

I: General Terms and Conditions for the Supply of Machines and Spare Parts

供应机器及零配件的一般条款和条件

For application by SINGLE Temperature Controls Hong Kong Limited (hereinafter referred to as "Supplier") concerning:
适用于与胜格温度控制机械设备香港有限公司（下文简称“供应商”）应用的如下事宜：

1. A person who is practicing their commercial or independent professional activity (Businessperson) upon the conclusion of this Contract

在签订本合同后进行商业活动或单独进行专业活动之人（商人）

2. A legal person under public law or a public-law special fund

国际公法规定的法人或公法专项基金

§1 General 综述

1. All supplies and services of Supplier are subject exclusively to these Terms and Conditions, as well as any other separate contractual arrangements. Other purchasing terms and conditions of Orderer will not become part of this Contract by acceptance of the Contract. A contract shall come about, unless specifically agreed, with the written order confirmation of Supplier.

供应商所有供应品和服务仅受“一般条款和条件”以及其他任何独立合约的约束。接受本合同不代表订货人其他购买条款和条件也属于本合同的一部分。除非有特殊约定，在合同签订时，应由供应商进行书面订单确认。

2. Supplier reserves property rights and copyrights for samples, cost estimates, drawings and other information, material or immaterial, and in electronic form; they may not be made accessible to third parties. Supplier is obliged to only make information and documents identified as confidential by Orderer accessible to third parties with Orderer's permission.

供应商对样品、成本估算、图纸和其他有形或无形以及电子形式的信息拥有财产权和版权；不得将其交由第三方使用。只有经订货人许可之后，供应商方可将订货人标为机密的信息和文件交由第三方使用。

3. The assembly, commissioning and/or technical acceptance (even by third parties) of the products of the Supplier are only included in the indicated purchase price if and to the extent that this is expressly listed by the Supplier in the offer or in the order confirmation, as the case may be.

只有供应商在订单或订单确认函（视情况而定）中明确列明，其产品装配、调试和/或技术验收（即使由第三方验收）方含在列示购买价格内。

4. The technical documentation for the products is implemented in accordance with the SINGLE standard. This comprises the technical specifications and the operation manual.

产品技术文件按 SINGLE 标准执行。其中包括技术规范和操作手册。

5. An additional documentation that deviates from this (a different format or language) will only be included in the delivery if the Supplier expressly lists this in the offer or in the order confirmation, as the case may be.

只有供应商在订单或订单确认函（视情况而定）中明确列明，源自技术文件的附加文件（采用不同格式或语言）方含在交付物中。

6. The products of the Supplier comply with the mandatory, applicable specifications of the European regulations and directives. Other guidelines and standards are only fulfilled to the extent that the Supplier expressly lists these in the offer or in the order confirmation, as the case may be.

供应商产品遵守欧洲法规和指令的强制性适用规范。对于其他指南和标准，只有供应商在订单或订单确认函（视情况而定）中明确列明时方予以遵守。

§2 Price and Payment 价格和付款

1. Unless specifically agreed, the prices are based on the CIF (in accordance with Incoterms 2010) excluding packaging. The prices are subject to VAT at the respective statutory rate.

除非有特殊约定，产品价格基于 CIF-成本、保险费加运费（参见 2010 年国际贸易术语），不含包装费用。根据各个国家的法定税率，产品价格还需要缴纳增值税。

2. Unless specifically agreed, payments are to be made without deductions to the account of Supplier, 80% initial payment upon confirmation of the Order, 20% to be paid prior delivery

除非有特殊约定，货款应预付 80% 定金，20% 尾款于发货前结清，且不得扣减任何款项。

3. Orderer shall only have the right to withhold payments insofar as its counterclaims are undisputed or legally established.

只有订货人提出的反诉无可争议或得到法律承认时，订货人方有权拒绝付款。

4. Orderer only has the right to offset with counterclaims insofar as they are undisputed or legally established.

订货人仅有权在反诉无可争议或得到法律承认时，通过反诉抵消部分款项。

§3 Delivery, Delivery Times, Delivery Delays 交付、交付时间、交付延迟

1. Delivery and service times are approximate. Delivery times are based on the agreements between the contractual parties. Adherence to them by Supplier requires all commercial and technical issues between the contractual parties to be clarified and Orderer to fulfil all the obligations it is subject to, such as the production of necessary official certificates or approval, or the making of a payment. If this is not the case, the delivery time will be extended accordingly. This does not apply if Supplier is at fault for the delay.

交付和服务时间是粗略估计的。交付时间根据签约双方签订的协议确定。供应商遵守交付时间的条件是澄清签约双方之间产生的所有商业和技术问题，而且订货人履行所有相关义务，比如获得必要的官方证书或批准，或按时付款。否则，应相应延长交付时间。但这不适用于供应商对交付延迟负责的情况。

2. Observance of delivery times is subject to correct and timely self-delivery. Supplier will notify of anticipated delays as soon as possible.

遵守交付时间指正确、及时地自行交付。供应商应尽快通知预计会产生延迟。

3. The delivery time will be observed when the delivery object has left Supplier's plant or declared ready for dispatch by the time it expires. If acceptance must take place, the acceptance deadline is decisive – except in the case of justified refusal of acceptance – or alternatively notice of readiness for acceptance.

当交付对象到期离开供应商工厂或声称准备发货时，应遵守交付时间。如果必须进行验收，则验收期限是决定性的——除非有合理理由拒绝接受或通知准备收货。

4. If the delivery or acceptance of the delivery object is delayed for reasons for which Orderer is responsible, Orderer will be charged the costs incurred by the delay, beginning one month after notification of the readiness for dispatch or acceptance. For this purpose, Supplier will charge a flat-rate compensation sum of 3% of the value of the goods for each commenced week, beginning with the notification of readiness for the goods to be dispatched. Proof of greater damages and the legal claims of Supplier shall remain unaffected. Orderer will remain permitted to demonstrate that no damage, or damages over than the existing flat rate have been caused.

如果因为订货人的原因导致交付或收货延迟，订货人应承担从通知准备发货或收货后延迟一个月产生的费用。对于此种延迟，供应商将从通知准备发货开始，每周从货物价款中收取 3% 的固定赔偿金。除此之外，供应商还有权获得更大的损害赔偿和提出其他合法要求。而订货人仍可证明未造成损失，或证明损失低于现有固定费率。

5. Should Orderer cause the dispatch or acceptance to be delayed, the delivery object will be kept by Supplier at the risk of Orderer. The costs incurred by the delay, in particular the costs of storage, will be charged to Orderer.

如果订货人导致发货或收货延迟，则交付对象在由供应商保管期间，风险由订货人承担。对于延迟产生的费用，特别是库存费用应由订货人承担。

6. If failure to adhere to the delivery time can be traced back to force majeure, industrial disputes or other events that are outside of the scope of influence of Supplier, the delivery time will be extended accordingly. Supplier will inform Orderer of the beginning and end of such circumstances as soon as possible.

如果未遵守交付时间可以回溯至不可抗力、劳资纠纷或不在供应商影响范围内的其他事件，则应相应延长交付时间。如果出现上述情况，供应商应尽快通知订货人事件起止时间。

7. Orderer may withdraw from the Contract without notice if it becomes definitively impossible for Supplier to perform the entire service before the risk is transferred. Orderer may also withdraw from the Contract if part of the delivery becomes impossible in an order, and it has a justified interest in refusing the partial delivery. If this is not the case, Orderer must pay the contractual price applicable to the partial delivery. The same applies for inability of Supplier. Otherwise, §7, Sect.2 will apply.

如果供应商在风险转移之前确实无法提供全部服务，订货人可能会退出本合同，恕不通知。订货人也有可能在供应商无法按订单进行部分交货以及订货人有合理理由拒绝部分交货时，退出本合同。否则订货人应就部分交货支付相应的合同价格。此条规定适用于供应商丧失供货能力的情况。否则请以第 7 条第 2 节为准。

If the impossibility or inability occurs during the acceptance process, or if Orderer is solely or predominantly responsible for these circumstances, Orderer will be obliged to provide a service in return.

如果在收货过程中出现无法接收的情况，或订货人对此种情况承担全部或主要责任，则订货人应提供服务。

8. If Supplier causes a delay, Orderer must issue a default notice and set a reasonable deadline to provide the service – in consideration of the statutory exceptions for Supplier. If the deadline is not observed, Orderer is entitled to a withdrawal within the framework of the statutory provisions. Orderer is obliged, upon request from Supplier, to declare within an appropriate time period whether it will make use of its right of withdrawal. Further claims resulting from delayed delivery are based solely on §7, Sect.2 of these Terms and Conditions.

如果供应商导致延迟，订货人必须发出违约通知，并设定合理的服务提供期限——同时考虑到供应商的法定豁免情况。如果未遵守最后期限，订货人有权在法律规定框架内退出本合同。根据供应商请求，订货人应在合理时间内声明是否使用其退出权利。因交付延迟产生的进一步索赔仅按照“一般条款和条件”第 7 条第 2 节进行解决。

9. Partial deliveries are permitted, if reasonable for Orderer.

如果对订货人来说合乎情理，亦可进行部分交付。

§4 Transfer of Risk, Acceptance 风险转移、验收

Risk shall be transferred to Orderer when the delivery object leaves the plant, and namely when partial deliveries are carried out or Supplier has agreed to provide other services, e.g. shipping costs or delivery and installation. If acceptance must take place, this is decisive for the transfer of risk.

当交付对象离开供应商工厂，即进行部分交付或供应商同意提供运输费用或交付与安装等其他服务时，风险将转移至订货人。如果必须进行验收，这对风险转移来说是决定性的。

It must be carried out immediately on the acceptance date, or alternatively after notification by Supplier of readiness for acceptance. Orderer may not refuse acceptance in the presence of a non-significant defect.

必须在验收日期及时验收，或在供应商通知准备验收后进行验收。订货人不得以存在不明显的瑕疵为由拒绝接受。

§5 Retention of Title 所有权保留

1. The subsequently agreed retention of title serves to safeguard all respectively existing current and future claims of Supplier against Orderer resulting from the joint, ongoing business relationship, including this Supply Contract.

随后约定的所有权保留事项用于保障供应商因为双方商业关系（包括本供应合同）而产生的现有索赔以及日后可能提出的索赔。

2. The goods supplied by Supplier to Orderer will remain the property of Supplier until complete payment of all secured receivables. The goods and the goods replacing them in accordance with the provisions below, covered by the retention of title, are hereinafter referred to as "Conditional Goods".

在全额支付所有担保应付款之前，供应商向订货人提供的货物仍属于供应商的财产。所有权保留范围内的货物以及按下列条款更换的货物在下文简称为“有条件货物”。

3. Orderer will keep the Conditional Goods safe for Supplier free of charge.

订货人应免费为供应商妥善保管“有条件货物”。

4. Orderer is entitled to process and sell the Conditional Goods up until the entry of a case of enforcement (Clause 9) in the ordinary course of business. Pledging and chattel mortgaging is not permitted.

订货人有权处理和变卖“有条件货物”，直至在正常业务范围内提出强制执行（参见第 9 条）。不得进行质押和动产抵押。

5. If the Conditional Goods are processed by Orderer, it is agreed that the processing will be carried out in the name of and for the account of Supplier as manufacturer, and Supplier directly obtains ownership or – if the processing uses materials of multiple owners or the value of the processed item is higher than the value of the Conditional Goods – the co-ownership (fractional ownership) of the newly created item in relation to the value of the Conditional Goods compared to the value of the newly created item. In the event that no such ownership acquisition of Supplier takes place, Orderer will then transfer its future ownership or – in the above- mentioned circumstances – its co-ownership of the newly created object to Supplier as security. If the Conditional Goods are connected with other items to form one uniform item, or inseparably mixed, and if one of the other items can be seen as a main item, Supplier will transfer co-ownership of the uniform item to Orderer, if the main item belongs to it, in the proportion named in Clause 1.

如果“有条件货物”由订货人处理，双方约定以供应商作为生产商的名义为其处理，供应商直接获得所有权；如果处理工作用到多个所有者的物资，或处理物品价值高于“有条件货物”，则与新制物品的价值相比，供应商仅获得新制物品中涉及“有条件货物”价值的共有权（部分所有权）。如果供应商未获得所有权，订货人应将其未来的所有权或上述情况下的新制货物共有权让与供应商，作为抵押。如果“有条件货物”与构成整体货物的其他物品有联系，或不可分割地混合在一起，如果其他物品可视为主要物品，则供应商应按照第 1 项指定的比例，将整体货物的共有权让与订货人，前提是主要物品归订货人所有。

6. In the event of a resale of the Conditional Goods, Orderer will at this point relinquish the resulting receivables from the purchaser to Supplier as collateral – in the event of co- ownership of the Conditional Goods of Supplier, proportionately according to the co-ownership ratio. The same applies for other receivables that take the place of the Conditional Goods or otherwise arise regarding the Conditional Goods, e.g., insurance claims or claims resulting from unpermitted use in the event of loss or destruction.

如果转售“有条件货物”，订货人会放弃购买者以抵押物形式向供应商支付的应收款项——如果共有供应商的“有条件货物”，则按共有权占比进行比例放弃。本条规定适用于取代“有条件货物”或因其产生的其他应收款项，例如保险索赔或因产生损失或破坏时无法使用而产生的索赔。

Supplier revocably authorises Orderer to recover receivables assigned to Supplier in its own name. Supplier may only withdraw this recovery authorisation in a case of enforcement.

供应商不可撤销地授权订货人以供应商名义追索其获得的应收款项。只有遇到强制执行情况，供应商才可能会撤销

追索授权。

7. Should third parties access the Conditional Goods, in particular via garnishment, Orderer will immediately point out the ownership of Supplier and inform Supplier of this, in order for it to assert its ownership rights. If the third party is not able to reimburse Supplier the legal or extrajudicial costs incurred in this regard, Orderer will be liable to reimburse Supplier.

如果第三方使用“有条件货物”，尤其是通过扣押令使用，订货人应立即指明货物归供应商所有并通知供应商，以便供应商确认其所有权。如果第三方无法向供应商偿付因使用货物产生的法律或法外费用，订货人有责任向供应商偿付此笔费用。

8. Supplier will release the Conditional Goods and any items or receivables appearing in its place if their value exceeds the value of the assured receivables by more than 10%. The right to select the items being subsequently released will remain with Supplier.

如果“有条件货物”以及货物所在地的任何物品或应收款项的价值超过担保应收款的 10% 以上，供应商会解除这些货物和物品或款项。供应商有权选择随后解除的物品。

9. Should Supplier withdraw from the Contract in the event of conduct by Orderer that is in violation of the Contract – in particular, payment default – it is entitled to demand the Conditional Goods.

如果供应商因为订货人违反合同（特别是付款违约）的行为而退出本合同，供应商有权索要“有条件货物”。

§6 Claims for Defects 缺陷索赔

Supplier is liable as follows for material defects and defects of title, with the exclusion of further claims, subject to §7:

供应商应对以下材料缺陷和权利瑕疵负责，除了进一步的索赔——该索赔按第 7 条处理：

Material defects 材料缺陷

1. All parts that transpire to be defective due to circumstances existing before the transfer of risk are to be rectified or replaced with no defects, at the discretion of Supplier. The establishment of such defects must be indicated to Supplier immediately in writing. Replaced parts will become the property of Supplier.

在风险转移之前，因现存情况而产生缺陷的所有零件应予以整改或更换，具体情况以供应商处理为准。如果确定了此种缺陷，必须立即以书面形式告知供应商。更换件属于供应商的财产。

2. For the execution of all improvements and replacement deliveries that appear necessary to Supplier, Orderer must provide Supplier with the necessary time and opportunity, upon agreement with the same; otherwise, Supplier is exempt from liability for the resulting consequences. Only in urgent cases of hazards to occupational safety or for the avoidance of unproportionate damage, whereby Supplier must be informed immediately, Orderer will have the right to rectify defects itself or have them rectified by third parties, and request reimbursement of necessary expenses from Supplier.

对于供应商认为有必要实施的各种改进和更换，订货人必须在与供应商约定后，为供应商预留所需的操作时间和机会；否则对于所产生的后果，供应商将不承担责任。只有在危及职业安全或为了规避严重损失的紧急情况下——此时必须立即通知供应商，订货人方有权自行对缺陷进行整改或由第三方予以整改，然后要求供应商偿付必要的整改费用。

3. If the objection proves to be justified, Supplier shall bear the direct costs of rectification or replacement delivery, including postage. It shall also bear any necessary installation and disassembly costs, if this was part of the original service, and the costs of any necessary labour, including travel costs, if this does not cause any disproportionate burden for Supplier.

如果异议被证明是合理的，供应商应承担交付物整改或更换的直接费用（包括邮费）。如果安装和拆卸属于原始服务的一部分，供应商还应承担必要的装卸费用以及必要的人工费，包括差旅费，前提是这不会给供应商带来不成比

例的负担。

4. Within the framework of the statutory provisions, Orderer has a right to withdraw from the Contract if Supplier – in consideration of statutory exemptions – has allowed a reasonable deadline set for rectification or replacement delivery due to a material defect to expire unsuccessfully. If there is only a negligible defect, Orderer will only have a right to reduce the Contract price. A negligible defect generally exists if the defect is less than 10% of the value of the goods, unless there is a significant functional impairment. The right to a reduction of the Contract price will remain excluded otherwise.

如果供应商考虑到法定豁免情况，让缺陷交付物的合理整改或更换期限无法成功到期，订货人有权在法律规定框架内退出本合同。如果只存在可忽略的缺陷，订货人仅有权减小合同价款。如果缺陷价值低于货物总价的 10%，则缺陷通常可以忽略不计，除非造成严重的功能损伤。除此之外，订货人在其他情况下不享有减小合同价款的权利。

5. Further claims will solely be based in accordance with §7, Sect.2 of these Terms and Conditions.

进一步的索赔仅按照“一般条款和条件”第 7 条第 2 节进行解决。

6. No liability is accepted in particular in the following cases: unsuitable or improper use, incorrect assembly or commissioning by Orderer or third parties, natural wear and tear, incorrect or negligent handling, irregular maintenance, unsuitable manufacturing equipment, inadequate construction work, unsuitable building ground, and chemical, electrochemical or electrical influences – if Supplier is not responsible.

供应商不承担相关责任，尤其是在以下情况：订货人或第三方使用不当、装配或调试错误、自然磨损、操作不正确或疏忽大意、未定期维护、生产设备不恰当、施工工作不足、建筑工地不适当以及化学、电化学或电力影响——前提是供应商对此无责。

7. Should Orderer or a third party carry out improper rectification, Supplier will not be liable for the resulting consequences. The same applies for changes to the delivery object without prior agreement of Supplier.

如果订货人或第三方整改不当，供应商不对因此产生的后果负责。此条规定适用于事先未经供应商许可而擅自变更交付物的情况。

8. Insignificant modifications, or modifications to our products that are necessary due to technical advancement, in construction, execution or performance that do not adversely affect the function shall remain subject to our catalogue, brochure and/or internet details.

对于不会对功能造成负面影响的微小变更或因施工、执行和性能方面的技术进步而需要进行的产品变更，应以我们的产品目录、手册和/或内部详情为准。

Defects of title 权利瑕疵

9. If the use of the delivery object leads to the violation of industrial property rights or copyrights domestically, supplier will generally acquire the right to further use for Orderer, at its own expense, or modify the delivery object for Orderer in a reasonable manner, so that the property right violation will cease to exist. If this is not possible under economically appropriate conditions or within an appropriate time limit, Orderer will be entitled to withdraw from the Contract. Under the conditions named, Supplier will also have a right to withdraw from the Contract.

如果因使用交付对象导致在国内违反工业产权或版权，供应商通常会自费获得此种权利，以便于订货人进一步使用；或以合理方式为订货人修改交付对象，以免违反财产权。如果无法在经济条件下或在合理时限内完成，订货人有权退出本合同。在指定条件下，供应商也有权退出本合同。

Moreover, Supplier will indemnify Orderer against undisputed or legally established claims of the property right owners concerned. In the case of rights violations by products from other manufacturers supplied to Supplier, at its discretion, its claims against the manufacturer and prior suppliers will be asserted on the account of Orderer or assigned to Orderer. Claims against Supplier will only exist in these cases according to this §6 if the legal assertion of the above-mentioned claims against the manufacturer and prior suppliers were unsuccessful or, due to insolvency for example, are futile.

此外，供应商还应就相关财产权所有者提出的无争议索赔或法律承认的索赔，向订货人做出赔偿。因为其他生产商向供应商提供的产品而违反相关权利时，供应商可自行决定，以订货人的名义对生产商或前任供应商提出索赔，或将索赔款项让予订货人。如果在对生产商和前任供应商提出上述索赔时，法律断言失败或因破产而无效，则对供应商提起的有效索赔仅存在于第 6 条所述的情况。

10. The obligations named in §6, Sect.9 of Supplier are conclusive for the case of industrial property right or copyright infringement, subject to §7, Sect.2.

第 6 条第 9 节规定的供应商义务对侵犯工业产权或版权的情况来说是决定性的，具体情况请以第 7 条第 2 节为准。

They only exist if 这种义务仅存在于以下情况：

- Orderer informs Supplier immediately of asserted industrial property right or copyright infringements
- Orderer supports Supplier to an appropriate extent in the defence against the asserted claims, or enables Supplier to carry out the modification measures in accordance with §6, Sect.9
- All defence measures, including extrajudicial rulings, remain reserved for Supplier
- The defect of title is not based on instructions of Orderer
- The violation of rights has not been caused by Orderer making unauthorised changes to the delivery object or using it in any non- contractual manner
- 如果确定侵犯工业产权或版权，订货人立即告知供应商
- 订货人为供应商提供相应程度的支持，针对宣称的索赔为供应商抗辩，或使供应商能够按第 6 条第 9 节采取改进措施
- 为供应商保留所有抗辩措施，包括法外裁决
- 权利瑕疵并非基于订货人指示
- 并非因为订货人擅自变更交付对象或不按合同约定方式使用交付对象而造成违反相关权利

11. For violations of industrial property rights or copyrights that are used by Supplier according to Orderer specifications (e.g. labelling for clients), Supplier is not liable; Orderer shall release Supplier from all claims in this regard.

如果违反供应商根据订货人产品规范（例如客户标签）使用的工业产权或版权，承包商不承担责任；订货人应使供应商免受因此产生的所有索赔。

§7 Liability of Supplier, Disclaimer 供应商责任、免责条款

1. If the delivery object cannot be used by Orderer in accordance with the Contract as a result of suggestions or advice given before or after the conclusion of the Contract being culpably or mistakenly neglected by Supplier, or because of the culpable violation of other contractual ancillary obligations – in particular instructions for maintenance and repair of the delivery item, the regulations of §6 and §7, Sect.2 will apply, with the exclusion of further claims of Orderer.

如果在缔结合同前后因为供应商恶意不提供或疏于提供建议，或因恶意违反其他合同从属义务——尤其违交付物品维护和维修说明，导致订货人无法根据合同使用交付对象，则应按照第 6 条和第 7 条第 2 节规定进行处理，订货人的进一步索赔除外。

2. For damages that have not occurred to the object of delivery itself, Supplier is only liable – regardless of the legal reasons:

对于非交付对象自身损失，不管具体法律理由如何，供应商仅在以下情况负责：

- a. in the event of intent

- b. in the event of gross negligence of the owner/management body
 - c. in the event of culpable damage to life, body and health
 - d. in the event of defects it has fraudulently concealed
 - e. within the framework of a guarantee assurance
 - f. in the event of defects to the delivery object, if liability exists in accordance with product liability law for personal injury or material damage to privately used objects
- a. 故意
 - b. 企业主/管理层重大过失
 - c. 恶意损害生命、身体和健康
 - d. 用欺诈手段掩盖缺陷
 - e. 在担保框架内
 - f. 交付对象产生缺陷，供应商责任为按照产品责任法对人身伤害或私用物品重大损坏负责

In the case of culpable violation of essential contractual obligations, Supplier is also liable in the event of gross negligence of non- managerial employees and for slight negligence, in the latter case limited to damage typical to the Contract that is reasonably foreseeable.

Further claims are excluded.

如果恶意违反合同基本义务，供应商还应对非管理层员工的重大过失以及轻微过失负责；对于轻微过失，供应商责任仅限于对可以合理预见的常见合同损失负责。

不包括进一步的索赔。

§8 Limitation Period 期限

All claims of Orderer – for whatever legal reasons – shall expire within 12 months from the start of the statutory period of limitation. Statutory time periods apply for compensation claims in accordance with §7, Sect 2. a-d and f. They only apply for defects in a structure or delivery objects that have been used in accordance with their usual manners of use for a structure, and that have caused it/them to become defective.

不管出于何种法律理由，订货人所有索赔的有效期为自法定日期开始生效后的 12 个月内。该法定期限适用于按照第 7 条第 2 节里 a-d 和 f 提出的赔偿要求，并且仅适用于按正常使用方式使用的建筑物或交付对象产生的缺陷，以及致使其产生瑕疵的缺陷。

§9 Software Use 软件使用

If software is included in the delivery, Orderer will be granted a non-exclusive right to use the supplied software, including its documentation, in a contractual condition. It will only be consigned for use on the intended delivery object. Use of the software on more than one system is prohibited.

如果软件附在交付物中，订货人可获得一项按合同约定条件使用软件的非排他性权利，包括使用软件文档。软件只能用在预定交付对象上。禁止在多个系统中使用软件。

Orderer may only duplicate, rework or translate the software, or convert it from the object code to the source code to the extent legally permitted (§69a et seqq. of the UrhG [German Copyright Law]). Orderer is obliged not to remove manufacturer details – in particular copyright markings – or change them without prior express permission from Supplier.

只有在法律允许情况下，订货人方可复制、改写或翻译软件，或将其从目标代码转换为源代码（参见德国版权法 §69a 及以下条款等）。订货人不得删除生产商详情，尤其是不得移除版权商标，或事先未经供应商明确许可而擅

自变更。

All other rights to software and the documentation, including copies, will remain with Supplier or the software supplier. The allocation of sublicenses is not permitted.

对软件和文档（包括副本）的其他所有权利仍归供应商或软件提供者所有。不允许签发分许可。

§10 Cancellation and Changing of Orders 订单取消和变更

Supplier may demand that the costs of the cancellation of orders by Orderer be reimbursed by way of a flat fee:

供应商可能会要求订货人按固定费用偿付订单取消费用：

- Two days after receipt of the order:5% of the order value, but minimum 250 EUR
- For material already provided for the execution of the order:50% of the order value
- For orders already in production:100% of the order value
- 收到订单后两天：收取订单价值的 5%，最低金额为 250 欧元。
- 为了履行订单而已经提供的材料：收取订单价值的 50%
- 已经投入生产的订单：收取订单价值的 100%

Changes to already ongoing orders will be invoiced at cost.

变更已经实施的订单时，应按成本开具发票。

Orderer retains the right to demonstrate that Supplier has been subjected to none or only minimal damage. Supplier is entitled to prove higher damages.

订货人仍有权证明没有给供应商带来损失，或仅带来最低的损失。供应商有权证明产生了更大的损失。

§11 Applicable Law, Place of Jurisdiction 适用法律、司法管辖地

1. All legal relationships between the Supplier and the Purchaser shall be governed by the Laws of the Hong Kong Special Administrative Region (HKSAR) to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

供应商与买方之间的所有法律关系应受香港特别行政区（香港特区）的法律管辖，且不适用于《联合国国际货物销售合同公约》（CISG）。

2. The competent court for the headquarters of Supplier is the place of jurisdiction. However, Supplier is entitled to file suits at the registered location of Orderer.

供应商总部的主管法院即为司法管辖地。但供应商有权在订货人登记地提起诉讼。

3. Should individual regulations of these General Terms and Conditions be or become wholly or partly ineffective or impracticable, this shall not affect the effectiveness of the remaining regulations. In such a case, the parties shall be obliged to cooperate in the creation of regulations by means of which a legally effective result that comes as close as possible to the invalid or unenforceable regulation is achieved.

如果本《一般条款和条件》的个别条款全部或部分失效或不可行，不影响其余条款的效力。在这种情况下，双方有义务合作制定出新的规定，让无效或无法执行的规定尽可能的产生法律效力。

4. The supplier processes personal data only in accordance with the statutory regulations and the data protection declaration available at <https://single-temp.de/en/data-policy>.

供应商处理个人数据时仅遵守法定法规。数据保护声明可于 <https://single-temp.de/en/data-policy> 查询。

II: General Terms and Conditions for the Maintenance and Repair of Machines 维护和维修机器的一般条款和条件

Unless specified otherwise in this part of the “General Terms and Conditions for the Repair of Machines”, section “I: General Terms and Conditions for the Supply of Machines and Spare Parts” shall apply for maintenance and repair services of SINGLE Temperature Controls Hong Kong Limited (hereinafter referred to as “Contractor”) provided to the client (hereinafter referred to as “Client”) and carried out on machines accordingly.

除非“维修机器的一般条款和条件”的本部分另有规定，章节“I: 供应机器和零配件的一般条款和条件”适用于胜格温度控制机械设备香港有限公司（下文称为“承包商”）提供给客户（下文称为“客户”）以及对机器实施的维护和维修服务。

§1 Conclusion of Contract, Information Obligations, Safety Notifications 订立合同、告知义务、安全通知

1. If there is an uncontradicted written order confirmation of Client, this will be decisive for the content of the Contract and therefore the extent of the repair work.

客户做出不矛盾的订单书面确认对同意合同及维修工作范围来说是决定性的因素。

2. If the object to be repaired is not supplied by Contractor, Client must inform it of existing industrial property rights concerning the item; if Contractor is not responsible, Client will indemnify Contractor against any claims of third parties as a result of industrial property rights.

如果待修对象并非由承包商提供，客户必须通知承包商其中所含的工业产权；如果承包商无责任，客户应就侵犯工业产权产生的第三方索赔，向承包商做出赔偿。

3. Client must inform Contractor of contamination, any residue in the items to be repaired that could be hazardous to health, and transport risks and other measures relevant to the repair work that must be carried out, in a timely manner and in writing.

客户必须以书面形式及时告知待维修物品内可能会危及健康的污染残留物，以及与必须实施的维修工作相关的运输风险和其他措施。

§2 Non-feasible Repairs 不可维修

1. The services provided upon submission of a cost estimate and further incurred and verified expenses (time spent searching for defects equals working hours) will be invoiced to Client if the repair work cannot be carried out for reasons for which Contractor is not responsible, particularly because

如果非因承包商的原因而无法实施维修，则提交成本估算后提供的服务以及进一步招致并确认的费用（寻找缺陷所用的时间等同于工时）应向客户开具发票，尤其是因为：

- the defect being complained about did not appear during inspection
- spare parts cannot be procured,
- Client has culpably failed to observe the agreed deadline
- the Contract has been terminated during the execution
- 遭到投诉的缺陷在检查时并不存在
- 零配件无法购买
- 客户故意不遵守约定期限
- 合同在执行期间已终止

2. The object to be repaired only needs to be restored to its original condition upon express request of Client, in return for reimbursement of the costs, unless the work carried out was not necessary.

除非客户有明确要求，作为对所偿付费用的回报，待修对象只需恢复至原有状态，除非此项工作是不必要的。

3. In the case of non-feasible repair work, Contractor will not be liable for damage to the item being repaired, the violation of contractual ancillary obligations and damage that does not occur to the object to be repaired itself, regardless of the legal basis Client refers to. This does not apply if liability is held in accordance with section "I: General Terms and Conditions for the Supply of Machines and Spare Parts", §6 and §7, and this §9.

如果遇到不便维修，则对于当前维修物品遭受的损失、违反合同从属义务以及非待修物品损失，不管客户提出何种法律依据，承包商概不负责。此条规定不适合根据章节“I：供应机器及零配件的一般条款和条件”第 6、7 条以及本章节第 9 条承担责任的情况。

§3 Cost Estimates and Quotes 成本估算和报价

1. If possible, the anticipated repair price will be indicated to Client, otherwise Client may set cost limits.

如果可能，应告知客户预计维修价格，否则客户可能会设定费用限制。

If the repair work cannot be carried out at these costs or if Contractor deems additional work necessary during the execution of the repair work, the consent of Client must be obtained if the costs stated will be exceeded by more than 15%.

如果无法按此种费用进行维修，或承包商在实施维修期间认为需要追加工作量，则实际费用超过规定费用 15% 以上时须征得客户同意。

2. If a quote with binding prices is requested before the execution of the repair work, this must be expressly requested by Client. Such a quote is only binding, unless agreed otherwise, if it is given in writing. It must be remunerated.

如果在实施维修之前要求提供带约束性价格的报价，则客户必须明确提出该要求。除非另有约定，报价只有以书面形式做出时方有约束力。报价必须是计酬的。

The work carried out for the submission of the quote will not be charged to Client if it can be used in the execution of the repair work

对于为了提交报价而从事的工作，如果可用于实施维修，则不得向客户收取费用。

§4 Price and Payment 价格和付款

1. Contractor is entitled to request a reasonable prepayment upon conclusion of the Contract.

在缔结合同后，承包商有权要求客户支付一定的预付款。

2. When charging for repair work, the prices for used parts, materials and special services, as well as the price for labour, and travel and transport costs will each be indicated separately. If the repair work is carried out based on a binding cost estimate, reference to the cost estimate will be enough, whereby only deviations to the scope of the service must be displayed separately.

当向维修工作收取费用时，所用零件、材料和特殊服务的价格以及人工、差旅和运输费应分别列明。如果根据约束性的成本估算实施维修，参考成本估算就已足够，此时只需单独列出服务范围偏差。

3. VAT will be charged at the respective statutory rate, at the expense of Client.

增值税根据各国法定费率收取，该笔税费由客户承担。

4. Any correction of the invoice by Contractor and objections of Client must take place in writing four weeks after receipt of the invoice at the latest.

对于承包商实施的发票变更以及客户异议，最迟须在收到发票后四周内以书面形式做出。

5. Payment must be made without discount upon acceptance and issuance, or consignment, of the receipt.

在接受、签发或交付收据之后，必须全额付款。

6. Client will only have offsetting or retention rights insofar as its claim is legally established or undisputed.

只有索赔得到法律承认或无可争议时，客户方拥有抵消或保留权。

§5 Involvement and Technical Assistance of Client in Repair Work outside of Contractor's Plant

客户在承包商工厂外参与维修工作和提供技术协助

1. Client must support the repair staff in the execution of the repair work at its own expense. Contractor will appoint a repair manager.

在实施维修时，客户必须自费为维修员工提供支持。承包商将会指派一名维修经理。

2. Client must take specific measures necessary for the protection of persons and items at the place of repair. Client must also inform the repair manager of existing special safety regulations, if these are of significance for the repair staff. Client will inform Contractor of violations committed by the repair staff of such safety regulations. In the event of serious violations, it may deny the violating party access to the repair site, in consultation with the repair manager.

客户必须采取针对性的必要措施保护维修场所的人员和物品安全。如果现有特定安全法规对维修人员有重大影响，客户还必须告知维修经理。客户应将维修人员违反安全法规的行为告知承包商。如果产生严重违规，客户在与维修经理磋商后，可拒绝违规方进入维修场所。

3. Client is obliged to provide technical assistance at its own expense, and especially to:

客户有义务自费提供技术协助，尤其是：

- a) provide the necessary suitable auxiliary personnel in the number required for the repair work and for the time required; the auxiliary staff must follow the instructions of the repair manager. Contractor does not assume any liability for the auxiliary staff. If defects or damage are caused by the auxiliary staff due to instructions of the repair manager, the regulations of section "I: General Terms and Conditions for the Supply of Machines and Spare Parts", §6 and §7, and this §9 will apply accordingly.

- a) 按照维修工作所需的人员以及所需时间提供必需的辅助人员；辅助人员必须遵从维修经理的指示。承包商不对辅助人员承担任何责任。如果辅助人员因为维修经理指示而造成任何缺陷或损坏，则应按照章节“I：供应机器及零配件的一般条款和条件”第 6、7 条以及本章节第 9 条进行解决。

- b) carry out all construction, bedding and scaffolding work, including the provision of the necessary construction materials.

- b) 执行所有工程、基床和脚手架工作，包括提供必要的建筑材料。

- c) provide the necessary equipment and heavy tools, as well as the necessary commodity items and materials.

- c) 提供必要设备和重载工具，以及必要的商品和物资。

- d) provide heating, lighting, operating personnel, and water, including the necessary connections.

- d) 提供采暖、照明、操作人员和水，包括必要的连接。

- e) provide necessary dry and sealable rooms for the storage of tools for repair staff.

- e) 为维修人员提供必要的密封干室，以便存放工具。

- f) protect the repair site and materials against damaging influences of any type, and clean the repair site.

- f) 保护维修场所和材料，使其免受任何类型的损坏影响，并清理维修现场。

- g) provide suitable theft-proof lounges and work rooms (with heating, lighting, washing facilities and sanitation facilities) and first aid for the repair staff.
 - g) 为维修人员提供适用的防盗休息室和工作空间（配备采暖、照明、清洗设备和卫生设施）以及急救措施。
 - h) provide materials and carry out all other actions necessary for the adjustment of the item being repaired and the execution of a contractually provided test.
 - h) 提供物资，采取其他所有必要措施，以便调整所修物品和实施合同规定的测试。
4. The technical assistance of Client must guarantee that the repair work can be started immediately after the arrival of the repair staff and carried out without delay, until acceptance by Client. If specific plans or instructions of Contractor are necessary, Contractor will provide these to Client in due time.

客户技术协助必须保证维修人员到场后可以立即开始维修，且不产生任何延误，直至客户表示接受。如果需要承包商提供具体方案或指示，承包商应适时向客户提供。

5. Should Client fail to adhere to its obligations, Contractor will be entitled to set a deadline, but it will not be obliged to carry out the actions incumbent upon Client in its place and at its expense. Otherwise, the statutory rights and claims of Contractor shall remain unaffected.

如果客户未遵守其义务，承包商有权设定最后期限，但承包商没有义务采取客户应在其场所自费采取的措施。承包商法定权利及要求不受影响。

§6 Transport and Insurance at Contractor's Plant 承包商工厂内运输和保险

1. Unless otherwise agreed in writing, the transport and removal of the item to be repaired, including any packaging and loading, carried out upon request from Client, will be performed at its expense, otherwise the item being repaired will be delivered to Contractor at Client's expense and collected again by Client after the execution of the repair work by Contractor.

除非以书面形式另有约定，根据客户要求运输和拆卸待维修物品（包括包装和装载）的费用将由客户承担，然后在客户承担费用的情况下将维修物品运至承包商处，由承包商实施维修之后再由客户运回。

2. Client will bear the transportation risk.

客户承担运输风险。

3. Upon request of Client, the transport there and back will be insured, at the Client's expense, against the insurable transportation risks, such as theft, breakage and fire.

根据客户要求，应根据可以投保的失窃、破损或失火等运输风险，为往返运输办理保险，费用由客户承担。

4. There will be no insurance cover during the repair time at Contractor's plant. Client must ensure the maintenance of the existing insurance cover for the item being repaired, e.g. fire, mains water, storm and machine breakage insurance.

在承包商工厂进行维修时未办理保险。客户必须确保为所修物品办理现有各种保险，例如火灾、自来水、暴雨和机器破损保险。

Insurance cover for these hazards can only be arranged upon express request of Client and at its own expense.

只有客户明确要求且由其付款时，方可为上述危害办理保险。

5. In the event of a delay in transfer on the part of Client, Contractor may charge a storage fee for storage at its plant. The item being repaired may also be stored otherwise, at the discretion of contractor. Client will bear the costs and risks of storage.

如果因客户一方产生运输延迟，承包商可能会因为货物存放在其工厂而收取保管费。根据承包商自由裁量权，所

修物品亦可存放在其他地方。存放费用和 risk 由客户承担。

§7 Repair Times, Repair Delays 维修时间、维修延迟

1. Statements about repair times are based on estimations and are therefore not binding.

维修时间声明在估算基础上做出，因此不具有约束力。

2. The agreement of a binding repair time, which must be marked as binding, can only be requested by Client if the extent of the work is set specifically.

对于必须标为“有约束力”的维修时间，只有在明确划定工作范围后，方可由客户申请约定维修时间。

3. The binding repair time will be observed if, by its expiration, the item to be repaired is ready for transfer by Client, or in the case of a contractually scheduled test, ready for its execution.

如果在维修时间到期之前，待修物品准备交由客户运送，或在合同安排有测试的情况下，待修物品准备进行测试，则应遵守有约束力的维修时间。

4. In the case of additional and extended orders, or necessary additional repair work, the agreed repair deadline will be extended accordingly.

如果存在附加或延期订单，或需要额外进行维修，应相应延长约定维修期限。

5. Should the repair work be delayed by measures in the course of industrial disputes, in particular strikes and lockouts, and the occurrence of circumstances for which Contractor is not at fault, an appropriate extension of the repair time shall be given, if such hindrances will demonstrably have a considerable influence on the completion of the repair work.

如果在劳资争议过程中采取措施（特别是罢工和停工）延迟维修，以及出现非由承包商过错所致的情况，则应相应延长维修时间，前提是此种障碍明显对完成维修带来了相当大的影响。

§8 Acceptance 验收

1. Client is obliged to accept the repair work as soon as its completion is displayed to it and any contractually scheduled testing of the item to be repaired has taken place. Should the repair work prove to be not in accordance with the Contract, Contractor will be obliged to rectify the defect. This does not apply if the defect is not significant to the interests of Client or is based on a circumstance for which Client is responsible. If a significant defect does not exist, Client cannot refuse acceptance.

在看到维修完工，以及合同安排的待修物品测试完毕之后，客户有义务尽快验收。如果维修工作被证明不符合本合同要求，承包商有义务对缺陷进行整改。此条规定不适合缺陷对客户利益影响不大，或因客户原因所致的情况。如果不存在明显缺陷，客户不得拒绝接受。

2. Should acceptance be delayed through no fault of Contractor, the acceptance will be deemed carried out once two weeks have passed since the completion of the repair work was stated.

如果验收并非因承包商过错导致延迟，则应在承包商表示完成维修的两周后视为通过验收。

3. With the acceptance, the liability of Contractor for recognisable defects shall become invalid, if Client has not reserved the right to assert a certain defect.

如果客户未保留断言特定缺陷的权利，则在通过验收之后，承包商不再对可识别的缺陷承担责任。

§9 Defects and Liability 缺陷和责任

1. After approval of the repair work, Contractor will be liable for repair defects, with the exclusion of all other claims of Client, notwithstanding Sections 5 and 6, and section “I: General Terms and Conditions for the Supply of Machines and Spare Parts”, §7, Sect.2 of these Terms and Conditions, in such a way that it must rectify the defects. Client must inform Contractor of discovered defects immediately in writing.

不管第 5、6 节以及“一般条款和条件”的章节“I: 供应机器和零配件的一般条款和条件”第 7 条第 2 节有何规定，在维修工作批准之后，承包商应对维修缺陷负责，必须对缺陷进行整改，但客户提出的其他所有索赔不在承包商负责范围内。如果发现缺陷，客户必须立即以书面形式告知承包商。

2. There shall be no liability of Contractor if the defect is not significant to the interests of Client, or is due to circumstances for which Client is responsible. This applies in particular with regard to parts provided by Client.

如果缺陷对客户利益影响不大，或因客户负责的情况所致，则承包商不承担相关责任。这尤其适用于客户提供的零件。

3. In the event of any changes or repair work carried out by Client or third parties improperly or without prior permission from Contractor, the liability of Contractor for the resulting consequences will become void. Only in urgent cases of danger to occupational safety and for the prevention of disproportionately high damage, whereby Contractor must be informed immediately, or if Contractor has allowed a deadline to expire unsuccessfully, in consideration of the statutory exceptions, Client will have the right within the framework of statutory provisions to rectify the defects itself or have them rectified by a third party, and demand reimbursement for the necessary costs from Contractor.

如果客户或第三方进行的变更或维修不恰当或事先未经承包商许可，承包商不对所产生的后果承担责任。只有在危及职业安全或为了避免严重损失的紧急情况下——此时必须立即通知承包商，或承包商考虑到法定豁免情况，让最后期限无法成功到期，客户方有权在法律规定框架内自行对缺陷进行整改或由第三方予以整改，然后要求承包商偿付必要的整改费用。

4. In the case of justified objection, Contractor shall bear the direct costs incurred for the defect rectification, if this does not result in any disproportionate burden for Contractor.

如果提出合理异议，承包商应承担缺陷整改产生的直接费用，前提是这不会给承包商带来不成比例的负担。

5. If Contractor – in consideration of the statutory exemptions – allows an appropriate deadline set for it to rectify a defect to expire unsuccessfully, Client will have a right to a reduction, within the framework of the statutory provisions. Only if the repair is demonstrably not in the interests of Client despite the reduction, can Client withdraw from the Contract.

如果承包商考虑到法定豁免情况，让整改缺陷的最后期限无法成功到期，客户有权在法律规定框架内减小合同价款。客户退出本合同的唯一条件是：即使客户减小合同价款，维修工作仍明显不符合客户利益。

6. Further claims shall be based exclusively on section “I: General Terms and Conditions for the Supply of Machines and Spare Parts”, §7, Sect. of these Terms and Conditions.

进一步的索赔只能按照“一般条款和条件”的章节“I: 供应机器及零配件的一般条款和条件”第 7 条第 2 节进行解决。

7. In addition to the section “I: General Terms and Conditions for the Supply of Machines and Spare Parts”, §7:

除了章节“I: 供应机器及零配件的一般条款和条件”:

If parts of the item to be repaired become damaged and Contractor is at fault, Contractor must, at its discretion and at its own expense, carry out repair work, provide new parts or pay compensation. The costs incurred for this purpose are limited, in the case of slight negligence and gross negligence of non- managerial employees, to the level of the contractual repair price. Moreover, for damage to the item to be repaired, liability exists in accordance with section “I: General Terms and Conditions for the Supply of Machines and Spare Parts”, §7, Sect.

如果待修物品零件因承包商过错而受损，承包商必须以其自由裁量权，自费进行维修，提供新零件或支付赔偿款。如果由非管理层员工的轻微过失或严重过失所致，则由此产生的费用限于合同约定的维修价格内。此外，待修物品损坏时按照章节“I: 供应机器及零配件的一般条款和条件”第 7 条第 2 节规定承担责任。

§10 Provision of Compensation by Client 客户赔偿条款

If, during repair work outside of Contractor's plant, the equipment or tools provided by Contractor are damaged at the repair site or lost and Contractor is not at fault, Client will be obliged to provide compensation for these damages. Damages that can be traced back to normal wear and tear will not be taken into consideration.

如果在承包商工厂外进行维修期间，承包商提供的设备或工具在维修场所损坏或遗失，且非由承包商过错所致，则客户应就此种损坏提供赔偿。可以追溯至正常磨损的损坏不在考虑范围内。

Chapter III. Miscellaneous

第三章 其它

1. These General Terms and Conditions are formulated in English and Chinese languages. In case of discrepancy, the English version shall prevail.
本一般条件和条款用中英文书就。中文与英文不一致的，应当以英文为准。
2. These General Terms and Conditions have binding effect on signatories as listed hereunder.
本一般条件和条款对下列签署人有约束力。

Supplier (company chop):

供应商（公章）：

Orderer/client (company chop):

订货人/客户（公章）

Signature of the authorized representative:

授权代表签名：

Signature of the authorized representative:

授权代表签名

Date/日期：

Date/日期：