

General Terms and Conditions of Sale and Supply

通用供銷條款與條件

1. General

1. 一般規定

- 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 HUBER & SUHNER (HONG KONG) LIMITED (“**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 本通用供銷條款與條件（下稱“條款與條件”）應適用於並納入與【灝訊（香港）有限公司】（下稱“**HUBER+SUHNER**”）簽訂的所有供銷協議，也適用於 HUBER+SUHNER 提供的所有報價、報盤和交付。本條款與條件不適用於 HUBER+SUHNER 提供的開發、工程以及其他服務，同時不包括產品樣本的交付。
- 1.2 The applicability of the general terms and conditions of the buyer (“**Buyer**”) is hereby expressly rejected.
- 1.2 本文件明確否決買方（下稱「買方」）通用條款與條件的適用性。
- 1.3 No amendment to these T&C may be agreed other than in writing 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 除非以書面形式經雙方授權代表簽署並加蓋公司公章，否則不得對本條款與條件做出任何修訂。且此等修改僅適用於特定供銷協議，不適用於任何其他協議，但 HUBER+SUHNER 以書面明確同意和確認的除外。
- 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. For the avoidance of doubt, any provision herein which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these T&C.
- 1.4 萬一銷售和供應協議或本條款和條件的某項條款被證明無效、失效或不可執行，該事實不應影響其他條款的有效性。無效條款應由具有法律和經濟效力的有效條款替代，該有效條款應盡可能與無效條款相似。為避免疑義，本條款中任何無效或不可執行的條款應在其無效或不可執行的範圍內被視為可分割，且不影響本條款和條件的任何其他條款。
- 1.5 These T&C shall replace all earlier general terms and conditions of sales and supply of HUBER+SUHNER.
- 1.5 本條款與條件應取代 HUBER+SUHNER 所有之前的通用供銷條款與條件。

2. Order procedure

2. 訂單程序

- 2.1 Offers and quotations by HUBER+SUHNER shall be valid for the period specified in the offer/quotation. Offers or quotation which do not stipulate a validity period are not binding upon HUBER+SUHNER.
- 2.1 如適用，則 HUBER+SUHNER 的報價及報盤應在相應報價/報盤中規定的期限內有效；若報價/報盤中未規定有效期，則有效期最長應為自報價/報盤提供給買方之日起九十（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 手冊、目錄、資料表或首頁中包含的價格、價目表、資訊和規格僅供參考，對 HUBER+SUHNER 不具約束力，HUBER+SUHNER 可在其認為必要時修改此類資訊。
- 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. For sake of clarity a quotation is not an obligation or offer to sell and supply, but is an invitation to submit an order and no contractual relationship arises therefrom.
- 2.3 買方的訂單（「訂單」）應以書面或電子方式發出。訂單僅在 HUBER+SUHNER 以書面或電子方式確認（「訂單確認」）後才對 HUBER+SUHNER 具有約束力。訂單確認可以在 ERP 表格上有效發出，無需簽名。為避免歧義，報價不是銷售和供應的義務或要約，而是提交訂單的邀請，因此不產生任何合約關係。
- 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 除本條款與條件之外，訂單確認書中的個別規格或特殊條件也應適用，且在兩者發生衝突時，訂單確認書中的個別規格或特殊條件應優先適用。
- 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 訂單不可取消。對於買方要求的任何訂單修改，均需 HUBER+SUHNER 發出新的訂單確認書。否則，初始訂單確認書應繼續適用。修改要求可能會導致報價和交貨期發生變動，以及對已生產/組裝的貨物及已採購的材料的賠償。

3. Description of products

3. 產品描述

- 3.1 The products and ancillary services to be supplied by HUBER+SUHNER are exhaustively specified in the Order Confirmation and in appendices thereto.
- 3.1 HUBER+SUHNER 擬提供的產品均詳盡列於訂單確認書及其附件。
- 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 就電纜交付而言，HUBER+SUHNER 有權將供應量控制在高於或低於訂單確認書中所述供應量的 10%。如需規定具體（最低）訂單數量，在下訂單和附加費到期應付時，應作特別說明。

4. Drawings, technical documents, intellectual property rights, tools

4. 圖紙、技術檔、智慧財產權、工具

- 4.1 HUBER+SUHNER and Buyer retain all rights to technical documents provided by them. The recipient of such documents recognizes these rights and shall not make such documents available to any third parties, either in whole or in part, nor use them for purposes other than those for which they were handed over without the prior written consent of the other party.
- 4.1 HUBER+SUHNER 和買方保留對其提供的技術文件的所有權利。此類文件的接收者承認這些權利，且未經另一方事先書面同意，不得將此類文件全部或部分提供給任何第三方，也不得將其用於交付目的以外的其他用途。
- 4.2 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' prior written consent.
- 4.2 HUBER+SUHNER 產品的相關圖面、技術文件、模型、標準、樣品、草圖、設計等及所有已註冊及未註冊的智慧財產權均為 HUBER+SUHNER 及其關聯公司的獨有財產。未經 HUBER+SUHNER 的事先書面同意，買方不得將任何圖紙、樣品、草稿、設計等用於交付、複製或傳遞給第三方的目的以外的目的。
- 4.3 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.
- 4.3 若 HUBER+SUHNER 根據買方向其提供的圖面、技術文件、模型或標準製作產品，HUBER+SUHNER 則對侵犯第三方智慧財產權及由此產生的索賠不承擔任何責任。買方應全額賠償 HUBER+SUHNER 遭受的任何第三方索賠。

- 4.4 Tools and molding tools of all kinds remain in all cases the property of HUBER+SUHNER the exception to those provided by the Buyer.
- 4.4 在任何情況下，所有類型的工具和成型工具均屬於 HUBER+SUHNER 的財產，買方提供的除外。
- 4.5 Special conditions are to be agreed for tools and molding tools provided by the Buyer to HUBER+SUHNER. The costs for servicing and maintaining those tools are to be borne in all cases by the Buyer. The costs for storing these tools are within the responsibility of HUBER+SUHNER, for a maximum period of five years after the last delivery was executed.
- 4.5 對於買方向 HUBER+SUHNER 提供的工具和成型工具，應商定特殊條件。在所有情況下，維修和維護這些工具的費用均由買方承擔。儲存這些工具的費用由 HUBER+SUHNER 承擔，最長期限為最后一次交付執行後五年。

5. Prices

5. 價格

- 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 除非訂單確認書中另有說明，否則，所有價格均應為 FCA 價格（根據訂單確認書發出時有效的《國際貿易術語解釋通則》），以訂單確認書中說明的貨幣支付，且不作任何扣除。如需包裝，則包裝成本將由買方承擔。
- 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 所有報價均為淨價格，不包含商品及服務稅、增值稅或類似稅費。因此，除本文件規定的價格外，適用於商品供銷的任何現行或未來稅費均應由買方額外支付。
- 5.3 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).
- 5.3 對於依賴原料的產品（如銅、銀等），最終價格應以訂單確認前一天根據報價的原物料交易所價格（例如，LME 價格）來決定。
- 5.4 HUBER+SUHNER reserves the right to adjust the prices to reflect any increase in the costs of HUBER+SUHNER (including, without limitation, due to any change of law or new law, foreign exchange fluctuations, taxes and duties and costs of labor, raw materials, and other manufacturing costs) between the submission of a tender or quotation and the contractually agreed performance. In such a case the adjustment shall be made according to the applicable rate as conclusively determined by HUBER+SUHNER to the customer.
- 5.4 HUBER+SUHNER 保留調整價格的權利，以反映 HUBER+SUHNER 成本的任何增加（包括但不限於由於法律或新法律的任何變更、外匯波動、稅收和關稅以及勞動力成本、原材料和其他製造成本）在提交投標或報價與合約約定的履

行之間。在這種情況下，應根據 HUBER+SUHNER 向客戶最終確定的適用費率進行調整。

5.5 In addition, an appropriate price adjustment shall apply if:

5.5 此外，在以下情況中，應進行適當的價格調整：

- the delivery time has been subsequently extended due to any reason stated in Paragraphs 6.4 or 12.1 or
- 交貨期因第 6.4 條或第 12.1 條所述的任何原因而延長，或
- the nature or the scope of the agreed products to be supplied has changed or
- 擬提供之約定產品的性質或範圍發生變化，或
- the design, the material or the execution has undergone changes because any documents furnished by Buyer were not in conformity with the actual circumstance, or were incomplete, and the Buyer did not draw or was late in drawing the attention to requested standards and regulations.
- 由於買方提供的任何文件與實際情況不符或不完整，且買方未提請或遲於提請注意所要求的標準和規定，設計、材料或執行發生了變化。

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 除非另有明確約定，交貨應依訂單確認書中指定的地點依照 FCA（依據訂單確認書發出時有效的《國際貿易術語解釋通則》）進行。

6.2 Delivery dates should be regarded as approximate only and time for delivery shall not be of essence unless previously agreed in writing by HUBER+SUHNER. 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 交付日期應僅被視為大致日期，除非 HUBER+SUHNER 事先書面同意，否則交貨時間並非關鍵。在規定的交付日期之後的交付不應被視為 HUBER+SUHNER 的違約行為，並且買方沒有權利獲得任何補救措施，也不免除買方接受交付的義務。

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

6.3 交貨期應自下列日期（以時間最晚者為準）開始計算：

- the date on which the sale and supply agreement is entered into (date of the Order Confirmation)
- 供銷協議簽訂日（訂單確認書日期），
- 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 收到供應產品所需的全部文件、資訊、許可、豁免、批准、配額等的日期，
 - 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 收到其在供銷協議下有權收到的預付款或保證金之日。
- 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 特別是在需採購材料和產品供應稀缺的情況下，HUBER+SUHNER 可能會無責任地延長交貨時間表。
- 6.5 Compliance with any agreed delivery time is conditional upon Buyer's fulfilling its contractual obligations, especially its payments and co-operation responsibilities. If time is of essence and instead of a specific date a delivery period has been agreed, the first working day after the delivery period shall be considered as delivery date.
- 6.5 遵守任何約定的交貨時間取決於買方履行其合約義務，特別是其付款和合作責任。如果時間很重要，並且約定了交貨期而不是具體日期，則交貨期後的第一個工作日應被視為交貨日期。
- 6.6 HUBER+SUHNER is entitled to make partial deliveries.
- 6.6 HUBER+SUHNER 享有進行部分交貨的權利。
- 6.7 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.
- 6.7 若買方延遲收貨，則 HUBER+SUHNER 有權收取倉儲費用。第 7.8 條應適用。在此情況下，風險應在產品被視為根據適用的國際貿易術語解釋通則交付之時轉移至買方。
- 6.8 Notwithstanding that HUBER+SUHNER may have delayed or failed to deliver the products (or any part of them) promptly, the Buyer shall be bound to accept delivery and to pay for the products in full provided that the delivery shall be tendered at any time within three (3) months of the original scheduled date of delivery.
- 6.8 儘管 HUBER+SUHNER 可能延遲或未能及時交付產品（或其任何部分），但買方有義務接受交付並全額支付產品費用，前提是交付應隨時交付原定交貨日期後三(3)個月內。
- 6.9 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.
- 6.9 在未取得 HUBER+SUHNER 的事先書面同意且未提供有效的 RMA 編號的情況下，不得退回 HUBER+SUHNER 提供的產品。任何退貨貨物的費用和風險均由

買方承擔。RMA 編號的有效期限最長為三十（30）天。除非另有說明或雙方另有約定，任何退貨運輸應由買方承擔費用和風險。對於未授權的退貨運輸或帶有過期 RMA 編號的退貨，HUBER+SUHNER 有權收取處置費。

- 6.10 The risk of the supplies shall pass to the Buyer according to the agreed Incoterms clause. As regards on-site supplies, the risk shall pass to the Buyer by the beginning of use of the supplied products.
- 6.10 供應品的風險應根據商定的國際貿易術語解釋通則條款轉移給買方。對於現場供應，風險應在開始使用所提供的產品時轉移給買方。

7. Payment terms

7. 付款條件

- 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 除非訂單確認書或協議中另有規定，否則，買方應在發票日期起三十（30）天內付款。買方應全額支付所簽訂協議項下的所有到期應付款，買方無權就現金折扣、開銷、稅費、徵費、費用、關稅等進行任何扣除。
- 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 HUBER+SUHNER. 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 付款應採用發票上規定的貨幣，即訂單確認書中規定的貨幣，並透過銀行轉帳匯至 HUBER+SUHNER 指定的帳戶。對於透過電子郵件收到的任何帳戶變更指示，買方應與 HUBER+SUHNER 應收帳款部門核實（複核）。對未經驗證的帳戶所做的付款不應免除買方的付款義務。
- 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 若買方認為其有權對 HUBER+SUHNER 提出與協議履行有關的合法要求，並不應免除買方對已交付產品的付款義務。
- 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 若買方的信用額度已用盡，買方則可能負有支付預付款或保證金的義務。HUBER+SUHNER 有權暫停履行其義務，直至買方履行了關於預付款或保證金的合約義務。
- 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 to the Buyer, HUBER+SUHNER is entitled to charge up to 20 % on the net invoice amount.

- 7.5 對於必須在收到訂單後二十四（24）小時內交付或因買方通知的緊急情況而導致生產計劃發生變更的材料和產品，HUBER+SUHNER 最高有權收取淨發票金額的 20%作為額外補償。
- 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 若產品運送或交付因不可抗力而延遲或受阻，或少量、次要零件遺失，或在產品使用不受阻的情況下得以進行交貨後的工作，則仍應遵守付款日期。
- 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 8% 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 若在付款期限結束前未收到付款，買方則被自動視為違約，無需另行通知，並應自約定的付款到期之日起按 8%的年利率支付違約利息。支付利息不會免除買方在約定日期付款的義務或支付損害賠償的義務，此類義務可能超過所述利率。
- 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 for collection of debts according to the applicable laws.
- 7.8 若買方延遲付款或接受 HUBER+SUHNER 的交貨，則 HUBER+SUHNER 有權但並無義務暫停進一步交貨，包括與該部分交貨無關的交貨，直至包括違約利息在內的未付金額全部付清為止。若買方有欠款，對於每筆欠款，HUBER+SUHNER 還應有權向買方發送單方書面通知（但無義務）縮短付款期限或要求提前付款，該通知立即生效且無限期有效。此外，HUBER+SUHNER 有權根據適用法律收取債務催收的行政費用以及合理的法律成本（包括訴訟費用、仲裁費以及律師費等）。
- 7.9 The Buyer is not permitted to offset its outstanding receivables against those of HUBER+SUHNER.
- 7.9 買方不得以其自身的未結應收款沖抵 HUBER+SUHNER 的未結應收款。

8. Right of retention and cancellation, reservation of title

8. 保留權,取消權和保留所有權

- 8.1 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.

- 8.1 若買方不履行或延遲履行，或由正當理由懷疑買方無法履行其對 HUBER+SUHNER 的合約義務，或買方破產、暫停付款、完全或部分停工、清算或轉讓其業務或對其業務設置權利負擔（包括轉讓或抵押其應收帳款的重要部分），或屬於買方的任何財物以臨時扣押或執行判決的方式被查封時，HUBER+SUHNER 應有權在無須發出違約通知或者司法介入的情況下，中止執行供銷協議，或部分或全部解除協議，HUBER+SUHNER 無須承擔任何賠償或保證責任，且不會影響 HUBER+SUHNER 的任何其他權利。此外，HUBER+SUHNER 還有權延遲履行其義務且無須無需對此承擔任何責任，直到買方按 HUBER+SUHNER 決定的金額支付充足的保證金或預付款。
- 8.2 HUBER+SUHNER shall remain the owner of all supplies until having received the full and final payments in accordance with the Order Confirmation. The Buyer shall, at the request of HUBER+SUHNER, do or procure the doing of all such acts and will execute or procure the execution of such documents as HUBER+SUHNER may consider necessary or desirable, or useful for the protection of HUBER+SUHNER title.
- 8.2 HUBER+SUHNER 仍是所有供應品的所有者，直至收到訂單確認中規定的全額最終付款。買方應根據 HUBER+SUHNER 的要求，實施或促使實施所有此類行為，並將執行或促使執行 HUBER+SUHNER 認為必要或可取或有助於保護 HUBER+SUHNER 所有權的文件。
- 8.3 Until property in or title to the supplies pass to the Buyer in accordance with Paragraph 8.2 hereinabove, Buyer shall hold all supplies and each of them on a fiduciary basis as bailee for HUBER+SUHNER. The Buyer shall store the supplies (at no cost to HUBER+SUHNER) separately from all other goods in its possession and shall mark them in such a way that they are clearly identified as HUBER+SUHNER's property. The Buyer shall not encumber such supplies in any manner whatsoever.
- 8.3 在根據上文第 8.2 條將供應品的財產或所有權轉移給買方之前，買方應作為 HUBER+SUHNER 的受託人以信託方式持有所有供應品以及每件供應品。買方應將供應品與其擁有的所有其他貨物分開存放（HUBER+SUHNER 不承擔任何費用），並以明確標識為 HUBER+SUHNER 財產的方式對其進行標記。買方不得以任何方式對此類供應品設定任何負擔。

9. Inspection, defects

9. 檢查、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 買方應盡快但不晚於交貨後兩個工作日，對已交付的產品（包括部分交付的產品）進行檢驗，並應最晚於檢驗後二十四（24）小時內立即以書面或電子郵件的形式向 HUBER+SUHNER 通報任何缺陷或不足。若在檢驗過程中未能發現缺陷或不足，買方應立即以書面或電子郵件的形式通知 HUBER+SUHNER，但至少應在發現缺陷或不足後的二十四（24）小時內通知 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 上述通知應包含所述缺陷和不足的完整說明及發現缺陷和不足的資訊。
- 9.3 Any claim made by the Buyer with regard to delivered products shall also be extinguished if:
- 9.3 在以下情況中，買方對已交付的產品提出的任何索賠應取消：
- 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,
 - 買方未能在上文第 9.1 條所述的適當時間將產品缺陷或不足告知 HUBER+SUHNER,
 - the defects or deficiencies were caused by normal wear and tear or other reasons described in Paragraph 10.4,
 - 產品缺陷或不足是由正常磨損或第 10.4 條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,
 - 產品瑕疵或不足是由買方或其他實體對產品的不當處理、使用、儲存或處理所造成;
 - the subject of the agreement is delivery of used products,
 - 協議標的是交付二手產品,
 - the Buyer has prevented HUBER+SUHNER from investigating the products for defaults and deficiencies,
 - 買方阻止 HUBER+SUHNER 對產品缺陷和不足進行調查,
 - the products have been processed or mixed and it is impossible to identify them as products originating from HUBER+SUHNER.
 - 產品已加工或混合，無法辨識產品來源是否為 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 在收到買方通知後，HUBER+SUHNER 有權對所述的產品缺陷或不足進行檢驗。檢驗地點和時間應與買方商定。
- 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 任何退貨必須事先獲得 HUBER+SUHNER 的授權並提供有效的 RMA 編號。RMA 編號的有效期限為最長三十（30）天。未經授權的退貨或有過期 RMA 編號的退貨將被拒絕，HUBER+SUHNER 可自行決定是否收取處理費。
- 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 任何類型的產品缺陷或不足均不會使買方享有除本條款與條件明確規定之權利或索賠以外的其他權利或索賠。需要特別說明的是，部分交付的產品有缺陷或不足不會使買方有權拒收整批貨物交付。潛在投訴不會對買方的付款義務造成任何影響。

10. Guarantee, liability for defects

10. 保證、缺陷責任

10.1 Guarantee period

10.1 保證期

The warranty period for all HUBER+SUHNER supplies is one (1) year and commences upon delivery. In case of partial deliveries, the period mentioned above shall be enforced individually. If dispatch is delayed due to reasons or factors beyond HUBER+SUHNER's control, the guarantee period shall end not later than eighteen (18) months after HUBER+SUHNER's notification that the products are ready for dispatch.

所有 HUBER+SUHNER 耗材的保固期為一 (1) 年，自交貨日起開始計算。如果是分批交貨，則上述期限應單獨執行。若因 HUBER+SUHNER 無法控制的原因或因素導致出貨延遲，則保固期應在 HUBER+SUHNER 通知產品可供出貨後十八 (18) 個月內結束。

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.

對於更換或維修的產品或產品零件，保固期隨著原始保固期屆滿而終止，除非適用法律有強制性規定，對此問題有不同的規定。

The guarantee expires immediately if the buyer or a third party performs inappropriate modifications or repairs or if the Buyer, in case of a defect, does

not immediately all appropriate steps to mitigate the damage and to notify HUBER+SUHNER in writing or electronically of the defect and to allow HUBER+SUHNER to remedy such defect.

如果買方或第三方進行不適當的修改或維修，或者如果買方在出現缺陷時沒有立即採取適當措施來減輕損害並以書面或電子方式通知 HUBER+SUHNER 缺陷並允許 HUBER+SUHNER 對此進行修復，則保固立即失效。

10.2 Liability for defects in material, design and workmanship

10.2 材料、設計和工藝缺陷的責任

HUBER+SUHNER shall provide subsequent performance for defective supplies by, at its sole discretion, either eliminating the defect (rectification of defect) or delivering products free of defects (subsequent delivery). Replaced parts shall become HUBER+SUHNER property. HUBER+SUHNER bears the costs of remedying the defective parts in its works. The repair and replacement costs outside the works of HUBER+SUHNER are to be borne by Buyer.

HUBER+SUHNER 應自行決定消除缺陷（糾正缺陷）或交付無缺陷的產品（後續交付），從而為有缺陷的供應提供後續履行。被更換的部件應成為 HUBER+SUHNER 的財產。HUBER+SUHNER 承擔在其工廠內修復缺陷部件的費用。HUBER+SUHNER 工廠以外的維修和更換費用由買方承擔。

10.3 Liabilities for express warranties

10.3 明示保證的責任

Express warranties are only those, which have been expressly specified as such in the Order Confirmation. An express warranty is valid until the expiry of the guarantee period at latest, unless an extended period has been agreed upon. If the express warranties are not or only partially achieved, HUBER+SUHNER has the right to carry out improvements. The Buyer shall give HUBER+SUHNER sufficient time and shall extend its assistance and cooperation to enable HUBER+SUHNER to carry out such improvements. If such improvements fail completely or in part, the Buyer may claim a reasonable reduction of price.

明示保證僅限於訂單確認中明確指定的保證。明示保固最遲在保固期屆滿前有效，除非雙方同意延長保固期。如果明示保證未實現或僅部分實現，HUBER+SUHNER 有權進行改進。買方應給予 HUBER+SUHNER 足夠的時間，並應提供協助與合作，以使 HUBER+SUHNER 能夠進行此類改進。如果此類改進完全或部分失敗，買方可以要求合理的降價。

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.

對於新收發器，雙方可以以明示保固的形式商定可選的不可轉讓的「有限終身保固」。此終身保固期最長為五 (5) 年。有關 HUBER+SUHNER 產品使用壽命任何其他聲明均純粹是指示性的，並不構成保證。HUBER+SUHNER 對 HUBER+SUHNER 產品（收發器除外）的使用壽命不提供任何保固。

10.4 Exclusion from the liability of defects

10.4 缺陷責任的排除

Excluded from HUBER+SUHNER guarantee and liability for defect are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship or which are 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.

HUBER+SUHNER 的保證和缺陷責任不包括所有無法證明其源於不良材料、設計缺陷或工藝不良的缺陷，或由 HUBER+SUHNER 不負責的情況引起的缺陷，例如但不限於買方安裝不當或不充分、維護或不正確操作、操作條件不當、未能適當存儲產品、壓力過大、未經 HUBER+SUHNER 書面同意進行的維修和修改、買方不當進行的維修和修改、不使用原裝備件以及不影響產品功能的正常磨損和外觀缺陷。

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.

在法律允許的最大範圍內，HUBER+SUHNER 否認所有其他明示或暗示的保證和陳述，包括但不限於適銷性保證。

10.5 Supplies of sub-suppliers

10.5 次級供應商的供應

For supplies, parts, products and services of sub-suppliers prescribed by the Buyer, HUBER+SUHNER assumes liability only to the extent of such sub-suppliers' liability obligations towards HUBER+SUHNER

對於買方規定的下級供應商的供應品、零件、產品和服務，HUBER+SUHNER 僅在該下級供應商對 HUBER+SUHNER 承擔的責任範圍內承擔責任。

10.6 Exclusivity of liability claims

10.6 責任索賠的排他性

With respect to any 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 claims of cancellations or damages or to any rights or claims expressly stipulated in Paragraphs 10.1 to 10.5. 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.

對於任何有缺陷的材料、不良的設計或不良的工藝以及任何未能履行明示保證的情況，買方無權提出任何取消或損壞的索賠或第 10.1 至 10.5 段中明確規定的任何權利或索賠。特別是，在沒有決定性的情況下，明確排除賠償調查和撕裂和更換費用、降價或取消或終止相關銷售和供應協議的任何損害賠償。

10.7 Liability for additional obligations

10.7 額外義務的責任

HUBER+SUHNER is only liable to the extent of unlawful intent or gross negligence as far as claims arising out of faulty advice and the like or out of breach of any additional obligation concerned.

HUBER+SUHNER 僅在非法意圖或重大過失的範圍內，就因錯誤建議等或因違反任何相關附加義務而引起的索賠承擔責任。

10.8 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of HUBER+SUHNER.

10.8 未經 HUBER+SUHNER 事先書面批准，不得將保固權利和補救措施轉讓給任何第三方。

11. Software

11. 軟體

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 is only permitted together with the product.

11.1 HUBER+SUHNER 隨產品提供的所有軟體，包括韌體，仍歸 HUBER+SUHNER 所有。買方獲得使用該軟體的非獨佔權利，包括任何相關文件和更新，以便使用隨軟體一起提供的產品。買方未經授權不得反編譯或逆向工程該軟體。使用權只得與產品一起才允許轉移。

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 的事先書面同意，不得向任何第三方披露任何程序、文檔或後續升級，也不得複製或以其他方式複製，即便是出於買方的內部需要，出於安全考慮，也只能提供一份備份副本。

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 與第三方提供的軟體有關的授權內容和範圍取決於該第三方供應商的授權條件。

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 所有其他權利，特別是版權及相關使用權利和權力，均屬於 HUBER+SUHNER 和/或該第三方供應商，且無任何限制。

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 軟體保固期為六（6）個月，自產品交付日開始計算。HUBER+SUHNER 保證，軟體基本上符合訂單確認書中的規格。除前述規定外，軟體以「現況」提供。在任何情況下，HUBER+SUHNER 均不保證軟體不存在任何錯誤、漏洞，亦不保證軟體使用不受干擾。就第三方根據許可提供的軟體而言，其保固期與 HUBER+SUHNER 有權向其買方提供的保固期相同。除本第 11.5 條的規定外，第 11 條應適用於有關軟體缺陷和保固的全部索賠。HUBER+SUHNER 的保固義務不包括定期漏洞修復和升級，需另行約定。

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 雙方應有權暫停履行合約義務，無需承擔任何責任，前提是，此等合約義務的履行是因以下任何情形（不可抗力事件）而受阻：戰爭、武裝衝突、內戰、恐怖主義行為、破壞、流行病、權利行為、天災、爆炸、火災、罷工、制裁和出口限制的實施。
- 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 如果未來的情況仍然不確定，在不可抗力事件期間或在不可抗力事件停止後下的採購訂單的交貨期不具有約束力（例如，在全國或全球性流行病的情況下），如果供應商的供應鏈受到上述情況的影響，則需要對交貨期進行調整。交貨期到期後，供應商不構成違約，也不產生違約後果。供應商不承擔任何約定的延期付款（如違約金或罰金）、損害賠償或補償或任何其他原因的付款。雙方將根據具體情況約定較遲的交貨期。
- 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 宣稱受不可抗力事件影響的一方應毫不遲延地在該事件發生和結束時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續時間超過六（6）個月的，任何一方均有權立即解除協議，且不承擔任何責任。

13. Non-performance, bad performance and their consequences

13. 不履行、不良履行及其後果

- 13.1 In all cases of bad performance or non-performance not expressly covered by these T&C, in particular if HUBER+SUHNER, without any valid reasons, starts execution of the supplies so late that punctual completion is unlikely to be foreseen, or if any execution contrary to an Order can be clearly foreseen due to HUBER+SUHNER fault, then the Buyer shall grant a reasonable period for HUBER+SUHNER to remedy the bad performance or non-performance. If such additional period lapses due to HUBER+SUHNER fault, the Buyer shall be entitled to terminate the Order and claim refund of payments already made.
- 13.1 在本條款與條件中未明確涵蓋的所有不良履行或不履行的情況下，特別是如果 HUBER+SUHNER 在沒有任何正當理由的情況下開始執行供應品的時間太晚以至於不太可能預見準時完成，或者如果任何執行由於 HUBER+SUHNER 的過錯，可以清楚地預見到與訂單相反的情況下，則買方應給予 HUBER+SUHNER 合理的期限來糾正不良履約或不履約行為。如果由於 HUBER+SUHNER 的過失導致該額外期限失效，買方有權終止訂單並要求退還已支付的款項。
- 13.2 In such a case Paragraph 14 shall apply to regard to any claims for damages on the part of the Buyer and with exclusion of any further liability, and any claim for damages shall be limited to 10% of the Order value affected by such termination.
- 13.2 在這種情況下，第 14 段應適用於買方提出的任何損害索賠，且不包括任何進一步的責任，任何損害索賠應限於受此類終止影響的訂單價值的 10%。

14. Limitation of liability

14. 責任限制

- 14.1 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.
- 14.1 HUBER+SUHNER 在供銷協議下的責任應僅限於履行合約義務。在任何情況下，HUBER+SUHNER 的責任都應限於賠償直接損害。在法律允許的範圍內，特此明確排除對間接和後果性損害、利潤損失、收入損失、資料遺失、使用損失的任何其他責任。在任何情況下，HUBER+SUHNER 的責任不得超過訂單確認書約定的價值。

- 14.2 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, but does not apply to unlawful intent or gross negligence of persons employed or appointed by HUBER+SUHNER.
- 14.2 不論基於何種理由（包括但不限於損害、降價、合約終止或撤銷），買方均不享有任何權利或索賠，但本條款與條件中明確提及以及因 HUBER+SUHNER 故意或重大過失行為所導致的損害除外。
- 14.3 Any potential liability, to the extent legally permissible, is limited in any event to the order value of those HUBER+SUHNER products or services, from which the liability arises.
- 14.3 在法律允許的範圍內，任何潛在的責任在任何情況下應限於引起責任的 HUBER+SUHNER 產品的訂單價值。

15. Return of packaging material and recycling

15. 包裝材料的退還與回收

- 15.1 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.
- 15.1 一般而言，包裝材料不可退還。是否回收包裝材料由 HUBER+SUHNER 酌情決定，且不會導致買方產生任何額外付款，但運費必須由買方全額支付。
- 15.2 HUBER+SUHNER is not obliged to recycle products delivered by HUBER+SUHNER, unless such obligation arises from the provisions of law.
- 15.2 HUBER+SUHNER 無義務回收 HUBER+SUHNER 交付的產品，除非法律另行規定。
- 15.3 The Buyer shall not be entitled to any rights regarding the return of packaging material or the recycling of products delivered by HUBER+SUHNER.
- 15.3 買方無權享有與退還包裝材料或回收 HUBER+SUHNER 所交付產品有關的任何權利。
- 15.4 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.
- 15.4 包裝線盤/筒/捲盤可以回收，無須向買方支付任何額外費用，前提是包裝線盤/筒/捲盤均處於良好使用狀態，且運費已由買方全額支付。

16. Right of recourse of HUBER+SUHNER

16. HUBER+SUHNER 的追償權

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.

若因買方或買方所僱用或任命之人為履行任何義務所實施的作為或不作為，導致人身傷害、第三方財產受損或其他損害，且 HUBER+SUHNER 被提出索賠，那麼，HUBER+SUHNER 應有權向買方追償。買方應充分賠償 HUBER+SUHNER 並保護其不受損害。

17. Personal data

17. 個人數據

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 applying the provisions of the applicable laws.

若有必要收集個人資料，以履行任何受制於本條款與條件的供銷協議，則 HUBER+SUHNER 將根據適用法律的規定收集個人資料。

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

更多資訊請參閱 HUBER+SUHNER 資料保護聲明 [<https://www.hubersuhner.com/en/data-protection-statement>]。

18. Confidentiality, Compliance, Trade Compliance

18. 保密、合規與貿易合規

18.1 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.

18.1 HUBER+SUHNER 和買方應對另一方的任何業務資訊保密，不得向任何第三方披露此等資訊。前述業務資訊應進行廣義解釋，包括另一方所揭露的或因履行協議而揭露或獲知的任何資訊。雙方可以簽訂額外的保密協議，對保密義務進行規定。

18.2 The Buyer shall at all-time comply with applicable laws, regulations and standards.

18.2 買方應隨時遵守適用的法律、法規和標準。

18.3 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.

18.3 買方聲明，其熟悉 HUBER+SUHNER 頒布的道德和合規規則，特別是《負責任的商業行為準則》，並且應毫無例外地遵守這些規則。

18.4 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.

- 18.4 買方不得直接或間接向任何被禁止銷售、出口或重新出口的個人或國家銷售、出口或再出口由 HUBER+SUHNER 根據訂單提供的任何資訊、技術資料和產品，也不得在未獲得出口許可或其他政府批准的情況下進行銷售、出口或再出口，或向實施了製裁或禁運的國家銷售、出口或再出口。
- 18.5 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.
- 18.5 買方不得直接或間接向俄羅斯聯邦出售、出口或重新出口 HUBER+SUHNER 根據訂單或與訂單有關供應的任何產品，這些產品屬於任何與烏克蘭局勢相關的製裁法律和法規的適用範圍，特別是（但不限於）歐盟國家、英國和瑞士主管機關發布的法律、法規和措施。買方應建立並維護一個適當的監控機制，以檢測商業鏈下游任何第三方的行為。
- 18.6 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 18.4 and 18.5. 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.
- 18.6 應 HUBER+SUHNER 的要求，買方同意定期提供書面證明，以確認第 18.4 條和 18.5 條所含聲明和契約的持續準確性。買方應提供法律、法規要求或 HUBER+SUHNER 合理要求的所有文件，以證明關於出口和/或重新出口的資訊、技術資料和產品。
- 18.7 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.
- 18.7 HUBER+SUHNER 保留拒絕簽訂或履行任何訂單的權利，並取消任何訂單，如果 HUBER+SUHNER 自行確定簽訂此類訂單或與此類交易有關的履行將違反其受制於的任何出口管制和製裁規則。如果因政府拒絕、撤回或延遲授予此類授權或許可，HUBER+SUHNER 將被免除履行責任，且不對任何類型的損害或費用負責，包括但不限於遲延交付的罰款和/或違約金。

18.8 A breach of the foregoing paragraphs shall constitute a substantial breach of the sale and supply contract effective between HUBER+SUHNER and the Buyer.

18.8 違反上述條款將構成對 HUBER+SUHNER 與買方之間有效的銷售和供應合約的重大違約。

19. Jurisdiction and applicable law

19. 管轄地和適用法律

19.1 Buyer irrevocably submits to the exclusive jurisdiction of the courts of Singapore. HUBER+SUHNER shall, however, be entitled to appeal the competent court at the Buyer's registered address.

19.1 買方不可撤銷地服從新加坡法院的專屬管轄權。但是，HUBER+SUHNER 有權向買方註冊地址的主管法院提起上訴。

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

19.2 本條款與條件以及受本條款與條件約束的所有銷售和供應協議均受新加坡法律管轄，而不考慮其法律衝突條款。

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