

## General Terms and Conditions of Sale 一般销售条款和条件

### 1. Scope 范围

- 1.1 These General Terms and Conditions of Sale (“GTC”) apply to transactions between the Rieter company (“Rieter”) and the customer (“Customer”) for the sale and delivery of (i) machines and systems (“Equipment”), (ii) parts, components and accessories (“Parts”), and (iii) related services such as installation, supervision, commissioning, and testing (“Services”), collectively, the “Deliverables”. The details and specifications of each transaction are documented in Rieter’s order confirmation, Rieter’s offer, Rieter’s pro forma invoice, or any written agreement accepted by both parties (“Contract”). The GTC form an integral part of the Contract. 本《一般销售条款和条件》(“GTC”)适用于Rieter公司(“Rieter”)与客户(“客户”)之间就以下内容的销售与交付: (i) 机器和系统(“设备”); (ii) 零部件、组件及附件(“零部件”), 以及(iii) 相关服务, 如安装、现场指导、调试和测试(“服务”)的销售及交付所进行的交易, 统称为“交付物”。每笔交易的详细信息和规格均记录在Rieter的订单确认书、报价单、形式发票或双方签署确认的任何书面协议(“合同”)中。GTC构成合同不可分割的组成部分。
- 1.2 Unless otherwise agreed in writing, in the event of any conflict or inconsistency between the GTC, the Contract or any documents supplementing or amending the Contract and agreed in writing, the following order of precedence shall apply: (i) any written supplements and amendments (ii) the Contract with the following order of precedence: any written agreement accepted by both parties, Rieter’s order confirmation, Rieter’s offer, Rieter’s pro forma invoice, and (iii) the GTC. 除非另有书面约定, 如果GTC、合同或双方书面同意的任何补充或修订文件之间存在冲突或不一致, 则应适用以下优先顺序: (i) 双方书面签署的补充或修订文件; (ii) 合同, 其优先顺序为: 双方签署确认的书面协议、订单确认书、报价单、形式发票; (iii) 本GTC。
- 1.3 Customer’s general terms and conditions – whether included in emails, orders, or other documents – do not apply to the Contract and will only be valid if expressly accepted by Rieter in writing. The Customer herewith waives any right to rely on such terms and conditions. 客户自行制定的一般条款和条件(无论载于电子邮件、订单或其它文件中)均不适用于本合同, 除非Rieter以书面形式明确表示接受。客户在此明确放弃援引其自身一般条款和条件的任何权利。

### 2. Contract Change 合同变更

- 2.1 Either party may, at any time and in good faith, submit a written request to the other party to change the Contract (“Change Request”). Upon receipt of a Change Request from the Customer, Rieter will, within a reasonable period, either (i) notify the Customer that the requested change is not acceptable providing a brief explanation of the reasons, or (ii) provide the Customer a written summary setting out the anticipated impact of the requested change on the scope, price, payment terms, specifications, delivery, and any other relevant terms. 任何一方均可在诚信原则下, 随时向对方以书面形式提出合同变更请求(“变更请求”)。收到客户的变更请求后, Rieter将在合理期限内: (i) 通知客户该变更请求不可接受, 并简要说明理由; 或(ii) 向客户提供书面说明, 列明该变更请求对合同范围、价格、付款条件、规格、交付以及任何其它相关条款的预期影响。
- 2.2 Upon receipt of the summary, the Customer shall respond in writing within 10 calendar days to confirm whether it (a) accepts the change as outlined in the summary; (b) accepts the change subject to

modifications, in which case the Customer must submit its proposed changes in writing within the given 10 calendar days, and both parties shall seek to reach agreement on the open items within a reasonable period after Rieter’s receipt of the proposed changes; or (c) does not wish to proceed with the Change Request. If the Customer accepts the summary or the parties reach an agreement on the proposed changes, they shall promptly amend the Contract in writing. If the Customer does not respond within the required timeframe or no agreement can be reached on the proposed changes, the Change Request shall be deemed withdrawn.

客户在收到上述书面说明后, 应在10个日历日内以书面形式回复, 确认其是否(a)按照书面说明所列内容接受变更; (b)原则上接受变更, 但需作相应修改。在此情况下, 客户必须在规定的10个日历日内以书面形式提交其修改建议, 双方应在Rieter收到该修改建议后, 在合理期限内就尚未达成一致的事项进行协商; 或(c)决定不继续推进该变更请求。如果客户接受书面说明或双方就修改内容达成一致, 双方应及时以书面形式对合同进行修订。如果客户未在规定时间内作出书面回复, 或双方未能就修改内容达成一致, 变更请求将被视为撤回。

- 2.3 The Contract shall continue to be performed in accordance with its existing terms until any amendment is formally accepted in writing. 在任何合同修订正式以书面形式签署生效前, 双方仍应按照原合同条款继续履行。
- 2.4 If, subsequent to the effective date of the Contract, due to any change in applicable law or any change in interpretation of any applicable law by any court, governmental authority or other governing body having jurisdiction, performance of the Contract, in whole or in part, by Rieter or any transaction contemplated by the Contract becomes unlawful, or Rieter is required to make additional efforts to comply with its obligations under the Contract, the parties shall promptly agree on reasonable amendments to the Contract. Pending such agreement, Rieter may elect to be released from its obligations under the Contract without any liability to the Customer. In such event, the Customer shall compensate Rieter for any losses, costs and expenses incurred under the Contract.

如果在合同生效后, 因任何适用法律的变更, 或因任何有管辖权的法院、政府机构或其他主管机构对任何适用法律的解释发生任何变更而导致Rieter全部或部分履行合同, 或履行合同项下拟进行的任何交易行为变为违法, 或导致Rieter需要付出额外负担或成本来履行其在合同项下的义务, 则双方应立即就合同的合理修改达成一致。在此类协议达成之前, Rieter可自行决定解除其在本合同项下的义务, 且无需对客户承担任何违约责任。在此情况下, 客户应向Rieter补偿其因履行本合同已发生的合理损失、成本及费用。

### 3. Price and Payment Terms 价格和付款条款

- 3.1 Unless otherwise agreed in writing, the price of all Deliverables shall be determined by the provisions of the Contract (“Price”). 除非另有书面约定, 所有交付物的价格均应依据合同条款之规定予以确定(“价格”)。
- 3.2 Value added taxes, sales taxes, customs duties, registration fees, withholding taxes, as well as any other taxes, customs duties, dues, fees and levies etc. of whatever nature (“Taxes”) which may be imposed now or in future in connection with the Contract on Rieter, its personnel, or its subcontractors in the country of Customer are excluded from the Price. Should any Taxes be imposed, they shall be fully borne and paid by the Customer on their due dates directly to the authorities concerned. If imposed on Rieter, its personnel, or its subcontractors, and a direct payment of such Taxes by the Customer to the authorities concerned should not be possible, then the Price shall be adjusted accordingly (i.e. gross up by the amount of Taxes

owed). When due, the Customer shall immediately pay the amount of such Taxes to Rieter who will pay such amounts to the corresponding authorities.

增值税、销售税、关税、注册费、预扣税，以及现在或将来可能因本合同在客户所在国/地区对 Rieter、其员工或其分包商征收的任何其它性质的税款、关税、费用和征费等（“税费”），均不包含在价格中。如需缴纳任何税费，应由客户承担，并按法定期限直接向有关机构全额缴纳。如果相关税费依法应当由 Rieter、其员工或其分包商缴纳，且客户无法直接向有关机构支付此类税费，则合同价格应相应调整（即，按应缴税费金额进行净额补足调整，以确保 Rieter 实际收到的金额为不含任何税费扣减的净额）。在该等税费到期时，客户应立即向 Rieter 支付相应款项，由 Rieter 缴付给相应机构。

- 3.3 The Customer shall pay the Price in accordance with the payment terms and in the currency specified in the Contract, without any deduction, withholding, retention, or set-off, and free from any Taxes, charges, or other costs. All payments shall be made to the bank account designated by Rieter. The Customer's payment obligations must be fulfilled in full, regardless of any claims it may have against Rieter.

客户应按照合同规定的付款条件和货种支付价款，付款应为净额支付，不得作任何扣除、预扣、保留或抵销，亦不得因任何税费、收费或其它成本而减少应付金额。所有支付款项应汇入 Rieter 指定的银行账户。无论客户是否对 Rieter 享有任何索赔权，其均须全额履行其付款义务。

- 3.4 If Rieter becomes aware of any deterioration in the Customer's financial condition or payments are overdue, Rieter may, without incurring any liability to the Customer, demand full or partial payment in advance or require the provision of adequate security. In addition, Rieter may, at its sole discretion, at any time and with immediate effect suspend performance of its obligations or terminate the Contract without any liability to the Customer. In such event, the Customer shall compensate Rieter for any losses, costs and expenses incurred under the Contract.

如果 Rieter 发现客户财务状况恶化或付款逾期，Rieter 可在不向客户承担任何责任的情况下，要求客户提前支付全部或部分款项，或要求客户提供充分的担保。此外，Rieter 可自行决定随时立即暂停履行其义务或终止合同，且无需对客户承担任何责任。在此情况下，客户应赔偿 Rieter 因履行本合同已发生的合理损失、成本及费用。

#### 4. Plans and Technical and Commercial Documentation 计划书、技术和商务文件资料

- 4.1 Plans and technical and commercial documentation such as illustrations, calculations, drawings, details of weights, measurements and dimensions or numeric data such as capacity figures, performance data, contained in catalogues, prospectuses, or price lists, etc. have informative value only and are not binding unless explicitly agreed otherwise in writing.

目录、宣传册或价目表等文件中所载的计划书、技术和商务文件资料，包括示意图、计算数据、图纸、重量、测量和尺寸的细节信息，产能数据、性能数据等，仅供参考之用。除非双方另有书面明确约定，该等资料不具有法律约束力。

- 4.2 It is the sole responsibility of the Customer to ensure that the Customer's premises are fit for the Deliverables.

客户应自行负责确保其场所适合交付物的交付、安装及运行。

- 4.3 Unless otherwise agreed in writing, Rieter shall have the right to access Customer's equipment, systems, etc. at any time to collect and transfer data to Rieter systems for performance and quality monitoring and other analysis. Such data shall be kept confidential.

除非另有书面约定，Rieter 有权随时访问客户的设备、系统等，以便收集数据并将其传输到 Rieter 系统，用于性能和质量监控及其它分析。此类数据应予以保密。

#### 5. Delivery Terms and Dates 交货条款和日期

- 5.1 The delivery terms and the dates or periods of delivery of Equipment and Parts and provision of Services are to be agreed between the parties in writing.

设备和零部件的交付条款，以及交付日期或交付期间及提供服务的条款，应由双方以书面形式约定。

- 5.2 Unless otherwise expressly agreed, delivery of Equipment and Parts and transfer of risk shall be governed by Incoterms® 2020 CIP (Carriage and Insurance Paid) at the place designated by Rieter, latest version.

除非另有明确约定，否则设备和零部件的交付及风险转移应依照最新版《国际贸易术语解释通则® 2020》中的 CIP（运费和保险费付至）条款，交付地点为 Rieter 指定的地点。

- 5.3 The provision of Services shall take place at the location(s) agreed in the Contract. If no such place is agreed, the Services shall be performed at Customer's place of business. The Customer shall ensure that the site is safe, ready and accessible for the performance of the Services and shall provide without any cost to Rieter any assistance, access and facilities as reasonably required.

服务的提供应在合同中约定的地点进行。若未约定地点，则应在客户营业地提供服务。客户应确保场地安全、已准备就绪并可供进入，以便服务得以执行，并应免费向 Rieter 提供任何合理所需的协助、访问权限和设施。

- 5.4 If the Customer fails to fulfil any delivery requirements or preparatory measures on time, or in case of a Change Request or an event of Force Majeure, the agreed dates of delivery or provision of Services shall no longer apply, and the parties shall in good faith negotiate and agree in writing on alternative dates of delivery or provision of Services. If the agreed dates of delivery or provision of Services are delayed for reasons not attributable to Rieter all losses, costs and expenses in connection with such delay shall be borne by the Customer, including, but not limited to, cost for storage and insurance of the Equipment or Parts and travel and accommodation expenses.

如果客户未能按时满足任何交付条件或完成任何准备措施，或者发生变更请求或不可抗力事件，则双方原先约定的交付日期或服务提供日期将不再适用，双方应本着诚信原则协商，并以书面形式另行约定替代的交付日期或服务提供日期。若因非 Rieter 原因导致约定的交货日期或服务提供日期延迟，与该延迟相关的所有损失、成本和费用应由客户承担，包括但不限于设备或零部件的仓储费、保险费以及差旅费和住宿费。

#### 6. Late Delivery or Performance 延迟交付或延迟履约

- 6.1 If Rieter fails to deliver Equipment or Parts or perform the Services within the agreed period or by the agreed date for reasons wholly attributable to Rieter, Rieter shall notify the Customer in writing and define a new period or date for delivery or performance. If Rieter does not deliver or perform latest until 15 full calendar weeks after the last day of the initially agreed period or the initially agreed date, the Customer may, upon written notice to Rieter, cancel the delivery for those items of Equipment or Parts that can no longer be used for their intended purpose due to the delay or cancel the performance of the delayed Services. In such case, the Customer shall be entitled to a refund of any prepayment for the cancelled Deliverables. If Rieter fails to deliver Equipment or Parts or perform the Services within the agreed period or by the agreed date for reasons not wholly attributable to Rieter, Rieter has no liability of any kind towards the Customer.

如因完全归责于 Rieter 的原因，导致未能在约定期限内或于约定日期交付设备或零部件或提供服务，Rieter 应书面通知客户，并重新确定交付或履行的期限或日期。如 Rieter 自最初约定期限届满之日或最初约定日期起满 15 个完整日历周仍未完成交付或履行，且因该等延迟导致相关设备或零部件无法按其预期用途使用，则客户有权向 Rieter 发出书面通知，取消因该等设备或零部件的交付，或取消延迟服务的履行。在此情况下，客户有权要求退还其就被取消之交付物已支付的任何预付款。如 Rieter 未能在约定期限内或约定日期交付设备或零部件或履行服务，且原因并非完全归咎于 Rieter，则 Rieter 无需向客户承担任何形式的责任。

- 6.2 Rieter shall not be liable for damages or losses of any type caused by delayed deliveries or performances by subcontractors or external suppliers designated by the Customer or any third party.

因客户或任何第三方指定的分包商或外部供应商延迟交付或履行而导致的任何类型的损害或损失，Rieter 概不负责。

- 6.3 To the extent permitted by applicable law, in the event of any delayed delivery or performance, the Customer's sole and exclusive remedy shall be the remedies set out in this Clause 6, and Rieter shall have no further liability for any damages, losses or compensation (whether in contract, tort, statute or otherwise) arising out of or in connection with such delay.

在适用法律允许的范围内，若发生任何交付或履约迟延情况，客户唯一且排他的补救措施仅限于本 GTC 第 6 条所规定的补救措施，除本 GTC 第 6 条另有明确规定外，Rieter 不再就其等延迟引起或与之相关的任何损害、损失或赔偿承担任何进一步责任，无论该等责任系基于合同、侵权、制定法或其它任何依据。

## 7. Title and Ownership 所有权保留

- 7.1 Title and ownership of the Equipment and Parts shall remain with Rieter until all payments due have been received in full. The Customer shall at its own expense take all necessary measures to protect Rieter property.

在客户将本合同项下的全部应付款项支付完毕之前，设备及零部件的所有权仍归 Rieter 所有。客户应自费采取一切必要措施，以保护 Rieter 对该等设备及零部件享有的所有权。

- 7.2 The Customer shall, and hereby authorizes Rieter to, execute all necessary documents or measures in the name and on behalf of the Customer and to make all necessary entries regarding retention of title in public registers, books or the like, all in compliance with the applicable laws. The costs shall be borne by the Customer.

客户应签署一切必要文件并采取一切必要措施，并在适用法律允许的范围内，在公共登记簿、账册或类似记录中办理与所有权保留有关的必要登记。客户并在此授权 Rieter 在适用法律允许的范围内以客户名义并代表客户办理上述文件签署及登记手续。相关费用由客户承担。

## 8. Inspection and Service Request 检验和服务要求

- 8.1 Upon delivery of the Equipment and Parts under the applicable Incoterms, the Customer shall promptly inspect the outer packaging as well as related delivery documentation and notify any apparent damage, loss, or wrong identity or quantity to Rieter in writing within 5 calendar days. If no such notice is given, the Equipment and Parts shall be deemed received free from defects which could have been detected by such inspection.

根据适用的国际贸易术语解释通则，在设备及零部件完成交付后，客户应立即检查外包装以及相关交付证明文件，并在 5 个日历日内以书面形式向 Rieter 通知任何明显的损坏、缺失或品名、数量不符情况。如未发出此类通知，则设备和零部件应被视为已交付，且不存在通过此类检验可发现的缺陷。

- 8.2 If the Customer unpacks, installs, operates, or otherwise interferes with the Equipment without Rieter's supervision or prior written

approval, Rieter shall not be liable for any resulting damage, loss, or deficiency.

如果客户在未经 Rieter 监督或事先书面批准的情况下拆封、安装、操作或以其它方式处置设备，Rieter 对由此产生的任何损坏、损失或缺陷不承担责任。

- 8.3 The Customer shall ensure that all conditions necessary for the safe, uninterrupted and proper performance of the Services are fulfilled prior to and during Rieter's deployment at the Customer's site. These conditions include, but are not limited to, the completion of all civil and infrastructure works (such as foundations, power supply, compressed air, and lighting), unrestricted and safe access to the installation and other work sites, availability of required tools, lifting devices, utilities, and qualified auxiliary personnel, as well as the timely procurement of all necessary permits, authorizations, and customs clearances. In addition, the Customer shall ensure that appropriate safety measures are in place and comply with any reasonable requirements notified by Rieter to allow safe and proper performance of the Services.

在 Rieter 派员至客户现场之前及其驻场期间，客户应确保已满足服务得以安全、持续且妥善实施所必需的全部条件。这些条件包括但不限于：完成所有土建和基础设施工程（如地基、供电、压缩空气和照明）；确保可不受限制且安全地进入安装现场和其它工作现场；提供所需的工具、起重设备、公用设施及合格的辅助人员；并及时获取所有必要的许可证、授权书和海关清关手续。此外，客户应确保已采取适当的安全措施，并遵守 Rieter 通知的任何合理要求，以确保服务能够安全、妥善地执行。

- 8.4 Rieter shall be entitled without incurring any liability to suspend or postpone the provision of Services, or withdraw its personnel, if the above conditions are not fulfilled or if, in Rieter's judgment, personnel safety cannot be ensured. Any resulting costs shall be borne by the Customer.

如果上述条件未得到满足，或经 Rieter 判断无法保障人员安全，Rieter 有权暂停或推迟提供服务，或撤回其人员，且不承担任何责任。由此产生的任何费用应由客户承担。

- 8.5 Throughout the entire period of Service, the Customer shall be responsible and bear the costs for providing Rieter personnel with a safe, appropriate, and adequately equipped working environment. This includes, but is not limited to, a clean, accessible, and continuously powered work site, local transportation, accommodation, and communication support as reasonably required for the performance of the Services, any additional on-site support reasonably necessary to ensure smooth execution of the work. In case of emergencies or unforeseen events, the Customer shall take all appropriate and timely measures to protect the health, safety, and property of Rieter personnel. Any costs relating to personal injury or property damage suffered by Rieter personnel due to the Customer's breach of these obligations shall be fully compensated by the Customer.

在整个服务期间，客户应负责为 Rieter 人员提供安全、适当且设备齐全的工作环境，并承担相关费用。包括但不限于：清洁、可进入且持续供电的工作场所；当地交通、住宿以及为履行服务所合理需要的通讯支持；确保工作顺利执行所需的任何其它现场支持。如发生紧急情况或不可抗力事件，客户应采取一切适当且及时的措施，保护 Rieter 人员的健康、安全与财产。因客户违反上述义务而导致 Rieter 人员遭受人身伤害或财产损失而产生的任何费用，均应由客户全额赔偿。

- 8.6 The Customer shall ensure that Rieter personnel are granted access to the site and permitted to perform the Services during the generally applicable local working hours. Any deviation requiring work outside such standard working hours shall be subject to

Rieter's prior written consent. If such deviation is requested by the Customer, Rieter reserves the right to charge the Customer for any additional costs, overtime rates, or surcharges incurred as a result thereof.

客户应确保在当地通用工作时间内准许 Rieter 人员进入现场并允许其履行服务。如需在上述标准工作时间之外开展工作，任何此类变更均须事先取得 Rieter 的书面同意。若客户提出此类变更要求，Rieter 保留向客户收取由此产生的任何额外费用、加班费或附加费的权利。

## 9. Commissioning and Acceptance 调试和验收

9.1 Rieter shall notify the Customer when the Services have been completed and the Equipment is ready for acceptance. The Customer shall start carrying out an inspection to be completed within a reasonable timeline specified by Rieter. After successful inspection the Customer shall ensure that its authorized representative signs the acceptance document prepared by Rieter (e.g., Installation or Commissioning Certificate), confirming satisfactory completion of the Services and the proper condition of the Equipment.

Rieter 应在服务已完成且设备具备验收条件时通知客户。客户应开始进行检查，并在 Rieter 指定的合理期限内完成。检验合格后，客户应确保其授权代表签署 Rieter 出具的验收文件（如安装或调试证书），以确认服务已圆满完成且设备状况良好。

9.2 If the Customer (i) fails to conduct the inspection within the specified period, (ii) fails to return the signed acceptance documents without providing written and substantiated objections within the same period, or (iii) places the Equipment into operational use prior to formal acceptance, then the Equipment and the associated Services shall be deemed accepted as of the date of Rieter's notification referred to in clause 9.1.

如果客户存在以下任一情形：(i) 未能在规定期限内完成验收，(ii) 未能在该期限内返还已签署的验收文件，且未提供书面并附有依据的异议，或 (iii) 在正式验收前将设备投入运行使用，则设备及相关服务应自发出通知之日起视为已验收合格（Rieter 依据第 9.1 条）。

9.3 No formal acceptance procedure shall apply to Parts. Such Parts shall be deemed accepted upon delivery, provided the Customer does not notify Rieter of any defects or discrepancies in accordance with Clause 8.

零部件不适用上述验收程序。若客户未依照第 8 条就任何缺陷或不符之处通知 Rieter，则该零部件应在交付时即被视为已验收合格。

## 10. Late or Non-Performance by the Customer 客户延迟履行或不履行

10.1 If any performance under the Contract is delayed due to reasons attributable to the Customer, the Customer shall be responsible for all costs and losses incurred by Rieter as a result thereof. These costs or losses may include, but are not limited to, late interest, storage costs, financing charges, rescheduling expenses, disposal costs, and labor-related costs. Unless expressly waived in writing by Rieter, the Customer must fully settle all such outstanding amounts prior to any further performance by Rieter. At its sole discretion, Rieter may elect to proceed with performance before such settlement; however, such action shall not constitute a waiver of Rieter's right to recover all outstanding amounts or to pursue any other available remedies.

如因可归责于客户的原因导致本合同项下任何履行发生延迟，客户应承担 Rieter 因此产生的所有费用和损失。此类费用或损失包括但不限于逾期利息、仓储费、融资费用、重新安排费用、处置费用以及与人工相关的费用。除非 Rieter 书面明确放弃，否则客户须在 Rieter 继续履行任何义务之前，全额结清所有此

类未付款项。Rieter 可自行决定在结清款项前是否继续履行合同；但此行为不构成 Rieter 放弃追索全部未付金额或采取任何其它可行补救措施的权利。

10.2 Should the Customer fail to fulfill its contractual obligations, Rieter may grant a reasonable cure period. If the Customer does not remedy the failure within this period, Rieter shall be entitled, at its discretion, to dispose of the Equipment and Parts, suspend further Services, and/or terminate the Contract at any time with immediate effect. In such cases, the Customer shall be liable for all costs and losses incurred by Rieter, in addition to liquidated damages equal to 10% of the total Price. This shall not limit Rieter's right to claim additional damages if actual losses exceed the liquidated amount.

如客户未能履行其合同义务，Rieter 可给予合理的整改期限。如客户未在规定期限内纠正违约行为，Rieter 有权自行决定处置设备和零部件、暂停后续服务，和/或随时立即终止合同。在此情况下，客户应赔偿 Rieter 因此产生的全部费用和损失，此外还需支付相当于合同总价 10% 的违约金。如果实际损失超过违约金数额，本条款不限制 Rieter 主张额外损害赔偿的权利。

## 11. Warranty 质保条款

11.1 Rieter warrants that, at the time of delivery, the Equipment and Parts comply with the product specifications agreed in the Contract and are free from defects in material and workmanship. Any special characteristics of the Equipment and Parts (including, without limitation, service life, production capacity, performance, or the nature, quality or quantity of the output to be manufactured) shall only be deemed warranted if expressly agreed in writing as "warranted characteristics". Any such warranted characteristics shall remain valid only until the expiration of the applicable standard warranty period defined above. In connection with Equipment and Parts which is manufactured by third parties, Rieter makes no representations, warranties or guarantees of any kind, either express or implied, other or beyond the explicit terms given by the original manufacturer.

Rieter 保证，设备及零部件在交付时符合本合同中约定的产品规格，且不存在材料与工艺方面的缺陷。设备和零部件的任何特殊特性（包括但不限于使用寿命、生产能力、性能或拟生产产品的性质、质量或数量），仅在以书面形式明确约定为“保证特性”时，方视为 Rieter 作出的保证。任何该等保证特性仅在适用的标准质保期届满前有效。对于由第三方生产的设备和零部件，除原制造商明确提供的条款外，Rieter 不作任何明示或暗示的声明、保证或担保。

11.2 The warranty period for Equipment shall be 12 months from the date of acceptance pursuant to Clause 9 or 18 months from the date of delivery, whichever date occurs first. The warranty period for Parts shall be 6 months from the date of delivery or 9 months after notification of the delivery date, whichever date occurs first.

设备的质保期应为自根据第 9 条完成验收之日起 12 个月，或自交付之日起 18 个月，以先到期者为准。零部件的质保期为自交货之日起 6 个月，或自交货日期通知之日起 9 个月，以先到期者为准。

11.3 Furthermore, the warranty shall be excluded if a defect occurs due to or is associated with, wholly or partially, any of the following events:

此外，若故障的发生全部或部分系因以下任一情形所致或与之相关，则 Rieter 不承担质保责任：

- use of parts which have not at least the same quality as the comparable Parts; 使用的零部件，其质量未达到与相应同类零部件至少同等的质量标准；
- use of materials provided, designed or specified by the Customer;

使用由客户提供、设计或指定的材料；

- assembly and installation of the Equipment not supervised by Rieter or its authorized representative;  
设备的组装和安装未经 Rieter 或其授权代表监督；
- disregard of Rieter's operating or maintenance instructions, conditions or specifications;  
未遵守 Rieter 的操作或维护说明、条件或规格；
- repairs or modifications carried out by the Customer or third parties;  
由客户或第三方进行的维修或改动；
- excessive mechanical or thermal stress, unsuitable operating materials, inappropriate raw materials, chemical or electrolytic influences, voltage or current fluctuations, or other causes beyond Rieter's control;  
过度的机械或热负荷、不适当的操作材料、不合适的原材料、化学或电解影响、电压或电流波动，或其它 Rieter 无法控制的原因；
- inadequate installation, maintenance, storage or repair by the Customer;  
客户对设备进行的不当安装、维护、储存或维修；
- failure of the Customer to notify Rieter of defects as per the GTC and take immediate and appropriate steps to mitigate damage;  
客户未根据 GTC 的规定就故障通知 Rieter，且未立即采取适当措施减轻损失；
- normal wear and tear;  
正常磨损；
- Force Majeure as defined in Clause 12.1;  
第 12.1 条所定义的不可抗力；
- Accidents; and defect affects things other than Equipment and Parts themselves.  
事故；以及缺陷影响设备及零部件本身以外的事物。

11.4 Should the Customer discover during the warranty period latent defects in the Equipment and Parts, it shall notify Rieter in writing thereof immediately upon such discovery. If the Customer fails to notify Rieter within the warranty period, the Customer shall be responsible for any deterioration, damage or additional loss to the Equipment and Parts that occurs as a result of such late notification. In such event, the Customer loses, subject to mandatory law, any and all claims against Rieter in relation to the respective warranty claim.

如客户在质保期内发现设备及零部件存在潜在缺陷，应在发现后立即书面通知 Rieter。如客户未能在质保期内通知 Rieter，则因该延迟通知而导致的设备及零部件任何进一步恶化、损坏或额外损失，均由客户自行承担。在此情况下，除法律另有强制性规定外，客户就该等质保事项对 Rieter 享有的任何及全部权利均视为放弃。

11.5 If Rieter has received a written notice of a potential warranty claim within the applicable warranty period, Rieter shall, after confirming that the reported issue constitutes a breach of warranty, at its sole discretion and cost, repair or replace the defective items. Repaired or replaced defective items shall carry only the unexpired portion of the original warranty period.

如 Rieter 在质保期内收到有关潜在质保索赔的书面通知，并在确认客户所报告的问题构成违反质保义务后，Rieter 应自行决定并承担费用，对有缺陷的产品进行维修或更换。经维修或更换的产品，仅在原质保期剩余期间内继续享有质保。

11.6 Any replacement or remedial action taken by Rieter prior to such final confirmation shall be for the purpose of maintaining customer satisfaction only and shall not constitute an acknowledgment of any defect or warranty breach. Rieter reserves the right to analyze the root cause and determine warranty coverage thereafter.

Rieter 在最终确认前所采取的任何更换或补救措施，仅为维持客户满意度之目的，不构成对任何缺陷或违反质保义务的承认。Rieter 保留随后进行根本原因分析并据此确定是否属于质保范围的权利。

11.7 Any replaced items shall become Rieter's property. Unless otherwise agreed in writing, the Customer shall bear all costs related to customs duties, local taxes, and transportation risks for shipments to and from Rieter.

任何被替换下来的零部件均归 Rieter 所有。除非另有书面约定，客户应承担与货物往返 Rieter 运输相关的所有关税、地方税费及运输风险费用。

11.8 To the extent permitted by applicable law, the warranties and remedies in this Clause 11 shall be the sole and exclusive warranties of Rieter and the sole and exclusive remedies of the Customer. All other express or implied warranties and remedies, whether by law, in any communication with the Customer, or otherwise, including without limitation any implied warranty of merchantability or fitness for a particular purpose are expressly waived and excluded.

在适用法律允许范围内，本 GTC 第 11 条规定的质保和补救措施，构成 Rieter 提供的唯一且排他性的质保，以及客户享有的唯一且排他性的补救措施。除本条明确规定外，所有其它明示或暗示的声明、质保和救济，无论基于法律规定、与客户的任何沟通或其它情形（包括但不限于关于适销性或特定目的适用性的任何默示保证），均在此明确排除。

## 12. Force Majeure 不可抗力

12.1 "Force Majeure" means an event beyond the reasonable control of a party or its subcontractors/sub-suppliers, including, but not limited to, war, regulations or other requirements by any governments or branches, subdivisions or agencies thereof, sanctions, blockade, embargo, restriction on exportation or importation of material or equipment or services, terrorist acts, rebellion, revolution, contamination, riot, strike, sabotage, lock-out, port congestion, restriction of power supply, epidemics/pandemics, quarantine, earthquake, volcanic activity, fire, flood, storm, any delays or any non-performance of Rieter's subcontractors/sub-suppliers to the extent caused by any of the foregoing circumstances. Non-payment of outstanding amounts shall not be considered Force Majeure.

“不可抗力”是指超出一方或其分包商/次级供应商合理控制范围的事件，包括但不限于战争、任何政府或其下属部门、分支机构或机构发布的法规或其他要求、制裁、封锁、禁运、对材料、设备或服务进出口的限制、恐怖主义行为、叛乱、革命、污染、骚乱、罢工、破坏、停工闭厂、港口拥堵、电力供应限制、流行病/大流行病、检疫隔离、地震、火山活动、火灾、洪水、风暴，以及因上述任何情况导致的 Rieter 分包商/次级供应商出现的任何延误或不履约行为。未支付的到期款项不构成不可抗力。

12.2 If a Force Majeure event occurs, which does or might affect the fulfillment of a party's contractual obligations, such party shall notify the other party thereof within 10 working days in writing.

若发生不可抗力事件，且该事件影响或可能影响一方履行合同义务，则该方应在 10 个工作日内以书面形式通知对方。

12.3 No party shall be in breach of contract if performance of such party's contractual obligations is impaired or prevented by an event of Force Majeure. The affected party shall use commercially reasonable efforts to eliminate the effects of the Force Majeure event as quickly as possible, provided, however, that if such commercially reasonable efforts will result in an increase in Rieter's cost, then any continuation of such efforts shall be subject to the parties' agreement in writing to an appropriate adjustment of the Price to account for such increased cost of performance. The time

for delivery of Equipment or Parts and performance of any Service shall be extended by the duration of the effects of Force Majeure plus a reasonable time for the resumption of the work. The documentation by Rieter on the time of Force Majeure and the reasonable time for the resumption of the work shall be conclusive evidence. Each party shall fulfil its contractual obligations insofar as they have become due before the occurrence of an event of Force Majeure.

如因不可抗力导致任何一方无法履行或阻碍履行其合同义务，则该方不构成违约。受影响方应尽商业上合理努力尽快消除不可抗力事件造成的影响，但如果该等努力将导致 Rieter 成本增加，则是否继续采取该等努力，须经双方书面协商一致，就合同价格作出适当调整，以弥补履约成本的增加。设备或零部件的交付及任何服务的履行期限应顺延，顺延时间包括不可抗力影响的持续时间以及恢复工作的合理时间。Rieter 就不可抗力事件发生时间及合理复工时间出具的书面证明文件应作为决定性证据。各方应履行其在不可抗力事件发生前已到期的合同义务。

- 12.4 If the effects of a Force Majeure event continue for a period of 90 days, either party may immediately terminate the Contract by written notification to the other party. Rieter shall be paid the value of all works wholly or partly executed, of all material ordered and the expenditures reasonably incurred in the expectation of completing the works, as well as the costs of demobilization. The documentation by Rieter on the costs as referred to in the preceding sentence shall be conclusive evidence.

若不可抗力事件的影响持续超过 90 天，任何一方均可书面通知另一方立即终止本合同。Rieter 有权就已全部或部分完成的价值、已订购的所有材料价值、为完成工程而合理产生的支出，以及遣散撤离费用收取相应款项。Rieter 就上文所述费用的证明文件应为决定性证据。

### 13. Limitation of Liability 责任限制

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND UNLESS EXPRESSLY AGREED OTHERWISE IN THE GTC, IN NO EVENT SHALL RIETER BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES OR ANYONE ELSE, UNDER THE CONTRACT OR BY REASON OF ANY PERFORMANCE OR NON-PERFORMANCE OF RIETER, RIETER'S AFFILIATES, OR ANY OF RIETER'S OR RIETER'S AFFILIATES' DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS OR OTHER REPRESENTATIVES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, HOWSOEVER AND WHATEVER THE CAUSE THEREOF, FOR LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS, LOSS OF PRODUCTION, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF CONTRACTS, GOODWILL, OR INCREASED COSTS OF OPERATION, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES OR DAMAGES.

在法律允许的最大范围内，除非在 GTC 项下另有明确约定，RIETER 在任何情况下均不对客户、客户的关联公司或任何其他方承担任何责任，无论该责任是基于合同关系还是因 RIETER、RIETER 关联公司或其董事、高管、员工、分包商或其他代表人的履约或不履约行为，无论该等责任基于合同、侵权或其他法律依据，亦无论其原因如何。在任何情况下，RIETER 均不对以下任何损失或损害承担责任：利润损失、收入损失、预期节省损失、生产损失、业务中断、使用损失、合同损失、商誉损失或运营成本增加，或对于任何附带、后果性、特殊或间接损失或损害。

### 14. Intellectual Property Rights 知识产权

- 14.1 "Intellectual Property Rights" refers exclusively to all proprietary rights owned by or licensed to Rieter, whether existing prior or after or developed in the course of performing the Contract, and whether

registered or unregistered. This includes, without limitation, patents, patent applications, inventions, utility models, copyrights, software, trade names, trademarks, domain names, industrial designs, know-how, and trade secrets.

“知识产权”是指由 Rieter 拥有或被许可使用的所有专有权利，无论其存在于合同履行之前、之后，还是在合同履行过程中产生，也无论其是否经过注册。包括但不限于专利、专利申请、发明、实用新型、版权、软件、商号、商标、域名、工业设计、专有技术以及商业秘密。

- 14.2 All Intellectual Property Rights in technical specifications, design documents, software, training materials, and other deliverables provided by Rieter in connection with the Contract remains Rieter's sole and exclusive property. The Customer shall not disclose, reproduce, distribute, sublicense, or otherwise make them available to third parties without Rieter's prior written consent. Rieter grants the Customer a non-exclusive, non-transferable, royalty-free license to use any such Intellectual Property Rights solely for the operation, maintenance, and internal use of the Equipment and Parts. This license does not permit reverse engineering, decompiling, copying, mapping, modifying, or creating derivative works, nor any analysis intended to reveal Rieter's underlying technology or trade secrets.

Rieter 根据本合同提供的技术规范、设计文件、软件、培训材料及其它可交付成果中的所有知识产权，均为 Rieter 独有的专有财产。未事先经 Rieter 书面同意，客户不得向第三方披露、复制、分发、再许可或以其它方式提供该等信息。Rieter 授予客户一项非专有、不可转让、免版税的许可，仅限于为设备及零部件的操作运行、维护及内部使用之目的使用该等知识产权。本许可不包括进行逆向工程、反编译、复制、映射、修改或创建衍生作品，也不允许进行任何旨在识别或获取 Rieter 底层技术或商业秘密的分析行为。

- 14.3 To Rieter's knowledge the Deliverables do not infringe any registered third-party Intellectual Property Rights in the country of destination communicated by the Customer. Rieter may, at its discretion, take necessary actions, defend or settle any such alleged infringements and the Customer shall cooperate as reasonably required. Rieter has no liability to the Customer regarding infringements resulting from modifications performed by the Customer or a third party, the Customer's specifications, the combination of Rieter's Deliverables with third-party products, or unauthorized or inappropriate use such as non-compliance with the operation or maintenance instructions. In such cases, the Customer shall indemnify and hold Rieter harmless from any resulting claims, damages, or costs.

据 Rieter 所知，交付物在客户告知的目的地国家/地区内未侵犯任何第三方已注册的知识产权。Rieter 可自行决定采取必要措施，为任何此类涉嫌侵权行为进行抗辩或达成和解，客户应按合理要求予以配合。对于因客户或第三方对产品进行的修改、客户提供的规格要求、将 Rieter 交付物与第三方产品组合使用，或未经授权或不当使用（例如不遵守操作或维护说明）而导致的侵权行为，Rieter 不对客户承担任何责任。在此情形下，客户应赔偿并使 Rieter 免受任何由此产生的索赔、损害赔偿或费用影响。

- 14.4 Any breach of Clause 14.2 shall constitute a material violation of the Contract and entitle Rieter to seek injunctive relief and claim damages in accordance with applicable law.

任何违反第 14.2 条项下规定的行为均构成本合同的重大违约，Rieter 有权根据适用法律寻求禁令救济并主张损害赔偿。

### 15. Operating Safety 操作安全

- 15.1 Equipment and Parts manufactured and supplied by Rieter comply with mandatory laws and standards. Compliance with other

requirements shall only be applied if agreed in writing in the Contract.

Rieter 制造和供应的设备和零部件均符合强制性法律和标准。除非在合同中另有书面约定，否则不适用其它要求。

- 15.2 The Customer undertakes to comply with the operating and maintenance instructions as well as safety information provided by Rieter and to instruct its personnel accordingly. In the absence of written notification to the contrary from the Customer, the Customer shall be deemed to have received the operating and maintenance instructions as well as safety information as documented by Rieter.

客户承诺遵守 Rieter 提供的操作和维护说明及安全信息，并对其人员进行相应指导。如客户未以书面形式另行通知，则视为客户已收到 Rieter 编制的操作和维护说明及安全信息。

- 15.3 Existing safety devices and safety/warning notices must not be removed. Poorly attached or damaged notices must be reattached or replaced immediately. Rieter undertakes to replace a reasonable number of safety/warning notices which have become unusable at any time. Changes to safety instructions must be implemented immediately and observed by the Customer.

现有的安全装置及安全/警示标志不得拆除。粘贴不牢或损坏的标识必须立即重新粘贴或更换。Rieter 承诺，可随时更换合理数量的已无法使用的安全/警告标识。安全说明的变更必须立即执行，并由客户遵守。

- 15.4 Modifications which could impair operating safety may, at the sole discretion of Rieter, only be carried out by or under the direction of Rieter.

任何可能影响操作安全的改造，仅可由 Rieter 进行或在其指导下进行，具体由 Rieter 自行决定。

- 15.5 The Customer is obliged to inform Rieter immediately in writing if an incident or accident involving Equipment or Parts occurs or if it becomes apparent that the operating safety of Equipment or Parts is no longer guaranteed.

若发生涉及设备或零部件的事件或事故，或发现设备或零部件的操作安全已无法得到保障，客户应立即书面通知 Rieter。

- 15.6 The Customer shall indemnify Rieter against any and all liability towards third parties arising from any failure to comply with the aforementioned obligations and applicable laws.

因客户未履行上述义务或未遵守适用法律而导致的对任何第三方的责任，客户应对 Rieter 进行赔偿并使其免受损害。

## 16. Confidentiality 保密

The parties shall keep in strict confidence any and all information, data or material, either designated as confidential or which are in fact of confidential or non-public nature, which are disclosed, made available, or perceived through observation, including, but not limited to, all drawings, specifications, documentations, inventions, processes, business concepts, business information and technical and commercial know-how (collectively "Confidential Information"). Each party shall limit the dissemination of Confidential Information to those persons within its organization who reasonably need to know such information to perform the Contract, inform these persons about the confidential character of the Confidential Information, and bind these persons to the confidentiality obligations set out in the GTC.

各方应对所有被指定为保密或事实上具有保密或非公开性质的信息、数据或材料予以严格保密，包括通过披露、提供或观察获知的所有图纸、规格、文件、发明、工艺、商业理念、商业信息以及技术和商业专有技术（统称为“保密信息”）。各方应将保密信息的传播限制在其组织内部为履行合同而有合理需要

知悉此类信息的人员范围内，告知该等人员保密信息的保密性质，并使其受 GTC 中规定的保密义务的约束。

## 17. Compliance 合规要求

- 17.1 The Customer is aware of the Rieter Code of Conduct (available at [www.rieter.com](http://www.rieter.com)) and applies internally at least same strict standards as set out therein.

客户知悉 Rieter 行为准则（详见 [www.rieter.com](http://www.rieter.com)），并在内部执行不低于该准则所规定的严格标准。

- 17.2 The Customer shall comply with all applicable laws and regulations. This includes, without limitation, all applicable international and national tax, customs, environmental, health and safety, and product related laws and regulations. The Customer is solely responsible for obtaining and maintaining all required permits, registrations, filings and tax documentation.

客户应遵守所有适用的法律法规。包括但不限于所有适用的国际和国家税收、海关、环境、健康与安全以及产品相关法律法规。客户须自行负责办理并持续持有所有必要的许可、注册、备案文件及税务相关文件。

- 17.3 The Customer hereby acknowledges and agrees that the Deliverables, Confidential Information, technical documentation, technology, or know-how may be subject to applicable export control and sanctions laws, regulations, rules, and licenses ("Export Control and Sanctions Rules"). The Customer shall comply with the Export Control and Sanctions Rules. In particular, but without limitation, the Customer will not, and will procure that none of its affiliates will, use, sell, resell, export, re-export, dispose of, disclose or otherwise deal with the Deliverables, Confidential Information, technical documentation, technology, or know-how, directly or indirectly, to any sanctioned or embargoed destination or person. The Customer shall not do anything which would cause Rieter or its affiliates to be in breach of any Export Control and Sanctions Rules.

客户特此确认并同意，可交付成果、保密信息、技术文件、技术或专有技术可能受适用出口管制和制裁法律、法规、规则及许可（“出口管制和制裁规则”）的约束。客户应遵守出口管制和制裁规则。特别是但不限于，客户不得且应确保其任何附属公司亦不得直接或间接向任何受制裁或禁运的国家/地区或个人，使用、出售、转售、出口、再出口、处置、披露或以其他方式处理可交付成果、保密信息、技术文件、技术或专有技术。客户不得从事任何可能导致 Rieter 或其附属公司违反任何出口管制和制裁规定的行为。

- 17.4 Notwithstanding any other provision of this Contract, Rieter is under no obligation whatsoever to provide any Services which make it necessary to send staff to regions for which a governmental authority has issued a travel warning pursuant to which people are advised not to travel to such regions. Any such travel warning is deemed to be a matter of Force Majeure.

尽管本合同有其它规定，若政府机构已针对特定地区发布旅行警告，建议民众避免前往该地区，则 Rieter 无任何义务需派遣员工前往该地区而提供任何服务。任何此类旅行警告均被视为不可抗力事件。

- 17.5 The parties undertake to comply with the provisions of the applicable data protection legislations. For the performance of the Contract Rieter may use and transmit personal data to affiliates of Rieter which are located in other countries subject to any required (separate) consent of the Customer. For further information on the processing of personal data by Rieter see the privacy statement on the Rieter website [Privacy Statement | Rieter](#), which shall be an integral part of the GTC.

各方承诺遵守适用的数据保护法规之规定。为履行本合同，Rieter 可在取得客户任何必要的（单独）同意前提下，使用个

人数据，并将其传输至位于其他国家/地区的 Rieter 联属公司。有关 Rieter 处理个人数据的更多信息，详见 Rieter 网站上的隐私声明 [隐私声明 | Rieter](#)，该隐私声明构成 GTC 不可分割的一部分。

- 17.6 Failure by Customer to comply with any part of this Clause 17 shall constitute a material breach of the Contract. Rieter reserves the right without any liability to the Customer to suspend or refuse to perform and terminate the Contract at any time and with immediate effect upon written notice to the Customer if Rieter in good faith believes that the Customer or its personnel is subject to any sanctions or restrictive measures under Export Control and Sanctions Rules or if the Customer has failed to comply with any part of Clause 17.
- 客户未能遵守本第 17 条的任何部分，均构成对本合同的重大违约。若 Rieter 善意认为客户或其人员受到出口管制和制裁规则项下任何制裁或限制性措施约束，或客户未能遵守本第 17 条的任何约定，则 Rieter 保留在随时向客户发出书面通知后立即暂停、拒绝履行合同并终止合同的权利，且对此不承担任何责任。
- 17.7 The Customer shall indemnify Rieter from all damages, losses, penalties, fines and costs of any kind arising from, or relating to, any breach of Clause 17. This indemnity survives termination of the Contract.
- 客户应因违反第 17 条所引起或与之相关的所有损害、损失、处罚、罚款及费用，向 Rieter 作出赔偿。本赔偿责任在合同终止后仍然有效。
- 18. Governing Law and Jurisdiction 适用法律和管辖权**
- 18.1 The Contract and any dispute arising out of or in connection with the Contract are governed by and construed in accordance with the laws of People's Republic of China, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 本合同以及因本合同产生或与本合同有关的任何争议均受中华人民共和国的法律管辖并依其解释，但不适用《联合国国际货物销售合同公约》(CISG)。
- 18.2 If a dispute arises out of or in connection with the Contract, either party may give to the other party written notice of such dispute, together with relevant supporting documentation. Upon delivery of the written notice, the parties shall attempt in good faith to resolve the dispute; provided, however, that if the parties are for any reason unable to resolve the dispute within 30 calendar days since delivery of the written notice, either party may initiate proceeding(s) in accordance with clause **Error! Reference source not found.**
- 如果因本合同引起或与本合同有关的任何争议，任何一方均可向另一方发出书面通知，说明争议，并附上相关证明文件。收到书面通知后，双方应本着诚意努力解决争议；但如果自书面通知送达之日起 30 个日历日内，双方因任何原因未能解决该争议，则任何一方均可根据第 **Error! Reference source not found.** 条提起法律程序。
- 18.3 Any dispute, controversy, or claim arising out of, or in relation to, the Contract, including, without limitation, the validity, invalidity, breach, or termination thereof, shall be finally settled in accordance with the rules of the Shanghai International Arbitration Center ("SHIAC"). The hearing of arbitration shall be in Shanghai, China. The arbitration tribunal shall be composed of 3 arbitrators, one of whom shall be appointed by Rieter, one of whom shall be appointed by the Customer, and one of whom shall be appointed by the arbitration tribunal. The language of the arbitration shall be English. Any award made by the arbitral tribunal shall be final and binding on the parties who hereby exclude any right of appeal to any court which might otherwise have jurisdiction in respect of the matter. The costs of arbitration (including reasonable attorney's fees) shall be borne by

the party that loses the claim. If the claim is partly lost, the losing party has to bear the costs of arbitration in proportion to the percentage that it has lost the claim unless otherwise determined by the arbitral tribunal. Such percentage shall be determined by the arbitration award. The remaining costs of the arbitration shall be borne by the other party.

凡因本合同引起或与本合同相关的任何争议、分歧或索赔，包括但不限于合同的有效性、无效性、违约或终止事宜，均应根据上海国际仲裁中心 ("SHIAC") 的规则进行最终解决。仲裁听证会应在中国上海举行。仲裁庭由 3 名仲裁员组成，其中一名由 Rieter 指定，一名由客户指定，一名由仲裁庭指定。仲裁语言为英语。仲裁庭作出的任何裁决均为终局裁决，对各方当事人具有约束力，各方特此放弃就相关事项向任何可能具有管辖权的法院提起上诉的权利。仲裁费用（包括合理的律师费）应由败诉方承担。若索赔部分败诉，败诉方应按其败诉比例承担仲裁费用，除非仲裁庭另有决定。该百分比应由仲裁裁决确定。仲裁的其余费用应由另一方承担。

## 19. Miscellaneous 其它事项

- 19.1 Amendments to the Contract shall be made in writing and signed by duly authorized representatives of each party. This also applies to any agreement to waive the requirement for observance of the written form. The terms "in writing", "written", and similar expressions used in the Contract shall system generated (electronic) form.
- 对本合同的修改应以书面形式作出，并经各方正式授权代表签署。此规定同样适用于任何放弃遵守书面形式要求的协议。合同中使用的“书面”、“书面形式”及类似表述应指系统生成的（电子）形式。
- 19.2 The relationship of the parties is that of independent contractors. The parties are not deemed to be agents or partners nor are they engaged in a joint venture for any purpose because of the Contract or the transactions contemplated thereby.
- 双方的关系为独立承包商关系。双方不因本合同或其拟进行的交易而被视为彼此的代理人或合伙人，也不被视为为任何目的而从事合资经营。
- 19.3 If one or more provisions of the Contract are determined to be invalid or unenforceable by mutual agreement of both parties or a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect without said provision(s). The parties shall in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which shall most nearly approximate the legal and business object of the provision that has to be replaced.
- 若本合同中的一项或多项条款经双方协商一致或经有管辖权的法院认定为无效或不可执行，则除该等条款外，合同其余部分仍应完全有效并继续履行。双方应本着诚信原则，就任何被认定为无效或不可执行的条款协商制定替代条款，该替代条款应尽可能接近被替换条款的法律和商业目的。
- 19.4 Each party shall, at its sole expense, execute and do, or procure the execution and doing of, all such deeds, documents, acts, and things as may be necessary or appropriate to carry out the purposes and the implementation of the Contract.
- 各方应自行承担费用，签署并履行或促使签署并履行一切必要或适当的契约、文件、行为及事项，以实现本合同的目的并实施本合同。
- 19.5 The parties agree that their rights and obligations under the Contract must not be delegated, transferred, or assigned to any person without the prior written consent of the other party, which consent shall not unreasonably be withheld, delayed, or conditioned. Notwithstanding the preceding sentence, Rieter may, at its sole discretion, at any time delegate, transfer, or assign its rights and obligations under the Contract to any of its affiliates. The Contract

shall be binding upon and inure to the benefit of the parties and their successors and assigns.

双方同意，未经另一方事先书面同意，不得将合同项下的权利和义务委托、转让或让与给任何其他人，且该同意不得无理拒绝、拖延或附带条件。尽管有前述规定，Rieter 仍可自行决定随时将其在本合同项下的权利和义务委托、转让或让与其任何附属公司。本合同对双方及其继承人和受让人均具有约束力并使其受益。

- 19.6 All rights and remedies of the Customer for any claims in connection with the Contract, whether arising in contract, tort, statute or otherwise, are, to the extent permitted by law, exclusively governed by these GTC.

客户就与本合同相关的任何索赔所享有的所有权利和救济，无论基于合同、侵权、法规或其它原因产生，在法律允许的范围内，均应完全受本 GTC 的管辖。

- 19.7 The failure of a party to enforce any provision of the Contract shall not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

一方未能执行合同中的任何条款，不应被解释为该方放弃此后执行该条款或任何其它条款或权利的权利。

- 19.8 All information, notices, requests, consents, acceptances, confirmations, claims, demands, waivers, and other communications required or permitted to be made under the Contract ("Notice(s)") must be made in written form and addressed to the relevant party. Notices may be delivered by personal delivery, international courier (with all fees pre-paid), or email, provided that if any Notice relating to a breach or termination of the Contract is sent by email, such Notice must also be delivered by personal delivery or international courier (with all fees pre-paid). A Notice is effective only upon its receipt by the receiving party, and if the party giving the Notice has complied with the requirements of this clause. For the purpose of the preceding sentence, if a Notice sent by email must also be delivered by personal delivery or international courier, then such Notice shall be deemed received upon receipt of the Notice sent by such other delivery method. All Notices to be given under the Contract shall be in English or the prevailing local language at Rieter' registered office.

根据本合同要求或允许发出的所有信息、通知、请求、同意、接受、确认、索赔、要求、弃权及其它通信（“通知”），均须采用书面形式并送达相关方。通知可通过专人递送、国际快递（所有费用预付）或电子邮件方式送达，但如果任何与违反或终止合同相关的通知是通过电子邮件发送的，则该通知还必须通过专人递送或国际快递（所有费用预付）方式送达。通知仅在接收方收到且发出通知的一方已遵守本条款要求时才生效。就前述条款而言，如果通过电子邮件发送的通知还必须通过专人递送或国际快递送达，则该通知应在收到通过其它递送方式发送的通知时被视为已送达。根据本合同发出的所有通知均应使用英文或 Rieter 注册办事处所在地的当地通用语言。

March 2026

2026 年 3 月