

Installation Service Terms and Conditions/BHS
of
BHS CORRUGATED Machinery (Shanghai)
(Version: 27th of October 2011)

博凯机械（上海）有限公司

安装服务条款和条件

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1. Scope of Application

适用范围

These Installation Service Terms and Conditions shall be applicable in addition to the Terms and Conditions of Sales/BHS – Machines, Plants -, the Terms and Conditions of Sales/BHS - Commissioned Orders – and the Service and Spare Parts Terms and Conditions, of BHS CORRUGATED Machinery (Shanghai) (in the following referred to as „BHS CORRUGATED“), for all installation and maintenance work carried out by BHS CORRUGATED’s technical staff at the Customer’s site. The Terms and Conditions of Sales/BHS – Machines, Plants -, the Terms and Conditions of Sales/BHS - Commissioned Orders – and the Service and Spare Parts Terms and Conditions/BHS of BHS CORRUGATED, are hereby made an integral part of these Installation Service Terms and Conditions. In the event of a contradiction between these Installation Services Terms and Conditions and the Terms and Conditions mentioned above of BHS CORRUGATED, the provisions of the Installation Service Terms and Conditions shall prevail.

除了博凯机械（上海）有限公司（以下简称“博凯”）的机器和设备销售条款和条件、博凯委托订单销售条款和条件以及服务和配件条款和条件外，本安装服务条款和条件也予以适用，就博凯技术人员在客户现场实施的安装和维护工作做出相关规定。博凯机器和设备销售条款和条件、博凯委托订单销售条款和条件以及博凯的服务和配件条款和条件共同构成本安装服务条款和条件的组成部分。若本安装服务条款和条件与博凯的前述条款和条件冲突，则以本安装服务条款和条件的规定为准。

2. Duties of the Customer on Site

客户在现场的职责

The Customer shall, at his own expense, provide the following technical assistance:
客户应提供下列技术支持，并承担相关费用：

- 2.1 Allocate the qualified technical staff required for the period of installation or maintenance work such as, but not limited to, crane drivers, fork lift truck drivers, bricklayers, locksmiths, electricians etc. as well as additional helpers. These workers shall be chosen in close consultation and agreement with BHS CORRUGATED, with

BHS CORRUGATED being entitled to refuse unsuitable staff and have them replaced by other workers. When asked to assist in BHS CORRUGATED’s work, the customer’s workers shall follow the technical instructions of BHS personnel.

指派安装或维护工作期间所需的合格技术人员，诸如（但不限于）起重机司机、叉车司机、砖瓦工、钳工、电工等，以及其他协助人员。该等工作人员应根据客户与博凯的密切协商和约定选择，同时博凯有权拒绝不合适的工作人员并替之以其他工作人员。当博凯要求客户的工作人员协助其工作时，客户工作人员应遵从博凯人员的技术指示。

BHS CORRUGATED shall be liable for any damage caused by the Customer’s workers should BHS personnel have given them wrong instructions which caused the damage. In all other cases pursuant to this clause 2.1, subpara 2, the Customer shall be liable in addition to his staff.

如果博凯人员对客户工作人员给出了错误指示从而造成损害，那么博凯应对该等情形下客户工作人员造成的损害承担赔偿责任。在根据上述第 2.1 条第 2 款的所有其他情况下，客户也应对其员工承担责任。

- 2.2 Provide the required equipment and lifting devices such as stackers, cranes, as well as materials such as lubricants, cleaning and incidental materials and, cutting device, compressed air and electricity.

提供所需的设备和起重服务，诸如堆垛机、起重机，以及润滑材料、清洁和附带材料，切割设备、压缩空气和电源。

- 2.3 Provide suitable recreation rooms, restrooms and work rooms for storing the personal luggage, tools and other equipment of BHS personnel. The Customer, at his own expense, shall provide replacement if any of the aforesaid objects are lost or damaged due to insufficient locking. Clause 7 of the Installation Services Terms and Conditions is hereby referred to.

提供适宜的休息室、洗手间和用来放置个人行李，工具和博凯工作人员的其他设备的地方。客户应在上述物件由于门未适当上锁而遗失，受损的情况下提供替代品，并承担相关费用。见下文本安装服务条款和条件的第 7 条。

- 2.4 Provide all structural work, in particular laying

the required foundations, which shall be ready for loading, before the start of installation.

提供所有的结构性工作，尤其是在安装开始前为装载工作打好地基。

- 2.5 The Customer shall ensure that all required measures for the safety of life and health of BHS personnel, e.g. safety of their workplace and compliance with all existing safety regulations shall be taken. In the case of installations abroad, the Customer, upon request of BHS CORRUGATED, shall take all safety measures for the protection of BHS personnel's workplace requested by BHS CORRUGATED.

客户应确保有关博凯人员生命和健康安全所需的一切防护措施，例如采取一切措施保障他们工作场地的安全并确保该等措施符合现有的安全法规。若安装服务在国外进行，客户应按照博凯的要求采取所有的安全措施来保护博凯人员的工作场地（即博凯要求的工作场地）。

- 2.6 If training courses are held at the Customer's premises, the Customer shall make available, at his own expense, class rooms, technical aids as well as any other operating capacities required for a plant operation training.

如果在客户的场所开办培训课程，客户应提供教室，技术辅助和车间操作培训所需的任何其他操作设施，并承担相关费用。

- 2.7 Should the Customer not comply with these obligations described in item 2, BHS CORRUGATED shall be entitled, but not obligated, to perform these activities, or have them performed at the Customer's expense or to discontinue its work until the Customer has fulfilled his duties. Such justified discontinuance shall establish a default in taking delivery on the part of the Customer.

若客户违反第 2 条中约定的义务，博凯有权利而没有义务来开展该等服务，或者让他人完成该等服务并由客户承担该等服务的费用或中断其工作直至客户履行了其职责。该等合理的中断应构成客户在交接过程中违约。

3. Installation of Third Party Products

第三方产品的安装

- 3.1 The Customer shall point out to BHS CORRUGATED any third party products that were not delivered by BHS CORRUGATED not later than when such third party products are being provided. BHS CORRUGATED shall not be obliged to inspect or examine such third party products for defects or suitability. BHS CORRUGATED's liability in such cases shall be limited to its own performance. In particular, BHS CORRUGATED shall not be liable in any way for any indirect or consequential damage except in cases of intent or gross negligence on the part of BHS personnel.

客户应向博凯指明任何非由博凯交付的第三方产品，且该等指明不得迟于上述第三方产品被提供之时。博凯没有义务检验该第三方产品是否存在缺陷或是否合适。博凯在该等情况下的责任应仅限于自身对义务的履行。特别是，除

非在博凯人员的故意或重大过失的情况下，博凯不对任何间接或结果性损害承担任何责任。

- 3.2 Should the Customer not inform BHS CORRUGATED of the use of third party products as agreed upon in clause 3.1, BHS CORRUGATED shall be entitled to estimate any additional expenses during installation resulting directly or indirectly from the use of such products in comparison to the use of spare parts delivered by or via BHS CORRUGATED and to invoice this estimated expenditure at its list prices to the Customer. The Customer shall be free to prove that the additional expenditure estimated by BHS CORRUGATED would also have been necessary, as a whole or in part, if spare parts delivered by or via BHS CORRUGATED had been used.

若客户未根据第 3.1 条约定告知博凯第三方产品的使用事宜，则博凯有权估算在安装期间因使用该等产品和使用博凯交付或通过博凯交付的配件相比而直接或间接产生的额外费用，并且就该估算的费用按其标价向客户开具发票。客户可以证明，如果当时使用了博凯交付或经由博凯交付的配件，则博凯估算的额外费用，无论全部还是部分，都将是必要的。

4. Bearing of Risk and Deadlines

风险的承担和截止日期

In cases of force majeure within the meaning of the Terms and Conditions of Sales/BHS – Machines, Plants –, the Terms and Conditions of Sales/BHS – Commissioned Orders – and the Service and Spare Parts Terms and Conditions/BHS of BHS CORRUGATED or discontinuance according to clause 2.7, the Customer, after the removal of the impediment, shall extend all contractual deadlines set for BHS CORRUGATED to the extent required. Any additional expenses for BHS CORRUGATED resulting from such a delay shall be borne by the Customer.

若在博凯机器和设备销售条款和条件，博凯委托订单销售条款和条件，以及博凯的服务和配件条款和条件的意义范围内发生不可抗力事件或第 2.7 条所述的中断事件，客户应在消除该等阻碍后，将为博凯设定的所有合同截止日期延长至要求的范围。博凯由于该延迟而产生的额外费用由客户承担。

5. Costs

成本

Where applicable, BHS CORRUGATED shall deliver objects pursuant to the specifications stated in the contract or order confirmation and their exhibits or attachments. Installation materials, for instance for the supply and discharge of water, waste water, steam, glue, electricity, ventilation, noise protection, oil etc. are not part of BHS Service's scope of delivery and shall be provided by the Customer. If BHS CORRUGATED supplies these materials on the basis of

a special agreement, it will invoice these materials separately.

在适用的情况下，博凯应按照合同、订货确认书及其附录或者附件明确的规范交付物件。安装材料，如为供水，排水，蒸汽，胶粘剂，电源，通风设备，降噪装置和油等的供应和排放需要的安装材料，不属于博凯应交付的服务内容，而应由客户提供。如果博凯根据一份特殊协议供应这些材料的话，博凯将为该等材料的费用单独开具发票。

6. Performance Records

履行记录

- 6.1 BHS personnel shall submit daily performance records to the Customers or its representative as evidence of the work hours spent. When the Customer has signed these records, they shall be binding for both parts and be the basis for the invoicing of labour costs by BHS CORRUGATED.

博凯人员应向客户或其代表提供每日履行记录，作为所耗工作时间的证明。客户在该记录上签字后，该记录对双方均有约束力并作为博凯向客户要求支付劳动力成本的依据。

- 6.2 Whenever acceptance procedures have been agreed upon, the Customer shall carry out and sign acceptance as soon as possible after he has been notified of the plant's readiness for acceptance. Otherwise, the Customer will inspect the installation work for completeness and faultlessness immediately after completion and notify BHS CORRUGATED in writing of any defects detected.

验收程序一经商定，客户应在收到有关设备已做好验收准备的通知后尽快执行并签字验收。否则，客户应在竣工后立即就安装工作的完整性和完善性进行检验，并书面通知博凯其检测发现的任何缺陷。

7. Insurance

保险

The Customer, at his own expense, shall provide for the protection of the objects supplied by BHS CORRUGATED and BHS CORRUGATED' installation tools against fire and theft by taking out and furnishing evidence of relevant insurance policies, with the insurance sum covering the value of such objects and tools. After the transfer of risk, BHS CORRUGATED, irrespective of who is at fault for a fire or theft damage incurred, shall not be liable except in cases of intent or gross negligence on the part of officers or employees of BHS CORRUGATED.

客户应通过投保以保护博凯提供的物件和安装工具免受火灾和盗窃损失，并提供相关保险的证明，保险金额应涵盖该物件和工具的价值。风险转移后，博凯不对发生的火灾或盗窃承担责任，不管谁对火灾的发生或盗窃存在过错，除非因博凯的高级职员或雇员的故意或重大过失造成该等损害。