

Purchase Contract

合 同

Contract No.:22HTI003440D

Date of Sig.:2022-12-02

Place of Sig.:NANJING, CHINA

The Buyers: JIANGSU HANTANG INTERNATIONAL TRADE GROUP CORP., LTD

买方: 江苏汉唐国际贸易集团有限公司

Address: 18F PEACE BUILDING, 22# BEIJING EAST ROAD, NANJING CHINA

地址: 南京市北京东路 22 号和平大厦 18 楼 1810 室

TEL: 025-86967918 13776699038 FAX:025-86967910

The Sellers: NETZSCH Scientific Instruments Trading (Shanghai) Ltd.

卖方: 耐驰科学仪器商贸(上海)有限公司

Address: Section A, 3th Floor, Building 1, No.456 Fute Road(N), Waigaoqiao Free Trade Zone Shanghai, China

地址: 上海市外高桥保税区富特北路 456 号 1 号楼第 3 层 A 部位

TEL: +86-21-51089255 FAX:+86-21-58663120

最终用户: 常州大学

The End-User: Changzhou University

This contract is made by and between the Buyers and the Sellers whereby the Buyers agree to buy and the Sellers agree to sell the under mentioned goods according to the terms and conditions stipulated below:

兹经买卖双方同意, 按照如下条款由买方购进卖方售出以下商品:

Description of Commodity 品名描述	Model 型号	Qty. 数量	Unit price 单价(CNY)	Amount 总额(CNY)
热重分析仪	TG209F3	1	290000.00	290000.00
TOTAL VALUE:CIP NANJING AIRPORT CNY290000.00 总价: CIP 南京机场				

2. COUNTRY OF ORIGIN 生产国别: Germany, 德国

MANUFACTURES 制造厂商: NETZSCH Geraetebau GmbH, 耐驰仪器制造有限公司

3. PACKING: IN STANDARD EXPORT PACKING

包 装: 标准出口包装

The goods shall be packed in strong wooden case(s)/cartons/other material suitable for long distance ocean/parcel post/air freight transportation and change of climate, well protected against moisture and shocks. In case of containerized transportation, all goods in containers must be packed in wooden cases/cartons/other packing allowed by the Buyers. The Sellers shall be liable for any damage of the commodity and expenses occurred on account of improper packing and for any rust attributable to inadequate or improper protective measures taken by the Sellers in regard to the packing.

卖方负责将货物包装于坚固的木箱/纸箱/其他材料内以保证货物在长途运输过程中的质量和数量的完好无缺, 并做到防潮、防震、防尘。如系集装箱运输, 所有集装箱内货物应装入木箱或纸箱或其它买方要求的包装内。由于不适当的包装而造成的货物丢失及损坏, 卖方将承担损失。由于卖方不合理的包装, 不适当的防锈保护措施而造成的货损及产生的相关费用, 将由卖方承担。

4. SHIPPING MARKS:

唛 头:

The Sellers shall mark on each package with fadeless paint the package number, gross weight, net weight, measurement and the wordings: "KEEP AWAY FROM MOISTURE ", "HANDLE WITH CARE",



"THIS SIDE UP" etc, and the shipping mark:

22HTI003440D
NANJING CHINA

卖方应在每件包装上使用不褪色的油漆刷上箱号、尺码、毛/净重、“防潮”、“此面向上”、“小心轻放”等字样及唛头:

22HTI003440D
NANJING CHINA

5. TIME OF SHIPMENT: Within 3 months after signing the contract

装运期限: 合同签订后3个月内;

6. PORT OF SHIPMENT: MAIN AIRPORT IN GERMANY

装运港口: 德国主要机场

7. PLACE OF DESTINATION: NANJING Airport

目的地: 南京机场(从南京机场至常州大学的运保费由卖方承担)

8. INSURANCE: To be covered by the Sellers For 110% of invoice value

保险: 由卖方投保

9. TERMS OF PAYMENT: 100% TT after acceptance

付款条件: 100%验收后 TT

The 100% will be Paid against the Acceptance Report stamped by the equipment department of the Changzhou University). 100%货款凭常州大学设备处签章的验收合格报告 TT 支付。

注: 外贸代理费 CNY2900.00, 办理免税清关送货等实报实销多退少补。

The Buyer does not have the liability to open the L/C and pay for the Sellers before the deposit and balance payment has been paid by the End-user.

在买方未收到最终用户相应的开证保证金及货款前, 不承担对卖方的开立信用证及付款义务。

9.1 DOCUMENTS:

单据:

- (1) Airway bill marked "Freight prepaid" and consigned to the buyer and notifying the buyer.
空运单注明"运费已付", 并通知买方
- (2) Signed commercial Invoice in 3 originals indicating contract number and shipping marks made out in details as per the relative contract.
根据合同详细内容缮制的发票三份, 注明合同号、唛头。
- (3) Packing list /Weight memo in 4 originals issued by the Beneficiary indicating the number, content, measurement, net and gross weight of each package.
由受益人签发的装箱单四份注明每件包装的号码、内容、尺码、毛重和净重。
- (4) Certificate of Quality and Quantity/Weight in 2 original issued by the Beneficiary.
由受益人签发的货物品质和数量/重量证二份。
- (5) Certificate of origin issued by the Beneficiary in 2 original.
由受益人签发的原产地证二份。
- (6) Seller's certificate certifying that they has fax shipping documents to the buyer within 2 days after shipment effected.
卖方在装船后2天内已将全套单据传真给买方。
- (7) Non-wooden packing material certificate issued by the Seller in one original and one copy or the wooden package shall labeled with "IPPC" mark
由卖方出具的非木包装证明正本、副本各一份或在木制包装上刷上"IPPC"标识。
- (8) Insurance Policy in 2 copies covering 110% of invoice value against All Risks and War risk, claims if any payable at Nanjing CHINA.
按发票金额的110%投保一切险和战争险的保险单一式两份, 如果发生索赔, 赔付地点在中国南京。

9.2 Account Information of the Seller:

付款账户:

The Seller: NETZSCH Scientific Instruments Trading (Shanghai) Ltd.

Beneficiary Bank Name : Bank of China Shanghai Waigaoqiao Free Trade Zone Sub-Branch

Beneficiary Bank Address : 1/F GAO XIANG BUILDING, NO.355 FUTE ROAD(W.1) WAIGAOQIAO FREE TRADE ZONE PU DONG, SHANGHAI

Beneficiary Account Number : 445559217871

Swift Code: BKCHCNBJ300

10. SHIPMENT:

装运:

The Sellers shall ship the goods within the shipment time from the port of shipment to the port of destination. Transshipment is allowed

卖方应在装运期内将货物从装运港运往目的港,允许转运。

11. SHIPPING ADVICE:

装运通知:

The sellers shall, within 3 days after the completion of the loading of the goods, advise by fax/express the Buyers of the Contract No., commodity, quantity, invoice value, gross weight, name of vessel/flight No. and date of sailing/flight etc. In case the Buyers fail to arrange insurance apply to customs in time due to the Sellers not having advised in time all losses shall be borne by the Sellers.

卖方应于货物装运后 3 天内用传真/邮件通知买方合同号、品名、数量、发票金额、毛重船名/航班号和开航日期等信息。如卖方未能及时通知买方而是买方未能按时保险报关所造成的损失由卖方承担

12. TECHNICAL DOCUMENTS:

技术文件:

Operation manual enclosed in package

技术文件: 随箱操作手册

13. GUARANTEE OF QUALITY:

质量保证:

The Sellers guarantee that the Commodity hereof is made of the best materials with the first class workmanship, brand new and unused, and complies in all respects with the quality and specification stipulated in this contract. The guarantee period shall be 36 months counting from the date on which the Final-acceptance is signed both by the Sellers and the end-users.

卖方保证本合同货物是采用最好的材料、一流的工艺制造的全新设备,其质量和规格完全符合本合同的规定。质保期为卖方和用户签署验收报告之日起 36 个月。

14. INSPECTION AND CLAIMS:

检验和索赔:

a. The sellers guarantee that the manufacturers shall, before delivery, make a precise and comprehensive inspection of the goods as regards their quality, specifications, performance and quantity/weight and issue Certificate certifying that the goods are in conformity with stipulations of this Contract.

卖方保证制造商在装运前对货物质量、规格、性能和数量/重量进行精密、全面的检验并出具证书证明货物符合本合同的规定。

b. Within 90 days after arrival of the goods at the port of destination, the Buyers shall apply to Jiangsu Entry-Exit Inspection Bureau of the P.R. China or its branches (hereinafter called the Inspection Bureau) for a preliminary inspection of the goods in respect of their quality, specifications and quantity/weight. If any discrepancies are found by the Inspection Bureau regarding the specifications or the quantity/weight or both, except those for which either the Insurance Company or the Shipping Company is responsible, the Buyers shall have the right either to reject the goods or to claim against the Sellers on the strength of the Inspection Certificate issued by the Inspection Bureau.

货物到达目的港后 90 天内,买方应向中国江苏省进出口商品检验局提出申请或其下属单位(以下称商检局)对货物的品质、规格、数量或重量进行初步检验,如商检局发现检验出货物的品质、规格、数量或重量有与合同规定不符之处,除保险公司或船运公司/航空公司的责任外,买方可以凭商检局或其下属处出示的商检报告向卖方提出退货或索赔。

c. Within the guarantee period stipulated in Clause 13 hereof, should the quality and /or the specifications of the goods be found not in conformity with the Contracted stipulation, or should the goods prove defective for any reasons, including latent defect or the use of unsuitable materials, the Buyers shall arrange for an inspection to be carried by the Inspection Bureau and have the right to claim against the Sellers on the strength of the Inspection Certificate issued by the Inspection Bureau.

在本合同第 13 款规定的质保期内，如发现货物的质量和/或规格与合同规定不符或证明货物已损坏，包括潜在的缺陷或因使用不当材料而引起的损失，买方将安排商检局进行再次商检并有权凭商检报告向卖方提出索赔。

d. Any and claims shall be regarded as accepted if the Sellers fails to reply within 30 days after receipt of the Buyers' claim.

如卖方在收到买方索赔通知后 30 天内不做出答复，则将视为卖方已接受该索赔。

15. SETTLEMENT OF CLAIMS:

理 赔:

In case a claim is lodged by the Buyers within the period of claim or guarantee period as stipulated Clause 13 and 14 of this Contract, the Sellers shall settle the claim upon agreement of the Buyers in the following ways:

如在货物的索赔期或本合同第 13 和 14 款规定的质保期内已发生索赔，卖方应按买方同意的下列方式理赔:

a. Agree to the rejection of the goods and refund to the Buyers the value of the goods rejected in the same currency as contracted herein and bear all direct losses and expenses in connection therewith including interest accrued, banking charges, freight, insurance premium, inspection charges, storage, stevedore charges and all other necessary expenses required for the custody and protection of the rejection goods.

同意退货并用与本合同相同的货币退还买方购货款，同时承担与此有关的直接损失和费用：包括利息、银行费用、运费、保险费、检验费、存储费、卸货费和其它为看管和保护所退货物而产生的费用。

b. Devalue the goods according to the degree of inferiority, extent of damage and amount of direct losses suffered by the Buyers and the end-users.

根据货物损坏程度和买方和用户受损金额降低货物价值。

c. Replace the defective goods with new ones which conform to the specifications, quality and performance as stipulated in this Contract and bear all expenses occurred and direct losses sustained by the Buyers and the end-users. The guarantee period of replacement goods shall also be 36 months as specified in Clause 14 of this Contract from the date on which the replacement goods arrive at the port of destination.

换用规格、品质和性能合乎本合同要求的货物并承担换货所发生的一切费用和买方与用户的直接损失，所换货物的质保期将按合同规定从替换货验收之日起 36 个月。

16. FORCE MAJEURE:

人力不可抗拒因素:

The Sellers shall not be held responsible for the delay in shipment or non-delivery of the goods due to Force Majeure, which might occur in the process of manufacturing or in the course of loading or transit. The Sellers shall advise the Buyers immediately of the occurrence mentioned above and within 14 days thereafter, the Sellers shall send by airmail to the Buyers for their acceptance a certificate of the accident issued by the Competent Government Authorities where the accident occurs as evidence thereof. Under such circumstances, the Sellers, however, are still under the obligation to take all necessary measures to hasten the delivery of the goods. In case the accident lasts for more than 10 weeks, the Buyers shall have the right to cancel this Contract by registered letter without any other formality.

卖方对由于在制造或装运或运输过程中而发生的人力不可抗拒因素所产生的迟交货或提货不着不承担任何责任。卖方必须在如上事故发生时立即电告买方并在事故发生后 14 天内航空邮寄给买方灾害发生地有关政府机关签发的证书以证明灾害的存在。但是，在此情况下卖方仍有义务采取一切措施，尽可能缩短交货时间，如人力不可抗拒因素持续 10 周以上，买方有权以书面形式撤销合同。

17. LATE DELIVERY AND PENALTY:

迟交货和罚款:

Should the Sellers fail to make delivery on time as stipulated in this Contract, with exception of Force Majeure causes specified in Clause 16 of this Contract, the Buyers shall agree to postpone the delivery on condition that the Sellers agree to pay a penalty which shall be deducted by the paying bank from the payment. The penalty, however, shall not exceed 5% of the total value of the goods involved in the late delivery. The rate of penalty is charged at 0.5% for every seven days, odd days less than seven days should be counted as 7 days. In case the Sellers fail to make delivery 10 weeks later than the time of shipment stipulated in this Contract, the Buyers shall have the right to cancel this contract and the Sellers, in spite of the cancellation, shall still pay the aforesaid penalty to the Buyers without delay.

除本合同第 16 条款规定的人力不可抗拒因素外，如卖方不能在合同规定的时间交货，买方将在卖方同意支付罚款的条件下同意延迟交货，该罚款将由付款行从议付款中扣除。罚金总额不超过迟交货总额的 5%，罚款比率按每 7 天 0.5% 计算，不足 7 天的仍按 7 天计算。如卖方延迟交货超过合同规定时间 10 周，则买方

有权撤消合同，同时卖方仍必需支付罚金。

18. ARBITRATION:

仲裁:

All disputes in connection with this Contract or the execution thereof shall be settled friendly through negotiations. In case no settlement can be reached, the case may then be submitted for arbitration to Jiangsu Arbitration Center of China International Economic and Trade Arbitration Committee in accordance with the Provisional Rules of Procedures Promulgated by the said Arbitration Committee. The arbitration shall take place in Nanjing China and the decision of the Arbitration Committee shall be final and binding upon both parties; neither party shall seek recourse to a law court or other authorities to appeal for revision of the decision. Arbitration fee shall be borne by the losing party.

一切与本合同有关的因执行本合同所发生的或争议，双方应通过友好协商解决。如协商不能解决时，应将争议提交给中国国际经济贸易仲裁委员会江苏仲裁中心，并按照该仲裁委员会的惯例、程序、规则进行仲裁，仲裁地点在中国南京；仲裁委员会的裁决为终局裁决并对双方有约束力，任何一方不得上诉法院或其它机构要求对仲裁裁决进行修改。仲裁费用由败诉方承担。

19. SUPPLEMENTARY CONDITIONS:

补充条款:

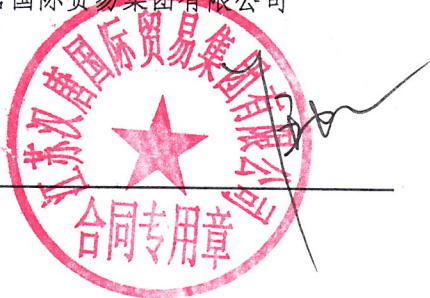
In Witness thereof, this contract is signed by both parties in two originals; the buyer holds one copies, the seller holds one copy.

本合同正本一式叁份，由买卖双方签字并由买方贰份，卖方一份。

The sellers shall guarantee that the goods are applied at the port of destination. Otherwise, the buyers only offer the inspection charges and the fee of applying to customs, the sellers bear all other expenses(including freight、insurance premium、storage、the penalty of delaying to apply, Etc).

卖方应保证货物在目的港清关。否则，买方只负担商检费和报关费，其它一切费用由卖方承担（包括运费、保险费、仓储费、滞报金等）。

The Buyers:
**JIANGSU HANTANG INTERNATIONAL
TRADE GROUP CORP., LTD**
江苏汉唐国际贸易集团有限公司



The seller:
**NETZSCH Scientific Instruments Trading
(Shanghai) Ltd.**
耐驰科学仪器商贸(上海)有限公司



THE ATTACHMENT TO CONTRACT 22HTI003440D

热重分析仪 TG209F3 配置清单

序号	货号	内容	数量
一	Basic Unit 基本单元		
1	TGA200F3B00.000-00	gas-tight Thermo Micro Balance system, microprocessor-controlled, with integrated calibration weight, with air-cooled heater • temperature range: RT ... 1000°C • heating rates: 0.001 ... 200 K/min 气密性的热天平系统,由微处理器控制,带集成的标定重量,空气冷却的发热体,气流控制接口(需要固定的瓶压). ▪ 温度范围: RT ... 1000°C ▪ 加热速率: 0 ... 200K/min	1
2	(TGA200F3B00.000-00)	3 magnetic valves (two for purge gas inlet to the sample and one for protective gas for the measuring cell), control valves and frits are not applied if equipped with MFC 3个电磁阀(2个用于样品气氛,1个用于测量单元的保护气). 如果配备质量流量计,则其中已包含电磁阀	1
3	(TGA200F3B00.000-00)	Proteus software including SmartMode and ExpertMode user interfaces as well as software extension c-DTA. The SmartMode user interface offers maximum user friendliness for routine applications and supports touch displays and tablets. The ExpertMode allows many settings and a detailed evaluation and includes a detailed help documentation. Software extension c-DTA for temperature calibration and determination of caloric effects included (for temperature calibration the calibration kit 6.221.5-91.1.00 or other calibration materials are required) Detailed information: see technical data sheet TGA-Proteus-Software 7.x. (Hardware requirements: current PC with MS Windows, printer according to technical data sheet) - Proteus 软件,包括 SmartMode 和 ExpertMode 操作界面,以及 c-DTA 功能. - SmartMode (智能模式) 提供简便易用的操作界面,适合于日常例行测试,支持触摸屏和平板电脑; - ExpertMode (专家模式) 则提供全面的控制和数据分析选项. - c-DTA 用于温度校正(需要配备温度标样),也可以测量样品热量信号 - 操作系统: Windows 详情参见 Proteus 软件明细	1
4	(TGA200F3B00.000-00)	Gas flow adjustment via installed frits (constant bottle pressure necessary) 可通过陶瓷接口调节气流(必须有恒定的瓶压).如配备质量流量计则不包含此接口	1
5	(TGA200F3B00.000-00)	Integrated TA system controller for data acquisition, temperature control, gas control 集成热分析系统控制器,用于数据采集,温度控制,气流控制	1
二	附件		
6	6.220.10-62.0.00	Pluggable TG-sample carrier from alumina with thermocouple type P, sample support from alumina, for crucibles up to an outer diameter of 7 mm, including	1

		<p>radiation shield and six crucibles from alumina with an outer diameter of 6.8 mm (85 µl)</p> <p>标准样品支架, 可插拔, P型温度传感器, Al₂O₃样品盘架, 包括辐射屏蔽. 可容纳坩埚最大外径7mm. 包含6只氧化铝坩埚, 外径6.8 mm, 85 µl</p>	
7	6.240.21-41.0.00	<p>MFC gas control block for installation into TG 209 F3, with 3 inputs and 2 outputs, for non-corrosive and non-explosive gases/gas mixtures, flow rate (0) ...5 ... to 250 ml/min with a resolution of 1 ml/min with N₂, for software-programmed control and registration of the gas flows</p> <p>pre-condition: as of Proteus software version 5.1.0</p> <p>If the instrument is equipped with MFC the purge gas device 6.240.20-04.0 is not additionally necessary.</p> <p>用于TG 209 F3的内置质量流量计, 3路气体输入, 2路气体输出. 适用于非腐蚀性, 非爆炸性气体, 也可通入混合气体. 可通过软件控制和记录气流.</p> <p>适用于 Proteus 5.1.0</p>	1
8	6.221.5-91.1.00	<p>samples for c-DTA® calibration (temperature)</p> <p>temperature range RT ... 1000°C, consisting of 6 samples, 400 mg each, with manufacturer certificate and detailed calibration instructions, for use in Al₂O₃ crucibles</p> <p>c-DTA标样(温度校正)</p> <p>温度范围 RT... 1000C,由六个样品组成,每个400mg,带制造者证书和详细的标定说明, 用于Al₂O₃坩埚</p>	1

THE ATTACHMENT TO CONTRACT 22HTI003440D
(国内赠送)

一	Basic Unit 基本单元		
1	HTP40000A90.230	refrigerated bath circulator, cooling capacity 200 W (at 20°C), heating capacity 2000 W, multifunction display, with 10 m tubing and connection parts, power supply 230 V / 50/60 Hz 制冷装置. 制冷功率200W(20°C). 加热功率2000W,多功能数字温度显示. 包含10m连接水管以及连接附件. 电源供应230V/ 50/60Hz	1
2	18.08.002	sample pan from Al ₂ O ₃ , 0.085 ml 氧化铝坩锅	100

(Singapore) Ltd

有限公司