《经销商协议》附件

之设备采购

**Equipment Sales Appendix of DISTRIBUTORSHIP AGREEMENT**

在双方签订的编号为 XXXXXX的《经销商协议》有效期间，若经销商采购涉及设备产品，其货物交付、保修以及产品安装使用培训内容见本附件。

During the valid period of the DISTRIBUTORSHIP AGREEMENT, the terms of delivery, warranty and installation and operation training shall be subject to this appendix for equipment sales if DISTRIBUTOR purchases equipment.

一、货物交付：

Delivery of Goods

1. 所有BSC产品的交货地点均为BSC仓库。货物离开BSC仓库（经销商自提）或交付承运人时即视为交货完成，此后发生的任何风险均由经销商承担。

1. The place of delivery of all products of BSC shall be the warehouse of BSC. When the goods leave BSC’s warehouse (taking delivery by DISTRIBUTOR itself) or are delivered to carrier, the delivery shall be deemed as completed; any risks occurred hereafter shall be borne by DISTRIBUTOR.

2. BSC运货时附装箱明细单，包括产品型号、数量、批号等。经销商委托承运人应在接到货时， 当场由经销商委托承运人在装箱明细单上签字或加盖与装箱明细单上公司抬头相符的收货印章。若经销商委托承运人不能当场签收或盖章，BSC有权拒绝将产品交由经销商委托承运人。

2. In case of shipping, BSC shall attach detailed packing list, including model, quantity, batch number, and so on of the product; once the carrier appointed by DISTRIBUTOR receives the goods, the carrier appointed by DISTRIBUTOR shall sign on the detailed packing list or affix the receiving seal corresponding to the title of the company on the detailed packing list on the spot. In the event that the carrier appointed by DISTRIBUTOR is unable to sign or seal on the spot, BSC has the right not to hand over the goods to the carrier appointed by DISTRIBUTOR.

3.当经销商要求自己到BSC仓库提货时，应事先向BSC提出书面申请，经BSC同意后， 将“提货人授权书”传真至BSC。“提货人授权书”授权的被授权人到BSC仓库提货时应出示“提货人授权书”原件和被授权人本人身份证，以便BSC的核查和交货。在此情况下，BSC不承担相关运费以及保险费用。经销商自提货物后发生的货物破损、灭失，由经销商承担风险和损失。

3. When DISTRIBUTOR asks for taking delivery at BSC’s warehouse itself, it shall submit a written application to BSC in advance; after approval of BSC, DISTRIBUTOR shall fax the “Letter of Authorization for Collector” to BSC. The authorized person under the “Letter of Authorization for Collector” shall present the original “Letter of Authorization for Collector” and the ID certificate of the authorized person when picks up goods at BSC’s warehouse for the examination and delivery of BSC. In this case, BSC will no longer bear relevant freights and insurance expenses. For the damage and destruction of the goods occurred after DISTRIBUTOR takes delivery of the goods itself, all risks and losses shall be borne by DISTRIBUTOR.

4. 经销商接到BSC委托的承运公司的到货通知后，应及时办理收货手续。

4. DISTRIBUTOR shall timely handle the procedures for receiving after receiving the arrival notice from the carrier authorized by BSC.

5. 经销商应在到货后 3 个工作日内完成装箱明细单和订单的核对并完成包装外型验收。在 3 个工作日内验收完毕确有困难时，应提前与BSC储运部门联系并提出书面申请，经BSC储运部门的书面同意方可酌情延长一至两个工作日。经销商超过规定的验货期限而发现或出现的产品问题或损失，由经销商承担。

5. DISTRIBUTOR shall complete the acceptance of the detailed packing list, and packing exterior of the product within 3 working days after arrival of goods. In the event that the acceptance is really difficult to finish within 3 working days, it should contact the storage and transportation department of BSC and submit a written application in advance; upon the written consent of the storage and transportation department of BSC, the acceptance may be extended by one or two working days as appropriate. Any product problem or loss found or occurred after DISTRIBUTOR exceeds the specified inspection period shall be borne by DISTRIBUTOR.

6. 经销商验收产品时应当场点清大箱件数，检查包装外型是否完整，并当场在产品装箱单上签收。如发现破损或异形，要与承运公司当面拆件并取得经经销商和承运公司共同确认的货运记录、承运公司的产品破损证明及破损时的照片，同时，应在收货之时起的 24 小时内以传真的形式书面通知BSC。

6. In case of acceptance of the product, DISTRIBUTOR shall make inventory of the number of big cases on the spot, check the external packaging, and sign to the acknowledgement of receiving the goods on the packing list of the product. In the event that any damage or deformation is found, DISTRIBUTOR shall unpack the packaging in the presence of carrier and obtain the goods shipping record, product breakage certificate of carrier, and the picture of the breakage jointly confirmed by DISTRIBUTOR and carrier; at the same time, give a written notice to BSC by fax within 24 hours after receiving.

7. 经销商对错发、错运、错收、溢收产品和残损产品要妥善保管，未经BSC储运部门的书面同意，经销商不得动用。

7. DISTRIBUTOR shall properly safeguard the products mistakenly delivered, shipped or received, excessively received and damaged product; without the written approval of the storage and transportation department of BSC, DISTRIBUTOR shall not use such products.

8. 交货、到货通知：双方应在发货前通过书面传真或电子邮件确认送货地点；此外， BSC还应在发货前通知经销商具体发货日期。经销商在接到BSC送货通知后，应提早准备安排收货地点的装卸设备和装卸人员。如因经销商原因导致双方无法卸装货物，造成损失的，由经销商自行承担；给BSC造成损失的，还应一并赔偿BSC损失。

8. Notice of delivery and arrival: Both parties shall confirm the place of delivery by written fax or e-mail before the delivery of goods; in addition, BSC shall inform DISTRIBUTOR of the specific delivery date ahead of the delivery. BSC shall get ready to arrange the handling equipment and handling personnel at the place of delivery after receiving the notice of delivery from BSC. If both parties are unable to handle the goods due to the reasons of DISTRIBUTOR, the losses caused hereof shall be borne by DISTRIBUTOR itself; if DISTRIBUTOR causes losses to BSC, DISTRIBUTOR shall compensate the losses of BSC.

二、 本合同项下的产品保修期为安装完成后的   1  年，保修期内BSC将向经销商免费提供技术和维修服务。保修期届满后，如遇到产品故障，BSC将提供电话支持排查故障。维修配件优惠供应，经销商经确认价格后支付。

The warranty period for the product under this contract shall be \_1\_ year(s) after installation. During the warranty period, BSC shall provide technical and maintenance service to DISTRIBUTOR for free. Upon the expiration of the warranty period, in case of product failure, BSC shall provide the technical support with call for troubleshooting. Maintenance fittings shall be supplied at preferential price. The payment shall be paid by DISTRIBUTOR after verifying the price.

对于BSC通过第三方采购的物品，BSC仅负责协调对应的第三方提供维修及相关售后服务，第三方对产品的质量和性能负责。

In term of the products provided by Third Party, BSC shall not be held liable for performance of third party products.  Third Party is responsible and liable for performance of the relative products and BSC’s responsibilities for repair and after sale service shall be limited to the coordination of the service request. BSC shall not undertake repair and service itself.

三、产品安装培训：BSC应向经销商提供专业的安装使用培训

Product installation training: BSC shall provide professional installation and operation training to DISTRIBUTOR.

四、本附件作为《经销商协议》的组成部分，与《经销商协议》具有同等法律效力。经双方盖章后生效。

This Appendix hereto constitutes an integral part of this DISTRIBUTORSHIP and shall be equally valid as the body of this Agreement. This Appendix shall come into effect after affixed with official seal by both parties.

（*(The remainder of this page is intentionally left blank/以下无正文*）

BSC INTERNATIONAL MEDICAL TRADING (SHANGHAI) CO., LTD

（波科国际医疗贸易（上海）有限公司）

（波科盖章处）

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（授权人签字）

（波科法人盖章处）

June Chang

Vice President and Managing Director, Greater China

张珺

波士顿科学副总裁兼大中华区总经理

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

（签字时间）

Acknowledged and Agreed:

知悉并同意：

XXXXXX

XXXXXX

（经销商盖章处）

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Authorized Signature

（授权人签字）

（经销商法人盖章处）

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

（签字时间）