

GENERAL TERMS AND CONDITIONS FOR DELIVERIES, WORK AND SERVICES 供货与服务通用条款

I. General

一、 综述

- The following conditions apply to all consultations, offers, sales, deliveries and services and to all current and future contractual relationships between Muehlbauer Technologies (Wuxi) Co., Ltd., its affiliates (hereinafter "Seller") and the Buyer exclusively. Conditions for purchasing of the Buyer, which are completely or partly contrary to the conditions of the Seller or the legal regulations, are hereby expressly disagreed. The following conditions also apply if the Seller carries out the deliveries or services in awareness of conflicting purchase conditions of the Buyer without reservations. The following conditions apply to all future business relations, even if they are not explicitly referenced and as far as the Buyer has known them or ought to have known due to a previous business relationship. For the scope of the deliveries or services the bilateral consistent written declarations shall apply.
以下条款适用于目前及未来与买方所有业务关系的咨询、报价、销售、交货及服务。经本公司(以下简称“卖方”)、买方为合法注册的企业。买方不得完全或部分拒绝本协议及相关法律法规。同时,以下卖方的交货及服务条款与买方的采购条款出现冲突时,必须以条件件适用。以下条款适用于所有业务关系,即使在买方已了解或之前业务关系时,但未来业务关系的情况下,就交货或服务而言,买卖双方达成一致的面面声明同样适用。
- Verbal subsidiary agreements do not exist. Agreements, particularly between the representatives of the Seller, deviating from the conditions of the Seller in individual cases, are only binding with the written confirmation by the Seller.
口头附加协议无效。在个别情况下与卖方代表之间达成的口头协议,必须由卖方正式书面确认后方具有约束力。

II. Offer and conclusion of the contract

二、 报价及签订合同

- Offers of the Seller are always without engagement, i.e. they merely constitute a request to the Buyer to give a legally binding offer. Contracts, even those at trade fairs or through agents of the Seller, only are entered in accordance with the written confirmation of order of the Seller and its receipt by the Buyer. Advertising documents and brochures of the Seller are not binding, and, in particular, are subject to modifications and errors.
卖方的报价不具有约束力,只作为向买方提出的具有法律效力的要约。合同,无论是直接交易还是通过代理签署的,只有在卖方完成书面订单确认以及买方接受予以成立。卖方提供的广告宣传文件和产品目录不具有约束力。
- The Seller reserves the title and copyright for figures, drawings and calculations as well as for other documents. This also applies to those written documents, which are referred to as confidential. Prior to its transfer to a third person, the Buyer has to obtain the written confirmation of the Seller and the documents have to be returned upon request to the Seller.
卖方保留图形、图纸、计算及其他文件的所有权和版权,同样适用于书面的保密文件。买方在将其转让给第三方之前,必须获得卖方的书面确认,而且需将卖方要求予以归还。
- The configuration of the subject of the contract is exclusively described in the offers, confirmation of orders and the corresponding documents of the Seller.
合同的内容在报价、订单确认书及卖方相应的文件中进行了单独说明。
- As far as guarantees are given by the Seller, this needs to be done expressly and in written form, and they shall not constitute guarantees, but independent guarantee promises.
卖方作出保证需以书面形式予以明确,不得对担保,但须独立的保证承诺。

III. Deliveries and terms of delivery

三、 交货及交货条件

- The Seller cannot be held responsible for delays if the Buyer does not or not in time fulfill its obligations to cooperate, particularly taking care of magisterial authorizations, implementation plans, documents for specification of the subject of the contract, clarification of all technical details, payment securities and down payments. If these obligations are not fulfilled in time, the delivery times will be extended accordingly plus an adequate starting time, unless the Seller is responsible for the delay. Offer and delivery are made subject to the approval of the Ministerial authorities of Economic and Export Affairs as well as other regulations for export control and/or regulatory agencies.
如果买方不能或未能及时履行合作义务,尤其是在获得海关、实施计划、合同的规范文件、所有技术细节的澄清、付款担保及预付款等方面,卖方因此造成的延迟是不负责。如果未能及时履行以上义务,交货时间将按实际延迟时间顺延,但因买方存在违规记录除外。报价及交货需符合出口控制及相关监管规定。
- If, after conclusion of the contract, there are any indications that the ability of the Buyer is endangered, e.g. default of payment, suspension of payment, request for insolvency proceedings, chattel mortgage of current assets, unfavorable information of banking establishments, credit institutions or credit insurers, the Seller is entitled to suspend his services and to cancel the contract and/or to claim damages after an unsuccessful appointment of a date for providing security in the form of directly enforceable bank guarantee or advance payment. The appointment of a date is not applicable if the endangerment of the ability is obvious.

如果在签订合同后,发现有任何危及买方履约的迹象,例如出现拖欠、暂停付款、申请破产程序、流动资产的严重挪用、信用评级或信用保险公司的不良信息,卖方有权暂停服务,同时未能在约定的日期内是直接与买方的银行担保或付款,卖方有权取消合同并要求赔偿。如果有明确的无法履约的表现,即使有指定日期,同样不适用。

- Binding delivery dates have to be agreed upon always in written form. In case of separable deliveries the Seller is entitled to partial delivery subject to prior written information. Early deliveries are allowed with the agreement of the Buyer.
有约束力的交货日期必须以书面形式予以约定。如果可以分期交货,卖方有权根据之前的书面资料进行分期交货,经买方同意后也可提前交货。
- In the case of call orders, an adequate delivery date is deemed to be agreed, which is at least six weeks from the date of the call order. In case manufacturing or acceptance dates are not agreed, the Seller may ask for a binding fixing of it at the latest three (3) months after confirmation of order. If the Buyer does not comply with such request within two (2) weeks after posting a written notice concerning this matter, the Seller is entitled to set an additional respite of one week and after unsuccessful expiration of that period the Seller is entitled to claim damages and/or to cancel the part of the contract which has not been fulfilled. The same applies when, after expiry of the delivery date, the subject of the contract or parts thereof have not been accepted or have not been delivered due to a default of the Buyer.
对于电话订单,需方商定交货日期,一般为收到电话订单日起至少六周。如果制造或收货日期无法达成一致,卖方可要求一个具有约束力的日期,通常为订单确认后三个月内。如果提出此要求的书面催告书二周内,买方仍未履行,卖方可再延迟一周。如果延迟期限已届满仍未达成一致,卖方有权提出催告或取消未履行的合同部分。该条款同样适用于因买方违约所造成的交货截止日后仍无法履约或发货的情况。
- Delays, arising out of acceptance delays of the performed work at the agreed date on Buyer's side have to be notified in writing to the Seller at least one week before the agreed date. In case the Buyer defaults acceptance or culpably breaches other duties of co-operation, the Seller shall be entitled to claim for damages caused thereby, including potential additional costs. Further claims or rights shall remain reserved.
因买方原因造成的无法在约定的时间内进行的完工交货,应在约定日期到期至少一周前以书面形式通知卖方。如果买方取消交货,或违反其他合作义务,卖方有权要求赔偿,包括替代的物料费用和保留进一步索赔或追偿的权利。
- As far as circumstances, not caused by the Seller, complicate, delay or make the fulfillment of accepted orders impossible (Force Majeure), the Seller is entitled to postpone the delivery, the partial delivery or the outstanding delivery for a period equal to the period of the obstruction or to cancel fully or partly the contract without a claim for damages by the Buyer. Force Majeure includes particularly e.g. magisterial intervention, refusal of necessary export approvals, war, revolt, terrorism, governmental acts, business disruption, strikes, lock out, epidemics, interruption of work due to political or economic affairs, shortage of essential raw or working materials, shortage in materials, difficulties with the energy supply, transport delay due to traffic congestion, power failure, acts of god or an inevitable event which affect the Seller, his subcontractors or foreign companies, of which the operations of the plant of the Seller is depending on. The antecedent is also valid if such events occur at a moment at which the Seller is in default. The Seller shall have the same rights if goods required for the order are not available, as the Seller has not been delivered by their subcontractors, although the Seller has concluded a matching cover transaction and the Seller is not otherwise guilty on this. The Seller shall be obligated to inform the Buyer when one of the above-mentioned circumstances occurs, and, in case of withdrawal, to reimburse without delay any considerations already made by the Buyer.
出现非卖方原因造成的,使订单操作复杂化、延迟或取消订单可能进行的情况(不可抗力)时,卖方有权延期交货、分期交货或交货时间顺延,顺延时间与受阻期间相同,或者卖方可完全或部分解除合同,无需向买方赔偿损失。不可抗力具体包括:战争、出口限制、罢工、叛乱、恐怖主义、政府行为、业务中断、罢工、停业、瘟疫、政治或经济原因导致的失业、缺乏基本的原材料或生产资料、材料短缺、能源供应困难、交通阻塞导致的运输延迟、停电、天文或不可预测的事件,这些都影响卖方,以及与卖方工厂运营息息相关的分包商或外国公司。同样适用于如果卖方正处于上述状态而发生这些事件。如若由于买方的分包商未能交货给卖方而导致不能及时交付的货物,虽然卖方已达成一笔与必须物但高的交易,但卖方享有同样的权利,而不构成违约。当上述任何情况发生后,卖方应通知买方,如果取消订单,应立即退还买方已支付的所有费用。
- The Buyer can only set an additional respite for delivery, if the agreed delivery date has been exceeded by more than two (2) weeks. This additional respite has to be adequate and last at least three (3) weeks. After unsuccessful expiry of the additional respite the Buyer is entitled to cancel the contract. Any claim for damages against the Seller due to breach of duty shall be excluded within the scope of fig. VIII.
只有当约定交货日期超过二(2)周后,买方才能要求设定新的交货日期。该催告期间必须充足,且至少持续三(3)周。如果催告期间届满而未交货,买方有权取消合同。条款八规定的催告期并不包括因买方要求而进行任何损失赔偿。

IV. Prices and payment terms

四、 价格与付款条款

- Unless otherwise agreed the prices for delivery are ex works (INCOTERMS 2010), exclusive packaging, shipping costs and all taxes, duties or levies payable under the applicable law. The Buyer is obligated to pay or reimburse the taxes, duties or levies that are imposed on the Seller or his subcontractors.

除另行约定外, 交货价格为EXW出厂价(国际贸易条款2010), 不含包装费、运输费, 所有的关税及其他成本费用。买方支付卖方及其服务商其所支付的关税及其他相关费用。

- If, after conclusion of the contract, any changes of the calculation base arise from higher labor and material costs, increase of statutory VAT or other circumstances, particularly technical based change in calculation, the Seller is entitled to increase the contract price in an adequate percentage to the occurred change of the calculation base.
签订合同后, 如因人工成本、材料成本、法定增值税或其他情况导致计算基值发生变化, 尤其技术方面产生的变化, 卖方有权根据计算基值变化适当调整合同价格。
- Unless otherwise agreed, invoices shall be paid due net in the agreed currency within 14 days from date of invoice. The legal regulations regarding the consequences of default in payment shall be applicable. In case of default in payment by the Buyer, the Seller shall be entitled to stop contractual services until the Buyer has settled the liabilities payable.
除另行约定外, 应在开票之日起14天内, 以约定的货币支付全部净款, 且适用所有关于拖欠付款的法律去规。因买方延迟付款, 卖方有权在买方付清前, 停止合同约定的服务。
- Partial deliveries are charged at once and each of them are payable separately, irrespective of the completion of the total delivery.
分批交货, 分批开票, 分期付款, 不受全部交货的影响。
- The Buyer only is entitled to charge up against the Seller, if the counterclaims are legally stated, undisputed or acknowledged by the Seller. Furthermore the Buyer is entitled to exercise a lien insofar as the counterclaim is based upon the same contractual relationship.
仅当卖方依法声明, 无异议或认可反诉, 买方才有权起诉卖方。此外, 只要反诉以同一合同关系为基础, 买方有权行使留置权。

V. Retention of title 五. 所有权保留

- The goods remain property of the Seller until all claims against the Buyer out of the business relationship have been fulfilled. With the conclusion of the contract the Buyer authorizes the Seller, on Buyer's expense, to enter or announce the retention of title in the required form and in accordance with applicable national rules in public registers, books or similar documents. The Buyer is obliged to give the Seller any assistance to enable him to take all necessary measures to protect its property. If the Buyer acts contrary to contract, particularly in case of payment delay, the Seller is entitled to take back the goods. The Buyer is obliged to surrender. By taking back the goods the Seller does not cancel the contract, unless the Seller would have made expressly a written declaration thereof. The distress of the goods by the Seller always means a cancellation of the contract. After taking back the goods the Seller is entitled for resale. The revenue is to be deducted from the liabilities – less adequate handling charges – of the Buyer.
与买方除业务关系以外的所有责任完成之前, 卖方保留货物的所有权。签订合同时, 依据相关国家条例, 买方授权卖方在规定的表格、公共登记册、书籍或类似文件中输入或声明所有权, 由买方承担费用。买方有义务全力协助卖方, 使其采取一切必要措施保护其财产。如若买方有违反合同的行为, 特别是延迟付款时, 卖方有权收回货物, 买方必须交出货物, 卖方并有权解除合同。除非卖方以书面形式明确声明, 卖方收回货物, 通常意味着取消合同。收回货物后, 卖方有权转售。收益从买方欠债并扣除一 并减少少量手续费。
- The Buyer is obligated to take care of the goods; particularly, he is obligated to insure them sufficiently amounting to the replacement value at his own expense against water damages, fire losses and damages due to theft. Provided that maintenance and inspection operations are necessary, the Buyer has to carry them out in time and at its own expense. A fundamental relocation of the goods requires the prior written.
买方有保管货物的义务, 尤其有义务承保因火灾、火灾及盗窃而造成的损失。买方应对货物进行必要的、及时的维护及检测, 并支付相应的费用。对于物品的重要搬动需提前通知买方。
- The Buyer is entitled to resell the goods in a regular course of business; the Buyer transfers to the Seller all claims amounting to the grand total of the invoice (including VAT), which arise from the resale against third parties, irrespective of whether the goods have been resold without or with modifications. The authorization for collection of receivables also exists after assignment. The Seller's authority to collect the claim by himself will remain unaffected thereof. But the Seller commits not to collect the claims if the Buyer fulfills its payment obligations with the collected sales revenues, the Buyer does not fall behind with payment and particularly, there is no request for insolvency, composition or bankruptcy proceedings or suspension of payment. In these cases, the Seller is entitled to request that the Buyer discloses the conveyed claims and whose debtors, gives all necessary information for collection, hands out all corresponding documents and notifies the assignment to the debtors (third parties).
正常业务过程中, 买方有权转售货物, 转售的货物无论包装与否, 买方视第三方的转售产生的所有等同于发票总额(包括增值税)的债权交给卖方。移交后, 即便收回应收账款, 卖方自行承担收账费用, 限制将不受影响。但是, 如果买方履行了付款义务, 不拖欠款, 特别是未申请到破产清算或破产程序或清偿, 卖方承诺不会收取索款费用。在这种情况下, 买方有权要求买方披露债权的债务人, 给出收账所需的所有资料, 分发所有相应的文件并向债务人(第三方)通知转售。
- The processing or transformation of the goods always is carried out on behalf of the Seller. If the goods are processed with items, which are not owned by the Seller, he will acquire a co ownership share concerning the new item proportional to the value of the goods (invoiced final amount, including VAT) to the other processed item at the date of processing. The aforesaid also applies for items resulting due to processing of the goods.

对货物的加工或改造总是以卖方的名义进行。如果货物与非卖方的物品一起加工, 他将获得与新产品相关的共有份额, 与货物价值(最终发票金额, 含增值税)和加工当日另一个加工物品比例相当。上述规定同样适用于货物加工后的物品。

VI. Passing of the risk 六. 风险转移

- The shipment of the goods is carried out by the Seller ex works (INCOTERMS 2010) at the risk of the Buyer. The same applies if the freight and other costs are at the expense of the Seller. The goods are insured by the Seller against transport damages only at the expressly written instruction and on account of the Buyer.
货物在卖方工厂交货(国际贸易条款2010), 由买方承担风险。即使运费和其他费用由卖方承担, 该原则同样适用。卖方只有根据买方的书面请求以方要求, 才为货物投保运输损害。
- If pickup is agreed at the responsibility of the Buyer and not carried out within eight (8) days after the agreed date, the shipment will be carried out by the Seller for account of the Buyer using a type of shipment which seems to be economical to the Seller.
如果约定由买方负责提货, 但在约定日期后的(8)天内, 买方未提货, 卖方将以买方指定的方式安排经济合理的装运方式运至买方。
- The risk passes with the handover of the customarily packaged goods to the Buyer, the first freight carrier or the forwarding agent. This also applies for separate partial deliveries and if the Seller has borne the forwarding charges.
风险通常在包装货物交接后, 转移给买方、第一承运人或货运代理, 且同样适用于分批交货或由卖方承担运输费用的货物。
- If the shipment is delayed by request of the Buyer or in case of default of acceptance, the risk will pass with notice of readiness for shipment. In this case the storage of the goods is on behalf and at the expense of the Buyer.
如果应买方的要求延迟装运, 或默认收货通过, 在发出装运就绪的声明后, 风险即转移。在此情况下, 由买方负责货物的存储及相关费用。
- Transport packaging, selling packaging, re-packaging and any other packaging according to the regulations about packaging will not be taken back, excepting pallets. The Buyer shall be obligated to arrange the disposal of the packaging at its own expense.
除另行约定外, 根据包装规定所使用的运输包装、销售包装、重复包装外, 其他包装需退回。买方自行负责处理这些包装的费用。

VII. Liability for defects 七. 缺陷责任

- The Buyer has to inspect immediately the goods and to give immediately written notice to the Seller of any visible defects, particularly obvious ones. This obligation to give notice also applies if defects become visible at a later time. Giving notice shall be regarded as immediately if it is performed within two weeks, with the timely sending of the notice being sufficient for fulfilling the time limit. If the Buyer fails to notify the Seller in due time in writing, the goods shall be considered accepted in relation to these defects. Any liability due to fraudulent conduct shall remain unaffected.
买方收到货物后应立即对货物进行检查, 并对任何可见缺陷, 尤其是明显的缺陷, 需立即以书面形式通知卖方。该通知义务同样适用于后来发现的其他缺陷。在两周之内发出通知, 均视为立即通知。如若买方未以书面形式及时通知卖方, 则视为货物已被买方认可。对商业欺诈行为的卖方不承担任何责任。
- If the goods have defects, the Buyer will be entitled to choose supplementary performance in the form of a removal of defects or delivery of an object free of defects. Replaced, defective parts shall be returned to the Seller and become the property of the Seller. The Seller is entitled to refuse the manner of the chosen supplementary performance, if it only is possible with disproportional costs. Place of performance is the delivering factory in each case. For removal of defects it is to give reasonable time and opportunity to the Seller. The Buyer has to grant to the Seller access to the defective goods, including the disassembly and assembly, without cost to the Seller.
如果货物存在缺陷, 买方有权要求卖方消除缺陷或由卖方另外提供无缺陷的产品。被替换的缺陷部件应退还原卖方, 如果买方替换替代物比高于原货物成本, 卖方有权拒绝买方。任何情况下, 履行地点均发货工厂。买方给予卖方合理的时间和机会以消除缺陷。买方需承担卖方拆卸或重装缺陷产品, 卖方无需承担费用。
- If the supplementary performance fails despite a repeated attempt, the Buyer will be entitled at its choice to require cancellation or reduction of the purchase price. The cancellation is excluded if the breach of duty by the Seller is insignificant.
如果尽管进行了反复的尝试, 货物缺陷仍未消除, 买方将有权选择要求取消合同或降低购买价格。除卖方有严重过失责任, 买方不得解除合同。
- The limitation period for claims due to defects is twelve (12) months, beginning from the delivery of the goods.
缺陷责任的有效期为自交货之日起十二(12)个月。
- Operational life times for wear parts, such as cutting punches, stencils, milling cutters, bearings, consumables, metering devices and needles, contact equipment, etc. are binding only when they have been assured in writing. The Seller shall not be liable for defects caused by parts not supplied and delivered by him, modifications made without the written consent of the Seller, excessive strain, improper tools and material, faulty or negligent treatment, repairs carried out by the Buyer or third party in an inappropriate manner or for normal wear (especially wear & tear).
易损件, 如砂轮、冲头、模板、铣刀、轴承、消耗品、计量装置和冲头、接触器等, 其使用期限只有以书面形式明确规定下来后, 才具约束力。由于非卖方提供和交付的零件、无卖方书面许可而进行



行的修改、过重的压力、不当的工具和材料、错误或与静电操作处理。买方或第三方以不当方式进行的修改或正常磨损(尤其是自然磨损)等造成损坏, 卖方不承担责任。

VIII. Liability for damages

八. 损害赔偿

- For damages to life, body and health, and in case of willful intent or gross negligence, the Seller shall be liable in accordance with statutory provisions.
出现生命、身体和健康损害, 以及蓄意或重大过失, 卖方应根据法定条款承担责任。
- For damages based on breach of fundamental contractual obligations due to slight negligence, the Seller shall be liable according to statutory provisions, but limited to the amount of the contractually typical damage foreseeable when the contract was concluded. Fundamental contractual duties are the fundamental obligations resulting from the contract, whose fulfillment allows the contract to be properly executed, whose infringement endangers the fulfillment of the purpose of the contract, and on the compliance of which the Buyer regularly relies and may rely. Claims for damages resulting from a breach of non-essential contractual duties in case of slight negligence shall be excluded.
因轻微过失而违反基本的合同义务造成的损害, 卖方应根据法定条款承担责任, 但仅限于签订合同时, 合同规定的可预见的损失额。基本的合同责任指买方信任并依赖的合同规定的基本义务, 能上合同合理履行, 违反基本义务则不利于合同实施。损害赔偿不包括因轻微过失违反基本的合同责任的情况。
- The Seller shall not be liable for indirect damages (consequential damages) such as loss of production, loss of profit, recall costs, etc.
卖方不对间接损害(相应损害)负责, 如生产损失、利润损失、召回成本等。
- An extended liability for compensation as provided in this fig. VIII is excluded, regardless of the character of the asserted claim. This is also valid to personal liability for damages of appointees, employees, assistants, agents and servants of the Seller.
无论主张的索赔是什么性质, 条款中规定的赔偿展责任不包括在内。该规定对卖方的被任命人、雇员、助理、代理及服务人员的个人赔偿责任同样有效。
- As far as the UN Convention on Contracts for the International Sale of Goods (CISG) is applicable, the Seller shall be liable for damages only when being guilty in this respect.
只要联合国国际货物销售合同公约(CISG)适用, 只有当卖方违反了公约条款, 才应承担损害赔偿责任。

IX. Intellectual property rights

九. 知识产权

- The intellectual property rights concerning drafts, drawings, software, products, articles, equipment and any other new designed or developed items created by the Seller or by third parties instructed by the Seller, belong to the Seller, even if the Buyer has borne the expenses for this purpose.
卖方或由卖方指定的第三方制作的草案、图纸、软件、产品、商品、设备及任何其他新设计或研发的物品, 即便买方已因此承担了费用, 其知识产权归卖方所有。
- The Buyer may use the provided drawings and plans from the Seller only for the intended purpose. The Buyer is not entitled to use the drawings and plans for any other purpose, particularly not for the reproduction of the supplies or parts of the supplies.
买方只能将卖方提供的图纸和方案用于既定用途, 买方无权将图纸及方案用作任何其他用途, 尤其不得进行完全或部分复制生产。
- The Seller is not aware of any intellectual property rights of any third parties, which would restrict the use of the purchased good. The Seller is not liable, if the delivered goods infringe any intellectual property rights in the country of destination.
卖方不知道所售产品在任任何第三方使用上的知识产权的限制。如果交付的货物侵犯了目的国的任何知识产权, 卖方不承担责任。

X. Additional clauses

十. 补充条款

- China law shall be applicable.
中国法律适用。
- The assignment of claims against the Seller to which the Buyer is entitled due to the business relation, shall be excluded.
由于业务关系, 买方享有的对卖方债权的转让排除在外。
- Unless otherwise stipulated in the order confirmation of the Seller, place of performance is the business location of the Seller.
除卖方订单确认书中另行规定, 履行地点应为卖方的营业地点。
- Jurisdiction is for any of the contractual disputes, which arise directly or indirectly, the location of the Seller. The Seller reserves the right to submit any disputes to the general place of jurisdiction of the Buyer.
直接或间接产生的任何合同纠纷的仲裁地为卖方营业所在地。卖方保留将任何争议提交卖方的常驻仲裁地的权利。
- If one of the preceding conditions is ineffective, the effectiveness of the regulations about acceptance and these terms and conditions for the rest will remain unaffected thereof. Any clauses, becoming ineffective, will be replaced by new clauses, which achieve the equal economic success. As far as clauses have not become an integral part of this terms and conditions, the subject matter of contract insofar acts in accordance with the legal regulations.
如果前述任何一条条款失效, 验收规定和其他条款的效力不受影响。任何无效条款将被新条款代替, 新条款享有同等效力。如果条款并未成为上述条款和条件的组成部分, 合同中的问题将通过法律判定。