


合同编号: C-2002074

合 同

CONTRACT

合同号: 19CERNET/F133540HK

打印日期: 2020-01-16

用户档案号: 80011

用户采购号: ZUPC-GK-HW-2019043S

买方: 赛尔网络有限公司

The Buyers: CERNET CORPORATION.

地址: 北京市海淀区中关村东路 1 号院清华科技园 8 号楼 B 座赛尔大厦

Address: CERNET Tower, Tsinghua Science Park Building 8, No.1 Zhongguancun East Road,
Haidian District, Beijing 100084, P.R.China

USCI:911101087226182167

联系人: 赵琳君

Contact: Zhao Linjun

电话 TEL: 0571-87606317

传真 FAX: 0571-86783919

The Seller: IMPACT SCIENTIFIC INSTRUMENT (HK) COMPANY LIMITED

Address: ROOM 1108, 11TH FLOOR, TOWER ONE, LIPPO CENTRE, 89 QUEENSWAY, HONG KONG

Tel: 00852-29729302

Fax: 00852-25272908

最终用户: 浙江大学

The End-user: Zhejiang University

兹经买卖双方同意, 按下列规定条款购买/出售下述商品并签订本合同:

This contract is made by and between the Buyers and the Sellers; whereby the buyers agree to buy and the Sellers agree to sell the under mentioned commodity according to the terms and conditions stipulated below:

1. 合同范围和价格

SCOPE OF CONTRACT AND CONTRACT PRICE

编号 Item No.	品名与规格 Commodity	规格型号 Specifications	单位 Unit	数量 Qty	单价 Unit Price	总金额 Total Amount
1	场发射扫描电镜 英文品名: Field Emission Scanning Electron Microscope 品牌: TESCAN	CLARA GMH	SET	1	USD542300.00	USD542300.00
总 计 (美元): USD542300.00 Total Value: SAY CIP ZHEJIANG UNIVERSITY IN US DOLLARS FIVE HUNDRED AND FORTY-TWO THOUSAND AND THREE HUNDRED ONLY.						

2. 原产地和制造商: 捷克共和国/TESCAN Brno,s.r.o.

COUNTRY OF ORIGIN AND MANUFACTURERS: Czech Republic/ TESCAN Brno,s.r.o.

3. 包装 PACKING

使用全新坚固、适宜长途海运/打包邮寄/空运、陆运和天气变化之木箱/纸箱包装, 该包装必须能够经受防潮、粗鲁搬运、防雨、防腐、防冻、防震、防漏。卖方必须对任何由于包装不妥造成货物的损坏、损失、费用支出



及因未采取适当保护性措施所至的锈蚀负责并承担一切费用。包装中应包含全套的货物使用说明和服务指南。

To be packed in new strong wooden case(s) or in carton(s), suitable for long distance ocean/parcel post/air and inland transportation, and change of climate, well protected against moisture, rough handling, rain, corrosion, freeze and shocks. The Sellers shall be liable for any damage and loss of the commodity and expenses incurred on account of improper packing and for any rust attributable to inadequate or improper protective measures taken by the Sellers in regard to the packing.

One full set of service and operation instructions concerned shall be enclosed in the case(s).

4. 运输标志 SHIPPING MARK

卖方须在包装上用不褪色颜料在每个包装箱四周标明箱号、合同号、目的港、毛重、净重、尺寸、体积以及“勿使受潮”“小心轻放”“此面朝上”等字样及吊装位置和唛头。

The Sellers shall mark on each package with fadeless paint the package number, Contract No., Port of Destination, gross weight, net weight, measurement and the wordings: "KEEP AWAY FROM MOISTURE" "HANDLE WITH CARE" "THIS SIDE UP" etc. and the shipping mark:

19CERNET/F133540HK

SHANGHAI, CHINA

5. 装运期: 合同签署后 150 日内送至用户约定地点。

TIME OF SHIPMENT: Send the equipment to the end-user's pointed place within 150 days after the contract signed.

6. 装运港: 香港机场

PORT OF SHIPMENT: HONGKONG AIRPORT

7. 目的港: 上海机场, 中国。清关后从上海送至用户指定实验室的运费由卖方承担。

PORT OF DESTINATION: SHANGHAI AIRPORT, CHINA.

After the customs clearance, the freight and insurance fee from Shanghai to the pointed place of ZHEJIANG UNIVERSITY shall be borne by the seller.

注: 发货时的到货口岸与合同约定的不一致, 视为卖方未按约定发货, 买方有权拒收货物, 因此产生的退运费、滞报金、仓储费等一切费用及责任(风险)由卖方承担。

Note: If the delivery port at the time of delivery is inconsistent with the contractual agreement, it is deemed that the seller has not delivered the goods as agreed, and the buyer has the right to reject the goods. All costs, such as refunds and demurrage, and liability (risks) arising therefrom are borne by the seller.

8. 保险: 由卖方负责办理货物总值 110% 保险。(投保目的地: 浙江大学指定收货实验室。)

INSURANCE: 110% of invoice value against all risks covered by the seller. (Destination: ZHEJIANG UNIVERSITY DESIGNATED LABORATORY).

9. 付款方式: 开具 100% 不可撤销即期信用证, 100% 在发货后见单支付

PAYMENT: 100% Irrevocable L/C at sight. 100% of invoice value L/C at sight.

10. 单据 DOCUMENTS

(1) 卖方所提供的所有单据, 包括随货所附的所有单据, 其中的合同编号、货物的品名、规格、型号、数量、价值(包括价值的标注方式)必须与合同完全一致, 否则即为卖方构成根本性违约, 卖方应承担因此产生的全部损失及其它法律责任。

(1) All the documents furnished by the Seller including contract numbers, names, specifications, quantities, and value (including the quotations of the values) of the goods in all the documents enclosed under the goods shall be in strict accordance with the Contract. Otherwise the Seller is considered as material breach of the Contract and shall bear all losses consequently arising there from and other legal duties.

(2) 空运:

In case of air-freight:

卖方需要提交下列的文件给买方:



The Sellers shall present the following documents to the buyer:

- 一份空运单, 注明合同号或唛头, 项目联系人及联系方式, 买方统一社会信用代码 (USCI:911101087226182167) 以及“运费已付”和收货人为买方。

One original airway bill mark contract no., shipping mark, contract person and contact information, the buyer's Unified Social Credit Identification (USCI:911101087226182167), Freight Prepaid and consigned to the Buyers.

- 商业发票, 3 份正本, 3 份复印件, 并标明信用证号、合同号和装运标记。

Signed Commercial Invoice in 3 originals and 3 copies indicating L/C no., Contract No. and Shipping Mark, made out in details as per the relative contract.

- 箱单一式两份, 由工厂或卖方或其他单位签发。

Packing List in 2 originals issued by the Manufacturers /Sellers/ Others.

- 数量证明和质量证明, 原件及复印件各一份, 由工厂或卖方签发。

Certificate of Quality and Quantity in 1 original and 1 copy issued by the Manufacturers or Sellers.

- 对于 CIP 条款, 全套 (包括 1 份正本和 1 份复印件) 保单/保险证明, 110% 合同金额, 涵盖所有运输风险和战争险。

In case of CIP, Full Set (included 1 original and 1 copy) of Insurance Policy/Certificate, covering Air Transportation 110% of invoice value against all risks and war risks.

- 由卖方出具的原产地证明, 1 份正本和 2 份复印件。

Certificate of Origin in 1 original and 2 copies.

- 针对木质包装, 由卖方或厂商出具的木质熏蒸证明, 1 份正本和 1 份复印件。卖方出具

“在出口国家的权威检疫部门已经做过熏蒸, 并在每件木质包装上都标有 IPPC 标志”的证明; 若货物包装全部为非木质, 卖方出具非木质包装声明, 1 份复印件。

IPPC declaration in 1 original and 1 copy issued by the seller or manufactory. Seller's

Certificate certifying that the fumigation treatment has been made by authoritative Inspection & Quarantine bureau in export country, and IPPC indicated evidently on each wooden package; <For Wooden Packing material or Wooden Pallet> and/or Declaration of packing material in 1 copy issued by the seller or manufactory <For Non-Wood Packing material or Non-Wood pallet>.

- 如果合同设备根据中华人民共和国法律法规规定, 要求出具中国国家强制性产品认证证书 (CCC) 的, 则卖方应自担费用, 取得 CCC 认证证书, 在进口的设备上贴上 CCC 标记, 并向买方提供 CCC 认证证书的副本。如果卖方不能按时提交所需 CCC 认证证书, 则由此产生的卸货港费用, 包括但不限于仓储费用、海关罚金和集装箱过期费等, 均由卖方承担。

If the contract equipment imported requiring proof of China Compulsory Certification (CCC) according to People's Republic of China laws and regulations, the seller shall afford the expense to obtain CCC certification. In addition, CCC mark shall be affixed on imported equipment and a copy of the CCC certificates need to be provided to the buyer. If the seller fails to submit the required CCC certificate on time, the cost of the unloading port, including but not limited to the storage costs, customs penalties and container overdue fees, shall be borne by the seller.

11. 装运 SHIPMENT

CIP 价格条件:

a. 卖方负责按时将货物从装运港运至目的港, 不允许分批装运。

b. 货物邮寄或空运时, 卖方须根据本合同第 5 款规定的装运期前 7 天以传真或信函通知买方预计交货期、合同号、品名和发票金额等。

c. 卖方在发货前须询问买方进口手续办理情况后再确定发货时间, 因没有得到买方发货通知, 卖方单方面发货而造成买方不能及时报关所产生的额外费用需由卖方承担。

**CIP Terms:**

a. The Sellers shall ship the goods within the time of shipment from the port of shipment to the port of destination. Batches shipment is not allowed.

b. In case the goods are to be dispatched by parcel post/air-freight, the Sellers shall, 7 days before the time of delivery as stipulated in Clause 5, inform the Buyers by fax/letter of the estimated date of delivery, Contract No., commodity, invoiced value, etc.

c. Sellers should confirm the progress of import procedures with buyers, in case the goods are shipped without the notice from the buyers, the sellers should bear all the extra costs of clearance.

12. 装运通知 SHIPPING ADVICE

卖方完成装运货物后, 须立即以传真或信函通知买方合同号、品名、空运主运单号、发票金额、毛重、航班号等。如有易燃和危险品, 亦应详述。

The Sellers shall, immediately upon the completion of the loading of the goods, advise by fax/letter the Buyers of the Contract No., commodity, master Airway Bill No., invoiced value, gross weight, flight no. etc. The details of inflammable and dangerous goods, if any, shall be also indicated.

13. 品质证明 GUARANTEE OF QUALITY

卖方保证本合同项下之商品是由最好的材料及一流工艺所制造、崭新的、未经使用的商品, 完全符合合同规定的质量和规格。质保期为货物最终验收合格之日起算 1 年。

The Sellers 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 specifications stipulated in this Contract. The guarantee period shall be 1 year counting from the date of final acceptance of the goods.

14. 声明 CLAIMS

货物抵达目的港 90 天内, 如发现质量、规格、数量与合同的约定不一致, 除保险公司或船主声明负责的以外, 买方根据中国检验检疫局出具的检验证书有权要求换货或要求赔偿, 所需费用(如检验费、退回次品运输替换货物的运费、保险费、仓储费、装卸费等)由卖方承担。卖方应保证商品质量。从货物抵达目的港之日起 12 个月以内, 若由于质次、工艺差或使用次品原料而导致货物在运行过程中损坏, 买方应立即书面通知卖方, 并附上中国检验检疫局出具的检验证书。此检验证明即为索赔基础。根据买方的索赔要求, 卖方须负责立即排除缺陷, 全部或部分更换商品或根据缺陷情况对商品作降价处理。必要时, 买方可自行排除缺陷, 费用由卖方负担。如卖方收到上述索赔后一个月仍未答复买方, 即视为卖方已接受该索赔要求。

Within 90 days after the arrival of the goods at destination, should the quality, specification, 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 Buyers shall, on the strength of the Inspection Certificate issued by China Entry-Exit Inspection And Quarantine Bureau(CIQ), have the right to claim for replacement with new goods, or for compensation, and all the expenses (such as inspection charges, freight for returning the goods and for sending the replacement, insurance premium, storage and loading and unloading charges etc.) shall be borne by the Sellers. As regards quality, the Seller shall guarantee that if within 12 months from the date of arrival of the goods at destination, damages occur in the course of operation by reason of inferior quality, bad workmanship or the use of inferior materials, the Buyer shall immediately notify the Seller in writing and put forward a claim supported by Inspection Certificate issued by State Administration for Entry-Exit Inspection And Quarantine of the People's Republic of China.

The Certificate so issued shall be accepted as the base of a claim. The Seller, in accordance with the Buyer's claim shall be responsible for the immediate elimination of the defect(s), complete or partial replacement of the commodity or shall devalue the commodity according to the state of defect(s). Where necessary, the Buyer within one month after receipt of the aforesaid claim, the claim shall be reckoned as having been accepted by the Seller.



15. 不可抗力 FORCE MAJEURE

在货物的加工、装运或运输过程中,由于不可抗力导致的延误装船或不能出运,卖方不负责任。卖方应在上述事件发生十四天之内通知买方,并将事故发生地专门的政府权威机构签署的事故证明书以航空信件寄给买方。在这种情况下,卖方仍有义务采取一切必要手段,使货物尽快出运。如果事故持续时间超过十周,买方有权取消合同。

The Sellers shall not be held 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 or transit. The sellers shall advise the Buyers within 14 days of the occurrence mentioned above, the Sellers shall send by airmail to the Buyers 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 Sellers, 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 10 weeks, the buyers have right to cancel the Contract.

16. 迟延交货及惩罚 LATE DELIVERY AND PENALTY

如果卖方没有按照合同规定的日期交货,除本合同第十五条所规定的不可抗拒事故者、买方或最终用户原因外,如果卖方愿意支付罚金(由偿付行从货款中扣除),则买方应同意延期出运。罚金不超过迟延出运货物总价的5%。罚金比率为每七天0.5%,不足七天以七天计。如果卖方比合同规定的装船时间迟延十周,则买方有权解除合同。即使解除合同,卖方也应向买方赔偿全部损失。

Should the Sellers fail to make delivery on time as stipulated in the Contract with exception of Force Majeure causes specified in Clause 15 of this Contract, the buyer's or the enduser's reason, the Buyers shall agree to postpone the delivery on condition that the Sellers agree to pay a penalty which shall be deducted by the paying bank from the payment. The penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. 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. In case the Sellers fail to make delivery ten weeks later than the time of shipment stipulated in the Contract, the Buyers shall have the right to cancel the contract and the Sellers, in spite of the cancellation, the sellers shall also indemnify the buyer for all losses.

17. 仲裁 ARBITRATION

与本合同或其执行有关的所有争端应友好协商解决。若无法达成和解,应提交中国国际经济贸易仲裁委员会(Arbitration Committee of the China Council for The Promotion of International Trade),依照该仲裁委员会所颁布的仲裁规则进行仲裁。仲裁应在北京进行,仲裁结果对双方都具有终局的约束力。任何一方不得以诉讼或其他手段谋求推翻仲裁结果。仲裁费用由失利一方承担。仲裁也可在双方共同商定的第三国进行。

All disputes 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 the Arbitration Committee of the China Council for the Promotion of International Trade in accordance with the Provisional Rules of Procedures promulgated by the said Arbitration Committee. The Arbitration shall take place in Beijing and the decision of the Arbitration Committee shall be final and binding upon both parties; 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. Or the Arbitration may be settled in the third country mutually agreed upon by both parties.

18. 一致性 CONSISTENCY

卖方在本合同项下开具的发票、装箱单和其他除运单以外单据必须与本合同严格一致。卖方在本合同项下交付商品的规格、技术指标、数量和价格等也必须与合同、发票和装箱单严格一致。如卖方违反本规定,由此而产生的一切后果由卖方承担。

The Invoice, Packing List and other documents except air waybill issued by the Seller under this contract must be strictly in conformity with the contract. Also, the commodities delivered by the Sellers under this



contract, must be strictly in conformity with the contract Invoice and Packing List in terms of specification, technical indices, quantities and price. Should the Sellers fail to abide by this stipulation, the Sellers shall take their own responsibility for all the consequences arising thereof.

19. 税费 TAXES AND DUTIES

19.1 卖方负责支付所有中国境外因执行本合同所产生的全部税费。

19.1. All taxes arising outside of China in connection with the execution of this Contract shall be borne by the Sellers.

19.2 由中华人民共和国政府根据现行税法向买方征收的与执行本合同相关的全部税费由买方承担。

19.2. All taxes in connection with, and in the execution of this Contract to be levied by the Government of the P.R.C. on the Buyers in accordance with the tax laws in effect shall be borne by the Buyers.

19.3 根据中国海关规定不能享受免税政策的货物, 其进口增值税和关税等进口相关税费由卖方承担。

19.3 According to Chinese customs regulation, the goods which cannot enjoy tax exemption policy, import taxes such as the import VAT and tariff shall be borne by the sellers.

19.4 卖方需向买方提供准确无误的产品配置, 和进口该产品所需的相关许可证件。因卖方不能提供许可证件, 或是产品明细有出入而导致的风险由卖方承担, 产生的所有损失均由卖方承担。

19.4 The sellers must provide accurate product configuration and relevant certificates of the importing product to the buyers. If the sellers cannot provide certificates, or product details aren't accurate the risk borne and all the lost shall be borne by the seller.

20. 特殊规定 SPECIAL PROVISIONS

20.1 本合同一式伍份, 买方持肆份, 卖方持一份。如双方对合同条款产生分歧, 以中文条款为准。本合同依照2000年国际贸易术语解释通则和国际商会《国际销售示范合同》制定。

20.1 In witness thereof, this Contract is made out in five originals: the Buyer keeps four originals of the five after the signing of the contract. If the two sides have differences on the terms of the contract, the Chinese shall prevail. This contract is complied with Incoterms 2000 and United Nations Convention on Contracts for the International Sale of Goods.

20.2 国际运输以快递形式发货的, 需在合同签订确认时说明。如果卖方没有提前说明, 产生的费用和 risk, 由卖方承担。

20.2 As courier delivery, the sellers need to inform the buyers when confirming the contract. If not, the cost and risk shall be borne by the Sellers.

20.3 不允许卖方发货时夹带扫描仪、独立的电脑、打印机、试剂。否则, 产生的费用和 risk, 由卖方承担。

20.3 It is not allowed shipment with scanners, independent computers, printers and reagents. If not, the cost and risk shall be borne by the Sellers.

20.4 本合同和所有的附件构成完整的协议, 任何对本协议的修改都应是书面的, 而且应有双方授权代表的签字。

20.4 This contract and all appendixes constitute the entire agreement; any amendment to this agreement shall be in writing, signed by the duly authorized representatives of each of the parties.

20.5 协议的任何一方违约或不履行此协议的实质性条款、条件或约定, 则另一方有权自行暂时中止执行直至违约方不再违约或不履行义务。签约双方将通过所有合理途径予以合作, 促使该违约或不履行能得以补救。

20.5 In the event either party is in breach or default of any of the material terms, conditions or covenants of this agreement, then the other party shall have the right to, at his discretion, suspend the execution until such moment the breaching party is no longer in breach or default. Both parties shall cooperate in every reasonable way to facilitate the remedy of a breach or default.

20.6 配置清单以中标方和浙江大学确定的为准, 如浙江大学发现配置不符要求, 卖方承诺无条件退货, 并赔偿浙江大学所造成的全部损失。

20.6 The configuration list is based on the consensus between the winning bidder and Zhejiang University. If Zhejiang University finds that the configuration list does not meet the requirements, the sellers promise



unconditional returning goods, and compensation for all the losses of Zhejiang University.

20.7 整箱货物不全是危险品而实际入了危险品仓库或者冷冻库,由此引起的额外费用,包括但不限于仓储费需由卖方承担。

20.7 If the whole box goods which are not all dangerous goods actually enter the dangerous goods warehouse or freezer, the additional cost, including but not limit to warehousing fee should be borne by the seller.

20.8 如果是卖方要求海运发货,或者跟中标方与最终用户约定的运输方式不一致,多出的清关费用包括但不限于换单费、超期仓储费、港杂费等需由卖方承担。

If the seller asks for shipping by sea, or inconsistent with the mode of shipping required by Bid party and end user's agreement, extra customs clearance charges but not limit to exchange fee, overdue storage fee, port miscellaneous fee, etc. will be borne by the seller.

20.9 外贸合同签署后,如因卖方原因引起的后续流程(免税、付汇、清关等)不能正常进行,一切风险和费用由卖方承担。

After signing contract, if subsequent process (duty-free, payment, customs clearance, etc.) can not be carried out normally caused by the seller, all the risks and expenses are borne by the seller.

20.10 同意本合同根据最终用户的要求在指定的采购网站公示。

Agree that this contract shall be published on the designated purchasing website according to the requirements of the end user.

20.11 卖方需在合同签订后 10 个工作日内向浙江大学缴纳履约保证金,并将底单盖公章后扫描给买方,以便买方上传浙大系统。

The seller should pay the performance bond to Zhejiang University within 10 working days after signing the contract, and submit the remittance document of the performance bond that covered with the official seal to the buyer so that the buyer can upload it to the System of Zhejiang University.

本合同应根据中华人民共和国法律解释。

The contract shall be interpreted in accordance with the laws of the P.R.C.

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买方:赛尔网络有限公司

THE BUYERS: CERNET CORPORATION

授权代表签字:

Authorized representative Signature

THE SELLERS: IMPACT SCIENTIFIC INSTRUMENT (HK) COMPANY LIMITED

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