

## General Terms and Conditions of Bossard China

### 柏中的一般条款和条件

#### 1. Scope, service features

##### 1. 范围、服务特征

1.1 The Bossard Group supplies goods and services to its customers exclusively on the basis of the General Terms and Conditions currently enforced. The product range refers especially to the manufacture of components and other products and engineering, technical consulting, logistics and other services. It also includes goods and services supplied as part of a complete or partial solution offered by us.

1.1 Bossard 集团（以下简称“我公司”）仅根据其现行一般条款和条件为其客户提供货物和服务。产品范围特别指零部件等产品的制造以及工程、技术咨询、物流等服务。其还包括作为我公司提供的完整或部分解决方案的一部分所提供的货物及服务。

1.2 Our current General Terms and Conditions can be viewed at any time on our website ([www.bossard.com](http://www.bossard.com) → About Us → Download Center → General Terms and Conditions). They shall be included in their entirety in every contract concluded and shall apply for every company in the Bossard Group. The General Terms and Conditions shall apply for every business relationship entered into with us.

1.2 我们目前的一般条款和条件可以随时在我们的网站上查看([www.bossard.com](http://www.bossard.com)→关于我们→下载中心→一般条款和条件)。订立的所有合同中应包含我公司完整的一般条款和条件，且我公司一般条款和条件适用于 Bossard 集团所有公司。一般条款和条件应适用于与我公司建立的所有业务关系。

1.3 Any other terms and conditions or specific agreements shall be binding only if agreed in writing.

1.3 只有在书面同意的情况下，任何其他条款和条件或特别协议才应具有约束力。

1.4 The customer may then only require us to provide a service that goes beyond the supply of the goods if this has been agreed in writing. It must be noted that responsibility for installation and use of the goods rests with the customer.

1.4 只有在书面同意的情况下，客户才可只要求我公司提供货物供应范围外的服务。必须注意的是，客户应负责货物的安装和使用。

1.5 If we have issued a written order confirmation or confirmed other contractual documents in writing, these documents will contain an exhaustive list of all goods and services to be supplied.

1.5 如果我公司已发出书面订单确认书或书面确认其他合同文件，这些文件将包含提供所有的货物和服务的详细清单。

1.6 For the purposes of these General Terms and Conditions, we define “in writing” as meaning a document (including a fax or pdf document) signed by one of the contracting partners. “In writing” is also defined as an e-mail sent by one contracting partner to the other, provided the person acting for the party sending the e-mail can be clearly identified and is authorized to deal with the matter.

1.6 就一般条款和条件而言，我公司将“书面”定义为由任何合同缔约方签字的文件（包括传真或 pdf 文件）。“书面”也定义为任何合同缔约方向另一方发送的电子邮件，前提是可明确识别代表该方发送电子邮件的人员并且该人员被授权处理该事宜。

#### 2. Prices and payment for goods and services

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## 2. 货物和服务价格以及付款

2.1 The prices for our goods and services are always shown exclusive of VAT in the relevant currency. This principle applies for all our price lists, order confirmations and other contractual documents.

2.1 我公司货物和服务价格的表述都是不含税的价格，其价格不包含增值税。该原则适用于我公司所有价格表、订单确认书和其他合同文件。

2.2 The prices for our goods are shown for 100 pieces. We expressly reserve the right to make alternative arrangements subject to appropriate notification. Prices for 1,000 pieces or more apply only to industrial packages or bulk quantities. The minimum order value for goods is CHF 75; an equivalent amount will apply for deliveries in any other currency. A minimum quantity surcharge is added for opened packets. We can provide a quantity discount for goods with a value of at least CHF 200 or corresponding amount in any another currency.

2.2 表述的货物价格为 100 件货物的价格。我们明确保留在适当通知的情况下做出替代安排的权利。1000 件或更多货物的价格仅适用于工业包装或大批货物。货物的最小订单价值为 75 瑞士法郎；等值金额适用于以任何其他货币进行的交付。拆包需要加收最小数量附加费。我公司可为价值至少为 200 瑞士法郎或其他货币的相应金额的货物提供数量折扣。

2.3 We reserve the right to make price adjustments if market conditions change significantly or if resulting from fluctuations in the exchange rate. The prices offered are binding only if and insofar as we have notified the customer of the period for which they are binding.

2.3 如果市场情况发生重大变化，或如果汇率波动，我公司保留调整价格的权利。仅当我公司已通知客户提供的价格具有约束力的期限时，提供的价格才具有约束力。

2.4 Our goods are delivered EXW according to Incoterms 2020.

2.4 我公司货物根据《2020 年国际贸易术语解释通则》以工厂交货价交付。

2.5 Invoices for our goods and services are payable within 30 days of the invoice date. Payment shall be made net without discount. If payment is delayed an interest charge of 7% plus a processing fee of CHF 70 (or a corresponding amount in a different currency) will be charged for reminders. Both amounts will be charged without separate notice of default.

2.5 为我公司货物和服务开具的发票应在发票日期后 30 天内支付。付款应以无折扣的净额支付。如果延期付款，为进行催缴将收取 7% 的利息以及 CHF 70 的手续费（或不同货币的相应金额）。将收取这两项费用，且不另行发出违约通知。

2.6 Payments billed must be made in the currency specified in our price lists, order confirmations or other contractual documents.

2.6 必须以我公司价目表、订单确认书或其他合同文件中规定的货币进行交付。

## 3. Brochures, catalogs (including E-Shop), technical and other documents

### 3. 宣传册、目录（包括电子商店）、技术文件等

3.1 The dimensions and text instructions and diagrams in our documents are without obligation; these include in particular brochures, catalogs (including E-Shop), ordering and technical documentation, as well as other technical information.

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- 3.1 我公司文件中的尺寸、文字说明和图表无任何约束条件；这些文件包括具体的小册子、目录（包括电子商店）、订购和技术文档，以及其他技术信息。
- 3.2 We shall not be liable for the accuracy and completeness of documents delivered to us by the customer (particularly in the case of drawings, material specifications and other documents). Moreover, we are not under any obligation to verify their accuracy and completeness.
- 3.2 我公司不对客户向我公司提交的文件的准确性和完整性负责（特别是图纸、材料规范和其他文件）。此外，我公司不负责验证其准确性和完整性。
- 3.3 The customer must also ensure that the documents he delivers to us (drawings, material specifications and other documents) do not infringe any third-party rights. If the customer does not comply with this requirement, he must indemnify us against all third-party claims in this respect.
- 3.3 客户必须确保其向我公司提交的（图纸、材料规范和其他文件）不侵犯任何第三方的权利。如果客户不符合该要求，其必须保护我公司免受第三方因此提出的任何索赔。

#### 4. Deadlines and dates, delivery quantity

##### 4. 期限、日期和交付数量

- 4.1 We shall do our best to comply with the offered and accepted delivery dates and deadlines. These correspond to the available order capacities and material procurement capabilities existing at the time of the order confirmation. Goods deliveries remain subject to the definitive acceptance of the contract by our subsuppliers.
- 4.1 我公司将尽最大努力遵守提供并接受的交货日期和期限。这些期限和日期是根据确认订单时可用的订单能力和材料采购能力确定的。货物交付需要我公司次级供应商明确接受该合同。
- 4.2 The delivery date or deadline starts with the conclusion of the contract, but not before all necessary formalities with regard to the authorities have been fulfilled, payments based on the order have been made and any securities have been provided. The contracting partners must also have clarified all essential technical points before the delivery date starts.
- 4.2 交付日期和期限自合同订立日期起计算，但不得早于所有与授权相关的全部必要手续完成前，只有在下达订单并提供任何担保后方可进行付款。缔约方还必须在交货日期开始前澄清一切必要技术要点。
- 4.3 The agreed delivery dates or deadlines may be reasonably extended or amended, without the Bossard Group becoming liable for damages. This rule applies for the following circumstances in particular:
- 4.3 可合理延长或修订同意的交付日期或期限，且 Bossard 集团不承担任何损害赔偿责任。该规则特别适用于以下情况：
- if information that we require in order to fulfill a contract is not received in due time, or if it is subsequently amended;
  - 如果我公司未能按时收到为履行合同所需的信息，或如果随后对其进行修订；
  - if the customer or a third party (in particular any of our subcontractors) falls behind schedule with supplies of goods or services or is otherwise in default with the fulfillment of contractual obligations;

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- 如果客户或任何第三方（特别是我公司分包商）未能按时提供货物或服务，或在其他情况下未能履行合同义务：
- if we, the customer or a third party (in particular any of our subcontractors) are affected by obstacles or unforeseen events that cannot be avoided. We define such events as including (but not limited to) the consequences of force majeure, war, international tensions, riots, lack of commodities, breakdowns, epidemics, pandemics, strikes and officially ordered closures of infrastructure and businesses. This list is not exhaustive.
- 如果我公司，客户或任何第三方（特别是我公司分包商）受任何不可避免的阻碍或不可预见的事件影响。我公司确定此类事件包括但不限于不可抗力、战争、国际紧张局势、骚乱、缺乏货物、故障、流行病、大流行病、罢工以及官方下令关闭基础设施和企业造成的后果等。

4.4 If the delivery date or deadline is not met and if the reasonable extension (to be defined in the individual case) is exceeded, the customer is entitled to withdraw from an agreement entirely or partially, for as long as the delivery remains unfulfilled. Liability for any downtime and any other damages arising from failure to comply with stipulated delivery dates and quantities is explicitly excluded.

4.4 如果未达到交货日期或截至日期，并且超出了合理延期（根据具体情况确定），只要交付仍未完成，则客户有权完全或部分退出协议。明确排除承担因未能遵守规定的交货日期和数量而造成的停机和其他任何损坏的责任。

4.5 For prepacked goods sold by quantity, the average value of the goods supplied shall correspond to at least the nominal quantity according to the spot-check procedure. A measurement tolerance of +/- 4% is allowed for deliveries of prepacked goods with a quantity of 100 pieces or more.

4.5 对于按数量销售的拆包货物，根据抽查程序，提供货物的平均价值至少应与标称数量相对应。交付 100 件或更多拆包货物，允许有 +/- 4% 的测量公差。

4.6 An excess or short delivery of 15% shall be tolerated for items specifically designed to the customer's requirements.

4.6 对于根据客户要求专门设计的产品，交货数量超过或低于 15% 为可接受公差。

## 5. Traceability

### 5. 可追溯性

Insofar as we are required to ensure the traceability of goods, this shall be done by providing the necessary information on the package label. After delivery of the products to the customer, the customer shall be responsible for ensuring that we can be traced as the supplier.

在要求我公司确保货物可追溯性的情况下，可通过在包装标签上提供必要信息实现可追溯性。向客户提供产品后，客户应负责确保我公司作为供应商的可追溯性。

## 6. Reservation of title, ownership in connection with logistics

### 6. 物流过程中保留所有权

6.1 The goods shall remain our property until payment is received in full.

6.1 收到全部款项前，相应的货物仍属于我公司财产。

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6.2 If we develop logistics solutions or supply logistics services and provide boxes, racks and other inventory items for this purpose, these items shall remain our property unless otherwise agreed in writing.

6.2 如果我公司为此制定物流解决方案或提供物流服务，并提供箱子、货架和其他库存物品，除非另有书面约定，这些物品仍为我公司财产。

## 7. Inspection and acceptance obligations and notification of defects

### 7. 检查和验收义务以及缺陷通知

7.1 Our goods and/or services must be promptly approved and, if appropriate, inspected by the customer to ensure that they comply with the technical specifications and the statutory requirements. The same applies upon completion of one of our complete or partial solutions. Likewise upon the completion of services, the customer must check whether these have been provided in accordance with what has been contractually agreed.

7.1 我公司货物和/或服务必须尽快获得批准认可，适当情况下，可由客户进行检查，确保货物和/或服务符合技术规范 and 法定要求。在我公司任何完全或部分解决方案完成时，这同样适用。同样地，在服务完成后，客户必须检查是否根据合同要求提供这些服务。

7.2 Any defects with regard to our goods and services must be reported promptly in writing as soon as they discovered, and no later than 8 days of receipt of the goods or completion of the installation work. This rule shall also apply in the case of complete or partial solutions and for completion of work on other services.

7.2 发现的与我公司货物和服务相关的任何缺陷必须在发现后立即以书面形式报告，且必须在收到货物或完成安装工作后 8 天内报告。就完整或部分解决方案，并在完成其他服务的工作时，该规则也适用。

7.3 A defect shall be deemed to have been validly reported if the report was sent before expiry of the deadline as stated in clause 7.2 and there is irrefutable evidence that the report was both sent in writing and delivered, for example by the use of registered mail to send the report. Upon receiving the notification we reserve the right to have the reported defect or damage verified by our own staff or by experts of our choice. The customer may request a report on the resolution of the problem free of charge within 30 days after the complaint is closed; reports requested thereafter will be subject to a charge.

7.3 如果在第 7.2 款中规定的期限结束前发出报告，则视为缺陷已被有效报告，但需有明确证据表明以书面方式发出并交付了报告，例如使用注册邮箱发送报表。收到通知后，我公司保留由我公司员工或我公司选择的专家验证报告的缺陷或损坏的权利。客户可在投诉结束后 30 天内要求免费提供问题解决报告；在此之后要求提供报告会收费。

7.4 Contrary to the above provisions, any customer that makes use of a logistics solution offered by us is released from the obligation to inspect goods upon delivery through such logistics solution.

7.4 与上述规定相反，使用我公司提供的物流解决方案的任何客户，均无义务在交付时通过该物流解决方案检查交付的货物。

7.5 The statute of limitations shall apply in addition for defects in our goods and services.

7.5 诉讼时效适用于我公司货物和服务的缺陷。

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## 8. Warranty for our goods

### 8. 货物担保

8.1 We shall only warrant the product features in accordance with the relevant product standards such as DIN, ISO or EN. This warranty also covers the corresponding technical terms of delivery and the specifications agreed in writing for customized parts. We assess visual inspections, dimensions, shape and position tolerances without any explicit written information from the customer in accordance with the relevant product standards customary in the industry. For system and functional solutions, we warrant exclusively the product properties in accordance with the respective performance requirements (e.g. declaration of performance, instruction manual, etc.).

8.1 我公司应只保证产品特性符合相关产品标准，如 DIN、ISO 或 EN。该担保还包括相应的交付技术条款和测试条件，以及书面约定的定制零件规格。我公司根据行业惯用相关产品标准，无客户提供的明确书面信息，评估产品的外观检验、尺寸、形状和位置公差。就系统和功能解决方案而言，我公司根据各自的性能要求（如性能声明、使用说明书等）独家保证产品性能。

Unless otherwise agreed in writing the reference for random sampling for standard and customized products (bulk goods) is standard ISO3269,. Sets and assemblies will be tested during the acceptance testing for completeness based on standard ISO2859. Further tests for sets, assemblies and functional elements will be performed based on the standard ISO2859, provided that there is a specific test agreement in place.

除非另有书面约定，标准产品和定制产品（散装货物）的随机抽样的参考标准为 ISO3269。在验收测试过程中，将根据标准 ISO2859 测试套件和装配件的完整性。将根据标准 ISO2859 进一步测试套件、装配件和功能元件，前提是达成了具体测试协议。

8.2 There is inherent risk of delayed catastrophic failure involved in using fasteners hardened to 360 HV and above and electroplated fasteners (especially with strength class 12.9). International standard ISO4042 makes specific reference to this risk. If the customer selects and purchases fasteners whose properties, strength and manufacturing process involve a high risk of hydrogen embrittlement, then this risk shall be assumed entirely by the customer; we shall therefore be absolved of all liability for this, including all our liabilities towards the customer with regard to product quality. Such liabilities include in particular, but are not limited to, compensation for damages and express or implied warranties, including warranties for market conformity or suitability for a particular purpose. To the extent third parties (irrespective of the legal grounds) assert claims against us resulting directly or indirectly from hydrogen embrittlement of fasteners purchased by customer, the customer shall fully indemnify, hold harmless us against all losses, liabilities, damages, costs (including court costs and lawyers' fees) and all expenses in connection therewith upon our first written request.

8.2 使用硬度为 360 HV 及以上的紧固件和电镀紧固件（特别是强度等级为 12.9 的紧固件），存在延迟灾难性故障的固有风险。国际标准 ISO4042 中明确说明了这一风险。如果客户选择并购买性能、强度以及制造工艺涉及高氢脆风险的紧固件，则该风险应完全由该客户承担；因此，我公司将免除与此相关的所有责任，包括我公司就产品质量向客户承担的所有责任。此类责任特别包括但不限于，损害赔偿以及明示或暗示保证，包括市场一致性或适用于特定用途的保证。如果第三方（不考虑法律依据）直接或间接因客户采购的紧固件的氢脆向我公司提起索赔，应我公司第一次书

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面请求，客户应完全保护我公司免受与此相关的所有损失、责任、损害赔偿、费用（包括诉讼费和律师费）及所有开支。

- 8.3 Properties which are outside the above-mentioned standards shall then only be covered by the warranty if agreed in writing. These standards also include information contained in our documentation, in particular brochures, catalogs (including E-Shop), confirmed written orders, and in technical and other documents. Any change of sub-supplier, where this sub-supplier fulfils the same product standards or supplies goods according to the same specifications, does not constitute a change to the contractual goods or services.
- 8.3 只有在书面同意的情况下，该担保包括不在上述标准范围内的性能。这些标准还包括我公司文档中包含的信息，特别是宣传册、目录（包括电子商店）、经确认的书面订单以及技术和其他文件。任何满足相同产品或根据相同规范供应货物的次级供应商的变更不构成合同货物或服务的变更。
- 8.4 We offer no guarantee regarding the suitability of the goods for a type or area of use. This rule applies in particular for the constructive aspects of the application object. When responding to questions relating to construction and/or installation, our answers will be based on the information provided by the customer. Our own information is based on theoretical considerations or the results of tests carried out under laboratory conditions. They must be tested by the customer under actual conditions of use.
- 8.4 我公司不就任何类型或用途的货物的适宜性提供担保。该规则特别适用于应用对象的建设性方面。回答与建设和/或安装相关的问题时，我公司的答案将基于客户提供的信息。我公司信息基于理论分析或在实验室条件下进行的测试的结果。客户必须在实际使用条件下测试这些信息。
- 8.5 If the customer wishes to make specific adjustments to the product (e.g. mechanical reworking or surface treatments of any kind on the products), the properties on the original product may change (e.g. mechanical properties, in particular corrosion protection). We therefore exclude any warranty with regard to the product properties specified in clauses 8.1 and 8.2 which were changed as a result of the adjustments, even if the relevant standards are still stamped on the product.
- 8.5 如果客户希望对产品进行具体调整（如，对产品进行机械返工或任何类型的表面处理），则原产品的性能可能会发生变化（如，机械性能，特别是防腐）。因此，即使产品上仍印有相关标准，我公司不会为因进行调整而变更的第 8.1 款和 8.2 款中规定的产品性能提供任何担保。
- 8.6 Any obligation of warranty shall be voided if the agreed standards are not observed or if changes are made to the goods without our express consent. This means in particular the above-mentioned standards and any other conditions of use specified or approved in writing by us.
- 8.6 如果未遵守同意的标准或未经明确同意对货物进行变更，则任何担保义务应无效。这特别指上述标准以及我公司书面指定或批准的任何其他使用条件。
- 8.7 The warranty further excludes any defects attributable to normal wear and tear, improper maintenance, incorrect treatment or handling, overstressing and intervention by third parties.
- 8.7 我公司不为任何由正常磨损、维护不当、错误处理、过应力和第三方干预造成的缺陷提供任何担保。

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- 8.8 If we supply engineering, technical consulting, logistics or other services, with regard to the goods we guarantee only the features in accordance with clause 8.1 - 8.7 above. This rule also applies for services provided as part of a total or partial solution.
- 8.8 如果我公司提供工程、技术咨询、物流或其他服务，就货物而言，我公司只根据上述第 8.1-8.7 款规定保证货物的特性。该规则还适用于作为全部或部分解决方案提供的服务。
- 8.9 If any goods we supply are defective we undertake to deliver a replacement free of charge under the guarantee.
- 8.9 保证期内，如果我公司所提供的任何货物存在任何缺陷，我公司负责免费替换。
- 8.10 Notwithstanding clause 10, all further liabilities for defects for deliveries of goods are hereby excluded.
- 8.10 尽管存在第 10 款规定，特别排除关于货物交付缺陷的进一步责任。
- 9. Warranty for our services, guarantee of durability**
- 9. 服务担保及耐用性保证**
- 9.1 We warrant a careful execution of our services. In the absence of any other written agreement – which must be defined by us as binding – we offer no guarantee for the correctness of the delivered results or their interpretation. If we provide further services on the basis of incorrect or incomplete information provided by the customer, we shall not assume any warranty.
- 9.1 我公司担保将仔细执行我公司的服务义务。在无任何其他书面协议（必须经我公司确定为具有约束力）的情况下，我公司不保证交付的结果或其解释的正确性。如果我公司基于客户提供的不准确或不完整信息提供进一步服务，我公司不应提供任何担保。
- 9.2 If we provide logistics solutions or digital solutions for our assembly processes (assembly solutions), we warrant that it will correspond to the confirmed offer. We cannot warrant that our logistics solutions or assembly solutions will run without interruptions or errors. Any warranty shall be excluded if the operating conditions are not observed or if modifications are carried out. Also, we not accept any responsibility if maintenance, repair or other work is carried out by a third party or if system or other updates are carried out which have not been authorized by us or over which we have no influence. The foregoing applies by analogy if we provide software as part of our logistics solutions or assembly solutions.
- 9.2 如果我公司就我公司的装配过程（装配解决方案）提供物流解决方案或数字解决方案，我公司确保其与确认的报价相对应。我公司不担保我公司提供的物流解决方案或装配解决方案在运行过程中无任何中断或错误。如果未遵守操作条件或对产品进行任何修改，则我公司不提供任何担保。此外，如果任何第三方进行任何维护、维修或其他工作，或未经我公司授权实施任何系统或其他更新或我公司对该系统或其他更新没有任何影响，则我公司不承担任何责任。同样地，如果我公司作为我公司物流解决方案或装配解决方案而提供了部分软件，则上述关于更新的规定仍适用。
- 9.3 If any guarantee of durability with regard to watertightness or other features or a specific lifetime for components and other products is expressly provided, this period shall commence upon delivery. Our obligation under the warranty shall lapse if damage is incurred as a result of incorrect installation or use of the components and other products. Furthermore, no guarantee is provided for damage resulting

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from exceptional demands, e.g. damage due to bad weather or the effects of instability in the subsoil, in particular chemical or biological effects. This restriction of liability shall be waived only if there is evidence that the damage was essentially caused by faulty materials or components. For installation and use, the technical product descriptions and installation instructions supplied in relation to the respective components and other products and the legally prescribed or generally acknowledged standards and principles of architecture shall apply.

- 9.3 如果明确规定了与防水性或其他特性相关的耐用性保证，或部件和其他产品的特定寿命，则该期限自交付之日起开始起算。如果由于不正确安装或使用部件和其他产品导致产品损坏，我公司在该项担保义务失效。此外，对于因特殊要求造成的损害，例如因恶劣天气造成的损坏或地基不稳定的影响，特别是化学或生物影响，也不提供保证。若有证据表明损坏主要是由缺陷材料或部件造成的，则应免除该责任限制。就安装和使用而言，就有关部件和其他产品而提供的产品技术说明和安装说明，以及法律规定的或公认的标准和原则应适用。
- 9.4 If any additional services are defective, we undertake to rectify the work under the guarantee or the guarantee of durability at our own expense.
- 9.4 如果任何附加服务存在缺陷，我公司承诺自费根据保证或耐用性保证纠正该缺陷。
- 9.5 With regard to the further services (in particular with regard to (i) technical opinions / technical reports, (ii) test reports, as well as (iii) test reports / investigation reports, whereby the investigation was carried out in the laboratory), the customer is obliged to sufficiently test, verify the results, recommendations and application instructions received for the practical use of the products and to declare them as suitable for the application respectively to release them.
- 9.5 关于进一步服务（特别是关于（i）技术意见/技术报告，（ii）测试报告以及（iii）测试报告/调查报告，调查是在实验室中进行的），客户有义务就产品实际用途进行充分测试，验证测试结果以及收到的建议和使用说明，且有义务声明产品适用于相应的用途。
- 9.6 Notwithstanding clause 10, all further liabilities for defects in additional services are hereby excluded.
- 9.6 尽管存在第 10 款规定，特此排除关于附加服务缺陷的进一步责任。

## 10. Liability for damages

### 10. 赔偿责任

- 10.1 Within the scope of our statutory product liability, we accept liability for personal injury and property damages with regard to our goods and services, where such losses are directly attributable to defects in the products.
- 10.1 我公司产品法定责任范围内，我公司对与我公司货物和服务相关的个人伤害和财产损失负责，前提是损失是直接因产品缺陷造成的。
- 10.2 Our liability for damages, losses and indemnities in connection with further services rendered (including, but not limited to, development and engineering services or logistics solutions which go beyond the application of the recognised rules of technology) shall be limited to the following for
- 10.2 我公司对与进一步提供的服务（包括但不限于，公认技术规则应用范围外的开发和工程服务或物流解决方案）相关的损坏、损失和赔偿承担的责任应限于：

(a) individual orders up to a maximum of the order value; and

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- (a) 就个别订单而言，不超过订单最大价值；以及
- (b) for standing orders, to a maximum of the amount invoiced by us in the last 12 months per year and per claim.

(b) 就长期订单而言，在过去 12 个月中我公司每年以及每次索赔开具的发票金额的最大值。

If the customer suffers a loss in addition to the above, whether as a result of a breach of duty of care or due to a faulty further service or for any other reason for which we are responsible, the customer shall only be entitled to damages if such breach or fault is due to our willful misconduct or gross negligence.

除上述内容外，如果客户遭受任何损失，无论是由于违反谨慎义务或由于存在缺陷的进一步服务或任何其他我公司应负责的原因造成的，客户应有权获得损害赔偿，如果此类违约或故障是由于我公司的故意或重大过失造成的。

- 10.3 **Exclusion of liability:** The reports on the problem solution prepared by us within the scope of the further services are a provisional, exclusively technical statement based on our current state of information and knowledge, subject to further verification and complete information by the customer on causes and remedial measures. Without prejudice to the use of terms in the form, it does not make any statements on contractual or legal liability or compensation claims. It does not contain or create, directly or indirectly, any acknowledgement of fault, obligation, liability or any other claim against us.

- 10.3 **责任免除:** 我公司在进一步服务范围内编制的问题解决方案报告为基于我公司当前信息和知识状态的临时专门技术声明，由客户进一步核实并提供与原因和补救措施相关的完整信息。在不影响术语使用的情况下，该声明不会就合同或法律责任或赔偿要求做出任何声明。该声明直接或间接包含或创建任何故障确认、义务、责任或向我公司提出的任何其他索赔。

- 10.4 To the extent permitted by applicable laws, any further contractual or non-contractual liability, particularly for direct and indirect consequential damages, is expressly excluded with regard to all of our goods and services. This also applies in particular for costs of necessary installation and removal and interruption of operations. This exclusion from liability also applies for our contractual and non-contractual liability in the case of damages caused by the actions or omissions of our legal representatives, employees and support staff; the same rule furthermore applies for the personal contractual and non-contractual liability of these representatives, employees and support staff.

- 10.4 法律允许的范围内，就我公司货物和服务而言，明确排除任何进一步的合同责任或非合同责任，特别是与直接和间接结果性损害相关的责任。该规则特别适用于必要安装和拆除费用以及业务移除和中断费用。对于因我公司法定代表、员工和支持人员的作为或不作为而造成的损害，该责任免除适用于我公司的合同责任或非合同责任；该规则还适用于这些代表、员工和支持人员的个人合同责任和非合同责任。

## 11. Quality assurance, quality and test laboratories

### 11. 质量保证、质量和测试实验室

- 11.1 We operate a certified quality assurance system according to ISO 9001. In addition we also have ISO/IEC17025-accredited quality and test laboratories for the purposes of quality assurance. Services within the scope of the accreditation are supplied only if these have been agreed by us in writing by the time the order is placed or the contract awarded.

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- 11.1 我公司运行根据 ISO 9001 认证的质量保证体系。此外，我公司有为进行质量保证的 ISO/IEC17025 认证的质量和测试实验室。只有我公司在下达订单或签订合同时书面同意的情况下，才提供认证范围内的服务。
- 11.2 The quality and test laboratories are impartial testing institute. They are operated according to the relevant standards and carry out their tests and analyses according to the applicable testing methods or standards.
- 11.2 质量和测试实验室为公正检测机构。这些实验室根据相关标准运行，并根据适用测试方法或标准进行测试和分析。

## 12. Cancellation, withdrawal

### 12. 取消和撤销

- 12.1 An order may only be canceled subject to our express, written agreement and reimbursement of our costs for material, wages and other expenses.
- 12.1 只有经我公司明确书面同意才可取消订单，且应赔偿我公司的材料成本、工资以及其他开支。
- 12.2 Complaints with regard to quality, dimensions or quantity deviations of a specific delivery shall not entitle the customer to cancel the remainder of an order.
- 12.2 对于与任何具体交付的质量、尺寸或数量偏差相关的投诉，客户无权取消订单的剩余部分。
- 12.3 We shall be entitled to withdraw from delivery obligations if the customer's financial situation has deteriorated substantially or turns out to be other than has been presented to us.
- 12.3 如果客户的财务状况严重恶化，或者虽然无可见情况，但事实证明如此，我公司应有权免除交付义务。

## 13. Obligation to inform and safety

### 13. 通知义务以及安全

- 13.1 The customer is obliged to notify us of any particular technical requirements, or legal, administrative or other regulations or other circumstances that are significant for the supply of our goods or services. It must be emphasized that such information is to be supplied promptly and without being requested by us. The obligation to inform shall apply especially if our goods or services are to be used for any hazardous or unusual purpose. Such regulations, standards or circumstances must be brought to our attention in writing on or before the date when the order is placed or the contract awarded, unless they do not come to light until we are in the process of delivering the goods or supplying the services, in which case the customer shall notify us of them immediately.
- 13.1 客户有义务通知我公司任何特殊技术要求，或对提供我公司货物或服务而言重要的法律、行政或其他法规或其他情况。必须强调的是，应立即提供此类信息，且无需我方要求。如果我公司的货物或服务将用于任何危险或特别目的，则通知义务应特别适用。必须在下达订单或签订合同之日或之前书面通知我公司此类法规、标准或情况，除非此类法规、标准或情况直到我公司在交付货物或提供服务的过程中才知晓，在这种情况下，客户应立即通知我公司。
- 13.2 Notwithstanding this obligation to inform, the customer shall remain responsible for product safety and other safety measures.

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- 13.2 尽管有通知义务，客户应继续对产品安全和其他安全措施负责。
- 13.3 Responsibility for ensuring compliance with general and local safety regulations and for issuing appropriate instructions to staff rests entirely with the customer.
- 13.3 客户应全面负责确保遵守一般和当地的安全法规并负责向员工发出适当指示。

## 14. Using the results

### 14. 结果应用

The results of our services are intended for the sole use and information of the customer and may not be forwarded to third parties or put to another use without our prior written consent. This rule relates in particular to analyses, investigation results, calculations, etc.

我公司服务结果仅供客户使用和参考，且未经我公司书面同意不得转发给第三方或用于其他用途。此项约定也特别适用于分析、调查结果、计算结果等。

## 15. Export controls and sanctions

### 15. 出口管制和制裁

The customer undertakes to comply with the applicable national, European, US and international sanctions and export control regulations in the further use of goods deliveries and other services purchased from us. This includes, but is not limited to, the prohibition of the sale or export of goods to sanctioned countries, to sanctioned end-users or for prohibited end-uses such as the development of armaments without the necessary approval under the applicable legislation.

客户承诺在进一步使用从我公司购买的货物和其他服务时，遵守适用的国家、欧洲、美国和国际制裁和出口管制条例，包括但不限于，未经适用法律的必要批准，禁止向受制裁国家、受制裁最终用户或禁止的最终用途（例如开发军需品）销售或出口货物。

## 16. Industrial property rights

### 16. 工业所有权

- 15.1 Copyright and other intellectual property rights and rights of protection, which arise in connection with our supplies of goods or services, shall be retained exclusively by us. These rights cover, among other things, our drawings, plans, technical and other documents, software programs and other solutions developed by us.
- 15.1 因我公司提供货物或服务而产生的版权及其他知识产权和保护权由本公司独家所有。这些权利包括我公司制定的图纸、计划、技术文件和其他文件、开发的软件程序和其他解决方案。
- 15.2 Non-transferable and non-exclusive rights of use granted to the customer expressly and in writing shall remain reserved.
- 15.2 保留以书面形式明确授予客户的不可转让和非排他的使用权。
- 15.3 We are entitled to use and to develop further, in our work for other customers, any generally exploitable knowledge and expertise, as well as experience and skills, which we have acquired in the course of supplying our goods or services.
- 15.3 为其他客户提供的工作中，我公司有权使用并进一步开发任何通常可利用的知识和专业知识，以及我公司在货物或服务提供过程中获得的经验和技能。

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## 17. Secrecy

### 17. 保密性

Each contracting partner shall treat confidentially the other's business data, documents and information to which he has access, and which are neither generally accessible nor in the public domain. He may not make these available to third parties, either directly or indirectly, or exploit them in other ways. Such data, documents and information may be used only for the purposes of fulfilling the contract. With this in mind the contracting partners must take all necessary steps to prevent this data being passed to or exploited by third parties. Employees of the contracting partners – unless already bound to secrecy by the terms of their employment contract – must undertake to preserve the secrecy of the data, documents and information. The obligation to maintain secrecy shall continue to apply even after our contractual relationship comes to an end.

各缔约方应对其获得的以及一般不可访问的或非公开的其他方的商业数据、文件和资料保密，且不得直接或间接向任何第三方提供此类商业数据、文件和资料，或将其用于其他用途。此类数据、文件和资料仅可用于履行本合同。出于这种考虑，缔约方必须采取一切必要措施，防止向任何第三方披露此类数据或由任何第三方使用此类数据。缔约方员工，除非已经受其雇佣合同的保密条款约束，必须承诺对数据、文件及资料保密。即使在我们的合同关系结束后，保密义务仍应继续适用。

## 18. Data Privacy

### 18. 数据保密

Each contracting party undertakes to comply with the applicable data protection regulations. For further information, we refer to our data privacy policy on [www.bossard.com](http://www.bossard.com).

各缔约方承诺遵守适用数据保护法规。更多信息见我公司的隐私政策（[www.bossard.com](http://www.bossard.com)）。

## 19. Applicable law, jurisdiction

### 19. 适用法律、管辖权

These General Terms and Conditions are governed by Chinese law. The rules governing conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods are excluded. Minhang district, Shanghai, China shall be the sole place of jurisdiction.

我公司一般条款和条件受中华人民共和国法律约束。不包括适用于法律冲突以及《联合国国际销售货物合同公约》的规则。中国上海闵行区为唯一司法管辖地。

## 20. Severability clause

### 20. 可分割性条款

If any individual provisions of these General Terms and Conditions are or become completely or partially void and/or ineffective, the validity of the remaining provisions or parts thereof shall remain unaffected. The invalid and/or ineffective provisions shall be replaced by provisions that come as close as possible economically to fulfilling with legal effect the meaning and purpose of the invalid and/or ineffective provisions. The same shall apply if these General Terms and Conditions are incomplete.

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如果一般条款和条件中的任何个别条款完全或部分无效，剩余条款或剩余部分的有效性应不受影响。无效条款应使用在经济上尽可能接近于无效条款的含义和目的的法律效力的条款替代。如果一般条款和条件不完整，该规则应适用。

## 21. Binding nature of the original text

### 21. 原文的约束性

In the event of deviations between the English version and Chinese version of the General Terms, the original Chinese text shall apply in all cases.

如果一般条款和条件的英文版与中文版本存在任何偏差，中文原文应适用于所有情况。

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