

General Terms and Conditions of Sale and Delivery

通用销售和交付条款和条件

Valid from January 2019

自2019年1月开始生效

Section 1 Scope

第1条 范围

Unless expressly stipulated otherwise in writing, these General Terms and Conditions of Sale and Delivery apply to all offers, purchase agreements and orders concerning deliveries by Heidelberg Graphics (Beijing) Co., Ltd and one of its subsidiaries (collectively referred to hereinafter as "Heidelberg") to its customers ("Clients"). They also apply to future business relationships, even if they are not expressly agreed again. The version of these Terms and Conditions applicable at the time of contract closing is decisive. Deviating terms and conditions of the Client are not accepted, even if they are not expressly disputed.

除非另有明确书面规定, 本通用销售和交付条款和条件适用于海德堡印刷设备(北京)有限公司及其任一子公司(以下统称为“海德堡”)给其客户(“客户”)的所有关于交付的要约、购买协议和订单。即使未再次明确约定, 本通用销售和交付条款和条件同样适用于未来的业务关系。合同达成时适用的本条款和条件的版本是确定性的。任何与本通用条款和条件不一致的客户的条款和条件将不被接受, 即便客户的该条款和条件未被明确反对。

Section 2 Contract conclusion

第2条 合同订立

(1) Offers by Heidelberg are subject to alteration and are non-binding, unless expressly described as binding in the text of the offer. An order by the Client is considered as binding contract offer. The contract is only closed when Heidelberg confirms the order to the Client in writing or, in a specific case, when a written agreement is signed between the parties.

海德堡的要约可能会变更, 且不具有约束力, 除非在要约文本中明确规定为具有约束力。客户的订单应视为具有约束力的合同要约。只有在海德堡以书面形式向客户确认订单时, 或者在特定情况下双方签订书面协议时, 合同才会达成。

(2) Heidelberg assumes a warranty only if this has been explicitly stated in the order confirmation or in advertising statements.

只有在订单确认书或广告声明中明确说明的情况下, 海德堡才承担保修责任。

(3) Heidelberg's goods and services must be listed exhaustively in the order confirmation, including any supplements to it. Documents provided by Heidelberg in the context of contract initiation, such as illustrations and drawings, and statements made by Heidelberg regarding weight, space, power requirements and performance are decisive. Other documents such as prospectuses and catalogs, and the properties of models and samples, are only binding insofar as they have been expressly agreed as a property of the delivery item. Information on the suitability and use of goods is made to the best of knowledge, but do not exempt the Client from performing its own tests and trials. Technical changes or improvements or design changes to the order confirmation are permitted if they are reasonable for the Client.

海德堡的产品和服务必须在订单确认书(包括对其的任何补充)中详尽列出。海德堡在合同发起阶段提供的文件, 如插图和图纸, 以及海德堡就重量、空间、电力要求和性能所做的声明是确定性的。其他文件, 如说明书和目录, 以及模型和样品, 只有在明确同意作为交付货品之一时才具有约束力。关于货物的适用性和使用的信息是在已知的范围内作出的, 但并不免除客户自行进行的测试和试验。允许对订单确认书进行技术更改或改进、或进行设计更改, 前提是该等更改或改进对客户而言是合理的情况下。

(4) If Clients have also requested the development of new products or other development services by Heidelberg, a separate development agreement between Heidelberg and the Client will regulate the specific details.

如果客户还要求海德堡开发新产品或提供其他开发服务, 海德堡与客户之间单独的开发协议将规定具体细节。

Section 3 Transport and passing of risk

第3条 运输和风险转移

(1) Risk passes to the Client as stated in the order (agreed INCOTERMS). If shipping is delayed on account of the Client's conduct or due to a circumstance beyond Heidelberg's control, risk passes to the Client on notification that the shipment is ready. If there is no official acceptance, the delivery item is deemed accepted after a period of 7 (seven) days.

风险将根据订单的规定(双方约定的国际贸易术语)转移给客户。如果由于客户的行为, 或由于海德堡控制范围之外的情况而导致运输延迟, 则风险将在通知运输准备就绪时转移给客户。如果未规定正式的验收, 则交付货品在七(7)天后将视为已被接受。

(2) Unless agreed otherwise, Heidelberg is entitled to choose the nature of shipment itself (in particular transport company, shipping route, packaging). Heidelberg or its suppliers will take out transport insurance for the Client and for its account that covers the risk of transporting the delivery items ex works to the agreed destination.

除非另有约定, 海德堡有权自行选择运输的性质(特别是运输公司、运输路线、包装)。海德堡或其供应商将不会自费为客户提供涵盖将交付货品从工厂运至约定目的地风险的运输保险。

(3) In the event that commercial clauses are agreed, Incoterms apply as currently amended.

如商业条款达成, 则适用现行修订的国际贸易术语解释通则。

Section 4 Delivery date and force majeure

第4条 交付时间和不可抗力

(1) Delivery dates not expressly designated as binding are non-binding. At the earliest, delivery periods begin after fulfillment of all agreed performance obligations of the Client, in particular the receipt of all documents and information necessary for defining the content of the order, provided that the Client is contractually required to procure these, and after receipt of the agreed prepayment. A delivery date has been adhered to if the shipment is ready for dispatch within the agreed period and Client has been informed. In all cases, confirmed orders and delivery dates are subject to correct and timely self-delivery.

未明确指定为具有约束力的交货日期不具有约束力。交货期限最早开始于客户履行完所有约定的履约义务之后, 特别是海德堡收到为定义订单内容所需的所有文件和信息(前提是合同要求客户获得该等文件和信息), 并收到约定的预付款后。如果货物在约定的时间内准备好发货且已经通知客户, 则交货日期已被遵守。在所有情况下, 确认的订单和交货日期均受限于正确和及时的客户的收货。

(2) Delivery periods are extended in the event of circumstances beyond Heidelberg's control with a significant influence on the manufacture or delivery of the item; in particular, they are also extended in the event of war/warlike acts, seizure, embargo, natural disasters, labor disputes and other circumstances affecting Heidelberg or subcontractors (disruptions of operations for which they are not responsible) by the duration of the disruption of operations. If, despite all reasonable efforts, it is not possible to adapt the contract on account of a disruption of operations for which it is not responsible, Heidelberg is entitled to withdraw from the contract.

如果存在对生产或交付货品产生重大影响的超出海德堡控制范围的情况, 则交货期限将延长; 特别是在发生战争/类似战争的行为、扣押、禁运、自然灾害、劳资纠纷以及影响海德堡或分包商的其他情况(海德堡和分包商不承担责任的运营中断)时, 交货期限将延长一个相当于运营中断持续期间的期限。如果尽管做出了合理的努力, 由于不承担责任的运营中断而无法调整合同, 海德堡有权退出合同。

(3) If the delivery period is extended on account of the circumstances described above or Heidelberg is freed from its duty to deliver, the Client has no claims for liability of any kind against Heidelberg. Heidelberg is not liable for any disruptions of operations for which it is not responsible during the delay. Heidelberg is required to inform the Client of the occurrence of such circumstances.

如果由于上述情况而延长交付期限, 或者海德堡被免除交付责任, 客户不得向海德堡主张任何形式的索赔。海德堡对延误期间其不负责的任何业务的中断不承担任何责任。海德堡应通知客户该等情况的发生。

(4) Before the end of the delivery period, Heidelberg is entitled to make part deliveries and issue interim invoices to a reasonable extent.

在交付期限结束之前, 海德堡有权进行部分交付, 并在合理的范围内签发临时发票。

(5) If the dispatch or delivery of the delivery item is delayed at the request of the Client or on account of circumstances originating under the Client's risk and responsibility, the Client must reimburse Heidelberg for costs incurred for storage and for interest on the capital invested for the delivery item. The claim for storage by Heidelberg is 0.5% of the outstanding invoice amount for each outstanding month, starting one month after notification that the shipment is ready. However, after a reasonable notice period has been set and has expired without effect, Heidelberg is entitled to dispose of the delivery item otherwise and to make an alternative delivery to the Client with a reasonably extended deadline.

如果因客户要求或由于客户承担风险和责任项下产生的情况, 交付货品的发货或交付延迟, 客户必须向海德堡补偿仓储所产生的费用以及为交付货品而投入的资金的利息。海德堡的仓储索赔自通知已经准备好发货后一个月起每延迟一月为未付发票金额的0.5%。但是, 在设置合理的通知期限且通知期满后, 海德堡有权处置交付货品, 并在合理延长的截止日期前向客户交付替代货品。

Section 5 Delivery of software

第5条 软件交付

If the delivery item is sold together with an electronic device, Heidelberg grants the Client a non-transferable and non-exclusive right to use the associated software. This entitles the Client solely to use the software as intended with the electronic device included with the delivery item. In particular, the Client does not have the right to distribute, reproduce or edit the software. By way of exception, the transfer of the use of the software is permitted if the Client proves a legitimate interest in transferring it to a third party while giving up its own use, e.g. in the event of the resale of the delivery item. In such event, the Client is required to contractually compel the purchaser to respect Heidelberg's rights. Otherwise Heidelberg's terms and conditions for the transfer of the use of software apply as amended. The documents and programs necessary to operate the delivery item are the subject of copyright and intellectual property rights and remain the property of Heidelberg Graphics (Beijing) Co., Ltd or its subsidiaries.

如果交付货品与电子设备一起出售, 海德堡授予客户不可转让且非独占使用相关软件的权利。该授权使得客户有权仅按照预期将软件和交付货品内所包含的电子设备一起使用。特别是, 客户无权分发、复制或编辑

软件。作为例外，如果客户证明将软件的使用转让给第三方并同时放弃自己对该软件的使用是其合法权益，例如，在交付货品转售的情况下，则对该软件的使用进行转让是允许的。在上述情况下，客户应通过合同的形式迫使买方尊重海德堡的权利。否则，海德堡就软件的使用进行转让的条款和条件应经修订后适用。操作交付货品所需的文件和程序的版权和知识产权应仍然归海德堡印刷设备（北京）有限公司或其子公司所有。

Section 6 Prices

第6条 价格

Deliveries are made at the prices stipulated in the order confirmation, otherwise at the prices published in the applicable price lists. Unless agreed otherwise, all prices are ex works/place of dispatch, or ex warehouse for spare parts and consumables. Unless stated otherwise, all prices are in RMB and do not include packaging, transport, insurance, installation or instruction costs.

交付按订单确认书中规定的价格进行，否则以适用的价格表中公布的价格进行。除非另有约定，所有价格均为工厂交货价/起运地价，或者零件和消耗品的仓库交货价。除非另有说明，所有价格均以人民币为单位，不包括包装、运输、保险、安装或指导费用。

Section 7 Payment, default and offsetting

第7条 付款、违约和抵消

(1) Unless contractually agreed otherwise, payments for 100% of the contract value must be made to Heidelberg via remittance before goods delivery/service performance. 除非合同另有约定，所有款项必须在发货或提供服务前按照合同金额以转账方式支付给海德堡。

(2) If payments are not paid within fourteen (14) days after receipt of appropriate invoices, the Client is in default of payment without requiring a separate reminder. In the event of default, default interest is calculated at 9% per year. Heidelberg reserves the right to claim further damage caused by delay.

如果客户未在收到适当发票后的十四（14）天内支付任何款项，则客户构成付款违约，并不要求单独的提醒。在违约的情况下，违约利息按每年9%计算。海德堡保留就延误造成的进一步损害进行索赔的权利。

(3) In the event of payment by installment, Heidelberg is entitled to demand immediate payment of the entire residual purchase price if the Client is in default of two or more consecutive installments and the amount in default accounts for more than 10% of the purchase price. If there is legitimate doubt as to the Client's ability to pay, in particular if it is in default of payment, Heidelberg further reserves the right to revoke the terms of payment granted, to deliver the delivery item only after receipt of the purchase price plus shipping costs, or to make delivery dependent on being granted other collateral.

在分期付款的情况下，如客户连续两次或以上分期付款违约，且违约金额超过购买价款的10%，海德堡有权要求客户立即支付全部剩余购买价款。如果对客户支付能力存在合理怀疑，尤其是在付款违约的情况下，海德堡进一步保留撤回其授予的付款期限的权利，仅在收到购买价款及运费后才会交付货物，或者基于被提供其他抵押品的情况下而交付。

(4) The Client is permitted to offset payments or exercise a right of retention only if it has claims that are undisputed, that it has acknowledged or that have been recognized by declaratory judgment.

仅在客户的索赔无可争议且被确认判决承认或认可的情况下，才允许客户抵消付款或行使留置权。

Section 8 Retention of title

第8条 所有权保留

(1) Heidelberg reserves title to the delivery item until it has been paid for in full. Retention of title continues until all claims under the business relationship with the Client have been settled. If the item sold by Heidelberg is processed or converted by the Client, the Client's ownership of the resulting item passes to Heidelberg in the proportion of the value of the total receivable of the item sold by Heidelberg to the value of the resulting item of the Client. The Client holds Heidelberg's property in safekeeping free of charge.

海德堡保留交付货品的所有权，直至价款全部付清为止。所有权的保留持续至与客户业务关系下的所有索赔均已解决。如果海德堡销售的货品已经过客户处理或转换，则客户对所得货品的所有权按照海德堡销售的该货品的总应收款价值与客户所得货品价值的比例转移给海德堡。客户免费保管海德堡的财产。

(2) If such reservation of title is not permitted by the law of the state in which the delivery item is located, Heidelberg has the equivalent rights to ensure its ownership that the relevant law allows. The Client must provide Heidelberg with every assistance so that it can take all necessary measures to ensure its ownership or equivalent rights (e.g. liens).

如果交付货品所在国的法律不允许上述所有权的保留，则海德堡拥有同等的权利来确保其相关法律允许的所有权。客户必须向海德堡提供一切协助，以便其采取一切必要措施确保其所有权或同等权利（例如留置权）。

(3) The following applies until full payment of the purchase price:

以下条款将适用，直至购买价款全部付清：

a) The Client has the right to use the delivery item, but not the right to transfer it to third parties, to sell it or to encumber it.

客户有权使用交付货品，但无权转让给第三方，无权销售或抵押货品。

b) In deviation from the above, if the delivery item is parts and components, electromechanical assemblies and systems or other items intended for further processing, the Client is entitled to resell the delivery item, or a new item created by processing it, in the ordinary course of business provided that the Client is not in default of payment to Heidelberg. However, effective immediately it transfers to Heidelberg all receivables and ancillary rights of the Client arising from the resale of the items to its customer or third parties. Heidelberg revocably authorizes the Client to collect receivables transferred to Heidelberg for its account in the name of the Client. If the item sold by Heidelberg is processed or converted by the Client, the Client's ownership of the resulting item passes to Heidelberg in the proportion of the value of the total receivable of the item sold by Heidelberg to the value of the resulting item of the Client. The Client holds Heidelberg's property in safekeeping free of charge.

与上述不同的是，如果交付货品是零部件、机电组件和系统，或用于进一步处理的其他货品，则客户有权将货品，或通过处理而创造的新物品在正常业务过程中进行转售，前提是客户不得拖欠海德堡的货款。但是，因客户转售货品给其客户或第三方而产生的客户的全部应收款项和附属权利应立即转让给海德堡。海德堡可撤销地授权客户以客户名义收回转让给海德堡的应收账款。如果海德堡销售的货品已经过客户处理或转换，则客户对所得货品的所有权将按照海德堡销售的该货品的总应收款的价值与客户所得货品价值的比例转移给海德堡。客户免费保管海德堡的财产。

c) At its own expense, the Client must protect the delivery item against any access by third parties, and must inform Heidelberg in writing without delay of the threat of such access, including on the Client's premises. The Client must advise third parties of Heidelberg's ownership.

客户必须自付费用保护交付货品免受第三方接触，且必须立即以书面形式通知海德堡存在此类接触的可能，包括在客户的场所。客户必须告知第三方海德堡的所有权。

d) A change in the location of the delivery item requires the prior written approval of Heidelberg and may only be performed by employees of Heidelberg or Heidelberg agents.

交付货品的位置变更需要事先获得海德堡的书面批准，且只能由海德堡或海德堡代理商的员工执行。

e) The Client must keep the delivery item in faultless condition. At its own expense, and to Heidelberg's benefit, it must also insure the delivery item against damage due to transport, assembly, mechanical failure, fire, burglary and mains water, and provide Heidelberg with evidence of the insurance and the payment of premiums on request.

客户必须保证交货货品处于完好状态，且应自费并为海德堡的利益投保，使交付货品免于因运输、组装、机械故障、火灾、盗窃和自来水而导致的损害，并在海德堡要求时向其提供保险和支付保费的凭证。

f) The Client will allow Heidelberg or agents of Heidelberg to inspect the delivery item and, to this end, will allow them to access the rooms in which it is located and undertakes, if necessary, to provide assistance without claiming compensation for this.

客户将允许海德堡或海德堡的代理商检查交付货品，并将为此允许他们进入其所在的房间，并承诺在必要时提供协助，而不要求补偿。

(5) If the purchase price is financed by a third party (in particular, by way of a financing agreement), retention of title is agreed and Heidelberg's rights arising from the contract remain in effect until payment of the delivery claim and until the Client has also fully satisfied the third party in accordance with the provisions of the financing agreement.

如果购买价款是由第三方提供资金（特别是通过融资协议），则应约定所有权的保留且海德堡从合同中产生的权利应一直有效，直至交付货品的索赔得以偿付且客户同样根据融资协议条款使第三方完全满意。

(6) If the Client is in default of payment or if the Client violates its obligations under this section 8, Heidelberg is entitled to withdraw from the contract or to demand the return of the delivery item without any obligation to exercise any right of withdrawal or termination while reserving its right of withdrawal. If the Client is in default of payment or if the Client violates its obligations under this section 8, Heidelberg is entitled to withdraw from the contract or to demand the return of the delivery item without any obligation to exercise any right of withdrawal or termination while reserving its right of withdrawal. If the Client is in default of payment or if the Client violates its obligations under this section 8, Heidelberg is entitled to withdraw from the contract or to demand the return of the delivery item without any obligation to exercise any right of withdrawal or termination while reserving its right of withdrawal. If the Client is in default of payment or if the Client violates its obligations under this section 8, Heidelberg is entitled to withdraw from the contract or to demand the return of the delivery item without any obligation to exercise any right of withdrawal or termination while reserving its right of withdrawal.

Section 9 Claims for defects – limitation period

第9条 对缺陷的索赔——时效期限

(1) The Client is required to inspect the delivery item immediately on receipt. The Client must notify Heidelberg of obvious defects in writing without delay, or by no later than 7 (seven) calendar days of receipt of the goods; it must report Heidelberg of hidden defects in writing without delay after they are discovered. If the Client does not report defects as formally required and on time, the delivery item is deemed approved. Incomplete or general reports on multiple defective parts are not accepted and, if Heidelberg does not receive full documentation by the end of the limitation period, lead to the expiry of the claim for defects. The timing of such notification or reporting is governed by when it is received by Heidelberg.

客户应在收到货物后立即检查交付货品。如有明显的缺陷，客户必须立即或不迟于收到货物后七（7）个日历日书面通知海德堡；对于隐藏的缺陷，其必须在发现后立即书面报告海德堡。如客户没有按照要求的形式及时报告缺陷，交付货品将被视为已通过检验。海德堡不接受关于多个缺陷部件的不完整或不详细的报告，且如果海德堡在时效期限结束时未收到全部文件，则缺陷索赔期将届满。上述通知或报告的时间将以海德堡收到通知或报告时的时间为准。

(2) The Client has the following rights if a delivery item is defective:

如交付货品有缺陷，客户将享有如下权利：

a) Heidelberg is required to provide supplementary performance and, at its own discretion, will do this by way of corrective action of by delivering an item free from defects. Replaced parts become the property of Heidelberg. 海德堡应提供补充履行，且可以自行决定通过交付无缺陷的货品予以纠正。所被更换的零件应成为海德堡的财产。

b) Unless agreed otherwise, the limitation period for claims for defects ends six months after delivery of the delivery item. The limitation period is not renewed or extended by supplementary performance. Claims for defects for service parts installed in supplementary performance expire not later than 6 months after the passing of risk.

除非另有约定，对缺陷索赔的时效期限为交付货品交付后6个月。该时效期限不会因补充履行而更新或延长。对于包含在补充履行中的服务配件缺陷的索赔，不得迟于风险转移后的6个月。

c) Heidelberg reserves the right to two attempts at corrective action. If corrective action fails, the Client is entitled to withdraw from the contract or to reduce the purchase price. Withdrawal is prohibited if Heidelberg's breach of duty is only insignificant.

海德堡保留采取两次纠正措施的权利。如果纠正措施失败，客户有权退出合同或降低购买价格。如果海德堡的违约责任仅是无关紧要的，则禁止客户退出合同。

d) On reaching an agreement with Heidelberg, the Client must allow the required time and opportunity for all corrective action and delivery of replacement parts that Heidelberg deems necessary. Otherwise Heidelberg is exempt from liability for the resulting consequences. If, for operational reasons, the Client wishes for a technician to be dispatched urgently or for work to be performed outside normal working hours, entailing additional costs for Heidelberg, the Client must bear the additional costs incurred (e.g. overtime premium, longer travel).

通过与海德堡达成协议，客户必须允许所需的时间和机会用于海德堡进行所有海德堡认为必要的纠正措施并交付替换零件。否则海德堡将免于承担由此造成的后果的责任。如果出于运营原因，客户希望紧急派遣技术人员，或在正常工作时间内执行工作，导致海德堡需支付额外费用，则客户必须承担由此产生的额外费用（例如加班费、长途旅行费）。

(3) Claims for defects are excluded:

对缺陷的索赔不包括：

a) for used machinery or other used items, unless liability for defects is expressly agreed.

对使用过的机器或其他使用过的货品的索赔，除非海德堡明确同意对该缺陷承担责任。

b) for the consumption of and wear on materials and parts that are subject to unavoidable and regular wear due to their nature, such as squeegees, rollers, brushes, springs, knives, illuminants, data carriers, suction tape, filters, Perfect Jackets, etc. and for delivery items with a limited shelf life when this is exceeded.

由于材料和零件的性质而受到不可避免且经常磨损的消耗和磨损，例如刮刀、滚筒、刷子、弹簧、刀具、发光体、数据载体、吸力带、过滤器、高品质护套等，以及有保质期限的交付物品超过保质期。

c) if the delivery item is used in the Client's operations in conjunction with pre-existing machinery, systems and equipment, hardware and software components or consumables (e.g. printing plates, ink or paper), if the disruption is not caused by components supplied by Heidelberg or their incompatibility. If Heidelberg has guaranteed compatibility with third-party products, this relates only to the current product version at the time of this guarantee, and not to older or future versions (updates or upgrades) of this product.

如果交付货品在客户的操作中与现有的机器、系统和设备、硬件和软件组件或耗材（例如印刷板、油墨或纸张）一起使用，如损坏并非由海德堡提供的组件或其不兼容导致的。如果海德堡已保证与第三方产品的兼容性，则该保证应仅和保证当时的产品版本有关，而不涉及此产品的旧版或未来版本（更新或升级）。

d) if and to the extent that the disruption is due to the fact that the Client has not ensured compliance with the technical conditions specified in the documentation and supplementary documents, or if the disruption is due to other improper use of the delivery item or user error by the Client. This applies in particular if paper, toner or developer other than those recommended by the manufacturer are used, or if any changes or repairs of any kind were made to the goods delivered by persons not authorized by Heidelberg to do so, and the damage incurred is due to this.

如果且在由于客户未能确保遵守文件和补充文件中规定的技术条件导致的损坏的范围内，或者损坏是由于客户对交付货品的其他不当使用或用户错误而造成。特别是使用制造商推荐之外的纸张、墨粉或显影液，或者对未经海德堡授权的人员交付的货物进行任何形式的更改或维修而导致的损害。

e) if and to the extent that the disruption is due to the fact that the Client did not perform, or have performed, the prescribed maintenance and care according to the manuals.

如损坏是由于客户没有按照产品说明书的规定进行或已经进行规定的维护和保养而导致。

f) if and to the extent that the delivery item cannot be imported to or operated in the destination country on account of statutory or official regulations. Newly manufactured delivery items satisfy the technical and statutory requirements regarding operational safety or accident prevention in Heidelberg's country of domicile. Moreover, the Client is required to check whether the delivery item can be imported to the country of its choice and operated there before ordering.

如果且在由于法定或官方规定，交付货品不能进口到目的地或在目的地运营的范围之内。新制造的交付货品满足海德堡住所地关于操作安全或事故预防的技术和法定要求。此外，客户应在下单之前核实交付货品是否可以进口到其选择的国家，并在该国家运营。

g) The Client must bear the costs of the service work necessary to eliminate the disruptions described under a) to f) in accordance with the applicable conditions of service.

客户必须根据适用的服务条件承担消除a)至f)项下描述的损坏所需的服务工作的费用。

(4) The Client remains solely responsible for damage as a result of natural wear, incorrect or negligent treatment, excessive use, unsuitable operating equipment, unsuitable positioning, in particular the ground the delivery item is installed on, instability or inadequate protection of the power supply, chemical, electrochemical or electrical influences, weather and other natural elements.

客户自行承担由于自然磨损、错误或疏忽处理、过度使用、不适当地操作设备、不适当的放置，特别是交付货品安装的地面、电源、化学品、电化学或电气影响、天气和其他自然因素的不稳定性或不充分的保护导致的损坏。

(5) Heidelberg will bear the expenses necessary for supplementary performance, including in particular the costs of transport, travel, labor and materials for the place of delivery only, unless the delivery item has been brought to a different operational site of the Client in accordance with section 8(3) d). The Client must pay additional costs incurred for the relocation of the delivery item to a different operational site not agreed with Heidelberg.

海德堡将承担补充履行所需的费用，费用仅包括到交付地点的运输、差旅、劳务费和材料费，除非交付货品已按照第8(3) d)条搬到了客户另一运营场地。客户必须支付将交付货品搬迁至未经海德堡同意的其他操作地点所产生的额外费用。

(6) The following applies to defects in consumables: On discovery of a defect the consumables must be separated in their condition at the time the defect is discovered and kept ready for inspection by Heidelberg. Otherwise they are deemed approved in the condition delivered without further liability to Heidelberg.

以下内容适用于消耗品中的缺陷：当发现缺陷的消耗品时，必须在发现缺陷时将消耗品按原状分离，并准备好供海德堡检查。否则，他们将以交付时的状态被视为已通过检验，海德堡对此不承担任何责任。

Section 10 Liability for damages

第10条 损害责任

(1) In the event of injury to life, limb or health as a result of a willful or negligent breach of duty by Heidelberg or one of its statutory representatives or vicarious agents, Heidelberg's liability is governed by the statutory provisions.

由于海德堡或其法定代表人或代理人故意或疏忽违反义务而导致生命、肢体或健康受到损伤，海德堡按照法律规定承担责任。

(2) The following applies to other damage:

下列内容适用于其他损害：

a) For damage caused by a willful or grossly negligent breach of duty by Heidelberg or one of its statutory representatives or vicarious agents, Heidelberg's liability is governed by the statutory provisions.

海德堡或其法定代表人或代理人故意或严重疏忽违反义务造成的损害，海德堡按照法律规定承担责任。

b) For damage or loss caused by the violation of contractual obligations on the part of Heidelberg, Heidelberg's statutory representatives or vicarious agents, Heidelberg's liability is limited to the direct economic loss actually suffered by the Client.

对于因海德堡、海德堡的法定代表人或代理人违反合同义务所造成的损害损失，海德堡的责任仅限于客户实际遭受的直接经济损失。

c) Heidelberg is not liable for any indirect damage or loss, such as loss of production, lost profits or excess consumption of materials.

海德堡对于任何间接的损害或损失不承担责任，例如生产损失、利润损失或材料过度消耗。

d) The liability for data loss is limited to the typical recovery effort that would have occurred with regular backups appropriate to the risk and use of adequate antivirus protection.

数据丢失的责任仅限于在数据有相应的常规备份和使用适当抗病毒保护前提下进行已有备份的恢复工作。

(3) The exclusions or limitations of liability do not apply if Heidelberg has fraudulently concealed a defect, has assumed a guarantee for the quality of items or for claims in accordance with the applicable product liability laws and regulations.

如果海德堡欺诈性地隐瞒缺陷，且根据适用的产品质量法律法规为物品的质量或索赔做了保证，则责任的排除或限制将不适用。

Section 11 Documents and materials provided by Client

第11条 客户提供的文件和材料

(1) Heidelberg retains title and copyrights to cost estimates, drawings, system concepts and the documentation provided on delivery. Any duplication or forwarding to third parties is permitted only with Heidelberg's express written consent. Production equipment manufactured or procured by Heidelberg for which the Client has not paid the full price remain the property of Heidelberg.

海德堡保留成本预估、图纸、系统概念和交付时提供的文件的所有权和版权。仅在海德堡明确书面同意的情况下客户方可以进行任何复制或转发给第三方。由海德堡生产或采购的，客户尚未支付全部价款的生产设备仍为海德堡的财产。

(2) In case that Client provides production equipment or workpieces to

Heidelberg, before providing any production equipment or workpieces to Heidelberg, the Client must inform Heidelberg of any industrial property rights that exist. Production equipment or workpieces provided to Heidelberg will be appropriately kept by Heidelberg in accordance with applicable laws and regulations. Heidelberg can modify production equipment or workpieces provided by the Client at its own expense and risk, if this appears necessary for technical reasons and the workpiece is not altered as a result. After being notified by Heidelberg, the Client must collect the production equipment provided by the Client from Heidelberg's plant within a reasonable time period; section 3 applies accordingly. Heidelberg can destroy the production equipment provided by the Client after this period.

在客户向海德堡提供任何生产设备或工件的情况下，在向海德堡提供任何生产设备或工件之前，客户必须通知海德堡任何已存在的工业产权。提供给海德堡的生产设备或工件将由海德堡按照适用的法律法规规定适当保存。如果由于技术原因而必要，且工件没有因此而改变的情况下，海德堡可以自费且自担风险修改客户提供的生产设备或工件。在海德堡通知客户后，客户必须在合理的期限内从海德堡的工厂收集客户提供的生产设备；第3条在此相应适用。海德堡在上述期限后可以破坏客户提供的生产设备。

(3) Workpieces provided by the Client to be processed and other materials provided by the Client must satisfy the applicable specifications. The Client is liable for all damage caused by defective parts. In particular, it bears the cost and risk of the replacement of parts rendered unusable by rejects or production equipment that can only be used once that creates rejects when used.

待加工的客户所提供的工件和客户所提供的其他材料必须符合适用的规格。客户应对由有缺陷的部件造成的损坏承担责任。特别是，其应承担更换不良品中不能使用的部件或仅可使用一次且在使用时产生不良品的生产设备的成本和风险。

(4) The Client is required to provide materials plus an additional quantity of such materials to compensate for production losses caused to Heidelberg and to be able to complete the order properly. The costs of production losses are borne by the Client.

客户应提供材料和额外数量的该等材料，以弥补给海德堡造成的生产损失，并能够适当完成订单。生产损失的成本由客户承担。

Section 12 Remote service

第12条 远程服务

If the order includes the connection of the delivery item to the Heidelberg remote service system, it will regularly send data used by Heidelberg to analyze problems and diagnose errors in the event of disruption, for the continuous improvement of the quality of the delivery items, for the purposes of customer relationship management and for other purposes such as benchmarking and consulting services for third parties. Such data are primarily technical data specific to the piece of machinery and devices, such as software versions, totalizer status, licenses, machine configuration and technical job data such as paper format, print speed and number of waste sheets. Job data and personal data are not sent.

Heidelberg is entitled to pass these data on to third parties in anonymized form.

When ordering the delivery items, the Client expressly consents to the collection, transmission, storage and use of data by Heidelberg as described above.

如果订单中包含交付货品与海德堡远程服务系统的连接，远程服务系统将定期给海德堡发送用于分析问题的数据并在发生中断时诊断错误，以便持续改进交付货品的质量、客户关系管理以及其他用途，例如为第三方提供基准和咨询服务。这些数据主要是机器和设备的特定技术数据，如软件版本、累加器状态、许可证、机器配置和技术工作数据，如纸张格式、打印速度和废纸数量。工作数据和个人数据不会被发送。海德堡有权将这些数据以匿名形式传递给第三方。订购交付货品时，客户明确同意如上所述的海德堡对数据的收集、传输、存储和使用。

Section 13 Annulment of the purchase agreement

第13条 采购协议的无效

(1) In the event of the annulment of the purchase contract (e.g. due to the withdrawal of one of the parties), the Client is required to deliver the delivery item to Heidelberg in advance, without prejudice to the rest of the process described below. Heidelberg is entitled to have the delivery item collected from the Client's premises; section 8(3) e) applies accordingly.

如果购买合同无效（例如由于一方撤销合同），客户应提前将交付货品交付给海德堡，而不影响以下规定的其余流程。海德堡有权从客户的场所收集交付货品；第8(3) e)条相应适用。

(2) Furthermore, Heidelberg can demand reasonable compensation from the Client for the deterioration or loss of the delivery item, or if it is impossible to return the delivery item for a reason that occurred or occurs under the Client's risk or responsibility.

此外，如交付货品变质或损失，或者因客户承担风险或责任而己发生或导致发生的原因导致无法退货，海德堡可以要求客户给予合理赔偿。

(3) Moreover, Heidelberg can demand compensation for the use or consumption of the delivery item if the value of the delivery item decreases between the end of its installation and its full, direct repossession by Heidelberg. This reduction in value is calculated as the difference between the total price as per the contract and its fair value as determined by the sales proceeds, or an appraisal by an independent third party institution if its sale is not possible.

此外，如果交付货品的价值在海德堡全面、直接收回时与安装结束时相比降低了，海德堡可就交付货品的使用或损耗要求赔偿。这种价值下降是根据合同总价与销售收益确定的公允价值之间的差额计算得出的，或者如果不可能出售，则由独立第三方机构进行评估。

Section 14 Assignment

第14条 转让

The assignment of the Client's rights and/or the transfer of its obligations under the contract are not permitted without Heidelberg's written consent. 未经海德堡书面同意，客户不得转让其在合同项下的权利和/或转移其义务。

Section 15 Export control provisions

第15条 出口管制条款

The delivery items and software may be subject to the export control provisions of the Federal Republic of Germany, the European Union, the United States of America or other states. In the event of the subsequent export of the delivery item to another country, the Client is responsible for compliance with the statutory provisions.

交付货品和软件可能受德意志联邦共和国、欧盟、美利坚合众国或其他国家的出口管制条款约束。如果交货货品将后续出口到另一个国家，客户有责任遵守法定条款。

Section 16 Compliance

第16条 合规

The Client undertakes to take all necessary and appropriate measures to prevent corruption. The Client therefore undertakes not to offer, promise or grant payments or other benefits (e.g. money, non-cash gifts or invitations not of a predominantly business nature, such as sports events, concerts, and cultural events) or to arrange for these to be offered, promised or granted to employees or members of executive bodies of Heidelberg through its employees, members of its executive bodies or third parties.

客户承诺采取一切必要和适当的措施来预防腐败。因此，客户承诺不会提供、承诺或给予款项或其他利益（例如金钱、非现金礼品或非主要业务性质的邀请，如体育赛事、音乐会和文化活动）或通过其员工、执行机构成员或第三方向海德堡的员工或执行机构成员提供、承诺或给予。

Section 17 Place of performance, Place of Jurisdiction, applicable law

第17条 履行地、管辖地和适用法律

(1) The place of performance for goods and services is where delivery is made or where the service is to be performed. The place of performance for all other obligations arising from the contract is the shipping location.

货物和服务的履行地是货物的交付地或服务的履行地。合同项下其他义务的履行地是装运地。

(2) Any dispute arising from or in connection with these Terms and Conditions shall be submitted to the competent court in the place where Heidelberg locates.

因本条款和条件产生的或与之有关的任何争议，应递交海德堡所在地有管辖权的法院管辖。

(3) These terms and conditions shall be governed by and construed in accordance with the laws of the People's Republic of China.

本条款和条件受中华人民共和国法律管辖，并按照其解释。

Section 18 Amendments, partial invalidity

第18条 修改、部分无效

(1) Amendments/additions to contracts concluded under these terms and conditions, and their cancellation, must be made in written form. There are no verbal side agreements or assurances.

在本条款和条件下签订的合同的修改/添加及其取消必须以书面形式进行。不存在口头形式的协议或保证。

(2) If one of its provisions is or becomes void in full or in part, the rest of the contract remains valid.

如任何条款全部或部分无效，则合同其余条款应继续有效。

Section 19 Language

第19条 语言

These General Terms and Conditions of Sale and Delivery are made in both English and Chinese, with the two language versions having the same legal effect. In case of any discrepancy between the English version and the Chinese version, the English version shall prevail.

本通用销售和交付条款和条件以中英文制作，两种语言版本具有同等法律效力。如中英文版本不一致，应以英文版本为准。