

We thank you for your order and confirm this order on the basis of the Sales and Delivery Conditions of HARTING (Zhuhai) Sales Co. Ltd. (“Supplier”) which are enclosed in the email with order confirmation. Please take notice of these conditions which shall be an integral part of the sales contract for the products you have ordered. Certain exclusions and limitations of liability on the conditions are highlighted. We are available to provide explanations on the conditions upon your request.

非常感谢贵方的订购并在浩亭（珠海）贸易有限公司（“供应商”）销售和交付条款的基础上确认该订单，该销售和交付条款列附件在订单确认书的邮件。提请贵方注意，这些条款应作为贵方所订购产品的销售合同的组成部分。条款中对特定责任的免除和限制已重点标出。在贵方要求下，我方可提供对这些条款的解释。

**Sales and Delivery Conditions of HARTING (Zhuhai) Sales Co. Ltd.  
for Business Use**

**I. General terms and conditions**

1. The subsequent sales and delivery conditions shall apply to all agreements concluded between the Customer and the Supplier and obligations resulting from them. They shall also apply to all future transactions even though they may not have been explicitly agreed again. Any and all terms and conditions of the Customer are herewith explicitly objected to. Differing terms and conditions of the Customer (except additional provision specifying quantity and shipment instruction) which the Supplier has not explicitly accepted shall not be binding on the Supplier even though they may not have been explicitly objected to. The subsequent sales and delivery conditions shall also apply in cases where the Supplier carries out the order without any reservations but in the knowledge of contrary or differing terms and conditions of the Customer. The parties shall confirm in writing the conclusion of contracts and agreements as well as collateral arrangements which have not been made in writing, especially in such cases there they differ from these sales and delivery conditions.
2. These sales and delivery conditions shall also apply to sales made on the basis of a trade term, in particular the Incoterms. Where deliveries are made on the basis of one of the Incoterms, those Incoterms in force shall apply. In the event of differing trade terms, these sales and delivery conditions or other explicit agreements shall prevail.
3. Where an order has to be classified as an offer within the meaning of the Article 14 of the PRC Contract Law the Supplier shall be entitled to accept such offer for a period of two weeks. All Supplier's offers are subject to change and not binding in accordance with Article 15 of the PRC Contract Law unless otherwise agreed on an individual basis.

**II. Extent of Delivery Obligations**

1. The Supplier shall retain all rights as to title and copyright in regard to all documents such as calculations, pictures or drawings which have been provided to the Customer in connection with the negotiation or the performance of the contract. This shall also apply to such written documents which are labelled “confidential” or which, evidently to the Customer, have confidential content. Offers and relating documentation shall not be made accessible to third parties unless the Supplier has given its prior written consent. Documents, drawings and samples etc. relating to the offer shall be returned upon demand.

**III. Shipping/Packaging**

1. Loading and shipping shall be carried out uninsured and at the risk of the Customer (“ex works”). The Supplier shall make efforts to take into consideration the Customer's wishes and interests in regard to the manner of shipment and the delivery route. Any additional costs arising as a result of that shall be borne by the Customer even if it has been agreed that the Supplier shall bear freight costs. The notice that goods are ready for shipment shall be equivalent to the actual shipping of goods.
2. Upon the Customer's request packaging of the goods shall be carried out with greatest care and shipping to the best of the Supplier's judgement, yet there shall be no corresponding contractual obligations for the Supplier. In this case the Customer shall bear the costs.
3. Where shipping or delivery was delayed because of the request of the Customer or through its fault the Supplier shall store the goods for the Customer at the Customer's risk and cost. In this case consideration for the storage shall be 1 % of the invoiced amount for each month having commenced, the payment obligations starting with the month which follows the month in which notice is given that the goods are ready for shipment.
4. Upon the Customer's request and at its cost the Supplier shall insure the delivery against loss, breakage, transport-and fire damage.
5. Packaging material for transport and all other packaging may not be returned to the Supplier. The Customer shall dispose of the packaging material at its own expense.

**IV. Prices**

1. Unless otherwise agreed in writing, prices shall only apply to confirmed orders and are ex works and excluding packaging. They are quoted in Euros, USD or Renminbi and are net, i.e. with applicable value added tax or goods and services tax, if any, to be added. Invoices are payable without deductions, unless otherwise agreed in writing.
2. In cases where the agreed period for delivery exceeds two months from the time of the conclusion of the contract, the Supplier shall have the right to adjust prices if after the conclusion of the contract costs have increased or decreased, especially as a result of collective bargaining agreements or changes in the price of material. Proof of such changes shall be demonstrated to the Customer upon demand.

**V. Payment Conditions/Set-offs/Rights of Retention**

1. The purchase price shall be due within 10 days from the date of the sending out of the invoice (date of the invoice), unless agreed otherwise. In cases where the goods are delivered to the Customer or to the agreed destination only after receipt of the invoice the said period for payment shall only commence upon receipt of the goods. If the Customer does not pay within the said period, it shall be in default in payment.
2. In the case of default in payment the Supplier shall be entitled to claim annual default interest in accordance with the interest rate of the Bank of China for loans to Foreign-Invested Enterprises with a term equivalent or closest to the period for which the default has lasted if payment is not effected on the due date. We reserve the right to raise further claims.
3. Bills of exchange shall only be accepted if explicitly agreed, subject to them being discountable. All charges relating to the presentation of the bill of exchange shall be paid by the Customer without deduction within 8 days after notification of their amount. Any and all bills of exchange and cheques are only accepted on condition that payment can be obtained from them.
4. The Customer shall only have rights to set-offs and retention where its counterclaims have been confirmed by a court decision that is not appealable or where its counterclaims are either not disputed or have been acknowledged by the Supplier. Moreover, the right of retention may only be asserted where the counterclaim is based on the same contractual relationship.

**VI. Passing of Risk**

1. The risk of accidental damage to or loss of the contract item shall pass to the Customer upon handing over of the ready-to-ship delivery in an orderly manner to the Customer, its agent or any person who the Customer uses to perform its obligations. This shall also apply in cases where free shipment has been agreed.
2. In cases of delay in shipping or receipt which are caused by Customer requests or are the Customer's fault, the risk of accidental damage or loss shall pass to the Customer on the day of the order being ready for shipment and shall remain with the Customer for the duration of the delay. The Supplier shall, however, be obliged to procure adequate insurance upon demand and at the cost of the Customer.
3. Apart from that the risk of accidental loss or damage shall pass to the Customer upon default in payment or default in acceptance.
4. Where Software within the meaning of Clause XII of these sales and delivery conditions has been passed on by means of electronic communication (for example via the internet) risk shall pass upon the Software leaving the Supplier's sphere of control (e.g. upon downloading).

**VII. Retention of Title**

1. Title to the goods shall remain with the Supplier (Retention Of Title Goods) until all the Supplier's claims out of the business relationship with the Customer have been settled. In the event of a current account the retention of title shall apply to the acknowledged current balance. The Customer shall be entitled to sell the Retention Of Title Goods in the ordinary course of business as long as it fulfils its obligations out of the contractual relationship with the Supplier correctly and is in particular not in default in payment. The Customer shall not be entitled to pledge the goods or agree a transfer of ownership by way of security.
2. Where the Customer acts contrary to the contract or negligently or intentionally breaches its contractual obligations, in particular in cases of default in payment, the Supplier shall be entitled to

**浩亭（珠海）贸易有限公司销售和交付条款  
商业用途**

**I. 一般条款**

1. 以下销售和交货条款应适用于由客户与供应商所订立的所有协议以及随之所产生的义务。即便未再次明确约定，未来的所有交易应同样适用本条款。兹明确反对对客户提出的任何及所有条款。即便未明确表示反对，供应商未明确表示接受的客户不同于本条款的条款（规定数量和装运指示的额外条款除外）均不对供应商具有约束力。若供应商虽知客户相反或不同于本条款的条款却毫无保留地执行订单的，以下销售和交付条款应同等适用。双方应以书面形式确认所订立的合同和协议以及未以书面形式达成的附属安排，尤其是不同于本销售和交付条款的这些合同、协议或安排。
2. 本销售和交付条款应同样适用于以某个交易术语，尤其是国际贸易术语解释通则（Incoterms），为基础的销售。如果交付是基于 Incoterms 某个条款的，则应适用现行有效的 Incoterms，如有交易术语不一致的情形，则本销售和交付条款或其他明确的协议应优先适用。
3. 如果一个订单须被归类为《中华人民共和国合同法》第 14 条所定义的一项要约，则供应商有权接受该要约，有效期为两周，除非单独另行约定，供应商的所有要约可被变更并且根据《中华人民共和国合同法》第 15 条不具有约束力。

**II. 交付义务的范围**

1. 与合同的协商或履行有关提供给客户的所有文件，诸如计算方式、图片或图形，其所有权和著作权等所有权利均由供应商保留。本规定同样适用于标有“保密”或对客户而言明显含有保密内容的书面文件，除非供应商事先书面同意，否则要约或相关文件不得向第三方透露。与要约有关的文件、图纸及样品等一经要求应返还。

**III. 装运/包装**

1. 装载和运输应以不投保、风险由客户承担的方式进行（“工厂交货”）。供应商应尽量考虑客户就装运方式和交付路线的意愿和利益。即便约定供应商须承担运费的情况下，由此产生的额外费用须由客户承担。货物待运的通知应与实际装运的货物相对应。

2. 一旦客户要求，供应商应对货物进行最审慎的包装并根据其最佳判断实施装运，但是供应商不具有对应的合同义务。在此情形下，费用由客户承担。

3. 如经客户要求或因其过错致使装运或交付延误，则供应商应替客户存储货物，风险和费用由客户承担。在此情形下，对于存储开始的每个月，仓储费用为发票金额的 1%。支付义务自货物待运的通知发出当月的下一个月开始。

4. 经客户要求，供应商应为交付货物投保，以防损坏、破损、运输及火灾造成的损害，费用由客户承担。
5. 运输的包装材料和其他所有包装材料不得返还供应商。客户应自负费用处理包装材料。

**IV. 价格**

1. 除非以书面形式另行规定，价格应只适用于经确认的、工厂交货且不包括包装的订单。订单应以欧元、美元或人民币净价报价，即，须另加适用的增值税或商品和服务税，如有，除非以书面形式另行规定，对发票金额的付款不可扣减。
2. 约定的交付期限自合同订立之时起超过两个月的，如果合同订立后成本有所增加或减少，供应商有权调整价格，尤其是集体谈判协议或是材料价格变动的结果。经要求，应向客户提供上述变动的证明。

**V. 支付条件/抵销/留置权**

1. 除非另行约定，购买价款应于发票发出之日（发票日期）起 10 日内到期。如在收到发票后才将货物交付至客户或约定地点的，则该支付期限仅从收到货物后起计。如果客户未在上述期限内进行支付，则构成拖欠付款。

2. 如果发生拖欠付款的，则供应商有权按照中国银行向外商投资企业提供的与违约持续时间相当或最接近的期间的贷款利率主张每年的违约利息。我方保留提出进一步主张的权利。

3. 仅在明确约定且可贴现的条件下，才可接受汇票。关于提示汇票的所有费用应由客户于获得说明金额的通知后 8 日内不作任何扣减地支付。仅在可获得付款的条件下，才可接受任何及所有的汇票和支票。

4. 仅当反诉经法院确认为不可上诉的或无争议的或得到供应商承认的，客户才有权抵销或留置。此外，只有当反诉基于相同的合同义务时，才可主张留置权。

**VI. 风险转移**

1. 自待运货物有序地递交给客户、其代理人或客户用以履行客户义务的任何人起，合同的意外损害或损失的风险转移给客户。

2. 如因客户要求或客户的过错造成的装运或接收延迟，则意外损害或损失的风险自订单货物待运之日起转移给客户，且延迟期间的风险亦由客户承担。但是，供应商有义务根据客户要求投保足够的保险，费用由客户承担。

3. 除此之外，一旦发生拖欠付款或不履行验收义务的，意外损害或损失的风险便转移给客户。

4. 本销售和交付条款第 XII 条中所指的软件通过电子通讯方式（如通过互联网）传递的，则风险自软件离开供应商控制范围起转移（例如，通过下载）。

**VII. 所有权的保留**

1. 供应商保留货物的所有权（货物的所有权保留），直至因供应商与客户之间的业务关系而产生的所有主张得到解决。在双方以往来帐户进行结算的情况下，所有权保留应适用于经确认的帐户结算差额。只要正确履行与供应商间因合同关系所产生的义务，尤其是不拖欠付款，客户有权在一般经营活动中出售所有权保留的货物。客户无权质押货物或通过担保的方式约定所有权的转让。

2. 如有客户有悖合同的作为或因疏忽或故意违反其合同义务，尤其是拖欠付款的情形，一旦供应商提

rescind the contract and to demand the return of the Retention Of Title Goods once the Supplier has set a reasonable period of grace and this period of grace has expired without the Customer remedying such breach. Any statutory provisions for cases where there is no requirement for a period of grace shall remain unaffected.

3. The Customer assigns to the Supplier all its receivables arising from the selling on of the Retention Of Title Goods, whether processed or not processed, against its purchasers or against third parties in the amount of the final amount of the invoice (including applicable value added tax or goods and services tax, if any). The Supplier accepts this assignment.

4. The Customer shall be entitled to collect the receivables following the assignment. This shall not affect the Supplier's right to collect such receivables; it will, however, not collect the receivables as long as the Customer pays its receivables from the proceeds obtained, is not in default in payment, there is no application for the commencement of insolvency proceedings and the Customer has not stopped paying its debts. Where any of these events occur the Supplier may demand that the Customer informs it of all assigned receivables, its debtors and provides all further information necessary to collect the receivables, hands over all documentation relating to them and notifies the debtors (the third parties) of the assignment.

5. Any processing or transformation of the Retention Of Title Goods shall in each case be carried out for the Supplier. In cases where the Retention Of Title Goods are processed or combined with other items not owned by the Supplier, the Supplier shall become the co-owner of the new item in a proportion which corresponds with the value of the respective Retention Of Title Good (final amount of the invoice, including applicable value added tax or goods and services tax, if any) as compared to the value of the other intermixed items at the time of the mixing. Where in the event of intermixing or combining the Customer's item shall be considered the principal item, the Customer and the Supplier agree that the Customer shall transfer co-ownership of it proportionately. The Supplier hereby accepts this transfer. The Supplier's sole or co-ownership arising from this shall be kept in safe custody by the Customer for the Supplier free of charge. For the purpose of security the Customer shall also assign such receivables that arise against a third party from the combination of the contract item with real property.

7. The Customer shall handle the Retention Of Title Goods with care, keep them away from other goods and insure them sufficiently against loss, in particular loss as a result of fire, water or theft.

8. The Customer shall promptly inform the Supplier of all enforcement steps by third parties in the Retention Of Title Goods, any assigned receivables and any other security, and shall submit all documentation necessary for an intervention. This shall also apply to any other interference. The costs for out of court actions to achieve the release and repatriation shall be borne by the Customer. This shall also apply to the costs for a justified court intervention where such costs cannot be recovered from third parties.

VIII. Delivery Periods, Default in Delivery, Force Majeure, Default in Acceptance

1. Delivery dates or periods that have not been explicitly agreed as binding shall not be binding. Delivery periods given by the Supplier shall only commence once technical questions have been solved and there is written agreement regarding the details of the order. The Customer shall fulfil its obligations in an orderly and timely fashion, in particular supply necessary documentation and provisions in time, grant clearance and other consents and fulfil agreed payment plans.

2. In case of force majeure such as but not limited to fire, war and strike and of all other unforeseeable and unavoidable harmful events which are not the responsibility of the Supplier, the delivery period shall be extended accordingly. This shall also apply in the event of late deliveries of essential raw and production materials and that of other components unless the delay is the Supplier's responsibility. In all such cases the Supplier shall inform the Customer promptly of the delay. Where the foregoing circumstances change the economic significance of the contract or the content of the contractual obligations in a major way or where they affect the business of the Supplier significantly or where it is becoming clear that the contract cannot be fulfilled for factual reasons, the contract shall be adapted accordingly. Where this is not economically justifiable, the Supplier shall have the right to rescind the agreement in full or in part. In the knowledge of the significance of this event, the Supplier shall promptly inform the Customer of its intention to rescind, even in cases where it has initially agreed an extension of a delivery period with the Customer. All claims for damages because of such a rescission shall be excluded.

3. The provisions in Clause XI shall apply accordingly to the Supplier's liability for default in delivery. All further Customer claims and rights other than claims for damages because of a default in delivery shall remain unaffected.

4. Where the Customer is in default in acceptance the Supplier is entitled to demand damages for any loss arising and any additional expenses incurred. The same shall apply where the Customer intentionally or negligently violates obligations to cooperate.

IX. Receipt and Performance

1. Ordered items, especially products specific to the Customer, shall be received or accepted by the Customer even in cases where they have minor discrepancies unless these discrepancies affect the functionality of the item.

2. Where delivery is agreed "ex works", notice to the Customer that the goods are ready for shipment shall be deemed performance of the delivery agreement. Where delivery is agreed "free of charge" the delivery agreement shall be deemed performed once the items have been handed over to the Customer or the persons the Customer uses to perform its obligations.

X. Warranties and Period of Limitation of Actions

1. Warranty claims of the Customer require that the Customer properly performs his duties of inspection and complaint. Complaints for defects must be raised without undue delay. In any case, they must have been received by Supplier within a period of 8 days after the arrival of the goods at the place of destination and include a written specification and reasons. Complaints with regard to latent defects must have been received by Supplier within a period of 5 days after the Customer has known or should have known such defect. **Warranty claims raised shall expire one month after having been rejected by us.**

2. Guarantees shall only be deemed as such where they have been described as such and may unmistakably be recognised as such.

3. In cases where the item sold shows a defect, the Supplier shall at its discretion be entitled to either rectify the item or to supply a new item which is free of defects within a reasonable period of grace (corrective performance). Where the Supplier chooses rectification it shall bear all expenses incurred hereby, in particular transport, driving, labour and material costs to the extent these are not being increased by the contract item having been brought to another place than the place of performance. If the Customer has incorrectly notified a defect, the Supplier shall be entitled to recover all loss and expenses from the Customer where the Customer has recognized or has negligently failed to recognize that there is no defect but that the cause of the notified symptom lies in the Customer's own sphere of responsibility.

4. Where the corrective performance has not been carried out within an acceptable period of grace, the Customer may rescind the contract or may lower the consideration; any claims for damages in accordance with Clause XI shall not be affected by the foregoing.

5. **Further-going claims of the Customer no matter from which legal ground they might arise are excluded if not otherwise provided below. For this reason, we shall not be liable for damages which have not occurred at the item of delivery itself. Especially, we are not liable for loss of profit or other consequential financial losses of the Customer.**

6. The above exclusion of liability shall not apply if the damage was caused by Supplier's gross negligence or by intention or gross negligence of the persons employed by Supplier in the performance of Supplier's obligation. **However, liability shall always be limited to the foreseeable damages.** The exclusion of liability shall also not apply if Supplier has explicitly guaranteed certain features of the goods and, in this connection, taken over the risk for consequential damage and provided that the damages are caused by the absence of the guaranteed features.

7. **In case that Supplier negligently violate a main obligation or a typical contractual obligation, Supplier's liability shall be limited to the damage which is foreseeable and typical for such kind of contract.**

8. **There shall be no claims for defects where the discrepancy from the agreed condition is insignificant, where the impairment of use is insignificant, where there is normal wear and tear or where damages arise after the passing of risk as a consequence of incorrect or careless**

供的一个合理宽限期已过，而客户未在宽限期内对上述违约采取任何补救，则供应商有权撤销合同并要求归还所有权保留的货物。对宽限期不作要求的任何法律规定不受影响。

3. 客户向供应商转让因销售所有权保留货物，无论加工或未加工的，可从买方或第三方处所获得的全部应收款，金额为发票的最终金额（包括适用的增值税或商品和服务税，如有），供应商接受该等转让。

4. 客户有权在转让后收取应收款。这并不影响供应商收取上述应收款的权利。但是，只要客户以所获收益支付其应收款，客户未拖欠付款，不存在开始清算程序的申请，且客户未终止支付其债务，则供应商将不收取应收款。如发生任何上述情形，供应商可要求客户告知其所有转让的应收款，债权人并提供收取应收款所需的进一步信息，递交所有相关文件并通知债权人（第三方）该转让。

5. 在任何情形下对所有权保留货物的任何加工或改造须由供应商进行。如果所有权保留的货物与非供应商所有的其他物品一起加工或与之结合，则供应商应根据加工或结合时，对应的所有权保留的货物的价值（最后的发票金额，包括适用的增值税或商品和服务税，如有）所占加工或结合的其他物品的价值的比例成为新物品的共同所有人。所有权保留的货物所适用的规定将同样适用于由加工或结合所产生的新物品。

6. 如果所有权保留的货物混入非供应商所有的其他物品，且两者不可分离，则供应商应根据混合时，对应的所有权保留的货物的价值（最后的发票金额，包括适用的增值税或商品和服务税，如有）与混入的其他物品的价值相比较所占的比例成为新物品的共同所有人。如果混入或混合时，客户的货品被视为主要项，则客户和供应商约定客户将按比例转让物品的共同所有权。供应商在此接受该转让。客户应免费安全地保管供应商由此产生的单独或共同所有权。出于保证的目的，客户应同时转让就合同货品与不动产相混合而应向第三方所收取的上述应收款。

7. 在处理所有权保留的货物时，客户应尽以注意，使之远离其它货物并就损失对其投以足够的保险，尤其是因火灾、水灾或盗窃引起的损失。

8. 客户应及时通知供应商第三方就所有权保留的货物所采取的所有执行步骤。任何转让的应收款，任何其它担保，并应提交介入所需的所有文件。该规定应同样适用于其它任何干涉，以达成放款和资金调回国内目的的庭外行动的所有费用应由客户承担。该规定同样适用于费用无法从第三方处收回的合理的法院调停。

VIII. 交付期限，不履行交付，不可抗力，不履行验收义务

1. 未明确约定交付日期或期限具有约束力的，则不产生约束力。仅在技术问题已得到解决，且就订单的详情已达成书面协议后，供应商提出的交付期限才开始。客户应依次并及时地履行其义务，尤其是及时提供必要的文件及条款，授予清关许可及其它许可，并完成约定的支付计划。

2. 如果发生不可抗力，诸如但不限于，火灾，战争，罢工以及所有其它不可预见和不可避免的，且不属于供应商责任的有害事件，则交付期限应相应延展。除非延迟系供应商的责任，否则该规定同样适用于关键原料和生产材料及其它部件延迟交付的情形。在上述所有情形下，供应商应及时将延迟通知客户。如果前述情形改变了合同的经济意义或严重改变了合同义务的内容或严重影响了供应商的业务，或显而易见合同因事实理由而无法履行，则合同应相应调整。如果是经济上不正当的情形，供应商有权撤销协议的全部或部分。在了解事件的重要性后，即便最初已与客户约定延长交付期限的，供应商也应及时将其撤销意图通知客户。因上述撤销而提出的所有索赔主张应排除。

3. 第 XI 条下的条款须根据供应商就交付违约的责任相应适用。除因不履行交付而提出的索赔主张以外，客户的进一步主张和权利不受影响。

4. 如客户不履行验收义务，则供应商有权就此产生的任何损失和额外费用索赔。该规定应适用于客户因故意或疏忽而违反合作义务的情形。

IX. 接收与履行

1. 对于定制的物品，尤其是根据客户要求特别定制的产品，即便存在细小的差别，只要不影响物品的功能，客户须接收或接受。

2. 如果约定的交付形式为“工厂交货”，那么向客户发出的货物待运的通知应视为履行交付协议。如果约定的交付为“免费”，则一旦物品交至客户或客户用以履行其义务的人员手中即视为履行交付协议。

X.担保和诉讼时效期间

1. 客户须适当地履行其检查和投诉的义务后方可提出担保索赔。缺陷投诉的提出不得过分延迟。在任何情况下，供应商应在货物到达目的地后 8 日内收到上述投诉及书面的说明和理由。关于隐藏缺陷的投诉，供应商应在客户知道或应当知道此缺陷后 5 日内收到该投诉。**所提出的担保索赔应在被我方驳回一个月后失效。**

2. 保证应仅为对描述的和明白无误的认知的情形。

3. 如果销售的某件货品存在缺陷，供应商应有权根据自行决定修补该项货品或在合理的宽限期内提供新的无缺陷的货品（补救履行）。如果供应商选择对货品进行修补，其应承担由此产生的一切费用，具体包括运输、驾驶、人力和材料费用，但限于该费用不是因为将合同货物从履行地点转移至其他地点而增加的。如果客户错误地告知一项缺陷，且客户已经认识到或因疏忽未认识到不存在任何缺陷，而所告知的征兆源于客户自身责任范围的，供应商应有权向客户主张补偿所有损失和费用。

4. 如果在可接受的宽限期内未进行补救履行，客户可以撤销合同或降低合同对价；但根据第 XI 条提出索赔的权利不受前述规定的影响。

5. **如下文中无另行约定，则排除客户基于任何法律依据而可能提出的进一步索赔。基于此原因，我方对于非交付货物本身所产生的损害不承担责任。特别地，我方对客户利润损失或其他间接的财政损失不承担责任。**

6. 如果由于供应商的重大过失或故意或供应商用以履行其义务的人员在履行供应商义务过程中的重大过失而导致的损失，则上述责任免除条款并不适用。**但是，责任应始终限于可预见的损害。**如果供应商已对货物的特定特征做出过明确保证以及，据此承担间接损害的风险的，而且损害是由于缺少已保证的货物特征而导致的，则上述责任免除条款亦不适用。

7. **如果供应商因疏忽违反了一项主要义务或一项典型的合同义务，则供应商的责任应限于可预见的损失以及对此类合同而言的典型性的损失。**

8. **如果与约定条件的差异并不显著，对使用的影响并不明显，属于正常的损耗或风险转移后产生的损失是由于不正确或不谨慎的操作、过度的运作需要、不适当的设备所引起的损害或者是由于本合同未**

handling, excessive operational demands, unsuitable equipment or as a consequence of special exterior influences which in the agreement were not assumed and also where there are Software defects that cannot be reproduced. Where the Customer or third parties have carried out amendments or repair work in an incorrect manner, no claims for defects may be made for these and their results.

9. Any claims for recourse of the Customer against the Supplier shall not apply to any agreements made between the Customer and its purchasers which go further than the statutory warranty provisions, especially not to guarantees. As to the extent of any claims for recourse according to sub-clause 3 above shall apply accordingly.

10. For Software that has been provided for an unlimited period in accordance with Clause XII of these sales and supply conditions the following shall additionally apply:

Only such discrepancies from the specification shall be defects that can be proven and reproduced by the Customer. No defect shall be assumed where it does not appear in the version of the Software last provided and the use of the Software can reasonably be expected from the Customer. The defect and the data processing environment in which it appears shall be described herein as accurately as possible.

No claims for defects shall be assumed

-where there are only insignificant discrepancies from the agreed condition;

-where there are only insignificant impairments of use;

-for losses resulting from incorrect or careless handling by the Customer or by third parties;

-for losses resulting from special exterior influences which have not been assumed in the contract;

-for amendments that have been carried out by the Customer or by third parties and for the consequences arising from them;

-for extensions of the Software made by the Customer or by third parties beyond the interfaces provided by the Supplier;

The Supplier shall not be liable for the provided Software being compatible with the data processing environment used by the Customer unless the Supplier has previously examined it and has explicitly confirmed the Software's compatibility with and functionality for it.

Unless the Supplier does not choose another way of corrective performance, the corrective performance shall be carried out by rectification of the Software defect as follows:

(aa) The Supplier shall provide a new update or a new upgrade of the Software if available to the Supplier or reasonably procurable by the Supplier. If the Supplier has granted the Customer a multi-user-licence, the Customer shall be entitled to make copies of the update or upgrade provided for the rectification of the defect in an amount that corresponds to the number of users in the multi-user-licence.

(bb) The Supplier shall make available to the Customer an interim solution until an update or upgrade to circumvent the defect can be provided as long as this is possible by showing reasonable efforts and the Customer would otherwise not be able to attend to urgent matters.

(cc) Where the data carrier or documentation provided is defective, the Customer can only require that the Supplier replaces it by a data carrier or documentation free of defects.

(dd) The rectification of the defect shall, at the discretion of the Supplier, be carried out at the Supplier's or the Customer's premises. If the Supplier chooses rectification at the Customer's premises, the Customer shall provide hard-and software, other operating conditions (including necessary machine time) with suitable personnel. The Customer shall provide the Supplier with all documentation and information that it holds and that are necessary for the rectification of the defect.

11. Where the Customer has notified the Supplier of a defect it is entitled to withhold payments that are in an adequate proportion to the defect which has been notified. The Customer is only entitled to withhold payment where it has notified a defect the existence of which cannot be doubted.

12. Apart from that, Clause XI shall apply to claims for damages. Any claims of the Customer against the Supplier or the persons it uses to perform its obligations for defects other than those set out in this Clause X are excluded. Apart from that, statutory provisions shall apply.

13. The Warranty period shall be 12 months, beginning when the risk passes to the Customer. This period shall apply to claims for compensation of consequential damages, unless claims are based on tort or mandatory stipulations on product liability. However the statutory limitation period of one year pursuant to Art.136 Nr. 2 of the General Principles of Civil Law remains unaffected.

XI. Claims for damages

1. All claims for damages and claims for the reimbursement of expenses (hereafter collectively: Claims For Damages), no matter on what legal basis, in particular those based on the breach of contractual obligations and tort are excluded if they exceed the liability that is set out in these sales and supply conditions.

2. The Supplier shall be liable on the basis of statutory provisions only for gross negligence and intent by itself, its legal representatives and of the persons the Supplier uses to perform its obligations. Furthermore it shall be liable on the basis of statutory provisions in cases where the goods lack a condition that has been guaranteed and in cases of injury to body, health or life. However, liability of the Supplier shall always be limited to the foreseeable damages. The foregoing provisions do not change the burden of proof to the disadvantage of the Customer.

3. The Clause X No. 13 hereof shall apply accordingly.

4. Where the liability for the Customer's Claims For Damages has been excluded or limited, such exclusion or limitation shall also apply to the personal liability of employees, staff, representatives and that of the persons the Supplier uses to perform its obligations.

XII. Software use, software supply

1. Where Software is purchased with the order a non-exclusive right to use the Software provided including its documentation is granted to the Customer. The Software is provided for use on the supplied contract item. The use of the Software on more than one system is prohibited. The right of use is limited to the agreed period of time, if there is no such agreement the right of use shall be for an unlimited period of time.

2. All other rights to the Software and the documentation including its copies shall remain with the Supplier or its software supplier. The Customer shall not be entitled to grant any sub-licences.

3. This Clause XII shall solely apply to the provision of standard Software which is provided for use as part of or in connection with a delivery of related hardware (hereafter: Software) as well as to the overall delivery if a breach of contractual obligations or a default in performance is caused by the Software. Apart from that for hardware the other provisions of these sales and supply conditions shall apply exclusively. For firmware the provisions for Software as set out in this Clause XII shall not apply.

4. Unless otherwise expressly agreed in the contract with the Customer the Supplier shall not take on any obligation to provide Software servicing. These shall require a separate agreement.

5. Where documentation is provided, the term "Software" shall hereafter also include the documentation in the contractually agreed format.

6. If the right of use has been granted for a limited period of time, the following provisions shall additionally apply: The Customer shall only use the Software with the hardware referred to in the contractual documentation (e.g. software product note), and if there is no such reference only with the hardware supplied together with the Software. The use of the Software with other devices shall require the explicit written consent of the Supplier and shall in the case of the Software being used with a more powerful device lead to a claim of the Supplier for an adequate additional consideration; this shall not apply where and as long as the Customer temporarily uses the Software with a replacement device to the agreed extent because of a defect of the agreed device.

7. The Software shall only be provided in a machine-readable format (object code) unless otherwise agreed or if the provision of Software in source code is agreed because open-source software is incorporated in accordance with Clause XII Sub-Clause 12.

8. The Customer may only make a copy of the Software which exclusively serves back-up purposes (back-up copy). Apart from that the Customer may only copy the Software where a multi-user-licence is in place in accordance with Sub-Clause 13.

9. The Customer is not entitled to amend the Software, to reverse engineer it, to translate it or to remove parts of it without the prior written approval of the Supplier unless permitted by mandatory provisions of the law. The Customer may not remove alphanumeric and other identifications from the data carrier and shall copy them unchanged to every back-up copy. Apart from that, the Customer is not entitled to copy, to rework, to translate or to change the Software from the object code into the source code without the prior written approval of the Supplier unless permitted by mandatory provisions of the law. The Customer may not remove or amend the manufacturer information, in particular copyright notices, unless the Supplier has given its prior express consent.

10. The Customer may only pass on its right of use to the Software to third parties together with the devices or the data carrier with which it has purchased the Software from the Supplier. In the case of a transfer of the right of use to third parties, the Customer shall ensure that the third party shall not be

约定的特别的外在影响所引起的, 且如果存在不能被复制的软件缺陷, 则不能就上述缺陷提出索赔。如果客户或第三方以不正确的方式执行了修改或维修工作, 也不能基于此或基于其结果提出缺陷索赔的主张。

9. 客户向供应商提出的任何追索权请求不适用于客户与其购买者之间达成的超过法定担保条款的协议, 尤其不适用于保证。根据第 3 款所提出的任何追索主张, 以上规定相应适用。

10. 根据销售和供应条款第 XII 条所提供的无限制期限的软件, 以下条款也应适用:

仅有与说明书的差异应视为可被客户证明和复制的缺陷。如果最近提供的软件版本并没有显示或者对软件的使用可以达到客户的合理预期, 则不应被视为缺陷。缺陷及其出现的数据处理环境应在本合同内尽可能精确地被描述。

-以下情况不可就缺陷提出主张

-与约定条件的差异不显著的情形;

-对使用的影晌不显著的情形;

-由于客户或第三方不正确或不谨慎的处置而导致的损失;

-由于本合同未约定的特别的外部影响所导致的损失;

-由于客户或第三方已完成的修改, 及由此产生的后果;

-客户或第三方对软件的扩展超出供应商提供的界面;

除非供应商事先已作检查并明确地确认软件的兼容性和可操作性, 否则供应商不对其提供的软件与客户适用的数据操作系统的兼容性承担责任。

除非供应商不选择其他的补救履行方式, 补救履行应按照如下要求对软件的缺陷进行修补:

(aa) 如有或可以获得软件的更新或升级, 则供应商应提供这些更新或升级。如果供应商已授予客户多用户的使用许可, 客户应有权按照多用户许可所允许的用户数量复制为修补缺陷而提供的更新或升级。

(bb) 只要尽以合理努力可以实现的, 且否则客户不能处理紧急事项的情况下, 在提供能够规避缺陷的更新或升级前, 供应商应向客户提供临时的解决方案。

(cc) 如果所提供的数据载体或文件有缺陷, 客户仅可要求供应商以无瑕疵的数据载体或文件替换。

(dd) 对缺陷的修补应在供应商的判断下, 在供应商或客户处进行。如果供应商选择在客户处进行修补, 客户应提供硬件和软件, 其他操作条件 (包括必要的机器时间) 以及合适的人员。客户应向供应商提供其所有的修补缺陷所需的全部文件和信息。

如果客户已经通知供应商某一缺陷, 客户有权按相当于通知缺陷的足够比例扣留付款。对于勿庸置疑地存在, 并已通知的缺陷, 客户才有权扣留付款。

12. 除此之外, 第 XI 条适用于损害索赔。除非 X 条规定的缺陷外, 排除客户就缺陷针对供应商或其用以履行义务的人员提起的索赔。除此之外, 应适用法律规定。

13. 担保期限为 12 个月, 自风险转移至客户时起算。该期限适用于间接损害的索赔, 但基于侵权或产品责任强制性规定的索赔除外。然而, 根据《民法通则》第 136 条第 2 项规定的一年的法定时效期限不受此限。

XI.损害赔偿

1. 所有损害赔偿的主张和退还费用的主张 (以下并称为“损害赔偿主张”), 无论基于何种法律基础, 尤其是在违反合同义务和侵权基础上的, 如果超出本销售和供应条款规定的责任, 均被排除在外。

2. 供应商根据法律规定仅对其自身, 法定代表人和其用以履行义务的人员的重大过失和故意负有责任。并且, 供应商根据法律规定, 对货物缺少已担保的条件或货物对人的身体, 健康或生命构成伤害的情形负有责任。尽管如此, 供应商的责任仅限于可以预见的损害。前述条款并不改变客户就其损害的举证责任。

3. 本条款第 X 条第 13 款相应适用。

4. 如果客户损害赔偿主张的责任被排除或受限, 该排除或限制应同样适用于供应商的员工, 职工, 代表和供应商用以履行其义务的人员的个人责任。

XII.软件使用与软件供应

1. 如果订购的货物中包含了软件, 兹向客户授予非独占的使用所提供的软件及其文件的许可。所提供的软件应用于所提供的合同产品, 且禁止在一个以上的系统中使用软件。该使用权仅限于双方约定的期限内。如果不存在上述约定, 则使用权的期限不受限制。

2. 该软件和包括复制件在内的相关文件的所有其他权利仍属供应商或软件提供者所有。客户无权授予任何分许可。

3. 如果违反合同义务或违约系软件本身造成的, 则第 XII 条款仅适用于用于有关硬件交付的一部分或与之有关的标准软件 (以下简称“软件”) 的条款或整体的交付。除硬件的有关条款外, 本销售和供应条款的其他条款应排他地适用。第 XII 条中规定的软件的条款不适用于固件。

4. 除非与客户在合同中另行明确约定, 供应商不承担提供软件服务的任何义务。软件服务的提供须以单独协议约定。

5. 当提供文件时, 本条款下所述“软件”还应包括以合同约定格式做成的文件。

6. 如果授予的使用权限于一个限定的期限, 则应额外适用以下条款: 客户仅可使用软件和合同文件 (如软件产品说明) 提及的硬件。如不存在上述参考资料, 则客户仅可使用软件以及与软件一并提供的硬件。该软件和其他设备的配合使用须获得供应商明确的书面同意。且如果将该软件用于一个功能更强的设备, 则会导致供应商主张更充分的额外对价。因协议约定设备的缺陷, 客户将该软件和一个替代设备在协议约定范围内的临时使用不受此限。

7. 除非另行约定, 或根据第 XII 条第 12 项规定因并入了开源软件而使得软件以源代码的形式提供, 否则仅以机读形式 (计算机语言) 提供软件。

8. 客户仅可唯一地以备份目的复制一份软件 (备份件)。除此之外, 客户仅可根据本条第 13 项复制具有多用户许可的软件。

9. 除非法律规定允许, 未经供应商的事先书面同意, 客户不得修改、翻译软件、分解其程序或拆除该软件的部分。客户不得从数据载体中去除字母和其他标识, 而应将其不做任何改动地复制于每个备份件上。除此之外, 除非法律规定允许, 未经供应商的事先书面同意, 客户无权复制、改写、翻译该软件或将其从计算机语言修改为源代码。除非供应商事先明确表示同意, 否则客户不得去除或修改制造者的信息, 尤其是著作权声明。

10. 客户仅可将软件的使用权连同购买软件时从供应商处获得的设备或数据载体一并转让给第三方。如有将使用权转让给第三方的情形, 则客户将确保第三方仅享有不超出客户根据第 XII 条所享有的软件

granted any further rights of use to the Software than those to which the Customer is entitled according to this Clause XII and that the third party shall as a minimum assume the obligations regarding the Software that are set out in this contract. In this case the Customer shall not retain any copies of the Software. Where the Customer provides the Software to a third party the Customer is responsible for the compliance with any export obligations and shall indemnify the Supplier against any such obligations.

11. Where the Customer has been provided with Software for which the Supplier only has a right derived from third parties (Third Party Software) the terms of use between the Supplier and its licensor shall apply additionally to this Clause XII and shall take precedence over them.

12. Where and to the extent the Customer is provided with open source software, the rights of use that the open source software is subject to shall apply in addition to the provisions of this Clause XII and shall take precedence over them. The Supplier shall upon the Customer's demand provide it with the source code if the rights of use provide for the handover of the source code. In these cases the Supplier shall refer to the existence and the terms of use of Third Party Software and open source software provided and shall make them available upon request. If the Customer breaches these terms of use the Supplier and its licensor shall both be entitled to assert any rights and claims arising from this in their own name.

13. The use of the Software on various devices or at several workplaces at the same time shall require a right of use to be granted separately. The same shall apply where the Software is used in networks even though this may not involve the copying of the Software. In these cases (hereafter: Multi-User-Licences) the following provisions in lit (aa) and (bb) shall apply in addition to the foregoing provisions of this Clause XII and shall take precedence over them:

(aa) A Multi-User-Licence shall require an explicit written confirmation by the Supplier regarding the number of permitted copies which the Customer may create from the Software provided and regarding the number of devices or workplaces at which the Software can be used. For Multi-User-Licences to Software where the period of use has been limited, the Multi-User-Licences may only be transferred to third parties by the Customer if they are transferred collectively and including all devices on which the Software may be used.

(bb) The Customer shall observe the guidelines as to copying that are provided by the Supplier together with the Multi-User-Licence. The Customer shall make records of the location of all copies and shall present these to the Supplier upon demand.

XIII. Samples and Customer documentation

1. Samples shall only be provided against consideration unless otherwise agreed and shall, moreover, only serve as approximate examples.
2. Where the Customer provides drawings, documents and other information it is the Customer's responsibility that the contractual use of these drawings, documents and information does not breach any intellectual property rights of any third parties.

XIV. Condition, end-use declaration

1. The conclusion of the individual contracts and the respective performance of the contracts by the parties shall be subject to the condition that they do not infringe any national or international laws especially export control provisions.
2. Upon request, the Customer is obliged to provide declarations of end-use for the ordered goods and products in accordance with applicable export control provisions.

XV. Place of performance, place of jurisdiction, applicable law

1. The place of performance for all obligations including returns, shall be Shanghai, People's Republic of China unless otherwise agreed.
2. This contract is made in the People's Republic of China and shall be governed and construed in accordance with the laws of the People's Republic of China.
3. The parties shall attempt in good faith to resolve any Dispute promptly by negotiation. If the matter has not been resolved within sixty (60) days after a party's request for negotiation, either party may initiate arbitration as provided herein. Any Dispute, which has not been resolved as provided above, shall, at the request of either party, be finally settled by arbitration under one arbitrator of the China International Economic & Trade Arbitration Commission Shanghai Sub-Commission in accordance with its arbitration rules in effect on the date that such notice is given. The arbitrator shall be selected by the Chairman of the China International Economic and Trade Arbitration Commission (CIETAC) from the panel list of foreign arbitrators. The venue of arbitration shall be Shanghai. The language of arbitration shall be English. Any arbitration award shall be final and binding on the parties. Each party shall bear the costs of preparing and presenting its case and share the cost of arbitration, including the fees and expenses of the arbitrator, or as the award otherwise provides.

XVI. Transferability of contract

The Customer may only transfer its contractual rights to third parties upon the Supplier's prior written consent.

XVII. Condition for fulfillment of performance/export controls

1. ***The customer shall strictly observe all applicable export regulations, obtain the necessary permits and promptly supply all information and documentation required for export, shipment and import in the corresponding country of delivery.*** In the event of delays due to export audits or permit procedures, agreed deadlines and delivery periods shall be suspended. In this case, Supplier and the customer shall agree on mutually acceptable new deadlines. If the necessary permits are not issued within 6 calendar weeks following the delays, the contract regarding the affected parts shall be deemed not to have been concluded. ***Claims for damages asserted by the customer are excluded to this extent and due to the aforementioned failure to meet a deadline.*** Upon request, Supplier shall provide the customer with relevant contacts for further information.
2. Fulfillment of the contract by Supplier is subject to the condition that:
  - a. ***there are no obstacles due to German, European or other applicable national regulations of foreign trade law;***
  - b. ***in the event of subsequent use or resale of the services, the customer duly observes all regulations of foreign trade law in the European Union and Germany as well as any other national regulations applicable to the customer. This relates in particular to the ban on the supply of goods and services to Russia, Belarus and sanctioned individuals, institutions and companies. In cases of doubt, Supplier is entitled to request a corresponding end-use certificate from the customer. Supplier is released from its duty to perform until it receives such a certificate.***
3. In the event of culpable violation by the customer of the regulations set out in Clause XVII,
  - a. ***the customer shall, on first demand, indemnify Supplier from and against all claims and pay compensation for any damages asserted against Supplier by Supplier's other business partners, third parties or state and/or authorities or organisations. The same applies to any damages or expenses incurred by Supplier;***
  - b. ***Supplier shall be entitled to terminate all existing contracts with immediate effect and assert its legal entitlements to damages.***

State: August 2023

使用权, 且第三方至少应履行本合同中关于软件须履行义务。在此情形下, 客户不得保留软件的任何复制件。如果客户向第三方提供该软件, 则客户须履行任何的出口义务且应使供应商免于承担任何上述责任。

11. 如果供应商将其从第三方获得的软件 (第三方软件) 提供给客户, 则供应商和其许可人之间的使用条款应在第 XII 条之外加以优先适用。

12. 如果向客户提供的系开源软件, 则该开源软件受限的使用权应在第 XII 条之外加以优先适用。如果该软件使用权包括源代码的移交, 则一旦客户要求, 供应商应向其提供源代码。在此情形下, 供应商将提及第三方软件和开源软件的存在和使用条款, 使之在一经要求时处于可用状态。如果客户违反这些使用条款, 则供应商和其许可人均有权以自己的名义就此主张权利或要求。

13. 在各种设备上使用软件或在多个工作场所同时使用软件须另行获得使用权的授权。该规定同样适用于在网络上使用该软件, 即使不涉及软件的复制。在此情况下 (以下简称“多用户许可”), 下列 (aa) 和 (bb) 的规定将在上述第 XII 条的规定之外优先适用:

(aa) 多用户许可需要供应商就允许客户对所提供的软件复制的份数和软件可使用的设备数量和工作场所的数量作出明白详尽的书面确认。对使用期限受限软件的多用户许可, 在共同转让以及转让包括了软件可使用的所有设备的情况下, 客户才可将多用户许可转让给第三方。

(bb) 客户应遵守供应商随多用户许可一并提供的关于复制的指示。客户应记录所有复制件的位置并在供应商要求时提供这些记录。

XIII. 样品和客户文件

1. 除非另行约定, 仅根据对价提供样品, 并且仅作为大致的样本。
2. 如果客户提供图形, 文件和其他信息, 客户有责任依照合同使这些图形, 文件和信息的使用不侵犯任何第三方的任何知识产权。

XIV. 条件和终止使用声明

1. 合同双方对单独合同的签署以及各自对合同的履行不应违反任何本国和国际性的法律, 尤其是关于出口控制的规定。
2. 一经要求, 客户有义务根据适用的出口控制的规定提供其定购的商品和产品的终止使用声明。

XV. 履行地, 管辖地和适用法律

1. 除非另有约定, 包括归还还在内的所有义务的履行地是中华人民共和国上海。
2. 本合同在中华人民共和国缔结, 由中华人民共和国法律管辖并解释。
3. 合同双方应尽以善意, 及时通过协商解决任何争议。如果一方提出协商要求后 60 天内争议仍未得到解决, 则任一方可根据本条款下的约定提出仲裁。任何根据上述规定未解决的争议应经任一方要求提交中国国际经济贸易仲裁委员会上海分会, 由一名仲裁员适用其通知发出时有效的仲裁规则作出终审的仲裁裁决解决。该名仲裁员应由中国国际经济贸易仲裁委员会主席从外国仲裁员名册中选定。仲裁地点为上海。仲裁语言为英语。仲裁裁决是终局的, 并对双方有约束力。双方各自承担本案的准备和提交费用, 共同承担仲裁的费用, 包括仲裁员的费用和开支, 仲裁裁决另有规定的除外。

XVI. 合同的可转让性

经供应商的事先书面同意, 客户方可向第三方转让其合同权利。

XVII. 履行合同的条件/出口管制

1. ***客户应严格遵守所有适用的出口法规, 获得必要的许可, 并及时提供出口、装运和在相应交货国进口所需的所有信息和文件。*** 如果由于出口审核或许可手续而导致延误, 则约定的最后期限和交货期应当被暂停。在这种情况下, 供应商和客户应商定双方都能接受的新最后期限。如果必要的许可在延迟后的 6 个日历周内仍未被颁发, 则合同受到影响的部分应视为未订立, ***在此范围内, 客户基于上述未能遵守最后期限而提出的损失索赔将被排除。*** 应客户要求, 供应商应提供相关联系方式, 以便客户获取更多信息。
2. 供应商履行合同的条件是:
  - a. ***不存在因德国、欧洲或其他适用的国家法规中的对外贸易法而产生的障碍。***
  - b. ***在后续使用或转售服务时, 客户应遵守欧盟、德国以及适用于客户的任何其他国家法规中对外贸易法的所有规定。这尤其关系到向俄罗斯、白俄罗斯和受制裁的个人、机构和公司提供商品和服务的禁令。在有疑问的情况下, 供应商有权要求客户提供相应的最终用户证书。在收到该证书之前, 供应商可免除履行义务。***
3. 如果客户严重违反了第 XVII 条中的规定,
  - a. 关于供应商的其他商业伙伴、第三方或国家和/或政府对供应商提出的任何主张和损害赔偿, 客户应在第一时间向供应商做出赔偿。这同样适用于供应商产生的任何损失或费用;
  - b. 供应商有权立即解除所有现有合同, 并要求赔偿损失。

日期: 2023 年 8 月