



通用商业条款与条件

义获嘉伟瓦登特（上海）商贸有限公司

General Terms and Conditions of Business

Ivoclar Vivadent (Shanghai) Trading Co., Ltd.

1. 通用条款

General Provisions

义获嘉伟瓦登特（上海）商贸有限公司（以下简称“义获嘉”），注册地址位于中华人民共和国上海市静安区武定路881号1号楼3楼。义获嘉的所有业务交易都应基于以下条款与条件，任何与本条款与条件相抵触的协议都需要经过义获嘉的书面认可。

All business transactions of Ivoclar Vivadent (Shanghai) Trading Co., Ltd., 3F, Building 1, 881 Wuding Rd Jingan District Shanghai, China. ("Ivoclar") are based on the following terms and conditions. Any deviating agreements require the written consent of Ivoclar.

2. 要约

Offers

义获嘉发出的任何要约均不具有约束力。

Any offers made by Ivoclar are non-binding.

3. 价格与付款条款

Prices and Payment Terms

3.1. 所列价格均不含销售税或增值税。

All prices listed are exclusive of sales tax or value added tax.

3.2. 适用价格仅为订单当日有效价格。

The applicable prices are the prices in force on the day of order.

3.3. 除非双方另有约定，否则所有采购都需要由买方提前付款。

Unless otherwise agreed all purchases require advance payment by the Purchaser.

4. 风险转移、运输损害与货物供应

Transfer of Risk, Transport Damage, Availability of Goods

在收到买方的预付款后，义获嘉会将货物送到买方指定的仓库。买方在收到货物后，应检查货物的运输损坏情况，如货物有任何因运输而造成的损坏，买方应立即通知承运人和义获嘉，并要求承运人签署运输损坏通知单。如果由于义获嘉的原因导致货物无法提供，义获嘉可以撤销合同。在这种情况下，义获嘉应立即通知买方无法供货的情况，并立即退还所提供的任何对价。义获嘉有权进行部分交付，前提是可以合理地预期买方接受这一点。

Upon receipt of the advanced payment from Purchaser, Ivoclar will deliver the goods to the warehouse designated by the Purchaser. Upon receipt, the Purchaser shall inspect the goods for transport damage, inform the transport person and Ivoclar immediately of any transport damage, and ask the transport person to sign a damage note. If the goods are not available and this is attributable to Ivoclar, Ivoclar can withdraw from the contract. In this case, Ivoclar shall immediately inform the Purchaser of the unavailability and shall immediately refund any consideration provided. Ivoclar is entitled to make partial deliveries if the Purchaser can be reasonably expected to accept this.

5. 瑕疵通知与瑕疵索赔

Notice of Defects, Claims for Defects

义获嘉对所交付货物瑕疵的责任如下，不包括进一步索赔：

Ivoclar's liability for defects in the goods it delivers is as follows, excluding further claims:

5.1. 对于货物瑕疵，买方必须立即书面通知义获嘉并附上交货单。货物有明显瑕疵的，买方必须在收到货物后8天内通知；货物有隐藏瑕疵的，买方应在发现瑕疵后8天内通知。

The Purchaser must notify Ivoclar of defects in writing without delay, enclosing the delivery note. Obvious defects must be notified within eight days of receipt of the goods, hidden defects within eight days after they have become apparent.

5.2. 如货物出现与约定质量的轻微偏差、可用性的轻微损害、自然磨损，或在风险转移后由于不正确或疏忽的处理、过度的压力、不恰当的操作设备或合同中未设想的特定外部因素而造成的损害，买方不得就瑕疵提出索赔。

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The Purchaser shall have no claim for defects in cases of minor deviation from the agreed quality, minor impairment of usability, natural wear and tear, or damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating equipment or specific external factors that are not envisaged in the contract.

- 5.3. 对于未及时通知的瑕疵，义获嘉不承担任何责任。义获嘉对用户不适当或不当的使用或处理或不遵守使用或操作说明所造成的损害不承担责任。

Ivoclar is not liable for defects that are not notified in timely manner. Ivoclar shall not be responsible for damage caused by unsuitable or improper use or handling by the user nor by failure to observe the instructions for use or operation.

- 5.4. 义获嘉应有权自行选择维修有瑕疵的货物或交付无瑕疵的货物作为替换。如果这种补救瑕疵的尝试失败，买方可以要求适当降低购买价格或取消本单个订单的购买，或在非次要瑕疵的情况下在第 10 条的限制范围内进行赔偿。对于货物已运抵约定履约地点以外的地点而产生的与补充履约有关的任何费用，只有在经义获嘉书面同意的情况下，才由义获嘉承担。

Ivoclar shall, at its option, either repair defective goods or deliver faultless goods as replacements. If this attempt to remedy the defect fails, the Purchaser may demand an appropriate reduction of the purchase price or cancellation of the individual purchase, or – in the case of a non-minor defect – compensation within the limitations of clause 10. Any expenses that arise in connection with the supplementary performance because the goods have been taken to a place other than the agreed place of performance will only be borne by Ivoclar if this has been agreed in writing.

6. 交付时间

Delivery Times

交付时间在各自的商业文件中规定或另行商定。由于不可抗力、原材料短缺、操作设备和生产机器的缺陷、火灾、能源供应中断、停工或其他障碍而造成的延迟，义获嘉可以不遵守交货期和日期，即使这些已经明确约定。在未遵守合同约定的交货期和日期的情况下，买方只能在合理的宽限期后撤销合同。

Delivery times are specified on the respective business documents or agreed separately. Delays due to force majeure, shortage of raw materials, defects in the operating equipment and the production machines, fire, interruption in the supply of energy, cessation of work, or other impediments release Ivoclar from delivery periods and dates, even if these have been expressly agreed. In the event of non-compliance with contractually agreed delivery periods and dates, the Purchaser may only withdraw from the contract after a reasonable grace period.

7. 出口管制条例

Export Control Regulations

买方必须提供货物最终用户（法人或自然人）的信息，如果货物要交付给买方，则必须完整地填写义获嘉提供的“最终用户证书”

The Purchaser must provide information on the end user of the goods (legal entity or natural person) and must complete the "End-User Certificate" provided by Ivoclar in full if the goods to be delivered to the Purchaser

- a. 被归类为两用产品（根据《欧盟两用条例》2009 年 5 月 5 日理事会条例（EC）第 428/2009 号和/或瑞士货物管制条例/GKV（SR 946.202.1））

are classified as a dual-use product (according to Council Regulation (EC) No. 428/2009 of 5 May 2009 (EU Dual-Use Regulation) and/or the Swiss Goods Control Regulation / GKV (SR 946.202.1) and/or the US EAR Regulations (with an Export Control Classification Number (ECCN))

或

OR

- b. 将被运往受相应禁运规则限制的国家。

are to be shipped to countries that are subject to corresponding embargo rules.

根据买方提供的信息，义获嘉可能会要求提供更多的交易信息，以便申请任何可能需要的出口管制许可证。

Depending on the information provided by the Purchaser, Ivoclar may request additional information about the transaction in order to apply for any export control licence that may be required.

如果由于德国、美国或其他适用的国家、欧洲或国际外贸法律规定或禁运而无法履行合同/报价，或者其他制裁措施阻碍了合同/报价的履行，则无论依据任何法律，买方均不能向义获嘉提出任何索赔。

If performance of a contract/offer is not possible due to German, US, or other applicable national,

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European, or international provisions of foreign trade law or embargoes, or if other sanctions obstruct performance, the Purchaser cannot make any claims – regardless of their legal basis – against Ivoclar.

8. 责任

Liability

义获嘉对轻微疏忽的赔偿和费用补偿的责任被排除在外，特别是对违反合同义务和侵权行为的责任，除非义获嘉违反了重要的合同义务，即履行该义务首先能使合同正常履行或买方通常可以依赖的义务。在这种情况下，义获嘉的责任仅限于义获嘉在签订合同时根据其已知情况可以预见的典型损失。

Any liability by Ivoclar for compensation and reimbursement of expenses for slight negligence is excluded, in particular for breach of contractual obligations and for tortious acts, unless Ivoclar has breached a material contractual obligation, i.e. an obligation the performance of which enables proper performance of the contract in the first place or which the Purchaser may ordinarily rely on. In such a case, Ivoclar's liability is limited to the foreseeable damages typical of the contract which Ivoclar could have expected at the time of conclusion of the contract on the basis of the circumstances known to it.

9. 时效期限

Limitation Period

买方对瑕疵的索赔在一年后到期。该期限同样也适用于买方提出的非基于瑕疵的赔偿要求。

Claims for defect by the Purchaser expire after one year. This also applies to claims for compensation by the Purchaser which are not based on a defect.

10. 履约地点与司法管辖权

Place of Performance and Jurisdiction

10.1 司法管辖地与履行和支付地均为中国上海。双方同意适用中国的法律。

The place of jurisdiction is Shanghai, China; the place of performance and payment is Shanghai, China. The parties agree to apply the laws of China.

10.2 如果上述任何条款全部或部分失效，其余条款的有效性不受影响。无效的条款应被非强制性的法律所取代。这也适用于出现遗漏的情况。

If any of the above provisions becomes invalid in whole or in part, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by non-mandatory law. This also applies in the event of an omission.

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