

General Terms and Conditions of Service

通用服务条款和条件

Effective as of January 2019

自2019年1月生效

§ 1 Scope of application

适用范围

The following Terms and Conditions of Service of Heidelberg Graphics (Beijing) Co., Ltd and one of its subsidiaries (collectively referred to hereinafter as "Heidelberg") apply, as far as not expressly stipulated otherwise in writing, to all services undertaken between Heidelberg and the customer as individual orders for the provision of services, and in particular to all assembly, installation, repair, troubleshooting, maintenance or instruction services. They also apply to any future business relationships even if they are not expressly agreed again. Any deviating general terms and conditions of the customer are not accepted, even if Heidelberg does not expressly object to them. These Terms and Conditions of Service do not apply to any services provided in the context of the fulfilment of the customer's claims for defects due to deliveries provided by Heidelberg.

除非以书面形式另有其他明确约定，以下海德堡印刷设备（北京）有限公司及其任一子公司（以下统称为“海德堡”）的服务条款和条件适用于海德堡与客户之间为提供服务而签发的所有单独订单项下的全部服务，特别是所有组装、安装、维修、故障排除、保养或指导服务。即使未再次明确约定，本服务条款和条件同样适用于任何未来业务关系。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，即使海德堡没有明确反对客户的该等条款和条件。本服务条款和条件不适用于在满足客户就海德堡提供的交付货品瑕疵的主张的情况下而提供的任何服务。

§ 2 Conclusion of contract

订立合同

(1) Offers made by Heidelberg are non-binding provided they have not expressly been specified as binding in the wording of the offer. The contract only enters into force once it has been signed by both parties or once Heidelberg has confirmed the order to the customer in writing (by letter, fax or e-mail) or, in particular where the customer places his order by telephone or orally e.g. in urgent cases, once Heidelberg has accepted the order by starting to provide the service.

如果在要约的措辞中未明确说明要约具有约束力，则海德堡所提供的要约将不具有约束力。仅在经双方签署时，或海德堡以书面形式（通过信函、传真或电子邮件）向客户确认订单时，或在特殊情况下客户通过电话或口头方式下订单，例如在紧急情况下，海德堡通过开始提供服务的方式接受了该订单时，合同即生效。

(2) Side agreements and amendments require mutual written confirmation (by letter, fax or e-mail) in order to be effective.

附属协议和修正案需经双方书面确认（通过信函、传真或邮件）方能生效。

(3) The General Terms and Conditions of Sale and Delivery of Heidelberg apply in relation to all deliveries of products, spare parts, wear parts, consumables, tools and software in the context of the provision of services. Under these terms and conditions, claims for defects asserted by the customer are subject to a limitation period of one year from delivery as well as a retention of title on the part of Heidelberg for all delivery items until full payment of the agreed price.

海德堡的通用销售和交付条款和条件适用于在提供服务的情况下的所有产品、零部件、易损件、消耗品、工具和软件的交付。根据这些条款和条件，客户主张的缺陷索赔受限于自交付开始后一年的时间期限，以及海德堡对所有交付物品所有权的保留，直至约定价款全部付清。

§ 3 Assembly and installation as an individual order for the provision of services

为提供服务而作为单独订单的组装和安装

The individual order for the provision of assembly and installation services comprises the assembly and installation of a machine or component that has been supplied fully assembled or that has been dismantled for transport purposes as well as its functional

test in the agreed scope. The installation and start-up of software are also part of a machine installation.

提供组装和安装服务的单独订单包括组装和安装以完全组装方式供应的或被拆卸以用于运输目的以及在约定范围内进行功能测试的机器或部件。软件的安装和启动也是机器安装的一部分。

§ 4 Repair and troubleshooting as an individual order for the provision of services

为提供服务而作为单独订单的维修和故障排除

The services provided by Heidelberg in the context of an individual order for the provision of repair or troubleshooting services regularly depends on the technical requirements. Unless expressly agreed otherwise, an individual order for the provision of services placed by a customer includes:

海德堡在提供维修或故障排除服务的单独订单范围内提供的服务通常取决于技术要求。除非另有明确约定，客户订购的提供服务的单独订单包括：

- carrying out all the work necessary, based on professional expertise and accepted engineering standards, to restore the machine or component to its proper working order; 根据专业技术和公认的工程标准执行所有必要的工作，以使得机器或部件恢复正常工作状态；

- the delivery of all service parts required for this purpose pursuant to § 2 (3). Insofar as the service parts are included in the replacement procedure pursuant to § 6, the replaced service parts become the property of Heidelberg. The customer is obliged to return these replaced parts to Heidelberg;

交付为第2（3）条之目的所需的所有维修部件。如果按照第6条的约定维修部件包含在更换程序中，则被更换的维修部件将成为海德堡的财产。客户有义务将该等被更换的部件返还给海德堡；

- the installation of the service parts; 安装维修部件；

- functional testing of parts of plants in relation to which repair or troubleshooting services have been commissioned; this does not, however, include functional testing of the whole plant. Given that the time required for repair and troubleshooting of a machine or component depends, among other things, on its age and condition as well as the existing facilities available at the customer's business premises, it is not possible to make any binding statements regarding estimated duration and costs. Prior to the execution of more extensive work or the installation of service parts Heidelberg will obtain the customer's consent if and to the extent;

对已经委托修理或故障排除服务的工厂部件进行功能测试；但是，该功能测试并不包括整个工厂的功能测试。鉴于机器或部件的维修和故障排除所需的时间除其他因素外，还取决于其使用年限和状态，以及客户营业场所可使用的现有设施，因此不可能就估计持续时间和成本做出任何约束性陈述。在执行更广泛的工作或安装维修部件之前，海德堡将在相应范围内获取客户的同意；

- a cost limit expressly set by the customer would have to be exceeded;

客户明确设定的成本限制将可能超出；

- the estimated repair cost would be distinctively disproportionate compared to the utility value of the plant to be repaired.

与待维修的工厂的实用价值相比，预估的维修成本将明显不成比例。

§ 5 Other individual orders for the provision of services (machine maintenance, instruction etc.)

其他为提供服务的单独订单（机器维护、指导等）

The individual order for the provision of services includes 为提供服务的单独订单包括：

- in the case of machine maintenance the provision of maintenance services in accordance with the respective Heidelberg maintenance checklist; 在机器维护的情况下，根据各自的海德堡维修清单提供维修服务；

- in the case of instruction or training services, instructing a person designated by the customer as to the operation and functioning of the machines, components or software;

在指导或培训服务的情况下，就机器、组件或软件的操作和功能指导客户指定的某一个人；

- in the case of oral user advice (e.g. provided by a member of the service staff on site or by telephone by the Heidelberg help desk), providing or conveying available user knowledge; in relation to software, however, this is restricted to the latest and the preceding version only. In the case of more extensive consultancy projects or other services (e.g. the relocation of machinery or similar) the scope of services and the fee are set out in the offer submitted by Heidelberg or in the respective service package.

在提供口头用户建议（例如：由现场服务人员提供或通过海德堡咨询台电话提供）的情况下，提供或传递可用的用户知识；关于软件，则仅限于最新版本和前一版本。对于需要更大量咨询工作的项目或其他服务（例如机器搬迁或类似服务），服务范围和费用将在海德堡提交的报价或各自的服务包中规定。

§ 6 Supply of service parts in the replacement procedure 在更换过程中供应维修部件

(1) Participation in the replacement procedure 参与更换程序

If a service part is included in the replacement procedure provided by Heidelberg, the customer must return the replaced service part to Heidelberg. If, upon its receipt, Heidelberg discovers that it is not possible to repair the part in the producer's factory using commercially reasonable efforts, Heidelberg invoices the customer for the difference in cost compared to that of the new part.

如维修部件包含在海德堡提供的更换程序中，客户必须将更换的维修部件退还给海德堡。如果海德堡在收到该部件后发现通过商业上合理的努力无法在制造商工厂中修复该部件，海德堡将向客户收取被更换的部件与新零件成本之间的差价。

(2) Returning unused spare parts 归还未使用的零部件

If the customer wishes to return service parts that had been acquired but not used in return for a refund of the purchase price, Heidelberg is only prepared to accept this provided the following conditions are met: If the service parts are received by Heidelberg, sealed in their original packaging, within 5 days from delivery of the new service part, Heidelberg will issue a credit note equivalent to the purchase price of the newly delivered service part less a flat-rate charge for the return and the taking of the goods back into storage at a rate of 15% of the list price and a maximum of RMB 5000 per service part. If the service parts are returned to Heidelberg with a broken seal but in the original Heidelberg packaging, within 5 days from delivery of the new service part, Heidelberg will issue a credit note for the purchase price of the newly delivered service part less a charge for the return, the quality review required to be carried out at Heidelberg and the taking back into storage at a rate of 25% of the list price. No return is allowed for consumables and software or if the aforementioned conditions are not complied with.

如果客户希望退还已经购买但未使用的维修部件以退还购买价款，海德堡仅在下述条件满足的情况下接受：如果海德堡收到的维修部件在其原包装中密封，在新的维修部件在交付后的5天内，海德堡将签发相当于新交付的维修部件的购买价款减去退货并将该退货运回仓库的固定费率（费率为购买零件原价的15%且每个维修部件最多5000人民币）后的金额的贷项通知单（Credit Note）。如果向海德堡退还的维修部件已被拆封，但处于海德堡原始包装状态，在新的维修部件在交付后5天内，海德堡将就新交付的维修部件的购买价款减去退货、海德堡需要进行的质量检查及将退货运回仓库的费率（购买零件原价的25%）后的金额签发一个贷项通知单（Credit Note）。对于消耗品和软件或不符合上述条件，海德堡将不允许退货。

(3) Acceptance of service part orders 接受维修部件订单

Heidelberg's help desk is available for orders Monday to Friday from 8.30 a.m. until 5.00 p.m. Shipping costs in relation to the delivery of service parts are not included in the price. If the customer requires faster delivery (e.g. early delivery, courier, intercity express), this will be charged for separately.

海德堡的服务台可在周一至周五早上8点30分至下午5点之间接单。与交付维修部件有关的运输费用不包含在价格中。如果客户需要更快的交货（例如提前交货、快递、城际快递），海德堡将另行收

费。

§ 7 Fees 费用

(1) As a rule, a fee is chargeable for all services offered and provided by Heidelberg in the context of individual orders for the provision of services unless Heidelberg expressly offers them free of charge as a gesture of goodwill. All fees are quoted in addition to statutory value-added tax, excise duties, withholding taxes, duties or taxes on import and export, customs duties or similar taxes in force from time to time.

通常，海德堡在提供服务的单独订单的情况下所提供的所有服务均需收费，但海德堡出于善意明确表示免费提供的除外。所有费用的报价均不包含法定增值税、消费税、预扣税、进口和出口关税或税费、关税或不时有效的类似税费。

(2) The fee for individual orders for the provision of services as well as travel costs to be borne by customers are laid down in the schedule of standard cost rates as amended from time to time. Travel and waiting times count as working time. The prices quoted by Heidelberg for the services are based on cost factors at the time the offer is made. If the relevant cost factors change after the individual order for the provision of services has been placed (in particular salaries and wages or changes in price of materials), Heidelberg has the right to make reasonable adjustments to the fees provided that Heidelberg shall notify the customer of such adjustments to the fees in writing three months in advance.

为提供服务的单独订单的费用以及客户须承担的差旅费用将在不时修订的标准成本费率表中列明。旅途和等待时间应计算为工作时间。海德堡的服务报价是基于报价时的成本因素确定的。如果在提供服务的单独订单生成后相关成本因素发生变化（特别是工资和薪酬或材料价格变动），海德堡有权对费用作出合理调整，前提是海德堡应提前3个月书面通知客户该费用的调整。

(3) If the fee is to be calculated based on standard cost rates, the service report to be signed off by the customer in this regard is used as the relevant basis. Working time and performance are recorded therein. Any part of a 15-minute period worked is rounded up to a quarter of an hour. Heidelberg reserves the right to reasonably adapt the standard cost rates for working hours and travel expenses if the operating cost changes substantially. When placing an order the customer may request a schedule of standard cost rates as amended from time to time.

如果费用基于标准成本费率计算，客户在此方面签署的服务报告将作为相关依据。工作时间和绩效将记录在服务报告中。不满15分钟时长的工作将计算为四分之一小时。海德堡保留在经营成本发生重大变化时合理调整工时和差旅费的标准成本费率的权力。在下订单时，客户可以要求一份不时修改的标准成本费率表。

(4) If training is included in the price or is offered by Heidelberg in return for an additional fee, this does not include any travel, accommodation or subsistence costs of the customer and the participants nominated by the customer. These costs shall be borne by the customer itself.

如果培训包含在价格中或由海德堡额外收费提供，则该价格或费用不包括顾客和顾客指定的参与者的任何差旅、食宿费用。该等费用应由顾客自己承担。

(5) The prices for the sale of delivery items will be shown separately and their delivery is determined in accordance with the General Terms and Conditions of Sale and Delivery of Heidelberg.

交付货品的销售价格将单独出示，并按照海德堡的通用销售和交付条款和条件的规定进行交付。

§ 8 Payment 支付

(1) Payments shall be made by the customer in cash without any deductions and free of any transaction charges to the designated account of Heidelberg. Unless specified otherwise in the offer or order confirmation of Heidelberg or agreed in writing, all payments should be made before service performance/goods delivery.

客户应以现金形式向海德堡的指定账户支付款项，不得进行任何扣除且不得收取任何交易费用。除非在海德堡的要约或订单确认书中另有约定或书面同意，所有款项应在提供服务前或发货前支付。

(2) In case of default of payment of the customer, default interest

is charged in the amount of 8 per cent per year by Heidelberg.
如果客户付款违约，海德堡将按每年8%收取违约利息。

(3) Any set-off or exercise of a right of retention by the customer is only permitted with regard to undisputed, acknowledged claims or claims that have been upheld and declared unappealable by a court of law.

仅在索赔无可争议且被认可或索赔已被法院不可上诉地支持和宣判的情况下，才允许客户进行抵消或行使留置权。

§ 9 Joint ownership for security reasons, lien 基于保证原因的共同所有权、留置权

(1) In order to secure claims that have arisen or arise for the benefit of Heidelberg due to services provided, the customer grants joint ownership in the machine or component that was the subject of the service to Heidelberg in an amount equivalent to the invoice value of the service provided. Until the claim has been fulfilled, the customer holds the machine or component on behalf of Heidelberg free of charge.

为了保证因提供服务而产生或出于海德堡利益而产生的索赔，客户将作为服务对象的机器或组件的共同所有权授予海德堡，金额相当于所提供服务的发票金额。在索赔完成之前，客户免费代表海德堡持有机器或组件。

(2) If repairs are carried out in a Heidelberg plant or a plant of another manufacturer, the customer grants a lien to Heidelberg with regard to the machine or component handed over in order to secure all claims that have arisen or will arise. In addition Heidelberg has the right to retain the machine or component until the claims have been paid in full.

如果在海德堡工厂或其他制造商的工厂进行修理，则客户将就所移交的机器或部件授予海德堡留置权，以保证所有已发生或将会出现的索赔。除此之外，海德堡有权留置机器或部件，直至索赔全额付清为止。

(3) The joint ownership and lien for the benefit of Heidelberg lapses once the invoice has been paid in full.

发票全额支付后，共同所有权和为海德堡权益的留置权失效。

§ 10 Cooperation obligations of the customer, deadlines 客户的合作义务、截止日期

(1) The customer undertakes to ensure that all structural requirements are met at the site at which the machine or component are to be installed – in particular with regard to the stability and evenness of the supporting surface, the footprint and height, access to the premises and electrical supply. If a fault report with subsequent repair order is submitted, the customer shall provide an exact description of the error.

客户承诺确保将要安装机器或组件的场地满足所有结构要求——特别是关于支撑面的稳定性和平坦、占地面积和高度、进入房屋和电力供应。如果客户提交故障报告以及后续修理的订单，则客户应提供对于错误的准确描述。

(2) In case of installation, maintenance and repair work that render an interference with the power supply, air lines, air conditioning and/or water or wastewater pipes necessary, the customer shall ensure compliance with the relevant health and safety regulations, e.g. by calling in a qualified and licensed technician at the customer's expense.

如果安装、维修和修理工作必需对电力供应、空气管线、空调和/或水或废水管道造成干扰，客户应确保符合相关的健康和安全管理规定，例如召集合格的和经许可的技术人员，费用由客户承担。

(3) Apart from that, in the case of services provided by Heidelberg the customer shall provide in a timely manner and at its own expense:

除此之外，如海德堡提供服务，客户应及时并自费提供：

- the number of support staff deemed necessary by Heidelberg;
海德堡认为必要数量的支持人员；
- devices, cranes, hoists, tools, equipment and supplies required for installation and commissioning;
安装和调试所需的设备、吊车、起重机、工具、设备和用品；
- power, lighting, heating / air conditioning, water, compressed air;
电力、照明、暖气/空调、水、压缩空气；

• suitable and in particular dry and lockable rooms or lockers to store tools and supplied parts.

合适的，特别是干燥且可上锁的房间或储物柜来储存工具和提供的部件。

(4) The customer shall ensure that, before the start of the installation of a machine or component all required parts are available on the spot and that all preparatory work has been carried out so as to allow Heidelberg's service engineers to start installation as soon as they arrive and without interruption.

客户应确保在开始安装机器或部件之前，所有必需的部件都可在现场获得，并且所有的准备工作已经完成，以便海德堡的服务工程师在到达现场时便能够开始安装且不间断。

(5) The customer shall inform Heidelberg without delay of any legal or factual changes affecting the individual order for the provision of services or its implementation.

客户应立即通知海德堡影响提供服务或其实施的单独订单的任何法律或事实变化。

(6) Deadlines that have not been expressly agreed upon in writing as binding shall be non-binding.

未经明确书面同意为具有约束力的截止日期不具有约束力。

(7) A deadline is deemed to have been met if the service has been performed by the agreed upon deadline.

如服务已在经同意的截止日期前提供，则应视为已满足截止日期要求。

(8) Agreed upon Deadlines do not begin to run or are extended – if not newly agreed upon - if circumstances occur for which Heidelberg is not responsible and which affect the performance of the service by such period for which the circumstances in question subsist in particular (i) force majeure events, natural disasters and labour disputes which affect Heidelberg or sub-contractors (disruptions to operations outside of a party's control), (ii) in the case of a valid contract amendment if Heidelberg does not receive the technical or commercial documents in time or if such documents have subsequently been changed by the customer with Heidelberg's consent or (iii) if the customer is in default in complying with its obligations.

如果发生海德堡不承担责任的情况，且情况在其持续期间内影响服务的履行，特别是 (i) 影响海德堡或分包商（在一方控制范围之外的运营中断）的不可抗力事件、自然灾害和劳资纠纷，(ii) 如果海德堡未及时收到技术或商业文件，或者客户随后经海德堡的同意变更了这些文件而达成了有效的合同修正案，或 (iii) 如果客户违反其义务，如果没有重新约定截止日期，所约定的截止日期将不会开始，或将延长。

(9) If, owing to the occurrence of such circumstances, it is impossible to amend the contract despite all reasonable efforts, Heidelberg is released from its performance obligations.

如由于上述情况的发生，尽管经过合理努力仍无法修改合同，则海德堡将免于其履行义务。

(10) If deadlines are extended due to the aforementioned circumstances or if Heidelberg is released from its performance obligations, the customer does not have any liability claims whatsoever against Heidelberg. Heidelberg is not liable for any disruptions to operations outside of its control even if they occur during a delay in delivery. Heidelberg is obliged to notify the customer in the event that such circumstances occur.

如果由于上述情况延长截止日期，或者海德堡免于履行义务，则客户不享有任何针对海德堡的责任索赔。海德堡不对任何其控制之外的运营中断负责，即使该等运营中断在延迟交付期间发生。海德堡有义务在发生该等情况时通知客户。

§ 11 Claims for improper performance of the services 对不当履行服务的索赔

(1) Heidelberg will execute the service with the necessary professional competence and care while taking into account the provisions of § 12 of these General Terms and Conditions of Service. In the event of a proven defect in the services performed due to a breach of duty of care, Heidelberg will repeat the service once more free of charge. There are no further or other claims of the customer such as e.g. warranty claims based on improper performance of the services.

海德堡将使用必要的专业能力和谨慎履行服务，同时考虑本通用服务条款和条件第12条的规定。如果由于违反谨慎责任而导致履行

的服务存在缺陷，海德堡将免费重新提供服务。客户不享有任何进一步的或其他的索赔，例如，基于服务不当履行的保证期索赔。

(2) If products is provided under an individual service order, the customer may only raise claims for defects of such products in accordance with § 9 of the General Terms and Conditions of Sale and Delivery of Heidelberg. In accordance with these terms and conditions, the customer's claims for defects are subject to a limitation period of one year from delivery. Any warranty claims of the Customer beyond the above provisions are excluded to the extent permitted by law.

如果单独服务订单项下提供了产品，客户仅能按照海德堡的通用销售和交付条款和条件第 § 9 条的规定提出产品缺陷索赔。根据该等条款和条件，客户对缺陷的索赔要求受限于交付后一年的时效期限。超出上述规定的客户的任何质保索赔在法律允许的范围内被排除。

§ 12 Liability for damages 损害责任

Any liability on the part of Heidelberg is excluded to the extent permitted by law. In particular, there is no liability for direct or indirect, consequential or immediate damage or loss related to the performance of a service by Heidelberg.

海德堡的任何责任将在法律允许的范围内而排除。特别是，海德堡对与履行服务相关的直接或间接的损害或损失不承担责任。

§ 13 Assignment 转让

The customer is not entitled to assign its rights under this contract without written consent of Heidelberg. Heidelberg reserves the right to have certain individual services carried out by the staff of the manufacturers used by suppliers or by other authorised partners.

未经海德堡书面同意，客户无权转让其在本合同项下的权利。海德堡保留由供应商或其他授权合作伙伴使用的制造商的工作人员提供某些单独服务的权利。

§ 14 Arbitration and applicable law 仲裁和适用法律

(1) All disputes arising from or in connection with these General Terms and Conditions of Service or from or in connection with any contracts entered into while they are effective, or regarding their validity, invalidity, breach or termination shall be finally resolved by way of arbitration proceedings of China International Economic

and Trade Arbitration Committee ("CIETAC"). The Rules of Arbitration of CIETAC that are in effect at the time the request for arbitration is served shall apply. The place of arbitration shall be Beijing, China. The language to be used in the arbitration proceedings shall be Chinese. There shall be three arbitrators. All arbitrators must have command of the chosen procedural language.

所有因本通用服务条款和条件引起的或与之有关的争议，或者因在本通用服务条款和条件有效时签订的合同产生的或与之有关的争议，或与本通用服务条款和条件或上述合同的有效、无效、违约或终止有关的任何争议应由中国国际经济贸易仲裁委员会（“CIETAC”）通过仲裁程序最终解决。仲裁请求时CIETAC有效的仲裁规则将适用。仲裁地点为中国北京。仲裁程序中使用的语言应为中文。应有三名仲裁员。所有仲裁员都必须掌握选定的程序语言。

(2) These General Terms and Conditions of Service and all contracts entered into while they are effective are subject to the laws of the People's Republic of China.

本通用服务条款和条件及其有效期间签订的所有合同均受中华人民共和国法律管辖。

§ 15 Severability clause 可分割条款

If a provision in this contract is or becomes ineffective in whole or in part, this does not affect the validity of the remaining provisions. The contracting parties shall work together to agree a valid provision that reflects the invalid provision as closely as possible in commercial terms.

如本合同中的某一条款全部或部分无效，不影响其余条款的有效性。合同双方应共同商定一个有效的条款，以在商业条件上尽可能地反映该无效的条款。

§ 16 Language 语言

These General Terms and Conditions of Service 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.

本通用服务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。