

## 一般交易条款

### 1. 适用范围

1.1. 本交易条款（以下简称条款）适用于 VICC 公司（以下简称 VICC）所有的-包括以后-供货合同或其他服务所制订合同包括承揽和定作合同。由 VICC 和客户双方书面达成的协议 与此条款抵触或具有补充功能时，则以协议取代本条款。

1.2. 倘若客户本身的交易条款与此抵触，即使 VICC 在知情双方条款相违的情况下仍然无保留地履行约定，

也须在 VICC 书面确认后且在书面 确认的范围内才可以客户的交易条款取代本条款。

1.3. VICC 对本条款章程做出的任何更改在客户的同意下纳入双方的合同之内。若客户在条款更改公告一个月之内没有提出书面异议，也视为同意更改。

### 2. 发出要约和订立合同

2.1. 客户发出的订单具有约束力。合同自 VICC 以书面形式发出的委托确认书（也可用传真的形式）到达客户时成立。合同内容以委托确认书确定的内容为准。若非如此，最迟合同也会在 VICC 交货或交付预定的工作成果（以下简称履行标的物）时，或在提供双方约定的服务（以下简称合同标的的）时成立。

2.2. 履行标的物 and 合同标的的具体指标在由 VICC 和客户个别订立的合同里或在 VICC 制订的委托确认书中最终加以规定。口头承诺，目录说明，图纸，摹本，规格，重量或其他的指标只有在明确书面约定后才具有约束力。VICC 或其辅助人因其公开宣传特别是通过广告宣传或货物标示而引起大众对它的期待也属于必须明确书面约定的指标。VICC 保留技术及设计层面上实物与广告，目录或书面资料上的合理偏差。VICC 保留由于技术进步或后续发展导致的型号，构造或材料的改变。VICC 不需为这些偏差负任何法律上的责任。

## General Terms and Conditions

### 1. Scope

1.1. These General Terms and Conditions (hereinafter "T&C") apply to all contracts – even future ones – for deliveries or other services including VICC contracts for labour, work and materials. Agreements that differ from or supplement the T&C have priority over the T&C if the parties have agreed this in writing.

1.2. The customer's T&C that vary from these conditions, even if VICC is aware of these conditions and still provides the services, are only valid if and to the extent to which these have been confirmed as valid in writing instead of these T&C by VICC.

1.3. Each change to these T&C by VICC becomes part of the contract between VICC and the customer, if this customer agrees to this change or does not oppose it in writing within one month of becoming aware of the change.

### 2. Quotation and signature of contracts

2.1. Orders issued by the customer are always considered to be binding. The contract only exists after the receipt of and in line with the content of a written order confirmation (also per fax) from VICC by the customer or at the latest on delivery of the goods ordered or services requested (hereinafter summarised as "services/goods") or by the provision of the agreed service (hereinafter also summarised as "subject of the contract") by VICC.

2.2. The service features of the services and subjects of the contract are finally described in the service description of the relevant individual contract between VICC and the customer or the order confirmation. Oral agreements, catalogue statements, drawings, images, measurements, weights and other features are only binding if they have been confirmed in writing. This also applies to properties that can be expected in line with public statements by VICC or its agents, in particular in advertisements or by marking the goods. Technical and design variations that are reasonable for the customer and differ from statements made in brochures, catalogues, written documents as well as changes to models, designs and materials due to technical progress and further development may occur without this resulting in claims against VICC

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2.3. VICC 和其客户签订的合同内容涉及的倘若是咨询或其他服务时，只有在以书面形式约定的情况下 VICC 才将此视为承揽或供货合同。除此之外，VICC 原则上并没有最终达成特定的咨询成果或其它服务成果的义务。VICC 的履行义务皆以在相应委托确认书中规定的内容为准。

2.4. 除非在个别情况下合同双方另有书面协议或者另有强制法律规定，VICC 对于提供的货物或服务存在某种特定状况，并不提供任何法律层面的担保。

## 交货条件/服务条件

3.1. 交货时间或提供服务的时间由 VICC 依照公司本身生产容量制订书面协议。此协议理解为是可更改，不具约束力且有附加条件的。附加条件涉及 VICC 的自身供应及其他不可预知的状况和障碍，该情况和阻碍不论是存在于 VICC 自身还是提供给 VICC 所有或部分的产品或服务的企业。上述不可预知的状况和障碍会相应延长交货时间和履行时间。如果状况和阻碍出现在已经履行延滞后，那么客户所订得补交期限也根据状况和阻碍持续时间相应延长。如果因为不可预期的状况或障碍，而非 VICC 本身引起的延迟交货或履行超过 6 周以上，VICC 得以保留撤出合同的权利。

3.2. 为了确实履行书面协定上所订的交货和提供服务的时间，客户有义务及时地提供完整的必需的资料，尤其有义务配合 VICC，否则供货或服务的时间将相对地被延长。

3.3. VICC 在合理的范围内有权部分供货或部分履行。

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2.3.If the subject of the contract between VICC and the customer is consulting or other services, these are only provided by VICC as a labour or delivery contract if this has been expressly agreed in writing. In addition, VICC is not liable as a matter of principle for any consulting or other success. The services to be provided by VICC in individual cases depend on the content stated in the order confirmation.

2.4.VICC does not undertake any guarantee in legal terms for the existence of particular characteristics of the services or goods provided if this is not expressly agreed in writing and no binding legal provisions stipulate something to the contrary.

## 3. Delivery and service terms

3.1.A delivery date or service provision date is agreed by VICC in writing in line with the expected ability to provide and is to be understood as subject to change, nonbinding and subject to ontime selfdelivery and unforeseen circumstances and impediments, no matter whether these occur at VICC or another company from which VICC purchases the goods or services in full or in part. These circumstances and impediments extend the delivery or service date as relevant, even if they occur during a delay that already exists. Any subsequent period set by the customer is also extended in this case by the duration of the circumstances and impediments. VICC reserves the right to withdraw from the contract if the delay to the delivery or service resulting from a circumstance or impediment is longer than six weeks and for which VICC is not responsible.

3.2.Adherence to the agreed written delivery periods and those for provision of services requires that the customer provides all information required for the delivery or provision of the service in good time, especially the relevant duties of cooperation. If this is not the case the delivery period or period to provide the service is extended as appropriate.

3.3.VICC is entitled to provide reasonable partial deliveries and services.