

Terms and Conditions for the Sale of Machines and Machine Spare Parts to Business Customer

《給商業客戶的機器及機器備用零件銷售條款》

November 2007 Edition

二零零七年十一月版

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1. Validity

效力性

- 1.1 The present Terms and Conditions shall apply only to supplies of machines and machine spare parts ("Deliveries") which are made on the basis of a contract concluded between us and a Business Customer ("Customer").

本銷售條款應僅適用於根據本公司與商業客戶(“客戶”)一方所訂立的合同，供應機器及機器備用零件(此後簡稱為“供貨”)。

- 1.2 Any diverging terms and conditions shall not apply unless we have expressly agreed to them in writing.

除非本公司以書面作出同意聲明，所有有別於本條文的條款及規則將不適用。

2. Offers

報盤

- 2.1 The description of the quality of our Deliveries is exclusively and conclusively defined in the respective Technical Specification ("TS").

所有關於已供貨箔膜的質量描述會獨有並確鑿地定義於相關的技術規格中。

- 2.2 We reserve all ownership and intellectual property rights in illustrations, drawings, plans and construction or engineering documents, etc. relating to the offer.

本公司保留對所有與報盤相關的展釋、繪圖、設計方案、建造或工程文件及同類文件的所有權及知識產權。

- 2.3 Any pre-contractual services during the offer stage such as stamps, pictures of work pieces etc. shall be billed for, even where no contract is subsequently entered into.

任何在報盤期間於簽署合約前所提供的服務，如燙印版、工作物的相片等，均會被收取費用，即使日後沒有訂立合約。

- 2.4 Our offers shall be binding and firm for 90 calendar days from the date of the offer.

我方的報盤之確定有效期為 90 天，由報盤當日起計。

3. Terms of Delivery / Transfer of Risk

供貨條款/ 風險轉移

- 3.1 Prices shall be Ex Works KURZ according to Incoterms 2000 ("Place of Delivery") plus packaging.

根據 INCOTERMS 2000，價格為 KURZ 工廠(“供貨地點”)的供貨價 (Ex works KURZ) 加包裝。

- 3.2 Prices are net prices in EUR, plus the current sales tax in force at the time of Delivery without further deductions.

價格均以歐元為單位的淨價加在供貨當時所實施的銷售稅並不得作任何扣減。

- 3.3 For Deliveries less than EUR 50.00 net, we charge a flat rate of EUR 30.00 on the net price for small quantities.

淨價低於歐元 50.00 的小量供貨，本公司皆會在淨價劃一附加收取歐元 30.00 之定額費用。

3.3.1 Partial Deliveries shall be permissible where they can reasonably be expected of the Customer.

當客戶可合理地預料分批供貨,則分批供貨是可容許的。

3.3.2 The risk shall transfer to the Customer at the Place of Delivery. This shall apply to free Deliveries as well as if a Delivery is dispatched or collected.

一切風險將於供貨地點轉移到客戶方。此條例亦適用於免費送貨以及已被發送之貨品或已被提取之貨品。

4. KURZ's Right to make its own Deliveries

KURZ 本身之供貨權利

In the event that the contractually agreed Delivery is not available because we have not received deliveries from our own suppliers or our delivery stock is depleted, we shall be entitled to make a Delivery which is equivalent in quality and price to the contractually agreed Delivery. If this is not possible, we may withdraw from the Contract.

若因為本公司未接獲由本公司之供應商之貨品或本公司的供應商之供貨短缺而引致無法按議定合約供貨,本公司將有權用等同於該次議定合約供貨的品質及價錢的貨品供貨。若此為不可行的話,本公司可撤回合同。

5. Terms of Payment

付款條件

5.1 Invoices shall be payable immediately and without any deduction, subject to the terms and conditions of payment contained in the respective offer. Where the offer does not contain any terms of payment, the following shall apply:

1/3 down payment upon receipt of the order confirmation

1/3 once the Customer has been notified that the Deliveries are ready for dispatch; and the rest amount upon receipt of the Deliveries and invoice.

除根據有關報盤已有付款條款及條件之外,本公司的發票是須被立刻繳付的,並不得作任何扣減。如報盤沒有包含任何付款條件,將會引用下列條例:

1/3 款項須在確認訂單時繳付

1/3 款項須於客戶被知會供貨已可作付運時繳付,餘款須於收到供貨及發票時繳付。

5.2 Invoices for spare parts shall be payable in full upon receipt.

備用零件的發票是須於收到後立刻繳付全額。

5.3 The Customer may only set off those claims which are undisputed or have been finally determined in a legally binding manner.

客戶只可以抵銷未被爭議的申索或經已由有法律效力途徑被終審定的申索。

6. Delivery Dates

供貨日期

6.1 Observance of the stipulated time for Delivery is conditional on the timely receipt of all documents, necessary permits and approvals, especially of plans to be provided by the Customer as well as fulfilment of the agreed terms of payment and other obligations by the Customer. Unless these conditions are fulfilled on time, the time for Delivery shall be extended accordingly; this shall not apply if we are responsible for the delay.

遵守訂明的供貨時間具有條件性,乃取決於是否及時收取到所有文件需要的批核及許可文件,特別是客戶所提供的圖則,以及客戶是否按協議履行付款條件及客戶的其他責任。除

非這些條件得準時履行，否則供貨時間將相應延遲；但若是本公司負責引起該次延遲，本條文則不適用。

- 6.2 If non-observance of the time for Delivery is due to force majeure such as mobilization, war, riot or similar events e. g. strike or lock-out, the time limits shall be extended appropriately.
若未能遵守供貨時間是由於不可抗力因素，例如，戰事調動、戰亂、暴亂或其他相似事件，如罷工或閉廠，該供貨時限應相應延長。

- 6.3 In the event that we are responsible for a delay of the Deliveries, and provided that the Customer can establish credibly that it has suffered a loss for such delay, the Customer may claim agreed damages of 0.5% for every completed calendar week of delay but in no event shall the aggregate of such damages exceed a total of 5% of the net price for that part of the Deliveries which because of the delay could not be put to the intended use in terms of time or contract by the Customer.

如本公司對供貨延遲需要負責的話，而客戶能舉證以證明其因該供貨延遲而遭受損失，則客戶可要求算定損害賠償，賠償額為每延遲一個日曆週供貨，賠償額為該延遲供貨部份的淨供貨價的 0.5%，但不論任何情形之下，合計總賠償金額最高不超過受延遲令客戶不能作出預定用途的該供貨部份之淨供貨價的 5%。

- 6.4 Claims by the Customer for damages due to a delay of Delivery as well as claims for damages for non-performance which exceed the limits specified in 6.3 shall be excluded in all cases of delayed Delivery even after expiry of the time limit for Delivery fixed by the Customer. This exclusion shall not apply in cases of wilful misconduct or gross negligence or bodily injury where liability is mandatory.

縱使是在客戶訂立供貨日期後延遲供貨，本公司應負責的所有責任不能超過 6.3 項的限額，所有超出由延遲供貨造成的損害申索的索賠將被免除。但本免責條款不適用於故意的不當行為、嚴重疏忽或不能免責之身體傷害。

- 6.5 The Customer shall only be entitled to withdraw from the Contract to the extent that we are solely liable for the delay in Delivery and the Customer has set us a time limit within which to perform the Delivery and states that it will cease to accept the Delivery after expiry of the time limit and such time limit has expired. This shall not imply a change in the burden of proof to the detriment of the Customer.

如本公司應單獨對延遲供貨負責時及客戶已有向本公司訂出履行供貨之時限並亦指出它們會因超出時限而終止接受供貨，而該時限亦已屆滿，客戶才會有權撤回該份合同。本條款並非暗示改變舉證的責任而有損客戶。

- 6.6 The Customer shall upon request within a reasonable time limit state whether it shall withdraw from the Contract due to the Delivery being delayed or insist on a Delivery.

當客戶被要求時，需在合理時間內申明其會否因延遲供貨而撤回合同或是堅持供貨。

7. Retention of Title 保留所有權

- 7.1.1 The items delivered ("Secured Goods") shall remain our property until each and every claim against the Customer to which we are entitled under this business relationship has been duly satisfied. If the value of all our security interests against the Customer exceeds the value of all our secured claims by more than 20%, we shall release a corresponding part of the security rights at the Customer's request.

所有已交付的貨品（“抵押貨品”）的產權由本公司持有，直至本公司就此業務關係有權向該客戶獲得的每一項申索得到履行為止。如果本公司對客戶的所有抵押權益的價值超過本公司全部抵押申索的總值之 20% 以上，則本公司將應客戶要求釋放相應部份的抵押權益。

- 7.2 For the duration of the retention of title, the Customer is prohibited from giving the Secured Goods in pledge or as security. In case of a seizure of the Secured Goods or other acts or interventions by third parties relating to the Secured Goods, we shall be immediately informed thereof in writing by the Customer.

在保留所有權期間，客戶將被禁止把抵押貨品質押或抵押。當有扣留抵押貨品或有第三方的其它行爲或其它幹擾抵押貨品的情況，客戶需立刻書面通知本公司。

- 7.3 The re-sale of the Secured Goods by the Customer in the ordinary course of business shall only be permissible to clients on condition that the Customer receives payment from his client or retains title so that the property in the Secured Goods is transferred to his client only after fulfilment of the client's obligation to pay.

允許客戶在通常業務運作中轉售抵押貨品，但須符合的條件是客戶從其顧客處取得貨款或客戶保留產權，使該抵押貨品的產權僅能於其顧客完成履行付款責任後才轉移給其顧客。

- 7.4 Our ownership in the Secured Goods shall not be revoked during the processing and production of the product at the Customer's premises for which the Secured Goods are being used ("End Product"). Our ownership in the Secured Goods shall continue in the End Product; we shall acquire joint ownership in the End Product in the same share as the value of the Secured Goods in proportion to the value of the End Product.

本公司對正在客戶所在地進行加工和生產過程中的抵押貨品（“成品”）仍擁有產權。本公司在抵押貨品的擁有權將延續於成品上，本公司將取得在成品上的共同所有權，而權益比例將是等同於抵押貨品的價值在成品中所佔價值的比例。

- 7.5 Upon conclusion of the Contract, the Customer shall assign the claims owed to him from the re-sale or processing of the Secured Goods against his clients in the same amount as our claim against the Customer for the Delivery. Our duty to release under 7.1 shall remain unaffected.

在訂立合同後，客戶需轉讓其在轉賣或在處理抵押貨品交易中向其顧客收取貨款之權益，而該權益應與本公司對客戶供貨的權益相同。本公司在第 7.1 條款下的放貨責任將維持不變。

- 7.6 In the event that the Customer is in breach of an obligation, in particular, a default of payment, the following shall apply:

如客戶違反了一項合約責任，特別是不按合約付款，下述條款將適用：

- 7.6.1 Following the expiry of a reasonable time limit within which the Customer must rectify the breach, we are entitled to withdraw from the Contract and to take back the Secured Goods; the Customer is obliged to return the Secured Goods to us. The legal rules which dispense of the requirement to set a deadline shall remain unaffected.

當於合理時限屆滿時，客戶必須糾正違約行爲，我方有權撤回合同並提回該抵押貨品；該客戶有責任退回抵押貨品給我方。免除設定最後期限要求的法律規定將不受影響。

- 7.6.2 The enforcement of a retention of title and the taking back of the Secured Goods associated therewith does not necessitate a withdrawal from this Contract by us; the afore-mentioned actions or seizure of the Secured Goods shall not constitute a withdrawal from the Contract by us, unless expressly stated by us.

當行使保留所有權並取回與其相聯繫之抵押貨品，我方不一定需要撤回合同；有關前文所

述的行動或扣押該抵押貨品將不會構成本公司撤回合同，除非我方有明確聲明。

8 Material Defects

物料缺陷

Our liability for material defects is conclusively defined in the following provisions:
我方對物料缺陷的責任於以下條款中作確鑿定義：

- 8.1 The quality of the Deliveries is defined conclusively in the respective TS for the individual delivery. We shall not be liable for material defects relating to qualities not specifically mentioned in the TS.
供貨的質量描述確切地定義於相關的個別供貨之技術規格("TS")。我方將不就未在技術規格中列明的質量缺陷負責。
- 8.2 In case of Deliveries which do not contain the quality listed in the respective TS ("Material Defect") at the time of transfer of risk, we shall, at our option, either repair or re-deliver at no charge ("Subsequent Performance").
如在風險轉移時，交付供貨的質量與技術規格 (TS) 中列述的品質不符 (即“物料缺陷”)，我方可選擇維修或無償重新付運("繼後執行")。
- 8.3 No new limitation period (8.4) shall commence as a result of Subsequent Performance.
不會就繼後執行訂定新時效期限(第 8.4 條)。
- 8.4 Claims for material defects shall expire in twelve months. This shall not apply to the extent that §§ 438 para. 1 No. 2, 479 para. 1 and 634a para 1 No. 2 of the German Civil Code prescribe longer time periods or in case of bodily injury, wilful misconduct, a grossly negligent breach of duty by us or fraudulent concealment of a defect. The legal rules relating to suspension of expiration of prescription, suspension or recommencement of the time limits shall remain unaffected.
物料缺陷之申索時效期限將以十二個月為止。本限制將不適用於德國民事法規 §§ 438 第 1 段的第 2 項, 479 第 1 段和 634a 第 1 段的第 2 項中規定的較長時間，或有造成身體受傷、故意失當的行為，由我方蓄意疏忽造成的失職或欺詐瞞隱缺陷。與終止到期之法律時效、終止或從新開始時效期限相關的法律條文則不受影響。
- 8.5 The Customer shall give us notice of a defect in writing without undue delay.
客戶必須沒有不當延遲地以書面通知我方有關缺陷。
- 8.6 If we shall not be given adequate time and opportunity to carry out Subsequent Performance, we shall have no liability for the material defect.
如果我方不被給予充足的時間和機會履行繼後執行，則我方將對物料缺陷不負上任何法律責任。
- 8.7 In the event that Subsequent Performance fails, the Customer can - without prejudice to other claims for damages (12.) - withdraw from the Contract or reduce the remuneration.
在繼後執行不能履行的情況下，該客戶可以在不影響其他損害賠償的申索(第 12 條款)的情況下，撤回合同或降低價格。
- 8.8 Claims for defects shall not exist in the event of an insignificant deviation from the agreed quality, insignificant interference with use, natural wear and tear or damages which arose after transfer of risk as a result of faulty or negligent handling, excessive strain,

unsuitable production facilities or operating resources, or particular external influences which are not assumed under the Contract.

在以下情況下將不存在缺陷索賠 - 在與議定僅有微不足道的質量不符、無關重要的應用幹擾、自然損耗或由風險轉移後出現的錯誤或者疏忽的處理而導致的損毀、過度拉伸、不恰當的生產設施或資源運作，或受未歸納在本合同內的特殊外來因素影響。

- 8.9 Claims made by the Customer for necessary costs such as transport, route, labour and material costs incurred for the purposes of Subsequent Performance, shall be excluded to the extent that the expenditure has increased due to the Delivery being subsequently made to a place other than the Place of Delivery.

由於施行繼後執行而客戶就其有需要的成本如運輸、路線、人工及物料成本提出的申索，將被排除。因繼後執行供貨地點與原供貨地點不同而增加的支出則在此範圍外。

- 8.10 The Customer shall only have a right of recourse against us if the Customer has not entered into a contract with its client which extends beyond the legal claims for defects. For the scope of a claim for recourse by the Customer against us pursuant to § 478 para. 2 of the German Civil Code, 8.8 shall apply accordingly.

客戶僅在其沒有與其顧客簽訂一份擴大缺陷的法律申索的合同的的情況下，才可對我方有追索權。根據德國民事法規§ 478 第 2 段，客戶對我方的追索範圍，第 8.8 條款將據此適用。

- 8.11 Claims by the Customer against us for a material defect which are more extensive or different to those claims set out in 8. are excluded. 12 shall apply to all other claims for damages.

客戶就物料缺陷向對我方所作的超出或有別於第 8 條款所述之索賠，均被排除。第 12 條款將適用於所有其他損害賠償的申索。

9 Intellectual Property Rights, Other Defects of Title

知識產權， 其它所有權欠妥之處

- 9.1 Unless otherwise agreed, Deliveries made by us in the Federal Republic of Germany shall be free from intellectual property rights and copyright of third parties ("Intellectual Property Rights"). If a third party asserts legitimate claims against the Customer due to an infringement of an Intellectual Property Right by the Deliveries furnished by us and used in conformity with the Contract, we shall be liable to the Customer within the stipulated time limit in 8.4 as follows:

除非另有協議，否則本公司在德意志聯邦共和國交付的供貨將不具有第三方的知識產權和版權("知識產權")。如果有第三方因我方交付的供貨侵犯知識產權，又客戶完全按合同應用貨品，而向客戶提出合法索賠，則我方將在第 8.4 條款限定時限內按以下所述向客戶負責：

- 9.1.1 At our own option and expense, we shall either obtain a right to use the Deliveries, modify the Deliveries so as not to infringe Intellectual Property Rights or replace the Deliveries. If this is not possible for us on acceptable terms, the Customer shall have a right to withdraw from the Contract or reduce the price. The provisions in 8.6 and 8.10 shall apply accordingly.

以本公司的選擇和費用下，我方將可以獲得使用該批貨品的權利，修改供貨以致不侵犯知識產權或替換供貨。如本公司無法能夠在可以接受的條件下對此得以進行，客戶有撤回合同或降低價格的權力。而第 8.6 和 8.10 條款將據此適用。

- 9.1.2 The fulfilment of the aforesaid obligations shall be subject to the condition that the Customer immediately notifies us in writing of the claims asserted by the third party, that he does not acknowledge an infringement and that all countermeasures and settlement negotiations are reserved to us. If the Customer stops using the Deliveries to reduce the damage or for other important reasons, he shall make it clear to the third party that the suspended use does not mean acknowledgement of an infringement of Intellectual Property Rights.

上述義務的履行的條件是客戶需將第三方向其提出申索一事立即以書面通知我方，而客戶不會承認有侵權事宜，並且由我方保留所有對策和談判解決的權利。如客戶基於減少其損失或基於其他重要原因而停止使用該供貨，客戶應清楚向第三方表明停止使用不代表承認侵犯知識產權。

- 9.2 Claims of the Customer shall be excluded if he is liable for the breach of the Intellectual Property Rights.

如客戶須就違反知識產權負上法律責任，則其索賠將被免除。

- 9.3 Claims of the Customer shall also be excluded if the infringement of Intellectual Property Rights was caused by specific demands of the Customer, by a use of the Deliveries not foreseeable by us or by the Deliveries being altered by the Customer or being used together with products not provided by us.

如由於客戶的特定要求、或我方不可預見的對該供貨之使用、或該供貨被客戶替換了、或被與並非由我方提供之產品一同使用，而導致知識產權被侵犯，則客戶提出之索賠亦將會被免除。

- 9.4 The provision in 8. shall apply to any other defects of title.

第 8 條款的規定將適用於任何其他所有權欠妥之處。

- 9.5 Claims by the Customer against us; in particular for damages, due to a defect of title which is more extensive or different to those set out in 9. shall be excluded. 12. shall apply accordingly to claims for damages.

客戶對本公司的申索，特別是因所有權欠妥之處的損害申索與第 9 條款所列出的更為廣泛或不相同，均被排除。第 12 條款將適用於損害賠償之申索。

10 Obligations of the Customer

客戶方之責任

The Customer shall incur liability that his supplies to and their use by us - irrespective of the data medium - do not infringe the Intellectual Property Rights of third parties. The Customer shall hold us harmless from all corresponding claims of third parties.

客戶將自行承擔所提供的及供本公司所用的，不論是用任何資料載體，均不會侵犯第三方的知識產權之法律責任。客戶需保障我方不受第三方的所有相關索賠的損害。

11 Impossibility, Adjustment of the Contract

基於不可能性，調整合同

- 11.1 If it is impossible to make the Delivery, the Customer shall be entitled to claim damages unless we are not responsible for the impossibility. The Customer's claim for damages, however, shall be limited to 10% of the value of that part of the Delivery which owing to the impossibility cannot be put to the intended use by the Customer. This shall not apply where in cases of wilful misconduct, gross negligence or initial impossibility or due to bodily injury, there is a legally binding liability; this shall not imply a change in the burden

of proof to the detriment of the Customer. The Customer's right to terminate the Contract shall remain unaffected.

除非不可能交付供貨不是我方的責任，當發生不可能交付供貨，客戶將可提出損害賠償申索。但客戶的損害索賠局限於受不可能性令至客戶不能作出預定用途的該部份供貨價值的10%。倘有故意失當行為、嚴重性疏忽或原先就根本不可能供貨或由於身體傷害、有法律約束性的責任，則本規定不適用。本條款並非暗示改變舉證的責任而有損害客戶。客戶終止合同的權利將不受影響。

- 11.2 Where unforeseeable events of force majeure (6.2) substantially change the economic importance or the content of the Deliveries or have a considerable effect on KURZ's business, the Contract shall be adapted accordingly with due regard to the principle of good faith. Where this is not economically reasonable, we have the right to withdraw from the Contract. If we make use of this right of termination we shall notify the Customer in writing immediately after becoming aware of the significance of the event even where at first an extension of the Delivery time had been agreed with the Customer.

如不可預見的不可抗力事件(第 6.2 條)有實質改變了該供貨的經濟重要性或該供貨的內容又或對 KURZ 的生意有巨大影響，則該合同將顧及到本著真誠的原則作適應修改。當不符合合理經濟原則時，我方有權撤回合同。如我方運用此撤銷權利，則即使已先與客戶議定延長交付期，我方在得悉該事件的重要影響性後立即書面通知客戶。

12. Other Claims for Damages

其他損害賠償申索

Unless otherwise expressly agreed, any claims for damages of the Customer shall be excluded regardless of whether they are based on duties arising under the obligatory relationship or tort.

除非另有明文協議外，客戶的任何損害賠償申索不論是基於責任性關係還是基於侵權法皆予以排除。

- 12.1.2 We provide application guidelines and advice in good faith and without any liability to Customer. The Customer shall not be released from his obligation to examine the intended use of the Deliveries at his sole responsibility. This shall apply even if we are aware of the Customer's application of use.

我方是出於真誠但並無須對客戶承擔任何法律責任下提供應用指引和建議。客戶單獨負責檢驗供貨預定用途的責任將不會被免除。即使我方知道客戶的應用方法，本條款仍適用。

- 12.1.3 This exclusion shall not apply where e. g. under the Product Liability Act or in cases of wilful misconduct, gross negligence, bodily injury or a breach of substantial contractual obligations, there is a legally binding liability.

倘，例如根據《產品責任法》，或如有故意失當行為或嚴重疏忽，身體傷害或在違反重大合同責任的情況中有法律約束性的責任，則上述免責條款將不適用。

- 12.1.4 Our liability for damages arising from the fundamental non-performance of contractual obligations of the Contract shall be limited to foreseeable damages normally covered by the Contract except in cases of wilful misconduct, gross negligence or bodily injury.

由於我方不履行合同所協定重大的責任，而造成的損害賠償的法律責任，除因故意的不當行為、嚴重疏忽或身體傷害的情況外，將被限制在合同中所涵蓋的可預見的損害賠償範圍內。

- 12.2 Insofar as our liability according to 12. is excluded or restricted, this shall also apply to the personal liability of our employees, personnel, staff and vicarious agents, not, however, to our legally authorized representatives and senior management.

我方的法律責任，根據第十二條款，被排除或限定，該被排除或限定的法律責任亦將適用於我方的員工，雇員，代表及代理的個人法律責任，但，並不適用於我方的法定代表和高級管理人員。

- 12.3 To the extent that the customer is entitled to claim for damages according to 12. these shall elapse with expiry of the applicable time limit pursuant to 8.4 for material defects. In the event of claims for wilful misconduct and damages under the Product Liability Act, the legal time limits shall apply.

根據第 12 條款，客戶在某程度上有損害索賠權，其索賠時效會依隨第 8.4 條款因物料缺陷的索賠時效而失效。根據產品責任法，就故意失當行為和損害之索賠，則法律有效時限將適用。

- 12.4 The burden of proof shall remain unaffected by the provisions in 12.

舉證責任將不受第 12 條款所影響。

13. Software Usage

軟件使用

- 13.1 Insofar as the Deliveries comprise software, the Customer shall be granted a non-exclusive right to use the respective software including its documentation for the use of the Deliveries.

凡供貨有包括軟件，客戶是獲得非獨有權去使用有關軟件，包括其中文件去操作所付運的供貨。

- 13.2 The Customer may only copy, edit or translate the software or convert its object code to source code to the extent as stipulated in §§ 69(a) et seqq. of the German Copyright Act. The Customer shall neither remove our manufacturer's details, in particular, our copyright note, nor shall it change them without our explicit prior written approval.

在根據德國版權法 §§ 69 (a) et seqq. 的規定範圍內，客戶只可複印、編輯、或翻譯軟件或將物體的密碼變換至來源密碼。客戶不可移除本公司的製造商詳情，猶其是本公司的版權摘記，或在未徵得本公司明確書面同意前擅自改動。

- 13.3 All other rights concerning the software and its documentation including copies thereof shall remain with us. Sublicensing by the Customer shall not be permissible.

所有其他有關軟件及其文件包括副本的權利全仍屬本公司所有。客戶是不被允許再分授特許其版權。

14. Confidentiality

保密

- 14.1 The parties shall not without the written consent of the other party pass documents, knowledge and information, tools, molds, samples, models, profiles, drawings, data standard sheets, manuscripts and other technical documentation - irrespective of the data medium - ("Information") to third parties or use such Information for purposes other than for the purposes of the Contract. This shall not apply to Information which at the time of receipt is generally known or was already known by the receiving party without being obliged to maintain the duty of confidentiality, was transferred by a third party or was developed by the receiving party.

雙方不應在沒有取得另外一方的書面同意前將文件、知識和資料、工具、模型、樣本、模版、檔案、繪圖、數據標準圖表，手稿和其他技術文件 – 不論以任何數據媒介 (“資料”) 傳遞給第三方或用於有別於合同原訂的用途。本條款不適用於該些在接收時已一般地周知的資料或接收方在接收時已得知不用保持機密的資料，或是由第三方傳送又或是由接收方發展出來的資料。

14.2 Information shall be returned to us without delay if a Contract is not awarded. A right of retention by the Customer shall be excluded.

如果合同得不到確立，資料必須立刻返還我方。而客戶的保留權則被排除。

15. Jurisdiction

司法管轄權

The exclusive place of jurisdiction - also for cheques and bills receivable - is Nuremberg, Germany.

德國紐倫堡為獨有司法管轄權，以及支票及應收票據的地區。

16. Applicable Law

適用法律

German substantive law shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

德國實體法律將獨有地適用。1980年4月11日通過的 [聯合國貨物銷售合同公約] 則排除適用。

17. Language

文字

These Terms and Conditions of Sale shall be written in English and in Chinese language, the Chinese version shall be used as a reference only. However, should any inconsistency arise between the English and Chinese versions of the Terms and Conditions of Sale, the English version shall prevail.

本銷售條款應以中英文簽訂，中文文本只作為參考。但如果本銷售條款的英文和中文文本有任何不一致，應以英文文本為準。