

## Tru Bend 1225 (B41)



本文档中的所有插图均为标准示例，实际产品可能与插图所示的不同。

通快中国: Cecilia Li

邮箱地址: [siyan.li.external@trumpf.com](mailto:siyan.li.external@trumpf.com)

座机/手机: 0512-53677293/ 17772238630

公司地址: 江苏省苏州市太仓市南京东路 68 号

## 1. 合同条款 / Terms and conditions

### 付款条件

本合同签署之日起的五（5）个日历日以内支付相应商务合同总金额的 30%款项；机器出厂之前的五（5）个日历日以内支付相应商务合同总金额的 70%款项。

### 交货期

- 收到订单及相应预付款之后的 8 周出厂。

### 安装

- 设备安装，调试由卖方维修工程师负责。设备按卖方维修工程师指导，买方去除包装及将设备就位。在卖方服务工程师到达之前，买方需按照卖方的《安装、操作说明》及要求预先准备。
- 买方应按附件中的《安装用户准备条件自检清单》检查安装条件，在确定完全符合此清单上要求后签字，并在机床出厂前和卖方服务工程师到达买方工厂前，传真到卖方服务中心 (传真号码：021-6171 9001)，以便卖方服务工程师安排适合双方的到厂装机时间。

### 质量保证

- 卖方提供给买方在签署《设备最终验收报告》之日起为期 12 个月的，或者在货物发货之日起为期 15 个月的产品质量保障(质保截止日期以以上两种情况中的先到者为准)。质量保证保证所售出的设备不存在由设计，材料，制造过程所导致的质量问题并保证设备的配置与质量标准与相应商务合同中约定的相符。产品质量保障只有在以下情况下有效：买方在任何时间都由合格的操作人员按照卖方所提供的操作与维护手册进行机床的操作和维护。
- 易损易耗件不在质保范围内。

### 培训

- 买方原则上应选派合格的专业人员，于机床交货前前往卖方培训中心按照卖方所提供的培训课程进行专业培训。只有经过卖方培训中心培训并完成认证后的人员才允许操作和维护相关设备。
- 买方参与培训的人员在培训期间，卖方培训中心提供午餐和住宿（不包括从买方至卖方培训中心的交通费用）。
- 买方派遣到卖方培训中心参加培训人数限制两（2）人。
- 若买方有任何特殊需求，以上培训也可以在买方现场进行，实际的费用另计。

### 调试

- 设备安装完毕，由卖方进行调试，在证明设备无故障正常操作后，双方签订相应的《设备最终验收报告》，卖方正式将设备移交于买方。

## 卸货、去除包装及设备定位

- 当机器运到买方工厂现场后，买方必须立即将机器放置于买方厂房内。不允许将机器放置在室外。将机器从装载卡车移到工厂厂房内是买方的职责。
- 卖方的服务工程师有义务对机器去除包装，设备定位直到机器最终验收整个流程进行监督，买方安排的专业吊索公司及本地的物流公司进行去除包装和设备的定位作业，都必须在卖方服务工程师的指导和监督下进行。
- 卖方建议买方，在机器运输到工厂前，将所有的安装条件准备好，以便于卖方工程师一次性监督去除包装及机器就位等工作。如果买方没有在卖方工程师来安装设备前将所有安装条件准备好，则卖方工程师必须在买方准备好后再次前往买方工厂，这将导致买方不必要的额外费用。

## 原产地

该款机器设备是由通快（中国）有限公司生产的。其原产地在海关法上为中华人民共和国。

## Payment

### **Payment Terms:**

30%:in T/T 5 days after signing the contract

70%:in T/T 5 days before EXW from manufacture

## Delivery

- 8 weeks Ex-work after contract signed and down payment is received by the Seller.
- DDP Delivered custom-paid Customer Site

## Guarantee of Quality

- The Seller agrees to provide the Buyer with a product quality warranty of a period of 12 months commencing from the date of Final Acceptance Protocol or 15 months after the date of delivery, whichever comes first. The warranty guarantees that the machines are free of defects due to faulty design, materials or manufacturing and that they fully comply with the specification as well as the quality standards stipulated in the contract. The product quality warranty shall be only valid provided that the Buyer has at all times operated and maintained the machines through suitably qualified personnel and in compliance with the instructions in the operational manual and the maintenance manual issued by the Seller.
- Wearing parts and consumables are excluded from the warranty.

## **Installation**

- *The machinery shall be installed and started up by a TRUMPF service technician. Smooth installation and commissioning requires that the machine be unloaded and removed from its packing at cost of and by the customer and be positioned at its final installation site inside the workshop. TRUMPF installation conditions must be fully complied with and made readily available before the arrival of TRUMPF service engineer at factory.*
- *Installation conditions are specified here below in Chinese language in the form of a checklist and it must be duly signed by customer's responsible manager to substantiate the readiness of requested installation conditions and faxed to TRUMPF service center in Shanghai at fax number: 021-6171 9001, before the machine is delivered and TRUMPF service can schedule its service engineers to arrive at factory on a date suitable for both parties. The machine quality can be guaranteed only when the conditions meet TRUMPF requirements.*

## **Training**

- *Buyer is obligated to send qualified employees to attend professional training in Seller's training facilities before the goods delivery. Operators shall not operate and maintain the equipment until they finish the professional training by the Seller.*
- *Hotel and lunches for Buyer's training attendees during the training course at Seller's training facilities are organised and paid by the Seller (The transportation costs to Seller's training facilities are not included.).*
- *Attendees from Buyer of each training course are limited to TWO persons.*
- *If Buyer has special needs, the training can also be carried out at End-user's facility with sperate cost.*

## **Commissioning**

- *Commissioning directly continues after the completion of machine installation by TRUMPF service engineer. Duly signed acceptance protocol serves as proof to certify the faultless operation of the machine.*

## **Unloading, Unpacking and Positioning**

- *When machine is transported on site factory, customer is obliged to take immediate action to put the machine inside the workshop under the roof. It is not allowed under whatsoever contexts to stock the machine in the open air. Unloading the machine off the lorry truck and moving it into the workshop fall within the responsibility of the customer.*
- *It is the duty of TRUMPF service engineers to be present to supervise the unpacking and positioning of the machine into the final position inside customer's workshop, whereas customer will arrange professional rigging services and facilities by local logistic firms to do the actual unpacking and positioning work, under the guidance and supervision of TRUMPF service expert.*
- *It is recommendable for end user to make all installation conditions ready and available before machine will be transported on site, thus making it feasible to fulfill such work as unloading, unpacking and positioning in a row with the presence of sell's engineers in one trip. This will save the costs for the customer to pay for the local logistic firms to do the rigging work, as this necessitates only one time service instead of two times, if conditions are not ready and unloading and unpacking & positioning have to be carried out by two separate operations and arrangements.*

## **Country of origin**

*The machine plant is manufactured by TRUMPF (China) Co., Ltd., Taicang. Its customs origin is China.*

*Additional expansion stages, if any, have the following origin:*

- *Automation AL35 LiftMaster, AL34 LiftMaster Compact, AL30 LiftMaster Linear Basic, AL33 LiftMaster Store/ Linear/ Store Linear, AL28 SortMaster: TRUMPF Sachsen GmbH in Neukirch near Dresden / Germany or TRUMPF Werkzeugmaschinen GmbH in Hettingen / Germany*
- *Automation AL29 PalletMaster Tower: TRUMPF Liberec, spol. S.r.o. in Liberec / Czech Republic*
- *Car systems: Stopa Anlagenbau GmbH & Co KG in Achern / Germany*
- *Stopa Lagersysteme: Stopa Anlagenbau GmbH & Co KG in Achern / Germany*
- *TRUMPF Storage Systems: TRUMPF Liberec, spol. S.r.o. in Liberec / Czech Republic*

## **Export**

*Export/shipment of the products to be supplied by TRUMPF in the case of further direct delivery to countries outside the European Community may be carried out under certain conditions (product, destination country, end user, etc.) in accordance EC dual-use ordinance, the German Foreign Trade and Payments Act (AWG, AVW), the Austrian Foreign Trade and Payments Act (AußWG 2011) as well as the US re-export regulations (EAR).*

*If need be, please contact your responsible contact person at TRUMPF – should you not have already been so advised.*

*In the event of an export permit requirement under the Foreign Trade and Payments Act / Dual Use Ordinance / US re-export law, delivery abroad is subject to the approval of the responsible authorities BAFA (Federal Office of Economics, Germany); the Federal Ministry of Science, Research and Industry (BMFWF), Austria and, if applicable, the Bureau of Industry and Security (BIS) of the USA.*

*Regarding domestic deliveries to exporting companies, we would like to point out that these companies themselves are responsible for applying for the above export license.*

*The dispatch of products subject to issue of an authorization by TRUMPF (= consignor) on behalf of exporting companies (= exporters) can only take place if the exporter submits a copy of the necessary authorization to TRUMPF.*

*The purchaser undertakes to make available all information and documents (for example, the final declaration of an export permit, etc.) to TRUMPF that are requested by TRUMPF should this be necessary.*

*In the case of re-export of US products or of US products installed in our machines/plants, a re-export authorization may also be required from the responsible US authority, the Bureau of Industry and Security (BIS).*

*If need be, please contact the contact person responsible for you at TRUMPF.*