

GENERAL TERMS AND CONDITIONS FOR PROVIDING SUPPORT AND SERVICES

提供支持和服务的一般条款和条件

1. Scope, general

1. 范围，一般

- 1.1 These General Terms and Conditions for providing support and services (“GTC Service”) apply to all business relations between Dr. Schenk GmbH Industriemesstechnik (“Dr. Schenk”) and its Customers who are not consumers in the sense of § 13 BGB (German Civil Code). These GTC Service apply to all contracts between Dr. Schenk and the Customer with the subject of providing support and services for one or more Dr. Schenk inspection systems (“Inspection System”) purchased by the Customer.

本提供支持和服务的一般条款和条件 (“服务一般条款和条件”) 适用于申克博士测试设备有限公司 (“申克博士公司”) 与其客户 (这些客户并不属于《德国民法典》 (“《德国民法典》”) 第 13 条定义的客户) 之间建立的所有业务关系。本服务一般条款和条件适用于申克博士公司与客户之间就客户购买的申克博士公司一个或多个检测系统 (“检测系统”) 提供支持和服务的标的所签订的一切合同。

- 1.2 These General Terms and Conditions Service apply exclusively. The applicability of any Customer’s General Terms and Conditions is hereby expressly rejected. This shall also apply where the Customer has indicated in standardized order forms or in connection with letters of confirmation that his General Terms and Conditions are applicable, intending by such action to incorporate them into the contract.

本服务一般条款和条件唯一适用。特此明确排除适用客户的任何一般条款和条件。如果客户在标准订单或者确认书中指明适用其一般条款和条件，并以此拟将该等条款和条件纳入本合同的，则本条规定同样适用。

2. Contract conclusion

2. 合同订立

- 2.1 The quotations by Dr. Schenk are non-binding. The order placed by the Customer is a binding contractual offer. A contract between Dr. Schenk and the Customer is not concluded until Dr. Schenk confirms the order placed by the Customer in writing.

申克博士公司的报价不具有约束力。客户发布的订单是具有约束力的合同要约。在申克博士公司书面确认客户的订单之前，申克博士公司与客户之间并未订立合同。

- 2.2 Changes to the order require the express written consent of Dr. Schenk. Any additional costs incurred as a result are to be borne by the Customer.

对订单作出的更改需要经申克博士公司的明确书面同意。因此而产生的任何额外费用均由客户承担。

3. Scope of supply / services

3. 供货/服务范围

3.1 Continuous support and maintenance

持续支持和维护

- 3.1.1 Dr. Schenk supports the Customer continuously as part of general troubleshooting and in the inspection process. Dr. Schenk also handles the technical maintenance of the software and hardware of the Inspection System. The Customer can choose between various Service Modules or combine them. The scope of services and the exact designation of the Inspection System are specified in the quotation. All quotations are, unless otherwise agreed to, based on the current “Price List Service Modules” in their respective valid version.

申克博士公司将在一般故障排除和检测过程中不断为客户提供支持。申克博士公司还负责处理检测系统软件和硬件的技术维护。客户可以选择不同的服务模块或将它们组合起来。服务范围和检测系统的确切名称将在报价单中予以注明。除非另有约定，所有的报价都是基于当前“服务模块价格表”的相应有效版本。

- 3.1.2 The Customer can reach Dr. Schenk Customer Service during general business hours and under contact information as specified in Section 11.

客户可在一般营业时间内根据第 11 条中指定的联系方式与申克博士公司客服部进行联系。

- 3.1.3 To the extent that an on-call service outside of the general business hours is separately contractually agreed to, the Customer can reach Dr. Schenk Customer Service at a phone number that is to be provided at the time of contract conclusion.

如果合同中单独约定了一般营业时间以外的随叫随到服务，则客户可以通过合同签订时提供的电话号码与申克博士公司客服部进行联系。

On-call service is always excluded on the following days: From December 24 at 6:00 am to December 27 at 6:00 am and from December 31 at 6:00 am to January 2 at 6:00 am. All times in these General Terms and

Conditions Service are indicated in Central European Time.

从 12 月 24 日上午 6:00 至 12 月 27 日上午 6:00，以及从 12 月 31 日上午 6:00 至 1 月 2 日上午 6:00。本一般条款和条件服务中的所有时间均以欧洲中部时间表示。

- 3.1.4 The scope of services does not include work that is performed outside of the agreed upon Service Module or work that is necessary as a result of the non-contractual use of the Inspection System, independent modifications by the Customer on same or due to the use of third-party software. The same applies to malfunctions resulting from a violation of the duty of care by the Customer.

服务范围不包括在约定的服务模块之外执行的工作，也不包括由于非按照合同约定使用检测系统、客户对其进行独立修改或由于使用第三方软件所需开展的工作。这同样适用于因客户违反注意义务而导致的故障。

3.2 Extended warranty

延长质保

- 3.2.1 Dr. Schenk extends the warranty for the component defined and period of time stated in the quotation. Prerequisite for granting an extended warranty is the conclusion of a maintenance agreement according to Section 3.1. At a minimum, the maintenance agreement must include phone support during business hours and an annual on-site maintenance visit and be maintained throughout the warranty period without interruption.

申克博士公司延长报价单中规定的部件质保和时间段。批准延长质保的前提条件是根据第 3.1 条规定签订维护协议。维护协议至少必须包括营业时间内的电话支持和每年一次的现场维护访问，并在整个质保期内不间断地保持该协议有效。

- 3.2.2 The extended warranty includes the cost for the spare part and labor for the replacement. This does not cover travel times and costs.

延长质保包括更换备件和人工的费用。这并不包括差旅时间和费用。

- 3.2.3 The extended warranty does not extend to damages resulting from external influences (such as fire, power surge) or improper use, including the use for a purpose other than the intended purpose or handling other than according to the instructions by Dr. Schenk for proper use, proper maintenance or care.

延长质保不包括因外部影响（如火灾、电涌）或不当使用而造成的损害，包括非预期目的的使用或非根据申克博士公司的正确使用、正确维护或保养说明的处理。

- 3.2.4 Dr. Schenk reserves the right to review the 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.

申克博士公司保留审查客户与任何质保和/或损害索赔有关的维护文件的权利，并可在发现存在不当使用证据的情况下完全停止提供质保的权利。

3.3 Repair services outside of the warranty period

质保期外的维修服务

- 3.3.1 Dr. Schenk will carry out repairs on the Inspection System outside of the warranty period upon the Customer's request via remote diagnosis or on-site. The cost will be billed based on time and materials. Upon request, Dr. Schenk will provide a budgetary quotation specifying the anticipated scope of services and the exact designation of the Inspection System. All budgetary quotations are, unless otherwise agreed to, based on the "Price List Service Modules" in the respective valid version.

申克博士公司将根据客户的要求通过远程诊断或现场对检测系统进行质保期外的维修。该费用将根据时间和材料进行结算。根据要求，申克博士公司将提供一份预算报价单，说明预期的服务范围和检测系统的确切名称。除非另有约定，所有预算报价都是基于“服务模块价格表”的相应有效版本。

- 3.3.2 The Customer can reach Dr. Schenk Customer Service during general business hours and under contact information as specified in Section 11.

客户可在一般营业时间内根据第 11 条规定的联系方式与申克博士公司客服部进行联系。

3.4 Spare Parts and Upgrades

备件和升级

- 3.4.1 The scope of supply and corresponding prices are specified in the quotation.

供货范围和相应的价格在报价单中予以指明。

- 3.4.2 Standard spare parts for the Inspection System will be shipped to the Customer within five working days, subject to prior sale.

检测系统的标准备件将在五个工作日内发货给客户，但以未出售为准。

- 3.4.3 To the extent that Dr. Schenk provides services according to Section 3.1, the Customer will in his own best interest keep all spare parts in stock that are required for the maintenance of the Inspection System covered by the quotation.

在申克博士公司根据第 3.1 条提供服务的情况下，客户将以自身的最大利益为重，保留报价单所涉及的检测系统维护所需的所有备件库存。

3.5 Training

培训

- 3.5.1 Dr. Schenk provides training for the operation of the Inspection System. The Customer can choose between various training levels or combine them. An exact description of the contents is available in the Dr. Schenk Course Descriptions, which are sent to the Customer upon request.

申克博士公司提供检测系统的操作培训。客户可以选择不同的培训级别，或对不同的培训级别进行组合。有关内容的确切描述可在申克博士公司课程说明中找到，该说明将根据要求发送给客户。

- 3.5.2 Depending on the training level, Dr. Schenk offers Customer-specific individual training courses, which are conducted either on-site at the Customer location or at the Dr. Schenk site. Alternatively, Dr. Schenk offers general group training at its site. The scope of services is specified in more detail in the quotation. All quotations are, unless otherwise agreed to, based on the "Price List Dr. Schenk Training" in the respective valid version.

根据培训级别的不同，申克博士公司提供针对客户的个人培训课程，这些课程可以在客户所在地或申克博士公司所在地进行。另外，申克博士公司还在其所在地提供一般的团体培训。服务范围将在报价单中详细说明。除非另有约定，所有的报价均基于“申克博士公司培训价格表”的相应有效版本。

3.6 Inspection Process Ramp-Up Support (IPRS)

检测优化支持 (IPRS)

- 3.6.1 Dr. Schenk supports the Customer in the system parameter setting for the operation of the Inspection System as part of a Customer requested hour contingent. The scope of services and the exact designation of the Inspection System are specified in more detail in the quotation. All quotations are, unless otherwise agreed to, based on the "Price List Service Modules" in the respective valid version.

申克博士公司为客户提供检测系统运行参数设置支持，作为客户要求的时间分配的一部分。服务范围和检测系统的确切名称在报价单中详细说明。除非另有约定，所有的报价都是基于“服务模块价格表”的相应有效版本。

- 3.6.2 The Customer can reach Dr. Schenk Customer Service during general business hours and under contact information as specified in Section 11.

客户可在一般营业时间内根据第 11 条规定的联系方式与申克博士公司客服部进行联系。

4. Obligations of the Customer

4. 客户的义务

- 4.1 The Customer carries out regular maintenance work independently according to the operator manual and documents them in scope and time.

客户根据操作手册独立开展定期维护工作，并记录其范围和时间。

- 4.2 The regular creation and archiving of current system and application backups according to the operator manual is the responsibility of the Customer. This must especially occur prior to the performance of services.

客户有责任根据操作手册定期创建和归档当前系统和应用程序的备份。这项工作尤其必须在执行服务之前完成。

- 4.3 The Customer will make all information available that is required by Dr. Schenk for the performance of the services and will support Dr. Schenk upon request.

客户将向申克博士公司提供执行服务所需要的所有信息，并应根据申克博士公司要求提供支持。

- 4.4 The Customer will provide trained contact persons who act as the initial contact for Dr. Schenk personnel in the event of technical problems.

客户应提供经过培训的联系人，在出现技术问题时作为申克博士公司人员的初始联系人。

- 4.5 If the Customer wishes to postpone an expressly confirmed appointment (such as a maintenance appointment, IPRS date), he is obligated to notify Dr. Schenk accordingly at least one week prior. Otherwise, Dr. Schenk reserves the right to charge a fee for futile expenditures of EUR 250 plus travel costs, which are either non-cancelable or have already been incurred. In case the postponement is related to a training date pursuant to Section 3.5, Section 10.3 applies accordingly.

如果客户希望推迟已经确认的预约（如维护预约、IPRS 日期），其有义务至少提前一周通知申克博士公司。

否则，申克博士公司有权收取 250 欧元人民币误工费以及差旅费，这些费用要么不可取消，要么已经发生。如

果推迟与第 3.5 条规定的培训日期有关，则相应适用第 10.3 条。

- 4.6 Malfunctions of any kind must be reported to Dr. Schenk immediately upon detection.
任何形式的故障必须在发现后立即报告给申克博士公司。
- 4.7 During the agreed schedule for support and services, the Customer will provide access to all system components required to perform the service and initiate the decommissioning and commissioning of the complete system.
在商定的支持和服务时间表中，客户将提供执行服务所需的所有系统组件的访问权，并启动整个系统的停运和调试。
- 4.8 To the extent that Dr. Schenk provides services according to Sections 3.1, 3.3 or 3.6, the Customer will provide Dr. Schenk with remote maintenance access to the Inspection System as specified in the quotation. This access must meet the requirements listed in the "Remote Access SSH" document, which is sent to the Customer with the respective quotation.
在申克博士公司根据第 3.1、3.3 或 3.6 条提供服务的情况下，客户将按照报价单的规定向申克博士公司提供检测系统的远程维护访问。该访问必须符合“远程访问 SSH”文件中列出的要求，该文件将随相应的报价单一起发送给客户。

5. Compensation and terms of payment

5. 付款和付款条款

- 5.1 Services according to Sections 3.1 and 3.5 are paid at a flat rate. The compensation for services according to Section 3.1 must be paid annually in advance. Dr. Schenk is not obligated to provide services until the payment has been received.
根据第 3.1 和 3.5 条提供的服务按统一费率进行支付。第 3.1 条项下服务的补偿必须每年提前支付。在收到付款之前，申克博士公司没有义务提供服务。
- 5.2 The following will be invoiced based on actual hours worked:
以下各项将根据实际工作时间开具发票：
- Services according to Section 3.3
第 3.3 条项下服务
 - Travel times for on-site visits of any kind
任何形式的现场访问的差旅时间
 - Wait times during regular maintenance that total more than 10% of the total work time
定期维护期间的等待时间，总时间超过总工作时间的 10%
 - Work hours that are incurred as part of a separate contractually agreed availability outside of the business hours
在营业时间以外依据合同约定另行提供服务所产生的工作时间
 - Costs for the remedy of defects that are outside of an agreed maintenance schedule
针对约定维护计划之外的缺陷的补救费用
- Travel costs will be billed based on the actual incurred costs.
差旅费用将根据实际发生的费用进行结算。
- 5.3 Hour contingents according to Section 3.6 will be billed in advance and set off against actual hours worked. Dr. Schenk is not obligated to provide services until the payment has been received.
根据第 3.6 条规定的时间分配将提前计费，并与实际工作时间相抵消。在收到付款之前，申克博士公司没有义务提供服务。
- 5.4 Costs for any spare parts outside of the warranty period are not included in the scope of services and billed separately.
质保期外的任何备件费用不包括在服务范围内，并单独计费。
- 5.5 All prices exclude VAT, Sales or Use tax, Withholding tax, and / or any other applicable taxes and duties. Any taxes, duties or related fees shall not be borne by Dr. Schenk. Any bank charges shall be borne by the Customer.
所有价格均不包含增值税、销售税或使用税、预扣税和/或任何其他适用的税收和关税。申克博士公司不承担任何税收、关税或相关费用。任何银行手续费都应由客户承担。
- 5.6 All Invoices are payable within 14 days net.
所有发票均应在 14 天内支付净额。

6. Shipment

6. 发货

- 6.1 (Spare) parts will be shipped FCA Bussardstrasse 12, 82166 Graefelfing, Germany (Incoterms 2020), including packaging, but excluding insurance or transport costs.
除非有另行商定, (备件) 部件将按照 FCA Bussardstrasse 12, 82166 Graefelfing, Germany (《2020 年国际贸易术语解释通则》) 予以发货, 包括包装, 但不包括保险或运输费用。
- 6.2 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, Dr. Schenk reserves the right to charge reasonable storage costs.
如果在约定日期或申克博士公司发货准备就绪通知后一周内仍未提取货物, 申克博士公司保留收取合理仓储费用的权利。
- 6.3 To ensure the secure chain of supply in civil aviation according to regulations (EG) No 300/2008 and (EG) No 2015/1998 Dr. Schenk has maintained its qualification as a "known consignor" since 2013. This qualification allows for the dispensation of extensive security controls, which facilitates accelerated handling of air freight cargo. If the Customer opts to ship goods in this manner, transportation of the goods from Dr. Schenk's loading dock in Graefelfing to any airport shall be carried out by a "regulated" forwarder. The Customer acknowledges that if the Customer assigns or specifies a non-regulated forwarder to transport the goods, the security of the supply chain will be broken, and separate security checks will be required which, depending on size and weight of the goods, may not be available at the specified airport. Any costs resulting from such situation shall be borne by the Customer and Dr. Schenk shall not be responsible for any resulting delay.
根据 (EG) 第 300/2008 号和 (EG) 第 2015/1998 号条例, 为确保民用航空供应链的安全, 申克博士公司自 2013 年以来一直保持 "已知托运人" 资格。这可以省去大量的安全控制, 因此有利于加快处理空运货物。不过, 这要求从申克博士公司位于 Graefelfing 的装货码头到任何机场的货物运输必须由 "受监管的" 货运代理执行。如果客户委派或指定一个不受监管的货运代理, 则将会打破供应链的安全, 从而带来严重后果: 将强制要求进行单独的安全检查, 而根据尺寸和重量的不同, 在指定的机场可能无法实现单独检查。由这种情况引起的所有费用应由客户承担。此外, 申克博士公司不对相应措施造成的任何延误负责。
- 6.4 The Customer assures Dr. Schenk that the right of disposal of the delivered goods, as normally held by the owner, will not be transferred to a third party before the goods have physically left Germany. Otherwise, German VAT has to be applied.
客户向申克博士公司保证, 在货物实际离开德国之前, 所有者对所交付货物通常持有的处置权将不会转移给第三方。否则, 必须征收德国增值税。

7. Warranty

7. 质保

Dr. Schenk is responsible for repairing defects resulting from prior repairs that are proven to be incomplete. All work is performed by qualified personnel.
申克博士公司负责维修经证实由先前不完整的维修所产生的缺陷。所有工作均由合格人员完成。

8. Liability

8. 责任

- 8.1 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 statutory provisions. This does not affect liability under the Product Liability Act. The same applies to liability for damages resulting from the lack of a guaranteed quality.
对于因故意的不当行为或重大过失造成的任何损害, 以及根据法律规定在 Dr. Schenk 的控制范围内对生命和肢体、健康的损害, Dr. Schenk 应承担责任。该责任不影响产品责任法规定的责任。这同样适用于因缺乏质量保障而造成的损害责任。
- 8.2 Notwithstanding the foregoing Section 8.1, Dr. Schenk shall be liable for any damage only as to the nature and extent covered by Dr. Schenk's business or product 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 business and product liability insurance of EUR 10 million each.
尽管有上述第 8.1 条的规定, Dr. Schenk 也仅对 Dr. Schenk 的业务或产品责任保险承保的性质和范围内的损害负责。对进一步的责任, 特别是间接或后果性损害的责任, 例如利润损失或生产损失, 不包括在内。Dr. Schenk 为每项业务和产品责任投保了各 1000 万欧元的保险。

- 8.3 Insofar as Dr. Schenk's liability is excluded or limited, this shall also apply to the liability of its employees, representatives and agents or other third parties used by Dr. Schenk for the fulfillment of the contract.
只要 Dr. Schenk 的责任被排除或限制, 这也应适用于其雇员、代表和代理人或 Dr. Schenk 为履行合同而使用的其他第三方的责任。

9. Statutory limitation

9. 法定时效

Claims of the Customer, with the exception of those in accordance with Section 8.1, shall be time-barred after one year. The period of limitation commences on the date the respective right to claim is established and the Customer learns of the grounds for the claim and the identity of the party liable or fails to learn of such through gross negligence.

除第 8.1 条规定的索赔外, 客户的索赔将在一年后失效。时效期自确立相应的索赔权且客户得知索赔理由和责任方身份或因重大过失未能得知这些信息之日开始。

10. Term and termination

10. 期限和终止

- 10.1 The minimum term for contracts for services in accordance with Section 3.1 is one year. The term begins on the first day of the month following the receipt of payment for compensation in accordance with Section 5.1. If this contract is not terminated at least three months prior to the expiration of the contract term in writing, it shall be automatically renewed for further periods of one year each.
第 3.1 条项下服务合同的最低期限为一年。期限从收到第 5.1 条规定的补偿款后第一个月的第一天开始。如果本合同未在合同期满前至少三个月以书面形式终止, 则应自动续期, 每次续期时间为一年。
- 10.2 In case the Customer terminates a contract on supply according to Section 3.4, he agrees to reimburse Dr. Schenk for those parts that Dr. Schenk has ordered bindingly and irrevocably from its suppliers and that cannot be used for another customer.
如果客户根据第 3.4 条终止供货合同, 其同意对于申克博士公司以具有约束力且不可撤销的方式从其供应商处订购的且不能用于其他客户的那些部件, 向申克博士公司进行赔偿。
- 10.3 Contracts on services according to Section 3.5 can be terminated up to four weeks prior to the confirmed appointment without charge. After that Dr. Schenk reserves the right to charge the Customer with 50% of the order value. In case the Customer terminates the contract by giving less than two weeks' notice, 100% of the order value can be charged by Dr. Schenk.
有关第 3.5 条项下服务的合同可在预约确认前四周内终止, 且不收取任何费用。此后, 申克博士公司保留向客户收取订单价值 50% 的权利。如果客户在提前不到两周的时间发出通知的情况下终止合同, 则申克博士公司可收取订单价值的 100%。
- 10.4 The right to terminate for good cause shall remain unaffected and can be exercised where one party is constantly in breach of the obligations it owes under the contract over a lengthy period of time, rendering continuation of the contractual relationship unreasonable. Nevertheless, to be effective, termination absolutely must be preceded by a warning setting a deadline of at least 30 days, which failed to bring about a resolution.
若一方在很长一段时期内不断违反合同义务, 导致继续保持合同关系变得不合理, 则以正当理由终止合同的权利仍不受影响, 且可以行使这一权利。然而, 如有效终止合同, 须在完全终止合同之前发出警告, 设定至少 30 天的最后期限, 且该警告未能导致问题得到解决。

11. Availability and contact information

11. 可用性和联系方式

The Customer can reach Dr. Schenk Customer Service during general business hours

Monday – Thursday: 8:00 – 17:00

Friday 8:00 – 15:00

under the following contact information:

Phone: +49-89-85695-131 or -135

E-Mail: [Contact form](#)

客户可在一般营业时间内联系申克博士公司客服部

周一至周四: 8:00 – 17:00

周五: 8:00 – 15:00

通过以下联系方式:

电话: +49-89-85695-131 或 -135
电子邮箱: [联系表](#)

12. Applicable law and arbitration

12. 适用法律和仲裁

12.1 These GTC Service are subject to the laws of the Federal Republic of Germany excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

本服务一般条款和条件需遵循德意志联邦共和国的法律，《联合国国际货物销售合同公约》（《销售公约》）除外。

12.2 All disputes arising out of or in connection with this contract, which are not settled by negotiation, shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules and the award and determination of such arbitrators shall be final, binding and conclusive upon both parties. The place of arbitration shall be Munich, Germany. The language of the arbitration shall be English.

由本合同引起的或与本合同有关的所有争议，如果不能通过协商解决，则应根据国际商会的仲裁规则，由根据上述规则指定的一名或多名仲裁员进行仲裁，这些仲裁员的裁决和决定是终局的，且对双方均具有约束力和决定性。仲裁地点为德国慕尼黑。仲裁语言应为英文。

13. Final provisions

13. 最后规定

13.1 All amendments and supplements to this contract must be made in writing; moreover, they require express reference to this contract. This shall also apply to the waiver of the written form requirement.

对本合同的所有修改和补充必须以书面形式进行；此外，该等修改和补充需要明确提及本合同。该规定同样适用于放弃书面形式的要求。

13.2 Should any provision of this contract 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.

如果本合同的任何条款无效或不可执行，或变得无效或不可执行，则该条款不影响其余条款的有效性。然而，双方必须将无效或不可执行的条款替换为最接近不可执行条款的经济效益的其他条款；该规定同样适用于任何遗漏或漏洞的情况。

13.3 The GTC Service are written in Chinese and English. Both languages are equivalently valid. If any disputes arise, the English edition shall be final.

本《服务一般条款和条件》是以中文和英文书写的。两种语言都是等效的。如有任何争议，以英文版本为准。