

适用于 CROUZET 集团公司的标准销售条款与条件（中国总部）

## **I – Enforceability - Applicability**

These standard terms and conditions of sale (hereafter “T&Cs”) apply from **1<sup>st</sup> April 2022** to all sales between the Companies of CROUZET Group (“Subsidiaries”) and professional buyers and supersede the standard terms and conditions of sale previously in effect.

### **1 – 可执行性 – 适用性**

以下标准销售条款与条件（下称“条款与条件”）自 2022 年 4 月 1 日起适用于 CROUZET 集团公司（“子公司”）与专业买家之间的所有销售交易，并取代之前执行的标准销售条款与条件。

## **II – General**

### **2 – 总则**

2.1 By placing an order, customers are deemed to accept these T&Cs and waive the right to rely on any documents they might have unilaterally drafted, notably their standard terms and conditions of purchase, in accordance with applicable law. If differing special terms are negotiated, these must be recorded in writing. In the event of a special written agreement (“Agreement”), the Agreement shall prevail however, the stipulations of such agreement shall prevail on the T&Cs, it being specified however that the provisions not contradicted by the Agreement shall apply to the business dealings between CROUZET and the customer.

2.1 下单即表示客户已接受该等条款与条件，并放弃依赖其单方编写的任何文件（即标准采购条款与条件）的权利。如果协商采用不同的特殊条款，必须进行书面记录。如果达成特殊书面协议（“协议”），则以该等协议为准，但条款和条件以该协议的规定为准，与该等协议不冲突的条款与条件的规定应适用于 CROUZET 与客户之间的业务往来。

2.2 CROUZET reserves the right to modify the products and associated technical and commercial documentation at any time, without any obligation to modify products previously delivered or currently on order. **As much as possible, CROUZET shall endeavour to inform the Customer of such modifications within a reasonable period of time.**

2.2 子公司有权随时修改产品和相关技术与商业文件，但没有义务修改之前交付或当前订购的产品。CROUZET 应尽可能在合理的时间内将此类修改通知客户。

2.3 Unless stipulated otherwise, the minimum order is five hundred EURO (€ 500) excluding tax or the equivalent amount in the currency in which the sale is made. Below this threshold, and for the products concerned, the orders must be sent to CROUZET's authorized distributors (list provided on request).

2.3 除另有规定外，最低订单金额为五百欧元（€500）（不含税）或以销售所用货币计值的同等金额。低于最小订单金额，对于相关产品，订单必须发送给 CROUZET 的授权经销商（根据要求提供清单）。

## **III – Conclusion of sale**

### **3 – 销售完成**

3.1 The sale is only concluded after CROUZET has expressly and unreservedly accepted the order, whether or not this is based on a quote submitted by CROUZET. Such acceptance is formalized by an order confirmation sent by CROUZET. If the order does not correspond to CROUZET's quote, the sale is only concluded after CROUZET has expressly and unreservedly accepted the counter-proposal in the form of an acknowledgment of receipt by CROUZET. If under execution of order, the Customer makes changes of any kind, the initial prices and terms are revisable.

3.1 只有当 CROUZET 明确无保留地接受订单后，销售方完成，不论其是否基于 CROUZET 提交的报价。该等接受通过 CROUZET 发送的订单确认函正式形成。如果订单与 CROUZET 的报价不符，只有当 CROUZET 明确无保留地接受反建议并确认收到该反建议后，销售方完成。

3.2 Any modification of a confirmed order must be expressly accepted by CROUZET in writing.

3.2 对已确认订单的任何修改必须经 CROUZET 明确书面接受。

3.3 No cancellation of a purchase order shall be possible for the products developed by CROUZET for the Customer, or for the products whose cancellation would occur during the lead time. In other cases, no cancellation of order will be accepted without prior written consent from CROUZET.

3.3 对于 CROUZET 为客户开发的产品，或在交付期内可能被取消的产品，不得取消采购订单。在其他情况下，未经 CROUZET 事先书面同意，将不接受取消订单。

3.4 The Subsidiary reserves the option to refuse an order or specify the quantities available to the Customer for certain specific product lines due in particular to production constraints and/or difficulties in sourcing raw materials.

3.4 子公司可以选择拒绝接受订单，也可以指明由于生产限制和/或原材料采购困难，某特定产品线可向客户提供的数量。

3.5 Unless expressly stipulated otherwise, quotes are valid for three (3) months from date of issue. After this period, the quote ceases to be valid.

3.5 除另有明确规定外，报价自发出之日起三（3）个月内有效。此后，报价失效。

## **IV – Intellectual property**

### **4 – 知识产权**

4.1 The customer acknowledges that CROUZET owns all the intellectual property rights covering the products and associated tools, and also any trademark or logo of the Groupe CROUZET as well as any other distinctive signs (particularly its typeface) and copyright associated with its products. Unless stipulated otherwise, the customer is not granted any right of use or reproduction for such elements.

In general, the customer undertakes:

- not to alter any of CROUZET's intellectual property rights and not to use them in such a way that would discredit or devalue CROUZET's products;

- not to cause any likelihood of confusion, in the minds of third parties, in any way whatsoever, between its products and CROUZET's products;
- not to reproduce, in all or part, any of the intellectual property rights owned by CROUZET, subject to legal action, and/or disclose any information whatsoever to third parties allowing the total or partial reproduction of such rights.
- Not to file a patent or cause to file a patent on behalf of a third party in any country, or any similar titles related to the information of the products supplied

4.1 客户确认, CROUZET 拥有涵盖产品和相关工具的所有知识产权, 以及 CROUZET 集团的任何商标或标识及任何其他独特标志 (特别是字体) 和与其产品相关的版权。除另有规定外, 客户无权使用或复制该等元素。

一般而言, 客户承诺:

- 不会更改 CROUZET 的任何知识产权, 不会以破坏 CROUZET 产品声誉或价值的方式使用该等知识产权;
- 不会以任何方式在第三方中引起其产品和 CROUZET 产品可能的混淆;
- 不会全部或部分复制 CROUZET 拥有的任何知识产权, 卷入法律诉讼, 和/或向第三方披露任何信息, 从而允许全部或部分复制该等权利。
- 不申请专利或代表任何国家的第三方申请专利, 或与所提供产品信息相关的任何类似标题。

4.2 Should a customer become aware of a possible infringement of CROUZET's intellectual property rights, said customer shall inform said Subsidiary immediately by fax or e-mail.

4.2 如果客户发现可能侵犯 CROUZET 的知识产权, 该客户应立即通过传真或电子邮件告知该子公司。

4.3 In order to limit the risks of infringement and unless stipulated otherwise, the customer is not granted any rights to produce spare parts or have them produced.

4.3 为了限制侵权风险, 除另有规定外, 客户无权生产单独部件或让他人生产单独部件。

4.4 However, with regard to technology owned by one of CROUZET and/or third parties and incorporated into the product, notably software (hereafter the "Program"), the customer benefits from a non-exclusive and perpetual license to use the Program solely for the purpose of using the products for the purpose for which they are intended. The customer undertakes to comply with the instructions for the Program in particular or, where applicable, the technical documentation provided by CROUZET. Consequently, the customer undertakes not to copy, reproduce, decompile or disassemble the source code of the Program or try in any other way to reconstitute it. The terms of use of software and data bases are set out in the accompanying licenses.

4.4 但是, 对于由 CROUZET 和/或第三方拥有的并纳入产品中的技术, 特别是软件 (下称“程序”), 客户享有非排他永久性许可, 只能将本程序用于实现预期用途的目的。客户承诺遵守程序说明, 特别是 (或者如适用) CROUZET 提供的技术文件。因此, 客户承诺不会复制、复写、反编译或分解程序源代码, 亦不会尝试以任何方式将其重组。随附许可中已规定软件与数据库的使用条件。

4.5 If the products sold are produced according to plans, designs and specifications provided by the customer, the customer indemnifies CROUZET for all claims and damages resulting from the alleged or actual infringement of industrial or intellectual property rights owned by third parties resulting from the use by CROUZET of the technical documents provided by the customer.

4.5 如果所售产品系根据客户提供的计划、设计和规格生产, 对于 CROUZET 使用客户提供的技术文件导致所宣称的或实际侵犯第三方工业或知识产权侵权, 客户应就由此产生的所有索赔和损害赔偿向 CROUZET 提供赔偿。

4.6 Should the customer fail to comply with the obligations defined in this article, CROUZET has the option to immediately terminate any agreement in effect with the customer, without prejudice to any legal action or claim for damages.

4.6 如果客户未遵守本条规定的义务, CROUZET 可以选择立即终止与客户正在执行的任何协议, 且不损害任何法律诉讼或损害赔偿求偿权。

## **V – Confidentiality**

### **5 – 保密**

5.1 CROUZET's technology and know-how, patented or not, as well as plans, diagrams, technical and commercial nomenclatures, presentations and commercial quotes, recommendation documents, test results, catalogues, brochures, notices, patents and registered designs, as well as any documents issued by CROUZET (jointly the "Documents"), are and remain the exclusive property of CROUZET and any information related thereto must be kept in strict confidence by the Customer.

Consequently, the customer undertakes not to share such information with any third party, intentionally or unintentionally, and undertakes to only use it for the purposes of the operation, use and maintenance of the products.

5.1 CRZOUET 的技术与技术诀窍, 无论是否已注册专利, 以及计划、图表、技术和商业术语、演示文稿和商业报价、推荐文件、测试结果、目录、手册、通知、专利和注册设计, 以及任何由 CROUZET 发布的文件 (统称为“文件”) 均为且始终为 CROUZET 的专有财产, 客户必须对任何与之相关的信息严格保密。

因此, 客户承诺不会故意或非故意与任何第三方分享该等信息, 并且承诺仅将该等信息用于产品操作、使用和维护目的。

5.2 CROUZET is in no way required to provide its production or execution drawings even if the products are delivered with an installation diagram. Any diagrams, Documents sent to the customer remain the property of CROUZET and are strictly confidential.

5.2 CROUZET 未被要求提供其生产或执行图纸, 即便交付产品时随附了安装图。发送给客户的任何图表、文件和技术信息始终为 CROUZET 的财产, 须严格保密。

5.3 The obligations stipulated in this article shall remain in effect throughout the duration of the commercial dealings between the parties and the confidentiality obligations shall continue for a period of five (5) years after commercial dealings end, whatever the reason.

5.3 本条规定的义务在双方进行商业交易期间始终有效, 并且保密义务在商业交易结束后五 (5) 年内仍然有效, 不论原因如何。

## **VI – Prices – Payment terms – Tax**

## **6 – 价格 – 付款条件 – 税款**

6.1 The prices applicable are those in effect at the time the sale agreement is formed. Unless stated otherwise notably in the agreed quote, the prices are stipulated net of tax, regardless of the country where the products are delivered. Accepted orders are invoiced in the currency applicable to the country of CROUZET's head office, unless agreed otherwise by the parties.

6.1 适用价格为销售协议成立时执行的价格。除非在约定报价中特别注明，规定价格不含税，不论哪个国家交付产品。所接受的订单以 CROUZET 总部所在国家的货币开具发票。

6.2 When CROUZET has submitted a quote, the prices and terms of this quote only relate to the products (specifications and quantity) indicated.

6.2 CROUZET 提交报价时，该报价的价格和条件只针对所述产品（规格和数量）。

6.3 The customer acknowledges and accepts that in the event of a significant variation in the sale price of the products due in particular to an increase in the cost of the raw materials of the products and/or the production costs of the products, CROUZET can immediately adjust the prices and, in particular, the prices of current orders to take account of said variation.

6.3 客户确认并接受，如果由于产品原材料成本和/或产品生产成本增加，产品销售价格出现巨大变动，CROUZET 可以调整价格以及当前订单的价格，以反映上述变动。

6.4 Unless stated otherwise notably in the agreed quote, payment for products is due before shipment, by bank transfer, to the bank and at the address indicated by CROUZET. If an address is not indicated, payment is made at CROUZET's head office.

6.4 除非在约定报价中特别注明，产品价款应在发货前支付，通过银行转账的方式汇至 CROUZET 指定地址的指定银行。如果未指定地址，则付款至 CROUZET 总部。

6.5 In the event of late payment or non-payment, a decline in the customer's creditworthiness (particularly in the event of a charge being applied or winding up, modification, change in control, change in management and so on), a risk relating to the customer's solvency, insufficient information being obtained by CROUZET on the customer's financial position or in the event of a new or unusual customer, CROUZET has the option to:

- suspend open and future deliveries;
- require payment of the order before the products are shipped;
- reduce the customer's credit limit which may result in a suspension of current orders;
- reduce the payment time or request cash payment of current and future orders;
- request specific guarantees (independent guarantee, bank guarantee and so on).

6.5 如果发生延迟付款或不付款、客户信誉下降（尤其是出现被提出控诉或清盘、修改、控制权变更、管理层变更等情况时）、客户偿债能力相关风险、CROUZET 获得的关于客户财务状况的信息不足或出现新客户或非常客户时，CROUZET 可以选择：

- 暂停未完成的和未来的交付；
- 要求在产品发运前付款；
- 减少客户的赊销额度，进而可能导致当前订单暂停；
- 缩短付款时间或要求现金结付当前及未来订单；
- 要求作出特定保证（独立保证、银行担保等）。

**6.6 The customer cannot cite any dispute or return under the warranty as grounds for suspending the payment for products.**

6.6 客户不得以争议或保修期内的退货为由暂停产品付款。

6.7 In case of late payment, the customer shall be required to pay a penalty equal to 10% of the total amount of the invoice in delay to be paid, and the customer will be liable for the payment of a lump sum of forty (40) euros for the recovery costs.

6.7 逾期付款的，客户需支付相当于发票总金额 10% 的滞纳金，客户将承担一次性支付四十(40) 欧元的追偿费用。

6.8 If payment is more than ten (10) days late, the sale can be cancelled by CROUZET if no action is taken to remedy this within one week after a notice to pay the products sold shall be immediately returned to CROUZET, at the risk and expense of the customer.

6.8 如果延迟付款超过十（10）天，并且客户在收到付款通知后一周内未采取补救行动，则 CROUZET 可以取消销售，所售产品应立即退回给 CROUZET，风险和费用由客户承担。

6.9 The customer is responsible for reimbursement of all expenses caused by contentious recovery of the sums due.

6.9 客户有责任偿还因争议追回应付款项而引起的所有费用。

6.10 The above provisions shall apply without prejudice to any damages the Subsidiary might claim.

6.10 应用上述规定不损害子公司可以要求获得的任何损害赔偿。

## **VII – Delivery**

### **7 – 交货**

7.1 Unless stipulated otherwise, notably in the offer, products are sold DDP (ICC incoterm version 2010), facility of the Customer.

7.1 除另有规定外，特别是在报价中，产品按 DDP（国际商会《2010 年国际贸易术语解释通则》）客户设施销售。

7.2 CROUZET must be notified within twenty-four (24) hours after receipt of the products of any reservations expressed upon receipt of the products in the delivery note or similar documents.

7.2 客户在收到送货单或者类似文件中所示产品后，必须在二十四小时之内通知 CROUZET。

7.3 If the customer fails to take possession of the products on the delivery date, the agreement can be automatically terminated by CROUZET, if no action is taken within one (1) week after the delivery of a notice to perform, without prejudice to any damages. If CROUZET does not exercise this option, the customer shall bear the handling and storage costs of the products until it has taken charge of the products.

7.3 如果客户未在交货日占有产品，并且在发出执行通知后一（1）周内客户仍未采取行动，CROUZET 有权自动终止协议，且不影响任何损害赔偿。如果 CROUZET 未行使该选择权，客户应承担产品的搬运与储存费用直至其接管产品。

## **VIII – Delivery times – Penalties**

### **8 – 交货时间 – 处罚**

8.1 Delivery times are indicative, unless firm delivery dates are expressly accepted by CROUZET. However, CROUZET shall not be liable for any commitment to firm delivery dates if:

- the customer failed to respect terms of payment;
- CROUZET did not receive on time the information to be provided by the customer;
- in case of force majeure or fortuitous events such as total or partial strikes, floods, fire, etc, resulting in the total or partial cessation of manufacturing at CROUZET or at CROUZET's suppliers or installers.

CROUZET will keep the client informed, in a timely manner, of the cases and events referred to above.

8.1 交货时间仅供参考，除非 CROUZET 明确接受确定的交货日期。但是，如果出现以下情况，CROUZET 对任何确定交货日期的承诺不承担责任：

- 客户未能遵守付款条件；
- CROUZET 未按时收到客户提供的信息；
- 在不可抗力或偶然事件（例如全部或部分罢工、洪水、火灾等）的情况下，导致 CROUZET 或 CROUZET 的供应商或安装商的生产全部或部分停止。CROUZET 将及时通知客户上述情况和事件。

8.2 Delivery times start from the later of the following dates:

- acceptance of the order by CROUZET;
- receipt by CROUZET of certain information to be provided by the customer upon which the performance of the agreement is dependent (delivery address, delivery date, supply of necessary Equipment for the manufacturing for the customer and so on).

8.2 交货时间从以下日期中的较晚者起算：

- CROUZET 接受订单；
- CROUZET 收到由客户提供的履行协议所依据的特定信息（交货地址、交货日期、为客户提供制造所需的设备等）。

8.3 In the event of late delivery due to a failure solely attributable to CROUZET, when a fixed date has been accepted and unless stipulated otherwise, at the express request of the customer providing proof of the loss it has actually sustained in order to establish CROUZET's liability, a penalty fees to be discussed and mutually agreed with the Customer but in any case, the penalty fees shall not exceed 10% of the delayed Products. These default penalties shall be the sole remedy available to the customer in the event of delay.

8.3 如果由于 CROUZET 单方面的问题造成延迟交货，并且已接受一确定的交货日期，除另有规定外，应客户的明确要求并且在客户提供其实际遭受损失的证据以确立 CROUZET 责任的情况下，罚金由双方协商确定，但是罚金在任何情况下不得超过延迟交货订单金额的 10%。该违约罚金为延迟交货的情况下给予客户的唯一救济手段。

## **IX – Retention of title**

### **9 – 保留所有权**

9.1 Notwithstanding the time of the transfer of the risk which occurs in accordance with the provisions of article VII (Delivery), CROUZET retains title to the products until the payment in full of the principal amount and additional sums.

9.1 尽管根据第 7 条的规定风险发生转移，CROUZET 在客户全额支付主要款项和额外款项前仍拥有产品所有权。

9.2 If the products are processed or incorporated into other products, the processed products or the goods into which they are incorporated, are CROUZET's surety until payment in full of the price due. The customer undertakes to ensure that the products are segregated and cannot be confused with the products of other suppliers and to mention the existence of the retention of title clause to third parties to which it might resell the products as is or incorporated into a specific product.

9.2 如果产品经过加工或被纳入其他产品，则加工后的产品或产品被纳入的其他商品为 CROUZET 的担保品，直至全额支付应付价款。客户承诺确保将产品与其他供应商的产品分离，不能与之混淆，并承诺在可能按原样或将产品纳入特定产品后转卖给第三方时，向第三方说明保留所有权条款的存在。

9.3 The customer is authorized to resell the product delivered in the normal course of its business, in accordance with applicable law, notably those related to embargo. Where applicable, the customer undertakes to assign its claims against subsequent buyers to CROUZET for the amount of the sums due. The customer undertakes to inform any third party, particularly in the event of attachment, that the products under the retention of title clause belong to CROUZET and to inform CROUZET immediately of any attachment or similar operation applied to the products. The customer also undertakes not to pledge or assign title to the products by way of a surety.

9.3 客户有权根据适用法律在正常业务过程中转售所交付的产品，尤其是与禁运相关的法律。如适用，客户承诺将其针对后续买家的应付金额要求权转让给 CROUZET。客户承诺，如发生扣押，客户将告知第三方保留所有权条款项下的产品属于 CROUZET，并在发生任何产品扣押或针对产品的类似行动时立即告知 CROUZET。客户还承诺不会通过担保的方式将产品所有权质押或转让。

9.4 Products held under retention of title must be immediately returned to CROUZET, in the event of a written claim by CROUZET or its representative. The return of the products results automatically in the cancellation of the agreement. CROUZET retains the option, in all circumstances, not to claim title to the products and to continue the agreement and therefore claim full payment of the price due.

9.4 如果 CROUZET 或其代表提出书面要求，必须将保留所有权项下持有的产品立即归还 CROUZET。归还产品自动导致协议的取消。CROUZET 保留在任何情况下不要求产品所有权、继续履行协议并因此要求全额支付应付价款的选择权。

## **X – Packaging**

### **10 – 包装**

CROUZET chooses the packaging. Should the customer request a type of packaging other than that usually used by CROUZET, an additional sum shall be charged. Unless stipulated otherwise, CROUZET shall not take back any packaging under any circumstances.

CROUZET 选择包装。如果客户要求采用非 CROUZET 通常采用的一类包装，则应收取额外费用。除另有规定外，CROUZET 不得在任何情况下收回任何包装。

## **XI – Environment**

## **11 – 环境**

11.1 Any party in possession of waste products shall be responsible for the disposal thereof in accordance with applicable PRC environmental laws and regulations. The customer undertakes, firstly, to arrange for the collection and removal of the waste and, secondly, the treatment and recycling of such waste. Should the customer fail to fulfil its associated obligations, penalties, including criminal penalties, might be applied.

11.1 任何持有废品的一方应负责根据适用的中国环境法律法规处理该等废品。客户承诺：第一，安排回收和清理废物，第二，对该等废物进行处理和再利用。如果客户未能履行其相关义务，可能会受到处罚，包括刑事处罚。

11.2 CROUZET warrants that the substances, whether on their own or in substances or products that it has incorporated for the production concerned, have been used in accordance with the applicable provisions relating to registration, authorization, and restriction in China.

11.2 CROUZE 保证，其已按照中国关于注册、授权和限制的适用规定使用独立存在的或存在于相关生产中纳入的物质或产品中的物质。

## **XII Product return**

### **12-产品退回**

12.1 No product may be returned to CROUZET without prior and formal agreement by CROUZET.

12.1 未经 CROUZET 事先和正式同意，不得将任何产品退回给 CROUZET。

12.2 In any event, the responsibility, the costs of this return (loss, damage, packaging, transport) and the cost of analysis for the returned products are the sole responsibility of the customer. CROUZET shall be informed by customer of the day of the expedition. Upon receipt on CROUZET's site (according to the return procedure mentioned in article 13.3), CROUZET will prepare a quotation for the Product return analysis service. After prior acceptance of the quotation by the customer, CROUZET will proceed to the analysis of the returned product.

12.2 在任何情况下，退货的责任、费用（丢失、损坏、包装、运输）和退货产品的分析费用均由客户自行承担。客户应在发出调查的当天通知 CROUZET。在 CROUZET 网站上收到产品退货分析服务后（根据第 13.3 条中提到的退货程序），CROUZET 将准备一份产品退货分析服务的报价。在客户事先接受报价后，CROUZET 将着手对退回的产品进行分析。

## **XIII – Warranty**

### **13 – 保证**

#### **13.1 DEFECT COVERED BY THE WARRANTY**

##### **13.1 保修涵盖的缺陷**

CROUZET undertakes to remedy any operating defect in the products caused by a fault in design, materials or workmanship. If, given the nature of the products, the repair has to take place on site, CROUZET assumes the labour costs of the repair (except for waiting times and costs resulting from the non-availability of the products). In no event should CROUZET's liability exceed the amount of the pre-tax price for the relevant products. CROUZET 承诺修复因设计、材料或工艺缺陷导致的产品运行缺陷。如果鉴于产品的性质，维修必须在现场进行，CROUZET 将承担维修的人工成本（等待时间和因产品不可用而产生的成本除外）。在任何情况下，CROUZET 的责任都不应超过相关产品的税前价格。

#### **13.2 TERMS OF WARRANTY**

##### **13.2 保修条款**

The warranty only applies to defects that become apparent during the warranty period; unless stipulated otherwise, the warranty period for the products will be twelve (12) months from their delivery date as per article VII. If the delivery date of the products cannot be determined for any reason whatsoever, the warranty shall then start on the date of the manufacturing code shown on each product, and in this case, the warranty period shall be eighteen (18) months. Unless otherwise stated, in the event of the repair, modification or replacement of the product or product components during the warranty period, this cannot result in an extension of the warranty period of the product.

保修仅适用于保修期内明显的缺陷；除另有规定外，产品的保修期为根据第 7 条的交货日期起十二 (12) 个月。如果由于任何原因无法确定产品的交货日期，则保修应从每个产品上显示的制造代码日期开始，在这种情况下，保修期应为十八 (18) 个月。除另有说明外，在保修期内对产品或产品部件进行维修、修改或更换的，不能导致产品保修期的延长。

#### **13.3 TERMS AND CONDITIONS FOR EXERCISING THE WARRANTY**

##### **13.3 行使保证的条款和条件**

The warranty is expressly limited to replacement or repair of the products or parts recognised as defective by CROUZET. Shipment of repaired or replaced parts shall be made FCA, Place of delivery (INCOTERMS 2010). The transportation fees of the products returned to CROUZET, after confirmation by CROUZET of the place of delivery, shall be borne by the customer. Shipment of the products returned to CROUZET shall be made DAP, CROUZET's defined location, (INCOTERMS 2010) and accompanied with the number of return of product communicated by customer service, the order number, the detailed description of the trouble, as well as the operating hours statement.

The return will be accepted only if the three following conditions are met:

- returns must be made with a suitable packaging, in good condition, and at the customer's expenses
- the product must have undergone no deterioration whatever the reason (notably during the storage, control, assembly and disassembly operations...)
- the products must not have been altered by the customer

For the sake of clarification, the above conditions shall be applicable to the provisions of Article 12.

CROUZET reserves the right to invoice the product return analysis service related to product returned under this warranty if such product is found to be free of defect ("Non Fault Found" or "NFF") or in case of defect attributable to the customer. By way of precision, the product return analysis service is made in accordance with CROUZET's standard procedures.

保修明确限于更换或维修被 CROUZET 认定为有缺陷的产品或部件。维修或更换零件的装运应按照 FCA，交货地点（INCOTERMS 2010）。退回到 CROUZET 的产品的运输费用，在 CROUZET 确认交货地点后，由客户承担，退回到

CROUZET 的产品的运输应在 DAP, CROUZET 定义的地点, (INCOTERMS 2010) 并随附客服沟通的产品退货数量、订单号、故障详细描述、操作时间说明。

只有满足以下三个条件才能接受退货:

- 退货必须使用合适的包装, 状况良好, 费用由客户承担
- 无论出于何种原因, 产品都必须没有变质 (尤其是在储存、控制、组装和拆卸操作过程中.....)
- 产品不得由客户更改。

为明确起见, 上述条件适用第 12 条的规定。

如果发现此类产品没有缺陷 (“未发现故障”或“NFF”) 或存在可归咎于客户的缺陷, CROUZET 保留对根据本保修退回的产品相关退货分析服务开具发票的权利。准确地说, 产品退货分析服务是按照 CROUZET 的标准程序进行的。

### 13.4 EXCLUSIONS

#### 13.4 除外条款

This obligation does not apply in the event of a defect resulting from:

- failure to maintain the products in accordance with CROUZET's instructions or, failing such instructions, with accepted standards, or
- unsuitable storage conditions, or
- failure to adhere to the installation and/or connection guides
- deterioration or accidents caused by negligence, or by faulty supervision,
- normal wear and tear of the products

Furthermore, this warranty explicitly excludes any compensation for whatever reason, and in particular for losses and damages of any kind (indirect damages, loss of earnings, damage to reputation and so on). Under no circumstances does the warranty cover the costs of finding the defective part on the site or disassembling and reassembling the product in its environment. Finally, CROUZET will not be liable for any warranty related to latent or hidden defects against the customer since CROUZET was not aware of the existence of such defects at the time of sale.

如果由于以下原因导致缺陷, 则此义务不适用:

- 未能按照 CROUZET 的说明保养产品, 或未按照这些说明, 按照公认的标准保养产品, 或
- 不合适的储存条件, 或
- 未能遵守安装和/或连接指南
- 因疏忽或监督不当造成的恶化或事故,
- 产品的正常磨损

此外, 本保修明确排除任何原因的赔偿, 特别是任何类型的损失和损害 (间接损害、收入损失、声誉损害等)。在任何情况下, 保修都不包括在现场发现有缺陷的部件或在其环境中拆卸和重新组装产品的费用。最后, CROUZET 不承担任何与潜在或隐藏缺陷有关的担保, 因为 CROUZET 在销售时并未意识到此类缺陷的存在。

### **XIV – Liability**

#### **14– 责任**

14.1 In general, CROUZET's liability can only be sought by the customer when the customer establishes a failure attributable to CROUZET, a proven loss and a direct and exclusive causal link between the failure and the loss concerned.

14.1 一般而言, 只有当客户确认故障是由 CROUZET 导致, 发生损失且故障与相关损失之间存在直接排他性因果关系时, 客户方可追究 CROUZET 的责任。

**14.2 CROUZET cannot under any circumstances be held liable for any indirect and/or consequential loss, including in particular and not limited to loss of earnings, loss of data, loss of profit or loss of production.**

14.2 在任何情况下, 均不得要求 CROUZET 就任何间接和/或从属损失承担责任, 包括但不限于收入损失、数据损失、利润损失或生产损失。

**14.3 In any event CROUZET's liability is strictly limited, per claim, to the lower of these two limits:**

- one times the net amount of the sale;
- the loss actually sustained by the customer.

**In any event, CROUZET's liability, per year, is limited to twenty per cent of the net amount of annual sales between CROUZET and the customer. Above this maximum amount, the customer and its insurers shall not make any claim against CROUZET and its insurers and shall hold CROUZET and its insurers harmless against third parties' claims.**

14.3 在任何情况下, CROUZET 的责任严格限制在以下两者中的较低者:

- 净销售额的一倍;
- 客户实际遭受的损失。

在任何情况下, CROUZET 每年承担的责任不得超过 CROUZET 与客户年销售净额的百分之二十。超出这一最大限额, 客户及其保险公司不得向 CROUZET 及其保险公司进行任何索赔, 并使 CROUZET 及其保险公司免受第三方索赔的损害。

**14.4 CROUZET's liability cannot under any circumstances be sought if the products fail to comply with standards and regulations that come into effect after the delivery of the products or if the customer fails to store or handle the products appropriately or uses the products under abnormal conditions.**

14.4 在任何情况下, 如果产品未符合于产品交货后生效的标准和法规, 或者客户未能恰当储存或处理产品或在异常条件下使用产品, 则不得追究 CROUZET 的责任。

14.5 The customer acknowledges the existence of commercial restrictions applied by the European Union to certain countries in relation to imports and/or exports. The customer therefore undertakes to comply with said restrictions (if applicable) and notably the requirement not to use, resell or adapt CROUZET's product for military purposes if said product is not intended for such.

14.5 客户确认，欧盟对某些国家就进口和/或出口采取了商业限制。因此，客户承诺遵守上述限制（如适用），尤其是不得出于军事目的使用、转售或改装预期用途为非军事目的的 CROUZET 产品的要求。

## **XV – Force Majeure**

### **15.不可抗力**

The obligations of CROUZET and the customer shall be suspended if an event beyond their control occurs, preventing or delaying the delivery of the products, contractually classed as force majeure.

The same will apply in particular for events impacting CROUZET or the customer or their suppliers and/or service providers, such as: lock-out, strike, war, embargo, fire, flood, equipment accident, scrapping of parts during manufacture, interruption or delay in transport or supplies of raw materials, energy or components, actions of any national or local governmental authorities or any other event beyond the control of CROUZET or the customer or their suppliers and/or service providers.

This article does not apply to payment obligations.

如果发生超出 CROUZET 和客户控制范围的事件，阻碍或延误了产品的交付，该等事件合同上归类为不可抗力，此时 CROUZET 和客户的义务应暂停。该规定尤其适用于影响 CROUZET 客户或其供应商和/或服务提供商的事件，比如：停工、罢工、战争、禁运、火灾、洪水、设备事故、制造过程中零件废弃、原材料/能源/组件运输或供应中断或延迟、任何国家或地方政府机构的行动、或任何其他超出 CROUZET 或客户或其供应商和/或服务提供商控制范围的事件。

本条不适用于付款义务。

## **XVI – Suspension – Cancellation**

### **16 – 暂停 – 取消**

If the customer fails to fulfill any of its obligations, and notably its payment obligation, and without prejudice to the provisions of article 6.8, CROUZET has the option to suspend current orders and/or deliveries and/or cancel agreements without prior notice.

如果客户未履行任何义务，尤其是付款义务，在不损害第 6.8 条规定的情况下，CROUZET 可以选择暂停当前订单和/或交货和/或取消协议，无需事先通知。

## **XVII – Governing law – Disputes**

### **17-适用法律 – 争议**

The T&Cs and resulting agreements are governed by the applicable law of the location of CROUZET's head office.

**Any dispute relating to the T&Cs and/or resulting agreements and/or commercial dealings, which cannot be settled amicably, shall be submitted exclusively to the Court of the address of CROUZET's head office, including for interim proceedings, actions against guarantor or in the event of multiple defendants.**

条款与条件及由此产生的协议受 CROUZET 总部所在地的适用法律管辖。

与条款与条件和/或由此产生的协议和/或商业交易有关的任何争议不能友好解决的，则应仅提交给 CROUZET 总部所在地的法院，包括用于临时诉讼、针对担保人的诉讼或在多名被告的情况下。

## **XVIII Anti-corruption**

### **18-反腐败**

Both in China and abroad, the customer and its employees shall comply with any applicable laws related to anti-bribery and/or anticorruption, and shall refrain formally from offering, formulate promises, donating gifts or any advantage to CROUZET's employees or any person in a business relationship with CROUZET, with the intent to have some task-related act done or abstained from them, or have them abuse of their supposed or real influence, in order to obtain any benefit, employment, business, another favorable decision, or any other inappropriate or unjustified benefit. 在中国和国外，客户及其员工应遵守任何与反贿赂和/或反腐败相关的适用法律，并不得正式向 CROUZET 的员工或任何与 CROUZET 有业务关系的人提供、做出承诺、捐赠礼物或任何好处，目的是让他们完成或放弃某些与任务相关的行为，或让他们滥用自己假设或实际的影响力，以获取任何利益、就业、业务、另一个有利的决定，或任何其他不适当或不合理的利益。

## **XIX Compliance and Export Control**

### **19-合规与出口管制**

20.1 CROUZET has no right to sell products to a physical or legal person that would be subject to embargo measures or to deliver products in a country under embargo. Any State's decision placing a customer in a similar situation while a contract is in progress shall result in the immediate termination of the contract and cessation of any commercial activity with that customer, without prejudice to the damages that may be claimed by CROUZET to the customer.

20.1 CROUZET 无权向受禁运措施约束的自然人或法人销售产品或在禁运国家交付产品。任何国家在合同履行期间将客户置于类似情况的决定将导致合同立即终止并停止与该客户的任何商业活动，但不影响 CROUZET 可能向客户索赔的损害赔偿。

20.2 Each State having its own export control legislation, the customer shall classify the products in accordance with applicable legislation in order to obtain import and/or export licenses, as the case may be, as well as all the necessary prior authorizations. In this respect, Crouzet shall not be held responsible for a dispute concerning these issues which would arise with the authorities of his country.

20.2 每个国家都有自己的出口管制立法，客户应根据适用的立法对产品进行分类，以获得进口和/或出口许可证（视情况而定）以及所有必要的事先授权。在这方面，CROUZET 对可能与该国当局发生的有关这些问题的争议不承担任何责任。

## **XX – General clauses**

### **20-一般条款**

20.1 Should CROUZET fail to enforce any provision of the T&Cs at any time, this shall not be deemed a waiver of such provision at a later date.

20.1 如果 CROUZET 未能在任何时候执行条款和条件的规定，这不应被视为对该条款日后的放弃。

20.2 If the customer is sent several versions of the T&Cs, the version in the language of the address of the head office of CROUZET concerned shall prevail.

20.2 如果向客户发送了多个版本的条款和条件，以 CROUZET 总部地址的语言版本为准。

20.3 If any provision of the T&Cs is found by a competent court to be invalid or unenforceable, this shall not affect the other provisions of the T&Cs which shall remain in full force and effect.

20.3 如果条款和条件的任何条款被有管辖权的法院认定为无效或不可执行，这不影响条款和条件的其他条款仍然完全有效。

20.4 Unless there is a legal provision to the contrary, regardless of the kind of service carried out by CROUZET, actions for liability against CROUZET are limited to a period of one year from the delivery of the product.

20.4 除非法律另有规定，无论 CROUZET 提供何种服务，对 CROUZET 的责任诉讼仅限于产品交付后的一年内。

20.5. Principles of Responsibility ("POR") are the foundation of the CROUZET Group's commitment to affirm its willingness to respect the laws and regulations of each country where the Group may intervene and take into consideration the fundamental principles the Group espouses. The POR are available on request. The customer commits to respect the POR.

20.5 责任原则 ("POR") 是 CROUZET 集团承诺尊重每一个国家法律法规的基础，并考虑到集团所支持的基本原则。POR 可应要求提供。客户承诺尊重 POR。

20.6 The T&Cs are available online at the following link: <http://www.crouzet.com/>

20.6 条款和条件可通过以下链接在线获取：

<http://www.crouzet.com/>

## **XXI – Governing law – Disputes**

### **21-适用法律-争议**

The T&Cs and resulting agreements are governed by the applicable law of the location of the Subsidiary's head office.

Any dispute relating to the T&Cs and/or resulting agreements and/or commercial dealings, which cannot be settled amicably, shall be submitted to Shanghai International Arbitration Center ("SHIAC") for arbitration under the then effective rules of SHIAC. The arbitration award shall be final and the losing party shall bear all arbitration costs.

条款和条件及由此产生的协议受子公司总部所在地的适用法律管辖。

与条款和条件/或由此产生的协议和/或商业交易有关的任何争议，如无法友好解决，应提交上海国际仲裁中心（“上海国际仲裁中心”）按照上海国际仲裁中心当时有效的仲裁规则进行仲裁。仲裁裁决为终局裁决，败诉方应承担所有仲裁费用。

APRIL 2022