



**GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT
OF FRONIUS INTELLIGENT EQUIPMENT CHINA CO., LTD.**

Applicable since 01/04/2023

伏能士智能设备（上海）有限公司

交货和付款条款

执行日期 2023 年 4 月 1 日

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A. GENERAL SECTION

概述

1. VALIDITY; DEVIATING PROVISIONS; WRITTEN FORM

生效；违反规定；书面形式

- 1.1 These Terms and Conditions of Delivery and Payment shall apply exclusively to all our deliveries, services and payments owed to us. These Terms shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

交货和付款的条款和条件仅适用于所有的交货、服务及应付款项。即使没有再次单独商定，这些条款也应适用于将来向客户提供的所有交付、服务或报价。

- 1.2 For contractual relationships with our parent company Fronius International GmbH (Austria) and contractual relationships with other subsidiaries of Fronius International GmbH their own General Terms and Conditions of Delivery and Payment apply in each case. An overview with links to the terms and conditions of the individual Group companies can be found under <https://www.fronius.com/en/overview-terms-and-conditions>.

与母公司伏能士国际(奥地利)有限公司的合同以及与伏能士国际有限公司其他子公司的合同，适用各自订单中交货和付款的一般条款和条件。在 <https://www.fronius.com/en/overview-terms-and-conditions> 网址上可以找到与各个集团公司的条款链接的概述。

- 1.3 Our Terms and Conditions apply only to businesses, legal entities under public law and special funds under public law. A business is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity.

我方的条款和条件仅适用于符合公共法律的商业主体、法律实体及特殊基金。商业主体是指具有法律行为能力的自然人、法人或合伙企业，在达成一项法律交易时，从事其商业或独立的专业活动。

- 1.4 Deviating or additional terms and conditions of business of the Customer are only binding on ourselves if we expressly acknowledge them in writing; in this case they shall only apply to the respective individual contract.

客户更改或附加业务条款经我方以书面形式明确认可后，对我方有约束力；在这种情况下，这些变更的条款和条件只适用于各自的单独合同。

- 1.5 Agreements concerning deviations from these General Terms and Conditions of Delivery and Payment or concerning addenda thereto are not valid unless agreed to in writing the same applies to deviations from the requirement of the written form.

除非书面同意，否则与这些交货和付款的一般条款更改或其附录相关的协议无效。这同样适用于与书面形式要求的更改。

- 1.6 Where in these Terms and Conditions the written form is required and unless otherwise stipulated, this requirement shall also be met in the case of communications sent via fax or

e-mail. However, individually negotiated contracts whose content is formed by these General Terms and Conditions of Delivery and Payment must always be agreed to in writing.

如果本条款和条件中要求书面形式，除非另有规定，否则通过传真或电子邮件发送的通信也应满足此要求。但是，由这些交货和付款的一般条款构成的单独谈判的合同必须始终以书面形式达成一致。

2. OFFERS; CONCLUSION OF CONTRACT

邀约；合同的订立

- 2.1 Our offers are nonbinding and subject to alteration, unless the offer makes express mention of a period where the offer is fixed.

除非邀约明确提及邀约确定的期限，否则我方邀约不具有约束力，可随时修改。

- 2.2 Information we provide concerning the object of the delivery or service (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) contains only approximations, unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but rather descriptions or indications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal requirements or that represent technical improvements as well as the replacement of components with equivalent parts are permissible provided they do not impair usability for the contractually intended purpose.

我方提供的有关交付或服务对象的信息(如重量、尺寸、实用价值、负载能力、公差和技术数据)以及我方对这些信息的表述(如图纸和插图)仅包含近似值，出于合同预期用途而要求精确数据除外。这些信息不保证质量，而是交付或服务的描述或指标。如果不损害合同预期用途的可用性，则允许出现行业惯例偏差、法律要求偏差或代表技术改进的偏差以及用等效零件替换组件。

- 2.3 Orders and changes to orders are only accepted by us when we have confirmed them. Confirmation shall include either receipt of a delivery note or invoice and the performance of the delivery or performance of services. If the Customer has objections to the content of a confirmation, the Customer must object to it immediately, at latest within three working days; otherwise the content of the confirmation shall be deemed to be accepted. The contract shall be concluded at the latest upon receipt of the delivery in accordance with our confirmation.

我方只有在确认订单和订单的变更后，我方才会接受。确认应包括收到送货单或发票以及交付或履行服务。如果客户对确认书的内容有异议，客户必须立即提出异议，最迟不得超过三个工作日，否则确认的内容应被视为接受。根据我方的确认，最迟应在收到货物后签订合同。

- 2.4 It is the Customer's responsibility to check the order and all contractual documents to ensure they are complete, correct and suitable for their intended purpose.

客户有责任检查订单和所有合同文件，以确保其完整、正确并适合其预期目的。

- 2.5 In the case of blanket order contracts, we agree a delivery quantity with the Customer which the Customer calls off within the agreed period. Call-offs must be received by us no later than six weeks before the beginning of the respective delivery month.

在签订一揽子订单合同的情况下，我方与客户商定交货数量，客户在高定的期限内取消交付。我方必须在不迟于各自交付月开始前六周收到取消通知。

3. PRICE AND PAYMENT CONDITIONS; OFFSETTING; RETENTION

价格和支付条件；抵销；保留

Our prices are quoted in RMB, excluding VAT

我方价格以人民币报价，不含增值税

The prices apply to the scope of services and deliveries stated in the order confirmations. Additional or special services will be charged separately.

价格适用于订单确认中规定的服务和交付范围。额外或特殊服务将另行收费。

- 3.1 Our receivables are due and payable immediately in cash or by bank transfer, without any deduction, free of charges and within 30 days from the invoice date. We reserve all our statutory rights in the event of default in payment.

我方应收账款应在发票日期后 30 天内以现金或银行转账的方式立即到期支付，不扣除任何费用。如果拖欠付款，我方将保留所有法定权利。

- 3.2 The Customer shall only be entitled to rights of set-off or retention insofar as its counter-claim has been legally established or is undisputed or the counter-claim is based on the same contractual relationship.

客户只有在其反请求已合法成立或无争议，或反请求基于相同合同关系的情况下，才有权享有抵销权和保留权。

We are entitled to offset our claims against the Customer's claims at any time.

我方有权在任何时候用我方的权利主张抵销客户的权利主张。

For the performance of works (assembly, repairs, maintenance and similar), we charge the hourly rates and material prices applicable at the time the services are completed; in the case of overtime and work performed at night, on Sundays and on public holidays, we also apply the surcharges applicable at our company; travel and waiting times are deemed to be working times. Travel expenses and daily and overnight allowances shall be invoiced separately. We will send price lists on request.

对于工程的实施(装配、维修、维护等)，我方收取服务完成时适用的小时费率和材料价格；对于在夜间、周日和公共假日加班和工作的情况，也适用于我方公司的附加费；旅行和等待时间被视为工作时间。差旅费和每日津贴及过夜津贴应单独开具发票。我方将应要求寄送价目表。

- ~~3.3~~ We are entitled to send invoices by post or email (e.g. as a PDF document) depending on the invoice type unless otherwise agreed.

除非另有约定，否则我方有权根据发票类型通过邮寄或电子邮件(如 PDF 文档)发送发票。

4. DELIVERY; TRANSFER OF RISK; DELAY IN DELIVERY; NON-AVAILABILITY OF SERVICE; DELAY IN ACCEPTANCE

交付；风险转移；迟延交付；服务不可用；延迟验收

4.1 We deliver FCA at our registered office (Incoterms 2020).

我方在注册办事处按照 FCA 交付(国际贸易术语解释通则 2020)。

4.2 Even if we undertake to ship at our own expense in individual cases, shipment shall always be at the Customer's risk. We will only arrange transport or breakage insurance on behalf of and for the account of the Customer. If shipping or delivery is delayed for reasons beyond our control, the risk shall pass to the Customer as soon as the Customer has been notified that the goods are ready for delivery.

即使我方承诺在个别情况下自费装运，装运风险也应始终由客户承担。我方将只代表客户办理运输保险或破损保险，费用由客户承担。如果因我方无法控制的原因导致装运或交付延迟，风险自客户收到货物可供交付的通知时立即转移至客户方。

4.3 The delivery period commences with the mailing of the order confirmation, while the performance period for installation, maintenance or repair work commences when the equipment is available for performance.

交付期始于订单确认书的邮寄之时，而安装、维护或维修工作的执行期始于设备可供执行之时。

4.4 The observance of dates and deadlines is always on condition that all commercial and technical issues between the parties have been clarified and that the Customer has met all its cooperation and performance obligations, including payment of an agreed down-payment. Otherwise, dates and deadlines shall be extended accordingly. We shall only be in default if we receive a written reminder from the Customer after the due date.

遵守日期和截止日期的前提条件是双方之间的所有商业和技术问题均已澄清，且客户已履行其所有合作和履行义务，包括支付约定的预付款。否则，日期和截止日期应相应延长。只有在到期日之后，我方收到客户的书面提醒后，我方才算违约。

4.5 If we are unable to meet binding delivery times for reasons beyond our control (non-availability of service), we shall inform the Customer of this without delay and at the same time, insofar as possible, notify the Customer of the expected new delivery time. If a new delivery time is not foreseeable or if the service is also not available within a notified new delivery time, we will inform the Customer of this immediately and are entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already paid by the Customer. A case of non-availability of service in this context shall be deemed to be the incorrect or late delivery of goods to ourselves by our supplier if we have concluded a congruent covering transaction, neither we nor our supplier are at fault, or we have no procurement obligation in the individual case.

如果由于我方无法控制的原因(服务不可用)，无法满足约束的交付时间，我方应立即通知客户，同时，尽可能通知客户预期的新交付时间。如果新的交付时间不可预见，或者如果在通知的新交付时间内无法提供服务，我方将立即通知客户，并有权全部或部分撤销合同；我方将立即退还客户已经支付的任何对价。如果我方已经达成一致的承保交易，我方或我方的供应商均无过错，或

者在个别情况下我方没有采购义务，则在这种情况下，无法提供服务应被视为我方的供应商向我方交付货物错误或出现延迟。

- 4.6 We are entitled to make partial deliveries if (a) the partial delivery can be used by the Customer within the scope of the contractual purpose, (b) delivery of the remaining ordered goods is assured and (c) the Customer does not incur any significant additional effort or costs as a result (unless we agree to bear these costs).

在以下情况下我方有权部分交付：(a)客户可以在合同目的范围内使用部分交货，(b)剩余订购货物的交付得到保证，以及(c)客户不会因此而产生任何显著的额外工作或费用(除非我方同意承担这些费用)。

- 4.7 We may withhold deliveries until such time as the Customer has paid all due claims arising from all business transactions.

在客户支付所有商业交易产生的所有到期主张之前，我方可能会暂停交付。

- 4.8 The Customer is obliged to accept the delivery item on the agreed delivery date or, if a delivery date has not been agreed, within one week of notification of readiness for shipping. If it has been agreed that delivery of the goods requires a blanket order by the Customer, the Customer must call off and accept the goods within three months of conclusion of the contract, unless otherwise agreed.

客户有义务在约定的交付日期接受交付物，或者，如果未约定交付日期，则在通知准备装运的一周内接受交付物。如果双方商定货物的交付需要客户一揽子订购，除非另有约定，否则客户必须在合同订立后三个月内取消并接受交付物。

- ~~4.9~~ If the Customer delays acceptance or fails to cooperate or if our delivery is delayed for other reasons for which the Customer is responsible, we shall be entitled to claim liquidated damages each overdue day at the rate of 1% of the payment of goods or 300 yuan per pallet of goods, If the liquidated damages are insufficient to make up for the actual losses of custody and storage, we reserve the right to claim higher damages and assert our legal claims (in particular, additional costs, revocation, termination of compensation.

如果客户延迟接受或不合作，或如果我方的交货因客户责任的其他原因而延迟，我方有权要求每逾期一天按照货款的 1%或每托盘 300 元的费率支付违约金，如果违约金不足以弥补保管和储存的实际损失，我方保留要求更高赔偿金的权利，并保留我方通过法律进行权利主张(特别是额外费用、撤销、终止赔偿)的权利。

- 4.10 If the Customer does not comply with its obligation to accept the goods even after setting a deadline, we are entitled to withdraw from the contract. Claims for damages remain unaffected by a withdrawal.

如果客户在设定期限后仍不履行其接受货物的义务，我方有权撤销合同。主张损坏赔偿的权利不受合同撤销的影响。

- 4.11 For the performance of works, the Customer shall provide us with the necessary auxiliary materials (e.g. electricity) in good time and free of charge, even if installation is included in the price or a lump-sum price has been agreed for this. Any necessary arrangements to be made by the Customer for the installation, e.g. structural measures, shall be completed before our installers arrive. If any transport required in this context cannot be carried out at ground level, the Customer shall provide the necessary aids and equipment (e.g.

counterbalanced lift truck, ramps, rails, winches) at its own expense. Furthermore, the Customer shall take the necessary safety precautions to protect persons and property.

为了保证工作的实施，客户应及时免费向我方提供必要的辅助材料(如电力)，即使安装费已包含在价格中或已就此达成了总价。客户为安装所做的任何必要安排，如结构措施等，应在我方的安装人员到达之前完成。如果这种情况下所需的运输过程不能在地面进行，客户应自费提供必要的辅助设备(例如平衡式起重车、坡道、轨道、绞车)。此外，客户应采取必要的安全预防措施来保护人员人身安全和财产安全。

5. FORCE MAJEURE

不可抗力

- 5.1 If our deliveries or services are prevented, hindered or disturbed by force majeure, we shall be released from our performance obligations for the duration and to the extent of its effect, even if we are in default.

如果我方的交付或服务受到不可抗力的阻止、阻碍或干扰，即使我方违约，在不可抗力影响的持续时间和范围内，我方也将被免除履行义务。

- 5.2 Force majeure is any event beyond our control which impairs our ability to fulfil all or part of our obligations; this includes, in particular, fire damage, flood, epidemics, industrial disputes, riots, acts of war or terrorism as well as operational disruptions or official orders for which we are not responsible. Force majeure also includes any instance where we do not receive, in good time, approvals from third parties required for the performance of deliveries despite these approvals having been applied for in good time.

不可抗力是指任何超出我方控制范围的事件，该事件会损害我方履行全部或部分义务的能力；这尤其包括火灾、洪水、流行病、劳资纠纷、骚乱、战争行为或恐怖主义以及我方不负责的运营中断或官方命令。不可抗力还包括我方没有及时收到履行交付所需的第三方批准的任何情况，尽管已经及时申请了这些批准。

- 5.3 If such events make the delivery or service significantly more difficult or impossible and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. In the case of hindrances of temporary duration, the delivery or service times shall be extended or the delivery or service times shall be postponed to the extent of the period of the hindrance plus a reasonable restart period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate written declaration.

如果此类事件使交付或服务变得非常困难或不可能进行交付，并且该阻碍不仅仅是暂时的，我方将有权撤销合同。如果出现暂时性的阻碍，应延长交付或服务时间，或者交付或服务时间应推迟至阻碍期外加合理的重新开始期。如果由于延迟，不能合理地期望客户接受交货或服务，客户可以通过立即书面声明的方式撤销合同。

6. RETENTION OF TITLE

所有权保留

- 6.1 We retain title to our goods (“reserved goods”) until all claims as well as future claims arising from the entire business relationship, including all ancillary claims, have been paid in full. In the case of running accounts, the reserved property shall be considered as security for the outstanding balance.

我方保留对我方货物(“保留货物”)的所有权,直到所有权利主张以及由整个业务关系产生的未来的权利主张(包括所有附属权利主张)全部付清。在未结账户中,保留财产应被视为未清余额的担保。

- 6.2 The Customer is entitled to sell goods subject to our retention of title in the course of its ordinary business operations with notification of the transaction to us and notification of retention of title to the buyer before selling. The Customer hereby assigns to us all claims arising from the sale, including all ancillary rights. We accept the assignment.

客户有权在其日常业务经营过程中出售受我方保留所有权约束的货物,在出售前向我方发出交易通知并向买方发出保留所有权通知。客户向我方转让销售中产生的所有可主张的权利,包括所有附属权利。我方对此接受。

- 6.3 The retention of title extends to products resulting from the processing, mixing or combining of our goods at their full value, with ourselves being deemed the producer. Where our goods are processed, mixed or combined with goods of third parties and such third parties have retained title, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the reserved goods.

所有权保留延伸至由我方的货物以其全部价值加工、混合或组合而成的产品,我方被视为生产者。如果我方的货物与第三方的货物加工、混合或组合,且该第三方保留所有权,我方将按照加工、混合或组合货物的发票价值比例获得共同所有权。在所有其他方面,与保留货物一样,该规定同样适用于该最终产品。

- 6.4 The Customer may not pledge the reserved goods or assign them as security. The Customer must notify us in writing when third parties access the reserved goods, in particular seizures Customer. The Customer is obliged to object to such seizures immediately, referring to our rights.

客户不得将保留货物质押或转让作为担保。当第三方获取保留货物时,客户必须书面通知我方,特别是需扣押客户。客户有义务根据我方的权利立即反对此类扣押。

- 6.5 In the event of default in payment, we shall be entitled to withdraw from the contract in accordance with statutory regulations and to demand the immediate return of the goods.

如果出现拖欠付款的情况,我方将有权根据法律规定撤销合同,并要求立即返还货物。

- 6.6 We undertake to release reserved goods and assigned claims to the extent that the realisable value of the items given as security exceeds 110% of the secured claim. The release shall be effected by transfer of ownership or reassignment.

我方承诺在作为担保的物品的可变现价值超过担保债权的 110%的情况下，解除保留的货物和转让的债权。这种解除应通过所有权转移或再转让的方式来实现。

- 6.7 The costs of repossessing and reselling the reserved goods shall be borne by the Customer. The costs amount to a flat rate of %5 of the resell proceeds including sales tax, unless we demonstrate higher costs or the Customer demonstrates that no or lower costs were incurred.

收回和转售保留货物的费用应由客户承担。这些费用按照包括销售税在内的转售收入的 5%的统一费率，除非我方证明成本更高，或者客户证明没有发生或发生了更低成本的情况。

7. WARRANTY

保修

7.1 SCOPE

范围

- 7.1.1 We warrant the quality and properties of our deliveries and services in accordance with the information provided in our offers or the technical specifications agreed in writing.

我方保证我方的交付和服务的质量和性能符合我方的报价中提供的信息或书面同意的技术规范。

- 7.1.2 If a service is provided on the basis of a specification and requirements of the Customer, we warrant only that the service has been carried out in accordance with the details supplied by the Customer, but not the correctness of the corresponding design, composition and construction.

如果服务是根据客户的规格和要求提供的，我方仅保证服务符合按照客户提供的细节要求，但不保证相应的设计、组成和结构的正确性。

- 7.1.3 Deviations in dimensions, weight or quality which are customary in the trade or which are to be tolerated in accordance with Austrian, EN or DIN standards shall be deemed to be in accordance with the contract and shall not constitute a defect. Lack of suitability for a purpose desired by the Customer shall only constitute a defect if we have expressly confirmed the suitability for this purpose in advance.

尺寸、重量或质量方面的偏差是行业惯例，或者是根据奥地利、EN 或 DIN 标准容许的偏差，这些偏差应被视为符合合同要求，不应构成缺陷。如果我方事先明确确认了客户所预期的目的的适用性，那么未达到客户期望目的时才构成缺陷。

- 7.1.4 We warrant the correctness of our processing instructions as well as our usage and operating instructions and our advice to the Customer. However, the Customer is alone responsible for compliance with statutory or other regulations when using the delivery item and for testing it for the intended purpose. We shall only be liable for instructions deviating from our written processing instructions and from our usage

and operating instructions if we have expressly confirmed them to the Customer in advance in writing or via fax or e-mail.

我方保证我方的加工说明、使用和操作说明以及给客户的建议的正确性。但是，客户为在使用交付物品时遵守法律或其他规定单独负责，并负责为预期目的对其进行测试。如果我方事先以书面形式或通过传真或电子邮件向客户明确确认，我方仅对与我方的书面处理说明以及使用操作说明相背离的说明负责。

7.1.5 We warrant to compliance with legal requirements of the PRC law. The production and manufacture of Our products may also comply, insofar as necessary, with legal requirements in the European Union (EU) when this has been expressly agreed..

我方保证遵守中华人民共和国法律的法律要求。如果明确同意，我方产品的生产和制造也可能在必要的范围内符合欧盟(EU)的法律要求。

7.1.6 In the case of corrective and preventive maintenance work, our warranty shall be limited to the services actually rendered.

对于纠正性和预防性维护工作，我方提供的担保服务应仅限于实际提供的服务。

7.1.7 We only warrant the correct overall functioning of an installation, machine, software or similar whose components were not all supplied by ourselves if we have undertaken – despite the provision of certain components by the Customer or by third parties – to manufacture the overall installation, machine, software or similar, and if faulty functioning is not attributable to incorrect or incomplete information from the Customer.

只有在我方已经承诺(尽管客户或第三方提供了某些组件)制造整体装置、机器、软件或类似设备，并且功能故障不是由客户提供的不正确或不完整信息造成时，我方才保证装置、设备、软件或类似产品的整体功能正确，即使组件并非全部由我方提供。

7.1.8 In the case of goods with digital elements or where we supply digital products, we are under no obligation to the Customer to update the digital product or element. However, where the Customer has resold goods with digital elements or digital products to a consumer, we shall see to it that the consumer is provided with updates necessary to ensure that the digital product or goods with digital elements satisfy the contract during the period that the consumer can objectively expect; the Customer shall be obliged to inform the consumer of such updates in an appropriate manner.

如果货物带有数字元件或我方提供数字产品，我方没有义务向客户更新数字产品或元件。但是，如果客户将带有数字元件的商品或数字产品转售给消费者，我方应确保向消费者提供必要的更新，以确保数字产品或带有数字元件的商品在消费者可以客观预期的期限内满足合同要求；客户有义务以适当的方式通知消费者此类更新。

7.1.9 For software, moreover, the provisions relating to software contained in the Special Section apply (see **B. I** below).

此外，特殊条款中包含的软件相关规定适用(见下文 **B. I**)于软件。

7.2 NOTIFICATION OF DEFECTS; BURDEN OF PROOF

缺陷通知；举证责任

- 7.2.1 The Customer shall carefully inspect the delivery items or services immediately after delivery or upon acceptance; they shall be deemed to have been approved by the Customer with regard to obvious defects if the Customer does not notify us in writing immediately, at latest within five working days (Monday to Friday excluding public holidays at the Customer's registered office) after delivery. With regard to other defects, the delivery items or services shall be deemed to have been approved by the Customer if the Customer does not notify us in writing without delay, at latest within five working days after the time at which the defect became apparent; if the defect was already apparent at an earlier time during normal use, this earlier time shall, however, be decisive for the commencement of the period for notification of defects. In the case of goods intended for installation or other further processing, an inspection must in any case take place immediately prior to installation or processing.
- 交付后或验收后，客户应立即仔细检查交付的项目或服务；如果客户没有立即书面通知我方，最迟在交货后的五个工作日内(周一至周五，客户注册办公室的公共假日除外),则应视为客户已经认可了明显的缺陷。关于其他缺陷，如果客户未及时书面通知我方，最迟应在缺陷出现后的五个工作日内，应视为交付的物品或服务已得到客户的认可；如果缺陷在正常使用期间的较早时间内已经出现，则该较早时间对于缺陷通知期的开始具有决定性。对于用于安装或其他进一步加工的货物，在任何情况下都必须在安装或加工前立即进行检验。
- 7.2.2 The notice of defects must contain the number and date of the order confirmation, delivery note or invoice as well as the serial and commission numbers. The notice must set out which delivered items or services are affected by the defects, what the defects consist of in detail, and under what accompanying circumstances these defects occurred. Every single defect must be exactly described.
- 缺陷通知必须包含订单确认、送货单或发票的编号和日期，以及序列号和佣金号。通知必须说明哪些交付的项目或服务受到缺陷的影响，缺陷的详细内容，以及这些缺陷是在什么样的情况下发生的。通知必须准确描述每一个缺陷。
- 7.2.3 If the notice of defect is unfounded and the Customer knows or should have known or negligently failed to recognise this, the Customer is obliged to compensate us for the expenses incurred for the inspection.
- 如果缺陷通知是没有根据的，并且客户知道或应该知道或由于疏忽未能认识到这一点，客户有义务赔偿我方因检查而产生的费用。
- 7.2.4 Obligations under commercial law to carry out inspections and notify defects remain unaffected.
- 商法规定的进行检查和通知缺陷的义务不受影响。
- 7.2.5 The Customer has to prove that defects coming to light during the warranty period were already present at the time of the transfer of risk.
- 客户必须证明在保修期内发现的缺陷在风险转移时已经存在。

7.3 WARRANTY PERIODS

保修期

- 7.3.1 Unless different periods are specified in part **B. Special Section** of these terms or otherwise separate agreements have been executed, claims of the Customer due to a defect shall be subject to a limitation period of twelve months from delivery or, where acceptance is required, from acceptance; this shall not apply to the claims referred to in Clause 7.3.3.

除非在 B 部分特殊条款中规定了不同的期限，或另外执行了单独的协议，客户因缺陷而提出的权利主张应受到自交付之日起 12 个月的时效限制，或在需要验收的情况下，自验收之日起执行。本规定不适用于第 7.3.3 条中提及的权利主张。

- 7.3.2 For a period of a further twelve months (from the beginning of the 13th month to the end of the 24th month from delivery or acceptance), we will voluntarily provide the Customer with the materials needed to rectify any defects free of charge. The provision of materials according to Sentence 1 shall neither suspend nor restart the limitation period for the claims covered by Clause 7.3.1.

在接下来的 12 个月内(从交付或验收后的第 13 个月开始到第 24 个月结束)，我方将免费向客户提供修复任何缺陷所需的材料。根据第 1 句提供的材料不得暂停或重新开始第 7.3.1 条涵盖的权利主张的时效期。

- 7.3.3 Claims for damages by the Customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty by us or our vicarious agents as well as claims for damages under product liability law, in particular under the 《中华人民共和国民法典》侵权责任编 Civil Code of the People's Republic of China-Book VII Tort Liability、《产品质量法》Product Quality Law of PCR、《工业产品质量责任条例》Regulations on Liability for Industrial Product Quality ~~Product Liability Act (*Produkthaftungsgesetz*)~~, shall become time-barred in accordance with the applicable statutory provisions.

因生命、肢体或健康伤害，或因我方或我方代理人故意或严重疏忽失职而导致的客户损害权利主张，以及根据产品责任法，特别是根据《中华人民共和国民法典》侵权责任编、《产品质量法》、《PCR 工业产品质量责任条例》的规定产生的权利主张，应根据适用的法律法规适用时效制度。

7.4 WARRANTY CLAIMS

保修权利主张

- 7.4.1 In the event of defects, we shall, at our discretion, remove the defect (through rectification or improvement) or carry out a new delivery (subsequent delivery or replacement), together referred to as subsequent performance. Our right to refuse

subsequent performance in accordance with statutory requirements remains unaffected. If subsequent performance fails, is unreasonable or refused, the Customer may lower the price or – in the case of not insubstantial defects – withdraw from the contract; if we are responsible for the defect, the Customer may claim damages within the limits of Clause 9.

如果出现缺陷，我方将自行决定消除缺陷(通过纠正或改进)或进行新的交付(后续交付或更换)，统称为后续履行。我方根据法律要求拒绝后续履行的权利不受影响。如果随后的履行失败、不合理或被拒绝，客户可以降低价格，或者在非实质性缺陷的情况下撤销合同；如果我方对缺陷负责，客户可以在第 9 条的范围内要求损害赔偿。

- 7.4.2 The Customer shall provide the time and opportunity necessary to effect subsequent performance. The Customer shall send or transport the rejected goods to us for inspection and any necessary rectification after consultation with us. In the case of a replacement delivery, the Customer shall return the defective item to us in accordance with the applicable statutory provisions.

客户应提供实现后续性能所需的时间和机会。客户应在与我方协商后，将拒收的货物邮寄或运输给我方进行检查和任何必要的纠正。在替换交付的情况下，客户应根据适用的法律规定将有缺陷的产品返还给我方。

- 7.4.3 We are entitled to make subsequent performance dependent on the Customer paying the purchase price due. However, the Customer shall be entitled to retain a reasonable part of the purchase price proportionate to the defect.

我方有权根据客户支付的到期货款来决定后续的履约情况。但是，客户有权保留与缺陷相称的合理部分的购买价格。

7.5 WARRANTY EXCLUSIONS

保修除外责任

- 7.5.1 Warranty claims of the Customer are excluded or invalid if the installation instructions or usage and operating instructions provided by us or to be requested from us have not been observed, if the installation has not been carried out correctly and in compliance with relevant standards, in particular if it has not been carried out by a specialist company, if repair or other work has been carried out on the object of delivery or service without our consent, if it has been operated or used improperly, operated despite faulty protection devices or used contrary to our instructions or for purposes for which it is not intended, and furthermore if defects are attributable to the effects of foreign bodies, chemical influences, overvoltages, the behaviour of third parties or force majeure.

在以下情况，客户的保修权利主张将被排除或无效：如果未遵守我方提供或要求我方提供的安装说明或使用和操作说明；如果未正确进行安装且不符合相关标准，尤其未由专业公司进行安装；如果未经我方同意对交付物或服务的对象进行了修理或其他工作；如果操作或使用不当，在保护装置有故障的情况下仍进行操作，或违反我方的说明使用，或出于非

预期目的使用；此外，如果缺陷归因于异物、化学影响、过电压、第三方行为或不可抗力的影响，则保修权利的主张无效。

- 7.5.2 No warranty is given for material defects of used goods delivered by agreement with the Customer in individual cases.

对于个别情况下通过与客户达成协议交付的二手货物的重大缺陷，不提供任何保修服务。

7.6 RIGHTS OF RECOURSE

追索权

- 7.6.1 The Customer's statutory rights of recourse against us remain unaffected.

客户对我方的法定追索权不受影响。

- 7.6.2 The Customer can only assert rights of recourse insofar as no agreements have been made between the Customer and its customer that extend beyond the statutory rights relating to defects.

客户有权主张追索权的前提是客户与其客户之间没有达成超出与缺陷相关的法定权利的协议。

8. SPECIAL PROVISIONS FOR GUARANTEE

特殊担保条款

- 8.1 For some of our delivery items and services, we issue a guarantee to end-customers or end-customers are able to register for them or obtain guaranties against payment. This neither affects nor restricts our statutory warranty obligations under these Terms and Conditions.

对于我方的一些交付项目和服务，我方向最终客户提供保修服务，或者最终客户能够注册或获得收费保修服务。这既不影响也不限制我方在这些条款和条件下的法定保修义务。

- 8.2 The guarantee options available in the individual business units Solar Energy, Perfect Welding (including and excluding Automation) and Perfect Charging as well as the associated guarantee conditions are set out in part **B. Special Section** of these Terms and Conditions.

Solar Energy、Perfect Welding(包括和不包括自动化)和 Perfect Charging 事业部中可用的保修选项以及相关的保修条件在这些条款和条件的 **B.特殊条款** 中规定。

9. LIABILITY

责任

- 9.1 We are not liable to compensate for minor negligence.

我方对微小的过失不承担赔偿责任。

9.2 Furthermore our liability is limited to the order value. In the event of a claim for compensation arising from service or maintenance work, our liability shall be limited to the annual fee for the service in question. Liability for loss of profit, indirect or consequential damages, reputational damage or other immaterial damage is excluded in all cases. Our liability is further reduced by existing insurance claims or claims against third parties which may have to be asserted by the Customer with priority over liability claims against us.

此外，我方的责任仅限于订单价值。如果因服务或维护工作引起权利主张，我方的责任应限于所述服务的年费。在任何情况下，利润损失、间接或后果性损害、名誉损害或其他非物质损害的责任均不包括在内。现有的保险权利主张或针对第三方的权利主张进一步降低了我方的责任，这些权利主张可能必须由客户提出，优先于针对我方的责任主张。

9.3 With every order, the Customer is obliged to draw our attention expressly and in writing to the risk of unusually high damages; otherwise we shall not be liable for such damages. Unusually high damage shall be deemed to exist in particular if the Customer has given an undertaking to its customers or other third parties to pay a contractual penalty, lump-sum compensation or other payment in the event of a defect or delay which is related to our service to the Customer.

对于每份订单，客户有义务以书面形式明确提醒我方注意异常高的损害风险；否则我方将不对这种损害负责。如果客户向其客户或其他第三方承诺，如果出现与我方向客户提供的服务相关的缺陷或延迟，将支付合同罚款、一次性赔偿或其他款项，则应视为存在异常高的损害。

9.4 Liability claims against us shall become time-barred if they are not asserted in court within six months of becoming aware of the occurrence of the damage, but in any event within three years of the last partial delivery or – in the case of service or maintenance work – within three years of the service or maintenance work giving rise to the liability claim.

如果在意识到损坏发生后的六个月内未向法院提出权利主张，但在任何情况下，在最后一次部分交付后的三年内，或在服务或维护工作的情况下，在导致归责主张出现的服务或维护工作后的三年内，针对我方的责任的权利主张将经过时效期限。

9.5 The above liability clauses apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.

上述责任条款同样适用于我方的执行机构、法律代表、员工和其他代理人。

10. INTELLECTUAL PROPERTY RIGHTS

知识产权

10.1 All intellectual property rights, such as, copyrights, trademark rights, design rights, patent rights, utility model rights and know-how, as well as, non-protected inventions, industrial experience, trade secrets, to our delivery items and services as well as to manufacturing processes and all processes related thereto, their application, to components, to software (including source and object code as well as user documentation, algorithms, user interface, etc.), to processes, plans, sketches, descriptions, drawings, manuals, instructions and installation instructions, calculations, offers, quotations, other technical documents as well as samples, prototypes, catalogues, brochures, illustrations and the like – irrespective of the

time at which they are disclosed to the Customer – belong exclusively to ourselves or our licensors. The Customer is granted the right only to use the subject matter of the contract for its intended purpose.

所有知识产权，如版权、商标权、设计权、专利权、实用新型权和专有技术，以及不受保护的发明、工业经验、商业秘密、我方的交付项目和服务以及制造工艺和所有相关工艺、其应用、组件、软件(包括源代码和目标代码以及用户文档、算法、用户界面等)，工艺、计划、草图、描述、图纸、手册、说明和安装说明、计算、报价、报价、其他技术文件以及样品、原型、目录、小册子、插图等，无论何时向客户披露——均专属于我方或我方的许可方。客户仅被授予将合同标的物用于其预期目的的权利。

- 10.2 We reserve unrestricted title and copyright to offers, quotations, drawings and all other documents and supporting items; they must not be made accessible to third parties nor used for their or other purposes. If an order is not placed, the aforementioned documents and supporting items shall be returned or destroyed immediately at our request.

我方保留对报价、报价、图纸和所有其他文件及支持项目的无限制所有权和版权；不得将它们提供给第三方，也不得用于其目的或其他目的。如果未下达订单，应根据我方的要求立即退回或销毁上述文件和支持项目。

- 10.3 We are exclusively and fully entitled to claim rights to services, developments, findings, inventions and the like which arise within the context of services provided by us, even if a delivery or service is made on the basis of a Customer specification or the Customer otherwise contributes thereto. Any rights arising on the side of the Customer are automatically transferred to us when they arise, so that we become the sole owner of the rights and the party entitled to exercise them.

我方完全有权对我方提供的服务范围内产生的服务、开发、发现、发明等主张权利，即使交付或服务是基于客户规格或客户的其他贡献。客户方产生的任何权利在产生时自动转移给我方，因此我方成为权利的唯一拥有者和有权行使权利的一方。

11. CONFIDENTIALITY

保密

- 11.1 The contents of our offers are to be kept confidential. Any form of active or passive disclosure of all or part of the content requires our prior express written approval. The same applies to all contents of the contractual relationship with ourselves.

我方报价的内容将保密。对全部或部分内容的任何形式的主动或被动披露都需要我方事先明确的书面批准。这同样适用于与我方的合同关系的所有内容。

- 11.2 The Customer grants us permission to list the Customer as a reference customer in publicly accessible media (particularly the Internet), until such permission is withdrawn.

客户允许我方在公开媒体(尤其是互联网)上将客户列为推荐客户，直到此类许可被撤销。

12. HEALTH AND SAFETY

健康和安

- 12.1 The Customer undertakes to comply with all statutory and other legally or contractually prescribed regulations with regard to the protection of the health and safety of all persons deployed within the scope of the execution of the order. Furthermore, the Customer shall remove hazards to our personnel and the personnel of any subcontractors or suppliers used for the entire duration of the service provision at the Customer or within the Customer's area of responsibility.

客户承诺遵守与订单执行范围内部署的所有人员的健康和安保护相关的所有法定和其他法律或合同规定的法规。此外，客户应在客户处或客户责任区内的整个服务提供期间，消除对我方人员和任何分包商或供应商人员的危害。

- 12.2 We expressly reserve the right to withdraw our personnel and/or the personnel of our subcontractors/suppliers from the locations of the respective service provision, at short notice if need be, if the above-mentioned requirements cease to be met or in the event of a foreseeable, direct or indirect hazard. Any forms of such hazard constitute a hindrance and/or interruption attributable to the Customer. For the duration of the hindrance/interruption, we shall be released from our contractual obligations and fully indemnified and held harmless.

如果上述要求不再得到满足或出现可预见的、直接或间接的危险，我方明确保留在必要时提前通知的情况下从各自服务提供地点撤回我方人员和/或我方分包商/供应商人员的权利。任何形式的此类危险都构成可归因于客户的障碍和/或中断。由于阻碍/中断的原因，我方将被解除合同义务，并获得全额赔偿，不受损害。

13. DATA PROTECTION

数据保护

We process personal data in accordance with our Data Privacy Statement (<https://www.fronius.com/zh-cn/china/data-privacy-statement>).

我方根据我方的数据隐私声明(<https://www.fronius.com/zh-cn/china/data-privacy-statement>)处理个人数据。

14. APPLICABLE LAW; DISPUTE RESOLUTION

适用法律；争议解决

- 14.1 The contract is to be interpreted, governed and enforced in accordance with the laws of the People's Republic of China.

本合同应根据中华人民共和国法律进行解释、管辖和执行。

14.2 All disputes in connection with this Contract or the execution thereof shall be settled through friendly negotiations. In case no settlement can be reached through negotiations, either party may file the lawsuit to the court which has jurisdiction at Fronius' location.

与本合同或执行本合同有关的一切争议应通过友好协商解决。如果无法通过协商解决，任何一方均可向伏能士所在地有管辖权的法院提起诉讼。

15. SEVERABILITY CLAUSE

可分割条款

If individual provisions of these Terms and Conditions of Delivery and Payment are legally ineffective, invalid or unenforceable, the effectiveness, validity and enforceability of the remaining provisions shall remain unaffected. In such a case, the parties agree that the provision in question shall be replaced by a provision which comes as close as possible to it in terms of its economic outcome and which is not ineffective, invalid or unenforceable and which comes as close as possible to the intention of the contracting parties at the time the contract was concluded. The same shall apply to any loopholes in the contract.

如果这些交货和付款条款和条件的个别条款在法律上无效、失效或不可执行，其余条款的效力、有效性和可执行性不受影响。在这种情况下，双方同意，所讨论的条款应由在经济结果方面尽可能接近的条款代替，该条款不是无效的或不可执行的，并且尽可能接近缔约双方在签订合同时的意图。本条规定同样适用于合同中的任何漏洞。

B. SPECIAL SECTION

特殊条款

This Special Section of these Terms and Conditions of Delivery and Payment applies to the special areas contained therein in addition to the General Section.

除一般条款外，这些交货和付款条款的特殊条款适用于其中包含的特殊领域。

I. SPECIAL PROVISIONS FOR SOFTWARE

软件特殊规定

16. SCOPE OF SERVICES; SYSTEM REQUIREMENTS; CONTRACT PROCESSING

服务范围；系统要求；合同处理

16.1 The functional scope of the software is conclusively defined in the respective service description and/or user documentation.

软件的功能范围在各自的服务说明和/或用户文档中明确定义。

16.2 We provide the Customer with software exclusively in object code. We may also provide the Customer with the associated user documentation in purely digital form (e.g. as a PDF

document or online help) at our discretion. Unless otherwise agreed, we shall provide software and user documentation in English only.

我方向客户提供专用于目标代码的软件。我方也可以自行决定向客户提供纯数字形式的相关用户文档(如 PDF 文档或在线帮助)。除非另有约定，否则我方将仅以英文提供软件 and 用户文档。

- 16.3 The software is standard software. It shall be adapted to special requirements of the Customer only in exceptional cases and only after express written agreement.

软件是标准软件。仅在特殊情况下，且仅在获得明确的书面同意后，方可根据客户的特殊要求进行调整。

- 16.4 We provide installation and configuration services only in exceptional cases and only by separate agreement.

我方仅在特殊情况下提供安装和配置服务，并且仅通过单独的协议提供。

- 16.5 The system requirements for use of the software result from the respective service description and/or user documentation. It is the Customer's responsibility to ensure that the Customer has a suitable and adequate hardware and software environment in line with the system requirements.

使用软件的系统要求来自相应的服务说明和/或用户文档。确保客户拥有符合系统要求的合适且充足的硬件和软件环境是客户的责任。

- 16.6 If we process personal data on the Customer's behalf in connection with the software provided by us, we shall conclude a separate data processing agreement with the Customer in this regard.

如果我方代表客户处理与我方提供的软件相关的个人数据，我方应就此与客户签订单独的数据处理协议。

17. COPYRIGHT NOTICES; SOFTWARE PROTECTION

版权声明；软件保护

- 17.1 Copyright notices, serial numbers or other features intended to identify the program may not be removed from the software or changed.

版权声明、序列号或其他旨在识别程序的特征不得从软件中删除或更改。

- 17.2 The Customer shall take suitable measures to secure the software and, if applicable, the access data for online access against access by unauthorised third parties. In particular, all copies of the software as well as the access data shall be kept in a protected location.

客户应采取适当措施保护软件和在线访问的访问数据(如适用)，防止未经授权的第三方访问。特别是，软件的所有副本以及访问数据应保存在受保护的位置。

18. SOFTWARE PURCHASE

软件购买

If it is agreed that the Customer acquires the software on a permanent basis, this clause 18 shall also apply.

如果双方同意客户永久购买软件，第 18 条也应适用。

18.1 GRANTING OF RIGHTS

权利授予

- 18.1.1 After the agreed fee has been paid, we grant the Customer a simple, non-exclusive right to use the software for the intended purpose for an unlimited period of time. The right of use is limited to the agreed number of users or number of devices. Depending on the type of licence agreed, the software may only be used by a maximum number of natural persons or on a maximum number of devices corresponding to the number of licences purchased by the Customer. Permitted use includes the installation of the software, loading into main memory and the intended use by the Customer. The number of licences and the type and scope of use shall otherwise be determined by the agreement reached, when applicable.

在支付约定的费用后，我方授予客户一项简单的、非排他性的权利，在无限期内将软件用于预期目的。使用权仅限于约定的用户数量或设备数量。根据协议的许可类型，软件只能由最大数量的自然人使用，或者在与客户购买的许可数量相对应的最大数量的设备上使用。许可使用包括软件的安装、加载到主存储器中以及客户的预期使用。适用时，许可证的数量以及使用的类型和范围应由达成的协议另行确定。

- 18.1.2 The Customer is entitled to make a backup copy if this is necessary to secure future use. The Customer shall visibly affix the note "Backup copy" as well as a copyright notice of the maker on the created backup copy. If software is provided with technical copy protection, the Customer shall receive a replacement copy at short notice upon request in the event of damage to a supplied data medium or the transmitted files.

如有必要，客户有权制作备份副本，以确保未来可以使用。客户应在创建的备份副本上明显地贴上“备份副本”以及制作者的版权声明。如果软件提供了技术复制保护，当提供的数据介质或传输的文件损坏时，客户应在短时间内收到替换副本。

- 18.1.3 The Customer may permanently transfer the acquired copy of the software to a third party, handing over the user documentation, if the Customer stops using the software entirely, removes all installed copies from its computers and deletes all copies on other data media or hands them over to us, unless it is legally obliged to retain them for a longer period. Upon request, the purchaser shall confirm to us in writing that the aforementioned measures have been carried out in full or, where applicable, explain the reasons for longer retention. The purchaser shall expressly agree with the third party to observe the scope of the rights of use in accordance with the provisions of this Clause 18 and shall provide us with evidence of this upon request.

如果客户完全停止使用软件，从其计算机中删除所有已安装的副本，并删除其他数据媒体上的所有副本，或者将它们移交给我方，则客户可以将获得的软件副本永久转让给第三方，同时移交用户文档，客户在法律上有义务将它们保留更长时间的情况除外。一经要求，购买方应以书面形式向我方确认上述措施已全部实施，或在适用的情况下，解释保留时间

更长的原因。购买方应明确同意第三方按照第 18 条的规定遵守使用权的范围，并应根据要求向我方提供证据。

- 18.1.4 The Customer is only entitled to otherwise copy or decompile the software to the extent that this is provided for by law. For decompilation, however, this shall only apply on condition that we have not made the necessary information available to the Customer upon request within a reasonable period of time.

客户仅有权在法律允许的范围内复制或反编译软件。但是，对于反编译，这仅适用于我方没有在合理的时间内根据客户要求向其提供必要信息的情况。

- 18.1.5 Furthermore, the Customer is not entitled to reproduce, distribute, rent out (in particular not as software as a service), make available to the public (e.g. via the Internet), sub-license or modify, translate, edit or otherwise rework the software in whole or in part. The Customer's right to transfer use of the software for a limited period of time for neither direct nor indirect profit-making purposes (lending) remains unaffected.

此外，客户无权复制、分发、出租(特别是不作为软件即服务)、向公众提供(例如通过互联网)、分许可或修改、翻译、编辑或以其他方式重新制作全部或部分软件。客户在有限时间内出于直接或间接盈利目的(出借)转让软件使用权的权利不受影响。

- 18.1.6 If we provide the Customer with updates, upgrades and/or new versions of the software under the warranty or for any other reason, the following shall apply: The transfer of rights to the Customer is conditional upon the transfer of a newer, independently executable version of the software. The Customer shall receive rights of use to this newer software version to the same extent as to the previous software version; the rights to the previous software version shall expire at the same time; however, we will allow use of the previous version until the software provided has been installed or, in the event of defects in the software most recently provided, until these defects have been remedied.

如果我方根据保修条款或出于任何其他原因向客户提供软件的更新、升级和/或新版本，则以下条款适用:向客户转让权利以转让更新的、可独立执行的软件版本为条件。客户将获得使用该较新软件版本的权利，其程度与使用先前软件版本的程度相同；先前软件版本的权利将同时到期；但是，我方将允许使用以前的版本，直到所提供的软件安装完毕，或者如果最近提供的软件存在缺陷，直到这些缺陷得到补救。

18.2 WARRANTY

保修

- 18.2.1 Our warranty upon sale of software shall be governed – subject to the deviations and additions in this Clause 18.2 – by Clause 7. In particular, Clauses 7.1.5 (compliance with legal requirements), Clause 7.1.8 (updates) and Clause 7.2 (notification of defects) shall apply.

我方的软件销售保修服务应受第 7 条的约束，以第 18.2 条中的偏离和补充为准。特别是，Clauses 7.1.5(符合法律要求)、第 7.1.8 条(更新)和第 7.2 条(缺陷通知)应适用。

18.2.2 We warrant the agreed quality and warrant that the Customer can use the software without infringing rights of third parties.

我方保证约定的质量，并保证客户可以在不侵犯第三方权利的情况下使用软件。

18.2.3 Our warranty does not apply to errors that are due to the software being used in a hardware and software environment that does not meet the requirements specified by us or to the fact that the purchaser has made changes and modifications to the software without being legally entitled to do so or other than on the basis of prior consent declared by us at least in text form.

我方的保修不适用于由于软件在不符我方规定的要求的硬件和软件环境中使用而导致的错误，也不适用于买方在没有合法授权的情况下对软件进行了更改和修改，或者不是基于我方以文本形式声明的事先同意。

18.2.4 In the case of updates, upgrades and deliveries of new versions, claims for defects shall be limited to the new features provided by the update, upgrade or new version compared to the previous version. If we provide the Customer with updates, upgrades or new versions free of charge without being legally obliged to do so, warranty and liability shall be governed by Clause 21. In this case, the Customer is free to use the previous version (downgrade); we will make this available to the Customer again if required. Claims of the Customer due to defects of the previous version are excluded to the extent that these defects would be eliminated by installing the current version provided by us.

在更新、升级和交付新版本的情况下，对缺陷的权利主张应限于更新、升级或新版本与前一版本相比提供的新功能。如果我方免费向客户提供更新、升级或新版本，而没有法律义务这样做，担保和责任应受第 21 条管辖。在这种情况下，客户可以自由使用以前的版本(降级)；如果需要，我方将再次向客户提供此信息。客户因先前版本的缺陷而提出的权利主张不包括在内，前提是通过安装我方提供的当前版本可以消除这些缺陷。

18.2.5 We shall also meet our obligation to remedy defects by providing reasonable and acceptable workarounds, providing updates with an automatic installation routine available to download from a website, informing the Customer about these and offering the Customer telephone support to solve installation problems. In the case of subsequent delivery, the Customer will accept any new version of the software unless this has unreasonable negative effects. In the event of defects of title, we will, at our own discretion, enable the Customer to use the contractual software in a legally unobjectionable manner or modify the software in such a way that the rights of third parties are no longer infringed.

我方还应履行我方的义务，通过提供合理且可接受的变通办法来补救缺陷，通过可从网站下载的自动安装程序提供更新，通知客户这些情况，并为客户提供电话支持来解决安装问题。在后续交付的情况下，客户将接受软件的任何新版本，除非这有不合理的负面影响。如果出现所有权缺陷，我方将自行决定让客户以法律上无异议的方式使用合同软件，或者以不再侵犯第三方权利的方式修改软件。

18.2.6 Warranty claims of the Customer become time-barred after twelve months. Where a data carrier is provided, the limitation period shall begin at the time of its delivery. Where data is provided via download from the Internet, it shall begin after notification

and activation of the access data for the download area. Where updates, upgrades and new versions are delivered, the limitation period for these items shall commence at the time each is provided. The foregoing is without prejudice to Clause 7.3.3.

客户关于保修的权利主张在十二个月后失去时效。在提供数据载体的情况下，时效期限应从其交付时开始。如果通过从互联网下载提供数据，则应在通知和激活下载区域的访问数据后开始。在交付更新、升级和新版本的情况下，这些项目的期限应从提供每个项目的时间开始。前述内容不影响第 7.3.3 条。

18.2.7 If we have concluded a software maintenance agreement with the Customer, the period for removal of defects shall be based on the term of the software maintenance agreement.

如果我方与客户签订了软件维护协议，则消除缺陷的期限应以软件维护协议的期限为准。

19. SOFTWARE MAINTENANCE

软件维护

If it is agreed that we will provide the Customer with updates, upgrades and/or new versions of a sold software for a certain period of time, this Clause 19 shall also apply, unless a separate software maintenance agreement is executed.

如果双方同意，我方将在一段时间内向客户提供所售软件的更新、升级和/或新版本，则第 19 条也应适用，除非执行单独的软件维护协议。

19.1 SCOPE OF SERVICES; GRANTING OF RIGHTS; WARRANTY

服务范围；授予权利；保修

19.1.1 We continuously develop the software and provide the Customer with the latest version of the software for download via the Internet during the term of the software maintenance agreement.

在软件维护协议期限内，我方将不断开发软件，并通过互联网向客户提供最新版本的软件供下载。

19.1.2 Wherever technically possible, we will eliminate any software errors within a reasonable period of time by providing updates, upgrades and/or new versions for download via the Internet. An error is deemed to exist if the software does not fulfil the functions specified in the service description, delivers faulty results or does not function properly in any other respect, such that use of the software is impossible or restricted. We provide our services based on the latest and immediately preceding versions of the software and on the interests of all software users. We do not provide troubleshooting for earlier versions of the software.

在技术上可能的情况下，我方将通过提供更新、升级和/或新版本供互联网下载，在合理的时间内消除任何软件错误。如果软件不满足服务说明中规定的功能，提供错误结果或在任何其他方面不能正常运行，导致软件的使用不可能或受到限制，则认为存在错误。我方根

据软件的最新版本和所有软件用户的利益提供服务。我方不为软件的早期版本提供故障排除服务。

- 19.1.3 Concerning the granting of rights and the warranty for updates, upgrades and/or new versions, Clauses 18.1 and 18.2 apply *mutatis mutandis*. If we have granted the Customer rights to use software which is the subject of the software maintenance agreement to an extent that differs from the scope of Clause 18.1, we will grant the Customer rights to use updates, upgrades and/or new versions which we provide to the Customer under the software maintenance agreement to such different agreed extent.

关于更新、升级和/或新版本的权利授予和保修，第 18.1 条和第 18.2 条比照适用。如果我方授予客户使用软件的权利，该软件是软件维护协议的主题，其范围不同于第 18.1 条的范围，我方将授予客户使用我方根据软件维护协议向客户提供的更新、升级和/或新版本的权利。

19.2 FEES; DURATION; TERMINATION

费用；期限；结束

- 19.2.1 The amount and due date of the fees shall be determined by the respective agreement.
费用的金额和到期日应由各自的协议确定。
- 19.2.2 If the contract is concluded for a fixed period, it ends at the end of the period without notice of termination being required.
如果合同为固定期限，则在期限结束时终止，无需发出终止通知。
- 19.2.3 If the contract is concluded for an indefinite period, it may be terminated by either party at six (6) weeks' notice to the end of any calendar quarter.
如果合同是无限期的，任何一方可以在任何日历季度结束前提前六(6)周通知终止合同。
- 19.2.4 The foregoing is without prejudice to the right of either party to terminate the contract with immediate effect for good cause.
上述规定不影响任何一方出于正当理由立即终止合同的权利。
- 19.2.5 Notice of termination must be served in writing.
终止通知必须以书面形式送达。

20. SOFTWARE LEASING

软件租赁

If it is agreed that the Customer may use the software for a limited period, this Clause 20 shall additionally apply.

如果双方同意客户可以在有限的时间内使用软件，则第 20 条也应适用。

20.1 GRANTING OF RIGHTS

权利授予

- 20.1.1 After payment of the agreed fee, we will grant the Customer a simple, non-exclusive, non-transferable and non-sublicensable right for a limited period of time to use the software as intended. In all other respects, Clause 18.1.1 shall apply *mutatis mutandis*.
在支付商定的费用后, 我方将授予客户一项简单、非排他性、不可转让和不可再许可的权利, 在有限的时间内按预期使用软件。在所有其他方面, 第 18.1.1 条应比照适用。
- 20.1.2 Clauses 18.1.2 and 18.1.4 shall apply *mutatis mutandis*. Furthermore, the Customer is not entitled to reproduce, distribute, lend, rent out (in particular not as software as a service), make available to the public (e.g. via the Internet), sub-license or modify, translate, edit or otherwise rework the software in whole or in part.
第 18.1.2 条和第 18.1.4 条应适用必要修正。此外, 用户无权复制、分发、出借、出租(特别是不作为软件即服务)、向公众公开(例如通过互联网)、分许可或修改、翻译、编辑或以其他方式重新制作全部或部分软件。
- 20.1.3 Clause 18.1.6 applies *mutatis mutandis*.
第 18.1.6 条适用必要修正。

20.2 SCOPE OF SERVICE

服务范围

- 20.2.1 We continuously develop the software and provide the Customer with the latest version of the software during the agreed period.
我方不断开发软件, 并在约定的期限内向客户提供软件的最新版本。
- 20.2.2 Wherever technically possible, we will eliminate any software errors within a reasonable period of time. An error is deemed to exist if the software does not fulfil the functions specified in the service description, delivers faulty results or does not function properly in any other respect, such that use of the software is impossible or restricted.
只要技术上可行, 我方将在合理的时间内消除任何软件错误。如果软件不满足服务说明中规定的功能, 提供错误结果或在任何其他方面不能正常运行, 导致软件的使用不可能或受到限制, 则认为存在错误。

20.3 SPECIAL CONDITIONS FOR PROVISION VIA THE INTERNET

通过互联网供货的特殊条件

- 20.3.1 In the event that the software is provided via a server operated by us or on our behalf (Software as a Service, SaaS), this Clause 20.3 shall additionally apply.
如果软件是通过由我方或代表我方运行的服务器提供的(SaaS), 则第 20.3 条应额外适用。

20.3.2 The Customer requires an Internet connection in order to use the software. Further requirements result from the service description, the user documentation and the system requirements.

客户需要互联网连接才能使用软件。服务说明、用户文档和系统要求会产生更多要求。

20.3.3 We are not responsible for the permanent availability of the application and are entitled to restrict or terminate its use in whole or in part if necessary with regard to capacity restrictions, security or integrity. Furthermore, the application is wholly or partially unavailable during maintenance periods (e.g. when new software is being installed); we will endeavour to schedule planned maintenance periods at times of low use if possible.

我方不对应用程序的永久可用性负责，并有权根据容量限制、安全性或完整性，在必要时限制或终止其全部或部分使用。此外，应用程序在维护期间完全或部分不可用(例如，当安装新软件时)；如果可能的话，我方将努力在使用率低的时候安排计划维护期。

20.3.4 We shall provide the Customer with the storage space on a server required for the intended use of the software. The Customer is not entitled to make this storage space available to a third party. The Customer undertakes not to store any unlawful content or content that is in breach of laws, official requirements or the rights of third parties on the storage space provided.

我方应向客户提供服务器上软件预期用途所需的存储空间。客户无权将此存储空间提供给第三方。客户承诺不会在提供的存储空间上存储任何非法内容或违反法律、官方要求或第三方权利的内容。

20.3.5 The Customer is itself responsible for the entry and maintenance of its data and information required in order to use SaaS services. The Customer is obliged to check its data and information for viruses or other harmful components before entering them and to use state-of-the-art virus protection programs for this purpose.

客户自行负责输入和维护使用 SaaS 服务所需的数据和信息。客户有义务在输入数据和信息之前检查其是否有病毒或其他有害成分，并为此使用最先进的病毒防护程序。

20.3.6 It is the Customer's responsibility to back up its data on a regular basis. We shall not be liable for loss of data where such loss is due to the Customer's failure to carry out regular data backups so as to ensure that lost data can be restored with reasonable effort. The foregoing is without prejudice to Clause 9.

客户有责任定期备份其数据。如果数据丢失是由于客户未能执行定期数据备份以确保通过合理的努力可以恢复丢失的数据，我方将不承担责任。上述内容不影响第 9 条的规定。

20.4 FEES; DURATION; TERMINATION

费用；期限；结束

20.4.1 The amount and due date of the fees shall be determined by the respective agreement.

费用的金额和到期日应由各自的协议确定。

- 20.4.2 If the contract is concluded for a fixed period, it ends at the end of the period without notice of termination being required.
如果合同为固定期限，则在期限结束时终止，无需发出终止通知。
- 20.4.3 If the contract is concluded for an indefinite period, it may be terminated by either party at six (6) weeks' notice to the end of any calendar quarter.
如果合同是无限期的，任何一方可以在任何日历季度结束前提前六(6)周通知终止合同。
- 20.4.4 The foregoing is without prejudice to the right of either party to terminate the contract with immediate effect for good cause.
上述规定不影响任何一方出于正当理由立即终止合同的权利。
- 20.4.5 Notice of termination must be served in writing.
终止通知必须以书面形式送达。
- 20.4.6 In the event of termination, the Customer shall cease using the software and remove all installed copies of the software from its computers and destroy any backup copies of the software that have been made.
在终止的情况下，客户应停止使用软件，从其计算机上删除所有已安装的软件副本，并销毁任何已制作的软件备份副本。

20.5 WARRANTY (MAINTENANCE)

保修(维护)

- 20.5.1 Where software is leased, our warranty shall be governed – subject to the deviations and additions in this Clause 20.5 – by Clause 7.
如果软件是租赁的，我方的保修服务将受第 7 条的约束，以第 20.5 条中的偏差和补充为准。
- 20.5.2 Notwithstanding Clause 7.1.8, we warrant that the software will remain compliant with the contract (through updating) during the term of the contract and that no third party rights will prevent use of the software in compliance with the contract.
如果软件是租赁的，我方的保证将受第 7 条的约束，以第 20.5 条中的偏差和补充为准。
- 20.5.3 For defects already existing at the time the contract was concluded, we are only liable for compensation if we are found to be at fault through an adjudication process. The foregoing is without prejudice to Clause 9.
对于合同签订时已经存在的缺陷，如果通过调整程序发现我方有过错，我方只负责赔偿。上述内容不影响第 9 条的规定。
- 20.5.4 Clause 18.2.3 applies *mutatis mutandis*.
第 18.2.3 条适用必要修正。

21. PROVISION OF SOFTWARE FREE OF CHARGE

免费提供软件

If we provide the Customer with software free of charge, whether for an unlimited period of time (gifted) or for a limited period of time (lent), this Clause 21 shall additionally apply.

如果我方向客户免费提供软件，无论是无限期的(赠送)还是有限期的(出借)，第 21 条将额外适用。

21.1 GRANTING OF RIGHTS

权利授予

For the granting of rights, the provisions in Clause 18.1 and/or Clause 20.1 apply *mutatis mutandis*.

对于权利的授予，第 18.1 条和/或第 20.1 条适用必要修正。

21.2 WARRANTY; LIABILITY

保修；责任

21.2.1 In the event of material defects, we shall be liable for direct damage caused to the Customer because a defect in the software was fraudulently concealed from the Customer, and for consequential damage caused by defects due to intent or gross negligence on our part. Any further warranty for material defects is excluded. The Customer shall have no claim to the rectification of errors.

如果出现重大缺陷，我方将对由于欺诈性地向客户隐瞒软件缺陷而给客户造成的直接损失负责，并对由于我方的故意或重大疏忽造成的缺陷造成的间接损失负责。不包括对材料缺陷的任何进一步保修。客户无权要求纠正错误。

21.2.2 In the event of defects of title, we shall only be liable for damages incurred by the Customer because a defect of title to the software was fraudulently concealed from the Customer. Any further warranty for defects of title is excluded.

如果出现所有权缺陷，我方只对客户因欺诈性地向客户隐瞒软件所有权缺陷而遭受的损失负责。不包括所有权缺陷的任何进一步保修。

21.2.3 We are only liable for intent and gross negligence, any further liability being excluded. However, liability under Product Quality Law of PRC remains unaffected.

我方仅对故意和重大过失负责，不包括任何其他责任。然而，中华人民共和国产品质量法项下的责任不受影响。

II. SPECIAL PROVISIONS FOR OUR BUSINESS UNIT SOLAR ENERGY

SOLAR ENERGY 事业部的特殊规定

22. WARRANTY

保修

The warranty for deliveries and services of our Business Unit SOLAR ENERGY shall be governed by the provisions of the General Section (Clause 7).

我方 SOLAR ENERGY 事业部的交付和服务保修应受一般条款(第 7 条)的规定管辖。

23. GUARANTEE

担保

End-customers (both consumers and businesses) may be entitled to a guarantee for products of our Business Unit SOLAR ENERGY by separate agreement. The respective Fronius guarantee conditions apply, available at <https://www.fronius.com/solar/warranty>. The guarantee period can be extended by the end-customer against payment in accordance with the Fronius guarantee conditions.

最终客户(消费者和企业)可能有权通过单独的协议获得我方 SOLAR ENERGY 事业部产品的保修。相应的弗罗纽斯保修条件适用于 <https://www.fronius.com/solar/warranty>，最终客户可根据弗罗纽斯保修条件付款延长保修期。

III. SPECIAL PROVISIONS FOR OUR BUSINESS UNIT PERFECT WELDING (EXCLUDING AUTOMATION)

PERFECT WELDING (不包括自动化)事业部的特殊规定

24. WARRANTY

保修

24.1 The warranty for deliveries and services of our Business Unit PERFECT WELDING (excluding AUTOMATION) shall be governed – subject to the deviations and additions in this Clause 24 – by the provisions of the General Section (Clause 7).

我方 Perfect Welding(不包括自动化)事业部的交付和服务保修应受总则部分(第 7 条)的规定管辖，以第 24 条中的偏差和补充为准。

24.2 Clause 7.3.2 only applies to:

第 7.3.2 条仅适用于:

- a. Welding systems and components that are marked with a serial number and not custom-made;
- b. Virtual Welding welding and peripheral devices;

c. Accessories: welding equipment (e.g. helmets, AirSystems, mobile extractor units).

a. 标有序列号且非定制的焊接系统和部件；

b. 虚拟焊接焊接及外围设备；

c. 附件:焊接设备(例如头盔、空气系统、移动提取装置)。

24.3 Notwithstanding Clause 7.3.1, a warranty period of 6 months shall apply to welding torches and torch bodies (e.g. TIG, Mig/Mag, MMA, Push & Push/Pull robot torches, LaserHybrid and special versions, Twin, CMT Twin, CMT Hand, Push/Pull & Pull MIG torches, hosepacks) of gas-cooled or water-cooled design, as well as consumables and wearing parts (e.g. fuses, inner liners, feed rolls, contact tips). This excludes CMT Robacta Drive of gas-cooled or water-cooled design, to which A.7.3.1 applies.

尽管有第 7.3.1 条的规定，6 个月的保修期应适用于气体冷却或水冷却设计的焊枪和焊枪体(例如 TIG、Mig/Mag、MMA、推/推/拉机器人焊枪、激光混合和特殊版本、Twin、CMT Twin、CMT 手动、推/拉 Mig 焊枪、软管包)，以及消耗品和易损件(例如保险丝、内衬、进料辊、接触尖端)。这不包括 A.7.3.1 适用的气冷或水冷设计的 CMT Robacta 驱动。

24.4 Notwithstanding Clause 7.5.2, a warranty period of 6 months applies to used goods.

尽管有第 7.5.2 条的规定，6 个月的保修期适用于二手商品。

25. GUARANTEE

担保

For products of our Business Unit PERFECT WELDING (excluding AUTOMATION), end-customers (both consumers and businesses) can obtain guaranties against payment or activate them by registering, subject to a separate agreement. The respective Fronius guarantee conditions apply, available unter <https://www.fronius.com/en/welding-technology/products/services/support/extended-warranty/extended-warranty>

对于我方事业部 PERFECT WELDING(不包括自动化)的产品，最终客户(消费者和企业)可以根据单独的协议获得付款保修或通过注册激活。相应的伏能士保证条件适用，可从 <https://www.fronius.com/en/welding-technology/products/services/support/extended-warranty/extended-warranty> 获取

IV. SPECIAL PROVISIONS FOR AUTOMATION IN THE BUSINESS UNIT PERFECT WELDING

PERFECT WELDING 事业部中自动化的特殊规定

The following provisions apply to our deliveries and services and payments to us in the Automation field (Business Unit PERFECT WELDING) in addition to the provisions in the General Section:

除了一般条款中的规定外，以下规定适用于我方在自动化领域(Perfect Welding 事业部)的交付、服务和付款:

26. DELIVERY

交付

26.1 Subject to the agreement of a different delivery date, we shall deliver at the earliest 20 weeks after the contract is concluded.

根据不同交货日期的协议，我方将在合同签订后最早 20 周交货。

26.2 We deliver FCA at our registered office (Incoterms 2020). Clause 4 remains unaffected in all other respects.

我方在我方的注册办事处交付 FCA(Incoterms 2020)。第 4 条在所有其他方面不受影响。

27. ACCEPTANCE; OPERATIONAL HANDOVER

验收；操作移交

27.1 As soon as the object of sale is ready for collection, we shall notify the Customer accordingly. If agreed, preliminary acceptance (Factory Acceptance Test, FAT) will then take place in our factory within two weeks of notification of readiness for collection.

一旦销售方准备好提货，我方将相应地通知客户。如果同意，初步验收(工厂验收测试，FAT)将在收到准备提货通知的两周内在我方工厂进行。

27.2 The Customer shall collect the object of sale or have it collected within two weeks after notification of readiness for collection or within one week after successful preliminary acceptance.

客户应在收到提货准备通知后两周内或成功预验收后一周内提货或让人提货。

27.3 Within 45 days after collection or other delivery, final acceptance (Site Acceptance Test, SAT) will take place at the Customer's place of business or any other agreed place of use of the object of sale.

在收集或其他交付后的 45 天内，最终验收(现场验收测试，SAT)将在客户的营业场所或销售对象的任何其他约定使用场所进行。

27.4 The Customer may not refuse either preliminary acceptance or final acceptance due to non-significant defects.

客户不得因非重大缺陷而拒绝初步验收或最终验收。

27.5 The object of sale shall also be deemed to have been accepted if final acceptance has not taken place within the period specified in Clause 27.3, without our being responsible for this and without the Customer having refused acceptance within this period indicating at least one significant defect.

如果最终验收未在第 27.3 条规定的期限内进行，销售对象也应被视为已被接受，我方对此不承担任何责任，且客户未在此期限内拒绝验收，表明至少有一个重大缺陷。

27.6 The object of purchase shall be put into operation as part of final acceptance. The parties will draw up a joint record of final acceptance. Final operational handover to the Customer shall only take place if the object of purchase is in a perfectly safe condition; in this case we

shall hand over a signed Declaration of Conformity to the Customer. The Customer may not operate the object of purchase without a corresponding operational handover and Declaration of Conformity issued by us. The Customer shall only allow the object of purchase to be operated by trained personnel.

采购对象应作为最终验收的一部分投入运行。双方将起草最终验收的联合记录。只有在购买的物品处于完全安全的条件下，才能向客户进行最终操作交付；在这种情况下，我方将向客户提交一份经签署的符合性声明。没有我方出具的相应操作移交和符合性声明，客户不得操作购买的物品。客户应只允许经过培训的人员操作购买的物品。

27.7 If final acceptance does not take place immediately through no fault of our own, the final partial payment shall become due upon use of the delivery item by the Customer, but the unit shall be deemed to have been accepted no later than 45 days after delivery.

如果最终验收并非因我方原因而未能立即进行，则最终部分付款应在用户使用交付项目时到期，但该装置应在不迟于交付后 45 天内被视为已被接受。

28. PRICE AND PAYMENT CONDITIONS; RIGHT OF RETENTION

价格和支付条件；留置权

28.1 Unless otherwise agreed and subject to Clause 28.2, the following payment conditions shall apply:

除非另有约定，并根据第 28.2 条，以下付款条件应适用：

28.1.1 50% of the agreed purchase price shall be paid by the Customer as a down-payment immediately after conclusion of the contract within 14 days after receipt of the down-payment invoice.

合同签订后，客户应在收到预付款发票后 14 天内，立即支付 50% 的商定采购价格作为预付款。

28.1.2 40% of the agreed purchase price shall be paid by the Customer within 14 days after notification of readiness for collection or – if preliminary acceptance has been agreed – within 14 days after successful preliminary acceptance, but at the latest before the object of purchase is commissioned in the Customer’s works. If we still must carry out non-significant rework after preliminary acceptance, this shall not entitle the Customer to withhold this purchase price instalment. Rework is non-significant if the intended use of the object of sale does not depend on the performance of this rework.

约定购买价格的 40% 应由客户在收到准备收货通知后 14 天内支付，或者如果已同意初步验收，则应在初步验收成功后 14 天内支付，但最迟应在客户工程中委托采购对象之前支付。如果我方在初步验收后仍必须进行不重要的返工，这并不意味着客户有权扣留该采购价格。如果销售对象的预期用途不依赖于返工的执行，则返工是不重要的。

28.1.3 10% of the agreed purchase price shall be paid by the Customer within 14 days after final acceptance, or implied final acceptance pursuant to Clause 27.5.

根据第 27.5 条，最终验收或暗示最终验收后 14 天内，客户应支付约定购买价格的 10%。

28.2 The payment conditions shall apply subject to a positive cover check by our credit insurer, failing which full payment in advance shall be deemed to be agreed immediately after the contract is concluded.

付款条件应以我方信用保险公司的正面承保检查为准，否则，在合同签订后，应立即视为同意提前全额付款。

29. WARRANTY

保修

29.1 The warranty for deliveries and services in the AUTOMATION area of our Business Unit PERFECT WELDING is based on the provisions of the General Section (Clause 7) with the following deviations and additions in this Clause 29.

我方 Perfect Welding 事业部中自动化领域的交付和服务保修基于一般章节(第 7 条)的规定，第 29 条中有以下偏差和补充。

29.2 For

对于

- a. Automation and mechanisation components,
- b. Orbital welding systems and orbital spare parts and
- c. Orbital units (in particular FCH, FOH, FPH 3020, FPH 3030)

a. 自动化和机械化部件，

b. 轨道焊接系统和轨道部门备件以及

c. 轨道部门(特别是 FCH、FOH、FPH 3020、FPH 3030)

the warranty period stipulated in Clause 7.3.1 applies exclusively. Clause A.7.3.2 does not apply.

仅适用第 7.3.1 条中规定的保修期。第 A.7.3.2 条不适用。

29.3 Where products of the Business Unit PERFECT WELDING (excluding AUTOMATION) are sold, the restrictions set out in Clause 24 apply.

仅适用第 7.3.1 条中规定的保修期。第 A.7.3.2 条不适用。

29.4 The limitation period for warranty claims shall commence upon final acceptance or implied final acceptance pursuant to Clause 27.5.

根据第 27.5 条，保修权利主张的时效期限应从最终验收或暗示的最终验收开始。

V. SPECIAL PROVISIONS FOR OUR BUSINESS UNIT PERFECT CHARGING

PERFECT CHARGING 事业部的特殊规定

30. WARRANTY

保修

The warranty for deliveries and services of our Business Unit PERFECT CHARGING shall be governed by the provisions of the General Section (Clause 7).

我方 PERFECT CHARGING 事业部的交付和服务保证应符合一般条款(第 7 条)的规定。

31. GUARANTEE

担保

For products of our Business Unit PERFECT CHARGING, end-customers (both consumers and businesses) can obtain guaranties against payment or activate them by registering, subject to a separate agreement. The respective Fronius guarantee conditions apply, available at <https://www.fronius.com/en/battery-charging-technology/warranty-extension>.

对于我方 PERFECT CHARGING 事业部的产品，最终客户(包括消费者和企业)可以根据单独的协议获得付款保修或通过注册激活。相应的伏能士保修条件，可以 <https://www.fronius.com/en/battery-charging-technology/warranty-extension> 获取。