

GENERAL TERMS OF DELIVERY 通用交货条款



of Anton Paar (Shanghai) Trading Co., Ltd. 安东帕（上海）商贸有限公司

Room 311, 3rd Floor, Building 1, No. 225 Xikang Road, Jing'an District, Shanghai

上海市静安区西康路 225 号 1 幢 3 楼 311 室

1 Scope 适用范围

- 1.1. Unless otherwise agreed in writing, these General Terms of Delivery ("Terms") shall exclusively govern all sales and deliveries made by Anton Paar (Shanghai) Trading Co., Ltd. ("Anton Paar"). If the Buyer is a consumer in the meaning of the applicable laws, Anton Paar's terms of delivery for consumers apply.

除非另有书面约定，下述通用交货条款（“条款”）将排他地适用于安东帕（上海）商贸有限公司（“安东帕”）的所有销售和交货行为。如果买方是适用法律意义上的消费者，则 Anton Paar 的消费者交货条款适用。

- 1.2. Any deviation from these Terms is only valid and binding, if it is expressly agreed in writing by Anton Paar. Buyer's general terms of purchase or any similar unilateral terms of Buyer do not become part of the contract, even if they are referred to or contained in an order accepted by Anton Paar.

任何与该等条款相左的内容，仅在经安东帕明确书面同意方为有效并具有约束力。买方的通用采购条款或买方的任何类似单边条款，即便安东帕接受的订单中有所提及或囊括在其中，亦不构成合同的一部分。

2 Conclusion of contract 合同的订立

- 2.1. Anton Paar's quotations are estimates without legal implications. No rights can be derived from statements or pictures appearing in catalogues, websites, folders, promotional literature and the like. Oral statements are binding only if confirmed by Anton Paar in writing.

安东帕的报价仅为估价，不产生法律后果。任何来源于商品目录、网站、资料夹、宣传刊物和类似文件中的陈述或图片不构成任何权利。口头陈述经安东帕书面确认方有约束力。

- 2.2. When the Buyer wishes to place an order for Anton Paar's goods ("Goods"), software ("Software") or services ("Services"), it shall submit an order form to Anton Paar. Such order shall be treated as an offer by the Buyer to contract with Anton Paar, but shall not be binding on Anton Paar until accepted in accordance with clause 2.3.

若买方有意订购安东帕的货物、软件或服务，其应向安东帕提交订单。该订单应被视为买方与安东帕订立合同的要约，直至安东帕按照第 2.3 款规定给与承诺后方具有约束力。

- 2.3. If Anton Paar, at its discretion, accepts the Buyer's order, it shall issue an order confirmation to the Buyer. The contract is concluded upon the issuance of such order confirmation or conclusively (by means of Anton Paar's performance). Oral or

written statements shall only be binding, if expressly confirmed in the order confirmation.

如果安东帕自行决定接受买方的订单，则应向买方出具订单确认。合同于安东帕出具订单确认或安东帕实际履行时缔结。口头或书面声明仅于订单确认中明确确认后方有约束力。

- 2.4. Amendments of or additions to the contract require Anton Paar's written consent. Orders, order confirmations as well as amendments to them and other written confirmations are also valid if submitted electronically.

对合同作出的修订或增补需经安东帕书面同意。以电子形式提交的订单、订单确认及其修订及其他书面确认同样有效。

3 Prices 价格

- 3.1. Unless separately stated by Anton Paar, prices only cover the Goods and/or Services, including standard packaging, and are calculated EXW Anton Paar (Incoterms 2020), excluding freight, insurance, value added tax or any other applicable sales tax, customs, import or other duties levied in respect of delivery, unloading and subsequent handling.

除非 Anton Paar 另有说明，价格仅涵盖货物和/或服务的安东帕工厂交货价（《2020 年国际贸易术语解释通则》），包括标准包装，但不包括运费、保险、增值税或任何其他适用销售税、关税、进口税或其他针对交货、卸货和后续处理费用。

- 3.2. If applicable according to the agreed delivery term (Incoterms 2020), these costs, expenses and charges will be invoiced to Buyer separately. Packaging materials will be taken back only by express agreement and in any case, at the Buyer's risk and cost.

如果根据约定的交货条件（《2020 年国际贸易术语解释通则》）适用，则安东帕将另行就该等成本、费用和收费向买方开具发票。包装材料仅于双方明确同意的情况下回收，回收的风险和费用在任何情况下均由买方承担。

- 3.3. Prices are based on the time of the first quotation. In the event that the costs have increased by the time of delivery or if the order placed is not in accordance with the quotation, Anton Paar reserves the right to adjust prices accordingly.

价格以首次报价的时间为基础。如果交货时成本增加或订单未按报价下达，则安东帕保留相应调整价格的权利。

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4 Payment 付款

- 4.1. Unless agreed otherwise for a specific contract, the Buyer shall effect 100% of the payment to Anton Paar in advance. Payments shall be made in CNY by bank transfer to one of Anton Paar's bank accounts free of charges for Anton Paar.

除非特定合同另有约定，否则买方应提前预付全额货款。买方应通过银行转账人民币向安东帕的特定银行账户付款，且安东帕无需承担相关的手续费。

- 4.2. If the Buyer fails to make any payment to Anton Paar by the due date, Anton Paar may without prejudice to its other rights

若买方未在截止日期前向安东帕支付任何款项，则安东帕可在不损害其他权利的情况下

- a) charge interest on the overdue amount at the rate of 12% per year, such interest accruing on a daily basis from the due date until the date of actual payment of the overdue amount; and/or

逾期金额按每年 12% 的利率计息，自到期日起按日计息，直至实际支付逾期金额之日止；及/或

- b) suspend performance of its obligations, without any liability to the Buyer for such delay, until full payment has been made; and/or

暂停履行其义务，且无需因该等迟延向买方承担任何责任，直至买方全额付款为止；及/或

- c) claim compensation from the Buyer for all costs and expenses arising from the delay in payment prior to legal action.

要求买方赔偿法律诉讼前其因买方迟延付款而导致的所有成本和费用。

- 4.3. If at any time prior to shipment of the Goods or the performance of Services the appropriate credit worthiness of the customer does not meet Anton Paar's requirements, Anton Paar reserves the right to

- a) change payment terms; and/or
b) delay shipment; and/or
c) require full or partial advance payment, and/or
d) cancel all or any part of the order.

4.3. 如果在货物装运或提供服务之前的任何时候，客户的适当信用不符合 Anton Paar 的要求，Anton Paar 有权

- a) 变更付款条件；和/或
b) 延迟装运；和/或
c) 要求全额或部分预付款，和/或
d) 取消订单的全部或任何部分。

- 4.4. Title to the Goods will pass to the Buyer upon the date of delivery, provided all outstanding sums owed by the Buyer to Anton Paar have been fully paid by then; otherwise title is retained by Anton Paar until all due sums are fully paid. In case of a resale of a Good for which Anton Paar retains title, the Buyer assigns his claim out the resale, to Anton Paar to secure Anton Paar's rights, even if the Good is processed, transformed or combined with other commodities.

货物的所有权将于交货之日转移至买方，但所有权转移的前提是买方已付清其欠付安东帕的所有款项；否则，安东帕可保留产品所有权，直至买方付清所有到期款项为止。如果安东帕保留所有权的货物发生转售，即便产品已经处理、转移或与其他商品结合，买方亦向安东帕转让其对转售货物的请求权，以担保安东帕的权利。

- 4.5. The Buyer may not withhold or retain payments or other obligations or offset them against any amount due to Anton Paar.

买方不得扣留或保留付款或其他义务或冲抵其欠付安东帕的任何款项。

5 Delivery 交货

- 5.1. Unless agreed otherwise, the Goods will be provided EXW Anton Paar (Incoterms 2020) and risk of loss of the Goods will pass to the Buyer upon such delivery point.

除非另有约定，货物将于安东帕工厂交货（《2020 年国际贸易术语解释通则》），货物灭失风险将于该交货时点转移至买方。

- 5.2. Delivery or performance dates in relation to the supply of Goods are approximate only. Unless otherwise expressly stated by Anton Paar, time is not of the essence for delivery of the Goods and Anton Paar will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date.

与货物供应相关的交货或履约日期仅为大致日期。除非安东帕另有明确说明，否则时间因素并非交付货物的关键，安东帕无需承担因未满足交货日期而发生的任何损失、损坏、处罚或费用。

- 5.3. The actual delivery time or the time of performance of Services will depend on the fulfillment of the preliminary conditions and shall start at the latest of the following dates:

实际交货日期或服务履行时间取决于初步条件的满足，但应于下述日期中最迟的日期开始：

- a) the date of order confirmation by Anton Paar;
安东帕出具订单确认之日；

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- b) the date of fulfillment by Buyer of all the conditions, technical, commercial and other, for which he is responsible;

买方满足其应负责的所有技术条件、商业条件和其他条件之日；

- c) the date of receipt by Anton Paar of a deposit or security or full payment due before delivery of the goods in question.

安东帕在交付有关货物之前收到应付定金或押金或全额货款。

- 5.4. Buyer shall obtain whatever licenses or approvals may be required from authorities or third parties for the construction of plant and equipment. If the granting of such licenses or approvals is delayed for any reason, the delivery period shall be extended accordingly.

买方应从有关政府部门或第三方处获得为建设工厂和设备所需的任何许可或批准。若该等许可或批准的授予因任何原因迟延，则交货期应相应延展。

- 5.5. Anton Paar may carry out, and charge Buyer for, partial or advance deliveries. If delivery on call is agreed upon, the commodity shall be deemed called off at the latest one year after the order was placed.

安东帕可部分交货或提前交货，相关费用由买方承担。若双方约定根据买方通知交货，则商品最迟于订单下达后一年视为取消。

- 5.6. Anton Paar shall not be deemed as being in breach of a contract nor liable for any failure or delay in performance of any of its obligations and the delivery time shall be extended accordingly in case of unforeseeable circumstances or circumstances beyond the parties' control, which impede compliance with the agreed delivery time, including but not limited to fire, flood, earthquake, windstorm or other natural disaster, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; labor disputes; voluntary or mandatory compliance with any law; accidental damage; loss at sea; adverse weather conditions; shortage of raw materials; loss of major suppliers; interruption or failure of utility service, including but not limited to electric power, gas or water, delays in transport or customs clearance, damages in transit; regardless if they affect Anton Paar or any of its subcontractors.

安东帕因不可预见的情况或超出双方控制的情况而无法履行约定交货时间的，不视为违反合同，亦无需就未履行或迟延履行其任何义务承担任何责任，且交货时间应相应延展，该等情况包括但不限于火

灾、洪水、地震、风暴或其他自然灾害、战争、战争威胁或准备、武装冲突、实施制裁、禁运、外交关系中断或类似行动；恐怖袭击、内战、民间骚乱或暴动；核、化学或生物污染或音爆；劳资纠纷；自愿或强制遵守任何法律；意外损坏；海上损失；恶劣的天气条件；原料短缺；失去主要供应商；公用事业服务中断或失效、包括但不限于电力、燃气或水、运输或清关延误、运输途中的损坏，无论该情况是否影响到安东帕或其任何分包商。

6 Warranty 质保

- 6.1. For the period of thirty-six months from the delivery, Anton Paar warrants that the delivered Instrument as defined below a) conforms to the specifications provided by Anton Paar; and b) is free from latent or patent defects in material or workmanship that impede the use of the Instrument as specified by Anton Paar, provided all mandatory maintenance in accordance with the Instrument's manual, if any, has been performed by Anton Paar or a representative authorized in writing by Anton Paar and subject to the provisions of 10.2 An Instrument ("Instrument") means a new instrument and all its accessories purchased from Anton Paar. Custom tailored solutions are explicitly excluded. The warranty will immediately lapse if mandatory maintenance is not performed according to the provisions of this clause.

安东帕对仪器在交付后 36 个月内提供质保，定义如下： a) 符合安东帕提供的规格； b) 在材料或工艺上没有潜在或显著的缺陷妨碍安东帕规定的产品使用，如果仪器使用手册上有强制维保要求的，必须由安东帕或安东帕书面授权的代表进行维护，受条款 10.2 规定的限制。一台仪器（“仪器”）是指从安东帕购买的新仪器及其所有附件。定制解决方案的仪器被明确排除在外。如果仪器没有按照本条款的规定进行强制维护，则该质保将立即失效。

- 6.2. If a Good is found to be defective during the warranty period, Anton Paar shall remedy such deficiency, at its option and its cost, by the repair or replacement of the defective Good at the Buyer's or Anton Paar's premises or an adequate reduction in price. The warranty period for the repaired or replaced Good shall run for the remainder of the initial warranty period. Any and all other costs and/or expenses, including but not limited to shipping, travel costs and accommodation costs shall be borne by the Buyer. For warranty work on the Buyer's premises, the Buyer shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of Anton Paar.

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如果在质保期内发现任何货物存在瑕疵，则安东帕应自行选择、自担成本通过在买方或安东帕的经营场所修理或更换瑕疵货物或适当降价的方式予以弥补。经修理或更换的货物的质保期为原质保期的剩余时间。任何和所有其他成本和/或费用，包括但不限于运费、差旅费和食宿费，应由买方承担。对于在买方经营场所开展的质保工作，买方应免费提供任何协助、升降装置、脚手架和杂项物品以及可能需要的杂物。被更换的部件归安东帕所有。

- 6.3. Unless otherwise agreed in writing, any warranty by Anton Paar shall be to the Buyer only and may not be transferred or assigned to any third party.

除非另有书面约定，安东帕的任何保证应仅对买方有效，不得转让或转移给任何第三方。

- 6.4. This warranty shall be in lieu of all statutory warranty provisions. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for a specific purpose (whether statutory or otherwise) other than those expressly set out in these Terms are excluded to the fullest extent permitted by law.

该质保条款应取代所有法定质保条款。除该条款中明确规定外，安东帕在法律允许的最大范围内排除所有其他与质量、状况、描述、符合样品或适用性相关（无论法定或其他）的保证或条件（无论明示或默示）。

- 6.5. All other Goods delivered by Anton Paar are covered by the statutory warranty for a period of twelve (12) months.

Anton Paar 交付的所有其他货物适用于法定保修期限，保修期为十二（12）个月。

- 6.6. Anton Paar shall not be liable for a defect in the Goods or Services unless the defect is notified to Anton Paar within 10 days from the date of delivery, or if the defect would not be apparent on reasonable inspection, within the long stop warranty period of thirty-six months from the date of the delivery.

除非买方在交货日期后 10 日内（若无法通过合理检查明显发现瑕疵，则于交货日期后 36 个月质保期内）通知瑕疵，否则安东帕无需就货物和/或服务的瑕疵承担责任。

- 6.7. If a Good is manufactured by Anton Paar on the basis of design data, design drawings, models or other specifications provided by the Buyer, Anton Paar's warranty obligation is limited to the compliance with the Buyer's specifications and does in no event extend to material supplied by the Buyer.

如果安东帕基于买方提供的设计数据、设计图纸、模型或其他规格生产任何货物，则安东帕的质保义务限于遵循买方的规格，任何情况下均不延伸至买方提供的材料。

- 6.8. Unless stated otherwise in writing, Anton Paar accepts no warranty for the sale of used Goods or spare parts that are not installed by Anton Paar or a representative authorized by Anton Paar in writing.

除非另有书面说明，对于未由 Anton Paar 或其书面授权代表安装的二手商品或备件，Anton Paar 不做任何保证。

7 Cancellation 解约

- 7.1. Unless expressly agreed otherwise, the Buyer may only cancel a contract for the purchase of Goods, if the delivery of the Goods has been delayed due to Anton Paar's gross culpability and the reasonable grace period set by the Buyer has expired. The cancellation shall be submitted by registered mail only. All rendered deliveries, performed Services (as defined below) and preparation acts will be invoiced to the Buyer accordingly.

除非另有明确约定，买方仅可在安东帕因严重过失导致交货迟延且买方设定的合理宽限期届满的情况下解除购买商品的合同。买方仅可通过挂号邮件解除合同。安东帕会就其已交付货物、已提供服务（见下文定义）和已完成的准备工作向买方开具相应的发票。

- 7.2. Irrespective of its other rights, Anton Paar may cancel, in whole or in part, a contract for the purchase of Goods or Services without any liability to the Buyer, if a) the delivery of the Goods or performance of the Services is rendered impossible or delayed despite setting a reasonable grace period due to reasons attributable to the Buyer; b) concerns about the Buyer's solvency emerge and the Buyer, upon Anton Paar's request, does not make an advance payment or post an adequate bond prior to delivery, c) the Buyer is or becomes insolvent, or d) the delivery is delayed due to reasons set out in clause 5.6 for more than six months.

不考虑其他权利，安东帕可在下述情况下整体或部分取消购买货物或服务的合同，且无需因此向买方承担任何责任：a) 因买方原因导致其无法或迟延交付产品或提供服务，且合理宽限期届满后仍然如此，b) 出现对买方偿付能力的担忧，且买方经安东帕请求仍未提前付款或在交货前交足全额保证金，c) 买方破产或濒临破产，或 d) 因第 5.6 款列明的原因导致交货迟延六个月以上。

- 7.3. Other consequences of the cancellation are excluded.

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排除其他解约的后果。

8 Service, maintenance and repair 服务、维护和维修

8.1. These Terms apply mutatis mutandis to all orders for the performance of service, maintenance and repair, unless otherwise stated herein.

除非本条款另有说明，否则该等条款应变通适用于所有服务、维护和维修订单。

8.2. The Buyer shall, at Anton Paar's discretion, make available the Goods at its premises or return them to Anton Paar's premises at Buyer's cost and risk for performance of the Services.

买方应自担费用和风险（由安东帕自行选择）在其经营场所提供或向安东帕的经营场所退回货物，以接受服务的履行。

8.3. Anton Paar will, upon request and at Buyer's cost, provide a quotation for the estimated costs of the Services subject to clause 2.1.

经买方请求并在买方承担费用的情况下，安东帕将按照第 2.1 条提供服务预估费用报价。

8.4. Anton Paar is entitled to transfer all rights and obligations regarding Services to third parties.

安东帕有权将与服务有关的所有权利和义务转让给第三方。

8.5. All Services on site are carried out exclusively during the business hours of Anton Paar.

所有现场服务仅在安东帕的正式工作时间之内进行。

8.6. Anton Paar may provide Services to the Buyer remotely, including by means of telephone or over the internet and may ask Buyer to install on the Buyer systems a remote access software. For the use of remote maintenance, enabling access to the necessary systems of the customer is a prerequisite.

Anton Paar 可通过电话或互联网等方式向买方远程提供服务，并可要求买方在买方系统上安装远程访问软件。对于远程维护的使用，允许访问客户的必要系统是先决条件。

8.7. If, upon arrival of the engineer, it is impossible to carry out the Services, or the Goods are not at the revision level specified by Anton Paar, the resulting costs will be charged in accordance with Anton Paar's current rates, unless the Buyer has informed Anton Paar of the impossibility of carrying out the work at least one week before the date. The Buyer shall also be separately invoiced for any waiting times of 30 minutes or longer caused by the Buyer, e.g. due to increased registration times due

to safety instructions or the absence of the contact person.

如果工程师抵达现场后无法开展服务或者货物不在 Anton Paar 指定的修订级别，安东帕将按照现行费率收取由此产生的费用，除非买方至少提前一周告知工作无法开展。买方同样需要为因为买方原因导致的 30 分钟及更长等待时间单独支付费用，例如因为安全规章登记或者因为联系人不在场额外产生的时间。

8.8. The Buyer is obligated to give free and safe access to the Goods so that the engineer can carry out the necessary Services unhindered. During the Services, the Buyer shall provide any skilled and/or authorized personnel who may be required to enable the carrying out of the maintenance work.

工程师对仪器提供服务操作时，买方应当给予充分的自由度和安全保障，以便工程师能够不受阻碍地开展必要的服务。在服务期间，买方应提供维护工作所需的熟练操作人员 and/或经授权人员配合工程师的工作。

8.9. If, while carrying out Service orders, Anton Paar finds the Goods to be in improper condition, Anton Paar may perform all Services Anton Paar deems required to restore and/or maintain the proper condition of the Goods in question without having to obtain the Buyer's prior consent. All additional Services performed will be invoiced to the Buyer at cost according to the current tariffs, unless such Services are covered by Anton Paar's warranty obligations according to clause 6.

在履行服务订单时，如果安东帕发现货物处于异常状态，可执行其认为恢复和/或维护问题货物正常状态所需的所有服务，无需事先征得买方同意。就所有提供的额外服务，安东帕将按照现行费率向买方收取费用，只有第 6 条安东帕质保义务中涵盖的服务除外。

8.10. The place of performance shall be the place at which the Service is rendered. Risk in respect of Services passes to the Buyer upon performance of the Services.

履行地点应为安东帕提供服务的地点。与服务相关的风险自服务提供后转移至买方。

8.11. Should Anton Paar be unable to carry out the Services on the agreed date due to demonstrable reasons such as mobilization, war, revolt, strike, lockout, pandemics or any other reasons for which Anton Paar cannot be made liable or that is beyond its control as accepted by general legal principles of "Force Majeure", a suitable new date for the work is to be agreed between the two parties.

如果由于政治运动、战争、叛乱、罢工、封锁、流行病等安东帕无法承担负责的原因，或者由于不可

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抗力一般法律原则下超出其可控范围的原因，安东帕无法在约定日期提供服务，双方应当重新约定合适的服务时间。

8.12. For warranty claims related to Service(s) provided by Anton Paar, a period of three (3) months applies for making such claims. If the problem is not related to the provided Services, the repair is not covered by the warranty and will be charged according to the currently valid rates.

与 Anton Paar 提供的服务相关的保修索赔，提出索赔的期限为三（3）个月。如果问题与所提供的服务无关，则维修不在保修范围内，将根据当前有效费率收费。

9 Software 软件

9.1. Software provided by Anton Paar or its licensors shall not become the property of the Buyer. All use of Software is subject to Anton Paar's licensing terms.

Anton Paar 或其许可方提供的软件不应成为买方的财产。软件的所有使用均须遵守 Anton Paar 的许可条款。

9.2. Except where entitled to do so by law, the Buyer may not copy or modify or disclose Software to a third party without Anton Paar's written consent.

除法律允许，否则未经 Anton Paar 书面同意，买方不得复制、修改或向第三方披露软件。

9.3. With the transmission of the license key a cancellation is excluded in any case.

在传输许可证密钥的情况下，在任何情况下都不包括取消。

10 Limitation of liability 责任限制

10.1. Outside the scope of the product liability, Anton Paar shall be liable only if the damage in question is proved to be due to intentional acts or acts of gross negligence, within the limits of statutory provisions. Anton Paar shall not be liable for damage due to acts of ordinary negligence.

在产品责任范围以外，安东帕仅需在相关损害被证明源自其故意行为或重大过失疏忽行为时在法律规定范围内承担责任。安东帕无需就因一般过失行为造成的损害承担责任。

10.2. Anton Paar shall not be liable for and disclaims all warranty obligations for any damages or losses arising from the Buyer's (or any third party's) subsequent use or misuse of the Goods and/or Services including, without limitation

安东帕无需就因买方（或任何第三方）后续使用或不当使用货物和/或服务而引发的任何损害或损失承担责任，并拒绝就任何该等损害或损失承担担保义务，该等使用包括但不限于

a) fair wear and tear;

正常磨损；

b) abnormal working or operating conditions beyond those referred to in the Good specification, including atmospheric discharges, excess voltage and chemical influences;

不正常作业或操作条件超出货物规范中提及的条件，包括大气放电、超额电压和化学影响；

c) the Buyer's (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow Anton Paar's instructions as to use of the Goods;

买方（或任何最终用户）或其代理商或雇员的疏忽或故意不当行为，或未遵循安东帕关于货物使用的指示；

d) assembly, installation, modification, alteration, service or repair work not undertaken by Anton Paar or a representative authorized by Anton Paar in writing; and

非由安东帕或安东帕以书面形式授权的代表开展的组装、安装、改装、修改、服务或维修工作；及

e) compliance or non-compliance with third party licensing requirements.

遵守或不遵守第三方许可要求。

10.3. Anton Paar's liability for any and all claims, whether based on contract, statute, indemnity or otherwise, arising out of or in connection with a contract subject to these Terms are limited in their aggregate total to the value of the respective order. Any claims exceeding this limitation of liability are expressly excluded.

安东帕就因本条款而订立的合同而引起或与本协议相关的任何和所有请求（无论基于合同、法规、赔偿或其他理论）承担的责任总额限于相应订单金额。明确排除任何超出该责任限制的请求。

10.4. As far as permitted by the applicable law, Anton Paar shall not be liable to the Buyer for (i) any indirect, special, consequential, incidental or punitive loss or damage; or (ii) loss of data or other equipment or property; or (iii) economic loss or damage; or (iv) incurring of liability for loss or damage of any nature whatsoever suffered by third parties, including in each case incidental and punitive damages; or (v) any loss of actual or anticipated profit, interest, revenue, anticipated savings or business or damage to goodwill in connection with or arising out of an order.

在适用法律允许的范围内，在任何情况下，安东帕均无需向买方承担 (i) 任何间接的、特殊的、继发性的、附带的或惩罚性的损失或损害；或 (ii) 数据或其他设备或财产的损失；或 (iii) 经济损失或损害；

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或 (iv) 第三方遭受的任何性质的损失或损害，包括附带和惩罚性的损害；或 (v) 与订单相关或因订单引起的任何实际或预期的利润、利息、收入、预期储蓄、业务或商誉的损失。

- 10.5. Subject to the preceding subparagraphs of this section 10 and the limitations of liability set out herein, any and all claims that may arise out of or in connection with an order shall, to the extent legally possible, be dealt with in accordance with the respective liability insurance coverage policy of the parties.

受制于本第 10 条前述各段规定以及本条款规定的责任限制，在法律允许的范围内，任何和所有因订单引起或与订单相关的请求应按照双方相应责任保险政策进行处理。

11 Statute of limitations 诉讼时效

- 11.1. The Buyer's right to redress for all claims against Anton Paar arising out of the Buyer's warranty obligations to a customer further to a resale of the Goods is excluded. Where the exclusion of the redress is prohibited by mandatorily applicable law, the right to redress is limited by the warranty period provided under clause 6.1.

买方不得将其因对客户承担的质保义务而对安东帕享有的追偿权延伸至转售货物。如果强制适用法律禁止排除追偿权，则追偿权受第 6.1 款规定的质保期限制。

- 11.2. All other claims must be brought before the competent institution for settlement of dispute by the Buyer within the statute of limitations as stipulated by applicable law.

买方必须在适用法律规定的诉讼时效内向有管辖权的争议解决机构提起所有其他请求。

12 Intellectual property rights 知识产权

- 12.1. No rights in relation to Anton Paar's existing or future intellectual property rights (which include copyright, database rights, topography rights, design rights, trade marks, patents, domain names and any other intellectual property rights of a similar nature, whether or not registered, subsisting anywhere in the world in or associated with its Goods) are granted or conferred to the Buyer.

该等条款未向买方授予或赋予任何与安东帕现有或未来知识产权相关的权利（包括世界任何地方存在于其货物之中或与货物相关的著作权、数据库权利、布局设计权、设计权、商标、专利、域名和任何其他类似性质的知识产权，无论是否注册）。

- 12.2. The Buyer shall indemnify and hold harmless Anton Paar from any claims, damages or losses

arising out of or in connection with any infringement of industrial property rights of any design data, design drawings, models or other specifications provided by the Buyer.

买方应赔偿并确保安东帕免受因侵犯买方所提供任何设计数据、设计图纸、模型或其他规格的工业产权而引起或与之相关的任何主张、损害或损失。

13 Export control regulations 出口管制法规

- 13.1. The Buyer acknowledges and agrees that any delivery made by Anton Paar is subject to and the Buyer is obliged to comply with all applicable export control regulations.

买方确认并同意，安东帕的任何交货均受所有适用出口管制法规约束，且买方有义务遵守所有适用出口管制法规。

- 13.2. The Buyer may not resell, (re)export or otherwise transfer any Goods of Anton Paar in violation of applicable export control regulations and shall be liable to and keep indemnified and hold harmless Anton Paar from any claim arising out of the breach of this provision.

买方不得违反适用出口管制法规转售、（再）出口或通过其他方式转移安东帕的任何货物，其有义务并应赔偿和确保安东帕免受任何因违反本条规定而引发的索赔。

14 Compliance 遵守法律

- 14.1. The Buyer agrees to comply with all applicable laws, statutes, regulations, codes and other legal requirements, including without limitation, health, safety, security and environment, anti-corruption and anti-bribery.

买方同意遵守所有适用法律、法令、法规、规范和其他法律要求，包括但不限于与健康、安全和环境、反腐败和反贿赂相关的法律要求。

- 14.2. The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Goods that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or to sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 8g of Council Regulation (EC) No 765/2006 and Buyer shall undertake its best efforts to ensure that the purpose of this clause is not frustrated by any third parties further down the commercial chain, including by possible resellers.

买方不得直接或间接向俄罗斯联邦出售、出口或再出口或在俄罗斯联邦使用任何属于第 833/2014 号

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理事会条例（欧盟）第 12g 条范围内的货物，或直接或间接地向白俄罗斯出售、出口、再出口或为在白俄罗斯使用根据本协议或与本协议有关的属于第 765/2006 号理事会条例第 8g 条范围内供应的任何货物。。买方应尽最大努力确保商业链下游的任何第三方(包括可能的经销商)不会阻碍本条款的目的。

15 Applicable law and jurisdiction 管辖法和管辖权

15.1. The contract is subject to the law of People's Republic of China excluding its conflict of laws provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.

合同受中华人民共和国法律管辖，但其法律冲突规定除外。《联合国国际贸易销售合同公约》不予适用。

15.2.

All disputes arising out of or in connection with the present contract shall be exclusively brought before the competent courts in Shanghai.

Except for the matters under dispute, the parties shall continue to exercise their remaining respective rights, and fulfill their remaining respective obligations, under the Terms and/or contract.

发生任何争议时以及就任何争议进行仲裁时，除争议事项外，双方应继续行使其各自在本条款和/或合同项下的其他权利并履行其各自在本条款和/或合同项下的其他义务。

16 Miscellaneous 其他规定

16.1. If a provision of these Terms is or becomes ineffective, invalid or unenforceable, the other provisions of these Terms shall remain unaffected. The ineffective, invalid or unenforceable provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the commercial intention of the invalid, illegal or unenforceable term or provision.

如果该等条款的任何条文无效、失效或不可强制执行，则其他条文不受影响。无效、失效或不可强制执行的条文应被视为由有效、可强制执行且最接近无效、非法或不可强制执行条款或条文之商业意图的条款或条文所替代。

16.2. The Buyer shall keep in strict confidence all information, including quotations, tender documents and the like, obtained in the course of its relationship with Anton Paar and shall immediately return any information to Anton Paar upon request or in case the Buyer does not place the respective order with Anton Paar.

买方应对其在与安东帕往来过程中获得的所有信息严格保密，包括报价单、招标文件等类似文件，若安东帕提出请求或买方未向安东帕下达相应的订单，则买方应立即向安东帕返还任何信息。

16.3. The Buyer may not assign its rights and obligations arising out of or in connection with an order to any third party without Anton Paar's prior written consent.

未经安东帕事先书面同意，买方不得将其因订单产生或与订单有关的权利和义务转让给任何第三方。