

合 同
CONTRACT

合同号(Contract No.): SHMI-ICO-2690880807

签订日期(Signed on): 2026.7.21

买方 The buyer: SHANGHAI EASTERN SCIEN-TECH MACHINERY IMPORT AND EXPORT LIMITED

东方科学仪器上海进出口有限公司

Add: 13-15/F., BUILDING 8,319 YUEYANG ROAD, SHANGHAI 200031 CHINA

上海市岳阳路 319 号 8 号楼 13-15 楼

Tel: +86-21-64318161 Fax: +86-21-64339683

卖方 The Seller: Hong Kong Taiyi Science and Technology Limited

香港坦意科技有限公司

Add: FLAT/RM 721, 7/F, LIVEN HOUSE, NO.61-63 KING YIP STREET KWUN TONG, KOWLOON HONGKONG

Tel: 00852-30522298 Fax: 00852-81209238

买方、最终用户、卖方（中标人）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 end user, the Seller, whereby the Buyer agrees 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	TOTAL
1	Microbial Cell Flow Cytometer Sorter Model: Bigfoot 微生物细胞流式分选仪 -DETAILS AS PER ATTACHMENT- REMARKS: 1. This contract is under the bidding and tendering document (No. 1639-264128040126). 本合同根据招标项目 (No. 1639-264128040126) 订立。 2. Shipping documents shall be sent to the Buyer via E-mail within 12 hours upon shipment. 装运文件应在发货后 12 个小时内以电邮方式提供给买方。	1	SET	CNY 3,412,800.00	CNY 3,412,800.00
TOTAL				CIP SHANGHAITECH UNIVERSITY	CNY 3,412,800.00
SAY: CIP SHANGHAITECH UNIVERSITY CNY 3,412,800.00 (SAY CNY THREE MILLION FOUR HUNDRED AND TWELVE THOUSAND AND EIGHT HUNDRED ONLY.)					

2. 生产国别和制造厂 (Country of Origin and Manufacturers): 美国/赛默飞 USA /Thermo Fisher

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"等字样和装运唛头: **SHMI-ICO-2690880807 /SHANGHAI P.R.CHINA**

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.

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:

SHMI-ICO-2690880807

SHANGHAI P.R.CHINA

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

5.交货日期(Date of delivery): 合同签订后 3 个月内。Within 3 months after contract signed

6.装运港口(Port of shipment): 美国主要机场。Major airports in the United States.

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

8.保险(Insurance): 由卖方负责投保一切险及战争险。由卖方负责投保以买方为受益人的金额为合同总值的 110%的一切险。To be covered by the Seller at all risk. Insurance shall be effected by the Seller with the Buyer as the beneficiary for 110% of the total contract value against All Risks and war risks.

9.付款条件(Payment): 90% L/C AT SIGHT+10% T/T

(1) DRAFT(S):90% OF CONTRACT VALUE PAYABLE AGAINST ORIGINAL SHIPPING DOCUMENTS

(2) DRAFT(S):10% OF CONTRACT VALUE WILL BE PAID BY T/T AGAINST FINAL ACCEPTANCE SIGNED AND SEALED BY THE BUYER AND THE END-USER.

90% 信用证+10%电汇

(1)90%: 收到正本装运单据后议付

(2)10%: 收到由买方及用户签字盖章的最终验收报告后电汇支付

卖方银行信息(The Seller's Bank Information):

收款人名称:Hong Kong Taiyi Science and Technology Limited

地址: FLAT/RM 721, 7/F, LIVEN HOUSE, NO.61-63 KING YIP STREET KWUN TONG, KOWLOON HONGKONG

收款人账号: 747311173838

收款人开户行: The Hongkong and Shanghai Banking Corporation Limited

收款行 Swift CODE:HSBCHKHHKHKH

收款行地址: Hong Kong Office HSBC Premier Centre, Level 5, No.1 Queen's Road,Central,HK

10.运输单据/Documents):

卖方向银行提交下列装运单据:

1). 由卖方出具的标明合同号和唛头的发票正本三份

2). 由卖方出具的装箱单三份, 标明包装的数量及每件包装的毛重、净重、尺寸

- 3). 由卖方出具的品质和数量证明书
- 4). 通知买方已装运的传真抄件一份
- 5). 以买方为收货人的全套空运单
- 6). 由卖方出具的原产地证明副本二份
- 7). 110%投保金发票正本一份副本一份
- 8). 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地位于木质包装材料上。

The Seller shall attach one set of following documents to the bank:

- 1). Invoice in 3 copies indicating Contract number and shipping mark by or the Seller.
- 2). Packing list in 3 copies issued by the Seller, indicating quantity, gross weight, net weight measurement of each package by the Seller.
- 3). Certificate of Quality and Quantity issued by the Seller.
- 4). Copy of fax to the Buyer advising the particulars of shipment immediately after shipment is made.
- 5). Full set of clean airway bill notifying the buyer.
- 6). Certificate of origin in 2 copies issued by the Seller.
- 7). In case of CIP insurance policy, in 1 original and 1 copy covering 110% of invoice value against air transportation all risk and war risk.
- 8). 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 side of the packing materials.

11. 装货通知(Shipping advice):

卖方应在装货后 48 小时内, 以传真形式通知买方空运单、发票、装箱单。
卖方应将货物运至本合同第 7 款规定的机场。
与本合同有关的货物运费及保险费由卖方承担。

The Seller shall, within 48 hours after the date of shipment stipulated in the Clause 5 of this Contract, advise by fax the Buyer of the airway bill, invoice, packing list.

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

The freight, 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。
质保期为自各方代表签订最终技术验收报告之日起 60 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 60 months counting from the date on which the Final Technical Acceptance Report has been signed by the representatives of all 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。如果商品品质、规格或数量发现与本合同规定的不符, 且此等不符不应由保险公司或承运人负责, 则买方有权在货物抵达目的地后质保期之内, 凭中国出入境检验检疫局出具的商检证书或者国家认可的第三方检测机构出具的检验证书, 向卖方提出索赔或要求更换, 由此而产生的费用(包括商检费、返回件和更换件的运费、保费、仓储费及装卸费等等)均由卖方承担。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。

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, 买方应当及时通知卖方, 卖方应当及时更换或维修, 使其达到合同规定品质。如果经卖方检验, 认为非质量问题, 则双方可委托国家检验检疫局或者国家认可的第三方检测机构进行检验, 相关费用由责任方承担。

在任何情况下, 合同的任何一方均不需要对间接损失负责。

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

Within quality guarantee period after the arrival of the goods at destination, should the quality, specifications, or quantity be found not in conformity with the stipulations of the Contract except those claims for which the insurance company or the owners of the vessel are liable, the Buyer shall, on the strength of the Inspection Certificate issued by the China Entry-Exit Inspection and Quarantine Bureau, or a third-party testing institution recognized by the state, have the right to claim for replacement with new goods, or for compensation, and all the expenses (such as inspection charge, freight for returning the goods and for sending the replacement, insurance premium, storage and loading and unloading charge etc.) shall be borne by the Seller. Any and all claims shall be regarded as accepted if the Sellers fail to reply within 10 days after receipt of the Buyers' claim.

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 Buyers shall, during the guarantee period, request the Seller to repair or replace the goods. And if the Seller does not agree the quality defect, both parties could request ACSIQ to make a survey and responsible party shall pay the expense incurred.

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

In no events shall a Party be responsible for indirect damages.

14. 不可抗力(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 airmail 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, 卖方仍不迟延地按上述规定向买方付罚款。如果买方延迟付款, 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 payment is done late, the Seller will not pay late delivery penalty.

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 12 条和第 13 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。

(1) 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、码头装卸费以及保管退货而发生的一切其他必要费用。

(2) 按照货物的次劣程度, 损坏的范围和买方所遭受的损失, 将货物贬值。

(3) 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 12 条 规定质保期限。

Settlement of claims:

In case the Sellers are liable for the discrepancies and a claim is made by the Buyers within the period of claim or quality guarantee period as stipulated in clause 12 and 13 of the Contract, the Sellers shall settle the claim upon the agreement of the Buyers in the following ways:

(1) Agree to the rejection of the goods and refund to the Buyers 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.

(2) Devalue the goods according to the degree of inferiority, extent of damage and amount of losses suffered by the Buyers.

(3) Replace new parts which conform to the specifications, quality, and performances as stipulated in this contract, and bear all the expenses incurred to and direct losses sustained by the Buyers. The Sellers shall, at the same time, guarantee the quality of the parts thus replaced for the guarantee period as specified in Clause 12 of this Contract.

17. 仲裁:(Arbitration):

卖方和买方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,对卖方和买方均有拘束力;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,其余按照中华人民共和国的法律进行解释。

All disputes between the Seller and the Buyer 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 and the Buyer; 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 laws of the People's Republic of China.

18. 税费 (TAXES AND DUTIES):

在执行本合同过程中,由中国政府征收的所有税费由买方承担,加征关税除外。

在执行本合同过程中,由中国政府征收的加征关税,及在中国以外发生的所有税费由卖方承担。

All taxes, excluding additional tariffs, in connection with the execution of this Contract levied by the Chinese Government on the Buyer in accordance with the tax laws in effect shall be borne by the Buyer.

All taxes arising outside of China, and the additional tariffs levied by the Chinese Government in connection with the execution of this Contract shall be borne by the Seller.

本合同中英文版本壹式叁份,买方保留两份,卖方保留壹份,以中文为准。

In witness thereof, this contract is made in triplicate in English and Chinese version, with the Buyer retaining two copies and the Seller retaining one copy. The Chinese version is governing.

ATTACHMENT TO CONTACT NO. SHMI-ICO-2690880807

ITEM	DESCRIPTION	QTY & UNIT
1	设备主机	1 套
2	数据收集和处理工作站	1 套
3	UPS 不间断电源	1 台
4	分析操作软件包	1 套
5	Start kit	1 套
6	70μm 喷嘴	2 个
7	100μm 喷嘴	2 个
8	150μm 喷嘴	1 个

买方

THE BUYER:

东方科学仪器上海进出口有限公司 ⑪

SHANGHAI EASTERN SCIEN-TECH
MACHINERY IMPORT AND EXPORT LIMITED

Authorized:

陈秋良

司 ⑪
Tech
Ltd.

卖方

THE SELLER:

Hong Kong Taiyi Science and Technology Limited

陈昭宇