



## **VTS General Sale Conditions**

### **VTS 一般销售条款**

This VTS General Sale Conditions are used for sale and delivery of air handling units executed by distribution companies of VTS Group, specified explicitly in Clients' purchase orders.

此 VTS 一般销售条款适用于 VTS 分公司执行销售和交付客户订单中明确指定的 AHU 产品。

#### **§1**

#### **Subject of contract**

#### **合同标的物**

1. VTS GROUP's distribution company [hereinafter: VTS] is obligated to sell and deliver to the Client air handling units specified in detail in VTS's offer [hereinafter: Offer] and Client's purchase order [hereinafter: Purchase order] for agreed remuneration.

VTS 分公司（以下简称 VTS）负责根据与客户签订合同及交付客户指定的 AHU 产品。

#### **§2**

#### **Units**

#### **设备**

1. Type, quantity, technical specification of air handling units, place and date of delivery and remuneration is each time specified by Offer and its attachments.

空气处理机组的类型，数量，技术参数，交付的地点，日期，及价格支付每次应按具体合同及补充条款执行。

#### **§3**

#### **Remuneration**

#### **价格**

1. For the sale and delivery of air handling units, the Client submitting Purchase Order shall be obligated to pay the remuneration specified in Offer.

对于空气处理机组的销售和交付，客户在提交订单后，应该按照合同要求支付货款。

2. Unless otherwise specified by the Offer, the Client is obligated to pay VTS advance payment in the amount specified in the Offer immediately after submitting Purchase Order.

除非合同中有特别的规定，客户与 VTS 签订合同后，应按合同要求支付预付款。

3. In case the advance payment is due and is not transferred within 14 days as of submitting Purchase Order, VTS shall prepare new documentation for this sale and delivery, including new offer and purchase order. New offer shall have new number, include new numbers of air handling units and may include new terms of sale and delivery.

如果合同约定的支付预付款日到期，并且在合同签订 14 日内，客户未能支付预付款，VTS 将准备新的销售和交付文件，包括新的报价及购买合同，新的报价会有新的号码，包括新的设备的销售和交付条款。



4. The Client is obligated to pay VTS rest of the payment in term specified by the Offer.  
客户应按照合同支付 VTS 产品余款。
5. Air handling units shall be considered VTS property until the Client pays all remuneration specified in the Offer.  
在货款没有全部付清之前，AHU 产品被视为 VTS 所有。
6. The Client shall arrange all payments to VTS' bank account specified in the Offer.  
客户应汇款到 VTS 指定帐户。

#### **§4** **Delivery Terms** **交付条款**

1. VTS delivers air handling units to the Client in dates specified in Offer, calculated from the day the advance payment is transferred to VTS bank account or the date other conditions specified in the Offer are met by the Client.  
VTS 产品的交货期已在合同中明确，交货期是从客户预付款到帐之日起生效。
2. Before air handling units' delivery, VTS shall deliver to the Client written statement that the air handling units are ready for delivery [hereinafter: Confirmation for Delivery].  
VTS 应在 AHU 产品交付前以书面形式通知客户已准备发货。
3. After the Client receives Confirmation for Delivery, the Client is obligated to fulfill all obligations specified in the Offer before delivery of air handling units, such as particularly payment of the outstanding amount of remuneration or delivery of agreed collateral for deferred payment.  
客户收到交付通知后，应完全履行合同交付前的义务，例如付清（酬金）预付款或为延期付款提供担保。
4. Until the Client fulfills all obligations specified in the Offer, VTS shall have the right to withhold delivery of air handling units.  
如客户没有完全履行义务，VTS 有权拒绝交付 AHU 产品。
5. In case the Client doesn't fulfill obligation specified in the Offer within 14 days from receiving of Confirmation for Delivery, the dates of delivery of air handling units may be prolonged.  
客户在收到书面通知交付后 14 日内未按合同履行义务，设备的交付期将会被延长。
6. In case air handling units are not be expedited from VTS' warehouse within 14 days from receiving of Confirmation for Delivery due to the reasons attributed to the Client, VTS is entitled to request from the Client a contractual penalty for storing of air handling units equal to 0,05% of remuneration for stored air handling units, for each day exceeding 14 days.  
由于客户原因造成设备交付在收到书面通知后 14 日内未能从 VTS 仓库提走，VTS 有权在超过 14 日之后，每天按照货款的 0,05%收取仓储费。
7. Air handling units are delivered to the Client on CPT (Incoterms 2000) basis to the place specified in Offer – assembled, in packages for on-site assembly or in assembled sections to be connected by the Client.  
VTS 按照合同约定，执行 CPT (Incoterms 2000) 送货条款，交付已拼装、未拼装或部分拼装的货物。
8. VTS is not obligated to unload of air handling units from the transport carrier or to on-site transport.  
VTS 不负责设备的现场卸货事宜及费用。
9. The Client is obligated to unload air handling units from transport carrier, to transport air handling units delivered in packages to the place of on-site assembly and is obligated



to provide person authorized to confirm delivery of air handling units in the name of the Client. The template of authorization for confirmation of delivery of air handling units is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.

客户负责设备的现场卸货和分货，并且有义务委托人员到现场确认设备交付情况，设备交付委托确认的版本可在 [www.vtsgroup.com](http://www.vtsgroup.com) 和 VTS 各分公司获得。

10. Air handling units are handed over to the Client or person authorized by the Client only on the basis of written delivery protocol [hereinafter: Delivery protocol]. The template of Delivery Protocol is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS. 设备应根据交付协议移交给客户或者客户的委托人。设备交付协议版本可在 [www.vtsgroup.com](http://www.vtsgroup.com) 和 VTS 代表获得。
11. In case Client or person authorized by the Client is not present at the place of delivery of air handling units or refused to sign Delivery Protocol without substantial justification, VTS is entitled to sign the Delivery Protocol unilaterally which shall be considered as fulfillment of the Purchase Order.  
如果无正当理由，客户或者委托人不能拒绝在交付协议上签字，否则 VTS 有权单方面在交付协议上签字确认履行购买合同。

## §5

### Delivery of assembled air handling units or in assembled sections

#### 完成拼装或部分拼装的设备交付

1. In case the air handling units are delivered assembled or in assembled sections, the date of delivery to the Client is extended by in-hub assembly time specified in the Offer.  
如果设备是在完全或部分拼装后交付给客户，需考虑产品在工厂的拼装时间将定单中交货日期适当延长。

## §6

### Delivery in packages / On-site Assembly

#### 包装运输/现场组装

1. VTS Remuneration specified in the Offer covers on-site assembly of air handling units from packages only in case the delivery and assembly site is within 200 km from the nearest authorized service of VTS. Current list of VTS' authorized services is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.  
合同中指定的价格包含设备由 VTS 授权的距离 200 公里以内最近的服务商在现场组装的费用，授权的服务商信息列表可在 [www.vtsgroup.com](http://www.vtsgroup.com) 和 VTS 代表处获得。
2. The Client is obligated to inform VTS in writing when the Client is ready for assembly of air handling units at the assembly site. The template of Confirmation for Assembly is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.  
客户组装之前有义务书面通知 VTS 准备安装，安装确认书的版本可 [www.vtsgroup.com](http://www.vtsgroup.com) 和 VTS 代表处获得。
3. At the assembly site of air handling units delivered in packages, the Client is obligated to:  
在设备组装现场，客户应做到如下：
  - a. Provide completeness of the packages from the delivery to the start of assembly, 拼装前，必须保持设备完好无损，



- b. Prepare place of assembly in accordance to requirements set forth in Technical Documentation [hereinafter: Technical Documentation] available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS,  
依据 [www.vtsgroup.com](http://www.vtsgroup.com), 和 VTS 代表处的技术文件, 做好拼装前的准备工作。
  - c. Provide conditions for and foundation for assembly of air handling units in accordance to requirements set for forth in Technical Documentation,  
依据技术文件的需要, 为设备的拼装提供有利条件。
  - d. Provide free of charge power outlet located not further than 20 meters from the place of assembly and provide illumination of place of assembly,  
提供拼装现场不超过 20 米范围的动力电能及拼装现场有充足的照明
  - e. Provide other conditions for safe and efficient assembly.  
为拼装的安全和高效提供其他便利条件
4. VTS on-site assembly does not include:  
VTS 的现场拼装不包括下列:
- a. Setting up of electrical wiring, connection to heating of freezing sources and assembly of exchanger valve,  
电器线路的连接, 盘管与冷热器之间的连接及水阀的安装
  - b. Delivery, connection, assembly and start up of control elements (except for damper actuators, pressure control and anti-frost thermostat) and engines zeroing,  
自控元器件的搬运, 安装, 连接, 调试 (包括但不限于器阀的分组, 压差开关防冻开关) 及电机的接地
  - c. Placing and balancing of air handling units,  
AHU 的就位及平衡
  - d. Connecting air handling units to ventilation ducts, utilities and electricity.  
AHU 与风管, 公用设施及电气的连接
  - e. Start-up of air handling units,  
启动机组
  - f. Recycling of containers in which air handling units were delivered.  
运输包装箱的回收利用
5. VTS does not bear any responsibility for lacks in air handling units, in case VTS' service starting assembly detects that packages in which air handling units were delivered are opened, fractured or missing.  
如果 VTS 服务商在现场拼装前检测发现机组包装已拆封, 断裂或者缺失, 对此造成的短缺 VTS 不负责任。
6. Finish of on-site assembly of air handling units is confirmed in writing by VTS' service and Client or person authorized by the Client. Template of confirmation of assembly is available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.  
VTS 服务商完成现场安装之后会与客户或客户委托人确认, 确认书的版本可在 [www.vtsgroup.com](http://www.vtsgroup.com) 和 VTS 代表获得。

## **§7 Guarantee 质保**

1. VTS provides guarantee for delivered air handling units within scope specified in VTS Standard Guarantee Conditions version dated 1<sup>st</sup> of June, 2010, available on [www.vtsgroup.com](http://www.vtsgroup.com) and in representative offices of VTS.



VTS 依据 2010 年 6 月 1 日 VTS 标准质保版本对机组的交付提供保障，版本可在 [www.vtsgroup.com](http://www.vtsgroup.com) 和 VTS 代表获得。

2. VTS' responsibility exceeding scope of guarantee is hereby excluded unless corresponding legal regulations constitute otherwise.  
VTS 对质保之外的责任不予履行，法律规章要求的除外
3. VTS in any case whatsoever shall not be responsible for:  
VTS 对下列情况不负责任：
  - a. Any damages due to non operation of air handling units,  
非法操作造成的机组破坏
  - b. Any damages in property other than the air handling units.  
AHU 产品之外的资产损坏。

## §8

### Contractual penalties and interest

#### 违约及处罚

1. In case of delay in delivery of air handling units due to VTS fault, Client is entitled to claim from VTS a contractual penalty in the amount of 0,1% of remuneration for the air handling that was not delivered on time, for each day of delay, but in any case not more than 10% of remuneration for such air handling units.  
因 VTS 之过失导致机组未能及时交付，客户有权扣除未发货设备总价 0.1%/天对其进行处罚，但累计总数不得超过未发货设备总价的 10%。
2. In case of delay in payment of remuneration, VTS is entitled to claim from the Client a contractual interest in the amount of 15% per annum.  
若客户延迟付款提货，VTS 有权对余款加收 15% 的年利率。
3. In case the Client fails to collect air handling within 180 days from the delivery date specified in Offer, VTS shall keep advance payment as collateral for costs of realization of Purchase Order and shall keep completed air handling units.  
如客户在 180 天内未付款提货，VTS 有权把合同的预付款作为合同的担保金，同时有权保全该批货物。
4. Payment of contractual penalty and contractual interest shall cover all claims of Parties resulting from sale and delivery of air handling units.  
根据合同要求的罚金及利息应能支付采购及运输所产生的费用。
5. Delay in delivery of air handling units due to force majeure shall not be considered as grounds for contractual penalties.  
因不可抗力导致机组不能如期交/提货，双方可免责。

## §9

### Miscellaneous

#### 其他

1. Offer and Purchase Order detail are considered trade secret and are legally privileged.  
报价及购买订单应视为商业机密，受法律保护。
2. In case of discrepancies between Offer/Purchase Order and these General Sale Conditions, Offer/Purchase Order shall take precedence.  
如报价/购买订单与销售条件产生差异，以报价/购买订单为准。



3. In matters not regulated herein, legal regulations valid for VTS shall apply.  
规定中尚未涉及问题，按一般法律通则。
4. Amendment of these General Sale Conditions shall be made in writing as new version, otherwise null and void.  
销售合同中的修正条款若未写进新版本，视为无效。
5. These General Sale Conditions have been adopted and enter into force on 1<sup>st</sup> of June, 2010.  
此版合同自 2010 年 6 月 1 日起生效。

I hereby acknowledge and accept:  
我了解并且接受

Place and Date  
地点及日期

Signature and stamp of Client  
or authorized signatory of Client  
客户公章及委托人签名