

Terms and Conditions for **ENGEL protect - service**

(effective date: February 1st, 2019)

A. General	A.
1. Scope	1. 范围
<p>These Terms and Conditions shall apply to the provision of services under ENGEL protect. As specified herein, ENGEL protect grants Customer access to comprehensive rectification of defects by professional technicians of ENGEL Sales and Service Organizations beyond applicable warranty provisions and periods.</p>	<p>这些条款适用于在 ENGEL 的延保服务。如本文所述，在质保范围外，ENGEL 延保服务授予客户，由 ENGEL 售后服务部的专业技术人员对机器的缺陷进行全面整改的权利</p>
2. Definitions	2. 定义
<p>For the purpose of these Terms and Conditions the following definitions shall apply:</p> <p>a. ENGEL – ENGEL AUSTRIA GmbH and all affiliates of ENGEL Holding Gesellschaft m.b.H. (https://www.engelglobal.com/en/at/company/engel-worldwide.html);</p> <p>b. Customer – purchaser of Equipment produced by ENGEL including ENGEL protect;</p> <p>c. Equipment – an injection molding machine including any peripheral device purchased from ENGEL, uniquely identifiable by an ENGEL serial number;</p> <p>d. Supplying plant – the ENGEL production plant upon which the Equipment is directly delivered to Customer;</p> <p>e. Shipment – irrespective the agreed terms of delivery, the handover of the Equipment at the respective supplying plant to a forwarding company for the purpose of further transportation to the agreed place of delivery;</p> <p>f. Sales and Service Organization – all direct ENGEL sales and service subsidiaries as well as all contractually authorized sales and service representatives which have received the required training and gained the experience to provide service on products sold by ENGEL;</p>	<p>就本条款而言，应适用下列范围：</p> <p>a. ENGEL--恩格尔奥地利有限公司和恩格尔控股的所有子公司。 (https://www.engelglobal.com/en/at/company/engel-worldwide.html);</p> <p>b. 客户-恩格尔生产的设备的购买者，包括恩格尔延保服务；</p> <p>c. 设备-注塑机，包括从恩格尔购买的任何外围设备，可通过恩格尔序列号唯一识别；</p> <p>d. 供应工厂-设备直接交付给客户的恩格尔生产工厂；</p> <p>e. 装运-不论商定的交货条件如何，将各自供应工厂的设备移交给运输公司，以便进一步运输到商定的交货地点；</p> <p>f. 销售和服务机构-所有直接的恩格尔销售和服务子公司以及所有合同授权的销售和服务代表，他们接受了必要的培训并获得了为恩格尔销售的产品提供服务的经验；</p> <p>g. 由恩格尔开发的远程维护工具，使各自的销售和服务机构能够在线提供故障分析和诊断；</p>

<p>g. e-connect.24 – a remote maintenance tool developed and distributed by ENGEL, enabling the respective Sales and Service Organization to provide failure analysis and rectifications online;</p> <p>h. Coverage – the defect covered by ENGEL protect as defined in Section 7;</p> <p>i. Defect – the technical condition of the Equipment as a whole or in part triggered by a technical failure, including but not limited to signs of wear exceeding the tolerance levels defined by ENGEL, irrespective its coverage by ENGEL protect</p> <p>j. Machine documentation – the technical description including all schematics, maintenance lists, bill of material and instruction manuals that are provided with the equipment in electronic form.</p>	<p>h. 延保范围- ENGEL 所覆盖的延保内容按照第 7 节的定义予以保护;</p> <p>i. 故障- -由技术故障引起的设备整体或部分的损坏, 包括但不限于磨损超过恩格尔定义的公差范围, 不在恩格尔延保覆盖范围内</p> <p>j. 机器文档-技术描述, 包括电子形式随设备提供的所有原理图、维修清单、备件清单和说明书</p>
B. Conditions	B 条件
1. Fees	1. 费用
All fees for ENGEL protect are subject to the respective order confirmation. Invoicing is made on a monthly basis, starting with the month the order confirmation is issued.	恩格尔延保服务的所有费用以订单确认为准。发票是按月开具的, 从订单确认发出的月份开始。
2. Term of ENGEL protect	2.延保条款
The term of ENGEL protect shall be agreed individually and starts with receipt of first partial invoice from the relevant Sales and Service Organization, subject to full payment thereof.	ENGEL 的延保服务应单独商定, 从收到相关销售和服务机构的第一份发票开始, 但须支付全部款项。
2. Scope of Service	3. 服务范围
<p>a. Services provided under ENGEL protect include rectification of all defects of the respective Equipment, unless not explicitly excluded of coverage under Section B.7.lit.</p> <p>b. All cost incurred for rectification of a defect covered by ENGEL protect, such as for required spare parts including package, standard transportation, installation and commissioning shall be borne in full by ENGEL. Delivery of all required spare parts is organized by ENGEL and shall be made with standard means of transportation as defined by ENGEL. All costs incurred for standard- as well as express-transportation within the European Union shall be borne by ENGEL. Any special- or express transportation outside</p>	<p>a. 在 ENGEL 保护下提供的服务包括纠正相应设备的所有缺陷, 除非没有明确排除在第 B.7. 的承保范围内</p> <p>b. 所有在恩格尔的延保期间整改的费用, 如所需的备件, 包括包装、标准运输、安装和调试, 全部由恩格尔承担。所有所需备件的交付由恩格尔组织, 并应采用恩格尔定义的标准运输工具。在欧盟范围内的标准运输和快递运输的所有费用均由恩格尔承担。任何在欧盟以外的特殊或快速运输不包括在恩格尔的保护范围内, 需要单独收费。</p>

<p>the European Union are not covered by ENGEL protect and are charged separately.</p> <p>c. All services under ENGEL protect are provided by the nearest ENGEL service technician or a qualified third party.</p> <p>d. ENGEL protect covers all travelling costs within the country the respective Equipment is installed, unless this country is not a member state of the European Union. Cost incurred for travelling cross border or (with)in countries outside the European Union are not within the scope of ENGEL protect.</p> <p>e. For all services within the scope of ENGEL protect no additional costs incur to the Customer.</p>	<p>c. 在恩格尔延保期间，所有服务都由最近的恩格尔服务技术人员或合格的第三方提供。</p> <p>d. 在恩格尔延保期间，承担设备安装国的所有交通费用，除非该国不是欧盟成员国。在欧盟以外的国家过境或(与)旅行的费用不在恩格尔的延保范围内</p> <p>e. 对于 ENGEL 范围内的所有服务，保证客户不产生额外费用</p>
<p>4. Service Hours</p>	<p>4. 服务工时</p>
<p>a. All services for identification and rectification of defects under ENGEL protect are provided on regular working days (Monday to Friday, except legal holidays) and during regular working hours as stated in the ENGEL service tariffs as amended from time to time (the "Service-Hours").</p> <p>b. Any service call beyond the Service Hours as stated in Section B.4. lit. a. will be charged separately.</p>	<p>a. 在恩格尔延保期间，所有维修服务均在正常工作日(周一至周五，法定节假日除外)提供，并在会不时地修订的恩格尔服务收费中规定的正常工作时间("服务时间")。</p> <p>b. 在 4 节规定的服务时间以外的任何服务电话。将单独收费。</p>
<p>5. Place of Service</p>	<p>5.服务地点</p>
<p>a. Services under ENGEL protect are, without exemption, provided and performed at the Place of delivery agreed with Customer for the respective Equipment.</p> <p>b. Notwithstanding Section B.5. lit a. a place other than the place of delivery may be specified in the purchase contract or order (confirmation) for the respective Equipment.</p> <p>c. Customer shall notify ENGEL of any transfer of the Equipment to a place other than the former place of delivery. ENGEL shall be entitled to adjust applicable fees based upon the additional costs incurred by such transfer/relocation. If performance of services under ENGEL protect become unfeasible due to the transfer/relocation of the respective Equipment, ENGEL may terminate ENGEL protect for this Equipment with immediate effect.</p>	<p>c. 恩格尔延保服务是在与客户商定的设备交货地点提供并执行</p> <p>d. 尽管有 B.5 节的规定，可以在相应设备的采购合同或订单（确认）中指定交货地点以外的地点</p> <p>e. 客户应通知恩格尔，当设备转移到以前交货地点以外的任何地点。恩格尔有权根据此类转移/搬迁所产生的额外费用进行调整。如果由于相关设备的转移/搬迁，恩格尔延保的服务无法履行，恩格尔可以立即终止对该设备的延保保护</p>

6. Provision of Service	6. 服务条款
<p>a. Upon occurrence Customer shall report a defect to the relevant Sales and Service Organization of ENGEL without undue delay. By mutual agreement with the Customer and based upon the given facts, the Sales and Service Organization will define a suitable solution, and provide Customer with an appropriate schedule. Considerable urgency will be taken into account and service calls prioritized accordingly.</p> <p>b. For the purpose of a comprehensive and technically flawless solution, rectification of defects may be, at ENGEL's sole discretion, carried out by</p> <ul style="list-style-type: none"> i. exchange the affected components; ii. repair or overhaul of the affected components; iii. replacement of the affected components with technically at least equivalent components, as necessary due to technical or logistical reasons. 	<p>a. 一旦出现故障，客户应立即向恩格尔的相关销售和服务组织报告故障。通过与客户的协议，并基于给定的事实，销售和服务组织将提供一个合适的解决方案，并向客户提供一个合适的时间表。考虑到相当大的紧迫性，建议优先考虑服务电话。</p> <p>b. 为了获得全面的、技术上完美的解决方案，恩格尔可全权决定对缺陷进行整改：</p> <ul style="list-style-type: none"> i. 更换受影响部件； ii. 修理或大修受影响的部件； iii. 因技术或物流原因而有必要时，用技术上至少相等的部件更换受影响的部件。
7. Coverage of ENGEL protect	恩格尔延保服务范围
<p>a. ENGEL protect covers all defects of the respective Equipment, unless otherwise defined under the following Section B.7. lit. b. Notwithstanding the foregoing, any coverage under ENGEL protect for Equipment operated above 2000 metres/6500 feet over sea level is explicitly excluded.</p> <p>b. Expressly excluded from coverage under ENGEL protect are:</p> <ul style="list-style-type: none"> - Operating materials such as hydraulic oil, lubricants, coolants and coolant additives; - Wear and tear or process related defects to components of plasticizing units, including but not limited to nozzles, shut off nozzles, plasticizing 	<p>a. 恩格尔“protect”服务，涵盖对应设备大部分备件的延保。在 7.B 定义下的备件不包涵在延保范围内。</p> <p>同时，任何在海拔 2000 米/6500 英尺以上操作的设备都明确不包括在延保服务范围内。</p> <p>b. 不在在恩格尔延保范围的备件有：</p> <ul style="list-style-type: none"> - 操作材料，如液压油、润滑剂、冷却剂和冷却剂添加剂； - 塑化单元的部件：喷嘴以及密封喷嘴，塑化螺杆，塑化油缸，螺杆三件套，炮筒（由工艺造成的损坏） - 更换油路管过程中造成管路的损坏，不在保修范围，除非管路本身存在缺陷。 - 实施改造以提高工厂的性能、产量和寿命为目的改造(“改造”);

<p>screws, plasticizing cylinders and flanges;</p> <ul style="list-style-type: none"> - Exchange of hoses, unless caused by a specific defect; - Implementation of technical modifications to improve the performance, the output and the lifetime of the plant ("Retrofits"); - Defects caused by external force, influence of weather, forces of nature, temperatures out of tolerance as defined in the machine documentation, fire, explosion, war, acts of terrorism, nuclear radiation or any other nuclear incident, strikes, vandalism, robbery or theft, rental to a third party, operation at non-agreed locations, acts of God, improper repair or alterations, leakage of plastics, liquids or compressed air, operation of a faulty system (unless approved in writing by ENGEL) or lack of cleanliness and maintenance; - Defects including consequential defect and damages caused by non-compliance with technical provisions/requirement specified in the machine documentation, improper use of the Equipment or a change in the location of the Equipment not carried out or coordinated by ENGEL; - Defects to attached or retrofitted components, unless expressly included to the coverage by ENGEL in the order confirmation; - Defects to the Equipment or its components due extension or modification of components and assemblies ensuring Equipment's operation, not being performed by ENGEL or a third party commissioned by ENGEL; - General operational wear and tear, corrosion and optical flaws; 	<ul style="list-style-type: none"> - 由外力造成的机器损伤, 天气影响、自然力、机器文档中定义的超出容许范围的温度、火灾、爆炸、战争、恐怖主义行为、核辐射或任何其他核事故、罢工、故意破坏、抢劫或盗窃、出租给第三方、在未经同意的运送到其他地点、不可抗力、修理或改装不当、塑料、液体或压缩空气泄漏、运行有故障的系统（除非获得 ENGEL 的书面批准）或缺乏清洁度和维护; - 包括因不遵守机器文件中规定的技术规定/要求、设备使用不当或设备位置变化而导致的间接缺陷和损坏, 而不是由 ENGEL 执行或 ENGEL 协调; - 附件或改装部件的缺陷, 除非 ENGEL 在订单确认中明确规定包含在保修范围内; - 为了确保设备的运行, 机器和组件的需要升级或修改, 导致设备或其部件的损坏, 而执行方不是 ENGEL 或受 ENGEL 委托的第三方; - 一般操作磨损、腐蚀和光学缺陷; - 其他方面包括的缺陷, 例如保险; - 因与 ENGEL 达成特定协议而不在保修范围内造成的缺陷; - 非恩格尔执行或者授权的维修费用 - 未进行初始维修和/或不需要后续的保养 - 在受恩格尔延保的设备覆盖范围之前进行的检查(恩格尔保养)和相应的维护服务, 包括相关的备件磨损;
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<ul style="list-style-type: none"> - Defects otherwise covered, such as by insurance; - Defects excluded from coverage due to specific agreement with ENGEL; - Costs for repairs not performed or authorized by ENGEL; - Assemblies and components that have not been initially serviced and/or are not subject to continuous maintenance; - Inspections (ENGEL care) and consequential maintenance services, including related wear and tear respectively spare parts, commissioned before coverage of the respective Equipment under ENGEL protect; 	
8. Limitation of Service	8.服务限制
<p>a. All services under ENGEL protect are limited with 30% of the gross purchase price of the respective Equipment.</p> <p>b. Subject to an agreement on a fee adjustment, ENGEL reserves the right to terminate ENGEL protect to the end of the month before expiry of the agreed term, if the costs for rectification of all defects covered exceed the amount defined under Section B.8. lit. a.</p>	<p>a. 基于恩格尔的延保服务下的所有服务都受限于相应设备总采购价格的 30%</p> <p>b. 根据费用调整协议，如果所有缺陷的修复费用超过 8.a 条规定的金额，恩格尔保留终止恩格尔延保服务的权利，直至约定期限届满前的月底。</p>
9. Contractual Claims	9. 合同索赔
ENGEL protect and any claim arising out or in connection with ENGEL protect do not affect any of Customer's claims connected to the respective Equipment purchase contract.	恩格尔延保服务相关的任何索赔与相应设备采购合同相关的任何索赔没有关联，独立核算。
10. Duties of Care and Proper Use	10.正确履行保养职责
<p>a. Equipment must be operated in accordance with the machine-documentation.</p> <p>b. Customer shall handle the Equipment with due care in accordance with the machine-documentation and ensure the so required cleanliness of the Equipment and the operating environment.</p>	<p>a. 设备运行必须按照机器文件操作。</p> <p>b. 客户应按照设备文件的要求仔细地操作设备，并确保设备和运行环境的清洁</p>
11. (Regular) Maintenance	11.定期保养

<p>a. Preventive maintenance of the Equipment and its components by the relevant Sales and Service Organization once per year is mandatory for coverage under ENGEL protect; whereas ENGEL protect entails the maintenance package ENGEL care complete package (inspection, safety check, fluids service, calibration incl. measurement and testing).</p> <p>b. For the purpose of performance of the required maintenance work Customer shall grant ENGEL's employees access to the Equipment upon prior notice.</p>	<p>a. 在 ENGEL 的延保服务下，相关的销售和服务机构每年必须对设备及其部件进行一次预防性维护；该维护使用恩格尔保养完整包（普通检查、安全检查、流体服务、校准包括测量和测试）。</p> <p>b. 为了执行所需的维护工作，客户应在事先通知恩格尔的员工后，允许其保养设备。</p>
<p>12. Remote Maintenance (e-connect.24)</p>	<p>远程维护 (e-connect.24)</p>
<p>a. Installed and ready-to-operate ENGEL remote maintenance tool e-connect.24 is mandatory for ENGEL protect and any service thereunder. e-connect.24 is provided with the Equipment and enables fast and efficient failure analysis as well as planning and minimizing of downtimes. Moreover, e-connect.24 ensures optimized preparation of the service technician and entails a 24/7 access to the ENGEL Support Hotline.</p> <p>b. Customer is responsible for providing and maintaining the IT infrastructure which is required to perform the under e-connect.24., including providing internet access corresponding to the respective system specifications by ENGEL. In all other respects the General Terms and Conditions for Remote-Services under e-connect.24 as amended from time to time shall apply. Current version is available under https://www.engelglobal.com/en/at/gtc.html.</p>	<p>a. 已安装并随时可用的 ENGEL 远程维护工具 e-connect.24 是恩格尔延保服务的强制条款。e-connect.24 配备了设备，能够快速有效地进行故障分析，并规划和减少停机时间。此外，e-connect.24 确保服务技术人员进行服务之前，能够获得到最佳准备，并且客户能够全天候得到恩格尔热线支持。</p> <p>b. 客户负责提供和维护 e-connect.24 所需的 IT 基础设施，包括内部连接 ENGEL 相应系统。在其他方面，不时修订的 e-connect.24 下远程服务适用一般条款和条件。24 不时修订之规定适用。当前版本可在 https://www.engelglobal.com/en/at/gtc.html 下载。</p>
<p>13. Condition Monitoring</p>	<p>13. 状态监控</p>
<p>ENGEL reserves the right to check Equipment covered under ENGEL protect at any time at its own expense for proper operating conditions as defined in the machine documentation. Customer shall grant ENGEL's employees access to the Equipment within a reasonable period following prior notification.</p>	<p>恩格尔有权在任何时候自费检查延保期间的设备，是否符合机器文档中所定义的适当操作条件。客户应允许恩格尔的员工在事先通知后的合理期限内使用设备。</p>

14. Correction of Deficiencies a. ENGEL shall provide Customer with a written report on any deficiency in operation conditions of the Equipment, being revealed by condition monitoring according to Section B.13. b. Customer shall correct all failures that have been reported in accordance to Section B.14. lit. a. within reasonable time.	15. 解决问题 a. 根据 B13 节的条件监测发现的设备运行条件中的任何缺陷，恩格尔应向客户提供书面报告。 b. 在合适地时间内，客户应当处理不 4 中所有地故障。
16. Substantial Deficiencies ENGEL reserves the right of immediate termination of ENGEL protect , if condition monitoring (according to Section B.13.) reveals substantial deficiencies concerning operation conditions, where correction of this deficiencies is not foreseeable or consequential damages are to be expected due to the revealed failures/deficiencies.	14. 重大故障 如果状态监测(根据 B.13 节)发现运行条件存在重大缺陷，且无法预见对缺陷的纠正，或由于所发现的故障/缺陷可能造成相应的损害，恩格尔保留立即终止恩格尔延保服务的权利。
17. Notification and Reporting a. Defect of the Equipment shall be reported to ENGEL without undue delay. Subsequent defects, including but not limited to those resulting from failed or late reporting, are excluded from coverage under ENGEL protect . b. For the assessment of a timely report, the point in time shall be decisive at which the customer recognized the defect or could have recognized it if due care had been applied.	15. 通报 a. 设备地任故障应当及时告知恩格尔，后续不在恩格尔延保范围内的故障，不仅限于报告失败或者延迟报告导致的故障。 b. 对于报告及时评估，如果采取了适当的措施，时间点会很重要的。时间点是指客户能够辨别出故障或者本来可以辨别出故障。
18. Preservation and Returns Unless otherwise agreed, Customer shall keep available all defective components for further inquiry. Upon request by ENGEL the defective components shall be returned to ENGEL respectively properly prepared for shipping at customers expense.	16. 保留和返还 除非另有约定，客户应保留所有不良品的组件以供进一步查询。根据 ENGEL 的要求，不良品的组件应分别退回给 ENGEL，并妥善准备好装运，费用由客户承担。
C. Miscellaneous	c.其他项
1. Termination	1.终止
Notwithstanding the right of termination according to Sections B.5. lit. c., B.8. lit. b. and B.15., ENGEL may terminate ENGEL protect with immediate effect, if:	根据 B5 章节 C 条款，B8 章节的 B 条款和 B15 条款，恩格尔有立即终止延保服务的权利， 如果：

<ul style="list-style-type: none"> a. Customer fails to pay the agreed fees for ENGEL protect on time despite a reminder and the setting of a reasonable grace period; b. bankruptcy or comparable proceedings are commenced against Customer; c. an application for insolvency against Customer is dismissed due to the lack of cost-covering assets; d. Customer is unable to fulfil his payment obligations when due, generally ceases payments to his creditors or announces cessation of payment, or offers or makes a general debt settlement; e. a circumstance attributable to Customer occurs, that causes continuation of ENGEL protect to be unreasonable for ENGEL. 	<ul style="list-style-type: none"> a. 客户未及时支付 ENGEL 延保的约定费用，尽管用户已被提醒，并且恩格尔给了合理的宽限期。 b. 对客户启动破产或类似地诉讼 c. 由于缺乏成本覆盖资产，对客户的破产申请被驳回； d. 客户无法在到期时履行其付款义务，通常停止向债权人付款或宣布停止付款，或提供或进行一般债务清偿； e. 因于用户的情况，导致恩格尔延保服务对恩格尔来说是不合理的。
<p>2. Liability</p>	<p>2.责任</p>
<ul style="list-style-type: none"> a. ENGEL will at its own expense obtain and maintain during the whole term of any contractual relationship from a qualified and licensed insurance carrier a commercial general liability insurance with a minimum coverage of 5 Mio. EUR any one occurrence and in the annual aggregate for bodily injury and damage to property. b. Except as expressly provided herein to the contrary, whereupon a party is entitled to receive profit, neither ENGEL nor Customer shall be liable to the other by way of indemnity or by reason of any breach of these Terms and Conditions, any contract formed hereunder or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financial or economic or for any indirect or consequential damage whatsoever that may be suffered by the other. In no circumstances whatsoever shall ENGEL's liability to the Customer under these Terms and Conditions or any contract formed hereunder for any one act or default exceeding 50,000 EUR or the corresponding amount in the currency of the Customer's country. 	<ul style="list-style-type: none"> a. 在合同关系的整个期间，恩格尔将自行承担维护费用，从合格和许可的保险承保人获得并维持至少承保 5 百万欧元的商业一般责任保险，当每次发生的人身伤害和财产损失。 b. 除非本协议明确规定，一方有权获得利润，否则 ENGEL 和客户均不对另一方承担赔偿责任或因任何违反本条款和条件、根据本协议形成的任何合同或 对于任何利润损失、使用损失、生产损失、合同损失或任何财务或经济或任何可能遭受的任何间接或后果性损害的法定义务或由于侵权（包括但不限于疏忽） 在任何情况下，对于超过 50,000 欧元或以客户所在国家/地区货币表示的相应金额的任何行为或违约，ENGEL 均不对客户根据这些条款和条件或根据本协议形成的任何合同承担责任。

<p>3. Data Protection</p> <p>a. The parties hereby expressly consent to the processing of personal data, in particular name, address, contact and professional data, of the persons acting on their behalf and intervening vis-à-vis the companies of the respective other party for the purpose of contract fulfilment, order processing as well as for the fulfilment of the relevant legal requirements and accounting obligations.</p> <p>b. Furthermore, the parties consent to the transfer of this personal data to affiliated companies of the respective other party in countries outside the European Union for the purpose of order processing and contract fulfilment, always considering the potential risks related thereto.</p> <p>c. By giving such consent, the parties also warrant to obtain corresponding declarations of consent by the respective data subjects, and upon first request to indemnify each other from all disadvantages related to any breach of the foregoing warranty.</p> <p>d. Without prejudice to the lawfulness of the processing based upon consent given before, such consent (pursuant to lit. a. and lit. b.) may be withdrawn at any time by either party or the respective data subject, by using the options stated in paragraph e.</p> <p>e. An overview to all companies affiliated to ENGEL can be found under www.engelglobal.com/dataprotection. Options for withdrawal pursuant to lit.d. to ENGEL as well as respective information are provided at www.engelglobal.com/dataprotection.</p>	<p>3.数据保护</p> <p>a. 双方在此明确同意，为履行合同的目的，处理代表他们办事的人员的个人数据，特别是姓名、地址、联系方式和专业数据。以及为履行订单处理的相关法律要求和会计义务。</p> <p>b. 此外，双方同意将这些个人数据传输给欧盟以外国家/地区的相应另一方的关联公司，以处理订单和履行合同，并始终考虑与此相关的潜在风险。</p> <p>c. 通过给予此类同意，双方还保证获得各自数据主体的相应同意声明，并在第一次要求时相互赔偿因违反上述保证而造成的所有损失</p> <p>d. 在不损害基于之前同意的处理的合法性的情况下，任何一方或相应的数据主体可以随时通过使用中所述的选项撤回此类同意（根据 a. e. 段）</p> <p>e. 可以在 www.engelglobal.com/dataprotection 下找到对所有隶属于 ENGEL 的公司的概述。根据 条款 d. 退出的选项 www.engelglobal.com/dataprotection 提供给 ENGEL 的信息以及相关信息。</p>
<p>4. Applicable Law</p> <p>This Terms and Conditions shall be governed by and construed in accordance with the laws of the state where the respective Sales and Service Organization has its registered office to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.</p>	<p>4.适应法律</p> <p>本条款和条件应受相应销售和服务组织注册办事处所在州的法律管辖并根据其解释，不包括《联合国国际货物销售合同公约》的规定。</p>
<p>5. Dispute Resolution</p>	<p>5.争议判罚</p>

<p>All disputes, disagreements or any claim arising out of or in connection with these Terms and Conditions and any contract formed hereunder including any issue regarding its existence or validity shall be referred to the court having jurisdiction under applicable statutory provisions.</p>	<p>因本条款和条件以及根据本条款和条件形成的任何合同引起或与之相关的所有争议、分歧或任何索赔，包括与其存在或有效性有关的任何问题，均应提交给根据适用法律规定具有管辖权的法院。</p>
<p>6. Waiver</p>	<p>6. 弃权</p>
<p>The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself unless approved in writing by the parties.</p>	<p>任何一方未要求另一方履行本协议的任何条款，不影响其在此后任何时候要求对方履行该等条款的充分权利；任何一方对违反本协议任何条款的弃权，都不应被视为或视为对条款本身的弃权，除非双方书面批准。</p>
<p>7. Independent Contractor</p>	<p>7. 独立承包商</p>
<p>Neither Party will be deemed to be the employee, representative, agent, joint venturer or partner of the other Party for any purpose. Neither Party has the authority to obligate or bind the other, or to incur any liability on behalf of the other, nor to direct the employees of the other.</p>	<p>任何一方均不得出于任何目的被视为另一方的雇员、代表、代理人、合营者或合伙人。任何一方均无权对另一方施加义务或约束另一方，或代表另一方承担任何责任，也无权指导另一方的员工。</p>
<p>8. Written Form</p>	<p>8. 书面确认</p>
<p>All amendments to this Agreement shall be in written.</p>	<p>对本协议的所有修改均应以书面形式进行。</p>
<p>9. Severability</p>	<p>9. 可分割性</p>
<p>The contract concluded subject to these Terms and Conditions shall remain effective, even if any term or other provision thereof is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of the contract shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, it is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of the respective contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause</p>	<p>根据本条款和条件订立的合同应保持有效，即使其中的任何条款或其他规定被有管辖权的法院认定为无效、非法或不能被任何法律规则或公共政策强制执行，所有其他条款，合同的条款和条件仍然完全有效。在确定任何条款或其他规定无效、非法或无法执行后，双方也有意在每一项非法、无效或无法执行的条款或规定中添加 相应的合同 与此类非法、无效或不可执行的条款或规定类似的条款或规定，可能是合法的、有效的和可执行的。</p>

or provision as may be possible and be legal, valid and enforceable.	
-------------------------------------------------------------------------	--