

进口代理协议

日期：2019-7-2

协议号：2019OMJH/DI3039073HK

委托方：中国科学院大连化学物理研究所  
大连市中山路 457 号 邮编：116023  
电话：(0411)84671991 传真：(0411)84691570

代理方：大连东方进出口有限责任公司  
大连市中山路 161 号 邮编：116011  
电话：(0411)83629379 传真：(0411)83636648

经双方友好协商达成进口代理协议如下：

一、进口代理的双方约定：

1. 大连东方进出口有限责任公司是中国科学院大连化学物理研究所的进口订货代理方，在大连化学物理研究所的委托下，全权负责该研究所委托货物的进口合同等事宜。现委托代理如下物品的进口，由大连东方进出口有限责任公司负责办理该货物的进口手续，代理办理进口批件及其他所需进口文件（免税证除外），提供从签订合同到送货到门的全程服务，确保本协议中的中英文货名与外商签订合同中的一致，如因代理方本身原因造成货物没能及时进口而造成的损失，由代理方进行赔偿。

中文货名	原位气氛处理及制样系统		
英文货名	In-situ XPS sample preparation system		
供货商：	FERMI INSTRUMENTS CO., LIMITED		
生产国别：	CHINA		
型号规格：	RDC820		
委托金额：	USD154,000.00		
进口批件以及其他所需进口文件	机电证、免税证明		
上述信息确认无误，代理方经办人签字：	李泽霖	电话：83629406	
上述信息确认无误，委托方经办人签字：		电话：	课题组：



2. 代理费: 按发票金额 0.8% 收取, 最低收费标准人民币 800 元;
3. 其它费用: 代垫代收, 如有税费, 则以海关核定的为准;
4. 汇率: 以电汇或信用证对外付款当天银行汇率为结算汇率。

## 二、委托方责任:

1. 提供国外出口商名称、地址及电话和传真、银行信息、产地和厂家;
2. 提供已确认的产品清单、产品型号、价格和准确的中英文品名;
3. 合同签订后 1 周内提供 100% 预付货款 (¥1,100,000.00) 至如下账户:  
开户行: 中国银行股份有限公司大连中山支行  
账号: 305156317825  
汇款时请注明简缩协议号: 2019/DI3039073

## 三、代理方责任:

1. 同供货商签订进口合同;
2. 负责对外付款;
3. 负责协助办理进口批件及其他所需进口文件 (免税证除外); 报关提货;
4. 负责外汇核销;
5. 按时结算。

此协议如有变化需提前 1 个月书面通知对方口以上未尽事宜, 双方友好协商解决。此协议经双方签字、盖公章后即生效 (传真件有效)。

委托方:

中国科学院大连化学物理研究所



## CONTRACT 合 同

No. 合同号: 2019OMJH/DI3039073HK

Date 日期: 2019-7-4

The Buyers 买方: DOSIC Import & Export Co., Ltd  
201 Huangpu Road, High-Tech Zone, Dalian 116023, China  
Tel: 86-0411-83629406 Fax: 86-0411-83636648

The Sellers 卖方: FERMI INSTRUMENTS CO., LIMITED

Room 1902, Easey Comm. Bldg, 253-261 Hennessy Road, Wanchai, HONGKONG  
Tel: 00852-28113620 Fax: 00852-28113621

BANK INFORMATION: FERMI INSTRUMENTS CO., LIMITED.

Account No.: OSA 90000087348100

SWIFT Code: COMMCN3XOB

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

兹经买卖双方同意, 按下列规定条款购买/出售下述商品并签订本合同。

1.

Commodity, Specifications 品名	Unit 单位	Qty 数量	Unit Price 单价	Total Amount 总价
原位气氛处理及制样系统 In-situ XPS sample preparation system Model: RDC820 Brand: FERMI INSTRUMENTS	SET	1	USD154,000.00	USD154,000.00
TOTAL: CIP DALIAN AIRPORT, CHINA				USD154,000.00
Total Value 总价	CIP DALIAN AIRPORT, CHINA USD154, 000.00 (SAY USD ONE HUNDRED AND FIFTY FOUR THOUSAND ONLY)			

2. COUNTRY OF ORIGIN AND MANUFACTURERS 原产地及制造厂商: China 中国 / FERMI INSTRUMENTS (SHANGHAI) CO., LTD 费勉仪器科技(上海)有限公司

3. PACKING 包装: To be packed in new strong packages, suitable for long distance ocean/air and inland transportation. 使用全新坚固、适于长途海运/空运的包装。

4. SHIPPING MARK 唛头: The Sellers shall mark on the four adjacent sides of each package with fadeless paint the package number, Contract No., Port of Destination, gross weight, net weight, measurement and the wordings: "KEEP AWAY FROM MOISTURE" "HANDLE WITH CARE", "THIS SIDE UP" etc. the lifting position, and the shipping mark: 卖方须用不退色涂料在每个包装箱四周标明箱号、合同号、目的港、毛重、净重、体积、"勿使受潮""小心轻放""此面向上"等字样及吊装位置和唛头:

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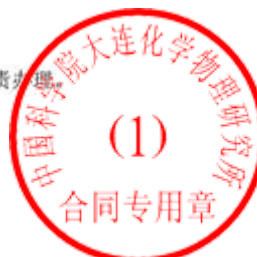
DALIAN AIRPORT, CHINA

5. TIME OF SHIPMENT 装运期: Within six months after contract signed 合同签订后 6 个月内

6. PORT OF SHIPMENT 装运港: Main Port of Shanghai 上海保税区

7. PORT OF DESTINATION 目的港: DALIAN AIRPORT, CHINA 中国大连机场

8. INSURANCE 保险: TO be covered by the Sellers after shipment. 装运后由卖方负责



9. PAYMENT 支付方式: 100% irrevocable and non-transferable LC a) 90% Of Contract Value Shall Be Paid against shipping documents b) 10% Contract Value Should Be Paid Against The Original Final Acceptance Signed By The end user. with the stamp of Dalian Institute of Chemical Physics, Chinese Academy of Sciences. 100%不可撤销不可转让信用证, 90%见单即付, 合同金额的 10%货款凭卖方方向议付行呈交最终用户签字并加盖中国科学院大连化学物理研究所公章的验收报告支付。

10. DOCUMENTS 发货单据:

(1) Air-freight 空运:

One original airway bill marked Freight Prepaid and consigned to the Buyers 一份标有“运费到付”或“运费预付”, 买方为收货人的正本空运提单。

(2) Manually Signed Commercial Invoice in 2 originals and 3 copies indicating Contract No. and Shipping Mark (in case of more than one shipping mark, the invoice shall be issued separately), made out in details as per the relative contract. 根据有关合同出具内容详细的发票正本 2 份、副本 3 份, 并注明合同号和唛头(一个以上唛头时, 须分别开具发票)

(3) Packing List in 2 originals and 2 copies issued by the Sellers. 由卖方出具的装箱单正本 2 份, 副本 2 份。

(4) Certificate of Quality and Quantity/Weight in 1 original and 1 copy issued by the Manufacturers or Sellers. 由制造厂家或卖方出具的质量和数量证明书正本各 1 份、副本各 1 份。

(5) In case of CIF/CIP, Full Set (included 1 original and 1 copy) of Insurance Policy, covering Air Transportation 110% of invoice value against all risks and war risks. 价格条件为 CIF/CIP 时, 按发票金额的 110%投保一切险和战争险的保险单正本和副本各 1 份。

(6) Copy of fax/letter to the Buyers advising particulars of shipment immediately after shipment is made. 通知买方货物装运细节的传真或信函副本一(1)份。

(7) Certificate of Origin in 1 original and 2 copies. 原产地证明正本 1 份、副本 2 份。

(8) Declaration of No wood packing issued by the Sellers OR certificate issued by the Sellers certifying that the wood package is marked with IPPC logo. 卖方出具的非木质包装声明或 IPPC 标示证明。

10.2. The number and contents of the documents shall be complete and correct. If the Buyers fail to pass the Customs and take over the goods in time due to the Sellers not having provided the documents specified as above, all losses shall be borne by the Sellers. The Buyers' name with its complete address and telephone number must be printed on Bill of Lading or Airway Bill, otherwise the Sellers shall be responsible for the losses arising thereof. 文件的数量和内容应完整无误。如因卖方未按要求提供上述单据导致买方不能及时通关提货, 所有损失由卖方承担。海运提单或空运提单上必须印有完整的买方名称、地址和电话, 否则由此产生的损失将由卖方承担。

11. SHIPMENT: 装运

CFR / CIF / CIP Terms CFR / CIF / CIP 价格条件:

a. The Sellers shall ship the goods within the time of shipment from the port of shipment to the port of destination. Transshipment is allowed. Whereas transshipment has happened, all the expenses and costs occurred thereof shall be borne by the Sellers. 卖方负责按时将货物从装运港运至目的港。不允许转运。如有转运发生, 由此而产生的所有费用由卖方承担。

b. In case the goods are to be dispatched by parcel post/air-freight, the Sellers shall, 30 days before the time of delivery as stipulated in Clause 5, inform the Buyers by fax/letter of the estimated date of delivery, Contract No., commodity, invoiced value, etc. The Sellers shall, immediately after dispatch the goods, advise the Buyers by fax/letter of the Contract No., commodity, invoiced value, date of dispatch and master airway bill no. 货物邮寄或空运时, 卖方须根据本合同第 5 款规定的装运期前 30 天以传真或信函通知买方预计交货期、合同号、品名和发票金额等。发货后, 卖方须立即以传真或信函通知买方合同号、发票金额、品名、发货期和空运主运单号。

12. SHIPPING ADVICE 装运通知

The Sellers shall, immediately upon the completion of the loading of the goods, advise by fax/letter the Buyers of the Contract No., commodity, master Airway Bill No./Ocean Bill No., invoiced value, gross weight, flight no. and date of departure etc. 卖方完成装运货物后, 须立即以传真或信函通知买方合同号、品名、空运主运单号或海运提单号、发票金额、毛重、航班号及日期等。如因卖方未及时通知导致买方不能及时投保, 卖方须承担全部损失。如有易燃和危险品, 亦应详述。

13. GUARANTEE OF QUALITY: 质量保证

The Sellers guarantee that the commodity hereof is made of the best materials with first class workmanship, brand new and unused, and complies in all respects with the quality and specifications stipulated in this Contract. The guarantee period shall be 36 months counting from the date of final acceptance of the goods. 卖方保证本合同项下之商品是由最好的材料及一流工艺所制造、崭新的、未经使用的商品, 完全符合合同规定的质量和规格。质保期为货物最终验收之日起算 36





个月。

14. CLAIMS 索赔:

Within 90 days after the arrival of the goods at destination, should the quality, specification, or quantity be found not in conformity with the stipulations of the contract except those claims for which the insurance company or the freight agency are liable, the Buyers shall, on the strength of the Inspection Certificate issued by China Entry-Exit Inspection And Quarantine Bureau(CIQ), have the right to claim for replacement with new goods, or for compensation, and all the expenses (such as inspection charges, freight for returning the goods and for sending the replacement, insurance premium, storage and loading and unloading charges etc.) shall be borne by the Sellers. As regards quality, within 12 months from the date of final acceptance of the goods, should damages occur in the course of operation because of inferior quality, poor workmanship or inferior material used, the Buyers shall immediately notify the Sellers in writing and put forward a claim supported by Inspection Certificate issued by China Entry-Exit Inspection And Quarantine Bureau CIQ). The Certificate so issued shall be accepted as the base of a claim. The Sellers, in accordance with the Buyers' claim shall be responsible for the immediate elimination of the defect(s), complete or partial replacement of the commodity or shall devalue the commodity according to the state of defect(s). Where necessary, the Buyers shall be at liberty to eliminate the defect(s) themselves at the Sellers' expenses. If the Sellers fail to answer the Buyers within one month after receipt of the aforesaid claim, the claim shall be reckoned as having been accepted by the Sellers. 在货物抵达目的地后 90 天内, 如发现货物质量、规格或数量与合同规定不符(保险公司及船方应付的责任除外), 买方有权凭中国进出口商品检验检疫局(CIQ)出具的检验证明提出更新货物或赔偿的索赔要求。所有相关费用(如检验费、退换货费、保险费、仓储费、装卸费等)均由卖方承担。货物最终验收之日起 12 个月内, 如由于质量低劣、工艺或材质欠佳而导致在操作过程中发生损坏, 买方应立即书面通知卖方并凭中国进出口商品检验检疫局(CIQ)出具的检验证明提出索赔。此检验证明即为索赔基础。根据买方的索赔要求, 卖方须负责立即排除缺陷, 全部或部分更换商品或根据缺陷情况对商品作降价处理。必要时, 买方可自行排除缺陷, 费用由卖方负担。如卖方收到上述索赔后一个月仍未答复买方, 即视为卖方已接受该索赔要求。

15. FORCE MAJEURE 不可抗力:

The Sellers shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure, such as war, serious fire, flood, typhoon, and earthquakes, or other events agreed upon by both parties, which might occur during the process of manufacturing or in the course of loading or transit. The Sellers shall advise the Buyers immediately of the occurrence mentioned above and within fourteen days thereafter, the Sellers shall send by airmail to the Buyers for their acceptance a certificate of the accident issued by the Competent Government Authorities where the accident occurs as evidence thereof. Under such circumstances the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 10 weeks, the Buyers shall have the right to cancel the Contract. 生产、装运过程中和运输途中如发生战争、严重火灾、洪水、台风、地震或双方同意的其他不可抗力事件, 导致卖方延迟交货或不交货, 卖方对此不负责任。如发生上述情况, 卖方须立即通知买方并在此后的 14 天内空邮送达买方一份由事件发生地政府主管当局出具的事件证明。在此情况下, 卖方仍有义务采取一切必要措施加速发货。事件延续 10 周以上, 买方有权取消合同。

16. LATE DELIVERY AND PENALTY 迟交货与罚金:

Should the Sellers fail to make delivery in time as stipulated in the Contract, with exception of Force Majeure causes specified in Clause 15 of this Contract, the Buyers shall agree to postpone the delivery on condition that the Sellers agree to pay a penalty which shall be deducted by the paying bank from the payment. The penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. The rate of penalty is charged at 0.5% for every seven days, odd days less than seven days should be counted as seven days. In case the Sellers fail to make delivery ten weeks later than the time of shipment stipulated in the Contract, the Buyers shall have the right to cancel the contract and the Sellers, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyers without delay. 除本合同第十五款规定的不可抗力原因外, 如卖方未能按合同规定及时交货, 买方应同意在卖方同意支付行支付罚金的前提下延期交货, 罚金由支付行在议付货款时扣除。该罚金不超过延迟交货总值的 5%。罚款率按每 7 天收取 0.5% 计, 不足 7 天的按 7 天计算。如卖方超过合同规定 10 周仍未交货, 买方有权取消合同。虽然合同取消了, 但卖方仍须不延迟地向买方支付上述罚金。

17. CONFORMITY 一致性:

The Invoice, Packing List and other documents issued by the Seller under this contract must be strictly in conformity with the contract. Also, the commodities delivered by the Sellers under this contract, must be strictly in conformity with the contract Invoice and Packing List in terms of specification, technical indices, quantities and price. Should the Sellers fail to abide by this stipulation, the Sellers shall take their own responsibility for all the consequences arising therefrom. 卖方在本合同项下开具的发票、装箱单和其他单据必须与本合同严格一致。卖方在本合同项下交付商品的规格、技术指标、数量和价格等也必须与合同、发票和装箱单严格一致。如卖方违反本规定, 由此而产生的一切后果由卖方承担。



## 18. ARBITRATION 仲裁:

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to China International Economic and Trade Arbitration Commission in accordance with the Provisional Rules of Procedures promulgated by the said Arbitration Committee. The Arbitration shall take place in Beijing and the decision of the Arbitration Committee shall be final and binding upon both parties; neither party shall seek recourse to a law court or other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party. 有关本合同及其执行中的所有争议均应通过友好协商解决。如协商无效, 可根据中国国际经济贸易仲裁委员会颁布的仲裁程序暂行规则提交该委员会仲裁。仲裁地为北京。仲裁委员会的裁决是终局性的, 并对双方均有约束力。任何一方都不再寻求诉诸法院或其他当局以求改变这一决定。仲裁费由败诉方承担。

## 19. APPLICABLE LAW 适用法律:

The contract shall be interpreted in accordance with the laws of the P.R.C.  
根据中华人民共和国法律解释本合同。

## 20. SPECIAL PROVISIONS 特殊条款:

20.1 Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc., which may have been made available to the Buyer. The Seller also remains the exclusive owner of any intellectual or industrial property rights related to the Goods. The seller shall ensure that the third party shall not claim any rights from the buyer with respect to the delivery of the subject matter. In case of intellectual property rights and confidentiality liability, seller shall bear all legal liability and liability for compensation. 除非另有约定, 尽管买方有可能得到软件、图纸等, 但买方并不因此而获得它们的产权。卖方仍是与货物有关的知识产权或工业产权的唯一所有者。卖方要保证第三人不得向买方就交付标的物主张任何权利。如果发生知识产权和保密责任, 都由卖方承担全部法律责任和赔偿责任。

20.2 The attachment(s) shall be considered integral part(s) of this contract.

Should any of the contents of the Contract be amended and /or supplemented by mutual agreement, addendum in written notice to the Contract shall be signed by both parties and shall form an integral part of the Contract. 合同附件为本合同不可分割的组成部分。如合同双方同意修改和补充本合同, 双方须签署合同附录。该附录为本合同不可分割的组成部分。

IN WITNESS THEREOF, this Contract is signed by both parties in two original copies; each party holds one copy.  
此证, 本合同由双方签署二份正本, 合同双方各持一份。

THE BUYERS: 买方:  
DOSIC Import & Export Co., Ltd

THE SELLERS: 卖方:  
FERMI INSTRUMENTS CO., LIMITED

大连东方进出口有限责任公司  
DOSIC IMP. & EXP. CO., LTD.

李泽霖  
Authorized Signature

