

General Conditions of Sale and Delivery

of the Schaeffler Group

舍弗勒集团

销售与交货通用条款

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I. SCOPE OF THESE GENERAL CONDITIONS OF SALE AND DELIVERY

一、 本销售与交货通用条款的适用范围

1. These General Conditions of Sale and Delivery (GTSD) shall apply to all our business transactions with our customers ("Customers"). In particular, these GTSD shall apply to all contracts concerning the sale and/or delivery of movable goods regardless of whether or not such movable goods are manufactured by us or purchased from a third-party supplier or subcontractor.
本销售与交货通用条款（“本通用条款”）适用于舍弗勒与舍弗勒客户（“客户”）之间的一切业务往来。具体而言，本通用条款适用于有关销售和/或交付可移动货物的所有合同，无论该等可移动货物是由舍弗勒制造还是购自第三方供应商或分包商。
2. Our GTSD shall apply exclusively even if we, whilst being aware of the general business conditions of the Customer, accept orders unconditionally, provide services or directly or indirectly refer to documents or similar instruments containing the Customer's or any third party's general conditions. We shall be deemed to have accepted any conflicting, deviating or additional business conditions of the Customer only if we have expressly agreed to such in writing.
即使舍弗勒在知悉客户通用商业条款、无条件接受订单、提供服务或者直接或间接援引载有客户或任何第三方的通用条款的文件或类似文书的情况下，本通用条款仍应排他性适用。除非舍弗勒明确作出书面同意，否则不视为舍弗勒接受客户的任何与本通用条款相冲突、相违背或附加的商业条款。
3. Our GTSD in their respective current version at the time shall apply as a framework agreement for all future offers and contracts concerning the sale and/or delivery of movable goods with the respective Customer without any need for reference to be made to such in each individual case.
本通用条款的现行有效版本应作为未来就销售和/或交付可移动货物与相关客户达成的所有要约和合同的框架性协议，无需在每项具体要约或合同中作出明确援引。

II. CONTRACT FORMATION / WRITING / REPRESENTATION

二、 合同的成立/书面形式/陈述

1. Our offers are subject to confirmation and non-binding insofar as such are not expressly marked as being binding or requiring acceptance within a specific period.
舍弗勒发出的要约，若未明确标明有约束力或要求在特定期限内予以接受，则须经确认且不具有约束力。
2. An order by the Customer shall constitute a legally-binding offer to form a contract. Our acceptance shall be by a declaration in text form (e.g. by our order confirmation or dispatch notice/notice of readiness for collection) or by way of delivery of the goods. The terms of such declaration or notice shall be incorporated into and prevail as part of the contract. Any declarations or notices of a legal nature provided to us by the Customer after contract formation (e.g. notice of deadline, notices of default, notification of defects) must be in writing in order to be effective.
客户出具的订单应构成一份以订立合同为目的的有法律约束力的要约。舍弗勒出具文本形式的声明（例如出具订单确认或发送通知/货物备妥准备取货的通知）或交付货物，即视为接受订单。该声明或通知中的各项条款应纳入相关合同内，并作为合同的一部分优

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先适用。客户在合同成立后向舍弗勒提供的具有法律性质的任何声明或通知（如截止时间通知、违约通知或缺陷通知），必须以书面形式作出方为有效。

3. An unsigned electronic document, unsigned email or fax shall be deemed to be writing for the purposes of these GTSD.

为本通用条款之目的，未签名的电子文件、电子邮件或传真应视为以书面形式作出。

4. The written contract including these GTSD, which also shall form an integral part of the written contract, shall constitute the entire agreement between the Customer and us in relation to the subject matter. Any other oral understandings made before the concluding of the written contract shall not be legally-binding and shall be superseded by the written contract in full unless otherwise expressly agreed.

上述书面合同（包括本通用条款，本通用条款构成其不可分割的一部分）应构成舍弗勒与客户之间就相关标的达成的完整协议。在该书面合同订立之前达成的任何其他口头谅解不具有法律约束力，且应由该书面合同完全替代，但双方另有明确约定的情形除外。

5. Individual contractual agreements shall prevail over these GTSD. The exact content of such contractual agreements shall be determined by way of a written contract or our written confirmation.

单独契约协议的效力应高于本通用条款的效力。该等契约协议的具体内容应通过签署一份书面合同或舍弗勒的书面确认予以确定。

III. RESERVATION OF RIGHTS / NON-DISCLOSURE / CONFIDENTIALITY

三、权利的保留/不披露/保密

1. We reserve all rights of ownership, copyright and property rights in relation to all documents, materials and any other items (e.g. offers, catalogues, price lists, quotations, plans, drawings, illustrations, calculations, product descriptions or product specifications, samples, models or any other tangible and/or electronic documents, information and software) made available by us to the Customer. Subject to the provisions of mandatory law, the Customer shall not make available the above documents, materials or items or the contents of any of the above documents, materials or items to any third party or notify such to any third party, exploit such, or copy or change such without our prior written approval. The Customer may use the above documents, materials and items only for the purposes of fulfilling its obligations as set out in the contract and shall, upon our request, return the above documents, materials and items and destroy any existing (including electronic) copies (or erase such) insofar as such are no longer required in the ordinary course of business or in order to comply with retention obligations existing at law. Upon our request, the Customer shall provide confirmation or evidence of the return or destruction/erasure in full of the documents, materials or items or, as appropriate, give notice as to which of the documents, materials or items for whatever reason are still required. In relation to software, the provisions set out under XII shall apply.

对于舍弗勒向客户提供的所有文件、材料和任何其他物品（例如要约、产品目录、价目表、报价单、计划、图纸、插图、计算结果、产品说明或产品规格、样品、模型或任何其他有形和/或电子文件、信息和软件），舍弗勒保留一切所有权、著作权和财产权。受限于强制性法律规定，未经舍弗勒事先书面批准，客户不得向任何第三方提供或使其知悉上述文件、材料、物品或其中任何内容，亦不得利用、复制或变更该等文件、材料、

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物品或其中任何内容。客户可仅为履行其在合同项下的各项义务之目的使用上述文件、材料和物品，并应在舍弗勒提出要求后返还上述文件、材料和物品，并销毁（或删除）任何现有复制件（包括电子拷贝件），只要客户已不再需要该等复制件开展正常业务或为了遵守法定的文件保存义务。经舍弗勒要求，客户应就已退还或销毁/删除所有该等文件、材料或物品作出确认或提供相关证据，或者（视具体情况而定）通知舍弗勒其仍然需要该等文件、材料或物品（不论出于何种理由）。对于软件，适用第七条规定。

2. Both parties agree to keep confidential all information received from the other party in the course of the contractual performance. This shall apply also for an indefinite period after the ending of the delivery contract. This obligation shall not apply to any information already known to the receiving party by legitimate means without a corresponding duty of confidentiality or, to any information which the receiving party becomes aware of subsequently by legitimate means and without any corresponding duty of confidentiality or, to any information which is, or becomes, generally known without such being caused by a breach of contract by any of the parties.

双方同意对任何一方在合同履行期间从另一方处接收的所有信息予以保密。此项约定在交货合同终止后仍将适用，适用期限不定。但是，这项保密义务不适用于以下信息：(i) 接收方已经通过合法途径知悉且不负有相应保密义务的任何信息；或者 (ii) 接收方随后通过合法途径知悉且不负有相应保密义务的任何信息；或者 (iii) 非因任何一方违约而属于或变为公众所知的任何信息。

IV. PRICES / PROCESSING CHARGES / DELIVERY

四、价格/处理费/交货

1. Unless otherwise agreed, all our deliveries shall be ex works (EXW Incoterms 2010) (with respect to the warehouse from which we undertake the respective delivery).

除非双方另有约定，舍弗勒的交货方式均为工厂交货（即 2010 年《国际贸易术语解释通则》中定义的工厂交货（EXW））（工厂即舍弗勒交付相应货物的始发仓库）。

2. Notwithstanding IV (1) above, and subject to agreement with the Customer, we shall deliver the goods to a destination specified by the Customer. In such event, the Customer shall bear the transport costs of such delivery (including the costs of packaging). Any risk of accidental loss or deterioration of the goods in relation to any delivery undertaken in accordance with the first sentence of IV (2) shall pass to the Customer upon receipt of notification of the readiness of the goods for shipping or, if the contract does not provide for such notification of readiness for shipping, such risk shall pass at the latest when the goods are handed over to the transport company, freight company or other transportation personnel. This shall also apply in case of any part delivery or in circumstances where we also provide other services (e.g. the above-mentioned shipping or transport or assembly).

尽管有上文第四条第(1)款，若与客户达成协议，舍弗勒应将货物交付至客户指定的目的地。在此情形下，客户应承担因此产生的运费（包括包装费用）。根据第四条第(2)款第一句交付的任何一批货物发生任何意外毁损灭失的风险，应在客户收到货物备妥准备装运的通知时转移至客户，或者若合同中未约定货物备妥准备装运的通知，前述意外毁损灭失的风险应最迟在将货物移交给运输公司、货运公司或其他运输人员时转移至客户。此项约定还适用于任何部分交货或者舍弗勒同时提供其他服务（如上述装运、运输或装配服务）的情形。

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3. Any risk of accidental loss or deterioration of the goods shall pass to the Customer even if the Customer is delayed in accepting the goods.
即使客户迟延收货，货物发生任何意外毁损灭失的风险仍应转移至客户。
4. In relation to any order quantities not achieving the minimum level specified in our applicable price list and/or the specified minimum order value, we shall charge a processing fee at the rate of 10 %, unless agreed otherwise.
对于未达到舍弗勒相关价目表规定的最低订单数量和/或规定的最低订单价格的任何订单，舍弗勒将加收 10% 处理费，但双方另有约定的情形除外。
5. We are entitled at our own reasonable discretion to determine the method of transport (including in particular the responsible transport company and the transport route) and the packaging (in terms of both material and type).
舍弗勒有权依其合理判断自行决定运输方式（尤其包括承运的运输公司和运输路线）以及包装材料及类型。
6. We shall retain all ownership rights to pallets, containers and other reusable packing and the Customer shall return such to our point of delivery free of charge and without undue delay. Any disposable packaging shall be charged to the Customer at cost and shall not be accepted for return.
舍弗勒保留对货盘、集装箱等可重复利用包装的所有权，且客户应免费将该等包装退还至舍弗勒的交货点，不得有不当延误。对于任何不回收包装，客户应按成本价向舍弗勒支付包装费用，且不接受退还。
7. Unless otherwise agreed, the net list prices applicable at the time of the concluding of the contract plus any statutory value added tax shall apply to all transactions. Prices quoted shall be ex works (EXW Incoterms 2010). The Customer shall bear all costs for insurance, transportation, packaging and additional costs for any express shipment as well as any other taxes or duties unless agreed otherwise.
除非双方另有约定，合同签署之时适用的净价加上任何法定增值税应适用于所有交易。所有报价均为工厂交货（即 2010 年《国际贸易术语解释通则》中定义的工厂交货（EXW））报价。除非双方另有约定，客户应承担所有保险费用、运输费用、包装费用、任何特快装运服务的额外成本以及任何其他税款或关税。
8. If the agreed prices are our net list prices, no specific fixed (unchangeable) prices have been agreed and if delivery is made more than four (4) months after the concluding of the contract, the current net list prices at the time of delivery shall apply.
若商定价格为舍弗勒的净价，双方未约定特定的固定（不可变更的）价格，且若在合同签署之后的四（4）个月届满后交货的，交货时有有效的净价应适用。
9. In case of any delivery to EU member states ("intra-community deliveries"), the Customer must provide without undue delay support in an appropriate manner to establish that the delivery is indeed an intra-community delivery. We shall be entitled to require, in particular, a signed confirmation with the date of the intra-community delivery and at least the following information: name and address of the recipient of the goods, quantity and customary trade description of the goods as well as the place and date of receipt of the goods. In the event that the Customer does

not satisfy its duty to provide such support, it shall be liable for any resulting damage and in particular from any resulting turnover tax (*Umsatzsteuer*).

向任何欧盟成员国交货的（“欧盟内交货”），客户必须无不当延迟地以适当的方式提供支持以确立该交货确实为一项欧盟内交货。尤其是，舍弗勒有权要求客户提供一份经签署的确认书，载明欧盟内交货的日期以及以下信息，至少包括：收货人的姓名和地址、货物数量和通常的商品说明、以及收货地点和日期。如果客户未尽到上述支持义务，客户应承担因此产生的任何损害（特别是因此产生的任何营业税）。

V. EXPORT CONTROLS

五、出口管制

1. The Customer shall comply with the applicable Federal Republic of Germany (FRG), European Union (EU), United States of America (US) and other export control and sanction laws and regulations (Export Control Regulations).

客户应遵守德意志联邦共和国（“德国”）、欧洲联盟（“欧盟”）、美利坚合众国（“美国”）以及其他国家和地区的出口管制和制裁相关法律法规（统称为“出口管制法规”）。

The Customer shall notify us beforehand and disclose any information necessary for us to comply with Export Control Regulations in case Schaeffler products, technology, software, services or any other goods (Schaeffler Goods) are specifically ordered for use in connection with

- a) a country or territory, natural or legal person that is subject to the limitations or sanctions of the FRG, EU, USA or is subject to any other Export Control Regulations or sanction provisions or,
- b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, rocket, aerospace technology or carrier systems therefor.

如果舍弗勒产品、技术、软件、服务或任何其他货物（“舍弗勒货物”）是专门订购用于：

- a) 受德国、欧盟或美国的限制或制裁的，或者受制于任何其他出口管制法规或制裁规定的某一国家、地区、自然人或法人；或者
- b) 设计、开发、生产或使用军用品或核产品、化学或生物武器、火箭、航空航天技术或相关运载系统，

则客户应事先告知舍弗勒，并向舍弗勒披露为遵守出口管制法规所需的任何信息。

2. The Customer hereby acknowledges that
客户在此承认知晓：

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- a) that – for the purpose of the US Department of the Treasury’s Office of Foreign Assets Control (OFAC) regulations on Iran (“ITSR”) and Cuba (“CACR”) – we are to be treated as a US Person, and therefore

根据美国财政部海外资产控制办公室(OFAC)关于伊朗的法规（即《伊朗交易制裁条例》）以及关于古巴的法规（即《古巴资产管制条例》），舍弗勒将被视为具有美国身份，且因此

- b) that Schaeffler Goods shall not – without prior authorization by the competent US governmental authorities – be used, supplied, exported, re-exported, sold or otherwise transferred, directly or indirectly, to any country or territory that is subject to any restrictions or sanctions of the US government or any person or entity on any sanction list maintained by the US government.

未经美国主管政府机关事先授权，不得将舍弗勒货物直接或间接使用，供应，出口，再出口，出售或通过其他方式转让给受制于美国政府任何限制或制裁规定的任何国家或地区或者美国政府现有制裁名单上的任何人士或实体。

3. The fulfilment of the contractual obligations by us is subject to the proviso that the applicable Export Control Regulations do not contravene. In such a case, we are, in particular, entitled to refuse or withhold the contractual fulfilment without any liability towards the Customer.

舍弗勒履行合同义务须以不违反适用的出口管制法规为附带条件。即，若履行相关义务构成对适用的出口管制法规的违反，则舍弗勒有权拒绝履行合同义务，而无需向客户承担任何责任。

VI. DELIVERY DATES / DEFAULT DELAY / CALL ORDERS / PART DELIVERIES

六、交货日/违约迟延交货/电话订单/部分交货

1. Any delivery periods/dates for the provision of goods and materials (delivery deadlines) stated by us shall be deemed to be approximate only. This shall not apply if a firm delivery date has been expressly confirmed or agreed. Confirmed or agreed delivery deadlines shall start to run only after order confirmation or, in relation to deliveries subject to advance payment, only when payment is received and in any event no delivery period shall start to run earlier than from the date of a final agreement being made with the Customer concerning any matters to be clarified before the start of production.

舍弗勒为任何货物和材料所述的交货期限/日期（即交货截止日期）应仅视为大致期限/日期。若已明确确认或约定固定交货日期，则前述规定不适用。经确认或约定的交货截止日期应自订单确认后起算，或者，对于提前付款的货物而言，只有在收到货款后方可起算。在任何情形下，交货期限的起算日均不得早于舍弗勒与客户达成关于澄清量产前所有事宜的最终协议签署之日。

2. We shall not be liable in any event of impossibility or delay in our performance insofar as such arises from circumstances involving force majeure or other events unforeseeable at the time of the conclusion of the contract and for which we are not responsible (e.g. operational disruptions of any type, fire, natural catastrophes, weather, flooding, war, uprisings, terrorism, transportation delays, strikes, legitimate lockouts, labour shortages, energy or raw material shortages, delays resulting from the granting of any necessary official permits, measures of any authority/sovereign). Such events shall also include incorrect or delayed deliveries by our suppliers for

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which we are not responsible and in relation to which we had entered into an appropriate contract with the respective supplier for the satisfaction of our requirements at the time of the conclusion of the contract. In case of any of the above events, the related delivery deadlines shall be extended automatically by the period of the respective event plus any necessary additional lead time. We shall notify the Customer as to any such event without undue delay and at the same time shall provide notice of the likely new delivery deadline.

由于涉及不可抗力或合同签署时无法预见且舍弗勒不负有责任的其他事件的情形（如任何形式的运营中断、火灾、自然灾害、天气、洪水、战争、暴动、恐怖主义、交通延误、罢工、合法停工、劳动力短缺、能源或原材料短缺、因任何必要官方许可证的授予而导致的延误情形以及任何权力机关/主权国家采取的措施）而导致舍弗勒无法履约或迟延履行，舍弗勒对此不承担任何责任。上述事件还包括舍弗勒供应商的错误交货或迟延交货行为，且舍弗勒对此不负有任何责任，并为了满足合同签署时舍弗勒各项要求已就上述供货与该供应商正式签署适当协议。发生上述任何事件时，交货期限将自动延长，延长时间相当于相关事件持续期间加上任何必要的额外备货时间。舍弗勒应在发生任何该等事件后无不当延迟地通知客户，并应同时告知客户预计的新的交货期限。

3. In the event that we are not able to deliver within four (4) months after the delivery deadline, either party is entitled to withdraw in full or part from the contract with respect to the performance affected by the events; we shall refund according amounts already paid by the Customer without undue delay.

若舍弗勒未能在交货期限届满后四（4）个月内交货，任何一方均有权撤销受相关事件影响的全部或部分合同的履行；舍弗勒应无不当延迟地退还客户已支付的相应款项。

4. Default in relation to any delay in delivery shall be determined in accordance with the provisions of applicable law. In any case the Customer shall be required to serve us with notice of default. If, as the result of any default, damage resulting from the delay is incurred by the Customer, the Customer shall be entitled to claim damages from us for such delay. The amount of such damages shall be 0.5% of the net price for each full week of delay but no more than a maximum of 5% of the value of the respective part of the total delivery which, as a result of the delay, cannot be used in time or cannot be used in accordance with the respective contract. Any exercising of this right to claim damages must be made in writing and shall be binding. By exercising this right to claim damages for default delay the Customer waives any right to claim further compensation for any damage caused by the default delay in delivery. In lieu of the compensation for default delay the Customer may claim for the actual damage caused by the default delay in delivery in accordance with the provisions of Clause X hereunder.

任何迟延交货行为是否构成违约行为，应根据适用的法律规定予以确定。在任何违约情形下，客户均必须向舍弗勒送达违约通知。若客户因舍弗勒违约迟延交货而招致任何损害，客户有权就此向舍弗勒索赔。每迟延一周，舍弗勒应支付的违约赔偿金额为所涉货物净价的 0.5%，但该违约赔偿金总额最高不得超过总交货中因该等迟延交货而无法及时使用或无法根据相关合同约定使用的那部分货物价值的 5%。此项索赔权的行使必须以书面形式作出，且应具有约束力。一旦就违约迟延交货行使此项索赔权，即表明客户放弃就违约迟延交货造成的任何损害要求进一步赔偿的任何权利。如果客户不针对违约迟延交货提出赔偿要求，则客户可根据本通用条款第十条规定就违约迟延交货实际造成的损害提出索赔。

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5. Insofar as it is agreed with the Customer that a fixed quantity shall be delivered within a fixed period ("completion period") and the Customer has the right to specify the date for each delivery, the deliveries shall be requested at least twelve (12) weeks before the desired delivery date. Upon expiration of the completion period, we may deliver and charge the Customer for any quantities not yet requested.

若舍弗勒与客户约定将于一段固定期限内（“完成期限”）内交付固定数量的货物，且客户有权指定每次交货的日期，则客户应在期望交货日前至少十二（12）周提出交货要求。完成期限届满后，舍弗勒可交付尚未要求交付的任何数量的货物，并向客户收取相应费用。

6. We shall be entitled to make part deliveries in the event that (a) a part delivery can be used by the Customer in terms of the agreed purpose of the contract, (b) the provision of the remaining performance has been ensured and (c) the Customer shall not incur any significant additional costs due to the part delivery.

在下列情形下，舍弗勒有权交付部分货物：(a) 客户可将该部分交货用于合同约定的目的；(b) 舍弗勒已确保会交付剩余货物；并且 (c) 该部分交货不会导致客户产生任何巨大额外成本。

VII. PAYMENTS

七、付款

1. Payments shall be made without any deductions to one of our bank accounts within 30 days of receipt of invoice. An invoice shall be deemed to have been received within three (3) days of sending unless the Customer is able to prove otherwise. We are entitled, even in relation to ongoing transactions, at any time to require payment in advance in whole or in part for any delivery. Such a requirement shall be communicated by us to the Customer in our order confirmation at the latest.

客户应在收到发票后三十（30）日内将发票金额全额汇至舍弗勒的银行账户，不得作任何抵扣。除非客户能够提供相反证明，否则发票应在发出之日后三（3）日内视为已被收悉。即使对于正在进行的交易，舍弗勒仍有权随时要求就所交付的任何货物提前支付全部或部分货款。舍弗勒最迟应在出具订单确认书中告知客户该要求。

2. The Customer shall be deemed to be in default in relation to any payment as soon as the Customer fails to pay by the agreed payment date unless payment has been delayed as a result of circumstances for which the Customer is not responsible. In case of default in payment, the Customer shall pay the applicable legal statutory interest on the purchase price in default. We further reserve the right to assert additional rights and claims arising from damage due to default.

若客户未能最迟在约定付款日支付相关款项，即视为客户违约，但因客户不负有责任的情形而导致延迟付款的除外。逾期付款的，客户应就逾期未付的货款支付所适用的法定利息。此外，舍弗勒保留主张客户违约所致损害而产生的额外权利和索赔的权利。

3. The Customer shall be entitled to set-off or claim a right of retention only if (a) the Customer's counterclaim is undisputed or legally established in a way that cannot (any longer) be appealed or challenged, or (b) in case of any legal proceedings the judgment becomes effective or (c) if such exists on the basis of reciprocity (synallagma) in relation to the main claim.

仅在以下情况下，客户才有权抵销货款或主张扣留货款权：(a) 客户的反索赔不具有争议性或由于不得（再）上诉或提出异议而合法成立；或者 (b) 若诉诸任何法律程序，其判决生效；或者 (c) 就主索赔而言，基于互惠原则（对双方具有约束力）客户有权抵销货款或主张扣留货款权。

VIII. RETENTION OF TITLE

八、所有权保留

1. Any goods for which payment has been made in advance shall not be subject to a retention of title. Otherwise, we shall retain title to all goods delivered by us until such time as the full purchase price has been paid (goods subject to retention of title). If goods subject to retention of title are processed or transformed by the Customer, any such processing or transforming shall be deemed always to be carried out on our behalf as the manufacturer and on our account and we shall directly acquire ownership or, if the processing or transforming is undertaken with materials from of several owners or, if the value of the newly-created object is greater than the value of the goods subject to retention of title, co-ownership (part ownership) of the newly-created object in proportion to the value of the goods subject to retention of title (gross price of invoice). In the event that we do not acquire ownership or co-ownership as described above for whatever reason, the Customer hereby transfers its future ownership or, (to the proportionate extent described above) co-ownership in the newly-created object as a security; we hereby accept this transfer. If the goods subject to retention of title are combined with other items which we do not own or, are mixed or blended, we shall acquire co-ownership in the newly-created object in proportion to the value of the goods subject to the retention of title (gross price of invoice) to the value of the other combined, mixed, or blended items at the respective time of such being combined, mixed or blended; if the goods subject to retention of title are the main object, we shall acquire sole ownership. If one of the other items is considered to be the main object, the Customer hereby transfers title to the co-ownership of the unified item to us in the proportion set out above provided that the Customer is the owner. We hereby accept this assignment. The Customer shall keep and retain possession of any sole ownership or co-ownership rights to any item for us free of charge.

已提前付款的任何货物不适用所有权保留。除此之外，对于舍弗勒交付的所有货物，在客户全额支付货款前（适用所有权保留的货物），舍弗勒对其保留所有权。如果客户对适用所有权保留的货物进行加工或改造，任何该等加工或改造应始终视为由客户代表作为制造商的舍弗勒且为了舍弗勒而进行，舍弗勒应直接获得所有权。如果该等加工或改造货物时使用了来自其他多个所有人的原材料，或者若新产生物品的价值高于适用所有权保留的原货物价值，则舍弗勒应直接按新物品价值与适用所有权保留的货物价值（发票总价）之比获得相应比例的共有权（即部分所有权）。如果舍弗勒出于任何原因未获得上述所有权或共有权，客户在此向舍弗勒转让其将来对新物品的所有权或（按上述比例确定的）共有权作为担保；舍弗勒特此接受该转让。如果适用所有权保留的货物与非由舍弗勒所有的其他物品相结合或混合，舍弗勒应按照适用所有权保留的货物（发票总价）与其他已被结合或混合的物品分别在结合或混合之时的价值的比例，获得对新物品的共有权；如果适用所有权保留的货物为新物品的主体部分，则舍弗勒应独享所有权。如果任何其他物品被视为新物品的主体部分，且客户为该物品的所有人，则客户在此向舍弗勒转让其按上述比例在新物品中享有的共有权；舍弗勒特此接受该转让。客户应免费为舍弗勒保留对任何物品的独享所有权或共有权。

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2. The Customer shall have the right to use, process/transform, combine, mix and/or sell the goods subject to retention of title in the course of ordinary business until such time as the enforcement of a right of retention of title. The Customer hereby assigns to us as security any rights to receive payment it may have against its customers from a resale of the goods subject to retention of title as well any other claims of the Customer may have concerning the goods subject to retention of title and any other claims against its customers or third parties regardless of the legal basis for such (in particular claims based on tortious acts or insurance matters) and covering all account balances, based on our co-ownership share if we hold co-ownership rights to the goods subject to retention of title. We hereby accept this assignment.
客户有权在正常业务过程中使用、加工/改造、结合、混合和/或出售适用所有权保留的货物，直至行使所有权保留的权利之时。如果舍弗勒对适用所有权保留的货物享有共有权，作为担保，客户在此按照舍弗勒的共有权占比向舍弗勒转让其可就转售适用所有权保留的货物而对其客户收取货款的任何权利，以及客户可就适用所有权保留的货物享有的任何其他请求权，以及客户可针对其客户或第三方享有的任何其他索赔权，无论该等索赔（特别是基于侵权行为或保险事项的索赔）基于何种法律依据，且包括所有账户余额。舍弗勒特此接受该转让。
3. We herewith authorise the Customer on its own account, but subject to any subsequent revocation by us, to collect on our behalf the claims assigned to us. Our right to collect these claims on our own shall not be affected hereby. Notwithstanding the above, we shall not collect the claims ourselves and shall not revoke any authorisation to collect claims provided that the Customer satisfies its payment obligations to us (and in particular is not in default with any payment) and provided that no application to commence insolvency proceedings in relation to the assets of the Customer has been filed in any court or other body and on condition that there is no impairment to the ability of the Customer to duly perform. In case that of any one or more of the above events occurring, we shall be entitled to require that the Customer discloses to us the assigned claims and the respective debtors and that further the Customer notifies the respective debtors of the assignment (such notification may also be undertaken by us directly at our discretion) and provides to us over all documents and information required to assert the claims.
舍弗勒特此授权客户以自己的名义代为收取其转让给舍弗勒的索赔款项，但舍弗勒以后可撤回该授权。舍弗勒自行收取索赔的权利应不受影响。尽管有前述规定，在满足下列所有条件的情况下，舍弗勒不应自行收取索赔款项，也不应撤回就收取索赔款项作出的任何授权：(i) 客户已向舍弗勒履行付款义务（尤其是，不存在任何逾期付款行为）；(ii) 无任何人针对客户资产向任何法院或其他机构申请启动资不抵债程序；并且 (iii) 客户适当履约的能力并未减损。若发生上述任何一种或多种情形，舍弗勒不仅有权要求客户披露被转让的索赔款项以及相关债务人，还有权要求客户通知相关债务人该转让行为（舍弗勒可自行决定直接通知债务人），并向舍弗勒提供主张该等索赔所需的所有文件和信息。
4. If requested by the Customer we shall release any goods subject to retention of title and any substitute items or claims insofar as the retention of a right of security is no longer necessary. In such case the selection of the goods to be released from the retention of title shall be undertaken by us at our discretion.
经客户要求，只要不再有必要保留担保权，舍弗勒即应释放适用所有权保留的任何货物以及任何替代品或索赔款。在此情形下，释放哪些适用所有权保留的货物应由舍弗勒自行选择。

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5. The Customer shall not have any right to pledge, transfer or assign as a security any goods subject to a retention of title. If goods subject to a retention of title are accessed or confiscated by any third party, the Customer shall in each case expressly notify such party of our ownership and notify us in writing without undue delay to allow us to pursue and protect our ownership rights. If a third party is unable to reimburse our costs related to any court or out-of-court proceedings, the Customer shall be liable to us for these costs.

客户无权对适用所有权保留的任何货物进行质押、出让或转让，以作为担保。如果适用所有权保留的货物被任何第三方使用或没收，在任何情形下，客户均应明确告知该方舍弗勒对该等货物的所有权，并应无不当延迟地以书面形式通知舍弗勒，以便舍弗勒行使并保护其所有权。如果第三方未能偿付舍弗勒因任何庭内或庭外法律程序产生的费用，客户应负责向舍弗勒支付该等费用。

6. Insofar as the mandatory legal provisions of the respective country do not allow for a retention of title in terms of Clause VIII sections 1 to 5, but do recognise other rights to secure claims arising from invoices of the supplier, we hereby reserve such rights. The Customer shall provide support in relation to any measures available to us to protect our rights of ownership or other substitute rights in relation to the goods subject to retention of title.

如果相关国家的强制性法律规定不允许存在第八条第 1 款至第 5 款中的所有权保留条款，但承认保护供应商发票引起的索赔的其他权利，则舍弗勒特此保留该等权利。客户应提供支持以使舍弗勒采取其可采取的一切措施，来保护舍弗勒对适用所有权保留的货物享有的所有权或其他替代权利。

IX. WARRANTY

九、保证

1. Any statutory right of Customer with respect to quality issue in the goods and defects of title shall apply only insofar as no alternative or supplementary provisions are contained in these GTSD.

只要本通用条款中不存在任何替代或增补条款，客户就货物质量问题和所有权瑕疵享有的任何法定权利都将适用。

2. Unless otherwise expressly agreed, (a) our products and services comply exclusively with the statutory requirements applicable in the People's Republic of China; and (b) the Customer alone shall be responsible for integrating products into its in-house technical, structural and organisational systems (Customer's responsibility of system integration). The parties agree that typical signs of wear and tear to the goods resulting from normal use and age do not constitute quality issue.

除非双方另有明确约定，(a) 舍弗勒产品和服务仅遵守在中华人民共和国适用的法律要求；并且 (b) 客户应自行负责将产品整合到其内部技术系统、结构性系统和组织系统内（即客户的系统整合责任）。双方约定，因正常使用及使用寿命导致产品出现典型磨损迹象不构成质量问题。

3. Unless acceptance procedures have been expressly agreed between the parties, the Customer shall undertake to inspect the delivered goods without undue delay upon receipt at the premises of the Customer or a designated third party and the Customer shall further notify us of any qual-

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ity issue without undue delay. To satisfy the requirement of not being in delay, any notification of quality issue shall be sent within seven (7) working days of the delivery date or, where a quality issue was not detectable during inspection, within no more than three (3) working days of the actual detection of the quality issue. Notwithstanding the above, if any quality issue not apparent at inspection was or ought to have been reasonably apparent to the Customer at an earlier date in the normal course of usage than the date it was actually detected, the notification periods set out above shall be deemed to run from the earlier date on which the quality issue should have been detected. If the Customer fails to undertake a correct and timely inspection and/or notification of any quality issue, our warranty obligations and other liabilities for the related quality issue are hereby excluded unless we have fraudulently concealed such quality issue. 除非双方之间明确约定验收流程，客户应保证收到货物后立即在其营业场所或指定第三方的营业场所对所交付的货物进行检查，并且客户还应在发现任何质量问题后无不当延迟地告知舍弗勒。为避免延迟，任何质量问题通知应在交货日后七（7）个工作日内发出，或者若为检查时无法发现的质量问题，则应于实际发现质量问题后不超过三（3）个工作日内发出。尽管有前述规定，对于检查时的任何不明显质量问题，如果在被实际发现之日以前于客户正常使用过程显现或已经合理显现则上述通知期限应视为自本应发现该质量问题之日起算。如果客户未正确，及时检查货物和/或发出任何质量问题通知，舍弗勒的保证义务以及对相关质量问题的其他责任应特此排除，除非舍弗勒利用欺骗手段隐藏该质量问题。

4. Upon our request the Customer shall return any alleged goods with quality issue to us without undue delay and such shall initially take place at the expense of the Customer. In case a notification of quality issue proves to be justified, we shall reimburse the Customer for the cost of the least expensive transport method; such reimbursement shall not cover any costs incurred due to the goods being at a location other than the location of intended use.
应舍弗勒要求，客户应无不当延迟地向舍弗勒退还被指称存在质量问题的任何货物，且客户应先承担由此发生的相关费用。如果某质量问题通知被证明是正当合理的，舍弗勒应向客户偿付最便宜的运输方式产生的成本；该偿付不应包含因货物位于其意图使用地点以外的任何地点而产生的任何成本。
5. Insofar as any claim of the Customer arises against us as a result of goods with quality issue, we shall, at our reasonable discretion, either rectify the quality issue at no charge or deliver qualified substitute goods at no charge (hereinafter collectively called "subsequent performance"). The Customer must give us sufficient time and opportunity to provide the subsequent performance required at our discretion. Our right to refuse any subsequent supplementary performance under the conditions set down by statutory law shall not be affected hereby.
若客户因货物存在质量问题向舍弗勒提出任何索赔，舍弗勒应，依自身合理判断自行决定，免费纠正该质量问题或免费交付合格的替代品（以下合称为“后续履行”）。客户必须给予舍弗勒足够的时间和机会，以便其自行决定实施必要的后续履行。舍弗勒在法律规定条件下拒绝进行任何其他后续补充履行的权利不受影响。
6. If the subsequent performance proves not to be successful or if such is not performed within a reasonable period as determined by us or, if such is dispensable under the provisions of statutory law, the Customer may withdraw from the contract or reduce the purchase price for the goods with quality issue. Notwithstanding the above, a right of withdrawal shall not apply with respect

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to any claim for minor quality issue. The right of the Customer to claim damages due to goods with quality issue shall be governed by Clause X of these GTSD.

若后续履行经证明不能成功救济关于质量问题的违约，或后续履行未于舍弗勒确定的一段合理时间内完成，或者根据法律规定不必要这么做，则客户有权解除合同或减少存在质量问题的货物之价款。尽管有前述规定，合同解除权不适用于客户提出的轻微质量问题。客户就存在质量问题的货物提出索赔的权利应适用本通用条款第十条之规定。

7. Any right to claim for quality issue shall expire 24 months after delivery of the goods unless mandatory law requires a longer limitation period for such rights to claim.

就质量问题提出索赔的权利时效应为交付货物后 24 个月，但强制性法律对该索赔权规定更长时效的情形除外。

X. LIABILITY FOR DAMAGES

十、 损害赔偿责任

1. Unless otherwise stated in these GTSD, we shall assume liability for breach of contractual and non-contractual duties in accordance with the provisions of applicable law.

除本通用条款另有规定外，舍弗勒应根据所适用的法律之规定就违反合同义务和非合同义务承担责任。

2. Any contractual and non-contractual claim for damages on the part of the Customer and which result from a defect in the goods shall expire after a period of 24 months from the date of the delivery of the goods, unless applicable mandatory law provides for a longer limitation period.

客户就货物缺陷而享有的任何合同和非合同损害赔偿请求权时效为货物交付之日后 24 个月，但适用的强制性法律规定更长时效的情形除外。

XI. GUARANTEE / PROCUREMENT RISK

十一、 担保/采购风险

1. Any provision of a guarantee or a risk of procurement by us must be made by way of an express written agreement designated as such.

舍弗勒提供担保或承担采购风险，均须采用相应的书面担保协议或采购风险承担协议。

2. Both parties agree that any information provided in catalogues, printed documents, advertising materials and other general forms of information shall not at any time constitute a guarantee or assumption of a risk of procurement.

双方约定，产品目录、印刷文档、广告材料中的任何信息以及其他一般形式的信息在任何时候均不构成一项担保或对采购风险的承担。

XII. USE OF SOFTWARE

十二、 软件的使用

1. If the scope of any delivery includes software, the Customer shall receive a non-exclusive, non-transferable right to use the software exclusively in connection with the goods designated for use with the software, such right being for the finite period set out in the delivery contract and not sub-licensable without our written consent.

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销售与交货通用条款

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如果任何交货之范围涵盖软件，客户应获得一项非排他性且不可转让的软件使用权利，但软件只能用于被指定与软件结合使用的货物；该项权利有限的期限，具体期限在交货合同中订明；未经舍弗勒书面同意，不得对该项权利进行分许可。

2. The Customer shall not duplicate, process or decompile the software without our permission unless such is required under mandatory law. The Customer shall not remove any details of the producer, especially any copyright identification marks, or modify such without our prior written express consent. All other rights to the software, including any copies thereof, are reserved by us.

未经舍弗勒允许，客户不得对软件进行复制、加工或反向编译，但强制性法律要求这么做的情形除外。未经舍弗勒事先书面明确同意，客户不得移除生产商的任何详细信息（特别是任何著作权识别标志），或对该等详细信息进行更改。对软件（包括其任何拷贝件）的所有其他权利均由舍弗勒保留。

XIII. DUTY TO NOTIFY IN CASE OF MEASURES RELEVANT TO PRODUCT SAFETY LAWS

十三、 采取与产品安全法律相关措施时的通知义务

In the event that any measures relevant to product safety laws are carried out at the premises of or against the Customer in connection with our products (e.g. monitoring of market activities by the authorities, such as a returning of goods or a recall order) or if the Customer intends to carry out such measures (e.g. report to market monitoring authorities), the Customer shall notify us in writing without undue delay.

如果就舍弗勒产品在客户场所或针对客户采取与产品安全法律相关的任何措施（如主管当局市场监管行为，例如退还产品或召回令），或者客户计划采取该等措施（如上报给市场监管当局），则客户应无不当延迟地书面通知舍弗勒。

XIV. MISCELLANEOUS

十四、 其他条款

1. The place of performance for deliveries shall be the location or warehouse from which we undertake the delivery.
履行交货的地点应位于舍弗勒交付货物的始发地或始发仓库。
2. Any dispute arising from or in connection with the business transactions and contracts mentioned in Section 1 of Clause I hereunder shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. (exceptional circumstance: if the seller/supplier of the business transactions/contracts is Schaeffler Group legal entity registered in Hong Kong, China, and the buyer/customer of such business transactions/contracts is a legal entity/natural person registered/has domicile outside the territory of Chinese Mainland, then any dispute arising from or in connection with such business transactions/contracts shall be submitted to Hong Kong International Arbitration Centre ("HKIAC") for arbitration at Hong Kong in accordance with the arbitration rules of the HKIAC then in force) The language of arbitration shall be either Chinese or English. The arbitral award is final and binding upon both parties.

General Conditions of Sale and Delivery
of the Schaeffler Group
舍弗勒集团

销售与交货通用条款

SCHAEFFLER

因本通用条款项下第一条第 1 款中提及的业务往来和合同引起的或与之相关的任何争议，应提交中国国际经济贸易仲裁委员会（“贸仲”），按照申请仲裁时现行有效的贸仲仲裁规则进行仲裁（例外情形：若业务往来/合同的卖方/供应商为舍弗勒集团在中国香港注册的法律实体，且该业务往来/合同的买方/客户为注册/惯常居住于中国大陆（内地）区域以外的法律实体/自然人，则应将因此引起的或与之相关的任何争议提交香港国际仲裁中心（“港仲”）按照届时有效的港仲仲裁规则在香港进行仲裁）。仲裁语言为中文或英语。仲裁裁决是终局的，对双方均有约束力。

3. The contractual relationship shall be governed by the laws of the People's Republic of China (exceptional circumstance: the contractual relationship shall be governed by the laws of Hong Kong Special Administrative Region of the People's Republic of China if the seller/supplier of such contractual relationship is Schaeffler Group legal entity registered in Hong Kong, China, and the buyer/customer of such contractual relationship is a legal entity/natural person registered/has domicile outside the territory of Chinese mainland) to the exclusion of the conflict of laws. The application of UN Sales Law (CISG) is hereby expressly excluded.
合同关系适用中华人民共和国法律（例外情形：若合同关系的卖方/供应商为舍弗勒集团在香港注册的法律实体，且该合同关系的买方/客户为注册/惯常居住于中国大陆（内地）区域以外的法律实体/自然人，则该合同关系适用中华人民共和国香港特别行政区法律），排除适用冲突法。《联合国国际货物销售合同公约》（CISG）明确排除适用。
4. In the event that any provision of these GTSD is or becomes void or ineffective in part or in whole, the effectiveness of the remaining provisions shall not be affected thereby. To the extent that any provision did not become part of the contract or is ineffective, it shall be replaced with an effective provision that most closely reflects the commercial intent of the parties.
如果本通用条款的任何条款之全部或部分无效或变得无效，其他条款的效力不应受到影响。如果任何条款未成为合同的一部分或无效，则应使用最能反映双方商业意图的有效条款替代该项条款。
5. We hereby give notice that personal data shall be stored only in compliance with the provisions of the law and shall be processed only in connection with business transactions. The Customer hereby gives its consent to such processing.
舍弗勒在此通知客户，个人数据应仅按照法律规定进行存储，且应仅为开展业务往来之目的进行处理。客户特此同意可为上述目的处理个人数据。