

# General Conditions of Sale L'Orange Fuel Injection Trading (Suzhou) Co., Ltd. (hereinafter referred to as “Woodward L’Orange”)

罗润供油设备贸易（苏州）有限公司（以下  
简称为“伍德沃德罗润”）  
销售通用条款

Valid with effect from August 20<sup>th</sup>, 2018  
自 2018 年 8 月 20 日起生效

Applies solely to companies that are acting in pursuance of their commercial or independent professional activity (hereinafter referred to as “the Buyer”) when the purchase contract is concluded (hereinafter referred to as “the Contract”).

本条款仅适用于采购合同（以下简称“合同”）成立时从事商业或独立专业活动的公司（以下简称“买方”）。

## I Scope, Divergent Agreements, Partial Invalidity 范围，分歧，部分无效

1 These General Conditions shall apply to all Woodward L'Orange sales and associated services, including but not limited to installation and fitting work and any other activities undertaken by Woodward L'Orange pursuant to the specific terms of sales / delivery of the goods (hereinafter referred to as the "Goods") contracted for hereunder. **These Conditions of Sale apply exclusively; General terms and conditions of business of the Buyer shall not apply, even if they have not been expressly opposed in each individual case.**

本通用条款适用于所有伍德沃德罗润的销售和相关服务，包括但不限于安装和装配工作以及伍德沃德罗润根据货物（以下简称“货物”）销售/交付的具体条款进行的任何其它活动。**本通用条款将排他地适用于所有交易。买方的通用条款将不得适用，即使在每个单独交易中设有明确表示反对该买方的通用条款。**

2 Verbal declarations, agreements, subsequent amendments to the Contract and guaranteed quality details of the delivery item shall only become valid following written confirmation from Woodward L'Orange. Any conditions of the Buyer that are divergent from these general conditions of sale, the original Order or Contract or any amendments, if any, shall only become binding when expressly communicated to Woodward L'Orange with emphasis to the divergent conditions and Woodward L'Orange thereafter agreed to such conditions expressly in writing.

口头声明、协议、合同的后续修订以及交付货物的质保细节只有在伍德沃德罗润书面确认后才能生效。如任何买方的条件与本通用条款、原订单、合同或其修订存在分歧，只有在买方与伍德沃德罗润重点沟通了该等分歧条件且伍德沃德罗润以书面形式明确表示同意后，该等条件方才具有约束力。

3 The invalidity of a clause or part thereof shall not affect the validity of other clause(s) or parts thereof. In such cases, the Buyer and Woodward L'Orange shall be obliged to replace the invalid provision by a valid provision that comes as close as possible to the intent of the invalid provision.

本条款中任一或部分条款无效不应影响其它条款或其它部分的有效性。在这种情况下，买方和伍德沃德罗润将有义务用一个尽可能接近于无效条款意图的有效条款取代无效条款。

## II Quotation and Conclusion of Contract 报价及合同的成立

1 All quotations made by Woodward L'Orange shall be subject to its own written confirmation, and cost estimations shall be non-binding. Costs associated with the preparation of special cost estimations shall be borne by the Buyer.

伍德沃德罗润作出的所有报价将受限于其自身的书面确认，成本估算将不具有约束力。与编制特殊成本预算有关的费用应由买方承担。

2 Documents, such as illustrations, dimensional sketches and drawings, and details of weight, services, operating costs, etc. are for information only and shall not become an integral part of a Contract, unless they have been expressly guaranteed as quality details by Woodward L'Orange in the Contract. Performance and consumption figures and other technical details of the Goods shall be deemed to have been proven by the test results of the original manufacturer of such Goods or respective parts thereof.

文件，如插图、草图和图纸，以及重量、服务、运营成本等详细信息仅供参考，不作为合同的一部分，除非该信息明确在合同中被作为伍德沃德罗润质量保证的细节。货物或其部件的性能、消耗数据和其他技术细节应被视为已由原制造商的检测结果证实。

3 Woodward L'Orange may change the design, form and material of the Goods provided the Goods are thereby not essentially modified and the result of such change is reasonably acceptable to the Buyer.

伍德沃德罗润有权变更货物的设计、形态和材料，但前提是货物没有本质上的改变，并且买方可以合理地接受这种改变的结果。

4 Woodward L'Orange retains the right of ownership and copyright of quotations, drawings, reports and other documents; such documents, as well as items manufactured for that purpose, shall not be made accessible to third parties without the prior written consent of Woodward L'Orange and shall be returned to Woodward L'Orange immediately upon request.

伍德沃德罗润保留对报价、图纸、报告和其他文件的所有权和版权；该等文件以及为此目的而制造的物品，未经伍德沃德罗润的事先书面同意，不得向第三方提供，并应根据要求立即归还给伍德沃德罗润。

5 A Buyer's Purchase Order shall not constitute a binding Contract, which will only be concluded by Woodward L'Orange's written Confirmation of Order. Such Confirmation of Order shall be binding on the Buyer unless the Buyer's cancellation arrives at the same time with the Purchase Order or the Buyer revokes the Purchase Order before Woodward L'Orange's dispatch of said Confirmation Order.

买方的采购订单不构成有约束力的合同，合同仅在伍德沃德罗润出具书面订单确认后成立。该订单确认书对买方具有约束力，除非买方的撤回采购订单通知与采购订单同时到达，或买方在伍德沃德罗润发出上述订单确认书之前撤销订单的。

6 The Buyer shall bear the risk of faulty transmission of orders or instructions given by telegram, telex, telefax or telephone.

买方应承担因电报、电传、传真或电话传输错误订单或指示的风险。

7 If the Buyer cancels the Contract before its performance, Woodward L'Orange will be entitled to claim damage on a flat-rate-basis in an amount of 15 % of the Contractual value.

如果买方在合同履行前解除合同，伍德沃德罗润将有权要求买方按照合同价值的 15% 的固定数额进行赔偿。

## III Delivery 交货

1 Unless otherwise agreed, delivery shall be effected "FCA (free carrier)" Woodward L'Orange (as defined by the current edition of the ICC Incoterms 2010). Woodward L'Orange has the right to deliver the Goods in instalments within the agreed delivery period.

除非另有约定，交货按照“FCA（货交承运人）”伍德沃德罗润（按照国际商会《国际贸易术语解释通则 2010》的定义）。伍德沃德罗润有权在约定的交货期内分批交货。

2 Woodward L'Orange will endeavour to meet the stipulated delivery periods and dates provided it receives all documents required for processing the Purchase Order in good time and the Buyer complies with all his contractual obligations (e.g. making initial payments, opening letters of credit, etc.).

伍德沃德罗润将尽力满足规定的交货期和交货日，前提是其能及时收到处理采购订单所需的所有文件，并且买方履行了其所有合同义务（如支付首期付款、开立信用证等）。

3 The period for delivery shall commence on the date of dispatch of the Confirmation of Order or on the date on which the parties sign a Contract; however, not before receipt and clarification of the documents, information, approvals and materials to be

procured by the Buyer. In case any of the said procurement and clarification thereto of the Buyer is required, the period of delivery shall only commence upon the written notice of Woodward L'Orange confirming the complete receipt of such procurement and clarification.

交货期自订单确认书发出之日或者双方签订合同之日起计算；但是，不早于收到买方需获得的文件、信息、批准和材料及其澄清之前。如果任何前述需买方获得资料及澄清是必须的，则交货期必须在伍德沃德罗润确认已完全收到该资料和澄清的书面通知后开始。

- 4 Deliveries of Goods or services to countries other than China may require governmental or other approval in relation to export procedures. If Woodward L'Orange has agreed to apply for such export approval(s), the Buyer undertakes to place all documents required for applying for such approval at Woodward L'Orange's disposal in good time and free of charge. Any governmental or other approval in relation to import procedures that may be required at the destination country remains the sole responsibility of the Buyer.

向中国以外的国家交付货物或服务可能需要政府或其他有关出口的许可及批准。如果伍德沃德罗润同意申请此类出口许可，买方承诺将所有申请此类许可所需的文件及时、免费交付伍德沃德罗润处理。买方应全权负责办理在目的国可能需要的任何与进口程序有关的政府或其他批准。

- 5 In the event of the Buyer's failing to fulfil his contractual obligations on time, or interrupting the progress of the contractual work caused by the Buyer, or in the event of force majeure, the periods and deadlines – including delivery – shall change accordingly. Force majeure shall be any occurrence which Woodward L'Orange may be unable to prevent in the given circumstances despite the exercise of reasonable care, including but not limited to acts of God, war, hostile acts, industrial disputes, disturbances of the normal operations of Woodward L'Orange's business or its suppliers and non-receipt of deliveries. Woodward L'Orange is obliged to notify the Buyer of such circumstances without delay. If delivery is delayed for longer than 6 months by such incidents, either the Buyer or Woodward L'Orange shall be entitled to cancel the Contract.

如果买方未能按时履行合同义务或因买方原因妨碍了合同工作的进展，或由于不可抗力事件，包括交货在内的相关期限和截止日期应进行相应的变更。不可抗力指，在特定的情况下，任何伍德沃德罗润进行了合理的注意义务而仍可能无法阻止的事件，包括但不限于天灾、战争、敌对行动、劳资纠纷、伍德沃德罗润或其供应商的正常业务运营受到干扰以及未收到交货。伍德沃德罗润有义务及时通知买方该不可抗力事件的发生。如因此类事件延误交货超过 6 个月，买方或伍德沃德罗润有权解除合同。

- 6 If a binding delivery date is not met, Woodward L'Orange shall be deemed to be in delay of delivery as soon as the delivery date has passed. If a non-binding delivery date or a non-binding delivery period is agreed, the Buyer may request delivery by Woodward L'Orange 6 weeks after this date or the last day of the delivery period. Upon receiving this request, Woodward L'Orange shall be deemed to be in delay of delivery if no delivery is made within additional 2 weeks. **If the Buyer is entitled to claim for damages caused by delay of delivery, these damages shall be limited to 0.5 % of the price of the delayed delivery per completed week of delay in the event of negligence; however, to a maximum of 5 % of this price. If the Buyer wishes to withdraw from the Contract and/or claim damages in lieu of performance, the Buyer must set Woodward L'Orange a reasonable final deadline for delivery. If the Buyer is entitled to damages in lieu of performance, these damages shall be limited to a maximum of 25% of the agreed purchase price for the delayed delivery in the event of gross negligence. In the event of delays caused by ordinary negligence, claims for damages in lieu of performance shall be excluded.** If, during a delay, delivery becomes impossible due to a random event other than force majeure, Woodward L'Orange shall be liable up to the aforementioned liability limits in the event of gross negligence, unless the damages would have occurred anyway, even if the delivery had been on time.

如果伍德沃德罗润未能在有约束力的交货日交货，则该交货日过后伍德沃德罗润即被视为延迟交货。如果双方商定了无约束力交货日或无约束力交货期，买方可在该日期或交货期的最后一天后 6 周内要求伍德沃德罗润交货。在收到此要求后，如果伍德沃德罗润未能在额外的两周内交货的，则被视为延迟交货。**如果买方有权要求赔偿延迟交货造成的损失，在存在过失的情况下，每延迟**

一周的延迟交货，其损失应以延迟交付货物价格的 0.5%为限；但是，总额最高不超过延迟交付货物价格的 5%。如果买方希望解除合同和/或要求以损害赔偿金代替实际履行，买方必须为伍德沃德罗润设定一个合理的交货最后期限。如果买方有权以损害赔偿金代替履行合同，则在存在重大过失的情况下，该等损害赔偿金的最高限额为延期交付货物购买价格的 25%。如果因一般过失导致延期交货，则代替实际履行的损害赔偿金将被排除及拒绝。

如果在延期交货期间，由于不可抗力以外的随机事件而无法交货，在存在重大过失的情况下，伍德沃德罗润承担最高不超过上述责任限额，但是即使准时交货损失仍会产生情形除外。

7. Should dispatch of the Goods be delayed for reasons for which Woodward L'Orange is not responsible, the Buyer is obliged as of the second month of the delay to reimburse the costs arising from storage. If the Goods are stored at Woodward L'Orange's works, the reimbursement shall be 0.5% of the value of that part of the entire Goods to be supplied that is delayed, per month. The Buyer shall be at liberty to demonstrate that such costs have not accrued or are substantially lower.

如果非因伍德沃德罗润的原因而延误发货，买方有义务从延迟的第二个月起支付因储存而产生的费用。如果货物储存在伍德沃德罗润的工厂，则每月储存费用为延期供货部分货物价值的 0.5%。买方可自行证明该等费用并未发生或应大幅降低。

#### IV Prices and Terms of Payment 价格及付款条件

- 1 Unless otherwise agreed, prices are quoted net cash without discount or other reductions, "ex works" Woodward L'Orange and exclusive of value added tax at the relevant statutory rate where applicable, fees and/or custom duties. Usual preservation and packing costs are included. Insurance costs, customs charges and other charges shall be borne exclusively by the Buyer.

除非另有约定，报价的价格为净价，不包含折扣或其它扣减，伍德沃德罗润工厂交货，不包含按照相关法定税率计算增值税（如适用）、费用和/或关税，包含通常的保存和包装费用。买方应单独承担保险费用、海关费用及其它费用。

- 2 If the delivery item is delivered in the People's Republic of China, the Buyer shall also pay the value-added tax (VAT) at the currently applicable rate.

如果货物在中华人民共和国境内交付的，则买方应当按照现行适用税率支付增值税。

- 3 Payments shall be in cash without any deduction whatsoever, to be credited to Woodward L'Orange's bank account in accordance with the agreed conditions. Debts shall only be liquidated if payment is made to Woodward L'Orange or to persons having written authorization from Woodward L'Orange for collection. Banker's charges and expenses for letters of credit shall be borne by the Buyer. Advances received shall not be subject to any payment of interest. Money orders, checks and bills of exchange are accepted only as an undertaking to pay, subject to special agreement. Any collection fees or discount charges shall be borne by the Buyer.

付款应以现金支付，不得有任何扣减，应按照规定条件存入伍德沃德罗润的银行账户。只有向伍德沃德罗润或获得伍德沃德罗润书面授权的人员支付款项，债务才可被清偿。银行费用以及信用证的费用应由买方负担。预收款项不计息。汇票、支票和汇票仅在作为付款承诺的情形下被接受，以双方的特别约定为准。任何托收费用或贴现费用应由买方承担。

- 4 In the event of any late payment by the Buyer, Woodward L'Orange shall, without prejudice to any other legal rights or claims, be entitled to charge interest at the rate of 10% per annum.

如买方逾期付款，在不减损其它法定权利或请求权的情况下，伍德沃德罗润有权以每年 10% 的利率收取逾期付款利息。

- 5 The offset of any amount payable against counterclaims of the Buyer, which are not admitted by Woodward L'Orange, is not permitted, unless the Buyer has obtained an enforceable court order or the counterclaim is undisputed.

买方不得将其针对伍德沃德罗润、但未得到其认可的索赔与任何买方应付款项的相抵消，除非买方已经获得具有强制执行力的法院判决或该项索赔已无争议。

V	<p><b>Retention of Title</b> 所有权保留</p>		
1	<p>Until Buyer has made full payment of the purchase price and/or in case of any dispute arising out of or in connection with the Contract, even if the Buyer is in possession of the Goods, they shall remain the property of Woodward L'Orange until payment and/or disputes arising out of the Contract or in connection with the business relationship have been fully settled. 即使买方占有了货物, 该货物应当保持为伍德沃德罗润的财产, 直到买方已全额支付的购买价格和/或发生的因本合同、双方业务关系引起、或与之相关的任何争议已被完全解决。</p>	6	<p><b>During the period of retention of title Buyer shall keep the Goods insured at his cost against all relevant risks on the understanding that Woodward L'Orange will be entitled to all rights under such insurance. The insurance policy and the premium receipts shall be submitted to Woodward L'Orange upon request.</b> 在所有权保留期间, 买方应自担成本就相关风险为货物投保, 并且伍德沃德罗润将享有该保险项下的所有权利。应伍德沃德罗润的要求, 保险单和保费收据应提交给伍德沃德罗润。</p>
2	<p>In circumstances where the Goods are in possession of the Buyer but remain Woodward L'Orange's property (also referred to as "retention of title"), all machining and processing (as well as its connection with other equipment) by the Buyer or a third party shall be carried out for the benefit of Woodward L'Orange. Where the Goods are no longer readily identifiable, Woodward L'Orange shall have co-ownership in the new processed items up to the value of the Goods delivered by Woodward L'Orange. 在买方占用货物但仍为伍德沃德罗润财产的情况下(也称为“所有权保留”), 由买方或第三方进行的所有制造和加工(以及与其他设备的连接)均为伍德沃德罗润的利益而进行。如果货物不再容易识别, 伍德沃德罗润将拥有新加工物品的共同所有权, 共有部分不超过交付货物的价值。</p>	7	<p>In case of attachment or other instances of impairment of Woodward L'Orange's rights hereunder, Buyer shall notify Woodward L'Orange immediately. 如果本条所述的伍德沃德罗润的权利被扣押、受到其它损害的, 买方应当立即通知伍德沃德罗润。</p>
3	<p>During the retention of title, Woodward L'Orange agrees to the re-sale of its property by the Buyer within the regular course of Buyer's business, revocably and subject to the provisions of clause V.8. below. Any property of Woodward L'Orange under this Clause shall not become subject to any lien or encumbrance. 在所有权保留期间, 受限于第 V 条第 8 款的约定, 伍德沃德罗润同意(该同意可撤销)买方可在其正常经营过程中转售其财产。伍德沃德罗润在本条款下的任何财产不得受限于任何留置权或权利负担。</p> <p><b>Buyer hereby assigns to Woodward L'Orange as security all claims he may have against any third party arising out of or in connection with any re-sale of the goods supplied by Woodward L'Orange.</b> 买方在此向伍德沃德罗润转让所有因伍德沃德罗润提供的货物的转售而引起的或与之相关而对第三方享有全部债权, 并以此作为担保。</p> <p>Subject to revocation by Woodward L'Orange, the Buyer is entitled and obliged to collect payment for any re-sale, such payment shall then be transferred to the bank account of Woodward L'Orange. If the Buyer in any re-sale Contract discontinues payment, said power of collection terminates for the Buyer automatically. 受限于伍德沃德罗润的撤销权, 买方有权并且有义务为收取转售款项, 该款项将被汇到伍德沃德罗润的银行账户。如果买方在任何转售合同中中断付款, 则前述买方收款权将自动终止。</p>	8	<p>If the Buyer fails to comply with his payment and insurance obligations or other obligations resulting from the retention of title, including the assignment of claims, or if Woodward L'Orange receives notification from the underwriter about Buyer's default as provided for in the policy, or if the Buyer discontinues payments or files for insolvency, any outstanding payment shall become due immediately. Any power of re-sale the buyer has according to clause V.3. above shall be deemed terminated. If the outstanding payment cannot be paid immediately, the buyer forfeits his right to use Woodward L'Orange property; furthermore, Woodward L'Orange shall be entitled after giving reminder with a 14-day period of grace, to take back the Goods delivered and the Buyer shall be obliged to return them upon request. In taking so possession of any of its Goods in which third parties may also have co-ownership rights, the Buyer is obligated to negotiate with such third parties to the result of either the third parties consent for Woodward L'Orange to act in its name in the disposal of the Goods or the purchase of the co-ownership of Woodward L'Orange by the third parties at the value proposed by the latter. All costs incurred arising out of or in connection with this paragraph shall borne by the Buyer. Woodward L'Orange shall – if applicable and with the consent of co-owners – be entitled, regardless of the payment obligations of the Buyer, to dispose of the collected Goods or processed items by private sale or public auction. The proceeds of such sale or auction shall, after deduction of costs and claims by Woodward L'Orange and third parties, be paid to the Buyer. 如果买方未能遵守其付款义务、保险义务或其它因保留所有权产生的其他义务, 包括转让债权, 或如果伍德沃德罗润收到保险公司关于对买方违反保单的通知, 或者买方中断付款或申请破产, 则任何未付款项应立即到期。买方在第 V 条第 3 项下的转售权应立即终止。如果剩余款项未能立即付清的, 买方丧失使用伍德沃德罗润财产的权利; 并且伍德沃德罗润有权在给予 14 天的宽限期后取回交付货物, 买方有义务按照要求退回货物。如果任何一部分货物由可能享有共同所有权的第三方占有的, 买方有义务与该第三方协商, 为伍德沃德罗润取得以其名义处置货物的同意或该第三方按照伍德沃德罗润建议的价值向伍德沃德罗润购买共同所有权。因本条引起或与本条有关的一切费用应由买方承担。伍德沃德罗润应有权(如适用并经共同所有人同意), 在不考虑买方的付款义务情况下, 通过私人出售或公开拍卖的方式处置所收回的货物或加工物品。该等销售或拍卖所得, 在扣除伍德沃德罗润和第三方的费用和债权后, 应支付给买方。</p>
4	<p>At the request of the Buyer, Woodward L'Orange will release the securities to which it is entitled according to the aforementioned clauses at its choice on the extent of such release, insofar as their realisable value exceeds any claims arisen out of or in connection with the Contract by more than 20%. 根据买方的要求, 伍德沃德罗润将根据前述条款自行选择解除部分担保, 只要其可实现的价值超过因本合同或与之相关的任何债权的至少 20%。</p>	9	<p>If retention of title is not permissible in the country in which the Goods are kept, but a seller may reserve other rights in the Goods, Woodward L'Orange will be entitled to exercise all such rights. The Buyer shall, at Buyer's expense, undertake all such action as is necessary to render effective and maintain the retention of title or in lieu thereof, any other rights to the Goods. 如果在保存货物的国家不允许保留所有权, 但卖方可以保留货物的其他权利, 伍德沃德罗润将有权行使所有该等权利。买方应自费采取一切必要行动, 以使货物的所有权得以有效保留或获得替代的其他权利。</p>
5	<p>The Buyer is obliged to carefully store Woodward L'Orange's property, to keep it in good technical condition and to ensure that any necessary repairs will be carried out promptly. Except in cases of emergency (the Buyer shall immediately notify Woodward L'Orange in writing regarding the emergency situation), upon the written confirmation of Woodward L'Orange, any property for which the title is retained shall be repaired by Woodward L'Orange. 买方有义务仔细保管伍德沃德罗润的财产, 使其处于良好的技术状态, 并确保及时进行必要的维修。除非在紧急情况下(买方应立即就紧急情况以书面形式通知伍德沃德罗润), 且取得在伍德沃德罗润书面确认, 任何保留所有权的财产应由伍德沃德罗润进行维修。</p>	VI	<p><b>Delivery and Shipment</b> 交货与运输</p> <p>After notice of readiness, the Buyer is obliged to make the agreed payment and thereupon examine and accept the delivery item immediately. If the Buyer disregards these obligations, Woodward L'Orange may exercise its legal rights. 在装运通知后, 买方有义务支付约定的款项, 并随即检验并接受货物。如果买方不履行该等义务, 伍德沃德罗润有权行使其法定权利。</p>

If damages are claimed by Woodward L'Orange due to Buyer's breach of Contract, Woodward L'Orange shall be entitled to claim either 15% of the sales price to the exclusion of further damages or compensation for the damages actually incurred. If Woodward L'Orange does not exercise this right, Woodward L'Orange has the authority to claim free disposal of the item (to be) delivered according to the Contract, without prejudice to its other rights.

如果伍德沃德罗润因买方违约而提出索赔，其有权要求获得销售价格的 15% 的赔偿，其中不包括就实际发生的损失的进一步索赔。如果伍德沃德罗润不行使此权利，则其有权在不影响其他权利的情况下，要求按照合同规定自由处置交付的物品。

The risk of shipment passes to the Buyer on delivery as per Clause III 1. If shipment is delayed for reasons beyond the control of Woodward L'Orange, risk shall pass to the Buyer upon receipt of the notice of readiness for shipment. This provision shall also apply to part-shipments. Beginning one month following the dispatch of such notice of readiness, the Buyer will be charged for storage at Woodward L'Orange's facility.

按照第 III 条第 1 款的规定，装运风险在交货时转移给买方。如果由于伍德沃德罗润无法控制的原因延误装运，风险应在买方收到装运通知后转移给买方。本条规定也适用于部分装运。自装运通知发出后一个月后，伍德沃德罗润将向买方收取货物储存费用。

## VII Warranty 质量保证

1 Buyer's claims under this article VII due to defects shall be deemed expired after 12 months following delivery ex works Woodward L'Orange, or 16 months after notice of readiness for shipment, whichever date occurs earlier (also referred to as "the Warranty Period").

买方在本第 VII 条下因缺陷而提出索赔的期限应在伍德沃德罗润工厂交货后 12 个月或装运通知发出后 16 个月（以较早日期为准）即视为届满（亦称为“质保期”）。

However, upon expiry of the warranty period in Art.VII.1, claims due to defects shall be restricted to the rectification of the defect in accordance with the technical requirements by replacing or repairing defective parts at the Buyer's cost. Further claims are excluded.

然而，在本第 VII 条第 1 项下的质保期届满后，因缺陷引起的索赔仅限于通过更换或修理有缺陷的部件方式按照技术要求对缺陷进行弥补，费用由买方承担。其他索赔要求均被拒绝。

For components that have been rectified or replaced, a warranty shall be provided until expiry of the limitation period applicable to the goods supplied and otherwise in accordance with the present Clause VII, but at least for three (3) months.

对于已调整或更换的部件，质保期应直至适用于所供应货物的质保期届满或按照本第 VII 条另有规定为止，但不少于三(3)个月。

2 The Buyer shall inspect the goods upon receipt and notify Woodward L'Orange in writing of all defects and deficiencies found within **10 (ten) days**. If defects or deficiencies occur later, Buyer shall notify Woodward L'Orange within **10 (ten) days** after such defects or deficiencies were detected by the Buyer. If the Buyer fails to notify Woodward L'Orange in time, the goods shall be deemed accepted by the Buyer with regard to the defects or deficiency.

买方应在收到货物后立即进行检验，并在 10 天内将发现的所有缺陷及不足书面通知伍德沃德罗润。如果之后发生缺陷及不足，买方应在买方发现该缺陷后 10 天内通知伍德沃德罗润。如果买方未能及时通知伍德沃德罗润，则视为买方接受货物的该等缺陷及不足。

3 The Buyer may not make claims due to defects if the defect or damage is due to one or more of the following:

如果缺陷或损坏是由于下列一项或多项原因造成的，买方不得就缺陷提出索赔：

a) wear and tear or outside influences such as improper handling, storage or installation; inadequate protection against corrosion or physical damage; faulty assembly; damages caused by chemical, electrical or other harmful effects;

磨损或外部影响，如搬运、储存或安装不当；对腐蚀或物理损伤保护不足；错误的组装；化学、电气或其他有害影响造成的损害；

b) if the delivered item is changed by another party or due to the incorporation or attachment of parts originating from another source;  
交付货物被另一方所更改，或者由于添附或附加来自于其他来源的零件；

c) non-compliance with the operating, maintenance and inspection instructions provided by Woodward L'Orange;  
不遵守伍德沃德罗润提供的操作、维护和检查使用说明；

d) abuse of the delivered Goods or use for purposes other than those agreed;  
滥用交付的货物或用于约定用途以外的目的；

e) excessive stress including but not limited to operation under unusual circumstances which were not made known to Woodward L'Orange in writing at the time the Purchase Order was placed.  
过度的压力，包括但不限于在不寻常的环境下进行操作，该操作环境未在向伍德沃德罗润下单时以书面形式告知。

4 **Woodward L'Orange's obligations according to this Article VII. are conditioned on the Buyer observing his contractual obligations and raising a written claim against Woodward L'Orange in respect of a defect immediately upon its detection, indicating the factory number of the delivered item to Woodward L'Orange.**

本第 VII 条项下伍德沃德罗润义务的前提条件是，买方遵守其合同义务，并在发现缺陷后立即向伍德沃德罗润提出书面请求，并注明交付伍德沃德罗润产品的工厂编号。

5 During the Warranty Period, Woodward L'Orange is liable for defects as follows, excluding further claims of the Buyer:

在质保期内，伍德沃德罗润对下列缺陷承担责任，买方进一步的索赔将被排除及拒绝：

a) Woodward L'Orange shall choose whether to remedy the defect (rectification) or supply a delivery item that is free from defects.  
伍德沃德罗润应选择是弥补该缺陷(整改)还是提供没有缺陷的交付货物。

b) In the event of rectification, the following shall apply:  
如进行整改，则应适用下述条款：

ba) The defective parts and the damage to other parts of the delivery item caused by these defective parts shall be repaired at a location chosen by Woodward L'Orange – its own facility, an appointed workshop or the place of operation – or replaced, in each case at no cost to the Buyer.

有缺陷的零件和该等缺陷零件所导致交付货物的其它损坏应当在伍德沃德罗润选择的地点（自己的工厂、某个指定的车间或操作地）进行维修或更换，买方无需承担费用。

bb) If rectification by Woodward L'Orange or by its authorised workshops are not reasonable for the Buyer, proper rectification can be carried out by the buyer or a third party, subject to the agreement of Woodward L'Orange. In this case, Woodward L'Orange shall reimburse the costs up to the amount which would have been incurred had Woodward L'Orange carried out the rectification work itself.

如果在伍德沃德罗润或其授权的车间进行整改对买方而言不合理，可由买方或第三方进行适当的整改，但需征得伍德沃德罗润的同意。在此种情形下，伍德沃德罗润应当补偿相关的费用，补偿金额不超过其亲自进行的整改而产生的费用。

bc) If a defect is to be rectified at L' Orange's facility or a workshop appointed by Woodward L'Orange, the buyer shall send the defective parts – or the entire delivery item if necessary – to the facility or the workshop at its own costs. If this sending takes place within the Warranty Period, Woodward L'Orange shall reimburse the cost of the cheapest form of shipment. This also applies if parts are replaced and Woodward L'Orange demands the return of the parts that are to be replaced.

如果在伍德沃德罗润的工厂或其指定的车间进行整改，买方应当自担费用将有缺陷的部件（或整个货物，如必要）送达到该工厂或车间。如果在质保期内，伍德沃德罗润将向买方补偿成本最低的运输方式的费用。这也适用于零件替换，伍德沃德罗润要求买方归还被替换的零件。

- bd) If the defect is to be rectified at the place of Buyer's operation, the Woodward L'Orange personnel shall be provided with the personnel and equipment required, based on the specific characteristics at the place of operation, free of charge.

如果在买方操作地进行整改，买方应根据操作地的特点向伍德沃德罗润的工作人员提供所需的人员和设备，并不收取费用。

- be) Woodward L'Orange shall pay the freight costs for the cheapest form of shipment for the rectified or replacement parts.

伍德沃德罗润应当为调整或替换的部件支付成本最低运输方式的运费。

In addition, Woodward L'Orange shall reimburse the buyer all reasonable costs for removal and installation of parts of the delivery item up to the amount which would have been incurred had the parts been removed and installed at Woodward L'Orange's facility. Woodward L'Orange shall not reimburse the costs for removing and installing the complete delivery item or any other cost beyond the above-mentioned. 此外，伍德沃德罗润应当补偿买方为移除及安装交付货物部件而发生的所有合理费用，金额不超过如在伍德沃德罗润工厂移除和安装部件所发生的费用。伍德沃德罗润不得补偿移除和安装完整交付货物或任何上述之外的其他费用。

- bf) Replaced parts shall become the property of Woodward L'Orange.

被替换的部件应是伍德沃德罗润的财产。

- bg) For the parts installed during rectification, the Buyer can submit defect claims based on the Contract until the warranty period for the delivered item has expired according to Art. VII.1.

对于整改时安装的部件，在交付货物的质保期（依据第 VII 条第 1 款的规定）届满前，买方可以依据合同提交缺陷请求。

- c) If during the warranty period, the rectification of any defects involves disproportionate expenses, Woodward L'Orange may instead grant the Buyer a corresponding price reduction, provided, however, that the item can still be used by the Buyer for the intended purpose without the defect having been remedied.

如果在质保期内，任何缺陷的整改涉及不成比例的费用，伍德沃德罗润可以改为给予买方相应的降价，但前提是在缺陷未纠正的情况下该产品仍可由买方用于预期目的。

- d) The right to demand a price reduction based on legal regulations or withdraw from the Contract shall accrue to the Buyer if the defects are covered by the warranty and Woodward L'Orange proves incapable of remedying the defect.

如果缺陷在质保期内且伍德沃德罗润证实该缺陷无法弥补，根据法律法规要求降价或解除合同的权利应由买方享有。

- e) If it transpires that a claim made by the Buyer is not covered by the warranty, the Buyer is obliged to take back the sent parts or delivery item without delay and pay the costs for outward and inward shipment as well as all other costs including the costs required for inspecting parts alleged to be defective.

如果得知买方的索赔并不在质保期内，则买方有义务立即取回部件或交付货物，并支付往返运费以及其它费用，包括宣称瑕疵部件所需做检测的费用。

- 6 Only in urgent cases of which Woodward L'Orange must be immediately informed where operational safety is at risk or in order to prevent disproportionately extensive damage and with our written consent or where retrospective fulfillment is unlawfully refused is the Buyer entitled to rectify the defect or to

have it rectified by third parties. In such cases Woodward L'Orange shall reimburse the cost not exceeding the amount that Woodward L'Orange would have incurred in rectifying the defect.

只有在紧急情况下且必须立即通知伍德沃德罗润，当运营安全存在风险，或为了防止不成比例的巨大损失并经过伍德沃德罗润的书面同意，或可回溯的履行被不当拒绝的情形下，买方有权对缺陷进行整改或由第三方进行整改。在此种情形下，伍德沃德罗润应补偿相关费用，补偿金额不超过如其为整改该缺陷而产生的费用。

## VIII Liability 责任

- 1 Woodward L'Orange's liability shall be determined – regardless of the legal grounds for liability (contractual or non-contractual, e.g. due to defects, positive contravention of the Contract, culpability in Contract negotiation, consultancy liability, contravention of intellectual property rights, unlawful action) – exclusively according to the present Clause VIII.

伍德沃德罗润的责任应完全地、排他地按照本第 VIII 条确定，无论该等责任的法律基础是基于合同或非合同的，例如由于缺陷、合同的积极违反、合同谈判中的过失、咨询责任、知识产权的违反、非法行为等。

### Woodward L'Orange's liability shall be limited:

伍德沃德罗润应受限于：

**Woodward L'Orange shall only be liable if material contractual obligations are disregarded.** This liability is limited to the foreseeable typical damage at the time the Contract was concluded. **In the event of ordinary negligence, Woodward L'Orange shall only be liable for any disadvantages incurred by the buyer as a result, e.g. higher insurance premiums or interest rates until adjustment of claims by the insurer, provided that the damage is covered by an insurance policy taken out by the buyer for the damages concerned (with the exception of fixed-sum insurance).**

伍德沃德罗润仅在不履行实质性合同义务时应承担责任。该责任仅限于合同成立时可预见的损失。如果存在一般过失，伍德沃德罗润仅对买方因此而招致的任何不利条件负责，例如在保险公司理赔计算之前保险费或利率的上涨，前提是相关的损失是覆盖在买方投保的保险单（固定金额保险除外）。

### The same applies to damages caused by a defective object sold.

出售有瑕疵的物品所造成的损害也同样适用。

The aforementioned limitations of liability do not apply in the event of injury to life, body and health. Furthermore they do not apply to gross negligence on the part of legal representatives or executive employees.

上述责任限制不适用于对生命、身体和健康造成损害的情况。此外，它们不适用于法定代表人或执行雇员的重大过失情形。

- 2 Irrespective of a fault on Woodward L'Orange part, any liability resulted from the product liability law of the People's Republic of China remains unaffected.

《中华人民共和国产品责任法》所产生的任何责任，不论伍德沃德罗润的过错，均不受影响。

**Indirect and consequential damages, such as but not limited to loss of use and loss of profit shall not be recovered.**

间接损失，例如但不限于使用损失及利润损失，应不在伍德沃德罗润赔偿范围内。

- 3 Liability for delivery delay is dealt with in section III. 逾期交货的责任将按照第 III 条处理。

- 4 Excluded is the personal liability of our legal representatives, persons employed in performing an obligation and personnel for damages caused by them as a result of ordinary negligence. Otherwise the liability stipulations applicable to Woodward L'Orange shall apply accordingly.

法定代表人、受雇履行义务的人员和因普通过失而造成损害的人员的个人责任被排除在外。否则，适用于伍德沃德罗润责任的规范将相应适用。

- 5 The buyer is obliged to notify Woodward L'Orange of any damage or loss without delay and to allow Woodward L'Orange to assess the damage or loss.

发生任何损害或损失时，买方有义务及时通知伍德沃德罗润，并允许伍德沃德罗润对损害或损失进行评估。

- 6 In the case of negligence, Woodward L'Orange's liability is limited to 500,000.00 euro per case.  
在存在过失的情况下，单次事件伍德沃德罗润的责任限额为 50 万欧元。
- 7 Should claims exceeding the above liability limit be made against Woodward L'Orange by third parties, Woodward L'Orange shall to that extent have a claim to recourse against the Buyer.  
如果第三方对伍德沃德罗润提出超过上述责任限额的索赔，则伍德沃德罗润应在此范围内向买方提出追索。

**IX Place of Performance  
合同履行地**

In respect of any obligation of either parts to this Agreement, the place of Performance shall be Suzhou, People's Republic of China.  
就本协议项下各方的任何义务而言，其履行地位于中国苏州。

**X Place of Jurisdiction and Applicable Law  
管辖地及适用法律**

- 1 The place of jurisdiction for all current or future claims arising out of or in connection with any Contracts or the business relationship between the parties shall be Suzhou, People's Republic of China.  
因本合同或双方业务关系所产生或与之相关的所有现有、将来索赔的诉讼管辖地为中国苏州。
- 2 The laws of the People's Republic of China shall apply to this Contract to the exclusion of the United Nations Agreement on contracts for the international sale of goods of April 11, 1980.  
本合同适用中华人民共和国法律，排除 1980 年 4 月 11 日《联合国国际货物销售合同公约》的适用。

**XI Intellectual Property Rights  
知识产权**

- 1 The Goods will include one or more components, some of which may be components manufactured and/or used by Woodward L'Orange prior to this Contract (Woodward L'Orange Background Intellectual Property) and some of which may be developed by the Parties during the course of a project (the Program Intellectual Property). Woodward L'Orange currently manufactures and sells components and products which are similar in form and function to the Goods for use by other customers, including competitors of Buyer. Nothing in the Contract is intended to prohibit Woodward L'Orange from continuing to do so..  
该货物将包括一个或多个部件，其中一些部件可能是伍德沃德罗润在本合同之前制造和/或使用的部件(伍德沃德罗润背景知识产权)，一些部件可能由双方在项目过程中开发(项目知识产权)。伍德沃德罗润目前生产和销售的零部件和产品，与供其他客户使用的产品在形式和功能上类似，包括买方的竞争对手。本合同中没有任何内容禁止伍德沃德罗润继续这样做。
- 2 Any drawings or other documents prepared under the Contract by Woodward L'Orange or otherwise in support of a project between the Parties shall be the property of Woodward L'Orange. Any drawings or other documents prepared under this Contract by Buyer or otherwise in support of a project between the Parties shall be the property of Buyer.  
伍德沃德罗润根据本合同准备、或以其他方式支持双方之间的项目的任何图纸或其他文件应属于伍德沃德罗润的财产。买方根据本合同准备、或以其他方式支持双方之间的项目的任何图纸或其他文件均为买方的财产。
- 3 Background IP belonging to Woodward L'Orange used for a project will remain the property of Woodward L'Orange.  
属于伍德沃德罗润的项目背景知识产权将保持为伍德沃德罗润的财产。
- 4 In the event of resale of the supplied Goods by the Buyer, the Buyer must contractually impose the above restrictions on its Purchaser.

在买方转售所供货物的情况下，买方必须以合同的方式向其买方施加上述限制。

**XII General Provision  
一般规定**

- 1 These General Conditions of Sale are written in both English and Chinese. In case of a conflict between the two languages, the English version shall prevail.  
本通用条款用中英文书写，如两者发生冲突，以英文版为准。
- 2 The assignment of Buyer's titles or obligations from the Contract to third parties is prohibited without prior written consent by Woodward L'Orange.  
未取得伍德沃德罗润的事先书面同意，买方不得将本合同项下的权利或义务转让给第三方。