

合同

CONTRACT

合同号(Contract Number):

签订日期(Signed on):

买方(The Buyer):

地址(Address):

联络人(Contact Person):

电话(Tel):

传真(Fax):

(以下简称“买方”) (the “Buyer”)

卖方(The Seller):

BRUKER SCIENTIFIC INSTRUMENTS HONG KONG CO., LIMITED

布鲁克科学仪器香港有限公司

地址(Address):

Unit 608, 6/F., TOWER I, ENTERPRISE SQUARE, 9 SHEUNG YUET ROAD, KOWLOON BAY, KOWLOON, HONG KONG

香港九龙湾常悦道九号企业广场 1 期 1 座 6 楼 608 室

联络人(Contact Person):

电话(Tel): +852-27966100

传真(Fax): +852-27966109

(以下简称“卖方”或“布鲁克”) (the “Seller” or “Bruker”)

(买方和卖方合称“双方”或各称“一方”) (the Buyer and the Seller are collectively referred to as “Parties” or each a “Party”)

最终用户 (The End User):

地址 (Address):

电话 (Tel):

传真(Fax):

收货方 (Consignee or the End User's purchasing or I/E company):

地址 (Address):

电话 (Tel):

传真(Fax):

联系人(Contact Person):

买方同意购买, 且卖方同意出售下述商品, 并按下列条款签订合同:

This Contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodity according to the terms and conditions stipulated below:

1. 商品名称、规格、数量及单价: (Commodity, Specifications, Quantity and Price:)

ITEM 项目	COMMODITY & SPECIFICATION 货名及规格	UNIT 单位	QTY 数量	UNIT PRICE 单价(USD)	TOTAL AMOUNT 总价(USD)
TOTAL 总价(USD)					
(INCOTERMS® 2010, ICC)					
CIP	Airport,	(Country)			
Total: SAY USD _____					

2、原产国和制造商 (Country of Origin and Manufacturer):**3、包装 (Packing):**

商品须用坚固的木箱或纸箱包装,以宜于长途海运、邮寄或空运及适应气候的变化,并具备良好的防潮抗震能力。由于包装不良而引起的货物损坏或由于防护措施不善而引起货物锈蚀,卖方应赔偿由此而造成的全部损失费用。包装箱内应有完整的维修保养、操作使用说明书。

The commodity shall be packed in strong wooden case(s) or carton(s), suitable for long distance ocean, parcel, post, air freight transportation as well as changing climate and with good resistance to moisture and shocks. The Seller shall be liable for any damage of the commodity due to improper packing and for any rust attributable to inadequate protective measures in regard to the packing. One full set of service and operation manuals shall be enclosed in the case(s).

4. 唛头 (Shipping mark):

卖方应在每个货箱上用不褪色油漆标明箱号、毛重、净重、长、宽、高并书以"防潮"、"小心轻放"、"此面向上"等字样和装运唛头:_____.

The Seller shall mark on each package with fadeless paint the package number, gross weight, net weight, measurement and warnings such as, "KEEP AWAY FROM MOISTURE", "HANDLE WITH CARE", "THIS SIDE UP" as well as the shipping mark:_____.

5.交货日期 (Date of delivery): A. 合同生效后____个月内; B. 收到合同总价 100%的货款后____个月内; C. 收到买方向卖方开出的等同于合同总价 100%的价值以及不可撤销和凭相应的单据见票即付的信用证后____个月内。

A. Within _____ months after the Contract is effective; B. Within _____ months after the Seller's receipt of 100% of the contract price; or C. within _____ months after the Seller's receipt of irrevocable Letter of Credit equivalent to 100% the contract price in favor of the Seller payable at sight upon presentation of relevant documents ("L/C").

6.装运港口 (Port of shipment): _____(国家) 主要机场。 Main Airport in_____ (Country).

7.目的港口 (Port of destination): 中国_____机场。 _____Airport, CHINA

8.保险 (Insurance):

卖方应提供相当于合同金额 110%的一切险及战争险。

The insurance is to be arranged by the Seller for 110% of the contract price of the commodity being shipped against all risk and war risk in favor of the Buyer.

9.付款条款 (Payment Terms): 买方按照以下第_____种方式支付合同款项: The Buyer chooses _____ payment term of the below:

A . 100%LC, 90/10 付款方式:

(1) 在合同生效____天内开立以卖方为受益人、金额为装货总值 100%的不可撤销的信用证。

The Buyer shall open an irrevocable L/C equivalent to 100% the contract price in favor of the Seller within____ days upon the effectiveness of the Contract.

信用证的有效期至发货后的 90 天。

The Letter of Credit shall be valid until 90 days after the shipment is made.

受益人银行资料

The Seller will appreciate if the L/C could be advised through the Seller's following bank:

Beneficiary: Bruker Scientific Instruments Hong Kong Co Limited

Bank Name: Bank of America N.A., Hong Kong Branch

Bank Sort Code: 055757

Swift Code: BOFAHKHX

Bank of America internal branch code: 6055

Account Number: 80657-022

合同总价的 90%凭本条款第 (2) 项“付款单据”要求的单据支付。

90% of the total contract price as shown on the above L/C shall be paid upon presentation of the documents specified in clause 9 (2) of this Contract.

10%尾款凭据下列单据议付:

The balance 10% of the contract price shall be paid upon the presentation of the documents as below:

① 最终用户和卖方代表签订的验收单副本, 或者由于买方原因不能在空运单签单日后____天内完成安装调试时凭空运单副本议付;

The copy of acceptance protocol or report signed by the end-user and the representative of the Seller, or the Copy of AWB if the mounting and commissioning cannot be finished by the reason of end-user within _____ days after the date of air waybill;

② 10%的发票。

Invoice of 10% of the total contract price

(2) 付款单据 (Payment Documents)

The Seller shall present the following documents to the Buyer:

① 注明收货人为买方的全套空运提单, 并注明“运费预付”。

Full set of airway bill marked “Freight Prepaid” and consigned to the Buyer.

② ____份正本署名商业发票。发票应注明合同号码。

Signed Commercial Invoices____originals (Contract No. should be indicated in the invoice).

③ ____份正本装箱单。装箱单应注明合同号码和唛头。

Packing list ____originals (Contract No. and shipping mark should be indicated in the packing list).

④ 由制造厂或卖方出具的品质和数量证明书正本____份。

Certificate of Quality and Quantity issued by the Manufactures or the Seller ___ originals.

⑤ 由制造厂或卖方出具的原产地证明正本 ___ 份

Certificate of origin _____ originals issued by the manufacturer or the Seller.

⑥ 合同金额 110% 的保险单, 正本 ___ 份, 副本 ___ 份。

Insurance certificate (with the buyer as the beneficiary) covering 110% value of the contract equipment against all risks originals and ___ copies.

⑦ 如货物为非木质包装,由供货商出具 ___ 份正本证明货物未使用木质包装的书面证明。如货物采用木质包装,供货商须提供 ___ 份正本证明所有木质材料都已根据国际植物检疫标准进行过处理,并在所有木质包装上标有 IPPC 标志的书面证明。

_____ originals of manufacturer's written statement certifying that non-wooden materials are used in the packing, In case that wooden packing material is used, originals of certificate issued by manufacturer of Seller certifying that all wooden packing materials have been treated according to international standards for phytosanitary measures (ISPM) and all packing have been marked with the IPPC logo.

B. 100% LC 付款方式

(1) 在合同生效 ___ 天内开立以卖方为受益人、金额为装货总值 100% 的不可撤销及凭相应的单据见票即付的信用证。

The Buyer shall open an irrevocable letter of credit equivalent to 100% the contract price in favor of the Seller payable at sight upon presentation of relevant documents within (___) days upon the effectiveness of the Contract.

信用证的有效期至发货后的 90 天。

The Letter of Credit shall be valid until 90 days after the shipment is made.

受益人银行资料

The Seller will appreciate if the L/C could be advised through the Seller's following bank:

Beneficiary: Bruker Scientific Instruments Hong Kong Co Limited

Bank Name: Bank of America N.A., Hong Kong Branch

Bank Sort Code: 055757

Swift Code: BOFAHKHX

Bank of America internal branch code: 6055

Account Number: 80657-022

合同总价的 100% 凭本条款第 (2) 项 “付款单据” 要求的单据支付。

100% of the total contract price as shown on the above L/C shall be paid upon presentation of the documents specified in Clause 9 (2) of the Contract .

(2) 付款单据 (Payment Documents)

The Seller shall present the following documents to the Buyer:

① 注明收货人为买方的全套空运提单，并注明“运费预付”。

Full set of airway bill marked “Freight Prepaid” and consigned to the Buyer.

② _____份正本署名商业发票。发票应注明合同号码。

Signed Commercial Invoices _____ originals (Contract No. should be indicated in the invoice).

③ _____份正本装箱单。装箱单应注明合同号码和唛头。

Packing list _____ originals (Contract No. and shipping mark should be indicated in the packing list).

④ 由制造厂或卖方出具的品质和数量证明书正本 _____份。

Certificate of Quality and Quantity issued by the Manufactures or the Seller _____ originals.

⑤ 由制造厂或卖方出具的原产地证明正本 _____份

Certificate of origin _____ originals issued by the manufacturer or the Seller.

⑥ 合同金额 110%的保险单，正本 _____份，副本 _____份。

Insurance certificate (with the buyer as the beneficiary) covering 110% value of the contract equipment against all risks
originals and _____ copies.

⑦ 如货物为非木质包装,由供货商出具 _____份正本证明货物未使用木质包装的书面证明。如货物采用木质包装,供货商须提供 _____份正本证明所有木质材料都已根据国际植物检疫标准进行过处理,并在所有木质包装上标有 IPPC 标志的书面证明。

_____ originals of manufacturer's written statement certifying that non-wooden materials are used in the packing, In case that wooden packing material is used, originals of certificate issued by manufacturer of Seller certifying that all wooden packing materials have been treated according to international standards for phytosanitary measures (ISPM) and all packing have been marked with the IPPC logo.

C. 合同签订后买方应 100% 在发货前电汇付款 / 或合同生效后 _____天内，买方向卖方 T/T 预付 30%货款；70%尾款于发货前 _____天付清。

(1) After the contract signed, 100% TT in advance before shipment, or 30% of contract value will be paid by the Buyer by TT within _____ days after the contract signed, and 70% of the contract value should be paid the Buyer by TT within _____ days before shipment.

Beneficiary bank information:

Beneficiary: Bruker Scientific Instruments Hong Kong Co Limited

Bank Name: Bank of America N.A., Hong Kong Branch

Bank Sort Code: 055757

Swift Code: BOFAHKHX

Bank of America internal branch code: 6055

Account Number: 80657-022

卖方应向买方提供【 _____】份形式发票，发票应注明合同号码。

The Seller shall deliver to the Buyer [] copy of the signed proforma Invoices (Contract No. should be indicated in the invoice).

10. 装运及交付(Shipment and Delivery):

卖方应在装货后 48 小时内,以电子邮件形式通知买方航班号和日期、发票、装箱单。

The Seller shall, within 48 hours upon the completion of loading notify by email the Buyer of the flight number and date, invoice and packing list.

卖方应将货物运至本合同第 7 款规定的港口。

The Seller shall deliver the goods to the airport of destination specified in Clause 7 of this Contract.

与本合同有关的货物运费及保险费由卖方承担。

The airfreight, insurance premium in respect of the exportation of goods contracted shall be borne by the Seller.

卖方应将货物运至本合同规定的港口。同时在本合同所使用的 INCOTERM 项下的货物灭失或损害的风险转移的时间点(以《国际商会国际贸易术语解释通则 2010》中规定为准),货物所有权应与货物灭失或损害的风险同时由卖方转移给买方。

The Seller shall deliver the goods to the agreed destination. The transfer of title of goods to the Buyer shall take place concurrently with the passing of risk of loss or damage of goods from the Seller to the Buyer at the time as specified in the INCOTERM 2010 for a particular INCOTERM used in this Contract.

11. 检验和索赔 (Inspection and Claim):

发货前,制造厂应对货物的质量、规格、性能和数量或重量作精密全面的检验、出具检验证明书,并说明检验的技术数据和结论。

The manufacturer shall, before delivery, make a precise and comprehensive inspection of the goods in regard to the quality, specifications, performance and quantity or weight and issue inspection certificates certifying the technical data and conclusion of the inspection.

货到目的港后,如买方对货物品质、规格或/和数量与合同规定有异议的,应在货物到达目的港后____日内申请中华人民共和国质量监督和检验检疫(以下简称“国家检验检疫局”)进行复检,如发现除保险公司或运输公司的责任外,买方需凭国家检验检疫局出具的检验证明书向卖方提出索赔或拒收或要求替换该货物。

After arrival of the goods at the port of destination, in the event that the Buyer discovers the quality, specifications, configuration or quantity of goods are not in conformity with this Contract, the Buyer may apply to the State General Administration of People's Republic of China for Quality Supervision and Inspection and Quarantine (hereinafter referred to as "AQSIQ") for a further inspection in respect of the quality, specifications, configuration or quantity of the goods. Except for the responsibilities borne by insurance company or shipping company, the Buyer shall, within days after arrival of the goods at the port of destination, claim against the Seller, or reject the goods upon the inspection certificates issued by AQSIQ.

若卖方收到上述索赔后____天内未予答复,则认为卖方已接受上述索赔。

The claims mentioned above shall be regarded as being accepted if the Seller fails to reply within_____days after Seller receives the Buyer's claims.

卖方不承担除合同明确提到的赔偿以外的其它任何形式的赔偿责任或间接或继发性损失的赔偿，包括利润损失和使用上的损失、商誉损害等。

The Seller shall not be liable for any kind of additional compensation apart from that expressly mentioned in the Contract, or any indirect loss or consequential damages howsoever arising, including but not limited to loss of profit, loss of use, or damage to goodwill.

12. 质量保证 (Guarantee of Quality)

卖方所提供货物必须符合国际标准并保证订货是用最上等的材料和头等工艺制成，全新，未曾用过，并完全符合本合同规定的质量、规格、性能。

The Seller confirms that the goods hereof shall comply with the international standard and be made of the best materials with first class workmanship, brand new, unused and comply in all aspects with quality, specification and performance stipulated in the Contract.

质保期为自货物验收之日起_____个月，或自货物发货之日起_____个月，以先到日期为准。

The warranty period shall be _____ months commencing from the date on which the Acceptance Certificate has been signed by the representatives of both Parties, however, maximum _____ months after shipment, whichever comes first.

买方或其指定收货人应在收到货物后对货物进行验收，买方指定收货人的验收视同为买方的验收。如买方或其指定收货人在收到货物后没有按规定进行验收，在布鲁克公司无任何过错的情况下，该货物将在货物到达目的港后的第_____天起视同为验收合格。

The Buyer or its designated consignee shall inspect the goods upon receipt, and the designated consignee's inspection is deemed as Buyer's inspection. In the event that the Buyer or its designee fails to do so and that Bruker is not at fault, the goods shall be deemed to be inspected and accepted by the Buyer or its designated consignee on the _____ day after shipment.

上述质量保证责任不包括由于货物本身以外的原因（包括但不限于意外事件、自然灾害、非卖方原因的货物储存不当或不按照使用指南操作等）造成的损毁或缺陷。任何非布鲁克集团生产的第三方产品的质量、产品适用性或保修应仅依据该第三方生产厂商的保修政策为准。

The Seller's warranty does not apply to any damages to the products that are not directly related to the quality of the products, including but not limited to accident, natural disaster, improper storage which is not attributable to the Seller or any improper use. Any defects or fitness for a particular purpose of any products which are not manufactured by Bruker group and warranty for such third party products are subject to the warranty or policy published or made by the original manufacturers only.

13. 不可抗力 (Force Majeure):

凡在卖方履行本合同的过程中因人力不可抗拒的事件，例如地震、台风、水灾、火灾、战争、以及其它超出卖方合理控制的事件，致使卖方推迟履行或不能履行本合同时，卖方可不负责任。但发生上述事件时，卖方应立即通知买方。如事件延续 10 周以上，买方有权终止合同。在此情况下，任一方均无需对合同的终止承担任何责任。

The Seller shall not be liable for the delay in performance of this Contract or failure to perform this Contract due to Force Majeure, such as earthquake, typhoon, flood, fire, war or other events which are beyond reasonable control of the Seller, which might occur during the Seller's performance of this Contract. The Seller shall notify the Buyer immediately the occurrence of such event. In case the event lasts for more than ten weeks, the Buyer shall have the right to terminate the Contract. Under the circumstances of termination due to Force Majeure event, neither party shall be liable for any loss arising out of or in connection with such termination.

14. 迟延交货罚款 (Late delivery and Penalty):

除本合同第 13 条规定的人力不可抗拒原因外,如卖方不能按合同规定的时间交货,买方应同意在卖方付罚款的条件下延期交货。罚款可由支付银行在议付货款时扣除。罚款率按每 7 天收 0.5%, 不足 7 天时以 7 天计算, 但罚款不得超过迟交货物总价的 5%。如卖方延期交货超过合同规定 10 周时, 买方有权撤销合同。如果买方延迟付款, 卖方不承担迟延交货罚款责任。

When the Seller fails to make delivery on time as stipulated in the Contract, with exception of Force Majeure events specified in Clause 13 of this Contract, the Buyer shall agree to postpone the delivery of goods on the condition that the Seller agrees 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% of the contract price of the delayed goods for every seven days, odd days less than seven days should be counted as seven days. But the penalty shall not exceed 5% of the total contract price of the delayed goods. In the event that the Seller fails to make delivery within ten weeks after the delivery date stipulated in the Contract, the Buyer shall have the right to cancel the Contract. If the Buyer fails to make the payment within the time limit, the Seller will not pay late delivery penalty.

由于超出卖方合理控制的原因造成延期交货, 如发生不可抗力事件、最终用户或买方延期付款、信用证迟开, 卖方不承担迟交货罚款。由于最终用户或买方的原因导致卖方不能按时交货或安装, 因此造成的仓储费用由买方或最终用户承担。

The Seller shall not be liable for the late delivery penalty if the delay is caused by the causes beyond Seller's reasonable control, such as the occurrence of a Force Majeure event, delay in payment or failure of payment by the end-user and/or the Buyer, delay in L/C opening. In the event that the late delivery or installation is caused by the default of the Buyer or the end-user, the warehousing charge shall be borne by the Buyer.

如买方没有履行合同中关于付款的规定,则从有关款项到期之日起至实际支付之日止,每逾期 7 天应支付迟付金额的 0.5%,但支付罚金的总额不得超过未支付金额的 5%。如果买方超过 3 个月没有付款, 卖方有权在任何时候终止合同, 收回货物并且就买方使用和因此收回货物所遭受的损失请求赔偿。如布鲁克需采取有关措施来收回货款或货物, 则买方同意赔偿布鲁克为此而支付的律师费、诉讼费等相关费用。

If any payment hereunder is not made in accordance with the payment terms set forth in the Contract, the Buyer shall pay to the Seller a late payment fee at 0.5% of total amount of overdue payment for every seven days commencing from the date the amount is due until the date of actual payment, and the total amount of such penalty shall not exceed 5% of the outstanding amount. If the payment is delayed for three months or more, the Seller is entitled to terminate the Contract at any time, take back goods and claim compensation for the use of the goods by the Buyer. If the Seller needs to take some actions to collect contract price or take back the goods, the Buyer agrees to reimburse collection costs, legal fees, and court costs incurred by the Seller in connection therewith.

15. 出口限制 (Export Control):

买方了解,布鲁克产品及任何相关软件、技术数据、服务或技术支持(以下称“项目”)的出口和再出口,须遵守美国、欧盟、或其他外国的贸易管制、海关和经济制裁法律、法规、条例和命令(统称“出口管制法律”)。如果(1)布鲁克未收到其要求提供的所有出口相关文件,包括最终用户证明;(2)布鲁克未获得其认为必要的政府批文;或(3)布鲁克认为,该等活动可能违反任何出口管制法律或布鲁克公司自己的合规政策,则除布鲁克可享有的任何其他救济之外,布鲁克可暂停和/或取消任何项目的出口、交付、安装和/或任何维护或修理服务。买方只能将项目用于非军事用途。买方不可违反任何出口管制法律或买方提供的任何最终用户证明,(包括向被禁运或被制裁国家)出口或再出口任何项目,或(向其)转让或提供任何项目,或向美国、联合国、欧盟和欧洲安全与合作委员会公布的任何被禁止的人名单上的任何人提供物品,或将物品用于被禁止的最终用途(如生化武器或核武器、无人机和导弹的研究或开发,或核爆炸或燃料循环活动)。在买方向布鲁克提供受任何出口管制法律管制的任何技术数据之前,买方必须告知布鲁克。如果买方违反任何出口管制法律或由于原产国对任一项目进行出口管制的原因造成的卖方延迟交货或无法交货,布鲁克将不就任何损失或费用向买方负责。买方应赔偿布鲁克因买方违反或被控违反任何出口管制法律产生的所有损失、成本、索赔、损害赔偿和费用(包括律师费和费用)。

The Buyer understands that export and re-export of Bruker products and any related software, technical data, service, or technical assistance (individually, an “Item” and, collectively, the “Items”) are subject to U.S., the EU and other foreign trade controls, customs and economic sanctions laws, regulations, rules and orders (collectively, “Export Control Laws”). In addition to any other remedy it may have, Bruker may suspend and/or cancel the export, delivery, installation, and/or any maintenance or repair service of any Item if (a) Bruker has not received all export-related documentation requested by Bruker, including end-user certificates, (b) Bruker has not received the governmental approvals that Bruker deems to be required, or (c) Bruker believes that such activity may violate any Export Control Laws or Bruker’s own compliance policies. The Buyer shall only use the Items for non-military, peaceful purposes. The Buyer shall not export, re-export or otherwise transfer or provide any Item in contravention of any Export Control Laws or any end-user certificate provided by Customer, including to an embargoed or otherwise sanctioned country, or to anyone listed on any prohibited persons list published by the U.S., the UN, the EU or the OSCE, or for a prohibited end-use (such as research on or development of chemical, biological, or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities). The Buyer must notify Bruker before providing any technical data to Bruker that is controlled under any Export Control Laws. Bruker will not be liable to The Buyer for any loss or expense in the event that the Buyer fails to comply with any Export Control Laws or that the Seller delays in delivery or fails to deliver the goods as a result of export control on any Item. The Buyer shall indemnify Bruker for all losses, costs, claims, damages and expenses (including attorney fees and expenses) arising from the Buyer’s violation or alleged violation of any Export Control Laws.

16. 仲裁 (Arbitration):

卖方、买方和最终用户之间所有与合同有关或在执行合同过程中发生的纠纷应通过友好协商的方式解决,如果经过协商仍不能解决,则应提交给中国国际经济贸易仲裁委员会,根据该仲裁委员会届时有有效的仲裁规则,以仲裁方式解决。仲裁地点在北京,并且仲裁裁决是终局的,对卖方、买方和最终用户均有拘束力。仲裁费由败诉方承担。

All disputes among the Seller, the Buyer and the End-user in connection with the Contract or the performance of this Contract shall be settled amicably through negotiations. In case no settlement can be reached, the dispute may then be submitted for arbitration to China International Economic and Trade Arbitration Commission in accordance with its Arbitration Rules then in force. The arbitration shall take place in Beijing and the arbitral award is final and binding upon the Seller, the Buyer as well as the End-user. Arbitration fee shall be borne by the losing party.

17. 税费 (Taxes and Duties):

在执行本合同过程中,由中国政府征收的所有税费由买方承担。

All taxes in connection with the execution of the Contract levied by the Chinese Government shall be borne by the Buyer.

在执行本合同过程中,在中国以外发生的所有税费由卖方承担。

All taxes arising outside of China in connection with the execution of the Contract shall be borne by the Seller.

18. 知识产权 (Intellectual Property Rights):

布鲁克向买方出售和交付的设备和/或软件所包含的任何专利、版权、商标、技术、设计、规格、以及其他知识产权的所有权仍归属于布鲁克。买方应对布鲁克产品、软件或服务中涉及的技术内容以及其他商业秘密予以保密,不泄露、不帮助他人使用,更不得仿冒、伪造、改装并销售。买方进一步保证不从事任何可能侵犯布鲁克技术秘密或专有权利的行为。

Any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, or other intellectual property incorporated into the equipment and/or software shall in no event be transferred to the Buyer as a result of the sale and delivery of Bruker's equipment and /or software to the Buyer. The Buyer shall keep confidential the technical information and other trade secrets covered in the products, software or services provided by Bruker. The Buyer shall not disclose such confidential information to any third party, help others to use, and shall not counterfeit, forge, modify and sell Bruker's goods. The Buyer further warrants the Buyer will not engage in any action which may infringe of Bruker's technical or proprietary information or intellectual property rights.

19. 责任限制 (Limitation of Liability)

对于因买方或第三方的行为或疏忽(无论是过失还是其他原因)引起的损失、索赔、费用、损害,布鲁克均不承担任何责任。在任何情形下,对于与布鲁克根据本合同向买方销售的产品或提供服务相关的各种赔偿或损失,无论该种赔偿或损失是基于合同、侵权(包括过失)、不实陈述而产生的或因本合同而产生或有关的原因而导致的,布鲁克应承担的责任累计不超过引起索赔的产品或服务的合同金额。

Bruker shall not be liable for any loss, claim, expense or damage caused by or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event shall Bruker's liability whatsoever in contract, tort (including negligence), misrepresentation or howsoever arising from or in relation to this Contract exceed the contract price of the product or service in dispute.

20. 其他条款 (Miscellaneous):

1). 该合同的交付条款根据国际商会的《国际商会国际贸易术语解释通则 2010》制定。

The Terms of Delivery in the Contract are governed by "INCOTERMS 2010" of the International Chamber of Commerce.

2). 该合同经由双方授权代表签字及盖章之后得以生效。

The Contract shall be effective from the date that this Contract is signed and sealed by both Parties.

3). 所有对该合同条款的修改、补充、变更均应以书面形式表示,并经双方代表签字确认。

All amendments, supplements and alterations to the terms and conditions of the Contract shall be mutually agreed in writing by both Parties and signed by its authorized representatives respectively.

4). 除非合同有约定,否则买方不得随意解除本合同,否则卖方有权要求买方继续履行合同或要求买方按照合同总价款的_____%承担违约责任。

Unless provided otherwise, the Buyer is not entitled to terminate this Contract for convenience. Any notice of termination by the Buyer shall be deemed as a material breach of this Contract and the Seller is entitled to request the Buyer's specific performance of this Contract or request the Buyer to pay a liquidated damage equivalent to ____% of the value of this Contract.

5). 该合同的所有附件均是合同的必要组成部分。

All appendixes, schedules or exhibits to the Contract are indispensable parts of the Contract.

6). 该合同一式 2 份，每方保留一份。中英文具有同样效力，两种文字解释发生冲突时，以中文文本为准。

The Contract shall have 2 counterparts, one of which will be held by each party. The Contract is executed in both Chinese and English. Both language versions are equally valid. In the event of any discrepancies between the English version and the Chinese version, the Chinese version shall prevail.

7). 法律适用：本合同的订立、效力、解释、履行和争议的解决均受中华人民共和国颁布的法律管辖。《联合国国际货物销售合同公约》不适用于本合同。

Governing Law: The formation, validity, interpretation and performance of the Contract and resolution of any disputes relating to the Contract shall be governed by the laws of the People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

买方： THE BUYER:	卖方：布鲁克科学仪器香港有限公司 THE SELLER: BRUKER SCIENTIFIC INSTRUMENTS HONG KONG CO., LIMITED
Signed By:	Signed By:
Date:	Date:

附件：产品和配置清单

Schedule: Product and Configuration List

注：任何非布鲁克集团生产的第三方产品的质量、产品适用性或保修应仅依据该第三方生产厂商的保修政策为准。如下产品中标注“*”的为非布鲁克集团生产的第三方产品。

Any defects or fitness for a particular purpose of any products which are not manufactured by Bruker group and warranty for such third party products are subject to the warranty or policy published or made by the original manufacturers only. The products marked with “*” in the below table are the third party products that are not manufactured by Bruker group.

Item	Model and Reference Number	Quantity	Description
1			
第三方产品 / Third Party Products			
*2			