

General Terms and Conditions of Sale and Delivery for Spare Parts and Accessories

备件和附件销售与交货通用条款和条件

1. Conclusion of Contract

合同的签订

The contract is deemed to have come into effect if the vendor has confirmed acceptance by dispatching the order confirmation. These general terms and conditions of sale and delivery are applicable unless expressly agreed otherwise in writing in the vendor's order confirmation. The purchaser's general terms and conditions of business do not become part of the contract even if the vendor accepts payments by the purchaser and makes deliveries.

如果卖方通过发送订单确认书确认接受，则视为合同生效。除非卖方在订单确认书中另有明确的书面约定，否则本销售和交货通用条款和条件适用。即使卖方接受买方付款并发货，买方的一般商业条款和条件也不成为合同的一部分。

2. Prices

价格

Prices are understood as fixed prices net ex works for packaged delivery, unless specified otherwise in the order confirmation. Prices are only binding for the order acknowledged. Any customs duties, taxes, charges and the like that are levied outside of the vendor's country in connection with the delivery transaction are paid by the purchaser or must be reimbursed to the vendor against appropriate supporting documents if the latter has been obligated to make payments in this respect. Unless otherwise agreed and stipulated accordingly in the order confirmation, all bank charges and shipping expenses are paid by the purchaser.

除非在订单确认书中另有规定，否则价格应理解为带包装于工厂交付的价格。价格仅对已确认的订单具有约束力。在卖方所在国以外征收的与交货交易有关的任何关税、税款、费用和类似费用均由买方支付，如果卖方支付了相关费用，则买方须依据相关证明文件向卖方偿付。除非在订单确认书中另有约定和规定，所有银行手续费和运费均由买方支付。

3. Documents

文件

The documentary material relating to a quotation, such as illustrations, drawings, details of weights and dimensions are only binding if this has been expressly confirmed in writing. Cost estimates, drawings and other documentary material may neither be handed over nor made accessible to third parties. The vendor reserves his rights of ownership and copyright in respect of these documents.

与报价单有关的文件资料，如插图、图纸、重量和尺寸细节，只有在得到明确的书面确认后才具有约束力。成本估算、图纸和其他文件资料不得转交或提供给第三方。卖方保留对这些文件的所有权和版权。

4. Retention of Title

保留所有权

The vendor retains ownership of the item delivered until all obligations to him have been met in full and until he has been released from any and all contingent liabilities.

供应商保留对所交付物品的所有权，直至对其承担的所有义务全部履行完毕以及其不再负有任何及所有或有负债。

5. Passing of Risk

风险转移

Unless expressly stipulated otherwise in the order confirmation, the risk passes to the purchaser when the shipment leaves the plant. Unless otherwise agreed, delivery is made EXW the vendor's registered office in accordance with INCOTERMS, 2023 Edition.

除非订单确认书中另有明确规定，否则风险在货物离开工厂时即转移至买方。除非另有约定，根据《国际贸易术语解释通则》（INCOTERMS）2023 年版的规定，交货地点为卖方注册办事处的交货地（EXW）。

6. Delivery Time

交货时间

6.1 Delivery terms and delivery dates are deemed to be only approximate unless expressly stated otherwise in the order confirmation. The delivery term commences on the date of the order confirmation, but not before clarification of all technical details. All order confirmations are understood to be non-binding, subject to delivery availability.

除非在订单确认书中另有明确说明，否则交货条款和交货日期仅被视为近似值。交货期限从订单确认之日算起，但不早于澄清所有技术细节。所有订单确认均不具有约束力，而需取决于供货情况。

6.2 Furthermore, delivery terms and delivery dates are only binding if the purchaser fulfills his obligations punctually, in particular the agreed terms and conditions of payment and documentary evidence that all government permits have been obtained.

此外，交货条款和交货日期只有在买方准时履行其义务时才具有约束力，特别是约定的付款条款和条件以及已获得所有政府许可的证明文件。

6.3 If delivery is delayed due to a circumstance listed in Clause 11 or an action or omission of the purchaser, the vendor is granted an extension of the delivery term appropriate to the circumstances.

如果由于第 11 条所列的情况或买方的行为或疏忽导致延迟交货，卖方可根据情况适当延长交货期限。

6.4 In the event of delayed delivery, the purchaser has no claim to damages or termination of the contract.

如果延迟交货，买方不得要求赔偿损失或终止合同。

7. Inspection and Acceptance of Delivery and Execution

交货和履行的检查和验收

7.1 The purchaser must inspect the delivery and execution immediately upon receipt and notify the vendor of the nature, content and scope of any complaints in writing within 5 days. If he fails to do this, delivery and execution are deemed to be approved.

买方应在收货后立即检查交付和履行情况，并在 5 天内将任何投诉——明确性质、内容和范围——书面通知卖方。如果买方没有这样做，则视为批准交付和履行。

7.2 The purchaser must notify the forwarder and his own insurer immediately of any shipping damage.

如果出现任何运输损坏，买方必须立即通知货运代理和自己的保险公司。

7.3 Partial deliveries are permitted.

允许部分交货。

- 7.4 If the purchaser does not accept the delivery at the contractually agreed time, he must nevertheless make the payments depending on the date of delivery. The vendor will then arrange for storage of the object of delivery at the purchaser's expense and risk.

如果买方未在合同约定的时间接受交货，则必须根据交货日期支付相应的款项。然后，卖方将安排存放交付货物，费用和 risk 由买方承担。

- 7.5 If the purchaser fails to fulfill his acceptance obligation for any reason, he will be called upon in writing by the vendor to accept delivery within a reasonable period of time. This may be omitted if it is evident from the conduct of the purchaser that such a deadline would prove pointless. The vendor can then rescind the contract in respect of that part of the object of delivery which has not been accepted by simple written notification (without recourse to the courts) and claim compensation from the purchaser for the loss sustained due to non-fulfillment. Subject to evidence of more extensive losses, the loss is deemed to be at least the amount of payments made up to that date, but at least 15% of the value of the order.

如果买方因故未能履行验收义务，卖方将以书面形式要求买方在合理期限内接受交货。如果从买方的行为来看，设置这一期限显然毫无意义，则可以省略。这样，卖方只需发出书面通知（无需诉诸法院），即可解除与未接受交货部分有关的合同，并要求买方赔偿因未履行合同而遭受的损失。在有证据证明损失更为严重的情况下，损失至少应为截至当日的付款金额，但至少应为订单价值的 15%。

8. Payment

付款

- 8.1 Unless otherwise agreed in writing, payments must be made by the purchaser no later than when the goods are ready for dispatch, without any deductions, at the vendor's registered office according to invoicing currency.

除非另有书面约定，否则买方必须在货物准备发运之前，在不扣除任何费用的情况下，根据开票货币向卖方的注册办事处付款。

- 8.2 In the case of partial deliveries corresponding partial payments are due.

在部分交货的情况下，应支付相应的部分款项。

- 8.3 If the purchaser is in arrears with his payments, the vendor can suspend further execution of the contract without limiting his rights, and take back parts already delivered. Default interest at customary bank rates, plus 3%, is charged for payments in arrears.

如果买方拖欠货款，卖方可在不限制其权利的情况下中止执行合同，并收回已交付的部分。对于拖欠的货款，将按银行惯常利率加 3% 收取违约利息。

- 8.4 Even if the purchaser asserts counterclaims, he must meet his obligations toward the vendor in full and is in particular not entitled to offset any counterclaims.

即使买方提出反诉，他也必须全额履行对卖方的义务，尤其无权将其反诉金额与对卖方的应付金额予以抵销。

9. Warranty

保修

- 9.1 The vendor undertakes, subject to the following provisions, to remedy any defect adversely affecting the serviceability of the object of delivery, insofar as it is attributable to a defect in design, material or execution.

在遵守以下规定的前提下，卖方承诺对因设计、材料或执行方面的问题而影响交付物可使用性的任何瑕疵进行补救。

- 9.2 The warranty commences on the date as of which the purchaser has to bear the risk and remains in effect for 6 months.

保修期自买方承担风险之日起开始，有效期为 6 个月。

- 9.3 The same warranty provisions as for the original object of delivery apply to spare parts or repaired parts delivered in terms of the warranty. The warranty period for the remaining parts of the object of delivery is merely extended by the period during which the object of delivery was unavailable to the purchaser as a result of a defect covered by this clause.

与原交付物件相同的保修条款适用于根据保修条款交付的备件或维修件。合同标的其余部件的保修期仅按合同标的因本条款所涵盖的瑕疵而无法向买方提供的期间延长。

- 9.4 The vendor endeavors to remedy the reported defect as quickly as possible, insofar as this is not impossible for him in the cases stated in Clause 11. If the defect does not require repair at the place of installation, the purchaser must forward the defective parts to the vendor at his request for repair or replacement, with the purchaser bearing the cost and risk. The vendor's warranty obligation is deemed to be fulfilled in respect of the defective part if he returns the part, duly repaired, or delivers a replacement part to the purchaser at the latter's expense and risk. Any customs duties and levies are paid by the purchaser.

只要在第 11 条所述情况下并非不可能，卖方应努力尽快修复所报告的瑕疵。如果缺陷不需要在安装地点修理，则买方必须应卖方的要求将有缺陷的部件送交卖方修理或更换，费用和 risk 由买方承担。如果卖方将经过适当修理的部件退还给买方，或将替换部件交付给买方，则视为卖方履行了对有瑕疵部件的保修义务，费用和 risk 由买方承担。任何关税和税费均由买方支付。

- 9.5 The vendor's warranty obligation does not extend to defects attributable to materials supplied by the purchaser or a design specified by him. The warranty lapses in any event if the purchaser does not use original spare parts supplied by Rieter.

供应商的保修义务不包括由买方提供的材料或买方指定的设计造成的缺陷或瑕疵。在任何情况下，如果买方不使用立达提供的原装零配件，则保修失效。

- 9.6 The warranty obligation applies only to defects arising under the operating conditions contractually provided for and in proper use. It does not apply to defects the cause of which has only arisen after the passing of risk. It does not apply in particular to defects attributable to poor maintenance, poor storage or installation by the purchaser, modifications made without the written consent of the vendor, poorly performed repairs by the purchaser or normal wear and tear.

保修义务仅适用于在合同规定的操作条件下和正常使用时出现的瑕疵。它不适用于风险转移后的起因所导致的瑕疵。尤其不适用于因买方维护不善、保管不善或安装不善、未经卖方书面同意而进行的改装、买方维修不善或正常磨损而造成的瑕疵。

- 9.7 The purchaser can in no event assert claims for compensation for losses of any kind which have not arisen on the object of delivery itself, in particular loss of production, loss of use, loss of orders, lost profits and other direct and indirect losses. This disclaimer of liability does not apply to personal injury or damage caused by unlawful intent or gross negligence of the vendor. However, it also applies to unlawful intent or gross negligence by auxiliary personnel and to compensation claims under product liability legislation in the event of faults in the objects of delivery for personal injury or material damage to objects used privately.

在任何情况下，买方均不得就非交付标的本身造成的任何损失，尤其是生产损失、使用损失、订单损失、利润损失以及其他直接和间接损失，主张赔偿。本免责声明不适用于因卖方的非法意图或重大过失而造成的人身伤害或损害。但是，本免责声明也适用于辅助人员的非法意图或重大过失，以及在交付标的出现故障时根据产品责任法对人身伤害或对私人使用的物品造成的或重大损失提出的索赔主张。

10. Exchange

更换

In the context of the exchange program the vendor makes an exchange only against return of the parts in need of repair. In-

house quality inspection decides whether they can be exchanged. Externally faultless and complete parts can be exchanged. All other parts are excluded from exchange.

在更换计划中，供应商只有在退回需要维修的部件后才进行更换。由内部质量检验决定是否可以更换。外观无损的完整部件可以更换。所有其他部件均不在更换之列。

11. Grounds for Relief

可不履行合同的情形

- 11.1 The following circumstances in particular are deemed to be grounds for relief if they arise after the contract has been concluded or hinder its performance.

特别是以下情况，如果在合同签订后出现或妨碍合同履行，则应视为可不履行合同的情形。

- 11.2 Industrial disputes and all circumstances independent of the parties' intentions, such as fire, confiscation, embargo, insurrection, government restrictions, pandemic, epidemic, general lack of supplies, faults in components supplied, restrictions on energy consumption and the like.

劳资纠纷和所有与双方意愿无关的情况，如火灾、征收、禁运、叛乱、政府限制、大流行病、传染病、普遍供应短缺、所供应部件的故障、能源消耗限制等。

- 11.3 A party invoking one of the above mentioned circumstances must notify the other immediately of its occurrence and cessation.

援引上述情形之一的一方必须立即将其发生和停止通知另一方。

- 11.4 The consequences of these circumstances in respect of the dates for the fulfillment of both parties' obligations are set out in Clause 6. If the performance of the contract is impossible for one party due to one of these circumstances, each party is entitled to rescind the contract by simple written notification (without recourse to the courts), if the counterparty has been informed of this in advance. The parties will allocate the costs already accruing for the performance of the contract by amicable agreement. Costs within the meaning of these provisions are deemed to be the reasonable, actual expenses incurred. Each party must ensure that its loss remains strictly limited. If a delivery has already been made to the purchaser, the part of the contract price corresponding to this delivery is deemed to be expenses of the vendor in this case.

第 6 条规定了这些情况对双方履行义务日期的影响。如果一方因上述情形而不可能履行合同，在事先通知对方相关情形的情况下，双方均有权通过简单的书面通知解除合同（无需诉诸法院）。双方将通过友好协商分配合同履行过程中已经产生的费用。本条款所指的费用是指实际发生的合理费用。各方必须确保严格限制其损失。如果已经向买方交付了货物，在这种情况下，与该货物相应的合同价款部分被视为卖方的费用。

12. Termination of Contract

合同终止

Termination of the contract on whatever grounds does not result in the parties' loss of rights that have arisen during the life of the contract up to its termination.

无论以何种理由终止合同，都不会导致一方丧失在合同有效期内直至合同终止前所产生的权利。

13. Data Protection

数据保护

- 13.1 The parties undertake to comply with the provisions of the applicable data protection legislation. Unless agreed otherwise, personal data obtained in connection with the services as set out herein, shall be exclusively used to the extent necessary for the performance of such services.

双方承诺遵守适用的数据保护法律规定。除非另有约定，因本协议所规定的服务而获得的个人数据应仅用于履行此类服务所必需的范围。

- 13.2 For such purpose the vendor may also transmit personal data to companies associated with the vendor in another country.

为此，供应商还可能将个人数据传输给在另一个国家与供应商有关联的公司。

- 13.3 For further information on the processing of personal data by the vendor see the privacy statement on the Rieter website.

有关供应商处理个人数据的详细信息，请参阅立达网站上的隐私声明。

14. Compliance

合规性

The purchaser is aware of the Rieter Code of Conduct (available at www.rieter.com) and applies internally at least same strict standards as set out therein. The purchaser shall not sell, export or re-export, directly or indirectly, to sanctioned countries or for use in sanctioned countries any goods supplied under or in connection with the contract that fall under the scope of applicable export control laws. In case of violation of this provision, the seller is entitled to immediately terminate the contract. The purchaser shall immediately inform the seller about any relevant activities by itself or third parties that could frustrate the purpose of this provision.

买方知晓立达行为准则（可在 www.rieter.com 网站上获取），并在内部至少执行与该准则同等严格的标准。买方不得直接或间接向受制裁国家出售、出口或再出口任何根据合同提供的或与合同有关的、属于适用出口管制法律范围内的货物，或在受制裁国家使用任何根据合同提供的或与合同有关的、属于适用出口管制法律范围内的货物。如果违反本规定，卖方有权立即终止合同。买方应立即向卖方通报其自身或第三方可能妨碍本条款目的实现的任何相关活动。

15. Applicable Law and Jurisdiction

适用法律和管辖权

- 15.1 The supply contract is subject to substantive law in the country of the vendor's registered office. Unless otherwise agreed, the Vienna Convention on the Law of Contracts in the International Sale of Goods is not applied.

供货合同受卖方注册办事处所在国实体法管辖。除非另有约定，否则不适用《维也纳国际货物销售合同法公约》。

- 15.2 The regular courts at the registered office of the vendor have exclusive jurisdiction over all disputes arising from or in connection with the supply contract. Alternatively, the vendor is also entitled to have recourse to the courts at the registered office of the purchaser.

卖方注册地的普通法院对因供货合同引起的或与之有关的所有争议拥有专属管辖权。或者，卖方也有权诉诸买方注册地的法院。

16. Concluding provisions

结论条款

- 16.1 All agreements and legally relevant declarations by the parties to the contract are binding only if made in writing. This also applies to any agreement to waive the requirement for observance of the written form. Declarations only become legally effective when they have been received by the counterparty.

仅合同双方以书面形式做出的协议和相关法律声明才具有约束力。这也适用于任何放弃遵守书面形式要求的协议。声明只有在对方收到后才具有法律效力。

- 16.2 If one or more provisions of the contract prove to be wholly or partly ineffective or invalid, this does not affect the effectiveness and validity of the remaining provisions of the contract. The parties to the contract will replace the ineffective or invalid provision by an effective or valid provision which most closely approximates the legal and financial object of that which has to be replaced.

如果合同中的一个或多个条款被证明全部或部分无效或失效，这并不影响合同其余条款的效力和有效性。合同双方将以最接近被取代条款的法律和财务目标的有效条款取代无效或失效条款。

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