

General Terms and Conditions of Sale and Delivery

一般销售与交货条款

Of Kamstrup Metering Solutions (Beijing) Co., Ltd. – 91110105MA01PD288X
卡姆鲁普仪表系统（北京）有限公司 - 91110105MA01PD288X

1.0 General terms and conditions 一般条款

1.1. These General Terms and Conditions of Sale and Delivery shall apply to all contracts of sale of products entered into by Kamstrup Metering Solutions (Beijing) Co., Ltd. ("Kamstrup") and a purchaser ("Buyer") and any other terms and conditions are excluded unless otherwise agreed in writing.
除非另有书面协议，本一般销售与交货条款应适用于 Kamstrup Metering Solutions (Beijing) Co., Ltd.（以下简称“Kamstrup”）和买方（以下简称“买方”）签订的所有产品销售合同，任何其他条款和条件均不包括在内。

2.0 Price, Quotation and acceptance 价格、报价和验收

2.1. All prices stated in quotations and order confirmations are in RENMINBI (RMB) and shall be exclusive of VAT. Unless otherwise specified in the quotation or order confirmation in writing, the price does not include any storage or services related to the products (including without limitation installation, travel, consultation, evaluation or maintenance).
报价和订单确认中注明的所有价格均为人民币（元），并不包括增值税。除非于报价单或订单确认书中另有书面规定，否则价格不包括与产品相关的任何存储或服务（包括但不限于安装，旅行，咨询，评估或维护）。

2.2. Kamstrup shall not be liable for any misprints, erroneous calculations or any other errors in quotations made. Kamstrup 对任何印刷错误，错误计算或报价中的任何其他错误概不负责。

2.3. All quotations made by Kamstrup shall be subject to acceptance within thirty (30) days of the date of the quotation. Kamstrup reserves the right to withdraw any quotation not yet accepted at any time within the time stipulated for acceptance and reserves all rights not expressly written therein to the maximum extent permitted by applicable laws and regulations. Kamstrup 的所有报价应在报价之日起计算三十（30）天内接受。Kamstrup 保留在规定的接受时间内随时撤回尚未接受的报价的权利，并保留在适用法律法规允许的最大范围内而未明确写明的所有权利。

2.4. Any order received by Kamstrup shall be deemed to be accepted only when Kamstrup has issued a written order confirmation.

Kamstrup 收到的任何订单仅在 Kamstrup 发出书面订单确认后书后才视为被接受。

3.0 Delivery 交货

3.1. Delivery shall be "Delivered At Place" (DAP) (Incoterms® 2020).

交货应为“就地交货”（DAP）（国际贸易术语解释通则 2020）。

3.2. A handling fee of RMB 310.00 shall be charged in respect of all orders for less than RMB 2690.00.

所有低于人民币 2690.00 元的订单将会收取人民币 310.00 元手续费。

3.3. In the event of alteration or cancellation being requested by the Buyer in respect of customised products already in progress:

如果买方要求对已在进行中的定制产品进行更改或取消：

3.3.1. More than 30 working days prior to date of dispatch: Kamstrup will apply a fee of RMB 1150.00 per alteration or 10% of the order value but minimum RMB 1150.00 per cancellation request.

发货日期前 30 个工作日以上：Kamstrup 将对每次更改或取消的要求收取每次更改人民币 1150.00 元或每次取消请求订单价值的 10%（但不低于人民币 1150.00 元）的费用。

0-30 working days prior to date of dispatch: No alteration or cancellation is possible.

发货日期前 0-30 个工作日：不可更改或取消。

3.4. The product may be subject to export controls and the delivery is therefore conditional upon the issuance of the required export authorisation. If Kamstrup has informed the Buyer that the product is subject to export control, and the Buyer wishes to export the products, it must comply with all applicable export control laws and regulations and inform Kamstrup of the end customer and final destination.

产品可能受到出口管制，因此交货必须要以签发所需的出口许可证为条件。如果 Kamstrup 已通知买方该产品受到出口管制，而买方亦希望出口该产品，则买方必须遵守所有适用的出口管制法律和法规，并告知 Kamstrup 终端客户和最终目的地。

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4.0 Packaging 包装

- 4.1. All prices shall be exclusive of packaging.
所有价格均不包括包装。
- 4.2. Packaging material debited to the Buyer shall be credited if returned in undamaged condition, within fourteen (14) days of Buyer's receipt. Any extension of the deadline for returning packaging material shall be subject to Kamstrup's written acceptance and Kamstrup shall have the sole and absolute discretion over acceptance of the deadline extension.
暂借给买方的包装材料应在买方收货后十四（14）天内，以完好无损的状态下退还。退回包装材料的任何限期延长应以 Kamstrup 的书面确认为准，Kamstrup 拥有全权和绝对的酌处权去决定是否接受限期的延长。

5.0 Terms of payment 付款条件

- 5.1. The buyer shall pay 30% of the Contract amount no later than 5 working days after signing the Contract. 70% of the final Contract payment shall be paid no later than 10 working days after the goods have arrived at the Chinese customs alternatively before shipment from local warehouse in China. Delivery will be made after payment. 买方应在签订合同后的五（5）个工作日内支付合同金额的百分之三十（30）%。在货物到达中国海关后十（10）个工作日内，或者在货物从中国当地仓库装运前，应支付最终合同付款的百分之七十（70）%。付款后交货。
- 5.2. In the event of overdue payment, interest shall be charged on the amount due at a rate of two (2) per cent per commenced month as from the due date (or, if lower, the maximum rate permitted by law).
如果逾期付款，则应按到期日起每月 2% 的利率（或如果较低，则按法律允许的最高利率）对到期金额收取利息。
- 5.3. The Buyer may not set off any amounts without Kamstrup's prior written consent.
未经 Kamstrup 的事先书面同意，买方不得抵销任何款项。
- 5.4. Without prejudice to any other rights it may have, Kamstrup may terminate the contract immediately: (a) if payment has not been received more than fourteen (14) days after the due date; or (b) in the event of a material adverse change in the Buyer's financial condition, including without limitation if any bankruptcy or similar proceedings are commenced against the Buyer.
在不损害 Kamstrup 可能拥有任何其他权利的情况下，Kamstrup 可以立即终止合同：（a）如果在到期日后十四（14）天内仍未收到付款；或（b）如果买方的财务状况发生重大不利变化，包括但不限于对买方提出的任何破产或类似诉讼。

6.0 Time of delivery 交货时间

- 6.1. All delivery times indicated shall be approximate times of delivery for the product and non-binding unless Kamstrup has accepted a specific time of delivery in writing.

除非 Kamstrup 以书面形式接受了特定的交货时间，否则所示的所有交货时间应为产品的大约交货时间，并且不具有约束力。

- 6.2. Where Kamstrup fails to deliver products at the agreed time of delivery, the Buyer shall submit a written demand for delivery to Kamstrup within fourteen (14) days after the agreed time of delivery.
如果 Kamstrup 未能在已同意的交货时间把产品送达，买方应在已同意的交货时间后起计算十四（14）天内向 Kamstrup 提交书面的交货要求。
- 6.3. The Buyer shall be entitled to cancel the contract for the relevant delivery if Kamstrup fails to deliver the products within thirty (30) days of the Buyer's demand. The Buyer shall not be entitled to any other remedies for breach in the event of the delayed delivery.
如果 Kamstrup 未能在买方提出要求的三十（30）天内送达产品，买方有权取消相关合同。如发生该等延迟交货的，买方将无权要求任何其他违约补救措施。

7.0 Duty to complain and duty to inspect 投诉义务和检查义务

- 7.1. The Buyer undertakes to inspect the products delivered immediately on receipt to ensure:
买方承诺在收到产品后立即对其进行检查，以确保：
- 7.1.1. that the number of items received is as agreed;
收到的物品数量与约定一致；
- 7.1.2. that the description on the packaging is as agreed; and
包装上的说明符合约定；以及
- 7.1.3. that no visible damage has been caused to the products delivered and that the products delivered are not defective in any way.
没有对送达的产品造成可见的损坏，而且该送达的产品也没有任何缺陷。
- 7.2. The Buyer shall notify Kamstrup (a) immediately if the number of items received is different from the number agreed pursuant to Clause 7.1.1 and (b) within seven (7) days of the receipt of the products delivered if they do not conform with Clauses 7.1.2 or 7.1.3. The Buyer shall also immediately notify the carrier of any damage in transit by making a corresponding note on the transport document. The Buyer shall not be entitled to make any claims at a later date in respect of any defects which could have been found by inspection in accordance with Clause 7.1.
如果收到的产品数量与第 7.1.1 条和第 7.1.3 条规定下的数量不符，买方应在收到货物后七（7）天内立即通知 Kamstrup。买方还应在运输单据上注明运输途中所造成的任何损坏，并立即通知承运人。买方将无权就根据第 7.1 条通过检验发现的任何缺陷在后期提出任何索赔要求。
- 7.3. Without prejudice to Clause 7.1, the Buyer waives any right to claim for defects if the claim is not made as soon as possible after the Buyer has detected or could have reasonably detected such defect.
在不影响第 7.1 条的前提下，如果在买方检测到或本可以合理地检测到缺陷后而未有尽快提出索赔，买方则放弃对缺陷提出索赔的任何权利。

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8.0 Sales and product information 销售和产品信息

- 8.1. Quotations, drawings, descriptive material and similar documents shall not without the written consent of Kamstrup be copied, reproduced, republished, downloaded, posted, sold, distributed, transferred, modified, adapted or in any way made available to any third party.
未经 Kamstrup 的书面同意，所有报价单、图纸、描述性材料和类似文件将不得复制、翻印、再版、下载、张贴、出售、分发、转让、修改、改编或以其他方式提供给任何第三方。
- 8.2. Kamstrup shall retain all the rights in quotations, drawings, descriptive material and similar documents submitted to the Buyer prior to, during and after the conclusion or expiry of the contract.
Kamstrup 应保留在合同签订或到期之前、期间和之后提交给买方的所有报价单、图纸、描述性材料和类似文件中的所有权利。

9.0 Warranty 保修

- 9.1. Products shall be covered by a 24-month warranty from the date of delivery unless an extended warranty has been agreed upon. The warranty shall cover any defects in workmanship or materials.
产品应自交货之日起享有 24 个月的保修，除非签订了特定的延长保养期条款。保修应涵盖任何工艺或材料方面的任何缺陷。
- 9.2. If any defect is found within the warranty period and duly notified to Kamstrup, the Buyer shall return the defective products to Kamstrup DDP Incoterms 2020. Kamstrup shall subsequently at its sole discretion either repair the products returned, refund the price or make a replacement delivery provided that the defects found in the products are covered by the warranty. Kamstrup shall assume ownership of any parts replaced. The cost of returning products repaired or replaced under the warranty shall be borne by Kamstrup. However, if the defect resulted from any of the cases mentioned in Clause 9.4, Kamstrup shall be entitled to charge its usual rates for repaired or replaced products, plus a reasonable fee for work performed in investigating the claimed defect. In such a case, the Buyer will bear the return costs in respect of the repaired or replaced products.
如果在保修期内发现任何缺陷并已及时通知 Kamstrup，买方应按照“完税后交货”（DDP）（2020 年国际贸易术语解释通则）方式将缺陷产品退回 Kamstrup。Kamstrup 随后应自行决定修理退回的产品、退还价款或换货，前提是产品中所发现的缺陷是在保修范围内。所有已更换零件的所有权归 Kamstrup 所有。根据保修条款修理或更换的产品的退货费用应由 Kamstrup 承担。但是，如果该缺陷是由于第 9.4 条所述的任何情况而引起的，Kamstrup 有权收取修理或更换的产品的常规费用，并为调查所声称的缺陷而进行的工作收取合理的费用。在这种情况下，买方将承担修理或更换产品的退货费用。
- 9.3. The Buyer shall be entitled to terminate the Contract and demand crediting of the price of the defective product if Kamstrup fails to remedy a defect in accordance with

Clause 9.2 within a reasonable period of time. The Buyer shall not be entitled to any other remedies for breach of contract.

如果 Kamstrup 未能在一个合理期限内按照第 9.2 条的规定修补缺陷，买方将有权终止合同并要求将缺陷产品的价格记入贷方。买方无权要求任何其他违约补救措施。

- 9.4. All Kamstrup warranties shall not apply in any of the following cases:
Kamstrup 所有保修条款将不适用于下列任何情况:
- 9.4.1. products that are defective or damaged by negligence or accident or by other circumstances beyond Kamstrup's reasonable control;
因疏忽或意外或其他超出 Kamstrup 合理控制范围的其他情况而有缺陷或损坏的产品;
- 9.4.2. products that have been improperly stored, commissioned, installed, used, repaired, maintained or altered by Buyer or a third party (including without limitation otherwise than in accordance with any instructions, manuals, specifications or other documentation provided by Kamstrup, or in the absence of such documentation, generally accepted industrial practice);
买方或第三方不当储存、调试、安装、使用、维修、维护或改动的产品（包括但不限于未遵循 Kamstrup 提供的任何说明、手册、规范或其他文件，或在没有此类文件的情况下，未遵循公认的行业惯例）;
- 9.4.3. products which have been used (a) with water which contains levels of foreign matter, including without limitation, dirt, sand, minerals, debris, deposits, biofilms, chemical substances or other impurities which interfere with or degrade the product; or (b) products which have been used in other unusual environmental conditions (including submersion in dirt or water);
(a) 曾与含有一定量杂质的水（包括但不限于污垢、沙子、矿物、碎屑、沉积物、生物膜、化学物质或其他干扰或降低产品性能的杂质）一起使用过的产品；或(b) 在其他异常环境条件下使用过的产品（包括浸入泥土或水中）;
- 9.4.4. products where any serial number or security seal has been interfered with;
序列号或安全封条被干扰的产品;
- 9.4.5. normal wear and tear;
正常磨损;
- 9.4.6. products that are experimental, developmental, prototype, or pilot;
实验性、开发性、原型或试验的产品；或
- 9.4.7. the discontinuation of third-party network/communication services (including by loss of concession, dissolution, bankruptcy, or cease of business), or the phase-out or replacement of the networks and/or communication technologies supporting the products if such changes render the product unable to function as represented at the time of entering into this contract; or
第三方网络/通讯服务的中止（包括失去特许权、解散、破产或停业），或支持产品的网络和/或通信技术

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- 9.4.8. 术的逐步淘汰或更换，前提是这些变化导致产品无法按照签订本合同时的陈述运行；或
products which have been used after discovery of the defect.
发现缺陷后使用过的产品。

10.0 Return of goods 退货

- 10.1. Goods can only be returned within 30 days from the date of delivery.
货物只能在交货日起计算 30 天内退货。
- 10.1.1. Minimum sales value of returned goods: RMB 2690.00. Return is not accepted below this amount.
退货的最低销售金额：人民币 2690.00 元。低于此金额，恕不接受退货。
- 10.1.2. Configured meters/products cannot be returned.
配置表/产品不可退货。
- 10.1.3. Non-configured products (e.g., antennas and other accessories): a credit note shall be issued for the invoice amount reduced by fifty (50) percent.
非配置产品（例如天线及其他配件）：开具贷项凭单，发票金额应减少百分之五十（50%）。
- 10.1.4. Products that Kamstrup has purchased from third parties specially for Buyer cannot be returned.
Kamstrup 从第三方专门为买方购买的产品不能退货。

11.0 Liability, including product liability 责任，包括产品责任

- 11.1. The People's Republic of China ("PRC") rules of law in force at any time regarding product liability shall apply. Kamstrup's liability shall be limited in accordance with the remainder of this clause to the greatest extent permitted under PRC law.
适用于产品责任的有效中华人民共和国法律（“中国”）随时适用。在中国法律允许的最大范围内，Kamstrup 的责任应根据本条款的其余部分进行限制。
- 11.2. Kamstrup shall not be liable for any operating loss, loss of profits or revenues, loss of time, loss of data or any other similar indirect loss arising as a result of defective or non-conforming products.
对于因产品有缺陷或不合格而引起的任何运营损失，利润或收入损失，时间损失，数据损失或任何其他类似的间接损失，Kamstrup 概不负责。
- 11.3. Kamstrup's total liability towards the Buyer in respect of all losses or damages arising or in connection with this written contract whether in contract, tort (including negligence), breach of statutory duty, product liability or otherwise, shall only be limited to the price of the products mentioned in the applicable written contract or order confirmation.
Kamstrup 对买方的全部责任，包括因合同、侵权行为（包括过失）、违反法定义务、产品责任或其他原因引起的或与本合同有关的所有损失或损害，仅限于适用的合同或者书面订单确认书中提及的产品价格。
- 11.4. The limitations of liability shall not apply in case of gross negligence, wilful misconduct, or personal injury.
责任限制不适用于重大过失、故意的不当行为或人身伤害的情况。

12.0 Intellectual Property 知识产权

- 12.1. Kamstrup reserves all right, title and interest under applicable intellectual property laws in Intellectual Property in connection with the products. "Intellectual Property" means all intellectual property and/or proprietary rights, including without limitation all rights in inventions, patents, patent applications, domain names, and know how, for any product, process, method, machine, manufacture, design, composition of matter, or any new or useful improvement thereof, as well as copyrights, trademark, trade dress, trade names (whether registered or unregistered) and service mark rights, logos and all rights in trade secrets, computer software, data and databases, utility models, trade secrets and mask works.
Kamstrup 保留与产品相关的适用知识产权法律下的所有权利、所有权和权益。“知识产权”是指所有知识产权和/或专有权利，包括但不限于任何产品、工艺、方法、机器、制造、设计、物质成分或任何新的或有用的改进的发明、专利申请、域名和专有技术的所有权利，以及版权，商标、商业外观、商业名称（无论是已经注册或未注册）和服务商标权、商标和商业秘密、计算机软件、数据和数据库、实用新型、商业秘密和屏蔽作品的所有权利。
- 12.2. Buyer is not authorized to make any changes, additions, improvements, alterations, or modifications of any kind to the products. Kamstrup shall have and retain full right, title, and interest in any changes, additions, improvements, alterations, or modifications of any kind (whether or not authorized), to the products made by Buyer.
买方无权对产品进行任何更改、添加、改进、更改或修改。Kamstrup 对买方对产品所做的任何变更、添加、改进、更改或修改（无论是否经授权）均拥有并保留全部权利、所有权益和利益。
- 12.3. The name and logo "Kamstrup" is protected by trademark. No trademark license or right to use the name or logo is allowed unless agreed with Kamstrup in writing. "Kamstrup" 的名称和徽标均受商标保护。除非与 Kamstrup 达成书面协议，否则不得允许商标许可或使用名称或徽标的权利。

13.0 Environmental correct waste management 环保方式废物处理

- 13.1. In addition to any local applicable law, the Buyer must dispose of end-of-life products in an environmentally correct way, either by returning the products to Kamstrup A/S or its nominated affiliate (only if so agreed in writing) or by handing them over to the nearest certified disposal facility. End-of-life products can be returned to Kamstrup or its nominated affiliate free of charge. However, the Buyer must arrange and pay all the costs incurred for transporting them (including the processing of hazardous goods, if necessary). If the Buyer does not return the products to Kamstrup or its nominated affiliate, the Buyer is obliged to dispose of the products at its own expense. 除任何当地适用法律外，买方必须以环保的方式处理报废产品，将产品退回 Kamstrup 或其指定的关联公司

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（仅在 Kamstrup 书面同意的情况下），或将其移交至最近的经认证的废物处理场所。报废产品可以免费返还给 Kamstrup 或其指定的关联公司。但是，买方必须安排并支付运输这些货物所发生的所有费用（包括必要时危险货物的处理）。如果买方不将产品退回 Kamstrup 或其指定关联公司，买方则有义务自费处理这些产品。

14.0 Reservations for changes 保留更改

14.1. Kamstrup reserves the right to make changes to products, including products already ordered provided that such changes do not materially affect the functionality of the products.
Kamstrup 保留对产品（包括已订购的产品）进行更改的权利，前提是此类更改不会对产品的功能产生实质性的影响。

15.0 Force majeure 不可抗力

15.1. Kamstrup shall not be liable for any delay or non-performance of its obligations where such delay or non-performance is attributable to circumstances beyond Kamstrup's reasonable control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, pandemics, epidemics, or other similar crisis situations, natural disasters, currency restrictions, computer viruses, worms etc., import or export restrictions, breakdowns or disruptions in telecommunication, discontinuation of third-party network/communication services (including by loss of concession, dissolution, bankruptcy, or cease of business), or sunsets or replacements of networks and/or communication technologies, acts of government, inability to source components affecting the industry as a whole, as well as any similar conditions affecting a sub-supplier's performance vis-à-vis Kamstrup. If the effects of the relevant event continue for a period of more than three consecutive months, then either party shall be entitled to terminate the contract.
如果由于超出 Kamstrup 合理控制范围的情况下（包括但不限于劳资纠纷（包括全球和地方罢工和/或停工）、火灾、战争、暴动、内乱、恐怖主义行为、流行病或其他类似的危机评估、自然灾害、货币限制、计算机病毒、蠕虫等、进出口限制、电信故障或中断、第三方网络/通讯服务的中止（包括失去特许权、解散、破产或停业），或支持产品的网络和/或通信技术的逐步淘汰或更换，政府行为、影响整个行业的无法采购部件的情况以及任何影响分供商业绩的类似情况等）导致延迟或不履行其义务，Kamstrup 将不会对任何延迟或不履行义务承担任何责任。如果相关事件的影响持续的期间超过连续三个月，则任何一方有权终止合同。

15.2. If the price to Kamstrup of any raw material, component or transport solution (or a combination of these) increases by more than 10% from the date of Kamstrup's quotation/order confirmation up to the date of delivery of the products, then Kamstrup shall be entitled to add such in-

crease to the price to be paid by the Buyer for the products.

如果自 Kamstrup 报价单/订单确认之日起至产品交货日止，Kamstrup 面临的任何原材料、部件或运输解决方案（或其组合）的价格涨幅超过[10%]，则 Kamstrup 有权将等上涨部分计入买方就该等产品支付的价格。

16.0 Disputes 争议

16.1. The parties shall seek to settle any dispute arising out of or in connection with the contract, including disputes relating to the existence or validity of the contract ("Disputes"), through mediation administered by the-PRC Court in accordance with the People's Mediation Law in PRC in force at the time the request for mediation was submitted. The mediation shall take place in Shanghai, the People's Republic of China. This Clause 16.1 shall not be construed to mean that the parties have agreed to submit the Dispute to any Chinese courts, and shall not affect the validity of Clause 16.2.
双方应寻求通过中国法院根据提出调解请求时有效的《中华人民共和国人民调解法》进行调解，解决因本合同引起的或与本合同有关的任何争议，包括与本合同的存在或有效性有关的争议（“争议”）。调解将于中华人民共和国，上海，进行。本第 16.1 条不应解释为双方已同意向任何中国法院提交裁决书，也不应影响第 16.2 条的有效性。

16.2. If the mediation has not resulted in a settlement within 45 days of the request for mediation having been submitted by either party, then the Dispute shall be submitted for arbitration to China International Economic and Trade Arbitration Commission ("CIETAC") Shanghai Sub-Commission (Arbitration Center) which shall be conducted in accordance with the CIETAC's arbitration rules at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The arbitration shall take place in Shanghai. The language of the arbitration shall be English.
如果调解未能在任何一方提出调解请求后的 45 天内达成和解，则应将该争议须提交到中国国际贸易仲裁委员会上海分会（仲裁中心）按照仲裁申请时中国国际贸易仲裁委员会现行有效的仲裁程序规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。仲裁应在上海进行。仲裁语言应为英语。

16.3. The laws of PRC, excluding any choice of law rules, shall govern the contract and the settlement of disputes. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
本一般销售及交货条款及争议解决应受中国法律管辖，但不包括任何法律选择规则。《联合国国际货物销售合同公约》将不适用。