

供货和销售的一般条款 General Terms and Condition of Offer and Sale

供货和销售的一般条款（以下称作“一般条款”）

如果在报价合同（也称“报价单”）或订单确认书中声明一般条款对合同双方适用，则一般条款对双方有约束力。对于客户主张的或在其他文件中出现的其他任何条款，只有在<欧瑞康巴尔查斯涂层（苏州）有限公司>（“欧瑞康巴尔查斯”）以书面或电子形式明确接受的情况下，该条款才有效。如果在客户文件中出现任何附加的或不同的条款与一般条款有冲突的，以这些一般条款为准，在以此为基础订立的合同中不应出现任何与一般条款不同的或附加的条款。如果这些一般条款被理解为接受和确认现有合同的条件，则接受或确认的明确条件是客户同意此处包含的任何附加或不同的条款。

These General Terms of Offer and Sale (hereinafter referred to as General Terms) are binding if they have been declared applicable in the offer (also called “quotation”) or confirmation of order. Any other terms defined by the customer or in other documents are only valid if they have been expressly accepted by <Oerlikon Balzers Coating (Suzhou) Co., Ltd> (“Oerlikon Balzers”) in writing or electronically. These general terms expressly limit acceptance to its terms and constitutes notice of objection to any additional or different terms in customer's documents so as to preclude the inclusion of any different or additional terms in any resulting contract. If these general terms are construed as an acceptance or as a confirmation of an existing contract, such acceptance or confirmation is expressly conditioned on customer's assent to any additional or different terms contained herein.

1. 被涂层工件的材料要求 Material

1.1 材料必须是导电的。The parts must be electrically conducting.

1.2 涂层生成温度能够达到 500° C，因此涂层工件之材料要求能够承受 500° C 的温度而不会发生性能变化。通常冷工的材料要求能够承受经过几次不低于 520° C 的温度。通常热加工而成的高速钢，不锈钢和整体硬质合金材料都是适合涂层的材料。如果是其它材料需要涂层,需事先充分沟通。

The part must be capable of withstanding temperature of up to 500C which are reached during the coating process without suffering any damage or loss of their essential properties. By way of example: cold work tool steels which have been isothermally tempered several times at no less than 520C. Hot work tool steels, high speed steels, cemented carbide and stainless steels, are all suitable materials.

1.3 针对钎焊工件必须满足以下条件才能够进行涂层：

Brazed parts can only be coated in the following circumstances:

a) 钎焊材料必须能够经受真空高温

If the brazing material is vacuum temperature resistant (by way of example: Fontargen A317, Fontargen A321, Fontargen A325, Degussa 2168, Degussa OBL 900, Degussa Corson-Bronz and Johnson Matthey RTSN[paste]);

b) 钎焊材料中不含镉和锌 If the brazing material does not contain cadmium or zinc;

c) 钎焊的温度大于 600° C If the brazing temperature is over 600° C;

d) 钎焊材料中不含有溶剂残渣 If the brazing does not show any shrinkage or contain any flux residue.

1.4 工件能够在涂层前进行退磁处理。

The parts must be suitable for being demagnetized prior to coating.

2. 被涂层工件的表面要求 Surface Characteristics

2.1 工件表面必须是光亮并且未经处理的（典型适合涂层的表面有经过磨加工、抛光、电火花放电加工以及喷砂处理的表面）。使用钝化和磨损的砂轮磨出的表面是不适合涂层的。不适合采用蜡作为介质进行抛光，如果采用了必须先行采用合适溶剂进行清除。

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The surface of the parts must be bright and untreated (by way of example suitable surface finishes are ground, polished, finished EDM, sandblasted). Parts ground with blunt or worn grinding discs are unacceptable. All polishes should be removed from the parts with a suitable solvent.

2.2 工件必须只能涂少量的疏水油进行防锈, 适合使用的防锈油有 Castrol Rustio, DW924, Gulf No Rust MT and Esso Rust-Ban 391 (如果使用过多可能导致清洗不彻底, 从而影响涂层。)

The parts must be lightly oiled with a hydrophobic oil to protect them from rusting (by way of example suitable oils are: Castrol Rustio, DW924, Gulf No Rust MT and Esso Rust-Ban 391).

2.3 工件表面粗糙度必须 $Ra \leq 0.4\mu m$, 针对刀具 $Rz \leq 2.5\mu m$ 能够达到很好的涂层要求。

The surface roughness must be $Ra \leq 0.4\mu m$ and the surface roughness of cutting tools $Rz \leq 2.5\mu m$ to obtain optimum results.

2.4 工件刃口不能有毛刺 (针对滚刀和插刀需要去毛刺工艺, 毛刺不能过大导致去除不彻底)

There must be no burrs on the cutting edges (Burs in hobs or shaper cutters could be removed by our deburring process)..

2.5 工件必须没有加工残留物质, 盲孔不允许进行盐浴淬火。

The parts must be free of machine waste and blind holes must be free of hardening salts.

2.6 工具表面须没有任何其它的涂层.如:电镀涂层:镀镍,镀铬,镀锌,镀镉,镀锡等,无氮化,和磷化等, 没有生锈, 没有氧化层, 没有油漆, 没有彩色标示记号等。

The parts must be free from all coatings, rust, oxidation layer, paint residues and color designation markings.

2.7 工件不能是组装件 (组装件要拆开后进行涂层)。The parts must be unassembled.

2.8 根据工具的几何角度,随着孔或凹槽深度的增加,涂层会逐渐变薄, 有内凹面的工具的涂层,能被涂层的深度和宽度的比率不超过 1:1。The width to depth ratio of inner surfaces to be coated must not exceed 1:1.

3. 被涂层工件其它基本要求 General

3.1 针对一些大尺寸工件, 需要考虑装架的可行性。Large Parts must have fixation possibility.

3.2 所有的工件必须有合适的包装, 以避免运输途中的磕碰损伤。The parts must be packaged so as to avoid damage in transit.

3.3 被涂层工件需要附以下信息 (特别是第一次涂层时) The parts must be accompanied by:

a) 工件的材料信息, 包括材料牌号及回火温度信息

An indication of the material of the parts, the material number and tempering temperature;

b) 涂层区域和涂层位置的示意图或者图纸 (包括哪些位置必须涂, 哪些位置不能涂, 哪些位置无所谓)

A sketch or drawing indicating dimensions of the Parts and the surfaces to be/not to be coated.

4. 快递收货和送货注意事项 Delivered by Express

4.1 如果可能, 客户第一次采用新包装快递发货前, 应对包装进行跌落测试, 以确保包装在快递途中的安全性。

If possible, customer should do some falling tests for new packing, so that we can ensure parts by express to be safety.

4.2 当客户收到巴尔查斯通过快递送回的货物时, 请在签收前确认包装是否破损, 包装是否严重变形, 包装封口用的胶带是否带有 Oerlikon/Balzars 标示 (这很重要, 如果封口胶带不是 Oerlikon/Balzars 胶带意味着该包装可能被快递公司重新包装过)。如果遇到上述情形, 请勿签收, 应立即通知快递公司并拍照取证, 然后通知巴尔查斯销售或者客服人员。如果货物急需的话, 请和快递公司人员一起拆包并确认。

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When customer receives parts by express which is sent out by Balzers, please check if the packing gets damage or big distortion, if the seal tape is with "Oerlikon/Balzers" logo (It is very important. If the tape is without "Oerlikon/Balzers" logo, it means the package could be repacked by express company). If the packing is abnormal, please reject the package and take some pictures, and then inform Oerlikon Balzers. If it is urgent to use these parts, please unpack them with express person together.

4.3 如果客户收到快递，外包装完好，在拆包时，打开外包装后请先整体评估工具情况，如果发现内包装破损，请先拍照。拆包后请先确认数量，在确认数量正确之前请勿丢弃任何包装材料。如果发现数量缺少（特别针对刀片和杆状刀具）时，对所有刀具和包装材料进行称重，并比较快递单上的重量。

If the outside packing is good, please take a general look of inner packing. If inner packing gets damage, please take some pictures. Do not throw away any packing material before quantity is confirmed. If some parts are missing, please weigh all parts with all packing material comparing to the weight written in the express sheet.

5. 涂层防腐蚀问题 Corrosion protection information for coating

巴尔查斯涂层是设计用于提升被涂层工件的耐磨性，不是用于防护被涂层工件的耐腐蚀性。基于不同的涂层种类，有些涂层有部分耐腐蚀功能，有些涂层则对耐腐蚀没有任何防护作用，总而言之我们涂层不是用于防腐蚀作用。工件的耐腐蚀性主要依赖于工件材料本身的耐腐蚀性，因此涂层后的工件基体仍然可能发生腐蚀从而导致涂层失效。为避免受到腐蚀，涂层后的工件需要存放于良好合适的条件下。存放条件要适合于被涂层工件材料本身，考虑合适的温度和湿度，必要时使用防锈油。

Balzers coatings are designed for wear protection but not for corrosion protection (yet). There is some effect depending on the coating but in general it cannot be assumed that our coating protects against corrosion. Depending on the substrate material this means that it is possible that the substrate is even attacked where it is coated which will lead to bad adhesion and even loss off the coating. Therefore tools must be always protected against corrosion if they are stored for some time. And the storing conditions must be appropriate regarding temperature, humidity and rust-proof oil.

6. 关于涂层后工件使用寿命的问题 Tools life

6.1 巴尔查斯涂层用于提升被涂工件的耐磨性以提高工件使用寿命，然而工件的使用寿命不只是和涂层有关，还和工件本身的质量、被加工材料、加工参数等有直接相关。

Balzers coating is designed for wear protection to improve parts life. However tools life is not only related to coating, but also related to parts quality, processed material and process parameters.

6.2 当涂层后工件寿命没有达到预期寿命时，欧瑞康巴尔查斯能够对涂层本身（厚度、结合力）进行检测和验证，以确定涂层是否符合质量标准，但是客户有责任检查、确保工具本身质量、加工材料以及加工参数，我们仅限于提供我方的建议。

If actual tools life does not meet customer's life expectation, Oerlikon Balzers would be responsible for testing and inspecting the coating and confirm if the coating meet coating standard, and customer should be responsible for checking and confirming tools quality, processed material and process parameters.

6.3 针对涂层后工件（主要是刀具），客户在使用过程中没有达到预期使用寿命，并且没有及时更换，从而导致刀具造成严重的异常磨损，客户有责任对使用过程进行监控管理。

Customer should be responsible for monitoring and controlling their process to avoid abnormal wear for some tools although these tools life does not meet customer's life expectation.

7. 防锈油的使用问题 Rust-proof oil

7.1 客户工件涂层前如果需要使用防锈油参见 2.2 条内容。

If customer has to use rust-proof oil, please refer to item 2.2.

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7.2 第一次涂层时需要告知欧瑞康巴尔查斯，通过试验以确认该防锈油是否能够被我公司清洗线彻底清洗。

And information about rust-proof oil should be communicated to Oerlikon Balzers, so that we should confirm if the oil can be cleaned in our cleaning line.

7.3 客户后续如果原先没有使用防锈油，而要增加使用防锈油，或者变更使用过防锈油的牌号，请事先通知欧瑞康巴尔查斯，待试验确认后再大批导入。

If customer want to change another type of rust-proof oil or add rust-proof oil for parts which are not used any rust-proof oil, please inform Oerlikon Balzers in advance and use the oil in mass production after the trial passes.

8. 关于修磨及毛刺的问题 Grinding, regrinding and burs

8.1 修磨后的粗糙度参见 2.3。Roughness after grinding should be controlled, referring to item 2.3.

8.2 修磨表面要避免烧伤，针对之前加工过程中造成的磨损，要修磨彻底，避免修磨不到位。

No burn in the surface and removing abrasion before through grinding completely.

8.3 要确保修磨质量的一致性，以确保毛刺大小一致，能够在欧瑞康巴尔查斯去毛刺工艺中去除。

Customer shall ensure to have a good consistency of burs after grinding, which could be removed by Oerlikon Balzers' deburring process.

9. 关于进料检验和磕碰的问题 Incoming inspection and chipping

9.1 客户应确保其提供的刀具和工件符合涂层的要求，欧瑞康巴尔查斯在进料时提供抽样检验，并对其明显的缺陷挑出，欧瑞康巴尔查斯没有义务对客户的刀具进行 100%的检验。

Customer should ensure all delivered tools substrate to be suitable for coating and Oerlikon Balzers should have a sampling inspection and pick out defective tools with obvious defects. However 100% incoming inspection by Oerlikon Balzers is not obliged.

9.2 针对来料时的磕碰，针对滚刀和插刀，尺寸大于等于 0.5mm 的磕碰，欧瑞康巴尔查斯有责任予以发现，尺寸小于 0.5mm 的磕碰，欧瑞康不承担责任；针对刀片和杆状刀具，尺寸大于等于 0.3mm 的磕碰，欧瑞康巴尔查斯有责任予以发现，尺寸小于 0.3mm 的磕碰，欧瑞康巴尔查斯不承担责任。

When incoming, if chipping size is more than 0.5mm in hob and shaper cutter or more than 0.3mm in inserts and shank tools, Oerlikon Balzers has the obligation to detect the defective tools. Oerlikon Balzers' liability is excluded for chipping size less than 0.5mm in hobs and shaper cutters or less than 0.3mm in inserts and shank tools.

9.3 在欧瑞康巴尔查斯内部发生的磕碰，欧瑞康巴尔查斯应主动告知客户并承担相应责任。针对小于 9.2 中定义尺寸的磕碰，如果双方有争议，欧瑞康巴尔查斯可以在约定时间内对客户来时的刀具进行 100%全检（必要的话，在显微镜下检验），如果在检验中有发现类似磕碰，欧瑞康巴尔查斯将不对之前的磕碰承担责任，如果没有类似的磕碰被发现，欧瑞康巴尔查斯将对之前的磕碰承担相应责任。

If chipping happens during Oerlikon Balzers' process, Oerlikon Balzers should inform customer in time and take the responsibilities. If there is disagreement of chipping between Oerlikon Balzers and customer, Oerlikon Balzers could have 100% inspection, even with microscope in certain term. If same or similar chipping is detected when incoming, Oerlikon Balzers' liability is excluded for previous tools with chipping. If no chipping is detected when incoming, Oerlikon Balzers should take the responsibilities for previous tools with chipping.

9.4 针对涂层后的磕碰，包括刀具断裂，客户需要在以下 10.3 条款规定的时间内书面通知欧瑞康巴尔查斯，同时客户必须提供拆包时包括包装材料的照片，否则欧瑞康巴尔查斯不承担责任。

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In any case of chipping after coating including tools broken, customer has to inform Oerlikon Balzers in written form during the limited term which defined in item 10.3, meanwhile the pictures with packing have to be taken and sent to Oerlikon Balzers when customer unpacks these tools, otherwise Oerlikon Balzers' liability is excluded for these tools with chipping.

10. 投诉及投诉周期的问题 Complaints and complaints term

10.1 为了能够追溯欧瑞康巴尔查斯内部生产过程，客户投诉时需要提供欧瑞康巴尔查斯的生产订单号，其号码格式为“字母+6 位数字”（如在苏州中心涂层的订单号例子 A268020，在温岭中心涂层的订单号例子 G259516 等），并清楚描述问题以及缺陷产品数量。

In order to trace back our production information, customer had better tell us our production order number, which is “a letter+6 digits” (e.g. SZ center order A268020, WL center order G259516), and the problem and defective parts should be described clearly.

10.2 针对投诉的产品，在条件允许的情况下，客户应该送回不良样品，针对明显的外观问题，可以通过拍照，传送回照片。

If possible, defective samples should be sent back. Pictures for some obvious appearance problem are ok.

10.3 结合上述内容，针对明显的外观问题，包括磕碰和数量缺少等，客户发现问题后请于 24 小时内通知巴尔查斯，最迟不超过收到货物后 3 天内。

In general, obvious quality problems of visual defects, such as tools damage, tools missing etc should be informed to Balzers in 24 hours since customer finds the problem, and the deadline should be in 3 days since customer receives parts.

10.4 针对涂层使用性能方面问题的投诉，针对工具使用者，最迟在收到工具后 3 个月内必须书面通知欧瑞康巴尔查斯。如果时间过长，加上存放条件的不确定，超过 3 个月以上的涂层性能问题，难以分析和确定根本原因，因此欧瑞康巴尔查斯将不承担责任。针对工具销售商，关于涂层使用性能方面的投诉期限延长到 6 个月内有效，当然客户需要保持合适的存储环境。

Quality problem of coating performance should be informed to Oerlikon Balzers in 3 months since customer receives parts who uses the tools. If it is beyond 3 months, the root cause would not be easy to be identified because of uncertain storage condition, and Oerlikon Balzers will not be held liable. Complaint term for customer who sells tools will be effective in 6 months since customer receive tools and customer shall maintain good and appropriate storage condition for these tools.

10.5 如果在以上时效内客户没有投诉，则确认涂层后的刀具已经被客户认可和接受。

If no claims are made within the time limits stipulated above the coated substrates are deemed to have been approved and accepted.

11. 赔偿责任 Liability for coating defects

11.1 当功能面上规定点的涂层厚度是规定涂层厚度的 50%或更少或超过 150%，或是涂层没附着在功能面上，欧瑞康巴尔查斯有义务更正失误-----如果技术方面可能的话。

For claims made as failed in coating thickness when the coating thickness at the specified point on the functional surface is 50% or less or over 150% of the specified coating thickness or when the coating does not adhere to those functional surfaces. The customer is entitled to and Oerlikon Balzers has the right to correct the fault --- if technically possible.

11.2 如果失误在技术上无法修正而且该涂层基材由于此失误而不可用，则欧瑞康巴尔查斯将对涂层基材根据失误价值进行部分或全部赔偿。但是在此种情况下最大赔偿额应是索赔当时涂层服务的价值的 5 倍。

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If it is not technically possible to correct the fault, the value of the faulty, coated substrate will be partly or wholly compensated by Oerlikon Balzers when the coated substrates are not usable because of the fault. However, maximum compensation in such cases will be 5 times of the value of the coating service at the time the claim is made.

11.3 当且仅当由于涂层过程中欧瑞康巴尔查斯的不当操作直接造成刀具或工件报废，如磕碰报废，刀具遗失等，欧瑞康巴尔查斯应当赔偿该刀具的成本，针对刀具制造商，欧瑞康巴尔查斯支付刀具的制造成本，针对刀具采购者，欧瑞康巴尔查斯支付其购买价格。如果是使用过再次修磨涂层的刀具，则按照刀具使用后剩余价值进行赔偿。

Only when tools are destroyed directly by Oerlikon Balzers' operation, such as tools broken, tools missing etc. Oerlikon Balzers will pay the cost of scraped tools, which means manufacturing cost for tools maker or purchasing cost for tools purchaser. If they are recondition tools, Oerlikon Balzers just pay the rest value.

11.4 针对 6.3 中刀具涂层后没有达到客户预期使用寿命，同时造成刀具异常磨损导致报废，甚至造成被加工工件报废，经确认是由于涂层质量不合格引起，欧瑞康巴尔查斯将免除该次涂层服务的价值，并对客户损失价值进行部分或全部赔偿。但是在此种情况下最大赔偿额应是索赔当时涂层服务的价值。

In the case of short life comparing customer's expectation as defined in item 6.3 –when it is confirmed that the problem is caused by coating characters- Oerlikon Balzers will give once free coating. If tools, even work pieces are scraped because of the fault, it will be partly or wholly compensated by Oerlikon Balzers, However, maximum compensation in such cases will be the value of the coating service at the time the claim is made.

12. 涂层缺陷的责任免除 Exclusion of liability for coating defects

12.1 客户订单上的不正确或不准确信息 Incorrect or inaccurate information in the customer' s order

欧瑞康不负责由于客户在订单中规定的信息是延迟、不正确、不完全或不准确或不适宜的处理，或是客户描述的不适合的处理而引起的所有的偏差和损害。

Oerlikon's liability is excluded for all differences and damages which are due to late, incorrect, incomplete or inaccurate information or unsuited treatments prescribed by the customer in the order, or unsuited treatments described by customer.

12.2 有缺陷的基材 Defective substrates

欧瑞康巴尔查斯不负责由于提供基材的不适当状态而引起的损害，例如材料缺陷的存在、加工残余、外来杂质、生产缺陷、不适当的加热处理、锈点、除不掉的毛刺和残留、铜焊联接等，还有由于涂层加工引起的不锈钢抗腐蚀性性能降低。

Oerlikon Balzers' liability is excluded for damages which are due to the unsuitable state of the substrates supplied, e.g. the presence of defects in the material, finishing residues, foreign substances, manufacturing faults, unsuited heat treatments, rust spots, non-removable burs or residues, brazed connections, etc. as well as the reduced corrosion resistance of stainless steels caused by the coating process.

12.3 基材不准确的标签 Inaccurate labelling of the substrates

由于客户、承运人对基材的不准确标签而引起的损失、交付推迟、混乱等，欧瑞康巴尔查斯不承担任何责任。

Oerlikon Balzers declines any liability for losses, delayed deliveries, confusion, etc. which are due to inaccurate labelling of the substrates by the customer, carrier or customs authorities.

12.4 储存损害 Storage damage

尽管采取了所有合理的措施，但是基材在储存过程中还是出现了损害（锈点等），对于由于储存引起的所有损害，欧瑞康巴尔查斯不承担任何责任。

Oerlikon Balzers declines liability for all damage, which despite taking all reasonable care may arise out of the storage of the substrates (rust spots, etc.).

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12.5 次要缺陷 Minor defects

除非是故意的或是重大的过失，以下情况欧瑞康巴尔查斯不承担责任：

Barring the case of intent or gross negligence, Oerlikon Balzers is not liable for:

a) 基材不是由欧瑞康巴尔查斯进行预处理，在涂层过程中出现质量下降、尺寸变化、表面粗糙度变化和损害

A reduction of quality, changes in dimensions, changes in surface roughness and damage during coating of substrates not pre-treated by Oerlikon Balzers;

b) 功能区域以外的个别小缺陷、损害或是斑点

Individual small faults, damages or spots outside the functional areas;

c) 轻微颜色差异以及涂层基材色彩的恒定

Slight colour deviations as well as for the constancy of the colour of the coated substrate;

d) 在基材供给欧瑞康巴尔查斯涂层前，客户对基材用不适当的方法进行了处理而直接或间接引起的失误

Faults that are directly or indirectly due to the customer having used an unsuited method for treating the substrates before the substrates were supplied to Oerlikon for coating.

12.6 规定的尺寸 Prescribed dimensions

对于客户规定要求的尺寸，欧瑞康巴尔查斯不承担任何责任。

Oerlikon Balzers assumes no responsibility for holding to dimensions prescribed by the customer.

12.7 分包商的供应和服务 Supplies and services of subcontractors

对于客户要求或提供的分包商，欧瑞康巴尔查斯保证其商品和服务，但是只限于对分包范围内的债务和担保承担责任。

Oerlikon Balzers warrants for goods and services of subcontractors requested or provided by the customer to the extent of such subcontractor's warranty and liability obligations only.

12.8 缺陷责任的限制 Limitation of liability for defects

如果出现缺陷涂层，除了条款 11 明确规定的情形以外，客户无权对其进行索赔，

In the case of defective coating a customer has no other rights and claims other than those expressly stipulated in clause 10.

12.9 任何情况下欧瑞康巴尔查斯对任何间接损失（如生产损失）不承担责任。

In no way can Oerlikon Balzers held liable for any indirect damages (such as production loss).

13.对修磨加复涂的要求 Requirement for regrinding - coating

13.1 如果由于欧瑞康巴尔查斯的原因导致的赔偿，则赔偿金额不超过涂层加修磨费之和的 2 倍。

In cases where Oerlikon has the obligation to pay compensation, this compensation is limited to an amount of up to 2 - times the grinding-coating price.

13.2 客户送来修磨的材料必须适宜于修磨工艺，欧瑞康巴尔查斯只进行目视外观检查材料，并非使用设备进行精确的检测。欧瑞康巴尔查斯没有责任对客户提供的信息和数据的正确性进行复核。

To regrinding transferred material must be suitable for processing. Oerlikon only optically/visually check the material, without using equipment for accurate/precise inspection. Oerlikon is not responsible for the review of the correctness from the achieved information or data.

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13.3 修磨的程度将根据获得的信息和外观检查的结果而定。如果材料根据客户的特殊参数或图纸要求来修磨，并检验判断是否满足客户的要求，检验结果将归档保存。如果客户要求此检测报告则必须在订单中注明，且客户应为此付费。

The extent of grinding process will be set based on the obtained information and the optical inspection/test. If the material will be ground according to the customer's specification standard or drawing, the grinding will be documented via Measurement protocol in order to check customer's guideline. If customer wants documentation, he should bear the cost. A measurement protocol will be created in grinding order if necessary, as far as the customer requests.

14.数据保护 Data Protection

客户在此确认并保证，其与欧瑞康巴尔查斯接触的所有员工已经被告知并获得该等员工的书面同意：（i）其个人数据（包括但不限于姓名、姓氏、职能、专业联系方式、雇主姓名和地址、个人签名等）将被欧瑞康巴尔查斯收集并仅用于合同履行和管理的目的，并且必要时，欧瑞康巴尔查斯集团在中国或海外（尤其是欧盟和瑞士）的其他实体可以共享该等个人数据，用于 IT 和运营支持、合同集中和管理、合规目的；（ii）他们有权通过联系欧瑞康巴尔查斯中国销售团队内的销售联系人，获取其个人数据的副本，并在数据不正确或过时的情况下对其进行更正或删除。在严重关切的情况下，他们也可以撤回其对海外数据传输的同意，但如果需要其他欧瑞康实体的支持来提供最终产品/服务，这可能会危及合同的履行或与客户的业务关系管理；（iii）欧瑞康巴尔查斯将根据中国有关数据保护和网络安全法律法规使用其个人数据，并确保其保密性和安全性。

Customer hereby confirms and warrants that all its employees contacted by Oerlikon Balzers have been informed and customer has obtained written consent of such employees: (i) their personal data (including but not limited to name, surname, function, professional contacts, employer name and address and personal signature, etc.) will be collected by Oerlikon Balzers and used only for the purpose of the contract performance and management, and when necessary, Oerlikon Balzers may share with other entities in group in China or overseas (particularly the European Union and Switzerland) such personal data, for IT and operations support, contract centralization and management, compliance purposes; (ii) They shall have the right to obtain a copy of their personal data by contacting the sales contact of Oerlikon Balzers 's Sales team in China and to correct or delete such data if it is incorrect or out of date. In cases of serious concern, they may also withdraw their consent to overseas data transmission, but if the support of other Oerlikon entities is required to provide the final product/service, this may jeopardize the performance of the contract or the management of the business relationship with the customer; (iii) Oerlikon Balzers will use the personal data in accordance with China's laws and regulations on data protection and cyber-security, and ensure the confidentiality and security of such personal data.

15.反商业贿赂承诺 Anti-Commercial Bribery Promise

客户承诺遵守欧瑞康巴尔查斯反商业贿赂要求，决不为达到交易目的而向欧瑞康巴尔查斯人员提供或给付不正当利益或达成不正当的利益分成，决不为谋取不正当利益诱使欧瑞康巴尔查斯人员接受或共同编造虚假数据，影响交易价格或达成交易，或将相关合同权利义务转移给第三方，以及从事其他任何损害欧瑞康巴尔查斯利益的行为。客户同意抵制并向欧瑞康巴尔查斯举报、揭露欧瑞康巴尔查斯人员索贿和收贿的事实，欧瑞康巴尔查斯也会要求欧瑞康巴尔查斯人员遵守商业道德，抵制、举报客户相关人员索贿和收贿的事实。

Customer undertakes to comply with the Oerlikon Balzers Anti-Commercial Bribery Requirements, never provide or pay improper profits or enter into improper profit sharing to employees of Oerlikon Balzers for the purpose of the transaction, and never induce employees of Oerlikon Balzers to accept or jointly fabricate false data for the purpose of obtaining improper benefits, never influence the transaction price or conclude a transaction, never transfer the relevant contractual rights or obligations to third parties, and never engage in any other acts that detrimental to the interests of Oerlikon Balzers. Customer agrees to boycott and report to Oerlikon Balzers, exposing the facts that employees of Oerlikon Balzers solicit and accept bribes. Oerlikon Balzers will also ask the employees of Oerlikon Balzers to abide by business ethics, resist and report the facts that customer-related personnel solicit and accept bribes.

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欧瑞康巴尔查斯涂层（苏州）有限公司

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