

# CONTRACT

## 合同

Contract No 合同号: 20211200501

Date 日期: Jan 10, 2022

The Buyer 买方: LabTech Corporation, Inc.

Address: No. 6 AnQing Street, Area B, Airport Industrial Zone, Shunyi District 101300, Beijing China.

Tel: 8610-80486455 Fax: 8610- 80489141

The Seller 卖方: Sercon Limited

Address: Unit 3B Crewe Trade Park, Gateway, Crewe, CW1 6JT U.K.

Tel: +44 (0) 1270 580008 Fax: +44 (0) 1270 252310

### (1) COMMODITY(IES) AND SPECIFICATIONS 品名及规格:

| Item<br>序号                                                                                                                                | Name of Commodity(ies) and Specifications<br>品名规格 | Unit<br>单位 | QTY<br>数量 | Unit Price<br>单价 GBP | Amount<br>总价 GBP |
|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|------------|-----------|----------------------|------------------|
| 1                                                                                                                                         | μCarbs for DI                                     | 台          | 1         | 44,401.95            | 44,401.95        |
| Total Value: CIF Beijing Airport. Say GBP forty-four thousand four hundred and one point ninety-five only.<br>总金额: CIF 北京机场 44,401.95 英镑。 |                                                   |            |           |                      |                  |

| (2) SHIPPING MARK<br>唛头    | (3) PORT OF LOADING<br>装运港 | (4) PORT OF DESTINATION<br>目的港 |
|----------------------------|----------------------------|--------------------------------|
| 20211200501/BEIJING, CHINA | Main Airport, U.K.         | Beijing Airport, China         |

### (5) COUNTRY OF ORIGIN AND MANUFACTURER 原产地及制造商

Country of Origin /Manufacturer: U.k. / Sercon Limited

原产地及制造商:英国 Sercon 公司

### (6) PACKING 包装

The goods shall be packed with strong moisture-proof, shock-proof materials suitable for long distance air freight transportation, marking the correct Shipping Marks specified in Clause (2) of the present contract on obvious place of the packages. The Seller shall be held responsible for the losses incurred on account of improper packing or wrong marking.

以适宜长途空运, 防潮, 防震, 耐搬运的坚固材料包装, 在包装的明显处刷制条款(2)规定的唛

头, 由于包装不良及唛头错误而发生的损失由卖方负担。

**(7) TIME OF SHIPMENT: 装运期限:**

APSP

收到订单后尽快发货。

**(8) TERMS OF PAYMENT: 付款方式:**

50% T/T payable with order; 40% payable on delivery; 10% payable on installation.

50%货款下订单时支付; 40%货款发货后支付; 10%货款验收后支付。

**(9) DOCUMENTS: 单据:**

To facilitate the Buyer to check up, all documents should be in English version

各项单据均使用英文, 以便买方查核,

- A. Commercial Invoice of one hundred percent (100%) of the total contract value, indicating contract number, shipping mark.  
合同金额的发票一份, 并注明合同号和唛头
- B. Detailed Packing Listing, indicating contract number, shipping mark, gross weight, net weight, measurement of each package and packing conditions.  
装箱单及/或重量单: 注明合同号, 唛头, 并逐项列明毛重, 净重, 外形尺寸。
- C. Certificate of Quality of the contract goods issued by the manufacturer  
制造厂商的质保证书
- D. Certificate of Origin in one original and two copies issued by authorized government institution of the Manufacturer's country.  
原产地证。
- E. If wood material is used in packing material, please labeled with IPPC mark by manufacturers certified by plant quarantine authorities of exporter. If no wood in packing material, copy of declaration of no wood packing material is needed  
如有木质包装, 包装箱上须有 IPPC 标志。如无木质包装, 需厂家出具无木质包装证明。

**(10) TERMS OF SHIPMENT: 运输: AIRLINE TERMS 空运**

The Buyer shall undertake to transport the contract goods from the port of loading to the port of destination.

买方负责将本合同所列的货物由装运港空运至目的港。

**(11) ADVICE OF SHIPMENT: 装运通知:**

The Seller shall, 14 days prior to the shipment, advise the Buyer of shipment condition, including contract number, name of commodity, quantity, number of packages, gross and net weight, measure of each package, and estimated time of shipment.

卖方应在装运前 14 天之前, 以传真的形式, 将合同号, 品名, 数量, 件数, 毛净重, 包装尺寸, 装运口岸, 备妥待运日期等通知买方。

**(12) GUARANTEE, COMPENSATION AND PENALTIES: 保证, 索赔及罚款:**

The Seller guarantees that the supplied equipment with its material shall be advanced in the technology, prime, brand new, safe, reliable, stable and complies in all respects with the quality, performance and specifications stipulated in this contract and conforms to the technical

manuals of the commodity (ies) contracted. The Seller guarantees that the technical documentation to be supplied shall be complete, clear and can meet the requirements of installation, operation and maintenance of the contract equipment. During the installation, test-run and after acceptance of the contract equipment, should any defect in the equipment or damage is found in the equipment supplied by the Seller due to mistakes in the instruction given by the Seller's technical personnel and /or due to mistakes on technical documentation supplied by the Seller, the Seller shall make reparation and replace at their own expenses as soon as possible.

卖方保证其供应的本合同中的设备的技术水平是先进的，质量是优良的，材料是全新的，设备及材料是安全可靠，运行稳定的。卖方保证其提供的技术资料完整，清晰，正确，能够满足合同设备安装运行及维修的需要。在本合同设备安装，试运行和验收期间，如果买方发现设备有缺陷，或由于卖方技术人员的错误等原因造成设备的损坏，卖方应尽快修理，更换，其费用由卖方承担。

The warranty period for the equipment shall be 24 months starting from the date of acceptance, or 27 months after the goods are shipped from the supplier, whichever comes first. During the warranty period, if the equipment has been found not to reach the quality standards or not to comply with other stipulation in the contract, the Seller should send technician to inspect and check the problem after receiving the notification of the Buyer.

卖方对设备的保证期为本合同项目被验收后的24个月。或货物从供方发货后的27个月，以先到日者为准。在保证期内，若发现设备没有达到品质标准或与合同规定的其他条款不符，卖方应在收到买方的通知后派出技术人员来检查并解决问题。

During the warranty period, if the contract equipment shuts down over 30 days for the reparation, replacement of the defective equipment due to the Seller's responsibility, the warranty period shall extend according to the exact time of the shuts down.

在保修期内因卖方的责任造成停机超过 30 天的，保修期应做相应的延长。

### **(13) INSTALLATION AND TEST-RUN 安装及调试:**

The installation and test-run of the contract goods shall be completed by the Seller within 30 days after receiving the final user notification with the installation conditions and allowed into the plant. If due to the Seller's responsibility, the acceptance cannot be successfully completed in the above period, the Seller shall carry out necessary reparation and replacement within another 10 days if agreed upon by the Buyer, all costs occurred therefore shall be borne by the Seller. In case more extension in need, the Seller shall pay penalties to the Buyer in the manner specified in clause (16) of the contract. The above-mentioned acceptance shall not free the Seller from his responsibility for contract goods during the guarantee period. If successful completion of the installation is delayed due to inadequate site preparation by the buyer then no penalties shall apply. The buyer will be fully responsible for costs incurred.

本合同中全部货物的安装、调试由卖方在收到最终用户具备安装条件并允许进厂通知后的 30 天内完成。如因卖方的原因造成上述期限内未能完成验收的，卖方在征得买方同意后可延长 10 天，如果仍需延期，卖方应按合同的第 16 条规定接受罚款。如因买方不能满足安装条件而造成安装调试延期，买方负延期责任。

### **(14) FORCE MAJEURE 不可抗力:**

The Seller shall not be held liable for the delay in shipment or non-delivery of the goods under

the contract in consequence of Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit. The seller shall not be held responsible for delays in receiving an export license from the UK Government. Delivery is only possible with a Standard Individual Export License supplied by the UK Government. The Seller shall inform the Buyer promptly of the occurrence mentioned above and within fourteen days thereafter, the Seller shall send by airmail to the Buyer for their acceptance a certificate of the accident issued by the competent authorities where the accident occurs as evidence thereof. In such circumstances the Seller, however, is still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than ten weeks, the Buyer shall have the right to cancel the contract.

卖方不对由于不可抗力引起的货物的运输延误或无法投运负责。这些不可抗力可能发生在生产过程或发运过程中。卖方不对由于获取英国出口许可造成的延期负责，卖方只在收到英国政府批准的个人出口许可证后安排发货。卖方在上述不可抗力事件发生后应立即通知买方并在 14 天内通过空邮向买方发出由事件发生地的政府部门签发的证明以使买方接受，在此情况下卖方仍应采取一切必要措施尽快发货，如此事件持续十周以上，买方有权取消合同。

#### **(15) DELAYED DELIVERY AND PENALTY 迟运及罚金:**

Should the Seller fail to make or delay to make delivery of the entire lot or a portion of the goods on time as provided for in the contract, with exception of Force Majeure clauses, the Seller shall agree to pay a penalty which shall be deducted by the paying bank from the payment under negotiation. 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, and the most penalty imposed on the Seller will not exceed 5%. If the Seller fails to make delivery ten weeks later than the time of shipment stipulated in the contract, the Buyer shall have the right of cancellation upon the contract and the Seller, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyer without delay.

除不可抗力原因外，如卖方未按合同规定按时发运或延迟发运全部或部分货物，卖方应向买方支付罚金，该笔罚金从付款行议付款中扣除，罚金为每七天 0.5%，不足七天按七天计算，最高罚款金额为合同总额的 5%。如卖方在合同规定发货期后十周仍未能发运，买方有权取消合同，而卖方仍需毫不拖延地向买方支付罚金。

#### **(16) CLAIMS 索赔:**

Within 90 days after the arrival of the goods at destination, should the quality, specifications, or quality be found not in conformity with the stipulations of the except those claims for which the insurance company or the carrier is liable, the Buyer shall, on the strength of the inspection certificate issued by China Entry-Exit Inspection and Quarantine Bureau, have the right to claim for replacement with new goods, or for compensation, and all the expenses arising thereof (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 Seller.

Within the guarantee period, if damages occur in the courses of operation by reason of inferior quality of bad material or bad workmanship, the Buyer shall notify the Seller immediately in writing and put forward a claim supported by inspection certificate issued by China Entry-Exit Inspection and Quarantine Bureau. The certificate so issued shall be accepted as the base of a

claim. The Seller, in accordance with the Buyer's claim shall be responsible for the immediate elimination of the defect(s), complete or partial replacement of the commodity or shall devalue the commodity (ies) according to the state of defect(s). Where necessary, the Buyer shall be at liberty to eliminate the defect(s) himself at the Seller's expense. If the Seller fails to answer the Buyer within one month after receipt of the aforesaid claim, the claim shall be regarded as having been accepted by the Seller.

在货物抵达目的地后 90 天内，如发现货物的质量，规格或数量与合同规定不符，而其责任不在保险公司或运输公司，则买方有权依据中华人民共和国进出口检验检疫局签发的商检证明向卖方提出索赔，即要求以新货物替换或获得补偿，由此发生的一切费用应由卖方承担。

在货物质保期内，如在操作过程中因为原材料或工艺的低劣造成损失，买方应立即以书面形式通知卖方，并有权依据中华人民共和国进出境商品检验检疫局的商检证明提出索赔。

**(17) ARBITRATION 仲裁:**

All disputes arising from the execution of, or in connection with this contract, should be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration to the China International Economic and Trade Arbitration Commission and the rules of this commission shall be applied. The award of the arbitration shall be final and binding upon both parties. The arbitration fee shall be borne by the losing party unless otherwise awarded by the arbitration organization. During the course of the arbitration, the contract shall be performed except for the part under arbitration. The contract shall be interpreted in accordance with the laws of P.R.China.

所有因为履行本合同引起的或与本合同有关的争议，双方应友好协商解决，如协商仍不能解决，则应将争议提交到中国国际贸易仲裁委员会，依据其仲裁规则仲裁。仲裁裁决是最终裁决，对双方都有约束力，仲裁费应由败诉方承担，但仲裁委员会另有裁定的除外。在仲裁期间，除仲裁部分之外的其他合同条款应继续履行。本合同应按中华人民共和国法律解释。

**(18) SPECIAL PROVISION 特别条款:**

The attached Service Clause, detailed Commodity (ies) Configuration and Technical Specification are integral parts of this contract and shall have the same force as the contract. The contract shall be written in two languages, i.e. English and Chinese. If any discrepancy occurs, the Chinese version shall govern.

本合同附件合同货物的详细配置为本合同不可分割的一部分并与合同具有同等法律效力。合同用中英文两种语言书写，如有歧义，以中文为准。

The Buyer 买方:  
LabTech Corporation, Inc.



The Seller 卖方:

Sercon Limited

*J O'Connor*

**SerCon Limited**

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Gateway, Crewe, CW1 6JT U.K.  
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