

CONTRACT

Contract No. : 2026GLZ0801US

买方：上海市环境科学研究院	
The Buyer: Shanghai Academy of Environmental Sciences	
地址：上海市钦州路508号	
Address: SHANGHAI P. R. C 508# qinzhou road, Shanghai, P. R. China	
电话/TEL: 0086-21-64085119	传真/FAX:
进口代理方：上海市机械设备成套（集团）有限公司	
The Import Agent: SHANGHAI MACHINERY COMPLETE EQUIPMENT (GROUP) CORP. LTD	
地址：上海市浦东新区商城路618号良友大厦24楼	
Address: 24/F No. 618 SHANGCHENG ROAD, SHANGHAI, CHINA	
电话/TEL: 0086-21-50934557	传真/FAX: 0086-21-50934589
E-mail: 0086-21-50934557	
卖方：上海协通集团国际贸易有限公司	
The Seller: SHANGHAI XIETONG GROUP INTERNATIONAL TRADING CO., LTD	
地址：中国（上海）自由贸易试验区西里路55号13层1327室	
Address: Room 1327, 13 Floor, NO. :55 XILI ROAD, China (Shanghai) Pilot Free Trade Zone, Shanghai, P. R. China	
电话/TEL: 021-36353723	传真/FAX: 021-36353723

兹经买卖双方同意按照以下条款，由进口代理方购进卖方售出以下商品：

This contract is made by and between The import agent and the Seller; whereby The import agent agree to buy and the Seller agree to sell the under mentioned commodity according to the terms and conditions stipulated below:

买方和进口代理方之间的各项责任义务体现在进口委托代理协议中。

The various responsibilities and obligations between the buyer and the import agent are embodied in the import agency agreement.

1、货物及价格/Commodity & Price:

序号 No.	货物及主要规格 Commodity & Main Specifications	数量 Qty	单价 (USD) Unit Price	总价 (USD) Total Amount
1	英文名称: Online-SPE LCMSMS 中文名称: 超高效液相色谱-三重串联四级杆质谱联用仪 型号: 1290InfinityIII-6495D 品牌: 安捷伦 (Agilent)	1 Set	USD447,500.00	USD447,500.00

共计CIP上海市环境科学研究院 肆拾肆万柒仟伍佰元整(美元)/Total Value 447,500.00 (USD)
SAY USD 447,500.00 Only. FOUR HUNDRED AND FORTY-SEVEN THOUSAND AND FIVE HUNDRED Only.

大写：美元 CIP上海市环境科学研究院 肆拾肆万柒仟伍佰元整

USD Total CIP Shanghai Academy of Environmental Sciences FOUR HUNDRED AND FORTY-SEVEN THOUSAND AND FIVE HUNDRED Only.

2、产地及制造商/ Country of Origin and Manufactures:

新加坡/安捷伦科技有限公司

3、装运期限/Time of Shipment:

免表办理完成后90天内（2026年10月31日前）

Within 3 months after tax exemption is completed. (Before Oct. 31, 2026)

4、装运口岸/Port of Loading:

新加坡主要港口
Main Airport of Singapore

5、目的地/ Destination:

上海市环境科学研究院
Shanghai Academy of Environmental Sciences

6、保险/Insurance:

卖方办理一切保险 (保险金额为110%合同金额)。
To be covered by the Seller (110% of the total value of the contract).

7、付款方式/Payment:

- 1) 合同签署后30天内, 进口代理方开立60%合同金额不可撤销即期信用证。凭以下条件承兑:
 - a) RMB152150的履约保证金 (合同总价的5%)。
 - b) 在100%合同所述全部货物装运之后, 凭合同中规定的全套发货单据承兑信用证项下金额。
- 2) 尾款 (合同总价的40%) 在货物验收结束后的30个工作日内凭以下单据T/T支付:
 - a) 40%合同金额的商业发票;
 - b) 买卖双方签字的验收合格证明书;
- 3) 履约保证金有效期至合同货物最终安装调试验收合格。履约保证金收款人为进口代理方, 履约结束后保证金将由进口代理方退回。
 - 1) Within 30 days after the signing of the contract, the Import Agent shall open 60% of the contract value and irrevocable sight L/C. Acceptance by the following conditions:
 - a) The seller pays RMB152150 performance bond.
 - b) After shipment of all the goods described in the 100% contract. According to the contract specified in the full set of delivery documents under the amount of credit.
 - 2) The balance 40% will be paid by T/T after final acceptance within 30 working days from the date against the following documents:
 - a) Commercial invoice of 40% contract value
 - b) The acceptance sheet with the signer of each parties
 - 3) The performance bond is valid until the contract all the goods after the signing of the final acceptance certificate. The beneficiary of the performance bond is the Import Agent, the performance bond will be paid back after final acceptance.

8、包装/Packing:

以坚固的热处理过的木箱或非木质材料包装, 适于长途运输, 能够防潮、防震, 并能抵御气候变化。对于不妥当的包装而引起的包括但不限于货物生锈和损失、损毁、被盗、灭失、淋湿、残损、交货不清、短缺、运输工具、机械设备被污染腐蚀损坏、人身伤亡等问题, 其责任应由卖方承担。

Packed in strong heat-treated wooden cases or non-wooden materials well suited for long distance transportation and well protected against moisture, shock and climate change. The seller shall be liable for any problems caused by improper packing, including but not limited to rust, loss, damage, theft, loss, wetting, damage, unclear delivery, shortage, contamination, corrosion and damage of transportation means, machinery and equipment, personal injury or death of the goods.

9、唛头/Shipping Mark:

2026CLZ0801US
Shanghai, China

10、空运单据/air freight Documents:

- 1) 由上海外高桥保税区仓库签发的核注清单一份

One original of the verification list issued by warehouse company of Shanghai Waigaoqiao Bonded Zone.

2) 标明合同号的发票正本3份及副本2份

Invoice in 5 copies indicated contract number.

3) 装箱单正本2份及复印件3份

Packing list in 5 copies

4) 制造商或者卖方出具的货物品质和数量证书

Certificate of quantity issued by the manufactures/Seller

5) 保险单

Insurance

6) 木质包装外包装上标有IPPC标志或生产厂家或卖方出具的无木质包装证明

Wood packing materials with spray paint marks IPPC or certificate of Non wood packing material used issued by the manufactures or sellers.

7) 生产厂家或者卖方签发的原产地证书

Certificate of Origin signed by the manufactures/seller.

卖方须在装上飞机后2个工作日内将以上所记全套装运单据传真给进口代理方。

The Seller shall send by fax or Email a full set of the aforesaid documents and invoice with the total contract value to the Buyers within 2 workdays from the import agent.

11、装运通知/Shipping Advice:

货物装上飞机后，卖方应立即以电报或传真通知进口代理方合同号、重量、装箱尺寸、班次名、起飞日期和目的地。

Immediately after the goods have been loading, the Sellers shall notify the Import Agent by Email or FAX the contract number, weight, packing size, flights and taking off date of the plane and port of destination.

12、索赔/Claims:

在货物到达目的地口岸90天内，如发现货物品质、规格或/和数量与合同规定不符合时，除属于保险公司或航空公司责任者外，买方有权凭中国的商品检验局出具的检验证书向卖方索赔换货或赔款，因此而发生之一切费用（包括检验费、退货及换货运费、保险费、仓储费及装卸费）由卖方负责，但代理进口方须为买方提供相应配合与协助，包括但不限于因合同相对性而直接以代理进口方名义向卖方采取诉讼/仲裁等法律措施。

Within 90 days after the arrival of the goods at the port of destination, should the quality, specifications or/and quantity of the goods be found not in conformity with the stipulations of the contract, the Buyers shall, with the exception of those claims for which the insurance company or the airline is liable, have the right on the strength of the inspection certificate issued by the Commodity Inspection bureau of China to claim for replacement or compensation to the Sellers. For all expenses (including inspection fees, return and exchange goods freight, insurance premium, storage and handling charge) shall be the responsibility of the seller, but the agent corresponding cooperate and assist the importer must provide the buyer, including but not limited to directly because of contract relativity in the name of the agent for the importer to the seller to take legal measures such as litigation/arbitration.

13、质量保证/Warranty:

卖方保证在加工产品材质和操作维护符合正常要求的前提下，所售设备自验收合格证明书签署之日起24个月内运转正常。

The Seller warrants that the machine units shall conform to the specifications and warranties free from defects in material and workmanship for 24 months from signing the Acceptance Certificate.

14、人力不可抗拒因素/Force Marjorie:

卖方对在设备制造及运输期间由人力不可抗拒因素而引起的延迟交货或不能交货不负任何责任。例

如，在出现了战争、火灾、地震、台风、自然灾害以及其它卖方所不能合理控制的任何意外事故和情况而阻止或干扰了本合同的履行时，卖方应立即通知进口代理方所发生的人力不可抗拒因素，并在14天内，通过航空邮件将由事发当地政府机关颁发的事故证书寄给进口代理方，供其核查。在这种情况下，卖方仍有义务采取必要措施加快交货的速度。但卖方若先行违约遭遇不可抗力的，则卖方原有义务的履行、相关经济和法律责任的承担不受任何影响。

The Sellers shall not responsible for the delay in shipment or non-delivery of the good due to Force Marjorie, which might occur during the process of manufacturing or in the course of loading or transit, such as war, fire, flood, earthquake, typhoon, natural catastrophe and all other contingencies and circumstances whatsoever beyond the Sellers' reasonable control preventing hindering or interfering with the performance thereof. The Sellers shall advise the Buyers immediately of the occurrence mentioned above and within fourteen days thereafter, the Sellers 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 thereof. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. If the Seller breaches the contract in advance and suffers force majeure, the seller's performance of its original obligations and relevant economic and legal liabilities shall not be affected.

15、迟交货罚款/Delayed delivery and Penalty:

如卖方不能按合同规定时间交货时，除本合同第14条中所述的人力不可抗拒因素、买方原因（但卖方先行违约的除外）造成的延迟交货外，如卖方同意支付罚款，买方有权选择是否同意推迟交货期。如果交货期的延迟超过2周，买方有权单方要求进口代理方解除合同，且卖方除按本合同总金额的20%向买方支付违约金外，还须向买方承担因此导致的经济损失（包括但不限于买方的投入、预期利益、买方向他人支付的赔偿金、违约金、向行政部门缴纳的罚款、买方代卖方或进口代理方垫付的各项费用、买方的名誉损失、法院诉讼费、仲裁受理费、调查取证费、旅差费、评估费、鉴定费、审计费、各项保全费和律师代理费等）的赔偿责任。若进口代理方原因造成货物逾期交付，则按照本条款之规定向买方承担违约责任。

卖方或进口代理方违反本合同任一规定、提前解除合同、被吊销、宣布破产或清算或其它原因不能全面、适当地履行合同条款，均视为严重违约，均按照上述本条款规定向买方承担违约责任。

本合同各方在签订本合同时，已对合同条款及各自的权利、义务清楚明确，并自愿按照本合同的规定全面、实际履行各自义务，如任何一方违反本合同的规定，则构成违约，须承担相应的违约责任，且自愿放弃调整违约金的权利。

In case the Seller fails to make delivery within the time stipulated in the contract, the Buyer has the right to choose whether to agree to delay the delivery of the goods or not, with the exception of the delay caused by force majeure factors mentioned in Clause 14 or the Buyer's reasons (except for the seller's prior breach of contract), if the Seller agrees to pay a penalty. If the delivery is delayed more than 2 weeks, the buyer shall have the right to unilaterally request the import agent to terminate the contract, and the Seller shall pay the buyer liquidated damages equal to 20% of the total contract amount. Still must therefore lead to economic losses to the buyer for (including but not limited to the buyer's input, expected benefits buyer pay the compensation, liquidated damages, pay the fine, to the administrative department of the buyer and the seller or the payment of import agent fees, the reputation of the buyer's losses, court costs, fees for accepting arbitration, investigation fee, air fare, assess cost, a word, auditFees, preservation fees and attorney's fees, etc.). If the import agent delays the delivery of the goods due to any reason, it shall be liable to the buyer for breach of contract in accordance with the provisions of this article.

If the Seller or the import agent violates any provision of this Contract, terminates the contract in advance, is revoked, declares bankruptcy or liquidation or fails to fully and properly perform the terms of the contract for other reasons, it shall be deemed as a serious breach and shall bear the liability for breach of contract to the Buyer in accordance with the provisions of the above article.

Parties in this contract, this contract is for the terms of the contract and their respective rights and obligations clear, voluntary and fully in accordance with the provisions

of this contract and the actual performance of their respective obligations, if any party violates the provisions of this contract, constitute a default, shall bear the corresponding liability for breach of contract, and voluntary giving up adjusting penalty due to breach of contract.

16、仲裁/Arbitration:

凡有关执行合同所发生的一切争执, 双方须通过友好协商解决, 双方如协商不能解决时, 此争执应提交设在中国上海的上海国际经济贸易仲裁委员会, 按该仲裁委员会的仲裁程序进行仲裁。仲裁地点为上海, 仲裁语言文字采用中文。仲裁委员会的裁决对合同双方均有约束力。仲裁费用由败诉方承担。

All disputes in connection with this contract or the execution thereof shall be settled by friendly negotiation. If no settlement can be reached, the case in dispute shall be submitted to China International Economic and Trade Arbitration Commission in Shanghai in accordance with the provisional rules of procedures promulgated by the arbitration commission. The arbitration shall take place in Shanghai, China. The language of arbitration shall be Chinese. Any decision made by the Arbitration Commission shall be accepted as final and binding upon both parties; 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.

17、商品检验/Commodities Inspection:

货物到达目的地口岸后, 进口代理方有权申请中国商品检验局(以下简称为商检局)就货物的质量、规格和数量进行检验。如发现货物的规格或数量与合同不符, 除应由保险公司或船运公司负责的责任外, 进口代理方于货物到达目的地口岸卸货后90天内凭商检局出具的检验证书有权拒绝接收货物或向卖方索赔。

After arrival of the goods at the destination port, The import agent have right to apply the China Commodity Inspection Bureau (hereinafter called CCIB) for a preliminary inspection of the goods in respect of their quality, specifications and quantity or both, except those for which either the insurance company or the shipping company is responsible The import agent shall, within 90 days after discharge the Seller on the strength of the inspection certificate issued by CCIB.

18、银行费用/Banking Charges:

所有在中国境外发生的银行费用由卖方承担, 所有在中国境内发生的银行费用由进口代理方承担。

All the banking charges incurred outside China shall be borne by the Seller, all the banking charges incurred in China shall be borne by The import agent.

19、其它/Others:

所有文件为合同的有效组成部份, 与本合同具有同等法律效力。

All documents are integral parts of this contract and have the same legal effect as this contract.

附件一 产品配置清单 Product list

附件二 安装调试与服务 Startup & Service

附件三 卖方承诺 The seller's undertaking

本合同各方一致确认: 本合同的部分条款若在法律上被判定为无效、无法执行或不合法, 并不影响其他条款的有效性, 其他条款仍应得到执行; 对此, 各方没有任何异议, 一致保证不以任何理由进行抗辩。

各方之间的告知和送达, 须以书面方式并附相应回执, 电话记录则需以相对方核对、确认为准。

The parties hereto agree that if some provisions of this Contract are legally held in valid, unenforceable or illegal, the validity of the other provisions shall not be affected and the other provisions shall still be enforced. In this regard, the parties have no objection and have unanimously pledged not to defend against any reason.

Notification and service between the parties shall be made in writing with corresponding receipt attached, and telephone records shall be subject to verification and confirmation.

tion by the other party.

20、附则/Other:

本合同自三方签字盖章后生效，合同正本一式捌份，买方执肆份，卖方及进口代理方各执贰份，具有同等的法律效力。本合同的任何修改应经双方达成书面同意。本合同以中文与英文书写，但若两种语言表述不一致的，均以中文为准。

In witness thereof, this Contract is signed by three parties in eight original copies, the buyer holds four copies, the seller and the import agent each holds two copies. Any amendments of this contract are to be done in writing and must be signed by both parties. This Contract is written in Chinese and English, but in case of any discrepancy between the two languages, the Chinese language shall prevail.

买方/The Buyer:

Shanghai Academy of Environmental Sciences
上海市环境科学研究院

买方代表:

日期: 2026.6.3

进口代理方/The Import Agent:

Shanghai Machinery Complete Equipment (Group) Corp. Ltd
上海市机械设备成套(集团)有限公司

进口代理方代表:

日期: 2026.6.2

卖方/ The Seller:

SHANGHAI XIETONG GROUP INTERNATIONAL TRADING CO., LTD
上海协通集团国际贸易有限公司

卖方代表:

日期: 2026.6.3

附件一/Appendix I: 产品配置清单

序号	名称	型号和规格	数量
1	6495 三重四极杆质谱仪主机系统, 含质谱泵, 仪器控制工作站等	G6495DA	1
2	LC/MS APCI 离子源	G1947B	1
3	1290 Infinity III 高速高压二元泵	G7120A	1
4	超洁净管线工具包	G7120A #033	1
5	1290 Infinity III Multisampler 进样器	G7167B	1
6	Agilent InfinityLab 样品恒温模块	G7167B #101	1
7	1290 Infinity 多重清洗选件	G7167B #112	1
8	1290 Infinity III 大容量柱温箱	G7116B	1
9	用于 1290 MCT 的阀驱动	G7116B #058	1
10.	2 位/6 通阀头, 1300 bar	G4231C	1
11	1260 Infinity III 四元泵	G7111B	1
12	最长正常运行时间工具包	G7111B #007	1
13	主动密封垫冲洗	G7111B #030	1
14	1260 Infinity III Multisampler 进样器	G7167A	1
15	Agilent InfinityLab 样品恒温模块	G7167A #101	1
16	可增加 1400 μ L 抽取体积的多次抽取选件	G7167A #121	1
17	三层高抽屉 (3H)	G7167A #133	1
18	样品定量环 (带卡套), 900 μ L, 右侧	G7167A #156	1
19	分析头 900 μ L	G7167A #163	1
20	1290 Infinity Flexible Cube 辅助模块	G4227A	1
21	Flex Cube with 2nd valve drive	G4227A #058	1
22	在线 SPE 启动装置, 800 bar	G4742A	1
23	MassHunter 质谱工作站软件, 用于 LC/TQ	M5930AA	1
24	方法维护	R1736D	1
25	中国 LC/MS/MS 环境解决方案包	G5364AA	1
26	Online SPE Antibiotic kit, 在线固相萃取抗生素分析包 (含色谱柱, 萃取柱, 在线过滤器, 滤芯, 样品瓶等)	G5364AA #002	1

27	Online SPE PFAS kit, 在线固相萃取PFAS分析包 (含色谱柱, 萃取柱, 在线过滤器, 滤芯, 样品瓶, PFAS Free Kit等)	G5364AA #003	1
28	GB5750 PFAS kit, 国标5750 PFAS分析包 (含色谱柱, 萃取柱, 样品瓶, PFAS Free Kit等)	G5364AA #006	1
29	样品盘, 样品瓶板, 用于 15 × 6 mL 样品瓶	5022-6539	2
30	样品瓶, 样品瓶, 螺口, 6 mL, 透明, 100/包	9301-1377	1
31	橡胶隔垫, 隔垫, 用于 6 mL 样品瓶, 100/包	9301-1378	1
32	塑料瓶盖, 用于 6 mL 样品瓶的螺口盖, 100/包	9301-1379	1
33	样品瓶, 样品瓶方便套装, 螺口, 透明样品瓶, 蓝色瓶盖, 经认证, 500/包	5182-0732	1
34	1290 在线过滤器 (0.3 um)	5067-6189	1
35	滤芯, 用于 1290 在线过滤器的滤芯, 0.3 um, 5/包	5023-0271	1
36	Reg M2B 1/8 英寸管线	G4350-20000	1
37	中国环境 LC/QQQ 解决方案服务	R4508A	2
38	Poroshell 120 PFAS 延迟柱, 4.6 × 30 mm	027403-007	1
39	色谱柱, PS 120 HPH C18柱, 3.0x100mm, 2.7um	695975-502	1
40	进样针, ESI雾化器针头工具包, 316不锈钢, 包括针头支架、密封垫圈和ESI 喷雾针	G1958-60137	1
41	PEAK 氮气发生器系统	G1953A	1
42	Peak Genius XE 70 氮气发生器, 230 V	G1953A #010	1
43	色谱柱, Poroshell 120 EC-C18, 3.0x150mm, 2.7um	693975-302	1
44	在线固相萃取柱 PLRP-S, 15 - 20 um, 2.1 × 12.5 mm, 3/包	5982-1271	1
45	色谱柱, PS 120 HPH C18柱, 4.6x100mm, 2.7um	695975-702	1
46	RRHD Eclipse Plus C18柱, 2.1×50mm, 1.8 μ m	959757-902	1
47	固相萃取柱, WAX 聚合物 SPE 柱, 30 × 6 mL 管, 150 mg	5982-3667	1

附件二：安装调试与服务

安捷伦售后服务条款

1. 安捷伦公司采用固定网点并结合流动的服务方式，在北京、上海、南京、广州、厦门、兰州、成都、昆明等地均设有维修站，为用户提供安装及维修服务，其中上海地区维修工程师 52 位。
2. 仪器运达现场前，我们会向您提供场地准备书，对仪器实验室场地条件，如水，电，气等配套设施提出建议。收到该准备书后，请按要求做好准备，如有问题请速与我公司联系。联系电话：800-8203278（安捷伦科技化学分析仪器用户服务中心，免费电话）。仪器到达现场并按场地准备要求作好准备后，请速通知我公司安排安装日期，并将安装申请表回执传真或寄回我公司。在收到您的安装申请后，我们的工程师会到现场，在现场开箱、验货、安装调试仪器，并提供现场仪器操作和维护培训。
3. 从安装调试完毕之日开始，向您提供 2 年的整机保修期，保修期内维修免费，相关软件免费升级；保修期以安装调试签收或者到货后 45 天开始之日起计算。过保修期后提供终身维修，并以优惠价格提供维修所需配件，工程师安装调试的同时，我们将向您提供关于仪器操作的现场培训，名额不限。
4. 根据谈判文件要求，在收到您的培训申请后，我们将免费提供 4 人次/5 天/1 套的仪器理论和操作培训。地点在安捷伦的上海培训中心，培训内容涉及仪器原理、化学工作站软件操作、实际操作实验、仪器维护和保养。在通过考试后，我们将向受训学员颁发安捷伦的培训证书。
5. 在上海设有客户服务中心，您对于仪器使用的问题可以拨打免费电话 800-8203278（安捷伦科技化学分析仪器用户服务中心，免费电话）；您所有的问题均会记录在安捷伦客户服务电脑系统中，作为仪器的“病例卡”，便于仪器的维护工作判断和开展。
6. 客户服务中心有资深工程师帮助您解决仪器样品分析和应用方面的问题；同时还有资深工程师帮助您进行仪器硬件故障判断和日常维护指导，在线 24 小时快速响应您的问题，收到报修要求后 2 小时内响应、专业工程师 72 小时内到场维护，如有特殊情况不能到场，需征求用户同意。安捷伦会采用 400 电话免费咨询和应用工程师对接联系的方法尽量帮助买方建立所需实验方法，与买方共同探讨使用过程中遇到的技术问题，及回答买方在仪器日常维护中所可能发生各种疑难咨询，回访答疑免费且次数不限。同时我方会经常向用户免费提供仪器的最新应用技术信息，包括新仪器的推出，功能的更新。定期邀请用户参加仪器专业讲座。
7. 如您有任何有关我们仪器的安装调试、培训、咨询、维修以及咨询和采购和仪器有关的任何易耗品等方面需要，请致电 8008203278 获取我们的快速售后服务和响应。

附件三：卖方承诺

卖方承诺本合同报价包含该对应招标文件中（项目招标编号：1825-264A20260626）所有要求包含的费用。满足招标文件报价要求中的要求，如果产生超出该项目预算之外的费用，则该部分费用将由我司全部承担。

卖方：上海协通集团国际贸易有限公司

