



A Magnetica Company
 10161 Harwin Dr., Suite 150
 Houston, TX 77036
 Tel: +1 (713) 667-8747 Fax: +1(713) 667-3180
 info@tecmag.com

Proforma Invoice

Prepared for: Prof. Rui Zhou
 Institute of Physics
 Chinese Academy of Sciences
 Beijing 100190, P.R. China

No.: 210824.10E
 Date: August 24th, 2021
 Page: 1 of 3

Quotation valid for: 60 days		Warranty: 1year (parts and labor)	Terms: See below	CIP Nearest Int. Airport	Shipped via: Best Way
Item	Qty	Description			w/ 20% discount for L/C
1	1 set	Redstone – single resonance NMR console including: <ul style="list-style-type: none"> • One 0.5 MHz to 500 MHz Transmitter with 10 ns 0.0055° phase shifts, 40 ns 96-dB amplitude control, 64-million-point waveform memory, 20 ns phase-continuous frequency switching, 0.19 Hz frequency resolution and nominal 1 V output. • Extended F1 transmitter limit to 500 kHz • High stability oven oscillator with 5 x 10⁻¹⁰/day stability. • Double-shielded RF Cable Kit for Single Resonance • One Digital Receiver with 14-bit 50 MHz ADC (oversampling provides an effective dynamic range of up to 24-bits) digitizing directly at the intermediate frequency, >80 dB of gain exclusive of preamplifier, 77 dB of user controllable gain, digital filtering, receiver bandwidth of 12.5 MHz (80 ns per complex point), and fast < 1 μs receiver recovery time. • One (1) low-noise 1 to 500 MHz preamplifier with <2 dB nominal Noise Figure, >30 dB gain, fast recovery time, and power cord. • One Signal Averager with 1GByte of memory (512 x 512 x 512). • 10 ns DSP Pulse Programmer, 10 ns minimum pulse width, 3,072 sequence events, external trigger, 4-bit conditional branching and 8 user assignable control lines. • System Integration including 27U 19" equipment cabinet with AC power distribution, RF cable interface panel, and internal double-shielded RF cables • Fast (480 Mbits/s) USB 2.0 interface to pulse programmer and signal averager. • Spectroscopy acquisition and data processing software: TNMR software site license for use with Windows10 Pro 64-bit computers. • Dell PC with Win10Pro, i5 Intel processor, 8GB+ Ram, 1TB HDD/SSD drive, and 24" LCD monitor for USD2,450. TNMR pre-installed, configured, and tested at Tecmag. •NMRscripts for automation. 			USD74,050.00

Warranty: Tecmag warrants that its products will conform to the specifications quoted when used in conjunction with properly performing instrumentation, for a period of one year from the date shipped. Products requiring service may be shipped, freight prepaid, to Tecmag for repair, and will be returned, freight prepaid, by Tecmag. Tecmag assumes no responsibility for repair or modifications of support instrumentation not provided by Tecmag.

Signed by: Scott A. Riley, Ph.D.
 Sales & Marketing Manager



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Item	Qty	Description			w/ 20% discount for L/C
2	2 set	RF Power Amplifiers including: • One 0.5 to 150 MHz linear class AB 250W Amplifier, Tomco BT00250-AlphaSA • One 100 to 600 MHz linear class AB 250W Amplifier, Tomco BT00250-Delta <i>All mounted in cabinet for shipping; two powered by AC; two to be removed by customer</i>			USD53,200.00
3	1 set	Duplexer Plug-ins for 8 to 360 MHz including: • Fifteen (15) coaxial quarter-wavelength duplexer plug-ins			USD1,800.00
4	1 set	Set of Duplexers for 8 to 500 MHz including: • One (1) Transcoupler with > 2 kW power handling capabilities, low insertion loss, broadband-T for external duplexer plug-ins from 8 to 360 MHz (requires Line #3) • Two (2) Transcouplers with > 2 kW power handling capabilities, low insertion loss, broadband-T internally tuned for 360 to 600 MHz.			USD3,000.00
5	1 set	RF Cable Set including • Ten (10) 20-inch (~0.5m) RG214 BNC coaxial cables • Ten (10) 40-inch (~1.0m) RG214 BNC coaxial cables • Ten (10) 120-inch (~3.0m) RG214 BNC coaxial cables			USD4,350.00
6	1 ea	Freight, insurance, and crate charge to nearest international airport <i>Any import duties or taxes are the responsibility of the University</i>			USD2,750.00

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Signed by: Scott A. Riley, Ph.D.
 Sales & Marketing Manager



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 Page: 3 of 3

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Item	Qty	Description			w/ 20% discount for L/C
		<p>Payment Terms: L/C or Advance Payment via bank transfer. For the L/C, all the charges are for the applicant. The quoted prices already include a 20% discount for L/C or advance payment. For an L/C, all the charges are for the Applicant.</p> <p>50% deposit required with order (T/T), 45% payable on sight against shipping documents 5% payable on sight 30 days after shipping documents</p> <p>Bank Information: HSBC Bank USA N.A. Account Number: 104002093 SWIFT Code: MRMDUS33 452 5th Ave, New York, New York 10018 Tel: +1 212 525-4955</p> <p>Delivery: 5 months after signing of contract</p>			<p style="text-align: right;">Total USD139,150.00</p>

Warranty: Tecmag warrants that its products will conform to the specifications quoted when used in conjunction with properly performing instrumentation, for a period of one year from the date shipped. Products requiring service may be shipped, freight prepaid, to Tecmag for repair, and will be returned, freight prepaid, by Tecmag. Tecmag assumes no responsibility for repair or modifications of support instrumentation not provided by Tecmag.

Signed by: Scott A. Riley, Ph.D.
 Sales & Marketing Manager



Quantum Design 中国
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 邮编 100027
 电话 : 010-85120280

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 邮编 200041
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 电话 : 020- 8920 2739

美国 Anasazi 公司 EFT 核磁共振波谱仪报价单

致：中国科学院物理研究所

No	Product (产品)	Description (描述)	Distributor price (US)
1	1~500MHz EFT NMR Spectrometer 基系统	The EFT NMR spectrometer for 1H observation at 1~500MHz includes: • EFT Spectrometer and dual channel Rf Pre/Power amplifier • 1~500MHz Anasazi Instruments magnet, probe, spinners (2) and shims • NMR software for data acquisition and processing (PNMR and NUTS) EFT核磁基系统配置包括: 1. EFT系列波谱仪, 双通道前置与功率放大器 2. 1~500MHz Anasazi公司磁体, 探测器, 转子及匀场线圈 3. NMR软件系统: 核磁数据采集与处理软件(PNMR, NUTS)	
2	Carbon-13 选件1 (碳谱选件)	Uses a 5mm dual channel 1H/13C probe, 1H broadband decoupler. The 13C software upgrade allows for computer controlled nucleus switching. Standard experiments include 1D, HETCOR, DEPT, QUEUE. 5mm 双通道探头, 1H用于去耦, 13C用于核子切换。 标准试验包括1D碳谱, HETCOR, DEPT, QUEUE等谱	
3	Aii Quiet Dry Air Source	Includes diaphragm air pump, moisture condenser and pressure regulator in a sound insulated case. 0000	
4	Total Price		\$167,000
Order Terms (条款)			
产 品:	核磁共振波谱仪		
制 造 商:	Anasazi EFT NMR		
经 销 商:	Quantum Design 中国子公司		
付款形式:	(T/T)签订合同后支付合同金额的 30%, (LC)运货之前 60%, (LC)验收完成 10%		



交货期:	收到首付款后5个月内。
保质期:	完成安装调试以后12个月以内。



Authorized signature: 苏永康

Quantum Design (China)

北京市朝阳区酒仙桥路10号恒通商务园B22座501室 100015

电话: 010-85120278

周音

报价
号码 22139163
日期 25.08.2021



买方
 Institute of Physics Chinese Academy of Sciences
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 100190 BEIJING-HIADIAN
 CHINA

信息

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参考号 / 日期	AV4400C-IPCAS/25.08.2021	电话	+86 13370119975
有效期	25.11.2021	电子邮件	Hao.Zang@bruker.com
发货时间	4-6 Month ARO	最终用户	Institute of Physics Chinese Academ Sciences
外贸条款	CIP Beijing Airport		
付款条件			

项目	物料描述	数量	单价 USD	价格 USD
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	AVANCE NEO 400 MHz Digital NMR Spectrometer Console			
	AVANCE NEO 400 MHz 全数字化超导核磁共振谱仪主机			
30	AV4400C NMR CONSOLE AVANCE NEO 400 MHz The AVANCE NEO system console electronics is housed within a stainless steel one bay or double bay cabinet for 19-inch format units providing RF shielding with highest immunity against DVB-T, ATSC, ISDB-T, etc. The cabinet offers enough space to accommodate various units like Bruker RF amplifiers etc. The system console incorporates a state-of-the-art Ethernet ROUTER providing up to 14 TCP/IP based Ethernet ports for internal and external spectrometer devices such as sample changers, CryoProbe platforms, magnet control and monitoring equipment, Solid State NMR accessories, etc. It is equipped with a Bruker Power Distribution Unit (PDU) to enable software controlled console power-up and power-down via TopSpin. A dedicated system control unit (SCU) containing an embedded processing CPU with 1TB hard disk drive allows versatile and flexible spectrometer	1		



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 美国银行有限公司香港分行
 香港皇后大道中51号九龍貿易中心280204



项目	物料描述	数量	单价 USD	价格 USD
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control. It controls the overall timing of system for all RF channels, gradient channels, real time pulses, triggers, etc. Each RF channel provides a fully broad banded transmit and a fully broad banded receive channel (transceiver TRX1200).

- Bruker system characteristics (AQS):**
- 80 MHz system clock, 12.5ns timing resolution
 - Synchronicity on all channels within 12.5ns
 - Gradient control for all Bruker gradient amplifiers
 - Up to 8 RF channels
 - Up to 4 trigger inputs with 12.5ns resolution
 - Up to 4 real time output controls with 12.5ns resolution

- Bruker Smart Magnet System (BSMS) supports:**
- Ultra-stable, ultra-low noise B0 current source (ELCB)
 - 2G Digital NMR Lock for 2H and/or 19F nuclei (L-TRX)
 - Bruker Shim current sources (SCB20)
 - Bruker SmartVT control for up to 4 independent VT channels
 - Bruker SmartCoolers (e.g. BCU-I)
 - Bruker Low Temperature accessories (e.g. LN2 Exchanger)
 - Bruker High Temperature equipment (e.g. BVTE3900)
 - Bruker High Resolution gradient amplifiers (e.g. GAB/2)
 - Bruker RT Shim Systems and BST Upperparts

- Bruker preamplifier system (HPPR) supports:**
- Up to 8 RF preamplifiers
 - Fully Multi-receive, no extra wiring/components
 - Touch screen based human machine interface
 - Accurate tuning and matching with factory calibrated preamplifiers
 - Fully integrated automatic tuning and matching with ATM probes
 - Probe identification (PICS) interface

MAS rotor synchronization pre-configured
 # - AH0095 required for further trigger and real-time control options

40	AH1015 VT Control Unit (BSVT) BSVT灵巧稳定智能气流控制单元	1	PC	
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The Bruker SmartVT (BSVT) is a highly integrated gas flow system to control NMR sample lift (inject/eject) and VT temperatures within the probe.

- Features:**
- Digital temperature sensor resolution better than 5 mK
 - Excellent temperature stability of about 10 mK/K (*)

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 银行名称:
 银行地址:

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 6955 8965 7022
 BOFAHRIK
 交通银行股份有限公司香港分行
 香港湾仔皇后大道东181号九龍交易中心29楼2902室





项目	物料描述	数量	单价 USD	价格 USD
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Features:

- RF power: Min. 500/100W RF peak power (max. 50/20W CW)
- High/Low power RF mode switchable by software
- Pulse program controlled blanking

70	BH3420	1	PC	
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RF Amplifier BLABB500

The BLABB500 is a linear single channel high RF power amplifier for X-nuclei observe and decoupling. It provides two identical RF outputs connecting to different preamplifiers when appropriate (no manual re-wiring).

It has a built-in ethernet interfaced, computer controlled RF amplifier safety with forward/reflected RF power monitoring and diagnostics.

Frequency range of BLABB500 model is:

Model	BB-Channel
200-600	15-600MHz

Features:

- RF power: Min. 500W RF peak power (max. 50W CW)
- Pulse program controlled blanking

Note:

- # - for NMR instruments up to 1.2 GHz
- # - covers all X-nuclei within the frequency range

80	BH0264	1	PC	
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HPPR HPLNA 1H Preamplifier

1H前置放大器 HPLAN1H

The HPLNA 1H is a highly linear, low noise, GaAs FET transistor technology based preamplifier for 1H and 19F observe, 1H and 19F decoupling and 19F lock operation.

Features:

- Ultralow ~1.0dB system noise figure
- Max. 4kW peak power RF capability
- Active transmit/receive switch
- Built-in RF power detector
- Factory calibrated for accurate tuning and matching

90	BH0267	1	PC	
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HPPR HPLNA XBB31P 2H PASS Preamplifier

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 银行地址:

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 8055 8065 7022
 B0FAMKHX
 交通银行有限公司香港分行
 香港湾仔皇后大道东181号九层1812-1813室





项目	物料描述	数量	单价 USD	价格 USD
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The HPLNA XBB31P 2HP is a highly linear, low noise, GaAs FET transistor technology based preamplifier for observe and decoupling of nuclei from 57Fe up to 31P with built-in 1H Stop RF filter.

Features:

- Ultralow ~1dB system noise figure
- Max. 4kW peak power RF capability
- Active transmit/receive switch
- Built-in RF power detector
- Factory calibrated for accurate tuning and matching

Designed for broad banded Solid State NMR probes
 # >= 700 MHz: Also for broad banded High Resolution NMR probes

100	PCWIN NMR Workstation (WINDOWS) NMR 工作站	1	PC	
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Configured NMR Workstation for AVANCE NEO NMR spectrometer series.

Features (*):

- Intel Xeon E5-1620v4 (up to 3.8 GHz), Quad Core
- 16GB DDR4-2133 (2x8 GB) RAM
- NVIDIA Quadro K620 2 GB GFX graphics card
- 2TB 7200 RPM SATA HDD
- Integrated Intel I-218 Gbit LAN (SPECT)
- Intel Ethernet I210-T1 PCIe NIC (NET)
- 9.5 mm Slim SuperMulti DVDRW 1st ODD
- USB US-Keybaord and USB mouse
- Preinstalled Windows 10 (64 Bit) and TopSpin 4.x (w/o license)

(*) Configuration can change without prior notice

110	AP2521 NMR WS MONITOR 24" LCD 24寸TFT显示器	1	PC	
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24" TFT Monitor for NMR Workstations.

120	SHTS000-04 TopSpin 4.x Basic license TopSpin4 NMR Software - Acquisition and Processing License.	1	PC	
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布鲁克科学仪器香港有限公司



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This software offers the full operating capability for spectrometer control, data acquisition (arbitrary dimensions) and processing (1D, 2D, 3D, 4D / nD) . capability for NMR data for WINDOWS, LINUX or MAC.

Features:

- NMR acquisition in arbitrary dmsions, with guided acquisition setup
- NMRGuide for training of users in use of 1D and 2D, 132 experiments with NMR literature library
- IconNMR automation interface
- NMR data processing (1D, 2D, 3D, 4D and 5D)
- Processing of Non Uniformly Sampled (NUS) data for 2D spectra (basic version)
- Integration and deconvolution of NMR spectra
- NMRSIM and DAISY for experiment simulation and 1D and 2D spectra prediction
- Relaxation analysis (T1/T2), solid state lineshape analysis
- TopSpin integrated structure editor

License key only (software available for download from our webserver)

净值

USD

177.000,00



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	Terms 条款:		
	Delivery time 交货时间: after receipt of L/C, or as specified on page 1. 收到信用证后, 或如第一页所示。		
	Delivery 运输: subject to our "General Terms of Delivery". 参照我们的"通用运输条款"。		
	Mode of transport 运输方式: unless stated otherwise, the normal mode of transport is by air freight. 除非另外说明, 通常的运输方式为空运。		

Payment 付款

by irrevocable and confirmed Letter of Credit (L/C). 使用不可撤销和确认的信用证

Beneficiary: Bruker Scientific Instruments Hong Kong Co., Lt d.

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

payable against original airwaybill issued to your bank. 凭开给贵方银行的原始空运单支付。

All L/C charges in China are borne by the customer. 所有在中国产生的信用证费用由客户负责。

L/C to be opened with our bank 信用证开给我们的银行:

Please do not mention any freight forwarder in the L/C! 请勿在信用中提及运货人!

Installation 安装:

included, by our specialists. Unless specified in the quotation, all expenses for utilities such as electricity, water, gas, liquid gases during installation will be borne by the customer.

包括, 有我们的专家负责。除非在报价中指明, 所有费用诸如电、水、气、液态气体在安装中均由客户负责。

Training 培训:

Basic operator training will be provided by the engineer during the time of installation. Participation in a Bruker operator and / or maintenance course in Europe can be arranged at extra cost.

基本操作员培训将由我们的工程师在安装过程中提供。参加我们在欧洲的操作和/或维护课程需额外收费。

Acceptance and Warranty 验收和保修:

Acceptance report forms provided by factory are to be signed by Bruker engineer and the end-user on the date that the system installation has been completed which means that all ordered parts have been delivered and installed and the instrument

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账号:
银行代码:
银行名称:
银行地址:

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香港湾仔皇后大道东51城九层交易中心2020室



11 121 35-88-08 10011



项目	物料描述	数量	价格 USD
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performance has reached or exceeded the factory specifications. If for any reason that the signature from the end-user cannot be obtained in time, the warranty will still start from the date when the acceptance report is signed by Bruker engineer. 工厂提供的验收报告表格应由布鲁克工程师和最终用户在安装完成之日签署。安装完成是指所有订购的零件均以到达并安装且仪器的性能达到或超过出场标准。如果由于任何原因最终用户的签字不能及时得到，保修仍从布鲁克工程师签署验收报告之日起开始。

The warranty period is 12 months and commences with the transfer of risk according to the applicable INCOTERMS. As applicable, in the event Buyer is not prepared to take title within the estimated delivery time frame outlined on Bruker's Quotation and/or Order Confirmation for whatever reason(s), Buyer must notify Seller as promptly as possible so that arrangements may be made for storage of the equipment until delivery maybe made. Seller can offer Buyer assistance in locating a storage facility, and in the event the equipment is placed into storage, Buyer acknowledges and agrees that they: a) shall take title upon delivery of the equipment to the storage facility; b) are responsible for all cost(s) associated with such storage, including, but not limited to helium costs and risk of loss or damage; c) are responsible for the additional transportation and rigging costs associated with Seller's relocation of the equipment from the storage facility to Buyer's site; and d) are responsible for the risk of loss or damage of the equipment during the transit period from the storage facility to Buyer's site. Buyer consents that the equipment purchased hereunder shall be placed into storage if Bruker informs Buyer that the production status does not allow a rescheduling of the delivery date and an assignment of the equipment for production and/or delivery to an alternative Buyer is not possible. Excluded are non-Bruker-made accessories, glassware, and parts subject to wear and tear. Probe problems caused by broken glass sample tubes or solid sample rotors are not covered under warranty. Warranty is void if recommended maintenance is not done at the required interval. Problems in the magnet due to non-irregular filling of liquid nitrogen/liquid helium are not covered under warranty.

按以上定义，对材料和做工的缺陷的保修从安装之日起12个月自根据所适用的国际贸易术语 (INCOTERMS) 解释通则确定的风险转移之日起开始计算。如果出于任何原因，买方在布鲁克报价单/订单确认书中列明的预估交货时间不能接收货物，那么买方必须尽快通知卖方，以便卖方将货物进行存储，直至可以交货。卖方可以协助买方寻找一个存储地点，如果货物被存储至仓库，。买方承认并同意：a) 在货物被存储至仓库时取得所有权； b) 承担与存储相关的所有费用，包括但不限于氦气费用、损失或损害； c) 承担卖方将货物从仓库运送至买方工厂所产生的额外运费和索具费用；和d) 承担在货物自仓库运送至买方工厂的过程中发生的丢失或损坏的风险。如果卖方/布鲁克通知买方由于生产情况不允许重新安排交货日期，并且无法将生产和/或交付的货物转让给其他买方，则买方应同意存储根据本协议采购的货物。非布鲁克制造的部件、玻璃部件，和属于正常磨损的部件不在保修范围内。由破损玻璃样品管或固体样品转子造成的探头问题不在保修范围内。如果没有按布鲁克公司建议做仪器定期维护，保修将失效。由于遗忘/或非正常添加液氮液氦而造成的磁体问题也不在保修范围内。

For the purpose of invoicing and payment, and the commencement of warranty, performance milestone acceptance and/or final acceptance of the products will occur: 出于开发票和付款、以及保修开始的目的，(若以下情况出现，) 该产品性能的阶段验收或最终验收将发生：

布鲁克 (北京) 科技有限公司
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 账号:
 银行名称:
 支行地址:

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 6055 8065 7022
 BHFHKBX
 美国银行有限公司香港分行
 香港湾仔区皇后大道东200号





项目	物料描述	数量	价格 USD
	<ul style="list-style-type: none"> upon successful completion of the acceptance tests or if customer hasnot rejected the products in writing, within thirty (30) days ofBruker's notification that the acceptance testing is complete. 一旦验收实验成功完成、或者在接到布鲁克验收实验完成通知的30天内没有书面拒绝该产品。 if installation or acceptance is delayed by the customer or one ofhis other suppliers or business partners, more than ninety (90) daysafter delivery. The customer shall be deemed to have accepted theequipment on the ninety-first (91st) day after delivery. 如果由于用户方、或用户方的供货商、或其业务伙伴的原因导致安装或验收延迟至交货后的90天以后, 从交货后的第91天起将自动认为用户方已经验收该设备。 if the customer places the system/products into production use oruses it for any purpose other than acceptance testing. 如果用户方将该设备/产品在生产中使用、或用于除验收实验以外的其它目的。 The customer will not withhold acceptance unreasonably. Acceptance willnot be delayed for any minor non-conformance with requirements or forissues not addressed in the acceptance and testing plan. Bruker is notrelieved of its responsibilities to perform the agreed uponinstallations and acceptance testing following deemed acceptance." 用户方将不再无原因的延迟验收。验收将不因任何微小的与要求不一致、或没有在验收和测试计划中提及的问题而被延迟。布鲁克并没有因“自动验收” (deemed acceptance) 而不承担进行认可的安装和验收实验的责任。 		

Special Term 特别条款

General. [Buyer] understands, acknowledges, and agrees that the export, re-export, in-country transfer, delivery, and the provision of any instrument, computer, hardware, component, part, spare part, consumable, accessory, other product, software, software update, technical data, service, or technical assistance provided, or to be provided, by [Bruker] (individually, an "Item" and, collectively, "Items") is subject to applicable U.S., EU, German, and other export, import, customs, anti-boycott, and economic sanctions laws; regulations; rules; directives; and orders (individually, a "Trade Control Law," and collectively, "Trade Control Laws"). The parties agree to comply with the Trade Control Laws. [Buyer] understands, acknowledges, and agrees that (i) compliance with the Trade Control Laws that apply to it is of most importance to [Bruker], and (ii) [Bruker]'s obligations hereunder are specifically contingent on compliance with the applicable Trade Control Laws. [Buyer] understands, acknowledges, and agrees that suppliers of Items, including hardware manufacturers and software providers, impose restrictions on [Bruker] regarding the transfer of Items supplied, or to be supplied, by them to others that may go beyond the scope and restrictions of the applicable Trade Control Laws, and that [Bruker] is contractually bound to adhere to such additional restrictions ("Trade Control Restrictions"). [Buyer] shall not export, re-export, otherwise transfer, provide, or use any Item, or any product incorporating an Item, directly or through others, in contravention of any Trade Control Law or any end-user certificate provided to [Bruker], including (a) to a destination subject to a U.S., EU, OSCE, or UN embargo where that act would be in breach of any applicable term of such embargo, including, but not limited to, Crimea (including Sevastopol), Cuba, Iran, North Korea, Sudan, and Syria (an "Embargoed

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名称:
账号:
银行标识码:
银行名称:
银行地址:

布鲁克科学仪器香港有限公司
6055 8055 7022
BOP#BRHX
美国银行有限公司香港分行
香港德辅道中51楼九龍貿易中心2座20樓



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项目	物料描述	数量	价格 USD
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Destination") or to a government affiliate of any Embargoed Destination, wherever located, (b) to anyone listed on (or owned or controlled, collectively or individually, directly or indirectly, by one or more persons on) any U.S. or EU sanctions or restricted parties list, including, but not limited to, the Entity List, or to anyone located in any Embargoed Destination (each, a "Restricted Party"), or (c) for any end use related to the research on, development, production, testing, provision, delivery, or use of chemical, biological, or nuclear weapons, unmanned air vehicles, or missiles, or for any nuclear explosive activity, unsafeguarded nuclear activity, or nuclear fuel cycle activity, or for any other prohibited end use. [Buyer] hereby certifies that it is not a Restricted Party and that it will only use the Items for non-military, peaceful purposes.

Trade Control Impediments. [Bruker] may determine, in its sole discretion, to apply for a license for the export, re-export, in-country transfer, or provision of an Item, but neither [Bruker]'s determination not to apply for a license, any delay in obtaining a license, nor the denial of a license by the applicable export control authority shall subject [Bruker] to any liability whatsoever or be construed as a failure or breach by [Bruker] of any legal, contractual, or other obligation to [Buyer]. [Buyer] understands, acknowledges, and agrees that (i) if [Bruker] has not received all export-related documentation requested by [Bruker], including end-user certificates, and/or the governmental approvals that [Bruker], in its sole discretion, deems to be required, or (ii) if [Bruker] determines, in its sole discretion, that the export, re-export, in-country transfer, delivery, or the provision of an Item to [Buyer] or its designees could potentially violate any applicable Trade Control Law or a Trade Control Restriction (each, a "Trade Control Impediment"), then in each case (i) and (ii) above, notwithstanding any provision in this Agreement or in related sales or service documentation to the contrary, [Bruker] shall have the right, in its sole discretion, in addition to any other remedy it may have, to delay, suspend, cancel, and/or fully refrain from the export, re-export, transfer, delivery, provision, installation, maintenance, repair, and/or replacement of the respective Item(s) to [Buyer] without any liability whatsoever to [Bruker] and its affiliates.

Express Waiver of Rights. [Buyer] agrees that no determination, action, or omission by [Bruker] described above shall be construed by [Buyer], a court, or otherwise as a failure or breach by [Bruker] of any statutory, contractual, or other obligation to [Buyer]. To the fullest extent permitted by applicable law, [Buyer] hereby disclaims and [Buyer] hereby unconditionally waives and releases any and all actual or potential rights [Buyer] might have against [Bruker] or any person directly or indirectly controlling [Bruker] regarding any form of warranty, express or implied, of any kind or type, in the event of, or arising from, any Trade Control Impediment or any related determination, action, or omission of [Bruker] described above. [Buyer] shall indemnify, defend, and hold harmless [Bruker] against any and all liability, losses, costs, claims, damages, and expenses, including attorneys' fees and expenses, arising or resulting from [Buyer]'s violation or alleged violation of this section or of any Trade Control Law. If Items are resold or transferred in violation of any Trade Control Law or the provisions of this Agreement, [Bruker] shall not be obligated to provide any service or anything else for such Items.

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 型号:
 数量/单位:
 单位名称:
 公司地址:

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 BOE-MHX
 美国银行有限公司香港分行
 香港德辅道中111号51楼九龍寶通中心2020室





项目	物料描述	数量	价格 USD
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出口限制 (Export Control):

一般条款。[买方]了解, 承认并同意由[布鲁克]提供或将要由[布鲁克]提供的任何仪器、计算机、硬件、组件, 零件, 备件、消耗品, 附件、其他产品、软件、软件更新、技术数据、服务和技术支持(统称为“产品”)的出口, 再出口, 国内转让, 交付, 须遵守美国, 欧盟, 德国以及其他出口, 进口, 海关, 反抵制和经济制裁法律, 法规, 条例, 官方指令和命令(统称为“贸易管制法律”)。双方同意遵守贸易管制法律。[买方]了解, 承认并同意(1) 遵守贸易管制法律对[布鲁克]极为重要, (2) [布鲁克]在本协议项下的义务取决于须遵守的贸易管制法律。[买方]了解, 承认并同意, 物品供应商(包括硬件制造商和软件提供商)对[布鲁克]所提供或将要提供的产品运输上施加的限制, 可能超出贸易管制法律的范围和限制, 但布鲁克在合同上有义务遵守此类附加限制(“贸易管制限制”)。[买方]不得违反任何贸易管制法律或提供给布鲁克的最终用户证明, 直接或通过其他方式出口或再出口任何产品, 或以其他方式转让、提供或使用任何产品或包含该物料的产品, 包括(1) 运至受美国, 欧盟, 欧洲安全与合作组织或联合国禁运限制的目的地, 包括但不限于克里米亚(包括塞瓦斯托波尔), 古巴, 伊朗, 北朝鲜, 苏丹和叙利亚(“禁运目的地”)或任何禁运目的地的政府分支机构(无论位于何处), (2) 任何列在美国或欧盟的受制裁或受限制名单上(或拥有或控制, 或集体或个人, 或直接或间接)的任何人士, 包括但不限于实体名单, 或位于任何禁运目的地的任何人(“受限制方”), 或(3) 与生化武器、核武器、无人机或导弹的研究、开发、生产、测试、提供、交付或使用有关的任何最终用途, 或与核爆炸活动、未受保障的核活动或核燃料循环活动有关的任何最终用途, 或将产品用于任何其他被禁止的最终用途。[买方]特此证明其并非受限制方, 且仅将产品用于非军事用途。

贸易管制阻碍。[布鲁克]可自行决定为产品的提供, 出口, 再出口, 国内转让申请许可证, 但[布鲁克]决定不申请许可证, 或延迟获取许可证, 或相关出口管制机构拒绝授予许可证, [布鲁克]均不承担任何责任, 也不应被解释为[布鲁克]未对[买方]承担任何法律, 合同或其他义务。[买方]了解, 承认并同意(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, 或者[布鲁克]认为必要的政府批文, 或(2) [布鲁克]认为向买方或其指定人员出口, 再出口, 国内转让, 交付或提供产品可能违反任何贸易管制法律或贸易管制限制(“贸易管制阻碍”), 那么在上述(1)和(2)的情况下, 即使本协议或相关销售/服务文件中有相反规定, [布鲁克]有权自行决定, 除[布鲁克]可享有的任何其他救济之外, 其有权延迟、暂停、取消和/或完全不向[买方]履行出口, 再出口, 转让, 交付, 提供, 安装, 维护, 修理和/或更换相应的产品, 且[布鲁克]及其关联公司无需承担任何责任。

明示放弃权利。[买方]同意, [布鲁克]上述的任何决定、行动或不作为均不应被[买方]、法院解释为[布鲁克]未能履行或违反其应对[买方]承担的任何法律、合同或其他义务。在适用法律允许的最大范围内, [买方]特此无条件放弃并豁免其对[布鲁克]或直接或间接控制[布鲁克]的任何人在贸易管制阻碍或在[布鲁克]作出上述决定, 行动或不作为的情况下发生的任何种类的明示或暗示的保证。对于因[买方]违反或涉嫌违反本节或任何贸易管制法律而产生的所有责任、损失、成本、索赔、损害赔偿和费用(包括律师费和费用), [买方]应向[布鲁克]赔偿、辩护并使其免受损害。如果产品的转售或转让违反了任何贸易管制法律或本协议的规定, [布鲁克]不对此产品提供任何服务。

This quote is valid without signature and the Bruker person mentioned on the first page is the responsible contact.

本报价单无需签名即生效, 第一页中的布鲁克员工为相应的联系人

Sincerely yours,
Bruker BioSpin



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项目	物料描述	数量	价格 USD
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同音



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