

IMPORTANT – PLEASE READ CAREFULLY:
重要信息 – 请仔细阅读:

BY RECEIVING PRODUCTS OR SERVICES FROM NAVVIS, YOU AGREE TO BE LEGALLY BOUND BY THE PROVISIONS OF THESE GTC.
 当通过从NavVis接受软件时，您已同意在法律上受本通用销售条款的约束。

IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS HEREIN OR IF YOU WISH TO ENGAGE NAVVIS PRODUCTS OR SERVICES IN PERSONAL OR FAMILIAL USAGE, PLEASE REFRAIN FROM ENTERING INTO THESE GTC AND/OR USING ANY NAVVIS PRODUCT OR SERVICE. NAVVIS MAY REQUEST PROOF OF ESTABLISHMENT TO ENSURE THESE GTC ARE NOT ENTERED INTO WITH A CONSUMER.
 如果您不理解本通用销售条款中的条款和条件，或者如果您希望以个人或家庭用途使用NavVis软件，请勿签订本通用销售条款和/或使用任何NavVis软件。NavVis可要求提供成立证明，以确保本通用销售条款不与消费者签订。

NAVVIS IS ONLY WILLING TO PROVIDE PRODUCTS OR SERVICES UNDER THE TERMS OF THESE [GTC](#) AVAILABLE AT www.navvis.com/hubfs/documents/GTC_China.pdf. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THESE GTC, PLEASE IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING ANY NAVVIS PRODUCT OR SERVICE AND DELETE ANY COPIES.
 NavVis仅愿意根据本通用销售条款（您可通过https://www.navvis.com/hubfs/documents/GTC_China.pdf获取）提供产品或软件。如果您不同意本通用销售条款的所有条款，请立即停止访问并使用任何NavVis软件并删除任何副本。

For any questions regarding these GTC, please contact Your NavVis Account Manager or write to: NavVis Information Technology (Shanghai) Co. Ltd. at Unit 611B, Tower 1, Block 2, 88 Keyuan Road, Pudong New District, Shanghai, People’s Republic of China.
 如对本通用销售条款有任何疑问，请联系您的NavVis客户经理或致函：内芬兹信息科技（上海）有限公司，地址：中华人民共和国上海市浦东新区科苑路88号2幢1号楼611B单元。

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These GTC shall become the contractual basis for the provision of any service or product, including hardware and/or software, by NavVis Information Technology (Shanghai) Co. Ltd. at Unit 611B, Tower 1, Block 2, 88 Keyuan Road, Pudong New District, Shanghai, the People's Republic of China ("NavVis") to a legal entity effectively established under the applicable laws ("Customer") and shall become effective on the date NavVis accepts Customer's binding declaration as detailed in Subsection a), Section 2 (Conclusion of Contract).

本通用销售条款系内芬兹信息科技(上海)有限公司("NavVis",其住所地为中国(上海)自由贸易试验区科苑路88号2幢1号楼611B单元)向适用法律所在地内的法人实体("客户")提供任何服务和产品(包括硬件和/或软件)的合同基础,自NavVis接受第2条a)款所述客户的有法律约束力的声明之日起生效("合同订立")。

Whereas, NavVis provides products and services and Customer wishes to obtain such products and/or services, the following is agreed:

鉴于 NavVis 能提供产品和服务,且客户有意取得上述产品和/或服务,双方当成如下约定:

I. DEFINITIONS/定义

The following definitions shall apply unless otherwise defined in the main body of these GTC.

除非另行约定,本通用销售条款正文项下名词定义如下:

- "Affiliate"** means an entity controlled by, controlling, or under common control with a party to these GTC. Control exists through ownership, directly or indirectly, of a majority of the outstanding equity capital and of the voting interests of the subject entity. If an entity ceases to meet these criteria, it will cease to be an Affiliate under these GTC.

"关联公司"系指受本通用销售条款签订一方控制、由一方控制或共同控制的实体。控制权是通过直接或间接拥有该实体的大部分现存股权和表决权来实现的。如果一个实体不再符合这些标准,它将不再是本通用销售条款项下的关联公司。
- "EULA"** means the separately documented NavVis End User License Agreement for Software effective at the time of Quotation for the Software.

"EULA"系指在提供软件报价时生效的单独成文的 NavVis 软件最终用户许可协议。
- "Data"** means electronic data produced by the Hardware and Software and stored as part of the NavVis Product or NavVis Service. This includes but is not limited to geodata, photos, point clouds or cloud maps of scanned indoor space.

"数据"系指由硬件或软件产生的,并作为 NavVis 产品或服务的一部分而储存的电子数据。这包括但不限于室内扫描空间的地理数据、图片、点云或云地图。
- "Documentation"** means written information in English and/or Chinese (whether contained in user or technical manuals, training material, specifications or otherwise) pertaining to the Software and/or Hardware and/or Services made available by NavVis or its authorized partners in any manner (including on USB, hard drive, or via online access).

"文档"系随附于 NavVis 或其授权合作伙伴所提供的软件和/或硬件和/或服务的任何形式的英文书面资料(包括以 USB, 硬盘或在线方式提供,该资料可包含于用户或技术手册、培训资料、参数或其他形式之中)。
- "Fee"** means any fee payable to NavVis (e.g. for Hardware purchase and/or for perpetual and/or term license for Software; Services fee, support fee or any other fee agreed).

"费用"系指应向 NavVis 支付的费用(例如硬件采购款和/或分期支付款;永久性或非永久性软件许可费;服务费;支持费用以及其他约定的费用)。
- "Hardware"** or **"NavVis Hardware"** means the IMMS and any other physical product by NavVis with or without embedded NavVis Software.

"硬件"或**"NavVis 硬件"**系指 IMMS 或其他 NavVis 的实物产品,无论是否搭载 NavVis 软件。
- "IMMS"** means the NavVis indoor mobile mapping system, a SLAM based mobile device equipped with laser scanners and cameras and embedded Software to capture a 360°-point cloud immersive imagery of its surrounding.

"IMMS"系指 NavVis 室内移动扫描系统,一款基于 SLAM 的移动装置并搭载激光扫描仪和摄像头以及随附软件,可 360 度捕捉周边环境的云虚拟图像。
- "Indoor Navigation"** means calculation and visualization of a route to get from one place to another inside enclosed buildings.

"室内导航"系指建筑物内行经不同地点之路径的计算和可视化。
- "Indoor Positioning"** means identification of the position inside enclosed buildings.

"室内定位"系指建筑物内地点的识别。
- "NavVis Product"** or **"Product"** means one of NavVis' proprietary Hardware and Software products including the related marketing materials, Documentation, contractual documents by NavVis such as these GTC or the EULA, and other supplemental materials.

"NavVis 产品"或**"产品"**系指 NavVis 的专属硬件和软件产品,包括 NavVis 的相关营销资料,文档,合同文本例如本通用销售条款或 EULA 以及其他补充资料。
- "NavVis Service"** or **"Service"** means services to be performed by NavVis' staff and/or subcontractors.

“NavVis 服务”或“服务”系指 NavVis 雇员和/或分包商提供的服务。

12. “Software” or “NavVis Software” means any software (including updates etc.), firmware, and any associated Documentation, which includes the associated media and NavVis internet- based services, including but not limited to the software embedded or installed and running on the Hardware, the software to process the recorded data, the browser-based software to visualize the processed data and the software for Indoor Positioning and Indoor Navigation, regardless whether provided as licensed software or as Software-as-a-Service.

“软件”或“NavVis 软件”系指任何软件（包括升级程序等），固件和其他关联文档，其包括关联媒体文件和 NavVis 基于网络的服务，后者包括但不限于在硬件中搭载、安装和运行的软件，处理所记录数据的软件，基于浏览器查看被处理数据的软件和室内定位和导航软件。无论其是否以软件许可或 SaaS 模式提供。

13. “Software-as-a-Service” means the provision of a service on a temporary basis that grants access to use the Software while the Software and Data is centrally hosted.

“软件即服务”指临时提供一种非独占的授予权限使用软件的服务，软件和数据都在中心主机上。

14. For the purposes of these GTC, “in writing” requires signature of authorized representative and company stamp of both contracting parties on the same document or on identical copies (e-mail is not sufficient, but a scan of a signed document shall be sufficient).

基于本通用销售条款之目的，“书面”系指缔约方在同一文本或其相一致版本上由各自授权代表签字并加盖公章（电子邮件不够充分，但签署后的文本扫描件足够）

II. GENERAL PROVISIONS/通则

1. APPLICATION, AMENDMENT/适用和修订

- a) These GTC shall apply exclusively for the provision of Products and Services by NavVis to Customer. Conflicting or supplementing general terms and conditions of business of Customer shall not become an integral part of the contract, irrespective of whether such terms have been notified in the context of conclusion of the contract or after, and irrespective of whether such terms have been the subject of separate objection. These GTC shall also remain applicable in full to all subsequent contracts and orders of Customer. These GTC are made in Chinese and English. In case of discrepancies between the two language versions, the English version shall prevail.

本通用销售条款应排他性地适用于 NavVis 向客户提供的产品和服务。如果其同客户的通用商业条款向冲突，则后者不能成为双方合同的一部分，无论后者的条款是否在合同订立时或之后被告知与否，也无论后者的条款是否构成单独的异议主题。本通用销售条款始终全面适用于所有后续同客户的合同和订单。本通用销售条款以中文和英文书就。如有歧义以英文为准。

- b) NavVis will provide Customer with a quotation for requested Products and Services without engagement (“Quotation”) and the version of these GTC effective as of the Quotation date shall be the contractual basis proposed.

NavVis 将就被询价产品和服务向客户报价，而非缔约（“报价”）。报价时届时有效的本通用销售条款系缔约的合同基础。

- c) NavVis may amend provisions of the applicable GTC, including but not limited to, amendment and adaptation of the Services and processes related thereto. NavVis will inform Customer about such amendment with one (1) month’s advance notice prior to the amendment’s effective date. Such amendment shall be made solely for good cause, e.g. in cases of new technical developments, changes to case law or other similar reasons. Customer agrees not to reject such amendments without reasonable grounds whereas rejection shall be made in writing. **Please note that hereby Customer’s silence will be deemed acceptance.** If rejected, the parties shall enter into negotiations about the respective amendment in good faith.

NavVis 可修订适用的通用销售条款，包括但不限于修订和调整服务和相关流程。NavVis 应在修订生效日前提前 1 个月告知该修订。该修订的作出仅处于善意，例如因新技术的发展、适用法律变更或其他类似原因。客户同意在无合理理由的情况下不反对该修订，若反对须书面提出。**请注意客户的沉默视为接受。**如果反对，双方应基于善意对相关修订开始协商讨论。

2. CONCLUSION OF CONTRACT, ORDERING PROCESS /合同订立和订单处理

- a) **Order.** A Quotation by NavVis shall not be considered a binding contract offer. Customer shall submit a purchase order (“Order”) constituting a binding declaration that it wishes to acquire the Products and Services as stated in the Quotation. Such Order shall be issued by signing the Quotation at the designated section or via an Order with reference to the Quotation (electronic forwarding of signed quotation as PDF scan will be considered valid by NavVis). NavVis’ acceptance of such Order is required to constitute a binding contract.

订单。NavVis 的报价不得视为具有法律约束力的合同要约。客户须递交采购订单（“订单”）作为有法律约束力的申明，表明其希望取得报价中的产品和服务。通过在报价单指定位置签署后即生成订单，或通过关联报价的订单（电子转发签署后的报价单并以 PDF 格式发送后 NavVis 视为有效）即构成订购。NavVis 接受该订单后即构成有法律约束力的合约。

- b) **Order Confirmation.** NavVis shall accept the Order within thirty (30) business days of receipt of the Order by issuing a formal order confirmation or an invoice or by (partial) delivery of Products and/or Services ordered. If an Order is not confirmed within this period, it shall be deemed rejected. An order confirmation may contain binding and prevailing information on the nature and scope of the delivery, and provide an order number, and in lack of such, the details in the respective Quotation shall apply, including the reference to GTC and/or EULA or any other terms and conditions as applicable. Information or explanation provided by telephone or verbally by representatives of NavVis shall only be legally binding if confirmed in writing. Additional documents for information, such as illustrations, drawings, details of weight and dimensions, are merely approximate information by way of example, unless expressly marked as binding.

订单确认。 NavVis 应在收悉订单后的三十(30)日内接受订单，并签发正式的订单确认函或发票或（部分）交付订购的产品和/或服务。如果订单未在此间确认，即构成不接受。订单确认函可含有法律约束力且关乎交付范围和本质的主要信息，以及订单号，如没有这些信息，则相关报价中的详细信息将适用，但须符合本通用销售条款和 EULA 或其他适用的条件条款。NavVis 代表通过口头或电话提供的资料或解释仅当书面确认后才有约束力。额外的资料，例如图示、草图、重量和尺寸细节，仅系粗略估计，除非明示为约束力的信息。

- c) Customer acknowledges and agrees that NavVis' Affiliates may fulfill in benefit of NavVis and shall be bound by these GTC and all terms and conditions agreed between Customer and NavVis.

客户知悉且同意 NavVis 的关联公司可为 NavVis 之利益而履行合约，并受本通用销售条款以及 NavVis 同客户间缔结的条件和条款约束。

3. SCOPE OF PRODUCTS AND SERVICES /产品和服务范围

- a) NavVis offers a range of Products and Services which Customer can procure individually or as bundle packages. Customer will find the details of the Products and Services offered to Customer in the respective Quotation. NavVis' Products include Hardware and Software which may be purchased. **For any Software (including Software embedded in a Hardware), the terms and conditions of the EULA apply in addition to these GTC.**

NavVis 提供一系列产品和服务，客户可以单独购买或作为捆绑包购买。客户将在各自的报价单中找到向客户提供的产品和服务的详细信息。NavVis 的产品包括硬件和软件可供采购。对于任何软件(包括嵌入在硬件中的软件)，应受本通用销售条款以及 EULA 的条件条款约束。

- b) Customer must access and use Products and Services exclusively in accordance with the applicable GTC and EULA, applicable Documentation as well as any instructions provided by NavVis. NavVis shall not be liable for instructions provided by a third party to Customer.

客户必须完全按照适用的通用销售条款和 EULA、适用的文档以及 NavVis 提供的任何说明访问和使用产品和服务。对于第三方向客户提供的说明，NavVis 概不负责。

- c) Customer must not resell or otherwise transfer ownership rights or rights of use granted in accordance with these GTC concerning NavVis Products and Services to any third party without prior consent from NavVis in writing, which may not be unreasonably withheld.

未经 NavVis 事先书面同意，客户不得将根据本通用销售条款授予的有关 NavVis 产品和服务的所有权或使用权转售或以其他方式转让给任何第三方，该要求不得无理地被废除。

- d) **No work services.** NavVis' Services include, but are not limited to, consulting services and support services. NavVis provides the services as a pure service in support of Customer and does not provide any work services with resulting in deliverables that may be subject to acceptance by the Customer. If Customer is of the opinion that the services' description by NavVis provides for such work services, Customer shall contact NavVis for further clarification. NavVis hereby expressly disclaims any warranty or liability for its services.

无劳动关系。 NavVis 的服务包括但不限于咨询服务和支持服务。NavVis 将服务作为纯粹支持客户的服务来提供，并且不提供任何劳动关系下的须客户验收的交付成果。如果客户认为 NavVis 的服务描述构成此类劳动关系，则客户应联系 NavVis 以获得进一步澄清。NavVis 特此声明不对其服务承担任何担保或责任。

- e) **Data.** NavVis Hardware and Software, amongst other functionality, create Data. NavVis may also create Data in course of providing Services.

数据。 除了其他功能外，NavVis 硬件和软件可创建数据。NavVis 还可以在提供服务的过程中创建数据。

- i. NavVis as author of the Data hereby assigns to Customer the exclusive rights of use for all Data which is produced, created and generated by NavVis or NavVis' Hardware and Software provided NavVis maintains the exclusive right to use and modify the Data for Indoor Positioning and Indoor Navigation solutions. In this respect Customer is permitted to use the Data for providing Indoor Positioning and Indoor Navigation solely by using NavVis Software, no third-party positioning or navigation software or system may be used. No further rights are assigned to Customer unless otherwise expressly agreed.

NavVis 作为数据的作者，特此向客户转让由 NavVis 或 NavVis 的硬件和软件生产、创建和生成的所有数据的独家使用权，前提是 NavVis 保留使用和修改室内定位和室内导航解决方案数据的独家权利。在这方面，客户只能通过使用 NavVis 软件使用数据

来提供室内定位和室内导航，不得使用第三方定位或导航软件或系统。除非另有明确约定，否则不会将进一步的权利转让给客户。

- ii. NavVis' Software or Service may enable the User to upload, store and manipulate User Generated Data of which the Customer represents and warrants to be the owner of all rights required by applicable laws and regulations, including data protection laws in particular. NavVis acquires no right, title or interest from the Customer or the User under these GTC in or to User Generated Data. However, to the extent as permitted by applicable laws, Customer and/or User hereby grants to NavVis a right to process, analyze, backup, etc. uploaded User Generated Data in order to fulfill its contractual obligations as well as to improve NavVis Products and Services.

NavVis 的软件或服务可能使用户能够上传、存储和操作用户生成的数据，客户声明并保证其对这些数据拥有适用法律和法规(特别是数据保护法)下所要求的所有权利。在本通用销售条款项下，NavVis 不会从客户或用户处获得用户生成的数据的任何权利、所有权或利益。但是，在适用法律允许的范围内，客户和/或用户特此授予 NavVis 对已上传的用户生成数据予以处理、分析、备份等权利，以履行其合同义务以及改进 NavVis 产品和服务。

- iii. NavVis may collect and utilize technical information gathered as part of the Service to improve NavVis Products and/or to provide customized services to its customers. Such data will not be disclosed or disseminated to third parties except in an anonymized form and will be collected and processed in accordance with applicable data protection laws and regulations.

作为服务的一部分，NavVis 可能会收集和利用已收集的技术信息，以改进 NavVis 产品和/或向其客户提供定制服务。除非以匿名形式，否则此类数据不会披露或传播给第三方，且将根据适用的数据保护法律和法规进行收集和处理。

4. PRICES, PAYMENT /价格和支付

- a) The prices agreed between the parties as stated in the NavVis order confirmation or invoice shall apply. All payments are payable in the currency specified in the invoice.

应以 NavVis 订单确认函或发票中规定的双方商定的价格为准。所有付款均以发票上指定的货币支付。

- b) Unless otherwise stated in the Quotation, order confirmation or invoice, the prices are excluding value added tax. Where practical, applicable taxes shall be included as separate items on the invoice. Customer is responsible for full payment as invoiced and all costs of bank transfer.

除非报价单、订单确认函或发票中另有说明，否则价格不含增值税。在实践中，应将适用税额作为单独项目列在发票上。客户负责发票上的全额付款和银行转账的所有费用。

- c) Unless otherwise agreed, invoices must be settled within twenty (20) days of the date of the invoice via bank transfer as indicated in the invoice. Unless otherwise agreed, invoices must be settled within twenty (20) days of the date of the invoice via bank transfer as indicated in the invoice.

除非另有约定，发票必须在发票开具之日起二十(20)天内通过发票上注明的银行转账方式结算。

- d) Any sum not paid by Customer when due shall bear interest from the due date to the date of payment, such interest to run day to day and after as well as before any judgment at a rate of (i) ten per cent (10%) per annum or (ii) the maximum rate permitted by law, whichever is less. NavVis retains the right to add additional costs incurred (e.g. internal or external administration) during the dunning process.

客户到期未支付的任何款项应计收从到期日到付款日的利息，该利息按(1)百分之十(10%)年利率或(2)法律允许的最高利率(以较低者为准)的利率计算，每天计算，无论是否作出判决。NavVis 保留追偿催款过程中发生的额外成本(例如内部或外部管理产生之费用)的权利。

- e) In the event of late payment or any other breach of these GTC, NavVis may, at its discretion, and without prejudice to its other rights, withhold delivery (including partial delivery) of any order, require Customer to prepay for further shipments, and/or withhold the provision of Services, until payment in full has been received.

在延迟付款或任何其他违反通用销售条款的情况下，NavVis 可酌情在不损害其其他权利的情况下，暂停任何订单的交付(包括部分交付)，要求客户预付进一步发货物的款项，和/或暂停服务的提供，直到收到全额付款为止。

- f) **Excess use.** NavVis may invoice Customer fees and taxes at the then current standard price for use of or access to the Products and Services in excess of the number or type procured and granted by NavVis.

超额使用。对于超过 NavVis 采购和授予的数量或类型的产品和服务的使用或访问，NavVis 可能会按当时的标准价格向客户开具含费用和税金发票。

- g) Customer's rights of offsetting and retention is excluded except for undisputed claim or claim established by final judgment.

客户的抵销权和留置权被排除在外，但无争议的索赔或最终判决裁判的请求权除外。

5. REGULATIONS, IMPORTER OF RECORD /规定和进口商

- a) NavVis Products may be subject to statutory provisions and regulations including export or import regulations. Customer must comply with all provisions and regulations related to the delivery or use of the Products. These provisions and regulations may include restrictions in terms of place of destination, user and purpose of use.

NavVis 产品可能受法定条款和法规的约束，包括出口或进口法规。客户必须遵守与产品交付或使用相关的所有条款和规定。这些规定和条例可能包括目的地、用户和使用目的方面的限制。

6. DELIVERY, TRANSFER OF RISK AND CANCELLATION /交付、风险转移和取消

- a) Unless agreed otherwise, NavVis will organize shipping with a reliable service provider at reasonable cost (including appropriate insurance). Customer shall provide all necessary documents and statements required for shipping by statutory law (e.g. pro-forma invoice, import or export accompanying documentation etc.).

除非另有约定，否则 NavVis 将以合理的费用(包括适当的保险)与可靠的服务提供商约定组织运输。客户应提供成文法规定的装运所需的所有必要文件和声明(例如形式发票、进口或出口附随文件等)。

- b) Unless otherwise agreed (i) conditioned upon full payment due, title to and (ii) in any case, all risk of loss for the physical media will pass to Customer upon delivery, whereas “delivery” is considered to be handing the goods over to the carrier contracted or Customer directly, in accordance to the Incoterms agreed (“Delivery”).

除非另有约定：(1)以全额支付到期款为条件；(2)在任何情况下，实物的所有损失风险将在交付时转移给客户，而“交付”被认为是根据商定的“国际贸易术语解释通则”将货物移交给合同承运人或直接给客户(“交付”)。

- c) All costs and charges actually incurred for first shipping to mainland China, custom clearance and handling fee as well as insurance with regard to import of Products into mainland China shall be borne by NavVis. NavVis will bear other reasonable costs for returning defect Products or shipping repaired Products incurred in mainland China within the period of warranty as set forth in Subsection g), Section 7 herein and for which proof is provided by Customer in case such costs occur due to NavVis’ liability for a defect; however, upon NavVis’ request, Customer shall process payment with authorities and aforesaid costs incurred will be subsequently reimbursed by NavVis.

首次运往中国大陆实际发生的所有费用、清关和手续费以及产品进口到中国大陆的保险费均由 NavVis 承担。NavVis 将承担在本协议第 7 条 g)款规定的保修期内在中国大陆发生的退回缺陷产品或运送维修产品的其他合理费用，据此客户应提供证明该等费用是由于 NavVis 对缺陷承担责任而发生的；但是，应 NavVis 的要求，客户应向当局先行付款，所产生的上述费用随后将由 NavVis 退还。

- d) Upon Delivery, Customer is solely responsible for managing any data (e.g. deleting, transferring and creating backups) stored on the NavVis Products, including SSD card in the Hardware. Customer shall take reasonable precautions against the loss of data (e.g. regular back-up) before returning NavVis Products to NavVis for repair or for any other reason. NavVis will not be responsible for any data, software or material that is lost or reformatted. For Software back up, the provisions of the EULA shall apply.

交付后，客户完全负责管理存储在 NavVis 产品上的任何数据(例如，删除、传输和创建备份)，包括硬件中的 SSD 卡。在将 NavVis 产品退回 NavVis 进行维修或因任何其他原因退回之前，客户应采取合理的预防措施，防止数据丢失(例如，定期备份)。对于丢失或重新格式化的任何数据、软件或材料，NavVis 概不负责。对于软件备份，应适用 EULA 的规定。

- e) In any case of return of NavVis Products to NavVis premises or any other location, Customer shall be responsible for transportation according to the instructions provided by NavVis, including but not limited to NavVis guidelines and manuals provided. Customer shall provide for a handover protocol between Customer and transportation company before shipment to avoid dispute about damage (concerning obvious external damage in particular) occurred during transportation.

在将 NavVis 产品退回到 NavVis 办公地或任何其他地点的任何情况下，客户应根据 NavVis 提供的说明(包括但不限于提供的 NavVis 指南和手册)负责运输。装运前，客户应提供客户与运输公司之间的交界手册，以避免因运输过程中发生的损坏(特别是明显的外部损坏)而引起的争议。

- f) NavVis does not make any warranty or guarantee as to shipping and delivery dates. Customer accepts that NavVis does not assume any liability whatsoever for any and all losses, damages or contractual penalties of Customer due to delays to the delivery of NavVis Products or to the provision of Services, or for any failure to notify such delays, unless NavVis acts intentionally or grossly negligently. As a mere estimate, NavVis will inform Customer of the scheduled shipping and delivery dates as well as any subsequent deviations and foreseeable delays upon receipt of full payment or down payment agreed. Should Customer fail to process receipt of shipment or fail to comply with other obligations to cooperate, including making payment in due time, NavVis shall be entitled to assert damages, including higher expense. The right to additional claims remains reserved.

NavVis 不对发货和交货日期作出任何担保或保证。客户接受 NavVis 不对客户因延迟交付 NavVis 产品或提供服务或未能通知此类延迟而造成的任何和所有损失、损害或合同处罚承担任何责任，除非 NavVis 故意或严重疏忽。作为粗略估计，NavVis 将在收到约定的全额付款或首付款后通知客户预计的发货和交付日期以及任何后续可预见的偏差和延迟。如果客户未能处理装运收据或未能履行其他合作义务，包括及时付款，NavVis 应有权主张损害赔偿，保留获得额外更高索赔的权利。

- g) Shipment date may be deferred upon Customer’s request for up to thirty (30) calendar days from the original shipping date scheduled by NavVis, provided Customer places such request to finance-cn@navvis.com at least ten (10) calendar days’ prior to original shipping date.

如果客户要求，发货日期可从 NavVis 计划的原定发货日期起最多推迟三十(30)个日历日，前提是客户在原定发货日期前至少十(10)个日历日之前向 finance-cn@navvis.com 提出此类请求。

- h) Cancellation.** If originally estimated shipping is delayed by more than twelve (12) weeks due to NavVis' responsibility, Customer shall be entitled to cancel its Order concerning the NavVis Product affected by the delay, and to demand reimbursement of the corresponding payment received by NavVis. If Customer can demonstrate that another NavVis Product or Service ordered in the same Order is affected and is of no use to Customer as a result of such cancellation (e.g. cancellation of the training for Hardware if the Hardware cannot be delivered), Customer shall also be entitled to cancel such associated NavVis Product or Service. Upon cancellation, Customer shall immediately discontinue use of the Product and Services, return Product to NavVis' premises at its own expense within five (5) business days, informing NavVis about details of return, and, except where required by law, delete any copies of Product or any related material in its possession and provide proof of deletion upon request. NavVis will issue reimbursement of payment via the payment method originally used by Customer within a reasonable time frame upon receipt of such return, and reimbursement of payment will be payment received less any shipping and handling fees incurred by NavVis, and less any amounts associated with any damage to the cancelled NavVis Product caused by Customer. **Customer shall have no other right to cancel any Order placed. All contracts concluded subject to these GTC are final unless otherwise provided by mandatory law.**

取消。如果由于 NavVis 的责任导致最初估计的发货延迟超过十二(12)周，客户应有权取消其有关受延迟影响的 NavVis 产品的订单，并要求 NavVis 退还收到的相应付款。如果客户能够证明按相同订单订购的其他 NavVis 产品或服务受到影响，并且由于此类取消致使客户没有意义去使用其他产品或服务(例如，如果硬件无法交付，则取消硬件培训)，则客户还应有权取消该相关的 NavVis 产品或服务。一旦取消，客户应立即停止使用产品和服务，在五(5)个工作日内自费将产品退还给 NavVis 的场所，告知 NavVis 退货细节，并在法律要求的情况下删除其拥有的任何产品或任何相关材料的副本，若应要求还需提供删除证明。NavVis 将在收到退货后的合理时间内，通过客户最初使用的付款方式安排退款，退款金额将减去 NavVis 产生的任何运费和手续费，并减去与客户对已取消的 NavVis 产品造成的任何损坏相关的任何金额。**客户无其他权利取消所下的订单。除非强制性法律另有规定，否则所有受这通用销售条款约束的合同均为最终合同。**

7. LIMITED WARRANTY /有限质量保证

- a) **Warranty.** NavVis warrants that the Product at the time of first delivery will be free from defects as to quality and title.

质量保证。NavVis 保证产品在首次交付时没有质量和所有权方面的瑕疵。

- i. NavVis will rectify the defect through elimination of the defect ("repair") or provision of a defect-free substitute at NavVis' choice and free of charge within an appropriate period. Customer may be required to send Product to NavVis' premises for repair. It is the Customer's responsibility to backup any data, software, or other material it may have stored on Products before sending. NavVis will not be responsible for any data, software or material that is lost or reformatted.

NavVis 将在适当的时间内通过消除缺陷("修复")或根据 NavVis 的选择以免费提供无缺陷替代品的方式来纠正缺陷。客户可能需要将产品送到 NavVis 的场所进行维修。客户有责任在发送之前备份其可能存储在产品上的任何数据、软件或其他材料。对于丢失或重新格式化的任何数据、软件或材料，NavVis 概不负责。

To the extent reasonable for Customer and provided it does not considerably impair the agreed use, NavVis may rectify the defect by providing an update, upgrade or more recent version of the Product or a technical workaround by means of written or remote instructions and/or by way of corrective tool or software, whereas Customer is obliged to implement such instructions, to enable remote data transmission or remote access by NavVis as necessary.

在对客户而言合理的范围内，如果不会严重损害约定的使用，NavVis 可以通过提供产品的更新、升级或更新版本，或通过书面或远程说明和/或通过纠正工具或软件提供技术解决办法来纠正缺陷，而客户有义务遵从此类指导，以便在必要时通过 NavVis 进行远程数据传输或远程访问。

If a defect cannot be rectified within a reasonable period, or if repair or delivery of a substitute can be deemed to have failed for other reasons, then Customer may demand a reduction of the Fee. Supplementary performance has not failed until NavVis has unjustifiably refused to rectify or has been given adequate opportunities to rectify the defect, taking into account the complexity of the matter and the circumstances, but at least three (3) opportunities. NavVis may refuse to rectify the defect and refer Customer to its right to rescind or terminate the contract if rectifying the defect is only possible for NavVis at unreasonable expenses.

如果缺陷不能在合理期限内纠正，或者如果维修或交付替换件因其他原因而被视为失败，则客户可以要求降低费用。考虑到问题的复杂性和情况，直到 NavVis 无理拒绝整改或已被给予足够的机会来整改缺陷但仍失败时，补充履行才会失败，但至少 NavVis 有三(3)次机会。如果只有在产生不合理费用的前提下，NavVis 才有可能纠正缺陷，则 NavVis 可以拒绝纠正缺陷，并向客户建议其解除或终止合同的权利。

Alternative to a reduction of the Fee, Customer may rescind the contract provided that the claimed defect is not immaterial. In case of rescission, NavVis will refund payment less compensation for use (limited use due to defect for which NavVis is liable) and deterioration. 作为降低费用的替代方案，只要索赔的缺陷不是无关紧要的，客户就可以解除合同。在合同解除的情况下，NavVis 将减去使用费用(由于 NavVis 负责的缺陷而限制使用)和折旧后退还应补偿的余款。

- ii. NavVis will at its sole discretion rectify defects in title by way of (A) obtaining for Customer a non-exclusive license to continue using the Product; (B) replacing the infringing portion to the extent reasonable for Customer in consideration of the agreed purpose of use; or (C) modifying the infringing portion without unreasonable degradation in functionality in order to make it non-infringing. In case rectification is not possible, NavVis will take back the infringing portion thereof and refund payment less compensation for use and deterioration.

NavVis 将自行酌情决定通过以下方式纠正所有权方面的缺陷：(1)为客户获得继续使用产品的非独家许可；(2)考虑到商定的使用目的，在客户合理的范围内更换侵权部分产品；或(3)修改侵权部分产品，而不会造成功能的不合理降级，以使其不再侵权。如果无法整改，NavVis 将收回其侵权部分产品，并退还减去使用费用和折旧后应补偿的余款。

- b) Customer shall give written notice of the defect to NavVis immediately after receipt of the Product, unless defect is not recognizable, and in this case, immediately after discovery. Customer has a duty to examine NavVis goods received immediately following receipt, and to check for defects. NavVis shall not be liable for defects which have not been communicated in accordance with the above requirements.

客户应在收到产品后立即向 NavVis 发出关于缺陷的书面通知，除非无法识别缺陷，在这种情况下，应在发现缺陷后立即向 NavVis 发出书面通知。客户有责任在收到后立即检查收到的 NavVis 产品，并检查是否有缺陷。对于未按照上述要求传达的缺陷，NavVis 概不负责。

For the sake of clarity, transport damages which are not subject to warranty claim due to transfer of risk upon Delivery shall be communicated to NavVis in the same manner and NavVis will, to the extent reasonable, support Customer concerning possible insurance claims.

为免歧义，应以相同方式告知 NavVis 交付时由于转移风险而不在质量保证范围内的运输损失，NavVis 将在合理范围内就可能的保险索赔向客户提供支持。

- c) Defects shall be documented by Customer in a manner comprehensible to NavVis (e.g. in the case of material defects by means of screenshots, pictures, error messages and defect records) and shall be reported in writing immediately after determination of any such defect. NavVis requires that all warranty claims are accompanied by a proof of purchase (sales receipt or order confirmation), Customer name, contact information, and the serial number of Customer's NavVis Products to allow verification of the date of purchase and delivery. Where proof of purchase or subscription is not provided, NavVis reserves the right to classify the defect a non-warranty case and to charge a service fee and/or charge for parts replaced or repaired.

客户应以 NavVis 可理解的方式记录缺陷情况(例如，在材料缺陷的情况下，通过屏幕截图、图片、故障消息和缺陷记录的方式)，并应在确定任何此类缺陷后立即以书面形式告知。NavVis 要求所有保修索赔申请都附有购买证明(销售收据或订单确认)、客户名称、联系信息和客户的 NavVis 产品序列号，以便验证购买和交付的日期。如果未提供购买证明，NavVis 保留将缺陷归类为不予保修案例的权利，并对更换或维修的部件收取服务费和/或费用。

- d) **No warranty.** NavVis is not liable for any warranty or representation made by a reseller or any party other than NavVis. Notwithstanding other provisions of these GTC, NavVis' obligations for warranty for NavVis Products (Hardware and Software) directly purchased from NavVis shall be limited solely and exclusively to the warranties and obligations under this Section 7 (Limited Warranty). Batteries, rubber handles or packaging or transport cases of the NavVis Hardware are not considered as part of the Hardware, but rather as consumables, and warranty for these consumables is expressly excluded. NavVis offers to repair damaged packaging or transport case at Customer's cost and if Customer refuses such repair NavVis will take no liability for the Product and warranty is excluded. Unless otherwise agreed, for Products with damaged packaging or transport case, all risk of loss will pass to Customer at the shipping dock of NavVis shipping facility.

不予保修。 NavVis 对经销商或除 NavVis 以外的任何一方所作的任何担保或陈述不承担任何责任。除非本通用销售条款另有规定，NavVis 对直接从 NavVis 购买的 NavVis 产品(硬件和软件)的保修义务应仅限于本第 7 条(有限质量保证)项下的保修义务。NavVis 硬件的电池、橡胶手柄或包装盒或运输箱不被视为硬件的一部分，而是被视为消耗品，并且明确排除对这些消耗品的保修。NavVis 可修理损坏的包装或运输箱，但费用由客户承担，如果客户拒绝维修，NavVis 将不对产品承担任何责任，并且质量保证责任将被豁免。除非另有约定，对于包装或运输箱损坏的产品，所有损失风险在货物转移到 NavVis 发货设施的出货点时转移给了客户。

NavVis does not provide any warranty for Services, unless otherwise expressly agreed in writing. Except as expressly provided herein or in an individual agreement signed by both parties, NavVis disclaims and Customer waives all representations, warranties, conditions or other terms (whether express, implied, or statutory), including in particular any warranty, condition, or term (i) of any implied warranties of merchantability, fitness for a particular purpose, reasonable care and skill, non-infringement, satisfactory quality, accuracy, or system integration, or (ii) arising from any course of dealing, course of performance, or usage in the industry. To the extent permitted by law, if a warranty, condition, or term cannot be disclaimed, such warranty, condition, or term shall be limited in duration to the applicable express warranty period.

除非另有明确的书面约定，否则 NavVis 不为服务提供任何质量保证。除非本协议或双方签署的单独协议中另有明文规定，否则 NavVis 不承担且客户放弃追究任何声明、保证、条件或其他条款下的责任(无论是明示的、默示的还是法定的)，尤其包括(1)涉及适销性、特定用途的适用性、合理的照料和技能、不侵权、令人满意的质量、准确性或系统集成的任何默示的保证、条件或条款，或(2)因行业中的任何交易过程、履行过程或用途而产生的任何保证、条件或条款。在法律允许的范围内，如果不能放弃该保证、条件或条款，则该保证、条件或条款的期限应限制在适用的明示的保修期内。

- e) **Warranty exclusion.** The following errors are excluded from NavVis' warranty: (i) insignificant defects, including but not limited to errors that can be easily corrected (by workaround to the extent reasonable) and will not show up as a performance defect; (ii) defects that result from modification, alteration or enhancement by anyone other than NavVis itself in provision of maintenance and support services or as otherwise agreed (e.g. removing cover or seal on the Hardware is deemed modification); (iii) defects that result from Customer's use of an operating and/or installation environment, software, hardware, firmware, data, or technology not provided or approved in writing by NavVis; or (iv) from any telecommunications medium used by Customer.

保修排除情形。以下故障不在 NavVis 的保修范围内：(1)微不足道的缺陷，包括但不限于可以(在合理范围内通过变通方法)很容易纠正且不会表现为性能缺陷的故障；(2)由 NavVis 以外的任何人在提供维护和支持服务时采取修改、更改或增强设备或以另行约定的行为(例如，取下硬件上的盖子或封条即视为修改)导致的缺陷；(3)客户使用未由 NavVis 书面提供或批准的操作和/或安装环境、软件、硬件、固件、数据或技术而导致的缺陷；或(4)客户使用的任何通讯媒介造成的缺陷。

Further, the warranty does not cover claims (v) resulting from misuse, abnormal use, overloading, general wear and tear, poor maintenance, color fading, mold, fabric cuts and tears, tire punctures or corrosion to frames as a result of atmospheric or environmental conditions; (vi) any use in violation of these GTC, the applicable EULA, Documentation and instructions by NavVis, and (vii) resulting from use of a superseded version provided the infringement would have been avoided by the use of a then-current release for which Customer was eligible for.

此外，质量保证不包括(5)因误用、异常使用、超载、一般损耗、维护不善、褪色、霉菌、织物切断和撕裂、轮胎刺破或由于大气或环境条件导致的框架腐蚀而导致的索赔；(6)任何违反本通用销售条款、适用的 EULA、NavVis 文档和说明的使用，以及(7)通过使用过时版本而导致的侵权行为，前提是客户有资格获得当时最新版本就可以避免侵权。

- f) Customer is obliged to mitigate damages and loss. Customer is not authorized to rectify defects itself or have them rectified by any third party and claim reimbursement for expenses without prior confirmation from NavVis in writing.

客户有义务减轻损害和损失。在没有事先得到 NavVis 书面确认的情况下，客户无权自行纠正缺陷或由任何第三方纠正缺陷并要求报销费用。

- g) Claims based on material defects or defects of title become time-barred after twelve (12) months. Statute of limitation shall start with Delivery; warranty work performed by NavVis creates neither an extension of the warranty period nor does it start a new warranty period afresh. In the event of willful act or gross negligence of NavVis, in case of malicious concealment of a defect, physical injury, guarantees and claims in accordance with mandatory product liability laws, the statutory limitation periods apply.

基于重大缺陷或所有权缺陷的赔偿请求权在十二(12)个月内行使，其后成为逾期索赔。诉讼时效应从交付日开始；NavVis 执行的保修工作既不会延长保修期，也不会重新开始新的保修期。如果 NavVis 存在故意行为或严重疏忽，或如果恶意隐瞒缺陷、或存在人身伤害、则根据适用的强制性的产品责任法下的法定时效期限予以担保或被索赔。

- h) NavVis replacement parts used in Hardware may be new or refurbished. Due to some parts being discontinued and/or no longer available, replacement parts and Products may be subject to minor variations when compared to the replaced part. Replaced items shall become NavVis' property.

硬件中使用的 NavVis 替换部件可以是新的或翻新的。由于某些部件已停产和/或不再可用，与被更换的部件相比，新更换的部件和产品可能会有细微的差异。被更换的物品应为 NavVis 的财产。

- i) The place of performance shall be at NavVis' premises unless otherwise agreed or determined by applicable mandatory law. NavVis reserves the right to invoice Customer in accordance with the respectively then current standard price for the service for (i) additional costs which arise as a result of a reallocation of the Product by Customer to a location other than the contractually agreed (installation) location, (ii) additional costs which arise as a result of Customer culpably failing to comply with its obligations to cooperate in accordance with these GTC or the applicable EULA, (iii) additional costs which are based on material defects in the Product which are asserted by Customer but do not exist, (iv) material defects in the Product which arise exclusively as a result of culpable faulty operation, and/or (v) additional costs based on non-observance of the applicable Documentation.

除非适用的强制性法律另有约定或决定，否则合同履行地点应在 NavVis 的场所。NavVis 保留按照各自当时的服务标准价格向客户开具发票的权利，这些费用包括：(1)由于客户将产品重新分配到合同约定的(安装)地点以外的位置而产生的额外成本；(2)由于客户未按本通用销售条款或适用的 EULA 履行其合作义务而产生的额外成本；(3)基于客户声称但并不存在的产品中的重大缺陷而产生的额外成本；(4)因不当操作而产生的重大缺陷，以及(5)基于不遵守适用文档而产生的额外成本。

- j) This Section 7 (Limited Warranty) states NavVis' total obligation and the sole remedy available to Customer regarding any claims for defect. 本第 7 条(有限质量保证)规定了 NavVis 的全部义务, 系客户因任何缺陷索赔而所获唯一赔偿。

8. SUPPORT SERVICE, NON-WARRANTY REPAIR /支持服务、非质保期内维修

- a) NavVis offers support for its Products and Services to Customer as procured and indicated in the Quotation and in accordance with the then current support policy.

NavVis 根据届时的支持政策, 按照报价中的采购和标注信息, 向客户提供其产品和服务的支持服务。

- b) Maintenance and support services for NavVis Products may be purchased for a specific term exclusively as detailed in the Quotation, order confirmation or invoice by NavVis. Maintenance and support services by NavVis are provided as pure services. Section 7 (Limited Warranty) does not apply for any maintenance or support Product or Services unless otherwise agreed in writing.

NavVis 产品的维护和支持服务可能只允许按特定期限购买, 详见 NavVis 的报价、订单确认函或发票。NavVis 的维护和支持服务作为纯服务提供。除非另有书面同意, 否则第 7 条(有限质量保证)的约定不适用于任何维护或支持产品或服务。

- c) For a defect for which NavVis is not liable in accordance with Section 7 (Limited Warranty) Customer may request a Quotation from NavVis. NavVis will, in so far as this is reasonable and possible, provide a Quotation with an adequate price for such non-warranty issue.

对于根据第 7 条(有限质量保证)中约定 NavVis 不承担责任的缺陷, 客户可以向 NavVis 请求报价。在合理和可能的情况下, NavVis 将为此类非承保问题提供具有合理价格的报价。

- d) NavVis may, at its sole discretion, subcontract support services to a third party subject to the same level of confidentiality and data protection and will remain fully responsible towards Customer.

NavVis 可自行决定将支持服务分包给第三方, 但须遵守相同级别的保密和数据保护义务, 并将继续对客户完全负责。

9. CONFIDENTIAL INFORMATION, NAMING AS REFERENCE CUSTOMER /保密信息、署名合作客户

- a) Information disclosed by NavVis under these GTC, the EULA and any other individual agreement shall be treated as confidential ("Confidential Information") and shall only be used for the purposes as agreed therein. The non-disclosure agreement entered into between the parties shall hereby be incorporated into these GTC and apply to Confidential Information.

NavVis 根据本通用销售条款、EULA 和任何其他单独协议而披露的信息应视为保密("保密信息"), 并且只能用于协议约定的目的。双方签订的保密协议在此纳入本通用销售条款, 并予以保密。

- b) NavVis reserves its right to ownership and the copyright to its images, drawings, manuals, related media, program descriptions and other documentation and all Confidential Information. Customer must obtain NavVis' express consent in writing before dissemination or disclosure of Confidential Information to third parties. NavVis reserves the right to initiate corresponding legal measures if Customer fails to comply with this requirement.

NavVis 保留其图像、绘图、手册、相关媒体、程序说明和其他文档以及所有保密信息的所有权和版权。客户在向第三方传播或披露保密信息之前, 必须获得 NavVis 的明确书面同意。如果客户未能遵守此要求, NavVis 保留采取相应法律措施的权利。

- c) NavVis is entitled but not obliged to name Customer in marketing material for potential customers of NavVis, in particular on its webpages. This shall be done at the general discretion of NavVis. Therefore, Customer hereby grants to NavVis a right to use the name, logo or any other mark of Customer ("Customer Mark"), expressly limited to naming Customer as a customer of NavVis. Any other use of a Customer Mark or publication of the actual use (e.g. of the specific case of application) requires the prior, written consent of Customer. NavVis and Customer are entitled to publish the existence of their general cooperation.

NavVis 有权但没有义务在针对 NavVis 潜在客户的营销材料中指明客户名称, 特别是在其网页上。这应由 NavVis 自行决定。因此, 客户特此授予 NavVis 使用该客户的名称、徽标或任何其他标记("客户标识")的权利, 明确限用于将客户称作 NavVis 的客户。任何其他使用客户标识或发布实际使用情况(例如, 具体应用情况)的行为需要事先征得客户的书面同意。NavVis 和客户有权公布和确认其存在通常意义下的合作。

10. LIMITATION OF LIABILITY /责任限定

- a) Both parties are liable with regards to these GTC and each individual order pursuant to the following conditions:

双方依照本通用销售条款和具体订单内容, 在下列情形下负有责任:

- i. Both parties are liable without restriction for loss or damage caused by intent by the respective party, its legal representatives or officers, and of subcontractors or other auxiliary persons.

双方对各自一方、其法定代表人或高级职员以及分包商或其他辅助人因故意造成的损失或损害承担不受限制的责任。

- ii. Both parties are liable without restriction for loss or damage resulting from death, physical injury or health impairment caused by the respective party, its subcontractors, legal representatives or other auxiliary persons.
双方对各自一方及其分包商、法定代表人或其他辅助人造成的人身死亡、人身伤害或健康损害所导致的损失或损害承担不受限制的责任。
- iii. Both parties are liable for loss or damage arising from the absence of assured characteristics (zugesicherte Eigenschaften) up to the amount encompassed by the purpose of the assurance and which was identifiable by the respective party at the time of giving the assurance.
双方均对因缺乏保证的产品功效而产生的损失或损害承担责任，但以为保证目的所确定的最高金额（提供保证时双方均可确定）为限。
- b) NavVis is liable for product liability losses and damage pursuant to the provisions of the Product Quality Law of the People's Republic of China. 根据中华人民共和国产品质量法的规定，NavVis 对产品责任造成的损失和损害承担赔偿责任。
- c) Both parties are liable for loss or damage caused by gross negligence by the respective party, its legal representatives or officers and of subcontractors or other auxiliary persons, however with respect to indirect loss and indirect damage limited to losses and/or damages reasonably foreseeable by the respective party at the time of the performance and that would typically arise out the performance of the respective service. In any event consequential damages (e.g. due to production downtime) and damages for lost profit shall be excluded.
双方对各自一方、其法定代表人或高级职员以及分包商或其他辅助人的重大过失造成的损失或损害负责，但间接损失和间接损害仅限于双方在履行合同时可合理预见的损失和/或损害，通常会在各自服务的履行过程中产生。在任何情况下，不包括间接损失(例如，由于生产停机造成的)和利润损失的赔偿。
- d) Both parties are liable for loss or damage caused by negligence (Fahrlässigkeit) by the respective party, its legal representatives or officers and of other auxiliary persons, however limited to direct losses and/or direct damages reasonably foreseeable by the respective party at the time of the performance and that would typically arise out the performance of the respective service. In any event consequential damages (e.g. due to production downtime) and damages for lost profit shall be excluded. The aggregate liability for any and all such loss or damage arising out of the performance under or in connection with these GTC shall not exceed the total aggregate value of all orders according to these GTC. The liability for individual order shall be limited to the respective value of that order.
双方对各自一方、其法定代表人或高级职员以及其他辅助人因疏忽造成的损失或损害负责，但仅限于各自一方在履行合同时可合理预见的直接损失和/或损害，这些直接损失和/或损害通常会在各自服务的履行过程中产生。在任何情况下，不包括间接损失(例如，由于生产停机造成的)和利润损失的赔偿。在本通用销售条款项下产生或因履行本通用销售条款而引起的任何和所有此类损失或损害的总责任不得超过本通用销售条款规定订立的所有订单的总价值。对个别订单的赔偿责任应以该订单各自的价值为限。
- e) Both parties are liable for loss and damage arising from the breach of Material Obligations by the respective party, its legal representatives or auxiliary persons. Material obligations are the main obligations that form the basis of the contract, were crucial for the conclusion of the contract, and upon whose fulfilment the other party can reasonably rely (Kardinalpflichten). If a party is in breach of these Material Obligations through negligence (Fahrlässigkeit), its liability shall be limited to the amount reasonably foreseeable by the respective party at the time of the performance of the respective service. In any event consequential damages (e.g. due to production downtime) and damages for lost profit shall be excluded.
双方对各自一方，其法定代表人或其他辅助人因违反实质性义务而造成的损失和损害负有责任。实质性义务是构成合同基础的主要义务，对订立合同至关重要，另一方可以合理地信赖其履行。如果一方因疏忽而违反这些重大义务，其责任应限于该方在履行其义务时可合理预见的金额。在任何情况下，不包括间接损失(例如，由于生产停机造成的)和利润损失的赔偿。
- f) All claims for loss or damage against NavVis shall become time-barred after twelve (12) months, unless otherwise stipulated by applicable laws and other longer statutory limitation period applies case by case.
所有针对 NavVis 的损害赔偿请求权应在十二(12)个月内行使，否则失效，除非个案中适用法律另行规定了其他更长的法定时效。
- g) **Indemnification.** NavVis will support Customer in defense against any third party claim that NavVis Products infringe third party patents or copyrights (or similar) in a court of competent jurisdiction and will indemnify Customer - in full or in case of negligence on behalf of NavVis for loss of profits limited to the total contract value for purchase - against a final judgment entered by a court of competent jurisdiction or any settlements arising out of such claim, provided that Customer satisfies the following conditions: Customer will (i) immediately notify NavVis in writing about any third party claim asserted and its reasons; (ii) grant NavVis sole control over the litigation and all associated actions with respect to such claim as far as reasonable; and support NavVis as far as necessary; (iii) provide all reasonable assistance, information and authority to NavVis which is required to enforce the actions mentioned in (ii); (iv) not make any admission against NavVis' interests or agree to any settlement of any claim without the prior written consent of NavVis in writing, unless made pursuant to a judicial request or order, and (v) enable NavVis to choose and instruct a lawyer.

免责。 NavVis 将支持客户在有管辖权的法院就 NavVis 产品侵犯第三方专利或版权(或类似)的任何第三方索赔进行抗辩,并确保客户免责。或在疏忽的情况下,依照有管辖权的法院作出的最终判决或因此类索赔而产生的任何和解结果,以 NavVis 名义赔偿客户其购买合同总价值为限的利润损失,前提是客户满足以下条件:客户将(1)立即以书面形式通知 NavVis;(2)在合理的情况下,授予 NavVis 对诉讼和与该索赔有关的所有相关诉讼的独家控制权;并在必要时支持 NavVis;(3)向 NavVis 提供第(2)项所述行动所需的一切合理协助、信息和授权;(4)未经 NavVis 事先书面同意,不得有违 NavVis 利益同意任何索赔的和解,除非是根据司法请求或命令作出的,以及(5)使 NavVis 能够选择和指示律师。

11. RIGHT OF INSPECTION /检查权

- a) NavVis Products may be subject to limitations and restrictions. Customer shall maintain relevant records sufficient to confirm compliance with these GTC as well as the EULA, applicable Documentation as well as any instructions provided by NavVis and any additional agreements. NavVis 产品可能会受到限制。客户应保存足以证明遵守了该通用销售条款和 EULA、适用文档以及 NavVis 提供的任何说明和任何其他协议的相关记录。
- b) NavVis and its authorized representatives are entitled to conduct reasonable inspection to ensure compliance with these GTC as well as the EULA, applicable Documentation as well as any instructions provided by NavVis and any additional agreements, if any. For the purposes of inspection, Customer agrees to provide reasonable support and to enable access to its premises at which a NavVis Product is located. If the NavVis Product or parts thereof are located on the premises of third parties, Customer shall be obliged to arrange access to these third parties for NavVis and its authorized representatives in accordance with the above sentence. NavVis 及其授权代表有权进行合理检查,以确保客户遵守了该通用销售条款和 EULA、适用文件以及 NavVis 提供的任何说明和任何其他协议(如果有)。出于检查目的,客户同意提供合理的支持,并允许访问其 NavVis 产品所在的场所。如果 NavVis 产品或其部分位于第三方场所,则客户有义务根据上述规定安排 NavVis 及其授权代表访问这些第三方。
- c) NavVis shall provide timely notification of such inspection and parties will agree on the details of such inspection. An inspection may consist of a self-audit questionnaire. NavVis 应及时通知此类检查计划,双方将就此类检查安排的细节达成一致。检查可能包括自审问卷的形式。
- d) If Customer is not in compliance, Customer must immediately pay the applicable Fees of the then current list price and taxes, and respective support fees, if applicable, for the past and the future to become compliant and reimburse all costs incurred by NavVis in performing the audit. 如果客户不遵守规定,则客户必须立即支付依照当时价目表上所列价格和税款而组成的费用,以及过去和未来的相应支持费用(如果适用)才能符合规定,并报销 NavVis 在执行检查过程中产生的所有费用。

III. PROJECTS/项目

12. MAPPING PROJECTS /扫描项目

- a) NavVis' Services provided may include Mapping. Mapping means the process of digitalizing indoor space with NavVis Technology by moving an IMMS through the area to be mapped during a certain time as defined by project management and agreed with Customer. Laser scanners continuously acquire data during the Mapping process. Cameras are triggered automatically at a pre-defined distance interval. Mapping might include outdoor area and use of third-party technology. If agreed, NavVis will provide Data created during a Mapping to Customer. NavVis 提供的服务可能包括扫描。扫描是指通过 NavVis 技术将室内空间数字化的过程,即在项目管理方指定且经客户同意的时间段内在被扫描区域内移动 IMMS 设备。该激光扫描仪将在扫描期间持续获得数据。摄像机在预设距离间隔内自动触发工作。扫描可能包括户外区域和使用第三方技术。如果同意,NavVis 将向客户提供在扫描期间创建的数据。
- b) NavVis generally reserves the right in its sole discretion to perform the Services owed to Customer with its own employees or independent third parties as subcontractors and Customer explicitly agrees thereto. To the extent necessary, NavVis will provide for respective agreements with its subcontractors the perform its contractual obligations towards Customer to full extent. NavVis 通常自行决定派遣其员工或独立的第三方作为分包商向客户履行未完成服务,客户对此明确同意。在必要的范围内,NavVis 将与其分包商签订各自的协议,以充分履行其对客户的合同义务。
- c) Customer shall avoid, and be responsible for, any personally identifiable information/PII processed by NavVis during Mapping in compliance with applicable data protection laws and regulations. 客户应遵从适用的数据保护法律和法规,避免使用 NavVis 在扫描过程中处理的任何个人身份信息,并承担相关责任。
- d) In support of professional Mapping preparation, Customer shall comply with the mapping preparation rules and any further duty of cooperation communicated by NavVis or subcontractor (including, but not limited to, provision of competent single person of contact two weeks prior to the day of Mapping, provision of floor plans or drawings of the area to be mapped as agreed, complete pre-mapping preparations in consultation

with NavVis or subcontractor, ensure access to such area as well as uninterrupted Mapping of minimum five (5) hours, as well as on-site support during Mapping etc.).

为支持专业的扫描活动而作准备, 客户应遵守扫描准备规则以及履行同 NavVis 或其分包商沟通的任何其他合作义务(包括但不限于, 在扫描之日前两周提供称职的单一联系人, 按照约定提供待扫描区域的平面图或图纸, 与 NavVis 或其分包商协商完成扫描前准备工作, 确保进入该区域以及至少五(5)小时的不间断扫描活动, 以及在扫描期间提供现场支持等)。

Customer is responsible for any delays, quality reductions or other damages resulting from missing or insufficient building preparation, short term cancellations, deny of access, delays or other interruptions in Mapping caused by Customer.

客户对因建筑准备缺失或不充分、短期取消、拒绝访问、客户造成的扫描延迟或其他中断事由而导致的任何延误、质量下降或其他损坏负责。

In case Customer cancels a planned Mapping (i) within one (1) week prior to planned start of Mapping Customer shall pay twenty-five percent (25%) of the agreed Fee, and in addition (ii) within forty-eight (48) hours prior to planned start of Mapping Customer shall pay fifty percent (50%) of the agreed Fee for the respective Mapping and parties will agree on a new date for Mapping.

如果客户(1)在计划开始扫描前一(1)周内取消计划的扫描, 客户应支付协议费用的百分之二十五(25%), 此外如果客户(2)在计划开始扫描前四十八(48)小时内取消扫描, 客户应支付协议费用的百分之五十(50%), 且双方将就新的测绘日期达成一致。

In case of missing or insufficient preparation including, but not limited to, interrupted or limited access to the area to be mapped or failure to remove confidential or personal data such as flipchart or white board writings, documents, name tags, photos or similar, Customer is responsible for any quality imperfections resulting from missing or insufficient preparation and shall (i) bear all additional costs incurred as well as any potential indirect damages such as lost profits (e.g. in the case of NavVis not being able to complete another already planned project due to the delay), (ii) indemnify and hold NavVis harmless for any third party claims relating thereof and (iii) does not have the right to deny or reduce payment or request free of charge improvements or claim any other right of retention/ to withhold payment. NavVis shall document costs incurred due to waiting time in units of fifteen (15) minutes based on the agreed pricing. Notwithstanding Customer's obligation to pay costs incurred, in case of delay of more than two (2) hours, parties shall mutually agree on a new date for Mapping taking into account resource availability.

如果准备工作缺失或准备不足, 包括但不限于对扫描区域的访问中断或受限, 或未能删除机密或个人数据, 如活动板或白板文字、文件、名牌、照片或类似内容, 客户应对因准备不足或缺失而导致的任何质量缺陷负责, 并(1)应承担产生的所有额外成本以及任何潜在的间接损害, 如利润损失(例如, 如果 NavVis 因延迟而无法完成另一个已规划的项目); (2)赔偿与 NavVis 相关的任何第三方索赔并使其不受损害; 3)无权拒绝付款或减少付款, 或免费要求改进, 或要求任何其他留置/停止付款的权利。NavVis 应根据商定的定价, 以十五(15)分钟为单位记录因等待时间而产生的成本。尽管客户有义务支付所发生的费用, 但如果延误超过两(2)小时, 双方应考虑到资源的可用性, 共同商定一个新的扫描日期。

- e) If re-Mapping or removal of captured information is requested by Customer, NavVis shall provide Customer with an individual quote based on the agreed pricing.

如果客户要求重新扫描或删除捕获的信息, NavVis 应依据约定定价标准向客户提供单个报价。

- f) NavVis will make Data available to Customer in an appropriate form. Due to NavVis technology using the IMMS for capturing photos, imperfections, stitching errors and missing floor filling of the panorama images – especially in narrow areas – are possible in some cases and Customer acknowledges and agrees that this limitation of the technology is no reason to reduce or deny payment or request free of charge improvements or claim any other right of retention/ to withhold payment.

NavVis 将以适当的形式向客户提供数据。由于 NavVis 技术系使用 IMMS 来捕获照片, 在某些情况下可能会出现全景图像的瑕疵、拼接错误和缺少地板填充(尤其是在狭窄区域), 在此客户知悉并同意, 这种技术上的限制不是减少付款或拒绝付款、要求免费改进或要求任何其他保留/扣款权利的理由。

- g) NavVis calculates the Fee for Mapping based on square meters of the area to be mapped. If Customer or NavVis has reasonable doubts that the square meters estimate does not match the real physical dimensions of the area to be mapped more than +/- five percent (5%) variation tolerance, e.g. given floor plans do not match reality, the Fee shall be recalculated based on square meters determined as follows: NavVis shall recalculate the size in square meters based on the site model in the relevant IndoorViewer instance, the measurement of given floor plans or CAD drawings, the physical survey of the building or similar. If Customer fails to object to NavVis' calculation within two (2) weeks, NavVis' recalculated size in square meters shall be deemed accepted. In case Customer objects in time, the size of the area to be mapped shall be ultimately determined by a person with specialist knowledge acting as an independent expert) and not as arbitrator. The parties shall agree on the person of the independent expert, or, failing such agreement within a further two (2) weeks period, the independent expert shall be determined by the president of the German Chamber of Industry and Commerce in Shanghai. The outcome of the independent expert's opinion shall ultimately determine the square meters relevant for Fee calculation.

NavVis 根据待扫描区域的平方米数计算扫描费。如果客户或 NavVis 有理由怀疑估计的平方米数与待扫描区域的实际物理面积不符，且存在超过+/-5%的差别，例如给定的建筑平面图与实际不符，则应根据以下确定的平方米数重新计算费用：NavVis 应基于相关 Indoor Viewer 实例中的场地模型、给定的建筑平面图或 CAD 图纸的测量、建筑物的实物测量或类似情况重新计算面积(以平方米为单位)。如果客户未能在两(2)周内反对 NavVis 的计算，则应视为接受 NavVis 重新计算的面积(以平方米为单位)。如果及时提出反对，待扫描区域的大小应最终由具有专业知识的人员(作为独立专家)确定，而非通过仲裁员。双方应就独立专家的人选达成一致，如果不能在此后两(2)周内达成一致，独立专家应由德国商会上海分会确定。独立专家意见的结果将构成终局性的与费用计算相关的面积数。

Customer shall bear all associated costs and reimburse costs incurred by NavVis if square meters estimated by NavVis originally or recalculated by NavVis remain within a +/- five percent (5%) variation tolerance of the size such independent expert determines. Otherwise each party shall bear its own cost and the cost for the expert shall be borne equally.

如果 NavVis 最初估计或重新计算的平方米数在该独立专家确定面积大小的+/-5%容差范围内，则客户应承担所有相关成本，并偿还 NavVis 由此产生的成本。否则，双方应各自承担费用，专家费用由双方平分承担。

h) In the event parties agree on provision of work services with deliverables by NavVis, the following shall apply unless otherwise agreed in writing:

如果双方同意使用 NavVis 的交付成果提供工作服务，则除非另有书面约定，否则应适用以下条款：

i. Each party will retain all ownership rights to its previously existing intellectual property (including but not limited to trademarks, copyrights, patent rights, trade secrets, confidential or proprietary information, techniques, methods, software, technology, plans, designs, and business processes). NavVis will retain all ownership rights to any work product including software, documentation, training or educational materials, inventions, innovations and developments (“**Work Product**”) and NavVis grants Customer a non-exclusive, non-transferable and non-assignable license for the sole purpose of allowing Customer to make use of the work services and Work Product for its own internal business purposes as agreed. Such license is subject to Customer’s payment of all Fees (including taxes) and expenses. 各方将保留其对先前存在的所有知识产权的所有权(包括但不限于商标、版权、专利权、商业秘密、机密或专有信息、技术、方法、软件、技术、计划、设计和业务流程)。NavVis 将保留对任何工作产品(包括软件、文档、培训或教育材料、发明、创新和开发(以下简称“**工作产品**”)的所有权，并且 NavVis 授予客户非排他性、不可出售和不可让与的许可证，唯一目的是允许客户按照约定将工作服务和工作产品用于其内部业务目的。获得此类许可证须由客户支付所有服务费(含税)和费用。

ii. Several individual services that may be used by Customer independently of one another (e.g. upgrade of several projects) shall be subject to separate and independent acceptance. Partial services (e.g. project milestones) shall be subject to respective separate acceptance. Total performance shall be deemed accepted upon acceptance of all individual or partial services. In the event that final acceptance is expressly agreed, objections in relation to individual and partial services already accepted may be raised only concerning failed integrative interaction of the individual and partial services as intended and agreed.

客户可能独立使用几项单独服务(例如，多个项目的升级)，则各个服务应分别进行独立验收。阶段性服务(例如，项目里程碑)应分别进行单独验收。整体性服务则在接受全部个别或部分服务后视为被验收。在最终验收明确达成后，对已验收的个别服务和阶段性服务的异议只能在这类个别服务和阶段性服务的集成交互失败后提出。

iii. Following performance of the service owed (individual or partial) NavVis shall provide the Work Product to Customer. Customer shall review the Work Product and notify NavVis in writing within a period of five (5) business days in case unconditional acceptance has failed and specify for each objection all grounds preventing acceptance within a period of additional five (5) business days. Acceptance shall be deemed if Customer (i) fails to inform about (failed) acceptance within ten (10) business days, or (ii) commences operations with parts of or complete (partial) services. Acceptance may not be refused where defects ascertained reduce use of the work product to only an insignificant degree. Such insignificant errors shall be rectified by NavVis in accordance with Section 7 (Limited Warranty) above.

The parties shall prepare and confirm a record of acceptance, declaring or refusing unconditional acceptance.

在履行完所欠服务(个别或部分)后，NavVis 应向客户提供工作产品。如果无条件验收失败，客户应在五(5)个工作日内审查工作产品并以书面形式通知 NavVis，并在另外五(5)个工作日内为每个异议指明阻碍验收的所有理由。如果客户(1)未在十(10)个工作日内通知验收失败，或(2)已开始运行部分或全部(部分)服务成果，则视为验收。如果已查明的缺陷仅使工作产品的用途减少到微不足道的程度，则客户不得拒绝验收。NavVis 应根据上述第 7 条(有限质量保证)纠正此类微不足道的缺陷。

双方应当准备并确认无条件验收记录、声明或拒绝验收的记录。

iv. Should Customer have furnished a written list of defects in good time, NavVis shall rectify the specified defects within a reasonable period taking the project plan into account and again provide the Work Product for (partial) acceptance.

如果客户已及时提供书面缺陷清单，NavVis 应考虑在合理期限内纠正这类缺陷的计划，并再次提供工作产品供(部分)验收。

IV. MISCELLANEOUS/其他

13. CHOICE OF LAW, DISPUTE RESOLUTION /适用法律、争议结局

- a) These GTC shall be governed by and construed under the laws of the People's Republic of China where NavVis as contractual party to these GTC is established, excluding the principles of conflicts of law and the UN Convention on Contracts for the International Sale of Goods. Any dispute arising from or in connection with this Contract shall be submitted to Shanghai International Arbitration Center for arbitration.

本通用销售条款应受中华人民共和国法律管辖并根据中华人民共和国法律解释，NavVis 作为本通用销售条款的缔约方，排除法律冲突原则和联合国国际货物销售合同公约的适用。凡因本合同引起或与本合同有关的任何争议，均提交上海国际仲裁中心仲裁。

- b) Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

尽管有上述规定，任何一方均可就任何涉嫌侵犯其知识产权或专有权利的行为，向任何具有适当司法管辖权的法院寻求临时禁令救济。

- c) NavVis wishes to address Customer's concerns in good faith. Before filing a claim to the arbitration authority parties agree to informal dispute resolution by contacting the other party's management in writing at the registered business address. If a dispute is not resolved within fifteen (15) business days following receipt of such notice, either party may proceed formally as deemed necessary.

NavVis 真诚地希望解决客户的担忧。在向仲裁机构提出索赔申请之前，双方同意以书面形式向在注册的营业地址上的另一方管理层取得联系，以非正式方式解决争议。如果在收到此类通知后十五(15)个工作日内仍未解决争议，任何一方均可在认为必要时正式采取行动。

14. OTHER /其他

- a) **Entire Agreement.** These GTC constitute the whole agreement between the parties and supersede all previous agreements relating to the subject matter hereof and replace any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, assurances, representations or warranties, expressed or implied, other than as expressly set out in this agreement (except where implied by law and exclusion is prohibited).

完整协议。本通用销售条款构成双方之间的整个协议，并取代所有以前与本协议主题相关的协议，并取代双方之间之前的任何口头或书面沟通，所有之前协议都不被排除。除本协议明确规定外，不存在任何明示或暗示的条件、谅解、协议、保证、陈述或质量保证(除非法律默认且禁止排除)。

The terms of these GTC shall apply, regardless of any additional or conflicting terms on any purchase or other correspondence or documentation submitted by Customer to NavVis. Any such additional or conflicting terms are deemed rejected by NavVis unless otherwise agreed in advance and in writing by NavVis with Customer. If these GTC or any other NavVis documents are translated into a language other than English, the English version shall prevail; provided, however, that, where a German term in italics is appended in this English and Chinese language version to a English term or otherwise used, such German term (and not the English term to which it related) shall be authoritative for a purpose of interpretation of the relevant English term in this Agreement. The use of the term "shall" generally indicated a definitive obligation (*müssen*) that admits of no discretion on the part of the Party instructed. Please keep a copy of the applicable version of these GTC and any other relevant documents for record.

无论客户向 NavVis 提交的任何购买订单或其他通信或文档中有任何附加或冲突条款，本通用销售条款均应适用。除非 NavVis 事先与客户书面达成一致，否则任何此类附加或冲突条款均视为被 NavVis 拒绝。如果本通用销售条款或任何其他 NavVis 文档被翻译成英语以外的语言，应以英语版本为准。但是，如果在本中英文双语版本中将斜体德语术语附加在英语术语之后或以其他方式使用，则该德语术语(而不是与其相关的英语术语)在解释本协议中的相关英语术语时应具有权威性。词汇“应”的使用通常表示一项明确的义务(德语“必须”)，承认所指示的一方没有自由裁量权。请保留本通用销售条款的适用版本和任何其他相关文件的副本以供记录。

- b) **Third Party Rights.** These GTC do not confer a benefit on, and are not enforceable by, any person or entity who is not a party to these GTC.

第三方权利。本通用销售条款不授予任何非本协议缔约方的个人或实体以任何利益，也不能由该个人或实体强制执行。

- c) **Survival.** All provisions of these GTC which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, confidentiality, warranty disclaimers, indemnity and limitations of liability.

继续有效。本通用销售条款的所有条款因其性质上应在协议终止后仍然有效，包括但不限于所有权条款、保密条款、保修免责声明、免责和责任限制。

- d) **Transfer, Assignment.** Neither party may permanently or temporarily transfer or assign these GTC nor any rights or obligations under these GTC to a third party (excluding NavVis' affiliates) without the other party's prior written consent, which shall not be unreasonably withheld or delayed. Any purported transfer, assignment or an encumbrance shall be void and of no effect without NavVis' consent, except where mandatory law applies. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all amounts due under these GTC unless agreed otherwise in writing (e.g. transfer and novation agreement).

转移、转让。未经另一方事先书面同意，任何一方均不得将本通用销售条款或本通用销售条款项下的任何权利或义务永久或临时转移或转让给第三方(但 NavVis 的关联公司除外)，而不得无理拒绝事先书面同意或拖延。未经 NavVis 同意，任何声称的转移、转让或添附权利负担均属无效，除非适用的强制性法律规定。尽管客户作出任何转让行为，客户仍有责任支付本通用销售条款项下到期的所有金额，除非另有书面协议(例如，转让和更新协议)。

- e) **Open Source Software and Third-Party Software.** NavVis Products may include open source software and/or other third-party software. The use of any third-party product (hardware or software) resold by NavVis to Customer will be governed by a separate agreement between the third party and Customer. NavVis does not provide any warranties related to any third-party product. NavVis has no liability or obligation to Customer related to any third-party product.

开源软件和第三方软件。NavVis 产品可能包括开源软件和/或其他第三方软件。NavVis 转售给客户的任何第三方产品(硬件或软件)的使用将受第三方和客户之间的单独协议约束。NavVis 不提供与任何第三方产品相关的任何保修。NavVis 因任何第三方产品相关的问题，不向客户承担任何责任或义务。

- f) **Force Majeure.** Except for payment and confidentiality obligations, or protection of intellectual property, neither party will be responsible for any delay or failure to comply with these GTC if the delay or failure arises from any cause that is beyond its reasonable control. Unless otherwise expressly agreed, the obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance and defaulting party shall inform the other party about expected period.

不可抗力。除付款和保密义务或处于保护知识产权外，如果延迟或失败是由于任何超出其合理控制范围的原因造成的，则任何一方均不对延迟或未能遵守本通用销售条款而承担任何责任。除非另有明确约定，违约方的履行义务和行使权利的期限应延长一段时间，相当于该事件阻止该方履行的期限，违约方应将预期的期限通知另一方。

- g) **No agency.** The parties acknowledge that these GTC are not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established hereby. Each party hereto is an independent contractor. Neither party shall assume, create or bind any obligation of any nature whatsoever on behalf of the other party.

非代理机构。双方承认，本通用销售条款非刻意，也不会建立任何代理关系、合伙企业、合资企业或任何其他类型的关系，但在此建立的合同关系除外。本合同的每一方都是独立的商业实体。任何一方均不得代表另一方承担、创造义务或受任何该等性质的义务约束。

- h) **No waiver.** Failure to exercise, or any delay in exercising, any right or remedy provided under these GTC or by law shall not constitute a waiver of such right or remedy under these GTC.

非弃权。未能行使或延迟行使本通用销售条款或法律规定的任何权利或补救措施，不构成放弃本通用销售条款规定的此类权利或补救措施。

- i) **Severability.** The invalidity or unenforceability of any provisions of these GTC shall not affect the validity or enforceability of any other provision of these GTC, which shall remain in full force and effect. Such provision shall be replaced by a provision which comes as near as possible to the intention of the parties as regards their economic objective or which would have been agreed by the parties if they had known the invalidity of such provision. Notwithstanding the foregoing, if this Section for Severability is invoked and, as a result, the value of these GTC is substantially impaired for either party, as determined by such party in its sole discretion, the affected party may terminate these GTC by written notice with immediate effect to the other.

不可分割性。本通用销售条款中部分条款的无效或不可执行性不应影响本通用销售条款任何其他条款的有效性或可执行性，后者应保持完全有效。失效条款应被一项尽可能接近当事各方经济目标和意图的条款取代，或者由一项如果双方知道该规定无效就会另行约定的规定所取代。尽管如上所述，如果本条关于不可分割性的规定被废止，并因此导致本通用销售条款的价值对一方而言大幅减损(由该方自行决定)，则受影响的一方可以书面通知终止本通用销售条款，并立即对另一方生效。

- j) **Attribution Notices.** Customer will not remove, modify, obscure, resize, or relocate any ownership, attribution, or branding notices from NavVis Products.

署名通知。客户不会从 NavVis 产品中删除、修改、隐藏、调整大小或移动任何所有权、归属或品牌通知。

- k) **Headings.** Headings of Sections have been added for convenience of reference and shall not be deemed part of these GTC.

标题。各条款的标题仅供便于参考而添加，不构成本通用销售条款的一部分。

- l) **Amendment.** Any further agreement or amendment to these GTC shall be in writing.

修订。对本通用销售条款的进一步约定或修订必须书面作出。

15. DATA PROCESSING AGREEMENT (DPA) /数据保护规定

- a) All personal data received or collected by either party in connection with these GTC will be processed in accordance with the applicable data protection provisions and the purposes of these GTC or as otherwise permitted. Customer acknowledges that NavVis acts globally and that

personal data may be processed outside NavVis' country of establishment. All such transfers of personal data shall be in accordance with applicable data protection laws.

任何一方接收或收集的所有与本通用销售条款相关的个人数据将按照适用的数据保护条款和本通用销售条款之目的或按照其他允许的方式处理。客户知悉 NavVis 在全球范围内运作，并且个人数据可能会在 NavVis 所在的国家/地区以外进行处理。所有此类个人数据传输均应符合适用的数据保护法。

- b) Customer shall inform NavVis in case NavVis performance according to these GTC or in connection with Products or Services include NavVis' processing of personal data on behalf of Customer. If such processing of personal data on behalf of Customer is considered as data processing according to applicable laws and regulations, Customer and NavVis shall enter into a separate agreement regarding data processing as required by the applicable data protection laws.

如果 NavVis 根据本通用销售条款而提供的产品或服务中涉及 NavVis 代表客户处理个人数据的情形，则客户应通知 NavVis。如果根据适用的法律法规，代表客户对个人数据的此类处理被视为个人数据处理，则客户和 NavVis 应根据适用的数据保护法的要求，就数据处理签订单独的协议。