

**General:** The following conditions apply in addition and – insofar as is expressly noted in the following – in deviation to the general terms of sale and delivery (hereinafter referred to as GTD) to contracts for the delivery of one or more machines:

### 1 Quotes and contract conclusion

The following applies as a supplement to Clause 3 of the GTD: Our quotes are without obligation. This includes performance details for new designs that are based on theoretical calculations.

An order is not considered as accepted until it has been confirmed by us in writing. Changes, additions and the like must be confirmed in writing. The confirmation of the order is decisive with regard to the scope and implementation of delivery. Services that are not included in the confirmation of the order will be charged separately.

### 2 Price

The following applies as a supplement to Clause 4 of the GTD: The supplier reserves the right to adjust the price if a change in wage rates or the cost of materials occurs between the time the quote is issued and the contractual time of delivery. Price changes will be implemented in accordance with the VSM gliding price scale.

### 3 Packaging

The following applies as a supplement to Clause 7 of the GTD: Packaging will be charged as per the quote. Weights and box dimensions are stated as accurately as possible but without obligation.

### 4 Transport and insurance

The following applies as a supplement to Clause 7 of the GTD: Particular requests concerning shipping and insurance must be communicated to the supplier in good time. The client must lodge any complaints relating to shipping with the last forwarding agent on receipt of the shipment or freight documents.

The client is solely responsible for insurance against all types of damage. Insurance cover is obtained at the expense and risk of the client, even if the contract is concluded by the supplier.

### 5 Delivery period

The following applies instead of Clause 6 of the GTD: The delivery period starts as soon as the contract has been concluded, all official formalities such as conditions of import and payment have been clarified, the payments and any securities required in conjunction with order placement have been provided and the main technical issues have been clarified. Compliance with the delivery period is considered as fulfilled when delivery to the plant is completed.

The delivery period will be extended:

- If information required by the supplier to implement the order is not provided in good time or if the client changes the information retrospectively, thus causing a delay;
- In the event of impeding circumstances that are beyond the supplier's sphere of influence, regardless of whether they occur at the supplier, the client or a third party. For instance: epidemics, mobilisation, war, unrest, major operating disruptions, accidents, labour conflicts, delayed or incorrect delivery of required raw materials, semi-finished or finished products, rejection of important components, official measures, events of nature;
- If the client is delayed in the execution of work he has to carry out or is in default of his contractual obligations, in particular if he fails to comply with the terms of payment.

Any contractual penalty for late delivery must be agreed separately in writing. It can only be enforced if the supplier is demonstrably responsible for the delay and the client can demonstrate the damage suffered as a result. A claim to a contractual penalty becomes void if the supplier provides remedial assistance in the form of a replacement delivery.

Any contractual penalty shall at the most amount to ¼ of a percent for each full week of delay, but in total shall not exceed 5% of the contractual value of the delayed component of delivery. The first two weeks of delay in delivery periods exceeding five months shall not give rise to a claim for payment of a contractual penalty.

The client has no claim to compensation or cancellation of contract on account of delayed delivery.

**概述:** 如供货内容是一台或多台机器, 则除了一般供货及支付条款 (以下称 ALB) 外还适用下列补充条款, 若两条款内容有不同且下文明确注明则以下列条款为准:

### 1 报价及签约

对 ALB 第 3 点补充下列内容: 我们的报价是无约束力的。所要履行工作的说明 (新设计以理论计算为基础) 也包含在内。

订单只有得到我们的书面确认后才有有效。内容的修改和补充需要书面确认。供货的范围和规格以订单确认里的内容为准。内容里不包括的服务会另外计费。

### 2 价格

对 ALB 第 4 点补充下列内容: 如在报价到合约规定的供货时间内工资水平和材料价格发生了变化, 供应商保留调整价格的权利。价格调整根据瑞士机械工业协会 (VSM) 的浮动定价公式来进行。

### 3 包装

对 ALB 第 7 点补充下列内容: 包装根据报价收费。重量以及包装尺寸会尽可能精确地给出, 但没有约束力。

### 4 运输及保险

对 ALB 第 7 点补充下列内容: 若对运输和保险有特别要求须及时告知供应商。若客户要对运输投诉则需在收到货物或运输文件时立即告知最后的承运者。

针对任一种类损坏的保险均由客户自行投保。即使保险协议是由供应商签署的, 费用和风险也由客户承担。

### 5 供货期

下列条款代替 ALB 的第 6 点: 供货期从签署合约、收到所有官方文件如进口和支付条件、完成下单时应支付的货款和可能的担保, 以及解决了所有重要的技术问题开始计算。当供货期到期时货品在工厂里已生产完毕则视为遵守供货期。供货期可酌情延长:

- 供应商所需的规格信息没有及时送达或客户事后修改信息并因此造成供货延迟;
- 如供应商遭遇不可抗力, 不论是由供应商、客户还是第三方引起的。不可抗力包括例如流行病、战时动员、战争、暴乱、严重的运行故障、事故、劳务纠纷、所需的原材料、半成品和成品未能及时送达或有质量问题、重要部件拒收、官方措施、自然灾害;
- 客户没有及时履行应尽的职责或合约里所列的责任, 特别是支付条件。

延迟供货的违约金需另行书面协议。只有证明是因供应商的责任引起的供货延迟且客户因此遭受了损失时违约金才生效。如客户因收到补偿供货解决了问题, 则要求违约金的权利失效。

若有违约金, 则每延迟一周最高不能超过延迟交货部分合约价格的 0.25%, 总共不能超过 5%。若供货期超过五个月, 则前两周的延迟无权要求违约金。

客户无权因供货延迟要求赔偿金或解除合同。

### 6 Delivery inspection and acceptance

The following applies as a supplement to the GTD: The supplier shall inspect the items of delivery during the manufacturing process to the customary extent. Any additional inspections required by the client must be agreed in writing and paid for by the client.

The client shall inspect the delivered items within a reasonable period and inform the supplier in writing of any deficiencies. The delivery is considered as accepted if the client fails to comply with this stipulation. Acceptance inspections required by the client must be agreed in writing. If the acceptance inspections cannot be carried out for reasons for which the supplier is not responsible, the properties to be ascertained by the inspections shall be considered as extant.

The client shall immediately grant the supplier an opportunity to remedy any deficiencies if the acceptance inspection proves the delivery to be non-compliant with the contractual agreement.

All further claims of the client on account of deficient delivery, in particular for compensation and cancellation of contract, are excluded.

### 7 Sample material

The following applies as a supplement to the GTD: The design of tools depends largely on the properties of the material to be used. The client shall therefore provide us with an adequate amount free of charge for experimentation. If the client is unable to do so, we shall obtain the material ourselves and charge it to the client at cost price.

### 8 Assembly

The following applies as a supplement to the GTD: The client is responsible for assembly unless a separate agreement is reached.

### 9 Liability for defects

The following applies as a supplement to Clauses 10.4, 10.5, 10.6, 10.7, 10.8, 10.9 and 10.11 of the GTD: The supplier undertakes to replace or rectify at his discretion all components that are demonstrably rendered deficient or unusable due to defective materials, design errors or bad workmanship as soon as possible on receipt of a written request from the client. Replaced parts will become the property of the supplier.

The supplier shall bear only those costs arising from the repair or replacement of the deficient components at his workshop. The client shall bear all of the ensuing additional costs in the event the deficient components cannot be repaired or rectified at the supplier's workshop for reasons for which the supplier is not responsible.

The following applies instead of Clause 10.10 of the GTD: All further claims of the client on account of deficient delivery, in particular for compensation and cancellation of contract, are excluded.

The following applies as a supplement to Clause 10 of the GTD: The following are excluded from liability for defects: damage as a result of natural wear and tear, insufficient maintenance, non-compliance with operating instructions, excessive use, unsuitable operating resources, chemical or electrolytic influences, deficient manufacturing or assembly work not carried out by the supplier and any other reason for which the supplier is not responsible. A liability claim for defects shall become void if the client or a third party makes changes or repairs to the delivered items without the supplier's written consent, unless the client is entitled to do so by law or due to a contractual agreement. Furthermore, a liability claim shall become void if the client fails to immediately implement adequate measures to limit the extent of damage and the supplier is unable to remedy the defect.

### 10 Technical documents

The following applies instead of Clause 3.3 of the GTD: Technical documents such as drawings, descriptions, illustrations and similar are approximations; the supplier retains the right to implement any changes he deems necessary.

All technical documents shall remain the intellectual property of the supplier and may not be copied, reproduced or brought to the attention of third parties in any form or used for the purpose of manufacturing the item or any of its components. They may be used for maintenance and operation if marked as intended for the purpose by the supplier.

### 6 供货验收

对 ALB 补充下列内容: 按照常规情况供应商在生产过程中会检验供货。如客户需要其它检验, 则需进行书面约定且由客户承担费用。

客户应在合理的期限内对供货进行检验, 若有任何问题应立即书面通知供应商。若客户没有这样做, 则视为接受供货。如客户希望做验收, 则需进行书面约定。若验收由于非供应商的原因无法在约定的期限内完成, 则视为验收合格。

如收货时发现供货与合约不符, 客户应立即给予供应商尽快修正问题的机会。

客户无权应供货缺陷要求其它权利, 特别是要求赔偿金以及解除合同。

### 7 试验材料

对 ALB 补充下列内容: 模具的设计取决于所用材料的属性。因此我们需要足够的免费材料来试验。若无法提供, 我们可以采购所需的材料并将其计入入总成本中。

### 8 安装

对 ALB 补充下列内容: 如无特别协议, 安装由客户自行进行。

### 9 对缺陷的责任

对 ALB 的第 10.4、10.5、10.6、10.7、10.8、10.9 和 10.11 点补充下列内容: 供应商承诺根据订购者的书面要求对所有能被证明因材料质量、设计失误或制作缺陷导致损坏或不可用的部件尽快进行修正或替换。被替换部件是供应商的财产。

供应商只承担在他的工厂里维修或替换损坏部件引发的成本。如损坏部件因不是供应商的原因无法在其工厂里进行修理或替换, 所有因此引发的多余成本由客户承担。

下列条款代替 ALB 的第 10 点: 因自然磨损、不正确的养护、不遵守运行规定、过度使用、不合适的生产资料、化学或电路影响、不是由供应商进行的不当安装或其它非供应商责任引起的缺陷不包含在缺陷责任范围内。若客户或第三方在没有得到供应商书面允许的情况下进行改动或维修, 要求缺陷责任的权利失效, 除非客户因法律或合约协议有权这样做。此外如果客户没有立即采取措施防止缺陷进一步扩大以便让供应商排除缺陷, 对于缺陷责任的要求权利也失效。

### 10 技术文件

下列条款代替 ALB 的第 3.3 点: 技术文件如图纸、说明、绘图等只是大概的标准。供应商保留进行必要修改的权利。

所有技术文件都是供应商的知识产权, 禁止复制、拷贝或以任何形式知会第三方或用于生产零件和部件。由供应商进行相应标注的内容可用于维修和操作。

若不下订单, 报价里的技术文件应立即返还。

Technical documents provided with quotes that do not result in an order must be returned without delay.

### 11 Regulations at the place of destination

The following applies as a supplement to the GTD: The client is obliged to inform the supplier of any statutory or official regulations or other requirements that apply to the execution of delivery, assembly and operation and to the prevention of illness and accidents.

### 12 Place of fulfilment and jurisdiction; applicable law

The following applies instead of Clauses 15.1, 15.2, 15.3, 15.4 and 15.5 of the GTD: The supplier's place of business is the place of fulfilment and jurisdiction for both the supplier and the client. The legal relationship is subject to German law. This also applies to legal relationships with contract partners whose place of business is located in Switzerland.

### 11 目的地的法律法规

对 ALB 补充下列内容: 客户应通知供应商涉及供货、安装、运行以及疾病、事故预防方面的法律、官方和其它条款。

### 12 履行地点、管辖法院及适用法律

下列条款代替 ALB 的第 15.1、15.2、15.3、15.4 和 15.5 点: 客户和供应商的履行地点、管辖法院在供应商所在地。法律关系受德国法律管辖。此条例也适用于与位于瑞士的合约伙伴之间的法律关系。