

Services to be provided by the customer for deburring systems

The modules require the following utility connections:

Heavy current electrical supply

Pneumatics

Cooling medium

Industrial water

Gas (for TEM-machines)

It is assumed that the deburring system will be installed on a level surface.

Climbing and lifting devices

The customer shall provide the safety-checked climbing and lifting devices necessary for installation and operation to the Extrude Hone operation personal, free of charge for the intended use.

Technical availability

The technical availability for deburring systems is 95 %.

Documentation for deburring systems on data carrier

Included in the scope of supply is the standard documentation in the appropriate language for the country of use (operator's manual), together with the EU Certificate of Conformity and the manufacturer's declaration. This also applies to the visualization on the system control and the labelling of the system and tooling (use of Latin alphabet characters is assumed). (where applicable)

Spare and wear parts lists, as well as drawings for the system and tooling in the English language, are included.

The documentation for the deburring system comprises an operator manual, certificate of conformity, manufacturer's declaration, customer's data sheets, list of system spare and wear parts, tooling documentation, electrical circuit diagram, pneumatics drawings and pipe-work and general installation schematic.

In addition, there is one (1) file documenting the buy-in parts. An USB stick is also included. (for deburring systems)

The documentation for the tooling includes a description of how it is assembled, an assembly drawing in a pdf copy or equivalent and a maintenance schedule.

For countries outside Europe, which do not use Latin alphabet characters, the documentation, visualization and labelling is in the German or English language. Other languages are possible. If requested, we would be pleased to quote a price for these after checking the technical feasibility.

Test and prove-out of tooling

If not agreed differently during negotiation and defined by quotation at latest halfway through the confirmed delivery period the customer will provide free delivery of approximately 50 work pieces to drawing specification, in order to prove-out the tools prior to shipping the equipment.

In the event that, through no fault of Extrude Hone GmbH, there are delays in making the work pieces available, we reserve the right to deliver the tooling, 4 weeks after notification of readiness, to ship untested and to invoice for it. In this case we would be pleased to provide our personnel at extra cost for subsequent commissioning and setup of the tooling.

Preparation of 3D models:

For the purpose of calculating the fixture price (where necessary in the case of TEM), and in order to design the fixture we make the assumption that we will receive the tooling drawing as a 3D model in STEP or IGES format. This 3D model must show the work-piece in the work process before it is consigned to the surface finishing process.

In the event that we receive the drawing only in 2D, in hard copy or in DXF format, the supplementary costs for the formatting in 3D will be added to the fixture price.

Drawing specifications must be current and must be in the German or English language. Furthermore, an index must be appended.

Any additional comments, symbols, etc. on the drawing will not be considered if they are not mentioned separately in the quotation.

The drawing (for the work process prior to the corresponding EH process) must contain all dimensions and measurements.

We require this binding work-piece drawing (with the order) at the latest 5 working days after placement of order (if not otherwise agreed) in the format specified above in order to be able to start the design of the complete fixture. In the event that the drawings are provided to us at a later time, EH reserves the right to reschedule the delivery date accordingly, with imposition of the agreed sanctions as applicable.

EH requires the complete work-piece drawings for the respective work process (as 3D model) in the format specified above and a corresponding drawing either as 2D data file in DXF, DWG, pdf, tif or in hard copy.

Process-typical discolorations

Process-typical discolorations (ECM, CP and TEM) can arise in consequence of the material and liquids that are used in the machining and pre- and post-treatment and must be accepted unless otherwise agreed within the framework of the quotation or purchase order.

Pre- and post-treatment of any kind (prior to the deburring process) can affect the quality of the deburring process and must be checked separately for each individual case.

Unloading / Set-up

Unloading and set-up will be carried out by the customer.

Directives and regulations

Our machines are in compliance with the applicable EU Machinery Directives. They carry the CE symbol and are in accordance with accident prevention regulations, VDE, VDI and EMC requirements.

Disclaimer

Statements in relation to technical design data and prices remain non-binding until all queries have been fully and finally clarified.

We reserve the right to change the scope of supply in regard to the quoted design or manufacture should the changes bring technical improvement.

It may be necessary to include any additional costs which are incurred in meeting the customer's technical specifications.

Warranty period for ECM tooling

Extrude Hone GmbH warrants the principal components of the supplied ECM tooling for 12 months after delivery for multi-shift operation. However, the warranty ends at latest 15 months after delivery in the event that commissioning of the tooling is delayed for reasons not attributable to the supplier.

Consumables and wear parts are excluded from the warranty.

Warranty period for deburring systems

Extrude Hone GmbH warrants the delivered components for a period of 24 months for single shift operation or 12 months for multi-shift operation. However, the warranty ends at latest 15 months or 27 months after delivery, in the event that commissioning of the deburring system is delayed for reasons not attributable to the supplier.

Consumables and wear parts are excluded from the warranty. The warranty period starts when the system has been installed and is ready for operation.

Acceptance

The purchaser must provide the supplier, free of charge and in due time, with all of the preparatory measures required for carrying out the acceptance tests, provided that these are required for the acceptance tests and are not already covered within the scope of supply. In the event that the purchaser does not fulfil his obligations or impedes in some other way the execution of the acceptance tests, the tests are considered to be successfully completed on the date for the acceptance tests given in the manufacturer's notification.

The work is accepted,

a) when the acceptance tests have been successfully carried out, or

b) when the buyer has received the notification in writing that the work has been completed, provided that it corresponds to the contractual provisions in regard to the acceptance. However, this applies only in those cases in which the parties have not agreed to the carrying out of acceptance tests.

Small defects that have no impact on the performance of the work carried out by Extrude Hone are no reasons for rejecting the acceptance.

The purchaser is not entitled to use the work or any part of it prior to acceptance. Otherwise, the work is considered accepted by him, with the proviso that no written consent from the manufacturer existed. The manufacturer is then no longer obligated to carry out the acceptance tests. The warranty period begins with acceptance of the work. When requested in writing, the purchaser shall issue a certificate confirming the date of acceptance of the work. However, should the purchaser not issue such a certificate, this does not compromise the acceptance.

Payment terms for deburring systems

Deposit for:

40 % of total contract price, payable within 14 days of issuing the order acknowledgement and deposit invoice, strictly net.

If the down payment will not be received 14 days after sending the down payment bill, the delivery date will respectively postponed.

Progress invoice for:

30 % of total contract price, payable after written design approval by customer

20 % of total contract price, payable within 14 days of completed pre-acceptance in our factory, strictly net, or at latest 4 weeks after notification of readiness for the pre-acceptance, in the event of any delay to the pre-acceptance for reasons not attributable to the supplier.

10 % of the total contract price, payable within 14 days of the successful commissioning/final acceptance in the customer's factory, strictly net, or at latest 4 weeks after delivery to the customer's premises, in the event of any delay to the final acceptance for reasons not attributable to the supplier.

The delivered items remain the property of the manufacturer until payment in full has been received.

All payments are net.

Payment terms for tooling

40 % of total contract price, payable within 14 days of issuing the order acknowledgement and deposit invoice, strictly net.

If the down payment will not be received 14 days after sending the down payment bill, the delivery date will respectively postponed.

30 % of total contract price, payable after written design approval by customer

30 % of total contract price, payable within 14 days with delivery, strictly net, or at latest 4 weeks after notification of readiness to ship, in the event of any delay to the delivery for reasons not attributable to the supplier.

The delivered items remain the property of the manufacturer until payment in full has been received.

Delivery time

An exact delivery date we will tell you upon receipt of the official order and clarification of all technical details in our order confirmation.

Delay

Extrude Hone does not accept any penalties on delayed delivery unless defined otherwise in a special contractual agreement.

Terms for delivery

Unless otherwise specifically stated in the quotation, the delivery is FCA to the nominated shipping address (Incoterms 2020), inclusive of packaging but excluding transportation insurance.

General terms and conditions

Unless otherwise agreed, the enclosed "ORGALIM S 2022 general conditions for the supply of mechanical, electrical and electronic products" (October 2022), including the appendix sheet shall apply. The contract is subject to the laws of Germany. Recourse to the Viennese UN Convention on Contracts for the International Sale of Goods is expressly excluded.

The General Terms takes precedence over the Orgalim.

Prices

The prices are strictly net but do not include any applicable VAT.

Our prices are valid for 1 (one) month. After this time our quotation is subject to review.

Export control

It is agreed that the legally binding conclusion of this contract is subject to the suspensive condition that BAFA grants the necessary approvals for the sale, delivery, transfer or export of the specified goods/technologies.

If the necessary export or transfer licenses or other releases are not issued by the responsible authorities or are not issued in a timely manner, or if there are other obstacles due to the customs regulations that we as exporter or shipper or our suppliers have to comply with; If foreign trade and embargo regulations contravene the fulfillment of the contract or delivery, we are entitled to withdraw from the contract or from the individual delivery or service obligation.

The customer undertakes to recognize and comply with the European and relevant national export control regulations and embargo regulations and not to sell, export, re-export the delivered goods directly or indirectly to persons, companies, institutions, organizations or to countries, to deliver, pass on or otherwise make accessible if this violates European or national export regulations or embargo regulations.

机械、电子和电子产品 供货通用 条款

布鲁塞尔，2022年10月

免责声明：

Orgalim 2022年条款（即《机械、电气和电子产品供货通用条款》）的翻译，由Orgalim于2022年10月发布。使用此译文时，以所附的此等条款的英文版本为准。因此，如果某一部分或段落的内容有任何歧义或对其有任何疑问，或译文与英文本之间存在差异，则皆以英文本为准。

前言

1. 当各方同意本通用条款时，本通用条款将适用。对本通用条款的任何修改或者偏离必须经过书面同意。

定义

2. 在本通用条款中，下列术语将按照以下给出的定义解释：

- “**合同**”：指各方关于产品供应的书面协议及所有附件，包括经同意的对上述文件进行的书面修订和补充；
- “**重大疏忽**”：因故意或疏忽未在相关情形中给予明显必要的关注，以避免对方发生严重后果；
- “**书面**”：指通过双方签署的文件或者通过信件、电子邮件、传真和各方同意的其他方式进行的沟通；
- “**产品**”：根据合同提供的标的物，包括软件和文档；
- “**合同价格**”：约定的价格，该价格应为固定价格，若双方明确约定了价格修改条款，则为修改后的价格。

产品信息/说明

3. 包含在一般产品资料、价格表中的所有信息、数据（不论形式）仅在合同以书面形式明确被包含在合同的范围内才有约束力。

4. 卖方应在不迟于产品的交付日将买方安装、调试、操作、维护产品所必需的信息和图纸免费提供给买方。这些信息和图纸应至少提供一份纸质版和一份电子版。卖方没有义务提供产品或部件的制造图纸。

知识产权和保密

5. 产品中包含的所有知识产权（包括任何嵌入式软件）以及与产品有关的任何技术信息均归卖方所有，或在适当的情况下，归授权卖方再许可这些权利的第三方所有。受限于第三方与卖方之间可能约定的任何限制，买方应获得使用这些知识产权的非独占、永久且可转让的权利，但仅限于合同目的所需的范围。卖方没有义务向买方提供任何嵌入式软件的源代码或更新。

除非另有书面约定，本条款也适用于专门为买方开发产品和/或软件的情形。

6. 一方以书面或口头方式向另一方披露的技术、商业和财务信息，以及已声明为保密信息或就其性质而言必须被视为保密信息的信息，应作保密处理。因此，未经披露方书面同意，该信息不得用于其提供目的以外的任何其他目的。未经披露方书面同意，不得向第三方传输、传播或以其他方式披露该信息。

验收测试

7. 除非另有约定，合同中约定的验收测试将在正常工作时间在产品的制造场所进行。

如果合同没有载明技术要求，测试将按照产品制造国相应产业部门的一般惯例进行。

8. 卖方应将验收测试事宜以书面形式通知买方并留出充分的时间以便买方参加测试。如果买方不出席测试，测试报告将被送达给买方并被视为接受。

9. 如果验收测试显示产品不符合合同约定，那么卖方应毫不迟延地补救这些缺陷以确保产品与合同要求相符。随后在买方的要求下应当进行新的测试，除非不存在重大缺陷。

10. 卖方应承担在产品制造地点进行的验收测试的所有费用。买方则应承担其参加这种测试的所有差旅和生活费用。

产品交付和风险转移

11. 任何约定的贸易条件应按照合同成立时有效的国际贸易术语解释通则（INCOTERMS®）进行解释。

如果没有特别约定过贸易条件，则交付应在产品制造地点按照货交承运人（FCA）条件执行。

在按照货交承运人条件交货时，如果卖方应买方的要求承担将产品发送到目的地的义务，则风险应在产品交付于第一个承运人时转移给买方。

不允许分批交货，除非另有不同约定。

交付时间和迟延交付

12. 如果各方没有指明一个特定的交付产品日期而是约定了一个期间，并约定在期间内必须交付产品，则该期间从合同成立并且所有约定的应由买方完成的前提条件（如：官方手续、合同成立后应支付的款项、担保）均实现时开始起算。

13. 如果卖方预期不能在产品交付时间交付产品，那么他应立即书面通知买方并说明理由，若有可能，告知可预期的交货时间。

如果卖方没能发出上述通知，则买方有权对其实际遭受的和其如果收到通知就可以避免的任何额外费用提出索赔。

14. 如果迟延交付是由第 46 条提及的任何情形，由买方的行为或疏忽，包括第 22 条以及第 49 条下的中止履行，或任何其他由于买方引起的情况所引起，卖方将有权将交付时间延长一段在考虑当时所有情况后被认为是必要的期间。无论延迟的原因发生在约定的交付时间之前还是之后，本条款均适用。

15. 如果产品没有在交付时间交付，买方应有权主张自产品应当交付之日起计算的违约金。

迟延交付每进入一个新的星期，即产生合同价格 0.5% 的违约金。违约金不应超过产品合同价格的 7.5%。

如果只是部分产品迟延交付，则违约金应按照因迟延交付而不能按照双方意图使用的产品部分所对应的合同价格计算。

违约金应在买方提出书面要求时支付，但不应在产品交付完成之前或合同根据第 16 条终止之前支付。

如果买方没有在产品应该交付之日起 6 个月内提出书面的违约金主张，则买方将丧失主张违约金的权利。

16. 如果迟延交付使得买方有权主张第 15 条下的最高违约金请求，而产品仍没有交付，则买方可以书面要求在一个不少于一周的最后的合理期限内交付。

如果卖方没能在上述最后期限内交付产品并且不是由于买方引起的情形导致不能交付，则买方可以书面通知卖方解除因卖方不能交付而导致无法按照双方预期目的使用的产品部分的合同。

如果买方解除合同，他将有权要求因卖方迟延交付而导致的损失（包括所有结果性和间接损失）的赔偿金。赔偿金的总额，包括第 15 条下可以获得的违约金，不应超过合同被解除所涉及的产品部分所对应价款的 15%。

如果情况清楚地显示将会出现迟延交付并且这种迟延将使买方有权依据第 15 条主张最高额的违约金，买方也有权书面通知卖方解除合同。在出于这种原因解除合同的情况下，买方有权主张本条第 3 款项下的最高额违约金和赔偿金。

17. 对买方而言，在卖方迟延交付产品的情况下，第 15 条下的违约金和第 16 条下的附有限赔偿的解除合同是仅有的补救措施。因这样的产品迟延交付而针对卖方提出的任何其他索赔都将被排除，除非卖方有重大疏忽。

18. 如果买方预见到他将不能在交付时间接受产品，则他应立即书面通知卖方并陈述原因，如有可能，告知可以接受交付的时间。

如果买方没能在交付时间接受产品，并且原因不在卖方，他仍应支付在产品交付时间到期的任何部分的产品价款，就如同交付已经在交付时间完成了一样。卖方将在买方承担风险和费用的条件下安排产品的储存。如果买方提出要求，卖方也将在买方承担费用的条件下办理产品的保险。

19. 除非买方没能接受产品交付是因为第 46 条提到的情形所造成，否则卖方可以书面通知并要求买方在一个最后的合理期限内接受产品的交付。

如果不是因卖方引起的原因且并非第 46 条中所述的任何情形导致买方在上述最后期限内没能接受产品的交付，卖方可以书面通知买方全部或者部分解除合同。卖方随即有权主张因买方不履行合同而使其遭受损失（包括所有结果性和间接损失）的赔偿。赔偿额不应超过合同被解除所涉及的产品部分所对应的合同价款。

支付条款

20. 付款应当在发票日后的 30 日内完成。

除非另有约定，合同价格的三分之一在合同成立时开票，其余部分在产品交付时开票。

21. 无论使用何种付款方式，在应付款项不可撤销地记入卖方的帐户之前，不能认为款项已经支付。

22. 如果买方没能按照规定的日期付款，则卖方有权收取自付款到期日起计算的利息，并要求买方支付卖方为收回款项而产生的成本。利率按照双方约定计算，或若无约定则为欧洲中央银行的主要再融资利率（MRO）外加 8 个百分点。对

回收成本的补偿应为未能按付款而收取延期利息的款项的1%。

在迟延付款或买方未能在规定时间给出商定之担保的情况下，卖方可以在书面通知买方后中止合同的履行，直到收到付款，或直到买方给出了商定的担保（如果此情况适用）。

如果买方在3个月内没有支付到期款项，卖方有权书面通知买方解除合同，除了本条款规定的利息和卖方为收回款项而产生的成本的补偿，还可以对其产生的成本和损失（包括间接和结果性损失）要求赔偿。

保留所有权

23. 在根据相关法律保留所有权是合法有效的限度内，在产品价款全部付清之前卖方仍然保留对产品的所有权。

在卖方的要求下，买方应协助卖方采取一切必要的措施保护卖方对产品的所有权。

保留所有权不影响第11条下的风险转移。

对缺陷的责任

24. 产品应与合同相符。根据第25条到第44条的规定，卖方应对因设计缺陷、材料缺陷或工艺缺陷所导致的任何产品缺陷或与合同约定的任何不符（以下统称为“缺陷”）承担补救责任。

25. 卖方对因买方提供、规定或指定的设计、材料或生产方法而引起的缺陷不负责任。

26. 卖方仅对合同规定的操作条件下以及合理使用产品条件下出现的缺陷负责。

27. 对于风险转交到买方后的情况下产生的缺陷，如因买方或代表买方的第三方进行的不当或错误安装、维护或维修，或进行的任何更改造成的缺陷，卖方不承担责任。卖方对产品的正常损耗或老化不承担责任。

28. 卖方的责任限于从产品交付之日起一年内出现的缺陷。如果产品的使用超出双方约定，则该期限将按比例缩短。

29. 如果存在于产品一部分的缺陷已经被补救，则卖方应按照适用于原始产品的条件和条款在一年期限内对修理或替换部分的缺陷承担责任。对于产品的其它部分，第28条提到的期限仅应延展因缺陷导致该部分产品无法使用的期间。

对于第28条所述责任期或双方约定的任何其它责任期届满一年以后产品任何部分出现的缺陷，卖方不承担责任。

30. 买方应当以无不当迟延的方式用书面方式通知卖方出现的缺陷。通知中应包含对缺陷的描述。在任何情况下，

上述通知不应迟于第28条所规定的期限或第29条规定的延展期限（如果此情况适用）届满后2个星期之内发出。

如果买方没能在本条第1款规定的期限内书面通知卖方出现的缺陷，则丧失要求补救缺陷的权利以及与该缺陷有关的任何其它权利。

当缺陷可能导致损害时，买方应立即书面通知卖方。买方应当自行承担因未进行这样的通知而导致产品损害的风险。买方应采取合理措施尽可能减少损失，并应遵守卖方的指示采取这样的行动。

31. 收到第30条规定的通知后，卖方应严格按照第24条到44条规定，以无不当迟延的方式自行负担费用来补救缺陷。采取补救措施的时间应经过挑选，以避免对买方的活动造成不必要的干扰。

补救措施应该在产品的所在地进行，除非卖方认为将产品运回给卖方进行补救或在其指定的地点进行补救更为合适。

如果缺陷可以通过更换或修理有缺陷的部件进行补救，且拆卸或重新安装该部件不需要专门知识，卖方可以要求将有缺陷的部件运回给卖方或运到其指定的地点。在这种情况下，当卖方交付买方一个经适当修理的或更换的部件时，卖方就履行了对缺陷的补救义务。

32. 在补救缺陷必需的范围內，买方应承担费用使卖方可以接触到产品，并安排对产品以外的其他设备进行介入。

33. 除非另有约定，对于与卖方应当负责的产品缺陷补救有关的产品或部件，其往返卖方的必要运输过程的风险和费用应由卖方承担。就上述运输，买方应听从卖方的指令。

34. 除非另有约定，买方应承担卖方发生的、因产品被放置于合同约定卖方向买方交货的目的地（若没有约定目的地则为交付地）以外的其他地方，而额外产生的补救缺陷的费用。

35. 更换下来的有缺陷的部件是卖方的财产，应交给卖方。

36. 如果买方发出了第30条规定的通知，但没有发现应由卖方负责的缺陷，则卖方有权对其因此通知而支出的费用要求赔偿。

37. 如果卖方没有履行第31条或第43条下的义务，则买方可以书面通知卖方确定一个卖方履行义务的合理最后期限，该时间不应少于一个星期。

如果卖方在该最后期限内仍没有履行义务，买方可以自行或者雇佣第三方采取必要的补救措施，风险和费用由卖方承担，但前提是买方或第三方以专业的方式采取补救措施。

当买方或者第三方成功地采取了补救措施，卖方对买方产生的合理费用的偿付应视为完全解除了卖方对上述缺陷的责任。

38. 如果产品缺陷未能如第 37 条所规定的那样成功地获得补救，则：

- a) 买方有权根据产品贬值的比例要求降低合同价格，但是任何情况下产品价款降价的比例不得超过合同价格的 15%，或者
- b) 如果缺陷是实质性的以至于剥夺了买方合同中有关产品或产品实质部分的利益，买方可以书面通知卖方，说明有缺陷的产品部件导致产品无法按照双方预期使用，继而解除合同。买方即有权主张其损失的赔偿（包括所有结果性和间接损失），金额最高为导致合同被解除的产品部件价款的 15%。

39. 除第 24-38 条的规定外，， 卖方对缺陷不承担责任。因此，卖方不承担因缺陷可能造成的任何其他损失，包括生产损失、利润损失和其他间接损失。如果卖方负有重大疏忽，则这种责任限制不适用。

知识产权侵权责任

40. 除非另有约定，根据本条和第 41-44 条，卖方应就产品侵犯买方国家第三方的专利、版权或任何其他知识产权向买方承担责任。在这种情况下，卖方应赔偿买方，使其免受第三方索赔，前提是该等索赔由最终裁决或卖方批准的和解协议确认为有效。但是，除非卖方负有重大疏忽，**否则卖方对买方的生产损失、利润损失、使用损失和合同损失不承担责任。**

41. 卖方对下列情况引起的知识产权侵权不承担任何责任：

- 产品在买方国家以外的地方使用；
- 产品未按约定或按卖方无法预见的方式使用；
- 产品与非卖方提供的设备或软件一起使用，或
- 买方规定或指定的设计或构造。

42. 仅当买方在收到第 40 条所述的任何索赔后，立即书面通知卖方，并允许卖方决定如何处理索赔时，卖方才应承担赔偿责任。

对第 40 条所述索赔的抗辩责任应由卖方承担。对于买方根据最终裁决或经卖方认可的和解协议支付的任何金额，卖方应向买方进行赔偿。

43. 知识产权侵权行为应由卖方自行决定通过以下方式进行补救：

- 为买方提供使用产品的权利；
- 通过调整产品，停止侵权行为，或
- 用另一种不侵犯相关知识产权的产品替代该产品。

44. 如果卖方未能及时根据第 43 条对侵权行为进行补救，则应适用第 37 条、第 38 条和第 39 条。

产品引起的损害责任的分配

45. 卖方对交付后并处于买方占有下的产品所引起的一切财产损失不承担责任。卖方对买方制造的产品造成的损害或者对买方产品构成其一部分的产品的损害不承担责任。

如果卖方因第 1 款描述的财产损失对第三方产生责任，买方应补偿、保护卖方使之不受损害。

如果第三方就本条描述的损害向买卖双方的一方提出索赔请求，则该方应立即书面通知另一方。

对于因产品所引起的、针对合同一方提出的损害赔偿请求，卖方和买方负有义务使他们共同被传唤到审理该请求的法院或者仲裁庭。但卖方和买方之间的责任应按照第 51 条予以解决。

本条第 1 款规定的卖方责任限制不适用于卖方存在重大疏忽的情形。

不可抗力

46. 因不可抗力（即下列情形中任何一种）使得履行合同受阻或者履行合同变得极其困难的情况下，合同任何一方有权中止履行本合同下的义务：劳资纠纷和合同方不能控制的其他情形，比如火灾、战争、大范围的军事动员、暴动、征用、扣押、贸易禁运、电力使用限制、货币和出口限制、流行病、自然灾害、极端自然事件、恐怖行为以及任何本条所列情形引起的分包商交付产品存在缺陷或者交付迟延。

本条所规定的情形，不管是发生在合同成立之前还是之后，只有在其对合同履行的影响不能在合同成立时预见的情况下才会形成中止履行本合同的权利。

47. 声称受到不可抗力影响的一方应该在不可抗力事件的开始和结束时毫不迟延地将有关情况书面通知另一方。如果一方没有给予通知，另一方应有权对因其引起的，和如果收到通知本来可以避免的任何额外费用要求赔偿。

如果不可抗力阻止买方履行其义务，买方应赔偿卖方因存储、保障和保护产品以及避免对其其他活动的不合理干扰而发生的费用。

48. 无论根据本通用条款会产生其他何种法律后果，如果第 46 条规定的合同履行中止超过 6 个月，任何一方均有权书面通知另一方终止合同。

预期不履行合同

49. 如果情况清楚地显示另一方将不再履行其合同义务，则任何一方均有权中止履行其合同下的义务。中止履行合同义务的一方应该立即书面通知另一方。

间接损失

50. 除非本通用条款另有不同规定或存在在重大疏忽的情况下，任何一方对于另一方遭到的生产损失、利润损失、使用损失、签约损失或者其他结果性或间接损失不承担责任，无论该损失是否可预见。

争议和适用法律

51. 所有因合同引起的或者与合同有关的争议将按照国际商会仲裁规则由根据该规则指定的一名或者多名仲裁员终局解决。

52. 合同受卖方国家的实体法管辖。

Orgalim represents Europe's technology industries, comprised of 770,000 innovative companies spanning the mechanical engineering, electrical engineering, electronics, ICT and metal technology branches. Together they represent the EU's largest manufacturing sector, generating annual turnover of over €2,480 billion, manufacturing one-third of all European exports and providing 10.97 million direct jobs. Orgalim is registered under the European Union Transparency Register – ID number: 20210641335-88.

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SHAPING A FUTURE THAT'S GOOD

Appendix attached to the Orgalim General Conditions S 2022 regarding the application of German law

October 2022

Where the Contract is governed by German Law (cf. Clause 52 of the Orgalim Conditions S 2022), the present amendment shall apply jointly with the Orgalim Conditions to pay due regard to the provisions of the German Civil Code BGB concerning standard business conditions.

Furthermore, it should be noted that the Orgalim Conditions S 2022 (cf. Clause 52) may lead to the application of the UN Convention on Contracts for the International Sale of Goods (CSIG). If this is not the intention of the Parties, a stipulation to the contrary will have to be expressly mentioned and agreed upon.

regarding Clause 8 second sentence (to be replaced by the following):

"If the Purchaser is not represented through his own fault, the test report shall be sent to the Purchaser and shall be accepted as accurate."

regarding Clause 15, para 5:

is deleted

regarding Clause 17 second sentence (to be replaced by the following):

"All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of a negligent breach of a fundamental condition of the contract ("wesentliche Vertragspflicht"), intent or Gross Negligence."

regarding Clause 28 (amendment):

"Claims for reimbursement of expenses of the Purchaser pursuant to Sec. 445a BGB (recourse of the seller) also become statute barred one year after the beginning of the statutory limitation period, provided that the last contract in the supply chain is not for sale of consumer goods. Suspension of the statute of limitations under Sec. 445b (2) BGB remains unaffected; it shall end, at the latest, five years after the point in time when the Supplier delivered the item to the Purchaser."

regarding Clause 31, para 3 second sentence:

is deleted

regarding Clause 38 b (amendment):

"The limitation of the Supplier's liability shall not apply if he has been guilty of intent, Gross Negligence or if the Supplier negligently causes damage to life, body or health.

Furthermore, the limitation of liability shall not apply in cases of negligent breach of a fundamental condition of contract ("wesentliche Vertragspflicht"). In the case of a slightly negligent breach, the Supplier shall be liable only for reasonably foreseeable damage which is intrinsic to the contract.

The said limitation of liability shall also be inapplicable in cases of strict liability under the Product Liability Act ("Produkthaftungsgesetz"), for defects of the Product causing death or personal injury, or damage to items of property used privately. Furthermore, the said limitation of liability shall not apply in cases of defects the Supplier has fraudulently concealed or whose absence he has guaranteed."

regarding Clause 39 (to be replaced by the following):

"Save as stipulated in Clauses 24-38, the Supplier shall not be liable for defects. This applies to any loss the defect may cause including loss of production, loss of profit and other indirect loss. The limitation of the Supplier's liability shall not apply if he has been guilty of intent, Gross Negligence or if the Supplier negligently causes damage to life, body or health.

Furthermore, the limitation of liability shall not apply in cases of negligent breach of a fundamental condition of contract ("wesentliche Vertragspflicht"). In the case of a slightly negligent breach, the Supplier shall be liable only for reasonably foreseeable damage which is intrinsic to the contract.

The said limitation of liability shall also be inapplicable in cases of strict liability under the Product Liability Act ("Produkthaftungsgesetz"), for defects of the Product causing death or personal injury, or damage to items of property used privately. Furthermore, the said limitation of liability shall not apply in cases of defects the Supplier has fraudulently concealed or whose absence he has guaranteed."

regarding Clause 40, last sentence (to be replaced by the following):

"The Supplier shall however not be liable for the Purchaser's loss of production, loss of profit, loss of use and loss of contract.

The exclusion of the Supplier's liability shall not apply if he has been guilty of intent, Gross Negligence or if the Supplier negligently causes damage to life, body or health. Furthermore, it shall not apply in cases of negligent breach of a fundamental condition of contract ("wesentliche Vertragspflicht"). In the case of a slightly negligent breach of a fundamental condition of contract, the Supplier shall, however, be liable only for reasonably foreseeable damage which is intrinsic to the contract.

The exclusion of liability shall also be inapplicable in cases of strict liability under the Product Liability Act ("Produkthaftungsgesetz") for defects of the Product causing death or personal injury, or damage to items of property used privately. Furthermore, it shall not apply in cases of damage attributable to fraudulent concealment or under a specific guarantee granted."

regarding Clause 45:

is deleted

regarding Clause 50 (amendment):

"The exclusion of the Supplier's liability shall not apply if he has been guilty of intent, Gross Negligence or if the Supplier negligently causes damage to life, body or health. Furthermore, it shall not apply in cases of negligent breach of a fundamental condition of contract ("wesentliche Vertragspflicht"). In the case of a slightly negligent breach of a fundamental condition of contract, the Supplier shall, however, be liable only for reasonably foreseeable damage which is intrinsic to the contract.

The exclusion of liability shall also be inapplicable in cases of strict liability under the Product Liability Act ("Produkthaftungsgesetz") for defects of the Product causing death or personal injury, or damage to items of property used privately. Furthermore, it shall not apply in cases of damage attributable to fraudulent concealment or under a specific guarantee granted."

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