

General Terms and Conditions of Sale and Delivery

销售交付通用条款条件

1. Scope

范围

These General Terms and Conditions of Sale and Delivery shall govern the transaction described in the contract unless additional or contrary terms are expressly stated in the contract. 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.

合同内描述的交易将遵循本《销售交付通用条款条件》执行，除非合同中有其他额外或相反的明示约定。买方的通用条款条件，特别是买方的通用购买条款条件，不得成为本合同的一部分，即使卖方接受买方的付款并进行了交付。

2. Conclusion of the contract

合同的生效

A contract becomes effective upon signatures by the seller and the purchaser together with the fulfillment of conditions for effectiveness agreed in writing by the seller and the purchaser.

合同经买卖双方签署且买卖双方以书面形式约定的生效条件得到满足时生效。

3. Scope of delivery

交付范围

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

合同（包括其所有附件）最终且完整地说明由卖方提供的货物和服务范围。

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 contract 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为大约数值，合同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 contract, 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（基础平面图，电源布置图等等）对卖方没有约束力，除非它们包含于合同之中或被其提及有约束力，并且已由买方从结构特征方面进行了核实、认同和遵守。买方将独自负责确保其厂房满足正在被供应之货物所需之安装条件。

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利。合同一方收到对方发来的材料时即认可对方保留的权利。在未经对方事先书面授权的情况下，收到材料的一方不可全部或部分地使文档材料被第三方所接触，或将文档材料用于其原先被提供时所针对的目的之外的目的。

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 prior written consent of the seller.

买方可在规定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。买方对软件的任何扩展、升级等，必须在征得卖方事先书面许可的前提下方可进行。

4.5 Unless otherwise agreed in writing the seller shall have the right to access the machines, devices, systems, etc. of the purchaser to collect and transfer such data to a server controlled by the seller for the monitoring of machine

performance and further analysis. The data so obtained from the machines of the purchaser shall be kept confidential by the seller.

除非有相反的书面约定，卖方有权接触买方的机器、设备、系统等等并收集其相应数据并将该等数据传输至卖方控制的服务器，用以监控机器运转性能 and 进行进一步分析。从买方机器获取的数据将由卖方秘密保存。

5. Health and safety requirements

健康与安全要求

The machinery and equipment 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 contract.

由卖方制造和提供的机器设备符合欧盟之相关且直接适用的条例和标准。如需符合其他标准，需在合同中注明。

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.

在所有应向卖方履行之义务被完全履行且卖方已确保不会因任何或有负债而遭受任何损失之前，卖方对所供应的货物保留所有权。

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（例如对被供应的货物进行投保）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签署任何必要的法律文书，并完成为了遵守有关法律规定而必

须完成的在公开注册、登记等类似事务中注册所有
权保留事宜。注册费用由买方承担。

7. Delivery, transfer of risk, insurance, etc.

交付、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). Unless agreed otherwise, delivery, transfer of risk, insurance, etc., shall be ex works pursuant to Incoterms, 2010 Edition.

交付、风险转移、保险等依约定之贸易术语遵照国际贸易术语解释通则（2010 版）处理和解释。除非有其他约定，交付、风险转移、保险等均按工厂交货术语（ex works）处理和解释（国际贸易术语解释通则 2010 版）。

7.2 Part deliveries are permissible.

允许部分交付

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.

若因非可归责于卖方的原因而出现交付迟延，则工厂交货术语（ex works）下的风险将按照国际贸易术语解释通则（2010 版）转移于买方。卖方将负责正在被供应的货物的存放和保险，但费用和风险由买方承担。

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.

买方必须接受交付。货物到达目的地后买方应立即检查包装。若发现可识别的损坏和缺陷（包括货物不完整）应立即书面通知卖方，否则将认为买方在此方面已认可交付完成。买方在发现有损坏情况下，应采取补救措施尽可能减轻损坏程度。

8. Failure by the seller to comply with the delivery period / date of delivery

卖方未能遵守交付期/交付日期

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

若交付迟延，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 contract 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 contract 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.

但是若因卖方未尽到合理的审慎义务而未能遵守交付期限或交付日期，买方在延迟交付第五周过后有权要求卖方对第五周后的延迟部分支付违约金，但除此之外买方不得提出其他索赔主张。违约金计算方法为每延迟一周整，支付延迟交付之部分所对应合同金额的千分之五。但违约金数额累计不超过延迟交付之部分所对应合同金额的百分之五。前述违约金事宜必须遵循第 12 条。卖方将不会承担由于买方指定的供应商或分包商延迟交付所造成的任何损失。

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付，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付，买方将拒绝接受交付。若由于卖方缺乏合理审慎而未能在宽限期内交付，买方可以书面通知卖方取消因卖方原因导致延迟而无法按预定用途加以利用的那部分货物。

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 contract 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 取消交付，其有权对可证明的因延迟交付而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，不超过买方有正当依据取消的延迟交付的那一部分货物合同金额的百分之十五。所有赔偿均必须遵循第 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, labor 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、货物进出口及运转受阻等，或其他非卖方所能控制的障碍，无论该等状况是在卖方、买方还是第三方发生，有关交付期将适当延长且交付日期将适当推迟。任何一方均应自己承担其因不可抗力所遭受的损失。

9. Deterioration in financial condition / default of acceptance by the purchaser

买方财务状况恶化/接收违约

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，或要求提供付款担保或取消合同。

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付迟延，卖方有权存储正在被供应的货物，而所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 contract value, plus any additional damages which may be proven.

卖方也可以给买方一个接受交付的合理宽限期。宽限期过后买方仍未接受交付的，卖方可以对所正在供应的货物另行处置，并且/或者取消合同，并向买方主张金额为合同总额百分之十的违约金，且同时可对其他任何可被证实的损失向买方主张赔偿金。

9.4 The foregoing provisions also apply in the event of the revocation of a delivery contract 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合同。

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.

在获得卖方的事先书面许可的情况下，买方可在卖方场地对货物进行检验，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.

卖方完成机器安装并开车后，买方应当在一个月内进行验收测试，如发现机器有缺陷或无法达到约定的性能，应立即书面通知卖方；若买方未能做到前述约定，则应视为买方已认可了货物和安装服务。

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验收测试，并要求在其技术监督下进行一次事先的试运行。若试运行结果显示机器未能达到约定性能，买方允许卖方根据本《销售交付通用条款条件》第 11 条对部分或所有货物进行维修或更换。

11. Warranty; Liability for defects

保修：缺陷责任

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.

依下述条款所约定之保修义务在卖方对设备装配和安装进行了监督且卖方的《安装通用条件》适用的前提下成立。

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.

保修期为 12 个月，自所供应货物投入运行之日起算，与所供应货物实际运行时间无关。如因非可归责于卖方的原因致使交付、接受交付、装配、安装或投入运行遭受延迟，保修期最迟于第 18 个月结束，自卖方发出备货妥当待运通知或交付之日起算，以二者中在先者为准。如果部分货物需按第 11.5 条进行更换或维修，则经更换或维修的货物的保修期为 6 个月，自更换交付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.

若双方未以书面形式做出相反约定，卖方只对所供应货物的机械、电气和电子方面事宜予以保修。

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 prior 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 Rieter spare parts are not used.

若出现下述情形，卖方的保修义务应无法律效力：

- 未经卖方事先书面同意，买方或第三方进行了不当修理或改动；或
- 缺陷出现时，买方未立即采取措施将损害降至最低，也未立即给卖方机会修复缺陷；或
- 未使用立达原装的零备件。

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，卖方应按照卖方自己的选择并自担费用尽快维修或更换那些由卖方供应的且可被证明是由于材质不好、设计错误或工艺缺陷而在保修期内产生缺陷或无法使用的部件，前提是：被更换的部件归卖方所有；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或更换的部件的进口环节为卖方提供所有必要的支持，否则由因此导致的维修更换延迟或维修更换失败而引发的后果由

买方承担；交付目的地国的所有关税及税金由买方承担。

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.

所供应货物的特殊特征（例如特殊使用寿命、产量等）或利用所供应货物生产的产品的特殊特征只有在被买卖双方以书面方式明确地约定为“保修特征”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。若保修特征未能得到满足或仅部分被满足，买方所享之全部救济仅得依第 11.5 条而定。

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.

下列情况下卖方免除保修责任且无需负责：磨损件，及因自然损耗、维护不当、不遵守操作说明或其他操作要求、过度受力、不合适的运转辅料、不合适的原料、化学或电解作用、电压或电流波动或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和服务，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.

买方不得就实际供应货物遭受的损失以外的其他任何损失提出索赔，例如生产损失、使用损失、订单损失、利润损失以及其他间接损失或其他经济损失。

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.

在合同违约情形下，买方所享有的所有权利和救济均由本《销售交付通用条款条件》独自且排他地确立和提供，无论相关权利和救济的法律原理如何。特别是，未在此被明确陈述的买方的赔偿主张（包括但不限于针对间接损失的，如停产损失、利润损失、使用损失、任何其他财务损失等等）、降低购买价格主张、取消合同主张等权利主张，均应被排除且买方不得主张。本免责声明适用于整个合同；在适用于第 11 条（保修；缺陷责任）时，本免责声明不受该条任何限制；在适用于第 8.2 和 8.4 条（卖方违约）时，本免责声明不适用于因卖方的故意过错行为或重大过失行为而产生的权利主张，尽管其适用于因卖方协助人的故意过错行为或重大过失行为而产生的权利主张。

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.

卖方必须保证其所正在供应的货物在交付目的地国不侵犯第三方的专利权。卖方可以用任何适当的方式在法庭内外对第三方提出抗辩或与第三方和解。买方应为此向卖方授权并提供所有必要的支持。

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 therefrom, including compensation claims.

若所供应的货物或其部件是按照买方的要求或建议而生产，或者所供应的货物或其部件与其他非卖方所供应的货物一起使用，则卖方不应依第 13.1 条承担责任。在此情形下，卖方不对买方承担任何责任，且买方应对卖方因此遭受的专利侵权主张（包括各种赔偿主张）向卖方进行全额赔偿，以确保卖方不因此而遭受任何损失。

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.

买方应遵守并要求其人员遵守随同所供应货物一起交付的操作说明和安全资料，以确保所供应货物的安全运行。在未收到来自买方的相反书面通知的情形下，均应视为买方已经收到操作说明和安全资料。

14.2 Existing safety devices and safety/warning notices on the machines must not be removed. Poorly attached or damaged notices must immediately be re-attached or replaced. The seller promises the purchaser to replace safety/warning 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.

机器上的安全装置和安全/警告提示不可拆除。粘贴不牢或已损坏的提示应当立即粘贴完好或更换。卖方承诺，于任何时候，在合理的数量内，为买方更换不适用的安全/警告提示。对于安全指令的改变，买方必须立即执行和遵守。

14.3 Modifications to the machines 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不利影响的机器改动只能由卖方来执行。

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.

若发生与所供应货物有关的事故或有迹象表明所供应货物运行存在危险，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.

买方应就因其未履行上述义务而导致的卖方对第三方负有的任何和全部责任向卖方承担保证赔偿责任，以确保卖方不遭受任何损失。

15. Arbitral tribunal and applicable law

仲裁庭和法律适用

15.1 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。

15.2 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）。

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。

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。

ACHA - GTCSD - EN/ZH – V20181008