

Article 1. Definitions 第1条 定义

- 1.1 **UNIS:** The private company UNIS (Shanghai) Electronics Repair Co., Ltd. (佑涅士(上海)电子设备维修有限公司), established under the laws of People's Republic of China, with the address at 2nd Floor, 2nd Building, No. 188 Xinjun Ring Road, Minhang District, Shanghai.
UNIS: 指佑涅士(上海)电子设备维修有限公司, 一家根据中华人民共和国法律成立的私人公司, 地址: 上海市闵行区新骏环路188号2号楼2层。
- 1.2 **The Other Party:** Any natural or legal person with whom UNIS enters into an Agreement.
另一方: 指与UNIS签署的任何自然人或法人。
- 1.3 **Agreement:** The Agreement involving maintenance and/or repair and/or the sale and supply of industrial electronics.
协议: 指关于工业电子设备维护和/或维修和/或销售和供应的协议。
- 1.4 **Industrial Electronics:** All electronics used by the Other Party, on which UNIS has done repair work and/or replaced parts on, as well as the industrial electronics sold to the Other Party by UNIS.
工业电子设备: 指另一方使用的、经UNIS维修及/或更换零部件的所有电子设备, 以及UNIS出售给另一方的工业电子设备。
- 1.5 **Repair:** The repair work carried out by UNIS on industrial electronics for the benefit of the Other Party, in which the aim was to get the industrial electronics to function correctly again.
维修: 指UNIS为另一方之利益而对工业电子设备开展的维修工作, 目的是使该工业设备恢复正常运行。
- 1.6 **Replacement:** The replacement of parts by UNIS in order to ensure the correct functioning of the industrial electronics.
更换: 指UNIS为确保工业电子设备正常运行而更换零部件。
- 1.7 **Repair work:** Repairs and/or replacement, done by UNIS for the benefit of the Other Party.
维修作业: 指UNIS为另一方之利益而开展的维修和/或更换工作。
- 1.8 **Defect:** A defect observed by the Other Party and established by UNIS in the repair work carried out by UNIS and/or products supplied by UNIS.
瑕疵: 指另一方在UNIS开展的维修作业和/或UNIS供应的产品中发现的且因UNIS产生的瑕疵。
- 1.9 **Normal use:** The use of industrial electronics recommended by the manufacturer of industrial electronics. In case this is not described by the manufacturer, normal use is considered to be the use of industrial electronics as generally considered common, or how a reasonably acting user must use the industrial electronics.
正常使用: 指按工业电子设备制造商的建议使用工业电子设备。如制造商未提出相关建议, 则正常使用是指按普遍认为常规的方式或行事合理的用户使用工业电子设备的方式使用工业电子设备。
- 1.10 **Warranty period:** The warranty period stated by UNIS to be applicable on the repair or the delivered product.
保修期: 指UNIS规定的适用于维修或交付产品的保修期。

Article 2. General 第2条 总则

- 2.1 Only these General Terms and Conditions shall apply to all offers and/or quotations (hereinafter called Offers) of and on all Agreements concerning maintenance and/or repair work and/or sales of industrial electronics by UNIS.
只有本《一般条款和条件》适用于以UNIS对工业电子设备的维护和/或维修作业和/或销售为标的的所有协议的所有相关要约和/或报价(以下简称“要约”)。
- 2.2 The general terms and conditions of the Other Party and other terms differing from the UNIS terms are explicitly rejected by UNIS, unless these were accepted expressly and in writing by UNIS.
UNIS明确拒绝另一方的其他条款和条件以及其他与UNIS条款不一致的条款, 除非UNIS另行以书面形式明示接受。
- 2.3 If any provision or any part of any provision of these Terms and Conditions should for any reason become invalid, as a whole or in part, this shall not affect the validity of the remaining provisions of these Terms and Conditions, or of the remaining portion of the relevant provision.
如果本《一般条款和条件》中的任何条款或任何条款的任何部分因故(无论任何原因)完全或部分无效, 本《一般条款和条件》的其余条款或相关条款的其余部分的有效性不受影响。
- 2.4 These General Terms and Conditions shall also apply to Agreements with and/or contracts awarded to UNIS, for which execution UNIS will have to assign third parties.
本《一般条款和条件》同样适用于与UNIS签署的协议和/或UNIS中标的、但UNIS须委托第三方履行的协议和/或合同。
- 2.5 If UNIS doesn't always insist on strict compliance with the Terms and Conditions, that does not mean that its provisions do not apply, or that UNIS would lose the right, fully or partly, to require strict compliance with the provisions of these Terms and Conditions in other cases.
如果UNIS未总是坚持要求严格遵守本《一般条款和条件》, 不表示本《一般条款和条件》的规定不适用, 也不表示UNIS完全或部分丧失在其他情况下要求严格遵守本《一般条款和条件》的权利。

Article 3. Offers and conclusion of the Agreement 第3条 要约和缔约

- 3.1 All offers by UNIS are obligation free and non-binding for UNIS. Agreements, including changes or cancellations thereof, shall only become binding for UNIS when these have been confirmed by UNIS in writing. The Other Party is bound by its contract or order, whether or not UNIS confirms the Agreement in writing.
UNIS做出的所有要约均不产生任何义务, 对UNIS也不具约束力。所有协议(包括其变更或解除)只有在经UNIS书面确认后才对UNIS具有约束力。但另一方应受其合同或订单约束, 无论UNIS是否以书面形式确认协议。
- 3.2 All specifications provided by UNIS with the offer, are obligation free and subject to change without prior notice; these will only become binding on UNIS once they become part of an Agreement, or as soon as UNIS has stated this in writing.
UNIS随要约提供的所有规格均不产生任何义务, 如有变更, 恕不另行通知。上述规格只有在成为协议组成部分或经UNIS书面说明后才对UNIS具有约束力。
- 3.3 UNIS shall at all times have the right to refuse contracts and/or orders or to subject the execution and/or supply to further conditions.
在任何时候, UNIS均有权拒绝任何合同和/或订单或对签约和/或供应设定其他条件。
- 3.4 If the Other Party doesn't accept the offer, UNIS shall be entitled to charge the Other Party for the cost of returning the industrial electronics.
如果另一方不接受要约, UNIS有权向另一方收取退还工业电子设备的相关费用。

Article 4. Execution of the Agreement 第4条 签约

- 4.1 UNIS endeavours to carry out the Agreement as well as possible and within the time limit or limits referred to in the Agreement. UNIS is always subject to the availability of parts. If (timely) execution should prove not to be possible, UNIS will inform the Other Party as soon as possible. UNIS will not be in default by the mere expiry of the time limit or limits referred to in the Agreement.
UNIS会在协议规定的期限内尽力履行协议。但UNIS的履约情况取决于零部件是否有货。如确认无法(及时)履约, UNIS将尽快通知另一方。不得仅以超出协议规定期限为理由认定UNIS违约。
- 4.2 Should execution of the Agreement prove to be impossible, UNIS shall be entitled to dissolve the Agreement without being liable for damages towards the Other Party. The Other Party shall not owe UNIS any fee, and costs incurred by UNIS shall remain that of UNIS, with the exception of emergency charges.
如确认无法履约, UNIS有权解除协议, 且无须对另一方承担损害赔偿。另一方不得拖欠UNIS任何费用, UNIS产生的费用由UNIS自行承担, 但加急费用除外。

- 4.3 UNIS is not obliged to follow the instructions of the Other Party in the execution of its services. This applies in particular, but not exclusively, for instructions that would amend or supplement the content or scope of the agreed services. If, however, UNIS should heed such instructions, the Other Party shall reimburse the related work carried out by UNIS in accordance with the usual UNIS rates.
UNIS在执行服务时无义务听从另一方的指示。本协议规定尤其针对、但不仅仅针对要求修改或补充约定服务内容或范围的指示。但若UNIS须听从该指示, 另一方应根据UNIS的常规收费标准对UNIS据此开展的相关工作支付酬劳。

Article 5. Prices 第5条 价格

- 5.1 All UNIS prices quoted in the offer of products or services are, unless expressly stated otherwise and/or agreed, expressed in CNY and excluding of VAT.
UNIS在产品或服务要约中的所有报价均以人民币为单位, 不包含增值税, 除非另有明示规定和/或另行约定。
- 5.2 Unless agreed otherwise, UNIS will charge its usual prices for the products sold by UNIS, and the work carried out by UNIS.
除非另有约定, UNIS将按其常规价格对其出售的产品及开展的工作进行收费。
- 5.3 Unless agreed otherwise, UNIS will charge a fixed price for repairs. If this fixed price is deviated from, UNIS will charge its usual prices in arrears (based on actual hours worked and materials used).
除非另有约定, UNIS将按固定价格收取维修费。如不采用固定价格, UNIS将于事后按常规标准收费(按实际工作时间和使用的材料计收)。
- 5.4 In case of urgent orders, UNIS will charge emergency fees in addition to its usual price.
加急订单除常规收费以外, UNIS还会另行收取加急费。
- 5.5 UNIS has the right to alter all prices quoted in the offer of products or services at any time.
UNIS有权随时调整产品或服务要约中的各个报价。
- 5.6 UNIS has the right in case of cost increases between the time of the conclusion of the Agreement and the full compliance thereof, and regardless of the foreseeability thereof, to increase the price accordingly in such a way that such a cost increase will be completely absorbed. Cost increases include, but not exclusively, cost increases arising from increases or changes in wages, expenses, taxes, duties, fees, freight, levies, prices for raw materials and energy, as well as exchange rate fluctuations, increases in the fees charged by the suppliers or legislative changes.
如在协议签署后、但尚未完全履行完毕前发生成本上涨的情况, 无论该情况是否可预见, UNIS有权相应提高价格, 以充分弥补成本涨幅。上述成本上涨包括但不限于因工资、支出、税金、关税、手续费、运费、征收额、原材料和能源价格增加或变动、汇率波动、供应商收费提高或立法变更而引起的成本上涨。
The Other Party has the right to cancel the Agreement for the part not yet executed, within five days after UNIS informed him of such a price increase, except to the extent that the price increase is the result of a statutory provision.
UNIS通知另一方涨价后, 另一方有权在五日内解除协议中尚未履行的部分, 按法定条款之规定引起的涨价情况除外。
- 5.7 If the execution of the Agreement by UNIS takes more time or incurs more costs than could reasonably be expected, because more expensive parts are needed for the repair or if the Other Party has supplied incorrect information or because he made changes to the original Agreement after the conclusion of the Agreement, UNIS shall be entitled to increase the agreed price by a reasonable amount.
如果因维修所需的零部件价格超过合理预期, 或另一方提供的信息错误, 或另一方在协议签署后变更原始协议, 从而导致UNIS为履约而花费的时间或成本超过合理预期, UNIS有权在合理范围内提高约定价格。
- 5.8 The Agreement entitles UNIS to charge separately for work done additionally by UNIS.
按协议, UNIS有权对其额外开展的工作另行收费。

Article 6. Payment 第6条 付款

- 6.1 UNIS is entitled to invoice during the term of the Agreement. In addition, UNIS is entitled to require a deposit or prepayment of the (expected) price at the conclusion of the Agreement. The Other Party cannot assert any right regarding the execution of the Agreement before the stipulated advance payment has been made.
UNIS有权在协议期限内开具发票。此外, UNIS还有权要求另一方在协议签署时支付保证金或预付(预期)价格。在付清规定的预付款之前, 另一方不得对履约主张任何权利。
- 6.2 Payment of the invoices sent by UNIS must be made within thirty days after the invoice date, unless specified otherwise on the invoice, or expressly agreed otherwise.
UNIS开具的发票必须在发票日期后三十天内支付, 除非发票上另有明确规定或另有明示约定。
- 6.3 The Other Party is obliged to report inaccuracies in provided or listed payment data to UNIS without delay.
一旦发现提供或列出的付款数据有任何错误, 另一方有义务立即向UNIS报告。
- 6.4 If the Other Party fails to pay any amount due by him in time, he shall legally be in default without further notice of default being required, and he shall owe interest at the rate of 0.01% per day on the invoice amount, with effect from the date on which he is in default until the moment of payment of the full amount.
如果另一方未能及时支付任何到期款项, 应依法承担违约责任, UNIS无须另行发送违约通知, 每逾期一日, 另一方应按发票金额的0.01%支付利息, 直至全额付清欠款。
- 6.5 All judicial and extrajudicial collection costs associated with the collection of any claim on the Other Party, shall be at his expense.
因向另一方索赔而产生的所有法律费用和非法律费用均由另一方承担。
- 6.6 Payments by or on behalf of the Other Party shall be applied consecutively to cover the due court costs, payable interest and thereafter in order of age, the outstanding principal amounts, regardless of contrary indications by the Other Party.
另一方支付或他人代另一方支付的款项应优先用于抵付到期的诉讼费和应付利息, 然后再按时间先后抵付拖欠的本金, 无论另一方是否有与此相悖的指示。
- 6.7 The Other Party shall not be allowed to withhold its payment obligation (or obligations) towards UNIS, to settle and/or to compensate this with a claim by the Other Party on UNIS, on whatever account, without express consent by UNIS.
另一方不得擅自停止履行其向UNIS付款的义务, 或用另一方对UNIS提出的索赔抵消和/或偿还其付款义务, 无论出于任何原因, 除非经UNIS明示同意。
- 6.8 The transferability of claim rights of the Other Party arising from the Agreement is expressly excluded.
双方明示约定, 另一方因协议产生的索赔权不可转让。

Article 7. Delivery and risk 第7条 交付和风险

- 7.1 The products to be supplied by UNIS shall be deemed as delivered at the time the goods leave the UNIS factory or the warehouse; as well as – if it is agreed that the products are collected – at the time when the Other Party is informed that the goods are ready for collection at UNIS.
UNIS供应的产品在离开UNIS工厂或仓库时即认定已交付。若双方约定由另一方到UNIS处取货, 则当UNIS通知另一方产品已在UNIS处准备就绪可以取货时认定已交付。
- 7.2 After delivery as referred to in the preceding paragraph, the products are for the account and risk of the Other Party, also when UNIS is responsible for the transport, unless expressly agreed otherwise. UNIS is entitled to charge shipping costs to the Other Party, as a whole or in part. Shipping costs for urgent deliveries are entirely accountable to the Other Party.
按上述条款之规定交付完毕后, 产品的相关费用及风险则转由另一方承担, 即使由UNIS负责运输, 除非另有明示约定。UNIS有权向另一方收取全部或部分运费。如加急交付, 则运费全部由另一方承担。

- 7.3 UNIS determines the shipping method to meet its delivery obligations. If the Other Party should give certain directions, complying with this shall be entirely at the expense and risk of the Other Party. The shipping and delivery costs shall be borne by the Other Party. 具体的运输方式由UNIS根据其交付义务予以确定。如果另一方有任何相关指示, UNIS为服从该指示而产生的所有费用和风险均由另一方承担。运输及交付费用应由另一方承担。
- 7.4 The Other Party is obliged to accept or to collect the products at the first presentation. If the Other Party fails to fulfil this obligation, UNIS has the right to set a term of at least eight days. If the Other Party also doesn't collect or accept within that term, all consequences shall be borne by the Other Party, including storage costs. In particular, UNIS shall in that case be entitled to cancel the Agreement and/or to claim damages. 另一方有义务在UNIS货物初次到达时即对产品进行验收或取货。如果另一方未能履行该义务, UNIS有权设定一个至少八天的宽限期。如果另一方在上述宽限期内仍未取货或验收, 由此产生的所有后果均由另一方承担, 包括仓储费。除此之外, UNIS有权解除协议且/或提出索赔。
- Article 8. Exchange 第8条 换货**
- 8.1 At the request of and/or in consultation with the Other Party, UNIS can forward an overhauled part to the Other Party to replace a defective part of the Other Party. UNIS will in principle charge the usual selling price of the part. After receipt of the defective part from the Other Party, UNIS can credit the Other Party with the difference between the sales price of the replacement part and the exchange price of the defective part (hereinafter referred to as the Exchange correction). 当另一方提出要求和/或与另一方协商一致时, UNIS可向另一方发送翻修件用于替换另一方的瑕疵件。原则上, UNIS将按该零部件的常规售价收费。在收到另一方发出的瑕疵件后, UNIS可将替换零部件的售价与瑕疵件交易价之间的差额退还给另一方(以下简称“换货补救”)。
- 8.2 The Other Party is entitled to the Exchange correction if the defective part is returned to UNIS within one month after the conclusion of the Agreement, and the defective part can reasonably be repaired by UNIS, at UNIS's discretion. 如果另一方在协议签署后一个月内将瑕疵件退还给UNIS, 且UNIS认定该瑕疵件可合理修复, 则另一方有权获得换货补救。
- 8.3 The exchanged defective parts become the property of UNIS. The delivery of the defective part to the locations designated by UNIS shall be binding and decisive for the transfer of ownership. 换下来的瑕疵件属于UNIS的财产。另一方有义务将瑕疵件交付到UNIS指定地点, 交付到指定地点后所有权才发生转移。
- 8.4 In submitting a defective part, the Other Party declares that he has the right of ownership on the defective part, that the defective part is free of any lien or any surety law, that the property is not burdened by the rights of third parties and that the Other Party is entitled to have the defective part. 在提交瑕疵件时, 另一方须声明其拥有瑕疵件的所有权, 瑕疵件不存在任何留置权和任何权利负担, 不受任何第三方权利约束, 且另一方有权持有瑕疵件。
- 8.5 UNIS reserves the right on the valuation of the repair cost on the defective part. Whether and to what extent the defective part is repairable shall only be at UNIS's discretion. UNIS保留对瑕疵件维修费的定价权。瑕疵件是否可修复、可修复到什么程度均由UNIS单方判定。
- 8.6 UNIS can decide not to repair a defective part and simply send a replacement part. In that case, UNIS shall only charge the repair price of the defective part. This possibility is only at UNIS's discretion. UNIS有权决定对瑕疵件不予维修, 而是直接发送一个替换件。这种情况下, UNIS将只按瑕疵件的维修价格收费。具体是否可采用这种方法由UNIS单方决定。
- Article 9. Complaints 第9条 投诉**
- 9.1 The Other Party is obliged to have the products, delivered or repaired by UNIS, examined immediately after delivery. 当UNIS交付订购产品或返修产品后, 另一方有义务立即对UNIS交付的产品进行检查。
- 9.2 With externally observable defects or damage to the packaging and/or related products, the Other Party should inform UNIS of the nature and extent of the damage in writing and with reason, within 10 days after delivery. Immaterial deviations in design, such as small colour differences, or small material defects such as scratches, shall never form the basis of a complaint. 如果包装和/或相关产品的外部有明显的瑕疵或损坏, 另一方应在交付后10日内以书面形式将损坏的类型、程度及原因告知UNIS。如果是因设计上的非实质性偏差(例如微小色差)或微小的实质性瑕疵(例如划伤)而引起, 则不能作为投诉的依据。
- 9.3 Complaints concerning defects that are not externally observable, must be made to UNIS in writing, within 10 days after discovery, but at least before expiry of the applicable warranty period. 如对外观不明显的瑕疵提出投诉, 则必须在发现瑕疵后10日内(但必须在适用的保修期开始前)以书面形式向UNIS提出。
- 9.4 If the Other Party doesn't submit a complaint within the applicable time limit or in the required manner, the delivered goods shall be deemed to be accepted and approved unconditionally by the Other Party, and any claim against UNIS will be void. 如果另一方未在规定期限内以规定的方式提出投诉, 则认定另一方无条件接受并认可交付的货物, 之后针对UNIS提出的任何索赔均无效。
- 9.5 A complaint concerning a specific delivery or manner of service shall never postpone the payment obligations of the Other Party. 如果对具体的交付内容或服务方式提出投诉, 另一方的付款义务不受影响。
- 9.6 If it should transpire that a complaint was unfounded, the resulting costs, including the inspection costs on the part of UNIS and the shipping costs, shall all be borne by the Other Party. 如果发现投诉的情况并不存在, 相应的费用(包括UNIS的检验费和运输费)应由另一方承担。
- Article 10. Warranty 第10条 保修**
- 10.1 During the warranty period, UNIS guarantees the soundness of the products it delivered and the repair work carried out by it. If the Other Party should be of the opinion that there is a defect in the products delivered or repair work carried out by UNIS, the Other Party shall inform UNIS in accordance with the provisions of Article 9.1 to 9.6. 在保修期内, UNIS保证其交付的产品及开展的维修作业完好、完善。如果另一方认为UNIS交付的产品或开展的维修作业存在瑕疵, 另一方应根据第9.1-9.6条之规定告知UNIS。
- 10.2 The Other Party must in that case, after consultation with UNIS, send the defective products to UNIS for inspection, at its own expense, under penalty of cancellation of the warranty. 在上述情况下, 另一方必须先与UNIS进行协商, 达成一致后由另一方自费将瑕疵品发往UNIS进行检验, 否则保修无效。
- 10.3 UNIS's warranty obligation includes either the repair of the defects or the replacement of defective parts or products, or redoing the services again, or the total or partial cancellation of the Agreement and pro rata crediting, all of this to UNIS's sole discretion or decision. UNIS has the right to go back to a previously made decision. UNIS的保修义务包括修复瑕疵、更换瑕疵件或瑕疵品、重新开展服务、解除整份协议或其中一部分并按比例退款, 具体由UNIS单方决定。UNIS有权撤销之前的决定。
- 10.4 The warranty only applies in respect of repairs if the defects are solely or predominantly caused by errors made by UNIS during the performed repairs. 就维修而言, 保修仅适用于瑕疵完全或主要是由UNIS在维修过程中发生的错误而造成的情况。
- 10.5 The warranty on parts that are not manufactured or not repaired by UNIS, is limited to the warranty which UNIS obtains from its subcontractor or processor, or to the usual industry warranty. 对于非UNIS制造或维修的零部件, 保修范围仅限于UNIS从其分包商或加工商处获得的保修或常规的行业保修。
- 10.6 Small imperfections or damage, such as small colour differences or scratches that do not affect the functional properties of the defective products, do not fall under the warranty. 不影响瑕疵品功能性的微小缺陷或损坏(例如微小的色差或划伤)不属于保修范围。
- 10.7 Every entitlement to the warranty expires: 下列情况不适用保修:
a. If it is plausible that a defect was caused by the careless or improper way in which the Other Party has handled the product; 如果明显因另一方在处理产品过程中疏忽大意或处理不当而引起瑕疵;
b. If repairs were carried out by the Other Party or third parties and/or additional or replacement parts were mounted or changes have been made to the industrial electronics; 由另一方或第三方开展维修, 且/或安装附加或替换零部件, 或工业电子设备经改造;
c. If instructions and guidelines for maintenance, use, installation etc, given by the manufacturer, supplier and/or UNIS, have not been respected correctly or timely by the Other Party. 另一方未适当且及时遵守制造商、供应商和/或UNIS对维护、使用、安装等方面提出的指示和指导。
- 10.8 No right to a warranty exists: 当发生下列情况时, 保修无效:
a. when the defect is the result of wear and tear under normal use; 因正常磨损而产生瑕疵;
b. If the defect is caused by incorrect adjustments, incorrect parameter settings or by malicious software or firmware; 因调节不当、参数设置错误、恶意软件或固件而产生瑕疵;
c. If the defect is the result of climatic influences, such as (but not limited to) lightning, water damage, pollution, corrosion, gases and vapours; 因气候影响而产生瑕疵, 例如(但不限于)闪电、水灾、污染、腐蚀、气体和蒸汽;
d. In case of glass breakage, screen breakage or a similar situation; 玻璃破裂、屏幕破裂或其他类似情况;
e. In case of damages caused by normal wear and tear, such as (but not limited to) touch screens and other controllable parts of the industrial electronics, as well as fans and other mechanical components. 因正常磨损而产生损坏, 例如(但不限于)工业电子设备的触摸屏和其他可控零件、风扇和其他机械部件。
- 10.9 The warranty and any liability of UNIS shall never cover: UNIS的保修和赔偿范围不包括:
a. Compensation for damage caused by the breakage or malfunction of components of the industrial electronics; 因工业电子设备损坏或故障而导致的损害;
b. Compensation for damage to cables, connectors, batteries and other consequential damage to similar products; 电缆、接头、电池和其他类似产品的间接损害;
c. Compensation for damage caused by loss of software and data as a result of the repair work; 因维修作业引起的软件和数据损失而导致的损害赔偿;
d. Compensation for damage caused by or as a result of the provisions of Article 10.7 and 10.8. 因第10.7、10.8条规定之原因而导致的损害。
- 10.10 A warranty claim honoured by UNIS does not imply that UNIS accepted liability for damage suffered. Article 13 is fully applicable during the warranty period. 即使UNIS支付了保修索赔, 不表示UNIS承认对另一方遭受的损害负有赔偿责任。第13条之规定在保修期内完全适用。
- Article 11. Retention of title 第11条 保留所有权**
- 11.1 All products supplied by UNIS remain the property of UNIS right up to the moment of full payment of everything owed to UNIS under the Agreement (or Agreements) with the Other Party. This also includes interest and costs and claims due to failure of the Other Party in his compliance with the Agreement. Ownership will furthermore only be passed on to the Other Party when he has also paid all claims by UNIS based on other supplies or repairs. UNIS供应的所有产品在另一方按协议向UNIS付清所有欠款之前仍属于UNIS的财产, 包括因另一方未遵守协议而产生的利息、费用和索赔。除了上述费用以外, 另一方还须付清UNIS针对其他供货或维修而提出的全部索赔, 只有付清后产品所有权才转移给另一方。
- 11.2 The Other Party is obliged to store the supplied and/or provided goods separately and to clearly mark it as being UNIS's property. If the Other Party doesn't comply with this obligation, it is expected that all goods of the kind made available or delivered by UNIS, present at the Other Party, belong to UNIS. 另一方有义务单独存放UNIS供应和/或提供的货物, 并清楚标注为UNIS财产。如果另一方不履行上述义务, UNIS提供或交付的、处于另一场地的所有货物均归属UNIS。
- 11.3 The Other Party is obliged to keep goods delivered by UNIS insured against the usual hazards (including fire, explosion, water damage and theft). All claims of the Other Party on its insurer (or insurers) will be pledged to UNIS by the Other Party as multiple security for UNIS's claims on the Other Party, as soon as UNIS informs the Other Party that this is required. 另一方有义务针对常规风险(包括火灾、爆炸、水灾和盗窃)为UNIS交付的货物投保。一旦UNIS有所要求, 另一方应将其对保险公司的理赔权质押给UNIS, 作为UNIS对另一方索赔的多重担保。
- 11.4 The Other Party, outside its normal operations, is not entitled to dispose of products falling under the retention of title, to rent it to third parties, give it in use, to pledge or otherwise encumber the products for the benefit of third parties, as a whole or in part. At the infringement of this, that which is payable to UNIS by the Other Party, regardless of the payment terms, shall immediately become payable in full. UNIS is irrevocably authorised by the Other Party to take back the products delivered under retention of title, without any judicial intervention, summons and/or notice. The Agreement is not terminated by the repossession by UNIS, unless UNIS informs the Other Party to this effect. In case of resale, the Other Party assigns all rights arising therefrom on the collection of claims in its own name to UNIS, at the conclusion of the Agreement. 除用于正常经营活动以外, 另一方无权擅自处置UNIS保留所有权的产品, 无权将该产品出租给第三方或供第三方使用, 也无权为第三方之利益抵押该产品或对其设置其他权利负担, 无论是全部还是部分。一旦另一方违反上述任何规定, 另一方应向UNIS支付的所有款项(无论付款期限为何)应立即全额支付。另一方以不可撤销的方式授权UNIS收回其交付的并保留所有权的产品, 无须任何司法干预、传唤和/或通知。协议不因UNIS收回产品而解除, 除非UNIS通知另一方解除。产品收回再出售时, 另一方应在签署协议时将因其上述违约行为而产生的自身名义下的所有索赔权转让给UNIS。
- 11.5 Without prejudice to its other rights, UNIS is irrevocably authorised by the Other Party, if the Other Party fails to fulfil its obligations towards UNIS, to enter the Other Party's location and to take back the goods owned by UNIS, without any notice of default or judicial intervention being required.

在不影响UNIS任何其它权利的原则下，另一方以不可撤销的方式授权UNIS在另一方未向UNIS履行义务时进入另一方的场地，收回归UNIS所有的货物，无须发出违约通知，也无需司法干预。

- 11.6 In case of seizure, (temporary) suspension of payments or bankruptcy the Other Party shall immediately inform the executing bailiff, administrator or curator of UNIS's (proprietary) rights. UNIS must be informed of such circumstance without delay.
如果另一方被查封、(暂停)停止支付到期债务或破产，另一方应立即通知UNIS的执行官、执行人员或UNIS(所有权)的经理人。一旦发生上述情况，另一方必须在第一时间通知UNIS

Article 12. Termination of the Agreement 第12条 解除协议

- 12.1 The Other Party shall in no event be entitled to cancel the Agreement unilaterally. Interim termination of the Agreement is only possible if this has been explicitly agreed between the parties.
在任何情况下，另一方均无权单方解除协议。只有当双方明确达成一致时，才能临时解除协议。
- 12.2 If the Other Party has already received deliveries or services at the time of the termination of the Agreement in the execution of the Agreement, the performance and the related payment obligation shall not be reversible. In addition, the Other Party shall be obliged to accept parts and/or materials already ordered by UNIS. In such a case, UNIS shall also be entitled to require the Other Party to reimburse the profits lost by UNIS.
在协议执行期间，如果另一方在协议解除前已收到交付物或已接受服务，相关付款义务仍须履行。此外，另一方还有义务接受UNIS已订购的零部件和/或材料。这种情况下，除了上述规定以外，UNIS还有权要求另一方赔偿其由此蒙受的利润损失。

Article 13. Liability 第13条 赔偿责任

- 13.1 UNIS shall – except in cases of intent and/or gross negligence on its side – not be liable other than to comply with its warranty obligations (as described in article 10).
除了履行保修义务(参见第10条)以外，UNIS无须承担任何其他赔偿责任，除非索赔事由是因UNIS故意行为和/或重大过失造成的。
- 13.2 In addition, UNIS shall not be liable for damage to (parts of) the industrial electronics due to:
此外，如果工业电子设备(或其任何部分)因以下原因而受损，UNIS无须对此承担赔偿责任：
a. Incorrect adjustment, misuse, intent or serious negligence on the part of the Other Party;
另一方调节不当、使用不当、故意行为或重大过失；
b. Normal wear and tear;
正常磨损；
c. Late replacement of parts and/or overdue maintenance;
未及时更换零部件和/或进行维护；
d. Climatic influences, such as (but not limited to) lightning, water damage, pollution, corrosion, gases and vapours.
气候影响，例如(但不限于)闪电、水灾、污染、腐蚀、气体和蒸汽。
- 13.3 The Other Party is obliged to indemnify UNIS and its staff in respect of all claims by third parties and all the related financial implications associated with the Agreement concluded by UNIS with the Other Party, including infringement of patents, trademarks or rights of use, trade models and/or other rights of third parties, unless there is intent or gross negligence on the part of UNIS.
另一方有义务就第三方提出的所有索赔以及与UNIS和另一方之间签署的协议相关的所有财务问题对UNIS及其员工做出赔偿，包括侵犯第三方的专利、商标或使用权、贸易模型和/或其他权利，除非是因UNIS的故意行为或重大过失而造成的。
- 13.4 If UNIS should be liable for any damage, then its liability is always limited to compensation for direct damage and up to a maximum of the invoice amount of the relevant products and/or services.
如果UNIS须承担任何损害赔偿责任，在任何情况下，赔偿范围仅限于直接损失，且赔偿金额最高不得超过相关产品/或服务的发票金额。
- 13.5 UNIS is not liable for indirect damage, including consequential damages, lost profits, lost savings, non-material damage, business or environmental damage or pure property damage.
UNIS无须对任何间接损失承担赔偿责任，包括后果性损失、利润损失、节约的损失、非物质损失、业务损失、环境损害和纯财产损失。
- 13.6 UNIS shall never be liable to the Other Party for the loss or otherwise damage to information stored on data carriers or information that forms part of software, located in or part of the electronics presented by the Other Party for repair.
在任何情况下，UNIS均无须就存储在数据载体上的信息或构成软件组成部分的信息(位于另一方提交维修的电子设备或其任何部分中)的损失或其他损害对另一方承担任何赔偿责任。
- 13.7 Without prejudice to the limitation and exclusion of liability as stated already, UNIS's liability in all cases, regardless of the basis for the liability, shall be limited to the amount for which actual coverage exists under its liability insurance.
在不影响上述赔偿责任的限额及例外情况的原则下，在任何情况下，UNIS的赔偿责任(无论基于任何依据)不得超过UNIS责任保险项下规定的实际保额。
- 13.8 Pursuant to this article, UNIS shall be free to decide whether it will offer the Other Party replacement compensation or whether it will proceed with replacement or repair.
根据第13条之规定，UNIS有权自行决定是否向另一方提供换货补偿、是予以换货还是维修。

Article 14. Suspension and termination of the Agreement 第14条 暂停履约和解除协议

- 14.1 The Other Party shall only be entitled to terminate the Agreement due to a liable failure in the fulfilment of the Agreement if UNIS fails to fulfil essential obligations under the Agreement, always after a detailed written notice of default, and after UNIS was given a reasonable period for remedying the failure.
如果UNIS未履行协议项下的基本义务，另一方须先发送详细的书面违约通知并给UNIS一个合理的补救期，如果UNIS在该补救期后仍未能纠正上述违约行为，从而导致无法履约，另一方才有权解除协议。
- 14.2 UNIS may either suspend the execution of the Agreement for a period not exceeding six months, or terminate the Agreement as a whole or in part without notice and without judicial intervention, without being held liable to pay any compensation or guarantee and without prejudice to its other rights, in the following cases:
在下列情况下，UNIS可在一段时间内暂停履约，但时间不得超过6个月，同时也可解除协议或其中任何部分，无须通知，也无须司法干预，并且UNIS对此无须承担任何赔偿责任或做出任何保证，也不影响UNIS其他权利：
a. If the Other Party doesn't comply, complies late or unsatisfactorily with any of its obligations under the Agreement or a related Agreement with UNIS;
另一方未履行、延迟履行或未按规定履行其在协议或与UNIS签署的相关协议项下的任何义务；
b. If there are good reasons to fear that the Other Party is not or will not be able to meet its obligations to UNIS and has not complied with a written summons by UNIS within the stated period;
合理怀疑另一方无法或将无法向UNIS履行义务，或在规定期限内未履行UNIS的书面催告；
c. If, at the conclusion of the Agreement, the Other Party has been asked to provide collateral for the fulfilment of his obligations resulting from the Agreement, and this collateral is not provided or insufficient;
另一方在签署协议时被要求提供履约担保，但另一方未提供或提供的担保不足；

- d. In case of bankruptcy, (provisional) suspension of payments, application of legal debt restructuring arrangement for natural persons, suspension, liquidation or transfer, as a whole or in part – whether or not as collateral – (of the company) of the Other Party, including the transfer of a significant part of its receivables.
另一方(另一方公司)破产、(暂停)停止支付到期债务、依法申请债务重组安排(适用于自然人)、停业、清算或转让(无论全部还是部分，无论是否用作担保)，包括转让绝大部分应收账款。
- 14.3 During the suspension, UNIS is entitled and at the end thereof, obliged to opt for either execution or complete or partial dissolution of the suspended Agreement.
在暂停履约期间，UNIS有权选择继续履行协议或解除协议或其中一部分，当暂停期结束时，UNIS有义务做出履约或解除选择。
- 14.4 In the event of suspension or dissolution, the agreed price becomes immediately due and payable, less the terms already complied with, and of the costs saved by UNIS as a result of the suspension.
当协议暂停或解除时，另一方应立即支付约定价格，但可扣除UNIS因暂停履约而节省的费用，前提是另一方已适当履行相关条款

Article 15. Force Majeure 第15条 不可抗力

- 15.1 In case of force majeure, UNIS is entitled – at its discretion – to either suspend the execution of the Agreement for the duration of the force majeure, or to dissolve the Agreement, as a whole or in part, without judicial intervention and without UNIS being liable for any compensation. During the suspension, UNIS is entitled and at the end thereof, obliged to opt for either execution or complete or partial dissolution of the Agreement.
如果发生不可抗力，UNIS有权自行决定在不可抗力持续期间暂停履约，或直接解除协议或其中一部分，无须司法干预，UNIS也无须对此承担任何赔偿责任。在暂停履约期间，UNIS有权选择继续履行协议或解除协议或其中一部分，当暂停期结束时，UNIS有义务做出履约或解除选择。
- 15.2 Force majeure means any circumstance independent of the will of UNIS – even though this was foreseeable already at the time of the conclusion of the Agreement – that prevents the performance of the Agreement, either permanently or temporarily or objectionable, as well as, as far as not already understood, war, strike, accidents, flood, short supply of material, equipment, work materials, lack of work forces and other similar events and/or serious disturbances in UNIS's company or that of one of its suppliers. All this applies regardless of whether the circumstances which cause the force majeure occur in the Netherlands or in another country.
不可抗力指超出UNIS控制范围(即使在签署协议时可预见)且会妨碍履约(永久、暂时)或令人反感的情况，包括但不限于战争、罢工、事故、水灾、材料、设备或工件短缺、劳动力不足及其他类似事件和/或在UNIS公司或其任何供应商公司造成严重干扰的情况，无论导致上述不可抗力原因情况发生在荷兰还是任何其他国家。

Article 16. Intellectual property 第16条 知识产权

- 16.1 All (information contained in) offers, designs, equipment, models, tools, pictures, software, drawings etc. and the related rights of industrial and intellectual property or the equivalent rights are and remain the property of UNIS, even though the Other Party will be charged for the manufacture thereof.
所有要约、设计、设备、模型、工具、图片、软件、图纸等(其中包含的信息)以及工业产权、知识产权或同等权利均属于且仍属于UNIS的财产，即使UNIS向另一方收取制作费。
- 16.2 The Other Party will ensure that these will not, be it as a whole or in part, be copied, passed on to third parties or made available for inspection, and that its contents will not be disclosed to third parties, unless prior written permission has been granted by UNIS.
另一方应确保不会复制上述信息(无论是全部还是部分)或将其交由第三方或检验，也不会向任何第三方披露上述信息的内容，除非事先经UNIS书面许可。
- 16.3 The Other Party shall only obtain the usage rights associated with these General Terms and Conditions and expressly granted by the law. A right to use to the Other Party is non-exclusive, not subject to transfer to third parties and not sublicensable.
另一方仅享有与本《一般条款和条件》相关的、法律明示授予的使用权。另一方的使用权为非排他、不可转让且不可转授。
- 16.4 UNIS in no way guarantees that the products or services delivered to the Other Party will not infringe on any written or unwritten intellectual and/or industrial property right of third parties.
UNIS不保证其交付给另一方的产品或服务不会侵犯任何第三方的书面或非书面知识产权和/或工业产权。

Article 17. Applicable law and disputes 第17条 适用法律和争议

- 17.1 This General Terms and Conditions is drafted in both English and Chinese. Should any conflict between the English version and the Chinese version arise, the Chinese version shall prevail.
本《一般条款和条件》以中英文起草，如中英文文本互相冲突，以中文文本为准。
- 17.2 UNIS reserves the right to change the General Terms and Conditions unilaterally. The Other Party is bound to these changes.
UNIS保留单方修改本《一般条款和条件》的权利。另一方应受该修改约束。
- 17.3 This General Terms and Conditions and all matters arising out of or relating to them are governed by, and construed in accordance with the laws of the People's Republic of China.
本《一般条款和条件》以及因其产生或与其相关的所有事宜均受中华人民共和国法律管辖，并根据中华人民共和国法律予以解释。
- 17.4 All disputes arising out of or associated with the Agreement (or Agreements) and/or these General Terms and Conditions will be subject to the ruling of the competent people's court in the place where UNIS is registered. UNIS shall always be entitled to submit the dispute to the court of the place of business of the Other Party, having jurisdiction as to the substance of the matter.
因协议和/或本《一般条款和条件》而产生或与之相关的所有争议应提交UNIS注册地具有合法管辖权的人民法院予以判决。在任何情况下，UNIS均有权将争议提交另一方营业地对争议事项具有司法管辖权的法院处理。