

General Terms of Sale 通用销售条款

Section 1 - General 一般规定

1.1 All articles and services supplied by companies in the Voith Group with registered offices in China (hereinafter referred to individually and collectively as the „Seller“) shall be subject to these General Terms of Sale and to any separate contractual agreements. Any differing terms and conditions of purchase of the purchaser shall not become part of the contract either when an order is accepted or if they are not objected to.

福伊特集团在中国注册办公地的公司（以下分别和统称为“卖方”）供应的所有货物和服务均应适用于本通用销售条款和任何另行签订的合同约定。即使订单被卖方接受或未提出异议，与之相违背的买方的采购条款不得成为合同的一部分。

1.2 If there is no separate agreement, a contract shall be concluded when the Seller issues his written confirmation of the order. Written form shall also include confirmations sent in textform by datatransfer (e.g. e-mail), electronic signature via signature programs such as DocuSign, AdobeSign, ESign or fax.

如果没有单独的协议，则当卖方对订单发出书面确认时，合同成立。书面形式还应包括通过数据传输发送的文本形式确认（例如电子邮件）和通过诸如 DocuSign、AdobeSign、e 签宝等签名程序的电子签名或传真。

1.3 If clauses customary in the trade are agreed, the rules on interpretation of them as defined in the latest version of Incoterms shall apply, unless otherwise specified in the following.

如达成贸易惯例条款，则应适用最新版本的《国际贸易术语解释通则》对其的解释规则，除非下文另有规定。

1.4 Documents, such as illustrations, drawings and information on dimensions and performance shall only be approximately authoritative and are not considered to be warranted characteristics or guarantees, unless they are expressly designated as binding.

说明、图纸等资料和尺寸和性能信息，仅为大致参考，除非明确指明具有约束力，否则不应被视为质量保证或担保。

1.5 The Seller reserves ownership of and copyrights to samples, cost estimates, drawings and the like, and to information embodied in a tangible or intangible manner, including in electronic form. This information shall be used only for contractual purposes and shall not be edited, reproduced, or made available to a third party without the consent of the Seller. The Seller shall make documents designated as confidential by the purchaser available to a third party only with the consent of the purchaser.

卖方保留对样品、成本估算、图纸等，以及以有形或无形方式（包括电子形式）体现的信息的所有权和著作权。这些信息应仅用于合同目的，未经卖方同意，不得进行编辑、复制或向第三方提供。只有在买方同意的情况下，卖方可向第三方披露买方指定为保密的文件。

Section 2 - Prices and payment 价格和付款

2.1 Unless otherwise agreed, the prices shall not be deemed to be fixed prices. For services ordered by the purchaser, which are not covered by the original order, there is a right to additional, appropriate remuneration. Unless agreed separately, the prices shall be ex works of the Seller and shall include loading at the works, but not include insurance costs, packaging, unloading and all other auxiliary costs. Value-added tax shall be added to the prices at the respective statutory rate.

除非另有约定，合同价格不应被视为固定价格。对于买方所订购的不属于原始订单范围的服务，卖方有权要求额外的、适当的报酬。除非另有约定，合同价格应为卖方工厂交货价，并应包括在工厂的装载费，但不包括保险费、包装费、卸货费和其他其他辅助费用。增值税应按相应的法定税率计入价格。

2.2 The Seller shall be entitled to adjust the contractually agreed price if changes in the amount of at least 1.5 % have occurred with regard to (i) the wage costs by law, regulation, collective agreement, company agreements or (ii) other cost factors necessary for the performance of the service such as procurement costs of the materials used, e.g. due to changes in the national or world market prices for raw materials, exchange rates since the conclusion of the contract. The adjustment shall be made to the extent that the actual production costs at the time of conclusion of the contract change compared to those at the time of the actual performance of the service. A price adjustment for the period in which the Seller is in default through his own fault is excluded.

如果：（i）法律、法规、集体协议、公司协议规定的工资成本；（ii）履行服务所必需的其他成本因素，如所用材料的采购成本，例如自合同签订后由于国内或国际原材料市场价格、汇率的变化；发生至少 1.5% 的变化，卖方有权调整合同约定价格。合同价格的调整应以签订合同时的实际成本与实际履行服务时的成本相比发生的变化为限。卖方因自身过错造成违约期间的价格调整除外。

2.3 Costs for travel, daily and overnight allowances are charged separately. Travel times are considered as working hours.

差旅费、每日和过夜津贴另计。差旅时间视为工作时间。

2.4 Unless separately agreed, payments shall be made without deduction to the Seller's account, namely:

- a down-payment of one third of the price when the order is placed,
- one third of the price payable when half the delivery period expires,
- the remainder payable upon delivery or upon notification of readiness for shipment if delivery is not possible immediately after completion for reasons for which the Seller is not responsible.

除非另有约定，价款应无扣除地支付至卖方账户，即：

- 下单时，支付合同价格的三分之一作为预付款；
- 交货期限过半时，支付合同价格的三分之一；
- 余款应在交货时或通知准备发货时（如果非因卖方原因导致不能立即交货）支付。

2.5 Unless otherwise specified in the acknowledgement of order, payments shall be due net (without deduction) within 30 days of the invoice date. If the purchaser exceeds the term for a payment, liquidated damage shall be charged on the account receivable with increase by 95% of the loan rate promulgated by the loan prime rate (LPR) for one-year loan published by the National Interbank Funding Center as authorized by the People's Bank of China for the corresponding period.

除非订单确认中另有约定，价款应于发票开具日后 30 天内付清（不扣减）。如买方超出付款期限的，卖方有权按照中国人民银行授权全国银行间同业拆借中心公布的一年期贷款市场报价利率（LPR）为基础，上浮 95%，就应收账款收取违约金。

2.6 The purchaser shall be entitled to withhold payment or offset his counterclaims only if they have been ruled on finally or have been acknowledged by the Seller.

买方仅在已经最终裁定或卖方已经认可的情况下，有权扣留款项或抵销其提出的反诉。

Section 3 – Cooperation obligations of the Purchaser

买方的配合义务

3.1 The purchaser shall perform all duties to cooperate vis-à-vis the Seller in such a timely manner that the Seller can deliver or perform in due time.

买方应及时履行与卖方相关的所有配合义务，以使卖方能够按

时交货或履行。

- 3.2 Unless otherwise agreed, the purchaser shall be responsible for obtaining the required permits at its own expense.
除非另有约定，买方应负责自费取得所需的许可。
- 3.3 To the extent requested by Seller, purchaser shall make available to Seller, free of charge and for the time of performance, lockable, closed rooms not accessible to third parties for the stay of Seller's employees and for the storage of tools and materials.
在卖方要求的范围内，买方应在履行期间向卖方免费提供不对第三方开放的可上锁的、封闭的房间，以供卖方雇员停留、存放工具和材料。

Section 4 - Delivery period, delay in delivery, force majeure 交货期限、交货延迟、不可抗力

- 4.1 The delivery period shall be as agreed by the parties. To allow it to commence and to be observed by the Seller, all commercial and technical questions must first be clarified, and the purchaser must have fulfilled all his obligations, such as furnishing of the necessary official certificates or approvals or making of a down-payment.
If this is not the case, the delivery period shall be extended commensurately. This shall not apply if the Seller is responsible for the delay.
交货期限应由双方约定。为使交货期限开始并由卖方遵守，买方必须首先澄清所有的商业和技术问题，并已履行其所有义务，如提供必要的官方证明或批准或支付预付款。
否则，交货期限应相应延长。但这不适用于卖方原因导致延迟的情形。
- 4.2 The delivery period shall be deemed to have been observed if the article to be supplied is ready for shipment or the services are indicated ready for acceptance by the time the delivery period expires. If acceptance is contractually required, the contractually specified acceptance deadline, or alternatively the time at which notification of readiness for acceptance is given, shall be binding, except in the case where the purchaser justifiably refuses acceptance.
如果交货期限届满时，所供货物已备妥待装或服务已标识为可供验收，则应视为交货期限已得到遵守。如果合同要求验收，则合同约定的验收期限或另外通知准备验收的时间应具有约束力，但买方有正当理由拒绝验收的情况除外。
- 4.3 If ready for shipment declarations or acceptance of the article to be supplied is delayed for reasons for which the purchaser is responsible or if the purchaser violates other duties of cooperation on his part, the Seller shall be authorised to demand compensation for the losses he has incurred in this regard, including any additional expenses. Without prejudice to further claims, the Seller can otherwise dispose of the article to be supplied after he has set a reasonable period of grace and this has expired without remedy, in particular store the article to be supplied at the risk and expense of the purchaser and/or supply the purchaser within a reasonably extended period.
如果由于买方的原因导致准备装运通知延误或对所供货物的验收延误，或买方违反了其他配合义务，卖方应有权要求买方赔偿由此而产生的损失，包括任何额外费用。在不妨碍进一步索赔权利的情况下，卖方可在设定合理的宽限期且宽限期到期未获补救的情况下，另行处理所供货物，特别是在买方承担风险和费用的情况下对所供货物进行存储和/或在合理延长的期限内供应给买方。
- 4.4 If a failure to observe the delivery period is due to force majeure, such as natural disasters, epidemics, pandemics, war, armed conflicts, civil war, revolution, terrorism, sabotage, cyberattacks, nuclear/reactor accidents, embargo/sanctions or similar restrictions, labour disputes shortage of raw materials, materials, components and means of transport or other events that are outside the Seller's control, the Seller shall be discharged from his performance obligations for the duration of the event and the delivery period shall be extended appropriately. Effects and/or restrictions arising from or in connection with an event of force

majeure (e.g. travel restrictions, border closures, transport restrictions or delays, plant closures, etc.) which make it impossible or unreasonably difficult to comply with the delivery or performance time, shall be deemed to be an force majeure event within the meaning of Section 4.4. The Seller shall inform the purchaser of when such circumstances start and end within a reasonable time after becoming aware of them. If the force majeure event or multiple force majeure events lasts for more than 6 months, the Seller shall also be authorised to terminate the contract. In case of delay - due to force majeure - the purchaser is not entitled to make any monetary claims against the Seller.

如果未能遵守交货期限是由不可抗力造成的，例如自然灾害、疫情、流行病、战争、武装冲突、内战、革命、恐怖主义、蓄意破坏、网络攻击、核事故/反应堆事故、禁运/制裁或类似限制、劳资纠纷、原材料、材料、零部件和运输工具短缺或其他卖方无法控制的事件，卖方应在该事件持续期间被免除义务，且交货期限应相应延长。由于不可抗力事件引起的或与之相关的影响和/或限制（例如旅行限制、边境关闭、运输限制或延误、工厂关闭等），使得遵守交货或履行时间变得不可能或不合理地困难，应被视为 4.4 条款所述的不可抗力事件。卖方应在获悉该等情况后的合理时间内通知买方该等情况的开始和结束时间。如果不可抗力事件或多个不可抗力事件持续时间超过 6 个月，卖方也应有权终止合同。如果因不可抗力导致延误，买方无权向卖方提出任何金钱索赔。

- 4.5 If the Seller is in delay and the purchaser incurs losses as a result, the latter shall be authorised to demand lump-sum compensation for the losses due to such delay. This shall be 0.5% of the value of that part of the overall delivery that cannot be used on time or in accordance with the contract because of the delay, for each full week of the delay but a maximum total amount of 5% of said value.

If the Seller is in delay and the purchaser grants him a reasonable period to perform his obligation – considering the statutory exceptions – and if this period is not observed for reasons for which the Seller is responsible, the purchaser shall be authorised to rescind the contract within the framework of the statutory provisions.

Further claims of the purchaser towards the Seller from delay in delivery shall be excluded.

如果卖方延迟交货并因此给买方造成损失，买方有权要求卖方就该延误造成的损失进行一次性赔偿。延迟时间每满一周，赔偿金额为因延误而无法按时或者依约使用的货物部分价值的 0.5%，但累计总额不得超过上述价值的 5%。如果卖方延迟履行义务，而买方给予卖方一段合理的期限履行其义务（应考虑到法定的例外情形），如果该期限由于卖方原因未能遵守，则买方应有权依法解除合同。但买方就延迟交货对卖方的进一步权利主张应被排除。

Section 5 - Transfer of risk, acceptance, packaging

风险转移、验收、包装

- 5.1 Unless otherwise agreed individually, risk shall pass to the purchaser upon the start of loading of the parts to be supplied at the Seller's works, even if partial deliveries are made or the Seller has assumed other services, such as shipping cost or delivery and installation. Subject to any different agreements, the obligation to load, stow and secure the supplied article safely during transport and unload it is the responsibility of the purchaser and his freight forwarding agent, freight carrier or agent making the collection; he shall also have an obligation to provide and make available at his own expense appropriate securing devices.

除非另有单独约定，风险应当在卖方工厂开始装载所供货物时转移给买方，即使是部分交货或卖方承担了其他服务，例如运输费用或交付和安装。根据任何不同的协议，在运输过程中安全装载、堆放和固定供应货物以及卸载的义务由买方及其货运代理、货运公司或提货代理承担；买方还有义务自费提供并备

齐适当的固定装置。

- 5.2 If acceptance has been agreed, this must be conducted immediately at the agreed time, alternatively after the Seller has given notification that the object is ready for acceptance. The purchaser cannot refuse acceptance due to an insignificant defect, provided the Seller acknowledges his obligation to remedy the defect.

如果双方同意验收，则应在约定的时间立即进行验收，或者在卖方发出货物可以验收的通知后进行验收。如果卖方承认其有义务弥补瑕疵/缺陷，则买方不得以微小瑕疵/缺陷为由拒绝验收。

- 5.3 If shipment or acceptance is delayed or not performed due to circumstances not attributable to the Seller, the risk of accidental loss or accidental deterioration of the article to be supplied shall pass to the purchaser from the day on which notice is given of its readiness for shipment or acceptance. The Seller undertakes to take out insurance requested by the purchaser, such as transport insurance, at the expense of the purchaser. In case of default of acceptance by the purchaser, the Seller shall be entitled to charge a storage fee.

如果因不可归责于卖方的原因而导致装运或验收延迟或无法进行，所供货物的意外灭失或意外毁损的风险应从自发出货物待装运或验收的通知之日起转移至买方。卖方承诺购买买方要求的保险，如运输险，费用由买方承担。如果买方未能验收，卖方有权收取保管费。

- 5.4 Partial deliveries shall be permitted if this is reasonable for the purchaser.

如果对方而言是合理的，部分交货应被允许。

- 5.5 Transport and other packaging shall be taken back at the cost and expense of the purchaser. The place of return of packaging is the Seller's factory gate.

运输和其他包装材料应由买方承担费用收回。包装材料的返还地点是卖方工厂的大门口。

Section 6 - Retention of title, assignment of claims, withdrawal; cancellation, variation, or suspension

所有权保留、索赔转让、撤回；合同解除、变更或暂停履行

- 6.1 The Seller shall retain his title to the supplied article until all claims have been settled, the respective outstanding balances to which the Seller is entitled to as part of the business relationship with the purchaser (overall retention of title). If the destination state of the articles is in China, the Seller shall be entitled to have the retention of ownership registered in the retention of ownership register. If the destination country of the articles is outside China and if the validity of the retention of title in the destination country of the articles requires an entry in a register or a similar procedure, the Seller shall be entitled to have the retention of title registered and take any action required for the validity of the retention of ownership, with the purchaser providing any cooperation required.

卖方应保留其对所供货物的所有权，直到所有索赔得到解决，卖方作为与买方业务关系的一部分所享有的相应未结款项得到支付（所有权的完整保留）。如果货物的目的地是中国，卖方有权在所有权保留登记簿上进行所有权保留登记。如果货物的目的地是中国境外，并且货物的目的地的所有权保留的有效性需要在登记簿上登记或进行类似的程序，卖方有权进行所有权保留登记，并采取确保所有权保留有效性所需的任何行动，买方需提供所需的任何合作。

- 6.2 The purchaser shall be obliged to treat the supplied article subject to retention of title (retained articles) with care; in particular, he shall be obliged at his own expense to insure it adequately against theft, breakage, fire, water, and other damage at the reinstatement value. The Seller shall be authorised to take out this insurance at the expense of the purchaser if the purchaser has demonstrably not taken it out.

买方应有义务谨慎对待已供应的所有权保留的货物（保留所有权的货物）；尤其是，买方应有义务自费按恢复原状的价值为

其充分投保盗窃险、破损险、火险、水险及其他损失保险。如果买方明显未投保，则卖方应有权投保，费用由买方承担。

- 6.3 If the retained articles are combined with other objects such that they become an essential part of another object, the Seller shall obtain co-ownership of the other object. If a new object is produced by combining or processing of the retained articles, the Seller shall always acquire a corresponding right of co-ownership. If the retained articles are combined with other objects such that they become an essential part of another object, the Seller shall obtain co-ownership of the other object. If a new object is produced by combining or processing of the retained articles, the Seller shall always acquire a corresponding right of co-ownership. If the retained articles are combined with other objects such that they become an essential part of another object, the Seller shall obtain co-ownership of the other object. If a new object is produced by combining or processing of the retained articles, the Seller shall always acquire a corresponding right of co-ownership. If the retained articles are combined with other objects such that they become an essential part of another object, the Seller shall obtain co-ownership of the other object. If a new object is produced by combining or processing of the retained articles, the Seller shall always acquire a corresponding right of co-ownership. If the retained articles are combined with other objects such that they become an essential part of another object, the Seller shall obtain co-ownership of the other object. If a new object is produced by combining or processing of the retained articles, the Seller shall always acquire a corresponding right of co-ownership.

- 6.4 The purchaser shall be authorised to resell the retained articles in the normal course of business. If the retained articles that have been supplied or produced in accordance with Section 6.3 are sold, the purchaser hereby assigns the claims against his purchasers from the sale (total sum invoiced including value-added tax) or a corresponding part thereof, along with all secondary rights, to the Seller until the latter's claims have been settled in full. The purchaser is obliged to provide the Seller with a copy of the invoice in respect of the resale without delay.

买方有权在正常的经营过程中转售保留所有权的货物。如果根据第 6.3 条已经供应或生产的保留所有权的货物被出售，买方特此将其对买方的买受人的索赔（含增值税的发票总金额）或其相应部分，连同所有附带的各项权利转让给卖方，直至卖方的全部债权得到完全清偿。买方有义务毫不迟延地向卖方提供转售发票的复印件。

- 6.5 The purchaser shall remain authorised to collect the claim assigned pursuant to Section 6.4; the Seller's authorisation to collect the claim himself shall remain unaffected thereby. The Seller shall not collect the claim if the purchaser meets his payment obligations from the collected amounts, is not in arrears with payment or has not discontinued payment, and an application for instigation of insolvency proceedings, administration of an insolvent estate or similar procedure has not been filed against the purchaser with a view to general execution. If one of the above situations applies, the Seller can demand that the purchaser disclose the claims assigned to the Seller as security and provide all details and documents required to collect them.

买方仍有权根据第 6.4 条收取被转让的债权；但这不影响卖方自行收取债权的权利。如果买方在收取款项后履行了其付款义务，没有拖欠付款或没有停止付款，并且没有以一般执行为目的而向对买方提起破产程序、破产财产管理或类似程序的申请，则卖方不得收取该债权。

如果出现上述情况中的任何一种，卖方可以要求买方披露已转让给卖方的债权作为担保，同时买方应提供收取债权所需的所有细节和文件。

- 6.6 If the purchaser acts in breach of contract, if he is in arrears with payment, the Seller shall be authorised to take back the supplied articles after issuing an unsuccessful warning. This, like any levy of execution on the articles by the Seller, shall not constitute a rescission of the contract by the Seller.

如果买方违约，如买方拖欠付款，卖方有权在发出警告无果后取回所供货物。这类似于卖方对货物强制执行，不得构成卖方对合同的解除。

- 6.7 An application to instigate insolvency proceedings, administration of an insolvent estate or similar procedure with a view to general execution or the rejection of such an application due to insufficient assets, shall authorise the Seller, upon its choice (i) to rescind the contract and otherwise to demand immediate surrender of the supplied article or (ii) to provide further contractual obligations conditional upon advance payment-performance. The choice of the latter does not bar the remedy of the Seller to rescind the contract later.

以一般执行为目的而启动破产程序、破产财产管理或类似程序的申请，或因资产不足而被驳回该等申请，应授权卖方根据其

选择 (i) 解除合同并要求立即归还所供应的货物或 (ii) 提供以履行预付款为条件的进一步合同义务。选择后者并不妨碍卖方事后采取解除合同的救济。

6.8 In the event of variation or suspension, the purchaser shall compensate the Seller for any applicable costs arising which will be advised after notification of the variation or suspension. 如果买方变更或暂停履行合同的, 买方需要赔偿卖方主张的由此产生的任何合理的费用。

6.9 In the event of cancellation, the purchaser of customized articles or parts shall compensate the Seller for the cumulative cancellation costs incurred dependent upon the milestone reached in the table below:

如果买方解除定制货物或定制零部件的合同, 买方需要按照下表所列的里程碑赔偿卖方累计产生的合同解除费用:

Elapsed Contract Lead Time 已经过去的“订货至交货时间”	Cancellation Cost (as % of Contract Value) 解除费用 (根据合同金额的百分比)
0%-9%	10%
10%-19%	18%
20%-29%	30%
30%-39%	48%
40%-49%	62%
50%-59%	72%
60%-69%	80%
70%-79%	88%
80%-89%	95%
90%-100%	100%

6.10 In the event of cancellation, the Purchaser of non-customized articles or parts shall compensate the Seller fair and reasonable costs for work-in-progress at the time of termination.

如果买方解除非定制货物或非定制零部件的合同, 买方需要赔偿卖方在制货物或零部件所产生的公平合理费用 (截至合同解除时)。

Section 7 - Liability for defects 瑕疵/缺陷责任

The Seller shall be liable for defects and legal imperfections in title to the exclusion of further claims – subject to Section 8 – as follows:

以第 8 条规定为限, 卖方应对所有权上的瑕疵/缺陷和法律瑕疵/缺陷负责, 但排除进一步的权利要求, 具体如下:

7.1 Material defects 重大瑕疵/缺陷

7.1.1 Details given by the Seller about the properties of the article to be supplied are the result of his measurements and calculations and shall be the article's agreed nature, but not its warranted qualities or guarantees within the meaning of applicable law. 卖方提供的所供货物的性能的具体说明是其测量和计算的结果, 应构成该货物约定的性质, 而非其在适用法律意义上的质量保证或担保。

7.1.2 The purchaser can assert claims due to a material defect only if he has properly fulfilled his obligations to examine the supplied article and to give notice of defects in accordance with applicable law and Section 7.1.3 below. Notices of defects and complaints of any kind are to be given in writing by entrepreneurial customers to the Seller within the statutory period, with as exact a description of the defect as possible and an indication of the possible causes, otherwise the warranty claims will be forfeited. If no complaint is made, the article shall be deemed to have been approved.

买方只有在适当地履行了根据适用法律和下述第 7.1.3 条所述检查所供货物并通知瑕疵/缺陷义务的情况下, 方可提出重大瑕疵/缺陷索赔。商业客户应在法定期限内以书面形式向卖方发出任何种类的瑕疵/缺陷通知和投诉, 并尽可能准确地描述瑕疵/缺陷并指出可能的原因, 否则质保索赔权利将丧失。如果未提出投诉, 该货物应被视为已获认可。

7.1.3 All parts that prove to be defective as a result of circumstances before the transfer risk shall, at the discretion of the Seller, be

repaired or resupplied free of charge. Such defects shall be reported to the Seller clearly and in writing as soon as they are discovered. Replaced parts shall become the property of the Seller.

对于风险转移之前被证明存在瑕疵/缺陷的所有部件, 应由卖方自行决定免费修理或更换。该等瑕疵/缺陷一经发现, 应立即以书面形式明确地告知卖方。更换的部件应成为卖方财产。

7.1.4 The purchaser must prove that the defect was already present at the time of transfer of risk.

买方必须证明该等瑕疵/缺陷在风险转移时已经存在。

7.1.5 The Seller's liability for material defects in essential third-party products, which are an integral part or accessories of the supplied articles, shall be limited to assignment of the claims for material defects of the Seller against his supplier. If the assigned claims for material defects are not settled, the claims of the purchaser against the Seller due to material defects shall be revived.

对于第三方生产的, 且构成供应货物的组成部分的重大瑕疵/缺陷, 卖方的责任仅限于转让其对供应商重大瑕疵/缺陷的索赔权。如果转让重大瑕疵/缺陷索赔未得到解决, 买方对卖方的重大瑕疵/缺陷的索赔应予恢复。

7.1.6 Following agreement with the Seller, the purchaser shall give the Seller the required time and opportunity to make all the repairs and to supply such replacements as the Seller deems necessary; otherwise, the Seller shall be discharged from liability for the resultant consequences. The purchaser shall have the right to rectify the defect himself or have it rectified by a third party and demand compensation for his necessary expenses from the Seller only in urgent cases of risk to safety; the Seller shall be informed immediately thereof.

在与卖方协商一致后, 买方应给予卖方必要的时间和机会进行所有修理和提供卖方认为必要的更换; 否则, 卖方将无须对由此产生的后果承担任何责任。仅在危及安全的紧急情况下, 买方才有权自行或委托第三方修复瑕疵/缺陷, 并要求卖方承担其必要支出; 在此情况下, 买方应立即通知卖方。

7.1.7 Of the direct costs incurred because of repair or delivery of a replacement, the Seller shall – provided the complaint proves to be justified – bear the costs of the repair work and/or the replacement item (material- and workmanship costs), including the cost of shipping it to the place of performance. The Seller shall also bear the reasonable costs of removing the defective part supplied and the costs of installing the replacement article, if installation of the part that later became defective was originally part of the contract due from the Seller. The acceptance of further costs incurred by the Seller in connection with rectification or replacement delivery shall be expressly excluded.

对于修理或更换而产生的直接费用, 若相关投诉被证实为正当合理, 卖方应承担修理和/或更换货物的费用 (材料和工艺费用), 包括将其运至履行地的费用。如果安装后来发现有瑕疵/缺陷的部件原本是卖方根据合同应提供的服务的一部分, 则卖方还应承担移除该有瑕疵/缺陷部件的合理成本以及安装替代物品的成本。明确排除卖方接受与纠正或替代交付有关的进一步成本的可能性。

7.1.8 Within the framework of the statutory provisions, the purchaser shall have the right to rescind the contract if the Seller fails to remedy a material defect by a reasonable period of time set for him to repair the article or supply a replacement where non-compliance within the additional period is due to circumstances which can be attributed to the Seller but not in cases of force majeure or similar instances. If the defect is only insignificant and the Seller has failed to remedy the defect by a reasonable period of time set for him to repair the article or supply a replacement, the purchaser shall merely have a right to a reduction in the contractual price.

在法律规定的框架下, 如果卖方未能在为其设定的合理期限内修复货物或提供替换件以纠正重大缺陷, 且在额外期限内的非

履行是由于可归责于卖方的情形而非不可抗力或类似情形，则买方有权解除合同。如果是轻微瑕疵/缺陷，且卖方在给定的修理该货物或提供替换件的合理期限内未能弥补该瑕疵/缺陷，则买方仅有权要求减少合同价格。

7.1.9 The Seller shall not be liable for defects that are attributable to measures or designs expressly demanded by the purchaser or that occur in materials or products which have been provided by the purchaser or whose use the purchaser has expressly demanded contrary to the Seller's advice. In particular, no liability shall be assumed in the following cases:

Unsuitable or improper use or incorrect installation or commissioning by the purchaser or a third party; failure to use original parts and materials; normal wear and tear; incorrect or negligent handling; improper maintenance; unsuitable operating supplies; faulty construction work; unsuitable subsoil; failure to back up or inadequate backing up of data by the purchaser; failure to check or inadequate checking of programs and data for computer viruses (as defined in Section 10.3) by the purchaser; unusual effects of any kind (e.g. vibrations from other assemblies, ingress of foreign matter); corrosion (e.g. through halogens); chemical, electrochemical or electrical influences – unless the Seller is to blame for them; violation by the purchaser of the obligations described in Section 7.2.4.

对于因买方明确要求所采取的措施或采用设计而导致的瑕疵/缺陷，或买方提供材料或产品存在瑕疵/缺陷，或买方不顾卖方的建议而特别要求使用的情况，卖方不承担任何责任。尤其是，卖方对于以下情况不承担责任：

买方或第三方不当或不正确使用或不正确安装或调试；未使用原装部件和材料；正常磨损；操作错误或疏忽；不当的维护；不当操作供应物；施工不当；地基不适宜；买方未备份数据或备份不充分；买方未对程序和数据进行计算机病毒（如第 10.3 条所定义）检查或检查不充分；任何类型的异常影响（如其他组件产生的振动、异物进入）；腐蚀（如通过卤素化学品）；化学、电化学或电气影响，除非前述各项是因卖方过错所致；买方违反第 7.2.4 条所述义务的情况。

7.1.10 If the purchaser or a third party carries out repairs improperly, the Seller shall not be liable for the resultant consequences.

The same shall apply to changes to the supplied article that have been made without the prior consent of the Seller.

如果买方或第三方进行了不当的修理，卖方对由此产生的后果不承担责任。这同样适用于在未经卖方事先同意而对供应货物进行改动的情况。

7.1.11 The ownership of those articles complained about shall pass back to the purchaser. The purchaser shall be obliged to return the defective part at its cost and expense to the Seller at the request of the Seller.

被投诉的这些缺陷货物的所有权应转回给买方。买方应在卖方的要求下，自费将瑕疵/缺陷部分退还给卖方。

7.1.12 Subject to Section 9.2, the above warranty provisions shall apply accordingly to rectification of defects.

在遵守第 9.2 条的前提下，上述保证条款应相应地适用于对瑕疵/缺陷的修复。

7.2 Legal imperfections in title; Export control 所有权方面的法律瑕疵；出口管制

7.2.1 If use of the supplied article results in the infringement of industry property rights such as patents or copyrights of third parties, the Seller shall in principle and at his own expense obtain the right for the purchaser to continue using it or modify the supplied article in a way that the purchaser can reasonably be expected to accept so that the property right is no longer infringed.

If this is not economically feasible or not possible within a reasonable period, the purchaser shall be authorised to rescind the contract. If said conditions exist, the Seller shall also have the right to rescind the contract.

Moreover, the Seller shall – if he is to blame – indemnify the purchaser against claims of the owner of the property rights that

are undisputed or have been ruled on finally and conclusively.

如果使用供应货物导致了第三方工业产权（如专利或著作权）的侵犯，卖方原则上应自行行为买方获得继续使用该货物的权利，或改动供应货物以消除侵权行为，但改动幅度应在买方可以合理接受的范围之内。

如在合理的经济状态下不可能采取上述措施或在合理期限内不可行，买方应有权解除合同。如果上述情况存在，卖方亦有权解除合同。

此外，如果卖方有过错，卖方应就相应权利持有人提出的无异议或已终局且确定的裁决向买方作出赔偿。

7.2.2 Subject to Section 8, the Seller's obligations specified in Section 7.2.1 shall be final in relation to the infringement of proprietary rights or copyrights.

These obligations shall exist only if

- the purchaser informs the Seller as soon as infringements of proprietary rights or copyrights are claimed,
- the purchaser assists the Seller to a reasonable extent in defending against the claims or enables the Seller to make the modifications as stated in Section 7.2.1,
- the Seller retains the right to undertake all defensive measures, including out-of-court settlement,
- the legal imperfection in title is not attributable to an instruction by the purchaser or to the fact that the infringement only occurred as a result of combination of the supplied article by the purchaser with products or deliveries outside the Seller's scope of supply, and
- the infringement has not been caused by the fact that the purchaser has modified the supplied article on his own or used it in a way not in conformity with the contract.

在遵守第 8 条的前提下，第 7.2.1 款项下关于卖方对于其侵犯工业产权或著作权所承担责任的规定为终局规定。

卖方承担上述责任的前提如下：

- 买方立即通知了卖方该等产权或著作权的侵权事项；
- 买方在合理范围内协助卖方向针对发生的权利主张进行辩护和/或使卖方能够采取第 7.2.1 款所述的改动措施；
- 卖方有权决定一切辩护行动，包括庭外和解；
- 所有权上的法律瑕疵并不是由于买方的指示或侵权是由于买方将所提供的产品与卖方供应范围之外的产品或交付的货物结合在一起而发生的，且
- 侵权并非由于买方自行修改供应货物或以不符合合同规定的方式使用所提供的货物而造成的。

7.2.3 The Seller does not warrant that the end products manufactured on the supplied article, including the manufacturing process used, are free of third-party property rights.

卖方不保证在所供货物上生产的最终产品，包括使用的制造过程，不侵犯第三方知识产权。

7.2.4 If the purchaser intends to export, or transfer the supplied article to the Russian Federation, Belarus, or any country or territory against which the United Nations, the European Union or the United States of America or the country in which the Seller has its principle place of business ("Seller's Country") has imposed or implemented an embargo or any other export or re-export restrictions or intends to use the supplied article in or for such country or territory, the purchaser shall notify the Seller of the same in writing before the contract between the Seller and the purchaser is entered into. The same applies to (i) the transit of the supplied article through a country or territory against which the United Nations, the European Union or the United States of America have imposed restrictions on the transit of goods and/or (ii) if and to the extent any intellectual property rights or trade secrets or granting rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret ("IP Rights") are sold, licensed or transferred in any other way, provided the purchaser intends to use such IP Rights for items which are intended for sale, supply, transfer or export, directly or indirectly, to the Russia Federation or for use in

the Russian Federation or (to the extent sublicensing is permitted) to sublicense such IP Rights. If the purchaser adopts such an intention after the contract is entered into, such export, transfer, transit, or use shall be subject to the Seller's prior written approval. Notwithstanding anything to the foregoing, the purchaser represents and warrants that it will comply (i) with all EU, UN and Seller's Country's export control regulations including embargoes and other sanctions and (ii) with all other foreign export control regulations including embargos and other sanctions provided that, the EU, the UN or the Seller's Country have enacted similar regulations, embargos or other sanctions targeting the same countries. If the supplied article is resold by the purchaser, the purchaser shall (i) enter into agreements to ensure that the obligations set forth in this section are transferred through to the entire delivery chain and to the final customer ultimately holding the supplied article, and (ii) reasonable monitor the compliance. In the event of a violation of the obligations set forth in this Section 7.2.4, the Seller shall be entitled to terminate the contract with immediate effect and to claim damages and indemnification.

如果买方计划将供应货物出口或转移至俄罗斯联邦，白俄罗斯或联合国、欧盟或美利坚合众国或卖方主要营业地所在国家（“卖方国家”）已实施或执行了禁运或任何其他出口或再出口限制的国家或地区，或计划在该等国家或地区或为该等国家或地区使用供应货物，买方应当在其与卖方签订合同前将此事项书面通知卖方。本规定同样适用于（i）供应货物通过联合国、欧盟或美利坚合众国对货物过境施加限制的国家或地区过境，和/或（ii）任何知识产权或商业秘密或授权访问或重新使用受知识产权保护或作为商业秘密保护的任材料或信息的权利（“知识产权”）被出售、许可或以其他方式转让，但前提是，买方计划将该等知识产权用于旨在直接或间接地向俄罗斯联邦销售、供应、转让或出口的货物或在俄罗斯联邦使用的货物或（在允许分许可的范围内）分许可该等知识产权。如果买方在合同签订后产生此意向，此类出口、转让、过境或使用应获得卖方的事先书面同意。尽管有上述规定，买方应声明并保证其将遵守（i）所有欧盟、联合国以及卖方国家的出口管制法规，包括禁运和其他制裁措施；和（ii）所有其他外国的出口管制法规，包括禁运和其他制裁措施，前提是欧盟、联合国或卖方国家已经针对相同国家制定了类似的法规、禁运或其他制裁措施。如果买方将供应货物转售，买方应（i）签订协议以确保本条规定的义务转移至整个交付环节并转移至最终持有供应货物的最终客户，且（ii）合理监督遵守情况。如果发生对本第7.2.4款规定的义务的违反，卖方有权立即终止合同并要求赔偿损失和补偿。

Section 8 – Liability 责任

8.1 The Seller shall be liable for damage not caused to the supplied article itself – on whatever legal grounds, including liability for auxiliary personnel and tort – only

- if he has acted with intent,
 - if he has been grossly negligent,
 - in the case of defects, if a mandatory legal liability exists.
- 卖方应仅在以下情况下对非因供应货物本身造成的损害负责，无论基于何种法律理由，包括辅助人员和侵权行为的责任：
- 如果卖方故意为之，
 - 如果卖方是重大过失，
 - 如果供应货物存在缺陷，且存在强制性法律义务。

8.2 To the fullest extent permitted by applicable law, the aggregate liability of the Seller towards the purchaser under the contract, regardless of the cause and whether a claim is based on contract, tort, at law, in equity or otherwise, shall in no event exceed [20%] of the total contract Price.

在适用法律所许可的最大限度内，卖方在本合同下对买方的累计责任（无论责任的产生原因、且无论索赔是否基于合同、侵权、严格责任或其他理由）在任何情况下不应超过本合同总价的[20%]。

8.3 To the fullest extent permitted by applicable law and notwithstanding anything contained to the contrary, Seller shall not be liable to the purchaser for any indirect and/or consequential damages, expenses or losses such as loss of profit, loss of production, business interruption, standstill, loss in investment, loss of interest, failure to make savings, financial loss, and for the loss of data and programmes and their recovery, third party penalty or connected commitments or the like.

无论其他条款是否有任何与之相反的明示或默许规定，在适用法律所许可的最大限度内，卖方不对买方的间接和/或连带损失、费用或亏损（譬如利润损失、生产损失、业务中断、停滞、投资损失、利息损失、未能节省的费用、财物损失、数据和程序的损失及其恢复、第三方罚款、承诺事项或其他类似情况）承担责任。

8.4 Further claims for damages – on whatever legal grounds – shall be excluded. If liability for damages on the part of the Seller is excluded or limited, this shall also apply to personal liability for damages on the part of the Seller's employees.

对于进一步的损害赔偿要求（不论基于何种法律依据）应予以排除。如果卖方的损害赔偿责任被排除或限制的，同样适用于卖方雇员的个人损害赔偿赔偿责任。

Section 9 - Limitation of actions 诉讼时效

9.1 All claims of the purchaser – on whatever legal grounds – and to the fullest extent permitted by applicable law, shall become statute-barred insofar as they are not asserted within 12 months from the due date and the purchaser's knowledge of the infringing party and damage. The statutory periods of limitation shall apply to intent or intent to deceive, culpable injury to life, body or health and claims under the applicable Product Quality Law.

在适用法律所允许的最大范围内，买方的所有权利主张，无论基于何种法律依据，除非买方知晓侵权方和损害之日起 12 个月内提出，否则应丧失法律效力。对于故意或故意欺骗、重大过失导致的生命、身体或健康损害，以及适用的产品质量法下的索赔，应适用法定的时效期限。

9.2 If and to the fullest extent permitted by applicable law, as part of rectification of a defect, the purchaser obtains rights in relation to defects, all defect claims shall become statute-barred 12 months from delivery date. For new rights in relation to defects, all claims arising from these rights shall become statute-barred at the latest 6 months from when the defect was rectified whereby such claims shall exclusively be limited to defects that arise directly in connection with the rectification of the defect.

在适用法律所允许的最大范围内，如果作为瑕疵/缺陷整改的一部分，买方获得了与瑕疵/缺陷相关的权利，所有瑕疵/缺陷主张应当自交付之日起 12 个月到期。对于与瑕疵/缺陷有关的新权利，所有基于这些权利产生的索赔应在瑕疵/缺陷得到补救之日起最多 6 个月失效，此类索赔应仅限于与瑕疵/缺陷补救直接相关的瑕疵/缺陷。

Section 10 - Use of software 软件使用

10.1 If software is supplied, the purchaser shall be granted a non-exclusive right to use it and its documentation. It shall be provided for use on the intended object supplied. The software shall not be used on more than one system.

如果供应软件，买方应获得对该软件以及相关文档的非排他性使用权。软件应用于与之对应的所交付货物，该软件不得在一个以上的系统上使用。

10.2 The purchaser shall reproduce, revise, compile or translate the software or convert it from object code to source code only to the extent permitted by Copyright Law. The purchaser undertakes not to remove manufacturer's data – in particular copyright notices – or to change them without the Seller's prior written consent.

All other rights to the software and documentation, including copies thereof, shall remain with the Seller or the software supplier. Sublicensing of it shall not be permitted.

买方应仅在著作权法允许的范围内复制、修改、编译或翻译该软件，或将该软件从目标码转换为源代码。买方承诺，未经卖方事先书面同意，不得删除或修改制造商的数据，尤其是版权声明。

卖方或软件供应商保留其对软件和文档及副本的一切其他权利，包括拷贝。不允许授权再许可。

- 10.3 Before providing the software to the purchaser, the Seller shall use state-of-the-art, up-to-date protection measures to check it for computer viruses, Trojan horses, virus hoaxes and similar programs, program parts and malicious functions that may result in loss or falsification of data or programs or impairment of systems or parts of them (hereinafter referred to as "computer viruses"). Nevertheless, it is not possible to rule out the risk that the software contains unknown or mutated computer viruses or that such viruses may enter an (operating or control) system of the purchaser later and possibly change or delete program data of the software or other data or programs or impair systems.

在向买方提供软件之前，卖方将使用最新的、最先进的保护措施检查软件，以防止计算机病毒、木马、病毒恶作剧以及可能导致数据丢失或篡改，或系统或其部分功能受损的类似程序、程序部件和恶意功能（以下简称“计算机病毒”）。尽管如此，无法排除软件含有未知或变异的计算机病毒，或这些病毒可能在日后进入买方的（操作或控制）系统，并可能更改或删除软件的程序数据或其他数据或程序，或损害系统的风险。

- 10.4 Consequently, the purchaser himself shall likewise take measures to protect against computer viruses and other destructive data. The purchaser shall be obliged to test whether the supplied software or files are infected with computer viruses before executing the software or opening the files. This shall also apply to software the purchaser wishes to use as part of his (operating or control) systems, where the functionality of the Seller's software may be affected thereby.

因此，买方自身也应采取措施防范计算机病毒和其他破坏性数据。在执行软件或打开文件之前，买方有义务检测所提供的软件或文件是否受到计算机病毒感染。这也适用于买方希望作为其（操作或控制）系统一部分使用的软件，其中卖方软件的功能可能因此受到影响。

- 10.5 The purchaser shall be obliged to back up data himself on a regular basis to prevent loss of it because of computer viruses. If data is lost or manipulated, the Seller shall be liable only for the cost involved in restoring the correct data if the purchaser has backed it up properly.

为了防止因计算机病毒造成数据丢失，买方有义务定期自行备份数据。如果数据丢失或被篡改，只有在买方正确备份数据的情况下，卖方才有责任承担恢复正确数据所产生的费用。

Section 11 – Data Protection 数据保护

- 11.1 The purchaser will provide the Seller with personal information of its personnel involved in negotiation and performance of the contract ("Purchaser's Personal Information"). The purchaser warrants that it has obtained explicit and informed consent from the concerned personnel or has other applicable legal grounds as stipulated in the *Personal Information Protection Law of the People's Republic of China* ("PIPL") regarding collection and provision of the personal information to the Seller. In accordance with these legal grounds and the Contract, the Seller is entitled to collect, store, use, process, disclose, provide and transfer the Purchaser's Personal Information within and/or outside of Mainland China for the purposes of performance of the contract and management of business partners. Such Purchaser's Personal Information can be legitimately processed by the Seller in the following periods of time: the term of the contract, when legal claims are asserted on the basis of the contract, in the duration of statutory retention periods of the Purchaser's Personal Information, and when legal proceedings are pending in which the Purchaser's Personal Information are (may be) requested. The purchaser agrees that the Seller may reserve the

right to use the Purchaser's Personal Information for business development or negotiation purposes with the purchaser or its affiliated companies three (3) years after the contract expires or is terminated. If any concerned person raises any requests for the processing of his/her personal information which may affect the processing of the Purchaser's Personal Information by the Seller, the purchaser shall notify the Seller immediately. The purchaser and the Seller shall cooperate to the reasonable extent to respond to the requests. The Seller reserves the right to verify compliance with the data protection compliance requirements by the purchaser mentioned in this paragraph 11.1 and 11.3 (personal information protection compliance audit right). The Seller may exercise the audit right through its own employees, or through a third party engaged by the Seller (e.g. a lawyer or auditor).

买方将向卖方提供涉及本合同谈判和履行的相关人员的个人信息（以下简称“买方个人信息”）。买方保证，就收集并向卖方提供买方个人信息的行为，其已获得相关人员在知情基础上的明确同意，或已具备《中华人民共和国个人信息保护法》（以下简称“《个人信息保护法》”）规定的其他适用的合法性基础。依据该等合法性基础和本合同，卖方有权为履行本合同和商业伙伴管理之目的，收集、存储、使用、加工、披露以及向中国境内和境外主体提供和传输买方个人信息。卖方有权在以下期间内处理买方个人信息：履行本合同期间、基于本合同提出法律索赔期间、对买方个人信息的法定保存期间；以及法律程序正在进行的期间（买方个人信息可能（将）被要求提供）。买方同意，卖方可在本合同期满或被解除三（3）年后仍可以与买方或其关联企业进行业务拓展或谈判之目的保留使用买方个人信息的权利。如果任何相关人员提出了可能影响卖方处理买方个人信息的个人信息处理请求，买方应立即通知卖方，由买方和卖方应合作响应该等请求。卖方有权核查买方在本第 11.1 和 11.3 段中约定的数据保护合规要求的遵守情况（即个人信息保护合规审计权）。卖方可自行或委托第三方（例如律师或审计师）开展该等审计。

- 11.2 The purchaser warrants that it shall comply with all applicable laws governing the protection of personal information, including the PIPL and its implementing rules, when performing the contract. This warrant shall apply to the purchaser's processing of all personal information obtained by the purchaser from the Seller during negotiation and performance of the contract.

买方保证，其将遵守所有适用的个人信息保护法律（包括《个人信息保护法》及其实施规则）以履行本合同，该等规定适用于买方在谈判和履行本合同期间从卖方获得的所有个人信息的处理活动。

- 11.3 The purchaser further warrants that, for the personal information obtained from the Seller, it shall (i) take all reasonable and necessary measures to protect it, including taking appropriate technical and organizational measures and having corresponding security procedures to prevent unauthorized access, disclosure, destruction, loss or alteration; (ii) process it solely for the purpose of negotiating or performing the contract, unless it has duly secured lawful basis for other purposes; (iii) ensure its personnel or other third party receiving such personal information on a need-to-know basis and ensure they are able to maintain confidentiality and security of the personal information at the same or higher level as the purchaser; (iv) promptly notify the Seller if there is any information security incident or if there is such a threat, and take remedial measures in accordance with applicable laws or as directed by the Seller; and (v) promptly return, delete or anonymize all personal information in accordance with the instruction of the Seller, where the contract is not effective, invalid, revoked, terminated or expires.

买方进一步保证，对于从卖方获得的个人信息，其将（i）采取所有合理且必要的措施予以保护，包括采取适当的技术和组织措施以及具备相应的安全流程防止未经授权的访问、披露、销毁、丢失或更改；（ii）仅为谈判或履行本合同之目的处理个

人信息，除非已获得其他目的的合法性基础；(iii) 确保其人员或其他需要了解该等个人信息的第三方能够具备与买方同等或更高级别的水平，从而保护个人信息的保密性和安全性；

(iv) 如果发生任何信息安全事件或存在此类威胁，应立即通知卖方，并按照法律规定和卖方的指示采取补救措施；以及(v) 如果本合同不生效、无效、被撤销、到期或终止的，买方应根据卖方的要求，立即归还、删除所有个人信息，或对其进行匿名化处理。

11.4 Where important data defined by relevant regulatory agencies or regional governments is involved in the data provided by the purchaser, the purchaser shall notify the Seller in advance and such notice shall include the reasonable and practical protection measures of the important data, if applicable.

如果买方向卖方提供的数据中包括相关部门、地区认定的重要数据，则其应提前通知卖方，该等通知应包括保护该等重要数据的合理可行保护措施（如适用）。

Section 12 - Applicable law, arbitration 适用法律，仲裁

12.1 The substantive law of China shall apply to all legal relationships between the Seller and the purchaser without applying conflicting legal regulations and the regulations of the United Nations Convention dated 11 April 1980 on the international sale of goods (CISG).

中国实体法应适用于卖方和买方之间的所有法律关系，但不适用冲突规范和 1980 年 4 月 11 日联合国国际货物销售公约（“CISG”）的规定。

12.2 Any dispute, controversy or claim arising out of or in relation to the contractual relationship between the Seller and the purchaser, including the validity, invalidity, breach, or termination thereof, shall be submitted to China International Economic and Trade Arbitration Commission Beijing Headquarters for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The seat of Arbitration shall be Beijing. The arbitral award shall be final and binding.

由卖方和买方之间的合同关系引起的或与合同有关的任何争议、纠纷或主张，包括合同的有效性、无效性、违约或终止，均应提交至中国国际经济贸易仲裁委员会北京总会、按照申请仲裁时该委员会有效的仲裁规则进行仲裁。仲裁地点为北京。仲裁裁决为终局裁决，对双方均具有约束力。

Section 13 - Final provisions 最终条款

13.1 Unless otherwise specified in the acknowledgement of order, the place of performance for the parties' mutual obligations from the contractual relationship shall be the place of the Seller's registered offices. This shall also apply if clauses customary in the trade have been agreed.

除非在订单确认中另有规定，双方基于合同关系所产生的相互义务的履行地应为卖方注册办公地。即使双方达成了贸易中的惯例条款，本条仍然适用。

13.2 Should individual parts of these General Terms of Sale be invalid, this shall not affect the validity of the remaining parts.

如果本通用销售条款的个别部分无效，不影响其余部分的有效性。

13.3 Declarations serving to establish, safeguard or exercise rights shall not be valid unless given in writing. Written form shall also include declarations sent in textform by data transfer (e.g. e-mail), electronic signature via signature programs such as DocuSign, Adobe Sign, ESign or fax, unless the written form is mandatory according to applicable law.

旨在确立、保护或行使权利的声明，除非以书面形式做出，否则无效。书面形式还应包括通过数据传输发送的文本形式确认（例如电子邮件）和通过诸如 DocuSign、Adobe Sign、e 签宝等签名程序的电子签名或传真，除非适用法律强制要求书面形式。

13.4 The purchaser shall not assign his contractual rights to a third party without the written consent of the Seller. The Seller may transfer his contractual rights to third parties at any time, unless

the third parties are direct competitors of the purchaser. In the latter case, the written consent of the purchaser is required.

未经卖方书面同意，买方不得将其合同权利转让给第三方。卖方可随时将其合同权利转让给第三方，除非该第三方是买方的直接竞争对手。如果是后者，则应获得买方的书面同意。

13.5 If the Seller provides installation, commissioning, maintenance, repair or similar services, the relevant special terms and conditions of the Seller shall apply additionally and with precedence.

如果卖方提供安装、调试、维护、修理或类似服务，卖方的相关特殊条款和条件应附加且优先地适用。

13.6 These General Terms of Sale are stipulated in both English and Chinese. If there are any discrepancies, the English version shall prevail.

本通用销售条款以中英文书就，如中英文意思有冲突，以英文意思为准。