

中国区的交付和付款的一般条款和条件

General Terms and Conditions of Delivery and Payment in China (07-2018)

1. 范围

即使未明确或另行约定,本一般条款和条件适用于科德宝·宝翎无纺布(苏州)有限公司/成都科德宝宝翎滤清器有限公司(“**本公司**”)所有的报价、合同、交付和其他服务(下称“**交付**”),包括与客户所有未来的业务往来。本条款和条件在下达订单时或最迟在收到货物时被视为已被接受。客户提出的与本条款和条件相矛盾的条件在此予以明确拒绝,除非本公司另行明确书面同意。如果本条款和条件中的任何规定无效,其余规定的有效性不受影响。此外,在本公司使用客户的电子平台并激活任何该电子系统所提示的对话框时,此种激活并不代表本公司接受客户的使用条款或其他一般条款和条件。若本交付和付款的一般条款和条件与双方另行书面约定的主合同或订单有冲突,则优先适用另行约定的内容。

2. 合同的订立、文件、工业产权

- 2.1 若双方并未签署其他书面合同,本公司的报价不具约束力。合同关系仅在获得本公司书面的订单确认函之时成立。如果本公司未以书面形式确认订单,则合同最迟在订单履行时成立。本公司代表所做的口头声明或电话声明仅在本公司以书面形式予以确认的情况下具有法律约束力。
- 2.2 如外贸或禁运(和/或其他制裁)相关国内法或国际条约或环境相关法律禁止合同的执行,则本公司无义务履行该合同。
- 2.3 本公司保留所有估价单、设计、图纸和其他文件的所有权和版权;仅在本公司的明确批准同意的条件下,才可以保存、修改、复制或向第三方提供该等文件。作为本公司报价的一部分予以提供的图纸和其他文件必须应,按照本公司于任何时候提出的要求,予以返还。如果本公司根据客户提供的图纸、模型、样本或其他文件交付产品,则客户需保证不侵犯第三方的工业产权,且前述客户信息及其使用遵守所有可适用法律法规,尤其是与产品安全相关的法律法规。如果第三方基于其所有权特别禁止生产和交付该类产品,则本公司有

1. Scope

These General Terms and Conditions apply to all the offers, contracts, deliveries and other services (hereinafter “**delivery**”) by Freudenberg & Vilene Nonwovens (Suzhou) Co. Ltd./ Freudenberg Vilene Filter (Chengdu) Co., Ltd. (the “**Company**”), including all future business relations, even if not explicitly and separately stipulated. The Terms and Conditions shall be considered as accepted at order placement or receipt of goods at the latest. Conditions to the contrary set by customer is herein explicitly rejected, unless otherwise agreed by the Company in writing. If any clause of these Terms and Conditions becomes invalid the validity of the remaining stipulations shall not be affected. Also, in case the Company participates in a customer’s electronic platform and activate any dialogue boxes requested by the system, such activation does not constitute an acceptance of the terms of use or any other general terms and conditions of the customer. If there is any conflict between the main contract or spate order otherwise agreed by both parties, the otherwise agreed content shall prevail.

2. Completion of contract, documents, industrial property rights

- 2.1 Providing that there are no other written agreement between both parties, the Company’s offers are not binding. A contract shall only be completed upon the written order confirmation by the Company. If the order is not confirmed by the Company in writing the contract shall be completed upon order execution at the latest. Statements made by the Company’s representatives orally or by phone shall be legally binding only if confirmed in writing.
- 2.2 The Company is not obligated to fulfil the contract if national or international rules and regulations regarding foreign trade or embargos (and/or other sanctions) or environmental law prohibit its execution.
- 2.3 The Company reserves all proprietary rights and copyrights of estimates, designs, drawings and other documents; these may be saved, modified or copied, and made available to third parties only with the Company’s express approval. Drawings and other documents provided as part of an offer shall be returned to us on request at any time. In case of delivery of items by the Company according to drawings, models, samples or other documents provided by the customer, the latter shall ensure that industrial property rights of third parties are not infringed upon, and such customer information and the use of it are in compliance with all applicable laws and regulations, in particular such related to products safety. If a third party, referring to proprietary rights prohibits in particular the manufacturing and delivery of such

权中止所有相关的事宜并提出索赔,且无需承担分析法律责任的义务。此外,客户应承诺立即赔偿本公司任何由第三方提出的与客户提供的文件有关的索赔。

- 2.4 除非双方另行书面同意,否则所有供应产品所需的样品、测试零件模具的成本和费用均不包含在产品价格中。除非双方另有约定,该等成本和费用的支付在相关样品、测试零件、模具第一次验收后十(10)个工作日内支付。除非另行约定,收取采购和制造批量生产所需的模具的全部或部分成本并不影响本公司保留所有由本公司制造或购买的模具的权利。
- 2.5 本公司不接受任何形式的口头订单。在本公司出具书面的订单确认函之后,本公司有权立即采购整个订单的原材料并按总订货量进行生产。因此,订单下达之后的任何客户变更请求不被纳入考虑,除非以书面形式另行明确约定。
- 2.6 因生产需要或者计划相关的原因,本公司交付的货物的数量可能出现浮动,浮动范围在约定数量±10%。

3. 性能描述

- 3.1 交付产品的质量最终以明确约定的产品特征描述为准(例如,规格、标签、批准和其他信息)。若客户与本公司无明确书面约定,本公司不作出任何默示的保证。本公司仅在有明确书面协议的情况下做出特殊用途或特定适用性的担保;否则适用性风险和使用风险由客户承担。本公司保留物理和化学属性的任何常规的或技术上不可避免的偏差,包括颜色、配方、制作方法、化学污染、工艺、原材料的使用以及订货量,除非客户认为其不合理而拒绝接受。
- 3.2 交付产品的详细信息(例如目录、产品信息、电子媒体或标签上提供的信息)是基于本公司的一般经验和知识,因此仅作为参考值或参考标记。这些产品的详细信息以及明确说明的特征/用途并不免除客户对产品进行预定用途测试的必要和针对产品特性采取措施以谨慎保管产品的义务。
- 3.3 关于质量以及本公司产品的可能用途的详细信息不包含亦不构成任何保证,除非以书面形式明确约定。

items the Company shall be entitled to suspend all relevant activities and to claim damages without being obliged to analyze legal responsibilities. In addition, the customer shall undertake to indemnify us immediately from third-party claims related to documents made available to us.

- 2.4 Unless otherwise agreed by both parties in writing, the costs and expenses relating to all the samples and testing parts, and tools which is required for the supply of the goods are not included in the price of the goods. Unless otherwise agreed by both parties, such costs and expenses shall be due for payment and paid within ten (10) working days after the first acceptance of the samples, testing components or the tools. The title to all the tools made or procured by the Company even if the procurement or manufacturing costs are wholly or partially covered by the customer.
- 2.5 Any oral order is explicitly rejected by the Company. After the Company has confirmed the order in written, the Company shall be entitled to procure materials for the entire order and to manufacture the total order quantity immediately. Any customer requests for changes after order placement can, therefore, not be taken into consideration, unless explicitly agreed upon otherwise in written.
- 2.6 To the extent necessary for manufacturing or planning related reasons, the Company's deliveries may exceed or fall short of the agreed quantity by up to 10%.

3. Performance description

- 3.1 The quality of the delivery item shall be finally described by explicitly agreed features (e.g. specifications, labels, approvals, other information). The Company gives no implied warranty without explicit written agreement between the customer and the Company. Warranty for a special purpose or particular suitability shall be given only in case of explicit written agreement; otherwise the risk of suitability and use shall be assumed by the customer. The Company shall reserve any customary or technically unavoidable deviations from physical and chemical quantities, including colors, formula, recipes, chemical contamination, processes and the use of raw materials as well as order sizes, as far as this may not be accepted as unreasonable by the customer.
- 3.2 Details of the delivery item (e.g. provided in catalogues, product information, electronic media or on labels) are based on the Company's general experience and knowledge and are thus reference values or markings only. These product details as well as expressly stipulated features/purposes shall not relieve the customer of the need to test the product for the intended purpose and to take the respective measures for careful storage.
- 3.3 Details on quality and possible uses of the goods do not include or constitute any warranties, unless these are explicitly specified as such in writing.

4. 交付和交付时间

- 4.1 产品交付的时间以经本公司书面确认的合同或订单确认函为准。若客户未妥当履行其义务（例如提供技术数据和文件、批准以及支付预付款或提供付款担保），则交付期限无效。
- 4.2 除非双方已有关于交付批次的明确书面约定，本公司有权分批交付。
- 4.3 如出现导致无法及时履行已接受订单的不可抗力事件或其他超出本公司控制范围的事件，在这些事件仍持续有影响期间内，本公司的交付承诺得以免除。此外，在本公司无法从供应商处取得与订单有关的产品产品的情况下，本公司保留解除合同的权利；第 8 条项下本公司因故意或过失导致的损害赔偿义务不受影响。本公司将毫不延迟地通知客户无法及时交付，在解除的情况下，本公司将毫不延迟地返还所有已经收到的对价。
- 4.4 不接受已出售的无任何缺陷的货物的退货申请。
- 4.5 如果客户出现资不抵债或者进入破产程序、重组程序或类似程序、流动资金短缺或出现财务状况的重大恶化，则本公司有权立即中止交付并拒绝履行当前的合同，除非客户先行履行合同或者应本公司的要求提供适当的担保。
- 4.6 客户接收或付款时有过错，或违反主合同义务及附随义务时，客户应保证本公司无需支付任何因此产生的损害赔偿或额外费用。其他主张和权利不受影响。
- 4.7 产品运送至客户处或根据客户要求运送至第三方时，意外损害或意外灭失的风险最迟自产品离开本公司的场地/仓库时转移至客户，不论双方对运送地点有何约定，也不论运输费用由谁承担。
- 4.8 除非另行以明确的方式说明，本合同下任何国际贸易术语都指的是由国际商会颁布的 2010 年版国际贸易术语。

5. 担保、出口控制要求

4. Delivery and delivery time

- 4.1 Delivery date shall be subjected to the written contract or order confirmation by the Company. Delivery deadlines shall remain ineffective as long as the customer has not properly fulfilled his obligations, such as furnishing technical data and documents, approvals as well as making a down payment or providing a payment guarantee.
- 4.2 Unless it is clearly confirmed in writing by both parties regarding the instalments of delivery, the Company shall be entitled to deliver by instalments.
- 4.3 Force majeure or other events beyond the Company's control that render the timely execution of accepted orders impossible shall relieve the Company of its delivery commitment as long as these events prevail. Furthermore, the Company reserves the right to withdraw from the contract in case the Company does not receive the relevant goods, the Company's responsibility for damages caused intentionally or negligently according to clause 8 remains unaffected. The Company will inform the customer without undue delay that the delivery item will not be available in time, and in case withdraw from the contract by the Company, the Company will return any consideration already received without undue delay.
- 4.4 Returning sold and non-defective goods is not accepted.
- 4.5 In case that customer becomes insolvent or subject to bankruptcy proceedings, reorganization proceedings, or comparable proceedings, shortages of liquid funds or a significant deterioration of financial circumstances the Company is entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts unless the customer executes counter-performance or, on the Company's request, provides appropriate securities.
- 4.6 In case the customer is in fault of acceptance or payment or does culpable breach of any primary or accessory obligations, the customer shall indemnify the Company for any damages caused and any additional costs related thereto. Further claims and rights shall remain unaffected.
- 4.7 In case the goods are sent to the customer or a third party at the customer's request, the risk of accidental loss or accidental damage of the goods shall pass to the customer once the goods have left the Company's facility/warehouse at the latest, irrespective of the agreed dispatch place and irrespective of which party bears the transport costs.
- 4.8 Unless explicitly stated otherwise, any use of Incoterms shall be deemed as a reference to the INCOTERMS 2010 as published by the International Chamber of Commerce (ICC).

5. Securities, export control requirements

- 5.1 本公司对客户有权提出的所有现有的主张得到满足之前，本公司保留对所有已交付货物的所有权。保留的所有权作为本公司往来账户主张的担保。上述所有规定也适用于未来的主张。
- 5.2 客户仅有权在其正常业务范围内转售或处理所购得的产品，或者将其与其他货物相混合或组合；但是，对此客户将在双方协议的最终发票总额（包括增值税）范围内，将因所购产品的转售、处理、混合、组合或其他法律原因导致的所有索赔权（尤其是因保险合同或不法行为导致的索赔）转让给本公司。如果产品尚未出售但受制于某一工作和物料合同或工作和服务合同，则此条款同样适用。
- 5.3 所有权的保留同样适用于因全数将所购得的产品与其他货物一起加工、混合或组合所产生的新产品。如果所购产品与该第三方的货物一起处理、混合或组合后第三方所有权失效，则本公司将按这些货物的客观价值比例获得共同所有权。如果本公司的所有权因该类组合或混合而失效，则客户须按本公司交付货物的发票价值，将其所有权和/或新存货的预期权利转让给本公司，并免费代表本公司予以保管。
- 5.4 即使有该等转让，在本公司撤回授权之前，客户应被授权收取转售引发的债权的主张。只要客户及时满足对本公司的付款要求，本公司不会自行主张债权。如收到本公司的书面请求，客户有义务将该等已转让主张的债务人告知本公司并将该等转让通知债务人。
- 5.5 如果客户拖欠本公司应支付的款项，或因财务状况的重大恶化而出现流动资金短缺，或者不妥当履行双方议定的合同义务，本公司有权根据第 5.2 条立即撤销对客户转售以及转让的债权主张的授权。如果客户资不抵债或者进入破产程序、重组程序或类似程序、中止付款，或者如果因为流动资金短缺导致客户业务的所有权变更，则转售和已转让的债权主张将自动停止。
- 5.6 客户须尽到合理谨慎义务，代表本公司免费保管本公司所拥有的（共同）材料，并对火灾、盗窃和其他常见风险进行投保。客户自费定期进行维护和检查。
- 5.1 The Company reserves the ownership of all and any goods delivered until all existing claims maintained by the Company towards the customer have been satisfied. The reserved ownership shall be security for the Company's current account claims. All aforementioned stipulations shall also apply to future claims.
- 5.2 The customer shall be entitled to resell or process the purchased item or mix or combine it with other goods in the scope of its ordinary business only; however, customer will thus now assign to the Company all claims resulting from resale, processing, mixing, combining or other causes in law related to the purchased item (in particular from insurance contracts or unlawful acts) in the amount of the mutually agreed final invoice total (incl. VAT). The same applies if an item is not sold but subject to a contract for work and materials or a contract for work and services.
- 5.3 Reservation of ownership shall also apply to such new goods resulting from the processing, mixing or combining of the purchased items with other goods in their full amount. If third-party ownership rights extinguish after processing, mixing or combining with goods from those parties, the Company shall acquire joint ownership at a ratio of the objective value of those goods. If the Company's ownership ceases as a result of combining or mixing, the customer shall transfer to the Company now its ownership and/or expectant rights of the new stock or item to the extent of the invoice value of goods delivered by the Company, and shall hold them in custody on behalf of the Company at no charge.
- 5.4 The customer shall be authorized to collect debt claims from the resale despite the assignment, as long as the Company has not revoked this authority. The Company will not collect debt claims in person, as long as the customer meets its payments with the Company in due course. Upon the Company's first written request the customer shall be obliged to inform the Company about the debtors of assigned claims as well as to notify debtors of the assignment.
- 5.5 The Company shall have the right to revoke the customer's authority for resale according to point 5.2 and collection of assigned claims with immediate effect if the customer is in arrears with payments to the Company, experiences a shortage of liquid funds due to a significant deterioration of financial circumstances or does not carry out mutually agreed contractual obligations properly. In case that customer becomes insolvent or subject to bankruptcy proceedings, reorganization proceedings, or comparable proceedings, discontinues payments, or if due to a shortage of liquid funds a change of ownership occurs in the customer's business, the authority for resale and collection of assigned claims will cease automatically.
- 5.6 The customer shall hold the Company's (jointly) owned materials in custody on behalf of the Company at no charge with due care and diligence as a prudent businessman and shall insure them against fire, burglary and other usual risks.

- 5.7 禁止客户对保留所有权的情况下交付的货物进行任何质押或转让（作为担保）。在第三方做出任何质押或任何其他侵犯本公司所有权的行爲之前，客户须立即通知本公司，并以书面形式向本公司和第三方确认所有权。所产生的法律诉讼导致的剩余费用（即使本公司胜诉）由客户承担。
- 5.8 在5.1条下的所有权保留需要公开登记或生效需要客户的协助时，客户在此不可撤销地同意办理此种登记，并同意自行承担必要的费用。
- 5.9 如果客户违反合同，尤其是拖欠支付款项，本公司有权收回货物；客户特此提前同意该等情况下的该类收回。除非本公司做出决定并明确通知客户，否则收回货物并不视为合同终止。收回货物招致的所有费用（尤其是运输费用）须由客户承担。仅当已全额支付购买价格和所有费用之时，客户方可在无明确撤销通知的情况下要求交付已收回的货物。

6. 价格和付款

- 6.1 在订单确认函中没有特别列明的情况下，价格为常规交付期限内将货物通过陆路运输交付至客户指定地点的不含税（包括关税）人民币价格。所有与产品交付相关的税金与关税（如适用）由客户承担。对于特殊交付期限和交付地点的订单，以订单上的另行约定为准。
- 6.2 如原材料、工资、能源和其他超出控制的因素出现不可预见的变更，本公司将有权相应地调整价格。对于分批交付而言，每一批交付可单独开具发票。如果合同完成前未就价格达成一致，则以交付日的价格为准。
- 6.3 除非另行书面约定，否则发票金额须立即支付，无折扣。
- 6.4 本公司无义务接受票据、支票或其他支付承诺。
- 6.5 收款日为本公司收到款项或款项已计入本公司银行账号之日。如果客户支付出现

Any required maintenance and inspection services have to be timely performed at the customer's expense.

- 5.7 Any pledge or assignment as security by the customer of goods delivered under reservation of ownership is forbidden. Prior to any pledge or any other infringement of the Company's ownership rights by third parties the customer shall notify the Company immediately and confirm the right of ownership in writing both to the Company and the third parties. Any residual costs arising from resulting legal action despite the Company's winning a case shall be covered by the customer.
- 5.8 In case the reservation of title under clause 5.1 needs to be publicly registered or requires any other kind of cooperation by the customer in order to be valid, the customer hereby irrevocably consents to such registration and agrees to take all necessary actions at its own cost.
- 5.9 If the customer violates the contract, in particular by delays in payment, the Company shall be entitled to recover the goods; the customer hereby gives his advance consent to this recovery in such a case. The recovery shall not be considered as a termination of contract, unless otherwise decided by the Company and explicitly notified to customer. All costs incurred by the recovery (in particular transport costs) shall be charged to the customer. The customer may demand the delivery of goods recovered without an express notice of withdrawal only once the purchase price and all costs have been fully paid.

6. Prices and payment

- 6.1 Provided that there are no other specific agreement in the order confirmation, the price are in RMB excluding taxes or custom duties for delivery to the agreed venue within normal delivery time by road transportation. All the taxes and duties (if applicable) shall be borne by the customer. For the special delivery term or special delivery venue, it shall be agreed in the order.
- 6.2 Unforeseen changes in costs for raw materials, wages, energy and others beyond the control shall entitle the Company to adjust prices accordingly. For deliveries by instalments each delivery may be invoiced separately. If no prices have been agreed at the completion of contract, the delivery day prices shall be applicable.
- 6.3 Unless otherwise agreed in writing, the invoices are due immediately and payable without discount.
- 6.4 The Company is not obliged to accept bills, cheques and other promises to pay.
- 6.5 The receipt of payment date shall be the day on which the amount is in the Company's possession or has been credited to the Company's bank account. In case of delays in payment by the customer the Company shall be entitled to charge 5%

延迟, 本公司有权就该延迟按日收取发票金额的 5% 作为逾期付款违约金。这限制本公司主张额外赔偿的权利。

- 6.6 如果客户出现支付延迟, 本公司可选择要求客户支付分期付款中未到期的应付额或其他对客户已有的主张, 或者对于未来的交付也以此条件为前提履行, 或对于其他合同可以要求提供事先担保或者在交付的同时进行付款。
- 6.7 预付款和分期付款不计利息。
- 6.8 客户只可在其反主张不具争议或者已经过判决之时抵消或扣减支付款项。
- 6.9 客户应根据本公司的要求提供所有与税务有关的、根据相关法律条文为跨境运送中的增值税免税所必须的文件证据(如入境证书)。在与上述税务减免要求不符的情况下, 客户应在收到改正后的发票后, 承担税务部门对本公司提出的任何增值税和利息的要求。如增值税识别号无效或出现任何变更, 客户应毫不延迟地通知本公司。

7. 缺陷索赔

- 7.1 本公司只根据以本第 7 条规定对交付的货物的缺陷负责。
- 7.2 客户须根据《中华人民共和国产品质量法》和《中华人民共和国合同法》妥当履行其与检验和投诉有关的责任。
- 7.3 如果有缺陷的产品已交付, 则本公司在客户使用产品进行生产(加工或安装)之前应有机会对该产品进行筛选并修复缺陷或另行交付, 除非根据合理预计无法从客户处获得该机会。如果本公司无法完成此项约定或者未能及时予以遵守, 客户可就解除该合同, 退还货物并由本公司承担风险。出现紧急情况, 在和本公司协商后, 客户可自行或指示第三方对缺陷进行救济。此种救济活动所产生的费用由本公司根据第 8 条予以返还。
- 7.4 如果缺陷在客户使用缺陷产品生产开始之后得以发现, 则无论是否根据第 7.2 条履行责任, 客户均可要求后续责任的履行(由本公司选择返工或重新交付)。客户有权留置交付的缺陷产品, 但前提是留置的部分与缺陷和后续履行的预期费用相匹配, 且客户的主张也以同一合同关系为

of the invoice amount for each delayed day as the penalty for the duration of the delay. This shall not restrict the right to claim additional damages.

- 6.6 In case of the customer's payment delay the Company may additionally choose to call outstanding purchase price instalments or other existing claims against the customer due as well as to make future deliveries under this or other contracts dependent on an advance security or a contemporaneous payment against delivery.
- 6.7 Advance or part payments are non-interest bearing.
- 6.8 The customer may set off or withhold payments only if its counterclaim is undisputed or res judicata.
- 6.9 Upon request, the customer shall provide the Company with any documentary evidence for tax purposes (i.e. entry certificate), which the Company considers necessary under the applicable statutory provisions to prove the Company's exemption from VAT for cross-border deliveries. In case of non-compliance against above tax exemption provisions, the customer shall, after receipt of a corrected invoice, cover any VAT claims and interest imposed on the Company by the tax authorities. The customer shall inform the Company about the invalidity or any changes in its VAT identification number without undue delay.

7. Claims for defects

- 7.1 The Company shall be liable for defects of the delivered goods only according to the stipulations in this clause 7.
- 7.2 The customer shall properly fulfil his duties regarding inspection and lodging complaints according to Product Liability Law and Contract Law of People's Republic of China.
- 7.3 If defective goods are delivered the Company shall be given the opportunity, prior to manufacturing (processing or installing) by customer by using the defected goods, to sort out such goods and rectify the defect or to make an additional delivery, unless this cannot reasonably be expected from the customer. In case the Company are unable to accomplish this or fail to conform with it in due course the customer may rescind the contract to this extent and return the goods at the Company's risk. In case of urgency, the customer may, following consultation with the Company, remedy the defects by itself or instruct a third party to do so. Expenses incurred by such remedial activities shall be reimbursed by the Company according to clause 8.
- 7.4 If the defect comes to light only after the start of manufacturing by customer by using the defected goods, despite the fulfilment of duties according to point 7.2, the customer may demand subsequent performance (rework or substitute delivery by the Company's choice). The delivery of defective goods results in a right of retention only insofar as it is in due proportion to the respective defect and the

基础。

- 7.5 如果出现替代交付, 客户有义务应本公司请求返还有缺陷的产品。
- 7.6 如果后续履行会产生不合理的费用、不能够接受或者因其他原因必须视为履行失败, 则仅当缺陷无法在合理期限内修复的情况下客户才可主张解除合同或降低购买价格。但是, 如为轻度缺陷, 客户无权解除合同。
- 7.7 客户需允许本公司立即检验任何拒收货物, 尤其是这些货物应根据本公司的要求提供给本公司, 费用由本公司承担。若投诉无任何根据, 则本公司有权向客户收取运输费用和检验费用的权利。
- 7.8 如果缺陷可归因于违反操作、维护和安装说明、使用或存储不当、搬运或组装错误或过失、自然磨损或者客户或第三方篡改交付货物, 则任何缺陷索赔不会被接受。
- 7.9 任何损失、补偿或费用报销仅可根据第 8 条约定提出主张。
- 7.10 如果产品不是新产品, 且按照双方的协议进行交付, 则客户不可提出上述索赔。

8. 责任

- 8.1 后续履行、解除合同或者对缺陷产品进行修理的费用, 尤其是拆除、重新安装、测试、激活、装运、运输、劳力和材料费用不应超出相应产品订单的总价, 若涉及总括订单, 则不应超过相应产品对应的总括订单下的某一单独批次订单的金额。对由于本公司、其员工因为故意或重大过失而造成的损失, 尤其是缔约过失责任、失职和不法行为, 本公司承担相应的责任。
- 8.2 对于因生命、身体或健康伤害、重大合同职责的担保或违反而导致的损失, 本公司也应承担普通过失责任。如果违反了与合同相关的职责, 本公司的责任限于该类产品的一般平均可预测的直接损失, 且该类所有责任的上限不得超出产品的总售价。上述规定还适用于本公司员工失职的情况。

expected costs of the subsequent performance, and provided that the customer's counterclaim is based on the same contractual relationship.

- 7.5 In case of substitute delivery the customer is obliged to return the defective material on request.
- 7.6 Claims for rescission of contract or reduction of purchase price shall be granted only if the defect cannot be remedied within an appropriate period, if subsequent performance will incur unreasonable expenses, is unacceptable or must be considered as failed for other reasons. The customer shall, however, have no right to rescind the contract in case of minor defects.
- 7.7 The customer shall allow the Company to promptly inspect any rejected goods, in particular these shall be made available to the Company on request and at the cost of the Company. If complaints are unfounded the Company shall be entitled to charge transport costs and inspection expenses to the customer.
- 7.8 No claims for defects may be accepted if the defect can be put down to a violation of operating, maintenance and installation instructions, improper use or storage, faulty or negligent handling or assembly, natural wear and tear or tampering with the delivery item by the customer or a third party.
- 7.9 Damages, compensation and reimbursement of expenses may only be claimed according to Article 8.
- 7.10 For the goods other than new products, delivered as mutually agreed upon, the customer may not make the aforementioned claims.

8. Liability

- 8.1 Costs regarding the subsequent performance, the withdrawal from the contract or damage-repair because of defective goods, in particular costs for de- and reinstallation, testing, validation, shipment, transportation, labor and material shall not exceed the total value of the respective order or the value of the specific release corresponding to the relevant goods if any blanket order is involved. The Company shall be liable for any damages, in particular resulting from culpa in contrahendo, breach of duty and unlawful acts, insofar as the Company, its employees are charged with intent or gross negligence.
- 8.2 For damages resulting from injury to life, body or health, guarantees or violation of material contractual duties, the Company shall also be liable for ordinary negligence. In case of a violation of contractually relevant duties the Company's liability shall be limited to the direct average damage, predictable and typical according to the type of goods, and such total liability shall be capped no more than the total sales value of the goods or the value of the specific release corresponding to the relevant goods if any blanket order is

- 8.3 如果本公司产品的出售侵犯了第三方的工业产权,则仅在该第三方工业产权在中华人民共和国有效并已在交付之时公布,且根据协议使用产品会对该第三方的所有权益造成侵犯的情况下,本公司才对侵犯第三方工业产权负责。如果本公司根据客户提供给本公司的图纸、模型、描述或其他文件或数据生产交付项目,且因此本公司不知道或者不需要知道任何与本公司开发的产品有关的工业产权的侵权,则此条款不适用。在这种情况下,客户保证:目前和未来均不会侵犯第三方的工业产权;对于其可能知晓的任何潜在的和主张的第三方工业产权侵权,其将立即通知本公司;就第三方的索赔对本公司做出赔偿;承担因此而招致的所有费用和开支。
- 8.4 已交付产品的缺陷主张将在产品交付一年后失效。当缺陷产品通常用于建筑物并导致建筑出现缺陷时,前款期间不适用;在这种情况下,请求权通常在交付后五(5)年后失效。其他以 8.1-8.3 为基础的请求权的时效与法律规定相一致。
- 8.5 如果后续履行的主张已失效,则对降价和解除合同的权利的主张也将被拒绝。
- 8.6 本公司根据《中华人民共和国产品责任法》应承担的责任不受上述规定的影响。
- 8.7 当客户对其自己的客户的缺陷的救济仅限于法定的缺陷补偿义务和责任时,本公司才接受客户的追索。除非以书面方式另行约定,第 7 和第 8 条适用于任何由客户提出的追索权。
- 8.8 除本一般条款和条件明确约定外,本公司将免于承担任何其它责任,特别是,本公司不会对任何附带性、特殊性、惩罚性、继发性损失承担责任,包括但不限于产品销售、产品瑕疵、使用或其它方面导致的利润损失。
- involved. Aforementioned stipulation shall also apply to breach of duty by the Company's employees.
- 8.3 The Company shall be liable for the infringement of third parties' industrial property rights in connection with the sale of the goods only if such third parties' industrial property rights are valid in the People's Republic of China and have been published at the time of delivery and only to the extent that such third parties' proprietary rights are infringed upon when using the goods as agreed. This shall not apply if the Company has manufactured the delivery items according to drawings, models, descriptions or other documents or data provided by the customer and if the Company thus do not or need not have knowledge of any infringement of industrial property rights in connection with products developed by the Company. In this case the customer undertakes to warrant that there has been and will be no infringement of third parties' industrial property rights, to inform the Company without delay of any potential and alleged cases of infringement of third parties' industrial property rights which may become known to it, to indemnify the Company from third parties' claims and, to bear all costs and expenses incurred.
- 8.4 Claims for defects of delivered goods shall lapse 1 year after delivery of the goods. This shall not apply to goods that, consistent with their usual application, are used in buildings and have caused the building's defectiveness; in that case claims shall become time-barred five (5) years after delivery. All other claims under clauses 8.1 to 8.3 shall become time-barred according to the statutory provisions
- 8.5 Claims for price reduction and rights to rescind the contract shall be rejected so far as the claim for subsequent performance has lapsed.
- 8.6 The Company's liability pursuant to the provisions of the Product Liability Law of People's Republic of China shall remain unaffected by the aforementioned stipulations.
- 8.7 The Company shall only be liable for claims of recourse by the customer if and to the extent the customer has not accepted obligations towards his own customer beyond the mandatory statutory provisions on remedies for defects and liability. Unless agreed otherwise in writing, clauses 7 and 8 shall apply accordingly to any claims of recourse raised by the customer.
- 8.8 The Company shall be exempt from any other liability except for the liabilities explicitly agreed in these General Terms and Conditions. PARTICULARLY, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, WHETHER ARISING FROM THE SALE OF PRODUCTS, ANY DEFECT IN THE PRODUCTS, ANY USE OF OR INABILITY TO USE THE PRODUCTS, OR OTHERWISE.

9. 保密

- 9.1 在任何时间,即便商业关系结束后,客户均应对从本公司处因商业往来获得的、与技术和经济的有关的知识或信息(“保密信息”)对第三方严格保密,除非客户证明保密信息(i)已经为客户所知,或在披露时处于公有领域,或随后因客户过错外的原因成为公共信息,(ii)随后由客户完全独立地开发获取,或(iii)客户从第三方处通过不违反保密义务的方式获取。
- 9.2 对于任何含有保密信息的在商业往来中披露的文件,尤其是图纸,本公司始终是唯一的所有人。根据本公司要求,此类文件应最迟在商业往来关系结束时返还给。客户无权保留保密信息或含有保密信息的文件或材料。
- 9.3 保密信息的披露不设立任何属于客户的工业财产权、商业秘密权或版权,也不构成专利、外观设计和实用新型相关法律意义上的出版公开或在先使用。任何许可均应以书面方式作成。

10. 合规

- 10.1 客户应遵守外国贸易法律规定,特别是所有适用的德国、欧盟和美国的出口管制规定。客户不得参与任何与 ABC(核、生物、化学)武器或军事应用相关的业务,并保证不会以直接或间接的方式与恐怖分子、恐怖组织或其他犯罪和违宪的组织接触或合作。客户应采取合理的组织性的措施,特别是适用合适的软件系统,以保障禁运、反恐和反犯罪的欧盟规定和美国法律或其他适用于商业关系的法规的的实行。当产品离开本公司场地后,客户应对前述规定的合规完全承担责任,保证本公司不因任何因客户、其关联企业、雇员、代表或者替代代理人违反相关法律法规而产生的主张及相关费用而承担责任,包括合理的律师和咨询费用、行政费用及罚款。
- 10.2 客户将独立承担任何信息未充分提供所导致的负面后果,包括任何不准确或不完整的供应链中产品使用相关的信息。

9. Confidentiality

- 9.1 Customer shall keep any knowledge and information of a technical or economical nature it has received from the Company in connection with the business relationship (“Confidential Information”) strictly confidential towards third parties at any time, even after the end of the business relationship, unless the customer proves that the Confidential Information is (i) already known to the customer or in the public domain at the time of disclosure or subsequently becomes public knowledge other than through a fault of the customer, (ii) subsequently developed by the customer completely independent from the Confidential Information, or (iii) received by the customer from a third party without breach of a confidentiality obligation.
- 9.2 The Company remains the sole owner of any documents, in particular drawings, containing Confidential Information, which are disclosed in the course of the business relationship. Any such documents must be returned upon the Company’s request but at the latest at the end of the business relationship. The customer has no right of retention regarding Confidential Information or documents or materials containing Confidential Information.
- 9.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to knowhow or copyrights of the customer and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.

10. Compliance

- 10.1 The customer shall comply with foreign trade law provisions, in particular with any applicable export control regulations under German, EU and US law. The customer will not engage in any business related to ABC (Atomar, Biologisch, Chemisch) weapons or military application, and shall undertake not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organizations or any other criminal or anti-constitutional organizations. The customer will in particular establish reasonable organizational measures to implement applicable embargoes, the European regulations against terroristic and criminal acts and the respective requirements under US law or any other law applicable to the business relationship, in particular by implementing adequate software systems. Once a product has left the Company’s facilities, the customer shall be solely responsible for compliance with the abovementioned provisions and shall indemnify the Company from any and all claims or related costs resulting from the violation of the respective laws or regulations by the customer, its affiliates, employees, representatives or any of its vicarious agents, including reasonable attorney or consultant fees, administrative fees and penalties.
- 10.2 The customer shall be solely liable for any negative consequences resulting from the provision of

insufficient information by the customer, including any incorrect or incomplete information relating to the use of goods within the supply chain.

11. 履行地和管辖地、其他约定

- 11.1 对于在本公司和客户的商业关系中发生的主张，尤其是与交付相关的主张，交付发生的地点应被视为合同履行地点。
- 11.2 客户仅在事先获得本公司事先书面同意的情况下，才可以转让其来自于合同关系的主张。
- 11.3 对于所有由于业务关系（尤其是本公司的交付物）而导致的索赔，实际履行/交付发生地视为履行地。
- 11.4 所有客户与本公司业务关系产生的主张和争议（包括但不限于本公司的交付物、合同关系的形成和效力）应提交中国国际经济贸易仲裁委员会（“贸仲”）根据贸仲届时有效的仲裁规则仲裁解决，仲裁地点为公司所在地。仲裁程序须以中文进行。仲裁员的仲裁裁决是终局性的，对相关各方均具约束力。
- 11.5 与客户的业务关系受中华人民共和国法律的排他性管辖，除非根据中国的国际私法需要援引其他法律系统的。《联合国国际货物销售合同公约》（CISG）和其他与货物销售统一法有关的国际公约不适用。

科德宝·宝翎无纺布（苏州）有限公司
成都科德宝宝翎滤清器有限公司

11. Place of performance and jurisdiction, other provisions

- 11.1 For all claims resulting from the Company's business relationship with the customer, in particular regarding the deliveries, the site from which the delivery originates shall be deemed the place of performance.
- 11.2 The customer may assign its claims from the contractual relationship only with the Company's prior consent in written.
- 11.3 For all claims from business relations, in particular the Company's deliveries, the place from which performance/delivery is made shall be the place of performance.
- 11.4 All claims and disputes arising out of the business relations between the customer and the Company, including but not limited to the Company's deliveries, the creation and validity of a contractual relationship, shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") according to the arbitration rules of CIETAC valid thereby in where the Company registered. The arbitration proceedings shall be conducted in the Chinese language. The award rendered by the arbitrators shall be final and binding upon the parties concerned.
- 11.5 The business relations with customers shall be exclusively governed by the laws of the People's Republic of China to the exclusion of its private international law as far as it refers to the applicability of another legal system. The UN-Convention on the International Sale of Goods (C.I.S.G.) and other international conventions on uniform law on the sale of goods shall not be applicable.

Freudenberg & Vilene Nonwovens (Suzhou) Co., Ltd.
Freudenberg Vilene Filter (Chengdu) Co., Ltd.