

## 提供支援和服務的一般條款和條件

# GENERAL TERMS AND CONDITIONS FOR PROVIDING SUPPORT AND SERVICES

### 1. 範圍，一般

#### 1. SCOPE, GENERAL

- 1.1 本提供支援和服務的一般條款和條件（“服務一般條款和條件”）申克博士測試設備（昆山）有限公司（“申克博士公司”）與其客戶。本服務一般條款和條件適用於申克博士公司與客戶之間就客戶購買的申克博士公司一個或多個檢測系統（“檢測系統”）提供支援和服務的標的所簽訂的一切合同。

These General Terms and Conditions for providing support and services (“GTC Service”) apply to all business relations between Dr. Schenk Inspection Systems (Kunshan) Co. Ltd. (“Dr. Schenk”) and its Customers. These GTC Service apply to all contracts between Dr. Schenk and the Customer with the subject of providing support and services for one or more Dr. Schenk inspection systems (“Inspection System”) purchased by the Customer.

- 1.2 本服務一般條款和條件唯一適用。特此明確排除適用客戶的任何一般條款和條件。如果客戶在標準訂單或者確認書中指明適用其一般條款和條件，並以此擬將該等條款和條件納入本合同的，則本條規定同樣適用。

These General Terms and Conditions Service apply exclusively. The applicability of any Customer’s General Terms and Conditions is hereby expressly rejected. This shall also apply where the Customer has indicated in standardized order forms or in connection with letters of confirmation that his General Terms and Conditions are applicable, intending by such action to incorporate them into the contract.

### 2. 合同訂立

#### 2. CONTRACT CONCLUSION

- 2.1 申克博士公司的報價不具有約束力。客戶發佈的訂單是具有約束力的合同要約。在申克博士公司書面確認客戶的訂單之前，申克博士公司與客戶之間並未訂立合同。

The quotations by Dr. Schenk are non-binding. The order placed by the Customer is a binding contractual offer. A contract between Dr. Schenk and the Customer is not concluded until Dr. Schenk confirms the order placed by the Customer in writing.

- 2.2 對訂單作出的更改需要經申克博士公司的明確書面同意。因此而產生的任何額外費用均由客戶承擔。

Changes to the order require the express written consent of Dr. Schenk. Any additional costs incurred as a result are borne by the Customer.

### 3. 供貨/服務範圍

#### 3. SCOPE OF SUPPLY / SERVICES

##### 3.1 持續支持和維護

##### Continuous support and maintenance

- 3.1.1 申克博士公司將在一般故障排除和檢測過程中不斷為客戶提供支援。申克博士公司還負責處理檢測系統軟件和硬件的技術維護。客戶可以選擇不同的服務模組或將它們按條件組合起來。服務範圍和檢測系統的確切名稱將在報價單中予以注明。除非另有約定，所有的報價都是基於當前“服務模塊價格表”的相應有效版本。

Dr. Schenk supports the Customer continuously as part of general troubleshooting and in the inspection process. Dr. Schenk also handles the technical maintenance of the software and hardware of the Inspection System. The Customer can choose between various Service Modules or combine them under certain conditions. The scope of services and the exact designation of the Inspection System are specified in the quotation. All quotations are, unless otherwise agreed to, based on the current “Price List Service Modules” in their respective valid version.

- 3.1.2 客戶可在一般營業時間內根據第 11 條中指定的聯繫方式與申克博士公司客服部進行聯繫。

The Customer can reach Dr. Schenk Customer Service during general business hours and under the

contact information as specified in Section 11.

- 3.1.3 如果合同中單獨約定了一般營業時間以外的隨叫隨到服務，則客戶可以通過合同簽訂時提供的電話號碼與申克博士公司客服部進行聯繫。國家法定假期一律不提供隨叫隨到服務。

To the extent that an on-call service outside of the general business hours is separately contractually agreed to, the Customer can reach Dr. Schenk Customer Service at a phone number that is to be provided at the time of contract conclusion. On-call service is always excluded on national holidays.

- 3.1.4 服務範圍不包括在約定的服務模組之外執行的工作，也不包括由於非按照合同約定使用檢測系統、客戶對其進行獨立修改或由於使用第三方軟件所需開展的工作。這同樣適用於因客戶違反注意義務而導致的故障。

Work that is performed outside of the agreed upon Service Module or work that is necessary as a result of the non-contractual use of the Inspection System, independent modifications by the Customer or due to the use of third-party software is not included in the Service Modules. The same applies to malfunctions resulting from a violation of the duty of care by the Customer.

## 3.2 延長質保

### Extended warranty

- 3.2.1 申克博士公司延長報價單中規定的部件質保和時間段。批准延長質保的前提條件是根據第 3.1 條規定在設備保修期完成時簽訂維護協議。維護協議至少必須包括營業時間內的電話支援和每年一次的現場維護訪問，並在整個質保期內不間斷地保持該協議有效。

Dr. Schenk extends the warranty for the component(s) defined in the quotation for the period of time stated therein. Prerequisite for granting an extended warranty is the conclusion of a maintenance agreement according to Section 3.1, which has to occur at the end of the warranty period for the Inspection System. At a minimum, the maintenance agreement must include phone support during business hours and an annual on-site maintenance visit and be maintained throughout the warranty period without interruption.

- 3.2.2 延長質保包括更換備件和人工的費用。這並不包括差旅時間和費用。"備件"在此可指為整個部件或其中一部份。

The extended warranty includes the cost for the spare part and labor for the replacement. This does not cover travel times and costs. The term "spare part" can refer to entire components or a part of a component.

- 3.2.3 延長質保不包括因外部影響（如火災、電湧）或不當使用而造成的損害，包括非預期目的的使用或非根據申克博士公司的正確使用、正確維護或保養說明的處理。

The extended warranty does not extend to damages resulting from external influences (such as fire, power surge) or improper use, including the use for a purpose other than the intended purpose or handling other than according to the instructions by Dr. Schenk for proper use, proper maintenance or care.

- 3.2.4 申克博士公司保留審查客戶與任何質保和/或損害索賠有關的維護文件的權利，並可在發現存在不當使用證據的情況下完全停止提供質保的權利。

Dr. Schenk reserves the right to review the maintenance documentation in association with any warranty and/or damage claims and to discontinue the warranties entirely in such cases where evidence of improper use is observed.

## 3.3 質保期外的維修服務

### Repair services outside of the warranty period

- 3.3.1 申克博士公司將根據客戶的要求通過遠程診斷或現場對檢測系統進行質保期外的維修。該費用將根據時間和材料進行結算。根據要求，申克博士公司將提供一份預算報價單，說明預期的服務範圍和檢測系統的確切名稱。

除非另有約定，所有預算報價都是基於“服務模組塊價格表”的相應有效版本。

Dr. Schenk will carry out repairs on the Inspection System outside of the warranty period upon the Customer's request via remote diagnosis or on-site. The cost will be billed based on a time and material basis. Upon request, Dr. Schenk will provide a budgetary quotation specifying the anticipated scope of services and the exact name of the Inspection System. All budgetary quotations are, unless otherwise

agreed to, based on the "Price List Service Modules" in the respective valid version.

3.3.2 客戶可在一般營業時間內根據第 11 條規定的聯繫方式與申克博士公司客服部進行聯繫。

The Customer can reach Dr. Schenk Customer Service during general business hours and under contact information as specified in Section 11.

**3.4 備件和升級**

Spare Parts and Upgrades

3.4.1 備件及升級改造的供貨範圍和相應的價格在報價單中予以指明。

The scope of supply and corresponding prices for spare parts and upgrades are specified in the quotation.

3.4.2 檢測系統的標準備件將在五個工作日內發貨給客戶，但以前出售為準。

Standard spare parts for the Inspection System will be shipped to the Customer within five working days, subject to prior sale.

**3.5 培訓**

Training

3.5.1 申克博士公司提供檢測系統的操作及設定培訓。客戶可以選擇不同的培訓級別，或對不同的培訓級別進行組合。有關內容的確切描述可在申克博士公司課程說明中找到，該說明將根據要求發送給客戶。

Dr. Schenk provides training for the operation and set up of the Inspection System. The Customer can choose between various training levels or combine them. An exact description of the contents is available in the Dr. Schenk Course Descriptions, which are sent to the Customer upon request.

3.5.2 根據培訓級別的不同，申克博士公司提供針對客戶的個人培訓課程，這些課程可以在客戶所在地或申克博士公司所在地進行。另外，申克博士公司還在其所在地提供一般的團體培訓。服務範圍將在報價單中詳細說明。除非另有約定，所有的報價均基於“培訓價格表”的相應有效版本。

Depending on the training level, Dr. Schenk offers Customer-specific individual training courses, which are conducted either on-site at the Customer location or at the Dr. Schenk site. Alternatively, Dr. Schenk offers general group training at its site. The scope of services is specified in more detail in the quotation. All quotations are, unless otherwise agreed to, based on the "Price List Training" in the respective valid version.

**3.6 檢測優化支持 ( IPRS ) / 檢測工藝支持 ( IPS )**

Inspection Process Ramp-Up Support (IPRS) / Inspection Process Support (IPS)

3.6.1 申克博士公司為客戶提供檢測系統運行參數設置支援，作為客戶要求的時間分配的一部分。服務範圍和相關檢測系統在報價單中詳細說明。除非另有約定，所有的報價都是基於“服務模塊價格表”的相應有效版本。

Dr. Schenk supports the Customer in the system parameter setting for the operation of the Inspection System as part of a Customer requested hour contingent. The scope of services and the respective Inspection System(s) are specified in more detail in the quotation. All quotations are, unless otherwise agreed to, based on the "Price List Service Modules" in the respective valid version.

3.6.2 客戶可在一般營業時間內根據第 11 條規定的聯繫方式與申克博士公司客服部進行聯繫。

The Customer can reach Dr. Schenk Customer Service during general business hours and under contact information as specified in Section 11.

**4. 客戶的義務**

**4. OBLIGATIONS OF THE CUSTOMER**

4.1 客戶根據操作手冊獨立開展定期維護工作，並記錄其範圍和時間。

The Customer carries out regular maintenance work independently according to the operator manual and documents them in scope and time.

4.2 客戶有責任根據操作手冊定期創建和歸檔當前系統和應用程式的備份。這項工作尤其必須在執行服務之前完成。

The regular creation and archiving of current system and application backups according to the operator manual is the responsibility of the Customer. This must especially occur prior to the performance of services.

- 4.3 客戶將向申克博士公司提供執行服務所需要的所有資訊，並應根據申克博士公司要求提供支援。  
The Customer will make all information available that is required by Dr. Schenk for the performance of the services and will support Dr. Schenk upon request.
- 4.4 客戶應提供經過培訓的連絡人，在出現技術問題時作為申克博士公司人員的初始連絡人。  
The Customer will provide trained contact persons who act as the initial contact for Dr. Schenk personnel in the event of technical problems.
- 4.5 如果客戶希望推遲已經確認的預約（如維護預約、IPRS 日期），其有義務至少提前一周通知申克博士公司。否則，申克博士公司有權收取 1750 元人民幣誤工費以及差旅費，這些費用要麼不可取消，要麼已經發生。如果推遲與第 3.5 條規定的培訓日期有關，則相應適用第 10.3 條。  
If the Customer wishes to postpone an expressly confirmed appointment (such as a maintenance appointment, IPRS date), he is obligated to notify Dr. Schenk accordingly at least one week prior. Otherwise, Dr. Schenk reserves the right to charge a fee for futile expenditures of RMB 1750 plus travel costs, which are either non-cancelable or have already been incurred. In case the postponement is related to a training date pursuant to Section 3.5, Section 10.3 applies accordingly.
- 4.6 任何形式的故障必須在發現後立即報告給申克博士公司。  
Malfunctions of any kind must be reported to Dr. Schenk immediately upon detection.
- 4.7 在商定的支援和服務時間表中，客戶將提供執行服務所需的所有系統組件的訪問權，並啟動整個系統的停運和調試。  
During the agreed schedule for support and services, the Customer will provide access to all system components required to perform the service and initiate the shutdown and start-up of the complete system.
- 4.8 在申克博士公司根據第 3.1、3.3 或 3.6 條提供服務的情況下，客戶將按照報價單的規定向申克博士公司提供檢測系統的遠端程維護訪問。該訪問必須符合操作說明書中“設定遠端程控制連接”文件中列出的要求，該文件將按客戶要求發送。  
To the extent that Dr. Schenk provides services according to Sections 3.1, 3.3 or 3.6, the Customer will provide Dr. Schenk with remote maintenance access to the Inspection System as specified in the quotation. This access must meet the requirements listed in the operator manual under “Setting Up a Remote Access Connection”, which is sent to the Customer upon request.

## 5. 付款和付款條款

### 5. COMPENSATION AND PAYMENT TERMS

- 5.1 根據第 3.1 和 3.5 條提供的服務按統一費率進行支付。第 3.1 條項下服務的補償必須每年提前支付。在收到付款之前，申克博士公司沒有義務提供服務。  
Services according to Sections 3.1 and 3.5 are paid at a flat rate. The compensation for services according to Section 3.1 must be paid annually in advance. Dr. Schenk is not obligated to provide services until the payment has been received.
- 5.2 以下各項將根據實際工作時間開具發票：  
The following will be invoiced based on actual hours worked:
- 第 3.3 條項下服務  
Services according to Section 3.3
  - 任何形式的現場訪問的差旅時間  
Travel times for on-site visits of any kind
  - 定期維護期間的等待時間，總時間超過總工作時間的 10%  
Wait times during regular maintenance that total more than 10% of the total work time

- 在營業時間以外依據合同約定另行提供服務所產生的工作時間  
Work hours that are incurred as part of a separate contractually agreed availability outside of the business hours
  - 針對約定維護計畫之外的缺陷的補救費用  
Costs for the remedy of defects that are outside of an agreed maintenance schedule
- 差旅費用將根據實際發生的費用進行結算。  
Travel costs will be billed based on the actual incurred costs.

- 5.3 根據第 3.6 條規定的時間分配將提前計費，並按實際工作時間扣除。在收到付款之前，申克博士公司沒有義務提供服務。  
Hour contingents according to Section 3.6 will be billed in advance and reduced by the number of actual hours worked. Dr. Schenk is not obligated to provide services until the payment has been received.
- 5.4 質保期外的任何備件費用不包括在服務範圍內，並單獨計費。  
Costs for any spare parts outside of the warranty period are not included in the scope of services and billed separately.
- 5.5 所有價格均不包含增值稅、銷售稅或使用稅、預扣稅和/或任何其他適用的稅收和關稅。申克博士公司不承擔任何稅收、關稅或相關費用。任何銀行手續費都應由客戶承擔。  
All prices exclude VAT, Sales or Use tax, Withholding tax, and / or any other applicable taxes and duties. Any taxes, duties or related fees shall not be borne by Dr. Schenk. Any bank charges shall be borne by the Customer.
- 5.6 所有發票均應在 14 天內支付淨額。  
All Invoices are payable within 14 days net.

## 6. 發貨

### 6. SHIPMENT

- 6.1 在中國境內(備用)零件將被運往 DAP 客戶位址(國際貿易術語解釋通則 2020)，費用由客戶承擔。否則應適用 FCA (地址：中國昆山市張浦鎮垌坵路 181-2 號 4 號廠房) (《2020 年國際貿易術語解釋通則》)，包括包裝，但不包括保險或運輸費用。  
Within P.R. China (Spare) parts will be shipped DAP Customer address (Incoterms 2020) at Customer's cost. Otherwise, FCA No 181.Tongqiu Rd. Zhang Pu Township, Kunshan City, Jiangsu Province, P.R China (Incoterms 2020) shall apply, including packaging, but excluding insurance or transport costs.
- 6.2 如果在約定日期或申克博士公司發貨準備就緒通知後一周內仍未提取貨物，申克博士公司保留收取合理倉儲費用的權利。  
If the goods have not been picked up on the agreed date or within one week after Dr. Schenk's notification of readiness for shipment, Dr. Schenk reserves the right to charge reasonable storage costs.

## 7. 申克博士的義務

### 7. OBLIGATIONS OF DR. SCHENK

- 7.1 申克博士公司保證備件和硬件升級自安裝之日起六個月(備件)或十二個月(硬件升級)內無材料或工藝缺陷，並應在此期間內承擔出現缺陷時維修或更換的所有人工和材料費用。保修期不晚於發貨後四周開始。第 3.2.3 和 3.2.4 節相應適用。  
Dr. Schenk warrants that the spare parts and hardware upgrades are free of defects in material or workmanship for a period of six months (spare parts) or twelve months (hardware upgrades) starting with the date of installation and shall within this period assume all costs for labor and material for their repair or replacement in case of a defect. The warranty period commences no later than four weeks after shipment.

Sections 3.2.3 and 3.2.4 apply accordingly.

- 7.2 申克博士公司確保所有合同約定的服務均由合格人員執行。如果之前的維修證明不完整，檢測系統仍出現缺陷，申克博士公司必須進行維修。

Dr. Schenk ensures that all contractually agreed services are performed by qualified personnel. Defects in the Inspection System resulting from previous repairs that are proven to be incomplete must be repaired by Dr. Schenk.

## 8. 責任

### 8. LIABILITY

- 8.1 對於因自身故意的不當行為或重大過失造成的任何損害，以及根據法律規定在申克博士公司的控制範圍內對生命和肢體、健康的損害，申克博士公司應承擔責任。這並不影響承擔對因品質無保證而造成的損失責任。

Dr. Schenk shall be liable for any damage caused through willful misconduct or gross negligence as well as for any damage within Dr. Schenk's control arising from the loss of life and limb, health, or well-being pursuant to statutory provisions. This does not affect liability for damages resulting from the lack of a guaranteed quality.

- 8.2 儘管有上述第 8.1 條的規定，Dr. Schenk 也僅對 Dr. Schenk 的業務或產品責任保險承保的性質和範圍內的損害負責。對進一步的責任，特別是間接或後果性損害的責任，例如利潤損失或生產損失，不包括在內。Dr.

Schenk 為每項業務和產品責任投保了各 1000 萬歐元的保險。

Notwithstanding the foregoing Section 8.1, Dr. Schenk shall be liable for any damage only as to the nature and extent covered by Dr. Schenk's business or product liability insurance. Further liability, in particular liability for indirect or consequential damage, e.g., loss of profit or loss of production, is excluded. Dr. Schenk maintains a business and product liability insurance of EUR 10 million each.

- 8.3 只要 Dr. Schenk 的責任被排除或限制，這也應適用於其雇員、代表和代理人或 Dr. Schenk 為履行合同而使用的其他第三方的責任。

Insofar as Dr. Schenk's liability is excluded or limited, this shall also apply to the liability of its employees, representatives and agents or other third parties used by Dr. Schenk for the fulfillment of the contract.

## 9. 法定時效

### 9. STATUTORY LIMITATION

除第 8.1 條規定的索賠外，客戶的索賠將在一年後失效。時效期自確立相應的索賠權且客戶得知索賠理由和責任方身份或因重大過失未能得知這些資訊之日開始。

Claims of the Customer, with the exception of those in accordance with Section 8.1, shall be time-barred after one year. The period of limitation commences on the date the respective right to claim is established and the Customer learns of the grounds for the claim and the identity of the party liable or fails to learn of such through gross negligence.

## 10. 期限和終止

### 10. TERM AND TERMINATION

- 10.1 第 3.1 條項下服務合同的最低期限為一年。開始及終止期限在供貨內定明。

The minimum term for contracts for services in accordance with Section 3.1 is one year. The start and the end of the term are specified in the offer.

- 10.2 如果客戶根據第 3.4 條終止供貨合同，其同意對於申克博士公司以具有約束力且不可撤銷的方式從其供應商處訂購的且不能用於其他客戶的那些部件，向申克博士公司進行賠償。

In case the Customer terminates a contract on supply according to Section 3.4, he agrees to reimburse Dr. Schenk for those parts that Dr. Schenk has ordered bindingly and irrevocably from its suppliers and that cannot be used for another customer.

- 10.3 有關第 3.5 條項下服務的合同可在預約確認前四周內終止，且不收取任何費用。此後，申克博士公司保留向客戶收取訂單價值 50% 的權利。如果客戶在提前不到兩周的時間發出通知的情況下終止合同，則申克博士公司可收取訂單價值的 100%。

Contracts on services according to Section 3.5 can be terminated up to four weeks prior to the confirmed appointment without charge. After that Dr. Schenk reserves the right to charge the Customer with 50% of the order value. In case the Customer terminates the contract by giving less than two weeks' notice, 100% of the order value can be charged by Dr. Schenk.

- 10.4 若一方在很長一段時間內不斷違反合同義務，導致繼續保持合同關係變得不合理，則以正當理由終止合同的權利仍不受影響，且可以行使這一權利。然而，如有效終止合同，須在完全終止合同之前發出警告，設定至少 30 天的最後期限，且該警告未能導致問題得到解決。

The right to terminate for good cause shall remain unaffected and can be exercised where one party is constantly in breach of the obligations it owes under the contract over a lengthy period of time, rendering continuation of the contractual relationship unreasonable. Nevertheless, to be effective, termination absolutely must be preceded by a warning setting a deadline of at least 30 days, which failed to bring about a resolution.

## 11. 可用性和聯繫方式

### 11. AVAILABILITY AND CONTACT INFORMATION

客戶可在一般營業時間內聯繫申克博士公司客服部

週一至週五： 8:30-17:30

通過以下聯繫方式：

電話： +86-400-0215-718

電子郵件：[聯繫從](#)

The Customer can reach Dr. Schenk Customer Service during general business hours

Monday – Friday: 8:30 – 17:30

under the following contact information:

Phone: ++86-400-0215-718

E-Mail: [Contact form](#)

## 12. 適用法律和仲裁

### 12. APPLICABLE LAW AND ARBITRATION

- 12.1 本協議應受中華人民共和國法律的約束，但不適用《聯合國國際貨物銷售合同公約》(CISG)。

These GTC Service are subject to the laws of the People's Republic of China excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

- 12.2 凡因本協議引起的或與本協議有關的一切爭議，如協商不能解決，則應根據中國國際經濟貿易仲裁委員會的仲裁規則指定一名或多名仲裁員根據上述規則進行仲裁。該等仲裁員的仲裁裁決是終局，對雙方均具有約束力和決定性。仲裁地點應為中國上海。仲裁語言為中文。

All disputes arising out of or in connection with this agreement, which are not settled by negotiation, shall be settled under the Rules of Arbitration of the China International Economic and Trade Arbitration Commission by one or more arbitrators appointed in accordance with such Rules, and the award and determination of such arbitrators shall be final, binding and conclusive upon both parties. The place of arbitration shall be Shanghai, PR China. The language of the arbitration shall be Chinese.

### 13. 最後規定

#### 13. FINAL PROVISIONS

- 13.1 對本合同的所有修改和補充必須以書面形式進行；此外，該等修改和補充需要明確提及本合同。該規定同樣適用於放棄書面形式的要求。

All amendments and supplements to this contract must be made in writing; moreover, they require express reference to this contract. This shall also apply to the waiver of the written form requirement.

- 13.2 如果本合同的任何條款無效或不可執行，或變得無效或不可執行，則該條款不影響其餘條款的有效性。然而，雙方必須將無效或不可執行的條款替換為最接近不可執行條款的經濟效益的其他條款；該規定同樣適用於任何遺漏或漏洞的情況。

Should any provision of this contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. However, the parties must replace the invalid or unenforceable provision with another provision that most closely approximates the economic effect of the unenforceable provision; the same shall apply with respect to any omission or loophole.

- 13.3 本《服務一般條款和條件》是以中文和英文書寫的。兩種語言都是等效的。如有任何爭議，應以中文版本為準。

The GTC Service are written in Chinese and English. Both languages are equivalently valid. If any disputes arise, the Chinese edition shall prevail.