

Service | General terms & conditions

销售和服务 | 总则

General terms & conditions

总则

I. General points

I. 概述

1. All deliveries and services are subject to these conditions as well as to any special contractual agreements. The acceptance of an order placed by the ordering party does not imply that purchasing terms and conditions on the part of the ordering party at variance with these conditions become contractually binding.

1.所有的交货和服务都以本条款和所签定的契约性的协议为依据。接受买方的定单，并不意味着买方的提出的购买条款已成为绑定的协议可以与本条款有分歧。

In the absence of any special agreement to the contrary, contracts come into force when we confirm acceptance of the order, in writing.

如果没有其它相悖的协议，从我方书面确认接受定单后，合同才能开始生效。

2. We reserve ownership and copyright rights in respect of samples, cost estimates, drawings and information in both tangible and intangible form (including electronically stored information). Such information must not be made available to third parties. We undertake to provide third parties access to information and documents described as "confidential" by the ordering party only with the agreement of the ordering party.

2.对于有关样品、估价、图纸以及其他有形的和无形的信息（包括电子储存信息），我们保留所有权和版权。这些信息绝对不适用于第三方。只有与买方签定有协议的情况下，我方才同意授权买方向第三方提供这些信息和标有“机密的”文件。

II. Prices

II. 价格条款

1. The prices applicable on date of delivery will be the prices charged.

1. 交货日有效的价格才能成为付款价格。

2. The prices are net, ex works, and include statutory VAT only if the same is separately shown.

2. 应单独说明价格是否是净价、出厂价、还是包含法定的增值税。

3. Incidental expenses such as packaging costs, transport and insurance costs, are not included in the prices.

3. 其他附带费用，如包装费、运输费和保险费不包含在价格内。

III. Payment terms

III. 付款条款

1. If not expressly otherwise agreed, our invoices are to be paid in full, in the currency stated therein and within 30 days of invoice date.

1. 如果我方没有同意其它特别说明, 应在 30 天内以发票规定的货币全额支付我方的发票。

2. In event of the payment deadline not being met, default status will be automatic, without reminder. In such cases we are entitled to demand statutory interest on arrears. If we should find ourselves in a position to prove that the payment default has occasioned us even greater loss, then we are entitled to assert a claim for such. However, the ordering party is entitled to prove that the payment default has occasioned us no loss, or considerably less loss. We are also entitled to demand interest on the invoiced amounts at the level mentioned above if payments are deferred.

2. 如果在最终期限前没有付款, 则买方自动处于欠款状况, 不需要另行通知。在这种情况下, 我方有权利要求对未付的款项收取法定的利息。如果我方自己能够证明未付款项引起我们巨大损失, 则我方有权利对此要求赔偿。但是, 买方有权利证明未付款项没有我方的损失, 或者可观的较少损失。如果发生上述延期付款的情况, 我方同时有索取发票金额的利息的权利。

3. We reserve the right to refuse to accept bills of exchange and cheques. If such are accepted, then this will only be on account of payment. Bills of exchange must always be surrendered immediately upon receipt of invoice. The ordering party is to bear the costs of discounting and collecting. We provide no guarantee concerning timely presentation and protestation. No cash account is granted if payment is made in the form of bills of exchange.

3. 我方保留拒绝接受汇票和支票的权利。如果接受这类票据, 则这只能作为应收帐款, 且买方一收到发票, 就应该立即交出汇票, 买方应承担折扣和付款费用。我方不承担如果票据失效和被拒付造成的责任。如果以汇票形式付款, 不提供现金帐户。

4. Payment is only deemed to have been made once we are finally availed of power of disposal in respect of the money concerned

4. 只有我方对所涉及的付款拥有最终支配权后, 才能视作付款已经完成。

5. If the ordering party should be more than 14 days in arrears with payment then all our claims in respect of all contracts currently in existence with the ordering party will become immediately due for payment. Deferrals and other payment delays – also when bills are accepted – end. We are entitled to demand advance payment or the provision of security in respect of goods not yet delivered. Goods which we have already delivered but which are still our property are to be immediately surrendered at our request.

5. 如果买方欠款超过 14 天, 则我方有权要求所有现行合同的所有赔偿, 并立即终止其他关于延期付款, 即使对已经接受了票据, 也立即终止。我方有权要求预付款, 或要求买方提供担保品。对于已经交付的货物仍属于我方财产的, 在我方要求下, 应立即交还。

IV. Delivery period, late delivery

IV. 交货期, 延期交货

1. The delivery period is stated in the agreements between the parties to the contract. We will adhere to this provided that all commercial and technical matters have been agreed by the parties to the contract and provided that the ordering party has met all his obligations, such as furnishing the required official certificates or authorisations, or if a down-payment has been made. If not, then the delivery period will be appropriately extended. This does not apply if we are answerable for the delay. .

1. 交货期是双方商定的合同条款中规定的交货期。只有双方在合同中商定了所有的商务事宜和技术事宜, 并且只有买方已履行所有义务, 例如, 买方已提供所要求的官方证书或授权书; 或者如已付定金, 我方才遵守这一交货期。否则, 交货期将被适当延长。本条不适用于我方承担责任的延误。

2. Adherence to the delivery period will be subject to that we ourselves be supplied correctly, and on time. We will inform of any likely delays as quickly as possible

2. 只有我方的供应商按时并准确地供应零部件, 我方才能遵守该交货期。如有可能延期, 我方将尽快通知买方。

3. The delivery period will be deemed adhered to when the article of sale has left our factory before the delivery period has expired or if

we have provided notification that the article of sale is ready for dispatch. If final acceptance is to take place, then the date of final acceptance is what counts (except in cases where final acceptance is refused for justifiable reasons), or, alternatively, the date of notification or preparedness for final acceptance.

3. 只要在交货期内货物离厂或者我方已经正式通知买方货物已经处于可交付状态,就视作我方已经遵守交货期.如果要进行验收,就以验收日为准。(有合理理由拒绝最后验收的情况除外.)或者,可选择验收通知日为准。

4. If dispatch or final acceptance of the article of sale concerned is delayed for reasons for which the ordering party is answerable, then this party will be charged the costs resulting from the delay, starting one month from the time of notification that the article of sale is ready for dispatch / ready for final acceptance.

4. 如果由于买方的原因而造成所购货物的发运延期或验收延期,则自通知日一个月起算,买方将承担由于延期引起的费用。

5. If the delivery period cannot be adhered to for reasons of force majeure, industrial dispute or other event outside our control, then the delivery period will be appropriately extended. We will inform the ordering party, as soon as possible, of the start or end of any such.

5. 如果由于不可抗外力,产业纠纷或者在我方控制力之外的事件而导致不能遵守交货期,则交货期应适当延长。任何类似的事件我方会尽快通知买方。

6. The ordering party can withdraw from the contract without notice if it becomes entirely impossible for us to fulfil our entire obligations prior to transference of risk. In addition, the ordering party can withdraw from the contract if, when an order is placed, it becomes impossible to deliver part of the order and if the ordering party has a justifiable interest in declining a partial delivery. If this is not the case then the ordering party must pay the contract price pertaining to the partial delivery. The same applies if we are unable to comply. Section VIII.2 otherwise applies. If it becomes impossible to fulfil the contract or if there is any inability to comply during the default in acceptance period, or if the ordering party is solely or mainly responsible for these circumstances, he is still obliged to pay.

6. 如果我方已完全不可能在风险转移之前履行完全部的义务,则买方有权不先通知就撤消合同。另外,对于已下的定单,我方如果只是不可能交付定单里的部分产品,而买方有正当的理由拒绝分批交付,则买方可以撤消合同。否则买方必须以合同价格交付分批交付货物的金额。同样适用在我方不能遵守的情况下。其他适用于 VIII.2 部分。如果在可接受的欠款期内,买方是唯一的或者主要的使无法履行合同或者履行合同的或者无法适用于合同的(主因),则买方必须付款。

7. If we should be in default, the ordering party is entitled to compensation 0.5 % for every complete week of default (but to no more than 5 %) of the price of the part of the delivery not able to be used on time or as per contract as a consequence of the delay – as long as he provides a convincing case that he has accrued losses of at least this amount. If we should be in default and the ordering party extends us (giving consideration to the exceptions for which the law provides) a suitable deadline and we fail to meet it, then the ordering party is entitled to withdraw from the contract, in accordance with the statutory regulations. Other claims resulting from default in delivery are exclusively governed by what is set out in Section VIII.2 of these conditions.

7. 如果是我方违约,则买方有权要求赔偿,赔偿金额按照所不能被准时交付的部分(货物)金额的每整周 0.5%的比例要求赔偿(最多不超过 5%),或者按每份合同由于延期而造成的损失—如果买方有可以信服的证据证明所造成的最小的损失金额。

如果是我方未履行应尽的义务,而买方给予我方适当的延期,而我方仍无法履行(法定的除外),则买方有权利依据相关法定条款撤消合同。其他由违约交付引起的索赔以 VIII.2 所规定的条款为唯一依据。

V. Transference of risk, acceptance

V. 风险转移, 验收

1. The risk passes to the ordering party when the article of sale has left the factory, even when partial deliveries are made or when we have accepted other obligations such as transport costs or delivery and installation services. If final acceptance is to take place, then the date of

this is the date when risk is to be transferred. This final acceptance must be carried out immediately on final acceptance date, or, alternatively, once we have issued notification concerning preparedness for final acceptance. The ordering party is not entitled to decline final acceptance in the absence of any major defects.

1. 货物离厂后风险就开始转移给买方，就算已经做分批交付或者我方已经接受其他的义务比如运输成本或者送货和安装服务。如果要进行最后验收,则风险转移日也就是最后的验收日，或者如果有验收通知,则以通知日为风险转移日。买方无权在缺乏任何重大缺陷前提下,拒绝最后验收.

2. If there is any delay in dispatch / acceptance or in the absence of any dispatch / acceptance for reasons for which we are not answerable, then the risk transfers to the ordering party on the day of issue of notification that the article of sale is ready for delivery / final acceptance. We undertake to insure the article of sale at the cost of the ordering party, if requested.

2. 如果有发货/验收上的延迟或者非我方责任造成的未发货/未验收，则验收通知日为风险转移日。如果买方要求我方还可以代为投保。

3. Partial deliveries are permissible if the ordering party accepts this as reasonable.

3. 如果买方接受分批交付,则允许分批交货.

VI. Reservation of title

VI.产权预留

1. We retain ownership of goods supplied by us until we are in receipt of full payment of all claims resulting from the business relationship with the ordering party, including all incidental claims and up until all cheques and bills of exchange are cashed.

1. 直到我方收到所要求的有业务联系的买方款项全部到达我方帐户前，我方保留所供货物的所有权.包括直到所有支票和汇票变现和所要求的其他附加款项到帐。

2. Any processing or modification of our goods on the part of the ordering party will always be carried out on our behalf. If the object of sale is combined with other articles which are not our property, then we receive joint ownership of the resulting product at the ratio of the value of our goods to the value of the other materials. In addition, the same applies to the product resulting from any processing process as applies to the originally product supplied subject to reservation of title.

2. 任何基于买方已经购买的我的产品上的加工和修改都应以其方的名义进行。如果所售的物品装配了其他的不属于我方的其他的材料，那么，我方对最终产品具有共同拥有权的价值比例按照我方的产品价值与其他材料价值的比例划分。另外，对于加工过程中的半成品也同样适用.

3. If the object of sale is inseparably mixed or combined with other articles not belonging to us then we receive joint ownership of the resulting product at the ratio of the value of our article to that of the other articles with which it is mixed or combined at the time they are mixed or combined. If this mixing or combining is carried out in such a manner that the ordering party's article is to be regarded as the main element, then it is deemed agreed that the ordering party grants us rights of ownership on a percentage basis. The item in sole / joint ownership thus resulting is to be kept in safe custody by the ordering party.

3. 如果所售的物品和其他不属于我方的物品混合装配在一起，是不可分离的,那么被混合或装配组合之时起,我方具有共同拥有权,价值比例按照我方产品的价值与其他材料的价值比例划分。这种装配和组装是以买方提供主要部件的形式，则被认为是买方分配给我方一定百分比的权利。单独的或者联合组装的物品由买方进行安全保管。

4. The ordering party assigns to us all claims resulting from the sale of goods in which we have rights of ownership, including all secondary rights – if applicable, to the value of our joint ownership share of the goods sold.

4. 买方分配给我方的所要求款项要是对于我方对于销售的商品有所有权，包括所有的次要权利——如果所售商品有部分所有权的也适用

5. If the ordering party is in a position to fulfil his obligations towards us, he is entitled to rights of disposal over the property to which we

reserve title and over our claims in the ordinary course of business. Extraordinary types of disposal, such as levies of execution and transference of property by way of security, plus all types of assignment, are not permitted. The ordering party is to immediately inform us of any seizure on the part of third parties in respect of our goods and claims, especially of any levies of execution.

5. 如果买方处于要履行他的义务的情况，在正常的业务进程中，则买方有权利支配我方预留产权财产，也有权支配我方要求的索赔。但是不允许进行非正常处理，如抵押、担保和转让。如果有第三方对我方货物的质押和索赔，尤其是任何情况下的法院扣押，买方应立即通知我方。

6. We are entitled to insure the goods we supply under reservation of title, at the cost of the ordering party, against theft, fire, water and other types of damage if the ordering party fails to prove he has taken out appropriate insurance.

6. 我方有权要求对于为预留产权的货物，提供防盗，防水，或者防止在如果买方没有做适当的保险的情况下其他类型的损坏保险，费用由买方承担。

7. In event of the ordering party being in breach of contract, especially in event of payment default, we are entitled to take back the goods supplied. Any assertion of our reservation of title plus levy of execution in respect of the article of sale on our part does not constitute withdrawal from the contract. At our request the ordering party is to immediately send us a list of the claims assigned to us in line with 4, above.

7. 在买方违反合同的情况下，尤其是在付款的拖欠的情况下，我方有权拿回我方所供的货物。任何的对于我方预留货物的声称的执行，都不构成违约。在我方的要求的情况下买方应立即回签一份根据上述第 4 条分配给我方的清单明细。

8. We undertake to release any securities due to us at the request of the ordering party, whilst reserving the right of choice, if the value of any such securities exceeds by more than 20 % the claims to be secured.

8. 我方也会应买方的要求放弃应归我方的保证金，如果担保物的价值超过索赔额的 20%，同时我方保留选择权。

VII. Claim arising from a defect

VII. 缺陷引起的索赔

We provide the following guarantee in respect of quality defects and legal imperfections in title pertaining to the goods delivered, with the exclusion of other claims – subject to Section VIII:

Quality defects

对于所交付货物的由质量缺陷和合法的产权不完整性做如下承诺，其他的除外情况的索赔---服从 VIII 部分。

质量缺陷

1. All parts found defective due to any circumstances occurring prior to the transference of risk are to be improved or replaced with perfect parts, at our discretion, free of charge. The discovery of any such defects is to be reported to us in writing, without delay. Any replaced parts become our property.

1. 如果在风险转移之前某部件由于各种影响因素发生的质量缺陷，则以我方的判断，会免费的改善或者用完好件替换该部件。如发现类似的缺陷应及时地不延误地以书面的形式报告我方。任何被替换下的部件也是属于我方的财产。

2. The ordering party must provide us with the required time and opportunity to carry out any improvement work or fresh deliveries.

Otherwise we are released from liability for any arising consequences. Only in urgent cases, i.e. where operational safety is in jeopardy, or where inordinately large losses are to be avoided (of which we are to be immediately notified) does the ordering party have the right to remedy the defect himself or to have it remedied by others, and thereafter to demand reimbursement of the incurred expenditure from us.

2. 买方应该提供给我方开展改善或者新的运送所需的时间和机会。否则我方对于接下来所发生的后果不予承担责任。只在很紧急的情况下，比如，在危险情况下的安全操作或者为避免非常规的巨大的损失（对于应尽快通知我方），买方有权自己或者让其他的人（或者机构）修补它，随后所需的费用由我方承担。

3. As regards the direct costs associated with the improvement work or replacement, as long as the complaint turns out to be justifiable we will bear the costs of the replacement part, including the costs of delivery. We will also bear the costs of removal and fitting as well as the costs of providing the required fitters and assistants, including travelling expenses, as long as these are not disproportionate.

3. 只要抱怨是合理的,如被认定的用以改善的和替换的直接成本由我方承担, 包括运费。我方同时也承担重新的拆卸费用和装配的费用, 也同时提供所需的配件和支持, 包括旅行费用只要金额不是不成比例。

4. In event of a quality defect, the statutory regulations provide the ordering party with a right to withdraw from the contract (giving consideration to the exceptions for which the law provides) if we fail to meet a reasonable deadline, set by the ordering party, for carrying out the improvement work or for delivering the replacements. If the defect is merely minor, the ordering party only has a right to a reduction of the purchase price. Any right to a reduction of the contract price is otherwise excluded. Other claims are governed by what is set out in Section VIII.2 of these conditions.

4. 万一有质量缺陷, 如果我方无法在买方所设定的最终日期之前完成开展改善或者提供替换件。法定的规则给予买方权利撤销合同（法律提供例外另做考量）。如果缺陷很小, 买方有权减少采购价格,但无权减少合同价格。其他的索赔依据见 VIII。2 里罗列的条款。

5. No guarantee is provided in the following cases in particular:

Improper or incorrect use, defective assembly or operation on the part of the ordering party or any third party, natural wear and tear, incorrect or negligent treatment, incorrect maintenance, the use of unsuitable operating resources, defective construction work, unsuitable ground, chemical, electrochemical or electrical influences – if we are not answerable for such.

5. 以下情况不做任何担保:

不当的使用, 买方或者第三方的不正确的装配运行, 自然磨损和损坏, 不正确的或者过失操作, 不正确的维护, 不适当的资源使用, 不正确的施工作业, 不适当的场所, 化学的, 电气化学或者电的影响—如果是我方不做担保的部分。

6. If the ordering party or any third party should perform any poorly executed remedial work we are not responsible for any ensuing consequences. The same applies to any modifications to the article of sale made without our prior agreement.

6. 如果买方或者任何第三方不做充分的补救工作的我方将不对随后发生的后果负责。同样适用于事先没有我方同意而对于销售的商品所做的任何修改。

Legal imperfections in title

产权方面的不完整

7. If the use of the articles of sale should breach any domestic industrial property rights or copyrights then, at our own expense, we will always make it possible for the ordering party to continue using the article of sale or will modify it for the ordering party in such a way that they no longer violate any industrial property rights. If this should not be possible from a commercial point of view or if it is impossible within a reasonable period, then the ordering party is entitled to withdraw from the contract. We also have a right to withdraw from the contract in such circumstances.

In addition, we will release the ordering party from undisputed claims or claims deemed final and conclusive on the part of the owners of the industrial property rights concerned.

7. 如果在使用所售商品的时候有违反国内的工业产权或者版权的, 则我方自行承担费用, 我方会尽力使买方继续使用所售产品或者修改该产品使买方不再违反工业产权。如果从某个商业的角度来看, 或在一个合理的期间无法做到, 则买方有权撤销合同。我方同样有权从类似的情况下撤出。另外, 我方也将使买方免除无争议的索赔或者免除相关工业产权所认定的最终索赔。

8. Our obligations, mentioned in Section VII.7, are definitive in event of breach of industrial property rights or copy rights, subject to Section VIII.2.

These only exist if

- the ordering party immediately informs us of any asserted breaches of industrial property rights or copyrights
- the ordering party supports us to a satisfactory degree in defending the claims asserted / makes it possible for us to carry out the modifications mentioned in Section VII.7
- we have the right to execute any defensive measures including out of court settlements
- the legal imperfection in title is not related to any instruction from the ordering party,
- the violation has not been caused by the ordering party having independently modified the article of sale or having used it in a manner inconsistent with the contract. 。

8. 万一发生违反工业产权或者版权的，在 VII.7 里提到的我方的义务服从于 VIII. 2 部分。这些仅存在于如果：

- 。买方在工业产权或者版权有违背的时候立即通知我方
- 。在预防尚未证实的索赔或提供条件让我方开展在 VII.7 条提到的改进工作方面,买方给予我方充分的支持。
- 。我方有权采取包括庭外调解的任何防御性的解决
- 。产权争议和买方提供的信息无关
- 。如果不是由于买方独自修改所售物品,或以违反合同的方式使用所售物品而引起的产权争议

VIII. Liability

VIII. 责任

1. If the article of sale is unable to be used in the way envisaged in the contract as a consequence of work not having been done or having been done wrongly based on suggestions or advice having been given either prior to or after conclusion of the contract, or if other additional contractual obligations have been breached (especially instructions for operating and maintaining the article of sale), then the rules set out in sections VII and VIII.2 accordingly apply, excluding other claims on the part of the ordering party.

1. 如果合同前后由于我方的建议造成所售货物不能如合同描述的情况下使用，因而引起的错误的去做或以做的工作,则按规则 VII 和 VIII.2 执行，对于买方的其他的认定除外。

2. In the case of damage which is other than damage to the article of sale itself, we are liable (whatever the legal grounds may be) only a) in event of intent

b) in event of gross negligence on the part of the owner / the company organs or management staff

c) in event of culpability for loss of life, physical injury or impairment of health

d) in event of defects which we have maliciously failed to disclose or the absence of which we have guaranteed

e) in event of defects to the article of sale if, in compliance with product liability law, there is liability for personal injury or damage to property in respect of privately used items

If we are culpably in breach of important contractual obligations we are also liable for gross negligence on the part of nonmanagerial staff and in the case of slight negligence, limited in the latter case to contracttypical, sensibly foreseeable loss.

Any other claims are excluded.

2. 如果有不同于销售物件本身的损毁，我方只对以下几种情况负责（按照法律）：

a)故意的情况下

b)如果是公司或者管理机构或者管理人员的明显重大失误

c)如果有生命损失，身体损害或者不可以修复的健康的情况

d)如果是我方的过失而蓄意隐瞒的或者我方已经承诺但是没有做到的。

e)如果是私下使用我方的产品在遵守产品法的前提下，还造成人身或者财务的损坏的

如果我方违反合同上的重要的义务，我方同样对非管理性人员的明显的失误和轻微的疏忽负责，后者局限于合同里有明显的可以预见的损失。

IX. Limitation of actions

IX. 诉讼时效

All claims on the part of the ordering party (whatever the legal grounds may be) become statute-barred within 12 months. As regards claims for compensation as per Section VIII.2a – e, the statutory periods apply. These also apply in respect of defects in a structure or of articles of sale used in their normal way for a structure and having caused its defects.

买方提出索赔的法律时效是 12 个月（按照法律）。关于 VIII, 2a – e 各条的索赔,按照法定时间, 对构造上的缺陷或常规的销售物品中已经造成的损失也适用。

X. Software use

X. 软件使用

If any software is included in the delivery package, the ordering party will be granted a non-exclusive right to use the software, including its documentation. It is provided for use on the article of sale for which it is intended. It is not permissible to use the software on more than one system. The ordering party is entitled to reproduce, revise, translate or convert from object code into source code only to the legally permissible extent (§§ 69 a ff. UrhG [Copyright Act]). The ordering party is obliged not to remove or change our manufacturer information (especially copyright information) without our express prior agreement. All other rights concerning the software and the documentation, including copies, remain with us / the software manufacturer. It is not permissible to grant sub-licences.

如果有任何软件包含在所交付的货物里, 买方都被认为有权使用该软件以及它的文件。它只适用于所售的物品使用。软件只允许在一个系统上。买方只有有权在法律允许的范围内复制, 修改, 翻译或者转换结果代码到源代码 (§§ 69 a ff. UrhG [Copyright Act]). 买方在没有我方事先同意的前提下无权移交的情况下改变我方的生产信息（特别是版权信息）。所有涉及软件和文件以及复印件的权利都归属我方, 软件的制造商。不承认其他认证。

XI. Applicable law, place of jurisdiction

XI. 适用的法律, 仲裁地点

1. The law of the Federal Republic of Germany applying to the legal relationships between domestic parties exclusively applies to all the legal relationships between us and the ordering party.

1. 联邦德意志共和国的法律适用于德国国内的买卖双方之间, 尤其适用于所有我方的和买方之间的合法关系。

2. The place of jurisdiction is the court in the jurisdiction of which our headquarters are located. However, we are entitled to file suits at the place where the ordering party has its headquarters.

2. 仲裁的地点是我方的总部所在地的法院。当然, 我方也有权在买方总部所在地的法院提请诉讼。

(中文销售服务条款有疑异的以英文版本为准)