

Poppelmann Plastics Kunshan Co., Ltd.
波佩曼塑料制品（昆山）有限公司
No. 329 Jujin Road, Zhangpu Town, Jiangsu
215321 Kunshan, China
江苏省张浦镇聚金路329号
215321 昆山，中国

General Terms and Conditions of Sale 销售的般条款和条件

Version 01.01.2022
2022年1月1日版本

§ 1 Scope 范围

Our General Terms and Conditions of Sale shall exclusively apply, to which our customers, buyers or purchasers (hereinafter jointly referred to as "Purchasers") declare their consent by placing an order with us. These General Terms and Conditions shall equally apply to any future transactions irrespective of not being referred to in later contracts, provided the Purchaser has received them with an order confirmed by us. Inclusion of the Purchaser's General Terms and Conditions of Purchase or any other general business terms and conditions shall be explicitly rejected herewith. These shall include any reference by the Purchaser to his own business terms and conditions even when including any defense and/or exclusivity clauses and not explicitly rejected by the Company, irrespective of the time sequence, unless specifically approved in writing. If an order is placed on terms deviating from our General Terms and Conditions of Sale, exclusively our General Terms and Conditions of Sale shall still be applicable even if we do not explicitly object. Any deviations shall only be applicable subject to our explicit prior written approval.

本销售通用条款和条件仅适用于我们的客户、买方或采购商（以下统称“采购商”）向我们发出订单采购货物的情况。本通用条款和条件同样适用于未来的交易，而无论在后续签订的合同中是否被引用，但前提是采购商已收到本通用条款和条件且订单已由我们确认。采购商的通用条款和条件或是其他商业条款和条件在此应被明确排除适用。除非经我们书面同意，对于采购商引用的其自身的商业条款和条件，即使其中包括任何防卫性及/或排他性条款且未被公司明确拒绝，无论其时间先后，均应被排除适用。如果一份订单的条款背离本销售通用条款和条件的约定，尽管我们并未对此明确反对，本通用条款和条件仍应排他适用。任何与本销售通用条款和条件相背离的约定，仅在我们事先明确书面同意的情况下方适用。

§ 2 Contracts 合同

1. The Company's quotations shall be subject to prior sale. Any orders submitted by the Purchaser shall be a firm quotation. The Company shall be entitled to accept the said quotation at the Company's discretion, within a period of one week by posting a confirmation of order.

公司将根据此前的销售情况进行报价。采购商发出订单中的采购报价应是确定的。公司有权在一周内自行决定是否接受前述采购报价并出具订单确认书。

2. The scope of delivery shall be based on the Company's written confirmation, including any cases in which any services owed by the Company are to be rendered according to the Purchaser's specifications, in particular drawings originated by him. Reference by the Company to DIN/ISO standards and any other regulations shall be deemed specifications and no promise of any properties.

交付的范围，包括某些情况下公司须根据采购商的要求，尤其是采购商提供的图纸而向采购商提供服务，都应基于公司的书面确认。公司对于DIN/ISO（德国标准化学会/国际标准化组织）标准及其他任何规范的引用应被视为产品说明，但并不构成对于任何产品特性的承诺。

3. Should substantiated doubts be raised retrospectively in the Purchaser's creditworthiness, the Company shall be entitled to refuse deliveries until a security is provided or cash payment is promised on delivery. Should the Purchaser not be prepared to provide a security or cash payment, irrespective of the Company's request and after having set an adequate deadline, the Company shall be entitled to rescind from the transaction and to claim for damages.

如果有确凿证据对于采购商的信誉持疑，公司有权拒绝交付直至采购商提供担保或是承诺在交付时现金支付货款。如果在公司设置适当期限后，无论公司是否提出要求，采购商未提供任何担保或是现金支付，公司有权取消交易并要求赔偿损失。

4. Verbal information and promises by the Company shall only be firm when confirmed in writing by the Company or by shipment of the goods and posting of an invoice accordingly.

公司口头提供的任何信息和作出的任何口头承诺，仅在公司对此作出书面确认或将货物交付运输并据此开具发票的情况下方

为确定。
5. Any statements included in a confirmation of order and/or correspondence exchanged between the Company and the Purchaser for the condition of any goods, shall not constitute any guarantee, unless success has been guaranteed, explicitly defined and stated by the Company.

任何陈述，包括对于订单的确认及/或公司和采购商之间关于货物状况的通信往来，除非公司对此作出限定和声明并成功履行，否则不构成一项保证。

6. The Company shall not be liable for obvious, typing and arithmetic errors in any documents provided by the Company. The Purchaser agrees to notify the Company of such errors in order to allow the Company to edit its confirmation of order and/or an invoice. The above shall include any missing documents.

公司不对其提供的文件中明显的、印刷性和计算错误承担任何责任。采购商同意就该等错误通知公司，以便公司校对订单确认书及/或发票。前述约定亦适用于任何文件遗漏的情况。

7. The order No., Purchaser's No. and invoice No. listed in the Company's confirmation of order and/or an invoice, which refers to the said order, shall be quoted on payment of an invoice and in any correspondence of the Purchaser.

对于公司在订单确认书及/或发票中列明的订单号、采购商编号及发票号，采购商在对发票进行支付时以及在通信往来中应引用该等编号。

8. Should the Purchaser have modified an acceptance statement, the said Party agrees to explicitly notify the Company of any changes in contents. Should such explicit notification be lacking, the Company's previous version shall prevail.

如果采购商修改接收声明，采购商应明确通知公司任何内容上的修改。如果采购商并未发出该等通知，公司此前的版本应优先适用。

9. Seller reserves the right to change, discontinue or alter the design and construction of Products without prior notice and without further obligation.

卖方保留权利以变更、中止或更改产品的设计和结构，而无需事先通知及承担进一步义务。

10. Any information contained in catalogues, brochures or other documents of the Company as well as any other written or oral statements shall only be relevant if they are expressly referred to in the acknowledgement of order.

公司的目录、手册或其他文件中包含的任何信息以及任何其他书面或口头声明，只有在订单确认中明确提及时才具有相关性。

§ 3 Long-term and release-order contracts 长期合同及订单

1. Open-ended contracts may be terminated at 6 months' written notice.

无终止日期的合同可经提前6个月书面通知而被终止。

2. If a significant change occurs in labor, material or energy costs affecting long-term contracts (open-ended contracts and those with a validity term exceeding 12 months), either Party is entitled to demand negotiations on an appropriate price adjustment taking account of these factors.

如果在劳工、原材料或能源成本方面发生对长期合同（无终止期限的合同以及有效期在12个月以上的合同）造成重大影响的变化，一方有权要求考虑这些因素并进行有关价格调整的磋商。

Where no binding order quantity has been stipulated, we base our costing on the non-binding order quantity (target quantity) expected by the Purchaser for a specific period. If the Purchaser calls less than the target quantity, we are entitled to increase the unit price appropriately.

当双方未约定具有约束力的订单数量时，我们将基于采购商就特定期间非约束性订单数量（目标数量）的预测进行报价。如果采购商实际采购少于目标数量，我们有权相应提高单价。

3. In the case of release-order contracts in the absence of agreement to the contrary we must be informed of binding quantities by release order at least 3 months before the delivery date. Additional costs caused by a late release order or subsequent time or quantity alterations to the release order by the Purchaser are at the latter's expense; our cost calculations are definitive here.

在采购商发出订单且双方并无相反的约定的情况下，采购商应至少在交付日期前提前3个月向我们发出订单并告知约束性的数量。由于采购商迟延发出订单或对于订单数量进行更改而产生的额外费用或是后续发生的额外费用，应由采购商承担；我们的成本计算在此是确定的。

§ 4 Cost of rescission from the contract 解除合同的費用

Should the Purchaser rescind from any contract signed with-

hout justification, the Company shall be entitled to demand 10% of the sales price as liquidated damages, irrespective of the option of claiming a higher than the actual loss suffered.

如果采购商无正当理由解除已签订的合同，公司有权要求采购商支付售价的10%作为违约金，无论该等违约金是否高于公司实际遭受的损失。

§ 5 Prices, Price Adjustments 价格，价格调整

1. If not otherwise agreed, the Company's prices include packaging and shall be subject to statutory VAT and shipping costs.

如果没有其他约定，本公司的价格包括包装，并应缴纳法定的增值税和运输费用。

2. Price adjustments shall be permissible if more than four months separate the signing of a contract and an agreed delivery date. If wages, raw-material prices, other material costs, customs duties, taxes, other dues and/or freight charges increase or decrease thereafter, or if any such are introduced before the goods for delivery are produced, we are entitled and obliged in the case of either an increase or decrease in price to adjust the price commensurately in light of these factors. This applies even if a fixed price was agreed.

如果在合同签署和约定的交付日期间间隔超过4个月，则价格调整是被允许的。如果工资、原材料价格、其他物料成本、关税、税费及/或运输费用在此之后增加或减少，或此类情况在货物被制造前发生，我们有权且有义务考虑这些因素并在前述成本增加或减少的情况下相应调整产品价格。前述约定在双方约定固定价格的情况下仍然适用。

3. Agreed prices shall be applicable to a specific order only. Unless otherwise agreed, these prices shall not be fixed for any repeat orders.

双方约定的价格仅适用于具体订单。除非另有约定，对于后续再次发出的订单，产品价格并不是固定不变的。

§ 6 Terms of Payment, Set-off 付款条款，抵消，转让

1. The purchasing price and/or payments and any consideration for ancillary services shall be payable within 8 days after the date of invoice, unless otherwise agreed. Should the Company be entitled to render part services, such services may be invoiced and payable within a uniform delivery contract by part invoices.

除非双方另有约定，采购价款及/或任何一笔付款和任何辅助服务的对价应在发票日期后的8天内支付。如果公司有权提供一些服务，则该等服务应另外开票并另行签订合同。

2. Orders shall be deemed completed on delivery of the goods and credit of payments to the Company's bank account.

交货且货款支付后，订单即视为完成。

3. Bank transfers, and bills of payment shall be accepted for completion only. Acceptance of bills of exchange shall in all cases be subject to prior written agreement with the Company. Trade Acceptance is unacceptable. Where bills are accepted, the discount and collection charges customary in the banking system are charged from the date on which the invoice amount is due. They are payable immediately in cash. A guarantee that the bill will be presented on time as well as the bill protested is precluded.

银行转账和汇票仅在全款支付的情况下是可接受的。在任何情况下，经过公司事先书面同意，方可使用汇票支付。商业汇票是不可接受的。在汇票被接受的情况下，贴现和银行账户取款费用自发票到期应付时，应立即以现金支付。担保汇票按时提供的保证是被排除在外的。

4. Cash discounts to be deducted from invoices, if separately agreed in writing, shall only be permitted subject to no other payment arrears existing from the parties' entire business relationship.

若经书面同意，且在双方整个交易过程中采购商未拖欠其他任何一笔货款，现金折扣可从发票中扣除。

4. Cash discounts to be deducted from invoices, if separately agreed in writing, shall only be permitted subject to no other payment arrears existing from the parties' entire business relationship.

若经书面同意，且在双方整个交易过程中采购商未拖欠其他任何一笔货款，现金折扣可从发票中扣除。

5. The Company shall be entitled to deduct payments initially from the Purchaser's oldest debts. Should costs and interests have been incurred, the Company shall be entitled to initially allocate payments to cover costs, followed by interests and then the principal.

公司有权以采购商过去的债务抵消应付账款。如果发生任何费用和利息，公司有权决定先扣除费用，再扣除利息，最后扣除本金。

6. The Purchaser shall only be entitled to offset the Company's accounts receivable by uncontested or legally confirmed counterclaims.

采购商仅有权以无异议的索赔或被法律上确认的索赔抵消对公司的应付账款。

7. Should faults be found, the Purchaser shall only be entitled to retain part of the purchase price equal to the value of such faults.

如果发现货物缺陷，采购商仅有权保留相当于缺陷货物价值的货款暂不予支付。

8. The Company shall be entitled to supply goods and/or to render services after payment by the Purchaser only, should the Purchaser not have abided by the terms of payment agreed for past deliveries and/or services or be in arrears with payments or should the Purchaser's solvency be questionable.

如果对于过去的交付及/或服务，采购商未遵守付款条款或拖延付款，或公司对采购商的付款能力持疑，公司有权仅在采购商支付货款后供应货物及/或提供服务。

9. Should terms of payment not be met or should the Company become aware of any circumstances objectively suitable for reducing the Purchaser's creditworthiness, the Company shall be entitled to complete any deliveries outstanding against prepayment only and to rescind from the contract after expiry of a suitable period of grace or to claim damages for default. In addition, the Company shall be entitled to forbid the sale or processing of any goods supplied and to demand their return or assignment of direct ownership in the supplied goods at the Purchaser's expense.

一旦采购商付款条件未满足或公司知晓任何减损采购商信誉的客观事件发生，公司有权仅交付已预付货款的货物，并在宽限期到期后解除合同或要求损害赔偿。此外，公司有权禁止出售或加工货物，并有权要求返还货物或要求采购商承担费用以转让对于货物的直接所有权。

10. The Purchaser shall be responsible for the currency risk from the date of the contract for any sales effected in foreign currencies. Should the agreed mode or channel of payment not be complied with, the Purchaser agrees to make payments according to the Company's choice.

对于合同签订后被外汇影响的货物，采购商应承担汇率风险。如果双方无法遵守原先同意的付款方式，采购商同意根据公司选择的方式支付货款。

§ 7 Delay

付款条款，抵消，转让

1. The Purchaser shall be in delay should payments not be made at a point in time defined for payment in the contract or on receipt of a reminder from the Company, issued after the date on which the purchasing price becomes due.

采购商未在合同限定的付款时间支付货款，或在收到公司发出的提醒付款通知（公司在货款到期应付后发出）后仍未付款，则构成迟延。

2. Should the Purchaser be in default with any payments due to us, all our existing claims against the Purchaser shall become due for immediate payment.

如果采购商未按期支付任何一笔到期应付货款，则我们对采购商的所有主张应立即到期，并应立刻支付。

3. Should the Purchaser delay payment, the Company shall be entitled to demand interest of nine per cent above the base lending rate from the due date and for any legal business. The statutory regulation, according to which a higher rate of interest may be claimed for any other legal reason and claiming of further losses/damages is not ruled out, shall remain unaffected by the above. In the event of delay in payment we may after advising the customer in writing suspend fulfillment of our obligation until the payments are received.

如果采购商迟延支付货款，公司有权按高于贷款基准利率9%的比例并从事到期应付之日起，要求采购商支付迟延付款利息。如果根据国家法律规定，公司有权根据其他法律原因主张更高的迟延付款利息并有权要求进一步赔偿损失/损害，公司的该等权利仍不应受到影响。在迟延付款的情况下，我们可向告知客户，暂停履行合同义务直至收到所有款项。

§ 8 Reservation of Title

保留所有权

1. Any goods supplied shall remain the Company's property (goods supplied subject to reservation of title) prior to settlement of any accounts receivable, in particular any accounts receivable outstanding from balances due to supplies.

在收到货款之前，尤其是在收到任何到期应收账款未结余额之前，货物（受制于所有权保留而供应的货物）的所有权应属于公司。

2. Any goods supplied subject to reservation of title shall be handled with due care.

任何受制于所有权保留而供应的货物应被谨慎对待。

3. In the event of breaches of obligation by the customer, especially default in payment, we are entitled to rescission and recovery of the goods. The customer is obliged to surrender the goods.

We are entitled to rescind the contract if the customer's financial circumstances deteriorate materially or threaten to deteriorate. We are also entitled to rescind the contract if the opening of insolvency proceedings against the customer's assets is applied for.

在客户违反合同义务的情况下，尤其是在未履行付款义务的情况下，我们有权取回货物，客户有义务交出货物。

如果客户的经济情况出现实质性恶化或有恶化之威胁，我们有权解除合同。如果客户的财产被申请进行破产程序，我们亦有权解除合同。

4. Processing or conversion of the goods by the Purchaser shall always be effected on behalf of the Company without any commitment being generated to the Company. Should any goods supplied be integrated into other items not being the property of the Company, the Company shall become the joint owner of the new item according to the proportional value of any of his processed items at the time of processing.

采购商对于货物进行加工或转化应始终代表公司进行而无须公司做出任何委任。如果任何供应的货物因加工而被添附到其他不属于公司财产的产品中，公司应按加工时其所拥有的产品所占价值比例，成为新产品的共有者。

5. Should any goods supplied be inseparably mixed with other items not being the Company's property, the Company shall become the joint owner of the new item proportional to the value of the item supplied in relation to any other combined items. The Purchaser agrees to protect free of charge the said joint ownership on behalf of the Company.

如果任何公司供应之货物与其他不属于公司财产的物品不可分割地混合，公司应成为该新物品的共有者，按公司供应之货物价值与其他混合物品的价值比例共有。采购商同意无偿代表公司保护其共有权。

6. The Purchaser shall neither be entitled to subject to liens any items supplied nor to use these as a security. For any liens, attachment or other disposal by third parties, the Purchaser agrees to notify the Company immediately and to provide to the Company any information and documentation required for guarding the Company's rights. Enforcement officers and/or third parties shall be notified of the Company's property. Should the goods be held in storage, the Company's title to the goods shall be notified to the storage provider prior to storage.

采购商既无权留置任何公司供应之货物，亦无权使用该等货物作为担保物。若有第三方对货物留置、扣押或处分，采购商同意立即通知公司并向公司提供任何需要的信息和文件以保护公司权利。执法人员及/或第三方应被告知该等货物为公司财产。如果货物被储存，存储提供商应在储存前被告知该等货物为公司所有。

7. The Company agrees to release any securities due to the Company at the Purchaser's request, subject to their value exceeding any accounts receivable secured by more than 20 %. Company agrees to provide security for the purchase of goods. Company agrees to provide security for the purchase of goods. Company agrees to provide security for the purchase of goods.

§ 9 Delivery Dates, Scope of Delivery, Force Majeure

交付日期，交付范围，不可抗力

1. Agreed deliveries and dates shall be approximately only unless agreed as firm dates in writing.

除非书面约定明确的交付日期，否则，交付期限应为一大致的时间。

2. The period of delivery shall commence on dispatch of a confirmation of order but not before all details of completion have been clarified and any other conditions to be met by the Purchaser have been met. The same shall apply to delivery dates. Delivery dates shall be deemed kept subject to readiness for shipment having been notified prior to their expiry or the item to be delivered having left the factory.

交付期间应自订单确认书的发出起算，但不应早于所有细节已完全阐明以及采购商应符合之条件已满足之时。前述约定同样适用于交付日期。当在交付日期届至前货物已准备就绪通知运输，或者货物已离开工厂，交付日期应视为已被遵守。

3. The period of delivery shall be extended by any action due to labor disputes, strikes, lockouts, government intervention, pandemics and epidemics, problems in material procurement, casting problems, scrap and reworking, disruptions in operations, lack of staff and transport and generally on occurrence of any unforeseen obstacles, including any delays not subject to the Company's control, according to the duration of the said events, including any delays in fixed deadlines and dates and any of these events occurring to subcontractors. For as long as the above obstacles prevail, no consequences of delays shall be applicable, although the Company may have been in delay on occurrence of the said events. Although the delivery period may have been exceeded, the Purchaser is obliged to accept the goods at the price agreed for the date of delivery. Should the effect of Force Majeure continue for more

than 60 (sixty) days, both parties shall timely settle the problems for further execution of the Contract through friendly negotiations and reach an agreement as soon as possible.

若发生任何劳动争议、罢工、停工、政府干预、物资采购问题、铸造问题、废料、返工、操作中断、流行病，包括大流行病和流行性疾病人员不足、运输或任何无法预见的障碍，包括任何公司无法控制的延误，交付期限应根据前述事件的持续时间（包括对于固定截止日期的延误以及分包商遭遇的此类事件的期间）予以延长。只要上述障碍仍存在，迟延后果便不适用，尽管在上述事件发生时公司已迟延。尽管已超出交付期限，采购商有义务按约定的价格接收货物。如果不可抗力事故持续 60 天以上，双方应共同协商，尽快解决合同的执行问题。

4. Part deliveries and services shall be acceptable in principle, subject to not constituting an unfair disadvantage to the Purchaser or having been excluded by the Purchaser in writing on signature of the contract.

对于部分交付和提供服务，原则上应是可接受的，但应受限于不对采购商构成不公平的劣势或者在签订本合同时已被采购商书面排除。

5. Claims for damages and the right of rescission due to delays in delivery or services or due to non-delivery or lack of services, shall be ruled out unless due to gross negligence of the Company. Claims shall be limited to any additional reasonable expenses incurred for covering the purchase of identical products by the Purchaser.

采购商对于公司迟延交付或迟延提供服务或不交付或服务缺失而要求损失赔偿和解除合同的权利应被排除在外，除非由于公司重大过失。赔偿应限于采购商购买相同产品所发生的额外的合理费用。

§ 10 Dispatch, Packaging

发货，包装

1. In principle, the Company shall deliver DDP (Incoterms 2020) to delivery addresses in China and FCA (Incoterms 2020) to delivery addresses outside China.

原则上，公司应将DDP（《国际贸易术语解释通则》2020）交付给中国境内的交货地址，将FCA（《国际贸易术语解释通则》2020）交付给中国境外的交货地址。

2. Any packaging used shall remain the Purchaser's property unless subject to compulsory statutory regulations specifying the contrary. Selection of the mode of transport shall be subject to the Purchaser's due discretion.

除非强制性法律法规有相反的规定，货物使用的包装应始终为采购商的财产。运输方式由采购商自行适当选择。

3. Take-over by the forwarder shall be deemed conclusive proof for the correct condition of any outer packing.

承运人接收货物，即视为货物正确包装、外观处于完好状态。

§ 11 Acceptance, Transfer of Risk

接收，风险转移

1. The Purchaser agrees to accept delivered items and to check these for any defects without delay.

采购商同意接收货物并毫不延误地检查货物是否有任何缺陷。

2. Should the Purchaser be in arrears with the collection or acceptance of any goods supplied for more than fourteen days from receipt of a notice of readiness for shipment, due to intent or gross negligence, the Company shall be entitled, after having set a period of grace of another fourteen days, to rescind from the contract and/or to claim damages. No period of grace needs to be set should the Purchaser seriously and finally refuse to accept the goods or be obviously not in a position to pay the purchasing price.

如果由于采购商故意或重大过失，在收到货物准备就绪待运通知后超过14天，拖延接收货物，公司有权在给予额外14天的宽限期后解除合同及/或要求赔偿损失。如果采购商严重违约并最终拒绝接收货物或明显无法支付货款，则无须给予其任何宽限期。

3. The risk of accidental destruction or accidental deterioration of the goods shall be transferred to the Purchaser on hand-over of the goods to the forwarder at the latest.

货物发生偶然性损坏或价值贬损的风险，最迟应在货物被交付代运人时转移给采购商，

§ 12 VAT

增值税

1. The Purchaser confirms the accuracy of statement with regard to its address and VAT identification number (VATIN). If a delivery is treated as taxable due to faults in the information provided on the address or VAT number, the Purchaser shall reimburse us for the taxes payable.

采购商确认其提供的地址和纳税人识别号是准确的。如果由于采购商提供的地址或纳税人识别号错误而导致我们无法抵扣税款，采购商应赔偿我们须支付的税款。

**§ 13 Faults, Warranty
缺陷，保修**

1. Notices of defects shall be sent in writing without delay, for obvious faults within an exclusion period of (7) seven days after delivery to the Purchaser, for hidden faults within a period of (3) three days after discovery. Any notices of defects initially made verbally (by telephone) by the Purchaser shall be notified again in writing within a period of eight days after verbal notification and include more details. The Purchaser agrees to examine any goods for completeness on delivery of the goods.

对于缺陷的告知应毫不延迟地发出，对于明显缺陷，应在产品交付采购商后7天内告知，对于隐藏缺陷，应在发现后3天内告知。采购商若一开始口头告知缺陷（如通过电话），那么，其在口头告知后8天内应以书面形式再次告知该等缺陷并应告知更多的细节。采购商同意在货物交付时检查货物的完整性。

2. Any goods delivered and subject to a notice of faults shall not be modified without the Company's agreement prior to the notice of faults having been dealt with. The Purchaser agrees to store the faulty goods with due care, to keep them available for inspection and to agree to provide the Company with samples on request. The Purchaser shall have no claim for compensation for storage charges or any other costs.

在公司对采购商通知存在缺陷的货物进行处理之前，采购商不得更改该等货物。采购商同意谨慎保管该等缺陷货物，以便可以对之进行检测，并同意在公司要求时提供样品。采购商不得主张保管货物的费用或其他任何费用。

3. Production-related over- or under-deliveries are acceptable within an allowable limit of 10% of the total order volume. The total price alters according to their extent.

总采购量±10%范围内的实际交付量是可被接受的。总价根据此限度进行变更。

4. The Company shall not assume any guarantee for the suitability of any materials quoted by the Company for a scheduled application. On the contrary, the Purchaser shall be responsible in view of the scheduled application for the correct design subject to compliance with applicable safety regulations, the selection of material and required test procedures, the correctness and completeness of technical delivery conditions and any technical documentation and drawings submitted to the Company, plus the construction of any manufacturing jigs supplied, including any modifications suggested by the Company, requiring the Purchaser's acceptance.

公司不对其报价中任何物料的适用性作出任何保证。相反地，采购商应对下述事项负责：遵循安全方面法规的正确设计，物料的选择及要求的测试程序，采购商向公司交付的技术性交付条件、技术性文件、图纸以及生产性工装结构（包括公司建议的任何改变）的正确性和完整性。

5. In addition, the Purchaser shall be responsible for the protection of any third party patent or any other rights. The Purchaser is at liberty to prove to us that he is not to blame for infringing third-party rights. Where we are subsequently found liable to third parties, he shall indemnify us against all claims arising from the exercise of such industrial property rights as well as expenses necessarily incurred by us from or in connection with the claim made on us. The Purchaser is not entitled – without the Company's consent – to make any agreements, in particular to agree a compromise settlement.

此外，采购商有责任保护任何第三方专利或其他权利。采购商有权向我们提供侵犯第三方权利不可归咎于采购商的证据。如果我们后续须对任何第三方承担责任，采购商应赔偿我们因使用这些工业知识产权而须对外承担的赔偿责任，以及因此有必要发生的费用。未经公司同意，采购商无权签署任何协议，尤其是同意和解方案。

6. Should faulty goods be supplied, the Company may at its discretion supply replacements, or, where possible, repairs. Goods subject to complaints may only be returned subject to prior agreement by the Company. Warranty rights shall be exclusively due to the Company's contracting parties. Assignment shall be excluded.

如果供应缺陷货物，公司可自由选择换货或修理（若修理可行）。被投诉的货物仅可在公司事先同意时退回。保修的权利仅属于与公司订立合同的主体。前述权利不可转让。

7. The Purchaser shall be entitled to reductions or rescission from the contract, should any period of grace set to the Company for retrospective completion (remedy of faults, redelivery, provision of spare parts) referring to a fault according to these terms and conditions of delivery, caused by the Company, expire with no effect, should retrospective completion fail or be unacceptable to one of the parties involved. Refund of expenses is precluded where expenditure increases because the goods were taken to another place after being delivered by us, unless this accords with the goods' intended use.

如果根据交付条款和条件而给予公司的对于缺陷货物（该等缺陷可归责于公司）采取补救措施（弥补缺陷、重新交付、提供备件）的宽限期到期而未能发生任何作用，或是未能成功补救，或是补救措施未被涉及的一方主体接受，采购商有权减少采购量或是解除合同。若货物在交付后被送至另一个地点，由此增加的费用我们无须承担，除非符合货物的预期用途。

8. Liability for any faults shall be excluded unless explicitly listed in the above and if not caused to any items delivered as such. This shall exclude any damage/loss caused by intent or gross negligence of the Company's owners, executives or its agents or by culpable breach of essential contractual duties (such duties whose fulfillment makes the due performance of the contract possible in the first place, and on whose fulfillment the Party normally relies and is entitled to rely on). However, in the latter case liability shall be assumed for typically sustained, foreseeable losses/damage only.

除非在上文中明确约定，如果不是交付货物存在缺陷，公司无须对任何过错承担任何责任。前述约定不适用于公司的所有者、经理或是公司的代理故意或重大过失所造成的损害/损失，或是违反基本合同义务所造成的损害/损失（完成该合同义务对于合同的适当履行是第一位的，并且一方通常信赖该等履行并有权信赖该等履行）。然而，在后一种情况下，公司应承担的责任应仅限于典型的持续性、可预见性的损失/损害。

9. Furthermore, exclusion of liability shall not apply to cases in which, due to faults in the supplied item, claims are submitted for damage to life, body or health or to other privately used items of the Purchaser.

进一步的，责任的排除不适用于由于供应货物的缺陷导致对生命、身体、健康或其他采购商私人物品造成损失/损害。

10. For any goods delivered as new, the period of warranty for businesses shall be (12) twelve months after transfer of the risk to the Purchaser. Statutory periods of warranty, if any, shall apply to end users. Warranty shall be excluded for businesses for second-hand items.

如果任何货物在交付时是全新的，质保期应为风险转移给采购商之后的12个月。法定质保期限（如有）适用于终端用户。质保期对于二手物品不适用。

**§ 14 Liability
责任**

1. All indemnity claims, which emerge against the Company, are limited to the maximum insured capital. The insured capital is 5000000 € each. Consequential damages, loss of profit and other indirect losses or damages are expressly excluded from the Company's liability.

所有针对公司提出的索赔不应超过最大保险金额，即 5000000 €。合同在此明确规定公司的责任不包括后果性损害、利润损失及其他间接损失或损害。

2. If goods are produced on the basis of design specifications, drawings, models or other specifications of the Purchaser, the Purchaser shall indemnify and hold the Company harmless in case of an infringement, if any, of copyrights, intellectual property rights or other industrial property rights or personal rights.

如果货物是根据购买者的设计规格、图纸、模型或其他规格生产的，如果出现侵犯版权、知识产权或其他工业产权或个人权利的情况，购买者应赔偿公司并使其免受损害。

**§ 15 Samples, Tools, Drawings, Intellectual Property
样品，模具，图纸，知识产权**

1. Should the Company make any samples or tools required for production, based on patterns submitted by the Purchaser, the Purchaser shall pay a share of the manufacturing costs, which shall be notified to him whilst the contract is negotiated and be charged after release. Irrespective of any share of the manufacturing costs being paid, the Company shall remain the owner of the manufactured tools.

如果公司为生产所需基于采购商提供的图样制作任何样品或模具，采购商应支付制造费用的一部分，公司应在磋商合同的同时通知采购商该等制造费用并应在发出订单后支付。无论采购商支付多少份额的制造费用，公司应始终为其制造的模具的所有权人。

2. The Company shall only be responsible for the correct use and storage of any samples and tools submitted to the Company. The owner of any samples and tools shall be responsible for insuring these against fire, flood damage and theft.

公司应仅对采购商交付公司的样品和模具的正确使用和储存负责。样品和模具的所有权人应对这些样品和模具的防火、防洪水和防盗负责。

3. Samples that have not been used for five years or longer shall become the Company's property without any specific notification and may be destroyed in order to release the Company from any responsibility for these.

无须特别通知，未使用满5年或者更长期间的样品应成为公司的财产，该等样品可以被销毁以使公司无须对其承担责任。

4. Where one Party supplies the other with drawings or technical documents relating to the goods to be supplied or their production, or with masters/patterns, these remain the property of the supplying Party.

当一方向另一方提供有关产品或产品制造的图纸或技术性文件或母模，这些图纸、技术性文件、母模应始终为提供方的财产。

5. Unless otherwise agreed, any sale of goods under these General Terms and Conditions shall not be deemed to be any

assignment or license to use the Company's intellectual property rights or to reproduce, to copy or to use the idea, the concept or the product in a way that competes with the Company directly or indirectly.

除非另有约定，根据这些一般条款和条件进行的任何货物销售不得被视为任何转让或许可使用本公司的知识产权，或以直接或间接与本公司竞争的方式再现、复制或使用想法、概念或产品。

**§ 16 Applicable law, Jurisdiction
适用法律，管辖**

1. The contractual relationship shall be exclusively subject to law of People's Republic of China, excluding the UN Convention on Contracts for the International Sale of Goods.

本合同应排他适用中华人民共和国法律，且不适用《联合国国际货物销售合同公约》。

2. All disputes arising from or in connection with this agreement or the execution thereof shall be submitted to and finally settled – without recourse to the ordinary courts of law – by the Shanghai International Economic and Trade Arbitration Commission (hereinafter referred to as „SHIAC“) for arbitration which shall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration and which shall be administered by SHIAC Shanghai. The number of arbitrators shall be three. Each Party appoints one arbitrator. The presiding arbitrator is appointed by the chairman of the Shanghai International Economic and Trade Arbitration Commission if the Parties cannot reach mutual consent in respect of appointing the presiding arbitrator. The arbitration award shall be final and binding upon all Parties. The arbitration fee shall be borne by the losing Party. Place of arbitration shall be Shanghai. The language of the arbitration shall be English.

所有因本协议及履行本协议所产生的或与本协议及协议履行有关的争议应递送至上海国际经济贸易仲裁委员会（以下称“贸仲上海”），根据申请仲裁时有效的仲裁规则进行仲裁，并由该仲裁委员会最终裁决，不得诉诸法院。裁决应由三名仲裁员做出。双方均可指定一名仲裁员。首席仲裁员由双方协商指定，如双方协商不成由贸仲上海主席指定。仲裁裁决书是最终的、有约束力的。仲裁费用由败诉方承担。仲裁庭地为上海。仲裁语言为英语。

3. If individual provisions in these General Terms and Conditions of Sale are or become void, this shall not affect the validity of the remaining provisions.

如果本销售通用条款和条件的个别约定无效，并不影响其他条款的效力。

4. These General Terms and Conditions are made out in Chinese and English, which are equally effective in terms of law. If conflicts between the two languages arise therefore, it shall be subject to the Chinese version.

本一般销售条款的中文文本具有同等法律效力。如对本解释有异议，以中文版本為準。

BY SIGNING THE SALES CONTRACT, THE PURCHASER ACKNOWLEDGES THAT HE HAS READ THE FOREGOING, ALL QUESTIONS HAS BEEN ANSWERED TO ITS SATISFACTION, AND THAT THE PURCHASER HAS BEEN ADVISED TO, AND HAS HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS OWN. THE PURCHASER CONFIRMS THE ACCEPTANCE TO THE FOREGOING, BASED UPON THE PRINCIPLES OF AMICABLE NEGOTIATIONS AND GOOD FAITH.

通过签署销售合同，买方承认买方已经阅读了上述内容，所有问题都得到了满意的答复，并且买方已经被告知，并且有机会咨询自己的法律顾问。买方确认接受上述内容，基于友好协商和善意的原则。

Poppelmann Plastic Kunshan Co., Ltd. is a member of the Pöppelmann Group.

波佩曼塑料制品（昆山）有限公司是波佩曼集团的成员之一。