

SALES CONDITIONS/BHS – Machines, Plants -

of

BHS Corrugated Machinery (Shanghai)

博凯机械（上海）有限公司

博凯销售条件——机械、设备

(As revised: 16.09.2014)

(2014年09月16日修订)

1. Scope of Application

适用范围

- 1.1 These Terms and Conditions of Sales/BHS - Machines, Plants (hereinafter referred to as "Sales Conditions") shall be applicable to all contracts made by and between BHS Corrugated Machinery (Shanghai) Co., Ltd. (hereinafter referred to as "BHS") and any Customer for the sale of machines or plants. If the Customer, when placing its purchase order, refers to terms and conditions of its own, which have not individually been agreed upon with BHS, the terms and conditions of the Customer (including those that appear in any acceptance, shipping documentation, invoice or acknowledgement of the Customer) shall not apply. These Terms and Conditions along with any other specifications or requirements transmitted to the Customer by BHS in connection therewith shall be the complete and exclusive statement of the contract between the Customer and BHS. The Customer shall be deemed to have agreed to these Terms and Conditions when the Customer accepts any items or service delivered or rendered by BHS. The Customer waives any right to contest the validity of these Terms and Conditions.

本博凯销售条款和条件（“机械、设备销售条款和条件”，以下简称“销售条件”）适用于博凯机械（上海）有限公司（以下简称“博凯”）与任何客户之间就机械或设备的销售所达成的所有合同。如果客户在下采购订单的时候提及其自己的条款和条件，且未就所提及的条款和条件获得博凯的同意，则客户的条款和条件（包括客户的任何验收单、发货单、发票或确认单上出现的条款和条件）不予适用。本条款和条件以及博凯发送给客户的与本条款和条件相关的其他任何规范或者要求构成客户和博凯所达成合同的完整、全部的陈述。客户一旦接受博凯交付或提供的任何产品或服务，则视为其已同意

这些条款和条件。客户放弃对这些条款和条件的有效性提出异议的权利。

- 1.2 These Sales Conditions, once included, shall also apply to subsequent contracts by and between BHS and the Customer even if they are not expressly referred to again.

本销售条件一旦纳入博凯和客户之间达成的后续合同，也应适用于该等后续合同，即便该等后续合同没有再次明确地提及销售条件。

- 1.3 Any amendments or additions hereto shall, however, be agreed upon in writing for each individual contract. Any waiver of this requirement needs to be in writing to be valid.

对本销售条件所做的任何修订或补充，双方均应以书面形式达成合同。放弃本销售条件需达成书面一致方可生效。

2. Written Agreement

书面协议

Offers of BHS are subject to confirmation. A contract shall only be deemed to have been concluded upon a written order confirmation issued by BHS or the signing of a written contract by both parties (both together referred to hereinafter as "Contract"). Any transfer by telecommunication or by exchange of letters shall be deemed to be in writing or as a written contract.

博凯的要约需得到确认。只有在博凯签发书面订单确认函或双方签订书面合同（以下统称为“合同”）的情况下，才视为合同已经订立。通过电信方式或以书信往来方式进行的传递应被视为是书面形式的传递或被视为是书面合同。

3. Subject Matter of Agreement

协议标的物

- 3.1 BHS hereby undertakes to deliver the products listed in the order confirmation and any attachments or exhibits thereto or in a written contract (hereinafter referred to

as "Products"). If the Customer has ordered several individual Products, the order confirmation will apply to the delivery of the individual articles. If the Customer wishes such Products to be delivered as an entity, this shall be agreed upon in writing or expressly mentioned in the order confirmation for such order to be deemed legally an entire Contract. If a corrugating plant is the subject matter of a Contract, it shall be deemed as a uniformed product.

博凯特此承诺将交付订单确认函及其任何附件或附表中或书面合同中列出的产品（以下简称“产品”）。如果客户已订购若干单个的产品，则订单确认函将适用于单个物品的交付。如果客户希望将上述产品作为一个整体交付，应达成书面一致，或在订单确认函中明确提及，以便依法将该订单视为不可分合同。如果合同标的物为瓦楞板生产设备，应将其视为是整套产品。

- 3.2 BHS shall have the right to modify the technical and other specifications to the Products and change their design and materials without notice provided that these modifications or changes are reasonable and do not affect the performance specifications stated in the Contract.

博凯有权在不提前通知的情况下，修订产品的技术和其他规范，变更产品设计和材料，前提条件是所做的修订或变更必须合理，且不影响合同中规定的性能规范。

- 3.3 BHS shall have the right to subcontract all or part of its Contract with the Customer.

博凯有权将其与客户签订的合同整个或部分分包出去。

- 3.4 BHS reserves all rights of title to goods as well as all copyrights or other intellectual property rights and industrial rights to all illustrations, drawings, calculations, computer programs, data files, models, tools, offer documents and other objects as well as to technical or commercial know-how, collectively referred to as BHS Information. This BHS Information shall not be disclosed to any third parties without the prior written approval by BHS (see Clause 11 of the Sales Conditions). BHS Information shall only be used in connection with the examination of a BHS offer and the subsequent performance of the Contract, or for making use of the delivered machines or plants as stipulated by BHS.

博凯保留对货物的所有权，并保留对所有插图、图纸、计算、计算机程序、数据文件、模型、工具、报价文件和其他物品以及对工艺或商业专有技术（以下统称为“博凯信息”）的所有版权或其他知识产权和工业产权。在事先未获得博凯书面批准的情况下，不得将博凯信息泄露给任何第三方（具体见销售条件第 11 条）。博凯信息仅可用于核实博凯要约和合同后续履行相关的情况，或按照博凯的规定，可用于使用交付的机械或设备。

- 3.5 Any machines, tools and other objects that are the property of BHS but in the possession of the Customer shall be stored carefully by the Customer. BHS shall be informed immediately of any loss or damage thereto. The Customer – whether at fault or not - shall be liable for any damage or loss of machines, tools or other objects provided to it by BHS and incurred in its area of responsibility. The Customer shall also be liable in case of any breach of confidentiality concerning the BHS Information described in Clause 3.4 which occurs in its area of responsibility.

客户应悉心保管属于博凯的但为客户所持有的任何机械、工具和其他物品。若上述任何机械、工具和其他物品有任何灭失或损坏，客户应立即通知博凯。客户不论是否有过错，均应对博凯提供的机械、工具或其他物品在客户责任范围内发生的任何损坏或灭失承担责任。对于在客户责任范围内发生的与第 3.4 条项下博凯信息有关的保密义务的任何违反，客户亦应承担相应责任。

4. Terms of Payment

支付条款

- 4.1 Prices quoted in the Contract are fixed prices, unless otherwise agreed by both parties. They comprise the provision of the machines ex works, excluding value added tax and delivery costs such as packaging, freight, insurance, duties, assembly and installation etc. Any applicable value added tax will be invoiced in addition.

本合同中所报的价格为固定价格，除非双方另外达成一致。价格包括工厂交货价，不包括增值税和配送费用，如包装费、运费、保险费、关税、组装费和安装费等。适用的增值税应另外收取。

4.2 Unless otherwise agreed upon in the Contract, payment shall be due immediately upon receipt of the invoice. If the Contract stipulates any payment dates, such dates shall be deemed the binding date of receipt of payment by BHS. All invoices shall be paid in full without any deduction.

除非合同中另外达成一致，应在收到发票之后立即付款。如果合同中规定了付款日期，则该日期应被视为是博凯收到款项的有效日期。所有发票应全额付款，不得进行任何扣减。

4.3 Unless otherwise agreed upon, payment to BHS shall be made according to the following payment schedule:

除非双方另外达成一致，应按照以下付款进度向博凯付款：

- Thirty percent (30%) of the purchase price as the down-payment upon conclusion of the Contract;
- 在合同签订之后，立即支付采购价的百分之三十（30%），作为首付款；
- fifteen percent (15%) within two months after conclusion of the Contract;
- 合同签订之后两个月内，支付采购价的百分之十五（15%）；
- fifteen percent (15%) four months before the scheduled date of delivery;
- 指定的交付日期前四个月，支付百分之十五（15%）；
- thirty percent (30%) after BHS's notice that the Products are ready for delivery;
- 博凯通知产品已备妥待发货之后，支付百分之三十（30%）；
- ten percent (10%) upon start-up.
- 试车之后，立即支付百分之十（10%）。

4.4 BHS's prices are based on the cost factors applying to producing and purchasing in the Chinese engineering industry at the time of the conclusion of the Contract. Should these costs change for reasons beyond the control of BHS, BHS reserves the right to increase its prices by the amount of the increase in costs since the conclusion of the Contract, provided the order date and the date of the first part shipment or the date of delivery are more than six months apart.

博凯的报价以合同签订时中国工程行业生产和采购适用的成本因素为依据。若成本因博凯控制能力之外的原因发生变化，则博凯保留按照自合同签订之日起成本增加额上调报价的权利，前提是订单日期和第一批发货日期或交货日期之间相差六个月以上。

4.5 All claims of BHS, which are not yet due, shall become due immediately irrespective of the term of any received and credited bills of exchange or granted respites, if any, in the event that the Customer does not comply with any applicable and agreed terms of payment or that any circumstances become known to BHS which reduce the Customer's credit standing. In this case BHS shall also have the right to effect outstanding deliveries only against prepayment or against prior provision of collateral security. Any additional legal claims of BHS shall remain unaffected.

如果客户未遵守适用的双方一致同意的付款条款，或博凯获悉客户信用状况降低的情况，博凯还未到期的所有索赔应立即到期，而不管任何已经收到的入账汇票的账期或已获得的宽限期（如果有）。在这种情况下，博凯也有权仅在收到预付款或提前提供附加担保的情况下，交付还未交付的货物。博凯任何其他法定的求偿权不受影响。

5. Terms of Delivery

交付条款

5.1 The terms of delivery within China shall be "ex works", boundary of BHS's or its subcontractor's site. The risk of accidental destruction shall pass over to the Customer upon the start of loading the Products provided by BHS for collection. International deliveries shall also be "ex works" (Incoterms 2010) from China. Any packaging material shall not be part of the Product and shall, on demand of BHS, be returned to BHS by the Customer free of charge or otherwise be disposed of at the expense of the Customer.

中国境内的交货条件是“工厂交货”，指产品在博凯或其分包商的场地边界交货。当博凯提供的产品开始装载以供收货时，意外毁坏的风险转移至客户。国际贸易交货方式也为中国境内“工厂交货”（国际商会国际贸易术语 2010 年）。任何包装材料不构成产品的一部分，将根据博凯的要求，由客户返

还给博凯，费用由客户承担，或由客户处置，费用由客户承担。

- 5.2 BHS shall be entitled to make partial shipments if the nature of the Products allows doing so.

如果产品性质允许，博凯有权进行分批运输。

- 5.3 Quoted delivery dates are to be considered as approximates unless they are agreed upon in writing as fixed dates.

除非双方书面同意将报价中提到的交付日期确定为固定日期，否则报价中提到的交付日期将被视为是大概日期。

Unless otherwise agreed upon in the Contract, the delivery term shall start with the date of the conclusion of the Contract between the two parties and shall not end before all necessary details of the delivery have been clarified by the Customer and all other contractual obligations of the Customer in connection with the delivery have been fulfilled plus, on a case-by-case basis, a reasonable period of time for BHS to arrange delivery.

除非双方在合同中另外达成一致，交付期限应自双方之间签订合同之日起开始，在客户澄清所有必要的交付细节以及客户与交货相关的其他合同义务已完成之后方可结束。而且，根据具体的情况，应留给博凯合理的时间安排交货。

The contractual delivery term shall be deemed to have been met if BHS has notified the Customer in time of its readiness to deliver, although the Customer fails to fulfill or sufficiently fulfill, or delays to assist fulfilling the Contract.

如果博凯已及时通知客户已准备好发货，即使客户未能完成或充分地完成或延迟协助履行合同，则应视为符合合同交货条款要求。

- 5.4 In the event of force majeure, such as but without limitation plant interruption not caused by BHS, riots, subcontractor's delay beyond the control of BHS as well as in the case of legal or administrative measures not known at the time of the conclusion of the Contract or any other events that BHS cannot prevent, BHS shall be entitled either to postpone delivery for the duration of the impediment plus, on a case-by-case basis, a reasonable restarting time or to rescind

the Contract if a performance of the Contract cannot be reasonably expected.

如果发生不可抗力事件（包括但不限于非博凯引起的设备中断、骚乱、博凯控制能力以外的分包商延迟以及合同签订时不为所知的法律或行政措施，或博凯无法阻止的其他任何事件），博凯有权延期交货，延期的时间为受不可抗力事件影响的时间，并根据具体情况再加上合理的重新启动的时间，或者如果无法合理预期合同执行，博凯也有权解除合同。

- 5.5 Should the Customer be in delay with payment or with the receipt or acceptance of the Products, BHS shall have the right to put the Products into intermediate storage at the expense and risk of the Customer. If the delay has not been remedied after the expiration of a reasonable grace period, the total amount of the purchase price shall become due.

如果客户延迟付款或延迟接收产品或延迟验收，博凯有权将产品存放在中间仓库，费用和 risk 由客户承担。如果在合理的宽限期之后延迟仍未得到补救，全额的采购款应到期。

- 5.6 If BHS performs the installation of the Product(s), the BHS/Installation Conditions shall also apply. These BHS/Installation Conditions are enclosed and also are available from BHS by phone, facsimile transmission or e-mail at any time; visit www.bhs-corrugated.de and see "contract".

如果由博凯进行产品安装，博凯安装条件也予以适用。博凯安装条件附于本合同，也可在任何时候拨打电话、发传真或通过电子邮件从博凯获取；登陆 www.bhs-corrugated.de 并浏览“合同”。

- 5.7 Should a formal technical acceptance be desired, its conditions shall be agreed upon not later than at the time of concluding the Contract. The costs of such acceptance incurred by both parties shall be borne by the Customer. The agreement upon an acceptance to be performed does not qualify this Contract as a contract for work.

如果希望进行正式的技术验收，应不晚于合同签订时达成技术验收条件。双方发生的验收费用将由客户承担。同意进行验收不能使本合同成为承揽合同。

6. Customer's Obligations on Site with Respect to Installation Services

客户在现场与安装服务相关的义务

- 6.1 BHS agrees to perform the installation work set forth in the Contract. Where not expressly mentioned in the Contract, the Customer shall be obliged to provide such facilities or perform such work as become necessary in connection with the installation of the Products. In particular, it shall install main power lines or dedicated installation circuits for computer connections, perform masonry and caulking work, lay suitable industrial floors as well as provide stationary safety devices, make structural alterations on existing buildings or facilities as well as take suitable fire protection and/or noise protection measures.

博凯同意进行合同中规定的安装工作。如果在合同中未明确提及，客户有义务提供安装产品所必需的设施，或进行安装产品所需的工作。特别是，客户应安装主电力线或电脑连接专用安装回路，进行砌筑和填缝，铺设适合的工业地板，提供固定安全装置，对现有建筑或设施进行结构改造，采取合适的防火和/或防噪音措施。

- 6.2 The Customer shall provide free of charge the necessary lifting and conveying devices and personnel for the unloading, transportation on site as well as the assembly and installation of the Products. Foundations or buildings must be completed at the time of delivery to the extent that assembly and installation can begin immediately. If, through no fault of BHS, installation or start-up is delayed, the Customer shall bear the ensuing costs including any costs for personnel provided by BHS.

客户应提供现场装卸、运输以及产品组装、安装所必需的起重输送设备和人员，费用由客户承担。产品交货时，基础或建筑必须达到可以立即开始进行组装和安装的程度。如果非因博凯的过错导致安装或启动延迟，客户应承担由此产生的费用，包括博凯提供的人员产生的所有费用。

- 6.3 If the Customer demands BHS to perform such installation services outside normal working hours, the extra pay for overtime, Sunday and holiday premiums will be invoiced to the Customer based on the current prices of BHS.

如果客户要求博凯在正常工作时间以外提供安装服务，将根据博凯目前的报价，向客户收取延时以及周日和节假日加班费。

7. Special Terms of Sale for Used Products

使用过的产品之销售特别条款

- 7.1 Should the Customer purchase a plant or machine from BHS which, as provided by the Contract, incorporates new and used components or even solely used components, BHS will grant warranty according to Clause 8 of these Sales Conditions for the new components. No warranty will be given for the used components of the plant beyond any provisions in Clause 7.2 of these Sales Conditions.

如果客户根据合同从博凯采购由新的和使用过的部件组成的或者甚至全部由使用过的部件组成的设备或机械，博凯将根据销售条件第 8 条的规定为新的部件提供保修期。除销售条件第 7.2 条规定外，博凯将不对使用过的机械部件提供保修期。

- 7.2 If BHS undertakes to deliver a used product or used components of a plant, warranty will only be extended to such used products or components, if BHS has expressly agreed to examine such used products or components for their operability and repair them if necessary or if BHS has expressly agreed to perform a general overhaul.

如果博凯承诺交付使用过的产品或使用过的设备部件，如果博凯已明确同意要对使用过的产品或使用过的部件的可用性进行检查而且在需要的情况下进行修理，或博凯已明确同意进行大检修，则保修范围将仅涵盖该等使用过的产品或使用过的部件。

If only an examination for operability and any necessary repairs have been agreed upon but not a general overhaul, BHS will grant a six month warranty, starting at the time of delivery, of the used product's or component's operability at the time of delivery. This warranty shall not apply to any defect which becomes apparent after delivery and is to be attributed to the fact that these products or components are not new (e.g. wear and tear, aging).

如果仅同意进行可用性检查和任何必需的修理，但未同意进行大检修，博凯将仅给予六个月的使用过的产品或部件可用性保修期，

保修期自交付日起计算。上述保修不适用交付之后变得明显的且归因于产品或部件系非新产品或部件（例如磨损、老化）的任何缺陷。

BHS will grant a six-month warranty from the date of delivery on all used products and components which have been subjected to a general overhaul. Clauses 8.2 to 8.10 shall apply accordingly, in so far as warranty is granted by BHS.

对于进行大检修的所有使用过的产品和部件，博凯将提供 6 个月的保修期，保修期从交付之日起算。只要是博凯提供的保修，相应地均适用第 8.2 条至 8.10 条的约定。

- 7.3 If the parties agree that a used product or component should be repaired or subjected to a general overhaul before delivery, a major repair or general overhaul may make it necessary for BHS to furnish a new operating manual for the overhauled or repaired system. This will cause considerable costs not covered by the calculated price. In this case, the Customer undertakes to prepare an operating manual itself which complies with all legal requirements for the operation of the Product at the site of installation. BHS will remind the Customer of this obligation again in writing at the time of delivery. The Customer shall hold BHS harmless against any and all claims arising out of or in any way associated with the lack of such operating manual and shall indemnify BHS in particular from any and all expense including litigation costs and attorney's fees.

如果双方同意应在交货前对使用过的产品或部件进行修理或大检修，主要的修理或大检修可能使博凯有必要提供经过检修或修理的系统的新的操作手册。这将导致合同报价以外的费用，且数目相当大。在这种情况下，客户承诺自行编制符合在安装现场操作产品的法律要求的操作手册。交货时，博凯将再次书面提醒客户此项义务。客户将使博凯免于受到由缺乏上述操作手册而引起或以任何方式与缺乏上述操作手册相关的所有索赔，尤其，赔偿博凯包括诉讼费和律师费在内的所有费用。

- 7.4 Unless otherwise provided in this section, the other provisions of these Sales Conditions shall apply.

除本节另有规定外，销售条件的其他规定应予以适用。

8. Claims based on Defects (Warranty)

基于缺陷（保修）的索赔

- 8.1 The warranty period shall be twelve (12) months from the date of delivery or, in the case of the Customer delaying acceptance, from the date of notification of the Products' readiness for delivery.

保修期为交货之日起的十二（12）个月，或者，在客户延期验收的情况下，为产品待发货通知之日起的十二（12）个月。

- 8.2 Any agreement to perform a formal technical acceptance shall not have any effect on the start of the warranty period as defined in Clause 8.1. BHS and the Customer will inspect the Product or Products for conformity with the Contract within one week after BHS's notice of the Products' readiness for acceptance and then sign the required acceptance protocol. If any deficiencies or variations (non-conformities) are found which do not considerably affect the operability of the Product or Products for the contractual or customary use, the Customer will list such deficiencies or variations in the acceptance protocol and then sign it. If the Customer does not participate in the acceptance procedure or does not co-operate in the way stipulated by the Contract, the Product or Products shall be deemed accepted as of four months after notice of its/their readiness for acceptance. If partial shipments have been agreed upon, the Customer shall also accept such part shipments.

同意进行正式的技术验收不对第 8.1 条中规定的保修期的起始日期产生任何影响。博凯和客户在博凯通知产品待验收之日后的一周内检查产品是否符合合同要求，之后在要求的验收单上签字。如果发现对产品的合同用途或通常用途不产生大的影响的缺陷或变更（不一致），客户将在验收单中列明上述缺陷或变更，之后在验收单上签字。如果客户未参与验收程序或未按照合同要求的方式配合验收，则产品将在待验收通知发出之后满 4 个月时被认为已通过验收。如果同意进行分批运输，客户也将对该分批货物进行验收。

- 8.3 If no acceptance procedures have been agreed upon, the Customer shall inspect

the Product immediately upon receipt of any defects or variations from the contractual specifications (non-conformity with the Contract) and, if applicable, notify BHS accordingly in writing. In the event of any hidden defects or variations, this provision shall apply from the time the Customer first detects such hidden defects or variations.

如果未同意任何验收程序，客户应在收到产品后立即检查产品是否存在与合同规定不一致的任何缺陷或变更（不一致），并且如果适用的话，应相应书面通知博凯。如果有任何隐藏的缺陷或变更，本条规定将自客户首次发现上述隐藏缺陷或变更之日起适用。

- 8.4 BHS warrants that the Products are in conformity with the specifications stated in the Contract and, if stipulated in the Contract, that they are fit for the purposes according to the Contract, or otherwise that they are suitable for the use which is customary for objects of the kind and which the Customer can reasonably expect from such objects (hereinafter collectively "Warranty").

博凯保证产品符合合同中规定的规格，且，如果合同中有规定，产品将适用于合同规定的目的，或者，产品将符合同类产品的通常的且客户合理预期能从产品中获得的用途（以下统称为“保修”）。

BHS will only warrant and be liable for such specifications concerning the Products which have been made part of the Contract or which are part of the sales brochures of BHS. This shall not apply, however, to any promotional statements made in advertisements, at industrial fairs or in other advertising media, unless the Customer has expressly pointed out to BHS that it desires such a general statement to be binding and part of the Contract before the Contract was made and BHS has agreed in writing to comply with its wish.

博凯将仅保证符合构成合同一部分的或构成博凯销售手册的一部分的与产品相关的要求，并就此承担责任。但是，该等保证不适用于广告、工业博览会或其他广告媒体中所做的任何促销用语，除非客户在合同签订之前已明确向博凯指出，客户希望上述一般性的用语具有法律约束力并构成合同的一部分，并且博凯已书面同意。

- 8.5 BHS shall grant the same Warranty on any parts exchanged during the warranty period as for any services to be performed in ac-

cordance with the Contract. Such Warranty shall end, however, not later than 18 months (for overhauled parts: twelve months) after the original delivery of the part.

就根据合同将要提供的服务而言，博凯应给予保修期内更换的任何零件同样的保修期。但是，此类保修期应不晚于零件最初交付之后的 18 个月到期（经过检修的零件为 12 个月）。

- 8.6 Within the warranty period, BHS shall remedy, free of charge, any defects (lack of conformity) which can be proven to have existed at the time of risk transfer either by replacement or repair at the discretion of BHS. If a replacement or repair with respect to the same defect is repeatedly unsuccessful, or if BHS refuses, without cause and definitely, to replace or repair the Product or part of it, or if a delay in performance of these obligations is not acceptable to the Customer, the Customer shall be entitled to reduce the price or to rescind from the Contract after having set a reasonable time limit and having advised BHS of the intended legal consequences. Where the UN Sales Convention is applied, the Contract can only be declared avoided towards BHS in the case of a fundamental violation of the Contract within the meaning of Art. 25 of the UN Sales Convention.

保修期内，博凯应免费纠正可被证明在风险转移时已经存在的任何缺陷（缺乏一致性），由博凯自行判断通过更换或修理的方式进行纠正。如果就同样的缺陷的更换或修理反复不成功，或博凯无理由明确拒绝更换或修理产品或产品的一部分，或客户不能接受博凯迟延履行上述义务，客户有权在确定合理的时间期限并告知博凯预期法律后果之后，降低价格或撤销合同。如果适用联合国国际货物销售合同公约，仅在联合国国际货物销售合同公约第 25 条规定的根本违约的情况下，方可宣布合同对博凯无效。

- 8.7 For the execution of repairs under Warranty, the Customer shall provide free of charge the necessary personnel and in particular the necessary lifting and conveying devices at the time required. Any reasonable costs for packaging and transport of defective parts that have to be sent back may only be refunded by BHS to the Customer against proof of payment and invoice. If a part is replaced, the ownership to the part

shall be automatically transferred from the Customer to BHS with the removal of the part from the machine or plant by BHS. On the demand by BHS, the Customer shall return removed parts to BHS.

进行保修范围内的修理时，客户应免费提供必需的人员，特别是在要求的时间提供必需的起重和输送装置。必需退回的缺陷零件的合理的包装运输费，仅在提供付款证明和发票之后，由博凯向客户支付。如果需要更换零件，在博凯从机械或设备上拆下该零件起，该零件的所有权将自动从客户转移至博凯。如果博凯要求，客户应将拆下的零件返还给博凯。

- 8.8 Any claim for damages because of a defect (breach of contract) due to Warranty requires that BHS is responsible for such defect, i.e. that either this defect can be attributed to BHS's sphere of risk and BHS is at fault or that BHS has granted a guarantee for a characteristic state and quality of the Product.

针对由于保修范围内的缺陷（违约）引起的损坏进行索赔需要以博凯对该缺陷负有责任为条件，即该缺陷或可归于博凯的风险范围且博凯有过错，或博凯已对产品特征性的状态和质量给予保证。

In all other cases the liability of BHS, with the exception of cases of intent and gross negligence shall be limited to the scope of any damages that BHS was able to foresee at the time of concluding the Contract.

在所有其他情况下（故意和重大过失的情况除外），博凯的责任应限于博凯在签订合同时能够预见的所有损失的范围以内。

Again with the exception of intent and gross negligence the liability of BHS, its corporate officers and employees shall be limited to:

除故意和重大过失外，博凯、博凯公司高级职员及员工的责任将限于：

- a maximum of three times the total price of the individual defective Product (see Clause 3.1), when the unit price of the Product does not exceed 50,000 Euros;
- 产品单价不超过 5 万欧元时，最高为单个缺陷产品总价的三倍（见第 3.1 条）；
- a maximum of twice the total price, when the unit price of the Product

amounts to between 50,000 and 1 million Euros but up to a maximum of Euros 1,000,000 and

- 产品单价在 5 万欧元和 1 百万欧元之间时，最高为单个缺陷产品总价的两倍，但最高不超过 1 百万欧元；及
- a maximum of 1 million Euros, when the unit price of the Product exceeds 1 million Euros.
- 产品单价超过 1 百万欧元时，最高为 1 百万欧元。

The total liability amount resulting from a contractual relationship due to Warranty and guarantee shall be limited to the following based on the total price of the Products delivered under the Contract:

因保修和保证产生的合同关系导致的责任总额应限于以合同项下交付的产品总价为基准的以下范围：

- a maximum of four times the purchase price, when the total price of all products does not exceed 200,000 Euros,
- 所有产品的总价不超过 20 万欧元时，最高为采购价的 4 倍；
- a maximum of twice the purchase price, when the total price amounts to between 200,000 and 1 million Euros but up to a maximum of Euros 1.50 million Euros and
- 总价在 20 万欧元和 100 万欧元之间时，最高为采购价的 2 倍，但最高不超过 150 万欧元；及
- a maximum of 1.5 million Euros when the total price exceeds 1 million Euros.
- 总价超过 100 万欧元时，最高为 150 万欧元。

The total price shall be the net price excluding value added tax as well as excluding delivery and installation costs.

总价指不包括增值税、配送费用和安装费用的净价。

- 8.9. Any liability related to indirect damage, consequential damage, loss of production or lost profit shall be excluded.

与间接损失、后果性的损失、生产损失或利润损失相关的任何责任应予以排除。

- 8.10. The Warranty shall not apply to defects resulting from normal wear and tear, improper or negligent use, excessive load,

unsuitable expendables or materials or use by the Customer not in accordance with the operating conditions specified in the Contract. This shall also apply to defects caused by an unsuitable site of installation or by a condition unforeseeable for BHS at the time of concluding the Contract. If the Customer fails to co-operate with BHS in case of any replacement or repair or refuses acceptance of such remedy, all further Warranty shall be excluded.

保修不适用于正常磨损、不当使用、疏忽使用、过度负载、不合适的消耗品或材料或客户不按照合同规定的操作条件使用而导致的缺陷。上述不属于保修的范围也适用于由于安装场地不合适或博凯在合同签订时无法预见的条件导致的缺陷。如果需要更换或修理时，客户未能配合博凯，或客户拒绝验收博凯所做的补救措施，所有进一步的保修应予以排除。

- 8.11. The Product's technical data or features themselves shall not be deemed to be guaranteed properties or characteristics if not expressly agreed upon in writing between the parties or confirmed in writing by BHS.

如果双方之间未明确达成书面一致，或博凯未书面确认，产品技术数据或参数不得被视为是保证的性能或特性。

- 8.12. BHS may not perform the correction of defects if the Customer is in delay with its due payments or obligations to co-operate.

如果客户延期支付到期款项或迟延履行合作义务，博凯可以不进行缺陷补救。

9. Liability

责任

- 9.1 In the event of any breach of contract or duties from a provisional agreement, unlawful acts or in the presence of any other legal cause not specifically mentioned in these Sales Conditions, BHS, its corporate officers and employees shall be liable only in case of intent or gross negligence.

如果违约或违反临时协议项下的义务，出现不法行为或发生销售条件中未具体述及的任何其他法律原因，博凯、博凯高级职员和员工仅在故意或重大过失的情形下承担责任。

In the case of impossibility or inability to perform, delay or violation of any other principal contractual obligation, BHS shall

not be liable only in cases of very slight negligence. In all other cases BHS shall be unlimitedly liable in principle unless otherwise specified in these Sales Conditions (Clauses 8.8, 8.9, 9.4). Only the amount of damages shall be limited to the typical damage foreseeable for BHS at the time of concluding the Contract and in particular

如果不可能或无能力履行、延迟或违反任何其他主要合同义务，博凯仅在非常轻微的过失的情况下不承担责任。在所有其他情况下，原则上，博凯应承担无限责任，除非销售条件中另有规定（第 8.8、8.9 和 9.4 条）。但损害赔偿总额应限于博凯在合同签订时可预见的典型损害赔偿，特别是：

- a maximum of four times the purchase price, when the total price does not exceed 200,000 Euros,
- 如果总价不超过 20 万欧元，最高为采购价的 4 倍；
- a maximum of twice the purchase price, when the total price amounts to between 200,000 and 1 million Euros but up to a maximum of 1 million Euros and
- 总价在 20 万和 100 万欧元之间时，最高为采购价的 2 倍，但最高不超过 100 万欧元；及
- a maximum of 1.50 million Euros when the total price exceeds 1 million Euros.
- 总价超过 100 万欧元时，最高为 150 万欧元。

The total price shall be the net price excluding value added tax as well as delivery and installation costs.

总价为不包括增值税、配送费用和安装费用的净价。

- 9.3 If several claims for damages due to defects (Clause 8.8), a violation of the principal obligations mentioned above (item 9.1, 2nd paragraph) or due to any other legal cause (Clause 9.1, first paragraph) arise in connection with the Contract at the same time or one after the other, BHS's total liability, with the exception of intent or gross negligence, shall be limited in connection with the Contract to

如果因缺陷或违反上述主要义务（第 9.1 条第 2 款）或因其他任何法律原因（第 9.1 条第 1 款）提出的与本合同相关的若干损害赔偿

偿的索赔同时发生或接连发生，博凯应承担的与本合同相关的责任总额应限于（故意或重大过失的情况除外）：

- a maximum of four times the purchase price for Contracts with a total Contract value not exceeding 200,000 Euros,
- 合同总金额不超过 20 万欧元时，最高为采购价的 4 倍；
- a maximum of three times the purchase price for Contracts with a total Contract value between 200,000 and 1 million Euros, and
- 合同总金额在 20 万欧元和 100 万欧元之间时，最高为采购价的 3 倍；及
- a maximum of 5 million Euros for Contracts with a total price exceeding 1 million Euros.
- 合同总金额超过 100 万欧元时，最高为 500 万欧元。

The total price shall be the net price excluding value added tax as well as excluding delivery and installation costs.

总价为不包括增值税、配送费用和安装费用的净价。

- 9.4 Any liability related to indirect damage, consequential damage, loss of production or lost profit shall be excluded.

与间接损失、后果性损失、生产损失或利润损失相关的任何责任应予以排除。

- 9.5 Any liability of BHS for life, body and health shall be assumed by BHS within the scope provided by the applicable law.

博凯对生命、人身和健康应承担的责任应由博凯在可适用法律规定的范围内承担。

10. Reservation of Title

所有权保留

- 10.1 Title to and ownership of the Product or Products shall remain with BHS until the Customer has satisfied all claims of BHS resulting from and in connection with the Contract in question.

客户偿付博凯因本合同引起的且与本合同相关的所有索赔之前，产品的所有权归博凯所有。

- 10.2 BHS may after written notice to the Customer and the passing of a reasonable grace period assert its claim for surrender

of the Products, after which the Customer shall immediately surrender the Products to BHS, if the Customer is in delay with its payment of the purchase price in part or as a whole and/or if it becomes known after the conclusion of the Contract that BHS's claims for payment are at risk due to an inability to perform on the part of the Customer.

如果客户迟延支付部分或全部采购款并且/或合同签订后博凯获知其付款请求因客户方面无能力履约而面临风险，博凯可在向客户发出书面通知且在合理的宽限期到期之后，要求客户交出产品，之后客户应立即向博凯交出产品。

- 10.3 With the conclusion of a Contract, the Customer irrevocably agrees to permit BHS to enter its premises and sites for the purpose of taking possession of the Products.

合同签订表明客户不可撤销地同意允许博凯为取得产品的所有权而进入其经营场地和场所。

- 10.4 For as long as the title to the Products has not passed on to the Customer, the Customer shall be obliged to adequately insure the Products against fire and other applicable risks and have BHS named as the sole beneficiary in the policy. The insurance policy shall be forwarded to BHS. In the case of damage, the use of the insurance payment shall be at the discretion of BHS.

只要产品所有权未转移至客户，客户就有义务充分对产品投保以对火灾或其他适用的风险进行保险，并将博凯定为保险单的唯一受益人。应将保单转发给博凯。如果产品毁损，保险金的使用将由博凯自行决定。

- 10.5 Should this reservation of title not be legally effective according to the state law of the country, in which the Products are located, the protection of BHS's contractual rights, which this state law provides and which corresponds to such reservation of title and assignment shall be deemed to have been agreed upon. The Customer undertakes to co-operate with BHS in the furnishing of collateral security. Any related costs in relation to the collateral security shall be borne by the Customer.

如果根据产品所在国的国家法律，所有权保留没有法律效力，则视为双方已经就该国法律规定的且与上述所有权保留和转让相一致

的对博凯合同权利的保护达成了一致。客户承诺与博凯合作提供附加担保。与附加担保相关的任何费用将由客户承担。

- 10.6 Pledging or transfer of property by way of security in connection with Products whose title is reserved shall not be permitted. Any levy of execution against the Customer into the ownership of BHS shall immediately be reported to BHS identifying the creditor.

不允许通过担保的方式对所有权保留的产品进行抵押或转让。若针对客户发生扣押博凯所有的财产，客户应立即报告博凯，并向博凯表明债权人。

11. Confidentiality

保密

Customer shall not disclose to any third party BHS Information as defined in Clause 3.4 of these Sales Conditions or any other information provided by BHS unless necessary within scope of the contractual intended use of the Product(s) at the Customer's premises. In case of any violation of this confidentiality by the Customer or any of its corporate officers, employees and/or other persons connected to it, the Customer shall pay, subject to any further claims, a penalty of 50,000 Euros for each act of violation. Upon request by BHS, the Customer shall provide to BHS all information relating to how the BHS Information was used and in particular to whom it was disclosed.

客户不得向任何第三方披露本销售条件第3.4条规定的博凯信息或博凯提供的任何其他信息，除非为合同中预期的在客户经营场地内使用产品所必需。客户或其高级职员、员工和/或与客户相关的其他人员如果违反本保密规定，客户应就每次违反支付5万欧元的违约金，而且受限于任何进一步的索赔。客户应按照博凯的要求，向博凯提供博凯信息如何被使用尤其是向谁披露了博凯信息的所有相关信息。

12. Miscellaneous

其他

- 12.1 This Contract or any right or claim based on it may not be transferred or assigned to any third parties without prior written consent of the other party.

未经另一方事先书面同意，一方不得向任何第三方转让或让与本合同或任何基于本合同的权利或请求权。

- 12.2 The Customer shall not withhold, set-off or reduce payments against BHS unless its claim has been established by a final court decision.

除非索赔已经由法院最终裁定，客户不得拒付、抵销或减少对博凯的付款。

- 12.3 Should any provision of these Terms and Conditions of Delivery be or become ineffective, the other provisions herein shall remain in full force and effect. The parties to this Contract shall replace the invalid provision by a legally effective provision which is in content and purpose the most similar to the invalid one. This shall also apply in case any regulation specified in this Contract becomes invalid.

如果交付条款和条件的任何约定无效或变得无效，其他约定仍然完全有效。本合同双方应以内容和目的与无效约定最相近的法律上有效的约定替换该无效约定。这也适用于本合同中任何约定失效的情况。

- 12.4 The Contract between BHS and the Customer shall be governed by and interpreted in accordance with the law of the People's Republic of China, including the provisions of the UN Sales Convention (UNCITRAL), if applicable. In case of any discrepancy or contradiction between the English language version and a non-English language version, the English language version shall prevail.

博凯和客户之间签订的合同适用中华人民共和国法律（如果适用，包括联合国国际货物销售合同公约的规定），并依据中华人民共和国法律（如果适用，包括联合国销售公约的规定）进行解释。如果英文版和非英文版之间出现不符或矛盾，以英文版为准。

- 12.5 Any dispute arising from or in connection with these Sales Conditions or the contract between BHS and the Customer shall be submitted to Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for arbitration which shall be conducted in accordance with the arbitration rules of SHIAC in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

由销售条件或博凯与客户之间签订的合同引起的或与之相关的任何纠纷应提交上海国际经济贸易仲裁委员会（SHIAC）进行仲裁，仲裁应根据申请仲裁时上海国际经济贸易仲裁委员会有效的仲裁规则进行。仲裁裁决为终局的，对双方均具有法律约束力。