

合同
CONTRACT
正本
ORIGINAL

合同编号: H2024010-A
CONTRACT NO: H2024010-A
招标编号: NBMC-20242029G
日期和地点: 2024 年 05 月 7 日 中国宁波
Date and place: MAY 7TH, 2024 Ningbo China

买方: 宁波金茂进出口有限公司 USCI: 913302037204124256
Buyer: NINGBO JIN MAO IMPORT&EXPORT CO., LTD.
Address: 宁波市海曙区丽园北路 1349 号壹都文化广场 47 号 1509 室
ROOM 1509, BUILDING 47, YIDU CULTURAL SQUARE, NO.1349 LIYUAN NORTH ROAD,
HAISHU DISTRICT, NINGBO 315010, CHINA
Tel: (86 574)87317514 Fax: (86 574)87307729 Email: jm1500@163.com

卖方: 科仁仪器(香港)有限公司
Seller: KEREN INSTRUMENTS (HONGKONG)CO.,LIMITED
ADDRESS: UNIT 1005, 10/F PROSPEROUS BLDG,48-52 DES VOEUX ROAD CENTRAL,HK.
TEL: (852) 28632165 FAX: (852) 21296268
Bank information
Bank name: Bank of Communications Offshore Banking Center
Bank address: NO 188, YINCHENGZHONG ROAD,SHANGHAI,CHINA
SWIFT: COMMCN3XOBU
Account: OSA90000063618100

中标商: 浙江省科学器材进出口有限责任公司
统一社会信用代码: 91330000142931038M
地址: 杭州市天目山路 97 号
联系人/电话: 金博 18767118175

最终用户: 宁波工程学院
The end user: Ningbo University of Technology
地址: 宁波市风华路 201 号
Address: NO.201 Feng Hua Road, NingBo China
负责老师: 于学文老师 13884467698
交货地点: 宁波市前湾新区滨海二路 769 号宁波工程学院新能源学院

(1) 本合同由买方、卖方、中标商和最终用户共同缔结, 根据本合同规定的条款, 买方和最终用户同意购买, 卖方同意出售下述商品:

This contract is made by and between the Buyers/End-user, the got bid company and Sellers, Whereby the Buyers /End-user agrees to buy and the Sellers agree to sell the under-mentioned commodity 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) 总价 Total Amount
动态光散射粒度分析仪 英文品名: Dynamic light scattering particle size analyzer 型号: ZETASIZER ULTRA 品牌: Malvern	1 SET	USD77598.00	USD77598.00
合同总价: USD77598.00(美元柒万柒仟 伍佰玖拾捌元整)	SAY TOTAL DOLLARS seventy-seven thousand five hundred and ninety-eight only		

(2) 原产地和制造厂商: 英国, 马尔文帕纳科有限公司

COUNTRY OF ORIGIN & MANUFACTURERS: UK, Malvern Panalytical Limited

(3) 交货期限: 合同签订生效之日起 150 天内到货, 到货后 30 天内完成安装调试交付验收 /空运
Delivery Date: within 150 days after signing contract, Complete installation, debugging, delivery and
acceptance within 30 days after arrival / By air

(4) 交货方式: DAP 宁波工程学院
Delivery Term: DAP Ningbo University of Technology

(5) 装运口岸: 英国主要机场
PORT OF SHIPMENT: U.K. main Airport

(6) 到货口岸: 宁波机场, 中国
PORT OF DESTINATION: NINGBO AIRPORT, CHINA

(7) 保险: 由卖方投保(到宁波工程学院-前湾新区滨海二路 769 号), 买方负责联系报关, 卖方负责由宁波机场到学校的运输、保险、卸货事宜。
INSURANCE: To be covered by the seller (Warehouse to Ningbo University of Technology, 769 Binhai Second Road, Qianwan New Area). The Buyer will handle the customs clearance and the seller will handle local delivery from the Ningbo airport to the University and the unloading.

(8) 包装: 须用坚固的纸箱或木箱包装, 适合长途运输, 防潮、防湿、防潮、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损失, 卖方应负担由此而产生的一切费用和/或损失。如果因包装箱的质量问题或单证不全原因引起的滞港, 卖方应负担所有的费用和损失。若包装有倾斜或防震标识, 需到货前通知买方, 如因通知不到导致的任何问题, 与买方无关。

PACKING: To be packed in strong carton(s) or wooden carton(s) suitable for long distance 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 packing and for any rust damage attributable to inadequate or improper protective measures taken by the Sellers and in such case or cases any and all losses and/or expenses incurred in consequence thereof shall be borne by the Sellers. Any losses and expenses of port resort that e caused by packing problem or document is not complete should be borne by the sellers. If package has to indicate "no tilt" and "no crash" marks. The seller need to notify the buyer before the arrival of the goods, or the buyer won't bear any responsibilities if there is any problem caused for this reason.

(9) 唛头: 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

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心轻放”“切勿受潮”等字样，并刷下列唛头：

SHIPPING MARK: 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 following shipping mark shall be stencilled legibly in fadeless paint:

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NINGBO AIRPORT

(10) 付款条件 TERMS OF PAYMENT:

买方开具 100%不可撤消即期信用证。其中 80%(USD62078.40)凭货运单据收取，20%(USD15519.60)凭宁波工程学院盖章的货物验收合格报告收取。

The Buyers shall open an irrevocable letter of credit in favor of the Sellers, for the total value of shipment. Eighty percent (80%- USD62078.40) of the Credit shall be available against Sellers' original shipping documents drawn at sight on the opening bank for Eighty percent (80%) invoice value accompanied by the shipping documents specified in Clause 11 hereof. The remaining Twenty percent (20%-USD15519.60) shall be available against Final Acceptance Certificate signed and stamped by the End-user Ningbo University of Technology that the goods are in conformity with the stipulation of the contract.

(11) 付款货运单据 Payments Documents:

在 LC 付款方式下，卖方应在发货后向买方银行递交以下付款单据。

The SELLER shall submit the following documents to the paying bank for payment purpose after the SELLER has effected the shipment:

11.1、空运提单，但不接受货代出的代理提单。主运单上的收货人必须是买方。

Airway bill in one copy but not House B/L. The consignee on the original bill of lading must be same as the buyer

11.2、叁份正本署名商业发票。发票应注明合同号码、代理商、买方的信息。

Signed Commercial Invoices three originals (Contract No、agent and buyer should be indicated in the invoice)

11.3、叁份正本装箱单。装箱单应注明合同号码和唛头。

Packing list in three originals (Contract No. and shipping mark should be indicated in the packing list).

11.4、投保金额为合同总额 110%，投保一切险和战争险的保险单或保险认证。

Insurance Policy/Certificate covering 110% of Total Price of Contract (invoice value) covering all risks and war risk.

11.5、卖方签发的质量和数量/重量证明书及检验报告各一份。

Certificate of Quality and Quantity/Weight and Testing Report, each in duplicate, issued by the seller

11.6、由制造商（卖方）提供一份非木质包装声明；如果货物包装有木托、木垫等木质包装材料，必须加施热处理或熏蒸的IPPC标识，并提供一份书面说明并提供木质包装声明。如因卖方提供的包装信息错误而导致买方清关报关有误而产生的滞仓，滞港或罚款等费用由卖方承担。

Declaration of non-wooden packing material issued by manufacturer (or the seller)in 1 copy, If the goods is loaded by wooden pallets or other solid wooden packing material like wooden cushion etc. Heat treatment or fumigation indicating its IPPC identification code should be printed out of package., Also one written note should be presented. The seller should pay for warehouse detention or fine caused by the wrong information from the seller of the packing when in clear customs.

11.7、正本非木质包装证明或包装箱熏蒸证明或包装箱热处理证明一份及正本发票一份和正本装箱单一份随同设备一起装运。

Beneficiary's certificates certify that 1 original of invoice and packing list, and 1 original certificate of



non-wooden packing material or 1 original fumigation certificate or 1 original certificate of heat treatment both issued by official authority are accompanied with the shipment.

(12) 技术资料: TECHNICAL DOCUMENTS:

卖方应将全套技术文件随货物运输给买方。

The Seller sends the full set of technical documentation to Buyer with delivery.

卖方应将上述货物的实验室安装要求在货物发运前提供给买方。

The Seller will send the Pre-installation requirements on the Laboratory at the Buyer's working site to the Buyer before effecting the delivery of the commodity.

(13) 装运通知: SHIPPING ADVICE:

货物全部装船后, 卖方应 24 小时内以邮件形式将空运提单、装箱单、航班号、装运日期、商品的数量、重量和价值、非木包装证明、本质材料热处理或熏蒸 IPPC 标识说明告知买方。

Immediately the goods are completely loaded, the Seller shall mail to notify the Buyer of the bill, packing list, flight no., shipment date, quantity, weight and value of shipment, Certificate of non-wooden packing material, wooden packing material certificate of heat treatment or fumigation certificate indicating its IPPC logo by Fax within 24 hours.

(14) 安装通知: INSTALLATION ADVICE

货物安全送至用户所在地后, 卖方务必要在得到买方确认可以开箱安装验收的信息后再派代表前来安装调试, 因未确认时间而擅自前来安装而产生的不便由卖方承担。

After send the goods to the end user safely, the seller should dispatch representative before confirmed information by the buyer if it could be open package then installation, the inconvenient brought by unconfirmed information will be borne by seller

(15) 质量保证: GUARANTEE OF QUALITY:

卖方保证订货系用最上等的材料和头等工艺制成, 全新, 未曾用过, 并完全符合本合同规定的质量、规格和性能。卖方保证本合同订货在正确安装、正常使用的情况下, 自货物验收合格后1年内负有免费维修的义务, 售后服务做到4小时内响应, 24小时内维修人员到场。保修期间维护、差旅、人工等一切费用由中标商承担。

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 guarantees that under the correct installation and normal use of the goods ordered under this contract, Item 1 shall have the obligation of free maintenance within 1 year from the date on which Installation Certificate signed and stamped by the End-user, And customer support service is required to response within 4 hours, Maintenance personnel shall be present within 24 hours. All costs of maintenance, travel, labor, etc. during the warranty period shall be borne by the bid winner.

(16) 检验和索赔: INSPECTION AND CLAIMS:

16.1、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, 出具检验证明书, 并说明检验的技术数据和结论。货物到达到货口岸后, 买方应就货物的质量、规格、数量和重量进行初步的检验。如发现到货的规格或数量和重量与合同不符, 除应由保险公司或航空公司负责外, 买方于货物在到货卸货后 120 天内有权拒收货物或向卖方索赔。

The manufacturers shall, before delivery make a precise and comprehensive inspection of the goods in regard to the quality、specifications、performance and quantity/weight and issue product qualification certificate. After arrival of the goods at the port of destination, the Buyer shall for a preliminary inspection of the goods in respect of their quality, specifications and quantity/ weight. If any discrepancies are found



regarding the specifications or the quantity/weight or both, except those for which the insurance company or the airline 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.

16.2、本合同第 15 条规定的保证期内，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或使用不良的原料，买方有权根据本合同向卖方索赔。

Within the guarantee period stipulated in Clause 15 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 make a claim against the seller in accordance with this contract.

Within the guarantee period stipulated in Clause 16 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.

16.3、卖方收到买方的索赔通知后，如果三十天内不答复，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 fails to reply within 30 days after receipt of the Buyer's claim.

(17) 索赔解决办法: SETTLEMENT OF CLAIMS:

如货物不符合本合同规定应由卖方负责。同时，买方按照本合同第 15 条和第 16 条的规定在索赔期限或质量保证期限内提出索赔，卖方在取得买方同意后，应按下列方式理赔：

In case the Seller are liable for the discrepancies and a claim is made by the Buyer within the period of claim or quality guarantee period as stipulated in Clause 15 and 16 of this Contract, the Seller shall settle the claim upon the agreement of the Buyer in the following ways:

17.1、同意买方退货，并将退货金额以成交币种偿还买方，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、仓租费、码头装卸费以及为保管退货而发生的一切其他必要费用。

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.

17.2、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.

17.3、调换有瑕疵的货物。换货必须全新并符合本合同规定的规格、质量和性能。卖方并负担因此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 15 条的决定，质保期保证自更换后 1 年内。

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 1 year after the date of replacement as specified in Clause 12 of this Contract.

(18) 人力不可抗拒事故: FORCE MAJEURE:

由于人力不可抗拒事故，而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给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星期，买方有权撤销本合同。

The Seller shall not be held responsible for any delay in delivery or nondelivery 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.

(19) 迟交和罚款: LATE DELIVERY AND PENALTY:

如延迟交货除人力不可抗拒事故外, 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。但卖方仍然应向买方缴付以上规定之罚款, 不得推诿或迟延。

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 Buyers have the right to terminate this Contract but the Sellers shall not thereby be exempted from the payment of penalty.

(20) 仲裁: ARBITRATION:

凡是有关本合同或执行本合同而发生的一切争议, 应通过友好协商解决。如不能解决, 则应申请中国国际贸易促进委员会对外贸易仲裁委员会按照中国国际贸易促进委员会对外贸易仲裁委员会规定的仲裁程序暂行规定在宁波进行仲裁。该仲裁委员会做出的裁决是最终的, 买卖双方均受其约束, 任何一方不得向其他机关申请变更。仲裁费用由败诉一方负担。

All disputes in connection with this Contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade, Shanghai, in accordance with the "Provisional Rules of Procedure of the Foreign Trade Arbitration commission of the China Council for the Promotion of International Trade". The arbitration shall take place in Ningbo and the decision rendered by the said commission shall be final and binding upon both parties; neither party shall seek recourse to a law court or other authorities for revising the decision. The arbitration shall be borne by the losing part.

(21) 适用法律: APPLICABLE LAW:

本合同的解释应受中华人民共和国法律的制约。

The Contract shall be interpreted in accordance with the laws of the People's Republic of China.

(22) 合同语言: Language of contract:

本合同以中-英文对照, 解释以中文为准。

The Contract is made in Chinese-English version, and shall be interpreted in Chinese.

(23) 附注: REMARKS:

本合同一式陆份, 买卖双方中标商各执一份, 最终用户执三份为凭证。

This Contract is made out in six original copies, one copy to be held by each party and the end-user to be held by four copies in witness thereof.

(24) 特殊条款: SPECIAL PROVISIONS:



24.1. 投标书（采购编号：NBMC-20242029G）及招标现场书面承诺均作为合同附件内容，与本合同具同等法律效应。

The bidding documents (purchasing NO:NBMC-20242029G) and written promises made at the site of the tender company are all regarded as the attachments to the contract.

24.2. 所有的卖方和最终用户的来往电子邮件、聊天记录和传真都将被认为是合同不可分割的部分。
Any E-mail, chat records and fax by the Sellers and the End Users shall be considered as an integral part of this Contract.

24.3. 卖方应提供产品的税则号（HS 编码）及相关免税资料，以便买方办理减免税及各项进关事宜。
Commodity H.S Code and related free-duty documents should be provided by the seller so that buyer could arrange the import free-duty procedure.

24.4. 若因本项目设备海关不予办理免税，最终用户有权决定是否继续执行本合同。如最终用户决定继续执行本合同，则由最终用户承担设备进口所产生的所有海关税款，如最终用户决定不继续执行本合同，则合同执行自行终止，中标商、买方、卖方、最终用户四方均不视作违约。

If the duty free procedure under this project cannot be approved by the customs office, The End-user have right to decision whether to continue execution of the contract. If The End-user decides to continue the execution of the contract, the end-user will pay customs duties, if the end-user decides not to continue the execution of the contract; this contract will be terminated automatically. The winner of the bid, Buyer, Seller, final end-user will not be charged for any law responsibilities.

24.5. 中标商及卖方若私自将本合同项下以外的其它货物随货一起进关的，一律按国家规定罚没，由此产生的一切经济及法律后果均由中标商及卖方承担。

Got bid company and the seller if privately import the other goods under this contract to the domestic, shall be confiscated, all the economic and legal consequences arising therefrom shall be borne by the Got bid company and the seller.

买方：宁波金茂进出口有限公司
Buyer: NINGBO JIN MAO IMPORT&EXPORT CO., LTD.

卖方：科仁仪器（香港）有限公司
Seller: KEREN INSTRUMENTS (HONGKONG) CO., LIMITED

中标商：浙江省科学器材进出口有限责任公司
Zhejiang Scientific Instruments & Materials I/E Co., Ltd

最终用户：宁波工程学院
The End-user Ningbo University of Technology

2024年05月__日



附件：配置清单

<p>ZSU3305 1 SET</p>	<p>Zetasizer Advance Series - Ultra(Red Label) for the measurement of size, molecular weight, particle concentration and zeta potential of dispersed particles & molecules</p> <p>The system includes max.10mW HeNe laser (633nm) with high sensitivity APD detector. Size/Molecular Weight by DLS/SLS measured at 173-degrees using Non-Invasive Back Scatter, 90-degree DLS/SLS measurements also possible. Unique Adaptive Correlation for faster, reproducible, DLS measurements with no data loss. Incorporates Multi-Angle Dynamic Light Scattering (MADLS) measurements for higher resolution DLS analysis and peak particle concentration analysis of samples <500nm. Zeta potential analysis incorporates M3-PALS and Constant Current Zeta Mode for measurement of zeta potential distributions and improved data quality in conductive media.</p> <p>马尔文 Zetasizer Ultra, 测量被分散的颗粒和溶液中的分子的粒度, 分子量及 Zeta 电位, 包括 10mW 氦氖激光器雪崩式 APD, NIBS 技术结合可变测量位置, 显著增加了样品浓度范围和粒度的测量范围。MADLS 多角度动态光散射技术可以提供与角度无关的高分辨率粒度测量, 在颗粒浓度测量时无需校准, 可以不添加稀释剂的情况下测量颗粒浓度, 适用单分散和多分散样品。</p>
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进口代理协议

签订日期：2024年05月7日
签订地点：宁波市
招标编号：NBMC-20242029G
协议编号：H2024010-B

委托方（甲方）：宁波工程学院
地址：宁波市风华路201号
联系人：新能源学院 于学文老师 13884467698

受托方（乙方）：宁波金茂进出口有限公司
地址：宁波市海曙区丽园北路1349号壹都文化广场47号1509室
联系人：刘淘春 0574-87317514

中标商（丙方）：浙江省科学器材进出口有限责任公司
地址：杭州市天目山路97号
联系人/电话：金博 18767118175

委托方宁波工程学院（以下简称“甲方”）与受托方宁波金茂进出口有限公司（以下简称“乙方”）以及中标商：浙江省科学器材进出口有限责任公司（以下简称“丙方”）根据对外经济贸易部《关于对外贸易代理制的暂行规定》，经友好协商，就甲方委托进口动态光散射粒度分析仪有关事宜，签订本进口代理协议，三方共同履行。

第一条 委托事项

甲方委托乙方代理进口下列货物：

货物名称：动态光散射粒度分析仪 型号：ZETASIZER ULTRA 原产地：英国 数量：1 SET

总金额：USD77598.00(美元柒万柒仟伍佰玖拾捌元整)

运输要求：丙方负责从宁波机场到用户所在地的提货以及运输事宜

交货地点：宁波市前湾新区滨海二路769号宁波工程学院新能源学院

第二条 甲方的主要义务

1、甲方委托乙方代理进口相关事宜。

2、负责将与外商或其代理商谈好的仪器设备配置、价格、技术服务及培训等条款清单寄给或传真给乙方，以便乙方及时与外商签订合同。

3、负责审核进口合同。甲方对进口合同内容负有审核义务，如认为进口合同与本代理合同不符且不能接受此种不符，应在收到进口合同副本后三日内向乙方提出书面异议，否则即视为默示同意。



4、如果不符合免税条件则根据海关实际认定的关税和增值税支付相应税款。

第三条 乙方的主要权利与义务

1、须保证本公司具有合法有效的进口代理权，并在其经批准的对外贸易范围内进行经营活动。如负责进口合同的商务谈判并以乙方名义与外商订立合同；协助甲方进行进口商务谈判，及时向甲方通报对外业务进展及合同履行情况等，根据自己的技能和判断，善意、谨慎地履行代理职责。

2、办理履行进口合同所需的各种审批、报关、商检、接货手续。根据进口合同，认真审核外商提供的相关单据(如发票、装箱单、提单、及检验证书等)。

3、保证进口合同条款符合我国法律、法规及其他外贸管理制度和国际惯例的要求，在代理活动中，依法维护甲方的权益。

4、与外商修改或变更进口合同时，不得违背本协议的规定，并应当及时通知甲方合同修改或变更的情况。

5、乙方与甲丙双方指定的科仁仪器(香港)有限公司(合同卖方)签订进口合同(合同号: H2024010-A)，乙方在收到甲方支付的全额货款合计人民币 560000.00 元(按照采购公告发布当日 2024 年 3 月 20 日中国银行 09:00 后第一个外汇牌价现汇卖出价 7.2167 折算合美元 USD77598.00)后再按照合同条款对外支付货款，乙方在实际对外付款时，应提前通知甲方、丙方。

第四条 丙方的主要权利与义务

1、丙方配合甲乙双方完成代理进口相关事宜。

2、支付外贸代理费用及其他相关的对外付汇、报关清关等进口所需费用。最终凭乙方出具的结帐资料及相关发票支付至乙方指定帐户。

3、丙方负责对海关、商检方面的技术解释工作。负责提供本进口产品的税则号(HS 编码)及相关免税申报资料给乙方，帮助乙方办理减免税及进关事宜。

4、丙方负责安排此货物开箱验收并提供相关的技术服务。丙方保证提供的设备符合政府招标文件及合同规定的技术要求，甲方在质保期内有任何问题均由丙方负责解决。

5、丙方按要求向甲方缴纳合同总额 1%的履约保证金，在合同签订时以支票、汇票、本票或者金融机构、担保机构出具的保函等非现金形式提交，项目验收合格后一次性无息退还。

甲方接受履约保证金账户：

单位名称：宁波工程学院

统一社会信用代码：12330200419525025W

地址及电话：宁波市江北区风华路 201 号 0574--87616052

开户行及帐号：宁波市农行翠柏支行 39054001040000062



第五条 货物交付及风险承担

1、交货期限：合同签订生效之日起 150 天内到货，到货后 30 天内完成安装调试交付验收/空运

2、货物从到达目的港至交付至甲方的过程，由乙方负责联系报关，运输由丙方负责，保险由甲丙双方指定的合同卖方科仁仪器（香港）有限公司按照货物价值的 110%承保一切险和战争险至目的地（宁波工程学院-前湾新区滨海二路 769 号）。

3、乙方委托的报关公司负责货物到达目的港后的报关服务。运输和提货由丙方自行负责或由乙方合作的报关公司负责，丙方支付相应的清关运输费用，在提货时，如发现商品包装有破损或出现倾斜标识异常时，应及时通告甲方和供货商，在得到同意后才能提货。同时，要求机场货站开具破损证明并及时告知乙方提起保险理赔申请。除海关查验外，乙方应保证货物的原包装。

第六条 费用及其支付

1、本协议三方签订后，甲方支付全额货款人民币 560000.00 元给乙方。乙方开具全额货款发票给甲方。

2、在进口过程中，汇率风险和国内所有费用均由丙方承担，在实际对外付款后，按照付款当日的美金汇率折算成人民币价格，若对外支付货款金额加上国内所有费用总支出少于 560000.00 元，则甲方同意将多余货款退至丙方账户，乙方凭丙方开具的咨询费或技术服务费发票退多余货款；若对外支付金额加上国内所有费用总支出超过 560000.00 元，则不足部分分两部分和丙方结算，由丙方补足。

其中货款差由乙方开具技术服务费发票问丙方收取，6%税点由丙方承担。

其他国内费用，如：开证手续费、免税手续费、清关运输费等，乙方开具代理费发票问丙方收取，开票金额为代理费+国内代收代付费用。

3、代理费金额为 4480.00（人民币肆仟肆佰捌拾元整），按货值 0.8%，最低不低于 1000 元/票。由丙方支付。

乙方银行信息：

名称： 宁波金茂进出口有限公司

帐号： 398758330395

开户行： 中国银行宁波市分行

第七条 违约责任

1、因甲丙双方未按协议规定履行义务，导致进口合同不能履行、不能完全履行、迟延履行或履行不符合约定条件的，甲丙双方无权要求返还已经支付给乙方的代理费和操作费，并应承担乙方因此对外承担的一切责任。

2、因乙方未按协议规定履行义务，导致进口合同不能履行、不能完全履行、迟延履行或履行不符合约定条件的，乙方应赔偿甲丙双方因此受到的实际损失。



3、因丙方未按协议规定履行义务，导致进口合同不能履行、不能完全履行、迟延履行或履行不符合约定条件的，丙方应赔偿甲乙双方因此受到的实际损失。

4、甲、乙、丙方因不可抗力事件，不能履行全部或部分代理协议的，免除相互间的全部或部分责任，但三方应在得知不可抗力事件发生之日起十日内通知对方，并提供有关机构出具的证明，以便乙方与外商交涉和免除乙方对外商的责任。

第八条 索赔处理

1、乙方必须认真遵守《中华人民共和国进出口商品检验法》，发现问题时，及时处理。凡属于航空公司或保险责任的，应及时向有关责任方索要货损、货差证明，向保险公司办理有关索赔手续。凡属于国外发货人责任的短重及/或品质索赔，应根据甲方要求及时申请商检，并在合同规定的索赔有效期终了前15日将商检证书送到甲方，以便甲方审核及时对外提赔。

2、乙方必须积极办理属于发货人责任的短重及/或质量索赔。乙方不承担直接的赔偿责任，但有义务代表甲方向国外发货人提赔，并须据理力争督促国外发货人尽速理赔。乙方须及时向甲方通报对外索赔进展情况，并对此索赔案负责到底直至甲方同意结案为止。索赔过程中所发生的费用由丙方承担。

3、丙方确保甲方签收的货物为全新正品，质量规格与技术指标符合招投标要求。如无法满足招投标要求，甲方有权要求丙方退换货。因退换货产生的相关损失，由丙方全权负责赔偿。

第九条 争议的解决

本协议执行过程中发生的争议由三方友好协商解决，协商解决不成时，三方一致同意选择下列第1种方式解决：（1）提交宁波市仲裁委员会仲裁；（2）提交中国国际经济贸易仲裁委员会仲裁；（3）依法向人民法院起诉。

第十条 其他

1、甲丙双方保证进口货物不属于国家禁止进出口的物品，并保证货物与名称相符。因甲丙双方的原因在海关和出入境检验检疫部门造成的滞报、滞港等而产生的责任和损失，由相关责任方承担。但是乙方必须将相关信息及时准确地告诉甲丙双方。

2、本协议未尽事宜，三方另行协商。如一方要求变更合同条款，须经另两方同意方可生效。

3、本协议自三方签字或盖章之日起正式生效，合同执行完毕后本协议终止。

4、本协议一式伍份，甲方执叁份，乙、丙双方各执壹份，具有同等法律效力。

5、凡有关本协议的通知、请求或其他通讯往来，须以文字为准，可采用书信、传真等方式传递。本协议文首部分所列甲、乙、丙三方的地址即为三方的收件地址。



委托方：宁波工程学院（盖章）

授权代表：_____（签字）



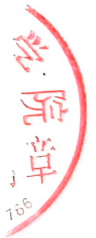
代理方：宁波金茂进出口有限公司（盖章）

授权代表：_____（签字）



中标商：浙江省科学器材进出口有限责任公司（盖章）

授权代表：_____（签字）




履约保证金支付凭证

(此保证金凭证一分为二, 协议编号 H2024010-B 保证金 5600 元)

中国工商银行 网上银行电子回单

电子回单号码: 0070-2070-5892-1100

打印日期: 2024年4月19日

付款人	户名	浙江省科学器材进出口有限责任公司	收款人	户名	宁波工程学院
	账号	1202022709006500176		账号	39054001040000062
	开户银行	工行杭州保俶支行		开户银行	中国农业银行股份有限公司宁波翠柏支行
金额	¥12,600.00元		金额(大写)	人民币 壹万贰仟陆佰元整	
摘要	履约保证金		业务(产品)种类	跨行发报	
用途	履约保证金				
交易流水号	95027261	时间戳	2024-04-19-16.12.53.823959		
	备注: 履约保证金, 转宁波市农行翠柏分理处				
	附言: 履约保证金, 转宁波市农行翠柏分理处 业务类型(种类): 普通汇兑 指令编号: HQP2588588919 提交人: 0900650017600001.c.1202 最终授权人: 231152.c.1202 委托日期: 2024-04-20 支付交易序号: 97801535				
记账网点	00226	记账柜员	00099	记账日期	2024年04月19日

重要提示:

1. 如果您是收款方, 请到工行网站www.icbc.com.cn电子回单验证处进行回单验证。2. 本回单不作为收款方发货依据, 请勿重复记账。3. 您可以选择发送邮件, 将此电子回单发送给指定的接收人。

【打印回单】 【发到邮箱】 【关闭窗口】



合同
CONTRACT
正本
ORIGINAL

合同编号: H2024011-A
CONTRACT NO: H2024011-A
招标编号: NBMC-20242029G
日期和地点: 2024年05月7日 中国宁波
Date and place: MAY 7TH, 2024 Ningbo China

买方: 宁波金茂进出口有限公司 USCI: 913302037204124256
Buyer: NINGBO JIN MAO IMPORT&EXPORT CO., LTD.
Address: 宁波市海曙区丽园北路 1349 号壹都文化广场 47 号 1509 室
ROOM 1509, BUILDING 47, YIDU CULTURAL SQUARE, NO.1349 LIYUAN NORTH ROAD,
HAISHU DISTRICT, NINGBO 315010, CHINA
Tel: (86 574)87317514 Fax: (86 574)87307729 Email:jm1500@163.com

卖方: 科仁仪器(香港)有限公司
Seller: KEREN INSTRUMENTS (HONGKONG)CO.,LIMITED
ADDRESS: UNIT 1005, 10/F PROSPEROUS BLDG,48-52 DES VOEUX ROAD CENTRAL,HK.
TEL: (852) 28632165 FAX: (852) 21296268
Bank information
Bank name: Bank of Communications Offshore Banking Center
Bank address: NO 188, YINCHENGZHONG ROAD,SHANGHAI,CHINA
SWIFT: COMMCN3XOBU
Account: OSA90000063618100

中标商: 浙江省科学器材进出口有限责任公司
统一社会信用代码: 91330000142931038M
地址: 杭州市天目山路 97 号
联系人/电话: 金博 18767118175

最终用户: 宁波工程学院
The end user: Ningbo University of Technology
地址: 宁波市风华路 201 号
Address: NO.201 Feng Hua Road, NingBo China
负责老师: 于学文老师 13884467698
交货地点: 宁波市前湾新区滨海二路 769 号宁波工程学院新能源学院

(1) 本合同由买方、卖方、中标商和最终用户共同缔结, 根据本合同规定的条款, 买方和最终用户同意购买, 卖方同意出售下述商品:

This contract is made by and between the Buyers/End-user, the got bid company and Sellers, Whereby the Buyers /End-user agrees to buy and the Sellers agree to sell the under-mentioned commodity 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) 总价 Total Amount
比表面分析仪 英文品名: Surface area analyzer 型号: Autosorb 6100 品牌: 安东帕/Anton Paar	1 SET	USD96997.00	USD96997.00
合同总价: USD96997.00(美元玖万陆仟玖佰玖拾柒元整)	SAY TOTAL DOLLARS ninety-six thousand nine hundred and ninety-seven only		

(2) 原产地和制造厂商: 美国 /Anton Paar QuantaTec Inc.
COUNTRY OF ORIGIN & MANUFACTURERS: USA/Anton Paar QuantaTec Inc.

(3) 交货期限: 合同签订生效之日起 120 天内到货, 到货后 30 天内完成安装调试交付验收 /空运
Delivery Date: within 120 days after signing contract, Complete installation, debugging, delivery and acceptance within 30 days after arrival / By air

(4) 交货方式: DAP 宁波工程学院
Delivery Term: DAP Ningbo University of Technology

(5) 装运口岸: 美国任意机场
PORT OF SHIPMENT: ANY AIRPORT OF USA

(6) 到货口岸: 宁波机场, 中国
PORT OF DESTINATION: NINGBO AIRPORT, CHINA

(7) 保险: 由卖方投保(到宁波工程学院-前湾新区滨海二路 769 号), 买方负责联系报关, 卖方负责由宁波机场到学校的运输、保险、卸货事宜。

INSURANCE: To be covered by the seller (Warehouse to Ningbo University of Technology, 769 Binhai Second Road, Qianwan New Area). The Buyer will handle the customs clearance and the seller will handle local delivery from the Ningbo airport to the University and the unloading.

(8) 包装: 须用坚固的纸箱或木箱包装, 适合长途运输, 防潮、防湿、防潮、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损失, 卖方应负担由此而产生的一切费用和/或损失。如果因包装箱的质量问题或单证不全原因引起的滞港, 卖方应负担所有的费用和损失。若包装有倾斜或防震标识, 需到货前通知买方, 如因通知不到导致的任何问题, 与买方无关。

PACKING: To be packed in strong carton(s) or wooden carton(s) suitable for long distance 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 packing and for any rust damage attributable to inadequate or improper protective measures taken by the Sellers and in such case or cases any and all losses and/or expenses incurred in consequence thereof shall be borne by the Sellers. Any losses and expenses of port resort that e caused by packing problem or document is not complete should be borne by the sellers. If package has to indicate "no tilt" and "no crash" marks. The seller need to notify the buyer before the arrival of the goods, or the buyer won't bear any responsibilities if there is any problem caused for this reason.

(9) 唛头: 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, 并刷下列唛头:

SHIPPING MARK: 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 following shipping mark shall be stencilled legibly in fadeless paint:

H2024011-A

NINGBO AIRPORT

(10) 付款条件 TERMS OF PAYMENT:

买方开具 100% 不可撤销即期信用证。其中 80%(USD77597.60) 凭货运单据收取, 20%(USD19399.40) 凭宁波工程学院盖章的货物验收合格报告收取。

The Buyers shall open an irrevocable letter of credit in favor of the Sellers, for the total value of shipment. Eighty percent (80%- USD77597.60) of the Credit shall be available against Sellers' original shipping documents drawn at sight on the opening bank for Eighty percent (80%) invoice value accompanied by the shipping documents specified in Clause 11 hereof. The remaining Twenty percent (20%-USD19399.40) shall be available against Final Acceptance Certificate signed and stamped by the End-user Ningbo University of Technology that the goods are in conformity with the stipulation of the contract.

(11) 付款货运单据 Payments Documents:

在 LC 付款方式下, 卖方应在发货后向买方银行递交以下付款单据。

The SELLER shall submit the following documents to the paying bank for payment purpose after the SELLER has effected the shipment:

11.1、空运提单, 但不接受货代出的代理提单。主运单上的收货人必须是买方。

Airway bill in one copy but not House B/L. The consignee on the original bill of lading must be same as the buyer

11.2、叁份正本署名商业发票。发票应注明合同号码、代理商、买方的信息。

Signed Commercial Invoices three originals (Contract No、agent and buyer should be indicated in the invoice)

11.3、叁份正本装箱单。装箱单应注明合同号码和唛头。

Packing list in three originals (Contract No. and shipping mark should be indicated in the packing list).

11.4、投保金额为合同总额 110%, 投保一切险和战争险的保险单或保险认证。

Insurance Policy/Certificate covering 110% of Total Price of Contract (invoice value) covering all risks and war risk.

11.5、卖方签发的质量和数量/重量证明书及检验报告各一份。

Certificate of Quality and Quantity/Weight and Testing Report, each in duplicate, issued by the seller

11.6、由制造商(卖方)提供一份非木质包装声明; 如果货物包装有木托、木垫等木质包装材料, 必须加施热处理或熏蒸的IPPC标识, 并提供一份书面说明并提供木质包装声明。如因卖方提供的包装信息错误而导致买方清关报关有误而产生的滞仓, 滞港或罚款等费用由卖方承担。

Declaration of non-wooden packing material issued by manufacturer (or the seller) in 1 copy, If the goods is loaded by wooden pallets or other solid wooden packing material like wooden cushion etc. Heat treatment or fumigation indicating its IPPC identification code should be printed out of package. Also one written note should be presented. The seller should pay for warehouse detention or fine caused by the wrong information from the seller of the packing when in clear customs.

11.7、正本非木质包装证明或包装箱熏蒸证明或包装箱热处理证明一份及正本发票一份和正本装箱单一份随同设备一起装运。

Beneficiary's certificates certify that 1 original of invoice and packing list, and 1 original certificate of non-wooden packing material or 1 original fumigation certificate or 1 original certificate of heat treatment both issued by official authority are accompanied with the shipment.



(12) 技术资料: TECHNICAL DOCUMENTS:

卖方应将全套技术文件随货物运输给买方。

The Seller sends the full set of technical documentation to Buyer with delivery.

卖方应将上述货物的实验室安装要求在货物发运前提供给买方。

The Seller will send the Pre-installation requirements on the Laboratory at the Buyer's working site to the Buyer before effecting the delivery of the commodity.

(13) 装运通知: SHIPPING ADVICE:

货物全部装船后, 卖方应 24 小时内以邮件形式将空运提单、装箱单、航班号、装运日期、商品的数量、重量和价值、非木包装证明、本质材料热处理或熏蒸 IPPC 标识说明告知买方。

Immediately the goods are completely loaded, the Seller shall mail to notify the Buyer of the bill, packing list, flight no., shipment date, quantity, weight and value of shipment, Certificate of non-wooden packing material, wooden packing material certificate of heat treatment or fumigation certificate indicating its IPPC logo by Fax within 24 hours.

(14) 安装通知: INSTALLATION ADVICE

货物安全送至用户所在地后, 卖方务必要在得到买方确认可以开箱安装验收的信息后再派代表前来安装调试, 因未确认时间而擅自前来安装而产生的不便由卖方承担。

After send the goods to the end user safely, the seller should dispatch representative before confirmed information by the buyer if it could be open package then installation, the inconvenient brought by unconfirmed information will be borne by seller

(15) 质量保证: GUARANTEE OF QUALITY:

卖方保证订货系用最上等的材料和头等工艺制成, 全新, 未曾用过, 并完全符合本合同规定的质量、规格和性能。卖方保证本合同订货在正确安装、正常使用的情况下, 自货物验收合格后3年内负有免费维修的义务, 售后服务做到4小时内响应, 24小时内维修人员到场。保修期间维护、差旅、人工等一切费用由中标商承担。

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 guarantees that under the correct installation and normal use of the goods ordered under this contract, Item 1 shall have the obligation of free maintenance within 3 years from the date on which Installation Certificate signed and stamped by the End-user, And customer support service is required to response within 4 hours, Maintenance personnel shall be present within 24 hours. All costs of maintenance, travel, labor, etc. during the warranty period shall be borne by the bid winner.

(16) 检验和索赔: INSPECTION AND CLAIMS:

16.1、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, 出具检验证明书, 并说明检验的技术数据和结论。货物到达到货口岸后, 买方应就货物的质量、规格、数量和重量进行初步的检验。如发现到货的规格或数量和重量与合同不符, 除应由保险公司或航空公司负责外, 买方于货物在到货卸货后 120 天内有权拒收货物或向卖方索赔。

The manufacturers shall, before delivery make a precise and comprehensive inspection of the goods in regard to the quality、specifications、performance and quantity/weight and issue product qualification certificate. After arrival of the goods at the port of destination, the Buyer shall for a preliminary inspection of the goods in respect of their quality, specifications and quantity/ weight. If any discrepancies are found regarding the specifications or the quantity/weight or both, except those for which the insurance company or the airline 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.



16.2、本合同第 15 条规定的保证期内，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或使用不良的原料，买方有权根据本合同向卖方索赔。

Within the guarantee period stipulated in Clause 15 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 make a claim against the seller in accordance with this contract.

Within the guarantee period stipulated in Clause 16 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.

16.3、卖方收到买方的索赔通知后，如果三十天内不答复，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 fails to reply within 30 days after receipt of the Buyer's claim.

(17) 索赔解决办法: SETTLEMENT OF CLAIMS:

如货物不符合本合同规定应由卖方负责。同时，买方按照本合同第 15 条和第 16 条的规定在索赔期限或质量保证期限内提出索赔，卖方在取得买方同意后，应按下列方式理赔：

In case the Seller are liable for the discrepancies and a claim is made by the Buyer within the period of claim or quality guarantee period as stipulated in Clause 15 and 16 of this Contract, the Seller shall settle the claim upon the agreement of the Buyer in the following ways:

17.1、同意买方退货，并将退货金额以成交币种偿还买方，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、仓租费、码头装卸费以及为保管退货而发生的一切其他必要费用。

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.

17.2、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。

Devalue the goods according to the degree of inferiority, extent of damage and amount of losses suffered by the Buyer.

17.3、调换有瑕疵的货物。换货必须全新并符合本合同规定的规格、质量和性能。卖方并负担因此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 15 条的决定，质保期保证自更换后 3 年内。

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 3 years after the date of replacement as specified in Clause 12 of this Contract.

(18) 人力不可抗拒事故: FORCE MAJEURE:

由于人力不可抗拒事故，而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给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星期，买方有权撤销本合同。

The Seller shall not be held responsible for any delay in delivery or nondelivery 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

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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.

(19) 迟交和罚款: LATE DELIVERY AND PENALTY:

如延迟交货除人力不可抗拒事故外, 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。但卖方仍然应向买方缴付以上规定之罚款, 不得推诿或迟延。

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 Buyers have the right to terminate this Contract but the Sellers shall not thereby be exempted from the payment of penalty.

(20) 仲裁: ARBITRATION:

凡是有关本合同或执行本合同而发生的一切争议, 应通过友好协商解决。如不能解决, 则应申请中国国际贸易促进委员会对外贸易仲裁委员会按照中国国际贸易促进委员会对外贸易仲裁委员会规定的仲裁程序暂行规定在宁波进行仲裁。该仲裁委员会做出的裁决是最终的, 买卖双方均受其约束, 任何一方不得向其他机关申请变更。仲裁费用由败诉一方负担。

All disputes in connection with this Contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, the case should then be submitted for arbitration to the Foreign Trade Arbitration Commission of the China Council for the Promotion of International Trade, Shanghai, in accordance with the "Provisional Rules of Procedure of the Foreign Trade Arbitration commission of the China Council for the Promotion of International Trade". The arbitration shall take place in Ningbo and the decision rendered by the said commission shall be final and binding upon both parties; neither party shall seek recourse to a law court or other authorities for revising the decision. The arbitration shall be borne by the losing part.

(21) 适用法律: APPLICABLE LAW:

本合同的解释应受中华人民共和国法律的制约。

The Contract shall be interpreted in accordance with the laws of the People's Republic of China.

(22) 合同语言: Language of contract:

本合同以中-英文对照, 解释以中文为准。

The Contract is made in Chinese-English version, and shall be interpreted in Chinese.

(23) 附注: REMARKS:

本合同一式陆份, 买卖双方中标商各执一份, 最终用户执三份为凭证。

This Contract is made out in six original copies, one copy to be held by each party and the end-user to be held by four copies in witness thereof.

(24) 特殊条款: SPECIAL PROVISIONS:

24.1. 投标书(采购编号: NBMC-20242029G)及招标现场书面承诺均作为合同附件内容, 与本合同具同等法律效应。

The bidding documents (purchasing NO:NBMC-20242029G) and written promises made at the site of the



tender company are all regarded as the attachments to the contract.

24.2.所有的卖方和最终用户的来往电子邮件、聊天记录和传真都将被认为是合同不可分割的部分。Any E-mail,chat records and fax by the Sellers and the End Users shall be considered as an integral part of this Contract.

24.3.卖方应提供产品的税则号（HS 编码）及相关免税资料，以便买方办理减免税及各项进关事宜。Commodity H.S Code and related free-duty documents should be provided by the seller so that buyer could arrange the import free-duty procedure.

24.4.若因本项目设备海关不予办理免税，最终用户有权决定是否继续执行本合同。如最终用户决定继续执行本合同，则由最终用户承担设备进口所产生的所有海关税款，如最终用户决定不继续执行本合同，则合同执行自行终止，中标商、买方、卖方、最终用户四方均不视作违约。

If the duty free procedure under this project cannot be approved by the customs office, The End-user have right to decision whether to continue execution of the contract. If The End-user decides to continue the execution of the contract, the end-user will pay customs duties, if the end-user decides not to continue the execution of the contract; this contract will be terminated automatically. The winner of the bid, Buyer, Seller, final end-user will not be charged for any law responsibilities.

24.5.中标商及卖方若私自将本合同项下以外的其它货物随货一起进关的，一律按国家规定罚没，由此产生的一切经济及法律后果均由中标商及卖方承担。

Got bid company and the seller if privately import the other goods under this contract to the domestic , shall be confiscated, all the economic and legal consequences arising therefrom shall be borne by the Got bid company and the seller.

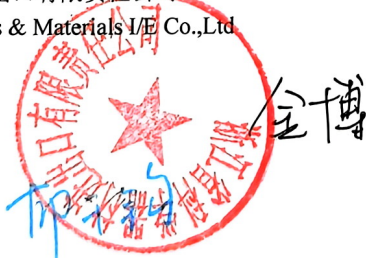
买方：宁波金茂进出口有限公司
Buyer: NINGBO JIN MAO IMPORT&EXPORT CO., LTD.



科仁仪器（香港）有限公司
Seller: KEREN INSTRUMENTS (HONGKONG) CO., LIMITED



中标商：浙江省科学器材进出口有限责任公司
Zhejiang Scientific Instruments & Materials I/E Co.,Ltd



最终用户：宁波工程学院
The End-user: Ningbo University of Technology



2024年05月__日



附件：配置清单

序号	货物名称	数量
1	比表面分析仪主机 Autosorb 6100	1
2	液位传感器	2
3	加热包	2
4	3L 杜瓦瓶	1
5	冷阱杜瓦瓶	1
6	O 型圈	20
7	减压阀	2
8	电脑	1



进口代理协议

签订日期：2024年05月7日

签订地点：宁波市

招标编号：NBMC-20242029G

协议编号：H2024011-B

委托方（甲方）：宁波工程学院
地址：宁波市风华路201号
联系人：新能源学院 于学文老师 13884467698

受托方（乙方）：宁波金茂进出口有限公司
地址：宁波市海曙区丽园北路1349号壹都文化广场47号1509室
联系人：刘淘春 0574-87317514

中标商（丙方）：浙江省科学器材进出口有限责任公司
地址：杭州市天目山路97号
联系人/电话：金博 18767118175

委托方宁波工程学院（以下简称“甲方”）与受托方宁波金茂进出口有限公司（以下简称“乙方”）以及中标商：浙江省科学器材进出口有限责任公司（以下简称“丙方”）根据对外经济贸易部《关于对外贸易代理制的暂行规定》，经友好协商，就甲方委托进口比表面分析仪有关事宜，签订本进口代理协议，三方共同履行。

第一条 委托事项

甲方委托乙方代理进口下列货物：

货物名称：比表面分析仪 型号：Autosorb 6100 原产地：美国 数量：1 SET

总金额：USD96997.00(美元玖万陆仟玖佰玖拾柒元整)

运输要求：丙方负责从宁波机场到用户所在地的提货以及运输事宜

交货地点：宁波市前湾新区滨海二路769号宁波工程学院新能源学院

第二条 甲方的主要义务

1、甲方委托乙方代理进口相关事宜。

2、负责将与外商或其代理商谈好的仪器设备配置、价格、技术服务及培训等条款清单寄给或传真给乙方，以便乙方及时与外商签订合同。

3、负责审核进口合同。甲方对进口合同内容负有审核义务，如认为进口合同与本代理合同不符且不能接受此种不符，应在收到进口合同副本后三日内向乙方提出书面异议，否则即视为默示同意。



4、如果不符合免税条件则根据海关实际认定的关税和增值税支付相应税款。

第三条 乙方的主要权利与义务

1、须保证本公司具有合法有效的进口代理权，并在其经批准的对外贸易范围内进行经营活动。如负责进口合同的商务谈判并以乙方名义与外商订立合同；协助甲方进行进口商务谈判，及时向甲方通报对外业务进展及合同履行情况等，根据自己的技能和判断，善意、谨慎地履行代理职责。

2、办理履行进口合同所需的各种审批、报关、商检、接货手续。根据进口合同，认真审核外商提供的相关单据(如发票、装箱单、提单、及检验证书等)。

3、保证进口合同条款符合我国法律、法规及其他外贸管理制度和国际惯例的要求，在代理活动中，依法维护甲方的权益。

4、与外商修改或变更进口合同时，不得违背本协议的规定，并应当及时通知甲方合同修改或变更的情况。

5、乙方与甲丙双方指定的科仁仪器(香港)有限公司(合同卖方)签订进口合同(合同号: H2024011-A)，乙方在收到甲方支付的全额货款合计人民币 700000.00 元(按照采购公告发布当日 2024 年 3 月 20 日中国银行 09: 00 后第一个外汇牌价现汇卖出价 7.2167 折算合美元 USD96997.00)后再按照合同条款对外支付货款，乙方在实际对外付款时，应提前通知甲方、丙方。

第四条 丙方的主要权利与义务

1、丙方配合甲乙双方完成代理进口相关事宜。

2、支付外贸代理费用及其他相关的对外付汇、报关清关等进口所需费用。最终凭乙方出具的结帐资料及相关发票支付至乙方指定帐户。

3、丙方负责对海关、商检方面的技术解释工作。负责提供本进口产品的税则号(HS 编码)及相关免税申报资料给乙方，帮助乙方办理减免税及进关事宜。

4、丙方负责安排此货物开箱验收并提供相关的技术服务。丙方保证提供的设备符合政府招投标文件及合同规定的技术要求，甲方在质保期内有任何问题均由丙方负责解决。

5、丙方按要求向甲方缴纳合同总额 1%的履约保证金，在合同签订时以支票、汇票、本票或者金融机构、担保机构出具的保函等非现金形式提交，项目验收合格后一次性无息退还。

甲方接受履约保证金账户：

单位名称:宁波工程学院

统一社会信用代码:12330200419525025W

地址及电话:宁波市江北区风华路 201 号 0574--87616052



开户行及帐号:宁波市农行翠柏支行 39054001040000062

第五条 货物交付及风险承担

1、交货期限:合同签订生效之日起 120 天内到货,到货后 30 天内完成安装调试交付验收 / 空运

2、货物从到达目的港至交付至甲方的过程,由乙方负责联系报关,运输由丙方负责,保险由甲丙双方指定的合同卖方科仁仪器(香港)有限公司按照货物价值的 110%承保一切险和战争险至目的地(宁波工程学院-前湾新区滨海二路 769 号)。

3、乙方委托的报关公司负责货物到达目的港后的报关服务。运输和提货由丙方自行负责或由乙方合作的报关公司负责,丙方支付相应的清关运输费用,在提货时,如发现商品包装有破损或出现倾斜标识异常时,应及时通告甲方和供货商,在得到同意后才能提货。同时,要求机场货站开具破损证明并及时告知乙方提起保险理赔申请。除海关查验外,乙方应保证货物的原包装。

第六条 费用及其支付

1、本协议三方签订后,甲方支付全额货款人民币 700000.00 元给乙方。乙方开具全额货款发票给甲方。

2、在进口过程中,汇率风险和国内所有费用均由丙方承担,在实际对外付款后,按照付款当日的美金汇率折算成人民币价格,若对外支付货款金额加上国内所有费用总支出少于 700000.00 元,则甲方同意将多余货款退至丙方账户,乙方凭丙方开具的咨询费或技术服务费发票退多余货款;若对外支付金额加上国内所有费用总支出超过 700000.00 元,则不足部分分两部分和丙方结算,由丙方补足。

其中货款差由乙方开具技术服务费发票问丙方收取,6%税点由丙方承担。

其他国内费用,如:开证手续费、免税手续费、清关运输费等,乙方开具代理费发票问丙方收取,开票金额为代理费+国内代收代付费用。

3、代理费金额为 5600.00 (人民币伍仟陆佰元整),按货值 0.8%,最低不低于 1000 元/票。由丙方支付。

乙方银行信息:

名称: 宁波金茂进出口有限公司

帐号: 398758330395

开户行: 中国银行宁波市分行

第七条 违约责任

1、因甲丙双方未按协议规定履行义务,导致进口合同不能履行、不能完全履行、迟延履行或履行不符合约定条件的,甲丙双方无权要求返还已经支付给乙方的代理费和操作费,并应承担乙方因此对外承担的一切责任。



2、因乙方未按协议规定履行义务，导致进口合同不能履行、不能完全履行、迟延履行或履行不符合约定条件的，乙方应赔偿甲丙双方因此受到的实际损失。

3、因丙方未按协议规定履行义务，导致进口合同不能履行、不能完全履行、迟延履行或履行不符合约定条件的，丙方应赔偿甲乙双方因此受到的实际损失。

4、甲、乙、丙方因不可抗力事件，不能履行全部或部分代理协议的，免除相互间的全部或部分责任，但三方应在得知不可抗力事件发生之日起十日内通知对方，并提供有关机构出具的证明，以便乙方与外商交涉和免除乙方对外商的责任。

第八条 索赔处理

1、乙方必须认真遵守《中华人民共和国进出口商品检验法》，发现问题时，及时处理。凡属于航空公司或保险责任的，应及时向有关责任方索要货损、货差证明，向保险公司办理有关索赔手续。凡属于国外发货人责任的短重及/或品质索赔，应根据甲方要求及时申请商检，并在合同规定的索赔有效期终了前15日将商检证书送到甲方，以便甲方审核及时对外提赔。

2、乙方必须积极办理属于发货人责任的短重及/或质量索赔。乙方不承担直接的赔偿责任，但有义务代表甲方向国外发货人提赔，并须据理力争督促国外发货人尽速理赔。乙方须及时向甲方通报对外索赔进展情况，并对此索赔案负责到底直至甲方同意结案为止。索赔过程中所发生的费用由丙方承担。

3、丙方确保甲方签收的货物为全新正品，质量规格与技术指标符合招投标要求。如无法满足招投标要求，甲方有权要求丙方退换货。因退换货产生的相关损失，由丙方全权负责赔偿。

第九条 争议的解决

本协议执行过程中发生的争议由三方友好协商解决，协商解决不成时，三方一致同意选择下列第1种方式解决：（1）提交宁波市仲裁委员会仲裁；（2）提交中国国际经济贸易仲裁委员会仲裁；（3）依法向人民法院起诉。

第十条 其他

1、甲丙双方保证进口货物不属于国家禁止进出口的物品，并保证货物与名称相符。因甲丙双方的原因在海关和出入境检验检疫部门造成的滞报、滞港等而产生的责任和损失，由相关责任方承担。但是乙方必须将相关信息及时准确地告诉甲丙双方。

2、本协议未尽事宜，三方另行协商。如一方要求变更合同条款，须经另两方同意方可生效。

3、本协议自三方签字或盖章之日起正式生效，合同执行完毕后本协议终止。

4、本协议一式伍份，甲方执叁份，乙、丙双方各执壹份，具有同等法律效力。

5、凡有关本协议的通知、请求或其他通讯往来，须以文字为准，可采用书信、传真等



方式传递。本协议文首部分所列甲、乙、丙三方的地址即为三方的收件地址。

委托方：宁波工程学院（盖章）

授权代表：_____（签字）



代理方：宁波金茂进出口有限公司（盖章）

授权代表：_____（签字）

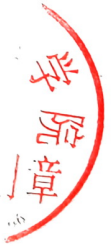


中标商：浙江省科学器材进出口有限责任公司（盖章）

授权代表：_____（签字）



金博




履约保证金支付凭证

(此保证金凭证一分为二, 协议编号 H2024011-B 保证金 7000 元)

中国工商银行 网上银行电子回单

电子回单号码: 0070-2070-5892-1100

打印日期: 2024年4月19日

付款人	户名	浙江省科学器材进出口有限责任公司	收款人	户名	宁波工程学院
	账号	1202022709006500176		账号	39054001040000062
	开户银行	工行杭州保德支行		开户银行	中国农业银行股份有限公司宁波翠柏支行
金额	¥12,600.00元		金额(大写)	人民币 壹万贰仟陆佰元整	
摘要	履约保证金		业务(产品)种类	跨行发报	
用途	履约保证金				
交易流水号	95027261	时间戳	2024-04-19-16.12.53.823959		
电子回单 专用章	备注: 履约保证金, 转宁波市农行翠柏分理处 附言: 履约保证金, 转宁波市农行翠柏分理处 业务类型(种类): 普通汇兑 指令编号: HQP2588588919 提交人: 0900650017600001.c.1202 最终授权人: 231152.c.1202 委托日期: 2024-04-20 支付交易序号: 97801535				
	验证码: cEn49a0IpAJFLqvT+icfMi z21L8=				
记账网点	00226	记账柜员	00099	记账日期	2024年04月19日

重要提示:

1. 如果您是收款方, 请到工行网站 www.icbc.com.cn 电子回单验证处进行回单验证。2. 本回单不作为收款方发货依据, 并请勿重复记账。3. 您可以选择发送邮件, 将此电子回单发送给指定的接收人。

【打印回单】【发到邮箱】【关闭窗口】

