

## Komax Shanghai – General Terms and Conditions of Supply

### 库迈思上海 - 供应合同的一般条款和条件

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#### 1. General 总则

These general terms and conditions of supply shall be binding. Any terms and conditions stipulated by the party placing the order (hereinafter called “Customer”) at any time which are in contradiction to these general terms and conditions of supply shall only be valid if expressly accepted by Komax (Shanghai) Co., Ltd (hereinafter called “Komax Shanghai”) in writing.

本一般条款和条件应具有约束力。如提交订单方（以下称为“客户”）规定的条款与条件不论在任何时间与该等条款和条件的规定相互矛盾，只有在库迈思精密机械（上海）有限公司（以下称为“库迈思上海”）明确书面接受时才有效。

A contract shall be deemed to be concluded between Komax Shanghai and the Customer upon receipt by the Customer of Komax Shanghai’s written confirmation in which the latter states its acceptance of the order (order confirmation).

库迈思上海与客户之间的合同将在客户收到库迈思上海的书面确认时成立，书面确认内将明确表述接受订单（订单确认）。

All agreements and legally relevant declarations of the parties to the contract must be in writing in order to attain validity. All declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations, unless otherwise agreed.

合同各方的所有协议、声明必须以书面形式进行。除非另有约定，通过电子媒体传输或记录在电子媒体上的所有文本形式的声明将等同于书面声明。

Unless otherwise agreed, the place of performance for all obligations arising out of the contractual relationship is the headquarters of Komax Shanghai.

除非另有约定，所有因合同关系产生的合同义务的履行地均为库迈思上海的总部。

Should a provision of these general terms and conditions of supply prove to be wholly or partly invalid, the parties to the contract shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision.

如果本一般条款和条件的整体或部分被认定为无效，合同各方应共同寻求具有法律和经济效益的安排，将影响降低到最小。

#### 2. Scope of Deliveries of Goods and Provision of Services 交付货物和提供服务的范围

The scope of Komax Shanghai’s deliveries of goods and provision of services is exhaustively specified in the quotation and/or order confirmation and in any appendices thereto and/or referenced documentation therein. Goods and/or services not listed there can be additionally billed to the Customer if they are necessary for contract performance.

库迈思上海的货物交付和服务提供的范围详细列于报价和/或订单确认中，以及任何附录和/或其中引用的文档。未列于其中的货物和/或服务，如为合同履行所必需，可以额外向客户收费。

Komax Shanghai shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

库迈思上海有权做出任何导致改进的变更，但是应保证前述变更不会导致价格上涨。

If Komax Shanghai provides technical advice or acts in an advisory capacity and this information or advice does not fall within the contractually agreed-upon duties, then such services are provided free of charge and in exclusion of all liability.

如果库迈思上海在合同约定范围之外提供技术建议或咨询服务的，则此类服务将视作免费提供，同时库迈思上海不承担任何责任。

### **3. Offers and Technical Documents 报价和技术文件**

Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided in technical documents are only binding to the extent they have been expressly stipulated as such. Komax Shanghai reserves the right to change data in the technical documents at any time.

除非另有约定，宣传册和目录不具有约束力。技术文件中提供的数据仅在明确说明时才具有约束力。库迈思上海保留随时更改技术文件中的数据权利。

All offers are of a confidential nature. Only persons who are going to handle them are allowed to be made privy to the content.

所有报价都是保密的。只有经办人员有权了解其内容。

Each party to the contract retains all rights to technical documents – such as drawings, drafts, circuit diagrams and cost estimations – it provides to the other. The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over. At Komax Shanghai's request, these documents must be returned if corresponding orders fail to materialize.

合同各方对提供给对方的技术文件（如图纸、草图、电路图和成本估算）保留所有权利。接收方认可这些权利，同时，在未经提供方书面同意的情况下，不得将这些文件全部或部分提供给任何第三方，也不得将其用于除履行合同之外的其他目的。在库迈思上海的要求下，如果相应的订单未能实现，这些文件必须予以归还。

### **4. Regulations in Force in the Country of Destination and Safety Devices 目的地国家的现行法规和安全装置**

The Customer shall, at the latest when placing the order, draw the attention of Komax Shanghai to the standards and regulations applicable to the deliveries of goods and provision of services, to the operation of the plant as well as to the health and safety of personnel.

客户应该，至迟在提交订单时，向库迈思上海明确将适用于货物交付和服务提供、设备操作、人员健康和安全的标准和法规。

Unless otherwise agreed, the goods delivered, and services provided shall comply with the standards and regulations of Komax Shanghai.

除非另有约定，交付的货物和提供的服务应符合库迈思上海的标准和规定。

### **5. Prices 价格**

Unless otherwise agreed, all prices shall be deemed to be net [FCA/DAP/CIP], [Komax Shanghai site], according to Incoterms 2020, excluding packaging, in disposable [currency] without any deduction whatsoever.

除非另有约定，否则根据 2020 年国际贸易术语解释规则（Incoterms 2020），所有价格均应视为净价 [FCA/DAP/CIP]，[库迈思上海地点]，上述价格不包括包装费用，并且，在可支配的[货币]中不扣除任何费用。

Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, packaging, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the Customer. Likewise, the Customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied as a result of or in connection with the contract, or shall refund them to Komax Shanghai in exchange for adequate evidence in case Komax Shanghai is liable for them. If applicable - the costs for transport (including packaging, shipment, and insurance) are stated on the invoice.

任何和所有额外费用，包括但不限于：运费、保险费、包装费、出口、过境、进口和其他许可证费用，以及认证费用，应由客户承担。同样的，客户还应承担任何和所有与合同有关的税款、费用、征费、关税等，或者在库迈思上海承担这些费用的情况下，将这些费用退还给库迈思上海。如果适用，则运输费用（包括包装、装运和保险）应在发票上注明。

Komax Shanghai reserves the right to adjust the prices in case wage rates or raw material prices vary between the submission of the tender and the contractually agreed performance.

如自提交投标书时起至履约期间的工资水平或原材料价格发生变化，库迈思上海保留对价格进行调整的权利。

In addition, an appropriate price adjustment shall apply in case:

此外，价格调整适用于以下情况：

- the delivery period has been subsequently extended due to any reason stated in these general terms and conditions of supply, or
- 交货期因本一般条款和条件中提到的任何原因而被后延长，或者
- the nature or the scope of the agreed goods to be delivered or services to be provided has changed, or
- 合同约定的交付商品的性质或范围发生了变化，或者
- the material or the execution has undergone changes because the documents furnished by the Customer were not in conformity with the actual circumstances, or were incomplete.
- 因为客户提供的文件与实际情况不符合或不完整而导致材料或履行发生变化。

## 6. Terms of Payment 付款条件

Payments shall be made by the Customer to Komax Shanghai's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like. Deviations from the above must be agreed in writing.

付款应根据约定的付款条件由客户支付给库迈思上海，不得扣除任何现金折扣、费用、税款、征费、收费、关税等。如双方达成一致进行变更的，应以书面的形式进行变更。

Unless otherwise mentioned in the order confirmation, the payment is due within 30 days from the invoice date.

除非在订单确认中另有说明，客户应当在发票开具的 30 日内付款。

Set-offs with counterclaims of the Customer or retention of payments due to such claims is not permissible, unless previously agreed with Komax Shanghai.

除非事先与库迈思上海达成一致，否则不允许与客户的反索赔相抵消或因此类索赔而保留应支付的款项。

The payment obligation shall be deemed satisfied as long as disposable [local currency] have been made available to Komax Shanghai at the latter's domicile.

当款项以[当地货币]的形式支付至库迈思上海，则付款义务即被视为履行。

The dates of payment shall also be observed if transport, delivery, erection, commissioning, or acceptance of the deliveries of goods or the provision of services is delayed or prevented for reasons for which Komax Shanghai is not responsible, or if insignificant parts are missing, or if it proves necessary to undertake reworking that will not prevent the goods delivered from being used.

如果非因 库迈思上海 而导致运输、交货、安装、调试或验收货物或提供服务延误或受阻，或缺少非重要部件，或证明有必要进行返工但不会妨碍所交付货物的使用，客户也应遵守付款日期的约定。

If the advance payment or the contractually agreed security is not provided in accordance with the terms of the contract, Komax Shanghai may adhere to or terminate the contract and shall in both cases be entitled to claim damages.

如果客户未按合同约定提供预付款或担保，库迈思上海可以选择继续履行或终止合同，在该两种情况下，库迈思上海均有权提出损害赔偿的要求。

If the Customer, for any reason whatsoever, is in arrears with a payment, or if Komax Shanghai is seriously concerned that it will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, Komax Shanghai, without being limited in its rights provided for by law, shall be entitled to refuse the further performance of the contract and to retain the goods ready for dispatch until new terms of payment and delivery will have been agreed and until Komax Shanghai will have been furnished with satisfactory security.

如果客户由于任何原因未按时支付款项，或者库迈思上海对于由于自合同签订以来发生的情况严重担忧其无法获得全部或不能获得按时的付款，库迈思上海有权拒绝进一步履行合同，并保留待发货物，直到达成新的付款和交货的一致约定及获得满意的担保。

If such an agreement cannot be reached within a reasonable time, or if Komax Shanghai is not provided with adequate security, Komax Shanghai shall be entitled to terminate the contract and to claim damages.

如果在合理时间内未能达成一致约定，或者如果库迈思上海未获得足够的担保，库迈思上海有权终止合同并提出损害赔偿要求。

If the Customer does not meet the agreed payment deadlines, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Customer's domicile, but not less than 4 per cent over the current 3-month CHF-LIBOR target. The right to claim further damages is reserved.

如果客户未按约定的付款期限付款，即便未经催告，客户亦应自付款到期日起承担支付利息的责任，利率根据客户所在地的现行条款而定，但利率不得低于当前3个月CHF-LIBOR目标利率的4%。同时，库迈思上海保留进一步索赔损害赔偿的权利。

## 7. Reservation of Title 所有权保留

Komax Shanghai shall remain the owner of all deliveries of goods with right of retraction until having received the full payments in accordance with the contract. Komax Shanghai is authorized to order a corresponding entry into the competent reservation of title register.

在按照合同规定收到全部款项之前，库迈思上海将保留所有交付货物的所有权，并具有取回货物的权利。库迈思上海有权要求将相应的内容登记至对应的所有权保留登记簿中。

The Customer shall cooperate in any measures necessary for the protection of Komax Shanghai's title. In particular upon entering into the contract, the Customer authorizes Komax Shanghai to enter or lodge notice of the reservation of title in the required form in public registers, books or similar records, all in accordance with relevant national laws, and to fulfill all corresponding formalities, at the Customer's expense.

客户应尽其所能配合库迈思上海保护其所有权。在签订合同时，客户授权库迈思上海以法律规定的形式在公共登记、账簿或类似记录中输入或注册保留所有权的登记，所有这些必须符合相关国家法律，同时相应的费用由客户承担。

During the period of the reservation of title, the Customer shall, at its own expense, maintain the delivered goods in accordance with the relevant operating manual and in agreement with Komax Shanghai, and insure them for Komax Shanghai's benefit against theft, breakdown, fire, water, and other risks. It shall further take all measures to ensure that Komax Shanghai's title is in no way prejudiced.

在保留所有权期间，客户应自行承担费用，并按照相关操作手册以及与库迈思上海的协议维护交付的货物，并并以库迈思上海为受益人，为货物购买防盗、防故障、防火、防水和其他风险的保险。此外，客户还必须采取一切措施，确保库迈思上海的所有权不受任何损害。

## 8. Delivery Period 交货期限

The delivery period shall start as soon as the contract is concluded in accordance with these general terms and conditions of supply, all official formalities such as, but not limited to, import, export, transit, and payment permits have been completed, payments due with the order have been made, any agreed security has been provided and the main technical points settled. The delivery period shall be deemed to be observed if by the time the period expires, a notification has been sent to the Customer that the deliveries are ready for dispatch. Where a delivery period is fixed, this date shall be the last day of a delivery period.

一旦双方根据本一般条款和条件签订合同，并完成所有官方手续，包括但不限于：进口、出口、过境和付款许可、支付订单应付款项、提供任何约定的担保、解决主要技术问题，交货期即开始。如果在交货期限届满时，已向客户发出载明货物已准备发货的通知，即被视为遵守了交货期限。在规定交货期的情况下，该日期应为交货期的最后一天。

Compliance with the delivery period is conditional upon the Customer fulfilling its contractual obligations, such as making known specifications.

遵守交货期限的前提是客户履行其合同义务，比如：客户提供所需产品的规格信息。

The delivery date is reasonably extended:

在以下情况下，交货日期将被视为合理延长：

- if the information required by Komax Shanghai for performance of the contract is not received fully and in time, or if the Customer subsequently changes this information thereby causing a delay in the deliveries of goods or the provision of services;
- 如果库迈思上海未全面、及时接收到用于履行合同所需的信息，或者客户随后更改此信息，从而导致交货或提供服务的延迟；

- if hindrances occur which Komax Shanghai cannot prevent despite exercising due care. Such hindrances include, but shall not be limited to, epidemics, pandemics, mobilization, war, revolution, serious breakdown in the works, accidents, labor conflicts, late or deficient delivery by supplier of raw materials, semifinished or finished products, important work pieces becoming scrap, official actions or omissions by any state authorities or public bodies, natural catastrophes, shortage of resources and material. In such situation Komax Shanghai is not liable for any damages;
- 如果发生库迈思上海尽了最大努力也无法避免的障碍。这些障碍包括但不限于：流行病、大流行病、动员、战争、革命、工厂严重瘫痪、事故、劳资冲突、原材料或半成品或成品供应商延迟交货或交货不足、重要工件报废、任何国家机关或公共机构的官方作为或不作为、自然灾害、资源和材料短缺。在这种情况下，库迈思上海不承担任何损害赔偿任;
- if the Customer or any third party is behind schedule with work it has to execute, or with the performance of its contractual obligations, in particular if the Customer fails to observe the terms of payment.
- 如果客户或任何第三方未能按时履行其合同义务，特别是如果客户未能遵守付款条件。

Any costs for which Komax Shanghai is not responsible that were incurred by an extension of the delivery period shall be invoiced to the Customer.

任何非因库迈思上海导致的交货期限延长而产生费用，应由客户承担。

### Delay

延迟

Komax Shanghai is only in default regarding delay by a written notice of the Customer that states a reasonable grace period.

只有在客户发出书面通知并说明合理宽限期的情况下，库迈思上海才算作延期交付。

The customer shall be entitled to claim compensation for delayed deliveries if it can be proven that the delay was caused by Komax Shanghai and the customer can prove damage as a result of this delay. If the customer is relieved by a replacement delivery, the claim for compensation for delay shall lapse.

如客户能证明延期是由库迈思上海引起的且由于此延迟遭受损失，则客户有权索赔因延迟交付而造成的损失。如果客户获得了替代性交付，则其不再享有索赔的权利。

The compensation for delay shall amount to a maximum of 0.5% for each full week of delay, but not more than 5% in total, calculated on the contract price of the delayed part of the delivery. The first two weeks of delay shall not give rise to a claim for compensation for delay. After the maximum compensation for delay has been reached, the customer shall set Komax Shanghai a reasonable period of grace in writing. If this grace period is not met for reasons for which Komax Shanghai is responsible, the Customer shall be entitled to refuse acceptance of the delayed part of the delivery. Komax Shanghai shall not be held liable for delivery delay caused by delivery delay of its suppliers and shall assume no liability for any damages or losses that arise from delayed delivery of its suppliers.

延迟赔偿将最高达到延迟交付部分的合同价格的 0.5%/周，但总额不超过 5%。延误的前两周不得要求延误赔偿。在达到延迟赔偿的最高限额后，客户应以书面形式为 库迈思上海 规定一个合理的宽限期。如果由于 库迈思上海 应负责任的原因而未遵守该宽限期，则客户有权拒绝接受延迟交付的货物。[集团公司]对因其供应商延迟交货而造成的延迟交货不承担任何责任，对因其供应商延迟交货而造成的任何损害或损失不予以赔偿。

The customer shall have no rights and claims for delay in delivery or performance other than those expressly stipulated in the clauses regarding the delivery period. This restriction does not apply in the case of unlawful intent or gross negligence on the part of Komax Shanghai but does apply in the case of auxiliary persons.

除有关交货期的条款中明确规定的权利和要求外，客户对延迟交货或履约不享有其他权利和要求。此限制不适用于库迈思上海 的过错或重大过失，但适用于辅助人员。

## 9. Packaging 包装

Packaging shall be invoiced separately by Komax Shanghai and shall not be returnable. However, if it is declared as Komax Shanghai's property, it shall be returned by the Customer, carriage paid, to the place of dispatch.

包装应由 库迈思上海 单独开具发票，不得退还。但是，如果包装被声明为 库迈思上海 的财产，则客户应将其退回发货地，运费由客户承担。

## 10. Passing of Benefit and Risk 权益和风险的转移

The agreed delivery clauses shall be interpreted according to the INCOTERMS valid at the time of the parties' entry into the contract.

双方签订合同时，约定的交付条款应根据当时有效的国际贸易术语解释规则（Incoterms 2020）进行解释。

Partial delivery is allowed unless otherwise agreed.

除非另有约定，允许部分交付。

If dispatch is delayed at the Customer's request or for other reasons for which Komax Shanghai is not responsible, the risk shall pass to the Customer at the time originally foreseen for their leaving the works. From this moment on, the goods being delivered shall be stored and insured on the account and at the risk of the Customer.

如果因客户的要求或其他非库迈思上海导致的原因导致发货延迟，风险将在原定离厂时间点即转移到客户身上。从这一时刻起，正在交付途中的货物将由客户负责存储和保险，风险亦由客户承担。

## 11. Shipping, Transport, and Insurance 装运、运输和保险

Komax Shanghai must be notified in a timely manner about any special requests regarding shipment, transport and insurance. The transport shall proceed at the Customer's expense and risk. The Customer shall be responsible for taking out insurance against risks of any kind.

客户应当及时通知库迈思上海任何有关装运、运输和保险的特殊要求。运输将由客户承担费用和 risk。客户应负责投保各种风险的保险。

Shipment are handled with FCA Komax Shanghai Site, Incoterms 2020, unless otherwise agreed. Packaging is chosen by Komax Shanghai.

除非另有约定，货物将根据 2020 年国际贸易术语解释规则（Incoterms 2020）中的 FCA [库迈思上海地点] 条款进行处理。包装由库迈思上海选择。

Shipments that have incurred shipping damage must only be accepted with a qualified reservation (exact details of damage). This reservation must also be signed by driver. Externally visible damage must be documented including pictures. Damaged goods must be secured and completed with the original package. Shipping damage must be reported to Komax Shanghai immediately and with high priority in writing using the form "Delivery Feedback / Lieferfeedback" (for replacement deliveries) or "Setup Feedback / Installationsfeedback" (for machine deliveries), mandatorily mentioning "Shipping damage". Promptly, the forwarding agent and/or freight carrier, however applicable, must be informed to ascertain the facts and safeguard all rights. The forms can be found at [www.komaxgroup.com](http://www.komaxgroup.com) or [www.direct.komaxgroup.com](http://www.direct.komaxgroup.com).

发生了运输损坏的货物只能在有合格保管（损坏的具体细节）的情况下才会被接受。此保管还必须由驾驶员签字。外部可见的损坏必须以照片等形式进行记录。损坏的货物必须使用原包装进行固定。运输损坏必须以书面形式优先报告给 库迈思上海，报告形式为 "Delivery Feedback / Lieferfeedback"（用于更换交付）或 "Setup Feedback / Installationsfeedback"（用于机器交付），同时必须注明“运输损坏”。无论如何，必须立即通知货运代理和/或货运公司，以查明事实并维护所有权利。相关表格可以见 [www.komaxgroup.com](http://www.komaxgroup.com) or [www.direct.komaxgroup.com](http://www.direct.komaxgroup.com)

## 12. Inspection and Formal Acceptance of the Deliveries of Goods and Provision of Services 货物交付和服务提供的检验和验收

Komax Shanghai agrees to inspect the deliveries of goods and provision of services prior to dispatch if this is a customary practice. If the Customer requests further testing, it has to be specially agreed upon and paid for by the Customer.

如果属于当地的商业惯例，库迈思上海同意在发货前对交付的货物和提供的服务进行检验。如果客户要求进一步检验，则必须由得到库迈思上海的特别同意并由客户支付费用。

The Customer shall, within 14 days from the date of their receipt, inspect the goods delivered and the services provided and shall immediately report any defects in writing to the service unit specified by Komax Shanghai. For this notification of defects, it is mandatory to use the form "Delivery Feedback / Lieferfeedback" (for replacement deliveries) or "Setup Feedback / Installationsfeedback" (for machine deliveries).

客户应在收到货物的日期起 14 天内检查所交付的货物和所提供的服务，并应立即书面报告任何缺陷，报告必须发送给库迈思上海指定的服务单位。对于此缺陷通知，必须使用“交付反馈/ Lieferfeedback”（用于更换交付）或“安装反馈/ Installationsfeedback”（用于机器交付）的表格，这是强制性的。

On being notified of defects, Komax Shanghai shall remedy them as quickly as possible and the Customer shall give Komax Shanghai the opportunity to do so.

在收到缺陷通知后，库迈思上海将尽快解决这些问题，客户应当给予库迈思上海解决问题的通知。

A special agreement is needed for carrying out a formal acceptance test and setting the conditions related to it. Therefore, an acceptance procedure such as FAT/SAT must be mutually agreed to be applicable. Unless otherwise agreed, the following applies:

进行正式验收测试并设定测试的相关条件，为此，双方需要达成关于验收测试的单独约定。因此，如要使用例如 FAT/SAT 的正式验收程序，双方必须共同同意。除非双方另有约定，一般适用以下规定：

- Komax Shanghai shall advise the Customer in time of the execution of the acceptance test so that the Customer or its representative can attend.
- 库迈思上海将及时通知客户执行验收测试的时间，以便客户或其代表可以出席。
- A formal acceptance report shall be prepared which shall be signed by both the Customer and Komax Shanghai or by their representatives. This report shall state either that the formal acceptance has been given or that it has been given conditionally or that the Customer has refused to give its formal acceptance. In the latter two cases, the defects shall be listed individually in the report.
- 将准备正式验收报告，该报告应由客户和库迈思上海或其代表签署。该报告应明确载明：客户已经正式验收或，客户给予有条件的验收或，客户拒绝验收。在后两种情况，在报告中应当列明每个有缺陷的部分。
- In case of insignificant defects, in particular those which do not substantially hinder the efficient functioning of the delivered goods or provided services, the Customer shall not be entitled to refuse the acceptance of same and the signing of the acceptance report. Such claims fall under warranty. Komax Shanghai shall remedy these defects without delay.
- 如果是微小缺陷的情况下，尤其是那些不会严重影响交付货物或提供服务的有效功能的缺陷情况下，客户无权拒绝接受同样的替换部件，亦无权拒绝签署验收报告。此类问题属于保修范围，库迈思上海会立即修复这些缺陷。
- In case of important deviations from the contract or of serious defects for which Komax Shanghai is responsible, the Customer shall give Komax Shanghai the opportunity to remedy the defects within a reasonable time. Thereafter a further acceptance test shall take place.
- 如与合同约定严重不符或应由库迈思上海对该等严重缺陷负责的情况下，客户应给予库迈思上海在合理时间内解决缺陷的机会。进一步的验收测应予以安排。
- If during this test important deviations from the contract or serious defects appear again, the Customer shall be entitled to claim either a price reduction or an indemnity or other compensations from Komax Shanghai, provided the parties to this contract agreed to this beforehand. If, however, the defects or deviations appearing during such a test are so serious that they cannot be remedied within a reasonable time and if the goods delivered and services provided cannot be used for their specified purpose or their use is substantially impaired, then the Customer shall be entitled to refuse to accept the defective portion of the delivery or, if partial acceptance is economically unreasonable to expect of the Customer, to terminate the contract. In such a case Komax Shanghai can only be held liable to reimburse the sums which have been paid to it for the portions of the delivery affected by the termination.
- 如果在测试期间再次发生与合同约定严重不符或严重缺陷的情况，客户有权在各方事先同意的情况下，要求库迈思上海减少价款、赔偿或其他补偿。然而，如果测试期间出现的缺陷或偏差严重到无法在合理时间内修复，且交付的货物和提供的服务无法用于指定的用途或其使用受到严重影响，则客户有权拒绝接受交付中有缺陷的部分，或者如果对客户来说部分接受在经济上不合理，则其有权终止合同。在这种情况下，库迈思上海仅负责从已收取的款项中返还终止部分所对应的款项。
- Prior to the machines being put into operation, the Customer shall read carefully all accompanying documents such as operating and software instructions, spare parts catalog and any conversion and installation instructions. In case of resale the Customer is obliged to forward the above documents to the purchaser and to ensure that this procedure is applied to any further sales actions.
- 在机器投入运营之前，客户应仔细阅读所有附带文件，比如操作和软件说明、备件目录以及任何转换和安装说明。在转售情况下，客户有义务将上述文件转发给购买者，并确保将此等程序同样的应用于任何进一步的销售活动。
- In project business Komax Shanghai reserves the right to deviate from drawings, weights, measurement tables and previously shown design documents if these deviations are considered purposeful for the model involved and the Customer was consulted beforehand.
- 在项目进行过程中，库迈思上海保留修改图纸、重量、测量表和先前显示的设计文件的权利，前提是这些修改被认为对所涉及的模型是有目的的，并且事先咨询了客户。

Formal acceptance shall also be deemed completed,  
在以下情况下正式验收应视为已完成，

- if the acceptance test cannot be carried out on the date provided for due to reasons beyond Komax Shanghai's control;
- 如果由于库迈思上海无法控制的原因无法在规定的日期进行验收测试;
- if the Customer refuses to give its acceptance without being entitled to do so;
- 如果客户未经授权拒绝接受;
- if the Customer refuses to sign the acceptance report prepared in accordance with this clause;
- 如果客户拒绝根据本条款准备的验收报告;
- as soon as the Customer uses the goods delivered or services provided by Komax Shanghai.
- 一旦客户开始使用库迈思上海提供的货物或服务。

Defects of any kind in the goods delivered or services provided shall not entitle the Customer to any rights and claims other than those expressly stipulated in the clauses of these general terms and conditions of supply regarding **warranty, liability for defects.**

除非在本一般条款和条件中明确规定，所交付货物的任何类型缺陷或提供服务的任何类型的缺陷均不得赋予客户任何权利和索赔。

### **13. Warranty, Liability for Defects 保修，缺陷责任**

#### **Warranty period for merchantable quality**

保修期

The period for asserting warranty claims regarding merchantable quality lasts 12 months. After that any warranty claims are precluded. The period starts with the dispatch of the delivery ex works or possibly at the agreed formal acceptance of the goods to be delivered and the services to be provided or, if Komax Shanghai assumes responsibility for installation, upon completion thereof. If dispatch or acceptance or installation are delayed for reasons beyond Komax Shanghai's control, the period for asserting warranty claims regarding merchantable quality shall end no later than 15 months after the invoice date.

商品质量的保修期为 12 个月。此后，任何保修索赔均不予受理。保修期的起始时间为工厂发货之时，或可能的双方同意的对待交付货物和待提供的服务正式验收完成之时，或如果由 库迈思上海 负责安装，则在安装完成之时。如果由于 库迈思上海 无法控制的原因导致发货、验收或安装延迟，则就质量保修期限应在发票日期的 15 个月内结束。

No warranty is given for wearing parts.

不对磨损零件提供保修。

The warranty claims expire prematurely if the Customer or a third party has inappropriate modifications or repairs undertaken by specialists not acknowledged by Komax Shanghai or if the Customer, in case of a defect, does not immediately take all suitable steps to mitigate the damage and does not give Komax Shanghai the opportunity to remedy the defect.

如果客户自行或由未经 库迈思上海 认可的第三方进行了不适当的改装或维修，或者，客户如果在出现缺陷时未能立即采取一切适当措施来减少损失并且也没有通知 库迈思上海 修复缺陷，则保修期提前结束。

#### **Liability for defects in material, design, and workmanship**

缺陷责任，包括材料、设计和工艺缺陷

Upon written request from the Customer, Komax Shanghai shall undertake as quickly as possible its choice of either repairing or replacing any parts of the delivered goods which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become Komax Shanghai's property unless it explicitly dispenses with such ownership. Komax Shanghai shall cover the reworking costs incurred at its factory. If reworking cannot be carried out in Komax Shanghai's factory, the Customer shall bear the related costs that exceed the customary costs of transport, personnel, travel, and living as well as of dismantling and reassembly of the defective parts.

如果因材料劣质、设计缺陷或工艺不良而被证明存在质量缺陷，那么，在客户的书面要求下，库迈思上海应在保修期届满之前，尽快选择进行修理或更换已交付的货物中的部件。除非库迈思上海明确放弃所有权，被更换的部件系库迈思上海的财产。库迈思上海应自行承担其工厂内产生的返工费用。如果不能在库迈思上海的工厂内进行返工，则客户应承担运输费、人工费、差旅费以及拆卸和重新组装故障部件费用的相关费用。

#### **Liability for express guarantees**

明示保证的责任

Express guarantees are only those which have been expressly stipulated as such in the order confirmation or in the specifications. An express guarantee is valid until the expiration of the warranty period at the latest. If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant quality or capacity. If the express guarantees are not or only partially achieved, the Customer may first of all demand that Komax Shanghai carry out the improvements immediately. The Customer shall give Komax

Shanghai the necessary time and opportunity to do so. If such improvements fail completely or in part, the Customer may claim such compensation as has been agreed for such a case, or, if such an agreement has not been made, a reasonable price reduction. If, however, the defect is so serious that it cannot be remedied within a reasonable time and if the delivered goods or provided services cannot be used for their specified purpose or their use is substantially impaired, then the Customer shall be entitled to refuse to accept the defective portion of the delivery or, if partial acceptance is economically unreasonable to expect of the Customer, to terminate the contract. In such a case Komax Shanghai can only be held liable to reimburse the sums which have been paid to it for the portions of the delivery affected by the termination.

明示保证仅指在订单确认或规格中明确约定的内容。明示保证的有效期至迟在保修期届满之日届满。如果已经约定了验收测试，只要测试结果证明了相应的质量或能力，该明示保证即被视为已经履行。如果明示保证未能全部或部分实现，客户首先可以要求库迈思上海立即进行改进。客户应给予库迈思上海必要的时间和机会来进行改进。如果这种改进完全或部分失败，客户可以要求按照协议约定的方式进行赔偿，或者如果没有达成协议，客户可以要求减少合理的价格。然而，如果缺陷严重导致在合理的时间内无法修复，交付的货物或提供的服务无法用于其指定的用途或其使用受到严重影响，那么客户有权拒绝该等有缺陷部分的交付，或者如果对客户来说该等部分接受在经济上是不合理的，其有权终止合同。在这种情况下，库迈思上海仅负责从已收到款项中返还终止部分对应的款项。

### **Exclusions from the liability for defects**

责任免除范围

Excluded from Komax Shanghai's warranty and liability for defects are all deficiencies which have not been proven to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive strain, use of any unsuitable consumables, influence of chemical or electrolytic action, construction or installation work not undertaken by Komax Shanghai, or resulting from other reasons beyond Komax Shanghai's control. Komax Shanghai is, within the limits of warranty, only liable for damages resulting from deficient software insofar as the customer had no influence on such software. An influence shall be considered especially in case of software modifications and / or combination with third party software, any kind of modification of parameter settings by not specifically trained personnel and any handling deviant from the operating instructions.

库迈思上海的保修和缺陷责任不包括所有未经证实的源于不良材料、错误设计或拙劣工艺的缺陷，例如：由于正常磨损、不当维护、未遵守操作说明、过度疲劳、使用任何不合适的消耗品、化学或电解作用的影响、非库迈思上海进行的建筑或安装工作，或由于库迈思上海无法控制的其他原因造成的缺陷。在保修范围内，库迈思上海只对非因客户造成的软件缺陷产生的损失负责。特别是在软件修改和/或与第三方软件结合的情况下，未经专门培训的人员对参数设置进行任何形式的修改，以及任何偏离操作说明的操作，都应被考虑在责任免除的范围内。

### **Goods and services from subcontractors**

由分包商交付的货物和服务

For goods delivered and services provided by subcontractors stipulated by the Customer, Komax Shanghai assumes warranty and liability for defects only to the extent of the subcontractors' warranty obligations.

对于由客户指定的分包商交付的货物和服务，库迈思上海仅在分包商的保修义务范围内承担保修和缺陷责任。

### **Exclusivity of warranty of merchantable quality claims**

商品质量保证索赔的排他性

With respect to any defective material, design or workmanship as well as to any failure to fulfill express guarantees, the Customer shall not be entitled to any rights and claims other than those expressly stipulated in the clauses regarding warranty, liability for defects. Any further warranty and/or liability – especially for any consequential damages – is excluded.

关于任何有缺陷的材料、设计或工艺，以及任何未能满足明示保证的情况，客户除了条款中明确规定的有关保修、缺陷责任的条款之外，不再享有任何其他权利和要求。任何进一步的保修和/或责任，特别是任何间接损害，均被排除在外。

### **Liability for additional obligations**

额外责任

Komax Shanghai is only liable to the extent of unlawful intent or gross negligence as regards claims arising from faulty advice and the like or from breach of any additional obligations.

库迈思上海仅在故意或重大过失的范围内，对因错误建议等引起的索赔或因违反任何额外义务引起的索赔承担责任。

### **Violation of the rights of third parties**

侵犯第三方权利

Komax Shanghai guarantees that it holds all rights to render its performances in accordance with the contract. If a third party asserts a better right with regard to the goods delivered, the Customer must notify Komax Shanghai thereof in writing within 5 days.

库迈思上海保证其拥有履行合同的所有权利。如果第三方对交付的货物主张优先权利的，客户必须在 5 天内以书面形式通知库迈思上海。

Assuming this notification is made on time and every reasonable support is granted at all times, Komax Shanghai shall be responsible for defending, at its own expense, the Customer against such claims. If need be, Komax Shanghai shall alter its performances in such a way that they meet all of the Customer's essential requirements while not violating third party rights, or Komax Shanghai shall obtain, at its own expense, a license from the third party for the Customer. If Komax Shanghai succeeds in doing neither one nor the other and the third-party claims are established by a court decision, Komax Shanghai shall pay compensation for every direct loss incurred by the Customer due to enforced third party claims.

Any further warranty and /or liability – especially for any consequential damages – is excluded. The Customer is solely responsible for ensuring that the products delivered by Komax Shanghai are not used to manufacture products that violate the patents or other proprietary rights of third parties. Komax Shanghai refuses to assume any liability in this regard.

如果客户及时通知并已采取合理措施，库迈思上海应负责让客户免受此类索赔的侵害并承担相应的费用。如有必要，应在不侵犯第三方权利的情况下，库迈思上海应采用变通的方式以满足客户的实质性要求，或者库迈思上海应自费获取第三方的授权。如果库迈思上海既无法实现第一种情况，也无法实现第二种情况，并且第三方索赔已经通过法院裁决确认，库迈思上海将支付客户因第三方索赔而导致的每一项直接损失。任何进一步的保证和/或责任，特别是间接损失，均被排除在外。客户必须确保由库迈思上海交付的产品不被用于制造侵犯第三方专利或其他专有的产品；如发生此类情况，库迈思上海不承担任何责任。

#### **14. Return Material Authorization Process (RMA Process) 退货授权流程 (RMA 流程)**

If the Customer ships back certain parts or machines for some reason, it must announce this action in advance in writing using the form Komax Shanghai provides for this purpose. If Komax Shanghai accepts the return shipment of certain parts or machines, they are given an RMA No. (Return Material Authorization No.). Komax Shanghai shall accept only return shipments which it expressly approved in advance and for which it issued an RMA No. For other shipments, Komax Shanghai reserves the right not to accept them and to return them at the expense of the sender, to properly invoice the returned parts or machines or (in the case of advance payment) to dispense with giving the Customer credit.

如果客户因某种原因将某些零部件或机器退回，其必须事先以使用库迈思上海为此目的制作的表格的书面形式告知此等操作。如果库迈思上海接受某些零部件或机器的退货，该等被退回的零部件或机器将被分配一个 RMA 编号（退货材料授权编号）。库迈思上海仅接受事先明确被批准的并被颁发 RMA 编号的退货。对于其他退件，库迈思上海保留不接受它们并将其退还发件人的权利，且费用由该发件人承担，同时库迈思上海保留对该等退回的部件或机器开具发票的权利，或（在预付款的情况下）保留不给客户结账的权利。

Electronic components called EGB (German: Elektrostatisch Gefährdete Bauelemente) or ESD (Electrostatic Sensitive Device) might be destroyed by electrostatic charge. Those parts shall be shipped, transported and stored in special ESD suitable packaging. The repurchase of parts arriving at Komax Shanghai in inappropriate packaging is refused. Returns shall be handled according to the form "Guidelines for sales returns."

The Customer shall return replacement parts and goods delivered and services provided under warranty cases within 90 days of the above announcement date. If the Customer fails to meet this deadline, Komax Shanghai reserves the right to refuse acceptance of such parts or machines and to send them back at the Customer's expense or if need be, to properly invoice them or (in the event of advance payment) to dispense with giving the Customer credit.

电子元件称为 EGB（德语：Elektrostatisch Gefährdete Bauelemente）或 ESD（静电敏感器件）可能会被静电电荷损坏。这些零件必须在特殊的 ESD 所适用包装中进行发货、运输和存储。如该零件以不适当包装的到达库迈思上海后，库迈思上海将拒绝收件。退货将根据“销售退货指南”表格进行处理。在保修情况下客户应在获得通知之日起 90 天内退还替换的零件、交付的货物和提供的服务。如果客户未能遵守此期限，库迈思上海保留拒绝接受这些部件或机器的权利，并将其退回，费用由客户承担，或在必要时开具适当发票，或（在预付款的情况下）不给客户结账。

#### **15. Nonperformance, Bad Performance and Consequences 不履约、不良履约及其后果**

In all cases of bad performance or nonperformance not expressly covered by these general terms and conditions of supply – in particular if Komax Shanghai, without valid reasons, starts execution of the deliveries of goods and provision of services so late that punctual completion is no longer foreseeable, or if an execution contrary to the terms of the contract can be clearly foreseen through Komax Shanghai's fault, or if the deliveries of goods or provision of services have been executed contrary to the terms of the contract through Komax Shanghai's fault – then the Customer shall be entitled to grant Komax Shanghai a reasonable additional grace period for the affected

deliveries of goods or provision of services along with a simultaneous warning that the Customer will terminate the contract in case of non-compliance. If Komax Shanghai lets this additional grace period lapse unused through its own fault, the Customer shall be entitled to terminate the contract with respect to the goods delivered or services provided contrary to the contract or certain to be delivered or provided contrary to the contract, and to claim a refund of the payments already rendered for such goods or services.

在未被本一般条款和条件中明确涵盖的不良履约或不履约的情况下，特别是如果 库迈思上海 无正当理由逾期交付货物和提供服务导致无法预见准时完工，或者如果由于 库迈思上海 的过错可以明确预见对合同条款的违反，或者如果由于 库迈思上海 的过错导致交付货物或提供服务违反了合同条款，则客户有权就交付货物或提供服务中受影响的部分给予 库迈思上海 合理的额外宽限期，并同时警告：如果未能纠正，客户有权终止合同。如果 库迈思上海 因自身过错而未能在该宽限期改正，则客户有权就违反合同规定交付的货物或提供的服务或违反合同规定待交付的货物或待提供的服务终止合同，并要求退还已为这些货物或服务支付的款项。

In such a case the provisions regarding exclusion of further liability shall apply with regard to any claim for damages on the part of the Customer and with regard to the exclusion of any further liability, and any claim for damages shall be limited to 5 per cent of the contract price for the deliveries of goods and provision of services affected by the termination.

在这种情况下，有关免除进一步责任的条款应适用于客户提出的任何损害赔偿要求，并且任何损害赔偿要求应仅限于受终止影响的货物交付和服务提供合同价格的 5%。

## **16. Withdrawal by Customer 客户撤销合同**

After the order has been confirmed by Komax Shanghai with an order confirmation, Customer shall not be entitled to terminate the contract. In the event of premature withdrawal from the contract by the Customer, Customer shall pay the following percentages of the order value to Komax Shanghai, in addition to any other damages or costs: i) after order confirmation: 50%; ii) assembly completed and ready for dispatch: 80%; and after delivery: 100%.

在库迈思上海已确认订单后，客户无权终止合同。如果客户撤销合同的，除了支付其他损害赔偿或费用外，客户还应向库迈思上海支付以下订单金额的百分比：i) 在订单确认后：50%；ii) 装配完成并准备发货：80%；发货后：100%。

## **17. Termination of the Contract by Komax Shanghai 库迈思上海解除合同**

The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the goods or services or considerably affect the work of Komax Shanghai, or if performance subsequently becomes impossible. In so far as such adaptation is economically not justifiable, Komax Shanghai shall be entitled to terminate the contract or the parts affected thereby.

如果不可预见的事件显著改变了合同的经济效果或货物或服务的内容，或者显著影响了库迈思上海的工作，或者后续的履行变得不可能，合同应相应调整。如果这种调整在经济上不可行的情况下，库迈思上海有权终止整个合同或受影响的部分合同。

If Komax Shanghai wishes to terminate the contract it shall – after having recognized the consequences of the event – immediately inform the Customer; this provision applies even if an extension of the delivery period has been agreed beforehand. In case of termination of the contract Komax Shanghai shall be entitled to be paid for those portions of the goods already delivered and services already provided. The Customer shall be refunded payments already rendered if it has not received any counter-performances for them. Claims for damages on the part of the Customer owing to such a termination are excluded.

如果库迈思上海希望终止合同，应在确认终止合同的后果后立即通知客户；即使事先已经同意延长交货期，本规定也适用。在库迈思上海终止合同的情况下，库迈思上海有权收取其为已交付的货物和已提供的服务的部分款项。如果合同未能履行，则客户已支付的款项应予以退还。客户因终止合同而提出的索赔不予赔偿。

## **18. Exclusion of Further Liability on Komax Shanghai's Part 库迈思上海的进一步责任排除**

All violations of contract and the relevant legal consequences as well as all claims of the Customer irrespective of the grounds on which they are based are exhaustively covered by these general terms and conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the Customer be entitled to claim damages other than those occurring in the goods delivered and services provided, and as are exhaustively covered by the general terms and conditions of supply and the individual quotations and order confirmations of Komax Shanghai. This exclusion of liability especially refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage. This limitation, however, does not apply to unlawful intent or gross

negligence on the part of Komax Shanghai but it does apply to unlawful intent or gross negligence on the part of persons employed or appointed by Komax Shanghai to perform any of its obligations. For the rest, this exclusion of liability does not apply to the extent that it is contrary to compulsory law.

所有违反合同的行为和相关法律后果，以及客户的所有索赔，无论其依据是什么，都已经包含在本一般条款和条件中。特别是，任何未明确提及的损害赔偿、降价、终止或退出合同的情形都予以排除。在任何情况下，客户都无权要求除所交付的货物和所提供的服务之外的其他损害赔偿，因为这些损害赔偿在本一般条款和条件以及库迈思上海的报价单和订单确认书中已经进行了穷尽列举。本条责任排除条款尤其适用于，但不限于生产损失、使用损失、订单损失、利润损失以及其他直接或间接或后果性损害。但是，这一限制不适用于库迈思上海的故意或重大过失，但适用于库迈思上海雇用或指定履行其任何义务的人员的故意或重大过失。此外，本条责任排除条款在违反强制性法律的情况下不适用。

## 19. Right of Recourse of Komax Shanghai 库迈思上海的追索权

If, through actions or omissions of the Customer or of persons employed or appointed by it to perform any of its obligations, personal injury or damage to the property of third parties occurs and if a claim is made against Komax Shanghai on these grounds, then the latter shall be entitled to take recourse against the Customer.

如果因客户或客户聘用或委派履行其任何义务的人的作为或者不作为，导致第三方产生人身、财产损害的，且如该第三方向库迈思上海提出索赔，那么库迈思上海将有权向客户追索。

## 20. Force Majeure 不可抗力

Komax Shanghai shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached its obligations for any failure or delay, if such failure or delay is caused by or results from acts beyond Komax Shanghai's control, including, but not limited to:

如果库迈思上海的履约由于不可抗力事件而出现失败或延迟，库迈思上海对客户不承担责任，也不被视为违约或违反其义务，此类不可抗力事件包括但不限于：

- acts of nature,
- 自然灾害,
- flood, fire, earthquake, or other natural disaster,
- 洪水、火灾、地震或其他自然灾害,
- total or partial closing of supplying factories,
- 供应工厂全部或部分关闭,
- war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest,
- 战争、入侵、敌对行动（不管是否宣战）、恐怖主义威胁或行为、暴动或其他民事动乱,
- strikes, labor stoppages or slowdowns or other industrial disturbances;
- 罢工、劳工停工或减速或其他工业干扰;
- shortages of or delays in receiving raw materials or
- 原材料短缺或延迟收货,
- action by any governmental authority including prohibition of imports or exports or a substantial increase in custom duties
- 政府当局的任何行动，包括禁止进口或出口或大幅提高关税
- Pandemic or Epidemic (each, a "Force Majeure Event").
- 流行病或疫情（每个都被称为“不可抗力事件”）。

In the event of any delay in the Komax Shanghai performance due to a Force Majeure Event, Komax Shanghai shall have such additional time for performance as may be reasonably necessary under the circumstances and the Komax Shanghai may allocate its production and deliveries among all of its customers in its reasonable discretion.

如果由于不可抗力事件导致库迈思上海的履约出现延迟，库迈思上海应拥有在此情况下合理必要的额外履约时间，库迈思上海可合理酌情自行决定在其所有客户之间分配其生产和交货。

## 21. Intellectual Property 知识产权

Komax Shanghai retains ownership or IP rights of all offers and cost estimates submitted by Komax Shanghai as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties, or reproduce them without the express consent of Komax Shanghai. At the request of Komax Shanghai, Customer shall return these items to Komax

Shanghai in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

库迈思上海保留所有提交的报价和成本估算的所有权或知识产权，以及提供给客户的图纸、插图、计算、手册、目录、模型、工具和其他文件和工具的所有权或知识产权。未经 库迈思上海 明确同意，客户不得向第三方提供这些物品的本身或其内容，不得对外披露，亦不得自行或通过第三方使用、复制这些物品。在 库迈思上海 的要求下，如果客户在正常业务过程中不再需要这些物品，或者如果因谈判破裂导致合同未签订，则客户应将这些物品全部退还给 库迈思上海，并销毁任何复制件。

## 22. Export and Embargo on Secondary Exports 出口及次级出口禁令

The embargo for secondary exports is only valid for articles which are particularly designated on the delivery note or on the invoice.

次级出口禁令仅对在交货单或发票上特别指定的商品有效。

Re-exportation of these goods is prohibited according to a commitment with the Section of Import and Export. This commitment devolves to the purchaser of those products and shall be passed on in case of further transfer.

根据进出口部门的要求，不得重新出口这些商品。该承诺由这些产品的购买者承担，并在进一步交易的情况下依次传递。

For importation, resale or shipping to another country, these are the Customer's responsibility. Customer commits to follow all local as well as international Re-Export-Rules.

对于进口、转售或运往其他国家，客户应自行承担全部责任。客户应承诺遵守所有当地和国际再出口规定。

If, during performance of the supply of goods and/or services it is found that Customer and/or country of Customer's address is sanctioned then the individual contract between Customer and Komax Shanghai shall be null and void, without any obligation for Komax Shanghai to perform and without any entitlement for Customer to claim for costs or damages.

如果在供应商品和/或服务的执行过程中发现客户和/或客户地址所在国家受到制裁，则客户与库迈思上海之间的个别合同将无效，库迈思上海无义务履行，并且客户无权要求赔偿费用或损害赔偿。

## 23. Installation 安装

If Komax Shanghai undertakes or supervises the installation work, the General Terms and Conditions of Maintenance and Repair Komax Shanghai Services shall apply.

如果库迈思上海承担或监督安装工作，将适用库迈思上海维修和维护服务的一般条款和条件。

## 24. Code of Conduct 行为准则

Customer commits to fully adhere to Komax Shanghai Code of Conduct which can be found on the [Komax Group website](#) (About Komax, Organization) and under the following link: [Komax Code of Conduct for Business Partners](#)

客户承诺完全遵守库迈思上海的行为准则，该准则可在 Komax 集团网站上找到（关于 Komax 组织），以下为链接：[Komax Code of Conduct for Business Partners](#)。

## 25. Place of Jurisdiction and Applicable Law 管辖地和适用法律

The Customer and Komax Shanghai shall strive to settle any differences amicably and mutually, primarily.

如产生分歧，客户和库迈思上海应友好协商解决。

**[For all other business:]** Local law of Komax Shanghai is the exclusive applicable law. The court of jurisdiction is the competent court at the registered office of Komax Shanghai.

[适用于所有其他业务：]适用的专属法律是库迈思上海所在地法律。管辖地的法院是库迈思上海注册办事处的有管辖权的法院。

**[Only for Solutions type business:]** Swiss Law is the exclusive applicable law. The court of jurisdiction is Zurich, Switzerland. **[Alternatively:]** German Law is the exclusive applicable law. The court of jurisdiction is Frankfurt am Main, Germany.

[仅适用于方案解决业务：]瑞士法律是适用的专属法律。管辖地的法院是瑞士苏黎世。[或选择:] 德国法律是适用的专属法律。管辖地的法院是德国法兰克福。

Explicitly excluded are the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflicts of law.

明确排除《联合国国际货物销售合同公约》（CISG）和冲突法。