

进口委托代理协议

甲方（委托方）： 上海临床研究中心

乙方（受托方）： 上海建发鹭益科技有限公司

经甲乙双方经友好协商，就甲方委托乙方代表甲方自【源码象科技香港有限公司】公司（下称“外商公司”）处进口【多功能酶标仪（高配）1台，多模式微孔板检测系统 1台】（下称“进口设备”）事宜，达成如下协议，以资共同遵守：

1、本协议项下“外商公司”系下列第1种情形：

（1）甲方就进口设备采购项目经公开招标确定的境外中标人；

（2）甲方就进口设备采购项目经公开招标确定的境内中标人指定并委托的境外供应商。

2、乙方应按甲方提供的订单（见附件）及本协议第四条约定文件和资料就进口设备进口事宜与外商公司签订合同（下称“外贸合同”），合同号：HCSH202501012E(SCR)；货款总金额：人民币壹佰柒拾玖万壹仟伍佰元整 CNY 1,791,500.00 元。

3、甲方在收到乙方付款通知后 10 个工作日内将 100%货款汇入乙方指定账户内，乙方收到货款后，根据外贸合同付款条件申请开立信用证或履行付汇手续。除货款外，甲方在本协议项下无其他任何费用需要支付。乙方指定账户信息如下：

开户行：中国银行上海市浦东分行

账 号：439068564421

户 名：上海建发鹭益科技有限公司

4、甲方应向乙方提供进口设备相关全部文件和资料（包括但不限于甲方与中标人之间的招标文件、中标通知书、设备购销合同等），该等文件和资料应包含进口设备的名称、规格型号、生产厂家、单价、数量、总价、付款方式、装运期限、保险、安装调试和售后服务等有关信息。

5、进口设备运抵上海，并收到外商公司全套运输单证（包括正本发票、装箱单、运单等）后，乙方应及时办理清关提货手续；如无海关查验，应在收到到货通知单的 5 个工作日内办理完清关手续，并于清关后 3 个工作日内将进口设备送达甲方指定地点；若遇海关查验，乙方应负责协调外商公司提供查验所需文件，并派员到场配合海关查验，清关手续应尽快完成，并于清关后 3 个工作日内将进口设备送达甲方指定地点。进口设备自海关放行后至送达甲方指定地点的运输，由乙方或其



指定的报关行负责配送，相关运费由乙方先行垫付，按本协议第6条处理。

6、本协议项下有关外贸代理手续费、银行费用、口岸杂费、运费等按实际发生金额结算确定，由乙方与外商公司自行结算，与甲方无涉。

7、如因外商公司的原因造成乙方未能向甲方及时交付所订的进口设备，乙方免责，但乙方应负责向外商公司及时交涉索赔，否则，应赔偿甲方因此所受损失。

8、甲乙双方中任何一方不得无故单方解除本协议，否则，由此引起的相关责任以及所造成的损失全部由该违约方承担。乙方未按本协议约定履行义务，给甲方造成损失或经甲方书面催告后【30】日内仍未改正的，乙方应赔偿甲方所遭受的全部损失，且甲方有权单方解除本协议，并要求乙方全额退还甲方支付的货款。

9、因本协议或本协议履行过程中产生的争议，甲乙双方优先协商解决；如协商不能的，提交上海国际经济贸易仲裁委员会申请仲裁解决。

10、本协议自甲乙双方法定代表人签字并加盖公章之日起生效，一式四份，双方各执二份，具有同等法律效力。

11、本协议未尽事宜，由甲乙双方另行书面协商确定。

12、乙方承诺，与甲方各级人员不存在利益关联。

(以下无正文)

甲方：上海临床研究中心

(委托单位盖章)

签字：

日期：2015 年 7 月 14 日



乙方：上海建发鹭益科技有限公司

(受托单位盖章)

签字：

日期：2015 年 7 月 14 日



上海建发鹭益科技有限公司
付款通知

致：上海临床研究中心	
进口单位：上海建发鹭益科技有限公司	进口合同编号：HCSH202501012E (SCR)
代理项目：多功能酶标仪（高配）	
款项内容： <input checked="" type="checkbox"/> 外币货款 <input type="checkbox"/> 进口清关费 <input type="checkbox"/> 税款 <input type="checkbox"/> 外贸代理费 <input type="checkbox"/> 其他：_____	
付款金额： 人民币 ¥1791500.00 【大写：人民币壹佰柒拾玖万壹仟伍佰元整】	

付款方式 100% 货前 T/T，以上款项的付款手续，请在两周内办妥，付款时请注明上述进口合同编号。
我司收款账号如下：
账户名称：上海建发鹭益科技有限公司
开户银行：中国银行上海市浦东分行
帐 号：439068564421
联系人/电话：金雅/13641927289



进 口 合 同
IMPORT CONTRACT

合同号 I/C NO.: HCSH202501012E(SCR)

日期 DATE: 2025-7-31

地点 PLACE: SHANGHAI-PUDONG

卖 方: 源码象科技香港有限公司

The Sellers: YUAN MA XIANG TECHNOLOGY HONG KONG LIMITED

地 址: 香港九龍观塘成业街 7 号宁晋中心 29 楼 A17 室

Address: Unit A17, 29/F LEGEND TOWER, NO.7 SHING YIP STREET, KWUN TONG, KOWLOON, HONG KONG

电话 Tel: 00852-31757377

传真 Fax: 00852-31757377

买 方: 上海建发鹭益科技有限公司

The Buyers: SHANGHAI C&D ANDELLER TECHNOLOGY CO., LTD.

地 址: 上海市杨浦区杨树浦路 288 号建发国际大厦 8 楼

Address: 8/F, C&D Building, No.288 YangShuPu Road, YangPu District, Shanghai, China

电话 Tel: 021-60430626-59118

传真 Fax:

最终用户: 上海临床研究中心

The End User: Shanghai Clinical Research and Trial Center

买方上海建发鹭益科技有限公司作为上海临床研究中心进口代理人

THE BUYERS, SHANGHAI C&D ANDELLER TECHNOLOGY CO., LTD., AS THE IMPORT AGENT OF Shanghai Clinical Research and Trial Center

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:

	(1) 货名及规格 Commodity & Specifications	(2) 数 量 Quantity	(3) 单 价 Unit Price	(4) 金 额 Amount
Item1	Name: Multi-function microplate reader 中文品名: 多功能酶标仪 (高配) Brand 品牌: Revvity Model 型号: Envision	1	CNY1,520,000.00	CNY1,520,000.00
Item2	Name: Multi-mode microplate detection system 中文品名: 多模式微孔板检测系统 Brand 品牌: Revvity Model 型号: Ensight	1	CNY271,500.00	CNY271,500.00
TOTAL CIP the End-user's Installation Site				CNY 1,791,500.00

总 值: Total Value: SAY CNY ONE MILLION SEVEN HUNDRED NINETY ONE THOUSAND FIVE HUNDRED ONLY.

(5) 生产国别和制造商:

Item1: 英国/Revvity

Item2: 新加坡/Revvity

Country of Origin and Manufacturers (Brand): Item1: UK/Revvity

Item2: SINGAPORE/Revvity

(6) 装运条款

Terms of Shipment

--装运期限: 合同签订后180天内。

--Time of Shipment: Within 180 days after the contract signed

--装运口岸: 香港主要机场

--Port of Shipment: MAIN AIRPORT IN HONG KONG

--到货口岸: 上海机场

--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;

--不允许转运

--Transshipment 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:

HCSH202501012E(SCR)

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 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:

a. 70% 即期 L/C，见单（按照合同第12条单据）即付，余30% 见最终用户和买方签字盖章的验收合格报告后30天内 T/T 支付。

By 70% L/C at sight, pay against the presentation of the document as specified in Clause 12 of this Contract; the amount of 30% of the total contract value shall be paid by T/T within 30 days against Final Quality Acceptance Certificate issued by the end user and the buyer.

信用證通知銀行: The Hongkong and Shanghai Banking Corporation Limited
Level 5, HSBC Building Mongkok, 673 Nathan Road, Mongkok, Kowloon, Hong Kong
Swift address: HSBCHKHHHKH
账号: 129236709095

(1) 信用证/ Under Letter of Credit

a. 卖方于货物出运前60日向买方出具出运通知，买方接到卖方出运通知后应及时以出运货物的总值开立以卖方为受益人的不可撤销信用证。信用证有效期直到装货后14-30日。

a. The seller shall issue a delivery advice to the buyer 30 days prior to the date of shipment. Upon receipt of the Seller's delivery advice, the buyers shall immediately open an irrevocable letter of credit in favour of the seller for the total value of the shipped goods. The L/C shall be valid until 14-30 days after shipment.

b. 该信用证不允许转让给第三方。

b. The Credit shall not be transferred to a third party.

c. 费用：开证行以外的所有费用（包括偿付费用）由受益人卖方承担。

c. All banking charges outside the opening bank including the reimbursement charges are for the account of the beneficiary.

(2) 电汇银行费用买卖双方共同承担。

T/T banking charges shall be borne by both the seller and buyer.

b. 卖方知悉买方作为最终用户上海临床研究中心的代理方向卖方采购货物，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或付款，若因最终用户未及时足额付款产生的争议由卖方与最终用户直接解决，与买方无关，卖方不得向买方主张违约或赔偿责任。

The seller acknowledge that the buyer is the agent of the end user Shanghai Clinical Research and Trial Center, 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 should resolves the controversy directly with the end user, The seller can't claim breach of contract or liability.

(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。保险最终目的地为：上海临床研究中心。

Insurance:

To be covered by the sellers for 110% of the invoice value against All Risks and War Risks. If the cargo is damaged in the period of shipment, the sellers will claim against the insurance company. Insurance Final Destination: Shanghai Clinical Research and Trial Center.

(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、发票两份: 注明合同号和唛头。
- 3、装箱单两份: 注明发货重量和尺寸。
- 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、卖方或者LC受益人必须出具木质包装刷有IPPC标识的证明或非木质包装证明。
- 6、按发票金额110%投保的保险单。

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、Two copies of Certificate of Origin and Certificate of Quality and Quantity issued by the Sellers.
- 5、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.
- 6、Insurance certificate which is covered by the Sellers for 110% of the invoice value.

(13) 装运通知:

货物全部装运后, 卖方应在2天之内传真买方一份副本提单、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 a copy of Bill of Lading, 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。货物的保证期应为货物验收合格之日起60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在三个工作日内响应, 如果国内条件下能维修好即三个工作日内给予处理故障, 否则卖方负责返回原厂进行免费完整维修或更换零部件。如货物需要返回原厂进行维修, 卖方需承担所有相关的返修费用(包括: 往返运费, 清关费用等相关费用), 如返修时间超过十五个工作日, 则质保期顺延。

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 and bear all the expenses. The guarantee period shall be 60 months counting from the date on which the goods are installed, tested and accepted. And the sellers shall reply the buyers in 3 working day upon request of the buyers and repair completely or failing to do so replace the said equipment in 3 working days for free if repair can be done in China by Chinese engineers, otherwise seller will be responsible and return to manufacturer for repair or replacement. If the goods has to be repair by the Manufacturer, the Seller should bear all the relative repair costs, including double-way transportation, import and export Customs Clearance charges and relative costs etc. If maintenance time beyond 15 working days, the guarantee period should be extended accordingly.

(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, 保证是60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 60 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北京进行仲裁,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 Beijing 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,买方一份,卖方一份,最终用户贰份,由双方签字后须加盖买方合同专用章有效。

This Import Contract is made out in four 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 come into effective after being signed by both parties and stamped the EXIM CONTRACT SEAL of the Buyer

(20) 特别条款:

附件是合同不可分割的部分

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

国际招标项目(项目编号: 1639-254123050329)的招、投标文件内容是本合同不可分割的一部分,与本合同有同样的法律效力。

The content of the bidding and bidding documents of the international bidding project (project number: 1639-254123050329) is an integral part of this contract and has the same legal effect as this contract.

卖方: 源码象科技香港有限公司

The Sellers: YUAN MA XIANG TECHNOLOGY HONG KONG LIMITED

买方: 上海建发鹭益科技有限公司

The Buyers: SHANGHAI C&D ANDELLER TECHNOLOGY CO., LTD.

YJ 版 2



ATTACHMENT LIST

CONTRACT NO.: HCSH202501012E(SCR)

国外进口部分清单:

EnVision多功能酶标仪				
No.	Items	Description	Qty	
1	EnVision	主机模块	1	
1.1	EnVision主机	基本模块包含以下组成: 原装进口的软件预装电脑, 包括显示器 闪烁型氙灯 顶读和底读功能 三种振荡模式: 线形、圆形、8字形 微孔板高度识别探头 滤光片和二色镜主动识别功能	1	
2		可见光检测模块		
2.1	吸收滤光片	吸收 260nm	1	
2.2	吸收滤光片	吸收 280nm	1	
2.3	吸收滤光片	吸收 405nm	1	
2.4	吸收滤光片	吸收 450nm	1	
2.5	吸收滤光片	吸收 492nm	1	
2.6	吸收滤光片	吸收 560nm	1	
2.7	吸收滤光片	吸收 590nm	1	
3		荧光检测模块		
3.1	BODIPY TMR荧光检测模块 优化二项色镜&滤光片模块	Optical module: BODIPY TMR Excitation Filter: 531 nm Emission Filter: 595 nm	1	
3.2	FITC 荧光检测模块 优化二项色镜&滤光片模块	Optical Module: FITC Excitation Filter: 485 nm Emission Filter: 535 nm	1	
3.3	Umbelliferone荧光检测模块 优化二项色镜&滤光片模块	Optical Module: DELFIA / LANCE Excitation Filter: 355 nm Emission Filter: 460 nm	1	
3.4	Cy5荧光检测模块 优化二项色镜&滤光片模块	Optical Module: Cy5 Excitation Filter: 620 nm Emission Filter: 685 nm	1	
4		化学发光模块		
4.1	化学发光模块	包含: Optical Module Luminescence 标准发光二向色镜 Emission Filter: <700nm 标准发光滤光片	1	
4.2	BRET2 发射滤光片1	Emission Filter: 410 nm	1	
4.3	BRET2 发射滤光片2	Emission Filter: 515 nm	1	
4.4	NanoBRET 发射滤光片1	Emission Filter: NanoBRET Blue 460/80	1	
4.5	NanoBRET 发射滤光片2	Emission Filter: BRET Deep Red 647/75	1	
5		TRF时间分辨荧光模块		
5.1	激光时间分辨荧光模块	包含一个337nm激光器, 极大的增强时间分辨荧光共振能量传递TR-FRET的表现 包含: TRF LASER 激光激发专用优化TRF二向色镜 Emission Filter: 665 nm 发射滤光片 665nm LANCE 激光Eu专用发射滤光片 615nm 620/10 nm filter	1	
5.2	激光LANCE模块		1	
5.3	HTRF 发射光滤光片		1	
6		Alpha模块		
6.1	Alpha检测带仪器温控	包含一个680nm激光器, 快门, 专用二向色镜和滤光片, Alpha专用温控, 可以实现AlphaPlex检测。 另包含温控模块	1	
7		荧光偏振模块		
7.1	FITC荧光偏振检测 优化二项色镜&滤光片模块	Optical Module: FITC FP Single Excitation Filter: 480 nm Emission Filter: 535 nm, S polarized Emission Filter: 535 nm, P polarized	1	
EnSight多模式微孔板检测系统				
No.	Items	Description	Qty	
1	EnSight	主机模块	1	
1.1	EnSight主机	基本模块包含以下标准组成: 滤光片吸收检测模块 Kaleido仪器控制和数据分析软件 三种振荡模式: 线形、圆形、8字形 滤光主动识别功能 微孔板高度识别探头 温控模块	1	
1.2	滤光片模块	EnSight 主机滤光片模块	1	
1.3	电源线	EnSight 电源线	1	
2		光栅模块		
2.1	中栅光路切换	光路切换	1	
2.2	含荧光的光栅模块	包含高精度工业级四光栅, 实现高质量的分光和波长重现性	1	
3		化学发光模块		
3.1	超敏感化学发光检测模块	配备独立超敏感PMT, 直接紧贴板孔上方进行检测, 保证检测灵敏度 和减少孔间串扰	1	
4		微量检测模块		
4.1	微量检测板	低体积2 µL DNA、RNA 和蛋白定量测定和纯度分析	1	