

General Terms and Conditions of Sale and Supply

通用供销条款与条件

提示条款

Notice Clause

【审慎阅读】您在同意本通用供销条款与条件之前，应当认真阅读。请您务必审慎阅读、充分理解各条款的内容，特别是免除或者限制责任的条款、法律适用和争议解决条款以及其他涉及您重大权益影响的条款，这些条款将以粗体或下划线标识，您应重点阅读。

[Careful Reading Required] Before agreeing to these General Sales and Purchase Terms and Conditions, you should read them carefully. Please make sure to read and fully understand the content of each clause, especially those clauses that exempt or limit liability, those regarding the applicable law and dispute resolution, and other clauses that significantly affect your major rights and interests. These clauses will be marked in bold or underlined for emphasis, and you should pay particular attention to them.

1. General

1. 一般规定

1.1 These general terms and conditions of sales and supply (“**T&C**”) shall apply to and be incorporated into all sale and supply agreements concluded with related Chinese entities including HUBER+SUHNER (Shanghai) Co., Ltd., HUBER+SUHNER Cable& Connector Manufacture (Changzhou) Co., Ltd. and HUBER+SUHNER Cable& Connector Trading (Shanghai) Co., Ltd. (“**HUBER+SUHNER**”), as well as to all offers, quotations, deliveries provided by HUBER+SUHNER. These T&C shall not apply to development and engineering services as well as other services provided by HUBER+SUHNER and deliveries of product samples.

1.1 本通用供销条款与条件（下称“**条款与条件**”）应适用于并纳入与【相关中国实体包括瀚讯贸易（上海）有限公司、瀚讯电缆连接器制造（常州）有限公司和瀚讯电缆连接器商贸（上海）有限公司】（下称“**HUBER+SUHNER**”）签订的所有供销协议，也适用于 HUBER+SUHNER 提供的所有报价、报盘和交付。本条款与条件不适用于 HUBER+SUHNER 提供的开发、工程以及其他服务，同时不包括产品样本的交付。

1.2 The applicability of the general terms and conditions of the buyer (“**Buyer**”) is hereby expressly rejected.

1.2 本文件明确否决买方（下称“**买方**”）通用条款与条件的适用性。

1.3 No amendment to these T&C may be agreed other than in writing, chopped with company stamp and signed by authorized representatives of the parties. Such amendment shall be only applicable to the specific sale and supply agreement and shall not apply to any other agreements, unless expressly accepted and confirmed by HUBER+SUHNER in writing.

- 1.3 除非以书面形式经双方授权代表签字并加盖公司公章，否则不得对本条款与条件做出任何修订。且此等修改仅适用于特定供销协议，不适用于任何其他协议，但 HUBER+SUHNER 以书面形式明确同意和确认的除外。
- 1.4 Should a provision of the sale and supply agreement or of these T&C prove to be null, invalid or unenforceable, that fact shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision having a legal and economic effect, which will be as similar as possible to the invalid provision.
- 1.4 万一供销协议或本条款与条件的某项条款被证实为无效、失效或不可执行，这一事实不应影响其他条款的效力。无效条款应由具备合法、经济效力的有效条款取代，且该有效条款应尽可能与无效条款相似。
- 1.5 These T&C shall replace all earlier general terms and conditions of sales and supply of HUBER+SUHNER.
- 1.5 本条款与条件应取代 HUBER+SUHNER 所有之前的通用供销条款与条件。

2. Order procedure

2. 订单程序

- 2.1 Offers and quotations by HUBER+SUHNER shall be valid for the period specified in the offer/quotation, as applicable, or failing that, for a maximum period of ninety (90) days from the date of submission to the Buyer.
- 2.1 如适用，则 HUBER+SUHNER 的报价和报盘应在相应报价/报盘中规定的期限内有效；若报价/报盘中未规定有效期，则有效期最长应为自报价/报盘提供给买方之日起九十（90）天。
- 2.2 Prices, price lists, information and specifications contained in HUBER+SUHNER brochures, catalogues, data sheets or homepage are given for information purposes only, shall not be binding on HUBER+SUHNER, which may modify such information, as it may deem necessary.
- 2.2 HUBER+SUHNER 手册、目录、数据表或主页中包含的价格、价目表、信息和规格仅供参考，对 HUBER+SUHNER 不具有约束力，HUBER+SUHNER 可在其认为必要时修改此类信息。
- 2.3 Orders by the Buyer ('Order') shall be made in writing or electronically. Orders only become binding on HUBER+SUHNER after being confirmed by HUBER+SUHNER in writing or electronically ('Order Confirmation'). Order Confirmation may be validly issued on ERP forms without signature.
- 2.3 买方订单（下称“订单”）应以书面或者电子形式发出。订单仅在 HUBER+SUHNER 以书面或电子形式做出书面确认（下称“订单确认书”）后才能对 HUBER+SUHNER 产生约束力。订单确认书可以通过 ERP 表单发出而无需签名。
- 2.4 Individual specifications or special conditions in an Order Confirmation shall apply in addition to these T&C and prevail in case of contradiction.
- 2.4 除本条款与条件之外，订单确认书中的个别规格或特殊条件也应适用，且在两者发生冲突时，订单确认书中的个别规格或特殊条件应优先适用。
- 2.5 Orders are not cancelable. Any modification of an Order requested by the Buyer requires a new Order Confirmation by HUBER+SUHNER. Otherwise, the initial Order Confirmation remains applicable. Requests for modifications may result in an alteration

of quoted prices and the delivery deadlines, as well as in a compensation for already manufactured/assembled products and sourced materials.

- 2.5 订单不可取消。对于买方要求的任何订单修改，均需 HUBER+SUHNER 发出新的订单确认书。否则，初始订单确认书应继续适用。修改要求可能会导致报价和交货期发生变动，以及对已生产/组装的货物及已采购的材料的赔偿。

3. Description of products

3. 产品描述

- 3.1 The products to be supplied by HUBER+SUHNER are exhaustively specified in the Order Confirmation and in appendices thereto.

3.1 HUBER+SUHNER 拟提供的产品均详尽列于订单确认书及其附件。

- 3.2 With regard to deliveries concerning cables, HUBER+SUHNER reserves the right to over- or undersupply up to 10% of the volume stated in the Order Confirmation. If a specific (minimum) order quantity is required, a special comment is to be made when the Order is placed and a surcharge is due.

3.2 就电缆交付而言，HUBER+SUHNER 有权将供应量控制在高于或低于订单确认书中所述供应量的 10%。如需规定具体（最低）订单数量，在下订单和附加费到期应付时，应作特别说明。

4. Intellectual property rights

4. 知识产权

- 4.1 Drawings, technical documents, models, masters, samples, drafts, designs etc., as well as all registered and unregistered intellectual property rights, in connection with the HUBER+SUHNER products remain the sole property of HUBER+SUHNER and HUBER+SUHNER affiliates. The Buyer is not permitted to use for purposes other than those for which they were handed over, reproduce or pass on to third parties any drawings, samples, drafts, designs etc. without HUBER+SUHNER's prior written consent.

4.1 HUBER+SUHNER 产品的相关图纸、技术文件、模型、标准、样品、草图、设计等及所有已注册和未注册的知识产权均为 HUBER+SUHNER 及其关联公司的独有财产。未经 HUBER+SUHNER 的事先书面同意，买方不得将任何图纸、样品、草稿、设计等用于交付、复制或传递给第三方的目的以外的目的。

- 4.2 If HUBER+SUHNER manufactures products according to drawings, technical documents, models or masters provided to HUBER+SUHNER by the Buyer, HUBER+SUHNER does not accept any responsibility for the infringement of intellectual property rights of third parties and claims resulting therefrom. The Buyer shall fully indemnify HUBER+SUHNER for any third party claims.

4.2 若 HUBER+SUHNER 根据买方向其提供的图纸、技术文件、模型或标准制作产品，HUBER+SUHNER 则对侵犯第三方知识产权及由此产生的索赔不承担任何责任。买方应全额赔偿 HUBER+SUHNER 遭受的任何第三方索赔。

5. Prices

5. 价格

- 5.1 Unless otherwise stated in the Order Confirmation, all prices shall be FCA (according to the Incoterms in force at the moment of the Order Confirmation), in the currency stated in the Order Confirmation without any deductions whatsoever. If packing is required, the costs will be passed on to the Buyer.
- 5.1 除非订单确认书中另有说明，否则，所有价格均应为 FCA 价格（根据订单确认书发出时有效的《国际贸易术语解释通则》），以订单确认书中说明的货币支付，且不作任何扣除。如需进行包装，则包装成本将由买方承担。
- 5.2 All prices are quoted as net prices and do not include goods and services tax, value added tax or similar taxes. Accordingly, in addition to the price specified herein, the amount of any present or future tax applicable to the sale and supply of goods shall be paid additionally by the Buyer.
- 5.2 所有报价均为净价格，不包含商品及服务税、增值税或类似税费。因此，除本文件规定的价格外，适用于商品供销的任何现行或未来税费均应由买方额外支付。
- 5.3 All offered, quoted and confirmed prices are based on the market conditions and exchange rate situation on the day of the offer/quotation. HUBER+SUHNER reserves the right to increase the final prices in case of significant change of market conditions and/or exchange rate situation between the date of submission of the offer or quotation or Order Confirmation and the delivery date. The adjustment shall be notified to the Buyer in writing.
- 5.3 所有报价、报盘价和确认价均基于报价/报盘之日的市场状况和汇率状况。若在报价、报盘或订单确认书发出之日起至交货之日的期限内，市场条件和/或汇率状况发生了重大变化，则 HUBER+SUHNER 则有权提高最终价格。价格调整应以书面形式告知买方。
- 5.4 In the event of raw materials dependent products (e.g. copper, silver, etc) the definitive prices shall be determined as of the day prior to the Order Confirmation based on the quoted raw material stock exchange rate (e.g. LME rate).
- 5.4 对于依赖原材料的产品（如铜、银等），最终价格应以订单确认前一天根据报价的原材料交易所价格（例如，LME 价格）确定。
- 5.5 In addition, an appropriate price adjustment shall apply if:
- 5.5 此外，在以下情况中，应进行适当的价格调整：
- the delivery time has been subsequently extended due to any reason stated in Paragraphs 6.4 or 12.1 or
 - 交货期因第 6.4 条或第 12.1 条所述的任何原因而延长，或
 - the nature or the scope of the agreed products to be supplied has changed.
 - 拟提供之约定产品的性质或范围发生变化。

6. Delivery

6. 交付

6.1 Unless expressly otherwise agreed, delivery shall be made FCA (according to the Incoterms in force at the moment of the Order Confirmation), from the place indicated in the Order Confirmation.

6.1 除非另有明确约定，交货应根据订单确认书中指定的地点按照 FCA（根据订单确认书发出时有效的《国际贸易术语解释通则》）进行。

6.2 Delivery dates should be regarded as approximate only. Delivery after the stated delivery date shall not be treated as a breach by HUBER+SUHNER and shall not entitle the Buyer to any remedy nor does relieve the Buyer from the obligation to accept the delivery.

6.2 交货日期应视为大致日期。在规定的交货日期后交货不应视为 HUBER+SUHNER 违约，也不赋予买方任何救济权利，亦不能免除买方接受交付的义务。

6.3 The delivery period shall commence on the latest of the following dates:

6.3 交货期应自以下日期（以时间最晚者为准）开始计算：

- the date on which the sale and supply agreement is entered into (date of the Order Confirmation)
- 供销协议签订之日（订单确认书日期），
- the date on which HUBER+SUHNER has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc. required for the supply of the products
- HUBER+SUHNER 收到供应产品所需的全部文件、信息、许可、豁免、批准、配额等的日期，
- the date on which HUBER+SUHNER receives an advance payment or security deposit to which is entitled under the sale and supply agreement.
- HUBER+SUHNER 收到其在供销协议下有权收到的预付款或保证金之日。

6.4 HUBER+SUHNER may in particular, without being conclusive, extend delivery schedules without liability in the event of scarcity of sourced materials and sourced products.

6.4 特别是在需采购材料和产品供应紧缺的情况下，HUBER+SUHNER 可能会无责任地延长交货时间表。

6.5 HUBER+SUHNER is entitled to make partial deliveries.

6.5 HUBER+SUHNER 有权进行部分交货。

6.6 In the event the Buyer is in arrears with accepting delivery, HUBER+SUHNER reserves its right to charge storage costs. Paragraph 7.8 shall apply. In such event the risk shall pass to the Buyer at the moment that the products are deemed to have been delivered pursuant to the applicable Incoterms.

6.6 若买方延迟收货，则 HUBER+SUHNER 有权收取仓储费用。第 7.8 条应适用。在此情形下，风险应在产品被视为根据适用的国际贸易术语解释通则交付之时转移至买方。

- 6.7 It is not permitted to return products supplied by HUBER+SUHNER without a prior written consent of HUBER+SUHNER and a valid RMA number provided by HUBER+SUHNER. The validity period for a RMA number is maximal thirty (30) days. Except as otherwise stated herein or agreed between the parties, any return shipments shall always be at the expense and risk of the Buyer. In the event of non-authorized return shipments or returns with an expired RMA number, HUBER+SUHNER is entitled to charge a handling fee.
- 6.7 在未取得 HUBER+SUHNER 的事先书面同意且未提供有效的 RMA 编号的情况下, 不得退回 HUBER+SUHNER 提供的产品。任何退货货物的费用和风险均由买方承担。RMA 编号的有效期限最长为三十 (30) 天。除非另有说明或双方另有约定, 任何退货运输均应由买方承担费用和风险。对于未授权的退货运输或带有过期 RMA 编号的退货, HUBER+SUHNER 有权收取处置费。

7. Payment terms

7. 付款条件

- 7.1 Unless otherwise stated in the Order Confirmation or agreement, payments shall be made by the Buyer within thirty (30) days from the date of invoice. The Buyer shall pay all amounts due under the concluded sale and supply agreement in full and the Buyer is not entitled to make any deduction for cash discount, expenses, taxes, levies, fees, duties, claims and the like.
- 7.1 除非订单确认书或协议中另有规定, 否则, 买方应在发票日期起三十 (30) 天内付款。买方应全额支付所签订协议项下的所有到期应付款, 买方无权就现金折扣、开销、税费、征费、费用、关税等进行任何扣除。
- 7.2 The payment shall be made in the currency indicated on the invoice, i.e. in the currency stated in the Order Confirmation, via bank transfer into the account indicated by H + S. Any indication of change of account received by email need to be verified (double check) with HUBER+SUHNER account receivables department by Buyer. Payment executed on unverified bank accounts do not release the Buyer from its payment obligations.
- 7.2 付款应采用发票上规定的货币, 即订单确认书中规定的货币, 并通过银行转账汇至 HUBER+SUHNER 指定的账户。对于通过电子邮件收到的任何账户变更指示, 买方应与 HUBER+SUHNER 应收账款部门核实 (复核)。对未经验证的账户做出的付款不应免除买方的付款义务。
- 7.3 If the Buyer believes that he or she has a rightful claim against HUBER+SUHNER regarding the performance of the sale and supply agreement, this circumstance shall not release the Buyer from the obligation to make payment for delivered products.
- 7.3 若买方认为其有权对 HUBER+SUHNER 提出与协议履行有关的合法要求, 并不应免除买方对已交付产品的付款义务。
- 7.4 The Buyer may be obliged to make advance payment or security deposit if its credit line has been reached. HUBER+SUHNER has the right to suspend performance of its obligation until the Buyer has fulfilled the contractual obligation to make the advance payment or security deposit.
- 7.4 若买方的信用额度已用尽, 买方则可能负有支付预付款或者保证金的义务。HUBER+SUHNER 有权暂停履行其义务, 直至买方履行了关于预付款或保证金的合同义务。

- 7.5 For materials and products which have to be delivered within twenty-four (24) hours of receipt of the Order or which lead to changes in production schedules due to the urgency notified by the Buyer, HUBER+SUHNER is entitled to charge up to 20 % on the net invoice amount as extra compensation.
- 7.5 对于必须在收到订单后二十四（24）小时内交付或因买方通知的紧急情况而导致生产计划发生变更的材料和产品，HUBER+SUHNER 最高有权收取净发票金额的 20% 作为额外补偿。
- 7.6 The dates of payment shall also be observed if transport or delivery of the products is delayed or prevented due to force majeure, or if minor, unimportant parts are missing, or if post-delivery work is to be carried out without the products being prevented from use.
- 7.6 若产品运输或交付由于不可抗力而延迟或受阻，或少量、次要部件丢失，或在产品使用不受阻的情况下得以开展交货后的工作，则仍应遵守付款日期。
- 7.7 If payments are not received by the end of the payment term, the Buyer is automatically in default without further notice and shall be liable for default interest in the amount of 10% p.a. with effect from the agreed date on which the payment was due. Payment of the interest does not release the Buyer from the obligation to make payments on the agreed dates or from the obligation to pay damages, which might exceed the interest rate mentioned.
- 7.7 若在付款期限结束前未收到付款，买方则被自动视为违约，无需另行通知，并应自约定的付款到期之日起按 10% 的年利率支付违约利息。支付利息不会免除买方在约定日期付款的义务或支付损害赔偿的义务，此类义务可能超过所述利率。
- 7.8 If the Buyer is in arrears with payments or with accepting delivery from HUBER+SUHNER, HUBER+SUHNER shall have the right, but not the obligation, to withhold further deliveries, including deliveries not related to the concerned delivery, until full payment of the outstanding amounts, including default interest. If the Buyer is in arrears, HUBER+SUHNER shall in addition have the right, but not the obligation, to shorten the payment terms or to require pre-payment, in each case, unilaterally by written notification to the Buyer, with immediate effect for future deliveries and for an unlimited time period. In addition HUBER+SUHNER shall have a right to collect administrative fee and reasonable legal cost (including litigation fee, arbitration fee, lawyer fee and etc.) for collection of debts according to the applicable laws.
- 7.8 若买方延迟付款或接受 HUBER+SUHNER 的交货，则 HUBER+SUHNER 有权但无义务暂停进一步交货，包括与该部分交货无关的交货，直至包括违约利息在内的未付金额全部付清为止。若买方有欠款，对于每笔欠款，HUBER+SUHNER 还应有权向买方发送单方书面通知（但无义务）缩短付款期限或要求提前付款，该通知立即生效且无限期有效。此外，HUBER+SUHNER 有权根据适用法律收取债务催收的行政费以及合理的法律成本（包括诉讼费、仲裁费以及律师费等）。
- 7.9 The Buyer is not permitted to offset its outstanding receivables against those of HUBER+SUHNER.
- 7.9 买方不得以其自身的未结应收款冲抵 HUBER+SUHNER 的未结应收款。

8. Right of retention and cancellation

8. 保留权和取消权

In the event of Buyer's non-performance or delay in performance or if there is serious doubt as to whether the Buyer will be able to comply with its contractual obligations to HUBER+SUHNER, or in the event of the Buyer's insolvency, suspension of payments, complete or partial stoppage of work, liquidation or the transfer or encumbrance of its business, including the transfer or pledging of an important part of its accounts receivable, or if any items of property belonging to the Buyer are seized by way of provisional seizure or in execution judgement, HUBER+SUHNER shall have the right, without notice of default or judicial intervention, either to suspend execution of the sale and supply agreements or partially or wholly dissolve such agreements without HUBER+SUHNER being liable to any compensation or guarantee, and without prejudice to any of its other right. HUBER+SUHNER is as well entitled to delay the performance of its obligations until the Buyer has provided sufficient security or pre-payment in an amount determined by HUBER+SUHNER, without bearing any liability for it.

若买方不履行或延迟履行，或者由正当理由怀疑买方无法履行其对 HUBER+SUHNER 的合同义务，或买方破产、暂停付款、完全或部分停工、清算或转让其业务或对其业务设置权利负担（包括转让或抵押其应收账款的重要部分），或属于买方的任何财物以临时扣押或执行判决的方式被查封时，HUBER+SUHNER 应有权在无需发出违约通知或者司法介入的情况下，中止执行供销协议，或部分或全部解除协议，HUBER+SUHNER 无需承担任何赔偿或保证责任，且不会影响 HUBER+SUHNER 的任何其他权利。此外，HUBER+SUHNER 还有权延迟履行其义务且无需对此承担任何责任，直到买方按 HUBER+SUHNER 决定的金额支付充足的保证金或预付款。

9. Inspection, defects

9. 检查、缺陷

9.1 The Buyer shall inspect the products delivered, including partial deliveries, as soon as possible, but no later than two working days after delivery and shall immediately, but no later than twenty-four (24) hours after inspection, notify HUBER+SUHNER in writing or by e-mail of any deficiencies or defects. If the defect or the deficiency could not be observed during the inspection, the Buyer shall notify HUBER+SUHNER in writing or by e-mail of such deficiencies or defects immediately, but no later than within twenty-four (24) hours after discovering it.

9.1 买方应尽快但不晚于交货后两个工作日，对已交付的产品（包括部分交付的产品）进行检验，并应最晚于检验后二十四（24）小时内立即以书面或电子邮件的形式向 HUBER+SUHNER 通报任何缺陷或不足。若在检验过程中未能发现缺陷或不足，买方应立即以书面或电子邮件的形式通知 HUBER+SUHNER，但至少应在发现缺陷或不足后的二十四（24）小时内通知 HUBER+SUHNER。

9.2 The above mentioned notification shall include a full description of the alleged defects and deficiencies and information about the moment of discovering it.

9.2 上述通知应包含对所述缺陷和不足的完整说明及发现缺陷和不足的时间信息。

9.3 Any claim made by the Buyer with regard to delivered products shall also be extinguished if:

9.3 在以下情况中，买方对已交付的产品提出的任何索赔应取消：

- the Buyer has failed to notify the defect or deficiencies of the products to HUBER+SUHNER in proper time mentioned in Paragraph 9.1 above,
 - 买方未能在上文第 9.1 条所述的合适时间将产品缺陷或不足告知 HUBER+SUHNER,
 - the defects or deficiencies were caused by normal wear and tear or other reasons described in Paragraph 10.6,
 - 产品缺陷或不足是由正常磨损或第 10.6 条所述的其他原因造成的,
 - the defects or deficiencies were caused by improper handling, use, storage or handling of the products by the Buyer or other entities,
 - 产品缺陷或不足是因买方或其他实体对产品的不当处理、使用、储存或处理所造成;
 - the subject of the agreement is delivery of used products,
 - 协议标的是交付二手产品,
 - the Buyer has prevented HUBER+SUHNER from investigating the products for defaults and deficiencies,
 - 买方阻止 HUBER+SUHNER 对产品缺陷和不足进行调查,
 - the products have been processed or mixed and it is impossible to identify them as products originating from HUBER+SUHNER.
 - 产品已被加工或混合, 无法识别产品来源是否为 HUBER+SUHNER。
- 9.4 HUBER+SUHNER reserves the right to inspect the alleged default or deficiencies in the products after receiving a notification from the Buyer. The place and time of inspection shall be agreed with the Buyer.
- 9.4 在收到买方通知后, HUBER+SUHNER 有权对所述的产品缺陷或不足进行检验。检验地点和时间应与买方商定。
- 9.5 Any return must be authorized by HUBER+SUHNER in advance and have a valid RMA number provided. The validity period for RMA number is maximum thirty (30) days. Unauthorized returns or returns with an expired RMA number will be rejected and a handling fee will be applied at HUBER+SUHNER discretion.
- 9.5 任何退货必须事先获得 HUBER+SUHNER 的授权并提供有效的 RMA 编号。RMA 编号的有效期为最长三十 (30) 天。未经授权的退货或带有过期 RMA 编号的退货将被拒绝, HUBER+SUHNER 可自行决定是否收取处理费。
- 9.6 Deficiencies or defaults of any kind in the products shall not entitle the Buyer to any rights or claims other than those expressly stipulated in these T&C. In particular, deficiencies or defaults of products delivered in partial deliveries shall not entitle the Buyer to refuse the entire delivery. Potential complaints do not have any effect on the payment obligation of the Buyer.
- 9.6 任何类型的产品缺陷或不足均不会使买方享有除本条款与条件明确规定之权利或索赔以外的其他权利或索赔。须特别说明的是, 部分交付的产品存在缺陷或不足不会使买方有权拒收整批货物交付。潜在投诉不会对买方的付款义务造成任何影响。

10. Warranty

10. 保证

10.1 The warranty period for all HUBER+SUHNER products is one (1) year and commences upon delivery of the products. In case of partial deliveries, the period mentioned above shall be enforced individually.

10.1 所有 HUBER+SUHNER 产品的质保期均为一（1）年，自产品交付之日起开始计算。部分交付的，上述期限应单独执行。

10.2 For replaced or repaired products or parts of products, the warranty period ends with the expiry of the original warranty period unless there are mandatory provisions of applicable law, which regulate this issue differently.

10.2 对于更换或修复的产品或部件，保修期限以原始保修期限的结束为准，除非适用法律有不同规定。

10.3 HUBER+SUHNER shall provide subsequent performance for defective products by, at its sole discretion, either eliminating the defect (rectification of defect) or delivering products free of defects (subsequent delivery).

10.3 HUBER+SUHNER 应以消除缺陷（缺陷整改）或交付无缺陷产品（后续交付）的方式提供后续履行，履行方式由 HUBER+SUHNER 自行决定。

10.4 The warranty expires prematurely with immediate effect if the Buyer or a third party performs inappropriate modifications or repairs or if the Buyer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and does not inform HUBER+SUHNER immediately about the occurrence of the defect.

10.4 若买方或第三方对产品实施了不当的修改或修复，或买方在发现缺陷后未立即采取适当措施以减轻损害并立即向 HUBER+SUHNER 通报产品缺陷，则质保期将立即提前到期。

10.5 Express warranties are only those, which have been expressly specified as such in the Order Confirmation. For new transceivers an optional non assignable 'limited lifetime warranty' may be agreed by the parties in form of an expressed warranty. Such lifetime warranty period amounts to maximal five (5) years. Any other statements made with respect to the lifetime of HUBER+SUHNER products are purely indicative and never constitute a warranty. HUBER+SUHNER does not give any warranties regarding the lifetime of the HUBER+SUHNER products, except transceivers.

10.5 明示保证仅指订单确认书中明确规定的保证。对于新的收发器，双方可以按照明示保证的形式商定一个可选的、不可转让的“有限终身保证”，该保证期限最长为五（5）年。有关 HUBER+SUHNER 产品使用寿命的任何其他声明均为参考性声明，从不构成保证。HUBER+SUHNER 不对其产品的使用寿命作任何保证，收发器除外。

10.6 The product warranty does not extend to defects caused by circumstances for which HUBER+SUHNER is not responsible, such as but not limited to improper or insufficient installation by Buyer, maintenance or incorrect operation, improper operating conditions failure to store the products appropriately, excessive stress, repairs and modifications made without HUBER+SUHNER's written consent, repairs and modifications carried out improperly by the Buyer, non-use of original spare parts, as well as normal wear and tear and cosmetic defects which do not affect the functionality of the products. TO THE MAXIMUM EXTENT PERMITTED BY LAW

HUBER+SUHNER DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY.

- 10.6 产品质保不涵盖因无需 HUBER+SUHNER 负责的情形所导致的缺陷，如（但不限于）买方安装不正确或不充分、维修或错误操作、操作条件不当、产品未得到恰当储存、过度压力、未取得 HUBER+SUHNER 书面同意的情况下进行产品维修和修改、买方错误开展产品维修和修改、未使用原始备件及不影响产品功能的正常磨损和外观缺陷。在法律允许的最大范围内，HUBER+SUHNER 否认所有其他明示或默示保证与声明，包括但不限于适销性保证。
- 10.7 For supplies, parts and products of sub-suppliers prescribed by the Buyer, HUBER+SUHNER assumes liability only to the extent of such sub-suppliers' liability obligations towards HUBER+SUHNER.
- 10.7 对于买方规定的次级供应商的供应品、零部件和产品，HUBER+SUHNER 所承担的责任仅限于该次级供应商对 HUBER+SUHNER 负有责任和义务的范围。
- 10.8 With respect to any defaults or deficiencies of the HUBER+SUHNER products, defective material, bad design or poor workmanship as well as to any failure to fulfil express warranties, the Buyer shall not be entitled to any rights or claims other than those expressly stipulated in Paragraph 10.3. Expressly excluded is, in particular, without being conclusive, any damages for reimbursement of investigation and rip & replacement costs, price reduction or cancellation or termination of the concerned sale and supply agreement.
- 10.8 就 HUBER+SUHNER 产品的任何缺陷或不足、材料缺陷、设计拙劣或工艺低劣及未履行明示保证的情形而言，除本文件第 10.3 条明确规定的权利或索赔以外，买方不享有任何其他权利或索赔。须特别提出的是，在不具备决定性的情况下，明确排除任何因调查、拆卸和更换费用、降价、取消或终止相关销售和供应协议而造成的损害赔偿。
- 10.9 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of HUBER+SUHNER.
- 10.9 在未取得 HUBER+SUHNER 的事先书面批准的情况下，本保证权利和救济不得转移至任何第三方。

11. Software

11. 软件

- 11.1 All software, including firmware, supplied by HUBER+SUHNER together with the products, remains in the ownership of HUBER+SUHNER. The Buyer is granted a non-exclusive, right to use the software, including any related documentation and updates, for use of the products supplied with the software. The Buyer is not authorized decompile or reverse engineer the software. The transfer of the right to use is only permitted together with the product.
- 11.1 HUBER+SUHNER 随产品一起提供的所有软件，包括固件，仍归 HUBER+SUHNER 所有。买方获得使用该软件的非独占权利，包括任何相关文档和更新，以便使用随软件一起提供的产品。买方未经授权不得反编译或逆向工程该软件。使用权只得与产品一起才允许转移。
- 11.2 No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by HUBER+SUHNER, nor may be copied

or otherwise duplicated, even for the Buyer's internal needs apart from a single back-up copy for safety reasons.

- 11.2 如未取得 HUBER+SUHNER 的事先书面同意，不得向任何第三方披露任何程序、文档或后续升级，也不得复制或以其他方式复制，即便是出于买方的内部需要，出于安全考虑，也只能提供一份备份副本。
- 11.3 The content and scope of a license regarding software supplied by a third party is dependent on the license conditions of the third party supplier.
- 11.3 与第三方提供的软件有关的许可内容和范围取决于该第三方供应商的许可条件。
- 11.4 All other rights, especially copyrights and related rights of use and powers remain without restriction with HUBER+SUHNER and/or with the third party supplier, respectively.
- 11.4 所有其他权利，特别是版权及相关使用权利和权力，均属于 HUBER+SUHNER 和/或该第三方供应商，且无任何限制。
- 11.5 The warranty period for software is six (6) months starting with the delivery of the products. HUBER+SUHNER warrants that the software substantially conforms to the specifications in the Order Confirmation. Except for the foregoing, the software is provided "as is". In no event, HUBER+SUHNER warrants that the software is free of errors, vulnerabilities and that its use is uninterrupted. For software supplied under license from third parties, the warranty terms are those, which HUBER+SUHNER is authorized to provide to its Buyers. Except for the provisions of this Paragraph 11.5, Paragraph 10 shall be applicable to all deficiencies and warranty claims relating to software. Regular bug fixing and provisions of upgrades are not included in the warranty obligations of HUBER+SUHNER and need to be agreed separately.
- 11.5 软件质保期为六（6）个月，自产品交付之日开始计算。HUBER+SUHNER 保证，软件基本符合订单确认书中的规格。除前述规定外，软件按“原样”提供。在任何情况下，HUBER+SUHNER 均不保证软件不存在任何错误、漏洞，亦不保证软件使用不受干扰。就第三方根据许可提供的软件而言，其质保期与 HUBER+SUHNER 有权向其买方提供的质保期相同。除本第 11.5 条的规定外，第 10 条应适用于有关软件缺陷和质保的全部索赔。HUBER+SUHNER 的质保义务不包括定期漏洞修复和升级，需另行约定。

12. Force majeure

12. 不可抗力

- 12.1 The parties shall be entitled to suspend performance of their contractual obligations without any liability to the extent that such performance is impeded by any of the following circumstances (force majeure events): war, armed conflict, civil war, act of terrorism, sabotage, act of authority, act of God, explosion and fire, strikes, imposition of sanctions and of export control limitations.
- 12.1 双方应有权暂停履行合同义务，无需承担任何责任，前提是，此等合同义务的履行是因以下任何情形（不可抗力事件）而受阻：战争、武装冲突、内战、恐怖主义行为、破坏、流行病、权利行为、天灾、爆炸、火灾、罢工、制裁和出口限制的实施。
- 12.2 Delivery Dates of Orders placed after an event of Force Majeure has ceased, if future development still remain uncertain (e.g. in case of pandemic), are not binding and need to be adapted if the supply chain of HUBER+SUHNER is affected by said situation. HUBER+SUHNER shall not be in default upon expiry of the delivery date and no

consequences of default shall arise. HUBER+SUHNER will not become liable for any agreed delays payments, damages or compensations of any reason whatsoever. The parties shall agree on a later delivery date, taking account of the specific situation.

- 12.2 如果未来的形势仍然不确定，在不可抗力事件期间或在不可抗力事件停止后下的采购订单的交货期不具有约束力（例如，在全国或全球性流行病的情况下），如果供应商的供应链受到上述情况的影响，则需要对交货期进行调整。交货期到期后，供应商不构成违约，也不产生违约后果。供应商不承担任何约定的延期付款（如违约金或罚金）、损害赔偿金或补偿金或任何其他原因的付款。双方将根据具体情况约定较迟的交货期。
- 12.3 The party claiming to be affected by a force majeure event shall notify the other party in text form without delay on the intervention and on the cessation of a force majeure event.
- 12.3 宣称受不可抗力事件影响的一方应毫不迟延地在该事件发生和结束时以文字形式通知另一方。
- 12.4 Should a force majeure event continue for more than six (6) months, either party shall have the right to terminate the agreement without liability and with immediate effect.
- 12.4 若不可抗力事件的持续时间超过六（6）个月的，任何一方均有权立即解除协议，且不承担任何责任。

13. Limitation of liability

13. 责任限制

- 13.1 The liability of HUBER+SUHNER under the sale and supply agreements shall be limited to the fulfilment of the contractual obligations. The liability of HUBER+SUHNER shall be limited in every case to compensation for direct damages. Any other liability, including, but not limited to indirect and consequential damages, loss of profit, loss of revenues, loss of data, loss of use, is hereby expressly excluded to the extent permissible by law. In no event HUBER+SUHNER liability shall exceed the value set forth in the Order Confirmation.
- 13.1 HUBER+SUHNER 在供销协议下的责任应仅限于履行合同义务。在任何情况下，HUBER+SUHNER 的责任都应限于赔偿直接损害。在法律允许的范围内，特此明确排除对间接和后果性损害、利润损失、收入损失、数据丢失、使用损失的任何其他责任。在任何情况下，HUBER+SUHNER 的责任均不得超过订单确认书约定的价值。
- 13.2 The Buyer shall have no rights or claims irrespective on what ground they are based (including, but not limited to, damages, reduction of price, termination or withdrawal from the Contract), except for those mentioned explicitly in these T&C, except for damages caused intentionally or grossly negligently by HUBER+SUHNER.
- 13.2 不论基于何种理由（包括但不限于损害、降价、合同终止或撤销），买方均不享有任何权利或索赔，但本条款与条件中明确提及以及因 HUBER+SUHNER 故意或重大过失行为所导致的损害除外。
- 13.3 Any potential liability, to the extent legally permissible, is limited in any event to the order value of those HUBER+SUHNER products , from which the liability arises.
- 13.3 在法律允许的范围内，任何潜在的责任在任何情况下均应限于引起责任的 HUBER+SUHNER 产品的订单价值。

14. Return of packaging material and recycling

14. 包装材料的退还和回收

14.1 As a rule, packing is not returnable. It is at the discretion of HUBER+SUHNER whether to take back packaging, without any additional payment for the Buyer and under the condition that the freight has to be fully paid by the Buyer.

14.1 一般而言，包装材料不可退还。是否回收包装材料由 HUBER+SUHNER 酌情决定，且不会导致买方产生任何额外付款，但运费必须由买方全额支付。

14.2 HUBER+SUHNER is not obliged to recycle products delivered by HUBER+SUHNER, unless such obligation arises from the provisions of law.

14.2 HUBER+SUHNER 无义务回收 HUBER+SUHNER 交付的产品，除非法律另行规定。

14.3 The Buyer shall not be entitled to any rights regarding the return of packaging material or the recycling of products delivered by HUBER+SUHNER.

14.3 买方无权享有与退还包装材料或回收 HUBER+SUHNER 所交付产品有关的任何权利。

14.4 Reels / drums / coils may be taken back without any additional remuneration for the Buyer, provided, that they are in good working order and condition, and the freight has been fully paid by the Buyer.

14.4 包装线盘/筒/卷盘可以回收，无需向买方支付任何额外费用，前提是包装线盘/筒/卷盘均处于良好使用状态，且运费已由买方全额支付。

15. Right of recourse of HUBER+SUHNER

15. HUBER+SUHNER 的追偿权

If, through actions or omissions of the Buyer or of persons employed or appointed by the Buyer to perform any obligations, personal injury, damage to the property of third parties or other damages have occurred and if a claim is made against HUBER+SUHNER, then the latter shall be entitled to take recourse against the Buyer. The Buyer shall hold harmless and fully indemnify HUBER+SUHNER.

若因买方或买方所雇佣或任命之人为履行任何义务所实施的作为或不作为，导致人身伤害、第三方财产受损或其他损害，且 HUBER+SUHNER 被提出索赔，那么，HUBER+SUHNER 应有权向买方追偿。买方应充分赔偿 HUBER+SUHNER 并保护其不受损害。

16. Personal data

16. 个人数据

16.1 If it is necessary to collect personal data to perform any sale and supply agreement subject to these T&C, HUBER+SUHNER will collect personal data applying the provisions of the applicable laws.

16.1 若有必要收集个人资料，以履行任何受制于本条款与条件的供销协议，则 HUBER+SUHNER 将根据适用法律的规定收集个人数据。

More information can be found in HUBER+SUHNER Data Protection Statement [Data Protection Statement](#).

更多信息请参见 HUBER+SUHNER 数据保护声明 [Data Protection Statement](#)。

17. Confidentiality, Compliance, Trade Compliance

17. 保密、合规与贸易合规

- 17.1 HUBER+SUHNER and the Buyer shall maintain the confidentiality of any business information which relates to other party and not disclose it to any third party. Business information shall be interpreted in the broadest sense and include any information which is disclosed by other party or which comes to other party's knowledge due to performing or in connection with the agreement. The parties may conclude additional non-disclosure agreement to specify the obligations to keep confidentiality.
- 17.1 HUBER+SUHNER 和买方应对有关另一方的任何业务信息保密，不得向任何第三方披露此等信息。前述业务信息应进行广义解释，包括另一方披露的或因履行协议而披露或获知的任何信息。双方可以签订额外的保密协议，对保密义务进行规定。
- 17.2 The Buyer shall at all-time comply with applicable laws, regulations and standards.
- 17.2 买方应随时遵守适用的法律、法规和标准。
- 17.3 The Buyer states that acquainted himself with the ethic and compliance rules issued by HUBER+SUHNER in particular with being conclusive with the [Code of responsible business conduct](#) and shall comply to these rules without any exceptions.
- 17.3 买方声明已熟知 HUBER+SUHNER 发布的道德和合规规则，特别是负责责任的商业行为准则 [Code of responsible business conduct](#)，并应毫无例外地遵守这些规则。
- 17.4 The Buyer shall not sell, export or re-export, directly or indirectly, any information, technical data and products supplied by HUBER+SUHNER under an Order to any individual or country for which an export license or other any governmental approval without first obtaining such license or approval or for which a sanction or an embargo has been imposed.
- 17.4 买方不得直接或间接向任何被禁止销售、出口或重新出口的个人或国家销售、出口或再出口由 HUBER+SUHNER 根据订单提供的任何信息、技术数据和产品，也不得在未获得出口许可或其他政府批准的情况下进行销售、出口或再出口，或向实施了制裁或禁运的国家销售、出口或再出口。
- 17.5 The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products supplied by HUBER+SUHNER under or in connection with an Order that fall under the scope of any sanction law and ordinance imposing measures in connection with the situation in Ukraine, in particular, without being conclusive, those laws, ordinances and measures issued by the competent authorities of the EU countries, of the UK and of Switzerland. The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain.
- 17.5 买方不得直接或间接向俄罗斯联邦出售、出口或重新出口 HUBER+SUHNER 根据订单或与订单有关供应的任何产品，这些产品属于任何与乌克兰局势相关的制裁法律和法规的适用范围，特别是（但不限于）欧盟国家、英国和瑞士主管当局发布的法律、法规和措施。买方应建立并维护一个适当的监控机制，以检测商业链条下游任何第三方的行为。
- 17.6 Upon request from HUBER+SUHNER, the Buyer agrees to provide periodic written certifications as to the continued accuracy of the statements and covenants contained in Paragraphs 17.4 and 17.5. The Buyer shall provide all documentation which may be requested by law, regulation or reasonably be requested by HUBER+SUHNER

regarding the export and or re-export of information, technical data products supplied by HUBER+SUHNER under an Order.

- 17.6 应 HUBER+SUHNER 的要求, 买方同意定期提供书面证明, 以确认第 17.4 条和 17.5 条所含声明和契约的持续准确性。买方应提供法律、法规要求或 HUBER+SUHNER 合理要求的所有文件, 以证明关于出口和/或重新出口的信息、技术数据和产品。
- 17.7 HUBER+SUHNER reserve the right to refuse to enter into or to perform any Order, and to cancel any Order if HUBER+SUHNER in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates would violate any export control and sanctions rules to which it is subject. HUBER+SUHNER shall be excused from performance, and not be liable for damages or costs of any kind, including but not limited to penalties and/or liquidated damages for late delivery, for failure to deliver resulting from an authority's denial, withdrawal or delay in granting such authorisations or licences.
- 17.7 HUBER+SUHNER 保留拒绝签订或履行任何订单的权利, 并取消任何订单, 如果 HUBER+SUHNER 自行确定签订此类订单或与此类交易有关的履行将违反其受制于的任何出口管制和制裁规则。如果因政府拒绝、撤回或延迟授予此类授权或许可, HUBER+SUHNER 将被免除履行责任, 且不对任何类型的损害或费用负责, 包括但不限于迟延交付的罚款和/或违约金。
- 17.8 A breach of the foregoing paragraphs shall constitute a substantial breach of the sale and supply contract effective between HUBER+SUHNER and the Buyer.
- 17.8 违反上述条款将构成对 HUBER+SUHNER 与买方之间有效的销售和供应合同的重大违约。

18. Jurisdiction and applicable law

18. 管辖地和适用法律

18.1 The place of jurisdiction and the place of performance shall be Shanghai Pudong New Area. HUBER+SUHNER shall, however, be entitled to bring any action against the Buyer before the competent court at the Buyer's registered address.

18.1 买方和 HUBER+SUHNER 的管辖地和履行地均应为上海市浦东新区。但是，HUBER+SUHNER 仍应有权向买方注册地的主管法院提起任何法律措施。

18.2 These T&C and all sale and supply agreements that are subject to these T&C shall be governed by the laws of China, without reference to its conflicts of law provisions.

18.2 本条款与条件以及受本条款与条件约束的所有供销合同均应受中华人民共和国适用法律的管辖，但不考虑其法律冲突原则。

HUBER+SUHNER (Shanghai) Co., Ltd.

瀚讯贸易(上海)有限公司

Room 301, 3rd Floor, South Side, 1st Building, No.24, Jia Feng Road-Shanghai, Shanghai, Shanghai Pilot Free Trade Zone, China

中国（上海）自由贸易试验区加枫路 24 号 1 幢三层南部位 301 室

+86 21 5190 1111

HUBER+SUHNER Cable& Connector Manufacture (Changzhou) Co., Ltd

瀚讯电缆连接器制造（常州）有限公司

No.6, Xin Yong Road, Wujin District, 213164 Changzhou, Jiangsu Province, China
江苏省常州市武进高新技术产业开发区新永路 6 号

+86 519 6889 6666

HUBER+SUHNER Cable& Connector Trading (Shanghai) Co., Ltd

瀚讯电缆连接器商贸(上海)有限公司

2nd Floor, 13th Building, No.27, Xin Jin Qiao Road-Shanghai, Shanghai, Shanghai Pilot Free Trade Zone, China

中国（上海）自由贸易试验区新金桥路 27 号 13 号楼 2 楼

+86 21 519 1111