

所有我方向中华人民共和国境内的个人、公司和按公法的法律实体以及受公法管辖的特殊资产的供货和服务仅受以下条款和条件的管辖：

一、要约和承诺 / 书面形式

1. 任何供货合同以及任何变更、附属协议和其他协议仅在我方确认后才具有约束力。除非相关条款和条件另有其他规定，否则供货合同以及任何变更、附属协议、关于其终止的声明或其他声明和通知均要求采用书面形式（德国《民法典》第 126b 款）。
2. 购买方在收到我方确认和/或接受所订购的货物或服务时即接受我方的《销售与交付通用条件》。与此通用条件有不同规定的购买方通用条款与条件对我方不具有约束力。该等不同的条款与条件不会通过接受订货或通过其他方式以默许的方式构成合同的组成部分。

二、价格 / 加工费

1. 适用的价格由在交付或履行日适用的价格及折扣，加上相关的法定增值税组成。
2. 若订购数量未达到相关价目表所列的最低起订数量或最低订单价值，我方有权对此项订购收取额外的加工费。

三、交付期 / 延迟 / 部分交付

1. 交付期从(i)订货确认，或(ii)与订货方就生产开始前必须确定的所有事项达成最终协议时

All of our deliveries and services to individuals, companies, legal entities subject to public law or special assets governed by public law in the People's Republic of China are governed exclusively by the following terms and conditions:

I. OFFER AND ACCEPTANCE/ WRITTEN FORM

1. Any delivery contract as well as any changes, ancillary agreements and other agreements become binding only upon confirmation by us. The delivery contract as well as any changes, ancillary agreements, declarations regarding its termination or other declarations and notifications require text form (§ 126b German Civil Code - BGB) to the extent these terms and conditions do not specify otherwise.
2. The purchaser accepts our General Conditions of Sale and Delivery at the time of receipt of our confirmation and/or the acceptance of the ordered goods or services. We are not bound by general terms and conditions of the purchaser that differ from these general conditions. Such deviating terms and conditions do not become part of the contract, either by acceptance of the order or implicitly by another act.

II. PRICES/PROCESSING FEES

1. The applicable prices consist of prices and discounts applicable on the date of delivery or performance plus the relevant statutory value added tax.
2. We have the right to invoice an additional processing fee for an order if quantities do not reach the minimum quantities and/or minimum order value as contained in the relevant price list.

III. DELIVERY TIMES/ DEFAULT/ SCHEDULE TRANSACTIONS

1. Delivery periods begin to run the later of (i) confirmation of the order; and (ii) final agreement regarding all matters that had to be decided prior to start of production.

开始起算，以二者中孰晚者为准。

2. 若在生产中发生不可预见和不可避免的事件或者诸如我方自身运营或我方供应商运营中发生的不可抗力、劳动争议或其它中断以及我方供应商迟延交付等其他障碍，该等情形将使我方有权将交付期间延长，延长的时间等于该等不可抗力事件持续的时间。我方将尽快告知购买方该等情形的开始和结束。

3. 在我方违约且购买方因此遭受损失的范围内，购买方可以要求违约赔偿。针对每一整星期，该等违约赔偿将是全部交付中因迟延而不能如合同所预期的予以使用的那部分价值的百分之零点五（0.5%），但在任何情况下都不应高于该等价值的百分之五（5%）。针对迟延的所有其它权利仅受本通用条款与条件第七条第2款和第3款的管辖。仅在我方对迟延交付负有责任时，购买方才可按照适用的法律规定解除合同。

4. 在我方已经与购买方约定将在明确的期间（“**约定期间**”）内交付特定数量且购买方有权确定具体的交付日期的范围内，购买方必须不迟于该等日期前十二（12）周通知我方期望的交付日期。约定期间届满之后，我方可以针对未要求交付的任何数量的产品向购买方开具发票并交付该等产品。

5. 只要部分交付对于购买方不是不合理的负担，则允许部分交付。

四、包装 / 装运 / 风险转移

2. In case of unforeseen and unavoidable events in the production or other obstacles such as acts of god, labor disputes or other disruptions in our own business or in the business of our suppliers as well as delayed delivery by our suppliers will entitle us to extend the delivery period by a period of time equal to the duration of such force majeure event. We will inform the purchaser of the start and end of such circumstances as soon as possible.

3. To the extent we are in default and the purchaser incurs damages as a result thereof, the purchaser may demand a default compensation. Such default compensation will be for each full week one-half percent (0.5 %) of the value of the part of the total delivery that could not be used as anticipated by the contract as a result of the delay, but in no event more than five percent (5%) of such value. All other rights for delay are governed exclusively by Article VII Sections 2 and 3 hereof. The purchaser may rescind the contract in accordance with the applicable statutory provisions only if we are responsible for the delay of the delivery.

4. To the extent that we have agreed with a purchaser that a particular delivery volume will be delivered within a specified time period ('Agreed Period') and that the purchaser has the right to determine the specific delivery date, the purchaser must notify us of the desired delivery date not less than twelve (12) weeks prior to such date. After the Agreed Period has expired, we may invoice the purchaser for any volume of products with respect to which delivery has not been requested and deliver such products.

5. Partial deliveries are permissible to the extent such partial deliveries are not unreasonably burdensome for the purchaser.

IV. PACKAGING/SHIPPING/TRANSFER OF RISK

1. Delivery is EXW (most recent Incoterms) from a location designated by us, and the method of packaging and the packaging

1. 交付条件为自我方指定的地点工厂交货（按最新《国际贸易术语解释通则》），包装方式和包装材料将由我方自主决定。

2. 托盘、集装箱以及其它可以再使用的包装物仍为我方的财产，购买方必须毫不迟延地将其归还我方的配送中心，我方不承担任何费用。对于可处置的包装物，我方将按原价开具发票，且不会回收该等包装物。

3. 购买方负责快递的额外费用以及小件交付品的邮寄费用。

五、支付

1. 必须在开具发票后立即付款，付款不作任何扣减。

2. 除非因不可归责于购买方的情形未进行支付，否则约定的支付日期一过，购买方即构成支付违约。

3. 不允许以反请求权或对抗权或者以反请求权或对抗权进行抵销为由拒不付款，除非该等反请求权或对抗权是无争议的、已经最终得到司法确定的或者是已经具备决定条件的。

4. 若得知显示购买方资产状况或者购买方财务状况出现恶化的情形，我方有权加速我方所有请求权并促使该等请求权立即到期。

六、所有权保留

1. 我方保留对我方交付的所有货物的所有权，直至因与购买方之间的业务关系而产生的所有

material will be determined by us in our sole discretion.

2. Palettes, containers, and other reusable packaging remains our property and must be returned by the purchaser to our delivery center without undue delay and at no costs to us. We will invoice disposable packaging at cost and will not take back such packaging.

3. The purchaser is responsible for additional costs for express shipping and for the mailing costs for small item deliveries.

V. PAYMENT

1. Payment must be made without deductions immediately upon invoicing.

2. The purchaser is in payment default as soon as the agreed upon payment date has passed unless payment does not take place due to a circumstance for which the purchaser is not responsible.

3. It is not permissible to hold back payments by reason of counter claims or counter rights or to set off with counter claims or counter rights unless such counter claims or counter rights are undisputed, have been finally judicially determined, or are ripe for decision.

4. We are entitled to accelerate all of our claims and cause such claims to become immediately due in case we become aware of circumstances that point to adverse changes in the condition of the purchaser either with respect to the purchaser's assets or with respect to the purchaser's financial condition.

VI. RETENTION OF TITLE

1. We retain title to all goods delivered by us until all claims resulting from the business relationship with the purchaser have been satisfied ('Retained Goods'). In cases of current accounts the retained

请求权得到满足（“保留的货物”）。对于经常帐户，保留的财产被视为对帐目余额的请求权的担保物权。

2. 若保留所有权的货物通过连接或内置成为新物件的一部分，且若该等物件由购买方所有，在此约定：购买方将该新物件的共有所有权转让给我方，并无偿地作为该等物件的受托保管人。我方的共有所有权份额应当按照保留所有权的货物与新物件价值之间的关系予以确定。

3. 购买方在此向我方转让因销售保留所有权的货物而产生的针对其客户的所有请求权。若保留所有权的货物与非为我方所有的其它货物一同销售，购买方则向我方转让因销售而产生的请求权中等于保留所有权的货物发票金额的那部分请求权。若保留所有权的物件只是部分为我方所有且被出售，则转让给我方的因销售而产生的那部分请求权将等于我方在保留所有权的货物中的所有权份额。

4. 我方授予购买方可撤销的授权以索取因进一步销售保留的货物而产生的任何请求权。若有要求，购买方必须将请求权的转让告知其客户，并向我方交付行使我方权利所需的所有信息和文件。

5. 一旦授予我方的担保物权的价值超出受担保的请求权百分之十（10%）以上，我方有义务解除按此超出程度内的该等担保物权。

6. 若保留所有权的物件被扣押或者若我方的权利以任何其它方式受到第三方的不利影响，购买方则必须立即通知我方，不得无故延迟。

7. 在相关的外国强制性法律规定不认可第六条第1款至第6款含义内的所有权保留，但该

property is deemed to be collateral for the claim to the balance of the account.

2. If the goods with respect to which title has been retained become part of a new item by way of connection or is built-in and if such item is owned by the purchaser, it is hereby agreed that the purchaser transfers co-ownership to the new item to us and acts as bailee without compensation for such item. Our co-ownership share shall be determined by the relationship of the value of the goods with respect to which title was retained to the value of the new item.

3. The purchaser hereby assigns to us all claims against its customers that result from the sale of the goods with respect to which title was retained. If the goods with respect to which title was retained are sold together with other goods that are not owned by us, then the purchaser assigns to us such part of the claim resulting from the sale that is equal to the invoiced amount for the goods with respect to which title was retained. If an item with respect to which title was retained is only partially owned by us and is sold, the part of the claim resulting from the sale that is assigned to us will be equal to our percentage of ownership in the goods with respect to which title was retained.

4. We are granting revocable authority to the purchaser to collect any claims resulting from the further sale of the Retained Goods. If requested, the purchaser must notify its customers of the assignment of the claim and deliver to us all information and documents required to enforce our rights.

5. We are obligated to release the collateral to which we are entitled to the extent that the value of such collateral exceeds the claims to be secured by more than ten percent (10%).

6. The purchaser must notify us without undue delay if the items subject to retention of title are attached or if our rights are adversely affected by third parties in any other way.

7. To the extent mandatory legal provisions

等国家的法律制度规定了担保卖方发票项下支付请求权的其它担保形式的范围内，我方在此保留该等权利。购买方有义务与我方合作，配合为保护我方对保留的货物之所有权或替换权可能合理要求实施的所有行动。

七、保证 / 责任限制

1. 按照以下条件适用购买方依据德国《民法典》第437条第1款所享有的法定权利：

a) 按供应的货物因为瑕疵而全部或部分不能使用的程度，我方将自行合理决定选择消除该等瑕疵且不向购买方收取费用，或者交付无瑕疵的货物且不向购买方收取费用（合称为“特定追加履行”）。此外，我方将承担购买方拆卸和装配的直接费用。若直接的拆卸和装配费用是在德国境外产生的，则不存在承担费用的该等义务。若该等费用与所交付的有瑕疵的货物之交付价格之间不存在合理的关系，则该等义务也不存在。所有其它费用将由购买方承担。我方不负责使用期间因自然损耗而产生的损坏。

b) 购买方必须授予我方合理的时间及合理的机会以允许特定追加履行，特定追加履行将由我方根据合理判断予以实施。只有(i)在与操作安全相关的紧急情况下，(ii)为避免不合理的高额损失，或者(iii)当我方在特定追加履行方面违约时，购买方才有权自行实施特定追加履行或者促使第三方实施该等特定追加履行，且在每一种情形下，

of the relevant foreign country do not contemplate a retention of title within the meaning of Article VI 1-6, but such country's legal system provides for other forms of security to secure payment claims for invoices by sellers, we hereby reserve such rights. The purchaser is obligated to cooperate with us with respect to all actions we may reasonably request to be undertaken in order to protect our title or the replacement rights with respect to the retained goods.

VII. WARRANTIES / LIMITATION OF LIABILITY

1. The statutory rights of the purchaser pursuant to § 437, No. 1 German Civil Code (BGB) apply subject to the following conditions:

a. To the extent supplied goods are unusable in whole or in part due to defects we will, in our reasonable discretion, choose to cure the defects at no cost to the purchaser or deliver, at no cost to the purchaser, goods without defects (collectively, 'Supplementary Specific Performance'). In addition we will bear the purchaser's direct costs of disassembly and assembly. Such an obligation to bear the direct disassembly and assembly costs does not exist if the costs are incurred outside of Germany. The obligation also does not exist if there is no reasonable relationship between such costs and the delivery price of the defective delivered goods. All other costs are borne by the purchaser. We are not responsible for damages due to natural wear and tear during the time of use.

b. The purchaser must grant to us a reasonable period of time and reasonable opportunity to permit Supplementary Specific Performance, which Supplementary Specific Performance will be performed by us in our reasonable discretion. The purchaser has the right to perform Supplementary Specific Performance itself or to cause a third party to perform such Supplementary Specific Performance and, in each case, demand reimbursement of the costs associated therewith, only (i) in case of emergency

要求偿付与之相关的费用。发生前一句中所描述的任何事件时，购买方必须立即通知我方。

2. 按照以下条件适用购买方的额外法定权利：

只有在发生下列情形之一时，我方才负有责任，且在每一种情形下，我方的责任限于此类交易中典型的可预见的损害赔偿：

- (1) 故意违反义务；
- (2) 我方的法定代表或我方雇用的人员在履行我方义务时因重大过失违反义务；
- (3) 故意或因过失对生命、人身或健康造成伤害；
- (4) 欺诈性地隐瞒有关所交付货物的属性的瑕疵或保证的信息；
- (5) 故意或因过失违反重大的合同义务，但在高层管理人员以外的个人的(i)简单过失，或(ii)重大过失的情形下，限于相关类型合同的可合理预见的损害赔偿；
- (6) 我方根据德国《产品责任法》应对人身伤害或私人使用物品的财产损失负有责任的范围内。

3. 在此排除我方的责任，除非第三条第 3 款或者第七条第 1 款或第 2 款另有规定。

4. 发现瑕疵后必须立即通知我方，不得无故延迟。必须可使我方得到且保持可使我方得到该等所交付的并已告知存在瑕疵的货物。仅在

relating to operational security, (ii) to avoid unreasonably high damages or (iii) when we are in default with respect to the Supplementary Specific Performance. The purchaser must notify us immediately of an occurrence of any of the events described in the previous sentence.

2. The additional statutory rights of the purchaser apply subject to the following:

We are liable only in one of the following events and in each case our liability is limited to the foreseeable damages that are typically accrued in transactions of this kind:

- (1) Willfull breach of duties
- (2) Grossly negligent breach of duties by our statutory representatives or persons employed by us in the performance of our obligations (Erfüllungsgehilfen);
- (3) Willful or negligent injuries to life, body or health;
- (4) fraudulent withholding of information about defects or guaranties for the properties of delivered goods;
- (5) 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;
- (6) to the extent we are liable pursuant to the Product Liability Act (Produkthaftungsgesetz) for personal injury or property damage to privately used objects.

3. Our liability is hereby excluded unless Article III Section 3 or Article VII Sections 1 or 2 provide otherwise.

4. Defects must be notified to us after discovery without undue delay. The delivered goods with respect to which defects have been notified must be made and kept available to us. We will bear the costs for shipment back to us only if such shipment takes place at our request.

经我方要求而进行回运的情形下，我方才承担该等回运的费用。

5. 购买方应承担举证责任以证明使其有效提出鉴于我方违反义务的索赔权的所有要求均已得到满足。该等举证责任同样适用于我方的故意不当行为或过失。

6. 针对瑕疵的索赔权时效为 12 个月，自所交付货物的交付时起算，除非适用的强制性法律规定更长的时效。

7. 德国《民法典》第 350 款相应适用于法定撤销权。

八、担保 / 采购风险

我方给予担保和承担采购风险必须予以明确并如是表述，并且需采用书面形式以使其具有效力。购买方同意，我方目录、印刷资料、广告宣传册以及其它一般信息中的声明在任何情况下且在任何时间均不构成对采购风险的担保或承担。

九、软件使用

在供货范围包括软件的范围内，我方在此授予购买方一项非独占的且不可转让的许可，以使用与相关交付的物件有关的软件及其附随文件，该等许可限于按照特定交付规定明确的期限。不得将软件与超过一个以上的所交付的物件相关使用。不允许授予再许可。只有在法定许可的范围内（德国《版权法》第 69a 款及以下条款），购买方方可对软件进行复制、修订、翻译或将目标码转换成源代码。未经我方事先书面明确同意，购买方不得消除制造

5. The purchaser bears the burden of proof that all requirements are met for the claims alleging our breach of duty to be valid as asserted by the purchaser. This burden of proof applies also to our willful misconduct or negligence.

6. Claims for defects are subject to a time bar period of 12 months beginning with the delivery of the delivered goods unless applicable mandatory statutory law provides for a longer limitation period.

7. § 350 of the German Civil Code applies mutatis mutandis to statutory rescission rights.

VIII. GUARANTEE/ PROCUREMENT RISK

Guarantees and procurement risks (Beschaffungsrisiko) require, in order to be validly assumed by us, (i) a specific assumption of risk expressly designated as such and (ii) written form. The purchaser agrees with us that statements in our catalogues, printed material, brochures and other general information in no event and at no time constitutes a guaranty or the assumption of the procurement risk.

IX. USE OF SOFTWARE

To the extent the scope of delivery includes software, we hereby grant to the purchaser a non-exclusive, non-transferable license that is limited to a definite time period pursuant to the provisions of the particular delivery, to use the software and its accompanying documentation in connection with the relevant delivered item. The software may not be used in connection with more than one delivered item. The granting of sublicenses is not permitted. The purchaser may reproduce, revise, translate or modify from object code to source code the software only within the statutorily permitted scope (§§ 69a et seq. German Copyright Act -- Urhebergesetz). The purchaser may not remove manufacturer information -- in

商的信息，尤其是版权标签或告示，或者作出任何其它更改。我方保留对软件及其附随文件（包括复制品）的所有其它权利。

十、保密

购买方和我方将对从对方处收到的所有信息予以保密。本保密规定在供货合同终止后继续适用。保密义务不适用于(i)接收方在接收时已经合法获取的且对其无保密义务的信息，或者(ii)接收方此后独立及合法获取的且对其无保密义务的信息，或者(iii)非因双方中任何一方违约而为公众所知或成为公众所知的信息。各方保留对于使对方能够获得的所有文件或其它媒介的所有权和所有的权利。只有在提供该等文件或其他媒介的一方同意的情形下，才可对该等文件或其它媒介进行复制或将其转让给第三方。

十一、其它事项

1. 我方交付发生的地点应被视为履行地。支付履行地应为德国比勒费尔德（Bielefeld）。
2. 除管辖法律冲突的规则之外，合同关系受德意志联邦共和国法律的管辖。《国际货物销售合同公约》（CISG）的应用被明确排除。
3. 购买方与我方之间由供货合同或本《销售和交付通用条件》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。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

particular copyright labels or notices -- or make any other modifications without our prior written express consent. We reserve all other rights to the software and the accompanying documentation, including copies.

X. CONFIDENTIALITY

The purchaser and we will keep confidential all information received from the other party. This confidentiality provisions continues to apply after termination of the delivery contract. The confidentiality obligation does not apply to information that (i) the receiving party had already obtained legitimately at the time of disclosure, provided such information was not subject to a confidentiality obligation or (ii) that the receiving party later obtains independently and legitimately without being obligated to keep such information confidential, or (iii) that is or becomes generally known without any breach of contract by one of the parties. Each party retains title and all rights to all documents or other media made available to the other party. Such documents or other media may be reproduced, replicated or transferred to third parties only with the consent of the party making them available.

XI. MISCELLANEOUS

1. The place where our delivery originates shall be deemed the place of performance. The place of performance for payments shall be Bielefeld, Germany.
2. The contractual relationship is governed by the laws of the Federal Republic of Germany except for the rules governing the conflict of laws. The application of the Convention for the International Sales of Goods (CISG) is expressly excluded.
3. Any disputes arising between the Buyer and us out of or in connection with a purchase contract or these General Conditions of Sale and Delivery, their breach, termination, validity or interpretation, shall in the first instance attempted to be settled through friendly consultations.

仲裁的书面通知后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。

争议应提交中国国际经济贸易仲裁委员会（“仲裁委员会”）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：

- (i) 仲裁程序以英文为仲裁语言；
- (ii) 每一方也可选定一名不在仲裁委员会仲裁员名册之内的仲裁员；
- (iii) 所有仲裁员应当英语流利；
- (iv) 仲裁庭首席仲裁员不得为中国或德国籍公民；
- (v) 仲裁地在中国北京；
- (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。

将任何争议提交仲裁之时及之后，我方与购买方应当继续行使其在供货合同和本《销售与交付通用条件》下的其余相应权利并履行其在供货合同和本《销售与交付通用条件》下的其余相应义务，可能与争议事项直接相关的除外。

我方与购买方在此约定，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。我方与购买方另还约定，对裁决的败诉方

If the dispute has not been resolved by friendly consultation within 30 days after a written notice has 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.

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:

- (i) The language of arbitration shall be English;
- (ii) Each Party is free to nominate arbitrators who are not listed in CIETAC's panel of arbitrators;
- (iii) All arbitrators shall be fluent in English;
- (iv) The presiding arbitrator shall not be of Chinese or German nationality;
- (iv) The venue for arbitration shall be Beijing, Peoples Republic of China;
- (v) 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.

Upon and after the submission of any dispute to arbitration, we and the purchaser shall continue to exercise our remaining respective rights and fulfill our remaining respective obligations under the purchase contract and the General Conditions of Sale and Delivery except insofar as the same may relate directly to the matters in dispute.

We and the purchaser 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 purchaser 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

或该方财产具有管辖权的任何法院可执行仲裁裁决，无论其在何处。

4. 未全部或部分主张源于供货合同的任何权利或迟延主张该等权利不应视为对本权利或任何其它权利的放弃。

5. 若本《销售和交付通用条件》中的一项具体规定无效或失效，其余规定应当保持有效。

6. 请注意：我方在业务交易过程中储存并处理个人数据。我方遵守有关数据隐私的所有法律规定。

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such party wherever the same may be located.

4. The failure to assert, in whole or in part, any rights from this delivery contract or to assert such right belatedly shall not be construed as a waiver of this or any other right.

5. If a specific provision of these General Conditions of Sale and Delivery is or becomes invalid, the remaining provisions shall remain valid.

6. Please note that we store and process personal data in the course of business transactions. All legal regulations concerning data privacy are observed.

Dürkopp Adler Aktiengesellschaft