

for dispatch or collection. Compliance with the delivery period requires the customer to have met its contractual obligations to cooperate.

即使与客户约定了交货日期，交货时间也仅是大概时间，不具约束力，除非明确约定交货日期为固定交货日期，即已以书面形式指明：一旦超过规定日期，客户即不再对交货有兴趣。交付物的交货期限的起始时间不早于以下时间：要求客户获得的技术数据、证明文件、批准和许可提供之时，或收到约定的预付款时（以适用者为准）。及时通知货物准备就绪可供发运或提取，即视为交货期限得到遵守。遵守交付期限要求客户已经履行了其合同规定的合作义务。

- 5.6 We are not obliged to cooperate with customers to postpone the delivery date as agreed in the order. Any request of customer to postpone the delivery without written agreement between the parties shall be subject to the separate written acceptance of us at our sole discretion. If any delivery is postponed as agreed, the risk of accidental loss and accidental damage to the goods automatically pass to customer at the originally agreed delivery date, unless otherwise agreed by the parties in writing thereupon. We shall be entitled to the storage fee for keeping the deliveries during the postponing period as requested by customer at the rate we separately inform customer in writing. Notwithstanding the payment clause hereunder, deliveries shall become due for payment when the delivery has been postponed for six (6) months since the originally agreed delivery date, and customer shall make full payment for the deliveries in lump sum immediately, regardless whether the state tax invoice has been issued by us or not. Ownership of the deliveries shall pass to customer upon the full payment has been made.

我们无义务配合客户推迟订单中约定的交货日期。客户在双方未达成书面协议的情况下提出的推迟交货的请求都应由我们基于我们的自由裁量另行以书面形式接受。如果按约定推迟交货，货物的意外损失和意外损坏风险自动在原约定的交货日期转移给客户，除非双方以书面形式就此另有约定。我们应有权因按客户的请求在推迟期间内保管交付物而获得仓储费用，费率由我们另行以书面形式告知客户。尽管存在本条款项下付款条款的规定，当交货自原约定交货日期起被推迟达六（6）个月时，交付物的相关款项应变为到期应付，客户应立即一次性全额支付交付物相关款项，不论我们是否开具了国税发票。交付物的所有权应在全额付款后转移给客户。

- 5.7 Where we have been unable to comply with binding delivery deadlines for reasons for which we are not responsible (non-availability of the item or service owed by us), we will promptly inform the customer of this and simultaneously give notice of the anticipated new delivery period. Where the item or service is unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will promptly repay any consideration already paid by the customer. In particular, where we have concluded a corresponding transaction, it is treated as a case of non-availability of the item or service in this sense if there is a late delivery to us by our subcontractor (reservation of self-supply) and neither we nor our subcontractor acted deliberately or negligently, and we have not assumed any special procurement risk for this specific case. The same applies to cases in which the customer specified the suppliers or raw materials to be used and they are not available. 若因非归咎于我们的原因（我们应提供的物项或服务不可获得）而无法遵守具有约束力的交货期限，我们将及时告知客户，并同时通知预期的新交货期限。若物项或服务在新的交货期限内无法获得，我们有权全部或部分解除合同；我们将及时退还客户已支付的任何对价。尤其，在我们已达成相应交易的情况下，如果我们的分包商向我们交货延迟（保留自给），而我们和我们的分包商都没有故意或疏忽的行为，并且我们未就此特定情况承担有任何特殊采购风险，则视为此意义上的物项或服务不可获得的情况。这同样适用于客户指定使用的供应商或原材料，而这些供应商或原材料却无法获得的情况。

- 5.8 The content of this Clause 5 is without prejudice to the customer's rights under Clause 7 of these DPTC or to our statutory rights, in particular in case of an exclusion of a performance obligation (e.g., on grounds of impossibility or unreasonableness of performance and/or subsequent performance).

本第 5 条的内容不损害客户根据本条款第 7 条享有的权利或我们的法定权利，尤其在排除履约义务的情况下（例如，以履约和/或后续履约不可能或不合理为由）。

- 5.9 In case the customer becomes subject to insolvency proceedings, or comparable proceedings under foreign law, experiences payment difficulties or if there is a significant deterioration of the customer's financial situation, we are entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts, unless the customer provides the respective consideration or, upon our request, provides appropriate securities.

如果客户牵涉入破产程序或外国法律规定的类似程序，遭遇付款困难，或如果客户的财务状况严重恶化，我们有权立即中断交货，并拒绝履行当前的合同，除非客户提供相应的对价，或应我们的请求提供适当的担保。

- 5.10 In case the customer is in default of acceptance or in culpable breach of any auxiliary obligations (e.g., owed acts of collaboration), the customer shall pay us for any damages caused and any additional costs (e.g., storage expenses) related thereto. Further claims and rights shall remain unaffected. In case of the customer's default of acceptance or payment, the risk of accidental loss and damage of the goods shall pass to the customer.

如果客户未进行验收，或违反任何附属义务（例如，应有的合作），客户应赔偿我们遭受的损失，并支付相关的额外费用（例如保管费用）。进一步的索赔和权利应不受影响。在客户未验收或未付款的情况下，货物的意外损失和损坏风险应转移给客户。

6. Warranty (claims for defects)

保证（缺陷索赔）

- 6.1 Unless otherwise specified below in this Clause 6, the statutory provisions apply with regard to the customer's rights in case of material defects and defects of title (including wrong delivery and short delivery, improper assembly/installation and errors in the manuals) of the delivery. In all cases this is without prejudice to the statutory special provisions governing the final supply of the unprocessed good to a consumer.

除在本第 6 条的下文中另有指明外，客户在交付的货物存在材料缺陷和所有权缺陷（包括交货错误和交货短缺、不当组装/安装及手册中的错误）的情况下享有的权利仅适用相关的法律规定。在所有情况下，这均不影响有关向消费者最终供应未加工货物的特殊条款的适用。

- 6.2 The basis of our liability for defects is only the agreement made regarding the requirements of the deliveries (especially including product descriptions, drawings and manuals). Notwithstanding this, our deliveries are not intended for installation in any kind of nuclear and similar applications (e.g., nuclear power plants); the use for such applications is only permitted if this was expressly confirmed by us prior to the conclusion of the contract; the customer is obliged to pass on these restrictions to its customers.

我们对缺陷负责的依据仅是就交付物的要求做出的约定（尤其包括产品描述、图纸和手册）。尽管有此规定，我们的交付物并非用于安装在任何类型的核和类似应用（例如，核电站）中；只有我们在签订合同之前明确确认，才准许用于该等应用；客户有义务将该等限制转移给其客户。

- 6.3 We accept no liability for public statements by third parties (e.g., advertising messages, test institutes, customers) in connection with the item supplied by us. In particular, the occurrence of a technically unavoidable leakage in the mechanical seal and the packings shall not be recognized as a product defect. Only after detailed examination of the actual operation conditions, the actual product version (e.g., production tolerances) and the actual installation conditions can it be decided, based on our experience and the state of the art, whether a leakage is unacceptably high and as such does not meet the requirements.

我们不对第三方（例如，广告信息、试验所、客户）就我们供应的物项所作的公开声明承担任何责任。尤其，机械密封和包装发生在技术上不可避免的泄漏不得视为产品缺陷。只有在详细检验实际运行情况、实际产品版本（例如，制造公差）和实际安装情况后，才可根

- 6.4 The customer's claims for defects require that it has complied with its obligations to examine the goods and to notify defects. We must be promptly notified in writing if a defect becomes apparent during or subsequent to an inspection. The notification is deemed prompt if given within two weeks after the discovery of the defect in which case, for compliance with the deadline, it suffices that the notification is sent on time. Our liability is excluded in

relation to the defects not notified or not notified in time in those cases where the customer omits to carry out the proper inspection and/or notification of defects.

客户如要提起缺陷索赔，必须已履行其检验货物并告知缺陷的义务。如果在检查过程中或之后发现了缺陷，必须及时以书面形式通知我们。通知如果在发现缺陷后两周内发出，则视为及时发出，在此情况下，准时发出通知即足以证明遵守了最后期限。在客户未进行适当检查和/或缺陷告知的情况下，我们对于未告知的或未及时告知的缺陷不承担责任。

- 6.5 We assume no warranty for insignificant deviations as described in Clause 4.1 or for defects in construction based on drawings, plans or other documents provided by the customer or as far as the defect is caused by non-compliance with operating, installation and maintenance instructions, use outside the defined limits of use, unsuitable or inappropriate use or storage, inappropriate or negligent handling, installation or commissioning or natural or usual wear and tear or is attributable to interference by the customer or third parties in relation to the delivery item. The same applies insofar as the defect can be attributed to unsuitable equipment, replacement materials, defective construction work, unsuitable ground for building, chemical, electro-chemical, electrical or operational factors, provided that we are not responsible for the same.

我们不对第 4.1 条中所述的小幅偏离承担保证责任，不对根据客户提供的图纸、平面图或其他文件进行的施工中出现的缺陷承担保证责任，亦不对下述缺陷承担保证责任：因不遵守操作、安装和维护说明书，因在规定的使用限制范围外使用，因不当使用或存储，因不当或疏忽搬运、安装或试车，或因自然或常规磨损产生的缺陷，或可归咎于客户或第三方有关交付物的干扰行为的缺陷。如缺陷的产生可归咎于不由我方负责的不适当的设备、更换材料、有缺陷的施工工程、不适合的建筑场地、化学、电化学、电气或运行因素，则本规定均适用。

- 6.6 Where a delivered good is defective we can choose to carry out the subsequent performance either by removing the defect (subsequent improvement) or through delivery of a defect-free item (replacement delivery). This is without prejudice to our right, under certain statutory conditions, to refuse subsequent performance. The customer shall be entitled to decline subsequent performance if he cannot be reasonably expected to accept subsequent performance.

若交付的货物存在缺陷，我们可选择通过消除缺陷（后续改善）或通过交付无缺陷物项（更换交货）进行后续的履约。这不损害我们享有的在特定法定条件下拒绝后续履约的权利。客户如果合理预计无法接受后续履约，应有权拒绝后续履约。

- 6.7 We are entitled to make the subsequent performance owed conditional upon the payment of the price owed by the customer. The customer shall have a right of retention only to the extent that it is in due proportion to the respective defect and provided that the customer's claim is based on the same contractual relationship.

我们有权以客户支付了应付价款为条件进行相应的后续履约。客户仅在与相应的缺陷成适当比例的范围享有留置权，且客户的索赔应基于相同的合同关系。

- 6.8 The customer must give us the necessary time and opportunity to carry out the subsequent performance owed and must, in particular, surrender the rejected delivery item for the purposes of inspection. Where we deliver a replacement item the customer must return the defective delivery item to us in accordance with the statutory provisions. Subsequent performance covers neither the de-installation of the defective good nor its re-installation, unless we were originally obliged to carry out such installation.

客户必须给予我们必要的时间和机会进行相应的后续履约，尤其必须交出拒收的交付物供我们检查。若我们交付更换物项，客户必须根据法律规定将有缺陷的交付物退还给我们。后续履约不包括拆卸有缺陷的货物及其重新安装，除非我们原来就有义务进行所述安装操作。

- 6.9 Where there is actually a defect, we bear or reimburse the costs of inspection and subsequent performance, in particular the costs of transport, travel, labour and materials (but not the costs of de-installation or installation), with the exception of the costs incurred as a result of the fact that the goods have been transferred to a place different from the agreed place of performance after the passing of risk. This exception does not apply in case such transfer corresponds with the normal use of the goods and was known to us. However, we may claim reimbursement from the customer of the costs (especially inspection and transport costs) incurred if it turns out that the customer's claim for the removal of defects was unjustified.

若实际存在缺陷，我们承担或偿付检查和后续履约成本，尤其是运输、差旅、劳务和材料成本（但不包括拆卸或安装成本），但由于货物在风险转移后被转移到不同于约定的执行地点而产生的成本除外。该除外情形不适用于这种转移与货物的正常使用相一致，并且我们知道这种转移与使用的情形。但是，如果事实证明客户提出的消除缺陷的要求不合理，我们可向客户索赔成本（尤其是检查和运输成本）。

- 6.10 If subsequent performance is unsuccessful or a reasonable period for subsequent performance to be set by the customer expires without success or such period can be dispensed under the statutory provisions, the customer may withdraw from the contract or reduce the price. There is, however, no right to withdraw where the defect is insignificant. Any claims for damages for defective goods shall be subject to two useless attempts of subsequent performance.

如果后续履约失败，或客户设定的后续履约合理期限在履约失败的情况下到期，或该期限可根据法律规定予以豁免，则客户可解除合同或降低价格。但是，若非重大缺陷，则无权解除合同。只有在经过两次后续履约尝试而仍失败的情况下，才可就有缺陷的货物主张损害赔偿。

- 6.11 The customer's claims for damages or reimbursement of futile expenditure only exist to the extent as stipulated in Clause 7; beyond that, they are excluded.

客户仅可在第 7 条规定的范围内主张损害赔偿或徒劳开支赔偿；除此之外，不得提出索赔。

- 6.12 The customer may not make the warranty claims, mentioned in this Clause 6, for any delivery items, which, according to mutual agreement, we do not deliver as new goods or delivery goods as a part of our repairing services.

如果根据双方协议，我们并不需要交付新的货物或不需要将交付货物作为我们维修服务的一部分，那么客户无权就该等交付物提出本第 6 条所述的保证索赔。

7. Liability (claims for damages)

责任（损害赔偿申索）

- 7.1 Unless otherwise provided in these DPTC, our liability for damages in case of a breach of contractual or non-contractual obligations is governed by the applicable statutory provisions.

除在本条款中另有规定外，我们在违反合同或非合同义务的情况下承担的损害赔偿赔偿责任，受适用的法律条文管辖。

- 7.2 Our liability resulting from wilful misconduct or gross negligence by us, our legal representatives or our vicarious agents is unlimited.

我们因我们、我们的法律代表人或我们的代理人的故意不当行为或重大过失而承担的责任不受限制。

- 7.3 In case of simple negligence, under exclusion of our liability in all further regards, we are only liable:

在一般过失的情况下，在排除我们在所有其他方面承担的责任的前提下，我们仅对下述事项负有责任：

- (1) for damage arising from loss of life, personal injury or damage to health for which we, our legal representatives or our vicarious agents are responsible;

因归责于我们、我们的法律代表或我们的代理人导致的人员伤亡或健康损害造成的损害；

- (2) for damage resulting from any breach of a material contractual duty (an obligation which, if not performed, renders the proper implementation of the contract impossible and on the performance of which the contractual counterparty regularly relies and may rely, the so-called "material contractual obligation") by us, our legal representatives or our vicarious agents. However, in this case our liability is limited, in terms of its legal basis and extent, to damage that we could reasonably have predicted upon entry into the contract given the circumstances we were aware of at that time.

因归责于我们、我们的法律代表或我们的代理人违反重大合同义务（如未履行该义务，则会使合同无法正常履行，且合同另一方通常依赖于并可能依赖该义务的履行，即所谓的“重大合同义务”）。但是，在此情况下，我们的责任就其法律依据和范围而言，仅限于我们在签订合同时基于我们当时所了解的情况可以合理预见到的损害。

7.4 The limitations of liability mentioned above do not apply insofar as we maliciously conceal a defect or insofar as we have agreed to guarantee certain properties of the goods. Other indispensable statutory liability provisions, in particular according to the provisions of the applicable laws and regulations, remain unaffected.

如果我们恶意隐瞒缺陷，或如果我们同意保证货物的某些特性，则前文所述的责任限制不适用。其他不可或缺的法定责任条文，尤其根据适用法律法规的规定，不受影响。

7.5 We are liable in accordance with the above provisions in this Clause 7 for any breach of intellectual property rights in association with the sale or use of the delivery item if and to the extent such intellectual property rights – applicable within the People's Republic of China (exclusive of Taiwan, Hong Kong and Macau) and published at the time of our delivery – are breached by us through the contractual use of the delivery item. This does not apply where we manufactured the goods in accordance with drawings, models, samples or other descriptions or information from the customer and did not know or were not obliged to know that third parties' intellectual property rights would thereby be breached. The customer is obliged to inform us immediately of any potential or claimed breach of intellectual property rights of which it becomes aware and to indemnify us against all third-party claims associated with the documents it has supplied and all costs and expenditure reasonably incurred. Should third parties prohibit us, e.g., from manufacturing and delivering the goods manufactured according to the customer's documents within the meaning of Sentence 2 above with reference to intellectual property rights, then we are entitled, without being obliged to verify the legal situation, to suspend any further activity and claim damages in accordance with the statutory provisions.

根据本第7条的前述规定，我们应对任何在销售或使用交付物的过程中对知识产权的侵权负责，只要该等知识产权在我们交货时已在中华人民共和国（不包括台湾、香港和澳门）境内注册公布，且是因依据合同使用交付物而侵犯的。但这不适用于我们根据客户提供的图纸、模型、样品或其他说明书或信息生产的货物，并且不知道或无义务知道第三方的知识产权因此受到侵犯。客户有义务立即将其获悉的任何潜在的或声称的侵犯知识产权的情况告知我们，并有义务赔偿我们与其提供的文件有关的所有第三方索赔及合理产生的所有成本和开支。若第三方禁止我们（例如）生产和交付根据前文第2句所述的客户有关知识产权的文件生产的货物，那么我们有义务在核实法律状态的情况下中断任何后续活动，并根据法律规定主张损害赔偿。

7.6 The customer only has a right of recourse against us to the extent that it has not entered into any arrangements with its buyer that go beyond the claims for defects and liability provisions provided by statutory law. Unless otherwise agreed in writing, to the extent the customer has any potential right of recourse against us the provisions of Clauses 6 and 7 apply accordingly.

客户仅有权在其未与其买家达成任何超出法律条文规定的缺陷索赔和责任外的范围内向我们追偿。除另有书面约定外，在客户享有对我们的任何潜在追索权的范围内，第6和第7条的规定应适用。

7.7 The customer has no right to terminate the order or any concluded contract for convenience free of liability.

客户无权为了方便而在不承担责任的情况下终止订单或任何已签订的合同。

8. Force majeure 不可抗力

8.1 "Force majeure" means the occurrence of an event or circumstance that prevents a party ("affected party") from performing one or more of its contractual obligations under the relevant contract, including these DPTC, if and to the extent that the affected party proves that (i) such impediment to perform is beyond its reasonable control, and (ii) such impediment to perform was not reasonably foreseeable at the time of entering into the relevant contract, and (iii) the effects of such impediment to perform could not reasonably have been avoided or overcome by the affected party (e.g. natural disasters, war, terrorism, sabotage, epidemics, government measures, embargoes, sanctions). For the avoidance of doubt, the existence of an event of force majeure shall not be excluded merely because it directly affects one of our sub-suppliers.

“不可抗力”系指发生使一方（简称为“受影响方”）无法履行其根据相关合同（包括本条款）承担的一项或多项合同义务的事件或情形，但受影响方须证明：（i）该履约障碍是其无法合理控制的，及（ii）该履约障碍在签订相关合同时无法合理预见，及（iii）受影响方无法合理避免或克服该履约障碍的影响（例如，自然灾害、战争、恐怖主义、蓄意破坏、流行病、政府措施、禁运、制裁）。为避免疑问，受到直接影响的是我们的供应商不得作为排除不可抗力事件存在的理由。

8.2 To the extent and for the duration of force majeure, the affected party is released from its obligations and from any liability in connection with deliveries (e.g., due to delayed performance) from the time of the occurrence of the force majeure event, and the non-affected party shall be informed thereof. In this case, inter alia, we reserve the right to reduce quantities in the case of deliveries of goods if there is a loss of production due to force majeure or if we ourselves are not supplied at all or in time.

在不可抗力的范围内和持续期间内，受影响方从不可抗力事件发生之时起被免除其承担的义务和与交付物有关的任何责任（例如，因延迟履约），而未受影响方应被告知此情况。尤其，在此情况下，如果因不可抗力而发生生产损失，或如果我们自己未完全或及时获得供货，则我们保留减少交货数量的权利。

8.3 If the duration of the force majeure results in a party being deprived of what it had reasonably expected as performance under the contract in question, or if the effects of force majeure continue uninterrupted for more than 120 days, either party shall have the right to withdraw from the contract in question by giving written notice to the other party with the effect of the release from any performance obligations.

如果因不可抗力持续而导致一方无法得到其在履行相关合同时合理预期的绩效，或如果不可抗力的影响不中断地持续超过120天，则任何一方均应有权利通过向另一方发送书面通知，解除相关合同，从而免除任何履约义务。

8.4 For the avoidance of doubt, the provisions in this Clause 8 neither lead to any extension of the liability under Clause 7, in particular not to any form of strict liability, nor do they prevent the affected party from invoking other applicable legal instruments or defences in connection with default (e.g. impossibility, unreasonableness, frustration of contract).

为避免疑问，本第8条的规定并不导致第7条项下的责任扩大，尤其不会导致任何形式的严格责任，亦不妨碍受影响方针对不可履行情况（例如，合同不可能履行、不合理、无法达成合同目的）援引其他适用的法律文书或抗辩理由。

9. Prices and payment 价格和付款

9.1 Unless otherwise agreed in writing, our prices are quoted in RMB and FCA WAREHOUSE/FACTORY (Incoterms® 2020) from which the good is delivered, plus statutory VAT and packing costs. Our invoices are payable immediately without discount. No deduction may be made from the balance unless previously agreed in writing. Payment shall be completed by means of bank transfer or telegraphic transfer. We are not obliged to accept cheques or other promises of payment. We do not accept payment by bill of exchange or acceptance bill.

除另有书面约定外，我们的价格以人民币为单位报出，且为 FCA WAREHOUSE/FACTORY（Incoterms® 2020）（在发出货物的仓库/工厂交至承运人）价格，加上法定的增值税和包装成本。我们的发票应立即支付，不作折减。不得在余额中作任何扣减，除非事先以书面形式约定。付款应以转账或电汇方式完成。我们无义务接受支票或其他付款承诺。我们不接受通过汇票或承兑汇票付款。

9.2 We are entitled to make appropriate price adjustments as a result of any not insignificant changes to the cost of raw materials, labour, energy and other items not anticipated by us and beyond our control. The customer will be given prior written notice of the relevant adjustment. At the same time, the customer will be expressly advised

that unless an objection is received in writing within a term of two weeks from the notification of the adjustment, the relevant adjustment will be incorporated into the existing contract between the parties. If the customer objects, each party is entitled to terminate the contract in writing upon giving ten business days' notice. As far as such a price adjustment relates to an increase in the price for deliveries, this is not possible within four months after the conclusion of the contract.

如果原材料、劳务、能源和其他物项的成本发生我们未预见的且无法控制的变动，而且该等变动并非可忽略不计，则我们有权对价格作适当调整。我们将事先给予客户相关调整的书面通知。同时，客户将被明确告知：除非我们在调整通知发出后两周的期限内收到书面异议，否则相关调整将构成双方之间的现有合同的内容。如果客户拒绝价格调整，各方有权在提前十个工作日发出通知的情况下，以书面形式终止合同。合同签订后四个月内不能进行涉及交付物价格的提高的价格调整。

9.3 In case of partial deliveries each delivery may be separately invoiced. Where no prices have been agreed upon the entry into the contract, the applicable prices are those applicable on the day of the conclusion of the contract (see Clause 2.1).

在部分交货的情况下，可分别对每次交货开具发票。若在合同签订时未约定价格，则价格以在合同签订之日适用的价格为准（参见第2.1条）。

9.4 Payment is deemed received on the date on which the amount becomes available to us or is credited to our bank account. If the customer is in default, we may charge interest at the statutory interest rate (in the case of claims for remuneration, 9% per annum over the relevant base interest rate). This does not prejudice the right to bring further claims for damages or other contractual rights.

在我们可以获得该款项或将其记入我们的银行账户之日，即视为收到付款。如果客户违约，我们可按法定利率收取利息（如果是报酬索赔，则按相关基准利率每年9%收取）。这不影响进一步提起损害赔偿索赔的权利或其他合同权利。

9.5 We do not pay interest on advance payments or payments on account.

我们不对预付款或分期付款支付利息。

10. Assignment and right of retention; set-off 转让和扣留权；抵销

10.1 The customer is entitled to assign its claims arising from the contractual relationship with us only with our prior written consent.

只有经我们事先书面同意，客户才有权转让其因与我们的合同关系而享有的债权。

10.2 The retention of payments or set offs (including invoice reductions) due to any counterclaims by the customer is not permitted unless these counterclaims are not disputed by us or determined by a non-appealable court judgement; Clause 6.7 remains unaffected.

客户不得因提起的任何反索赔或扣留款项或抵销货款（包括发票扣减额），除非我们对该等反索赔无争议，或该等反索赔是不可上诉法院判决已确定的；第6.7条不受影响。

11. Retention of title 所有权的保留

11.1 Until settlement in full of all our current and future claims arising from the contract for the deliveries and ongoing commercial relations (secured claims), we reserve title to the goods sold to the customer (reserved goods). Should the retention of title need to be entered in a public register or the effectiveness of the retention of title otherwise requires the customer's cooperation, the customer is obliged to undertake the necessary acts of cooperation at its own expense.

在我们当前和未来因交付物相关合同和持续商业关系产生的所有债权（有担保的债权）得到完全解决之前，我们保留售卖给客户的货物的所有权（保留货物）。若所有权保留需要登记入公共登记册中，或为使所有权保留生效，另外需要客户配合，则客户有义务进行必要的配合，由此产生的费用由其自己承担。

11.2 The customer shall treat the reserved goods with the care of a prudent businessman and is obliged to insure them adequately against fire, burglary and other usual risks at its own expense. If maintenance and inspection work has to be carried out, the customer shall carry this out in due time at its own expense. The reserved goods may neither be pledged nor transferred by way of security to third parties prior to the settlement of the secured claims in full. The customer must immediately notify us in writing if and to the extent that third parties obtain access to the reserved goods (e.g. by way of distraints).

客户应以商业谨慎的态度对待保留货物，并有义务自费针对火灾、盗窃和其他常见风险，为保留货物充分投保。如果必须进行维护和检查工作，客户应自费及时进行。在有担保的债权得到完全解决之前，不得质押保留货物，亦不得以担保的方式将保留货物转让给第三方。如果第三方获得接触保留货物的机会（例如，通过扣押），客户必须立即以书面形式通知我们。

11.3 In case the customer acts in breach of contract, in particular in case of non-payment of the due purchase price, we are entitled, under the statutory provisions, to withdraw from the contract and/or demand the return of the reserved goods on the basis of retained title. The claim for return is not automatically considered to be also a notice of withdrawal from the contract; rather, we are entitled just to demand the return of the goods and to reserve the right of withdrawal. Where the customer does not pay the due purchase price, we may only enforce these rights if we have previously set the customer a reasonable payment deadline or the setting of such a deadline is not required under the statutory provisions.

如果客户违反合同，尤其是不支付应付的购买价款，我们有权根据法律条文解除合同，和/或基于保留的所有权，要求退还保留货物。退还要求并不自动视作合同解除通知；相反，我们有权仅要求退还货物，而保留解除合同的权利。若客户未支付应付的购买价款，我们仅可强制行使该等权利，如果我们已事先为客户设定了合理的付款期限，或法律条文并不要求设定该期限。

11.4 Until revocation (see Clause 11.4.3 below), the customer is entitled to dispose of and/or process or combine the reserved goods in the context of its normal commercial operations. In this case the following provisions also apply:

在撤销（参见下文第11.4.3条）之前，客户有权在其正常商业运作过程中，处置和/或加工或组合保留货物。在此情况下，以下条款应适用：

(1) The reservation of title also extends to the full value of the products arising as a result of the processing, mixing or combining of the reserved goods, whereby we are treated as the manufacturer. Where the reserved goods are processed, mixed or combined with goods belonging to third parties and the latter's title right continues to exist, we acquire joint ownership and title pro rata to the invoice values of the goods that have been processed, mixed or combined. Beyond that, the same shall apply to the resulting product as for the reserved goods.

所有权保留的适用范围亦扩及因保留货物的加工、混合或组合而产生的产品的完全价值，在此情况下，我们被视作生产者。若保留货物被与属第三方所有的货物一同加工、相混合或相组合，并且后者的所有权继续存在，则我们根据已被加工、混合或组合的货物的发票价值，按比例取得共同所有权。除此之外，适用于保留货物的规定应同样适用于最终产品。

(2) For security purposes the customer hereby assigns us the claims against third parties arising from the further sale of the reserved goods or of the product it was processed with in the amount of any share in the joint property under the Clause 11.4.1. We accept such assignment. The customer's obligations described in Clause 11.2 continue to apply in view of the assigned claims.

为了安全起见，客户谨此按第11.4.1条项下所述的共同财产的任何份额的金额，将因进一步售卖保留货物或与其一同加工的产品而产生的针对第三方的债权转让给我们。我们接受此转让。考虑到转让的债权，第11.2条中所述的客户的义务继续适用。

(3) In addition to us, the customer also remains authorised to collect the receivables. We undertake not to revoke the authorisation of the customer to further dispose of the reserved goods and to collect receivables as long as the customer (i) is neither in whole nor in part in default with the performance of its secured payment obligations, (ii) does not experience cash flow problems due to a material deterioration in its

financial situation and (iii) properly performs the contractual obligations it otherwise owes to us. In the event of revocation, the customer is obliged to disclose the debtors of the assigned receivables, to provide all necessary documents for this purpose as well as to notify the debtors of the assignment upon our first written demand.

除我们外，客户也始终获授权收取应收款项。我们承诺不撤销让客户进一步处置保留货物和收取应收款项的授权，只要客户（i）没有完全或部分不履行其有担保的付款义务，（ii）未因其财务状况严重恶化而遭遇现金流问题，及（iii）适当履行其另行向我们负有的合同义务。在做出撤销的情况下，客户有义务披露转让的应收款项的债务人，出于此目的提供全部必要文件，及在我们首次提出书面要求后，将转让情况通知债务人。

11.5 Where the realisable value of the existing securities exceeds our claims against the customer by more than 10%, we will release securities of our choice upon the customer's request.

若现有担保的可变现价值超出我们针对客户享有的债权 10% 以上，我们应在客户提出请求时解除我们选择的担保。

12. Limitation periods

时效期限

12.1 The general limitation period for claims in relation to material defects and defects of title according to Clause 6 is eighteen (18) months from delivery, or twelve (12) months after acceptance by customer, expiration of which is earlier.

根据第 6 条就材料缺陷和所有权缺陷提起的索赔的一般期限为交货后十八（18）个月，或者如果客户对货物完成验收之日起十二（12）个月，以先到者为准。

12.2 The above limitation periods under the law relating to the sale of goods also apply to contractual and non-contractual claims for damages asserted by the customer based on a defect in the goods, unless the application of the normal statutory limitation period would lead to a shorter limitation period. This is in any case without prejudice to the limitation periods under the PRC Civil Code. Other damages claims of the customer under Clause 7 of these DPTC are exclusively governed by the statutory limitation periods.

法律规定的与货物的售卖有关的上述时效期限，亦适用于客户基于货物缺陷提出的合同和非合同损害赔偿索案，除非适用正常的法定时效期限会导致更短的时效期限。这在任何情况下均不影响中国《民法典》规定的时效期限。客户根据本条款第 7 条提起的其他损害赔偿索案，排他地适用法定时效期限。

13. Industrial property rights of third parties

第三方的工业产权

13.1 If we are commissioned on the basis of drawings and plans provided by the customer, the customer is liable for the non-existence of colliding industrial property rights, copyrights or other third-party rights, that no third-party intellectual property is infringed and that no statutory or official prohibitions are breached, unless the customer can prove not to be responsible for this.

如果我们是基于客户提供的图纸和平面图基础上接受委托的，客户应负责确保不存在相冲突的工业产权、著作权或其他第三方权利，确保未侵犯任何第三方知识产权，及确保未违反任何法定或官方禁令，除非客户能够证明其对此不负有责任。

13.2 To the extent of its liability under Clause 13.1, the customer is obliged to indemnify us against all claims brought against us by third parties as a result of or in connection with the deliveries.

根据第 13.1 条承担的责任的范围内，客户有义务使我们免受第三方就交付物与交付物相关的向我们提起的全部索案。

This indemnity obligation covers all necessary expenditure incurred by us due to or in connection with any claim asserted by a third party.

该赔偿义务涵盖我们由于第三方提起的任何索案产生的或与之有关的所有必要开支。

14. Confidentiality

保密

14.1 "Confidential information" includes – regardless of the form (written, verbal, electronic, etc.) – any information, formulations, drawings, models, tools, technical records, procedural methods, presentations, software or other technical or commercial know-how or deliverables made available by us or output thereby obtained, insofar as they are marked as confidential or their confidential nature results from the circumstances of the disclosure or the nature of the information. However, information shall not be deemed to be confidential information in this sense if (i) the customer has developed it itself and independently of the receipt of confidential information from us, (ii) it was public knowledge at the time of its disclosure or becomes public knowledge later without any breach of confidentiality by the customer, (iii) it was already known to the customer or becomes known later without any breach of law recognisable to the customer, (iv) there is an administrative or judicial order or other obligation of disclosure or a legally mandatory right of disclosure for it. The customer is obliged to inform us immediately and under enclosure of the necessary evidence if he wishes to invoke one of the above exceptions against us.

“保密信息”包括——不论为何形式（书面、口头、电子等形式）——我们提供的任何信息、公式、图纸、模型、工具、技术记录、程序方法、演示件、软件或其他技术或商业知识或可交付物或因此取得的成果，只要它们被标记为保密信息，或它们因披露情形或信息的性质而具有保密性质。但是，从这个意义上而言，描述如下的信息不应被视为保密信息：（i）客户自己开发的，且开发时未用到从我们处获得的保密信息，（ii）该信息在披露时已被公众所周知，或在客户未违反保密义务的情况下在此后变得众所周知，（iii）客户已知悉该信息，或在未违反保密义务的情况下在此后知悉该信息，（iv）行政或司法命令或其他披露义务或具有法律强制性的披露权利要求披露该信息。如果客户希望对我们援引上述例外情况之一，客户有义务立即告知我们，并附上必要的证据。

14.2 The customer is obliged to keep all confidential information secret, also after the termination of the business relationship and such information must not be used in the customer's business for purposes which go beyond the specific contractual purpose of the contract entered into with us. Confidential information may only be made directly or indirectly accessible to such persons who must, in the context of the business relationship, have knowledge of the confidential information and are bound by an obligation of secrecy under the requirements of this Clause 14 to the extent permitted by law. Beyond the purpose of the contract, confidential information (in particular cost estimates, drafts, construction drawings, progress reports, process descriptions and analyses of materials made available) must not be amended, duplicated or published without our approval and must not be used to register own property rights (e.g., patents or designs) or those of third parties.

客户有义务对全部保密信息保密，在商业关系终止后也负有此义务，并且不得在客户的业务中将该等信息用于与我们签订的合同规定的具体用途外的用途。保密信息仅可在法律准许的范围内，根据本第 14 条的要求，仅供在商业关系的背景下必须知悉保密信息的人士直接或间接取用，而且该等人士须受保密义务约束。在合同规定的用途外，未经我们批准，不得修订、复制或公布保密信息（尤其是所提供的成本估算、草案、施工图纸、进度报告、工艺说明及材料分析），同时不得将保密信息用于登记自有产权（例如，专利或设计）或第三方的产权。

14.3 Furthermore, product samples, prototypes, etc. provided by us must not be analysed, decompiled, modified or disassembled with regard to their composition ("reverse engineering"), either by the customer itself or by third parties, unless this is technically absolutely necessary for the realisation of the project.

此外，对于我们提供的产品样品、原型等，客户自己和第三方均不得进行分析、反编译、修改或拆卸以了解它们的组成（简称为“逆向工程”），除非这对项目的实现而言是在技术上绝对必要的。

14.4 We reserve all rights to the confidential information disclosed by us, in particular property rights and copyrights; any kind of licence thereto requires a separate agreement. All documents submitted by us in connection with offers must be returned at our request at any time and in any case if the order is not placed with us. The customer

shall not be entitled to a right of retention with regard to confidential information or corresponding documents or materials.

我们保留我们披露的保密信息的全部权利，尤其是所有权和知识产权；如欲就该等权利授予任何类型的许可，需要另行签订协议。如未向我们下订单，我们提交的与要约邀请有关的所有文件，在任何情况下都必须随时在我们提出要求时退还给我们。对于保密信息或相应的文件或材料，客户无权保留。

14.5 The contractually agreed protection of confidential information pursuant to this Clause 14 is independent of and in addition to the applicable statutory provisions on the protection of certain information.

依据本第 14 条的规定对保密信息提供合同约定的保护，独立于与特定信息的保护有关的适用法律条文，且是对该等法律条文的补充。

15. Compliance, export controls

合规、出口管制

15.1 With regard to the existing business relationship with us, the customer undertakes to comply with all laws applicable to it as well as the specifications in compliance codes or other codes notified to it by us in accordance with the German Supply Chain Act. This includes, in particular, not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organisations or any other criminal or anti-constitutional organisations and to establish appropriate organisational measures to implement applicable embargoes, the European regulations against terroristic and criminal acts and the respective requirements under PRC laws applicable to the business relationship, in particular by implementing adequate software systems. Once the goods leave our relevant premises, the customer is solely responsible to ensure compliance with the provisions cited above and will indemnify us against claims and costs (including reasonable legal and consultancy fees or court fees or fines resulting from the said legal breaches) based on a legal breach in this respect on the part of the customer, its affiliated company or employees, representatives and/or vicarious agents, unless the customer is not responsible for it.

就与我们的现有商业关系而言，客户承诺遵守适用于其的全部法律，以及我们根据德国《供应链法案》通知其的合规准则和其他准则中所载的规范。尤其包括不直接或间接与任何恐怖分子或恐怖组织或任何其他犯罪组织或违宪组织往来或合作，及确立适当的组织措施实施适用的禁运、欧洲反对恐怖主义行为和犯罪行为的法规、及中国法律中适用于该商业关系的相应要求，尤其通过运行适当的软件系统。一旦货物离开我们的相关场所，客户就要全权负责确保遵守前述引用的条文，并应就因客户、其关联公司或雇员、代表和/或代理人在这方面违反法律而产生的索案和成本（包括因该等违法行为而产生的合理法律和咨询费用或诉讼费或罚款），向我们提供赔偿，除非客户对此不负有责任。

15.2 We refer to the fact that the validity of our offer or the customer's order is subject to the issuance of an export permit by the authorities. An agreed delivery date is also subject to the availability of an export permit. Therefore, when placing the order the customer should take into account that this could lead to postponements of delivery dates that are beyond our control. In case of any subsequent export the customer is solely responsible to comply with the relevant export control provisions, e.g., the verification of the recipient or end user. For the export to embargo countries, the foreign trade law requirements must be observed, in particular with any applicable export control regulations under German, EU and PRC law.

我们提述以下事实：我们的要约邀请或客户的订单的有效性以有关当局签发出出口许可证为前提。约定的交货日期亦以获得出口许可证为前提条件。因此，在下订单时，客户应考虑到这可能导致交货日期推迟，而这种推迟是我们无法控制的。如在随后有进行任何出口，客户全权负责遵守相关出口管制规定，例如，核查接收人或最终用户。如出口至禁运国家，则必须遵守外贸法律要求，尤其是遵守德国、欧盟和中国法律项下的任何适用出口管制规定。

16. Language, Place of performance, jurisdiction and applicable law

语言、履约地点、司法管辖权及适用法律

16.1 This DPTC is made and agreed in both English and Chinese with equal validity. Should there be any discrepancy or inconsistency between the two versions, the English version shall prevail.

本条款以中英文书就并由双方同意，若两种文本之间存在任何歧义或不一致，以英文版本为准。

16.2 The place of performance for all rights and obligations arising from the contractual relations, in particular from our deliveries, is the relevant site from which delivery is made. The People's Court of the address of us has jurisdiction over all disputes concerning rights and obligations arising from or in connection with the contractual relations. We are, however, also entitled to sue the customer at any other general or particular legal venue in accordance with the applicable law.

因合同关系（尤其是我们的交付物）产生的全部权利和义务的履约地点，是进行交付相关地点。我们所在地的人民法院对涉及因合同关系产生的或与合同关系有关的权利和义务的全部争议享有管辖权。但是，我们亦有权依我们的酌情决定，根据适用法律的规定，在任何其他普通或特殊法律审判地对客户提起诉讼。

16.3 The law of the People's Republic of China shall apply exclusively to these DPTC and to the entire legal relations between ourselves and the customer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and other bilateral or multilateral treaties for the purpose of unifying international sales is excluded.

中华人民共和国法律应排他地适用于本条款，及我们与客户之间的全部法律关系。排除适用《联合国国际货物销售合同公约》和旨在统一国际销售的其他双边或多边条约。

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Shanghai Burgmann Co., Ltd.

上海博格曼有限公司

a member of **EKK** and **FREUDENBERG**