

销售条款和条件

1. 综述。 以下销售条款和条件（以下简称“T&C”）应适用于各自采购订单或确认上签署的卖方公司（以下简称“卖方”）与买方之间签订的销售合同的唯一条款。一旦开始工作或订单已经开始传送，买方其他文件中的任何条款和条件若与该销售条款和条件偏离，或与其不一致或内容有所增加，均不能接受，即便可能确认过，如果没有卖方的明确书面同意，对卖方也不应有约束力。各自的合同与该销售条款和条件只能通过双方签署的文件以书面形式修改，并且应构成双方之间的全部协议。所有在各自合同之前或同时产生的提议、谈判、表述、建议、声明或协议都不应纳入或构成各自合同的一部分。

2. 承兑和价格。 除非卖方以书面形式延长期限，否则报价有效期为 30 天。合同仅在卖方订单信息确认后生效。价格为工厂交货价（EXW），该术语在国际贸易术语解释通则 2010 中进行了定义，不包括包装费、营业税、使用费、货物税、增值税、消费税或销售产生的其他费用。由于电子计算的价格记录可能是有“折扣”或为净额基准，票据上的总体价格可能有稍微不同。

3. 装运与交货。 所有的装运都在卖方的经营场所进行工厂交货（工厂、仓库或其他销售地点），除非另有书面协议。交货日期是个大概的日期，不能确保，且总是在卖方收到买方验收的回执之前还没有卖掉所提供产品的基础上才会进行报价。承运人装运之日被视为产品交货日期（以下简称“交货日期”）。交货后，任何损失或损坏的风险将由买方承担。任何正常交付周期之外的要求可能要额外收取加急费。卖方保留进行部分交付的权利，除非合同中有与之相反的客户特殊协定。

TERMS AND CONDITIONS OF SALE

1. General. The following terms and conditions of sale ("T&C") shall be the only terms applicable to any contract for sale between the seller entity named on the respective purchase order or acknowledgment ("Seller") and Buyer. Any terms and conditions in any of Buyer's other documents that vary or are inconsistent with or add to these T&C are not acceptable and shall not be binding upon Seller without Seller's express written consent even though there may have been acknowledgment, if work has commenced or the items ordered have been shipped. The respective contract and these T&C may only be amended in writing by way of a document signed by both parties and they shall constitute the total agreement between the parties. All proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or concurrent to the respective contract shall not be included or constitute part of the respective contract.

2. Acceptance and Price. Quotations are valid for thirty (30) days unless extended in writing by Seller. A contract shall only become effective upon Seller's order confirmation. Prices are Ex Works, as that term is defined in Incoterms 2010 and do not include packaging, sales tax, use, excise, VAT, GST, or other charges attributable to the sale. Total prices on invoices may differ slightly, as price records for electronic calculation may either be on a "list and discount" or on a net basis.

3. Shipment and Delivery. All shipments are Ex Works Seller's premises (plant, warehouse or other point of sale), unless otherwise agreed to in writing. Delivery dates are approximate, not guaranteed, and are always quoted on the basis that the products offered have not been otherwise sold before the receipt of Buyer's acceptance by Seller. Products are deemed delivered on the day the shipment is made available to the carrier ("Delivery Date"). Any risk of loss or damage passes onto Buyer therefrom. Any order request outside of normal lead times may be subject to expedite fee. Seller reserves the right to make partial deliveries, unless a

4.延期交货。对于卖方因故意或过失造成的延期交货，每延期一周，买方有权获得购买价 0.5%的违约赔偿金。在任何情况下，违约赔偿金总的比例都不应超过产品部分的 5%，由延期产生的违约赔偿金不能用于商业方面。该赔偿金应当赔偿因延期对买方造成的所有损失，并代替买方拥有的应对与卖方延期交货有关或由此产生的其他权利。

5.不可抗力。如果卖方遇到人力不可抗拒事件或其他卖方无法控制的情况，包括但不限于政府行为、自然灾害、战争、民事或劳工动乱、火灾、水灾、爆炸、能源短缺、罢工或无法从平时的供应源中获得原料或获得极少原料，卖方的义务应根据该情况的持续时间相应延长。若遇到该情况使卖方不能在本合同规定的时间内按期履行义务，卖方同意在 48 小时内通知买方。然而，如果该情况造成产品超过 6 个月无法完成，卖方有权终止合同。

6.取消和修改。除非另有书面约定，否则买方不能取消、修改或停止卖方已接受的订货。以下情况除外，根据条款，买方应当赔偿卖方因取消、修改或停止订货造成的所有损失（包括利润损失）、成本（包括所有在取消或修改之前使用的劳动力及材料成本）、损坏、费用与开支。除了卖方能够证明的损失之外，每取消或停止一单订货，买方应立即支付订货价值 2% 的手续费，至少 250 欧元。

customer specific agreement to the contrary is fixed in the contract.

4.Delayed Delivery. In the event of delayed delivery caused by Seller, negligently or willfully, Buyer shall be entitled for each complete week of delay to liquidated damages at a rate of 0.5% of the purchase price per week. In any event such liquidated damages shall not exceed an aggregate amount of 5% of the portion of the products which as a consequence of such delay cannot be commercially and effectively used. Such payment shall be in full satisfaction of any loss suffered by Buyer due to a delay and shall be in lieu of any other right Buyer may have against Seller arising out of or in connection with the delay in delivery.

5.Force Majeure. In case of force majeure or other circumstances beyond Seller's control, including, but not limited to, acts of government, natural disaster, war, civil or labor unrest, fires, floods, explosions, energy shortages, strikes or unavailability or reduced availability of supply at its usual source, Seller's obligations shall be extended for the duration of such circumstances. Seller agrees to inform Buyer within 48 hours about any such event that delays Seller's performance under the contract. If completion of the product, however, is prevented by such circumstances for more than six (6) months, Seller shall have the right to terminate the contract.

6.Cancellation and Revision. Unless otherwise agreed to in writing, no order which has been accepted by Seller may be cancelled, varied or suspended by Buyer, except on the terms that Buyer shall indemnify Seller in full against all losses (including loss of profit), costs (including the costs of all labor and material used and ordered before cancellation or variation), damages, charges and expenses borne by Seller as a result of the cancellation, variation or suspension. In addition to the losses evidenced by Seller, a handling fee of two per cent (2%) of the order value, at least 250 EUR, shall be immediately due by the Buyer for each cancellation or suspension of an order.

7. 所有权保留。卖方应当保留对交付产品的所有权，直到收到全部协定金额的有效付款。合同签署后，买方自动授权卖方根据相关国家法律确定所有权保留，为此通过各自国家主管部门进行公共登记，并办理完所有相关手续。在所有权保留阶段，出于对卖方利益的考虑，买方应当承担维护产品的费用，买好所有必要的保险以保护产品，防止盗窃、全部损失、火灾、水灾及其他风险，并采取进一步措施保证卖方的所有权无论如何均不受侵害。

8. 知识产权。如果知识产权侵权诉讼仅仅是由于卖方设计和制造的产品侵权引起的，而不是与其他公司制造产品一并使用而引起的，卖方应当保护买方免受该诉讼的损害，包括第三方的专利和商标。卖方必须收到书面通知，并被授权进行辩护，或者自行为买方取得许可证或替换不涉及侵犯的同等产品。在任何情况下，卖方的负债总额都不应超过买方所付的产品购买价格。关于买方提供的图纸、计算、描述或说明，买方应当保护卖方免受知识产权侵犯诉讼，包括专利和商标。

9. 产品安全和安全设备。卖方设计和制造的产品必须能够安全使用，但是卖方无法保证任何情况下的安全性。产品仅配备各自产品说明（或手册）中明确的安全设备。买方有责任提供适当的警卫，根据使用说明、适用的健康和法规及安全法律法规和合理注意的通用标准对产品进行安全的安装和使用。如果买方未能按规定操作，买方应赔偿卖方的任何损失、成本、费用、起诉或未按规定操作造成的起诉理由。

7.Retention of Title. Seller shall retain all rights and title to all products delivered until the effective receipt of payment in full of the agreed amount. With the conclusion of the contract, Buyer automatically authorizes Seller to have said retention of title entered pursuant to the laws of any of the countries concerned, in any public registers kept for this purpose by the competent authorities of the respective countries, and to complete all relating formalities. During the whole period of the retention of title, Buyer shall, at its own expense, maintain the products, take out all necessary insurance with a view to protecting them, for Seller's benefit, against theft, total loss, fire, water and other risks, and take all further measures in order to ensure that Seller's title is not prejudiced in any way whatsoever.

8.Intellectual Property. Seller shall defend and hold Buyer harmless against claims of infringement of intellectual property rights, including patents and trademarks of third parties, provided such claims are based exclusively on infringement by products designed and manufactured by Seller and not based on the use of the products in combination with products manufactured by others. Seller must be notified in writing and must be authorized to defend such claims or, alternatively, at its own discretion to obtain a license for Buyer or substitute a non-infringing equivalent product. In no event shall Seller's total liability to Buyer exceed the purchase price of the product. Buyer shall hold Seller harmless against claims of infringement of intellectual property rights, including patents and trademarks, relating to drawings, calculations, descriptions or instructions provided by Buyer.

9.Product Safety and Safety Devices. Products designed and manufactured by Seller are capable of being used in a safe manner, but Seller does not warrant their safety under all circumstances. Products are provided with only those safety devices identified in the respective product description (or manual). IT IS BUYER'S RESPONSIBILITY TO FURNISH THE APPROPRIATE GUARDS AND TO INSTALL AND USE THE PRODUCTS IN A SAFE MANNER

IN COMPLIANCE WITH INSTRUCTIONS OF USE, APPLICABLE HEALTH AND SAFETY REGULATIONS AND LAWS AND GENERAL STANDARDS OF REASONABLE CARE. IF BUYER FAILS TO DO SO, BUYER SHALL INDEMNIFY SELLER FROM ANY LOSS, COST, EXPENSE, ACTION OR CAUSE OF ACTION RESULTING FROM SUCH FAILURE.

10. **设计、尺寸和重量。**由于正常的产品变化，纸质和电子目录里显示的设计、尺寸、材料、成分和重量也容易产生变化。如果产品的使用需要完全准确和/或符合，买方必须要求卖方给出另外的信息或认证，卖方在该情况下应有权撤销对买方提出的报价。在这种情况下，双方都无权索赔。

10.Designs, Dimensions and Weights. Due to normal product changes, the designs, dimensions, materials, components and weights shown in printed and electronic catalogs are subject to variation. If complete accuracy and/or compliance is required for an application, Buyer must request additional information or certification from Seller who, in such case, shall be entitled to rescind the offer he has made to Buyer. In such event, neither Party shall have the right to claim for compensation of losses.

11. **制造设备和技术信息。**除非卖方另有明确书面协议，否则与订单相关的所有制造设备、设计数据和其他技术信息都应归卖方所有。卖方持有的买方模型/工具由买方承担风险，不在卖方的保险范围内。

11.Manufacturing Devices and Technical Information. Unless otherwise expressly agreed to in writing by Seller, all manufacturing devices, design data and other technical information relating to an order shall remain Seller's property. Buyer's patterns/tooling in Seller's possession are held at Buyer's risk and not covered by Seller's insurance.

12. **保质期。**卖方做出以下保证：（1）卖方的产品符合议定的规格；（2）装运之日起一年内没有材料和工艺上的缺陷。假如有质量保证的产品在保修期内无法达到以上保证，买方必须立即书面通知卖方。卖方将自行免费为买方（1）维修产品；（2）替换产品；或（3）按不合格产品购买价全部退款。这些补偿仅作为违反保证的补偿。

12.Warranty. Seller warrants that its products (i) conform to the agreed specifications, and (ii) are free from defects in material and workmanship for one year from the date of shipment. Should a warranted product fail to conform to these warranties within the warranty period, Buyer must promptly notify Seller in writing. Seller will, at its discretion and at no charge to the Buyer (i) repair the product; (ii) replace the product; or (iii) offer a full refund of that portion of the purchase price allocable to the non-conforming product. These remedies are the exclusive remedies for breach of warranty.

13. **保质期未尽事宜。**如果没有卖方领导层事先书面批准，卖方代表无权放弃、修改、改变或增加本条款。卖方不保证由以下几种情况引起的产品缺陷、损毁或故障：（1）正常磨损；（2）无法提供合适的安装环境；（3）

13.What Is Not Covered by this Warranty. No representative of Seller has authority to waive, alter, vary or add to the terms hereof without prior written approval of an officer of Seller. Seller does not warrant any defects in,

用于非计划内的用途，或不当的、不合理的或过度的使用；（4）未经授权的附加装置、修改或拆卸；（5）不按指定的技术数据使用或不根据卖方发布的使用说明使用；（6）在装运过程或事故中损毁。买方必须能够胜任产品的挑选、安装时的充分测试、正确安装、产品操作和维护。

14. 免责声明。上述保证替代一切其他明示或默示保证、法规，包括但不限于关于适销性和适合某一特定用途的默示保证。在任何情况下，卖方对于合同侵权或根据其法律或公平理论任何偶然、特殊、附带或间接的损害概不负责。

15. 风险分担。该保证分担了卖方和买方之间产品故障的风险。分担为双方所认可，并体现在产品价格中。买方承认已阅读并理解了本合同，同意并遵守其条款。

16. 通用责任限制。卖方仅对故意的不良行为或严重过失造成的损毁承担责任，在根据产品责任适用法律规定，出于个人私利造成人身伤害或货物毁损的情况下，负有强制性责任。此外，如果有的话，卖方将负责以书面形式对买方做出保证。然而，该责任仅适用于为了防止损毁而做出的保证。在发生轻微过失的情况下，如果违反材料合同义务损害到各自合同的目的，卖方仅承担卖方、法定代表或代理人违反义务的责任。在这种情况下，由于在协议签署时卖方就知道损失的情况，依据卖方当时合理预见的损失金额，损害赔偿的价值将有所限制。纯粹的财产损害赔偿，如产量损失或利润损失，将受到诚信一般原则的限制，比如当赔偿金额与损害程度之间的

damage to, or failure of products caused by: (i) normal wear and tear; (ii) failure to provide suitable installation environment; (iii) use for purposes other than those for which designed, or other inappropriate, improper or excessive use; (iv) unauthorized attachments, modifications or disassembly; (v) use outside the specified technical data and without regards to the instructions of use published by Seller; or (vi) damage during shipping or accidents. Buyer's care in selection, adequate testing at time of installation and proper installation, operation and maintenance of all products is required for adequate performance.

14.Disclaimer of Warranty. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE IN TORT OR CONTRACT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY OF LAW FOR ANY INCIDENTAL SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

15.Allocation of Risks. This warranty allocates the risks of product failure between Seller and Buyer. This allocation is recognized by both parties and is reflected in the price of the products. Buyer acknowledges that it has read this Contract, understands it, and agrees to and is bound by its terms.

16.Limitations of Liability in General. Seller will only be liable for damages caused by intent, willfull misconduct or gross negligence and also in those cases where applicable laws on product liability provide that in the event of personal injury or damage to goods used for private ends, liability is compulsory. Furthermore, Seller will be liable for guarantees, if any, given in writing to Buyer. This liability will, however, only apply to such damages the guarantee was intended to protect against. In case of slight negligence, Seller will be liable only for a breach of material contractual obligations by it, its legal representatives or its vicarious agents and provided such breach endangers the purpose of the

差异不成比例。间接损害的赔偿排除在外。卖方对于无法合理控制造成的违约或失职不承担责任。本条款应当相应地适用于同意索赔和侵权。其他任何责任应当排除在外。如果损失或损害在买方的保险范围内，卖方仅对相关关联的损失承担责任（比如增加的保险费或利益受损，直到索赔解决）。违约责任的依据仅为本销售条款和条件的第三、四、五条。

17. 支付期限。除非另有协议，否则支付期限从开具无扣减额的发票之日起 30 天。对于拖欠付款，卖方保留每拖欠一个月收取 1.5% 利息的权利。托收的费用（包括合理的律师费）必须由买方承担。如果根据本合同规定，买方无法预付款，卖方保留立即取消合同的权利。

18. 遵守法律。关于产品的出口及相关的技术数据，买方同意遵守欧盟、美国和卖方法律管辖地的出口法规（法律能适用且与欧盟或美国法律不冲突）。在卖方将所提供产品转移到第三方之前，买方应采取适当措施详细检查并确保（1）对于产品转移、关于产品的合同代理或与产品相关的其他经济资源的规定，不能违反欧盟、美国或卖方法律管辖地规定的禁运和/或制裁，并且考虑到国内业务的限制及绕过那些禁运和/或制裁的禁令；（2）产品不能用于军备、核技术或武器；（3）所有适用的欧盟、美国和卖方法律管辖地的制裁对象清单的规定中关于与

respective contract .In this case, damages will be restricted on the merits and in terms of amount to those cases of damage that Seller was reasonably able to foresee at the time of the conclusion of this Agreement, based on the circumstances known to Seller at that date. The compensation of purely pecuniary damage, such as loss of production or loss of profit, will be limited by the general principles of good faith, for example in case of a disproportionate difference between the amount of the remuneration and the extent of the damage. Any compensation for consequential damages will be excluded and Seller will not be liable for default or breach of duty due to causes beyond Seller's reasonable control. For concurring claims and tort this clause shall apply accordingly. Any other liability shall be excluded. In the event any loss or damage is covered by insurance taken out by the Buyer, the Seller shall only be liable for any associated losses (e.g. increased insurance premiums or interest disadvantages until settlement of the claim. Liability for default shall exclusively be governed by clause 3, 4 and 5 of these T&C.

17. Terms of Payment. Terms of payment, unless agreed otherwise, are thirty (30) days net from the date of invoice without any deductions. Seller reserves the right to charge interest at the rate of 1.5% per month for default in payment. Costs of collection (including reasonable attorney's fees) must be borne by the Buyer. Seller reserves the right to withdraw from the contract immediately, if Buyer fails to fulfill any advanced payment agreed in the contract.

18. Compliance with Laws. Buyer agrees to comply with the export laws of the European Union, of the United States and of the country of Seller's legal venue (to the extent they apply and do not conflict with the EU or U.S. laws) with regard to the exportation of the products and any technical data associated therewith. Prior to any transfer of products provided by Seller to a third party, Buyer shall in particular check and guarantee by appropriate measures that (i) there will be no infringement of an embargo and/or sanction imposed by the European Union, by the United States of

实体、个人组织的贸易要考虑在内。对于买方因不遵守出口管制条例引起或相关的索赔、诉讼、起诉、罚款、损失、费用和损害，买方应进行赔偿，使卖方免受损害。买方应当对由此产生的所有费用开支进行赔偿，除非国内或国际对外贸易或海关规定或禁运或制裁上的障碍使得该责任无法履行。

19. **开始诉讼的时间。**任何违反该销售条款和条件的起诉必须在涉嫌违反 6 个月内开始。

20. **其他。**根据本销售条款和条件，只有卖方有权转让、分配和转移任何或所有权利和义务给附属公司。如果本销售条款和条件或合同的个别条款全部或者部分无效或不可行，其余条款或此定其余部分的效力不受影响。应当用具有法律效力及商业效力的尽可能相近的条款来取代无效或无法执行的条款。

21. **适用法律和争端解决。**卖方与买方之间的合同关系受到卖方所在地法律专属管辖，法律条款的国际冲突及《联合国国际货物销售合同公约》（CISG）不适用。凡因本合同关系引起的或与本合同关系有关的任何争议，均应提

America or by the country of Seller's legal venue by such transfer, by brokering of contracts concerning those products or by provision of other economic resources in connection with those products, also considering the limitations of domestic business and prohibition of by-passing those embargos and/or sanctions; (ii) such products are not intended for use in connection with armaments, nuclear technology or weapons; (iii) the regulations of all applicable Sanctioned Party Lists of the European Union, of the United States and of the country of Seller's legal venue concerning the trade with entities, persons organizations listed therein are considered. Buyer shall indemnify and hold harmless Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out or relating to any non-compliance with any export control regulations by Buyer, and Buyer shall compensate Seller for all losses and expenses resulting thereof, unless the fulfillment of this obligation is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.

19. **Time for Commencing Suit.** Any action for breach of any of the terms of this T&C must be commenced within six (6) months of the alleged breach.

20. **Miscellaneous.** Only Seller shall be entitled to cede, assign and transfer any or all of its rights and obligations in terms of this T&C to any of its affiliates. If individual provisions of this T&C or the contract should be or become invalid or impracticable in whole or in part, then the validity of the remaining provisions or the remaining parts of such provisions is unaffected thereby. The invalid or impracticable clause(s) shall be replaced by provisions the legal and commercial effects of which are as close as possible to what the consequences of the invalid and impracticable clause(s) had been had they been valid and practicable.

21. **Applicable Law and Dispute Resolution.** The contractual relationship between Seller and Buyer shall be exclusively governed by the laws of the legal venue of Seller with exclusion of its international conflict of laws provisions

交给对卖方所在地有管辖权的法院解决。卖方有权在买方所在地或其他法律允许的裁判管辖地提起诉讼。

and with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising from or in connection with the contractual relationship shall be referred to and settled by the courts having jurisdiction over the legal venue of Seller. Seller shall also be entitled to take legal action at the Buyer's legal venue or any other legally permissible place of jurisdiction.