

杜克普爱华网站通用使用条件

1. 适用范围

1.1 凡访问和使用杜克普爱华股份公司（下称“DA”）所提供的网站，例如 www.duerkopp-adler.com 或 www.sew24.com（下称“DA 网站”），以及访问和使用 DA 网站上所提供的信息、文档和下载均应排他地受以下使用条款约束，除非 DA 已发布了其他优先特殊规定。用户的不同或相反规定只在 DA 书面认可后方可适用。沉默或者无保留条件的交货或提供服务或者 DA 接受付款都不应被视为认可。

1.2 一旦访问或开始使用 DA 的网站，即表示用户同意并接受当前版本的本《杜克普爱华网站通用使用条件》的适用性。

1.3 对于网络商店 Sew24.com 的交货或服务，应优先适用网络商店 Sew24.com 当前版本的《销售与交付通用条件》。此外，还应适用当前版本的《杜克普爱华网站通用使用条件》。

1.4 一旦下载、设置、安装、复制、使用或以其它方式应用杜克普爱华的软件，即表示用户与杜克普爱华股份公司签署了当前版本的《软件许可使用协议》。此外，还应适用当前版本的《杜克普爱华网站通用使用条件》。

2. DA 网站的内容

DA 在 DA 网站上提供用于调用或下载的广泛综合的信息和服务。所有内容均可作更改，不具有约束性，并且不对其可使用性、完整性、时效性或正确性作出任何保证。DA 明确保留可以在任何时候未经事先通知部分或全部取消对信息的提供，或者对 DA 网站的内容进行临时性或永久性修改、变更或删除的权利。

General Conditions for the Use of Dürkopp Adler's Web Presence

1. Scope

1.1 Any access to and use of the Web Presence offered by Dürkopp Adler Aktiengesellschaft (hereafter “DA”), as e.g. the pages www.duerkopp-adler.com or www.sew24.com (hereafter “DA-Pages”) as well as the information, documentation or downloads provided on the DA-Pages shall be governed exclusively by the following stipulations of use, insofar as DA has not issued prior-ranking conditions. Deviating or opposing stipulations of the user shall only apply if acknowledged by DA in writing. Silence or unreserved performance of supplies and services or acceptance of payment by DA shall not be construed as acknowledgement.

1.2 By accessing or commencing the use of the Web Presence of DA the user agrees to and accepts the validity of these General Conditions for the Use of Dürkopp Adler's Web Presence in their respective current version.

1.3 For supplies and services by Shop Sew24.com the General terms of Sale and Delivery of Shop Sew24.com in their most current version take precedence. The General Conditions for the Use of Dürkopp Adler's Web Presence in their most current version shall be applicable in addition.

1.4 By downloading, configuring, installing, copying, using, or otherwise utilizing Dürkopp Adler Software the user concludes with DA the Software License Agreement of Dürkopp Adler Aktiengesellschaft in its current version. In addition, the General Conditions for the Use of Dürkopp Adler's Web Presence in their most current version shall be applicable.

2. Contents of the DA-Website

DA offers on the DA-Pages comprehensive information and services for calling up or downloading. All offers are subject to change, non-binding and without any warranties as to usability, completeness, timeliness or correctness. DA expressly reserves the right to stop the offer in whole or in part or to change, amend or delete the content of the DA-Pages temporarily or finally at any time without prior notice.

3. 工业产权和知识产权

3.1 所有在 DA 网站上提供的信息、文档、软件、商标、名称及所有其它内容均受到《德国著作权法》、工业产权及其它保护性法律的保护，未经 DA 事先书面许可，不得进行更改、拷贝、复制、出售、出租、使用、补充或以任何其它方式加以使用。用户应严格遵守法律，并且尤其不得删除任何所有权信息、商标和版权标记，或在未经 DA 事先书面批准的情形下对其进行更改。

3.2 DA 力争在其刊登中注意所有所用对象的版权，使用属于自己的对象或无版权的对象。所有在 DA 网站中提及的并且可能受到第三方保护的商标和品牌都无限制地受到相关版权法规定及其相应所有者所有权的保护。

4. 使用权利和限制

4.1 DA 授予用户一项可撤销、非专有和不可转让的个人权利，以使用 DA 网站上通过“下载”键明确标注的或者通过下载商店提供下载的信息和文档，该等使用应限于所约定的范围，若对此无相关约定，则应与 DA 提供和同意下载的既定目的相符。所授予的使用权中明确不包括使用（即使是部分引用）公司名称、公司标识、品牌、图纸、图片或照片，或者受到工业或知识产权保护的的权利，例如发明专利、实用新型专利、外观设计专利、商标，或者 DA 或第三方的其它知识产权。

4.2 尽管在本《杜克普爱华网站通用使用条件》第 4.1 条中授予了有限限制性的使用权，DA 仍然保留对属于其自己的对象的所有权利。未经 DA 明确的书面批准，不得全部或部分（即使是部分引用）制作副本、复制、更改、改编、翻译成其他语言、再现（即使是在电子媒体或数据库中）、拷贝、分发、刊登、修订、逆向编译、分拆、存储、转

3. Industrial and Intellectual Property Rights

3.1 All information, documentation, software, trademarks, names, and all other content provided on the DA-Pages is subject to protection of German Copyright Act, industrial property rights and other protective laws and shall not be changed, copied, reproduced, sold, rented, used, supplemented or used in any other way without the prior written permission of DA. The User shall strictly comply with the law and shall especially not delete ownership information, trademarks and copyright marks or change them without prior written approval of DA.

3.2 For all objects used in publications DA aims at observing the copyright of these objects, to use own objects or to recourse to public domain objects. All trademarks and brands mentioned on the DA-Pages and possibly protected by third parties are without restriction subject to applicable copyright law and the property rights of the respective owners.

4. Rights and Limits of Use

4.1 DA grants the user a revocable, non-exclusive, non-transferable, personal right to use the information and documentation explicitly provided on the DA-Pages as “Download” by way of a Download-button or via the download shop, limited to the extent to which it is agreed or, in case there is no agreement on this point, in accordance with the availability and transfer from DA for the intended purpose. The allowed right of use does explicitly not comprise – even in extracts - the right to use the company name, company logos, brands, drawings, pictures, photographs or legal positions protected by industrial or intellectual property rights such as e.g. patents, utility models, design patents, trademarks or other intellectual property of DA or third parties.

4.2 Notwithstanding the limited right of use granted under section 4.1 of these General Conditions for the Use of Dürkopp Adler’s Web Presence DA reserves all rights in its own objects. A duplication – also in extracts-, a reproduction, alteration, adaption, translation to other languages, rendering (also in electronic media or databases), copying, distribution, publication, modification, decompilation, disassembling, storage, conversion, further

<p>换、进一步开发、再许可、发送或转交与第三方以及用于任何形式的商业性使用。</p> <p>4.3 除了在本《杜克普爱华网站通用使用条件》第 4.1 条中明确授予的使用权外，DA 网站未向用户授予其它任何形式的权利，尤其是，用户未被授予对公司名称、标识、品牌、图纸、图片、照片的任何权利，或者受到工业或知识产权保护的权利，例如发明专利、实用新型专利、外观设计专利、商标，或者 DA 或第三方的其它知识产权，DA 亦无授予该等权利的相应义务。</p> <p>5. 转引和链接</p> <p>5.1 DA 网站中可能包含有连接至第三方网站的转引和链接，DA 对该等网站的设计和 content 不具有任何影响，因此亦不对该等网站及其所包含的内容承担任何责任。DA 不仅不将该等网站或其内容据为己有，而且与所链接的所有网站中的内容明确不存在任何关系。对于非法、有误或不完整的内容，尤其对于因使用或不使用该类所提供的信息而产生的损失，由所链接的网站的提供方承担全部责任。</p> <p>5.2 自其它外部网站设置连接至 DA 网站的超级链接须征得 DA 的事先书面同意。原则上只允许连接至 DA 网站 www.duerkopp-adler.com 首页的链接。禁止框架内的链接和链接到子页面（深层链接）。</p> <p>6. 责任与责任限制</p> <p>6.1 如果信息、文档、软件和下载是由 DA 免费提供，除非属于故意或恶意行为的情形，否则对于所提供的 DA 网站以及信息、文档、软件和下载在所有权和质量方面的瑕疵，尤其是对其时效性、正确性、完整性、无病毒、无第三方产权或版权、可用性/或质量，DA 不予承担任何责任。</p>	<p>development, sub-licensing, forwarding or transfer of the objects to third parties in full or in part is as well as any form of commercial use prohibited without explicit written approval of DA.</p> <p>4.3 Except for the right of use granted in § 4.1 of these General Conditions for the Use of Dürkopp Adler's Web Presence, the user shall be granted no further rights of any type whatsoever by way of the DA-Pages, in particular the user shall not be granted any rights with respect to the company name, logos, brands, drawings, pictures, photograph's or legal positions protected by industrial or intellectual property rights such as e.g. patents, utility models, design patents, trademarks or other intellectual property of DA or third parties, nor shall DA be subject to any corresponding duty to grant such rights.</p> <p>5. References and Links</p> <p>5.1 Insofar as the DA-Pages contains references and links to the websites of third parties DA has no influence on the design and content of these websites and thus shall not be responsible for the websites and the contents therein contained. DA does not make the websites or contents of such websites its own, but expressly dissociate from the contents of all linked websites. The provider of the linked website bears the sole responsibility for illegal, erroneous or incomplete content and, in particular, for damages which result from the use or non-use of provided information of this type.</p> <p>5.2 The placing of hyperlinks from other, external websites to the DA-Pages requires prior written permission of DA. Permission is principally granted only for links referring to the homepage www.duerkopp-adler.com. The linking within frames and the linking to lower sites (deep linking) is prohibited.</p> <p>6. Liability and Limitation of Liability</p> <p>6.1 Insofar as information, documentation, software and downloading is made available by DA free of charge, the liability for defects as to title or defects as to the quality of the offered DA-Pages and the information, documentation, software and downloads, in particular for the timeliness, correctness, completeness, virus-freeness, non-existence of property rights or copyright of third parties, usability and/or quality is - except in cases of wilful acts or</p>
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<p>6.2 DA 有关质量和所有权瑕疵的责任应依据本《杜克普爱华网站通用使用条件》第 6.1 条的规定确定。此外，DA 仅在发生以下情形之一时负有责任：故意违反义务，DA 的法定代表人或 DA 的雇用人员在履行 DA 义务时因重大过失违反义务，故意或因过失对生命、人身或健康造成伤害，欺诈性地隐瞒有关所交付货物的缺陷或对其特性作出的担保的信息，故意或因过失违反重要合同义务，但是，在 (i) 发生轻微过失或者 (ii) 高层管理人员以外的个人发生重大过失时，承担的责任仅限于相关类型合同的可合理预见的损失以及 DA 根据《产品责任法》应对人身伤害或个人用品的财产损失承担责任的范围内。</p> <p>6.3 DA 有效作出担保或承担购置风险必须满足 (i) 明确如是表述，并且 (ii) 采用书面形式。用户与 DA 一致同意，DA 网站上的信息和声明在任何情况下且在任何时间都不构成 DA 作出担保或承担购置风险。</p> <p>6.4 DA 无法保证 DA 网站不存在病毒。在下载任何信息、软件或文档之前，出于自我保护以及为防止病毒进入 DA 网站，用户应采取适当的安全措施，尤其应使用最新的病毒扫描软件排查病毒。</p> <p>6.5 此项规定不改变法律规定的有关举证责任。</p> <p>6.6 DA 对于本《杜克普爱华网站通用使用条件》第 6 条之外的因缔约过失、其它违反义务或侵权而提出的赔偿要求亦不承担责任，无论所提要求属于何种法律性质。</p> <p>7. 终止使用 DA 网站</p>	<p>malice - hereby excluded.</p> <p>6.2 The liability of DA for any defects as to quality and defects as to title shall be determined by the provisions of § 6.1 these General Conditions for the Use of Dürkopp Adler's Web Presence. Other than this DA is only liable in one of the following events: willfull breach of duties, grossly negligent breach of duties by statutory representatives of DA or persons employed by DA in the performance of obligations of DA (Erfüllungsgehilfen), willful or negligent injuries to life, body or health, fraudulent withholding of information about defects or guaranties for the properties of delivered goods, willful or negligent breach of significant contractual duties - however, in cases of (i) simple negligence or (ii) gross negligence by individuals other than executives (leitende Angestellte), limited to the damages reasonably foreseeable for the relevant type of contract and to the extent DA is liable pursuant to the Product Liability Act (Produkthaftungsgesetz) for personal injury or property damage to privately used objects.</p> <p>6.3 Guarantees or procurement risks require, in order to be validly assumed by DA, (i) a specific assumption of risk expressly designated as such and (ii) written form. The user agrees with DA that information and statements on the DA-Pages in no event and at no time constitute a guaranty or the assumption of the procurement risk of DA.</p> <p>6.4 DA cannot warrant that the DA-Pages are virus-free. Before downloading of information, software or documentation the user shall for its own protection as well as to prevent viruses coming onto the DA-Pages use suitable security measures and in particular up-to-date virus scanners.</p> <p>6.5 This regulation does not involve a change of statutory regulations concerning the burden of proof.</p> <p>6.6 Regardless of the legal nature of the asserted, claim, any liability of DA beyond § 6 of these General Conditions for the Use of Dürkopp Adler's Web Presence is also excluded for compensation claims for culpa in contrahendo, for other breaches of obligations or for claims in tort.</p> <p>7. Termination of Use of DA-Website</p>
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<p>DA 有权随时封锁一名用户对 DA 网站的访问，且无需给予任何理由和事先通知。这尤其适用于（但不限于）用户违反其在本《杜克普爱华网站通用使用条件》下的义务或违法相关法律法规规定的情形。</p> <p>8. 受密码保护的区域</p> <p>8.1 DA 网站的部分区域，例如尤其是网站会员登录区域或下载商店，只有注册用户方可访问。仅在进行免费注册后方可访问该等网页。不存在要求 DA 接受任何用户注册的权利。</p> <p>8.2 用户有义务在注册时提供真实完整的数据，若有后续数据变动，应立即通知 DA。用户应确保其能收到发送至其提供给 DA 的电子邮箱地址的电子邮件。</p> <p>8.3 注册完成后，用户会通过电子邮件收到其用户名和密码。用户应在首次登录后将密码修改为仅由其自己知晓的密码。</p> <p>8.4 三次输入错误密码后，受密码保护的区域将被封锁。</p> <p>8.5 用户应负责确保不让第三方获取其用户名和密码的信息。用户对在其用户名和密码之下的所有活动自行负责。如果发现其用户名或密码丢失或二者皆丢失，或者怀疑有第三方获取和/或滥用其用户名和密码，则用户有义务立即通知 DA（IT 部门）对该用户访问进行封锁。</p> <p>8.6 对密码保护区域封锁的解除需由用户向 DA 提出申请方可进行。</p> <p>8.7 DA 随时有权对密码保护区域的访问进行封锁，且无需给予任何理由和事先通知。这尤其适用于（但不限于）当用户发生以下情形时：</p> <ul style="list-style-type: none"> - 注册时提供了虚假数据， - 违反了本《杜克普爱华网站通用使用条 	<p>DA may, at any time, without giving reasons and without prior notification block the access of a user to the DA-Pages. This shall apply in particular, but not only, if the user breaches his duties under these General Conditions for the Use of Dürkopp Adler's Web Presence or violates applicable law.</p> <p>8. Password Protected Areas</p> <p>8.1 Some areas of the DA-Pages as in particular the partner login area or the download shop are reserved to registered users. Access to these pages is possible only after prior free of charge registration. There exists no right to registration by DA.</p> <p>8.2 The user shall provide true and complete data at registration and shall advise DA immediately of subsequent changes of data. The user shall ensure that he receives Emails sent to him under the Email address he provided to DA.</p> <p>8.3 After registration the user shall receive a user name and a password via Email. The user shall exchange the password on first log-in into a password which is only known to him.</p> <p>8.4 Access to the password protected area shall be blocked after inserting the incorrect password three times.</p> <p>8.5 The user shall ensure that third parties are not achieving knowledge of his user name and password. The user shall be liable for all activities taken under his user name and password. If the user becomes aware of the loss of his user name or password or both or the suspicion arises that third parties have gained knowledge and/or abuse the user name and password, the user is obliged to immediately notify DA (department K-IT) in order to arrange for the blocking of his access.</p> <p>8.6 The lifting of a blocking of access to the password protected area is possible only after application by the user to DA.</p> <p>8.7 DA may at any time revoke the access right to the password protected area without prior notification and without giving any reasons. This shall apply in particular, but not limited to, if the user</p> <ul style="list-style-type: none"> - has provided false data for registration, - has breached the General Conditions for the Use of Dürkopp Adler's Web
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<p>件》或未能履行其妥善保管用户名和密码的谨慎义务，</p> <ul style="list-style-type: none"> - 在访问和使用 DA 网站时违反相关法律规定， - 滥用 DA 网站上提供的信息或损坏其功能， - 已有 12 个月未使用 DA 网站， - 丧失偿付能力。 <p>8.8 用户可随时以书面形式要求删除其注册，只要该等删除不违反当前合同关系的适当履行。在此情形下，DA 应将不再需要的该用户的所有用户数据及所有其它个人信息立即删除。</p> <p>9. 最终条款</p> <p>9.1 对本《杜克普爱华网站通用使用条件》的修改或修订或对其任何条款的放弃均须采用书面形式。这也同样适用于对规定此书面形式要求的本条款的撤销、修订或放弃。</p> <p>9.2 本《杜克普爱华网站通用使用条件》以英文和中文两种语言版本订立。若两种语言版本之间存有差异，则以英文版本为准。</p> <p>9.3 本《杜克普爱华网站通用使用条件》应受德意志联邦共和国法律管辖，但其中的法律冲突规则除外。《联合国国际货物销售合同公约》（CISG）在此明确不适用。</p> <p>9.4 用户与我方之间就本《杜克普爱华网站通用使用条件》及其违约、终止、效力或解释所引起的或与此相关的任何争议，应由双方首先尝试通过友好协商予以解决。</p> <p>若未能在一方向对方发出要求开始协商并提及今后可能提交仲裁的通知后30天内通过友好协商解决该等争议，则应按本条款之下列规定最终通过仲裁解决该等争议。争议应提</p>	<p>Presence or his duty of care in relation to the treatment of user name and password,</p> <ul style="list-style-type: none"> - has breached applicable law in accessing or using the DA-Pages, - misuses the information made available on the DA-Pages or affects their functionality, - has not used the DA-Pages for 12 months, or - has become insolvent. <p>8.8 The user may demand the deletion of his registration at any time in writing, insofar as the deletion does not violate the proper performance of current contractual relationships. In such case DA shall delete all user data and all other personal data of the user as soon as they are no longer required.</p> <p>9. Miscellaneous</p> <p>9.1 No amendment or modification to, or waiver of any provision of these General Conditions for the Use of Dürkopp Adler's Web Presence shall in any event be effective unless the same is made in writing. This also applies to the cancellation, amendment, or waiver of this clause requiring written form.</p> <p>9.2 These General Conditions for the Use of Dürkopp Adler's Web Presence shall be executed in both the English and the Chinese language. In the event of any inconsistency between the English and the Chinese version the English version shall prevail.</p> <p>9.3 These General Conditions for the Use of Dürkopp Adler's Web Presence are governed by the laws of the Federal Republic of Germany, under exclusion of the conflict of law rules. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.</p> <p>9.4 Any disputes arising between the user and us out of or in connection with these General Conditions for the Use of Dürkopp Adler's Web Presence, their breach, termination, validity or interpretation, shall in the first instance attempted to be settled through friendly consultations.</p> <p>If the dispute has not been resolved by friendly consultation within 30 days after a notice has</p>
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<p>交中国国际经济贸易仲裁委员会（“CIETAC”）北京分会按提出仲裁申请时有效的仲裁规则予以仲裁解决。仲裁程序应由选定的三（3）名仲裁员按照该仲裁规则根据以下规定进行：</p> <p>(i) 仲裁程序以英文为仲裁语言；</p> <p>(ii) 每一方也可选定一名不在CIETAC仲裁员名册之内的仲裁员；</p> <p>(iii) 所有仲裁员应当英语流利；</p> <p>(iv) 仲裁庭首席仲裁员不得为中国或德国籍公民；</p> <p>(v) 仲裁地在中国北京；</p> <p>(vi) 仲裁费用包括一方合理的费用，例如律师费，应由败诉方按其败诉比例承担。</p> <p>我方与用户在此同意，按本条规定作出的任何仲裁裁决是终局的，对双方均有法律约束力。我方与用户进一步同意，对裁决的败诉方（无论其在何处）或该方财产具有管辖权的任何法院可执行仲裁裁决。</p> <p>9.5 未主张或未全部主张一项权利或者延迟主张一项权利不应视为对该项权利或任何其他权利的放弃。</p> <p>9.6 如果本《杜克普爱华网站通用使用条件》中的任何一项规定无效或变为无效，其他规定不受影响。</p> <p>9.7 DA 声明，我方依据法律规定储存个人数</p>	<p>been served by one Party to the other Party requesting the commencement of consultations and referring to possible future arbitration proceedings, then the dispute shall be finally settled by arbitration in accordance with the following provisions of this clause.</p> <p>The dispute shall be submitted to China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing, for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. Arbitration proceedings shall be held by three (3) arbitrators appointed in accordance with said Rules and in accordance with the following directions:</p> <p>(i) The language of arbitration shall be English;</p> <p>(ii) Each Party is free to nominate arbitrators who are not listed in CIETAC’s panel of arbitrators;</p> <p>(iii) All arbitrators shall be fluent in English;</p> <p>(iv) The presiding arbitrator shall not be of Chinese or German nationality;</p> <p>(v) The venue for arbitration shall be Beijing, Peoples Republic of China;</p> <p>(vi) The costs of arbitration including the Parties reasonable expenses as e.g. lawyers’ fees, shall be borne by the losing Party in the percentage that the Party loses in the arbitration.</p> <p>We and the user hereby agree that any arbitration award rendered in accordance with the provisions of this Article shall be final and binding upon the concerned parties, and we and the user further agree that such award may be enforced by any court having jurisdiction over the party against which the award has been rendered or the assets of such party wherever the same may be located.</p> <p>9.5 Complete or partial failure to assert a right or late assertion of a right shall not be construed as a waiver of this right or any other right.</p> <p>9.6 Should any provision of these General Conditions for the Use of Dürkopp Adler’s Web Presence be or become invalid, this shall not affect the validity of the remaining provisions.</p> <p>9.7 DA draws attention to the fact that personal data are stored in compliance with the statutory</p>
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<p>据，并在业务活动中处理该等数据。用户可访问公司网站 www.duerkopp-adler.com 查阅 DA 的《隐私权政策》。</p> <p>杜克普爱华股份公司 2016 年 5 月版</p>	<p>provisions and are processed in connection with business transactions. The privacy statement of DA can be accessed at www.duerkopp-adler.com.</p> <p>Dürkopp Adler Aktiengesellschaft Status 05/2016</p>
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