

General Terms and Conditions of Sale and Supply

通用供销条款与条件

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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 HUBER+SUHNER AG or registered branch of HUBER+SUHNER AG or related entities or related Chinese entities such as HUBER+SUHNER (Shanghai) Co., Ltd., HUBER+SUHNER Cable& Connector Manufacture (Changzhou) Co., Ltd. and HUBER+SUHNER Cable& Connector Trading (Shanghai) Co., Ltd. ("**H+S**"), as well as to all offers, quotations, deliveries and services provided by H+S. These T&C shall not apply to development services provided by H+S 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HUBER+SUHNER AG（下称“**H+S**”）或其注册分公司或相关实体或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）有限公司等签订的所有供销协议，也适用于H+S提供的所有报价、报盘、交货和服务。本条款与条件不适用于H+S提供的开发服务及产品样本的交付。
- 1.2 The applicability of the general terms and conditions of the purchaser ("**Customer**") is hereby expressly rejected.
- 1.2 本文件明确否决买方（下称“**客户**”）通用条款与条件的适用性。
- 1.3 No variation to these T&C may be agreed other than in writing and signed by authorized representatives of the parties. Such variation shall be only applicable to the particular agreement and shall not apply to any other agreements, unless expressly accepted and confirmed by H+S in writing.
- 1.3 对本条款与条件做出任何修改均需采用书面形式并经双方授权代表签字，否则视为无效。且此等修改仅适用于特定协议，不适用于任何其他协议，但H+S以书面形式明确同意和确认的除外。
- 1.4 Should a provision of the agreement or 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 若协议或条款与条件的某项条款被证实为无效、失效或不可执行，该项无效、失效或不可执行的条款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 If a competent authority determines that any provision of the agreement or T&C violates any mandatory provision of law, the latter provision shall be deemed to have replaced it.
- 1.5 若主管当局认定协议或条款与条件的任一条款违反了法律的任何强制规定，该强制规定应被视为取代被认定为违法的条款。
- 1.6 These T&C shall replace all earlier general terms and conditions of sales and supply of H+S.
- 1.6 本条款与条件应取代H+S所有过去的通用供销条款与条件。

2. Offers and contracts

2. 报价和合同

- 2.1 Offers and quotations by H+S shall be valid for the period specified in the offer/quotation, as applicable, or failing that, for a maximum period of 90 days from the date of submission to the Customer.
- 2.1 H+S的报价和报盘有效期应为相应报价/报盘（视情况而定）中规定的期限；若报价/报盘中未规定有效期，有效期最长应为自报价/报盘提供给客户之日起90天。
- 2.2 Prices, price lists, information and specifications contained in H+S brochures, catalogues, data sheets or homepage are given for information purposes only, shall not be binding on H+S, which may modify such information, as it may deem necessary.
- 2.2 H+S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H+S不具有约束力，H+S可在其认为必要时修改此类信息。
- 2.3 Orders by Customers ("**Order**") shall be made in writing, by e-mail, by fax or through SAP. Orders only become binding on H+S after being confirmed by H+S in writing, by e-mail or through SAP ("**Order Confirmation**"). The contract between the parties ("**Contract**") shall become binding only once H+S has confirmed the Order in writing.
- 2.3 客户订单（下称“**订单**”）应以书面形式通过电子邮件，传真或SAP发出。订单仅在H+S通过电子邮件或SAP做出书面确认（下称“**订单确认书**”）后才能对H+S产生约束力。双方签订的合同（下称“**合同**”）仅在H+S以书面形式确认订单后才能产生约束力。
- 2.4 Customers Terms and Conditions contained in their Purchase Orders are not accepted unless explicitly agreed in writing by HUBER+SUHNER.

- 2.4 在以书面形式做出明确同意之前，HUBER+SUHNER视为未接受采购订单中的客户条款与条件。
- 2.5 Individual specifications or special conditions in an Order Confirmation shall apply in addition to these T&C and prevail in case of contradiction.
- 2.5 除本条款与条件之外，订单确认书中的特殊规范或特殊条件也应适用，且在两者发生冲突时，订单确认书中的特殊规范或特殊条件应优先适用。
- 2.6 Orders are not cancelable. Any modification of an Order requested by the Customer requires a new Order Confirmation by H+S in writing, by e-mail, by fax or through SAP. 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 produced goods and sourced materials. Customers understand and agree that H+S shall have the right to charge cancellation fees up to 20% of the original Purchase Orders in the event H+S follows the cancellation request of the Customer.
- 2.6 订单不可取消。对于客户要求的任何订单修改，需H+S通过电子邮件、传真或SAP并以书面形式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，也会导致与已生产货物及已取得材料有关的赔偿。客户理解并同意，如果H+S遵循客户的取消请求，H+S有权收取高达原始采购订单20%的取消费用。

3. Description of Products

3. 产品描述

- 3.1 The products to be supplied by H+S are exhaustively specified in the Order Confirmation and in appendices thereto.
- 3.1 H+S拟提供的产品均列于订单确认书及其附件。
- 3.2 With regard to deliveries concerning cables, H+S reserves the right to over- or under-supply up to 10% for low frequency (LF) cables and 5% for fiber optics (FO)/ radio frequency (RF) cables 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，H+S有权将低频（LF）电缆的供应量控制在高于或低于订单确认书中所述供应量的10%，H+S有权将光纤（FO）/射频（RF）电缆的供应量控制在高于或低

于订单确认书中所述供应量的5%。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 H+S products remain the sole property of H+S. The Customer 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 H+S' prior written consent.

4.1 H+S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H+S的独有财产。如未取得H+S的事先书面同意，客户不得将任何图纸、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 H+S manufactures products according to drawings, technical documents, models or masters provided to H+S by the Customer, H+S does not accept any responsibility for the infringement of intellectual property rights of third parties and claims resulting therefrom. The Customer shall fully indemnify H+S for any third party claims.

4.2 若H+S根据客户向其提供的图纸、技术文件、模型或标准制作产品，H+S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。客户应全额赔偿H+S遭遇的任何第三方索赔。

5. Prices

5. 价格

5.1 Unless otherwise stated in the Order Confirmation, all prices shall be ex work (according to the Incoterms in force at the moment of the Order Confirmation), excluding packing, freely available in the currency stated in the Order Confirmation without any deductions whatsoever. If packing is required, the costs will be passed on to the Customer. Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the Customer. Any sales, use, excise, customs, or value added tax, which may be imposed upon the sale or use of the products, shall be in addition to the

offered/quoted/confirmed prices and shall be paid by the Customer. Likewise, the Customer shall bear any and all other taxes, fees, levies, customs duties and the like which are levied out of or in connection with the fulfillment of the Order, or shall refund them to H+S against adequate evidence in case H+S is liable for them.

- 5.1 除非订单确认书中另有规定，否则，所有价格均应为工厂交货价（根据订单确认书发出时有效的《国际贸易术语解释通则》），不含包装，以订单确认书中规定的货币支付，且不作任何扣除。如需进行包装，包装费应由客户承担。任何及所有附加费用，如但不限于运费、保险费、出口费、过境费、进口费和其他许可证费用及认证费用，均应由客户承担。产品销售或使用可能被征收的任何销售税、使用税、消费税、关税或增值税应为报价/报盘/确认价格之外的额外费用，且应由客户支付。同样地，客户应承担因订单履行而产生的或与订单履行有关的所有其他税费、费用、征费、关税等，或在有充分证据的情况下，向H+S退还这些费用，以避免H+S承担这些费用。
- 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 Customer in the amount specified by applicable law.
- 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应由客户按照适用法律规定的金额额外支付。
- 5.3 All offered, quoted and confirmed prices are based on the market conditions and exchange rate situation (including, but not limited to market prices of the products, wage rates, raw material prices, transportation, personnel costs, insurance, exchange rates, taxes and other financial charges) known to H+S on the day of the offer, quotation or Order Confirmation. H+S reserves the right to increase the final prices in case of change of market conditions and exchange rate situation between the date of submission of the offer or quotation or Order Confirmation and the delivery date. The adjustment shall be noticed to the Customer in writing and shall be made in accordance with changed market conditions and exchange rate situation.
- 5.3 所有报价、报盘价和确认价均基于H+S在报价、报盘或订单确认书发出之日知晓的市场条件和汇率状况（包括但不限于产品市价、工资水平、原材料价格、运输成本、人员成本、保险费、汇率、税费和其他财政支出）。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，市场条件和汇率状况发生变化，H+S则有权提高最终价格。价格调整应以书面形式告知客户，并根据变化后的市场条件和汇率状况执行。

5.4 Unless otherwise stated in the Order Confirmation, copper prices of certain copper cables, however, are based on the Shanghai Metal Exchange (SHMET) exchange price in CNY as of the day of the offer. In this case, the final invoice price of such cables is based on the SHMET stock exchange price as of the day prior to the order acknowledgement, plus purchasing costs. The difference between the two SHMET prices increases or reduces the final sales price accordingly.

5.4 除非订单确认书中另有规定，否则，部分铜缆的铜价应基于报价日的上海金属网价格（人民币）。在此种情况下，此类电缆的最终发票价应基于订单确认之前的上海金属网价格，再加上采购成本。两个上海金属网价格之间的差异会引起最终销售价的上升或下降。

5.5 If the price increase amounts to more than 15% of the original price, the Customer may terminate the agreement in writing, within 3 (three) days from the date of receiving the notice on increasing the price from H+S.

5.5 若价格涨幅超过原价格的15%，客户则可以在收到H+S的加价通知之日起3（三）天内书面终止协议。

In addition, an appropriate price adjustment shall apply if:

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 6.5 or 13.1 or
- 交货期因第6.5款或第13.1款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. 交货

6.1 Unless expressly otherwise agreed, delivery shall be made accordingly to the “Free Carrier” (FCA) rule, from the place indicated in the agreement or – in case of lack of this provision in the agreement – from the premises of H+S indicated in the Order Confirmation. The interpretation of the terms and conditions of delivery shall be governed by the latest version of the Incoterms in effect at the time the purchase agreement was entered into.

- 6.1 除非另有明确约定，否则，交货应按照“货交承运人（FCA）”规则，在本协议指定的地点或（在本协议中缺少本条款的情况下）订单确认书指定的H+S场所交货。交货条款与条件应根据采购协议签订时有效的最新版《国际贸易术语解释通则》进行解释。
- 6.2 Delivery dates should be regarded as approximate only. Delivery after the stated delivery date shall not be treated as a breach of contract by H+S and shall not entitle the Customer to any remedy and does not relieve the Customer 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被视为H+S违约，不应使客户有权获得任何救济，亦不能免除客户的验收义务。
- 6.3 In the event of late delivery due to the proved fault of H+S, i.e. unlawful intent or gross negligence of H+S, the Customer cannot derive any rights from late delivery due to the fault of H+S, if the delay does not exceed a period of two (2) months other than to dissolve the agreement. In this case, advance payments will be refunded, however, without any compensation of interest.
- 6.3 若由于H+S被证实的过错而导致交货延期，即H+S发生非法故意行为或重大过失行为，如果延期不超过两（2）个月，除了解除协议的权利外，客户不能从H+S的过错导致的交货延期中得到任何权利。在此种情况下，预付款应被退还，但没有任何利息补偿。
- 6.4 The delivery period shall commence on the latest of the following dates:
- 6.4 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 agreement is entered into (date of the Order Confirmation),
 - 协议签订之日（订单确认书日期），
 - the date on which H+S has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc. required for the supply of the products,
 - H+S收到供应产品所需的全部文件、信息、许可、豁免、批准、拨款等的日期，
 - the date on which H+S receives an advance payment or security deposit to which is entitled under the agreement.
 - H+S收到其在协议下有权收到的预付款或保证金之日。
- 6.5 H+S may extend delivery schedules or may, at its option, cancel Customer's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation. The delivery period shall be based on the circumstances that apply at the time the agreement is concluded and on the timely

delivery of the materials and the products ordered by H+S for the execution of the agreement. If any delay arises as a result of changes in these circumstances or because materials and/or the products which have been ordered in time for the execution of the agreement are not delivered in time, the delivery period shall be extended by reasonable period or cancelled in full or in part, taking all circumstances into consideration.

- 6.5 H+S可以延长交货排期，或根据自身决定，取消客户的全部或部分订单，且不承担责任，但退还因订单取消而不应得的任何定金或预付款除外。交货期应基于协议签订时的相应情况以及H+S为执行本协议而订购的材料和产品的及时交付情况而定。若因上述情况发生变化或为执行协议所适时订购的材料和/或产品未被按时交付而引起任何延误，在考虑所有情况后，应合理延长交货期或取消全部或部分订单。
- 6.6 H+S is entitled to make partial deliveries, unless the Parties expressly exclude it.
- 6.6 H+S有权进行部分交货，但双方明确排除的情况除外。
- 6.7 The delivery date shall be the time at which the products, disregarding minor items, have left the place indicated in the agreement or – in case of lack of this provision in the agreement – from the premises of H+S indicated in the Order Confirmation, to be forwarded to the Customer.
- 6.7 交货日期为产品（次要物品除外）离开协议中指定地点之日，若协议中没有此规定，则指订单确认书中指定的从H+S场所发送给客户之日。
- 6.8 In the event the Customer is in arrears with accepting delivery, H+S reserves its right to charge storage costs. Paragraph 7.9 shall apply.
- 6.8 若客户延迟收货，H+S则有权收取存储费用。第7.9款应适用。
- 6.9 It is not permitted to return products supplied by H+S without a prior written consent of H+S. Any return shipments shall always be at the expense and risk of the Customer.
- 6.9 如未取得H+S的事先书面同意，不得退回H+S提供的产品。任何退货货物的费用和风险均由客户承担。

7. Terms of payment and making payments

7. 付款条件和付款

- 7.1 Unless otherwise stated in the Order Confirmation or agreement, payments shall be made by the Customer within 30 days from the date of invoice. The Customer shall pay all amounts due under the concluded agreement in full and the Customer is not entitled to

make any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. Irrespective of the method of payment, any payment is only deemed received once H+S may dispose freely of the amount paid.

- 7.1 除非订单确认书或协议中另有规定，否则，客户应在发票日期起30天内付款。客户应全额支付所签订协议项下的所有到期应付款，客户无权就现金折扣、开销、税费、征费、费用、关税等进行任何扣除。不论付款方式如何，任何付款仅在H+S可自由处置所付款项时视为接收。
- 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 H+S account receivables department by Customer. Payment executed on unverified bank accounts do not release the customer 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H+S指定的账户。对于通过电子邮件收到的任何账户变更指示，客户应与H+S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客户的付款义务。
- 7.3 If the Customer believes that he or she has a rightful claim against H+S regarding the performance of the agreement, this circumstance shall not release the Customer from the obligation to make payment for delivered products.
- 7.3 若客户认为其有权对H+S提出与协议履行有关的合法要求，并不应免除客户对已交付产品的付款义务。
- 7.4 The Customer may be obliged if its credit line has been reached to make advance payment or security deposit. H+S has the right to suspend performance of its obligation until the Customer has fulfilled the contractual obligation to make the advance payment or security deposit.
- 7.4 若客户的信用额度已达到预付款或保证金要求，客户则可能负有相应的支付义务。H+S有权暂停履行其义务，直至客户履行了关于预付款或保证金的合同义务。
- 7.5 Place of fulfillment shall be the registered office of H+S.
- 7.5 履约地点应为H+S的注册办公室。
- 7.6 For materials and products which have to be delivered within 24 hours of receipt of the Order or which lead to changes in production schedules due to the urgency notified to the Customer, H+S is entitled to charge up to 20 % on the net invoice amount.

- 7.6 对于必须在收到订单后24小时内交付或因客户通知的紧急情况而导致生产计划发生变更的材料和产品，H+S最高有权收取净发票金额的20%。
- 7.7 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.
- 7.7 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开展交货后的工作，也应遵守付款日期。
- 7.8 If payments are not received by the end of the payment term, the Customer 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 Customer from the obligation to make payments on the agreed dates or from the obligation to pay damages, which might exceed the interest rate mentioned.
- 7.8 若在付款期限结束前未收到付款，客户则被自动视为违约，无需另行通知，并按8%的年利率支付违约利息，自约定的付款到期日开始生效。利息付款不会免除客户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。
- 7.9 If the Customer is in arrears with (installment) payments or with accepting delivery from H+S, H+S shall have the right, but not the obligation, to withhold further deliveries, including deliveries not related to this partial delivery, until full payment of the outstanding amounts, including default interest. If the Customer is in arrears, H+S shall in addition have the right, but not the obligation, to shorten the payment term or to require pre-payment, in each case, unilaterally by written notification to the Customer, with immediate effect and for an unlimited time period. In addition H+S shall have a right to collect fee for collection of debts at the minimum value of 40 EUR or equivalent in quoted currency per each unpaid invoice.
- 7.9 若客户延迟付款（分期付款）或接受H+S的交货，H+S则有权（但无义务）暂停进一步交货，包括与该部分交货无关的交货，直至未付金额（包括违约利息）全部付清为止。若客户有欠款，对于每笔欠款，H+S还应有权向客户发送单方书面通知（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，H+S有权收取最低价值为40欧元或同等报价货币，对每份未付款发票收取债务催收费。
- 7.10 Unless otherwise stated in the Order Confirmation or agreement, the Customer is not permitted to offset its outstanding receivables against those of H+S.

7.10 除非订单确认书或协议中另有规定, 客户不得以其自身的未结应收款抵消H+S的未结应收款。

8. Right of retention and cancellation

8. 保留权和取消权

In the cases provided for by law, or in the event of the Customer's non-performance, defective performance or delay in performance of one or more of its obligations under the agreement, including the provisions of these T&C, in particularly when mature receivables of H+S are not paid, or if there is serious doubt as to whether the Customer will be able to comply with its contractual obligations to H+S, or in the event of the Customer'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 Customer are seized by way of provisional seizure or in execution judgement, H+S shall have the right, without notice of default or judicial intervention, either to suspend execution of the agreements or partially or wholly dissolve the agreement, such without H+S being liable to any compensation or guarantee, and without prejudice to any of its other right. H+S is as well entitled to delay the performance of its obligations until the Customer has provided sufficient security or pre-payment in an amount determined by H+S, without bearing any liability for it.

若法律有规定，或客户不履行、未恰当履行或延迟履行其在协议（包括本条款与条件的规定，特别是在H+S的到期应收款未得到支付的情况下）下的一项或多项义务，或存在与客户是否有能力履行其对H+S的合同义务有关严重怀疑，或客户破产、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产权负担（包括转让或抵押其应收账款的重要部分），或属于客户的任何财物以临时扣押或执行判决的方式被没收，H+S应有权暂停协议的执行或部分或全部解除协议，无需发出违约或司法干涉通知，H+S无需支付任何赔偿或提供任何担保，且不会影响H+S的任何其他权利。此外，H+S还有权延迟履行其义务，直到客户按H+S决定的金额支付充足的保证金或预付款，但无需对此承担任何责任。

9. Passing of benefit and risk

9. 利益和风险转移

9.1 The benefit and risk of any direct or indirect damage that may be caused to the products shall pass to the Customer at the moment that the products are deemed to have been delivered pursuant to Incoterms.

9.1 在产品已被视为按照《国际贸易术语解释通则》之规定交付时，产品可能遭受的任何直接或间接损害的利益和风险应转移给客户。

10. Inspection, defects and deficiencies

10. 检查、缺陷和不足

10.1 The Customer 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 24 hours after inspection, notify H+S 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 Customer shall notify H+S in writing or by e-mail of such deficiencies or defects immediately, but no later than within 24 hours after discovering it.

10.1 客户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24小时内立即以书面或电子邮件的形式向H+S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，客户应立即以书面或电子邮件的形式通知H+S，但至少应在发现缺陷或不足后的24小时内通知H+S。

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

10.2 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。

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

10.3 在以下情况中，客户对已交付的产品提出的任何索赔应取消：

- the Customer has failed to notify the defect or deficiencies of the products to H+S in proper time mentioned in point 10.1 above,
- 客户未能在上文第10.1款所述的合适时间将产品缺陷或不足告知H+S,
- the defects or deficiencies were caused by normal wear and tear or other reasons described in paragraph 11.6,
- 产品缺陷或不足是由正常磨损或第11.6款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 Customer or other entities,
- 产品缺陷或不足是因客户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 or damaged products,

- 协议标的是交付已使用或损坏的产品，
- the Customer has prevented H+S from investigating the products for defaults and deficiencies,
- 客户阻止H+S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 H+S.
- 产品已被加工或混合，无法识别产品来源是否为H+S。

10.4 H+S reserves the right to inspect the alleged default or deficiencies in the products after receiving a notification from the Customer. The place and time of inspection shall be agreed with the Customer.

10.4 在收到客户通知后，H+S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客户商定。

10.5 Deficiencies or defaults of any kind in the products shall not entitle the Customer 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 Customer to refuse the entire delivery. Potential complaints do not have any effect on the payment obligation of the Customer.

10.5 任何类型的产品缺陷或不足均不会使客户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客户有权拒收整批货物交付。潜在投诉不会对客户的付款义务造成任何影响。

11. Warranty

11. 保证

Product Warranty

产品保证

11.1 Unless otherwise stated in the Order Confirmation or agreement, the warranty period for all H+S products is two (2) years and commences upon date of delivery of the products. In case of partial deliveries, the period mentioned above shall be enforced individually.

11.1 除非订单确认书或协议中另有规定，所有H+S产品的质保期均为两（2）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。

11.2 For replaced or repaired products or parts of products, the warranty period ends with the expiry of the original warranty period or 3 months after delivery of such repaired or replaced product or part, whichever is later, unless the parties have stipulated differently

in the agreement or there are mandatory provisions of applicable law, which regulate this issue differently.

- 11.2 对于更换或修理后的产品或部分产品，其质保期应在原始质保期到期时结束或在交付所修理或更换的产品或部分产品后3个月结束（以较晚发生者为准），但双方在协议中另有不同规定或（对本事项有不同规定的）适用法律有强制规定的除外。
- 11.3 H+S 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). Subsequent performance shall be made without recognition of a legal obligation.
- 11.3 H+S应根据自身决定，以消除缺陷（缺陷整改）或交付无缺陷产品（后续交付）的方式，确保缺陷产品的后续性能。后续的履行无需承担法律义务。
- 11.4 The warranty expires prematurely with immediate effect if the Customer or a third party performs inappropriate modifications or repairs or if the Customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and does not inform H+S immediately about the occurrence of the defect.
- 11.4 若客户或第三方对产品实施不当修改或修复，或客户（若发生缺陷）未立即采取适当措施以减轻损害且未向H+S立即通报产品缺陷，质保期则提前到期，立即生效。
- 11.5 Express warranties are only those, which have been expressly specified as such in the Order Confirmation or in the agreement. Any statements made with respect to the lifetime of H+S products are purely indicative and do never constitute (express) warranties. H+S does not give any warranties regarding the lifetime of the H+S products.
- 11.5 明示保证仅指订单确认书或协议中明确规定的保证。任何有关H+S产品使用寿命的声明均为参考性声明，并不构成（明示）保证。H+S不对其产品的使用寿命作任何保证。
- 11.6 The product warranty does not extend to defects caused by circumstances for which H+S is not responsible, such as but not limited to improper or insufficient installation by Customer, maintenance or incorrect operation, improper operating conditions failure to store the products appropriately, excessive stress, repairs and modifications made without H+S's written consent, repairs and modifications carried out improperly by the Customer, 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 H+S DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY.

- 11.6 产品质保不涵盖因无需H+S负责的情形所导致的缺陷，如（但不限于）客户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H+S书面同意的情况下进行产品维修和修改、客户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，H+S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。
- 11.7 For supplies, parts, products and services of sub-suppliers prescribed by the Customer, H+S assumes liability only to the extent of such sub-suppliers' liability obligations towards H+S.
- 11.7 对于客户规定的次级供应商的供应品、零部件、产品和服务，H+S所承担的责任仅限于该次级供应商对H+S负有责任和义务的范围。
- 11.8 With respect to any defaults or deficiencies of the H+S products, defective material, bad design or poor workmanship as well as to any failure to fulfill express warranties, the Customer shall not be entitled to any rights or claims other than those expressly stipulated in clauses of chapter 11 herein, for direct or indirect damages (including consequential damages, transport damages and damages resulting from delayed delivery). Expressly excluded is, in particular, any other claim regarding damages, rip & replacement, price reduction or cancellation or termination of the Contract which is not expressly mentioned in T&C, except for damages caused intentionally or grossly negligently by H+S.
- 11.8 就H+S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11章明确规定的权利或索赔以外，客户无权对直接或间接损害（包括后果性损害、交通损害及因延迟交付造成的损害）享有任何其他权利或索赔。须特别提出的是，与本条款与条件中未明确提及的损害、产品破裂或更换、降价或合同取消或终止有关的任何其他索赔已被明确排除，但因H+S故意或重大过失行为所导致的损害除外。
- 11.9 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of H+S.
- 11.9 在未取得H+S的事先书面批准的情况下，不得向任何第三方转让质保权利和救济。

Service Warranty

服务保证

- 11.10 The service warranty is limited to six (6) months and commences upon completion of the respective service. In the event of a justified warranty claim, H+S will promptly re-

perform at its own cost the service giving rise to a breach of warranty. In the event that re-performance is not possible or reasonable, H+S shall refund to Customer any and all payments made by Customer for said service with exclusion of all other claims.

11.10 服务保证仅限六（6）个月有效，自相关服务完成后开始计算。若出现合理的保修索赔，H+S将立即自费重新履行导致违反保修的服务。若重新履行不具备可能性或合理性，H+S应向客户退还其为上述服务支付的全部款项，但不包括所有其他索赔。

12. Software

12. 软件

12.1 All software, including firmware, supplied by H+S together with the products, remains in the ownership of H+S. The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, in the intended way for its own purpose together with the product. The Customer is not authorized to grant a sub-license or to pass on, decompile or reverse engineer the software.

12.1 H+S随产品一起提供的所有软件（包括固件）仍归H+S所有。客户对软件（包括任何相关文档和更新）享有非排他性、不可转让的使用权，可以为自身目的，按拟定方式将软件（包括任何相关文档和更新）与产品一同使用。客户无权授予分许可或转移、反译软件或对软件进行逆向编程。

12.2 No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by H+S, nor may be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety reasons.

12.2 如未取得H+S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，即便是出于客户的内部需要，出于安全考虑，也只能提供一份备份副本。

12.3 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.

12.3 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。

12.4 All other rights, especially copyrights and related rights of use and powers remain without restriction with H+S and/or with the third party supplier, respectively.

12.4 所有其他权利（特别是版权及相关使用权利和权力）均属于H+S和/或该第三方供应商，且无任何限制。

- 12.5 The warranty period for software is six (6) months starting with the delivery of the products. H+S 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, H+S warrants that the software is free of errors, vulnerabilities and that its use is interrupted. For software supplied under license from third parties, the warranty terms are those, which H+S is authorized to provide to its customers. Except for the provisions of this paragraph 0, paragraph 0 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 H+S and need to be agreed separately.
- 12.5 软件质保期为六（6）个月，自产品交付之日开始计算。H+S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，H+S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H+S有权向其客户提供的质保期相同。除本第0款的规定外，第0条应适用于有关软件缺陷和质保的全部索赔。H+S的质保义务不包括定期漏洞修复和升级，需另行约定。

13. Force majeure

13. 不可抗力

- 13.1 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, pandemics, act of authority, act of God, explosion and fire, strikes, imposition of sanctions and of export control limitations.
- 13.1 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。
- 13.2 Delivery dates of Purchase Orders placed during an event of Force Majeure or just after an event of Force Majeure has ceased, if future development still remain uncertain (e.g. in case of a pandemic), are not binding and need to be adapted if the supply chain of supplier is affected by said situation. The supplier shall not be in default upon expiry of the delivery date and no consequences of default shall arise. The supplier will not become liable for any agreed delay payments (e.g. liquidated damages or penalty), damages or compensations or any other payments of any reason whatsoever. The parties will agree on a later delivery date, taking account of the specific situation.

- 13.2 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。
- 13.3 The party claiming to be affected by a force majeure event shall notify the other party in writing without delay on the intervention and on the cessation of a force majeure event.
- 13.3 宣称受不可抗力事件影响的一方应立即以书面形式向另一方告知不可抗力事件造成的干扰及其何时结束，不得延误。
- 13.4 Should a force majeure event continue for more than three (3) months, both parties may choose to terminate the agreement or extend the delivery period agreed in the agreement or Order Confirmation for another three (3) months, taking account of the specific situation. If the parties choose to terminate the agreement, they shall not bear any liability and with immediate effect; if the parties choose to extend for another three (3) months, should a force majeure event continue after expiration of the extension period, the parties shall have the right to terminate the agreement without any liability and with immediate effect.
- 13.4 若不可抗力事件的持续时间超过三（3）个月的，双方将根据具体情况选择终止协议或者将协议或订单确认书中约定的交货期再延长三（3）个月。选择终止协议的，各方无需承担任何责任并立即生效；选择再延长三（3）个月的，若延长期结束后不可抗力事件仍然持续的，各方应有权终止协议，无需承担任何责任并立即生效。

14. Limitation of liability

14. 责任限制

- 14.1 The liability of H+S under the agreement shall be limited to the fulfillment of the contractual obligations. The liability of H+S shall be limited in every case to compensation for direct damages. Any other liability, including, but not limited to, loss of profit, loss of revenues, loss of data, loss of use, indirect or consequential damages, is hereby expressly excluded to the extent permissible by law.
- 14.1 H+S在协议下的责任应仅限于合同义务的履行。在所有情况下，H+S的责任应仅限于赔偿直接损害。在法律允许的范围内，特此排除任何其他责任（包括但不限于利润损失、收入损失、数据丢失、使用损失、间接或后果性损害）。

- 14.2 The Customer 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. Expressly excluded is, in particular, any other claim regarding damages, rip & replacement, price reduction or cancellation or termination of the Contract which is not expressly mentioned in T&C, except for damages caused intentionally or grossly negligently by H+S.
- 14.2 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），客户均不享有任何权利或索赔，但本条款与条件中明确提及的除外。须特别提出的是，与本条款与条件中未明确提及的损害、产品破裂或更换、降价或合同取消或终止有关的任何其他索赔已被明确排除，但因H+S故意或重大过失行为所导致的损害除外。
- 14.3 Any potential liability, to the extent legally permissible, is limited in any event to order value of those H+S products or services, from which the liability arises.
- 14.3 若法律允许，在任何情况下，任何潜在责任都仅限于导致责任产生的H+S产品或服务的订单价值。

15. Return of packaging material and recycling

15. 包装材料的退还和回收

- 15.1 As a rule, packing is not returnable. It is at the discretion of H+S whether to take back packaging, without any additional payment for the Customer and under the condition that the freight has to be fully paid by the Customer.
- 15.1 根据规则的规定，包装材料不可退还。是否回收包装材料由H+S酌情决定，且不会导致客户产生任何额外付款，但运费必须由客户全额支付。
- 15.2 H+S is not obliged to recycle products delivered by H+S, unless such obligation arises from the provisions of law.
- 15.2 H+S无义务回收H+S交付的产品，但该项义务因法律规定所产生的情况除外。
- 15.3 The Customer shall not be entitled to any rights regarding the return of packaging material or the recycling of products delivered by H+S.
- 15.3 客户无权享有与退还包装材料或回收H+S所交付产品有关的任何权利。
- 15.4 Reels / drums / coils may be taken back without any additional remuneration for the Customer, provided, that they are in good working order and condition, and the freight has been fully paid by the Customer.

15.4 包装线盘/筒/卷盘可以回收，无需向客户支付任何额外费用，前提是包装线盘/筒/卷盘均处于良好使用状态，且运费已由客户全额支付。

16. Right of recourse of H+S

16. H+S的追偿权

16.1 If, through actions or omissions of the Customer or of persons employed or appointed by the Customer 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 H+S, then the latter shall be entitled to take recourse against the Customer. The Customer shall hold harmless and fully indemnify H+S.

16.1 若因客户或客户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H+S被提出索赔，那么，H+S应有权向客户追偿。客户应充分赔偿H+S并保护其不受损害。

17. Personal data

17. 个人资料

17.1 If it is necessary to collect personal data to perform the agreement, H+S is obliged to collect personal data with respect to provisions of applicable law, including EU and international law, and especially the following rules:

17.1 若有必要收集个人资料，以履行协议，H+S则有义务收集适用法律规定的个人资料，此类法律包括欧盟和国际法律，且应遵守下述规则：

- lawfully, fairly and in a transparent manner in relation to the Customer
- 以合法、公正和透明的方式收集客户的个人资料
- for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes
- 将个人资料用于规定、明确且合法用途，不得以与前述用途不兼容的方式对个人资料作进一步处理
- adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed
- 个人资料应充分、具有相关性且仅限于拟定用途所需的必要范围

- accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay
- 个人资料应准确，且在必要时，应保持更新；必须采取一切合理措施，确保及时将不准确的个人资料（就拟定用途而言）删除或进行修改
- kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes
- 个人资料的保存形式应可以实现资料主体的识别，可识别的期限不超过个人资料拟定用途所需的必要期限；在个人资料仅供存档、科学或历史研究或数据统计之用的情况下，个人资料的保存期限可以延长
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures.
- 处理个人资料时，应确保个人资料的安全，包括确保个人资料不被非授权或非法处理，或确保个人资料免受意外丢失、破坏或损害，也包括采用恰当的技术或组织措施。

17.2 H+S shall guarantee the Customer, at least, the right of access by the Customer to information regarding the Customer, right to rectification, right to erasure, right of restriction of processing, right to data portability, right to object and right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning the Customer or similarly significantly affects the Customer.

17.2 H+S至少应向客户保证，客户享有客户信息访问权、修改和删除客户信息的权利、限制客户信息处理的权利、资料可携权、对基于自动处理的决定提出异议或不受该决定约束的权利，包括资料收集，前述权利均对客户具有法律约束力或对客户产生类似的重要影响。

17.3 The rules mentioned in paragraphs 17.1. and 17.2. above are excluded only if the obligation to follow these rules does not arise from the governing law, including EU and international law, when applicable.

17.3 上文第 17.1 款和第 17.2 款所述的规则可以排除，前提是此等规则并非适用法律（包括欧盟和国际法律，视情况而定）要求遵守的规则。

17.4 H+S shall also, in accordance with processing the personal data, ensure the Customer all information required by governing law, including EU and international law, when applicable.

17.4 H+S 还应根据个人资料的处理情况，确保客户得到适用法律（包括欧盟和国际法律，视情况而定）要求的所有信息。

18. Confidentiality and Compliance

18. 保密与合规

18.1 H+S and the Customer 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 the agreement. The parties may conclude additional non-disclosure agreement to specify the obligations to keep confidentiality.

18.1 H+S和客户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。

18.2 The Customer states that acquainted himself with the compliance rules issued by H+S and shall comply to these rules without any exceptions.

18.2 客户声明，其已知悉H+S发布的合规规则，并应遵守此类规则，无任何例外情况。

19. Jurisdiction and applicable law

19. 管辖地和适用法律

19.1 The place of jurisdiction and the place of performance for both parties, the Customer and H+S, shall be the place of registered seat of H+S entity which concluded the Contract. H+S

shall, however, be entitled to bring any action against the Customer before the competent court at the Customer's registered address.

19.1 客户和H+S的管辖地和履行地应为H+S（订立本合同的实体）的注册所在地。但是，H+S应有权向客户注册地的主管法院起诉客户。

19.2 These T&C and all contracts that are subject to T&C shall be governed by the laws of the state applicable at the registered seat of H+S entity which concluded the Contract.

19.2 本条款与条件以及受本条款与条件约束的所有合同应受H+S（订立本合同的实体）注册所在国适用法律的管辖。

Place, date:

Place, date:

地点和日期:

地点和日期:

HUBER+SUHNER

<COMPANY>

颢讯 .

<公司>