

## TERMS AND CONDITIONS OF SALE (China) 销售条款与条件

VERSION 10/2017  
2017年10月版

### 1. Scope 范围

The General Conditions of Sale in their current or future edition shall apply to each and any transaction whatsoever between SFC KOENIG AG and its customers. SFC KOENIG accepts no further commitments and obligations with the exception of those covered by its prior express written consent. Such a consent shall not go beyond the particular transaction for which it was given. Any of SFC KOENIG customers' terms different from or additional to SFC KOENIG General Conditions of Sale shall not apply without SFC KOENIG express consent.

销售通用条款的现行版本及其将来版本应适用于孔瑞格与客户的所有交易。孔瑞格不承担任何其他承诺和义务，经孔瑞格事先书面同意的除外。该等同意应仅限于其针对的特定交易。未经孔瑞格明确同意，任何客户的与孔瑞格销售通用条款不同的或额外的条款不应适用。

### 2. Formation and Modification of Contract 合同的成立与修改

All offers are made by SFC KOENIG without any commitment or engagement whatsoever.

Orders which have neither been confirmed in writing nor invoiced by SFC KOENIG shall not be deemed accepted by SFC KOENIG. Any modification of or addition to an accepted order shall not apply unless confirmed by SFC KOENIG in writing. 孔瑞格作出的要约不含任何承诺或约定。

未经孔瑞格书面确认且开票的订单，不应视为孔瑞格接受的订单。对已接受订单的任何修改或附加条款不应适用，除非经孔瑞格书面确认的。

### 3. Price 价格

All prices invoiced or confirmed by SFC KOENIG shall not bind SFC KOENIG with regard to eventual excess deliveries, short deliveries or supplementary orders. SFC KOENIG reserves the right to charge increased prices in case of excess deliveries, short deliveries or supplementary orders.

经孔瑞格开票或确认的价格不应适用于最终超额交付、交货短缺或增补订单，对孔瑞格没有约束力。孔瑞格保留在超额交付、交货短缺或增补订单情形下收取价格上涨价款的权利。

All prices confirmed by SFC KOENIG are based on the market conditions, terms of trade and currency exchange conditions known to SFC KOENIG on the day of confirmation. In case that deteriorated terms of trade, currency exchange conditions or market conditions affect the prices before shipment, SFC KOENIG reserves the right to increase such prices accordingly.

孔瑞格确认的所有价格系基于孔瑞格确认当天已知悉的市场条件、交易条款或汇率条件。如在运输前交易条款、汇率条件或市场条件恶化影响价格的，孔瑞格保留权利相应地提高价格。

SFC reserves the right to apply minimal invoice amounts, to charge handling costs in case of small orders. All invoices of SFC are payable within due date defined at quotation. If SFC does not receive the full payment within the above payment term, customer will, without being reminded thereof by SFC Suzhou, automatically fall in default upon expiration of such term. If so, SFC Suzhou is entitled to charge 7% interests on arrears plus costs.

孔瑞格保留使用最小开票金额的权利，有权在小额订单的情况下收取操作费用。孔瑞格的所有发票的开票日满足报价中确认的日期规则。如孔瑞格未在上述支付期限内收到全部款项的，无需孔瑞格提醒，客户在该等期限届满后自动构成违约。如客户构成违约的，孔瑞格有权对应付欠款收取7%的利息和成本。

## 4. Delivery Terms

### 交付期限

SFC KOENIG tries to meet the delivery term proposals of its customers whenever possible. However, SFC KOENIG is not able to guarantee any terms of delivery and its respective indications or confirmations are made without commitment. Therefore, delayed deliveries do not trigger any default on the part of SFC KOENIG and its customers are not entitled to rescind the contract or claim damages based on delayed deliveries.

孔瑞格在可能的情况下努力满足客户交期的要求。但是，孔瑞格不能保证任何交期，其各自的表示或确认不含任何承诺。因此，迟延交付不构成孔瑞格违约，客户也无权因迟延交付解除合同或主张赔偿。

## 5. Excess, Short, Part Delivery / Benefit and Risk / Force Majeure

### 超额交付、交货短缺、部分交付 / 收益与风险 / 不可抗力

If Force Majeure affecting SFC KOENIG and/or its suppliers and/or occurring in transit prevents SFC KOENIG partly or wholly from performing its obligations, SFC KOENIG is entitled to cancel the respective orders to that extent without any indemnity. Force Majeure is deemed to be any event or occurrence beyond SFC KOENIG reasonable control, which affects the performance of the contract.

如不可抗力影响孔瑞格和/或其供应商和/或发生在运输途中，导致孔瑞格部分或全部无法履行其义务的，则孔瑞格有权在相应的范围内取消相应订单而无需承担任何赔偿。不可抗力是指任何超出孔瑞格合理控制的且影响合同履行的活动或事件。

SFC KOENIG reserves the right to make technically caused short and excess deliveries of up to 10%. Art. 3, above, applies. SFC KOENIG is in any case whatsoever entitled to discharge its delivery obligation by partial shipments. Benefit and risk shall pass to the customer upon dispatch, that is as soon as the shipment leaves the premises of SFC KOENIG. It is up to the customer to insure the shipment against damages and losses in transit.

孔瑞格保留因技术原因导致10%交货短缺或超额交付的权利，上述第3条适用。孔瑞格在任何情况下有权通过分批交货履行自身交付义务。收益和风险在发运后转移至客户，也就是货物一离开孔瑞格的经营场所收益与风险即转移。客户应投保以防货物在运输途中的损害和损失。

## 6. Warranties and Liability

### 保证与责任

Provided that its products are used in conformity with their intended use, SFC KOENIG exclusively and solely warrants their technical specification as contained in the latest data sheets submitted the customer. Additional data and product specifications are of information value only. Technical specifications and dimensions are subject to changes and are not being updated in the technical data sheets until the next edition. Liability due to incorrect information cannot be accepted. SFC KOENIG recommends the user to make his own tests, also as to long time behavior in order to assess whether or not a certain product is fit for a specific purpose.

如产品按照预期用途使用的，孔瑞格仅仅保证产品的技术规格与孔瑞格向客户提交的最新的数据表包含的规格一致。额外的数据和产品规格仅供参考。技术规格和尺寸受制于修改，且该等修改在下一版的技术数据表中方才会更新。孔瑞格不接受任何因错误信息引起的责任。孔瑞格建议使用者自行测试，同时对长时间的表现进行测试，以评估某种产品是否适合特定的用途

Customer shall notify SFC KOENIG in writing of any apparent defects of the products within 14 days from receipt of the respective shipment. Customer shall notify SFC KOENIG in writing of hidden defects within 7 days from their discovery. SFC KOENIG does not answer for any defect notified later. Any warranty against defects, in particular against hidden defects, including those not yet discovered, expires after 12 months from the receipt of the respective shipment.

如产品有任何明显的缺陷，客户应在收到相应货物后14天内书面通知孔瑞格。就隐藏的缺陷，客户应在发现后7天内书面通知孔瑞格。孔瑞格对客户逾期通知的任何缺陷不承担任何责任。针对缺陷的保证，尤其是针对隐藏缺陷的保证（包括尚未发现的缺陷），在客户收到相应货物满12个月后失效

In case of timely notified defects, SFC KOENIG shall have the right to inspect and examine such defects or damages through its own staff and/or through experts of its choice.

对于客户及时通知的缺陷，孔瑞格应有权指派自己的人员或选择专家检查和测试该等缺陷或损失。

If SFC KOENIG recognizes a timely notified defect which is covered by the warranty as defined in para 1. of this article, SFC KOENIG undertakes to remedy such defect and any damages eventually resulting therefrom exclusively and solely by replacement, repair or credit, in each case up to the invoiced amount as SFC KOENIG thinks appropriate in its sole discretion.

如孔瑞格认可客户及时通知的缺陷系本条第1款保证涵盖的，孔瑞格应对该等缺陷和最终仅因此导致的损害采取补救措施，包括更换、维修或退还款项。在每种情形下以孔瑞格基于自身判断认为适当为准，并以开票金额为上限。

Any further liability of SFC KOENIG is fully and explicitly excluded.

孔瑞格完全且明确排除任何额外责任。

## 7. Exclusion of Warranties and Liability

### 保证与责任的排除

Any warranty or liability originating from the contract or from tort beyond Art. 6 is expressly excluded. In particular, SFC KOENIG does not answer for defects or damages attributable to overcharge or improper storage and/or any other improper or inadequate treatment or use of its products, for defective design (design defects) and/or failure to instruct or warn (warning defects), for any representations, statements, comments or remarks made by SFC KOENIG sales personnel, and for any injury to persons and/or tangible or intangible property attributable to the defects or the use of SFC KOENIG products.

明确排除合同或侵权导致的第6条以外的任何保证或责任。尤其地，孔瑞格不对因过载和/或不当储存和/或任何其他不当或不足处理或使用产品导致的缺陷或损坏承担责任，不对缺陷设计（设计缺陷）和/或未能通知或警告（缺陷警告）承担责任，不对孔瑞格销售人员作出的任何陈述、声明、意见或评论承担责任，且不对因缺陷或使用孔瑞格产品导致的任何人身损害和/或有形的或无形的财产损害承担责任。

In case of defects covered by SFC KOENIG warranty (Art. 6 para. 1), any remedy or claim other than replacement or repair or credit up to the invoiced amount is excluded. Such exclusion applies in particular to any claim for termination of the contract, for price reduction or for any consequential or incidental damages whatsoever. Any claim based on material error is excluded. The responsibility for eventual third party damages and measures to avoid such damages lies with the customer.

孔瑞格保证涵盖的缺陷（第6条第1款），任何超出更换或维修或退还款项（以开票金额为上限）的补救措施或主张均予以排除。该等排除尤其适用于针对合同终止、价格折让或任何间接或偶然损害的主张。任何基于材料错误的主张予以排除。客户应负责最终第三方损害和采取措施避免该等损害。

Defects covered by SFC KOENIG warranty must be discovered and notified within the notification periods set forth in Art. 6 para 2. Defects not so discovered and notified shall be considered to be accepted by the customer, and related rights lapse.

孔瑞格保证涵盖的缺陷须在第6条第2款规定的通知期内发现并通知。未按照约定发现和通知的，应视为客户接受该等缺陷，丧失相关的权利。

## 8. Work Contracts

### 承揽合同

SFC KOENIG General Conditions of Sale shall also apply to work contracts.

孔瑞格销售通用条款也适用于承揽合同。

In case of work contracts, SFC KOENIG is entitled to delegate or assign performance in its sole discretion in whole or in part to any third party.

在承揽合同的情形下，孔瑞格有权自主决定将其合同履行全部或部分委托或分配给任何第三方。

All tools, patterns and other devices produced in connection with a work contract remain the property of SFC KOENIG, regardless of whether SFC KOENIG charges its respective costs or not. All confirmations of orders for work and special executions are based on SFC KOENIG estimated production costs. In case of unforeseeable difficulties arising during the manufacturing process, SFC KOENIG is entitled to charge immediately any costs resulting from its reasonable efforts to surmount such difficulties. If SFC KOENIG is unable to surmount such difficulties other than with unreasonable efforts, it is entitled to invoice any work done and all its expenses and to withdraw from the contract without having to indemnify the customer.

与承揽合同相关的所有工具、模型和其他装置应保持是孔瑞格的财产，无论孔瑞格是否单独收取成本。对于承揽工作以及特殊执行订单的确认均是基于孔瑞格预估的生产成本。如在生产过程中发生不可预见的困难，孔瑞格有权立即收取因做出合理努力克服该等困难产生的任何成本。如孔瑞格通过合理努力未能克服该等困难，孔瑞格有权收取任何完成工作相应的价款和所有的费用，且有权解除合同而无需承担赔偿责任。

## 9. Intellectual Property Rights

### 知识产权

Trademarks, drawings, designs, know-how, projects and corresponding protection rights remain the property of SFC KOENIG. It is not allowed to use, copy or otherwise reproduce them, or to pass them on to or make them otherwise available to third parties without SFC KOENIG prior express written consent.

商标、图纸、设计、专有技术、项目和对应的保护性权利应保持是孔瑞格的财产。未经孔瑞格事先明确书面同意的，不得使用、复制或再制造，不得传递给第三方或以其他方式使第三方可获得。

## 10. Retention of Property

### 所有权保留

Any product delivered by SFC KOENIG remains its property until full payment of the invoiced purchase price is effected and the title to any such product shall only pass to the customer upon full payment of the invoiced purchase price. 孔瑞格交付的所有产品应保持是孔瑞格的财产直至开票价格全额付清，任何该等产品的所有权仅在开票价格全额付清后转移至客户。

## 11. Safety Regulation / Use in accordance with regulations

### 安全法规 / 依规使用

It is the exclusive and sole responsibility of the customer to comply with any applicable safety regulations and to instruct its personnel accordingly.

遵守所有应适用的安全法规并相应地要求其人员系客户单独的责任。

## 12. Prevailing Text

### 文本适用

SFC Suzhou General Conditions of Sale, have been translated into Chinese and English. In case of discrepancies, the Chinese text shall prevail.

孔瑞格苏州销售通用条款，现已翻译成英文和中文。如有歧异，应以中文文本为准。

## 13. Place of Performance and Jurisdiction shall be Suzhou, China. Chinese Law shall apply.

### 履行地和管辖权应属于中国苏州。中国法律应适用。

These General Conditions of Sale must be observed in any case.

本销售通用条款在任何情况下须严格遵守。