

管路

Tubings

cmatic[®]
PNEUMATIC FITTINGS



聚酰胺12 (PA12)

软管

使用温度：-40°C至+100°C

硬度：64 Shore D

管路每卷100米。

可用颜色：

自然色，蓝色，黄色，红色，绿色，黑色

压力随温度变化的百分比
Pressure variation (%) in relation with temperature change

20°C	100%
40°C	85%
60°C	60%
80°C	40%
100°C	35%

POLYAMIDE 12 (PA12)

FLEXIBLE TUBINGS

Working temperature: -40°C to +100°C.

Hose Hardness: 64 Shore D

Rolls: 100 mt.

Colours available: Neutral, Blue, Yellow, Red, Green, Black

尺寸 Sizes		重量 (g/m) Weight (gr/mt)	弯曲半径 (mm)	工作压力 (bar)	20°C时的压力 Pressure at 20°C	爆破压力 (bar)
外径Ø e (mm) 径Ø i (mm)	内				Working	
4	2	9.51	20	56	167	
4	2.5	7.73	25	38	115	
5	3	13.19	25	33	100	
6	4	15.86	35	33	100	
8	6	22.2	40	24	71	
10	8	28.54	60	19	56	
12	10	34.89	85	15	45	

聚氨酯ELASTOLLAN® C98(PU)

软管

聚氨酯管路的主要特征是极高的柔性，即能够形成非常小的曲率半径。对水解和紫外线敏感。

酯基PU管路主要用于压缩空气的传输。

使用温度：-40°C至+60°C。

硬度：49-55 Shore D

管路每卷100米。

可用颜色：自然色，黄色，绿色，红色，黑色，蓝色

压力随温度变化的百分比
Pressure variation (%) in relation with temperature change

20°C	100%
30°C	83%
40°C	72%
50°C	64%
60°C	47%

POLYURETHANE ELASTOLLAN® C98(PU)

FLEXIBLE TUBINGS

Polyurethane Elastollan C98 major feature is the high flexibility that allows for very narrow hose radius if needed by the application. All ester base PU hoses are sensitive to hydrolysis and UV rays hence primarily recommended for air compressed applications.

Working temperature: -40°C to +60°C.

Hose Hardness: 49-55 Shore D

Rolls: 100 mt.

Colours available: Neutral, Yellow, Red, Green, Black, Blue.

尺寸-Sizes		重量 (g/m) Weight (gr/mt)	弯曲半径 (mm)	工作压力 (bar)	20°C时压强 -P ressure at 20°C	爆破压力 (bar)
外径Ø e (mm) 径Ø i (mm)	内				Working	
4	2	11.12	20	22	67	
4	2.5	9.03	20	15	46	
5	3	14.82	25	17	50	
6	4	18.53	30	13	40	
8	6	25.94	40	10	29	
10	8	33.35	50	7	22	
12	9	58.36	50	10	29	

聚酰胺6 (PA6)

软管

使用温度：-10°C至+80°C。

硬度：85 Shore D

管路每卷100米。

可用颜色：自然色，黄色，绿色，红色，黑色，蓝色

压力随温度变化的百分比
Pressure variation (%) in relation with temperature change

20°C	100%
30°C	83%
40°C	72%
50°C	64%
60°C	57%
70°C	52%
80°C	47%

POLYAMIDE 6 (PA 6)

FLEXIBLE TUBINGS

Working temperature: -10°C to +80°C.

Hose Hardness: 85 Shore D

Rolls: 100 mt.

Colours available: Neutral, Yellow, Green, Red, Black, Blue

尺寸-Sizes		重量 (g/m) Weight (gr/mt)	弯曲半径 (mm)	工作压力 (bar)	20°C时压强 - Pressure at 20°C	爆破压力 (bar)
外径Ø e (mm) 径Ø i (mm)	内				Working	
4	2	10.64	25	56	167	
4	2.5	8.65	30	38	115	
5	3	14.19	30	42	125	
6	4	17.74	45	33	100	
8	6	24.84	65	24	71	
10	8	31.93	80	19	56	
12	10	39.03	100	15	45	
14	12	46.13	100	13	38	
15	12.5	60.98	140	15	45	

聚酰胺6.6 (PA6.6)

软管

特别适用于运输油、脂
使用温度：0°C至+100°C。
硬度：96 Shore D
管路每卷100米。
可用颜色：自然色

POLYAMIDE 6.6 (PA6.6)

FLEXIBLE TUBINGS

This tube is suitable for oil and grease applications.
Working temperature: 0°C to +100°C.
Hose Hardness: 96 Shore D
Rolls: 100 mt.
Colour Available: Neutral

压力随温度变化的百分比%
Pressure variation (%) in relation with temperature change

20°C	100%
40°C	85%
60°C	60%
80°C	40%
100°C	30%

尺寸-Sizes

外径 ϕ e (mm) 径 ϕ i (mm)	内径 i (mm)	重量 (g/m) Weight (gr/mt)	弯曲半径 Bend radius (mm)	工作压力 Working (bar)	爆破压力 Bursting point (bar)
4	1.5	12.20	35	136	409
6	3	24	45	100	300
8	5	35.5	45	69	207

20°C时压强 - Pressure at 20°C

聚乙烯 (LDPE)

软管

使用温度：-10°C至+60°C。
硬度：46 Shore D
管路每卷100米。
可用颜色：自然色，红色，黄色，蓝色，绿色，黑色和蓝色

LD POLYETHYLENE (LDPE)

FLEXIBLE TUBINGS

Working temperature -10°C a +60°C.
Hose Hardness: 46 Shore D
Rolls: 100 mt.
Colours available: Neutral, red, yellow, blue, green, black, light blue

压力随温度变化的百分比%
Pressure variation (%) in relation with temperature change

20°C	100%
30°C	83%
40°C	72%
50°C	64%
60°C	57%

尺寸-Sizes

外径 ϕ e (mm) 径 ϕ i (mm)	内径 i (mm)	重量 (g/m) Weight (gr/mt)	弯曲半径 Bend radius (mm)	工作压力 Working (bar)	爆破压力 Bursting point (bar)
4	2	8.69	18	21	63
4	2.5	7.06	20	15	44
5	3	11.58	25	16	48
6	4	14.48	30	13	38
8	6	20.27	40	9	27
10	7	36.91	60	11	34
12	9	45.60	65	9	27
12	10	31.85	80	6	17
14	11	54.28	80	8	23
15	12.5	49.76	100	6	17

20°C时压强 - Pressure at 20°C

P.T.F.E.

软管

当高温与腐蚀性和苛刻工作环境同时出现时使用，具有出色的耐化学性，出色的介电性能，并且在与氧气、臭氧和紫外线接触时保持不变。
使用温度：-60°C至+260°C。
硬度：60 Shore D
阻燃性：UL 94 V0
管路每卷50米。
可用颜色：中性

P.T.F.E.

FLEXIBLE TUBINGS

P.T.F.E tube is recommended with high temperatures and critical, aggressive environments.
It offers great resistance to chemicals and it has high dielectric properties. P.T.F.E is subject to no variations in contact with oxygen, ozone, and Ultraviolet rays
Working temperature: -60°C to +260°C.
Hose Hardness: 60 Shore D
Flame resistance: UL 94 V0
Rolls: 50 mt.
Colour available: Neutral

尺寸 Sizes	内径 ϕ i (mm)	公差 Tolerance	壁厚 (mm) Wall (mm)	公差 Tolerance	外径 ϕ e (mm)	弯曲半径 Bend radius (mm)	工作压力 Working (bar)	爆破压力 Bursting point (bar)	重量 (g/m) Weight (gr/mt)
4x2	2	±0,10	1	±0,20	4	20	27	81	22
6x4	4	±0,15	1	±0,20	6	35	18	54	37
8x6	6	±0,20	1	±0,20	8	40	14	42	51
10x8	8	±0,30	1	±0,20	10	60	12	36	66
12x10	10	±0,30	1	±0,20	12	85	10	30	80

20°C时压强 - Pressure at 20°C

聚酰胺12 HR (PA12 HR)

软管

使用温度：-40°C至+80°C
管路每卷100米。
可用颜色：黑色

POLYAMIDE 12 HR (PA12 HR)

FLEXIBLE TUBINGS

Working temperature: -40°C to +80°C.
Rolls: 100mt.
Colours available: Black

压力随温度变化的百分比
Pressure variation (%) in relation with temperature change

		尺寸-Sizes				20°C时压强 - Pressure at 20°C			
		外径Ø e (mm)	内径Ø i (mm)	重量 (g/m) Weight (gr/mt)	弯曲半径 (mm)	工作压力 (bar)	爆破压力 (bar)		
-10°C	120%	1/4	6.35	3.6	20.28	50	90	275	
0°C	110%	3/8	9.52	5	53	80	87	261	
20°C	100%								
30°C	83%								
40°C	72%								
50°C	64%								
60°C	52%								
80°C	47%								

热塑管路

底层：PA12。
加固：高韧性聚酯编织物
覆盖：聚氨酯。
使用温度：-40°C至+70°C。
安全系数：4:1

THERMOPLASTIC HOSE

First Tube layer: Polyamide 12.
Reinforcement: high tensile polyester braid.
Cover: Polyurethane
Working Temperature: -40°C to +70°C.
Safety factor: 4:1

		尺寸-Sizes				20°C时压强 - Pressure at 20°C			
		外径Ø e (mm)	内径Ø i (mm)	重量 (g/m) Weight (gr/mt)	弯曲半径 (mm)	工作压力 (bar)	爆破压力 (bar)		
		8.1	5/16"	4	5/32"	52	45	195*/260**	780

* 脉压 - Pulse pressure ** 静压 - Constant pressure

带加强层的高压管路

ISO 11237 - SAE 100 R16 - EN 857 2SC
内层：合成耐油橡胶。
加强层：高韧性金属编织层。
外层：耐磨损、耐臭氧和碳氢化合物的合成橡胶。
应用：高压液压系统，燃油，防冻液，空气和水。
工作温度：
-40°C到+ 100°C (最高空气温度= + 70°C)
安全系数：4:1

HYDRAULIC HOSE, WIRE BRAID

ISO 11237 - SAE 100 R16 - EN 857 2SC
First Tube layer: Oil resistant synthetic rubber.
Reinforcement: Two high tensile steel braids.
Cover: Abrasion, ozone and hydrocarbon resistant synthetic rubber
Application: High pressure hydraulic lines, fuel oil, antifreeze solutions, air and water.
Working Temperature:
-40°C to +100°C. (Air temperature T = +70°C)
Safety factor: 4:1

		尺寸-Sizes				20°C时压强 - Pressure at 20°C			
Dash	外径Ø e (mm)	内径Ø i (mm)	重量 (g/m) Weight (gr/mt)	弯曲半径 (mm)	工作压力 (bar)	爆破压力 (bar)			
04	13	.51	6	1/4"	255	75	400	1600	
06	16.5	.65	10	3/8"	370	90	330	1320	
08	19.9	.78	13	1/2"	470	130	275	1100	
12	27.6	1.09	19	3/4"	789	200	215	860	

POLYAMIDE 12



软管:

一定的吸潮性, 高温尺寸稳定性好, 良好的化学耐受性, 适用于各种一般性的工业领域。

FLEXIBLE TUBING

Limited humidity absorption, great dimensional stability at high temperatures and good chemical resistance are the major features of the C.MATIC Polyamide 12, highly recommended for all standard industrial applications.

工作温度: Working temperature: from -40°F up to +212°F
真空等级: Vacuum rating: To 28" Hg
硬度: Hardness: 64 Shore D
工作压力: Working Pressure: 4 to 1 Safety Factor
吸水性: Water absorption: 1%
尺寸公差: Diameter Tolerances: +/- .002

压力随温度变化的百分比

Pressure variation (%) in relation with temperature change

68°F	100%
104°F	85%
140°F	60%
176°F	40%
212°F	35%

Part Number	Diameter			弯曲半径 Bend Radius (in)	工作压力 Working pressure (psi)	爆破压力 Bursting point (psi)
	OD (in)	ID (in)				
28010000-colour	1/8	.093		.375	264	1058
28010010-colour	5/32	.106		.500	348	1392
28010030-colour	1/4	.180		.875	293	1174
28010040-colour	5/16	.232		1.250	268	1073
28010050-colour	3/8	.275		1.500	279	1116
28010060-colour	1/2	.375		2.000	257	1029

每卷长度:100英尺
 可用颜色:自然色 (N) , 蓝色 (B) , 黑色 (BK) 备有库存, 其他颜色根据具体需求提供
 Reel length: 100 feet.

Colours available: Neutral (N), Blue (B) and Black (BK) on stock. Other colours available upon request.

POLYURETHAN 95 DUROMETER



软管:

Cmatic醚类PU管, 可以耐受潮湿, 水汽和细菌环境, 耐磨和UV射线。该类气管柔软灵活, 小弯曲半径非常适合应用于狭小空间。

FLEXIBLE TUBING

C.MATIC ether based Polyurethan resists attack with moisture, humidity and fungus.

It is highly abrasion and UV resistant. Its flexibility allows for assemblies in reduced spaces and for very narrow bending radius and makes of our Polyurethan 95 one of the most popular choices.

工作温度: Working temperature: from -40°F up to +140°F
真空等级: Vacuum rating: To 28" Hg
硬度: Hardness: 95 Shore A
工作压力: Working Pressure: 3 to 1 Safety Factor
尺寸公差: Diameter Tolerances: +/- .003

压力随温度变化的百分比

Pressure variation (%) in relation with temperature change

68°F	100%
86°F	83%
104°F	72%
122°F	64%
140°F	47%

Part Number	Diameter			弯曲半径 Bend Radius (in)	工作压力 Working pressure (psi)	爆破压力 Bursting point (psi)
	OD (in)	ID (in)				
28060000-colour	1/8	.0625		1/4	256	768
28060010-colour	5/32	3/32		3/8	193	580
28060030-colour	1/4	.160		1/2	169	507
28060040-colour	5/16	.216		3/4	140	420
28060050-colour	3/8	.245		7/8	164	493
28060060-colour	1/2	.320		1 1/8	169	507

每卷长度:100英尺
 可用颜色:自然色 (N) , 蓝色 (B) , 黑色 (BK) 备有库存, 其他颜色根据具体需求提供
 Reel length: 100 feet.

Colours available: Neutral (N), Blue (B) and Black (BK) on stock. Other colours available upon request.

POLYAMIDE 12 HR (PA12 HR)



软管

FLEXIBLE TUBINGS

工作温度: Working temperature:from -40°F up to 176°F.

工作压力: Working Pressure: 3 to 1 Safety Factor

每卷长度: Reel length: 328 feet (100 mt.)

颜色: Colours available: Black

压力随温度变化的百分比

Pressure variation (%) in relation with temperature change

14°F	120%
32°F	110%
68°F	100%
86°F	83%
104°F	72%
122°F	64%
140°F	52%
176°F	47%

Part Number	Diameter			弯曲半径 Bend Radius (in)	工作压力 Working pressure (psi)	爆破压力 Bursting point (psi)
	OD (in)	ID (in)				
08130030-N	1/4	.142		1.969	1305	3741
	3/8	.197		3.150	1261	3785
08130050-N						

可定制PA11和PTFE管 PA11 and PTFE tubings available upon request.

1 一般说明

以下一般供应条款在C.Matic的所有商业惯例中均被视为有效并适用，可作为C.Matic制造或销售的所有产品的参考。这些一般条款构成由C.Matic签订的每份合同的法律依据，除非在特定订单或协议中明确以书面形式对其放弃。这些条款优先于客户的任何购买条款并构成C.Matic服务于客户的供应合同的重要组成部分。因此，即使客户未明确确认，以下列出的一般供应条款也与所有合同和已执行的所有订单相关。这些一般供应条款，在任何情况下均被视为由客户自动接受，因此在C.Matic的产品首次提供给客户时，订单组成部分将于任何情况下在C.Matic的指令下执行。

2 合同适用范围

以下是由C.Matic签订的合同的组成部分：

- a) 这些一般供应条款在任何情况下均被视为适用的，无论客户是否明确书面接受。
 - b) C.Matic以任何身份发送给客户的所有技术文件、研究、报告。
 - c) 订单确认
 - d) 交货单
 - e) 发票
- 由C.Matic在供应执行之前或期间使用或发送的广告文件、销售手册、样本、目录、价目表以及任何其它内容将不予考虑，除非以书面形式明确同意合同的基本内容。

3. 订单与合同的正式化

C.Matic的任何报价均由C.Matic制订并对其不具约束力，直至(i) C.Matic根据此处所述之所有条款与条件实际收到客户的书面订单，以及(ii) C.Matic在其总部书面接受该订单。

订单是指任何包含要进行的供应的标识详情的文件，例如数量、产品类型和价格。在C.Matic通过任何书面方式（传真、电邮，等等）明确接受的情况下，或在执行向客户的第一次供货时，订单均应被视为最终合同。

供货的执行是指以下第7.2点中提供给客户的材料。即使在报价、从客户方收到的订单和从C.Matic发送的订单确认之间存在差异，合同在任何情况下都被视为已为购买方建立并最终确认。C.Matic可随时自行决定不接受客户的订单，或在事先充分通知的情况下中断或暂停已计划订单的执行。

3.1 已关闭订单

已关闭订单是指订单中的产品数量、价格、交货方式与时间表均已明确标识。

3.2 总括或计划订单

“总括”订单是指已确定产品类型和单价的订单，一般来说，标明在C.Matic和客户之间明确表示并同意的时间范围内由客户估算的可消耗的产品数量。C.Matic与客户将确定客户在商定的时间范围内不可撤销地采购的数量，以获得固定价格。如供应商在固定期限内未达到商定的销售量，则C.Matic应修改产品价格。任何情况下，C.Matic的责任仅限于所商定的数量，或者假如包括一个最小和最大数量，C.Matic的责任则限于最小数量。相较于C.Matic已明确接受的，C.Matic无需保证提供更多数量的产品或遵守更为艰难的交货时间。如客户要求修改任何订单的内容，C.Matic无义务满足该要求，但会竭尽全力满足客户的要求。如被接受，C.Matic应被允许修改产品价格。为此，C.Matic应向客户通告产品的价格差异：该变更应被视为在客户明确接受情况下的申请或从C.Matic在通告后首次交付产品起就被视为“有效”。

3.3 订单变更

由客户提出的任何更改合同的要求均应经由C.Matic明确接受。在未经C.Matic明确接受的情况下，先前同意的合同条件将被视为不变，在任何情况下均应遵守这些一般供应条款的适用性。

3.4 已关闭订单的取消或总括订单最小数量之下的减少

任何情况下，除非不可抗力，客户均不可取消已关闭订单或减少任何类型订单的最小数量。如客户意向向这个方向进行，则必须以书面形式将其请求通知于C.Matic，后者在随后的30天之内可接受或拒绝客户所提出的请求，或向其指明接纳所需的费用。否则，客户将被要求按照商定内容或总括订单中注明或商定的最大数量收货并付款。根据合同，在取消或减少至未结或总括订单最小数量之下的费用指示中，C.Matic可能会考虑原材料和备件采购、设备以及特定其它工具、研究和设计成本所产生的所有费用，以及在任何情况下由于任何原因对C.Matic具有经济意义的所有成本和/或直接与间接后果。C.Matic可最终保留由于任何其它原因而应收取的以及从客户那里已收的任何款项。

4 与订单相关的准备工作/或辅助工作

4.1 设计与要求

客户与C.Matic在订单执行之前或执行过程中以任何身份交换的所有文件、设计、估算、技术报告、评估、报价、分析及任何情况下的任何信息与文件，均被视为仅针对其意向的特定用途而发送，不涉及所有权或使用权转让的传输。接收者在任何情况下都不得将接收到的内容用于其它目的。客户与C.Matic将相互维护所交换文档的所有产权，包括知识产权。客户与C.Matic遵照以下第6点中的协商，均被视为对所交换文件的存在与内容持有最严格的机密性和保密性。假如使用的用途为未经许可的用途或是为交换材料而计划的用途，受害方有权要求对损失进行赔偿。任何情况下，客户均承认以任何身份从C.Matic接收到的内容的专有所有权，并且该内容构成C.Matic的专有技术。

4.2 样品退还

C.Matic发送给客户的所有样品、样件、预系列产品或半成品或任何情况下的人工制品均属于且依然为C.Matic所有，客户只可将其用于与C.Matic订立的合同中规定的目的。客户将对其所接收信息负责保管并承诺将在合同终止后或在C.Matic明确提出要求后的15天内退还所有收到的材料。未经事先书面同意之前，客户应在最严格的机密性与保密性中使用所接收的内容并不得以任何方式对其进行利用，甚至直接或间接地测试任何从C.Matic获得的内容。如有任何样品或模型展示或交付于客户，客户承认此类样品或模型仅用于说明商品的一般类型和质量，且并不代表商品必须与样品或模型相符合。如违反本条款，C.Matic可能会中断供应并要求赔偿损失。

4.3 设备保养

除非另有书面协议，否则为客户生产产品所必需的设备，即使磨损也被视为为C.Matic的专有所有权。用于生产的工具将由C.Matic或其指示的公司设计，并将考虑到C.Matic通常使用的工作方法、系统和设备。C.Matic可能会要求客户分担上述费用。该费用即使可能没有明确注明，但包括在所交付产品的价格中。即使在这种情况下，生产所需的工具将保留在C.Matic的专有所有权下，不含有任何关于保障客户的使用权或所有权的分担，即使只是知识或专有技术产权。除非另有书面协议，C.Matic可自由使用设备以及一般情况下的任何工作工具，即使为客户意向之外的产品以及专门为客户创建的产品。

5 订购产品的特性与条件

5.1 产品使用

C.Matic承诺根据与客户商定的（特殊产品）或目录中所指定（标准产品）的技术规格生产产品。在这方面，产品还

1 General Notes

The following general terms of supply are understood to be valid and applicable in all commercial practices of C.Matic with reference to all products manufactured or sold by C.Matic. These general terms constitute the legal basis for every contract entered into by C.Matic except where, in specific orders or agreements, they are expressly waived in writing. These terms prevail over any purchase terms of the Customer and constitute an essential part of the supply contract implemented by C.Matic in favour of the Customer. The general terms of supply set out below, therefore, relate to all contracts and all orders implemented even if not expressly confirmed by the Customer. These general terms of supply, in any case, are understood to be automatically accepted by the Customer and, therefore, an integral part of the order, upon C.Matic's Product first being made available to the Customer and, in any case, upon the implementation of the order by C.Matic.

2 Scope of application of the contract

The following will be an integral part of the contract entered into by C.Matic:

- a) these general terms of supply, which are understood, in any case, to be applicable irrespective of express written acceptance by the Customer.
- b) every technical document, study, report, in any capacity sent by C.Matic to the Customer.
- c) the order confirmation
- d) the delivery note
- e) the invoice

Advertising documents, sales brochures, samples, catalogues, price lists and anything else used or sent by C.Matic prior to or during implementation of the supply will not be considered, unless it is expressly agreed in written, essential elements of the contract.

3 Orders and Contract Formalization

Any quotation of C.Matic is subject to, and shall not become binding upon C.Matic until (i) actual receipt by C.Matic of customer's written order based on all the terms and conditions stated herein, and (ii) C.Matic's written acceptance of such order at its main office.

Order means any document containing the identification details of the supply to be made, such as quantity, product type and price. The order is understood to be transformed into a finalized contract both in the case of express acceptance by C.Matic by any written means (fax, e-mail, etc.) or upon implementation of the first supply to the Customer.

Implementation of the supply means the material made available to the Customer as provided at point 7.2 below. Even in the presence of discrepancies between the offer, the order received from the Customer and the order acknowledgment sent by C.Matic, the contract will in any case be understood to be established and finalized for the purchasing party. C.Matic may, at its sole discretion and at any time, not accept orders from the Customer or interrupt or suspend, with sufficient prior notice, the execution of planned orders.

3.1 Closed order

Closed order means that order in which the quantity of the product, price, delivery methods and timescales are expressly identified.

3.2 Blanked or planned order

"Blanked" order means that order which, having established the type of Product and unit price of the same, in general, indicates the quantities of product estimated as consumable by the Customer in the period of time expressly indicated and agreed between C.Matic and the Customer (week/month/year). C.Matic and the Customer will determine the quantities that the Customer irrevocably buys within the agreed timeframe to get the fixed price. C.Matic shall modify the price of the Products in case the Supplier doesn't reach, within the fixed period, the agreed volume of sales. The liability of C.Matic in any case is limited to the quantity agreed or, in case the order includes a minimum and a imum quantity, to the minimum. C.Matic is not required to guarantee the supply of additional quantities of Product or to comply with more burdensome delivery time than those expressly accepted by C.Matic itself. If the customer ask to modify the content of any order C.Matic shall not be obligated to satisfy that request, but will make every effort to satisfy the request made by the Customer. In case of acceptance, C.Matic shall be allowed to modify the price of the Products. For this purpose C.Matic shall communicate to the Customer the difference in price of the Product: that variation is understood to apply in the case of express acceptance by the Customer or will be considered to be "in force" commencing from the first delivery of the product after C.Matic's communication.

3.3 Changes to orders

Any request to change the contract made by the Customer shall be subject to express acceptance by C.Matic. In the absence of express acceptance by C.Matic, the contractual conditions previously agreed will be understood to be unchanged, subject, in any case, to the

applicability of these general terms of supply.

3.4 Cancellation of closed order or reduction below the minimum quantities of blanked orders

In no case, except in circumstances of force majeure, the Customer may cancel the closed order or reduce the minimum quantities of any type of orders. If the Customer intends to proceed in that sense, it must notify its request in writing to C.Matic which, in the following 30 days, may accept or refuse the request made or indicate to the Customer the cost for acceptance. Failing that, the Customer will be required to collect and pay for the product in accordance with what was agreed or in accordance with the imum quantities indicated or agreed in the blanked orders. In the indication of the cost for the cancellation or reduction, depending on the contract, of the open or blanked order below the minimums, C.Matic may take account of all costs incurred and being incurred for procurements also of raw materials and provisions, equipment and specific or other tools, research and design costs and, in any case, all costs and/or direct and indirect consequences that have for any reason economic significance for C.Matic. C.Matic may retain, on a final basis, and on account of anything due in addition, any sums received from the Customer paid for any reason.

4 Preparatory and/or accessory works relating to the order

4.1 Designs and requirements

All documents, designs, estimates, technical reports, evaluations, offers, analyses and, in any case, any information or document that, in any capacity, the Customer and C.Matic have exchanged prior to or during the implementation of the order, are understood to be sent only for the specific use for which they are intended without that transmission involving a transfer of ownership or usage rights. The recipient may not in any case use what is received for other purposes. The Customer and C.Matic will reciprocally maintain all property rights, including intellectual, on the documentation being exchanged. The Customer and C.Matic are understood to be bound to the strictest confidentiality and secrecy, as agreed at point 6 below, in relation to the existence and content of the documents being exchanged. In cases of use other than what is permitted or what has been planned for the material being exchanged, the injured party will be entitled to compensation for damages. The Customer acknowledges, in any case, the exclusive ownership of what is received in any capacity from C.Matic and that it constitutes C.Matic's know-how.

4.2 Return of samples

All samples, prototypes, pre-series or semi-finished products or in any case artefacts sent by C.Matic to the Customer are and shall remain the property of C.Matic and the Customer may use them only for the purposes set out in the contract entered into with C.Matic. The Customer will be liable for the custody of what is received and undertakes to return all the material received upon termination of the contract or within 15 days from C.Matic making an express request for the same. The Customer shall use what is received in the strictest secrecy and confidentiality and may not in any way utilize, even to perform tests, directly or indirectly, anything received from C.Matic without the prior written consent of the latter. If any sample or model is shown or delivered to the Customer, the Customer acknowledges that such sample or model was used merely to illustrate the general type and quality of goods and not to represent that the goods would necessarily comply with the sample or model. In cases of breach of this clause, C.Matic may suspend the supplies and claim compensation for damages.

4.3 Conservation of equipment

The equipment even subject to wear, necessary to create the Product for the Customer, is understood, unless otherwise agreed in a written deed, to be under the exclusive ownership of C.Matic. The tools for production will be designed by C.Matic or by a company instructed by the same, and will take account of the working methods, systems and equipment normally used by C.Matic. C.Matic may ask the Customer to contribute to the costs for what is indicated above. That cost may even not be expressly specified, but included in the price of the product being delivered. Even in that case, the tools necessary for production will remain under the exclusive ownership of C.Matic without any contribution guaranteeing for the Customer rights of use or ownership, even only intellectual or by way of know-how. C.Matic, unless otherwise agreed by written deed, may freely use the equipment and, in general, any work tool, even for productions other than that intended for the Customer and also in the case of production created exclusively for the Customer.

5 Characteristics and condition of ordered Products

5.1 Use of Products

C.Matic undertakes to produce the Product in the respect of the technical specifications agreed with the Customer (special products) or as specified in the catalog (

将符合欧盟现行的安全规则。客户将对产品的使用承担全部责任。产品必须完全按照目录中规定的用途或与C.Matic进行书面协商而使用。C.Matic对于任何未经授权、不正确的或以其它不同于C.Matic目录中的参考规定以及不同于C.Matic书面授权的方式对产品的使用而造成的后果不承担任何责任。假如客户必须以协商之外的方式使用产品，则必须向C.Matic提供其特定信息。C.Matic，在收到申请后，将有30天的时间来确认是否愿意满足客户的请求，并提供一份关于时间表和新价格的指示；客户应书面确认对C.Matic的通告的接收。除非事先同意或在任何情况下都知道C.Matic，否则所提供的产品可能无法存放于存储材料的地方，包括可能会引起爆炸、污染或是易燃的材料，或是被放置于湿度或温度水平与所交付产品类型不符的房间中。客户接受，以此放弃提出任何索赔或投诉的权利，由C.Matic注明的数量始终被视为+/- 5%的公差。客户承诺在任何情况下均接受产品的部分供应。

5.2 产品包装

C.Matic应按照其标准并遵循有关安全的现行法规提供产品包装。客户通过发送订单明确声明知晓并已接受C.Matic使用的包装类型并认可上述“标准”适宜于其运输、搬运、存放和存储的要求；所有活动将由客户负责维护并承担费用。客户将对产品的正确存放和存储承担全部责任，所进行的活动必须以对所提供产品的技术与功能特性的正确保存所允许的方式执行。如使用与C.Matic所使用的包装有所不同的包装，或以不符合产品特性的方式对产品进行存放、储存或处理，则C.Matic不承担任何责任。

5.3 产品相关信息的传输

客户承诺使其购买者了解产品的技术-功能特性。

6 知识产权与保密条款

6.1 知识产权与技术知识

C.Matic 是与产品相关的任何信息、数据、设计、特性、流程、化学成分、功能特性以及任何元素的权利的唯一所有者。这些权利的所有权即使在产品交付后仍将保留。任何情况下，供应合同的执行均不构成工业产权的转让或与C.Matic的产品和/或生产流程相关的专业知识的使用许可，C.Matic作为上述权利的所有者，即使在交货后，也保留出于任何目的以任何方式对产品执行验证、测试或实验的结果的使用权。

6.2 保密条款

客户在供应关系期间以及在其结束后的5年内，将被严格要求遵守所有内容的机密性与保密性，在执行和准备合同的同时，将被告知会(文件、数据、特性、元素、技术信息、价格、设计、图形、报告、轮廓、注释，等等)。客户承诺对从C.Matic收到的材料进行妥善保管并遵守最严格的保密性，就如收到的或交换的为其专属财产一般。C.Matic与客户必须仅允许参与供应执行的人员访问数据、文件及所收到的材料。客户明确声明遵守现行法规所规定的尊重隐私的程序。如有所需，C.Matic和客户将任命一名负责管理可能传输的任何敏感数据的人员，并将其姓名通知对方。保密性和机密性的义务不适宜以下情况：- 合同订立时已知的公共领域的信息以及任何情况下均已知晓的信息。- 合同订立之前已拥有的信息。- 司法机构或公共机构一般要求具有公开义务的信息。对此类案件的任何违反行为将使C.Matic有权要求赔偿损失和/或合同终止。

6.3 防伪保障

假如产品是定制的或是按照客户提供的指示与信息生产的，则客户应独自承担与工业产权及其第三方权利、甚至是与生产流程相关的任何侵权行为的责任，并承诺使C.Matic 不受任何直接或间接后果的影

响，这些后果可能会直接或间接地影响C.Matic或第三方对信息或对产品本身在任何形式上的可用性。客户最终将直接承担或在任何情况下向C.Matic保障所有费用的直接与间接赔偿，包括法律援助以及其它任何职业原因，甚至是技术上的，包括任何因违反本条款规定的义务而针对C.Matic或由C.Matic提起法律或法外处分或调解时由其指派的专业人士的费用。

7 产品的交付、运输、验证和验收

7.1 交货期限

C.Matic 将竭尽全力遵守与客户商定的交货期限。然而，在任何情况下，交货日期均不得视为强制性要求并对订单的正确执行不具有约束力。在产品的交货期限未能遵守的情况下，客户明确放弃以任何身份提出索赔或以任何方式要求赔偿的权利。如上所述，所有交货期限都是大致的，并且C.Matic 对于任何延迟引起的任何类型的损失不承担责任。当变更为重要时，C.Matic 保留以任何意义向客户通告任何交货期限的变更的权利。客户可要求C.Matic尽最大努力改善交货状态，但在任何情况下都不可拒绝为产品付款。C.Matic保留在未付款的情况下无限期中断产品交付的权利。同样，在任何未曾履行的情况下，C.Matic可能将保留给客户的如有存在的产品专有权视为终止且不复存在。

7.2 交货期限(工厂交货)

除非另有协议，否则产品的交付将以“工厂交货”方式进行并被视为在承运人或货运代理使用的车辆上进行货物装载的日期和时间中执行，或在任何情况下，来自由C.Matic所提供的货物可用性的信息。从上述日期开始，与产品有关的所有权利和责任将被转移至客户，即使产品本体实际上仍存放于C.Matic 的厂房中。在收到货物可用性通知的5天内，客户将被要求直接或间接地收取产品。假如交货期限较上述期限而延迟，C.Matic将向客户收取存储、存放和处理货物所需的所有费用及支出。因此，C.Matic将开具在产品收取之前就应支付的相应发票，并在任何情况下均按第10.1点中列出的条款进行。一旦收到货物可交付通知的10天后，C.Matic可全权酌情，决定客户有义务支付上述费用，将产品出售给第三方，由客户支付费用销毁产品或对其重复使用，并向客户收取所有后续费用。由于该原因所开具的发票被视为需要立即付款的发票。同样，如未按照上述期限进行收货，C.Matic可认为如有授予客户的任何专有权已终止，即使与客户续签的合同中有所参考。C.Matic应及时将“准备交付货物”通知发送给客户或运送者。客户，或由客户负责的运送者，应在从C.Matic方收到的“准备交付货物”通知中指定的日期和时间范围内收取产品。如未按照“准备交付货物”通知中规定的协议收货，客户应承担由C.Matic出于上述原因(存储、保险、处理、存放、空间使用，等等)而产生的任何支出或费用。

7.3 运输、海关费用、保险

除非订单中另有明确规定，否则运输始终由客户自行承担并应由客户承担费用，如有必要，则应由其承担全部责任，并在运输过程中对产品投保。如由C.Matic负责将产品运送到目的地，风险转移则会发生于将产品运送至第一个货运代理或第一个运输商时。除非另有协议，否则客户应始终承担海关费用、运费以及在目的地存储的费用，并在适当情况下继续履行运输、装载、卸载和清关程序，无论客户选择以何种运输方式。客户应向C.Matic提供产品海关清关及其收据的证明。然而，无论所商定的交货方式如何，C.Matic 都将无需为产品投保。

7.4 交付产品的数量与类型的检查

客户应通过自己的人员检查产品的数量

GENERAL TERMS OF SUPPLY

standard product). The Product will also be compliant with the safety rules in force in EU in that regard. The Customer will be solely liable for the use of the Product. The Product must be used exclusively in accordance with what is indicated in the catalog or agreed in writing with C.Matic.

C.Matic shall not be liable for the consequences of any unauthorized, incorrect or different use of the Products with reference to what it's stated in C.Matic's catalog or that is different from what is authorized in writing by C.Matic.

Where the Customer must use the Product in a manner other than that agreed, it must provide specific information thereof to C.Matic.

C.Matic, upon receiving the request, will have 30 days to confirm its willingness to satisfy the request of the Customer also providing an indication of the timescales and the new price; the Customer shall confirm in writing the acceptance of the communication received from C.Matic.

Except where previously agreed or in any case known to C.Matic, the Product supplied may not be stored in locations in which materials are stored, including potentially explosive, polluting or flammable materials, or in rooms where the moisture or temperature levels are not compliant with the type of Product being delivered. The Customer accepts, hereby waiving the right to make any claim or complaint, that the quantities indicated by C.Matic are always understood to be with an allowance of +/- 5%.

The Customer undertakes, in any case, to accept even partial supplies of Product.

5.2 Product Packaging

C.Matic shall supply the product packaged in accordance with its standards and compliant with existing regulations in relation to safety.

The Customer, by sending the order, expressly declares to be aware and to have accepted the type of packaging used by C.Matic and to deem the aforementioned "standard" to be suited to its requirements, to transportation, handling, deposit and storage; all activities that will occur at the care and expense of the Customer.

The Customer will be solely liable for the correct deposit and storage of the Product, activities that must be implemented in such a way as to allow for the correct conservation of the technical and functional characteristics of the Product supplied. No liability may be attributed to C.Matic in the event of use of different packaging to that used by C.Matic or for deposit, storage or handling of the product performed in a manner not compliant with the product characteristics.

5.3 Transmission of information relating to the Product

The Customer undertakes to make its purchasers aware of the technical-functional characteristics of the Product.

6 Intellectual Property Rights and Confidentiality Clause

6.1 Intellectual property rights and on technical know-how

C.Matic is the only owner of rights relating to any information, data, design, characteristic, process, chemical composition, functional feature and for all and any element relating to the Product. The ownership of those rights will remain even after the delivery of the Product. The implementation of the supply contract will not constitute, in any case, transfer of industrial property rights or licence to use the know-how relating to the Product and/or to the production process, C.Matic, as owner of the rights set out above, reserves the right to use for its own purposes, the results of verifications, tests or experiments performed in any way on the Product, even after delivery.

6.2 Confidentiality clause

The Customer, during the supply relationship and for 5 years after its conclusion, will be required scrupulously to respect the confidentiality and secrecy of everything of which, on the occasion of implementing or preparing the contract, it becomes aware (documents, data, characteristics, elements, technical information, prices, designs, graphics, reports, outlines, notes, etc.). The Customer undertakes to store all the material received from C.Matic with the same care and in respect of the most scrupulous secrecy as though what was received or exchanged were its own exclusive property. C.Matic and the Customer must only allow persons involved in the implementation of the supply to have access to the data, documents and all material received. The Customer expressly declares to be compliant with the procedures for the respect of privacy as provided by existing regulations.

If necessary, C.Matic and the Customer will appoint, notifying the other of his/her name, a person responsible for managing any sensitive data that may be transmitted. The confidentiality and secrecy obligation shall not apply in the case of:

- information that is in the public domain or in any case was already known at the time of entering into the contract.

- information already in possession prior to entering into the contract.

- disclosure obligation of information when required by a Judicial Authority or a Public Authority in general.

Any breach of this clause will entitle C.Matic to claim compensation for damages and/or the termination of the contract.

6.3 Guarantee against counterfeiting

Where the Product is custom-made, or produced in accordance with indications or information provided by the Customer, the latter will be solely liable for any infringement, even relating to the production process, of rights of third parties in relation to industrial property and it undertakes to hold harmless C.Matic from each and any direct or indirect consequence that the availability or use, in any capacity, of that information or the Product itself may cause, directly or indirectly, to C.Matic or to third parties. The Customer will, finally, bear directly or in any case will keep C.Matic indemnified for all direct and indirect damages and for all costs, including of legal support or any other professional reason, even technical, including the fees of Professionals instructed by C.Matic in the event of legal or extrajudicial action or for mediation, brought against C.Matic or by it due to any infringement of the obligations set out in this clause.

7 Delivery, transportation, verification and acceptance of Product

7.1 Delivery term

C.Matic will make any effort to respect the delivery term agreed with the Customer.

In no case, however, may the delivery date be deemed as mandatory and binding for the correct implementation of the order. The Customer expressly waives the right to make any claim for damages or reimbursement in any capacity or to request the termination of the contract in cases of failure to respect the delivery term of the Product.

As stated above all delivery dates are approximate and C.Matic shall not be responsible for any damages of any kind resulting from any delay.

C.Matic reserves the right to communicate, by any means, to the Customer any changes to the delivery term when the change is of particular significance. The Customer may request that C.Matic makes its best efforts to improve the delivery but in no case it may refuse to pay for the Product.

C.Matic reserves the right to suspend, indefinitely, the delivery of the Product in the event of non-payment of the supplies. Similarly, in any case of non-fulfillment, C.Matic may, if existing, deem the exclusivity of the product reserved to the Customer to be terminated and no longer in existence.

7.2 Delivery terms(Ex-works)

Unless otherwise agreed, the delivery of the Product will be made "Ex-works" and is understood to be executed on the day and time on which the loading of the goods on the vehicle used by the carrier or shipping agent is completed or, in any case, from the communication made by C.Matic of the availability of the goods.

From the above date, the Customer will be transferred all rights and responsibilities relating to the Product even if physically still stored at C.Matic's plant.

The Customer is required to collect the Product directly or indirectly within 5 days from the notification of availability of the goods. In the event of a delay in collecting the goods beyond the aforementioned term, C.Matic will charge to the Customer all costs and disbursements that are necessary for storage, deposit and handling of the goods.

C.Matic will issue for that reason the corresponding invoice which must be paid before collecting the Product and in any case by the terms set out in point 10.1.

Once 10 days have elapsed from the notification that the goods are ready for delivery, C.Matic may, at its sole discretion, subject to the obligation for the Customer to pay the costs as indicated above, sell the Product to third parties, destroy it at the expense of the Customer, or reuse it, charging to the Customer all consequent costs. The invoice issued for that reason is understood to be payable immediately. Similarly, in the event of non-collection of the Product, by the term indicated above, C.Matic may deem any exclusivity, if existing, granted to the Customer terminated, even with reference to the continuation of the contract with the Customer.

C.Matic shall in good time send to the Customer or to the conveyor the "goods ready for delivery" notification. The Customer, or the conveyor under Customer's responsibility, shall collect the Product at the date and time indicated in the "goods ready for delivery" notification as received from C.Matic. Where the goods are not collected in accordance with what is stated in the "goods ready for delivery" notification, the Customer shall bear any cost, disbursement or expenditure for any reason (deposit, insurance, handling, storage, use of space, etc.) incurred by C.Matic as already specified above.

7.3 Transportation, customs charges, insurance

Unless otherwise expressly provided in the order, the transportation will always be performed at the care and expense of the Customer which shall, if deemed necessary, and under its exclusive liability, insure the Product during transportation.

Where C.Matic takes responsibility for shipping the Product to the destination, the transfer of risk will occur when the Product is delivered to the first shipping agent or the first haulier.

The Customer shall always bear, unless otherwise agreed, the customs charges, freight and costs of storage at destination, proceeding, if due, to fulfill the shipping, loading, unloading and customs clearance procedures, irrespective of the means of transport chosen by the Customer.

The Customer shall offer to C.Matic proof of the customs

及重量、产品与订单条款的一致性；该检查将在交货后立即由客户承担费用并由其承担全部责任。
与产品明显缺陷有关的任何争议或保留，应立即在托运单、公路货物运单、路单或运输单据上注明。托运单、路单或运输单据的副本以及相应的保留或争议应发送给C.Matic参考，无论如何，C.Matic对于任何短缺都将不承担责任，也不对客户保留承担任何责任，除非在C.Matic的工厂中交付产品时已证明属于保留状态的缺陷已存在。如在托运单、公路货物运单、路单或运输单据上未有注明的保留，从类型和数量角度来看，产品将被视为被最终接受，出于此原因，客户明确表达不可撤销地放弃在任何地点以任何性质所要求的权利。

7.5 与存在缺陷相关的争议

C.Matic必须交付无缺陷且与订单相符的产品。

产品质量应被视为客户所熟知的C.Matic的“标准”。

如产品中存在缺陷，客户应在自交货之日起10个工作日内以外以没收之处罚，对所提供的产品提出异议，同时向C.Matic发送一份相宜的书面通告，其中包含缺陷或故障列表、所识别物品的数量、执行检查的方法、批号以及任何有用的证据，以使C.Matic能够准确识别有争议的产品。

如C.Matic要求，客户应退还所有有争议的产品，并由客户承担并支付费用。

C.Matic在不构成任何责任确认的情况下，可自行决定对产品进行修理，然后将其发回给客户。在这种情况下，C.Matic将承担运输费用。

如C.Matic无法识别存在争议的缺陷或故障，可邀请客户到自己的工厂中共同评估其调查结果，然后将产品自费退给客户。

然而，C.Matic可在不构成任何责任确认的情况下，自行决定继续更换有争议的产品，并向客户发送新产品。

客户在任何情况下均不得中断对产品的付款，即使出现完全或部分地争议，同样，即使在所供应货物的全部或部分地争议情况下，客户也不得因C.Matic的任何原因而中断付款。

客户不可因任何原因自主执行或由第三方执行对产品的处理或干预。在那种情况下，产品将不再得到保障，此外，这意味着客户不可撤销地放弃在任何地点要求C.Matic承担任何责任的权利。

如客户在存在明显缺陷或故障的情况下决定不将其告知C.Matic并使用、组装或销售产品，则将失去任何更换或维修产品的权利。

同样，C.Matic根据以下第7.6点所提供的保修也将被视为终止。

在任何情况下，除非有C.Matic发出的相反指示，否则客户应对争议产品的拆卸、储存、处置活动和成本以及新组件的组装活动和成本承担全部责任，将由C.Matic对产品进行返工或重新发送给客户。任何投诉或争议均不对客户所应承担的对于C.Matic任何义务的履行形成免除，无论该义务订立的原因是什么。

7.6 保修-期限

除非另有协议，否则C.Matic对所供应产品的保修期限不超过十二个月。保修期被视为从“准备交付货物”做出通知或工厂交货之日开始。

保修应在对产品正确使用并且产品中所识别的缺陷故障也不能间接或部分归因于客户或最终用户的情况下有效，或在对产品不一致或未经授权使用的情况下。

7.7 验收

从产品交付起10天期限内并在无争议的情况下，所提供的产品将被视为最终接受，并且客户将失去提出任何索赔、抗议或要求的可能性。

任何情况下，验收之后C.Matic均不被要求更换或修理所提供的产品，也不承担任何费用或支出，即使是通过损害赔偿的方式。

8 逆境条款及不可抗力原因

8.1 产品价格更改条件

即使接受订单并签订合同，C.Matic仍能更改产品的价格。C.Matic应以书面形式通知客户新价格并说明需要进行更改的原因。新价格将从通告后的首次交货起对

客户具有约束力，或者无论如何，从发送给客户通告起经过10个日历日之后。如发生使订单执行尤其艰难的特殊情况，C.Matic可在客户无法索赔的情况下随时终止或撤销合同、取消订单或交付程序，并且该权利应被视为对任何保留或赔偿的不可撤销的放弃。

8.2 不可抗力原因

C.Matic可在任何不可抗力的情况下中断其供应义务，并且无论如何都将终止与客户合同承诺。如C.Matic意欲调用该权利，必须立即以书面形式通知客户，注明对不可抗力原因的调用，并在如有可能的情况下注明所应承担的合同义务的预期中断时间。如中断原因持续了90个工作日以上，则客户可在遵守承诺的前提下暂时从其它供应商处购买所需产品，不可抗力原因一旦消除后，应从C.Matic处重新订购产品。

C.Matic承诺以书面形式向客户通告不可抗力原因的终止，并注明在不可抗力事件后首次交货的日期。

客户必须接受这些交货。如不可抗力事件延长至超过90天，C.Matic将与客户会面评估终止供应合同的可能性。

任何情况下，客户均应在C.Matic处收取所有存储于C.Matic的产品，并支付半成品、原材料、纸张以及C.Matic为实施供应而专门购买或生产的任何物品的成本。如执行变得尤其艰难且无可能性，C.Matic也可在所有情况下调用不可抗力，以下情况均构成不可抗力，以指示性而非全面的清单形式表示：

- 自然灾害（地震、火灾、洪水、风暴，等）。
- 武装冲突、战争、争端、攻击、起义、恐怖行为。
- 工会或劳工冲突或纠纷、停工、一般罢工或行业罢工或是C.Matic或C.Matic下属工厂的罢工。
- 工会冲突或纠纷、一般性的或行业性的，或是与C.Matic的C.Matic下属工厂有关的工厂罢工或停工，运输、服务公司、货运代理、一般邮局或任何情况下与生产过程参与相关的人员的罢工。
- 一般而言下的司法、政府或公共机构的命令。
- 一般而言下由卫生或公共当局施加的禁止进口、禁运、禁止生产的规定。
- 工作中的事故、癫痫发作、机器故障、爆炸、电源不足以及任何可能限制或排除生产可能性的事件。
- 原材料的短缺或成本过高。

如客户意欲调用不可抗力事件，则必须立即知会C.Matic。

在这种情况下，客户还应向C.Matic指明产品收取的方法，以及可能与客户商定的其它收货地点，在这种情况下，需承担C.Matic注明的更高费用。

客户不可在任何情况下调用不可抗力原因来中断对供应的付款。

“9 价格的定义”

由C.Matic注明的价格应被视为扣除产品的税金、税率和关税后的价格。除非另有协议，否则价格在任何情况下均应被视为“出厂价”。除非另有约定，否则价格始终将以欧元表示。

10 付款方式

10.1 付款期限

除非另有协议，否则供应付款应在C.Matic所在地进行，无论任何争议，均应预先收到备用单据或发票。C.Matic可自行决定分配所收到的付款，并将其信息提供给客户。

如提早付款，C.Matic无需同意任何折扣。

10.2 付款延迟

在不违反本合同规定的情况下，如在第10.1点规定的期限内未付款，则应向C.Matic支付利息，金额为意大利第231/2002号法令中确定的利率。

C.Matic被授权按照在此点中罗列的方法开具利息发票并将其发送至客户。发票还将包括C.Matic为该活动而产生的费用。客户必须遵照程序立即进行付款。如开具了利息和/或付款延迟费用的发票，C.Matic可全权酌情决定将客户随后支付的所有款项用于清算发票中的利息和费用，并且仅针对任何剩余金额

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clearance of the product and its receipt. C.Matic, however, will never be required to insure the Product irrespective of the agreed delivery methods.

7.4 Check of quantities and type of Product delivered

The Customer shall check quantities and weight of the Product by way of its own personnel, the conformity of the Product with the order terms; that check will be conducted at the cost of the Customer and under its exclusive responsibility as soon as the delivery is made. Any dispute or reservation relating to clear defects of the Product shall be noted immediately on the consignment docket, CMR, way bill or transportation document. A copy of the consignment docket, way bill or transportation docket with the respective reserves or disputes shall be sent for information to C.Matic which, in any case, will not be liable for any shortages and will not be liable for reserves made by the Customer except where it is proven that the defect subject to the reserve was already existing at the time of delivery of the product at the plant of C.Matic. In the absence of reserves noted on the consignment docket, CMR, way bill or transportation document, the Product, from the perspective of type and quantities, will be understood to be accepted on a final basis, with express irrevocable waiver for the Customer of the right to claim in any venue, for that reason, rights of any nature.

7.5 Dispute in relation to existence of defects

C.Matic is required to deliver the Product free from defects and compliant with the order.

The quality of the Product is understood to refer to the "standard" of C.Matic, as well-known to the Customer. The Customer, in the case of defects existing in the Product, shall, under penalty of forfeiture within 10 calendar days from the delivery, dispute the Product supplied, sending to C.Matic an appropriate written communication containing the list of defects or faults, the number of items on which the same have been identified, the methods by which the checks were performed, the batch number and any useful evidence to allow C.Matic exactly to identify the Product subject to dispute.

The Customer, if requested by C.Matic, shall return, at the care and expense of the Customer, the Product subject to dispute.

C.Matic, at its sole discretion, and without this constituting any acknowledgement of any liability, may repair the product, sending it back to the Customer. In that case, C.Matic will bear the transportation costs.

Where C.Matic does not identify the presence of the disputed defects or faults, it can invite the Customer to its own plant to jointly assess the results of its investigations, after which the Product will be sent back to the Customer at its expense.

C.Matic, however, may, at its sole discretion, and without this constituting any acknowledgement of liability, proceed to replace the disputed Product, sending a new one to the Customer.

In no case may the Customer suspend payment of the Product even if it is subject to total or partial dispute. Similarly, even in the case of total or partial dispute of the supply made, the Customer may not suspend the payment of any sum for any reason due to C.Matic.

The Customer may not, for any reason, autonomously perform or have performed by third parties processes or interventions on the Product. In that case the Product will no longer be guaranteed, meaning, in addition, that the Customer irrevocably waives the right to claim in any venue any liability by C.Matic.

Where the Customer, in the presence of clear defects or faults, decides not to inform C.Matic of them and uses, assembles or sells the Product, it will lose any right to the replacement or repair of the Product.

Similarly, the guarantee provided by C.Matic, in accordance with point 7.6 below, is also understood to be terminated.

In any case, subject to an indication to the contrary sent by C.Matic, the Customer shall take exclusive responsibility for the activity and cost of disassembly, storage, disposal of the Product subject to dispute and the activity and cost of assembling the new, reworked or re-sent Product by C.Matic to the Customer.

Any complaints or disputes do not exonerate the Customer from the obligation of honouring any obligation accepted towards C.Matic, irrespective of the reason for which the obligation was contracted.

7.6 Guarantee - duration

C.Matic, unless otherwise agreed, guarantees the Product supplied for a period not exceeding twelve months. The guarantee is understood to commence from the "goods ready for delivery" notification or from the day of the ex-works delivery.

The guarantee shall be effective in the case of correct use of the Product and when the malfunctioning of the same or the defect identified in the Product is not also indirectly or partially attributable to the Customer or to the end user or in the case of inconsistent or unauthorized use of the Product.

7.7 Acceptance

Once the term of 10 days has elapsed from delivery of the product and in the absence of disputes, the Product supplied will be understood to be definitively accepted and the Customer will have forfeited the possibility of making any claim, protest or request whatsoever. In no case after the acceptance has been made will C.Matic be required to replace or repair the Product supplied or bear any cost or disbursement even by way

of damages.

8 Adversity clause and causes of force majeure 8.1 Conditions for changing the prices of the Product

C.Matic may change the prices of the Product even after acceptance of the order and conclusion of the contract. C.Matic shall notify the Customer in writing the new price, indicating the reasons for which that change is necessary. The new price will be binding for the Customer commencing from the first delivery after the communication or in any case once 10 calendar days have elapsed from the communication sent to the Customer. C.Matic, where exceptional events occur that make the implementation of the order particularly burdensome, may terminate or withdraw at any time from the contract, cancel the order or delivery program, without the Customer being able to claim, with that right being understood to be irrevocably waived, any reimbursement or compensation.

8.2 Causes of force majeure

C.Matic may suspend its supply obligations and, in any case, the contractual commitments with the Customer in any case of Force Majeure. Where C.Matic intends to invoke that right it must promptly inform the Customer in writing, indicating the invoked cause of Force Majeure and, if possible, the expected duration of the suspension of the contractual obligations assumed. If the cause of suspension protracts for more than 90 working days, the Customer may, temporarily, source the Product it requires from another supplier, subject to the commitment, for the Customer, once the cause of Force Majeure has ended, to repurchase the Product from C.Matic.

C.Matic undertakes to communicate in writing to the Customer the termination of the cause of Force Majeure, also indicating the date of first delivery of the Product after the Force Majeure event.

The Customer is required to accept those deliveries. If the case of Force Majeure protracts for more than 90 days, C.Matic and the Customer will meet in order to assess the possibility of deeming the supply contract to be terminated.

In any case, the Customer shall collect and pay for all the Products in storage at C.Matic, the cost of the semi-finished products, raw materials, paper and anything that was specifically purchased or produced by C.Matic to implement the supply. C.Matic may also invoke Force Majeure in all cases where its performance becomes particularly onerous or impossible. The following circumstances constitute Force Majeure, by way of an indicative but not comprehensive list:

- natural disasters (earthquakes, fires, floods, storms, etc.);
 - armed conflicts, wars, disputes, attacks, uprisings, terrorist acts;
 - trade union or labor conflicts or disputes, lock-outs, general and industry strikes or strikes at the plant of C.Matic or C.Matic's of the same;
 - trade union conflicts or disputes, general or industry or plant strikes or lock-outs, even if relating to C.Matic's of C.Matic, hauliers, service companies, shipping agents, post offices in general or, in any case, all those involved in the production process;
 - orders of judicial, government or public authorities in general;
 - prohibitions on import, embargoes, blocks on production imposed by the health or public authority in general;
 - accidents at work, seizures, machine faults, explosions, power shortages and any and every event that might limit or exclude the possibility of production;
 - shortages or excessive cost of raw materials.
- Where the Customer intends to invoke cases of Force Majeure, it must promptly inform C.Matic. In that case, the Customer shall also indicate to C.Matic the methods by which the Product may be collected, possibly even in a different location to that agreed, with the Customer, in that case, bearing the greater cost that C.Matic will indicate.
- In no case may the Customer invoke Force Majeure to suspend the payments of supplies

“9 Definition of prices”

The prices indicated by C.Matic are all understood to be net of taxes, rates, duties on the Product. Unless otherwise agreed, the prices are in any case understood to be “ex works”. Unless otherwise agreed, the prices will always be expressed in Euros.

10 Payments

10.1 Payment Terms

The payment of supplies, unless otherwise agreed, shall occur, at the domicile of C.Matic, irrespective of any disputes, upon receipt of the pro-forma or of the invoice in advance. C.Matic may allocate the payments received at its sole discretion, providing information thereof to the Customer.

C.Matic shall not be required to agree any discount in cases of early payment of the Product.

10.2 Payment Delays

Subject to what is indicated in this contract, in cases of non-payment of the Product within the term identified in point 10.1, interest will accrue in favour of C.Matic amounting to the rate established by Italian Legislative Decree 231/2002.

C.Matic is authorized to issue an invoice for interest in accordance with the methods set out in this point and to send it to the Customer. The invoice will also include the costs that C.Matic has

进行清算，支付所供应的产品。在未付款的情况下，C.Matic也可暂停产品的交付，拒绝进一步交货的请求和/或认为合同已终止，并拒绝任何产品订单后续进展的承诺。同样，如在付款日期之前即使仅有一笔供应仍未付款，C.Matic均可认为该产品如有存在的任何“专有性”不再适用。任何情况下，根据本条开具的发票应由客户在收取产品之前支付。

10.3 客户财务或公司状况的变化

任何可能导致对客户的偿付能力、支付或收取所提供产品的愿望或可能性发生怀疑的事件或行为均可能被视为C.Matic暂停产品供应的原因。在这种情况下，C.Matic必须向客户发送特定的通知。自收到上述通知起，客户对C.Matic的所有债务均被视为立即应付款以及所有可收回款项，并且这是与客户达成任何相反协议的克减。C.Matic也将有权从客户的仓库或工厂收回已提供但未付款的产品。客户特此授权C.Matic向司法机关提出请求，并在紧急情况下获取所需的任何措施。自本段所述之通知发送之日起，客户将要求不可撤销地预先支付为产品的后续供应所要求的任何款项，即使已被C.Matic接受，也是对现有两个订单的克减，并且C.Matic和客户之间达成的任何供货条件，即使已达成协议并存在，在任何情况下均应尊重C.Matic暂停交货和终止现有合同的权利。

如客户处于破产程序中（与债权人的安排、接管、破产、强制清算、特别行政、债务重组协议，等等），C.Matic可遵守有关追回欠款的特定规定，中断进一步的供应，将合同视为已终止并撤销该产品如有存在的任何专有权。客户必须将C.Matic通告任何有关其公司结构或管理-行政组织的重大变更，或通过初步协议的方式将其公司或分支机构的销售或租赁契约的签署做出通告。C.Matic在评估了信息或自动获取信息后，可能会向客户通告其不欲继续维持关系的意图，同时中断对已接受订单的执行。在这种情况下，C.Matic的所有账款应被理解为立即到期，并应撤销该产品如有存在的专有权。C.Matic可在任何情况下均可通过更大的损失赔偿，保留直至那时的预付款或任何已收取的款项。

10.4 客户欠款

未经C.Matic同意，即使在C.Matic承认有争议的情况下，客户也不得出于任何原因开具借方票据或贷方发票，即使已确定是由于该原因或在任何情况下均由C.Matic收取的款项，后者未明确书面承认为其债务人。任何情况下，除非获得书面授权，否则客户不得以任何理由抵销或保留应付给C.Matic的款项，以抵销其声称或确定的欠款；在这种情况下，C.Matic可能会要求支付未付款项或延迟付款的利息，并中断随后的供应。

10.5 所有权保留

产品随附C.Matic的“所有权保留”程式与保障而提供，因此直至客户以任何原因对C.Matic履行一切义务之前，该产品将仍为C.Matic的财产。客户应采取一切必要措施保护和维持“所有权保留”的权力并对产品本身可能产生的任何后果负责。“所有权保留”并不意味着对第7.2和7.3点所提出的有关产品本身运输和保管的风险与责任转移的克减。客户必须采取一切有用的措施，以免将C.Matic的产品与C.Matic的其它一种可能相似的产品混淆，并且必须将产品存放在分隔适当且易于识别的空间中。客户必须告知其自身客户，特别是在代表第三方进行处理的情况下，有利于C.Matic的“所有权保留”保障的存在且明确授权后者，如未付款或该客户要求接受破产程序的请求，与债权人或类似人士进行安排，即使通过紧急司法措施也可追回，并由客户承担产品已提供但尚未全额付款的费用。同样，客户必须同意和履行与C.Matic产品的要求，除非客户已履行与C.Matic的所有义务并出于对C.Matic的任何原因已支付所有债务。

11 责任

11.1 C.Matic的责任定义

C.Matic将对产品的正确生产和对订单中

提供的特性的遵守而负责。产品将按照欧盟现行法规生产。客户有责任及时通告意大利国家领土以外的或与产品生产或包装有关的任何特定法规或行政规定。

C.Matic对由于以下原因引起的产品缺陷概不负责：

- 由客户或客户指定的第三方提供的材料。
- 由客户或客户指定的第三方执行这些活动时出现的设计或企划错误。
- 使用由客户或由客户指定的第三方指定或提供的设备。
- 未经C.Matic书面同意对产品进行的处理、操作、改造、表面处理或加工。
- 不合规、不允许、异常、非典型或特定的用途。
- 存储、运输、保存或处理不善。
- 产品的正常磨损或由于与客户或第三方有关的事件而引起的产品退化。
- 在产品本身的维护、保存或使用方面，未遵守C.Matic的叮嘱、指示或建议。

11.2 责任范围

除下文所述之外，C.Matic的责任在任何情况下均仅限于由C.Matic认可的产品故障或缺陷而对客户的物品或人身造成的直接损害或由其本身使用而造成的损害。不包含任何关于间接损害、形象损失、收入损失、利润损失、成本、业务或盈利的损失、停产费用，即使是第三方的或在任何情况下均由产品缺陷而间接造成的后果的责任，即使是被C.Matic认可的缺陷。同样，一旦产品被自行组装、出售或与客户的产品一同组装、出售，C.Matic对产品可能对第三方造成的损害概不负责。

在任何情况下，C.Matic均不对产品目录中所列性能的不足承担责任。客户在产品被交付后，将不可撤销地放弃对C.Matic采取任何行动的权利，而对C.Matic的责任范围以外的任何其它索赔，其延伸范围仅限于本段中所述之情况。同样，在对第三方任何侵权行为的侵犯情况下，C.Matic也不承担任何责任，除非客户可通过C.Matic证明其专利或产权的知识的存在。

任何情况下，C.Matic的责任范围应被理解为依据所提供产品的价值而固定，并被C.Matic认为有缺陷。通过向客户提供相同类型和相同技术特性的替代产品，C.Matic可免除任何责任。任何情况下，在交货或收到产品可用性的确认后，客户放弃提出除本条所述之外的任何其它或额为索赔的权利，同时应被视为客户不可撤销地放弃要求任何性质下的损害赔偿或索赔的权利。

12 司法权

产品供应以及因执行合同而产生的任何后果，或在任何情况下与合同和/或订单的订立相关的任何事实，无论如何都将强制性交与意大利司法机构以及意大利现行法律，排除外国司法机构或法规的有效性。即使是外国司法机构，C.Matic可单方面酌情决定其适用性，以保护其信用权或供应后的信用权。

13 针对纠纷的司法法庭

C.Matic及其客户承诺尽最大努力，友好解决双方之间与产品供应相关或由产品供应引起的任何纠纷。任何情况下，任何与当事人之间关系有关的纠纷，或与产品供应或合同中甚至是部分的解说与执行有关的，或由其引起的任何其它原因及后果在客户与C.Matic之间产生的纠纷，除非C.Matic根据上一段所述的权力做出不同的决定，均应被视为蒙扎法院的专属与强制性司法权及责任。如由此引起任何诉讼，C.Matic有权追回C.Matic因强制执行C.Matic的任何权利所产生的所有合理的律师费、成本及费用。

incurred for that activity. The Customer must immediately proceed with the payment of what is due. Where an invoice is issued for interest and/or costs for delayed payment, C.Matic may, at its sole discretion, allocate all payments subsequently made by the Customer to settle the invoice for interest and costs and, only for any residual amount, to payment of the Product supplied. C.Matic may also, in the case of non-payment, suspend the delivery of the Product, refuse the request for further deliveries and/or deem the contract terminated or also the commitment made to process any subsequent orders of the Product.

Similarly, C.Matic, in the case of non-payment by the payment date of even just one supply, may deem any "exclusivity", if existing, of the product no longer to apply. The invoice issued in accordance with this article shall, in any case, be paid by the Customer prior to collecting the Product.

10.3 Changes in the financial or corporate situation of customers

Any event or conduct that might lead to doubts about the solvency of the Customer or its desire or possibility to pay or collect the Product supplied may be considered a reason for the suspension of the supply of the Product by C.Matic. C.Matic, in that case, must send to the Customer a specific communication. From receipt of the aforementioned communication, all debts of the Customer towards C.Matic shall be understood to be immediately due and the sums all collectable, and this is in derogation of any agreement to the contrary that may have been made with the Customer. C.Matic will also be entitled to take the Product supplied but not paid from the warehouses or plants of the Customer. The Customer hereby authorizes C.Matic to request and obtain from the judicial authority and also as a matter of urgency any measure required.

From the date of sending the communication referred to in this paragraph, the Customer will be required, irrevocably, to pay, in advance, any sum requested for subsequent supplies of the Product, and this is in derogation of both existing orders, even if accepted by C.Matic, and any supply condition even if agreed and in existence between C.Matic and the Customer, subject in any case to C.Matic's right to suspend the deliveries and terminate the existing contract.

Where the Customer is subject to insolvency proceedings (arrangement with creditors, receivership, bankruptcy, forced liquidation, special administration, debt restructuring agreement, etc.) C.Matic may, in compliance with the specific regulations in relation to recovery of credits, suspend the further supplies, deem the contract terminated and revoke any exclusivity, if existing, of the product. The Customer is required to communicate to C.Matic any significant change to its corporate structure or its managerial-administrative organization or the signature of deeds of sale or rental of the business or branches of the same even by way of preliminary agreement. C.Matic, having assessed that information or where the same has been acquired autonomously, may communicate to the Customer its intention not to continue the relationship, also suspending the implementation of orders already accepted. In that case, all credits of C.Matic shall be understood to be immediately due and the exclusivity, if existing, of the product revoked.

C.Matic may in any case retain, by way of greater damages, the advances or anything collected up until that time.

10.4 Credits of the Customer

The Customer may not, for any reason, even in cases of dispute recognized by C.Matic, issue, without the consent of C.Matic, debit notes or invoices for credits even ascertained to be due to it or in any case charge C.Matic sums of which the latter has not, expressly and in writing, acknowledged to be the debtor of. The Customer may not, in any case, except with written authorization, offset or retain sums due for any reason to C.Matic against its own alleged or ascertained credits; in that case, C.Matic may claim interest for non-payment or delayed payment and suspend the subsequent supplies.

10.5 Retention of Title

The Product is supplied with the formula and guarantee for C.Matic of "Retention of Title", such that the product will remain the property of C.Matic until the Customer has fulfilled every obligation for any reason existing towards C.Matic.

The Customer shall implement every measure necessary for the protection and safeguarding of the right of "Retention of Title" and will be liable for any consequence that might derive to the product itself. The "Retention of Title" does not imply a derogation of what is provided at points 7.2 and 7.3 in relation to transfer of risk and liability for transportation and custody of the product itself.

The Customer is required to implement every useful measure so as not to confuse C.Matic's product with another possibly similar product of other C.Matic's, and it must store the product in spaces appropriately separated and easily identifiable.

The Customer is required to inform its customers, particularly in the case of processing performed on behalf of third parties, of the existence of the "Retention of Title" guarantee in favour of C.Matic, expressly authorizing the latter, in the case of non-payment by the Customer or a request by the same for admission to insolvency proceedings, arrangement with creditors or similar,

to recover, even by urgent judicial measure, and at the expense of the Customer, the Product supplied and not yet paid for in full. Similarly, the Customer must consent to the amicable collection of the Product by C.Matic, where requested by it, except where the Customer has fulfilled every obligation in place with C.Matic and paid every debt for any reason existing towards C.Matic.

11 Liability

11.1 Definition of liability of C.Matic

C.Matic will be liable for the correct production of the product and for complying with the characteristics provided in the order. The Product will be produced in compliance with existing EU legislation. It will be the responsibility of the Customer to communicate in good time any specific regulatory or administrative provision outside the Italian national territory or that may relate to the production or packaging of the Product.

C.Matic will never be liable for defects of the Product when these are attributable to:

- materials supplied by the Customer or by third parties indicated by the customer.
- design or planning errors when those activities are implemented by the Customer or by third parties indicated by the Customer.
- use of equipment indicated or provided by the Customer or by third parties indicated by the Customer.
- treatments, manipulations, transformations, surface treatment, or processing performed on the Product without the written consent of C.Matic.
- non-compliant, non-permitted, anomalous, atypical or particular use.
- poor storage, transportation, conservation or handling.
- normal wear of the Product or deterioration of the same attributable to events referable to the Customer or to third parties.
- lack of compliance with recommendations, indications or suggestions of C.Matic in relation to maintenance, conservation or use of the product itself.

11.2 Limits of Liability

The liability of C.Matic, except as stated hereinafter, will in any case be limited only to direct damages caused to things or persons of the Customer or used by the same due to faults or defects of the Product recognized by C.Matic as attributable to the same. Any liability for indirect damages, loss of image, loss of income, loss of earnings, costs, loss of business, of profit, costs for production shutdowns even of third parties or in any case as an indirect consequence of the defect of the product, even where the defect is recognized by C.Matic, is excluded. Similarly, C.Matic may never be liable for damages that the product may have caused to third parties once the Product is assembled, sold autonomously or together with the product of the Customer.

In no case C.Matic will be liable for lack of performance in addition to those indicated in the catalog. The Customer, upon delivery of the product, irrevocably waives the right to take action against C.Matic for any other claim that is outside the liability of C.Matic, the extension of which is that limited to what is stated in this paragraph. Similarly, any liability of C.Matic is excluded in the case of infringement of any property rights of third parties except where the Customer can prove the knowledge by C.Matic of the existence of patents or property rights.

In any case, the limit of liability for C.Matic is understood to be fixed at the value of the product supplied, and accepted as defective by C.Matic. C.Matic may be exempted from any liability by offering to the Customer a replacement product of the same type and with the same technical characteristics. The Customer waives, in any case, with the delivery or receipt of confirmation of the availability of the product, the right to make any other or additional claims than those indicated herein, being understood that the Customer irrevocably waives the right to claim damages or compensation of any nature.

12 Jurisdiction

The supply of the product and any consequence deriving from implementation of the contract or, in any case, any fact connected to or aimed at the conclusion of the contract and/or the order, will always and in any case, mandatorily be submitted to Italian jurisdiction and to the laws in force in Italy, with the validity and applicability of foreign jurisdictions or regulations being excluded.

C.Matic may, at its sole discretion, deem applicable, even foreign jurisdictions, to protect its rights of credit or those consequent to the supply.

13 Court with Jurisdiction for Disputes

C.Matic and the Customer undertake to make all their best efforts to settle amicably any disputes that might arise between them for any reason that is connected to or results from the supply of the product.

In any case, any dispute that might arise in relation to the relationship between the parties or for any other reason or consequence that is connected to or results from the supply of the Product, or the interpretation or execution, even partial, of the contract in place between the Customer and C.Matic, shall be understood to be devolved, unless decided differently by C.Matic as a result of the right set out in the previous paragraph, to the exclusive and mandatory jurisdiction and responsibility of the Court of Monza.

In the event of any litigation arising herefrom, C.Matic shall be entitled to recover all reasonable attorney's fees, cost and expense incurred by C.Matic in enforcing any C.Matic's right hereunder.