

(4) To the extent permissible by law, except that actions of claims for compensation for damage caused by a defect in a product shall be brought within 24 months calculated from the date on which the injured party become aware or ought to be aware that his rights and interests had been infringed, all rights to claim for compensation caused by any breach of these Terms and Conditions herein shall cease 36 months after the injured party become aware or ought to be aware of the damage.

在法律允许的范围内，除因产品瑕疵所引起的赔偿金额赔偿行为应在受害一方发现或应当发现其权利和利益受到侵害之日起24个月之内提出之外，其他任何因违反本条款与条件的行为所引起的索赔在受害一方发现或应当发现损害之后36个月后将无法获得支持。

(5) Technical consultations and information about processing and possible uses of our goods that we provide free of charge are deemed a service without commitment, and for which we assume no liability.

我方免费提供的关于我方货物的技术咨询与加工及可能用途的信息，应视为非承诺性服务，对此我方不承担任何责任。

(6) We are only liable for our own content on the company's website. In the event that we provide links to other website, we are not liable for the third party content included in such websites. In the event that we obtain knowledge of illegal content on external websites, we shall immediately block access to such sites.

我方仅对公司网站上我方自己的信息内容负责。如果我方提供了其他网站的连接，我方对这些网站上的第三方信息内容不承担责任。如我方获悉此类外部网站存在非法内容，我方将立即阻止此类网站的链接。

12. Intellectual Property and Indemnification 知识产权和赔偿

(1) The sale of our goods and services furnished hereunder does not convey any license by implication, or otherwise under any copyright, patent right or other Intellectual Property Rights (as defined below) of us covering the goods and services. Unless otherwise agreed to in writing, we retains all title and all rights to Intellectual Property Rights relating to the goods and services. Except as specifically provided herein, the sale of goods and services conveys no license to the customer under any Intellectual Property Rights of us and/or the entities that control, are controlled by, or are under common control with us (such entities, "Affiliates").

本通用条款和条件项下货物和服务的销售并不通过默示的方式或以其他形式构成我方对货物和服务相关的版权、专利权、或其他知识产权（定义见下文）下的任何许可的让渡。除非有书面形式约定外，我方保留货物和服务所有权利和一切与货物和服务有关的知识产权。除非本通用条款和条件有明确约定，货物和服务的销售不会将任何我方和其他控制我方、或在我方控制下、或与我方共同控制的实体（这些实体称为关联方）所享有的知识产权下的许可让与与客户。

(2) We shall not be responsible to the customer, and the customer waives any claim against us, for any alleged infringement of Intellectual Property Rights, in connection with the goods and services.

在货物和服务被声称侵犯知识产权的指控，我方无须对客户承担责任，而客户亦放弃就该等侵权行为向我方的索赔。

(3) The customer shall defend, indemnify and hold us and our Affiliates, and its and their directors, officers, employees, successors and assignees harmless from and against any such alleged infringement on the Intellectual Property Rights arising out of or relating to any instruction given by the customer to us regarding the patent, utility model, designs, trademark, copyright, pattern and specifications for the goods and services.

如因客户向我方发出与货物和服务的专利、实用新型、外观设计、商标、版权、样式及规格有关的指示所引起的，或与之相关的侵犯知识产权的指控，客户应为我方及我方关联方、及其董事、高级管理人员、员工、继受者及受让人进行抗辩、赔偿，并使上述各方免受任何损害和损失。

(4) For purposes hereof, the term "Intellectual Property Rights" mean, collectively, copyright rights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation trade names, trademarks, and service marks), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of P.R.China, or any other state, country or jurisdiction.

为本通用条款和条件的目的，“知识产权”一词指现有的以及/或随后产生的版权（包括但不限于使用、复制、更改、分销、公开演绎受版权保护的作品的专有权利）、商标权（包括但不限于商号、商标及规格商标）、专利权（包括但不限于制造、使用和销售专利的专有权利）、商业秘密、精神权利、公开权、作者权利、商誉以及其他一切知识产权，以及上述权利的一切续期或延展，无论该等权利根据中华人民共和国法律或其他州、国家或司法管辖区的法律产生。

13. Nondisclosure 保密

The customer shall exclusively use all documents and knowledge that we declare as confidential and in whose confidentiality we are obviously interested, which he obtains in the course of our business relationship, for the jointly pursued purposes and treat them with the same care towards third parties that he would use in the treatment of his own documents and knowledge.

为了双方所共同追求的目的，客户应排他性使用其在我方商业合作过程中所获取的我方宣布为机密的、以及我方对其机密性表示关注的资料和信息，并以其对待自己的资料和信息的方式一样对待该等资料和信息。

14. Data protection 数据保护

(1) With our data protection information, we inform our customers of the:

关于我方的数据保护信息，我方就以下内容通知我方客户：

» nature, scope, duration and purpose of the collection, processing and use of personal data required for the execution of orders and invoicing;

订单执行及票据开具所需的个人信息的性质、范围、期限、收集目的、处理和使用；

» their right to object to the preparation and use of his anonymized user profile for the purpose of advertising, market research and tailoring of our offerings;

客户反对以广告、市场调研和我方出售物进行定制为目的而准备和使用其匿名用户资料的权利；

» the transfer of data to companies commissioned by us and subject to statutory data protection provisions for the purposes, as well as for the duration of credit assessments, and for the dispatch of goods or services;

出于信用评估的目的以及在信用评估期间，及出于货物或服务发送的目的，将数据转移给我方所委任，并受数据保护法规保护的公司；

» the right to gratuitous disclosure of his personal data stored by us.

无偿公开我方所存储的他的个人信息的权利；

(2) Any collection, processing and use of personal data beyond the scope of section (1) requires the customer's consent.

上述第一条所规定的范围之外的任何个人数据的收集、处理和使用需要征得客户的同意。

The customer shall be offered an opportunity to give this consent before he places his order. The customer has the right to revoke his consent at any time. Further documents are available on our website.

客户下订单之前，应被给予表达赞同意见的机会。客户有权随时撤销其同意意见。更多文件可以通过我方网站获取。

15. Force majeure 不可抗力

In the event that circumstances change under which the contract has been concluded, or events of force majeure occur that include, without limitation, natural catastrophes, non-delivery of input material, breakdown of machinery, interruption of operations of any kind, strike, lockout in our own company or in companies related to the fulfillment of the performance, or hindrances due to official directives, or sanctions by international authorities, as well as any causes that would make the delivery unreasonably difficult or impossible, relieve us of our duty to perform for the duration and the scope of the impact of such disturbances, or entitle us to withdraw from the contract entirely or from that part that has not yet been fulfilled, without the customer having the right to raise legal claims against us.如遇到合同达成时的情形发生改变，或者不可抗力事件（包括但不限于自然灾害、进口材料未交货、机器故障、任何形式的运营中断、罢工、我方自己工厂内或与履约相关的其他公司内所发生的停工、因官方指令造成的阻挠、国际机构施加的制裁，以及任何造成交货异常困难或不可能的事由）的情形，将免除我方在此类干扰期间及其影响范围内的履约义务，或者赋予我方有权完全或自未履约部分开始起终止合同（且客户无权就此向我方提出合法索赔）。

16. Export controls 出口管控

(1) Our goods and services are supplied with the provision that their delivery is not impeded by national or international regulations, especially export control regulations such as embargos or other sanctions.

我方供应货物与服务的前提条件是其所交付不受某国或国际性法规，尤其是出口管控法规（如贸易禁令或其他制裁措施）的妨碍。

(2) The customer commits to not selling the products to third parties of whom he has reason to assume will disregard such regulations or circumvent them. Upon request, the customer must provide us, without delay, all required information, especially as regards the final recipient, final destination and end-use of the goods or services.

客户承诺不向其有充分理由认为可能会不遵守或规避这些法规的第三方销售产品。应我方要求，客户必须立即向我方提供所有必要信息，尤其是有关货物或服务的最终收货人、最终目的地和终端用途等信息。

(3) The customer (ordering party, consignee) commits to not using the goods, neither directly nor indirectly, in any way in connection with the development, production, handling, operation, maintenance, supply, detection, identification or dissemination of chemical, biological, or nuclear weapons, or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons, unless he holds the required official licenses for these purposes.

客户（订购方，收货人）承诺不得以任何形式直接或间接利用本货物从事化学、生物或核武器，或其他核爆炸装置的开发、生产、搬运、操作、维护、供应、侦察、识别或扩散；或从事具备此类武器发射能力的导弹的开发、生产、维护或存储，除非其持有用于这些用途的官方许可。

(4) The customer (purchaser, consignee) shall comply with all applicable export control laws and commit to neither directly nor indirectly selling, exporting, re-exporting, supplying, transferring or making the supplied goods otherwise accessible to persons, companies, institutions, or organisations, or in countries when this would contravene Chinese, to the extent applicable, European, UN-, or U.S. (re-)export control regulations. The customer shall indemnify and hold us harmless for any and all claims, demand, cost, fines, penalties, fees, expenses, or losses arising from the customer's failure, intentional or unintentional, to comply with the foregoing paragraph.

客户（采购方，收货人）应遵守所有适用的出口管控法律，并承诺，如果该行为可能违反中国（如适用）、欧洲、联合国或美国的出口（再出口）管控法规，则不直接或间接向个人、公司、机构或组织，或在特定国家内销售、出口、再出口、供应、转让，或促使其能够以其他方式获取所提供的货物。客户应赔偿并免除我方因客户有意或无意未能遵守上述条款而造成的任何声索、要求、成本、罚款、惩罚、费用、开支或损失的责任。

(5) In the case of re-selling/transfer of the supplied goods, the customer (purchaser, consignee) commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

如果出现销售或转让所提供货物的情况时，客户（采购方，收货人）承诺使其客户知悉所有出口相关法规，并转移因此而产生的所有义务。

(6) On request, the customer commits to issuing an end-use certificate and to sending the original to us, in order to enable us to prove the end-use and intended purpose.

如我方要求，客户承诺出具一份终端用途证明，并将原件寄送我方，便于我方能够核实终端用途及使用目的。

(7) The customer (purchaser, consignee) shall be liable to the fullest extent for any damages resulting to us from any culpable non-compliance with the Chinese, European, Austrian or U.S. (re-)export regulations by the customer (purchaser, consignee) and release us from any liability towards third parties.

客户（采购方，收货人）应对任何因客户（采购方，收货人）未能遵守中国、欧洲、澳大利亚或美国的出口（再出口）相关法规而造成的对我方的损害负全部责任，并免除任何我方对第三方的责任。

(8) Our offers, order confirmations, and the contract, as well as the fulfillment thereof, are subject to us obtaining all required export or transfer licenses, or any other permits in connection with export regulations or releases from the relevant authorities, and to there not being other legal obstacles in connection with export regulations that we, as exporters or shipper, or any of our suppliers, must adhere to.

我方的报价、报价确认和本条款和条件及其履行以我方能够获得所有出口或转让执照，或任何其他与出口法规相关的许可，或相关权威部门的放行，以及不存在其他我方作为出口商或发货人，或者我方供应商必须遵守的与出口法规相关的法律障碍为条件。

17. Compliance 合规

The principles and guidelines for a sustainable ethically, morally, and legally unobjectionable behaviour in business, as defined in the latest version of the 'Code of Conduct of voestalpine AG' and the related 'Code of Conduct for voestalpine Business Partners' are available under

<http://www.voestalpine.com/group/de/konzern/compliance/> and are explicitly deemed accepted by the customer, who supports their underlying principles and regulations. In individual cases, when patently clear and severe breaches of the underlying principles and regulations by the customer become evident, and which make a

continuation of the business relationship untenable, we are entitled to terminate the contractual relationship for good reason and, therefore, with immediate effect. The customer commits to holding us harmless of any damages and disadvantages resulting therefrom.

为商业活动建立可持续发展的伦理、道德和法律的为行为的原则和指导方针已在最新版奥钢联行为准则以及相关的奥钢联合作伙伴行为准则中予以定义，并可通过网址<http://www.voestalpine.com/group/de/konzern/compliance/>获取，并应明确地视为已被支持其中的根本原则和规章的客户所接受。如发现客户有明显且严重违反此根本原则和规章，且造成双方商务合作难以继续的个别情况，我方有权以充分理由由即刻终止合同。客户承诺使我方免受由此所发生的任何损害及不利情形。

18. Place of jurisdiction and applicable law 管辖地及适用法律

(1) Any claim, dispute, or controversy arising from or related to the goods and services purchased by the customer from us, the interpretation of these Terms and Conditions or any quotation, order confirmation or order entered into in connection herewith, or the breach, termination or validity of these Terms and Conditions of any such quotation, order confirmation or order will be resolved exclusively and finally by the Shanghai International Economic and Trade Arbitration Commission (SHIAC) for arbitration in Shanghai under its then valid arbitration procedures and rules. The arbitration award shall be final and binding upon both parties.

任何因客户从我方购买的货物和服务，因本条款和条件的解释或根据本条款和条件发生的报价、订单确认及签署的订单，或因任何报价、订单确认或订单的条款和条件的违约，终止或有有效性而产生或与之相关的索赔、争议或分歧，最终均由上海国际经济贸易仲裁委员会（SHIAC）根据其届时有效的仲裁程序和规则进行独家仲裁。仲裁裁决为终局裁决，对双方均具约束力。

(2) These Terms and Conditions shall be governed and interpreted in accordance with the laws of the P.R.China (without reference to principles of choice and conflicts of laws), and also prevailing international conventions (i.e. Incoterms 2010® and the United Nations Convention on Contracts for the International Sale of Goods(1980)) and business practices to the extent PRC laws allow or remain silent.

本条款与条件应适用中华人民共和国法律（不包括法律选择原则和冲突规则）和现行国际条约（即《2010年国际货物销售公约》和《1980年联合国国际货物销售合同公约》）并依其解释，且在中华人民共和国的法律允许或不作规定的情况下，也可适用现行的商业惯例。

(3) If one or more of the provisions become ineffective, the other provisions remain binding.

如果一项或多项条款失效，其他条款仍具约束力。

19. Languages 语言

These Terms and Conditions of Sale have been written in both English and Chinese with both versions having the same effect. In case of any conflict/discrepancy between the English version and the Chinese version, the English version shall prevail.

本条款和条件以英、中两种语言书就，两种语言版本具有同等法律效力。若两种语言版本有任何冲突/不一致，应以英文版本为准。