

General Terms & Conditions for Services

一般服务条款和条件

GENERAL TERMS & CONDITIONS FOR SERVICES

(March 2022 version)

一般服务条款和条件 (2022 年 3 月版)

1. Scope and Application of these Terms and Conditions

本条款和条件的内容和应用范围

1.1. The present terms and conditions ("**Terms and Conditions**") govern the contractual relationship between the Cavotec entity mentioned in the quotation ("**Cavotec**") on one hand, and the customer ("**Customer**") on the other hand in cases where Cavotec provides services including but not limited to inspection, repair, maintenance, start up and installation supervision ("**the Services**"). This Terms and Conditions also govern the purchase of spare parts ("**Spare Parts**") by the Customer in connection with the Services. "**Affiliates**" shall mean, with respect to any person, any other person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such first person.

本条款和条件 ("**条款和条件**") 适用于报价中提及的凯伏特实体 ("**凯伏特**") 与客户 ("**客户**") 之间的合同关系, 其中由凯伏特提供的服务包括但不限于检验、维修、维护、启动和安装督导 ("**服务**"). 客户购买与服务相关的备件 ("**备件**") 也适用于本条款和条件。"**关联公司**" 是指就任一人员而言, 通过一个或多个中间方直接或间接控制该人员、受控于该人员或者处于与该人员共同控制之下的任何其他人员。

1.2. Individually negotiated contract terms shall prevail over the present Terms and Conditions provided they have been set out in writing (including email or telefax) and confirmed by Cavotec.

单独协商的合同条款应优先于本条款和条件, 但是此类合同条款需以书面形式 (包括电子邮件或电传) 列出, 并经凯伏特确认。

1.3. Information in Cavotec's catalogues, brochures, price lists and other sales materials is preliminary and non-binding. Cavotec shall be free to accept or

reject orders by Customer, regardless of previous transactions.

凯伏特的产品目录、宣传册、价目表和其他销售材料中的信息为参考信息, 不具有约束力。无论之前是否有交易往来, 凯伏特均可自行接受或拒绝客户订单。

1.4. All orders submitted by the Customer shall be subject to this Terms and Conditions, regardless of any provisions to the contrary set out in that Order. All other terms set out or referred to in any Order (including any standard terms of the Customer) are hereby expressly rejected and disappplied and shall have no force or effect.

无论订单中是否含有任何相反规定, 客户提交的所有订单均应符合本条款和条件规定。对于任何订单中规定或提及的各项其他条款 (包括客户的任何标准条款), 特此予以明确拒绝, 定性为不适用, 且不具有任何效力。

1.5. The specific Services to be supplied by Cavotec, the amount of Spare Parts to be purchased by Customer and any additional technical specifications required by Customer ("**Specifications**") shall be specified in details by the Customer in the relevant purchase documents ("**Orders**").

客户应在相关采购文件 ("**订单**") 上详细说明需由凯伏特提供的具体服务、备件的购买数量以及附加技术要求 ("**技术要求**")。

2. Order Process

订单流程

2.1. Orders by Customer shall only be binding on Cavotec once and to the extent they have been confirmed by Cavotec in writing including by email ("**Order Confirmation**"). The Order Confirmation shall include among others, scheduled service starting and ending date.

客户订单对凯伏特仅具有一次性效力, 且仅在凯伏特以电子邮件等书面形式 ("**订单确认**

函") 确认后生效。订单确认函应包括服务的计划开始日期和结束日期等内容。

2.2. Should Customer not reject the Order Confirmation within 24 hours from the date of its receipt (by any means including email), the Order Confirmation shall be deemed accepted and a binding agreement between Cavotec and the Customer shall come into force.

如果客户自收到订单确认函之日起 24 小时内未拒绝该订单确认函 (包括以电子邮件在内的任何方式), 应视为该订单确认函已被接受, 凯伏特和客户之间的约束性协议生效。

2.3. The Order Confirmation prevails and supersedes Customer's Order, in case of conflict the Order Confirmation shall prevail. The agreement between the Customer and Cavotec shall comprise this Terms and Conditions and the terms of the Order Confirmation.

订单确认函适用并取代客户订单; 如有冲突, 以订单确认函为准。客户与凯伏特之间的协议应包括本条款和条件以及订单确认函的条款。

3. Cancellation or Modification of Orders

取消或修改订单

3.1. Should Customer unilaterally cancel a confirmed Order Cavotec shall be entitled to claim: 如果客户单方面取消已确认的订单, 凯伏特有权要求:

- 20% of the Order value as liquidated damages for cancellations communicated up to 30 calendar days prior to the service start date (or delivery date in case of spare parts Order).

自服务开始日期 (或备件订单交付日期) 前 30 个日历日内通知取消订单, 征收订单额的 20% 作为违约金。

- 50% of the Order value as liquidated damages for cancellations communicated up to 7 calendar days

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prior to the service start date (or delivery date in case of spare parts Order).

自服务开始日期（或备件订单交付日期）前 7 个日历日内通知取消订单，征收订单额的 50% 作为违约金。

- 90% of the Order value as liquidated damages for cancellations communicated up to 48 hours prior to the service start date (or delivery date in case of spare parts Order).

自服务开始日期（或备件订单交付日期）前 48 小时内通知取消订单，征收订单额的 90% 作为违约金。

Additionally, Cavotec can claim compensation for proven costs (including loss of profits) exceeding the above amounts. In the event of a jointly agreed cancellation of confirmed orders, resulting costs and liabilities shall be agreed on a case-by-case basis.

此外，若经证实，产生的实际费用（包括利润损失）超过上述违约金，凯伏特可为此提出索赔。如果双方同意取消已确认的订单，由此产生的费用和责任应根据具体情况商定。

- 3.2. Customer is entitled to modify or change an Order prior to Cavotec Order Confirmation, provided that price and time for the performance of the Service and delivery of Spare Parts will be revised accordingly.

客户有权在凯伏特发出订单确认函之前修改或变更订单，但是服务的履行及备件的交付价格和时间均要作相应调整。

- 3.3. Modifications or changes of confirmed Orders (whether technical or commercial) are only binding if they are accepted by Cavotec in writing. Agreed modifications will be reflected in a changed order ("**Changed Order**") to be signed by Cavotec and specifying, among others among others revised price, increased costs (if any) and time for the performance of the Service and delivery of Spare Parts For the avoidance of doubt, Cavotec shall

not be under any obligation to accept any modifications or changes in the Order.

对已确认订单进行（无论是技术性还是商业性）的修改或变更须经凯伏特书面接受才具有约束力。已变更订单（“**已变更订单**”）应体现达成一致的修改且由凯伏特签字确认，需明确修改后的价格、履行服务和交付备件需增加的费用（如有）和时间等。为避免疑义，凯伏特无义务接受对订单做出的任何修改或变更。

4. Customer's Support Obligations 客户的支持义务

- 4.1. Customer is responsible for ensuring the accuracy of the terms of any Order (including but not limited to quantity of Spare Parts, and technical requirements).

客户负责确保任何订单条款的准确性（包括但不限于备件的数量和技术要求）。

- 4.2. Cavotec shall under no circumstances be liable if Services do not comply with technical or commercial requirements not communicated by Customer in the Order, or if the Services are delayed due to Customer's failure to communicate such requirements in the relevant Order.

若因客户未在订单上说明技术或商业要求而导致服务不符或延误，凯伏特在任何情况下均不承担责任。

- 4.3. Customer shall be responsible for ensuring at its own expense that any preparatory measures required from its side for the provision of the Services are properly completed prior to the service start date. This in particular includes granting access to Customer's site ("**Site**") and carry out any action required in order to allow Cavotec to perform the work on Site, where Services have to be completed on Site, as well as related approvals and regulatory permits.

在服务开始前，客户应确保已妥善完成由其负责的任何服务所需的准备措施，并自行承担相应费用。尤其包括允许凯伏特进入客户现场

（“**现场**”），同时给予所需协助，以便凯伏特在现场开展工作（对于必须在现场完成的服务），另外还应负责获得相关审批和监管许可。

- 4.4. Customer shall be responsible for prevention of accidents and diseases on Site, as well as for informing Cavotec personnel about relevant health and safety rules. It shall notify Cavotec in writing of the name of the responsible safety officer.

Cavotec reserves the right to suspend the Services if health and safety conditions are not met or if its employees are not adequately informed. In the case of accident or injury to Cavotec employees, Customer shall grant Cavotec free access to the accident site to ascertain the relevant cause(s).

客户应负责预防现场事故和疾病，告知凯伏特人员相关的健康和安全管理规定。将安全负责人的姓名书面通知凯伏特。如未达到健康和安全管理或其员工未被充分告知，凯伏特保留中止服务的权利。如果凯伏特员工发生事故或伤害，客户应允许凯伏特自由出入事故现场确定事发原因。

- 4.5. Customer shall ensure that the Services can start and progress according to the Cavotec Order Confirmation

客户应确保服务的开始和进行以凯伏特的订单确认函为准。

- 4.6. If Cavotec is for reasons attributable to Customer prevented from carrying out the Services, any resulting costs shall be borne and fully indemnified by Customer on Cavotec request.

若因客户原因导致凯伏特无法开展服务，由此产生的任何费用应凯伏特要求均需由客户承担并给予完全赔偿。

5. Prices and Payment Terms 价格和支付条款

- 5.1. All prices quoted by Cavotec are exclusive of taxes, levies and duties (including in particular

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VAT and customs duties), freight charges, costs related to health and safety aspects and Site preparation and travel expenses in relation with the Services. Unless otherwise agreed in writing, all such taxes, levies, duties, charges and costs shall be borne by Customer. Any third party costs settled by Cavotec on behalf of Customer shall be invoiced by Cavotec together with the Spare Parts or Services to which they relate, subject to a handling fee of 15%, and shall be fully reimbursed by Customer.

凯伏特报出的所有价格均不包含税费、征费和关税（尤其包括增值税和海关税）、运费、与健康和安全相关的费用以及与服务相关的现场准备费和差旅费。除非另行书面约定，所有此类税费、征费、关税、收费和成本应由客户承担。由凯伏特代客户结算的任何第三方费用应由凯伏特连同与其相关的备件或服务一起开具发票，同时收取 15% 的手续费，由客户全额报销。

- 5.2. The Order price is subject to the Services being carried out without any suspension or delay. Costs which are not foreseen in the Order (such as costs related to waiting time, etc.) shall be at Customer's expense.

订单价格取决于服务的履行情况，不得有任何中止或延迟。订单中未预见的费用（如与等待时间相关的费用等）应由客户承担。

- 5.3. Unless otherwise agreed in writing, invoices shall be due and payable within 30 calendar days of the invoice date. Deductions from the invoice amount, whether by way of set-off, counterclaim, discount or otherwise, are not permissible.

除非另行书面约定，发票应在开票后 30 个日历日内到期支付。不得通过抵销、反诉、折扣等方式抵扣发票金额。

6. **Payment Default**
付款违约

- 6.1. In the event that Customer fails to respect the agreed payment term, Customer shall automatically, i.e. without further notice, be deemed to be in default, and Cavotec shall be entitled to interest on all outstanding amounts at a rate of 5% per annum above the Euribor as of the due date.

如果客户未能遵守约定的付款条件，应被自动视为违约且无需另行通知。凯伏特自付款到期日起应有权收取所有未付金额的利息，年利率为欧元银行同业拆借利率（Euribor）上浮 5%。

- 6.2. In the event that Customer should (i) be in default with any due amounts owed to Cavotec, or (ii) become bankrupt, enter into liquidation, receivership or any other composition scheme with creditors, Cavotec shall have the right to cancel any open Orders and terminate any contracts with Customer, discontinue the Services and demand additional damages and interest.

如果客户 (i) 拖欠凯伏特的任何到期款项，或 (ii) 破产、清算、被接管、与债权人达成任何其他和解方案，凯伏特有权取消任何未结订单并终止与客户的任何合同，停止服务并要求额外的损害赔偿和利息。

7. **Delivery/Inspection of Delivery/Transfer of title.**
交付/交付检验/物权转移

- 7.1. Unless otherwise agreed, delivery shall be made Ex-Works (Cavotec Premises) Incoterms® 2020 at the location specified in the Cavotec Order Confirmation. Risk of loss or damage to Spare Parts shall pass to Customer at the time of delivery. 除非另行约定，应根据《2020 年国际贸易术语解释通则》按 Ex-Works（凯伏特工厂）交货，地点见凯伏特订单确认函规定。备件丢失或损坏的风险在交货时转移至客户方。

- 7.2. Upon receipt, Customer shall examine the Spare Parts for any visible defects in quantity or quality and promptly notify Cavotec thereof. Shall Customer fail to notify visible defects within 30

days from receipt, the Spare Parts shall be deemed accepted.

客户在收货后应检查备件的数量或质量是否有任何可见缺陷，若有应立即通知凯伏特。如果客户未能在收货后 30 天内告知可见缺陷，应被视为已接受备件。

- 7.3. Upon completion of the Services, Customer shall inspect the relevant Services and promptly notify Cavotec of any non-conformity within 7 days otherwise it will be deemed accepted after 7 days. Acceptance tests shall only occur if so agreed on a case-by-case basis. In such case, the relevant procedure, timing and consequences of acceptance tests shall be set out in a written document forming part of the contractual documentation.

客户在凯伏特完成服务后应进行检验，并在 7 天内将任何不符合项及时通知凯伏特，否则 7 天后被视为已接受。验收测试需由双方结合具体情况达成一致时方可进行。在此情形下，验收测试的相关程序、时间和结果应在书面文件中规定，构成合同文件的一部分。

- 7.4. Unless otherwise agreed in writing, time of delivery shall not be deemed to be of the essence. Except in the event of gross negligence or willful misconduct, Cavotec shall not be held liable for any delay in supplying of Spare Parts. The liability limitations pursuant to Clause 11 shall apply. In case of Force Majeure events, Customer's default or any delay not attributable to Cavotec, the time for performance shall be extended accordingly. 除非另行书面约定，交付时间不应被视为具有至关重要性。除非发生重大疏忽或故意不当行为，凯伏特不对备件供应出现的任何延迟负责。责任限制适用于第 11 条规定。如果因不可抗力事件、客户违约或任何非凯伏特原因造成的延迟，履约时间应相应延长。

- 7.5. Should Customer not be able to take delivery of the Spare Parts on the delivery date, Cavotec shall charge Customer a sum equal to 2% of the Order value per week of delay in addition to storage costs

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and any other costs Cavotec may incur. Cavotec shall not be liable in any manner whatsoever for any damages or loss of the Spare Parts in case Customer fails to take delivery of the Spare Parts on the delivery date.

如果客户无法在交付日接收备件，除了储存费用和可能产生的任何其他费用之外，凯伏特还应每周向客户收取订单额 2% 的费用。如果客户未能在交付日接收备件，凯伏特对备件的任何损坏或损失概不负责。

8. Execution of the Order 执行订单

8.1. Cavotec employees shall be exclusively instructed by Cavotec. Customer shall not require Cavotec personnel to supply Spare Parts or services not specified in the Order, unless Cavotec has given its consent, and a Changed Order has been issued. Cavotec shall not be bound by any representations made by its employees on Site unless such representations are confirmed in writing by an authorized representative of Cavotec.

凯伏特员工只听从凯伏特的指导。客户不得要求凯伏特人员提供订单中未规定的备件或服务，除非获得凯伏特同意并发出已变更订单。凯伏特员工在现场做出的任何表示对凯伏特均无约束力，除非此类表示得到凯伏特授权代表的书面确认。

8.2. The Services shall be supplied in accordance with Cavotec Order Confirmation. Unless otherwise agreed in writing, time of completion shall not be deemed to be of the essence. The liability limitations pursuant to Clause 11 shall apply. In case of Force Majeure events, Customer's default or any delay not attributable to Cavotec, the time for performance shall be extended accordingly. 应根据凯伏特的订单确认函提供服务。除非另行书面约定，完成时间不应被视为具有至关重要性。责任限制适用于第 11 条规定。如果因不可抗力事件、客户违约或任何非凯伏特原因造成的延迟，履约时间应相应延长。

9. Handling of the Spare Parts 备件处理

9.1. Customer shall ensure that the Spare Parts are used only for the purposes and in the manner for which they were designed and supplied by Cavotec. 客户应确保仅以凯伏特所设计和供货的目的和方式使用备件。

9.2. Customer shall take measures to ensure that all persons likely to use or come into contact with the Spare Parts receive appropriate training and instructions, that any relevant safe working practices are adopted and complied with, that warning notices displayed on or provided with the Spare Parts are not removed or obscured, and that the Spare Parts are only used in accordance with Cavotec's instructions and warnings.

客户应采取适当措施确保所有可能使用或接触备件的人员接受适当的培训和指导，采用并遵守任何相关安全工作规范，不移除或遮挡备件上显示或具有警告注意事项，且仅根据凯伏特的说明和警告使用备件。

9.3. In the event that any claims should be brought against Cavotec by third parties due to Customer's non-compliance with this Clause 9, Customer shall fully indemnify and hold harmless Cavotec against any such claims.

如果第三方因客户未遵守第 9 条的规定向凯伏特提出任何索赔，客户应就任何此类索赔对凯伏特进行全额赔偿并使其免受损害。

10. Cavotec Warranty 凯伏特保证

10.1. Cavotec warrants that the Spare Parts shall be manufactured in compliance with the specifications provided by Cavotec. Any other express or implied warranties or representations, including in particular any warranty or representation of merchantability, fitness for purpose, or warranty regarding the interaction of Spare Parts with equipment, software or systems of third parties are

expressly excluded, unless otherwise mutually agreed in writing by Cavotec and the Customer (including by e-mail).

凯伏特保证备件的制造符合凯伏特给出的技术要求。明确排除任何其他明示或暗示的担保或声明，尤其包括任何适销性、适用性的保证或声明，或备件与第三方设备、软件或系统之间的兼容性保证，除非凯伏特和客户双方另行书面约定（包括通过电子邮件）。

10.2. Cavotec warrants that during the Services Warranty Period, the Services shall be performed with professional care and in compliance with the specifications provided by Cavotec. Any other express or implied warranties or representations, including in particular any warranty or representation of merchantability, fitness for purpose, or warranty regarding the interaction of Services with equipment, software or systems of third parties, are expressly excluded, unless otherwise mutually agreed by the parties in the Order.

凯伏特保证在服务质保期内认真专业地按照给出的规范提供服务。明确排除任何其他明示或暗示的担保或声明，尤其包括任何适销性、适用性的保证或声明，或服务与第三方设备、软件或系统之间的兼容性保证，除非双方在订单上另行约定。

10.3. (i) Cavotec liability in respect of Spare Parts shall be limited to a warranty period of twelve months from the invoice date ("**Spare Parts Warranty Period**").

(i) 凯伏特对备件承担的责任应以自开票日起十二个月的质保期（“**备件质保期**”）为限。

(ii) Cavotec liability in respect of any Services provided shall be limited to a warranty period ("**Services Warranty Period**") of twelve months from the earliest of (i) completion of the Services; or (ii) the invoice date. Any defect discovered by Customer during the Warranty Period shall promptly be notified to Cavotec in writing.

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(ii) 凯伏特对其提供的任何服务的责任应自 (i) 服务完成之日或 (ii) 开票日起十二个月的质保期 (“**服务质保期**”) 为限, 以较早者为准。客户在质保期内发现的任何缺陷应立即以书面形式通知凯伏特。

10.4. During the Spare Part Warranty Period or the Services Warranty Period (as the case may be), Cavotec liability shall be limited to the re-performance of those Services (or parts thereof) or replacement/repairing of Spare Parts which are defective during the Warranty Period. . Customer shall have no other rights or remedies with respect to any defective Services or Spare Parts, whether under contract law, in tort or otherwise.
在备件质保期或服务质保期 (视情况而定) 内, 凯伏特的责任应限于重新提供服务 (或相关部件) 或更换/维修质保期内存在缺陷的备件。无论是根据合同法、侵权法还是其他法律, 客户对任何有缺陷的服务或备件都不享有其他权利或救济。

10.5. Customer's warranty rights are subject to Cavotec's determination that (a) Cavotec was promptly notified in writing of the defects within the Spare Part Warranty Period or the Services Warranty Period (as the case may be), (b) Cavotec examination discloses to its reasonable satisfaction that Services were not performed with professional skill and care or the Spare Parts were defective, (c) that the defect was not caused by misuse, abuse, neglect, alteration, improper storage, transportation or handling, or an unforeseeable external factor, (d) the Spare Parts and/or systems have been maintained in accordance with the operation and maintenance manual provided by Cavotec; and (d) Customer has not attempted to re-perform the Services or repair the Spare Parts itself or to have them performed or repaired by any third party.
客户享有的质保权利以凯伏特确定的解释为准, 即 (a) 凯伏特在备件质保期或服务质保期内 (视情况而定) 及时收到书面缺陷通知, (b) 凯伏特以合理方式检查发现确未以专业技能和谨慎态度开展服务或备件存在缺陷, (c) 缺陷非由

误用、滥用、疏忽、变更、不当储存、运输或搬运或不可预见的外部因素所造成, (d) 备件和/或系统已按照凯伏特提供的操作和维护手册进行了维护; 以及 (d) 客户未自行尝试重新服务或维修备件, 也未尝试请求任何第三方提供服务或维修备件。

11. Limitation of Liability 责任限制

11.1. Unless otherwise required under mandatory provisions of Swiss law, Cavotec total liability with respect to any Services and Spare Parts, including for tort, strict liability or otherwise shall be limited in the aggregate to the total price paid by the Customer.
除非根据瑞士强制性法律规定具有另行要求, 否则凯伏特对任何服务和备件的全部责任, 包括侵权、严格责任或其他责任, 应以客户支付的总价为限。

11.2. Under no circumstances shall Cavotec be liable for any consequential or indirect damages, including but not limited to loss of profits, loss of opportunity, loss of anticipated savings, loss of data, reputational harm, and costs of any regulatory fines or penalties.
在任何情况下, 凯伏特不对任何结果性或间接性损害负责, 包括但不限于利润损失、机会损失、预期储蓄损失、数据丢失、声誉损害以及任何监管罚款或处罚费用。

12. Intellectual Property Rights / Data 知识产权/数据

12.1. Customer acknowledges that all intellectual property rights relating to Services and Spare Parts, in particular all know-how, patent rights, design rights, copyrights and related rights, database rights, trademark rights and chip rights, relating to Services, Spare Parts and/or the underlying technology and processes for the development, manufacturing of Spare Parts or provision of

Services (collectively "**Intellectual Property Rights**"), shall at all times remain the property of Cavotec and/or, as the case may be, of Cavotec's Affiliates, and that Customer does not acquire any right, title or interest in such rights by virtue of purchasing Services and the Spare Parts from Cavotec.

客户承认, 与服务 and 备件相关的所有知识产权, 尤其是与服务、备件和/或用于开发、制造备件或提供服务的基础技术和工艺相关的所有专有技术、专利权、设计权、版权和相关权利、数据库权利、商标权和芯片权 (合称为“**知识产权**”), 应始终属于凯伏特和/或视情况而定属于凯伏特关联公司的财产, 客户不会因从凯伏特购买服务和备件而获得任何权利、所有权或利益。

12.2. Cavotec's Intellectual Property Rights extend to data generated in connection with the use of Spare Parts, which are made available to Cavotec ("**Data**"). Customer acknowledges and agrees that Cavotec will collect, process, analyze and use such Data for internal purposes, in particular for further developing and improving Cavotec's Spare Parts and Services. Limitations to this principle or specific arrangements concerning Data generated by Customer may from time to time be agreed in the Order.

凯伏特拥有的知识产权涵盖由凯伏特获取的与备件使用相关的数据 (“**数据**”)。客户承认并同意, 凯伏特可出于内部目的, 特别是为进一步开发和改进凯伏特的备件和服务, 而收集、处理、分析和使用此类数据。订单中可能会不时约定对本原则的限制或对客户生成数据的具体安排。

12.3. In the event that Customer should become aware that Cavotec's Intellectual Property Rights may have been infringed by third parties, or that an infringement is imminent, it shall inform Cavotec thereof as quickly as possible and shall assist Cavotec in taking appropriate measures.

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如果客户知晓凯伏特的知识产权可能已被或即将被第三方侵犯，则应尽快通知凯伏特并协助凯伏特采取适当措施。

- 12.4. Customer shall notify Cavotec promptly if it should receive notice of any demand, claim, suit or proceeding alleging that Services of Cavotec infringe any intellectual property rights of a third party.

如果客户收到任何声称凯伏特的服务侵犯第三方知识产权的要求、索赔、起诉或诉讼的通知，应立即通知凯伏特。

13. Personal Data Collection and Data Processing 个人数据收集和数据处理

- 13.1. Cavotec shall collect and process personal data only and to the extent required under these Terms and Conditions, and/or agreements made further to them.

凯伏特应仅收集和處理个人数据，且仅限于本条款和条件和/或其进一步约定所要求的范围。

- 13.2. Cavotec shall ensure that the collection and processing of personal data occurs in compliance with all applicable data protection standards.

凯伏特应确保个人数据的收集和處理符合所有适用的数据保护标准。

14. Confidentiality 保密条款

- 14.1. Confidential information of Cavotec regarding Spare Parts, Services and/or the underlying technologies and software, or regarding Cavotec's terms of collaboration with Customer, or regarding operational, financial, or other business information relating to Cavotec and/or its affiliates ("**Confidential Information**") shall be kept confidential by Customer, and shall not be disclosed to any third parties without Cavotec's prior written agreement, unless specifically required by a final judgment or order by a

competent governmental authority, court, tribunal, or regulatory body.

凯伏特关于备件、服务和或基础技术和软件的机密信息，或关于凯伏特与客户合作条款的机密信息，或关于凯伏特和/或其关联公司的运营、财务或其他业务情况的机密信息（“**机密信息**”）应由客户保密，未经凯伏特事先书面同意，不得向任何第三方披露，除非主管政府机关、法院、特别法庭或监管机构的最终判决或命令提出特别要求。

- 14.2. The obligations pursuant to this Clause 14 shall not apply to any Confidential Information which (i) has entered the public domain other than as a result of Customer's breach of its confidentiality obligations, (ii) has been lawfully received by Customer from a third party on an unrestricted basis, (iii) was known to Customer prior to disclosure by Cavotec, or (iv) was independently developed by Customer.

第 14 条规定的义务不适用于以下任何机密信息：(i) 非因客户违反其保密义务而进入公共领域的信息；(ii) 客户在不受保密限制的条件下从第三方处合法获取的信息；(iii) 在凯伏特披露之前已为客户所知的信息；或 (iv) 由客户独立开发的信息。

15. Suspension 中止

- 15.1. Should Customer fail to fulfill any obligations under the Order or any Changed Orders (including in particular to carry out all to allow Cavotec to perform works on site), Cavotec shall be entitled to suspend the Services until the failure is remedied. The time for completion of the Services specified in the Order or Changed Order shall be extended accordingly, Customer shall be liable to compensate Cavotec for all the costs incurred of the date of suspension.

如果客户未能履行订单或任何已变更订单项下的任何义务（尤其包括履行各项义务从而允许凯伏特在现场开展工作），凯伏特有权中止服务，直至各项违反得以补救。订单或已变更订

单中规定的服务完成时间应相应延长，客户应负责赔偿凯伏特自中止之日起发生的所有费用。

- 15.2. If performance of the Order is suspended by the Customer for more than one month, Cavotec shall be entitled to receive compensation for the costs incurred as of the date of suspension plus reasonable loss of profits.

如果客户中止履行订单的时间超过一个月，凯伏特有权要求补偿自中止之日起产生的费用和合理的利润损失。

16. Force Majeure 不可抗力

- 16.1. Cavotec shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock-outs, accidents, riots, pandemic diseases, government orders, war or civil war, whether declared or not, fire, breakdown of plant or machinery, shortage or unavailability of materials or labour force from suppliers, or embargo measures or trade sanctions ("**Force Majeure Event**").

凯伏特对因超出其合理控制范围的事件或情况导致其延迟履行或未能履行其义务概不负责，包括但不限于天灾、罢工、封锁、事故、暴乱、流行病、政府令、战争或内战（无论是否宣战）、火灾、设备或机械故障、供应商所需材料或劳动力短缺或无法提供、禁运措施或贸易制裁（“**不可抗力事件**”）。

- 16.2. The Party affected by a potential Force Majeure Event shall notify the other Party no later than five (5) calendar days after information about the potential Force Majeure Event has become available and liaise in order to determine adequate mitigation measures. Under all circumstances, Customer shall pay to Cavotec all expenses incurred by Cavotec until the date of Force Majeure Event.

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受潜在不可抗力事件影响的一方应在明确有关潜在不可抗力事件的信息后最多五（5）个工作日内通知另一方并保持沟通以确定适当的缓解措施。客户在任何情况下都应向凯伏特支付不可抗力事件发生之前由凯伏特产生的所有费用。

17. Permits and Licenses / Compliance with Laws 许可和授权/合法性

17.1. Any supply under these Terms and Conditions shall be subject to any laws and other restrictions on the export, re-export or import of any technology licensed under the Contract as may be imposed from time to time by the European Economic Area (“EEA”), Switzerland, the United States and / or other country governments or their agencies (“Authorities”). The Customer and its Affiliates shall not export, re-export or import, directly or indirectly, any such technology licensed from or provided by Cavotec and its Affiliates to any country / territory / sector / entity or individual for which the Authorities require an export or import licence or other governmental authorization at the time of such export or import, without first obtaining such applicable and valid licence or authorization. The Customer shall require that all third parties receiving such technology from the it or its Affiliates comply with this requirement.

根据本条款和条件进行的任何供货都应受制于欧洲经济区（“EEA”）、瑞士、美国和/或其他国家政府及其代理机构（“政府当局”）不时对本合同所许可的任何技术的出口、再出口或进口施加的任何法律和其他限制措施。如果由凯伏特及其关联公司许可或提供的任何技术的出口和进口需经政府当局许可或授权，在未事先获得适用和有效的许可或授权时，客户及其关联公司不得直接或间接向任何国家/地区/部门/实体或个人出口、再出口或进口任何此类技术。客户应要求从其自身或其关联公司接收上述技术的所有第三方遵守此要求。

17.2. The performance by either of the Parties of an obligation under these Terms and Conditions,

which requires an export or import licence or other government authorization, and any other obligation affected shall, to the extent it is necessary, automatically be suspended until such licence or authorization is given. If such licence or authorization is not granted within a reasonable time or is revoked by the competent Authorities, Cavotec shall be entitled to terminate the Order or the Changed Order, and the Customer shall indemnify, defend and hold harmless the Cavotec Group on demand for any loss or damage which Cavotec and its Affiliates may suffer or incur as a result of such termination.

若任何一方在履行本条款和条件下的义务或其他义务时需经政府当局授予出口或进口许可或授权方可履行，则此类义务在获得此类许可或授权之前应在必要范围内自动中止履行。若政府当局未在合理时间内授予此类许可、授权或被其撤销，凯伏特有权终止订单或已变更订单，客户应根据凯伏特集团的要求，对凯伏特及其关联公司因此终止可能遭受或招致的任何损失或损害进行赔偿、抗辩和使其免受损害。

17.3. Unless agreed in writing by Cavotec, the Spare Parts are provided on strict condition that they shall not be supplied to any country / territory / sector / entity or individual, whether directly or indirectly, for any application where such supply or application is prohibited by any law or regulation binding or effective in that country, in the EEA, Switzerland, the United States and / or the country of manufacture (the “Affected Products & Technology”). The Affected Products and Technologies may only be supplied when there is a valid licence or authorization issued by competent authorities for such purposes and a prior written authorization issued by Cavotec.

除非经凯伏特书面同意，应按以下严格条件提供备件，即目的国、欧洲经济区、瑞士、美国和/或生产国所颁布的任何具有约束力或现行适用的法律或法规禁止此类备件的供货或使用，不得直接或间接向该类国家/地区/部门/实体或个人提供备件以用于任何用途（“受限产品和技术”）。受限产品和技术需经政府主管部门

授予有效许可和授权并且得到凯伏特事先签发的书面授权后方能提供。

17.4. Whenever Cavotec so requests in writing, the Customer shall provide Cavotec with an end-use /end user / final destination certificate, which shall be on such terms and in such form as Cavotec requires and signed by the end-user confirming that it shall comply with Clause 17.3. Until such time Cavotec has received such end-user/end user / final destination certificate, Cavotec shall be entitled to suspend the performance under these Terms and Conditions. The payment obligations to Cavotec shall remain the same regardless of such delays. 每当凯伏特以书面形式要求客户向其提供产品和技术的最终用途/最终用户/最终目的地证明时，客户应按照凯伏特要求的条款和格式上签字确认其符合第 17.3 条的规定。凯伏特在收到最终用户/最终用户/最终目的地证明之前有权中止履行本条款和条件。无论是否发生上述延迟，向凯伏特付款的义务保持不变。

17.5. The end use /end user / final destination certificate shall form part of these Terms and Conditions. Customer agrees and accepts that it shall be liable for any acts or omissions in relation to the end use, end user and final destination of the Spare Parts (including (without limit) the acts or omissions of the Customer, its Affiliates and/or any third party in breach of any of the provisions set out in Clause 17.3 and further agrees that such a breach shall be deemed a fundamental breach of these Terms and Conditions by the Customer, and shall entitle Cavotec, among other available legal remedies, to terminate the Order or the Changed Order forthwith by giving written notice to the Customer. 最终用途/最终用户/最终目的地证明应构成本条款和条件的一部分。客户同意并接受，对备件的最终用途、最终用户和最终目的地相关的任何作为或不作为（包括但不限于客户及其关联公司和/或任何第三方违反第 17.3 条规定的作为或不作为）负责，并进一步同意，此类违约应

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被视为其对本条款和条件的根本性违反，为此，凯伏特除了享有其他可获取的法律救济措施之外，还有权通过向客户发出书面通知立即终止订单或已变更订单。

- 17.6. Cavotec may at its reasonable discretion, without breaching these Terms and Conditions, delay, withhold or refuse the provision of Spare Parts in any territory or upon any site deemed by Cavotec to be unsafe or unfit for Cavotec's personnel, upon written notice of which the Parties may agree to reschedule or remove said portion of the Spare Parts from the performance of the Order or the Changed Order.

在不违反本条款和条件的情况下，凯伏特可自行合理决定延迟、撤回或拒绝在凯伏特认为对其人员不安全或不适合的任何地区或任何地点提供备件，并就此发出书面通知后，双方应同意重新安排或从履行的订单或已变更订单中删除上述部分的备件。

- 17.7. Customer undertakes to at all times comply with all applicable laws and regulations concerning Services and Spare Parts supplied by Cavotec, including, but not limited to customs regulations, anti-bribery laws, trade sanctions, environmental laws, transport regulations, health and safety regulations and insurance requirements.

客户承诺始终遵守各项涉及凯伏特服务和备件的适用法律法规，包括但不限于海关规定、反贿赂法、贸易制裁、环境法、运输法规、健康和安法规以及保险要求。

18. Purchase Price Adjustment 采购价格调整

- 18.1. Cavotec reserves its right to revise the price quoted in case of any rise in the cost of raw materials or components used (provided that such increase will be properly documented).

若所用原材料或组件的成本上涨，凯伏特保留修改报价的权利（前提是此类上涨应被适当记录）。

19. Currency Fluctuation 币值波动

Should there be a currency fluctuation between the date of this purchase order and the delivery date of more than 2% the Customer and the Supplier shall agree on a price adjustment based on the exchange conversion rate quoted by Reuters on the delivery date

若本采购订单日期和交付日期之间的币值波动超过 2%，客户和供应商应根据路透社在交付日期所报的汇率就价格调整达成一致。

20. Termination 终止

- 20.1. Either party shall be entitled to terminate the Order or any Changed Order at any time in the event that the other party fails to perform any of its obligations and does not take the satisfactory steps to remedy its failure within fifteen days following the receipt of a notice in writing from the non-defaulting party to the defaulting party requiring the remedy of the breach.

如果一方未能履行其任何义务，且未能在收到守约方要求对违约行为进行补救的书面通知后十五天内采取令人满意的措施对违约行为进行补救，则守约方有权随时终止订单或任何已变更订单。

- 20.2. In the event of a termination of the Order, or any Changed Order for whatever reasons, the provisions of this Clause 18 as well as of Clauses 11, 12, 13, 14, 16, 18, 19 and 21 shall continue to remain in force.

如果订单或任何已变更订单因任何原因终止，第 18 条以及第 11、12、13、14、16、18、19 和 21 条的规定应继续有效。

21. Applicable Law and Jurisdiction 适用法律和管辖权

- 21.1. These Terms and Conditions, and any transactions made further to them, shall be subject to the Laws

of the People's Republic of China., excluding its rules on conflict of laws and excluding international treaties (in particular the UN Convention on Contracts for the International Sale of Goods).

本条款和条件以及任何进一步的事项均适用于中华人民共和国法律，但不适用于其法律冲突规则，也不适用于国际条约（特别是《联合国国际货物销售合同公约》）。

- 21.2. All disputes arising out of or related to the Agreement shall be finally settled by the Hangzhou Arbitration Commission by three arbitrators appointed in accordance with Hangzhou Arbitration Commission Rules. The place of arbitration shall be Hangzhou, People's Republic of China. The arbitration shall be conducted in English. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, its reasonable attorneys' fees and costs, including the costs of the arbitration. Judgment on any arbitral award may be entered in any court having jurisdiction.

由本协议引起的或与本协议相关的所有争议应由杭州仲裁委员会根据杭州仲裁委员会仲裁规则任命的三名仲裁员做最终裁决。仲裁地点应为中华人民共和国杭州。仲裁语言为英语。仲裁员应根据其决定（如有）向胜诉方收取合理的律师费和相关费用，包括仲裁费。任何有管辖权的法院均可对任何仲裁裁决作出判决。