

北京菲斯曼供热技术有限公司  
Viessmann Heating Technology Beijing Co., Ltd

销售及通用条款  
General Terms and Conditions for Sales and Services

1. 定义

Definitions

在本通用条款中，除非上下文内容另行规定，下列词语具有下述含义：

In these General Terms and Conditions, unless the context provides otherwise, the following terms shall bear the meanings assigned thereto:

“菲斯曼”指北京菲斯曼供热技术有限公司。

” Viessmann” means Viessmann Heating Technology Beijing Co., Ltd.

“买方”指接受菲斯曼就合同产品的销售作出的书面或口头报价，或其合同产品订单被菲斯曼接受的一方。

“Buyer” means the party who accepts the written or oral quotation for the Products provided by Viessmann or the party whose order for the Products is accepted by Viessmann.

“销售合同”指菲斯曼与买方销售合同产品的合同或标准报价单或买方向菲斯曼发出的订单。

“Sales Contract” means the contract, standard quotation form, or order from the Buyer to Viessmann for the purpose of Viessmann’s supply of the Products to the Buyer.

“协议”指菲斯曼与买方签订的销售(产品和服务)年度框架协议。

“Agreement” means the yearly frame sales agreement (products and service) between Viessmann and the Buyer.

“合同产品”指构成销售合同标的的任何产品，包括该产品的附件或备品备件或相关服务。

“Products” means such a product that constitutes the subject matter of the Sales Contract, including accessories or spare parts of such product and relevant services.

“合同价格”指合同产品(及根据销售合同提供的任何服务)的价格。

“Contract Price” means the price of the Product (and any service to be provided under the Sales Contract).

2. 适用范围

Scope of Application

本通用条款适用于买方向菲斯曼购买产品，附件，备品备件及相关服务。

The Sales Contract applies to the products, accessories, spare parts and relevant services which the Buyer purchases from Viessmann.

### **3. 税款**

#### **Taxes**

因供应合同产品发生的所有税款及其他费用应由买方支付。如果基于双方达成的特殊安排，由菲斯曼代买方支付了该等税款或费用，则买方有义务在约定时间内向菲斯曼偿还该等垫付的金额。

The Buyer shall defray all taxes and other fees incurred by the supply of the Products. In the event that subject to special arrangement Viessmann pays the said taxes and fees on behalf of the Buyer, the Buyer shall refund Viessmann the taxes and fees defrayed within the agreed time limit.

### **4. 检验及测试**

#### **Inspection and Testing**

- 4.1.** 在合同产品的生产期间及制造完成时，合同产品应按照菲斯曼内部的相关制度进行必要的检验和测试。

During manufacture and on completion, the Products shall be inspected and tested by Viessmann in accordance with its relevant internal guidelines.

- 4.2.** 根据中国法律法规及监管部门发布的政策关于合同产品检验及测试方面的要求，菲斯曼将尽合理的努力确保合同产品达到该等检验及测试要求。买方在验收菲斯曼交付的合同产品之前，可以要求核查合同产品达到前述检验及测试要求的相关文件，如买方未提出该等要求，则应视为买方放弃日后可能就提出任何主张的权利。

According to the inspection and testing requirements that may be stipulated by the Chinese laws and regulations and governmental policies, Viessmann will make reasonable efforts to ensure that the Products satisfy the said requirements. Prior to accepting the Products delivered by Viessmann, the Buyer may request to review the relevant documents evidencing that the Products satisfy the aforementioned inspection and testing requirements. If the Buyer fails to raise such a request, it shall be deemed as having waived its right to raise any claims in this respect.

### **5. 合同款项的支付**

#### **Payment of Contract Price**

合同产品的相应货款应当按照双方在销售合同或协议中约定的方式和进度支付。买方应承担因货款支付发生的银行费用及融资费用等费用。如买方延迟支付货款，则买方应当按照每月 2% 的利率就未支付部分向菲斯曼作出赔偿。

The payment of the Contract Price shall be made in accordance with the manner and schedule provided in the Sales Contract or Agreement. The Buyer shall defray any bank charges levied on payment, financing expenses, or others. In the event that the Buyer delays in payment, interest will be charged on overdue payment at the rate of 2% per commenced month.

## 6. 交付与验收

### Delivery and Acceptance

- 6.1.** 菲斯曼将按照销售合同规定的交付期限和交付地点交付合同产品，前提是买方满足了合同项下所有的前提条件。如果买方应满足的一项或多项条件存在迟延，则菲斯曼的交付时间可相应地予以顺延。菲斯曼有权在上述交付期限内分批交付合同产品，合同产品如分批交付，菲斯曼就任何一批或多批合同产品迟延交付或未交付，或买方就任何一批或多批合同产品未能收取、不收取或拒绝接受，均不应使有关先前交付的合同产品或以后尚未交付的合同产品的销售合同无效。

Subject to the Buyer's due fulfillment of all the conditions agreed upon under the Sales Contract, Viessmann shall deliver the Products in accordance with the period and place stipulated in the Sales Contract. In the event that the fulfillment of one or more of the said conditions is delayed on the part of the Buyer, the specified period of delivery shall be extended correspondingly. Viessmann is entitled to deliver the Products by installments within the said period of delivery. When the Products are delivered by installments, Viessmann's failure to deliver one or more installments or the Buyer's failure or refusal to accept one or more installments shall not void the parts of the Sales Contract according to which certain installments of Products have been delivered or are to be delivered.

- 6.2.** 菲斯曼按照销售合同约定的交付地将货物交付给买方，买方应在该交付地接收货物，买方签收后即视为交付。买方应指定专人签收合同产品，并在合同产品送达交付地点之前向菲斯曼提供买方授权签收人的签字样及签收时授权使用的印章式样的原件，否则菲斯曼有权将交付期限推迟至买方提供上述材料之日。

Viessmann shall deliver the Goods to the designated address according to this Contract, and the Buyer shall accept the Goods at such Place of Delivery. The Products shall be deemed having been delivered. The Buyer shall designate a person to sign to acknowledge receipt of the Products, and shall provide the sample of signature of the designated person, as well as original sample of the authorized seal prior to the delivery of Products; otherwise Viessmann shall have the right to correspondingly postpone the time of delivery.

- 6.3.** 买方有义务在菲斯曼交付合同产品后及时进行检验和验收。在合同产品由菲斯曼负责安装的情况下，在菲斯曼完成合同产品的安装调试后，买方在菲斯曼开具的“客户确认书”和“安装报告”上签章确认即视为对合同产品验收合格。在合同产品不由菲斯曼负责安装的情况下，

如果买方在合同产品交付后三个工作日内未向菲斯曼发出相反的通知，视为合同产品已验收合格。

The Buyer is obligated to promptly inspect and accept the Products after delivery by Viessmann. Where Viessmann is responsible for installation, upon the completion of installation and commissioning and the Buyer's confirmation by signing the Confirmation Letter and Installation Report, the Products shall be deemed qualified and duly accepted. Where Viessmann is not responsible for installation, if the Buyer does not notify Viessmann to the effect of a contrary meaning within three months after delivery, the Products shall be deemed qualified and duly accepted.

## **7. 所有权及风险的转移**

### **Transfer of Ownership and Risk**

- 7.1.** 合同产品的所有权及风险应在菲斯曼向买方交付合同产品时转移至买方，但是，如果买方未按照约定支付合同价款或未履行其他重要义务的，合同产品的所有权不发生转移而仍属于菲斯曼。

Ownership of the Products and the risks of damage and loss thereof shall pass to the Buyer upon Viessmann's delivery of the Products. However, ownership of the Products does not pass to the Buyer if the Buyer fails to pay the Contract Price or perform its other major obligations.

- 7.2.** 因为买方的原因致使菲斯曼不能按照约定的期限交付合同产品的，买方应当自违反约定之日起承担合同产品毁损、灭失的风险；菲斯曼按照约定交付合同产品，但买方违反约定拒绝受领或延迟受领合同产品的，合同产品毁损、灭失的风险自买方违反约定之日期起由买方承担。如果合同产品需要运输，自菲斯曼将合同产品交由承运人运输之时起，合同产品毁损、灭失的风险由买方承担；如果菲斯曼将运输在途的产品出售给买方，则产品毁损、灭失的风险自产品销售合同成立时起由买方承担。

If the Products cannot be delivered by Viessmann according to the stipulated time due to reasons attributable to the Buyer, the risks of damage and loss of the Products shall be borne by the buyer as from the date of the Buyer's such breach. If the Buyer breaches the relevant stipulation by refusing to take delivery or failing to take delivery on time, the risks of damage and loss of the Products shall be borne by the Buyer as from the Buyer's such breach. If the Products require carriage, the risks of damage and loss of Products shall be borne by the Buyer as from the time when Viessmann delivers the Products to the Carrier. If the Products are sold to the Buyer in transit, the risks of damage and loss of the Products shall be borne by the Buyer as from the time of formation of the Sales Contract.

## **8. 菲斯曼商标的使用**

### **Use of VISSMANN trademarks**

- 8.1. 买方必须：重视并遵守菲斯曼对使用菲斯曼商标所制定的所有规定、准则、标准、规范和指南。但菲斯曼应事先书面告知买方有关此类规定和标准的内容。**

The buyer must: comply with and observe all rules, directives, standards, specifications and instructions promulgated by Viessmann as to the use of Viessmann trademarks. But Viessmann shall caution the buyer in writing about specifics beforehand.

- 8.2. 只能在菲斯曼批准的地方或场合使用菲斯曼商标。**

only use the Viessmann trademarks in places or on occasions approved by Viessmann

## **9. 保险**

### **Insurance**

如果买方提出要求并承担费用，可以为合同产品投保，投保范围可涵盖风险依约转移至买方之后合同产品可能遭受的损失或损害。在此情况下，如果在风险转移至买方后，合同产品遭受了任何损失或损害，经买方要求，菲斯曼应当在事故认定完成之后，及时作出必要的安排以代表买方就保险公司依约应承担的赔偿范围向其索赔。

At the Buyer's request and expense, insurance can be effected to cover any loss or damage to the Products that may occur after the risk has passed to the Buyer in accordance with the terms of sale agreed upon. In such case, should any loss or damage occur after the risk of the Products has passed to the Buyer, Viessmann shall at the Buyer's request, promptly after ascertainment of the incident and, on the Buyer's behalf make necessary arrangements to recover the losses and damages for which the insurance company is liable under the aforesaid insurance contract.

## **10. 设计、工艺及产品责任**

### **Design, Workmanship and product liability**

- 10.1. 菲斯曼保证，合同产品的设计、工艺及材质符合其向买方所作的说明或双方所作的约定。买方理解并认可，由于合同产品自身的性质和特点，其除了包含菲斯曼自家生产的设备或备品备件外，还可能会包含菲斯曼视情况需要而配备的由第三方生产的设备或备品备件。**

Viessmann guarantees that the Products are of such design, workmanship and materials as demonstrated by Viessmann or agreed upon by the parties. Buyer understands and acknowledges that due to the nature and characteristics of the Products, they may consist of, other than the equipment or spare parts manufactured by Viessmann itself, certain equipment or spare parts manufactured by relevant third parties that Viessmann may select where it deems necessary.

- 10.2. 在质量保证期内，如卖方提供的设备出现故障，最终用户应通过菲斯曼热线电话4006508850报修，卖方根据情况安排买方为最终用户提供上门服务，包括但不限于故障检查与原因判断，配件更换和更换后的二次安全检查。如现场需要更换配件，应由买方为最终用户更换，**

如因非产品质量原因造成的故障，买方可向最终用户收取服务费和配件费。服务费和配件费按照菲斯曼建议列表价报价和收取。如因产品质量原因造成的故障，买方应于发现问题起30日内在菲斯曼订单管理系统发起申请或与菲斯曼服务部备件订单管理负责人联系，并按照相关流程将相关配件邮寄返回至卖方检测，卖方确认为质量问题后予以免费更换。

买方有责任和义务向最终用户提供所有质保期内的上门服务，包括且不限于壁挂炉的安装与调试、故障检查与原因判断、配件的更换与更换后的二次安全检查；在买方需要时卖方可酌情提供远程技术支持或现场协助指导。

Within the quality guarantee period, if the equipment provided by the seller fails, the end user should report for repair through Viessmann hotline 4006508850. The seller will arrange for the buyer to provide door-to-door services to the end user according to the situation, including but not limited to fault inspection and cause determination, and replacement of accessories and secondary safety inspection after replacement. If accessories need to be replaced on site, the buyer shall replace them for the end user. If the failure is caused by reasons other than product quality, the buyer may charge service fees and accessory fees from the end user. Service fees and accessories fees are quoted and charged according to Viessmann's recommended list prices. If a failure is caused by product quality, the buyer should initiate an application in the Viessmann order management system or contact the person in charge of spare parts order management of the Viessmann service department within 30 days of discovering the problem, and follow the relevant procedures to mail the relevant parts back to The seller. The seller will inspect it and replace it for free after confirming that it is a quality problem.

The buyer has the responsibility and obligation to provide all on-site services within the warranty period to the end user, including but not limited to installation and debugging of wall-mounted boilers, fault inspection and cause determination, replacement of accessories and secondary safety inspection after replacement; when the buyer needs it The seller may provide remote technical support or on-site assistance and guidance at its discretion.

- 10.3.** 除非具体销售合同另有约定，产品的质保期为自菲斯曼工厂或菲斯曼外部仓库发货起或产品调试合格后24个月，但最晚不超过自菲斯曼工厂或外部仓库发货后27个月；因增加、修改、修复菲斯曼产品功能，而由菲斯曼向买方销售的备件或部件，买方必须从菲斯曼购买，质量保证期为备件或部件移出菲斯曼仓库之日起6个月。如因买方使用非菲斯曼销售或提供的备件，造成产品和其它备件损坏的，买方承担全部责任。如因此造成客户损失的，由买方承担全部损失和相关赔偿。菲斯曼有追究买方其它责任（如侵权）的权利。

Warranty period of the products runs 24 months of date of shipment from Viessmann's premises or external warehouses or date of completion of T&C, but no longer than 27 months of date of shipment from Viessmann's premises or external warehouse unless otherwise stated in a specific sales contract. Spare parts or components sold by Viessmann to the buyer for the purpose of adding, modifying or repairing the functions of Viessmann products must be purchased from Viessmann. The quali

ty guarantee period is 6 months from the date the spare parts or components are moved out of Viessmann's warehouse. If the product and other spare parts are damaged due to the buyer's use of spare parts not sold or provided by Viessmann, the buyer shall bear full responsibility. If the customer suffers losses as a result, the buyer shall bear all losses and related compensation. Viessmann reserves the right to pursue other liabilities (such as infringement) from the buyer.

- 10.4.** 特别地，净水产品的质量保证期为从安装之日算起12个月或设备移出菲斯曼仓库之日算起15个月，以先结束的期限为准。

The warranty period of water products shall be 12 months of installation or final acceptance or 15 months of date of the goods exiting the Viessmann's warehouse, whichever comes earlier.

- 10.5.** 买方应根据采购产品的型号及其数量，预先采购相应比例的备件，以用作质保期内的现场服务及时更换。卖方向买方提供菲斯曼建议的备件和服务销售列表价格。

为满足产品运行和功能条件，而需要的消耗性材料，买方需从菲斯曼购买，或买方从由菲斯曼认可的品牌购买。消耗性材料，一经销售，不能退换。如因买方使用非菲斯曼销售或认可的耗材，造成产品和其它备件损坏的，买方承担全部责任。如因此造成客户损失的，由买方承担全部损失和相关赔偿。菲斯曼有追究买方其它责任（如侵权）的权利。

The buyer should pre-purchase a corresponding proportion of spare parts based on the model and quantity of the purchased product for on-site service and timely replacement during the warranty period. The Seller provides the Buyer with Viessmann's recommended sales list prices for spare parts and services. The consumable materials required to meet the operating and functional conditions of the product must be purchased by the Buyer from Viessmann, or the Buyer must purchase them from a brand approved by Viessmann. Consumable materials, once sold, cannot be returned or exchanged. If the product and other spare parts are damaged due to the Buyer's use of consumables not sold or approved by Viessmann, the Buyer shall bear full responsibility. If the customer suffers losses as a result, the buyer shall bear all losses and related compensation. Viessmann has the right to pursue other liabilities of Party B (such as infringement).

- 10.6.** 在质保期内，如出现由于合同产品本身的设计、制造、材料等方面的问题而实质性地影响合同产品的使用的情况，菲斯曼将负责对问题产品进行免费维修或更换。买方向用户承诺的额外保证应完全由买方负责（中国政府或法规规定的强制性保证除外）。如因买方的额外保证或由于额外保证导致客户向菲斯曼索赔，从而造成菲斯曼发生任何费用或损失，买方应向菲斯曼作出全额赔偿。菲斯曼对任何间接损失和费用的连带责任应遵循中国的现行法律，包括利润损失、客户或第三方的责任或任何其它连带损失，无论是直接的还是间接的，无论是否归咎于菲斯曼的违约或过失，如基于产品缺陷提出的连带损失索赔。

During the warranty period, Viessmann will repair or at its option replace free of charge, the parts that are proved to be defective to an essential degree owing to wrong design, faulty construction or inferior materials. In case the malfunction

on is not caused by quality related problems. Additional warranties except for those otherwise by Chinese government or other legal rules, promised by the Buyer shall be entirely of the Buyer responsibility and the Buyer shall compensate Viessmann for all costs and losses incurred by Viessmann arising out of any such extra warranties given by Viessmann or arising out of any claim by a customer against the Buyer associate with such extra warranties. Viessmann's liabilities for any consequential losses and costs shall be governed by current Chinese law, including loss of profits, any liabilities of customer or third parties, or any other consequential damages, whether direct or indirect and whether resulting from or contributed to default or negligence of Viessmann, which might be claimed as the result of a defect in the product.

#### **10.7. 质保例外**

##### **EXEMPTIONS OF WARRANTY**

- 由买方使用不当或卖方无法控制原因（供电问题、水质不合格以及系统有漏点等）造成的货物损坏不在质量保证范畴之内，但如买方提出要求，菲斯曼可提供有偿维修服务。  
No guarantee is given to damages caused by improper or reckless use (the problems of power supply, water quality, system leakage and so on) on the part of the buyer or damages that are beyond the Seller's control. Nevertheless, Viessmann can provide paid repair service at request of the Buyer.
- 须严格按照产品随附的安装手册进行安装，安装不当造成的问题不在质量保证范畴之内。  
The Buyer should install in accordance with the installation manual which in the product package, no guarantee is given to problems caused by improper installation.

#### **11. 安装与调试**

##### **Installation and Testing & Commissioning**

- 11.1.** 货物应由有资质的安装方进行安装，并且完全按照卖方的技术要求和标准执行。买方应向其提供专业的安装、调试指导。

The Goods shall be installed by certified installation parties and be ensured to install completely according to the Seller's technical standards. The Buyer shall provide professional guidance for the installation and T&C.

- 11.2.** 如果安装方就货物的工况环境、通风或其他情况提出任何建议，买方应当予以协助并且进行整改。一旦发现安装和调试中的错误，买方也应敦促其进行及时纠正，以保证锅炉正常运行的必要条件。

Should the installation party make any suggestions regarding the Goods' working environment, ventilation or other situations, the Buyer shall assist with the installation party and make corrections. Once any fault of Installation and T&C is f



ound, the Buyer should urge them timely to correct it to ensure the good conditions of boiler running.

**11.3.** 安装调试之后，安装方将出具安装记录单，安装方和买方应当在安装记录单上签字。

After the installation and commissioning, the installation party shall issue the record sheet and the installation party and the Buyer shall sign it.

**11.4.** 同时，施工时请注意以下事项：

At the same time, the installer should pay attention to the following points during construction:

- 全屋水处理系统  
Home Water Purification Systems

水产品安装前，请检查包装外观，查看外包装有无破损，并保留双不干胶条形码；拆除包装后，请检查水产品外观是否有破损，包装箱内配件是否齐全，将16位产品编码填入保修凭证中（电子或纸质），如有问题请拍照破损处和双不干胶条形码，并拨打400-650-8850联系卖方售后部门。

Before installing the water product, the Buyer should check the appearance of the package that there is no damage to the exterior package, and keep the double-sticker serial numbers. The Buyer should check whether the appearance of the water product is damaged, and the accessories in the package are complete, and fill in the 16-digit serial numbers in the Repair Certificate after removing the package. The Buyer can directly call 400-650-8850 to contact the after-sales department of the Seller if there are any questions, and please provide pictures and serial numbers for any damage.

水产品安装时，请确保带有16位产品编码的双不干胶贴纸位于明显位置，若安装条件限制水产品本身原有双不干胶贴纸不易于观察，额外贴一张外包装箱上的双不干胶条形码于产品本身明显位置；进行水产品通水等测试后，如出现不合格现象请拨打400-650-8850联系卖方售后部门进行处理。

When installing the water product, please paste the double-sticker with 16-digit serial numbers in an obvious place. Under limited installation conditions and the original sticker is blocked, other double-sticker serial numbers on the exterior package should be pasted in an obvious place of the product. Please call 400-650-8850 to contact the after-sales department of the Seller after performing tests such as a water test.

全屋水处理系统维修与保养

REPAIR AND MAINTENANCE OF Home Water Purification Systems

对于紧急情况报修，如大面积漏水，买方应先行对终端客户进行电话或线上指导，避免严重事件发生或事态进一步恶化，并立即安排上门解决。

For repair under emergency, such as a severe water leak, the Buyer shall firstly provide guidance to the customer by telephone or online to prevent the occurrence of a serious event or further deterioration of the event, and provide onsite support immediately.

买方有义务提醒终端客户定期更换滤芯及其它耗材。

The Buyer shall be obliged to remind the customers to change filters and other consumables regularly.

- 地暖管

Floor Heating Pipe

地暖管材安装前，请检查包装外观，查看外包装有无破损，并保留双不干胶条形码；拆除包装后，请检查管道外观是否有破损，喷码是否清晰完整，如有问题请拍照破损处和双不干胶条形码，并拨打400-650-8850联系卖方售后部门。

Before installing the floor heating pipe, the Buyer should check the appearance of the package that there is no damage to the exterior package, and keep the double-sticker serial numbers. The Buyer should check whether the appearance of the pipe is damaged, the coding is clear and complete after removing the package. The Buyer can directly call 400-650-8850 to contact the after-sales department of the Seller if there are any questions, and please provide pictures and serial numbers for any damage.

地暖管材安装时，请在每个地暖分水器支路连接处的管道上，贴一张之前保留的双不干胶条形码以便追溯；进行地暖打压等测试后，如出现不合格现象请拨打400-650-8850联系卖方售后部门进行处理。

When installing floor heating pipes, please paste a double-sticker serial No. of pipes at the branch connection of each underfloor water heater for traceability. Please call 400-650-8850 to contact the after-sales department of the Seller after performing tests such as floor heating cracking.

- 11.5.** 质保期内，卖方可提供电话远程指导咨询服务；如买方要求卖方工程师到目的地现场服务或其他额外服务，买方须向卖方另行支付服务费。若非卖方负责的安装调试，则卖方不承担因安装调试产生的损失及连带责任。

Within the warranty period, the Seller only provides telephone remote consulting services ; If the Buyer requests the Seller's engineer to provide destination site services, or other additional services, the Buyer shall pay to the Seller for further services. The Seller does not assume

me the loss arising from installation and commissioning or joint and several liabilities, if the Seller is not responsible for the installation and commissioning.

## 12. 不可抗力

### Force Majeure

在签订销售合同后，如遇爆炸、船舶失事、火灾、洪水、台风、大暴雨、病疫、流行病等当事人不能预见、对其发生和后果不能避免和不能克服的不可抗力事件，以致当事人无法履行本合同的，在不可抗力持续期间可以中止履行相关义务，但受影响方应当尽早通知对方，并在事件发生后三十（30）日内提交当地政府主管部门或其他具有合法资质的单位出具的书面证明，经另一方确认后在不可抗力持续期间可以中止履行合同，并免除相应的违约责任。如不可抗力事件持续九十（90）日以上或双方均认为本合同无法继续履行的，则任何一方均可书面通知对方解除本合同。如因不可抗力事件导致交货期限或付款期限顺延的，无须承担违约责任。 After the execution of the Sales Contract, if the parties are unable to perform this contract due to force majeure events such as explosion, shipwreck, fire, flood, typhoon, heavy rain, disease, epidemic, etc., which are unforeseeable, unavoidable and insurmountable, the parties may suspend the performance of relevant obligations during the period of force majeure, but the affected party shall notify the other party as soon as possible and submit a written certificate issued by the local government department or other legally qualified units within thirty (30) days after the occurrence of the event. After confirmation by the other party, the performance of the contract may be suspended during the period of force majeure and the corresponding liability for breach of contract shall be exempted. If the force majeure event lasts for more than ninety (90) days or both parties believe that this contract cannot be continued, either party may notify the other party in writing to terminate this contract. If the delivery period or payment period is postponed due to force majeure, no liability for breach of contract shall be borne.

## 13. 菲斯曼的权利

### Right of Viessmann

#### 13.1. 菲斯曼保证：

Viessmann warrants that

- 就其所知，菲斯曼的专利（于合同或协议签订之日尚未授予的专利将在授予时）是有效的，且买方根据合同或协议销售或使用菲斯曼产品不会侵犯菲斯曼未持有的任何有效或既有的中国专利。

to the best of its knowledge, the Viessman Patents are (or, in relation to Patents which have not yet been granted as of the date of the Contract or Agreement, will upon grant be) valid and that the sale or use of Viessmann Products b

y the buyer in accordance with the Contract or Agreement will not infringe any valid or subsisting patents not held by Viessmann in China.

- 菲斯曼是产品的专有技术的合法所有人，就其所知，不存在妨碍菲斯曼向买方授予协议所述权利的事宜。就菲斯曼所知，不存在因产品的使用或销售侵犯了任何第三方在中国的专利、版权或其它知识产权而提出的或可能提出的索赔要求。

Viessmann is the lawful owner of the Products' know-how and is not aware of any issue that would prevent it from granting the buyer the rights specified in the Agreement. Viessmann is not aware of any actual or possible claims against Viessmann for infringements upon the patent, copyright or other intellectual property rights of any third party in China arising from sale or use of the Products.

### 13.2. 买方承认并同意：

The Buyer acknowledges and agrees that:

- 菲斯曼及其关联方公司拥有或即将拥有菲斯曼根据协议提供的所有图纸、技术规范和其它资料及其全部或任何部分的所有复制件、修订本和复印本在包括中国在内的全世界范围的版权和所有其它知识产权；

Viessmann and its affiliates owns or will own the copyright and all other intellectual property rights throughout the world including China in all drawings, specifications and other material to be provided by Viessmann pursuant to the Agreement, and in all reproductions, modifications and copies of the whole or any part thereof; and

- 买方仅有权为正常行使协议规定的权利而复制这些图纸、技术规范和其它文件。

The buyer is only authorized to reproduce those drawings, specifications and other documentation for the purpose of properly exercising its rights under the Agreement.

### 13.3. 如果买方得知区域内有任何实际或可能侵犯菲斯曼的任何权利的情形，买方应立即书面通知菲斯曼实际侵权或可能发生的侵权的详细情况。

If any infringement or threatened infringement of any of Viessmann Rights in the domain comes to the notice of the buyer, then the buyer shall immediately inform Viessmann by written notice with details of the infringement or threatened infringement.

### 13.4. 如果他人因买方使用产品上的或与产品有关的菲斯曼商标，而对买方采取或威胁采取法律行动，买方必须立即书面通知菲斯曼，并向菲斯曼提供买方持有或掌握的所有相关文件的复印件。在此情形下，菲斯曼有权自担费用，通过其自行选定的律师，全权抗辩索赔要求。买方必须提供菲斯曼要求的所有协助，全面配合菲斯曼的抗辩。

If any legal action or other legal proceeding is threatened or filed against the buyer as a result of the buyer's use of the Viessmann Trademarks on or in connection with Products, The buyer must promptly notify Viessmann in writing thereof and send to the buyer copies of all relevant documents that are in the buyer's possession or control. In such an event, Viessmann shall have the right at its expense to take exclusive charge of the defense of any such claim through counsel of its own choice. The buyer must render all assistance required by Viessmann and cooperate fully with Viessmann in defending any such claim.

- 13.5.** 如果第三方因买方在协议有效期内区域内销售或使用产品对买方提起侵犯菲斯曼权利的诉讼，菲斯曼应对买方直接因此产生的所有损失和费用进行补偿。但是，只有满足以下全部条件，菲斯曼的补偿责任才能适用：

Viessmann must compensate the buyer for all losses and costs incurred by the buyer arising directly out of any legal action brought up by a third party against the buyer for infringement of Viessmann Rights by reason of the buyer's sale or use of the Products in the domain during the term of the Agreement. But Viessmann's liability to compensate will only apply if:

- 买方立即通知菲斯曼有关诉讼事宜，并提供与声称的侵权有关的所有通信、通知或其它文件的复印件，并详细说明案件情况和背景；  
Viessmann is promptly informed and presented with a copy of each communication, notice or other action related to the alleged infringement and with full details of the alleged infringement and their surrounding circumstances;
- 买方全权委托菲斯曼进行反诉讼，达成和解或妥协，并提供所需信息和协助；  
Viessmann is given all authority, information and assistance necessary for it to litigate, settle or compromise any legal proceedings;
- 未经菲斯曼书面许可，买方不得擅自对任何法律诉讼达成和解；  
No settlement of any legal proceedings is made without the express written permission of Viessmann;
- 买方严格按照协议的条款在区域内使用菲斯曼权利；损失和费用不是因买方使用非由菲斯曼提供的信息或产品造成的。  
The buyer has used the Viessmann Rights in the domain strictly in accordance with the terms of this Agreement; The losses and costs are not incurred as a consequence of the buyer using information or product not provided by Viessmann.

- 13.6.** 未经菲斯曼书面许可，买方擅自向第三方支付和解金、赔偿金等，将视为买方放弃向菲斯曼请求赔偿的权利。

If the buyer makes the reconciliation payment, compensation etc. directly without written permission from Viessmann, such payment shall be deemed to waive the right of the buyer to claim for compensation from Viessmann.

- 13.7.** 如果买方得知在区域内有任何实际或可能的行动，拟暂停或废除菲斯曼的权利，则买方必须立即书面通知菲斯曼该等实际或可能的行动的详细情况，且买方必须向菲斯曼提供菲斯曼所要求的协助，以便菲斯曼对该等行动进行抗辩。菲斯曼必须向买方支持提供该等协助发生的合理费用。

If any action or threatened action for the suspension or revocation of the Viessmann Rights in the domain comes to the buyer's notice, then the buyer must immediately give written notice to Viessmann of particulars of such action or threatened action, and the buyer must provide Viessmann with such assistance as Viessmann may require for the defense of any such action. Viessmann must pay for the buyer's reasonable costs of rendering such assistance.

- 13.8.** 如因买方违反协议的任何条款，或未能严格按照协议的规定使用菲斯曼的权利，或未能遵守适用于买方的任何法律法规导致菲斯曼遭受任何损失或发生任何费用，包括但不限于任何对产品责任的索赔，买方应向菲斯曼作出全额赔偿。

The buyer must compensate Viessmann for all losses and costs incurred by Viessmann arising from a breach of any provision of this Agreement by the buyer or the failure of the buyer to use the Viessmann Rights strictly in accordance with the Agreement (including without limitation any claims for product liability) or the failure of the buyer to comply with any law or regulation applicable to the buyer.

- 13.9.** 如在非买方授权区域，出现由买方区域经销商异地销售菲斯曼产品，被跨区域销售区域总代会将异地销售菲斯曼产品按经销商当时购买价格全部收回，且退回买方，其回收费用及运至买方仓库的运费全部由买方承担。

If the buyer's dealer sells the Viessmann's products to the domain not authorized, the buyer should collect the products back and pay the goods value according to the end user's purchasing price and transportation fee from site to the buyer's warehouse.

## **14. 责任限制**

### **Limitation of Liability**

- 14.1.** 作为一般原则，如果合同产品导致了任何人身伤害，仅在该等人身伤害被证明是由于菲斯曼或菲斯曼负责的其他方的过错造成的情况下，菲斯曼才有义务对该等人身伤害承担相应的责任；同样地，如果合同产品遭受了任何损失，仅在该等损失被证明是由于菲斯曼或菲斯曼负责的其他方的过错造成的情况下，菲斯曼才有义务对该等损失承担相应的责任。前述对货物损失的责任不包括买方或其他第三方设计、制造或采购的产品，以及包含买方或其他第三方设计、制造或采购之产品的其他产品。

As a general principle, in the event of any personal injury caused by the Products, Viessmann only accepts the respective liability for such injury provided the injury is proved to be due to fault on Viessmann's part or on the part of others for whom Viessmann is responsible. Similarly, in the event of any damage to goods, Viessmann only accepts the respective liability for such damage to the extent that the said damage is proved to be due to fault on Viessmann's part or on the part of others for whom Viessmann is responsible. The said liability for damage to goods does not include products designed, manufactured or purchased by the Buyer.

r or other third party, either, or any other products in which such products are included.

- 14.2.** 菲斯曼不对与供货相关的任何生产损失或利润损失负责，并且菲斯曼的责任不得超出明确约定的范围。如果菲斯曼基于上述条款而应对特定事项负责，菲斯曼的责任应仅限于指定的部件/设备的价值，以及根据已提供的项目建议书或订单确认书等文件需由菲斯曼支付的运费及类似费用。仅在买方完全履行了其承担的责任的前提下，菲斯曼所承担的责任才对菲斯曼有约束力。

Viessmann accepts no liability for any production loss or loss of profit in connection with the supply or any other consequential loss, and Viessmann's liability shall not exceed what is expressly specified. If Viessmann becomes liable under the terms stated above, its liability shall be limited to the value of the specified parts/ equipment plus any freight and similar costs which are to be defrayed by Viessmann in accordance with the submitted proposal or the order confirmation. The obligations accepted by Viessmann are only binding provided the Buyer duly fulfills all the obligations undertaken by it.

- 14.3.** 尽管有以上内容，对于以下情况，菲斯曼不承担任何责任：

Notwithstanding the above, Viessmann shall not be liable under any of the following circumstances:

- 因不可抗力发生，合同产品给买方或其他任何第三方造成了财产或人身损害；  
Due to any Force Majeure events, the Products cause any damages/ injury to the property or body of the Buyer or any third party;
- 合同产品的缺陷造成买方或其他任何第三方人身或财产损害，但合同产品投入流通时的科学技术水平尚不能发现缺陷的存在，或者将合同产品投入流通时的科学技术水平尚不能发现缺陷的存在。此处所称“缺陷”是指产品存在危及人身、他人财产安全的不合理的危险；产品有保障人体健康和人身、财产安全的国家标准、行业标准的，是指不符合该标准；  
Any defects of the Products cause any damages/ injury to the property or body of the Buyer or any third party, but such defects were non-existent when the Products were put into circulation, or the defects cannot be found at the time of circulation due to the scientific and technological level at that time. The term “defects” means the unreasonable danger existing in the Products that threatens the safety of human body or properties of others, or, means nonconformity with the respective national standards or industry standards safeguarding human health and safety of human body and property (provided there are such applicable standards);
- 由于买方或其他任何第三方的过错使产品存在缺陷，造成不能正常使用或人身、财产损害，包括但不限于以下情形：

The Products cannot be normally used, or damages/ injury occur due to defects of the Products caused by the fault of the Buyer or any third party, including but not limited to:

■没有按照产品的性质进行运输、接收、保管等;

Failing to transport, accept, keep or otherwise dispose of the Products in accordance with their nature;

■超出适用的工作范围进行使用;

Using the Products exceeding the appropriate scope of use;

■未按有关说明进行不当的操作、保养、管理;

Inappropriately operating, maintaining, managing or otherwise disposing of the Products in violation of the respective instructions;

■未经菲斯曼书面认可, 自行改造或变动产品;

Unilaterally altering or changing the Products without the prior written consent of Viessmann;

■接受菲斯曼或菲斯曼指定的安装方、维修方之外的其他任何第三方的安装、维修等, 因此而导致的故障;

Accepting the installation, repair or other services provided by any third party other than Viessmann or the Viessmann designated installing/ repairing entity, which causes malfunction of the Products;

■由于产品性质发生的自然磨损、消耗等;以及

The natural attrition, depletion and so on due to the nature of the Products; and

■违反有关法律法规的规定而使用产品。

Using the Products in violation of the requirements of the relevant laws and regulations.

## 15. 保密信息

### Confidential Information

- 15.1.** 除非中国政府或司法机构作出强制性规定: 买方必须对保密信息予以保密, 未经菲斯曼事先书面同意, 不得向世界任何地方的任何人披露或以任何方式交流其获取或收到的任何保密信息, 亦不得允许其任何员工、分销商和其它合作伙伴向世界任何地方的任何人披露或以合作方式交流其得到或收到的任何保密信息。但允许买方为行使其协议项下的权利或履行其协议项下的义务向其员工披露或交流这些信息。



Unless otherwise governed by compulsory rules of Chinese government or judiciary bodies,

The buyer must keep confidential the Confidential Information and must not at any time whether during the currency of the Agreement or after its expiration or termination without the prior written consent of Viessmann disclose, or in any way communicate, to any person in any part of the world, or permit any of its employees, sub-dealers and other partners to disclose or in any way communicate to any person in any part of the world, any of the Confidential Information which it has acquired or received, except to the buyer's own employees for the purpose of the buyer exercising its rights or fulfilling its obligations under the Agreement.

- 15.2.** 买方同意，菲斯曼向买方披露保密信息的明确目的是为了使其能够履行其协议项下的义务，而不是出于其它目的。

The buyer acknowledges that the confidential information is and will be disclosed to the buyer for the express purpose of enabling the buyer to fulfill its obligations under the Agreement and for no other purpose.

- 15.3.** 买方不得以对菲斯曼或菲斯曼集团造成或可能造成伤害或损失的方式，使用任何保密信息。

The buyer must not use any of the confidential information in any manner which causes or may cause injury or loss to Viessmann or Viessmann Group.

- 15.4.** 未经菲斯曼事先书面同意，买方不得全部或部分复制保密信息或允许他人全部或部分复制保密信息。但为行使其协议项下的权利或履行其协议项下的义务而复制的除外。

The buyer must not copy the confidential Information or allow it to be copied entirely or partially, without the prior written consent of Viessmann, except for the purpose of exercising its rights or fulfilling its obligations under the Agreement.

- 15.5.** 买方必须采取合理、必要的防范措施，以维护保密信息的保密性，并防止保密信息被未经授权擅自使用或披露。此类防范措施包括要求接触或将要接触保密信息的买方所有员工、董事、分销商和其它合作伙伴与买方签署保密协议。菲斯曼有权自行决定对协议执行情况进行核查。

The buyer must take such reasonable precautions as may be necessary to maintain the confidentiality of the confidential Information and to prevent its unauthorized use or disclosure. Such precautions shall include requiring all employees, directors, sub-dealers and other partners of the buyer who have or will have access to any of the confidential information to sign a confidentiality agreement with the buyer. Viessmann reserves the right to review the agreement and the enforcement at its own discretion.

- 15.6.** 一旦协议终止或解除，或者菲斯曼在任何时间提出要求，买方必须向菲斯曼归还菲斯曼向买方提供的保密信息以及买方制作的保密信息的所有复制品，按照菲斯曼的指示处理保密信息及其复制品。

Upon expiry or termination of this Agreement or on request at any time by Viessmann, the buyer must return to Viessmann Confidential Information delivered to the buyer by Viessmann and all copies of the Confidential Information made by the buyer, and must deal with the Confidential Information and copies of the Confidential Information in accordance with the direction given by Viessmann.

## **16. 数据合法使用和保护**

### **Data Compliance & Data Security**

- 16.1.** 协议所称个人信息，是指以电子或者其他方式记录的能够单独或者与其他信息结合识别自然人个人身份的各种信息，包括但不限于自然人的姓名、出生日期、身份证件号码、个人生物识别信息、住址、电话号码等。协议所称个人敏感信息，是指一旦泄露、非法提供或滥用可能危害人身和财产安全，极易导致个人名誉、身心健康受到损害或歧视性待遇等的个人信息。

Personal information as used in the Agreement means any information recorded electronically or otherwise that can identify a person's personal identity, either alone or in combination with other information, including but not limited to the name of the natural person, date of birth, ID number, personal biometric identification. Information, address, phone number, etc.

The term "personal sensitive information" as used in this Agreement refers to personal information that, if leaked, illegally provided or misused, may endanger personal and property safety, and may easily lead to personal reputation, physical and mental health damage or discriminatory treatment.

- 16.2.** 菲斯曼与买方之间的个人信息数据共享包含以下几种情形：

The personal information data sharing between Viessmann and the Buyer includes the following situations:

- 菲斯曼作为数据提供方，通过不同职能部门收集各种类型的数据，其中包括菲斯曼的潜在客户和最终用户的个人信息或隐私数据，并出于为菲斯曼客户提供专家建议和/或购买，维护或维修的服务之目的将上述数据通过电子邮件、短信或纸张形式共享给买方，并委托买方作为数据使用方使用上述数据。

As a data provider, Viessmann collects various types of data through different functions, including the personal information or privacy data of the Viessmann's potential customers and end users, and provides expert advice and/or purchase for the Viessmann's customers. The purpose of the service for maintenance or repair is to share the above data to the Buyer by e-mail, SMS or paper, and entrust the Buyer to use the above data as a data user.

- 买方作为数据提供方，通过不同渠道收集的买方的潜在客户和最终用户的个人信息或隐私数据，并出于为买方客户提供专家建议和/或购买，维护或维修的服务之目的将上述数据通过电子邮件、电子平台或纸张形式共享给菲斯曼，并委托菲斯曼作为数据使用方使用上述数据。由于菲斯曼总部及信息系统设在境外，所以菲斯曼有可能将数据存储在国外。

The Buyer acts as the data provider, collects the personal information or privacy data of potential customers and end users of the Buyer through different channels, and passes the above data for the purpose of providing expert advice and/or purchasing, maintenance or repair services for the Buyer's customers. The email, electronic platform or paper form is shared with Viessmann, and Viessmann is entrusted to use the above data as a data consumer. Since Viessmann's headquarters and information system are located outside the country, Viessmann may store data outside the country.
- 买方作为数据提供方，出于为菲斯曼的客户 提供专家建议和/或购买，维护或维修的服务之目的将买方员工的个人信息或隐私数据通过电子邮件、电子平台或纸张形式共享给菲斯曼，并委托菲斯曼作为数据使用方使用上述数据。

As the data provider, the Buyer will share the personal information or privacy data of the Buyer's employees to Viessmann through email, electronic platform or paper for the purpose of providing expert advice and/or purchasing, maintenance or repair services for Viessmann's customers. And entrust Viessmann to use the above data as a data consumer.

### 16.3. 数据提供方需保证:

Data provider must guarantee

- 个人信息的收集符合《中华人民共和国网络安全法》的规定；

The collection of personal information complies with the provisions of the "Network Security Law of the People's Republic of China";
- 每位被收集信息的数据主体已明示同意，其个人信息将被共享给协议中的数据使用方，存储地点有可能在境外，并有可能用于广告和产品销售之用途；本条所指明示同意是指，数据主体通过书面声明或主动做出肯定性动作，对其个人信息进行特定处理做出明确授权的行为。肯定性动作包括：个人信息主体主动作出声明（电子或纸质形式）、主动勾选、主动点击“同意”、“注册”、“发送”、“拨打”等。

Each data subject to which the information is collected has expressly consented that its personal information will be shared with the data user in this Agreement, the storage location may be outside the country, and may be used for advertising and product sales purposes;

The consent specified in this Article refers to the act of the data subject to expressly authorize the specific processing of his personal information by making a written statement or taking the initiative to make affirmative action. Affirmative actions include: the personal information subject actively makes a statement (electronic or paper form), actively checks, actively clicks "agree", "register", "send", "dial" and so on.
- 承诺在确认数据主体要求撤消或拒绝使用后，立即通知数据使用方进行删除；

Commit to notify the data user to delete immediately after confirming that the data subject requests to revoke or refuse to use it;

#### 16.4. 数据使用方需保证:

Data users need to guarantee

- 根据相关法律，特别是《中华人民共和国网络安全法》和《信息安全技术个人信息安全规范》，对由数据提供方处获得的个人信息合法地进行存储，转让和处理；未经数据提供方书面许可，不得将上述收集的个人信息用于协议规定之外的任何其它目的或披露给任何第三方；

According to relevant laws, especially the "Network Security Law of the People's Republic of China" and "Information Security Technology Personal Information Security Code", the personal information obtained by the data provider is legally stored, transferred and processed; without the data provider's written license, the personal data collected above may not be used for any purpose the Agreement or disclosed to any third party;

- 对从数据提供方处获得的数据及后续处理行为的合法性、正当性和必要性承担法律责任。Responsible for the legality, legitimacy and necessity of the data obtained from the data provider and the subsequent processing;
- 数据使用方应在于协议所规定的目的实现后，将从数据提供方获取的个人信息予以删除或匿名化处理；Data users shall delete or anonymize the personal information obtained from data providers after the fulfillment of the purposes stipulated of the Agreement;
- 承诺数据主体可以自由选择拒绝接收商业广告或撤销对个人信息收集，使用或共享；Committed data subjects are free to choose to refuse to receive commercial advertisements or to revoke the collection, use or sharing of personal information;
- 根据中华人民共和国法律，因泄露或未经授权使用个人信息承担法律责任。Liability for disclosure or unauthorized use of personal information in accordance with the laws of the People's Republic of China;

#### 16.5. 双方应确保对其员工进行合法使用数据培训。培训内容包括解释个人信息的概念，收集和处理的规则，安全保护措施等。

Both parties should ensure that their employees are trained in legal use of data. The training includes the concept of interpreting personal information, rules for collecting and processing data, and security measures.

### 17. 商业道德合规、禁止贿赂和反不当支付

**Ethics compliance, Anti-Bribery and Anti-Improper Payments**

- 17.1.** 在协议洽谈、签订和履行的整个过程中，双方均应严格遵守我国有关禁止任何单位或个人为了谋取不正当利益而向其他单位或个人支付金钱、财物或其他优惠待遇的法律、法规和规章以及双方之间反不当支付的有关约定。双方确认，卖方已经清楚地告知了买方有关反不当支付、商业道德规范等在经营活动中必须遵守的相关约定，各方均保证在从事业务过程中将

予以严格遵守。在协议有效期内，买方应避免成为政府官员或任何政府官员的代理人。买方应在账簿中，及时而准确地记录所有双方之间的交易、及与双方之间交易相关的费用。买方应遵守所有其与卖方交易有关的适用登记和报告要求。

Throughout the negotiation, signing and performance of the Agreement, both parties shall strictly abide by the laws, regulations and rules of my country that prohibit any unit or individual from paying money, property or other preferential treatment to other units or individuals in order to seek improper benefits, as well as the relevant agreements between the two parties on anti-improper payments. The parties confirm that the Seller has clearly informed the Buyer of the relevant agreements that must be followed in business activities such as anti-improper payments and business ethics, and both parties guarantee that they will strictly abide by them in the course of doing business. During the validity period of the Agreement, the Buyer shall avoid becoming a government official or an agent of any government official. The Buyer shall record all transactions between the two parties and expenses related to transactions between the two parties in its books in a timely and accurate manner. The Buyer shall comply with all applicable registration and reporting requirements related to its transactions with the Seller.

**17.2.** 各方都不会参与任何与产品销售或服务业务有关的任何形式的贿赂或给予不当回扣、不当利益、不当好处等不符合法律规定和双方约定的活动。各方均承诺不会以直接或间接的方式向任何自然人、法人或其他组织提供任何有价物品、利益或好处，以诱使其不依法履行或不适当履行职责并由此使得卖方获得不当或违法的业务机会、商业优势或其他好处。

Neither party will participate in any form of bribery or improper kickbacks, improper benefits, improper advantages, or other activities that are not in compliance with the law and the agreement between the two parties in connection with product sales or service business. Each party promises not to provide any valuable items, benefits, or advantages to any natural person, legal person, or other organization directly or indirectly to induce them to perform their duties illegally or improperly, thereby enabling the seller to obtain improper or illegal business opportunities, business advantages, or other benefits.

**17.3.** 买方违反上述约定的，卖方有权立即解除与买方之间的经销合同关系，立即终止履行双方之间所签订一切合同。买方违反上述约定引起的卖方、美国开利公司和其他的关联公司所遭受的一切损失和为此所支出的仲裁费、诉讼费、律师费等相关费用，买方承诺向卖方、美国开利公司、关联公司等单位进行全额赔偿并保证其免受任何损失，且该赔偿义务在协议终止后仍然有效。

If the Buyer violates the above agreement, the Seller shall have the right to immediately terminate the distribution contract with the Buyer and immediately terminate all contracts signed between the two parties. The Buyer promises to fully compensate the Seller, Carrier, and other affiliated companies for all losses suffered by the Seller, Carrier, and other affiliated companies caused by the Buyer's violation of the above agreement and to protect them from any losses, including arbitration fees, litigation fe

es, attorney fees, etc., and the compensation obligation shall remain valid after the termination of the Agreement.

## **18. 管辖法律及争议解决**

### **Governing Law and Dispute Resolution**

- 18.1.** 本通用条款以及基于本通用条款签署的协议(包括但不限于销售合同)受中华人民共和国法律管辖并应依其解释。

These General Terms and Conditions and any agreements (including but not limited to the Sales Contract) executed based on these General Terms and Conditions are governed and shall be construed in accordance with the laws of the People's Republic of China.

- 18.2.** 如发生本通用条款以及基于本通用条款签署的协议(包括但不限于销售合同)项下的或相关的任何争议,各方应首先进行友好协商,如无法通过友好协商解决,则提交北京市顺义区人民法院诉讼解决。

In the event of any disputes arising from or in connection with these General Terms and Conditions and any agreements (including but not limited to the Sales Contract) executed based on these General Terms and Conditions, the parties shall firstly try to resolve such disputes through friendly negotiation; if the disputes cannot be resolved through friendly negotiation, the disputes shall be submitted to the the People's Court of Shunyi District, Beijing for litigation resolution.

## **19. 其他**

### **Miscellaneous**

- 19.1.** 本通用条款由菲斯曼为规范其在中国的产品销售的目的,基于现行的中国法律及通行的商业惯例而拟定。

These General Terms and Conditions are prepared by Viessmann for the purpose of standardizing its sales activities in China on the basis of the currently effective laws of China and the business practice.

- 19.2.** 就菲斯曼与其客户(买方)每一宗交易而言,买方在签署销售合同前应仔细审阅本通用条款,并就任何疑问及时与菲斯曼沟通。如果买方在签署销售合同前未就本通用条款提出疑问或异议,应视为买方同意本通用条款的内容,并接受相应的法律后果。

As for each transaction between Viessmann and its clients (the Buyer), the Buyer is advised to carefully review these General Terms and Conditions prior to the execution of the Sales Contract, and to communicate with Viessmann with respect to any queries. Should the Buyer fail to raise any questions or objections to these General Terms and Conditions prior to the execution of the Sales Contract, the Buyer shall be deemed as having accepted these General Terms and Conditions and the respective legal consequences.

**19.3.** 如果本通用条款的任何部分基于任何原因而无效，其余部分仍然有效并对相关当事方具有约束力。如本通用条款与双方另行达成的其他特殊约定发生冲突，则应以后者为准。

If any part of these General Terms and Conditions becomes invalid due to any reason, the remaining parts thereof shall remain effective and binding upon the parties. In case of any discrepancies between these General Terms and Conditions and other special agreements between the parties, the latter shall prevail.

**19.4.** 菲斯曼的通用条款一旦有变化，菲斯曼没有义务通知买方。

Once Viessmann's General Terms change, Viessmann is not obliged to notify Buyers.

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兹确认本公司(作为买方)已审阅以上通用条款，本公司同意和接受其全部内容，并愿受其约束及承担相应的法律责任。

This is to confirm that we, as Buyer, have reviewed the above General Terms and Conditions, we agree with and accept all the provisions thereof, and are willing to be bound by them and to assume the respective legal obligations.