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## General Terms and Conditions of Sale and Delivery 销售交货通用条件

### 1. Scope 范围

These General Terms and Conditions of Sale and Delivery shall govern the transaction described in seller's order confirmation unless additional or contrary terms are expressly stated in the seller's order confirmation. The purchaser's General Terms and Conditions, in particular the purchaser's Purchasing Terms and Conditions, do not become part of the contract even if the seller accepts payments from the purchaser and makes deliveries.

卖方确认书内描述的交易将遵循下列销售交货通用条件，确认书中特殊注明的条款除外。买方的通用条件，特别是买方的通用受购条件，不纳入本合同，即使卖方接受买方的付款并进行交货。

### 2. Conclusion of the contract 合同的生效

A contract for the sale of goods is made and becomes effective upon receipt by the purchaser of the seller's written order confirmation upon the terms stated therein. 货物销售合同在买方收到卖方的书面确认后根据所述条件订立生效。

### 3. Scope of delivery 交货范围

The final and complete description of the deliveries and services to be rendered by the seller is given in the order confirmation including any annexes thereto.

确认书最终且完整地说明由卖方提供的交货和服务范围。

### 4. Plans and technical documentation 方案和技术文档

4.1 Technical documentation such as illustrations, drawings, details of weights and dimensions provided by the seller are only approximate, unless they are contained in or referred to in the order confirmation or an annex thereto.

卖方提供的技术文件如图表、图画，重量和尺寸标注等仅供参考，确认书或附件内包含或提及的除外。

4.2 Data provided by the seller in respect of buildings (foundation plan, power supply plans, etc.) are not binding upon the seller, unless they are contained or referred to in the order confirmation, and they must be verified and complied with by the purchaser with respect to structural features. The purchaser is solely responsible for ensuring that its premises comply with the structural prerequisites for installing the items being supplied.

卖方提供的有关厂房的数据（地脚图，电源布置等）对卖方没有约束力，确认书中包含或提及的数据除外。买方须从结构特征方面进行核实并认

同。买方将全权负责确保其厂房符合所提供设备的安装条件。

4.3 Each party to the contract reserves all rights to calculations, plans and technical documentation which it has made available to the other party. The party to the contract receiving such material acknowledges these rights and will not make the documentary material wholly or partially accessible to third parties or utilize it for purposes other than that for which it has been made available without obtaining the prior written authorization of the other party to the contract.

合同的任何一方对于提供给对方的计算结果、方案和技术文档保留所有权力。合同一方收到对方发来的材料时即认可对方保留的权力。在未经对方书面授权的情况下，文档材料不可全部或部分地透露给第三方，或用于规定以外的其他用途。

4.4 The purchaser itself may use the software, know-how and documentary material made available to it to the extent provided for, but may not disclose them to third parties or copy them. Any extension or modification of software by the purchaser requires the written consent of the seller.

买方可在同意的范围内使用卖方提供的软件、专业技术和文档材料，但是不可复制或透露给第三方。买方如对软件有扩展、升级等要求，必须征求卖方的书面许可。

## 5. Health and safety requirements 健康与安全要求

The goods manufactured and supplied by the seller conform to the relevant and directly applicable directives and standards of the European Community. Compliance with other standards requires written agreement to this effect in the order confirmation.

由卖方制造和提供的商品符合欧盟相关和直接或间接的条例和标准。如需附加其他标准，需在确认书中注明。

## 6. Retention of ownership 所有权保留

6.1 The seller retains ownership of the items supplied until all existing obligations towards it have been met in full and until it has been indemnified in full against all contingent liabilities.

在买方完全履行所有与之相关的义务和相关责任以前，卖方对所提供的产品保留所有权。

6.2 The purchaser shall take all action necessary to protect the seller's property (e.g. procuring insurance on the items supplied) at its own expense. The purchaser shall and hereby does authorize the seller to execute any required instruments in the purchaser's name and to make any registration of its retention

of ownership in public registers, books or suchlike which may be necessary to comply with the relevant legal provisions. The cost of registration will be borne by the purchaser.

买方应采取一切必要的措施保护卖方的财产（例如对所提供的货物进行投保）并承担发生的费用。买方应授权且在此授权卖方以买方的名义采取必要的举动，按照相关法律规定在公开注册、登记等类似事务中注册保留所有权。注册费用由买方承担。

## 7. Delivery, transfer of risk, insurance, etc. 交货，风险转移，保险等

7.1 Delivery, transfer of risk, insurance, etc., shall be made pursuant to the agreed Incoterms clause (2010 Edition, ICC). Unless agreed otherwise, delivery, transfer of risk, insurance, etc., shall be ex works pursuant to Incoterms, 2010 Edition.

交货，风险转移，保险等遵照国际贸易术语解释通则（2010版）。未经特殊说明，交货，风险转移，保险等均按工厂交货术语解释（国际贸易术语解释通则2010版）。

7.2 Part deliveries are permissible.  
允许部分交货

7.3 If delivery is delayed for reasons for which the seller is not responsible, the risk ex works pursuant to Incoterms, 2010 Edition, passes to the purchaser. The items being supplied will be stored and insured by the seller at the purchaser's expense and risk.

若因非卖方原因推迟交货，买方按照工厂交货术语解释（国际贸易术语解释通则2010版）应承担标的物毁损、灭失的风险。卖方负责货物的存放和保险，但费用和 risk 由买方承担。

7.4 Delivery must be accepted by the purchaser. The purchaser must examine the packaging immediately after the arrival of the delivery at its destination and notify the seller immediately in writing of recognizable damage and defects (including incomplete delivery); otherwise the delivery is deemed to be approved in this respect. If the purchaser discovers any damage, it shall mitigate this as far as possible.

买方必须验收货物。货物到达后买方应立即检查包装。若发现明显的损坏和缺陷（包括交货不完整）应立即书面通知卖方，否则将认为买方已认可交货完成。买方在发现有损坏情况下，应采取补救措施减轻损坏程度。

## 8. Failure by the seller to comply with the delivery period/date of delivery 卖方未能遵守交货期/交货日期

8.1 In the event of delayed delivery the purchaser has no right to claim damages or to cancel the contract.

若交货延期，买方无权要求索赔或取消合同。

8.2 However, if the seller has failed to comply with the delivery period or date of delivery through a lack of due care, the purchaser is entitled to the payment of liquidated damages after the fifth week of delay, to the exclusion of all other claims. The liquidated damages shall be limited to 0.5% of the order value of the delayed part of the delivery for each full week of further delay, but in any event not exceeding a total of 5% of the order value of the delayed part of the delivery. The foregoing liquidated damages shall be subject to Clause 12.

The seller shall not be liable for damages of any type in the event of delayed deliveries by sub-contractors or outside suppliers specified by the purchaser.

但是若因卖方疏忽而未能遵守交货期限或交货日期，买方在延迟交货第五周过后有权要求卖方支付违约金。卖方不接受买方除此之外任何其他事由支付赔偿金的要求。违约金计算方法为每延迟七天，支付迟交货物金额的千分之五。但延迟交货的违约金金额累计不超过迟交货物金额的百分之五。上述违约金遵循第 12 条。

卖方将不会承担由于买方指定的供应商延误交货所造成的损失。

8.3 If delivery has still not been made after the 15th week of delay, the purchaser may give the seller a reasonable grace period together with the express declaration that it will refuse to accept delivery if delivery is not made within this grace period. If the seller fails to deliver within this period through a lack of due care, the purchaser may, by giving written notice to the seller cancel that part of the delivery which cannot be utilized as intended due to the delay caused by the seller.

若在延迟第十五周后仍未能交货，买方可以给卖方一个合理的宽限期，同时明确表示如果卖方不能在该宽限期内完成交货，买方将拒绝接受交货。若由于卖方过失而未能能在宽限期内交货，买方可以书面通知卖方取消由于延迟无法使用的这部分货物。

8.4 If the purchaser cancels a delivery pursuant to Section 8.3, it is entitled to compensation for losses it can prove were caused by the delay. The total amount of compensation, including the liquidated damages for delay pursuant to Clause 8.2, may not exceed 15% of the order value of that part of the delivery which the purchaser has justifiably cancelled. All such compensation shall be subject to Clause 12.

若买方根据条款 8.3 取消交货，有权对可预见到的因延迟交货可能造成的损失要求赔偿。赔偿总额，包括条款 8.2 中规定的违约金不超过买方取消的延迟交付的那一部分货物订单额的百分之十五。所有赔偿均遵循第 12 条。

8.5 The delivery period will be appropriately extended and the date of delivery postponed in the event of force majeure such as epidemics,

mobilization, war, riot, labour disputes, damage caused to the plant by natural disaster, embargoes, obstruction of import, export or transit, etc., or other obstacles outside the control of the seller, irrespective of whether these arise with the seller, the purchaser or a third party. Each party to the contract will itself bear the costs it incurs as the result of an event of force majeure.

如遇上不可抗力因素如流行病、动员、战争、暴乱、工潮、自然灾害导致工厂受损、禁运、进出口货物运转受阻等，或由于其他非卖方能力控制下所产生的障碍所导致的延误，有关交货期将相应延迟，因此而产生的对买卖双方或第三方增加的费用均由各自承担。

## **9. Deterioration in financial condition / default of acceptance by the purchaser** **客户财务状况恶化/拒收货物**

9.1 If the seller learns of a material deterioration in the financial condition of the purchaser the seller can request full or partial payment in advance or the provision of security, or cancel the contract.

若卖方获知买方财务状况恶化，卖方可要求提前支付全部或部分的货款，或要求付款保障或取消合同。

9.2 If delivery is delayed due to circumstances for which the purchaser is responsible, the seller is entitled to store the items being supplied at the purchaser's expense.

若因买方原因而造成交货延期，卖方代为保管产生的费用由买方承担。

9.3 The seller may also give the purchaser a reasonable grace period for accepting the delivery. After this has expired without such acceptance the seller may make other arrangements for the disposal of the items being supplied and/or cancel the contract and claim liquidated damages in the amount of 10% of the order value, plus any additional damages which may be proven.

卖方也可以给买方一个接受货物的合理宽限期。宽限期过后买方仍未接受货物，卖方可以对所提供的货物另行处置，并且/或者取消合同，并向买方要求订单总额百分之十的赔偿及对于其他任何被证实的损失的赔偿金。

9.4 The foregoing provisions also apply in the event of the revocation of a delivery order which is already in the process of manufacture.

上述条款同样适用于买方取消已经开始生产但尚未完成的订单。

## **10. Inspection and acceptance of delivery** **验收货物**

10.1 The purchaser is entitled to conduct inspections on the seller's premises with the seller's prior written consent at the purchaser's sole expense.

在获得卖方的书面认可的情况下，买方可在卖方所在地对货物进行检验，费用完全由买方承担。

10.2 After the seller has installed and put into operation the machinery, the purchaser must conduct acceptance tests within one month and notify the seller immediately in writing of any defects or failure of the machinery to perform according to its agreed specifications. If the purchaser fails to do this, the deliveries and services are deemed to be approved.

卖方完成安装设备并开车后，买方应当在一个月内进行认可测试，如发现设备有缺陷或无法达到预定的性能，应立即书面通知卖方。否则视买方已认可交货和安装服务。

10.3 The seller is entitled to attend all such acceptance tests and to request that a prior trial run be performed under its technical supervision. If the trial run reveals a failure of the machinery to perform according to its agreed specifications the purchaser shall permit the seller to repair or replace any or all of the deliveries pursuant to Clause 11 of these terms and conditions.

卖方有权参加所有的认可测试，并要求在其技术监督下进行一次事先的试运行。若试运行结果显示设备未能达到预定性能，买方允许卖方根据条款 11 对部分或所有设备进行维修或更换。

## 11. Warranty; liability for defects

### 质量保证；过失责任

11.1 The warranty pursuant to the following provisions is conditioned on the supervision by the seller of the assembly and installation of the machinery in which case the seller's «General Conditions of Erection» shall also apply.

以下条款所述的保修取决于卖方对设备装配或安装的监督情况。同时卖方的《安装条件总则》适用。

11.2 The warranty period is 12 months, irrespective of the operating time of the items supplied. It commences on the date on which the items supplied are put into operation. If delivery, acceptance of delivery, assembly, installation or putting into operation are delayed for reasons for which the seller is not responsible, the warranty period shall expire no later than 18 months after notification by the seller that the material is ready for delivery, or the delivery itself, whichever first occurs. If parts of the delivery have to be replaced or repaired pursuant to Clause 11.5, a new warranty period of six months as from delivery or completion of the repair shall be given for the new or repaired parts.

保证期为12个月，自设备投入运行之日起算，与设备实际运行时间无关。如非卖方原因致使延迟交货、接受交货、装配、安装或投入运行，保证期可延至最长18个月，自卖方发出备货妥当通知或交货通知之日起算。二者以先到期限为准。如果部分货物按条款11.5须更换或维修，则经更换

或维修的货物的保证期为6个月，自更换交货或维修完成之日起算。

11.3 Subject to a written agreement to the contrary, the seller warrants only the mechanical, electrical and electronic operation of the items supplied.

若买方未以书面形式提出质疑，卖方只对设备的机械、电气和电子方面事宜予以保证。

11.4 The warranty shall be null and void in the event:

- the purchaser or a third party performs repairs improperly or makes modifications without the seller's written consent;
- the purchaser – in the event of a defect – fails to take appropriate action immediately to minimize damage and give the seller the opportunity to remedy the defect; or
- original RCO (Bracker, Graf, Novibra or Suessen) spare parts are not used.

下列情况中机器发生故障时不适用于保证：

— 未经卖方书面同意，买方或第三方不当修理或改造；

— 发生故障时，买方未立即采取措施将损失降至最低，也未给卖方机会修复故障；或

— 未使用 RCO (Bracker, Graf, Novibra or Suessen)原装的零备件

11.5 The seller undertakes after the purchaser's written request to repair or replace as quickly as possible, at its option and expense, all parts supplied by the seller which become demonstrably defective or unserviceable before expiry of the warranty period due to poor material, incorrect design or deficient workmanship, subject to the following provisions: Replaced parts become the property of the seller. The purchaser is obliged to provide the seller with all necessary support in exporting the part of the delivery to be repaired or replaced and in importing the replacement delivery or the repaired part of the delivery; otherwise the purchaser itself shall bear the consequences of a delay to or failure to make a replacement delivery or repair. Any customs duties and taxes in the country of destination of the delivery will be borne by the purchaser.

买方提出书面要求后，卖方在保证期内按照卖方自己的选择尽快修理或更换。对于由于材质不好、设计错误或做工粗糙而产生故障的部件，卖方尽快进行更换，更换后的部件归卖方所有。买方有义务在需要维修或更换的部件的出口环节和已维修和更换的部件的进口环节为卖方提供必要的支持。否则因此致使延迟或未能维修或更换所产生的后果由买方承担。交货目的地国的所有海关税费由买方承担。

11.6 Special characteristics of the items supplied (such as special service lives, production volumes, etc.) or the products to be manufactured with them are only deemed to be warranted if they have been expressly agreed

upon in writing as «warranted characteristics». Any such warranties shall be applicable only until the expiry of the standard warranty period. If warranted characteristics are not or only partially met, the purchaser's only remedies are those given in Clause 11.5.

所提供货物的特殊特征（例如特殊使用寿命，产量等）或该货物配套件只有在《保修特征》中注明后才予以保修，且对于该特殊特征的保修仅限于标准保证期内。若保修特征出现故障，解决办法遵照条款11.5。

11.7 Parts subject to wear and, in particular, defects and damage resulting from ordinary wear and tear, deficient maintenance, disregard of operating instructions or other operating specifications, excessive stress, unsuitable operating materials, use of unsuitable raw materials, chemical or electrolytic effects, fluctuations in voltage and current, and other reasons not within the seller's control are excluded from the warranty and the seller's liability.

下列情况卖方免除保修责任：易损件，尤其是因维护不当，违反操作说明或其他操作要求，过度受力，原料不当，化学或电解作用，电压或电流波动和其它卖方不可控制的原因所造成的缺陷和损坏。

11.8 Deliveries and services rendered by sub-contractors and outside suppliers stipulated by the purchaser shall be subject to seller's warranty only to the extent of the warranty obligations of the sub-contractors or outside suppliers concerned.

对于买方指定的分包商和供应商提供的货物或服务，卖方对此提供的保修范围只限于该指定分包商和供应商原有的保修范围。

11.9 In no event shall the purchaser be entitled to claim compensation for damage of any kind other than to the actual items supplied, such as loss of production, loss of use, loss of orders, lost profits and other indirect consequential or economic losses.

买方不得就实际货物以外的其他损失索赔，例如生产损失，使用损失，订单损失，利润损失以及其他间接后果或经济损失。

## 12. Disclaimer of liability

### 免责声明

**All rights and remedies of the purchaser for a claim provided in breach of contract are exclusively established and provided for by these terms and conditions, regardless of the legal theory for the claim. In particular, all claims by the purchaser for compensation (including consequential damages such as for production stoppages, loss of profits, loss of use and any other financial loss), reduction of the purchase price, cancellation of the contract, etc., which are not expressly stated, are excluded. This disclaimer of liability applies**

**without restriction in respect of Clause 11 (warranty, liability for defects); with respect to**

**Clauses 8.2 and 8.4 (default by the seller) it does not apply to claims based on the intentional wrongdoing or gross negligence of the seller, although it does apply to claims based on the intentional wrongdoing or gross negligence of those assisting the seller.**

买方的索赔权均由本销售交货通用条件决定，与相关法律条文无关。买方尤其不享有对所有未经明确声明的赔偿（包括停产损失、利润损失、使用损失和任何其他财务损失）、降低购买价格、取消合同等权利。本免责声明不受条款11（质量保证，过失责任）的约束，条款8.2和8.4（卖方过失）不适用于卖方的故意过错行为或重大疏忽，但适用于卖方协助人的故意过错行为或重大疏忽。

## 13. Patent rights

### 专利权

13.1 The seller is responsible for ensuring that the items being supplied do not infringe the patent rights of third parties in the country of destination of the delivery. The seller is entitled to defend itself against or otherwise settle alleged claims by third parties in or out of court in any appropriate manner. The purchaser shall grant the seller power of attorney for this purpose and provide it with all necessary support.

卖方必须保证所提供的设备在交货目的地不侵犯第三方的专利权。卖方可以用任何适当的形式通过法庭内外的第三方保护自己的权益。买方应为此向卖方授权并提供必要的支持。

13.2 The seller shall not be liable pursuant to Clause 13.1 if the items supplied or parts thereof were manufactured in response to suggestions or requests of the purchaser, or if the items supplied or parts thereof are used together with other items not supplied by the seller. In such case, the seller shall not be liable to the purchaser, and the purchaser shall indemnify the seller against all patent infringement claims arising there from, including compensation claims.

若提供的设备或部件是按照买方的要求而生产，或者所提供的设备或部件与其他供应商提供的设备一起使用，条款13.1不适用。卖方不承担任何责任，卖方由此被要求支付的专利侵权索赔由买方赔付。

## 14. Operating safety

### 操作安全

14.1 The purchaser undertakes to comply with the operating instructions and safety information provided with the items supplied and to instruct its personnel accordingly, so that the safe operation of the items supplied is ensured. In the absence of written notification

to the contrary from the purchaser, the purchaser shall be deemed to have received operating instructions and safety information. 买方应遵守随同货物一起交付的操作说明和安全规则，同时要求操作人员也要遵守，以保证安全生产。若买方未以书面形式提出质疑，则认为买方已经收到操作说明和安全规则。

**14.2 Existing safety devices and warning notices on the goods must not be removed. Poorly attached or damaged notices must immediately be re-attached or replaced. The seller promises the purchaser to replace safety notices which have become unserviceable at any time in reasonable numbers. Changes in safety instructions must be implemented immediately and complied with by the purchaser.**

商品上的安全设备和警告提示不可拆除。粘贴不牢或已损坏的警告提示应当立即粘贴完好或更换。卖方承诺任何时候，在合理的数量内为买方更换不适用的安全提示。安全指示一经更换，买方应立即遵守。

**14.3 Modifications to the goods which could adversely affect the safety of operating personnel may only be performed by the seller. 对操作人员的人身安全可能造成危险的改造只能由卖方来执行。**

**14.4 The purchaser is obliged to inform the seller in writing immediately if an accident occurs in connection with the items supplied or it transpires that the operation of the items supplied entails hazards.**

若发生与所提供货物有关的事故或有迹象表明设备运行有问题，买方必须立即以书面的形式通知卖方。

**14.5 The purchaser shall indemnify the seller against any and all liability to third parties which arises from any failure to perform the foregoing obligations.**

如果买方因未履行上述职责而导致的卖方对第三方的责任，买方应赔偿卖方。

## **15. Arbitral tribunal and applicable law 仲裁和适用法律**

**15.1 All dispute in connection with the execution of this contract thereof shall be settled firstly through friendly negotiations. If no settlement can be reached, the disputes shall be submitted for the arbitration. Any dispute which is referred to formal arbitration shall be finally settled by arbitration in Shanghai, under the China International Economic and Trade Arbitration Commission in accordance with its arbitration rules/procedures.**

合同实施或与合同有关的一切争端应首先通过友好协商解决。如果协商未能解决，争端应提交仲裁。仲裁应由中国国际经济贸易仲裁委员会按其仲裁规则和程序在上海进行。

**15.2 The contract shall be interpreted in accordance with the current laws of the People's Republic of China.**

本合同将按照中华人民共和国的法律进行解释。

## **16. Concluding provisions 结束条款**

**16.1 All agreements and legally relevant declarations by the parties to the contract are binding only if made in writing.**

This also applies to any agreement to waive the requirement for observance of the written form. Declarations only become legally effective when they have been received by the counterparty.

合同双方达成的所有协议和声明必须以书面的形式，否则无效。

如果要求废除某项协议，也必须以书面的形式。声明必须在对方收到以后才开始生效。

**16.2 If one or more provisions of the contract prove to be wholly or partly ineffective or invalid, this does not affect the effectiveness and validity of the remaining provisions of the contract. The parties to the contract will replace the ineffective or invalid provision by an effective or valid provision which most closely approximates the legal and financial object of that which has to be replaced.**

若本销售交货通用条件中某些条款完全无效或部分无效，不影响合同其他条款的有效性。双方可本着原条款的法律精神按照有效条款执行。

Place: Changzhou, Jiangsu, China

Date: 07.09.2018

地址: 中国江苏常州

日期: 2018.09.07