

**General Terms and Conditions  
of Diehl Metering (Jinan) Co., Ltd.  
代傲表计（济南）有限公司  
一般交易条件**

**1. Definition 定义**

The following document prescribes the General Terms and Conditions (including Software Product and Data Service Sales Agreement) of Diehl Metering (Jinan) Co., Ltd. ( Hereinafter referred to as the “General Terms“ ),

在“代傲表计（济南）有限公司一般交易条件”（含软件产品及数据服务销售框架协议）中（以下简称“一般条件”），

**1.1 「Buyer」** the Party who has the product demand to seller and is willing to pay a certain price to obtain the ownership of the product.

「买方」指对卖方产品有需求并愿意通过支付一定的价款获得产品的所有权的一方。

**1.2 「Seller」** the Party named Diehl Metering (Jinan) Co., Ltd. with address at Wuzhou Building, 1100 Shunfeng Road, 250101 Jinan, Shandong, P. R. China.

「卖方」指位于山东济南高新技术开发区舜风路 1100 号五洲科技楼的代傲表计（济南）有限公司。

**1.3 「Products」** the goods (hardware and / or software and / or technology as well as corresponding documentation) , work and services supplied by Seller according to the General Terms.

「产品」指卖方按本交易条件提供的货物（硬件、软件和/或技术以及相关文件）、工作及服务。

**1.4 「Quotation」** the lead time, price etc. quoted from Seller to Buyer according to Buyer's requirements.

「报价」指卖方根据买方需求提供货物交期、价格等相关信息。

**1.5 「Purchase Order」** the Product and its related terms as well as infomation confirmed by Seller to purchase from Buyer (hereinafter referred to as “Order“).

「采购订单」指买方向卖方发出的采购定货单（以下简称“订单”）。

**1.6 「Sales Contract」** The contract signed after negotiation between Buyer and Seller, Seller delivers the produced products to Buyer, Buyer accepts the product and pays Seller according to both parties agree.

「销售合同」指买卖双方经充分协商达成一致，卖方将其销售的产品交付给买方所有，买方接受此产品并付给卖方约定价款的合同。

**1.7 「In Writing」** the communication ways including post, email and fax etc.

「书面」包括信件、传真及电子邮件等形式。

**1.8 「Notice」** All notices in connection with transactions between parties shall be in writing and shall be effective upon: first entry of designated system if sent by fax; the day of receipt noted on the return receipt showing the expressed address of the recipient if sent by express mail; the time of receipt confirmed by the recipient's e-mail system if sent by e-mail.

所有与买卖双方交易有关的通知都应为书面形式，并于如下时间生效：如采用传真方式，通知自首次进入收件人指定系统时生效；如采用快递方式，通知在收到标记有收件方明确地址的投递回执之日即被视为生效；如采用电子邮件方式，通知在首次进入被收件方指定电子邮件系统之时即被视为生效。

## **2. Scope 适用范围**

The General Terms and Conditions apply to all legal transactions related to Sales Contracts. In case of a conflict between the General Terms and Conditions and Sales Contracts, Sales Contracts shall prevail.

本一般条件适用于买卖双方有关销售合同的合法交易。如果销售合同与本一般条件的规定有冲突，以销售合同的约定为准。

## **3. Quotation, Order and Sales Contract 报价、订单及销售合同**

**3.1** All quotations, price lists, samples, material compositions, durability data, indications of weight and volume and other specifications and information related to the Products are provided by Seller without any commitments. They might be subject to changes without any prior notices provided to Buyer. Quotation provided by Seller shall not be binding on Seller unless the Buyer accepts them via Order within the stipulated period.

由卖方提供的与所有产品相关的报价、价格单、样品、材料成份、使用期限、重量和体积的数据和别的规范和信息均仅供参考。它们可能将在没有事先通知买方的情况下出现变动。除非买方在规定的时间内以订单方式进行确认，卖方所提供的报价将对卖方无任何约束性。

**3.2** The Order shall be signed and chopped by Buyer before sending to Seller. Otherwise Seller has the right to return or refuse.

买方出具的订单必须在发给卖方之前签字盖章。否则卖方有权退回或拒绝。

**3.3** The Sales Contract shall become effective upon the date of being signed and chopped by Seller, within 6 months, and shall be executed and completed on payment and delivery not later than the final delivery date agreed in the Sales Contract.

销售合同自买卖双方在销售合同签字盖章之日起成立并生效，并须在销售合同中约定的交货期限内完成货款支付及货物交付。销售合同有效期自双方签字确认后起 6 个月内有效，但双方在合同中约定的有关争议或纠纷解决条款不受上述有效期内约束，双方仍可按照销售合同中的争议或纠纷条款解决争议或纠纷事宜。

**3.4** Sales Contract signed by both parties shall not be cancelled or modified. Cancellation or modification may be possible only with prior written consents from Seller's authorized representative for extremely optional situation. Seller reserves the rights to charge the Buyer the costs incurred from either cancellation or modification.

买方在与卖方签订销售合同后不得随意解除或变更合同，只有在极端特殊的情况下由卖方授权代表书面认可的除外。卖方保留向买方收取因买方解除合同或变更合同内容而产生的费用的权利。

**3.5** The quantity, description and specification in terms of the Products shall be clearly stipulated in the Quotation (if Buyer accept) provided by Seller and or in the Order (if Seller accepts) placed by Buyer, or shall be very close or similar to it in reasonable situation. The Sales contract based on previous Quotation and Order shall prevail finally.

货物的数量、描述及规格必须在卖方报价单（如买方接受的话）或买方的订单（如卖方接受的话）规定或在合理的情况下与之近似。并以买卖双方最终签订的销售合同为准。

**3.6 Both the original and the fax versions of the Quotation, Order and Sales Contracts together with its related writing document are legally binding.**

报价、订单、销售合同及与之相关的书面文件的传真件与原件具有同等法律效力。

**3.7 Sales Contract shall completely replace a prior signed related Power of Attorney. Meanwhile the Power of Attorney concerned becomes invalid.**

买方订单一旦经卖方确认并签订销售合同，买卖双方合同关系即成立，相关授权委托书效力随之终止。

#### **4. Price 价格**

**4.1 Unless otherwise agreed by the parties in writing, the price provided by Seller hereof, refers to Jinan Factory delivery price, including VAT and Seller's standard packaging fee. If Buyer has special packing requirements, the costs incurred thereto will be charged to Buyer separately; but the delivery price excludes any other taxes levied by any governmental authority or any charges for testing, installation and freight and its related fees.**

除非双方另行书面同意，卖方所提供的价格均为济南工厂交货价，包括增值税和卖方的标准包装费，如果买方要求采取特殊的包装方式，相应费用由买方另行承担。济南工厂交货价不包括政府机构征收的其他任何税收，也不包括任何检测费、安装费、运费及其他费用。

#### **5. Payment 付款**

**5.1 Payment shall be made to Seller as agreed payment terms. Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Order or beginning the manufacture of the ordered products. Any payment delay or insufficient payment may result in delivery postponement or other changes.**

买方必须根据约定的付款条件向卖方支付货款，卖方有权在卖方为履行订单做准备或开始生产之前要求买方支付定金或提供一定的担保。如果买方延迟付款或付款不足，交货日期将延长或导致其他变更，如上述交货日期或导致其他变更的事项超过本合同有效期的，双方须另行签订补充协议。

关于定金，依据定金的作用性质，在此明确“定金”的双重担保性。即同时担保合同双方当事人履行各自的义务。就是说，定金给付方不按合同约定履行己方义务的，无权要求返还定金；而定金接收方不按合同约定履行己方义务的，则应双倍返还定金。

基于以上释义，代傲表计（济南）有限公司销售合同中明确需要支付定金的产品，除交付条件外将追加提货期限，即需支付定金的产品，买方需在销售合同约定的期限内提走所支付定金的货物，超出销售合同规定内提货期限未履行提货义务的，代傲表计（济南）有限公司有权对买方支付定金不予退还。

**5.2 Payment by Buyer shall not be regarded as having been effected until the date of receipt thereof on Seller' bank accounts.**

买方的付款未到达卖方的银行账户前，将视其未完成付款义务。

**5.3 Buyer shall make payment to Seller through TT (Telegraphic Transfer) to Seller's nominated bank accounts. Buyer shall bear all related bank charges.**

买方根据卖方指定的银行账号以电汇方式付款，买方将承担相关的银行费用。

## **6. Product Test, Acceptance, Notice and Testing Expenses 产品测试、验收和通知及费用负担**

### **6.1 Product Test Application and Testing Expenses 产品测试申请及费用**

Buyer shall test the products as further set out in Article 6.3, and the testing fees and charges are born by the Buyer; the Seller shall bear the reasonable testing fees and charges for rejects that is caused by Seller.

买方应按第 6.3 条的规定对产品进行检测，检测费由买方负担；对于经检测不合格的产品且确实由卖方原因导致，卖方负担相应检测费。

### **6.2 General incoming goods inspection 一般检查**

Buyer has to inspect the goods for quality defects within [5] days upon the products are delivered to its premises and shall notify Seller within this period in writing and describe the extent of quality defect as detailed as possible. Upon such notification, the Seller can require the pertinent products to be returned to Seller for further inspection.

在产品交付后 5 日内，买方应检查货物，如发现任何产品质量损坏的，应在此期间内书面通知卖方，详细地说明损坏程度。收到此通知后，卖方可要求将有关产品退回，做进一步检查。

Seller shall provide the solution to Buyer within 2 working days after receiving above-mentioned failure report. If the pertinent quality defects cannot be verified after inspection, Buyer shall be notified immediately.

卖方须在收到该通知后两个工作日内告之买方将要采取的措施。如果在检查相关产品后没有发现质量损坏的，卖方应立即告知买方。

In the event a quality defect is not recognizable, Buyer must inform Seller in written form within 5 working days after Buyer becomes aware of such defect.

如果产品质量损坏不易发现，买方应在发现后五个工作日内以书面形式告知卖方。

### **6.3 Product Test and Acceptance 产品检测和验收**

Buyer shall test the Products of its operational reliability within 30 (Thirty) days as of arrival at the destination as agreed. When applicable to the specific product, the product test shall be carried out by the institution which is entrusted by the Buyer and certified by government. The institution shall test every product the meter and issue a formal written survey report. The Buyer shall deliver a formal Notice of Acceptance attached with the Survey Report to Seller within 3 days after receiving the Survey Report issued by the institution, and the formal Notice of Acceptance shall describe the quality situation clearly. The delivered Products are also considered as qualified if all the products pass the test, but Buyer does not offer a formal Notice of Quality Acceptance to Seller within 3 days. Seller shall make replacement and bear the costs of transportation for the rejects caused by Seller after receiving the notice.

买方应在产品到达约定地之后 30 日内委托国家授权的检定机构进行检测并出具检测报告，并应在收到该检测报告后三日内寄给卖方并出具正式验收说明书。如果产品全部通过检测，即使买方没有按约定时间向卖方出具正式质量验收合格通知书，该批产品也视为合格。对于经测试不合格且确实由卖方原因导致的产品，在接到买方通知后，卖方应与及时更换并负担往返运输费用。

Buyer shall test the Products timely after Products arriving at the place as appointed. The Products are considered as qualified if Buyer fails to fulfill the test within 30 days after arrival so that Buyer loses recourse right for compensation concerning the quality.

产品到达买方指定地点后，买方应及时送交质检部门检测验收，买方如果在产品到达指定地点 30 个工作日内不进行检测验收，产品即视同合格。

## 7. Installation 安装

Seller shall support during installation with technical guidance ensuring proper function of the products. The installation is responsibility of the Buyer and not included in the product price.

卖方应当对安装工作提供技术指导支持，以确保产品的正常使用。安装具体操作工作应由买方负责，且因此而产生的费用不包含在产品价格中。

## 8. Way of Transportation and Freight 运输方式及费用负担

Unless otherwise agreed by the parties in writing, the way of transportation shall be road transportation. The freight and related costs shall be borne by Buyer. In case special transportation instruction is agreed in writing, additional charges thereof, if any, will also be borne by Buyer.

除双方另行书面约定外，运输方式为公路运输。运费及相关费用由买方负担。如果双方通过书面同意采取特别的运输方式，买方还将承担由此产生的额外费用。

## 9. Delivery 交付

9.1 Seller shall deliver the Products in accordance with the time of delivery as agreed.

卖方应按照约定的交货时间交付。

9.2 Delivery of the Products by Seller is subject to Buyer's fulfillment of its obligations in the General Terms and the agreed in writing in a timely manner, including but not limited to 1) making down payment (if any) and 2) placing Purchase Order and Delivery Request Letter (if any) and 3) obtaining all necessary licenses and approvals (if any). If the foresaid conditions are not satisfied, the time of delivery shall be extended accordingly, and Seller is not responsible for such delay in delivery, and Seller shall be reimbursed by Buyer for the additional costs and expenses arising therefrom, including but not limited to fee for storage and freight.

买方在满足以下条件时，卖方履行交货义务：买方及时履行了一般条件及销售合同中约定的义务，包括但不限于 1) 支付定金（如有），2) 按约定向卖方下达订单、提货函（如有），3) 及时提供所有必须的许可证及批文（如有）。如果上述条件未能及时得到满足，交货期将延长且卖方毋须承担延期的责任，买方应支付卖方因此发生的额外费用和开支，包括但不限于仓储和运输费用。

买方在收到卖方提货通知后 30 个工作日内提货完毕。逾期不履行提货义务的（含自行提货和书面通知委托卖方发货），卖方有权解除双方签订的买卖合同，定金不予返还，且买方需按约支付违约金，上述买方支付的违约金不足以赔偿卖方损失的，买方还应继续承担赔偿责任。

**9.3** Subject to Article 4 hereunder, Buyer shall entrust a third party as the carrier to pick up the goods at Seller's factory and the delivery of the Products shall be deemed as accomplishment when the products are handed over to that third party. In case special delivery method is agreed in writing, the pertinent accomplishment of the delivery shall conform to both agreements.

根据一般条件第 4 条的规定, 买方委托第三方承运人到卖方工厂提货, 则在将货物交付给第三方承运人时视为交付。如果双方书面同意采取其他方式交付, 交付标准应以双方约定为准。

**9.4** Buyer shall be responsible for any license, tax, fee, customs duty and other official authorizations that may be necessary as a result of the dispatch and delivery of the goods.

买方还应负责办理由货物交付而引起的任何许可、税金、费用、关税及其他官方授权。

**9.5** Seller shall issue the invoices for related payment and then, send them through express mail delivery service to the postal addressees specified by Buyer. The invoices are deemed to have arrived at Buyer upon the signature by Buyer on the return receipt concerned.

卖方将针对收到的货款向买方开具发票, 并且通过快递方式邮寄到买方指定的通讯地址。自买方签收快递后, 此发票将被视作已送达买方。

## **10. Transfer of the Title of the Products and the Risk 所有权和风险转移**

**10.1** Before Buyer conducts the payment in full, Seller retains the ownership of the products.

买方未完全履行付款义务前, 产品的所有权由卖方保留。

**10.2** The risk of damage and loss of the Products shall be borne by Seller before delivery and by Buyer during and after delivery according to Contract Law of the People's Republic Of China. If Products are ready for delivery but cannot be shipped for the reasons beyond Seller's reasonable control, including but not limited to reason of the Buyer or the third party as mentioned in Article 9.3, transfer of risk shall be deemed to have taken place upon Seller's written notice to Buyer of readiness for delivery of the Products concerned.

货物毁损、灭失的一切风险应根据中华人民共和国合同法的规定, 在货物交付前由卖方承担, 交付过程中及交付之后由买方承担。如果合同约定的货物可供交付, 但由于卖方无法合理控制的原因不能交付, 包括但不限于因买方或第三方(如第 9.3 条所述)的原因致使货物不能按照约定的期限交付的, 则自卖方书面通知买方约定产品可供交付之日起, 相关产品灭失或损毁的风险应当自卖方转移至买方。

## **11. Warranty and Liability 质量保证及责任**

**11.1** Quality guarantee period is starting from the date of delivery. The standard is as below:

Heat, Heat & Cooling Meter : [24] months

Water Meter (DN50 and above): [12] months

Water Mter (DN15-DN40): [24] months

质保期自产品交付之日算起, 标准如下:

热表、冷热表：【24】个月

水表（DN50 及以上）：【12】个月

水表（DN15-DN40）：【24】个月

If ordered Products are ready for delivery and Seller has informed Buyer of products readiness for shipment in writing, but the Products are not delivered due to reasons attributable to Buyer, the quality guarantee period of the Products shall start fifteen (15) days upon the issuing date of this notice by Seller.

如果卖方已备好货物并向买方发出产品可供交付的书面通知，但由于买方的原因未交付，则产品的质保期自卖方发出书面通知之日起第【15】日开始起算。

**11.2** Seller warrants that the products specification fully and in all respects conforms to the content of the product stated in the Sales Contract.

卖方保证所提供产品的规格完全与销售合同一致。

**11.3** Seller further warrants that the products do not violate any intellectual property rights. Claims of Buyer shall be excluded if the infringement of the Intellectual Property Rights was caused by 1) specific demands of Buyer, 2) use of the ordered Products unforeseeable by Seller or 3) the ordered Products being altered by Buyer or being used together with products not provided by Seller.

卖方保证产品不侵犯任何知识产权。如果由于 1)卖方根据买方的特别要求供货，2)买方以卖方不可预见的方式使用卖方产品，或 3)买方对卖方产品进行修改或将卖方产品与非卖方提供的产品一起使用造成对他人知识产权侵犯的，买方无权向卖方提出索赔。

**11.4** If the damage or defect is not in the responsibility of Seller including but not limited to the damage or defect caused by Buyer in using the part, component, system and software or such like not obtained from Seller, Seller will not bear any responsibility and Buyer shall bear all the relevant costs.

如果产品的损坏或存在的错误不是由卖方所造成的，而是包括但不限于因买方使用非卖方提供的配件、组件、系统及软件等导致的，则卖方不承担任何责任，买方须自行承担所有相关费用。

**11.5** The repair or replacement shall match with the products of the original ordered type. Seller keeps the right to use the successor type of the products to resolve the relevant claim with no extra cost to Buyer. However, the replaced new type products should be fully compatible with the system or overall technical environment into which it is to be assembled.

任何维修或更换的产品应按照订购时的产品型号供货。卖方有权在保证买方不会产生额外费用的同时，使用同类型的升级产品来解决相关的问题。但是，新型号产品必须与系统或产品所应用的技术条件完全符合。

**11.6** If the remaining time of products guarantee period is less than 3 months after repair or replacement, the repaired or replaced products are with minimum 3 months of products guarantee period from the date of repair or replacement.

如果产品维修或更换后所剩时间距离质保期结束不到 3 个月，那么维修或更换后的产品从维修或更换之日起还可享受至少 3 个月的质保期。



**11.7** If the products are not installed and used according to the installation instruction and or the applicable environment condition, Seller is not responsible for any damage of the products.

如产品未按照安装使用说明书进行安装和使用或使用环境不符合要求造成产品损坏的，卖方不承担责任。

**11.8** After receiving the complaint from Buyer, Seller should reply to Buyer within 3 working days and provide the relevant repair solution.

买方报修后，卖方须在 3 个工作日内做出响应，并提供相应的维修或解决方案。

**11.9 Quality Standard is as below:**

Heat Meter: CJ 128-2007, EN 1434 1~6 -2007

Water Meter: GB/T 778.1~3 -2007, ISO 4064 1~3 -2005

产品质量标准如下：

热表： CJ 128-2007, EN 1434 1~6 -2007

水表： GB/T 778.1~3 -2007、ISO 4064 1~3 -2005

**12. Breach of Contract 违约责任**

**12.1** Where one Party to the General Terms and the Sales Contract fails to perform the obligations or its performance fails to satisfy the terms of the General Terms and the Contract and causes losses to the other Party, the amount of compensation for losses shall be equal to the losses caused by the breach of the General Terms and the Contract, provided not exceeding the probable losses caused by the breach of the General Terms and the Contract which has been foreseen or ought to be foreseen when the Party in breach concludes the agreement to the transactions. The total compensation resulted in by the breach of the General Terms and the Contract shall not exceed the total value of the Order. All indirect losses, including but not limited to the profit obtainable after performance of the Contract, loss of good will etc. are not to be compensated by the breaching Party.

一方不履行合同义务或者履行义务不符合约定，而给对方造成损失的，守约方可要求违约方承担损害赔偿，赔偿额相当于因违约所造成的损失，但不得超过违反约定一方订立合同时预见到或者应当预见到的因违反约定可能造成的损失。损害赔偿额最高不得超过销售合同约定的合同总金额。任何间接损失，包括但不限于订单正常履行后可获得的利益、商誉损失等，违约方不负责赔偿。

**12.2** In case Buyer delays to conduct the payment, Seller is entitled to claim compensation for the breaching behavior in amount of 0.5% of total delayed value every day as from the first day of delay. In case Buyer fails to conduct the payment within 60 days upon receipt of Seller's written notice, Seller may unilaterally terminate the Contract concerned and suspend any supply to the Buyer, meanwhile demand all outstanding accounts to be settled immediately. In case a pre-payment is realized, the Seller may retain the right to take it hereof as set-off against compensation plus the outstanding accounts and further to recourse the differences if any.

如买方迟延付款或未按照销售合同约定的日期履行提货义务，卖方有权自延迟付款之日起每天收取延迟付款款项总金额 0.5% 的违约金。



如买方在收到卖方书面催款通知后 60 日内仍不付款，卖方有权立即终止合同且暂停向买方供应任何产品，并要求买方立即、无任何延迟地支付剩余货款及违约金。如果买方已向卖方交付预付款项，卖方有权扣留该款项作为违约赔偿金及欠款款项，并保留继续向买方追索违约金及欠款款项剩余部分的权利，如上述违约金不足以赔偿卖方损失的，买方还应继续承担赔偿责任。

**12.3** Shall Seller's delay in delivering the goods be caused by third party or by Buyer, Seller shall not bear any responsibility and the delivery date of the products shall also be extended accordingly. Shall Seller's change be caused by third party or by Buyer, the Seller shall not bear any responsibility.

如因买方或其他第三方的原因致使卖方迟延交货的，则卖方不承担赔偿责任。交货日期将相应顺延。如因买方或其他第三方的原因致使合同其他条款发生变更的，卖方也不承担赔偿责任。

### **13. Force Majeure 不可抗力**

**13.1** Neither Party shall be held responsible for failure or delay to perform all or any part of the General Terms and the Sales Contract due to flood, fire, earthquake, snowstorm, drought, hailstone, hurricane, or any other events that are beyond the control of one Party and could not reasonably be expected at the time of conclusion of Contract or have been avoided or overcome by one party. However, the Party whose performance is affected by the event of Force Majeure shall give a notice to the other Party as soon as possible and a certificate or a document of the occurrence of the Force Majeure event issued by the relative authority or a neutral independent third party shall be sent to the other Party no later than 15 days after its occurrence.

如因发生买卖双方均无法控制，且在出具订单或签订销售合同时无法合理预见、无法避免、无法克服的事件，如洪水、火灾、地震、暴风雪、干旱、冰雹、飓风等，从而导致无法履行一般条件及销售合同所约定的全部或部分义务，则任何一方均不承担瑕疵履行或迟延履行责任。因不可抗力原因而使义务履行受到影响的一方须毫不迟延地将该事件通知对方，并在不可抗力事件发生后 15 日内向对方发出由相关部门或独立的第三方机构出具的不可抗力证明文件。

**13.2** Both Parties shall negotiate with each other on the performance or the termination of Sales Contract if the Force Majeure event continues for more than 90 days. Either Party has the right to terminate contractual relation if both Parties cannot reach an agreement within 120 days after the occurrence of the Force Majeure event. In such a termination, either Party shall bear its own costs, and further claims for compensation in connection with the termination shall be excluded.

如不可抗力事件持续时间超过 90 日，则双方应就销售合同是否继续履行或终止进行协商。如不可抗力事件发生后 120 日内无法达成协议，则双方均有权解除合同。在此情形下，买卖各方因解除上述订单而产生的费用均自行承担，并不得就因解除上述订单而遭受的损失主张损害赔偿。

**13.3** Any delay in delivery by Seller as a result of the occurrence of any Force Majeure event to its supplier or subcontractor shall be deemed as a Force Majeure event occurring to Seller.

因卖方的供应商或分包商遭受不可抗力导致卖方延迟交付，应当视为卖方遭受不可抗力。

**13.4** All performed delivery shall be effective in case the Sales Contract is terminated due to Force Majeure, and the Parties shall perform the obligations as agreed.

如订单因不可抗力解除，销售合同解除前已完成的交付均视为有效，双方应履行各自的义务。

### **14. Confidentiality and Intellectual Property Rights 保密和知识产权**

**14.1** Seller reserves all the intellectual property rights that are provided by Seller to Buyer and/or known by Buyer from other Buyers of Seller regarding Seller's business and products, including but not limited to the information and documents in which contains drawings, product introductions, specifications, computer programs, business plans, know-hows, internal information, business secrets and any other Seller's activities, which is legally protected by the laws of both China and international society.

卖方对其提供给买方和/或买方从卖方或其他买方处获悉的有关卖方商业和产品的信息和文件，包括但不限于图纸、产品说明、计算机程序、商业计划、专有技术、内部信息或商业秘密以及其他涉及卖方活动的信息和文件，享有全部知识产权，受中华人民共和国法律和国际法的保护。

Buyer shall employ sufficient protection measures to prevent any third party or irrelevant staff from approaching without prior written approval of Seller to the above mentioned information and documents.

买方应当采取严格的保密措施，防止任何第三方或与业务无关的员工在未经卖方书面许可的情况下取得上述信息和文件。

**14.2** Buyer shall use the information and documents mentioned above only for the intended purpose of performing his duties and obligations; and without the prior written approval of Seller, shall Buyer not use them for any other purpose. The disclosure of such information and documents to any third party is subject to the prior written consent of Seller, as well as the prior conclusion of a written confidentiality agreement with the respective third party.

买方只能在经卖方书面同意或为履行本合同约定义务之需要时使用上述信息和文件。买方向第三方披露以上信息和文件前，必须事先取得卖方书面同意并与第三方签订保密协议。

**14.3** Buyer shall disclose and restrict the information and documents mentioned above only to his employees who are necessary to know for the purpose of performing their duties in relation to the scheduled sales plan.

买方应只将上述信息和文件披露给那些与执行既定销售计划有关且有必要了解信息和文件的员工。

**14.4** In case of termination of Order, the confidential clause shall remain in force for a period of one year from Buyer receives the last piece of information and documents. All documents and their copies which hand over by Seller have to be returned to Seller without delay or to be destroyed under the supervision of Seller. Buyer is not entitled to reserve any information and documents by itself.

如合同终止，则本条所约定的保密条款在买方最后一次收到卖方信息和文件之日起的 1 年内仍然有效。合同终止时，买方应立即归还卖方曾提供的全部文件及其复印件，或将文件和复印件在卖方的监督下销毁。买方不得自行保留任何信息和文件。

**14.5** Buyer shall not conduct reverse project to research, rebuild or change the Products. Seller shall enjoy the same intellectual property rights with Buyer related to any product change and improvement, and Seller has the priority to apply for the patent.

买方不得实施反向工程对产品进行研究改造。经过买方对产品的改进所获得的知识产权，卖方享有与买方同等的权利，并享有优先申请专利的权利。

**14.6** Buyer is neither entitled to remove the logos, remarks, labels or other marks affixed to the Products, nor to affix additional labels to the Products without a prior express written approval of Seller.

买方在未事先获得卖方明确的书面许可的情况下，不得将产品上面附带的标识、标签、商标或者其他标记去除，也不得另行粘贴或附带任何其他标签。

## 15. Termination 法律关系终止

**15.1** Either Party may terminate legal relation based on Sales Contract immediately upon the occurrence of any of the following events: (1) materially breach of the General Terms and the Contract by the other Party and the breaching Party does not rectify within 90 days after receiving breach notice or in any time limit agreed by both Parties; or 2) bankruptcy or insolvency of the other Party. In case Buyer fails to make advance payment as agreed within 90 days after the date of Sales Contract, Seller shall be entitled to terminate the contractual relation immediately.

基于以下事件的发生，任何一方可以立即终止合同：1) 另一方严重违反一般条件及销售合同约定的权利与义务，并且违约方在收到违约通知后的 90 天或双方约定的期限内未加以纠正；或 2) 另一方破产或资不抵债。此外，如果买方在销售合同签订之日起 90 天内仍未支付合同约定的预付款，则卖方有权立即终止合同。

**15.2** If the contractual relation is terminated by Seller in accordance with Article 16.1, Seller is entitled to reasonable reimbursement for any labor, material or other expenses incurred in connection with Sale Contract. Seller reserves further rights including the rights to claim damages hereunder.

如果卖方基于上述 15.1 条的规定终止合同的，卖方有权要求买方赔偿卖方为履行合同已投入的人员费用，材料和其他开支，卖方保留包括要求赔偿损失在内的其他权利。

## 16. Dispute Settlement 纠纷解决

Any dispute arising between the parties in relation to transactions shall be resolved through amicable consultation. If no agreement can be reached after the consultation, either party has the right to submit the dispute to *Jinan Economic and Trade Arbitration Commission* in Jinan. The arbitral proceedings shall be held in Jinan. The language of the arbitration shall be in Chinese.

若因本一般性交易条件或销售合同产生的任何纠纷或争议，买卖双方应首先通过友好协商解决。如经协商不能达成一致意见，则任何一方有权将争议提交济南市仲裁委员会进行仲裁。仲裁地点为济南，仲裁语言为汉语。

## 17. Miscellaneous 其它事项

**17.1** The validity, interpretation and implementation of the General Terms shall be governed by the laws of the People's Republic of China.

本一般条件的效力、解释和履行均受中华人民共和国法律的保护和管辖。

**17.2** The General Terms are executed in both Chinese and English languages. The two versions are equally binding. In case of any discrepancy, the Chinese version prevails.

本一般条件以中英文两种语言书写，两种语言文本具有同等法律效力。若两种文本的解释存在冲突的，以中文文本为准。

**17.3** Should an individual provision of the General Terms be or become invalid, the remaining provisions shall not be affected. An invalid provision shall be deemed to be replaced by such provision that is valid and comes closest to what the parties had in mind when they agreed upon the invalid provision.

如本一般条件中的任一条款被视为无效，则一般条件中其它条款不受影响。买卖双方应当根据缔结该条款时的本来意图另外达成合适条款。

**17.4** The Appendices of the General Terms constitute the integral part of the General Terms and is equally valid with the context of the General Terms.

本一般条件中的附件应视为该一般条件的重要组成部分，与一般条件正文具有同等法律效力。

**17.5** Seller reserves the rights to amend the General Terms and Conditions at any time.

卖方保有对本一般条件进行不时修改的权利。

**17.6** The General Terms is valid since the both parties sign and stamp on the Sales Contract and is part of the Sales Contract.

本一般条件自买卖双方在销售合同签字盖章之日起生效，为销售合同的组成部分。

## **Appendix 1: Corporate Rules**

### **附件 1：集团守则**

## **General Business Principles of the Diehl Corporate Group**

### **代傲集团一般经营原则**

#### **Preliminary remark 前言**

Diehl carries out its business activities both in agreement with the laws and regulations of public authorities in the countries where its employees work and in accordance with the principles described here; all employees on all hierarchical levels are to comply with them without exception. Unfair or even illegal practices are not compatible with our business principles.

Diehl 集团依照员工工作场所所在国家的法律与政府部门规定以及以下企业经营原则经营业务，各级别所有员工必须无一例外严格遵守本经营原则，坚决杜绝各种不公平或非法行为。

#### **1. Proper business practices 依法开展业务**

Diehl bases all business activities on the principles of integrity and fairness. All business documents must be in accordance with both national laws and Diehl's own guidelines. No assets are permitted which are not recorded on the company's books.

Diehl 集团在所有经营活动中均注重诚实与公平。所有业务资料必须符合法律以及 Diehl 集团的企业方针。绝不允许存在任何未经财会部门记录的财产。

##### **1.1 Bribery / corruption 行贿 / 受贿**

Diehl forbids every kind of bribery. No employee may offer, provide, or accept bribes. Bribery is a criminal offense; this includes bribery in business transactions as well as bribery of any holder of office. As a consequence, every direct or indirect offer, promise, provision, or acceptance of inappropriate benefits, whether material or of any other kind, for the purpose of acquiring orders or procuring unlawful advantages is forbidden to all employees.

Diehl 集团禁止任何形式的贿赂行为。任何员工不得提供、给予或接受贿金。无论是业务交往中的行贿或对官员行贿，均属于犯罪行为。因此严禁员工为获得订单或不合法的优惠而直接或间接提供、许诺、给予或接受不合适的物品或其它好处。

## **1.2 Competition / prohibition of cartels 竞争 / 禁止卡特尔**

All employees must comply with legal regulations governing antitrust laws and business competition in each case. In particular, employees may not enter into or propose any agreement whatever as follows:

所有员工必须遵守现行有关卡特尔与竞争法的规定。尤其不允许员工提议或实施任何下列约定：

With competitors regarding the provision of goods or services to third parties;

和竞争者就与第三者进行商品或服务贸易达成约定；

With customers regarding prices or conditions of supply under which the customer will resell Diehl products or services to third parties.

与客户商定将 Diehl 产品或服务转售给第三方的价格或供货条款。

## **1.3 Business relations 业务关系**

Relationships with other companies and between employees and its business partners, suppliers, customers, and with governmental offices and their personnel must be characterized by transparency, especially in the areas of purchasing and sales. This also applies to relationships with former employees and in particular to family members of employees who supply our corporate group directly or indirectly with goods or services.

企业与员工及其业务伙伴之间的关系-以及与供货商和客户以及政府部门及其工作人员-尤其在采购与销售方面，必须保持透明。本条款同样适用于与向本集团直接或间接提供货物或服务的前员工及其家人的关系。

Employees who are involved in contractual negotiations with public authorities must be familiar with guidelines governing the process of submitting business offers in each respective country and may not violate them.

参与和政府部门进行合同谈判活动的员工必须了解该国家有关投标报价程序的现行方针政策，不允许违反这些方针政策。

Diehl competes for business orders by fair and legal means and carries out contractual negotiations in compliance with our company's legal provisions.

Diehl 集团竭力以公平与合法措施争取订单，并依照所有法律规定进行合同谈判。

## **1.4 Observation of export and import control laws 遵守进出口监管法规**

Employees involved in the import or export of goods, services or technical information must know and observe the relevant regulations. Furthermore, they have to ensure that the import or export documents are complete.

参与货物、服务或技术资料进出口事宜的员工必须了解并遵守有关规定。此外，还必须确保进出口单据的完整性。

Where the export of products and technical data to a particular country is regulated, the employees must obtain the necessary licenses and other state permits prior to the export.

如果出口的产品和技术数据在有关国家受监督管理，员工则须在出口之前获得相应的许可证和别的政府批准。

### **1.5 Avoidance of conflicts of interests 避免利益冲突**

All employees must avoid any situation which could result in a conflict between their own personal interests and the interests of Diehl. A conflict of interest can result when an employee takes a course of action or pursues interests which can hamper him or her in objectively and effectively carrying out his or her duties and meeting his or her responsibility to Diehl.

所有员工必须避免导致其个人利益与 Diehl 集团利益发生冲突的局面。如果员工采取的行动或追求的利益会对该员工为 Diehl 集团客观与有效地履行其义务和承担职责造成困难，则会导致上述利益冲突。

Gifts and other benefits may be accepted or given only after approval by the respective company superior or responsible person and only under the condition that the gift(s) or benefit(s) do not contravene prevailing laws or guidelines, are within proper limits, and are not intended to influence business decisions in a dishonest manner. The question of whether gifts or invitations are appropriate is to be decided according to normal business practices and with due consideration, if necessary, for the special customs of each individual country. Every appearance of dishonesty and incorrect behavior is to be avoided.

仅可在有关上级领导批准或有关负责人允许的情况下接受或给予礼物或其它好处，并必须依照以下规定：礼物或好处不违背法律条款或方针政策，符合适宜范围，其目的并非企图通过不正当途径对决策产生影响。应根据日常业务实践经验来判断礼物或邀请是否合适这一问题，对此还应考虑到有关国家的特殊习俗。应避免造成任何不正当与不正确的现象。

### **1.6 Business secrets, protection of intellectual property, data protection 业务秘密、保护知识产权、数据保护**

Every employee is obliged to treat business information about Diehl or its business partners that is not public knowledge with the strictest confidentiality and to protect it from unintentional disclosure.

每个员工均有责任为 Diehl 集团及其业务伙伴不对外公开的业务信息保密，防止不慎公布上述信息。

One of Diehl's most significant assets is its intellectual property. This includes patents, business secrets, trademark rights and copyrights. It is corporate policy at Diehl to exercise all rights to economically significant intellectual property, and to use, maintain, protect and defend them in a responsible manner. Diehl respects the intellectual property of other natural persons and legal entities and uses the relevant information, computer programs or processes only in accordance with the respective license agreements or within the framework of the legal provisions.

Diehl 集团的知识产权是一项重要资产，其中包括专利、业务秘密、商标权和版权。Diehl 集团的政策是为具有经济意义的知识产权确立全部权利，用认真负责的态度去使用、保存、保护和捍卫这些知识产权。Diehl 集团充分尊重其他自然人与法人的知识产权，完全依据有关许可证协定以及法律规定来使用有关信息、电脑软件或程序。

Personal data are only collected, processed and utilized insofar as this is permitted by law, serves legitimate purposes and is necessary for the fulfillment of duties.

仅在法律允许、用于合法目的并在实施任务需要的情况下收集、处理和使用个人数据。

## **2. Employees/Colleagues 员工 / 同事**

### **2.1 Harassment (respectful relations) 骚扰 (礼貌交往)**

The personal dignity, privacy and personality rights of each individual are to be respected. Employees must not be subject to corporal punishment or physical, sexual, psychological or verbal harassment or abuse.

必须尊重每个人的尊严、隐私与人格权。不允许体罚员工或在生理、性、心理或言语方面骚扰或虐待员工。

### **2.2 Non-discrimination 反歧视**

Cultural differences are recognised and respected. All employees shall be fundamentally assessed only on the basis of the abilities and qualifications required for the job, i.a. in questions of recruitment, promotion, remuneration, additional benefits, further training and qualification, dismissal and termination of the employment contract.

各种文化差异应受到承认与尊重。对于聘用、升职、酬劳、附加福利、培训、辞职、终止雇佣关系等问题，原则上应根据每个员工所具备的能力与资格进行评定。

### **2.3 Health & safety 健康与安全**

All employees are guaranteed working conditions meeting the requirements of occupational health and safety, with the relevant statutory regulations representing the minimum standards to be applied. Appropriate measures are taken to prevent accidents at work and occupational diseases.

确保向所有员工提供符合劳工与健康保护要求的工作条件，有关现行法律规定应成为所采用工作条件中的最低规定。采取有效措施预防工伤事故与职业病。

## **3. Social environment / public relations 社会环境 / 公共社会**

### **3.1 Working hours 工作时间**

The working hours shall conform to the statutory regulations or the regulations applicable in the relevant branch of industry, whichever are more stringent.

工作时间应符合法律规定或行业常规，应以两者中更为严格的规定为准。

### **3.2 Remuneration 报酬**

Wages and salaries, including payment for overtime and bonus payments, must correspond to the level of the relevant laws and regulations.

工资与薪金包括加班费和特殊福利必须符合现行法律和规定的水平。

### **3.3 Child labour 童工**

Child labour in any form is rejected. If no higher age limit is prescribed by law, no person of school age or less than 15 years of age may be employed (exceptions in accordance with the Agreement on ILO Convention No. 138).



禁止以任何形式雇用童工。在没有规定更高法定年限的情况下，不允许雇用学龄青少年或不满 15 岁的人员(ILO 国际劳工大会第 138 号公约规定的特殊情况例外)。

### **3.4 Prohibition of forced labour 禁止强迫劳动**

Forced labour of any kind is forbidden. This includes involuntary prison labour, bondage and similar forms of labour (in accordance with ILO Conventions 29 and 105).

禁止任何形式的强迫劳动，包括强制性囚犯劳动、农奴制以及类似劳动 (根据第 29 届和第 105 届 ILO 国际劳工大会)。

## **4. Environmental protection 环境保护**

All employees are obliged to observe the regulations and standard on environmental protection. Environmental impact is to be minimised and environmental protection continuously improved.

有责任遵守有关环境保护的各种规定和标准。必须在最大程度上减轻对环境造成的损害并持续改善环境保护工作。

## **5. Observance of the business principles 遵守企业经营原则**

Superiors and management staff are obliged to ensure that their employees are familiar with the content of the above business principles. All employees at all hierarchical levels are individually responsible for compliance with the above business principles. Notwithstanding further civil and/or criminal consequences, violations can be punished with disciplinary measures.

上级领导与主管领导应确保员工熟悉了解本企业经营原则内容。各级员工必须自觉遵守上述经营原则。违反本经营原则的行为将受到纪律措施处罚，并可另外追究其民事或刑事责任。

A Compliance Committee has been established in our company, headed by the Corporate Compliance Officer (CCO), in order to audit our business processes with respect to compliance with these principles, to identify compliance problem areas and to investigate recognized violations.

为了监管公司的业务程序符合本企业经营原则，识别合规问题区域并调查已发现的违规行为，特此设立了合规委员会。该委员会的领导工作由公司合规总监 (CCO) 负责。

The CCO in turn is supported by a Group-wide compliance organisation. The CCO can also be consulted in all other relevant matters.

合规总监 (CCO) 的工作获得集团合规部门的支持，此外也可向合规总监询问所有有关事宜。

In suspected cases of violations of the "General Business Principles of the Diehl Group" or of laws and regulations, the relevant contacts can be found on the Internet ([www.diehl.de](http://www.diehl.de) under tab "Company" in the sub-tab "Corporate Compliance").

如发现嫌疑事件或违反“Diehl 集团普通经营原则”或违反权利和法律的行为，请上网([www.diehl.de](http://www.diehl.de), Corporate Compliance 企业合规栏目) 查找有关联系部门。