

GLOBAL CONDITIONS OF SALE 全球销售条款

ContiTech Industry 康迪泰克工业

(1) CONDITIONS OF SALE. 销售条件

a. "Seller" shall mean the actual Continental legal entity selling parts, components, systems, software, or other goods (the "Products") to Buyer or provides services, leasing and renting (the "Services"). Our offers are subject to change and are non-binding unless they are expressly denoted as binding or include a specific acceptance period. The order for the Products and / or Services placed by the Buyer shall be deemed a binding contractual offer. Buyer may not cancel orders for any reason after placement of the binding order. From the point of the order confirmation the order becomes binding. Acceptance of the order shall either be declared in writing (e.g., through an order confirmation) issued by Seller or through delivery of the Products. Any additions and amendments to contracts made, including these Conditions of Sale, shall be effective only if agreed in writing by the parties. "卖方"是指向买方销售零件、组件、系统、软件或其他商品（以下简称"产品"）或提供服务、租赁（以下简称"服务"）的具体大陆法律实体。卖方的报价可能会发生变化，除非它们被明确表示为具有约束力或包括特定的接受期限，否则不具有约束力。买方下达的产品和/或服务订单应被视为具有约束力的合同要约。买方在下达具有约束力的订单后不得以任何理由取消订单。自订单确认之时起，订单即具有约束力。接受订单应由卖方以书面形式（例如，通过订单确认）或通过交付产品进行表示。对合同的任何补充和修改，包括本销售条款，只有在双方书面同意的情况下才有效。

b. These Conditions of Sale shall be deemed accepted by placing an order or by acceptance of delivery and shall form part of all contracts which Seller conclude with Seller's contractual partners ("Buyer"). The general terms and conditions of Buyer or third parties shall not apply even if they are not expressly contradicted in individual cases; they shall only apply if they are expressly acknowledged by Seller in writing in each individual case. Seller rejects all additional or different terms. 下订单或接受交货即视为接受本销售条款，并应构成卖方与卖方的合同伙伴（"买方"）签订的所有合同的一部分。买方或第三方的一般采购通则不适用，即使在个别情况下没有明确抵触，也不适用；只有在卖方在每个个别情况下以书面形式明确接受的前提下才适用。卖方拒绝所有附加或不同的条款。

c. These Conditions of Sale shall only apply if the Buyer is an entrepreneur, a legal entity under public law or a special fund under public law. 本销售条款仅适用于买方是企业、公法下的法人实体或公法下的特别基金的情形。

d. If Buyer distributes or resells the Product(s) and/or provides Services in connection with such resale or distribution, Buyer represents and agrees that Buyer will cause its customer to receive and accept the warranty and remedy limitations set forth herein. Buyer agrees to hold harmless and indemnify Seller from and against any losses, damages, and expenses, including without limitation attorney fees and litigations costs, from or relating to Buyer's failure to satisfy its obligations under this paragraph. 如果买方分销或转售产品和/或提供与此类转售或分销相关的服务，则买方声明并同意，买方将促使其客户接收并接受此处规定的质保和补救限制。对于因买方未能履行本款规定的义务而造成的任何损失、损害和费用，包括但不限于律师费和诉讼费用，买方同意，使卖方免受损害并全额赔偿卖方。

(2) PRICES, INVOICES AND PAYMENT. 价格、发票和付款

a. Delivery, performance, and invoicing shall be carried out according to the last prices confirmed by Seller. If and insofar as a change of circumstances occurs after conclusion of a contract which was decisive for the valid price at the time of conclusion of a contract, e.g., raw material, energy or transport costs, the price valid on the day of delivery plus value added tax shall apply. This shall only apply if the Buyer is an entrepreneur,

a legal entity under public law or a special fund under public law. 交货、履约和开具发票应根据卖方确认的最后价格进行。如果合同订立后发生了对合同签订时有效价格起决定性作用的变化，例如原材料、能源或运输成本，则应适用交货当天的有效价格加上增值税。只有买方是企业、公法法人或公法特别基金的情况下，才适用此规定。

b. Prices quoted shall include the remuneration for the Products including transport, or Services unless otherwise agreed in writing between both parties. Value added tax at the applicable statutory rate may be added to the prices. 除非双方另有书面约定，否则报价应包括产品（包括运输或服务）的报价。价格中可能会加收适用法定税率的增值税。

c. Payment shall be due as stated on the invoice, or in the absence of a stated due date, within thirty (30) days from the date of invoice issuance, without regard to other deliveries. 付款应按发票上的规定支付，如果没有规定的到期日，则应在发票开具日期后三十（30）天内付款，不考虑其他交付。

d. If the Buyer is in arrears with payment, it must pay interest on arrears at the statutory rate. The right to assert further claims for damages is not limited thereby. If a payment in installments has been agreed in the contract, the total unpaid remaining sum shall become payable should the Buyer default in payment of even a single payment or part of the same. 如果买方拖欠付款，则必须按法定利率支付拖欠的利息。买方主张进一步损害赔偿的权利不受限制。如果合同中约定了分期付款，则如果买方拖欠单笔付款或部分付款，则买方应支付未付的剩余总金额。

e. Retention of payments or offsetting based on counterclaims by the Buyer is excluded unless the counterclaims have been acknowledged by Seller or are legally established. 除非反诉已得到卖方的承认或在法律上得到确认，否则买方基于反诉保留付款或抵消被排除在外。

f. Seller's offer is subject to Seller's current credit policies and practices. Seller reserves the right, in its sole discretion, to approve, disapprove, or change Buyer's credit limit or to impose credit terms.

If at any time Seller determines that Buyer's financial condition or credit is or has become impaired or otherwise unsatisfactory to Seller, Seller may require proof of financial condition, advance cash payments, Cash on Delivery (COD), shorter terms, and/or the posting of satisfactory security by Buyer, and Seller may withhold shipments until Buyer complies with such requirements. In the event of a complete or partial failure to timely pay, Seller may, at its option, (i) revoke any credit extended to Buyer, (ii) suspend all subsequent shipments under open purchase orders until Buyer's account is current, (iii) offset such amount against any payments due or that become due from Seller or its affiliates to Buyer including without limitation payment due Buyer, and (iv) charge default interest on late payments at the statutory rate.

卖方的报价受卖方当前信用政策和惯例的约束。卖方保留自行决定批准、不批准或更改买方信用额度或施加信用条款的权利。

如果卖方在任何时候确定买方的财务状况或信用已经受损或以其他方式令卖方不满意，卖方可以要求提供财务状况证明、预付款、货到付款（COD）、较短的期限和/或买方提供令人满意的担保，并且卖方可以扣留发货，直到买方遵守此类要求。如果全部或部分未能及时付款，卖方可自行选择（i）撤销向买方提供的任何信用额度，（ii）暂停未结采购订单下的所有后续发货，直到买方的账户具有充足流动资金，（iii）将该金额与卖方或其关联公司应付给买方的任何应付款项相抵销，包括但不限于应付买方的款项，及（iv）按法定利率对逾期贷款收取违约利息。

g. If any government action or law should have the effect of establishing a maximum price on the Product(s) to be delivered, Seller may, at its option and without liability to Buyer, terminate its obligations with respect to future shipments upon thirty (30) days written notice. 如果任何政府行为或法律对要交付的产品具有设定最高价格的效果，卖

方可以在不对买方承担任何责任的情况下，自行选择通过提前30日书面通知的方式终止其对未来发货的义务，。

(3) DELIVERY. 交货

a. All Products supplied by Seller shall be transported according to the relevant and agreed INCOTERM, established by Seller. In case Buyer is responsible for contracting the carrier or the shipping company Seller is entitled to approve such carrier or shipping company. Seller shall be entitled to determine the type of shipment (the transport party, packaging, and dispatch route. Delivery and transport costs as well as the costs of transport insurance for the Products shall be borne by the Buyer. If the Buyer wishes to change the mode of transport (for whatever reason), the Buyer shall also bear possible additional costs arising from the changed mode of transport (e.g., change from sea freight to air freight). 卖方提供的所有产品均应根据卖方制定的相关和商定的国际贸易术语解释通则进行运输。如果买方负责与承运人或运输公司签订合同，则卖方有权批准该承运人或运输公司。卖方有权决定装运类型（运输方、包装和发货路线）。产品的交付和运输费用以及运输保险费用应由买方承担。如果买方希望改变运输方式（无论出于何种原因），买方还应承担因改变运输方式（例如，从海运改为空运）而可能产生的额外费用。

b. Delivery dates are best estimates only and therefore non-binding. Seller reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.

交货日期仅为最佳估计，因此不具约束力。卖方保留分期交货的权利，合同应与此类分期交货同样可分割。任何分期交货的交货延迟或违约均不能免除买方接受和支付剩余交货的义务。

c. The risk of accidental loss and accidental deterioration of the Products shall pass to Buyer upon receipt of our notification that the Products are ready for shipment. The risk of accidental loss and accidental deterioration of the Products shall also pass to the Buyer if Buyer is in default of acceptance. If the Buyer is in default of acceptance, if Buyer fails to cooperate or if our delivery is delayed for other reasons for which the Buyer is responsible for, Seller shall be entitled to demand compensation for the resulting damages including additional expenses (e.g., storage costs). 产品意外丢失和意外损坏的风险应在收到卖方关于产品已准备好装运的通知后转移给买方。如果买方违约不验收，产品的意外丢失和意外损坏的风险也应转移给买方。如果买方违约不接收，如果买方不配合，或者由于买方负责的其他原因导致卖方的交货延迟，卖方有权要求赔偿由此造成的损失，包括额外费用（例如，仓储费用）。

d. In case Buyer is delaying the shipment of Products and therefore Products remain in Sellers' inventory longer than the agreed date, Seller is entitled to charge a storage fee to Buyer. The storage fee is calculated based on WACC of Continental (Weighted Average Cost of Capital) applied to the sales value of the Products remaining in Seller's inventory (Formula: $\text{cost p. day} = \text{Sales value} * \text{WACC-\%} / 365$).

如果买方延迟产品发货，导致产品在卖方库存中的时间超过约定日期，则卖方有权向买方收取仓储费。仓储费是根据大陆集团的WACC（加权平均资本成本）计算的，适用于卖方库存中剩余产品的销售价格（计算公式：每日成本 = 销售价值 * WACC-% / 365）。

e. In cases of force majeure and other disruptive events on our end, at our suppliers or at transport parties (such as interruptions of operations, traffic disruptions, fire, floods, shortage of manpower, energy, or raw materials, strikes, lockouts, official measures) we are not responsible for, the delivery time shall be extended for the duration of the disruption and its effect.

如果卖方、卖方供应商或运输方发生不可抗力 and 干扰事件（例如运营中断、交通中断、火灾、洪水、人力、能源或原材料短缺、罢工、停工、官方措施），卖方概不负责，交货时间应根据干扰持续时间及其影响予以延长。

(4) COMPLAINTS. 投诉

Buyer is obliged to check all Products immediately upon receipt for correctness, completeness, and apparent freedom from defects and to notify Seller immediately in writing of any complaints. Non-visible defects must be reported in writing immediately upon discovery. If notification is not given in good time, Buyer shall lose its claims to performance and warranty. By negotiating on a complaint, Seller does not under any circumstances waive the objection of late, insufficient, or unfounded notice of defects. The acknowledgement of a material defect must be in writing. In all other respects, the provisions on expiry suspension, suspension and recommencement of limitation periods remain unaffected.

买方有义务在收到所有产品后立即检查其正确性、完整性和明显的无缺陷，并立即以书面形式将任何投诉通知卖方。发现隐蔽的缺陷后必须立即以书面形式报告。如果未及时发出通知，买方将失去其对履约和保修的索赔。在任何情况下，卖方就投诉进行协商并不意味着放弃对缺陷通知过迟、不足或无根据的异议。对重大缺陷的确认必须以书面形式进行。在所有其他方面，关于时效期限的到期、中止和重新开始的规定不受影响。

(5) RETENTION OF TITLE. 所有权保留

a. In the case of contracts with entrepreneurs, a legal entity under public law or a special fund under public law, Seller retains title to the Products until all claims arising from the current business relationship between Seller and the Buyer have been settled in full. 在与企业、公法下的法人实体或公法下的特别基金签订合同的情况下，卖方保留对产品的所有权，直到卖方和买方之间当前业务关系引起的所有索赔全部解决。

b. For the duration of the retention of title, the Buyer may not pledge the retained Products or use them as security and resale shall be permitted only to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customers or makes the reservation that title shall not pass to the customer until the customer has fulfilled its payment obligations.

在所有权保留期间，买方不得质押保留的产品或将其用作担保，并且只有在转售商收到其客户的付款或做出保留的情况下，才允许转售给客户，在客户履行其付款义务之前，所有权不得转移给客户。

c. If the Buyer combines the Products delivered with other items to form a unit and if the other Products are being considered the main constituent, then the Buyer shall be committed to assign partial ownership to Seller to the extent the main constituent belongs to the Buyer. If the Buyer resells the delivered Products in accordance with their intended use, it hereby assigns to Seller the claims against its buyers arising from the sale, including all ancillary rights, until all its claims have been settled in full.

如果买方将交付的产品与其他物品组合成一个单元，并且如果其他产品被视为主要组成部分，则买方应承诺在主要组成部分属于买方的范围内将部分所有权转让给卖方。如果买方按照其预期用途转售交付的产品，则特此将因销售而对买方产生的索赔权（包括所有附属权利）转让给卖方，直到其所有索赔全部解决为止。

d. At the request of Seller, the Buyer is obliged to notify the third-party buyers of the assignment and to provide Seller with the information and documents required to assert its rights.

应卖方的要求，买方有义务将转让通知第三方买方，并向卖方提供主张其权利所需的信息和文件。

e. Seller will release the securities held by it to the extent that their value exceeds the claims to be secured by more than 10% in total.

卖方将释放其持有的证券，只要其价值超过要担保的债权总额超过10%。

(6) WARRANTY. 保证

a. All prototypes, products in development, test or trial products and samples are provided by Seller to Buyer "AS IS WHERE IS" without warranty of any kind whether express or implied and are expressly not covered by the warranties set forth herein. Buyer agrees not to make any warranty claims nor other claims against the Seller with respect to such prototypes, products in development, test products, and samples.

所有原型、开发中的产品、测试或试用产品和样品均由卖方以“如原样”提供给买方。没有任何形式的保证，无论是明示的还是暗示的，都明确不在本文规定的保证范围内。买方同意不对此类原型、开发中的产品、测试产品和样品提出任何保修索赔或其他索赔。

b. Insofar as the Seller is obligated in the context of liability for defects, the Seller shall provide supplementary performance, at his choice either by means of free remedy of defects or by means of new delivery.

在卖方有义务承担缺陷责任的情况下，卖方应根据自己的选择，通过免费补救缺陷或通过新交付的方式提供补充履行。

c. The basis of Seller's liability for defects is primarily the contract reached on the quality and the required use of the Products (including accessories and instructions). All product descriptions and manufacturer's information which are the subject of the individual contract, or which were made public by the Seller (particularly in catalogs or on his website) at the time of conclusion of the contract shall be regarded as a quality contract for this purpose. Insofar as the nature has not been agreed upon, it is to be determined according to the legal regulations whether a defect exists or not. Public statements made by the manufacturer or on his behalf, in the advertising or on the label of the Products, may not be made by other third parties.

卖方缺陷责任主要依据是有关产品的质量和所需用途（包括附件和说明）的合同。作为个别合同标的的所有产品描述和制造商信息，或卖方在签订合同时（特别是在目录或其网站上）公开的所有产品描述和制造商信息均应被视为质量合同。在性质未约定的情况下，应根据法律规定确定是否存在缺陷。制造商或以其名义在广告或产品标签上发表的公开声明不得由其他第三方做出。

d. In the case of Products containing digital elements or other digital content, the Seller shall only be liable for the provision and, if necessary, for the updating of the digital content, to the extent that this is expressly provided for in a quality contract pursuant to section c. The Seller accepts no liability for public statements made by the manufacturer or other third parties.

对于包含数字元素或其他数字内容的产品，卖方仅对数字内容的提供负责，并在必要时对数字内容的更新负责，前提是根据 C 条的质量合同中明确规定。卖方对制造商或其他第三方的公开声明不承担任何责任。

e. The warranty period for claims for defects shall end with the expiration of twelve months from delivery of the Product. This period shall not be extended by subsequent performance. Insofar as legally longer periods are mandatory, especially since the Buyer is an entrepreneur, a legal entity under public law or a special fund under public law, these longer periods shall apply. If acceptance is agreed, the warranty period shall commence with acceptance.

缺陷索赔的保修期应在产品交付后十二个月届满时结束。该期限不得因后续履约而延长。如果法律上有更长的强制期限，特别是因为买方是企业、公法下的法人实体或公法下的特别基金，则这些更长的期限应适用。如果同意验收，保修期应从验收开始计算。

f. The Seller provides Services in accordance with the current state of the art. The Seller does not provide any further warranty.

卖方根据当前技术水平提供服务。卖方不提供任何进一步的保证。

g. To the extent that any Product is not as warranted, then Seller shall at its sole option, and as Buyer's sole remedy, either (i) refund to Buyer the purchase price less shipping and handling of the non-conforming Product or (ii) repair or replace the non-conforming Product.

如果任何产品不符合保修要求，则卖方应自行选择，并作为买方的唯一补救措施：（i）向买方退还购买价格减去不合格产品的运费和处理费，或（ii）修理或更换不合格产品。

h. To be eligible for a warranty claim, Buyer (i) must make such claim in writing to Seller without undue delay after acknowledging it, however prior to the expiration of the warranty period at latest, (ii) must upon Seller's request return or otherwise provide Seller with access to such allegedly non-conforming Product, (iii) must upon Seller's request allow Seller to reasonably participate in any root cause analysis conducted in connection with such allegedly non-conforming Product, and (iv) must upon Seller's request provide Seller with access to any applicable warranty related data related to the non-conforming Product.

为了有资格获得保修索赔，买方（i）必须在确认后立即以书面形式向卖方提出此类索赔，不得无故拖延，但最迟在保修期届满之前，

（ii）必须应卖方要求退回或以其他方式向卖方提供对此类据称不合格产品的获取途径，（iii）必须根据卖方的要求允许卖方合理参与与此类涉嫌不合格产品相关的任何根本原因分析，以及，（iv）必须根据卖方的要求向卖方提供与不合格产品相关的任何适用保修相关数据。

i. Seller's warranties only extend to the Buyer. No other party shall be a third-party beneficiary thereof, nor be entitled to make a warranty claim or similar claim against the Seller.

卖方的保证仅适用于买方。任何其他方均不得成为其第三方受益人，也无权向卖方提出保修索赔或类似索赔。

j. EXCEPT AS SPECIFICALLY SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY LAW ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, AND NON-INFRINGEMENT, ARE EXCLUDED. SELLER DOES NOT WARRANT THAT ANY PRODUCT SHALL BE INTEROPERABLE OR COMPATIBLE WITH ANY OTHER PRODUCT, AND BUYER IS SOLELY RESPONSIBLE FOR ANY LOSS, DAMAGE, OR LIABILITY ARISING FROM THE USE OF PRODUCTS IN CONJUNCTION WITH OR AS A COMPONENT OF ANY OTHER PRODUCT OF BUYER OR ANY THIRD PARTY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR BREACH OF WARRANTY, EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTIES REFERENCED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OF THE SELLER.

除本协议明确规定外，在法律允许的范围内，所有明示或暗示的保证，包括对适销性、特定用途适用性、设计和不侵权的暗示保证，均被排除在外。卖方不保证任何产品可与任何其他产品互操作或兼容，买方对因将产品与买方或任何第三方的任何其他产品一起使用或作为任何其他产品的组成部分使用而引起的任何损失、损害或责任承担全部责任。在任何情况下，卖方均不对因违反保证而造成的任何特殊、偶然或间接损害负责，即使上述明示保证未能达到其基本目的。此处提及的保证是卖方的唯一和排他性保证。

k. Seller disclaims any and all liability for or related to: (i) equipment or products or personnel not supplied or manufactured by Seller hereunder, including but not limited to equipment and products that are attached to, combined with or used in conjunction with Seller's Products, (ii) any system or the operation thereof into which the Seller's Products are incorporated, (iii) any designs, specifications or requirements provided by Buyer, (iv) Services performed in connection with products that are not manufactured by Seller, (v) defects resulting from misuse, abuse, careless handling, defacement, modifications or alterations by any person other than Seller, and (vi) defects resulting from failure to observe or follow any Product information or instructions provided by Seller.

卖方不对以下情况承担任何和所有责任：（i）非卖方根据本协议提供或制造的设备或产品或人员，包括但不限于附属于卖方产品、与卖

方产品结合使用或与卖方产品一起使用的设备和产品，(ii) 包含卖方产品的任何系统或其操作，(iii) 买方提供的任何设计、规格或要求，(iv) 与非卖方制造的产品相关的服务，(v) 因卖方以外的任何人误用、滥用、不当处理、污损、修改或更改而导致的缺陷，以及(vi) 因未能遵守或遵循卖方提供的任何产品信息或说明而导致的缺陷。

l. These warranties shall not be enlarged absent specific written contract signed by Buyer and Seller, and no obligation or liability shall arise out of Seller's rendering of technical advice and/or assistance.

在买方和卖方未签署具体书面合同的情况下，这些保证不得扩大，并且卖方提供技术建议和/或协助不产生任何义务或责任。

m. Buyer acknowledges that Seller has furnished to Buyer product information which includes warnings and safety and health information concerning the Product(s). Buyer represents and agrees that it will disseminate such information to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, contractors, and customers.

买方承认卖方已向买方提供产品信息，其中包括有关产品的警告以及安全和健康信息。买方声明并同意，其将传播此类信息，以向买方可以合理预见可能接触到此类危险的人员发出可能危险的警告，包括但不限于买方的员工、代理人、承包商和客户。

n. Buyer represents and acknowledges that Buyer used its own knowledge, skill, judgment, expertise and experience in (i) the selection of the Product(s) and/or (ii) in the selection, provision, or designation of any specification or set of specifications for the Product(s) agreed upon by Buyer and Seller; and Buyer represents and acknowledges that Buyer does not rely on any oral or written statements, representations, or samples made or presented by Seller, its employees, agents and/or representatives to Buyer. Without limiting the foregoing, Buyer agrees that Seller shall not be liable for, and assumes all risk of, inaccurate or unsuitable specifications, designs or information provided, selected, or designated by Buyer.

买方声明并承认，买方在以下方面使用自身的知识、技能、判断力、专业知识和经验：(i) 选择产品和/或(ii) 选择、提供或指定买方和卖方商定的产品的任何规格或规格集；并且，买方声明并承认，买方不依赖卖方、其员工、代理人和/或代表向买方作出或出示的任何口头或书面陈述、陈述或样品。在不限制前述规定的情况下，买方同意卖方不对买方提供、选择或指定的不准确或不合适的规格、设计或信息负责，并承担所有风险。

(7) LIMITATION OF LIABILITY. 责任限制

Seller shall be liable under the statutory provisions for damages of any kind and on any legal grounds if a breach of duty attributable to Seller is based on intent or gross negligence. In case of ordinary negligence and if Seller is in culpable breach of a material contractual obligation, Seller's liability shall be limited to the foreseeable damage typically occurring in comparable cases. In all other cases, liability is excluded. However, liability under the Product Liability Act shall remain unaffected by the above provisions as well as Seller's liability for damages arising from injury to life, body, and health.

Afore mentioned limitations of liability shall also apply in the event of breach of duty by Seller's legal representatives or vicarious agents. To the extent Seller's liability is excluded according to the above provisions, this shall also apply to the personal liability of Seller's employees and vicarious agents.

如果卖方因故意或重大过失而违反义务，则卖方应根据法律规定承担任何形式的损害赔偿。在一般过失的情况下，如果因卖方责任违反了重大合同义务，则卖方的责任应限于在类似情况下通常发生的可

预见的损害范围内。在所有其他情况下，责任被排除在外。但是，《产品责任法》规定的责任以及卖方对生命、身体和健康伤害造成的损害的责任不受上述规定的影响。

上述责任限制也适用于卖方的法定代表人或代理人违反义务的情况。在根据上述规定免除卖方责任的范围内，这也适用于卖方雇员和代理人的个人责任。

(8) INTELLECTUAL PROPERTY RIGHTS. 知识产权

a. Seller shall only be liable for third party claims regarding the infringement of intellectual property rights according to the following principles.

卖方仅根据以下原则对第三方有关侵犯知识产权的索赔负责。

b. With respect to patents and utility models (hereinafter "industrial property rights") Seller shall only be liable for the infringement of third-party industrial property rights if the Products supplied by Seller are used in accordance with the contractual agreement and if at least one industrial property right of the respective family of industrial property rights has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria, or the US. This shall apply accordingly also with respect to infringement of know-how (including documentation), trade secrets, registered and unregistered design rights, design patents, copyrights, trade dresses, semiconductor and topography rights, database rights, software, trademarks and similar rights (including for example business identifiers (e.g., business names, work titles) and name rights), commercial designations, in particular, but not limited to, trade names and/or company names, and names/titles of any apps (i.e. application software, particularly but not limited for use on mobile operating systems) and (sub)domain names in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection (together with industrial property rights hereafter "intellectual property rights"). Furthermore, and notwithstanding the aforesaid, Seller shall only accept liability if the Buyer informs Seller immediately of any claim asserted by third parties for alleged infringement of intellectual property rights, does not acknowledge any alleged infringement of intellectual property rights and reserves all defensive measures including any out-of-court settlements to Seller.

对于专利和实用新型（以下简称“工业产权”），卖方仅对侵犯第三方工业产权负责，前提是卖方提供的产品是按照合同协议使用的，并且欧洲专利局或以下国家之一公布了相应工业产权系列、的至少一项工业产权：德意志联邦共和国、法国、英国、奥地利或美国。因此，这也适用于侵犯专有技术（包括文档）、商业秘密、注册和未注册的外观设计权、外观设计专利、版权、商业外观、半导体和拓扑图权、数据库权、软件、商标和类似权利（例如，包括商业标识符（例如，企业名称、作品名称）和名称权）、商业名称，特别是但不限于：商号和/或公司名称，以及任何应用程序（即应用程序软件，特别是但不限于在移动操作系统上使用）和（子）域名的名称/标题（无论是否注册），包括此类权利的所有申请（或申请权）、延续或延展以及所有类似或同等权利或保护形式（连同工业产权，以下简称“知识产权”）。此外，尽管有上述规定，卖方仅在买方立即通知卖方第三方因涉嫌侵犯知识产权而提出的任何索赔，不承认任何涉嫌侵犯知识产权并保留所有抗辩措施（包括对卖方的任何庭外和解）时才承担责任。

c. Claims shall be excluded if the Products were manufactured according to drawings, models or other equivalent descriptions or information provided by the Buyer, or the Buyer is otherwise responsible for the infringement of the intellectual property rights. Furthermore, the indemnity

obligation of Seller is excluded with respect to claims relating to any standard-essential patents of third Parties (e.g., telecommunication standards) that might be included within the Product.

如果产品是根据买方提供的图纸、模型或其他等效描述或信息制造的，或者买方对侵犯知识产权负有其他责任，则索赔应被排除在外。此外，对于与产品中可能包含的任何第三方标准必要专利（例如电信标准）相关的索赔，卖方的赔偿义务被排除在外。

d. Seller gives no representation or warranty as to the usability, validity, or enforceability of any CONTINENTAL Marks (as defined herein).

卖方对任何大陆标志（如本文所定义）的可用性、有效性或可执行性不作任何陈述或保证。

e. Buyer shall indemnify and hold harmless Seller and/or its Affiliates i.e. any legal entity which directly or indirectly controls, is controlled by or under common control with Continental Aktiengesellschaft, Hanover, Germany, entered in the Register of Companies (Handelsregister) of Hanover Local Court (Amtsgericht) under the No. HRB 3527 (hereinafter "Continental Aktiengesellschaft"), whereby "Control" means the ownership direct or indirect of more than 50 % of such legal entity's voting rights or capital) (hereinafter the "Affiliate"), from and against all liabilities, claims, damage (including lost profits), proceedings, demands, orders, suits, costs, losses and expenses, including reasonable attorneys' fees and expenses whether deriving from these Conditions of Sale, common law, statute or otherwise, whether present or future, actual or contingent, direct or indirect, ascertained or unascertained or disputed arising from and/or in connection with Buyer's specific form of use of the CONTINENTAL Marks (as defined herein), provided that such use has not been made in compliance with these Conditions of Sale and/or with the prior written consent by the Seller.

买方应赔偿卖方和/或其关联公司免受损害，即任何直接或间接控制位于德国汉诺威，在汉诺威地方法院（Amtsgericht）的公司登记册（Handelsregister）中登记，编号为HRB 3527（以下简称“Continental Aktiengesellschaft”）的Continental Aktiengesellschaft、受Continental Aktiengesellschaft共同控制的任何法律实体，其中“控制”是指直接或间接拥有该法人实体 50% 以上的投票权或资本）（以下简称“关联公司”），免于承担所有责任、索赔、损害（包括利润损失）、诉讼、要求、命令、诉讼、成本、损失和费用，包括合理的律师费和费用，无论是否来自本销售条款，普通法、成文法或其他法律，无论是现在的还是将来的，实际的还是偶然的，直接的或间接的，确定的或不确定的或有争议的，由买方对大陆标志（定义见本文）的特定使用形式引起和/或与之相关的争议，承担责任的前提是此类使用未遵守本销售条款和/或卖方事先书面同意的内容。

f. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

在任何情况下，卖方均不对因侵犯知识产权而引起和/或与之相关的任何偶然或间接损失承担责任。

(9) LICENSES. 许可

a. The sale of the Products or software furnished hereunder does not convey any license by implication, estoppel or otherwise under any intellectual property rights of Seller covering combinations of these Products or software with other elements. Unless otherwise agreed to in writing, Seller retains title and all rights to inventions and any kind of intellectual property rights relating to the Product(s) covered by this Agreement. Except as specifically provided herein, this Agreement conveys no license and/or rights to Buyer under any intellectual property rights of Seller.

根据本协议提供的产品或软件的销售并不以暗示、禁止反言或以其他方式构成对这些产品或软件与其他元素的组合的任何知识产权的任何许

可。除非另有书面约定，否则卖方保留与本协议所涵盖的产品相关的发明和任何类型的知识产权的所有权和所有权利。除本协议另有明确规定外，本协议不向买方构成卖方任何知识产权下的许可和/或权利的转让。

b. The Products Buyer purchases from Seller may contain software in the form of firmware programs built into their circuitry or loaded into electronic memory. Buyer's purchase of that Product includes a non-exclusive license to use and sub-license the software only as part of the Product and only under the following conditions: (i) Seller (or its supplier) retains all title and ownership to copyright and other intellectual property interests in the software; (ii) Buyer will only transfer possession of the software in conjunction with a transfer of Product; and (iii) Buyer shall not remove any copyright notice or proprietary legend from the software, or use the software with any hardware except with the Seller hardware product for which it is designed.

买方从卖方处购买的产品可能包含内置于其电路中或加载到电子存储器中的固件程序形式的软件。买方购买该产品包括非排他性许可，仅作为产品的一部分使用和再许可软件，并且仅限在以下条件下：(i) 卖方（或其供应商）保留软件的版权和其他知识产权权益的所有产权和所有权；(ii) 买方只能在转让产品的同时转让软件的占有；(iii) 买方不得从软件中删除任何版权声明或专有权说明，也不得将软件与任何硬件一起使用，但与卖方硬件产品一起使用时除外。

c. Buyer acknowledges Seller's claim that Seller provided software (including any related documentation or source code), if any, and Products furnished hereunder contain valuable trade secrets of Seller and, therefore, agrees that it will not translate, reverse engineer, de-compile or disassemble or make any other unauthorized use of such Seller software and Products. Since unauthorized use of such Seller software and Products will greatly diminish the value of such trade secrets and cause irreparable harm to Seller, Buyer agrees that Seller, in addition to any other remedies it may have, shall be entitled to equitable relief to protect such trade secrets, including without limitation temporary and permanent injunctive relief without the proving of damage by Seller.

买方承认卖方声称卖方提供的软件（包括任何相关文档或源代码）（如果有的话）以及本协议下提供的产品包含卖方有价值的商业秘密，因此，买方同意不会翻译、逆向工程、反编译或反汇编或对此类卖方软件和产品进行任何其他未经授权的使用。由于未经授权使用此类卖方软件和产品将大大降低此类商业秘密的价值，并对卖方造成无法弥补的损害，因此买方同意，除了可能拥有的任何其他补救措施外，卖方还有权获得衡平法救济以保护此类商业秘密，包括但不限于临时和永久禁令救济，而无需证明卖方遭受了损害。

d. Any use of any trademark, including any trademarks (registered or unregistered), service marks, trade dress, rights in logos, marks of origin, models and all rights or forms of protection having equivalent or similar effect anywhere in the world, in each case whether or not registered, or capable of registration, and including applications for registration and all goodwill, rights and/or title therein and/or associated therewith, owned by Seller or any of its Affiliates (hereinafter "CONTINENTAL Mark" or "CONTINENTAL Marks") by Buyer in particular, but not limited to, in connection with the manufacture, import, export, offering, putting on the market, sale, distribution, possession, provision and/or marketing, promotion and advertising of the Products, including but not limited to online and offline advertising of the Products on any media and in any kind and/or way is subject to Seller's prior written approval unless the use of the Continental Marks is admissible under the applicable law. Notwithstanding the aforesaid, Buyer shall only be entitled to use the CONTINENTAL Marks in their registered form and/or in the form specified in advance in writing by Seller.

买方对于卖方或其任何关联公司拥有的权利和/或所有权的任何商标的任何使用，包括任何商标（已注册或未注册）、服务标志、商业外观、

徽标权利、原产地标记、模型以及在世界任何地方具有同等或类似效力的所有权利或保护形式，无论在任何情况下是否注册或能够注册，包括注册申请和所有商誉（以下简称“大陆标志”），特别是但不限于与产品的制造、进口、出口、提供、投放市场、销售、分销、拥有、提供和/或营销、促销和广告有关的权利和/或所有权，包括但不限于在任何媒体上以任何种类和/或方式在线和离线宣传产品，均须事先获得卖方的书面批准，除非适用法律允许使用大陆标志。尽管有上述规定，买方仅有权以注册形式和/或卖方事先书面指定的形式使用大陆标志。

e. Nothing in these Conditions of Sale shall be construed and/or interpreted as to grant Buyer any right to use the CONTINENTAL Marks and/or their distinctive elements for and/or in connection with any other purposes and/or under any other conditions than those explicitly set forth in these Conditions of Sale.

本销售条款中的任何内容均不得解释和/或解释为授予买方将大陆标志和/或其独特元素用于和/或与任何其他目的和/或在本销售条款明确规定的任何其他条件下相关的任何权利。

f. Buyer shall ensure that the Products are marketed in a way and/or the CONTINENTAL Marks are used in a way that neither impairs nor damages nor will or may be detrimental to the reputation or goodwill associated with the CONTINENTAL Marks and/or Seller and/or its Affiliates.

买方应确保产品的营销方式和/或大陆标志的使用方式既不损害或损害，也不会损害或可能破坏与大陆商标和/或卖方和/或其关联公司相关的声誉或商誉。

g. Any use of the CONTINENTAL Marks by Buyer shall inure to the benefit of the Seller and/or its Affiliates. To the extent Buyer acquired nevertheless own trademark or other rights arising from the use of the CONTINENTAL Marks or similar signs Buyer hereby assigns these rights and benefits to Seller or one of its Affiliates. Seller or its Affiliate hereby accepts this assignment. Seller or its Affiliate are entitled to transfer the rights to a third party. Buyer will take any steps necessary and provide any relevant documents and declarations to furnish said assignment upon first request by Seller or its Affiliate.

买方对大陆标志的任何使用均应符合卖方和/或其关联公司的利益。如果买方因使用大陆标志或类似标志而获得自己的商标或其他权利，则买方特此将这些权利和利益转让给卖方或其关联公司之一。卖方或其关联公司特此接受此转让。卖方或其关联公司有权将该些权利转让给第三方。买方应采取任何必要措施，并在卖方或其关联公司首次提出要求时提供任何相关文件和声明，以实现上述转让。

h. The parties agree that in the event the Seller develops any proprietary information, intellectual property, work product, concepts, or ideas for inventions, copyrights, whether registered or not, improvements or valuable discoveries and ideas, whether patentable or not and/or any other works, materials, documents, files, texts, pictures, videos whether protectable by intellectual property rights or not (collectively “intellectual property”), which are conceived, made, first reduced to practice, or generated by Seller in connection with the Products, solely or jointly with another, all rights and ownership in such intellectual property shall be owned, and are hereby owned, by Seller, and Buyer hereby assigns to Seller any and all such intellectual property it may have in connection with the Products to the extent any is developed jointly by Buyer and Buyer shall cause all of its employees and contractors who contributed to such development to waive all (intellectual property) rights, including but not limited to, all moral rights they may have in such intellectual property.

双方同意，如果卖方开发任何专有信息、知识产权、工作成果、发明概念或想法、版权（无论是否注册）、改进或有价值的发现和想法，无论是否可申请专利和/或任何其他作品、材料、文件、档案、文本、图片、视频，无论是否受知识产权保护（统称为“知识产权”），由

卖方单独或与他人共同构思、制造、首次简化为实践或产生的与产品相关的内容，此类知识产权的所有权利和所有权均应由卖方拥有，并特此归卖方所有，买方特此将其可能拥有的与产品有关的任何和所有此类知识产权转让给卖方，买方应在是在买方和买方共同开发的范围内的任何知识产权将使得其所有为此类开发做出贡献的员工和承包商放弃所有（知识产权）权利，包括但不限于他们对此类知识产权可能拥有的所有人格权利。

(10) CONFIDENTIAL INFORMATION. 机密信息

To the extent that protection of information or materials to be transferred pursuant to these Conditions of Sale is covered by an existing confidentiality contract, the existing contract shall apply. Otherwise, the following terms shall apply: Seller may furnish to Buyer information and materials (collectively the “Documentation”) Seller deems confidential or proprietary. Buyer may not disclose such Documentation to any third party except to its employees who may require use of the Documentation in the performance of their duties, and Buyer may use such Documentation only as authorized by Seller. They must be treated confidentially. Buyer’s obligations with respect to such Documentation shall continue for five (5) years after receipt of the Documentation.

如果根据本销售条款转让的信息或材料受到现有保密合同的保护，则应适用现有合同。否则，应适用以下条款：卖方可以向买方提供卖方认为机密或专有的信息和材料（统称为“文件”）。买方不得向任何第三方披露此类文件，但其员工在履行职责时可能需要使用此类文件除外，并且买方只能在卖方授权的情况下使用此类文件。这些文件必须进行保密处理。买方对此类文件的义务应在收到文件后持续五（5）年。

(11) EXPORT COMPLIANCE. 出口合规

a. Buyer unconditionally and irrevocably agrees that it shall always comply with all applicable export control regulations and laws in all relevant jurisdictions (hereinafter “Laws”), including, but without being limited to Laws governing the import and export of goods, services, or technology. Buyer agrees that it shall not, directly, or indirectly export, re-export, transfer, sell, resell, ship, or divert any product, material, technology, technical data, software, or service furnished to it by Seller to any company, country, entity, or person in violation of the export control Laws or of licensing requirements. As an illustration Laws will include, but without being limited to it, all applicable sanctions, embargoes, government orders and policies controlling the transmission or shipment of goods, services, or technology.

买方无条件且不可撤销地同意，其应始终遵守所有相关司法管辖区的所有适用出口管制法规和法律（以下简称“法律”），包括但不限于管理货物、服务或技术进出口的法律。买方同意，不得违反出口管制法律或许可要求，直接或间接向任何公司、国家、实体或个人出口、再出口、转让、出售、转售、运输或转移卖方提供给它的任何产品、材料、技术、技术数据、软件或服务。举例来说，法律将包括但不限于所有适用控制商品、服务或技术的传输或运输的制裁、禁运、政府命令和政策。

b. Buyer shall indemnify and hold Seller harmless for all claims, demands, cost, fines, penalties, fees, expenses, or losses, including the reasonable fees, charges, and disbursements of counsel, arising from Buyer’s failure, intentional or unintentional, to comply with the foregoing export and sanctions compliance paragraphs. Buyer shall promptly provide Seller with complete and accurate information and documents as may be necessary to ensure compliance with applicable laws, including in relation to the end-user, end-use and destination country for the items furnished by

Seller, in the format required by Seller. Except to the extent and in a manner specifically agreed by Seller in advance in a writing signed by an authorized representative of Seller, Buyer shall in no event (i) provide to Seller any products, information, materials, software, data, or technology subject to restrictions on exportation, release or disclosure pursuant to any applicable export control laws, or (ii) require Seller to design, manufacture, modify, sell or otherwise take action with respect to such export-controlled materials. 对于因买方有意或无意未能遵守上述出口和制裁合规段落而引起的所有索赔、要求、成本、罚款、罚金、费用、开支或损失，包括合理费用、收费和律师支出，买方应赔偿卖方并使其免受损害。 买方应按照卖方要求的格式及时向卖方提供完整和准确的信息和文件，以确保遵守适用法律，包括与卖方提供的物品的最终用户、最终用途和目的地国家/地区相关的法律。除非卖方事先以书面形式明确同意，并由卖方授权代表签字，否则买方在任何情况下均不得 (i) 向卖方提供任何产品、信息、材料、软件、数据或技术，根据任何适用的出口管制法律，受出口、发布或披露限制，或 (ii) 要求卖方设计、制造、修改、销售或以其他方式对此类出口管制材料采取行动。

(12) GENERAL. 常规

a. Buyer shall always comply with all applicable federal, provincial, state, municipal and local laws, orders, rules, and regulations in all relevant jurisdictions.

买方应始终遵守所有相关司法管辖区的所有适用的联邦、省、州、市和地方法律、命令、规则和法规。

b. Should a provision of these Conditions of Sale and the further contract made, be or become invalid, this shall not affect the validity of the rest of these Conditions of Sale.

如果本销售条款中和进一步签订合同的某项条款无效，则不影响本销售条件其余部分的有效性。

c. No modifications hereto shall be effective unless they are agreed upon in writing by both parties.

除非双方书面同意，否则本协议的任何修改均无效。

d. Except as specifically provided in these Conditions of Sale, Buyer shall have no right to return Products to Seller.

除非本销售条款中另有明确规定，否则买方无权将产品退还给卖方。

e. Seller may discontinue any Product(s) sold hereunder at any time, unless Buyer and Seller have otherwise agreed in a writing signed by authorized representatives of both parties.

除非买方和卖方在双方授权代表签署的书面形式中另有约定，否则卖方可以在任何时候停止销售本合同项下的任何产品。

f. The failure of either party to insist in any one or more instances upon the performance of any of the terms, covenants, or conditions in these Conditions of Sale or to exercise any right under these Conditions of Sale, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of any such right.

任何一方在任何一种或多种情况下未能坚持履行本销售条件中的任何条款、约定或条件，或未能行使本销售条款下的任何权利，不应被解释为放弃或放弃未来履行任何此类条款约定、条件或未来行使该权利。

g. No right, interest or obligation in these Conditions of Sale may be assigned or delegated by either party without the previous written permission of the other party. These Conditions of Sale are binding upon and shall inure to the benefit of the parties and their respective successors. Seller may assign these Conditions of Sale, in whole or in part, and without the consent of Buyer to (i) any affiliate or subsidiary, or (ii) a third party in the event of merger, stock sale, recapitalization, conversion, consolidation or other business combination or sale of all, or substantially all, of the assets

of Seller to such third party. If any provision of these Conditions of Sale is contrary to, prohibited by or held invalid by any law, rule, order, or regulation of any government or by the final determination of any State, Provincial, Territorial, or Federal court, such invalidity shall not affect the enforceability of any other provisions not held to be invalid.

未经另一方事先书面许可，任何一方均不得转让或委托本销售条款中的任何权利、利益或义务。 本销售条款对双方及其各自的继承人具有约束力，并应符合双方的利益。 卖方可以在未经买方同意的情况下将本销售条款全部或部分转让给 (i) 任何关联公司或子公司，或 (ii) 在合并、股票出售、资本重组、转换、合并或其他业务合并或将卖方的全部或大部分资产出售给该第三方的情况下的第三方。如果本销售条件的任何条款违反任何政府的任何法律、规则、命令或法规或任何州、省、地区或联邦法院的最终裁决，或被认定为无效，则此类无效不应影响任何其他未被认定为无效的条款的可执行性。

h. Section and paragraph headings used in these Conditions of Sale are for convenience only and are not to be deemed or construed to be part of these Conditions of Sale.

本销售条款中使用的章节和段落标题仅为方便起见，不应被视为或解释为本销售条款的一部分。

i. These Conditions of Sale shall be interpreted in accordance with the Laws of Peoples' Republic of China. The provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG/UN Sales Convention) shall not apply. With respect to any disputes related to this Agreement, the two parties shall negotiate for a resolution in good faith. If the dispute cannot be resolved through negotiation, then either party may submit the dispute to Shanghai International Economic and Trade Arbitration Commission for arbitration. The arbitration Award is final and binding to all Parties. Nothing in these Conditions shall prevent either Party from obtaining preliminary injunctive relief.

本协议应根据中国的法律进行解释。对于任何和本销售条款有关的争议，双方应本着善意协商解决。如无法经协议解决争议，则任一方皆可提交上海国际经济贸易仲裁委员会仲裁。仲裁裁决对双方而言是终局的和有约束力的。本条款并不限制任何一方申请初步禁令的权利。

j. These Conditions of Sale are written in both Chinese and English. If the two versions conflict, the English version shall prevail.

本销售条款以中文和英文书写。如果销售条款中英文的理解产生分歧，以英文为准。

10/2023