General Terms & Conditions of Sale and Delivery / Assembly Conditions
公司销售及交付/安装通用条款

A. General Terms & Conditions of Sale and Delivery
销售和交付的一般条款及条件

1. Scope/general
范围/概述

1. These General Terms & Conditions of Contract, Delivery and Services (GTC) shall apply exclusively with regard to entrepreneurs within the meaning of the Chinese Civil Code, which means natural or legal persons who acquire the goods or services for commercial or professional use. If the Customer also commissions us to assemble the delivered goods, the Assembly Conditions set out under B. shall also apply exclusively.
   合同、交付和服务的一般条款和条件（GTC）应仅适用于《中国民法典》所指的企业，即获得商品或服务用于商业或专业用途的自然人或法人。如果客户还委托我方组装交付的货物，则第二项规定的组装条件也应仅适用于此。

2. The following Terms & Conditions (GTC) shall apply exclusively to the business relationship with our Customers, including for information and consultancy.
   以下条款和条件（GTC）仅适用于与我方的客户之间的业务关系，包括信息和咨询。

3. Other terms and conditions of the buyer and/or orderer, hereinafter referred to as “Customer(s)”, shall apply only if and insofar as we accept them expressly in writing. In particular our silence with regard to such deviating terms and conditions does not constitute acceptance or consent, including in the case of future contracts.
   买方和/或订购方（以下简称“客户”）的其他条款和条件仅在我们明确书面接受的情况下适用。尤其要注意的是，我方对偏离的条款和条件等内容未做出回应并不代表接受或同意。

4. Our GTC shall apply instead of any terms and conditions of purchase of the Customer even if according to these the acceptance of an order is envisaged as unconditional recognition of the terms and conditions of purchase; rather the Customer shall, by accepting our order confirmation, expressly accept that they waive their terms and conditions of purchase and/or the rights derived from them.
   我方的 GTC 应替代客户的任何购买条款和条件（即使根据这些条款和条件，接受订单被视为无条件承认购买条款和条件），同时客户接受我方的订单确认，即明确表示放弃其购买条款和条件和/或由此产生的权利。

2. Information/consultancy/characteristics of products and services/cooperation by the Customer
信息/咨询/产品和服务的特点/客户的合作

1. Information and elucidations regarding our products and services by us or our intermediaries shall be given solely on the basis of our previous experience. They shall in no way represent characteristics of or guarantees for our products.
   我方提供的关于产品和服务的信息及说明仅基于以往的经验。并不代表产品的性能。

2. We shall assume a duty of consultancy only expressly on the basis of a written, separate consultancy contract.
   我方仅在独立的书面咨询合同的基础上明确承担顾问责任。

3. A guarantee shall be deemed to have been provided by us only if we have designated a characteristic and/or service provision as “legally guaranteed” in writing.
   只有在我方以书面形式将特征和/或服务提供指定为“法律担保”的情况下，才视为我方提供了担保。

3. Specimen copies/documents and data provided/samples/quotations
样品副本/提供的文件和数据/样品/报价

1. The characteristics of samples or specimen copies shall only become integral parts of a contract if this has been expressly agreed in writing. The Customer shall not be entitled to utilise or pass on samples.
   只有在以书面形式明确约定的情况下，样品或样品副本才能作为合同的组成部分。客户无权使用或传递样品。

2. If, on our part, a sale is made on the basis of a sample of goods, deviations from this shall be permitted in the delivered goods and shall not constitute grounds for complaints and claims against us if they are customary in the trade and if any agreed specifications are complied with in the delivered goods, unless otherwise agreed.
   就我方而言，如果以产品样品为基础进行销售，则客户应允许在交付的产品中存在与样品的偏差，如果交付的产品符合任何约定的规格且此类偏差是行业惯例，则不得构成对我方提出投诉和索赔的理由。

3. We reserve all property rights and copyright to samples, illustrations, drawings, data, quotations and other documents regarding our products and services disclosed or provided to the Customer. The Customer undertakes not to make the samples, data and/or documents mentioned in the previous sentence available to third parties unless we give our express written consent. These shall be returned to us upon request unless an order based on them is placed with us.
   我们保留向客户披露或提供的与我们的产品和服务有关的样品、插图、图纸、数据、报价单和其他文件的所有产权和版权。客户承诺不向第三方提供我方的样品、数据和/或文件，除非我方明确书面同意。除非根据要求向我方下订单，否则应根据要求将其退还给我方。

4. Conclusion of contract/scope of delivery and services/procurement risk and guarantee
合同订立/交付和服务范围/采购风险和担保

1. Our offers are non-binding unless they are expressly designated as binding, expressly contain binding undertakings or our obligation was otherwise expressly agreed. They are invitations to place orders.
   除非明确规定、明确包含具有约束力的承诺或我方义务另有明确约定，否则我方报价不具有约束力。
   The Customer shall be bound to their order as a contract application for 30 days from receipt of the order by us.
   客户应在我方收到订单后 30 天内，以合同申请的形式遵守订单。

2. A contract shall come into being, including as part of ongoing business, only when we have confirmed the Customer's order in writing or in text form (i.e. including by fax or email) as an order confirmation.
   只有当我方以书面或文本形式（包括通过传真或电子邮件）确认客户的订单后，合同才能生效，并作为正在进行业务的一部分。

3. If acceptance or shipment of the products is delayed for a reason for which the Customer is responsible, we shall be entitled at our discretion to demand immediate payment of the remuneration or to withdraw from the contract or to refuse fulfilment and demand compensation instead of complete performance after setting and expiry of a 14-day grace period. The grace period shall be set in writing or text form. We are not obliged to refer to the rights arising from this clause again in this document.
   如果产品的验收或装运因客户的原因而延迟，我方有权自行决定要求立即支付报酬或退出合同，或拒绝履行合同，并要求赔偿，而不是在 14 天宽限期设定和到期后完全履行。宽限期应以书面形式或文本形式设定。我方没有义务在本文件中再次提及因本条款而产生的权利。
   In the event of a demand for compensation as regulated above, Both parties reserve the right to demonstrate that the amount of the losses is different or that no losses were incurred. Reversal of the burden of proof is not associated with the above provisions.
   有前款规定的赔偿要求的，双方保留证明损失金额不同或未发生损失的权利。举证责任的撤销与上述规定无关。

4. If a delivery order or call is delayed by the Customer, we are entitled to postpone the delivery by the same period of time as the Customer's backlog plus a scheduling period of 4 working days at the place of our registered office.
如果客户延迟交付订单，我们有权推迟交付，延迟时间与客户积压的时间相同，加上在我们注册办事处所在地安排的 4 个工作日。

5. Delivery/place of fulfilment/delivery time/delivery delays/packaging
交付/履行地点/交付时间/交付延迟/包装

1. Binding delivery deadlines and periods shall be expressly agreed in writing.
应以书面形式明确约定具有约束力的交货期限和期限。

2. Delivery and/or service periods shall begin on receipt of our order confirmation by the Customer, or in the absence of the latter, within 5 calendar days of receipt of the Customer's order by us, but not before all details of execution of the order have been clarified and all other preconditions to be fulfilled by the Customer are in place, in particular agreed prepayments or securities have been received and the necessary cooperation obligations have been completed in full. Similar conditions shall apply to delivery deadlines and service deadlines. If the Customer has requested changes after the order is placed, a new appropriate delivery and/or service period shall begin on confirmation of the order by us.
交付和/或服务期应从客户收到我们的订单确认书之日起开始，如果客户没有订单确认书，则在我们收到客户订单后的 5 个日历日内开始，但不得在订单执行的所有细节都已澄清且客户应满足的所有其他先决条件都已到位之前，特别是已收到约定的预付款或证券，全额完成必要的合作义务。类似的条件应适用于交付截止日期和服务截止日期。如果客户在下订单后要求更改，新的适当交付和/或服务期应在我们确认订单后开始。

3. If we fall behind in our delivery, the Customer shall first set a reasonable grace period. If this elapses unsuccessfully, compensation claims for breach of obligation, for whatever reason, shall only exist according to the stipulations under this hereof.
如果我们的交货延迟，客户应首先设定一个合理的宽限期。如果未能成功通过，则无论出于何种原因，对违反义务的赔偿要求只能根据本文的规定发生。

4. If acceptance does not take place by the agreed collection deadline, we shall store the contractual goods at the Customer's expense. In the event of storage, the Customer shall pay a storage fee per week for the stored goods. Both parties reserve the right to demonstrate that the costs incurred were lower or higher; the Customer decline reserves the right to demonstrate that no costs were incurred at all.
如果在约定的收款截止日期前未进行验收，我们将储存合同货物，费用由客户承担。在储存的情况下，客户应为储存的货物每周支付储存费。双方保留证明所产生的成本较低或较高的权利；客户无权证明根本没有发生任何费用。

6. Force majeure/delivery subject to availability
不可抗力/交货视情况而定

1. If we do not receive a delivery or service from our subcontractors to allow us to provide the delivery or service which is to be rendered by us under the contract, despite proper and adequate stocking in terms of quantity and quality under our delivery or service agreement with the Customer (congruent stocking) for reasons for which we are not responsible, or the delivery or service is incorrect or not completed on time, or events of force majeure significant duration occur (i.e. longer than 14 calendar days), we shall notify our Customer in writing or text form in good time. In this case, we shall have the right to postpone the delivery for the duration of the hindrance, or to withdraw from the contract in whole or in part for that part of the contract not yet fulfilled, provided that we have met our obligation to provide information as described above and have not assumed responsibility for the procurement risk or provided a delivery guarantee. Events of force majeure include strikes, lockouts, official interventions, energy shortages and shortages of raw materials, transport bottlenecks or hindrances beyond our control, hindrances to operation through no fault of our own, for example, due to fire, water or damage to machinery, and any other hindrances which, when considered objectively, were not caused by our negligence.

如果我们没有从我们的分包商那里收到货物或服务，来提供合同项下应由我们提供的货物或服务。尽管根据我们与客户签订的交货或服务协议，在数量和质量方面进行了适当和充分的库存（一致库存），但出于非我方原因，或交付或服务不正确或未按时完成，或发生持续时间较长的不可抗力事件（即超过 14 个日历日），我方将及时以书面或文本形式通知客户。在这种情况下，我们有权在不可控阻碍期间推迟交付，或因尚未履行的合同部分而全部或部分退出合同，前提是我方已履行了提供上述信息的义务，且未承担采购风险责任或提供交付担保。不可抗力事件包括罢工、封锁、官方干预、能源短缺和原材料短缺、运输瓶颈或我方无法控制的障碍、非我们自身过错造成的运营障碍，例如火灾、水患或机械损坏，以及客观上非我们疏忽造成的任何其他障碍。

2. If a delivery date or delivery period is agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded due to events of the sort described under 6.1, the Customer shall have the right, after a reasonable grace period has elapsed without success, to withdraw from the contract for that part of the contract not yet fulfilled. Further claims by the Customer, in particular for compensation, are excluded in this case.
   如果约定了交付日期或交付期限，并且由于 6.1 中所述的事件而超过了约定的交付日期和交付期限，则客户有权在经过合理的宽限期后退出合同中尚未履行的部分。在这种情况下，客户的进一步索赔，特别是赔偿不包括在内。

3. The above provision under 6.2 shall apply accordingly if further adherence to the contract is objectively unacceptable to the Customer for the reasons specified in 6.1, even if a fixed delivery deadline has not been contractually agreed.
   如果由于 6.1 中规定的原因，客户客观上不能接受进一步遵守合同，即使合同中没有约定固定的交货期限，则 6.2 中的上述规定也应相应适用。

7. Amendments to essential contractual circumstances due to force majeure
因不可抗力对基本合同情况的修正

If, as a result of force majeure, contractual circumstances essential to delivery should change to such an extent that the force majeure process results in a substantial increase in costs, and therefore in a significant financial burden for us, we may request that the contract be adapted accordingly. An amendment to these circumstances includes import and export restrictions, restrictions to payment transactions, invalidity of certificates and the introduction of customs duties etc.
如果由于不可抗力，对交付至关重要的合同情况发生变化，以至于不可抗力过程导致成本大幅增加，从而给我们带来重大财务负担，我们可能会要求对合同进行相应调整。对这些情况的修正包括进出口限制、付款交易限制、证书无效和征收关税等。
In the event of a significant increase in costs, we are entitled under 9.3 to increased compensation without observing the time discrepancy of four months. Should amendments lead to circumstances where the complete provision of services rendered is impossible, we have the right to withdraw from the contract excluding any claims for compensation made by the Customer. We undertake to immediately inform the customer as soon as amendments to essential contractual circumstances have been made known. In this case, a continuation of the agreement is to take precedence over a possible dissolution of the contract.
如果成本大幅增加，我们有权根据 9.3 获得增加的赔偿，而不考虑四个月的时间差异。如果修改导致无法完全提供服务，我们有权退出合同，不包括客户提出的任何赔偿要求。我们承诺，一旦了解到对重要合同情况的修改，我们将立即通知客户。在这种情况下，协议的延续优先于合同的可能解除。

8. Shipping/transfer of risk/acceptance
运输/风险转移/承兑

1. Unless otherwise agreed in writing, delivery shall be ex works Incoterms 2020. In the case of an obligation to collect or send the goods, the goods shall travel at the risk and expense of the Customer.
   除非另有书面约定，否则交货应参考《2020 年国际贸易术语解释通则》。如果有义务收取或发送货物，则货物的

运输风险和费用应由客户承担。

2. If delivery has been agreed, the choice of transport route and means shall remain at our discretion unless otherwise agreed. We shall make every effort to consider the Customer's wishes with regard to shipping method and shipping route, however, although the Customer shall have no entitlement to this. Like transport and insurance costs, additional costs incurred as a result of this, including in the case of freight paid delivery, shall be borne by the Customer. If shipping is delayed beyond the agreed time at the request or through the fault of the Customer, we shall store the goods at the cost and risk of the Customer. 5.4 Para. 2 shall apply accordingly to this extent. In this case, notification of readiness for shipping shall be equivalent to shipping.
如果双方同意交货，运输路线和方式的选择应由我方自行决定，除非另有约定。我方将尽一切努力考虑客户对运输方法和运输路线的意愿，但客户对此无决定权。与运输和保险费用一样，由此产生的额外费用，包括运费已付的交付，应由客户承担。如果应客户要求或由于客户的过错导致运输延迟超过约定时间，我方将储存货物，费用和风险由客户承担。5.4 第 2 点应相应地适用于此范围。在这种情况下，装运准备就绪通知等同于装运。

3. In the event of an agreed collection obligation, the risk of accidental loss or accidental deterioration shall pass to the Customer when the products to be delivered are handed over to the Customer. In the case of an agreed obligation to dispatch the goods, the risk of accidental loss or accidental deterioration shall pass to the Customer when the goods are handed over to the forwarding agent, carrier or company otherwise entrusted with shipping the products, but at the latest when the products leave our works, warehouse, branch or the manufacturer's works, unless performance of the obligation at the Customer's place of business has been agreed. The aforementioned shall also apply if an agreed partial delivery is carried out.
如果有约定的收款义务，当将交付的产品移交给客户时，意外损失或意外变质的风险应转移给客户。在约定有发货义务的情况下，当货物移交给货运代理、承运人或以其他方式委托运输产品的公司时，意外损失或意外变质的风险应转移给客户，但最迟应在产品离开我们的工厂、仓库、分公司或制造商的工厂时，除非已同意在客户营业地履行义务。如果进行了约定的部分交付，上述规定也应适用。

4. If a shipment is delayed because we assert our right of retention due to the Customer's default in payment in whole or in part or due to another reason for which the Customer is responsible, the risk shall pass to the Customer at the latest on the date on which the notice is sent to the Customer stating that the delivery is ready for shipment and/or the service can be performed.
如果由于客户未能全部或部分付款，或由于客户负有责任的其他原因，我方主张保留权利，导致装运延迟，则风险最迟在向客户发送通知说明货物已准备好装运和/或可以提供服务之日转移给客户。

9. Notice of defects/breach of obligation due to material defects/warranty
缺陷通知/因材料缺陷/担保而违反义务

1. The Customer shall notify us of recognisable material defects immediately, but at the latest 5 days after collection in the case of delivery ex works or from a storage location, otherwise 5 days from delivery. Notice of hidden material defects must be given to us immediately after they are detected, but at the latest within the limitation period for the warranty specified under 8.2. If the complaint is not submitted on time, any claim by the Customer for breach of obligation due to material defects shall be excluded. This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of physical injury, loss of life or damage to health, or the provision of a guarantee of the absence of defects or a procurement risk pursuant to other compulsory statutory grounds for liability. The special statutory regulations for final delivery of goods to a consumer shall remain unaffected.
客户应立即通知我们可识别的材料缺陷，但如果是工厂交货或从储存地点交货，最迟应在收货后 5 天通知我们，或交货后 5 天内通知我们。发现材料隐蔽的缺陷后，必须立即向我们发出通知，但最迟应在 8.2 规定的保修期限内。如果投诉未按时提交，客户因重大缺陷而违反义务的任何索赔均无效。如果由于我方的故意、重大过失或欺诈行为，如发生人身伤害、生命损失或健康损害，或根据其他强制性法定责任理由提供不存在缺陷或采购风险的担保则不适用。向消费者最终交付商品的特殊法律规定不受影响。

2. We shall provide a warranty for material defects, unless otherwise expressly agreed in writing or text form, for a

period of 12 months, calculated from the date of transfer of risk (see 7.3), or in the case of refusal of acceptance or delivery by the Customer, from the date of the notice that the goods are ready to be handed over. This shall not apply to compensation claims resulting from a guarantee, from the assumption of a procurement risk, claims for physical injury, loss of life or damage to health, a fraudulent, intentional or grossly negligent act by us, or if the cases. Reversal of the burden of proof is not associated with the above provision.
除非另有书面或文本形式的明确约定，否则我方将为重大缺陷提供保修，保修期为 12 个月，自风险转移之日起计算（见 7.3），或在客户拒绝接受或交付的情况下，自货物准备移交之日起计。这不适用于因担保、承担采购风险、对人身伤害、生命损失或健康损害的索赔、我们的欺诈、故意或严重疏忽行为，举证责任的撤销与上述规定无关。

3. Our warranty (claims for breach of obligation due to defective performance in the case of material defects) and our liability arising from it shall be excluded if defects and associated damage is not demonstrably due to defective material, defective design, defective execution, or defective manufacturing materials, or, if provided, defective instructions on use. The warranty and the liability arising from it on the grounds of breach of obligation because of defective performance shall be excluded in particular with respect to the consequences of incorrect use, inappropriate storage conditions, and to the consequences of chemical, electromagnetic, mechanical or electrolytic influences that do not correspond with standard factors provided for in our product description or a different agreed product specification or the product-specific data sheet provided by us or the manufacturer. The aforementioned shall not apply in the case of a fraudulent, grossly negligent or intentional act by us, or physical injury, loss of life or damage to health, the assumption of a guarantee, a procurement risk pursuant liability due to compulsory statutory grounds for liability.
如果缺陷和相关损害不是由有缺陷的材料、有缺陷的设计、有缺陷地执行或有缺陷的制造材料造成的，或者如果提供了有缺陷的使用说明，则我的保证（在材料缺陷的情况下，因性能缺陷而导致的违约索赔）和由此产生的责任。因性能缺陷而违反义务的保证和由此产生的责任应排除在外，特别是关于不正确使用、不适当储存条件的后果，以及化学、电磁、与我们的产品说明或不同的商定产品规范或我们或制造商提供的产品特定数据表中提供的标准因素不一致的机械或电解影响。上述规定不适用于我方的欺诈、重大过失或故意行为，或人身伤害、生命损失或健康损害、承担担保采购风险或因强制性法定责任理由而产生的责任。

4. We cannot provide any warranty if the Customer has treated or processed or otherwise changed the products we supply under the contract unless this corresponds to the intended use of the products agreed under the contract.
如果客户处理或加工或以其他方式更改了我们根据合同提供的产品，除非这与合同约定的产品的预期用途相对应，否则我们不能提供任何担保。

5. Acceptance of breaches of obligation in the form of material defects shall only be valid when given in writing.
只有以书面形式接受材料缺陷形式的违约行为才有效。

10. Prices/payment terms/objection of uncertainty
价格/付款条件/不确定性异议

1. All prices are understood to be ex works or warehouse, in principle quoted net in RMBs, and excluding packaging for shipment by sea or air, freight, postage and, if transport insurance has been agreed, insurance costs, plus value added tax (if due by law) to be borne by the Customer at the current legally stipulated rate.
所有价格应理解为出厂价或仓库价，原则上以人民币为净报价，不包括海运或空运包装、运费、邮费，如果已就运输保险达成一致，则保险费加上增值税（如果法律规定）应由客户按现行法律规定的费率承担。

2. Where a bank transfer is agreed, the date payment is received by us or credited to our account or the account of the place of payment specified by us shall be deemed to be the payment date.
如果同意银行转账，我们收到付款或将付款记入我们的账户或我们指定的付款地点的账户的日期应视为付款日期。

3. We shall have the right unilaterally to increase the remuneration accordingly where material production costs and/or material costs and/or product procurement costs, wage and ancillary wage costs, social security contributions, energy costs and costs due to environmental charges and/or currency fluctuations and/or changes in customs duties and/or freight rates and/or public charges are increased, if they have a direct or indirect impact

on the manufacturing costs of the goods or procurement costs or costs of our contractually agreed services, and if more than 4 months elapse between conclusion of the contract and delivery. An increase as defined above shall be excluded if the increase in the costs for some or all of the aforementioned factors is offset by a reduction in the costs for other named factors with respect to our overall cost burden for the delivery.
如果材料生产成本和/或材料成本和/或者产品采购成本、工资和辅助工资成本、社会保障缴款、，由于环境费用和/或货币波动和/或关税和/或运费和/或公共费用的变化而产生的能源成本和成本增加，对货物的制造成本或采购成本或我们合同约定服务的成本产生直接或间接影响，如果从订立合同到交货超过 4 个月。如果上述部分或全部因素的成本增加被其他指定因素的成本减少所抵消，则上述增加抵消。

If the aforementioned cost factors are reduced without the reduction in costs being offset by an increase in other aforementioned cost factors, the reduction in costs shall be passed on to the Customer through a price reduction.
如果上述成本因素减少，而成本的减少没有被其他上述成本因素的增加所抵消，则成本的减少应通过降价传递给客户。

4. If we bear the freight charges according to the contract, the Customer shall bear the additional costs arising from increases in freight rates after the contract has been concluded.
如果我方根据合同承担运费，则客户应承担合同签订后因运费上涨而产生的额外费用。

5. The Customer shall have a right of retention or right to offset only with respect to those counter-claims that are not disputed or are legally established.
客户只有对那些没有争议或合法成立的反诉有保留权或抵消权。

6. The Customer may only exercise a right of retention if their counterclaim relates to the same contractual relationship.
只有当客户的反诉涉及同一合同关系时，客户才能行使保留权。

7. Incoming payments shall first be used to repay costs, then interest and finally the principal claims in date order.
收到的款项应首先用于偿还成本，然后是利息，最后是按日期顺序的本金索赔。

8. The Customer shall expressly give their consent to our safeguarding the order through a credit insurer, and express consent shall be given to a possible cession to this credit insurer or its collection department.
客户应明确同意我们通过信用保险公司保护订单，并明确同意可能向该信用保险公司或其收款部门转让。

11. Retention of title, attachment
所有权保留、附件

1. We shall retain title to all goods we deliver (hereinafter referred to collectively as "**goods subject to retention of title**") until all our claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are settled.
我方将保留我方交付的所有货物（以下统称为"保留所有权的货物"）的所有权，直到我方与客户的业务关系下的所有索赔，包括日后签订的合同中产生的索赔得到解决。

2. The Customer shall insure the goods subject to retention of title adequately, in particular against fire and theft. Claims against the insurance arising from a case of damage relating to goods subject to retention of title shall herewith be assigned to us in the value of the goods subject to retention of title.
客户应为保留所有权的货物投保，特别是火灾和盗窃。因与保留所有权货物有关的损坏而引起的保险索赔应按保留所有权货物的价值转让给我方。

3. The Customer is authorised to resell the delivered products in the normal course of business. The Customer is not permitted to make other disposals, especially pledging or assigning the goods as security. If the goods subject to retention of title are not paid for immediately by the third-party purchaser when resold, the Customer shall be

obliged to resell under retention of title only. Authorisation to resell the goods subject to retention of title shall cease to apply automatically if the Customer suspends their payment or defaults in payment to us.
客户有权在正常业务过程中转售交付的产品。客户不得进行其他处置，尤其是将货物作为担保进行质押或转让。如果第三方买方在转售时未立即支付保留所有权的货物，则客户有义务仅在保留所有权的情况下转售。如果客户暂停向我方付款或拖欠付款，则在保留所有权的情况下转售货物的授权将自动停止适用。

4. The Customer shall herewith assign to us all claims including securities and ancillary rights that accrue to the Customer against the end user or third parties from or in connection with the resale of goods subject to retention of title. The Customer may not reach an agreement with their purchasers that excludes or impairs our rights in any way or nullifies the assignment of the claim in advance.
客户应在此向我方转让所有索赔，包括客户因转售保留所有权的商品而对最终用户或第三方产生的证券和附属权利。客户不得与买方达成协议，以任何方式排除或损害我方的权利，或提前取消索赔转让。

5. The Customer shall notify us immediately if they have already assigned claims to third parties arising from the resale of products delivered or to be delivered by us, especially due to factoring with or without recourse, or made other agreements which may impair our current or future security interests in accordance with 10. In the case of factoring with recourse, we shall have the right to rescind the contract and demand the surrender of the products already delivered. This shall also apply to factoring without recourse if, according to the contract with the factor, the Customer cannot freely dispose of the purchase price of the claim.
如果客户已经向第三方转让了因转售我们交付或将交付的产品而产生的索赔，特别是由于有追索权或无追索权的保理，或根据第 10 条达成了可能损害我方当前或未来担保权益的其他协议，则客户应立即通知我们。在有追索权的保理情况下，我们有权解除合同并要求退回已交付的产品。如果根据与保理商签订的合同，客户不能自由处置索赔的购买价格，则这也适用于无追索权的保理。

6. If the value of the securities available to us according to the aforementioned provisions exceeds the secured claims as a whole by more than 10%, we shall be obliged, to release securities at our discretion upon Customer request.
如果根据上述规定，我方可获得的证券价值超过担保债权的 10%以上，且有义务根据客户的要求自行释放证券。

7. In the event of attachment or other intervention by third parties, the Customer shall notify us immediately in writing to enable us to bring an action pursuant. If the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant, the Customer shall be liable for the loss incurred by us.
如果第三方进行扣押或其他干预，客户应立即书面通知我方，使我方能够提起诉讼。如果第三方无法向我方偿还诉讼的司法和法外费用，则客户应对我方造成的损失负责。

12. Exclusion/limitation of liability
责任免除/限制

1. Subject to the following exceptions, we shall not be liable, in particular for claims by the Customer for compensation or reimbursement of expenses, for whatever legal reason, in the case of breach of obligations arising from the contract.
除以下例外情况外，在违反合同义务的情况下，我们不承担责任，特别是客户因任何法律原因提出的赔偿或报销费用的索赔。

2. The above exclusion of liability under 11.1 shall not apply if statutory liability is mandatory, and:
如果法定责任是强制性的，则上述 11.1 项下的责任免除不适用，并且：
   – in the case of our own intentional or grossly negligent breach of obligation or intentional or grossly negligent breach of obligation by legal representatives or vicarious agents;
   如果我们自己故意或严重疏忽违反义务，或法律代表或代理故意或严重过失违反义务；

   – in the case of breach of material contractual obligations; “material contractual obligations” are obligations that protect the legal rights of the customer which have to be granted to the customer under the contract in terms

of subject matter and purpose. Material contractual obligations are also contractual obligations, the fulfilment of which makes the due performance of the contract possible in the first place, and on which the customer normally relies and may expect to rely;
在违反重大合同义务的情况下；“重大合同义务”是指保护客户合法权利的义务，这些义务必须根据合同在标的物和目的方面授予客户。重大合同义务也是合同义务，履行这些义务首先使合同的适当履行成为可能，客户通常依赖并可能期望依赖这些义务；

– in the event of physical injury, loss of life, damage to health, including if this is caused by legal representatives or vicarious agents;
在发生人身伤害、生命损失、健康损害的情况下，包括由法定代表人或代理人造成的情况；

– in the case of default if delivery and/or service by a fixed date has been agreed;
在违约的情况下，如果已约定在固定日期前交付和/或服务；

– where we have provided a guarantee for the quality of our goods or the existence of an outcome of performance, or a procurement risk;
我方已为我方货物的质量或履约结果的存在的采购风险提供担保；

– in the case of liability under other compulsory statutory grounds for liability.
在根据其他强制性法定责任理由承担责任的情况下。

3. If we or our vicarious agents are guilty of only minor negligence and none of the cases specified under 11.2 bullet points 4, 5 and 6 above exist, we shall be liable even in the case of breach of material contractual obligations only for foreseeable damage typical of this type of contract.
如果我方或我方的代理仅犯有轻微过失，且不存在上文第 11.2 条第 4、5 和 6 点规定的任何情况，则即使在违反重大合同义务的情况下，我方也应仅对此类合同中典型的可预见损害承担责任。

4. Our liability shall be limited in amount for each individual case of damage to a maximum liability coverage of the value of the order. This shall not apply if we are responsible for fraudulent intent, intentional or gross negligence, in the case of claims due to physical injury, loss of life or damage to health, and in the case of a claim arising from tort or an expressly assumed guarantee or the assumption of a procurement risk or in cases of higher liability coverage prescribed by law. Any further liability shall be excluded.
我方的赔偿责任应限制在每一个单独的损坏情况下，以订单价值的最大责任范围为限。如果我方对欺诈意图、故意或重大过失负责，在因人身伤害、生命损失或健康损害而提出索赔的情况下，以及在因侵权行为或明确承担的担保或承担采购风险而提出的索赔的情况下，或在法律规定的更高责任范围的情况下。则不承担任何进一步的责任。

5. Exclusion or limitation of liability according to 11.1 to 11.4 above and 11.6 shall apply to the same extent in respect of our bodies, our executive and non-executive employees, our other vicarious agents and our subcontractors.
上述 11.1 至 11.4 和 11.6 的责任免除或限制应同样适用于我方的机构、执行和非执行员工、我方的其他代理和分包商。

6. Claims by the Customer for compensation arising from this contractual relationship may only be asserted within a preclusion period of one year from commencement of the statutory limitation period. This shall not apply if we are responsible for intent or gross negligence, in cases of claims due to physical injury, loss of life or damage to health, and in the case of a claim arising from tort or an expressly assumed guarantee or the assumption of a procurement risk, or where a longer limitation period is mandatory by law.
客户对本合同关系产生的赔偿要求只能在法定时效期开始后一年的排除期内提出。除非在我方对故意或重大过失负责，在因身体伤害、生命损失或健康损害而提出索赔的情况下，以及在因侵权行为或明确承担的担保或承担的采购风险而提出索赔，或在法律规定更长的时效期的情况下。

13. Place of fulfilment/place of jurisdiction/applicable law
履行地/管辖地/适用法律

1. The place of fulfilment for all contractual obligations shall be our company's registered office, unless the place of fulfilment was otherwise agreed in the individual contract.
履行所有合同义务的地点应为我公司的注册办事处，除非个别合同中另有约定。

2. The exclusive place of jurisdiction for all disputes, shall be the location of our company's registered office. We shall also have the right, however, to bring an action against the Customer at their place of general jurisdiction.
所有争议的专属管辖地应为我公司注册办事处。然而，我方也有权在客户的一般管辖地对其提起诉讼。

3. The law of the China shall apply exclusively to all legal relations between the Customer and ourselves, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CSIG).
除《联合国国际货物销售合同公约》（CSIG）外，中国法律仅适用于客户与我们之间的所有法律关系。

14. Incoterms/written form/severability clause/contractual language
国际贸易术语解释通则/书面形式/可分割性条款/合同语言

1. Insofar as trade terms are agreed according to the International Commercial Terms (INCOTERMS), INCOTERMS 2020 shall apply.
如果贸易条款是根据《国际贸易术语解释通则》（INCOTERMS）商定的，则应适用《国际贸易条款解释通则2020》。

2. All agreements, collateral agreements, assurances and contract amendments shall require written form. This shall also apply to the waiving of the requirement for written form itself. This shall not affect the precedence of an individual agreement in written, text or verbal form.
所有协议、附属协议、保证和合同修订均应要求书面形式。这也适用于放弃书面形式本身的要求。这不应影响书面、文本或口头形式的个人协议的优先顺序。

3. Should any provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons relating to the law covering General Terms and Conditions, the statutory provisions shall apply.
如果本合同的任何条款由于与通用条款和条件相关的法律原因而全部或部分无效/无效或不可执行，则应适用法定条款。

4. The contractual language is Chinese or, subject to agreement, English.
合同语言为中文，或根据协议为英语。

B. General Conditions of Assembly
安装通用条件

Application of the General Terms & Conditions of Business. The following conditions apply to the assembly work to be carried out by the Supplier, alongside and in addition to the General Terms & Conditions of Sale and Delivery.
通用商业条款和条件的应用。以下条件适用于供应商进行的组装工作，以及销售和交付的一般条款和条件。

1. Costs of assembly
组装成本

1. Assembly work shall be charged for separately, unless otherwise agreed. The assembly costs shall comprise, in particular, travel costs, daily payment for the working hours of the assembly personnel in accordance with the applicable payment rates of the Supplier, including additional charges for overtime (plus 25%), night work (plus 50%) and work on Sundays and public holidays (plus 100%). Normal working hours are Monday to Friday, 7.30 a.m.

to 4.30 p.m. The agreed payment rates can be found in the order confirmation or quotation.
除非另有约定，否则安装工作应单独收费。组装成本应特别包括差旅费、组装人员根据供应商适用的付款率的每日工作时间付款，包括加班费（加 25%）、夜班费（加 50%）以及周日和公共假日工作费（加 100%）。正常工作时间为周一至周五上午 7:30 至下午 4:30。商定的付款率可在订单确认或报价中找到。

2. Preparation, travel, waiting and journey times shall be regarded and paid for as working time. If installation or commissioning is delayed through no fault of the Supplier, the Customer shall meet all costs for the waiting time and further travel required. Agreed flat-rate prices for assembly do not include surcharges for overtime, night work or work on Sundays and public holidays that may become necessary. These may be charged in addition. The assembly work associated with the installation of the system is deemed to be complete when test commissioning takes place.
准备、差旅、等待和差旅时间应视为工作时间并支付。如果安装或调试并非由于供应商的过错而延迟，客户应承担等待时间和所需的进一步差旅的所有费用。商定的集会统一价格不包括加班费、夜间工作费或周日和公共假日可能需要的工作费。这些可能会另外收费。当进行试运行时，与系统安装相关的组装工作被视为完成。

3. The assembly cost is understood to be plus value added tax at the statutory rate and is due for payment on receipt of invoice.
组装成本应理解为按法定税率加上增值税，并应在收到发票后支付。

4. Retention and offsetting against the Supplier's claims is only permissible if the claims are uncontested and legally established. The Customer is only entitled to exercise a right of retention if the counter-claim is based on the same contractual relationship.
只有在索赔无争议且合法成立的情况下，才允许保留和抵消供应商的索赔。只有当反索赔基于相同的合同关系时，客户才有权行使保留权。

2. Obligations of the Customer to cooperate
客户的合作义务

The following conditions shall apply to all assembly and repair work to be carried out by the Supplier:
以下条件应适用于供应商进行的所有组装和维修工作：

1. Unless otherwise agreed, the Customer shall meet the costs of and make prompt arrangements for:
除非另有约定，否则客户应承担以下费用并及时做出安排：
   a. Provision of the necessary technical/auxiliary staff (metalworkers, electricians, specialist fitters and other technical staff, assistants) in the numbers required for assembly and for the time required; the technical/auxiliary staff shall follow the instructions of the assembly foreman. The Supplier cannot accept any liability for the work carried out by the technical/auxiliary staff provided.
   提供必要的技术/辅助人员（金属工人、电工、专业安装工和其他技术人员、助理），数量和时间符合组装要求；技术/辅助人员应遵循安装工头的指示。供应商对所提供的技术/辅助人员的工作不承担任何责任。
   b. All groundworks, construction, bedding and scaffolding work, the necessary breaking and demolition work and the carpentry work. The necessary construction materials and provision of cranes and scaffolding are included. All electrical connections and wiring shall be completed in accordance with the Supplier's instructions.
   所有地面工程、施工、垫层和脚手架工程、必要的破碎和拆除工程以及木工工程。包括必要的施工材料以及起重机和脚手架的供应。所有电气连接和布线应按照供应商的说明完成。
   c. The equipment required for assembly and commissioning, such as lifting equipment, bottled gas, bottled oxygen and other essential items and materials.
   组装和调试所需的设备，如起重设备、瓶装气体、瓶装氧气和其他必需品和材料。
   d. Heating, lighting, water, electricity, compressed air, including the connections required up to the site.
   供暖、照明、水、电、压缩空气，包括到达现场所需的连接。
   e. Lockable rooms of sufficient size to store the machine parts, materials and tools. Also rest rooms with washing

and toilet facilities for the fitters.
足够大的可上锁房间，用于存放机器零件、材料和工具。还为安装工提供带洗涤和厕所设施的休息室。

f. Insurance cover for materials and tools against theft and damage of all types.
材料和工具的各种类型的盗窃和损坏保险。

2. Before assembly begins, access routes and the installation location must be cleared and all other preparatory work completed, and the foundation must have sufficient load-bearing capacity. The supplied parts must be on site; in particular, the technical support staff of the Customer shall ensure that assembly work can begin as soon as the assembly personnel arrive and continue without delay until acceptance by the Customer can be completed.
组装开始前，必须清理通道和安装位置，并完成所有其他准备工作，基础必须具有足够的承载能力。供应的零件必须在现场；客户的技术支持人员应确保组装工作在组装人员到达后立即开始，并毫不拖延地继续进行，直到客户完成验收。

3. If assembly or commissioning on site is delayed through no fault of the Supplier, all costs for the waiting time and repeated journeys shall be met by the Customer.
如果不是由于供应商的原因导致现场组装或调试延迟，等待的时间和重复行程的费用应由客户承担。

4. Additional and special work required by the Customer must be confirmed in writing by the Supplier and its costs shall be met by the Customer.
客户要求的额外和特殊工作必须得到供应商的书面确认，其费用应由客户承担。

5. Technical/auxiliary staff provided by the Customer shall be paid by the latter, including any welfare payments due (health insurance, professional associations, etc.).
客户提供的技术/辅助人员应由后者支付，包括任何到期的福利金（健康保险、专业协会等）。

6. The Supplier's fitters are not authorised to give binding undertakings, in particular concerning warranty issues.
供应商的安装工无权做出具有约束力的承诺，尤其是在保修问题上。

3. Acceptance
验收

1. The Customer is obliged to accept the assembly work as soon as they are notified of its completion and any contractually agreed testing of the assembled item supplied has taken place. If the assembly work proves not to comply with the contract and/or to be defective, the Supplier shall meet its warranty or liability obligations in accordance with sections V. and VI. This shall not apply if supplementary performance is only possible at disproportionate cost or is the result of a circumstance for which the Customer is responsible. If there is a minor defect, the Customer may not refuse acceptance if the Supplier expressly accepts its obligation to rectify the defect.
客户有义务在收到组装工作完成的通知后立即接受组装验收工作，并且对所提供的组装项目进行任何合同约定的测试。如果组装工作证明不符合合同规定和/或存在缺陷，参照第 4，5 两点内容，如果由客户负责的情况造成的问题，则此项规定不适用。如果存在轻微缺陷，且供应商明确接受其纠正缺陷的义务，客户不得拒绝接受。

2. If acceptance is delayed through no fault of the Supplier, acceptance shall be deemed to have been given two weeks after notification of completion of the assembly work.
如果验收不是由于供应商的过错而延迟，则视为在组装工作完成通知后两周内进行了验收。

3. On acceptance, liability for recognisable defects comes to an end, unless the Customer has reserved the right to assert a claim for a specific defect.
验收后，可识别缺陷的责任终止，除非客户保留对特定缺陷提出索赔的权利。

4. Claims for defects

缺陷索赔

1. Following acceptance of the assembly work, the Contractor shall be liable for defects in assembly in accordance with the statutory provisions, with the exception of the following regulations.
组装工作验收合格后，除下列规定外，承包商应按照法定规定对组装中的缺陷负责。
The Customer shall notify the Contractor of any defect identified immediately and in writing and set an appropriate period in which to rectify the defect.
客户应立即以书面形式将发现的任何缺陷通知承包商，并设定适当的整改期限。

2. Only in urgent cases in which operational safety is at risk or to prevent disproportionate additional damage, in which case the Contractor shall be notified immediately, or if the Contractor, taking account of the statutory exceptions, has allowed an appropriate period set for it to rectify the defect to pass without having done so, does the Customer have the right within the statutory provisions to rectify the defect themselves or to arrange for this to be done by a third party and to demand reimbursement of the costs from the Supplier.
当面临重大操作安全风险或为了防止额外损害的紧急情况时，客户应立即通知承包商。上述以及承包商考虑到的特殊情况下，允许客户在未通知承包商的情况下在法律规定范围内自行纠正缺陷，或安排第三方纠正缺陷，并要求承包商偿还费用。

3. The Contractor shall meet the costs incurred directly by rectification of the defect, provided that it transpires that the complaint is legitimate, together with the costs for the replacement part, including shipping. It shall also bear the costs of disassembly and installation, and the costs of provision of any fitters and auxiliary staff required, plus travel costs.
承包商应承担纠正缺陷直接产生的费用，前提是投诉是合法的，以及更换零件的费用，包括运输费用。它还应承担拆卸和安装的费用，以及提供所需安装工和辅助人员的费用，加上差旅费。

4. Further claims are regulated exclusively by hereof of these Conditions.
其他权利要求仅受本文的规定。

5. Liability of the Contractor, exclusion of liability
承包商的责任，责任免除

1. If the Supplier is responsible for parts of the item supplied being damaged, the Supplier shall repair them or replace them, at its discretion.
如果供应商对所供物品的部件损坏负责，供应商应自行决定修理或更换。

2. The Contractor shall accept unlimited liability for other damage that does not occur to the item itself resulting from physical injury, loss of life or damage to health because of a negligent or intentional breach of obligation on the part of the Contractor or an intentional or negligent breach of obligation by one of its legal representatives or vicarious agents.
对于因承包商疏忽或故意违反义务或其法定代表人或代理故意或疏忽违反义务而导致的人身伤害、生命损失或健康损害，承包商应对项目本身未发生的其他损害承担无限责任。
The Contractor shall also accept unlimited liability for other damage that results from a grossly negligent breach of obligation on the part of the Contractor or an intentional or grossly negligent breach of obligation by one of its legal representatives or vicarious agents.
承包商还应承担因承包商严重过失违反义务或其法定代表人或代理故意或严重疏忽违反义务而造成的其他损害的无限责任。
The Contractor shall also accept liability in cases where it is legally mandatory to do so.
承包商还应在法律强制要求的情况下承担责任。
In other cases of material damage and damage to assets caused by negligence, the Contractor shall accept liability, including for its legal representatives and vicarious agents, only in the event of a breach of a material contractual obligation; material contractual obligations are those on the fulfilment of which the contract is based and the

Customer may expect to rely.
在其他因疏忽造成的重大损失和资产损失的情况下，承包商应承担责任，包括其法定代表人和代理，仅在违反重大合同义务的情况下承担责任；
In the case of liability for material contractual obligations, the damage is limited in amount to foreseeable damage typical of this type of contract when the contract was concluded.
重大合同义务是指合同所依据的、客户可能期望依赖的义务。在对重大合同义务承担责任的情况下，损害的金额仅限于订立合同时这类合同中典型的可预见损害。
Otherwise liability is excluded, whatever the legal grounds; the provisions above also apply to claims based on culpability on conclusion of contract.
否则，无论法律依据如何，责任均被排除在外；上述规定也适用于在订立合同时基于罪责提出的索赔。

6. Limitation period
时效期限

The statutory limitation periods shall apply to compensation claims under section V., including if the Contractor carries out the work on a building and causes damage to the building as a result.
法定时效期应适用于第五条下的赔偿要求，包括承包商在建筑物上进行工程并因此对建筑物造成损坏的情况。
Other claims by the Customer, whatever the legal grounds, shall expire in 12 months.
客户的其他索赔，无论法律依据如何，应在 12 个月后到期。

7. Customer's compensation obligation
客户的赔偿义务

If during the Supplier's assembly work the equipment or tools provided by it are damaged on the Customer's premises through no fault of the Supplier or if they are lost through no fault of the Supplier, the Customer is obliged to compensate for this damage. Damage that results from normal wear cannot be considered.
如果在供应商的安装工作中，其提供的设备或工具在客户的场地上非供应商的过错而损坏，或者非供应商过错而丢失，客户有义务赔偿此类损坏。不考虑正常磨损造成的损坏。

8. Miscellaneous
其它

1. The law of the China shall apply exclusively to all legal relations between the Supplier and the Customer.
   中国法律仅适用于供应商和客户之间的所有法律关系。

2. The place of performance is the Supplier's registered office. The place of jurisdiction is the court with jurisdiction over the Supplier's registered office. However, the Supplier is entitled to take legal action at the location of the Customer's main office.
   履约地点为供应商的注册办事处。管辖地为对供应商注册办事处具有管辖权的法院。但是，供应商有权在客户主办公室所在地采取法律行动。

3. All agreements between the Supplier and the Customer shall be made in writing. Written form shall also apply to all changes and/or ancillary agreements before or after conclusion of the contract.
   供应商与客户之间的所有协议均应以书面形式订立。书面形式也适用于合同签订之前或之后的所有变更和/或附属协议。

4. If individual provisions are invalid, the rest of the contract shall remain valid; the invalid provision shall be replaced

by a provision that comes as close as possible to the original commercial intention.
个别条款无效的，合同其余部分继续有效；无效条款应替换为尽可能接近最初商业意图的条款。