

GENERAL TERMS AND CONDITIONS OF SALE 销售通用条款和条件

1. SCOPE 范围

- 1.1. These general terms and conditions of sale (hereinafter, "Terms & Conditions") apply to offers, proposals, orders, order confirmations of contract (collectively referred to as the "Contract") for the supply and, where provided, installation and/or commissioning of any and all machineries, equipment, components, spare parts or services (hereinafter, collectively referred to as "Products") supplied by any company belonging to the group controlled by Inkmaker S.r.l. (hereinafter referred to as "Seller") to the purchaser (hereinafter the "Purchaser").

本通用销售条款与条件（以下简称“条款”），适用于由 Inkmaker S.r.l. 集团旗下各公司（以下简称“卖方”）向采购方（以下简称“买方”）供应各类机械、设备、零部件、备品备件或相关服务（以下统称“产品”），以及在约定情况下提供安装、调试服务所涉及的报价、方案、订单、合同订单确认等文件（以下统称“合同”）。

- 1.2. Any changes and/or deviations from these Terms & Conditions shall only have validity if expressly accepted in writing by the Seller in the Order Confirmation (as defined below). In any case, any accepted change and/or deviations from these Terms & Conditions shall only have validity with respect to the order/Contract to which the above-mentioned Order Confirmation explicitly referred to and shall not be considered as an accepted change applicable to different orders/Contracts.

对本条款的任何修改及 / 或偏差，仅在卖方于订单确认函（定义见下文）中以书面形式明确认可时方为有效。且无论何种情形，任何经认可的对本条款的修改及 / 或偏差，仅对上述订单确认函明确指向的相应订单 / 合同有效，不得视为适用于其他订单 / 合同的已认可变更。

- 1.3. Any term and condition of the Purchaser and/or provided in the order or any other document issued by the latter that is inconsistent with these Terms & Conditions shall only be applicable to the Contract to the extent the Seller has explicitly approved it in writing. In that case, the validity of all other Terms & Conditions shall remain unaffected and shall supersede and replace under all effects the terms and conditions, if any, of the Purchaser.

买方条款、或买方出具的订单及其他文件所载条款，凡与本条款约定不一致的，仅在卖方以书面形式明确认可的范围内对本合同具有约束力。在此情形下，本条款其余内容的效力不受影响，且在法律效力上优先于并替代买方的任何条款（如有）。

- 1.4. Without prejudice to the above, the placing of an order by the Purchaser with the Seller and the subsequent receipt of the Order Confirmation from the Seller shall entail automatic acceptance of these Terms & Conditions by the Purchaser and any further specific term and condition stated in the Order Confirmation.

在不影响上述约定的前提下，买方向卖方下达订单且后续收到卖方出具的订单确认函后，即视为买方自动接受本条款以及订单确认函中载明的其他任何专项条款。

2. ORDER AND ORDER CONFIRMATIONS

订单和订单确认

2.1. A Contract shall be deemed to have been entered into between the Seller and the Purchaser:

合同应被视为买方和卖方在下列情况下已经签订:

- (a) upon receipt by Seller of the signed acceptance of the Seller's commercial offer by the Purchaser and/or delivery to the Purchaser of Seller's order confirmation expressly referring to all documents accepted by the Seller and included in the Contract (the Seller's commercial offer and/or the order confirmation, including all documents mentioned therein, hereinafter the "Order Confirmation"), unless otherwise specified by the Seller; Order Confirmation might be sent also by e-mail or fax; in case the Order Confirmation differs from the order, if any, of the Purchaser, the Order Confirmation will become valid and binding if the Purchaser does not challenge or refuse its content in writing within 5 (five) business days from the date of its receipt; or

自卖方收到买方签署确认的卖方商业报价, 且 / 或向买方送达订单确认函之日起生效。该订单确认函应明确载明卖方认可并纳入合同的全部文件 (卖方商业报价及 / 或订单确认函, 含其中提及的所有文件, 以下统称“订单确认文件”), 除非卖方另行约定。订单确认文件可通过电子邮件或传真方式发送。若订单确认文件与买方订单 (如有) 内容存在差异, 而买方自收到之日起 **5 个工作日内** 未以书面形式提出异议或拒绝接受的, 则该订单确认文件即生效并对双方具有约束力; 或

- (b) upon delivery of the Products or commencement of the manufacturing activities or services by the Seller according to Seller's commercial offer sent to the Purchaser.

自卖方依据其向买方发出的商业报价交付产品, 或开始生产、提供服务之日起生效。

2.2. Any verbal agreement between the Seller and the Purchaser will have no validity. Agents and intermediaries do not bind the Seller in any way, all orders received from such agents, and intermediaries are subject to written Order Confirmation by the Seller.

买卖双方之间达成的任何口头约定均不具备法律效力。卖方不受任何代理商及中介方的约束, 凡通过该等代理商、中介方收到的所有订单, 均须经卖方出具书面订单确认后方为有效。

2.3. In case of any conflict, inconsistency or ambiguity existing among any of the documents relating to the Contract (e.g. Seller's offers, proposals, Purchaser's orders or Technical Specifications, as defined below), the provisions of the Order Confirmation shall prevail upon those of any other document.

若本合同相关文件 (如卖方报价、方案、买方订单或下文定义的技术规格等) 之间存在任何冲突、不一致或模糊之处, 以**订单确认函**所载条款为准, 其效力优先于其他任何文件。

3. TECHNICAL SPECIFICATIONS

技术规格

3.1. The term "Technical Specifications" means any technical description, drawing, configuration, layout or packing instructions relating to the Products, including any description of the installation, commissioning or training services, and contained or referred to in the Contract or

provided by the Seller under paragraph 3.2 below. All Technical Specifications to be provided by the Purchaser, if not provided in or annexed to the Contract, shall be communicated to the Seller in writing within the time agreed in the Contract and are subject to the written approval of the Seller. In this regard, Technical Specifications provided by the Purchaser will be binding upon the Seller only if confirmed in the Order Confirmation and/or, where provided by the Purchaser following the Order Confirmation, if expressly approved in writing by the Seller. In light of the above, any Technical Specification contained in commercial correspondence between the parties, as well as any information about the Products contained in catalogues, price lists, brochures or other similar documents or in the Purchaser's requests for quotation or other documents is only indicative and shall not bind the Seller unless expressly referred to in the Order Confirmation or expressly approved in writing by the Seller.

“技术规格”指与产品相关的任何技术说明、图纸、配置方案、布局设计或包装要求，包括有关安装、调试或培训服务的说明，其载于合同之中、在合同中予以引用，或由卖方根据本协议第 3.2 款提供。买方应提供的全部技术规格，若未载入合同或作为合同附件，须在合同约定的期限内以书面形式提交卖方，并须经卖方书面确认。就此而言，买方提供的技术规格仅在订单确认函中予以确认，或在订单确认函出具后由买方提供并经卖方书面明示批准的，方可对卖方产生约束力。基于上述约定，双方商业往来函件中所载的任何技术规格，以及产品目录、价目表、宣传册或类似文件、买方询价单或其他文件中包含的产品相关信息，仅作参考之用，不对卖方构成约束，除非该等内容在订单确认函中明确列明或经卖方书面明示批准。

- 3.2. All technical documents provided by the Seller to the Purchaser during the engineering of the Products, shall be examined by the Purchaser upon receipt. All dimensions and information referring to the installation and commissioning of the Products shall be checked on site at the Purchaser's plant by the Purchaser. If any corrections or changes are required, the Purchaser will inform the Seller in writing immediately and, in any case, within 7 (seven) business days from receipt of such documents. In the event no corrections or changes are required by the Purchaser according to the above, the above-mentioned documents provided by the Seller will be considered as accepted by the Purchaser and the Seller will start the manufacturing of the Products accordingly. Where expressly specified in the Order Confirmation, the foundation plan, structural components and layout drawings for installation and commissioning shall be provided by the Seller during the manufacturing of the Products according to the above. Any changes or additions to the Technical Specifications referred to in the Order Confirmation may imply, at the Seller's discretion, an extension of the agreed delivery term and/or installation/commissioning dates and/or additional costs and the revision of the agreed price for the Products and shall be subject to mutual agreement of the parties.

卖方在产品阶段向买方提供的所有技术文件，买方应在收到后进行审核。买方须在其厂区现场核对与产品安装、调试相关的所有尺寸及信息。如需更正或修改，买方应立即书面通知卖方，且无论如何须在收到该等文件后 **7 个工作日内** 提出。若买方未按上述要求提出更正或修改，则视为买方已认可卖方提供的上述文件，卖方将据此开始产品生产。如订单确认函中明确约定，卖方应在产品生产期间按前述约定提供用于安装、调试的基础平面图、结构件及布局图纸。对订单确认函所载技术规格的任何变更或增补，卖方可酌情决定相应顺延约定的交货期限及 / 或安装 / 调试日期，并 / 或收取额外费用、调整产品约定价格，且该等变更或增补须经双方协商一致。

- 3.3. The Purchaser can ask in writing for reasonable changes to the Technical Specifications already confirmed/approved by the Seller according to paragraphs 3.1 and 3.2 above. Such changes may

imply, at the Seller's discretion, an extension of the agreed delivery term and/or installation/commissioning dates and/or additional costs and the revision of the agreed price for the Products and shall be subject to mutual agreement of the parties.

买方可就已根据上述第 3.1 款及第 3.2 款由卖方确认 / 核准的技术规格, 以书面形式提出合理变更申请。卖方有权酌情决定, 该等变更是否导致顺延约定的交货期限及 / 或安装、调试日期、产生额外费用以及调整产品约定价格, 且所有变更均须经双方协商一致后方可生效。

- 3.4. The Seller shall not be obliged to proceed with any changes to the Technical Specification so requested by the Purchaser and implying additional costs for the Seller or delays in manufacturing, delivery, installation and/or commissioning of the Products unless an agreement is reached with the Purchaser on the relevant price and/or delivery dates review.

对于买方提出的、将导致卖方产生额外成本或造成产品生产、交付、安装及 / 或调试延误的技术规格变更, 在双方就相应价格调整及 / 或交付日期变更达成一致前, 卖方无义务执行该等变更。

- 3.5. The Seller reserves the right to make, at any time, reasonable changes to the Technical Specifications that are necessary to comply with applicable laws and regulation and/or for safety reasons, without affecting the quality and functionality of the Products.

卖方保留对技术规格作出合理变更的权利, 只要该等变更是为遵守适用法律法规及 / 或出于安全目的所必需, 且不影响产品的质量与性能。

- 3.6. Without prejudice to the above provisions, the Seller reserves the right to claim any and all damages suffered or any further cost or expense sustained, as a consequence of the delay by the Purchaser in the delivery of the Technical Specifications and which are necessary for the manufacturing, installation and commissioning of the Products. In any event, the delivery terms will be renegotiated accordingly.

在不影响上述条款的前提下, 若因买方迟延提供产品生产、安装及调试所需的技术规格文件, 致使卖方遭受任何损失或产生任何额外费用, 卖方保留索赔的全部权利。无论何种情形, 双方应就交付期限相应重新协商。

4. FACTORY ACCEPTANCE TESTING

工厂验收测试

- 4.1. If specifically indicated in the Order Confirmation, prior to delivery, Products shall be subject to factory acceptance testing at Seller's plant indicated in the Order Confirmation ("FAT"). FAT shall take place according to the procedures agreed by the parties in the Order Confirmation or separately, or, in lack of agreed procedures, according to Seller's internal customary procedures. Once the Products are ready for FAT, the Seller shall communicate in writing to Purchaser the relevant FAT date, being the Purchaser entitled to attend the FAT at its own expenses. The FAT shall be deemed to have been successfully completed: (i) if the Purchaser attends the FAT and does not raise any specific written objections with an indication of any lack of conformity in the acceptance report, or (ii) if the Purchaser does not attend the FAT for any reason non attributable to the Seller and there are no lack of conformity in the acceptance report drawn up by the Seller. If the FAT fails, the Seller shall eliminate the lack of conformity resulting from the acceptance report. If the deviations are materials and affects the normal functioning of the Products, a new FAT in accordance with the above shall take place after the completion of the relevant modifications and repairs by the Seller. The delivery period shall be

automatically extended by the period required to implement the required changes and to conduct a new FAT, if applicable.

若订单确认函中明确约定，卖方应在交货前于订单确认函载明的厂区对产品进行工厂验收测试（以下简称“FAT”）。工厂验收测试应按照双方在订单确认函中约定或另行商定的流程执行；如无约定流程，则按照卖方内部常规流程进行。产品具备工厂验收测试条件后，卖方应书面通知买方相关测试日期，买方有权自行承担费用出席测试。出现下列情形之一的，工厂验收测试应视为顺利通过：
(i) 买方出席测试，但未在验收报告中就产品不符合项提出明确书面异议；或
(ii) 非因卖方原因导致买方未出席测试，且卖方出具的验收报告中无不符合项。若工厂验收测试未通过，卖方应整改验收报告中载明的不符合项。如该等偏差较为重大并影响产品正常运行，卖方完成相应整改及维修后，应按照前述约定重新进行工厂验收测试。交货期将根据实施整改及重新测试所需的时间自动顺延（如适用）。

5. DELIVERY TERM 交货条款

5.1. Unless differently specified in the Order Confirmation, all Products are delivered Ex Works - plant of the Seller indicated in the Order Confirmation.

除非订单确认函另有特别约定，所有产品的交货条件均为工厂交货，交货地点为订单确认函载明的卖方厂区。

5.2. The delivery period shall commence with the day of the sending by the Seller of the Order Confirmation, provided that all necessary technical documents, approvals and clearances needed to start the manufacturing of the Products have been already received by the Seller from Purchaser. If at the date of sending the Order Confirmation, any of the above-mentioned technical document, approval and clearance is missing, the delivery period shall commence with the day all such technical documents, approvals and clearances are received by the Seller from Purchaser. Without prejudice to the above, if the Order Confirmation provides an advance payment, the delivery period shall only start once such advance payment is received by the Seller on its bank account. Terms of delivery set forth in the Order Confirmation shall be considered in any case as indicative and not binding unless a specific written undertaking by the Seller to this respect (in any case without prejudice to the provisions of article 5.3 below).

交货期自卖方发出订单确认函之日起算，但前提是卖方已收到买方提供的产品生产所需的全部必要技术文件、批准文件及许可文件。若卖方发出订单确认函之日，前述技术文件、批准或许可文件仍有缺失，则交货期自卖方收到买方提交的全部该等文件之日起算。在不影响前述约定的前提下，如订单确认函约定需支付预付款，则交货期自卖方银行账户收到该预付款之日起开始计算。订单确认函中载明的交付期限在任何情况下均应视为参考性约定，不具有约束力，除非卖方就此作出明确书面承诺（但在任何情形下均不影响本合同第 5.3 条约定）。

5.3. The Seller is entitled to delay the delivery in case compliance with the delivery term is not possible due to any reasons of force majeure including, without limitation, acts of god, war (including the ongoing Ukraine-Russia crisis), rebellion, strikes, fires, lock-outs, earthquakes, flooding, pandemic or epidemic (including COVID-19 pandemic), lack of raw materials which are essential for the production of the Products, and any other unforeseeable and unavoidable causes, beyond the reasonable control of the Seller and without fault or negligence of the Seller, that may occur at Seller's premises or (if transportation must be carried out by the Seller) in the course of transportation. Should the event occur before the delivery of the Products, the Seller shall have the right to postpone the delivery after the end of the event of force majeure and

shall not, under any circumstances, be held liable for the consequent delay and Purchaser shall have nothing to claim, for any reason whatsoever, for the delay or the non-delivery. In particular, Purchaser shall have no right to claim any penalties, damages, reimbursement of incurred costs, partial or total termination of the Contract.

若因不可抗力原因导致卖方无法按期交货，卖方有权延期交付。不可抗力包括但不限于：自然灾害、战争（包括当前俄乌冲突）、叛乱、罢工、火灾、停工封锁、地震、水灾、大流行病或传染病（包括新冠疫情）、产品生产所需关键原材料短缺，以及在卖方厂区或（若由卖方负责运输）运输过程中发生的、超出卖方合理控制范围且卖方无过错或过失的其他不可预见、不可避免的事件。若上述事件发生于产品交付之前，卖方有权在不可抗力事件结束后顺延交货期限，且无需就由此导致的迟延承担任何责任，买方亦无权就该等迟延或未交付提出任何索赔。特别地，买方无权主张任何违约金、损害赔偿金、费用补偿，亦无权部分或全部解除本合同。

- 5.4. Unless otherwise agreed and/or provided in the Order Confirmation, Seller is entitled to make partial and/or separate deliveries of the Products.

除非订单确认书中另有约定和/或规定，卖方有权部分和/或单独交付产品。

- 5.5. Unless otherwise agreed in the Order Confirmation, the risk to the Products shall pass to the Purchaser once the Products are made available to the carrier or shipper for pickup, or, at the latest, after the expiry of the term of 14 (fourteen) days from the delivery date indicated by the Seller according to article 6 below. In light of the above, when the risk to the Products passes to the Purchaser, any loss, damage or theft occurred, as well as any costs, including warehouse and transport costs and those related to the Products insurance coverage, shall be entirely borne by Purchaser. The above applies also in case the Seller makes the loading of the Products on the means of transport.

除非订单确认函另有约定，产品风险自交由承运人或托运人提货时转移至买方；最迟不晚于卖方依据本合同第 6 条约定的交货日期起满 14 日后。自产品风险转移至买方之日起，此后发生的任何灭失、损坏、被盗情形，以及由此产生的仓储费、运输费、保险费等一切费用，均由买方全额承担。即使由卖方负责将产品装载至运输工具，前述约定同样适用。

6. DELAYS IN COLLECTING THE PRODUCTS 延迟收货

- 6.1. Unless otherwise provided in the Order Confirmation or agreed in writing between the parties, Seller will promptly communicate to Purchaser that the Products are ready for delivery and the relevant delivery date, and Purchaser, within 5 (five) business days from receipt of such communication, shall inform the Seller in writing about the mode and exact date of collection of the Products, provided that the collection shall occur in any case within 14 (fourteen) days from the delivery date indicated by the Seller according to the above.

除非订单确认函另有规定或双方另行书面约定，卖方应及时通知买方产品已备妥待运及相应交货日期。买方应在收到该通知后 5 个工作日内，以书面形式向卖方告知产品的提货方式及确切日期，且无论如何，买方均应在卖方上述通知的交货日期起 14 日内完成提货。

- 6.2. If the Purchaser does not communicate to the Seller the mode and exact date of collection according to paragraph 6.1 above and/or the Products are not collected by the Purchaser within the term of 14 (fourteen) days from the delivery date indicated by the Seller according to paragraph 6.1 above, Seller reserves the right to charge to Purchaser a storage fee of 0,5% per month of the price of the Products plus any additional insurance, storage and any other related

cost. Without prejudice to the above and to the provision of paragraph 5.5 above, in such event, Seller shall also be entitled to terminate the Contract with immediate effect, without prejudice to its right to claim compensation for the higher costs, charges and damages resulting from the delayed collection and to retain any advance payment already made by the Purchaser.

若买方未按上述第 6.1 款约定向卖方告知提货方式及确切日期，且 / 或未在卖方根据第 6.1 款指明的交货日期起 14 日内提取产品，卖方有权向买方收取每月按产品价款的 0.5% 计算的仓储费，以及由此产生的额外保险费、仓储费及其他相关费用。在不影响上述约定及第 5.5 款规定的前提下，卖方还有权立即解除本合同，并有权就因延迟提货产生的额外费用、开支及损失主张赔偿，且有权扣留买方已支付的全部预付款。

7. TRANSPORTATION 运输

- 7.1. Unless otherwise agreed and/or provided in the Order Confirmation, Products are delivered Ex-Works pursuant to paragraph 5.1 above and therefore all transportation costs, insurances, taxes and fee shall be borne by Purchaser. Seller's duty to deliver the Products shall be considered as fulfilled with the delivery of the Products to the carrier or shipper and, from this moment, any risk related to the Products will be entirely borne by the Purchaser according to paragraph 5.5 above.

除非订单确认函另行约定或规定，产品按本合同第 5.1 条以工厂交货方式交付，因此所有运输费用、保险费、税费及手续费均由买方承担。卖方将产品交付给承运人或托运人后，即视为其交货义务已履行完毕，自此产品相关全部风险按照第 5.5 条约定由买方完全承担。

- 7.2. The Purchaser shall nominate in writing the corresponding forwarding/shipping agent/carrier, informing the Seller according to paragraph 6.1 above.

买方应书面指定相应的货运代理、船运代理或承运人，并按本合同第 6.1 款的约定通知卖方。

- 7.3. The Seller shall provide accurate information on the dimensions and weights of the Products ready to be loaded within the date of collection of the Products and it will pack the Products in conformity with its customary export packing standards, if not otherwise agreed in writing between the parties and confirmed in the Order Confirmation.

卖方应在产品提货日前，提供待装运产品的准确尺寸与重量信息，并按照其常规出口包装标准进行包装；双方另有书面约定并在订单确认函中确认的除外。

- 7.4. If the Purchaser requests the Seller to instruct a carrier or freight forwarder to collect and transport the Products, the Purchaser shall do so in writing and, at the latest, within the term of 5 (five) business days indicated in paragraph 6.1 above and, if the Seller agrees, the carrier or freight forwarder shall be deemed to be instructed directly by the Purchaser at its sole risk and expense.

若买方要求卖方指示承运人或货运代理提取并运输产品，买方应在本合同第 6.1 款约定的 5 个工作日内，以书面形式提出该要求。若卖方同意该要求，该承运人或货运代理应视为由买方直接指示，由此产生的全部风险与费用均由买方自行承担

- 7.5. The Purchaser must timely raise any claim of damages suffered by the Products during transportation directly against the carrier or forwarder and their respective insurance companies. The Seller denies any responsibility for damages or modifications of the status of the

Products stored at its warehouses after the expiry of the term of 14 (fourteen) days according to paragraph 5.5 above, with the exception of the warranties mentioned in these Terms & Conditions.

产品在运输途中若发生损坏，买方必须直接向承运人、货运代理及其各自的保险公司及时提出索赔。自本合同第 5.5 条约定的 14 日期限届满后，对于存储于卖方仓库的产品所发生的损坏或状态改变，卖方不承担任何责任，但本条款与条件中约定的质保责任除外。

- 7.6. The downloading of the Products at the Purchaser's plant and the custody of the Products until installation and commissioning in an adequate clean and safe site remain under the exclusive responsibility of the Purchaser.

产品在买方厂区的卸载工作，以及在适宜、清洁且安全的场地内对产品进行保管（直至完成安装与调试），均由买方承担全部责任。

8. RETENTION OF TITLE 所有权保留条款

- 8.1. Products supplied to the Purchaser shall remain the sole property of the Seller, until the relevant complete payment, as provided in the Order Confirmation, has been duly executed and completed by the Purchaser.

在买方依据订单确认函的约定，全额、按时支付完毕相关款项前，交付给买方的产品所有权仍归卖方单独所有。

- 8.2. Should the Purchaser be in breach of the Contract, in particular in default with the agreed payment terms, Seller shall be entitled to claim return, after giving written notice to the Purchaser, of the Products delivered and the Purchaser is obliged to send them back at its own care and expenses.

若买方违反本合同约定（尤其在未按双方商定的付款条款付款构成违约时），卖方在向买方发出书面通知后，有权要求买方返还已交付的产品；买方则有义务自行承担相关保管及费用，将产品退还给卖方。

- 8.3. The Purchaser shall be obliged to carry out all formalities necessary to make this retention of title effective in its country. In case the retention of title is not valid according to the law of the country in which the Products are located, the Purchaser shall provide, upon request of the Seller, a financial security of corresponding amount or any other guarantee whose effects are similar to the retention of title. In such a case, the Purchaser shall perform any act or fulfil any formality necessary to provide such guarantee.

买方有义务办理在其所在国使本所有权保留条款生效所需的全部手续。若根据产品所在地法律，本所有权保留条款无效，买方应在卖方要求下，提供等额资金担保或其他具有与所有权保留同等效力的担保。在此情形下，买方还应完成提供该等担保所需的任何行为及手续。

9. INSTALLATION AND COMMISSIONING 安装和调试

- 9.1. Where specified in the Order Confirmation, the Seller shall coordinate and support the Purchaser with the installation and commissioning of the Products at the Purchaser's plant indicated in the Order Confirmation according to the provisions of this article 9.

若订单确认函中有明确约定，卖方应依据本章（第 9 条）约定，在订单确认函载明的买方厂区内，为买方提供产品安装与调试的协调及支持服务。

- 9.2. Before the start of the installation works, the Purchaser shall allow the Seller to verify the installation site (the “Installation Site”) and provide all necessary instructions and advice for the proper installation of the Products. The preparation of the Installation Site for the installation of the Products according to Seller’s instructions shall be under the exclusive responsibility of the Purchaser. The Seller shall have no liabilities whatsoever for any deficiencies (e.g. unfavourable nature of the ground) of the Installation Site for the proper installation of the Products. The areas at the Purchaser’s plant to be used for the storage of the containers, devices and materials, as well as waste disposals, will be designated on a floor plan to be prepared by the Purchaser.

安装工作开始前，买方应允许卖方对安装场地（以下简称“安装场地”）进行查验，并允许卖方为产品的正确安装提供所有必要的指导与建议。买方应单独负责根据卖方的指导完成安装场地的准备工作，以满足产品安装要求。对于安装场地存在的、影响产品正确安装的任何缺陷（如地基条件不佳等），卖方不承担任何责任。买方厂区内用于存放集装箱、设备、材料的区域，以及废弃物处理区域，应由买方在其制定的平面图中明确标注。

- 9.3. The Purchaser shall inform in writing the Seller on the date of the starting of the installation works with at least 15 (fifteen days) prior notice. The Seller will provide the Purchaser with the availabilities of its personnel to access the Purchaser’s plant for the starting of the installation of the Products, with the list of such personnel. If necessary or required by local laws and regulations, Purchaser will assist Seller in applying for all visa and work permits required to its personnel to access the Purchaser’s plant. The Seller shall ensure that its personnel comply with all reasonable instruction and internal procedure of the Purchaser to access its plant and participate in the installation and commissioning of the Products. In light of the above, the Purchaser shall provide to the Seller and its personnel all documents and regulations applicable at the Purchaser’s plant, including regulations and guidelines for the admission of personnel and relevant equipment. The Purchaser shall be liable for the safekeeping of all equipment introduced by the Seller’s personnel at the Purchaser plant.

买方应至少提前 15 日，以书面形式将安装工作的启动日期通知卖方。卖方应向买方告知其人员可进入买方厂区启动产品安装的时间，并提供该等人员的名单。若有必要或当地法律法规有要求，买方应协助卖方为其人员申请进入买方厂区所需的全部证件及工作许可。卖方应确保其人员遵守买方关于人员进入厂区及参与产品安装调试的所有合理指示与内部流程。基于此，买方应向卖方及其人员提供适用于买方厂区的全部文件与规定，包括人员准入及相关设备使用的规定与指引。对于卖方人员带入买方厂区的所有设备，买方应承担保管责任。

- 9.4. All materials, utilities, including compressed air, water and power, required for installation and commissioning purposes shall be provided by the Purchaser at its own expenses.

对于卖方人员带入买方厂区的所有设备，买方应承担保管责任。

- 9.5. The parties shall comply with all accident prevention instructions and immediately remove any hazards from the Installation Site for the safety of Purchaser’s and Seller’s employees and all other staff working on site.

双方应遵守所有事故预防指示，并立即从安装现场清除任何危险，以确保买方和卖方员工以及在现场工作的所有其他工作人员的安全。

- 9.6. Except for what is expressly indicated in the Order Confirmation and included in the installation and commissioning activities to be carried out by the Seller, all installation and commissioning activities will be carried out by the Purchaser and its subcontractors at its own costs and responsibility.

除订单确认函中明确约定、且属于卖方应执行的安装调试工作范围外，其余所有安装调试工作均由买方及其分包商自行完成，相关费用与责任亦由买方自行承担。

- 9.7. Upon completion of the installation of the Products, the parties shall start the commissioning of the Products, and shall prepare the Products for the SAT, as provided under article 10 below.

在产品安装完成后，双方应开始对产品进行调试，并按照下文第 10 条的规定为 SAT 准备产品。

- 9.8. The Seller shall not be held liable for any deficiency and/or delay in the installation and/or commissioning of the Products due to causes, whether voluntary or involuntary, attributable to the Purchaser and/or third parties and/or to any material or product provided, or that should have been provided, by them for the purposes of installing and/or commissioning of the Products and/or to Force Majeure event as defined under article 19 below. In this case, the Purchaser shall bear all related costs, including, without limitation, any costs arising from delays in the installation and/or commissioning of the Products that will be reimbursed by Purchaser to the Seller at the time rates indicated in the Order Confirmation.

因买方 / 第三方原因（无论故意与否）、其提供（或应提供）的安装调试用材料 / 产品问题，或第 19 条定义的不可抗力，导致安装调试缺陷或延迟的，卖方免责。相关费用（含按订单确认函计时费率计算的延迟费用）均由买方承担。

- 9.9. Certification Requirements for Technicians: If our technicians are required to hold any specific certification to perform the installation, commissioning, or operation of the equipment, such requirement must be clearly stated in the relevant technical specifications or purchase order. In the absence of such indication, any additional certification required for our personnel will not be the responsibility of the supplier and may result in extra costs to the client. This obligation is in addition to any local authority or regulatory certification requirements for the equipment itself, which must be declared by the client at the time of order. Failure to provide such information may result in delays or additional charges for any necessary interventions.

技术人员认证要求：若要求卖方技术人员持有特定认证方可执行设备安装、调试或操作工作，该等要求必须在相关技术规格文件或采购订单中明确载明。若未作此说明，卖方人员所需的任何额外认证均不由卖方承担责任，且由此产生的额外费用应由买方承担。本义务之外，设备本身所需的任何地方主管部门或监管机构认证要求，买方须在订购时予以告知。若买方未提供该等信息，可能导致必要工作延误或产生额外费用。

10. SITE ACCEPTANCE TEST 现场验收测试

- 10.1. If provided for in the Order Confirmation and in the event of installation of the Products at the Purchaser's plant by the Seller, the parties shall carry out the final acceptance and commissioning of the Products at the Purchaser's plant (the "SAT"). SAT shall take place according to the procedures agreed by the parties in the Order Confirmation or separately, or, in lack of agreed procedures, according to Seller's internal customary procedures. Unless differently specified in the Order Confirmation, all activities necessary for the SAT are

conducted by and under the responsibility, care and costs of the Purchaser's personnel and/or Purchaser's third parties suppliers and the Seller role and responsibility is limited to the coordination and supervision of such activities. SAT shall be conducted immediately after the completion of the installation activities set out under article 9 above. SAT shall include: (i) the verification of the elimination of any discrepancies found in the FAT and resulting from the relevant report, (ii) the correct installation and commissioning of the Products at the Purchaser's plant and (iii) the compliance with the performance ratios expressly indicated in the Order Confirmation, if any. SAT shall be deemed to have been successfully performed if Purchaser does not raise specific written objections indicating any lack of conformity in the SAT report, being understood that these objections may relate exclusively to the verifications referred to in points (i), (ii) and (iii) above. If during the SAT any defect or malfunctioning which do not affect the normal functionality of the Products arise and it is reported by the Purchaser according to the above, the SAT shall be considered as successfully completed and the Products accepted, except for the reservations made by the Purchaser and the obligation of the Seller to eliminate such defects and malfunctioning in accordance with the provisions of article 15 below. If the deviations are materials and affects the normal functioning of the Products, a new SAT shall take place after the completion of the related modifications and repairs by the Seller. It is understood that, if the installation of the Products is carried out by the Purchaser, the SAT shall not be carried out and the FAT shall remain valid to all relevant effects.

如果订单确认书中对此有所规定且由卖方在买方工厂安装产品，双方应在买方工厂进行产品的最终验收和调试 ("SAT")。SAT 应按照双方在订单确认书中约定的程序或另行约定的程序进行，若无约定程序，则按照卖方内部惯常程序进行。除非订单确认书另有规定，所有与 SAT 相关的必要活动均由买方人员和/或买方的第三方供应商负责、承担风险和费用，卖方的角色和责任仅限于协调和监督此类活动。SAT 应在完成上述第 9 条规定的安装活动后立即进行。SAT 应包括：(i) 对 FAT 中发现的任何差异进行核实，这些差异源自相关报告；(ii) 在买方工厂正确安装和调试产品；(iii) 符合订单确认书中明确规定的性能指标 (如有)。如果买方未在 SAT 报告中提出具体书面异议，表明 SAT 存在任何不符合之处，则应视为 SAT 已成功完成。但需明确的是，这些异议仅限于上述 (i)、(ii) 和 (iii) 点所述的核实内容。如果在 SAT 过程中出现不影响产品正常功能的缺陷或故障，且买方已按照上述规定报告，则 SAT 应视为成功完成，产品应被接受，但买方保留异议，且卖方应根据下文第 15 条的规定消除此类缺陷和故障。如果偏差是实质性的，并影响到产品的正常运行，卖方完成相关修改和修复工作后，应重新进行现场验收测试。双方理解，如果产品由买方安装，则不进行现场验收测试，工厂验收测试对所有相关方面仍然有效

- 10.2. In the event the SAT is delayed for any reasons not attributable to the Seller, including any Force Majeure event as defined under article 19 below, the SAT shall be in any event considered successfully completed and the Products finally accepted by the Purchaser if such delay exceed 30 (thirty) days from Products' installation. Without prejudice to the above, the Purchaser shall be responsible for any malfunctioning or delay occurred during the SAT not attributable to the Seller according to paragraph 9.8 above.

若因非卖方原因 (包括本合同下文第 19 条定义的不可抗力事件) 导致 SAT 延迟，且该延迟自产品安装完成之日起已超过 30 日，则无论何种情况，均视为 SAT 已顺利完成，产品已由买方最终验收合格。在不影响上述约定的前提下，对于依据第 9.8 条约定、非卖方原因导致的 SAT 期间出现的产品故障或验收延迟，相关责任均由买方承担。

- 10.3. The Seller shall supply to the Purchaser all documents required for SAT (i.e. conformity, guidelines and instructions for operation, maintenance and repair, etc.).

卖方应向买方提供 SAT 所需的所有文件 (即符合性、操作、维护和维修指南和说明等)。

11. TRAINING AND FINAL TECHNICAL DOCUMENTATION 培训和最终的技术文件

- 11.1. Where specified in the Order Confirmation, during the installation and commissioning of the Products, the Seller will provide to the Purchaser's personnel indicated by the Purchaser, training services for the correct operation of the Products, including Software, as defined below, other than the ancillary components. Separate trainings services shall be provided by the Seller within the commissioning of the Products to Purchaser's electricians, mechanics, and production staff as specified in the Order Confirmation. In any event, all training activities shall not be provided after the term of 30 (thirty) days from Products' installation.

在订单确认书中有明确规定的范围内，在产品安装和调试过程中，卖方将向买方指定的人员提供产品（包括软件，下同）正确操作的培训服务，但不包括辅助组件。卖方应在产品调试期间为买方的电工、机械师和生产人员提供单独的培训服务，具体要求见订单确认书。无论如何，所有培训活动均不得在产品安装后的 30 天之后进行。

- 11.2. The Purchaser shall name the individual persons attending the training activities. The Seller shall inform the Purchaser about the knowledge required for the commissioning and operation of the Products on the part of the Purchaser's employees as specified in the Order Confirmation provided that all such employees shall have a basic knowledge of PC operations.

买方应指定参与培训活动的具体人员。卖方应依据订单确认函中的约定，向买方告知其员工为执行产品调试与操作所需具备的知识；但前提是，所有参与该等工作的买方员工均应具备电脑基础操作能力。

- 11.3. If due to the unavailability of the persons to be trained or if additional training is requested by the Purchaser, the Seller will have the right to apply the time rates specified in the Order Confirmation.

若因待培训人员无法完成培训，或买方提出额外培训需求，卖方有权按照订单确认函中载明的计时费率收取相关费用。

- 11.4. Upon completion of SAT and training activities, the Seller shall provide to the Purchaser, operator manuals for the Products, including Software, as defined below, the drawings (Products layout) in English language and in the number required by the Purchaser, on paper and usual DIN format or on a DP medium in line with the Purchaser's specification and according to what expressly specified in the Order Confirmation.

在完成 SAT 和培训活动中，卖方应向买方提供以下产品的操作手册，包括软件（定义如下），这些手册应以英文书写，并按照买方的要求提供所需的份数，以纸质形式或按照买方指定的格式（符合买方的规格）以数字形式提供，且需遵循订单确认书中明确的规定。

12. SUBCONTRACTORS 分承包方

- 12.1. Seller shall have the right to subcontract or otherwise delegate, in full or in part, any of its obligations hereunder, including without limitations the installation and commissioning of the Products, without the prior written consent of Purchaser, provided that Seller shall remain fully liable for any subcontractors' liability or obligation hereunder and shall be responsible for the acts, omissions and defaults of any of its subcontractor as fully as if they were the acts, omissions

or defaults of Seller.

卖方有权将本协议项下的全部或部分义务（包括但不限于产品的安装与调试）进行分包或委托他人执行，无需事先获得买方的书面同意，但前提是卖方仍需对任何分包商的违约责任或义务承担全部责任，并需对其任何分包商的行为、疏忽和违约行为承担与卖方自身行为、疏忽或违约行为相同程度的责任

13. PROJECT MANAGERS 项目管理人員

13.1. The Purchaser shall appoint and notify the Seller with the name of a project manager and sub-project manager, if any, in charge to coordinate the Contract and all phases of Products' supply, including without limitations changes and approvals of Technical Specifications, delivery terms, FAT, installation and commissioning (the "Project Managers"). The Seller shall have the right to rely on any decision, approval or request made by the Project Managers on behalf of the Purchaser.

买方应指定并通知卖方负责协调合同以及产品供应的所有阶段（包括但不限于技术规格的变更和批准、交货条款、最终测试、安装和调试）的项目经理和子项目经理（如有），并告知其姓名（“项目经理”）。卖方有权依据项目经理代表买方所做的任何决定、批准或要求行事

14. PRICE AND TERMS OF PAYMENT 费用和付款条款

14.1. The payments shall be done as per the terms and conditions provided in the Order Confirmation.

付款应按照订单确认书中规定的条款和条件进行。

14.2. The prices of the Products are intended Ex-Works - plant of the Seller indicated in the Order Confirmation, unless otherwise agreed in the same Order Confirmation, and shall be considered net of charges, taxes, including registration tax, customs clearances, VAT and any other charges applied by local, national or other governmental authorities, which, if applicable, will be exclusively and entirely borne by Purchaser.

产品的价格为“工厂交货价”——即订单确认书中所指明的卖方工厂价格，除非该订单确认书中另有约定。该价格应视为不含任何费用、税款（包括注册税、海关清关费、增值税以及任何由地方、国家或其他政府机构征收的其他费用）。若适用，上述费用将完全由买方承担。

14.3. If, after the Order Confirmation, new taxes are introduced or existing taxes are increased or customs duties becomes effective, all these amounts shall be borne by Purchaser, even in case the Products are sold with transport/shipment cost included.

如果在订单确认之后，出现了新的税收政策，或者现有税收有所提高，或者海关关税开始生效，那么所有相关费用都将由购买方承担，即便产品在销售时已包含运输/运费费用也是如此。

14.4. Unless otherwise specified in the Order Confirmation, the prices indicated thereby shall refer exclusively to the Products. Should the Seller accept in writing to take care of the delivery of the Products, the costs concerning the transportation, the packaging and the insurance, shall be quoted separately, unless otherwise agreed in the Order Confirmation. Any services not expressly included in the prices indicated in the Order Confirmation shall be paid separately by the Purchaser at the rates specified in the Order Confirmation or separately quoted by the Seller.

除非订单确认书中另有说明，否则其中所标明的价格仅适用于产品本身。如果卖方书面同意负责产品的交付事宜，那么运输、包装和保险的相关费用将单独列出，除非订单确认书中另有约定。任何未在订单确认书中明确包含的服务，应由购买方按照订单确认书中规定的费率单独支付，或者由卖方单独报价。

- 14.5. In the event, after the signing of the Contract and before the delivery of the Products, the costs for raw materials, workmanship and other materials necessary for the production of the Products increase, in an aggregate amount exceeding 10% (ten percent) of the original price indicated in the Order Confirmation, for causes that could not reasonably have been taken into account by the Seller at the time of the conclusion of the Contract, that are beyond the Seller's control and the risk of which was not assumed by the Seller, including an increase of costs or shortage of raw materials due to the Coronavirus pandemic and Ukraine/Russia crisis, Seller reserves the right to increase at any time the prices set forth in the Order Confirmation, giving written notice to this respect to the Purchaser.

合同签署后、产品交付前，若生产所需原材料、人工等成本合计上涨超订单原始价格 10%，且该上涨属卖方签约时无法合理预见、超出其控制范围且未承担风险的情形（含新冠疫情、俄乌冲突导致的原料涨价或短缺），卖方有权随时提价并书面通知买方。

- 14.6. Payments by the Purchaser shall be made by bank transfer to the bank account communicated in advance by the Seller and against the issue of a regular invoice. Payment shall be considered completed when funds are deposited on Seller's bank account.

买方的付款应通过银行转账到卖方事先通知的银行账户，并开具常规发票。当资金存入卖方银行账户时，即视为付款完成。

- 14.7. Non-payment or delayed payment by the Purchaser of even a single instalment of the price shall result in the charging, with effect from the due date, of a monthly penalty of 0,5% of the outstanding amount as well as the forfeiture of the benefit of the term, without prejudice to the right of the Seller to suspend any activity or the Software License (as defined below) according to paragraph 16.6 below or intellectual property rights connected with the use of the Products or to suspend the delivery of the Products themselves or any warranty services or to consider the Contract terminated by withholding as a penalty - without prejudice to the right to claim any further damages - all amounts already received from the Purchaser.

买方未付或迟付任何一笔价款的，自到期日起每月按未付金额 0.5% 计收违约金，且买方丧失付款期限利益。卖方有权（不影响其他权利）：依第 16.6 条暂停工作、软件许可或知识产权授权；暂停产品交付或质保服务；终止合同并扣留已收款项作为违约金（仍可主张其他损害赔偿）。

- 14.8. Without prejudice to the provisions of paragraph 16.6 below, it is agreed that in the case of payment by instalments, the Products delivered to the Purchaser shall remain the property of the Seller until the price has been paid in full (i.e. payment of the last instalment) according to article 8 above. In any event, risks to the Products will be borne by the Purchaser according to paragraph 5.5 above, including all dangers and consequences resulting from theft, fire, accidental events, damage to persons, things or anything else. None of the aforementioned circumstances shall release the obligation of the Purchaser to pay the agreed price to the Seller.

不影响第 16.6 条的前提下，分期付款的，依第 8 条约定，买方付清全款前已交付产品所有权仍归卖方；但依第 5.5 条，产品风险（含盗窃、火灾、意外损害等）由买方承担。上述情形均不免除买方付款义务。

- 14.9. Any disputes regarding the performance of the Contract and/or the quality of the Products, including the failure of the FAT and/or SAT, shall not entitle the Purchaser to suspend or delay in any way the payments due on the agreed dates.

关于合同履行情况和/或产品质量（包括最终测试和/或补充测试的失败）的任何争议，均不得使买方有权以任何方式暂停或延迟按约定日期支付应付款项。

- 14.10. VAT Clause: For foreign customers, the supply of the machine is exempt from Italian VAT provided that the machine is exported from Italy without undue delay. In the event that the machine remains in Italy for any reason beyond a reasonable period, Italian VAT shall be invoiced and become immediately payable.

增值税条款：对于外国客户而言，只要机器从意大利出口且未出现不当延迟的情况，其供应将免征意大利增值税。但如果该机器因任何超出合理期限的原因留在意大利境内，意大利增值税将被开具发票，并立即需缴纳。

15. WARRANTIES AND LIABILITY 保证和责任

- 15.1. For a period of 12 (twelve) months from the date of the notice given by the Seller to the Purchaser of Products ready for delivery according to paragraph 6.1 above or, in case of installation and commissioning made by the Seller, from the date of the successful completion of the SAT, but in no events for a period longer than 18 (eighteen) months from the date of the above-mentioned delivery notice given by the Seller to the Purchaser and unless stated differently in the Order Confirmation (the "Warranty Period"), the Seller warrants that the Products, excluding the Software in respect to which the provisions of paragraphs 16.4 and 16.5 shall apply, are free from defects in materials and workmanship that make them unsuitable for the use for which products of the same type are normally used and that they conform to the Technical Specifications expressly agreed and accepted according to article 3 above and to the regulations applicable in the country of residence of the Seller. Unless specifically indicated in the Order Confirmation, also in derogation of art. 35 of the Vienna Convention on the international contracts for sale of goods, under no circumstances shall the Seller be obliged to deliver Products that are suitable for a particular use or that comply with foreign regulations or standards for obtaining certifications such as, for example, the "TUV", "FM", and "APAVE" certifications, unless this has been expressly agreed in writing and stated in the Order Confirmation. Extensions for additional guarantees must be agreed between Seller and Purchaser with subscription of a separate document which will form an integral part of these Terms & Conditions.

质保期：自卖方发出“产品可交付通知”（第 6.1 条）起 12 个月，或卖方安装调试的自 SAT 通过起 12 个月；最长不超“可交付通知”起 18 个月（订单确认函另有约定除外）。卖方保证质保期内产品（不含软件，软件适用第 16.4-16.5 条）无材料工艺缺陷、符合常规使用需求及第 3 条技术规格 / 卖方所在国法规。除非订单确认函明确约定（即使与 CISG 第 35 条不同），卖方无义务交付“特定用途产品”或“符合外国认证标准（如 TUV/FM/APAVE）的产品”。额外质保延期需双方另行签署文件，该文件为本条款组成部分。

- 15.2. The Seller shall not be liable and the warranty shall not operate for any lack of conformity of the Products resulting, even indirectly, from causes not attributable to the Seller or from drawings, designs or information provided by the Purchaser or from products used by the Purchaser that are not compatible with the Products or their components and whose specific use

is not indicated in the Order Confirmation. The Seller is also not liable for conformity defects and faults resulting from normal wear and tear, incorrect or inadequate maintenance, incorrect handling by the Purchaser's personnel, the use of unsuitable raw materials or materials not included in the Technical Specifications, faulty or negligent handling, overuse of the devices, damage or deterioration caused or aggravated by failure to interrupt the use of the goods in the event of technical problems, or fluctuations in the electrical voltage or processing temperature, or any other cause not directly attributable to the Seller. The warranty becomes void when equipment or devices or spare parts not supplied by the Seller are installed on the Products and when modifications are made without the prior written consent of the Seller. For Products delivered disassembled by the Seller, the warranty becomes void if assembly or commissioning is not performed by the Seller's personnel or agents. The warranty shall also expire in the event of non-compliance with the instructions in the operation and maintenance manual delivered to the Purchaser according to paragraph 11.4, or otherwise by improper use or handling of the Products. The existence/effectiveness or otherwise of the warranty shall not be invoked by the Purchaser to suspend or delay in any way the payments due on the agreed dates. Purchaser is aware that the intended purpose of all Seller's Products is exclusively installation and use in an industrial environment by competent technical personnel who have been informed in advance of the potential dangers that may arise from improper use of the Products. For this purpose, the Purchaser undertakes to hand over and distribute to the personnel responsible for the installation and use of the Products and to enforce the provisions contained in the user and maintenance manual delivered by the Seller to the Purchaser. The Purchaser shall also have the same obligations if the Products are sold to third parties. The warranty for replaced or repaired parts shall expire on the same day as the expiry of the Warranty Period for the Products.

对于因非卖方原因导致的产品不符，包括间接原因，以及因买方提供的图纸、设计或信息，或买方使用的与产品或其组件不兼容且未在订单确认书中指明具体用途的产品所导致的产品不符，卖方不承担责任，且保修也不适用。卖方也不对因正常磨损、维护不当或维护不足、买方人员操作不当、使用不符合技术规格的原材料或材料、处理不当或疏忽、设备超负荷使用、因技术问题未中断使用而导致的损坏或恶化、电压波动或加工温度波动，或任何其他非直接由卖方造成的原因所导致的符合性缺陷和故障承担责任。当在产品上安装非卖方提供的设备、装置或备件，以及未经卖方事先书面同意进行修改时，保修即告失效。对于卖方交付时已拆解的产品，若非由卖方人员或其代理进行组装或调试，保修亦失效。若未遵守根据第 11.4 款交付给买方的操作和维护手册中的说明，或因不当使用或处理产品，保修亦失效。买方不得以保修的存在/有效性或其他理由为由，以任何方式暂停或延迟在约定日期应支付的款项。买方知晓，卖方所有产品的预期用途仅为在工业环境中由具备资质的技术人员安装和使用，且这些人员已事先被告知因不当使用产品可能产生的危险。为此，买方承诺将卖方交付给买方的用户和维护手册的内容传达给负责产品安装和使用的人员，并强制执行其中的规定。如果产品出售给第三方，买方也应承担同样的义务。更换或维修部件的保修期应与产品保修期的到期日相同。

- 15.3. If, during the Warranty Period, the Purchaser discovers a defect or lack of conformity of the Products, including any spare parts, the Purchaser shall, under penalty of forfeiture, notify the Seller in writing, requesting warranty service and stating in detail the reasons and the defects and deviations found, within the term of 8 days from the date of discovery or in any case from the time when it could have discovered it by careful examination and testing of the Products or spare parts. In no case may the notification of the lack of conformity or the defect be validly made after the expiry of the Warranty Period. In order to be valid, any warranty claim by Purchaser requires the formal acceptance of the same in writing by the Seller. The Seller reserves the right to inspect and assess of the alleged defective Products or spare parts mentioned in the notification of the Purchaser.

在质保期内，如果买方发现产品（包括任何备件）存在缺陷或不合同约定，买方应在发现缺陷或不

符合约定之日起 8 天内，或在任何情况下应在通过仔细检查和测试产品或备件能够发现缺陷或不符合约定之日起 8 天内，以书面形式通知卖方，要求提供质保服务，并详细说明原因、发现的缺陷和偏差。在任何情况下，质保期内未发现的缺陷或不符合约定的通知均无效。买方提出的任何质保索赔，须经卖方书面正式接受方为有效。卖方保留对买方通知中提及的被指称有缺陷的产品或备件进行检查和评估的权利。

- 15.4. In the event that the Purchaser reports any defects or lack of conformity pursuant to and within the strict terms indicated above, the Seller shall have the right, at its sole discretion, once it has ascertained their existence, to repair or replace the Products or the defective part at its own care and expense. Except in the case of gross negligence or wilful misconduct on the part of the Seller, any right of the Purchaser to compensation for damages is excluded. Any legal action aimed at enforcing the claims by Purchaser expires and is barred under the statute of limitation after the end of the Warranty Period.

买方在质保期内依约报告产品缺陷 / 不符的，卖方核实后有权自行决定维修或更换（含缺陷部件），相关责任与费用由卖方承担。除卖方重大过失或故意不当行为外，买方无权主张损害赔偿；相关索赔的诉讼时效自质保期届满之日起届满。

- 15.5. In cases in which - even if there are no original defects covered by this warranty - assembly/repair work is necessary, this may be carried out only by specialised technical personnel of the Seller or other persons commissioned by the Seller, including agents, who will intervene on site or operate remotely. Except for warranty work and where otherwise agreed, any technical support services shall be provided by the Seller, including through its agents, for a fee at the Seller's rates in force from time to time. All travel and accommodation expenses of technical personnel and representatives sent by the Seller shall be borne by the Purchaser.

非质保范围内的组装 / 维修工作，仅可由卖方专业人员或其委托人员（含代理人，可现场 / 远程介入）执行。除质保工作或另有约定外，卖方技术支持服务按其届时费率收费；卖方人员的差旅与住宿费由买方承担。

- 15.6. Without prejudice to the provisions of this article 15, which shall be in the nature of absorbing and replacing any warranty or liability provided by law, any further liability of the Seller for defects, faults or lack of quality of the Products is excluded. In any event, the liability of the Seller is limited to the replacement or repair of the Product in accordance with this article 15, with the express exclusion of any obligation to pay damages, whether in contract, tort, strict liability or otherwise, including damages for loss of earnings, loss of business, loss of turnover, loss of goodwill, loss of use, loss of data, loss of electronically transmitted orders, or for loss of other economic benefits, as well as for consequential, incidental, indirect, special or punitive damages, including without limitation loss of production, loss of reputation or opportunity, loss or excessive use of raw materials or energy, plant downtime, cost of capital, cost of labour and the like, even if such party has been advised of the possibility of such damages in advance. Except in case of wilful misconduct or gross negligence, Seller's maximum liability for any breach of the Contract shall in no event exceed the purchase price of the Products object of such Contract.

在不违反第 15 条规定的情况下（该规定本质上是吸收并替代法律所规定的任何保证或责任），卖方对于产品缺陷、故障或质量不足所承担的任何进一步责任均予以排除。无论如何，卖方的责任仅限于依照第 15 条的规定对产品进行更换或维修，明确排除支付损害赔偿的任何义务，无论这种义务是基于合同、侵权、严格责任或其他任何方式，包括因收益损失、业务损失、营业额损失、商誉损失、使用损失、数据损失、电子传输订单损失或其他经济利益损失而产生的损害赔偿，以及随之

而来、附带的、间接的、特别的或惩罚性的损害赔偿，包括但不限于生产损失、声誉损失或机会损失、原材料或能源的过度使用、设备停机、资本成本、劳动力成本等损失，即使该方事先已被告知可能存在此类损害赔偿的情况。除非存在故意违规或重大过失的情况，否则卖方对本合同任何违约行为所承担的最高赔偿责任在任何情况下均不得超过该合同所涉产品的购买价格

- 15.7. Without prejudice for the above, the Seller guarantees the availability for all spare and wear parts of the Products for at least 10 (ten) years from the delivery of the Products.

在不影响上述规定的前提下，卖方保证从产品交付之日起至少十年内产品的所有备件和易损件的可用性

16. SOFTWARE'S LICENSE 软件许可

- 16.1. If specified in the Order Confirmation and for the duration under paragraph 16.6 below, the Seller grants to the Purchaser a non exclusive, non transferable, non assignable and royalty free license or sublicense, as the case maybe, to install and use the InkPro - PaintPro software, owned by the Seller or by any other company of the Seller's group, (the "Software") for the exclusive purpose of managing and operating the Seller's dispensing systems (the "Software License"). Unless differently specified in the Order Confirmation, the Software License is limited to the right to use one copy of the Software, on one or more computers, as a management software for the Seller's dispensing systems. The Software includes the computer program named InkPro - PaintPro and everything linked to it, such as printed material, online or printed documentation and the software that is included in the package.

订单确认函有约定的，卖方在第 16.6 条许可期限内，授予买方非独占、不可转让、免使用费的软件许可（或分许可），许可其将 InkPro - PaintPro 软件（归卖方或其集团所有）仅限用于管理操作卖方调配系统。除非另有约定，许可限于将软件 1 份副本作为配料系统管理软件，在 1 台或多台计算机上使用；软件含该程序及相关印刷资料、文档、安装包内其他软件。

- 16.2. The Purchaser shall use the Software for the exclusive purpose of managing and operating the Products and according to user's manuals provided by the Seller. The use of the Software is only allowed in association with the Seller's dispensing systems included in the Products. The Purchaser shall not modify, reverse engineer, decompile, or disassemble the Software nor remove any proprietary notices or labels on the Software. Except for what is expressly authorized under the Contract, the Purchaser shall not copy, reproduce, publish, rent, lease, modify or create works deriving from the Software, including the export thereof. The Purchaser is specifically prohibited from distributing copies of the Software with other products of any kind, commercial or otherwise, without prior written permission of the Seller. A dongle key, USB or LPT type, protects the Software against unauthorized use. The Software does not operate without dongle and each license includes one temporary dongle. In case of theft or loss of the dongle by the Purchaser, the Purchaser may request to the Seller an unlock code to operate the Software for a period of 15 (fifteen) days during which the Purchaser may request to the Seller a spare dongle, subject to separate offer. The Purchaser is responsible for ensuring a regular backup of databases by using the Software tools and verifying its proper operation.

购买方应仅将该软件用于管理及运营产品之目的，并依照卖方提供的用户手册进行操作。该软件的使用仅可在包含在产品中的卖方调配系统与之配合使用的情况下进行。购买方不得修改、反向工程、解编或拆解该软件，也不得移除软件上的任何专有标识或标签。除合同明确授权的情况外，购买方不得复制、再现、出版、出租、租赁、修改或创建源自该软件的作品，包括对其进行出口。购买方严禁在未获得卖方事先书面许可的情况下，将该软件与任何其他产品（无论是商业产品还是其他产

品) 一起分发。一个驱动器密钥、USB 或 LPT 类型的驱动器可防止软件被未经授权使用。该软件需要驱动器才能运行, 每份许可证都包含一个临时驱动器。如果购买者丢失或损坏了该插件, 购买者可以向销售商申请解锁码, 以便在 15 天内使用该软件。在此期间, 购买者可以向销售商申请一个备用插件 (需另行收费)。购买者需负责使用软件工具定期备份数据库, 并确保其正常运行

- 16.3. The Seller has no obligation to provide revisions or updates of the Software to the Purchaser. The Purchaser expressly acknowledges and agrees that the Software may, from time to time, be revised or updated by the Seller and that these revisions or updates may be made available to the Purchaser by the Seller from time to time and at Seller's sole and absolute discretion. The use by the Purchaser of any revisions or updates of the Software shall be subject and governed by these Terms & Conditions.

卖方无义务向买方提供软件的修订或更新服务。买方明确确认并同意, 软件可能会由卖方不时进行修订或更新, 且这些修订或更新可能会由卖方不时提供给买方, 并由卖方自行全权决定。买方对软件任何修订或更新的使用均应受这些条款和条件的约束

- 16.4. Without prejudice for any warranty or remedy provided by the Seller to the Purchaser under article 15 above with respect to the Products, the Seller provides no remedies or warranties whatsoever, whether express or implied, in relation to the Software, being the Software provided "as is". According to the above, to the maximum extent permitted by applicable laws, any warranties provided for by laws or regulations are hereby expressly excluded and the Purchaser's exclusive remedy in case of non compliance shall be the replacement of the Software.

不影响第 15 条产品质保 / 救济的前提下, 卖方就软件不提供任何明示或默示的质保与救济, 软件按“现状”提供。在法律允许范围内, 法定质保被明确排除; 软件不符约定时, 买方唯一救济方式为软件更换。

- 16.5. Neither the Seller, nor its subcontractors will in any circumstance be liable to the Purchaser or any third party for any damages whatsoever, whether in contract, tort, strict liability or otherwise, including damages for loss of earnings, loss of profits or business, business interruption, loss of turnover, loss of goodwill, loss of use, loss of business information or confidential information or other information or data, loss of electronically transmitted orders, loss of privacy, hardware or other software damages or for loss of other economic benefits, as well as for consequential, incidental, indirect, special or punitive damages, including without limitation loss of production, loss of reputation or opportunity, loss or excessive use of raw materials or energy, plant downtime, cost of capital, cost of labour and the like, even if such party has been advised of the possibility of such damages in advance, arising out of or in any way related to the use by the Purchaser of, and/or inability to use, the Software, the relevant databases and any accompanying materials. In particular, but not limited to, the Purchaser acknowledges that the Software is licensed to it for the exclusive use of managing and operating of the Seller's dispensing systems included in the Products and, therefore, the Seller will not be held liable for any damage, cost and loss that might occur to the Purchaser or to any third party for any different use of the Software and of the information or data extracted or processed by the Software (including, but not limited to, the use of the Software or of the data extracted or processed by the Software or contained in the relevant databases for accounting, invoicing or similar purposes, etc.) or for any use of the Software in breach of the provisions of these Terms & Conditions or Seller's manuals or instructions.

无论是在合同关系中、侵权行为中、严格责任下, 还是其他任何情况下, 卖方及其分包商在任何情况下都不应对买方或任何第三方承担任何损害赔偿赔偿责任, 包括但不限于因收益损失、利润损失或业

务损失、业务中断、营业额损失、商誉损失、使用权损失、商业信息或机密信息或其他信息或数据的损失、电子传输订单的损失、隐私损失、硬件或其他软件的损害、其他经济利益的损失，以及因间接、附带、间接、特别或惩罚性损害赔偿而产生的损失，包括但不限于生产损失、声誉损失或机会损失、原材料或能源的过度使用、工厂停机、资本成本、劳动力成本等等，即便该方事先已被告知可能存在此类损害赔偿的情况，且这些损害是因买方使用（或无法使用）软件、相关数据库以及任何附带材料而产生的，或与之有任何关联。特别是（但并不限于此），买方确认该软件是专为买方用于管理及操作卖方产品中所包含的配料系统而许可使用的，因此，卖方不会对买方或任何第三方因对该软件的任何不同用途（包括但不限于将该软件或由该软件提取或处理的信息或数据用于会计、开票或类似目的等）或因违反本条款及条件、卖方手册或说明的规定而进行的软件使用所造成的任何损害、成本和损失承担责任。

- 16.6. The Software is licensed to the Purchaser for a limited period of time and the Software License shall automatically expire after the term agreed between the parties for the payment of the last instalment of the Products' price in respect of which the Software is delivered. Once the above-mentioned term has expired if the Purchaser has paid to the Seller the total Product's price as agreed between the parties, the Software License will be automatically renewed for the entire duration of the management and operation by the Purchaser of the Product in respect of which the Software is delivered. To this purpose, the Seller will deliver to the Purchaser the final and unlimited keys for the use of the Software. If at the expiration of term for the payment of the last instalment of the Products' price in respect of which the Software is delivered the total Product's price has not been paid by the Purchaser to the Seller, the Seller may, at its sole and absolute discretion, upon written request by the Purchaser, deliver to the Purchaser temporary keys with a duration of 30 (thirty) days - and for a maximum additional period of 90 (ninety) days - in order to consent the Purchaser to use the Software. The Purchaser expressly acknowledges and accepts that once the above-mentioned temporary keys have expired without the Purchaser having paid the total Product's price, the Software will lock immediately.

该软件的使用权仅在有限的时间内授予买方，且软件许可协议将在双方就支付最后一期产品价格（即交付该软件所对应的产品价格）达成的期限结束后自动失效。一旦上述期限届满，且买方已按照双方约定向卖方支付了全部产品价格，该软件许可协议将自动延长至买方对交付该软件所对应的产品进行管理与运营的整个期间。为此，卖方将向买方交付最终且无限期的软件使用密钥。如果在支付最后一期产品价格的期限届满时（即交付该软件所对应的产品价格的期限届满时），买方尚未向卖方支付全部产品价格，卖方可在其完全自主的决定下，根据买方的书面请求，向购买方提供有效期为 30 天的临时密钥，最长可再延长 90 天，以便让购买方能够使用该软件。购买方明确承认并接受，一旦上述临时密钥过期而购买方仍未支付产品总价，软件将立即锁定。

- 16.7. Without prejudice to the Purchaser's obligation to pay the price of the Products according to article 14 above, the Software License granted herein will automatically expire in case the Purchaser definitely ceases to use the Software and/or to manage and operate the Products in respect of which the Software is delivered. In addition, without prejudice to any other right, remedy or power contained in these Terms & Conditions and, in any case, to the Seller's right to claim damages, the Software License will immediately expire upon written notice by the Seller to the Purchaser in case of breach by the Purchaser of paragraphs 16.2 above and 17.1 below. Upon termination of the Contract and/or expiration of the Software License granted herein for any reason whatsoever, the Purchaser shall be obliged to immediately stop using and delete the Software and delete and destroy any copy of it and of the relevant documents and materials.

在不违反买方根据上述第 14 条应支付产品价格的义务的前提下，若买方明确停止使用软件以及/或者停止管理和运营交付了该软件的相关产品，则本协议所授予的软件许可将自动失效。此外，无

论这些条款及条件中包含的任何其他权利、救济或权力如何，且在任何情况下，卖方都有权要求赔偿损失，若买方违反上述第 16.2 条和第 17.1 条的规定，则在卖方向买方发出书面通知的情况下，软件许可将立即失效。在合同终止或/以及本协议所授予的软件许可因任何原因（无论何种原因）到期的情况下，买方有义务立即停止使用软件并删除软件，同时删除并销毁其副本以及相关文件和材料。

17. INTELLECTUAL PROPERTY RIGHTS 知识产权

- 17.1. All titles and intellectual property rights in and to the Products and/or in and to the Software and the related design, operation and maintenance documentation, such as patents, copyrights, industrial designs, trademarks and logos, trade secrets, know-how and other intellectual property rights (registered and unregistered), as well as any applications thereof, are the exclusive property of the Seller or licensed to it. The Purchaser acknowledges that the Software is protected by national and international laws and treaties on copyright and intellectual property. The Software, every part or element of it, as well as all copies deriving from it, remains exclusive property of Seller who shall be the sole person entitled to the economic exploitation of the Software (including copyrights, trademarks, patent rights or any other kind of intellectual property).

产品的所有名称及知识产权、软件及其相关的设计、操作和维护文档（包括专利、版权、工业设计、商标和标识、商业秘密、专有技术及其他知识产权（包括已注册和未注册的）以及任何相关应用）均为卖方的独有财产或已授予其使用许可。买方承认，该软件受到国家和国际版权及知识产权相关法律及条约的保护。该软件、其每一部分或元素，以及由此衍生的所有副本，均为卖方的独有财产，卖方为软件的经济利用（包括版权、商标、专利权或任何其他种类的知识产权）的唯一享有者（包括版权、商标、专利权或任何其他类型的知识产权）。

- 17.2. The Purchaser expressly acknowledges and agrees that the Seller does not, by the sale of the Products and/or by the grant of the Software License, transfer to the Purchaser any intellectual property rights in the Products, and/or in the Software, including without limitation trademarks, patents, copyrights, source code, plc or industrial designs.

买方明确确认并同意，卖方通过销售产品以及/或者授予软件许可的行为，并未将产品或软件中的任何知识产权（包括但不限于商标、专利、版权、源代码、专利申请或工业设计）转移给买方

18. CONFIDENTIALITY 保密条款

- 18.1. All documents provided by the Seller relating to the Products and/or to the Software, such as drawings, designs, technical formats and specifications, are the property of the Seller and are confidential. Except for the performance of the services under the Contract and for the use of the Products and/or of the Software, such documents and/or information shall not otherwise be used or disclosed by Purchaser to any third party without the prior written permission of the Seller and Purchaser shall take all necessary and appropriate precautions to ensure their confidentiality. The confidentiality undertaking in this article shall remain valid and binding between the parties even after the execution of the Contract, for a period of three years.

卖方提供的与产品及/或软件相关的所有文件，例如图纸、设计、技术格式及规格等，均为卖方所有，且属保密信息。除履行本合同项下的服务以及使用产品及/或软件外，未经卖方事先书面许可，

买方不得将此类文件及/或信息用于任何第三方，且买方应采取一切必要且适当的预防措施以确保其保密性。本条款中的保密承诺在合同执行后仍对双方具有约束力，有效期为三年。

19. FORCE MAJEURE 不可抗力条款

19.1. Without prejudice for what is specified in other articles of these Terms & Conditions, in case of Force Majeure, as defined below, affecting the fulfilment of a substantial provision of the Contract, the party so affected, upon giving prompt notice to the other party, shall be temporarily excused from the performance of its obligations to the extent that, and for so long as, non-performance results from the event of Force Majeure. The affected party shall use its best efforts to minimise the consequences, to remove the cause of non-performance, to cooperate with the other party in finding alternative ways and means of fulfilling its obligations and shall provide full performance hereunder without delay whenever such causes are removed. For the sake of clarity, this article and any Force Majeure events shall not apply to the payment obligations of the Purchaser. For the purposes of this article, "Force Majeure" means all unforeseeable and unavoidable events beyond the reasonable control of the party affected, which prevent or delay in total or in part the carrying out of its obligations, excluding any payment obligation (e.g. acts of god, war, including the ongoing Ukraine-Russia crisis, rebellion, strikes, fires, lock-outs, earthquakes, flooding, lack of raw materials, epidemic or pandemic, including COVID-19 pandemic, mandatory government enforced facility closures, insurrection, civil disturbance, acts of government, governmental regulations).

在不考虑上述条款中其他规定的情况下，若出现以下定义的不可抗力事件，且该事件影响到合同中一项实质性条款的履行，受影响的一方应在及时通知另一方的情况下，暂时免除其履行义务的责任，其免除的范围和期限应仅限于因不可抗力事件而导致的不履行情况。受影响的一方应尽最大努力减少后果，消除不履行的原因，并与另一方合作寻找履行义务的替代方法和途径，并应在相关原因消除后立即全面履行本协议。为便于理解，本条款以及任何不可抗力事件均不适用于买方的付款义务。就本文而言，“不可抗力”指的是所有超出受影响方合理控制范围、无法预见且不可避免的事件，这些事件会导致或部分延迟其履行义务的行为，但不包括任何支付义务（例如自然灾害、战争，包括当前的俄乌危机、叛乱、罢工、火灾、停工、地震、洪水、原材料短缺、疫情或大流行病，包括新冠疫情大流行、政府强制实施的设施关闭、叛乱、社会骚乱、政府行为、政府规定

20. SUSPENSION OF ORDERS AND FAILURE TO COLLECT PRODUCTS 订单暂停和未提取货品

20.1. In case of suspension or revocation of orders by the Purchasers already confirmed by the Seller and/or failure to collect the Products, the Purchaser shall pay to the Seller, as a penalty, a sum equal to 35% of the agreed price provided without prejudice to the right of the Seller to claim any further damages and to retain any advance payment already made by the Purchaser.

如果买方已通过卖方确认的订单被暂停或撤销，或者买方未能收货，那么买方应向卖方支付一笔款项作为罚款，该款项金额为约定价格的 35%，但此款项并不影响卖方要求任何额外赔偿的权利以及保留买方已支付的任何预付款的权利。

21. MISCELLANEOUS 其他

21.1. Any amendments to these Terms & Conditions and any waiver of rights under these Terms & Conditions must be made in writing.

对于这些条款及条件的任何修改以及对这些条款及条件所规定的权利的任何放弃，都必须以书面形式进行。

21.2. Any tolerance by the Seller of any failure by the Purchaser to fulfil its obligations under the Contract and/or these Terms & Conditions shall not be construed as a waiver of the related Seller's rights. The failure, delay or partial exercise by the Seller of a right deriving from these Terms & Conditions shall not be deemed as a waiver by the Seller of such right or to its exercise in a following moment.

卖方对买方未能履行合同及/或这些条款与条件所规定义务的任何容忍，均不应被视为对卖方相关权利的放弃。卖方对源自这些条款与条件的权利的未行使、延迟行使或部分行使，不应被视为卖方放弃该权利或对其在后续时刻行使权利的放弃

21.3. The language to be used in all documents and communications relating to the Contract shall be either Italian or English.

与本合同有关的所有文件和通信中使用的语言应为意大利语或英语

21.4. If one or more clauses of these Terms & Conditions are or become partly or totally invalid, the validity of the remaining provisions of the same shall not be affected. Seller and Purchaser are obliged to replace invalid provisions with provisions whose content or purpose shall be, to the extent possible, in line with the invalid provision.

如果这些条款及条件中的某一条或多条条款部分或全部无效，其余条款的效力不受影响。卖方和买方有义务用内容或目的与无效条款尽可能相符的新条款来替换无效条款

21.5. The Purchaser is expressly forbidden to assign the rights arising from this Contract to third parties in whole or in part without the prior written consent of the Seller.

未经卖方事先书面同意，明确禁止买方将本合同产生的全部或部分权利转让给第三方。

22. APPLICABLE LAW AND PLACE OF JURISDICTION 适用法律和管辖地

22.1. Unless otherwise provided in the Order Confirmation, the Contract and all annexes and supplementary agreements shall be governed by and construed in accordance with the law of the country where the Seller is incorporated, with the express exclusion of the Vienna Convention on the international contracts for sale of goods.

22.2. Any claim or dispute arising out of or related to the Contract and/or these Terms & Conditions shall be exclusively settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce (the "Rules"), by three arbitrators appointed in accordance with the Rules. Language of arbitration shall be English. The award rendered by the arbitrators shall be final and binding upon the parties. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise. Without prejudice to the above, the claims and disputes indicated above shall be in alternative, at Seller's discretion, referred to the courts having jurisdiction at the Purchaser's domicile/registered office.

除非订单确认书中另有规定，本合同及其所有附件和补充协议应受卖方所在国法律管辖并按其解释，但明确排除《维也纳国际货物销售合同公约》的适用。

