

1. General, Validity of the GCS D 通用条件的一般规定和有效性

1.1 In the following GCS D's, Afag Automation Technology (Shanghai) Co., Ltd. is referred to as "Supplier" and its customers or contractual partners as "Customer", the Supplier and the Customer are both business enterprises.

在以下通用条件中, 欧福格自动化科技(上海)有限公司称为“供应商”, 其客户或合同合作伙伴称为“客户”, 供应商和客户均为商业企业。

1.2 All deliveries and services are provided exclusively based on these terms and conditions of sale and delivery. **These GCS D's are binding if they have been accepted by the Customer or agreed between the parties.** They shall also apply to all future business transactions between the Supplier and the Customer even if they are not expressly agreed again. Any terms and conditions on the part of the Customer shall only be valid to the extent that they have been explicitly accepted by the Supplier in writing.

所有交付与服务的提供均排他地以这份销售和交付条款和条件为依据。**经客户接受或经双方约定, 本通用条件具有约束力。**之后供应商与客户即使未再次明确约定, 本通用条件也应适用于双方之间未来的所有商业交易。客户的任何条款和条件, 仅在供应商书面明确接受的范围内方才有效。

1.3 All agreements and legally relevant declarations of the parties to the contract have to be in written form in order to be valid.

合同双方的所有协议以及在法律上相关的声明必须以书面形式作出方才有效。

2. Offers and conclusion of contract 要约及合同的订立

2.1 The contract shall be deemed to have been entered into upon Customer's receipt of the Supplier's written confirmation stating its acceptance of the order.

在客户收到供应商表明其接受订单的书面确认后, 合同即应被视为已订立。

2.2 Offers from the Supplier, which do not stipulate an acceptance period, shall not be binding. 未规定接受期限的供应商要约不具约束力。

2.3 Details shown on Afag's Official Website (“Website”) are not binding. **The Supplier reserves the right to amend or withdraw its Website details at any time.**

欧福格官方网站 (“官网”) 展示的具体内容不具约束力。**供应商保留随时修改或撤销其官网内容的权利。**

3. Scope of supplies 供应品的范围

3.1 The scope and type of supplies and services are specified in the order confirmation. Any material or services which are not included therein shall be charged additionally. **The Supplier is entitled to provide partial deliveries and partial services.**

供应品和服务的范围和种类在订单确认函中作出了明确规定。未包含在订单确认函中的材料或服务应另外收费。**供应商有权进行部分交付和提供部分服务。**

3.2 **The Supplier shall be entitled to make any changes to**

what is specified in the order confirmation at its sole discretion if they lead to improvements for the Customer.

如果对订单确认函中载明的内容作出变更将优化客户所得, 则供应商有权自行决定进行该等变更。

4. Regulations in force in the country of destination 目的国(地区)的有效规定

The Customer shall inform the Supplier, upon placing the order at the latest, about the standards and regulations in the country of destination (except China) applicable to the execution of the supplies and services, to the operation of the plant as well as to the health and safety of personnel. This includes but is not limited to the relevant regulations with regard to machine safety. The Supplier is entitled to fulfil the legal requirements with regard to documentation by means of documents in Chinese or (at the choice of the Customer) in English.

客户最迟于下订单之时应当告知供应商(中国以外的)目的国(地区)适用于供应品和服务的提供、设备运行以及工作人员健康与安全的标准和规定。该等标准和规定包括但不限于与机械安全有关的规定。供应商有权以中文或(按照客户的选择)英文文件的形式履行关于文档记录的法律要求。

5. Plans and technical documents 计划和技术文件

5.1 Unless otherwise agreed, brochures and catalogues are not binding. Data provided in technical documents is only binding to the extent that it has been expressly stipulated as such.

除非另有约定, 否则手册和目录不具约束力。技术文件中的数据仅在明确规定的情况下才具有约束力。

5.2 Each party to the contract retains all rights (e.g. IP rights, trade secrets or other information that should be kept confidential) to plans and technical documents provided to the other. The party receiving such documents recognizes these rights and shall not – without previous written consent of the other party – make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

合同每一方对提供给另一方的计划和技术文件保留所有权利(例如知识产权、商业秘密或应被保密的其他信息)。接收该等文件的一方确认前述权利并且未经另一方事先书面同意, 不得向任何第三方提供该等文件(无论是其全部还是部分), 也不得将其用于移交该等文件的原定用途以外的其他目的。

5.3 **The Customer is responsible for the completeness and accuracy of the sample parts, technical documents, calculations or other details provided to the Supplier in order to execute the order.**

客户对为执行订单而向供应商提供的样品、技术文件、计算方法或其他详细信息的完整性和准确性负责。

6. Prices 价格

6.1 Unless otherwise agreed, the Supplier's prices shall be deemed to be door-to-door price in Renminbi (CNY) and shall include any packing, freight, insurance, assembly, installation and commissioning. The legal turnover or sales tax shall be added at the level which applies on the day on which the VAT Fapiao is issued.

除非另有约定，供应商的价格应被认为是以人民币（CNY）计价的门到门价格，且应当包括任何包装费、运费、保险费、组装费、安装和调试费。法定的营业税或销售税应当按照开具增值税发票之日适用的水平加收。

6.2 If there is an increase in the costs which form the basis for the calculation between conclusion of the contract and acceptance of the supply, the Supplier shall, until final completion of the order, be entitled to propose to adjust the prices shown in the order confirmation accordingly.

如果自订立合同起至供应物被接受期间，构成计价基础的成本/费用增加，在订单最终完成之前供应商应当有权提议相应调整订单确认函所示价格。

7. Terms of payment

付款条款

7.1 Payments are due as agreed by Customer and Supplier in the Contract. **In case no specific due date has been agreed upon it shall become due latest [30] days upon issuance of the VAT Fapiao.**

付款到期日由客户和供应商在合同中约定。如果没有约定具体到期日，则最迟应在增值税发票开具之日起【30】天到期。

7.2 Payments shall be made by the Customer as indicated in the VAT Fapiao without any deductions for cash discount, expenses, taxes or duties of any kind. Other terms of payment may be agreed individually.

客户应当根据增值税发票注明的款项付款，不得扣减任何种类的现金折扣、费用、税费或关税。其他付款条款可单独约定。

7.3 In case of delay in payment from the Customer or if the Supplier has serious reason to fear that payments from the Customer will not be received fully or on time due to circumstances which have arisen after conclusion of the contract, the Supplier shall be entitled to suspend the scheduled supplies immediately until further notice and, from the point in time at which payment is due (i.e. after expiry of the payment period defined in Article 7.1), to charge late payment interest at 1.5 times of the one-year loan prime rate (LPR) announced by the National Interbank Funding Centre with authorization of the People's Bank of China at the time of occurrence of the default p.a.

如果客户逾期付款，或者如果由于合同订立后发生的情况，供应商有重大理由担心将无法全额或按时收到客户的付款，则供应商有权立即中止按计划提供的供应品直至进一步的通知，并且在相关款项到期之时（即第7.1条定义的付款期间届满之时）起，按违约行为发生时中国人民银行授权全国银行间同业拆借中心公布的一年期贷款市场报价利率（LPR）的1.5倍年利率收取逾期付款利息。

7.4 In case of late payment, the Supplier is also entitled, after setting an additional period of time for payment, to terminate the contract and to demand return of the goods which have been delivered. The other legal rights of the Supplier, particularly any claims for compensation of damages, remain under reserve in any case.

如果发生逾期付款，在设定一个付款宽限期后，供应商还有权终止合同并要求返还已经交付的货物。在任何情况下，供应商仍保留其他任何法定权利（尤其任何损害赔偿请求权）。

8. Right of retention, payments in advance

扣留权、预付货款

The Supplier may withhold performance or make it dependent upon payments in advance by the Customer or demand collateral in respect of its claim for payment if the

Customer defaults on payment or the Supplier has a suspicion justified by factual evidence that the creditworthiness of the Customer is in doubt, particularly if a cheque from the Customer cannot be cashed by the Supplier or the Customer ceases payments.

如果客户不履行付款义务，或者供应商怀疑客户的信用存在问题且经事实证据证明，尤其是如果供应商无法兑现客户的支票或者客户停止付款，则供应商可以暂停履行或以客户预付货款为前提进行履行或者就其付款请求权要求客户提供担保。

9. Retention of title

所有权保留

9.1 The Supplier shall be entitled to retain ownership of the goods supplied until they have been paid for in full.

供应商有权保留所供应货物的所有权，直至货款已全额付清。

9.2 The Customer is obliged - at its own cost - to undertake the necessary measures to protect the Supplier's ownership of the goods (namely maintenance and reasonable insurance commensurate with the risks) or to cooperate in the appropriate measures.

客户有义务采取必要措施保护供应商对货物的所有权（即维护措施和与相关风险相称的合理保险）或者采取适当措施予以配合，并自负费用。

9.3 If Customer's authorization is required, the Customer shall authorize the Supplier, on conclusion of the contract, to have the retention of ownership, to the extent necessary, entered at the cost of the Customer in the relevant register and to fulfil all the associated formalities. Otherwise, the Supplier shall be entitled to register the retention of title according to law at the cost of the Customer.

如果需要客户的授权，客户应当在合同订立时授权供应商在必要范围内对所有权保留进行相关登记（费用由客户承担）和完成所有相关手续。否则，供应商应有权根据法律进行所有权保留登记，费用由客户承担。

10. Delivery Time

交付时间

10.1 In case of advance payments, the delivery time shall be calculated from the date of receipt of the advance payment by the Supplier. In all other cases, the delivery time shall be calculated from the date of signing the contract/order confirmation and written approval of all technical issues related to the goods to be delivered. The delivery period (in days) is specified in the contract/order confirmation.

在支付预付款的情况下，交付时间应自供应商收到预付款之日起算。在所有其他情况下，交付时间应自合同/订单确认函及待交付货物相关所有技术问题的书面认可的签署之日起算。交付期间（按天计算）在合同/订单确认函中规定。

10.2 The delivery time shall be reasonably extended:

- if the information required by the Supplier for execution of the contract is not received in time, or if the Customer subsequently changes it;

- if agreed terms of payments are not met, letters of credit are opened later than agreed, or the necessary import licenses are not received by the Supplier in good time as agreed;

- if hindrances occur which the Supplier cannot prevent despite using the requisite care, regardless of whether they affect the Supplier or the Customer or a third party. Such hindrances are occurrences of Acts of God, for example epidemics, mobilisation, war, civil commotion, serious breakdowns in the factory, accidents, labour conflicts, late or deficient delivery by subcontractors of the necessary raw materials, semi-finished or finished products, official acts or omissions by any state

authorities or public bodies, and natural catastrophes.

如发生以下情形，交付时间应予以合理延长：

- 供应商未及时收到其为执行合同而要求的信息，或者客户之后变更该等信息；
- 约定的支付条款未得到满足，信用证在约定时间之后开立，或者供应商未在约定的时间前及时收到必要的进口许可证；
- 发生了即使供应商尽到必要注意仍无法阻止的障碍，无论其是否影响供应商、客户或第三方。该等障碍指发生不可抗力，例如流行病、动员、战争、内乱、工厂严重瘫痪、事故、劳资冲突、分包商迟延交付或不交付必要的原材料、半成品或成品、任何国家机关或公共机构的官方作为或不作为，以及自然灾害。

11. Delay in delivery 迟延交付

A delay in delivery shall be deemed to occur if a delivery is delayed by more than 30 days.

逾期交付超过30日的，视为发生迟延交付。

11.1 Unless due to Supplier's gross negligence or intent, the Customer shall not claim compensation for delayed delivery provided even if the delay has been provably caused by a fault of the Supplier.

除非因供应商的重大过失或故意，否则即使可证明因供应商过错导致迟延交付，客户也不得就该等迟延交付主张赔偿。

11.2 Compensation for delayed delivery shall not exceed 0.5 % of the contract price for the part of supply in delay for every full week's delay and shall in no case whatsoever exceed 5 % of the contract price in aggregate for the part of the supplies in delay.

每迟延一整周，迟延交付的赔偿不得超过迟延交付供应品部分的0.5%，并且在任何情况下其累计赔偿总额不得超过迟延交付供应品部分合同价格的5%。

11.3 Any delay of the supplies or services does not entitle the Customer to any rights and claims other than those expressly stipulated in Articles 11.1 and 11.2 above.

除上文第11.1条和第11.2条明确规定的权利和主张以外，任何供应品或服务的迟延交付或提供都不使客户享有任何其他权利和主张。

12. Transfer of benefit and risk 利益和风险的转移

121 The benefit and risk of the supplies shall transfer in accordance with the specific INCOTERM as agreed by Customer and Supplier.

供应品的利益和风险应当根据客户和供应商约定的具体国际贸易术语转移。

122 The risks of destruction or loss of the Supplies shall be borne in accordance with the specific INCOTERM as agreed by Customer and Supplier.

供应品的毁损或灭失风险应根据客户和供应商约定的具体国际贸易术语承担。

13. Forwarding, transport and insurance 货运、运输和保险

131 The products are carefully packed by the Supplier. In general, the packaging is as follows: wood crates for feeding system, handling system and linear transfer module; dedicated paper box for feeding components, handling components and handling system.

供应商应仔细包装产品。通常情况下，应进行如下包装：用木箱包装上料系统、抓取系统和线性传输模块；用专用纸箱包装

上料部件、抓取部件和抓取系统。

132 Special requirements regarding forwarding and insurance shall be communicated to the Supplier in good time. Transport cost shall be at the expense and risk of the party with the obligation under the specific INCOTERM agreed between Customer and Supplier. Complaints in respect of transport shall also be submitted immediately by the party with the obligation under the agreed INCOTERM to the last carrier on receipt of the products or the shipping documents.

关于货运和保险的特殊要求应当及时与供应商沟通。运输的费用和风险应由客户和供应商约定的具体国际贸易术语项下有义务的一方承担。如有与运输有关的投诉，也应由约定的国际贸易术语项下有义务的一方在收到产品或装运单据之时立即将其提交给最后承运人。

13.3 Insurance against risks besides transport (specifically during assembly) is the responsibility of the Customer and is taken out at the Customer's cost. The Supplier is not obliged to take out insurance cover in favour of the Customer.

客户应当负责对除运输以外的风险（特别是组装过程中的风险）投保，并承担费用。供应商无义务以客户为受益人购买保险。

14. Inspection and acceptance of supplies 供应品的验收

The Customer shall inspect (open package inspection) the supplied products for completeness and freedom from defects within 5 days of receipt. A quality inspection shall be performed within 15 days as of receipt of the supplied products. In case of any defects the Supplier shall be immediately informed in writing.

客户应当自收到所供应产品的5日内检验（开箱检验）其完整性以及有无缺陷。应当自收到所供应产品的15日内进行质量检验。如有缺陷，应立即书面通知供应商。

If the Customer fails to do this, the supplies and services shall be deemed to have been approved.

Hidden defects, which are not immediately discovered during a careful inspection, must be reported to the Supplier in writing immediately after their discovery, otherwise the delivery shall be deemed to have been approved also with regard to these defects.

如果客户未按前述规定执行，供应品和服务则应当被视为已获得认可。

对于在仔细检验中未被立即发现的隐藏缺陷，必须在发现后立即书面报告供应商，否则应视为认可接受存在该等缺陷的交付物。

15. Warranty and liability of the Supplier 供应商的保证和责任

151 The Supplier hereby warrants for the period shown in Article 15.3 hereof that products supplied are free of "defects", i.e. that they are free of any manufacturing and material faults, and that they comply with any agreed appearance and workmanship. Agreed features are only those that are explicitly described as such in the order confirmation or the instruction manual.

供应商在此保证（保证期为本通用条件第15.3条规定的期间），供应的产品没有“缺陷”，即其不存在任何生产或材料上的错误，以及其符合任何约定的外观和工艺要求。约定的特征仅在订单确认函或说明手册中明确说明的特征。

Only those defects are considered to be defects which cancel or considerably reduce the value or suitability of the delivery for the intended use. No defects shall be deemed deviations which

the Customer has known or should have known.

只有使得交付物在用于拟定目的方面的价值或适用性归零或大幅度降低的缺陷才被认为是缺陷。客户已知或应当知道的偏差均不应视为缺陷。

15.2 Excluded from the warranty and liability of the Supplier, and therefore not "defects" in the sense of Article 15.1 are:

(i) all damage to the supplied products which is not the result of poor material, incorrect construction, defective execution or other reasons for which the Supplier is not responsible (e.g. as a consequence of natural wear and tear, careless handling, unsuitable storage, incorrect maintenance, failure to follow operating instructions, chemical or electrolytic influences or due to building or assembly work not carried out by the Supplier);

(ii) all damage to wear and tear parts and any tools that have been supplied at the same time.

下列各项不包含在供应商的保证和责任范围内，并且因此不属于第15.1条规定含义的“缺陷”：

(iii) 所供应产品非因下列原因发生的所有损坏：供应商应负责的劣质材料、不正确的建造、有缺陷的执行或者其他原因（例如，自然磨损、操作不慎、存储不当、维护不当、未遵守操作指南、化学或电解影响造成的后果或者非由供应商进行的建造或组装工作造成的后果）；

(iv) 对易损件和同时提供的任何工具造成的所有损坏。

15.3 In the absence of any deviating agreement and subject to any deviating regulations in this Article 15.3, the warranty period is 12 months after SAT (site acceptance test) or 24 months after delivery, whichever occurs first. A longer warranty period according to the contract is reserved.

在不存在任何不同约定的情况下以及在遵守本第15.3条中任何不同规定的前提下，保证期为自客户现场调试(SAT)起12个月或交付日起24个月，先到者为准。保留按照合同约定的更长的保证期。

15.4 If defects in the sense of Article 15.1 provably appear during the warranty period, the Customer may claim in writing that they are corrected by the Supplier. In this case, the Supplier undertakes to correct all faulty parts of the supplied products at its own discretion, i.e. by means of removing the defects or replacing the defective items, i.e. by supplying new ones without defects. If the defects are not corrected within a reasonable time (improvement or replacement delivery), the Customer can demand a reduction of the purchase price or terminate the contract.

如果经证明，第15.1条含义中的缺陷在保证期内出现，客户可书面要求供应商纠正该等缺陷。在该等情况下，供应商承诺将按其自主决定（即选择通过消除缺陷或是替换有缺陷的项目（即提供没有瑕疵的新部件））来纠正所供应产品中的所有故障部件。如果在合理时间内无法纠正缺陷（改进或替换交付物），客户可要求降低购买价格或终止合同。

15.5 Any warranty obligation of the Supplier lapses if the Customer or third parties carry out improper changes or repairs or if the Customer fails to undertake all appropriate measures to reduce damage if a defect has arisen and does not give the Supplier the opportunity to correct the defect. 如果出现缺陷，客户或第三方进行不当变更或修理或者客户未采取所有适当措施以减轻损失，并且没有给予供应商纠正该等缺陷的机会，则供应商的保证义务不适用。

15.6 For defects in the sense of Article 15.1, the Customer has no rights and claims except for those explicitly mentioned in Article 15.4.

对于第15.1条规定的缺陷，除第15.4条明确提及的权利和主张

外，客户不享有任何其他权利和主张。

16. Disclaimer of liability 免责声明

16.1 All cases of breach of contract by the Supplier and the legal consequences thereof as well as all entitlements of the Customer, regardless of the legal reason under which they are claimed, are conclusively regulated in these terms and conditions. In particular, all claims not explicitly mentioned for compensation of damages, reduction of price, termination of the contract are excluded.

供应商违约的所有情形和因此产生的法律后果以及客户的所有权利（不论该等权利主张的法律依据为何），均以本条款和条件总结性规定为准。尤其排除未明确提及为损害赔偿、减价、终止合同之目的提出的所有主张。

16.2 The Customer shall in no case have any claims for compensation of damage which has not been incurred by the supplied products themselves, such as interruption of production, usage losses, loss of orders, lost profit as well as other direct or indirect damages (or consequential damages).

在任何情况下，客户对非因所供应产品本身造成的损害（例如生产中断、使用损失、订单损失、利润损失以及其他直接或间接损害（或继发性损害）），均无权主张损害赔偿。

16.3 To the extent that the liability of the Supplier is excluded or restricted, this also applies to the personal liability of the employees, representatives and auxiliary sub-contractors of the Supplier.

供应商的责任排除或限制的范围同样适用于供应商的员工、代表和辅助分包商的个人责任。

16.4 This exclusion of liability does not apply to the extent that it contradicts compelling law.

本责任排除条款如与强制性法律抵触，则抵触的规定不适用。

17. Assembly and commissioning 组装和调试

17.1 Unless otherwise agreed, the scope of services provided by the Supplier does not include assembly and commissioning of the goods supplied at the premises of the Customer. If agreement is reached that the Supplier also takes over the assembly and commissioning, the following Articles 17.2 - 17.6 shall apply.

除非另有约定，供应商提供的服务范围不包括在客户场所内对所供应货物进行组装和调试。如果约定供应商也负责组装和调试，则以下第17.2条 — 第17.6条规定应适用。

17.2 Assembly, commissioning and final acceptance will be charged to the Customer at the prevailing rates of the Supplier for working and travelling time, travelling costs and out-of-pocket expenses.

组装、调试和最终验收将按供应商关于工作和差旅时间、差旅费用和其他杂费的现行费率向客户收取。

17.3 The Supplier will supervise the assembly, commissioning, test runs and final acceptance. The Customer shall assist the Supplier with qualified technical operating staff and the necessary ancillary personnel free of charge.

供应商将监督组装、调试、试运行和最终验收。客户应当免费配备合格的技术操作人员和必要的辅助工作人员以协助供应商。

17.4 The Customer shall provide the Supplier, free of charge, with all necessary materials, sample parts, accessory equipment, tools and energy at the place of installation.

客户应当在安装地免费向供应商提供所有必要的材料、样件、辅助设备、工具和能源。

17.5 Especially during the commissioning, the test runs and the final acceptance, the Customer shall ensure orderly and safe working conditions in order to enable the Supplier to carry out the necessary work within the scheduled time period.

在调试、试运行和最终验收期间，客户尤其应当确保有序和安全的工作条件，以便供应商能够在计划的时段内开展必要的工作。

17.6 The instruction of the operating staff and the training of the maintenance staff shall be carried out by the Supplier and charged to the Customer at the Supplier's prevailing rates.

供应商应当指导操作人员并培训维护人员，并按供应商的现行费率向客户收取费用。

18. Annulment of the contract by the Supplier

供应商撤销合同

18.1 If any unforeseen occurrences (in particular Acts of God) significantly change the economic importance or the content of the supplies or services or exert a major impact on the work of the Supplier, and in the case of subsequent impossibility of execution, the contract shall be appropriately amended. If this is not economically viable, the Supplier shall have the right to terminate the contract in full or partly.

如果任何不可预见的事件（尤其是不可抗力）使得供应品或服务的经济重要性或内容发生重大变更或者对供应商的工作产生重大影响，并且如果之后不可能继续执行合同，则合同应被适当修订。如果修订在经济上不可行，则供应商应有权终止合同的全部或部分。

18.2 If the Supplier wishes to terminate the contract, it shall notify the Customer immediately after examining the implications of the occurrence, even if an extension of the delivery period has initially been agreed. In the case of termination of the contract, the Supplier shall be entitled to compensation for the supplies and services already provided.

Claims of the Customer for compensation of damages due to a termination of the contract of this kind are excluded.

如果供应商希望终止合同，则即使最初同意延长交付期，供应商也应当在检查事件影响后立即通知客户。如果终止合同，供应商对于已经提供的供应品和服务有权获得赔偿。**客户对因此种合同终止产生的损害主张赔偿的权利被排除。**

19. Partial invalidity

部分无效

If one or the abovementioned provisions is or becomes invalid, the other provisions shall remain unaffected. The invalid provision, if it does not affect the validities of others, shall be replaced by a valid provision which achieves the intended economic purpose to the extent possible.

如果上述规定中的一条或多条变为无效，其他规定仍不受影响。如果无效规定不影响其他规定的有效性，则其应当由尽可能满足预期经济目的的有效规定替代。

20. Place of execution

合同履行地

The place of execution, unless contradicted by compelling legal regulations or if anything else is agreed, is the domicile of the Supplier.

除非与强制性法律规定相抵触，或另有其他约定，否则合同履行地为供应商的住所地。

21. Governing law and jurisdiction

适用法律和司法管辖区

21.1 The legal relationship between the Supplier and the Customer as well as these General Sale and Delivery Conditions are subject to Chinese law under exclusion of any conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

供应商和客户之间的法律关系以及本销售和交付通用条件应适用中国法，且不适用任何冲突法规则以及《联合国国际货物销售合同公约》（“CISG”）。

21.2 The exclusive place of jurisdiction for claims of the Customer against the Supplier is the place of the domicile of the Supplier's seat.

对客户针对供应商提出的主张，仅受供应商的住所地法院管辖。

21.3 The Supplier shall have the choice to institute legal proceedings against the Customer in which the domicile of the Customer is located or at the place in which the domicile of the Supplier is located.

供应商可选择在客户住所地或供应商住所地对客户提起法律程序。

22. Product information

产品信息

The product documentation is provided exclusively in English or Chinese.

产品的文档记录仅以英文或中文形式提供。

These GCSD have been made out in Chinese and English. Both versions are equally authentic. If a discrepancy between the two language versions occurs, the Chinese version shall prevail.

本通用条件以中英文书就。两种语言文本具有同等效力。若两种语言文本之间存在差异，以中文文本为准。

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