

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR PRODUCTS 产品销售和交付的一般条款和条件

1. Scope of Application

1. 适用范围

1.1 Unless otherwise expressly agreed IMS Gear (Taicang) Co. Ltd. (hereinafter referred to as "IMS Gear") General Terms and Conditions of Sale and Delivery, which are provided to the Customer of IMS Gear (hereinafter referred to as the "Customer"), shall exclusively apply to delivery of goods and, mutatis mutandis, to provision of services by IMS Gear (any goods or services agreed to be supplied by IMS Gear shall hereinafter be referred to as "Products"). These General Terms and Conditions of Sale and Delivery of IMS Gear shall be in each case an integral part of the corresponding contract. They shall also apply to all future contractual relationships with a Customer.

1.1 除非另有明确约定，亿迈齿轮（太仓）有限公司（以下简称“亿迈齿轮”）提供给其客户（以下简称“客户”）的产品销售和交付的一般条款和条件仅适用于货物的交付以及比照适用于服务的提供（任何约定由亿迈齿轮提供的货物和服务以下称为“产品”）。亿迈齿轮的销售和交付的一般条款和条件在任何情况下都是相应合同的组成部分。其还适用于与客户的所有未来的合同关系。

1.2 General terms and conditions of the Customer shall not become part of a contract, even if they are not expressly objected to by IMS Gear. Conflicting or deviating terms and conditions of a Customer are not recognized, even if IMS Gear unconditionally supplies the Customer in awareness of the Customer's conflicting or deviating terms and conditions. Deviations from these General Terms and Conditions of Sale and Delivery are valid only when confirmed by IMS Gear in writing. Agreements to change this formal requirement must be made in writing.

1.2 即使亿迈齿轮没有明确提出异议，客户的一般条款和条件也不会成为合同的一部分。即使亿迈齿轮在意识到客户的条款和条件与其相冲突或发生偏离的情况下而无条件地供货，也不意味着客户的与其相冲突或发生偏离的条款和条件得到了承认。与本销售和交付的一般条款和条件相冲突的条款仅在亿迈齿轮书面确认后才有有效。对本形式要求的修改协议必须以书面形式做出。

1.3 By placing an order, accepting an order from IMS Gear or concluding a contract with IMS Gear the Customer waives application of its own general terms and conditions, in particular of the clause providing for exclusive application of the same.

1.3 通过下达订单、接受亿迈齿轮的订单或与亿迈齿轮签订合同，客户放弃适用其自己的一般条款和条件，特别是同样规定排他性适用的条款。

2. Offers

2. 报价

2.1 IMS Gear's offers are always subject to confirmation, unless expressly otherwise stated. Offers made by IMS Gear shall be subject to change until conclusion of contract and shall be valid for a maximum of 3 (three) months. Costs estimates of IMS Gear shall be non-binding and shall not oblige IMS Gear to execute an order for the rendering of services that were stated in a cost estimate.

2.1 除非另有明确说明，否则亿迈齿轮的报价总需要得到确认才有效。亿迈齿轮的报价可能会在合同签订之前发生变更，有效期最长为3（三）个月。亿迈齿轮

的成本估算不具有约束力并且其无义务按照成本估算中所述的服务履行订单。

2.2 No documents relating to offers or projects must be copied or made accessible to third parties without the consent of IMS Gear. IMS Gear may, at any time, ask that they shall be returned or destroyed, and they shall be returned to IMS Gear without delay if the order is placed with someone else.

2.2 未经亿迈齿轮同意，不得复制或向第三方提供与报价或项目有关的文件。亿迈齿轮可随时要求返还或销毁文件。如果客户向他人下达了订单，则应立即向亿迈齿轮返还文件。

2.3 IMS Gear reserves the right to charge a reasonable fee for further offers or cost estimates as well as draft works when no contract comes into existence.

2.3 如果没有签订合同，亿迈齿轮保留就进一步的报价或成本估算和草图收取合理费用的权利。

3. Conclusion of Contract

3. 合同的签订

3.1 The contract shall be deemed concluded once IMS Gear, upon receipt of the order, has issued a written acknowledgement of order or has dispatched a shipment. References and links to general terms and conditions or specific requirements of the Customer, which are quoted on orders, shall be considered as not accepted and such terms and conditions or specific requirements shall not become part of the contract, even if they are not expressly objected to by IMS Gear. Those links or documents shall only be effective if confirmed and/or acknowledged by IMS Gear in writing. Also customer specifications of the Customer shall only be valid if confirmed and/or acknowledged by IMS Gear in writing. Any customer specifications of the Customer which are not confirmed and/or acknowledged shall not be applicable.

3.1 一旦亿迈齿轮收到并书面确认了订单或已发货，则视为合同已经签订。客户在订单上引用的一般条款和条件或特定要求的参考或链接不视为被接受，并且这些条款和条件或特定要求不应成为合同的一部分，即使亿迈齿轮对其没有提出明确异议。这些链接或文件只有在亿迈齿轮以书面形式确认和/或确认后才能生效。客户提供的客户规范仅在亿迈齿轮以书面形式确认和/或确认后才有有效。客户提供的未经确认和/或承认的任何客户规范均不适用。

3.2 Any information contained in catalogues, brochures or other documents of IMS Gear as well as any other written or oral statements shall only be relevant if they are expressly referred to in the acknowledgement of order.

3.2 亿迈齿轮的目录、手册或其它文件中包含的任何信息以及任何其它书面或口头陈述仅在确认订单时明确引用才相关。

3.3 Subsequent modifications of or amendments to the contract shall be acknowledged in writing in order to be valid.

3.3 合同的后续修订或变更仅在书面确认时才有有效。

3.4 Technical product requirements which are provided by the Customer and have been confirmed in writing by IMS Gear shall be applicable in the following order:

3.4 客户提供的并被亿迈齿轮书面确认的货物的技术要求应按下列顺序适用：

- (a) Part specific requirements contained in the purchase order;
- (a) 采购订单中包含的零部件特殊要求；
- (b) Part specific requirements contained in other documents (e.g. data, drawings);
- (b) 其它文件（如数据、图纸）中包含的零部件特殊要求；
- (c) Non-part specific customer requirements;
- (c) 客户的非零部件特殊要求；
- (d) Non-part specific other agreement (e.g. quality agreements).
- (d) 非零部件其它特殊约定（如质量协议）。

The order of document application stated in this Article

3.4 only refers to the applicability of technical requirements and does not have any impact on the applicability of other regulations (e.g. regarding warranties, guarantees, liability).

第3.4条规定的文件适用顺序仅适用于技术要求并且对其它规定（如质保、担保、责任）的适用性没有任何影响。

3.5 IMS Gear reserves all ownership and copyrights to illustrations, drawings, cost estimates, calculations and other documents. These must not be made available to any third party without express prior written consent of IMS Gear.

3.5 亿迈齿轮保留图表、图纸、成本估算、推断和其它文件的所有权和著作权。未经亿迈齿轮事先书面明确同意，不得向任何第三方提供。

They are to be returned to IMS Gear without undue delay above text should be returned to IMS Gear immediately upon receipt of the order.

- (a) if no contract comes into existence; or
- (a) 如果未签订合同；或
- (b) as soon as the order has been fully executed;
- (b) 订单已经完全履行完毕；
- (c) or upon request of IMS Gear.
- (c) 或应亿迈齿轮要求。

4. Prices

4. 价格

4.1 Prices apply exclusive of VAT which shall always be payable in the statutory amount. Cash discounts, discounts, credit notes for goods, etc. granted shall be calculated on the basis of selling prices exclusive of VAT.

4.1 价格不包含增值税，增值税应按照法定税率支付。给予的现金折扣、折扣、返利等应以不含增值税的销售价格为基础计算。

4.2 Unless otherwise agreed in writing, the prices shall be EXW IMS Gear factory (Incoterms 2010), inclusive of IMS Gear standard packaging as listed in the quotation and exclusive of VAT. If fees, taxes or other charges are levied in connection with the delivery, they shall be borne by the Customer. If delivery including shipment has been agreed, the cost of shipment as well as the cost of the transport insurance requested by Customer, if any, shall be charged separately but shall not include unloading and distribution. Packaging shall only be taken back if this was explicitly agreed. Packaging and packing aids must only be re-used by the Customer if the logo and the name of IMS Gear as well as the trademark and other marks of IMS Gear have been made unrecognizable.

4.2 除非另有书面约定，价格为亿迈齿轮工厂交货价（2010年国际贸易术语解释通则），包括报价单中列

举的亿迈齿轮标准包装但不含增值税。如果交付中产生了费用、赋税或其它收费，则应由客户承担。如果约定的交付包含了运输，则运输费用和客户要求运输保险费用（如有）应单独收取，但不包括卸货和分送。只有在明确约定的情况下才会回收包装。只有在亿迈齿轮的标志和名称以及亿迈齿轮的商标和其他标记无法辨认的情况下，客户才可以重复使用包装和包装辅助物。

4.3 If the order deviates from the offer of IMS Gear, IMS Gear reserves the right to change the price accordingly.

4.3 如果订单与亿迈齿轮的报价有差异，亿迈齿轮保留相应调整价格的权利。

4.4 The prices are based on the costs applicable at the time of the first price offer made by IMS Gear. If costs (including any tax or duties) increase by the time of delivery, IMS Gear shall be entitled to adjust the prices accordingly.

4.4 价格是基于亿迈齿轮首次发出报价时适用的成本计算的。如果交付时的成本（包括任何税或关税）增加了，亿迈齿轮有权相应调整价格。

5. Delivery

5. 交付

5.1 Unless otherwise agreed in writing, the delivery term shall be EXW IMS Gear factory (Incoterms 2010). Delivery dates are in each case separately agreed. The commencement and compliance with agreed delivery periods requires that a Customer fulfils its cooperation obligations, in particular the timely provision of all materials, documents, permits, releases and tests to be provided by the Customer, the compliance with the agreed terms of payment, in particular payment of any advances agreed or opening of a letter of credit by the Customer. If these requirements are not timely and properly fulfilled, the delivery periods shall be reasonably extended, at least however by the time of the delay.

5.1 除非另有书面约定，否则交货方式应为亿迈齿轮工厂交货（2010 年国际贸易术语解释通则）。交货日期应单独约定。约定的交付期限的开始和遵守要求客户履行其合作义务，特别是及时提供所有材料、文件、许可、客户的发放和测试、遵守约定的付款条件，特别是客户按约定支付任何预付款或开信用证。如果这些要求未得到及时和适当地履行，交货期限应合理地延长，至少是延长迟延的时间。

5.2 The delivery period shall commence as of the latest of the following points in time:

5.2 交货期限最迟自下列时间点开始计算：

- date of acknowledgement of order, 确认订单的日期，
- date at which all technical, commercial and other prerequisites for which the Customer is responsible have been fulfilled, 由客户负责的所有技术、商业和其它先决条件已经满足的日期，
- date at which IMS Gear receives a down-payment or security to be made or provided prior to delivery of the goods if agreed between the parties. 亿迈齿轮在发货前收到双方约定的预付款或担保的日期。

5.3 IMS Gear shall be entitled to make and invoice partial or advance deliveries.

5.3 亿迈齿轮有权分批或提前发货并出具发票。

5.4 If unforeseeable events or circumstances occur that are beyond the will of the parties, such as, e.g., all events of force majeure as defined in clause 11, and which prevent observance of the agreed delivery period, the same shall in any case be extended by the time such circumstances prevailed.

5.4 如果发生了超出双方意志的不可预见的事件或情况，例如第 11 条所定义的所有不可抗力事件，并且阻止了

遵守约定的交货期限，则交货期限在任何情况下都应按照这一事件的持续时间进行延长。

5.5 If it was agreed that the goods are to be called by the Customer within a certain period of time, IMS Gear shall be entitled, in case Customer fails to do so, to rescind the contract in whole or in part without granting a grace period. In any event IMS Gear shall be entitled to invoice the costs of storage for the additional time.

5.5 如果约定了客户应在一定期间内提取货物，则亿迈齿轮有权在客户未能如此做的情况下全部或部分解除合同而无需给予宽限期。无论如何，亿迈齿轮有权就额外时间的存储费用出具发票。

5.6 The agreed dates of delivery are binding. In case IMS Gear notices that it cannot meet the agreed delivery date, IMS Gear has to inform the Customer immediately with giving the estimated duration of the delay. **PROVIDED THAT IMS GEAR COMPLIES WITH THE REQUIREMENTS OF THE PREVIOUS SENTENCE, IMS GEAR SHALL NOT BE LIABLE FOR ANY DELAY IN THE DELIVERY OF THE PRODUCTS.**

5.6 约定的交货日期具有约束力。如果亿迈齿轮注意到其无法满足约定的交货日期，应立即通知客户并告知估计的迟延持续时间。**如果亿迈齿轮符合上述要求，其不对产品交付的任何延迟承担责任。**

5.7 In case the Customer notices that it cannot meet the receipt of the delivery at the agreed delivery date, IMS Gear has to be notified immediately with giving the reasons and the estimated duration of the delay. Subsequent changes of the date of delivery are only valid if confirmed in writing by IMS Gear. In case the take-over of the goods by the Customer is delayed for more than 1 (one) month, calculated from the agreed date of delivery, IMS Gear shall in any case be entitled to invoice the goods. The Customer is obliged to compensate IMS Gear for any direct and indirect damage caused by the delay (e.g. storage costs).

5.7 如果客户注意到其在约定的交货日期无法接收货物，则应立即通知亿迈齿轮并说明原因及估计的迟延持续时间。交付日期的后续更改仅在亿迈齿轮以书面形式确认时有效。如果客户接收货物的迟延时间超过 1（一）个月（自约定的交货日期起计算），亿迈齿轮在任何情况下都有权对货物出具发票。客户有义务赔偿亿迈齿轮因迟延造成的任何直接和间接损害（例如存储费用）。

6. Passing of Risk and Place of Performance

6. 风险转移和履行地

6.1 Benefit and risk shall pass to the Customer in accordance with the agreed Incoterms 2010 delivery term.

6.1 利益和风险应根据约定的 2010 年国际贸易术语解释通则的交货方式转移给客户。

6.2 The place of performance for services shall be the place where the service is provided. The risk of a service or of an agreed partial service shall pass to the Customer upon provision of the service.

6.2 服务的履行地应是提供服务的地点。服务或约定的部分服务的风险应在提供服务时转移给客户。

7. Payment

7. 付款

7.1 Unless special terms of payment have been agreed in writing, the invoice amount (net price plus VAT) shall be due for payment not later than 30 (thirty) days after the invoice date.

7.1 除非以书面形式约定了特殊的付款条件，否则发票金额（净价加上增值税）应在出具发票之日起 30（三十）天内支付。

7.2 If partial invoices are issued the respective partial payments shall be due upon receipt of the respective invoice. This shall also apply to amounts resulting from

subsequent delivery or other agreements which exceed the original contract sum, irrespective of the terms of payment agreed with respect to the main delivery.

7.2 如果分批出具发票，则应在收到相应的发票后支付相应的分期付款。这也适用于后续交付或超过原合同金额的其他协议产生的金额，不论主要交付约定的付款条件如何。

7.3 Payments shall be made without any deduction in the currency stated in the invoice. The date of payment shall be the day of receipt by IMS Gear. All interest and expenses (as, e.g., charges of direct debiting or discount charges) in connection therewith shall be borne by the Customer. Partial payments of the Customer shall be first credited against ancillary charges and subsequently against the oldest of the existing liabilities.

7.3 付款应按照发票金额进行，不得有任何扣除。付款日期应为亿迈齿轮收到款项的日期。与此相关的所有利息和费用（例如直接借记或折扣费用）应由客户承担。客户的分期付款应首先抵消辅助费用，然后抵消最早的现有负债。

7.4 The Customer shall not be entitled to withhold payments based on counter-claims of whatsoever nature.

7.4 客户无权基于任何性质的反索赔请求扣留应付款项。

7.5 If the Customer is in delay of an agreed payment or other service to be effected on the basis of this transaction or other transactions, IMS Gear shall be entitled, without prejudice to its other rights

7.5 如果客户迟延履行本次交易或其它交易约定的付款义务或其它服务，在其它权利不受损害的情况下，亿迈齿轮有权

- to suspend fulfilment of its own obligations until the payment or other service has been obtained and make use of a reasonable extension of the delivery period,
- to demand immediate payment of all accounts receivable outstanding which are to be paid on the basis of this transaction or other transactions and to charge default interest on such amount from the date on which such amount was due and payable until the date of payment in full of the original amount and all interest thereon at the rate of two percent (2%) above the loan interest rate stipulated by the People's Bank of China for the corresponding period as of the respective due date plus VAT, unless IMS Gear provides evidence of additional costs,
- to suspend payment of all unremitted payments of the present transaction or other transactions of the date of payment in full of the original amount and all interest thereon at the rate of two percent (2%) above the loan interest rate stipulated by the People's Bank of China for the corresponding period as of the respective due date plus VAT, unless IMS Gear provides evidence of additional costs,
- to rescind the contract in case a reasonable grace period is not complied with.
- 在未遵守合理的宽限期的情况下解除合同。

In any case IMS Gear shall be entitled to charge procedural costs and costs of legal counsel.

在任何情况下，亿迈齿轮都有权收取程序前费用，特别是督促程序费用、催款费用以及法律顾问的费用。

7.6 IMS Gear retains title to all goods produced or delivered by it until full payment of the amounts invoiced plus interest and costs. For the purpose of securing IMS Gear's receivables against the Customer the Customer hereby assigns to IMS Gear its receivables under a resale of goods to which title is retained even if the goods were processed, redesigned or mixed. The Customer is authorized to collect the assigned receivables from its

customers as long as Customer fulfills its payment obligations towards IMS Gear. Otherwise, IMS Gear may revoke this authorization. In case Customer's authorization to collect the assigned receivables is revoked by IMS Gear in line with the previous sentence, the Customer is obliged to include a respective accounting note in its list of outstanding receivables or on its invoices. Upon request the Customer shall inform IMS Gear about the assigned claim including the debtor and shall make available all information and documents required for collection of the claim by IMS Gear and notify the third-party debtor of the assignment. In the case of an attachment or other seizure the Customer shall be obliged to indicate that IMS Gear holds title to the goods and to notify IMS Gear immediately.

7.6 亿迈齿轮保留其生产或交付的所有货物的所有权，直至全额付清发票金额和利息及费用。为了保护亿迈齿轮对客户的应收帐款，客户特此向亿迈齿轮转让其针对所有权保留的货物的再销售的应收帐款，即使货物已经过加工、重新设计或混合。只要客户履行其对亿迈齿轮的付款义务，客户就有权从其客户处收取转让的应收帐款。否则，亿迈齿轮可以取消此授权。如果亿迈齿轮根据上述规定取消了收取转让的应收帐款的授权，则客户有义务在其未付清的应收帐款清单或其发票中单独注明。应要求，客户应将包括债务人在内的转让请求通知亿迈齿轮，并向其提供实现请求所需的所有信息和文件以及将转让事宜通知第三方债务人。在没收或其他扣押的情况下，客户有义务表明亿迈齿轮拥有货物的所有权并应立即通知亿迈齿轮。

8. Warranty and Liability for Defects

8. 质保和瑕疵责任

8.1 Subject to the provisions set forth below and upon compliance with the agreed terms of payment, if any defect in the Products impairing functionality exists at the time of delivery and if such defect is the result of an error in the construction, of the material or of workmanship of IMS Gear, then IMS Gear shall be obliged to, at its discretion, either, at the place of performance, repair the Products, provide replacement Products or refund the price paid by the Customer to IMS Gear for the defective Products. The defects liability period shall be limited to a period of 36 months after delivery. No warranty claims may be deduced from information contained in catalogues, brochures or other written or oral statements that have not been expressly included in the contract.

8.1 在符合下述规定并遵守约定的付款条件的前提下，如果产品在交付时存在任何功能性损害的瑕疵并且此类瑕疵是由亿迈齿轮安装失误、原材料问题或工艺错误造成的，亿迈齿轮可选择在履行地修理产品、替换产品或向客户退还其支付的瑕疵产品的价格。质保期限为交货后 36 个月。不得从未明确包含在合同中的目录、小册子或其它书面或口头陈述中包含的信息推断出质保请求。

8.2 Only the Customer shall be entitled to assert claims for defects and such claims shall not be assignable. If the Customer claims compensation with respect to the quality of Products, it shall provide a representative number of defective Products as evidence. All warranty claims and rights for the defects shall be excluded, if the defects are not notified to IMS Gear within the time period or in the manner according to Article 8.3.

8.2 只有客户有权提起瑕疵索赔请求并且此类请求不得转让。如果客户就产品质量提起索赔请求，则应提供具有代表性数量的瑕疵产品作为证据。如果未在 8.3 条规定的期限内或未按照 8.3 条规定的方式将瑕疵通知亿迈齿轮，客户将不享有任何关于瑕疵的质保请求和权利。

8.3 A warranty claim may only be asserted if

8.3 只有在以下情况下才能提起质保请求：

- (a) the Customer immediately upon receipt of the goods at the place of destination, notifies the

defects that have occurred in writing and exactly describes the type of defect, and

- (a) 客户在目的地收到货物后立即书面通知发生的瑕疵并准确描述瑕疵类型，并且
- (b) the Customer proves that a defect existed at the time the risk passed (according to clause 6).
- (b) 客户证明在风险转移时存在瑕疵（根据第 6 条规定）。

Defects which could not be detected despite a careful inspection within the period stated above shall be excluded. Such defects shall be deemed accepted by the Customer if they are not notified immediately after they are detected in the way described above.

尽管在上述规定期限内经过仔细检查仍无法检测到的瑕疵不受上述限制。但是如果客户在发现此类瑕疵后未以上述方式立即通知亿迈齿轮，则应视为客户已接受该瑕疵。

The Customer shall immediately prove that a defect exists, and in particular make available to IMS Gear, upon the latter's request, the defective goods as well as documents and/or data in the Customer's possession. After a defect has been identified by the Customer, any disposal of the goods without the express consent of IMS Gear shall be inadmissible.

客户应立即证明瑕疵的存在，特别是根据亿迈齿轮的要求向其提供有瑕疵的货物以及客户所占有的文件和/或数据。在客户发现瑕疵后，未经亿迈齿轮明确同意不允许对货物进行任何处置。

Assertion of a defect shall not release the Customer from its payment obligation. Return of goods complained about, except for those samples of defective goods and documents required by IMS Gear, shall not be admissible without the prior written consent of IMS Gear. No claims or other legal consequences may be deduced by the Customer if IMS Gear takes delivery of returned goods. Likewise, an examination of the defect by IMS Gear shall not result in any claims of the Customer or other legal consequences.

主张瑕疵索赔并不免除客户的付款义务。未经亿迈齿轮事先书面同意，不允许退还还有瑕疵的货物，瑕疵货物的样品和亿迈齿轮所要求的文件除外。如果亿迈齿轮接收退回的货物，客户不得从中推断出任何请求或其它法律后果。同样，亿迈齿轮对瑕疵的检验不会使客户产生任何请求或其它法律后果。

8.4 All ancillary costs incurred in connection with remedying defects (such as, e.g., mounting and demounting, transport, disposal and travelling expenses) shall be borne by the Customer. Forworks carried out in connection with warranty claims on the Customer's premises (such as e.g. all necessary supporting staff, lifting gears, scaffolds and small parts) shall be provided by Customer free of charge). Replaced parts shall become the property of IMS Gear.

8.4 与纠正瑕疵（例如安装和拆卸、运输、处置和差旅费用）相关的所有辅助费用应由客户承担。在客户场所实施的与质保请求有关的内部服务（例如所有必要的支持人员、起重装置、脚手架和小零件）应由客户免费提供。更换的零部件应属于亿迈齿轮的财产。

8.5 IF GOODS ARE PRODUCED BY IMS GEAR ON THE BASIS OF DESIGN SPECIFICATIONS, DRAWINGS, MODELS OR OTHER SPECIFICATIONS OF THE CUSTOMER, THE LIABILITY OF IMS GEAR SHALL ONLY EXTEND TO EXECUTION AS AGREED.

8.5 如果货物由亿迈齿轮根据客户的设计说明、图纸、模型或其它说明书生产，则亿迈齿轮的责任仅限于约定的实施范围。

8.6 DEFECTS RESULTING FROM ARRANGEMENT AND ASSEMBLY NOT

EFFECTED BY IMS GEAR, INSUFFICIENT SET-UP, NONOBSERVANCE OF INSTALLATION REQUIREMENTS AND CONDITIONS OF USE, EXCESSIVE USE OF PARTS BEYOND THE PERFORMANCE ADVISED BY IMS GEAR, NEGLIGENT OR IMPROPER TREATMENT OR USE OF UNSUITABLE OPERATING MATERIALS SHALL BE EXCLUDED FROM WARRANTY; THIS SHALL ALSO APPLY TO DEFECTS ATTRIBUTABLE TO MATERIAL PROVIDED BY THE CUSTOMER. FURTHERMORE, IMS GEAR SHALL NOT BE LIABLE FOR DAMAGE CAUSED BY ACTS OF THIRD PARTIES, ATMOSPHERIC DISCHARGES, EXCESSIVE VOLTAGE OR CHEMICAL IMPACTS. WARRANTY SHALL NOT APPLY TO REPLACEMENT OF PARTS WHICH ARE SUBJECT TO NATURAL WEAR AND TEAR.

8.6 非由亿迈齿轮实施的的的安装和装配、未准备充分的运行、不遵守安装要求和使用条件、超出亿迈齿轮建议的零部件使用范围的过度使用、疏忽或不当处理或使用不适宜的操作材料造成的瑕疵不在质保范围内；这也适用于由客户提供的材料所造成的瑕疵。此外，亿迈齿轮对第三方行为、大气排放、过电压或化学影响造成的损害不承担责任。质保不适用于因自然损耗而需替换的零部件。

8.7 WARRANTY SHALL FORFEIT IMMEDIATELY IF THE CUSTOMER ITSELF OR A THIRD PARTY WHO HAS NOT EXPRESSLY BEEN AUTHORISED BY IMS GEAR ALTERS OR REPAIRS THE DELIVERED ITEMS WITHOUT THE WRITTEN CONSENT OF IMS GEAR.

8.7 如果未经亿迈齿轮书面同意，客户或未经亿迈齿轮明确授权的第三方改变或修理了交付的物品，质保请求将立即归于消灭。

8.8 The provisions of clauses 8.1 to 8.7 shall apply mutatis mutandis also to responsibility for defects on the basis of other legal grounds.

8.8 第 8.1 至 8.7 条的规定也应比照适用于基于其它法律原因产生的瑕疵责任。

9. Termination of Contract

9. 合同的解除

9.1 Irrespective of its other rights IMS Gear shall be entitled to terminate the contract

9.1 亿迈齿轮有权解除合同且其它权利不受影响

- (a) if execution of the delivery, or commencement or continuing of the service becomes impossible or is further delayed for reasons for which the Customer is responsible even though a reasonable grace period was granted,

- (a) 如果执行交付或开始或继续提供服务变得不可能或因客户负责的原因而进一步延迟，即使已给予合理的宽限期，

- (b) if doubts regarding the solvency of the Customer have arisen and the Customer fails to make an advance payment or provide appropriate security prior to delivery upon the request of IMS Gear,

- (b) 如果对客户的支付能力产生了怀疑并且客户未能根据亿迈齿轮的要求在发货前支付预付款或提供适当的担保，

- (c) if Customer fails to pay any amount due and payable to IMS Gear under the contract, and such failure continues for thirty (30) days after service of notice specifying the default, or

- (c) 如果客户未能根据合同向亿迈齿轮支付任何到期应付款项，并且在说明拖欠的通知送达后三十（30）天内仍未付款，或

- (d) if, due to the circumstances listed in clause 5.4, the delivery period is, in total, extended by more than half of the delivery period originally agreed but is at least 6 (six) months.

- (d) 如果由于第 5.4 条所列的情况，交付期限总共延长了原先约定的交付期限的一半以上，但至少是 6 (六) 个月，
- (e) if Customer is in material breach of the Contract.
- (e) 如果客户严重违反合同。

9.2 Termination of contract for the above reasons may also be declared with respect to a part of the delivery or service still outstanding.

9.2 上述解除合同的原因也适用尚未履行的交付或服务的一部分。

9.3 Continuous obligations may be terminated by IMS Gear by giving 6 (six) months' notice.

9.3 亿迈齿轮可提前 6 (六) 个月通知终止持续履行的义务。

9.4 If insolvency proceedings are opened over the assets of the Customer or a petition for opening of bankruptcy proceedings is dismissed for lack of sufficient assets, IMS Gear shall be entitled to rescind the contract without having to grant a grace period.

9.4 如果对客户的财产启动了破产程序或者破产请求因缺乏足够的资产而被驳回，则亿迈齿轮有权解除合同而无需给予宽限期。

9.5 Without prejudice to claims for damages of IMS Gear, including pre-procedural costs, services or partial services already provided shall be accounted for and paid according to contract in case of a termination of contract. This shall also apply to the extent the delivery or service has not yet been taken over by the Customer as well as to preparatory work carried out by IMS Gear. As an alternative IMS Gear may also demand that items already delivered be returned at the cost of Customer. Customer shall also reimburse IMS Gear for all cost of material, labor, plant, tools and any overheads used, or intended to be used, for the Customer's orders.

9.5 已提供的服务或部分服务应在合同解除时按合同规定进行核算和支付。亿迈齿轮的损害赔偿请求包括程序前费用不受影响。这也适用于客户尚未接收的交付或服务以及亿迈齿轮进行的准备工作。亿迈齿轮也可以选择要求客户自行承担费用退回已交付的物品。客户还应偿还亿迈齿轮因客户订单而支出的所有材料、人工、工厂、工具成本以及使用或打算使用的任何管理费用。

9.6 OTHER LEGAL CONSEQUENCES OF TERMINATION SHALL BE EXCLUDED.

9.6 解除合同的其它法律后果应予以排除。

10. Liability

10. 责任

10.1 EXCEPT FOR (I) INJURY TO BODY, OR (II) PROPERTY LOSS DUE TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, THE TOTAL AGGREGATE LIABILITY OF IMS GEAR ARISING OUT OF A PURCHASE ORDER SHALL BE LIMITED TO EITHER (1) ONE HUNDRED PERCENT (100%) OF THE RESPECTIVE PURCHASE ORDER VALUE OR (2) EUR 1 MILLION (IN WORDS: ONE MILLION EURO), WHICHEVER AMOUNT IS LOWER. EXCEPT FOR (I) INJURY TO BODY, OR (II) PROPERTY LOSS DUE TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, LIABILITY FOR LOSS OF SAVINGS OR PROFIT, LOSS OF REVENUE, LOSS OF GOODWILL OR REPUTATION, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF CONTRACT, FINANCING CHARGES OR COST OF CAPITAL, DAMAGES ON GROUNDS OF CLAIMS OF THIRD PARTIES VIS-À-VIS THE CUSTOMER, ANY FINANCIAL OR ECONOMIC LOSS, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE SHALL BE EXCLUDED.

10.1 除非 (i) 造成人身伤害，或 (ii) 因故意或重大过失造成财产损失，亿迈齿轮基于采购订单共计应承担的责任应限于 (1) 各个采购订单的百分之百 (100%) 价值或 (2) 100 万欧元 (大写：壹佰万欧元)，以两者之中金额较低者为准。除非 (i) 造成人身伤害，或 (ii) 因故意或重大过失造成财产损失，储蓄或利润损失、收入损失、商誉或声誉损失、使用损失、生产损失、合同损失、融资费用或资本成本损失、第三方对客户索赔造成的损失、任何财务或经济损失、任何特殊、间接、偶然或后果损失或损害均应予以排除。

10.2 ANY DAMAGES SHALL BE EXCLUDED IF CONDITIONS, IF ANY, FOR ASSEMBLY, PUTTING INTO OPERATION OR USE (SUCH AS CONDITIONS CONTAINED, E.G., IN OPERATING INSTRUCTIONS) OR OF OFFICIAL ADMISSION REQUIREMENTS ARE NOT COMPLIED WITH. IN ANY CASE IMS GEAR SHALL NOT BE LIABLE TO THE EXTENT THAT THE INJURY, LOSS, OR DAMAGE RESULTS FROM (1) CUSTOMER'S SPECIFICATION OF MATERIALS IN THE PRODUCTS, (2) CUSTOMER'S DESIGN OF THE PRODUCTS, (3) ANY ALTERATION OR IMPROPER REPAIR, MAINTENANCE, HANDLING, OR INSTALLATION OF THE PRODUCTS BY ANYONE OTHER THAN IMS GEAR, OR (4) THE INTEGRATION OR INTERACTION OF THE PRODUCTS WITH SYSTEMS OR COMPONENTS NOT SUPPLIED BY IMS GEAR.

10.2 如果存在不符合装配、投入运行或使用条件 (例如操作说明中包含的条件) 或官方准入要求的情况，则任何损害请求都应予以排除。在任何情况下，亿迈齿轮都不承担由于 (1) 客户对产品材料的说明，(2) 客户对产品的设计，(3) 任何亿迈齿轮以外的人员对产品进行了更改或不当维修、维护、处理或安装，或 (4) 产品与非由亿迈齿轮提供的系统或零部件进行整合或结合造成的任何伤害、损失或损害。

10.3 IF CONTRACTUAL PENALTIES HAVE BEEN AGREED, ANY ADDITIONAL CLAIMS ON GROUNDS OF THE RESPECTIVE VIOLATION SHALL IN ANY CASE BE EXCLUDED.

10.3 如果在合同中约定了罚金，则在任何情况下都应排除基于违约的任何其它请求。

10.4 Claims of recourse, if any, that the Customer or third parties assert against IMS Gear under product liability pursuant to the Product Quality Law shall be excluded unless the party claiming recourse proves that the mistake was caused within the sphere of IMS Gear.

10.4 客户或第三方根据《产品质量法》对亿迈齿轮主张的产品责任的追索权 (如有) 应予以排除，除非申请追索权的一方证明该过错属于亿迈齿轮的责任。

11. Force Majeure

11. 不可抗力

11.1 Events of force majeure which affect IMS Gear or any of its suppliers shall entitle IMS Gear to suspend deliveries for the time of the impairment and a reasonable start-up period, or to terminate the contract in whole or in part. The Customer shall, in such a case, not be entitled to claim damages or subsequent delivery. If delivery is delayed for more than 6 (six) months due to consequences of force majeure, the Customer shall be entitled to terminate the contract with respect to the part of the delivery affected.

11.1 如发生了影响亿迈齿轮或其任何供应商的不可抗力事件，亿迈齿轮有权在受影响和合理的启动期间暂停交付或全部或部分解除合同。在这种情况下，客户无权要求损害赔偿或后续交付。如果因不可抗力的影响而导致交货延迟超过六 (6) 个月，则客户有权解除与受影响交付部分有关的合同。

11.2 Events of force majeure shall include, but not be limited to, all kinds of acts of God, such as, e.g., earthquake, lightning, frost, storm, floods; as well as war, laws, official interventions, seizure, transport problems, restrictions on import, export and transit, exchange restrictions on international payments, shortage in raw materials and energy; as well as breakdown of operations, such as, e.g., explosion, fire, strikes, sabotage and any other events beyond the reasonable control of IMS Gear or which it would only be possible to prevent at disproportionately high costs and with commercially unreasonable means.

11.2 不可抗力事件应包括但不限于各种不可抗力，例如地震、闪电、霜冻、暴风雨、洪水；和战争、法律、官方干预、没收、运输问题、进出口和过境限制、国际支付的兑换限制、原材料和能源短缺；以及操作故障，例如爆炸、火灾、罢工、蓄意破坏和超出亿迈齿轮合理控制范围的任何其它事件或者只能以不成比例的高成本和商业上不合理的方式才能防止的事件。

12. Industrial Property Rights and Copyright

12. 知识产权和著作权

12.1 If goods are produced by IMS Gear on the basis of design specifications, drawings, models or other specifications of the Customer, the Customer shall indemnify and hold IMS Gear harmless in case of an infringement, if any, of copyrights, intellectual property rights or other industrial property rights or personal rights.

12.1 如果亿迈齿轮根据客户的设计说明、图纸、型号或其它说明生产了产品，则客户应在存在著作权、知识产权或其它工业产权或个人权利侵权的情况下对亿迈齿轮进行赔偿并使其免受损害。

12.2 Execution documents, such as, e.g., plans, sketches or other technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the intellectual property of IMS Gear and shall be subject to the relevant statutory provisions on reproduction, imitation, competition, etc. Clause 2.2 shall in particular also apply to execution documents.

12.2 亿迈齿轮始终是执行文件，例如计划、草图或其它技术文件以及样品、目录、小册子、插图等的知识产权所有人，其复制、仿造和竞争应遵守相关法律规定。第 2.2 条的规定尤其也适用于执行文件。

12.3 Except as stated in this Section, IMS Gear does not transfer to Customer any Intellectual Property Rights of IMS Gear or grants any licenses therefor related to the Products or incorporated in Customer's property, other than the right to incorporate Products purchased from IMS Gear in vehicles and component parts and to sell those vehicles and component parts to the public.

12.3 除非另有规定外，亿迈齿轮不会向客户转让其任何知识产权或授予与产品相关的或将产品纳入客户财产的任何许可，将从亿迈齿轮购买的产品与车辆和零部件组装并向公众销售的权利除外。

12.4 SUBJECT TO SECTION 12.5, IMS GEAR WILL INDEMNIFY AND DEFEND CUSTOMER AGAINST CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, AND EXPENSES ARISING OUT OF THE ACTUAL INFRINGEMENT BY THE PRODUCTS OF A THIRD-PARTY INTELLECTUAL PROPERTY RIGHT ONLY IN THE PEOPLE'S REPUBLIC OF CHINA AND THE EUROPEAN UNION, AND ONLY IF IMS GEAR IS AWARE OF THE ACTUAL INFRINGEMENT IN THAT JURISDICTION AT THE TIME THE PURCHASE ORDER IS ISSUED AND FAILS TO DISCLOSE IT TO CUSTOMER WITHIN THIRTY (30) DAYS AFTER ACCEPTING THE PURCHASE ORDER. If a claim under this Section 12.4 results, or is likely to result, in an injunction or other order that would prevent IMS Gear from supplying or Customer from using Products for their intended purpose, IMS Gear will at its option and

expense either (i) secure a license of the Intellectual Property Right that permits IMS Gear to continue supplying the Products to Customer, or (ii) modify the Products so that they become non-infringing, so long as the modification does not materially alter the operation or performance of the Products, or (iii) replace the Products with non-infringing but practically equivalent Products.

12.4 亿迈齿轮将根据第 12.5 条的规定赔偿并保护客户免受因产品在中华人民共和国和欧盟实际侵犯第三方知识产权而引起的索赔、责任、损失、损害、成本和费用，前提条件是其是在采购订单发布时知道在上述司法管辖区域内存在实际侵权并且未在接收采购订单的三十 (30) 天内向客户披露。如果第 12.4 条项下的索赔请求导致或可能导致发布禁止亿迈齿轮供货或客户按照其预期目的使用产品的禁令或其它指令，亿迈齿轮将自行承担费用选择 (i) 获得允许亿迈齿轮继续向客户提供产品的知识产权许可，或 (ii) 修改产品使其不再侵权，只要修改不会对产品的操作或性能产生重大影响，或 (iii) 用非侵权但实际等效的产品替换侵权产品。

12.5 IMS GEAR WILL HAVE NO LIABILITY UNDER SECTION 12.4 UNLESS CUSTOMER PROVIDES IMS GEAR WITH FULL INFORMATION, COOPERATION, AND ASSISTANCE REGARDING, AND AUTHORITY TO DEFEND, A CLAIM COVERED BY SECTION 13.4. IMS GEAR WILL HAVE NO LIABILITY UNDER SECTION 12.4 IF AND TO THE EXTENT THAT A CLAIM OF INFRINGEMENT IS BASED ON (1) A PRODUCT MODIFICATION MADE BY CUSTOMER OR A THIRD PARTY, (2) A PRODUCT MODIFICATION MADE BY IMS GEAR AT CUSTOMER'S REQUEST, (3) USE OR INTERCONNECTION BY CUSTOMER OF THE PRODUCT IN COMBINATION WITH OTHER PRODUCTS NOT MADE OR SOURCED BY IMS GEAR, OR (4) PRODUCTS MADE TO SPECIFICATIONS NOT PROVIDED BY IMS GEAR.

12.5 亿迈齿轮将不承担第 12.4 条项下的责任，除非客户就第 12.4 条项下的请求向亿迈齿轮提供了全部信息、合作、协助以及进行辩护的授权。亿迈齿轮将不承担任何责任，如果侵权索赔是基于 (1) 客户或第三方对产品进行了修改，(2) 亿迈齿轮应客户要求对产品进行了修改，(3) 客户将产品与并非由亿迈齿轮制造或采购的其它产品结合使用，或 (4) 未按照亿迈齿轮提供的说明制造产品。

13. Other Provisions

13. 其它规定

13.1 Severability Clause

13.1 可分割性条款

If individual provisions of the contract or of these terms and conditions are or become ineffective, invalid and/or unenforceable, the effectiveness, validity and/or enforceability of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective, valid or enforceable provision which comes as close as possible to the economic purpose intended.

如果合同或这些条款和条件的个别条款无效或失效和/或无法执行，则其余条款的生效性、有效性、和/或可执行性不受影响。无效条款应由有效的或可执行的并且最接近预期的经济目的的条款取代。

13.2 Confidentiality

13.2 保密

The Customer shall maintain secrecy about the fact that a contract has been concluded and in advertising materials or reference lists, shall only refer to its business relationship with IMS Gear after IMS Gear has agreed thereto in writing. The contracting parties undertake to treat all commercial and technical details which are not publicly known and of which they obtain knowledge in the course of the business relationship as a trade secret. The Customer shall be liable for any damage, including intangible damage, caused to IMS Gear due to non-compliance with the foregoing.

客户应对合同已经签订的事实进行保密。经亿迈齿轮书面同意后可在广告材料或参考名册中提及其与亿迈齿轮的业务关系。合同双方承诺将所有未公开的在业务关系过程中获悉的商业和技术细节视为商业秘密。客户应对由于违反上述规定而对亿迈齿轮造成的任何损害 (包括无形损害) 承担责任。

13.3 Data Protection

13.3 数据保护

The Customer shall maintain secrecy about personal data of which it has obtained knowledge. The Customer shall be obliged to protect the data against access by third parties.

客户应对其获悉的个人数据保密。客户有义务保护数据不被第三方接触。

13.4 Non-Assignment

13.4 禁止转让

The Customer shall not be entitled to assign its rights and duties or its accounts receivable from IMS Gear to third parties without the prior written consent of IMS Gear.

未经亿迈齿轮事先书面同意，客户无权将其权利或义务或针对亿迈齿轮的应收账款转让给第三方。

13.5 Prohibition to Offset

13.5 禁止抵消

The Customer shall not offset its own receivables against receivables of IMS Gear, except for sums which have been awarded by court and debts which IMS Gear has expressly recognised in writing.

客户不得将自己的应收账款与亿迈齿轮的应收账款进行抵消，除非是法院判决的金额和亿迈齿轮书面明确确认的债务。

13.6 Legal Succession

13.6 法律继承

IMS Gear shall be entitled to transfer its rights and duties under the contract concluded with the Customer to any company that is controlling IMS Gear or that is controlled by or under common control with IMS Gear (in each case directly or indirectly).

亿迈齿轮有权将与客户签订的合同项下的权利和义务转让给任何控制亿迈齿轮或由亿迈齿轮控制或共同控制 (在每种情况下包括直接或间接) 的公司。

13.7 Written Form

13.7 书面形式

Any declarations, notifications, etc. addressed to IMS Gear shall be made in writing and shall bear an original signature in order to have legal effect. Agreements which provide for deviation from such formal requirement shall be made in writing.

出具给亿迈齿轮的任何声明、通知等均应以书面形式做出，并具有亲笔签名才有法律效力。任何偏离此形式要求的约定都应以书面形式做出。

13.8 Settlement of Disputes and Applicable Law

13.8 争议解决和适用法律

All disputes arising out of or in connection with the present contract shall be submitted to Shanghai International Arbitration Center (SHIAC) for arbitration in accordance with the rules of SHIAC in effect at the time of applying for arbitration. Place of arbitration shall be Shanghai, PR China. The language of the arbitration shall be English. The contract shall be subject to the laws of the PR China without regard to its conflict of laws regulations.

因现行合同引起的或与之有关的所有争议应提交至上海国际仲裁中心 (SHIAC) 并按照申请仲裁时有效的 SHIAC 仲裁规则进行仲裁。仲裁地点为中国上海。仲裁语言为英语。合同应适用中华人民共和国的法律但不受其冲突规范的约束。

13.9 Export Control

13.9 出口控制

The obligations of IMS Gear under the contract shall be subject to any applicable law or regulation applying to the country of origin of the Products or of any other country or international institutions having territorial effect prohibiting or restricting the use, manufacture or sale of the Products. Customer acknowledges that such laws and regulations may restrict the rights of Customer to export, import, re-export the Products and agrees to comply with such laws and regulations.

亿迈齿轮根据合同承担的义务应受产品原产国或任何其它对产品的使用、制造或销售具有禁止或限制性地域效力的国家或国际机构的任何适用的法律或法规的管辖。客户承认此类法律和法规可能会限制客户出口、进口、再出口产品的权利并同意遵守此类法律法规。

By entering into the contract, Customer certifies and undertakes that neither the Products, any part thereof or any information or technical data related to the Products will be used in any way in the development or manufacture of weapons of any type or for any form of military use.

通过签订合同，客户保证并承诺产品或其任何部分或与产品相关的任何信息或技术数据不得以任何方式用于开发或制造任何类型的武器或用于任何形式的军事用途。

13.10 Compliance with laws

13.10 遵守法律

In the performance of the contract, Customer shall fully comply with all applicable laws.

在履行合同的过程中，客户应完全遵守适用的法律。

Customer shall inform IMS Gear about the regulations and standards that relate to the Products and the performance of IMS Gear under this contract no later than at the time of the purchase order, and shall make such regulations and standards available to IMS Gear upon request.

客户最迟应在下达采购订单时告知亿迈齿轮与产品以及合同履行有关的规定和标准，并且应要求应为亿迈齿轮提供这些规定和标准。

13.11 Language

13.11 语言

These General Terms and Conditions are drawn up in English and Chinese language. In case of discrepancies between the two language versions, the English language version shall prevail.

本一般条款和条件以中英双语制作，如两种语言文本之间产生歧义，以英文版本为准。