

Standard Terms and Conditions of Deliveries and Services (Terms and Conditions of Sale) of Weldstone GmbH

威尔斯通交付和服务条款（销售条款）

§ 1 Validity of the Terms and Conditions

条件条款有效性

1.1 All of our deliveries, (ancillary) services and offers take place exclusively on the basis of these Standard Terms and Conditions of Deliveries and Services (hereinafter referred to as "Terms and Conditions"). The Terms and Conditions are integral part of all agreements that we conclude with our contractual partners (hereinafter referred to as "Customers").

1.1 本公司所有交付、(辅助)服务和报价均完全基于本交付和服务标准条款和条件(以下简称“条款和条件”)。条款和条件是我们与我们的合同伙伴(以下简称“客户”)签订的所有协议的组成部分

1.2 Even without a separate agreement on inclusion, the Terms and Conditions are valid for all future deliveries and services on our part.

1.2 即使没有单独的附加协议，此条款和条件对我们今后所有的交付服务均有效。

1.3 The Customer's standard terms and conditions do not apply, even if we do not object their validity in individual cases. Neither does reference to a letter that contains the Customer's or a third party's standard terms and conditions, or refers to such, constitute an agreement with the validity of the aforementioned standard terms and conditions. They also do not become a contractual element through conclusive actions, such as the provisions of service/performance by us.

1.3 即使我们承认客户的标准条款和条件在个别情况下的有效性，它们也并不适用与此。无论两者是否提及包含客户或第三方的标准条款及条件的函件，均不构成与上述标准条款及条件有效的协议。也不会成为合同元素通过决定性的行动,如规定服务/性能等。

§ 2 Offer and conclusion of the agreement

报价和协议的签订

2.1 As far as our offers are marked expressly as being subject to change, we are still entitled to revoke these immediately after receipt of acceptance by the Customer.

2.1 如我们的报价明确表明可更改，则我方有权在客户收到报价后撤回。

2.2 The Customer does not acquire any copyright to any offers or cost estimates submitted by us, or to any drawings, illustrations, calculations, descriptions, models, tools and other cuments and material resources made available to him. This also applies to those materials and documents mentioned that are expressly labelled "confidential" or whose confidential character result from the circumstances. The passing on of the abovementioned materials and documents to third parties requires in any case our written consent. The Customer must ensure the aforementioned confidentiality by appropriate agreements with his employees or any other persons who work with knowledge and consent in his area of responsibilities. The abovementioned materials and documents must be returned immediately at Customer's expenses, if an agreement is not signed or if they are no longer required for the further contractual implementation.

2.2 客户对我们提交的任何报价、成本估算，或提供的任何图纸、插图、计算、描述、模型、工具和其他文件及材料资源，均不享有任何版权。这也同样适用于那些被明确标注为“机密”的材料和文件，或者由其特殊情况而被确认为机密的材料及文件。无论在什么情况下，都必须经过我方的书面同意才可将上述材料和文件转让给第三方。客户

必须确保与其员工或其他与此内容相关的工作人员签订合适的保密协议。如果不签署协议或者不再执行合同，则以上材料和文件必须立即返还，费用由客户方承担。

§ 3 Prices

价格

3.1 Unless otherwise stated in the order confirmation, our prices are valid "Ex works", excluding packaging which will be invoiced separately.

3.1 除非订单确认中有额外的说明，否则我们的报价均为“工厂交货价”不包含包装费，包装费单独开发票。

3.2 Statutory value-added tax is not included in our prices. It is shown separately in the invoice in the amount statutory prescribed on the day of invoicing. In case of foreign transactions, the value-added tax does not apply; however, the recipient shall pay the taxes and fees incurred for the transfer into the recipient's country, in particular customs duties and the additional statutory taxes or charges incurred in the recipient's country itself.

3.2 我们的报价中也不包含增值税，其税额为开票当日的法定税额，在发票总价中单独列明。涉外贸易不征收增值税，但是接收人应当支付因转让而发生的税费，特别是在接收人所在国发生的关税和法定的附加税费。

3.3 The deduction of a discount for cash requires a separate agreement. Customer's standard terms and conditions, which provide for the deduction of a cash discount, shall not apply.

3.3 现金折扣的扣除需要签单独的协议。客户的标准条款和条件中涉及现金折扣扣除的部分不适用。

§ 4 Implementation of the deliveries and services, delivery and service times

交货、服务的实施和次数。

4.1 Unless otherwise agreed, the delivery takes place "Ex Works".

4.1 除非有其他的协议，否则我们的交货条件默认为（工厂交货）

4.2 Furthermore, the observance of our delivery and service obligations presupposes the Customer's punctual and proper performance of the counter-obligation. We are fully entitled to assert the defense of the unperformed agreement.

4.2 此外，我们遵守交货和服务义务的前提条件是客户准时、正确地履行反义务。我们完全有权对未履行的协议进行维护。

4.3 If the person ordering is in default of acceptance or infringes any other duties to cooperate, we are entitled to demand replacement of any loss incurred by us in this respect, including any additional expenditure. Further claims remain unaffected.

4.3 如果订购人默认接受或违反任何其他的合作义务，我们有权要求赔偿我方在这方面遭受的任何损失，包括其他任何额外的支出。额外的赔偿不受影响

4.4 The risk of accidental destruction and accidental deterioration of the object to be delivered passes to the Customer at that point in time when he is in default of acceptance.

4.4 若客户未接收货物，则待交付货物的意外损坏和意外恶化的风险即转移给客户。

4.5 If it has been agreed with the Customer that our delivery or service does not have to take place at a fixed time, but within a certain time period, we are also entitled to deliver or produce our performance before the commencement of that period. If a fixed date has been agreed with the Customer, we are entitled to premature delivery or production of the performance, after having given the Customer reasonable notice of this premature delivery or production of the performance. This does not apply if the delivery can only take place on the agreed date for reasons which are visible for us.

4.5 若客户同意我们的交付服务不必在确定的时间内进行，但必须在特定的时间期限内

进行，我们也有权在该期限开始前履行交付服务。若与客户商定了一个确定的日期，我们有权在向客户发出提前履行交付服务的通知后提前完成。若因为可预见的原因是的交付服务只能在约定的时间履行，则不适用此条款。

4.6 Unless otherwise agreed, the Customer, in case of agreements that entitle him to request partial deliveries from a total quantity of goods, is obligated to give us punctual requests and assortment plans for approximate identical monthly quantities. If the Customer does not request delivery punctually or does not plan in good time, we are entitled to take over the planning ourselves and to deliver the goods after passing of a reasonable extension of time without success.

4.6 除非另有约定，如果协议规定客户要求从总数量中交付部分货物，则客户有义务向我们提出准时要求和每月大致相同数量的分类交货计划。如果客户没有给出准确的交货条件或没有合理的计划交货时间，我们有权自行安排，并在合理的延长时间内完成交付。

4.7 If the Customer fails to request delivery at all or in good time or fails to plan at all or in good time we are entitled to rescind from the entire agreement after a prior written warning. Any statutory damage claims to which we are legally entitled shall in any case remain unaffected.

4.7 如果客户未能及时提出交货要求，或未能事先合理安排计划交货，或未能及时制定合理的交货时间，我们有权在书面警告后解除整个协议。在任何情况下，我们依法享有的法定损害的索赔都不受影响。

4.8 With regard to call orders according to § 4, section 4.6 of the Terms and Conditions, we are entitled, unless otherwise agreed, to procure the material for the entire order and to manufacture the entire quantity ordered immediately. Requests for changes from the Customer cannot be taken into consideration after the order has been placed.

4.8 关于根据条款和条件第 4 条第 4.6 节的订单，除非另有约定，我们有权立即为整个订单采购材料并安排生产。订单一旦签订，客户即不能再更改订单事宜。

4.9 Commercially customary long or short deliveries are permissible.

4.9 允许商业习惯规定的溢短交货行为。

§ 5 Delays in delivery 延迟交货

5.1 Interruption of operations caused by force majeure, strikes for which we are not responsible or lock-outs or a lack of operating and/or raw materials entitle us to rescind from the not yet fulfilled agreement, if the abovementioned circumstances make delivery or performance not only temporarily impossible and in addition if not discernible when concluding the agreement.

5.1 在达成协议时无法辨别的由于不可抗力因素、非我们责任引起的罢工或缺乏经营和原材料等原因导致订单无法完成交付服务的，我们有权解除尚未履行的协议。

5.2 If we are in delay with a delivery or service or if a delivery or service becomes impossible for us, the Customer's claims for damages are restricted in accordance with § 9 of the Terms and Conditions.

5.2 如果我们延迟交付，或我们完成无法交付，客户的将根据条款条件第 9 条要求索赔。

§ 6 Place of performance, shipment, packaging, passing of the risk

履行地点、装运、包装、风险转移

6.1 The place of performance for all obligations from the contractual relationship with the Customer is Buseck/Alten-Buseck, Germany.

6.1 履行与客户合同关系中所有义务的地点为德国 Buseck/Alten-Buseck; 中国山东威尔斯通。

6.2 Unless otherwise agreed, we will select the most economical packaging known to us and the most economical type of shipment known to us.

6.2 除非另有约定, 我方将选择我方所知的最经济的包装和运送方式

6.3 Unless otherwise agreed, the risk passes to the Customer at the latest with the handover of the delivered objects to the shipping contractor, carrier or other company appointed with the implementation of the shipment. § 4, section 4.4 remains unaffected.

6.3 除非另有约定, 风险在最后交付货物给承包商、承运人或实施装运时指定的其他公司时转移给客户。§4, 第 4.4 条不受影响

6.4 The shipment will only be insured by us against theft, breakage, damage during transport, fire and water damage or any other insurable risks at the express written request of the Customer and at his expense.

6.4 在客户明确书面要求的情况下, 我方只对货物投保偷窃、破碎、运输过程中的损坏、水火损坏或任何其他可保风险, 此保险费用由客户承担。

6.5 We will only take back packaging in our storehouses (return depots). The Customer pays the costs of transporting the packaging to the respective return depot. If a packaging different from the standard packaging (special packaging) is used at the Customer's request, the Customer is obliged to recycle or dispose of such at his own expense.

6.5 我们只会在我们的仓库(退货仓库)收回包装。客户支付将包装运送到各自的退货仓库的费用。如果客户要求使用与标准包装(特殊包装)不同的包装, 客户有义务回收或处理这些包装, 并自行承担费用。

§ 7 Claims in case of defects 缺陷索赔

7.1 The objects delivered by us must be carefully examined without undue delay after delivery to the Customer or to the third party appointed by him. They are considered as approved, if a defect, that could have been discovered by a careful examination, is not reported in writing within three days after receipt of the goods; the date of sending the objection to us shall be decisive. If the defect was not noticeable by a careful examination, the obligation to report the defect without undue delay in writing shall apply from the time of discovery.

7.1 客户或客户指定的第三方在收到我们交付的货物后, 必须立刻仔细检查, 不得无故延误。向我们提出异议的日期非常重要, 如果本可以通过仔细检查发现的缺陷在收到货物后三天内没有以书面形式报告, 则视为合格。经仔细审查仍不能发现的缺陷, 自发现之日起, 应当及时书面报告缺陷。

7.2 If a delivery or service defect exists, for which we are responsible, we are obliged, at our option, to remedy the defect or deliver a replacement. To the extent that remedy of defects is not possible or that remedy is refused or delayed by us, the Customer has the right to reduce his own service or to rescind from the agreement. In case of remedying the defect, we are obliged to pay all costs required to remedy the defect, in particular travel and transport, labour and material costs, unless these are increased by the fact that the purchased object was taken to a different location than the original place of shipment. This does not apply if transporting the delivered

object to another location corresponds to its agreed use.

If we select subsequent performance in the form of replacement, the delivered objects with defects shall be returned to us carriage paid, whereby the Customer is obliged to select the most economical type of shipment.

7.2 如果产品或服务存在缺陷，而我们对此负有责任，我们有义务对缺陷进行补救或提供替代品。如果无法对缺陷进行补救，或我方拒绝或拖延了对缺陷的补救，客户有权解除协议。在补救缺陷的情况下，我们有义务支付补救缺陷所需的所有费用，特别是旅行和运输、劳动力和材料成本，除非这些费用因购买的物品被带到与原装运地点不同的地方而增加的。若将已交付的货物运输到另一位置与其约定的用途不一致，则不适用。如果我们选择以更换的形式进行后续的履行，那么交付的有缺陷的物品将被退回到工厂，运费由我们支付，这样客户就有义务选择最经济的装运方式退回。

7.3 The limitation period for claims based on defects amounts to one year and begins with the time of delivery to the Customer or to a third party appointed by the Customer.

7.3 索赔的时效为，从交付给客户或客户指定的第三方之日起算一年。

7.4 The delivery of used objects takes place excluding any warranty.

7.4 使用过的产品交付不享有任何质保。

§ 8 Purchase of consumer goods 消费品采购

§ 7, section 7.3 does not apply if the newly manufactured objects delivered by us are sold to consumers, also within the context of a chain of suppliers (§§ 474 et seqq. German Civil Code).

如果我们交付的新产品被销售给消费者，也在供应商链的范围内，则第 7.3 节不适用 (§474 及 seqq 德国民法典)。

§ 9 Compensatory damages

补偿性损害赔偿

9.1 We are only liable – irrespective of the legal ground - for the willful and gross negligent conduct of our organs and vicarious agents as well as – irrespective of the degree of fault - for damages from injury to life, body or health.

9.1 无论法律依据如何，不论过失程度如何，我们只对我们的机构和代理机构的故意和严重过失的行为负责，也只对生命、身体或健康的损害负责。

9.2 We are also responsible for slight negligence by our organs and vicarious agents in the event of a delay in performance or infringement of any other cardinal duty. In such a case our liability is restricted to damages which could reasonably expected by us when concluding the agreement.

9.2 我们还对我们的机构和代理在迟延履行或违反任何其他主要义务时的轻微疏忽负责。在这种情况下，我们的责任仅限于我们在签订协议时可以合理预料到的损害。

9.3 All limitations of liability shall also apply in the event that the infringement of contractual duties simultaneously represents tortious action.

9.3 所有责任限制应适用于合同义务的侵权的事件同时代表了侵权行为的行动。

§10 Retention of title 所有权保留

10.1 We retain title in the delivered object until all payments from the delivery agreement have been received. In the event of a breach of contract by the Customer, in particular in case of default of payment, we are entitled to take back the delivered object after passing of

a reasonable extension of time without success. Taking back the delivered object does not imply a rescission from the agreement, unless expressly declared by us in writing. The garnishment of the delivered object by us invariably represents a rescission from the agreement. After taking back the delivered object, we are entitled to exploit it; the exploitation proceeds will be deducted from the Customer's liabilities minus reasonable exploitation costs.

10.1 直到收到来自交付协议的所有款项，否则我们保留被交付货物的所有权。在客户违反合同的情况下，特别是在拖欠付款的情况下，我们有权在合理的延长后取回交付的物品。收回交付物并不意味着协议的解除，除非我方书面明确声明。我们没收交付的物品必然代表协议的解除。收回交付物后，有权动用；开发收益将从客户的责任减去合理的开发成本中扣除

10.2 The Customer is obliged to keep the delivered objects in safe custody for us and to treat them with care.

10.2 客户有义务为我们保管交付的物品，并仔细对待。

10.3 In the event of garnishment or any other third-party encroachments on our delivered objects, the Customer must notify us immediately in writing so that we can take legal action according to § 771 Civil Procedure Rules (ZPO). If the third party is not in a position to refund us the legal and out-of-court costs of a lawsuit according to § 771 ZPO, the Customer is liable for the loss incurred to us.

10.3 如果我们交付的物品遭到损坏或任何其他第三方侵犯，客户必须立即书面通知我们，以便我们可以根据第 771 条民事诉讼规则(ZPO)采取法律行动。如果第三方不能根据§771 ZPO 的规定向我们退还法律和法庭外的诉讼费用，客户将对我们所遭受的损失负责。

10.4 The Customer is entitled to re-sell the delivered object in the normal course of business; however, he hereby assigns to us all claims amounting to the final invoice amount (including value-added tax) of our claims arising against his customers or third parties from the re-sale, regardless of whether the delivered object is re-sold with or without processing. The Customer shall remain entitled to collect this claim after the assignment. Our entitlement to collect the claim ourselves shall remain unaffected. However, we agree not to collect the claim as long as the Customer fulfils his payment obligations from the collected revenue, is not in default with his payment obligations, and in particular no application for commencement of insolvency proceedings has been filed and no suspension of payments exists. However, if this is the case, we can demand that the Customer informs us immediately of the assigned claims and their debtor(s), gives us all details necessary for their collection, hands over the relevant documentation and notifies immediately the debtor (third party) of the assignment and informs us thereof by means of a copy/accompanying letter.

10.4 客户有权在正常业务过程中转售交付的对象；但是，他在此将我们因转售而对他的客户或第三方产生的所有索赔的最终发票金额(包括增值税)转让给我们，无论所交付的对象是转售还是未进行处理。客户在转让后仍有权收取此索赔。我们自己收取索赔的权利不受影响。但是，只要客户从所收取的收入中履行了支付义务，没有拖欠支付义务，特别是没有提出破产程序启动申请，以及没有出现支付中止，我们同意不收取索赔。然而，如果是这样的话，我们可以要求客户马上通知我们的索赔和分配他们的债务人给我们提供所有必要的细节的收集、移交的相关文档，并立即通知债务人(第三方)的分配并通过复制/附函告诉我们。

10.5 The processing or transformation of the delivered objects by the Customer will always be carried out for us. If the delivered object is processed with other objects that do not belong

to us, we acquire co-title of the new object in the ratio of the value of the delivered object (final invoice amount including value-added tax) to the other processed objects at the time of processing. The same provisions apply for the object created by the aforesaid processing as for the object delivered with reservations.

10.5 客户应为我们提供已交付产品的加工或改造。如果已交付对象与不属于我们的其他对象一起处理，我们按照处理时已交付对象的价值(最终发票金额含增值税)与其他被处理对象的比例获得新对象的共同所有权。上述处理产生的客体，与有保留交付的客体，适用同样的规定。

10.6 If the delivered object is inseparably mixed with other objects that do not belong to us, we acquire co-title of the new object in the ratio of the value of the delivered object (final invoice amount including value-added tax) to the other mixed objects at the time of mixing. If the mixing takes place in a way in which the Customer's object is to be regarded as the main object, it will be agreed that the Customer will transfer proportionate co-ownership to us. The Customer will safeguard the created sole ownership or co-ownership for us.

10.6 若交付物与不属于我方的其他物不可分割地混合，我方在混合时以交付物的价值(发票最终金额含增值税)与其他混合物的比例取得新物的共同所有权。如果在混合过程中，顾客的物品被视为主要物品，我们将同意顾客将按比例将共有权转让给我们。客户将为我们维护创建的唯一所有权或共同所有权。

10.7 At the Customer's request, we undertake to release the securities to which we are entitled insofar as the realizable value of our securities exceeds the secured claims by more than 10 %; we are entitled to select the securities to be released.

10.7 应客户要求，只要我们的证券的可变现价值超过担保债权的 10%以上，我们承诺释放我们有权享有的证券;我们有权选择要发行的证券。

§ 11 Terms of payment 付款条件

11.1 Unless otherwise agreed, our invoice amounts are payable within 30 days without any deduction. On expiration of this time period, the Customer is in default of payment without the requirement of a reminder by us.

11.1 除非另有约定，我方发票金额应在 30 天内支付，不得有任何扣减。在此期限届满时，客户将对没有得到我们的提醒就拖欠付款负责。

11.2 The Customer may not exercise any right of set-off unless his counterclaim is undisputed or has been established as final and absolute. The same applies to the assertion of a right of retention.

11.2 客户不得行使抵销权，除非其反诉是无可争议的或已确定为最终绝对的。保留权的主张也是如此。

§12 Written form and final provisions 书面形式和最终规定

12.1 Any provisions deviating from the Terms and Conditions require an explicit written agreement.

任何与条款和条件相背离的规定都需要一个明确的书面协议。

12.2 Provided that the Customer is not a consumer the legal venue for any disputes from the business relationship between us and the Customer is Gießen, Germany. However, we are also entitled to take legal action against the Customer at his standard legal venue as well as at the location to which the delivered object was sent at the Customer's request.

12.2 如果客户不是消费者，我们与客户之间的商业关系发生任何纠纷的法律诉讼地点为德国公司。然而，我们也有权在客户的标准法律地点以及客户要求的送货地点对客

户采取法律行动。

12.3 All legal relationships in connection with entering in, performing under or termination of this agreement shall be governed and construed in all respects in accordance with the laws of the Federal Republic of Germany with the exclusion of the Convention on Contracts for the International Sale of Goods (CISG). This also applies if the legal relationships is based on tort or on any other legal basis.

12.3 与签订、履行或终止本协议有关的所有法律关系均应受德意志联邦共和国法律管辖，并按其进行解释，但不包括《国际货物销售合同公约》(CISG)。如果法律关系是基于侵权或任何其他法律基础，这也适用。