收到用户对应款项后 TT 支付。

T/T (CNY1680000.00) + T/T (CNY410000.00).

CNY1680000.00 will be paid by TT after signed the contract and the buyer received the corresponding

payment from the user, pay by TT. The remaining CNY410000.00 will be paid by TT after the buyer received the corresponding payment from the user.

BANK INFORMATION(S/T/T, 本合同为跨境人民币, 本账号可接受跨境人民币):

COMPANY NAME: HUIBAI (HONGKONG) INTERNATIONAL TECHNOLOGY CO., LIMITED

BANK NAME: HK and Shanghai Banking Corp Ltd

Bank address: 1 QUEEN' S ROAD CENTRAL, HONG KONG

Account Number: 1 QUEEN' S ROAD CENTRAL, HONG KONG

SWIFT: HSBCHKHHHKH

10. 运输单据 (Documents):

卖方应向买方递交下列单据:

- 1). 由受益人 (卖方) 出具的标明合同号和唛头的发票正本 2 份和副本 2 份;
- 2). 由受益人 (卖方) 出具的装箱单正本 2 份和副本 2 份, 标明包装的数量及每件包装的毛重、净重、尺寸;
- 3). 由受益人 (卖方) 出具的品质和数量证明书;
- 4). 通知买方已装运的传真/邮件抄件一份;
- 5). 空运单以买方为收货人;
- 6). 由受益人 (卖方) 出具的原产地证明副本二份;
- 7). 非木包装证明副本一份或卖方的申明阐述此单货物的木质包装已做熏蒸处理, 有符合商检局的 IPPC 标识, 且该标识完整清晰地位于木质包装材料的四周。
- 8). 保险单或保险证明书注明投保险种。保险索赔可在上海理赔。

The Sellers shall deliver the following documents to the bank for negotiation:

- 1). Invoice in 2 originals and 2 copies indicating Contract number and shipping mark by the beneficiary (the seller).
- 2). Packing list in 2 originals and 2 copies issued by the Manufactures, indicating quantity, gross weight, net weight measurement of each package by the beneficiary (the seller).
- 3). Certificate of Quality and Quantity issued by the beneficiary (the seller).
- 4). Copy of fax/email to the Buyers advising the particulars of shipment immediately after shipment is made.
- 5). Full sets of air bill consigned to the buyer.
- 6). Certificate of origin in 2 copies issued by the beneficiary (the seller).
- 7). Non-wood packing materials Declaration or Seller' s certificate certifying that the wood packing materials have been treated and officially marked IPPC full and apparently on the sides of the packing materials.
- 8). Insurance Policy or Certificate, blank endorsed, and "Claims payable in Shanghai."

11. 装货通知 (Shipping advice):

卖方应在装货后 12 小时内, 以传真/邮件形式通知买方出库单、发票、装箱单。

卖方应将货物运至本合同第 7 款规定的港口。

与本合同有关的货物运费及保险费由卖方承担。

The Seller shall, within 12 hours after the date of shipment stipulated in the Clause 5 of this Contract, advise

by fax/email the Buyer of the delivery order, invoice, packing list.

The Seller shall deliver the goods to the airport of destination specified in Clause 7 of this Contract.

The airfreight, insurance premium in respect of the exportation of goods contracted shall be borne by the Seller.

12. 质量保证 (Guarantee of quality)

卖方保证货物是用最好材料上等工艺制作的、全新的，其质量、规格和性能与本合同规定相符。质保期为整机自双方代表签订验收单之日起 12 个月。

The Seller 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 specification stipulated in this Contract and conforms to the data sheets or technical manuals of the commodities contracted. The guarantee period shall be 12 months counting from the date on which the Acceptance Certificate has been signed by the representatives of both parties.

13. 检验和索赔 (Inspection and claim):

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

货到目的港后，买方将申请中华人民共和国质量监督和检验检疫（以下简称出入境检验检疫局）对货物的规格和数量/重量进行复检，如发现货物残损，规格或/和数量与合同规定不符，除保险公司或运输公司的责任外，买方得在货物到达目的港后 90 日内凭出入境检验检疫局出具的检验证明书向卖方索赔或拒收该货物。

在保证期限内，如货物由于设计或制造上的缺陷而发生损坏或/和品质、性能与合同规定不符时，买方将委托出入境检验检疫局进行检验，并凭其检验证明书向卖方提出索赔（包括换货），由此产生的全部相关费用应由卖方承担。

若卖方收到上述索赔后 30 天内未予答复，则认为卖方已接受上述索赔。

The manufacturers shall, before delivery make a precise and comprehensive inspection of the goods in regard to the quality, specifications, performance and quantity/weight and issue inspection certificates certifying the technical data and conclusion of the inspection.

After arrival of the goods at the port of destination the Buyer shall apply to China Entry-Exit Inspection and Quarantine Bureau (here in after referred to as CIQ) for a further inspection in respect of the specifications and quantity/weight of the goods. If damages of the goods are found, or the specifications and/or quantity are not in conformity with the stipulations of this Contract, except when the responsibilities lie with Insurance company or Shipping Company, the Buyer shall, within 90 days after arrival of the goods at the port of destination, claim against the Seller, or reject the goods according to the inspection certificates issued by CIQ.

In case of damages of the goods incurred due to the design or manufacture defects and \ or the quality and performance are not in conformity with the contract, the Buyer shall, during the guarantee period, request AQSIQ to make a survey and shall make a claim against the Seller (including replacement of the goods) and all the related expenses incurred, regarding the elimination of such damages there from shall be borne by the Seller.

The claims mentioned above shall be regarded as being accepted if the Seller fail to reply within 30 days after Seller receive the Buyer' claims.

14. 人力不能抗拒 (Force majeure):

凡在制造或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 14 天内，给买方航空快寄一份由主管政府当局颁发的事故证明书。在此情况下，卖方仍有责任采取一切必要的措施，加快交货。如事故延续 10 周以上，买方有权撤销合同。

The Seller shall not be 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 transit. The Seller shall advise the Buyer immediately of the occurrence above mentioned and within fourteen days thereafter the Seller shall send by air mail to the Buyer 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 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 the Contract.

15. 迟交货罚款 (Late delivery and penalty):

除本合同第 14 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, 买方应同意在卖方付罚款的条件下延期交货。罚款可由支付银行在议付货款时扣除。罚款率按每 7 天收 0.5%, 不足 7 天时以 7 天计算, 但罚款不得超过迟交货物总价的 5%。如卖方延期交货超过合同规定 10 周时, 买方有权撤销合同。此时, 卖方仍不延迟地按上述规定向买方付罚款。如果买方延迟开出信用证, 卖方不承担迟交货罚款责任。

Should the Seller fail to make delivery on time as stipulated in the Contract, with exception of Force Majeure causes specified in Clause 14 of this Contract, the Buyer shall agree to postpone the delivery on the condition that the Seller agree to pay a penalty which shall be deducted by the paying bank from the payment under negotiation. 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. But the penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. In case the Seller fail to make delivery ten weeks later than the time of shipment stipulated in the Contract, the Buyer shall have the right to cancel the Contract and the Seller, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyer without delay. If the L/C is opened late, the Seller will not pay late delivery penalty.

16. 仲裁: (Arbitration):

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 (上海国际仲裁中心), 根据该仲裁委员会的仲裁规则, 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; 任何一方均不能诉诸于法院或其他机构来改变裁决。仲裁费由败诉方承担。在仲裁过程中, 除仲裁部分外, 各方当事人仍有义务继续执行本合同。

实体法律

全部纠纷将以该合同和其他在执行合同过程中达成的协议为依据, 其余按照联合国大会制定的现行有效的《国际货物销售公约》(CISG) 进行解释。

All disputes among the Seller, the Buyer and the End-user in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to Shanghai International Economy and Trade Arbitration Commission (Shanghai International Arbitration Center) in accordance with its Rules of Arbitration promulgated by the said Arbitration Commission. The arbitration shall take place in Shanghai and the decision of the Arbitration Commission shall be final and binding upon the Seller, the Buyer as well as the End-user; neither party shall seek recourse to a law court or other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. In the course of arbitration, all the parties shall continue to execute the present Contract except those under arbitration.

SUBSTANTIVE LAW

All disputes shall be settled in accordance with the provisions of this contract and all other agreements regarding its performance, otherwise in accordance with the UN convention on Contracts for the International Sale of Goods (CISG) as at present in force.

17. 附加条款 ADDITIONAL CLAUSES (COMPENSATION)

卖方应全额赔偿因延迟交货而产生的所有费用和关税。

本合同货物买方以招标方式购买，招标编号:3109-264Z20263011，供货方投标书内应标条款同为合同条款的组成，是合同不可分割的组成部分。

The Seller shall compensate full amount for all the costs and tariffs occurred due to the late delivery of the products.

The buyer of this contract purchases the goods by put in a tender. The tender number is 3109-264Z20263011. The tender clauses in the supplier's bid are the same as part of the contract clauses.

18. 税费 (TAXES AND DUTIES) :

本项目拟申请海关免税政策，若因免税政策变化等原因导致最终用户未能享受免税政策，相关税收由卖方承担。

在执行本合同过程中，在中国以外发生的所有税费由卖方承担。

如设备有加征部分关税须由卖方承担。

由于最终用户预算为不超过 2090000.00 元人民币，超出预算的差额（如：出口管制、贸易战等）、外贸环节的所有费用（含外贸代理服务费和实际发生的银行费、清关、商检、仓储、运保费等关港杂费费用金额）及海关税收（若有）由中标方承担。

This project intends to apply for the customs tax exemption policy. If the end user fails to enjoy the tax exemption policy due to the change of the tax exemption policy or other reasons, the relevant taxes shall be borne by the winning unit.

All taxes arising outside of China in connection with the execution of this Contract shall be borne by the Seller.

If equipment is subject to tariffs, it should be borne by the seller.

Since the end user's budget is not more than RMB 2090000.00, the seller shall bear the budget gap (such as export control, trade war, etc.), all expenses of foreign trade (including foreign trade agency service fees, bank fees actually incurred, customs clearance, commodity inspection, warehousing, insurance and freight and other customs fees) and customs taxes (if any).

本合同中英文版本一式七份，卖方保留一份，买方保留一份，中标方保留一份，最终用户保留四份，以中文为准。

In witness thereof, this contract is made in triplicate in English and Chinese versions, which are held by the Seller and Buyer and end-user with the same binding. The Seller keeps one original, the Buyer keeps one original, the winning unit keeps one original and the end-user keeps four original.

买方

THE BUYER:

SHANGHAI SCIENTIFIC INSTRUMENTS & MATERIALS CO., LTD

上海科学器材有限公司
谷文斌

最终用户

THE END-USER:

Shanghai University of Engineering Science

宋光宇
上海工程技术大学



THE SELLER:

HUIBAI (HONGKONG) INTERNATIONAL TECHNOLOGY CO., LIMITED

The winning unit:

2026年10月22日

彭昱臻

For and on behalf of
HUIBAI (HONGKONG) INTERNATIONAL TECHNOLOGY CO., LIMITED
汇佰(香港)国际科技有限公司
Authorized Signature(s)

汇东佰生物科技(上海)有限公司

Attachment for Contract 26SIMC/JC308142HK

配置描述	数量	单位
Seahorse XFe24 主机	1	台
Seahorse 专业分析软件	1	套
Seahorse XFe24 数据分析控制工作站	1	台
装机耗材	1	套
电源线	1	套
数据线	1	套

TECHNOLOGY CO., LIMITED
汇佰(香港)国际科技有限公司
Authorized Signature(s)

细胞能量代谢分析仪 代理进口协议

协议编号： 26SIMC/JX308142HK
外贸合同号： 26SIMC/JC308142HK
签约地点： 上海
签约日期：

甲方：上海工程技术大学

乙方：上海科学器材有限公司

甲乙双方经协商就甲方委托乙方进口以下货物达成如下协议：

(1) 货物名称、规格、数量：

序号	货物名称、规格型号	数量及 单位	单价	总价
			人民币	人民币
1	英文品名：Cell Energy Metabolism Analyzer 中文品名：细胞能量代谢分析仪 Model：Seahorse XFe24	1 套	人民币 2090000.00	人民币 2090000.00
合计 小写：人民币：2090000.00 大写：人民币：贰佰零玖万元整				

- (2) 国外供货商：汇佰（香港）国际科技有限公司
- (3) 原产国别及制造厂商： USA/AGILENT 美国/安捷伦
- (4) 外贸进口合同价格：固定人民币：2090000.00元（合同货款），至最终目的地的内陆运费和保险费、采购代理服务等均由国外供应商承担。若合同全款超过2090000.00元，超出部分的金额由国外供应商承担。
- (5) 结算方法和价格：本协议总金额按人民币：2090000.00元计算。
- (6) 合同签订后10个工作日内，甲方支付乙方合同款项1680000.00元（乙方银行：上海银行股份有限公司淮海支行，账号：31682900005008319）。剩余合同款项410000.00元，甲方于2027年预算下达且验收通过后 10个工作日内付剩余款项。在没有收到甲方相应款项之前，乙方有权不对外付汇。
- (7) 以上第（1）条所列的本协议项下进口的货物/设备的型号、技术资料 and 外商报价均已经甲方确认。
- (8) 乙方负责与外商订立外贸进口合同并办理银行购汇及对外支付货款等手续。
- (9) 乙方负责办理外贸进口环节中的各项手续，如报关、清关、提货等。
- (10) 如本协议项下进口的仪器设备属免税项目，由乙方配合甲方办理海关免税证明，以作报关之用。

- (11) 交货地点：甲方所在地实验室
- (12) 交货时间：以外贸三方合同里约定的交货时间为准。
- (13) 本协议项下的货物的质量及保修期等均由供货厂商负责。进口货物/设备若发现有质量问题，甲方委托乙方凭商检证书向外商提出索赔。乙方对外交涉索赔所需费用由乙方承担。
- (14) 本协议未尽事宜以甲乙双方签订的《采购代理委托协议》为准。
- (15) 争议的解决：协商解决。若协商不能解决，则提交甲方所在地人民法院诉讼解决。
- (16) 备注：本协议一式四份，甲方持三份，乙方持一份，并具同等效力。

甲方：上海工程技术大学

(盖章)



地址：上海市龙腾路333号

邮编：

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2026年10月22日

