

**General Terms and Conditions of Sale and Delivery  
for Products and Services of  
AT&S (China) Co. Ltd.  
奥特斯（中国）有限公司  
销售以及交付产品和服务的一般条款和条件**

**1. Scope of Application / 适用范围**

- 1.1 Unless otherwise expressly agreed by these General Terms and Conditions of Sale and Delivery for Products and Services, as amended from time to time, shall exclusively apply to delivery of goods and, *mutatis mutandis*, to provision of services (e.g. but not limited to technical consulting services, engineering services, ...) by AT&S (China) Co., Ltd. (hereinafter referred to as “AT&S”) and its agents to a customer (hereinafter referred to as “Contracting Party”). These General Terms and Conditions of Sale and Delivery for Products and Services of AT&S shall be in each case an integral part of the corresponding contract. They shall also apply to all future contractual relationships with a Contracting Party.

除非另有明确约定，否则本销售与交付产品和服务的一般条款和条件（可随时更新）排他性地适用于奥特斯（中国）有限公司（以下简称“奥特斯”）及其代理商向客户（以下简称“合同方”）交付货物和提供服务（例如：包括但不限于技术咨询服务，工程服务等）；交付货物和提供服务可作必要修正。在所有情况下，这些奥特斯的产品和服务销售及交付的一般条款和条件将作为对应合同的整体的一部分。它们也适用于将来与某一合同方的所有合同性关系。

- 1.2 General terms and conditions of the Contracting Party shall not become part of a contract, even if they are not expressly objected to by AT&S. By placing an order, accepting an order from AT&S or concluding a contract with AT&S the Contracting Party waives application of its own general terms and conditions, in particular of the clause providing for exclusive application of the same.

即使奥特斯没有作出明确反对，合同方的一般条款和条件也不得成为合同的一部分。通过向奥特斯下订单、接受奥特斯订单或与奥特斯订立合同的行为，合同方均放弃适用其自身的一般条款和条件，尤其是同样的排他性适用条款。

- 1.3 Deviations from these General Terms and Conditions of Sale and Delivery for Products and Services shall only be effective if confirmed and/or acknowledged by AT&S in writing. Agreements to change this formal requirement must be made in writing.

只有经奥特斯的书面确认和/或接受后，与这些销售及交付产品和服务的一般条款和条件的不符内容方可有效。改变这一形式要求的协议必须以书面形式作出。

**2. Offers / 要约**

- 2.1 Offers made by AT&S shall be subject to change until conclusion of contract and shall be valid for a maximum of 3 (three) months. Costs estimates of AT&S shall be non-binding and shall not oblige AT&S to execute an order for the rendering of services that were stated in a cost estimate.

奥特的要约在合同成立前可作修改，且有效期至多为 3 个月。奥特的费用预算无约束力，且不约束奥特去实施订单，以提供费用预算中的服务。

- 2.2 No documents relating to offers or projects must be copied or made accessible to third parties without the consent of AT&S. AT&S may, at any time, ask that they be returned, and they shall be returned to AT&S without delay if the order is placed with someone else.

未经奥特同意，任何有关要约或计划的文件不得被复制或向第三方提供。奥特可随时要求返还这些资料，而且，如果合同方向其他方下了订单，则这些资料应当毫不延迟地返还给奥特。

### 3. Conclusion of Contract / 合同的成立

- 3.1 The contract shall be deemed concluded once AT&S, upon receipt of the order, has issued a written acknowledgement of order or has dispatched a shipment.

References and links to general terms and conditions or specific requirements of the Contracting Party, which are quoted on orders, shall be considered as not accepted and such terms and conditions or specific requirements shall not become part of the contract, even if they are not expressly objected to by AT&S. Those links or documents shall only be effective if confirmed and/or acknowledged by AT&S in writing.

Also customer specifications of the Contracting Party shall only be valid if confirmed and/or acknowledged by AT&S in writing. Any customer specifications of the Contracting Party which are not confirmed and/or acknowledged shall not be applicable.

一旦奥特收到订单并已签发书面订单确认函或已装船发货，即认为合同成立。

订单引用的合同方的一般条款和条件的参考和链接以及合同方的特殊要求应视为未接受，即使奥特未明确反对此类条款条件或特殊要求，此类条款条件或特殊要求也不得构成合同的一部分。仅在奥特以书面形式确认和/或承认时，上述链接或文档方可有效。

合同方的客户规范亦仅在奥特以书面形式确认和/或承认时有效。合同方未得到确认和/或承认的任何客户规范不得适用。

- 3.2 Any information contained in catalogues, brochures or other documents of AT&S as well as any other written or oral statements shall only be relevant if they are expressly referred to in the acknowledgement of order.

如果订单确认函中明确提到了奥特的目录、介绍或其他文件所包含的任何信息，以及任何其他书面或口头陈述，则该等信息或陈述只能作为相关的参考。

- 3.3 Subsequent modifications of or amendments to the contract shall be acknowledged in writing in order to be valid.

对合同的后续更正或修改应进行书面确认方可有效。

- 3.4 Technical product requirements which are provided by the Contracting Party and have been confirmed in writing by AT&S shall be applicable in the following order:

合同方提供的并且已经经过奥特斯书面确认的产品技术要求应该按照下列顺序适用：

1. Part specific requirements contained in the purchase order;  
订单中包含的产品具体要求；
2. Part specific requirements contained in other documents (e.g. Gerber data, drawings);  
其他文件（例如：Gerber data，图纸）中包含的产品具体要求；
3. Non-part specific customer requirements;  
客户通用具体要求；
4. Non-part specific other agreement (e.g. quality agreements);  
其他通用的具体要求协议（例如：质量协议）
5. AT&S standard specification based on IPC A 600/6012 cl. 2.  
奥特斯基于 IPC A 600/6012 cl. 2 的标准要求。

The order of document application stated in this Article 3.4 only refers to the applicability of technical requirements and doesn't have any impact on the applicability of other regulations (e.g. regarding warranties, guarantees, liability). 在本 3.4 条款里提到的文件适用顺序仅适用于技术要求，但是对其他要求不具有任何影响（例如：有关保证，担保，责任）。

#### 4. Prices / 价格

- 4.1 Prices apply exclusive of VAT and other taxes, if any; which shall always be payable in the statutory amount. Cash discounts, discounts, credit notes for goods, etc. granted shall be calculated on the basis of selling prices exclusive of VAT and other taxes.

所提供的价格不包括增值税和其他税（如有）；增值税和其他税应当始终按照法定数额支付。给予的货物现金折扣、其他折扣和信用单据等都应在不含增值税和其他税的销售价基础上计算。

- 4.2 The prices shall be ex works or ex warehouse of AT&S, inclusive of AT&S standard packaging and exclusive of VAT and other taxes. If fees, taxes or other charges are levied in connection with the delivery, they shall be borne by the Contracting Party. If delivery including shipment has been agreed, the cost of shipment as well as the cost of the transport insurance requested by the Contracting Party, if any, shall be charged separately but shall not include unloading and distribution. Packaging shall only be taken back if this was explicitly agreed. Packaging and packing aids must only be re-used by the Contracting Party if the logo and the name of AT&S as well as the trademark and other marks of AT&S have been made unrecognizable.

价格应为在奥特斯的工厂交货或仓库交货价，包含奥特斯标准包装费而不含增值税和其他税。如需征收与交付有关的费用、税或其他款项的，则这些费用应由合同方承担。如果约定了交付包含运输，运输费用和合同方要求的运输保险费用（如有）应当另行收取，但不应包括卸货和发送的费用。只有双方明确同意时方能取消包装。只有在奥特斯的标识、名称、商标和其他标志变得无法辨认时，有关的包装和包装辅料才可以同时必须仅供合同方再使用。

- 4.3 If the order deviates from the overall offer, AT&S reserves the right to change the price accordingly.  
如果订单与全部要约不符，则奥特斯保留相应调整价格的权利。
- 4.4 The prices are based on the costs applicable at the time of the first price offer made by AT&S. If costs increase by the time of delivery, AT&S shall be entitled to adjust the prices accordingly.  
价格是以奥特斯第一次报价时相应的成本为基础的。如果交付时成本有所提高，则奥特斯有权相应调整价格。
- 4.5 If the prices given by AT&S are stated in a foreign currency, they are based on the middle rate of the date the acknowledgement of order is issued. In case of changes in exchange rates of more than 5% (five percent) to the detriment of AT&S, AT&S shall be entitled to adjust the prices accordingly. In that case the Contracting Party shall be entitled to rescind the contract in writing within seven days with respect to the quantities not then delivered.  
如果奥特斯以外币报价，则该价格是以订单确认函发出当天的中间汇率为基础的。如果汇率朝奥特斯受损的方向变化超过 5%，则 AT&S 有权相应调整价格。在该情况下，合同方有权在七日内，就当时未发货的数量以书面形式解除合同。
- 4.6 In case of repair orders AT&S shall render the services it considers expedient and charge such services on the basis of the expenses incurred. This shall also apply to services and additional services which only turn out to be expedient in the course of execution of the order. In that case no special notification to the Contracting Party shall be required.  
在修理订单中，AT&S 应当提供其认为合适的服务，并按照发生的费用收取服务费。这同样适用于那些在订单履行过程中被证明是合适的服务及附加服务。该情况下，无需特别通知合同方。
- 4.7 The expenses of drawing up repair offers or of inspections shall be invoiced to the Contracting Party.  
制作修理要约或检查的费用应由合同方承担。
- 4.8 Reasonable travel and accommodation expenses, which may arise in the course of the provision of services by AT&S, shall be reimbursed by the Contracting Party to AT&S. The Contracting Party shall bear all costs related to training of its employees, unless otherwise agreed in writing on a case-by-case basis.  
在奥特斯提供服务过程中可能产生的合理的差旅和住宿费用，应由合同方向奥特斯报销。合同方应承担与其雇员培训有关的一切费用，除非基于个案另有书面约定。

## 5. Delivery / 交付

- 5.1 The delivery period shall commence as of the latest of the following points in time:  
交付期限的起算点以如下时间点中最晚的一项为准：
- (a) date of acknowledgement of order  
确认订单的日期

(b) date at which all technical, commercial and other prerequisites for which the Contracting Party is responsible have been fulfilled  
合同方负责的所有技术、商业和其他先决条件完成的日期

(c) date at which AT&S receives a down-payment or security to be made or provided prior to delivery of the goods.  
奥特斯收到了应在货物交付前支付或提供的预付款或保证金的日期。

5.2 Official permits or permits from third parties that may be required for execution of plants shall be obtained by the Contracting Party. If such permits are not granted on time, the delivery period shall be extended accordingly.

合同方应取得出厂所需的官方许可或第三方许可。如果这些许可未能及时出具，交付期限应当相应延长。

5.3 AT&S shall be entitled to make and invoice partial or advance deliveries.

奥特斯有权部分或预先交付，以及开具部分或预先交付的发票。

5.4 If delivery on call has been agreed, AT&S may consider the goods to have been called 3 (three) months after the order has been placed and require the Contracting Party to fulfil the obligation to be performed in that case.

如果约定了电话交货，则奥特斯可以认为在订单下达之后的 3（三）个月内货物已通过电话订购了，并且可以要求合同方完成其在此情况下应履行的义务。

5.5 If unforeseeable events or circumstances occur that are beyond the will of AT&S, such as, e.g., all events of force majeure as defined in clause 12, and which prevent observance of the agreed delivery period, the same shall in any case be extended by the time such circumstances prevailed.

如果发生超出奥特斯意志的不可预见的事件或情形，如第 12 条中定义的所有不可抗力事件，并致使约定的交付期限无法被遵守时，则无论如何，应延长的期限等同于该不可抗力持续的期限。

5.6 If it was agreed that the goods are to be called by the Contracting Party within a certain period of time, AT&S shall be entitled, in case Contracting Party fails to do so, to rescind the contract in whole or in part without granting a grace period. In any event AT&S shall be entitled to invoice the costs of storage for the additional time.

如果规定了合同方应在某段期限内电话订购货物，而合同方却未能据此实施的，则奥特斯有权全部或部分解除合同，而不给予宽限期。在任何情况下，奥特斯有权收取额外时间段的仓储费用。

5.7 The agreed dates of delivery are binding. In case AT&S notices that it cannot meet the agreed delivery date, AT&S has to inform the Contracting Party immediately with giving the estimated duration of the delay. If, upon conclusion of the contract, AT&S agreed on a contractual penalty for delay in delivery, such contractual penalty shall be paid according to the following provision; any deviation from this provision shall, however, not affect its applicability to the rest:

已约定好的交货日期应对双方都有约束力。如果奥特斯预计不能在约定好的交货日期交货，则应当立即通知合同方并告知合同方预估的延迟时间。如果在合同成立后，经奥特斯同意承担的迟延交付的合同违约金，则该笔合同违约金的支付应按照如下规定执行；但是，任何与此规定不符的内容均不影响该规定对其他部分的适用：

For a delay in performance which was proven to have been caused by AT&S alone the Contracting Party shall be entitled to claim for each full week of such delay a maximum contractual penalty of 0.5% (zero point five percent), but for the total period of the delay a maximum of 5% (five percent) of the value of that part of the overall delivery in question which cannot be used due to delay in delivery of an essential part if the Contracting Party has suffered a loss in such amount.

如果可以证明迟延履行是由奥特斯单方引起的，合同方有权要求每个迟延的星期赔偿最多 0.5%（百分之零点五），但整个迟延期间至多 5%（百分之五）的全部未交付部分（该部分的实质性部分由于迟延交付而无法使用）价值的合同违约金，但前提是合同方遭受了此等金额的损失。

Any additional claims based on delay shall be excluded to the extent permitted by law.  
在法律允许范围内，排除任何基于迟延的其他索赔。

- 5.8 In case the Contracting Party notices that it cannot meet the receipt of the delivery at the agreed delivery date, AT&S has to be notified immediately with giving the reasons and the estimated duration of the delay.

Subsequent changes of the date of delivery are only valid if confirmed in writing by AT&S. In case the take-over of the goods by the Contracting Party is delayed for more than 4 (four) weeks, calculated from the agreed date of delivery, AT&S shall in any case be entitled to invoice the goods.

The Contracting Party is obliged to compensate AT&S for any direct and indirect damage caused by the delay (e.g. storage costs).

如果合同方认为不能在约定的交付日期满足交付验收，必须立即告知奥特斯原因和估计的推迟时间。

仅当奥特斯以书面形式确认时，交付日期的后继变更有效。如果合同方交接货物推迟超过（四）周，自约定的交付日期开始，奥特斯在任何情况下有权对货物出具发票。

合同方有义务为推迟导致的任何直接和间接损害（如存放成本）赔偿奥特斯。

- 5.9 Process interruptions for semi-finished products are only valid if confirmed in writing by AT&S. Such process interruptions might cause additional costs (e.g. abnormal scrap), which shall be reimbursed by the Contracting Party. In case the production of PCBs is blocked for more than a total of 2 (two) months by the Contracting Party, AT&S disclaims any liability and warranty claims caused by delamination. Additionally AT&S disclaims any liability and warranty claims according to clause 8.3. In case of process interruptions for more than a total of 2 (two) months, AT&S shall in any case be entitled to invoice the goods.

The Contracting Party is obliged to compensate AT&S for any direct and indirect damage caused by the delay (e.g. storage costs).

只有得到奥特斯的书面确认，半成品的生产才能中断。生产中断导致的额外费用（如非正常报废）应该由合同方承担。万一被合同方耽搁的生产该印刷电路板的时间总和已超过 2 个月，奥特斯不承担任何由分层引起的责任和保证。此外，奥特斯不承担第 8.3 条项下的任何责任

和保证。如果被生产中断耽搁的时间总和超过 2 个月，奥特斯在任何情况下有权对货物出具发票。

合同方有义务向奥特斯赔偿由于延误而造成的任何直接和间接损失（例如存储成本）。

- 5.10 In case of buffer stocks maintained by AT&S, the Contracting Party has to pick the stock within 3 (three) months from firm forecast. If Contracting Party fails to pick within 3 (three) months of firm forecast, the AT&S may consider this as sale and invoice the same to the Contracting Party and require the Contracting Party to fulfil his obligations.

如果在奥特斯仓库暂存货物的，合同方应当在生产计划确定后的三个月内把货物提走。如果合同方没有在生产计划确定后的三个月内把货物提走，奥特斯可以认为该货物已销售并向合同方开具发票，要求合同方履行其义务。

## 6. Passing of Risk and Place of Performance / 风险转移和履行地点

- 6.1 Benefit and risk shall pass to the Contracting Party as of dispatch of the shipment (delivery to carrier) ex works or ex warehouse of AT&S, respectively, and in case of a delay in acceptance of goods by the Contracting Party as of the time AT&S is ready to ship the goods, irrespective of the pricing agreed for such shipment (such as, e.g., charges prepaid, CIF or the like). This shall also apply if delivery is made in connection with an assembly or if transport is carried out or organised and managed by AT&S.

当奥特斯进行工厂交货或仓库交货时，权益和风险应在货物装船发运（货交承运人）时分别转移至合同方；如果合同方迟延接收货物，则无论约定的运输价格（如：预付费用、CIF 或类似费用）如何，利益和风险应当在奥特斯准备好将货物装船时转移。此规定同样适用于与装配有关的交付或由奥特斯实行或组织和管理的运输。

- 6.2 The place of performance for services shall be the place where the service is provided. The risk of a service or of an agreed partial service shall pass to the Contracting Party upon provision of the service.

服务的履行地点应为提供服务的地点。在提供服务后，服务或约定的部分服务的风险即转移至合同方。

## 7. Payment / 支付

- 7.1 Unless special terms of payment have been agreed in writing, the invoice amount (net price plus VAT) shall be due for payment not later than 30 (thirty) days after the invoice date.

除非书面约定了特殊支付条款，否则发票金额（净价加增值税）应当在开票日后的 30（三十）天内到期支付。

- 7.2 If partial invoices are issued the respective partial payments shall be due upon receipt of the respective invoice. This shall also apply to amounts resulting from subsequent delivery or other agreements which exceed the original contract sum, irrespective of the terms of payment agreed with respect to the main delivery.

如果开具了部分款项发票的，则各笔部分款项应在收到各发票之时到期支付。不论双方就主要交付所约定的支付条款如何，这同样适用于后续交付的或其他超出原合同金额的协议中的款项。

- 7.3 Payments shall be made without any deduction in the currency stated in the invoice to the paying agent of AT&S. The date of payment shall be the day of receipt by AT&S or the paying agent of AT&S. Acceptance of cheques or bills of exchange shall in each case only be effected on account of payment. All interest and expenses (as, e.g., charges of direct debiting or discount charges) in connection therewith shall be borne by the Contracting Party. Partial payments of the Contracting Party shall be first credited against ancillary charges and subsequently against the oldest of the existing liabilities.

付款应当根据发票中注明的货币向奥特斯的付款代理人进行支付，而不得有任何扣除。付款日应为奥特斯或奥特斯的付款代理人收款收讫日。在所有情况下，接受支票或汇票应在支付到帐时方有效。所有的于此有关的利息和费用（如：直接借记费用或贴现费用）均由合同方承担。合同方的部分支付应首先作为支付辅助性费用，之后用于支付最早的现存债务。

- 7.4 The Contracting Party shall not be entitled to retain or offset payments against counter-claims on grounds of warranty claims or other claims of whatsoever nature.

合同方无权保留或者抵消基于担保索赔或其他任何性质的索赔而产生的反索赔请求付款。

- 7.5 Payment shall be deemed effected on the date on which AT&S is able to dispose of the amount.  
支付应视为在奥特斯可以处置该笔款项之日生效。

- 7.6 If the Contracting Party is in delay of an agreed payment or other service to be effected on the basis of this transaction or other transactions, AT&S shall be entitled, without prejudice to its other rights, 如果合同方迟延履行约定的付款或迟延提供因本交易或其他交易产生的其他服务，在不损害奥特斯其他权利的情况下，奥特斯有权

- (a) to suspend fulfilment of its own obligations until the payment or other service has been obtained and make use of a reasonable extension of the delivery period,  
中止履行其自身义务，直至获取付款或其他服务，并采用经合理延长的交付期限，
- (b) to demand immediate payment of all accounts receivable outstanding which are to be paid on the basis of this transaction or other transactions and to charge default interest in the amount of 14% (fourteen percent) per year as of the respective due date plus VAT unless AT&S provides evidence of additional costs,  
要求立即支付本交易和其他交易中所有应收的未收款项，并收取从各到期日开始的每年 14%（百分之十四）的罚息加增值税，除非奥特斯提供证据证明有额外支出，
- (c) to rescind the contract in case a reasonable grace period is not complied with.  
在未遵守合理的宽限期时解除合同。

In any case AT&S shall be entitled to charge pre-procedural costs, in particular dunning and collection charges and costs of legal counsel.

在任何情况下，奥特斯应当有权收取先期支出，特别是催讨和收款费用和法律顾问支出。

7.7 Discounts and bonuses granted shall be subject to punctual and full payment.

按时足额付款才能获得折扣和奖金。

7.8 AT&S retains title to all goods delivered by it until full payment of the amounts invoiced plus interest and costs. For the purpose of securing the purchase price claim of AT&S the Contracting Party hereby assigns to AT&S its claim under a resale of goods to which title is retained even if the goods were processed, redesigned or mixed, and undertakes to include a respective accounting note in its list of outstanding receivables or on its invoices. Upon request the Contracting Party shall inform AT&S about the assigned claim including the debtor and shall make available all information and documents required for collection of the claim by AT&S and notify the third-party debtor of the assignment. In the case of an attachment or other seizure the Contracting Party shall be obliged to indicate that AT&S holds title to the goods and to notify AT&S immediately.

奥特斯对其交付的所有货物保留所有权，直至付清所有发票款项以及利息和支出。为确保奥特斯的购买价主张权，合同方在此向奥特斯转让其转售所有权保留货物的主张权，即使这些货物已被加工、再设计或混合，并保证在其未收的应收帐款清单或发票中包含一份单列的帐单。如有要求，合同方应当通知奥特斯有关被转让的主张权，包括债务人，并应提供奥特斯为实施主张权所需的所有信息和文件，并将此转让通知第三方债务人。在查封或其他扣押时，合同方应当有义务指明奥特斯对货物享有所有权，并立即通知奥特斯。

8. Warranty and Liability for Defects / 瑕疵保证和责任

8.1 Subject to the provisions set forth below and upon compliance with the agreed terms of payment, AT&S shall be obliged to repair any defect impairing functionality which exists at the time of delivery and is the result of an error in the construction, of the material or of workmanship. No warranty claims may be deduced from information contained in catalogues, brochures or other written or oral statements that have not been expressly included in the contract.

根据以下规定且遵守所达成的付款条款，奥特斯有义务补救任何在运输中已存在的，并且是由于构造、材料和工艺上的错误而造成的，影响功能的瑕疵。在合同中未明确包括的任何在目录、简介或其他书面或口头陈述中的信息均不可推导出保证主张权。

8.2 Only the Contracting Party shall be entitled to assert claims for defects and such claims shall not be assignable. Claims for defects prescribe 12 (twelve) months commencing of the date on which the risk passes according to clause 6. This period of time shall also apply to claims for compensation of consequential damage, as far as no claim in tort is asserted. The legal provisions concerning suspension and restart of time limits remain unaffected.

This shall also apply to delivery items or services which are inseparably connected with a building or land.

仅合同方有权对缺陷索赔，且此类索赔不可转让。对缺陷的索赔自根据第 6 条风险转移之日起覆盖 12（十二）个月。如果未提出民事侵权中的索赔，本时期亦适用于间接损害的索赔。有关期限中止和重新开始的法律条款不受影响。

这还适用于与房产或土地无法割离的交付条款或服务。

- 8.3 AT&S shall only warrant for the solderability and resistance of delamination during assembling of printed circuit boards, and if Contracting Party proves, upon notification of a defect, that the printed circuit boards were stored and treated in accordance with the conditions contained in “AT&S General Storage and Processing Conditions for Printed Circuit Boards”, which are incorporated herein by reference. The currently valid “AT&S General Storage and Processing Conditions for Printed Circuit Boards”, which are available on AT&S’ website (<https://ats.net/en/general-terms-and-conditions-of-sale-and-delivery/https://ats.net/en/general-terms-and-conditions-of-sale-and-delivery/>), will be provided also by AT&S to Contracting Party upon Contracting Party’s request.
- 奥特斯仅在合同方通知缺陷时能证明其印刷电路板的存放和处理符合“奥特斯印刷电路板（PCB）的通用存放和加工条件”中所含的条件时，才保证印刷电路板的可焊性以及在其组装过程中的抗分层性。经合同方要求，奥特斯向其提交该“奥特斯印刷电路板（PCB）的通用存放和加工条件”的现行有效版本，亦可请见 <https://ats.net/en/general-terms-and-conditions-of-sale-and-delivery/https://ats.net/en/general-terms-and-conditions-of-sale-and-delivery/>。

- 8.4 A warranty claim may only be asserted if  
如果下列情况下成立，则方可声明保证主张权：

- (a) the Contracting Party immediately, but not later than 1 (one) week upon receipt of the goods or services at the place of destination, notifies the defects that have occurred in writing and exactly describes the type of defect, and  
合同方在目的地收到货物或服务后立即，但不晚于 1（一）个星期，以书面并准确描述瑕疵类型的形式通知有关瑕疵，和
- (b) the Contracting Party proves that a defect existed at the time the risk passed (according to clause 6).  
合同方证明缺陷存在于（根据第 6 条）的风险转移之时。

Defects which could not be detected despite a careful inspection within the period stated above shall be excluded. Such defects shall be deemed accepted if they are not notified immediately after they are detected in the way described above.

那些在上述规定的期限内无法通过仔细检验而查明的瑕疵应除外。如果瑕疵经过上述方式被查明后没有被立即通知的，则此类瑕疵将被视为接受。

The Contracting Party shall immediately prove that a defect exists, and in particular make available to AT&S, upon the latter's request, the samples of the defective goods as well as documents and/or data in the Contracting Party's possession.

合同方应立即证明瑕疵的存在，并特别是，如奥特斯有要求，应向其提供合同方所持有的瑕疵货物的样本以及文件和/或数据。

After a defect has been identified by the Contracting Party, any disposal of the goods without the express consent of AT&S shall be inadmissible.

在合同方指明瑕疵之后，任何未经奥特斯方明确同意而对货物进行处理是不接受的。

Assertion of a defect shall not release the Contracting Party from its payment obligation.  
瑕疵的声明并不能免除合同方付款的义务。

Return of goods complained about, except for those samples of defective goods and documents required by AT&S, shall not be admissible without the prior written consent of AT&S. No claims or other legal consequences may be deduced by the Contracting Party if AT&S takes delivery of goods. Likewise, an examination of the defect by AT&S shall not result in any claims of the Contracting Party or other legal consequences.

在没有奥特斯事先书面同意的情况下，不接受返还除奥特斯要求的瑕疵货物之样品和文件之外的被投诉的货物。如果奥特斯接收货物交付，合同方也不能推论出任何权利主张权或其他法律后果。同样，奥特斯对瑕疵的检验也不应产生合同方的任何权利主张权和其他法律后果。

If a defect subject to warranty according to clause 8.1 exists, AT&S shall, at its option, subsequently improve the defective goods or the defective part at the place of performance or have the defective goods or in full or in part returned for subsequent improvement or offer the goods at a reasonably reduced price.

如果有根据 8.1 条规定的保证范围内的瑕疵存在，奥特斯应根据自身选择，随后在履行地点改进有瑕疵的货物或有瑕疵的部分，或者全部或部分运回有缺陷的货物以作稍后修复，或合理的减少价款。

- 8.5 All ancillary costs incurred in connection with remedying defects (such as, e.g., mounting and de-mounting, transport, disposal and travelling expenses) shall be borne by the Contracting Party. For works carried out in connection with warranty claims on the Contracting Party's premises all necessary supporting staff, lifting gears, scaffolds and small parts shall be provided free of charge. Re-placed parts shall become the property of AT&S.

所有纠正缺陷（如安装和拆卸、运输、处置和差旅的费用）产生的相关辅助成本应由合同方承担。对于在合同方的场地上进行的与保证主张权有关的工作，所有必要的支持人员、吊机、脚手架和小零件应免费提供。被替换掉的部件应为奥特斯财产。

- 8.6 If goods are produced by AT&S on the basis of design specifications, drawings, models or other specifications of the Contracting Party, the liability of AT&S shall only extend to execution as agreed. 如果货物是由奥特斯根据合同方的设计规格、图纸、模型或其他规格而生产的，则奥特斯仅在约定的实施范围内承担责任。

- 8.7 Defects resulting from arrangement and assembly not effected by AT&S, insufficient set-up, non-observance of installation requirements and conditions of use, excessive use of parts beyond the performance advised by AT&S, negligent or improper treatment or use of unsuitable operating materials shall be excluded from warranty; this shall also apply to defects attributable to (i) material or components provided by the Contracting Party ; or (ii) material or components provided or services performed by a third party on AT&S' account but directed by the Contracting Party. Furthermore, AT&S shall not be liable for damage caused by acts of third parties, atmospheric discharges, excessive voltage or chemical impacts. Warranty shall not apply to replacement of parts which are subject to natural wear and tear.

因非奥特斯进行的安排和组装而产生的瑕疵、装配不足、未遵守安装要求和使用条件、超出奥特斯建议的操作而过度使用部件、疏忽或不当操作或使用不合适的运行材料均被排除在保证范围之外；这也同样适用于因合同方提供的 (i) 材料或组件；或 (ii) 由合同方主导的由第三方为奥特斯提供的材料、组件或服务，而导致的瑕疵。此外，奥特斯不对第三方行为引起的、气体排泄、超额电压或化学影响所引起的损害承担责任。保证亦不适用于自然损耗的零部件的更换。

- 8.8 Warranty shall forfeit immediately if the Contracting Party itself or a third party who has not expressly been authorised by AT&S alters or repairs the delivered items without the written consent of AT&S.

在没有奥特斯书面同意的情况下，如果任何合同方本人或未经奥特斯明确授权的第三人更换或修理了被交付的货物，则保证责任立即解除。

- 8.9 The provisions of clauses 8.1 to 8.8 shall apply *mutatis mutandis* also to responsibility for defects on the basis of other legal grounds.

对第 8.1 至第 8.8 条的规定做必要的修改后，也同样适用于以其他法律依据为基础而产生的瑕疵责任。

- 8.10 To the extent permitted by law, with respect to the provision of engineering services other than concept studies, simulation services and other technical consulting services, AT&S only warrants that the delivered services shall a) be provided in a workmanlike manner and with professional diligence and skill; b) only fit for the purpose separately agreed in writing; and c) be in compliance with specifications and/or requirements separately agreed in writing, e.g. in a statement of work. Any further warranties shall be expressly excluded hereby.

在法律允许的范围内，对于提供除概念研究、模拟服务和其他技术咨询服务之外的工程服务，奥特斯仅保证所提供的服务：a) 以技术熟练的方式提供并专业尽责和具有专业技能；b) 仅适用于单独书面约定的目的；c) 符合单独书面约定的规范和/或要求，例如工作说明书。任何进一步的保证均应明确被排除。

- 8.11 The Contracting Party acknowledges that simulation services are made on the basis of limited information available at the time of execution of the simulation and are provided “as-is”. The analysis performed, on which the results of such simulation service may be based, is by its very nature subject to known and unknown risks and uncertainties and was conducted using limited information, and per se cannot be fully accurate. As a consequence, actual developments, results, performance, product characteristics, or events may vary significantly from the results of such simulation service provided by AT&S or contained implicitly therein, or any conclusions derived from such. Notwithstanding anything else to the contrary in these General Terms and Conditions of Sale and Delivery for Products and Services and to the extent permitted by law, AT&S does not provide any warranties with regard to the results of such simulation service. AT&S shall only warrant that the simulation service has been performed a) in a workmanlike manner and with professional diligence and skill and b) in accordance with the specifications and/or requirements separately agreed in writing, e.g. in a statement of work.

合同方承认模拟服务是根据模拟执行时可用的有限信息“按原样”提供的。此类模拟服务的结果基于所进行的分析为基础，其本质受已知和未知的风险和不确定性的影响，并且是使

用有限的信息进行的，其本身不可能完全准确。因此，实际的开发、结果、性能、产品特性或事件可能与奥特斯提供的此类模拟服务的结果或其中隐含的模拟服务的结果或由此得出的任何结论有较大差异。尽管销售与交付产品和服务的一般条款和条件中有任何相反的规定，并且在法律允许的范围内，奥特斯不在此类模拟服务的结果提供任何保证。奥特斯仅保证模拟服务是 a) 以技术熟练的方式提供并专业尽责和具有专业技能，以及 b) 符合单独书面约定的规范和/或要求，例如工作说明书。

- 8.12 Furthermore, the Contracting Party acknowledges that concept studies and other technical consulting services have not been fully verified and validated for high volume manufacturing and are for demonstration and/or evaluation and testing purposes only. Notwithstanding anything else to the contrary in these General Terms and Conditions of Sale and Delivery for Products and Services and to the extent permitted by law AT&S provides concept studies and other technical consulting services “as-is” and without warranty of any kind, whether express, implied or statutory, and excludes and disclaims any warranty of merchantability, functionality, feasibility and of fitness for a particular purpose, except for the delivered concept study or other technical consulting service to be provided in a workmanlike manner and with professional diligence and skill.

此外，合同方承认，概念研究和其他技术咨询服务尚未针对大批量生产进行充分验证和验证，仅用于演示和/或评估和测试目的。尽管销售与交付产品和服务的一般条款和条件中有任何相反的规定，并且在法律允许的范围内，奥特斯仅“按原样”提供概念研究和其他技术咨询服务，并且不提供任何形式的保证，无论是明示暗示或法定的，并且排除和放弃对适销性、功能性、可行性和适用于特定目的的任何保证，但以技术熟练的方式提供并专业尽责和具有专业技能的概念研究或其他技术咨询服务除外。

#### 8.A. Samples 样品

- 8.A.1 The Contracting Party acknowledges that Samples have not been fully tested and qualified and may contain defects. “Samples” shall mean any goods (including but not limited to pro-totypes, engineering samples, demonstrators, qualification samples, etc.) which have not yet been qualified for high volume manufacturing by either AT&S or the Contracting Party and such qualification has been documented in writing duly signed by AT&S and the Contracting Party.

合同方承认样品未经过充分测试和合格，可能含有缺陷。“样品”系指奥特斯或合同方中任何一方尚未通过大批量生产的合格货物(包括但不限于原型、工程样品、演示品、鉴定样品等)，且该等合格已由奥特斯和合同方签署书面文件。

- 8.A.2 Samples are for demonstration and/or evaluation and testing purposes only and shall not be used otherwise. Samples shall not be sold to any end customers of the Contracting Party or generally on the market. AT&S provides Samples “as-is” and without warranty of any kind, whether express, implied or statutory, and excludes and disclaims any warranty of merchantability, functionality, feasibility and of fitness for a particular purpose. AT&S excludes and disclaims any warranty that the Samples or any part thereof, or the use of the Samples does not or will not infringe any intellectual property right of any third party.

样品仅用于演示和/或评估和测试目的，不得用作其他用途。样品不得出售给合同方的任何最终客户或在市场上销售。奥特斯“按原样”提供样品，不提供任何形式的保证，无论是明示的、暗示的还是法定的，并且排除和放弃对适销性、功能性、可行性和适用于特定目的的

任何保证。奥特斯不保证样品或其任何部分，或样品的使用不会或不会侵犯任何第三方的任何知识产权。

- 8.A.3 Furthermore, any liability of AT&S for damages, losses or costs incurred due to or in connection with a use of the Samples beyond demonstration and/or evaluation or testing purposes shall be expressly excluded hereby.

此外，奥特斯不承担因演示和/或评估或测试目的以外的使用样品而产生的或与之相关的损害、损失或费用相关的任何责任。

## 9. Rescission of Contract / 合同的解除

- 9.1 Unless a more specific regulation has been provided for, the Contracting Party may rescind the contract on the condition that a delay in delivery is due to gross negligence of AT&S and that a reasonable grace period granted by the Contracting Party has fruitlessly expired. Rescission shall be declared by the Contracting Party by registered letter.

除非另有更明确的规定，如果迟延交付是由于奥特斯严重疏忽而导致，且合同方给予了合理的宽限期已到期却无任何效果，合同方可以解除合同。合同方应以挂号信形式声明其解除合同。

- 9.2 Irrespective of its other rights AT&S shall be entitled to rescind the contract

不论奥特斯的其他权利，奥特斯有权解除合同：

- (a) if execution of the delivery, or commencement or continuing of the service becomes impossible or is further delayed for reasons for which the Contracting Party is responsible even though a reasonable grace period was granted,  
如果执行交付，或服务的开始或继续成为不可能，或尽管给予了合理的宽限期，仍因合同方的原因被进一步迟延，
- (b) if doubts regarding the solvency of the Contracting Party have arisen and the Contracting Party fails to make an advance payment or provide appropriate security prior to delivery upon the request of AT&S, or  
如果对合同方的偿付能力产生了疑问，并且在奥特斯要求下合同方不能在交付前提供预付款或合适的担保，或
- (c) if, due to the circumstances listed in clause 5.4, the delivery period is, in total, extended by more than half of the delivery period originally agreed but is at least 6 (six) months.  
如果，因为第 5.4 条所列的情况，交付期限总共超出原约定交付期限的一半，但至少是 6（六）个月。

- 9.3 Rescission of contract for the above reasons may also be declared with respect to a part of the delivery or service still outstanding.

以上述原因也可声明解除合同中的未履行的交付或服务部分。

- 9.4 If insolvency proceedings are opened over the assets of the Contracting Party or a petition for opening of bankruptcy proceedings is dismissed for lack of sufficient assets, AT&S shall be entitled to rescind the contract without having to grant a grace period.  
如果对合同方的资产开始了破产程序，或因为缺少足够资产而使启动破产程序的申请被驳回，则奥特斯有权立即解除合同而不给予宽限期。
- 9.5 Without prejudice to claims for damages of AT&S, including pre-procedural costs, services or partial services already provided shall be accounted for and paid according to contract in case of a rescission of contract.  
如解除合同，则在不影响奥特斯对其损害，包括先期支出，的索赔主张权的前提下，已提供的服务或部分服务应根据合同由合同方进行结算并由合同方支付。  
This shall also apply to the extent the delivery or service has not yet been taken over by the Contracting Party as well as to preparatory work carried out by AT&S. As an alternative AT&S may also demand that items already delivered be returned.  
这同样适用于合同方还未接收的交付或服务以及奥特斯进行的准备工作。作为另一种选择，奥特斯也可以要求返还已交付的货物。
- 9.6 Other legal consequences of rescission shall be excluded.  
其他解除合同的法律后果应被排除。

## 10. Liability / 责任

- 10.1 Subject to mandatory laws, AT&S shall be liable for the damages only if it is proven that AT&S has caused such damage by deliberate or grossly negligent acting. In cases of gross negligence AT&S' liability (except for personal injuries) shall be limited in each case to a) ten times the amount of the net selling price of the goods which have caused the damage, whereas such net selling price shall not include the value of components applied on the goods, if any, or b) in case of provision of services, the total amount paid by the Contracting Party for the service which has caused the damage. Liability for slight negligence, consequential damages (in particular, expected savings which were not made, lost data, loss caused by a business interruption), pecuniary damage, lost interest and damages on grounds of claims of third parties vis-à-vis the Contracting Party shall be excluded.  
根据强制性法律规定，只有经证明损害是由奥特斯故意或重大过失而造成的，则奥特斯才对该损害承担责任。在属于重大疏忽的所有情况下，奥特斯的责任（除了人身伤害）应限于 a) 造成损害的产品的销售净价额的十倍，该销售净价不应包括应用于货物的组件的价值（如有），或 b) 在提供服务的情况下，合同方为造成损害的服务支付的总金额。轻微疏忽的责任，后果性损害（特别是未得的预期节省、丢失的数据、中断交易引起的损失），金钱上的损害，损失的利息和基于第三方针对合同方主张的损害应被排除。
- 10.2 Any damages shall be excluded if conditions, if any, for assembly, putting into operation or use (such as conditions contained, e.g., in operating instructions) or of official admission requirements are not complied with.  
因装配、投入运行或使用的条件（如有，如：包含的条件，如操作指示）或官方许可要求的条件未被遵守而造成的损害应被排除。

- 10.3 If contractual penalties have been agreed, any additional claims on grounds of the respective violation shall in any case be excluded.

如果罚款已书面约定，再以相应的违反为由提出任何额外的索赔都应被排除。

- 10.4 Compensation claims shall become statute-barred 6 (six) months after discovery of the damage and the damaging party, however, in any case 3 (three) years after the risk has passed according to clause 6.

按照法律规定，索赔要求应在发现损害及损害方之后的 6 个月内提出，无论如何，应在根据第 6 条规定的风险转移后的 3 年内提出。

- 10.5 Claims of recourse, if any, that the Contracting Party or third parties assert against AT&S under product liability pursuant to the Austrian Product Liability Act [Produkthaftungsgesetz, PHG] shall be excluded unless the party claiming recourse proves that the mistake was caused within the sphere of AT&S or at least was caused by gross negligence.

除非合同方或第三方能够证明错误是由奥特斯故意意图或至少是重大疏忽造成的，否则合同方或者第三方根据奥地利产品责任法对奥特斯提出的产品责任追索主张都应被排除。

- 10.6 Notwithstanding anything else in these General Terms and Conditions of Sale and Delivery for Products and Services to the contrary, and to the extent permitted by law, AT&S excludes any and all liability for damages resulting from the provision of concept studies, simulations services or any other technical consulting services.

尽管本销售与交付产品和服务的一般条款和条件中有任何与此相反的规定，在法律允许的范围内，奥特斯不承担因提供概念研究、模拟服务或任何其他技术咨询服务而造成的损害的任何和所有责任。

- 10.7 Notwithstanding anything contained in these General Terms and Conditions of Sale and Delivery for Products and Services, AT&S shall not be liable to the Contracting Party or any third party for actual or alleged claims of infringement of a third party's intellectual property right, if i) goods are manufactured are provided according to the Contracting Party's specifications and such infringement would not have occurred but for complying with such specifications, or ii) AT&S' use of the Contracting Party's intellectual property rights or the Contracting Party's Information, disclosed by the Contracting Party to AT&S, infringes or misappropriates the intellectual property rights of any third party and such infringement or misappropriation would not have occurred but for such use, or iii) such actual or alleged claim of infringement results from the provision of services by AT&S as long as such infringement has not been caused by any intentional act or wilful misconduct by AT&S, or iv) a claim arises from and would not have occurred but for: (a) the Contracting Party's use of goods in combination with materials or other products not provided or otherwise specified, recommended or approved by AT&S, or (b) modifications of the goods not made, approved by, or otherwise recommended by AT&S, or (c) the Contracting Party's use of the goods outside of its published specifications or purpose for goods.

尽管本销售与交付产品和服务的一般条款和条件中有任何规定，但在以下情况下，奥特斯不对合同方或任何第三方对实际或声称的侵犯第三方知识产权的索赔承担责任: i) 产品是根据合同方的规格制造和提供的，若不遵守该规格，则不会发生此类侵权; 或 ii) 奥特斯使用合同方

向奥特斯披露的知识产权或合同方的信息导致侵犯或盗用任何第三方的知识产权，并且如果没有该等使用，该等侵权或盗用不会发生；或 iii) 实际或被指控的侵权索赔是由奥特斯提供的服务引起的，只要此类侵权不是由奥特斯的任何故意行为或故意不当行为造成的，或 iv) 若非由于以下原因，则不会发生索赔：(a) 合同方将产品与未由奥特斯提供或未以其他方式指定、推荐或批准的材料或其他产品结合使用，或(b)对产品进行未由奥特斯进行、批准或未以其他方式推荐的方式修改，或(c)合同方在其公布的规格或货物用途之外使用产品。

- 10.8 The limitations, exclusions, and disclaimers set forth in these General Terms and Conditions shall apply to the maximum extent permitted by law in the applicable jurisdiction.

本一般条款和条件中规定的限制条件、排除条件和否认声明应在适用的法律管辖区域的法律所允许的最大范围内适用。

## 11. Assertion of claims / 索赔

Unless provisions separately stipulated or statutory provisions provide for shorter periods, any and all claims of the Contracting Party shall have to be asserted in court within 3 (three) years of passing of the risk; otherwise such claims shall be forfeited.

除非另有约定或法律规定更短的时效，合同方必须在风险转移后的三年内向法院主张任何及所有的赔偿；否则丧失该主张权。

## 12. Force Majeure / 不可抗力

- 12.1 Events of force majeure which affect AT&S or any of its suppliers shall entitle AT&S to suspend deliveries for the time of the impairment and a reasonable start-up period, or to rescind the contract in whole or in part according to their consequences. The Contracting Party shall, in such a case, not be entitled to claim damages or subsequent delivery.

If delivery is delayed for more than 6 (six) months due to consequences of force majeure, the Contracting Party shall be entitled to rescind the contract with respect to the part of the delivery affected within 8 (eight) weeks.

如果不可抗力事件影响到奥特斯或其任何供应商，则奥特斯有权在受损害影响的期间和合理的启动期限内中止交付，或者有权根据事件的后果部分或全部解除合同。在这种情况下，合同方无权要求赔偿或后续交付。如果由于不可抗力的后果而使交付迟延了 6（六）个月以上，合同方有权在 8（八）周内就交付受影响的那部分解除合同。

- 12.2 Events of force majeure shall include but not be limited to all kinds of acts of God, such as, e.g., earthquake, lightning, frost, storm, floods; as well as war, laws, official interventions, seizure, transport problems, restrictions on import, export and transit, exchange restrictions on international payments, shortage in raw materials and energy; as well as breakdown of operations, such as, e.g., explosion, fire, strikes, sabotage and any other events which it would only be possible to prevent at disproportionately high costs and with commercially unreasonable means.

不可抗力事件包括但不限于：所有天灾，例如：地震、闪电、迷雾、风暴、洪水；以及战争、法律、官方干涉、查封、交通问题、进出口和流通限制、国际支付兑换限制、原材料及能源短缺；以及操作故障，例如：爆炸、火灾、罢工、破坏及任何其他必须以不成比例的高支出和商业上不合理的手段才有可能防止的事件。

### 13. Intellectual Property / 知识产权

- 13.1 “Intellectual Property” means all inventions, ideas, know-how, trade secrets, as well as intellectual property rights throughout the world whether existing under statute or at common law or equity, including but not limited to: (a) copyrights, trade secrets, trademarks, database rights, patents, mask works, trade dress, design patents, industrial design rights and any other intellectual property and proprietary rights; and (b) any application or right to apply for any of the rights referred to in clause; and (c) any and all enhancements, improvements, renewals, extensions and restorations thereof.

“知识产权”是指世界各地的所有发明、创意、专有技术、商业秘密以及知识产权，无论是根据成文法还是普通法或衡平法存在，包括但不限于：（a）版权、商业秘密、商标、数据库权利、专利、掩模作品、商业外观、外观设计专利、工业产权和任何其他知识产权和专有权利；（b）任何依据本条款所述任何权利的申请或申请权；以及（c）任何和与相关权利的增强、改进、更新、扩展和修复。

- 13.2 If goods are produced or services provided by AT&S on the basis of the Contracting Party's design specifications, drawings, models or other specifications and a third party claim is the result of AT&S following such design specifications, drawings, models or other specifications, then the Contracting Party shall indemnify and hold AT&S harmless from any and all costs, including reasonable attorney's fees, in case of an alleged or actual infringement, if any, of a third party's Intellectual Property. 若奥特斯是根据合同方的设计规格、图纸、模型或其他规格生产产品或提供服务的，第三方索赔是基于奥特斯遵循此类设计规格、图纸、模型或其他规格的结果，如果第三方知识产权因此被指控或实际侵权（如有），则合同方应作出赔偿并使奥特斯免受损害，包括合理的律师费。

- 13.3 Execution documents, such as, e.g., plans, sketches or other technical documents as well as samples, catalogues, brochures, illustrations and the like shall always remain the Intellectual Property of AT&S and shall be subject to the relevant statutory provisions on reproduction, imitation, competition, etc. Clause 2.2 shall in particular also apply to execution documents.

执行文件，例如：计划、草图或其他技术文件包括样品、目录、介绍、说明和类似资料始终应为奥特斯的知识产权，并应当遵守相关的再生产、仿造、竞争等方面的法律规定。第 2.2 条也应当特别适用于执行文件。

- 13.4 All Intellectual Property, and which is a) used by AT&S in connection with the production of goods or provision of services, b) embodied in the goods or services, or c) developed by AT&S in the course of or on the occasion of the production of goods or provision of services provided to the Contracting Party, shall remain vested in, and be the sole and exclusive property of AT&S.

以下所有知识产权，包括 a) 由奥特斯用于生产产品或提供服务，b) 体现在产品或服务中的，或 c) 由奥特斯在生产产品或向合同方提供的过程中或同时开发的，应归属于奥特斯，并成为奥特斯的唯一和专有财产。

#### 14. Export Control/ 出口管制

- 14.1 The delivery of goods and the provision of services under these General Terms and Conditions of Sale and Delivery for Products and Services are preconditioned upon the absence of any restrictions on delivery and provision of such by applicable national or international regulations, in particular but not limited to export control regulations, sanctions, or embargoes. Any export checks or licensing leading to a postponement of the date of delivery or performance shall not constitute a delay in delivery or performance attributable to AT&S. If the delivery of goods or provision of services is prohibited by applicable laws and regulations or any required license cannot be obtained, AT&S shall have the right to rescind from the respective contract and any claims for damages resulting thereof shall be excluded.

根据本销售与交付产品和服务的一般条款和条件交付的产品和服务，前提是适用的国家或国际法规（特别是但不限于出口管制法规、制裁或禁运）对销售和提供此类交付没有任何限制。任何导致交付或履行日期延迟的出口检查或许可均不构成奥特斯造成的延迟交付或履行。如果适用法律和法规禁止交付产品或提供服务，或者无法获得任何所需的许可，则奥特斯有权解除相应的合同，并排除由此造成的任何损害索赔。

- 14.2 AT&S and the Contracting Party shall comply with and shall ensure that its affiliates comply with all applicable domestic and foreign export control laws and regulations as well as any applicable economic sanction laws and regulations in connection with any export of the goods, components and/or technology, including but not limited to information, documentation or records (together the "Items") by such party and/or its affiliates. Each, AT&S and the Contracting Party, assures that it will not directly or indirectly export any Item to any destination, person or entity prohibited or restricted under such export control laws and regulations, without obtaining prior authorization from the applicable government authorities to the extent required.

Each, AT&S and the Contracting Party, shall inform each other about the export-controlled nature of an Item together with the export control classification number when providing any export-controlled Item to the other party.

奥特斯和合同方应遵守并确保其关联公司遵守所有适用的国内外出口管制法律和法规，以及与产品、组件和/或技术出口有关的任何适用的经济制裁法律和法规，包括但不限于该方和/或其关联方的信息、文件或记录（统称为“项目”）。奥特斯和合同方保证，未经相关政府机构在要求范围内的事先授权，不会直接或间接地将任何物品出口到此类出口管制法律和法规禁止或限制的任何目的地、个人或实体。

奥特斯和合同方其中一方在向另一方提供任何出口管制物品时，应相互告知某一物品的出口管制性质以及出口管制分类码。

- 14.3 If required, AT&S and the Contracting Parties will cooperate to provide the necessary documentation in accordance with applicable laws and regulations, and neither AT&S nor the Contracting Party will make any delivery or take any action in violation of such requirements.

如有必要，奥特斯和合同方将根据适用的法律法规合作提供必要的文件，奥特斯和合同方均不会作出任何违反此类要求的交付或采取任何行动。

**14.4 This clause shall survive termination or cancellation of the contract.**

本条款在合同终止或取消后继续有效。

**15 Other Provisions / 其他**

**15.1 Severability Clause:**

If individual provisions of the contract or of these terms and conditions are or become ineffective, invalid and/or unenforceable, the effectiveness, validity and/or enforceability of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective, valid or enforceable provision which comes as close as possible to the economic purpose intended.

可分性条款：

如果合同或本条款和条件中的个别规定无效、失效和/或不能执行，则其余规定的有效性、合法性和/或可执行性并不因此受到影响。无效规定应被有效的、合法的或可执行的并且尽可能接近期望的经济目的的规定所取代。

**15.2 INCOTERMS:**

Unless otherwise stipulated in writing, the Incoterms (published by the International Chamber of Commerce, Paris, 1953) as amended from time to time shall apply to the interpretation of the contract clauses used.

国际贸易术语解释通则：

除非书面另行规定，对使用的合同条款的解释应适用不时修订的《国际贸易术语解释通则》（1953 年，巴黎，国际商会出版）

**15.3 Confidentiality:**

The Contracting Party shall maintain secrecy about the fact that a contract has been concluded and in advertising materials or reference lists, shall only refer to its business relationship with AT&S after AT&S has agreed thereto in writing. The Contracting Party and AT&S undertake to treat all commercial and technical details which are not publicly known and of which they obtain knowledge in the course of the business relationship as a trade secret. Suppliers shall be obliged accordingly by the Contracting Party. The Contracting Party shall be liable for any damage, including intangible damage, caused to AT&S due to non-compliance with the foregoing, at least with a contractual penalty of 10% (ten percent) of the overall order sum for each incidence of non-compliance.

保密：

合同方应当对合同订立的事实保守秘密，并应当在奥特斯书面同意后，仅可在广告材料或参考清单中提及其与奥特斯的商业关系。合同方和奥特斯承诺将所有未为公众获知的和在商业关系中获取的商业和技术详情作为商业秘密对待。合同方也应当促使供应商受此约束。合同方应当负责赔偿其不遵守上述规定而对奥特斯造成的任何损害，包括无形损害，但至少是每一起不遵守行为所涉及的全部订单总额的 10%（百分之十）作为合同违约金。

**15.4 Data Protection:**

The Contracting Party shall maintain secrecy about personal data of which it has obtained knowledge. The Contracting Party shall be obliged to protect the data against access by third parties.  
数据保护:

合同方应当对其获知的个人数据保守秘密。合同方有责任保护数据不被第三方获得。

**15.5 Termination of Contract in case of Continuous Obligations:**

Unless stipulated otherwise, continuous obligations may be terminated by AT&S by giving six months' notice. AT&S may terminate contracts with immediate effect for important reason. This shall include cases of gross or repeated violation of material contractual duties by the Contracting Party or the opening of insolvency proceedings over the assets of the Contracting Party or dismissal of a petition for opening of insolvency proceedings for lack of sufficient assets to cover the costs. In case of a justified rescission the Contracting Party shall bear the cost of returning the goods.

持续债务情况下的合同终止:

除非另有规定, 奥特斯可以提前 6 个月通知的方式终止持续债务。

奥特斯可以因为重要原因终止合同并立即发生效力。这包括合同方严重或屡次违反实质性的合同义务, 或对合同方的资产开始破产程序, 或因缺乏足够的资产, 无法支付费用而使启动破产程序的申请被驳回。在合理解除合同时, 合同方应承担返还货物的费用。

**15.6 Non-Assignment:**

The Contracting Party shall not be entitled to assign its rights and duties or its accounts receivable from AT&S to third parties without the prior written consent of AT&S.

不转让:

在没有得到奥特斯的事先书面同意的情况下, 合同方无权从奥特斯向第三方转让其权利、义务或应收帐款。

**15.7 Subcontractors:**

AT&S shall be entitled to engage any subcontractor or affiliated company to perform any part of its obligations hereunder.

分包商:

奥特斯有权聘请任何分包商或关联公司履行其在本合同项下的任何部分义务。

**15.8 Prohibition to Offset:**

The Contracting Party shall not offset its own receivables against receivables of AT&S, except for sums which have been awarded by court and debts which AT&S has expressly recognised in writing.

禁止抵消:

合同方无权以自身的应收款项抵消奥特斯的应收款项, 除非是法院判决的金额和奥特斯书面明确认可的债务。

**15.9 Legal Succession:**

AT&S shall be entitled to transfer its rights and duties under the contract concluded with the Contracting Party to companies in which AT&S holds an interest of more than 25% (twenty-five percent) or to companies which hold an interest in AT&S of more than 25% (twenty-five percent). The Contracting Party shall not be entitled to terminate the contract on the basis of such a transfer.

合法继承:

奥特斯应有权向奥特斯持有 25%（百分之二十五）以上权益的公司或持有奥特斯 25%（百分之二十五）以上权益的公司转让其与合同方签订的合同下的权利和义务。合同方无权因此等转让而终止合同。

#### 15.10 Written Form

Any declarations, notifications, etc. addressed to AT&S shall be made in writing and shall bear an original signature in order to have legal effect. Agreements which provide for deviation from such formal requirement shall be made in writing.

书面形式:

任何对奥特斯的声明、通知等应以书面形式作出，并应具有原签名以具有法律效力。任何改变上述形式要求的协议应以书面形式作出。

#### 15.11 Settlement of Disputes and Applicable Law:

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Shanghai, PR China. The contract shall be subject to the laws of the PR China without regard to its conflict of laws regulations and the CISG.

争议解决和适用法律:

执行本合同所发生的或与之相关的一切争议，双方应当根据国际商会仲裁条款来指定一个或多个仲裁员根据该仲裁条款来解决，仲裁裁决具有终局性。仲裁地点为中国上海。本合同应受中华人民共和国法律的管辖，但排除与之冲突的法律法规以及联合国国际货物销售合同公约。

#### 15.12 Directive 2002/95/EG:

Printed circuit boards which are produced by AT&S are compliant to the RoHS Directive 2002/95/EC in the version applicable at the time of manufacture. However, ensuring compliance with the RoHS Directive 2002/95/EC of printed circuit boards containing the lead-containing surface HAL according to the specifications of the Contracting Party is in the responsibility of the Contracting Party, as AT&S has no knowledge about the final application such printed circuit boards are used for by the Contracting Party.

指令 - 2002/95/EG:

奥特斯生产的印刷电路板符合在制造时适用的RoHS 指令 2002/95/EC。但是，确保符合合同方规格的含铅表面HAL的印刷电路板符合RoHS指令2002/95 / EC是合同方的责任，因为奥特斯不知晓合同方使用此类印刷电路板的最终应用。

#### 15.13 Regulation REACH 1907/2006 (Registration, Evaluation, Authorisation of Chemicals):

REACH 1907/2006法规（化学品登记、评估、核准）:

奥特斯生产的印刷电路板符合制造时适用的REACH 1907/2006法规。