GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
销售和交货的一般条款和条件

1. SCOPE, GENERAL
1. 范围，一般

1.1 These General Terms and Conditions of Sale and Delivery (“GTC Sales”) apply to all business relations between Dr. Schenk GmbH Industriemesstechnik (“Dr. Schenk”) and its customers (“Buyer”) who are not consumers in the sense of § 13 BGB (German Civil Code). These General Terms and Conditions apply to all contracts with the subject of sale and /or delivery of movable property (“Goods”) between Dr. Schenk and the Buyer.
本《销售和交货的一般条款和条件》（“销售通则”）适用于 Dr. Schenk GmbH Industriemesstechnik（"Dr. Schenk"）与其客户（"买方"）之间的所有业务关系，这些客户不属于《德国民法典》第 13 条所指的消费者。这些一般条款和条件适用于 Dr. Schenk 与买方之间所有以销售和/或交付动产为主题的合同。

1.2 These GTC Sales apply exclusively. The applicability of any Buyer’s General Terms and Conditions is hereby expressly rejected. This shall also apply where the Buyer has indicated in standardized order forms or in connection with letters of confirmation that its General Terms and Conditions are applicable, intending by such action to incorporate them into the contract.
本《销售通则》独家适用。任何买方的一般条款和条件在此被明确排除适用。如果买方已在其标准订单或与确认函相关的文件中表明其通用条款和条件适用，并打算通过此类行为将其纳入合同，则也应被排除适用。

1.3 Dr. Schenk reserves the ownership and usage rights to drawings, plans, documentation and other documents prepared by Dr. Schenk without restriction. They may only be made accessible to third parties with prior consent of Dr. Schenk. If no contract is concluded between the Buyer and Dr. Schenk, they must be returned immediately upon request.
Dr. Schenk 不受限制地保留对 Dr. Schenk 编写的图纸、计划、文件和其他文件的所有权和使用权。只有在事先征得 Dr. Schenk 的同意后，才可向第三方提供这些文件。如果买方与 Dr. Schenk 之间没有签订合同，则必须根据要求立即归还这些文件。

1.4 Dr. Schenk grants the Buyer a non-exclusive right of use to its standard software and firmware only to the extent that is absolutely necessary for the contractual use of the Goods. The Buyer may create a backup copy of the standard software without express consent.
Dr. Schenk 授予买方对其标准软件和固件的非独家使用权，但仅限于合同标的物的绝对必要使用范围。买方可以在未经明确同意的情况下创建标准软件的备份。

2. CONTRACT CONCLUSION
2. 签订合同

2.1 Quotations issued by Dr. Schenk are non-binding. The order placed by the Buyer is a binding contractual offer. A contract between Dr. Schenk and the Buyer is not concluded until Dr. Schenk confirms the order placed by the Buyer in writing.
Dr. Schenk 的报价不具约束力。买方所下的订单是具有约束力的合同要约。在 Dr. Schenk 以书面形式确认买方所下的订单之前，Dr. Schenk 与买方之间的合同并不成立。

2.2 Changes to the order require express written consent of Dr. Schenk. Any additional costs incurred as a result are to be borne by the Buyer.
对订单的修改需要得到 Dr. Schenk 的明确书面同意。由此产生的任何额外费用均由买方承担。 .

3. SCOPE OF SUPPLY
3. 供应范围

The scope of supply is determined by the respective quotation and its attachments “System Description” and “General Technical Data Sheet”.
供应范围由相应的报价及其附件 "系统描述 "和 "一般技术数据表 "决定。

4. OBLIGATIONS OF THE BUYER
4. 买方的义务

All critical dates are to be recorded in a jointly prepared milestone plan that is binding for both parties. The milestones are directly dependent on one other. If a milestone is delayed by the Buyer, the entire milestone plan must be redefined in mutual consultation and the delivery date adjusted. The milestone plan is a binding part of the contract and can be changed by mutual agreement at any time.
所有的关键日期都要记录在共同编制的里程碑计划中，该计划对双方都有约束力。这些里程碑是直接相互依赖的。如果买方推迟了里程碑计划，则整个里程碑计划必须在双方协商的基础上重新制定，并调整交付日期。里程碑计划是合同的一个有约束力的部分，可以在任何时候通过双方的协议进行修改。

5. PAYMENT TERMS
5. 付款条件

5.1 Unless otherwise agreed in writing, the following terms of payment shall apply:
除非另有书面约定，否则应适用以下支付条款：

5.1.1 50% of order value (hereinafter referred to as “Advance Payment”) after order acknowledgement, payable net 14 days after Advance Payment invoice date.
订单确认后，订单总价的 50%（以下称为“预付款”）应在预付款发票日期后的 14 天内付清。

5.1.2 40% of order value, payable net 10 days prior to notification of readiness for shipment; shipment will be effected once payment is received. If shipment is postponed due to circumstances beyond Dr. Schenk’s control, the payment remains due according to the originally confirmed shipment date.
订单总额的 40%在通知准备发货前 10 天付清；一旦收到付款，即开始发货。如果由于 Dr. Schenk 无法控制的情况而推迟了发货，则付款日期仍应按照最初确定的装运日期付款。

5.1.3 10% of order value, payable net 14 days after final acceptance. If final acceptance is delayed due to circumstances beyond Dr. Schenk’s control, the final payment is due eight weeks after shipment at the latest.
订单总价的 10%应在最终验收后 14 天内付清。若由于 Dr. Schenk 无法控制的情况而导致最终验收延迟，则最迟应在发货后八周内支付尾款。

5.2 Upon written request Dr. Schenk will provide a limited bank guarantee in the amount of the Advance Payment valid until shipment. Additionally, on written request Dr. Schenk will provide a limited bank guarantee for fulfillment of warranty obligations valid for the duration of the warranty period.
根据书面要求，Dr. Schenk 将提供一份有效期至装运日、金额为预付款金额的有限的银行保函。此外，根据书面要求，Dr. Schenk 将为履行保修义务提供一份在保修期内有效的有限的银行保函。

5.3 Travel expenses and daily allowances are not included in the order value; they will be invoiced separately at cost.
差旅费用和每日津贴不包括在订单价值中；它们将按成本单独开具发票。

5.4 All prices include packaging but exclude VAT, Sales or Use tax, and / or any other applicable taxes and duties. Unless otherwise agreed in writing, insurance and transport costs are not included. Any taxes, duties or related fees shall not be borne by Dr. Schenk. Any bank charges shall be borne by the Buyer.
所有价格包括包装，但不包括增值税、销售税或使用税和/或任何其他适用的税收和关税。除非另有书面约定，否则不包括保险和运输费用。任何税收、关税或相关费用均不由 Dr. Schenk 承担。任何银行费用都应由买方承担。

5.5 All Invoices are payable within 14 days net.
所有的发票都应在 14 天内支付净额。

6. RETENTION OF TITLE
6. 保留所有权

6.1 Dr. Schenk retains full legal title to and ownership of all delivered Goods until all outstanding amounts under the contract have been paid in full.
在本协议条款下，所有款项未全部付清之前，Dr. Schenk 保留所有已交付货物的完整合法权利和所有权。

6.2 The Buyer is obligated to handle the delivered Goods with care as long as title has not passed to the Buyer. In particular, the Buyer agrees to insure the delivered Goods adequately against theft, fire and water damage at its own cost and in the amount of their original value.

即使货物所有权尚未移交给买方，买方仍有义务谨慎处理已交付的货物。特别地，买方同意自费按货物的原值为所交付的货物充分投保偷窃、火灾和水渍险。

7. SHIPPING LEAD TIME AND SHIPPING TERMS
7. 装运时间，运输条款

7.1 The shipping lead time specified in the quotation starts after order acknowledgement, clarification of all technical details (release to build) and receipt of the Advance Payment, whichever is last. Delayed payment might cause a delay in shipment. Partial deliveries are allowed.
报价中规定的发货时间从订单确认、澄清所有技术细节（开始生产）和收到预付款之后开始起算，以最后的时间为准。延迟付款可能导致发货的延迟。允许部分交货。

7.2 If Dr. Schenk is prevented from fulfilling its contractual obligations by force majeure such as, but not limited to, war, terror, fire, flood, earthquake, epidemics and pandemics, strikes or official orders, Dr. Schenk will inform the Buyer immediately. In the event of force majeure, delays in delivery may occur for which Dr. Schenk is not responsible.
如果 Dr. Schenk 因不可抗力而无法履行其合同义务，不可抗力例如但不限于战争、恐怖活动、火灾、洪水、地震、流行病和大流行病、罢工或官方命令，Dr. Schenk 将立即通知买方。在发生不可抗力的情况下，可能会出现延迟交货的情况，Dr. Schenk 对此不承担责任。

7.3 Unless otherwise agreed in writing, deliveries shall be made FCA Bussardstrasse 12, 82166 Graefelfing, Germany (Incoterms 2020) excluding container stuffing.
除非另有书面约定，否则应以 FCA Bussardstraße 12, 82166 Graefelfing, Germany（《国际贸易术语解释通则》2020）进行交付，不包括集装箱装箱操作。

7.4 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.
如果在约定的日期或 Dr. Schenk 通知准备装运后一周内仍未提货，Dr. Schenk 保留收取合理仓储费用的权利。

7.5 To ensure the secure chain of supply in civil aviation according to regulations (EG) No 300/2008 and (EG) No 2015/1998 Dr. Schenk has maintained its qualification as a "known consignor" since 2013. This qualification allows for the dispensation of extensive security controls, which facilitates accelerated handling of air freight cargo. If the Buyer opts to ship Goods in this manner, transportation of the Goods from Dr. Schenk's loading dock in Graefelfing to any airport shall be carried out by a "regulated" forwarder. The Buyer acknowledges that if the Buyer assigns or specifies a non-regulated forwarder to transport the Goods, the security of the supply chain will be broken, and separate security checks will be required which, depending on size and weight of the Goods, may not be available at the specified airport. Any costs resulting from such situation shall be borne by the Buyer and Dr. Schenk shall not be responsible for any resulting delay.
根据（EG）第 300/2008 号和（EG）第 2015/1998 号法规，为确保民航供应链的安全，Dr. Schenk 自 2013 年以来一直保持"知名托运人"的资格。这有助于加快处理空运货物，因为可以免除大量的安全控制。但是，这要求将货物从 Dr. Schenk 位于 Graefelfing 的装卸场到任何机场的运输必须由"受监管的"货运代理进行。如果买方分配或指定了不受监管的货运代理，则供应链的安全性将被破坏，并产生严重的后果:将强制进行单独的安全检查，具体取决于大小和重量，这可能无法在指定的机场进行。由这种情况引起的所有费用应由买方承担。此外，Dr. Schenk 不对相应措施导致的任何延误负责。

7.6 The Buyer undertakes not to sell, export, or re-export, either directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods delivered under or in connection with this contract that fall under the scope of Article 12g of Regulation (EU) No 833/2014 or under the scope of Article 8g of Regulation (EC) No 765/2006. The Buyer shall use its best efforts, by means of suitable control mechanisms, to ensure that the purpose of the preceding sentence is not undermined by third parties further down the commercial chain, including possible resellers. The Buyer shall inform Dr. Schenk of any problems in applying the aforementioned provisions and shall, upon request, provide the corresponding information in writing within 14 days. Any breach of these provisions constitutes a violation of material contractual obligations and may result in extraordinary termination of this contract.
买方承诺，不得直接或间接向俄罗斯联邦或白俄罗斯出售、出口或再出口任何根据本合同交付或与本合同相关的、属于《欧盟条例》（EU）第 833/2014 号第 12g 条或《欧盟条例》（EC）第 765/2006 号第 8g 条适用范围内的货物，也不得将此类货物用于在俄罗斯联邦或白俄罗斯境内使用。买方应尽最大努力，通过适当的控制机制，确保商业链下游的第三方（包括可能的转售商）不会破坏前一句所述的目的。买方应将执行上述规定时遇

到的任何问题告知申克博士，并应要求在 14 天内以书面形式提供相应信息。任何违反这些规定的行为均构成对实质性合同义务的违反，并可能导致本合同被特别解除。

7.7 The Buyer assures Dr. Schenk that the right of disposal of the delivered Goods, as normally held by the owner, will not be transferred to a third party before the Goods have physically left Germany. Otherwise, German VAT has to be applied.
买方向 Dr. Schenk 保证，在货物实际离开德国之前，通常由所有者持有的对所交付货物的处置权不会转移给第三方。否则，必须适用德国增值税。

8. INSTALLATION, COMMISSIONING AND FINAL ACCEPTANCE
8. 安装、调试和最终验收

8.1 If the installation of the delivered Goods is carried out by Dr. Schenk, the document “Prerequisites for the Commissioning of Dr. Schenk Inspection Systems” applies, which is attached to the quotation.
如果所交付货物的安装工作由 Dr. Schenk 执行，则适用 ″Dr. Schenk 检测系统调试的前提条件 ″文件，该文件附在报价中。

8.2 Commissioning and final acceptance of the delivered Goods shall be governed by the document “Prerequisites for the Commissioning of Dr. Schenk Inspection Systems”, which is attached to the quotation. Unless otherwise agreed in writing, final acceptance shall take place immediately after commissioning.
交付货物的调试和最终验收应遵循 ″Dr. Schenk 检测系统调试的前提条件 ″文件，该文件附在报价中。除非另有书面约定，最终验收应在调试后立即进行。

8.3 Final acceptance is granted automatically once the delivered Goods are used in production or at the latest eight weeks after notification of readiness for shipment, if final acceptance is delayed due to circumstances beyond Dr. Schenk’s control.
如果出现由于超出 Dr. Schenk 控制的情况而导致的验收延迟，或者一旦交付的货物投入生产，则最迟在发货后的八周货物将会自动通过最终验收。

9. WARRANTY
9. 保修

9.1 Dr. Schenk System Warranty
Dr. Schenk 设备保修
Dr. Schenk warrants that the system is free of defects in material or workmanship for a period of 12 months starting with the date of final acceptance at the agreed site and shall within this period assume all costs for labor and material for the repair or replacement of defective system components. The warranty period commences eight weeks after the notification of readiness for shipment, at the latest.
Dr. Schenk 保证，从在约定地点完成最终验收之日起的 12 个月内，该设备在材料或工艺上均无任何缺陷，并应在此期间承担维修或更换有缺陷的设备部件所需的全部人工和材料成本。保修期最迟于装运日后八周开始。

9.2 Dr. Schenk 10-year Camera Warranty
Dr. Schenk10 年相机保修
If the Buyer enters into a maintenance contract within two months after expiration of the System Warranty at the latest and maintains this contract without interruption, the warranty period for Dr. Schenk cameras included in the system will be extended to 10 years in total. The 10-year Camera Warranty includes costs for labor and a replacement camera. Travel time and travel costs are excluded.
如果买方最迟在设备保修期结束后两个月内签订维护合同，并保持本合同不间断，则设备中所含 Dr. Schenk 相机的保修期将延长至总计 10 年。十年相机保修包括人工和更换相机的费用，不包括差旅时间和差旅费用。

9.3 The warranty period for repaired or replaced system components recommences on the respective shipping date and ends six months after the end of the original warranty period, at the latest.
维修或更换的设备组件的保修期从相应的发货日期开始，并最迟于设备原始保修期结束后六个月结束。

9.4 All warranties do not cover consumables and wear & tear or any damage to system components, which result from external factors (e.g., to fire, power surges) or improper use, including the use for a purpose other than the intended purpose or the handling contrary to Dr. Schenk’s instructions for a proper use, proper maintenance or care.
所有保修不包括耗材，以及消耗品、设备部件的磨损或任何由于外部因素（例如火灾，电涌）或不当使用（包括出于非预期目的的使用或违反 Dr. Schenk 关于正确使用、适当的维护或保养的说明）而导致的设备部件的磨损或损坏。

9.5 Dr. Schenk reserves the right to review the Buyer's 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.
Dr. Schenk 保留审查买方与任何保修和/或损害索赔相关的维修文件的权利，并有权在发现有不当使用证据的情况下完全终止保修。

10. SUPPORT AND SERIVICE
10. 支持和服务

If the Buyer requests Dr. Schenk to provide additional services such as maintenance and training, the General Terms and Conditions for Providing Support and Services ("GTC Service") shall apply in version valid at the time of the order, which can be accessed at any time on the Dr. Schenk website.
如果买方要求 Dr. Schenk 提供额外的服务，如维护和培训，则应适用《提供支持和服务的一般条款和条件》（"服务通则"），可随时在 Dr. Schenk 网站上查阅。

11. LIABILITY
11. 责任

11.1 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 under the Product Liability Act. The same applies to liability for damages resulting from the lack of a guaranteed quality.
对于因故意的不当行为或重大过失造成的任何损害，以及根据法律规定在 Dr. Schenk 的控制范围内对生命和肢体、健康的损害，Dr. Schenk 应承担责任。该责任不影响产品责任法规定的责任。这同样适用于因缺乏质量保障而造成的损害责任。

11.2 Notwithstanding the foregoing Section 11.1, 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.
尽管有上述第 11.1 条的规定，Dr. Schenk 也仅对 Dr. Schenk 的业务或产品责任保险承保的性质和范围内的损害负责。对进一步的责任，特别是间接或后果性损害的责任，例如利润损失或生产损失，不包括在内。Dr. Schenk 为每项业务和产品责任投保了各 1000 万欧元的保险。

11.3 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.
只要 Dr. Schenk 的责任被排除或限制，这也应适用于其雇员、代表和代理人或 Dr. Schenk 为履行合同而使用的其他第三方的责任。

12. TERMINATION
12. 终止

12.1 The Buyer has the right to terminate the contract at any time in writing with a notice period of one month. In this case the Buyer will compensate Dr. Schenk as follows:
买方有权在任何时候以书面形式终止合同，通知期为一个月。在这种情况下，他将对 Dr. Schenk 进行如下补偿：
- Termination between conclusion of the contract and release to build: 50% of the order value.
- 在签订合同和开始生产之间终止，则支付订单价值的 50%。
- Termination between release to build and notification of readiness for shipment: 90% of the order value
- 从开始生产和通知准备发货之间的终止：支付订单价值的 90%。
- Termination after notification of readiness for shipment: 100% of the order value.
- 在通知准备发货后取消：支付订单价值的 100%

12.2 The right to extraordinary termination for good cause shall remain unaffected and may be asserted if a contractual party persistently and continuously violates its contractual obligations, so that a continuation of the contractual relationship has become unreasonable. However, a prerequisite for an effective termination is in any case an unsuccessful warning with a deadline of at least 30 days.
如果合同一方持续不断地违反其合同义务，使合同关系的存续变得不合理，则守约方以正当理由解除合同的权利应不受影响，并且可以被主张。然而，有效解除的前提条件是，在任何情况下，至少在 30 天的期限内发出解除合同的警告。

13. STATUTORY LIMITATION
13. 法规限制

Claims of the Buyer, with the exception of those in accordance with Section 11.1, shall be time-barred after one year. The period of limitation commences on the date the respective right to claim is established and the Buyer learns of the grounds for the claim and the identity of the party liable or fails to learn of such through gross negligence.
买方的索赔，除根据第 11.1 条的规定外，时效为一年。时效期从各自的索赔权利确立之日，以及买方得知索赔理由和责任方身份之日，或因重大过失未能得知之日开始计算。

14. APPLICABLE LAW AND ARBITRATION
14. 管辖法律与仲裁

14.1 These GTC Sales are subject to the laws of the Federal Republic of Germany excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).
本《销售通则》受德意志联邦共和国的法律约束，但不包括《联合国国际货物销售合同公约》（CISG）的适用。

14.2 All disputes arising out of or in connection with this contract, which are not settled by negotiation, shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or three arbitrators appointed in accordance with the said Rules and the award and determination of such arbitrators shall be final, binding and conclusive upon both parties. The place of arbitration shall be Munich, Germany. The language of the arbitration shall be English.
凡因本协议引起的或与本协议有关的一切争议，如不能协商解决，则应根据国际商会（ICC）的仲裁规则指定三名仲裁员根据上述规则进行仲裁。仲裁裁决是终局的，对双方均具有约束力和决定性。仲裁地点应为德国慕尼黑。仲裁语言为英语。

15. FINAL PROVISIONS
15. 最后规定

15.1 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.
对本协议的所有修改和补充都必须以书面形式进行，并且必须明确提及本协议。这也适用于对书面形式要求的放弃。

15.2 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.
如果本协议的任何条款无效或无法执行，不影响其余条款的有效性。但是，双方必须以最接近不可执行条款的经济效果的条款取代该无效或不可执行条款;同样的规定也适用于任何遗漏或漏洞。

15.3 The GTC Sales are written in Chinese and English. Both languages are equivalently valid. If any disputes arise, the English edition shall be final.
本《销售通则》是以中文和英文书写的。两种语言都是等效的。如有任何争议，以英文版本为准。