

**Terms and Conditions for the Sale of Machines and Machine Spare Parts to Business Customer**

《给商业客户的机器及机器备用零件销售条款》

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## **1. Validity** 效力性

- 1.1 The present Terms and Conditions shall apply only to supplies of machines and machine spare parts ("Deliveries") which are made on the basis of a contract concluded between us and a Business Customer ("Customer").  
本销售条款应仅适用于根据本公司与商业客户(“客户”)一方所订立的合同, 供应机器及机器备用零件(此后简称为“供货”)。
- 1.2 Any diverging terms and conditions shall not apply unless we have expressly agreed to them in writing.  
除非本公司以书面作出同意声明, 所有有别于本条文的条款及规则将不适用。

## **2. Offers** 报盘

- 2.1 The description of the quality of our Deliveries is exclusively and conclusively defined in the respective Technical Specification ("TS").  
所有关于已供货箔膜的质量描述会独有并确凿地定义于相关的技术规格中。
- 2.2 We reserve all ownership and intellectual property rights in illustrations, drawings, plans and construction or engineering documents, etc. relating to the offer.  
本公司保留对所有与报盘相关的展释、绘图、设计方案、建造或工程文件及同类文件的所有权及知识产权。
- 2.3 Any pre-contractual services during the offer stage such as stamps, pictures of work pieces etc. shall be billed for, even where no contract is subsequently entered into.  
任何在报盘期间于签署合约前所提供的服务, 如烫印版、工作物的相片等, 均会被收取费用, 即使日后没有订立合约。
- 2.4 Our offers shall be binding and firm for 90 calendar days from the date of the offer.  
我方的报盘之确定有效期为 90 天, 由报盘当日起计。

## **3. Terms of Delivery / Transfer of Risk** 供货条款/ 风险转移

- 3.1 Prices shall be Ex Works KURZ according to Incoterms 2000 ("Place of Delivery") plus packaging.  
根据 INCOTERMS 2000, 价格为 KURZ 工厂(“供货地点”)的供货价 (Ex works KURZ) 加包装。
- 3.2 Prices are net prices in EUR, plus the current sales tax in force at the time of Delivery without further deductions.  
价格均以欧元为单位的净价加在供货当时所实施的销售税并不得作任何扣减。
- 3.3 For Deliveries less than EUR 50.00 net, we charge a flat rate of EUR 30.00 on the net price for small quantities.  
净价低于欧元 50.00 的小量供货, 本公司皆会在净价划一附加收取欧元 30.00 之定额费用。

3.3.1 Partial Deliveries shall be permissible where they can reasonably be expected of the Customer.

当客户可合理地预料分批供货,则分批供货是可容许的。

3.3.2 The risk shall transfer to the Customer at the Place of Delivery. This shall apply to free Deliveries as well as if a Delivery is dispatched or collected.

一切风险将于供货地点转移到客户方。此条例亦适用于免费送货以及已被发送之货品或已被提取之货品。

#### 4. **KURZ's Right to make its own Deliveries**

KURZ 本身之供货权利

In the event that the contractually agreed Delivery is not available because we have not received deliveries from our own suppliers or our delivery stock is depleted, we shall be entitled to make a Delivery which is equivalent in quality and price to the contractually agreed Delivery. If this is not possible, we may withdraw from the Contract.

若因为本公司未接获由本公司之供应商之货品或本公司的供应商之供货短缺而引致无法按议定合约供货,本公司将有权用等同于该次议定合约供货的品质及价钱的货品供货。若此为不可行的话,本公司可撤回合同。

#### 5. **Terms of Payment**

付款条件

5.1 Invoices shall be payable immediately and without any deduction, subject to the terms and conditions of payment contained in the respective offer. Where the offer does not contain any terms of payment, the following shall apply:

1/3 down payment upon receipt of the order confirmation

1/3 once the Customer has been notified that the Deliveries are ready for dispatch; and the rest amount upon receipt of the Deliveries and invoice.

除根据有关报盘已有付款条款及条件之外,本公司的发票是须被立刻缴付的,并不得作任何扣减。如报盘没有包含任何付款条件,将会引用下列条例:

1/3 款项须在确认订单时缴付

1/3 款项须于客户被知会供货已可作付运时缴付,余款须于收到供货及发票时缴付。

5.2 Invoices for spare parts shall be payable in full upon receipt.

备用零件的发票是须于收到后立刻缴付全额。

5.3 The Customer may only set off those claims which are undisputed or have been finally determined in a legally binding manner.

客户只可以抵销未被争议的申索或经已由有法律效力途径被终审定的申索。

#### 6. **Delivery Dates**

供货日期

6.1 Observance of the stipulated time for Delivery is conditional on the timely receipt of all documents, necessary permits and approvals, especially of plans to be provided by the Customer as well as fulfilment of the agreed terms of payment and other obligations by the Customer. Unless these conditions are fulfilled on time, the time for Delivery shall be extended accordingly; this shall not apply if we are responsible for the delay.

遵守订明的供货时间具有条件性,乃取决于是否及时收取到所有文件需要的批核及许可文件,特别是客户所提供的图则,以及客户是否按协议履行付款条件及客户的其他责任。除

非这些条件得准时履行，否则供货时间将相应延迟；但若是本公司负责引起该次延迟，本条文则不适用。

- 6.2 If non-observance of the time for Delivery is due to force majeure such as mobilization, war, riot or similar events e. g. strike or lock-out, the time limits shall be extended appropriately.

若未能遵守供货时间是由于不可抗力因素，例如，战事调动、战乱、暴乱或其他相似事件，如罢工或闭厂，该供货时限应相应延长。

- 6.3 In the event that we are responsible for a delay of the Deliveries, and provided that the Customer can establish credibly that it has suffered a loss for such delay, the Customer may claim agreed damages of 0.5% for every completed calendar week of delay but in no event shall the aggregate of such damages exceed a total of 5% of the net price for that part of the Deliveries which because of the delay could not be put to the intended use in terms of time or contract by the Customer.

如本公司对供货延迟需要负责的话，而客户能举证以证明其因该供货延迟而遭受损失，则客户可要求算定损害赔偿，赔偿额为每延迟一个日历周供货，赔偿额为该延迟供货部份的净供货价的 0.5%，但不论任何情形之下，合计总赔偿金额最高不超过受延迟令客户不能作出预定用途的该供货部份之净供货价的 5%。

- 6.4 Claims by the Customer for damages due to a delay of Delivery as well as claims for damages for non-performance which exceed the limits specified in 6.3 shall be excluded in all cases of delayed Delivery even after expiry of the time limit for Delivery fixed by the Customer. This exclusion shall not apply in cases of wilful misconduct or gross negligence or bodily injury where liability is mandatory.

纵使是在客户订立供货日期后延迟供货，本公司应负责的所有责任不能超过 6.3 项的限额，所有超出由延迟供货造成的损害申索的索赔将被免除。但本免责条款不适用于故意的不当行为、严重疏忽或不能免责之身体伤害。

- 6.5 The Customer shall only be entitled to withdraw from the Contract to the extent that we are solely liable for the delay in Delivery and the Customer has set us a time limit within which to perform the Delivery and states that it will cease to accept the Delivery after expiry of the time limit and such time limit has expired. This shall not imply a change in the burden of proof to the detriment of the Customer.

如本公司应单独对延迟供货负责时及客户已有向本公司订出履行供货之时限并亦指出它们会因超出时限而终止接受供货，而该时限亦已届满，客户才会有权撤回该份合同。本条款并非暗示改变举证的责任而有损客户。

- 6.6 The Customer shall upon request within a reasonable time limit state whether it shall withdraw from the Contract due to the Delivery being delayed or insist on a Delivery.

当客户被要求时，需在合理时间内申明其会否因延迟供货而撤回合同或是坚持供货。

## 7. Retention of Title 保留所有权

- 7.1.1 The items delivered ("Secured Goods") shall remain our property until each and every claim against the Customer to which we are entitled under this business relationship has been duly satisfied. If the value of all our security interests against the Customer exceeds the value of all our secured claims by more than 20%, we shall release a corresponding part of the security rights at the Customer's request.

所有已交付的货品 (“抵押货品”) 的产权由本公司持有，直至本公司就此业务关系有权向该客户获得的每一项申索得到履行为止。如果本公司对客户的所有抵押权益的价值超过本公司全部抵押申索的总价值之 20% 以上，则本公司将应客户要求释放相应部份的抵押权益。

- 7.2 For the duration of the retention of title, the Customer is prohibited from giving the Secured Goods in pledge or as security. In case of a seizure of the Secured Goods or other acts or interventions by third parties relating to the Secured Goods, we shall be immediately informed thereof in writing by the Customer.

在保留所有权期间，客户将被禁止把抵押货品质押或抵押。当有扣留抵押货品或有第三方的其它行为或其它干扰抵押货品的情况，客户需立刻书面通知本公司。

- 7.3 The re-sale of the Secured Goods by the Customer in the ordinary course of business shall only be permissible to clients on condition that the Customer receives payment from his client or retains title so that the property in the Secured Goods is transferred to his client only after fulfilment of the client's obligation to pay.

允许客户在通常业务运作中转售抵押货品，但须附合的条件是客户从其顾客处取得货款或客户保留产权，使该抵押货品的产权仅能于其顾客完成履行付款责任后才转移给其顾客。

- 7.4 Our ownership in the Secured Goods shall not be revoked during the processing and production of the product at the Customer's premises for which the Secured Goods are being used ("End Product"). Our ownership in the Secured Goods shall continue in the End Product; we shall acquire joint ownership in the End Product in the same share as the value of the Secured Goods in proportion to the value of the End Product.

本公司对正在客户所在地进行加工和生产过程中的抵押货品 (“成品”) 仍拥有产权。本公司在抵押货品的拥有权将延续于成品上，本公司将取得在成品上的共同所有权，而权益比例将是等同于抵押货品的价值在成品中所占价值的比例。

- 7.5 Upon conclusion of the Contract, the Customer shall assign the claims owed to him from the re-sale or processing of the Secured Goods against his clients in the same amount as our claim against the Customer for the Delivery. Our duty to release under 7.1 shall remain unaffected.

在订立合同后，客户需转让其在转卖或在处理抵押货品交易中向其顾客收取货款之权益，而该权益应与本公司对客户供货的权益相同。本公司在第 7.1 条款下的放货责任将维持不变。

- 7.6 In the event that the Customer is in breach of an obligation, in particular, a default of payment, the following shall apply:

如客户违反了一项合约责任，特别是不按合约付款，下述条款将适用:

- 7.6.1 Following the expiry of a reasonable time limit within which the Customer must rectify the breach, we are entitled to withdraw from the Contract and to take back the Secured Goods; the Customer is obliged to return the Secured Goods to us. The legal rules which dispense of the requirement to set a deadline shall remain unaffected.

当于合理时限届满时，客户必须纠正违约行为，我方有权撤回合同并提出该抵押货品；该客户有责任退回该抵押货品给我方。免除设定最后期限要求的法律规定将不受影响。

- 7.6.2 The enforcement of a retention of title and the taking back of the Secured Goods associated therewith does not necessitate a withdrawal from this Contract by us; the afore-mentioned actions or seizure of the Secured Goods shall not constitute a withdrawal from the Contract by us, unless expressly stated by us.

当行使保留所有权并取得与其相联系之抵押货品，我方不一定需要撤回合同；有关前文所

述的行动或扣押该抵押货品将不会构成本公司撤回合同，除非我方有明确声明。

## **8 Material Defects**

### 物料缺陷

Our liability for material defects is conclusively defined in the following provisions:  
我方对物料缺陷的责任于以下条款中作确凿定义：

- 8.1 The quality of the Deliveries is defined conclusively in the respective TS for the individual delivery. We shall not be liable for material defects relating to qualities not specifically mentioned in the TS.  
供货的质量描述确切地定义于相关的个别供货之技术规格("TS")。我方将不就未在技术规格中列明的质量缺陷负责。
- 8.2 In case of Deliveries which do not contain the quality listed in the respective TS ("Material Defect") at the time of transfer of risk, we shall, at our option, either repair or re-deliver at no charge ("Subsequent Performance").  
如在风险转移时，交付供货的质量与技术规格 (TS) 中列述的品质不符 (即“物料缺陷”)，我方可选择维修或无偿重新付运("继后执行")。
- 8.3 No new limitation period (8.4) shall commence as a result of Subsequent Performance.  
不会就继后执行订定新时效期限(第 8.4 条)。
- 8.4 Claims for material defects shall expire in twelve months. This shall not apply to the extent that §§ 438 para. 1 No. 2, 479 para. 1 and 634a para 1 No. 2 of the German Civil Code prescribe longer time periods or in case of bodily injury, wilful misconduct, a grossly negligent breach of duty by us or fraudulent concealment of a defect. The legal rules relating to suspension of expiration of prescription, suspension or recommencement of the time limits shall remain unaffected.  
物料缺陷之申索时效期限将以十二个月为止。本限制将不适用于德国民事法规§§ 438 第 1 段的第 2 项, 479 第 1 段和 634a 第 1 段的第 2 项中规定的较长时间，或有造成身体受伤、故意失当的行为，由我方蓄意疏忽造成的失职或欺诈瞒隐缺陷。与终止到期之法律时效、终止或从新开始时效期限相关的法律条文则不受影响。
- 8.5 The Customer shall give us notice of a defect in writing without undue delay.  
客户必须没有不当延迟地以书面通知我方有关缺陷。
- 8.6 If we shall not be given adequate time and opportunity to carry out Subsequent Performance, we shall have no liability for the material defect.  
如果我方不被给予充足的时间和机会履行继后执行，则我方将对物料缺陷不负上任何法律责任。
- 8.7 In the event that Subsequent Performance fails, the Customer can - without prejudice to other claims for damages (12.) - withdraw from the Contract or reduce the remuneration.  
在继后执行不能履行的情况下，该客户可以在不影响其他损害赔偿的申索(第 12 条款)的情况下，撤回合同或降低价格。
- 8.8 Claims for defects shall not exist in the event of an insignificant deviation from the agreed quality, insignificant interference with use, natural wear and tear or damages which arose after transfer of risk as a result of faulty or negligent handling, excessive strain,

unsuitable production facilities or operating resources, or particular external influences which are not assumed under the Contract.

在以下情况下将不存在缺陷索赔 - 在与议定仅有微不足道的质量不符、无关重要的应用干扰、自然损耗或由风险转移后出现的错误或者疏忽的处理而导致的损毁、过度拉伸、不恰当的生产设施或资源运作，或受未归纳在本合同内的特殊外来因素影响。

- 8.9 Claims made by the Customer for necessary costs such as transport, route, labour and material costs incurred for the purposes of Subsequent Performance, shall be excluded to the extent that the expenditure has increased due to the Delivery being subsequently made to a place other than the Place of Delivery.

由于施行继后执行而客户就其有需要的成本如运输、路线、人工及物料成本提出的申索，将被排除。因继后执行供货地点与原供货地点不同而增加的支出则在此范围外。

- 8.10 The Customer shall only have a right of recourse against us if the Customer has not entered into a contract with its client which extends beyond the legal claims for defects. For the scope of a claim for recourse by the Customer against us pursuant to § 478 para. 2 of the German Civil Code, 8.8 shall apply accordingly.

客户仅在其没有与其顾客签订一份扩大缺陷的法律申索的公司的情况下，才可对我方有追索权。根据德国民事法规§ 478 第 2 段，客户对我方的追索范围，第 8.8 条款将据此适用。

- 8.11 Claims by the Customer against us for a material defect which are more extensive or different to those claims set out in 8. are excluded. 12 shall apply to all other claims for damages.

客户就物料缺陷向我方所作的超出或有别于第 8 条款所述之索赔，均被排除。第 12 条款将适用于所有其他损害赔偿的申索。

## 9 Intellectual Property Rights, Other Defects of Title

知识产权，其它所有权欠妥之处

- 9.1 Unless otherwise agreed, Deliveries made by us in the Federal Republic of Germany shall be free from intellectual property rights and copyright of third parties ("Intellectual Property Rights"). If a third party asserts legitimate claims against the Customer due to an infringement of an Intellectual Property Right by the Deliveries furnished by us and used in conformity with the Contract, we shall be liable to the Customer within the stipulated time limit in 8.4 as follows:

除非另有协议，否则本公司在德意志联邦共和国交付的供货将不具有第三方的知识产权和版权("知识产权")。如果有第三方因我方交付的供货侵犯知识产权，又客户完全按合同应用货品，而向客户提出合法索赔，则我方将在第 8.4 条款限定时限内按以下所述向客户负责：

- 9.1.1 At our own option and expense, we shall either obtain a right to use the Deliveries, modify the Deliveries so as not to infringe Intellectual Property Rights or replace the Deliveries. If this is not possible for us on acceptable terms, the Customer shall have a right to withdraw from the Contract or reduce the price. The provisions in 8.6 and 8.10 shall apply accordingly.

以本公司的选择和费用下，我方将可以获得使用该批货品的权利，修改供货以致不侵犯知识产权或替换供货。如本公司无法能够在可以接受的条件下对此得以进行，客户有撤回合同或降低价格的权力。而第 8.6 和 8.10 条款将据此适用。

- 9.1.2 The fulfilment of the aforesaid obligations shall be subject to the condition that the Customer immediately notifies us in writing of the claims asserted by the third party, that he does not acknowledge an infringement and that all countermeasures and settlement negotiations are reserved to us. If the Customer stops using the Deliveries to reduce the damage or for other important reasons, he shall make it clear to the third party that the suspended use does not mean acknowledgement of an infringement of Intellectual Property Rights.

上述义务的履行的条件是客户需将第三方向其提出申索一事立即以书面通知我方，而客户不会承认有侵权事宜，并且由我方保留所有对策和谈判解决的权利。如客户基于减少其损失或基于其他重要原因而停止使用该供货，客户应清楚向第三方表明停止使用不代表承认侵犯知识产权。

- 9.2 Claims of the Customer shall be excluded if he is liable for the breach of the Intellectual Property Rights.

如客户须就违反知识产权负上法律责任，则其索赔将被免除。

- 9.3 Claims of the Customer shall also be excluded if the infringement of Intellectual Property Rights was caused by specific demands of the Customer, by a use of the Deliveries not foreseeable by us or by the Deliveries being altered by the Customer or being used together with products not provided by us.

如由于客户的特定要求、或我方不可预见的对该供货之使用、或该供货被客户替换了、或被与并非由我方提供之产品一同使用，而导致知识产权被侵犯，则客户提出之索赔亦将会被免除。

- 9.4 The provision in 8. shall apply to any other defects of title.

第 8 条款的规定将适用于任何其他所有权欠妥之处。

- 9.5 Claims by the Customer against us; in particular for damages, due to a defect of title which is more extensive or different to those set out in 9. shall be excluded. 12. shall apply accordingly to claims for damages.

客户对本公司的申索，特别是因所有权欠妥之处的损害申索与第 9 条款所列出的更为广泛或不相关，均被排除。第 12 条款将适用于损害赔偿之申索。

## 10 Obligations of the Customer

客户方之责任

The Customer shall incur liability that his supplies to and their use by us - irrespective of the data medium - do not infringe the Intellectual Property Rights of third parties. The Customer shall hold us harmless from all corresponding claims of third parties.

客户将自行承担所提供的及供本公司所用的，不论是用任何资料载体，均不会侵犯第三方的知识产权之法律责任。客户需保障我方不受第三方的所有相关索赔的损害。

## 11 Impossibility, Adjustment of the Contract

基于不可能性，调整合同

- 11.1 If it is impossible to make the Delivery, the Customer shall be entitled to claim damages unless we are not responsible for the impossibility. The Customer's claim for damages, however, shall be limited to 10% of the value of that part of the Delivery which owing to the impossibility cannot be put to the intended use by the Customer. This shall not apply where in cases of wilful misconduct, gross negligence or initial impossibility or due to bodily injury, there is a legally binding liability; this shall not imply a change in the burden

of proof to the detriment of the Customer. The Customer's right to terminate the Contract shall remain unaffected.

除非不可能交付供货不是我方的责任，当发生不可能交付供货，客户将可提出损害赔偿申索。但客户的损害索赔局限于受不可能性令至客户不能作出预定用途的该部份供货价值的10%。倘有故意失当行为、严重性疏忽或原先就根本不可能供货或由于身体伤害、有法律约束性的责任，则本规定不适用。本条款并非暗示改变举证的责任而有损害客户。客户终止合同的权利将不受影响。

- 11.2 Where unforeseeable events of force majeure (6.2) substantially change the economic importance or the content of the Deliveries or have a considerable effect on KURZ's business, the Contract shall be adapted accordingly with due regard to the principle of good faith. Where this is not economically reasonable, we have the right to withdraw from the Contract. If we make use of this right of termination we shall notify the Customer in writing immediately after becoming aware of the significance of the event even where at first an extension of the Delivery time had been agreed with the Customer.

如不可预见的不可抗力事件(第 6.2 条)有实质改变了该供货的经济重要性或该供货的内容又或对 KURZ 的生意有巨大影响，则该合同将顾及到本着真诚的原则作适应修改。当不符合合理经济原则时，我方有权撤回合同。如我方运用此撤销权利，则即使已先与客户议定延长交付期，我方在得悉该事件的重要影响性后立即书面通知客户。

## 12. Other Claims for Damages

其他损害赔偿申索

Unless otherwise expressly agreed, any claims for damages of the Customer shall be excluded regardless of whether they are based on duties arising under the obligatory relationship or tort.

除非另有明文协议外，客户的任何损害赔偿申索不论是基于责任性关系还是基于侵权法皆予以排除。

- 12.1.2 We provide application guidelines and advice in good faith and without any liability to Customer. The Customer shall not be released from his obligation to examine the intended use of the Deliveries at his sole responsibility. This shall apply even if we are aware of the Customer's application of use.

我方是出于真诚但并无须对客户承担任何法律责任下提供应用指引和建议。客户单独负责检验供货预定用途的责任将不会被免除。即使我方知道客户的应用方法，本条款仍适用。

- 12.1.3 This exclusion shall not apply where e. g. under the Product Liability Act or in cases of wilful misconduct, gross negligence, bodily injury or a breach of substantial contractual obligations, there is a legally binding liability.

倘，例如根据《产品责任法》，或如有故意失当行为或严重疏忽，身体伤害或在违反重大合同责任的情况中有法律约束性的责任，则上述免责条款将不适用。

- 12.1.4 Our liability for damages arising from the fundamental non-performance of contractual obligations of the Contract shall be limited to foreseeable damages normally covered by the Contract except in cases of wilful misconduct, gross negligence or bodily injury.

由于我方不履行合同所协定重大的责任，而造成的损害赔偿的法律责任，除因故意的不当行为、严重疏忽或身体伤害的情况外，将被限制在合同中所涵盖的可预见的损害赔偿范围内。

- 12.2 Insofar as our liability according to 12. is excluded or restricted, this shall also apply to the personal liability of our employees, personnel, staff and vicarious agents, not, however, to our legally authorized representatives and senior management.

我方的法律责任，根据第十二条款，被排除或限定，该被排除或限定的法律责任亦将适用于我方的员工，雇员，代表及代理的个人法律责任，但，并不适用于我方的法定代表和高级管理人员。

- 12.3 To the extent that the customer is entitled to claim for damages according to 12. these shall elapse with expiry of the applicable time limit pursuant to 8.4 for material defects. In the event of claims for wilful misconduct and damages under the Product Liability Act, the legal time limits shall apply.

根据第 12 条款，客户在某程度上有损害索赔权，其索赔时效会依随第 8.4 条款因物料缺陷的索赔时效而失效。根据产品责任法，就故意失当行为和损害之索赔，则法律有效时限将适用。

- 12.4 The burden of proof shall remain unaffected by the provisions in 12.

举证责任将不受第 12 条款所影响。

### **13. Software Usage**

软件使用

- 13.1 Insofar as the Deliveries comprise software, the Customer shall be granted a non-exclusive right to use the respective software including its documentation for the use of the Deliveries.

凡供货有包括软件，客户是获得非独有权去使用有关软件，包括其中文件去操作所付运的供货。

- 13.2 The Customer may only copy, edit or translate the software or convert its object code to source code to the extent as stipulated in §§ 69(a) et seqq. of the German Copyright Act. The Customer shall neither remove our manufacturer's details, in particular, our copyright note, nor shall it change them without our explicit prior written approval.

在根据德国版权法§§ 69 (a) et seqq.的规定范围内，客户只可复印、编辑、或翻译软件或将物体的密码变换至来源密码。客户不可移除本公司的制造商详情，尤其是本公司的版权摘记，或在未征得本公司明确书面同意前擅自改动。

- 13.3 All other rights concerning the software and its documentation including copies thereof shall remain with us. Sublicensing by the Customer shall not be permissible.

所有其他有关软件及其文件包括副本的权利全仍属本公司所有。客户是不被允许再分授特许其版权。

### **14. Confidentiality**

保密

- 14.1 The parties shall not without the written consent of the other party pass documents, knowledge and information, tools, molds, samples, models, profiles, drawings, data standard sheets, manuscripts and other technical documentation - irrespective of the data medium - ("Information") to third parties or use such Information for purposes other than for the purposes of the Contract. This shall not apply to Information which at the time of receipt is generally known or was already known by the receiving party without being obliged to maintain the duty of confidentiality, was transferred by a third party or was developed by the receiving party.

双方不应在没有取得另外一方的书面同意前将文件、知识和资料、工具、模型、样本、模版、档案、绘图、数据标准图表，手稿和其他技术文件 – 不论以任何数据媒介 (“资料”) 传递给第三方或用于有别于合同原订的用途。本条款不适用于该些在接收时已一般地周知的资料或接收方在接收时已得知不用保持机密的资料，或是由第三方传送又或是由接收方发展出来的资料。

**14.2 Information shall be returned to us without delay if a Contract is not awarded. A right of retention by the Customer shall be excluded.**

如果合同得不到确立，资料必须立刻返还我方。而客户的保留权则被排除。

**15. Jurisdiction**

司法管辖权

The exclusive place of jurisdiction - also for cheques and bills receivable - is Nuremberg, Germany.

德国纽伦堡为独有司法管辖权，以及支票及应收票据的地区。

**16. Applicable Law**

适用法律

German substantive law shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

德国实体法律将独有地适用。1980年4月11日通过的 [联合国货物销售合同公约] 则排除适用。

**17. Language**

文字

These Terms and Conditions of Sale shall be written in English and in Chinese language, the Chinese version shall be used as a reference only. However, should any inconsistency arise between the English and Chinese versions of the Terms and Conditions of Sale, the English version shall prevail.

本销售条款应以中英文签订，中文文本只作为参考。但如果本销售条款的英文和中文文本有任何不一致，应以英文文本为准。