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## **General Conditions of Installation**

### **安装通用条件**

#### **1. Scope of Validity**

##### **适用范围**

1.1 These General Conditions of Installation are valid for the installation, commissioning and test operation of machines and plant to be referred to in the following as services.

本《安装通用条件》适用于机器和设备的安装、试车和试运行（以下统称为“服务”）。

1.2 These General Conditions of Installation shall also apply to installation supervision unless individual agreements have been or shall be concluded in this respect.

本《安装通用条件》也适用于安装监督，除非在此方面有专门协议已被达成或应被达成。

1.3 These General Conditions of Installation are only applicable if the given circumstances are not covered by the Contractor's General Terms of Sale and Delivery. The Contractor's General Terms of Sale and Delivery take precedence over these General Conditions of Installation in case of doubt. In no event do the General Conditions of Installation grant the Employer more extensive rights than he is entitled to by virtue of the General Terms of Sale and Delivery.

本《安装通用条件》只适用于承揽方《销售交付通用条款条件》中未涉及的情形。若有任何争议，承揽方《销售交付通用条款条件》优先于本《安装通用条件》适用。且本《安装通用条件》给予定作方的权利在任何情形下都不得超出《销售交付通用条款条件》所规定的定作方的权利范围。

#### **2. General**

##### **一般条款**

2.1 The contract shall be deemed to have been entered into upon receipt of Contractor's written acknowledgement stating its acceptance of the order. Tenders, which do not stipulate an acceptance period, shall not be binding.

合同从收到承揽方表明接受订单的书面文件时开始设立。未按规定接受期限的投标不具备拘束力。

2.2 These General Conditions of Installation shall be binding if declared applicable in the tender or in the order confirmation. Any conditions stipulated by the Employer which are in contradiction of these General Conditions of Installation shall only be valid if expressly acknowledged by the Contractor in writing.

在于标书或订单确认文件内被注明适用的情形下，本《安装通用条件》具有约束力。若定作方规定的条款与本《安装通用条件》有冲突，该条款经承揽方明确书面确认后才有有效。

2.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid. However, transmission thereof by E-Mail or Fax shall suffice.

由合同当事人共同做出的所有协议及法律上与之相关的声明必须以书面形式做出才有效。但是，用电子邮件或传真传送的前述协议、声明是具有约束力的。

### **3. Plans and technical documents**

方案和技术文档

3.1 Data provided in plans and technical documents by the Contractor are binding.

承揽方提供的方案和技术文档中所含数据具有约束力

3.2 Each party to the contract retains all rights to plans and technical documents provided to the other. The party receiving such documents recognizes these rights and shall- without previous written consent of the other party- not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

合同双方各自对提供给对方的方案和技术文档保留所有权利。一方收到前述文件时即认可对方所保留的这些权利，且在未经对方书面许可的情形下不得全部或部分地使文件被第三方所接触或用于其原先被提供时所针对的目的之外的目的。

### **4. Obligations of the Contractor**

承揽方的义务

The Contractor undertakes to carry out the work in a workman like manner and with qualified personnel, or to have it performed by third parties. The installation personnel will commence work on-site latest one month after being called for from the Employer.

承揽方应派出合格的人员来执行安装工作，或安排第三方来安装。安装人员最迟应在接到定作方通知后的一个月到现场开始工作。

### **5. Obligations of the Employer**

定作方的义务

5.1 The Employer has to inform the Contractor, at the latest at the time of the tender, of any regulations and standards which relate to execution of the installation and other work, to the plant operation as well as to illness and accident prevention.

定作方最迟应在招标之时告知承揽方所有与安装及其他工作、工厂运转以及疾病和事故防范相关的规定和标准。

5.2 The Employer shall undertake to complete the installation pre-requisites as specified in order confirmation and all that is deemed necessary in order that the work can be commenced on time and carried out without hindrance or interruption.

定作方负责完成安装工作所需之预备工作（按照订单确认书之要求）及所有被认为必须之工作，以便安装工作能及时开展且不受阻碍或中断地进行下去。

The Contractor's personnel shall not be called for until all preparatory work has been completed, in particular completion of the building (including lighting and any false ceilings), compressed air pipelines, air conditioning equipment, flues and waste collection piping where applicable, and the Employer can provide the necessary skilled and auxiliary personnel in accordance with order confirmation. If so requested by the Contractor, the Employer must confirm in writing the completion of the preparatory work when calling for the installation personnel.

在所有准备工作就绪之前，尤其是厂房（包括照明和任何假天花）、压缩空气管道、空调设备、飞花废物搜集管道（如适用）完成之前及定作方可以按订单确认书提供必要的熟练辅助人员之前，定作方不能要求承揽方人员开始工作。若承揽方要求，定作方在要求安装人员开始工作时必须书面确认准备工作已经就绪。

The Contractor reserves itself the right to invoice Employer for waiting time or overruns of the stipulated installation time due to the Employer's failure to perform preparatory work or perform it adequately, or because the Employer provides insufficient or inadequately qualified skilled personnel and auxiliary personnel, at the usual installation rates. The cost of the preparatory work to be performed and the skilled auxiliary personnel to be provided by the Employer will be borne by the Employer.

如因定作方未进行准备工作或准备工作不足或定作方提供的合格熟练人员及辅助人员数量不够或技术水平不够而造成承揽方等待或约定安装时间被延长，承揽方有权要求定作方按照通常的安装费用标准支付相关费用。做准备工作发生的费用和提供熟练辅助人员的费用由定作方承担。

The Employer has to carry out all the civil engineering and other preparatory work skilfully at his expense and responsibility, in particular in accordance with the specifications and documentation supplied by the Contractor. If the preparatory work has not been performed properly by the Employer, the Contractor is entitled to delay the start of installation work or to discontinue the same until such preparatory work is completed or any defects have been remedied. The costs incurred by the Contractor or the Employer from such a delay (in particular waiting and traveling time) will be borne by the Employer.

定作方负责所有的土木工程和其他准备工作并承担相应费用和责任，尤其应遵循承揽方提供的说明和文档。若定作方准备工作存在不足，承揽方可推迟开始安装的时间或停止安装，直至准备工作完成或所有不足之处均被修复。如此的安装延迟对定作方或承揽方产生的费用（尤其是等待和旅行时间）由定作方承担。

5.3 The Employer has to ensure that all entry, exit, residence, work and any other official permits required by the Contractor's personnel are obtained in good time. Any costs incurred for permits and approvals to be obtained in the country of the Employer will be borne by the Employer.

定作方确保承揽方人员及时获得出入境、居住、工作和任何其他官方许可。任何在定作方所在国获得许可和批准所需的费用均由定作方承担。

5.4 The Employer must inform the Contractor of the legal, official and other regulations relating to the performance of installation work and the plant.

定作方必须告知承揽方与安装工作和设备有关的法律规定、官方规定和其他规定。

5.5 The Employer has, at his own expense, to carry out all the accident prevention measures required. In particular, he has to inform the Contractor expressly when special consideration has to be shown for him and/or any other contractor. The Employer has also to draw the attention of the Contractor to any regulations, which have to be complied with.

定作方负责所有的事故防范措施并承担相关费用，尤其必须明确告知承揽方那些承揽方和/或其他承揽方需要特别留意的事项。定作方还应当提醒承揽方任何必须遵守的规定。

The Contractor shall be entitled to refuse or stop any work if the safety of the personnel is not guaranteed.

若人身安全得不到保障，承揽方可拒绝或停止工作。

The Employer is to provide any necessary assistance should the Contractor's personnel suffer an accident or become ill.

若承揽方人员发生事故或患病，定作方应提供所有必要的协助。

5.6 The materials to be installed are to be protected from any damage or deterioration, and in particular stored in a locked, dry room. Before installation work is commenced, the materials to be installed are to be checked for completeness and damage by the Employer in the presence of the Contractor's personnel. Should any items be lost or damaged during storage, they are to be replaced or repaired at the Employer's expense.

定作方应保护待安装物品免于受损或劣化，尤其应将其存放在上锁且干燥的房间内。开始安装前，定作方在承揽方人员在场的情况下，检查待安装物品是否完好。若有物品在存放过程中缺失或受损，应进行更换或修理，相应费用由定作方承担。

5.7 The Employer is to ensure that the transport access route(s) to the installation site is/are usable and that the installation site itself is in a condition allowing installation work to commence. In addition, the Employer is to arrange that access to the installation site is guaranteed without hindrance and all rights of way required have been assured.

定作方应保证有可使用的交通路径通往安装现场，且安装现场已具备安装条件。此外，定作方还应确保通往安装现场的路径畅行无阻且确保获得所有需要的通行权。

5.8 The Employer is to arrange for the provision of heated or air conditioned, lockable rooms for the Contractor's site management, restrooms and changing rooms for the Contractor's installation personnel, including suitable sanitary facilities for the personnel. In addition, the Employer is to provide lockable, dry rooms for the storage of materials and equipment. All these rooms are to be located in the immediate vicinity of the place of work.

定作方应为承揽方现场管理人员提供装有供暖或空调且可上锁的房间，为承揽方安装人员提供卫生间和更衣室，包括为所有人员提供适当的卫生措施。此外，定作方还应提供能上锁的干燥房间用来存放物品和设备。上述房间均应设在工作地点附近。

5.9 The Employer is to supply the following at his own expense, in good time, in accordance with the Contractor's instructions or installation program:

定作方应根据承揽方的指示或安装计划适时提供下列人员、物品、等等，并承担费用：

5.9.1 Qualified skilled workers, such as mechanics, fitters, welders, electricians, electronics technicians, masons, painters, sheet metal workers and assistants with the necessary tools, measuring instruments and equipment. These workers have to comply with the Contractor's working instructions, but will nevertheless remain only employees of the Employer.

合格的熟练工人，如机械工、装配工、焊接工、电工、电子技术员、泥瓦匠、油漆匠、钣金工及相应助手，并配备必要的工具、测量仪器和设备。上述工人应遵守承揽方的工作指示，但他们仍然仅是定作方的雇员。

5.9.2 Suitable cranes and other lifting devices, in good and safe working order, with attendant personnel; appropriate scaffolding, as well as means of transport for personnel and materials, appropriate workshop equipment and measuring devices.

合适的起重机或其他提吊设备（运转良好安全且配备操作人员），合适的脚手架，人员和物品的运输工具，合适的车间设备和测量工具。

5.9.3 Necessary consumable and installation materials, cleaning materials, lubricants and miscellaneous small items required during installation.

安装需要用到的耗材、安装物品、清洁用品、润滑油和其他各种安装所需小件。

5.9.4 Electrical energy and lighting including the necessary connections up to the place of installation, heating, compressed air, water, steam, fuels etc.

电能和照明（包括通至安装现场的必要的线路和连接件）、供暖系统、压缩空气、水、蒸汽、燃料等等。

5.9.5 Means of communication, such as telephone, fax, LAN, WLAN, provided at the Contractor's request, whereby due attention must be paid to data protection requirements of the Employer.

通信工具（按承揽方要求提供），如电话，传真，局域网，无线局域网；但是对定作方的数据安全保护要求应尽到合理注意义务。

5.10 The Employer is to ensure that the Contractor receives, in good time, all the necessary permits for the import and export of tools, equipment and materials, and shall bear any related charges.

定作方应确保承揽方能及时得到进口或出口工具、设备、材料所必须的许可，并承担相关费用。

5.11 The Employer is to immediately return the tools and equipment provided by the Contractor to the location designated by the Contractor after the completion of the relevant works. The Employer shall bear the dispatch costs, insofar as these are not included in the price.

对于承揽方提供的工具和设备，定作方使用后应立即放回到承揽方指定之处。定作方承担在价格中未包含的发送工具和设备费用。

Ownership of tools purchased by the Employer from the Contractor, and which the Contractor continues to use during the installation work, shall be transferred to the Employer after completion of the works and full payment of the purchase price. Unless instructions are given to the contrary, these tools shall be kept available for the Employer on the installation site, at the latter's risk.

对于定作方从承揽方购买的但承揽方在安装时仍需使用的工具，其所有权在安装工作完成且承揽方收到全额工具价款后转移给定作方。除非定作方有相反指示，工具应放在安装现场定作方可以拿到的地方，工具存放的风险由定作方承担。

The tools provided to the Contractor by the Employer shall be returned to the Employer after completion of the works. Unless instructions are given to the contrary, these tools shall be kept available for the Employer on the installation site, at the latter's risk.

对于定作方提供给承揽方的工具，承揽方应在完成整个安装工作后归还给定作方。除非定作方有相反指示，工具应放在安装现场定作方可以拿到的地方，工具存放的风险由定作方承担。

5.12 The Employer shall use future operating personnel to help already during the installation phase, in order that they become familiar with the methods and techniques of the Contractor. The Contractor is prepared to undertake the technical instruction of the said operating personnel, provided this has been expressly agreed.

定作方应当安排将来机器的操作人员在安装阶段协助安装，以便熟悉承揽方的方法和技巧。在双方明确协商同意的前提下，承揽方应当对前述操作人员进行技术指导。

5.13 Should the Employer not or only partially fulfil his obligations, the Contractor is entitled to remedy such deficiencies either himself or by means of third parties. The costs arising from such a procedure are to be paid by the Employer. The Employer shall also indemnify the Contractor against his liability towards third parties.

若定作方不履行或只部分履行义务，承揽方有权自行或通过第三方对如此之不履行或部分履行进行补救，其费用由定作方承担。定作方还应补偿承揽方对第三方负有的责任并确保承揽方不遭受任何损失。

5.14 Should the Contractor's personnel encounter any danger or be considerably hindered in carrying out the work due to any reason beyond the control of the Contractor, the Contractor is allowed to withdraw the site installation personnel. In such cases, and also should personnel be retained after completion of the work, the corresponding hourly/daily rates are invoiced additionally as waiting time, plus the traveling expenses and daily allowances.

若承揽方人员遇到危险或因承揽方不可控制的事由而工作受阻，承揽方有权调离安装人员。在此情形下以及在安装人员完成工作后被要求继续留下的情况下，相应时间支出应按等待时间以小时费率或日费率额外计费，并连同相应交通费和日津贴一起由定作方承担。

## **6. Work carried out upon the instructions of the Employer**

应定作方指示所做的工作

Without written permission of the Contractor, the Employer is not allowed to employ the Contractor's personnel for work that is not agreed in the contract. Even if the Contractor agrees to such work, the Contractor undertakes no liability caused thereby.

未经承揽方书面许可，定作方不可指派承揽方人员从事不在本合同范围内的工作。即使承揽方同意前述工作，承揽方对由此引发的责任也不负责。

The Contractor accepts no responsibility for any work carried out according to the order of the Employer without the Contractor's particular instruction.

未经承揽方的特别指示，任何应定作方要求所做的工作，承揽方不承担责任。

## **7. Working time**

工作时间

7.1 Subject to differing compelling regulations at the installation site, the working times shall be agreed upon between the Employer and the installation leader when installation work commences.

按照安装现场不同的强制性法律规定，在安装工作开始前应由定作方和首席安装员共同决定工作时间。

7.2 The normal working time is between 6 am and 9 pm. The working hours of the Contractor's personnel shall be distributed according to the Employer's requirements and the local conditions.

通常的工作时间为早上 6 点到晚上 9 点之间。承揽方人员的具体工作时间根据定作方要求和当地情况在上述时间段内选定。

7.3 Working hours in excess of the agreed weekly or daily working time are defined as overtime, for which a surcharge on the agreed standard hourly rate must be paid in the case of installation work performed on a labour and materials basis. Overtime work is only permissible upon mutual agreement.

超出约定的日工作时间或周工作时间视为加班。若安装工作是以人工和材料为基础进行的，则对于加班，定作方应在商定的标准小时费率之上额外支付附加费用。只有双方共同同意时才可以加班。

7.4 Work performed between 9 pm and 6 am is defined as night work. A surcharge on the agreed standard hourly rate must be paid for night work in the case of installation work performed on a labour and materials basis.

晚上 9 点到早上 6 点之间的工作视为夜间工作。若安装工作是以人工和材料为基础进行的，则对于夜间工作，定作方应在商定的标准小时费率之上额外支付附加费用。

7.5 Sunday work is defined as work performed on weekly rest days and statutory holidays at the installation site. A surcharge on the agreed standard hourly rate must be paid for Sunday and holiday work in the case of installation work performed on a labour and materials basis.

在安装地法定假日和每周休息日工作视为周日工作。若安装工作是以人工和材料为基础进行的，则对于周日工作和节假日工作，定作方应在商定的标准小时费率之上额外支付附加费用。

## **8. Traveling time and other times defined as being equivalent to traveling time**

旅途时间或其他等同于旅途时间的时间

8.1 Traveling times as well as appropriate preparatory and winding up times after the journey which are necessary in order to comply with the contractual conditions are to be regarded as being equivalent to working time in accordance with paragraph 7.2.

旅途时间和为遵守合同约定而必须的适当的准备和旅途后安顿时间应被视为等同于第 7.2 条所述的工作时间。

Travelling time includes:

旅途时间包括:

- the time required for the journey to and from the place of work;
- 往返于工作地点所需的时间;
- the time required to move into the accommodation on site; as well as,
- 现场投宿所需的时间; 及
- the time required for official registration and departure formalities.
- 办理官方注册和离开手续所需的时间。

8.2 Should it be impossible to obtain suitable accommodation and/or adequate meal facilities near to the place of work, the time required for the transit each day between the accommodation and/or meal facilities' location(s) and the place of work in excess of half an hour per single journey is charged as working time. All expenses arising from the above, as well as the costs for the use of suitable means of transport or a hire car, are to be paid by the Employer.

若在工作地点附近无法获得合适的住宿和/或膳食条件, 则每天往返于住所和/或膳所和工作地点的单程超过半小时的时间视为工作时间。因上述情形产生的所有费用和使用适当的交通工具或租用汽车的费用, 由定作方承担。

8.3 If the Contractor's personnel are hindered in carrying out the work due to reasons beyond the control of the Contractor, or if the Contractor's personnel are retained on site after completion of the work for any reason whatsoever, the Contractor is entitled to invoice the waiting time as working time. All other costs associated with the above are also to be paid by the Employer. The same applies also to any other hours lost due to reasons beyond the control of the Contractor, such as local public holidays at the installation site.

若承揽方人员由于承揽方不可控制的原因工作受阻或承揽方人员完成工作后不论因何种原因而被滞留在安装地点, 承揽方有权将等待时间按工作时间收费。与上述情形相关的所有其他费用也应由定作方承担。前述约定同样适用于其他因承揽方不可控制的原因造成的工时延误, 如安装当地的公共假日。

## 9. Pricing

计费

### 9.1 Principle

原则



The services of the Contractor are invoiced according to time and material on the basis of his cost rates at the time of execution of the installation work, unless a lump sum price has been agreed upon.

承揽方收取的服务费依承揽方在执行安装工作期间的费率按照所耗费的工时和材料计算，但约定固定总价的除外。

## 9.2 Work charged according to time and material

按照耗费的工时和材料计算服务费

The services provided by the Contractor are invoiced as follows:

承揽方所提供的服务按如下规则计费：

### 9.2.1 Personnel costs

人员费用

On presentation of the time sheets, the Employer shall certify the work performed by the Contractor's personnel with his signature. If this certification is not undertaken by the Employer in due time or is undertaken by personnel not competent for the purpose, the entries of the Contractor's personnel shall serve as a basis for calculation.

定作方应在工作时间表上签字，以此证明承揽方人员做了相关工作。若定作方未及时在前述证明文件上签字或签字是由不合适的人员做出的，费用应根据承揽方人员填入的记录计算。

The relevant, valid cost rates are to apply to the working time, overtime, night, Sunday and holiday working times, travelling time and other times regarded as being equivalent to working time. A maximum of 12 hours per day can be reckoned as travelling time. When the work is carried out under difficult or dirty conditions, for example at great heights or depths, or when special protective clothing or breathing equipment has to be worn, a difficulty/dirty work conditions' surcharge per working hour is invoiced in addition to the Contractor's generally valid cost rates and to the costs of board and lodging.

相应的有效费率将适用于工作时间、加班时间、夜班时间、周日和假日工作时间、旅途时间和其他等同于工作时间的的时间。每天的旅途时间最多为 12 小时。若工作环境艰苦或肮脏，如高海拔或大深度作业，或作业时需着防护服或呼吸设备，则除了食宿费用和按承揽方通常有效的费率计费外，每小时还应加收艰苦/肮脏环境作业附加费。

### 9.2.2 Traveling costs

旅途费用

The costs for the journey to and from the country concerned, as well as for traveling within the said country using a means of transport as chosen by the Contractor, are invoiced to the Employer. Invoicing is also to include such associated costs as insurance, freight, custom duties, charges for luggage, passports and visas, provision of the entry residence and work permits, medical examination on arrival and departure, as well as vaccination of the Contractor's personnel, if installation is being performed on a labour and materials basis.

承揽方人员往返于相应国家的旅行费用，及在前述国家内的旅行费用（交通方式由承揽方选择）由定作方承担。若安装工作是以人工和材料为基础进行的，定作方还应承担相关费用，如保险、运费、

关税、行李费、护照费、签证费、获取入境居住和工作许可的费用、出入境体检费和承揽方人员接种疫苗的费用等等。

Unless special circumstances necessitate the use of another class, the following are invoiced:

除特殊情况需要其他等级的旅行待遇外，费用按如下标准计算：

- economy class for air travel;

-飞机经济舱；

- second class for rail and ship;

-火车和轮船的二等舱；

- use of private car to be reimbursed according to the relevant, valid lump sum allowance for kilometres travelled, or actual hire car costs.

-对于使用私人汽车，按依照行程公里数计算的相应有效的一次性津贴或实际租车费用计算。

#### 9.2.3 Costs of board and lodging (daily allowance)

食宿费用（日津贴）

The Employer is to provide the Contractor's personnel with wholesome and adequate food as well as good, clean, heatable and air-conditioned single accommodation in its near vicinity.

定作方在安装地点附近向承揽方人员提供健康、充足的食物和清洁且配备供暖系统和空调的良好的单人房间。

The daily allowances stipulated in the introductory letter are to be invoiced to cover the board and lodging costs which are not directly paid by the Employer. This applies also to the supplementary costs for drinks, laundry, etc. Installation and service personnel are also entitled to the daily allowance on days off.

说明信内规定的日津贴用于涵盖非由定作方直接支付的食宿费用，该日津贴由定作方支付。前述规则同样适用于饮料、洗衣等附带费用。休息日期间，定作方也应支付安装服务人员日津贴。

The right is reserved to change these rates should the board and lodging costs increase before the commencement of or during the installation work. The same applies also should the daily allowance rates quoted prove to be insufficient.

若安装开始之前或安装期间食宿成本上涨，承揽方保留调整日津贴金额的权利。前述规则同样适用于日津贴金额被证明不足的情形。

Payment of the board and lodging can take place directly from the Employer to the Contractor's personnel, provided that the Contractor has given approval in writing for such a procedure. When not otherwise agreed, board and lodging is always to be paid 14 days in advance.

若经承揽方书面批准，食宿费用可直接由定作方支付给承揽方人员。食宿费用始终应提前 14 天支付，除非另有约定。

#### 9.2.4 Home leave

## 探亲假

If the Contractor's personnel have to spend a long period of time away from home, they shall be entitled to home leave. Such periods of home leave will be agreed upon with the Employer in advance. The cost of the return journey, i.e. from the site to the Contractor's registered office and back, may be invoiced to the Employer.

若承揽方人员需长期离家，他们可休假探亲。探亲假天数应与定作方事先约定。定作方可能被要求承担安装地点和承揽方注册办公室之间的往返旅行费用。

The time required for the journey to and from, as well as the total daily allowance, is invoiced according to paragraphs 8.1 and 9.2.3.

往返旅程的时间和全部日津贴按照第 8.1 和 9.2.3 条支付。

## 9.2.5 Costs for tools and equipment

### 工具和设备费用

The Contractor is responsible for equipping his installation personnel with a normal set of tools.

承揽方负责为其安装人员配备一套常规安装工具。

Tools and equipment not returned by the Employer will be invoiced to the Employer at the price required to replace them.

定作方未归还的工具和设备，定作方应当按照更换它们应支付之价款付款给承揽方。

Transport and insurance costs, as well as further expenses, dues and charges in connection with the delivery to and return of tools and equipment from the site are to be paid by the Employer.

与工具和设备的递送（至现场）和（从现场）归还相关的运输费、保险费、及进一步的应付费用和其他费用由定作方承担。

## 9.2.6 Consumables and sundry installation materials

耗材和杂项安装材料。

Consumables, installation and sundry installation materials supplied by the Contractor shall be charged according to costs.

承揽方提供的耗材、安装材料和安装杂项材料的费用应由承揽方按成本向定作方收取。

## 9.2.7 Costs in connection with sickness and accident

### 与疾病和事故相关的费用

In the case of sickness or accident to the Contractor's personnel, the Employer shall guarantee the requisite appropriate medical treatment and care, whereby the Contractor's right to take his personnel home at any time shall not be prejudiced. The Contractor shall be responsible for all costs arising.

若承揽方人员生病或发生事故，定作方应保证其得到必要且适当的医疗治疗和护理，同时承揽方仍有权随时召回承揽方人员。承揽方负责所有由此产生的医疗治疗费用和护理费用。

The Employer shall be required to continue to pay the agreed daily allowance for a period of 10 days from commencement of the treatment.

定作方应继续支付从治疗开始起十天的约定日津贴。

If the return to good health of the ill or injured person is likely to take more than 10 days, then the Contractor is to arrange for an equivalent replacement at his own expense.

若伤病人员恢复健康需要十天以上的时间，承揽方将自担费用另行安排安装人员前来替代。

### 9.3 Work to lump sum prices

#### 固定总价服务

9.3.1 The lump sum price covers the services to be provided by the Contractor which have been agreed upon in writing. This price is based on the proviso that all preliminary work is carried out and completed by the Employer in good time and that installation can proceed smoothly and with no hindrance due to matters beyond the control of the Contractor.

固定总价涵盖的承揽方将提供的服务以书面形式约定。该价格有效的前提条件为：定作方适时进行并完成了所有预备工作；且，安装可顺利进行且不会因超出承揽方控制范围的事情而受阻。

9.3.2 Extra work which has to be carried out by the Contractor due to reasons beyond his control, such as subsequent changes to the content or scope of the agreed work, waiting times, reworking, additional traveling, are invoiced to the Employer in accordance with paragraph 9.2.

由于承揽方不可控制的原因而导致承揽方承担的额外工作（如随之而来的原定工作的内容和范围的变动，等待时间，返工，额外的行程），应按照第 9.2 条由定作方承担费用。

### 9.4 Taxes, dues, fees, social insurance contributions

#### 税费、应付费用、费用、社会保险

Taxes, dues, fees, social insurance contributions and the like, which have to be paid by the Contractor or the Contractor's personnel in connection with the contract or with work outside the country, in which the Contractor has its registered office, are charged to the Employer, with the exception of personal income taxes. The Employer also undertakes to assist the Contractor in reclaiming withholding taxes and the like to be paid by the installation personnel.

承揽方或其人员因合同或因在承揽方注册办公室所在国之外的场所工作所需缴纳的税费、应付费用、费用、社会保险和其他此类费用由定作方承担，个人所得税除外。定作方还应该在收取安装人员应支付的预扣所得税和其他此类费用方面给承揽方提供协助。

## 10. Terms of payment

#### 付款方式

10.1 Unless otherwise agreed in written, the price and other costs are invoiced monthly and are to be paid by the Employer within 30 days of the date of the invoice. The Contractor reserves the right to require partial or complete payment in advance of the presumed amount.

定作方每月支付一次服务费和其他开支，自发票日起 30 天内予以支付，另有其他书面约定除外。承揽方可要求提前支付部分或全部预估金额。

Payments are to be made by the Employer at the Contractor's registered office without deductions of any kind (discount, expenses, taxes, fees etc.). Payment is regarded as carried out when Swiss francs or another agreed currency are made freely available to the Contractor at the Contractor's registered office.

定作方需在承揽方的注册办公室进行支付且不得进行任何扣除（如折扣，开支，税费，费用等等）。当付款以瑞士法郎或其他双方同意之币种由承揽方在其注册办公室可自由支配之时，视为定作方已完成支付。

10.2 The Employer is not allowed to withhold or decrease payments because of complaints, claims or counterclaims not accepted by the Contractor. The payments are also to be made should the work be delayed or have been made impossible for reasons beyond the control of the Contractor.

定作方不可因未经承揽方认可的投诉、索赔或反索赔而扣留或少付应付款项。若安装工作由于承揽方无法控制的原因被推迟或已成为不可能，定作方也应支付相应款项。

10.3 If the Employer fails to effect payment on the agreed date(s), he shall- under the proviso of other rights being claimed and without formal notice-be liable to pay interest on the overdue amount(s) from the date due at a rate based on the interest rates prevailing at the Employer's registered office. Payment of default interest shall not release the Employer from paying the sums due under the terms of the contract. Furthermore, the Contractor is entitled to suspend installation work until the outstanding payments have been received. All costs incurred by the Contractor or the Employer in connection with the suspension of work must be borne by the Employer, even if a lump sum reimbursement has been agreed upon .

若定作方在约定日期未进行付款，则应按照定作方注册办公室所在地的通行利率从付款到期日起针对拖延款项支付利息（承揽方不必就此正式通知定作方，并且其所有其他权利仍可被主张）。定作方支付逾期利息不免除其支付合同下到期款项的义务。而且，承揽方在收到到期款项之前有权暂停安装工作。承揽方或定作方因安装工作暂停而承受的所有与安装工作暂停有关的费用均由定作方承担，即便在事先双方已约定了固定总价的情形下亦是如此。

## 11. Time schedule

### 时间表

11.1 A time limit for the completion of the installation work is only binding when accepted in writing by the Contractor. The installation time begins when all preliminary requirements for the commencement of the work have been complied with. It shall be deemed duly observed if the machinery or plant installed is ready for acceptance on its expiry.

完成安装工作之期限仅在承揽方书面同意后方可生效。安装期限从所有开工所需准备工作完成时开始计算，若在其到期时机器或设备已安装完毕等待验收，则视为已遵守了安装期限的约定。

A time limit is also complied with, even though parts are missing or readjustments have still to be made, if operation of the machinery/plant is possible and unhindered.

若机器/设备可不受阻碍地运行，即使有配件缺失或还需要调整，也视为已遵守了安装期限的约定。

11.2 The agreed duration of installation shall be suitably extended:

出现以下情形之一的，安装期限应适当延长：

- if the instructions required by the Contractor to carry out the installation work are not provided in good time, or if the Employer subsequently changes such instructions; or

-定作方未及时发出承揽方执行安装所需的指示，或定作方随后更改了前述指示；或

- if the Employer does not comply with his contractual obligations, in particular with regard to the terms of payment according to paragraph 10, or the obligations according to paragraph 5, or if the Employer's suppliers are behind schedule with their work; or

-定作方不遵守其合同义务，尤其是不遵守第 10 条所约定的付款义务或不遵守第 5 条所约定的义务，或定作方的供应商延误工期；或

- in the case of circumstances beyond the control of the Contractor, such as threat or actuality of mobilization, war, civil war, rioting or sabotage, as well as strikes, working to rule, accidents, illnesses, late or incorrect deliveries of necessary materials, local or state official actions or omissions, unforeseeable hindrances to transport, fire, explosion, or natural incidents.

-出现承揽方不可控制的情况，如动员之威胁、动员、战争、内乱、暴乱、破坏活动、罢工、怠工、事故、疾病、必须之物料交货错误或拖延、本地或全国的官方行动或不作为、无法预测之交通阻碍、火灾、爆炸或自然灾害。

11.3 If an agreed completion date is not complied with due to circumstances which are solely the responsibility of the Contractor, the Employer may-but only if a damage has occurred-require the payment of a compensation for damage resulting from delay, amounting to 0.5% per completed week up to a total not exceeding 5%. The amount of the compensation is calculated from the price of the Contractor's work for that part of the plant, which cannot be commissioned at the proper time due to the said delay. Further rights and claims in respect of delay, in particular for damages, are excluded.

若因全部责任应由承揽方独自承担之情形而导致未能在规定期限完工，定作方可针对延期导致的损害向承揽方（但仅在有害发生发生时）要求损害赔偿金，每延迟一整周收取 **0.5%**，但累计不超过 **5%**。赔偿金以因前述延期而不能按时试车的那部分设备所对应的安装服务价格为基础进行计算。定作方不得对延期提出任何其他进一步权利主张和索赔，尤其是损害赔偿。

For installation periods of more than three months, there is no claim for compensation for damage resulting from delay in respect of the first two weeks of delay.

若规定的安装期限长于三个月，则对由前两周的延期所导致的损害不得主张赔偿。

## **12. Acceptance of the installation work**

### **安装工作验收**

12.1 The installation work shall be ready for acceptance when the machinery or plant has been installed. The same shall apply if the installed machinery or plant cannot be commissioned for reasons outside the control of the Contractor.

机器/设备安装完成后即可对安装工作进行验收。前述约定同样适用于因承揽方不可控制的原因导致已安装机器/设备不能试车的情形。

12.2 As soon as the Employer is notified in writing by the installation leader that the installation work is ready for acceptance, it shall be inspected by the Employer or his appointed representative in the presence of the person in charge of the installation. Any deficiencies are to

be reported immediately in writing to the Contractor in a documentary record drawn up and signed by both parties (Installation Certificate). Acceptance must take place in any event within five days after notification by the installation leader that the work is ready for acceptance. If the Employer fails to do this, or puts the installation into operation before joint acceptance procedures have been performed, the installation work shall be deemed to have been accepted. The Contractor is entitled to call in for acceptance an independent expert appointed by the local chamber of commerce in the Contractor's country of domicile.

一旦首席安装员书面通知定作方安装工作可供验收，定作方或其指定代表应立即验收安装工作，此时安装工作负责人也应到场。任何不足均应立即通过双方起草并签字的文件记录（安装证书）以书面方式通知承揽方。在任何情形下，验收应当在首席安装员通知安装工作可供验收后的五日内进行。若定作方未能做到前述约定或未经双方共同验收之程序即将设备投入使用，则应视为安装工作已验收通过。承揽方有权请独立的专家（由承揽方住所地所在国的本地商会指定）进行验收。

### **13. Non-performance and its consequences**

#### **不履行及后果**

13.1 In all cases of non-performance not expressly dealt with in these General Conditions of Installation, in particular if the Contractor, without cause, commences execution of the works so late that completion of the works on time can no longer be anticipated, the Employer shall be authorized to set the Contractor a reasonable further deadline amounting to at least one month for remedy of the work concerned, under threat of withdrawal, should he fails to comply.

对于所有本《安装通用条件》未明确约定之不履行情形（尤其是承揽方在无理由的情形下很晚才开始安装工作，以至于无法预期按时完工），定作方应被授权给承揽方设定一个合理的宽限期（至少一个月）以对有关工作进行补救，并警告若再无法完成则撤销对应部分安装合同。

13.2 Upon the fruitless expiration of this subsequent deadline through the fault of the Contractor, then the Employer may withdraw from the contract with respect to the works which have not been executed or the non-execution of which is unquestionably anticipated, and reclaim the associated portion of payments already made. Any claim for damages by the Employer is precluded, except in cases of gross negligence or intention on the part of the Contractor. The obligation to pay the purchase price for the machinery delivered remains in force.

若因承揽方之过错而使宽限期过后承揽方的安装工作仍毫无成效，定作方可解除安装合同中尚未进行的那部分工作或毫无疑问可预见不能进行的那部分工作，并要求承揽方返还已支付的前述相应部分工作对应的部分服务费。定作方不可要求赔偿，但承揽方存在重大过失或故意的情形除外。定作方支付机器购买价款的义务仍然有效。

### **14. Risk of damage or loss**

#### **毁损或丢失的风险**

The Employer shall bear the risk of damage or loss for the material to be installed during performance of work, and for tools, equipment and materials provided by him. The Contractor shall be entitled to claim the agreed remuneration even if the installation cannot be carried out or can only be partially carried out, as a result of destruction or partial destruction of the items to be installed, the premises or the site in/on which the items are to be installed.

定作方应承担定作方提供的工具、设备和材料毁损或丢失的风险以及需在安装工作执行中被安装的材料毁损或丢失的风险。在因为需要安装的货品毁损或部分毁损或待安装的货品所在之场所或地

点遭到破坏或部分破坏而导致安装工作不能执行或仅能部分执行的情形下，承揽方有权主张原约定之报酬。

## 15. Warranty

### 保证

15.1 The Contractor guarantees for a period of twelve months after the signature of the Installation Certificate by the Employer or, on his refusal to sign the Installation Certificate, after the Contractor has declared the work completed, that the work has been carried out in a workmanlike and careful manner in accordance with the provisions hereafter.

承揽方保证安装工作已以合格且仔细之方式按照下述条款规定而完成；前述保证的保证期为 12 个月，从定作方签发安装证书时起算或在定作方拒签安装证书的情形下自承揽方宣布安装完成之时起算。

Should the work be interrupted due to the reasons quoted in paragraph 11.2, the warranty period for the work completed before the interruption commences in any event at the latest three months after the beginning of the interruption.

若安装工作因第 11.2 条所列原因中断，中断前完成的工作的保证期在任何情形下最迟从中断开始时起三个月开始计算。

If shipping, acceptance or assemblies are delayed for reasons beyond the Contractor's control, the warranty period shall expire in any event no later than 18 months after notification by the Contractor that the machinery is ready for shipping.

若因承揽方不可控制之原因导致装运、签收或装配发生延误，在任何情形下保证期最迟在承揽方发出机器待运通知后的第 18 个月底终止。

15.2 Any deficiencies in the installation work detected during the warranty period shall be remedied free of charge, provided that such deficiencies are notified to the Contractor in writing immediately upon their discovery.

对于在保证期内安装工作被发现有任何不足，在不足被发现后立即书面通知承揽方的情形下，承揽方将免费维修。

The Contractor shall only be responsible for deficiencies related to the work performed by the Employer's personnel or those of a third party but under the Contractor's supervision, if it can be proven that such deficiencies are attributable to the fact that the Contractor's personnel has acted with gross misconduct in the course of instruction or supervision.

承揽方仅对由定作方人员或第三方人员在承揽方监督下执行的安装工作出现的不足负责，但必须证明前述不足系因承揽方在指导或监督过程中出现重大不当行为而造成的。

15.3 No warranty shall be provided if the Employer or a third party undertakes modifications or repairs without the Contractor's written permission, or if the Employer does not immediately take suitable measures to reduce the possible damage, or if the Contractor's original spare parts are not used during the warranty period.

若定作方或第三方未经承揽方书面许可自行改动或维修，或定作方没有立即采取适当措施减少可能的损害，或在保证期内未使用承揽方的原装零备件，则承揽方不承担保证责任。



15.4 For work carried out under warranty, the Contractor shall provide warranty to the same extent as for the original work but not beyond the warranty period of the latter.

对于基于保证而进行的工作，承揽方提供与原安装工作一样的保证，但保证期不超过原安装工作的保证期。

15.5 Any claims and rights relating to deficiencies other than those specified under paragraphs 15.1 to 15.4 are excluded.

除在第 15.1 至 15.4 条中被明确陈述者外，与安装工作不足之处相关的所有权利要求和索赔都应被排除。

## 16. Liability

### 责任

16.1 The Contractor shall be liable to the Employer only for such property damage which his personnel has caused through intent or gross negligence during the preparation for the installation, the execution of the works or during the repair of any deficiencies. The total liability shall be restricted to CHF 5,000,000.-(five million Swiss francs).In case of personal injury, the relevant product liability legislation shall apply.

仅在承揽方人员由于在安装准备工作中、安装过程中或对不足之处的维修中因故意或重大过失而导致定作方遭受财产损失的情形下，承揽方应向定作方承担责任；但责任限于最高 **CHF 5,000,000.-**（五百万瑞士法郎）。人身伤害适用相关产品责任法律。

The Contractor's liability for all kinds of financial damages, in particular for production shutdown, lost profit, loss of use, losses resulting from a delay or interruption in installation as well as for contractual losses or consequential damages shall be excluded in any event with the exception of cases of gross negligence or intention on the part of the Contractor.

在任何情形下，承揽方对任何形式的经济损失的责任均应被排除，尤其是停产损失、利润损失、使用损失、安装延迟或中断造成的损失、合同损失或间接损失，但承揽方存在故意或重大过失的除外。

In addition, any further claims by the Employer, in particular for the compensation of damages of any kind, regardless of their legal basis, shall be excluded. All cases of breach of contract and their legal consequences, as well as all contractual and non-contractual claims of the Employer, are thus conclusively dealt with in by these General Conditions of installation.

此外，定作方不得提出任何其他的索赔要求，尤其是对任何形式的损害的赔偿要求（无论其法律依据如何）。任何违反合同的情形以及其法律后果，连同定作方的合同上的或非合同上的权利主张，应由本《安装通用条件》最终决定。

16.2 The Employer shall be responsible for any damage caused by his personnel. This applies also if the Contractor's personnel are directing or supervising the work, unless it can be proved that gross negligence in connection with instructions, omissions or with the supervision caused the damage.

定作方应承担定作方人员引起的任何损失；即使在承揽方人员指导或监督工作的情形下，前述约定也应适用。除非可证明该损失是由于承揽方在指导或监督中的重大过失所引起的。

The Employer shall also be responsible for any damage caused through deficiency in the tools, equipment and materials provided by him. This applies also when the Contractor's personnel has

used them without lodging a complaint, unless they could have noticed the deficiency had they exercised due attention.

因定作方提供的工具、设备和材料存在不足而引起的任何损失均由定作方承担。即使承揽方人员使用了上述工具、设备和材料后未提出异议，前述约定也应适用（除非他们在尽到适当的注意义务时应当发现前述不足）。

## **17. Cancellation of the contract by the Contractor**

### **承揽方取消合同**

Should unforeseen events take place, changing the commercial value of the contents of the services considerably or affecting the operations of the Contractor's plant considerably, or should the execution of the work subsequently prove impossible, the contract shall be adapted reasonably. If this cannot be justified from the economic aspect, the Contractor is entitled to cancel the contract wholly or in part.

若发生不可预见事件，严重影响服务内容的商业价值或严重影响承揽方工厂的运转，或者执行安装工作随后被证明是不可能的，合同应合理地进行修改。若合同修改从经济上考虑是不合理的，则承揽方有权取消全部或部分合同。

The Employer has no right to claim for compensation as a result of such cancellation. Should the Contractor decide to make use of his right to cancel, he is to inform the Employer immediately after the consequence of the event has been recognized, even if an extension of the installation time had been agreed with the Employer.

在上述情况下承揽方取消合同的，定作方无权主张赔偿。若承揽方决定行使取消合同的权利，承揽方必须在认识到事件后果后立即通知定作方，即使此前双方已达成安装时间展期的协议。

## **18. Data protection**

### **数据保护**

Unless agreed otherwise, personal data obtained in connection with the services as set out herein, shall be exclusively used for the performance of such services. For more information on our processing of personal data please see the Rieter Privacy Statement on the Rieter Website.

除非另有约定，所获取的与本合同所涉服务相关的个人信息只能被用于提供该等服务。对于立达处理个人信息之事宜，更多信息请见立达网站所载的《立达隐私声明》。

## **19 Arbitral tribunal and applicable law**

### **仲裁庭和法律适用**

19.1 Any dispute arising from or in connection with this contract shall be settled firstly through friendly negotiations. If no settlement can be reached, the dispute shall be submitted to 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 in effect at the time of applying for arbitration.

凡因本合同引起的或与本合同有关的任何争议应首先通过友好协商解决。如果协商未能解决，争议应提交仲裁。仲裁应由中国国际经济贸易仲裁委员会按申请仲裁时该会现行有效的仲裁规则在上海进行。

19.2 The contract shall be interpreted and executed in accordance with the law of the People's Republic of China excluding its conflicts of laws rules.

本合同将按照中华人民共和国的法律进行解释（不包含其法律适用冲突规范）。

## **20. Concluding provisions**

### **结束条款**

20.1 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在法律上与之相关的声明必须以书面形式作出，否则无效。任何对前述书面形式要求的放弃同样应以书面形式作出。声明必须在对方收到以后才开始产生法律效力。

20.2 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.

若合同中一个或多个条款完全无效或部分无效，合同其他条款的有效性不受影响。双方将以新的有效条款取代旧的无效条款。该新的有效条款应在法律目的和经济目标上最大限度地与被取代的旧的无效条款相近。

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