

# General Terms and Conditions of Sale, Delivery and Payment

## 一般销售、交付和付款条款与条件

### 1. Scope

#### 范围

- 1.1 All deliveries, services, and quotations ("Deliveries") by FRAENKISCHE Pipe-Systems (Shanghai) Co., Ltd. and FRAENKISCHE Pipe-Systems and Components (ChangShu) Co., Ltd. (together "FRAENKISCHE") all its affiliates in China pursuant to Part 3 Contract, Civil Code of the People's Republic of China in business-to-business transactions are exclusively subject to these General Terms and Conditions of Delivery. They are part of all contracts concluded between FRAENKISCHE and its contractual partners ("Customers") regarding the Deliveries offered by it. They also apply to all future Deliveries to the Customer, even if not agreed separately again. The latest version of these General Terms and Conditions of Delivery applies to existing business relationships. If the Customer's general terms and conditions differ, effected Deliveries will not constitute an acceptance of the Customer's general terms and conditions. In particular, FRAENKISCHE will only be bound to the Customer's general terms and conditions insofar as these are in compliance with the latest version of FRAENKISCHE's General Terms and Conditions of Delivery or if FRAENKISCHE has consented to the Customer's general terms and conditions in writing.

弗兰科希管件系统（上海）有限公司、弗兰科希管件系统（常熟）有限公司（以下并称“FRAENKISCHE”）及其附属在华公司在企业对企业交易中按照中华人民共和国民法典等提供的一切交货、服务和报价（“交付”）专门受一般交付条款与条件约束。上述一般条款与条件为FRAENKISCHE与其合同合作伙伴（“客户”）就其提供的交付签订的所有合同的组成部分，也适用于今后为客户提供的一切交付，即使不再单独约定。本一般交付条款与条件的最新版本适用于现有业务关系。如果客户的一般条款与条件存在差异，实现的交付不表示接受客户的一般条款与条件。尤其，如果该等条款与条件与FRAENKISCHE的一般交付条款与条件最新版本相符或如果FRAENKISCHE已书面同意客户的一般条款与条件，FRAENKISCHE仅受客户的一般条款与条件的约束。

- 1.2 Individual agreements expressly deviating from these General Terms and Conditions of Delivery take precedence. Any additions or amendments to the agreement including these General Terms and Conditions of Delivery must be made in writing to become effective. To satisfy the requirement of the written form, transmission by telefax is sufficient; otherwise, transmission by telecommunication,

especially by e-mail, is not sufficient.

与本一般交付条款与条件明确偏离的个别协议具有优先权。对协议（包括本一般交付条款与条件）的任何增加或修订必须采用书面形式才有效。为了满足书面形式的要求，传真传输即可；另外，不可电信传输，尤其通过电子邮件，

### 2. Orders, Longer-Term Call Orders and Firm Orders

#### 订单、长期的电话订单和确认订单

- 2.1 The legal relationship between FRAENKISCHE and the Customer is solely governed by the written purchase contract, including these General Terms and Conditions of Delivery. It reproduces all understandings concerning the subject matter of the contract between the contracting parties. Oral confirmations by FRAENKISCHE before conclusion of this contract are legally non-binding and oral understandings between the contracting parties are replaced by the written contract unless they explicitly state that they continue to be effective and binding.

FRAENKISCHE 与客户之间的法律关系仅受书面采购合同（包括本一般交付条款与条件的管控，其复制了关于合同各方之间的合同标的物的谅解。签订本合同前，FRAENKISCHE 的口头确认不具备法律约束力，并且合同各方之间的口头谅解被书面合同所取代，除非其明确说明其继续有效和具有约束力。

- 2.2 With regard to longer-term call orders and firm orders, FRAENKISCHE is entitled to procure the material for the entire order and manufacture the total order quantity right away. If the Customer cancels the order or reduces order quantities, FRAENKISCHE will be entitled to supply and charge the order quantity that was scheduled for delivery within four weeks after the order date. The Customer must refund the costs for the primary material destined for the manufacture of products to be delivered within eight weeks that FRAENKISCHE cannot use otherwise. Technical and design deviations from descriptions and information in brochures, catalogs, written documents, and data media as well as model, design, and material changes in the course of technical progress or in the case of changes in the market situation remain reserved without allowing the Customer to derive therefrom any rights against FRAENKISCHE insofar as these products are standard or catalog items of FRAENKISCHE. In particular, FRAENKISCHE is entitled to make reasonable and appropriate changes to products and production processes required for an adaptation to technical conditions that have

changed after contract conclusion. Customary quality tolerances do not constitute a deviation from the contractually agreed performance.

关于长期的电话订单和确认订单，FRAENKISCHE有资格采购整个订单的材料并立即生产总订购量产品。如果客户取消订单或减少订购量，FRAENKISCHE有资格在订单日期后四周内供应并补充计划交货的订购量的产品。FRAENKISCHE不能另外使用的八周内的需求量，客户必须退还要交付的产品生产所用的主要材料的成本。与小册子、目录、书面文件、和数据媒体中说明和信息的技术和设计偏差，以及技术进步过程中或发生市场形势变更的情况下的型号、设计和材料变更仍保留，不允许客户衍生出对FRAENKISCHE的任何权利，其中该等产品为FRAENKISCHE的标准或目录商品。尤其，FRAENKISCHE有资格对产品和生产工艺做出合理的适当变更，以便与合同签订后发生变动的技术条件相匹配。通常的质量公差构成与合同约定性能的偏差。

- 2.3 The Customer will be charged for other additional costs incurred by FRAENKISCHE due to subsequent changes to the order by the Customer. 应向客户收取因客户订单的后续变更造成FRAENKISCHE招致的其他附加费用。

### 3. Contract conclusion

#### 合同签订

- 3.1 The quotations of FRAENKISCHE are subject to confirmation and without obligation. The order on the part of the Customer is considered a binding offer of contract. FRAENKISCHE 报价以确认为准并且不受约束。客户做出的订单被认为是具有约束力的合同要约。
- 3.2 Acceptance by FRAENKISCHE takes place in a written order confirmation or by invoice delivery on the part of FRAENKISCHE. FRAENKISCHE 以书面订单确认书或通过FRAENKISCHE交付发票表示接受订单。

### 4. Prices, Cost Increases, Payments

#### 价格、成本增加、付款

- 4.1 All prices are ex works and apply to the scope of supply and services stated in the respective quotations and/or order confirmations. Additional or special services will be charged separately. Prices are in RMB including the packaging described in the next sentence, plus special packaging described below, plus statutory VAT, for export deliveries plus customs, fees, and other public charges. Packaging includes cardboard packaging, labeling, and foil winding, if required. Further costs (pallets, special packaging) are not included in the price and will be charged separately. 所有价格为出厂价并适用于各报价和/或订单确认书所述的供货与服务范围。附加或特殊服务应单独收费。价格以欧元计量，包括下一句所述的包装，加上下述特殊包装，加上法定增值税，出口货物加上海关税、费用和其他公共收费。包装包括纸板箱包装、贴标签和箔式线圈（如有必要）。更多费用（托盘、特殊包装）不包含在价格内，将单独收取。
- 4.2 FRAENKISCHE is entitled to pass on to the Customer not just insignificant cost increases

(> 5 %) due to the increase in, for example, energy, labor, or procurement costs, especially due to changed exchange rates for raw materials outside of China. Price changes by FRAENKISCHE, also for ongoing orders and calls by the Customer, are to be announced and adjusted four months in advance of the first day of the following month.

FRAENKISCHE应向客户传达因能源、劳动力或采购成本等的增加造成的不显著的成本增加 (>5%)，尤其因欧洲地区之外的原材料的费率变更造成的增加。要在下个月第一天前提前四个月公告和调整FRAENKISCHE更改的价格（也适用于客户的持续订单和电话）。

At the Customer's request, FRAENKISCHE will set out the cost increase as regards content. In the case of a price increase of more than 5 %, the Customer has a right of termination for ongoing contracts with regard to the items stated in this paragraph; the termination must be given notice of within four weeks after announcement of the price increase by FRAENKISCHE. If the Customer is under an obligation to take delivery of items kept in FRAENKISCHE's stock, this obligation will remain unchanged in the event of the Customer's termination. Any quantities already stocked at FRAENKISCHE will be delivered and charged at the contractually agreed prices, taking into account any cost increase.

根据客户要求，FRAENKISCHE将按照内容列出成本增加。如果价格增加超过5%，在本段所列商品方面，客户对正在生效的合同有终止权；客户应在FRAENKISCHE公布价格增加后四周内必须发出终止通知。如果客户有义务接收在FRAENKISCHE存储的商品，该义务在客户终止合同的情况下仍保持有效。应按照合约价格交付FRAENKISCHE已经存货的任何数量的产品和收费，同时考虑成本增加。

- 4.3 FRAENKISCHE's quotations and prices are based on the quantities inquired by the Customer (annual quantities and total demand volumes). If the advised annual sales volume is fallen below considerably by more than 20 %, FRAENKISCHE will have the right – due to the changed basis of the contract – to terminate the period of validity of the offer and price maintenance giving three months' notice to the end of the month. The contracting parties shall then agree on new prices by way of negotiations within the residual term of price maintenance.

FRAENKISCHE 报价和价格以客户询盘的数量为基准（年数量和总要求量）。如果告知的年销售量下降超过20%，FRAENKISCHE有权——因变更的合同基准——在提前三个月发出通知，终止要约和价格保持有效期。合同各方应在余下的价格保持期内，通过谈判约定新价格。

- 4.4 Payments are due within 30 days from invoicing without any deduction. The receipt of the amount on FRAENKISCHE's account is crucial for timely payment.

开发票起30内，到期付款，无任何扣款。FRAENKISCHE收到款项即视为及时付款。

If the Customer does not pay in time according to Section 4.4, default interest of 9 % above the respective base interest rate per year will be charged in addition from the 31st day. 如果客户不按照第4.4条及时付款，应从第31天起按照高出各基准年利率9%收取拖欠利息。FRAENKISCHE is entitled to effect yet outstanding Deliveries against

advance payment or provision of a security only if, after conclusion of the contract, it becomes aware of circumstances suited to considerably reduce the Customer's creditworthiness and which seem to jeopardize the Customer's payment of FRAENKISCHE's accounts receivable from the respective contractual relationship (including other individual orders for which the same framework contract applies).

在签订合同后，FRAENKISCHE有权要求预付款或客户提供担保，进而实现未履行的交付，此情况仅针对FRAENKISCHE意识到客户信誉降低并且影响其根据各合同关系向FRAENKISCHE支付应收账款的情况。

## 5. Delivery, Minimum Order Quantity, Default of Acceptance, Consignment Stock, Passing of Risk

交付、最低订购量、验收违约、寄售库存、风险传递

- 5.1 Deliveries are effected ex works (Incoterms 2020: ex works)  
交付为工厂交货（2020 国际贸易术语：工厂交货）
- 5.2 Decisive for the delivery date is just the order confirmation by FRAENKISCHE. Delivery dates by the Customer will only be binding if FRAENKISCHE has expressly confirmed them as binding in writing. 交付日期取决于 FRAENKISCHE 做出的订单确认。如果 FRAENKISCHE 以书面形式明确确认客户提出的交付日期具有约束力，才有效。
- 5.3 Adherence to agreed delivery dates depends on all documents, necessary permits and approvals to be provided by the Customer being supplied in time and on the Customer's compliance with any other obligations. If these requirements are not met in time, the delivery periods will be extended appropriately; this does not apply if FRAENKISCHE is responsible for the delay.  
遵循约定的交付日期取决于客户在其履行任何其他义务时及时提供的全部文件、必要许可和批准。如果未及时满足这些要求，应适当延长交付期；如果因 FRAENKISCHE 原因造成延迟，本条不适用。
- 5.4 FRAENKISCHE is not liable for impossibility of delivery or delay in delivery insofar as this was caused by force majeure or other events unforeseeable at the time of contract conclusion (for example, interruptions of operations of any kind, difficulties in procuring material or energy, transportation delays, strikes, lawful lockouts, shortage of labor, energy, or raw material, difficulties in procuring necessary official permits, regulatory actions, or non-, incorrect, or not timely delivery by a supplier) for which FRAENKISCHE is not responsible. If such events make delivery considerably more difficult or impossible for FRAENKISCHE and the obstruction is not just temporary, FRAENKISCHE will have the right to withdraw from the contract. In the case of temporary obstructions, the delivery dates will be extended by the period of obstruction plus an appropriate lead time. If acceptance of the Delivery cannot be expected from the Customer because of the delay, the Customer may withdraw from the contract by immediate written declaration to FRAENKISCHE. FRAENKISCHE 不负责因不可抗力或合同签订时其他不可预见的情况（例如：任何类型的中止运营、

采购材料或能源的困难、运输延迟、罢工、依法停业、劳动力、能源或原材料短缺、难以取得必要的官方许可证、监管行动、或供应商错误或不及时交货）造成的不可能交付或交付延迟。如果此类情况对于 FRAENKISCHE 来说更难或更不可能交付并且阻碍不只是临时的，FRAENKISCHE 将有权退出合同。如果是临时阻碍，应将交付日期延迟等于阻碍期加上适当的提前期。如果因延迟客户不能如期交付验收，客户可通过向 FRAENKISCHE 立即发出书面声明退出合同。

- 5.5 If FRAENKISCHE is in default with a Delivery or if Delivery becomes impossible for FRAENKISCHE for whatever reason, FRAENKISCHE's liability will be limited to damages in accordance with Section 7 of these General Terms and Conditions of Delivery. 如果 FRAENKISCHE 未如约交付或者如果因任何原因 FRAENKISCHE 不可能交付，FRAENKISCHE 的责任仅限于按照本一般交付条款与条件的第 7 条的损害赔偿。
- 5.6 Partial deliveries are admissible insofar as they are reasonable for the Customer.  
部分交付是可容许的，只要对于客户来说合理。
- 5.7 The minimum order value for each ordered item is EUR 200.00 net. FRAENKISCHE is entitled to not execute orders by the Customer falling below this minimum order value or to deliver goods of not less than this minimum order value. If FRAENKISCHE's Delivery falls below this minimum order value at the Customer's express written request, FRAENKISCHE will be entitled to charge at least EUR 200.00 net.  
每个订购的商品的最低订单价值净额是 200.00 欧元。FRAENKISCHE 有资格不执行客户所下的低于本最低订单价值的订单或交付不少于本最低订单价值的货物。如果按照客户明确书面要求，FRAENKISCHE 的交付低于最低订单价值，FRAENKISCHE 有资格收取至少 200.00 欧元的净额。
- 5.8 The Customer may not refuse acceptance of Deliveries due to insignificant defects. FRAENKISCHE is not obliged to take back faultless goods.  
客户不可因微不足道（未双方确认的）的缺陷拒绝接受交付。FRAENKISCHE 没有义务取回完好货物。
- 5.9 In the case of default of acceptance or any other culpable breach of duties to cooperate on the part of the Customer, FRAENKISCHE will be entitled to compensation for the resulting damage, including any additional expenditures. Any further claims remain reserved.  
如果因客户原因验收违约或任何其他需要追责的违背配合义务的行为，FRAENKISCHE 有资格享有对造成损害的赔偿，包括任何附加费用。任何进一步请求权仍保留。
- 5.10 If the Customer's default of acceptance leads to a default of delivery, the Customer must reimburse FRAENKISCHE for the storage costs for the duration of the delay. FRAENKISCHE's storage costs are 0.25 % of the invoice amount of the delivery items to be stored per full week. However, FRAENKISCHE is also entitled instead to store the delivery items at a forwarding agent's and charge the Customer for the actual expenditures incurred. The right to claim and prove additional or lower costs remains reserved.  
如果客户验收违约导致交付违约，客户必须偿还 FRAENKISCHE 延迟期间的保管费。FRAENKISCHE 的保管费为每个整周要存放的交付

商品发票金额的 0.25%。然而，FRAENKISCHE 也有资格在货运代理商处存放交付商品，并向客户收取因此产生的实际费用。请求权和证明是更多或更低费用的权利仍保留。

- 5.11 If FRAENKISCHE delivers goods to consignment stocks at the Customer's, these will be regarded as removed in the case of product elimination (the product is eliminated as demand at the Customer's), upon contract termination, or in the event of storage for more than six months, and will have to be paid for. In the case of non-acceptance, FRAENKISCHE will be entitled to scrap the goods at the Customer's expense and charge the Customer for them.
- 如果 FRAENKISCHE 将货物交付至客户寄售库存地，产品清除（在客户场地根据其要求清除产品）时，基于合同终止，或存放超过六个月，客户必须支付货款。如果存在客户不验收的情形，FRAENKISCHE 有权按废品处理货物，客户承担由此产生的费用，并向客户收取相应的费用。

## 6. Warranty, Material Defect

### 保证、材料缺陷

- 6.1 The warranty period is one year or five years in cases in which the delivery item was used for a structure in accordance with its usual manner of use and caused its defectiveness, in each case as of delivery or, if acceptance is required, as of acceptance.
- 如果交付商品按照通常的使用方式被用于建筑物并且导致其有缺陷，保证期是自交付之日起或自验收之日起（如果需要验收）一年或五年。
- 6.2 The delivered items are to be inspected promptly and carefully after delivery to the Customer or to the assigned third party. They will be regarded as approved if FRAENKISCHE does not receive a written notice of defects with regard to obvious defects or other defects detectable in a prompt and careful inspection within seven workdays after delivery of the delivery item or otherwise within seven workdays after discovery of the defect or any earlier point in time at which the defect was detectable for the Customer in the ordinary use of the delivery item without a thorough examination.
- 客户或指定第三方在收到交付商品后应立即及时并仔细进行检查。如果交付后七个工作日内或缺陷发现后七个工作日内或在未经客户彻底检查日常使用交付商品时、可检测到缺陷的较早时间段内，FRAENKISCHE 未收到关于明显缺陷或及时并仔细检查可检测到的其他缺陷的书面通知，则视为批准交付商品。
- 6.3 In the case of material defects of the delivered goods, FRAENKISCHE is first obliged and entitled – at its own choice and within a reasonable period – to rectification or supplementary delivery. In the case of failed rectification – that is, after the second unsuccessful attempt to rectify –, impossibility, unreasonableness, refusal, or undue delay of the rectification or supplementary delivery, the Customer has the right to withdraw from the contract or reduce the purchase price appropriately.
- 如果交付的货物出现重大缺陷，FRAENKISCHE 首先有义务和权利——自行选择并在合理期限内——补救或追加交付。如果未能补救，即第二次试图补救不成功、不可能、不合理、拒绝或无故延迟整改

或追加交付，客户有权退出合同或适当降低购买价格。

- 6.4 If a defect is FRAENKISCHE's fault, the Customer may claim damages under the conditions stated in Section 7.
- 如果缺陷是 FRAENKISCHE 失误造成，客户可按照第 7 条所列条件索赔。
- 6.5 Claims by the Customer due to the expenditures necessary for the subsequent performance, in particular costs for transport, travel, labor, and material, are excluded insofar as the expenditures increase because the delivery item was subsequently transported to a location other than the Customer's premises, unless the transport is in compliance with the proper use of the item.
- 排除客户提出的关于后续履约所需费用的索赔，尤其是交通、差旅、劳动力和材料费用，在此情况下，因为交付商品后来运送到除客户经营场所之外的地点导致费用增加，除非运输符合商品适当使用规定。
- 6.6 FRAENKISCHE is entitled to condition the owed subsequent performance on the Customer effecting the due payments. The Customer may withhold payment to an extent that reasonably reflects the defect. Without prejudice to any further claims by FRAENKISCHE, in the case of an unjustified notice of defects, the Customer is obliged to reimburse FRAENKISCHE for the expenditures for examination and – if requested – rectification.
- 产生到期付款时，FRAENKISCHE 有权根据客户情况决定后续合同履行。客户可在合理反映缺陷的范围内扣压付款。在不影响 FRAENKISCHE 提出任何进一步索赔的情况下，如果客户发出不合理的缺陷通知，那么客户有义务偿还 FRAENKISCHE 检查费用且——如果 FRAENKISCHE 提出要求——客户应进行补救。
- 6.7 Claims based on defects are excluded in the case of a merely insignificant deviation from the agreed quality, an only insignificant impairment of the usability, wear and tear, or any damage occurring after the passing of risk as a result of improper or careless handling, excessive use, unsuitable equipment, or particular external circumstances not anticipated in the contract.
- 缺陷索赔不包含与约定质量出现细微偏差的情况，以及稍微影响使用性的情况、磨损或风险转移后因操作不当或粗心、过度使用、不合适设备或合同中未预期的特殊外部情况造成的任何损坏。
- 6.8 If the defect of the item is attributable to the quality of the material or components used and the Customer prescribed the use of this material or the components used, FRAENKISCHE will be entitled to assign to the Customer claims against the respective supplier. In this case, FRAENKISCHE will be exempt from its direct liability and will be liable like a guarantor if claims against the supplier do not exist or are not legally enforceable due to FRAENKISCHE's fault.
- 如果商品缺陷因所用材料或部件的质量造成并且客户规定使用这种材料或部件，FRAENKISCHE 有资格将客户索赔转移到对应供应商。在此情况下，FRAENKISCHE 被免除承担直接责任，并且如果因 FRAENKISCHE 的错误对供应商的索赔无法实现或无法依法执行，FRAENKISCHE 应承担担保方的义务。
- 6.9 Warranty will not be applicable if the Customer changes the delivery item or has it changed by third parties without FRAENKISCHE's consent and

rectification of the defect thus becomes impossible or unreasonably difficult. In any case, the Customer must bear the additional costs incurred for rectification of the defect caused by this change.

如果未经 FRAENKISCHE 同意，客户或第三方更改交付商品，并且因此缺陷补救不可能实现或变得异常艰难，担保不适用，任何情况下，客户必须承担因此更改造成的缺陷补救招致的附加费用。

- 6.10 The execution of work performed within the framework of the assertion of warranty rights of the Customer does not imply any acknowledgement of the liability on the part of FRAENKISCHE.

在客户主张的担保权利框架内履行工作并不表示 FRAENKISCHE 做出责任的任何确认。

- 6.11 If the Parties have a dispute regarding the existence and/or inexistence of a material defect, an expert arbitrator will decide the controversial subject. The initiation of legal proceedings about the dispute and associated legal claims is only possible after the arbitration opinion is available. The parties shall reach an agreement on the person of the expert arbitrator within two weeks after the written request by one party. If no agreement can be reached within this period, the expert arbitrator will be appointed by the competent Chamber of Commerce and Industry following the written request of one party. The expert arbitrator must be a publicly appointed expert for the relevant area who is independent and impartial.

如果合同各方就实质缺陷存在和/或不存在产生争议，仲裁专家应裁决争议内容。只有在仲裁意见通过后，才可启动关于争议和相关法律索赔的法律程序。合同各方应在一方提出书面要求后两周内就仲裁专家的任命达成一致意见。如果在此期限内未达成一致意见，按照一方提出的书面要求，具有管辖权的工商业联合会将任命仲裁专家。仲裁专家必须是公开任命的相关领域独立而公正的专家。

The arbitration opinion is prepared in writing and is binding for the parties. Each Party has the right to provide the expert arbitrator with a written summary of their view of the dispute for the preparation of the expert opinion within four weeks after the written placement of the order. The expert arbitrator shall hold at least one hearing for the oral discussion of the dispute in which the Parties and their advisors can participate. The costs and expenditures of the expert arbitrator shall be equally borne by both Parties. Own costs arising within the context of the arbitration opinion, e.g., for lawyers, shall be borne by each party themselves.

仲裁意见应形成书面文件，并且对合同各方均具有约束力。书面下单后四周内，各方有权向仲裁专家提供其对争议看法的书面摘要，以便编制专家意见。仲裁专家应至少举行一次争议口头讨论审理，合同各方及其律师可参加该审理。仲裁专家的费用和支出由合同双方平摊。在仲裁意见的范围内产生的各自费用，如律师费，应由各方分别承担。

## 7. Liability for Damages in Case of Fault 错误造成的损害赔偿責任

- 7.1 FRAENKISCHE's liability for damages for whatever legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations, and the act of tort, is limited in accordance with this

Section 7 insofar as these are each subject to a fault.

因任何法律原因（尤其是不可行、延迟、缺陷或错误交付、违约、合同谈判期间违背义务和侵权行为）造成的 FRAENKISCHE 的损害赔偿責任仅限于按照第 7 条，其中该等损害赔偿責任均因错误导致。

- 7.2 In the case of property damage and financial damage caused by negligence, FRAENKISCHE and its vicarious agents are only liable for breach of a fundamental contractual obligation, however, the amount being limited to the damage foreseeable at the time of contract conclusion and typical of this type of contract; fundamental contractual obligations are such the fulfillment of which forms the contract and in which the Customer may trust.

如果疏忽造成的财产损坏和财政损失，FRAENKISCHE 及其代理人仅负责违背基础合同义务，然而，金额仅限于签订合同时以及本类型合同特有的可预见的损坏；基本合同义务为履行构成合同和客户可信任的义务。

- 7.3 Insofar as FRAENKISCHE provides technical information or acts as a consultant and this information or advice is not part of the contractually agreed scope of performance owed by it, this is done free of charge and with the exclusion of any liability.

如果 FRAENKISCHE 提供技术信息或担任顾问，且本信息或建议不是其应履行的合约范围的一部分，本行为免费履行，并且不承担任何责任。

- 7.4 The limitation of FRAENKISCHE's liability in these General Terms and Conditions of Delivery does not apply to willful misconduct or gross negligence, guaranteed characteristics, injury to life, body, or health

本一般交付条款与条件中 FRAENKISCHE 的責任限制不适用于故意渎职或重大过失、受担保的特征、生命、身体或健康伤害。

## 8. Tools

### 工具

- 8.1 Any tools and equipment manufactured for the Delivery, even individual ones, remain the property of FRAENKISCHE, even if the Customer reimburses the production of the tools and equipment completely or proportionately. In this case, the Customer is obliged to share the costs for service, maintenance, and insurance of the tools and equipment at an appropriate rate. If tools and equipment pass into the Customer's or a third party's ownership in accordance with a separate agreement, the tool and/or equipment will nevertheless remain with FRAENKISCHE. FRAENKISCHE has a respective right of ownership unlimited in time. The Customer bears the risk of accidental perishing or accidental deterioration and all costs and measures for maintaining the tool and/or equipment.

为交付生产的任何工具和设备，甚至个人工具和设备，仍归 FRAENKISCHE 所有，即使客户完全或按比例报销工具和设备的生产费用。在此情况下，客户有义务按照适当的比例分摊服务、维护费用和工具保险费。如果按照单独协议将工具和设备的所有权转移给客户或第三方，工具和/或设备仍属于 FRAENKISCHE。FRAENKISCHE 不限时拥有所有

权。客户承担意外老化或意外退化的风险，并且承担工具和/或设备的维护费用和措施。

- 8.2 FRAENKISCHE's obligation to maintain suitable for production the Customer's tools or equipment or tools and equipment paid by the Customer only applies until discontinuation of the serial delivery. In the case of spare parts requirements at the Customer's thereafter, any necessary maintenance of tools and equipment will be effected at the Customer's cost.

仅在批量交付停止前 FRAENKISCHE 才有义务为利于生产而维护客户的工具或设备或客户付款购买的工具和设备。如果后来客户提出备件要求，客户应自行出资对工具和设备进行必要维护。

## 9. Title, Retention of Title

### 所有权、所有权保留

- 9.1 The title of the delivery item remains with FRAENKISCHE until all claims arising from the business relationship due to FRAENKISCHE against the Customer have been satisfied.

在解决完因 FRAENKISCHE 与客户的业务关系产生的所有索赔前，交付商品的所有权仍归 FRAENKISCHE 持有。

- 9.2 The Customer is allowed to process or transform the delivery item ("Processing"). Processing is effected for FRAENKISCHE; however, if the value of FRAENKISCHE's delivery item is lower than the value of the goods not belonging to FRAENKISCHE and/or the Processing, FRAENKISCHE will gain co-ownership of the new items in proportion of the value (gross invoice value) of the processed delivery item to the value of the remaining processed items and/or the Processing at the time of Processing. If, in accordance with the aforesaid provision, FRAENKISCHE does not gain co-ownership of the new items, FRAENKISCHE and the Customer agree that the Customer will grant FRAENKISCHE co-ownership of the new items in proportion of the value (gross invoice value) of FRAENKISCHE's delivery item to the remaining processed items at the time of Processing. The foregoing sentence applies accordingly in the case of inseparable mixing or connection of the delivery item with items not belonging to FRAENKISCHE. If, in accordance with this Section 9 (Retention of Title), FRAENKISCHE gains ownership or co-ownership, the Customer will store the items with the diligence of a prudent businessman.

允许客户加工或改造交付商品（“加工”）。该“加工”同样影响到 FRAENKISCHE；然而，如果 FRAENKISCHE 的交付商品价值低于不属于 FRAENKISCHE 和/或处理的货物的价值，FRAENKISCHE 将按照进行加工的交付商品的价值（发票总价值）与剩余的加工商品和/或正在进行加工品的价值比例取得新商品的共同所有权。如果，按照上述条款，FRAENKISCHE 不取得新商品的共同所有权，FRAENKISCHE 和客户同意客户按照 FRAENKISCHE 交付商品的价值（发票总价值）与处理时剩余的加工商品的价值比例准予 FRAENKISCHE 共同所有权。前一句因此适用于交付商品与不属于 FRAENKISCHE 的商品不可分割地混合或连接的情况。如果，按照第 9 条（所有权保留），FRAENKISCHE 取得所有权或共同所有权，客户将秉持谨慎态度保管商品。

- 9.3 If the delivery item or the new items is/are sold, the Customer herewith assigns to FRAENKISCHE by way of security, without any special notice being required, any claims it might have against its subpurchasers from the resale, including all ancillary rights pertaining thereto. This assignment includes possible outstanding balance claims. However, such an assignment is only valid in the amount that equals the price invoiced by FRAENKISCHE for the delivery item. The proportion of the claim assigned to FRAENKISCHE must be given priority.

如果售出了交付的加工商品或新商品，客户在此通过担保的方式向 FRAENKISCHE 分配其拥有的因转售对其转买人的任何请求权，包括与此相关的一切从属权利，而无需特别通知，本分配包括可能的未清余额请求权。然而，此类分配仅对与 FRAENKISCHE 开具的交付商品发票价格相等的金额有效。分配给 FRAENKISCHE 的索赔请求权比例必须被给予优先考虑。

- 9.4 If the Customer attaches the delivery item or the new items to real property, it assigns to FRAENKISCHE, without any special notice being required, also any claim it might be entitled to for the connection proceeds, in the amount that equals the price invoiced by FRAENKISCHE for the delivery item.

如果客户将交付的加工商品或新商品附属于房地产，其也应向 FRAENKISCHE 分配其可享有的结合收益的任何权利要求，金额等于 FRAENKISCHE 开具的交付商品发票价格，无需特别通知。

- 9.5 Until any notice of revocation, the Customer may collect the outstanding balance claims assigned to FRAENKISCHE in accordance with this Section 9 (Retention of Title). The Customer will immediately transfer any payments made for assigned outstanding balance claims to FRAENKISCHE up to the amount of the secured claims. If there is a legitimate interest, in particular in the case of default in payment, non-payment, institution of insolvency proceedings, bill protest, or reasonable grounds to suspect over-indebtedness or imminent insolvency of the Customer, FRAENKISCHE may revoke the Customer's right to collect outstanding balances. Furthermore, FRAENKISCHE may, after having set a reasonable deadline and threatened to do so, disclose such information regarding assignments by way of security, exploit assigned outstanding balance claims, and require the Customer to disclose any assignments by way of security to its subpurchasers.

直至发出任何撤回通知，客户才可按照第 9 条（所有权保留）收回分配给 FRAENKISCHE 的未清余额请求权。客户应立即将为分配的未清余额请求权支付的任何款项转给 FRAENKISCHE，最多不超过担保债权的金额。如果存在合法利益，尤其是在拖欠付款、不付款、启动破产程序、票据拒付或有合理理由怀疑客户负债过多或濒临破产的情况下，FRAENKISCHE 可撤回客户收回未清余额的权利。而且，在设定合理截止日期以及即将设定合理截止日期后，FRAENKISCHE 可通过担保的方式披露关于分配的此类信息，利用分配的未清余额请求权，并要求客户通过担保的方式向其转买人披露任何分配。

- 9.6 If FRAENKISCHE can substantiate a legitimate interest, the Customer must provide to FRAENKISCHE such information and submit such

documents as are required to assert FRAENKISCHE's rights against the subpurchasers. 如果 FRAENKISCHE 可证实合法利益，客户必须向 FRAENKISCHE 提供此类信息并提交声明 FRAENKISCHE 对转买人的权利所需的此类文件。

- 9.7 As long as FRAENKISCHE retains title to the delivery item, the Customer may not pledge or assign the delivery item as security. The Customer must promptly notify FRAENKISCHE of any attachments, seizures, or other dispositions or interventions by third parties. Resale of the delivery item or the new items is only allowed for resellers within the ordinary course of business and only on condition that payment of the equivalent value of the delivery item is effected to the Customer. Moreover, the Customer must agree with the subpurchaser that title of the delivery item will only pass upon this payment.
- 只要 FRAENKISCHE 保留交付商品的所有权，客户不可将交付商品作为担保物抵押或分配。如有任何扣押、没收、或第三方做出的其他处置或干预，客户必须立即通知 FRAENKISCHE。仅允许转售人在正常业务过程中并且仅在向客户支付等于交付商品价值的金额时转售交付商品或新商品。而且，客户必须与转买人达成一致，只有在此付款后才转移交付商品的所有权。
- 9.8 If the realizable value of all security interests held by FRAENKISCHE exceeds the amount of all secured claims by more than 10 %, FRAENKISCHE will release a corresponding portion of the security interests at the Customer's request. It will be assumed that the conditions mentioned in the previous sentence are met if the estimated value of the interests due to FRAENKISCHE amounts to or exceeds 150 % of the value of the secured claims. FRAENKISCHE may, at its option, decide which security interests to release.
- 如果 FRAENKISCHE 持有的所有担保权益的可变现价值超过所有担保债权金额的 10% 以上，FRAENKISCHE 应按照客户要求释放相应部分的担保权益。满足假定前句提到的条件，如果因 FRAENKISCHE 权益估算价值达到或超过担保债权价值的 150%。FRAENKISCHE 可根据其选择，决定释放哪些担保权益。
- 9.9 If the Customer breaches any of its obligations, in particular in the case of default in payment, FRAENKISCHE will be entitled even without having set a time limit to demand surrender of the delivery item or of the new items and/or – after having set a time limit, if necessary – to withdraw from the contract; the Customer will be obligated to surrender the items. Demanding surrender of the delivery item/new items does not signify FRAENKISCHE's notice of withdrawal from the contract unless this is expressly declared.
- 如果客户违背其任何义务，尤其在付款违约的情况下，FRAENKISCHE 有资格，甚至无需设定期限，要求客户交出交付商品或新商品，且/或——必要时，设定期限后——退出合同；客户有义务交出该等商品。要求放弃交付商品/新商品的权利不表示 FRAENKISCHE 退出合同的通知，除非有明确声明。

## 10. Industrial Property Rights

### 工业产权

- 10.1 FRAENKISCHE reserves the property right in and copyright to all submitted quotes and cost estimates as well as drawings, images, calculations, brochures, catalogs, models, tools, and other documents and aids provided to the Customer. Without FRAENKISCHE's express consent, the Customer must not make these items – neither as such nor as regards content – accessible to third parties, disclose them, use them themselves or through third parties, or reproduce them. At FRAENKISCHE's request, the Customer must completely return these items to FRAENKISCHE and destroy any produced copies when they are no longer required in the normal course of business or if negotiations do not lead to the conclusion of a contract.
- FRAENKISCHE 保留对向客户提供的全部提交的报价和成本估算，以及图纸、图像、计算、小册子、目录、型号、工具和其他文件以及辅助资料的物权和版权。未经 FRAENKISCHE 明确同意，客户不可以制作该等商品——同样，客户不得使第三方查看该等商品、披露该等商品、独自或通过第三方使用该等商品、或复制该等商品。当正常业务过程中不再需要时或者如果谈判后未能签订合同，根据 FRAENKISCHE 的要求，客户必须将该等商品全部退给 FRAENKISCHE 并且销毁产生的任何复印件。
- 10.2 Claims of the Customer are excluded insofar as the Customer is responsible for the infringement of an industrial property right. Claims of the Customer are also excluded insofar as the infringement of an industrial property right is caused by particular Customer specifications or by an application that was not foreseeable for FRAENKISCHE, or because the Customer modified the Delivery or used it in combination with products not supplied by FRAENKISCHE.
- 如果因客户原因造成侵犯工业产权，不包括此类客户索赔。如果因特定的客户规范或 FRAENKISCHE 不可预见的使用造成侵犯工业产权，或因为客户修改交付或与非 FRAENKISCHE 供应的产品结合使用造成侵犯工业产权，也不包括此类客户索赔。
- 10.3 The Customer guarantees that provided goods and services as well as documents provided by the Customer are free of any third-party industrial property rights. The Customer is obliged to indemnify FRAENKISCHE from any claims raised by third parties against FRAENKISCHE due to the aforementioned infringement of industrial property rights and must reimburse FRAENKISCHE for all necessary expenditures in conjunction with such third-party claims. This claim exists regardless of any fault on the part of the Customer. In respect of the delivery item, FRAENKISCHE ensures the freedom of property rights and copyrights of third parties in the respective destination country if the delivery item is used there for the designated use. Every contracting party will immediately inform the other contracting party in writing if claims are enforced against it due to an infringement of such rights.
- 客户保证，提供的货物和服务以及客户提供的文件不含任何第三方的工业产权。如果因上述侵犯工业产权第三方对 FRAENKISCHE 提起任何索赔，客户有义务赔偿 FRAENKISCHE，并且必须偿还

FRAENKISCHE 与此类第三方索赔相关的全部必要支出。无论是否是客户的任何错误造成的，本索赔均存在。关于交付商品，如果交付商品要在另一个国家用于指定用途，FRAENKISCHE 确保在各目的国不存在第三方物权和版权。如果因侵犯此类权利造成索赔，各合同方应立即书面告知另一方。

- 10.4 In case the delivery item infringes an industrial property right or copyright of a third party, FRAENKISCHE will, at its own option and at its own expense, modify or exchange the delivery item such that it no longer infringes any third-party rights, but the delivery item still fulfills the contractually agreed functions, or obtain for the Customer the right of use by concluding a license agreement. If FRAENKISCHE does not manage to do so within a reasonable period, the Customer will be entitled to withdraw from the contract or reduce the purchase price appropriately. Any claims for damages of the Customer are subject to the limitations in Section 7 of these General Terms and Conditions of Delivery. 如果交付商品侵犯第三方工业产权或版权，FRAENKISCHE 应自行选择，独自承担费用修改或交换交付商品，使其不再侵犯任何第三方权利，但交付商品仍能实现合约功能，或通过签订许可协议为客户取得使用权。如果 FRAENKISCHE 在合理期限内不设法实现，客户有资格退出合同或适当降低购买价格。客户的任何损害赔偿权利要求均受本一般交付条款与条件第 7 条中的限制条件约束。
- 10.5 In case products of other manufacturers delivered by FRAENKISCHE infringe rights, FRAENKISCHE will, at its own option, assert its claims against the manufacturers and presuppliers for account of the Customer or assign them to the Customer. In accordance with this Section 10, claims against FRAENKISCHE only exist in these cases if the legal enforcement of the aforesaid claims against the manufacturers and presuppliers was unsuccessful or has no prospect of success, for example, because of insolvency. 如果 FRAENKISCHE 交付的其他生产厂家的产品侵权，FRAENKISCHE 将自行选择向该等生产厂家和预备供应商提起索赔，客户承担由此产生的费用，或者将索赔交给客户执行。按照第 10 条，对 FRAENKISCHE 提起的索赔仅存在于依法执行对上述生产厂家和预备供应商提起的上述索赔不成功或没有成功希望的情况，例如，由于破产导致。

## 11. Spare Parts

### 备件

- 11.1 After discontinuation of the serial delivery, FRAENKISCHE will not be subject to any price maintenance for the delivery of spare parts. The provisions in Sections 4.2 and 4.3 of these General Terms and Conditions of Delivery also apply to spare parts. 批量交付停止后，FRAENKISCHE 可不必对备件交付提供任何价格保持。本一般交付条款与条件的第 4.2 条和第 4.3 条的条款也适用于备件。
- 11.2 If the Customer orders a quantity of spare parts the manufacture of which is economically unreasonable, FRAENKISCHE may reject the spare parts order and offer the Customer the delivery of a quantity of spare parts that can be manufactured economically reasonably; FRAENKISCHE will not be obliged to deliver the

quantity of spare parts the manufacture of which is economically unreasonable according to the Customer's original order. The quantity of spare parts that can be manufactured economically reasonably is not bound to any minimum order value. 如果客户订购的备件数量在生产上不划算，FRAENKISCHE 可拒绝接受此类备件订单并向客户交付可划算生产的数量的备件；FRAENKISCHE 无义务按照客户初始订单交付数量在生产上不划算的备件。生产上划算的备件数量不受任何最低订单价值的约束。

- 11.3 After discontinuation of the serial production, FRAENKISCHE will not be obliged to provide the associated tools.

批量生产停止后，FRAENKISCHE 没有义务提供相关工具。

## 12. Assignment, Set-off, Retention

### 分配、抵消、保留

- 12.1 FRAENKISCHE may assign claims. FRAENKISCHE 可分配请求权。
- 12.2 The Customer may only offset claims against FRAENKISCHE or exercise a right of retention if such claims or rights are acknowledged, legally established, or ready for decision. 如果对 FRAENKISCHE 的请求权或权利经确认、依法设立或待裁决，客户才可抵消此类请求权或行使保留权。

## 13. Final Provisions

### 最后条款

- 13.1 The place of performance for all Deliveries is Jiading, Shanghai, China ;Changshu, Jiangsu, China. 一切交付的履行地是上海嘉定，江苏常熟。
- 13.2 The exclusive place of jurisdiction is Jiading, Shanghai, China and Changshu, Jiangsu, China. FRAENKISCHE is entitled, however, to sue the Customer at its place of general jurisdiction or at any place of performance. 专属管辖地是上海嘉定以及江苏常熟。然而，FRAENKISCHE 有资格在一般管辖地或任何履约地起诉客户。
- 13.3 The law of the People's Republic of China. If the Customer is not domiciled within the People's Republic of China, FRAENKISCHE can also assert the law that applies at the Customer's domicile or the law of the place of performance. 中华人民共和国的法律适用，包括联合国国际货物销售合同条约。如果客户不在中华人民共和国境内，FRAENKISCHE 也可拥护在客户所在地适用的法律或履约地的法律。
- 13.4 These General Terms and Conditions of Delivery remain binding in general even if individual provisions are null and void. 通常来说，即使个别条款宣告无效，本一般交付条款与条件仍具有约束力。
- 13.5 This document is available in English and Chinese language. In case of discrepancies between the two different text versions, the Chinese text shall prevail. 本文件提供英语和中文版本。如果两个文本版本之间存在差异，则以中文文本为准。