

1. Scope of Application 适用范围

1.1 The following Terms of Sale apply to all quotations and offers made by companies of Heraeus Covantics Business Unit in China (including Heraeus Quartz (Shenyang) Co., Ltd. and Heraeus Advanced Quartz (Shanghai) Co., Ltd., hereinafter individually and collectively referred to as "Heraeus"), all acceptances, acknowledgements and confirmations by Heraeus of any order of the Customer (hereinafter referred to as "Customer"), and all agreements or contracts between Heraeus and the Customer regarding the sales and deliveries of goods and/or services (hereinafter referred to as "Products") by Heraeus to the Customer, unless otherwise expressly agreed by relevant contracting parties in writing.

本销售条款适用于贺利氏科万特事业部中国区公司（包括贺利氏石英（沈阳）有限公司和贺利氏先进石英（上海）有限公司，以下简称“贺利氏”）所作的全部报价和要约、贺利氏对客户（以下简称“客户”）订单的所有承诺、确认和认可，以及贺利氏与客户之间关于贺利氏向客户销售和交付货物和/或服务（以下简称“产品”）的所有协议或合同，除非相关合同方另有书面明确约定。

1.2 Except for these Terms of Sale, the terms and conditions in relation to transactions between Heraeus and the Customer as follows are excluded for application: (1) any Customer's general terms and conditions as well as any of its supplements. Heraeus' confirmation of a written order placed by a Customer and Heraeus' subsequent performance of the order is not and should not be construed as Heraeus' acknowledgement of any of the Customer's general terms and conditions and any of its supplements printed on, attached to, referred to, or otherwise associated with the written order of the Customer; and (2) any terms and conditions implied in any trade, custom, practice, business activity or process.

除本销售条款外，在贺利氏和客户的交易中，排除适用以下条款和条件：(1)任何客户通用条款和条件及其任何补充性条款和条件，贺利氏对客户发出的书面订单的确认以及后续对订单内容的实际履行不是且不应被认为是对客户书面订单上打印、附加、提及或以其他方式关联的任何客户通用条款和条件及其任何补充性条款和条件的确认；及(2)任何贸易、惯例、交易活动或过程中所默示的条款和条件。

1.3 A sales agreement or contract concluded by Heraeus and the Customer shall take precedence over these Terms of Sale. In the absence of evidence to the contrary, the conclusion of or change to such sales agreement or contract shall be in written form or with Heraeus' written consent. These Terms of Sale shall not limit or affect any of Heraeus' rights under the relevant sales agreement or contract, or Heraeus' other rights and remedies available under the applicable law.

贺利氏和客户之间签署或达成的销售协议或合同优先于本销售条款。在未有相反证据的情况下，该等销售协议或合同的订立、变更应采用书面形式或经贺利氏的书面同意。本销售条款不得限制或影响相关销售协议或合同项下规定的贺利氏的任何权利，以及适用法项下贺利氏可获得的其他权利和补救措施。

1.4 Heraeus reserves the right to change the Products or to discontinue production at its own discretion, provided that Heraeus shall continue to perform the concluded specific sales contract (hereinafter referred to as a "Specific Contract").

贺利氏保留自行更改产品或产品停产的权利，但应当依约履行已经订立的具体销售合同（以下称“具体合同”）。

2. Subject Matter and Scope of Products (Offer, Samples, Guarantees, Contract Conclusion) 主旨事项和产品范围（要约、样品、保证、合同签订）

2.1 A Specific Contract is concluded when Heraeus and the Customer confirm the specific terms and conditions of the transaction (i.e. subject name, specifications, quantity and total price etc.) in written form (including but not limited to e-mail form). After the Specific Contract is concluded and comes into effect, it is binding on both parties, and the Customer shall not unilaterally revoke or suspend the performance of the Specific Contract, except as provided by laws or as agreed by both parties.

当贺利氏和客户以书面形式（包括但不限于电子邮件形式）确认交易的具体条款和条件（即标的名称、规格、数量和总价等）时，具体合同即告成立。具体合同签订并生效后，对双方均具有约束力，除法律规定或双方另有约定外，客户不得单方撤销或中止履行具体合同。

2.2 Heraeus shall be generally under no obligation to verify the correctness of the information provided by the Customer upon which Heraeus' offer or order confirmation is based, and Heraeus shall also not be obligated to investigate if the execution of the Customer's order based on such information infringes any third-party property rights.

贺利氏通常无义务核实客户提供的作为贺利氏要约或订单确认依据的信息的正确性，贺利氏也无义务调查根据该等信息执行客户订单是否侵犯任何第三方的财产权利。

2.3 The data and information included in brochures and other promotional and information material of Heraeus serve solely as a guideline and become a binding part of a contract only upon the express written agreement between Heraeus and the Customer.

贺利氏的宣传册及其他宣传和信息材料中包含的数据和信息仅供参考，非经贺利氏与客户（就相关内容）明确书面约定，不具有约束力或成为合同的一部分。

2.4 Characteristics and properties of samples and specimens are only binding if expressly so agreed.

样品和样本的特征和特性仅在明确约定的情况下才具有约束力。

2.5 Information about the quality, condition and (shelf-)life of Products shall be deemed to be warranties only if expressly designated as such. The same applies to the assumption of a procurement risk.

关于产品质量、状况和（保质期）的信息仅在明确约定的情况下方视做保证。采购风险的承担同样适用此规定。

2.6 Unless otherwise agreed in writing, Heraeus will deliver Products within the tolerances admissible under the applicable technical standards, in particular DIN, VDE, EN ISO or similar standards.

除非另有书面约定，贺利氏将在适用技术标准（特别是 DIN、VDE、EN ISO 或类似标准）允许的公差范围内交付产品。

2.7 Technical changes which are required for manufacturing reasons, or which are necessary due to legislative changes, or which serve the product update and maintenance, shall be admissible if they are reasonable for the Customer.

因生产原因所需的技术变更，或因法律变化而必需的技术变更，或为产品的更新和维护服务的技术变更，如果对客户来说是合理的，则应获允许。

3. Delivery, Delivery Periods, Packaging, Passing of the Risk 交付、交付期限、包装、风险转移

3.1 The type and scope of Heraeus' Products and the delivery periods are determined by the written order confirmation of Heraeus. Heraeus shall be entitled to partial performance of a Specific Contract if this is reasonable for the Customer.

贺利氏产品的类型、范围和交付期限由贺利氏的书面订单确认决定。如对客户合理，贺利氏有权部分履行具体合同。

3.2 The delivery period commences to run only after all issues which are essential for the performance of a Specific Contract have been clarified with the Customer and after the Customer has performed all essential acts incumbent on him which are required for the performance of the Specific Contract by Heraeus. In particular, the delivery period does not commence to run until Heraeus has received all information from the Customer which is required to effect delivery, or until the Customer has furnished proof that, if required, he has opened a letter of credit, effected prepayment or provided a security, as agreed in the contract. The delivery period will be interrupted by subsequent changes requested by the Customer. After agreement about the desired changes has been achieved, the delivery period recommences to run.

只有在所有对具体合同的履行至关重要的问题均已与客户澄清，并且客户已履行了贺利氏履行具体合同所需的所有必要义务后，交付期才开始起算。特别是，在贺利氏收到客户提供的交货所需的所有信息之前，或在客户按要求提供其已按照合同约定开立信用证、支付预付款或提供担保的证明之前，交货期不应开始起算。若客户要求后续变更，交付期将会中断。在就所需变更达成协议后，交付期将重新起算。

3.3 The Products of Heraeus are generally unpacked. If the Customer desires packaging, the costs will be borne by the Customer.

贺利氏的产品通常不包装。如客户需要包装，费用由客户承担。

3.4 Unless otherwise agreed, Heraeus delivers 'ex factory'/'ex works' (Incoterms 2020). If Heraeus solely organizes the transport, the costs of dispatch and the costs of transport insurance will be borne by the Customer.

除非另有约定，贺利氏以“工厂交货”/“工作地点交货”（国际贸易术语 2020 版）方式交付。如贺利氏仅负责组织运输，发货费用和运输保险费用由客户承担。

3.5 The price risk (i.e. the risk of accidental loss or accidental deterioration) shall pass to the Customer at that point in time at which the goods are placed at the Customer's disposal at the factory/works from which delivery is effected, even if Heraeus has accepted to

perform additional services such as loading or transportation of the goods.

即使贺利氏已同意履行额外服务（如装货或运输货物），价格风险（即意外损失或意外变质的风险）在货物于工厂/工作地点交由客户处置时转移给客户。

3.6 If the performance of a Specific Contract is delayed for reasons within the Customer's responsibility, the risk shall pass to the Customer upon receipt of a notification that the Products are ready to be shipped. In such case, Heraeus will be permitted to invoice the goods to the Customer as having been delivered, and to store the goods at the Customer's cost and risk. Upon request of the Customer, Heraeus will insure these goods against theft and damage from breakage, transport, fire and water at the Customer's cost.

如果因可归责于客户的原因造成具体合同延迟履行，则风险应在客户收到发货就绪的通知时转移给客户。在此情况下，贺利氏可视为货物已交付而向客户开具发票，并储存此类货物，其费用和 risk 由客户承担。应客户要求，贺利氏将为此类货物投保，以防止盗窃和破损、运输、火灾和水灾的损害，费用由客户承担。

4. Reservation of Self-Supply, Force Majeure 自供保留、不可抗力

4.1 Heraeus shall not be obligated to perform its contractual obligations to the extent and for so long as Heraeus has not been supplied properly and timely by third-party suppliers with the raw materials, precious metals, energies or components which are required for the manufacture of the Products. Heraeus will inform the Customer of any impairment in the delivery of the Products resulting therefrom. In the event of a considerable delay in delivery, both parties shall be entitled to rescind the Specific Contract after a reasonable period of time.

在第三方供应商未能适当、及时地向贺利氏提供生产产品所需的原材料、贵金属、能源或组件的情况下，贺利氏没有义务履行其合同义务。贺利氏将告知客户因此对产品交付造成的不利影响。如果出现严重交付延迟，双方都有权在合理期限后解除该等具体合同。

4.2 If any performance of contractual obligations is directly or indirectly prevented, restricted or interfered with by reason of any unforeseeable cause not within the reasonable control of the respective party ("Force Majeure Event"), the party so affected shall be excused from the performance of its contractual obligations to the extent and for the duration of such prevention, restriction or interference and shall not be liable for any costs or damages incurred by the other or any third party because of non-performance or late performance. In case of a Force Majeure Event, Heraeus shall be entitled, but not obligated, to entrust a third party with the performance of its contractual obligations. 如果任何合同义务的履行由于任何不可预见的、不在相关方合理控制范围内的原因（“不可抗力事件”）而被直接或间接地阻止、限制或干扰，受影响的一方可在此类阻止、限制或干扰的范围和持续时间内暂停履行其合同义务，并且不对另一方或任何第三方因不履行或延迟履行而招致的任何费用或损失负责。在发生不可抗力事件的情况下，贺利氏有权但无义务委托第三方履行其合同义务。

4.3 A Force Majeure Event shall be deemed to exist not only if it is impossible for the party so affected to avoid or overcome the occurrence or the effects of the event which prevents, restricts or interferes with the performance of its contractual obligations but also if the party so affected cannot reasonably be expected to perform its contractual obligations.

不可抗力事件不仅在受影响方无法避免或克服阻止、限制或干扰其合同义务履行的事件的发生或影响时被视为存在，而且在不能合理地期望受影响方履行其合同义务时也被视为存在。

4.4 By way of example only, but without limitation, the following shall be considered as Force Majeure Events: Acts of God such as flood, storm, earthquake, compliance with any governmental rules, regulations or orders of any government, public authority or court (e.g. lack of notification, confiscation, expropriation), fire, war, warlike disputes, explosion, riot, insurrection, accidents, terror, piracy, sabotage, invasion, epidemics, pandemics, legitimate industrial action, currency or trade restrictions, embargoes, export restrictions, import restrictions, sanctions, and any operation disruption if caused directly or indirectly by an event outside the reasonable control of the affected party. A Force Majeure Event affecting Heraeus shall also be deemed to exist where Heraeus' sub-suppliers or contractors are affected by any Force Majeure Events.

仅举例说明，但不限于此，以下情况应被视为不可抗力事件：洪水、风暴、地震等天灾、遵守任何政府、公共机构或法院的任何政府规定、条例或命令（如未通知、没收、征用）、火灾、战争、战争纠纷、爆炸、暴动、叛乱、事故、恐怖活动、海盗行为、蓄意破坏、武装入侵、流行

病、瘟疫、合法的劳工行动、货币或贸易限制、禁运、出口限制、进口限制、制裁，以及由受影响方合理控制之外的事件直接或间接造成的任何运营中断。如果贺利氏的供应商或承包商受到任何不可抗力事件的影响，则影响贺利氏的不可抗力事件也应被视为存在。

4.5 The parties agree that the direct and indirect effects of the spread of an epidemic or pandemic virus shall constitute a Force Majeure Event if and to the extent that the effects delay, restrict or prevent the performance of contractual obligations by the affected party, including, without limitation, by reason of (i) any acts of any government or public authority, including the imposition of quarantine orders, operational shutdowns or company closures, or other restrictions or prohibitions, or (ii) non-availability of labor force or suppliers of the affected party due to illness, quarantine, travel restrictions or curfews, or (iii) production capacity restrictions of the affected party or its suppliers, for instance due to hygiene measures or split work shifts. A Force Majeure Event shall not be deemed to exist if, at the time of contracting, the respective acts of any government or public authority had already been adopted and publicly announced, or if the non-availability of labor force or the production capacity restrictions of the affected party were already known.

双方同意，如流行病或大流行病传播的直接和间接影响延迟、限制或阻止受影响方履行合同义务，则应构成不可抗力事件，包括但不限于因以下原因：(i) 任何政府或公共机构的任何行为，包括实施隔离命令、运营停止或公司关闭，或其他限制或禁止，或(ii) 因疾病、隔离、旅行限制或宵禁导致受影响方的劳动力或供应商不可用，或(iii) 受影响方或其供应商的生产能力限制，例如因卫生措施或分班工作。如在签订合同时任何政府或公共机构的相关行为已被通过并公开宣布，或受影响方的劳动力不可用或生产能力限制已为人所知，则不应被视为存在不可抗力事件。

4.6 The parties also agree that the occurrence of a shortage of gas and its direct and indirect effects shall also constitute a Force Majeure Event if and to the extent that they delay, restrict or prevent the performance of contractual obligations by the affected party. This shall also apply if, at the time of contracting, the occurrence of a shortage of gas was not foreseeable with certainty but seemed possible and the actual occurrence thereof cannot reasonably be avoided by the affected party. The direct and indirect effects of a shortage of gas which constitute a Force Majeure Event include in particular (i) the total or partial unavailability of gas as auxiliary or operating material in the production process of the affected party or its suppliers, and (ii) the total or partial unavailability of natural gas as energy source for the heating of production or administrative buildings at Heraeus or its suppliers to a level permitted by labor law.

双方还同意，如果气体短缺及其直接和间接影响延迟、限制或阻止受影响方履行合同义务，则该事件也应构成不可抗力事件。如果在订立合同时，气体短缺的发生虽无法肯定地预见，但有可能，并且受影响方无法合理避免气体短缺的实际发生，则亦应构成不可抗力事件。构成不可抗力事件的气体短缺的直接和间接影响特别包括(i)受影响方或其供应商在生产过程中完全或部分无法使用气体作为辅助或操作材料，以及(ii)贺利氏或其供应商完全或部分无法使用天然气作为能源为生产或行政大楼供暖来达到劳动法允许的水平。

4.7 The affected party shall notify the other party as to the nature and probable duration of the Force Majeure Event. Furthermore, notification of the actual termination of a Force Majeure Event shall also be given as soon as reasonably possible and also when the end of a Force Majeure Event is already foreseeable.

受影响方应就不可抗力事件的性质和可能持续时间通知另一方。此外，在合理可行的情况下应尽快将不可抗力已实际终止的情况通知另一方，而当不可抗力事件的结束已经可以预见时，也应在合理可能的情况下尽快发出不可抗力事件将实际终止的通知。

4.8 The party affected by a Force Majeure Event shall exercise reasonable commercial efforts to resolve the restrictions caused by the Force Majeure Event as promptly as practicable, provided, however, that the limit for "reasonable commercial efforts" shall be reached when the total costs incurred for the performance of the Specific Contract, including the expenses for resolving the restrictions, exceed 110 % of the price payable by the Customer for the Specific Contract affected by the Force Majeure Event.

受不可抗力事件影响的一方应尽合理的商业努力尽快解决不可抗力事件造成的限制，但“合理的商业努力”的限度应在履行具体合同所产生的总成本（包括解决限制的费用）超过客户为受不可抗力事件影响的具体合同应支付的价款的110%时达到。

4.9 If the party affected by a Force Majeure Event is required to incur expenditures for resolving the restrictions caused by the Force Majeure Event which exceed the limit for "reasonable commercial efforts"

pursuant to clause 4.8 or if the Force Majeure Event continues for an uninterrupted period of forty-five (45) days, each party may terminate any affected Specific Contract by giving written notice to the other party or rescind any such contract, provided that the Force Majeure Event is still in effect at the time when written notice of termination is given. 如受如果受不可抗力事件影响的一方需要为解决不可抗力事件造成的限制而支出超过第 4.8 条规定的“合理的商业努力”限度的费用，或不可抗力事件连续持续四十五（45）天，任一方均可通过向另一方发出书面通知终止任何受影响的具体合同或解除任何此类合同，但前提是在发出终止书面通知时不可抗力事件仍在持续。

5. Prices, Payment, Default 价格、付款、违约

5.1 Unless otherwise agreed, the prices quoted by Heraeus are exclusive of the statutory value-added tax, outer packaging, shipping charges and insurance costs ('ex works', Incoterms 2020).

除非另有约定，贺利氏报价不包括法定增值税、外包装、运费和保险费用（“工厂交货”，国际贸易术语 2020 版）。

5.2 Invoices are due for payment immediately upon receipt and without any deductions. The Customer agrees to the electronic transmission of the invoice. All payments by the Customer must be made into the account named by Heraeus. Heraeus will always inform the Customer about a change of the payment account by letter (not by e-mail) and at least one month in advance. The Customer shall be obligated to have the change of the payment account confirmed by a telephone call to a contact person at Heraeus known to the Customer (at a telephone number already known to the Customer). Heraeus shall not be liable for erroneous bank transfers by the Customer or for the manipulation of bank data by third parties.

客户应在收到发票后立即付款，不得扣减。客户同意以电子方式传输发票。客户的所有付款必须支付到贺利氏指定的账户。贺利氏将始终以信函（而非电子邮件）形式并提前至少一个月通知客户付款账户的变更。客户有义务通过电话联系客户已知的贺利氏联系人（使用客户已知的电话号码）确认付款账户的变更。贺利氏不对客户错误的银行转账或第三方篡改银行数据承担责任。

5.3 Heraeus may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the costs of materials or other costs of manufacture of the Products, costs of transport, taxes, customs, levies and other public or administrative duties. Customer shall confirm the increased purchase price within 14 days after receipt of the notice of adaptation of the purchase price by Heraeus. If the Customer does not confirm the increased purchase price, Heraeus may terminate the contract by giving written notice to the Customer.

贺利氏可在交付前的任何时候通知客户提高产品价格，以反映材料成本或产品其他制造成本、运输成本、税款、关税、征收和其他公共或行政费用的增加。客户应在收到贺利氏的价格调整通知后 14 天内确认提高后的购买价格。如客户未确认提高后的购买价格，贺利氏可通过向客户发出书面通知终止合同。

5.4 Heraeus charges interest for default in payment at the rate of 0.1% per day. The right to furnish proof of a higher or further damage caused by default remains reserved.

贺利氏对逾期付款按每日 0.1% 的利率收取利息。贺利氏仍然保留提供因违约造成的更高或更多损失的证据的权利。

5.5 Heraeus shall not be obligated to perform the contract for so long as the Customer fails to perform his own obligations according to contract, including his obligations from other contracts with Heraeus and, in particular, if the Customer defaults in the timely payment of invoices due.

在客户未能履行其合同义务（包括其与贺利氏的其他合同项下的义务）期间，贺利氏不承担履行合同的义务，特别是在客户未能按时支付到期发票的情况下。

5.6 The Customer may offset counterclaims or withhold payments based on counterclaims against Heraeus only if such counterclaims are uncontested in writing or non-appealable.

客户只有在对贺利氏提出的反索赔没有书面争议或不可上诉的情况下，才可以基于该反索赔进行抵消或扣留付款。

5.7 If the Customer is in default of payment or if there are circumstances which, when applying customary banking standards, justify doubts about the Customer's ability to pay, Heraeus will be entitled to perform the outstanding part of a Specific Contract only against payment in advance or subject to the provision of a security. In such case, Heraeus will be permitted to declare all of its claims against the Customer immediately due for payment, irrespective of the term of any bills of exchange, and demand securities.

如果客户拖欠付款，或在适用银行惯例标准的情况下，有理由怀疑客户的付款能力，贺利氏有权仅在客户提供预付款或担保的情况下履行具体合同尚未履行的部分。在此情况下，贺利氏对客户的所有债权在经贺利氏通知后立即到期或视作到期（而不论是否有付款期限），并且贺利氏有权要求客户提供担保。

5.8 Subject to evidence of a higher damage, Heraeus will charge RMB 20 for the second and each further reasonable reminder.

贺利氏将对第二次及其后每次合理的催告收取人民币 20 元的费用，如果有证据证明有更多费用或损失的，则从高。

5.9 If, despite a reasonable time limit, a Product which is ready for acceptance is not fully accepted or is accepted too late through no fault of Heraeus, Heraeus will place the goods in storage at the Customer's cost and risk. For such storage Heraeus will charge 0.5% of the invoice amount for each month of the delay in acceptance.

即使有合理的时间限制，但若非因贺利氏过错，已可接受的产品未被完全接受或迟延接受，贺利氏会将货物入库，其费用和风险由客户承担。对于此类储存，贺利氏将对延迟接收的货物每个月收取发票金额 0.5% 的费用。

6. Warranty, Liability 保证、责任

6.1 The Products shall be deemed free of defects if they conform to the specifications that have been expressly agreed in writing between Heraeus and the Customer. In case there is no express agreement on the specifications, the Products shall be deemed free of defects if they conform to the specifications as provided in the data sheet of the Product. Any other express or implied warranty for objective or subjective requirements, including the warranty of fitness for purpose and the warranty that the Products conform to any sample previously supplied, shall be excluded. The Customer shall be solely responsible to check whether the Products are suited for the intended purpose.

如果产品符合贺利氏与客户之间明确书面约定的规格，则产品应被视为无瑕疵。在未明确约定规格的情况下，如果产品符合产品数据表中提供的规格，则产品应被视为无瑕疵。对于客观或主观要求的任何其他明示或暗示的保证，包括适用性保证和产品符合先前提提供的任何样品的保证，均应予排除。客户应自行负责检查产品是否适合预期目的。

6.2 The Customer shall notify Heraeus without delay of all claims for defects which are asserted by his own customers and which relate to Products of Heraeus, otherwise the Customer's claims for defects against Heraeus will be excluded. In addition, the Customer shall preserve evidence in the requisite form and provide such evidence to Heraeus.

客户应就其自己的客户就贺利氏产品提出的所有缺陷索赔立即通知贺利氏，否则客户对贺利氏的缺陷索赔将被排除。此外，客户应以必要的形式保留证据并向贺利氏提供该等证据。

Heraeus may reclaim from the Customer a Product complained of as defective (including any existing supporting documents, samples and packing slips) for investigation of the defect. The Customer's failure to comply with this reasonable request will result in the exclusion of the Customer's claims for defects or incompleteness of the performance of the Specific Contract. The same applies to any claims for defects which are asserted against the Customer by his own Customers and which relate to Products of Heraeus.

贺利氏可向客户要求退回被投诉有缺陷的产品（包括任何现有的支持文件、样品和装箱单）以调查缺陷。如果客户未能满足这一合理要求，将导致客户对瑕疵或具体合同未全面履约的索赔被排除。这同样适用于其自身的客户对其提出的、与贺利氏产品相关的任何瑕疵索赔。

6.3 For defects in a Product, Heraeus' obligation to perform the contract shall, at its choice, consist of subsequent performance by remedy of the defect or delivery of a fault free Product. The Customer will be entitled to cancel the contract or to reduce the purchase price in accordance with the statutory provisions only if the subsequent performance by Heraeus has failed twice or is unreasonable and the defect complained of is not merely a minor defect. Claims for damages are governed by the provisions in clause 6.6 hereof.

对于产品缺陷，贺利氏履行合同义务可自行选择包括采取瑕疵补救措施或交付无故障产品在内的方式。只有在贺利氏采取瑕疵补救措施失败两次或不合理、且被投诉缺陷不仅仅为轻微缺陷的情况下，客户才有权依据法律规定解除合同或减少采购价款。损害赔偿受本销售条款第 6.6 条规定的约束。

6.4 The compensation of any loss or damage is excluded if and to the extent that such loss or damage is caused by the improper use, modification, assembly, installation and/or operation of the Products of Heraeus, or by defective instructions of the Customer, and not by a fault on the part of Heraeus. The liability of Heraeus for defects in materials which are supplied by the Customer and processed by

Heraeus is excluded if such defects are caused by the characteristics and properties of the materials so supplied. If defects in the materials supplied by the Customer should render these materials unusable during their processing by Heraeus, the Customer will nevertheless be obligated to reimburse Heraeus for its processing expenditure.

如果任何损失或损害是由对贺利氏产品的不当使用、修改、装配、安装和/或操作，或由客户的不当指示造成，而非由贺利氏方面的过错造成，则该等损失或损害不予赔偿。如果由客户提供并由贺利氏加工的材料瑕疵是由所提供材料的特性和属性引起的，则贺利氏对该等瑕疵不承担责任。如果客户提供的材料存在瑕疵，导致这些材料在贺利氏加工过程中无法使用，客户仍有义务向贺利氏偿付加工费用。

6.5 Any and all claims against Heraeus from the express assumption or acceptance of a guarantee, warranty or a procurement risk, or from the culpable injury to the life, body or health of any person, as well as any claims under the applicable laws and regulations and any other claims arising from a willful or grossly negligent breach of duty by Heraeus become statute-barred in accordance with the statutory provisions. Above and beyond the foregoing, any claims for material defects and defects of title become barred by the statute of limitations in accordance with the statutory provisions.

因明示承担或接受担保、质保或采购风险，或因对任何人的生命、身体或健康造成有伤害而对贺利氏提出的任何及所有索赔，以及根据适用法律法规的任何索赔以及因贺利氏故意或严重疏忽的失职而提出的任何其他索赔，均将根据法律规定受制于诉讼时效抗辩。除上述情况外，任何对材料瑕疵和权利瑕疵的索赔均受制于诉讼时效抗辩。

6.6 Heraeus will assume liability only for its breach of essential contractual duties the performance of which is indispensable for the proper fulfillment of the contract and the performance of which the Customer must be able to specifically rely upon; however, such liability of Heraeus is limited to the damage which is typical of the contract and which was foreseeable at the time of contracting. The liability of Heraeus for delay is limited to 0.5% of the value of the Products in delay per each completed week of such delay, up to a maximum rate of 5% of the said value. Any further liability for damages is excluded, irrespective of the legal nature of the claim asserted. To the maximum extent permitted by applicable laws, Heraeus is not liable for any consequential damages (including, but not limited to use, profit or income losses, production stop loss, damage to business opportunity or relationship, loss of data, loss of goodwill and other reputational damages) or any incidental, indirect, special or punitive damages.

贺利氏仅对其违反合同基本义务的行为承担责任，这些义务的履行对于合同的妥善履行不可或缺，且客户必须能够具体依赖其履行；但贺利氏的此类责任仅限于合同中典型的且在签订合同时可预见的损害。贺利氏对延迟的责任不超过延迟产品价值的 0.5% 每个整周，最高不超过所述价值的 5%。任何进一步的损害赔偿赔偿责任均被排除，无论所主张的索赔的法律性质如何。在适用法律允许的最大范围内，贺利氏不对任何后果性损害（包括但不限于使用、利润或收入损失、停产损失、商业机会或关系损害、数据丢失、商誉损失和其他声誉损害）或任何附带性、间接性、特殊性或惩罚性损害承担责任。

6.7 The foregoing limitations of liability apply on the merits and in terms of amount also to Heraeus' legal representatives, agents and employees and/or other persons in Heraeus' services.

上述责任限制在性质和金额方面也适用于贺利氏的法定代表、代理人 and 雇员和/或为贺利氏提供服务的其他人员。

7. Reservation of Title 所有权保留

7.1 Heraeus retains title to all Products delivered until the Customer has fully satisfied all of his payment obligations from the business relationship with Heraeus. This applies also if payments are made in satisfaction of specially designated claims, including claims from cheques and bills of exchange, from open bills or current account.

贺利氏保留所有已交付产品的所有权，直至客户已完全履行其与贺利氏业务关系中的所有付款义务。这也适用于为清偿特定指定的索赔（包括支票和汇票索赔、未结账单或往来账户索赔）而进行的付款。

7.2 The Customer shall have the right to resell, process, mix, blend or combine the goods subject to reservation of title with other items during his ordinary course of business until revocation by Heraeus, which revocation may be declared at any time and without giving reasons. A resale of the goods subject to reservation of title within the meaning herein defined extends also to the installation of such goods in ground and buildings, or their installation in facilities connected to buildings, or their use for the performance of other contracts.

客户有权在其正常业务过程中转售、加工、混合、搅拌或将保留所有权的货物与其他物品组合，直至贺利氏撤销授权，该撤销可（由贺利氏）随时宣布且无需说明理由。此处定义的保留所有权的货物的转售还包括

在地面和建筑物中安装的，安装在与建筑物相连的设施中的或用于履行其他合同的此类货物。

7.3 Heraeus shall not take any liability or obligation for the processing or transformation of the Products subject to reservation of title. The processed or transformed goods shall constitute goods subject to the reservation of title within the meaning of these Terms of Sale. If the goods subject to reservation of title are processed or inseparably blended/combined with other items which are not owned by Heraeus, Heraeus acquires a co-ownership of the resulting new item in the ratio of the invoice value of the goods subject to reservation of title and the replacement value of the other items used at the time of such processing or blending/combining. If the goods subject to reservation of title are combined or inseparably blended with other items not owned by Heraeus into a uniform item which is to be regarded as main item, the Customer hereby assigns to Heraeus a share of co-ownership which is proportionate to the Customer's ownership of the main item. Heraeus hereby accepts this assignment. The Customer will hold the property so created on behalf of Heraeus free of charge.

贺利氏不对所有权保留产品的加工或转化承担任何责任或义务。加工或转化的货物应构成本销售条款定义的所有权保留货物。如果保留所有权的货物与不属于贺利氏的其他物品进行加工或不可分割地混合/组合，贺利氏将按照保留所有权货物的发票价值与加工或混合/组合时使用的其他物品的重置价值的比例获得新物品的共同所有权。如果保留所有权的货物与不属于贺利氏的其他物品组合或不可分割地混合成一个统一的物品，并被视为主项物品，客户在此将与其对主要物品所有权相应的共同所有权份额转让予贺利氏。贺利氏特此接受这一转让。客户将代表贺利氏占有如此产生的财产，而不收取费用。

7.4 The Customer shall insure the goods subject to reservation of title at his own cost against all standard risks, in particular against fire, burglary and water hazards, handle these goods with care and store them properly.

客户应自费为所有权保留货物投保所有标准险，特别是火灾、盗窃和水灾险，谨慎处理该等货物并妥善储存。

7.5 In the event of a resale of the goods subject to reservation of title by the Customer, the Customer hereby immediately assigns to Heraeus the purchase price claims against his own Customers arising from such resale. If the Customer resells the goods subject to reservation of title together with other items not delivered by Heraeus, the foregoing assignment applies only in the amount of the value of the goods subject to reservation of title which is specified in the invoice of Heraeus. In the case of a resale of items in which Heraeus has a co-ownership pursuant to clause 7.3, such assignment applies in the amount of Heraeus' co-ownership. The assigned claims serve as security in the same scope as the goods subject to reservation of title. If an assigned claim is included in a current account, the Customer hereby immediately assigns to Heraeus a balance which corresponds to such claim from current account. Heraeus hereby accepts the said assignment of claims.

如果客户转售保留所有权的货物，客户特此立即向贺利氏转让因该转售而产生的对其自己客户的采购价款的债权。如果客户转售保留所有权的货物以及贺利氏未交付的其他物品，则上述转让仅适用于贺利氏发票中注明的保留所有权的货物的价值。如果转售根据第 7.3 条的规定贺利氏拥有共同所有权的物品，则此类转让适用于贺利氏的共同所有权份额。转让的债权作为担保，其范围与所有权保留的货物相同。如果转让的债权包含在往来账户中，则客户特此立即向贺利氏转让与往来账户中的此类债权相对应的余额。贺利氏特此接受上述债权的转让。

7.6 The Customer shall have the right to collect, within his ordinary course of business, the claims assigned to him by Heraeus until revocation by Heraeus, which revocation may be declared at any time and for no specific reason; this collection right becomes automatically extinct without revocation as soon as the Customer defaults in any of his payments to Heraeus. If payment is made by direct debiting, the Customer will ensure by prior agreement with its bank that the amounts received are exempt from the bank's lien and that he is at all times able to meet his obligation to transfer his proceeds to Heraeus. At the request of Heraeus, the Customer will inform his own Customers of the assignment of future claims to Heraeus and provide Heraeus with any and all information and documentation which is required for the assertion of these claims.

客户有权在其正常业务过程中收取贺利氏转让给其的债权，直至贺利氏撤销转让，该撤销可随时宣布且无需说明理由；一旦客户拖欠其对贺利氏的任何付款，客户的收取权将自动失效，而无需被撤销。如果通过直接扣款方式付款，客户应通过与其银行的事先协议确保贺利氏收到的金额不受银行留置权的影响，且其始终能够履行将资金转移至贺利氏的义务。应贺利氏的要求，客户应通知其自己的客户将来债权转让给贺利氏，并向贺利氏提供主张该等债权所需的任何和所有信息和文件。

7.7 If the aggregate value of the securities existing for Heraeus exceeds the claims of Heraeus by more than 10%, Heraeus will release additional securities of its own choice at the request of the Customer. 如果贺利氏获得的现有担保的总价值超过其债权的 110%，贺利氏将应客户的要求自行选择是否解除额外的担保。

7.8 Above and beyond the foregoing, the Customer is not entitled to make any dispositions in respect of the goods subject to reservation of title (liens, pledging of security interests or other assignments) in respect of the claims specified in clause 7.5. In the event of an attachment or seizure of the goods subject to reservation of title, the Customer will point out that these goods are the property of Heraeus and will notify Heraeus of such attachment or seizure without delay, also in writing.

除上述规定外，客户无权就第 7.5 条规定的债权对保留所有权（留置权、担保权益质押或其他转让）的货物进行任何处置。如果所有权保留的货物被扣押或查封，客户应指出该等货物属于贺利氏所有，并将毫不延迟地以书面形式通知贺利氏此类扣押或查封。

7.9 If the Customer is in default of payment and a grace period fixed by Heraeus has elapsed without payment being effected, Heraeus is entitled to take back the goods subject to reservation of title also if Heraeus has not rescinded the contract.

如客户逾期付款且贺利氏确定的宽限期已过而未付款，贺利氏有权取回所有权保留货物，即使贺利氏未解除合同。

8. Export 出口

8.1 In the event that the import or export of the Products or the fulfillment of any of Heraeus' contractual obligations hereto, is directly or indirectly prevented, restricted or interfered with due to an export or import restriction, sanction, quota or prohibition, or failing to receive a necessary license or consent ("Export Restriction"), Heraeus shall, without incurring any liability, be excused from such performance to the extent and for the duration of such prevention, restriction or interference.

如产品的进口或出口或贺利氏任何合同义务的履行因出口或进口限制、制裁、配额或禁令、或未能获得必要的许可或同意（“出口限制”）而直接或间接被阻止、限制或干扰，贺利氏应在该等阻止、限制或干扰的范围和期间内被免于履行所涉义务，且不承担任何责任。

8.2 An Export Restriction shall also be deemed to exist, if the fulfillment of Heraeus' contractual obligations is not legally prevented, restricted or interfered with, but Heraeus or an affiliated company of Heraeus may be subject to civil or criminal sanctions due to national or international regulations, in particular export control regulations or other sanctions.

如贺利氏合同义务的履行并未被法律阻止、限制或干扰，但贺利氏或贺利氏的关联公司可能因国内或国际法规（特别是出口管制法规或其他制裁）而受到民事或刑事制裁，出口限制也应被视为存在。

8.3 If the Export Restriction prevents, restricts or interferes with the performance of Heraeus contractual obligations for a continuous period of more than three months, each party is entitled to terminate the respective purchase order(s), without incurring any liability in this respect, by giving written notice to the other party.

如出口限制阻止、限制或干扰贺利氏合同义务的履行连续超过三个月，任何一方有权通过向另一方发出书面通知终止相应的采购订单，且不承担任何由此产生的责任。

8.4 Upon request of Heraeus, the Customer shall provide Heraeus with all information concerning the final recipient, the final destination, the intended use of the Products and, if required, an end-use certificate.

应贺利氏要求，客户应向贺利氏提供关于最终收货人、最终目的地、产品预期用途的所有信息，以及（如有要求）最终用途证书。

9. Choice of Law, Place of Performance, Place of Jurisdiction 法律适用、履行地、管辖地

9.1 These Terms of Sale and any agreement between Heraeus and the Customer shall be governed by and construed in accordance with the law of the PRC, without giving effect to its conflict of law provisions and without giving effect to the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

本销售条款和贺利氏与客户之间的任何协议应受中华人民共和国法律管辖并按其解释，不适用其冲突法的规定，也不适用 1980 年 4 月 11 日缔结的《联合国国际货物销售合同公约》(CISG)。

9.2 If there is any dispute arising out of these Terms of Sale and any agreement between Heraeus and the Customer, and the Parties fail to settle such dispute through amicable negotiation, either Party may submit the dispute to Shanghai International Arbitration Centre ("SHIAC") for arbitration which shall be conducted in accordance with the SHIAC's arbitration rules in effect at the time when the application

for arbitration is submitted. The arbitration tribunal shall consist of three arbitrators, with each arbitrator to be appointed by one Party and the third arbitrator, who shall be the presiding arbitrator of the arbitration tribunal, shall be jointly appointed by both Parties, or appointed by the SHIAC, if both Parties have failed to jointly appoint the presiding arbitrator. The arbitration place shall be Shanghai, China. The arbitration language shall be Chinese. The arbitral award shall be final and binding on both Parties. Arbitration fees shall be borne by the losing Party, unless otherwise decided by the arbitration tribunal.

因本销售条款以及贺利氏与客户之间的任何协议产生的任何争议，如果双方未能通过友好协商解决该争议，任一方均可将争议提交上海国际仲裁中心（“SHIAC”），由 SHIAC 根据于申请仲裁当时有效的 SHIAC 的仲裁规则进行仲裁。仲裁庭应当由 3 名仲裁员组成，双方各指定一名，第三名仲裁员作为首席仲裁员由双方共同指定，或在双方无法达成一致时由 SHIAC 指定。仲裁地点为中国上海。仲裁语言为中文。仲裁裁决为终局，对双方均有约束力。仲裁费用应由败诉方承担，除非仲裁庭另有裁决。

9.3 These Terms of Sale are made in both an English version and a Chinese version. Both language versions have the same effect. In case there is any discrepancy or conflict between the two versions, the English version shall prevail.

本销售条款由英文和中文书就。两种语言版本有相同效力。如两种版本有任何不一致或冲突之处，以英文本为准。