



**Service Terms and Conditions of
Koerber Technologies (Shanghai) Ltd.**
上海柯尔柏工程技术有限公司
服务条款和条件

March 2024

2024年3月

1. Preamble

前言

The following Terms and Conditions govern the deployment of personnel for all kinds of services to be performed including support service via Technical Remote Support (subsequently referred to as "Service") by Koerber Technologies (Shanghai) Ltd. (hereinafter referred to as "Seller") for the buyer (hereinafter referred to as "Buyer") and are constituent to the Service Agreement. Any Buyer's deviating terms and conditions do not become part of the Service Agreement even upon acceptance of an order.

以下条款和条件约束上海柯尔柏工程技术有限公司（以下简称“卖方”）为买方（以下简称“买方”）履行所有类型服务（包括通过远程技术支持进行支持服务）的人员调派（以下简称“服务”），并构成服务协议的一部分。即使订单已被接受，买方对该订单条款和条件的任何变更并不构成服务协议的一部分。

These Service Terms and Conditions do not apply to the extent that Seller has entered in writing or in text form into a separate agreement with Buyer.

本服务条款和条件在卖方另行与买方以书面或文本形式达成协议的范围外不适用。

2. Scope of contract

合同范围

Generally, Seller's personnel are only permitted to be deployed for work on machinery and/or equipment supplied by Seller or Körber Technologies GmbH or any of its affiliates and within the scope of the Service Agreement awarded in writing or in text form. Activities that go beyond the agreed scope of work require Seller's prior consent in writing or in text form.

一般而言，卖方人员仅获准在书面或文本服务协议规定的范围内被分配到卖方、Körber Technologies GmbH或者其任何关联公司提供的机器和/或设备上工作。约定的工作范围之外的活动应获得卖方事先以书面或文本形式同意。

Technical Remote Support ("TRS") will either be provided by Seller as Digital TRS without the physical intervention of Buyer's employees or as Physical TRS requiring the physical intervention of Buyer's employees.

远程技术支持将由卖方在不需要买方员工介入的情况下以数字化远程技术支持的形式提供，或者在需要买方员工介入的情况下进行实体远程技术支持。

3. Personnel

人员

For the performance of Service Agreements, Seller commits himself to deploying only appropriately qualified technical personnel, capable of performing the work properly and in an appropriate manner.

为履行服务协议，卖方负责配备能以适当方式顺利完成服务的合格技术人员。

4. Implementation of the Service

服务的履行

4.1 Deadlines

截止日期

Dates specified by Seller for the start and/or end of the Service are only approximate, unless Seller explicitly promises these dates in individual cases. The observance of firmly agreed dates requires that Buyer meets all the obligations Buyer is responsible for.

由卖方指定的服务开始和/或结束日期仅为大概日期，除

非卖方在个别情形下明确承诺此类日期。遵守明确约定的日期要求买方履行完毕买方所负的所有义务。

The attendance of Buyer's staff members on the date of Seller's training courses offered has to be confirmed by Buyer in writing 12 weeks prior to the start of the training course. Should Seller not have received a confirmation by this date, Seller will re-allocate the scheduled period of time. In case of course offers at a shorter notice Seller will determine the date of confirmation accordingly.

若买方员工参加卖方提供的培训课程，买方需在培训课程开始前的12周之前进行书面确认参加培训课程的日期。若卖方未在该日期前收到买方的确认信息，卖方将重新安排原计划的时间。若在较短时间内发出提供培训课程通知，卖方将相应明确买方应确认日期。

Seller commits himself to implementing the Service swiftly. A firmly agreed deadline is deemed to have been kept if the Service has been completed by the end of this period. The same applies if, depending on the status of the Service, an acceptance test by Buyer or a contractually agreed trial run is possible. If the performance of the Service Agreement is delayed due to circumstances beyond Seller's control, an appropriate extension of the deadline will always come into effect.

卖方承诺迅速实施服务。若服务在约定截止日期结束之前完成，则视为已严格按约定截止日期完成服务。若服务的性质可能需要买方进行验收测试或通过合同约定的试运行，则该规定也同样适用。若服务协议的履行由于卖方不能控制的情况而延迟，则截止日期将适当延长。

This also applies if such circumstances arise only after Seller has fallen behind schedule. However, no extension of the deadline comes into effect if the obstacles have only a negligible impact on the progress of the work.

以上规定同样适用于前述情形发生在卖方工作进度落后的情形下。但是，若该障碍仅对工作进程产生可忽略的影响，则截止日期不得延长。

Should Buyer incur verifiable damages, caused by Seller falling behind schedule, Seller grants – to the exclusion of further claims for damages – liquidated damages for such delays. These liquidated damages are restricted to 0.2% for each full week of the delay and will, however, not exceed a maximum of 5% of the

Service fee for the part of the machinery or equipment to which the Service relates and which, as a result of the delay, cannot be used either on time and/or as stipulated in the Service Agreement.

若因卖方落后进度造成买方产生可证实的损害，卖方应就此类延迟支付违约损害赔偿，但前提是买方不做进一步的损害索赔。迟延每满一周，则违约损害赔偿为因迟延导致不能及时使用和/或按照服务协议规定使用的、与本服务相关的机器或服务费用的0.2%，违约损害赔偿总额最高限额为上述服务费用的5%。

In the event of a delay, Buyer shall only be entitled to withdraw from the Service Agreement if the delay is solely attributable to Seller and if Buyer sets a reasonable extension of the deadline for Seller, associated with the explicit declaration that Buyer refuses to accept the Service rendered at the end of this period, should Seller still fail to perform the Service within the set period.

在迟延的情形下，如果迟延完全归责于卖方，买方给予了卖方合理的截止期限的延期而卖方未在买方规定的期间履行服务，并且在该延长期限结束时明确声明买方拒绝接受卖方提供的服务，买方有权撤销服务协议。

Subject to Clause 13, no further rights exist.

受限于第13条的规定，买方不享有其他进一步的权利主张。

4.2 Default of acceptance

瑕疵接受

Buyer shall notify Seller immediately of an impending delay or hindrance relating to the Service, regardless of the reason for this.

不论该延误或障碍的原因，买方应立即通知卖方与服务有关的、即将发生的延误或障碍。

If the agreed performance of the Service is postponed for reasons that lie within Buyer's control, Seller shall be entitled to request that any additional costs (e.g. additional travel costs and waiting periods) Seller incurs as a result of such postponement be reimbursed by Buyer.

若约定的服务履行因买方可控的原因而迟延，卖方有权要求买方赔偿卖方因该迟延而产生的任何额外费用（如额外交通费用和等待时间）。

4.3 Start of work

开工

If the implementation of the Service should pose a

threat to the health and safety of Seller's personnel, Seller is entitled to postpone the start of work until acceptable circumstances prevail.

若履行服务对卖方人员的健康和安全造成威胁，卖方有权推迟开始工作，直到满足合适的环境条件。

4.4 Interruptions

中断

If the Service has to be interrupted for an unacceptable period of time, Seller is entitled to recall his personnel.

如果服务中断超过一定的可接受时间，卖方有权召回其员工。

Any costs arising from such action will only be borne by Seller if Seller is responsible for the interruption.

卖方仅在对此中断负有责任时，承担因此而产生的所有费用。

4.5 Cessation of the Service

服务中止

If the Service has to be discontinued due to Force Majeure, Seller is entitled to invoice all costs incurred to this point in time, including those for return travel.

若服务因不可抗力无法继续进行，卖方有权就截止至该时间点发生的所有费用，包括返程的交通费用，向买方收费并出具发票。

4.6 Exchanging personnel

替换人员

Seller is entitled to exchange any personnel Seller sends out during the Service at Seller's own costs with equally qualified personnel.

卖方有权在服务期内自担费用以具有同样能力的人员替换卖方已派出的人员。

5. Termination of the Service

服务终止

5.1 Acceptance

验收

As soon as Seller announces the completion of his activities, Buyer shall inspect the Service rendered immediately in the agreed form. The acceptance is to be confirmed in writing on the acceptance document. If the Service proves not to comply with the Service Agreement, Seller is obliged to remedy any deficiency(ies) at Seller's own expense. Buyer cannot refuse the acceptance test if the deficiency is negligible or is due to circumstances not attributable to Seller.

在卖方宣布服务工作完成后，买方应立即对提供的服务

按照约定的形式进行检测。验收应以书面形式在接受文件中确认。若证明服务不符合服务协议约定，卖方有义务自担费用弥补任何缺陷。若发现缺陷是可忽略的或者非归责于卖方的情形，买方不得拒绝接受验收测试结果。

5.2 Imputed acceptance

推定的验收视为接受

If the acceptance test is delayed through no fault of Seller, it shall be deemed as having been performed at the end of the 2 weeks after announcing the completion of the Service.

若验收测试非因卖方的过错而迟延，则验收测试视为在卖方宣布服务完成后2周期满时进行完毕。

5.3 Upon acceptance, Seller is discharged from liability for discernible deficiencies in as far as Buyer has not reserved the right to raise a warranty claim arising from a certain deficiency.

在验收后，卖方将在买方未保留对某一特定缺陷提出保证索赔权利的范围内免除对可辨别的缺陷的责任。

6. Buyer's Responsibilities

买方责任

6.1 Preparation for the Service

服务准备

Buyer shall inform Seller in good time and in advance of the intended date for the Service to commence. Buyer shall complete any preparatory work in good time prior to the commencement of the Service, such that the Service can commence immediately and can be performed swiftly without interruption.

买方应及时并提前告知卖方拟定的服务开始日期。买方应在服务开始之前的合理期间完成所有准备工作，使得服务可以立即开始并且不被干扰地顺利履行。

In particular, Buyer also supplies any necessary Service materials and energy (such as electricity, water, steam, compressed air, digital data lines), including the associated connection at the place of Service, such that Seller can commence the Service without delay. The rooms in which the Service is performed must be protected from the elements, be well lit, air-conditioned and allow the work to be performed without disruption. Cleaning agents, washing and sanitary facilities as well as the provision of first-aid in case of an emergency have to be provided by Buyer at the place of Service.

特别是，买方也应提供任何必要的服务材料和能源（例

如电力、水、蒸汽、压缩空气、数据线缆），包括服务区域内相关的线路铺设，以使卖方可以如期开始提供服务。服务所在的房间必须得到保护以免受环境影响，有良好的照明、空调设施，使工作能够顺利开展。买方应在服务区域配备清洁设备、盥洗和卫生设施，以及在紧急情况下的急救设备。

Buyer will provide Seller's personnel with a dry storage room (lockable) for the Service equipment, should Seller deem such to be necessary. In the event of extended service work, Buyer shall provide appropriate rest rooms.

只要卖方认为有必要，则买方应为卖方人员提供一个干燥储物间（可上锁的）来存放服务设备。如果服务需长时间进行，买方应提供合适的休息间。

6.2 Concrete and brickwork

混凝土和砖砌建筑物

All construction work and installations must be completed prior to commencing the Service. It is necessary for concrete and brickwork to be fully dry and set.

所有的建筑工程和设施必须在服务开始前完工。所有的混凝土和砖砌建筑物必须干透和就位。

6.3 Storage

储藏

Buyer shall store the parts to be installed properly and protected against the elements. Prior to the Service commencing, the parts should be located at the place of Service and/or in its immediate vicinity. The packaging shall be removed by Buyer's staff at the place of Service.

买方应适当储藏和保护用于安装的零部件，免受环境影响。在服务开始前，零部件应放置于服务地点和/或临近地点。包装应由买方人员在服务地点去除。

For the packaging of Seller's delivery, the last section of Clause 5.1 of the latest version of Seller's Terms and Conditions of Sale also applies. Seller assumes no liability for the consequences of improper storage and improper transport.

卖方的交货包装适用卖方最新版本销售条款和条件第5.1条的最后一款。卖方不承担因不适当的存储和不适当的运输导致的责任。

6.4 Auxiliary personnel

辅助性员工

Buyer shall provide suitable auxiliary personnel in

sufficient numbers to ensure the swift performance of the Service.

买方应提供足够数量的适当的辅助性人员以保证服务的快速履行。

Seller's personnel are authorized to give any necessary technical instructions to these auxiliary personnel. At the request of Seller's personnel, Buyer shall provide suitable interpreters.

卖方人员被授权向此类辅助性人员提供任何必要的技术指导。应卖方人员要求，买方应提供合适的翻译人员。

Buyer's auxiliary personnel remain under Buyer's supervision, responsibility and obligation to insure. If the auxiliary personnel cause any damages, Seller is only liable if it is Seller's fault.

买方辅助性人员仍处在买方的监管之下，由买方负责并有义务对其进行投保。若辅助性人员造成任何的损害，卖方仅在归责于卖方的情况下负责。

6.5 Resources and devices

资源和装置

Buyer will provide the resources, devices and any tools required for rendering the Service. These must be in perfect working order.

买方应提供服务提供所需的资源、装置和任何工具。所提供物资必须处于完好的工作状态。

6.6 Test runs and commissioning

试运行和调试

Unless otherwise agreed, Buyer will provide the required materials and implement all the other actions that are necessary to set and test the machinery/equipment concerned free of charge. Consumed materials and products produced are to be removed by Buyer regularly so as to ensure trouble-free commissioning of the machinery/equipment.

除非另有约定，买方应免费提供所要求的材料，并采取所有其他为设置和测试机器/设备所必要的行动。消耗的材料和生产的产物应由买方定期移除，以确保无碍于机器/设备的调试。

Buyer will ensure that Seller's personnel are provided with the test results and samples from the quality control laboratory immediately to enable them to determine the process parameters.

买方应确保立即向卖方人员提供来自质量控制实验室的测试结果和样本，以使卖方人员能够确定工艺参数。

At Buyer's request, Seller commits himself and Seller's personnel to maintain secrecy in this regard.

应买方要求，卖方承诺卖方和卖方人员将对此进行保密。The machinery/equipment being serviced is to be cleaned by Buyer's personnel should Seller's personnel so request.

若卖方人员要求，买方人员应清洁实施服务的机器/设备。

6.7 Public regulations

公共法规

Buyer will inform Seller's personnel in good time about all obligations towards the public authorities and about the relevant legal regulations that are to be observed. Insofar, Buyer represents the interests of Seller's personnel and assumes charge of dealing with the necessary formalities.

买方应提前告知卖方人员应当依照政府机关履行的义务和须遵守的相关法律规定。在此范围内，买方应代表卖方人员的利益并承担履行必要手续的义务。

6.8 Safety of Seller's personnel and Seller's property

卖方人员安全和卖方财物安全

Buyer will take the necessary precautions for accident prevention and otherwise ensure the protection of Seller's personnel and any property they bring along. Buyer will also notify Seller's personnel of particular hazards and inform them of the relevant safety regulations.

买方应采取必要的措施预防事故发生并采取其他方式保护卖方人员及其财物的安全。买方也应告知卖方人员任何特定的风险和相关安全规定。

If, whilst Seller's personnel are working, other work is being performed by other companies, Buyer shall – to rule out the possibility of these endangering each other – nominate a person, who is responsible for coordinating the work assignments between the different parties.

若卖方人员工作时，有其他公司人员同时作业，为了排除这些工作对对方形成危险的可能，买方应任命一位负责协调各方工作任务的人员。

6.9 Accommodation

住宿

If Buyer has made a commitment on the basis of a separate agreement to provide Seller's personnel with free accommodation, Buyer is obliged to provide a hotel single-room with WC and a bath or shower that

corresponds to Western European standards.

若买方在另行协议中承诺向卖方人员提供免费的住宿，则买方有义务提供符合西欧标准的带有卫生间和浴缸或淋浴设施的酒店单人间。

Seller is entitled to have suitable accommodation arranged for Seller's personnel in advance.

卖方有权事先为卖方人员安排合适的住宿。

6.10 Safety/Data Security

安全/数据安全性

To ensure the safety of Buyer's employees and Buyer's property and to protect the security of Buyer's data during the performance of Technical Remote Support, Buyer must expressly approve Seller's access to the machinery and/or equipment each time prior to the provision of Technical Remote Support.

在执行远程技术支持的过程中为了确保买方员工和买方财产的安全以及保障买方数据的安全性，买方必须在每次卖方提供远程技术支持之前专门批准卖方使用机器和/或设备的权限。

6.11 Costs

费用

Buyer will fulfill all of his above-mentioned obligations free of charge to Seller.

买方应履行以上所有的义务，卖方无需承担费用。

6.12 Breach of Buyer's Responsibilities

违反买方责任

If Buyer fails to perform Buyer's responsibilities, Seller is entitled, but not obliged, after giving notification, to perform the actions Buyer is responsible for at Buyer's expense.

若买方未能履行其义务，则卖方有权但并非有义务，在通知买方以后实施应由买方负责的行为，并由买方承担费用。

Furthermore, this does not affect Seller's other legal and contractual rights and entitlements. In particular, Seller's personnel are entitled to travel back if Buyer fails to perform Buyer's responsibilities. Any costs arising from such are to be borne by Buyer.

此外，该规定不影响卖方的其他法定的及合同的权利和权益。尤其是，若买方未履行买方义务，卖方人员有权返回离开。由此产生的任何费用均由买方承担。

7. Sickness of Seller's personnel

卖方人员患病

Buyer will notify Seller immediately if one of Seller's

personnel becomes unfit for work during his/her stay.

若卖方人员在其派遣期间产生不适，买方应立即告知卖方。

Buyer will ensure the proper local treatment of Seller's respective employee with the free choice of doctor, all remedies and all the other measures to be initiated by Buyer that are necessary to restore Seller's respective employee to health and insofar outlay the costs incurred which will subsequently be reimbursed to Buyer by Seller unless Buyer has been responsible for the cause leading to these costs. If hospital admission becomes necessary, Buyer ensures Seller's respective employee is admitted and stays in the best local hospital which can be reached (taking into account the nature of the injury or sickness) for adequate treatment in a timely manner. In the event of one of Seller's personnel having to stay in hospital, Buyer ensures the safe storage of his/her personal effects (e.g. luggage).

买方应确保卖方相关雇员享有适当的当地治疗并能自由选择医生，以及采取为恢复卖方相关雇员健康所必要的所有救济和其他措施，并支付由此产生的费用，之后卖方将向买方偿还此笔费用，除非买方应对造成相关费用的原因负责。若必须住院，买方应确保卖方相关雇员在当地最好的医院（取决于损伤或疾病的特性）得到及时恰当的治疗。在卖方人员须住院的情形下，买方应确保其个人财产的安全（例如行李）。

Should it become necessary to substitute Seller's personnel as a result of sickness, Buyer shall assist in organising their return transport.

若因患病而有必要替换卖方人员，买方应协助安排卖方人员的返程交通。

8. Charges for the Service

服务收费

8.1 Normal hourly rate

正常小时费率

For the deployment of Seller's personnel, Seller shall invoice Buyer for each hour worked within a weekly working period of 40 hours at Seller's prevailing hourly rate.

卖方按照卖方现行小时费率对派出人员每周40小时工作时间内的服务以小时为单位向买方收费并出具发票。

For Service Agreements performed at a fixed price, any additional services that go beyond the agreed arrangement shall be invoiced on the basis of the

expenses actually incurred.

对于按固定价格履行的服务协议，任何超过约定安排的额外服务应按照实际发生的费用为基础开发票收费。

8.2 Overtime

加班

Any hours worked beyond the daily working duration of 8 hours are regarded as overtime and will be calculated with a surcharge of 50%.

任何超过一天八（8）小时工作时间的应被视为加班，并应对此收取50%的额外费用。

Seller's personnel are allowed to work more than 8 hours per day only in accordance with the applicable labour legislation rules.

仅在遵守适用劳动法规规定的前提下，卖方人员可一天工作超过8小时。

8.3 Work on Saturdays, Sundays, public holidays and night shifts

周六，周日，公共假日和夜班的工作

For activities on Saturdays and Sundays a surcharge of 100% shall be levied.

若在周六和周日工作，应对此收取100%的额外费用。

For activities on public holidays, plus any night-shift hours worked (8.00 p.m. to 6.00 a.m.), a surcharge of 200% shall be levied, subject to the applicable laws.

在遵守适用法律的情形下，在公共假日以及夜班（即晚上8点至早上6点之间）工作，应对此收取200%的额外费用。

In the event of overtime, a further surcharge of 50% shall be levied, in accordance with Clause 8.2.

根据第8.2条，在加班情形下，应对此再收取50%的额外费用。

8.4 Special permission

特别许可

The working of overtime and activities on Saturdays, Sundays, public holidays and during night shifts is subject to Seller's prior written consent.

加班和在周六、周日、公共假日和夜班工作均应事先征得卖方的书面同意。

8.5 Other

其他

In the event of an incapacity for work, the Service costs will be waived from the time of this incapacity arising.

在卖方人员无法工作的情形下，自该情形出现时起免除服务收费。

If, for reasons beyond Seller's control, the weekly working period of 40 hours is not achieved, the downtime shall be charged at the hourly rate agreed under Clauses 8.1 - 8.3. Working hours that are not worked or spent waiting due to statutory and special public holidays will also be charged at the same hourly rate.

如果因卖方不可控制的原因，每周40小时的工作时间未能达到，停工期应按照第8.1条至第8.3条下规定的小时费率进行收费。因法定和特殊公共假日导致未工作或待工的工作时间仍应按照同样的小时费率收费。

8.6 Service records

服务记录

Seller's personnel are obliged to keep weekly timesheets categorised into normal hours, overtime hours and night shifts worked. These records constitute the basis for Seller's Service charges and should be checked and signed by Buyer.

卖方人员有义务制作每周的工作时间表，并划分为正常工作时间，加班工作时间和夜班工作时间三类。此类记录构成卖方服务收费的基础，应由买方核对和签署。

8.7 Travelling times

旅途时间

The travelling time of Seller's personnel counts as working time. For each half-day travelling time commenced (4 hours), the prevailing travelling time rate shall be charged as a lump sum. If the places of departure and destination are in Buyer's country, the normal hourly rate for each hour travelled will be charged.

卖方人员的旅途时间应计入工作时间。对于发生的每半天旅途时间（4小时），应按照现行旅途时间费率进行一次性总收费。若出发地和目的地均在买方国内，则旅途中的每小时应按照正常小时费率收费。

8.8 Cancellation/postponement of training courses

取消/推迟培训课程

A cancellation or postponement of training courses initiated by Buyer must be made in writing. If Buyer cancels or postpones a training course, Seller shall charge the following: up to 6 weeks prior to start of the training 20% of the total course price, starting from the 6th week prior to start of the training and up to 2 weeks prior to start of the training 60% of the total course price.

买方发起的取消或推迟培训课程的请求必须采用书面形式提交。如果买方取消或推迟培训课程，卖方应按照以下情形对培训课程收费：在培训开始日前前数6周区间前取消或推迟，收取20%的课程总价；在从培训开始日前前数6周起至在培训开始日前前数2周区间内取消或推迟，收取60%的课程总价。

In the event of a later cancellation, postponement, non-attendance, absence or late arrival of the participants, Seller will charge 80% of the total course price unless such event is attributable to Seller. Buyer is not entitled to compensation for absence.

若课程在更迟的日期取消、推迟或者在参加者不出席、缺席或迟到的情形下，除非上述情形归责于卖方，否则卖方将向买方收取80%的课程总价。买方无权就此缺席获得赔偿。

9. Daily living allowance

日常生活津贴

To compensate the costs incurred to Seller's personnel whilst stationed outside Seller's premises and travelling, Buyer will pay the prevailing daily allowance for each day of their absence from Seller's company headquarters.

为补偿卖方人员驻守卖方公司之外的地点和旅途中发生的费用，买方应就卖方人员离开卖方公司总部后的每一天支付现行日常生活津贴。

In the event of an incapacity for work due to illness, the daily allowance must still be paid for a maximum period of 14 calendar days. If the incapacity for work is connected with a hospital stay, only 30% of the daily allowance is to be paid.

在因患病不能工作的情形下，日常生活津贴在患病期间仍需支付，但以14个日历日为限。若不能工作是因需住院治疗，则仅需支付日常生活津贴的30%。

10. Travelling and transport costs

旅行和交通费用

Seller charges airfares for business/economy class air travel or the fare for 1st class rail travel in addition to all the other costs for the return journey and other journeys undertaken in connection with Seller's Service, dependent on the length of the journey and in accordance with Seller's internal regulations.

根据路途的长短和卖方的内部规定，卖方将向买方收取商务舱/经济舱的机票费用或火车一等座席的费用以及返程和其他与卖方服务相关的旅途中产生的所有其他费

用。

Furthermore, Seller also invoices all the necessary incidental travel costs (passport and visa charges, customs clearance for tool and luggage transportation, tropical medical examinations, vaccination costs, etc.), plus the expenses incurred in connection with the Service (e.g. charges for business communication and local trips incl. hire cars).

此外，卖方也会收取必要的旅途杂费（护照和签证费，工具和行李运输的清关费用，热带体检，注射疫苗费用等）以及发生的与服务有关的开支（例如商务通讯和包括租赁车辆在内的本地交通费用），并出具发票。

For journeys home by Seller's personnel at Christmas/turn of the year/Chinese New Year, and also either at Easter or Whitsun or during the National Day holidays, Seller also invoices the travel costs. These include the fares, the travel cost rate as defined in Clause 8.7 applicable during the journey and the daily allowance rates.

对于卖方人员在圣诞节/年关/春节的回家旅行，以及复活节或圣灵降临节或国庆假日期间的回家旅行，卖方也将收取旅行费用并出具发票。费用包括票务费，第8.7条定义的适用于旅行期间的旅行费用和日常生活津贴。

Following an uninterrupted stay of 3 months at the place of Service, Seller's personnel are entitled to a statutory period of leave, including the necessary return journey.

若在服务地点连续驻守3个月，卖方人员有权获得法定假期，包括必要的返回旅程。

Buyer bears the travel costs incurred for this.

买方承担因此产生的旅途费用。

11. Warranty

保证

Once the Service has been completed and made ready for acceptance, Seller is liable for any deficiencies in Seller's work for a period of 6 months. Buyer is obliged to notify Seller in writing immediately of any deficiencies found. Buyer's right to raise a warranty claim arising from a certain deficiency expires by limitation within 12 months beginning with the immediate notification of the deficiency.

一旦服务完成并做好验收准备，卖方在6个月期限内对任何工作缺陷承担责任。买方有义务在发现任何缺陷后立即以书面形式通知卖方。买方就某一缺陷提出保证义务

项下索赔的权利的有效期限为立即发出缺陷通知后12个月内。

Seller's warranty is restricted exclusively to the obligation to rectify any such deficiencies at the contractual place of Service. If repeated attempts to rectify such deficiencies fails to provide a remedy, Buyer is entitled to a corresponding reduction after the expiry of a reasonable extension without a remedy.

卖方的保证义务专限于仅在合同约定的卖方的服务地点排除该等缺陷。如果多次试图排除这种缺陷，未能提供补救，在合理延期到期后依然没有补救措施的，买方有权得到相应的降价。

If the Service is verifiably of no interest to Buyer in spite of a reduction, Buyer is entitled to withdraw from the Service Agreement after notifying Seller in writing.

虽经减少价款但证实服务仍对买方无任何意义的，买方有权经书面通知卖方后撤销服务协议。

Buyer's rights do not extend beyond this, irrespective of any rights as defined in Clause 13.

买方的权利仅限于此，排除第13条规定的任何权利。This obligation to provide warranty does not apply if a deficiency is negligible or is due to a circumstance for which Seller cannot be held responsible. In case of Technical Remote Support this also includes the incorrect implementation of Seller's advices and instructions by Buyer's employees.

本保证义务不适用于缺陷为可忽略的或不可归责于卖方的情形。该情形也包括进行远程技术支持时买方员工错误地执行了卖方的建议以及指导。

12. Force Majeure

不可抗力

12.1 Each contracting party is entitled to suspend or refuse to fulfill its contractual obligations, including potential warranty obligations where and for as long as this is prevented or is not economically viable as a result of force majeure circumstances. Force majeure means circumstances beyond the control of the affected party and which cannot reasonably be foreseen, avoided or surmounted by the affected party, including without limitations the following events: strikes and lockouts, natural disasters, fire, earthquake, war (whether declared or not), terroristic or political acts of force, contagious diseases, epidemics/pandemics, mobilization, insurrection, confiscation, unjustified

seizure or distraint, embargo, restrictions in the energy supply, concrete travel warnings of the competent authorities, i.e. of the Department of Foreign Affairs, to leave countries or regions at the respective place of destination or not to enter these in addition to faults and delays amongst subcontractors arising from one of these reasons.

若由于下列不可抗力情形导致合同义务的履行被阻止或者经济上不可行，各方均有权暂停或拒绝履行各自的合同义务，包括潜在的质保义务。不可抗力是指超出受影响一方控制范围，并且受影响的一方无法合理地预见、避免或克服的情形，包括但不限于下列事件：如罢工、停产、自然灾害、火灾、地震、战争（宣战或者未宣战）、恐怖主义、政变、传染病、流行病/大流行、骚乱、暴动、查封、不正当扣押或扣留、禁运、能源供应限制、主管机关（例如外交部）发布离开或禁止进入相关目的地国家或地区的旅游警告，和次级供货商因上述原因之一所导致的过错和延误。

12.2 A circumstance referred to in Clause 12.1 and occurring prior to conclusion of the Service Agreement will entitle a party to refuse to perform the Service Agreement only (i) if the circumstances has proven repercussions for performance and (ii) if that party neither knew nor should have known about this circumstance at the time the Service Agreement was concluded.

若第12.1条提及的任一情形在服务协议缔结前已经发生，缔约方仅在以下情况下有权拒绝履行服务协议：(i) 该情形被证明对服务协议的履行有实际影响；以及(ii) 缔约方在缔结服务协议时既不知道也不应该知道此情形的发生。

12.3 The party citing an event of Force Majeure notifies the other party immediately about the start and end of such force majeure circumstances.

援引不可抗力条款的一方应立即告知另一方该等情形的开始和结束。

12.4 If a delay in Seller's performance of the Service is caused by force majeure circumstances, the time for performance shall be extended by a period which is reasonable having regard to all circumstances of the case, including the time required by Seller for demobilization and remobilization.

若不可抗力情形导致卖方迟延履行服务，在考虑到该情形所有情况的前提下，包括卖方复员和重新活动所需的

时间，履行时间应予以延长一段合理的期限。

12.5 If an event of Force Majeure prevents Buyer from performing the Service Agreement, Buyer shall compensate Seller for the costs that Seller has incurred as a result of safeguarding the delivered machinery/equipment.

若不可抗力事件导致买方不能履行服务协议，买方应就卖方因保护交付的机器/设备而发生的费用进行补偿。

12.6 Irrespective of other provisions set out in these Service Terms and Conditions, each party is entitled to withdraw from the Service Agreement in writing if the performance of the Service Agreement is hindered in accordance with this regulation for longer than 6 months.

无论本服务条款和条件的其他条款如何规定，若按照本条规定服务协议的履行受到阻碍达6个月以上，各方均有权以书面形式撤销服务协议。

13. Liability 责任

13.1 Scope of liability 责任范围

If, during the Service, a part Seller has supplied becomes damaged through Seller's fault, Seller is entitled, at Seller's discretion and at Seller's own expense, to repair it or to supply a replacement. If, through Seller's own fault, the object of Seller's Service cannot be used as stipulated in the contract due to a failure to perform or as a result of incorrect execution, Clauses 11 and 13 apply accordingly to the exclusion of further rights on Buyer's part.

如果在服务提供过程中，因卖方过错导致卖方提供的零部件被损坏，卖方有权自行决定并自担费用选择修复该受损零部件或供应替代品。若因卖方自身的过错，卖方服务标的由于未履行或者错误执行而导致不能按照合同规定使用，则相应适用第11条和第13条的规定，但排除买方的进一步权利主张。

The same applies for incorrect advice and infringement of the associated contractual obligations.

该规定也适用于提供错误建议和违反相关合同义务的情形。

13.2 Exemption from liability 责任免除

Seller is only liable within the scope of these Service Terms and Conditions. In particular, Buyer has no

rights to claim for damages for indirect or consequential damage not arising to the object of the Service itself (e.g. loss of production or loss of profit). Further, in case of Technical Remote Support, Seller is not liable where Buyer's employees fail to follow Seller's advices and instructions. These exemptions from liability do not apply in the case of willfulness and gross negligence on the part of the corporate management or senior executives.

卖方仅在本服务条款和条件规定的范围内承担责任。尤其是，买方无权对非由于服务标的本身产生的间接或继发性的损害要求赔偿（例如生产损失或利润损失）。而且在提供远程技术支持的情况下，卖方对买方员工未能遵循卖方的建议以及指导不承担责任。这些责任免除并不适用于公司管理层或高级业务主管存在故意和严重过失的情形。

13.3 Limitation of liability

责任限制

Subject to binding statutory requirements, Seller shall be liable for personal injury and damage to property in so far as damages are paid by Seller's liability insurer within the limits of the sums insured and the terms of Seller's insurance policy. Seller shall supply Buyer with evidence of the extent of Seller's liability insurance on request.

在遵守有约束力的法定要求的前提下，若在卖方保险额度和保险单条款的限度内并由卖方责任保险人支付赔偿的范围内，卖方应对人身伤害和财产损害负责。卖方应买方要求向买方提供证明卖方责任保险范围的证据。

14. Terms of payment

付款条款

Seller drafts the final account immediately after completing the Service. If the Service extends over a longer period of time, Seller issues interim invoices.

卖方将在服务完成后立即结算账目。若服务跨越较长一段时间，卖方将按服务进度出具发票。

For maintenance contracts the respective agreed payment intervals shall apply.

维护保养合同适用另行约定的付款安排。

Buyer's payments are due 14 days after the date of invoice.

买方应在发票日期之后14日之内付款。

All payments are only effective when Seller can dispose of them without reservation.

所有付款仅在卖方可无条件处置款项时才被认为是有效的。

If Buyer is in payment default vis-à-vis Seller, Seller will be entitled to defer performance of Seller's own contractual obligations until Seller has received the overdue payments.

若对于卖方而言买方违反付款义务，卖方有权推迟履行卖方合同义务直至卖方收到迟延款项。

Seller will charge interest for overdue payment at 500 basis points per annum above the one-year Loan Prime Rate announced by the National Interbank Funding Center over the same period, beginning with the due date, for failure to observe agreed payment dates.

对于逾期付款，自逾期之日起，卖方将按照在逾期付款期间由全国银行间同业拆借中心公布的一年期贷款市场报价利率（LPR）上浮5%收取年利息。

If Buyer defaults on due payments and fails to make payment even after a grace period has been set, or if Buyer is otherwise in serious breach of contract, Seller shall be entitled to rescind the Service Agreement and demand compensation.

如果买方不能按时付款并且在设定的宽限期届满后仍然不能付款的，或买方在其他方面严重违约的，则卖方有权解除服务协议并要求赔偿。

15. Confidentiality

保密义务

Buyer shall treat all proprietary, non-public information regarding Seller and Seller's business including without limitation, business information, drawings, designs, technology, know-how, pricing and specifications submitted by Seller (hereinafter referred to as "Confidential Information"), as confidential and shall not disclose them to any third party without Seller's prior written consent or use them for any purpose except where authorized to do so by Seller in writing.

买方应对与卖方及卖方商业有关的所有专有和非公开信息，包括但不限于商业信息、图纸、设计、工艺、技能技巧、卖方提交的价格和规格信息（以下简称“保密信息”）予以保密。未经卖方事先书面同意不得向第三方披露或者以除卖方书面授权以外的任何目的加以利用。

Confidential Information may be disclosed only to Buyer's employees with a "need to know" who are instructed and agree not to disclose or use the Confidential Information for any purpose except as

pertaining to the Service Agreement.

保密信息仅可被披露给“需要知道”的买方雇员，应被告知并且同意不得为与该服务协议规定无关的其他目的披露或使用保密信息。

The obligations of confidentiality hereunder shall survive the expiration or any earlier termination of the Service Agreement.

保密义务在本服务协议期满或提前终止后仍然有效。

16. General provisions

一般条款

16.1 Buyer may only assign claims or other rights from the Service Agreement with Seller's prior written approval.

买方经卖方事先书面同意后可转让服务协议的索赔权或其他权利。

16.2 Any disputes arising from or in connection with the contractual relationship or the execution thereof shall be settled through friendly negotiations. In the event that no settlement can be reached through negotiations, the disputes shall then be submitted for arbitration to the Shanghai International Economic and Trade Arbitration Commission (SIETAC) and shall be finally settled under the effective rules of the SIETAC arbitration at the time of applying for arbitration by three arbitrators appointed in accordance with the said rules. The arbitration shall take place in Shanghai and the arbitration language shall be Chinese. The decision rendered by the SIETAC shall be final and binding upon both parties; neither party shall seek recourse to a court or other authorities for revising the decision. The arbitration fee shall be borne by the losing party.

任何因合同关系及其执行引起或有关的争议应由双方友好协商解决。如协商不成的，则该争议应提交到上海国际经济贸易仲裁委员会（SIETAC）并根据在申请仲裁时适时有效的SIETAC仲裁规则并通过该规则选定的三名仲裁员作出最终的裁决。仲裁地点为上海，仲裁语言为中文。SIETAC作出的仲裁裁决为终决的，对双方均具有约束力，任何一方不得诉诸法院或其他机关寻求救济以改变该仲裁裁决。仲裁费用由败诉方承担。

16.3 The Service Agreement shall be subject to the laws of the People's Republic of China to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

服务协议适用中华人民共和国法律，并排除联合国国际货物销售合同公约（CISG）的适用。

These Service Terms and Conditions are made in English and Chinese. In case of discrepancies between the two language versions, the English version shall prevail.

本服务条款和条件用中文和英文书就，如果两种语言之间存在冲突，则以英文文本为准。

Koerber Technologies (Shanghai) Ltd.

上海柯尔柏工程技术有限公司