

COMAU	GENERAL TERMS AND CONDITIONS FOR AFTER SALES SERVICES 售后服务的一般条款和条件	After Sales – P.R. of CHINA - Version 1 – October 2024 售后服务 – 中华人民共和国 – 第 1 版 – 2024 年 10 月
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SECTION A – GENERAL

第 A 部分 - 一般条款

1. DEFINITIONS
定义

1.1. In addition to other definitions included in these General Terms and subject to exceptions defined in each Section, the following terms shall have the meaning ascribed to them below:
除了本一般条款中包含的其他定义以及各部分中定义的例外之外，以下术语应有以下含义：

- “**Applicable Law**” has the meaning given in article 14.1.
“**适用法律**”具有第 14.1 条中给出的含义。
- “**Affiliate(s)**” means any company which is, directly or indirectly, Controlled by, under common Control with, or in Control of, a Party.
“**关联公司**”指的是直接或间接受到某一方控制，与某一方共同控制或控制某一方的任何公司。
- “**Background Intellectual Property**” has the meaning given in article 0.
“**既有知识产权**”具有第 4.1 条所赋予的含义。
- “**Confidential Information**” means any know-how and other technical, business and other information, which any of the Parties disclose to the other Party, including, without limitation, manufacturing and production processes and techniques, operating procedures, quality assurance procedures, standards, specifications, research and development information, technology, prototype information, test results, inventions, drawings, designs, plans, proposals, technical data, software, financial data, marketing data, marketing strategies and plans, pricing and cost information, customers and supplier lists and information, any trade secrets, any information contained in any technical documentation exchanged or delivered and any Intellectual Property Rights to any of the Parties' products.
“**保密信息**”是指任何一方向另一方披露的任何专有技术和其他技术、商务和其他信息，包括但不限于制造和生产过程及技术，运营程序，质量保证程序，标准，规范，研发信息，技术，原型信息，测试结果，发明，图纸，设计，计划，建议，技术数据，软件，财务数据，营销数据，营销策略和计划，价格和成本信息，客户和供应商名单和信息，任何商业秘密，任何包含在任意交换或交付的技术文档中的信息，以及任何一方产品的知识产权。
- “**Comau**” means the Comau company receiving the Order issued by the Purchaser.
“**Comau**”是指接收订单的 Comau 公司。
- “**Contract**” means the Order issued by Purchaser as accepted by Comau with the Order Acceptance according to article 3, including these General Terms and the Annexes if any.
“**合同**”是指买方发出、Comau 根据第 3 条发出订单验收通知的订单，包括本一般条款和附件（如果有）。

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- **“Contract Price”** means the price agreed by and between the Parties under the Contract.
“合同价格”是指合同下双方之间达成一致的价格。
- **“Control(s)”** or **“is Controlled by”** or any reference to **“Control”** means the direct or indirect possession, by a company, of the power to direct or cause the direction of the management and policies of a Party, by means including, but not limited to, ownership of fifty percent (50%) or more of the voting stock or registered capital, or the power to appoint or elect a majority of the directors.
“控制”或**“被控制”**或任何提到**“控制”**的，指直接或间接拥有影响或控制合同主体的管理和政策方向的权力，包括但不限于拥有五十百分之（50%）或更多的投票股权或注册资本，或有权任命或选举主要董事的权力。
- **“Dispute”** has the meaning given in article 14.
“争议”具有第 14 条所赋予的含义。
- **“Excusing Event”** has the meaning given in article 11.7.
“免责事件”具有第 11.7 条所赋予的含义。
- **“Force Majeure”** means events which are beyond the control of the Parties, and which are unforeseen, unavoidable or insurmountable, and which prevent total or partial performance by either of the Parties. Such events shall include, but are not limited to, wars (declared or not), riots, regulations or orders made or recommendations or advice given by any government, public body or agency relating to any disease, pandemics, civil commotion, fire, earthquake, storm, typhoons, flood, failure of public utilities or common carriers, general strikes, lock-outs affecting the affected Party or its suppliers, shortage of labour or materials of any sort, currency and trade restriction, sanctions, embargoes or any other circumstances whatsoever which cannot be foreseen, prevented or controlled.
“不可抗力”指的是超出各方控制、无法预见、无法避免或无法克服，并阻止任一方全部或部分履行合同的事件。此类事件包括但不限于战争（无论是否宣战），暴乱，任何政府、公共机构或机构关于任何疾病、大流行病、民众骚乱、火灾、地震、风暴、台风、洪水、公共事业或公共运输工具的故障，影响受影响一方或其供应商的大规模罢工，封锁，劳动力或材料的短缺，货币和贸易限制，制裁，禁运或任何其他无法预见、阻止或控制的情况。
- **“General Terms”** means these general terms and conditions. The General Terms shall be part of the Contract and may not be amended except with the written agreement of the Parties.
“一般条款”是指本一般条款和条件。一般条款应构成合同的一部分，除非经各方书面协议，否则不得修订。
- **“Goods”** means the equipment, machinery and/or materials to be supplied by Comau to Purchaser under the Contract.
“商品”是指 Comau 根据合同向买方提供的设备、机械和/或材料。

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- **“Intellectual Property Rights” or “IP Rights”** means rights in, to and under: (i) inventions, patents, patent applications and statutory invention registrations, (ii) know-how and trade secrets such as any information, including, without limitation, product designs, processes and processing methods, production specifications and techniques, raw material specifications and sources, test methods and standards, manuals, quality control reports, invention records, calculations, research records and reports, and marketing surveys and reports, which are possessed and known in any form whatsoever, whether communicated orally or embodied in plans, drawings, photographs, tapes, discs, notes, reports, studies, or samples, and whether such information is patentable or unpatentable, registered or unregistered; (iii) improvements to any of the foregoing such as any extension, new application, adaptation or further development of the know-how and patents; and (iv) all other intellectual and industrial property, including registrations and applications for registration thereof; but excluding trademarks. Intellectual Property Right shall include all rights of whatsoever nature in computer software and data, all intangible rights or privileges of a nature similar to any of the foregoing in every case in any part of the world and whether or not registered, and all rights in any applications and granted registrations for any of the foregoing rights.
“知识产权”或“IP 权”是指以下权利，包括但不限于：(i)发明、专利、专利申请和法定发明注册；(ii)专有技术和商业秘密，例如任何形式的信息，包括但不限于产品设计、工艺和加工方法、生产规范和技术要求、原材料规格和来源、测试方法和标准、手册、质量控制报告、发明记录、计算、研究记录和报告，以及市场调查和报告，无论以何种形式存在，无论是通过口头传达还是以图纸、照片、磁带、光盘、笔记、报告、研究或样品的形式呈现，以及无论这些信息是否可专利、已注册或未注册；(iii)对上述任何一项的改进，例如对专有技术和专利的任何扩展、新的应用、改编或进一步开发；(iv)所有其他知识产权和工业产权，包括其注册和注册申请；但不包括商标。知识产权应包括计算机软件和数据中任何性质的所有权利，在世界任何地方的任何情况下，无论是否注册，其性质与上述任何一项类似的所有无形权利或特权，以及对上述任何一项权利的任何申请和授予注册中的所有权利。
- **“Joint Intellectual Property”** means any new ideas and/or invention, whether patentable or not, jointly developed by the contribution of the Parties during the execution of the Contract and in connection thereof.
“共同知识产权”是指双方在合同执行期间共同开发的任何创新和/或发明，无论是否可获得专利。
- **“Offer”** means the proposal issued by Comau to the Purchaser that includes technical and commercial details for the possible Contract.
“要约”是指 Comau 向买方发出的建议书，其中包括可能纳入合同的技术和商业细节。
- **“Order”** means an official written request/order issued by Purchaser to Comau for the purchase of Goods and/or Works.
“订单”是指买方向 Comau 发出的购买商品和/或工程的正式书面请求/订单。
- **“Order Acceptance”** means the written acceptance of the Order issued by Comau by e-mail and/or in any other written format.
“接受订单”指 Comau 通过电子邮件和/或任何其他书面格式发出的订单接受书面确认。

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- **“Parties” and “Party”** mean, jointly or severally, the Purchaser and Comau.
“各方”和“一方”联合或分别地指代买方和 Comau。
- **“Purchaser”** means the purchaser of the Goods and/or Works.
“买方”指商品和/或工作的买方。
- **“Timetable”** means the planning table set forth in the Contract by the Parties.
“时间表”指合同中由各方设定的计划表。
- **“Sections”** means the sections of these General Terms, each of them governing a specific type of activities provided by Comau.
“部分”指这些一般条款的各个部分，每个部分都规定了 Comau 提供的特定类型的活动。
- **“Site”** means the plant where the Works are to be carried out.
“工厂”指进行工作的工厂。
- **“Standard Products”** means standard equipment and/or machinery and/or software developed and sold by Comau, whether patented or not, used in multiple projects and for multiple customers without material customization or modification. They may be included in the Goods to be provided under a Contract.
“标准产品”指 Comau 开发并销售的标准设备和/或机械和/或软件，无论是否有专利，都用于多个项目和多个客户，无需大规模定制或修改。它们可能包含在合同下提供的商品中。
- **“Utilities”** means all necessary supplies, including, but not limited to, compressed air, water, electricity, lighting and heating, which are necessary for the performance of the Works, as well as for the subsequent operation of the Goods.
“设施”指所有必要的供应，包括但不限于压缩空气、水、电、照明和供暖，这些都是进行工作以及后续操作商品所必需的。
- **“Work(s)”** means the work to be performed by Comau under the Contract.
“工作”指 Comau 根据合同要执行的工作。
- **“Working Days”** means Monday to Friday inclusive, if not differently agreed by the Parties, not including public holidays in the countries where the Contract is performed.
“工作日”指周一至周五，除非各方另行约定，不包括合同执行地的公众假日。

1.2. **Annexes**
附件

The Annexes are an integral part of this Contract.
附件是此合同的不可或缺的部分。

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2. **SCOPE**
范围

- 2.1. The General Terms govern the Contracts to be entered into between Comau and Purchaser, except for those amendments specifically agreed in writing by and between the Parties in the Contract and/or in the separate agreements.
一般条款适用于 Comau 和买方之间签订的合同，但双方在合同和/或单独协议中以书面形式明确约定的修订内容除外。
- 2.2. Clauses of this Section A applies to all Contracts except if otherwise specified in other Sections.
本第 A 部分的条款适用于所有合同，除非在其他部分中另有明确规定。
- 2.3. Sections B to G applies to Contracts if referred to as applicable in the Offer and/or in the Contract and/or in the Order Acceptance.
第 B 至 G 部分的条款适用于在报价和/或合同和/或订单确认中被明确适用的合同。
- 2.4. The Parties agree to comply with the provisions of the General Terms. Notwithstanding anything to the contrary contained in documents issued by the Purchaser (such as, but not limited to, request for quotations, bidding documents, Orders etc.) the General Terms shall have priority in case of conflict with any other terms and conditions unless expressly agreed in writing by the Parties.
各方同意遵守一般条款的规定。尽管买方发布的文件中可能包含相反的条款（例如但不限于报价请求、招标文件、订单等），一般条款在与其他条款和条件发生冲突时应优先适用，除非双方以书面形式明确同意其他条款。

3. **FORMATION OF CONTRACT**
合同的确立

- 3.1. The Contract is entered into by means of issuance of the Order by Purchaser and by the Order Acceptance by Comau. In case of conflict, the Order Acceptance prevails over the Order.
合同通过买方发出订单以及 Comau 接受订单的方式达成。如果发生冲突，以订单接受的内容为准。

4. **INDUSTRIAL PROPERTY RIGHTS**
工业产权

4.1. **Background Intellectual Property**
既有知识产权

- i) Any existing Intellectual Property Rights owned by one of the Parties and developed or acquired by such Party prior to and/or independently from the execution of the Contract,

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shall remain the exclusive property of the owning Party (the “Background Intellectual Property”).

一方在合同执行之前和/或独立于合同执行过程中拥有或获得的任何现有知识产权，均应为该方的专属财产（“既有知识产权”）。

- ii) Notwithstanding the above, it is expressly confirmed and agreed that, as long as any Background Intellectual Property of Comau are in any way embodied or used in the Goods and/or Works, Purchaser shall be granted a worldwide, non-exclusive, perpetual license to use such Background Intellectual Property of Comau, for the sole purpose of using the Goods and Works delivered under the Contract, and the Contract Price of the Goods and/or Works shall be deemed to include the consideration for the grant of such license. In such a case, Purchaser may not license, sublicense, assign, charge or grant interest in or otherwise deal in any part with the Background Intellectual Property, without prior written approval of Comau. Such approval shall not be required in relation to the Affiliates, which transfer shall in any case have to be notified to Comau in writing.

尽管如此，各方明确确认并同意，只要 Comau 的任何既有知识产权以任何方式被融入或使用在商品和/或工程中，买方应被授予全球性的、非专属的、永久的许可，以使用上述 Comau 的既有知识产权，限于为履行合同而交付的商品和工作的使用目的。商品和/或工作的合同价应被视为已包括该使用权的对价。在此情况下，未经 Comau 的事先书面批准，买方不得对既有知识产权进行许可、再许可、转让、收费或授予权益，或以其他方式处理。但对关联公司的转让，无需获得此类批准，前提是买方需以书面形式通知 Comau。

4.2. **Joint Intellectual Property**
共同知识产权

All Joint Intellectual Property, unless differently agreed in writing by the Parties, shall be jointly owned by both Parties.

除非双方另行书面商定，否则所有的共享知识产权将由双方共同所有。

4.3. **Indemnifications**
赔偿

- i) Any Party shall defend and indemnify the other Party from and against any Background Intellectual Property infringement by any third party, provided that the Party seeking to be defended and indemnified shall promptly notify the other Party in writing of any such claim.

一方应为另一方提供辩护，并赔偿因任何第三方对既有知识产权的侵权提出的索赔，前提是请求辩护和赔偿的一方应及时以书面形式通知另一方此类索赔。

- ii) Any Party shall cooperate with the other Party in defending or settling any Background Intellectual Property infringement claim by any third party, sharing costs and expenses.

双方应合作处理或解决任何第三方对既有知识产权侵权的索赔，并分摊相关费用。

4.4. **Drawings and Technical Documentation**
图纸和技术文档

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- i) Any and all drawings and technical document relating to the Goods and/or the Works submitted by one Party to the other prior or subsequent to the Contract shall remain the property of the submitting Party.
无论是在合同签订前还是签订后，一方向另一方提交的所有关于商品和/或工作的图纸和技术文件都应属于提交方的财产。
- ii) Purchaser shall not, without Comau's prior written consent, make use of any document or information whatsoever given by Comau for reasons other than the scope of this Contract and always complying with the provisions of article 6.
未经 Comau 事先书面同意，买方不得将 Comau 提供的任何文档或信息用于本合同范围之外的任何其他目的，并应始终遵守第 6 条的规定。

4.5. **Standard Products**
标准产品

Standard Products are supplied as "blackbox", therefore:
标准产品以“黑箱”的形式供应，因此：

- a) the commercial and manufactured items included in the Standard Products could vary from the official vendor list of the Purchaser;
标准产品中包含的商业和制造项目可能与买方的官方供应商名单不同；
- b) some of the Purchaser's specifications could not be applied;
买方的某些规范可能无法适用；
- c) drawings and/or software of Standard Products will not be delivered to the Purchaser;
标准产品的图纸和/或软件不会交付给买方；
- d) any agreed customization of the Standard Products, to better fit the Purchaser and/or Project requirement, does not entitle the Purchaser to claim the ownership of the drawings, the software nor of any other IPRs pertaining the Standard Products.
任何为更好地满足买方和/或项目需求而对标准产品进行的约定定制，不得使买方有权要求拥有与标准产品相关的图纸、软件或任何其他知识产权的所有权。

4.6. **Trademarks**
商标

Nothing in this Contract shall be construed to mean that either Party shall be entitled to make use of the trademarks of the other Party. The Parties shall take reasonable measures to ensure that their organizations do not use the names or trademarks of the other Party in advertising or other sales promotion or in any other manner whatsoever, other than specifically authorized with a written agreement.
本合同中的任何内容均不应被解释为允许任一方使用另一方的商标。双方应采取合理措施，确保其组织不得在广告或其他销售推广中或以其他方式使用另一方的名称或商标，除非获得书面授权。

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5. **LIMITATION OF LIABILITY**
责任限制

- 5.1. Comau shall be liable for direct damages suffered by the Purchaser insofar they are proved to be attributable exclusively and directly to the non-performance or improper performance of Comau's obligations under the Contract subject to article 5.2. Any sort of liability for loss of production, loss of property or profit and cost of product recall, are expressly excluded and specifically disclaimed.
Comau 应对买方因其未履行或不当履行合同义务而直接遭受的损失负责，但仅限于能够证明完全且直接由 Comau 的行为造成的损害，并受第 5.2 条的约束。明确排除并特别声明，Comau 不对生产损失、财产或利润损失以及产品召回成本承担任何责任。
- 5.2. The total liability of Comau under the Contract whether in tort or in contract shall not exceed the Contract Price.
Comau 在合同下的总责任，包括侵权或是违约，均不超过合同价款。
- 5.3. Nothing in the Contract shall exclude or limit the other Party's liability: a) for death or personal injury caused by that Party's negligence; or b) for fraud or fraudulent misrepresentation
合同中的任何内容均不得排除或限制任一方在以下情况下的责任：a) 由于该方的过失造成的死亡或人身伤害；或 b) 欺诈或欺诈性虚假陈述。

6. **CONFIDENTIALITY**
保密

- 6.1. Comau and Purchaser and their Affiliates shall maintain in confidence all Confidential Information received from the other Party and shall keep secret and not disclose such Confidential Information, directly or indirectly, to any third party (which term will be broadly interpreted to include without limitation any corporation, company, group, partnership, agency, or individual) and shall itself use the Confidential Information solely for the purposes permitted by the Contract. In maintaining the confidentiality of Confidential Information, Comau and Purchaser shall exercise the same degree of care that it exercises with its own Confidential Information, and in no event less than a reasonable degree of care. The confidentiality obligations of the Parties set forth in this article shall be maintained during the term of the Contract and for an additional period of five (5) years after termination of the Contract becomes effective.
Comau 和买方及其附属公司应对从另一方收到的所有机密信息保密，并应保密，不得直接或间接向任何第三方（该术语将被广泛解释为包括但不限于任何公司、企业、集团、合伙企业、代理机构或个人）披露此类机密信息，并应仅将机密信息用于合同允许的目的。在维护机密信息的机密性时，Comau 和买方应采取与处理自己的机密信息相同的谨慎程度，在任何情况下都不得低于合理的谨慎程度。本条规定的双方保密义务应在本合同有效期内以及本合同终止生效后的五（5）年内保持不变。

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6.2. Comau and Purchaser may disclose the Confidential Information only to those of its directors, officers, employees and direct suppliers who require it for the purposes permitted by the Contract (the **“Authorized Parties”**). In case of breach of confidentiality obligations by an Authorized Party, the Party that have disclosed the Confidential Information to such Authorized Party shall be liable.

Comau 和买方仅可向其需要为合同许可目的使用保密信息的董事、高管、员工和直接供应商（**“授权方”**）披露保密信息。如授权方违反保密义务，向其披露保密信息的一方应承担责任。

6.3. The obligation of confidentiality contained in these General Terms shall not apply to the extent that:

本一般条款中包含的保密义务不适用于以下情况：

i) either Party (the **“Receiving Party”**) is required to disclose Confidential Information by order or regulation of a governmental agency or a court of competent jurisdiction; provided, however, that the Receiving Party shall not make any such disclosure without first notifying the other Party and allowing the other Party a reasonable opportunity (to any possible extent) to seek injunctive relief from (or a protective order with respect to) the obligation to make such disclosure; or

接收方（**“接收方”**）因政府机构或有管辖权的法院的命令或法规要求而必须披露保密信息；但前提是接收方在进行任何此类披露前，须首先通知另一方，并在可能的范围内允许另一方合理地寻求禁止令或保护令，以避免或限制此类披露；或

ii) the Receiving Party can demonstrate that: (i) the Confidential Information was at the time of such disclosure to the Receiving Party already in (or thereafter enters) the public domain other than as a result of actions of the Receiving Party, its directors, officers, employees or agents in violation hereof; (ii) the Confidential Information was rightfully known to the Receiving Party prior to the date of disclosure to the Receiving Party; or (iii) the Confidential Information was received by the Receiving Party on an unrestricted basis from a source unrelated to any Party to this Contract and not under a duty of confidentiality to the other Party.

接收方可以证明：（i）在向接收方披露保密信息时，保密信息已经进入（或此后进入）公共领域，而不是由于接收方、其董事、高级职员、雇员或代理人违反本协议的行为造成的；（ii）在向接收方披露之日前，接收方已正当知悉保密信息；或（iii）接收方无限制地从与本合同任何一方无关的来源收到保密信息，且对另一方没有保密义务。

6.4. Each Party (i) acknowledges and confirms that the Confidential Information of the other Party constitutes proprietary information and trade secrets valuable to the other Party, and that the unauthorized use, loss or disclosure of such Confidential Information shall cause irreparable injury to the other Party; (ii) shall notify the other Party immediately upon discovery of any unauthorized use or disclosure of the Confidential Information, and will cooperate with the other Party in every reasonable way to help regain possession of such Confidential Information and to prevent its further unauthorized use; (iii) shall assume the liability for all the direct damages, losses, costs, or expenses which result from: (a) the use of the Confidential Information for any purpose other than the permitted use; (b) the disclosure of the Confidential Information to third parties or entities; or (c) the use of the Confidential Information by any person or entity caused by the unauthorized disclosure or dissemination of same by any

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employees, agents, suppliers or contractors of that Party; (iv) acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information of the other Party and that the other Party shall be entitled, without waiving other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Under local law, confidentiality obligation may lead to administrative penalty or criminal liability, the breaching party shall subject to the consequence and remedy including but not limited act on behalf the observant party and bear velated cost.

每一方(i)承认并确认，另一方的保密信息构成对另一方有价值的专有信息和商业秘密，未经授权使用、丢失或披露该等保密信息将对另一方造成无法弥补的损害；(ii)在发现机密信息的任何未经授权使用或披露后，应立即通知另一方，并以一切合理方式与另一方合作，协助追回此类保密信息并防止其进一步未经授权的使用；(iii)应对以下原因造成的所有直接损害、损失、成本或费用承担责任：(a)将保密信息用于许可用途以外的任何目的；(b)向第三方或实体披露保密信息；或(c)因该方的任何雇员、代理、供应商或承包商未经授权披露或传播机密信息而导致的任何个人或实体对机密信息的使用；(iv)承认，对于未经授权披露另一方的机密信息，金钱赔偿可能不足以作为补救措施，另一方有权在不放弃其他权利或补救措施的情况下，获得有管辖权的法院可能认为适当的禁令性或救济。当地法律规定违反保密义务可能导致行政、刑事责任时，违约方应承担相应责任，对守约方的补救措施包括但不限于代表守约方出面处理，并承担所有费用。

- 6.5. Upon the termination of the Contract the receiving Party shall: (i) return to the other Party, or at the disclosing Party's direction destroy, all materials (including any copies thereof) embodying the other Party's Information and (ii) certify in writing to the other Party that all of such materials have been returned or, if allowed by Applicable Law, destroyed.

本合同终止后，接收方应：(i) 将包含另一方信息的所有材料（包括其任何副本）归还给另一方，或在披露方的指示下进行销毁，以及(ii)以书面形式向另一方证明所有此类材料均已归还，或在适用法律允许的情况下销毁。

7. **HEALTH AND SAFETY**
健康与安全

- 7.1. Comau and Purchaser shall cooperate in order to take all necessary protective and preventive measures necessary to ensure the health and safety of their employees, and will co-ordinate together the implementation of such measures so as to effectively prevent or reasonably limit any hazards to which any employee of Comau or of any of its agents, suppliers or subcontractors might be exposed. To this end, Comau and Purchaser shall exchange information on an ongoing basis with a view to eliminate possible risks due to interference between Comau's activities and those of Purchaser and of other companies operating in the Site. It is understood, however, that Purchaser's responsibility for co-ordination does not extend to Comau's specific risks in carrying out any contractual activity and that managing such specific risks remains the sole responsibility of Comau.

Comau 应和买方合作，采取一切必要的保护和预防措施，以确保其员工的健康和安全，并将共同协调这些措施的实施，以有效预防或合理限制 Comau 或其任何代理人、供应商或分包商的任何员工可能面临的任何危险。为此，Comau 和买方应持续交换信息，以消除 Comau 的活动与买方和在现场运营的其他公司的活动之间的干扰可能带来的风险。然而，据了解，买方

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的协调责任不包括 Comau 在开展任何合同活动时的具体风险，管理这些具体风险仍然是 Comau 的唯一责任。

7.2. Comau shall:
Comau 应:

- i) ensure that personnel under its control will carry out their activities in compliance with the labour legislation currently in force in the place where they are operating and, in particular, with the regulations concerning health and safety at the workplace. Comau also undertakes to require that its subcontractors respect such regulations; and
确保其管控下的员工按照执行地点现行的劳动法规开展工作，尤其遵守与工作场所健康和安​​全相关的规定。Comau 还会要求其分包商遵守此类规定；并
- ii) take into account the information supplied by Purchaser concerning all potential and specific hazards present in the work environment and shall adhere to all safety and accident-prevention measures taken by Purchaser to minimise such risks.
考虑买方关于工作环境中所有潜在和特定危险的信息，并应遵守买方为最小化此类风险所采取的所有安全和防止事故的措施。

7.3. Purchaser shall:
买方应:

- i) ensure that the environmental conditions of the Site and of any site where Comau's personnel operate complies with all the relevant health and safety and other applicable laws and regulations. For the avoidance of doubt the Parties agree that Comau's activities shall not be carried out in unhealthy or dangerous conditions and surroundings. In case of unhealthy or dangerous conditions affecting the Site, Purchaser shall promptly remove or remedy such conditions and the Timetable will be modified accordingly; and
确保工厂和 Comau 的任何员工操作地点的环境条件符合所有相关的健康和安​​全以及其他适用的法律法规。为了消除疑问，各方同意 Comau 的活动不应在不健康或危险的条件和环境中进行。如果工厂受到不健康或危险条件的影响，买方应立即消除或修复这些条件，并相应修改时间表；并
- ii) inform Comau in writing of the environmental risks and hazards present in any area of the Site and of the preventive or emergency measures taken by Purchaser according to applicable laws and regulation to avoid such risks, even if during the activities the environmental conditions changed in comparison to the initial situation.
书面通知 Comau 现场任何区域中存在的环境风险和危险，以及买方根据适用法律法规采取的预防或应急措施，即使活动期间的环境条件与初始情况相比发生了变化。

8. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS
遵守当地法律和法规

8.1. Goods and/or Works shall comply with any and all laws and regulations applicable in the

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country of the Site and Purchaser shall use its best endeavours to assist and support Comau in obtaining the necessary information and documentation.
商品和/或工作应遵守适用于站点所在国家的所有法律和法规，买方应尽其最大努力协助并支持 Comau 获取必要的信息和文件。

- 8.2. Should any change to the Goods and/or Works, become necessary due to any change in such applicable laws and regulations occurred after the signature of the Contract but prior to acceptance and, consequently, should the envisaged cost of the Goods and/or Works increase or decrease then the Contract Price shall be modified accordingly.
如因合同签署后但在验收前适用法律和法规的变化而需对商品和/或工作进行变更，导致商品和/或工作的预期成本增加或减少，则应相应修改合同价格。

9. **FORCE MAJEURE**
不可抗力

- 9.1. If a Party is prevented from performing any of its obligations under the Contract due to an event of Force Majeure, such Party's contractual obligations affected by such an event under the Contract shall be suspended during the period of delay caused by the Force Majeure and shall be automatically extended, without penalty or liability, for a period equal to such suspension; all other obligations under the Contract and the time for performance thereof shall remain unaffected.
如果一方由于不可抗力事件无法履行合同项下的任何义务，该方在合同项下受此类事件影响的合同义务应当在不可抗力造成的延迟期间被暂停，并自动延长，无需承担罚款或责任，期限等于该暂停期；合同项下的所有其他义务及其履行时间应保持不变。
- 9.2. The prevented Party shall use reasonable endeavours to mitigate and circumvent the Force Majeure.
受影响的一方应尽力减轻并消除不可抗力事件的影响。
- 9.3. The prevented Party shall within five (5) Working Days of the occurrence of an event of Force Majeure notify the other Party by email or courier. Within ten (10) Working Days of the occurrence of such event of Force Majeure, the prevented Party shall provide the other Party with a detailed description of the event of Force Majeure. The prevented Party shall further provide to the other Party any additional information the other Party may reasonably request to confirm the occurrence and extent of the event of Force Majeure.
受影响的一方在发生不可抗力事件后的五（5）个工作日内，应通过电子邮件或快递通知另一方。在发生此类不可抗力事件后的十（10）个工作日内，受影响的一方应向另一方提供关于不可抗力事件的详细描述。受影响的一方还应向另一方提供任何另一方可能合理要求的额外信息，以确认出现的不可抗力事件及其程度。

10. **HARDSHIP**
情势变迁

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10.1. If a Party proves that:
如果一方证明:

- i) the continued performance of its contractual duties and obligations has become excessively onerous due to an event beyond its reasonable control; and
因超出其合理控制范围的事件导致继续履行其合同义务变得过于繁重; 且
- ii) it could not reasonably have avoided or overcome the event or its consequences;
其无法合理地避免或克服这个事件或其后果;

the Party concerned by such event may then inform the other Party of by written notice as soon as possible after said event but shall, in any event, continue to perform the Contract. Then, the Parties shall, within a time period of 1 (one) month after receipt of the written notice, negotiate to reach a mutually acceptable compromise dealing with such situation and sign an amendment to the Contract.
该方可在上述事件发生后尽快以书面通知的形式告知另一方, 但仍须继续履行合同。此后, 双方应在收到书面通知后的一(1)个月内, 通过协商达成双方均可接受的妥协方案以应对此类情况, 并签署补充协议。

10.2. If no agreement has been reached within such 1 (one) month period, the Contract shall continue without any amendments. However, in such a case, the Party invoking this article 10 is entitled during a 10 (ten) calendar days period, as from the expiry of the above 1 (one) month period, to terminate the Contract by sending a termination written notice to the other Party. In this case the Purchaser will pay to Comau: a) any and all portion of the Contract Price due for all activities already carried out by Comau at the moment in which the notice of termination is received; and b) reasonable costs incurred by Comau as result of such termination included but not limited to the termination of sub-contracts entered into by and between Comau and the sub-contractor(s), material and equipment kept in stock, etc. The termination of the Contract shall be effective 15 (fifteen) calendar days after receipt of the above-mentioned termination notice. In such a case, it is specified that the Parties shall continue to perform the Contract during the 15 (fifteen) calendar days notice period.
如果在上述一(1)个月期限内未能达成协议, 则合同将继续履行且不作任何修改。然而, 在此情况下, 援引本第 10 条的当事方有权在上述一(1)个月期限届满后十(10)个日历日内, 通过书面终止通知终止合同。在此情况下, 买方应支付给 Comau: a) 截至终止通知收到时, Comau 已完成的所有活动所对应的合同价款部分; 以及 b) 因终止合同而产生的合理费用, 包括但不限于 Comau 与分包商之间签订的分包合同的终止费用、库存的材料和设备费用等。合同的终止应在收到上述终止通知后的 15(十五)个日历天后生效。在这种情况下, 明确指出, 双方应在 15(十五)个日历天的通知期间继续履行合同。

11. EXPORT CONTROL AND INTERNATIONAL ECONOMIC SANCTIONS
出口控制和国际经济制裁

11.1. In addition to any warranties contained elsewhere, Purchaser acknowledges that the export of the Goods and/or the performance of any of the Works (which for the purposes of this article

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11 includes any works, related hardware, software, technology, technical data and other information and/or corresponding documentation, regardless of the mode of provision) outside the customs territory of the European Union and/or towards certain entities or destinations could be subject to control by competent authorities, also in respect to any software, technology, technical data and other information. Purchaser undertakes to put and maintain in place all the necessary measures to comply with any Italian, EU, UK and/or US laws and regulations on export control and international economic sanctions.

除其他保证外，买方承认，将商品出口和/或任何工作的履行（就本第 11 条而言，包括任何工作、相关硬件、软件、技术、技术数据及其他信息和/或对应文件，无论以何种方式提供）出口到欧盟关税区以外和/或某些实体或目的地可能需要相关主管部门的管制，特别是涉及软件、技术、技术数据和其他信息时。买方承诺采取并维持所有必要措施，以遵守意大利、欧盟、英国和/或美国关于出口管制和国际经济制裁的任何法律法规。

- 11.2. In the event that Purchaser intends to export or re-export any Goods (or any part of them) procured from Comau (including hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) or in any way transfer any of the same to a third party any works and services (including all kinds of technical support) supplied by Comau, Purchaser shall comply with all applicable national and international (re-)export control regulations and, to such effect, it undertakes not to transfer the abovementioned Goods, Works or services to Purchasers included in any list of natural or legal persons, entities or bodies who or which are subject to restrictive measures by the European Union, the United Kingdom, the United States of America, and/or by the United Nations, nor owned or controlled by any such person or entity (i.e. **“Designated Party”**).
- 如果买方计划将从 Comau 采购的任何商品（或其任何部分，包括硬件和/或软件和/或技术及其对应的文件，无论以何种方式提供）出口或再出口，或以任何方式将其转让给第三方，包括 Comau 提供的任何工作和服务（包括各种技术支持），买方应遵守所有适用的国家和国际（再）出口管制规定。因此，买方承诺不将上述商品、工作或服务转让给包括在欧盟、英国、美国和/或联合国限制措施清单中的任何自然人或法人实体或团体，以及任何此类个人或实体所有或控制的人员或实体（即**“指定方”**）。

- 11.3. Prior to any transfer by Purchaser of Goods, Works and services provided by Comau to Purchaser, Purchaser shall *inter alia* check and guarantee and hereby undertakes and warrants to Comau that:
- 在买方将 Comau 提供的商品、工作和服务转移给买方之前，买方应进行检查并向 Comau 承诺并保证：
- a) there will be no infringement of an embargo or any other measure imposed by the European Union, the United Kingdom, the United States of America, the United Nations with respect to such transfer;
在进行此类转移时，不会侵犯由欧洲联盟、英国、美国和联合国实施的禁运或任何其他措施；
 - b) any Goods, Works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided.

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任何商品、工作和服务并未用于与军备、核技术或武器有关的用途，若该用途受到禁止或授权要求，则必须提供所需授权。

- 11.4. Purchaser warrants that it has developed sufficient export control and compliance policies and procedures to ensure the observance of any relevant export control and international economic sanction regulations as applicable. Purchaser shall provide promptly to Comau conclusive evidence of such policies and procedures, upon reasonable request by Comau.
买方保证，已经制定了足够的出口控制和合规政策和程序，以确保遵守任何相关的出口管制和国际经济制裁规定。在 Comau 合理要求的情况下，买方应立即向 Comau 提供所述政策和程序的确凿证据。
- 11.5. Purchaser agrees that (at its costs) it will take all steps necessary to assist Comau to comply with relevant laws and to deal with any government or other relevant authority inquiries, investigation, penalty action, litigation, etc. arising out of questions about or issues arising in connection with international trade regulations compliance.
买方同意，会（自费）采取一切必要的步骤协助 Comau 遵守相关法律，并处理任何与国际贸易法规合规有关的政府或其他相关机构的询问、调查、处罚行动、诉讼等。
- 11.6. Purchaser shall indemnify and hold harmless Comau from and against any and all claims, proceedings, actions, fines, losses, costs (including but not limited to legal costs and expenses) and damages suffered or incurred by Comau in any way out of arising out of and/or relating to any noncompliance with export control and international economic sanction regulations by Purchaser in relation to the Goods and/or Works and/or any service procured or performed by Comau. Purchaser shall thus compensate Comau for all losses and expenses resulting thereof.
买方应对 Comau 因买方在与商品和/或工作和/或任何 Comau 提供或执行的服务相关的出口管制和国际经济制裁法规中的任何不合规行为所引发或与之相关的任何和所有索赔、诉讼、行动、罚款、损失、成本（包括但不限于法律费用和支出）以及遭受或产生的损害进行赔偿并使 Comau 免受其害。因此，买方应赔偿 Comau 因此类行为所导致的所有损失和费用。
- 11.7. In the event that Comau's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (each an "Excusing Event"):
如果因以下事件之一（每个均为“免责事件”）导致 Comau 的履约被阻止或变得不合理困难或商业上不经济：
- i) any change in the laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, including, but not limited to, the adoption of export control measures or international economic sanctions of any kind that may impact Comau's obligations;
包括但不限于意大利共和国和/或欧盟和/或英国和/或美国的法律发生任何变更，包括但不限于可能影响 Comau 义务的任何类型的出口管制措施或国际经济制裁的实施。
 - ii) any amendment, extension or revision, or any change in the interpretation or in the application, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws of the Italian Republic, and/or of the European Union, and/or of the United

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Kingdom, and/or of the United States of America, in force at the date of the Order Acceptance, on export control or international economic sanctions;
任何法院、仲裁庭或具有管辖权的监管机构对意大利共和国和/或欧盟和/或英国和/或美国现行出口管制或国际经济制裁法律的任何修订、扩展或重新解释的实施。

- iii) failure of the Purchaser to obtain any authorization, permit or license of any competent authority necessary for the lawful provision to the Purchaser of the Goods and/or Works;
买方未能获得提供商品和/或工作的必要授权、许可或许可证；
- iv) (iv) any other event, whether or not similar to the ones specified above, outside the control of Comau, which would prevent the performance of the Contract at the originally agreed terms, because of laws on export control and/or international economic sanctions of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America
任何其他事件，无论是否类似上述事件，超出 Comau 控制范围，因意大利共和国和/或欧盟和/或英国和/或美国的出口管制和/或国际经济制裁法律导致合同按原定条款无法履行。

Comau shall then notify in writing the occurrence of an Excusing Event to and consult Purchaser in good faith on any useful or appropriate steps to be taken so that the Agreement may be performed as intended. The fulfilment of the Parties' respective obligations will be suspended during the consultation period since the date of the notification of the Excusing Event. In case after the consultation, it appears that Comau's obligations cannot be further performed because they have become invalid or unlawful under the Applicable Law, the Contract shall be terminated without any right of Purchaser to obtain compensation or any other similar relief. In case Comau's obligations are not unlawful or invalid per se, but they have become impossible or unreasonably expensive, the performance of the Contract shall be suspended from the date of the notification of the Excusing Event until the Excusing Event terminates. In this last case, Comau and Purchaser shall strive to minimize the prejudice determined to each of them by such suspension, as far as reasonably possible and to the extent lawfully permitted by the applicable export control regulations and international economic sanctions.

Comau 应以书面形式通知买方免责事件的发生，并与买方进行善意协商，商议采取任何有用或适当的措施以使合同能够按预期履行。自免责事件通知发出之日起，双方各自义务的履行将在协商期间暂停。如果在协商后，Comau 的义务被确认因适用法律变得无效或非法，合同将终止，买方无权获得任何赔偿或类似救济。如果 Comau 的义务本身并非非法或无效，但履行变得不可能或成本过高，合同的履行将自免责事件通知之日起暂停，直至免责事件结束。在此情况下，Comau 和买方应尽可能在合理和合法允许的范围内，努力将此类暂停对双方造成的不利影响降至最低。

- 11.8. The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with the Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.
如果商品符合欧洲理事会（EU）第 833/2014 号规章第 12g 条的规定，则买方不得直接或间接将在合同项下或与合同有关的任何商品出售、出口或再出口至俄罗斯联邦，或在俄罗斯联邦内使用。

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11.9. The Purchaser shall undertake its best efforts to ensure that the purpose of article 11.8 is not frustrated by any third parties further down the commercial chain, including by possible resellers. The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of article 11.8.

买方应尽最大努力确保任何商业链下游的第三方，包括可能的经销商，不会破坏第 11.8 条的目的。买方应建立并维护一个充分的监控机制，以发现任何商业链下游第三方，包括可能的经销商，可能破坏第 11.8 条目的的行为。

11.10. Any violation of articles 11.8 and 11.9 shall constitute a material breach of an essential element of the Contract and Comau shall be entitled to seek appropriate remedies, including, but not limited to:

任何违反第 11.8 条和 11.9 条的行为都将构成对合同基本条款的实质性违约，Comau 有权寻求适当的救济，包括但不限于：

- i) termination of the Contract; and
终止合同; 以及
- ii) a penalty of 20% of the total value of the Contract or price of the goods exported, whichever is higher.
合同总金额或已出口商品价值的 20%，以较高者为准的罚款。

11.11. The Purchaser shall immediately inform Comau about any problems in applying articles 11.8 and 11.9, including any relevant activities by third parties that could frustrate the purpose of article 11.8. The Purchaser shall make available to Comau information concerning compliance with the obligations under article 11.8 and 11.9 within two weeks of the simple request of such information.

买方应立即将执行第 11.8 条和第 11.9 条中出现的任何问题告知 Comau，包括任何可能破坏第 11.8 条目的的第三方相关活动。买方应在收到 Comau 提出信息请求后的两周内向 Comau 提供关于履行第 11.8 条和第 11.9 条义务的相关信息。

12. **ASSIGNMENT**
转让

12.1. Comau shall be entitled to assign any receivable and any other amount due by Purchaser to Comau under the Contract to any third party.
Comau 有权将买方根据合同应付的任何应收款项和其他金额转让给任何第三方。

12.2. Purchaser shall not have the right to assign its rights and/or obligations under the Contract without the prior written consent of Comau which shall not be unreasonably withheld.
未经 Comau 事先书面同意，买方无权转让其在合同项下的权利和/或义务，但 Comau 不得无理拒绝该同意。

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13. TERMINATION AND SUSPENSION RIGHTS
终止和暂停权利

13.1. Suspension
暂停

13.1.1. Comau shall have the right to suspend execution of the Contract by written notice if Purchaser:
如果买方出现以下情况，柯马有权通过书面通知暂停执行合同：

- a) interrupts or fails to properly perform the execution of any material obligations under the Contract; and/or
中断或未能正确履行合同项下的任何重大义务；和/或
- b) prevents in any way Comau from properly performing the execution of its obligations under the Contract for more than 5 (five) Working Days.
以任何方式妨碍 Comau 正确履行其合同义务超过五（5）个工作日；

13.1.2. In the cases set forth in article 13.1.1 the Purchaser shall reimburse Comau with any and all costs and expenses which Comau may have borne as a consequence of such suspension. Should the situation herein above provided not be removed within 5 (five) Working Days from the written notice, Comau shall have the right to terminate the Contract by giving 7 (seven) Working Days prior written notice to Purchaser. In such a case, article 13.2.2 shall apply.
在第 13.1.1 条所述情况下，买方应赔偿 Comau 因暂停执行合同而产生的任何和所有费用和支出。如果上述情况未能在书面通知后五（5）个工作日内解决，Comau 有权通过提前七（7）个工作日的书面通知终止合同。在此情况下，应适用第 13.2.2 条的规定。

13.2. Termination for Breach
违约终止

13.2.1. Subject to the General Terms, the non-breaching Party may terminate the Contract by written notice served upon the other Party if the other Party commits an irremediable material breach of its obligations arising from the Contract or fails to remedy a remediable breach within 10 (ten) Working Days from receipt of a written notice specifying the breach and requiring it to be remedied.
在遵守一般条款的前提下，如对方发生无法补救的合同义务严重违约或在收到明确违约并要求补救的书面通知后的 10(十)个工作日内未能补救可补救违约的情况，非违约方有权以书面通知的方式终止该合同。

13.2.2. In the event set forth in article 13.2.1, the breaching Party shall indemnify the other Party from any and all costs, expenses and direct damages arising from the termination (which together for the purposes of this sub clause shall be referred to as the "Claim"), subject to the provisions of articles 5.1 and 5.2 whose limitations, solely

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in relation to this article, are to be interpreted as applicable to both Parties and to the extent that the non-breaching Party has taken all reasonable steps to mitigate the Claim. In addition to the above, in case the breaching party is the Purchaser, than the Purchaser will pay to Comau the portion of the Contract Price due for all activities already carried out by Comau at the moment in which the notice of termination is received.

在第 13.2.1 条所述情况下，违约方应赔偿非违约方因终止合同而产生的任何和所有费用、支出和直接损害（统称为“索赔”），但须遵守第 5.1 条和第 5.2 条的规定。这些限制在本条款下适用于双方，并且非违约方应已采取一切合理措施以减轻索赔。此外，如果违约方是买方，买方还应支付 Comau 在收到终止通知时已完成的所有活动所对应的合同价款部分。

13.2.3. Local Law applies on termination condition and procedure in case different from this contract.
适用法律对终止的条件及程序有不同规定的，从其规定。

13.3. Other Termination rights
其他终止权利

- i) Each Party shall have the right to terminate the Contract immediately by written notice served upon the other Party in case:
如发生以下情况，双方均有权立即通过书面通知方式向对方终止合同：
- a) where the other Party becomes insolvent and/or declares bankruptcy;
一方破产并/或宣告破产的情况。
 - b) where the other Party is placed under the control of a liquidator;
一方被置于清算人的控制之下；
 - c) of preliminary and/or initial deeds for voluntary winding-up, request of composition with creditors or of out of Court or temporary receivership or receivership of the other Party;
一方采取自愿清算、申请债权人协议、庭外协议、临时托管或正式托管的初步或初始行动；
 - d) of any other circumstances having similar effects;
任何具有类似效果的其他情况；
 - e) of circumstances described in article 9.4.
第 9.4 条所描述的情况。

14. APPLICABLE LAW AND DISPUTE RESOLUTIONS
适用法律和争议解决

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- 14.1. The Contract shall be governed by and construed under the laws of country of Comau legal residence (the “**Applicable Law**”).
本合同将受柯马所在国法律（以下称为“**适用法律**”）的约束并由其解释。
- 14.2. In the event of any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity hereof (the “**Dispute**”), the Parties shall attempt in the first instance to resolve such Dispute through friendly consultations.
如果因合同引起或与之相关的任何争议、纠纷或索赔（“**争议**”）发生，双方应首先尝试通过友好协商解决该争议。
- 14.3. If the settlement as per article 14.2 cannot be reached within a period of 30 (thirty) calendar days, the Dispute may be brought in the court of competent jurisdiction related to the city where Comau has its registered address.
如果根据第 14.2 条的协商未能在三十（30）个日历日内达成解决，争议可提交 Comau 注册地址所在城市相关法院进行审理。
- 14.4. Notwithstanding anything to the contrary contained herein, in the event of a Dispute over Purchaser's payment obligations, Purchaser shall timely pay to Comau any undisputed payments without regard to the outcome of these dispute resolution procedures.
尽管本合同有任何相反规定，但如果争议涉及买方的付款义务，买方应按时支付 Comau 所有无争议的款项，而不受争议解决程序结果的影响。

15. **MISCELLANEOUS PROVISIONS**
其他规定

15.1. **Sub-contractors and sub-suppliers**
分包商和次级供应商

Comau shall have the right to use sub-contractors and/or sub-supplier for the execution of the Contract.
Comau 有权使用分包商和/或次级供应商来执行合同。

15.2. **Independent Contractor Relationship**
独立承包商关系

Comau and Purchaser shall be deemed independent contractors of each other. Nothing in the Contract shall be construed or implied as (i) constituting either of the Parties hereto as the agent of the other Party (except with the other Party's prior written consent); or (ii) authorizing either Party to incur any expenses or any other form of obligation on behalf of the other Party (except with the other Party's prior written consent).
Comau 和采购商应被视为彼此的独立承包商。合同中没有任何内容应被解释或推断为（i）任何一方被视为另一方的代理（除非事先得到另一方的书面同意）；或（ii）任何一方被授权代表另一方承担任何费用或其他形式的义务（除非事先得到另一方的书面同意）。

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15.3. **Binding Effect**
约束力

The Contract is made for the benefit of the Parties hereto and their respective lawful successors and assignees and is legally binding on them.
合同旨在为双方及其各自合法继承人和受让人受益，并对其具有法律约束力。

15.4. **Amendment**
修订

The Contract may be amended only by written agreement executed by the duly authorized representatives of each Party.
合同只能由各方正式授权的代表签署的书面协议进行修订。

15.5. **Publicity**
宣传

15.5.1. The Parties are entitled to use for marketing purposes including, but not limited to, press and social media release (the “**Marketing Purposes**”) the other Party's logo and/or name and/or videos and photos of the Goods and/or Works. The above-mentioned use for Marketing Purposes by one Party will be notified to the other Party by email on a case-by-case basis and this Party shall have the right to deny its consent by email within 5 (five) days.

各方有权出于营销目的，包括但不限于新闻和社交媒体发布（“**营销目的**”），使用另一方的标志和/或名称以及商品和/或工作的照片和视频。一方出于营销目的的上述使用，应通过电子邮件逐案通知另一方，另一方有权在五（5）天内通过电子邮件拒绝其同意。

15.5.2. For the sake of clarity, Comau shall have the right to use for Marketing Purposes: a) photos-videos of the Goods and/or Works taken in Comau premises and not showing Purchaser's products, data or information; and b) the description of the Goods and/or Works without references to Purchaser's name, logo and products information.

为避免疑义，Comau 有权出于营销目的的使用：a) 在 Comau 场所拍摄的、未显示买方产品、数据或信息的商品和/或工作的照片和视频；和 b) 不含买方名称、标志和产品信息的商品和/或工作的描述。

15.6. **Severability**
可分割性

If any one or more of the provisions contained in the Contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any Applicable Law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the Parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid, illegal or unenforceable term or provision.

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如果合同或与此有关的任何文件中包含的任何一项或多项规定在任何适用法律下无效、非法或不能执行，那么： (i) 本合同或其中的其余条款的有效性、合法性和可执行性应不受任何方式的影响或损害，并应保持完全有效; 并且 (ii) 双方应立即用有效、合法且可执行的条款或规定取代该无效、非法或不可执行的条款或规定，并尽可能接近表达此类无效、非法或不可执行条款或规定的意图。

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SECTION B – SPARE PARTS
第 B 部分 - 备件

16. DEFINITIONS
定义

In this section B:
在本 B 部分中:

“**Goods**” means the spare parts for Comau equipment to be provided by Comau to the Purchaser under a Contract.
“**商品**”指 Comau 根据合同向买方提供的 Comau 设备备件。

17. SPECIFIC TERMS OF SUPPLY
特定供应条款

Quantity, type, conditions of shipping and packaging and delivery dates of Goods shall be agreed by the Parties in the Contract.
商品的数量、类型、运输和包装条件以及交货日期应由双方在合同中约定。

18. WARRANTY
保修

18.1. Comau warrants the good quality and proper operation of the Goods for 12 (twelve) months from the delivery date, provided that the Purchaser, in case of defects, sends written notice to Comau describing the discovered defects within the mandatory term of 8 (eight) days from its occurrence. Warranty period may various by projects, quotation or contract stipulation on this specific term prevails.
Comau 保证商品自交付之日起 12（十二）个月内质量良好且运行正常，前提是买方在发现缺陷后 八（8）天内以书面形式通知 Comau，说明发现的缺陷。因项目不同质保期各异，质保期限具体订单或合同有约定的，以订单或合同为准。

18.2. Warranty stated in this article only covers defects resulting from events occurred before the delivery of the Goods (i.e. faulty fabrication, use of defective components, etc.).
本条规定的保修仅涵盖交付商品前发生的事件所导致的缺陷（例如制造缺陷、使用有缺陷的组件等）。

Warranty shall not apply in case of:
以下情况不予适用保修:

- a) non-compliance with Comau's operational and/or maintenance instructions;
未遵守 Comau 的操作和/或维护指令;

Commentato [XX1]: 根据供方提供的质保情况，备件质保分为 12 个月，10 个月，6 个月，无质保

Commentato [LM(C2R1)]: According to the warranty provided by the supplier, the spare parts warranty is divided into 12 months, 10 months, 6 months, no warranty.

Commentato [ZS3R1]: On legal point view, is it possible to specify a warranty period, less then 12 months in China?

Commentato [XX(C4R1)]: Yes, nomally is 12 month, but there is some special spare with shorter or longer warranty period

Commentato [ZS5R1]: Is it possible to add something similar to "unless otherwise stated in the quotation" ?

Commentato [NZ(C6R1)]: Modified accordingly.

Commentato [XX7]: 目前项目没有相关操作/维护指令 文件，相关维保手册等文件不足，建议删除

Commentato [LM(C8R7)]: At present, the project does not have relevant operation/maintenance instruction files, and relevant maintenance manuals and other files are insufficient. The after-sales dept. suggests to delete.

Commentato [ZS9R7]: On legal point of view, in China, is accetable to deliver projects without relevant operation/maintenance instruction files or manuals?

Commentato [NZ(C10R7)]: Under law of P. R. C. , it is not obligated to deliver projects with operation or maintenance Manuel unless related to safety or environment, or product related to subway or railway. Or it is only considered as good practice.

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- b) normal wear and tear;
正常的磨损和损耗;
- c) repair or modification to the Goods not carried out by Comau or carried out without Comau's prior consent;
未经 Comau 执行或未经 Comau 事先同意就对商品进行修理或修改;
- d) use of non-authorized software or spare or replacement parts;
使用未经授权的软件或备件或替换零件;
- e) use of third party controls operating above the limits of the mechanical arms;
使用超过机械臂限制的第三方控制器。
- f) improper use or use of the Goods outside their scope as described in the technical specifications;
对商品进行不当使用，或超出技术规格中描述的范围的使用;
- g) non-compliance with Comau's storage, installation, operation or environmental requirements.
未遵守 Comau 的存储、安装、运行或环境要求。

- 18.3. For repaired or replaced parts the warranty period will be 6 (six) months from the date of the repair or replacement. Such extension of warranty period shall be limited to the repaired or replaced part and not extended to the whole Good.
对于经过修理或更换的部件，保修期将从修理或更换之日起计算，期限为 6 个月。这种保修期的延长应限于被修理或更换的部件，而不应延伸至整个商品。
- 18.4. Comau shall intervene directly or by means of duly appointed third parties to check the defect / non-operation notified by the Purchaser. Any technical intervention performed by the Purchaser without Comau's previous written agreement will imply the expiration of the warranty.
Comau 将直接或通过正式委托的第三方检查买方通知的缺陷/故障。买方未经 Comau 事先书面同意进行的任何技术干预将导致保修失效。
- 18.5. Whenever the defects notified are verified by Comau, Comau shall decide in its own discretion whether to repair or to replace the defective Good. In case of repair or replacement under warranty, Comau shall bear the costs and expenses deriving from the repair or replacement. Any other cost or expense including, by way of example but not limited to, cost of shipping of defective parts to Comau China – Shanghai plant (if replacement activities are carried out by the Purchaser), travel and accommodation costs, shall be excluded.
如果 Comau 验证了所通知的缺陷，Comau 可自行决定修理或更换有缺陷的商品。对于保修范围内的修理或更换，Comau 将承担由此产生的费用和支出。任何其他费用或支出（例如但不限于将有缺陷部件运送到中国上海松江区的 Comau 工厂的运费、差旅和住宿费用）均不包括在内。

- Commentato [XX11]: 柯马自制件缺少技术规格要求和适用范围定义，建议删除
- Commentato [LM(C12R11)]: Comau homemade parts lack technical specifications and scope of use definition, aftersales dept. suggest to delete
- Commentato [ZS13R11]: On legal point of view, in China, is acceptable to deliver projects without technical specification?
- Commentato [NZ(C14R11)]: From P.R.C. law and regulation, only **compulsory** and **National** technical specification is required to deliver with equipment. Considering it is applied obligative.
- Commentato [XX15]: 同上，缺少具体要求类文件，建议删除
- Commentato [LM(C16R15)]: Comau homemade parts lack technical specifications and scope of use definition, aftersales dept. suggest to delete.
- Commentato [ZS17R15]: On legal point of view, in China, is acceptable to deliver projects without technical specification?
- Commentato [NZ(C18R15)]: From P.R.C. law and regulation, only **compulsory** and **National** technical specification is required to deliver with equipment. Considering it is applied obligative.
- Commentato [XX19]: 部分产品维修质保期只有 3 个月
- Commentato [LM(C20R19)]: The warranty period of some products is only 3 months
- Commentato [ZS21R19]: On legal point view, is it possible to specify a warranty period, less then 6 months for repaired parts in China?
- Commentato [NZ(C22R19)]: Under law of P.R. C., warranty period various from products, which may stipulated by National Specification, majority are agreed by parties, even no warranty is valid in case agreed by both parties.
- Commentato [NA23]: To be updated how?
- Commentato [ZS24R23]: Please update with Comau Shanghai location
- Commentato [NZ(C25R23)]: accomplished

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- 18.6. The warranty does not include logistic activities related to technical intervention and/or repairs carried out with the aid of cranes, overhead cranes, forklifts and/or any other means. Therefore, the Purchaser guarantees its support during all phases of Comau intervention.
保修不包括与技术干预和/或使用起重机、吊车、叉车和/或任何其他工具进行维修相关的物流活动。因此，买方须在 Comau 干预的所有阶段提供支持。
- 18.7. All other warranties not expressly included in these General Terms are excluded to the fullest extent permitted by applicable law. Comau specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.
在适用法律允许的最大范围内，未明确包含在本一般条款中的其他保修均被排除。Comau 特别否认任何默示的适销性和特定用途适用性的保修。
- 18.8. For the sake of clarity, unless otherwise expressly agreed in writing between the Parties, Comau is not aware of the use or application of the Goods. Choice of the Goods, configuration, programming and development of the related application for which the Goods are to be used are at the Purchaser's sole risk and costs. Comau liability shall be excluded in case of problems arising from the applications mentioned above and/or in the industrial environment where the Goods are used
为避免疑义，除非双方另有明确书面约定，Comau 不负责了解商品的用途或应用。商品的选择、配置、编程以及与商品用途相关的应用开发完全由买方自行承担风险和费用。对于上述应用和/或商品使用的工业环境引发的问题，Comau 不承担任何责任。

19. **PRICE AND PAYMENT**
价格与支付

- 19.1. Contract Price for the Goods is detailed in the Contract. Unless otherwise expressly agreed in writing between the Parties, the Price is quoted according to delivery terms detailed in the Contract (ICC INCOTERMS ® 2020).
商品的合同价格在合同中详细说明。除非双方另有明确书面约定，价格根据合同中规定的交付条款（ICC INCOTERMS ® 2020）报价。
- 19.2. Contract Price is not inclusive of any taxes and levies, including withholding tax, nor of packaging, transport, insurance, assembly and other possible additional costs, which shall be paid, if any, by Purchaser in addition to the Contract Price.
合同价格不包括任何税费（包括预扣税）、包装费、运输费、保险费、安装费及其他可能的附加费用，若有，由买方另行支付。
- 19.3. Purchaser shall pay the Contract Price to Comau in accordance with the terms and conditions stated in the Contract. The payment shall be made in full, without set-off, counterclaim or withholding of any kind.
买方应根据合同中规定的条款和条件向 Comau 支付合同价格。付款应全额支付，不得扣减、反诉或任何形式的扣留。

Commentato [XX26]: 国内通常是做 DDP 报价

Commentato [LM(C27R26): Domestic usually do DDP quotation

Commentato [ZS28R26]: Is it possible to indicate in the GTC something similar to "unless otherwise stated in the offer" ?

Commentato [XX(C29R26): If added this condition, I think it is well solved

Commentato [NZ(C30R26): Customer care comment on this term seconded by Legal .

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19.4. In case of late payment, Comau shall be entitled to:
如逾期付款，Comau 有权：

- a) obtain late payment interest from the day on which payment was due. Interests shall be calculated according to applicable law without prejudice to Comau's right to claim damages for any greater loss due to the delay in payment; and/or
自付款到期之日起要求支付逾期付款利息。利息应根据适用法律计算，同时 Comau 保留因延迟付款造成的更大损失索赔的权利；和/或
- b) suspend, after having notified the Purchaser in writing, the delivery of the Goods or the other activities under the Contract, if any, until payment is credited; and/or
书面通知买方后暂停交付货物或合同下的其他活动（如有），直至款项到账；和/或
- c) terminate the Contract by notice in writing to the Purchaser and claim compensation for the losses incurred.
通过书面通知买方终止合同并索赔所遭受的损失。

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SECTION C – REPAIR ACTIVITIES
第 C 部分 - 维修活动

20. DEFINITIONS
定义

In this Section C:
在本 C 部分中：

- **“Equipment”** means the equipment owned by the Purchaser and to be repaired under a Contract.
“设备”指的是买方所拥有并根据合同进行维修的设备。
- **“Defect”** means a malfunction related to an Equipment;
“缺陷”指的是与设备相关的故障；
- **“Defect Detection”** means the activities necessary to detect the fault in the Equipment.
“缺陷检测”指的是检测设备故障所必需的活动。
- **“-Works”** means the repair activities to be carried out by Comau. Except as otherwise agreed in writing between the Parties, repair activities will be those detailed in the Offer.
“工作”指的是由 Comau 进行的修理活动。除非双方另有书面约定，维修活动将为报价中详细列明的内容。

21. OFFER, PRICE AND PAYMENT
报价、价格和支付

- 21.1. Upon request by the Purchaser reporting a Defect, Comau will remotely check the backup data of the Equipment and will provide the Purchaser with an Offer detailing:
在买方报告缺陷的请求下，Comau 将远程检查设备的备份数据，并向买方提供详细报价，其中包括：
- results of the backup data;
备份数据的结果；
 - provisional, non-binding list of parts to be replaced or repaired and related prices;
需要更换或维修的零件的临时、非约束性清单及相关价格；
 - other repair activities that may be necessary;
可能需要的其他维修活动；
 - hourly rates applicable for the intervention.
干预适用的小时费率。

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21.2. If backup data of the Equipment are not available or not appropriate to detect the Defect, upon prior written confirmation by the Customer Comau will carry on the Defect Detection directly on site and then will issue the Offer with the contents described in article 21.1 plus the price for the Defect Detection.
如果设备的备份数据不可用或不足以检测缺陷，在获得买方的事先书面确认后，Comau 将直接在现场进行缺陷检测，然后提供包含第 21.1 条所述内容以及缺陷检测价格的报价。

21.3. On receipt of the Offer, the Purchaser will confirm Comau if to proceed or not with the Works.
If the Purchaser:
收到报价后，买方将确认 Comau 是否继续进行工作。如果买方：

21.3.1. decides not to proceed with the Works, then the Customer will pay to Comau the price for the Defect Detection carried out according to article 21.2;

如决定不继续工作，则买方将按照第 21.2 条支付给 Comau 已进行的缺陷检测的费用；

21.3.2. decides to proceed, Comau will carry out the Works and the Parties will sign a final report. Comau will then provide the Purchaser with the Contract Price and will send the related invoice within 10 (ten) days from the date of the final report.

如决定继续工作，则 Comau 将开展工作，并双方将签署最终报告。随后，Comau 将向买方提供合同价格，并在最终报告之日起十（10）天内寄送相关发票。

22. **WARRANTY**
保修

22.1. Comau guarantees that: a) the Works will be carried out with proper professional care and b) spare parts and other materials used in the Works are free from defects. The duration of this warranty is 6 (six) months for repaired parts and 12 (twelve) months for replaced parts, both from the date of the Works.

Comau 保证：a) 工作将以专业细致的方式完成，以及 b) 在工作中使用的备件和其他材料无缺陷。保修期为：对维修部件自工作之日起六（6）个月，对更换部件为十二（12）个月。

22.2. There is no guarantee, express or implied, on the technical capability and availability and/or the production requirements of the Equipment during and after the execution of the Works.
对于设备在工作期间和工作完成后技术能力、可用性和/或生产要求，不提供任何明示或默示的保证。

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SECTION D – TECHNICAL ASSISTANCE / MAINTENANCE CONTRACTS
D 部分 - 技术支持 / 维护合同

23. GENERAL
一般条款

In this Section D:
在本 D 部分中:

- **“Corrective Maintenance”** means maintenance/repair operations necessary as a result of a failure of an Equipment and to be performed urgently following detection of the failure by Comau or the notification of the failure by the Purchaser to Comau.
“纠正性维护”指因设备故障而必要的维护/修理操作，并在 Comau 检测到故障或买方通知 Comau 故障后迅速执行。
- **“Equipment”** means the equipment owned by the Purchaser and involved in the Works, as agreed between the Parties and identified in the Contract.
“设备”指买方所有并参与工作的设备，经各方协商并在合同中确定。
- **“Preventive Maintenance”** means maintenance interventions carried out at pre-determined time intervals which is intended to minimize the failure probability of the Equipment
“预防性维护”指的是在预定的时间间隔内进行的维护干预，其目的是尽量降低设备故障的可能性
- **“Works”** means the Preventive Maintenance to be carried out by Comau as described in the Contract. Works can also include Corrective Maintenance if suggested by Comau after the Preventive Maintenance results and if accepted by the Purchaser.
“工作”指的是 Comau 按照合同要求进行的预防性维护。工作还可包括在预防性维护结果后由 Comau 建议并由买方接受的纠正性维护。

24. SCOPE OF THE ACTIVITIES
活动范围

- 24.1. Scope of the technical assistance and maintenance contracts is to provide the Purchaser with the Works as agreed in the Contract.
技术援助和维护合同的范围是为买方提供合同约定的工作。
- 24.2. The Offer issued by Comau and the related Contract for technical assistance and maintenance will contain all the specific details agreed between the Parties including:
Comau 提供的报价以及相关的技术援助和维护合同，将包含各方之间约定的所有具体细节，包括：

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- a) description of the Works;
工作描述;
- b) duration of the Contract (that generally is for one or three years);
合同期限 (通常为一年或三年);
- c) additional services that can be bought by the Purchaser (for example spare parts, lubricants and additional maintenance). For the sake of clarity, spare parts, lubricants and other materials are excluded from the Works and the scope of the Contract unless expressly requested by the Purchaser and included as option.
买方可以购买的附加服务 (例如备件、润滑剂和额外的维护)。为避免疑义, 除非买方明确要求并作为选项包括在内, 否则备件、润滑剂和其他材料不包括在工作范围和合同范围内。

24.3. Additional maintenance, including extraordinary interventions, that may be advisable and/or necessary after the evaluation carried out with the Works are not included in the Contract and, if requested by the Purchaser, will be agreed in writing in a separate Contract.
经过工作评估后可能建议和/或需要的额外维护 (包括非常规干预) 不包括在合同内。如果买方提出要求, 则需另行签订书面合同。

25. **PRICE AND PAYMENT**
价格和支付

Price for the Works is defined in the Contract as: a) fixed fee for Preventive Maintenance; plus b) spare parts and other materials used for the Works; plus c) hourly fee and travel costs calculated according to the rates defined in the Contract.
工作的价格在合同中定义为: a) 预防性维护的固定费用; 加上 b) 工作中使用的备件和其他材料的费用; 加上 c) 根据合同中定义的费率计算的小时费和差旅费用。

26. **SITE AND SAFETY MEASURES**
现场和安全措施

26.1. In case of changes to the Equipment carried out by the Purchaser or third parties, the Purchaser shall promptly inform Comau in order to comply with health and safety rules and the other terms of these General Conditions. The Parties will then agree on necessary amendments to the Contract (if any) and failing such agreement, Comau shall have the right to terminate the Contract upon a 7 (seven) Working Days written Notice. Article 13.2 applies to such termination.
如果买方或第三方对设备进行了改动, 买方应及时通知 Comau, 以符合卫生和安全规定以及这些通用条件的其他条款。双方将就合同的必要修订 (如果有的话) 达成一致, Comau 有权在提前七 (7) 个工作日发出书面通知后终止合同。此类终止适用第 13.2 条的规定。

26.2. Comau will inform the Purchaser in advance of the date of the Works in order to allow the

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Purchase to organize its activities and to comply with obligations under the Contract including, but not limited to articles 7, 31 and 32.
Comau 将提前通知买方工作日期，以便买方组织其活动并履行合同义务，包括但不限于第 7 条、第 31 条和第 32 条中的规定。

- 26.3. Comau is entitled to suspend the Works at any time in the event that health and safety of its personnel or personnel of the Purchaser or any third party is not guaranteed or in case of breach by the Purchaser to its obligations under articles 7, 31 and 32. Idle time for Comau personnel due to such reasons and/or to unavailability of the Equipment will be invoiced to the Purchaser according to the hourly rates defined in the Contract.
如果无法确保 Comau 人员或买方或任何第三方人员的健康与安全，或买方违反其在第 7 条、第 31 条和第 32 条下的义务，Comau 有权随时暂停工作。由于上述原因和/或设备不可用导致的 Comau 人员的闲置时间，将根据合同中定义的小时费率向买方收取费用。

27. **FINAL REPORT AND APPROVAL**
最终报告和批准

- 27.1. After the execution of each single intervention related to the Works, Comau will provide the Purchaser with a report detailing the activities carried out including costs calculation according to article 25. The Purchaser will verify and accept the report in writing.
在执行与工作相关的每个单独干预后，Comau 将向买方提供一份报告，详细说明所进行的活动，包括根据第 25 条计算的费用。买方将核实并书面接受该报告。

28. **WARRANTY**
保修

- 28.1. Comau guarantees that: a) the Works will be carried out with proper professional diligence and care and b) spare parts and other materials used in the Works are free from defects. The duration of the warranty for such spare parts or materials is: i) 6 (six) months for repaired parts; or ii) 12 (twelve) months for replaced parts, both from the date of the Works. Comau will inform the Purchaser about the type of parts used in order to specify the duration of the warranty.
Comau 保证：a) 工作将以专业细致的方式完成，并且 b) 在工作中使用的备件和其他材料无瑕疵。这些备件或材料的保修期为：i) 维修部件为自工作之日起六（6）个月；或者 ii) 更换部件为自工作之日起十二（12）个月。Comau 将告知买方使用部件的类型以明确保修期限。
- 28.2. There is no guarantee, express or implied, on the technical capability and availability and/or the production requirements of the Equipment during and after the execution of the Works.
在进行和完成工作期间，对设备的技术能力和可用性以及/或生产需求并无明示或暗示的保证。

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SECTION E – PLANT ACTIVITIES (RETOOLING-REFURBISHMENT-UPGRADE)
第 E 部分 - 工厂活动（改装-翻新-升级）

29. DEFINITIONS
定义

29.1. In this Section E:
在本 E 部分中：

- “Acceptance” has the meaning given in article 35.3 i).
“验收”的含义详见第 35.3 条 i)。
- “Acceptance Date” means the date of the Acceptance
“验收日期”表示接受的日期。
- “Acceptance Notification” has the meaning given in article 35.2 ii).
“验收通知”的含义详见第 35.2 ii) 条。
- “Changes” has the meaning given in article 33.1.
“变更”的含义详见第 33.1 条。
- “Minor Defects” means those defects which are not affecting either production or quality, which do not impede the operation of the Goods and/or Works and/or which could be corrected during the Warranty Period and/or whose amount is not exceeding the 1% of the Contract Price.
“轻微瑕疵”指那些不影响生产或质量，不妨碍商品和/或工程的运行，可以在保修期间纠正，且其金额不超过合同价格 1% 的缺陷。
- “Notification” means the written notice to be given by Comau to the Purchaser as soon as the Goods and/or Works are completed in accordance with the contract and Comau is ready to carry out the taking-over test.
“通知”是指 Comau 在货物和/或工作按照合同完成后尽快向买方发出的书面通知，表明 Comau 准备进行接收测试。
- “Preliminary Acceptance” means pre-delivery inspection completion of the Goods by the Parties, as set out in the Technical Specification and/or in the Contract.
“初步验收”指双方完成货物的交付前检查，如技术规格和/或合同中所规定。
- “Preliminary Acceptance Certificate” means a certificate executed by the Parties upon the completion of the Preliminary Test and confirming that the Parties have carried out a preliminary inspection of the Goods and that the Goods are compliant with the Technical Specification.
“初步验收证书”指双方在完成初步测试后签署的证书，确认双方已对货物进行了初步检查，且货物符合技术规格。

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- **“Preliminary Test”** means the testing of the Good at the Comau's premises, as set out in the Technical Specification and/or the Contract.
“初步测试”是指根据技术规格和/或合同规定，在 Comau 场所进行的货物测试。
- **“Product Part”** means any and all, production component or whatsoever part (by way of example and not of limitation: car body parts, powertrain parts, battery parts etc) which shall be supplied by the Purchaser in order to allow Comau to properly supply/execute the Good and/or Works under the Contract and the Parties to carry out the Taking-over tests and Acceptance.
“产品零件”指买方需提供的任何和所有生产组件或其他部件（例如但不限于车身部件、动力传动部件、电池部件等），以便 Comau 能够根据合同正确提供/执行货物和/或工作，并使双方能够进行接收测试和验收。
- **“Technical Specifications”** means the technical specifications regarding the Works, as agreed between the Parties in the Contract.
“技术规范”是指双方在合同中约定的工作相关技术规格。
- **“Warranty Period”** has the meaning defined in article 34.2.
“保修期”的含义详见第 34.2 条。

29.2. In this Section E and as defined in article 1.1 **“Work(s)”** means the work to be performed by Comau under the Contract. However, the following definitions may be used by the Parties in the Offer and/or in the Contract to better identify the Works from an industrial and business perspective, provided that each of them will fall under the “Work(s)” definition for the purposes of the Contract:

在本 E 部分中，并如第 1.1 条所定义，**“工作”**是指 Comau 根据合同执行的工作。然而，双方可在报价和/或合同中使用以下定义，以从工业和商业角度更好地识别工作，但这些定义在合同中均属于“工作”的范畴：

- **“Retooling”** consists in creating or adapting tooling and programs for processing a modified or new part in a manufacturing system. This may include the adaptation of automation and ancillary equipment.
“改装”指为制造系统中加工修改或新部件创建或调整工具和程序。这可能包括对自动化和辅助设备的调整。
- **“Refurbishment”** means the restore of a machine close to its initial state (replace worn parts, set-up geometry, replace old or malfunctioning components). Often associated to some upgrading services.
“翻新”指将机器恢复到其初始状态（更换磨损部件、调整几何设置、更换老化或故障组件）。通常与某些升级服务相关联。
- **“Upgrade”**: upgrade an existing equipment with a new option or updated technology, software or components, bestowing the machine with upgraded performance or functionality (e.g. faster controller, safety upgrade ...).

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“升级”：指通过新选项或更新技术、软件或组件（例如更快的控制器、安全升级等）对现有设备进行升级，使其具有更高性能或功能。

30. **COMAU'S PARTICULAR OBLIGATIONS**
COMAU 的特别义务

30.1. Unless otherwise agreed by and between the Parties in writing and subject to the terms and conditions set forth herein Comau shall: (i) comply with the Timetable; (ii) comply with the Technical Specifications; (iii) subject to article 4 (including but not limited to article 4.5) provide Purchaser with the technical documentation; (iv) supply/install/build the Goods and/or Works to/in the Site in accordance with the terms and conditions set forth in the Contract.
除非双方另有书面约定，否则在本文规定的条款和条件下，Comau 应：(i) 遵守时间表；(ii) 遵守技术规格；(iii) 在符合第 4 条的前提下（包括但不限于第 4.5 条）向买方提供技术文档；(iv) 按照合同规定的条款和条件在现场供应/安装/建造产品和/或工程。

31. **PURCHASER'S PARTICULAR OBLIGATIONS**
买方的特别义务

31.1. Unless otherwise agreed by and between the Parties in writing, according to the Timetable Purchaser shall: (i) provide Comau free of charge with the necessary assistance and cooperation to enable Comau to perform the Works, including providing Comau with all the relevant information, technical documentation, drawings and data in its possession relevant for the execution of the Contract; (ii) provide Comau free of charge with certain services in the Site (including by way of example and not of limitations, security, fire-fighting, battery charging, etc.) and equipment (including by way of example and not of limitations lifting equipment, cranes, forklifts, etc.); (iii) allow Comau to use, free of charge, certain areas and facilities in the Site (including locker rooms, toilets, canteen, offices, garages, warehouses, areas used for the storage of equipment and tools, etc.); (iv) supply to Comau the Utilities free of charge; (v) supply lubricants, fuel, consumables and materials of any kind required for final adjustment and taking-over test.
除非双方另有书面约定，否则根据时间表买方应：(i) 免费向 Comau 提供必要的援助和合作，使其能够进行工作，包括向 Comau 提供执行合同所需的所有相关信息、技术文档、图纸和数据；(ii) 在现场免费为 Comau 提供特定的服务（包括但不限于安全、消防、电池充电等）和设备（举例但不限于起重设备、起重机、叉车等）；(iii) 允许 Comau 免费使用现场的某些区域和设施（包括更衣室、厕所、餐厅、办公室、车库、仓库、设备和工具储存区等）；(iv) 免费向 Comau 提供公用设施；(v) 供应进行最终调整和验收测试所需的润滑油、燃料、耗材和任何种类的材料。

31.2. Purchaser shall provide Comau, free of charge, with the necessary cooperation through its personnel should this be requested by Comau in order to carry out the Works (such as by way of example and not of limitation the taking-over test activities, etc.).

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若 Comau 要求买方提供必要的人员合作以执行工作（例如但不限于接收测试活动），买方应免费提供。

31.3. Purchaser shall provide Comau, free of charge, Product Parts compliant with Technical Specification and consumables for equipment adjustment, as it will be necessary during the execution of the Contract and in particular during the taking-over tests.
买方应免费向 Comau 提供符合技术规格的产品部件及设备调整所需的消耗品，特别是在执行合同期间和接收测试期间。

32. **PREPARATORY ACTIVITIES**
准备活动

32.1. Purchaser shall in accordance with the Timetable: (i) give or procure Comau the right to access the Site in proper and safe conditions according to any and all applicable laws and regulations as may be necessary in order for Comau to properly execute the Works; (ii) grant or procure Comau the availability of the Utilities; (iii) inform Comau in writing of all relevant safety regulations in force at the Site and in the country where the Site is located and applicable to Comau; (iv) ensure that Comau's personnel are able to obtain access to internationally acceptable hygiene facilities and medical services; (v) provide Comau with a Site layout with all proper indications (by way of example and not of limitation: positioning of walls, height, service drops for air, water and electrical supplies zone by zone, etc.) integrating such lay out according to Comau specific needs.
买方应按照时间表：（i）赋予或确保 Comau 可以根据所有适用的法律和规定在适当和安全的条件下进入现场，这是 Comau 正确执行工作所必需的；（ii）授予或确保 Comau 可以使用公用设施；（iii）以书面形式告知 Comau 在现场和现场所在国家生效且适用于 Comau 的所有相关安全规定；（iv）确保 Comau 的员工能够获得国际公认的卫生设施和医疗服务；（v）为 Comau 提供现场布局，并适当指示（仅供示例，不限于：墙的位置，高度，各区域的供空、水和电资源的位置等），并根据 Comau 的特定需求整合这些布局。

32.2. Comau is entitled to suspend or not to start the Works at any time in the event that health and safety of its personnel or personnel of the Purchaser or any third party is not guaranteed or in case of breach by the Purchaser to its obligations under articles 7, 31 and 32.
如员工健康安全无法得到保证，或买方违反第 7、第 31 和第 32 条规定的义务，Comau 有权在任何时候暂停或拒绝工作。

32.3. Should Purchaser fail or delay to fulfil any of the obligations set forth in article 32.1, the Timetable shall be modified in writing accordingly by the Parties and Comau shall not be liable to Purchaser.
如果买方未能或延迟履行第 32.1 条规定的任何义务，时间表应由双方书面修改，Comau 对买方不承担任何责任。

32.4. Should Comau be prevented to perform its obligations under the Contract because of Purchaser's default, article 13.1 shall apply.
如果因买方的违约行为，导致 Comau 无法履行合同义务，应适用第 13.1 条的规定。

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33. CHANGES
变更

- 33.1. Purchaser shall be entitled to ask for changes to the Goods and/or Works or portion of the same (the “Changes”) until the Acceptance Date. Requests for Changes shall be made in writing by Purchaser to Comau and shall contain complete description of the Changes required, the related Technical Specification and time schedule.
买方有权在验收日期前要求对货物和/或工作或其部分进行变更（“变更”）。变更请求应由买方向 Comau 提出书面申请，并应包含所需变更的完整描述、相关技术规格和时间安排。
- 33.2. The Parties shall jointly evaluate if such Change(s) shall be carried out or not and if Changes, whether proposed by Purchaser or by Comau or required by applicable laws, are such as to require adjustments to the Contract Price and/or the Timetable and shall agree in writing such adjustments. For the avoidance of doubt, Comau shall be under no obligation to carry out any Changes until the Parties have agreed in writing the resulting modifications to the Contract Price, the Timetable and/or any other terms of the Contract which might be necessary or reasonable to modify in the circumstances of the Change concerned.
双方应共同评估是否执行此类变更，并确定由买方或 Comau 提出的变更或适用法律要求的变更是否需要调整合同价格和/或时间表，并以书面形式达成协议。为避免疑义，在双方就变更引起的合同价格、时间表和/或任何其他条款的修改达成书面一致之前，Comau 没有义务执行任何变更。
- 33.3. Should the Parties fail to reach an agreement on the cost or feasibility of any Changes, then the Change will not be applied.
如果双方未能就任何变更的成本或可行性达成协议，则不执行该变更。

34. TECHNICAL WARRANTY
技术保证

- 34.1. Comau hereby represents and warrants to Purchaser as follows:
Comau 在此向买方做出如下声明和保证：
- i) the Works shall be provided in compliance with the Contract and the Technical Specifications;
所提供的工作将符合合同和技术规格的要求；
 - ii) the Goods and/or Works shall be free from material defects in design and in workmanship and shall be of satisfactory merchantable quality as far as they are used within conditions and according to Comau's operation and maintenance guide.
商品和/或工作在设计和工艺上将不存在重大缺陷，并且只要它们在 Comau 的操作和维护指南所规定的条件和用途下使用，就应具有满意的适销质量。

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- 34.2.

Unless otherwise provided in the Contract, the Goods and/or Works supplied by Comau to Purchaser are guaranteed for 12 (twelve) months (the "Warranty Period") from the Acceptance Date during which Comau shall provide the technical warranty service to Purchaser as better described in the Contract.

除非合同另有规定，否则 Comau 向买方提供的商品和/或工作在验收日期起十二（12）个月（即“保修期”）内得到保证，Comau 在此期间根据合同为买方提供技术保修服务。
- 34.3.

During the Warranty Period, Purchaser shall notify by written notice any defects and/or damages to Comau within 5 (five) Working Days from discovery. The notice shall contain a description of the defect and Purchaser shall give Comau the opportunity of inspecting the concerned Goods and/or Works at the Site. On receipt of Purchaser's notice, Comau shall remedy the notified defect within the term agreed upon by the Parties in the Contract.

在保修期内，买方应在发现任何缺陷和/或损坏后五（5）个工作日内以书面形式通知 Comau。通知应包含缺陷的描述，并允许 Comau 在现场检查相关货物和/或工作。在收到买方通知后，Comau 应在合同约定的期限内修复所通知的缺陷。
- 34.4.

Should Purchaser fail to notify such defects and/or damages within the above referred period, Comau shall be under no obligation to provide the technical warranty service for the defects and/or damages concerned and any intervention which may be requested by Purchaser shall be at Purchaser's cost, expenses and risk.

如果买方未能在上述期限内通知此类缺陷和/或损坏，Comau 无义务为相关缺陷和/或损坏提供技术保修服务，买方可能要求的任何干预将由买方自行承担费用、支出和风险。
- 34.5.

The technical warranty services shall not cover:

技术保修服务不包括：

i)

damages caused by Purchaser's disregard of Comau's operational and/or maintenance instructions;

因买方无视 Comau 的操作和/或维护指示而造成的损坏；

ii)

normal wear and tear;

正常磨损；

iii)

repair or modification of any element of the Goods and/or Works not carried out by Comau or carried out without Comau's prior consent or repairs carried out improperly by Purchaser;

未经 Comau 执行或未经 Comau 事先同意就擅自进行的商品和/或工作的任何元素的修复或修改，或者由买方不当执行的修理。

iv)

use of non-authorised software, spare or replacement parts;

使用未经授权的软件、备用或更换零件；

v)

use of the Goods and/or Works outside their scope as described in the Technical Specifications; nor

在技术规格描述范围之外使用货物和/或工作；

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vi) non-compliance with Comau's storage, installation, operation or environmental requirements.
未能遵守 Comau 的存储、安装、操作或环境要求。

34.6. Comau's liability does not apply to defects arising out of the design or materials provided by Purchaser or activities procured by Purchaser.
Comau 不对由买方提供的设计或材料，或买方采购的活动引起的缺陷负责。

34.7. The Warranty Period of the Good and/or Works is not extended as a result of any replacement of parts made by Comau, except for the specific part so replaced, for which the Warranty Period shall start from the replacement date.
商品和/或工作的保修期不会因 Comau 替换部件而延长，但具体替换部件的保修期将从替换之日开始。

34.8. Any service or parts provided by Comau outside the scope of this warranty shall be charged to the Purchaser at Comau rates and prices in force at that moment.
由 Comau 提供的任何超出此保修范围的服务或零件，将按照当时的 Comau 费率和价格向买方收费。

34.9. The warranties contained in this article 34 are the sole and exclusive warranties provided by Comau to Purchaser and are in lieu of any and all other warranties.
本文第 34 条中包含的保修为 Comau 提供给买方的唯一且排他性保修，取代任何和所有其他保修。

35. **TAKING-OVER TESTS AND ACCEPTANCE**
接收测试和验收

35.1. The procedure and criteria of the acceptance are set forth in the Technical Specification and/or in the Contract.
验收程序和标准在技术规格和/或合同中规定。

35.2. **Taking-over Tests**
接收测试

i) Taking-over tests of the Goods and/or Works shall be carried out in accordance with the procedure and timing detailed in the Contract or, if not so specified, shall be carried out in accordance with the general practice and usages existing in the appropriate branch of the industry in the country where the Goods and/or Works are supplied. Unless otherwise expressly agreed in writing by the Parties, Comau shall issue the Notification and immediately after receipt of the Notification, the Purchaser shall give notice in writing to Comau proposing the earliest date on which the tests can be carried out and shall make any necessary arrangements in order for the taking-over tests to be organized. It is agreed and understood that the Parties shall do their best efforts to agree as soon as

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reasonably practicable upon the date for the execution of the taking-over tests which, in any case, shall start no later than 7 (seven) Working Days from the Notification.

商品和/或工作的接收测试应按照合同中规定的程序和时间进行；如未作规定，则应按照货物和/或工作交付所在国家的相关行业普遍实践和惯例进行。除非双方另有书面约定，Comau 应发出通知，买方在收到通知后立即以书面形式通知 Comau 提出最早的测试日期，并做出所有必要安排以组织接收测试。双方同意并理解，应尽最大努力尽快就接收测试的执行日期达成一致，在任何情况下，测试应在通知发出后的七（7）个工作日内开始。

ii) After the expiration of the eighth Working Day after the receipt by the Purchaser of the Notification, should: (i) an agreement on the date of execution of the taking-over tests not be reached between the Parties as per article 35.2 i) for reasons not attributable to Comau; or (ii) the Purchaser be unwilling to have the taking-over tests carried out, with or without a cause; or (iii) the Purchaser impede the proper fulfilment of the performance of the taking-over test or refuse to sign the taking-over tests protocol without cause; then the Goods and/or Works shall be deemed to have been taken over and accepted by Purchaser at the date of receipt from Purchaser of a specific notification (the "Acceptance Notification"), and the Contract Price shall have to be paid by Purchaser to Comau with effect on the date of receipt by the Purchaser of the Acceptance Notification.

买方在收到通知的第八个工作日后，如果出现以下情况：（i）因非 Comau 原因，双方未能就接收测试的执行日期达成一致；或（ii）买方不愿意进行接收测试，无论有无原因；或（iii）买方妨碍接收测试的正常执行或无故拒绝签署接收测试协议，则商品和/或工作应被视为已被买方接管并接受，并且买方应在收到接受通知的日期支付合同价格给 Comau。

iii) Except for the case in which the Acceptance Notification is issued, upon the successful completion of the taking-over tests, the Parties shall issue and sign a taking-over tests protocol stating such a successful completion

除发出验收通知的情况外，接收测试成功完成后，双方应出具并签署接收测试协议，确认测试的成功完成。

iv) If, as a result of the taking-over tests, the Goods and/or Works are found to be defective or not in compliance with the Contract, a protocol shall be prepared by the Parties stating the reasons of the failure. On the base of such protocol Comau shall promptly and at his own expense make all the necessary actions to ensure that the Goods and/or Work comply with the Technical Specifications, and thereafter the taking-over tests shall be repeated after a new Notification is given by Comau at the expense of Comau according to article 35.2 i).

如果接收测试结果显示货物和/或工作存在缺陷或未符合合同要求，双方应编制一份协议，说明失败的原因。根据协议，Comau 应迅速采取所有必要行动以确保货物和/或工作符合技术规格，然后在 Comau 根据第 35.2.i 条发出新通知后重新进行接收测试。

v) In case of discovery of Minor Defects, Purchaser shall sign the taking-over tests protocol according to article 35.2.iii). Comau undertakes to cure such Minor defects within the terms agreed by the Parties in the protocol and Purchaser shall pay any portion of Contract Price which is conditional upon the issuance of the taking over test protocol.

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如果发现轻微缺陷，买方应根据第 35.2.iii 条签署接收测试协议。Comau 承诺在协议中双方商定的期限内修复这些轻微缺陷，买方应支付因出具接收测试协议而需支付的合同价款部分。

- vi) Purchaser shall bear all costs related to the taking-over tests except for the costs related to Comau's personnel. Purchaser shall also: a) install free of charge and in due time any apparatus necessary to carry out the taking over test (by way of example and not of limitation: washing machine, pressing machine) provided that Comau shall supply only the apparatus specified in the Contract; and b) according to article 31.3 provide or supply any and all Product Parts of suitable consistency and quality necessary to carry out the taking-over tests and Acceptance.
除与 Comau 人员相关的费用外，买方应承担接收测试的所有相关费用。买方还应：a) 免费并及时安装所有进行验收测试所需的设备（例如但不限于：清洗机、压机），但前提是 Comau 仅提供合同中规定的设备；以及 b) 根据第 31.3 条，提供或供应任何进行接收测试和验收所需的合适质量和一致性的产品部件。

35.3. Acceptance
验收

- i) Acceptance shall occur upon satisfaction of the following conditions (the "Acceptance"):
满足以下条件时，将视为成功验收（“验收”）：
 - a) completion of the taking-over tests, according to article 35.2;
根据第 35.2 条完成验收测试；
 - b) written approval by the Purchaser of the technical documentation provided by Comau and its completeness.
买方书面批准 Comau 提供的技术文档及其完整性。
- ii) If for reasons not attributable to Comau, it becomes impossible to complete Acceptance, Purchaser shall pay Comau the Contract Price as if the Acceptance had taken place and the Warranty Period shall start to run from the 41st (forty-first) calendar day after signature by the Parties of the taking-over tests protocol.
如果因非 Comau 原因导致无法完成验收，买方应向 Comau 支付合同价款，视为验收已完成。保修期应从双方签署接收测试协议后第四十一（41）个日历日起开始计算。

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SECTION F – TRAINING
第 F 章节 - 培训

36. DEFINITIONS
定义

In this Section F:
在本 F 部分中:

- **“Services”** means the training activities to be carried out by Comau as agreed with the Purchaser (including, by way of example, scope of the training, number of attendees, language and Timetable) and described in the Contract.
“服务”指 Comau 根据与买方的约定并在合同中描述的培训活动（包括但不限于培训范围、参与者人数、语言及时间表）。

37. HEALTH AND SAFETY
健康与安全

- 37.1. Whenever the Services have to be performed not in remote, article 7 applies.
如果服务需要以非远程方式进行，则适用第 7 条的规定。

38. COMAU OBLIGATIONS
COMAU 的义务

- 38.1. Comau shall perform the Services based on the commercial requests and technical information provided by the Purchaser, with its organization and its own experience.
Comau 应根据买方提供的商业要求和技术信息，利用其自身组织和经验来执行服务。
- 38.2. Unless expressly agreed in writing between the Parties, the obligations of Comau shall be limited to the delivery of the Services according to the Timetable. Comau will use reasonable endeavors to ensure that the Services will be provided with reasonable skill and care and professional standards commonly used for the same kind of activities.
除非双方另有书面明确约定，Comau 的义务仅限于按照时间表提供服务。Comau 将尽合理努力确保服务以合理的技能和谨慎以及同类活动中通常采用的专业标准提供。

39. PURCHASER'S OBLIGATIONS
买方的义务

- 39.1. Purchaser shall provide Comau with all relevant information to perform the Services in a timely manner. Should Comau request additional information, Purchaser shall supply the requested

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information within the time limit agreed between the Parties. Purchaser assumes the risk of any problems resulting from the content, the accuracy, the completeness and the consistency of such information made available to Comau.

买方应及时向 Comau 提供履行服务所需的所有相关信息。如果 Comau 要求补充信息，买方应在双方约定的期限内提供所需信息。买方承担因所提供信息的内容、准确性、完整性及一致性而导致的任何问题的风险。

- 39.2. Subject and without prejudice to article 37.1, if the Services have to be performed at Purchaser's premises (or other premises decided by the Purchaser), Purchaser shall: (i) provide Comau free of charge with the necessary assistance and cooperation to enable Comau to perform the Services, (ii) provide adequate training room(s), facilities and other necessary resources, including, but not limited to, whiteboard, video-projector etc.
- 在不影响第 37.1 条的情况下，如果服务需在买方的场所（或买方指定的其他场所）进行，买方应： (i) 免费向 Comau 提供必要的协助和合作，以便 Comau 能履行服务， (ii) 提供适当的培训室、设施和其他必要资源，包括但不限于白板、视频投影仪等。
- 39.3. Purchaser shall be responsible for ensuring that each attendee has the technical and language knowledge necessary to attend the training.
- 买方有责任确保每位参加者都具备参加培训所需的技术和语言知识。
- 39.4. Failure by an attendee to attend the training, for any reason whatsoever, shall not entitle Purchaser to any price reduction or change to Timetable unless expressly agreed in writing with Comau.
- 无论因何原因导致参与者未能参加培训，买方均无权因此要求降低价格或更改时间表，除非经 Comau 书面明确同意。
- 39.5. Attendees are not allowed and must refrain from taking pictures and/or making audio or video recordings during the training.
- 参加者在培训期间不得拍照和/或录制音频或视频。

40.

TIMING
时间安排

- 40.1. The Services shall be performed by Comau according to the Timetable. However, unless otherwise expressly agreed in writing, the Timetable is not to be considered as essential for the Parties.
- Comau 应按照时间表履行服务。然而，除非另有书面明确约定，时间表不应被视为双方的核心条款。

41.

CHANGES
变更

- 41.1. Purchaser shall be entitled to ask for changes to the Timetable and/or the number of attendees

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Services up to 4 (four) weeks prior to the starting date of the Services.
买方有权在服务开始日期前四（4）周要求更改时间表和/或服务的参与人数。

- 41.2. Requests for changes shall be made in writing by Purchaser to Comau and shall contain complete description of the changes required. Comau will evaluate if such change(s) are feasible or not and the Parties shall agree in writing the resulting changes to the Contract Price and the Timetable. For the avoidance of doubt, Comau shall be under no obligation to carry out any changes until the Parties have agreed in writing such modifications.
变更请求应由买方向 Comau 提出书面申请，并包含所需变更的完整描述。Comau 将评估此类变更是否可行，双方应书面同意由此产生的合同价格和时间表的变更。为避免疑义，在双方就变更的相关修改达成书面协议之前，Comau 无义务执行任何变更。

42. MATERIALS AND CERTIFICATION
材料和认证

- 42.1. Purchaser acknowledges that the training materials provided by Comau (if any) are Background Intellectual Property of Comau and may not be disclosed other than to the attendees or used for any purposes other than for the training purposes agreed in the Contract. The training materials cannot be copied in any form or translated without the prior written consent of Comau.
买方承认，Comau 提供的培训材料（如有）是 Comau 的既有知识产权，不得向参与者以外的人员披露，也不得用于合同中约定的培训目的之外。未经 Comau 事先书面同意，培训材料不得以任何形式复制或翻译。
- 42.2. Purchaser acknowledges that the training materials provided by Comau (if any) do not constitute any user's, operating or maintenance manual for any equipment, system or process. Comau has no obligation to provide the Purchaser with any update to the training materials.
买方承认，Comau 提供的培训材料（如有）不构成任何设备、系统或工艺的用户手册、操作手册或维护手册。Comau 没有义务向买方提供培训材料的任何更新。
- 42.3. Unless otherwise agreed in writing, the Services shall not constitute the granting by Comau of any certification, authorization, or qualification to operate, modify, manage, install, commission or maintain any equipment, systems or processes, or to deliver any training in such respect. 除非另有书面约定，服务不构成 Comau 对操作、修改、管理、安装、调试或维护任何设备、系统或工艺或提供相关培训的任何认证、授权或资格的授予。

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SECTION G – REMOTE ASSISTANCE
第 G 部分 - 远程支持

43. DEFINITIONS
定义

In this Section G:
在本 G 部分中：

- **“Equipment”** means the equipment owned by the Purchaser and involved in the Remote Assistance, as agreed between the Parties and identified in the Contract.
“设备”是指根据双方约定并在合同中确定的、涉及远程支持的买方所拥有的设备。
- **“Remote Assistance”** means technical support provided by Comau through qualified and trained personnel aimed to analyse and, where possible, rectify defects and/or faults of the Equipment. Remote Assistance is provided by means of online communication (audio and video) and, if expressly agreed, through data transmission.
“远程支持”是指由 Comau 提供的技术支持服务，通过合格和专业的人员对设备的缺陷和/或故障进行分析，并在可能的情况下进行修复。远程支持通过在线通信（音频和视频）提供，并在双方明确同意的情况下，通过数据传输实现。

44. GENERAL
一般条款

44.1. Details of the Remote Assistance including:
远程支持的详细信息包括：

- a) audio and video systems to be used, as well as possible additional devices, and
使用的音频和视频系统，以及可能的其他设备，
- b) operational procedures (contact numbers and Timetable)
操作程序（联系电话和时间表）

are defined in the Contract.
详见合同规定。

44.2. As a general and pivotal principle of remote assistance services, the Parties agree that any and all decision and the responsibility for interventions on the Equipment will rest with the Purchaser.
作为远程支持服务的一般性和关键原则，各方同意，对设备进行干预的任何和所有决定以及责任均由买方负责。

44.3. Unless expressly agreed in writing in the Contract, the Parties agree that:

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除非合同中另有明确书面约定，否则各方同意：

- a) technical operations and activities on the Equipment will be carried out only by the Purchaser's personnel;
对设备的技术操作和活动只能由买方的人员进行；
- b) Remote Assistance is not intended to replace nor reduce the maintenance and repair activities on the Equipment.
远程支持并不意味着取代或减少对设备的维护和修理活动。

44.4. The Parties agree that, also having regard to article 44.3 b), Remote Assistance is not intended as a fixed and defined set of activities to be implemented on the Equipment. Moreover, remote assistance related technology is evolving in the market. Therefore, the Parties agree that on a case by case basis possible adjustments to the Contract will be agreed in good faith to take advantage of experience and evolving technologies.
各方同意，也考虑到第 44.3 b)条，远程支持并不是对于设备需要实施的一套固定和已定义的活动。此外，远程支持相关技术在市场上不断发展。因此，各方同意，在个案基础上可根据经验和技术发展的需要，以诚信方式对合同进行调整。

44.5. Except as otherwise agreed in writing by the Parties, internet and/or phone connection in the Site necessary to provide Remote Assistance is the responsibility of the Purchaser.
除非双方以书面形式另有协议，否则提供远程支持所需的现场互联网和/或电话连接将由买方负责。

45. **COMAU'S OBLIGATIONS**
COMAU 的义务

- 45.1. Subject to article 44.4, Comau guarantees that the Remote Assistance will be carried out with proper professional care and according to the generally recognized standard for this kind of service.
在遵守第 44.4 条的前提下，Comau 保证远程支持将以适当的专业技能和谨慎态度，并按照这种服务普遍认可的标准进行。
- 45.2. There is no guarantee by Comau, express or implied, on the technical capability and availability and/or the production requirements of the Equipment during and after the execution of the Remote Assistance, irrespective of any possible intervention carried out by the Purchaser according to article 44.2.
Comau 不对设备在远程支持执行期间或之后的技术能力、可用性和/或生产要求提供任何明示或默示的保证，无论买方根据第 44.2 条进行的干预可能产生何种影响。

46. **PURCHASER'S OBLIGATIONS**
买方的义务

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- 46.1. Purchaser shall be responsible for ensuring that each of its employees selected to deal with Comau personnel providing Remote Assistance has the technical and language knowledge necessary to properly manage the Remote Assistance services and activities.
买方应负责确保其选定与 Comau 人员交涉远程支持事宜的员工具备必要的技术和语言知识，以正确管理远程支持服务和活动。
- 46.2. The Purchaser undertakes to.
买方承诺要：
- a) properly train and keep updated its personnel who has to deal with the Remote Assistance;
对处理远程支持的人员进行适当培训并保持其知识的更新；
 - b) to maintain the Equipment in proper conditions and in full compliance with all the applicable laws and regulations, including, but not limited to, health and safety requirements.
确保设备状况良好，完全符合所有适用的法律法规，包括但不限于健康和安全管理要求。
- 46.3. If the Equipment has been supplied by Comau, then the Purchaser undertakes to inform Comau about changes made to the Equipment.
如果设备由 Comau 提供，则买方承诺将向 Comau 通报对设备所做的任何变动。
- 46.4. The Purchaser undertakes to steadily provide Comau with all the updated technical documentation of the Equipment
买方承诺持续向 Comau 提供所有设备的更新技术文档。
- 46.5. The Purchaser is responsible for data backups for the Equipment.
买方负责设备的数据备份。
- 46.6. The Purchaser acknowledges and agrees that the obligations defined in this article 46 are crucial to properly provide the Remote Assistance.
买方承认并同意，本第 46 条规定的义务对正确提供远程支持至关重要。

47. **SITE ASSISTANCE**
现场支持

- 47.1. If, subject to obligations defined in article 44.2 and 44.3, the intervention by the Purchaser supported by the Remote Assistance does not solve the defect of the Equipment, the Purchaser can request to Comau the repair activities on Site according to the other Sections of the General Terms.
如果根据第 44.2 和第 44.3 条定义的义务，买方在远程支持的帮助下的干预未能解决设备的缺陷，买方可根据一般条款的其他部分要求 Comau 提供现场维修服务。

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48. LIABILITY
责任

- 48.1. Article 5 of Section A is replaced by this article 48 for the purposes of Section G.
为 G 部分的目的，第 A 部分第 5 条由本第 48 条替代。
- 48.2. Comau shall be liable for direct damages suffered by the Purchaser insofar they are proved to be attributable exclusively and directly to the non-performance or improper performance of Comau's obligations under the Contract subject to the provisions of article 48.4. Comau shall not be liable for damages arising from breach of the Purchaser to its obligations under article 46. Any sort of liability for indirect or consequential damages, inadequate or unsatisfactory advice, loss of production, loss of property or profit and cost of product recall, are expressly excluded and specifically disclaimed.
Comau 对买方遭受的直接损害负责，前提是该损害能够证明完全且直接归因于 Comau 未履行或不当履行合同项下的义务，但需遵守第 48.4 条的规定。Comau 不对买方未履行第 46 条规定义务导致的损害承担责任。明确排除并特别声明，Comau 对间接或结果性损害、不充分或不满意的建议、生产损失、财产或利润损失及产品召回成本不承担任何责任。
- 48.3. Both Parties shall not be liable for damages or delays arising from connection data issues, data corruption and loss of data.
双方均不对因连接数据问题、数据损坏和数据丢失导致的损害或延误承担责任。
- 48.4. The total liability of Comau under the Contract whether in tort or in contract shall not exceed the Contract Price.
Comau 在合同下的总责任，无论是侵权还是合同，均不得超过合同价格。
- 48.5. Nothing in this Agreement shall exclude or limit the other Party's liability for: a) death or personal injury caused by that Party's negligence or b) for fraud or fraudulent misrepresentation or c) for breach to confidentiality obligations.
本协议的任何内容均不得排除或限制一方因以下原因承担的责任：a) 因该方的过失导致的死亡或人身伤害，或 b) 欺诈或欺诈性的虚假陈述，或 c) 违反保密义务。