

Terms of Online Purchase & Delivery

在线购买和交付条款

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

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PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR WEBSITE. BY USING OUR WEBSITE AND PURCHASING ON THE WEBSITE, YOU EXPRESSLY AGREE TO BE BOUND BY THIS DOCUMENT.

在使用本网站之前请仔细阅读通下列条款。使用本网站并在线购买，即表示您明确同意受本文档约束。

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ABOUT US – TERMS OF USE

关于我们 – 使用条款

1 Application of this Agreement, registration

本协议适用范围、注册

- 1.1 The terms of online purchase and delivery - set out in this document (this “Agreement”) apply to the use of our website (www.anton-paar.com/shop.anton-paar.com; www.anton-paar.cn/shop.anton-paar.cn) and all online purchase orders made on it. Before you can make an order on our website, you must open the shop account by registering on our website.

本文件（以下简称“本协议”）中规定的网上购买和交货条款适用于我们网站（www.anton-paar.com/shop.anton-paar.com；www.anton-paar.cn/shop.anton-paar.cn）的使用以及其所有采购订单。您必须先在我们网站上注册开设购物账户，才能在我们网站下单购买。

- 1.2 By accessing our website and by registering and using your shop account, you (i) warrant that all the data entered is true, complete and correct; and (ii) confirm that you have carefully read and understood this Agreement and that you **AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS TO THE EXCLUSION OF ANY OTHER TERMS OR CONDITIONS**. You agree that you will use our website for lawful purposes only and in accordance with this Agreement.

在您访问我们网站并注册和使用购物帐户时，您应（i）保证输入的所有数据真实、完整和正确；以及（ii）确认您已仔细阅读并理解本协议，并**同意受其条款和条件约束，排除任何其他条款或条件**。您同意仅出于合法目的并按照本协议使用我们的网站。

- 1.3 You can save or print this Agreement. However, please note that your saved or printed version applies only to online purchases you make at that time. We may at any time and in our sole discretion change this Agreement. You are therefore required to always check for the latest version of this Agreement applying to your new online purchase order before you make your new online purchase order. (To assist you with this, you can check and compare the document date of the document you have with the document then available.) You find the latest version at www.anton-paar.com/corp-en/terms-and-conditions/.

您可以保存或打印本协议。但请注意，您保存或打印的版本仅适用于您当时进行的网上购买。我们可随时酌情决定更改本协议。因此，在发出新的网上采购订单之前，您需要始终检查本协议的最新版本是否适用于您的新采购订单。（为此，您可以核对并比较您的现有文档与当时可用文档的日期。）您可以访问 www.anton-paar.com/corp-en/terms-and-conditions/ 获取本文件的最新版本。

- 1.4 In addition to these Terms of Online Purchase & Delivery, the AP Connect End User License Agreement (“**EULA**”) regarding the software use of AP Connect shall apply. You also accept this license agreement before you place your order for the AP Connect software.

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除上述网上购买和交货条款外，也应适用关于使用 AP Connect 软件的 AP Connect 最终用户许可协议（以下简称“[EULA](#)”）。在下单订购 AP Connect 软件之前，您也应接受此许可协议。

- 1.5 When registering for your shop account, you will be asked to enter details about you and a password. You agree to supply complete and updated information and agree to accept full responsibility for all activities occurring under your shop account. You must keep your shop account details and your password confidential. By registering as a *Customer*, you further represent and warrant that:

在注册您的购物帐户时，系统会要求您输入您的详细信息和密码。您同意提供完整和更新的信息，并同意对您购物帐户下发生的所有活动承担全部责任。您须对您购物帐户的详细信息和密码保密。注册成为客户时，您进一步声明并保证：

- 1.5.1 you are permitted by the laws of your country to enter into this Agreement and to purchase the product(s); and

贵国法律允许您签订本协议并购买产品；以及

- 1.5.2 by registering as a business customer your employees, officers, and/or agents accessing our website are duly authorized to do so and to legally bind you to this Agreement.

通过注册为企业客户，您的员工、高级职员和/或代理人被正式授权访问我们网站，并在法律上约束您遵守本协议。

- 1.6 We may at any time and at our sole discretion refuse service, terminate account(s), or reject or cancel orders, if we have not accepted them yet.

如果我们尚未接受订单，我们可以随时自行决定拒绝服务、终止账户、拒绝或取消订单。

2 About us

关于我们

- 2.1 We are Anton Paar (Shanghai) Trading Co., Ltd., registration number 913100007872455615, a limited liability company with its registered office at Room 409, 4 Floor, 3 Building, 225 Xikang Road, Shanghai, and place of business at 11 Floor, 2 Building, High-Tec Oasis Park, 2570 Hechuan Road, Shanghai. You can contact us:

我们是安东帕（上海）商贸有限公司，注册号 913100007872455615，是一家有限责任公司，注册地址位于上海市西康路 225 号 3 幢 4 楼 409 室，营业地点位于上海市合川路 2570 号科技绿洲 2 号楼 11 楼。您可以通过以下联系方式联系我们：

- 2.1.1 By email at: shop.cn@anton-paar.com

电子邮箱: shop.cn@anton-paar.com

- 2.2 By telephone on: +86 400 820 2259

电话: +86 400 820 2259

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- 2.3 The use of our published postal addresses, telephone or fax numbers and email addresses for marketing purposes is prohibited; offenders sending unwanted spam messages will be punished.
禁止将我们公布的邮寄地址、电话或传真号码以及电子邮箱地址用于营销目的；违规发送不需要的垃圾邮件将受到惩罚。

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CONTENT OF THIS WEBSITE

本网站内容

3 Content

内容

- 3.1 For information on the goods you intend to purchase, please refer to the particulars provided on our website. Other descriptions or statements (whether they are made in writing or verbally, and whether they are contained in brochures, catalogues, or elsewhere) are only binding if we expressly state so in writing.

有关您打算购买的商品信息，请参阅我们网站上提供的详细信息。其他描述或声明（无论是书面还是口头，无论是否包含在手册、目录或其他资料中）只有在我们明确书面声明的情况下才具有约束力。

- 3.2 We reserve the right not to be responsible for the topicality, correctness, completeness or quality of the information provided. Liability claims regarding damage caused by the use of any information provided, including any kind of information which is incomplete or incorrect, will therefore be rejected. All offers are non-binding and without obligation. We may remove or edit content from the website, extend, change or partly or completely delete parts of the pages or the complete publication including all offers and information without prior announcement.

我们保留不对所提供信息的时事性、正确性、完整性或质量负责的权利。因此，我们拒绝接受对于因使用所提供的任何信息（包括任何不完整或不正确的信息）而造成损害的索赔。所有特价均不具有约束力，也不会产生任何义务。我们可在不事先另行通知的情况下删除或编辑网站内容、扩展、更改或部分或完全删除部分页面或完整出版物，包括所有特价和信息。

4 Copyright and other intellectual property right

版权和其他知识产权

- 4.1 Our website content and any other content you find on our website (including for example this Agreement, text, design, graphics, drawings, photos and software, technical specifications as well as samples, catalogues, prospectuses, pictures) is subject to copyright and other intellectual property rights held by us as owner or licensee.

我们网站的内容以及您在我们网站上发现的任何其他内容（包括本协议、文本、设计、图形、图纸、照片和软件、技术规范以及样品、目录、内容介绍、图片）均受我们作为所有者或被许可人所持有的版权和其他知识产权的约束。

- 4.2 Any duplication or use of any website or website content or parts thereof, whether or not expressly marked with a copyright notice, in other electronic or printed publications requires our prior written consent.

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在其他电子或印刷出版物中复制或使用任何网站或网站内容或其任何部分，无论是否明确标有版权声明，均需我们事先书面同意。

5 Referrals and links

推荐和链接

- 5.1 We (including our directors, employees, agents, representatives, successors and assigns) are not responsible for any contents linked or referred to from our pages unless we have full knowledge of illegal contents and would be able to prevent the visitors of our site from viewing those pages. The author and/or holder of the respective linked or referred page is solely responsible and liable for any damages whatsoever arising out of or related to access to or use of the linked or referred pages. This disclaimer is to be regarded as part of the internet publication which you were referred from.

我们（包括我们的董事、员工、代理人、代表、继承人和受让人）不对从我们的页面链接或引用的任何内容负责，除非我们完全了解非法内容并且能够阻止我们网站的访问者查看这些页面。相应链接或引用页面的作者和/或持有人对因访问或使用链接或引用页面而产生的或与之相关的任何损害承担全部责任。本免责声明将被视为您所参考的互联网出版物的一部分。

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WEBHOP TERMS OF SALE

网店销售条款

6 Placing an order

下订单

- 6.1 By completing an online purchase order, you are making an offer to purchase the selected product at the price set out in our website and pursuant to this Agreement. When you place an online purchase order, you are bound by your order for a period of five (5) working days, unless we reject your order before then. You may not change or cancel an order you have already made.

通过完成在线采购订单，您将根据本协议以我们网站上规定的价格购买所选产品。当您下网上采购订单时，您将在五（5）个工作日内受订单约束，除非我们在此之前拒绝您的订单。您不得更改或取消已下的订单。

- 6.2 You will initially receive an email confirming receipt of your online purchase order. This email is generated automatically and does not constitute acceptance of your order. If we accept your online purchase order, we will, within five (5) working days from our receipt of your order, send you an email confirming that we accept your order and/or providing information on the dispatch of the ordered item. A purchase contract is only concluded if and when we accept your online purchase order. If we reject your order (which we may do at our sole discretion) you will not receive an order acceptance confirmation.

您最初会收到一封电子邮件，确认我们收到您的网上采购订单。此电子邮件为自动生成，并不表示我们接受了您的订单。如果我们接受您的在线订单，我们将在收到您的订单后五（5）个工作日内向您发送一封电子邮件，确认我们接受您的订单和/或提供订购商品的发货信息。只有当我们接受您的网上采购订单时，采购合同才成立。如果我们拒绝您的订单（我们可以酌情决定），您将不会收到订单接受确认函。

- 6.3 The bill and ship to party in the online order has to be in the same country as export sales cases are not handled via the website.

网上订单中的开票方和收货方须在同一国家，因为出口销售订单不通过本网站处理。

7 Prices and payment

价格和付款

- 7.1 The prices for our products are the prices set out on our website valid at the time of your order. If applicable, any value added taxes or other taxes or duties, insurance, freight and shipping costs for the delivery will be itemized on your respective order documents separately. Prices quoted on our website cannot be combined with offers or discounts.

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我们产品的价格是您下单时我们网站上列出的有效价格。如果适用，任何增值税或其他税款或关税、保险费、运费将在您各自的订单文件上单独列出。我们网站上的报价不能与特价或折扣同时使用。

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- 7.2 Payment can be made in Renminbi Yuan only. Payment shall be deemed to have been effected on the date at which the amount in question is at our disposal.

只能用人民币付款。付款应在相应款项到账之日被视为生效。

- 7.3 We accept the following payment methods:

我们接受以下付款方式：

- 7.3.1 Alipay (100% advance payment)

支付宝（100%预付款）

- 7.3.2 Bank transfer (100% advance payment)

银行转账（100%预付款）

- 7.4 You are not entitled to withhold or offset payment on the grounds of any warranty claims or other counterclaims.

您无权以任何保修索赔或其他反索赔为由扣留或抵消付款。

8 Delivery and Return

交货和退货

- 8.1 Deliveries are made to the address indicated by you while registering for the webshop. Any costs resulting from incorrect, incomplete or misleading information shall be at your expense. Risk of loss of the products will pass to you upon such delivery point regardless of any installation or assembly work to be performed by us after the delivery of the products.

货物将送达您在网店注册时指定的地址。因信息不正确、不完整或误导而产生的任何费用应由您承担。无论我们在产品交货后是否进行安装或组装工作，产品损失风险都将在交货点转移给您。

- 8.2 We will arrange for dispatch of the items you have ordered according to the delivery times set out in the website. We may dispatch items you have ordered in one or more parcel(s). Depending on your destination, typical delivery times are between one to ten days from dispatch. All dates and times are a mere estimate. We will inform you about the dispatch and the estimated delivery date of the item(s) by email. Unless expressly agreed otherwise, this delivery time only applies to orders in quantities corresponding to the typical needs of an average household.

我们将根据网站规定的交货时间安排您订购商品的发货。我们可能会将您订购的商品装入一个或多个包裹中发货。交货时间一般为发货后一到十天，具体因您的目的地而异。所有日期和时间都只是估计。我们将通过电子邮件通知您货物的发货和预计交货日期。除非另有明确约定，否则此交货时间仅适用于普通家庭通常需求所对应数量的订单。

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9 Warranty and repair

保修和维修

For the period of thirty-six months from the delivery, we warrant that the delivered Instrument as defined below a) conforms to the specifications provided by us; and b) is free from latent or patent defects in material or workmanship that impede the use of the products as specified by us, provided all mandatory maintenance in accordance with the Instrument's manual, if any, has been performed by us or a representative authorized in writing by us and subject to the provisions of 10.3. An Instrument ("Instrument") means an instrument and all its accessories purchased from us. Custom tailored solutions are explicitly excluded. The warranty will immediately lapse if mandatory maintenance is not performed according to the provisions of this clause.

自交货之日起三十六个月内，我们保证交付的仪器（定义见下文）a）符合我们提供的规范；以及 b）在材料或工艺上没有阻碍我们指定产品使用的潜在缺陷或明显缺陷，前提是我们或我们书面授权的代表已根据 10.3 的规定按照仪器手册进行了所有强制性维护（如有）。仪器（以下简称“仪器”）是指从我们这里购买的仪器及其所有配件。我们明确排除定制解决方案。如果不按照本条款规定进行强制维护，保修将立即失效。

- 9.1 If a product is found to be defective during the warranty period, we shall remedy such deficiency, at our option and our cost, by the repair or replacement of the defective product at your or ours premises or an adequate reduction in price. The warranty period for the repaired or replaced product 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 you. For warranty work on your premises, you shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become our property.

如果在保修期内发现产品有缺陷，我们将自费在您的或我们的场所修理或更换有缺陷的产品，或适当降低价格，以弥补此类缺陷。维修或更换产品的保修期应持续至初始保修期的剩余时间。任何和其他所有费用/或开支，包括但不限于运费、差旅费和住宿费，均应由您承担。对于您场所的保修工作，您应免费提供任何协助、起重设备、脚手架和各种杂项供应品以及可能需要的其他配件。更换的零件将成为我们的财产。

- 9.2 Unless otherwise agreed in writing, any warranty by us shall be to you only and may not be transferred or assigned to any third party.

除非另有书面约定，我们的任何保修服务仅限于您享用，不得转让或让渡给任何第三方。

- 9.3 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.

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上海市静安区西康路 225 号 1 幢 3 楼 311 室

本保修服务应取代所有法定保修条款。在法律允许的最大范围内，除本条款明确规定的保证或条件外，所有关于质量、条件、描述、样品合规性或特定目的适用性（无论是法定的还是其他的）的其他保修或条款（无论是明示还是暗示）均被排除在外。

- 9.4 We shall not be liable for a defect in the products and/or services unless the defect is notified to us 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. 在交货之日期起长达 36 个月的保修期内我们对产品和服务中的缺陷不承担责任，除非在交货之日起 10 天内向我们通知缺陷，或者如果缺陷在进行合理检查时并不明显。

- 9.5 Spare parts and consumables are not included in the warranty.
备件和耗材不包括在保修范围内。

10 Liability

责任

- 10.1 Outside the scope of the product liability, we 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. We shall not be liable for damage due to acts of ordinary negligence.

在产品责任范围之外，只有在法律规定的范围内，证明所涉损害是由于故意行为或重大过失行为造成时，我们才承担责任。我们对因一般疏忽行为造成的损害不承担责任。

- 10.2 The parties shall not be liable to each other for any indirect, special, consequential or punitive damages, nor for any loss of actual or anticipated profits, savings, business, down time or damage to goodwill.

双方不对任何间接、特殊、后果性或惩罚性损害承担责任，也不对任何实际或预期利润、储蓄、业务、停机时间或商誉损失承担责任。

Terms of Online Purchase & Delivery

在线购买和交付条款

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

- 10.3 We shall not be liable for and disclaims all warranty obligations for any damages or losses arising from you (or any third party's) subsequent use or misuse of the products and/or services including, without limitation

对于因您（或任何第三方）后续使用或误用产品和/或服务而造成的任何损害或损失，我们不承担任何责任，也不承担任何保修义务，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 product specification, including atmospheric discharges, excess voltage and chemical influences;

超出产品规范中提及的异常工作或操作条件，包括大气放电、过压和化学影响；

- c) your (or any end user's) negligence or willful misconduct, or that of its agents or employees, or any failure to follow our instructions as to use of the products;

您（或任何最终用户）、其代理人或雇员的疏忽或故意不当行为，或未能遵守我们关于使用产品的指示；

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

非由我们或我们书面授权的代表进行的组装、安装、修改、更改、服务或维修工作；以及

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

遵守或不遵守许可要求。

- 10.4 Our liability for any and all claims, whether based on contract, tort, statute, indemnity or otherwise, arising out of or in connection with this Agreement are limited in their aggregate total to the value of the respective order. Any claims exceeding this limitation of liability are expressly excluded.

我们对因本协议引起或与本协议有关的任何和所有索赔责任，无论是基于合同、侵权、法规、赔偿还是其他原因，均限于相应订单的累计总额。我们明确排除任何超过此责任限制的索赔。

- 10.5 All claims must be brought before the competent courts within two years from the delivery, except in cases statutory law provides for a shorter period of limitation.

所有索赔须在产品交货后两年内向具有管辖权的法院提出，除非成文法规定了更短的时效。

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11 Force Majeure

不可抗力

- 11.1 Unforeseeable circumstances or circumstances beyond either party's control, including all cases of force majeure, may have a direct or indirect impact on delivery times. If this is the case, the delivery period shall be extended for the duration of such unforeseeable circumstances. These circumstances include for example, earthquakes, floods, fire, storm, natural disaster, armed conflicts, sanctions, embargoes and official interventions and prohibitions, delays in transport or customs clearance, damages in transit, energy shortage and raw material scarcity, labor disputes, default in performance by a major component supplier who is difficult to replace and any similar unforeseen event that renders performance commercially implausible.

不可预见或超出任何一方控制范围的情况，包括可能会对交货时间产生直接或间接影响的所有不可抗力情况。如果发生这种情况，应根据此类不可预见情况的持续时间相应延长交货期。这些情况包括地震、洪水、火灾、风暴、自然灾害、武装冲突、制裁、禁运和官方干预和禁令、运输或清关延误、运输途中的损坏、能源短缺和原材料短缺、劳资纠纷、难以替代的主要部件供应商违约以及任何类似的不可预见事件，这些事件使履约在商业上变得不太可能。

12 Cancellation

取消

- 12.1 Unless expressly agreed otherwise, you may only cancel a purchase order for the purchase of products, if the delivery of the products has been delayed due to our gross negligence and the reasonable grace period you set has expired. The cancellation shall be submitted by registered mail only.

除非另有明确约定，只有在产品交货因我们的重大过失而延迟，并且您设定的合理宽限期已过的前提下，您才能取消购买产品的采购订单。只能通过挂号信方式进行取消。

- 12.2 Irrespective of our other rights, we may cancel, in whole or in part, an order for the purchase of products or without any liability to you, if a) for reasons attributable to you, the delivery of the products is rendered impossible or delayed despite setting a reasonable grace period; b) the delivery is or becomes unlawful (unlawfulness may include, for example any embargo, sanction or other international requirement related to foreign trade or customs); c) the delivery is delayed for more than six months due to reasons set out in clause 11.

无论我们的其他权利如何，在以下情况下，我们可以全部或部分取消购买产品的订单而无需对您承担任何责任：a) 由于您的原因，尽管设定了合理的宽限期，但仍无法进行产品交货或产品交货被延迟；b) 交货非法或变得非法（非法可能包括任何禁运、制裁或与外贸或海关有关的其他国际要求等）；c) 由于第 11 条所述原因，交货延迟超过六个月。

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- 12.3 If insolvency proceedings are instituted against any contracting party or an application for insolvency proceedings against that party is not granted for insufficiency of assets, the other party may withdraw from the contract without allowing a period of grace.

如果对任何缔约方提起破产程序，或者因资产不足而未批准对该缔约方提起的破产程序申请，另一方可以在不给予宽限期的情况下退出合同。

- 12.4 Other consequences of the cancellation are excluded.

排除其他取消后果。

13 Compliance with laws

遵守法律

- 13.1 You agree to comply with all national and international laws that may apply to the purchase contract, as well as all applicable national and international (re-) export control regulations.

您同意遵守可能适用于购买合同的所有国家和国际法律，以及所有适用的国家和国际出口（再出口）管制法规。

- 13.2 You shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any item(s) and shall undertake your 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.

您不能向俄罗斯联邦或白俄罗斯直接或间接销售、出口或再出口任何我们的产品，也不能在俄罗斯联邦或白俄罗斯使用任何我们的产品，并应尽最大努力确保本条款的目的不会因为商业链下游的任何第三方（包括潜在的转销商）而受阻。

- 13.3 By making an online purchase order, you confirm that you are authorized to purchase and use the item(s) in and have them delivered to Chinese mainland, Hongkong and Macau, and that you have any and all national and international certificates, licenses, permits, and/ or approvals which may be required from authorities or any third parties for these purposes.

进行网上订购时，您确认您有权在中国大陆、香港和澳门购买和使用产品，并将其运送到中国大陆、香港和澳门，并且您已获得主管部门或任何第三方为此目的可能要求的任何和所有国家和国际证书、执照、许可证和/或批准。

- 13.4 We assume that all purchased products remain in Chinese mainland, Hongkong and Maca, and therefore exclude the reimbursement of value added tax.

我们认为所有购买的产品将保留在中国大陆、香港和澳门境内，因此不包括增值税的报销。

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SPECIAL CONDITIONS FOR CONSUMERS

消费者特殊条件

14 Definition of Consumer

消费者定义

- 14.1 If you are a customer of Anton Paar's website, the following special conditions for consumers ("Special Conditions") apply to all of your purchases made on Anton Paar's website.

如果您是安东帕网站的客户，以下面向消费者的特殊条件（以下简称“特殊条件”）适用于您在安东帕网站上进行的所有购买。

- 14.2 Unless set out otherwise herein, the terms and conditions of Anton Paar's website ("Terms of Online Purchase & Delivery") fully apply to such purchases. In cases of any discrepancies between these Special Conditions and the Terms of Online Purchase & Delivery, these Special Conditions shall prevail.

除非本协议另有规定，安东帕网站的条款和条件（以下简称“网上购买和交货条款”）完全适用于此类购买。如果这些特殊条件与网上购买和交货条款之间存在任何差异，应以这些特殊条件为准。

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FINAL PROVISIONS

最终条款

15 Data protection / privacy / cookies / remarketing

数据保护/隐私/cookies/再营销

- 15.1 Your personal details will be treated by us in accordance with the applicable data protection laws and regulations. For the transmission of your personal data, we use SSL (Secure Socket Layer) technology combined with a 2048-bit-key. This technology safely encrypts data transmitted. All payment methods offered by us are fully protected by this technology. The encrypted transmission of your data is indicated by a locked padlock or key icon on your browser's frame. However, such measures might not be effective in preventing loss, wrongful use or alteration to the information in all cases. We urge you to act cautiously when using our website and any other web site.

我们将根据适用的数据保护法律法规处理您的个人信息。为了传输您的个人数据，我们使用 SSL（安全套接层）技术结合 2048 位密钥。该技术对传输的数据进行安全加密。我们提供的所有付款方式都受到这项技术的充分保护。您的数据加密传输由浏览器框架上锁定的挂锁或密钥图标表示。然而，这些措施可能无法在所有情况下有效防止信息丢失、不当使用或更改。我们敦促您在使用我们的网站和任何其他网站时谨慎行事。

- 15.2 The information provided will be only used by us, our affiliated companies and local representatives and will not be disclosed to third parties without your consent, unless this is necessary for the purposes of completing your purchase order, or unless we are required to do so by law. However, we use cookies and your not personalized information for the efficient administration of the website, the analysis of visitor behavior and trends on our website and website, to collect demographic data of the website's and website's visitors and to monitor the use and performance of the website and website, to personalize content and advertisements, to provide social media features and to analyze the traffic on our websites. The collected data may be used for marketing and advertising purposes and for communication (such as optimizing and enhancement of usability and provision of more attractive offers and services). Unless you inform us otherwise, we may use your contact details and relevant data for the purposes of providing you with information about our products and offers. We also share information about your use of our site with our social media, advertising and analytics partners who may combine it with other information you've provided to them or they've collected from your use of their services. For details, please see our Cookies and Privacy Policy.

您所提供的信息仅供我们、我们的附属公司和当地代表使用，未经您的同意不会向第三方披露，除非这是完成您的采购订单所必需或者法律要求我们这样做。但是，我们使用 cookies 和您的非个性化信息来有效管理网站，分析我们网站访问者行为和趋势，收集网站访问者的人口统计数据，监控网站的使用和性能，使内容和广告个性化，提供社交媒体功能，并分析我们网站的流量。收集的数据可用于营销和广告目的以及沟通（如优化和增强可用性，提供更具吸引力的特价和服务）。除非您另行通知我们，否则我们可能会使用您的联系方式和相关数据向您提供有关我们产

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品和特价的信息。我们还与我们的社交媒体、广告和分析合作伙伴共享有关您使用我们网站的信息，这些合作伙伴可能会将其与您提供给他们的其他信息或他们从您使用他们的服务中收集的信息相结合。有关详细信息，请参阅我们的 cookies 和隐私政策。

- 15.3 You may request the information about your personal data stored and the source, recipient and purpose of the storage of such personal data. Further, you have the right to have such data corrected, clocked or deleted within and according to statutory provisions. Please enquire with us via mail or email at the contact data herein in such cases and also contact us, if you have any other questions or concerns or would like to suggest improvements.

您可以要求提供有关您存储的个人数据以及存储此类个人数据的来源、接收者和目的的信息。此外，您有权根据法律规定更正、记录或删除此类数据。在这种情况下，请通过邮件或电子邮件等联系方式向我们咨询。如果您有任何其他问题或疑虑，或者想提出改进建议，也请与我们联系。

16 Electronic communication

电子通信

- 16.1 For the purposes of this website and any purchase order made hereunder, we will communicate with you via electronic mail and other means of electronic communication. You acknowledge that electronic data exchange is imperfect and can but does not have to be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur.

就本网站和本协议项下的任何采购订单而言，我们将通过电子邮件和其他电子通信方式与您沟通。您承认电子数据交换是不完美的，可以但不必加密。尽管第三方拦截此类通信将违反联邦法律，但我们无法保证不会发生此类拦截。

- 16.2 You consent to receive agreements, invoices, notices and other information from us electronically and agree that such communication provided to you electronically will be valid as if provided in writing and satisfies any legal requirement that such communications be written, unless mandatory laws specifically require a different form of communication.

您同意以电子方式接收我们的协议、发票、通知和其他信息，并同意以电子形式提供给您的此类通信将与以书面形式提供的通信一样有效，并满足此类通信以书面形式进行的任何法律要求，除非强制性法律特别要求采用不同的通信形式。

17 Language

语言

- 17.1 Documents we issue will generally be available in English and Chinese. This includes, for example, this Agreement, order acceptance emails and invoices.

我们发布的文件通常有英文和中文版本。这包括本协议、订单接受电子邮件和发票。

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18 Applicable law and dispute resolution

适用法律和争议解决

- 18.1 This Agreement, the use of this website and any order or purchase made through this website is governed by the law of China, without its conflict of laws provisions. The application of the UN Convention on Contracts for the International Sale of Goods is renounced.

本协议、本网站的使用以及通过本网站进行的任何订单或购买均受中国法律管辖，不存在法律冲突。《联合国国际货物销售合同公约》在此不适用。

- 18.2 A reference to a particular statute, statutory provision or subordinate legislation is a reference to it as it is in force in China from time to time taking into account any subordinate legislation for the time being in force made under it.

提及某一特定法规、法定条款或附属立法时，是指在中国现行有效的该法规、法定条文或附属立法，并不时考虑当时根据其制定的任何附属立法。

- 18.3 All disputes arising out of or in connection with the present Agreement, your visit to our website or any item purchased by you through our website, shall be subject to the exclusive jurisdiction of the competent courts of Shanghai, China.

因本协议、您访问我们的网站或您通过我们的网站购买的任何产品而产生的或与之相关的所有争议，均应受中国上海有管辖权的法院的专属管辖。

19 Miscellaneous

其他条款

- 19.1 This Agreement constitutes the entire agreement and understanding between you and us and supersede any previous agreement (if any) relating to purchases made on our website. By making an online purchase order you confirm that you do not rely on any pre-contractual representations or statements.

本协议构成您与我们之间的完整协议和谅解，并取代之前就我们网站上的购买达成的任何协议（如有）。通过网上订购，您确认您不依赖任何合同前的陈述或声明。

- 19.2 Should individual provisions (or parts thereof) of this Agreement be invalid, unenforceable, the other provisions shall remain in force. The invalid, unenforceable or illegal provision (or part thereof) shall be replaced by a valid, enforceable and legal provision with whatever modification is necessary to give effect to the commercial intention of the replaced provision (or part thereof). 如果本协议的个别条款（或其部分）无效、不可执行，其他条款应继续有效。无效、不可执行或非法的条款（或其部分）应替换为有效、可执行和合法的条款，并进行必要的修改，以实现被替换条款（或其中部分）的商业意图。

- 19.3 A variation of this Agreement is only valid if expressly agreed between the parties. No failure or delay to enforce any provision of this Agreement shall constitute a waiver thereof or of any other provision, unless we expressly waive our right to enforce such provision in writing.

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本协议的变更只有在双方明确同意的情况下才有效。未能执行或延迟执行本协议的任何条款不应构成对本协议或任何其他条款的放弃，除非我们以书面形式明确放弃执行该条款的权利。

- 19.4 A person who is not party to this Agreement shall not obtain any rights under this Agreement. Liability limitation(s) contained in clause 10 and the time limit for the assertion of claims also applies for the benefit of our employees, officers, agents, subcontractors and suppliers.

非本协议当事方的其他人员不得获得本协议项下的任何权利。第 10 条中包含的责任限制和索赔主张的时限也适用于我们的员工、高级职员、代理人、分包商和供应商的利益。

- 19.5 You must not without our prior written consent assign, transfer or charge rights or any part of them under this Agreement or subcontract any or all of your obligations under this Agreement.

未经我们事先书面同意，您不得转让、转移或抵押本协议项下的权利或其任何部分，也不得分包您在本协议下的任何或所有义务。