

## 銷售和交貨的一般條款和條件

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

### 1. 範圍，一般

#### 1. SCOPE, GENERAL

- 1.1 本《銷售和交貨的一般條款和條件》（《銷售通則》）適用於申克博士測試設備（昆山）有限公司（“申克博士”）與其客戶（“買方”）之間的所有業務關係。這些一般條款和條件適用於申克博士與買方之間所有以銷售和/或交付動產（貨物）為主題的合同。  
These General Terms and Conditions of Sale and Delivery (“GTC Sales”) apply to all business relations between Dr. Schenk Inspection Systems (Kunshan) Co., Ltd. (“Dr. Schenk”) and its customers (“Buyer”). These General Terms and Conditions apply to all contracts with the subject of sale and /or delivery of movable property (“Goods”) between Dr. Schenk and the Buyer.
- 1.2 本《銷售通則》獨家適用。任何買方的一般條款和條件在此被明確排除適用。如果買方已在其標準訂單或與確認函相關的檔中表明其通用條款和條件適用，並打算通過此類行為將其納入合同，則也應被排除適用。  
These GTC Sales apply exclusively. The applicability of any Buyer's General Terms and Conditions is hereby expressly rejected. This shall also apply where the Buyer has indicated in standardized order forms or in connection with letters of confirmation that its General Terms and Conditions are applicable, intending by such action to incorporate them into the contract.
- 1.3 申克博士不受限制地保留對申克博士編寫的圖紙、計畫、檔和其他檔的所有權和使用權。只有在事先征得申克博士的同意後，才可向協力廠商提供這些檔。如果買方與申克博士之間沒有簽訂合同，則必須根據要求立即歸還這些檔。  
Dr. Schenk reserves the ownership and usage rights to drawings, plans, documentation and other documents prepared by Dr. Schenk without restriction. They may only be made accessible to third parties with prior consent of Dr. Schenk. If no contract is concluded between the Buyer and Dr. Schenk, they must be returned immediately upon request.
- 1.4 申克博士授予買方對其標準軟體和固件的非獨家使用權，但僅限於合同標的物的絕對必要使用範圍。  
Dr. Schenk grants the Buyer a non-exclusive right of use to its standard software and firmware only to the extent that is absolutely necessary for the contractual use of the subject matter of the contract.

### 2. 簽訂合同

#### 2. CONTRACT CONCLUSION

- 2.1 申克博士的報價不具約束力。買方所下的訂單是具有約束力的合同要約。申克博士與買方之間的合同，須經申克博士書面確認買方所下的訂單後方告成立。  
Quotations issued by Dr. Schenk are non-binding. The order placed by the Buyer is a binding contractual offer. A contract between Dr. Schenk and the Buyer is not concluded until Dr. Schenk confirms the order placed by the Buyer in writing.
- 2.2 對訂單的修改需要得到申克博士的明確書面同意。由此產生的任何額外費用均由買方承擔。  
Changes to the order require express written consent of Dr. Schenk. Any additional costs incurred as a result are to be borne by the Buyer.

### 3. 供應範圍

#### 3. SCOPE OF SUPPLY

供應範圍由相應的報價及其附件“系統描述”和“一般技術資料表”決定。

The scope of supply is determined by the respective offer and its attachments “System Description” and “General Technical Data Sheet”.

### 4. 買方的義務

#### 4. OBLIGATIONS OF THE BUYER

所有的關鍵日期都要記錄在共同編制的里程碑計畫中，該計畫對雙方都有約束力。這些里程碑是直接相互依賴的。如果買方推遲了里程碑計畫，則整個里程碑計畫必須被重新定義，並調整交付日期。里程碑計畫是合同的一個有約束力的部分，可以在任何時候通過雙方的協議進行修改。

All critical dates are to be recorded in a jointly prepared milestone plan that is binding for both parties. The milestones are directly dependent on one other. If a milestone is delayed by the Buyer, the entire

milestone plan must be redefined and the delivery date adjusted. The milestone plan is a binding part of the contract and can be changed by mutual agreement at any time.

## 5. 付款条件

### 5. PAYMENT TERMS

- 5.1 除非另有書面約定，否則應適用以下支付條款  
Unless otherwise agreed in writing, the following terms of payment shall apply:
- 5.1.1 訂單確認後，訂單總價的 30%（以下稱為“預付款”）應在預付款形式發票（開票）日期（後）的 14 天內電匯支付。  
30% of order value (hereinafter referred to as “Advance Payment”) by T/T after order acknowledgement, payable net 14 days after Advance Payment invoice date.
- 5.1.2 訂單總金額的 60%，最遲在裝運前的 14 天內以電匯方式支付；請注意，收到貨款後將安排裝運。如果由於申克博士無法控制的情況而推遲了裝運，則付款仍應按照最初確認的裝運日期進行。  
60% of order value by T/T, payable net 10 days prior to notification of readiness for shipment; shipment will be effected once payment is received. If shipment is postponed due to circumstances beyond Dr. Schenk's control, the payment remains due according to the originally confirmed shipment date.
- 5.1.3 訂單總價的 10% 應在最終驗收後 14 天內付清。若由於申克博士無法控制的情況而導致最終驗收延遲，則最遲應在發貨後八周內支付尾款。如果買方拖欠尾款，賣方保留停止保修服務的權利，直至買方付清合同價款。  
10% of order value by T/T, payable net 14 days after final acceptance. If final acceptance is delayed due to circumstances beyond Dr. Schenk's control, the final payment is due no later than 8 weeks after shipment. In case the Buyer is in default with the final payment, Dr. Schenk reserves the right to discontinue its warranty services until the Buyer has paid the order value in full.
- 5.2 根據書面要求，Dr. Schenk 將提供一份有效期至裝運日、金額為預付款金額的有限的銀行保函。此外，根據書面要求，Dr. Schenk 將為履行保修義務提供一份在保修期內有效的有限的銀行保函。  
Upon written request Dr. Schenk will provide a limited bank guarantee in the amount of the Advance Payment valid until shipment. Additionally, on written request, Dr. Schenk will provide a limited bank guarantee for fulfilment of warranty obligations valid for the duration of the warranty period.
- 5.3 除非另有書面約定，差旅費用和每日津貼不包括在訂單價值中；它們將按成本單獨開具發票。  
Unless otherwise agreed in writing, travel expenses and daily allowances are not included in the order value; they will be invoiced separately at cost.
- 5.4. 除非報價中明確說明，所有價格均不含增值稅及/或任何其他適用稅費。包裝、保險及運輸費用已包含在內。  
Unless explicitly stated in the quotation, all prices exclude VAT and / or any other applicable taxes and duties. Packaging, insurance and transport costs are included.
- 5.5 所有的發票都應在 14 天內支付淨額。  
All invoices are payable net within 14 calendar days.

## 6. 所有權和風險轉移

### 6. TRANSFER OF OWNERSHIP AND RISK

- 6.1 在本協定條款下，所有款項未全部付清之前，申克博士保留所有已交付貨物的完整合法權利和所有權。設備毀損或滅失的風險應根據《國際貿易術語解釋通則》規定轉移給買方。  
Dr. Schenk retains full legal title to and ownership of all delivered Goods until all outstanding amounts under the contract have been paid in full. Risk of loss or damage to the Goods shall pass to the Buyer according to the agreed Incoterm.
- 6.2 即使貨物所有權尚未移交給買方，買方仍有義務謹慎處理已交付的貨物。特別地，買方同意自費按貨物的原值為所交付的貨物充分投保偷竊、火災和水漬險。  
The Buyer is obligated to handle the delivered Goods with care as long as title has not passed to the Buyer. In particular, the Buyer agrees to insure the delivered Goods adequately against theft, fire and water damage at its own cost and in the amount of their original value.

## 7. 裝運時間，運輸條款

### 7. SHIPPING LEAD TIME AND SHIPPING TERMS

- 7.1 報價中規定的發貨時間從訂單確認、澄清所有技術細節（開始生產）和收到預付款之後開始起算，以最後的時間為準。延遲付款將可能會導致發貨的延遲。允許部分交貨。  
The shipping lead time specified in the offer starts after order acknowledgement, clarification of all

- technical details (release to build) and receipt of the Advance Payment, whichever is last. Delayed payment might cause a delay in shipment. Partial deliveries are allowed.
- 7.2 如果申克博士因不可抗力而無法履行其合同義務，不可抗力例如但不限於戰爭、恐怖活動、火災、洪水、地震、流行病和大流行病、罷工或官方命令，申克博士將立即通知買方。在發生不可抗力的情況下，可能會出現延遲交貨的情況，Dr. Schenk 對此不承擔責任。  
If Dr. Schenk is prevented from fulfilling its contractual obligations by force majeure such as, but not limited to, war, terror, fire, flood, earthquake, epidemics and pandemics, strikes or official orders, Dr. Schenk will inform the Buyer immediately. In the event of force majeure delays in delivery may occur for which Dr. Schenk is not responsible.
- 7.3 除非另有書面約定，中國境內的交付應採用 DAP 客戶位址（《國際貿易術語解釋通則 2020》）條款，包括包裝、保險及運輸費用。  
Unless otherwise agreed in writing, deliveries within PR China shall be made DAP customer address (Incoterms 2020), including packaging, insurance and transport costs.
- 7.4 若貨物未在約定日期或申克博士發出裝運準備通知後一周內（FCA 貿易術語適用時）完成提貨，或因申克博士無法控制的原因導致無法如期發貨，申克博士有權收取合理的倉儲費用。  
If the Goods have not been picked up on the agreed date or within one week after Dr. Schenk's notification of readiness for shipment (in case of FCA Incoterm) or could not have been shipped out on the agreed date due to reasons beyond Dr. Schenk's control, Dr. Schenk reserves the right to charge reasonable storage costs.
- 7.5 如果賣方未按合同約定的裝運日期交貨，且這種情況是賣方控制範圍內的原因造成的，則賣方同意向買方支付違約金：每延期一天，支付延期部分合同價值的 1%。但是，違約金最高不應超過延期部分貨物價值的百分之三（3%）。一旦延期，買方應在延期開始時以書面形式要求賣方支付違約金。  
If Dr. Schenk fails to deliver in accordance with the confirmed shipment date due to reasons within its control, Dr. Schenk agrees to pay a penalty to the Buyer of 1% of the order value of the delayed portion for every day of delay. The penalty, however, shall not exceed three percent (3%) of the Goods involved in the late delivery. The Buyer shall notify Dr. Schenk of the penalty claim in writing at the beginning of the delay period.

## 8. 安裝、調試和最終驗收

### 8. INSTALLATION, COMMISSIONING AND FINAL ACCEPTANCE

- 8.1 如果所交付貨物的安裝工作由申克博士執行，則適用“申克博士檢測系統調試的前提條件”檔，該檔附在報價中。  
If the installation of the delivered Goods is carried out by Dr. Schenk, the document “Prerequisites for the Commissioning of Dr. Schenk Inspection Systems” applies, which is attached to the quotation.
- 8.2 交付貨物的調試和最終驗收應遵循“申克博士檢測系統調試的前提條件”檔，該檔附在報價中。除非另有書面約定，最終驗收應在調試後立即進行。  
Commissioning and final acceptance of the delivered Goods shall be governed by the document “Prerequisites for the Commissioning of Dr. Schenk Inspection Systems”, which is attached to the quotation. Unless otherwise agreed in writing, final acceptance shall take place immediately after commissioning.
- 8.3 一旦設備投入生產，最遲在發貨後的八周，設備將會自動通過最終驗收。  
Final acceptance is granted automatically once the delivered Goods are used in production or 8 weeks after notification of readiness for shipment.

## 9. 保修

### 9. WARRANTY

- 9.1 申克博士設備保修  
Dr. Schenk System Warranty  
申克博士保證，從在約定地點完成最終驗收之日起的 12 個月內，該設備在材料或工藝上均無缺陷，並應在此期間承擔維修或更換有缺陷的設備部件所需的全部人工和材料成本。保修期最遲於裝運日後八周開始。  
Dr. Schenk warrants that the system is free of defects in material or workmanship for a period of 12 months starting with the date of final acceptance at the agreed site and shall within this period assume all costs for labor and material for the repair or replacement of defective system components. The warranty period commences no later than 16 weeks after the notification of readiness for shipment.
- 9.2 申克博士 10 年相機保修  
Dr. Schenk 10-year Camera Warranty  
若買方在系統保修期屆滿之前簽訂維護合同並持續履行該合同，並保持本合同不間斷，則設備中所含申克

博士相機的保修期將延長至總計 10 年。十年相機保修包括人工和更換相機的費用，不包括差旅時間和差旅費用。

If the Buyer enters into a maintenance contract no later than at the date of expiration of the System warranty and maintains this contract without interruption, the warranty period for Dr. Schenk cameras included in the system will be extended to 10 years in total. The 10-year Camera Warranty includes costs for labor and a replacement camera. Travel time and travel costs are excluded.

- 9.3 維修或更換的設備元件的保修期從相應的發貨日期開始，並最遲於設備原始保修期結束後六個月結束。  
The warranty period for repaired or replaced system components recommences on the respective shipping date and ends no later than six months after the end of the original warranty period.

- 9.4 所有保修不包括耗材，以及消耗品、設備部件的磨損或任何由於外部因素（例如火災，電湧）或不當使用（包括出於非預期目的的使用或違反申克博士關於正確使用、適當的維護或保養的說明）而導致的設備部件的磨損或損壞。

All warranties do not cover consumables and wear & tear or any damage to system components, which result from external factors (e.g., to fire, power surges) or improper use, including the use for a purpose other than the intended purpose or the handling contrary to Dr. Schenk's instructions for a proper use, proper maintenance or care.

- 9.5 申克博士保留審查買方與任何保修和/或損害索賠相關的維修檔的權利，並有權在發現有不當使用證據的情況下完全終止保修。

Dr. Schenk reserves the right to review the Buyer's maintenance documentation in association with any warranty and/or damage claims and to discontinue the warranties entirely in such cases where evidence of improper use is observed.

## 10. 支援和服務

### 10. SUPPORT AND SERVICE

如果買方要求申克博士提供額外的服務，如維護和培訓，則應適用《提供支援和服務的一般條款和條件》（《服務通則》），可隨時在申克博士網站上查閱。

If the Buyer requests Dr. Schenk to provide additional services such as maintenance and training, the General Terms and Conditions for Providing Support and Services ("GTC Service") shall apply, which can be accessed at any time on the Dr. Schenk website.

## 11. 責任

### 11. LIABILITY

- 11.1 對於因故意的不當行為或重大過失造成的任何損害，以及根據法律規定在申克博士的控制範圍內對生命和肢體、健康的任何損害，申克博士應承擔責任。

Dr. Schenk shall be liable for any damage caused through willful misconduct or gross negligence as well as for any damage within Dr. Schenk's control arising from the loss of life and limb, health, or well-being pursuant to the provisions of law.

- 11.2 儘管有上述規定，申克博士僅對申克博士的商業綜合責任保險承保的性質和範圍內的任何損害負責。對進一步的責任，特別是間接或後續損害的責任，例如利潤損失或生產損失，不包括在內。申克博士維持 1000 萬歐元的商業綜合責任保險。

Notwithstanding the foregoing Dr. Schenk shall be liable for any damage only as to the nature and extent covered by its commercial general liability insurance. Further liability, in particular liability for indirect or consequential damage, e.g., loss of profit or loss of production, is excluded. Dr. Schenk maintains a commercial general liability insurance of EUR 10 million.

- 11.3 如果申克博士的責任被排除或限制，這也適用於其雇員、代表、協助履行合同的各方以及申克博士為履行合同而獲得其服務的其他協力廠商的責任。

Where Dr. Schenk's liability is excluded or limited, this shall also apply with respect to liability on the part of its employees, representatives, parties assisting it in performance, and other third parties whose services Dr. Schenk procures for purposes of performance of the contract.

## 12. 終止

### 12. TERMINATION

- 12.1 買方有權在任何時候以書面形式終止合同，通知期為一個月。在這種情況下，他將對申克博士進行如下補償：

The Buyer has the right to terminate the contract at any time in writing with a notice period of one month. In this case he will compensate Dr. Schenk as follows:



- 在簽訂合同和開始生產之間終止，則支付訂單價值的 50%。
  - Termination between conclusion of the contract and release to build: 50% of the order value.
  - 從開始生產和通知準備發貨之間的終止：支付訂單價值的 90%。
  - Termination between release to build and notification of readiness for shipment: 90% of the order value
  - 在通知準備發貨後取消：支付訂單價值的 100%。
  - Cancellation after notification of readiness for shipment: 100% of the order value.
- 12.2 如果合同一方持續不斷地違反其合同義務，使合同關係的存續變得不合理，則守約方以正當理由解除合同的權利應不受影響，並且可以被主張。然而，有效解除的前提條件是，在任何情況下，至少在 30 天的期限內發出解除合同的警告。
- The right to extraordinary termination for good cause shall remain unaffected and may be asserted if a contractual party persistently and continuously violates its contractual obligations, so that a continuation of the contractual relationship has become unreasonable. However, a prerequisite for an effective termination is in any case an unsuccessful warning with a deadline of at least 30 days.

### 13. 保密性

#### 13. CONFIDENTIALITY

雙方應對合同設備的價格、用途和技術工藝方法嚴格保密。

Both Dr. Schenk and the Buyer shall keep any information regarding the price, the application purpose and the technical processing method of the ordered Goods in strict confidence.

### 14. 管轄法律與仲裁

#### 14. GOVERNING LAW AND ARBITRATION

- 14.1 本《銷售通則》應受中華人民共和國法律的約束，但不適用《聯合國國際貨物銷售合同公約》（CISG）。  
These GTC Sales are subject to the laws of the People's Republic of China excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 14.2 凡因本《銷售通則》引起的或與本《銷售通則》有關的一切爭議，如協商不能解決，則應根據中國國際經濟貿易仲裁委員會的仲裁規則指定一名或多名仲裁員根據上述規則進行仲裁。該等仲裁員的仲裁裁決是終局，對雙方均具有約束力和決定性。仲裁地點應為中國上海。仲裁語言為中文。  
All disputes arising out of or in connection with these GTC Sales, which are not settled by negotiation, shall be settled under the Rules of Arbitration of the China International Economic and Trade Arbitration Commission by one or more arbitrators appointed in accordance with such Rules, and the award and determination of such arbitrators shall be final, binding and conclusive upon both parties. The place of arbitration shall be Shanghai, PR China. The language of the arbitration shall be Chinese.

### 15. 最後規定

#### 15. FINAL PROVISIONS

- 15.1 對本《銷售通則》的所有修改和補充都必須以書面形式進行，並且必須明確提及本《銷售通則》。這也適用於對書面形式要求的放棄。  
All amendments and supplements to these GTC Sales must be made in writing; moreover, they require express reference to these GTC Sales. This shall also apply to the waiver of the written form requirement.
- 15.2 如果本《銷售通則》的任何條款無效或無法執行，不影響其餘條款的有效性。但是，雙方必須以最接近不可執行條款的經濟效果的條款取代該無效或不可執行條款；同樣的規定也適用於任何遺漏或漏洞。  
Should any provision of these GTC Sales be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. However, the parties must replace the invalid or unenforceable provision with another provision that most closely approximates the economic effect of the unenforceable provision; the same shall apply with respect to any omission or loophole.
- 15.3 本《銷售通則》是以中文和英文書寫的。兩種語言都是等效的。如有任何爭議，以中文版本為準。  
The GTC Sales are written in Chinese and English. Both languages are equivalently valid. If any disputes arise, the Chinese edition shall be final.