合同编号：YXZBB-FB2500003

胸腹腔内窥镜手术控制系统
采购协议（"本协议"）

甲方（买方）： **【江苏省肿瘤防治研究所（江苏省肿瘤医院）】**

Party A: **【JIANGSU INSTITUTE OF CANCER RESEARCH (JIANGSU CANCER HOSPITAL)】**

乙方（卖方）： **【直观复星医疗器械技术（上海）有限公司】**
Party B: **【INTUITIVE SURGICAL-FOSUN MEDICAL TECHNOLOGY (SHANGHAI) CO., LTD】**

在本协议中，甲方和乙方应统称为"**双方**"，并分别称为"**一方**"。
In this Agreement, Party A and Party B shall be referred to collectively as the "***Parties***" and individually a "***Party***".

依据《中华人民共和国民法典》、《中华人民共和国政府采购法》等有关法律法规以及《江苏省肿瘤医院合同管理制度》，遵循平等、自愿、公平和诚实信用的原则，经 2025 年 06 月 06 日招标代理公司名称江苏海外集团国际工程咨询有限公司公开招标（招标编号:JSZC-320000-HWZX-G2025-0264），就甲方向乙方购买胸腹腔内窥镜手术控制系统，制定本协议。

In accordance with the relevant laws and regulations such as "the Civil Code of the People's Republic of China" and "the Government Procurement Law of the People's Republic of China", as well as "the Contract Management System of Jiangsu Cancer Hospital", following the principles of equality, voluntariness, fairness and good faith, this agreement is formulated for Party A's purchase of a da Vinci Xi Surgical System from Party B through the public bidding conducted by the bidding agency Jiangsu Overseas Group International Engineering Consulting Co., Ltd. (Bidding No.: JSZC-320000-HWZX-G2025-0264) on June 6, 2025.

[请见下页/Continued on next page.]

1、设备及价格
System and Quotation

序号 No.	设备名称 Name of Equipment	规格型号 Specifications	品牌 Brand	数量 Quantity	单位 Unit	含税单价 Unit Price (RMB)
1	胸腹腔内窥镜手术控制系统 （附件中简称为“达芬奇 Xi 手术系统”）	IS4000CN	达芬奇 DA Vinci	1	套 set	27,000,000.00
含税合计成交金额（大写）：人民币贰仟柒佰万元整 **Total Contract Value: RMB 27,000,000.00** 上述总金额包含相应的增值税。 The above total amount includes applicable VAT.						
配置清单详见附件 Please refer to Attachment I for Configuration						

2、发货期
Shipping Lead Time

2.1 合同签订后 60 个日历日内货到甲方书面确认的指定现场。
The ordered goods should arrive within 60 days after signing the contract at Party A's designated place of delivery confirmed in writing.

2.2 乙方应将货物运送到甲方在本合同条款 3.2 指定的地点。
Party B shall deliver the goods to the place of delivery as provided in Clause 3.2.

3、运输、安装和验收
Transportation, installation and acceptance

3.1 发货地： 上海
Origin of shipment: SHANGHAI

3.2 到货地点：江苏省肿瘤防治研究所（江苏省肿瘤医院）
Destination of shipment: JIANGSU INSTITUTE OF CANCER RESEARCH (JIANGSU CANCER HOSPITAL)

3.3 贸易条件：DDP 至买方指定地点
Trade Terms: DDP to buyer's designated place

3.4 运输方式：陆运
Method of shipment: By Land Transportation

3.5 乙方确保设备安全无损地运抵甲方指定现场,并承担设备的运费和设备运抵甲方指定现场之前的保险费。
Party B shall ensure that the System will be shipped to the site designated by Party A in good conditions, and shall bear transportation costs and insurance coverage for the System until it arrives at the designated site.

3.6 为保证设备顺利安装和可靠使用，甲方应严格按照乙方提供的预安装指南（详见附件六）进行手术室相关准备，乙方应在接到甲方安装调试的通知后 3 个工作日内开始安装调试。
In order to ensure the smooth installation and operation of the equipment, Party A shall prepare the operation room strictly in accordance with the Pre-Installation Guidelines (Attachment VI) provided by Party B. Party B shall start installation and testing of the system within three working days after receiving Party A's request for the same.

3.7 在符合设备的技术性能的基础上，甲、乙双方根据协议后附的安装验收报告（详见附件二）的技术标准进行技术验收，验收合格后，需双方签字确认。并且,双方应同时签署附件五 - 软件使用协议。乙方所交的货物品种、型号、规格、技术参数、质量不符合合同规定及招标文件规定标准的，甲方有权拒收该货物，乙方愿意更换货物但逾期交货的，按乙方逾期交货处理。乙方拒绝更换货物的，甲方可单方面解除合同，同时乙方需全额退还给甲方已付货款（本合同总金额的 75%）。

Where the technical functions of the System meet the requirement, the Parties shall conduct technical inspection of the System using the installation acceptance report (Attachment II) and sign the acceptance letter upon successful completion. At the same time, the Parties shall also sign the Software License Agreement (Attachment V) shall be signed by both parties. If the variety, model, specification, technical parameters and quality of the goods delivered by Party B do not conform to the contract provisions and the standards stipulated in the bidding documents, Party A has the right to refuse to accept the goods, and if Party B is willing to replace the goods but delivers them after the due date, they shall be treated as Party B's late delivery. If Party B refuses to replace the goods, Party A may unilaterally terminate the contract, and at the same time, Party B shall refund Party A the full amount of the paid payment (75% of the total amount of this contract).

4、 付款方式
Method of Payment

4.1 付款条款: 合同签订后甲方预付合同款75%，验收前，乙方须缴纳合同款5%履约保证金，验收合格后甲方支付至100%合同款，验收合格一年后，履约保证金无息全额退还乙方。
Payment term: After the contract is signed, Party A shall prepay 75% of the contract amount. Before the acceptance, Party B must pay a performance bond of 5% of the contract amount. After the acceptance is qualified, Party A shall pay 100% of the contract amount. One year after the acceptance is qualified, the performance bond will be fully refunded to Party B without interest.

4.2 乙方指定的银行帐户信息如下：
Party B's designated bank account information is as follows:

名称： 直观复星医疗器械技术（上海）有限公司
纳税人识别号： 91310115MA1K3QBA63
开户银行名称：中国银行上海市紫薇路支行
账号： 4533 7378 6000
行号：104290008086
Name: INTUITIVE SURGICAL-FOSUN MEDICAL TECHNOLOGY (SHANGHAI) CO.,LTD
Taxpayer Identity Number: 91310115MA1K3QBA63
Bank Name: Bank of China, Shanghai Ziwei Road Sub-branch
Account No: 4533 7378 6000
Bank No: 104290008086

5、 伴随服务及培训
Accompanied service and training

5.1 乙方应随机提供设备的用户手册。
Party B shall provide the User Manual along with the equipment.

5.2 乙方免费指派专业技术人员在项目现场对医院使用人员进行培训或指导，并根据附件中的培训计划（详见附件三）安排培训。
Party B shall assign technicians and professionals to conduct on-site training or coaching for Hospital's personnel free of charge, and schedule training sessions in accordance with the attached Training Proposal (See Attachment III).

6、 设备系统使用
Use of the System

甲方将确保根据系统用户手册、器械用户手册及再处理说明等随附文件之规定合理使用该设备或进行相关设备配套，并在该设备上只使用 Intuitive Surgical 生产或批准使用的器械。甲方不会，也不允许任何第三方修改、反汇编、逆向工程、更改或滥用该设备和器械。此外，甲方不得采取包括但不限于以下行动：（1）向该设备系统添加任何甲方或第三方的设备、硬件、固件或软件，或（2）未经乙方明确书面许可，对任何设备、硬件、固件或软件进行重新配置。甲方需确保，仅由受训的工作人员根据 Intuitive Surgical 的使用手册移动和操作该设备，否则，乙方有权可以书面通知终止该协议中与该设备伴随的任何保修。

Party A shall use or choose auxiliary system in accordance with the documents packed with the System, including but not limited to System User Manual， Instruments and Accessories User Manual and Reprocessing Instructions. Party A shall use the system only with surgical instruments and accessories made or approved by Intuitive Surgical. Party A will not itself or permit any third party to, modify, disassemble, reverse engineer, alter or misuse the System, instruments or accessories. In addition, Party A shall be prohibited from taking actions including but are not be limited to (1) adding to or subtracting from the system any Party A or third party equipment, hardware, firmware or software, or (2) reconfiguring any of equipment, hardware, firmware or software provided to Party A as part of the System without express written consent of Party B. Party A shall ensure that the System would only be moved or operated by trained personnel in accordance with the Documentation and Party B's instructions. Otherwise, Party B has the right to terminate any warranty accompanying the equipment in this agreement by written notice.

7. 质量保证及售后服务 Warranty and After-sales Service

7.1 乙方应保证所提供的设备是全新的、未使用过的，并符合制造厂标准及要求。乙方保证向甲方提供的设备、系统等不侵犯任何第三方的合法权利，否则由此引发的责任全部由乙方依法承担，并赔偿给甲方造成的直接损失。

Party B shall guarantee that the System it provided is brand-new, unused and in conformity with the manufacturer's standard and requirements. Party B guarantees that the systems provided to Party A do not violate the legal rights of any third party, otherwise Party B shall bear all the responsibilities arising therefrom in accordance with the law and compensate for the direct losses caused to Party A.

7.2 乙方提供设备主机系统免费保修期 60 个月，**免费保修范围包括合同项下提供的所有配置（达芬奇 Xi 手术系统专用器械、附件和内窥镜除外）**，甲方确保按照用户手册和再处理说明等文件要求使用该设备或进行相关设备配置。乙方保证该设备没有设计，材料，工艺上的缺陷，符合本合同技术文件要求。保修期的期限应以甲乙双方签订安装验收报告(详见附件二)之日起计算，且 60 个月主机系统保修包含在设备价格中。在双方签署安装验收报告前，设备不得用于手术及临床应用，否则,签署安装验收报告前使用该设备造成的一切后果由甲方自行承担。

Party B shall provide 60-month free warranty for main system . The free warranty covers all System provided under this contract (Excluded from the Da Vinci XI Surgical System specified Instruments and Accessories, and Endoscopes) ， Party A shall use or choose auxiliary system in accordance with the documents packed with the equipment, including but not limited to System User Manual， Instruments and Accessories User Manual and Reprocessing Instructions. Party B warrants that the System will be free from defects in material and workmanship and will conform in all material respects to the Documentation when used in accordance with the Documentation and Party's instructions. Party B shall provide the 60 months of Service (defined in attachment IV) as part of the System price. The warranty and first year of Service period shall start from the date on which the Parties signed the installation acceptance report (Details as per attachment II）. Only after the installation acceptance report is signed, can Party A use the System in surgeries and clinical uses. Otherwise, Party A shall be responsible for all consequences resulting from such use of the system prior to the execution of the installation acceptance report .

7.3 保修期满后，甲方与乙方签署《维修/维护合同》（详见附件四）购买该合同项下的服务的，乙方应根据该合同的规定负责设备的维修,并免收人工费和差旅费,但是具体规定应以《维修维护合同》的规定为准。

Upon expiration of the warranty period, if Party A enters into a Service and Maintenance Agreement (see Appendix IV) with Party B, Party B shall be responsible for the Service of the System pursuant to the provisions of such agreement without charging the labor cost and transportation expenses, provided, however, that the detailed terms and conditions in such agreement shall govern the after-sales services.

8. 再处理和处置/ Reprocessing and Disposal

甲方负责根据当时当地的环境和安全法律和标准，妥善地处理和（或）安置与主机操作和功能相关的装置、器械和附件。

Party A shall be responsible for properly reprocess and/or dispose all medical instruments, devices and equipment related to the operation and function of the System,

including instruments and accessories, in accordance with the then current local environmental and safety laws and standards.

9. 软件许可和知识产权保护
Software License and Intellectual Property Protection

9.1 甲方同意其购买的产品内含有 Intuitive Surgical 所有的有效的专利、版权、商业秘密、商标和其它 Intuitive Surgical 拥有的权利。甲方同意签署 Intuitive Surgical 要求的软件许可使用协议，并且同意遵守该协议的条款。详见附件五软件许可使用协议。
Party A acknowledges that the product it purchased contains valid patent, copyright, trade secret, trademark and other rights owned by Intuitive Surgical. Party A agrees to sign the Software License Agreement mandated by Intuitive Surgical and agrees to abide by the terms and conditions thereunder. Please refer to Attachment V, Software Usage Agreement for details.

9.2 主机系统内置软件是根据乙方许可提供给甲方使用，并非销售给甲方。根据本协议条款和条件，乙方促使 Intuitive Surgical 向客户授予一项非排他性、不可转让、已全额付费和限制性的使用许可，以机器可读的目标代码的形式结合设备的使用手册所指定的系统操作去使用该软件。除非本协议另有明确规定，甲方不得使用、复制、修改或转让全部或部分软件或任何副本。此外，甲方不得对源代码进行逆向工程、反编译、反汇编，不得尝试为软件衍生源代码，或以其他方式篡改软件，但是，如上述禁止操作内容需要根据适用法律进行修改以允许某些操作情况除外。 在这种情况下，甲方应从乙方处获得此类限制性的软件信息，而乙方可以酌情向甲方提供受限信息，并将软件使用限制条件告知甲方。软件的结构和软件组件属于乙方的商业机密。乙方保留未明确授予甲方使用软件所有的权利。某些软件部件可根据乙方单独许可提供给甲方使用。如果本协议许可条款与单独许可条款发生冲突，以单独许可条款为准。
Software embedded within the System is provided to Party A under a license, rather than being sold to Party A. Subject to the terms and conditions of this Agreement, Party B shall cause Intuitive Surgical to grant to Party A a non-exclusive, non-transferable, fully-paid and restricted license to use the Software solely as incorporated in the System in machine-executable object code form and solely in connection with the operation of the System as described in the Documentation. Unless otherwise specified herein, Party A shall not use, copy, modify or transfer the Software or any copy thereof, in whole or in part. Furthermore, Party A shall not reverse engineer, decompile, disassemble or attempt to derive the Source Code for, or otherwise manipulate the Software, except when prohibited operation contents described hereinabove needs to be modified to allow certain operations pursuant to applicable laws. In such cases, Party A shall first request such restricted information from Party B, and Party B may at its discretion provide such restricted information to Party A and dictate reasonable limitations on using the Software. The structure and organization of the Software are trade secrets of Party B. Party B reserves all rights to the Software not expressly granted to Party A. Certain part of the Software may be used by Party A under a separate license; where the provisions of such separate license conflict with the provisions hereunder, the provisions under the separate license shall prevail.

10、 责任限制
Limitation of liability

在所适用的法律允许的范围内，每一方就与本协议相关的权利主张所承担的全部责任，不论是就违约亦或就侵权（包括过失），均仅限于在乙方在本协议项下就导致该等权利主张的行为（例如主机系统、服务或培训的购买）所收取全部款项总额之金额为限，但违反第 6 条(主机系统使用)、第 9 条(软件许可和知识产权保护)及附件五 (软件使用协议)、第 8 条(再处理和处置)及第 4 条(付款方式)的情况除外。任何一方均不就与本协议相关的或由本协议导致的任何间接的、惩罚性的、特殊的、偶发的或衍生的损害（包括业务、收入、利润、使用、数据或其他经济利益的损失）承担责任，即便其已被告知该等损失的可能性，但违反本协议项下第 4 条、第 6 条、第 8 条、第 9 条及附件五的情况除外。

Except for a breach of the obligations in Sections 6 (Use of System), Section 9 (Software License and Intellectual Property Protection) and Attachment V (Software License Agreement), Section 8 (Reprocessing and Disposal) and Section 4 (Method of Payment), to the extent permitted by applicable law, each party's aggregate liability to the other for claims relating to this Agreement, whether for breach in contract or tort (including negligence), is limited to an amount equal to the sum of amounts received by Party B under this Agreement for the activity (such as procurement of the System, Service, or training) giving rise to the claim. Except for a breach of the obligations in Sections 4, Section 6, Section8, Section 9 and Attachment V, neither party will be liable for any indirect, punitive, special, incidental, or consequential damages in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data, or other economic advantage), even if that party has been advised of the possibility of damages.

11 不可抗力与违约金

Force Majeure and penalty

11.1 如遇不可抗力因素影响（包括罢工，自然灾害，疫情等原因）而致不能交货或装运延迟，乙方不承担违约责任。不可抗力发生期间不计入交货期，新的交货日期由双方重新协商，除不可抗力事件，如乙方在合同规定时间内不能按时交货，甲方有权在不影响合同项下的其他补救措施的情况下，从合同价款中扣除延期交货违约金。违约金计算方式见下款"违约金计算"。一旦延期交货的违约金达到最高限额，甲方可选择终止本合同。

如遇国际形势变动和国家政策调整导致的延期交货情况不属于违约。

Party B shall not be liable for failure to deliver the goods or delay in shipment due to force majeure (including strikes, natural disasters, epidemics, etc.). The period of force majeure is not included in the delivery date. The new delivery date shall be renegotiated by both parties. Should the Party B fail to make delivery on time as stipulated in the Contract, with exception of any late delivery due to a Force Majeure Event, Party A has the right to deduct the delivery penalty from the contract payment without prejudice to other remedies under this contract .Penalty calculation is in the terms of Penalty Clause as below, Once the penalty for delayed delivery reaches the maximum limit, Party A may choose to terminate this contract, Except in case of delayed delivery due to changes in the international situation and national policy adjustments.

11.2 违约金计算：逾期付款/交货，违约方按照每7天按迟交货物的价格或未能支付款项的总额的0.5%计算。违约金总额不超过合同价格的5%。如逾期天数少于7天按7天计算。

Penalty calculation: overdue payment/late delivery, default Party is charged at the rate of 0.5% of the value of such goods for every seven days in delay, The penalty shall not exceed

5% of the total value of the goods involved in late delivery or overdue payment. If overdue days are less than seven days, it should be counted as seven days.

12. 管辖法律、争议解决
Governing Law, Dispute Resolution

12.1 本协议及任何由此导致或与此相关的争议（无论该争议是合同争议或非合同的争议）均应受中华人民共和国（下称"中国"）的法律管辖并依其进行解释。
This Agreement and any disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature) shall be governed by and construed in accordance with the laws of the People's Republic of China (***PRC***).

12.2 因本协议产生的或与本协议相关的任何争议、纠纷或权利主张 (下称 "争议")，包括与本协议的存续、有效性或终止有关的任何问题，应由双方通过友好磋商加以解决。如果在自一方通知另一方发生任何争议之日起的十五 (15)个日内，双方未达成任何解决方案，双方应将该争议提交甲方所在地人民法院诉讼解决。
Any dispute, controversy or claim (a Dispute) arising out of or in relation to this Agreement, including any question regarding its existence, validity or termination, shall be resolved through friendly consultations between the Parties. If no resolution is reached within fifteen (15) days from the date of notification by a Party to the other Party that a Dispute has arisen, then the Parties shall submit the Dispute to the People's Court at the place where Party A is located for litigation and settlement.

13、医疗器械的储存与运输必须严格遵照产品标签或包装标示的存放要求执行，同时需要确保环境温度应保持在 10℃-30℃范围内，相对湿度 10%-80%之间且无冷凝。
The storage and transportation of medical devices must strictly comply with the requirements indicated on the product label or packaging, while ensuring that the ambient temperature is maintained within the range of 10°C to 30°C, with relative humidity between 10% and 80% and no condensation.

14、协议的生效
Effectiveness

本协议一式[4]份，甲方持[3]份，乙方持[1]份，每份具有相同的法律效力； 本协议自双方签字、盖章之日起生效。本协议以中英文两种语言书写，如有冲突，以中文文本为准。
This Agreement has been executed in [4]counterparts, with Party A holding [3] counterpart(s), and Party B holding [1] counterpart(s). All counterparts shall have the same legal effect and will come into effect on the date on which the counterparts are chopped and signed by the Parties. This Agreement is written in Chinese and English; where there is a conflict between the two languages versions, the Chinese version shall prevail.

15、协议附件
Attachments

如下附件是本协议的不可分割的组成部分，与本协议具有同等法律效力。
The following attachments and appendices form an integral part of this Agreement and have equal legal force as this Agreement

附件一：设备的配置清单
Attachment I: Configuration

附件二：安装验收报告
Attachment II: INSTALLATION ACCEPTANCE REPORT

附件三：培训计划
Attachment III: Training Program

附件四：维修/维护合同
Attachment IV: Service and Maintenance Agreement

附件五：软件使用协议
Attachment V: Software License Agreement

附件六：胸腹腔内窥镜手术控制系统预安装手册

Attachment VI: Pre-installation Guidelines

【以下无正文 intentionally left blank below】

甲方：（盖章）【江苏省肿瘤防治研究所（江苏省肿瘤医院）】
Party A: 【JIANGSU INSTITUTE OF CANCER RESEARCH (JIANGSU CANCER HOSPITAL)】

乙方：【直观复星医疗器械技术（上海）有限公司】（盖章）
Party B: 【INTUITIVE SURGICAL-FOSUN MEDICAL TECHNOLOGY (SHANGHAI) CO.,LTD

甲方法定代表人/委托代表签字盖章
Signature or Chop of the Legal/Authorized Representative of Party A
Date: 2025. 6. 23

乙方法定代表人/委托代表签字盖章
Signature or Chop of the Legal/Authorized Representative of Party B
Date: 2025. 6. 18