



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 12 楼

电话：021-61635103

传真：021-61635148

统一社会信用代码（USCI）：9131011573978005X5

进口合同
IMPORT CONTRACT

ADD: 12/F, No. 288 Yangshupu Rd. Yangpu

District, Shanghai 200082, China

Tel: 021-61635103

Fax: 021-61635148

最终用户：上海科技大学

The End User: ShanghaiTech University

买方作为最终用户的进口代理人

The Buyers as the import agent of the end User

卖方/The Sellers: Hong Kong Taiyi Science and Technology
Limited/香港坦意科技有限公司

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

电话/Tel.: 00852-30522298 传真/Fax.: 00852-81209238

合同号 I/C NO: VISHYH26253TE-CZ

日期 DATE: 2026.7.7

地点 PLACE: YANGPU, SHANGHAI

兹经买卖双方同意成交下列商品, 订立条款如下:

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

序号	(1) 货名及规格 Commodity & Specifications	(2) 数量 Quantity	(3) 单价 Unit Price	(4) 金额 Amount
1	中文品名: 高分辨 3D 细胞生理表型分析系统 英文品名: Advanced high-resolution platform for in-vitro electrophysiological imaging 型号/MODEL: BioCAM Duplex 品牌/BRAND: 3Brain	1 SET	CNY2,938,000.00	CNY2,938,000.00
	REMARKS: 1) THIS CONTRACT UNDER THE TERMS OF DOCUMENTS OF INTERNATIONAL TENDERING NO1639-264028040125 2) The seller supplies for the domestic transportation and insurance from the Shanghai Airport to the End-User's site.			
TOTAL: CIP SHANGHAITECH UNIVERSITY, CHINA (Incoterms 2020) 货物到达用户场地时的卸货费用由卖方承担, 需要买方代办运输的, 从口岸到用户处产生的费用以及过程中发生的风险需卖方承担				CNY2,938,000.00

总值: 人民币: 贰佰玖拾叁万捌仟元整

Total Value: SAY CNY TWO MILLION NINE HUNDRED AND THIRTY-EIGHT THOUSAND ONLY

(5) COUNTRY (REGION) OF ORIGIN AND MANUFACTURERS/(BRAND): Italy/3Brain

生产国别和制造商(品牌): 意大利/3Brain

(6) 装运条款

Terms of Shipment

--装运期限: 卖方收到信用证后3个月内并收到买方的发货通知后发货

Time of Shipment: Within 3 months after seller receiving L/C and getting the shipping advice from buyer.

--装运口岸: 瑞士机场

--Port of Shipment: Port of Loading: Airports in Switzerland

--到货口岸: 上海机场, 中国

--Port of Destination: SHANGHAI AIRPORT, CHINA

--装运方式: 空运

--Terms of shipment: BY AIR

--不允许分批

--Partial Shipment Not Allowed;

--允许转运

--Transshipment 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:

VISHYH26253TE-CZ

SHANGHAI CHINA
MADE IN Italy

(8) 包装:

包装牢固,适合长途运输,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:

Packing fast and suitable for long distance transportation. The Sellers 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 Sellers.

(9) 付款条件/Terms of Payment:

90%即期信用证。90%见单(按照合同第12条单据)即付,余10%见最终用户及买方的签字及盖章的验收报告TT支付。

By 90%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 amount of 10% of the total contract value shall be paid by TT against Final Quality Acceptance Certificate signed and stamped by the end user and the 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.

未经买方书面确认,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 or perform the Contract to any third party other than the Buyer without the Buyer's written confirmation.

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:HSBCHKHHHKH

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

(10)延迟交货和罚款

如果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 Sellers shall pay to the Buyers 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 Sellers at the time of payment. In case the period of delay exceeds 10 weeks after the stipulated delivery date the Buyers have the right to terminate this Contract but the Sellers 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。若在运输时发生问题,由卖方向保险公司提出索赔。

Insurance:

To be covered by the Sellers for 110% of the invoice value All Risks /War Risks. If the cargo is damaged in the period of shipment, the Sellers will claim against the insurance company.

(12) 单据

- 1、清洁无疵的空运提单、注明“运费已付”、指定买方为收货人。
 - 2、发票副本两份：注明合同号和唛头。
 - 3、装箱单副本两份：注明发货重量和尺寸。
 - 4、由卖方或者LC受益人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。
 - 6、卖方或者LC受益人必须出具木质包装刷有IPPC标识的证明或无木质包装物种类；
- 另外卖方应于货物装运后2天内将上述单据一套传真或者发邮件给买方。

Documents:

- 1、Clean Airway bill, marked “Freight Prepaid” and consignee to the buyer.
- 2、Two copies of invoice, indicating contract number and shipping mark
- 3、Two copies of Packing List, indicating shipping weight and dimension
- 4、One original of Certificate of Origin and Certificate of Quality and Quantity issued by the seller / Beneficiary.
- 5、Certificate of Insurance at 110% of contract value issued by insurance company, including war risk and all risk.
- 6、In case of wood packing ,beneficiary’ s certificate certifying that each wood pallet has been marked with IPPC special purpose mark; In case of no wooden packing , Invoice and Packing List must state No Solid Wooden Packing Material.

The Sellers shall Fax one set of the above-mentioned documents to the Buyers or sent one set of the above-mentioned documents to the Buyers by e-mail within 2 days after the shipment.

(13)装运通知:

货物全部装运后，卖方应在2天之内传真或邮件买方一份副本提单/提货单/空运单、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 Sellers shall send by fax or email a copy of Bill of Lading/delivery order/air waybill, invoice and packing list within 2 days. In case the goods are not insured in time owing to the Sellers having failed to give timely advice, any consequent loss shall be borne by the Sellers.

(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。质量保证期：产品质量保证期为货物安装调试验收合格后24个月。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立即给予完整维修或更换零部件。

Guarantee of Quality:

The Sellers 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 Sellers must install and test the goods and train the users. Guarantee Term of Quality: The guarantee term of quality should be 24 months after the goods having been installed and debugged. And the sellers shall upon request of the buyers repair completely or failing to do so replace the said equipment immediately.

(15)检验与索赔条款:

卖方须提供双方认可的检验机构关于货物的品质、数量、重量的规格检验书，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180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 Sellers should provide the inspection certificates of quality/quantity/weight of the goods issued by the institution of inspect agreed upon both parties. The Buyers 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 Buyers shall, within 180 days after discharging of the goods at the Port of Destination, have the right to claim against the Sellers. Any and all claims shall be regarded as accepted if the Sellers fail to reply within 10 days after receipt of the Buyers' 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24个月。

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 14 and 15 of the Contract, the Sellers shall settle the claim upon the agreement of the Buyers in the following ways:

a. 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 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 Buyers. The Sellers shall, at the same time, guarantee the quality of the replacement and supplement goods for a further period of 24 months 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:

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.

(19) 本进口合同一式肆份,买方贰份,卖方壹份,最终用户壹份,由买卖双方盖章后有效。

This Import Contract is made out in three copies, one copy to be held by the Buyers, one copy to be held by the Sellers and the other to be held by the end user. The Contract comes into effect after being stamped by both parties.

(20) 特别条款/Special Clauses:

1.附件是合同不可分割的部分

The attached sheets which are the integral parts of the Contract.

2.本合同用中英文书写,如有不符之处,以中文为准。

The Contract is written in both Chinese and English. If there is any discrepancy, the Chinese version shall prevail.

3.原产国为美国的货物,如因国家政策需加征关税,加征的关税由卖方承担。

For the goods which original country is United States, If the additional tariff is imposed on the national policy, the expenses shall be borne by the seller.

4. 项目编号: 1639-264028040125 的上海科技大学投标书文件及配置清单是合同不可分割的部分。卖方承诺按照招标文件(标书编号: 1639-264028040125 的要求履行合同,并承担相应的责任和义务

The bid document, configuration list (Project No. 1639-264028040125) are integral parts of the contract. The seller undertakes to perform the contract in accordance with the requirements of the tender documents (Tender Document No.: 1639-264028040125) and assume the corresponding responsibilities and obligations.

卖方: 香港坦意科技有限公司

The Sellers: Hong Kong Taiyi Science and Technology Limited

签字/Signature:

陈昭宇

买方: 建发(上海)有限公司

The Buyers: C & D (SHANGHAI) CO. LTD.

签字/Signature:

SHANGHAI
C & D (SHANGHAI) CO. LTD.

ATTACHMENT FOR CONTRACT NO: VISHYH26253TE-CZ

中英文配置清单:

Item No.	Descriptions	Qty
1	高分辨 3D 细胞生理表型分析系统主机 Advanced high-resolution platform for in-vitro electrophysiological imaging, MODEL: BioCAM Duplex	1
2	数据收集处理工作站 Workstation for BioCAM System	1
3	系统软件 BrainWave Core, Perpetual License	1
4	2D 生物芯片 CorePlate™1W 38/60	4
5	3D 生物芯片 CorePlate™ 1W-3D 38/60/90-X	4

十七、承诺函

我公司香港坦意科技有限公司对上海科技大学采购的高分辨 3D 细胞生理表型分析系统，作出以下承诺：

此次提供的 高分辨 3D 细胞生理表型分析系统 为全新原装货物。

● 安装验收：

1. 合同签订后 5 个工作日内，向用户发出提供场地准备和安装要求的通知，并由工程师至现场免费指导，确保场地符合安装要求。
2. 发货前向用户及用户指定外贸公司提供详细的设备供货清单，对合同所包含的所有货物是否包含属于危险品、或需冷藏冷冻、以及是否将进入中国海关危险品仓库或冷藏冷冻品仓库、及是否需用危险品或冷藏车、防震车等专用车辆进行运输作出特别说明及指示，并随设备提供全套、完整的技术资料，包括仪器说明书、操作手册、电路总框图。当货物到达用户指定的安装现场后，双方依据设备供货清单共同对设备进行开箱验收。
3. 在接到用户安装通知后 3 个工作日内响应，10 个工作日内免费完成装机调试。最终验收技术指标按标书（标书编号：1639-264028040125）及技术资料所述内容为准。
4. 仪器安装调试验收完成以后，我公司负责立即派遣专业技术人员到用户所在地进行集中培训，使其能熟练掌握仪器的各项性能（包括硬件和软件），培训时间和培训人数根据需要确定，培训时间不少于 1 天。培训资料主要包含：“现场培训教参”、“技术服务内容”、“用户培训计划”、“系统维护手册”等。
5. 集中培训以后，我公司承诺将不定期开设培训学习班，帮助用户提高仪器的操作和维护水平。同时，根据用户实际需求，双方协商时间，我公司承诺在用户所在地进行多次免费现场技术培训，参加培训的人员数量由用户自行确定。

● 保修与维修：

1. 按合同约定，自验收报告签署之日起提供 2 年的质保期，并提供终身维修。为保证设备的可靠性服务，要求提供原厂针对本项目的授权书原件和售后服务承诺函原件。



2. 质保期内，非人为因素导致的仪器故障，所需要的维修费用（包括零部件费用、维修费用）均由我公司承担；如需返厂维修或现场维修期限超过20天的，则质保期顺延，所产生相关费用均由本公司承担。若维修期长于4周或在返厂修理期间，我公司另免费提供用户实验场所及同型号仪器进行实验。
3. 我公司承诺在质保期内安装的任何零配件，都是其货物生产厂家原产或经认可的；在质保期内，我公司有责任解决所提供的投标货物和软件系统的任何问题，且在质保期满后，对因投标货物本身的固有缺陷和瑕疵承担责任。
4. 质保期满前1个月，免费对仪器进行全面的检测、保养和维护，同时出具仪器各项性能测试报告，并提出相应的使用建议，确保仪器在质保期外能够更好地运行。
5. 质保期后，如机器发生故障，我公司承诺向用户提供优质快速有保障的免费维修服务，只收取优惠的零配件费用，不收取任何其他费用。所有的替代零配件保证是厂家认可并全新未经使用的。
6. 如因用户客观原因需要搬迁，我公司承诺提供一次免费拆装、搬迁、调试服务。
7. 维修响应时间：我公司在2小时内电话响应，1个工作日内对用户的服务要求提出解决方案，如经确认有需要，技术人员将在2个工作日内到达现场；重大问题或其他无法迅速解决的问题在1周内解决或提出明确解决方案。

● 其它

1. 提供终身软件免费升级。
2. 承担货物从上海港口到用户处的国内运输费、运输保险费及吊装费。如发生到货设备运输时损坏的情况，由我公司承担损失及责任。
3. 我公司确保所发的电源线及接口符合中国海关及商检的强制性规定。在货物运抵口岸前，提供中文的产品说明书。
4. 我公司承诺按照招标文件（标书编号：1639-264028040125）的要求履行合同，并承担相应的责任和义务。

*注：《承诺函》必须作为投标文件的组成部分。

投标人法定代表人（或法定代表人授权代表）签字：_____

投标人名称（签章）：香港坦意科技有限公司

日期：2026年06月01日

