

项目编号: HCZB2023-050

北京量子信息科学研究院

Beijing Academy of Quantum Information
Sciences

科研仪器设备电子束曝光机

Scientific Research Instruments and Equipment
Electron Beam Lithography System

政府采购合同

Government Procurement Contract

买 方: 北京量子信息科学研究院
The Buyer: Beijing Academy of Quantum Information Sciences

卖 方: 锐时科技(北京)有限公司
The Seller: Raith China Co., Ltd

签署日期: 2023.5.18

Date:



目录 Catalog

第一章 合同书.....	1
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
1. 定义 DEFINITIONS.....	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	8
5. 包装要求 PACKAGING REQUIREMENTS.....	9
6. 装运标志 SHIPPING SIGNS	9
7. 交货方式、装运通知 MODE OF DELIVERY, SHIPPING NOTICE	10
8. 保险 INSURANCE.....	11
9. 付款条件 PAYMENT TERM.....	11
10. 技术资料 TECHNICAL DATA.....	11
11. 质量保证 QUALITY ASSURANCE	11
12. 检验、验收 INSPECTION AND ACCEPTANCE	12
13. 索赔 CLAIMS.....	13
14. 迟延交货 DELAY IN DELIVERY.....	15
15. 违约赔偿 COMPENSATION FOR BREACH OF CONTRACT	15
16. 不可抗力 FORCE MAJEURE.....	16
17. 税费.....	17
18. 履约保证金 PERFORMANCE BONDS.....	17
19. 售后服务 AFTER-SALES SERVICE.....	18
20. 培训 TRAINING	18
21. 争议解决 DISPUTE RESOLUTION.....	18
22. 违约解除合同 TERMINATION OF CONTRACT IN BREACH OF CONTRACT.....	19
23. 破产终止合同 BANKRUPTCY TERMINATION OF CONTRACT.....	19
24. 转让、分包 ASSIGNMENT AND SUBCONTRACTING	20
25. 合同修改 MODIFICATION OF CONTRACT.....	20
26. 通知 NOTICES.....	21

27. 计量单位 UNITS OF MEASUREMENT	21
28. 适用法律 GOVERNING LAW	21
29. 合同生效和其它 ENTRY INTO FORCE OF CONTRACT AND OTHERS	22
第三章 合同专用条款.....	23
CHAPTER III: SPECIAL CLAUSES FOR CONTRACTS.....	23
1. 定义 DEFINITIONS.....	23
7. 交货方式、装运通知 MODE OF DELIVERY AND NOTICE OF SHIPMENT	23
9. 付款条件 PAYMENT TERM.....	24
11. 质量保证 QUALITY ASSURANCE	24
12. 检验、验收 INSPECTION AND ACCEPTANCE	25
13. 索赔 CLAIMS	26
15. 违约赔偿 COMPENSATION FOR BREACH OF CONTRACT	26
16. 不可抗力 FORCE MAJEURE.....	27
17. 税费 TAXES	27
18. 履约保证金 PERFORMANCE BONDS.....	27
21. 争议解决 DISPUTE RESOLUTION.....	27
26. 通知 NOTICES.....	27
附件 1 ANNEX 1.....	29
货物/服务清单一览表	29
LIST OF GOODS/SERVICES.....	29
附件 2 ANNEX 2.....	30
服务及培训承诺函	30
SERVICE AND TRAINING COMMITMENT LETTER	30

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) 中标/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 construed, and their order of precedence is as follows:

- 1) This government procurement contract;
- 2) Winning bid/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 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》《中华人民共和国招标投标法》《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束曝光机项目（项目编号：HCZB2023-050）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 Bidding and Bidding 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 Scientific Research Instruments and Equipment Electron Beam Lithography System project of Beijing Academy of Quantum Information Sciences (project number: HCZB2023-050) after friendly negotiation, so that both parties abide by and implement 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 Amount

免税产品 Duty-free products: ____ / ____ 美元 USD (大写), ____ / ____ 美元 USD (小写);

____ / ____ 英镑 GBP (大写), ____ / ____ 英镑 GBP (小写);

壹佰贰拾伍万元整 EURO ONE MILLION TWO HUNDRED AND FIFTY THOUSAND ONLY 欧元 EUR (大写), 1,250,000.00 欧元 EUR (小写);

____ / ____ 日元 JPY (大写), ____ / ____ 日元 JPY (小写);

____ / ____ 人民币 RMB (大写), ____ / ____ 元 RMB (小写)。

按汇率 7.50 计算折合人民币 玖佰叁拾柒万伍仟元整元 (大写), 9,375,000.00 元 (小写)。

Calculated at an exchange rate of 7.50, it is equivalent to RMB NINE MILLION THREE HUNDRED AND SEVENTY FIVE THOUSAND ONLY, RMB 9375000.00.

涉及外币报价的,以外币结算。若结算时,外币报价按实时汇率折算成的人民币金额超过本项目预算金额,则按实时汇率将预算金额折算的外币金额结算。

If foreign currency quotations are involved, foreign currency shall be settled. If the amount of RMB converted into a foreign currency quotation at the real-time exchange rate exceeds the budgeted amount for this project at the time of settlement, the foreign currency amount converted from the budgeted RMB amount at the real-time exchange rate will be settled.

含税产品 Products with tax included: 人民币 RMB 零 元 (大写), RMB 0.00 元 (小写)。

2.2 金额构成 Amount Composition

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。

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 Goods:

包括免税的进口产品和国产产品的主机、标准附件、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/买方指定卸货点),以及非免税的进口产品和国产产品的主机、标准附件、专用工具、软件等的含税价。

Including the landed price of the main system, standard accessories, special tools, software, etc. of duty-free imported products and domestic products (airports/ports/bonded zones/free trade zones/buyer's designated loading bay in China), as well as the main system, standard accessories, special tools, software, etc. of non-duty-free imported products and domestic products

2.2.2 服务 Service:

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（买方指定卸货点）之前的仓储费、保管费、保险费、运输费、装卸费、搬运费等。

Including bidding/responding to the cost of goods inspection, installation, commissioning, technical service and training, service during quality assurance, etc., as well as storage fees, storage fees, insurance fees, transportation fees, loading and unloading fees, handling fees, etc. before the goods are transported to the final destination (the buyer's designated loading bay).

2.2.3 其他 Others:

对原产于美国的产品，在免去科技创新进口税之外，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。

For products originating in the United States, in addition to the exemption from import taxes on scientific and technological innovation, 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.

免税的进口产品和国产产品的免税申请、报关、清关等手续由外贸公司协助办理，合同金额不含与此相关的费用。

The duty-free application, customs declaration, customs clearance and other procedures for duty-free imported products and domestic products shall be handled with the assistance of the foreign trade company, and the contract amount does not include the related costs.

3. 付款条件 Payment Term

3.1 免税的进口产品和国产产品:

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 30 日内，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 60%作为预付款；预计发货前 90 日，外贸公司按合同金额的 30%开立不可撤销信用证（L/C），凭发货单据议付；在安装调试后凭买方盖章签字的验收合格报告在 30 个工作日内电汇（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由卖方指定的境外公司承担。

Duty-free imports and domestic products:

Within 30 days 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 shall

pay 60% of the contract amount to the overseas company designated by the seller by wire transfer (T/T) as an advance payment; 90 days before scheduled delivery, the foreign trade company shall issue an irrevocable letter of credit (L/C) at 30% of the contract amount, which will be paid against shipping documents; After installation and commissioning, 10% of the contract amount will be paid by wire transfer (T/T) within 30 working days after the acceptance report signed by the buyer. All bank fees other than the issuing bank and the remittance bank shall be borne by the overseas company designated by the seller.

3.2 含税产品 Products with tax included:

买方和卖方签订合同后, 支付合同金额的 30%作为预付款; 货物交货后, 买方组织到货验收, 验收合格并收到卖方 100%合同金额的普通增值税发票后 15 日内, 买方将向卖方支付合同金额的 70%。

(如卖方为中小企业, 支付合同金额的 50%作为预付款; 货物交货后, 买方组织到货验收, 验收合格并收到卖方 100%合同金额的普通增值税发票后 10 日内, 买方将向卖方支付合同金额的 50%。)

After the buyer and seller sign the contract, 30% of the contract amount is paid as an advance payment; After the delivery of the goods, the buyer organizes the acceptance of the goods, and within 15 days after the acceptance is qualified and receives the ordinary VAT invoice of 100% of the contract amount from the seller, the buyer will pay the seller 70% of the contract amount. (If the seller is an SME, pay 50% of the contract amount as an advance payment; After the delivery of the goods, the buyer organizes the acceptance of the goods, and within 10 days after the acceptance is qualified and receives the ordinary VAT invoice of 100% of the contract amount from the seller, the buyer will pay the seller 50% of the contract amount.)

4. 交货时间、地点 Delivery time and location

4.1 交货时间 Delivery time: 收到预付款后 10 个月内且出口文件获批后 4 个月内完成供货, 以后到为准。 Within 10 months after pre-payment and 4 months after export document (zero notice) approved, whichever comes later.

4.2 交货地点 Place of delivery: 北京量子信息科学研究院指定卸货点 Beijing Academy of Quantum Information Sciences designated unloading point (DAP loading bay, Incoterms 2010).

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 enter 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 2024年5月18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	于海峰 Haifeng Yu		
	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 District, No. 10 Xibeiwangdong Road, Haidian District, Beijing, P.R.China	邮政编码 Zip code 100193	
卖方 Seller	电话 Tel	010-83057588	传真 Fax 010-83057599	 合同专用章 或 单位公章 Contract special seal or Official seal 2024年5月18日 Y M D
	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		
	单位名称 The Seller	锐时科技(北京)有限公司 Raith China Co., Ltd		
卖方 Seller	法定代表人 或 委托代理人 legal representative or Delegate Agent	(签章 Signature and Seal)  		 合同专用章 或 单位公章 Contract special seal or Official seal 2024年5月18日 Y M D
	联系人 (经办人) Contact person	赵璐 Lucia Zhao		
	通讯地址 Mailing address	北京市东城区北三环东 路36号1号楼7层 A709 房间	邮政编码 Zip code 100013	

	电话 Tel	010-59575977	传真 Fax /
	开户银行 Opening Bank	招商银行股份有限公司北京北三环支行 China Merchants Bank Co., Ltd. Beijing North Third Ring Sub-branch	
	账号 Account No.	110928030510101	

第二章 合同通用条款

Chapter II: General Contract Terms

1. 定义 Definitions

本合同中的下列术语应解释为：

The following terms in this contract shall be construed as:

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。

"Contract" means the agreement between Buyer and Seller signed by Buyer and Seller as set forth in the Form of Contract, including all attachments, addenda and other documents forming a contract.

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。

"Contract Amount" means the amount of the transaction payable by Buyer to Seller pursuant to the Contract upon full performance of Seller's contractual obligations.

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。

"Goods" means articles of every form and kind that the Seller is required to provide to the Buyer under the Contract, including raw materials, fuel, equipment, products and related information.

"Services" means the services that Seller is required to provide to Buyer under the Contract, such as transportation, insurance, installation, commissioning, technical assistance, training, etc.

1.4 “买方”系指与中标/成交人签署合同的单位（含最终用户）。

"Buyer" means the entity (including the End User) that enters into the contract with the successful bidder/dealer.

1.5 “卖方”系指根据合同约定提供货物/服务的中标/成交人。

"Seller" means the successful bidder/transaction for the provision of goods/services under the contract.

1.6 “现场”系指合同约定货物运至、安装及服务执行的地点。

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

1.7 “验收”系指合同双方依据强制性的国家技术规范 and 合同约定，确认合同项下的货物/服务符合合同约定的活动。

"Acceptance" refers to 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/响应文件的技术规格偏离表（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) to the technical specifications of the tender/response documents. If there is no corresponding explanation in the technical specifications, the corresponding standards and specifications issued by the 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卸货点后视为交付，货物的所有权自支付全部货款时起转移。卖方就交付的货物，负有保证第三人向买方主张任何权利的义务。

The goods shall be deemed delivered upon arrival at the loading bay (per Incoterms 2010) designated by the buyer. Ownership of the goods passes from the time of all payment settled. 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 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。

The risk of damage and loss shall be borne by the seller before delivery and by the buyer after delivery.

- 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。

In the event that the risk of damage or loss of the goods is borne by the buyer, it does not affect the buyer's right to demand liability for breach of contract due to the seller's performance of contractual obligations 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、著作权或者其它知识产权的主张。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。

Seller warrants that Buyer's use of all or any part of the goods/services procured from Seller under this contract will be indemnified 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 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拥有者或合法被许可使用人的相关证明材料。

For the goods/services and any other matters involving intellectual property rights under this contract, the seller shall be responsible for providing relevant supporting materials that it is the rightful owner or lawful licensee of such intellectual property rights.

- 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。

The Buyer is permanently entitled free of charge to the right to use the intellectual property rights and know-how contained in the goods/services, software, documentation, etc. provided by the Seller under this contract.

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 way 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 suitable for 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。

The seller shall mark the four sides of each box with indelible pigment in a conspicuous Chinese or foreign text, indicating the name, brand, model, box number, weight, size, etc. of the goods.

- 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。

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 language and appropriate shipping marks to ensure safe loading and 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 notice**

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。

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。

The mode of delivery is generally the following three, 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.

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 卖方应至少在合同约定的货物发出前 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。

The Seller shall notify the Buyer by e-mail at least 7 days before the ship-out time agreed in the contract, of the contract number, the number of goods, the number of boxes, the dimensions of the box (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 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。

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 handle "all risks" at the rate of 110% of the invoice amount; If the goods are quoted on the basis of the buyer's own collection, the insurance is handled by the buyer.

9. 付款条件 Payment Term

付款条件见“合同专用条款”。

The terms of payment are set out in "Contract-specific clauses".

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、场地准备所需要的图纸、操作手册、使用指南、用户维修指南和场地准备或标准操作所要求的示意图等发给买方。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 as required for installation site preparation by Buyer, operation manuals, user guides, user maintenance guides, and schematic diagrams (as required for site preparation or standard operation). 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。

The seller shall guarantee that the goods are new, unused, in all respects meet 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 在买方已相应地准备安装场地的前提下，卖方须保证所提供的货物安装正确、调试和保养正常（保修期内的维护免费提供，并在卖方保修后作为付费服务提供），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。

The Seller shall ensure that the goods supplied are properly installed (under the pre-condition that the Buyer has prepared the installation site accordingly), properly commissioning and maintained (with maintenance during warranty is provided free of charge and offered as a payable service after warranty by the Seller), and that they have the performance and functionality indicated in the product manual that meet the quality requirements 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 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。

According to the buyer's own inspection results according to the inspection standards or the inspection results entrusted by qualified relevant quality inspection agencies, 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 have defects, 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, modify or replace the defective goods free of charge within the time specified in the special terms.

- 11.4 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。质量保证期结束前货物出现缺陷、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 2 个工作日内电话响应，如需要工程师到现场则 5 个工作日内到现场进行维修或更换货物的服务，维修和更换产生的费用由卖方承担。

The warranty period of the goods/services under the contract shall be subject to the provisions of the special terms of the contract. Before 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 by telephone within 2 working days after receiving the notice, and if an engineer is required to go to the site, engineer will go to the site within 5 working days for repair or replacement of goods service, and the cost of repair and replacement shall be borne by the seller.

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。

Before 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 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。

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 report.

- 12.3 买方有权在最终工厂测试期间访问制造商的工厂。卖方不对因访问（计划）造成的发货延迟负责。

The Buyer has the right to visit manufacturer's factory during final factory tests. The Seller is not liable for delays in ship-out caused by the visit (planning).

- 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。

The seller must inform the buyer in advance of the mechanical operation test and performance test of the supplied goods by the manufacturer.

- 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，并承担相关的所有直接费用，但仅限于第 13 条的规定。延迟交货的罚款和不合格货物的罚款以合同价值的 5% 为限。

If the quality of the goods is unqualified and the relevant government departments impose penalties on this basis, the seller shall bear the relevant legal responsibilities ("penalties") and bear all the related direct expenses to the buyer, but only as stipulated in clause 13. The aggregated penalties for late delivery, penalty for unqualified goods are limited to 5% of the contract value.

- 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、更换或者降低不合格件的价格。

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 has the right to refuse to accept the goods or require the seller to repair, redo, replace or reduce the price of the non-conforming parts.

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）。间接损失的赔偿不包括在内。总赔偿和罚款限于合同价值的 5%。

If the quality, specifications, quantity, weight, etc. of the goods do not conform to the contract, or if the quality of the goods is proved to be defective, including latent defects or the use of non-conforming materials, etc. within the warranty period specified in 11.5, the buyer is 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). Compensation for consequential loss is excluded. Aggregated compensation and penalty is limited to 5% of the contractual value.

- 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：
During the inspection period and the warranty period specified in Articles 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 claims in one or more of the following ways agreed by the Buyer:

- 13.2.1 在质保期内，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直接费用，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。

During the warranty period, the seller shall refund the purchase price to the buyer as agreed in the contract and bear direct expenses incurred thereby, including interest, bank charges, freight, insurance, inspection fees, storage fees, loading and unloading costs and other necessary expenses 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.

- 13.2.3 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风险并负担买方所发生的一切直接费用。

Seller shall replenish missing parts, replace defective parts with new parts and/or repair/modify defective parts, to components or goods that meet specifications, quality and performance requirements, at all costs and risks and bear all direct costs incurred by Buyer.

- 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。索赔金额根据上述 13.1 的限制。

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 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. The amount of the claim claim is limited according to 13.1 as written above.

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。如果卖方无正当理由迟延交货尤其包括不可抗力的原因，买方有权提出违约损失赔偿或解除合同。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 seller delays delivery without justifiable reasons including especially reasons of Force Majeure, the buyer is entitled to claim damages for breach of contract or 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 Compensation 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%。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十周后仍不能装运，买方有权解除合同。

In addition to force majeure provided 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 calculation method is 0.5% for every seven days, odd days less than seven days should be counted as seven days. If the seller fails to ship the goods ten weeks after the delivery time agreed in the contract, the buyer has the right to cancel the contract.

- 15.2 卖方未按合同约定提交符合要求的履约保证金，每迟延一天，按照专用条款约定向买

方支付违约金。

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 delay.

- 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。

If the buyer fails to pay the contract price in accordance with the contract, it shall bear the liability for default of late payment in accordance with the special clauses.

- 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。

If the buyer returns the performance bond within the time limit, it shall bear the liability for breach of contract for the late return in accordance with the special terms.

- 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。

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。

If either party encounters force majeure provided for by law, which prevents the performance of the contract, the period for performance of the contract shall be extended for a period equal to the time affected by the force majeure.

- 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。

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 department to the other party at the time specified in accordance with the special clauses of the contract.

- 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。

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 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。

If force majeure occurs after a party delays the performance of the contract, the party who delayed performance cannot be exempted from the corresponding liability.

- 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。

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.

- 16.6 出口管制程序的延误是不可抗力。这可能包括及时收到出口许可证或制造商所在国家/地区出口当局要求的其他文件。

Delay in export control procedure is subject of Force Majeure. This may include the timely receipt of an Export License or other documentation as required by Export Authorities of the Manufacturer's country.

- 16.7 国外海关或商务部拒绝出口是不可抗力。在这种情况下，双方可以终止合同，卖方有义务退还预付款并补齐由于汇率导致的人民币差额。

The denial of export by foreign customs or the Ministry of Commerce is force majeure. In this case, the parties may terminate the contract and the seller is obliged to refund the advance payment and make up the difference in RMB due to the exchange rate.

- 16.8 在所有不可抗力的情况下，任何一方均不对另一方负责。

In all cases of Force Majeure each party is not liable to the other party.

17. 税费

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%。

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 shall not exceed 10% of the contract amount.

- 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。

If the seller fails to perform any of its obligations under the contract, the buyer is 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 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。

After the seller performs the contract and is accepted by the buyer, 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 refund guarantee.

- 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。

The performance bond is used to compensate the buyer for losses suffered 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》。

Provided that the goods supplied by the Seller under this contract shall be operated normally only after the Seller needs to provide training to the Buyer's personnel, Seller shall bear the obligation and related costs for training to Buyer's personnel. For details, please refer to Annex 2 "Service and Training Commitment Letter".

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。

Any dispute arising out of or in connection with the interpretation or execution 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 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。

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 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。

This Term is independent and the invalidity, modification, rescission and termination of this contract shall not affect the validity of this Term.

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。

In the event of any following 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 total or in part.

22.1.1 卖方未能在合同约定的限期满后 12 周内或买方同意延长的限期内，提供全部或部分货物的；

The seller fails to deliver all or part of the goods within 12 weeks after the time limit agreed in the contract unless a longer period is agreed by the Buyer.;

22.1.2 卖方未能履行合同约定的其它主要义务的；

The seller fails to perform other major obligations stipulated in the contract;

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。

The buyer believes that the seller has engaged in corruption and fraud in the performance of this contract. Among them, "corrupt behavior" refers to the offering/giving/receiving or asking for anything of value to affect all the behaviors of 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 部分解除合同的，卖方应继续履行合同中未解除的部分。

In the event of partial rescission of the contract, the seller shall continue to perform the unterminated part of the contract.

23. 破产终止合同 Bankruptcy Termination of 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 submitting it to the supervisory authority at the same level, and 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。

This contract is non-transferable

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。

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。

Neither the buyer nor the seller may change this contract without authorization, except where the continued performance of the contract will harm the public interest of the state and society. 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 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%。

Buyer reserves the right to increase or decrease the quantity of any goods under this contract, and 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 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 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。

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 can only be made after 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 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。

If the buyer makes a change to the specifications and models of the goods under the contract, the price change caused by the change shall be determined by separate negotiation between the parties.

26. 通知 Notices

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 from 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 in accordance with the correspondence address or 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 Governing 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 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。

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

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》

This contract also includes the following annexes, which are an integral part of this contract, and in the event of any inconsistency between the annexes and the text 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 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。

Modifications to this contract and all annexes shall be effective only if a written agreement signed by both the buyer and the seller.

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。

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

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。

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

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。

This contract shall come into force after it is signed by the legal representatives or authorized representatives of both parties and affixed with official seals.

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。

This contract has five copies, the buyer holds four copies, and the seller holds one copy, all of which have the same legal effect.

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。

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 Definitions

1.5 买方：本合同买方系指 北京量子信息科学研究院

The Buyer: The buyer of this contract is Beijing Academy of Quantum Information Sciences

1.6 卖方：本合同卖方系指 锐时科技（北京）有限公司

The Seller: Seller of this contract is Raith China Co., Ltd

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。

On-site: The place of delivery, installation and service execution of the goods under this contract is 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 用户指定卸货点交货。

Delivery term under this contract is loading bay designated by the user.

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。

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 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【15】天书面通知卖方。

If Buyer wishes Seller to deliver early or late, it shall notify Seller in writing at least [15] days before the agreed delivery time.

9. 付款条件 Payment term

9.1 免税产品 Duty-free products:

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 30 日内, 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 60% 作为预付款; 预计发货前 90 日, 外贸公司按合同金额的 30% 开立不可撤销信用证 (L/C), 凭发货单据议付; 在安装调试后凭买方盖章签字的验收合格报告在 30 个工作日内电汇 (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由卖方指定的境外公司承担。

Duty-free imports and domestic products:

Within 30 days 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 shall pay 60% of the contract amount to the overseas company designated by the seller by wire transfer (T/T) as an advance payment; 90 days before scheduled delivery, the foreign trade company shall issue an irrevocable letter of credit (L/C) at 30% of the contract amount, which will be paid against shipping documents; After installation and commissioning, 10% of the contract amount will be paid by wire transfer (T/T) within 30 working days after the acceptance report signed by the buyer. All bank fees other than the issuing bank and the remittance bank shall be borne by the overseas company designated by the seller.

9.2 含税产品 Products with tax included:

买方和卖方签订合同后, 支付合同金额的 30% 作为预付款; 货物交货后, 买方组织到货验收, 验收合格并收到卖方 100% 合同金额的普通增值税发票后 15 日内, 买方将向卖方支付合同金额的 70%。

(如卖方为中小企业, 支付合同金额的 50% 作为预付款; 货物交货后, 买方组织到货验收, 验收合格并收到卖方 100% 合同金额的普通增值税发票后 10 日内, 买方将向卖方支付合同金额的 50%)

After the buyer and seller sign the contract, 30% of the contract amount is paid as an advance payment; After the delivery of the goods, the buyer organizes the acceptance of the goods, and within 15 days after the acceptance is qualified and receives the ordinary VAT invoice of 100% of the contract amount from the seller, the buyer will pay the seller 70% of the contract amount. (If the seller is an SME, pay 50% of the contract amount as an advance payment; After the delivery of the goods, the buyer organizes the acceptance of the goods, and within 10 days after the acceptance is qualified and receives the ordinary VAT invoice of 100% of the contract amount from the seller, the buyer will pay the seller 50% of the contract amount)

11. 质量保证 Quality Assurance

11.3 卖方在收到通知后两个工作日内响应, 并安排免费维修或更换有缺陷的货物或部件。

During warranty period the seller responds within two working days of receipt of the notice

and arranges for the repair, modification or replacement of the defective goods or parts free of charge.

- 11.5 合同项下货物的质量保证期为【 12 】个月，自货物到买方指定卸货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；质保期不超过货到用户现场后 15 个月，如非卖方原因导致的延迟。

The quality assurance period of the goods under the contract is [12] months, which starts from the arrival of the goods at the loading bay place designated by the buyer and is accepted by the buyer, unless the goods have an express quality guarantee period, but if the express quality assurance period is less than [12] months, it is still counted as [12] months;. In any case The warranty period shall not exceed 15 months after the arrival of the goods if the delay of acceptance is not caused by the seller.

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，在卖方完成安装、调试后，买方在收到卖方提出的验收申请后【30】个工作日内组织最终验收，并制作验收报告，签署验收意见。

The seller ships 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. After the seller completes the installation and commissioning, the buyer organizes the final acceptance after receiving the acceptance application submitted by the seller within [30] working days, and makes an acceptance report and signs the acceptance opinion.

验收内容分为技术和商务两部分，技术验收应按照设备厂商提供的设备验收文件进行验收”，商务验收内容包括交货期。

The acceptance content is divided into technical part and commercial part. Technical acceptance shall be carried out in accordance with the Technical Description Document provided by the equipment manufacturer, and the commercial acceptance content includes delivery time.

验收标准分为技术和商务两部分，技术验收标准为根据设备厂商提供的设备验收文件中的验收参数进行逐条验收，商务验收标准为“交货期：收到预付款后 10 个月内且出口文件获批后 4 个月内完成供货，以后到为准。

The acceptance criteria are divided into two parts: technical and commercial. The technical acceptance criteria shall be according to the Technical Description Document provided by the equipment manufacturer, and the commercial acceptance criteria are "delivery period: [Within 10 months after pre-payment and 4 months after export document (zero notice) approved, whichever comes later. "

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。

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 an acceptance certificate 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 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【40】天内进行补交和/或免费更换或双方同意的其他期限，并自行承担由此造成的一切直接费用，直至验收合格。

If the quantity, model, specification, quality, etc. of the goods are found to be inconsistent with the content agreed in the contract, the seller is responsible for making up and/or replacing them free of charge within [40] days or other period as mutually agreed, and bears all the direct expenses 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【40】天内（备件的运输/海关程序天数除外，如适用）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，买方根据第 13 条的规定有权自行处理，因此产生的一切直接费用由卖方承担。

If Seller does not respond within [15] days after Buyer's notice of claim, such claim shall be deemed accepted by 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 [40] days (except days for shipping/customs procedure for spare parts if applicable) after the Buyer's notification of the claim, the Buyer shall be entitled to deal with it at its own discretion as stipulated in article 13 and all direct expenses incurred thereunder shall be borne by the Seller, but only as stipulated in clause 13.

15. 违约赔偿 Compensation for breach of contract

- 15.3 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二承担逾期付款的违约责任。

If the buyer fails to pay the contract price as agreed in the contract, it shall be liable for default of payment at the rate of one ten-thousandth of the total unpaid price payable for each day of delay.

- 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，由双方协商解决。

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 settled by the two parties through negotiation.

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。

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

17. 税费 Taxes

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 applicable.

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【2】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。

If negotiation or mediation fails, the parties agree to handle it in accordance with [2] 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 Notices

通知中的通讯地址或通讯号码：

Mailing address or number in the notification:

买方北京量子信息科学研究院

The Buyer: Beijing Academy of Quantum Information Sciences

联系人 Contact: 于海峰 Haifeng Yu

通讯地址 Mail Address: 北京市海淀区西北旺东路10号院西区3号楼 Building 3, West District, No. 10 Xibeiwangdong Road, Haidian District, Beijing

邮政编码 Zip code: 100193

电话 Tel: 010-83057588

传 真 Fax: 010-83057599

卖 方: 锐时科技(北京)有限公司

The Seller: Raith China Co., Ltd

联 系 人 Contact: 赵璐 Lucia Zhao

通讯地址 Mail Address: 北京市东城区北三环东路36号1号楼7层A709房间 Room
A709, 7th Floor, Building 1, No. 36 North Third Ring East Road, Dongcheng District, Beijing

邮政编码 Zip code: 100013

电 话 Tel: 010-59575977

传 真 Fax: /