

# 采 购 合 同

## Purchase Contract

买方代理合同号/Buyer Agent's Contract No: 13JZBPB157-28(1)

日期/Date: 2014年4月8日

买方 Buyer:	南方科技大学		
最终用户 End User:	South University of Science and Technology of China		
地址 Address:	中国广东省深圳市南山区西丽学苑大道 1088 号 1088 Xueyuan Blvd., Nanshan District, Shenzhen City, P.R. China		
电话 Tel:	0755-86245722	传真 Fax:	0755-86245722
买方代理:	深圳市深业晋展物料供应有限公司		
Buyer Agent:	SHENZHEN SHENYE JINZHAN MATERIAL SUPPLY CO., LTD.		
地址 Address:	中国广东省深圳市罗湖区文锦中路 1027 号深业大厦 19 楼 19/F., Shum Yip Bldg., No.1027 Wenjin Zhong Rd., Shenzhen City, P.R. China		
电话 Tel:	0755-82288265	传真 Fax:	0755-82229933
卖方 Seller:	NanoBeam Limited		
地址 Address:	Unit 4 College Business Park, Coldhams Lane, Cambridge CB1 3HD, United Kingdom		
电话 Tel:	+44 1223 415 141	传真 Fax:	+44 1223 243 924

### 1) 采购商品 Commodities

兹经买方、买方代理及卖方三方同意按照本合同约定的条款由买方购进卖方售出的以下商品：

This contract is made by and among the Buyer, the Buyer Agent and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodities subject to the terms and conditions as stipulated in this Contract.

项目 Item	商品名称及规格 Name of Commodity & Specification	数量 Quantity	单价 U-Price	总价 TTL-Price	产地 Country of Origin	交货期 L/t
1	名称: 电子束曝光机 品牌: NanoBeam Ltd 型号: nB5 厂商: NanoBeam Ltd	1 套	USD1,511,200.00	USD1,511,200.00	英国 United Kingdom	合同签订 后 210 天内
合计 Total Value: USD1,511,200.00 CIP 南方科技大学/ CIP South University of Science and Technology of China 注: 本合同项下的交货期指卖方将货物交至承运人的期限。						

### 2) 包装 Packing

本合同项下的商品须装于适宜海运/空运/陆运等远途运输及气候变化的结实木箱或纸箱中。并妥善防潮、防震、防锈，不可粗鲁装卸。如因包装不当引起商品损害，责任应由卖方承担。如为木质包装，卖方需在所有木材上，包括集装箱内用来固定货物的木板、木条等所有木质打印“IPPC”标志。如因包装不当引起商品损害或由于未打印“IPPC”标志导致货物退港或罚款，责任应由卖方承担。若为无木质包装，则需提供无木质包装声明，该声明一式二份。

Commodities mentioned in this Contract shall be packed in new strong wooden cases or in cartons which are suitable for long distance ocean/parcel post/land transportation and the changes of climate, well protected against dampness, moisture, shocks, rust and rough handling. The Seller shall be liable for any damage of the commodities due to improper packing. If the commodities are packed by wooden case, all the woods including those used to fix up the commodities in the container should be printed by the label of "IPPC". Otherwise, the Seller should take responsibility for any penalty or the loss of withdrawing from the port. In the case of non-wood packing, the Seller should provide two originals of the non-wood packing declaration.

### 3) 保险 Insurance : 由卖方按发票金额的 110% 投一切险。

The Sellers shall cover the insurance for 110% of the invoice value which covers all risks.



4) 装运期限 Time of Shipment : 在合同签订后【210】天内

The shipment shall be effected within 【210】 days after signing this contract.

5) 装运口岸 Port of Loading : 英国 UK

6) 目的口岸 Port of Destination : 深圳 ShenZhen

7) 装运唛头 Shipping Marks :

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ShenZhen China

8) 质量保证 Guarantee of Quality

卖方保证本合同项下的商品是用上等的材料和工艺制成，全新，未曾用过，并完全符合本合同规定的质量，规格和性能。卖方并保证本合同订货在正确安装，正常使用和维修的情况下，自货物到达货口岸之日起【12】月内运转良好。

The Sellers shall guarantee that the commodities are made of best materials, with first class workmanship, brand new, unused and correspond in all respects with the quality, specifications and performance as stipulated in this Contract. The Sellers shall also guarantee that the commodities, when correctly mounted and properly operated and maintained, will give satisfactory performance for a period of 【12】 months starting from the date on which the commodities arrive at the port of destination.

9) 验收标准 Check and Accept Standard

卖方保证买方购买的仪器设备满足原制造厂所提交的产品样本及操作手册中的技术指标以及买卖双方已达成一致的其他约定。

The Seller must guarantee that the instruments' style and technique parameter accord with the manufactory's stylebook and technique parameter in operation manual as well as the other standards agreed upon by the Seller and the Buyer.

10) 付款方式 Payment: 100% T/T

买方收到货物且验收合格后，买方代理在收到相应货款后凭卖方出具的商业发票一式贰份在【3】个工作日内电汇支付。

合同约定的付款方式应当符合相关法律法规的规定，若有冲突，应以相关法律法规的规定为准。

The Buyer Agent shall T/T amount of the commodities within 【3】 working days after received corresponding amounts against commercial invoice in 2 originals.

Payment under this Contract shall be in accordance with relevant laws/regulations. In case of any conflicts, payment shall be made subject to relevant laws/regulations.

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11) 装运 Shipping

11.1 卖方确保货物发运到达目的港后，享有【3】天免仓期。

The Seller should guarantee that the Buyer Agent will take 【3】 free-storage days after the commodities have arrived at the destination port.

11.2 卖方应在装箱后立即传真装运通知及装运单据给买方代理，并于货物装运后【2】日内邮寄以下一整套装运单据正本给买方代理，若因卖方提供的信息不准确或迟交资料，导致无法清关及产生相应的仓储等所有费用皆由卖方承担。

The Seller should fax shipping documents and shipping notice, and also provide one set of original shipping documents to the Buyer Agent to clear the Customs in 2 working days after the shipment. All the charges and expenses incurred in case the Buyer's Agent cannot clear the Customs in time due to the documents made by the Seller are not in accordance with the English Contract or delay should be borne by the Seller.

11.2.1 装运通知包括：合同号、商品名称、数量、尺寸、发票价值、提单号、毛重、启航日期及预计抵达目的港日期、目的港货代联系人及联系方式。

The shipping notice includes the contract number, description of commodities, quantity, size, value of invoice, the B/L number, gross weight, the date of sailing, intending date of arrival, the linkman and contact information of the agent in destination.

11.2.2 装运单据 documents of shipment

- a) 通知目的口岸收货人，已装运的空运清洁提单一份。

One clean air waybills marked "freight prepaid", notified the consignee named in the contract;

- b) 签字的该批货物金额的商业发票一式一份，发票抬头为买方及买方代理并注有买方代理合同号、货物描述、单价及总价。

One signed commercial invoice of 100 % value of commodities in the title of the Buyer and the Buyer Agent indicating the Buyer Agent's contract number, and description of commodities, unit price and total price.

- c) 装箱单一式一份，发票抬头为买方及买方代理并注有买方代理合同号、唛头、详细内容、分列每项货物的尺寸、毛重及净重。

One packing list in the title of the Buyer and the Buyer Agent indicating the Buyer Agent's contract number, shipping mark, description of commodities, each commodity's measurement, gross weight and net weight.

## 12) 索赔 Claims

在货到目的口岸【60】天内如发现货物品质、规格或/和数量、重量、体积与合同相关规定、卖方提交的清关文件不符时，买方或买方代理有权凭深圳市出入境检验检疫局或有效第三方出具的检验证书向卖方索赔。要求换货或赔款，因此而产生的一切费用（包括检验费，退货及换货运费，保险费，仓储费及装卸费等）由卖方负担。

Should the specification, quality and/or quantity, weight, volume be found not in conformity with the related stipulations of the contract and the document for customs clearance offered by the Seller within 【60】 days after the arrival of the commodities at the port of destination, the Buyer and the Buyer Agent shall and have the right to, on the basis of the inspection certificate issued by the Shenzhen Entry-Exit Inspection and Quarantine Bureau, claim for replacement or compensation. In case of claim, all the relevant expenses (such as inspection charge, freight for resuming the commodities and for sending the replacement, insurance premium, storage and unloading charge, etc.) shall be borne by the Seller.

## 13) 延迟交货及合同解除 Delayed Delivery and Dissolution of contract

- 13.1 如卖方未按合同规定的时间交货的，除不可抗力原因外，卖方应按迟交货物部份总值的【0.5】%每周赔偿给买方直至交货为止。

Should the Seller fail to make delivery on time as stipulated in the contract with the exception of generally recognized Force Majeure causes, the Buyer have the right to request the Seller to pay penalty in this way: the rate of penalty is charged at 【0.5】% for every week. The obligation of delivery by the Seller shall not be affected by the above-mentioned penalty.

- 13.2 如卖方延迟交货超过 30 天的，买方有权单方解除合同，同时买方在 13.1 项下的索赔权利不受影响。

Should the Seller fail to make delivery 30 days later, the Buyer should have the right to terminate the Contract. In spite of the termination, the Buyer shall have the right of claims under terms of Article 13.1.

## 14) 争议的解决 Settlement of Disputes

凡有关执行本合同所发生的一切争执，三方须通过友好协商解决，协商不成的，应向买方住所地有管辖权的人民法院提起诉讼。

All the disputes arising from the execution of, or in connection with this Contract shall be settled amicably through friendly negotiation by parties. In case no settlement can be reached through negotiation, the disputes shall be brought to the competent court in the area of the Buyer's domicile.

## 15) 管辖法律 Governing Law

本合同应受中华人民共和国法律和法规的管辖，联合国国际货物销售合同公约及其他的国际条约/条例也可作参考。

The contract should be governed by the laws of the People's Republic of China, and the United Nations Convention on Contracts of International Sales of Goods and other international treaties / practices may be consulted as well.

- 16) 本合同由三方签章之日起生效。合同正本陆份，买方，买方代理，卖方各执两份，每份合同据有同等的法律效力。

This contract shall be effective upon signing by three parties in six originals and each shall have the same force, each party shall keep two originals.

- 17) 本合同以及三方来往中的所有书面文件资料均应采用中英文两种文字书写，或者只中文书写，中英文发生歧义时，以中文为准。

All written documents among each party including this contract should be written both in Chinese and English,

or i just in Chinese. In case of any discrepancy between the two versions, the Chinese version shall prevail.

18) 其他 Others

18.1 本合同三方签字盖章后 7 日内卖方须提供办理免税所需的产品说明书。

The Seller should provide the product instructions both in Chinese and English to the Buyer within 7 days after tripartite parties have signed and sealed this Contract.

18.2 卖方到货时间须选在买方代理和买方法定工作日内，避免节假日接货验收(否则由此造成的任何费用由卖方承担)。


The time of commodities' arrival should be in legal working days of the Buyer and the Buyer Agent to avoid picking up and testing the commodities in holidays (the Seller should be charged with any resulting expenditure).


18.3 本合同所有附件应视为本合同不可分割的组成部分并具有同等效力，商品明细为卖方向买方提供的全部设备以及配件明细。

All appendixes to this Contract shall be integral parts of this Contract and shall have equal effect. Details of the commodities shall be the details of all equipments and their fittings which provided by the Seller to the Buyer.

19) 卖方银行信息

Beneficiary:	NanoBeam Ltd
Bank name:	Barclays Bank PLC
Bank address:	PO Box No 2, 15 Benet Street, Cambridge, CB2 3PZ UK
Account Name:	NanoBeam Ltd
Account Number:	42950377
Sort Code:	20-17-22
SWIFT code:	BARCGB22
IBAN:	GB13BARC20172242950377

买方 BUYER:	南方科技大学 South University of Science and Technology of China
法定代表人/授权代表签字:	

买方代理 BUYER AGENT:	深圳市深业晋展物料供应有限公司 SHENZHEN SHENYE JINZHAN MATERIAL SUPPLY CO., LTD
法定代表人/授权代表签字:	

卖方 SELLER:	NanoBeam Limited
法定代表人/授权代表签字:	Tao Zhang 