

GENERAL TERMS AND CONDITIONS FOR DELIVERIES, WORK AND SERVICES

供货与服务通用条款

I. General

一、 综述

- The following conditions apply to all consultations, offers, sales, deliveries and services and to all current and future contractual relationships between Muehlbauer Technologies (Wuxi) Co., Ltd., its affiliates (hereinafter "Seller") and the Buyer exclusively. Conditions for purchasing of the Buyer, which are completely or partly contrary to the conditions of the Seller or the legal regulations, are hereby expressly disagreed. The following conditions also apply if the Seller carries out the deliveries or services in awareness of conflicting purchase conditions of the Buyer without reservations. The following conditions apply to all future business relations, even if they are not explicitly referenced and as far as the Buyer has known them or ought to have known due to a previous business relationship. For the scope of the deliveries or services the bilateral consistent written declaration shall apply.
以下条款适用于目前及未来与纽约智能识别技术(无锡)有限公司有业务关系的咨询, 报价, 销售, 交货及服务, 纽约公司(以下简称“卖方”), 买方为合法注册的企业。买方不得完全或部分拒绝本协议及相关法律法规。同时, 以下卖方的发货及服务条款与买方的采购条款出现冲突时, 必须无条件适用。以下条款适用与所有业务关系, 即使在买方已了解或者因为之前的业务关系应该知道的但未被明确列明的情况下。就交货或服务范围而言, 买卖双方协商达成一致的书面声明同样适用。
- Verbal subsidiary agreements do not exist. Agreements, particularly between the representatives of the Seller, deviating from the conditions of the Seller in individual cases, are only binding with the confirmation by the Seller in text form.
口头附加协议无效。在个别情况下与卖方授权代表之间达成的附加协议, 必须由卖方正式书面确认后方具有约束力。

II. Offer and conclusion of the contract

二、 报价及签订合同

- Offers of the Seller are always without engagement, i.e. they merely constitute a request to the Buyer to give a legally binding offer. Contracts, even those at trade fairs or through agents of the Seller, only are entered in accordance with the written confirmation of order of the Seller and its receipt by the Buyer. Advertising documents and brochures of the Seller are not binding, and, in particular, are subject to modifications and errors. 卖方的报价单不具有约束力, 只作为向买方提供的具有效率的报价函。合同, 无论是直接贸易合作还是通过卖方代理签署的, 只有在卖方完成书面订单确认以及买方接受后予以成立。卖方提供的广告宣传文件和产品目录不具有约束力。
- The Seller reserves the title and copyright for figures, drawings and calculations as well as for other documents. This also applies to those written documents, which are referred to as confidential. Prior to its transfer to a third person, the Buyer has to obtain the written confirmation of the Seller and the documents have to be returned upon request to the Seller.
卖方保留图形、图纸、计算及其他文件的所有权和版权, 同样适用于书面的保密文件。买方在将其转让给第三方之前, 必须获得卖方的书面确认, 而且需按卖方要求进行归还。
- The configuration of the subject of the contract is exclusively described in the offers, confirmation of orders and the corresponding documents of the Seller.
合同的内容在报价、订单确认书及卖方相应的文件中进行了单独说明。
- As far as guarantees are given by the Seller, this needs to be done expressly and in written form, and they shall not constitute guarantees, but independent guarantee promises.
卖方作出保证需以书面形式予以明确, 不构成担保, 但将形成独立的保证承诺。

III. Deliveries and terms of delivery

三、 交货及交货条件

- The Seller cannot be held responsible for delays if the Buyer does not or not in time fulfill its obligations to cooperate, particularly taking care of magisterial authorizations, implementation plans, documents for specification of the subject of the contract, clarification of all technical details, payment securities and down payments. If these obligations are not fulfilled in time, the delivery times will be extended accordingly plus an adequate starting time, unless the Seller is responsible for the delay.
如果买方不能或未能及时履行合作义务, 尤其是在权威授权, 实施计划, 合同的规范文件, 所有技术细节的澄清, 付款保证及预付款等方面, 卖方对因此造成的延误不负责。
- If, after conclusion of the contract, there are any indications that the ability of the Buyer is endangered, e.g. default of payment, suspension of payment, request for insolvency proceedings, chattel mortgage of current assets, unfavorable information of banking establishments, credit institutions or credit insurers, the Seller is entitled to suspend his services and to cancel the contract and/or to claim damages after an unsuccessful appointment of a date for providing security in the form of directly enforceable bank guarantee or advance payment. The appointment of a date is not applicable if the endangerment of the ability is obvious.
如果在签订合同后, 发现有任何危及买方履约的迹象, 例如出现付款拖欠, 暂停付款, 申请破产程序, 流动资产的动产抵押, 银行、信贷机构或信用保险公司的不良信息, 卖方有权暂停服务, 同时未能在确定的日

- 期內提供直接履行的银行担保或预付款, 卖方有权取消合同并/或要求索赔。如果有明显的无法履约的表现, 即使有指定日期, 同样不适用。
- Binding delivery dates have to be agreed upon always in written form. In case of separable deliveries the Seller is entitled to partial delivery subject to prior written information. Early deliveries are allowed with the agreement of the Buyer.
有约束力的交货日期必须以书面形式进行约定。如果可以分期交货, 卖方有权根据之前的书面资料进行分期交货, 经买方同意后也可提前交货。
- In the case of call orders, an adequate delivery date is deemed to be agreed, which is at least six weeks from the date of the call order. In case manufacturing or acceptance dates are not agreed, the Seller may ask for a binding fixing of it at the latest three (3) months after confirmation of order. If the Buyer does not comply with such request within two (2) weeks after posting a written notice concerning this matter, the Seller is entitled to set an additional respite of one week and after unsuccessful expiration of that period the Seller is entitled to claim damages and/or to cancel the part of the contract which has not been fulfilled. The same applies when, after expiry of the delivery date, the subject of the contract or parts thereof have not been accepted or have not been delivered due to a default of the Buyer.
对于电话订单, 需协商确定合适的交货日期, 一般为收到电话订单日起至少六周。如果制造或验收日期无法达成一致, 卖方可要求一个具有约束力的日期, 通常为订单确认后三个月内。如果在提出此要求的书面通知的二周内, 买方仍未执行, 卖方可再延迟一周, 如果该延缓期限已到期但仍未达成一致, 卖方有权提出赔偿或取消未履行的合同部分。该条款同样适用于因买方违约所造成的交货截止日后仍无法履约或发货的情况。
- Delays, arising out of acceptance delays of the performed work at the agreed date on Buyer's side have to be notified in writing to the Seller at least one week before the agreed date. In case the Buyer defaults acceptance or culpably breaches other duties of co-operation, the Seller shall be entitled to claim for damages caused thereby, including potential additional costs. Further claims or rights shall remain reserved.
因买方原因造成的无法在约定的时间内进行的完工验收, 应在约定日期到期至少一周前以书面形式通知卖方。如果买方取消验收, 或违反其他合作义务, 卖方有权要求赔偿, 包括潜在的额外费用, 并保留进一步索赔或追责的权利。
- As far as circumstances, not caused by the Seller, complicate, delay or make the fulfillment of accepted orders impossible (Force Majeure), the Seller is entitled to postpone the delivery, the partial delivery or the outstanding delivery for a period equal to the period of the obstruction or to cancel fully or partly the contract without a claim for damages by the Buyer. Force Majeure includes particularly e.g. magisterial intervention, refusal of necessary export approvals, war, revolt, terrorism, governmental acts, business disruption, strikes, lock out, epidemics, interruption of work due to political or economic affairs, shortage of essential raw or working materials, shortage in materials, difficulties with the energy supply, transport delay due to traffic congestion, power failure, acts of god or an inevitable event which affect the Seller, his subcontractors or foreign companies, of which the operations of the plant of the Seller is depending on. The antecedent is also valid if such events occur at a moment at which the Seller is in default. The Seller shall have the same rights if goods required for the order are not available, as the Seller has not been delivered by their subcontractors, although the Seller has concluded a matching cover transaction and the Seller is not otherwise guilty on this. The Seller shall be obligated to inform the Buyer when one of the above-mentioned circumstances occurs, and, in case of withdrawal, to reimburse without delay any considerations already made by the Buyer.
出现非卖方原因造成的、使订单操作复杂化、延迟或导致订单不可能执行的情况(不可抗力)时, 卖方有权延期交货、分期交货或交货时间顺延, 顺延时间与受妨碍时间相同, 或者卖方可完全或部分解除合同, 无需向买方赔偿损失。不可抗力具体包括权威干预、出口审批驳回、战争、叛乱、恐怖行动、政府行为、业务中断、罢工、停业、疫情、政治或经济原因导致的失业、缺乏基本的原材料或生产资料、材料短缺、能源供应困难、交通拥挤导致的运输延误、停电、天灾或不可避免的事件, 这些均会影响卖方、以及与卖方工厂运作息息相关的分包商或外国公司。同样适用于如果卖方正处于违约状态而发生这些事件。如若由于卖方的分包商未能发货给卖方而导致不能获得订单要求的货物, 虽然卖方已达成一笔与该货物相匹配的交易, 但卖方享有同样的权利, 而不构成违约。当上述任何情况发生后, 卖方应负责通知买方, 如果取消订单, 应立即偿还买方已支付的所有费用。
- The Buyer can only set an additional respite for delivery, if the agreed delivery date has been exceeded by more than two (2) weeks. This additional respite has to be adequate and last at least three (3) weeks. After unsuccessful expiry of the additional respite the Buyer is entitled to cancel the contract. Any claim for damages against the Seller due to breach of duty shall only exist in accordance with the provisions under fig. IX.
只有当约定交货日期超过二(2)周后, 买方才能要求设定新的暂缓交货时间。该暂缓交货时间必须充足, 且至少持续三(3)周。如果该暂缓交货期限到期而仍未交货, 买方有权取消合同。因违约而向卖方提出的任何损失赔偿仅限于条款九规定的损害赔偿赔偿责任。

IV. Prices and payment terms

四、 价格和付款条款

1. Unless otherwise agreed the prices for delivery are ex works (INCOTERMS 2020), exclusive packaging, shipping costs and all taxes, duties or levies payable under the applicable law. The Buyer is obligated to pay or reimburse the taxes, duties or levies that are imposed on the Seller or his subcontractors.

除另行约定外，交货价格为EXW即出厂价（国际贸易条款2020），不包含包装费，运输费，所有的关税及其他法定费用。买方应支付卖方及其经销商为其所支付的关税及其他相关费用。

2. The Seller shall be entitled to unilaterally increase prices accordingly in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these directly or indirectly influence the goods production or procurement costs or costs of the contractually agreed services and if there are more than four months between the conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase in any or all of the aforementioned factors is offset by a cost reduction in other of the aforementioned factors with respect to the total cost impact for the delivery. If the new price is 20% or more higher than the original price due to the aforementioned right of price adjustment, the Buyer shall be entitled to withdraw from contracts that have not yet been fully performed. However, the Buyer may assert this right only immediately after notification of the increased price.

如果由于环境法规和/或货币汇率法规和/或关税变化导致材料生产和/或原材料和/或产品采购成本、工资和工资附加成本、社会保险以及能源成本的增加，直接或间接影响生产成本或采购成本或合同约定服务的成本，并且合同签订和发货的时间相隔超过四个月，卖方有权单方面提高相应的合同价格。如果上述任何或所有因素的成本增加被上述其他因素相对于交付总成本的成本降低所抵消，则不包含在内。如果由于上述价格调整权，新价格比原价格高出20%或以上，买方有权退出尚未完全履行的合同。然而，买方只有在收到正式通知价格上涨后方可主张这项权利。

3. Unless otherwise agreed, invoices shall be paid due net in the agreed currency within 14 days from date of invoice. The legal regulations regarding the consequences of default in payment shall be applicable. In case of default in payment by the Buyer, the Seller shall be entitled to stop contractual services until the Buyer has settled the liabilities payable.

除另行约定外，应在开票之日起14天内，以约定的货币支付全部货款，且适用所有关于拖欠货款的法律法规。因买方拖延付款，卖方有权在买方付清货款前，停止合同约定的服务。

4. Partial deliveries are charged at once and each of them are payable separately, irrespective of the completion of the total delivery.

分批交货，分批开票，分期付款，不受全部交货的影响。

5. The Buyer only is entitled to charge up against the Seller, if the counterclaims are legally stated, undisputed or acknowledged by the Seller. Furthermore the Buyer is entitled to exercise a lien insofar as the counterclaim is based upon the same contractual relationship.

仅当卖方依法声明、无异议或认可反诉，买方才有权起诉卖方。此外，只要该反诉以同一合同关系为基础，买方有权行使留置权。

V. Retention of title

五、所有权保留

1. The goods remain property of the Seller until all claims against the Buyer out of the business relationship have been fulfilled. With the conclusion of the contract the Buyer authorizes the Seller, on Buyer's expense, to enter or announce the retention of title in the required form and in accordance with applicable national rules in public registers, books or similar documents. The Buyer is obliged to give the Seller any assistance to enable him to take all necessary measures to protect its property. If the Buyer acts contrary to contract, particularly in case of payment delay, the Seller is entitled to take back the goods. The Buyer is obliged to surrender. By taking back the goods the Seller does not cancel the contract, unless the Seller would have made expressly a written declaration thereof. The distress of the goods by the Seller always means a cancellation of the contract. After taking back the goods the Seller is entitled for resale. The revenue is to be deducted from the liabilities – less adequate handling charges – of the Buyer.

与买方除业务关系以外的所有索赔完成之前，卖方保留货物的所有权。签订合同时，依据相关国家条例，买方授权卖方在规定的表格、公共登记簿、书籍或相关文件里输入或声明所有权，由买方承担费用。买方有义务全力协助卖方，使其采取一切必要的措施保护其财产。如若买方有违反合同的行为，特别是付款延迟时，卖方有权收回货物。买方必须交出货物。收回货物后，卖方并未取消合同，除非卖方以书面形式明确声明。卖方扣押货物，通常意味着取消合同。收回货物后，卖方有权转售。收益从买方欠债中扣除——并收取少量手续费。

2. The Buyer is obligated to take care of the goods; particularly, he is obligated to insure them sufficiently amounting to the replacement value at his own expense against water damages, fire losses and damages due to theft. Provided that maintenance and inspection operations are necessary, the Buyer has to carry them out in time and at its own expense. A fundamental relocation of the goods requires the prior written consent of the Seller.

买方有保管货物的义务，尤其有义务承保因水灾，火灾及盗窃而造成的需要替换的货物费用。买方应对货物进行必要的，及时的维护及检测，并支付相应的费用。对于物品的重要搬动需提前书面通知卖方。

3. The Buyer is entitled to resell the goods in a regular course of business; the Buyer transfers to the Seller all claims amounting to the grand total of the invoice (including VAT), which arise from the resale against third parties, irrespective of whether the goods have been resold without or with modifications. The authorization for collection of receivables also exists after assignment. The Seller's authority to collect the claim by himself will remain unaffected thereof. But the Seller commits not to

collect the claims if the Buyer fulfills its payment obligations with the collected sales revenues, the Buyer does not fall behind with payment and particularly, there is no request for insolvency, composition or bankruptcy proceedings or suspension of payment. In these cases, the Seller is entitled to request that the Buyer discloses the conveyed claims and whose debtors, gives all necessary information for collection, hands out all corresponding documents and notifies the assignment to the debtors (third parties).

正常业务过程中，买方有权转售货物；转售的货物无论改装与否，买方针对第三方的转售产生的、所有等同于发票总额（包括增值税）的债权转交给卖方。移交后，即授权收取应收款项。卖方自行收取索赔费用的权限将不受影响。但是，如果买方用销售收入履行了付款义务、不拖欠付款、特别是未申请倒闭、清偿或破产程序或暂停付款，卖方承诺不会收取索赔费用。在这种情况下，卖方有权要求买方披露转让的债权和其债务人、给出收款所必需的所有资料、分发所有相应的文件并向债务人（第三方）通知该转让。

4. The processing or transformation of the goods always is carried out on behalf of the Seller. If the goods are processed with items, which are not owned by the Seller, he will acquire a co ownership share concerning the new item proportional to the value of the goods (invoiced final amount, including VAT) to the other processed item at the date of processing. This also applies for items resulting due to processing of the goods.

对货物的加工或改造总是以卖方的名义执行。如果货物与非卖方的物品一起加工，他将获得与新物品相关的共有权份额，与货物价值（最终发票金额，含增值税）和加工当日另一个加工物品的比例相当。上述规定同样适用于货物加工后的物品。

5. If, in the case of deliveries abroad, certain additional measures and/or declarations beyond the agreement on the retention of title are required on the part of the Buyer in the importing country in order for the aforementioned retention of title or the other rights of the Seller designated therein to become effective, the Buyer shall notify the Seller thereof in text form and shall carry out or submit such measures and/or declarations without undue delay at its own expense. The Seller shall cooperate in this to the necessary extent. If the law of the importing country does not permit a reservation of title, but allows the Seller to reserve other rights to the delivery item, the Seller may exercise all rights of this kind. To the extent that an equivalent security of the Seller's claims against the Buyer is not achieved thereby, the Buyer shall be obliged to promptly procure for the Seller, at the Seller's expense, other suitable securities in the delivered goods or other securities at the Seller's reasonable discretion. The Buyer's right to judicial review and correction of the Seller's equity decision shall remain unaffected.

如果货物发去国外的情况下，买方需要在进口国采取某些额外措施和/或声明，以便上述所有权保留或合同中指定的卖方的其他权利生效，买方应以文本形式通知卖方，并应立即自费实施或执行此些措施和/或声明。卖方应在必要的范围内予以配合。如果进口国的法律不允许所有权保留，但允许卖方保留对交付货物的其他权利，卖方可以行使这类权利。如果卖方对买方的索赔未能获得等价担保，买方有义务立即为卖方获得交付货物的其他适当担保或卖方合理指定的其他担保，费用由卖方承担。买方申请司法审查和纠正的权利，将不受卖方提出上述权益主张的影响。

VI. Passing of the risk

六、风险转移

1. The shipment of the goods is carried out by the Seller ex works (INCOTERMS 2020) at the risk of the Buyer. The same applies if the freight and other costs are at the expense of the Seller. The goods are insured by the Seller against transport damages only at the expressly written instruction and on account of the Buyer.

货物装运按EXW即卖方工厂交货价（国际贸易条款2020），由买方承担风险。即使运费和其他费用由卖方承担，该原则同样适用。卖方只有根据明确的书面说明和买方要求，才对货物投运输损害险。

2. If pickup is agreed at the responsibility of the Buyer and not carried out within eight (8) days after the agreed date, the shipment will be carried out by the Seller for account of the Buyer using a type of shipment which seems to be economical to the Seller.

如果约定由买方负责提货，但在约定日期后的八（8）天内，买方未提货，卖方将以买方付款的方式，安排较为经济的装运方式运输至买方。

3. The risk passes with the handover of the customarily packaged goods to the Buyer, the first freight carrier or the forwarding agent. This also applies for separate partial deliveries and if the Seller has borne the forwarding charges.

风险通常在包装货物交接后，转移给买方，第一承运人或货运代理，且同样适用于分批交货或由卖方承担运输费用的货物。

4. If the shipment is delayed by request of the Buyer or in case of default of acceptance, the risk will pass with notice of readiness for shipment. In this case the storage of the goods is on behalf and at the expense of the Buyer.

如果应买方的要求延迟装运，或默认验收通过，在发出装运通知的声明后，风险即转移。在此情况下，由买方负责货物的储存及相关费用。

5. Transport packaging, selling packaging, re-packaging and any other packaging according to the regulations about packaging will not be taken back, excepting pallets. The Buyer shall be obligated to arrange the disposal of the packaging at its own expense.

除托盘外，根据包装规定所使用的运输包装，销售包装，重复包装的材料无需退回。买方应自行负责处理这些包装材料的费用。

VII. Cooperation Obligations

七、合作义务

1. The Buyer is obligated to make available to the Seller all information, documents, data, specifications and materials pertaining to the order which are necessary for the successful realization of the

hardware/software specifications. Furthermore, the Buyer is obligated to provide a suitable environment for the correct functionality of the hardware/software to be installed; this includes a suitable climate controlled indoor environment, a suitable electric power/compressed air supply and ventilation system, a proper environment for the software.

买方有义务让卖方得到与订单相关的所有信息、文件、数据、特殊要求及材料，这些是顺利完成硬件/软件及空白识别文件的必要条件。此外，买方有义务为要安装的硬件/软件提供一个合适的环境，包括适宜的室内温度控制足够的电力，压缩空气以及通风系统的准备且提供一个适合存放软件及空白识别文件的环境。

- The Buyer is obligated to provide a Personal Computer with access to the internet and a telephone landline for the Seller's personnel performing installation, training and any subsequent service/maintenance/upgrades intervention within the scope of the warranty. If the Buyer does not purchase the hardware necessary to run the software supplied/sold by the Seller, the Buyer must provide the necessary hardware, free of charge, for the installation of the software. The Buyer is responsible for ensuring, that the hardware meets the requirements set forth and provided by the Seller for the installation of the hardware/software. The Buyer must appoint a contact person, who will be responsible for the project management at the Buyer's site. Software updates provided by the Seller must be installed by the Buyer without delay. The Buyer is also responsible for adequate backup of data.

买方需为卖方人员进行安装、培训以及保修范围内的后续服务/维护/升级操作提供一台能接入互联网的电脑以及一部固定电话。如果买方没有向卖方采购所提供/出售的软件必需的硬件，买方必须免费提供所有必要的硬件，以便卖方进行软件安装。买方必须确保提供的硬件满足卖方对所卖硬件/软件安装的要求。买方需指定一个联系人，负责买方现场的项目管理。如卖方提供的软件更新，买方需立即安装。买方需对数据进行完整的备份。

- The usage of the hardware/software shall be performed by the operators of the Buyer. The Buyer is responsible for the qualification and the quantity of his operators for the use of the purchased goods. 硬件/软件及空白识别文件/消耗品的使用应由买方操作人员操作。买方应负责所购买商品操作人员的数量及技术水平。
- The Buyer is responsible for suitable quality assurance during production usage of the purchased good including but not limited to input control of utilized blank ID documents/consumables prior to usage of the purchased good and output control of produced material after usage of the purchased good.

买方对所购物品的生产及使用按适当的质量管理进行，包括但不限于空白识别文件/消耗品使用之前的输入控制，以及使用之后的输出控制。

VIII. Liability for defects

八、 缺陷责任

- The Buyer has to inspect immediately the goods and to give immediately notice in text form to the Seller of any visible defects, particularly obvious ones. This obligation to give notice also applies if defects become visible at a later time. Giving notice shall be regarded as immediately if it is performed within two weeks, with the timely sending of the notice being sufficient for fulfilling the time limit. If the Buyer fails to notify the Seller in due time in writing, the goods shall be considered accepted in relation to these defects. Any liability due to fraudulent conduct shall remain unaffected.
买方收到货物后应立即对货物进行检查，对任何可见缺陷，尤其是明显的缺陷，需立即以书面形式通知卖方。该通知义务同样适用于后来发现的其他缺陷。在两周之内发出通知，均视为“立即”通知。如若买方未以书面形式按时通知卖方，则视为货物已被买方认可。因商业欺诈行为产生的责任不受影响。
- If the goods have defects, the Buyer will be entitled to choose supplementary performance in the form of a removal of defects or delivery of an object free of defects. Replaced, defective parts shall be returned to the Seller and become the property of the Seller. The Seller is entitled to refuse the manner of the chosen supplementary performance, if it only is possible with disproportional costs. Place of performance is the place of the delivering factory in each case. For removal of defects it is to give reasonable time and opportunity to the Seller. The Buyer has to grant to the Seller access to the defective goods, including the disassembly and assembly, without cost to the Seller.
如果货物存在缺陷，买方有权要求卖方消除缺陷或者由卖方另外提供无缺陷免费产品。被替换的缺陷部件应退还给卖方，如果买方选择的替代货物比高于原货物成本，卖方有权拒绝买方。任何情况下，履行地点均为发货工厂。买方应给予卖方合理的时间和机会以消除缺陷。买方需授权卖方拆卸或组装有缺陷产品，卖方无需承担费用。
- If the supplementary performance fails despite a repeated attempt, the Buyer will be entitled at its choice to require cancellation or reduction of the purchase price. The cancellation is excluded if the breach of duty by the Seller is insignificant.
如果尽管进行了反复的尝试，货物缺陷仍未消除，买方将有权选择要求取消合同或降低购买价格。除卖方有严重的违约责任，买方不得解除合同。
- The limitation period for claims due to defects is twelve (12) months, beginning from the delivery of the goods.
缺陷索赔的有效期限为自交货之日起十二（12）个月。
- Operational life times for wear parts, such as cutting punches, stencils, milling cutters, bearings, consumables, metering devices and needles, contact equipment, etc. are binding only when they have been assured in writing. The Seller shall not be liable for defects caused by parts not supplied and delivered by him, modifications made without the written consent of the Seller, excessive strain, improper tools and material, faulty or negligent treatment, repairs carried out by the Buyer or third party in an

inappropriate manner or for normal wear (especially wear & tear).

易损件，如剪切冲头、模板、铣刀、轴承、消耗品、计量装置和指针、接触件等，其使用期限只有以书面形式被确定下来后，才具法律约束力。由于非卖方提供和交付的部件、无卖方书面许可而进行的修改、过度的张力、不当的工具和材料、错误或马虎的操作处理、买方或第三方以不当方式进行的维修或正常磨损（尤其是自然磨损）等造成的缺陷，卖方不承担责任。

IX. Liability for damages

九、 损害赔偿责任

- For damages to life, body and health, and in case of willful intent or gross negligence, the Seller shall be liable in accordance with statutory provisions.
出现生命、身体和健康伤害，以及蓄意或重大过失，卖方应根据法定条款承担责任。
- For damages based on breach of fundamental contractual obligations due to slight negligence, the Seller shall be liable according to statutory provisions, but limited to the amount of the contractually typical damage foreseeable when the contract was concluded. Fundamental contractual duties are the fundamental obligations resulting from the contract, whose fulfillment allows the contract to be properly executed, whose infringement endangers the fulfillment of the purpose of the contract, and on the compliance of which the Buyer regularly relies and may rely. Claims for damages resulting from a breach of non-essential contractual duties in case of slight negligence shall be excluded.
因轻微过失而违反基本的合同义务造成的损害，卖方应根据法定条款承担责任，但仅限于签订合同时，合同规定的可预见的损失额。基本的合同责任指买方信任并依赖的合同规定的基本义务，能让合同合理执行，违反基本义务则不利于合同实施。损害赔偿不包括因轻微过失违反非基本的合同责任的情况。
- The Seller shall not be liable for indirect damages (consequential damages) such as loss of production, loss of profit, recall costs, etc. 卖方不对间接损害（相应损害）负责，如生产损失、利润损失、召回成本等。
- An extended liability for compensation as provided in this fig. IX is excluded, regardless of the character of the asserted claim. This is also valid to personal liability for damages of appointees, employees, assistants, agents and servants of the Seller.
无论主张的索赔是什么性质，条款八规定的赔偿扩展责任不包括在内。该规定对卖方的被任命人、雇员、助理、代理及服务人员的个人赔偿损失责任同样有效。
- As far as the UN Convention on Contracts for the International Sale of Goods (CISG) is applicable, the Seller shall be liable for damages only when being guilty in this respect.
只要联合国国际货物销售合同公约（CISG）适用，只有当卖方违反了公约条款，才应承担损害赔偿责任。

X. Intellectual property rights

十、 知识产权

- The intellectual property rights concerning drafts, drawings, software, products, articles, equipment and any other new designed or developed items created by the Seller or by third parties instructed by the Seller, belong to the Seller, even if the Buyer has borne the expenses for this purpose.
卖方或由卖方指定的第三方制作的草案、图纸、软件、产品、商品、设备及任何其他新设计或新研发的物品，即便买方已因此承担了费用，其知识产权归卖方所有。
- The Buyer may use the provided drawings and plans from the Seller only for the intended purpose. The Buyer is not entitled to use the drawings and plans for any other purpose, particularly not for the reproduction of the supplies or parts of the supplies.
买方只能将卖方提供的图纸和方案用于既定的用途。买方无权将图纸及方案用作任何其他用途，尤其不得进行完全或部分复制生产。
- The Seller shall hold harmless, protect and indemnify the Buyer against any and all claims, costs, expenses or liability directly arising out of the alleged infringement or infringement of patent, copyright, trade secret rights in the Buyers' country and as a consequence of the use by the Buyer of the purchased goods in accordance with their technical specifications provided that the Buyer shall promptly notify the Seller in text form of any claim, that no claim may be made after a period of three (3) years from the date of delivery of the purchased goods giving rise to the claim, that the Buyer shall provide all information and give the Seller the opportunity to defend and settle under the responsibility of the Seller any lawsuit in this respect and that the Buyer itself shall refrain from making any admission, declaration or arrangement with the third party raising such claims. The Seller however is not liable for the infringement of intellectual property rights and other rights or patents, resulting from the Buyer's use of the goods against the instructions of the Seller. The same applies for infringements, which arise from process steps, used blank ID documents, unauthorized hardware/software modifications by the Buyer, the manufacture of end products outside the scope of intended purpose of goods as deemed appropriate/reasonable by the Seller and, but not exclusive, any type of criminal and/or illegal enterprise.
卖方应保护并保障买方无需承担任何因涉嫌侵犯或侵犯买方所在国家的专利，版权，交易秘密权利而导致的索赔、费用、开支或赔偿责任。若买方购买了按照双方确认的技术规格生产的货物后产生了任何索赔的，买方应及时书面通知卖方，买方于货物交付之日起3年后提出前述索赔、费用、开支或赔偿责任并要求卖方承担责任的，卖方有权拒绝。买方承诺将提供所有信息并给予卖方在卖方的责任范围内进行辩护和解决此类诉讼的机会，且买方不得自行对第三方提出的此类索赔作出任何承诺、声明和安排。如果由于买方未按照卖方使用说明使用购买物品，而侵犯了知识产权及其他专利权的，卖方不承担责任。这也适用于由于工序、空白识别文件的使用、买方未经授权对硬件/软件进行修改、没有按照卖方认为适当/合理的

使用而生产的最终产品、包括但不限于任何类型的犯罪及/或非法企业造成的侵权，卖方同样不承担责任。

XI. Export Control

十一、出口控制

1. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Republic of Belarus any goods supplied under or in connection with the contractual relationship that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g und 8ga of Council Regulation (EU) No 765/2006.

买方与卖方的合同货物或与之相关的货物，如属于理事会条例（欧盟）833/2014号第12g条和理事会条例（欧盟）765/2006号第8g和8ga条规定范围内的货物，则买方不得直接或间接向俄罗斯联邦或白俄罗斯出售、出口或再出口，或在俄罗斯联邦或白俄罗斯使用该货物。

2. The Buyer shall undertake its best efforts to ensure that the purpose of paragraph 1 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上述1条款的目的不会受到商业链下游任何第三方的阻挠，包括可能的经销商。

3. Any violation of paragraphs 1 or 2 shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement.

任何违反上述1或2条款的行为均构成本协议基本要素的重大违约，卖方有权寻求适当的补救措施，包括但不限于终止本协议。

4. The Buyer shall immediately inform the Seller about any problems in applying paragraphs 1 or 2, including any relevant activities by third parties that could frustrate the purpose of paragraph 1. The Buyer shall make available to the Seller information concerning compliance with the obligations under paragraph 1 or 2 within two weeks of the simple request of such information.

买方应立即通知卖方在适用上述1或2条款时出现的任何问题，包括第三方可能阻挠上述1条款目的的任何相关活动。买方应在收到此类信息后两周内，有责任向卖方提供有关遵守上述1或2条款的信息。

5. The legally binding conclusion of the Contract and Seller's obligation to fulfil the Contract is subject to the proviso that neither the conclusion nor the fulfillment is prevented by any impediment arising out of applicable national or international foreign trade and customs requirements or embargoes (or other sanctions).

本合同具有法律约束力及卖方履行本合同的义务须在遵守出口限制性条款下，即遵守国际对外贸易规定所颁布的贸易禁止令（或其他制裁）。

6. The Buyer and the Seller must provide all information and documents necessary for the delivery (e.g. export, intra-community transfer, transfer (in-country), transit, import) and/or required by any competent authority or other state institution.

买方和卖方必须提供交付所需的所有信息和文件（例如出口相关，国内转运，国际转运，过境，进口相关等）和政府或其他管理机构所要求的其他所有信息和文件。

7. Delays due to export control inspections or official approval procedures shall invalidate deadlines and delivery times.

如因出口控制查验或政府批准程序而造成延误，则最晚交货期限失效。

8. If the termination of the Contract is necessary to comply with national and international laws, the Seller is entitled to terminate the Contract without notice.

如果为了遵守国内和国际法律而必须终止合同，卖方有权在不另行通知的情况下终止合同。

9. The Buyer shall not be entitled to claim damages or other rights for the non-conclusion of this Agreement or for any non-fulfillment or delayed fulfillment resulting from one of the above-mentioned impediments. In the event of termination, the claim for damages or other rights by the Buyer due to termination shall be excluded.

买方无权因未签订本合同或上述任何出口控制条款之一而导致的未履行或延迟履行要求损害赔偿或其他权利。卖方不承担任何买方因此情况终止合同而提出的损害赔偿或其他权利的索赔。

XII. Additional clauses

十二、补充条款

1. The use and the collecting of personal data will be handled in compliance with the applicable data protection laws. The Seller reserves the right to use the Buyer's personal data, which the Seller has received due to the contractual negotiations or execution of the contract, for advertising purposes of the Muehlbauer Group, for example sending an email newsletter. The Buyer may object to this use for advertising purposes at any time by notice to the Seller.

买方资料的使用和收集，应按照适用的数据保护法律进行。卖方保留使用买方资料的权利，这些资料是由于双方合同谈判或履行合同时获得的，卖方会出于纽约集团广告目的向买方发送例如新的产品信息等电子邮件。买方可在任何时候通知卖方反对将此信息用于接收广告。

2. China law shall be applicable.

中国法律应适用。

3. The assignment of claims against the Seller to which the Buyer is entitled due to the business relation, shall be excluded.

由于业务关系，买方享有的对卖方损害赔偿权的转让应排除在外。

4. Unless otherwise stipulated in the order confirmation of the Seller, place of performance is the business location of the Seller.

除卖方订单确认书中另行规定，履行地点应为卖方的营业地点。

5. Any of the contractual disputes, which arise directly or indirectly, shall be submitted for arbitration to Wuxi Arbitration Commission in accordance with its arbitration rules and procedures in effect at the time

of the arbitration, and the arbitration rules shall be final and binding upon both parties. The arbitration fee shall be borne by the losing party unless otherwise is determined

直接或间接产生的任何合同纠纷应提交至无锡仲裁委员会按仲裁发生时其现行有效的仲裁规则和程序进行仲裁。作出的仲裁裁决为终局裁决，对双方均有约束力。仲裁费用除非另有决定，由败诉一方负担。

6. If one of the preceding conditions is ineffective, the effectiveness of the regulations about acceptance and these terms and conditions for the rest will remain unaffected thereof. Any clauses, becoming ineffective, will be replaced by new clauses, which achieve the equal economic success. As far as clauses have not become an integral part of this terms and conditions, the subject matter of contract insofar acts in accordance with the legal regulations.

如果前述任何一条条款失效，验收规定和其他条款的效力不受影响。任何无效条款将被新条款代替，新条款享有同等效力。如果条款还未成为上述条款和条件的组成部分，合同标的将遵循法律规定。