

项目编号: OITC-G230660888
Project number: OITC-G230660888

北京量子信息科学研究院
科研仪器设备电子能量分析系统
政府采购合同

买方(采购人): 北京量子信息科学研究院

卖方(成交人): 盛达欧科(北京)分析仪器有限公司

签署日期: 2018.12.12



目录 CATALOG

第一章 合同书 CHAPTER 1 CONTRACT.....	1
1. 项目内容 PROJECT CONTENT.....	2
2. 合同金额 CONTRACT AMOUNT.....	2
3. 付款条件 PAYMENT TERM.....	3
4. 交货时间、地点 DELIVERY TIME AND LOCATION.....	4
5. 合同生效 ENTRY INTO FORCE OF THE CONTRACT.....	4
第二章 合同通用条款.....	7
CHAPTER II: GENERAL CONTRACTUAL TERMS.....	7
1. 定义 DEFINITION.....	7
2. 技术规范 TECHNICAL SPECIFICATIONS.....	8
3. 所有权转移、风险承担 TRANSFER OF OWNERSHIP, ASSUMPTION OF RISK.....	8
4. 知识产权 INTELLECTUAL PROPERTY.....	9
5. 包装要求 PACKAGING REQUIREMENTS.....	9
6. 装运标志 SHIPPING SIGNS.....	10
7. 交货方式、装运通知 MODE OF DELIVERY, SHIPPING NOTIFICATION.....	10
8. 保险 INSURANCE.....	11
9. 付款条件 PAYMENT TERMS.....	11
10. 技术资料 TECHNICAL DATA.....	11
11. 质量保证 QUALITY ASSURANCE.....	12
12. 检验、验收 INSPECTION AND ACCEPTANCE.....	13
13. 索赔 CLAIMS.....	15
14. 迟延交货 DELAY IN DELIVERY.....	16
15. 违约赔偿 DAMAGES FOR BREACH OF CONTRACT.....	17
16. 不可抗力 FORCE MAJEURE.....	18
17. 税费 TAX.....	19
18. 履约保证金 PERFORMANCE BONDS.....	19
19. 售后服务 AFTER-SALES SERVICE.....	20
20. 培训 TRAINING.....	20
21. 争议解决 DISPUTE RESOLUTION.....	21
22. 违约解除合同 TERMINATION OF CONTRACT IN BREACH OF CONTRACT.....	21
23. 破产终止合同 BANKRUPTCY TERMINATION OF THE CONTRACT.....	22
24. 转让、分包 ASSIGNMENT AND SUBCONTRACTING.....	22
25. 合同修改 MODIFICATION OF CONTRACT.....	23
26. 通知 NOTICE.....	24
27. 计量单位 UNITS OF MEASUREMENT.....	24
28. 适用法律 APPLICABLE LAW.....	24
29. 合同生效和其它 ENTRY INTO FORCE OF THE CONTRACT AND OTHERS.....	25
第三章 合同专用条款.....	27
CHAPTER III: SPECIAL CLAUSES FOR CONTRACTS.....	27

1. 定义 DEFINITION	27
7. 交货方式、装运通知 MODE OF DELIVERY AND NOTICE OF SHIPMENT	27
11. 质量保证 QUALITY ASSURANCE	28
12. 检验、验收 INSPECTION AND ACCEPTANCE	28
13. 索赔 CLAIMS	29
15. 违约赔偿 COMPENSATION FOR BREACH OF CONTRACT	30
16. 不可抗力 FORCE MAJEURE	30
17. 税费 TAX	30
18. 履约保证金 PERFORMANCE BONDS	30
21. 争议解决 DISPUTE RESOLUTION	31
26. 通知 NOTICE	31
附件 1 ANNEX 1	33
货物清单一览表	33
LIST OF GOODS	33
附件 2 ANNEX 2	34
服务及培训承诺函	34
SERVICE AND TRAINING COMMITMENT LETTER	34

政府采购项目文档是一个有机整体，包括但不限于以下文件，互为补充，相互解释，其优先支配地位的次序如下：

- 1) 本政府采购合同；
- 2) 成交通知书；
- 3) 投标文件/响应文件（含澄清文件）；
- 4) 采购文件（含更正文件）；

除非另有约定，本项目合同履行过程中，双方共同签署的补充协议，以及经双方同意纳入本项目的会议纪要、备忘录、来往函件及其他文件，也视为本政府采购项目文档的组成部分。

The government procurement project document is an organic whole, including but not limited to the following documents, which are complementary and mutually interpreted, and their precedence is as follows:

- 1) This government procurement contract;
- 2) Transaction notice;
- 3) Bidding documents/response documents (including clarification documents);
- 4) Procurement documents (including correction documents);

Unless otherwise agreed, the supplementary agreement signed by both parties during the performance of the project contract, as well as the minutes, memorandums, correspondence and other documents agreed by both parties to be incorporated into the project, shall also be regarded as an integral part of the government procurement project document.

第一章 合同书 Chapter 1 Contract

买卖双方根据《中华人民共和国政府采购法》《中华人民共和国民法典（合同编）》《中华人民共和国产品质量法》等法律法规的相关规定，经过友好协商，就北京量子信息科学研究院 科研仪器设备电子能量分析系统 项目（项目编号：OITC-G230660888）签订本合同，以资双方信守执行。

In accordance with the relevant provisions of the Government Procurement Law of the People's Republic of China, the Civil Code of the Chinese People's Republic of China (Contract Part), the Product Quality Law of the People's Republic of China and other laws and regulations, the buyer and seller signed this contract for the Beijing Academy of Quantum Information Sciences Scientific Research Instruments and Equipment Electron Energy Analysis System Project (Project Number: OITC-G230660888) after friendly negotiation, so as to ensure that both parties abide by it.

1. 项目内容 Project Content

买方向卖方采购的项目内容详见附件1《货物/服务清单一览表》。

The contents of the items purchased by the buyer from the seller are detailed in Annex 1 "List of Goods/Services".

2. 合同金额 Contract Amount

2.1 金额

免税产品：人民币叁佰捌拾捌万元（大写），3,880,000.00元（小写）；

含税产品：人民币 / 元（大写）， / 元（小写）。

2.1 Amount

Duty-free products: RMB 3,880,000.00 RMB (lowercase);

Products including tax: RMB / yuan (uppercase), / yuan (lowercase).

2.2 金额构成

本合同约定的合同金额由货物、服务和其他的费用构成，其不因除货物数量变更之外的任何原因调整。

2.3 Amount composition

The contractual amount agreed in this contract consists of goods, services and other costs, which are not adjusted for any reason other than a change in the quantity of goods.

2.2.1 货物：

包括免税产品的主机、标准附件、备品备件、专用工具、软件等的到岸价（中国境内机场/港口/保税区/自贸区），以及含税产品的主机、标准附件、备品备件、专用工具、软件等的含税价。

2.2.1 Goods:

Including the landed price of the main engine, standard accessories, spare parts, special tools, software, etc. of tax-free products (airports/ports/bonded areas/free trade zones in China), as well as the tax-inclusive prices of the host, standard accessories, spare parts, special tools, software, etc. of tax-inclusive products.

2.2.2 服务：

包括投标/响应货物检验、安装、调试、技术服务和培训、质量保证期间的服务等费用，以及货物运至最终目的地（买方所在地区指定实验室）的仓储费、保管费、保险费、运输费、装卸费、搬运费等。包括免税产品进口环节涉及的外贸服务费、报关清关费、卫检费、检验检疫费、仓储费、装卸费、搬运费等相关费用（不超过合同金额的1%）。

2.2.2 Services:

Including bidding/responding to the cost of goods inspection, installation, commissioning, technical service and training, services during quality assurance, etc., as well as storage fees, insurance fees, transportation fees, loading and unloading fees, handling fees, etc. for the goods to the final destination (designated laboratory in the buyer's area). Including foreign trade service fees, customs declaration and clearance fees, health inspection fees, inspection and quarantine fees, storage fees, loading and unloading fees, handling fees and other related expenses involved in the import of duty-free products (not exceeding 1% of the contract amount).

2.2.3 其他:

对原产于美国的产品，中国政府加征的特殊关税是否包含在合同金额中将在合同专用条款中约定

2.2.3 Others:

For products originating in the United States, whether the special tariffs imposed by the Chinese government are included in the contract amount will be stipulated in the special terms of the contract

3. 付款条件 Payment Term

3.1 免税产品:

买方指定的外贸公司与卖方指定的境外公司签订外贸合同后，外贸公司向卖方指定的境外公司电汇 (T/T) 支付合同金额的 30%作为预付款，发货前，外贸公司按合同金额的 60%开立不可撤销信用证 (L/C)，凭外贸合同约定的单据支付，在安装调试后，凭买方、卖方指定的境外公司签字盖章验收合格报告在 30 日内电汇 (T/T) 支付合同金额的 10%。开证行和汇款行以外的全部银行费用及利息由卖方指定的境外公司承担。

3.2 含税产品:

3.1 Duty-free products:

After the foreign trade company designated by the buyer signs the foreign trade contract with the overseas company designated by the seller, the foreign trade company pays 30% of the contract amount to the overseas company designated by the seller by wire transfer (T/T) as an advance payment, before delivery, the foreign trade company issues an irrevocable letter of credit (L/C) at 60% of the contract amount, pays according to the documents agreed in the foreign trade contract, and after installation and commissioning, pays 10% of the contract amount by wire transfer (T/T) within 30 days

with the signature and seal acceptance report of the overseas company designated by the buyer and the seller. All bank fees and interest other than the issuing bank and the remittance bank shall be borne by the overseas company designated by the seller.

3.2 Products including tax:

/

4. 交货时间、地点 **Delivery time and location**

4.1 交货时间: 合同签订后 10 个月内完成供货

4.2 交货地点: 北京市海淀区西北旺东路 10 号院西区 3 号楼北京量子信息科学研究院

4.1 Delivery Time: Delivery will be completed within 10 months after signing the contract

4.2 Place of delivery:

Beijing Academy of Quantum Information Sciences

Building #3, West Area,

No.10 Xi-bei-wang East Road,

Haidian District, Beijing

5. 合同生效 **Entry into force of the contract**

本合同经双方全权代表签字并加盖单位印章后生效。

(以下无正文)

This contract shall come into force after being signed by the plenipotentiary representatives of both parties and affixed with the seal of the unit.

(No text below)

买方 Buyer	单位名称 The Buyer	北京量子信息科学研究院 Beijing Academy of Quantum Information Sciences		合同专用章 或 单位公章 Contract special seal or Official seal 2023年10月10日 Y M D	
	法定代表人 或 委托代理人 legal representative or Delegate Agent	 (签章 Signature and Seal)			
	联系人 (经办人) Contact person	刘充 Liu Chong			
	通讯地址 Mailing address	北京市海淀区西北旺 东路 10 号院西区 3 号 楼 Building #3, West Area, No.10 Xi-bei- wang East Road, Haidian District, Beijing	邮政编码 Zip code		100193
	电话 Tel	010-83057588	传真 Fax		010-83057599
	开户银行 Opening Bank	中国建设银行北京清华园支行 China Construction Bank Beijing Tsinghuayuan Sub- branch			
	账号 Account No.	11050163560009155888			
卖方 Seller	单位名称 The Seller	盛达欧科（北京）分析仪器有限公司 Scienta Omicron(Beijing) Analytical Instrument Co., Ltd.		合同专用章 或 单位公章 Contract special seal or Official seal 2023年10月10日 Y M D	
	法定代表人 或 委托代理人 legal representative or Delegate Agent	 (签章 Signature and Seal)			
	联系人 (经办人) Contact person				
	通讯地址 Mailing address	北京市西城区西直门 外大街 1 号院 2 号楼 12 层 12C5 room 12C5, Building No. 2, No. 1Xizhimen	邮政编码 Zip code		100044

		Street , Xi Cheng District, Beijing China		
	电话 Tel	01058301883	传真 Fax	
	开户银行 Opening Bank	中国银行股份有限公司北京西直门支行		
	账号 Account No.	328567763893		

第二章 合同通用条款

Chapter II: General Contractual Terms

1. 定义 Definition

本合同中的下列术语应解释为：

- 1.1 “合同”系指买卖双方签署的、合同格式中载明的买卖双方所达成的协议，包括所有的附件、附录和构成合同的其它文件。
- 1.2 “合同金额”系指根据合同约定，卖方在完全履行合同义务后买方应付给卖方的交易金额。
- 1.3 “货物”系指卖方根据合同约定须向买方提供的各种形态和种类的物品，包括原材料、燃料、设备、产品及相关资料。“服务”系指根据卖方根据合同约定须向买方提供的服务，如运输、保险、安装、调试、技术援助、培训等服务。
- 1.4 “买方”系指与成交人签属合同的单位（含最终用户）。
- 1.5 “卖方”系指根据合同约定提供货物/服务的成交人。
- 1.6 “现场”系指合同约定货物运至、安装及服务执行的地点。
- 1.7 “验收”系指合同双方依据强制性的国家技术质量规范和合同约定，确认合同项下的货物/服务符合合同约定的活动。

The following terms in this contract shall be construed as:

- 1.1 "Contract" means the agreement between Buyer and Seller signed by Buyer and Seller and set out in the form of contract, including all attachments, appendices and other documents forming the Contract.
- 1.2 "Contract Amount" means the amount of the transaction payable by the Buyer to the Seller pursuant to the Contract after the Seller has fully fulfilled its contractual obligations.
- 1.3 "Goods" means articles of every form and kind that the Seller is required to supply to the Buyer under the Contract, including raw materials, fuel, equipment, products and related information. "Services" means the services to be provided to Buyer pursuant to the Seller's contract, such as transportation, insurance, installation, commissioning, technical assistance, training, etc.
- 1.4 "Buyer" means the entity (including the End User) with which the Contractor is a contract.
- 1.5 "Seller" means the person who enters the contract for the provision of

goods/services as agreed in the contract.

1.6 "Site" means the place where the Goods are contractually delivered, installed and the Services are performed.

1.7 "Acceptance" means the activities of the parties to the contract to confirm that the goods/services under the contract comply with the contract in accordance with the mandatory national technical quality specifications and contractual agreements.

2. 技术规范 **Technical specifications**

提交货物/服务的技术规范应与采购文件规定的技术需求和技术需求附件（如有）及其投标/响应文件的技术需求偏离表（如有）相一致。若技术规范中无相应说明，则以国家有关部门最新颁布的相应标准及规范为准。

The technical specifications submitted for the goods/services shall be consistent with the technical requirements and annexes to the technical requirements (if any) specified in the procurement documents and the deviation tables (if any) of the technical requirements of the tender/response documents. If there is no corresponding explanation in the technical specifications, the corresponding standards and specifications issued by the latest relevant national departments shall prevail.

3. 所有权转移、风险承担 **Transfer of ownership, assumption of risk**

3.1 货物自到达买方指定地点后视为交付，货物的所有权自货物交付时起转移。卖方就交付的货物，负有保证第三人不向买方主张任何权利的义务。

3.2 货物毁损、灭失的风险，在货物交付之前由卖方承担，在交付之后由买方承担。

3.3 在货物毁损、灭失的风险由买方承担的情况下，不影响因卖方履行合同义务不符合约定，买方要求其承担违约责任的权利。

3.1 The goods shall be deemed delivered upon arrival at the place designated by the Buyer and title to the goods shall pass from the time of delivery. The seller has an obligation to ensure that third parties do not assert any rights against the buyer in respect of the delivered goods.

3.2 The risk of damage to or loss of the goods shall be borne by the Seller before delivery of the Goods and by the Buyer after delivery.

3.3 Insofar as the risk of damage to or loss of the goods is borne by the Buyer, the Buyer's right to claim liability for breach of contract due to the Seller's performance of contractual obligations is not in accordance with the agreement.

4. 知识产权 intellectual property

- 4.1 卖方保证, 买方使用本合同项下从卖方采购的货物/服务的全部或者任何一部分时, 不受第三方提出的侵犯其专利权、商标权、著作权或者其他知识产权的主张。第三方如果提出此类权利主张, 卖方须与第三方交涉并承担由此发生的一切法律责任、费用和经济赔偿。
- 4.2 本合同项下货物/服务及其他任何涉及知识产权的事项, 卖方应当负责提供其作为该知识产权的合法所有者或合法被许可使用人的相关证明材料。
- 4.3 买方永久免费享有卖方为本合同项下提供的货物/服务、软件、文件等所含的知识产权、专有技术的使用权。
- 4.1 The Seller warrants that the Buyer shall use all or any part of the goods/services procured from the Seller under this Contract against claims by third parties that infringe its patents, trademarks, copyrights or other intellectual property rights. If such a claim is made by a third party, the Seller shall negotiate with the third party and bear all legal liabilities, costs and financial compensation arising therefrom.
- 4.2 The Seller shall be responsible for providing relevant evidence that the Seller is the rightful owner or lawful licensee of the goods/services and any other matters relating to intellectual property rights under this contract.
- 4.3 The Buyer shall enjoy the right to use the intellectual property rights and know-how contained in the goods/services, software, documents, etc. provided by the Seller under this contract free of charge in perpetuity.

5. 包装要求 Packaging requirements

除合同另有约定外, 卖方提供的全部货物, 均应采用本行业通用的方式进行包装, 且该包装应符合国家有关包装的法律、法规及其他行业规范性文件的规定。包装应适应远距离运输、防潮、防震、防锈和防粗暴装卸, 确保货物安全无损运抵现场。由于包装不善所引起的货物锈蚀、损坏和损失均由卖方承担。

Unless otherwise agreed in the contract, all goods provided by the seller shall be packaged in a common manner in the industry, and the packaging shall comply with the provisions of national laws, regulations and other industry normative documents on packaging. The packaging should be adapted to long-distance transportation, moisture-proof, shock-proof, rust-proof and anti-rough loading and unloading to ensure that the goods arrive at the site safely and unharmed. Rust, damage and loss of the goods due to poor packaging shall be borne by the Seller.

6. 装运标志 Shipping signs

- 6.1 卖方应在每一包装箱的四侧用不褪色的颜料以醒目的中文或外文字样做出标记，标明货物名称、品牌、型号、箱号、重量、尺寸等。
- 6.2 如果货物单件重量在 2 吨或 2 吨以上，卖方应在每件包装箱的两侧用中文/外文和适当的运输标记，标明“重心”和“吊装点”，以确保安全装卸和搬运。根据货物的特点和运输的不同要求，卖方应在包装箱上清楚地标有“小心轻放”、“防潮”、“勿倒置”、“勿倾斜”等字样和其他适当标识。
- 6.1 The Seller shall mark the four sides of each box with indelible pigments in prominent Chinese or foreign letters, indicating the name, brand, model, box number, weight, dimensions, etc. of the goods.
- 6.2 If the weight of a single piece of goods is 2 tons or more, the Seller shall mark the "center of gravity" and "lifting point" on both sides of each box in Chinese/foreign languages and appropriate transport markings to ensure safe handling, unloading and handling. Depending on the characteristics of the goods and the different requirements of transportation, the seller shall clearly mark the box with the words "handle with care", "moisture-proof", "do not turn upside down", "do not tilt" and other appropriate markings.

7. 交货方式、装运通知 Mode of delivery, shipping notification

- 7.1 交货方式一般为以下三种，具体在合同专用条款中约定。
- 现场交货：卖方负责办理运输和保险事宜，将货物运抵现场（买方指定地点）。所有货物运抵现场的时间为交货时间，经买方检验并最终验收合格视为交货完成。
- 工厂交货：由卖方负责代办运输和保险事宜，运输费和保险费由买方承担。运输部门出具收据的时间为交货时间。
- 买方自提货物：由买方在合同约定地点自行办理提货。提单时间为交货时间。
- 7.2 卖方应至少在合同约定的交货时间前 7 天以电子邮件的形式将合同号、货物名称、数量、包装箱件数、包装箱尺寸（长×宽×高）、总毛重、总体积、交货时间和运输仓储特殊要求等通知买方。如卖方延误将上述内容通知买方，由此引起的损失由卖方承担。
- 7.3 在现场交货和工厂交货条件下，卖方装运的货物不应超过合同约定的数量或重量。否则，卖方应对超运部分引起的后果负责。
- 7.1 The modes of delivery are generally the following three types, which are specified in the special terms of the contract.

On-site delivery: The seller is responsible for shipping and insuring the goods to the site (the place designated by the buyer). All goods arrive at the site at the time of delivery, and the delivery is deemed to be completed after the buyer's inspection and final acceptance.

Ex-works: The seller is responsible for the transportation and insurance, and the transportation and insurance costs are borne by the buyer. The time when the shipping department issues the receipt is the time of delivery.

Buyer's self-pick-up: The buyer will pick up the goods at the place agreed in the contract. The bill of lading time is the delivery time.

7.2 The Seller shall notify the Buyer by e-mail at least 7 days before the contractually agreed delivery time, of the contract number, the number of goods, the number of boxes, the dimensions of the boxes (length× width × height), the total gross weight, the total volume, the delivery time and special requirements for transportation and warehousing. If the Seller delays notifying the Buyer of the foregoing, the Seller shall bear the resulting damages.

7.3 Under on-site and ex works delivery conditions, the Seller shall not ship more than the contractually agreed quantity or weight. Otherwise, the seller shall be liable for the consequences caused by the excess portion.

8. 保险 insurance

如果货物是按现场交货方式或工厂交货方式报价的，由卖方按照发票金额的110%办理“一切险”；如果货物是按买方自提货物方式报价的，其保险由买方办理。

If the goods are quoted by on-site or ex works, the seller shall take out "all risks" at the rate of 110% of the invoice amount, and if the goods are quoted by the buyer by self-delivery, the insurance shall be handled by the buyer.

9. 付款条件 Payment terms

付款条件见“合同书”。

The terms of payment are set out in the "Contract".

10. 技术资料 Technical data

卖方应将货物/服务的中文或英文技术资料，如目录索引、图纸、操作手册、使用指南、维修指南、服务手册和示意图等发给买方。如卖方未提供技术资料或提供的技术资料不完整，应尽快无偿发给买方。卖方须保证其所提供上

述资料的真实性、合法性、科学性和有效性。

The Seller shall send the Buyer technical information in Chinese or in English, such as catalogue indexes, drawings, operation manuals, user guides, maintenance guides, service manuals and schematic diagrams. If the seller does not provide technical information or the technical information provided is incomplete, it shall be sent to the buyer as soon as possible free of charge. The seller shall guarantee the authenticity, legality, scientificity and validity of the above information provided by the seller.

11. 质量保证 quality assurance

11.1 卖方须保证货物是全新、未使用过的，在各方面均符合本合同的要求，并完全符合强制性的国家技术质量规范等的要求。同时，卖方须保证合同项下提供的全部货物不存在设计、材料或者工艺上的缺陷，且不存在因卖方的行为或疏忽而产生的缺陷。本合同中的“缺陷”指《中华人民共和国产品质量法》中所定义的缺陷。

11.2 卖方须保证所提供的货物安装正确、运转和保养正常，在其使用寿命期内须具有符合质量要求的性能和产品说明书上的功能。在货物质量保证期之内，卖方须对由于设计、工艺或材料的缺陷而发生的任何不足或故障负责。

11.3 根据买方按检验标准自己检验结果或委托有资质的相关质检机构的检验结果，发现货物的数量、质量、型号等与合同不符，或者在质量保证期内，证实货物存在缺陷，包括潜在的缺陷或使用不符合要求的材料等，买方应尽快以书面形式通知卖方。卖方在专用条款约定的时间内应免费维修或更换有缺陷的货物。

11.4 如果卖方在专用条款约定的时间内没有弥补缺陷，买方可采取必要的补救措施，但由此引发的风险和费用将由卖方全部承担。

11.5 合同项下货物/服务的质量保证期以合同专用条款的规定为准。质量保证期结束后货物出现缺陷、损坏等需要维修的情形，买方可以书面形式通知卖方。卖方收到通知后 7 天内响应，并为买方提供维修或更换货物的服务，维修和更换产生的费用由买方承担。

11.1 The Seller shall guarantee that the goods are new, unused, in all respects in accordance with the requirements of this Contract and fully comply with the requirements of the mandatory national technical quality specifications, etc. At the same time, the seller shall warrant that all goods supplied under the contract are free from defects in design, materials or workmanship, and that there are no defects arising from the acts or omissions of the seller. "Defect" in this contract means a

defect as defined in the Product Quality Law of the People's Republic of China.

- 11.2 The Seller shall ensure that the goods supplied are properly installed, properly operated and maintained, and that they have the performance and functionality indicated in the product manual during their useful life. During the warranty period of the goods, the seller shall be responsible for any deficiencies or malfunctions that occur due to defects in design, workmanship or materials.
- 11.3 According to the inspection results of the Buyer's own inspection according to the inspection standards or the inspection results of the relevant qualified quality inspection agency, if it is found that the quantity, quality, model, etc. of the goods are inconsistent with the contract, or during the quality assurance period, it is confirmed that the goods are defective, including latent defects or the use of materials that do not meet the requirements, etc., the Buyer shall notify the Seller in writing as soon as possible. The Seller shall repair or replace the defective goods free of charge within the time specified in the special terms.
- 11.4 If the Seller does not remedy the defect within the time specified in the Specific Terms, the Buyer may take the necessary remedial measures, but the risks and costs arising therefrom will be borne by the Seller expense.
- 11.5 The warranty period of the goods/services under the Contract shall be subject to the provisions of the special terms of the Contract. After the end of the warranty period, the buyer may notify the seller in writing of defects, damages, etc. of the goods that require repair. The seller responds within 7 days after receiving the notice and provides the buyer with the service of repairing or replacing the goods, and the costs incurred by the repair and replacement shall be borne by the buyer.

12. 检验、验收 Inspection and acceptance

- 12.1 在交货前，卖方应对货物的质量、规格、性能、数量和重量等进行详细而全面的检验，并出具证明货物符合合同约定的文件。该文件将作为申请付款单据的一部分，但有关质量、规格、性能、数量和重量的检验不应视为最终检验。
- 12.2 货物运抵现场后，买方应在合同专用条款约定的时间内组织验收，并制作验收报告，签署验收意见。
- 12.3 买方有在货物制造过程中派员监造的权利，卖方有义务为买方监造人员行使该权利提供方便。涉及出口国技术保密规定时，买方不行使监造权利。
- 12.4 制造厂对所供货物进行机械运转试验和性能试验时，卖方必须提前通知买方。
- 12.5 若因货物质量不合格导致政府有关职能部门据此予以处罚的，卖方应承担与

此有关的法律责任，并承担相关的所有费用或给买方带来的损失。

- 12.6 经验收，如发现卖方的货物质量不符合合同约定的质量标准，卖方应承担质量违约责任，且买方有权拒收货物或要求卖方予以修理、重作、更换或者减少价款。
- 12.7 尽管有货物出厂检验（质量）证明以及合同约定的检验和验收工作，无论何时，如有政府主管部门（机构）要求对本合同项下的货物质量或性能等进行检验，则卖方应当负责办理相应的报验手续，并协调与主管部门（机构）的工作。因此所述发生的费用已包含在本合同金额中，买方不再额外支付；若货物的质量或者性能等经检测为不合格的，则卖方应当承担由此产生的一切法律责任。
- 12.1 Prior to delivery, the Seller shall conduct a detailed and comprehensive inspection of the quality, specifications, performance, quantity and weight of the Goods and issue documents certifying that the Goods conform to the contract. This document will be part of the application payment document, but the inspection of quality, specifications, performance, quantity and weight shall not be considered final.
- 12.2 After the goods arrive at the site, the buyer shall organize the acceptance within the time specified in the special clauses of the contract, make an acceptance report, and sign the acceptance opinion.
- 12.3 The Buyer has the right to supervise the manufacture of the goods during the manufacture of the goods, and the Seller is obliged to facilitate the exercise of this right by the Buyer's supervisors. The buyer does not exercise the right to supervise manufacturing when it comes to the technical secrecy provisions of the exporting country.
- 12.4 The Seller must inform the Buyer in advance of the mechanical operation and performance tests carried out by the manufacturer on the supplied goods.
- 12.5 If the relevant competent government departments impose penalties on this basis due to unqualified quality of the goods, the Seller shall bear the legal responsibility related to this, and bear all related costs or losses caused to the Buyer.
- 12.6 If it is found that the quality of the Seller's goods does not meet the quality standards agreed in the contract, the Seller shall bear the liability for quality breach of contract, and the Buyer shall have the right to refuse to accept the goods or require the Seller to repair, rework, replace or reduce the price.
- 12.7 Notwithstanding the certificate of ex-factory inspection (quality) of the goods and the inspection and acceptance work agreed in the contract, whenever the competent government department (agency) requires the inspection of the quality or performance of the goods under this contract, the seller shall be responsible for handling the corresponding inspection procedures and coordinating the work with

the competent department (institution). Therefore, the costs mentioned are included in the amount of this contract and the buyer will not pay additional fees, and if the quality or performance of the goods is tested to be unsatisfactory, the seller shall bear all legal liabilities arising therefrom.

13. 索赔 Claims

- 13.1 如果货物的质量、规格、数量、重量等与合同不符，或在第 11.5 规定的质量保证期内证实货物存有缺陷，包括潜在的缺陷或使用不符合要求的材料等，买方有权根据有资质的权威质检机构的检验结果向卖方提出索赔（但责任应由保险公司或运输部门承担的除外）。
- 13.2 在根据合同通用条款第 11 条和第 12 条规定的检验期和质量保证期内，如果卖方对买方提出的索赔负有责任，卖方应按照买方同意的下列一种或多种方式解决索赔事宜：
- 13.2.1 在法定的退货期内，卖方应按合同约定将货款退还给买方，并承担由此发生的一切损失和费用，包括利息、银行手续费、运费、保险费、检验费、仓储费、装卸费以及为保护退回货物所需的其它必要费用。如已超过退货期，但卖方同意退货，可比照上述办法办理，或由双方协商处理。
- 13.2.2 根据货物低劣程度、损坏程度以及买方所遭受损失的数额，经买卖双方商定降低货物的价格，或由有权的部门评估，以降低后的价格或评估价格为准。
- 13.2.3 用符合规格、质量和性能要求的新零件、部件或货物来更换有缺陷的部分或/和修补缺陷部分，卖方应承担一切费用和 risk 并负担买方所发生的一切费用。同时，卖方应按合同通用条款第 12 条规定，相应延长修补或更换件的质量保证期。
- 13.3 如果买方发出索赔通知后，在合同专用条款的约定时限内，卖方未作答复，上述索赔应视为已被卖方接受。如卖方未能在买方提出索赔通知后于按合同专用条款约定时限内或买方同意的更长时间内，按照本合同第 13.2 款规定的任何一种方法解决索赔事宜，买方将从合同金额或从卖方开具的履约保证金中扣回索赔金额。如果这些金额不足以补偿索赔金额，买方有权向卖方提出不足部分的补偿。
- 13.1 If the quality, specifications, quantity, weight, etc. of the goods do not conform to the contract, or if it is proved that the goods are defective, including latent defects or the use of non-conforming materials, etc., within the warranty period specified in 11.5, the Buyer shall be entitled to claim compensation against the Seller on the

basis of the inspection results of a qualified and authoritative quality inspection agency (unless the liability shall be borne by the insurance company or the transport department).

13.2 During the inspection period and the warranty period specified in Clauses 11 and 12 of the General Conditions of Contract, if the Seller is liable for claims made by the Buyer, the Seller shall settle the claim in one or more of the following ways agreed by the Buyer:

13.2.1 Within the statutory return period, the Seller shall refund the purchase price to the Buyer as agreed in the contract and shall bear all losses and expenses incurred thereby, including interest, bank charges, freight, insurance, inspection fees, storage fees, loading and unloading fees and other necessary costs necessary to protect the returned goods. If the return period has expired, but the seller agrees to return the goods, it can be handled according to the above methods or negotiated by both parties.

13.2.2 Depending on the degree of inferiority of the goods, the degree of damage and the amount of losses suffered by the Buyer, the price of the goods shall be reduced by agreement between the buyer and the seller, or assessed by the competent authority, whichever is reduced or appraised price.

13.2.3 Replacing defective parts and/or repairing defective parts with new parts, components or goods that meet specifications, quality and performance requirements shall be borne by the Seller at all costs and risks and all costs incurred by the Buyer. At the same time, the Seller shall extend the warranty period for repaired or replaced parts accordingly, in accordance with Article 12 of the General Conditions of the Contract.

13.3 If, after the Buyer's notice of the claim, the Seller does not respond within the time limit specified in the specific terms of the contract, the said claim shall be deemed to have been accepted by the Seller. If Seller fails to settle the claim in accordance with any of the methods specified in clause 13.2 of this Contract within the time limit agreed upon in the specific terms of the contract or such longer period as Buyer agrees after the notice of the claim by the Buyer, the Buyer will deduct the amount of the claim from the contract amount or from the performance bond issued by the seller. If these amounts are insufficient to compensate the amount claimed, the Buyer shall be entitled to claim compensation from the Seller for the deficiency.

14. 迟延交货 Delay in delivery

卖方应按照本合同第一章约定的时间交货和提供服务。如果延迟发货超过 6

个月，买方有权解除合同。在履行合同过程中，如果卖方遇到不能按时交货和提供服务的情况，应及时以书面形式将不能按时交货的理由、预期延误时间通知买方。买方收到卖方通知后，认为其理由正当的，可酌情延长交货时间。

Seller shall deliver and provide services at the time agreed in Chapter I of this contract. If the delivery is delayed for more than 6 months, the buyer has the right to rescind the contract. In the course of the performance of the contract, if the seller encounters a situation in which it is unable to deliver the goods and provide services on time, it shall promptly notify the buyer in writing of the reasons for the failure to deliver on time and the expected delay time. After receiving the seller's notice, the buyer may extend the delivery time at its discretion if it considers that its reasons are justified.

15. 违约赔偿 Damages for breach of contract

15.1 除本合同通用条款第 16 条规定的不可抗力外，如果卖方不能按时交货，经买方同意可以延期交货，但卖方应支付逾期交货的违约金，违约金由买方直接从合同款项中扣除。但是违约金不能超过合同金额的 5%。合同交货延迟后的前三个月不受处罚，之后的计算方法为每七天 0.5%，如不满七天，按七天计算。如卖方在晚于合同约定交货时间 6 个月后仍不能装运，买方有权解除合同。

15.2 卖方未按合同约定提交符合要求的履约保证金，超合同货期 3 个月后，每迟延一天，按照专用条款约定向买方支付违约金。

15.3 买方未按照合同约定支付合同价款，则按照专用条款约定承担逾期付款的违约责任。

15.4 买方逾期退还履约保证金的，则按照专用条款约定承担逾期退还的违约责任。

15.5 因买方原因导致变更、中止或者终止政府采购合同的，买方对卖方受到损失的赔偿或者补偿，按照专用条款约定执行。

15.1 Subject to force majeure as set out in Article 16 of these General Conditions of Contract, if the Seller fails to deliver on time, the delivery may be postponed with the consent of the Buyer, provided that the Seller shall pay liquidated damages for late delivery, which shall be deducted directly from the contract amount by the Buyer. However, liquidated damages cannot exceed 5% of the contract amount. The first three months of delay after the contractual delivery delay are not penalized, after which the calculation method is 0.5% for every seven days, or

seven days if it is less than seven days. If the seller fails to ship the goods 6 months after the delivery time agreed in the contract, the buyer has the right to rescind the contract.

- 15.2 If the Seller fails to submit a performance bond that meets the requirements as agreed in the contract, it shall pay liquidated damages to the Buyer in accordance with the special terms for each day of delayed after 3 months beyond the contract delivery time.
- 15.3 If the Buyer fails to pay the contract price as agreed in the contract, the buyer shall bear the liability for default of late payment in accordance with the special clauses.
- 15.4 If the buyer returns the performance bond within the time limit, it shall bear the liability for default of the late refund in accordance with the special terms.
- 15.5 If the government procurement contract is changed, suspended or terminated due to reasons attributable to the Buyer, the Buyer's compensation or compensation for the losses suffered by the Seller shall be implemented in accordance with the special clauses.

16. 不可抗力 Force Majeure

- 16.1 如果双方中任何一方遭遇法律规定的不可抗力，致使合同履行受阻时，履行合同的期限应予延长，延长的期限应相当于不可抗力所影响的时间。
- 16.2 受事故影响的一方应在不可抗力的事故发生后尽快书面形式通知另一方，并按照合同专用条款约定时间，将有关部门出具的证明文件送达另一方。
- 16.3 不可抗力使合同的某些内容有变更必要的，双方应通过协商在 30 天内达成进一步履行合同的协议，因不可抗力致使合同不能履行的，合同终止。
- 16.4 因合同一方迟延履行合同后发生不可抗力的，不能免除迟延履行方的相应责任。
- 16.5 因不可抗力影响合同履行的，双方都应当尽可能采取合理的行为和适当的措施减轻不可抗力对履行本合同所造成的影响。没有采取适当措施致使损失扩大的，该方不得就扩大损失的部分要求免责或者赔偿。如进口产品被当地政府拒绝出口不属于不可抗力，且被当地政府拒绝出口持续存在超过 30 天后，买方有权要求解除合同，并要求卖方 10 个工作日内退还全部预付款。
- 16.1 If either of the parties encounters force majeure provided for by law and the performance of the contract is impeded, the period for performance of the contract shall be extended for a period equal to the time affected by the force majeure.
- 16.2 The party affected by the accident shall notify the other party in writing as soon as possible after the occurrence of the force majeure accident, and deliver the supporting documents issued by the relevant departments to the other party at the

time specified in the special terms of the contract.

- 16.3 If force majeure makes it necessary to change some contents of the contract, the parties shall reach an agreement on further performance of the contract within 30 days through negotiation, and if the contract cannot be performed due to force majeure, the contract shall be terminated.
- 16.4 If force majeure occurs after a party's delay in performing the contract, the corresponding liability of the delayed performance party cannot be exempted.
- 16.5 If force majeure affects the performance of the contract, both parties shall take reasonable actions and appropriate measures as far as possible to mitigate the impact of force majeure on the performance of this contract. If the failure to take appropriate measures causes the loss to be aggravated, the Party shall not claim exemption or compensation for the part of the aggravated loss. If the export of imported products is rejected by the local government is not force majeure, and the refusal of export by the local government continues for more than 30 days, the buyer has the right to request the cancellation of the contract and require the seller to refund all the advance payment within 10 working days.

17. 税费 Tax

根据中华人民共和国现行税法，对买方征收的与本合同有关的一切税费均由买方负担，对卖方征收的与本合同有关的一切税费均由卖方负担。

According to the current tax law of the People's Republic of China, all taxes and fees levied on the Buyer in connection with this Contract shall be borne by the Buyer, and all taxes and fees imposed on the Seller in connection with this Contract shall be borne by the Seller.

18. 履约保证金 Performance bonds

- 18.1 卖方应在合同专用条款约定时间内，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，向买方提供专用条款约定金额的履约保证金，与此有关的费用由卖方负担。履约保证金的数额不得超过合同金额的10%。
- 18.2 如卖方未能履行合同约定的任何义务，买方有权从履约保证金中得到补偿。金额不足部分，买方有权向卖方另行提出支付请求。
- 18.3 卖方履约且经买方验收合格后，在合同专用条款约定的时间内，买方以支票、转账或退还保函等形式，向卖方无息退还履约保证金。
- 18.4 履约保证金用于补偿买方因卖方不能履行其合同义务而蒙受的损失。发生如

下情况履约保证金将被不予退还：由于卖方原因，未全部或部分履行完合同义务的。

- 18.1 The Seller shall provide the Buyer with a performance bond in the amount specified in the special clause within the time specified in the special clauses of the contract in the form of cheques, bills of exchange, promissory notes or letters of guarantee issued by financial institutions or guarantee institutions, and the costs related thereto shall be borne by the Seller. The amount of the performance bond may not exceed 10 per cent of the contract amount.
- 18.2 If the Seller fails to perform any of its obligations under the Contract, the Buyer shall be entitled to compensation from the performance bond. If the amount is insufficient, the buyer has the right to make a separate payment request to the seller.
- 18.3 After the Seller has performed the contract and passed the Buyer's acceptance, the Buyer shall refund the performance bond to the Seller without interest within the time specified in the special terms of the contract, such as cheque, transfer or return guarantee.
- 18.4 The performance bond is used to compensate the Buyer for losses suffered by the Seller as a result of the Seller's failure to perform its contractual obligations. The performance bond will not be refunded if the contractual obligations have not been fulfilled in whole or in part due to reasons attributable to the seller.

19. 售后服务 After-sales Service

卖方承诺在质量保证期内，对本合同项下所供货物/服务出现的任何故障，免费（包括货物、服务相关费用）予以保修。具体内容见附件 2《服务及培训承诺函》。

The Seller undertakes to warrant any failure of the goods/services supplied under this contract free of charge (including costs related to the goods and services) during the warranty period. For details, please refer to Annex 2 "Service and Training Commitment Letter".

20. 培训 training

就本合同项下卖方所供货物，如需要卖方对买方人员提供培训后方可正常使用，卖方应承担此类培训义务及相关费用。具体内容见附件 2《服务及培训承诺函》。

Seller shall bear the obligation and related costs for the normal use of the goods supplied by Seller under this contract that require Seller to provide training to Buyer's personnel. For details, please refer to Annex 2 "Service and Training

21. 争议解决 Dispute Resolution

21.1 凡由本合同引起的或与解释或执行本合同有关的任何争议，双方应首先通过友好协商或调解解决。协商或调解不成，双方同意按照专用条款约定的争议解决方式处理。

21.2 诉讼或仲裁期间，除法院或仲裁机构对本合同效力另有裁定，或双方协商一致中止或终止合同外，本合同仍应继续履行。

21.3 本条款为独立条款，本合同的无效、变更、解除和终止均不影响本条款的效力。

21.1 Any dispute arising out of or in connection with the interpretation or performance of this Contract shall first be settled by the parties through friendly negotiation or mediation. If negotiation or mediation fails, the parties agree to handle the dispute resolution method agreed in the special clause.

21.2 During litigation or arbitration, this contract shall continue to be performed unless the court or arbitration institution decides otherwise on the validity of this contract, or the parties agree to suspend or terminate the contract.

21.3 These Terms are independent and the invalidity, modification, rescission and termination of this Contract shall not affect the validity of these Terms.

22. 违约解除合同 Termination of Contract in Breach of Contract

22.1 卖方存在以下违约情况时，买方经同级监督管理机关审批后，可向卖方发出书面通知，部分或全部终止合同，同时保留向卖方追诉的权利。

22.1.1 卖方未能在合同约定的限期或买方同意延长的限期内，提供全部或部分货物的；

22.1.2 卖方未能履行合同约定的其它主要义务的；

22.1.3 买方认为卖方在本合同履行过程中有腐败和欺诈行为的。其中，“腐败行为”是指提供/给予/接受或索取任何有价值的东西来影响买方在合同签订、履行过程中的一切行为；“欺诈行为”是指为了影响合同签订、履行过程，以谎报事实的方法，损害买方的利益的一切行为。

22.2 在买方根据上述第 22.1 条规定，全部或部分解除合同之后，应当遵循诚实信用原则，以监督管理部门同意的方式，购买与未交付的货物类似的货物或服务，卖方应承担买方购买类似货物或服务而产生的额外支出。部分解除合同的，卖方应继续履行合同中未解除的部分。

- 22.1 In the event of any breach of contract by the Seller, the Buyer may, upon approval by the supervisory authority at the same level, issue a written notice to the Seller to terminate the contract in part or in whole, and reserves the right to sue the Seller.
- 22.1.1 The Seller fails to deliver all or part of the Goods within the time limit agreed in the Contract or within such time period as the Buyer agrees to extend;
- 22.1.2 The Seller fails to perform other major obligations stipulated in the contract;
- 22.1.3 The Buyer believes that the Seller has engaged in corruption and fraud in the performance of this contract. Among them, "corrupt behavior" refers to all acts of providing/giving/accepting or asking for anything of value to affect the buyer in the process of signing and performing the contract; "fraud" refers to all acts that harm the interests of the buyer by misstating facts in order to affect the process of signing and performing the contract.
- 22.2 After the Buyer has rescinded the contract in whole or in part in accordance with the provisions of Article 22.1 above, it shall purchase goods or services similar to the undelivered goods in a manner agreed by the supervisory authority in accordance with the principle of good faith, and the Seller shall bear the additional expenses incurred by the Buyer in purchasing similar goods or services. In the event of partial rescission of the contract, the seller shall continue to perform the unexpired part of the contract.

23. 破产终止合同 Bankruptcy termination of the contract

如果卖方破产或无清偿能力时，买方经报同级监督管理部门审批后，可在任何时候以书面形式通知卖方，单方终止合同而不给卖方任何补偿。该合同的终止将不损害或不影响买方已经采取或将要采取任何行动或补救措施的权利。

If the Seller becomes bankrupt or insolvent, the Buyer may, at any time notify the Seller in writing after reporting to the supervisory authority at the same level, unilaterally terminate the contract without any compensation to the Seller. Termination of this contract will not prejudice or affect the right of Buyer to take or to take any action or remedy.

24. 转让、分包 Assignment and Subcontracting

24.1 本合同不能转让。

24.2 经买方和同级监督管理部门事先书面同意，卖方可以将合同项下非主体、非关键性工作分包给他人完成。接受分包的人应当具备相应的资格条件，并不得再次分包。分包后不能解除卖方履行本合同的责任和义务，接受分包的人

与卖方共同对买方连带承担合同的责任和义务。

24.1 This Contract is not assignable.

24.2 With the prior written consent of the Buyer and the supervision and management department at the same level, the Seller may subcontract the non-subject and non-critical work under the contract to another person to complete. The person receiving the subcontract shall have the corresponding qualifications and shall not subcontract again. After subcontracting, the seller's responsibilities and obligations for the performance of this contract cannot be released, and the person receiving the subcontract and the seller jointly and severally bear the responsibilities and obligations of the contract to the buyer.

25. 合同修改 Modification of Contract

25.1 买方和卖方都不得擅自变更本合同，但合同继续履行将损害国家和社会公共利益的除外。如必须对合同条款进行改动时，当事人双方须共同签署书面文件，作为合同的补充，并报同级监督管理部门备案。

25.2 买方保留增加或减少本合同项下任一货物的数量的权利，数量的增加或减少不影响该等货物的单价，但合同最终交易金额应根据实际的货物数量进行调整。在不改变合同其他条款的前提下，买卖双方协商签订补充合同或补充协议，但所有补充合同、补充协议的采购金额不得超过原合同金额的 10%。

25.3 卖方因特殊原因需要更改货物型号，发货前须书面通知买方，经买方书面同意后方可更改。替换货物必须满足以下条件：使用功能完全满足原货物功能要求，性能不低于原定货物性能，价格不高于原定货物的价格，否则买方有权拒收货物。

25.4 如果买方对合同下货物的规格和型号等做出变更，且此变更对货物单价产生影响，则因变更引起的价格变化由双方另行协商确定。买方也有权另行选择货物供应商。

25.1 Neither the Buyer nor the Seller may change this contract without authorization, except where the continued performance of the contract will harm the national and social public interests. If it is necessary to make changes to the terms of the contract, both parties must jointly sign a written document as a supplement to the contract and report it to the supervision and management department at the same level for the record.

25.2 The Buyer reserves the right to increase or decrease the quantity of any Goods under this Contract, the increase or decrease in quantity shall not affect the unit price of such Goods, provided that the final transaction amount of the Contract shall be adjusted according to the actual quantity of the Goods. Without changing

other terms of the contract, the buyer and seller shall negotiate and sign supplementary contracts or supplementary agreements, provided that the purchase amount of all supplementary contracts and supplementary agreements shall not exceed 10% of the original contract amount.

- 25.3 If the Seller needs to change the model of the goods for special reasons, it must notify the Buyer in writing before delivery, and the change may only be made with the written consent of the Buyer. The replacement goods must meet the following conditions: the use function fully meets the functional requirements of the original goods, the performance is not lower than the performance of the original goods, and the price is not higher than the price of the original goods, otherwise the buyer has the right to refuse the goods.
- 25.4 If the Buyer makes a change to the specifications and models of the goods under the contract and such change affects the unit price of the goods, the price change caused by the change shall be determined by separate negotiation between the parties. The buyer is also entitled to choose another supplier of the goods.

26. 通知 Notice

本合同项下一方当事人对另一方当事人的通知应当采用书面形式（包括信件、传真、电子邮件），并按照合同专用条款约定的通讯地址或通讯号码送达至被通知人，同时应注明合同专用条款约定的各联系人姓名，方可构成一个有效的通知。

A notice given by one party to the other party under this contract shall be in writing (including letter, fax or e-mail) and delivered to the notified person at the correspondence address or communication number agreed in the special terms of the contract, and the names of each contact person specified in the special terms of the contract shall be indicated in order to constitute a valid notice.

27. 计量单位 Units of Measurement

除技术规范中另有规定外，计量单位均使用国家法定计量单位。

Unless otherwise specified in the technical specifications, the units of measurement shall use the national legal units of measurement.

28. 适用法律 Applicable Law

本合同的订立、效力、解释、履行和争议的解决依据为中华人民共和国法律、法规的规定。

The conclusion, validity, interpretation, performance and dispute resolution of this contract shall be based on the provisions of the laws and regulations of the People's Republic of China.

29. 合同生效和其它 **Entry into force of the contract and others**

29.1 除合同另有说明外，本合同所指天、月均指日历天、日历月，小时是指工作小时。

29.2 本合同还包括如下附件，附件为本合同不可分割的部分，附件与合同正文不一致之处，则应当以合同正文为准。

附件 1: 《货物/服务清单一览表》

附件 2: 《服务及培训承诺函》

29.3 本合同及所有附件的修改，必须经买、卖双方签署书面协议方能生效。

29.4 本合同涉及的具体事项及未尽事宜，可由双方经协商一致后订立补充合同、补充协议，该等补充合同、补充协议与本合同具有同等的法律效力。

29.5 除非特别说明，本合同中所指“本合同”应包括合同的附件及补充合同、补充协议。

29.6 本合同经双方法定代表人或授权代表签字并加盖公章后生效。

29.7 本合同壹式【伍】份，买方持【肆】份，卖方持【壹】份，均具同等法律效力。

29.8 本合同以中文和英文签署。如果两种语言版本有冲突，以中文版本为准。

29.1 Unless otherwise stated in the Contract, the days and months referred to in this Contract refer to calendar days, calendar months, and hours means working hours.

29.2 This contract also includes the following attachments, which are an integral part of this contract, and in the event of any inconsistency between the annexes and the body of the contract, the body of the contract shall prevail.

Annex 1: List of Goods/Services

Annex 2: Service and Training Commitment Letter

29.3 Amendments to this Contract and all ancillaries shall be effective only if a written agreement signed by both the Buyer and the Seller.

29.4 The specific matters and unspecified matters involved in this contract may be concluded by the parties through consensus, and such supplementary contracts and supplementary agreements have the same legal effect as this contract.

29.5 Unless otherwise specified, references to "this contract" in this contract shall include annexes to the contract and supplementary contracts and supplementary agreements.

29.6 This contract shall come into force when it is signed by the legal representatives

or authorized representatives of both parties and affixed with official seals.

29.7 This contract is in [five] copies, with [four] copies held by the buyer and [one] copies held by the seller, all of which have the same legal effect.

29.8 This contract is made in both Chinese and English. In case of any conflict between the two language versions, the Chinese version shall prevail.

第三章 合同专用条款

Chapter III: Special Clauses for Contracts

合同专用条款是合同通用条款的补充和修改。如果两者之间有抵触，应以专用条款为准。合同专用条款的序号将与合同通用条款序号相对应。

Contract-specific clauses are supplements and modifications to the general terms and conditions of the contract. In the event of a conflict between the two, the Specific Terms shall prevail. The serial numbers of the specific clauses of the contract will correspond to the serial numbers of the general clauses of the contract.

1. 定义 Definition

1.5 买方：本合同买方系指 北京量子信息科学研究院。

1.6 卖方：本合同卖方系指 盛达欧科（北京）分析仪器有限公司。

1.7 现场：本合同项下的货物运至、安装及服务执行的地点为 北京量子信息科学研究院。

1.5 The Buyer: Buyer of this contract means: Beijing Academy of Quantum Information Sciences .

1.6 The Seller: Seller of this contract means : Scienta Omicron(Beijing) Analytical Instrument Co., Ltd.

1.7 On-site: The place where the goods under this contract are shipped, installed and the service is performed Beijing Academy of Quantum Information Sciences .

7. 交货方式、装运通知 Mode of Delivery and Notice of Shipment

7.1 本合同项下的交货方式为 空运。

7.4 如本合同项下的货物为分批交货，则卖方应在每批货物启动前【15】天以书面形式通知买方，以便买方为接收货物做好相应准备，但该等通知并不能免除卖方所应承担的给买方造成额外支出的责任。

7.5 如果买方希望卖方提前或延后交货，则应至少在约定交货时间前【30】天书面通知卖方。

7.1 The mode of delivery under this contract is air.

7.4 If the goods under this contract are delivered in instalments, Seller shall notify Buyer in writing [15] days before the commencement of each consignment so that Buyer may be prepared to receive the goods, but such notice shall not relieve Seller

of its liability for additional expenses incurred by Buyer.

- 7.5 If Buyer wishes Seller to deliver early or postponed, Seller shall be notified in writing at least [30] days before the agreed delivery time.

11. 质量保证 quality assurance

11.3 卖方在收到通知后【2】个工作日内响应，并安排免费维修或更换有缺陷的货物或部件。

11.4 如果卖方在收到通知后【2】个工作日内没有响应，买方可采取必要的补救措施，但由此引发的风险和费用将由卖方全部承担。

11.5 合同项下货物的质量保证期为【12】个月，自货物到买方指定地点且经买方验收合格后开始计算，货物有明示质量保证期的除外，但明示质量保证期低于【12】个月的，仍按【12】个月计；国家法律、法规、北京市地方性法规对货物的质量保证期有特殊规定的，以该特殊规定为准。

11.3 The Seller responds within [2] business days of receipt of the notice and arranges for the repair or replacement of the defective goods or parts free of charge.

11.4 If Seller does not respond within [2] business days after receipt of the notice, Buyer may take necessary remedial measures, but the risk and expense arising therefrom will be entirely borne by Seller.

11.5 The quality assurance period of the goods under the contract shall be [12] months, which shall be calculated from the time the goods arrive at the place designated by the buyer and have been accepted by the buyer, unless the goods have an express quality assurance period, but if the express quality assurance period is less than [12] months, it shall still be counted as [12] months;

12. 检验、验收 Inspection and acceptance

12.2 卖方将货物运至买方指定地点，买方对货物的外观、数量、规格、型号等进行初步验收。买方在收到卖方提出的验收申请后【30】个工作日组织最终验收，并制作验收报告，签署验收意见。

验收内容分为技术和商务两部分，技术验收内容包括但不限于根据响应文件签订的《技术协议》中“货物技术指标及参数”，商务验收内容包括交货期和质保期。

验收标准分为技术和商务两部分，技术验收标准为根据响应文件签订的《技术协议》中“货物技术指标及参数”，商务验收标准为“交货期：合同签订后【10】个月”和“质保期：【12】个月”。

全部货物（包括由卖方负责补交和/或免费更换的货物）终验合格后，由买方出具加盖公章的验收合格证明。如果货物是分批供货的，则买方可以视情况分批验收，或者待全部货物送到交货地点后进行验收。

12.6 经验收，如发现货物的数量、型号、规格、质量等不符合合同约定的内容，卖方负责在【15】天内进行补交和/或免费更换，并自行承担由此造成的一切费用，直至验收合格。

12.2 The Seller delivers the Goods to the place designated by the Buyer, and the Buyer conducts a preliminary acceptance of the appearance, quantity, specifications, model, etc. of the Goods. The buyer shall organize the final acceptance after receiving the acceptance application submitted by the seller [30] working days, make the acceptance report, and sign the acceptance opinion.

The acceptance content is divided into two parts: technical and commercial, including but not limited to the "technical indicators and parameters of goods" in the "Technical Agreement" signed according to the response document, and the commercial acceptance content includes delivery time and warranty period.

The acceptance criteria are divided into two parts: technology and business, the technical acceptance criteria are "technical indicators and parameters of goods" in the "Technical Agreement" signed according to the response document, and the commercial acceptance criteria are "delivery period: [10] months after the contract is signed (drawing approval and export license)" and "warranty period: [12] months".

After the final inspection of all goods (including those for which the seller is responsible for supplementary delivery and/or free replacement), the buyer will issue a certificate of acceptance with official seal. If the goods are supplied in instalments, the buyer may accept them in instalments, as the case may be, or after all the goods have been delivered to the place of delivery.

12.6 Experience acceptance, if it is found that the quantity, model, specification, quality, etc. of the goods do not conform to the content agreed in the contract, the seller is responsible for making up and/or replacing them free of charge within [15] days, and shall bear all the costs caused by this until the acceptance is qualified.

13. 索赔 Claims

13.3 如果在买方发出索赔通知后【15】天内，卖方未作答复，上述索赔应视为已被卖方接受。如卖方未能在买方提出索赔通知后【15】天内按照本合同通用条款第 13.2 款规定的任何一种方法解决索赔事宜，买方有权自行处理，因此产生的一切费用由卖方承担。

13.3 If, within [15] days after the Buyer's notice of claim, the Seller does not respond, said claim shall be deemed to have been accepted by the Seller. If the Seller fails to settle the claim in accordance with any of the methods specified in Article 13.2 of these General Conditions within [15] days after the Buyer's notification of the claim, the Buyer shall be entitled to deal with it at its own discretion and all costs incurred thereunder shall be borne by the Seller.

15. 违约赔偿 **Compensation for breach of contract**

15.1 买方未按照合同约定支付合同价款，每延迟一天，则按照应付未付价款总额的万分之一承担逾期付款的违约责任。

15.2 因买方原因导致变更、中止或者终止政府采购合同的，买方对卖方受到损失的赔偿或者补偿，由双方协商解决。

15.1 If the Buyer fails to pay the contract price as agreed in the contract, the Buyer shall be liable for default of payment at the rate of 1/10,000 of the total amount of the unpaid price payable for each day of delay.

15.2 If the government procurement contract is changed, suspended or terminated due to reasons attributable to the Buyer, the Buyer's compensation or compensation for the losses suffered by the Seller shall be resolved through negotiation between the two parties.

16. 不可抗力 **force majeure**

16.2 不可抗力通知送达时间：不可抗力发生后【15】天内。

16.2 Time of delivery of force majeure notice: [15] days after the occurrence of force majeure.

17. 税费 **Tax**

原产地是美国的产品产生的惩罚性关税由 / 承担。

Punitive tariffs incurred on products of U.S. origin are borne by /.

18. 履约保证金 **Performance Bonds**

本项目不提供。

This item is not available.

21. 争议解决 Dispute Resolution

21.1 协商或调解不成，双方同意按照下列第【1】种方式处理：

- 1) 任何一方可以向买方所在地人民法院起诉；
- 2) 向北京仲裁委员会申请仲裁。

21.1 If negotiation or mediation fails, the parties agree to handle it in accordance with [1] of the following methods:

- 1) Either party can file a lawsuit with the people's court where the buyer is located;
- 2) Apply to the Beijing Arbitration Commission for arbitration.

26. 通知 Notice

通知中的通讯地址或通讯号码：

买 方：北京量子信息科学研究院

联系人：刘充

通讯地址：北京市海淀区西北旺东路 10 号院西区 3 号楼

邮政编码：100193

电 话：18101366256

传 真：

卖 方：盛达欧科（北京）分析仪器有限公司

联系人：肖阳春

通讯地址：北京市西城区西直门外大街 1 号院 2 号楼 12 层 12C5

邮政编码：100044

电 话：01058301883

传 真：

Mailing address or number in the notification:

The Buyer: Beijing Academy of Quantum Information Sciences

Contact: Liu Chong

Mailing address: Building 3, West District, No. 10 Xibeiwangdong Road, Haidian District, Beijing

Postal Code: 100193

Tel: 18101366256

Fax:

The Seller: Scienta Omicron(Beijing) Analytical Instrument Co., Ltd.

Contact Person: Helen Xiao

Mailing Address: room 12C5, Building No. 2, No. 1Xizhimen Street , Xi Cheng

District, Beijing China

Zip code: 100044

Tel: 01058301883

Fax:

附件 1 Annex 1

货物清单一览表

List of goods

序号 ITEM	名称 NAME	规格 MODEL	数量 (单位) Qty.	备注 TIP
1	能量分析器	DA30-L XPS/UPS/ARPES (AE05606)	1 套/set	
2	双层磁屏蔽腔体	Custom made double liner stainless steel chamber (AE05636)	1 套/set	

服务及培训承诺函

Service and Training Commitment Letter

我方对买方科研仪器设备电子能量分析系统项目（项目编号：OITC-G230660888）交货时间/地点、货物检验/安装/调试/验收、技术服务/培训、质量保证/响应时间等作如下承诺：

We make the following commitments to the buyer's research instrument equipment electron energy analysis system project (project number: OITC-G230660888) delivery time/location, goods inspection/installation/debugging/acceptance, technical services/training, quality assurance/response time, etc.:

1. 按照合同要求我方安排将该合同项下货物在合同签订后【10】个月内准时发送至买方指定地点，并承诺提供全新、质量合格的，且符合中国的电力标准和安全防护标准的原厂货物。

According to the contract requirements, we will arrange to deliver the goods under this contract to the buyer's designated location on time within [10] months after the contract is signed, and promise to provide brand new, qualified quality, and original factory goods that comply with China's electricity and safety protection standards.

2. 当货物到达买方指定地点后，我方与买方依据《货物/服务清单一览表》共同对货物进行开箱验收，并对货物逐项检查。如买方发现所提供货物的品质和技术规范不符合合同要求，或有明显损坏时，买方有权向我方提出退、换和索赔。

After the goods arrive at the buyer's designated location, we and the buyer jointly conduct unpacking acceptance of the goods according to the "List of Goods/Services" and inspect the goods item by item. If the buyer discovers that the quality and technical specifications of the goods provided do not meet the requirements of the contract, or there is obvious damage, the buyer has the right to request a return, replacement, and claim from us.

3. 我方在货物到达买方场地后，会尽快组织完成整套货物的安装调试。如货物安装有特殊要求，我方会在货物安装之前 2 周内以书面形式向买方提出安装场地环境要求，并对买方就安装场地环境的咨询提供技术支持。

After the goods arrive at the buyer's site, we will organize the installation and commissioning of the entire set of goods as soon as possible. If there are special

requirements for the installation of goods, we will submit written requirements for the installation site environment to the buyer within 2 weeks before the installation of goods, and provide technical support for the buyer's consultation on the installation site environment.

4. 我方安装施工期间若损坏买方的设备设施，需原价赔偿。

If the buyer's equipment and facilities are damaged during our installation and construction period, we will need to compensate for the original price.

5. 在测试过程中，如果任何软、硬件发生故障，我方会及时更换不合格的部件，并重新进行安装测试，由此引起的全部费用由我方承担。

During the testing process, if any software or hardware malfunctions, we will promptly replace the unqualified components and conduct installation and testing again. All costs incurred as a result will be borne by us.

6. 在安装、调试过程中，我方会向买方提供安装调试过程中的各种文档资料，以便买方掌握操作方法和维护方法。对买方技术人员所提出的技术问题，我方技术人员会认真研究以给予买方满意的答复。

During the installation and debugging process, we will provide the buyer with various documents and materials during the installation and debugging process, so that the buyer can master the operation and maintenance methods. Our technical personnel will carefully study the technical issues raised by the buyer's technical personnel to provide a satisfactory response to the buyer.

7. 安装调试完毕通过验收后，我方会向买方提出验收申请，由买方组织有关人员进行验收，买方根据测试结果提交验收报告，并在验收报告上签字确认。

After the installation and debugging are completed and accepted, we will submit an acceptance application to the buyer. The buyer will organize relevant personnel to conduct the acceptance, and the buyer will submit an acceptance report based on the test results and sign for confirmation on the acceptance report.

8. 对于我方所提供产品的全面、细致的操作方法及基本维修技术，我方会安排专业技术人员现场提供培训，为期数天（根据买方掌握情况和要求），包括讲解基本原理和结构，系统硬件与软件的使用方法及技巧、产品维护保养和简单故障排除等，保证使用人员能够正常操作和使用。

For the comprehensive and detailed operation methods and basic maintenance techniques of the products we provide, we will arrange professional technical personnel to provide on-site training for several days (based on the buyer's understanding and requirements), including explaining the basic principles and structure, using methods and techniques of system hardware and software, product maintenance and simple troubleshooting, etc., to ensure that users can operate and use them normally.

9. 培训安排: Training arrangement:

1) 首次培训: 我方安排专业工程师从软硬件介绍到基础原理讲解, 直至买方完全掌握使用的知识和技能。培训地点为买方指定地点。

First training: We will arrange professional engineers to introduce software and hardware to explain basic principles until the buyer fully grasps the knowledge and skills required for use. The training location is designated by the buyer.

2) 深度培训: 在完成首次安装调试后, 与买方协商后安排 3-6 次短期培训, 讲解并进行深度实验指导。

Deep training: After completing the first installation and debugging, arrange 3-6 short-term training sessions after consultation with the buyer to explain and provide guidance on deep experiments.

3) 邀请买方参加我方后期组织的技术培训会。

Invite the buyer to participate in our later organized technical training meeting.

10. 我方承诺对所有货物保修【12】个月, 终身维护, 质量保证期外只收取配件成本费用, 且长期提供技术服务。

We promise to provide a warranty of [12] months for all goods, with lifelong maintenance. We will only charge the cost of accessories outside the warranty period, and provide long-term technical services.

11. 在质量保证期内所提供的技术服务:

Technical services provided during the warranty period:

1) 免费上门服务。Free on-site service.

2) 免费提供产品的维护、故障维修。Provide free product maintenance and troubleshooting.

3) 免费更换损坏的和有缺陷的零部件 (人为因素导致产品故障除外)。

Free replacement of damaged and defective parts (excluding product failures caused by human factors).

4) 免费提供对买方相关人员进行运维培训直至其能熟练使用为止。

Provide free operation and maintenance training for relevant personnel of the buyer until they are proficient in using it.

5) 免费培训内容包括讲解基本原理和结构, 系统硬件与软件的使用方法及技巧, 以及产品维护保养和简单故障排除等。

The free training content includes explaining the basic principles and structure, methods and techniques for using system hardware and software, as well as product maintenance and simple troubleshooting.

6) 我方提供 24 小时电话咨询。若产品出现故障, 在接到报障电话后及时响应, 48 小时内远程解决; 如无法远程解决, 则需派工程技术人员上门维

修，提供同类产品供买方使用至故障产品能正常使用为止。如果需要更换配件的，更换的配件跟被更换的品牌、型号相一致或者是同类同档次的替代品。We provide 24-hour telephone consultation service. If there is a malfunction in the product, respond promptly after receiving the call for a malfunction and resolve it remotely within 48 hours; If remote resolution is not possible, engineering and technical personnel need to be sent to repair the product and provide similar products for the buyer to use until the faulty product can be used normally. If it is necessary to replace accessories, the replaced accessories should be consistent with the brand and model being replaced, or should be substitutes of the same type and grade.

12. 在质量保证期外所提供的技术服务:

Technical services provided outside the warranty period:

1) 提供上门服务。Provide on-site service.

2) 我方对产品提供终身维护维修服务，只收取零配件成本费用。

We provide lifelong maintenance and repair services for our products, only charging the cost of spare parts.

3) 若有零部件出现故障，经权威部门鉴定属于寿命异常问题（明显短于该零部件正常寿命）时，则有我方负责更换及维修。更换损坏部分以及硬件升级等只收取硬件成本费。

If a component malfunctions and is identified by an authoritative department as having an abnormal lifespan (significantly shorter than the normal lifespan of the component), we will be responsible for replacement and maintenance. Only hardware cost fees will be charged for replacing damaged parts and upgrading hardware.

4) 我方提供 24 小时电话咨询。若产品发生故障，我方技术人员第一时间回复客户，买方所在地技术人员 8 小时内赶到工作现场，买方所在地以外技术人员 4 个工作日内赶到工作现场。

We provide 24-hour telephone consultation service. If the product malfunctions, our technical personnel will reply to the customer as soon as possible. The technical personnel from the buyer's location will arrive at the work site within 8 hours, and the technical personnel from outside the buyer's location will arrive at the work site within 4 working days.

13. 因买方使用不当，保管不善等买方自身原因而造成我方所提供的产品不能正常使用的，不在免费保修之列，但我方将提供有偿服务协助买方解决问题。

If the products provided by us cannot be used properly due to the buyer's own reasons such as improper use or improper storage, they are not included in the free warranty. However, we will provide paid services to assist the buyer in solving the

problem.

14. 耗材解决方案: Consumable solutions:

我方在【北京】办事处设有备件库,常用耗材常年备货,保障买方能够得到最及时有效的售后服务。

We have a spare parts warehouse in our [Beijing] office, and we stock commonly used consumables year-round to ensure that the buyer can receive the most timely and effective after-sales service.

15. 热线服务电话联络方式及地址:

Hotline service telephone contact and address:

全国总技术服务人员 Service contact: 张春红

联系电话 Contact number: 010-5830 1883

地址 Address: 北京市西城区西直门外大街1号院2号楼12层12C5