

General Terms and Conditions for the Supply of Hardware and Software Products 软硬件产品供应的通用条款和条件

For use in legal transactions with entrepreneurs, public law institutions and public law special funds, hereinafter referred to as "Customer".

在和企业、公共法律机构和公共法律专项基金（以下简称“客户”）交易时使用。

1. General Provisions

一般规定

1.1 Our deliveries shall exclusively be governed by the conditions set forth hereunder. Customer's general terms and conditions shall not apply (even if we have not explicitly objected to their applicability), unless we have expressly agreed to their applicability. "Customer" as used in these general terms and conditions shall mean the legal entity which is the contractual partner of this contract only.

我方的交付仅受下文所述条件的约束。即使我方未明确反对其适用性，客户的通用条款和条件亦不适用，除非我方明确同意其适用性，才可适用。本通用条款和条件中的“客户”指作为本合同的合同一方的法律实体。

1.2 Oral agreements made prior to or upon execution of a contract must be confirmed by us in writing to be valid. Changes to a contract shall require written form. The same applies to changes made to the requirement of written form.

签署合同之前或之时所达成的口头协议，必须经我方书面确认后方可生效。合同变更必须采用书面形式。这也同样适用于对书面要求的变更。

1.3 If the Customer does not accept our quotation within two (2) weeks of receipt thereof, we shall have the right to withdraw the quotation.

如果客户在收到我方报价单之后，未在两（2）周内确认接受，则我方有权撤回该报价单。

1.4 Cost estimates are non-binding and shall be subject to change, unless expressly agreed otherwise.

除非另有明确约定，否则成本估算不具约束力、且可变更。

1.5 Our deliveries are valid for the agreed use which is defined in the Statement of Work or in the User Manual of the products (www.etas.com/manuals) and limited to business to business (B2B) transactions. Unless explicitly agreed upon in writing (e.g. Statement of Work), our deliveries are valid for the target market where ETAS places the ETAS product.

我方交付仅对工作说明书或产品的用户手册（www.etas.com/manuals）中定义的约定用途有效，并且仅限企业对企业（B2B）交易。除非以书面形式明确同

意，否则我方的交付仅对 ETAS 投放该产品的目标市场有效。

1.6 Pending the coming into force of new terms and conditions for supply, these General Terms and Conditions shall also apply to all future deliveries to the Customer.

在新的供应条款和条件生效之前，本通用条款和条件应适用于未来对客户的所有交付。

2. Customer's Obligation to Cooperate

客户的合作义务

2.1 The Customer shall be obligated to fully inform us of any and all facts relevant to the performance of our deliveries and/or services. We shall not be obligated to verify data, information or other performances supplied to us by the Customer, with regard to completeness and correctness, unless such verification has been expressly agreed upon between the parties as being a contractual duty. In the event that information or documentation supplied by the Customer proves to be faulty, incomplete, ambiguous or objectively non-executable, the Customer shall, immediately upon notification by us, effect the required corrections and/or amendments. The Customer shall remedy or cause to be remedied any faults or malfunctions of Customer-supplied components of which he has been notified by us without delay.

客户有义务将涉及我方交付和/或服务履行的所有相关事项详细告知我方。我方无义务验证客户向我方提供的任何数据、信息或其他性能的完整性或准确性，除非双方明确约定将此等验证作为一项合同义务。如果客户提供的信息或文件被证明有误、不完整、含糊不清、或客观上不可执行，则客户应在收到我方通知后，立即执行所需纠正和/或修改。如果客户提供的元件存在故障或质量问题，则客户应在收到我方通知后，立即修正或促使他人修正该等故障或质量问题。

2.2 To the extent that work is performed on the Customer's premises, infrastructure such as required workstations, working materials and tools shall be provided to our personnel free of charge. In such cases, the Customer shall be responsible for taking care of all legal duties to maintain safety, unless other arrangements arise from the nature of the matter or a prior arrangement with the Customer. We shall have the right to refuse delivery and/or performance of service if the required measures are not taken.

如果我方人员在客户所在地执行相关工作，则客户应免费向其提供完成该项工作所需的工作站、工作材料和工具。在这种情况下，客户应负责承担保证安全的所有法律责任，除非针对事件本身达成其他安排，或之前已就此与客户达成了相关安排。如果客户未采取规定措施，则我方有权拒绝交付和/或履行相关服务。

2.3 The Customer shall name a designated contact person, who shall be authorized to provide and receive information relevant for contractual performance as well

as to receive software deliveries and to report complaints or deficiencies to us.

客户应任命一名指定的联系人，并授权其提供和接收与合同履行有关的信息，接收软件交付成果，以及向我方报告有关投诉或不足。

2.4 The Customer shall be responsible for the correct integration of our products and shall validate them prior to any productive use.

客户应负责我方产品的正确集成，并应在进行任何生产性使用之前对其进行验证。

2.5 Moreover, the Customer shall validate the results obtained from the use of our products and shall appropriately secure them, i.e. to validate the correct functionality (e.g. with respect to functional safety).

此外，客户应验证使用我方产品获得的结果，并应适当保护它们，即验证正确的功能（例如，关于功能安全性）。

3. Prices and Terms of Payment

价格及付款条件

3.1 Invoicing shall be based on the list prices valid at the time of delivery, plus statutory value added tax (VAT). VAT is not invoiced in cases meeting the pre-conditions for tax exemption of export deliveries, provided that suitable documentation is provided by the Customer.

开票时应以交付时的有效标价为基础，再加上法定增值税（VAT）。如果满足出口交付的免税前提条件，并且客户已提供适当的文件资料，则增值税将不计入开票金额。

3.2 In the absence of any special agreement, prices and delivery shall be "FCA (Free Carrier)", Incoterms 2010®, with packaging included.

若无其他特殊约定，价格和交付方式应为“FCA（货交承运人）”，Incoterms 2010®，含包装费。

3.3 We reserve the right to modify our prices appropriately if costs rise after a contract has been entered into, in particular due to changes in wage costs, e.g. in response to collective bargaining agreements, or to changes in the price of materials, provided an interval of more than four (4) months elapses between the date of contract signing and delivery. We shall provide proof of such changes to the Customer upon request.

如果合同签订之后出现成本上涨，尤其是由工资成本方面的变化（如为响应集体谈判协议）或材料价格方面的变化所导致的成本上涨，并且合同签订日与交付日之间的期限超过四（4）个月，则我方有权适当修改我方价格。我方应按照客户的要求向其提供关于这类变化的证据。

3.4 For spare part deliveries and return shipments of defective merchandise that are not subject to warranty, we shall levy a reasonable flat rate carriage and packaging charge in addition to the remuneration for the performance rendered by ourselves.

对于交付备件以及返回无质保的质量问题商品，我方除获得因我方履约而应得的报酬外，还将收取合理的统一运输和包装费。

3.5 Except as otherwise agreed upon in writing, invoices shall be due upon issuance of the invoice. Payment shall be effected within 30 days of the invoice date without deduction. In the case of late payment, we shall be entitled to charge default interest at the statutory rate. Our right to claim additional damages shall remain unaffected.

除非另有其他书面约定，否则发票应在出具时视为到期。在出具发票之日后三十（30）天内应支付发票金额，且不得进行任何扣减。若客户延迟付款，我方应有权按照法定利率收取违约利息。并且，我方主张额外损害赔偿金的权利不受影响。

3.6 We shall be entitled to make the delivery dependent upon concurrent payment (e.g. through cash on delivery or direct debit) or advance payment.

我方应有权仅在客户同时付款（如通过交付时付现或直接借记）或预付款的情况下，才进行交付。

3.7 Moreover, we shall be entitled to offset payments against the oldest outstanding amount receivable.

此外，我方应有权将当前客户付款用于抵销客户在我方最陈旧的未付款项。

3.8 The Customer shall be entitled to hold back payments or offset with counterclaims only to the extent that its counterclaims are undisputed or recognized by final and binding judgment or becomes ready to be decided in a pending law suit.

客户只有在其反索赔无争议，或得到有约束力的最终判决的认可，或即将在诉讼中判决的情况下，才有权暂缓付款或将其用于抵销反索赔。

3.9 If, after the contract has been entered into, we become aware of circumstances may result in our claims appear to be in jeopardy due to Customer's inadequate ability to pay, we shall have the right to perform outstanding deliveries only against pre-payment or against the provision of security and, following the expiry of a deadline set to this effect, to terminate the contract.

如果在合同签订之后，我方了解到由于客户不具备充分的付款能力，我方的诉求处于风险中，我方将有权仅在客户预付款或支付保证金后，才履行交付义务，并有权在为此预付款或保证金的交付义务所设定的截止日期到期后解除合同。

4. Software Licenses

软件许可

4.1 The allocation of software may be effected by means of a license for a limited or an unlimited time period. In both cases the Customer shall be granted a simple (non-exclusive) right to use the software in accordance with the license model stipulated in the contract. The usage

by third parties (including affiliates) requires a separate agreement. Unless otherwise expressly agreed upon, a temporary license shall authorize the Customer to use the software for one (1) year after receipt of the same, and then terminate automatically. The use of the license on server infrastructures other than those covered below or in the cloud requires the conclusion of a separate agreement.

软件分配可通过授予有期限或无限期限许可的方式实现。在这两种情况下，客户被授予一项简单的（非排他性的）权利，使其可以按照合同约定的许可模式使用软件。第三方（包括关联方）需要根据单独的合同获得授权，才可使用软件。除非另有约定，客户被授予一项为期一年（自收到软件之日后起计）的使用软件的临时许可，此项临时许可在期满之后自动终止。在除了下文所提到的服务器基础设施之外的服务器基础设施上使用软件，或在云上使用软件，需要签订单独的协议。

4.2 Licensing models 许可类型

- (1) A **workstation license** (MACHINE-BASED LICENSE) authorizes the Customer to use the software on exactly one uniquely identified workstation. Each license may only be used once at any point in time on the defined workstation or on one virtual machine on that workstation.

工作站许可（以机器命名的许可），允许客户在一台经唯一识别的工作站上使用软件。任何时间点，每个许可证只能在定义的工作站或该工作站上的一个虚拟机上使用一次。

- (2) A **centrally administered, personal single user license** (USER-NAMED LICENSE) authorizes the Customer to use the software by one uniquely identified user. Each license may be used once at any point in time on up to three workstations or virtual machines, which obtain the license from a server allocated/controlled by the Customer.

集中管理的个人单用户许可（以用户命名的许可）授权客户由一个唯一标识的用户使用该软件。任何时间点，每个许可证可以最多在三个工作站或虚拟机上使用一次，这些工作站或虚拟机从客户分配/控制的服务器上获取许可证。

- (3) A **concurrent license** (FLOATING LICENSE) authorizes the Customer to use the software once at any point in time on a workstation or virtual machine, which obtain the license from a server allocated/controlled by the Customer.

并行许可（浮动许可）授权客户在工作站或虚拟机上的任何时间点一次使用该软件，这些工作站或虚拟机从客户分配/控制的服务器上获取许可证。

- (4) In the case of a **corporate license**, the software may be used simultaneously by any desirable number of the Customer's employees. This license model, however,

does not allow the transfer to or use of the software (e.g. by means of sublicensing) by third parties.

企业许可，根据该许可，客户的任意数量的雇员皆可同时使用软件。但是，这种许可模式不允许向第三方转让软件或允许第三方使用软件（如通过分许可方式）。

- (5) In the case of a **volume license**, the use of software is limited to a contractually agreed amount of reproductions per product, project or platform and/or within a specific period. The product, the project or the platform will need to be identified by means of an unambiguous designation, the processor/compiler-type used and the production years.

批量许可，软件的使用仅限于合同约定的每个产品，项目或平台和/或在特定期限内的复制数量。产品，项目或平台将需要通过明确的名称，所使用的处理器/编译器类型以及生产年限进行标识。

- (6) In the case of a **product and/or project and/or platform licenses** the use of software is granted for a specific product, project or platform at the Customer without a contractually agreed limitation of the amount of reproductions. The product, the project or the platform will need to be identified by means of an unambiguous designation, the processor/compiler-type used, as well as in case of a development license the development years and in case of a production license the production years.

产品和/或项目和/或平台许可，则可在客户的特定产品，项目或平台上使用软件，且没有合同约定的复制数量限制。产品，项目或平台将需要通过明确的名称，所使用的处理器/编译器类型，在开发许可的情况下，还需要通过开发年限，在生产许可的情况下还需要通过生产年限来标识。

- (7) A combination of license models is possible. 以上许可类型可以进行组合。

- 4.3 Unless otherwise agreed upon in writing, software will be delivered in binary code.

除非另有书面约定，否则软件将以二进制代码交付。

- 4.4 In conjunction with the license models described in Article 4.2, subs. (1) – (3), the Customer shall activate the software by means of a license key obtained from ETAS. For the purpose of license control in the cases described in Article 4.2 subs. (1), the Customer shall additionally provide us with a unique identification of the workstation (e.g., MAC address). In case of centrally administered, personal user license described in Article 4.2, subs. (2) the customer shall pass a unique identifier of the user to us. In the cases described in subs. (2) and (3), the Customer shall be obligated to equip a license server with an ETAS-supplied license checking software.

在第 4.2 条第（1）款至第（3）款中所述许可模式下，客户应通过从 ETAS 获得许可密钥的方式来激活软件。为进行许可控制，就第 4.2 条第（1）项所述的许可模式而

言，客户应额外向我们提供工作站的唯一标识（如 MAC 地址）。就第 4.2 条第(2)款所述的集中管理的个人用户许可而言，客户应向我方传输用户的唯一识别符。就第(2)和(3)款所述的许可而言，客户有义务配备一台许可服务器，并安装 ETAS 提供的许可检验软件。

4.5 Copies of the software may be created and installed exclusively for the purpose of authorized use (this includes the creation of a backup copy which may be used only for backup purposes).

出于授权使用目的，可以专门制作并安装软件副本（包括制作备份副本，但仅用作备份目的）。

4.6 The Customer shall not be entitled to copy/reproduce, reverse engineer, translate or fragment parts of the software provided by us.

客户无权对我方提供的软件进行复制、反向工程、翻译或划分成片段。

4.7 The Customer may not remove alphanumeric or other identification from the data media and shall transfer the data onto the back-up copy without modification.

客户不得将任何字母数字或其他标识从数据媒体中除去，并且应在未经修改的情况下将数据转移到备份副本上。

4.8 Unless explicitly agreed upon in writing, the Customer shall not have the right to adapt the software.

除非另有明确书面约定，否则客户无权改编软件。

4.9 ETAS software may contain framework components of third party vendors, which allow communication between different processes and programming languages. The Customer may use such technologies only for the purpose of developing product extensions (so-called "Add-Ons") on interfaces designed for such purpose. ETAS 软件可能包含第三方厂商的框架组件，以允许不同程序和编程语言之间的通信。客户只能将这类技术用于开发产品扩展（所谓的“附加软件”），且只能用在专为此目的设计的接口上。

4.10 The licensing models described in Article 4.2 of this Agreement permit, in principle, the transfer of the software and the associated perpetual license to third parties as long as the Customer informs us of such transaction without delay.

The Customer shall ensure that the transfer of the license to a third party does not allow for any kind of multiple use, and shall be responsible for the deletion of the software from any system remaining in its possession, such deletion to be confirmed by Customer vis-à-vis ETAS in writing. The Customer must reach a written agreement with the third party in which the said party accepts the provisions of these General Terms and Conditions for the Delivery of Hardware and Software Products. The Customer shall present a copy of the relevant parts of the agreement upon request. Insofar as the software is covered by a software maintenance contract, the same shall remain with the Customer and

shall not be transferable. Upon request, we will offer a software maintenance contract to the assignee.

原则上，第 4.2 条所述的许可模式允许向第三方转让软件和相关永久许可，但客户必须立即将此等转让交易告知我方。

客户应确保向第三方转让许可不会允许任何类型的多种使用，并且应负责从其拥有的任何系统中删除软件，客户应以书面方式向 ETAS 确认其已删除软件。客户必须与第三方达成书面协议，在该协议中，第三方必须接受本《软件产品供应的通用条款和条件》。客户应按要求提供该协议相关部分的副本。只要软件仍在服务合同的覆盖范围之内，则软件仍属于客户，且不得转让。在收到相关请求后，我方将向受让人提供一份软件服务合同。

4.11 If the Customer has acquired the software together with a piece of equipment, the Customer may only transfer the software together with the same piece of equipment for use by a third party.

如果客户是连同设备一起购买的软件，则客户只能连同该设备一起向第三方转让软件，以供第三方使用。

4.12 The specification of a new license server Host ID or MAC address for a license e.g. in the event of a replacement of a computer ("Rehost") is possible in the event of MACHINE-BASED-LICENSE once in 6 months, in the event of a USER-NAMED-LICENSE once in 6 months and in the event of a FLOATING-LICENSE once in 12 months. The customer shall delete the old license and any copies thereof once he received the new license. Such deletion shall be confirmed in writing by Customer vis-à-vis ETAS upon request by ETAS. If the software is passed on or in the event of a change in the workstation or licensed server on which the software and/or license check is run, it may become necessary to change the license key(s). We reserve the right to charge a fee for such service.

在工作站许可（以机器命名的许可）模式下，如果因为更换电脑，而需要更换新的许可服务器主机 ID 或者 MAC 地址（“Rehost”），则每六个月可以有有一次更换的机会。客户应该在收到新许可证后立即删除旧许可证及其任何副本。客户应我们要求，以书面形式确认此类删除。如果软件已移交，或工作站或运行软件和/或许可检验软件的许可服务器发生改变，则可能有必要更改许可证密钥。我们保留对此类服务收取费用的权利

4.13 Unless expressly agreed otherwise, updates and upgrades of software shall not be considered part of the software delivery. We reserve the right to make the availability of updates, upgrades, and new releases conditional upon the existence of a valid service contract. 除非另有其他明确约定，否则，不得将软件更新和升级视作软件交付的一部分。我们保留仅在存在有效服务合同的前提下，才提供更新、升级和新发布的权利。

4.14 In case of licensing of simulation models additional and/or deviating terms may apply.

在许可仿真模型时，可能适用附加和/或偏离条款。

4.15 If within the scope of warranty and/or software maintenance services a new software version is provided to the Customer, such version shall be subject to the above mentioned license conditions. Upon installation of such new version Customer's rights to use previous versions shall cease.

如果在质保和/或软件维护服务范围内，向客户提供了新的软件版本，则该版本应接受上述许可条件的限制。在安装完新版软件时，客户使用旧版软件的权利应立即终止。

4.16 In case that other programs or program parts are provided to the Customer as Add-Ons with the licensed software, ETAS hereby grants the Customer a non-exclusive, non transferable, timely limited right to use such Add-Ons for testing and evaluation purposes. Unless expressly agreed otherwise in writing, the right to use such Add-Ons shall be limited to a period of 14 days from the date of installation („Grace Mode“). The Customer shall not be entitled to use the Add-Ons for series development/production and/or provide them to third parties (including sub-licensing). Articles 4.4 – 4.7 shall apply respectively.

如果除许可软件外，还同时向客户提供了作为附加软件的其他程序或程序部分，则 ETAS 在此授予客户一项非专属、不可转让、且有时间限制的附加软件使用许可，但只能用于测试和评估目的。除非另有其他明确书面约定，否则使用这类附加软件的权利仅限于安装之日后十四（14）天（“特许使用模式”）。客户无权将附加软件用于系列开发/生产，和/或将其提供给第三方（包括分许可形式）。第 4.4 至 4.7 条应分别适用。

5. Software Maintenance

软件维护

5.1 Customer shall only be entitled to the software maintenance services described in this article if a software maintenance contract with ETAS (to be entered into separately) is in place. The software maintenance services described in this Article are provided for the latest program version of licensed software only. Any support services for previous program versions shall require a separate agreement between the parties.

仅在客户与 ETAS 有软件维护合同（待另行签署）的情况下，客户才有权获得本条款项下约定的软件维护服务。本协议中约定的软件维护服务仅针对维护软件的最新程序版本提供。针对先前程序版本的支持服务须签订单独的协议。

5.2 Unless otherwise agreed upon in writing software maintenance shall comprise the following services:

- delivery of generally available program updates, new program versions, which may include defect corrections, functional enhancements and/or adaptations to technical frameworks;
- delivery of patches and fixes to remedy and/or bypass critical errors;
- provision of information regarding restrictions, error correction and/or error avoidance;
- technical assistance for routine or straightforward issues related to installation and use (“how-to” questions)

and/or defects via telephone or e-mail during ETAS' regular business hours (Monday to Friday, except public holidays).

除非另有书面约定，软件维护应包括下列服务：

- 交付常用的程序更新、新程序版本，包括瑕疵纠正、功能强化、和/或技术框架改编；
- 交付补丁和修复以修复和/或绕过关键错误；
- 提供关于约束、错误纠正和/或错误规避的信息；
- 通过电话或电子邮件方式，在 ETAS 的正常营业时间（周一到周五，公共节假日除外），对关于安装和使用的常规或简单问题（“如何”问题）和/或瑕疵问题，提供技术协助。

5.3 Software maintenance does not include support for

- the integration of the software and any influences such integration may have on third party products,
- the design and development of applications, using the software,
- Customer's use of the software in other than the agreed/specified operating environment,
- problems and errors caused by products which have not been delivered by ETAS.

软件维护不包含对下列各项的支持：

- 软件集成以及这类集成可能对第三方产品造成的影响；
- 利用软件设计和开发应用程序；
- 客户在非约定/规定的操作环境中使用软件；
- 由非 ETAS 交付的产品导致的问题和错误。

5.4 The agreement regarding the provision of software maintenance does not result in any commitment of ETAS regarding availability and/or fail-safe stability of a system. 购买软件维护的协议，不构成 ETAS 对系统的可用性和/或故障安全稳定性的任何承诺。

5.5 The agreed software maintenance services will only be provided in favor of the Customer. Customer may not transfer software maintenance to third parties. 软件维护仅出于客户的利益而提供。客户不得将软件维护服务转让给任何第三方。

5.6 Unless otherwise agreed upon, software maintenance will be provided for a period of one (1) year as of the delivery/provision of the software. 除非另有约定，软件维护服务的期限应为一（1）年，自软件交付/提供之日起计。

5.7 To the extent required for the provision of the software maintenance, the Customer shall provide additional information such as program code, configurations, protocol data etc. as well as necessary resources and shall enable (remote) access to its systems. 如提供软件维护需要，客户应提供额外的信息（如程序代码、配置、协议数据等）及必要的资源，并应使其系统能够支持(远程)访问。

6. Compliance Verification

合规验证

6.1 We shall have the right to verify the contractually authorized use of the software by the Customer, and thus Customer's adherence to the agreed licensing conditions, at all sites and for all environments in which an installation is made and/or used by the Customer. We shall have the right to delegate such verification to associated companies and/or independent auditors, provided that they have been bound to observe confidentiality on the basis of a written confidentiality agreement.

我方应有权验证客户是否在安装和/或使用软件的所有现场和所有环境中均按照合同授权的软件用途使用软件，从而验证客户是否遵守了约定的许可条件。我方应有权将这类验证工作委托给关联公司和/或独立审核员，但前提是关联公司和/或独立审核员必须签署书面保密协议，遵守保密义务。

6.2 The Customer undertakes to create, retain, and make available to us or our auditors records, system outputs and other system data sufficient to provide auditable proof for a contractually agreed installation and utilization of the supplied software. In the event that the verification identifies discrepancies and/or indications that the Customer is failing to adhere to his obligations, we will inform the Customer thereof without delay.

客户承诺编写、保存并向我方或我方审核员提供充分的相关记录、系统输出数据、以及其他系统数据，以此提供可审核的证据，证明我方提供的软件是按照合同规定安装和使用的。如果验证确认存在某些差异和/或迹象，表明客户未遵守其义务，我方将立即就相关情况通知客户。

7. Delivery, Delivery Deadlines, Delay

交付、交付期限、延迟

7.1 The commencement of and adherence to agreed delivery dates is predicated upon the fulfillment of the Customer's cooperation obligations, in particular for the supply of equipment, documents, permits, investigations, releases, and compliance with agreed payment conditions. In the event that the Customer's obligations to cooperate are not fulfilled properly or in a timely manner, delivery deadlines shall be extended appropriately.

约定交付日期的生效与遵守情况取决于客户对于合作义务的履行情况，尤其取决于有关以下内容的义务履行情况：提供设备、文件、许可证、调查报告和许可；遵守约定的付款条件。若客户的合作义务没有得以适当或及时履行，则应适当延长交付截止期限。

7.2 In the event that non-compliance with delivery deadlines is resulting from force majeure and other disturbances for which we cannot be held liable, such as war or similar conflicts, terrorist attacks, import and export restrictions, including events of the same nature that affect our suppliers and subcontractors, the delivery dates agreed upon shall be extended for the period of such hindrance. The same applies to labor disputes, which we or our suppliers may be concerned with.

若因不可抗力和我方无法对其承担责任的其它干扰事件而致使无法遵守交付截止期限，则约定的交付期限应延长此等干扰事件持续的时间。此等干扰事件包括战争或类似战争的冲突、恐怖袭击、进出口限制以及影响我方供应商和分包商的相同性质的事件。本条上述规定适用于可能涉及我方或我方供应商的劳动争议。

7.3 Claims made by the Customer for compensation due to delayed delivery shall be governed by Article 11.

客户针对因延迟交付所引起的赔偿而提出的索赔应受第 11 条规定的约束。

7.4 In the event that the Customer causes shipment or delivery to be delayed or if the Customer does not comply with its obligations to cooperate culpably, we shall be entitled to claim any loss or damage resulting thereof. Without proof of any actually accrued loss or damage, we shall be entitled to claim a lump sum fee for additional expenditures in the amount 0.5 % of the price of the products or services concerned for each inchoate month, but not exceeding the aggregate amount of 5 % of the price for the products or services concerned. The parties shall, however, have the right to provide evidence for higher or lower loss or damages. Partial shipments and corresponding invoices shall be permitted, unless these should be unreasonable for the customer.

如果因客户原因导致延迟装货或交付，或如果客户未能遵守义务进行良好合作，我方有权对因此所造成的任何损失或损害提出索赔。我方有权按照产品价格或早期服务价格 0.5% 的比例对额外开支提出索赔，且无须对实际发生的损失或损害提供任何证据，但是不能超过相关产品或服务价格总款项的 5%。但是，双方应有权提供证据证明损失或损害的金额较此更高或更低。除非对于客户来说是不合理的，否则应允许分批装运并开具相应的发票。

8. Complaints and Notices of Defect

索赔及质量问题通知

8.1 The Customer shall serve written notice of recognizable quality defects immediately, however no later than 15 days after receipt of the products. Adhesive box labels, content labels and any tally sheets or control slips enclosed with the consignment shall be submitted with the notice. As regards other complaints of quality defects, the Customer shall provide similar notification immediately upon their discovery. The material date shall be the date on which we receive the notice of defect.

客户在确认产品存在可识别的质量问题后，应立即向我方送达书面通知，且不应晚于收到产品后 15 天。随附在托运单上的箱标签、内容标签、以及任何理货单或控制单应随附通知一起寄送。对于其他的质量问题投诉，客户应在发现后，立即向我方提供类似的通知。关键日期应为我方收到质量问题通知当日。

8.2 If a complaint is unjustified, we shall have the right to demand compensation for incurred expenses from the Customer.

如果出现不正当的投诉，我方有权要求客户补偿因此所产生的费用。

8.3 Claims for quality defects shall be excluded if the notice of defect is not received by us within the time period stipulated above.

如果我方未能在上述规定的时限内收到质量问题通知，则应免除该质量问题索赔。

8.4 Claims for transport damages shall be made within the limitations governed by the respective freight contract. 在时效内对交通损害所提出的索赔应适用各自的货运合同。

8.5 The Customer shall not have the right to refuse acceptance of deliveries due to minor defects. 客户无权因为细小的瑕疵而拒绝接收交付的产品。

9. Quality Defects

质量问题

9.1 The limitation period for claims on account of quality defects shall be 24 months after delivery of the products (passing of risk).

因质量问题所引起的索赔时效为产品交付（风险转移）后的24个月。

9.2 In the event that a quality defect arises within the limitation period, the cause of which already existed at the time of the passing of risk, we may at our discretion elect to render subsequent performance either by repairing the defect or delivering a defect-free product. With software, the warranty claim shall be conditional upon the error being reproducible and that it occurs in the last revision level accepted or adopted by the Customer.

如果在质保期限内出现质量问题（其原因在风险转移时已存在），我方可自行决定通过修复质量问题或交付新的工作成果来继续履行合同。对于软件，要求索赔的前提条件是，错误必须是可再现的，并且发生在客户接受或采用的软件最新版本中。

9.3 In case of subsequent performance by repairing the defect, the defect shall be remedied at our discretion either at the Customer's premises or our own facilities. The Customer shall provide us with the documentation and information available to him that is necessary to remedy the defect. In case of defect remedying through delivery of a defect-free product, we shall be entitled to deliver a new revision level or version of the software.

在通过修复问题以继续履行合同的情况下，我方可自行决定在客户的经营场所或我方自己的设施处来修复问题。客户应向我方提供修复问题所需的文件和信息。

9.4 The limitation period does not begin anew by virtue of subsequent performance.

质保期限不会由于继续履行而重新起算。

9.5 If subsequent performance fails, the Customer may – without prejudice to possible claims for damages – terminate the contract or reduce the remuneration in accordance with statutory provisions.

如果继续履行失败，客户可在不影响可能的损害索赔权的情况下，解除合同或根据法律规定降低报酬。

9.6 Claims by the Customer on account of necessary outlays for the purpose of subsequent performance, in particular the costs of transportation, travel, labor and materials, shall be governed by statutory provisions. However, they shall be excluded to the extent by which such outlays are increased due to the fact that the product supplied was subsequently removed to a place other than the Customer's branch operation, unless such removal is in accordance with the designated use of the product.

客户就继续履行的必要支出（特别是运输、旅行、人工和材料的费用）而提出的索赔，应遵守法律规定。但是，因提供的产品随后被转移至非客户分支机构以外的其他地方而导致的费用增加不包括在内，除非此类转移是根据产品的指定用途而进行的。

9.7 Claims for subsequent performance shall be excluded in case of a minor deviation from the quality agreed upon or in case of a minor impairment in usability. Further rights and claims shall remain unaffected.

如果仅与约定的质量略有差异或可用性仅有轻微损害，则客户不得要求继续履行。但客户的其他权利和主张不受影响。

9.8 The following shall not be deemed to constitute a defect as to quality:

- natural wear and tear;
- characteristics of the product or damages caused after the passing of risk due to improper handling, operation, storage or assembly, non-compliance with installation or handling instructions, and excessive strain or use;
- characteristics of the product or damage caused due to force majeure, special external influences which are not foreseen under the terms of the contract or which arise due to the use of the product in a manner not presupposed in the contract or not in accordance with normal use;
- non-reproducible errors in hardware or software products.

以下内容不构成质量问题：

- 自然磨损；
- 产品特性或风险转移后，由于处理、操作、储存或装配不当，不符合安装或操作说明，以及过度应力或使用而造成的损害；
- 产品的特性或由于不可抗力导致的损坏，根据合同条款无法预见或由于以非合同中预设的方式使用产品或不按照正常使用而产生的特殊外部影响；
- 软件产品中不可再现的错误。

9.9 With respect to software products that the Customer or a third party has extended via a designated interface, we

shall only be liable for quality defects up to the interface. We shall in no way be liable for compatibility or interoperability of the software with Customer's data processing environment, in particular with the software and hardware products implemented by the Customer. 对于客户或第三方通过指定接口扩展的软件产品，我方仅对接口之前的质量问题负责。我方不对在客户使用的客户数据处理环境（特别是客户使用的软件和硬件产品）下提供的软件的兼容性负责。

9.10 The Customer shall undertake all action which is necessary and may be reasonably expected to prevent or limit the consequences of damage resulting from quality defects in the software; in particular, the Customer shall ensure that backups of all programs and data shall be conducted on a reasonable and regular basis.

客户应采取所有必要的、合理预期能够防止或限制软件质量问题造成的损害后果的行动；特别是，客户应确保合理且定期地备份所有程序和数据。

9.11 We shall not be liable for the quality of the product based on the design or choice of material, insofar as the design or the material has been stipulated by the Customer.

我方不对基于材料设计或选择的工作成果质量承担责任——只要设计或材料已由客户规定。

9.12 Customer's right of recourse shall exist only to the extent that the claims are not based on any agreement with its own customer exceeding statutory claims in respect of defects, e.g. ex gratia or goodwill regulations.

只有当索赔并非基于其与其自身客户订立的、超过法定缺陷索赔的任何协议时（如给予特惠或赔偿商誉的约定），客户才享有索赔权。

9.13 Claims on account of defects as to quality including claims asserting the Customer's right of recourse shall be excluded insofar as the Customer has failed to have the defect remedied by our repair department.

因质量问题引起的索赔，包括声称客户有索赔权的主张，只要客户未经我方维修部门纠正质量问题，均应以排除。

9.14 In all other respects, our obligation to compensate for damages and/or for futile expenditures on account of quality defects shall be governed by the terms of Article 11. Claims made by the Customer concerning quality defects other than those covered by this Article 9 and Article 11 shall be excluded.

在所有其他方面，由于质量问题，我方承担赔偿责任和补偿开支的义务，应适用第 11 条的规定。客户就质量问题提出的除第 9 条和第 11 条规定以外的索赔均应予以排除。

9.15 For any defects of title that do not arise from a violation of the property rights of third parties, the provisions of this Article 9 shall apply mutatis mutandis.

第 9 条也适用于并非因侵犯第三方工业产权引起的所有权缺陷。

10. Copyright and Related Protective Rights

著作权及相关的受保护权利

10.1 We shall not be liable for claims arising from an infringement of industrial property rights or copyright of third parties (hereinafter referred to as Protective Rights) if the Protective Rights are or were owned by the Customer or by an enterprise in which the Customer holds, directly or indirectly, a majority of the shares or voting rights.

如果工业产权或第三方版权（以下称为“受保护权利”）是由客户所拥有或曾经拥有、或由客户直接或间接持有大多数股份或表决权的企业所拥有或曾经拥有的，我方不对因此类受保护权利被侵权而产生的索赔承担责任。

10.2 We shall not be liable for claims arising from an infringement of Protective Rights unless at least one Protective Right from the protective rights family has been published either by the European Patent Office (EPO) or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria, or United States.

除非欧洲专利局（EPO）或下列国家之一发布了受保护权利族中至少一项受保护权利，否则我方不对因受保护权利的侵权而引起的索赔承担责任：德意志联邦共和国、法国、英国、奥地利或美国。

10.3 The Customer shall notify us immediately of (alleged) infringements of Protective Rights and of risks of infringement in this respect which become known and, at our request – to the extent possible – allow us to conduct the litigation (including non-judicial proceedings). 如知悉任何受保护权利的（疑似）侵权行为以及相关侵权风险，客户应立即通知我方，并且在我方要求时，在可能的范围内，允许我方提起诉讼（包括非诉讼程序）。

For a product that infringes a Protective Right, we shall be entitled, at our discretion, to obtain a right of use or modify the product so that it no longer infringes the Protective Right, or to replace it by an equivalent substitute product which no longer infringes the Protective Right. If this is not possible subject to reasonable conditions or within a reasonable period of time, the Customer shall be entitled to the statutory rights of termination. Subject to the aforementioned preconditions we too shall have a right of termination. The provision set forth in Article 9.12 shall apply accordingly. We reserve the right to carry out the action at our disposal under the terms of the first sentence of this Article 10.4, even if the infringement of the Protective Rights has not yet been recognized by final and valid judgment or acknowledged by us.

对于侵犯受保护权利的产品，我方有权自行决定获得使用权或修改产品，使其不再侵犯受保护权利，或者用不侵犯受保护权利的等效替代产品替换。如果在合理的条件下或在合理时间内无法实现这一点，客户在协助我们修改的范围内，享有解除合同的法定权利。在上述条件的前提下，我方也享有解除合同的权力。同时，适用第 9.12 条的规

定。我方有权根据本 10.4 条第 1 句的规定采取我方可以采取的行动，即使受保护权利的侵权尚未经最终和有效的判决所确认，或被我方承认。

10.4 Claims by the Customer shall be excluded insofar as the Customer is responsible for the infringement of the Protective Right or if the Customer fails to support us to a reasonable extent in the defense against claims by third parties.

如果客户对受保护权利的侵权负有责任，或客户未能在合理范围内支持我方对第三方索赔提出抗辩，则我方不接受客户的索赔。

10.5 Claims by the Customer shall also be excluded if the products were manufactured in accordance with the specifications or instructions of the Customer or if the (alleged) infringement of the Protective Right arises from use of our product in conjunction with another product not originating with us, or if the products are used in a manner that we were unable to foresee.

如果产品是根据客户的规格或说明制造的，或者如果受保护权利的（疑似）侵权是由于将我方产品与其他非我方产品一同使用而导致的，或者如果产品的被使用方式我方无法预见，则我方不接受客户的索赔。

10.6 In all other respects, our obligation to pay damages in case of infringements of Protective Rights shall be governed by Article 11.

在所有其他方面，我方在违反受保护权利的情况下支付损害赔偿的义务应适用第 11 条。

10.7 Article 9.1 applies mutatis mutandis to the limitation period for claims based on infringements of Protective Rights.

第 9.1 条比照适用于受保护权利侵权索赔的时效期。

10.8 Claims other than those made by the Customer on account of an infringement of third party Protective Rights governed by this Article 10 and Article 11 shall be excluded.

我方不接受客户因侵犯第三方的受保护权利而作出的，除第 10 条和第 11 条项下的索赔之外的其他索赔。

10.9 Product may comprise components implementing Standards (e.g. mobile service standards, WLAN standards), integrated electronics and/or related software, supplied or provided by sub-suppliers, which may make use of third party intellectual property rights. Unless otherwise agreed, licenses to use such third party intellectual property rights for the Product, and corresponding indemnifications for claims against Customer based on such third party intellectual property rights, are not part of ETAS's deliverables. Customer may be required to obtain licenses from the owners of these third party intellectual property rights directly. "Standards" shall mean technical specifications or functions (i) adopted by a standards organization (inter alia ETSI or IEEE), (ii) defined by research institutes,

industrial companies or other market participants to ensure technical conformity or compatibility, or (iii) established by common practice in a particular technical field.

产品可能包含由我们的供应商提供的，可能使用了第三方知识产权的执行标准（例如移动服务标准，WLAN 标准）的部件、集成电子产品、和/或相关软件。除非另行同意，ETAS 的交付不包括将第三方知识产权用于产品的许可，以及基于第三方知识产权而针对客户提出的索赔的补偿。客户可以直接向第三方知识产权人获取许可。“标准”指

- (i) 由标准组织（尤其是 ETSI 或 IEEE）采用的技术规范或功能；
- (ii) 由研究机构、公司、或其他市场参与者为了确保技术一致性或兼容性而制定的技术规范或功能；或
- (iii) 由特定技术领域的惯例而设定的技术规范或功能。

10.10 In the event of alleged infringements of third party intellectual property rights by Customer's use of components implementing Standards, integrated electronics and/or related software, contained in the Product, ETAS shall reasonably provide Customer with relevant information on request against such allegations. This includes the provision of any documents which ETAS controls and is entitled to provide to Customer.

由于客户使用包含在产品中的，执行标准的部件、集成电子产品、和/或相关软件，导致侵犯第三方知识产权的指控。ETAS 应该根据要求针对此指控，向客户合理提供有关信息。包括 ETAS 控制且有权提供给客户的任何文件。

11. Compensation for Damages, Product Liability 损害赔偿、产品责任

11.1 We shall be liable for damages and compensation of futile expenditures on account of a breach of contractual or non-contractual obligations only in case of

- deliberate acts or gross negligence,
- fatal or physical injury or damage to health,
- the assumption of a guarantee with respect to quality or durability,
- breach of material contractual duties,
- compulsory liability pursuant to the Product Quality Law of the People's Republic of China (or
- any other compulsory liability.

我方仅在以下情形下就我方违反合同或非合同义务承担损害赔偿和开支补偿责任（以下简称“赔偿”）：

- 故意行为或重大过失
- 死亡或身体伤害或健康损害
- 质量或使用期限保证的承担
- 违反重大合同义务
- 《产品质量法》规定的强制性责任
- 或任何其他强制性责任。

11.2 The Compensation payable in case of a breach of material contractual duties is, however, limited to the foreseeable damage typical of the type of contract,

except in cases of deliberate acts or gross negligence or in the event of liability due to fatal or physical injury or damage to health or due to the assumption of a quality guarantee.

但是，违反重大合同义务应支付的赔偿应限于该类型合同的典型可预见的损害，除非有故意的行为或重大疏忽，或因死亡、身体伤害或损害健康或因质量保证造成的责任。

11.3 Our products may on occasion facilitate the exertion of influence or control on an electronic system. Such actions may lead to injury to life or limb or to property damage. Our products are therefore exclusively intended for operation by qualified specialist personnel. We shall not assume liability for damages caused by improper operation or by use in a manner other than that intended.

我们的服务或产品有时会促使对电子系统施加影响或控制。此类行为可导致生命或肢体受伤或财产损失。因此，我们的服务和产品仅供合格的专业人员操作。我方不对因操作不当或以不同于预期的方式使用而造成的损害承担责任。

11.4 When using our products for safety-relevant intervention in vehicle behavior (as with the stimulation of the vehicle's bus systems, e.g., CAN, or with bypasses intervening in the vehicle's control equipment, e.g., in the electronic control units onboard the vehicle governing powertrain, chassis or body systems), and when our products are deployed in conjunction with electronic control units presenting a danger to life and limb in the event of any malfunction, the user shall be obligated to ensure the installation of devices that provide a secure transition of the system to a safe condition in the event of a hazard (e.g. Emergency-Off mode or Limp-home operation).

当使用我们的服务和产品来进行车辆行为中的安全干预时（例如，对车辆总线系统（例如 CAN）的刺激，或者绕开车辆控制设备（例如在电子控制单元上的车辆控制动力总成、底盘或车身系统）中的干扰），并且当我方的服务和产品与电子控制单元一起部署时，如发生任何故障可能会危害到生命时，用户应有义务确保设备的安装，能够使得在发生危险时将系统安全转换到安全状态（例如，应急断电模式或跛行模式）。

11.5 We shall not assume liability for effects to or impairment of our products with regard to performance, usability and safety ensuing from the use of the Customer's own software or model segments or from access to our products via interfaces not released by us.

对于因使用客户自己的软件或模型段或通过非我方发布的接口访问我方产品而导致的我方服务和产品的性能、可用性和安全性影响或损害，我方不承担任何责任。

11.6 In the event that a defect or fault in the licensed software causes a loss or damage to data and programs at the Customer, our liability shall not include any expenditures resulting from their recovery. The Customer shall therefore be obligated to affect data backups on a regular basis.

如果我方产品的质量或故障导致对客户数据和程序造成损失或损坏，我方的责任不包括因恢复此类数据和程序而导致的任何支出。因此，客户应有义务定期备份数据。

11.7 The foregoing provisions shall not be construed as reversal of evidence.

上述规定不得解释为举证责任倒置。

11.8 Insofar as liability on our part is excluded or limited, such exclusion or limitation shall apply for the benefit of our employees, representatives or vicarious agents as well.

如果我方的责任被排除或限制，此类排除或限制也应适用于我方的雇员、代表或代理人。

12. Retention of Title

所有权的保留

12.1 We shall retain title to the goods delivered, pending full performance of all claims to which we are entitled on the basis of the business relationship now and in future.

在基于当前和将来的业务关系我方所享有的一切权利主张得到完全履行前，我方保留所交付货物的所有权。

12.2 Should the products in which retained title require maintenance, such maintenance shall be carried out at Customer's expense.

如果要求对保留所有权的产品进行维护，则该等维护应由客户自费执行。

12.3 The Customer shall have the right to process or connect our products within the normal course of its business. We shall acquire joint ownership in the products created by such processing or connection as security for our claims set forth in Article 12.1; the Customer transfers this joint ownership to us already at this point. As a subsidiary contractual duty, the Customer shall keep in safe custody, free of charge, the items in which we hold joint ownership. The proportion of our joint ownership share shall be determined by the relationship between the value of our product and the value of the item (invoiced amount incl. VAT) created through the processing or connection at the time of such processing or connection.

客户应有权在业务正常范围内加工或连接我方产品。我方应获得该等加工或连接后所产生产品的共同所有权以作为第 12.1 条规定的我方有权做出的一切权利主张的担保，且客户在此已经将该共同所有权转让给我方。作为附属的合同义务，客户应免费安全保管我方享有共同所有权的项目。我方共同所有权的比例应由产品价值和项目价值（该价值包含增值税在内的发票款额）关系所决定，且该项目价值由该等加工或连接时通过加工或连接所创造。

12.4 The Customer shall have the right to resell the products within the normal course of business against pre-payment or subject to the retention of title. Already at this point, the Customer shall assign to us in full all of the claims to which it is entitled from such sale of our product together with all ancillary rights, irrespective of whether our product has been further processed or not. The assigned claims shall serve as security for our claims pursuant to Article 12.1. The Customer shall have the right to collect the assigned claims. We may revoke the Customer's rights set forth in this Article 12.4 if the Customer fails to duly perform its payment duties to us, in particular if the Customer is in default of payment, suspends payment, or if insolvency or similar proceedings for the purpose of dept relief have been filed. In addition we shall be entitled to revoke Customer's rights set forth in this Article 12.4, if an impairment of the Customer's financial situation occurs or is threatening to occur or if the Customer should become insolvent.

客户应有在正常的业务范围内，在预付款或保留所有权的情况下转售该产品。且在该点，客户应向我方转让与因出售我方产品而产生的一切权利主张及所有附属权利，无论我方产品是否进一步经过了加工。转让的权利主张应作为我方根据第 12.1 条所提出的权利主张的担保。客户有权收集转让的索赔。如果客户未能如期履行付款义务，尤其是，客户违反付款义务，中止付款，或若客户出现资不抵债或其他类似于为提请债务免除而进行的类似程序，我方有权撤销第 12.4 条下规定的客户权利。此外，如果客户的财务状况出现不利情况，或将要发生该种状况，或如果客户将变得资不抵债，我方有权撤销第 12.4 条中规定的客户权利。

12.5 Upon request, the Customer shall notify us immediately in writing as to whom the Customer has sold the products in which we hold title or joint title, and of the claims to which the Customer is entitled from such sale; the Customer shall also be obligated to issue to us at its expense publicly certified deeds relating to the assignment of the claims.

一经要求，客户应立即以书面形式通知我方，其将我方持有所有权或共同所有权的产品出售给何方，以及客户有权从该等出售中得到的权利主张，客户应有责任自担费用向我方出具与该权利主张转让相关的经公开认证的契约。

12.6 The Customer shall not be entitled to effect any other disposals of the products to which we have retained title or joint title or of the claims assigned to us. The Customer shall be obligated to notify us immediately of any seizures of or other impairments to the rights of products or claims belonging to us either in whole or in part. The Customer shall bear all the costs which must be incurred to cancel the access of third parties to our property with reserved title or serving as security and to recover the property items, insofar as it is not possible to collect these from third parties.

客户无权对我方保有权利或共同所有权或客户将权利主张转让给我方的产品进行任何其他处置。如果全部或部分属于我方的产品权利或权利主张出现任何被扣押或其他损害，客户应有责任立即通知我方。客户应承担因取消第三方使用我方所保有所有权或作为担保的财产，以及重新获取财产项目所导致的所有费用，只要这些费用无法从第三方处获取。

12.7 If the value of the security existing for us exceeds the amount of our total claims by over 10 %, we shall release security to this extent at our discretion at the Customer's request.

如果现有的担保价值超过我方总权利主张的 10% 以上，我方应在其权利范围内，应客户的要求，自行决定，解除该担保。

13. Termination

终止

13.1 In case the customer does not comply with its contractual duties, e.g. in case of default of payment, after expiration of a reasonable grace period we shall be entitled to terminate the contract. Any other right given by contract or law shall remain unaffected.

如何客户不遵守其合同义务，例如：客户延迟付款，则在合理的宽限期之后，我们有权解除合同。我们在法律或者合同下的其他权利不受影响。

13.2 We shall be entitled to terminate the contract immediately (without any grace period), if the Customer suspends payment, or insolvency or similar proceedings for the purpose of dept relief have been filed.

如果客户中止付款，或出于部门救济的目的而提出破产或类似程序，则我们有权立即解除合同（而不给宽限期）。

13.3 Without providing a grace period, we shall be entitled to terminate the contract, if

- an impairment of the Customer's financial situation occurs or is threatening to occur and if as a result thereof Customer's ability to fulfill its payment obligations toward us be at risk, or
- the Customer should become insolvent.

如有以下情况，我们有权不给宽限期解除合同：

- 客户财务状况恶化或可能恶化，并导致客户履行对我们付款义务的能力受到威胁，或
- 客户破产

13.4 We shall be entitled to terminate the contract if the fulfillment of the contract was no longer permissible due to legal and/or regulatory changes after the signature of the contract.

合同签署后，如果由于法律和/或法规变化，不能再履行合同，则我们有权解除合同。

13.5 Immediately after Customer's receipt of our declaration to terminate the contract, the Customer shall be obliged to provide us with access to the products to which we have reserved title and shall render them to us or any

designated representative. Upon advance notice we shall be entitled to take possession of the products to which we retained title for purposes of recovery of our due claims.

在收到我们解除合同的声明后，客户应该立即允许我们访问我们保留所有权的产品，并将产品交给我们或我们指定的代表。

在事先通知的情况下，我们有权以实现我们应有的权利主张的目的，收回我们保留所有权的产品，

13.6 The rights mentioned in this Article 13 shall be in addition to any statutory right, which shall not be affected thereof.

第 13 条中提到的所有权利，不影响我们根据法律所享有的其他权利。

14. Export Control and Customs

出口管制与海关

14.1 We are entitled to refuse to fulfil our obligations under this contract insofar as the fulfilment is prohibited or impaired by foreign trade law, especially applicable national and international export control and customs regulations, including embargos and other sanctions, which is – in accordance with this law – applicable to this contract (hereinafter “foreign trade law”).

如果对外贸易法，尤其是适用的国家和国际出口管制和海关法规，包括禁运和其他制裁，禁止履行或损害履行本合同项下的义务，则我们有权根据适用的法律/法规（以下简称“外贸法”）拒绝履行本合同项下的义务。

14.2 In case of delay in the fulfilment of our obligations under this contract caused by licensing requirements, authorization requirements or similar requirements or caused by other foreign trade law procedures (hereinafter “Authorization”), the time of performance for such obligations is extended/moved accordingly. Should an Authorization be denied or not granted within 12 months after filing the application, we are entitled to terminate the contract to the extent the fulfilment of the obligation requires this Authorization.

如果由于许可要求、授权要求或类似要求或其他外贸法律程序（以下合称为“授权”）导致我们延迟履行本合同项下的义务，则该等义务的履行时间将相应延长/后移。如果在提交申请后 12 个月内授权被拒绝或未授予，而授权对于履行合同义务是必需的，我们有权解除合同。

14.3 We will notify the Customer of the reasons for such refusal according to clause 14.1 or delay according to clause 14.2 without undue delay. Claims for damages based on prohibitions, impairments or delays in accordance with clauses 14.1 and 14.2 are excluded insofar as these were not intentionally or grossly negligent (grob fahrlässig) caused by us.

我们将根据第 14.1 条的规定通知客户拒绝的理由，或根据第 14.2 条的规定通知延迟的原因，不得无故延误。根据第 14.1 条和第 14.2 条的规定针对禁止、减损或延迟提出的损害索赔不包括在内，前提是拒绝或延迟并非因我们故意或重大过失而造成。

14.4 The Customer shall provide any information and documents (required in particular for customs-cross-border and intra-community export / transport) necessary to abide by applicable foreign trade law or requested by authorities in that regard. Such obligation may especially include information on the end Customer/user, the destination and the intended end-use of the contractual items. We are entitled to terminate the contract (Rücktritt) if the Customer does not provide us with such information within a time period stipulated by us.

客户应提供遵守适用外贸法律所需的，或该领域主管部门要求提供的，任何信息和文件（特别是海关跨境和欧共体内出口/运输所需的信息和文件），的任何信息和文件。前述义务尤其还可能包括关合同项目的最终客户/用户、目的地和预期最终用途方面的信息。如果客户未在我们规定的期限内向其提供此该等信息，我们有权解除合同。

14.5 The Customer shall indemnify and hold us harmless from and against any and all liability, claims, proceedings, actions, fines, losses, costs, expenses and damages arising out of, connected with or resulting from Customer’s infringing (by act or omission) upon applicable foreign trade law. Such costs and expenses include but are not limited to investigation expenses, fines imposed by the authorities or fees for legal advice sought because of the infringement.

客户应赔偿并使我方免受因客户（作为或不作为）违反适用外贸法律而产生的、与之相关的或造成的任何及所有责任、索赔、法律程序、诉讼、罚款、损失、费用和损害赔偿。这些费用和开支包括但不限于调查费用、当局征收的罚款或因侵权而寻求法律咨询的费用。

14.6 When passing on the contractual items delivered by us to a third party, the Customer shall comply with applicable foreign trade law (in particular of national and international (re-)export control law).

当我们将交付的合同项目转移给第三方时，客户应遵守适用外贸法律（特别是国家和国际（再）出口管制法律）。

14.7 Unless explicitly agreed otherwise in the delivery or quotation documents, the supply of software or software know-how (without hardware) shall be performed exclusively by electronic means (e.g. e-mail or download).

除非在交付中或报价文件中另有约定，仅以电子方式（例如电子邮件或下载）提供软件或软件知识（不含硬件）。

14.8 The Customer shall neither directly nor indirectly use our deliveries for the development, production or proliferation of nuclear, chemical or biological weapons, other war weapons or missile technology for military purpose. Moreover, the Customer shall not pass on our deliveries to a third party for any such purpose. We are entitled to terminate the contract without any notice if the Customer violates this obligation. Clause 14.5 applies accordingly.

客户不得直接或间接地将我们的交付物用于研发、生产或扩散用于军事目的的核、化学或生物武器、其他战争武器或导弹技术。此外，客户不得出于任何该等目的将我们的交付物转移给第三方。如果客户违反这一义务，我们有权不经通知立即解除合同，适用第 14.5 条的规定。

15. Confidentiality

保密

15.1 All of our business and technical information (including the purchase price of our products, characteristics which can be derived from any items or software which may be delivered, and other knowledge or experiences) shall be kept secret with regard to third parties as long and insofar as it is not provably public knowledge; in the Customer's own operation such information may only be made available to those persons in the Customer's own enterprise who must necessarily be involved for its deployment and who are also subject to a confidentiality obligation; the subject business and technical information shall remain our exclusive property. Without our prior written consent, such information may not be duplicated or used commercially. At our request, all of the information originating with us (including any copies and recordings made, if any) and property on loan must be returned to us immediately and completely, or destroyed.

我方的所有业务和技术信息（包括我方产品的购买价格，从任何可交付的项目或软件中衍生的特性，以及其他知识或经验），只要其未被证明已被公开，则应对第三方严格保密；对于客户自己，此类信息仅能提供给其公司中必须参与其部署、并接受保密义务的人员；标的业务和技术信息仍将是我的独家财产。未经事先书面同意，此类信息不得被复制或用于商业用途。如经我方要求，所有源自我方的信息（包括任何副本和记录，如有）和借用财产必须立即全部归还给我方，或者销毁。

15.2 We shall retain all rights to the information indicated in Article 14.1 (including copyright and the right to apply for industrial property rights such as patents, utility models, semiconductor protection etc.).

我方保留第 14.1 条所述信息的所有权利（包括版权和申请工业产权（如专利、实用新型、半导体保护等）的权利）。

16. Miscellaneous Provisions

其他

16.1 If one of the provisions of these General Terms and Conditions or of any contracts entered into based on these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the invalid provision by an effective regulation most closely approximating the economic success pursued by the ineffective provision.

如果基于本通用条款和条件订立的任何合同的条款和条件应为或成为无效，此类无效不得影响其余条款的有效性。

缔约方有义务用最接近该无效条款经济效益的有效条款替代该无效条款。

16.2 All disputes arising under this Agreement, including those that may evolve from the question of its coming into effect as well as those that originate from this Agreement after its termination, shall be finally settled by a Court of Arbitration to be convened at China International Economic and Trade Arbitration Commission (CIETAC) in Shanghai in accordance with the rules of CIETAC as at present in force. The arbitrator shall be a fully qualified lawyer. No discovery shall be conducted between the Parties.

任何因本协议产生的纠纷，包括源于本协议生效及终止后的任何争议，应最终通过中国国际经济贸易仲裁委员会（CIETAC），在上海根据该会当前有效的仲裁规则通过仲裁解决。仲裁员应由完全合格的律师担任。各方之间不应进行任何开示。

16.3 All legal relationships between us and the Customer shall be exclusively bound by the laws of the People's Republic of China, to the exclusion of the provisions of the conflict of laws and the Convention on the International Sale of Goods (CISG) of the United Nations.

我方与客户之间的所有法律关系应受中华人民共和国法律排他性管辖，但法律冲突规范和联合国国际货物销售合同公约（“CISG”）不予适用。

16.4 This Agreement is written in both Chinese and English in two originals. In any case of discrepancy between the English version and Chinese version the English version will prevail.

本协议以中英文书就，当中英文版本发生冲突时，以英文版本为准。

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