

**I. 一般规定和适用范围**

1. 本销售和交货一般条款(编号: 1/2013)应排他地适用于雷德贺和买方之间的所有业务关系。买方的任何采购条件或其他一般条款在此都应被视为与之抵触而不予适用。
2. 如果买方和雷德贺之间存在总协议,则本销售和交货一般条款应适用于该总协议以及单独的采购订单。

**II. 报价; 报价文件; 合同订立**

1. 雷德贺的报价不具约束力。与报价有关的文件如图示、图纸、重量规格和尺寸应仅作为大概估量之用,除非其已经由雷德贺以具有约束力的书面形式予以确定。在雷德贺向买方提供与所采购标的物有关的任何图纸或技术文件的情况下,该图纸或文件仍将是属于雷德贺所有的财产。
2. 买方所下订单对买方具有约束力。雷德贺进行的任何交货或出具的任何发票应被视为对各订单的接受,除非雷德贺已经以书面形式确认了订单。
3. 雷德贺的书面确认取决于订单和协议的内容,除非买方书面通知撤销订单。该规定尤其适用于以口头或电话形式下订单或订立协议的情况。如果雷德贺在七天内未收到前述订单撤销通知,则该撤销将不再被立即接受。

**III. 书面形式**

以电传或电子邮件作出的声明亦是符合本销售和交货一般条款所规定的书面形式的有效形式。雷德贺和买方各自遵守该书面形式规定的相应声明亦应以书面形式作出。

**IV. 价格; 支付条件**

1. 除非另行规定,雷德贺的价格以人民币表示,买方应以人民币或任何双方另行约定的外币支付。所有记述的价格均为净价。价格不包括以法定税率征收的增值税、运输费用、海关、邮寄、包装、保险或其他费用。包装将以初始成本计费,其退回成本排除在外。
2. 雷德贺有权仅在采购价款预先支付的同时履行其义务。雷德贺发票的剩余金额不应作任何扣除地在发票日起的最初十四天内支付,除非双方之间另有约定或雷德贺的报价/承诺函另有规定。支票或汇票将仅在提交时才予以接收;雷德贺有权随时退回支票或汇票;支票或汇票被兑现或相应金额存入雷德贺银行账户后,支票或汇票才被接受。买方应承担由支票或汇票所导致的所有费用和支出。如果买方违反对雷德贺的付款义务,所有现有的买方债务则成为立即到期应付。
3. 雷德贺有权就买方延迟付款,自到期日起,按人民币相应期间的中国银行同业拆借利率("CHIBOR")加上8%计收利息。任何额外的主张,特别是与买方违约事件有关的主张,不应受影响。
4. 买方若在收到雷德贺发票后三十天内未提出书面异议,则视为其接受了该票。雷德贺将在每张发票上指出该项规定。

**V. 买方财务状况恶化**

1. 如果合同签订后发生下列某一事件,或者该事件在合同签订前发生但直到合同订立后才为雷德贺所知,则雷德贺有权主张最高额为买方所同意价格的预付款支付,撤销任何已约定或保证的暂缓支付的权利,并有权退回任何流通中的汇票。前述规定在如下事件发生时适用
  - 买方提起针对买方自身的资不抵债、破产或重组的司法或非司法程序申请,或者针对买方资产的资不抵债、破产或重组的司法或非司法程序已经启动或者该程序的启动因资产不足而被撤销
  - 银行或信用报告机构提供书面资信报告,证实买方缺乏信誉或者其财务状况恶化或者其支票或汇票被拒付或退回
  - 买方在与雷德贺的其他交易项下付款违约。
2. 如果买方在雷德贺所述的合理延期期间内未能满足雷德贺关于预先付款的合法要求,即使雷德贺已经声明在该延期期间到期后拒绝买方的任何履行,雷德贺仍有权解除合同或就雷德贺未履行的合同部分主张赔偿损失以替代履行。

**VI. 抵销和留置权**

1. 如果雷德贺对任一项反请求有异议,或该反请求尚未经法院审判最终确凿地认定为到期应付,则不允许对该反请求进行抵销。
 

买方在同一合同项下不得就任何反请求行使留置权,除非该反请求已由雷德贺认可,或该反请求已经法院审判最终确凿地认定为到期应付。
2. 仅在缺陷通知经雷德贺和买方毫无疑问地认可的情况下,买方才有权利就该缺陷通知保留货款支付。

**I. General Provisions and Scope of Application**

1. The entire business relationship between Lederer and the Purchaser shall be exclusively subject to the General terms and conditions of Sale and Delivery No. 1/2013. Any conditions of purchase or other general terms and conditions of the Purchaser are hereby contradicted. They shall not apply.
2. If there is a general agreement between the Purchaser and Lederer, these General Terms and Conditions of Sale and Delivery shall apply to the general agreement as well as to the individual purchase order.

**II. Offer; Offer Documents; Conclusion of a Contract**

1. Our offers are non-binding. Documents pertaining to the offer like illustrations, drawings, weight specifications and dimensions shall be regarded only as an approximate value, unless they have expressly been fixed by Lederer in a binding written form. If Lederer provides the purchaser with any drawings or technical documentation regarding the object of purchased goods, they will remain property of Lederer.
2. Orders placed by the Purchaser are binding to the Purchaser. Any delivery or invoice of Lederer shall be regarded as an acceptance of the respective order, unless Lederer has confirmed the order in writing.
3. The written confirmation of Lederer is subject to the content of orders and agreements unless the Purchaser gives a written notice of cancellation of orders. This shall apply in particular to orders and agreements made orally or by telephone. Such written notice to Lederer will no longer be accepted as promptly if it is not received by Lederer within seven days.

**III. Written Form**

The required written form provided in these General Terms and Conditions of Sale and Delivery shall be also valid for a statement which has been made by telefax or email.

The written form shall be required if Lederer and the Purchaser have made corresponding statements each complying with these written form provisions, too.

**IV. Prices; Terms of Payment**

1. Unless otherwise provided the prices of Lederer are specified in RMB and the Purchaser shall pay in RMB or any foreign currency agreed otherwise by both parties. All stated prices are net prices. The prices do not include VAT at the statutory rate, transportation charges, customs, postal charges, packing, insurance or other expenses. Packing will be charged at original costs; its return is excluded.
2. Lederer shall be entitled to perform only concurrently against prior payment of the purchase price. The rest of Lederer's invoices shall be payable within 14 days for the beginning of the invoice date without any deduction, unless otherwise agreed upon between the parties or stated in Lederer's offer/ acceptance letter. Checks or bills of exchange will only be accepted against presentation; Lederer shall be entitled to return them at any time; they shall be accepted as soon as they are charged and irrevocably credited to Lederer's bank account. The Purchaser shall bear all costs and expenses which result from a check or a bill of exchange. If the Purchaser defaults in any payment obligation towards Lederer, all existing claims against the Purchaser shall become due immediately.
3. Lederer shall be entitled to charge interest for delayed payment from the date due at a rate of eight percentage points above the China Interbank Offered Rate ("CHIBOR") quoted for the corresponding maturity period for RMB. Any additional claims – in particular in respect of events of default on the part of the Purchaser – shall remain unaffected.
4. Lederer's invoices shall be deemed to be accepted if the Purchaser does not object in writing within 30 days as of receipt of the invoice. Lederer will point to this provision with each invoice.

**V. Deterioration of the Purchaser's Financial Situation**

In case of the following events or in case such events have occurred before conclusion and does not become known to Lederer after conclusion of the contract, Lederer shall be entitled to claim advanced payment up to the agreed price from the Purchaser as well as to revoke any respite for payment that has been agreed upon or which has been guaranteed and to return any bill of exchange in circulation. This shall apply in case of the following events:

- The Purchaser files an application of judicial or extrajudicial insolvency, bankruptcy or composition proceedings against the Purchaser or a judicial or extrajudicial insolvency, bankruptcy or composition proceedings regarding the Purchaser's assets is initiated or the initiation of such proceeding is dismissed for the lack of assets.
  - There is a written credit report provided by a bank or a credit reporting agency certifying the Purchaser's lack of creditworthiness or a relevant deterioration in financial circumstances or that a check or bill of exchange is dishonored or protested;
  - The Purchaser is in default of payment in the context of another transaction with Lederer.
2. If the Purchaser does not meet Lederer's legitimate demand for advanced payment within an appropriate extension period of time stipulated by Lederer, though Lederer has announced to refuse any performance by the Purchaser after expiry of this period, Lederer shall be entitled to withdraw from the contract or to claim compensation for damages in lieu of performance with respect to the part of the contract not yet performed by Lederer.

**VI. Set-off and Right of Retention**

1. Set-off against any counterclaim is not permissible if the respective counterclaim is disputed by Lederer and has not finally and conclusively been established as due for payment by a court of law. The Purchaser shall not be entitled to enforce a right of retention against any counterclaim under the same contract, unless such counterclaim is admitted by Lederer or has finally and conclusively been established as due for payment by a court of law.
2. The Purchaser shall only be entitled to retain payments due to a notice of defects if the notice of defects is justified according to Lederer and the Purchaser beyond any doubt.

## VII. 履行地

除非另有规定，交付、服务和支付的履行地均为雷德贺的营业地。

## VIII. 发货；风险转移；保险和验收

1. 不论发货地点在何处，自货运开始和/或开始发货之时风险转移给买方，即便系部分交付和/或雷德贺已经保证提供进一步的服务，如承担交付费用或在买方运行地交付、安装和/或投入运行。然而该风险转移规定在由雷德贺的雇员进行运输或者雷德贺的该等雇员引起了遗失或损坏的情况下不适用。如果发货和/或验收由于买方的请求或由于雷德贺责任范围以外的原因而延误，则货物将被储存，费用和 risk 由买方承担。在此情况下，风险应在发货准备就绪的通知之日转移给买方。
2. 交付以雷德贺的名义，由雷德贺选择通过铁路、邮寄、货运代理业务或安排自有货车进行运输并进行适宜的包装。
3. 仅在买方要求的情况下才需购买运输保险，投保任何买方要求的可保风险，特别是盗窃和运输损毁，保险费用由买方支付。任何运输损毁应毫无延误地通知雷德贺。买方应与运输承运方合作安排所需的手续，特别是向第三方追偿的情况下。针对任何在可容忍限度内的商业贸易中惯常的破损或缺不得提出主张。
4. 只要部分交付被视为可被买方所接受，则雷德贺有权进行部分交付并单独就该部分要求支付。但是，除非双方事先约定，买方无权要求部分交付。
5. 在雷德贺有义务接受包装材料回收的情况下，买方应承担回收费用/支出。

## IX. 交付日期；交付内容；交付违约；履行义务免除；需求性采购

1. 交付日期和期限仅在经雷德贺书面确认后才有约束力。
2. 仅确定期间长度的交付期的起始点应为就所有合同细节达成协议之日结束时，但不早于雷德贺接受各订单之时，不早于买方提供其应提供的所有必要文件和批准之时，亦不早于约定应由买方支付的预付款被雷德贺收到之时。如果交付发生在约定期间内，即交付期届满前，或者在无法或无意发货的情况下，雷德贺已经告知买方其无法及时发货，则关于交货期间的规定已得到遵守。
3. 交货义务以及雷德贺交货期的遵守取决于雷德贺的供应商合适及时的交付。如果雷德贺分供商的交货配套从属于雷德贺与买方之间的交易，而雷德贺分供商未能履行其在该配套交易项下的义务，则雷德贺有权解除合同。
4. 雷德贺有权进行部分交付，只要该部分交付不低于合理的最低数量。除非另行明确约定，买方无权要求部分交付。
5. 买方有权检查并签署交付通知。买方对此的任何异议应毫无延误地以书面方式告知雷德贺。否则，根据已签署的交付通知所交付的数量应视为被认可。
6. 若由于不可抗力、战争、叛乱、罢工、封锁、机器故障、材料短缺或其他雷德贺无法影响的事件而造成交付延误，只要妨碍事由存在，雷德贺应被免除交付义务，且雷德贺有权自行选择立即解除合同。买方不得就由于不可抗力引起的原因所造成的交付延迟提出任何主张。如果该延迟持续超过三个月并阻碍了合同义务的正常履行，买方有权解除合同但不得提出任何进一步的主张。解除合同的权利应限制适用于合同尚未履行的部分，除非买方对合同已履行部分不再具有任何利益。
7. 货物待发货且买方已被告知发货准备就绪，雷德贺的交付义务即被视为履行完毕。货物根据合同约定离开雷德贺工厂同样视为雷德贺的交付义务履行完毕。如果发货由于可归责于买方的原因而迟延，则发货准备就绪的通知发出之时即视为雷德贺遵守了交付期的相关规定。约定或另行适用的交付期间和日期应按照买方未能履行其在现有业务关系范围内或其他合同项下的义务的期间进行延期计算。
8. 如果雷德贺交付延迟，雷德贺应在符合下列额外条件的前提下，仅负责按下文第十二节第6条规定的条件并在其范围内进行赔偿  
- 如果雷德贺仅出于轻微过失而交付违约/延迟，则就每一整周的延迟，买方的违约赔偿主张应限于各批交货价值的0.5%且总额不得超过各批交货价值的5%。雷德贺保留证明交付延迟是否导致任何不便或损失的权利，由此限制买方提起违约赔偿主张的权利。买方在交付延迟系由于雷德贺故意或重大过失行为造成的情况下方可提出进一步的主张  
- 在交付延迟的情况下，如果买方已经就雷德贺的补救性履行设定了合适宽限期（预先设定，最少四周）的情况下，买方有权主张以损害赔偿以替代履行和交货宽限。但是，买方有权设定少于四周的合适宽限期，只要不少于四周的期限按国际商业实践惯例被视为不可为买方所接受  
- 任何解除合同的权利及买方提出的任何赔偿主张都仅适用于合同尚未履行的部分，除非买方对合同已履行部分合理地不再具有利益。- 由于违约损失或由于履行不能所产生的针对雷德贺的赔偿主张在法定时效开始一年到期后即失去时效

## VII. Place of Performance

Unless otherwise provided the place of performance for deliveries, services and payments is Lederer's place of business.

## VIII. Dispatch; Transfer of Risk; Insurance and Acceptance

1. Regardless of the place of dispatch the risk shall pass over to the Purchaser as soon as the shipment and/or dispatch of the delivery will start. Even in case of partial deliveries and/or if Lederer has undertaken to perform further services, like delivery charges or delivery and installation and/or putting into operation at the Purchaser's operating place. However, this shall not apply in the event that transports will be effected by Lederer's own employees or if any loss or damage will be caused by these employees. If the dispatch and/or the acceptance is delayed due to the Purchaser's request or for reasons without Lederer's responsibility, the items will be stored at the Purchaser's expense and risk. In this case the risk shall pass to the Purchaser on the day of notification when the goods will be ready for dispatch.
2. Deliveries are sent by railroad, mail, freight forwarding business or own trucks and suitable packaging on behalf of and choice of Lederer.
3. A transport insurance shall only be contracted upon request of the Purchaser, against any insurable risk requested by the Purchaser, in particular against theft and transport damages, and shall be charged to its expenses. Lederer shall be notified about any transport damages without any delay. The Purchaser shall arrange all formalities requested in cooperation with the transport carrier especially in case of recourse action against third parties. In case of any breakages or shrinkages that remain within tolerable limits as it is customary in trade, any complaints cannot be made.
4. Lederer shall be entitled to send partial deliveries and charge them separately, as long as the respective partial delivery is considered to be acceptable to the Purchaser. However, the Purchaser shall not be entitled to demand partial delivery, unless agreed upon in advance.
5. If and to the extent Lederer is obliged to accept return of packaging material, the Purchaser shall bear the expenses/costs for such return.

## IX. Delivery Date; Delivery Contents; Default in Delivery;

### Exclusion of the Obligation to Perform; Purchase on Demand

1. Delivery dates and deadlines shall only be binding if confirmed by Lederer in writing.
2. A period of delivery that is only determined by its length shall start with the end of the day on which an agreement upon all contractual details has been reached, but not before Lederer has accepted the respective order and not before supplying all obligatory documents and approvals from the Purchaser and not before receipt of an advanced payment of the Purchaser, as agreed upon. Delivery times shall be complied with in case the item has been dispatched within the stipulated period of time, i.e. before expiry date or – in case the item cannot be dispatched or is not meant to be dispatched – Lederer has informed the purchaser of the inability to dispatch in time.
3. The obligation to deliver and the delivery period of Lederer are subject to a proper and in-time delivery on the part of Lederer's suppliers. If Lederer has concluded a matching cover transaction and its subcontractor has failed to perform its obligations under such transaction, Lederer shall be entitled to withdraw from the contract.
4. Lederer shall be entitled to send partial deliveries, provided these partial deliveries do not decrease the reasonable minimum. The Purchaser shall not be entitled to demand partial deliveries, unless otherwise expressly agreed upon.
5. The Purchaser shall be obliged to inspect and sign the delivery note. Any objections shall be raised to Lederer in written form without delay. Otherwise, the quantity delivered as per signed delivery note is regarded as acknowledged.
6. Delivery delays due to force majeure, war, insurgency, strike, lockout, machine failure, shortage of material or other events that cannot be influenced by Lederer shall release Lederer from the obligation to deliver as long as the hindrance exists and shall entitle Lederer to immediate withdrawal from the contract by its own choice; any claims of the Purchaser due to delayed deliveries for any reason caused by force majeure shall be excluded.  
If such delays persist more than three months, and prevent the due performance of the contractual obligations, the Purchaser shall be entitled to withdraw from the contract, excluding any further claims of the Purchaser. The right to withdraw from the contract shall be limited to the unperformed part of the contract unless the Purchaser is not interested in the part of the contract yet performed anymore.
7. Lederer's performance shall be regarded as accomplished as soon as the delivery is ready for dispatch and the Purchaser has been informed about the readiness of dispatch; it also shall be considered as accomplished as soon as the goods leave Lederer's plant as provided in the contract. If the dispatch is delayed for reasons within the purchaser's scope of accountability, the delivery period is regarded as met as soon as the readiness for dispatch is notified.  
Delivery periods and dates agreed upon or otherwise applicable shall be extended for the period in which the Purchaser is not able to fulfill his obligations – within the scope of a current business relationship also of obligations under other contracts.
8. If Lederer is in delay of delivery, Lederer shall only be liable to pay compensation under the conditions and to the extent set forth below in section XII subsection 6, however, subject to the following additional conditions:  
- If Lederer is in default/delay of delivery caused by slight negligence only, the purchaser's claims for default damages shall be limited to a compensation amounting to 0.5 % of the respective delivery value counting for each full week of delay, but not more than 5 % of the respective value of the shipment. Lederer reserves the right to prove whether any inconvenience or damage has occurred from the delay in delivery which will restrict the purchaser's right to claim for default damages. Further claims of the Purchaser shall exist only if the delay in delivery is caused by intentional misconduct or gross negligence on Lederer's part.  
- In events of delay of delivery the Purchaser is entitled to claim compensation for damages in lieu of performance instead of grace delivery if it had set an appropriate grace period for supplementary performance only if he has fixed period of grace of minimum four weeks in advance, whereas the Purchaser however is entitled to give Lederer an appropriate period of less than 4 weeks as far as a period of not less than 4 weeks minimum is considered to seem unacceptable to him according to international customary business practice.

-上述有关责任限制的规定不得适用于对买方生命、身体或健康的伤害及因雷德贺、其法定代表人或代理的故意或重大过失所造成的财产损失；另外，在违约的情况下，如果双方约定了一个固定的交易，上述关于期限的规定亦不适用。

9. 提出需求的订单仅在先前所述的验收期间内进行验收。如果各验收期限未确切述明，该期限应在合同订立后十二个月到期。所订购的货物应以月平均的大概数量被验收。如果验收未能在约定的期限内进行，雷德贺有权在未进一步通知的情况下交付任何成品货物或将该成品货物进行仓储，费用由买方承担。另外，雷德贺有权就该货物验收设定宽限期，声明在该宽限期到期时买方应就拒绝验收承担责任。如果在此情况下，宽限期到期且无任何实际补救行为发生，雷德贺有权在终止履行其交付义务的同时解除合同并就尚未履行的合同部分主张损害赔偿以替代履行。

#### X. 买方验收违约

1. 在买方就货物验收存在全部或部分违约的情况下，雷德贺有权解除合同或主张损害赔偿以替代履行，但此权利的行使限于合同尚未履行的部分且前提是雷德贺设定合适宽限期，声明在该宽限期到期时买方应就拒绝验收承担责任且该宽限期已经到期且无任何实际补救行为发生。雷德贺因买方验收违约所享有的法定权利不受影响。

2. 买方应将应与被验收但未验收的货物有关的雷德贺的存货成本、仓储费用和保险支出退还给雷德贺。但是，雷德贺无义务就任何仓储货物进行投保。

#### XI. 货物条件；额外履行和履行不足

1. 只有在合同中明确约定的特性和质量才属于保证范围。口头陈述和雷德贺文件（特别是样品、尺寸、DIN-/ISO-GB规定、性能规格和其他与交付货物的条件有关的信息）中的陈述仅作为说明使用，不得被视为经担保的特性或其中包含任何保证。若使用的材料已在合同中详细约定，此仅是对符合规格作出的保证，并不保证材料符合合同目的。只有在严重不符的情况下，雷德贺才有义务告知。

2. 雷德贺保留供应在条件、尺寸和其他特性方面存在偏差的订购货物的权利，如果该偏差在技术层面上是必须的话。

雷德贺将告知买方将发生的上述偏差。在此情况下，如果各项变更并不影响产品的使用，买方无权提起质量保证主张。

3. 雷德贺保留交付多于或少于所订购数量最多10%的货物的权利，并且，雷德贺对尺寸、重量、说明和规格方面存在的偏差不承担责任，只要所交付的货物的使用性并未受到影响且根据国际商业实践惯例未因任何其他原因而被视为系买方所不可接受的。

#### XII. 责任和赔偿

1. 买方提出质量担保和缺陷主张，应依据《中华人民共和国合同法》第九章及相关司法解释的规定履行其义务，检查和投诉并向雷德贺提供该主张的书面通知。任何投诉应在收货后七天内提出。关于潜在缺陷的通知应在发现缺陷后立即书面发出。如果买方未能适当并按时地发出缺陷通知，则买方无权就其告知的情况主张权利，除非雷德贺存在欺诈。

2. 经要求，买方应立即将应该存在缺陷的适当数量的货物提供给雷德贺进行检验和测试，以核实雷德贺或第三方提出的缺陷和/或质量担保主张，但雷德贺应承担运费。

3. 买方由缺陷和/或其质量担保主张所产生的权利应按照国家法律规定进行认定，只要买方给予雷德贺至少四周的合适宽限期进行补救性履行。但是，在特定情况下，买方可以决定少于四周的合适宽限期，如果至少四周的期限按国际商业实践惯例被视为不可为买方所接受的话。在买方返还缺陷货物之前补救性履行期限不得开始计算，但是雷德贺应承担运费。

如果缺陷只影响雷德贺所交付的一部分货物，则买方解除合同和主张损害赔偿以替代履行的权利应限于所交付的货物中存在缺陷的部分，除非该限制按国际商业实践惯例不可能实现或被视为不可为买方所接受。针对货物或服务缺陷所提出主张应限于下文本章第6条所规定的范围。

4. 由外部影响、不恰当安装或处理、不充分运行或保养、腐蚀或正常磨损所引起的损害不属于质量保证范围。另外，在发生氢脆的情况下，不得提起缺陷和/或质量担保主张，特别是如果已经对各产品做过特别的处理和敷层的话。在此情况下，货物应被视为具有当今技术水平并符合紧固件规格，即性能等级至少为12.9（数值代表最低抗拉强度以及下抗屈强度与公称抗拉强度的比值）的紧固件在一般情况下具有氢脆的风险，性能等级为10.9的紧固件在大部分情况下可能发生氢脆而性能等级为8.8的紧固件的氢脆为极端情况。另外，由于弹簧钢紧固件发生氢脆的危险在此情况下无法排除，因此不得提起与之有关的缺陷主张。

- Any right to withdraw from the contract as well as any claim for compensation on behalf of the Purchaser refer only to the part of the contract not-yet performed, unless the Purchaser has reasonably no interest in the part of the contract that has already been performed.

- Claims for compensation against Lederer resulting from default damages or the exclusion of the obligation to perform due to impossibility shall become statute-barred one year upon expiry as from the beginning of the statutory limitation period.

- The above-stated provisions regarding limitation of liability shall not apply to damages to life, body or health of the Purchaser as well as to property damages caused by intentional misconduct or gross negligence on behalf of Lederer, its legal representatives or agents, moreover in events of default they shall not apply if a fixed transaction has been stipulated.

9. Orders on demand will only be accepted when specified before. If the respective acceptance period is not specified exactly, it shall expire twelve months after conclusion of the contract. The ordered goods shall be accepted in approximate equal monthly quantities. If acceptance is not made within the period agreed upon, Lederer shall be entitled to deliver any completed consignments without further notice or store them at the Purchaser's expense. Moreover Lederer shall be entitled to set a grace deadline for acceptance of the goods under penalty in case of refusal of acceptance upon expiry of the given period. If the grace period expires inefficaciously in that case, Lederer shall be entitled to withdraw from the contract while terminating its obligation to deliver and claim compensation for damages in lieu of performance in respect to the part of a contract not-yet performed.

#### X. Default in Acceptance of the Purchaser

1. In case of default in acceptance in whole or in part on behalf of the Purchaser, Lederer shall be entitled either to cancel the contract or claim compensation for damages in lieu of performance, but limited to the part of the contract not-yet performed and provided an appropriate grace period specified by Lederer under penalty of refusal of acceptance upon expiry of the period has expired inefficaciously. The statutory rights of Lederer due to default in acceptance remain unaffected.

2. The Purchaser shall refund Lederer's inventory costs, warehouse charge and insurance expenses regarding goods being due to acceptance but not being accepted. However, Lederer shall not be obliged to insure any stored goods.

#### XI. Condition of the goods; supererogation and short performances

1. Characteristics and qualities shall only be guaranteed if they have been expressly agreed upon in the contract. Oral statements as well as statements included in Lederer's documents, especially samples, measurements, DIN-/ISO-GB regulations, performance specifications and other information regarding the condition of the delivery item are only matter of specification and shall not be regarded as guaranteed characteristics nor do they include any warranty. As far as the used materials have been contractually specified, this shall only warrant the compliance with such specifications and not the suitability of the materials for contractually purposes. Lederer shall only be obliged to notify in the event of obvious unsuitability.

2. In case of technology-induced necessity, Lederer reserves the right to supply the ordered items with deviations in condition, dimension and other characteristics.

Lederer will notify the Purchaser of any of such deviations that will occur. In this case the Purchaser shall not be entitled to claim any warranty, if and to the extent that the respective changes do not affect the usability of the products.

3. Lederer reserves the right to deliver up to 10 % below or above the quantity ordered and will not hold responsible for deviations in measurements, weights, illustrations and specifications, as far as the items delivered are not influenced in their usability and are not regarded as unacceptable to the Purchaser for any other reasons according to international customary business practice.

#### XII. Liability and compensation

The warranty and deficiency claims of the Purchaser are subject to the compliance with its obligations set forth in chapter 9 of the Contract Law of the People's Republic of China and the relevant judicial interpretations to examine and file complaints and provide Lederer with a written notification of this. Any complaint shall be made within a limitation period of seven days from receipt of delivery. Notification of concealed defects shall be sent in writing immediately after discovery. If the Purchaser fails to give a proper and punctual notice of defect, the Purchaser shall not be entitled to assert any claims resulting from the circumstances announced, unless Lederer has acted fraudulently.

2. The Purchaser shall provide Lederer on request with an appropriate quantity of the items supposed to be defective for inspection and tests to be made for verification of deficiency and/or warranty claims by Lederer or a third party promptly, whereas Lederer shall bear the respective delivery charges.

3. The Purchaser's rights resulting from deficiency and/or his warranty claims shall be determined by the statutory provisions, provided that the Purchaser grants to Lederer an appropriate period of time for supplementary performance of at least four weeks, whereas the Purchaser may determine an appropriate period of less than four weeks in a given case, provided that a period of at least four weeks is regarded as unacceptable for him according to international customary business practice. The period stipulated for supplementary performance shall not commence before the Purchaser has returned the defective items, whereas Lederer shall bear the delivery charges. If the defect affects only a part of the items delivered by Lederer, the Purchaser's right to withdraw from the contract and to claim compensation for damages in lieu of performance is limited to the defective part of the delivery, unless this limitation is impossible or unacceptable for the Purchaser according to international customary business practice. Deficiency claims regarding goods or services are limited to the extent determined in the following subsection 6.

4. Damages caused by outer influence, inappropriate installation and handling, inadequate operating or maintenance, corrosion or normal wear and tear are excluded from warranty. Moreover no deficiency and/or warranty claims shall arise if hydrogen embrittlement occurs, in particular if a special treatment or coating of the respective product has been made. In these cases it shall be deemed in accordance to the current state of the art and the specifications of fasteners that the risk of hydrogen embrittlement using a least class of 12.9

5. 雷德贺对给买方生命、身体或健康造成的伤害以及因其故意或重大过失所造成的财产损失所应承担的责任不得被排除或限制。

对任何其他损害，雷德贺仅在其或其法定代表人之一或其代理具有故意或重大过失的情况下才承担责任。

如果雷德贺仅因轻微过失而造成损害，其仅在违反重大合同义务的情况下才承担责任，且赔偿范围限于合同签订时合理可预见的，就合同标的而言的特定损失。

除此之外，买方就违约、侵权或任何其他法律事由所提起的赔偿主张都应被排除。

上述责任限制不适用于经保证的质量、特征或特性的不足，如果该保证的目的是为了防止给买方带来货物或服务本身损害以外的任何其他损失。

如果雷德贺的责任被排除或限制，该限制应同样适用于其员工、工人、雇员和受托代理人的个人责任。上述的责任限制亦应在任何情况下适用于间接损失。但是，上述责任限制不适用于《中华人民共和国产品质量法》规定的主张。

6. 如果一项缺陷通知不成立，则买方有义务赔偿雷德贺因该缺陷通知所产生的任何必要的和合理的费用。否则，在消除损害的情况下，雷德贺有义务承担为消除缺陷所产生的所有费用，包括但不限于运输、道路、人力和材料支出，只要这些支出并非由于采购货物被运至履行地以外的其他地点而产生。

7. 质量保证期在采购和交付合同项下为风险转移时起两年，而在二手销售的情况下为风险转移时起一年。在从事特定工作和服务的合同项下，质量保证期为接受履行时起两年，不论是否已经正式表明接受或默认接受。

8. 不论本销售和交货一般条款项下有何相反规定，买方的非直接和间接损失应被排除出雷德贺的责任范围且雷德贺在本销售和交货一般条款项下因违约所应承担的责任总额，包括但不限于损失赔偿额和违约金，最高应限于相关货物合同价值的100%

### XIII. 所有权保留；担保

1. 交付的货物直至来自于买方的所有现有或将来的供货需求所对应的货款全额付清之前仍系雷德贺的财产。

2. 雷德贺所交付货物的加工或更改应始终以雷德贺的名义代表雷德贺而作出，但雷德贺无加工或更改义务。如果雷德贺交付的产品与其他不属于雷德贺所有的货品进行加工，则雷德贺应按加工当时雷德贺所交付货品的发票金额与其他经使用的货品的发票金额之间的比例享有对新产品的共同所有权。如果雷德贺的产品与其他动产相连接构成一项整体性产品而该其他动产作为主物，则买方应按比例将产品所有权转让给雷德贺，只要买方对前述主物拥有所有权。

雷德贺根据上述规定拥有（共同）所有权的货物以下简称“保留货物”。

3. 买方有权在正常业务过程中销售保留货物，并将保留货物作为新产品的部件使用。买方已预先将因组件销售或根据任何其他法律事由所产生的就保留货物所享有的债权全部或按各经出售或加工的产品共有比例转让给雷德贺。如果该债权包含于现有的发票金额中，则转让的债权金额应包括未偿付的余款。前述转让应为第一位的。

4. 在保留撤销权利的前提下，雷德贺授权买方代表雷德贺收取各项已转让的债权金额。

买方有义务在债务到期应付时，将任何收取的金额立即转交给雷德贺。如果雷德贺的债权尚未到期，买方应分别存档和记录所收取的金额。

雷德贺自行收取债权金额的权利不受影响。但是，只要买方履行收取货款之后的支付义务并且买方在货款支付方面并无违约特别是未有针对买方的破产/资不抵债申请，未有停止付款的声明做出，则雷德贺无义务收取相应债权金额。但是，在此情况下，买方有义务将已转让债权和债务人披露给雷德贺，向雷德贺提供相关文件，告知雷德贺货款收取所必须了解的细节；另外，买方有义务告知第三方债务人有关债权转让的事实，但雷德贺亦有权自行告知第三方债务人该项转让。买方转售、加工、混合和组装任何保留货物的权利应在停止付款或司法或非司法的破产/资不抵债申请被受理时期满终止，即便雷德贺未撤销前述权利，并且买方不再有权收取雷德贺的债权金额。

5. 买方有义务将任何第三方就保留货物或已转让债权所提出的主张和权利立即告知雷德贺，并应承担所有必要的干预或抗辩的费用。

6. 买方应尽其注意照管保留货物，特别是应自负费用，确保货物足够维持原有价值，免受火灾、水灾或偷盗行为的侵害。

7. 如果买方违反了合同约定，特别是在付款违约的情况下，雷德贺有权取回保留货物，由买方承担费用，或者要求买方放弃其所享有的对第三方的权利并将债权转让给雷德贺。雷德贺取回保留货物或添附保留货物的权利并不意味着解除合同，除非雷德贺作出书面明确声明。

(= minimum tensile strength and relation of the lower yield strength to the nominal tensile strength) exists in general, at 10.9 in the majority of cases and at 8.8 in extreme cases. Moreover no deficiency claims shall arise regarding hydrogen embrittlement on spring steel items, as this danger cannot be excluded in this case.

5. Lederer's liability for damages arising from injury of the life, body or health of the Purchaser and property losses due to willful act or gross negligence, shall neither be excluded nor limited.

Lederer's liability for any other damages is subject to an intentional or gross negligence on behalf of Lederer or one of its legal representatives or agents.

In case Lederer has only caused damage due to slight negligence, Lederer will only be liable for a violation of essential contractual obligations and is limited to damages reasonably foreseeable at the time of the conclusion of the contract and typical to the subject matter of contract.

Apart from that the Purchaser's claims for compensation due to violation of contract, tort or any other legal basis shall be excluded.

The above-stated limitation of liability shall not apply if any guaranteed qualities, characteristics or attributes are missing, if and to the extent the guaranty's purpose was to prevent the Purchaser from any damages not occurring in the goods or services themselves. As far as Lederer's liability is excluded or restricted, this limitation shall also apply to the private liability of its employees, workers, staff and vicarious agents. The above-stated limitation of liability shall also apply to consequential damages in any case. However, the above-stated limitation of liability shall not apply to claims under the terms of the Product Quality Law of the People's Republic of China.

6. If a notice of defect turns out to be unjustified, the Purchaser shall be obliged to compensate all necessary and appropriate expenses arising to Lederer from the notice of defects. Otherwise in case of removal of the damage Lederer shall be obliged to bear all costs resulting from the removal of the defect, including but not limited to costs of transport, road, labor and material, as far as these costs do not increase due to the fact that the purchase item has been taken to somewhere else than the place of performance.

7. The warranty period amounts to two years as of the transfer of risk in the context of sales and delivery contracts and to one year as of the transfer of risk in the context of second hand sales. In the context of contracts for work and service the warranty period amounts to two years as of acceptance of performance, regardless of whether the acceptance has been stated formally or whether it is implied.

8. Notwithstanding any other provisions hereof to the contrary, the indirect and consequential losses of the Purchaser shall be excluded from the scope of Lederer's liability and the aggregate liability for breach to be assumed by Lederer hereunder, including but not limited to the compensation for loss and liquidated damages, shall be limited to a maximum amount equivalent to 100% of the contract value of the goods concerned.

### XIII. Retention of Title; Securities

1. The delivered goods remain Lederer's property up to full payment on all present or future demands to be received from the Purchaser.

2. Processing or modification of the goods delivered by Lederer shall always take place in the name and on behalf of Lederer, but without any obligations for Lederer. In case a product delivered by Lederer is being processed with other goods not belonging to Lederer, Lederer shall obtain co-ownership rights on the new product in proportion of the invoiced amounts of the delivered goods by Lederer to the invoiced amount of the other used goods at the time of the processing. In case Lederer's products are being connected with other moveable items to form one uniform product and if the other product is regarded as the principal product, the Purchaser shall transfer the pro-rata ownership to Lederer, provided and to the extent the Purchaser owns this principal product. Goods on which Lederer has a right of (co-)ownership according to the above-stated provisions are hereinafter referred to as retained goods.

3. The Purchaser shall be entitled to sell retained goods in the proper course of business as well as to use the retained goods as components of a new product. The Purchaser already assigns the claims arising from the sale of assembly or from any other legal basis of the retained goods in advance to Lederer, in total or in proportion to the (co-)owner ship ratio of the respective sold or processed product. If such claims are included in current invoices the assignment of rights must also include outstanding balance claims. The assignment shall be first-ranking.

4. Reserving the right of revocation Lederer empowers the Purchaser to collect the respective assigned financial claims on behalf of Lederer. The Purchaser shall be obliged to transfer any collected amounts immediately to Lederer, to the extent and as soon as the claims are due and payable. If Lederer's claims are not due for payment yet, the Purchaser shall document and record the collected amounts separately.

Lederer's right to collect the claims itself remains unaffected. However, Lederer is not obliged to collect such claims as long as the Purchaser fulfills its payment obligations resulting from the collection of payments and where there is no default in payment on behalf of the Purchaser especially no petition in bankruptcy/insolvency or where no stop in payments has been stated. However, if such cases occur, the Purchaser shall be obliged to disclose the assigned claims and the debtors to Lederer, to provide the relevant documents and to inform Lederer about all details necessary for the collection of payments; moreover the Purchaser shall be obliged to inform the third party debtors about the assignment of claims

whereas Lederer shall still be entitled to inform third party debtors about the assignment. The Purchaser's rights to resell, process, mingle or assemble any retained goods expire upon stoppage of payment or filing a judicial or extrajudicial application of bankruptcy/insolvency even without the revocation of Lederer and the Purchaser is no longer entitled to collect Lederer's payment claims.

5. The Purchaser shall be obliged to inform Lederer immediately about any third party claims and rights according to the retained goods or the assigned claims and shall bear all costs for necessary interventions or defense.

6. The Purchaser shall be obliged to handle the retained goods with care and especially to insure them at own costs sufficiently against fire, water or theft on basis of the original value.

8. 如果因产品销往国外，或因失去对所有权的保留或因任何其他原因而所有权保留失效，则买方有义务立即采取其他方式对保留货物进行担保或为雷德贺需求而提供另一种在外国采购方营业地可适用法律项下有效的，且在效用上与上述规定的所有权保留尽可能接近的担保。

#### XIV. 转让

1. 雷德贺有权转让由共同业务关系所产生的任何形式的对买方所享有的权利主张（包括但不限于雷德贺对于违约损害赔偿的主张）给第三方。
2. 中华人民共和国的法律排他性地适用于本销售和交货一般条款，排除国际货物买卖法律，尤其是《联合国国际货物销售合同公约》（CISG）以及其他国际规范法的适用。

#### XV. 管辖地；管辖法律

1. 由本销售和交货一般条款产生或与之有关的所有争议应提交至中国国际经济贸易仲裁委员会（“贸仲”）北京总会，由按照贸仲的仲裁规则所任命的一名或多名仲裁员，按照该规则通过仲裁最终解决。
2. 中华人民共和国的法律排他性地适用于本销售和交货一般条款，排除国际货物买卖法律，尤其是《联合国国际货物销售合同公约》（CISG）以及其他国际规范法的适用。

#### XVI. 法律有效性

1. 如果本销售和交货一般条款的任一规定无效或失效，则其剩余条款的效力不受影响。作为替代，相应的法律规定应适用。本销售和交货一般条款项下的各项规定绝不可能被买方的业务条款和条件所替代。
2. 对本合同的任何修订或补充应经雷德贺的书面同意。本规定同样适用于对该书面形式要求的放弃。
3. 相关的法律声明如解除、撤回通知、降价要求或损害赔偿要求应以书面形式作出才为有效。

#### XVII. 知识产权

买方应及时将第三方关于雷德贺所供应货物侵犯其知识产权的权利主张告知雷德贺、全力配合雷德贺，并允许雷德贺在任何程序中进行抗辩。在任何情况下，未经雷德贺事先书面同意，买方不得就任何该等权利主张做出和解。

对于按照买方工艺使用雷德贺产品、或买方将其他非由雷德贺供应的产品与雷德贺产品一起使用所引起的对第三方知识产权的侵犯或不正当竞争，雷德贺不承担任何责任。

#### XVIII. 保密

所有由雷德贺提供给买方的图纸、文档、操作数据、规格及其他信息、数据与材料(无论以口头、书面、电子文件或其他方式)，应仍为雷德贺专有和保密的财产，买方只能将其用于合同范围内的工作，不得用于与其他任何项目相关的场合。

未经雷德贺事先书面同意，该保密信息和数据不得在任何时间内向第三方透露或以其他方式提供给第三方。

未经雷德贺事先书面同意，买方不得自行或许可任何第三方，对雷德贺的产品进行反向工程、测量或其他技术性检查或测试。买方确定必须向其员工披露的某些保密信息，只有在以合同项下货物的运行、维护和维修为目的、且在“必须知道”的前提下向员工披露。

在不影响本合同其他特别条款的前提下，即使本合同到期或解除，本条款关于保密信息的约定仍然有效。

买方违反本条关于保密的规定的，雷德贺有权解除合同且买方应当赔偿雷德贺因此遭受的所有损失和损害。

自2013年1月起有效

7. If the Purchaser breaches the contractual provisions – particularly in events of default in payment – Lederer shall be entitled to take back the retained goods at the Purchaser's expense or to request the assignment of the Purchaser's claim for surrender against third parties. Taking back or attaching retained goods by Lederer does not mean termination of the contract, unless Lederer explicitly states it in writing.

8. If the retention of title is no longer valid due to sales into foreign countries or due to loss of retention of title or due to any other reason the Purchaser shall be obliged to immediately grant Lederer any other kind of security for the retained goods or another security for its demands which is valid under the applicable law of the foreign purchaser's place of business and comes as close as possible to the retention of title as stipulated in the above mentioned clauses.

#### XIV. Assignment

1. Lederer shall be entitled to assign any claims against the Purchaser arising from the joint business relationship of any kind whatsoever, including but not limited to Lederer's claims for default damages, to any third party.
2. However, assignment of any kind of claims of the Purchaser against Lederer shall be only permitted with Lederer's written consent.

#### XV. Place of jurisdiction; governing law

1. All disputes arising from or in connection with these General Terms and Conditions of Sale and Delivery shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) Beijing Commission and shall be finally settled under the Rules of Arbitration of CIETAC by one or more arbitrators appointed in accordance with the said Rules.

2. The laws of the People's Republic of China shall apply exclusively excluding the international sale of goods law, in particular the UN-Convention of Contracts for the International Sale of Goods (CISG), and any other standard international law.

#### XVI. Legal Effectiveness

1. If one of the provisions of these General Terms and Conditions of Sale and Delivery is or becomes ineffective, this shall not affect the effectiveness of the remaining provisions. Instead, the statutory provisions shall apply. On no account the respective provision in General Terms and Conditions of Sale and Delivery shall be replaced by the Purchaser's business terms and conditions.

2. Any amendments or additions to this contract require Lederer's written consent; this shall also apply to a waiver of this written form requirement.

3. Legally relevant statements like terminations, notices of withdrawal, request for price reduction or compensation for damage require the written form.

#### XVII. Intellectual Property Rights

The Purchaser shall promptly notify Lederer of any claim that the goods supplied by Lederer infringes any intellectual property rights of a third party and will fully co-operate with Lederer and permit Lederer to conduct the defense of any proceedings. Under no circumstances will the Purchaser settle any of such claims without the previous written consent of Lederer. Lederer shall have no responsibility for any infringement of any third party's intellectual property rights or unfair competition resulting from use of the goods with the Purchaser's process, or in combination with other products not supplied by Lederer.

#### XVIII. Confidentiality

All drawings, documents, operating data, specification, and other information, data and material provided to the Purchaser (whether supplied orally, in writing, electronically or otherwise) by Lederer shall remain the proprietary and confidential property of Lederer and shall be used by the Purchaser only with respect to the work covered by the contract and shall not be used by the Purchaser in connection with any other project. Such confidential information and data shall not be shown or otherwise made available to any third party at any time without Lederer's prior written consent. Nor the Purchaser itself shall, neither any third party is allowed to reverse engineering, to measure or otherwise technically examine or test Lederer's product without Lederer's prior written consent. Any such confidential information determined by the Purchaser must be disclosed to its employees and shall only be disclosed to them on a need-to-know basis for the operation, maintenance, and repair of the goods provided hereunder. Without prejudice to any specific provision in the contract this clause regarding confidential information shall survive the expiration or termination of the contract.

In case of the Purchaser's default under this clause on confidentiality, Lederer is entitled to terminate the contract and the Purchaser shall be liable for any and all losses and damages suffered by Lederer arising therefrom.

Effective January - 2013