

GENERAL TERMS AND CONDITIONS 一般条款与条件

1. GENERAL 概述

1.1. The contract is concluded with the receipt of the written confirmation from PLATIT Advanced Coating Systems (Shanghai) Co., Ltd., No. 161, Rijing Road, China (Shanghai) PFTZ, Pudong, Shanghai, 200131, China, hereinafter referred to as PLATIT or PLATIT SH that it accepts the order (order acknowledgment). Offers that do not include an acceptance period are non-binding.

收到普拉提先进镀膜设备（上海）有限公司中国（上海）自由贸易试验区日京路161号一层（以下简称为 PLATIT 或 PLATIT SH）的书面确认函，确认其接受订单（订单确认书）之后，签订本合同。不包含接受期限的要约不具有约束力。

1.2. These GENERAL TERMS AND CONDITIONS shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the BUYER which are in contradiction to these General Terms and Conditions shall only be valid if expressly acknowledged by Platit in writing.

如果在标书或订单确认书中声明该等一般条款与条件适用，该等一般条款与条件具有约束力。如果买方规定的条件与该等一般条款与条件相互矛盾，在得到 PLATIT 的明确书面确认之后，买方规定的条件才有效。

1.3. All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically so agreed by the parties.

合同当事人达成的所有协议和法律相关声明必须采用书面形式，否则无效。双方明确同意之后，通过电子媒体传输或记录的声明文本等同于书面声明。

1.4. If any provision of these terms and conditions proves to be wholly or partially ineffective, the contracting parties shall replace this provision by a new agreement as close as possible to their legal and economic success. 若任何条款与条件的规定被证明全部或部分无效，合同当事人应使用新协议替换该规定，以便最大可能地获得其法律和经济上的保障。

1.5. PLATIT commits to act according to its Code of Conduct that can be accessed on our homepage:

https://www.platit.com/media/filer/2023/2023_1113_code_of_conduct.pdf. Suppliers and service partners commit to comply with PLATIT'S Code of Conduct. PLATIT 承诺按照其《行为准则》操作，该准则可在我们的主页 https://www.platit.com/media/filer/2023/2023_1113_code_of_conduct.pdf 上查阅。供应商和服务合作伙伴承诺遵守 PLATIT 的《行为准则》

2. SCOPE OF SUPPLIES AND SERVICES 物资和服务范围

The supplies and services are exhaustively specified in the order acknowledgement and in appendices thereto. PLATIT shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

物资和服务详见订单确认书及其附件的规定。在不增加价格的基础上，PLATIT 有权对以上物资和服务作出任何改进。

3. PLANS AND TECHNICAL DOCUMENTS 平面图和技术文件

3.1. Unless otherwise agreed, brochures and catalogues are not binding. Data in technical documents are only binding if they have been expressly stipulated as such. 除非另有约定，手册和目录不具有约束力。技术文件中的数据得到明确规定之后，才具有约束力。

3.2. Each party retains all rights to plans and technical documents provided to the other. The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over. 各方保留对提供给另一方的平面图和技术文件的一切权利。收到该等文件的一方承认该等权利，且未经另一方的事先书面同意，不得将全部或部分的该等文件提供给任何第三方，也不得将该等文件用于移交文件目的以外的其他目的。

4. REGULATIONS IN FORCE IN THE COUNTRY OF DESTINATION AND SAFETY DEVICES 目的地国家现行法规和安全装置

4.1. The BUYER shall, at the latest when placing the order, draw the attention to PLATIT to the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant, the safety, as well as to the health and safety of personnel. 买方应在下订单前提请 PLATIT 注意当地关于实施供货和服务，以及工厂操作，安全和人员健康，安全的标准和规定。

4.2. Unless otherwise agreed in accordance with Clause 4.1, the supplies and services shall comply with the regulations and standards at PLATIT AG SWITZERLAND place of business. Additional or other safety devices shall be supplied to the extent as having been expressly agreed upon. 除第 4.1 条另有约定外，供货和服务应符合瑞士 PLATIT AG 营业所在地的法规和标准。另有明确约定情形下，其他额外的安全装置按约定的范围内提供。

5. PRICES 价格

5.1. Unless otherwise agreed, all prices shall be deemed to be net ex works PLATIT AG, CH-2545 Selzach or PLATIT a.s, CZ-787 01 Sumpperk, excluding packaging, in freely available Swiss francs without any deductions whatsoever. Any and all additional charges, such as, but not limited to, freight charges insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the BUYER. Likewise, the BUYER shall bear any and all taxes, fees, levies, customs duties and the like as well as the related administrative costs which are levied out of or in connection with the contract or its fulfilment. If such costs, taxes etc. are charged to PLATIT or to persons employed or appointed by PLATIT to perform any of his obligations, they shall be refunded by the BUYER upon presentation of the receipts. 所有价格应为 PLATIT AG 瑞士塞尔撒赫出厂价或 PLATIT a.s 捷克顺佩尔克出厂价，除非另有约定，不包括包装，采用自由兑换的瑞士法郎支付，不得进行任何形式的扣款。一切额外费用，例如，但不限于运费，保险费，出口，过境，进口和其他许可证费用以及认证费用应由买方承担。同样，买方应承担因合

同或其履行而征收的或与之相关的任何和所有税款，费用，征税，关税等以及相关行政费用。如此类费用，税款等由 PLATIT 或其雇佣或指定的人员承担，买方应在出示收据后退还给 PLATIT。

5.2. The prices are adjusted appropriately if:

下列情况下，可对价格进行适当调整：

- the delivery period has been extended for reasons for which the BUYER is responsible, or 由于买方原因，交货期限延长；或
- the nature or scope of the agreed deliveries or services has changed, or 约定的交货或服务的性质或范围发生变更；或
- the material or design has been changed, because the information and / or documents provided by the BUYER did not correspond to the actual conditions or were incomplete 由于买方提供的信息和/或文件与实际情况不符或不完整，导致材料或设计发生变更。

6. TERMS OF PAYMENT 付款条件

6.1. Payments shall be made by the BUYER in accordance with the agreed terms of payment at the domicile of Platit SH, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like within thirty days. Payment shall be deemed to be effected when Swiss francs have been made freely available to PLATIT at PLATIT'S domicile

买方应在三十天内按照约定的条款在 Platit 上海住所付款，不得扣除任何现金折扣、费用、税费、征税、收费、关税等。当瑞士法郎在 PLATIT 公司所在地可供 PLATIT 公司自由使用时，即视为付款生效。

6.2. The dates of payment shall also be observed if transport, delivery, installation, commissioning or taking over of PLATIT or services is delayed or prevented due to reasons beyond PLATIT'S control, or if unimportant parts are missing, or if post-delivery work is to be carried out which does not prevent the supplies from being used. 如因 PLATIT 无法控制的原因导致服务或 PLATIT 的运输、交付、安装、调试或接收延迟或受阻，或存在不重要的部件缺失，或有待交付后进行、但不妨碍供货使用的相关工作等情形，也应按期付款。

6.3. If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the contract, PLATIT shall be entitled to adhere to or to terminate the contract, and shall in both cases be entitled to claim damages. If the BUYER, for any reason whatsoever, is in delay with a further payment, or if PLATIT is seriously concerned that he will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, PLATIT, without being limited in its rights provided for by law, shall be entitled to refuse further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery will have been agreed and until PLATIT will have received satisfactory securities. If such an agreement cannot be reached within a reasonable time, or if PLATIT does not receive adequate securities, PLATIT shall be entitled to terminate the contract and to claim damages. 如果买方未按照合同规定提供预付款或合同约定的担保，PLATIT 公司有权选择继续履行或终止合同，并有权要求买方赔偿损失。如果买方出于任何原因延迟付款，或者 PLATIT



公司严重担心由于合同签订后发生的情况而无法及时、全额收到付款, PLATIT 公司有权拒绝继续履行合同, 并保留待发货的货物, 直至双方就新的付款和交货条款达成一致, 且 PLATIT 公司收到满意的担保。如果在合理的时间内无法达成上述协议, 或者 PLATIT 没有收到足够的担保, PLATIT 有权终止合同并要求赔偿损失。

6.4. For advance payments, no interest shall be refunded.

对于预付款, 不应退还利息。

6.5. If the BUYER does not adhere to the agreed terms of payment, he shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the BUYER'S domicile, but not less than 4 per cent over the current 3-month CHF-SARON target. The right to claim further damages is reserved. 如果买方不遵守约定的付款条件, 买方应支付利息, 无需提醒, 利息自款项到期之日开始计算, 利率按照在买方住所地的现行条款确定, 但不得低于当前三个月瑞士隔夜平均利率再加上百分之四。保留进一步要求索赔的权利。

6.6. The withholding or the deduction of payments due to complaints, disputes or claims of the BUYER that have not been expressly agreed by PLATIT is inadmissible. The BUYER can only set off any counterclaims against payments under this contract if PLATIT has expressly agreed to them in writing. 未经 Platit 明确同意, 不得以买方投诉、争议或索赔为由拒绝付款或扣款。如果 PLATIT 做出书面的明确同意, 买方可以就本合同项下的付款提出反诉。

7. RETENTION OF TITLE 所有权的保留

PLATIT shall remain the owner of all supplies until it has received the full payments in accordance with the contract. PLATIT 应仍然作为所有物资的所有权人, 直至其按照合同收到全款。

The BUYER is obliged to assist in procedures necessary in order to protect the title of PLATIT SH. Upon entering into the contract, the BUYER authorizes PLATIT SH to enter or notify the reservation of title in the required form in public registers or similar records and to fulfil all corresponding formalities in accordance with the relevant national legislation, at the BUYER'S expense.

买方有义务在必要的法律程序中提供协助, 以便保护 PLATIT SH 的所有权。签订本合同后, 买方授权 PLATIT SH 按照要求的形式, 在公众登记册或类似记录中登记或公布所有权保留, 并按照相关的国家立法, 完成相应的一切手续, 费用由买方承担。

During the period of the reservation of title, the BUYER shall, at his own cost, maintain the supplies and insure them for the benefit of PLATIT against theft, breakdown, fire, water and other risks. He shall further take all measures to ensure that PLATIT title is in no way compromised or rescinded.

在所有权保留的期限内, 买方应自担费用, 保留物资, 并以 PLATIT 为受益人, 为物资购买防盗窃险、故障险、火灾险、水灾险和其他保险。买方应采取进一步措施, 确保 PLATIT 的所有权不会受到任何形式的损害或撤销。

8. DELIVERY TIME 交货时间

8.1. The delivery time shall start as soon as the

contract is entered into, all official formalities have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time PLATIT has sent a notice to the BUYER informing him that the supplies are ready for dispatch.

签订本合同, 完成一切正式手续, 订单款项已经支付, 任何约定的担保已提供并确定主要的技术点之后, 交货时间应开始。如果 PLATIT 通知买方物资可以发货之后, 应视为遵守交货时间。

8.2. Compliance with the delivery time is conditional upon the BUYER'S fulfilment of his contractual obligations. 遵守交货时间以买方履行合同义务为前提。

8.3. The delivery time shall be reasonably extended: 下列情况下, 可以合理延长交货时间:

a) if the information required by Platit for the performance of the contract is not received in time, or if the BUYER subsequently changes it thereby causing a delay in the delivery of the supplies or services; 如果 PLATIT 未能及时收到履行合同所需的信息, 或如果买方随后更改信息, 导致物资或服务交付延迟。

b) if hindrances occur which Platit cannot prevent despite exercising the required care, regardless of whether they affect PLATIT SH, the BUYER or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilization, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, serious breakdown in the works, accidents, labor conflicts, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, the need to scrap important work pieces, actions or omissions by any authorities or state or supranational bodies, embargoes, unforeseeable transport problems, fire, explosion, natural catastrophes; 如果 PLATIT 小心谨慎仍不能避免阻碍情况的发生, 无论阻碍情况是否影响到 PLATIT SH、买方或第三方。该等妨碍包括但不限于流行病、动员、战争、内战、恐怖主义行动、暴乱、政治动员、革命、蓄意破坏、工厂严重损坏、事故、劳资冲突、原材料、半成品或成品分包商推迟交货或交货不足、需要废弃重要的作业零件、任何机关、州或跨国机构行动或疏忽、禁令、不可预见的运输问题、火灾、爆炸、自然灾害;

c) if the BUYER or a third party is behind schedule with work he has to execute, or with the performance of his contractual obligations, in particular if the BUYER fails to observe the terms of payment;

如果买方或第三方迟于原定计划开展工作或履行其合同义务, 特别是如果买方未能遵守付款条件;

d) if the supplier has to interrupt or shorten its production processes due to a lack of or a reduced availability of energy source (e.g. gas, electricity). The supplier shall inform the

situation. Any claim by the BUYER against the supplier for compensation for delay or for compensation for direct and indirect damages due to such a delay shall be excluded.

如果供应商由于缺乏或能源供应减少(例如天然气, 电力)而不得不中断或者缩短生产过程。供应商应告知该种情况。买方对于供应商提出的任何延误赔偿或因延误导致的直接和间接损害赔偿的索赔均应被排除。

e) if other circumstances arise for which PLATIT is not responsible.

出现其他 PLATIT 不应承担责任的情况。

8.4. The BUYER shall be entitled to claim liquidated damages for delayed delivery insofar as it can be proven that the delay has been caused through the fault of PLATIT SH and that the BUYER has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the BUYER, the latter is not entitled to any damages for delay. 只要买方能够证明, 迟延交货是因为 PLATIT SH 的错误造成的, 且买方因该迟延而遭受了损失, 买方有权就迟延交货要求获得违约赔偿金。如果可以提供替代材料, 以满足买方要求, 买方无权就迟延交货主张赔偿。

Damages for delayed delivery shall not exceed 0.5 per cent for every full week's delay and shall in no case whatsoever altogether exceed 5 per cent of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay. 每延迟一整周, 迟延交货的赔偿金不得超过千分之五, 在任何情况下, 总计不得超过迟延交货物资合同价格的百分之五。前两周的迟延无需支付违约赔偿金。

After reaching the maximum liquidated damages for delayed delivery, the BUYER shall grant PLATIT a reasonable extension of time in writing. If such an extension is not observed for reasons within PLATIT'S control, the BUYER shall have the right to reject the delayed part of the supplies or services. If a partial acceptance is economically not justified on the part of the BUYER, the latter shall be entitled to terminate the contract and to claim refund of the money already paid against return of the deliveries supplied. 达到迟延交货的最高违约赔偿金之后, 买方应书面给与 PLATIT 一个合理的延长期限。如果出于 PLATIT 控制范围内的原因, 未能在延长期限内交货, 买方应有权拒绝接收迟延交货的物资或服务。如果对于买方而言, 部分验收不经济合算的话, 买方应有权终止合同, 退还所提供的货物, 并要求退款。

8.5. In case a specific date is fixed instead of a delivery period, this date shall correspond to the last day of a delivery period; Clauses 8.1 to 8.4 apply by analogy. 如果交货期约定的为具体日期而不是时间段, 则该日期应相当于交货时间段的最后一天; 第 8.1 至 8.4 条可类推适用。

8.6. Any delay of the supplies or services does not entitle the BUYER to any rights and claims other than those expressly stipulated in this Clause 8. This limitation does, however, not apply to unlawful intent or gross negligence on the part of Platit SH but does apply to persons employed or appointed by PLATIT to perform any of its obligations.

即使推迟交付物资或服务, 买方也无权获得除本一般条款和条件第 8 条明确规定以外的任何其他权利和索赔。然而, 该限制不适用于

PLATIT SH 存在非法意图或重大过失的情况下, 但适用于 PLATIT 雇用或任命的履行其义务的人员。

9. PACKAGING 包装

The packaging will be specially billed by the supplier and will not be taken back. However, if it has been designated as the property of PLATIT SH, it must be returned by the BUYER to the place of departure without delay. 供货商标将单独就包装开具账单, 包装不会收回。然而, 如果包装被指定为 PLATIT SH 的财产的话, 买方必须立即将包装运回发货地点。

10. PASSING OF BENEFIT AND RISK 利益和风险的转移

10.1. The benefit and the risk of the supplies shall pass to the BUYER at the latest upon the departure of the deliveries ex works. 在交付物离开工厂后, 物资的利益和风险应转移给买方。

10.2. If dispatch is delayed at the request of the BUYER or due to reasons beyond PLATIT's control, the risk of the supplies shall pass to the BUYER at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured for the account and at the risk of the BUYER. 如应买方要求或出于 PLATIT 控制范围以外的原因推迟发货的, 物资的风险应在物资按原计划安排离开工厂之时转移给买方。自此, 物资储存和保险的费用和风险应由买方承担。

11. SHIPPING, TRANSPORT AND INSURANCE 装运、运输和保险

11.1. Unless otherwise agreed, delivery shall be FCA (PLATIT Advanced Coating Systems (Shanghai) Co., Ltd, CN-200131 Shanghai), according to INCOTERMS 2020. The BUYER is obliged to designate a carrier and organize collection. 除非另有约定, 根据《2020 年国际贸易术语解释通则》, 交货应采用货交承运人 FCA (普拉提先进镀膜设备(上海)有限公司, 邮编-200131, 上海), 买方有义务指定承运人并安排提货事宜。

If the BUYER does not provide instructions for collection in advance, PLATIT reserves the right to appoint a suitable carrier and to carry out the delivery at the BUYER'S expense and risk. 如果买方未事先提供提货指示, PLATIT 保留指定合适的承运人的权利, 并由买方承担费用和 risk 完成交货。

11.2.

11.3. Special requests regarding shipping, transport and insurance are to be announced in good time to PLATIT. Transport is at the expense and risk of the BUYER. 有关装运、运输和保险的特殊要求应及时地通告 PLATIT。运输的费用和风险由买方承担。

11.4. The BUYER is responsible for the proper unloading of the goods at the place of destination and for bringing the goods to the place of connection.

买方负责目的地正确卸货, 且将货物运至连接地点。

11.5. Obvious defects, including but not limited to e.g. damage to the packaging or "Tilt and Shock watch activated" in connection with shipping or transport must be noted by the BUYER on receipt of the deliveries or freight documents

immediately and handwritten on the freight documents, signed by the BUYER, documented by appropriate footage and immediately addressed to the last carrier. Freight documents which are labeled with preconceived texts such as "general reservation" are not permitted. At the same time, the BUYER must immediately submit a copy of the incident to Platit, in the absence of an employee of PLATIT SH. 买方必须立即在交付物收据或运输单证上注明明显瑕疵, 包括但不限于包装损坏或与装运或运输相关的“倾斜振动指示器激活”, 并手写于运输单证上, 由买方签字, 采用适当的连续视频记录, 并立即告知最后一位承运人。不允许出具带有“普通预定”等预想内容的运输单证。同时, 如果 PLATIT SH 的员工不在场, 买方必须立即向 Platit 提交事件的复印件。

11.6. The removal of the packaging must be carried out in the presence of an employee of Platit, in case the installation of the delivery is carried out by a PLATIT employee. In the event, that the BUYER removes the packaging without the assistance of an employee of PLATIT, any responsibility shall be transferred to the BUYER and the supplies and services shall be deemed approved.

如果由 PLATIT 员工安装交付物, 那么必须在 PLATIT 员工在场的情况下拆除包装。如果买方在没有 PLATIT 员工协助的情况下拆除包装, 买方将承担一切责任, 物资和服务应视为得到认可。

11.7. The insurance against damage of any kind is up to the BUYER. 任何种类的损害险由买方决定。

12. INSPECTION AND ACCEPTANCE OF DELIVERIES AND SERVICES 交付物和服务的检查和验收

12.1. As far as being normal practice, PLATIT shall inspect the supplies and services before dispatch. If the BUYER requests further testing, these are to be specially agreed upon and paid for by the BUYER.

按常规, PLATIT 应在发货之前检查物资和服务。如果买方要求进行进一步测试, 必须得到特别同意, 并由买方支付费用。

12.2. The BUYER must check obvious defects immediately upon receipt of the deliveries and services and proceed according to Clause 11.4. If the BUYER fails to do so, the supplies and services shall be deemed to have been taken over. 买方收到交付物和服务之后, 必须立即检查明显瑕疵, 并按照第 11.2 条处理。如果买方未按此操作, 则应视为供货和服务已被接收。

12.3. Hidden defects, including, but not limited to e.g. damaged parts, corroded parts, etc. must be documented immediately by the BUYER and notified in writing to PLATIT within seven days. Without further disposition of PLATIT, the delivery or service may not be moved. 买方必须立即记录隐藏瑕疵, 包括但不限于零件受损、零件腐蚀等, 并在七天内书面通知 PLATIT。未经 Platit 的进一步处置, 不得移动交付物或服务。

12.4. In any case of a detected defect, the BUYER must grant PLATIT employees or auxiliary persons, who have been appointed by PLATIT, free access to the goods and services for inspection purposes.

如果发现瑕疵, 买方必须允许 PLATIT 任命的 PLATIT 员工或附属人员以检查为目的随意查看货物和服务。

Furthermore, the packaging must not be disposed of and must be safely stored and freely accessible for further inspection. 另外, 不得丢弃包装, 应妥善保管包装, 以供进一步检查。

12.5. If PLATIT has been notified of deficiencies in accordance with Clause 12.2, it shall remedy them as soon as possible, and the BUYER shall give PLATIT the possibility to do so. After remedy of such deficiencies, an acceptance test in accordance with Clause 12.6 will be carried out at the request of the BUYER or PLATIT. 根据第 12.2 条的规定, 如果 PLATIT 收到缺陷通知, 则应尽快补救, 且买方应允许 PLATIT 进行补救。在弥补缺陷后, 应买方或 PLATIT 的要求, 将根据 12.6 条进行验收测试。

Subject to Clause 12.5, the execution of an acceptance test as well as the stipulation of the conditions related thereto require a special agreement. In the absence of such an agreement the following shall apply: 根据第 12.5 条的规定, 以及验收测试的执行需要另外特别约定。如果没有此类协议, 则适用以下规定:

PLATIT shall advise the BUYER of the execution of the acceptance test in good time so that the BUYER or his representative can attend. PLATIT 公司应及时通知买方进行验收测试, 以便买方或其代表能够参加。

- An acceptance report shall be prepared which shall be signed by both the BUYER and PLATIT or by their representatives. Such report shall either state that the acceptance has taken place, or that it has taken place under reservations, or that the BUYER has refused it. In the last two cases, the deficiencies shall be listed individually in the report. 针对验收结果应当出具验收报告, 验收报告应由买方和 PLATIT 公司或其代表签字。该报告应注明已经验收, 或有保留地验收, 或买方拒绝验收。在后两种情况下, 报告中应逐一列出具体缺陷。

- In case of insignificant deficiencies, in particular those which do not substantially hinder the efficient functioning of the supplies or services, the BUYER shall not be entitled to refuse acceptance of the supplies or services and refuse to sign the acceptance report. PLATIT shall remedy such deficiencies without delay. 如果存在微不足道的瑕疵, 特别是对供货或服务的有效运行没有实质性妨碍的缺陷, 买方无权拒绝接受供货或服务, 也无权拒绝在验收报告上签字。但 PLATIT 公司仍应立即纠正这些缺陷。

- In case of significant deviations from the contract or serious deficiencies, the BUYER shall give PLATIT the possibility to remedy these within a reasonable time. Thereafter, a further acceptance test shall take place. 如果出现与合同严重不符或严重缺陷的情况, 买方应允许 PLATIT 在合理时间内进行补救。补救完成后, 应进行进一步的验收测试。

If during this test significant deviations from the contract or serious deficiencies appear again, the BUYER shall be entitled to claim either a price reduction or an indemnity or other compensation from PLATIT, provided this has been agreed beforehand. If, however, the deviations and deficiencies which appear during the test are of such significance that they cannot be remedied within a reasonable time and provided the supplies and services cannot be used for their specified purpose, or such use is

considerably impaired, then the BUYER shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified, to terminate the contract. In this case, PLATIT can only be held liable for reimbursing the sums which have been paid to him for the parts affected by the termination. 如果在测试期间再次出现与合同严重不符或严重缺陷, 在约定前提下, 买方有权要求 PLATIT 公司降价、赔偿或其他补偿。但是, 如果在测试过程中出现的偏差和缺陷非常严重, 无法在合理的时间内得到补救, 并且供货和服务无法用于约定用途, 或者该用途收到严重影响, 则买方有权拒绝接受有缺陷的部分, 或者如果部分接受在经济上不合理, 则终止本合同。在此情况下, PLATIT 公司只负责退还买方因终止合同支付给买方的货款。

12.6. Acceptance shall also be deemed completed视为验收完成的情形如下:

- if the BUYER does not participate in the acceptance despite being requested in advance to do so; 尽管实现要求买方参加验收, 但买方没有参加;
- if the acceptance test cannot be carried out on the date provided for due to reasons beyond PLATIT'S control; 由于 PLATIT 无法控制的原因, 无法在规定的日期进行验收测试;
- if the BUYER refuses the acceptance without being entitled to do so; 买方无权拒绝验收;
- if the BUYER refuses to sign the acceptance report prepared in accordance with Clause 12.6; 如果买方拒绝签署根据第 12.6 条制定的验收报告;
- as soon as the BUYER uses the supplies or services. 一旦买方使用了供货或服务。

12.7. Deficiencies of any kind in supplies or services shall not entitle the BUYER to any rights and claims other than those expressly stipulated in this Clause 12 and Clause 13 (warranty, liability for defects). 即使物资或服务有任何缺陷, 买方也无权获得其他权利或索赔, 第 12 条和第 13 条 (保修、瑕疵责任) 规定的除外。

13. WARRANTY, LIABILITY FOR DEFECTS 保修、瑕疵责任

13.1. The warranty period is 12 months. For used equipment, the warranty period is 6 months. It begins with the departure of deliveries ex works or with the possibly agreed acceptance of deliveries and services or, as far as PLATIT has also taken over the assembly, with their termination. If shipping, acceptance or assembly is delayed for reasons for which PLATIT is not responsible, the warranty period ends at the latest 18 months after arrival at the BUYER. 保修期为十二个月。二手设备的保修期为六个月。保修期自出厂之日或交付物和服务可能约定的验收日开始, 直至 PLATIT 接手组装为止。如非因 PLATIT 导致运送、验收或组装迟延, 保修期最晚为买方收货后十八个月。

13.2. For replaced or repaired parts, the guarantee period starts anew and lasts 6 months from the replacement or completion of the repair or the acceptance, but not longer than the expiry of a period, double the guarantee period stipulated in the preceding paragraph. 对于更换或维修零件, 保修期重新开始计算, 从更换、完成维修或验收开始最晚六个月,

但不得超过前述规定保修期的两倍。

13.3. The warranty expires prematurely if the BUYER or third parties make changes or repairs, seals are damaged or removed, or if the BUYER, if a defect has occurred, does not immediately take all suitable measures to mitigate the damage and gives PLATIT the opportunity to remedy the defect.

如果买方或第三方做出更改或修理, 密封受损或拆除, 或如果在发生缺陷的情况下, 买方未能立即采取适当措施减轻损害, 并允许 PLATIT 有机会补救缺陷的话, 保修期永久到期。

13.4. Upon the written request of the BUYER, PLATIT may choose to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proven to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become PLATIT'S property if it does not explicitly renounce this. Under restriction of proportionality, PLATIT SH shall bear the costs of remedying the defective parts provided that, they do not exceed the customary costs of transport, personnel, travelling, accommodation, dismantling and reassembly of the defective parts.

一经买方书面要求, PLATIT 可以选择修理或更换物资中的零件, 只要该等零件在保修期到期之前, 被证明由于材质不良、设计缺陷或工艺不良导致缺陷的产生。未经明确放弃, 被更换的零件应属于 PLATIT 的财产。按照比例限制, PLATIT SH 应承担补救缺陷零件的成本, 只要该等成本不超过缺陷零件运输、人工、差旅、住宿、拆除和重新安装的管理成本。

13.5. Express warranties are only those which have been expressly specified as such in the order acknowledgment or in the specifications. An express warranty is valid until the expiry of the guarantee period at the latest. 明示保证仅包括在订单确认书或说明书中明文规定的内容。明示保证在保修期到期之日前持续有效。

If an acceptance test has been agreed, the warranty shall be deemed to have been fulfilled as soon as the test results prove the relevant characteristics.

如果同意进行验收测试, 则一旦测试结果证明了相关特性, 即应视为已经履行保修。

If the express warranties are not or only partially achieved, the BUYER may first of all require PLATIT to carry out the improvements immediately. The BUYER shall give PLATIT SH the necessary time and possibility to do so. 如果不能全部或只能部分实现明示保证, 买方可以首先要求 PLATIT 立即进行改进。买方应给与 PLATIT 必要的时间和可能性以进行改进。

If these improvements fail completely or in part, the BUYER may claim the agreed compensation for such case or, should no such agreement exist, a reasonable reduction of price. If, however, the defects are of such significance that they cannot be remedied within a reasonable time and provided that the supplies and services cannot be used for their specified purpose, or if such use is considerably impaired, then the BUYER shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified for him and he communicates this immediately, to terminate the contract. In this case PLATIT can only be held liable for reimbursing the sums which have been paid for the parts affected by the termination. 如果改善全部或部分失败, 买方可以按照约

定要求赔偿, 如果不存在协议约定, 可以进行合理减价。但是, 如果缺陷严重, 不能在合理时间内进行补救, 且物资和服务不能用于预期目的, 或该等用途大大受损, 那么买方有权拒绝验收缺陷零件, 如果部分验收对于买方而言不合算, 买方可以立即终止本合同。在此情况下, PLATIT 只负责偿付受合同终止影响零件的已支付数额。

13.6. All deficiencies which cannot be proven to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or installation work not undertaken by PLATIT, or resulting from other reasons beyond PLATIT'S control are excluded from its guarantee and liability for defects. 如果不能证明所有缺陷是由于材质不良、设计不良或工艺缺陷导致的, 例如, 正常磨损、不当维护、未能遵守操作说明、超负荷、使用不当材料、化学作用或电解作用影响、非 PLATIT 承担的建筑或安装作业、超出 PLATIT 控制范围的其他原因导致的, 那么该等缺陷不在保修和缺陷责任范围之内。

13.7. For supplies and services of subcontractors requested by the BUYER, PLATIT assumes the warranty and liability for defects, only to the extent of the subcontractors' warranty and liability obligations. 对于买方要求分包商提供的供货和服务, PLATIT 仅在分包商的担保和责任范围内承担瑕疵担保和责任。

13.8. With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties, the BUYER shall not be entitled to any rights and claims other than those expressly stipulated in Clauses 13.1 to 13.7. 对于任何有缺陷的材料、设计、工艺以及未能履行明示保证的情况, 买方无权获得第 13.1 和 13.7 条明文规定以外的权利和主张。

If the BUYER reports a defect and no defect is found for which PLATIT is liable, the BUYER is responsible for compensating PLATIT for the work undertaken and other expenses and costs. 如果买方报告了缺陷, 但没有发现 PLATIT 应承担责任的缺陷, 则买方应负责赔偿 PLATIT 所承担的工作及其他费用和成本。

13.9. PLATIT is only liable for unlawful intent or gross negligence for claims arising out of inadequate advice and the like or out if breach of any additional obligations. PLATIT 公司仅对因非法目的或重大过失引起的索赔负责, 如 PLATIT 建议不充分等或违反任何附件义务。

14. TERMINATION OF THE CONTRACT BY PLATIT PLATIT 单方终止合同

14.1. The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the supplies or services or considerably affect the activities of PLATIT, or if performance subsequently becomes impossible. If such an adaptation is economically not justifiable, PLATIT shall be entitled to terminate the contract or the parts affected thereby. 如果不可预见的事件显著改变了经济效应或供应或服务的内容, 或极大影响了 PLATIT 公司的活动, 或合同后续无法履行, 则合同应进行适当调整。如果这种调整在经济上不合理, PLATIT 公司有权终止合同或部分合同终

止。

14.2. If PLATIT wishes to terminate the contract it shall – after having recognized the consequences of the event immediately inform the BUYER; this applies even if an extension of the delivery time has been agreed beforehand. In case of termination of the contract, PLATIT shall be entitled to payment of those parts of the supplies and services which have already been carried out. Claims for damages on the part of the BUYER because of such termination are excluded. 如果 PLATIT 希望终止合同, 则应在认识到该事件的后果后立即通知买方; 即使事先已同意延长交货时间, 也应如此。在合同终止的情况下, PLATIT 有权要求买方支付已经完成的供货和服务部分的费用。因合同终止, 买方也不再享有对未履行部分货物的损害赔偿和追索权利。

15. EXPORT CONTROL 出口管制

The BUYER recognizes that the supplies may be subject to Swiss and/or foreign legal provisions and regulations on export control and are not allowed to be sold, leased or otherwise transferred or used for a purpose other than the agreed without an export or re-export permit of the competent authority. The BUYER undertakes to comply with such provisions and regulations. He is aware that these may change and that they apply to the contract in the current valid wording. 买方承认, 物资可能受到瑞士和/或外国有关出口管制的法律规定和条例的约束, 如果未获得主管机关的出口或再出口许可, 不得出售、租赁、转让物资, 或将物资用于约定用途以外的其他目的。买方承诺遵守此类规定和条例, 并知悉此类规定和条例可能会改变, 且以当前有效的措辞适用于合同。

16. PATENTS 专利

The BUYER acknowledges that using PLATIT coating technology has the potential to infringe patents if coatings are deposited that are patented for the use in certain applications. The BUYER is responsible for investigating the patent situation regarding the application of coatings using PLATIT equipment for every country in which he is operating a business, selling, exporting, or advertising. The BUYER bears the responsibility for any patent infringement caused by use of PLATIT equipment to deposit a coating or coating combination on a specific part. 买方承认, 在使用 PLATIT 涂层技术沉积的某些应用领域的专利涂层, 存在侵犯专利的可能性。买方负责调查专利情况, 涉及每个国家使用 PLATIT 设备实现的涂层应用, 及其经营业务, 销售, 出口或广告。买方对于使用 PLATIT 设备在特定部件上实现的涂层或复合涂层导致的任何专利侵权承担责任。Claiming damages of all kinds against PLATIT are expressly excluded in the aforementioned case. 在上述情况下, 明确排除向 PLATIT 索赔的各种损害赔偿。

17. IT SECURITY IT 安全

17.1. PLATIT equipment can be connected to the internet for the purpose of remote diagnostics and data analysis. It is recommended to connect the equipment only during the time of remote diagnostics to the internet. The BUYER is responsible for protecting the operating system of the PLATIT equipment and the network through which the PLATIT equipment is connected to the internet against cyber-attacks (e.g., malicious software, hacks, encryptions,

data loss). PLATIT excludes liability for damages and consequential damages in connection with cyber-attacks.

PLATIT 设备可以连接到互联网, 用于远程诊断和数据分析。建议仅在远程诊断期间将设备连接至互联网。买方负责保护 PLATIT 设备的操作系统及通过 PLATIT 设备连接到互联网避免收到网络攻击(例如: 恶意软件、黑客、加密、数据丢失)。PLATIT 不承担网络攻击有关的损害和间接损害赔偿责任。

17.2. In addition to online accessibility, PLATIT equipment provides ports to load data onto the units (e.g., USB-stick). It is the Buyer's duty to ensure that data transferred via such media is free of malicious software and compatible with the operating system and PLATIT software installed on the PLATIT system. 除在线访问之外, PLATIT 设备还提供了将数据加载到设备上的端口(例如: U 盘)。买方有责任确保通过此类介质传输的数据没有恶意软件, 且与安装在 PLATIT 系统上的操作系统和 PLATIT 软件兼容。

17.3. If PLATIT and services delivered by PLATIT include software, the BUYER is granted a non-exclusive right of use of the software together with the delivery item, unless otherwise agreed. The BUYER is not entitled to copy (except for archival purposes, troubleshooting or to replace faulty data carriers) or to edit the software. In particular, the BUYER may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of PLATIT. In case of infringement, PLATIT may withdraw the right of use. For third-party software, the conditions of use of the licensor apply, and the licensor, as well as the supplier, may also assert a claim in the event of infringement.

如果 PLATIT 和 PLATIT 提供的服务中包含软件, 除非另有约定, 买方将被授予非排他性的软件使用权。买方无权复制(除存档、故障排除或更换故障数据载体外)或编辑软件。尤其是, 未经 PLATIT 事先书面同意, 买方不得对软件进行反汇编、反编译、解密或反向工程。如有侵权行为, PLATIT 公司将收回使用权。对于第三方软件, 适用许可方的适用条件, 许可方以及供应商也可在侵权情况下提出索赔。

18. EXCLUSION OF FURTHER LIABILITY OF PLATIT 免除 PLATIT 的进一步责任

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the BUYER, irrespective on what ground they are based, are exhaustively covered by these GENERAL TERMS AND CONDITIONS. In the event, that claims of the BUYER in relation to or in connection with the contract or the breach thereof should exist, the total amount of such claims is restricted to the price paid by the BUYER. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the BUYER be entitled to claim damages other than compensation for the costs of remedying defects in the supplies themselves. This in particular refers but shall not be limited to loss of production, loss of use, loss of orders, recall costs, loss of profit and other direct or indirect or consequential damage. Liability is also excluded for compensation claims from third parties against the BUYER for infringements of intellectual property rights. 所有违约情况、相关后果, 以及买方的一切

权利和主张, 无论其依据如何, 都完全包含在一般条款与条件之内。如果存在有关合同或违反合同的买方索赔, 该等索赔的总额不得超过买方支付的价格。特别是, 不包括未明确提及的, 针对损失、减价、合同终止或撤销提出的索赔。在任何情况下, 除了就补救物资缺陷产生的成本要求赔偿之外, 买方无权要求损害赔偿金。特别是, 但不限于生产损失、使用损失、订单损失、召回成本、利润损失和其他直接、间接或附带的损害。第三方就侵害知识产权向买方提出的赔偿也不包括在责任范围内。

This exclusion of further liability on PLATIT's part does not apply to unlawful intent or gross negligence on the part of PLATIT but does apply to persons employed or appointed by PLATIT SH to perform any of its obligations. This exclusion of liability does not apply as far as it is contrary to compulsory law. 免除 PLATIT 进一步责任的规定不适用于 PLATIT SH 雇用或任命的, 履行其义务的人员的非法意图或重大过失。责任免除不适用于与强制法相悖的情况。

19. RECOURSE RIGHT OF PLATIT - PLATIT 的追索权

If persons are injured or the property of third parties is damaged by acts or omissions of the BUYER or his assistants, and if PLATIT is claimed for this reason, it is entitled to a right of recourse to the BUYER. 如因买方或其助手的作为或不作为而导致他人伤害或第三方财产损失, 且据此向 PLATIT 提出索赔, PLATIT 有权向买方追索。

20. TRADEMARKS 商标

The BUYER is not entitled to use PLATIT trademarks, unless otherwise agreed in writing. 买方无权使用 PLATIT 的商标, 除非另有书面约定。

21. JURISDICTION AND APPLICABLE LAW 司法管辖权和准据法

21.1. The place of jurisdiction for both the BUYER and PLATIT shall be at the registered office of PLATIT. However, PLATIT is entitled to sue the BUYER at his place of business. 买方和 PLATIT 的司法管辖地点应位于 PLATIT 的注册办公所在地。但 PLATIT 有权在其营业地点起诉买方。

21.2. The legal relationship is subject to substantive Chinese law. 法律关系受中国实体法律的管辖。

Platit Advanced Coating Systems (Shanghai) Co., Ltd.

No. 161, Rijing Road, China (Shanghai) PFTZ, Pudong, Shanghai, 200131, China

普拉提先进镀膜设备(上海)有限公司
中国(上海)自由贸易试验区日京路161号一层