

背景资料

【货物信息】

我司于2021 年6 月21 日进口申报一台智能粘度仪（智能旋转流变仪）货物。

青岛优瑞商贸有限公司(企业信用：（91370203MA3C8JL000）

海关十位数代码：3702960343

进境关别：郑机场关（4604）

入境口岸：郑州新郑国际机场(410003)

货物存放地点：青岛华盛物流有限公司

境内货源地：青岛其他（37029）

包装种类：天然木托

境外品牌(其它)


特殊关系确认：否 价格影响确认：否 支付特许权使用费确认：否

请根据背景单证，登录仿真中国国际贸易单一窗口填制报关单。



MAWB No.: 501-10521781



HAWB No.: R693345

Shipper's Name and Address THERMO ELECTRON (KARLSRUHE) GMBH DIESELSTRASSE 4 KARLSRUHE 76227 DE TE +497214094268 Paolo Troja UST-IDNR.: 143583100		Shipper's Account Number DETHE005		Not Negotiable House Air Waybill  Issued by DHL GLOBAL FORWARDING GMBH RHENANIASTRASSE 68-70 MANNHEIM 68199 GERMANY Station Code: MHG			
Consignee's Name and Address Qingdao Yourui Trading Co., LTD ROOM 1307, 2#, NO. 17 7080 CENTER PLAZA, KUNSHAN ROAD QUINGDAO 266035 DE TE +053266023886 LUO DEBO		Consignee's Account Number CNQIH209		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. It is agreed that the goods described herein are accepted for carriage in apparent good order and condition (except as noted) and SUBJECT TO THE CONDITIONS OF CONTRACT ATTACHED TO THIS AIR WAYBILL AND/OR ACCESSABLE ON https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-hawb-terms.pdf ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD, RAIL, WATER, AIR OR ANY OTHER MODE UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.			
Notify ALSO NOTIFY: THERMO FISHER SCIENTIFIC (SHANGHAI) INSTRUMENT CO. BUILDING 6, NO 27 XIN JINQIAO JINQIAO EXPORT PROC SHANGHAI 31 201206 CN TE +8613524203597 EUGENE LIU JING USCI: 91310115753186196J		Currency EUR		Declared Value for Carriage NVD	Declared Value for Customs NCV	Amount of insurance XXX	
Origin Station MANNHEIM		Destination Station QINGDAO		Flight 1 / date / via 7L3433 / 17 / GYD		Flight 2 / date / via 7L0011 / 20 / TAO	
Reference Number(s) S 85904, MSD-MC-MARS, IQ-20210401JM C 85904		Handling Information MARKS: ADDRESS + 85904 MSD-MC-MARS IQ-20210401JM QINGDAO, CHINA DOC. ATT: COM. INV AND PACKING LIST S2102598542 AA20					
						SCI X	

No. Of Pieces RCP	Gross Weight	kg lb	Rate Class	Commodity Item No.	Chargeable	Rate Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	91.5	K	Q		128.0	As Agreed	As Agreed	ONE SET OF MARS IQ - NOT RESTRICTED DIMS 100x80x96 CM x 1 VOL 0.768 M3
1	91.5						As Agreed	1 SLAC

Prepaid Freight Charges As Agreed		Collect Freight Charges As Agreed		Other Charges Breakdown As Agreed	
Valuation Charges As Agreed		Valuation Charges As Agreed			
Tax As Agreed		Tax As Agreed			
Total Other Charges Due Agent As Agreed		Total Other Charges Due Agent As Agreed			
Total Other Charges Due Carrier As Agreed		Total Other Charges Due Carrier As Agreed			
Total Prepaid As Agreed		Total Collect As Agreed		11-Jun-21 Executed on _____ at (place) _____ MANNHEIM Signature of Issuing Carrier or its Agent  JENNIFER LURG Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations.	
				AS AGENT FOR THE SHIPPER AND IN CAPACITY AS CONTRACTING CARRIER  DHL GLOBAL FORWARDING GMBH Signature of Shipper or his Agent	

DHL Global Forwarding – Excellence. Simply Delivered.

MAWB No.: 501 - 10521781

As Agreed - THIS IS NOT AN INVOICE

HAWB NO.:

R693345

CONDITIONS OF CONTRACT OF THE AIR WAYBILL - NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION OR THE MONTREAL CONVENTION MAY BE APPLICABLE AND MAY LIMIT THE LIABILITY OF CARRIER IN RESPECT OF LOSS OF, DAMAGE OR DELAY TO CARGO. FOR CARRIAGE TO WHICH THE MONTREAL CONVENTION DOES NOT APPLY, CARRIER'S LIABILITY LIMITATION FOR CARGO LOST, DAMAGED OR DELAYED SHALL BE 22 SDR PER KILOGRAMME, UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

IN CARRIAGE TO WHICH NEITHER THE WARSAW CONVENTION NOR MONTREAL CONVENTION APPLY OR TO WHICH FOR ANY REASON THE LIABILITY LIMIT UNDER THE CONVENTION IS DETERMINED TO EXCEED THE FOREGOING LIMITATIONS, THE SHIPPER EXPRESSLY AGREES HEREIN THAT THE CARRIER'S LIABILITY SHALL NOT EXCEED 22 SPECIAL DRAWING RIGHTS OR THE EQUIVALENT PER KILOGRAMME (OR OTHER LIMITATIONS AS MAY BE SET FORTH HEREIN, WHICHEVER IS LOWEST) IN RESPECT OF LOSS OF OR DAMAGE TO CARGO INCLUDING DAMAGE OCCASIONED BY DELAY UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY AT DESTINATION IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon: "Carrier" includes the air carrier or forwarder issuing this air waybill and all carriers that carry or undertake to carry the goods or perform any other services related to such carriage. Carriage to be performed hereunder by successive Carriers is regarded as a single operation. "Air Waybill" is equivalent to "air consignment note". "Carriage" is equivalent to "transportation" and refers to the entire transportation, loading, unloading, storing, handling and any and all other services whatsoever undertaken by the Carrier in relation to the goods covered by this Air Waybill as well as any portion of the aforementioned. "Special Drawing Right" is a Special Drawing Right as defined by the International Monetary Fund. "Conditions" shall mean all the terms and conditions of contract as stated herein. The "Convention" means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules for International Carriage by Air, Montreal, 28 May 1999 ("Montreal Convention"); the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("Warsaw Convention"); that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2 or 4 (1975) as the case may be. "Shipper" includes the shipper, consignor, consignee, receiver, holder of this Air Waybill, owner of the goods or other person entitled to the possession of the goods and the servants and agents of any of these, including without limitation any freight forwarder other than Carrier, consolidator, customs broker or other intermediary involved in arranging this shipment, all of whom shall be jointly and severally liable to the Carrier for the payment of all charges, and for the performance of the obligations of any of them under this Air Waybill, and subject to all Conditions herein.

2. The issuer of this Air Waybill is not a common carrier and only deals with goods subject to these conditions.

3. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

4. (a) Carriage hereunder is subject to the rules relating to liability established by the Convention unless such Carriage is not "international carriage" as defined by the Convention.
(b) To the extent not in conflict with the foregoing, Carriage hereunder and other services performed by each Carrier are subject to:

(i) applicable laws (including national laws implementing the Convention), government regulations, orders, and requirements;
(ii) provisions herein set forth; and
(iii) applicable standard trading terms and conditions, tariffs, rules, regulations and timetables (but not the times of departure and arrival therein) of such Carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services.
(c) If any legislation, statute, law, treaty, or other rule ("law") is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to any such law, and nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such law. If any part of this Air Waybill is repugnant to or inconsistent with any such law, such law shall prevail and shall be considered a part of this contract for as long as such applies by their own force, and no further, except as may be expressly invoked and incorporated by reference elsewhere herein.

5. The agreed stopping places (which may be altered by the Carrier in case of necessity) are those places (except the place of departure and the place of destination) set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route.

6. If the sum entered on the face of the Air Waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and in these Conditions and if the Shipper has paid any supplementary charge that may be required by the Carrier's tariffs, conditions of carriage, or regulations, this shall constitute a special declaration of value or interest in delivery at destination and in this case Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered. EXCEPT AS THIS CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE, THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGES FROM THE TIME OF DEPARTURE TO THE TIME OF DELIVERY, THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.

7. Except as the Convention or other applicable law may otherwise require, the Carrier is not liable for any loss, damage, or delay, directly or indirectly arising out of compliance with laws, government regulations, orders, or requirements, or from Act of God, - e.g. earthquake, cyclone, storm, flood, fog, Force Majeure, - e.g. war, plane crash or embargo, Vis Major or any other cause or event which the Carrier is unable to control or avoid and the consequences whereof the Carrier is unable to prevent by the exercise of reasonable diligence.

8. In cases of loss, damage, or delay of the consignment, the weight to be taken into account in determining Carrier's limits of liability shall be only the weight of the package or packages concerned. Note: Notwithstanding any other provision, for foreign air transportation as defined in the U.S. Federal Aviation Act, as amended, in case of loss or damage or delay of a shipment or part thereof, the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss damage or delay) to determine the transportation charge for the shipment.

9. Any exclusion or limitation of liability or other provision benefiting the Carrier shall apply to and be for the benefit of Carrier's agents, servants, subcontractors and representatives and any person whose actions are used by Carrier or Carriage and its agents, servants, subcontractors and representatives. Such persons include, without limitation, sub-carriers, connecting carriers, couriers, warehousemen, terminal operators, baggage handlers, security providers, consolidators, truckers, road, rail, water and air transport operators, any independent contractor directly or indirectly employed by Carrier in performance of the Carriage and/or attendant services, and anyone assisting in the performance of the Carriage. Any such limitation of liability shall be a single, aggregate limitation, and satisfaction of such limitation by any one or more of the foregoing shall act as a satisfaction of such limitation by all of them. For purposes of contracting for the benefits of this provision and no further, Carrier acts herein as agent for all such persons benefiting from this provision. Without prejudice to the foregoing, no benefits hereunder extend to any such persons with respect to any claim brought against them by the Carrier.

10. Whilst the Carrier agrees to use all reasonable endeavors to complete the Carriage hereunder with reasonable dispatch no time for completion is fixed and the Carrier reserves to itself the right without notice to substitute alternative Carriers or aircraft and with due regard to the interest of the Shipper use other means of transportation. The Carrier is further authorised by the Shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

11. The goods or packages said to contain the goods described on the face hereof are accepted for Carriage from their receipt at Carrier's terminal or airport premises at the place of departure to the airport at the place of destination. If so specifically agreed the goods or packages said to contain the goods described on the face hereof are also accepted for forwarding to the airport of departure and for on forwarding beyond the airport of destination. If such forwarding or on forwarding is by carriage operated or arranged by the Carrier issuing this Air Waybill such carriage shall be upon the same terms as to liability as are herein contained. The Shipper, owner and consignee hereby authorize the Carrier to do all things deemed advisable to effect such forwarding or on forwarding including but without limitation selection of the means of forwarding or on forwarding and the routes thereof (unless these have been herein specified by the Shipper), execution and acceptance of documents of Carriage (which may include provisions exempting or limiting liability), and consigning of goods with no declaration of value notwithstanding any declaration of value in this Air Waybill.

12. Carrier is authorized (but shall be under no obligation) to advance any duties, taxes, or charges and to make any disbursements with respect to the goods, and the Shipper owner and consignee shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of goods except against repayment by the Shipper.

13. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

14. (a) Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. The Carrier is not liable for non-receipt or delay in receipt of such notice.

(b) On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the Shipper prior to arrival of the goods at the place of destination, delivery will be made to or in accordance with the instructions of the consignee on payment of all charges due. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the Shipper and subject to payment of all charges.

15. (a) The person entitled to delivery must make a complaint in writing to the Carrier issuing this Air Waybill:

(i) in the case of visible damage to the goods immediately after discovery of the damage and but in any case not later than 14 days from receipt of the goods;
(ii) in the case of other damage to the goods within 14 days from receipt of the goods;
(iii) in the case of delay within 21 days of the date the goods are placed at his disposal, and
(iv) in case of loss (including non-delivery) of the goods within 120 days from the date of issue of the Air Waybill; (b) For the purpose of sub-paragraph (a) above complaint in writing shall be made to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination.
(c) Any rights to damages against the Carrier shall, in any event, be extinguished unless an action is brought within two years from the date of arrival at the destination or from the date on which the goods ought to have arrived or from the date on which the transportation stopped.
(d) THE SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF THE CARRIER ARE PREMISED UPON THE CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN, THE SHIPPER EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FOR ANY AND ALL LIABILITY OR CLAIMS, REGARDLESS OF HOW AND BY WHOM MADE, AGAINST THE CARRIER FOR ANY AMOUNT IN EXCESS OF THE LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED AS AGAINST SHIPPER.

16. (a) The Shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to from through or over which the goods may be carried or which may be issued by any inter-governmental agency including those relating to:

(i) the packing, carriage, sealing, identification or delivery of the goods or;
(ii) any aviation or other general freight transport security requirements which must or ought to be complied with by the Shipper;
(b) The Shipper shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws, rules and regulations. Carrier is not liable to the Shipper or any other person for loss or expense due to the Shipper's failure to comply with this provision.
(c) The Shipper warrants that:
(i) he is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods.
(ii) the description and particulars of any goods furnished by or on behalf of the Shipper are complete, timely and accurate and do not contain any irregularities;
(iii) all goods have been properly and sufficiently prepared, packed, stowed, labeled, sealed, identified and/or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and characteristics of the goods;
(iv) the goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any aeroplane, vehicle or other transport conveyance to be used in connection with the carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; and
(v) the goods do not comprise or contain any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations or the Accord Dangereux Routier Regulations from time to time in force (collectively "the Regulations") and the Shipper will not tender such goods to the Carrier for Carriage and/or attendant services without obtaining the Carrier's prior written consent thereto. Where such consent is granted the Shipper warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Regulations.
(d) The Shipper shall ensure compliance with all applicable export control and sanctions laws and regulations ("Export Laws") and warrants in particular that:

(i) neither Shipper, any holding company, agents, consignee or any other third party directly contracted by the Shipper for the delivery of the goods are listed on any applicable sanctions lists as a denied or restricted party;
(ii) the delivery of the goods to their final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;
(iii) Shipper will inform the Carrier should the goods be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws;

(iv) Shipper has obtained all necessary permits, licenses or other government authorizations required for the delivery of the goods to their final destination and end-use.
(v) Shipper shall provide Carrier with all information, including permits and licenses, required by applicable Export Laws to permit Carrier to further the delivery of the goods to the final destination country.

(e) THE SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES INCURRED OR OCCASIONED BY (i) A BREACH BY THE SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE PROVISIONS OR (iii) CARRIER'S EXECUTION OF SHIPPER'S INSTRUCTIONS.

17. No agent, servant or representative of the Carrier has authority to alter modify or waive any provisions of this contract.

18. On request and if the appropriate premium is paid and the fact recorded on the face hereof the goods covered by this Air Waybill are insured whilst in the ordinary course of transit under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions, and cover (from which certain risks are excluded) of the open policy which are available for inspection at an office of the Carrier issuing this Air Waybill and which are specified on the Certificates of Insurance issued by the Carrier. For cargo held or to be held in Carrier's or Customs Terminal cover may be extended upon prior request to apply before commencement of transit and/or beyond duration of transit subject to payment of an appropriate additional premium. Claims under any insurance effected under this paragraph must be reported immediately to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination or to the insurer.

19. The Shipper expressly agrees that the Carrier shall have a general lien on goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Shipper, for all sums due including interest under this contract or any other contract or undertaking to which the Shipper was party or otherwise involved, inclusive of all costs, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. The Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, without notice to the Shipper and at the Shipper's expense and without any liability towards the Shipper.

20. Insofar as any provision of these Conditions may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. Similarly, if any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions.

情况说明

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品名	智能粘度仪（智能旋转流变仪）
品牌	Thermo Scientific HAAKE Viscotester iQ
规格型号	HAAKE Viscotester iQ
SH 编码	9027899090
产品图片	
功能	测量各种液体半固体和固体样品的粘度，屈服应力，触变，粘温曲线等流动性能参数
原理	测试时将样品置于特定的上下测量夹具之间，夹具的一端对样品施加一个应力,产生的形变通过光学编码器测量。由于材料的粘性与样品的形变有关，从而可以得到相应的“粘度曲线”，从而可以表征材料的流变特征。 测试模式包括：流动（稳态测量）、蠕变和应力松弛（瞬态测量）等模式。仪器和计算机联机，实验的结果直接由专用的流变分析软件接收，并可根据需要进行分析。
检测对象	各种材料样品
存放地点	



Thermo Fisher Scientific (China) Co., Ltd.
Thermo Fisher Scientific (China) Co., Ltd.
Building 8, No.379,Debao Rd, Free Trade Zone,Shanghai China

BILL TO

Qingdao Yourui Trading Co., LTD
Room 1307, 2#, No. 17 7080 Center Plaza,
Kunshan Road, Qingdao
Contact: Luo Debo
Tel: 0532-66023886
Fax: 0532-66023886

SHIP TO

Qingdao Yourui Trading Co., LTD
Room 1307, 2#, No. 17 7080 Center Plaza,
Kunshan Road, Qingdao
Contact: Luo Debo
Tel: 0532-66023886
Fax: 0532-66023886

PACKING LIST

Invoice Number MMC21054K1
Invoice Date 2021-05-19

Contract no. MSD-MC-MARS iQ-20210401JM
Contract Date 2021-03-31

Terms of Delivery CIP Qingdao Airport
Shipped From: Main Airport of Germany

Contact Person: Laura Xu
Tel: 8621-38174224
Email: laura.xu@thermofisher.com

Item	Qty/Unit	品名Description	总毛重G.W. : (Kg)	总净重N.W. : (Kg)	Amount
1	1台	智能粘度仪 (智能旋转流变仪)	91.5	64.482	EUR 20,500.00

Total Invoice Value EUR 20,500.00

Remarks: For and on behalf of
Thermo Fisher Scientific (China) Co., Ltd.

Qingdao Yourui Trading Co., LTD

Laura Xu

Authorized Signature(s)

OUR BANKER INFORMATION:

Banker: Bank of China, Pu Dong Development Zone Sub-Branch
SWIFT Address: BKCHCNBJ300
Address: NO.58 XINJINQIAO ROAD, SHANGHAI
Account: 453360621359
Currency: All the foreign currency

**Thermo Fisher Scientific (China) Co., Ltd.**

Thermo Fisher Scientific (China) Co., Ltd.
Building 8, No.379,Debao Rd, Free Trade Zone,Shanghai China

BILL TO

Qingdao Yourui Trading Co., LTD
Room 1307, 2#, No. 17 7080 Center Plaza,
Kunshan Road, Qingdao
Contact: Luo Debo
Tel: 0532-66023886
Fax: 0532-66023886

SHIP TO

Qingdao Yourui Trading Co., LTD
Room 1307, 2#, No. 17 7080 Center Plaza,
Kunshan Road, Qingdao
Contact: Luo Debo
Tel: 0532-66023886
Fax: 0532-66023886

PROFORMA INVOICE

Invoice Number MMC21054K1
Invoice Date 2021-05-19

Contract no. MSD-MC-MARS iQ-20210401JM
Contract Date 2021-03-31

Order Number: 6812071

Terms of Payment: 30%T/T in advance
70%T/T before shipment

Terms of Delivery CIP Qingdao Airport
Shipped From: Main Airport of Germany

Contact Person: Laura Xu
Tel: 8621-38174224
Email: laura.xu@thermofisher.com

Item	Qty/Unit	Product Description	Unit Price	Disc Rate%	Amount
1	1台	Mars iQ Shipping Mark: MSD-MC-MARS iQ-20210401JM QINGDAO, CHINA Country of Origin and Manufacturer: Germany, Thermo Fisher Scientific	EUR 20,500.00		EUR 20,500.00

Total Invoice Value**EUR 20,500.00**

Remarks: For and on behalf of
Thermo Fisher Scientific (China) Co., Ltd.

Qingdao Yourui Trading Co., LTD

Laura Xu

Authorized Signature(s)

OUR BANKER INFORMATION:

Banker: Bank of China, Pu Dong Development Zone Sub-Branch
SWIFT Address: BKCHCNBJ300
Address: NO.58 XINJINQIAO ROAD, SHANGHAI
Account: 453360621359
Currency: All the foreign currency

买卖合同 SALES CONTRACT

日期 Date: 2021-03-31

买方 Buyer: 青岛优瑞商贸有限公司
Qingdao Yourui Trading Co., LTD

合同号 Contract No.: MSD-MC-MARS iQ-20210401JM

卖方 Seller 赛默飞世尔科技(中国)有限公司
Thermo Fisher Scientific (China) Co., Ltd

地址 Address: 青岛市市北区昆山路 17 号 2 号楼 13 层 1307 户
Room 1307, 2#, No. 17 7080 Center Plaza, Kunshan Road,
Qingdao

电话 Tel: 0532-66023886 传真 Fax: 0532-66023886

地址 Address: 中国(上海)自由贸易试验区德堡路 379 号 8
幢 Building 8, No.379, Debao Rd, Free Trade Zone, Shanghai
China

电话 Tel: 021-68654588

传真 Fax: 021-64281793

进出口代理人 Import and Export Agent: 青岛优瑞商贸有限公司

电话 Tel: 0532-66023886

传真 Fax: 0532-66023886

本合同由买卖双方订立。根据本合同规定的条款, 买方同意购买且卖方同意出售下述货物:

This Contract is made by and between the Buyer and the Seller, whereby the Seller agrees to sell and the Buyer agrees to buy the below-mentioned goods on the terms and conditions stipulated hereunder:

1 货物详情 Particulars of the Goods

货名及规格 Goods and Specifications	数量 Quantity	单价 Unite Price	总价 Total amount	是否需要安装 Whether or not installation required	是否为第三方货物 Whether it's Third Party Product
HAAKEMARSiQ Rheometer MARSiQ 流变仪	1	EUR20500. 00	EUR20500.00	是	否
总价 TOTAL PRICE:		EUR20500.00			
生产国别和制造厂商: 德国, 热电卡尔斯鲁厄 Country of Origin and Manufacturer: Germany, Thermo Fisher Scientific					

上述价格有效期 3 个月(除非卖方在关税或汇率发生重大变化时调整价格)。

The price is valid for 3 month unless otherwise revised by Seller if there is any significant change of tariffs and foreign currency exchange rate.

2 交付条件 Delivery Terms: CIP 青岛机场 CIP Qingdao Airport

Delivery Terms

2.2 在本合同中, 描述双方权利义务的贸易术语(如 FCA), 应按照位于巴黎的国际商会最新出版的《国际贸易术语解释通则》(“Incoterms”) 解释。

For purposes of this Contract, trade terms (e.g., FCA) used to describe the rights and obligations of the parties shall have the meanings assigned to them by the latest Incoterms published by the International Chamber of Commerce, Paris.

3 装运条款 Shipping Terms

3.1 交货时间 Time of Delivery: 收到预付款后 56 天 56 days after receive Advanced

3.2 装运期限 Time of Shipping: 收到预付款后 56 天 56 days after receive Advanced

3.3 装运口岸 Port of Shipment: Main Airport in Germany

3.4 到货口岸 Port of Destination: 青岛机场 Qingdao Airport

每批货物装运启航后, 卖方即以传真通知买方合同、货名、数量、重量、总值、开航日期和目的口岸。

Immediately after the Goods have been shipped and departed, the Seller shall notify the Buyer by fax the contract number, name of Goods, quantity, weight, total value, Flight No., shipping date and the port of destination.

货物允许转运, 【允许/但不可】分批运输。

Trans-shipment is acceptable, and partial shipment is acceptable/but partial shipment is not allowed.

3.5 单据/Documents Required:

卖方应将下列单据提交银行议付/托收:

- (1) 全套清洁的、可议付的已装运空运/海运/联运提单，注明“运费已付/到付”（一份原件及 2 份复印件）；
- (2) 卖方发票一份，注明合同号、信用证号和唛头；
- (3) 保险单（如根据贸易术语适用或双方另行书面确认适用）；
- (4) 装箱单两份，注明毛、净重，尺码、品名和数量；
- (5) 原产地证明。

The Seller shall present the following documents required to the bank for negotiation/collection:

- (1) Original and 2 copies of negotiable, clean, on board bill of lading, by air, sea or multi-model transport document marked “freight prepaid/to collect”;
- (2) Copies of the Seller's invoice showing contract no., L/C no. and shipping marks
- (3) Insurance certificate (applied pursuant to Incoterms or confirmed in writing by the Parties.)
- (4) 2 copies of the packing list identifying the gross & net weight, measurement, name and quantity of each package.
- (5) Certificate of origin.

4 包装及标准 Packing & Standards

货物应具有防潮、防锈蚀、防震并适合远洋运输的包装。由于货物包装不充分或不适当而造成的货物残损、灭失应由卖方负责。卖方应在每个包装箱上用不退色的颜色标明尺码、包装箱号码、毛重、净重及“此端向上”、“防潮”、“小心轻放”等标记，并刷有下列唛头：

唛头：MSD-MC-MARS iQ-20210401JM

QINGDAO, CHINA

The packing of the Goods shall be preventive from dampness, rust, moisture, erosion and shock, and shall be suitable for ocean transportation. The Seller shall be liable for any damage and loss of the Goods attributable to the inadequate or improper packing. The measurement, number of package, gross weight, net weight, and the cautions such as “DO NOT STACK UP SIDE DOWN”, “KEEP AWAY FROM MOISTURE”, “HANDLE WITH CARE” shall be stencilled on the surface of each package with fadeless marks, and the following shipping mark shall be stencilled:

Shipping Mark: MSD-MC-MARS iQ-20210401JM

QINGDAO, CHINA

5 Insurance 保险

合同下提供的货物在制造、购置、运输、存放及交货过程中的丢失或损坏，应该按照发票金额的 110% 投保一切险。

The Goods supplied under the Contract shall be insured with All Risks at 110% of the invoice value against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery.

6 检验与验收 Inspection & testing and Acceptance

6.1 发货前，卖方制造厂应对货物的符合合同标准进行检验，出具检验证明书或出厂合格证书。

Prior to shipment, the Seller manufacturer shall conduct inspection/test on the Goods' conformity to the Contract Specifications, and issue an inspection certificate or conformity certificate.

6.2 在货物到达目的地口岸 90 天内，如发现货物的质量与本合同规定不符或发现货物无论任何原因引起的缺陷包括内在缺陷或使用不良的原料，除属于保险公司或承运方责任之外，买方应申请中国海关总署（以下简称海关）对有关的货物进行检验，买方有权根据海关出具的检验检疫证书向卖方索赔。

If, within 90 days after arrival of the Goods at the destination, should the quality of the Goods be found not in conformity with the contracted stipulations, or should the Goods prove defective for any reasons, including latent defect or the use of unsuitable materials, the Buyer shall arrange for an inspection to be carried out by General Administration of Customs of the People's Republic of China (hereinafter called China Customs) and have the right to claim against the Seller on the strength of the inspection certificate issued by China Customs, with the exception to those claims for which the insurance company or the freight forwarder are liable.

6.3 货物交付后，买方应在十五(15)天内对货物的数量、规格及表面状况进行开箱检验。买方应提前通知卖方检验时间和地点，卖方有权委派代表参加检验。如果出现短缺、破损或错发等，买方应立即通知卖方任何不符情况；如果出现短缺、破损或错发的，由卖方补足、替换或重发并承担相关的费用。若在上述期限内买方未通知卖方任何不符情况，则视为所交付货物的数量、规格及表面状况均符合双方约定。

Within fifteen (15) days after delivery of the Goods, the Buyer shall conduct an “open box” inspection of the Goods in respect of their quantity, specifications and apparent order and condition. The Buyer shall inform the Seller in advance and the Seller has the right to send its representative to join the inspection. In case of shortage, damage or wrong delivery, the Buyer shall promptly notify the Seller of the discrepancies, and the Seller will make up the shortage, replace the damaged Goods or send the correct Goods, and bear the related costs. If the Buyer does not notify the Seller of any such discrepancies within the prescribed period, the quantity, specifications and apparent order and condition of the delivered Goods shall be deemed in compliance with this Contract.

- 6.4 如货物需要安装、测试及验收, 买方应在约定期限内 (如无约定期限, 应在货物到达目的地口岸 90 天内) 完成货物的安装、测试及验收。如买方未在该期限内安排安装、测试及验收的, 视为该等货物已完成安装且/或测试验收合格且已为买方所接受。

If the Goods need to be installed, tested and accepted, the Buyer shall complete the installation, testing and acceptance of the Goods within the agreed time limit (or within 90 days after arrival of the Goods at the destination if no agreed time limit). If the Buyer fails to arrange the installation, testing and acceptance of the Goods within such period, the Goods shall be deemed to have been installed and/or tested and accepted by the Buyer.

- 6.5 无论货物是否需要安装、测试或验收, 买方的付款义务不迟于 2021 年 6 月 01 日。

Regardless of whether installation, testing and acceptance of the Goods is required, the payment obligation of the Buyer shall be no later than 2021-6-01.

7 质量保证 Warranty

- 7.1 卖方保证合同下所提供的货物是全新的、未使用过的。卖方同时保证所提供的货物质量符合其发布的技术规格或双方另行书面约定的标准。

The Seller warrants that the Goods supplied under the Contract are new, unused. The Seller further warrants that all Goods supplied under the Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Buyer). The Seller also warrants that the Goods supplied conform to its published specifications or the specifications agreed upon in writing by the Parties.

- 7.2 除非本合同另有规定, 质量保证期限为自货物验收后 (12) 个月 (其中产品质保为 12 个月, 延保为 (0) 个月), 或自货物交运之日起 (15) 个月, 以先到日期为准。

Unless otherwise specified in the Contract, such warranty shall be valid for (12) months from the date of acceptance of the Goods (among which warranty is one(1) year and extended warranty is (0) months), or (15) months from the date of shipment, whichever is earlier.

上述质量保证责任不涵盖由于由货物以外的原因 (比如意外事件/自然灾害, 断电或电涌, 货物储存不当或不按照使用指南操作等) 造成的质量问题。

The above quality warranty does not cover problems caused by factors external to the Goods such as accident or disaster, power failure or electrical power surge, improper storage of the Goods or use of the Goods not following the use instructions.

- 7.3 如卖方出售的任何货物或者其部分采购自第三方供应商, 则卖方的货物质量保证限于第三方供应商提供的货物质量保证。

The Seller's warranty with respect to any goods or any components thereof furnished to the Seller by any third party suppliers and sold by the Seller to the Buyer shall be limited to the warranty provided by such third party suppliers therefore.

8 付款条件 Payment Term

- 8.1 买卖合同价格以下列方式支付:

Contract Price shall be paid in the following manner:

付款方式: 30%签订合同后电汇预付, 剩余 70%发货前电汇预付。

30% TT payment after signing the contract, 70% TT payment before shipment.

买方须将货款总价按上述方式通过转账付于卖方如下账户:

The Buyer shall pay the purchase price to the following account of the Seller:

公司名称/ NAME: Thermo Fisher Scientific (China) Co.,LTD

开户行/ BANK NAME: Bank of China Pudong Development Zone Sub-Branch

银行账号 / AC NO.: 453360621359

SWIFT 代码/ CODE: BKCHCNBJ300

银行地址/BANK ADDRESS:NO.58 XINJINQIAO ROAD, SHANGHA

- 8.2 买方如有款项到期未付, 应向卖方支付该款项自到期日至付款日的利息, 利率按每天 0.05% 计算。如到期未付款项为外币, 买方也应承担卖方因其延迟付款而遭受的汇率损失。如买方未按时支付任何价款或未依约按时开立信用证超过 60 天的, 卖方可以解除合同并要求买方赔偿损失。

Any default in payment by the Buyer will entitle the Seller to the interest on that outstanding amount at the rate of point zero 5 percent (0.05 %) per day from the due date thereof through the date of the completion of such payment. In the event the overdue payment is in foreign currency, the Buyer shall also compensate the Seller for the currency fluctuation losses (if any) caused by the

default in payment by the Buyer. In the event the Buyer is in default of any payment due or fails to open a letter of credit in time and as agreed, and the default is more than 60 days, the Seller is entitled to terminate the Contract and claim compensation against the Buyer.

**9 延迟交货及
违约责任
Late
Delivery &
Liability for
Breach**

- 9.1 除合同第 14 条不可抗力原因外,如卖方不能按合同规定的时间交货,买方同意在卖方支付违约金的条件下延期交货。罚款可由议付银行在议付货款时扣除,违约金按每 7 天收迟交货物总价的 0.5% 计算,不足 7 天按 7 天计,但最高罚款总额不超过迟交货物总价的 5%。如卖方延期交货超过合同规定 180 天时,买方有权撤销合同,此时,卖方仍应毫不延迟地按上述规定向买方支付违约金。
- Except for force majeure causes under Clause 14 hereunder, if the Seller cannot make delivery on time as stipulated in the Contract, the Buyer shall agree to take the postponed delivery on the condition that the Seller agrees to pay liquidated damages. The rate of such liquidated damages shall be 0.5% of value of the delayed Goods per 7 days, and if less than 7 days shall be countered as 7 days. The liquidated damages shall not exceed 5% of the total value of the delayed Goods. If the delivery delay is more than 180 days than the stipulated date of delivery, the Buyer has the right to terminate the Contract, and the Seller, in spite of the termination, shall nevertheless pay the aforesaid liquidated damages to the Buyer without delay.
- 9.2 如买方要求卖方延迟或者中止履行合同,卖方书面同意的,如所要求的中止或者延迟时间超过 30 天,买方应向卖方支付所涉产品价款的 20% 作为中止/延迟履行费。If the Buyer requests the Seller to delay or suspend its performance of this Contract, which the Seller agrees in writing, and if the suspension or delay period requested is more than 30 days, the Buyer shall pay the Seller a suspension/delay fee, equal to 20% of the total value of the goods said.
- 9.3 如买方单方面解除本合同,则卖方有权要求买方支付以下违约金:(i) 对于通用产品,合同总价款的 30%;(ii) 对于特定产品,卖方已花费的制造成本,再加上合同总价的 30%。
- If the Buyer terminates the Contract unilaterally, the Seller is entitled to require the liquidated damages as follows: (i) 30% of total contract price for universal products, or (ii) manufacturing costs incurred by the Seller, added 30% of the total contract price for particular products.
- 9.4 除法律另有规定外,任何一方均不对另一方因本合同而产生的间接损失(如收入或利润损失、商誉损失、数据损失等)承担责任。买卖双方在本合同项下违约向对方承担的责任限于合同的总价。Unless the law provides otherwise, neither party shall be liable to the other party for indirect losses (e.g., loss of revenue or profit, loss of goodwill, loss of data) in connection to or arising out of this Contract. The aggregate liability of a Party to the other party shall not exceed the total Contract price.
- 9.5 上述 9.4 条不适用于(1)造成对方人身伤害的;(2)因故意或重大过失造成对方财产损失的。The foregoing Section 9.4 shall not apply to (1) bodily injury; (2) property damages caused by wilful misconduct or gross negligence.

**10 第三方产品
Third Party
Product**

若本合同项下产品涉及第三方产品,卖方为履行本合同的目的需提前向第三方采购买方所需产品,且有相应的采购费用产生。鉴于买方并未预先支付任何货款,因此,买方同意不取消本合同项下的第三方产品。如买方要求取消卖方自有产品的,适用本合同第 9 条的规定。

In the event that the Goods hereunder involve third party Goods, and the Seller shall purchase the Goods required by the Buyer from a third party in advance for the purpose of performing the Contract, which incurs the corresponding purchase expenses. Since the Buyer has not paid in advance, the Buyer agrees not to cancel the third party Goods hereunder. In the event that the Buyer requests to cancel the Seller's own Goods, Clause 9 hereunder shall apply.

**11 仅可用于工
业或者科研
等非医疗目
的
Non-clinical
Purpose
Use Only**

买卖双方确认:依照中国法律法规之规定,除非产品标签上或其他附随产品的文件上另有明确声明,本合同项下之任何产品仅可用于工业或者科研等非医疗目的,不得直接或间接将产品用于临床诊断或其他未经许可的临床医疗用途。卖方特此明示提醒:买方应严格恪守上述规定,不得超越正常的科研或教学目的而违规使用产品,否则由此造成的一切后果均应由买方承担;若卖方因此遭受任何损失的,买方也应负责对卖方做出赔偿。

Both Buyer and Seller acknowledge that any Goods hereunder shall only be used for non-clinical purpose, and shall not be used in clinical diagnosis or other clinical medical use without permission under the Chinese laws and regulations unless the Seller expressly states otherwise in product label or other documents accompanying the product. The Seller hereby reminds the Buyer expressly that the Buyer shall strictly obey the above-mentioned rules and shall not misuse the Goods which is out of the purpose of normal scientific research, otherwise, the Buyer shall bear all consequences arising therefrom and the Buyer shall make the compensation to Seller if the Seller has suffered any loss.

**12 出口合规
Export
Compliance**

关于出口和再出口,除适用的法律和法规另有授权外,买方声明并保证,卖方提供的任何产品,或买方可能被视为经销商或转售商所控制的产品、技术或服务,均不得出口、再出口、分销或供应给(i)古巴、伊朗、朝鲜、苏丹或叙利亚的任何个人或组织,或被视为该等国家/地区政府的人员,(ii) 参与不当开发或使用核武器、生化武器或导弹,或参与恐怖活动的任何个人或组织,或(iii) 被美国政府或任何其他国家政府禁止接受标的产品、技术或服务,或参与涉及标的产品、技术或服务的交

易的任何个人或组织。买卖双方均确认，他们将遵守所有适用的法律和法规，包括但不限于美国的出口法律和法规。买方承认，卖方提供的特定产品（包括但不限于产品组件和备件）、技术或服务（包括但不限于质保服务）可能需要卖方首先从美国政府或其他监管机构取得许可证（或类似要求）。买方同意，因卖方无法直接控制的合理原因致使卖方未能或无法及时（或永远无法）取得任何该等许可证（或类似要求）而导致的任何迟延提供或未能提供任何该等产品、技术或服务的，将(i)不构成卖方对上述文件或卖方对买方的任何其他明示或暗示义务的违反或违约，并且(ii)不会导致卖方的任何责任或进一步义务。如买方作为经销商或以其他方式转售或转让卖方产品，则买方应确保其转售或转让产品的最终用户以书面形式同意本条款的规定，并且买方承诺，如最终用户未遵守本条款的规定，买方将尽其最大努力促使最终用户遵守该等规定。如买方未严格遵守本条款规定，则构成对本合同的实质违约。

With regard to exports and re-exports, unless authorized by applicable laws and regulations, Buyer represents and warrants that no product supplied by Seller, or products, technology or services that Buyer may be deemed to control as a distributor or reseller, shall be exported, re-exported, distributed or supplied to (i) any person or organization in Cuba, Iran, North Korea, Sudan, or Syria, or who is considered a part of the government of those countries, (ii) any person or organization who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities, or (iii) any person or organization who is prohibited by the government of the United States, or of any other country, from receiving the subject product, technology or services, or from participating in transactions involving the subject product, technology or services. Both Buyer and Seller confirm they shall comply with all applicable laws and regulations including but not limited to the U.S. export laws and regulations. Buyer acknowledges that the provision by Seller of certain products (including without limitation components and spare parts therefore), technologies or services (including without limitation warranty services) may require Seller to first obtain a license (or similar requirement) from the U.S. government or other regulatory body. Buyer agrees that any delay in the provision of, or failure to provide, any such products, technologies or services, occasioned by Seller's failure, or inability, to obtain any such license (or similar requirement) timely (or ever) due to reasons reasonably beyond Seller's direct control shall (i) not constitute a breach or default by Seller of the above referenced documents or any other express or implied obligations of Seller to Buyer and (ii) shall not give rise to any liability, or further obligation, of Seller. In the event that Buyer resells or transfers Seller's product as a distributor or otherwise, Buyer shall ensure that the end user to whom Buyer resells or transfers the products agrees in writing to the provisions of this section and Buyer covenants to use its best efforts to enforce such provisions against the end user should it fail to comply. Failure of Buyer to strictly comply with this clause shall be a material breach of this Contract.

13 合规条款 Compliance Provisions

如买方作为经销商或以其他方式转售或转让卖方产品，应遵守以下规定：买方声明并保证在与卖方的产品和服务相关的业务活动中遵守反腐败、反商业贿赂、反洗钱的法律：(1) 不会直接或者间接支付或提供有价值物品给任何政府或政府组织机构或单位的官员、代表、或工作人员，来为任何个人或公司（如卖方）达成或者保留业务（2）买方不会做出任何违反或导致卖方违反《美国反海外贿赂行为法》、《英国反贿赂法》或其他相关法律、法规的关于支付给政府、政府雇员以及相关人员的行为。买方进一步声明和保证：尽买方所知，上文中叙及的行为在过去并未发生过。并且，声明和保证买方的拥有人、负责人、主管、雇员或其它职员不是任何政府、政府授权组织或政治组织的官员、办公人员、雇员或代表人，同时买方也不会参与为投标成功而付出金钱报酬的决策过程。买方同时声明和保证，将完整和准确地保持所有从卖方收到的佣金、服务费或者其它款项的记录，并且接受卖方和其代表人的检查和审计。

In the event that the Buyer resells or transfers the Seller's product as a distributor or otherwise, the Buyer shall comply with the following provisions. With respect to laws relating to corruption, commercial bribery, and money laundering, the Buyer represents and warrants that with respect to activities involving the Seller's products or services, (i) no part of any fees paid by or payable to the Buyer or any profits obtained by the Buyer or any other items of value will be directly or indirectly paid, offered, transferred, or given to any official, representative, or employee of any government, government agency, or instrumentality or to any other person acting in a business capacity for the purpose of obtaining or retaining business for or with, or directing business to, any person or company (such as the Seller) and (ii) that the Buyer will not do anything to violate or to cause the Seller to violate the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act or any other laws, regulations, and standards dealing with payments to governments, government employees, related persons, or persons acting in a business capacity. The Buyer also represents and warrants that to the best of your knowledge none of the actions specified in (i) and (ii) above have occurred in the past. The Buyer also represents and warrants that none of the Buyer's owners, principals, officers, employees, or staff members are officials, officers, employees, or representatives of any government, governmental agency, or political party or a candidate for political office, and that the Buyer will not be involved in the decision-making process associated with any award that may be made in response to any bid by the Seller. The Buyer also represents and warrants that the Buyer will keep complete and accurate records of all payments of any kind made by the Buyer from or with respect to commissions, service fees, or other payments received from the Seller, and such records shall be subject to inspection and audit by the Seller and its representatives at any time.

- 14 不可抗力**
Force Majeure
- 14.1 由于不可抗力的原因，而不能履行合同或迟延履行合同的一方无须为此承担违约责任，但应立即以书面形式通知对方并提供不可抗力发生以及持续期间的充分证据。如果不可抗力发生超过 6 个月以上，任何一方都有权终止合同。
- The party shall not be responsible for delay or non-performance of the Contract which are affected by a force majeure event, but shall promptly notify the other party in writing and furnish sufficient proof of the occurrence and duration of such force majeure event. If the force majeure event lasts for more than six (6) months, either Party has the right to terminate the Contract.
- 14.2 “不可抗力”系指那些合同一方无法控制的、无法预见、无法避免的事件和情况，其发生也不是卖方的违约或疏忽而造成的。这些事件包括但不限于：政府行为、罢工、战争或革命、火灾、洪水、流行病、防疫限制和禁运。
- “Force Majeure” means an event which is beyond the control of the Parties, not foreseeable and unavoidable. Such events may include but not restricted to, acts of the government, strike, war or revolution, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 15 适用法律**
Governing Law
- 合同应适用中华人民共和国法律。如合同使用国际贸易术语，则该术语应按照最新出版的《国际贸易术语解释通则》予以解释，但是合同约定优先于该通则的规定。
- The Contract shall be governed by the laws of the People's Republic of China. Any international trade terms, if used in this Contract, shall be construed in accordance with the latest International Rules for the Interpretation of Trade Terms (INCOTERMS), unless otherwise provided in this Contract.
- 16 争议解决**
Dispute Resolution
- 因合同而产生的或与合同有关的任何争议应通过友好协商解决，如无法协商解决，争议应提交上海国际经济贸易仲裁委员会依据申请仲裁时该会有效的仲裁规则进行仲裁。仲裁应在上海进行。仲裁裁决是终局的，对双方具有约束力。
- Any dispute arising from or in connection with this Contract shall be settled through friendly negotiation. In case that no such settlement is reached, the dispute shall be submitted to the Shanghai International Economic and Trade Arbitration Commission (“SHIAC”) for arbitration in accordance with its rules in effect at the time of applying for arbitration. The venue of arbitration shall be in Shanghai. The arbitral award is final and shall bind upon both parties.
- 17 杂项条款**
Mis. Provisions
- 17.1 除非合同明确提及，卖方所提供的商品目录、说明书、传单、广告、价目表中包含的任何有关货物及其用途的信息，如重量、大小、容量、颜色以及其它数据仅作参考指示之用，不作为合同的条款而生效。
- Any information relating to the Goods and their use, such as weight, dimensions, capacities, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of the Seller, shall not take effect as terms of the Contract unless expressly referred to in the Contract.
- 17.2 除非另有约定，尽管买方有可能得到软件、图纸等，但买方并不因此而获得它们的产权。卖方仍是与货物有关的知识产权或工业产权的唯一所有者。
- Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc., which may have been made available to the Buyer. The Seller also remains the exclusive owner of any intellectual or industrial property rights related to the Goods.
- 17.3 卖方提供给买方的所有相关资料（包括但不限于所有定价、折扣及技术信息）为卖方的商业秘密。买方同意（a）为该等信息保密不向任何第三方披露；及（b）只为与货物有关的用途使用该等信息。
- All relevant material provided to the Buyer by the Seller, including but not limited to all pricing, discounts and technical information, are trade secrets of the Seller. The Buyer agrees to (a) keep such information confidential and not disclose to any third party; (b) only use the information for purposes related to the Goods.
- 17.4 根据合同要求向对方发出的任何书面通知或通讯往来在专人递送至时、发送电子邮件到达对方邮箱时或以邮政特快专递寄出到对方的营业地址后三（3）个工作日视为送达。
- Any written notice or communication shall be deemed delivered (1) at the same time by hand delivery; (2) at the same time by E-mail arriving at the mailbox; or (3) three (3) dates later if by courier to the other party's business address.
- 17.5 本合同以中英文签署。若中英文存在不一致的，以中文为准。
- The Contract is entered into in both Chinese and English. In case of any discrepancy between the Chinese and English versions, Chinese version shall prevail.
- 17.6 合同及所有附件自双方正式签字并盖章后即生效。本合同及其附录组成完整的协议，并取代双方之间与本合同标的所有口头或书面协议或理解。本合同仅在双方达成一致并书面签署时方能进行修改。
- The Contract and all annexes shall come into effect after the Parties have duly signed and stamped. This Contract and its Appendices attached hereto constitute an integral agreement, which replacing,

代表 On behalf of:

买方 Buyer: 青岛优瑞商贸有限公司
Qingdao Yourui Trading Co., LTD

代表 On behalf of:

卖方 Seller: 赛默飞世尔科技(中国)有限公司
Thermo Fisher Scientific (China) Co., Ltd

姓名 Name:

职务 Title: 产品销售经理

姓名 Name:

职务 Title:

