

# General Sales Terms and Conditions

## 一般交易条款

November 2024

2024年11月

### I. Scope / 范围

All proposals, order acknowledgments, sales contracts, deliveries and services supplied or performed by EBNER Industrial Furnaces (Taicang) Co., Ltd., 82 Beijing East Road, Taicang, Jiangsu, China (hereinafter referred to as "EBNER") are made exclusively on the basis of these General Sales Terms and Conditions. These apply also to all future business transactions, in particular to spare parts orders, even if they have not been again expressly agreed. Contradictory terms or terms and conditions of the party purchasing equipment and/or services from EBNER ("the Buyer") that deviate from these General Sales Terms and Conditions are not applicable and will not be recognized by EBNER unless expressly confirmed by EBNER in writing. Fulfillment of a contract by EBNER does not imply agreement to terms and conditions that deviate from these General Sales Terms and Conditions.

艾伯纳工业炉（太仓）有限公司，位于中国江苏省太仓市北京东路 82 号，（以下简称“艾伯纳”）提供或履行的所有报价，订单确认，销售合同，交付及服务仅得依据本一般交易条款作出。该等一般交易条款也适用于将来的业务交易，特别是备件订单，即使未明确再次约定也仍然适用。除非艾伯纳以书面形式明确确认，否则向艾伯纳购买设备或服务的一方（“买方”）提供的与本一般交易条款相矛盾的条款不得适用且不会被艾伯纳认可。艾伯纳对一份合同的履行并不意味着其对与本一般交易条款相矛盾的条款的同意。

### II. Scope of Supplies and Services / 供货和服务的范围

The scope of supplies and services consists only of those supplies and services expressly specified in the proposal/contract.

供货和服务的范围仅限于在报价/合同中明确列出的供货和服务。

Unless agreed otherwise, especially the following items are excluded:

- building where the equipment will be installed
- foundations and anchor bolts
- all piping for supplies, connections and disposal
- cable trenches and connecting cables outside the scope of supply of EBNER
- laying cables and piping and the relevant equipment
- trench and pit covers
- charging baskets and frames
- platforms, stairs, railings and protective grids
- cranes, lifting platforms, transport equipment,



Industrial Furnaces (Taicang) Co., Ltd.  
艾伯纳工业炉（太仓）有限公司

scaffolding, forklifts and other work assistive devices

- unloading and proper storage of equipment until the time of installation
- tools, accessories, consumables and utilities required for installation, commissioning and operation
- air conditioning in particular for control rooms
- instruction/training of Buyer's personnel
- installation and commissioning
- supplies and services related to local standards, norms and special regulations
- obtaining the necessary approvals from authorities for installation, commissioning and operation of the equipment

除非另有约定，下列项目在供货和服务范围中被特别排除在外：

- 拟安装设备所在的建筑
- 桩基和锚栓
- 供应货物、连接件和处理装置的所有管道
- 艾伯纳供应范围以外的电缆槽和联接电缆
- 电缆、管道和相关设备的铺设
- 沟槽和井槽盖
- 料桶和框架
- 平台、楼梯、扶手和护栅
- 起重机、升降台、运输设备、脚手架、铲车以及其他工作辅助设备
- 卸货以及设备安装前的适当存储
- 工具、配件、耗材以及安装、调试和操作所需要的设施
- 特别用于控制间的空调设备
- 买方员工的指导/培训
- 安装和调试
- 与当地标准、规格和特殊规则有关的供货和服务
- 从主管机关获取设备安装、调试和操作所必要审批

The supplies, services and contributions mentioned above shall be provided by the Buyer at its cost in due time and in the required quality and quantity.

上述供货、服务和相关供给应由买方依要求的数量和质量及时提供并自担费用。

### III. Prices / 价款

The prices quoted in the proposal submitted by EBNER, in the order placed by the Buyer and in the order acknowledgment sent by EBNER or in the contract do not include any supplies, services or obligations that are not specifically mentioned within the scope of supplies and services of EBNER.

The Buyer shall bear and pay all taxes, charges, fees, customs duties etc. levied by authorities in connection with the performance of the contract. In the event any such taxes, charges, fees, customs duties etc. are

imposed upon EBNER the Buyer shall save EBNER harmless. If the prices include any professional services (installation supervision, commissioning etc.) then these are based on the contractually agreed time schedule. If the time schedule is delayed or postponed for reasons beyond EBNER's responsibility, the additional costs incurred in implementing these services will be invoiced according to the EBNER site service rates in force at the time. If the agreed time schedule is delayed by more than one month due to reasons beyond EBNER's responsibility, EBNER is entitled to adjust the contractually agreed prices accordingly.

在艾伯纳提交的报价、买方发出的订单、艾伯纳发出的订单确认回执以及在合同中的报价不包括在艾伯纳的供货和服务范围中没有具体提及的任何供货、服务和义务。买方应该承担和支付主管机关所征收的与合同履行有关的所有税收、费用、规费和关税等。若向艾伯纳征收任何该等税收、费用、规费和关税等，则买方应使艾伯纳免于承担该等税费。如果价格包括任何专业服务（安装督导，调试等），则该等服务应以合同约定的时间计划为基础。如果非基于艾伯纳的责任而使得合同约定的计划被延期或推迟，那么艾伯纳将按照届时有效的现场服务费率收取履行这些服务所产生的额外费用。如果非基于艾伯纳的责任使得合同约定的计划被延期或推迟超过一个月，则艾伯纳有权相应调整合同约定的价格。

Any consequences resulting from changes in law or regulations or new laws or regulations enacted after the date of EBNER's offer shall be borne by the Buyer. In case of import restrictions imposed by public authorities, such as but not limited to import duties, tariffs or taxes the prices shall be adapted accordingly. 在艾伯纳报价日期之后，法律法规的变动或新法律法规的出现而产生的影响由买方承担。在进口限制的情况下，包括但不限于进口税、关税或税收，由政府当局对艾伯纳交付给买方的任何一类货物而征收的这类税收的重大改变，价格将要相应地进行调整。

#### IV. Payment / 付款

Payment for the supplies and services (proportional payments in the case of partial deliveries) shall be made in accordance with the terms of payment stipulated in the order acknowledgment/contract. Payments are deemed as paid when they have been credited to EBNER's bank account. Regardless of the payment method, all transfer-risk shall be borne by the Buyer. Bank fees incurred with the bank entrusted by the Buyer are to be borne by the Buyer. Bank fees incurred with the bank entrusted by EBNER will be borne by EBNER. Payment must be made net, without deduction of any taxes, duties, etc. If milestone payments have been agreed (e.g. payment installment is due upon start-up of the equipment or upon acceptance), the Buyer shall be obliged to pay such installment at the latest within 1 month from the relevant scheduled milestone date agreed in the contract in case such milestone is delayed for reasons outside the responsibility of EBNER. Licenses for

application software covered by the contract and the license code for permanent operation of the equipment will not be handed over until the contract price has been fully paid.

对供货和服务的付款（部分交付情况下的按比例付款）应依据订单确认回执/合同中约定的条款进行。当所付款项被划入艾伯纳的银行账户中则视为完成支付。无论采用何种支付方式，所有转账风险应由买方来承担。买方委托的银行所产生的相关费用应由买方来承担。艾伯纳委托银行所产生的银行费用由艾伯纳来承担。付款应该是净款项，不得扣除任何税费及关税等。如果双方同意分期付款（例如在设备启动时或验收时即应开始分期付款），且若基于艾伯纳的责任以外的理由使得分期计划延迟，则买方应该最晚在合同约定的分期计划到期后的一个月内进行支付。合同中约定的应用软件许可和永久操作设备所需的许可码仅得在合同价款全部支付后交付。

The Buyer may not suspend or withhold payment of the contract price nor delay any payments beyond the dates agreed. The Buyer shall not be entitled to set off any claims unless such claims are recognized by a final court judgement. If the Buyer is in delay with its payment obligations or is late in providing payment securities such as bank guarantees, letters of credit etc., EBNER at its option may

买方不得暂停或扣留合同价款，或是超出合同约定的期限迟延履行。买方无权要求抵消，除非买方的债权是经法院的终局裁决认可的债权。如果买方迟延履行付款义务或迟延提供付款担保如银行担保，银行信用证等，艾伯纳可自行决定

- a) demand performance of the contract and
- i) postpone the performance of its own obligations until the outstanding payments and other obligations of the Buyer are fulfilled,
- ii) extend the delivery schedule appropriately, and
- iii) impose interest on late payments according to law, however not less than 8% p.a., or
- b) if Buyer's delay exceeds 30 days, terminate the contract in whole or in part and the Buyer shall compensate EBNER for all losses, costs, damages and expenses incurred by EBNER. In such case the Buyer must return to EBNER at EBNER's request, any equipment already delivered.

The equipment shall remain the property of EBNER until the contract price has been paid in full without reservation.

- a) 要求履行合同并
- i) 推迟履行己方义务直到买方履行未付款项以及其他义务，
- ii) 相应延长交付期限，并
- iii) 依法要求支付延期付款的利息，且年利率不低于 8%，或
- b) 如果买方迟延超过 30 天，解除全部或部分合同，买方应赔偿艾伯纳所遭受的所有亏损，费用，损害和花费。在此情形下，买方必须应艾伯纳要求返还已经交付的任何设备。

艾伯纳有权对设备保留所有权直到合同价款无保留的全

部得到支付。

## V. Delivery and Completion Period / 交付和完成期限

Unless agreed otherwise in writing, the time schedule shall start on whichever of the following dates is latest:

- i) date on which the contract is signed by both parties or the order confirmation is signed by EBNER;
- ii) date on which all open technical matters have been clarified by the Buyer to the satisfaction of EBNER; or
- iii) date on which EBNER has received the down payment and/or the payment security to be provided by the Buyer in favour of EBNER is issued.

除非另行书面约定，交付期限应以下列日期中最晚的日期为起始日期：

- i) 双方签署合同之日或艾伯纳签订订单确认回执之日；
- ii) 买方向艾伯纳阐明了所有的待解决的技术问题并使其满意；或
- iii) 艾伯纳收到了预付金和/或买方向艾伯纳提供了以艾伯纳为受益人的付款担保。

The date of delivery is Ex-Works and shall be deemed fulfilled upon readiness for shipment of the equipment, even in cases where the contract price includes transport and also where EBNER organizes the transport.

交付日期采用工厂交货，并在设备待运之时视为完成交付，即使在合同价款包括了运送或艾伯纳组织了运送的情形下亦是如此。

In case the Buyer fails to fulfill its contractual obligations in due time, in particular:

- if any payment has not been received by EBNER according to the terms of payment set out in the contract and/or contractually agreed payment securities (letter of credit, bank guarantees, etc.) have not been issued in time; or
- if the Buyer does not supply the necessary information in time as a basis for EBNER's implementation of the contract or if he does not approve, within a reasonable time-scale, the drawings and plans submitted to him for approval according to the contract; or
- if the supplies, services and contributions to be provided by the Buyer are not performed or made available within the required time

如果买方未及时履行合同义务，特别是：

- 如果艾伯纳没有收到依据合同规定条款所应该支付的款项和/或（买方）没有及时提供合同约定的支付担保（信用证，银行担保等）；或
- 如果买方没有及时为艾伯纳提供作为其履行合同义务之基础的必要信息或如果没有按照合同在合理时间限度内批准交其审批的图纸和计划；或
- 如果应由买方提供的供货，服务以及供给并未履行或没有在要求的时间内履行

EBNER, notwithstanding any other rights, shall be entitled to compensation for the additional costs resulting therefrom and to an appropriate extension of the time schedule.

除其他权利外，艾伯纳应有权要求补偿其由此产生的额外费用并相应延长交付期限。

If the equipment is ready for shipment but cannot be delivered for reasons beyond EBNER's responsibility, delivery shall be deemed effected on the date readiness for shipment is notified to the Buyer and any payments on delivery shall become due on such date. In such case, risk of loss and damage shall pass to the Buyer and all costs for storage, preservation, guarding and insurance shall be borne the Buyer.

如果非因艾伯纳的原因使得待运的设备无法交付，则告知买方设备待运之日应被视为交付之日，交付的对价应自当日支付。在此情形下，货物丢失或毁损的风险应转移至买方，且所有的货物存储、保管、看护和保险费用应由买方承担。

EBNER shall be relieved of its obligations to perform the contract on time, if a delay occurs for which EBNER is not responsible or if EBNER is prevented due to a force majeure event, such as social conflict (strikes and lock-outs), non-availability of means of transportation, acts of government, energy industry measures, war, civil disturbances, terrorism, epidemics and pandemics, boycott, explosions, cyberattacks, natural calamities including, without limitation, floods and earthquakes etc. and such other events that cannot reasonably be prevented by EBNER. This also applies when sub-contractors of EBNER are affected by such events.

Notwithstanding the foregoing, in case the security or health situation in the country where the Equipment or any part thereof will be manufactured, assembled or installed is, in the opinion of EBNER or any of its sub suppliers, not or no longer acceptable for EBNER's or its sub supplier's personnel, EBNER shall have the right to suspend the further execution of the work and postpone the delegation of personnel and/or withdraw personnel from the site, and such circumstances shall be considered as an event of "Force Majeure" as well. If such reasons last for longer than 6 months EBNER is entitled to terminate the contract and the Buyer is obliged to pay for the equipment produced or in the process of fabrication and for the services provided so far, as a proportion of the contract price against EBNER's invoice.

如果非因艾伯纳的原因导致履行迟延，或由于不可抗力使得艾伯纳无法履行，比如社会冲突（罢工或停工），没有合适的运输方式，政府行为，能源行业措施，战争，内乱，恐怖行为，流行病，抵制，爆炸，网络攻击，自然灾害包括但不限于洪水和地震等以及此类其他不能合理被艾伯纳阻止的情形，则艾伯纳应被免于履行合同义务。本规定同时适用于艾伯纳的分包合同方受到该等事件影响的情形。

除上述规定以外，若艾伯纳或其分包商认为设备及其部件的制造、装配或安装所在国家的安全及卫生健康状况不可接受或不再被艾伯纳或其分包商的人员接受，艾伯纳有权暂缓现场相关工作的进一步执行，推迟人员的委派和/或召回现场人员。这种情况也应被视为“不可抗力”事件。

如果该等情形持续超过 6 个月，则艾伯纳有权解除合同。就已经生产或正在生产过程中的设备，以及截止当时已经提供的服务，买方有义务依艾伯纳所开具的发票

中的金额按比例支付合同金额。

## **VI. Transportation and Insurance / 运输和保险**

In the absence of any specific provision in the contract, the equipment shall be dispatched either packed or unpacked, as reasonably decided by EBNER. Unless expressly agreed otherwise in writing, the equipment is sold "Ex Works" from the premises of EBNER or its sub-supplier. All references to trade terms in respect of delivery shall be construed in accordance with INCOTERMS 2020 published by the International Chamber of Commerce. If it is determined in the individual case that delivery is to be organized by EBNER, the freight prices valid on the day of delivery plus any necessary additional costs (e.g. for transport permits, waiting times, route changes, etc.) shall be invoiced separately. The Buyer shall be responsible for ensuring safe and unimpeded access to the unloading point and for the immediate unloading of the means of transport. Partial consignments are permitted unless agreed otherwise in the contract.

在合同未做特别约定的情形下，由艾伯纳自行合理决定，设备应经包装发货或是不经包装发货。除非另有明确书面约定，设备应从艾伯纳或其分包供应商的所在地以“工厂交货”条件进行销售。所有有关交付的交易术语的引用应依据由国际商会公布的 Incoterms 2020（国际贸易术语 2020）进行解释。如具体情况下确定由艾伯纳负责安排交付，艾伯纳将按交付当日有效的运费价格，以及任何必要的额外费用（如运输许可、等待时间、路线变更等）将另行开具发票。买方应负责确保安全且无障碍地进入卸货点，并立即对运输工具进行卸货。分批托运仅在合同另有约定时才被允许。

## **VII. Technical data and drawings, Confidentiality / 技术数据和图纸，保密义务**

Weights, dimensions, consumption figures, production capacity and in general all technical data mentioned in catalogues, brochures or advertisements are to be considered as indicative values only and are not obligatory. EBNER reserves the right to make minor changes or modifications to the equipment or to provide any alternative materials provided this does not impair the proper function of the equipment.

目录、宣传册或广告中提及的重量，尺寸，消耗数据，产能和所有的技术数据均仅具有参考价值，没有约束力。艾伯纳保留对设备进行轻微改变或修改的权利，并有权在保证设备正常的功能不受影响情形下提供替代材料。

The Buyer expressly undertakes to keep confidential and to use the drawings and technical information provided by EBNER strictly in accordance with the contract and only for the purpose of operation and maintenance of the equipment. Under no circumstances is the Buyer authorized to disclose or allow a third party access to the drawings and technical information relating to the equipment and/or installation, nor shall the Buyer be entitled to reproduce the same or similar equipment. Buyer acknowledges that the drawings and technical information relating to the equipment and/or installation

shall at all times remain and be the sole and exclusive property of EBNER and Buyer shall at any time have no right, title or interest therein or thereto. Neither shall Buyer directly or indirectly apply to or try to apply to any intellectual property right registration with respect to the drawings or technical information. In case of violation of Buyer's obligations hereunder, EBNER shall, in addition to any other rights, be entitled to equitable and injunctive relief.

买方明确承诺保密并严格按照合同使用艾伯纳提供的图纸和技术信息，并仅将其用于设备的操作和修理之目的。在任何情形下，买方都无权披露或许可第三人获取有关设备和/或安装的图纸和技术信息，买方也无权复制相同或相似的设备。买方认可所有有关设备和/或安装的图纸和技术信息始终为艾伯纳的专有财产，在任何时候，买方都对此不享有任何所有权、权利和利益。买方也不得直接或间接申请或尝试申请任何与图纸或技术信息相关的知识产权注册。如果买方违反本条项下的义务，则除其他权利以外，艾伯纳还有权要求按照公平合理的原则寻求强制性救济措施，如要求买方停止侵权及违约行为等。

The Buyer shall not engage, whether directly nor indirectly, any competitor of EBNER for the performance of any erection or maintenance work or services related to the equipment delivered by EBNER without the prior written approval of EBNER. In particular, the Buyer shall ensure that no competitor of EBNER has access to drawings or documents provided by EBNER.

除非得到艾伯纳事先书面同意，不管是直接的还是间接的，买方不可以委托艾伯纳的竞争对手完成与设备有关的任何安装、维护工作或服务。特别是，买方必须保证艾伯纳的竞争对手接触不到艾伯纳提供的图纸和文件。

## **VIII. Installation and Commissioning / 安装和调试**

If the scope of supplies and services includes installation on site the Buyer shall co-operate with EBNER so that the installation and commissioning can be carried out under the best possible and efficient conditions.

如果供货和服务的范围包括现场安装，则买方应与艾伯纳配合以使安装和调试能够在最好和最有效的条件下进行。

The Buyer shall inspect the equipment delivered to ensure it is complete and in good condition. The Buyer shall transport the equipment at its expense to the installation area or to store it in a covered and well-sheltered area, so that the Equipment is maintained in good condition until its installation. The proper guarding, storage and insurance against fire, accident, theft, etc, shall be provided by the Buyer at its cost and risk. Further, the Buyer shall take care that all equipment and materials are handed over to EBNER's personnel in the sequence of installation in good condition.

买方应检查已交付的设备以确保设备完整且状态良好。买方应自担费用将设备运送至安装地，或将设备存放在封闭的区域，以使设备在安装前保持良好状态。买方应

该自担费用并自负风险来对设备进行适当看护，存放，并购买针对火灾，事故，盗窃等事件的保险。此外，买方应该确保在一系列的安装中将设备和材料完好的交付给艾伯纳的员工。

The Buyer shall ensure that no work be carried out in unsanitary or dangerous places and that EBNER's personnel is provided free of charge with suitable accommodation and food and that appropriate medical assistance is available on site. Prior to the start of the work at site, the Buyer shall inform EBNER in writing and with proper documentation of specific hazards on the site and shall provide the EBNER staff with comprehensive support in the elaboration of the specific risk analysis on site.

买方应确保不会在不卫生或危险的场所进行作业，并且免费提供给艾伯纳的员工适当的食宿及现场医疗援助。在现场开始工作之前，买方应以书面形式并用适当文件将现场具体危害告知艾伯纳，并向艾伯纳员工提供全面的支持，以便详细分析现场的具体风险。

At EBNER's request, the Buyer shall provide free of charge the required materials, means of transport, energy and power sources, fuel, utilities, consumables and personnel, even if this was not stipulated in the contract.

应艾伯纳之要求，买方应免费提供需要的材料，交通工具，能源和电力供应，燃料，设施，消耗品和人员，即使这些没有在合同中约定。

If the Buyer is responsible for installation of the equipment and EBNER is only responsible for supervision of installation, the costs and risks of the installation work are to be borne by the Buyer.

如果买方负责设备安装而艾伯纳只负责安装督导，则安装作业的费用和风险应由买方来承担。

If during the installation or commissioning period idle or waiting times occur for EBNER's personnel due to circumstances outside EBNER's reasonable control, and as a result additional working days or working hours, travels to and from the site, accommodation etc., are necessary, the Buyer shall pay these additional costs at EBNER's hourly rates applicable at the time.

在安装或调试期间，若基于艾伯纳合理掌控的情形以外的原因而产生艾伯纳员工无法作业或等待的时间，并因此而使得额外的加班日或加班时间、往返现场的交通及住宿成为必要，买方应依艾伯纳当时适用的小时费率承担这些额外的费用。

## **IX. Performance Test and Acceptance / 性能测试及验收**

If a performance test/acceptance tests is expressly stipulated in the contract, such test will take place within 10 days of the end of commissioning or when readiness for acceptance has been declared by EBNER, according to the terms and conditions stipulated in the contract. Acceptance shall be deemed achieved upon successful completion of the performance test. If this proof is given, the Buyer shall not have the right to demand further tests.

如果合同中明确约定了性能测试/验收测试，那么根据合

同约定的条款，该等测试应在调试结束后或艾伯纳发出待验收声明后的 10 天内作出。性能测试成功完成后则视为验收已完成。如果测试已成功，那么买方无权要求进行进一步的测试。

If a performance test/acceptance test cannot take place or is not successful for reasons beyond EBNER's sole responsibility, the equipment shall be deemed accepted at the end of commissioning or 6 months after delivery or readiness for shipment, whichever is earlier. Upon acceptance the Buyer and EBNER will sign a respective acceptance document.

如果非基于艾伯纳一方的原因使得性能测试/验收测试无法进行或不成功，则在调试结束之日或交付或设备待运后满 6 个月（以较早的那一日为准），视为设备已经被验收。买方和艾伯纳会就验收签署相应的验收文件。

Minor defects that have no negative impact on the performance of the equipment shall not entitle the Buyer to withhold acceptance.

买方无权因对设备性能不产生负面影响的轻微瑕疵而拒绝验收。

Unless expressly agreed otherwise in writing, the working and travel times of the EBNER staff delegated to site shall be paid by the Buyer at EBNER's hourly rates applicable at the time. All costs incurred during commissioning, testing and operation of the equipment (energies, materials, consumables etc.) shall be borne by the Buyer.

除非另有书面明确约定，艾伯纳员工被委派至现场的作业和路途时间应由买方根据艾伯纳当时适用的小时费率进行支付。在调试，测试和操作设备期间（能源，材料，耗材）产生的所有费用应由买方来负担。

The Buyer is not permitted to operate the equipment, even for preliminary testing, until acceptance has been completed. If the Buyer operates the equipment in spite of this, it is at the Buyer's own risk and the equipment is automatically deemed accepted and all contractual obligations of the Buyer shall become due immediately.

在验收完成前，买方不得操作设备，即使是为了初步测试。如果买方不顾此规定径自操作设备，则买方需要自负风险，且设备自动视为被验收，买方所有的合同义务应立即履行。

If a facility consists of several individual sub-facilities, the end of commissioning and acceptance of such sub-facilities shall occur individually according to progress on site and the contractual obligations of the Buyer (e.g. payment on acceptance) are due in proportion to the facility as a whole as each sub-facility is commissioned and accepted.

如果一个设备由多个单独的子设备组成，那么调试的完成和子设备的验收应该依据现场的进度分别进行。买方的合同义务（如验收后的付款）在子设备调试结束且验收后依各个子设备占整个设备的比例而分别到期。

## **X. Warranty / 保证**

EBNER warrants that upon delivery the equipment will be free from defects resulting from faulty material or bad workmanship. The warranty period for the equipment shall be 12 months.

艾伯纳保证交付时设备不存在因材料缺陷或较差工艺而产生的瑕疵，其对设备的保证期限为 12 个月。

If the equipment is delivered but not installed by EBNER, the warranty period shall start from the date of delivery of the equipment from EBNER's or subsuppliers' workshop or, where there is a delay in delivery which is not attributable to EBNER, the warranty period shall start from the notification of readiness for shipment.

如果设备已经交付但并没有被艾伯纳安装，保证期间应自艾伯纳或其分包商的工厂交付设备之日起算。如果存在不可归责于艾伯纳的原因而迟延交付，那么保证期间应该从设备待运通知发出时起算。

If the equipment is delivered and installed by EBNER, the warranty period shall start from EBNER's notification that the equipment is ready for start-up. Unless the warranty period expires earlier according to the aforesaid provisions it expires at the latest 18 months after the date of delivery of the equipment or, in case of a delay in delivery not attributable to EBNER, 18 months after EBNER's notification of readiness for shipment.

如果设备已经交付且被艾伯纳安装，则保证期间应自艾伯纳发出设备待启动通知之时开始计算。除非保证期间根据前款规定提前结束，其最晚在交付之日起的 18 个月后终止，或者在不归责于艾伯纳的迟延交付情形下于艾伯纳发出待运通知之日起的 18 个月后终止。

For bought-in items, in particular electric components, the warranty granted to the Buyer is limited to the warranty given by the manufacturer or supplier.

对购买的产品，特别是电子配件，对买方的保证限于所购买产品的生产商或供应商所提供的保证。

The warranty covering replacement or repaired components shall expire on the same date as that of the main delivery.

有关更换或修理配件的保证应在交付的主货物的保证期间届满的同日到期。

Components subject to wear and tear are excluded from the warranty. If the wear and tear parts have not been specified in the proposal or contract, they are considered to be parts subject to wear and tear recognized as such in the relevant industry.

保证的范围不包括易损耗备件。如果合同或订单建议中没有明确易损耗备件，则在相关产业中被认为是易损耗备件的零件即被视为是易损耗备件。

Any defects in the equipment shall be notified to EBNER in writing with defect description immediately, otherwise the quantity or quality of the equipment shall be deemed as conforming to the terms of the contract and EBNER will not assume liabilities to such defects. Apparent defects shall be notified no later than 7 days from receipt of consignment, hidden defects shall be notified no later than 7 days from discovery of the defect.

设备的任何瑕疵应立即书面通知艾伯纳，该书面通知应包含对瑕疵的描述，否则设备的数量和质量将被视为符合合同条款，且艾伯纳将不会对该等瑕疵承担责任。明显瑕疵的通知应在收到货运后的 7 天内发出，隐蔽瑕疵的通知应在发现后的 7 天内发出。

The Buyer must provide proof that the defect already existed at the time of delivery; the legal reversal of the burden of proof is excluded. If a defect is due to faulty material or bad workmanship, defective parts will be repaired free of charge or replaced at EBNER's discretion. Defective components that have been replaced shall be made available to EBNER and become EBNER's property. In case of defects the Buyer shall take immediate measures to prevent worsening of damage.

买方必须提供证据证明缺陷在交货时已存在；法律上的举证责任倒置不适用于此。如果瑕疵因材料缺陷或较差工艺而产生，那么艾伯纳可自行决定将瑕疵部件进行免费修理或更换。被更换的瑕疵部件应由退还艾伯纳且艾伯纳对此享有所有权。在存在瑕疵的情形下，买方应该立即采取措施以阻止损失扩大。

The Buyer shall grant EBNER the opportunity to correct defects and grant access to the equipment at all times and allow a reasonable time limit to rectify a defect.

买方应该保证艾伯纳修复瑕疵的机会，并且保证能够随时接触设备并有合理的时间期限去修复瑕疵。

EBNER shall in no event be liable for defects resulting from improper use or operation or maintenance of the equipment not in accordance with EBNER's instructions and manuals, any alterations or modifications made by the Buyer or third parties without the prior written consent of EBNER, improper storage or handling, installation or commissioning performed without the supervision of EBNER's personnel and any reasons not attributable to EBNER. EBNER shall in no event be liable for defects resulting from improper use or operation or maintenance of the equipment not in accordance with EBNER's instructions and manuals, any alterations or modifications made by the Buyer or third parties without the prior written consent of EBNER, improper storage or handling, installation or commissioning performed without the supervision of EBNER's personnel and any reasons not attributable to EBNER. 艾伯纳在任何情形下都对不依艾伯纳的说明和指南而对设备进行不适当的使用或操作或修理而导致的缺陷负责，亦不对买方或任何第三方未经艾伯纳事先书面同意而进行的改变或变更，不适当的存储或装卸，不在艾伯纳员工监督下而进行的安装或调试以及任何不可归责于艾伯纳的原因所导致的设备缺陷负责。

In urgent cases, where the safety of the facility is put at risk or when it entails the prevention of serious damage (provided EBNER having been informed immediately beforehand) or if a defect, despite repeated attempts, cannot be resolved by EBNER, the Buyer shall have the right to correct the defect himself or with the help of a third party and to claim a refund from EBNER of the reasonable direct costs resulting from such correction.

在紧急情形下，设施的安全处在风险之下或设备需要防止严重的损毁（在事先已经立即通知了艾伯纳的情形下），或缺陷在多次尝试后仍然无法被艾伯纳解决，则买方应有权自行或由第三方帮助修复缺陷并要求艾伯纳补偿该等修复合理的直接费用。

If the occurrence of a defect as described above is disputed, the burden of proof lies with the Buyer. If the Buyer claims for defects which are not covered by the warranty hereunder, the Buyer shall reimburse EBNER for all costs and expenses incurred by EBNER in connection with such claim.

如果上述缺陷的发生引起争议，则应由买方承担举证责任。如果买方向对缺陷的诉请不在本条项下的保证范围



之内，则买方应赔偿艾伯纳所支付的所有与该诉请有关  
的费用和开支。

Except as provided in this clause, EBNER expressly disclaims any warranty, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.

除本条规定之外，艾伯纳明确否认任何明示或默示的保证，包括但不限于关于适销性和适合某一特定用途所作出的保证。

#### **XI. Software / 软件**

To the extent software is included in the scope of supply of EBNER, the Buyer will be granted a non-exclusive right to use the software including the associated documentation only for the purposes of operation of the equipment. Use of the software on more than one system is prohibited.

在艾伯纳的供货范围包括了软件的情形下，买方将被授予非排他性的软件及其关联文件的使用权，该使用仅为设备操作之目的。禁止在一个以上的系统中使用该等软件。

The Buyer is not entitled to copy, reproduce, adapt, modify or translate the software or make it available to third parties. All other rights to the software and documentation and the source code will remain the exclusive property of EBNER or the software supplier.

买方无权复印，复制，改编，变更或翻译软件，或向第三方提供软件。艾伯纳或软件供应商保留关于软件和文件的所有其他的权利以及源代码的独占所有权。

For bought-in software and standard software, the provisions of the relevant end-user license agreements shall apply and the Buyer shall assume all relevant rights and obligations resulting therefrom. Any other claims against EBNER are expressly excluded.

对于购买的软件 and 标准软件，应该适用相关最终用户许可协议的规定，买方应承担由此产生的所有相关权利和义务。明确排除任何其他针对艾伯纳的请求。

#### **XII. Limitation of Liability / 责任的限制**

EBNER shall in no event be liable for loss of profit, loss of production, loss of contracts, loss of revenue, loss of data, loss of business or any indirect, incidental or consequential damages howsoever arising regardless whether caused by any breach of contract, tort (including but not limited to negligence) or otherwise.

艾伯纳在任何情形下都不应对利益损失，生产损失，合同损失，营业额损失，数据损失，业务损失或任何间接的，偶然的或因果性的损失负责，无论该等损失是否由任何违约，侵权（包括但不限于疏忽大意）或是其他情形所引起。

The overall liability of EBNER under or in connection with the contract under whatever title, whether arising out of a breach of contract, tort (including but not limited to negligence) or otherwise, shall in the aggregate be limited to 10% of the contract price. This exclusion or limitation of liability is not valid in the case of personal injuries and property damages to the Buyer by wilful misconduct or gross negligence of EBNER.

艾伯纳在合同下或与合同有关的无论何种名目的所有责任，无论是因违约，侵权（包括但不限于疏忽大意）或是其他情形所引起，合计应该限制在合同价款 10% 以内。该等对责任的限制或排除在因艾伯纳的故意不当行为或重大疏忽而造成买方人身伤害或财产伤害的情形下无效。

If EBNER is held liable for damages, these will only be paid for a maximum of damage, which for EBNER was foreseeable at the time of the conclusion of the contract. The Buyer must provide evidence that EBNER is at fault; the legal reversal of the burden of proof is excluded. If liquidated damages/penalties have been agreed in the contract, it shall be considered the sole and exclusive remedy excluding any further claims.

如果艾伯纳需要对损失负责，则其应支付的损失数额不超过其在订立合同时可以预见的损失。买方须提供证据证明艾伯纳存在过错；法律上的举证责任倒置不适用于此。如果合同中约定了违约金/罚款，则应认为其是唯一的和排他的救济方式，且排除了任何进一步的诉请。

The exclusions and limitations of liability shall apply to all of EBNER's liabilities arising out of or in connection with the contract, including without limitation any liability resulting from breach of guarantees and warranties.

责任的排除和限制应适用于所有由合同引发或与合同相关的艾伯纳的责任，包括但不限于因违反担保和保证而引起的责任。

The exclusions and limitations of EBNER's liability shall apply to the fullest extent permitted by law and shall also apply for the benefit of EBNER's personnel, its affiliated companies, licensors and subcontractors.

对艾伯纳责任的排除和限制应该最大限度地法律许可的范围内适用，也应该为艾伯纳的员工，关联公司，许可方以及分包方的利益而适用。

The rights and remedies of the Buyer stipulated in the contract shall be the exclusive rights and remedies available to the Buyer being in lieu of all other rights and remedies expressed or implied by law. In particular, EBNER expressly disclaims any liability for breach of accessory contractual obligations (e.g. advice, information, user manual), subrogation of product liability claims and claims for damages to items outside EBNER's scope of supply.

在合同中约定的买方的权利和救济应是买方独有的权利和救济，并代替了法律明示或默示的所有其他权利。特别地，艾伯纳明确否认任何违反附随合同义务（如建议，信息，用户指南）而产生的责任，产品责任请求权的代位请求权以及对艾伯纳供货范围之外的产品的损害的赔偿请求权。

#### **XIII. Compliance with export control regulations / 遵守出口管制条例**

a) The Buyer shall not sell, export or re-export, directly or indirectly, to countries or areas outside of the mainland of the People's Republic of China or for use outside of the mainland of the People's Republic of China any goods supplied under or in connection with the Contract.

买方不得直接或间接将本合同项下或与本合同有关的任何货物出售、出口或再出口至中华人民共和国大陆以外的国家或地区或供中华人民共和国大陆以外的国家或地区使用。

b) The Buyer shall undertake its best efforts to ensure that the purpose of paragraph a) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

买方应尽最大努力确保第 a) 条的目的不会因商业链下游的任何第三方（包括可能的经销商）而受到妨碍。

c) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph a).

买方应建立并维持一个适当的监督机制，以检测商业链下游任何第三方（包括可能的经销商）可能会对第 a) 条的目的造成妨碍的行为。

d) Any violation of paragraphs a), b) or c) shall constitute a material breach of an essential element of the Contract, and EBNER shall be entitled to seek appropriate remedies, including, but not limited to:

任何违反第 a)、b) 或 c) 条的行为均应被视为对本合同基本要素的重大违约，艾伯纳有权寻求适当的补救措施，包括但不限于：

- immediate right of termination of the Contract and 艾伯纳有权立即终止合同，并且
- a penalty of 5 % of the total value of the Contract. 要求买方支付本合同总价 5% 的违约金。

e) The Buyer shall immediately inform EBNER about any problems in applying paragraphs a), b) or c) including any relevant activities by third parties that could frustrate the purpose of paragraph a) of this contractual section. The Buyer shall make available to EBNER information concerning compliance with the obligations under paragraph a), b) or c) within two weeks after EBNER has requested such information.

买方应立即将适用于第 a)、b) 或 c) 条的任何问题告知艾伯纳，包括第三方可能会对第 a) 条目的造成妨碍的任何相关活动。买方应在收到艾伯纳请求后两周内，向艾伯纳提供有关遵守第 a)、b) 或 c) 条规定义务的信息。

#### **XIV. Arbitration , Jurisdiction, Place of Arbitration / Jurisdiction and Applicable Law / 仲裁，管辖权，仲裁/管辖地及适用的法律**

All disputes arising out of or in connection with the contract shall be exclusively and finally settled under the Rules of Arbitration of the China International Economic and Trade Arbitration Commission ("CIETAC"). Arbitration shall take place in Shanghai and proceedings shall be held in the Chinese language.

所有由合同引起的或与合同相关的争议根据中国国际经济贸易仲裁委员会仲裁规则排他地进行解决，仲裁结果是终局的。仲裁地点为上海，仲裁语言为中文。

However, EBNER and the Buyer shall be free to assert any disputes or claims arising out of or in connection with the contract, including disputes relating to its validity, breach, termination or nullity, up to a value in dispute of EUR 75,000.00 before the ordinary courts. The ordinary place of jurisdiction is exclusively the competent court in Taicang, China.

但是，艾伯纳和买方有权在普通法院提出与由合同引起或与合同有关的任何争议或索赔，包括与合同有效性、违约、终止或无效性有关的争议，争议金额最高可达 75000.00 欧元。普通管辖地仅限于中国太仓有管辖权的法院。

The contract shall be governed by the Chinese laws.

合同应由中国法律来管辖。

#### **XV. Miscellaneous / 其他**

These General Sales Terms and Conditions shall be deemed incorporated into the contract as if fully restated therein.

本一般交易条款应被视为合同的组成部分且视为已经在合同中进行了充分援引。

In the event that any provision of the contract shall prove to be invalid, illegal, void or unenforceable, such provision shall be deemed to be separable from the other provisions of the contract which shall remain binding. The parties shall replace the invalid, illegal, void or unenforceable provision by a new but valid, legally permitted and enforceable provision which comes as close as possible to the original intentions of the parties.

若合同的任何条款被证明失效，违法，无效或不能强制履行，该等条款应被视为与其他条款相分离，其他条款应保持有效。双方应该以尽可能接近双方原意的正当，合法，有效和可执行的新条款来替换失效，违法，无效或不可强制履行的条款。

To the extent permitted by law, the parties agree to abstain from contesting or challenging the contract due to mistake, misrepresentation, doctrine of frustration or any other reason.

在法律允许的范围内，合同双方同意放弃因错误，失实陈述，合同落空原则或其他理由而对合同进行的争辩和质疑。