

General Terms and Conditions (GTC) 通用条款及条件 (GTC)

(The currently valid General Terms and Conditions are available on the Internet.)
(现行《通用条款及条件》可在因特网上获得。)



1. Scope

范围

These General Terms and Conditions are applicable for deliveries and services of **BELIMO Automation (Shanghai) Co., Ltd.**, (hereinafter "BELIMO") to the client. If the client requests a delivery or service abroad, the contract will be concluded with the local BELIMO company in that country or with a BELIMO company named by BELIMO in the order confirmation. In such case, the General Terms and Conditions of the BELIMO company appointed in the order confirmation will be applicable. In case our delivery includes Software and accompanying documentation, the terms of the license agreement are applicable in addition to these General Terms and Conditions. However, in case of any conflict between the two documents, the license agreement shall prevail.

本《通用条款及条件》适用于为力谋自控设备（上海）有限公司（下称“BELIMO”）向客户提供的交付项目及服务。如客户要求（在瑞士）国外交货和服务，则客户应与 BELIMO 在该国家的当地公司或 BELIMO 在订单确认书中指定的 BELIMO 公司达成合同。在该情形下，订单确认书中指定的 BELIMO 公司应适用《通用条款及条件》。如 BELIMO 的交付项目包括软件及随附资料，则在本《通用条款及条件》之外，许可协议的条款也应当适用。但如果本《通用条款及条件》与许可协议的条款之间存在冲突，则应以许可协议为准。

2. Conclusion of the contract

合同的达成

The contract is deemed to be concluded upon receipt of an order confirmation by the client or, upon absence of such confirmation, upon the segregation of the ordered products by BELIMO. All catalogues, brochures and publications on the Internet are considered to be an invitation to offer and are not binding for BELIMO.

本合同在客户收到订单确认书或（若无订单确认书）在 BELIMO 开始备货已订购的产品之时，视为已获达成。因特网上的所有目录册、手册及出版物均应视作要约邀请，对 BELIMO 不具有约束力。

Modifications or additions to these General Terms and Conditions or to the contract are not valid without written approval by BELIMO. Orders that deviate from the specifications published by BELIMO or contain additions or modifications made by the client will only be effective if they have been expressly approved by BELIMO with a written order confirmation.

若无 BELIMO 的事先书面批准，对本《通用条款及条件》或合同作出的任何修订或补充均属无效。不同于 BELIMO 已公布规范或包含客户补充或修订内容的订单，应在 BELIMO 通过书面订单确认书予以批准后生效。

3. Cancellation of the contract

合同取消

Orders of products according to catalogue (standard products) may be cancelled by the client until the segregation of the ordered products by BELIMO provided that BELIMO has received the statement of cancellation prior to the time of segregation.

按照目录册订购的产品订单（标准产品）可由客户在 BELIMO 开始备货已订购的产品之前予以取消，但前提是 BELIMO 在准备产品之前已收到取消函。

Orders of customers' products (special designs etc.) may be cancelled only up to 4 hours after receipt of the order by BELIMO. In that case, a service charge of 20% of the net order amount will be invoiced to the client. In case of customised products or configured actuators, a service charge of 30% of the net order amount will be invoiced to the client.

客户专属产品订单（特别设计等）仅可在 BELIMO 收到订单后不超过 4 小时内予以取消。在该情形下，BELIMO 将按订单净额的 20% 向客户收取服务费。如为定制化产品或特制执行器，则 BELIMO 将按订单净额的 30% 向客户收取服务费。

4. Prices

价格

If not expressly specified otherwise, all price information is including VAT.

除非另有明确说明，否则所有价格均为含增值税价格。The standard packaging of the ordered products is included in the net price. All other costs, such as for transport, insurance, taxes, customs duties as well as export, import or other necessary approvals will be invoiced as additional charges. The net price does not include any additional services performed by BELIMO, such as installation, commissioning and compilation of diagrams etc. A small-order fee in the amount of RMB 100 will be charged for orders with a net price of less than RMB500.

已订购产品的标准包装包含在净价中。所有其它费用（如运输费、保险费、税费、关税及出口、进口或其它必要批文的办理费）将作为附加费用开具发票。净价不包括 BELIMO 提供的任何附加服务，如安装、调试及图表编制等。净价低于 500 人民币的订单将被收取 100 人民币的小型订单费。

BELIMO reserves the right to change prices at any time until the conclusion of the contract. BELIMO 保留在合同达成之前随时变更价格的权利。

5. Delivery conditions

交付条件

All times, dates and delivery deadlines are considered non-binding, unless their binding nature has been expressly agreed in writing. Binding delivery deadlines and dates that have been agreed upon in writing are met when the product is made available in the distributing warehouse before the corresponding dates have passed. If BELIMO has a delay in delivery, it is assumed that the client continues to demand the delivery. Compensation for late delivery or for replacement is excluded.

除非双方已通过书面文件明确约定其具有约束性质，否则所有时间、日期及交付期限均不具有任何约束力。当产品在交货期限及日期之前已进入配货仓库并可随时供货，则应视为满足书面约定的有约束性的交货期限及日期。如 BELIMO 发生交货延迟，则客户将被假定继续要求交货。延迟交货或产品更换的赔偿应排除在外。

If not otherwise indicated on the order confirmation, delivery of the Goods shall be made in accordance with Incoterms® 2020 DAP Goods recipient (DAP = Delivered At Place, delivery address ship-to-party)

除非订单确认书中另有约定，否则货物应按照《国际贸易术语解释通则（2020）》DAP 交付（DAP=收货人地址目的地交货）。

BELIMO reserves the right not to deliver the ordered products if they are unavailable; in this case, BELIMO will immediately notify the client of the non-availability and, if necessary, reimburse any payment already made.

如已订购的产品无法获得，则 BELIMO 保留不予交货的权利，在该情形下，BELIMO 应立即向客户通知该情况并在必要时补偿客户已经支付的任何款项。

6. Payment conditions

支付条件

The Client shall pay in full according to the payment terms stipulated in the contract between BELIMO and the client. If the client is in delay, BELIMO reserves the right to withhold further deliveries.

客户根据其于 BELIMO 签署的合同中明确的账期，向 BELIMO 全额支付货款。如客户出现逾期，则 BELIMO 保留停止进一步交货的权利。

The client is not entitled to offset outstanding accounts from BELIMO with any counterclaims.

客户无权从 BELIMO 的任何未偿款项中冲抵反索赔金额。

7. Application, installation and use of BELIMO products

BELIMO 产品的应用、安装及使用

BELIMO products are intended for professional use only. BELIMO products may only be installed and replaced by skilled qualified personnel.

BELIMO 产品仅供专业人士使用。BELIMO 产品仅可由具备资质的熟练人员予以安装及更换。

BELIMO products must be used in accordance with the specifications of the respective currently valid data and assembly sheet. The use of Belimo Cloud

Services is subject to the "Terms of Use for Belimo Cloud Services" as amended from time to time.

BELIMO 产品必须按照相关的现行数据与装配表规范获得使用。Belimo 云服务的使用应符合《Belimo 云服务使用条款》（最新修订版）。

8. Specifications

规范

Except when otherwise expressly stipulated, the information published by BELIMO in text or picture form (e.g. illustrations or drawings) in catalogues, brochures, websites, data and assembly sheets or other publications conclusively defines the specific characteristics of the goods delivered by BELIMO and their application possibilities and does not represent any guarantee for durability or specific characteristics. The specific characteristics of the delivered products can deviate from that of images or samples in respect to material, colour or shape. BELIMO does not accept any responsibility for the performance or fitness of products for a particular purpose.

除非另有明确约定，否则 BELIMO 在目录册、手册、网站、数据与装配表或其它出版物中公布的信息（无论是文本、图片或表格形式，如图样或图纸）仅规定 BELIMO 所交付产品的特性及其应用可能性，并不代表 BELIMO 为产品的耐久性或特性作出任何保证。BELIMO 交付的产品可能在材料、颜色或外形方面不同于图片或样品。对于产品是否适合特定用途或产品在特定用途方面的表现，BELIMO 不承担任何责任。

The specifications communicated by BELIMO are only to be regarded as a guideline. BELIMO reserves the right to change the communicated product specifications or to deliver corresponding products from third-party suppliers in place of the ordered products. BELIMO 规范仅具有指导性质。BELIMO 保留变更产品规范或通过第三方供应商为已订购产品交货的权利。

9. Reservation of title

所有权保留

The title of supplied products remains with BELIMO until the client has fully paid all invoices.

在客户全额付清所有发票之前，已供货产品的所有权仍归属于 BELIMO。

10. Passing of risk

风险转移

Benefit and risk with regard to the products purchased pass to the client in accordance with agreed Incoterms® 2020.

已购买产品的利益及风险应按照《国际贸易术语解释通则（2020）》转移至客户。

11. Redemption of products

产品回收

BELIMO may, upon prior agreement, redeem products according to catalogue (standard products) provided that these products are still contained in the product range, virgin, i.e. not older than max. 3 months, unused, and originally packed at the time of return. BELIMO does not have any duty of redemption. Redemption of customers' products (special designs, Designed to Order, configured actuators), Openline-products or products that have been procured on client's specific demand is excluded.

BELIMO 可在达成事先约定后，按照目录册回收产品（标准产品），但前提是此类产品仍在产品序列之内且属于原装产品（即：产品收货不超过 3 个月，未曾使用且在退货时具有原始包装）。BELIMO 并无任何回收责任。客户专属产品（特殊设计、按订单定制、特制执行器等）、Openline 产品或按照客户特别要求采购的产品不予回收。

The return of products according to catalogue shall be made enclosing a copy of the invoice and stating the reason for the return, free of all charges to the address of Belimo Automation (Shanghai) Co., Ltd., No. 450, North Hengshahe Road Minhang District, Shanghai 201108, P.R. China.

From the credit as agreed with the client, a service charge of at least 30% of the VAT price will be deducted. A payment of the credit in cash is excluded. It can only be credited against future orders.

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对于目录册产品的退货，客户应向搏力谋自控设备（上海）有限公司免费发送一份说明退货理由的信函并附上发票复印件，具体地址为上海市闵行区北横沙河路 450 号。
BELIMO 将从 BELIMO 与客户约定的信用款中，按至少 30% 的含税价扣除服务费。信用款不以现金支付。仅可用于在未来订单中贷记。

12. Duty of examination 检查责任

The client shall examine all products for defects within 5 working days of receipt. Any defects are to be reported to BELIMO immediately in writing; the product will otherwise be deemed to be approved. Hidden defects must be reported in writing within 5 working days after they are discovered.

客户应在收货后 5 个工作日内对所有产品开展缺陷检查。客户应立即向 BELIMO 书面报告任何缺陷，否则将视为产品已确认收货。客户应在发现后 5 个工作日内书面报告隐藏缺陷。

13. Warranty 质保

With its warranty, BELIMO guarantees during the warranty period in accordance with this clause 13, that the delivered products meet the specifications that are explicitly listed on the corresponding data sheets. For the rest, any warranty is excluded as far as permitted by law.

BELIMO 按照本第 13 条的保证，在质保期内，交付的产品符合相关数据表中列明的各项规范。对于超出质保期的，BELIMO 在法律允许的程度不做任何保证。In particular, no warranty is given for damage resulting from or partly caused by the client or by third parties acting within the scope of responsibility of the client when

需要特别说明的是，对于客户或在客户责任范围内行事的第三方因以下原因造成的任何损失，BELIMO 不作任何保证：

- Products are used in areas that are not specified in the data and assembly sheets, especially in aircraft and any other airborne means of transport; 在数据与装配表未明确规定的领域（特别是飞行器以及任何其它空运工具）使用产品；
- Products are used without observing the laws, official regulations or the instructions of BELIMO (especially regarding installation, commissioning, operating regulations and information on the data and assembly sheets); 产品的使用不符合法律、法规或 BELIMO 的指示（特别是与产品安装、调试、操作规程及数据与装配表信息相关的指示）；
- Products are used under special conditions, especially under the continuous influence of aggressive chemicals, gases or liquids or outside of the permissible operating parameters or conditions for use; 在特殊条件下使用产品，特别是产品持续受到腐蚀性化学品、气体或液体的影响或超出允许的运行参数或使用条件使用；
- Products are assembled, handled or installed incorrectly or without due care or not according to the respective authoritative state-of-the-art or are not used or installed by skilled qualified personnel;
- Products are modified or repaired without prior written approval of BELIMO; 产品在未获 BELIMO 事先书面批准的情况下发生改装或修理；
- Products become worn out as a result of inappropriate or unintended use or excessive stress; 产品由于不当或计划外使用或过大压力而发生损伤；
- Products are stored inappropriately; or 产品储存不当；或
- The client or third parties are responsible for damage. 客户或第三方应为之负责的其它情况。

Belimo also provides no warranty for normal wear and tear, including all types of corrosion, operational or

environmental wear and tear and the like, as long as this is not due to defects in materials or workmanship. 对于产品的正常损耗（包括所有类型的腐蚀、运行或环境损耗等），BELIMO 也未作出任何保证，只要此类损耗并非由于材料或工艺缺陷引起。

For Openline-products further limitations of liability according to the applicable framework agreement, concluded between BELIMO and the client, will apply. 对于 Openline 产品，双方应根据 BELIMO 与客户达成的相关框架协议，适用进一步责任限制。

The client is liable for actions or omissions of auxiliary personnel as if these were his own actions. 客户应对其辅助人员的作为或不作为负责，此类作为或不作为等同于客户自身的行为。

The warranty period is five years from the date of manufacture for BELIMO products. The warranty period is two years from the date of delivery for Openline-Products. The warranty period for products that have not been manufactured by BELIMO (trade products) can be derived from the order confirmation. Trade products are specified as such, either by the name and/or by the logo of the manufacturer. The warranty period for trade products is generally one year from the date of delivery, in exceptional cases two years from the date of delivery.

质保期应从 BELIMO 产品的制造日期开始，为期五年。对于 Openline 产品，质保期应从 Openline 产品的交付日期开始，为期两年。对于并非由 BELIMO 制造的产品（贸易产品），此类产品的质保期应根据订单确认书而定。是否属于贸易产品应根据制造商的名称及/或徽标而定。贸易产品的质保期一般从交货日期起为期一年，特殊情况下从交货日期起为期两年。

The warranty period starts at the time of manufacture or delivery of the product, respectively, without requiring acceptance from or testing by the client. The client is obliged to immediately initiate all suitable measures to minimise damage. If a timely report has been made in accordance with Section 12 above, BELIMO is obliged either to replace defective products with products that are equal or equivalent, to have them repaired either by BELIMO or third parties at BELIMO's expense or to issue the client a credit note in the amount of the net price paid for the defective product. BELIMO will decide which of these measures is taken.

质保期从产品的制造或交货时间开始起算，无须客户验收或开展测试。客户有义务立即采取适当措施将损失降至最低。如客户已按照上述第 12 条进行及时报告，则 BELIMO 有义务以相同或同等产品更换存在缺陷的产品，在 BELIMO 承担费用的情况下由 BELIMO 或第三方进行修理，或按缺陷产品的净价向客户签发一份贷记单。由 BELIMO 决定需要采取的措施。The warranty period does not restart from the beginning for replaced products.

被更换的产品的质保期不以发货之日开始重新计算。BELIMO can require the client to replace particular defective products or parts of products in a system to prevent damage, whereby reasonable client expenditures in this context that are approved in advance in writing by BELIMO will be reimbursed by BELIMO. 为防止发生损失，BELIMO 可要求客户更换某一系统中存在缺陷的产品或产品零部件，并报销客户因此发生并获得 BELIMO 事先书面批准的费用。

14. Limitation of liability 责任限制

The liability of BELIMO is defined conclusively under Section 13. Any other claims of the client towards BELIMO, irrespective of the legal basis, including but not limited to price reduction or rescission, are excluded and waived expressly herewith.

BELIMO 的责任仅限于其在本第 13 条项下的责任。客户针对 BELIMO 提起的任何其它索赔（无论是何法律依据，包括但不限于降价或解约）均予以排除并在此明确予以放弃。

Client does not have any title to claim for damage which does not occur on the products themselves as well as for compensation for such claims from the client's clients or third parties. In particular, BELIMO does not accept any liability for costs incurred in connection with a replacement (e.g. transport, dismantling, assembly, re-commissioning and

associated clarifications), costs for determining the causes of damage, for expert opinions or indirect or consequential damage (including damage resulting from defects) of any kind, such as loss of use, downtimes, loss of profit or returns etc. and for damages caused by recall actions, unless they have been caused by BELIMO intentionally or due to gross negligence.

对于产品本身之外的损失以及客户的顾客或第三方提起的索赔，客户无权提起损害赔偿。需要特别说明的是，除非是由于 BELIMO 的故意行为或重大过失造成，否则对于与产品更换相关的费用（如运输、拆卸、组装、重新调试及相关梳理费用）、为确定损失原因发生的费用、为征询专家意见产生的费用或间接或继发性损失（包括产品缺陷造成的损失，如使用损失、停工损失、利润损失或退货损失等）以及召回活动造成的损失，BELIMO 不承担任何责任。

The extent to which BELIMO's liability is excluded or limited, such exclusion or limitation also applies to the personal liability of their employees, staff, representatives and vicarious agents.

在 BELIMO 责任受到排除或限制的情况下，此类责任排除或限制也适用于 BELIMO 的雇员、人员、代表及代理人的个人责任。

15. Indemnification 赔偿

Upon BELIMO's first request, the client shall indemnify and hold harmless BELIMO in full from any third party claim in conjunction with the events listed under Section 13. This also applies to claims in connection with product liability.

接到 BELIMO 的首次请求后，客户应保证并保障 BELIMO 在与第 13 条所列事件相关的任何第三方索赔中完全免责并无需赔偿。此项规定也适用于与产品责任相关的索赔。

16. Force majeure 不可抗力

Neither BELIMO nor the client accepts liability for damage of any kind if obstacles occur which they are unable to prevent in spite of all due care, irrespective of whether these occur at BELIMO, the client or a third party. Such obstacles are, for example, epidemics, pandemics, mobilisation, war, revolts, severe interruptions of operations, accidents, labour disputes, delayed or faulty delivery of the required raw materials, semi-finished or finished goods, non-availability of important work pieces, magisterial injunctions or omissions, embargos, export or import restrictions, acts of God or any other circumstances which are, to a large extent, beyond the control of BELIMO or the client. Payments, however, may not be retained or delayed with reference to such circumstances. In such cases, both parties shall, without delay, undertake all effective measures which can be expected of them to prevent damage, or if damage occurs, to minimise the degree of this damage as far as possible.

对于双方已尽职尽责但仍无法避免其发生的任何类型损失（无论是在 BELIMO、客户或第三方处发生），BELIMO 及客户均无须负责。此类情况包括但不限于地区性和全球流行病、武装动员、战争、叛乱、严重经营中断、事故、劳工纠纷、原材料、半成品或制成品的延迟或错误交付、重要工件无法获得、政府禁令或不作为、禁运、进出口限制、天灾或在很大程度上超出 BELIMO 或客户控制的任何其它情况。但在此类情况下，不得发生付款延迟或扣留。在此类情况下，双方应立即采取所有有效措施防止损失发生或在损失已经发生的情况下将损失程度降至最低，不得拖延。

17. Resale 转售

If the product is resold, the client must impose at least the same limitations of warranty restrictions upon the buyer.

如产品发生转售，则客户必须向买方施加至少相同程度的责任保证及限制条件。

18. Privacy policy 隐私政策

BELIMO places great value on the implementation of lawful data processing to protect your personal data.

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BELIMO is obliged to process your personal data in accordance with current legislation. We are dependent on the services of third parties for the provision of our services. These third parties will only process your data in connection with the services agreed with BELIMO, will ensure the same level of data protection as BELIMO, and will not pass on your data to other third parties without your agreement. When processing your data and transferring your data to third parties, BELIMO will ensure that an appropriate level of data protection is guaranteed and that appropriate organisational and technical measures are implemented to protect your data. More detailed information on our data protection guidelines is available from the following Internet address: www.belimo.com/privacy.

为保护您的个人数据，BELIMO 非常重视数据的依法处理。BELIMO 有义务按照现行法律处理您的个人数据。我们依靠第三方提供此类服务。此类第三方将仅就其与 BELIMO 约定的服务处理您的数据，并确保您的数据获得与 BELIMO 相同水平的保护，且此类第三方不会在未获您同意的情况下将您的数据提供予其它第三方。在处理您的数据以及向第三方转移您的数据时，BELIMO 将确保您的数据获得相同水平的保护并采取适当的组织及技术措施。有关我们数据保护政策的详细信息可在以下因特网地址获得：
www.belimo.com/privacy。

19. Modifications

修订

BELIMO reserves the right to modify these General Terms and Conditions at any time.
BELIMO 保留随时修订本《通用条款及条件》的权利。

20. Severability clause

部分有效条款

In the event that one or more of the aforementioned provisions should be or become invalid, the validity of the remaining provisions shall not be affected thereby.
若上述一条或多条条款被认定为无效，其余条款的有效性不因此受到影响。

21. Applicable law and jurisdiction

适用法律及司法管辖权

Chinese law shall apply exclusively, excluding application of the UN Convention on the International Sale of Goods of 11 April 1980 (CISG).

本《通用条款及条件》应仅适用中国法律，且不适用 1980 年 4 月 11 日的《联合国国际货物销售合同公约》(CISG)。

The ordinary courts at BELIMO's domicile shall have exclusive jurisdiction.

位于 BELIMO (公司) 所在地的普通法院对本《通用条款及条件》享有专属司法管辖权。

In case of inconsistency between the Chinese and the English version of these General Terms and Conditions, the Chinese version shall prevail.

如本《通用条款及条件》的中文与英语版本之间存在任何分歧，则应以中文版本为准。