

General Terms & Conditions for Supply of Works (Products and Associated Services) –

一般工程条款和条件（产品和相关服务） –

GENERAL TERMS & CONDITIONS FOR SUPPLY OF WORKS (March 2022 VERSION)

一般工程条款和条件（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" and together with Cavotec the "Parties") on the other hand, in cases where Cavotec provides products (including capital spare parts) and associated services such as installation and commissioning ("the Works"). "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”，与凯伏特合称“双方”）之间的合同关系，其中由凯伏特提供产品（包括关键备件）和安装、调试等相关服务（“工程”）。“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. All orders submitted by the Customer shall be subject to these 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。
- #### 2. Order Process 订单流程
- 2.1. The specific products and/or services to be supplied by Cavotec for the Works ("Products", "Services") are defined in specific purchase documents ("Orders"). Any additional technical specifications ("Specifications") shall be specified in details by the Customer in the relevant Order. 凯伏特为工程提供的具体产品和/或服务（“产品”、“服务”）见具体采购文件（“订单”）的规定。客户应在相关订单中详细说明任何附加技术要求（“技术要求”）。

- 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 start 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。
- 2.3. Should Customer fail to reject the Order Confirmation within 72 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 72 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。
- 2.4. 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 these 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。
- 2.5. 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。

3. Drawings and Technical Documents 图纸和技术文件

- 3.1. If drawings are required, all drawings and technical documents relating to the Products submitted by one party to the other shall remain the property of the submitting party (including the applicable Cavotec Affiliate). 如需提供图纸，一方向另一方提供的与产品相关的所有图纸和技术文件应仍属于提供方（包括相关的凯伏特关联公司）的财产。
- 3.2. Drawings, technical documents or other technical information received by one party (including the applicable Cavotec Affiliate) shall not, without the written consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the written consent of the submitting party, otherwise be used or copied, reproduced,

transmitted or communicated to a third party (other than Cavotec Affiliates).

未经另一方书面同意，一方（包括相关的凯伏特关联公司）收到的图纸、技术文件或其他技术信息不得用于另一方提供目的之外的任何其他目的。未经提供方的书面同意，接收方不得另外使用上述资料或其复制、翻印、传送或传达给第三方（凯伏特关联公司除外）。

- 3.3. Should Customer's approval of the drawings, technical specifications and/or other technical documents be required, it shall do within 5 days from their receipt ("Customer Documents"), otherwise Customer's Documents will be deemed accepted.

如果客户需对其图纸、技术要求和/或其他技术文件进行审批，应在接收方收到（“客户文件”）后 5 天内结束审批，否则视为客户文件已被接收方接受。

4. Acceptance Tests 验收测试

- 4.1. Acceptance testing can only be requested to the extent provided in the quotation. Unless otherwise agreed, acceptance testing will be completed according to Cavotec's process and success criteria. If Customer approvals are required, these shall not be unreasonably withheld. In the event of any acceptance test delays caused by the Customer, the original project delivery time agreed by the Parties shall be revised accordingly and in no event shall such Customer delays result in a penalty or other loss for Cavotec. Customer's payment obligations shall remain the same regardless such delays. Customer shall be given a minimum of one (1) week notice prior to commencement of acceptance testing. Should Customer not be able to attend the acceptance test, the acceptance test report shall be sent to the Customer and shall be deemed to have been accepted as accurate. If applicable, factory acceptance testing will take part at the Product's place of manufacture unless mutually agreed otherwise. If site acceptance testing is included in the quotation, the Products may not be used for commercial purposes until the acceptance certificate is signed.

只能在报价单规定的范围内进行验收测试。除非另行约定，否则根据凯伏特的流程和合格标准完成验收测试。如需要客户批准，不得无理拒绝。如果因客户原因导致验收测试延迟，双方约定的原项目交付时间应相应修改，并在任何情况下，客户的延迟都不会导致凯伏特遭受罚款或其他损失。无论是否发生上述延迟，客户的付款义务应保持不变。验收测试开始前应至少提前一（1）周通知客户。如果客户不能参加验收测试，应将验收测试报告发送给客户，并被视为已进行准确验收。如果适用，工厂验收测试将在产品的生产地进行，除非双方另行约定。如果报价包含现场验收测试，则产品在验收证明签字之前不得用于商业目的。

5. Order Suspension, Cancellation or Modification 中止、取消或修改订单

General Terms & Conditions for Supply of Works (Products and Associated Services) – 一般工程条款和条件（产品和相关服务） –

- 5.1. Customer may suspend the Order for convenience with 3 weeks prior written notice. Cavotec shall receive compensation for all costs incurred and work performed up until the suspension date, including any other expenses incurred arising from the suspension. Should the Work be suspended for more than 1 month, Cavotec reserves the right to terminate the Order.
客户出于需要可提前 3 周发出书面通知中止订单。同时支付凯伏特截至订单中止之日产生的所有费用和已完成工作的酬劳，包括补偿中止订单产生的任何其他费用。如果工程中止超过 1 个月，凯伏特保留终止订单的权利。
- 5.2. Customer is entitled to terminate any confirmed Order by providing no less than 20 days' notice of termination in writing. Termination shall take effect on the expiry of such period. In such circumstances, Cavotec shall be entitled to and the Customer shall pay (a) that pro rata proportion of the total Order price which reflects the percentage of completion of the Work (including the Products) as at the date of termination together with (b) any costs incurred or committed by Cavotec as a result of or in connection with such termination (including, without limitation, Cavotec's suppliers cancellation fees if applicable), in each case as documented by Cavotec.
客户有权提前不少于 20 天发出书面终止通知以终止任何已确认订单。该终止在上述期限届满时生效。在此情形下，凯伏特应有权收取且客户应支付 (a) 一定比例的订单总价，反映截至终止日期工程（包括产品）完成的百分比，以及 (b) 凯伏特因终止而产生或承担的任何费用（包括但不限于凯伏特供应商收取的取消费用，如适用），上述每种情况均需凯伏特提供书面证明。
- 5.3. 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 change order ("Change Order"), to be signed by Cavotec and specifying, among others among others revised price, increased costs (if any) and revised delivery date. For the avoidance of doubt, Cavotec shall not be under any obligation to accept any modifications or changes of confirmed Orders.
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、增加的费用（如有）和修改后的交付日期等。为避免疑义，凯伏特无义务接受对已确认订单做出的任何修改或变更。
6. **Delivery / Inspection on Delivery / Transfer of Title
交付/交付检验/物权转移**
- 6.1. Delivery of Products purchased by Customer shall be made to the place of delivery indicated in Cavotec's order confirmation. Unless otherwise agreed, deliveries shall be made EXW (Cavotec premises) in accordance with Incoterms® 2020. Risk of loss or damage to the Products shall pass to Customer at the time of delivery.
- 客户购买的产品应交付至凯伏特订单确认函中指定的交货地点。除非另行约定，应根据《2020 年国际贸易术语解释通则》按 EXW（凯伏特工厂）交货。产品丢失或损坏的风险在交货时转移至客户方。
- 6.2. To the extent that installation and/or commissioning services are provided by Cavotec in relation with the supply of Products, such Products shall be deemed to have been accepted by Customer when the installation or commissioning has been completed. Upon completion of the Works, Customer shall inspect the relevant Works and promptly notify Cavotec within 7 days of any defects otherwise it will be deemed accepted after 7 days.
若凯伏特在提供产品的同时包含安装和/或调试服务，则此类产品在安装或调试完成时应被视为已经客户验收。客户在凯伏特完成工程后应进行检验，并在 7 天内将任何缺陷及时通知凯伏特，否则 7 天后被视为已接受。
- 6.3. Upon receipt of the Products, customer shall examine the Products for any visible defects in quantity or quality and promptly notify Cavotec thereof. Shall the customer fail to notify visible defects within 30 days from receipt, the Products will be deemed accepted.
客户在收到产品后应检查产品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，应被视为已接受产品。
- 6.4. 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 Products or executing the Work. The liability limitations pursuant to Clause 13 are fully reserved. 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，凯伏特不对产品供应或工程执行出现的任何延迟负责。完全保留第 13 条规定的责任限制。
- 6.5. Title to Products shall only pass to Customer upon payment of the entire purchase price.
产品的物权仅在支付全额采购价格时转移至客户。
- 6.6. Should Customer not be able to take delivery of the Products on the delivery date, Cavotec shall charge Customer a sum equal to 0.5% of the Order value per week of delay in addition to storage costs and any other costs Cavotec may incur. Cavotec shall not be liable in any manner whatsoever for any damages or loss of the Products in case Customer fails to take delivery of the goods on the delivery date.
如果客户无法在交付日接收产品，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 0.5% 的费用。如果客户未能在交付日接收产品，凯伏特对货物的任何损坏或损失概不负责。
7. **Customer's Support Obligations
客户的支持义务**
- 7.1. Customer is responsible for ensuring the accuracy of the terms of any Order (including but not limited to technical requirements and specification).
客户负责确保任何订单条款的准确性（包括但不限于技术要求 and 规格）。
- 7.2. Cavotec shall in no event be liable if Products or Services do not comply with technical or commercial requirements not confirmed in writing by Cavotec, or if the Works are delayed due to Customer's failure to communicate such technical and commercial requirements in the Order. In such event the delivery date will be revised accordingly.
若因产品或服务不符合未经凯伏特书面确认的技术或商业要求，或因客户未在订单上说明上述技术或商业要求而导致工程延误，凯伏特在任何情况下均不承担责任。在此情形下，交付日期应进行相应修改。
- 7.3. Customer shall be responsible for ensuring at its own expense that any preparatory measures required from its side for the performance of the Works. This in particular includes granting access to Customer's site ("Site") and site-preparedness, where Products and/or Services have to be completed on Site, as well as related approvals and regulatory permits.
客户应确保完成由其负责的执行工程所需的任何准备措施，并且自行承担相应费用。尤其当产品和/或服务须在现场完成时，应允许凯伏特进入客户现场（“现场”）和进行现场准备，另外还应负责获得相关审批和监管许可。
- 7.4. Customer shall be responsible for prevention of accidents and diseases on Site, as well as for informing Cavotec's 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 Works 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's 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条件或其员工未被充分告知，凯伏特保留中止工程的权利。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。
- 7.5. Customer shall ensure that the Works can start and progress according to the Cavotec Order Confirmation or, if applicable, the last signed Change Order. If Cavotec is for reasons attributable to Customer prevented from carrying out the Works, any resulting costs shall be borne and fully indemnified by Customer on Cavotec's request.
客户应确保工程的开始和进行以凯伏特的订单确认函或最终签订的已变更订单（若适用）为准。若因客户原因导致凯伏特无法开展工程，由此产生的任何费用应凯伏特要求均需由客户承担并予以完全赔偿。

General Terms & Conditions for Supply of Works (Products and Associated Services) –

一般工程条款和条件（产品和相关服务） –

8. Prices and Payment Terms

价格和支付条款

- 8.1. All prices quoted by Cavotec are exclusive of taxes, levies and duties (including in particular VAT and customs duties), freight charges, insurance and costs related to health and safety aspects and Site preparation and travel expenses in relation to the Works. 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 Products 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、保险费、与健康和安全相关的费用以及与工程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产品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。

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

订单价格取决于工程的执行情况，不得有任何中止或延迟。订单中未预见的费用（如与订单变更、等待时间相关的费用等）应由客户承担。

- 8.3. Unless otherwise agreed in writing, an advance payment of 15% of the Order price shall be made by Customer within 30 calendar days after confirmation of the Order by Cavotec. Cavotec shall invoice Customer based on progress of Works and, 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，客户应在凯伏特确认订单后的 30 个日历日内支付订单价格的 15% 作为预付款。凯伏特应根据工程进度向客户开具发票。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。

9. Payment Default

付款违约

- 9.1. 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 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 5%。

- 9.2. 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 Works, demand the return of any Products, for which payment has not yet been received in full, 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，终止与客户的任何合同，停止工程，要求退回尚未收到全额货款的任何产品，并要求额外的损害赔偿和利息。

10. Handling of the Products

产品处理

- 10.1. Customer shall ensure that the Products 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产品。

- 10.2. Customer shall take measures to ensure that all persons likely to use or come into contact with the Products 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 Products are not removed or obscured, and that the Products are only used in accordance with Cavotec's instructions and warnings.

客户应采取措施确保所有有可能使用或接触产品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，不移除或遮挡产品上显示或具有的警告注意事项，且仅根据凯伏特的说明和警告使用产品。

- 10.3. In the event that any claims should be brought against Cavotec by third parties due to Customer's non-compliance with this Clause 10, Customer shall fully indemnify and hold harmless Cavotec against any such claims.

如果第三方因客户未遵守第 10 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。

11. Execution of the Order

执行订单

- 11.1. Cavotec's employees shall be exclusively instructed by Cavotec. Customer shall not require Cavotec's personnel to supply products or services not specified in the Order, unless Cavotec has given its consent, and a Change 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产品或服务，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。

- 11.2. The Products and Services shall be supplied and/or installed 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 13 shall apply. In case of Force Majeure events, Customer's default or any delay not attributable to Cavotec (including Customer's failure to approve technical documents), the time for performance shall be extended accordingly.

应根据凯伏特的订单确认函提供和/或安装产品和服务。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 13 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（包括客户未完成技术文件的审批），履约时间应相应延长。

12. Cavotec's Warranty

凯伏特保证

- 12.1. Cavotec warrants that Products shall be manufactured and Services shall be performed with reasonable skill and care, and in accordance with the Specifications provided by or approved in writing by Cavotec. Any other express or implied warranties or representations, including in particular any warranty or representation of merchantability, fit for purpose, or warranty regarding the interaction of Products or Services with equipment, software or systems of third parties, are expressly excluded, unless otherwise mutually agreed by the Parties.

凯伏特保证以合理的技能水平和认真态度按照其给出的或书面批准的规范生产产品和提供服务。明确排除任何其他明示或暗示的担保或声明，尤其包括任何适用性、适用性的保证或声明，或者产品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。

- 12.2. Cavotec's liability in respect of any Products or Services supplied in connection with the Works is limited to a warranty period ("Warranty Period") of either (i) twelve (12) months after the date of completed commissioning of the Products or (ii) eighteen (18) months after notification of completion of the factory acceptance test, whichever expires sooner. Any non-conformity discovered by Customer during the Warranty Period shall promptly be notified to Cavotec in writing.

由凯伏特承担的与工程相关的任何产品或服务责任以质保期为限，即 (i) 产品调试完成之日后的十二 (12) 个月，或 (ii) 工厂验收测试通知完成后的十八 (18) 个月，以较早者为准。客户在质保期内发现的任何不合格项应立即以书面形式通知凯伏特。

- 12.3. Any non-conformity discovered by Customer during the Warranty Period shall promptly be notified to Cavotec in writing. Subject to such notice, Products which are not in conformity with the agreed specifications may be returned to Cavotec at Customer's cost. In such case, Cavotec shall examine the Product returned by the

General Terms & Conditions for Supply of Works (Products and Associated Services) – 一般工程条款和条件（产品和相关服务） –

- Customer within a reasonable period of time. If Cavotec determines, in its sole discretion, that the relevant Product falls under the warranty pursuant to this Clause 12, Cavotec shall, at its choice, replace or repair the Product, at no cost for Customer. In this case, Cavotec shall also bear the costs for returning the Products to the Customer.
- 客户在质保期内发现的任何不合格项应立即以书面形式通知凯伏特。发出上述通知后，客户需自费将不符合约定技术要求的产品退回给凯伏特。在此情形下，凯伏特应在合理期限内检查客户退回的产品。如果凯伏特根据第 12 条自行确定相关产品属于质保范围，凯伏特可自行选择是更换还是维修，客户无需为此承担任何费用。在此情形下，凯伏特还应承担客户退回产品的费用。
- 12.4. In case of Services, Cavotec's liability during the Warranty Period shall be limited to the re-performance of those Services, subject to Cavotec's assessment that the Services were not performed with professional skill and care. Customer shall have no other rights or remedies with respect to any defective Products or Services, whether under contract law, in tort or otherwise.
- 就服务而言，若经凯伏特评估确认未以专业的技能和态度履行服务，则凯伏特在质保期内的责任应限于重新履行服务。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产品或服务都不享有其他权利或救济。
- 12.5. Customer's warranty rights are subject to Cavotec's determination that (a) Cavotec was promptly notified in writing of the defect within the Warranty Period, (b) Cavotec's examination discloses to its reasonable satisfaction that Services were not performed with reasonable skill and care or (c) that Products are defective, that the defect was not caused by misuse, abuse, neglect, alteration, improper storage, transportation or handling, or an unforeseeable external factor, (d) for the entire Warranty Period, the Products and/or underlying systems have been operated and maintained in accordance with Cavotec operation and maintenance manual; and (e) Customer has not attempted to repair the Product itself or to have it 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) 凯伏特在质保期内及时收到书面缺陷通知，(b) 凯伏特以合理方式检查发现确实以合理技能水平和谨慎态度开展服务，(c) 产品存在缺陷，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) 在整个质保期内，产品和/或基础系统已按照凯伏特的操作和维护手册进行操作和维护；以及 (e) 客户未自行尝试维修或请求任何第三方进行维修。
- 12.6. Cavotec's warranty is also conditional on the equipment being connected to and regularly sharing data with Cavotec's Industrial IoT platform Cavotec Connect. Furthermore, any on-site intervention by Cavotec staff to solve issues that could have been diagnosed and resolved remotely, will be charged at normal services rates and are expressly excluded from this warranty. Cavotec's warranty also depends on whether the equipment is connected to Cavotec Connect and whether data is shared regularly. In addition, for the original
- 通过远程诊断可解决的问题，若要求凯伏特员工赶赴现场干预，则将按正常服务价格收费，且此类服务明确排除在本质质保范围之外。
13. **Limitation of Liability
责任限制**
- 13.1. Unless otherwise required under mandatory provisions of Swiss law, under these Terms and Conditions, tort (including negligence), or strict liability, Cavotec's total liability with respect to any Products or Works 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，否则根据本条款和条件、侵权（包括疏忽）或严格责任，凯伏特对任何产品或工程的全部责任，包括侵权、严格责任或其他责任，应以客户支付的总价为限。
- 13.2. 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。
14. **Intellectual Property Rights / Data
知识产权/数据**
- 14.1. Customer acknowledges that all intellectual property rights relating to Products and Services, in particular all Know-How (as defined below), patents, rights in inventions (whether patentable or not), rights in Confidential Information, rights in designs, copyrights and related rights, trademark rights (including passing-off and unfair competition rights, and including trademark rights in trade names, logos, trade dress and domain names) and database rights, in each case whether or not registered and including applications (and rights to apply) for registration, and all rights and forms of protection of a similar nature or having equivalent effect subsisting from time to time in any jurisdiction worldwide, relating to Products or Work and/or the underlying technology and processes for the development, manufacturing or provision of Products and Work (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 Products or Services from Cavotec. Know-How shall mean all know-how, knowledge, expertise, works of authorship, prototypes, technology, information, patterns, plans, designs, research, research data, trade secrets, drawings, unpatented blue prints, flow sheets, equipment or parts lists, descriptions, instructions, manuals, data, records, procedures, materials or tools relating to the Products or any and all improvements or to the design, development, manufacture, use or commercial application of the Products.
- 客户承认，与产品和服务相关的所有知识产权，尤其是与产品、工程和/或用于开发、制造或提供产品和工程的基础技术和流程相关的所有专有技术（定义如下）、专利、发明权利（无论是否获得专利）、机密信息权利、设计权利、版权和相关权利、商标权（包括仿冒和不正当竞争权利，以及包括商标名称、logo、商业外观和域名等的商标权）和数据库权利，无论上述权利是否注册和申请注册（包括申请权利），以及在全球任何司法管辖区不时存续的具有类似性质或同等效力的各类权利和保护形式（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，客户不会因向凯伏特购买产品或服务而获得任何权利、所有权或利益。专有技术是指与产品或产品的一切改进或设计以及开发、制造、使用或商业应用有关的所有专有技术、知识、专长、原创作品、原型、技术、信息、模型、方案、设计、研究、研究数据、商业秘密、图纸、非专利设计图、流程图、设备或零件清单、描述、说明、手册、数据、记录、程序、材料或工具等。
- 14.2. Cavotec's Intellectual Property Rights extend to data generated in connection with the use of Products, 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 Products 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产品使用相关的数据（“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产品和服务，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。
- 14.3. 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.
- 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。
- 14.4. Customer shall notify Cavotec promptly if it should receive notice of any demand, claim, suit or proceeding alleging that Products or 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产品或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。
15. **Personal Data Collection and Data Processing
个人数据收集和数据处理**
- 15.1. 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.

General Terms & Conditions for Supply of Works (Products and Associated Services) –

一般工程条款和条件（产品和相关服务）–

- 凯伏特应仅收集和和处理个人数据，且仅限于本条款和条件和/或其进一步约定所要求的范围。
- 15.2. 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和处理符合所有适用的数据保护标准。
- 16. Confidentiality
保密条款**
- 16.1. Confidential information of Cavotec regarding Products and Services and/or the underlying technologies and software, or regarding Cavotec's terms of collaboration with Customer, or regarding operational, financial, Intellectual Property Rights 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.
凯伏特关于产品、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、知识产权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。
- 16.2. Customer shall refrain from reverse engineering the Confidential Information (or have it reverse engineered by any third-party) by any means, including but not limited to disassembly and mapping, and shall not use the information got from reverse engineering itself or disclose to any third party for use.
客户应避免以任何方式对机密信息开展反向工程（或由任何第三方开展反向工程），包括但不限于反汇编和映射，也不得使用或披露给任何第三方使用其在实施逆向工程中获取的信息。
- 16.3. The obligations pursuant to this Clause 16 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16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情况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。
- 17. Suspension by Cavotec
凯伏特中止工程**
- 17.1. Should Customer fail to make any payment on the due date or fail to perform on time any of its other obligations under the Order or any Change Orders (including but not limited to site-preparedness), Cavotec shall be entitled to suspend the Works until the failure is remedied. The time for completion of the Works shall be extended accordingly.
如果客户未能在到期日支付任何款项，或未能按时履行订单或其已在任何已变更单项下的任何其他义务（包括但不限于现场准备），凯伏特有权中止工程，直至各项违反得以补救。工程竣工时间应相应延长。
- 17.2. Any costs incurred by Cavotec (including demobilization and mobilization costs) due to Customer's failure shall be reimbursed by Customer. If performance of the Order is suspended under this Clause 17 for more than two months, Cavotec shall be entitled, at any time thereafter during the continued suspension, to terminate the Order by written notice.
凯伏特因客户未能履约产生的任何费用（包括进出场费用）应由客户偿还。如果根据第17条中止履行订单超过两个月，则在持续中止期间，凯伏特有权随时发出书面通知终止订单。
- 18. Force Majeure
不可抗力**
- 18.1. 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, pandemic disease, quarantine measures, government orders, strikes, lock-outs, accidents, riots, 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、流行病、检疫措施、政府令、罢工、封锁、事故、暴乱、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**”）。
- 18.2. 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.
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）个日历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。
- 19. Permits and Licenses / Compliance with Laws
许可和授权/合法性**
- 19.1. 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 these Terms and Conditions 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**”）不时对本条款和条件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。
- 19.2. 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, 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，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。
- 19.3. Unless agreed in writing by Cavotec, the Products 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 &**

General Terms & Conditions for Supply of Works (Products and Associated Services) – 一般工程条款和条件（产品和相关服务） –

- Technology⁽¹⁾**). 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产品，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条件的供货或使用时，不得直接或间接向该类国家/地区/部门/实体或个人提供产品以用于任何用途（“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。
- 19.4. 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 19.3. 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提供此类证明，同时最终用户应在此类证明上签字确认其符合第 19.3 条的规定。凯伏特收到最终用户/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。
- 19.5. 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 Products (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 19.3 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 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，对产品的最终用途、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 19.3 条规定的作为或不作为）负责，并进一步同意，此类违约应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。
- 19.6. Cavotec may at its reasonable discretion, without breaching these Terms and Conditions, delay, withhold or refuse the provision of Products 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 Products from the performance of the 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产品，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中删除上述部分的产品。
- 19.7. Customer undertakes to at all times fully comply with all applicable laws and regulations including, but not limited to customs regulations, anti-bribery laws, trade sanctions, environmental laws, transport regulations, health and safety regulations and insurance requirements.
- 客户承诺始终完全遵守各项适用法律法规，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。
20. **Termination for Cause
因故终止**
- 20.1. Each party shall be entitled to terminate the Order or any Change Orders 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.
- 如果任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. Within thirty calendar days of the issuance by either party of a notice of termination, Customer shall pay to Cavotec shall be entitled to receive (a) that pro rata proportion of the total Order price which reflects the percentage of completion of the Work (including the Products) as at the date of termination together with (b) any costs incurred or committed by Cavotec as a result of or in connection with such termination (including, without limitation, Cavotec's suppliers cancellation fees if applicable), in each case as documented by Cavotec.
- 在任何一方发出终止通知的三十个日历日内，客户应向凯伏特支付且凯伏特应有权收取 (a) 一定比例的订单总价，反映截至终止日期工程（包括产品）完成的百分比，以及 (b) 凯伏特因终止而产生或承担的任何费用（包括但不限于凯伏特供应商收取的取消费用，如适用），上述每种情况均需凯伏特提供书面证明。
- 20.3. In the event of a termination of the Order, for whatever reasons, the provisions of this Clause 20 as well as of Clauses 13, 14, 15, 16, 19, 21, 22, 23 and 25 shall continue to remain in force.
- 如果订单因任何原因终止，第 20 条以及第 13、14、15、16、19、21、22、23 和 25 条的规定应继续有效。
21. **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。
22. **Purchase Price Adjustment
采购价格调整**
- 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）。
23. **Marketing
营销**
- Customer acknowledges and agrees that Cavotec may disclose Customer's name or logo in presentation or marketing materials which Cavotec uses as part of its ordinary course of business.
- 客户承认并同意，凯伏特可在其日常业务中使用的演示文稿或营销材料中披露客户的名称或标志。
24. **Severability
可分割性**
- Each of the provisions of these Terms and Conditions is severable. If any term or provision of these Terms and Conditions is held to be invalid or unenforceable in any respect but would be valid and enforceable if deleted in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable. Without prejudice to the foregoing, if any provision is held to be invalid or unenforceable, such provision shall to that extent be deemed not to form part of these Terms and Conditions, but the validity or enforceability of the remaining terms and provisions hereof shall not be in any way affected or impaired.
- 本条款和条件的每项规定均可分割。如果本条款和条件的任何条款或规定有任一方面被认定为无效或不可执行，但若对其内容进行部分删除或缩小适用范围时变得有效和可执行，则该条款应经必要删除或修改使其成为有效和可执行条款后再行适用。在不影响前述规定的情况下，如果任何条款被认定为无效或不可执行，则仅该条款本身不再被视为构成本条款和条件的一部分，但本协议的其余条款和规定的有效性或可执行性不受任何形式的影响或损害。
25. **Applicable Law and Jurisdiction
适用法律和管辖权**
- 25.1. These Terms and Conditions, and any transactions made further to them, shall be subject to Laws of the People's Republic of China, excluding the UN Convention on Contracts for the International Sale of Goods.

General Terms & Conditions for Supply of Works (Products and Associated Services) – 一般工程条款和条件（产品和相关服务） –

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《联合国国际货物销售合同公约》。

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。