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remmert
we make material flow

Friedrich Remmert GmbH / Remmert GmbH General terms and conditions of delivery and payment

Friedrich Remmert 有限责任公司 / Remmert 有限责任公司 一般交货和支付条款

PART I
TERMS AND CONDITIONS FOR ALL LEGAL RELATIONS

第一部分
对应所有法律关系的商业条款

1. SCOPE

1.1
The following General Terms of Delivery and Payment apply to all deliveries and services of Friedrich Remmert GmbH / Remmert GmbH (hereinafter: Remmert).

Deliveries and services, i.e. contractual products in the sense of these Terms and Conditions are the development, planning, manufacture and delivery of plant and systems, in particular storage and handling systems, including the associated control and material flow technology (hardware and software), which are either supplied according to the specifications of the Buyer or as standard products.

1.2
The following general terms and conditions of delivery and payment apply to

- a natural or legal person who, when concluding the contract, is acting in the exercise of his commercial or self-employed professional activity (entrepreneur)
- legal entities under public law or a special fund under public law.

1.3
The General Terms and Conditions of Delivery and Payment shall also apply to all future business relations, even if they are not expressly agreed again.

Differing conditions of the Buyer which Remmert does not acknowledge are not binding on Remmert, even if Remmert does

1. 适用范围

1.1
以下一般交货和支付条款适用于Friedrich Remmert 有限责任公司 / Remmert有限责任公司（以下简称：Remmert）提供的所有交货和服务。

交货和服务，即在本条款下的合同产品，是指设备和系统的开发、计划、制造和交货，尤其是指仓储和输送系统，并包括相关的控制和物料流技术（硬件和软件），其可按买方要求订制或以标准产品形式提供。

1.2
以下一般交货和支付条款适用于

- 缔结合同时正在从事商业或个体经营活动（企业主）的自然人或法人，
- 公法法人或公法特别基金法人。

1.3
一般交货和支付条款也适用于未来所有的业务关系，即使其未被再次重申。

对于与之相异的、Remmert未予认可的条款，Remmert不承担任何责任，即使Remmert没有明确表示反对。

not expressly object to them.

2. OFFER AND CONCLUSION OF CONTRACT

2.1.
All offers from Remmert are based on these conditions.

A contract comes into effect with the written order confirmation of the Remmert Company, if not concluded in a separate agreement.

2.2
All agreements made between Remmert and the Buyer in connection with the deliveries and services of the Remmert Company are set down in writing in the purchase contracts, contracts for work and services or contracts for work and materials, these Terms and Conditions and the order confirmation of the Remmert Company. There are no verbal subsidiary agreements.

2.3
The conclusion of a contract is subject to the condition precedent that the trade credit insurer of the Remmert Company has given positive information after checking the creditworthiness of the Buyer.

2.4
If the Buyer intends to finance the contract item by means of leasing after the legally valid conclusion of the contract with Remmert, Remmert is only obliged to let the Lessor enter into the contract in place of the Buyer or to conclude a new contract with the Lessor for the same contract item under the following conditions:

- The Lessee must enter into all obligations of the Buyer under the leasing contract.
- Remmert's obligations may not be extended into the contract with the Lessor.
- The contract between Remmert and the Lessor must not contain any provisions that are disadvantageous to Remmert compared with the original contract.

3. PRICES, TERMS OF PAYMENT, PLACE OF DELIVERY

3.1
Prices and delivery are ex-works, i.e. EXW Ex-Works according to Incoterms 2020, unless otherwise agreed with the Buyer.

The prices shall apply plus value added tax (VAT) at the statutory rate applicable at the time.

3.2
The purchase / delivery price for the respective contractual product is due and payable as follows:

- 30% of the total purchase price resulting from the order

2. 报价和缔结合同

2.1
Remmert所有的报价均基于本条款。

如果没有另外达成特殊协议，则合同在由Remmert公司书面签署确认后生效。

2.2
Remmert与买方之间就交货和服务达成的所有协议均以书面形式在采购、生产或产品交货合同、本条款以及Remmert的订单确认书中列出。
不存在其他口头协议。

2.3
合同缔结存在先决条件，即当Remmert公司的商业信用保险人对买方的信誉度进行检查并为Remmert提供了其积极肯定的信息之后。

2.4
如果买方在与Remmert签订了具有法律效力的合同之后，有意以租赁方式为合同的标的物提供资金，则Remmert仅有义务在以下情况下允许出租人代替购买者在合同中的位置，或与出租人就同一标的物缔结新合同：

- 承租人必须承担租赁合同中规定的所有买方义务。
- 在与出租人的合同中Remmert的义务不能被扩展。
- Remmert / 出租人的合同不得包含任何相较于原始合同对Remmert不利的规定。

3. 价格，付款方式，交货地点

3.1
价格和交货为出厂价和工厂交货，即根据Incoterms 2020定义的EXW - Ex Works, 除非与买方另有协议。

价格需另加法律规定法定增值税。

3.2
相应合同产品的购买 / 交货价格的付款期及支付规定如下：

- 在发送订单确认书后的15个日历日内，支付根据订单确认书中购买总价的30%。

confirmation within fifteen (15) calendar days after sending the order confirmation.
- 60 % of the above-mentioned total purchase price within fifteen (15) calendar days of Remmert's notification of readiness for dispatch, at the latest on the date of the Forwarders Certificate of Receipt (FCR).

- 10 % of the total price within sixty (60) days after the date of the FCR (Forwarders Certificate of Receipt).

- 在Remmert发出待运通知的15个日历日内支付购买总价的60%，最迟支付日期为在货运代理人收讫货物证明（FCR Forwarders Certificate of Receipt）之日。

- 货运代理人收讫货物证明日期后60天内支付购买总价的10%。

3.3
The Buyer is also in default without a reminder from Remmert if he does not pay the agreed price or the agreed part payment within thirty (30) days of the due date and receipt of the invoice or an equivalent payment schedule.

If the Buyer is in default with a payment, Remmert is entitled to demand interest from the relevant point in time at eight (8) percentage points above the respective base rate (§247 of the German Civil Code). Remmert reserves the right to prove higher damages.

If an agreed payment deadline is exceeded, Remmert may demand the customary bank interest on the outstanding claim even without default on the part of the Buyer from the time when this payment deadline is exceeded.

3.3
即使没有收到Remmert的提醒，如果买方在到期日和收到账单或等效收款通知后的30天内未支付约定款项或约定部分款项，则视为买方拖欠付款。

如果买方拖欠付款，那么Remmert有权要求从相应时间点开始，按8%的相应基本利率（德国民法典第247条）收取利息。 Remmert保留提供更高损失证明的权利。

即使买方未延误付款，Remmert可在付款未按约定履行之时，对未付清尾款按照银行惯例利息收取费用。

3.4
The Buyer is only entitled to set off or exercise a right of retention if the counterclaims have been legally established, acknowledged by Remmert or are undisputed. Furthermore, a right of retention can only be asserted if the counterclaim is based on the same contractual relationship.

3.4
仅当买方的反诉在法律上成立、经Remmert承认或不存在异议，其才享有抵消或留置权。此外，只有在反诉基于同一合同关系的情况下，才能行使留置权。

4. FORCE MAJEURE / LACK OF SELF-DELIVERY

4. 不可抗力/自供不足

4.1
The time of delivery and performance is determined by the agreements of the contracting parties.

Delivery dates or periods that are not expressly agreed as binding are exclusively non-binding information.

Compliance by Remmert with the periods and deadlines assumes that all commercial and technical questions between the parties to the contract have been clarified and that the preliminary work and cooperation obligations of the Buyer (e.g. preliminary work on the part of the Buyer, the provision of any necessary official certificates or permits, agreed payments, etc.) have been properly performed.

If this is not the case, the delivery / performance period is to be extended appropriately, unless Remmert is responsible for the delay.

In the event of changes to the scope of delivery / performance

4.1
交货时间和服务提交时间取决于缔约双方之间的协议。

协议未明确规定具有约束力的交货日期或限期时，均视其为非约束性信息。

Remmert遵守限期和约定日期的前提是，缔约双方已阐明所有商业和技术问题，并且买方的初步工作和配合义务（例如现场的土建初步工作、提供必要政府证明或许可证、商定的付款等）已合规完成。

若不是这种情况，则交货期 / 服务提交限期会适当延长，除非延期是由Remmert造成。

如果后续交货或服务范围发生必须的更改或买方后续希望对其进行更改，则交货期 / 服务提交期限也将适当延长。

that become necessary subsequently or are requested by the Buyer, the period for delivery / performance shall also be extended appropriately.

4.2

In cases of force majeure, Remmert shall from the time when the force majeure event first constitutes an impediment to performance be released from its obligation to deliver and perform and from the performance of other contractual obligations as well as from any liability for damages or from other claims of the Purchaser for breach of contract for the duration and to the extent of the existence of the force majeure event.

The delivery and performance time shall be extended accordingly.

Force majeure events are unforeseeable circumstances for which Remmert is not responsible and which are beyond Remmert's control and prevent Remmert, in whole or in part, from fulfilling its performance obligations.

Force majeure exists in particular in the following cases (this list is not exhaustive):

- Epidemics, pandemics, endemics
- Natural disasters, e.g. floods, earthquakes, wildfires
- Acts of terrorism, sabotage or piracy
- Lawful or unlawful official acts, official orders, rules, regulations or instructions which prevent Remmert from fulfilling its obligations in whole or in part
- War, armed conflict and hostilities or serious threats thereof, as well as civil war, riot, revolution, military or usurped power and mob violence
- Explosion, fire or destruction of machinery, equipment or production facilities
- Prolonged unavailability of transport, telecommunications or electrical means or routes
- Strikes and lawful lockouts

Supply difficulties and other disruptions of performance on the part of Remmert's sub-suppliers shall be deemed force majeure insofar as the sub-supplier is for its part prevented from performing the service incumbent upon it by a force majeure event pursuant to the preceding paragraphs.

Remmert shall immediately notify the Purchaser of the occurrence and the cessation of the force majeure event and use its best endeavours to limit the effects of the event as far as possible.

In the event of force majeure, both contracting parties shall consult each other on how to proceed.

Each contracting party shall be entitled to withdraw from the

4.2

I在不可抗力的情况下，自因不可抗力履约受阻之时起，免除此事件持续期间和范围内 Remmert 的交付和履约义务、履行其他合同的义务，以及免除任何损害赔偿责任或订货方因违约而提出的索赔。

交付和履约时间适当延长。

不可抗力事件并非由 Remmert 造成且不可预见，超出了 Remmert 的控制范围，并阻碍 Remmert 履行其全部或部分义务。

不可抗力尤其存在于以下情况（此清单并不详尽）：

- 流行病、大流行病、地方病
- 自然灾害，例如洪水、地震、大范围火灾
- 恐怖行为、破坏活动或海盗行为
- 致使 Remmert 无法履行其全部或部分义务的合法或违法官方行为、官方指令、规则、条例或指示
- 战争、武装冲突和敌对行动或其严重威胁，以及内战、暴乱、革命、军权或篡权和群众暴动
- 机器、设备或生产厂爆炸、火灾或毁坏
- 运输工具、电信或电力设备或线路长期故障
- 罢工和合法隔离

如果 Remmert 上游供应商因前述条款的不可抗力事件而无法履行其应尽的服务，则将上游供应商的供应困难和其他违约视为不可抗力。

Remmert 立即通知订货方不可抗力的发生和停止，并将尽最大努力降低不可抗力的影响。

在发生不可抗力时，合同双方应就进一步的应对行动进行磋商。

如果 Remmert 公司已通知发生不可抗力，并满足以下条件，则合同任意一方均有权废除受不可抗力影响的合同：

- 不可抗力持续两个月以上，或可预见超出这一期限，并且Remmert 公司尚未开始制造待交付的设备或组件；
- 或 Remmert 已经开始制造交付物品，并且不可抗力持续超过六个月，或可预见其持续时间超出这一期限。

应撤销双方的相互服务；Remmert 立即归还订货方已支付的款项。解除双方进一步的相互索赔权。

contracts affected by the force majeure event if Remmert has given notice of the occurrence of the event and the following conditions are fulfilled:

- The force majeure event lasts longer than two months or it is foreseeable that it will last beyond such a period and Remmert has not yet commenced started the construction of the plant or component to be delivered;
- or Remmert has already commenced construction of the delivery item and the force majeure event lasts longer than six months or it is foreseeable that it will last longer than six months.

Mutual performance by the parties shall be cancelled; payments already made by the Purchaser shall be reimbursed by Remmert without delay. Further mutual claims of the parties shall be excluded.

4.3
In other cases, i.e. a failure on the part of Remmert's suppliers to deliver the goods or materials to Remmert in time (non-availability of performance) which is not attributable to force majeure, Remmert shall inform the Purchaser thereof without undue delay and at the same time inform the Purchaser of the expected new delivery time. If the delivery or service is not available even within the new delivery period, Remmert shall be entitled to withdraw from the contract. Remmert shall immediately reimburse any payments already made by the Purchaser.

Any claims of the Purchaser exceeding the claims for reimbursement shall be excluded.

4.3
在其余情况下，即并非因不可抗力，而是配件厂致使 Remmert 未及时自供服务或材料（未获得服务），Remmert 将立即通知订货方，并同时告知预测的新交货期。如果在新的交货期内也无法交付或获得服务，则 Remmert 有权撤销合同。Remmert 立即归还订货方已支付的款项。

解除订货方任何超出退款要求的索赔权。

4.4
The agreed delivery period is deemed to have been met if, by the time it expires, the delivery item has been made available for collection ex-works and Remmert has notified readiness for dispatch.

Insofar as acceptance prior to delivery has been agreed, the notification by Remmert that the item is ready for acceptance is decisive for compliance with the delivery period.

4.4
当货物已经在Remmert工厂等待提货，并且Remmert已表示做好了发货准备时，则约定的交货期限已履行。如果出货之前约定了验收，Remmert给出的可取货通知标志着交货期已履行。

4.5
If the collection or acceptance of the delivery item or the contractual product is delayed for reasons for which the Buyer is responsible, the Buyer shall bear the costs incurred by the delay, beginning two weeks after notification of readiness for collection or acceptance.

4.5
如果由于买方的原因造成货物或合同产品取货或验收延误，则由买方承担从给出发货或验收通知两周起因延误而产生的费用。

5. TRANSFER OF RISK

5. 风险转移

5.1
The risk passes to the Buyer when the delivery item has left the Remmert works.

This also applies if partial deliveries are made or Remmert has taken over other services, e.g. delivery, assembly and commissioning or shipping costs.

5.1
自货物离开Remmert工厂起，风险转移给买方。

这也适用于部分交付，或Remmert承担了其他服务时的情况，例如发货，组装和调试或承担运输成本。

5.2
If acceptance is to take place in the Remmert works, the acceptance is decisive for the passing of risk.

Acceptance must be carried out on the acceptance date, alternatively immediately after Remmert has notified the Buyer that the goods are ready for acceptance. The Buyer may not refuse acceptance in the case of a minor defect.

5.3
If the collection or acceptance is delayed or does not take place as a result of circumstances that are not attributable to Remmert, the risk passes to the Buyer on the day of the notification of readiness for dispatch or acceptance.

5.4
Partial deliveries are permissible insofar as they are relevant and reasonable for the Buyer.

6. RETENTION OF TITLE

6.1
Remmert reserves the right to ownership of the object of the purchase contract, contract for work and services or contract for work and materials until all payment obligations have been fulfilled in full, also for any additional services owed under the respective contract.

6.2
The Buyer may not sell, pledge or assign as security the object of the contract subject to retention of title until all payment obligations have been fulfilled in full.

6.3
Before complete fulfilment of all payment obligations, the Buyer is only entitled to process or sell the goods in the ordinary course of business, but not to pledge or assign them by way of security, if he has clearly ordered the goods as a system integrator or other intermediary and as long as he is not in default of payment or there is no reason to apply for insolvency.

The Buyer hereby assigns to Remmert in advance all claims against third parties arising from the processing or sale of the goods to secure the payment claims of Remmert. This assignment applies irrespective of whether the reserved goods are sold without or after processing.

Notwithstanding the assignment, the Buyer continues to be entitled to collect the claim. Remmert will not collect the claim as long as the Buyer is not in default of payment or there is no reason to file for insolvency. The processing and combination of the reserved goods by the Buyer takes place exclusively for Remmert. In the case of combination with other movable items not belonging to Remmert, Remmert is entitled to co-ownership of the new item in the proportion of the purchase value of the reserved goods and the other items combined with them at the time of processing.

5.2
如果必须在Remmert工厂进行验收，那么验收即标志着风险的转移。

验收必须在约定的验收日期进行，或在Remmert公司告知货物已准备好验收之后立即进行。买方不得因非实质性的缺陷拒绝验收货物。

5.3
如果取货或验收发生延误或未发生，并且这不是由Remmert造成时，则风险在通知准备发货或验收之日转移给买方。

5.4
在有利的且合理的情况内，允许分批交货。

6. 所有权保留

6.1
在买方履行其全部付款义务之前，Remmert保留采购合同、承揽合同、承揽供给合同中所有货物的所有权 – 以及，若有这种情况发生时，各个合同中所欠的附加相关服务的所有权。

6.2
合同标的物的所有权在买方完全履行所有付款义务之前被保留，买方不得对其进行出售，抵押或让与担保。

6.3
如果买方以系统集成商或其他中间人的身份订购了产品，并且买方未拖欠付款或没有申请破产理由，则买方在完成其所有付款义务前，仅有权在合规的业务流程中进行加工或出售，而无权通过担保方式抵押或转让。

为确保Remmert公司的付款要求，买方应提前转让所有因加工或出售带来的对第三方的债权给Remmert公司。无论保留所有权货物是否经过加工后出售，该转让均生效。

尽管做出转让，买方仍有权收取债权。只要买方未拖欠付款或没有提出破产申请理由，Remmert就不会收取债权。买方对保留所有权货物的加工和组合是专门为Remmert执行的。如果有不属于Remmert的物品与保留所有权货物组合，则Remmert以保留所有权商品的购置价值与加工时与之组合的其他物品的购置价值的比例获得新物品的共同所有权。

6.4
The Buyer must inform Remmert immediately in the event of seizure, confiscation or other dispositions by third parties.

6.5
If the Buyer acts in breach of contract, in particular in the case of default in payment, Remmert is entitled to take back the contract goods after withdrawal from the contract and the Buyer is obliged to surrender them. In this case, Remmert may at its own discretion demand that the Buyer delivers the contract goods at its own expense and risk to the registered office of Remmert or permits Remmert to collect the goods on site. If Remmert chooses to collect the item, the Buyer must allow Remmert unhindered access to the location and access to the contract item for the duration of the deinstallation and collection and remove any obstacles to collection at its own expense.

Remmert can demand reimbursement from the Buyer of the costs of deinstallation and collection in addition to compensation for other damage.

7. OBLIGATION TO EXAMINE AND GIVE NOTICE OF DEFECTS

The Buyer must inspect the contract goods immediately after delivery by Remmert and, if a defect has become apparent, notify Remmert of this defect without delay. If an initially hidden defect becomes apparent later, the notice of defect must be given immediately after its discovery. If the Buyer does not fulfil these inspection and notification obligations, the subject matter of the contract is deemed to be approved with regard to the defects concerned. Any claims of the Buyer arising from liability for material defects shall then be extinguished due to these defects.

8. LIABILITY FOR MATERIAL DEFECTS

8.1
Remmert is liable for material defects of the subject matter of the contract to the exclusion of further claims, but subject to Section 9, only according to the following provisions:

8.2
If parts turn out to be defective as a result of a circumstance that occurred before the transfer of risk, they must be repaired or replaced without defects at the discretion of Remmert. The Buyer must immediately notify Remmert of such defects in writing. Replaced parts become the property of the Remmert Company.

8.3
After consultation, the Buyer must give Remmert the necessary time and opportunity to carry out all repairs and replacement deliveries that Remmert deems necessary; otherwise Remmert is released from liability for the consequences arising therefrom.

Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, of which Remmert must be informed immediately, does the Buyer have the right to remedy the

6.4
若第三方进行扣押、没收或其他处置，买方必须立即通知Remmert。

6.5
如果买方违反合同，特别是在拖欠付款的情况下，Remmert有权在退出合同后收回合同标的物，并且买方有义务交还。在这种情况下，Remmert可以自行决定要求买方自负费用将合同标的物交付至Remmert的所在地，或者Remmert自行回收合同标的物。如果Remmert选择自行回收，则买方必须在拆卸和回收合同标的物期间允许Remmert畅通无阻地进入该地点收取合同标的物，并且承担清除任何妨碍回收工作障碍的费用。

除了补偿其他损坏外，Remmert还可以要求买方偿还拆卸和回收的费用。

7. 检查和投诉的义务

买方必须在Remmert交付货物后立即检查合同标的物，如果发现缺陷，则应立即将此缺陷通知Remmert。
如果稍后发现隐藏的缺陷，则必须在确认缺陷后立即提出投诉。如果买方不履行检查和投诉义务，则认为该合同标的物的相关缺陷得到了认可。买方将失去再对该缺陷索赔的权利。

8. 货物品质缺陷责任

8.1
Remmert对合同标的物的品质缺陷按照下列规定负责，但不包括除第9条以外的其他权利要求:

8.2
若在风险转移之前发现组件有缺陷，则应由Remmert决定对这些零件进行维修或更换，并确保无缺陷。买方必须立即以书面形式将此类缺陷投诉给Remmert。更换的组件为Remmert的财产。

8.3
买方必须 - 在协调后 - 给Remmert必要的时间和机会，让Remmert进行所有必要的修理和替换工作；否则，Remmert将从由此产生的后果的责任中豁免。

只有在危及操作安全或未防止造成更加重大损失的紧急情况下 – 此情况必须立即通知Remmert – 买方才有权要求自行或由第三方处理缺陷并要求Remmert赔偿必要的费用。

defect himself or have it remedied by third parties and to demand compensation from Remmert for the necessary expenditure.

8.4
If the notice of defect proves to be justified, Remmert shall bear the expenses required for the purpose of subsequent performance, provided that this does not result in a disproportionate burden on Remmert. Insofar as the expenses increase because the Buyer has taken the contract goods to a place other than the place of performance after delivery, any additional costs incurred thereby are to be borne by the Buyer. When selling a newly manufactured item, Remmert shall also reimburse the Buyer for the expenses incurred by the Buyer within the scope of his legal obligation in the context of recourse claims in the supply chain.

8.4
Remmert承担 – 当缺陷投诉被认定为合理 – 为完成补救目的所必需的费用，前提是这不会给Remmert造成不成比例的负担。如果由于买方将合同标的物带到交货地点以外的地方而导致费用增加，则由此产生的额外费用由买方承担。就出售新制造的货物而言，Remmert会在其法律义务范围内偿还买方在供应链索权要求框架下产生的费用。

8.5
The Buyer has the right to withdraw from the contract within the framework of the statutory provisions if Remmert, taking into account the statutory exceptions, allows a set period of grace for the repair or replacement delivery due to a material defect to expire fruitlessly. If there is only an insignificant defect, the Buyer is only entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise be excluded.

8.5
当Remmert – 考虑到法定例外情况下 – 任由因产品缺陷而导致的后续补救和替换期限毫无结果地向后推移时，买方在法律规定的框架下有权退出合同。若只存在微小瑕疵，那么买方仅有权降低合同价格。此外不存在降低合同价格的权利。

8.6
Further claims shall be determined exclusively in accordance with Section 9 of these terms and conditions.

8.6
更多的权利要求依照本条款第9条内容规定。

8.7
No liability is assumed in the following cases in particular:

Unsuitable or improper use, faulty assembly or commissioning by the Buyer or third parties, natural wear and tear, faulty or negligent handling and treatment, improper maintenance, unsuitable operating materials, defective preliminary work carried out by the Buyer, unsuitable building ground, chemical, electrochemical or electrical influences, unless the Buyer is responsible for them.

8.7
特别是在以下情况下，即使不是买方的责任，我方亦不承担任何责任：

不适合地使用或不当使用，由买方或第三方不正确的安装或调试，自然磨损，不正确或错误的处理和操作，维护不当，不合适的生产材料，建筑初步准备工作不足，不适当的地基，化学，电化学或电气影响。

8.8
If the Buyer or a third party carries out repairs improperly, Remmert is not liable for the resulting consequences. The same applies to changes to the Delivery Item made without the prior consent of Remmert.

8.8
若买方或第三方进行了不当的改进，则Remmert对由此产生的后果不承担任何责任。若未经Remmert事先同意，对交付货物做出更改也是如此。

9. LIABILITY FOR DAMAGES DUE TO FAULT

9. 因过错导致的损失赔偿责任

9.1
Remmert's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort, is limited in accordance with this Section 9, insofar as fault is involved.

9.1
无论出于何种法律原因，尤其是因不可能性、延误、存在缺陷或交货错误、违反合同、违反合同谈判义务和侵权行为，当涉及任何以上一种过错时，Remmert对损害的赔偿责任均约束在此第9条规定内。

9.2
Remmert is not liable in the case of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, provided it is not a matter of a breach of es-

9.2
若合同核心义务未被违反，Remmert对其机构、法定代表、雇员或其他履行辅助方的简单过失不承担责任。合同核心义务是按时交付无重大缺陷的合同产品以及咨询、保

sential contractual obligations. Essential contractual obligations are the obligations to deliver the contractual product free of essential defects in good time and obligations to provide advice, protection and care which are intended to enable the Buyer or his end customers to use the contractual product in accordance with the contract or to protect the life and limb of the personnel of the Buyer or his end customers or to protect their property from considerable damage.

护和照料义务，这些义务旨在使买方或其最终买方能够按照合同的规定使用合同产品，或保护买方或最终买方员工的身体和生命，或保护其财产免受重大损失。

9.3
Insofar as Remmert is liable for damages in accordance with the following provisions, this liability is limited to damages which Remmert foresaw at the time of conclusion of the contract from an objective point of view as a possible consequence of a breach of contract or which Remmert should have foreseen from an objective point of view if it had exercised due diligence. Indirect damage and consequential damage, which are the consequences of defects in the contractual product, can only be compensated for insofar as such damage is typically to be expected when the contractual item is used as intended.

9.3
就Remmert根据以下规定承担损失赔偿责任而言，该责任仅限于Remmert在订立合同时从客观的观点考虑并预见到的因违反合同的后果产生的损失，或者Remmert通过正常客观的考虑本应能预见到的损失。

因合同产品的缺陷所造成的间接损失和后续损失只有是在合同产品按规定使用下可预期的损失时，才可获得赔偿。

9.4
In the event of liability for simple negligence, Remmert's obligation to pay compensation for material damage and any further financial losses resulting from this is limited to an amount of

EUR 20 million per claim

(according to the current coverage of his product liability insurance or liability insurance), even if it is a violation of contractual obligations.

9.4
Remmert有义务赔偿因简单过失造成的损失，以及由此造成的进一步财产损失，不过即使其违反了合同核心义务，其赔偿金额仍然限制在

每项索赔2000万欧元

（对应其当前产品责任保险或第三者责任保险的保金范围）。

9.5
The above exclusions and limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of Remmert.

9.5
上述责任豁免和限制在相同程度上适用于Remmert的机构、法定代表、雇员和其他履行辅助方。

9.6
Insofar as Remmert provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by Remmert, this is done free of charge and to the exclusion of any liability.

9.6
当Remmert提供技术咨询或以顾问身份行事，且所提供咨询信息或建议不属于Remmert所签署的合同约定服务范围时，则此服务是免费的，且Remmert对其不承担任何责任。

9.7
The restrictions in accordance with this Section 9 do not apply to the liability of Remmert on account of wilful conduct, for guaranteed characteristics, on account of injury to life, body or health or in accordance with the Product Liability Act.

9.7
对Remmert的故意行为、其对保证本质特性的责任、其对生命、身体或健康造成的伤害或其在产品责任法规定下承担的责任，第9条的限制不适用。

10. LIMITATION PERIOD

10. 法律追诉期

10.1
The following statutes of limitation shall apply between the parties, unless mandatory statutory provisions to the contrary apply.

10.1
除非与强制性法律规定相冲突，否则以下追诉规则在合同双方之间均适用。

10.2
Unless otherwise agreed, the Buyer's claims arising from liability for material defects and warranty, irrespective of the legal basis,

10.2
买方对产品缺陷提出担保索赔的要求，无论依据何种法律，均在下列起始日期开始12个月后失效，除非另有协定。

shall become statute barred after twelve (12) months

- from delivery (in the case of purchase without obligation of Remmert to bring in, install or commission the subject matter of the contract),
- from acceptance of the subject matter of the contract by the Buyer (in the case of purchase with an obligation on the part of Remmert to bring in, assemble and/or commission the subject matter of the contract and in the case of other work services).

10.3
Insofar as Remmert renders services for subsequent performance, the limitation period for claims for defects only begins to run again if Remmert has acknowledged the obligation to render subsequent performance without reservation. Acknowledgement of the obligation of subsequent performance given by Remmert shall cause the limitation period to start anew only in respect of the acknowledged defects.

Services for subsequent performance rendered by Remmert as a gesture of goodwill are not connected with an acknowledgement of the notified defects which causes the limitation period to start anew.

10.4
All other claims of the Buyer on whatever legal grounds are subject to a limitation period of twelve (12) months from the due date.

11. APPLICABLE LAW, PLACE OF JURISDICTION

11.1
Irrespective of whether the Buyer is domiciled in Germany or abroad and irrespective of whether the deliveries and services incumbent on Remmert are to be provided in Germany or abroad, the law of the Federal Republic of Germany applies exclusively to all legal relations between the Buyer and Remmert, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2
The subject matter is the court responsible for the registered office of Remmert. However, Remmert is entitled to bring an action at the place of business of the Buyer.

PART II
ADDITIONAL TERMS AND CONDITIONS FOR SOFTWARE

1. SCOPE

In addition to the provisions of Section Part I, the following Terms and Conditions of Business always apply when software is the object or part of the scope of supply and services of Remmert.

- 从交货开始（在订购时Remmert的义务不包括递送、安装或调试合同标的物），
- 从买方成功验收合同标的物开始（在订购时Remmert的义务包括递送、安装和/或调试合同标的物以及其他服务工作）。

10.3
若Remmert进行后续工作，那么只有在Remmert无条件承认后续工作义务的情况下，担保索赔要求的时效期限才可重新开始计算。
当Remmert提交后续改善工作的认可后，针对相关产品缺陷的担保索赔要求的时效期开始重新计算。

Remmert出自善意通融提供的任何后续工作均不代表确认缺陷，这不能使担保索赔要求的时效期重新开始计算。

10.4
买方所有其他的索赔要求 -无论根据何种法律 - 均应在起始日12个月后到期。

11. 适用法律，管辖地

11.1
无论买方是在德国还是在国外，无论Remmert的交付和服务义务是在德国还是在国外履行，买方与Remmert之间所有的法律关系仅适用德意志联邦共和国法律。不适用《联合国国际货物销售合同公约》（CISG）。

11.2
受理法院为Remmert公司所在地管辖法院。Remmert有权在买方所在地管辖法院对其提起诉讼。

第二部分
软件的附加商业条款

1. 适用范围

如果软件是Remmert提供的产品或交付和服务范围的一部分，则除第一部分的规定外，还适用以下商业条款。

2. SCOPE OF THE RIGHT OF USE

2.1
If software is included in the scope of delivery and services of a complete storage and handling system, a module, a machine or part of a plant, the Buyer is granted a non-exclusive right to use the software for use on the specific object of the contract. Use of the software on more than one system is prohibited.

2.2
The Buyer may only copy, revise or translate the software to the extent permitted by law (§§ 69a et seqq. of the German Copyright Act). A conversion of the object code into the source code is not permitted. The Buyer undertakes not to remove manufacturer's details, in particular copyright notices, or to change them without the prior express consent of Remmert.

2. 使用权范围

2.1
如果软件属于完整仓储和输送系统、一个模块、一台机器或是设备组件交付和服务范围内的一部分时，允许买方在具体的合同产品上使用软件。不允许在多个系统上使用该软件。

2.2
买方只能在法律允许的范围内复制、修改或翻译该软件（《版权法》第69a ff条）。不允许将目标代码转换为源代码。买方承诺不删除制造商信息 - 特别是版权声明 – 或未经Remmert事先明确同意前，不对其进行更改。

3. LIABILITY FOR DEFECTS IN SOFTWARE

3.1
Claims for defects due to software errors shall only exist insofar as the usability of the software is limited by the defect of the license object. The provisions of the liability for defects and compensation for damages in Part I Sections 8 and 9 shall apply with the following further limitation:

3.2
Any liability on the part of Remmert for software malfunctions is excluded in the case of a concrete violation of the Buyer's duty of care in connection with the software, for example, in so far as

- the minimum requirements specified in the software license certificate for equipping the customer with hardware and software are not met,
- the software is installed on hardware other than that listed in the software licence certificate on the premises of the Buyer without the express consent of Remmert,
- software other than the software notified to Remmert when the software licence certificate is issued is or will be installed on the same hardware of the Buyer on which the licensed item is installed, or
- the Buyer has made changes to the licensed item without the prior express consent of Remmert,

unless the Buyer proves that the software malfunction is not due to a specific violation of its own duties of care.

3. 软件缺陷责任

3.1
仅当因许可产品的缺陷导致可用性受到限制时，才可以对软件缺陷提出索赔要求。其他适用第一部分第8和9条中关于缺陷和损失责任的相应规定，但有下列附加限制

3.2
如果买方明确违反了其应对软件承担的相关谨慎义务，则Remmert不对软件故障承担任何责任，例如：

- 买方设备没有达到软件许可证书中指定的硬件和软件的最低要求，
- 买方在未经Remmert公司明确同意的情况下，将软件安装在软件许可证书中未列出的硬件上，
- 买方在同一许可硬件上，安装或将要安装Remmert未知的且在许可证书列出以外的其他软件，或
- 买方未经Remmert公司事先明确同意对许可对象进行了更改，

除非买方可以证明软件故障不是因其违反自身谨慎义务的行为而导致的。

4. DOCUMENTATION AND LICENSE CERTIFICATE

4.1
The Buyer shall receive documentation and a licence certificate for the software. The software and the documentation are jointly referred to as the subject of the licence.

4. 文献资料和许可证书

4.1
I买方在收到软件的同时会收到文献资料和许可证书。该软件和文献资料统称为许可对象。

4.2
The Buyer shall be entitled to use the subject of the licence for the purposes of its business operations in accordance with the provisions of the software licence certificate and these General Terms and Conditions of Delivery and Payment. The Buyer is not entitled to make the subject of the licence accessible to third parties. Employees of the Buyer and other persons whom he uses for the contractual use of the software are not considered third parties.

4.2
在软件许可证书以及一般交货和支付条款的规定下，买方有权将许可对象用于其商业运营。

买方无权对第三方开放许可对象。买方员工和其他根据合同规定使用软件的人员，不视为第三方。

4.3
The license is not limited in time. However, Remmert is entitled to prohibit the future use of the subject matter of the licence if the Buyer, despite a prior written warning, does not refrain from violating the licence conditions, unless the violation is due to reasons for which neither the Buyer nor his vicarious agents are responsible.

4.3
许可证书没有有效期。但是，如果买方在Remmert已经发出书面警告的情况下仍然违反许可规定，则Remmert有权禁止其使用许可对象，除非违反规定的行为不是由买方或其他履行辅助方造成的。

4.4
Unless otherwise stated in the software license certificate, the Buyer is entitled to use the licensed object simultaneously on only one central computer unit. Simultaneous use on several central processing units requires the acquisition of further licenses or a subsequent license. This shall apply accordingly to subsequent updates and upgrades.

4.4
除非软件许可证书中另有说明，否则买方只允许同时在一台中央计算机上使用许可对象。
同时在几台中央计算机上使用，则需要购买更多许可证或成套许可证。这也适用于以后的更新和升级。

4.5
The Buyer is entitled to reproduce the subject of the licence in machine-readable form, insofar as this is necessary for use in accordance with the contract. In particular, he is entitled to make backup copies to secure the future contractual use of the licensed object.

4.5
当有必要在合同范围内使用时，买方有权以机器可读的形式复制许可对象。
特别是在为确保将来在合同范围内的使用时，买方有权制作备份副本。

4.6
The Buyer is not entitled to modify the subject of the Licence for his own purposes or the purposes of others.

4.6
买方无权出于自身目的或他人目的更改许可对象。

4.7
The Buyer is not entitled to grant third parties rights of use of the subject of the licence (e.g. sub-licences).

4.7
买方无权将许可对象的使用权授予第三方。（例如，转让许可证）。

4.8
The software described in the licence certificate may contain software components of third parties. The Buyer is not entitled to remove software components from the software described in the licence certificate. The use of the software described in the licence certificate is only permitted in accordance with the provisions of the licence certificate.

4.8
许可证书中涉及的软件可能包含第三方软件组件。买方无权提取许可证中涉及的软件组件。
许可证涉及的软件仅可在许可证书允许的条件下使用。

4.9
Remmert retains ownership of a software data carrier and the documentation separately handed over to the Buyer.

4.9
Remmert保留额外交给买方的软件数据载体和文献资料的所有权。

4.10
If the Buyer is prohibited from further use of the licensed item, the Buyer must return to Remmert the licence material owned by Remmert including a software data carrier handed over to the Buyer. The Licensed Material stored at the Buyer's premises and all backup copies stored at the Buyer's premises must be deleted.

4.10
如果买方被禁止进一步使用许可对象，那么买方必须将属于Remmert的许可材料，包括提供给买方的软件数据载体，归还给Remmert。买方存储的许可对象和买方所有的备份副本必须被删除。

5. DEVIATING AGREEMENTS

The provisions set forth in this Part II shall apply only to the extent that they are not otherwise regulated for all software or software components.

5. 相矛盾的协议

在第二部分中列出的规定仅在没有针对整个软件或软件组件进行其他规定的情况下适用。

PART III
GENERAL TECHNICAL DELIVERY CONDITIONS

第三部分
一般技术交付条款

1. SCOPE

The following General Technical Terms of Delivery apply in addition to Parts I and II.

1. 适用范围

以下一般技术交付条款作为第一部分和第二部分的补充。

2. TECHNICAL STANDARDS AND REGULATIONS

2.1
The design of the system is based on the general rules of technology and the respective regulations and standards of the EU.

The following standards and regulations apply to the location / place of use in Germany:

✔ DIN EN ISO 12100 • Safety of machinery – General principles of design - risk assessmet and risk reduction

✔ DIN EN ISO 11161 • Safety of machinery – Integrated manufacturing system

2.2
Special external encumbrances (such as earthquakes) or special fire protection regulations are not taken into account.

The Buyer is obliged to inform Remmert if external encumbrances or fire protection regulations are specified by official regulations.

2. 技术标准和规定

2.1
设备的设计基于工业技术的一般规则以及欧盟的相应规定和标准。

对于在德国境内的安置 / 使用地点，适用以下标准和规定：

✔ DIN EN ISO 12100 机械安全标准一般设计指导原则 – 风险评估 – 减少风险

✔ DIN EN ISO 11161 机械安全标准 集成制造系统

2.2
对特殊的外部负荷（例如地震）或特殊的防火规定并未做考虑。

如果政府法规规定了外部负荷或防火要求，买方有义务将此事通知Remmert。

3. DOCUMENTATION

In the event of an order, the customer will receive the following documentation in simple form. All documents are available in German and partly in English. Possible necessary translations will be made on site. In detail:

✓ Overall installation drawing

✓ Column loading plan

✓ Electrical documentation

✓ Instruction manual/user manual

✓ Spare parts and consumable parts lists

3. 文献资料

在下订单后，买方将收到以下简述文档。 所有文档均为德语内容，部分内容可提供英语版本。如有必要，买方可自行翻译。详细列出：

✔ 完整安装图纸

✔ 支撑负荷图

✔ 电气文档

✔ 运行说明书 / 操作说明书

✔ 备件清单 / 损耗件清单

4.OPERATING EQUIPMENT REGULATIONS

If there are regulations on operating materials on the premises of the Buyer, Remmert points out as a precaution that these were not taken into account when preparing the offer.

If the Buyer insists on compliance with the internal regulations for operating resources, these must be made available to Remmert for the preparation of the corresponding quotation. After the order has been placed, any claims can no longer be taken into account. This also applies when fire protection regulations or fire protection requirements are taken into account and when special external encumbrances are specified.

4. 工装规定

如果买方所在地有工装规定，为预防起见，Remmert在此做出提醒，这在准备报价时并未做考虑。
如果买方需要遵守公司内部的工装规定，则应将这些规定提供给Remmert，以准备相应的报价。下订单以后，将不再考虑任何索赔问题。这对于防火法规或防火要求以及特殊外部负荷规定同样适用。

5. DECLARATION OF CONFORMITY

The design of all system components corresponds to the current level of technology and, unless other directives and standards have been agreed, to the CE directives and EN standards. The high safety requirements for complete systems are confirmed by the CE declaration of conformity and the affixing of a CE mark, for system components by the manufacturer's declaration and installation declaration.

Product liability on the part of Remmert expires if safety equipment and components are modified by persons or companies not authorised by Remmert.

5. 符合性声明

所有系统组件的设计都符合当前的技术水平相对应CE规范和EN标准 - 除非另行达成其他规范和标准协议。对于整套系统交付的高安全性要求，可通过CE符合性声明和CE标志得到保证，对于系统组件来说，可通过制造商声明和安装声明来得到确认。

如果与安全相关的设备组件被未经Remmert授权的人员或公司更改，Remmert的产品担保将失效。

6. INSTALLATION REQUIREMENTS

Installation must be able to be carried out unhindered and without interruption by Remmert specialist personnel in accordance with the installation schedule.
If assembly delays occur that are not caused by Remmert, the Buyer must bear the additional costs incurred. The basis for this is the Remmert cost rates valid at the time of installation.
The Buyer shall ensure that Remmert specialist personnel can work up to twelve (12) hours on weekdays.
The preparations on site must be completed in good time and the dates must be coordinated with the course of the installation. Obstructions by external companies must not arise during the installation work. The individual construction sections must be swept clean at the start of assembly.
Sufficient space must be available near the assembly site / installation site for the construction site equipment and the storage of the plant material.
A competent, authorised contact person of the Buyer for any coordination must be nominated to the Remmert installation manager.
In the event of damage to or contamination of the delivered system components, the costs of restoration must be borne by the party responsible.
In order to ensure a smooth commissioning of the plant, a telephone facility with direct dial must be made available free of charge at the beginning of commissioning.
During installation and commissioning, a telephone connection

6. 安装要求

安装必须按照Remmert专业员工给出的安装计划进行，期间不能受到干扰。
若安装发生延误，且并非由Remmert造成，那么由此产生的额外费用将由买方承担。费用价格按照安装当时Remmert的计费费率计算。
买方要确保Remmert专业员工在工作日最多可工作12个小时。
安装现场准备工作必须及时完成，并且在时间安排上必须与组装过程相协调。安装期间不得有其他公司干扰工作。
各土建施工部分需在安装工作开始前清扫干净。
安装位置附近必须提供足够放置安装用设备和设备材料的空间。
买方需要为Remmert的装配负责人安排一位有相关资质和决策权的协调人员。
当设备组件发生损坏或污染，恢复费用必须由相关责任人承担。
为了确保设备调试顺利进行，必须在调试工作开始前免费提供具有直拨功能的电话设施。
在安装和调试过程中，必须免费为Remmert员工提供电话线接口。
在设备调试期间，需要由买方始终在现场提供一位合格的电气技师。

must be provided free of charge for Remmert employees.
A qualified electrician must be provided by the Buyer for the duration of the commissioning of the system.

7. ON-SITE SERVICES (IF NOT STATED AS A SPECIAL ITEM IN THE OFFER)

- ✔ Inspection of the subsoil conditions
- ✔ Carrying out all necessary foundation, masonry and chasingwork
- ✔ Provision and installation of anchor plates or foundatio sleeves in the foundation
- ✔ The foundations and thus the evenness and tolerance of the base plate must be designed in accordance with DIN 18202 / FEM 9.831
- ✔ Pouring of the system components (e.g. shelf supports, rails, stations etc.) with warp-free casting material according to Remmert specifications
- ✔ Unloading of the trucks and internal transport to the place of use
- ✔ Provision of stowage and storage space upon delivery of the materials near the installation site / place of use – Access opening at least 4m x 4.20m (W x H)
- ✔ Provision of necessary mobile cranes and / or forklifts incl. driver, lifting platforms and all necessary lifting equipment with the required load capacity and lifting height
- ✔ Disposal of any packaging materials
- ✔ Laying the main power line from the mains to the main control cabinets (according to specifications)
- ✔ Laying data lines (network) – from the host to the server and from the server to the clients
- ✔ Provision of dial-up direct lines for remote service (VPN or Internet dial-up)
- ✔ Input of the master data into the warehouse management computer
- ✔ Installation of compressed air connection including maintenance unit up to the point of use (according to specifications)
- ✔ Provision of electricity, light, water and exemption from the use of sanitary facilities
- ✔ Provision of a load-carrying test load with 1.25 x payload at the beginning of commissioning
- ✔ Provision of test weights for adjusting the weighing equipment (only for systems with weighing equipment) at the start of commissioning
- ✔ Initial storage and, if necessary, labelling of the load carriers (e.g. pallets, cassettes) including insertion of the cassette

7. 买方在安装现场的工作（若未在报价中特殊标记）

- ✔ 检查地基状态
- ✔ 进行所有必要的地基、砖石和开凿工作
- ✔ 在地基中提供并安装锚板和地基模板
- ✔ 地基以及相应的平整度和公差必须按照DIN 18202 / FEM 9.831完成
- ✔ 设备部件（例如，架子支架、导轨、工位等）二次灌浆必须使用Remmert规定无收缩材料
- ✔ 卡车卸货和厂内到使用地点的运输
- ✔ 当物料运送至安装地点/使用地点附近时提供储藏空间 – 通道入口至少4m x 4.20m（宽x高）
- ✔ 提供必要的移动式起重机和/或叉车，以及司机、升降平台和所有能满足所需起重载荷和抬升高度的升降装置
- ✔ 包装材料垃圾的清理工作
- ✔ 安装从电网到主控制柜的主电源线路（根据规定）
- ✔ 铺设数据线（网络）- 从主机到服务器，从服务器到客户端
- ✔ 提供用于远程服务的拨号直通线路（VPN或Internet拨号）
- ✔ 将主数据输入仓库管理计算机
- ✔ P 将压缩空气接头包括维护单元铺设到使用地点（根据规定）
- ✔ 提供现场用电、光、水以及卫生设施
- ✔ 在调试工作开始时提供与负载载体兼容的，负载为1.25 x有效负载的测试负载
- ✔ 在调试工作开始时提供用于调整称重设备的测试配重（仅对于带有称重设备的系统）
- ✔ 首次仓储和在必要时标记装载搬运器（例如货盘、货箱），包括提供额外的货箱设备，例如插板、地板、侧面支柱、下部销钉、塑料保护型材等。
- ✔ ´检测及验收费用例如TÜV、计量局、市场监督管理局等

additional equipment such as insertable plates, base plates, side-insertable stanchions, bottom pins, plastic protective profiles, etc.

✔ Testing and acceptance fees, e.g. TÜV [German Technical Supervisory Authority], weights and measures office, trade supervision, etc.

8. SOIL PROPERTIES

The evenness, tolerance and deformations under load of the base plate must be carried out according to DIN 18202 /FEM 9.831. The base plate must not have any expansion joints.

Floor flatness	± 10 mm relative to bearing surface
Concrete quality	min. C20/25
Drill hole depth	min. 170 mm (note base plate thickness!)
Soil bearing capacity	according to static requirements

It must be possible to drill anchor holes in low-reinforcement concrete, i.e. the reinforcing bars or mats in the drilling area must not be greater than 6mm in diameter.

In the case of greater bar thicknesses and if several reinforcement mats are laid one on top of the other, core hole drilling is required, the additional costs of which are listed below.
We will invoice the following additional costs separately for drilling in non-reinforced concrete:

Bar diameter > 6 - 20 mm	EUR 25,00 / bore
Rod diameter > 20 mm	EUR 38,00 / bore
Holes for vertical-reinforcements	EUR 69,00 / bore

The base plate must be accessible with a mobile crane.

9. ENERGY SUPPLY

Mains voltage: 400 V three-phase current (-10%, +6%) 50 Hz or 480 V three-phase current (-10%, +5%) 60 Hz

The connected load in kVA is to be communicated to the Buyer after the plant layout has been defined.
Max. short circuit current: 10 kA in the electrical connections

Mains frequency: 50 Hz (1 % + 1 %; briefly - 2 % + 2 %)
Type of network: TN-S network IEC 60364-3 VDE 0100, Part 300

Only an all-current sensitive residual current device (RCD) type B according to DIN VDE 0664-100 may be installed.

The energy supply is carried out from the mains to the designated feed points / control cabinets including the necessary pre-fuse on site. The position of the feed points / switch cabinets and control panels can be found in the system layout.

Protective measures against indirect contact (overcurrent protection device):

8. 地面质量

地板的均匀度、公差和载荷下的形变应根据DIN 18202 / FEM 9.831要求完成。楼板不得出现任何膨胀缝隙。

地面平整度	相对于库房区域大小为±10毫米
混凝土质量	至少C20/25
钻孔深度	至少170毫米（注意地板厚度！）
地板承重能力满足静态规范要求	

必须能够在低钢筋混凝土中钻出锚孔，即钻孔区域中的钢筋或钢筋网的直径不得大于6毫米。

对于较粗的钢筋和相互叠放的多个钢筋网，需要用取芯钻，其附加费用我们将在后面列出。

我们对非低钢筋混凝土钻孔收取以下额外费用：

钢筋直径 > 6-20毫米	25.00欧元/钻孔
钢筋直径 > 20毫米	38.00欧元/钻孔
垂直钢筋钻孔	69.00欧元/钻孔

地板必须可行使移动式起重机。

9. 电力供应

电源电压	400V三相电（-10%，+6%）50Hz 或480V三相电（-10%，+5%）60Hz

设备布置图完成后，会将单位为kVA的连接负载值通知买方。
最大短路电流：电气连接中为10kA

电源频率	50Hz（1%，+1%;短时-2%，+2%）
网络类型	TN-S网络IEC 60364-3 VDE 0100，第300部分

只允许安装一个符合DIN VDE 0664-100的B型全电流感应漏电保护器。

电力从网络供应到计划的输入点/电控柜，包括由买方提供的必要的预先保护。输入点/电控柜和控制面板的位置可以在设备布置图中找到。

防止间接接触的保护措施（过电流保护装置）：

买方 / 操作人的电源供给（所选主保险器的尺寸和特性以及

The power supply of the Buyer / Operator (size and characteristics of the selected main fuse as well as the total impedance of PE and external conductor in the supply line of the system) must be designed in such a way that the permissible switch-off time is not exceeded in the event of a fault. The use of an RCD in the mains supply must correspond to the type according to DIN VDE 0664-100.

Compressed air: Supply pressure at least 6 bar Quality DIN ISO 8573 [7:4:4]

The compressed air connection should be equipped with a manually operated 3/2-way valve with venting on the machineside immediately before the connection point.

系统电源线中PE和外部导体的总阻抗）的设计必须确保在发生故障时不超过允许的断开时间。供电中使用漏电保护器必须符合DIN VDE 0664-100的类型。

压缩空气　　供应压力至少6bar
质量DIN ISO 8573 [7：4：4]

压缩空气接口应在连接处之前配备一个手动3/2换向阀且需在机器端配置通风设备。

10. TEMPERATURE / LIGHTING

Ambient temperature: +5°C to +40° C
Air humidity: max. 95 %, no condensation

The installation sites must be adequately illuminated and site connections for all auxiliary equipment must be available in sufficient quantity at the start of installation.

Lighting System operation max. 10,000 Lux; no direct light incidence on sensors

10. 温度 / 照明

环境温度：　+5°C至+40°C
湿度：　最大 95%，无冷凝

安装现场必须充分照明，并且在安装开始时必须为所有辅助设备提供足够多的接口以便使用。

系统运行照明最大10000勒克斯;传感器不可有光线直射

11. PAINTING

The steel structure and the load carriers (cassettes/pallets) are painted with an industrial primer in a 1-layer painting process. The minimum layer thickness is 40 µm.

The paint is weather-resistant, corrosion-protective, temporarily resistant to overflowing oil, grease, cleaning agents, diesel oil, petrol, etc.

Paint damage due to transport cannot be ruled out.

Component	**Standard colour**	**Alternative colour** (without additional costs)
Shelving system	Graphite grey (RAL 7024)	-
Safety fence **Posts** **Fence element**	 Light grey (RAL 7035) Deep black (RAL 9005)	-
Load carrier (cassette, pallet)	Light grey (RAL 7035)	-
Storage and retrieval machine	Light grey (RAL 7035)	Traffic red (RAL 3020) Ultramarine blue (RAL 5002) Gentian blue (RAL 5010)
Stations	Light grey (RAL 7035)	Traffic red (RAL 3020) Ultramarine blue (RAL 5002) Gentian blue (RAL 5010)
Control panels	Light grey (RAL 7035)	-

11. 喷漆

钢结构和承重组件（货箱/托盘）用工业底色进行1层喷漆。最小层厚度为40µm。

漆料不受气候影响，防腐蚀，并可短暂抵抗溢油、油脂、清洁剂、柴油、汽油等侵蚀。

不能排除由于运输造成的漆面损坏。

组成部分	标准色	其他配色 (无需另加费用)
货架系统	石墨灰 (RAL 7024)	-
防护围栏 侧柱 围栏组件	 浅灰 (RAL 7035) 乌黑 (RAL 9005)	-
承重组件 (货箱、托盘)	浅灰 (RAL 7035)	-
货架控制装置	浅灰 (RAL 7035)	交通红 (RAL 3020) 群青 (RAL 5002) 龙胆蓝 (RAL 5010)
工位	浅灰 (RAL 7035)	交通红 (RAL 3020) 群青 (RAL 5002) 龙胆蓝 (RAL 5010)
控制面板	浅灰 (RAL 7035)	-

12. PROJECT MANAGEMENT

The Remmert project manager clarifies and coordinates the following points during the implementation of the system:

- Approved plant layout and load data for the foundations including interfaces to the building trades
- Coordination and preparation of the schedule and its checking
- Supervision of the assembly work including acceptance of the plant
- Advising the purchaser in the official on-site approval procedures

12. 项目管理I

Remmert项目主管在设备实施过程中阐明并协调以下几点：

- 已批准的设备布置图和地基的负载规定，包括与车间现场的接口
- 时间表的协调和制定及其把控
- 监督安装工作，包括设备验收
- 在政府审批过程中为买方提供咨询建议