

# General Terms of Sale Rolls Business

## 辊子业务通用销售条款

### Section 1 - General 一般规定

1.1 All supplies and services ("product") – e.g. roll covers, spare parts, service and maintenance, regrinding work, repairs, smaller rebuilds, etc. – by companies in the Voith Group with registered offices in China ("Seller") to the purchaser 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.

所有由福伊特集团在中国注册办公地的公司（“卖方”）对买方供应的所有货物和服务（“产品”），例如辊子包胶、零部件、服务和维修、重新研磨、修补、小型改造等，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 data transfer (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。

1.6 Once an order has been accepted by the Seller, it may be cancelled by the purchaser only with the Seller's express written consent. The Seller will be entitled in such a case to recover the value of all services rendered, including any work in progress, any expenses incurred, cancellation charges, profit margin, etc.

一旦卖方接受订单，买方仅可在卖方明确书面同意的情况下取消订单。在此情况下，卖方有权收取所有已提供服务价值，包

括任何进行中的工作、发生的任何费用、取消的费用、利润等。

### Section 2 - Prices and payment 价格和付款

2.1 All prices shall be calculated based on the date and contents of the quotation. In the event of cost increases compared with this basis (e.g. increases in cost of materials, changes in or deviations from drilling pattern, altered scope of work for service and repair orders, etc.) during order handling and/or until the date of delivery, the Seller shall be entitled to raise the prices accordingly. 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. 所有的价格应根据报价的日期和内容计算。如果在订单处理期间和/或直至交货日期之前，与此基础相比成本有所增加（比如：原料的成本增加、钻孔模式的变化和偏差、服务和维修订单供货范围的改变等），卖方有权相应地提高价格。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货费，但不包括保险费、包装费、卸货费和所有其他辅助费用。增值税应按照相应的法定税率计入价格。

2.2 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。

2.3 Unless otherwise expressly agreed, all payments shall be made without deduction to the Seller's account, namely:

- a down-payment of 30% of the price within one week after signing this contract;
- the remainder payable before delivery.

除非另有明确约定，所有价款应无扣除地支付至卖方账户，即：

- 合同签订后一周内支付合同价款的 30% 作为预付款；
- 余款应在发货前支付。

2.4 If the purchaser delays in making a payment for more than ten (10) days, if a petition is filed for the institution of insolvency proceedings against the purchaser's property, or if the purchaser de facto suspends its payments, the Seller shall, without prejudice to any other rights, be entitled to

- fix a due date for any amounts owed by the purchaser if the delay relates to a financing or redemption agreement;
- withhold any supplies or services under contracts not yet or not entirely fulfilled, unless the purchaser either pays in advance or gives security to satisfy the Seller;
- assert any rights subject to retention of title.

如果买方延迟付款超过十（10）天，如果买方的财产被申请进入破产程序，或如果买方事实上暂停付款，卖方应在不影响任何其他权利的情况下，有权：

- 设定一个买方所有欠款的支付日期，如果该延迟与融资或赎回协议有关；
- 停止合同下的任何未完成或未完全完成的供货或服务，除非买方预先付款或提供令卖方满意的担保；
- 主张所有权保留的任何权利。

2.5 The Seller shall have the right to suspend the delivery of all products purchased or ordered from it until the purchaser has fully met all of the obligations it had towards the Seller at the time of the agreed delivery.

卖方有权暂停交付所有从其购买或订购的产品，直到买方完全履行了在约定交货时对卖方所承担的所有义务。

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- 停止合同下的任何未完成或未完全完成的供货或服务，除非买方预先付款或提供令卖方满意的担保；
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2.6 If the purchaser fails to make payment on the due date, interest 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.

如果买方未能在到期日付款的，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。

2.7 The purchaser shall be entitled to withhold payments 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 - Delivery period, delay in delivery, force majeure 交货期限，交货延迟，不可抗力

3.1 The products shall be delivered and dispatched ex Seller's works for the account and at the risk of the purchaser. The place of delivery shall be the place of manufacture of the products or the Seller's distributing depot.

产品应由卖方工厂交货并发货，费用和 risk 由买方承担。交货地点应为产品的生产地或卖方的分销仓库。

3.2 Delivery periods shall be notified to the purchaser as precisely as possible under the given circumstances. Unless otherwise agreed, all delivery periods shall start to run on the date of coming into force of the contract or, if there is any disagreement on the mode of execution of an order, on the date when final clarification has been reached and mutually agreed upon.

交货期应根据实际情况尽可能准确地通知买方。除非另有约定，所有交货期均从合同生效之日起计算，或者，如对订单执行方式有任何分歧，则从最终澄清达成并双方同意之日起开始计算。

3.3 Compliance by the Seller with the agreed delivery dates requires that any necessary approvals, documents to be supplied by the purchaser and releases have been obtained and/or services and other obligations of the purchaser have been rendered/fulfilled. 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.

卖方遵守约定的交货日期的前提是，买方必须获得所有必要批准、提供所需文件和放行，以及/或者买方的服务和其他义务已经完成/履行。否则，卖方可以合理延长交货期。如延误系卖方责任，则上述规定不适用。

3.4 The delivery period shall be deemed to have been observed if the product is ready for loading 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，所供产品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。

3.5 If shipment or acceptance of the product 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 product after he has set a reasonable period of grace and this has expired without remedy, in particular store the product 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装运或对产品的验收延误，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，另行处理产品，特别是在买方承担风险和费用的情况下对产品进行存储和/或在合理延长的期限内供应给买方。

3.6 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 3.6. 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 3.6 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。

3.7 If the Seller is in delay and the purchaser incurs losses as a result, the latter shall be authorised to demand liquidated damages for the losses due to such delay. This shall be 0.5% of the price of that part of the product 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 price.

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支付违约金。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产品部分价格的 0.5%，但累计总额不得超过上述价格的 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。但买方就迟延交货对卖方的进一步权利主张应被排除。

### Section 4 - Transfer of risk, acceptance, packaging 风险转移，验收，包装

4.1 Unless otherwise agreed individually, risk shall pass to the purchaser upon the start of loading of the products 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 product 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产品时转移给买方, 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、堆放和固定产品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。

- 4.2 If acceptance has been agreed, this must be conducted immediately at the agreed time, alternatively after the Seller has given notification that the product 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, 或者在卖方发出产品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。

- 4.3 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 product 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, 产品的意外灭失或意外毁损的风险应从自发出产品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。

- 4.4 If for any reason the purchaser will not accept delivery of any of the products when they are ready for delivery, or the Seller is unable to deliver the product at the time agreed for delivery because the Purchaser has failed to provide appropriate information, instructions, licenses, or authorizations, then:

若买方无论基于何种原因拒绝接受任何已备妥待运的产品, 或因买方未能提供相关信息、指示、许可或授权之原因, 使得卖方无法在约定的交付时间交货, 则下述规定应同时予以适用:

- 4.4.1 Risk in the product will pass to the Purchaser immediately; 产品的风险责任将立即转由买方承担;
- 4.4.2 The product will be deemed to have been delivered ("deemed delivered"); and 将视为已交付产品(以下简称为“视为交货”); 以及
- 4.4.3 The Seller may store the product until delivery whereupon the Purchaser will be liable for all related costs and expenses (including without limitation storage and insurance). 卖方有权在实际交付给买方之前对产品进行仓储, 因此产生的所有相关费用和开支(其包括但不限于仓储费和保险费)均应由买方负责。

- 4.5 Within seven (7) working days after receipt of official payment or/and pickup notice from the Seller, the purchaser shall arrange full and due payment immediately, and/or to pick up the roll; In case the purchaser fails to the abovementioned, the Seller shall be entitled to claim 0.5% of net contract amount of delayed roll as penalty for each week delayed. Odd days less than seven days shall not be charged.

在收到卖方的正式付款或(/及)提货通知后七个工作日内, 买方必须立即支付所有的应付款项(/并安排提货)。如果由于买方的

原因, 买方未能及时履行上述事项, 卖方有权索要违约赔偿金。赔偿金额为每延迟付款/提货一周, 按应付合同金额的 0.5% 计算。不足一周不予计算。

- 4.6 Besides the penalty in 4.5, if the purchaser fails to pick up the roll within the time limit defined in the pickup notice at his fault, the seller shall be entitled to claim a storage charge, which is calculated referring to the market price at relevant time in the relevant place/city, where the roll is stored.

除 4.5 条的赔偿金之外, 如由于买方的原因导致其不能在提货通知规定的日期内提货, 卖方有权按照辊子存储地当前市场价格收取仓储费用。

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

如果对买方而言是合理的, 部分交货应被允许。

- 4.8 The Seller shall exercise due care to prepare and pack the products for transport so as to prevent any damage in transit but shall not assume any liability in this respect. The products shall be insured only upon the purchaser's express request, and the Seller shall exercise due care to comply with any relevant instructions given by the purchaser; any liability on the part of the Seller, however, shall be excluded.

卖方应当谨慎准备和包装产品以防运输中发生任何损坏, 但不承担与此有关的任何责任。只有在买方明确要求的情况下, 产品才应投保, 并且卖方应以应有的谨慎来遵守买方的任何相关指示, 但是, 卖方不承担任何责任。

- 4.9 Packaging, such as cases, received in a damaged condition shall be repaired or replaced by the Seller at the purchaser's expense. 如箱子等包装收到时已损坏, 应由卖方负责修理或更换, 费用由买方承担。

- 4.10 The Seller shall be held liable for any damage to, or loss of, packaging material only in the event of gross fault attributable to the Seller. Damages shall in any case be limited to the current value of the packaging.

只有在卖方存在严重过错的情况下, 卖方才应对包装材料的损坏或灭失承担责任。在任何情况下, 损害赔偿应限于包装的现有价值。

## Section 5 - Retention of title, assignment of claims, withdrawal; variation or suspension

所有权保留、索赔转让、撤回; 合同变更或暂停履行

- 5.1 The Seller shall retain his title to the product 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 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.

卖方应保留其对产品的所有权, 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)。如果产品的目的地国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。

- 5.2 The purchaser shall be obliged to treat the product 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所有权保留的产品(保留所有权的产品); 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。

5.3 If the retained products 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 products, the Seller shall always acquire a corresponding right of co-ownership.

如果保留所有权的产品与其他货物相结合成为该货物的重要组成部分，卖方应获得该货物的共有权。如果保留所有权的产品通过组合或加工生产出新的货物，卖方应始终获得相应的共有权。

5.4 The purchaser shall be authorised to resell the retained products in the normal course of business. If the retained products that have been supplied or produced in accordance with Section 5.3 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 obligated 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产品。如果根据第 5.3 条已经供应或生产的保留所有权的产品被出售，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。买方有义务毫不延迟地向卖方提供转售发票的复印件。

5.5 The purchaser shall remain authorised to collect the claim assigned pursuant to Section 5.4; 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 insolvency proceedings 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 5.4 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买方提起破产程序的申请，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。

5.6 If the purchaser acts in breach of contract, if he is in arrears with payment, the Seller shall be authorised to take back the products after issuing an unsuccessful warning. This, like any levy of execution on the products 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产品。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。

5.7 An application to instigate insolvency proceedings or the rejection of such an application due to insufficient assets, shall authorise the Seller, upon its choice (i) (in case of the rejection of such an application) to rescind the contract and otherwise to demand immediate surrender of the product 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) (在该等申请被驳回的情况下) 解除合同并要求立即归还产品或 (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。

## Section 6 - Warranty 质保

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主张，具体如下：

6.1 Delays to assert Warranty Claims 延迟提出质保索赔

6.1.1 Polyurethane covers and calender roll covers: 12 months from start-up or 24 months maximum from delivery, whichever comes first on pro rata temporis basis.

聚氨酯包覆层和压光辊包覆层：上机后 12 个月，或最多为交货日后 24 个月，以先到者为准，按比率分配。

6.1.2 Thermal coatings and ceramic covers: 24 months from start-up or 30 months maximum from delivery, whichever comes first on pro rata temporis basis.

热喷涂/陶瓷喷涂：上机后 24 个月，或最多为交货日后 30 个月，以先到者为准，按比率分配。

6.1.3 Rubber covers: 12 months from start-up or 18 months maximum from delivery, whichever comes first on pro rata temporis basis.

橡胶包覆层：上机后 12 个月，或最多为交货日后 18 个月，以先到者为准，按比率分配。

6.1.4 Roll service and maintenance, spare parts, small rebuilds, construction and installation plans, etc.: 6 months from start-up or 12 months maximum from delivery, whichever comes first on pro rata temporis basis.

辊子维修服务、零部件、小型改造、结构的安装和设计等：上机后 6 个月，或最多为交货日后 12 个月，以先到者为准，按比率分配。

6.1.5 New rolls: 24 months from start-up or 30 months maximum from delivery, whichever comes first on pro rata temporis basis.

新辊体：上机后 24 个月，或最多为交货日后 30 个月，以先到者为准，按比率分配。

6.1.6 Doctor blades: 2 weeks from finding out a defect or 12 weeks from delivery, whichever comes first.

刮刀：发现瑕疵/缺陷 2 周，或最多约定交货日后 12 周，以先到者为准。

6.2 If, as part of rectification of a defect, the purchaser obtains new rights in relation to defects, all claims arising from these rights shall become statute-barred within the statutory provisions starting from the time when the purchaser gets knowledge of or should have known the defect was rectified, whereby such claims shall exclusively be limited to defects that arise directly in connection with the rectification of the defect.

如果作为瑕疵/缺陷整改的一部分，买方获得了与瑕疵/缺陷相关的新权利，所有基于这些权利产生的索赔的诉讼时效应在现行法律规定的期限内，应在买方知道或应当知道缺陷修正之日起算，此类索赔应仅限于与瑕疵/缺陷纠正直接相关的瑕疵/缺陷。

6.3 Any warranty of the Seller shall be dependent on the strict compliance with the contractually stipulated operating conditions and the declared intended use of the products in chemical, thermal and mechanical terms, and proper operation (adherence to operating and maintenance instructions by the Seller). Details furnished by the Seller regarding the properties of its products shall conform to the results of its measurements and calculations and shall be deemed to be quality features, but not warranted properties or guarantees.

卖方的任何质保应依赖于严格遵守产品在化学、热量和机械方面的合同规定的特定操作条件和产品的设计用途以及正确的操作（遵守卖方的操作和维护手册）。卖方提供的产品的具体特性应符合其测试和计算的结果，并应被视为其质量特征，但不是保证属性或担保。

6.3.1 The warranty for roll covers according to 6.1.1, 6.1.2 and 6.1.3, for new rolls according to 6.1.5 as well as for doctor blades according to 6.1.6. shall be limited to faultless material and workmanship. Considered as a fault shall be only impairments

demonstrably having a negative influence on the operation of the purchaser's paper machine.

第 6.1.1 条、第 6.1.2 条 和第 6.1.3 条对于辊子包覆层的质保, 第 6.1.5 条对于新的辊子的质保以及第 6.1.6 条对于刮刀的质保应仅限于材料和制造工艺无故障。只有对买方造纸机的运行有明显负面影响的损伤才被视为故障。

6.3.2 For service work according to 6.1.4, the Seller shall warrant the proper performance of the work.

对于第 6.1.4 款规定的服务工作, 卖方应保证工作的适当开展。

6.4 Notice of Defects 缺陷/瑕疵通知

6.4.1 Notices of defects shall be made in writing, specifying the kind and extent of defects and invoice number, within maximum eight (8) days after arrival of the product at the place of destination stated in the delivery note or, in the case of hidden defects, within three (3) days after the defects were discovered. After expiration of such period, the product shall be deemed to have been accepted as faultless. In case of multiple defects, each single defect must be given notice of separately. In case of multiple independent deliveries, the concerned delivery must be specified. Faultiness of the product upon delivery must be proven by the purchaser also in case a fault is emerging within six months upon delivery. Any damage in transit shall immediately be recorded in an appropriate manner.

缺陷/瑕疵通知应采用书面形式, 详细说明缺陷/瑕疵的类型和范围以及发票号, 通知时间应在产品到达交货通知单中规定的目的地后最长 8 天内作出; 如果是隐蔽的缺陷/瑕疵, 在发现缺陷/瑕疵后 3 天内作出。在上述期限届满后, 产品应被认为是无缺陷/瑕疵地被验收。如果是多个缺陷/瑕疵, 则每个缺陷/瑕疵都应分别通知。如果是多个独立的交付, 有关的交付必须详细注明。如果在交货后 6 个月内出现缺陷/瑕疵的, 买方应证明产品在交货时存在缺陷/瑕疵。运输过程中的任何损坏应立即以适当的方式记录。

6.4.2 Notices of defects shall be sent to the Seller's test center exclusively. Also, the decision as to the justification of a notice of defects made in due time shall be taken by the Seller's test center. 缺陷/瑕疵通知专门发送至卖方测试中心。同时, 卖方检测中心将负责决定缺陷/瑕疵通知是否适时并合理提出。

6.4.3 The purchaser must provide evidence of the defectiveness of the product at the time of delivery if the defect becomes apparent within six months after delivery.

产品缺陷/瑕疵在交货后六个月内显现的, 买方必须提供交货时存在产品缺陷/瑕疵的证据。

6.4.4 Transport damage must be recorded immediately in a suitable form.

运输损坏必须立即以适当的形式记录下来。

6.4.5 In case of a notice of a defect made in due time and form, the Seller shall have the right to inspect the defective product in operation. Upon Seller's request, without this being an acknowledgment of a fault, the defective product shall be returned, freight prepaid, to the Seller. In case of a verified fault, the Seller shall reimburse the purchaser for reasonable freight costs advanced by the latter.

如果在适当的时间以适当的形式提出质量缺陷/瑕疵通知, 卖方有权对运行中的缺陷/瑕疵产品进行检验。根据卖方的要求, 买方应将缺陷/瑕疵产品预付运费退回给卖方, 此举并不构成对缺陷/瑕疵的认可。若经核实确认存在缺陷, 卖方应向买方偿还其垫付的合理运费。

6.5 As a matter of principle, any warranty for products of the Seller shall be excluded in the following cases:

原则上, 卖方产品的任何质保在下列情形发生时排除:

6.5.1 If the product shows mechanical variation unless the variation originates in the Seller's risk area.

如果产品出现机械变化, 除非该变化源于卖方的风险区域。

6.5.2 If the operating conditions of the machine do not correspond to the conditions specified to the Seller in the order document or to

the conditions as are usual in such cases or if the conditions are unsatisfactory in technical terms, i.e. if the products are not operating under normal and technically sound operating conditions (e.g. in the case of thermal, chemical or mechanical overloading, or in the case of defects caused by inadmissible deformation of the roll body or by improper maintenance, etc.).

如果机器的运行条件不符合在订购文件中规定的条件, 或不符合在该情形下的正常的操作条件, 或在技术方面该操作条件不符合技术要求, 即产品没有在正常和符合技术要求的条件下操作(比如过热、化学因素、机械超载, 或由于辊体变形或维护不当造成的产品缺陷/瑕疵等)。

6.5.3 If the products were not handled or stored in accordance with the Seller's operating and maintenance instructions and/or were damaged during transport or by frost (refer to the Seller's recommendations for the transport and storage of covered rolls). 如产品没有按照卖方的操作和维护手册进行操作或储存, 和/或在运输期间或由于霜冻被损坏(见卖方对于已包覆的辊子的运输和储存的建议)。

6.5.4 If the roll body or the product sent to the Seller for repair was of faulty design or otherwise defective; the purchaser shall be responsible that the roll body or the product sent to the Seller for repair features standard design and quality as well as standard or specified materials.

如果提交给卖方修理的辊体或产品有设计问题或其他的缺陷的, 买方应确保送交卖方修理的辊身和产品具有标准的设计模式、质量以及使用标准或规定的材料。

6.5.5 If the roll body sent to the Seller, due to released stresses, is changed in a way that damage occurs to the product supplied by the Seller (e.g. roll covers). The roll body shall be dimensioned so as to resist the stresses occurring during the covering process. 如送交卖方的辊体由于应力释放产生变化, 以致卖方提供的产品(如辊子包覆层)发生损坏。辊体的尺寸设计应能保证辊子能耐包胶过程中产生的应力。

6.6 In the case of a justified warranty claim, the amount of claim shall be limited to the amount of the invoice for the respective product and shall be reduced on a pro rata temporis basis according to §§ 6.1.1 to 6.1.5 for each month which has elapsed after start-up and/or delivery, whichever comes first, until the warranty claim is made.

If a claim is justified, the Seller shall meet its warranty obligation at its discretion by:

如对于质保的索赔是正当的, 索赔的金额应局限于相关产品的发票金额以内, 并根据第 6.1.1 条到第 6.1.5 条的规定按比率, 在上机后或发货后(以先到者为准)逐月减少直到提出质保的索赔之时。

如索赔是正当的, 卖方可以自行决定以下列方式履行其质保义务:

6.6.1 rectification of the defect or delivery of a replacement part free of charge for the purchaser, or

为买方免费补救缺陷/瑕疵或交付更换部件, 或

6.6.2 refunding the proportionate price corresponding to the warranty period not yet elapsed, or

按剩余的质保期的相应的比率, 退还价格中相应的部分, 或

6.6.3 supplying a replacement part to be charged at the price in effect at the time of replacement, less the amount corresponding to the warranty period not yet elapsed.

提供替换品, 并按照替换当时有效的价格减去剩余质保期的相应比例的金額来收取费用。

6.7 In all cases of exclusions / limitations of the purchaser's warranty claims according to this paragraph, these exclusions / limitations comprise also the enforcement of claims for damages, and of damages consequential to a defect. All exclusions / limitations regarding warranty shall also refer to possible claims in respect of expressly warranted properties, if any. Warranty claims shall not entitle the purchaser to invoke a withholding right.

在根据本段规定排除/限制买方质保索赔的所有情况下，这些排除/限制也包括对损害赔偿的主张，以及因产品缺陷/瑕疵可能引起的间接损害赔偿。所有有关质保的排除/限制也应涵盖对任何明确保证的性质的可能索赔（如有）。质保索赔不得使买方有权主张暂时扣留货款或保留履行其他相应义务的权利。

## 7 Legal imperfections in title; Export control

所有权方面的法律瑕疵：出口管制

7.1 If use of the product 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 product 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.

如果使用产品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产品的权利，或改动产品以消除侵权行为，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争议或已终局且确定的裁决向买方作出赔偿。

7.2 Subject to Section 8, the Seller's obligations specified in Section 7.1 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 7.1,
- 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 because of combination of the product 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 product 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 7.1 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针对发生的权利主张进行辩护和/或使卖方能够采取第 7.1 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产品或以不符合合同规定的方式使用产品而造成的。

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

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

7.4 If the purchaser intends to export or transfer the product to the Russian Federation, Belarus or any country or territory against which the United Nations, the European Union, 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 product 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 product 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 product, and (ii) reasonable monitor the compliance. In the event of a violation of the obligations set forth in this Section 7.4, the Seller shall be entitled to terminate the contract with immediate effect and to claim damages and indemnification.

如果买方计划将产品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产品，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）供应产品通过联合国、欧盟或美利坚合众国对产品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。如果买方将产品转售，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产品的最终客户，且（ii）合理监督遵守情况。如果发生对本第 7.4 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 Irrespective of whether the Seller is at fault before or after conclusion of the contract, the Seller shall only be liable for damage to the product itself and limited to [20%] of the amount

- of the total contract price, unless an exception pursuant to Section 8.2 applies.  
无论卖方是在合同订立之前还是之后存在过错，卖方应仅对产品本身的损害承担责任，并以合同总价的 20%为限，除非根据第 8.2 条的规定有例外情况适用。
- 8.2 The Seller shall be liable for damage not caused to the product itself – on whatever legal grounds, including liability for auxiliary personnel and tort – only
- if he has acted with intent,
  - if he has been blatant grossly negligent,
  - in the case of defects to the product, provided a mandatory legal obligation exists in accordance with the applicable Product Quality Law.
- 卖方应仅在以下情况下对非因产品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，
  - 如果卖方是明显的重大过失，
  - 如果产品存在缺陷，且根据适用的产品质量法存在强制性法律义务。
- 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 If a penalty at the expense of the Seller is agreed in the contract, this penalty shall be subject to judicial mitigation. Any further claims for damages beyond the contractually agreed penalty shall be excluded.  
如果合同中约定了由卖方承担的违约金，则该违约金应受到司法减免的约束。除合同约定的违约金外，任何进一步的损害赔偿要求均应排除在外。
- 8.5 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。
- 8.6 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 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，以及产品质量法下的索赔，应适用法定的时效期限。
- 8.7 The Seller shall be neither obliged nor in a position to examine the rolls and parts delivered for processing or repair and shall, therefore, not be liable if defective parts are supplied by the purchaser.  
卖方既没有义务也没有能力对交付加工或维修的辊子和部件进行检查，因此，如果买方提供的部件存在缺陷/瑕疵，卖方不承担任何责任。
- 8.8 For damage caused to roll bodies and machine parts supplied by the purchaser, as well as for damage to machine parts caused by the Seller's employees during measurements and/or installation work on the purchaser's premises, the Seller shall be liable up to the amount of the current market price only in the case of destruction and/or damage through negligence during processing or repair. The roll bodies and machine parts supplied by the purchaser shall be insured to the amount of the current market value against any destruction and/or damage through negligence while being processed or repaired by the Seller. The amount of compensation shall be limited to the amount of the current market price of the roll bodies or machine parts and/or to the maximum amount of insurance under the Seller's liability insurance contract. The purchaser shall bear the risk for any natural disaster and force majeure. The purchaser shall, at its own expense, provide insurance cover against such risks like fire, storm, etc.  
对于买方提供的辊体和机器部件所造成的损坏，以及卖方员工在买方处所进行测量和/或安装工作时对机器部件造成的损坏，卖方仅在加工或维修过程中因疏忽造成破坏和/或损坏的情况下承担不超过当前市场价格的责任。买方提供的辊体和机器部件应投保当前市价金额的保险，以防在卖方加工或维修过程中因疏忽造成的任何破坏和/或损坏。赔偿金额应限于辊身或机器部件的当前市场价格和/或卖方责任保险合同规定的最高保险金额。买方应承担任何自然灾害和不可抗力的风险。买方应自费为火灾、风暴等风险提供保险。
- 8.9 The Seller shall, with due diligence, carry out the orders placed with it. If a supplied product can no longer be used due to faulty treatment, the Seller shall be obliged to process a replacement product in accordance with the original order. The Seller, however, shall not be obliged to supply a replacement. Unless otherwise agreed, any resulting chips shall become the property of the Seller.  
卖方应恪尽职守地执行所接到的订单。如果因处理不当导致所供应产品无法适用，卖方有责任根据原订单加工替代产品。但是卖方无义务提供替代产品。除非另有约定，任何产生的切屑将归卖方所有。
- 8.10 Product Liability 产品责任
- 8.10.1 Any product sold by the Seller shall be as safe as can be expected based on approval requirements, instructions for use and any other rules given by the Seller or the manufacturer.  
卖方销售的任何产品均应根据批准要求、使用说明和卖方或制造商提供的任何其他规定达到预期的安全性。
- 8.10.2 The Seller's liability under the Product Quality Law for any damage to property suffered by the purchaser as well as any product liability claims raised under any other statutory provisions shall be excluded to the extent as being legally admissible.  
在法律允许的范围內，卖方根据产品责任法对买方遭受的任何财产损失以及根据任何其他法律规定提出的产品责任索赔的责任应予以排除。
- 8.10.3 In the event that the purchaser resells the products to another entrepreneur, the purchaser shall undertake to also require from such other entrepreneur a waiver in accordance with 8.10.2 and to oblige such other entrepreneur to demand in turn such waiver in the event of a further resale. If the purchaser fails to demand such waiver, the purchaser shall fully indemnify and hold harmless the Seller in this respect from and against any legal action and reimburse to the Seller all expenses incurred in connection with the liability irrespective of negligence.  
如果买方将产品转售给另一家企业，则买方应承诺也要求该企业按照 8.10.2 的规定提供豁免声明，并要求该企业在再次转售时也要求提供豁免声明。如果买方未能要求此类豁免声明，

则买方应就此向卖方提供完全赔偿并使卖方免受任何法律诉讼的影响，并偿还卖方因承担责任而产生的所有费用，无论是否存在疏忽。

- 8.10.4 The purchaser shall notify the Seller in writing, promptly and in detail, of any claims raised by third parties having suffered damage caused by products of the Seller. Again, in the event of resale to another entrepreneur, the purchaser shall pass on this obligation to its client. The same shall apply to the purchaser's obligation to report to the Seller any product defects as defined under the Product Quality Law.

买方应及时、详细地以书面形式通知卖方，由卖方产品造成的任何第三方索赔。同样，如果产品被转卖给另一家企业，买方应将此义务转移给其客户。这同样适用于买方根据产品质量法向卖方报告任何产品瑕疵/缺陷的责任。

- 8.10.5 If the purchaser has compensated the injured in accordance with the Product Quality Law, any claims of recourse against the Seller as the manufacturer shall be excluded.

如果买方已根据产品质量法对伤者进行了赔偿，任何针对卖方作为制造商的索赔权应予以排除。

### Section 9 - Use of software 软件使用

- 9.1 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。

- 9.2 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。

- 9.3 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。

- 9.4 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。

- 9.5 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 10 – Data Protection 数据保护

- 10.1 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。

10.2 The purchaser warrants that it shall comply with all applicable laws governing the protection of personal information, including the PIP Law 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。

10.3 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。

10.4 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 11 - Applicable law, arbitration 适用法律，仲裁

11.1 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，但不应适用冲突规范和 1980 年 4 月 11 日联合国国际货物销售公约（“CISG”）的规定。

11.2 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 12 - Final provisions 最终条款

12.1 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。

12.2 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。

12.3 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。

12.4 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。

12.5 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。

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

本辘子业务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。