正本

合 同
CONTRACT

编号 NO：26DSF90BP10152HK
签约地 PLACE：Shanghai, China

买方：上海东松医疗科技股份有限公司
The Buyer: SHANGHAI DONGSONG HEALTHCARE & TECHNOLOGY CO.,LTD
上海市宁波路 1 号申华金融大厦 11 楼
11th Floor, Shenhua Finance Tower,
No. 1Ningbo Road, Shanghai, 200002, P.R. China
电话 TEL:021-63230480
传真 FAX:021-63290044

卖方 The Seller: HONGKONG BIOGENE BIOTECH CO.,LIMITED
UNIT D3, 11/F, LUK HOP INDUSTRIAL BUILDING, NO.8 LUK HOP STREET, SAN PO KONG, KOWLOON, HONG KONG
TEL:00852-53008243
FAX:00852-30771258

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 上海中医药大学 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 client/the End-user 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.	Microelectrode Recording System 微电极神经电生理记录系统 Digital Lynx SX	1SET	CNY1,798,600.00	CNY1,798,600.00
			Total Amount CIP SHANGHAI AIRPORT.....	CNY1,798,600.00
			In words: CNY One Million Seven Hundred Ninety-Eight Thousand Six Hundred.	

(5) 生产国别和制造厂商 COUNTRY OF ORIGIN AND MANUFACTURERS: USA, Neuralynx

(6) 装运条款

A、装运口岸 Port of loading: MAIN AIRPORT IN USA

B、目的口岸 Port of destination: SHANGHAI AIRPORT

C、装运期限 Time of delivery: 合同签订且免税完成后 90 天内。Within 90 days after the contract is signed and tax exemption is completed.

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、数量、毛重、发票金额、航班号和启运日期以传真/电邮方式告知买方。如单件货物的重量超过 9 公吨或阔度超过 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, quantity, gross weight, invoiced value, name of the flight no 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、买方凭供方提交的本合同第 8 条约定的单据，将合同金额 80%以电汇方式在货物到港后 20 天内支付给 HONGKONG BIOGENE BIOTECH CO.,LIMITED。
Within 20 days after the goods arrive at the port of destination, The Buyer shall pay the 80% of the total Contract value to HONGKONG BIOGENE BIOTECH CO.,LIMITED by T/T against the shipping documents in Clause 8 hereof.
B、在合同货物安装验收后，凭买方和最终用户签字盖章的验收通过报告，将合同金额的 20%以电汇方式支付给 HONGKONG BIOGENE BIOTECH CO.,LIMITED。
After Installation and inspection of the goods under this Contract, the Buyer shall pay the 20% of the total Contract value to HONGKONG BIOGENE BIOTECH CO.,LIMITED by T/T against the Acceptance Report signed and stamped by the End-user and the Buyer.

(8) 单据：DOCUMENT

A. 正本空运单，注明 运费已付，收货人为:上海东松医疗科技股份有限公司，通知人为:Zhu jiawei 电话：0086-21-63230480、传真：0086-21-63290044。Airway Bill showing 'Freight Prepaid' and consigned to 'SHANGHAI DONGSONG HEALTHCARE & TECHNOLOGY CO.,LTD. ATTN: Mr./Ms. Zhu jiawei , Tel: 0086-21-63230480, Fax: 0086-21-63290044.
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二 (2) 份，及复印件二(2)份. Commercial Invoice for One Hundred percent (100 %) of the Total Contract Price in two (2) originals and two (2) copies, indicating the Contract No. Shipping Mark, Total Contract Price, the amount of payment due and Name of the Contract Equipment.
C. 装箱单二份，注明毛重，尺码和所装货物每项的品名数量. Packing list in two copies with indication of gross weight, measurements and quantity of each item packed.
D. 保险单或保险证明书注明投保战争险和一切险，包括 TPND，破碎，渗漏险。无百分比限制，并注明货物到达后倘发现残损情况，须向到货口岸之国家出入境检验检疫局申请检验。Insurance Policy or Certificate covering war risk and all risks,

including TPND. Breakage and Leakage, irrespective of percentage 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 the China Commodity Inspection Bureau of the port.'

E. 由制造厂商或买方签发的质量和数量证明书及检验报告各两份. Certificate of Quality/Quantity and Testing Report, each in duplicate issued and signed by the Manufactureror seller.

F. 产地证由制造厂商或卖方出具并盖章 Certificate of origin signed and provided by the Manufacturer orseller

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副本一份. A copy of the fax 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. Certificate of Fumigation, Certificate of Non-Coniferous Wood Packing Material issued by SELLER or Certificate of Non-Coniferous Wood Packing Material issued by China Inspection Company Limited.

(9) 保险：Insurance：

由卖方办理，注明一切险和战争险。投保金额为装运总额的 110%。To be covered by the Seller, covering all risks and war risks, covered 110% of shipping value

(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。若中国出入境检验检疫机构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 Entry- Exit Inspection and Quarantine Bureau 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:

26DSF90BP10152HK

SHANGHAI, CHINA

(12) 技术资料 TECHNICAL DOCUMENTS：

每次发货时，卖方应将下述一整套英文技术资料与货物一起装箱，并交付买方： One complete set of the following technical documents written in English shall be packed and despatched together with each consignment： 1. 基础图 Foundation drawings 2. 布线说明，电气及/或气动及/或液压接线图 Wiring instructions, diagrams of electrical connections and / or hydraulic connections. 3. 易损零件制造图 Manufacturing drawing of easily worn parts 4. 零件目录 Spare parts catalogues 5. 本合同第 13 条规定的品质证明书 Certificate of quality as stipulated in item a of Clause 13 hereof 6. 安装、操作和维修说明书 Erection, operation, service and repair instruction books.

(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，自最终用户及买方签署验收报告之日起 60 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 60 months starting from the date on which the acceptance report signed and stamped by the End-user and the Buyer.

(14) 检验和索赔 INSPECTION AND CLAIMS：

在交货以前，制造厂或卖方应就订货的质量、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国家出入境检验检疫局（以下称检验检疫局）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 120 天内凭检验检疫局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 the China Entry-Exit Inspection and Quarantine Bureau (hereinafter called the Bureau) for a preliminary inspection of the goods in respect of their quality, specifications and quantity/weight. It any discrepancies are found by the Bureau 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 120 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 the Bureau.
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，买方应向检验检疫局申请检验，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 the Bureau and have the right to claim against the Seller on the strength of the inspection certificate issued by the Bureau.
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 条的决定保证 60 个月 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 of 60 months as specified in Clause 13 of this Contract.
若出入境检验检疫机构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 the Entry-Exit Inspection and Quarantine Bureau 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. Orb) 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。但卖方应立即将事故通知买方，并于事故发生后十四天内将事故发生地政府主管机关出具的事故证明书用空邮寄交买方为证，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。如果事故持续超过十个星期，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. However, the Seller shall advise the Buyer immediately of such occurrence and within fourteen days thereafter, shall send by airmail to the Buyer for their acceptance a certificate issued by the competent government authorities of the place 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 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%，在议付货款时由银行代为扣除，或由买方在付款时进行扣除。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 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 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) 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.

产品标签、标识、生产日期:Label 、Mark and Manufacture Date:

卖方提供的医疗产品必须贴有中文产品标签和包装标识，其内容需包括：产品名称、型号、规格，生产企业名称、地址，电源连接条件和输入功率等相关内容。

The medical equipments provided by the seller must be affixed by the products label and packing mark in Chinese, which shall include the following contents: name of commodity, model, specifications, name and address of the manufacturer, the connecting requirement of the power , the input power, and other relevant contents.

卖方保证所提供的医疗产品生产日期距安装日期不超过 12 个月。

The Seller also guarantee that the period between the manufactured date and the installation date of the equipment under this contract shall not exceed 12 months.

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，可作为外贸合同附件，具有同等法律效力。

The End-user' s documents which include documents and records of negotiation, technical protocol, bidding documents and documents of quality and after-sales service can be the attachments of the Contract and shall have the same legal force as the text of the Contract.

(21) 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.

(22) 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.

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

本合同自各方授权代表签字并加盖公章之日起生效。 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. 本合同正本一式两份，由双/各方各执一份为证。 This Contract is made in two original copies, one copy to be held by each party.

买　　方 上海东松医疗科技股份有限公司	卖　　方 HONG KONG BIOGENE BIOTECH
THE BUYER SHANGHAI DONGSONG HEALTHCARE & TECHNOLOGY CO.,LTD	THE SELLER CO.,LIMITED
签字/盖章	签字/盖章
SIGNATURE/STAMP	SIGNATURE/STAMP

产品配置清单

微电极记录系统		
DigitalLynx SX	DigitalLynx 4SX-M Base 数据采集处理器 主机 Digital Lynx 4SX-M is an isolated control interface that manages all processing of acquisition signals. This system is comprised of the control board, power supply, HP computer research, optical Ethernet connection and supports the multiplexing headstage.	1
DAS-128	DAS-128 数据采集分析软件 Cheetah Data Acquisition Software is the main user interface for the graphic display and control of your experiment. Easily interfaces with Neuralynx API for online spike sorting, Spike Sorting, experiment control, and quick analysis for verification (128-channel license).	1
31-0605-0110 （国内供货）	HP COMPUTER RESEARCH 工作站	1
SM-64-PTB	SM-64-PTB 模拟信号发生器 Signal Mouse Test Adapter for HS-32/64-mux-PTB...BNC Signal Generator Input with 1000:1 Signal Reduction	1
Minirator Kit	Minirator Kit 手持信号控制器 Minirator - hand held battery powered signal generator..>RCA-BNC Adapter	1
SLIP RING	ASSY PROD COMMUTATOR SATURN 2 SLIP RING 换向器	1
ASSY PROD	ASSY PROD TEST EQUIPMENT SM-64-PTB	1
NEX5-1N	NeuroExplorer version 5 数据分析软件 NeuroExplorer version 5	1