委 托 代 理 进 口 协 议

合同编号：26CERNET/SHC28140SH
采购编号：202500324

甲方（委托方）：上海交通大学医学院
乙方（受托方）：赛尔网络有限公司

甲方根据《教育部•上海市人民政府关于上海交通大学与上海第二医科大学合并的原则意见》（沪府函【2005】30 号），以上海交通大学名义从事进口科教用品相关活动。

甲、乙双方经友好协商，甲方委托乙方作为进口科教用品项目的外贸代理，乙方同意接受甲方委托，代理甲方对外签订和执行进口科教用品项目合同。

双方根据《中华人民共和国民法典》、《中华人民共和国对外贸易法》等法律法规，达成以下协议。

一、甲方委托乙方向供货商 PATTERN GROUP LIMITED 代理进口下列科教用品货物：

序号	设备名称 品牌 （型号）	原产地	数量	单价	总价
1	激光片层扫描显微镜 品牌：ZEISS 型号：Lightsheet 7	德国	1	CNY4,080,000.00	CNY4,080,000.00
合计：DPU 上海项目现场					CNY4,080,000.00

乙方与供货商签订合同的付款方式：80%即期信用证见单即付，20%验收合格后电汇支付。
交货期限：开立信用证后 90 天内。

二、甲方权利义务条款

1、甲方确认对所提供给乙方代理签订外贸进口合同的货物及价格的真实性符合国家现行采购相关政策法规。

2、外贸进口合同签订后，甲方的进口产品的验收、质量、售后服务等内容资料、谈判文件、谈判记录、技术协议及招投标文件，可作为外贸合同的附件，具有同等法律效力。

3、若甲方因故使合同不能履行或不能完全履行，应当及时书面通知乙方。

4、甲方验收货物时，如发现货损、货差等问题，甲方应提供有效证据，以便乙方协助甲方办理索赔手续，若乙方怠于履行协助义务，造成扩大的损失部分由乙方承担。

5、甲方有权督办乙方代理进度等，乙方应当予以配合。

三、乙方权利义务条款

1、在甲方书面授权委托范围内，乙方在收到甲方书面进口产品报价确认材料后，应在外贸代理服务框架协议规定的时间内与供货商完成外贸合同签订工作。若甲方需求变更，则乙方凭甲方书面确认与供货商签订变更进口合同。乙方提供的外贸合同正本，应符合甲方相应产品报价确认材料（招投标文件）中的内容及信息，若不一致，甲方有权不予认可，并要求乙方退还甲方预支付的款项。

2、乙方代为办理进口货物许可证，并协助甲方办理海关免税事宜；乙方根据外贸进口合同相关条款，负责开证、买汇、付汇、收单、审单，并将对外付款期限、到货情况等及时通知甲方，若因为乙方迟延通知造成的损失由乙方自行承担。

3、乙方按照进口货物属性，并经海关确认，正确归类进口商品的税则号；代为办理进口货物的报关、报检等事宜，代为办理运输、仓储或其他手续；乙方应在外贸代理服务框架协议

规定的时间内完成每一个环节；若有特殊情况，需得到甲方书面同意。

4、乙方与甲方指定或确定的供货商若未能及时签订进口合同的，或供货商延迟交货、或进口货物如发现质量，规格型号，数量与订货不符，或不符合国家出入境检验检疫等相关法规要求的，造成甲方损失需要对外索赔的，则乙方有义务履行甲方的委托，全权负责为甲方办理退关、返修、索赔、重新进关等相关事宜；由此产生的费用，由相关责任方支付。

5、在收到甲方不能履行或不能完全履行本协议的通知后 10 个工作日内，终止或变更乙方与供货商签订的合同。若未及时终止或变更，所造成的损失，由乙方承担。

6、乙方对于进口合同项目负有档案保管责任，进口合同项目档案材料保管期限以外贸代理服务框架协议内容为准。乙方对于进口合同项目负有保密责任，未经甲方书面同意，不得向任何其他方泄露关于进口合同的信息。

7、若乙方在委托代理过程中发生的工作失误或过错，造成甲方的损失，其损失由乙方承担。

8、未经甲方书面同意，乙方不得解除本委托代理协议。

四、费用结算方式

1、甲乙双方确认，进口设备的代理服务费为合同货值 0.18%。

2、甲方在本协议签订后，依据乙方付款通知，将 100%货款金额¥4,080,000.00 元汇入乙方指定账户。乙方收到上述全额货款后按（合同号 26CERNET/SHC28140SH）合同约定的对外付款方式开立信用证/付汇。

乙方银行信息：

开户银行：建设银行北京清华园支行

银行账号：11001079900056026108

在进口合同执行中发生的与进口货物有关的所有费用，包括代理费、银行手续费、报关、三检、仓储、运输、查验等，均由供货商承担。

3、甲方收到货物后，即组织实施开箱、安装、调试等工作；安装调试完毕后，乙方收到甲方结算通知后，开具结算发票，结清货款及按实所发生的相关费用，完成甲方与乙方的费用结算。

4、乙方按照外贸进口合同相关条款规定，待甲方进口货物正常运作一定时间后，乙方凭甲方开具的《仪器设备安装验收报告》后 30 日内与供货商结清并支付尾款，完成乙方与供货商的费用结算。

5、若乙方怠于履行本合同义务，未与供货商签订合同并且执行相关项目合同，经甲方书面催告后，5 个工作日内仍不履行，甲方有权解除本合同，并要求乙方退还甲方预付的所有款项，并赔偿甲方的全部损失。

五、双方其他约定的条款

1、本代理协议一式叁份，甲方执两份，乙方执一份，签字盖章后生效。

2、委托代理过程中发生纠纷，或本协议未尽事宜，由甲乙双方友好协商解决。如协商不成，任何一方均可依法向甲方所在地人民法院起诉。

3、本协议履行过程中，因一方违约造成另一方损失，违约方应赔偿守约方相应损失。

（以下无正文）

甲方：　上海交通大学医学院(盖章)	乙方：赛尔网络有限公司(盖章)
地址：　上海市羊夏路 1 号	地址：北京市海淀区中关村壹号 C2 座 11 层
授权代表：	授权代表：
签约日期：	签约地点：　上海

2026.11.26

正本

合 同
CONTRACT

合同编号 NO：26CERNET/SHC28140SH
采购编号（Req. No.）：202500324
日期 Date：2026-11-26
签约地 PLACE：Shanghai, China

买方： The Buyer: 地址： Address: 电话/TEL: 传真/FAX:	赛尔网络有限公司 CERNET CORPORATION 北京市海淀区中关村壹号 C2 座 11 层 International Trade Division C2, Zhongguancun NO. 1, Haidian District, Beijing 100094, P. R. China 021-62822051 021-62822052	卖方 The Seller: 地址： Address: 电话/TEL: 传真/FAX:	格局集團有限公司 PATTERN GROUP LIMITED 香港上環蘇杭街 91-97 號東利商業大廈 19 樓 B3 室 FLAT/RM B3, 19/F, TUNG LEE COMMERCIAL BUILDING, 91-97 JERVOIS STREET, SHEUNG WAN, HONG KONG 00852-29738322 00852-2115 9613

买方和卖方以下合称为“双方”，单称为“一方”。
The Buyer and the Seller are hereinafter referred to collectively as the “Parties”, and individually as a “Party”.
合同各方本着互惠互利的原则，经友好协商，由买方接受 上海交通大学（医学院） 的委托，依照下述条款和条件，特订立本合同。
The Parties, based on the principles of mutual benefit and through friendly negotiation, the Buyer acting as agent of the End-user Shanghai Jiao Tong University (School of Medicine) have entered into this Contract in accordance with the terms and conditions as hereinafter set forth.

产品信息(Items Information)：

(1) 货名及规格 COMMODITY AND SPECIFICATIONS	(2) 数量 Quantity	(3)单价 Unit Price	(4)总价 Total Amount
1. 中文品名：激光片层扫描显微镜 英文品名：Light Sheet Microscope 型号：Lightsheet 7 品牌：ZEISS 编号：招标编号 0811-264DSITC2780 的招投标文件为合同的一部分，卖方按招投标文件要求供货。	1	CNY4080000.00	CNY4080000.00
总 计：DPU 上海项目现场 CNY4080000.00 人民币肆佰零捌万元整 Total Value: DPU Shanghai Project Site, SAY CNY FOUR MILLION AND EIGHTY THOUSAND ONLY.			

(5) 生产国别和制造厂商 COUNTRY OF ORIGIN AND MANUFACTURERS: 德国/卡尔蔡司 Germany/CARL ZEISS MICROSCOPY GMBH

(6) 装运条款

A、装运口岸 Port of loading:德国或香港主要机场 Germany or Hong Kong Main Airport

B、目的口岸 Port of destination: 上海机场，中国 Shanghai Airport, China

C、交货期限 Time of delivery: 开立信用证后 90 天内 within 90 days from the date of issuance of the Letter of Credit

D、运输方式 Shipped by: 航空运输 BY AIR TRANSPORT。不允许分批装运 Partial Shipment not allowed 不允许转运 Transshipment not allowed.

E、装运通知 Advice of shipment: 货物全部装运后，卖方应立即将合同编号、商品名称、包装数量、重量尺寸、发票金额、船名和启运日期以传真/电邮方式告知买方。如单件货物的重量超过 9 公吨或宽度超过 3400 毫米，或两旁高度超过 2350 毫米，则卖方应将该件重量和尺码以传真/电邮方式及时告知买方。如由于卖方未及时将装运通知告知买方，以致货物未及时保险而发生的一切损失应由卖方承担。如货物系属危险品，卖方应将其性质及处理方法以传真/电邮方式告知买方。 Immediately the goods are completely loaded, the Seller shall notify the Buyer by fax/e-mail of the contract number, name of commodity, number of packages, weight and dimensions of goods, invoiced value, name of the carrying vessel and the date of delivery. If any package is above 9 metric tons in weight, or over 3400 mm in width, or over 2350 mm on both sides in height, the Seller shall notify the Buyer immediately by fax/e-mail. If not, any and all consequent losses shall be borne by the Seller. In the case of dangerous goods, the Seller shall notify the Buyer by fax/e-mail of their nature and the method of handling them.

(7) 付款 Terms of Payment:

A、买方开立以卖方为受益人，金额为合同金额的 80%的不可撤销即期信用证，凭合同第（8）条所列单据议付。
The Buyer shall issue an Irrevocable Letter of Credit at sight in favor of the Seller for an amount equivalent to 80% of the total Contract value paid against all documents stipulated in the clause （8） of the contract.
B、买方收到上海交通大学医学院资产管理部门结算通知后，7 个工作日内确定货物人民币总值，开具人民币结算发票。在合同货物安装验收合格后，凭上海交通大学医学院资产管理部门签字盖章的验收通过报告，在验收后 30 天内将合同金额的 20%以电汇方式支付给卖方。
After receiving the settlement notice from the Assets Management Department of Shanghai Jiao Tong University School of Medicine, the buyer shall determine the total value of the goods within 7 working days and issue a CNY settlement invoice. Within 30 days after Installation and inspection of the goods under this Contract, the Buyer shall pay the 20% of the total Contract value to the Seller by T/T against the Acceptance Report signed and stamped by the assets management department of Shanghai Jiao Tong University School of Medicine.

(8) 单据：DOCUMENT

A. 正本空运单一份，注明 运费已付，收货人为：赛尔网络有限公司，通知人为：段梦珂 电话：0086-21-62822051、传真：0086-21-62822052。One original Airway Bill showing ‘Freight Prepaid’ and consigned to ‘CERNET CORPORATION, ATTN:Ms. Duan, Tel: 0086-21-62822051, Fax: 0086-21-62822052’.
B. 金额为合同总价值的百分之壹佰（100 %），并标明合同号、运输标记、合同总价、实际应付款及设备名称的商业发票正本二（2）份，及复印件二(2)份. Commercial Invoice for One Hundred percent（100 %）of the Total Contract value in two (2) originals and two (2) copies, indicating the Contract No. Shipping Mark, Total Contract value, the amount of payment due and Name of the

Contract Equipment.
C. 装箱单正本二份，注明毛重，尺码和所装货物每项的品名数量. Packing list in two originals with indication of gross weight, measurements and quantity of each item packed.
D. 全套（包括 1 份正本和 1 份复印件）保险单或保险证明书，按装运总值 110%投保战争险和一切险，包括 TPND，破碎，渗漏险，并注明货物到达后倘发现残损情况，须向到货口岸之中国海关申请检验。保险最终目的地：上海项目现场。Full Set (included 1 original and 1 copy) of Insurance Policy or Certificate for Covering 110% of the total shipping GOODS value against war risk and all risks, including TPND. Breakage and Leakage, and indicating 'In the event of loss or damage, request for survey upon arrival of the cargo at the port of destination be made to China Customs of the port.' Insurance Final Destination: Shanghai Project Site.
E. 由制造厂商/卖方签发的质量和数量证明书各两份（包括 1 份正本和 1 份复印件）. Certificate of Quality AND Quantity, each in 1 original and 1 copy issued and signed by the Manufacturer or by Seller.
F. 产地证由制造厂商/卖方出具并盖章，1 份正本和 1 份复印件 Certificate of origin in 1 original and 1 copy signed and provided by the Manufacturer or by Seller.
G. 按照本合同规定的货物装运后 24 小时内发给买方装运通知传真或者邮件通知副本一份. A copy of the fax/email of shipping advice sent to the Buyer within 24 hours after the shipment made as specified in the Contract.
H. 木质熏蒸证明或卖方出具的非针叶木质包装证明或 CICL 出具的非针叶木质包装证明，1 份正本和 1 份复印件. Certificate of Fumigation for Wooden Materials, or Certificate of Non-Coniferous Wood Packing Material issued by SELLER or Certificate of Non-Coniferous Wood Packing Material in 1 original and 1 copy issued by China Inspection Company Limited.

(9) **保险：Insurance:**
由卖方办理，注明战争险和一切险。投保金额为装运总额的 110%。保险最终目的地：上海项目现场。To be covered by the Seller, covering war risk and all risks, covered 110% of shipping value. Insurance Final Destination: Shanghai Project Site.

(10) **包装 Packing: standard export packing**
标准出口包装 In standard export packing.
标准出口包装。适合长途运输，防湿、防潮、防震、防锈，耐粗暴搬运。由于包装不良所发生的损失，由于采用不充分或不妥善的防护措施而造成的任何锈损，卖方应负担由此而产生的一切费用和/或损失。 In standard export packing, suitable for long distance ocean 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 protective measures taken by the sellers, and in such case or cases any and all loses and/or expenses incurred in consequence thereof shall be borne by the Sellers. 若货物采用木质包装（包括使用木托盘），则卖方须依据国际植物保护公约（IPPC）公布的国际贸易中木质包装材料管理准则（ISPM15）对木质包装实施除害处理并由 IPPC 授权的机构在每件木质包装外加印上 IPPC 标识。若中国海关发现木质包装外没有 IPPC 标识、或 IPPC 标识不符合要求、或木质包装的除害处理未达到标准，则卖方应承担货物被销毁或退运的法律责任，同时卖方应承担买方因此遭受的全部损失（包括但不限于买方已向卖方支付的货款、运费、商检费、违约赔偿金等）。Wood Packaging Material: Should wood packages (including wood pallets) are used , the Sellers shall implement pest-removing treatment and display IPPC identity mark on each wood packages by IPPC (International Plant Protection Convention) approved institutes, in accordance with Guidelines of Regulating Wood Packaging Materials in International Trade （ISPM15) issued by IPPC. Should wood packages are found by China Customs without IPPC identity marks, with IPPC identity mark not meeting the standard, with pest-removing treatment not conforming to the criteria, the Sellers shall take the legal responsibilities for disposal of or sending back the goods , and shall refund the Buyers for all losses incurred (including but not restricted to, the amount the Buyers has paid to the Sellers, freight, inspection charges, and compensations, etc.)

(11) **唛头 Shipping Mark:**
卖方应在每件包装上，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，并刷有右边所示的唛头： 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 shipping mark indicated on the right of this paragraph shall be stenciled legibly in fadeless paint:

26CERNET/SHC28140SH

SHANGHAI, CHINA

(12) **技术资料 TECHNICAL DOCUMENTS:**
卖方必须随机交付给买方一套技术文件，包括备件目录和安装、操作和维修说明书。
The Seller shall supply to the Buyer one set of technical documents with the goods including spare parts catalogue and Installation, operation, service and repair instruction manuals.

(13) **质量保证 GUARANTEE OF QUALITY:**
卖方保证所订货物系用最上等的材料和头等工艺制成，全新且未曾使用过，并完全符合本合同规定的质量、规格和性能。卖方必须保证本合同订货在正确安装、正常使用和维修的情况下，自上海交通大学医学院资产管理部门签署并盖章的验收报告之日起 36 个月内运转良好。
The Seller 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 Seller shall also guarantee that the goods when correctly mounted and properly operated and maintained, will give satisfactory performance for a period of 36 months starting from the date on which the acceptance report signed and stamped by the assets management department of Shanghai Jiao Tong University School of Medicine.

(14) **检验和索赔 INSPECTION AND CLAIMS:**
在交货以前，制造厂应就订货的质量、规格、性能、数量/重量做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。该证明书在议付/托收货款前提下，应作为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。制造厂应将记载试验细节和结果的书面报告附在质量证明书内。The manufacturers shall before making delivery, make a precise and comprehensive inspection of the goods as regards their quality, specifications, performance and quantity/weight, and issue certificates certifying that the goods are in conformity with the stipulations of this Contract. The certificates shall form an integral part of the documents to the presented to the paying bank for negotiation/collection of payment but shall not be considered as final in respect of quality, specifications, performance and quantity/weight. Particulars and results of the test carried out by the manufacturers must be shown in a statement to be attached to the said Quality Certificate.

货物到达到货口岸后，买方可申请到货口岸的中国海关就货物的质量、规格和数量/重量进行初步检验，如发现到货的规格或数量/重量与合同不符，除应由保险公司或承运公司负责外，买方于货物在到货口岸卸货后 180 天内凭中国海关出具之检验证书有权拒收货物或向卖方索赔。After arrival of the goods at the port of destination, the Buyer can apply to China Customs for a preliminary inspection of the goods in respect of their quality, specifications and quantity/weight. If any discrepancies are found by China Customs regarding the specifications or the quantity/weight or both, except those for which either the insurance company or the shipping company is responsible, the Buyer shall, within 180 days after discharge of the goods at the port of destination, have the right either to reject the goods or to claim against the Seller on the strength of the inspection certificate issued by China Customs.

在本合同第 13 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，买方应向中国海关或法律法规规定的检验机构申请检验，并有权限据检验证书向卖方索赔。Within the guarantee period stipulated in Clause 13 hereof should the quality and/or the specifications of 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 Buyer shall arrange for an inspection to be carried out by China Customs or other legal inspection institution and have the right to claim against the Seller on the strength of the inspection certificate issued by China Customs or other legal inspection institution.

若卖方收到买方索赔通知后，在三十天内不答复，应视为卖方同意买方提出的一切索赔。Any and all claims shall be regarded as accepted if the Seller fail to reply within 30 days after receipt of the Buyer' claim.

(15) **索赔解决办法 SETTLEMENT OF CLAIMS:**

如经买方确认货物不符合本合同约定，同时买方按照本合同第 13 条和第 14 条的规定在索赔期限或质量保证期限内提出索赔.买方有权选择下列方式之一要求卖方进行赔偿:

In case that discrepancies of the goods are found by the Buyer, the Seller are liable for the discrepancies and a claim is lodged by the Buyer within the time limit of inspection and quality guarantee period stipulated in Article 13 and 14 of this Contract, the Seller shall settle the claim upon the agreement of the Buyer in one or combination of the following ways.

A、同意买方退货，并将退货金额以成交原币偿还买方，并承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它必要费用。Agree to the rejection of the goods and refund to the Buyer 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 accrued, 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、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。 Devaluate the goods according to the degree of inferiority, extent of damage and amount of losses suffered by the Buyer。

C、调换有瑕疵的货物，所换货物必须是全新并符合本合同规定的规格、质量和性能。并由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。对换货的质量，卖方仍应按本合同第 13 条的规定保证 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 Buyer. The Seller shall, at the same time, guarantee the quality of the replacement goods for a further period as specified in Clause 13 of this Contract.

若中国海关或法律法规规定的检验机构根据《中华人民共和国进出口商品检验法》、《中华人民共和国进出口商品检验法实施条例》及其相关规定对进口产品的检验结果为不合格而应对产品进行退运或销毁时，卖方应当在收到产品不合格的检验通知之日起 15 日内按下列方式进行操作：i）将买方已支付的货款、运输费、保险费、商检费、通关费返还给买方，并承担因此给买方造成的其他直接损失。或 ii）按买方的书面指示或经买方的书面同意，在 15 日内将与不合格部分的货物相同品名、规格、数量的合格替代品运至买方，并承担因此增加的全部费用（包括但不限于运输费、保险费、通关费、商检费）。除上述检验机构明确规定销毁或退运的，卖方可就不合格货物的处理方式（退运或销毁）在收到检验结果通知之日起十五日内通知买方，若超过此期限未予以书面通知的，买方有权销毁该不合格产品，因销毁或退运所增加的费用全部由卖方承担。In case China Customs or other legal inspection institution, in accord with LAW OF THE PEOPLE' S REPUBLIC OF CHINA ON IMPORT AND EXPORT COM-MODITY INSPECTION, REGULATIONS FOR THE IMPLEMENTATION OF THE LAW OF THE PEOPLE' S REPUBLIC OF CHINA ON IMPORT AND EXPORT COM-MODITY INSPECTION and relevant stipulations, make the conclusion of disqualification of the goods and require the seller to return or destroy the goods, the seller should dealing it with as following ways within _15_ days after receipt of the notice of disqualification: a) Refund to the buyer the value of the goods, freight, insurance premium, inspection charges and the charge of clear the custom and bear all direct losses and expenses in connection. Or b) According to the written indication of the buyer or the agreement of the buyer, replace the defective goods with new one which conform to the name, specifications, quality and quantity as stipulated in the contract, and bear all additional expenses.(including but not limited in: freight, insurance premium, inspection charges and the charge of clear the custom.) within _15_ days. Except for the goods having been stipulated definitely to return or destroy, the seller should inform the buyer the way of dealing with the goods (return or destroy) within 15 days after receipt of the disqualification certificate. In case the seller have not informed the buyer within 15 days, the buyer have the right to destroy the defective goods, and the seller should bear all the expenses incurred to.

(16) **不可抗力 FORCE MAJEURE:**

由于不可抗力，导致卖方交货迟延或不能交货时，责任不在卖方。但卖方应立即将不可抗力事件通知买方，并于合理期限内提供相关证明或说明，并取得买方认可。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。如果事件持续超过十个星期，买方有权撤销本合同。 The Seller shall not be held responsible for any delay in delivery or non-delivery of the goods due to Force Majeure. The seller shall advise the buyer immediately of such Force Majeure event, and provide documentary evidence or explanation within a reasonable time frame, for the buyer' s acceptance. 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 event lasts for more than ten weeks, the buyer shall have the right to cancel this Contract.

(17) **延迟交货和罚款 LATE DELIVERY AND PENALTY:**

如延迟交货除不可抗力外，卖方应付给买方每一星期按迟交货物总值的 0.5%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%（此项罚款额以迟交货物人民币结算发票金额为基准），在议付货款时由银行代为扣除，或由买方在付款时

进行结算。如延迟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，不得推诿或延迟。 In case of delayed delivery, except for force majeure cases, the Seller shall pay to the Buyer for every week of delay a penalty amounting to 0.5% of the total value(based on total amount of CNY settlement invoice) 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(based on total amount of CNY settlement invoice) of the goods involved in late delivery and is to be deducted from the amount due to the Seller by the paying bank at the time of negotiation, or by the Buyer direct at the time of payment. In case the period of delay exceeds 10 weeks after the stipulated delivery date the Buyer have the right to terminate this Contract but the Seller shall not thereby be exempted from the payment of penalty.

(18) **适用法律及诉讼 GOVERNING LAW & LITIGATION**

法律适用：本合同适用中华人民共和国（不包括香港特别行政区、澳门特别行政区和台湾地区）法律

GOVERNING LAW: The contract shall be governed by the laws of the People's Republic of China (except Hong Kong, Macao and Taiwan)

凡有关履行本合同所发生的或与本合同有关一切争议应首先通过友好协商的方式解决，如协商不能解决，则双方约定，任何一方有权向买方主要营业所在地有管辖权的人民法院提起诉讼。 All disputes arising out or related to this contract should be firstly resolved through friendly negotiation, if the dispute can not be resolved through negotiation, all parties agreed, any party shall have the right to settle in the courts where the main business address of buyer is located.

(19) **变更和转让 CHANGE & ASSIGNMENT:**

合同各方关于合同的任何修改或备忘录必须经各方授权代表签字。 Any change to this Contract shall be made by amendment or memorandum signed by Authorized Representatives of each party.事先未经另一方书面同意，任何一方均不可转让本合同或本合同中的部分权利和义务。 Neither party shall assign the rights and obligations of this Contract or parts of this Contract without the prior written consent of the other party.

(20) **出口管制 EXPORT CONTROL**

如果合同货物存在出口管制，卖方确认事先均知悉并承诺可以在交货前获得出口许可。如需要，买方和最终用户可出具最终用途说明给卖方。

The Seller acknowledge that even if the goods under this Contract are subject to export control, the Seller shall be aware of such export control and assures to obtain export license before time of delivery . If necessary, the Buyer and the End-user will issue statement of end-use to the Seller.

如果卖方未能在交货期限内获得出口许可，买方向卖方发出书面催告 30 天后有权终止合同而无需向卖方承担任何责任，同时买方有权保留向卖方主张赔偿的权利。

If the Seller fails to obtain the export license within time of delivery , the Buyer may terminate the Contract 30 days after issuing notice in writing to the Seller,without incurring any liability towards the Seller. Furthermore, the Buyer may keep the right to ask for indemnification from the Seller.

(21) **附加条款 Additional Clause:**

以上条款如与附加条款有抵触时，以附加条款为准:If any of the above-mentioned Clauses is inconsistent with the following Additional Clause(s), the latter to be taken as authentic.

卖方负责将合同设备运至最终用户指定的设备安装的机房，并承担相关一切费用。

The seller is responsible for delivering the Contract equipments to the end-user ' s installation generator room and bear all expense.

最终用户的谈判文件、谈判记录、技术协议、招投标文件及质量、售后服务等内容资料，作为本合同的组成部分，具有同等法律效力。 The End-user' s documents and records of negotiation, technical protocol, bidding documents and documents of quality and after-sales service are the integral part of the Contract and shall have the same legal effect as the Contract.

(22) **国际商务术语 International Commercial Term:**

除非合同中另有规定,合同条款应按照国际商会提供的《国际贸易术语解释通则》最新版本予以解释。

Unless otherwise stipulated in this contract, the terms and conditions of this contract shall be interpreted in accordance with the "ICC Official Rules for the Interpretation of Trade Terms" (INCOTERMS latest version) provided by International Chamber of Commerce.

(23) **合同语言 LANGUAGE:**

本合同以中文和英文两种语言书写，以中文为准。 This Contract is executed in Chinese and English versions, In case of discrepancy, the Chinese version shall prevail.

(24) **合同生效和效力 EFFECTIVENESS AND VALIDITY:**

本合同自各方授权代表签字并盖章之日起生效。 This Contract comes into force after signature by authorized representatives and stamping the company seal of each party. 合同双/各方全部履行完各自合同义务以及彼此间在本合同项下的所有债权和债务清偿完毕后，本合同即行终止。 This Contract shall remain valid until the Parties have fulfilled all their obligations and all credits and debts under the Contract between them have been finally settled. 本合同正本一式五份，买方执三份为证，卖方执两份为证。This Contract is made in five originals, the buyer shall retain three as evidence, the seller shall retain two as evidence.

买　　方：　赛尔网络有限公司　　卖　　方：　格局集团有限公司

THE BUYER: CERNET CORPORATION
签字/盖章:
SIGNATURE/STAMP

THE SELLER: PATTERN GROUP LIMITED
签字/盖章:
SIGNATURE/STAMP

THE ATTACHMENT TO THE CONTRACT NO. 26CERNET/SHC28140SH

Product EN	Product CN	Qty
Main module double-sided illumination	双侧照明主机系统	1
Lightsheet Detection optics 20x/1.0	成像物镜 水介质 20x	1
Lightsheet Detection Clr 5x/0.16	成像物镜 水介质及透明化 5x	1
Lightsheet Objective Clr 20x/1.0	成像物镜 透明化 20x	1
Illumination optics 5x/0.1	照明物镜 5x/0.1 foc	2
Illumination optics 10x/0.2	照明物镜 10x/0.2 foc	2
Starterkit sample chamber+sample holder Sample chamber set f/clearing 20x Sample chamber set f/large samples Sample holder set f/large samples	样品仓组件	1
Laser 405nm 20mW	20mW 405nm 固体激光器	1
Laser 488nm 50mW	50mW 488nm 固体激光器	1
Laser 561nm 50mW	50mW 561nm 固体激光器	1
Laser 638nm 75mW	75mW 638nm 固体激光器	1
Laser Rack Lightsheet	Lightsheet 激光柜	1
LBF 405/488/561/638	多色分光镜	1
Filter slider for laser blocking filter	分光镜滑片	1
Reflector turret 6x f/Lightsheet	6 位反射光转换模块	1
Detection module pco edge 4.2	相机检测模块	1
BP 420-470 + BP 505-545 BP 505-545 + BP 575-615 BP 505-545 + LP 585 BP 505-545 + LP 660 BP 575-615 + LP 660	检测模块滤光镜	1
Workstation Premium ZEISS W10 LS7 Processor Intel Xeon W5-3425（12 核，3.2GHz） Graphic Card NVIDIA Quadro A4000 16GB Memory 128 GB (4x32) DDR5-4800 SSD:2TB SATA:24TB Monitor TFT 32″ HP Z32	图像采集及终端控制工作站	1
SW ZEN 3.12 DLic SW ZEN Toolkit Adv Acquisition 3.12 DLic SW ZEN Driver PCO Camera DLic SW arivis Pro APAC Special 3D ACA DLic SW arivis Pro Module Vol Fusion ACA DLic	在线图像采集软件	1
SW ZEN 3.12 desk DLic SW ZEN Toolkit 3D DLic SW ZEN Module LS7 Processing DLic	离线图像分析软件	1
图像分析及终端控制工作站（国内采购）		1