

## 通用销售条款（2010年4月）

MD 北京（以下简称“MD”）在所有地点（按照原文的意思，这里所指的是 MD 集团位于各地的下属公司，所以不能在将 MD 集团改为 MD（北京）之后仍然沿用，除非 MD（北京）在中国其他地方设有分公司。如果指 MD（北京）所有的分公司，则应当翻译为“由 MD（北京）下属的所有分公司供应的所有新产品，以及提供的所有相关服务，包括交货、安装和装配服务，适用如下规定：

- 德国电器电子制造商协会于 2005 年 6 月颁布的《电器电子工业产品供应和服务一般交易条款》（以下简称“电商协会交易条款”）；
- 电商协会 2005 年 11 月颁布的《补充条款：所有权保留的延长》，经要求，我方可提供此文件；以及
- 下列具有补充性质的销售条款。

如果下列具有补充性质的销售条款与《电商协会交易条款》有不一致，则应当优先适用下列具有补充性质的销售条款。

客户方的通用条款不予适用。

- 1) 当 MD 因市场行情变化而被迫以高于合同订立之时的价格购买原材料时，MD 保留相应调整其产品价格的权利。当 MD 目前无法在市场上采购到相关原材料时，应相应延长 MD 向客户交付产品的时间。
- 2) 如果 MD 为客户开展研发工作或者为了履行客户的订单而必须购买特殊工具，且没有直接向客户收取费用，那么客户有义务购买供货合同中约定的最小订购量。如果客户采购数量少于约定的最小订购量，则客户必须全额支付原本已经计入买价的研发费用或为购买特殊工具所支出的费用。

如果 MD 为客户开展研发工作，但客户在研发完成前或者在受领基于该研发而生产的任何产品之前终止合同，则客户应赔偿 MD 所产生的研发费用。

- 3) 禁止质押或转让所有权保留物。
- 4) 客户在事先约定的情况下可以参观 MD 公司。客户来访期间，必须有一位 MD 分派的技术上被认可的工作人员全程陪同。MD 有权决定客户在何种程度内可以被授权进入哪些区域，了解哪些生产程序和/或阅读哪些文件。
- 5) 法定质量保证条款和责任条款适用。如果客户不在 MD 认可的应用范围内或者在不在所设计产品的技术规范中规定的环境、装置、条件下使用 MD 的产品，MD 不承担任何责任。

MD 在任何情况下都不接受客户请求的一揽子损害赔偿和索赔。MD 仅在法律规定的范围内，对经举证的具体损害或索赔承担责任。

- 6) 本《通用销售条款》以中文和英文文本拟定。任何情况下，当中文文本与英文文本不一致时，应以英文文本为准。

《通用销售条款》完

## General Terms & Conditions of Sale (April 2010)

For the delivery of all new products by MD (Beijing) ELECTRONICS at all locations (referred to as MD hereafter), as well as all associated services, including delivery, installation and mounting services, the following apply: - The "General Conditions for the Supply of Products and Services of the Electrical and Electronics Industry" of the Zentralverband der Elektroindustrie (ZVEI = German electrical and electronic manufacturer's association), dated June 2005 (hereafter referred to as the ZVEI Conditions), as well as - The "Supplementary Clause: Extended Retention of Title" from the ZVEI, dated November 2005 which we will make available upon request as well as: - The following supplementary Conditions of Sale. In case of contradictions, the following supplementary Terms & Conditions of Sale have precedence over the ZVEI Conditions.

General conditions from the Customer are not recognized.

- (1) MD reserves the right to adjust the prices of his products correspondingly if the market situation forces him to purchase raw materials at prices that are higher than they were at the time the contract was agreed to. If raw materials are temporarily not available on the market, the delivery times will increase correspondingly.
- (2) If MD incurs research and development costs, or must purchase tools specifically for the Customer's purchase order and does not charge the Customer directly for them, then the Customer is obliged to purchase the minimum quantities stipulated in the Supply Contract. If the Customer purchases fewer than the agreed to minimum quantities, then the customer is obliged to pay MD in full, for the remaining research and development or acquisition costs as originally quoted.

If MD performs research and development for the Customer and the Customer terminates the contract before said development has been completed, or before purchasing the agreed product quantities resulting from said development, then the Customer shall reimburse MD for the research and development costs incurred.

- (3) The pledging or assigning as security of goods delivered under retention of title is not permitted.
- (4) After advance agreement, MD will grant the Customer access to his operating site. A technically qualified employee assigned by MD shall be present and available at all times during this visit. MD reserves the right to decide which areas, production procedures and/or documents, and to what extent, the Customer shall be granted access to.
- (5) Legally applicable warranty and liability regulations shall apply. MD shall not be liable if the Customer operates parts supplied by MD in applications other than those approved by MD, or in environments, installations or conditions other than those stipulated in the specifications of the designed product.

On no account shall MD accept claims from the Customer for lump-sum damage(s) or complaint payments. MD shall only be liable within legal regulations for proven and specifically incurred damage(s) or complaint costs.

- (6) The original text has been drawn up in both English and Chinese. If there are any discrepancies between the English and Chinese versions, the English text shall prevail in all instances.

End of General Terms & Conditions of Sale