

**Dunkermotoren Taicang Co., Ltd. (Dunkermotoren)**  
**Standard Terms and Conditions of Sale**  
**For sales to buyers located in the People's Republic China**  
**Version September 2014**

1. Applicable Terms. These terms govern the sale of Products by Dunkermotoren. Whether these terms are included in a quote or an order acknowledgement by Dunkermotoren, such quote or order acknowledgement shall be on condition of the Buyer's assent to these terms. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or any other written or oral communication from Buyer shall not be binding in any way on Dunkermotoren. Dunkermotoren failure to object to any such additional, different or conflicting terms shall not operate as a waiver of these terms.

Orders placed shall be deemed accepted only when confirmed in writing by Dunkermotoren or upon delivery of the Products.

2. Pricing & Payment. The prices shall be: (a.) as stated in Dunkermotoren proposal or if none are stated, (b.) Dunkermotoren' standard prices in effect at the time of release for shipment. Discounts, if any, are as specified on the latest discount sheets issued from time to time. Cash discounts are not applicable to notes or trade acceptances, to prepaid transportation charges when added to Dunkermotoren' invoices or to discountable items if there are undisputed past due items on the account. Cash discounts shall only be allowed on that portion of the invoice paid within the normal discount period.

(a) Payment - Unless otherwise stated, all payments shall be net 30 days from invoice date payable in the currency indicated in Dunkermotoren's offer and / or order confirmation or if amicably and accordingly agreed in writing.

**德恩科电机（太仓）有限公司（德恩科）**  
**《关于向中国境内买方销售业务之标准销售条款与条件》**  
**（2014年9月版）**

1. 所适用的条款。德恩科在销售相关产品时须遵守本标准条款规定。不论德恩科的报价单或订单确认函当中是否包括本标准条款，所涉报价单或订单确认函在生效之前，必须先由买方同意本标准条款。凡在买方所发出的征询意见书、规格说明、采购订单或买方以口头或书面形式作出的任何通信内容当中所载的任何附加的、内容不同的或相抵触的条款，对于德恩科均不具有任何形式的效力。即使德恩科没有对这些附加的、内容不同的或相抵触的条款提出异议，亦不代表德恩科放弃本标准条款。

买方下达的订单，只有经过德恩科书面确认或在相关产品交付之后，才视为已获德恩科接受。

2. 定价与付款。价格应指：(a.) 德恩科报价方案中所指的价格；或者（在不提供报价方案的情形下）(b.) 德恩科在对货物放行交运时有效的标准价格。折扣（如有）以不时发出的最近期折扣单内容为准。期票或商业承兑汇票、德恩科发票上加注的提前预付运费以及（在账簿载有争议的逾期未付款项情形下的）可享折扣项目，不享受现金折扣。只有正常折扣限期内已付款的发票部分才可以享受现金折扣。

(a) 付款 – 除另有说明外，在自发票开具日期起算的 30 天内，应采用德恩科报价单及/或订单确认函所指货币或者双方通过友好协商后书面约定的货币支付全款。

(b) Credit Approval - All orders are subject to credit approval by Dunkermotoren. The amount of credit or terms of payment may be changed or credit withdrawn by Dunkermotoren at any time for any reason without advance notice. Dunkermotoren may, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require satisfactory security, in the form of a letter of credit or otherwise to Dunkermotoren before further manufacture or shipment is made; and may, if shipment has been made, recover the Products from the carrier, pending receipt of such assurances.

All letters of credit shall:

- (1) Be in favor of and acceptable to Dunkermotoren;
- (2) Be maintained in sufficient amounts and for the period necessary to meet all payment obligations;
- (3) Be irrevocable;
- (4) Be issued or confirmed by a reputable bank satisfactory to Dunkermotoren within fifteen (15) days after acceptance of any Order;
- (5) Permit partial deliveries;
- (6) Provide for pro-rata payments upon the presentation of Dunkermotoren's invoices and Dunkermotoren's certificate of delivery; and
- (7) Provide for the payment of any cancellation charges or interim amounts due under the provisions of an Acknowledgement.

In default of such cash payment or satisfactory security, in addition to Dunkermotoren's other rights and remedies, deliveries may be discontinued at the option of Dunkermotoren, and Dunkermotoren shall receive from Buyer reasonable cancellation charges to cover the value of any completed or partially finished Products that are manufactured on the Order.

(b) 赊购审批 – 所有订单均须经过德恩科的赊购审批。德恩科随时可以更改赊购金额或支付条款，亦可撤回赊购待遇，无须事先通知。德恩科可以自行酌情决定暂停日后的生产或发运作业，要求买方立即以现金支付就已经发货但未收到货款的货物支付到期未付款项、或要求买方在德恩科重新启动生产或发运作业之前，以信用证或其他形式向德恩科提供足额担保；已发货的，德恩科也可要求运输商撤回货物，要求买方提供上述各项保证。

所有信用证必须：

- (1) 以德恩科为受益人、采用德恩科可以接受的形式；
- (2) 保有充足金额，有效期直至所有款项得以支付；
- (3) 具有不可撤销质；
- (4) 在每个订单获德恩科接受以后的15（十五）天内，由一家声誉良好、德恩科认可的银行开具并保兑；
- (5) 允许分批交货；
- (6) 规定在德恩科开具发票并出具交货单据之后按比例付款；及
- (7) 规定须按照确认函的条款支付所适用的撤销费或应付的中期款项。

如买方不支付现金款项或不提供符合德恩科要求的担保，则德恩科除享有其他权利和采用其他补救办法以外，还可以选择不交付货物；德恩科还应向买方收取金额合理的撤销费，用以抵偿已经按照订单全部或部分制作完成的成品价值。

(c) Installment Shipment - If more than one delivery is made, each shall be deemed a separate transaction and shall be invoiced separately. Neither failure of, nor delay in any delivery, nor shortage in quantity or other defect in any delivery, shall in any way affect the obligations of both the Buyer and Dunkermotoren as to any other delivery. Buyer shall pay for each shipment in accordance with the terms hereof. Payment shall be made for the Products without regard to whether Buyer has made or may make any inspection of the Products. Products held for Buyer are at Buyer's sole risk and expense.

The Buyer shall accept delivery of any part or all of the Products on every specific shipping or delivery date as notified by Dunkermotoren through notices of readiness for shipment. In case that the Buyer refuses, or is unable to accept any delivery covered by an Order, or the Buyer fails to furnish Dunkermotoren with proper shipping instructions, the Buyer shall be held liable for freight, express delivery, storage, extra cost of handling and other expenses that may be incurred thereby. Such liability of the Buyer is in addition to, and shall in no way alter, the terms of payment of Dunkermotoren's invoice for the Products offered for delivery and invoice shall be rendered and payment shall be made as if delivery had been consummated.

(d) Taxes, Shipping, Packing, Handling - Except to the extent expressly stated in these terms, Dunkermotoren prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the Product, and Buyer shall pay such amounts or reimburse Dunkermotoren for any amounts Dunkermotoren pays. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Dunkermotoren with a valid exemption certificate or permit and indemnify, defend and hold Dunkermotoren harmless from any taxes, costs and penalties arising out of same. Any and all increases, changes, adjustments or surcharges (including,

(c) 分批装运 – 如分批交付，每批货物均视为一项单独的交易，单独开具发票。德恩科不交货、延迟交货、交货数量短缺等行为或者交货过程存在的其他瑕疵，对于买方和德恩科双方就其他批次货物所承担的义务不造成任何形式的影响。买方应按照本标准条款规定支付每批货物的款项。不论买方是否已经对相关产品进行检验、或者是否可以进行该等检验，买方均应支付相关产品的款项。买方如扣留相关产品，与之相关的风险和费用均由买方承担。

买方应于德恩科在准备就绪通知书上指明的每一个具体装运日期或交付日期接受全部或部分相关产品。如买方拒绝或无法接受订单所对应的任何货物，或买方没有向德恩科发出正确的装运指示，则买方应承担运费、加急交运费、存储费、额外产生的装卸费以及由此可能产生的其他费用；买方所承担的上述责任有别于、亦不以任何方式影响德恩科就所交付之相关产品开具的发票所载的支付条款。遇此情形，德恩科仍应开具发票，买方亦应支付款项，犹如双方顺利完成交货一样。

(d) 税金、转运、包装、装卸 – 除本标准条款有明确说明以外，德恩科的价格不包括相关产品所涉的任何运费、储存费、保险费、税金、消费税、征费、关税或政府收费；买方应支付上述各项费用、或向德恩科偿付由德恩科所支出的上述费用。买方主张免税或其他待遇、或申请直接缴付方式的，应向德恩科提交一份免税证明或许可证，并就上述各项税金、费用和罚金向德恩科作出补偿、为德恩科提出抗辩、使德恩科免受损害。在运费、地方税或本标准条款所注货物分类等方面所产生的各项及一切补偿、变更和调整或附加费（包括但不限于燃油附加费）均由买方承担。

without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for the Buyers account.

- (e) Time of payment is of the essence and in addition and without prejudice to Dunkermotoren's other rights and remedies hereunder if payment is not made when due the Buyer shall pay Dunkermotoren interest thereon at a rate of 0.04 % per day of delay. (INTEREST).
- (f) Disputed Invoice - In the event Buyer disputes any portion or all of an invoice, it shall notify Dunkermotoren in writing of the amount in dispute and the reason for its disagreement within 14 days of receipt of the invoice. The undisputed portion shall be paid when due.
- (g) Collection. Upon Buyers default of these terms, Dunkermotoren may, in addition to any other rights or remedies at contract or law, subject to any cure right of Buyer, declare the entire balance of Buyers account immediately due and payable or foreclose any security interest in Products delivered. If any unpaid balance is referred for collection, Buyer agrees to pay Dunkermotoren, to the extent permitted by law, reasonable attorney fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Dunkermotoren, and any INTEREST accrued on any unpaid balance owed by Buyer.
- (h) Retention of Title – The ownership in the Products shall remain vested in Dunkermotoren until full payment of the purchase price for the Products. Upon payment of the purchase price for each respective delivery of Products, the ownership in those Products shall pass on the Buyer. During the term of retention of title until full payment of the purchase price, the following applies:
- (1) The Materials under retention of title shall be stocked by the Buyer separately and not be mixed or

- (e) 付款时间至关重要，但不影响德恩科所享有的其他权利和救济措施。如买方不按期付款，应按“每延迟一天，罚息万分之四”的比例向德恩科支付由此产生的利息（“利息”）。
- (f) 无争议的发票 – 如买方就发票金额的任何部分或全部提出争议，应在收到发票后 14 天内就其所争议的金额书面通知德恩科，说明争议理由。没有争议的金额应在到期时支付。
- (g) 收款。买方违反本标准条款的，德恩科除了享有/采取合同或法律规定的各项其他权利/补救办法以外，还可以在不抵触买方享有的救济权利的情况下宣布买方所欠全部款项立即到期应予支付，或拒绝买方赎回已就所交付的货物所提供的担保权益。德恩科要求买方支付所剩余款的，买方同意除了支付其他方面的所有损害赔偿金（不论是否已经提起诉讼、亦不论是否已经作出最终裁决）以外，也会在法律允许范围内向德恩科支付合理金额的律师费、德恩科支出的全部诉讼费用和开支、连同买方未付余额产生的全部利息。
- (h) 保留所有权 – 在买方按照相关产品购买价格支付全款之前，相关产品的所有权仍属于德恩科所有。一旦买方支付每一批相关产品的购买价款，相关产品的所有权应转移给买方。在所有权保留期内、直至买方按照购买价格支付全额之前，适用下列规定：

- (1) 保留所有权的物料由买方单独存放，不得与标记属于德恩科财产的其他物料相混合或混淆；

commingled with other materials and marked as property of Dunkermotoren.

(2) The Products shall be stocked in warehouses suitable to prevent any harm from the Products, and Buyer shall, on demand of Dunkermotoren, execute and deliver to Dunkermotoren such instruments as Dunkermotoren may deem necessary to protect its interests in such title in accordance with the laws and regulations applicable where such Products may be shipped or at any time located.

(3) The Buyer shall not sell, dispose of, pledge or otherwise transfer title to the Products as security to any third party. In the event of attachments and seizures or other third-party dispositions, the Buyer shall inform Dunkermotoren of this without delay and point out Dunkermotoren's ownership to the third party.

(4) If the Buyer breaches the stipulations of these terms, in particular, in the event of default of payment according to Article 2. a) hereof, Dunkermotoren shall be entitled to repossess the Products after setting a deadline, and the Buyer shall be obliged to surrender them. Upon application for commencement of insolvency proceedings on the Buyer's assets, Dunkermotoren shall be entitled to terminate the individual purchase contract and demand the immediate return of the Products.

(5) If during processing of the Products under retention of title by the Buyer, the Products become an integral part of another object by combination or mixing or if a new object is produced by processing or remodelling, the Buyer hereby transfers its ownership or co-ownership of such object to Dunkermotoren and undertakes to hold the object in custody on Dunkermotoren's behalf free of charge with the diligence of a prudent businessman. If co-ownership arises, Dunkermotoren's share shall correspond to the portion resulting from the

(2) 相关产品应存放在合适的仓库内，防止受损；德恩科提出要求时，买方应当签署并向德恩科送交德恩科认为按照相关产品发运地点或存放地点之法律法规为了保护德恩科自身对于相关所有权所享利益而言所需的各项文件。

(3) 买方不得出售、处置、质押或以其他方式转让相关产品的所有权从而向任何第三方作出担保。如相关产品遭到扣押、扣留或由第三方采用其他方式处置，买方应就此告知德恩科，不得延迟；并应向第三方指明相关产品的所有区归于德恩科所有。

(4) 如买方违反本标准条款项下任何规定，尤其是在买方不按照本标准条款第 2 条 a) 款规定支付款项的情形下，德恩科有权在所定期限过后收回相关产品；买方有义务交换相关产品。德恩科针对买方资产提起破产程序的，德恩科有权终止单项采购订单，并要求买方立即返回相关产品。

(5) 如在买方对所有权遭保留的相关产品进行加工的过程中，相关产品因合成或混合等作业而成为另一物品不可分割的组成部分，或者加工或重新制模作业产生了新制物品，买方在此将其对于该等物品的所有权或共有权转让给德恩科，并承诺采取审慎经商的态度为德恩科免费扣留该等物品。如该等物品的所有权为共有性质，德恩科的共有权份额则等同于所加工物料的价值在新制物品价值当中所占的比例。

ratio of the value of the processed Materials to the value of the new object.

3. Delivery; Title; Risk of Loss; Same Day Shipment. Product shall be delivered EXW (Incoterms 2010) Dunkermotoren point of shipment with risk of loss or damage for the Product passing to Buyer at that point. Buyer shall be responsible for all transportation, insurance and related expenses including any associated taxes, duties or documentation. Dunkermotoren may make partial shipments. Shipping dates are not binding and approximate only and Dunkermotoren shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customers if Dunkermotoren fails to meet the specified delivery schedule. Compliance with agreed delivery dates shall be depend on (i) timely receipt at the factory of all details pertaining to the Order and essential to its proper execution; required approvals, releases and clearances to be provided by the Buyer and (ii) Buyer's compliance with the payment terms and timely submission of such evidence as Dunkermotoren may request that any required Export or Import License has been issued and is in effect or other obligations to be met by the Buyer.

4. Deferment and Cancellation. Buyer shall have no deferment rights and Buyer shall be liable for cancellation charges, which shall include without limitation

- a) payment of the full product price for any finished Product or works in progress;
- b) payment for raw materials ordered pursuant to a firm purchase order; and
- c) such other direct costs incurred by Dunkermotoren as a result of such cancellation.

5. Force Majeure / Delays. If Dunkermotoren suffers delay in performance due to

3. 交付；所有权；损失风险；当日发运。相关产品应在德恩科工厂交货（“工厂交货”术语的定义参见国际商会《国际贸易术语解释通则 2010 年版》），并且相关产品的损失或损害的风险在德恩科工厂交货时转移至买方。买方负责所有运输、保险并承担相关开支，包括任何相关税费、关税或文件拟备。德恩科可以分批发运。发运日期为大致日期且该等日期不具有约束力。如果德恩科未能按照规定时间表交货从而造成买方或买方客户蒙受任何继发性或其他性质的损失或开支，德恩科对此概不负责。按照约定的交付日期交货取决于：(i)在工厂及时收到所有与订单相关的并就其妥为执行而言至关重要的详细资料；以及买方提供的所有必要的批准、放行及清关；并且(ii)买方遵守支付条款并在德恩科可能提出要求时及时向德恩科提交必要的进口或出口许可证已经签发的有效证明，或者遵行买方拟将实现的其他义务。

4. 延期与取消。买方无延期权利，并应承担各项取消费用，包括但不限于：

- a) 为任何相关产品的成品或在制品所支付的全部产品价格；
- b) 为按照固定采购订单所购原材料支付的款项；以及
- c) 因此类取消导致德恩科产生的其他直接费用。

5. 不可抗力/迟延。如果德恩科因以下原因出现迟延：

- a) any cause beyond its reasonable control, including without limitation acts of God, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, failure of normal sources of supply, or acts of government including but not limited to hindrances attributable to Chinese, EU, German, US or otherwise applicable national or international rules of foreign trade law; or
- b) to other circumstances for which are unavoidable or beyond Dunkermotoren's control; or
- c) inability of Dunkermotoren to timely obtain either necessary or proper labor, materials, components, facilities, energy, fuel, transportation, governmental authorization or instruction, or material or information required from Buyer,,  
the time of performance shall be extended a period of time equal to the period of the delay and its consequences. Dunkermotoren will give to Buyer notice within a reasonable time after Dunkermotoren becomes aware of any such delay. Upon the occurrence of any of the foregoing events, Dunkermotoren shall be entitled to cancel the Order without liability.

6. Buyer's Requirements. Timely performance by Dunkermotoren is contingent upon Buyer's supplying to Dunkermotoren all required technical information and data, including drawing approvals, and all required commercial documentation.

7. Limited Warranty.

- (a) Limited Product Warranty Statements. For each Product purchased from Dunkermotoren or an authorized reseller, Dunkermotoren makes the following limited warranties: (i) the Product is free from defects in material and workmanship, (ii) the Product materially conforms to Dunkermotoren' specifications that are attached to, or expressly incorporated by reference into, these terms, and (iii) at the time of delivery, Dunkermotoren has title to the Product free and clear of liens and encumbrances (collectively, the "Limited Warranties"). Warranties with

- a) 德恩科无法合理控制的任何原因，包括但不限于不可抗力、罢工、劳动力短缺或骚乱、火灾、意外事故、战争或内乱、承运人迟延、正常供货渠道中断或者政府行为，包括但不限于因中国、欧盟、德国、美国或其他国家所适用的国家性或国际性对外贸易法律规则产生的阻碍；或者

- b) 德恩科无法避免或无法控制的其他情形；或者

- c) 德恩科无法及时取得必要或适当的劳动力、材料、零部件、设施、能源、燃料、运输、政府授权或指令，或须从买方处获得的材料或信息，

履约时限应按照迟延期间及其后果进行相应地延展。德恩科在知晓任何此类迟延情况后，其将在合理时间内通知买方。发生前述任何一种事件，德恩科均有权取消订单，且不承担任何责任。

6. 买方的要求。德恩科及时履约视买方向德恩科提供所有必要技术信息和数据而定，该等技术信息和数据包括图纸批准以及所有必须的商业文件。

7. 限定质量保证

- (a) 相关产品的限定质量保证说明：对于由德恩科或者任何授权转售商所售出的每一件相关产品而言，德恩科现作出下列有限度的质量保证：(i) 相关产品不存在物料与工艺方面的任何缺陷；(ii) 相关产品本质上符合本标准条款所附带的、或者通过提述方式明确纳入本标准条款之内的德恩科的规格要求；及 (iii) 交付时，德恩科对相关产品享有所有权；相关产品不附有任何留置或产权负担（合称为“限定质保”）。对于德恩科所提供的作为相关产品构成部分的软件（如有），与之相对应的质量保证在本标准条款其他章节另有明确规

respect to software which may be furnished by Dunkermotoren as part of the Product, if any, are expressly set forth elsewhere in these terms. The Limited Warranties set forth herein do not apply to any software furnished by Dunkermotoren. If software is furnished by Dunkermotoren, then the attached Software License/Warranty Addendum shall apply.

- (b) Conditions to the Limited Warranties. The Limited Warranties are conditioned on (i) Buyer storing, installing, operating and maintaining the Product in accordance with Dunkermotoren' instructions, (ii) no repairs, modifications or alterations being made to the Product other than by Dunkermotoren or its authorized representatives, (iii) using the Product within any conditions or in compliance with any parameters set forth in specifications that are attached to, or expressly incorporated by reference into, these terms, (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect in the Product, (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; if Dunkermotoren is notified later than 8 days after receipt of the Products, any claims against Dunkermotoren shall be excluded unless they could not be identified even if the Products were carefully inspected. Notices for defects which could not be identified even if the Products were carefully inspected upon receipt shall be notified to Dunkermotoren not later than 8 days after discovery, however, at the latest 12 months after receipt of the Products; otherwise any claims against Dunkermotoren shall be excluded. (vi) at Dunkermotoren' discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Dunkermotoren, at Buyer's expense, or Buyer granting Dunkermotoren access to the Products at all reasonable times and locations to assess the warranty claims, and (vii) Buyer not being in default of any payment obligation to Dunkermotoren under these terms.

定。本协议列明的限定质保并不适用于德恩科所提供的任何软件。对于德恩科提供的软件，则应适用附后的软件许可/质保附录的规定。

- (b) 限定质保的条件。享受限定质保的条件如下：(i) 买方已按照德恩科的指示储存、安装、操作与保养相关产品；(ii) 除德恩科或其授权代表人以外，相关产品没有经过任何其他人的修理、改动或篡改；(iii) 买方使用相关产品时遵守了本标准条款所附带的、或者通过提述方式明确纳入本标准条款之内的德恩科的规格要求当中列明的条件或参数；(iv) 买方在知悉或理应知悉相关产品中存在任何缺陷之后停止使用之；(v) 买方在所述质保期内从速发出书面通知，主张其按照质保规定所享有的权利。如买方在自收到相关产品之时算起 8 天过后方就缺陷通知德恩科，则买方不得向德恩科提出任何权利主张，除非缺陷是属于即使对相关产品进行详细检验也无法发现的类型。对于收货时即使对相关产品进行详细检验亦无法发现的缺陷，买方应在发现缺陷后 8 天以内、最迟不超过收到相关产品后的 12 个月内通知德恩科；否则，买方不得向德恩科提出任何权利主张；(vi) 买方已将相关产品或其中不符规定的部件自费拆除并发运给德恩科，或者买方允许德恩科在任何合理时间与地点查看相关产品，以评估如何根据质保规定予以处理；具体由德恩科酌情选择决定；及 (vii) 买方没有违反本标准条款规定其对德恩科所承担的任何付款义务。



- (c) Exclusions from Limited Warranty Coverage. The Limited Warranties specifically exclude any equipment comprising part of the Product that is not manufactured by Dunkermotoren or not bearing its nameplate. To the extent permitted, Dunkermotoren hereby assigns any warranties made to Dunkermotoren for such equipment. Dunkermotoren shall have no liability to Buyer under any legal theory for such equipment or any related assignment of warranties. Additionally, any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Limited Warranties and is provided to Buyer “as is” with no warranties of any kind. Also excluded from the Limited Warranties are normal wear and tear items including any expendable items that comprise part of the Product, such as but not limited to fuses, bearings and bushings etc.
- (d) Limited Warranty Period. Buyer shall have 12 months from shipment of product to provide Dunkermotoren with prompt, written notice of any claims of breach of the Limited Warranties. Continued use or possession of the Product after expiration of the warranty period shall be conclusive evidence that the Limited Warranties have been fulfilled to the full satisfaction of Buyer, unless Buyer has previously provided Dunkermotoren with notice of a breach of the Limited Warranties.
- (e) Remedies for Breach of Limited Warranty. Buyer's sole and exclusive remedies for any breach of the Limited Warranties are limited to Dunkermotoren' choice of repair or replacement of the Product, or non-conforming parts thereof, or refund of all or part of the purchase price. Buyer shall return the Products to the Dunkermotoren's plant, after having received written Return Material Authorization (RMA) approval from Dunkermotoren, shipping charges prepaid and with complete information as to alleged defects and the installation, operation and service of the products. The warranty on repaired or re-

- (c) 限定质保规定的例外情形。限定质保的规定不适用于作为相关产品组件、并非德恩科制造的或未贴附德恩科铭牌的任何设备。在获准的范围内，德恩科并不承担其他方就上述设备向德恩科作出的质量保证。德恩科不因法律方面存在关于上述设备或者与之相关的质保转让的任何理论而向买方承担任何责任。此外，限定质保的规定尤其不适用于已说明属于试验、开发、试制或实验性质的任何相关产品，这些相关产品乃是“按照现况”提供给买方，并不附有任何类型的质量保证。正常磨损件，包括作为相关产品组件的所有易耗件（包括但不限于保险丝、轴承和轴衬等），均不适用限定质保的规定。
- (d) 限定质保期。买方应在相关产品发运后的 12 个月内，就其认为根据限定质保规定提出的所有权利主张从速向德恩科发出书面通知。买方在质保期届满后仍继续使用或占有相关产品的行为构成证明德恩科已经按照使得买方完全满意的方式履行限定质保规定的不可推翻的证据，除非买方之前已经向德恩科发出关于其认为德恩科违反质保规定的通知。
- (e) 违反限定质保规定的补救办法。如德恩科违反限定质保的任何规定，买方唯一能够采取的补救办法是从由德恩科对相关产品或其中不符规定的部件进行修理或更换、或退还全部或部分买价当中作出选择。买方收到德恩科关于批准退还物料的单据（准退单）后，应将相关产品退还至德恩科的工厂；由买方预先支付运输费用，附上关于所称缺陷、相关产品的安装、操作和维护等方面的完整情况说明。经过修理或更换的相关产品部件的质保期为原有质保期的剩余时段。除非德恩科以书面形式另行表示同意，否则：(i) 买方应负责安排所需人力取用相关产品，以使德恩科评估采取何种补救办法；及 (ii)

placed parts of the Product shall be limited to the remainder of the original warranty period. Unless otherwise agreed to in writing by Dunkermotoren, (i) Buyer shall be responsible for any labor required to gain access to the Product so that Dunkermotoren can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Products. All exchanged Products replaced under this Limited Warranty will become the property of Dunkermotoren.

(f) The Buyer shall immediately inform Dunkermotoren about any risks that may occur during the use of any Products, and any product defects it may become aware of. If Dunkermotoren conducts a recall or public warning concerning the Products by itself which becomes necessary due to non-conformities of the Products delivered by the Buyer, the Buyer shall provide any and all assistance required by Dunkermotoren and bear any and all costs connected with such recall / public warning, and shall assume the liability for any and all losses incurred by Dunkermotoren.

(g) Transferability. The limited warranties set forth in this section are Dunkermotoren' sole and exclusive warranties and are subject to the limits of liability set forth in section 8 below. Dunkermotoren makes no other warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, course of dealing and usage of trade.

8. Limitation of liability. Neither Dunkermotoren, nor its suppliers, shall be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort, strict liability, indemnity or any other legal theory, for loss of use, revenue, savings or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages, or for any other loss or cost of a similar

买方应承担经过修理或更换的相关产品的全部安装费。凡经更换后重新享受限定质保的相关产品，将会转而成为德恩科的财产。

(f) 买方在使用任何相关产品的过程中一旦发现任何风险、或者一旦知悉任何相关产品存在缺陷，应当立即告知德恩科。如德恩科因买方交付的产品不符合规定而需要自行召回相关产品或就相关产品发出公开警示，则买方应提供德恩科所需的各项及一切协助，并且承担与召回或公开警示有关的各项及一切费用，同时对于德恩科所蒙受的各项及一切损失承担责任。

(g) 可转让性。本节列明的作为德恩科自身独有政策的限定质保规定不得违反符合下文第 8 条关于责任限制规定。德恩科并不作出任何其他明示或暗示的（包括但不限于：在适销性、适用于特定用途、买卖过程、商贸用途等方面的）保证。

8. 责任限制。对于以下各项，德恩科与其各个供应商概不承担以任何合同、保证、补救办法未能达成所拟目的或主要目的、侵权、严格赔偿责任、补偿或任何其他法律原理为由所主张的任何法律责任：用途丧失、收益损失、储蓄或利润损失、资金成本、替代性使用或履约、间接/特殊/约定/惩罚/惩戒/伴生/附带/衍生等性质的损害赔偿、类似性质的任何其他损失或费用或者买方以买方客户受损为由提出的权利主张。德恩科仅在签订本标准条款时能够预见的买方所蒙受的实际

type, or for claims by Buyer for damages of Buyer's customers. Dunkermotoren shall only be liable for the actual direct losses incurred by the Buyer which were foreseeable at the time of conclusion of the respective agreement. Dunkermotoren's maximum liability under these terms shall be the actual purchase price received by Dunkermotoren for the Product at issue or one million dollars, whichever is less. Buyer agrees that the exclusions and limitations set forth in this article are separate and independent from any remedies which Buyer may have hereunder and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose. These limitations of liability are effective even if Dunkermotoren has been advised by the Buyer of the possibility of such damages. The above limitations shall not apply in case of personal injuries and in case of property damages which are caused by gross negligence or intention.

9. Patent and Copyright Infringement. Dunkermotoren will, at its own expense, defend or at its option settle any suit or proceeding brought against Buyer in so far as it is based on an allegation that any Product (including parts thereof), or use thereof for its intended purpose, constitutes an infringement of any Chinese patent or copyright, if Dunkermotoren is promptly provided notice and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Dunkermotoren will pay the damages and costs awarded in any suit or proceeding so defended. Dunkermotoren will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Dunkermotoren will, at its option and its own expense, either: (a) procure for Buyer the right to continue using said Product; (b) replace it with substantially equivalent non-infringing Product; or (c) modify the Product so it becomes non-infringing. Dunkermotoren will

直接损失承担责任。德恩科在本标准条款项下承担的责任以德恩科就有争议的相关产品所收取的实际购买价格或者一百万元（以两者之中较低者为准）为限。

买方同意：本条列明的除外情形和限制范围有别于买方在本标准条款项下采取的各项补救办法；不论该等补救办法的其中某些或全部被视为未能取得其主要目的，本条列明的除外情形和限制范围均具有充分效力与作用。即使买方已告知德恩科有可能发生上述损失，该等责任限制规定仍具有效力。但对于由于重大疏忽或故意所致的人身伤害、财产损失等情形，则不适用上述关于责任限制的规定。

9. 专利与著作权侵权。德恩科将自担费用，抗辩或（自行选择）处理，任何针对买方提起的宣称相关产品（包括其任何部分）或按其既定用途的使用构成对任何中国专利或著作权侵权的诉讼或法律程序，但前提是应就此立即通知德恩科，并及时给予德恩就此类诉讼或法律程序进行抗辩的授权、信息及协助。德恩科将支付由其抗辩的任何诉讼或法律程序所判罚的损害赔偿及费用。事先未经德恩科书面同意，德恩科不承担此类诉讼或法律程序的任何处理结果。如果德恩科参与抗辩的任何诉讼或法律程序判定相关产品或其任何部分构成侵权，或者禁止买方使用，则德恩科将自行选择且自担费用：(a) 设法为买方取得继续使用前述相关产品的权利；或者(b) 以实质上类似的非侵权相关产品替换该等侵权相关产品；或者(c)修改相关产品使之不再侵权。如属以下情形，德恩科对买方不承担本条款下的任何责任或义务：相关产品(a)根据买方的设计或指示供货，且遵守该等设计或指示导致德恩科背离其常规作法；(b)在交付后，经买方或买方的承包商修改；(c)由买方或买方的承包商融入了不属于本标准条

have no duty or obligation to Buyer under this Article to the extent that the Product is (a) supplied according to Buyer's design or instructions wherein compliance therewith has caused Dunkermotoren to deviate from its normal course of performance, (b) modified by Buyer or its contractors after delivery, (c) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Dunkermotoren, Buyer shall protect Dunkermotoren in the same manner and to the same extent that Dunkermotoren has agreed to protect Buyer under the provisions of the Section above. This article is an exclusive statement of all the duties of the parties relating to patents and copyrights, and direct or contributory patent or copyright and of all the remedies of Buyer relating to any claims, suits, or proceedings involving patents and copyrights.

10. Compliance with Laws. Buyer agrees to comply with all applicable laws and regulations relating to the purchase, resale, exportation, transfer, assignment, disposal or use of the Products. Buyer agrees that it will not export, re-export, or otherwise distribute the Products or any technical data related thereto, in violation of any export control laws or regulations of China and / or the European Union or the United States of America.

11. Changes in Work and Product Changes. Dunkermotoren shall not implement any changes in the scope of work unless Buyer and Dunkermotoren agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Dunkermotoren to an equitable adjustment in the prices and any time of performance.

款项下所提供的设备、方法、系统或工艺，并且因为上述设计、指示、修改或融合导致买方被起诉。此外，如因此类设计、指示、修改或融合，导致德恩科被起诉或被提起法律程序，买方应以德恩科在上条规定中同意保护买方的同等方式及同等程度保护德恩科。本条系双方就专利与著作权、直接或辅助专利或著作权承担全部责任，以及买方就与专利及著作权相关的任何权利主张、诉讼或法律程序享有全部救济的排他性声明。

10. 遵守法律。买方同意遵守一切有关相关产品的采购、再售、出口、转让、转让、处置或使用所适用的法律与法规。买方同意：其不会违反中国和/或欧盟或美国任何有关出口管控法律或法规，出口、转口或另行经销相关产品或与之相关的任何技术数据。

11. 工作变更及相关产品变更。德恩科不得对工作内容进行任何变更，除非买方与德恩科书面约定变更的详细内容以及相应产生的价格、时间表或其他合约性质的修改内容。因任何法律、规章、法规、命令、法典、标准或要求发生任何变更而须对本标准条款予以变更的，应授权德恩科对价格及履约时间进行相应地调整。德恩科可以随时且未经通知对任何相关产品的设计、材料、改进或其他方面进行变更，并且可以中断

Dunkermotoren may, at any time and without notice, make changes (whether in design, material, improvements or otherwise) in any Products, and may discontinue the manufacture of any Products, without incurring any obligations of any kind as a result thereof.

12. Non-waiver of Default. Each shipment made hereunder shall be considered a separate transaction and shall be invoiced separately. In the event of any default by Buyer, Dunkermotoren may decline to make further shipments. If Dunkermotoren elects to continue to make shipments, Dunkermotoren's actions shall not constitute a waiver of any default by Buyer or in any way affect Dunkermotoren's legal remedies for any such default. Any waiver of Dunkermotoren to require strict compliance with the provisions of these terms shall be in writing and any failure of Dunkermotoren to require such strict compliance shall not be deemed a waiver of Dunkermotoren's - right to insist upon strict compliance thereafter.

13. Final Written Agreement; Modification of Terms. These terms, together with any quotation, frame agreement, purchase order or acknowledgement issued or signed by Dunkermotoren, comprise the complete and exclusive agreement between the parties (the Agreement) and supersede any terms contained in Buyer's documents, unless otherwise agreed expressly and in writing by Dunkermotoren. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

14. Assignment. Neither party may assign the Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other; provided however that Dunkermotoren may assign its rights and obligations under these terms to its affiliates and Dunkermotoren may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Buyer's consent.

任何相关产品的制造，且此类中断不会产生任何一种义务。

12. 违约情况下不放弃。本标准条款项下的每次发运均应视为一项单独交易，并且应单独开立发票。如果买方违约，德恩科可以拒绝进一步发运。如果德恩科选择继续发运，该等行为不构成德恩科对买方违约放弃追究的权利，或以任何形式影响德恩科就买方的该等违约进行合法救济。德恩科放弃要求严格遵守本标准条款各项规定应以书面形式作出。德恩科未要求严格遵守本标准条款各项规定的，不得视为德恩科放弃日后要求严格遵守本标准条款各项规定的权利。

13. 最终书面协议；修改本标准条款。除德恩科以书面形式明确同意外，德恩科签发或签署的本标准条款以及任何报价、框架协议、采购订单或确认函，构成双方之间完整且排他性的协议（本协议），并且取代买方文件中所含的任何条款。通过双方授权代表签署书面正式文件方能修改本标准条款。

14. 转让。事先未经另一方书面同意，任何一方不得整体或部分地转让本协议，或者本标准条款项下任何权利或义务，但是德恩科可以向其关联方转让其在本标准条款项下的权利和义务并且可以授予本协议中的任何担保物权和/或转让本协议的任何收益且无需买方同意。

15. Applicable Law and Jurisdiction. These terms are governed and construed in accordance with the laws of the People's Republic of China, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as the application of the Hague Convention on Contracts for the International Sale of Goods is expressly excluded.

Any dispute arising out of or in connection with these terms or over their validity shall be settled through friendly consultations between the parties. If no agreement can be reached between the parties within 30 days after the dispute has arisen, the dispute shall be finally submitted to an arbitration tribunal of the China International Economic and Trade Arbitration Commission, Beijing Headquarters (hereinafter referred to as "CIETAC"), for arbitration according to the Rules of Arbitration of the said arbitration commission effective on the date of request for arbitration. The place of arbitration shall be in Shanghai. The arbitration proceedings shall be conducted in English language.

The arbitration tribunal shall consist of 3 arbitrators. Each party shall appoint one arbitrator. The two first mentioned arbitrators shall select the third arbitrator who shall act as chairman of the arbitration tribunal. If a party fails to appoint its arbitrator within one month after receipt of the notice of arbitration from the arbitration commission or if the two first mentioned arbitrators cannot come to an agreement on the chairman of the arbitration tribunal within one month after they have been appointed, the respective arbitrator or the chairman of the arbitration tribunal shall be appointed by the Chairman of the CIETAC.

The arbitration award shall be final and binding on the parties. The arbitration fee and the reasonable expenses of the winning party, including lawyer's fees shall be borne by the losing party except as otherwise awarded by the arbitration tribunal.

15. 适用法律与管辖。本标准条款受中华人民共和国法律管辖并据之释义，但不适用其下关于法律冲突的原则，亦明确不适用《联合国国际货物买卖合同公约》（CISG）以及《关于国际货物买卖合同成立统一法的海牙公约》的规定。

本标准条款所产生的以及与之相关、或者涉及其效力的一切争议，均由双方通过友好协商方式解决。如双方在发生争议后 30 天内无法达成一致，争议最终应提交中国国际经济贸易仲裁委员会（“贸仲”）北京总会辖下某一仲裁庭，按照上述仲裁委员会在申请仲裁当日有效的仲裁规则进行仲裁。仲裁地点为上海。仲裁程序以英语进行。

仲裁庭由 3 名仲裁员组成。双方各指定 1 名仲裁员。由前述两名仲裁员挑选担任首席仲裁员的第三名仲裁员。如任何一方在收到上述仲裁委员会的仲裁通知书后一个月内未指定其仲裁员，或前述两名仲裁员在各自接受指定后一个月内未就首席仲裁员人选达成一致，则应由贸仲主任指定相关仲裁员或首席仲裁员。

仲裁裁决为终局裁决，对双方均具有约束力。仲裁费和胜方产生的包括律师费在内的合理开支由败方承担，仲裁庭另有裁决的除外。

Unless otherwise provided in the order documents, the place of performance shall be the domicile of Dunkermotoren.

16. Severability. If any provision of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The same applies for omissions, if any.

17. These terms are written in both Chinese and English languages. Both language versions shall be equally authentic and binding. In case of discrepancies between the two language versions, the English language version shall prevail.

**Dunkermotoren Taicang Co., Ltd. (Dunkermotoren)  
Software License/Warranty Addendum  
Version September 2014**

This Article 1 Addendum supplements Dunkermotoren's Standard Terms and Conditions of Sale and in particular but not limited to Article 7 ("Limited Warranty") and applies to software furnished by Dunkermotoren. All other Articles contained in

除其他文件另作规定外，履约地点应为德恩科所在地。

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17. 本标准条款以中文与英文两种语言书就。两种文本具有同等效力和约束力。如两种文本之间有歧义，应以英文本为准。

**德恩科电机（太仓）有限公司（德恩科）  
软件许可/质保附录  
2014年9月版**

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