

A. General section 一般条款:

Terms and conditions applicable to all legal relationships between 适用于以下双方之间所有法律关系的条款和条件

The Seller and the Customer 卖方和客户

- I. General 概述
- II. Time of delivery/performance, delays in delivery/performance 交付/履约时间、交付/履约延误
- III. Shipping terms, payment terms, prices 运输条款、付款条款、价格
- IV. Retention of title 保留所有权
- V. Claims due to defects ("Warranty") 缺陷索赔 ("保修")
- VI. Liability for damages 损害赔偿责任
- VII. Warranty period, other limitation periods 保修期、其他时效期限
- VIII. Data privacy 数据隐私
- IX. Miscellaneous 杂项

B. Special section 特殊条款:

Terms and conditions that apply to specific deliveries and services in addition to the General Section 除一般条款外, 适用于特定交付和服务的条款和条件

- X. General provisions for assembly and repairs 装配和维修的一般规定
- XI. General provisions for software 软件的一般规定
- XII. General provisions for remote services. 远程服务的一般规定

A. General section 一般条款:

Terms and conditions applicable to all legal relationships between 适用于以下双方之间所有法律关系的条款和条件

The Seller and the Customer 卖方和客户

I. General 概述

- 1. The following terms and conditions shall form the basis of all deliveries and services provided by the Seller to the Customer shall be deemed an integral part of the contract concluded between the Seller and the Customer. The Customer's own terms and conditions shall not become part of the contract even if the Seller does not expressly object to them when accepting the order.

以下条款和条件应构成卖方向客户提供的所有交付和服务的基础, 应被视为卖方和客户之间所签订合同的组成部分。即使卖方在接受订单时未明确表示反对, 客户自己的条款和条件也不应成为合同的组成部分。

- 2. The Seller reserves the property rights and copyrights to illustrations, offers, drawings and other documents; they may only be made accessible to third parties in agreement with us. The Seller reserves the right to take legal action in the event of infringement. Drawings and other documents belonging to offers shall be returned upon request and in any case if the order is not placed with us. If the Customer violates this obligation, it shall pay a compensation unless it is not responsible for the breach of duty. The Seller reserves the right to assert further claims for damages.

卖方保留插图、报价、图纸和其他文件的产权和版权; 只有在与我方达成一致的情况下, 第三方才能访问这些文件。 卖方保留对侵权行为采取法律行为的权利。在任何情况下, 如果未向我方下订单, 报价阶段出示给客户的图纸和其他文件应根据要求予以退还。如果客户违反了这一义务, 则应支付赔偿金, 除非客户对违反义务的行为不承担责任。卖方保留进一步索赔的权利。

- 3. Unless otherwise stipulated in individual agreements between the Customer and the Seller, for special applications or linked machine projects, the Customer is obliged to provide us with the information required for the processing of the order, such as the type, quality, condition and dimensions of the material (average and outliers), the intended production and performance, intended integration into

mechanization and production systems, intended power source as well as safety and functional elements, etc. The Customer is also obliged to provide us with the information required for the processing of the order. The Customer is also obliged to provide sufficient test material, power, raw materials, auxiliary materials, utilities (compressed air, power and dust extraction) and other operating materials free of charge until completion of commissioning, if commissioning is included in the agreement.

除非客户与卖方之间的单独协议另有规定, 否则对于一些特殊应用或联机项目, 客户有义务向卖方提供处理订单所需的信息, 如木材的类型、质量、状况和尺寸(平均值和异常值), 预期的生产和性能, 预期与机械化和生产系统的整合, 预期的动力源以及安全和功能要素等。客户还有义务向我们提供处理订单所需的信息。客户还有义务免费提供足够的试验材料、电力、原材料、辅助材料、设施(压缩空气、电力和除尘)和其他操作材料, 直至调试完成, 如果协议中包含调试。

- 4. Insofar as the Seller has delivered items in accordance with drawings, models, samples or other documents provided by the Customer, the Customer shall guarantee that the industrial property rights of third parties are not infringed. If third parties prohibit us from manufacturing and supplying such items in particular by referring to property rights, The Seller shall be entitled - without being obliged to examine the legal situation - to cease any further activity in this respect and to claim damages. The Customer also undertakes to indemnify us immediately against all claims of third parties in connection with the documents handed over by him.

只要卖方根据客户提供的图纸、模型、样品或其他文件交付了物品, 客户应保证第三方的工业产权不受侵犯。如果第三方特别以产权为由禁止我们制造和供应此类物品, 则卖方有权(无需审查法律状况)停止这方面的任何进一步活动并要求损害赔偿。客户还应承诺立即赔偿我方因其移交的文件而遭受的所有第三方索赔。

- 5. The Seller shall be entitled to make technical changes to the contractual object at any time insofar as they serve to improve the product.

卖方有权随时对合同标的物进行技术变更, 只要这些变更有助于改进产品。

- 6. The import, export or other transfer of the delivery item or individual components may be subject to a permit requirement under certain conditions. Unless otherwise agreed, the Customer is responsible for obtaining the necessary official permits in a timely manner.

在某些情况下, 货物或个别部件的进口、出口或其他转让可能需要获得许可。除非另有约定, 客户有责任及时获得必要的官方许可。

II. Time of delivery / performance, obstacles to performance 交货/履约时间, 履约障碍

- 1. The delivery/performance time results from the agreements between The Seller and the Customer. It shall only be binding as a fixed date if this has been expressly agreed and confirmed in writing. The Seller's compliance therewith shall be subject to the condition that all commercial and technical details of the contract have been conclusively clarified between the contracting parties at the time of the order and that the Customer has fulfilled all obligations incumbent upon him, such as special acts of cooperation, provision of materials or down payments. If this is not the case, the delivery/performance time shall be extended accordingly. In the event that changes to the scope of delivery/service become necessary at a later date or are requested by the Customer, the delivery/service period shall also be extended accordingly. Changes to the order or conditions requested by the Customer after conclusion of the contract shall only be carried out by us with a new delivery period, provided the Seller accepts and confirms them.

交货/履约时间根据卖方和客户之间的协议确定。只有在双方明确同意并以书面形式确认的情况下, 该日期才具有约束力。卖方遵守该日期的条件是, 合同双方在下订单时已最终明确合同的所有商业和技术细节, 且客户已履行其应尽的所有义务, 如特别合作行为、提供材料或支付定金。否则, 交货/履约时间将相应延长。如果日后有必要或客户要求更改交货/服务范围, 则交货/服务期限也应相应延长。客户在合同签订后要更改订单或条件的, 只有在卖方接受并确认的情况下, 我方才能执行新的交货期。

- 2. If a delay in delivery/service is due to unforeseeable circumstances for which the Seller is not responsible, the Seller shall not be liable for the delay, the delivery/service period shall be extended accordingly. This shall also apply in the event of defective or untimely self-delivery, provided the Seller has made an equivalent covering purchase and is

not at fault for the defective or untimely self-delivery. The Seller shall notify the Customer of the beginning and end of such circumstances as soon as possible.

如果延迟交付/服务是由于不可预见的情况造成的，而卖方对此不负责任，则卖方不承担延迟责任，交付/服务期限相应延长。这也适用于有缺陷或不及时的自行交付，条件是卖方已进行了同等的覆盖购买，并且对有缺陷或不及时的自行交付没有过错。卖方应尽快通知客户此类情况的起止时间。

3. Partial deliveries are permissible insofar as they are reasonable for the Customer. The risk passes to the customer from the moment the customer takes over the delivered part. Normally, partial deliveries are not allowed to be put into production. If the end-user insists on putting the goods into production, the customer shall require the end-user to set up an internal safety management system to supervise and inspect the production process, and the customer shall bear the risks arising from the use of the partial deliveries.

在客户认为合理的情况下，允许部分交货。风险自客户接收交付部件之时起转移至客户。通常情况下，不允许将部分交货投入生产。如果最终用户坚持将货物投入生产，则客户应要求最终用户建立内部安全管理系统，以监督和检查生产过程，并且客户应承担使用部分交付货物所产生的风险。

III. Shipping terms, payment terms, prices

运输条款、付款条款、价格

1. Unless otherwise agreed, the INCOTERMS shipping clauses in their respective current version shall be deemed to be contractually included for the shipment of goods by the Seller to the Customer. Insofar as it is agreed that the Seller will insure the transport, this shall only cover the transport from the manufacturer's works to the boundary of the Customer's premises. The costs incurred shall be borne by the Customer.

除非另有约定，《国际贸易术语解释通则》中的运输条款的最新版应被视为包括在卖方向客户运输货物的合同中。如果双方同意由卖方为运输投保，则保险范围仅限于从制造商工厂到客户处所边界的运输。由此产生的费用应由客户承担。

2. The Customer may refuse to take delivery of the contractual object - only in the event of an important material defect.

只有在出现重大实质性缺陷的情况下，客户才可以拒绝接收合同标的物。

3. Unless otherwise agreed with the Customer, delivery and invoicing shall be carried out at the prices and conditions valid on the day of conclusion of the contract. Unforeseen changes in raw materials, wages, energy and other costs for which we are not responsible shall entitle us to adjust prices accordingly. The same shall apply if delays occur for which the Customer is responsible (e.g. due to missing information from the Customer, which means that the design and/or procurement of purchased parts is only possible with a considerable delay).

除非与客户另有约定，交货和开具发票应按照合同签订当日有效的价格和条件进行。如果原材料、工资、能源和其他成本发生不可预见的变化，而我们又不对此负责，则我们有权对价格进行相应调整。如果出现由客户负责的延误（例如，由于客户提供的信息缺失，导致设计和/或采购部件的时间大大延迟），也应适用同样的规定。

4. The Seller sends all invoices digitally to the mail address provided to us for sending the invoices. If the Seller is not aware of a defined e-mail address for invoices, we shall use the e-mail address on file with us at which the Customer has also received the offers and order confirmations. If the Customer wishes to specify a different address for sending invoices, the Seller must be informed of this in writing.

卖方将所有发票以电子版形式发送至客户提供给我们发票接收邮箱地址。如果卖方不知道发票的指定接收邮箱地址，我们将使用客户在接收报价和订单确认书时所使用的邮箱。如果客户希望指定不同的接收发票的邮件地址，必须以书面形式通知卖方。

5. The date of receipt of payment shall be the date on which the amount is received by the Seller or credited to our bank account. The risk of the payment method is borne by the Customer.

收到付款的日期应为卖方收到款项或将款项记入我方银行账户的日期。付款方式的风险由客户承担。

6. Unless the Seller has offered otherwise, the customer shall organize the payment in accordance with contractual payment terms. In the event of default in payment by the Customer, if, in accordance with the contractual payment schedule, the customer delays full payment for more than three months or more without payment, The Seller reserves the right to cancel the contract after having warned the Customer and granted a final ultimatum of two weeks and deduct the downpayment paid by the customer as compensation, or, if the machine has already been shipped to the customer, to refer to Section IV, paragraph 3.

除非卖方另有规定，否则客户应按照合同规定的付款条款组织付款。如果客户拖欠款项，按照合同规定的付款时间表，客户拖延付款超过三个月或更长时间而未付款，卖方有权在警告客户并给出两周的最后期限后终止合同，并扣除客户支付的定金作为补偿，或者，如果机器已经发运给客户，则参照第IV节第3段。

7. The deduction of a discount requires a special written agreement.

扣除折扣需要特别的书面协议。

8. Bills of exchange and checks will only be credited subject to the correct receipt of the full amount. The Seller reserves the right to accept third-party or its own acceptances. Cost and discount charges shall be borne by the Customer. The Seller does not assume any warranty for submission and protest. Protests against the Customer's own bills of exchange or failure to immediately cover protested third-party bills of exchange shall authorize us to return all bills of exchange still in circulation. At the same time all our claims become due. Postdated checks will not be accepted.

汇票和支票只有在正确收到全额款项的情况下才能入账。卖方保留接受第三方或自身承兑汇票的权利。成本和贴现费用应由客户承担。卖方不对提交和抗议承担任何担保责任。对客户自己的汇票提出抗议或未能立即支付第三方汇票的抗议，应授权我们退还所有仍在流通的汇票。与此同时，我们的所有索赔也将到期。不接受逾期支票。

IV. Retention of title 保留所有权

1. The Seller shall retain title to all goods delivered by us until all existing claims, including ancillary claims, which the Seller has against the Customer arising from our business relationship have been paid and the bills of exchange and cheques issued for this purpose have been honored. Furthermore, this also applies to receivables arising in the future.

卖方应保留我方交付的所有货物的所有权，直至卖方因双方业务关系而对客户提出的所有现有索赔（包括附属索赔）客户均已支付，且为此目的签发的汇票和支票均已兑现。此外，这也适用于未来产生的应收账款。

2. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The Customer shall immediately notify the Seller in writing if an application for the opening of insolvency proceedings is filed or insofar as third parties (e.g. seizures) have access to the goods belonging to the Seller.

在全额支付担保债权之前，不得将保留所有权的货物抵押给第三方或转让作为担保。如果申请启动破产程序或第三方（如扣押）接触到属于卖方的货物，客户应立即书面通知卖方。

3. In the event of breach of contract by the Customer, in particular in the event of non-payment of the purchase price due, the Seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the goods on the basis of retention of title. The demand for return does not at the same time include the declaration of withdrawal; the Seller shall rather be entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the Customer does not pay the purchase price due, the Seller may only assert these rights if the Seller has previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.

在客户违约的情况下，特别是在未支付应付货款的情况下，卖方有权根据法律规定撤销合同和/或在保留所有权的基础上要求退还货物。退货要求并不同时包括撤回声明；卖方有权只要求退货，并保留撤回合同的权利。如果客户未支付应付货款，只有在卖方之前为客户设定了合理的付款期限但未果，或者根据法律规定设定该期限是可有可无的情况下，卖方才可主张这些权利。

4. Until revoked in accordance with paragraph 7 below, the Customer is authorized to resell and/or process the goods subject to retention of title

in the ordinary course of business. In this case, the following provisions shall apply in addition:

在根据下文第 7 条规定进行撤销之前, 客户有权在正常经营过程中转售和/或加工保留所有权的货物。在这种情况下, 还应适用以下规定:

5. The retention of title shall extend to the products resulting from the processing, mixing or combining of our goods at their full value, whereby the Seller shall be deemed the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, the latter's title remains, the Seller shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods.

所有权的保留应延伸至加工、混合或组合我方货物所生产的产品全部价值, 据此卖方应被视为制造商。如果在加工、混合或组合第三方货物的情况下, 后者的所有权仍然保留, 则卖方应按照加工、混合或组合货物的发票价值比例获得共同所有权。

- 6 The Customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of the Seller's co-ownership share, if any, in accordance with paragraph 5 above. We accept the assignment. The obligations of the Customer specified in paragraph 2 shall also apply in respect of the assigned claims.

根据上述第 5 款, 客户特此将因转售货物或产品而产生的对第三方的索赔权全部或按卖方的共同所有权份额 (如有) 转让给我方作为担保。我们接受转让。第 2 款规定的客户义务也应适用于转让的债权。

7. The Customer shall remain authorized to collect the claim in addition to the Seller. The Seller undertakes not to collect the claim as long as the Customer meets its payment obligations towards the Seller, there is no deficiency in its ability to pay and the Seller does not assert the retention of title by exercising a right pursuant to paragraph 3. However, if this is the case, the Seller may demand that the Customer inform the Seller of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case the Seller shall be entitled to revoke the Customer's authority to further sell and process the goods subject to retention of title.

除卖方外, 客户仍有权收取索赔。只要客户履行其对卖方的付款义务, 不存在支付能力不足的情况, 且卖方未根据第 3 款行使权利主张保留所有权, 则卖方承诺不收取债权。但是, 在这种情况下, 卖方可以要求客户将转让的债权及其债务人通知卖方, 提供收款所需的所有信息, 移交相关文件, 并将转让通知债务人 (第三方)。此外, 在这种情况下, 卖方有权取消客户进一步销售和处理事物的权力, 但保留所有权。

V. Claims due to defects ("Warranty")

缺陷索赔 (保修)

1. Insofar as defects already exist in the object of purchase or in the work performance at the time of the transfer of risk, the Seller shall only be liable in accordance with the following provisions, to the exclusion of further claims, but subject to liability for damages in accordance with Section VI:

在风险转移时, 如果购买物品或其工作性能已经存在缺陷, 卖方仅根据以下规定承担责任, 排除其他索赔要求, 但根据第 VI 条规定, 卖方应承担损害赔偿义务:

- 1.1 The Seller shall, at its own discretion, rectify all defective parts of the subject matter of the contract free of charge or replace them free of charge ("subsequent performance"). In this respect, the Seller shall choose the form of subsequent performance which is suitable taking into account the overall circumstances and which is proportionate with regard to the associated costs.

卖方应自行决定对合同标的物的所有缺陷部分进行免费修复或无缺陷更换 ("后续履约")。在这方面, 卖方应根据整体情况选择合适的且与相关费用成比例的后续履约形式。

- 1.2 The place of performance for subsequent performance shall be the agreed destination of the contractual object. The Seller reserves the right to carry out repair work, if necessary, at the Seller's works. The Seller shall bear the expenses necessary for the purpose of subsequent performance. The Seller shall be free to reduce the expenses of

subsequent performance by carrying out all necessary work itself or to commission partner companies for this purpose, provided this is reasonable for the Customer. The Seller reserves the right to refuse subsequent performance insofar as this is associated with disproportionate costs. If the subject matter of the contract has been taken by the Customer to a place other than the contractually agreed destination and if the expenses for subsequent performance increase as a result, the additional expenses shall be borne by the Customer on the basis of the Seller's price list valid at the time of performance, which shall be handed over to the Customer on request. Insofar as additional costs incurred abroad are to be borne by the Customer, these shall be based on the charging rates applicable in the respective country.

后续履约的履行地应为合同标的物的约定目的地。卖方保留必要时在卖方工厂进行维修的权利。卖方应承担后续履约所需的费用。卖方可以通过自行完成所有必要的工作或委托合作公司完成必要的工作来减少后续履约的费用, 前提是这对客户而言是合理的。如果后续履约涉及过高的费用, 则卖方保留拒绝后续履约的权利。如果客户将合同标的物运至合同约定目的地以外的地点, 并且如果后续履约费用因此而增加, 则额外费用应由客户根据履约时有效的卖方价目表承担, 该价目表应按要求交给客户。如果在海外产生的额外费用由客户承担, 则应根据相应国家适用的收费标准计算。

- 1.3 The Customer shall only be entitled to withdraw from the contract or to reduce the contract price due to a defect if the Seller - subject to the statutory exceptions - has allowed a set reasonable period for subsequent improvement or replacement delivery to expire fruitlessly or if subsequent performance has repeatedly failed and the Customer cannot reasonably be expected to accept a further attempt at subsequent performance. The right to withdraw from the contract in these cases is limited to defects that restrict the usability. The setting of a reasonable deadline must be in writing.

只有在以下情况下, 客户才有权以缺陷为由撤销合同或降低合同价格: 卖方 (除法定例外情况外) 在规定的合理期限内进行后续改进或更换交货无果而终, 或后续履约屡次失败, 且不能合理地预期客户会接受进一步的后续履约尝试。在这些情况下, 撤销合同的权利仅限于使合同标的物可用性受限的缺陷。合理期限的设定必须以书面形式进行。

- 1.4 Claims for damages may only be asserted in accordance with Section VI. Only according to the provisions of Section VI can claims for damages be asserted.

- 1.5 Wear and tear of components (e.g. feed rollers, table tops and stops) which is normal within the scope of intended use as well as parameters which cannot be influenced by the Seller shall not constitute grounds for claims based on defects. Parameters that cannot be influenced include, for example, material properties, suitability of media supply (e.g. air, power), tools, toolings, saw blades & dust extraction and data sets from third-party facilities / equipment.

在预定使用范围内属于正常的部件 (如进料轮、台面和挡板) 磨损以及卖方无法影响的参数不应构成以缺陷为由提出索赔的理由。无法影响的参数包括, 例如材料特性、介质供应 (如空气、电力) 工具, 刀具, 锯片及除尘的适用性以及来自第三方设施/设备的数据集等。

- 1.6 The assertion of claims for defects is excluded insofar as the defect is based on the fact that the Customer has not followed the installation or operating instructions, has failed to carry out the required maintenance of the contractual object in accordance with the manufacturer's specifications or has carried out such maintenance contrary to the maintenance instructions (operating instructions). Original spare and wear parts from the Seller must always be used for maintenance. Maintenance and inspections shall be evidenced in an appropriate manner by the Customer. Defects occurring due to components influenced by the Customer or third parties such as tools, industry software, machine controls, which in type and condition can represent a significant influence factor on the quality of the Seller machines, shall not be attributed to the Seller and shall be excluded. In the event of non-compliance, the Seller reserves the right to reduce or completely void the warranty claims.

如果缺陷是由于客户没有遵守安装或操作说明, 没有按照制造商的规定对合同物件进行必要的维护, 或者在维护过程中违反了维护说明 (操作说明), 则客户不得提出缺陷索赔。维护时必须始终使用卖方的原装零件和易损件。客户应以适当方式证明所进行的维护和检查符合要求。由于受客

户或第三方影响的部件（如工具、工业软件、机器控制装置）而导致的瑕疵，其类型和状态可能对卖方机器的质量产生重大影响，不应归咎于卖方，并应排除在外。在不符合要求的情况下，卖方保留减少或完全取消保修要求的权利。

1.7 For software, the provisions in Section XI shall apply in addition.

对于软件，还应同时参照第 XI 节的规定。

1.8 The exclusion of rights of the Customer due to obvious or recognized defects which were not immediately notified remains unaffected.

由于存在明显或公认的缺陷而未立即通知客户，则客户的免责权不受影响。

2. If the Customer, with the necessary consent of the Seller, undertakes actions to remedy defects himself, which the Seller would be obliged to do in accordance with the above provisions, the Customer shall not be deemed to be the Seller's vicarious agent in this respect. The Seller shall only be liable for the consequences of self-execution insofar as the Customer has acted in accordance with written instructions issued by the Seller. The Seller shall reimburse the Customer for the costs of self-execution up to the amount of the expenses which the Seller would have had to bear without self-execution by the Customer.

如果客户在获得卖方必要同意的情况下，自行采取行动补救缺陷，而卖方根据上述规定有义务这样做，则客户不应被视为卖方在这方面的代理。卖方仅对客户根据卖方发出的书面指示自行实施的后果负责。卖方应向客户偿付自行执行的费用，最高金额为卖方在客户未自行执行的情况下本应承担的费用。

3. In the case of the purchase of used goods, liability for defects is excluded, unless otherwise agreed. The liability from Section VI paragraph 1 remains unaffected.

在购买二手商品的情况下，除非另有约定，卖方否则不承担缺陷责任。第 VI 条第 1 款规定的责任不受影响。

4. Claims of the Customer due to fraudulently concealed defects or due to a guarantee of quality or durability assumed by the Seller shall always remain unaffected.

客户因欺诈性隐瞒缺陷或因卖方对质量或耐用性的保证而提出的索赔始终不受影响。

VI. Liability for damages 损害赔偿

1. The Seller shall only be liable for damages - for whatever legal reasons:

无论出于何种法律原因，卖方只对以下损害负责：

- in case of intent, or 在故意的情况下，或
- in case of gross negligence, or 严重疏忽，或
- in case of defects which the Seller has fraudulently concealed, or 卖方欺诈性隐瞒缺陷，或
- within the scope of a guaranteed commitment 在担保承诺范围内

2. The Seller shall only be liable for damage caused by simple negligence and not covered by paragraph 1 insofar as the negligence relates to the breach of such contractual obligations, compliance with which is a prerequisite for the performance of the contract and compliance with which the Customer may regularly rely on (cardinal obligations); in this respect, liability shall be limited to the foreseeable damage typical for the contract.

卖方仅对因简单过失造成的、不在第 1 款范围内的损害承担责任，只要该过失与违反合同义务有关，而遵守该合同义务是履行合同的先决条件，且该合同义务是客户可以依赖的（基本义务）；在这方面，责任应限于合同的典型可预见损害。

3. Any further liability on the part of the Seller is excluded.

卖方不承担任何其他责任。

4. The Seller's liability is excluded in particular in the following cases, insofar as the Seller is not responsible for them: Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, faulty data sets, unsuitable

tools, faulty construction work, unsuitable building ground, chemical, electrochemical or electrical influences. If the Customer or a third party carries out improper repairs, the Seller shall not be liable for the resulting consequences. The same shall apply to changes to the object of purchase/service without prior approval by the Seller.

在卖方不承担责任的情况下，卖方尤其不承担以下责任：不合适或不正确的使用、客户或第三方错误的组装或调试、正常磨损、错误或疏忽的操作、不正确的维护、不合适的操作材料、错误的数据集、不合适的工具、错误的施工、不合适的建筑地面、化学、电化学或电气影响。如果客户或第三方进行了不当维修，卖方对由此造成的后果不承担任何责任。这同样适用于未经卖方事先批准而对购买/服务对象进行的变更。

5. This liability provision shall also apply to our advice given orally and in writing and by way of trials or in any other manner; the Customer shall in particular not be released from the obligation to verify himself the suitability of the delivery for the intended purposes of use.

本责任条款也适用于我们以口头、书面、审判或以其他方式提供的建议；客户尤其有义务核实交付物是否适合预期用途。

6. For software, the provisions under Section XI shall apply in addition.

对于软件，应另外参照第 XI 节的规定。

VII. Warranty period 保修期

Refer to warranty terms regulated in the order confirmation.

请参阅订单确认中规定的保修条款。

VIII. Data protection / confidentiality 数据保护/保密

1. The Seller shall comply with the relevant statutory provisions, in particular the Personal Information Protection Law of the People's Republic of China, with regard to personal data of the Customer or its employees. Personal data of the Customer shall be collected, stored, processed and used by the Seller if, to the extent that and for as long as this is necessary for the establishment, performance or termination of a contract. Any further collection, storage, processing and use of personal data of the Customer shall only take place if required or permitted by a legal provision or if the Customer has consented thereto.

对于客户或其员工的个人数据，卖方应遵守相关法律规定，特别是《中华人民共和国个人信息保护法》。卖方应收集、存储、处理和使用的客户个人数据，前提是这是建立、履行或终止合同所必需的。只有在法律规定要求或允许或客户同意的情况下，才可进一步收集、存储、处理和使用的客户个人数据。

2. In the course of providing services, the Seller collects non-personal data from woodworking machines. This is usage-independent data, such as licensing data and software series status, as well as usage-dependent data, such as operating status, maintenance data and diagnostic data. The data may include confidential information of the Customer, for example geometries, NC programs or other Customer-specific data. This data is processed and stored by the Seller to provide the service and for the purpose of general product development and improvement and market analysis. Confidential information of the Customer is used exclusively for the provision of the service. Any use of confidential information of the Customer for other purposes shall only take place on the basis of a separately granted express consent.

在提供服务的过程中，卖方会收集木工机床的非个人数据。这些数据既包括与使用无关的数据，如许可数据和软件系列状态，也包括与使用有关的数据，如运行状态、维护数据和诊断数据。这些数据可能包括客户的机密信息，例如几何图形、NC 程序或其他客户特定数据。卖方对这些数据进行处理和存储，以提供服务，并用于一般产品开发和改进以及市场分析。客户的机密信息仅用于提供服务。将客户的机密信息用于其他目的只能在单独获得明确同意的基础上进行。

IX. Miscellaneous 杂项

1. Confidentiality: Both parties shall keep the commercial and technical secrets of the other party known in the course of contract fulfillment strictly confidential and shall not disclose them to the third party.

保密性：双方应对在履行合同过程中知悉的另一方的商业和技术秘密严格保密，不得向第三方披露。

2. The Customer shall only be entitled to withhold payments or other own services or to offset them against counterclaims to the extent that its right of retention or its counterclaims are undisputed, have been finally adjudicated or are ready for decision in favor of the Customer. The Customer is free to raise the defense of non-performance of the contract.

客户只有在其保留权或反诉无争议、已得到最终裁决或准备作出有利于客户的裁决的情况下，才有权扣留货款或其他自有服务，或将其与反诉抵消。客户可自由提出不履行合同的抗辩。

3. There are no verbal subsidiary agreements to concluded contracts.

已签订的合同没有口头附属协议。

4. Subsidiary agreements and amendments to the contract or notices of defects must be in writing to be effective. This formal requirement may not be waived or set aside either orally or by implication. If the parties make oral amendments and supplements after conclusion of the contract, these must be confirmed in writing by the Seller in order to be effective.

附属协议和对合同的修改或缺陷通知必须以书面形式签订方为有效。这一正式要求不得以口头或暗示的方式放弃或搁置。如果双方在合同订立后进行口头修改和补充，则必须由卖方以书面形式确认方可生效。

5. The legal relationship between the Seller and the Customer shall be governed exclusively Civil Code of the People's Republic of China".

卖方与客户之间的法律关系适用《中华人民共和国民法典》。

6. The place of jurisdiction for all disputes between the Customer and the Seller shall be the registered office of the respective the Seller company, unless a different exclusive jurisdiction exists. The Seller reserves the right to take legal action at any other permissible place of jurisdiction.

除非存在不同的专属管辖地，客户与卖方之间的所有争议的管辖地应是卖方公司的注册办事处。卖方保留在任何其他允许的司法管辖地采取法律行动的权利。

In addition, the provisions of the following sections shall apply to certain deliveries and services.

此外，以下章节的规定应适用于特定交付和服务的条款和条件

B. Special section 特殊条款：

Terms and conditions that apply to specific deliveries and services in addition to the General Section

除一般条款外，适用于特定交付和服务的条款和条件

X. General provisions for assembly and repairs 装配和维修的一般规定

1. In addition to the above sections, the following provisions shall apply to all assembly and commissioning of new machines ordered by the Customer as well as service, maintenance, repair or assembly services including consulting, training, expert opinions, machine conversions (hereinafter uniformly referred to as: "assembly").

除上述条款外，以下规定适用于客户订购的所有新机器的组装和调试，以及服务、维护、修理或组装服务，包括咨询、培训、专家意见、机器改装（以下统一称为“组装”）。

- 1.1 The duration of assembly or the start of assembly shall only be deemed to have been agreed approximately.

组装持续时间或组装开始时间应仅被视为已大致商定。

- 1.2 The installation period shall be deemed to have been complied with if, by the time it expires, the installation is ready for acceptance by the Customer or, in the case of a contractually agreed functional test, for its performance.

如果到安装期限届满时，安装已准备好供客户验收，或者在合同约定的功能测试的情况下，已准备好进行性能测试，则应视为已遵守安装期限。

- 1.3 If the installation could not be performed or only partially performed for

reasons for which the Seller is not responsible, the Seller shall be entitled to demand the installation price less the expenses saved. The Customer may demand a repetition of the installation service if and to the extent that this is reasonable for the Seller, in particular taking into account its other contractual obligations. For the repetition, a renewed remuneration shall be paid to the Seller on the basis of the currently valid price list.

如果因与卖方无关的原因导致安装无法进行或仅部分进行，则卖方有权要求客户支付减去节省的费用之后的安装价格。在卖方认为合理的情况下，特别是考虑到其他合同义务，客户可以要求重复安装服务。对于重复安装，应根据当前有效的价格表向卖方支付新的报酬。

- 1.4 The request for installation personnel should be made at least 20 working days (if visa application is needed, then the time needs to be considered accordingly) before the start of the installation for scheduled operations, in particular if an inspection or maintenance contract has been agreed. Surcharges may apply for short-term assignments.

应至少在计划作业开始前 20 个工作日（如需申请签证，则需考虑相应的时间）向安装人员提出申请，特别是在已签订检查或维护合同的情况下。短期任务可能会收取附加费。

- 1.5 In addition, the instructions in the installation and operating manuals of the respective products on which the operations take place are binding.

此外，进行操作的各个产品的安装和操作手册中的说明也具有约束力。

- 1.6 Before starting work, the Seller personnel are required to carry out a risk assessment and initiate the necessary measures based on the results. The Seller reserves the right to refuse/cancel any resulting assignments.

在开始工作之前，卖方人员必须进行风险评估，并根据评估结果采取必要措施。卖方保留拒绝取消任何由此产生的任务的权利。

2. **Pre-acceptance (FAT):** If a preliminary acceptance test has been agreed at the Seller's workshop prior to delivery of the contractual item, a standard procedure defined by the Seller shall be carried out to prove functionality or completeness. Minutes shall be drawn up of these, which shall be signed by both parties. If necessary, the Customer shall provide sample parts and data sets for test runs in good time before the preliminary acceptance. Once the preliminary acceptance is accepted by both parties with signatures, all safety-related risks should be transferred to the customer.

预验收 (FAT): 如果在交付合同项目之前已商定在卖方车间进行初步验收测试，则应执行卖方定义的标准程序以证明功能性或完整性。验收内容需记录在案并由双方签字确认。如有必要，客户应在初步验收前及时提供供试运行的样品部件和数据集。初步验收经双方签字认可后，所有与安全相关的风险均应转移给客户。

If a preliminary acceptance test at the Seller's workshop prior to the delivery is not requested, the risk transfer will follow the below regulations :

如果不要求在交货前在卖方所在地进行预验收测试，风险转移将遵循以下规定：

If Seller provides the installation at the end-user's site based on the contract :

During the installation, the end user shall not approach or operate the machine without the permission/instruction of the Seller's technicians, if the Seller's technician leaves the installation site before completion of the installation and commissioning, the Seller's technician shall place warning signs and isolate the area with the cooperation of the end-user, who shall strictly comply with it.

During the installation, once the end-user staff entered the installation site or operated the machine, then the end-user takes over the safe-related risk automatically.

Once the installation and commissioning is finished, the safety-related risks should be transferred to the Customer.

如果卖方根据合同需要在最终用户现场提供安装：

在安装期间，最终用户未经卖方技术人员许可/指示不得接近或操作机器，如果卖方技术人员在安装和调试完成前离开安装现场，卖方技术人员应在最终用户的配合下放置警告标志并隔离该区域，最终用户应严格遵守。

在安装过程中，一旦最终用户工作人员进入安装现场或操作机器，则最终用户自动承担与安全相关的风险。

一旦安装和调试完成，与安全相关的风险应移交给客户。

If the Seller needn't provide the installation based on the contract: the safety-related risk will be transferred once the Seller delivers the machine to the Customer.

如果卖方根据合同规定不需要提供安装：则一旦卖方将机器发货给客户，与安全相关的风险将转移给客户。

3. **Contribution:** the Seller shall only be obliged to bring the contractual object (= transfer of the delivery item from the means of transport to the place of installation) if this is expressly contractually owed. If provision by the Seller has been agreed, the Seller shall owe the following services and, for the duration of service, the Seller shall bear the risk limited by the following obligations of the Customer to cooperate:

The Customer shall support the Seller free of charge in the service and ensure that

- the installation site is free of obstacles,
- the transport route does not exceed a length of 200m, and
- the transport route is continuous, at ground level and free of interfering contours
- suitable and safe means of transport and lifting, including competent operating personnel, shall be provided at the agreed time.

交付： 卖方只有在合同有明确规定的情况下，才有义务将合同标的物（=将货物从运输工具转移到安装地点）运到目的地。如果同意由卖方提供，则卖方应提供以下服务，并且在服务期间，卖方承担风险限于在客户遵守以下合作义务的情况下，：

在卖方提供服务期间，客户应免费支持并确保：

- 安装地点没有障碍物、
- 运输路线长度不超过 200 米，以及
- 运输路线连续，位于地面，没有干扰轮廓线
- 应在商定的时间提供适当和安全的运输和吊装工具，包括合格的操作人员。

4. **Installation:** The Seller shall only be obliged to install the contractual object if this has been expressly agreed. If installation by the Seller has been agreed, the parties shall owe each other the following services and acts of cooperation:

安装： 只有在双方明确同意的情况下，卖方才有义务安装合同标的物。如果同意由卖方安装，则双方应相互提供以下服务和合作行为：

- 4.1 The installation of the contractual object at the final installation site shall be carried out by the Seller's service technician or by a partner commissioned by the Seller. All prerequisites to be fulfilled by the Customer can be found in the installation and operating guidelines as well as in the Seller's installation plan, which the Seller will hand over to the Customer along with the delivery and must be fulfilled by the Customer as requested and on time. In order to ensure a speedy and smooth process, the Customer must provide the service technician responsible for the installation with appropriate safety-instructed auxiliary personnel and, if necessary, available safe and suitable lifting and transport equipment, as well as personal protection equipment, free of charge. The construction of protective fences or similar and the functional verification of the safety devices is usually necessary.

合同标的物在最终安装地点的安装应由卖方的服务技术人员或卖方委托的合作伙伴进行。客户需要满足的所有先决条件都可以在安装和操作指南以及卖方的安装计划中找到，卖方将在交付时将其移交给客户，客户必须按照要求按时完成。为确保安装过程快速顺利，客户必须为负责安装的技术服务人员免费提供适当的、经过安全培训的辅助人员，并在必要时提供安全、合适的起重和运输设备以及个人防护设备。通常，建造防护围栏或类似设施并对安全装置进行功能验证是非常有必要的。

- 4.2 The Seller wishes to point out that the safety-related transfer of risk / placing on the market is independent of the contractual handover of the machine and/or its acceptance by the Customer.

卖方希望指出，与安全相关的风险转移/投放市场与机器的合同移交和/

或客户的验收无关。

- 4.3 After the safety-related transfer of risk, commissioning including functional testing is carried out by the Seller's service technician within the framework of a standard procedure defined by the Seller. If the machine is an "incomplete machine" as defined by the Machinery Ordinance, the Seller will only perform the functional test, but not the commissioning.

在安全风险转移后，由卖方的服务技术人员在卖方规定的标准程序框架内进行调试，包括功能测试。如果机器属于《机械条例》规定的“不完整机器”，则卖方只进行功能测试，而不进行调试。

5. **Acceptance:** If acceptance is contractually agreed or required by law, acceptance of the contractual object shall take place within the framework of a standard procedure defined by the Seller.

验收：如果验收是合同约定的或法律要求的，则合同标的物的验收应在卖方规定的标准程序框架内进行。

- 5.1 The Customer is obliged to accept the delivered machine as soon as the functional test has been completed, unless there is a defect that restricts its usability. Insofar as partial functions of the contractual object can be used independently for production purposes and are ready for acceptance, the Customer shall be obliged to make partial acceptances. Minutes of the (partial) acceptance shall be drawn up and signed by both parties.

除非存在限制其可用性的缺陷，否则客户有义务在功能测试完成后立即验收交付的机器。只要合同标的物的部分功能可独立用于生产目的，并可随时验收，则客户有义务进行部分验收。（部分）验收记录应由双方共同起草和签署。

- 5.2 The Customer is obliged to accept the assembly as soon as it has been notified of its completion and any contractually agreed functional test of the assembled delivery item has taken place. If the installation proves not to be in accordance with the contract, the Seller shall be obliged to remedy the defect at its own expense. If there is a non-substantial defect, the customer may not refuse acceptance. The (partial) acceptance shall also be deemed to have taken place if the Customer:

客户有义务在收到组装完成的通知并对组装好的交货项目进行了合同约定的功能测试后立即接受组装。如果安装证明不符合合同规定，卖方有义务自费弥补缺陷。如果存在非实质性缺陷，客户不得拒绝验收。在下列情况下，（部分）验收也应被视为已经进行：

- does not refuse acceptance within a reasonable period of time set for him, stating at least one defect, or

未在为其设定的合理期限内拒绝验收，并至少说明一个缺陷，或

- the commissioning or functional test is delayed without substantial reason and the Seller has thereupon set the Customer a reasonable deadline for cooperation, which has expired unsuccessfully, or

调试或功能测试无故延迟，卖方随即为客户设定了合理的合作截止日期，但该期限过期失效，或

- puts the contractual object into operation for production purposes.

将合同标的物投入生产使用。

- 5.3 Upon acceptance, the Seller's liability for identifiable defects shall cease unless the Customer has reserved the right to assert a specific defect.

一经验收，卖方对可识别缺陷的责任即告终止，除非客户保留对特定缺陷提出主张的权利。

6. **Briefing:** If agreed separately, the Customer shall be instructed in the operation of the contractual object on site at the same time, generally for a maximum of **one day**.

指导： 如果另有约定，应同时在现场对客户进行合同标的物的操作指导，一般最多一天。

7. **Training:** For expressly agreed training courses that are not attended within 12 months of delivery of the contractual object, the Customer's claim to performance shall lapse.

培训： 在交付合同标的物后 12 个月内一直未参加明确商定的培训课程，

客户的履约要求失效。

8. Cooperation of the Customer 客户的合作

8.1 The Customer shall take the special measures necessary for the protection of persons and property at the installation site. It shall also inform the Seller assembly or project manager of any existing special safety regulations, insofar as these are relevant to the installation personnel. It shall notify the Seller of any violations of such safety regulations by the installation personnel.

客户应采取必要的特别措施保护安装现场的人身和财产安全。客户还应告知卖方装配或项目经理任何现行的特殊安全规定，只要这些规定与安装人员相关。安装人员违反此类安全规定时，客户应通知卖方。

8.2 The Customer is obliged to provide technical assistance at its own expense, in particular with regard to the following points:

客户有义务自费提供技术援助，尤其是在以下方面：

a) Provision of the necessary suitable auxiliary personnel in the number and for the time required for the installation; the auxiliary personnel shall follow the instructions of the installation supervisor.

按照安装所需的人数和时间提供必要的适当辅助人员；辅助人员应听从安装监理的指示。

b) Carrying out all the work required on site (e.g. creating the foundation for the system).

进行现场所需的所有工作（如为系统打地基）。

c) Provision of the necessary devices and heavy tools (e.g. hoists, compressors) as well as the necessary commodities and materials.

提供必要的设备和重型工具（如升降机、压缩机）以及必要的商品和材料。

d) Provision of heating, lighting, operating power, water, including the necessary connections.

提供暖气、照明、操作电源、水，包括必要的连接。

e) Provision of necessary, dry and lockable rooms for the storage of the tools of the assembly personnel.

提供必要的、干燥的、可上锁的房间，用于存放装配人员的工具。

f) Transport of the assembly parts at the assembly site, protection of the assembly site and materials from harmful influences of any kind, cleaning of the assembly site.

在装配现场运输装配部件，保护装配现场和材料不受任何有害影响，清洁装配现场。

g) Provision of suitable, theft-proof work rooms and first aid for the assembly personnel.

为装配人员提供合适的防盗工作间和急救设施。

h) Provision of materials and performance of all other actions necessary for the adjustment of the delivery item and for the performance of a contractually agreed functional test.

提供材料并执行调整交付项目和执行合同约定的功能测试所需的所有其他操作。

i) The establishment of necessary and customary hygiene standards.

制定必要的和习惯的卫生标准。

j) The electrical connections to the system/machine shall be made by the Customer as well as the provision of suitable grounding connections at the potential equalization points designated by the Seller. This also applies to the standardized verification of suitability at regular intervals.

系统/机器的电气连接应由客户完成，并在卖方指定的电位平衡点提供合适的接地连接。这也适用于定期对适用性进行标准化验证。

8.3 The Customer's cooperation must ensure that the installation can be started immediately after the arrival of the installation personnel and carried out without delay until the Customer's acceptance. If special

plans or instructions from the Seller are required, the Seller shall provide them to the Customer in good time.

客户必须配合好以确保安装人员到达后立即开始安装，并在客户验收之前毫不拖延地进行安装。如果需要卖方提供特殊计划或说明，卖方应及时提供给客户。

8.4 The assembly personnel must have free access to the machine during assembly operation; the machine shall not be available for production work during this time. The Customer shall support the installation personnel in carrying out the installation at its own expense.

在装配操作期间，装配人员必须能够自由接触机器；在此期间，机器不得用于生产工作。客户应支持安装人员进行安装，费用自理。

8.5 If the Customer fails to comply with its obligations to cooperate, the Seller shall be entitled, but not obliged, after giving notice, to carry out the actions incumbent on the Customer in its place and at its expense. Otherwise, the Seller's statutory rights and claims shall remain unaffected.

如果客户未能履行其合作义务，卖方在发出通知后，有权（但无义务）代替客户采取行动，费用由客户承担。否则，卖方的法定权利和要求不受影响。

9. Impediments to performance during provision, installation, trial operation, commissioning, functional testing, or familiarization:

提供、安装、试运行、调试、功能测试或熟悉过程中的性能障碍：

9.1 Unforeseen obstacles or technical faults shall be eliminated immediately by the Customer. Additional services required over and above the services owed or waiting times of the Seller which cannot be used otherwise shall be paid for separately by the Customer in accordance with the Seller's price list valid at the time of performance; additional costs of the third party commissioned by the Seller shall be reimbursed by the Customer. This shall not apply if the additional services, waiting times or additional costs are due to circumstances for which the Seller or the third party commissioned by the Seller is responsible.

客户应立即排除不可预见的障碍或技术故障。除卖方所欠服务等等待时间外，客户还应根据履约时有效的卖方价格表单独支付无法以其他方式使用的额外服务费用；卖方委托的第三方的额外费用应由客户报销。如果额外服务、等待时间或额外费用是由卖方或卖方委托的第三方负责的情况造成的，则不适用上述规定。

9.2 If the performance of the services is delayed for reasons for which neither the Seller nor the third party commissioned by the Seller is responsible, the Seller may set the Customer a reasonable period of time to remedy the obstacles. After unsuccessful expiry of the deadline, the Seller may refuse to perform the services; the Customer may not plead that the services have not been performed. The Seller may demand payment of the agreed remuneration after deduction of the expenses saved and the income from any other use of its own labor.

如果由于卖方或卖方委托的第三方均不承担责任的原因导致服务延迟履行，卖方可为客户设定一个合理的期限来弥补。逾期未果后，卖方可拒绝履行服务；客户不得以服务未履行为由提出抗辩。卖方可要求客户在扣除节省的费用和其他使用其劳动力的收入后支付约定的报酬。

XI. General provisions for software 软件的一般规定

1. Insofar as software is included in the scope of delivery of a machine, the Customer is granted a non-exclusive right to use the software for use on the specific contractual object. Use of the software on more than one system is prohibited. Simultaneous use on multiple computers requires the purchase of additional licenses or a server and multi-user license. This applies accordingly to subsequent updates and upgrades.

如果软件包含在机器的供货范围内，则客户被授予在特定合同对象上使用该软件的非专有权。禁止在多个系统上使用软件。在多台计算机上同时使用需要购买额外的许可证或服务器和多用户许可证。这同样适用于后续更新和升级。

2. Generally, the Customer may not duplicate, modify, translate or convert the software from the object code to the source code. The Customer undertakes not to remove the manufacturer's information - in particular

copyright notices - or to modify it without the prior express consent of the Seller. Upon request, an individual contractual software transfer agreement can be concluded with the Seller for a fee in individual cases. This regulates aspects of confidentiality, proprietary rights of confidential information, contractual penalties, duration of the contract, exclusions of liability, applicable law and jurisdiction, as well as rights of use granted.

一般情况下，客户不得复制、修改、翻译或将软件从目标代码转换为源代码。未经卖方事先明确同意，客户承诺不删除制造商的信息（尤其是版权声明）或对其进行修改。在个别情况下，可根据要求与卖方签订有偿的单独软件转让合同协议。该协议对保密性、保密信息的所有权、合同处罚、合同期限、免责条款、适用法律和管辖权以及授予的使用权等方面进行了规定。

3. The delivered software may contain open-source components in whole or in part. These are subject to the corresponding license terms of the open-source components used. The relevant license conditions shall be requested by the Customer from the respective open-source provider or retrieved from the relevant websites and are part of the granting of rights of use. The Customer agrees to comply with these terms of use when using the open-source components.

交付的软件可能包含全部或部分开源组件。这些组件受所用开源组件相应许可条款的约束。相关许可条件应由客户向相应的开源提供商索取或从相关网站上检索，并作为授予使用权的一部分。客户同意在使用开源组件时遵守这些使用条款。

4. Liability for defects in software: 软件缺陷的责任:

- 4.1 Claims for defects due to software errors shall only exist insofar as the defect in the subject of the license restricts its usability in accordance with the original delivery condition and its original parameterization. In all other respects, the provisions on liability for defects and damages set out in Sections V to VII shall apply subject to the following further restriction:

仅当许可证主体的缺陷限制了其按照原始交付条件及其原始参数化的可用性时，才存在因软件错误导致的缺陷索赔。在所有其他方面，应适用第 V 至 VII 节中有关缺陷和损害赔偿责任的规定，但须受以下进一步限制：

- 4.2 Any liability on the part of the Seller for software malfunctions shall be excluded in the event of a specific breach of the Customer's duty of care in connection with the software, for example to the extent that

在客户具体违反与软件相关的注意义务的情况下，卖方对软件故障的任何责任应予以排除，例如在以下情况下

- the aforementioned minimum requirements for providing the Customer with hardware and software are not met,

未满足上述为客户提供硬件和软件的最低要求，

- the software is installed on other hardware at the Customer's premises without the Seller's express consent, which the Seller shall only be entitled to refuse for objectively justified reasons,

在未经卖方明确同意的情况下，将软件安装在客户处所的其他硬件上，卖方仅有权以客观合理的理由拒绝同意，

- software other than the software made known to the Seller at the time of installation is or will be installed on the same hardware of the Customer on which the subject of the license is installed, or

除安装时卖方已知的软件外，其他软件已经或将要安装在客户安装许可主体的同一硬件上，或

- the Customer has made changes to the subject of the license without the Seller's prior express consent, unless the Customer proves that the software malfunction is not due to the specific violation of its own duties of care.

未经卖方事先明确同意，客户对许可标的进行了更改，除非客户能证明软件故障并非因其违反自身的注意义务所致。

5. Documentation and license 文件和许可证

- 5.1 The Customer is entitled to use the subject of the license for the purposes of its business operations in accordance with these General Terms and Conditions of Delivery and Service. The Customer is not entitled to make the subject of the license available to third parties. Third parties shall not include employees of the Customer and other people whose services are

used by the Customer for the contractual use of the software.

客户有权根据本《交货和服务的一般条款和条件》在其业务运营中使用许可标的。客户无权将许可标的提供给第三方。第三方不包括客户的员工和客户为合同使用软件而使用其服务的其他人员。

- 5.2 The license may be limited in time, and the Seller shall also be entitled to prohibit future use of the subject of the license if the Customer fails to refrain from violating the terms of the license despite prior written warning; unless the violation occurs for reasons for which neither the Customer nor its vicarious agents are responsible.

许可可能有时间限制，如果客户在事先书面警告后仍未能遵守许可条款，除非违规行为是由于客户或其代理均不承担责任的原因造成的，否则卖方也有权禁止今后使用许可的标的物。

- 5.3 Unless otherwise contractually agreed, the Customer is entitled to use the subject of the license on only one computer at a time. Simultaneous use on multiple computers requires the purchase of additional licenses or a server and multi-user license. This applies accordingly to subsequent updates and upgrades.

除非合同另有约定，否则客户一次只能在一台计算机上使用许可证的标的物。在多台计算机上同时使用时，需要购买额外的许可证或服务器和多用户许可证。这同样适用于后续更新和升级。

- 5.4 The Customer shall only be entitled to reproduce the subject of the license in machine-readable form insofar as this is necessary for use in accordance with the contract. In particular, it shall be entitled to make backup copies to secure future use of the subject of the license in accordance with the contract.

客户仅有权以机器可读的形式复制许可标的，但仅限于根据合同使用所需的情况。特别是，客户应有权制作备份，以确保将来根据合同使用许可标的。

- 5.5 The Customer is not entitled to modify the subject of the license for its own purposes or the purposes of others or to make it accessible to third parties. Third parties shall not include the Customer's employees and other persons whom the Customer uses for the contractual use of the subject of the license.

客户无权为自己或他人的目的修改许可标的，也无权将其提供给第三方使用。第三方不应包括客户的员工和客户为合同目的使用许可标的的其他人员。

- 5.6 The Customer is not entitled to grant third parties rights of use to the subject of the license.

客户无权将许可标的的使用权授予第三方。

- 5.7 The Seller shall retain ownership of any software data carrier and documentation separately handed over to the Customer.

卖方应保留单独移交给客户的任何软件数据载体和文件的所有权。

- 5.8 If the Customer is prohibited from further use of the subject of the license by the Seller, the Customer shall return to the Seller the licensed material owned by the Seller, including any software data carrier handed over to the Customer. The subject of the license stored at the Customer's premises and all backup copies existing at the Customer's premises shall be deleted.

如果卖方禁止客户进一步使用许可标的，客户应将卖方所有的许可材料，包括移交给客户的任何软件数据载体，归还给卖方。存储在客户处所的许可标的和客户处所现有的所有备份副本均应删除。

6. The provisions set forth in Section IX shall apply only to the extent that they are not otherwise regulated for individual software components.

第 IX 条中的规定仅适用于未对单个软件组件另行规定的情况。

XII. General provisions for remote services 远程服务的一般规定

In addition to the above sections, the following provisions shall apply to all remote services ordered by the Customer. This includes, among other things, consulting, training, configuration, parameterization, software updates, macro programming, profile adjustments, status analysis, assistance etc. remotely with or without IT support.

除上述条款外，以下规定适用于客户订购的所有远程服务。其中包括咨询、培训、配置、参数化、软件更新、宏编程、配置文件调整、状态分析、协助等。

The use of remote services within the meaning of this section shall be tantamount to the conclusion of a commercial contract and shall therefore always constitute the commissioning of a service from the Seller for which a charge is made. The Seller shall invoice remote services in accordance with the respective current service price list if no other conditions have been contractually agreed. The obligation to pay costs shall apply insofar as the Seller is not obliged to provide such services for other reasons, in particular due to claims for defects by the Customer pursuant to Section V.

使用本节意义上的远程服务应等同于签订商业合同，因此应始终构成委托卖方提供服务，并收取费用。如果合同未约定其他条件，卖方应根据相应的当前服务价格表开具远程服务发票。如果卖方由于其他原因，特别是由于客户根据第 V 节提出的缺陷索赔，没有义务提供此类服务，则应履行支付费用的义务。

1. Contractual object /specification of services 合同对象/服务规范

1.1 Remote diagnostics 远程诊断

Determination of the actual condition (inspection):

确定实际状况（检查）：

The Seller shall remotely record the current states, settings, processes and records of the machine/system with or without IT support, and the terminal devices designated in the service agreement.

卖方应在有或没有 IT 支持的情况下远程记录机器/系统的当前状态、设置、过程和记录，以及服务协议中指定的终端设备。

Data comparison / deviations: 数据对比/偏差:

The Seller shall analyze the recorded data and processes for deviations of the actual from the target state.

卖方应分析记录的数据和过程，以确定实际状态与目标状态的偏差。

Searching for the cause of deviation: 查找偏差原因:

The Seller shall analyze detected deviations for their causes.

卖方应分析检测到的偏差的原因。

1.2 Remote monitoring/ remote observation 远程监控/远程观察

The Seller shall monitor defined production plants after prior agreement with the customer according to a separate contractual agreement for which a charge is made.

卖方应在与客户事先达成协议后，根据单独的合同协议对指定的生产工厂进行监控，并收取费用。

1.3 Remote interventions 远程干预

If the Seller detects deviations requiring action when carrying out remote diagnostics, either the Seller shall carry out the interventions with or without IT support or the Seller shall commission the Customer to carry out the interventions.

如果卖方在进行远程诊断时检测到需要采取行动的偏差，无论是否有信息技术支持，卖方都应进行干预，或者卖方应委托客户进行干预。

1.4 Predictive monitoring / remote monitoring and interpretation

预测监控/远程监控和解释

The Seller shall monitor defined production systems after prior agreement with the Customer and shall propose preventive measures at its own discretion. The implementation of the proposed measures is carried out after a separate order by the Customer.

卖方应在与客户事先达成一致后对确定的生产系统进行监控，并自行提出预防措施。建议措施的实施应在客户单独下达订单后进行。

1.5 Other measures and services 其他措施和服务

Measures which go beyond the maintenance services provided for in these Terms and Conditions, such as commissioning work, shall be

carried out by the Seller at the Customer's request following a separate written agreement.

超出本条款和条件规定的维护服务范围的措施，如调试工作，应由卖方根据客户的要求在单独的书面协议后进行。

1.6 Documentation 文件

The Seller shall record the essential data of the system/processes determined by remote diagnostics and/or the deviations determined, interventions made and measures carried out for internal purposes (case data).

卖方应记录远程诊断确定的系统/过程的基本数据和/或为内部目的确定的偏差、采取的干预措施和采取的措施（案例数据）。

1.7 Information 信息

If the equipment cannot be repaired or cannot be repaired completely by remote support with or without IT measures (remote maintenance and/or repair) within the meaning of subparagraph 1.3, the Seller shall inform the Customer accordingly. After completion of repair and/or maintenance work, the Customer may inspect the recorded case data upon request.

如果设备无法通过第 1.3 条意义上的远程支持（远程维护和/或维修）进行维修或无法完全维修，则卖方应通知客户。在维修和/或维护工作完成后，客户可以根据要求检查记录的案例数据。

1.8 Performance limits and exclusions 性能限制和排除

If the Seller determines during remote diagnostics that the deviations are due to external force, other unforeseeable influences, improper operation or non-compliance with the installation or environmental conditions specified by the manufacturer, it shall not be obliged to carry out remote interventions. The same applies if the Customer changes the software or the software environment, including the hardware. In these cases, the contracting parties will try to work out a joint approach and the steps required for this.

如果卖方在远程诊断期间确定偏差是由于外力、其他不可预见的影响、操作不当或不符合制造商规定的安装或环境条件造成的，则卖方没有义务进行远程干预。如果客户更改软件或软件环境（包括硬件），则同样适用。在这种情况下，合同双方将尝试制定共同的方法和必要的步骤。

The Seller offers general maintenance of software within the framework of a separate software maintenance contract for which a charge is made. Thus, the Seller excludes software maintenance for remote services.

卖方在单独的软件维护合同框架内提供软件的一般维护，并收取费用。因此，卖方不提供远程服务的软件维护。

1.9 Distinction from functional warranty 与功能保修的区别

The Seller shall assume the obligations set forth in detail in the service agreement. This does not constitute a guarantee that the contractual services will diagnose and remedy all existing malfunctions, damage and defects of the machine/system or a guarantee for the functionality of the machine/system. The provision of contractual services is always subject to the availability of resources / technologies and the reasonable feasibility of the respective implementation.

卖方应承担服务协议中详细规定的义务。这并不保证合同服务能够诊断和修复机器/系统的所有现有故障、损坏和缺陷，也不保证机器/系统的功能。合同服务的提供始终取决于资源/技术的可用性和各自实施的合理可行性。

2. Data transmission 数据传输

2.1 Equipment 设备

The agreed telecommunication means are available for the services. Each contractor is responsible for maintaining and operating their facilities. The services are based on data transmission technology, in particular on the data transmission paths as they exist at the time the contract is concluded. Where necessary, these shall be adapted to technical progress. Depending on the solution used, the use of Customer terminal devices may be required. Any resulting costs shall be borne by the Customer, unless the technical improvement only benefits the Seller.

服务可使用商定的电信手段。每个承包商负责维护和运行其设备。服务基于数据传输技术，特别是合同签订时的数据传输路径。必要时，应根据技术进步进行调整。根据所使用的解决方案，可能需要使用客户终端设备。由此产

生的任何费用应由客户承担，除非技术改进仅对卖方有利。

2.2 Data transmission paths 数据传输路径

The contractual partners are each responsible for the operation and maintenance of their systems up to the respective transition points to the Internet (routers). In the event of failure of the data transmission path between the transition points, in particular due to disruptions in the transmission paths, the Seller shall be released from its performance obligations pursuant to subparagraph 1.1 as well as 1.4. This shall also apply to cases in which the transmission paths are so permanently disrupted that the Seller is unable to properly perform its service. In such cases, the Seller shall immediately inform the Customer that the transmission paths have been disrupted.

合同双方各自负责其系统直至各自互联网过渡点（路由器）的运行和维护。如果过渡点之间的数据传输路径发生故障，特别是由于传输路径中断，卖方应根据第 1.1 和 1.4 款免除其履约义务。这也适用于传输路径长期中断，导致卖方无法正常履行服务的情况。在这种情况下，卖方应立即通知客户传输路径已中断。

2.3 Initialization mode 启动模式

If necessary, the Customer shall activate the remote diagnostics feature. Upon completion of the remote session, the Customer shall terminate the connection with the Seller after consultation. The Seller shall not be held responsible for any costs/damages resulting from a connection not being terminated.

如有必要，客户应激活远程诊断功能。远程会话结束后，客户应在咨询后终止与卖方的连接。卖方不承担因未终止连接而造成的任何费用/损失。

3. Confidentiality and data security 保密性和数据安全

3.1 Authentication confidentiality 认证保密

For all authentications (SIM cards / keys / access codes) which are available in connection with the Seller remote services, the Customer shall ensure that this information is not disclosed to third parties.

对于与卖方远程服务相关的所有认证（SIM 卡/密钥/访问代码），客户应确保不向第三方披露这些信息。

3.2 Confidential treatment of Customer data 客户数据的保密处理

It is agreed between the contracting parties that all Customer data exchanged within the scope of the remote services and other information of the Customer concerning production secrets, relevant product-related data, etc. may be used by the Seller exclusively for the services defined in the service agreement and for the continuous improvement of services and products. Any marketing of this information for own account or knowledge transfer to third parties is not permitted.

合同双方同意，在远程服务范围内交换的所有客户数据以及客户关于生产机密、相关产品数据等的其他信息，卖方只能用于服务协议中规定的服务以及不断改进服务和产品。卖方不得将这些信息用于自身营销或转让给第三方。

3.3 Virus protection 病毒防护

The contractual partners shall take reasonable precautions in accordance with the respective state-of-the-art to prevent viruses or malware from penetrating the software of the other contractual partner. Any virus protection programs of the Customer shall be coordinated with the Seller so that malfunctions during remote services, as well as the proper functioning of the machine/system, are not impaired. Should malware (viruses, spyware, etc.) occur at one of the contracting parties that could impair the remote service or be transferred to systems of the other contracting party, the other contracting party must be informed immediately in writing.

合同双方应根据各自的先进技术采取合理的预防措施，防止病毒或恶意软件侵入另一合同方的软件。客户的任何病毒防护程序都应 与卖方协调，以避免远程服务期间的故障以及机器/系统的正常运行受到影响。如果合同一方的恶意软件（病毒、间谍软件等）可能影响远程服务或转移到合同另一方的系统，则必须立即以书面形式通知合同另一方。

4. Cooperation obligations of the Customer 客户的合作义务

4.1 Maintenance obligation for facilities 设施维护义务

The specified technical facilities as well as the required communication connections shall be provided and maintained in working order by the Customer.

客户应提供指定的技术设施和所需的通信连接，并保持其正常运行。

4.2 Duty to inform about technical changes 告知技术变更的义务

Changes made by the Customer to the technical environment shall be notified in advance in written insofar as they may have an impact on the agreed remote services and, if necessary, shall be coordinated with the Seller. This applies in particular - but not exclusively - to modifications to the control hardware/software, changes in use, changes in the machine environment, changes in the network configuration, conversions by third parties and the access data.

如果客户对技术环境所做的更改可能会对约定的远程服务产生影响，则应提前以书面形式通知卖方，必要时应与卖方进行协调。这尤其适用于（但不限于）控制硬件/软件的修改、使用的变更、机器环境的变更、网络配置的变更、第三方的转换以及访问数据。

4.3 Duty to cooperate in the provision of assistance 提供协助的合作义务

When identifying, isolating, reporting and describing faults, the Customer must follow the instructions provided by the Seller. If necessary, the Customer must use checklists from the Seller. The Customer shall provide technically and linguistically trained personnel for the remote service. In the event of error messages and questions, the Customer shall - if there are any ambiguities - provide the Seller with additional information and documents.

在识别、隔离、报告和描述故障时，客户必须遵循卖方提供的指示。如有必要，客户必须使用卖方提供的核对表。客户应为远程服务提供经过技术和语言培训的人员。在出现错误信息和问题时，如果有任何不明确之处，客户应向卖方提供补充信息和文件。

4.4 Care for safety/supervision 注意安全/监督

The Customer must observe the safety information in the operating instructions for the system as well as the relevant national and international laws, (industry) standards and directives. In cases where the remote service or the services to be performed by the Seller may lead to a risk to persons and property, the Customer shall, for reasons of supervisory duty, provide feedback to the Seller to the effect that the intended measures can be performed without risk. Insofar as such feedback cannot be provided on site for each system, reliable protection against personal injury and property damage must be provided by the Customer. In particular, the Customer shall ensure by means of appropriate barriers, protective devices and warning notices that no persons are endangered on its premises in connection with the performance of the services.

客户必须遵守系统操作说明书中的安全信息以及相关的国内和国际法律、（行业）标准和指令。在远程服务或卖方提供的服务可能对人身和财产造成危险的情况下，客户应出于监督义务的原因，向卖方提供反馈信息，说明预期措施可以在没有危险的情况下执行。如果无法在现场为每个系统提供此类反馈，则客户必须提供可靠的人身伤害和财产损失保护。特别是，客户应通过适当的障碍物、保护装置和警告告示，确保在其场所内不会发生与执行服务有关的人身伤害。