

委托代理进口协议书

委任方：（甲方）：上海应用技术大学
代理方：（乙方）：建发（上海）有限公司

合同号： VISHYHD25439YJ
日期： 2025.10.28

一、委托代理进口的货物：

(1)货名及规格 Commodity & Specifications	(2)数量 Quantity	(3)单价 Unit Price	(4)金额 Amount
超高效聚合物色谱分析系统 1套			
多角度激光光散射仪 英文品名：multi angle light scattering instrument 型号：DAWN	1 台	CNY1,300,000.00	CNY1,300,000.00
高效液相色谱仪 英文品名：Waters HPLC system 型号：Arc HPLC	1 台	CNY465,000.00	CNY465,000.00
TOTAL：人民币壹佰柒拾陆万伍仟元整			CNY1,765,000.00

二、双方分工和职责：

委托方（甲方）：

- 1、选择供应商,确认商品价格、数量、装运、保险、付款方式以及产品安装调试和售后服务等进口合同主要条款,与供货商签订技术协议，并对供应商的资信负责。
- 2、向乙方提供拟进口器材的“技术协议”，甲方已确认 VISHYH25439YJ 号合同及附件内容。
- 3、向海关申办进口器材的减免税手续（乙方协助办理）。
- 4、及时向乙方支付货款、有关费用和代理手续费。
- 5、负责进口器材验收。（若合同留有款项是货到验收合格后支付的，需向乙方提供验收报告，以便乙方对外付款。）

代理方（乙方）：

- 1、接受甲方的委托，严格按照甲方提供的“技术协议”对外签约。如因特殊情况需要对规格、型号、配置等进行变更，应及时与甲方联系，由甲方征求用户的意见并最终确认后方可更改。
- 2、免税批文领取后七个工作日内，代甲方办理“机电产品进口登记表”。
- 3、货物到达目的港后及时办理进口报关、报检等手续。
- 4、乙方必须将代理进口器材各个阶段的进展情况及时反馈给甲方。若供货商有任何违约行为，如到货时间、质量、数量与合同规定不符等，代理方负责对外索赔，尽力减少损失。
- 5、负责办理维修件的出关进关等手续，费用由甲方承担。
- 6、由于乙方原因造成本协议的违约而产生的损失，乙方应承担相应的经济及法律责任。
- 7、因甲方原因致使合同不能履行、不能完全履行或迟延履行，乙方有权解除本代理合同，甲方应承担由此产生的相关费用和后果。

三、财务结算方式：

- 1、甲方在协议签订后七个工作日内，凭乙方提供的委托代理全额发票将本协议项下的货款总价人民币 1,765,000.00 元（包括进口环节手续费、银行费、报关费等相关一切费用）预先支付至乙方。甲方付款总金额不超过人民币 1,765,000.00 元，超出部分由供应商承担，无需甲方支付。在未收到甲方上述全额货款前,乙方有权不对外签约、开证或付汇。

2、乙方账号信息：

开户银行：中国银行上海市浦东大道支行
银行账户：454659215400

- 3、若因国家政策税率调整包括但不限于海关审价需补交有关税费，则无论报关前后，甲方应在海关发出通知后三日内将补交税费付至乙方帐户，若甲方迟延支付，则乙方有权在代缴后向其追索有关税费及违约金。

四、争议解决方式：

委托代理过程中发生纠纷，由双方协商解决，协商未果的，由签约地法院管辖。

委托方确认其送达地址及方式如下：联系人：柳老师；电话： 021-60873572 ；送达地址：上海市奉贤区海泉路 100 号。

本协议一式伍份，自双方代表盖章之日起生效，甲执叁份、乙执贰份。如有未尽事宜须补充或修改的，应以书面提出并经双方盖章有效。

甲方：上海应用技术大学
年 月 日

乙方：建发（上海）有限公司
年 月 日



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
建发国际大厦 12 楼
电话：021-61635197
传真：021-61635148

进口合同
IMPORT CONTRACT

ADD: 12/F. Jian Fa Internal Plaza,
No.288 Yang Shu Pu Rd, Yang Pu
District Shanghai, China
Tel: 021-61635197 Fax: 021-61635148

最终用户：上海应用技术大学

The Ender User: Shanghai Institute of Technology

买方作为上海应用技术大学的进口代理人

The Buyer as the Import Agent of Shanghai Institute of Technology

未经买方书面确认或授权邮件确认，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 the goods or perform any part of the obligations under this Contract to any third parties without a prior written confirmation or authorized email confirmation from the Buyer.

卖方：上海堃弋国际贸易有限公司

The Seller: SHANGHAI KUNYI INTERNATIONAL TRADE CO., LTD

Address: Room 368, Part 302, NO.211 Futebei Road, Pilot Free Trade Zone Shanghai
China. Postal code: 200131

合同邮寄地址：上海市闵行区七宝中春路8633弄27幢237室

收件人/电话：李颖 13916762949

合同号: VISHYH25439YJ

日期: 2025.10.27

地点: 上海浦东新区

兹经买卖双方同意成交下列商品, 订立条款如下:

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

编号 Item No.	(1) 货名及规格 Commodity & Specifications	(2) 数量 Quantity	(3) 单价 Unit Price	(4) 金额 Amount
超高效聚合物色谱分析系统 1 套				
1	多角度激光光散射仪 英文品名: multi angle light scattering instrument 型号: DAWN 品牌: Waters	1 SET	CNY1,300,000.00	CNY1,300,000.00
2	高效液相色谱仪 英文品名: Waters HPLC system 型号: Arc HPLC 品牌: Waters	1 SET	CNY465,000.00	CNY465,000.00
TOTAL: DPU 上海应用技术大学指定地点, 中国. (Incoterms 2020) DPU Designated Place by Shanghai Institute of Technology, China. (Incoterms 2020)				CNY1,765,000.00

(5) 生产国别和制造商: 编号 1: 美国/Waters; 编号 2: 新加坡/Waters

Country of Origin and Manufacturers: Item No.1: USA/Waters; Item No.2: SINGAPORE/Waters

(6) 装运条款

Terms of Shipment

--装运期限: 合同签订后 90 天内并收到买方的发货通知。

--Time of Shipment: Within 90 days after signing the contract and getting the shipping advice from buyer.

--装运口岸: 上海外高桥保税区。

--Port of Shipment: SHANGHAI WAI GAO QIAO FTZ, CHINA.

--到货口岸: 上海, 中国。

--Port of Destination: SHANGHAI, CHINA.

--装运方式: 陆运

--Terms of shipment: By Land

--不允许分批

--Partial Shipment Not Allowed;

--不允许转运

--Transshipment is 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:

VISHYH25439YJ

SHANGHAI CHINA

(8) 包装:

标准出口包装, 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:

Standard export packing. The Seller 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 Seller.

(9) 付款条件/Terms of Payment:

100%即期L/C, 90%见单 (按照合同第12条单据) 即付, 余10%见最终用户和买方签字盖章的验收合格报告支付。

By 100% Irrevocable L/C at sight. The amount 90% of the total contract value shall be paid against the presentation of the document as specified in Clause 12 of this Contract. The remaining amount 10% of the total contract value shall be paid at sight against Final Quality Acceptance Certificate signed and stamped by the End User and Buyer.

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100%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 100% 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.

受益人收款银行信息:

收款人账号: 70070122000526414

收款人开户行: BANK OF NINGBO SHANGHAI BRANCH PUDONG SUB-BRANCH

收款行Swift Code: BKNBCN2NXXX

收款行地址: NO.1967, South Pu Dong Road, Pu Dong New Area, Shanghai China 200120

(10) 延迟交货和罚款

如果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 Seller shall pay to the Buyer 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 Seller 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.

一般交易条款

GENERAL TERMS AND CONDITIONS

(11) 保险:

由卖方按发票金额110%投保一切险及战争险。

Insurance:

To be covered by the Seller for 110% of the invoice value against/All Risks /War Risks

(12) 单据

1、由保税区出具的核注清单, 指定买方为收货人。

2、发票三份: 注明合同号和唛头。

3、装箱单三份: 注明发货重量。

4、由卖方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, 若在运输时发生问题, 由卖方向保险公司提出索赔。

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,或者无木质包装证明注明包装物的种类 Documents:

- 1、One original of bonded check list from the free trade zone warehouse, notify and consign to the buyer.
- 2、Three copies of invoice, indicating contract number and shipping mark
- 3、Three copies of Packing List, indicting shipping weight
- 4、One original of Certificate of Origin and Certificate of Quality and Quantity issued by seller
- 5、Policy or Certificate of Insurance at 110% of contract value issued by insurance company, including war and all other risk. If the cargo is damaged in the period of shipment, the Seller will claim against the insurance company.
- 6、Beneficiary's certificate certifying that each wood pallet has been marked with IPPC special purpose mark; or Declaration of no-wooden packing materials indicating all kinds of packing material.

(13)装运通知:

货物全部装运后, 卖方应在2天之内邮件发送买方一份副本核注清单、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 Seller shall send by email a copy of bonded check list from the free trade zone warehouse, invoice and packing list within 2 days. In case the goods are not insured in time owing to the Seller having failed to give timely advice, any consequent loss shall be borne by the Seller.

(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。货物的保证期应为货物验收合格之日起1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 Seller 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 Seller must install and test the goods and train the users and bear all the expenses. The guarantee period shall be 1 year counting from the date on which the goods are installed and debugged. test and accepted. And the seller shall upon request of the buyer repair completely or failing to do so replace the said equipment immediately.

(15)检验与索赔条款:

卖方需提供关于货物的品质、数量、重量的规格证明书, 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90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 Seller should provide the inspection certificates of quality/quantity/weight of the goods issued by the institution of inspect agreed upon both parties. The Buyer 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 Buyer shall, within 90 days after discharging of the goods at the Port of Destination, have the right to claim against the Seller. Any and all claims shall be regarded as accepted if the Seller fail to reply within 10 days after receipt of the Buyer's 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1年。

Settlement of claims:

In case the Seller are liable for the discrepancies and a claim is made by the Buyer within the period of claim or quality guarantee period as stipulated in clause 14 and 15 of the Contract, the Seller shall settle the claim upon the agreement of the Buyer in the following ways:

a. Agree to the rejection of the goods and refund to the Buyer 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 Buyer. The Seller shall, at the same time, guarantee the quality of the replacement and supplement goods for a further period of 1 year 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) 仲裁与合规:

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.

卖方承诺，其向买方提供的物项不直接或间接源于伊朗，朝鲜，古巴，叙利亚，克里米亚等保持禁运的任何其他国别，且物项在生产、开发、出口、再出口、境内转让等任何流转环节不受到业务所涉国别出口管制法律法规管辖或规制，或者卖方已根据适用的法律法规获得需要从相关监管部门取得的任何许可证、批准和授权。卖方同意遵守所有向买方提供物项适用的出口管制法律法规并对该等销售行为所引发的任何和所有违规活动负责。

The Seller warrants that the items provided to the Buyer are not directly or indirectly sourced from Iran, North Korea, Cuba, Syria, Crimea, or any other embargoed jurisdictions. Furthermore, the items are not subject to the export control laws and regulations of any relevant countries during their production, development, export, re-export, domestic transfer, or any other transactional processes — or the Seller has obtained all necessary licenses, approvals, and authorizations required by applicable laws and regulations from the relevant authorities. The Seller agrees to comply with all export control laws and regulations applicable to the items supplied to the Buyer and shall bear responsibility for any and all violations arising from such sales activities.

(19) 本进口合同一式五份，买方一份，卖方一份，最终用户三份，由买卖双方盖章后有效。

This Import Contract is made out in five copies, one copy to be held by the Buyer, one copy to be held by the Seller and three copies to be held by the end user. The Contract come into effective after being stamped by the Buyer and the Seller.

(20) 本合同用中英两种文字写成，两种文字解释发生冲突的，以中文文字为准。

This Contract is executed in both Chinese and English. In the event of any discrepancies between them, the Chinese version shall govern.

卖方：上海堃弋国际贸易有限公司

The Seller: SHANGHAI KUNYI INTERNATIONAL TRADE CO., LTD



买方：建发(上海)有限公司

The Buyer: C & D (SHANGHAI) CO., LTD.



ATTACHMENT

配置清单

CONTRACT NO.:VISHYH25439YJ

Item 1:

Item No.	Part Number	Material Description	Qty
1	WD3-016500	DAWN Amb, Fused Silica, 658nm, No QELS	1
2	900066	Connect Kit, Agil/Wat/Shim/Tosoh/BioRad	1
3	WOP1-65	Optilab, 658nm	1
4	900113	BSA Ampule, Lot Certified	3
5	900107	Instrument Installation Kit	1
6	725000561	ETHERNET SWITCH, 10/100/1000B-T 8 PORT	1
		网络交换机, 10/100/1000B-T, 8 端口	
7	CK2800	ASTRA 8	1
8	CK2803	ASTRA 8 Light Scattering Activation Key	1
9	CK2805	ASTRA 8 Particle Analysis Activation Key	1
10	CK2808	ASTRA 8 RI Activation Key	1
11	CK8120	HPLC CONNECT 4	1
12	741000534	Wyatt System Installation Cert.	1

Item 2:

Item No.	Part Number	Material Description	Qty
1	176017041	Arc HPLC Core System includes(含安装测试溶液):	1
		1 X 186003031 XBridge C18 3.5µm 4.6x50mm Column	
		XBridge C18 3.5µm 4.6x50mm 色谱柱	
		1 X 186017016 Arc HPLC QSM-R	
		四元溶剂管理器	
		1 X 186017017 Arc HPLC SM FTN-R with Temp Control	
		温控流通针式样品管理器	
		1 X 186000307C LCGC clr 12x32 scw slt-PTFE/Sil 2ml	
		LCGC 认证透明螺旋口 2ml 样品瓶及一体式预切割 PTFE/硅胶盖垫	
		3 X 205000505 KIT, LEAK SENSOR ASSEMBLY	
		漏液传感器组件	
		1 X 716006651 Arc HPLC Information Set	
		Arc HPLC 文档包	
		1 X 289008967 ASSY, BOTTLE TRAY, W/ ALIGNMENT	
		溶剂瓶托盘, 带位置校准	
		1 X 205002623 Kit, Arc HPLC System	
		Arc HPLC 系统附件包	
2	186186301	Arc HPLC 30cm Column Heater	1
		Arc HPLC 30cm 加热柱温箱	
3	200000476	Startup Kit, Arc HPLC Sys with CHC/CH	1
		Arc HPLC CHC/CH 启动包	
4	176248901	2489 UV/Visible Detector includes:	1
		2489 紫外/可见光学检测器 包括:	
		1 X 186248900 2489 UV/Visible Detector (blue)	
		2489 双通道紫外检测器(蓝色)	
5	200000477	Startup Kit, Arc HPLC Detector	1
		Arc HPLC 检测器启动包	
6	741000104	UPLC/HPLC System & Software Install Cert	
		系统和软件安装证书	

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