

# 合 同 CONTRACT

Contract Number:

合同编号:

Signed At:

签约地点:

买方(The Buyer):

地址(Address):

联络人(Contact Person):

电话(Tel.):

卖方(The Seller):

布鲁克（北京）科技有限公司

**Bruker (Beijing) Scientific Technology Co., Ltd.**

地址(Address):

北京市海淀区中关村南大街11号光大国际信大厦6218室 邮编: 100081

Room 6218, Everbright International Trust Mansion, 11 Zhongguancun South Street, Beijing  
100081, China

联络人(Contact person):

电话(Tel.):

经买卖双方友好协商, 现按照《中华人民共和国合同法》及有关法律法规签订本合同, 并信守下列条款, 共同严格履行。  
Through friendly consultations between the Buyer and Seller, this Contract is signed in accordance with the Contract Law of the People's Republic of China and other applicable laws and regulations. The Buyer and Seller should abide by and strictly perform the following terms and conditions.

## 1. 商品名称、规格、数量及单价 (人民币/元) : (Commodity, Specifications, Quantity and Price (RMB) )

ITEM 项目	COMMODITY & SPECIFICATION 货名及规格	UNIT 单位	QTY 数量	UNIT PRICE 单价(RMB)	TOTAL AMOUNT 总价(RMB)
合计总价(Total Amount - RMB): 大写人民币					

产品总价包括增值税项。VAT tax is included in the total selling amount mentioned above.

## 二. 交付约定(Delivery):

1、交货时间(Date of Delivery):

2、交货地点(Place of Destination):

3、收货单位(Consignee Company):

地址(Address):

邮政编码(Postal Code):

收货人(Contact Person):

联系电话(Tel.):

4、运输方式(Shipment): 由卖方提供。运费由卖方负责。如买方有特殊要求, 另行约定。

Shipment will be arranged by the Seller and the cost of transportation will be borne by the Seller. Buyer's special requirements should be specified and agreed separately by both parties.

5、如合同中以上发货信息无法确定, 买方应在发货前( )日内以详细的信息书面通知卖方, 并加盖公章。

If aforementioned delivery information cannot be determined, the Buyer should provide the detailed delivery information in writing which shall be affixed with its company chop ( ) days before the shipment.

6、如果买方变更交货地点及收货单位或收货人的，应在发货前( )日内以书面形式通知卖方,并加盖公章,否则由此产生的费用和 risk 由买方承担。

If the Buyer changes the Place of Destination and Consignee Company or Contact Person, the Buyer shall notify the Seller such change in writing which shall be affixed with its company chop within ( ) days prior to the shipment. Otherwise, the Buyer will bear the costs and risks thereof.

7、卖方应将货物运至本合同规定的地点。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.

三、付款方式(Terms of Payment):买方应于发货前( )天电汇支付100%货款。  
The Buyer shall pay 100% contract price via T/T ( ) days before shipment.

四、质量保证 (Guarantee of Quality):

质保期为自双方代表签订验收单之日起 ( )个月，但是，最多不超过发货后的( )个月，以先到者为准。

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.

五、附件布鲁克公司销售合同标准条款是本合同的组成部分，本合同未尽之事宜依照布鲁克公司销售合同标准条款执行。Bruker Terms and Conditions of Sale of Products and Services attached as Exhibit II are part of this Contract. Anything missed in this Contract shall be performed in accordance with Bruker Terms and Conditions of Sale of Products and Services.

买方 (The Buyer)		卖方(The Seller) 布鲁克(北京)科技有限公司 <b>Bruker (Beijing) Scientific Technology Co., Ltd.</b>	
法定代表人 Legal representative		法定代表人 Legal representative	安东尼.劳伦斯.马塔基奥尼
注册地址 Registered Add.		注册地址 Registered Add.	北京市海淀区中关村南大街11号1号楼5116室
邮编 Postal code		邮编 Postal code	
联系人 Contact person		联系人 Contact person	
电话 Tel.		电话 Tel.	
传真 Fax.		传真 Fax.	
开户银行 Bank Name		开户银行 Bank Name	美国银行有限公司北京分行
银行账号 Account number		银行账号 Account number	5375 20412209
增值税纳税人登记号: VAT registration number		增值税纳税人登记号: VAT registration number	

签字/盖章 Signature/company chop		签字/盖章 Signature/company chop	
签订日期 Date		签订日期 Date	

附件一：产品及配置清单  
**Exhibit I: 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	Material #	Description	Qty.
第三方产品 / Third Party Products			
*			

## 附件二：布鲁克公司销售合同标准条款

# Exhibit II: BRUKER TERMS AND CONDITIONS OF SALE OF PRODUCTS AND SERVICES

### 1、合同 (Contract)

下列条款和条件（下称“标准条款”）明确适用于布鲁克集团在中国的所有子公司和分支机构，包括布鲁克（北京）科技有限公司（以下统称“布鲁克”或“卖方”），现在和将来所有的产品销售和包括修理和维护在内的所有服务（除非另有单独的服务合同对此有不同的约定）。买方应指任何根据本标准条款向布鲁克购买产品和/或服务的一方。

All current and future sales transactions and, unless governed by a separate service contract, the performance of services including but not limited to repair services and maintenance by all subsidiaries and branches of Bruker Group in China, including Bruker (Beijing) Scientific Technology Co., Ltd. (collectively, “Bruker” or the “Seller”), are expressly subject to these terms and conditions (“Terms and Conditions”). The Buyer shall mean anyone who purchases goods and/or services from Bruker under these Terms and Conditions.

### 2、货物包装 (Packing)

商品须用坚固的木箱或纸箱包装，以宜于长途海运、邮寄、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直接损失费用。

The commodity shall be packed in strong wooden case(s) or carton(s), suitable for long distance ocean, parcel, post, or 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.

### 3、装货通知 (Delivery Notice)

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.

### 4、质量保证 (Guarantee of Quality)

布鲁克保证所提供货物无材料及制造的瑕疵，并进一步保证这些货物是全新的、未被使用的，且完全符合合同规定的质量、规格、性能。质保期为双方代表签订验收单之日起\_\_\_\_个月，但是最多不超过发货后的（ ）个月，以先到者为准。

Bruker warrants that the goods is free from any defect in materials and workmanship, and further warrants that such goods are brand new, unused and comply in all aspects with quality, specification and performance stipulated in the Contract. 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。如果买方或其指定收货人在收到货物后没有按规定进行验收，在布鲁克无任何过错的情况下，该货物将在交货后的第（ ）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 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 ( ) days after delivery.

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.

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.

## 5、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.

## 6、迟延交货罚款(Late Delivery and Penalty)

除标准条款第5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天收迟延交付货物价款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 5 of the Terms and Conditions, the Buyer shall agree to postpone the delivery of the 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 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 price of the delayed goods. In case 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/买方的原因导致卖方不能按时交货/安装，因此造成的仓储费用由买方承担。

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 case that the late delivery/installation is caused by the default of the Buyer /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.

## 7.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.

#### 8、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.

#### 9、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.

#### 10、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.

#### 9、其他条款(Miscellaneous)

1). 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). 合同经由双方授权代表签字/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). 所有对合同条款的修改、补充、变更均需以书面形式表示,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). 合同的所有附加条款均是合同的必要组成部分。

All appendixes to the Contract are indispensable parts of the Contract.

6). 合同一式\_\_\_\_份，每方保留\_\_\_\_份。中英文具有同样效力，两种文字解释发生冲突时，以中文文字为准。

The Contract shall have\_\_\_\_counterparts,\_\_\_\_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：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。

Governing Law: The formation, validity, interpretation and performance of the Contract and resolution of disputes relating to the Contract shall be governed by the laws of the People's Republic of China.