



IBAG General Business Conditions

IBAG 通用商务条款

1. Tenders 投标

1.1 Tenders which do not stipulate an acceptance date shall not be binding.

没有规定验收日期的投标不具有约束力

2. Formation of contract

合同的形成

2.1 The contract shall be deemed to have been concluded when, on receipt of an order, the vendor acknowledges acceptance in writing.

合同应该是已被总结的，在收到订单后，供货商已书面签字认可的。

3. Scope of contract

合约范围

3.1 The goods to be supplied and the work to be done under the contract shall be as specified in the order acknowledgement.

Items not referred to therein shall be charged for separately.

合同项下提供的产品或服务应该在合同文本中详细描述，如需提供合同条款没有涉及到的项目将额外收取费用。

4. Technical documents

技术文件

4.1 Technical documents, such as drawings, descriptions, illustrations and the like constitute only an approximate guide; the vendor reserves the right to make any changes considered necessary.

技术文件，例如图纸、描述、说明以及类似文件，仅仅是大概的指导文件，生产商保留作任何必要更改的权利。

4.2 All technical documents remain the exclusive property of the vendor and may not be copied or reproduced or communicated to a third party; nor may they be used for the construction of the machinery/equipment or parts thereof. They may be used for operation and maintenance, provided they are marked accordingly by the vendor.

所有技术文件为生产商独有资产，不允许进行拷贝或复制以及与第三方的交流，也不允许用于建造其他设备或零件。仅可以用于供应商所供设备的操作与维护。

5. Regulations in force at destination

所在地法规

The purchaser must inform the vendor of any regulations and all laws, governmental or others, in force which apply or bear any relation to the execution of the erection work and the operation of the machinery/equipment.

买方必须通知生产商用户当地政府部门关于设备的安装与操作的全部法律法规。

6. Price

价格

6.1 All prices shall be deemed to be net ex works in Swiss Francs excluding packing. The purchaser shall be liable for all kinds of taxes, fees, customs duties and all other resulting costs.

所有的价格均需被看作出厂价、不含包装的瑞士法郎报价。买方有责任承担各项税费、报关以及其他可能的费用。

7. Terms of payment

付款条款

7.1 Our payment terms are as follows: - 30 days net or according to agreement

我们的付款条款如下：30天现金或根据协议

7.2 The dates of payment shall also be observed if transport, delivery, erection, commissioning or acceptance of the machinery/equipment is delayed or prevented by circumstances beyond the vendor's control. The purchaser shall not withhold or reduce payments on account of complaints or claims or of counterclaims not accepted by the vendor. Payment shall also be made if unimportant parts of the machinery/equipment are missing, but do not prevent the machinery/equipment from being used, or if post delivery work has to be carried out on the



machinery/equipment.

付款时间需要遵守，即使因为环境等生产商无法控制的原因造成的如下事项的延迟，如：运输、交货、试运转以及设备签收等。买方不能因为投诉或索赔或者反诉不被生产商接受等原因而延迟付款或者减少付款额。如果因为不重要的零件的缺失，但不影响设备的使用，或者如果后补件已应用到设备上时，货款需要准时支付。

8. Property right

所有权

8.1 The vendor shall retain ownership of the goods supplied until full payment has been received. The purchaser shall participate in any measures necessary for the protection of the vendor's property.

生产商将拥有所提供货物的所有权，直到全部款项全部收到。在此期间，买方需要采取任何必要措施保护生产商的财产。

9. Delivery time

交货期

9.1 The delivery time shall commence on the date of formation of the contract and when the main technical points have been settled.

交货期应在合同形成后，且主要的技术问题已解决的情况下开始计算。

9.2 The delivery time may be reasonably extended:

以下情况交货期允许合理的延长

- if the information required by the vendor about the execution of the order is not received in time, or if subsequent changes which delay delivery are made by the purchaser.

如果生产商需要的关于订单执行的信息而买方没有按时反馈，或者由于买方提出的造成交货延误的后续更改。

9.3 The purchaser is not entitled to claim indemnity or cancel the contract if delivery is delayed.

如果交货期延迟，买方没有权利索赔补偿或者取消合同。

10. Testing and acceptance of goods

测试及验收

10.1 The purchaser shall test the goods delivered within 10 days and report any shortcomings to the vendor in writing without delay. If he fails to do this, the goods shall be deemed to have been accepted.

如有任何缺陷，买方应在交货后10天内书面向生产商反馈。如10天内没有反馈，即认为货物已被验收。

10.2 If the acceptance tests prove that the goods do not fulfil the terms of the contract, the purchaser shall give the vendor an immediate opportunity of correcting any deficiency.

如果验收测试证明产品不符合合同要求，买方应即时给予生产商改正缺陷的机会。

10.3 The purchaser shall not be entitled to claim indemnity for deficiencies in the goods delivered, in particular to damages or cancellation of the contract.

买方不能因已交货的货物存在缺陷，尤其不能因为造成了伤害或者合同的取消而索赔补偿。

11. Packing

包装

11.1 Packing shall be charged for separately by the vendor and shall not be returnable.

包装的费用是由供货商单独核算的，并且不能退还。

12. Transfer of use and risk

使用与风险的转移

12.1 The right to use the goods and the risk involved are transferred to the purchaser not later than on the date of their leaving the vendor's works, even if delivery is carriage paid, c.i.f., f.o.b., or under similar terms or includes erection. If dispatch is delayed or prevented by circumstances beyond the vendor's control, the goods shall be stored at the purchaser's expense and risk.

货物一旦离开生产商的工厂，货物的使用权与伴随的风险将一并转移至买方，无论付款方式是CIF、FOB或者基于其他付款条款，抑或含有安装服务的情况。如果因环境等生产商无法控制的原因造成发货延迟或被阻止，货物储存产生的费用与风险将由买方承担。

13. Transport and insurance



运输与保险

13.1 Special requirements regarding forwarding and insurance shall be communicated to the vendor in good time. Transport shall be at the purchaser's expense and risk.

关于运输与保险，如果有特殊要求的话需在适合的时间与生产商沟通。运输的费用与风险由买方承担。

13.2 Insurance against risk of any kind is the responsibility of the purchaser. Even when taken out by the vendor, it shall be at the purchaser's expense and risk.

抵抗任何风险的保险由买方负责。尽管由生产商执行的，费用与风险也是由买方承担。

14. Erection

安装

14.1 If the vendor wishes erection by IBAG, this needs a special conditional arrangement.

如果买方希望由IBAG提供安装服务，将需要一个专门的有约束条件的协议。

15. Guarantee

质量保证

15.1 The vendor undertakes upon written request of the purchaser to repair or replace at his own discretion and as quickly as possible any part exhibiting deficiencies due to faulty material, bad design or poor workmanship.

Replaced parts shall become the vendor's property.

生产商承接买方基于自己的判断以及第一时间发现的由于有缺陷的材料、错误的设计或者低级的工艺而出现的问题零件，而提出的维修或更换的书面要求。更换下来的零部件属于生产商的财产。

15.2 The vendor shall bear only the costs resulting from the repair or replacement of defective parts in his own factory (spare parts, repair and working time). If guarantee work has to be done at the customers, the travelling costs are invoiced. Eventual freight costs for spare parts ex works Zurich are at the supplier's charge. Freight costs ex domicile of the customer and back to Zurich are at the customer's charge.

生产商仅承担在自己工厂内发生的维修或更换有缺陷的零件的费用（备件、维修以及工时）。如果质保工作必须在客户处执行的话，差旅费将由客户报销。最终由瑞士Zurich发出的备品备件的运费由供货商承担，从客户所在地返回到瑞士Zurich的费用由客户承担。

15.3 The purchaser shall not be entitled to claim indemnity for deficiencies in the goods delivered, in particular damages or cancellation of the contract.

买方不能因已交货的货物存在缺陷，尤其不能因为造成了伤害或者合同的取消而索赔补偿。

15.4 The vendor's guarantee applies to all damages appearing within 2 years of the date of sale as a result of faulty material or manufacture, except consumption parts.

生产商的质保适用于所有交货后2年内由于材料缺陷或加工原因产生的问题，损耗除外。

15.5 The guarantee period for wearing parts is 2000 running hours within 12 months.

损耗品的质保时间是发货后12个月内的2000运转小时（先到者为准）。

15.6 Excluded from the guarantee are losses resulting from natural wear, improper maintenance, failure to observe the operating instructions, excessive loading, the use of unsuitable media, the influence of chemical or electrolytation, unsatisfactory building or erection work not undertaken by the vendor or other reasons beyond the control of the vendor.

以下情况是免于质保的：零件的自然磨损、不正确的维护、没有遵照操作手册、过载、使用不对的媒介物（水油气）、化学品或不良电源的影响、不安全的建筑或安装工作不是由生产商执行或其他超出生产商控制的因素等造成的后果。

15.7 The vendor's liability shall cease if the purchaser or a third party undertakes changes or repairs of the goods without the vendor's written consent; likewise if the purchaser does not take immediate steps to prevent the damage from becoming more serious when the vendor is able to rectify the defect.

由于以下原因生产商的质保责任将停止：在没有生产商书面许可的情况下买方或第三方对货物进行更改或维修。同样的，原本生产商有能力修补的缺陷，但由于买方没有立即采取措施而至损害进一步扩大的情况。

16. Liability

责任



16.1 The vendor shall deliver the goods in accordance with the terms of the contract and shall fulfil his guarantee liabilities. He shall not be liable to the purchaser for any other claims.

生产商必须根据合同条款提交货物并履行质保责任。此情况下，生产商不能接受买方任何其他索赔。

17. Place of performance and jurisdiction, law applicable

法律实施地域

17.1 The place of performance and jurisdiction for both purchaser and vendor is the registered address of the vendor.

对生产商及买方的法律判决与执行的地域为生产商登记的地址

17.2 The contract shall be governed by Swiss law.

合同应受瑞士法律管控

18. Validity

有效性

18.1 These General Conditions of Supply shall be binding if declared applicable in the tender or order acknowledgement.

Other requirements stipulated by the purchaser shall only be valid if they are expressly acknowledged

in writing by the vendor. Further will be valid the VSM GENERAL CONDITIONS OF SUPPLY.

此供货通用条款将适用于所有投标或订单。其他买方规定的要求仅在生产商书面写明的情况下有效。

注：以上中文翻译仅供参考，如中英文所表达的意思有矛盾，以英文为准。