

Spiraltec Spiral Membrane Modules (Type: WD-AR10-1001) Prorated Limited Warranty

Spiraltec 螺旋式膜组件（型号：WD-AR10-1001） 按比例有限质保

Spiraltec GmbH (hereinafter “Spiraltec”) provides a limited warranty to a buyer (“Buyer”) on the materials, workmanship and performance of its Spiral Membrane Modules (“Limited Warranty”) under the following terms and conditions:

Spiraltec GmbH（以下简称“Spiraltec”）按照以下条款和条件为其螺旋式膜组件的材料、工艺和性能向买方（以下简称“买方”）提供有限质保（以下简称“有限质保”）：

1. Warranty on materials and workmanship

1. 材料和工艺的质保

Spiraltec warrants that its Spiral Membrane Modules are free from defects in materials and workmanship.

Spiraltec 保证其螺旋式膜组件不存在材料和工艺的缺陷。

2. Performance Warranty

2. 性能质保

Spiraltec warrants that its Spiral Membrane Modules at the time of delivery have the minimum acid recovery rate and minimum salt retention (“initial rate and initial retention”) as specified in the Technical Datasheet attached. These initial rate and initial retention are established under the test conditions specified in the Technical Datasheet. If any of the Spiral Membrane Modules do not meet the specified initial rate and initial retention, the Buyer shall promptly notify Spiraltec of such deficiency.

Spiraltec 保证其螺旋式膜组件在交付时具有如所附技术数据表所指定的最低酸回收率和最低盐截留率（以下简称“初始回收率和初始截留率”）。该初始回收率和初始截留率是按照技术数据表指定的测试条件确定的。如果任何螺旋式膜组件不符合指定的初始回收率和初始截留率，则买方应立即将这种缺陷通知 Spiraltec。

Within the warranty period (see “4 Warranty period”)when operated under standard conditions as specified in the Technical Datasheet and if the preconditions in Section 3 are observed by the Buyer, Spiraltec furthermore provides the following performance warranty for Spiral Membrane Modules:

在质保期内（参阅“4 质保期”），如果按照技术数据表中指定的标准条件进行操作，并且如果买方遵守了第 3 节中的前提条件，则 Spiraltec 进一步为螺旋式膜组件提供以下性能质保：

- acid recovery rate shall remain at or above 85% of Flow Rate as specified in Technical Datasheet
- 在技术数据表中指定流量下酸回收率应保持在 85%或以上
- Metal retention shall remain at or above 95% of Flow Rate as specified in Technical Datasheet.
- 在技术数据表中指定流量下金属离子截留率应保持 95%或以上。

3. Warranty Prerequisite Conditions / claims for defects

3. 质保前提条件/缺陷索赔

a) The Buyer's claims if Spiral Membrane Modules do not meet the warranties in Section 1 and 2 above (“defects”) are contingent upon the Buyer having inspected the Spiral Membrane Modules on receipt - where reasonable also by means of trial processing or trial use - and having notified any obvious defects to Spiraltec without delay, but no later than two weeks from receipt of the Spiral Membrane Modules, in writing.

如果螺旋式膜组件未符合上述第 1 节和第 2 节中的质量保证（以下简称“缺陷”），则买方的索赔前提是买方在收到螺旋式膜组件时进行了检查（在合理的情况下，买方也可通过试加工或试用的方式进行检查），并且立即将任何明显的缺陷以书面形式通知 Spiraltec，但不得迟于收到螺旋式膜组件后的两周。

Concealed defects must be notified to Spiraltec in writing, immediately upon discovery. In its notification to Spiraltec the Buyer must provide a written description of the defects.

如果发现隐藏的缺陷，必须立即以书面形式通知 Spiraltec。买方在给 Spiraltec 的通知中必须提供有关缺陷的书面说明。

b) The Buyer’s claims based on defects are furthermore conditional upon its compliance during planning, construction, assembly, installation,

start-up, operation and servicing of the Spiral Membrane Modules, the Buyer must at all times comply with the specifications, notes, directives and conditions set forth in the technical notes, assembly instructions, operating guidelines, planning interpretation guidelines and other documents for the individual products; the Buyer must, in particular, carry out maintenance work properly and furnish evidence that maintenance has been carried out, and use recommended components. 买方基于缺陷的索赔还取决于其在螺旋式膜组件的布局设计、施工、组装、安装、启动、操作和维修过程中的合规性，买方必须始终遵守各产品技术说明、组装说明、操作指南、布局设计的解释指南和其他文件中规定的规格、说明、指令、条件；买方尤其必须正确进行维护工作，并提供证据表明已经进行了维护，并使用推荐的组件。

- c) Defects attributable to natural wear and tear, in particular in wearing parts, attributable to incorrect handling, fitting, use or storage or incorrectly performed alterations or repairs to the Spiral Membrane Modules by the Buyer or third parties do not establish claims for defects. The same applies to defects attributable to the Buyer, in particular if the defect is based on unusual chemical, physical or thermal impact that the Buyer did not notify to Spiraltec, in writing. The same applies to defects attributable to a technical cause other than the original defect.

因自然磨损造成的缺陷（尤其是易损件），买方或第三方对螺旋式膜组件进行不正确的处理、装配、使用或存储而造成的缺陷，或对螺旋式膜组件进行不正确的更改或修理而造成的缺陷，均不构成缺陷索赔。这同样适用于因买方造成的缺陷，尤其是如果缺陷是因买方未书面通知 Spiraltec 的异常化学、物理或热影响而造成的。除原始缺陷外，这同样适用于因技术原因造成的缺陷。

- d) To avoid any doubt, this Limited Warranty does not warrant against Spiral Membrane Modules defects caused by failure to follow Spiraltec's Installation Instructions for the Spiral Membrane Module, the requirements described in Spiral Membrane Module Technical Datasheet and good engineering practices. The Buyer's claims based on defects are in particular conditional upon the following preconditions:

为避免任何疑问，本有限质保不保证因未遵循 Spiraltec 螺旋式膜组件安装说明、螺旋式膜组件技术数据表中所述要求和良好的工程实践而造成的螺旋式膜组件缺陷。买方基于缺陷的索赔尤其要满足以下先决条件：

- (1) Spiral membrane modules shall be installed and operated in accordance with the engineering requirements and the requirements listed in the Installation Instructions. The operating conditions shall not exceed the defined operation engineering conditions as defined in the Spiraltec product datasheet.

螺旋式膜组件应按照工程要求和安装说明中列出的要求进行安装和操作。操作条件不得超过 Spiraltec 产品数据表中规定的操作工程条件。

- (2) The design parameters including system array and recovery, instrumentation and components of the system in which the Spiral Membrane Modules are employed shall be consistent with sound engineering practice. Spiraltec reserves the right to review the system design regardless of whether Spiraltec implemented the design of the reviewed system. Spiraltec is not liable for damage caused by system design.

对于使用螺旋式膜组件的系统，其设计参数，包括系统布置和回收率、仪器和系统组件，应与完善的工程实践相一致。Spiraltec 保留审查系统设计的权利，无论 Spiraltec 是否实施了所审查系统的设计。Spiraltec 对因系统设计造成的损坏不承担任何责任。

- (3) Spiral membrane modules shall not be contaminated by any kinds of precipitates, suspended solids (particles > 10 μm), organic matters, inorganic scale, chemicals, or biological growth that may affect the properties or performance of the Spiral Membrane Modules. The feed entering the Spiral Membrane Modules shall not contain oil, grease or other organic and inorganic substances detrimental to the Spiral Membrane Modules and other strong oxidants that have been proven to be harmful to the Spiral Membrane Module's performance and operating lifetime.

螺旋式膜组件不得受到可能影响螺旋式膜组件特性或性能的任何种类的沉淀物、悬浮固体（颗粒 > 10 μm ）、有机物、无机垢、化学物质或生物生长物的污染。进入螺旋式膜组件的进料中不应包含对螺旋式膜组件有害的油、油脂或其他有机和无机物质，并且不应包含已证明有损于螺旋式膜组件性能和使用寿命的其他强氧化剂。

- (4) Nonionic surfactants and coagulants shall not be used for the membrane cleaning and to be in contact with Spiral Membrane Modules.
不得使用非离子表面活性剂和凝结剂对膜进行清洁，并且不得使其与螺旋式膜组件相接触。
- (5) Spiral Membrane Modules shall not be subjected to any physical shock during start-up, normal operation and cleaning, such as load shock, vibration, pulsation, air or water pressure surges.
螺旋式膜组件在启动、正常操作和清洁过程中，不应受到任何物理冲击，例如负载冲击、振动、脉动、空气或水压冲击。
- (6) When the system performance, water flow rate, metal retention rate or pressure loss declines under standard conditions, corresponding measures should be taken in time.
当系统性能、流量、金属离子截留率或压力损失下降到标准条件以下时，应及时采取相应措施。
- (7) The Buyer is responsible for providing the end-user with a reasonable system operation and maintenance manual, and shall provide training for operators and managers to ensure that the user has the ability to perform cleaning and other system performance recovery and general fault diagnosis.
买方负责向最终用户提供合理的系统操作和维护手册，并应为作业员和经理提供培训，以确保用户具备进行清洁和其他系统性能恢复以及一般故障诊断的能力。
- (8) The Buyer must maintain all operational records of the system after initial start-up, including fault handling, routine maintenance management, and organize the data storage in a standard format for analysis to identify the cause of the failure. In case of warranty claim in accordance with the warranty terms, the Buyer must provide Spiraltec with operational record data upon request.
买方必须在初次启动后维护系统的所有操作记录，包括故障处理、日常维护管理，并按标准的格式进行数据存储以分析识别故障原因。如果根据质保条款提出质保索赔，则买方根据要求必须向 Spiraltec 提供操作记录数据。
- (9) Before installation and use the Spiral Membrane Modules must be stored only in vertical position with the connections upwards. Used Spiral Membrane Modules must be kept continuously moist.

In order to prevent bacterial growth during downtimes or storage, the Spiral Membrane Modules shall be flushed through with diluted salt-free acid.

在安装和使用之前，螺旋式膜组件必须垂直存放，将其接口向上放置。使用过的螺旋式膜组件必须保持持续的湿润。为了防止在停机或存储过程中细菌滋生，应使用稀释的无盐酸冲洗螺旋式膜组件。

- (10) Before installation and use, the Spiral Membrane Modules must be stored in its original packaging to avoid direct sunlight. The storage ambient air temperature must not exceed 30 °C or below 5 °C by transport.

在安装和使用之前，螺旋式膜组件必须存放在其原始包装中，以避免阳光直射。在运输过程中，存储环境的空气温度不得超过 30°C 或低于 5°C。

- e) Customary deviations from the agreed condition, deviations due to legal provisions and technical improvements do not establish claims for defects, provided the agreed intended use is not impeded.

在不妨碍约定预期用途的情况下，与约定条件的惯常偏差、因法律规定和技术改进造成的偏差均不构成缺陷索赔。

- f) In the case of Spiral Membrane Modules not meeting the warranties in Section 1 or 2 of this Limited Warranty, Spiraltec shall at its discretion be entitled to provide subsequent performance in the form of the rectification of the defect or the supply of a defect-free Spiral Membrane Module. In the case of subsequent performance, Spiraltec is required to bear all expenses, in particular transport, travel, work and material costs incurred in the course of the subsequent performance, provided these are not higher due to the Spiral Membrane Modules being brought to a location other than the delivery address. Personnel and costs of materials claimed by the Buyer in this connection are to be calculated at cost price. Replaced parts become the property of Spiraltec and must be returned to Spiraltec.

如果螺旋式膜组件未符合本有限质保第 1 节或 2 节中的质量保证，则 Spiraltec 有权自行决定通过纠正缺陷或提供无缺陷螺旋式膜组件的形式提供后续性能保证。对于后续性能保证，Spiraltec 必须承担所有费用，尤其是在后续性能过程中产生的运输、差旅、工作和材料成本，但前提是将螺旋式膜组件运到交货地址以外的某个地点不会导致的这些费用比运到交货地址的费用更高。买方在这方面索要的

人员和材料费用应按成本价计算。被更换的零件成为 Spiraltec 的财产，必须退还给 Spiraltec。

- g) If Spiraltec is not willing or able to provide subsequent performance, the Buyer can, without prejudice to any claims to compensation or reimbursement of expenses, at its discretion withdraw from the contract or reduce the delivery price. The same applies if the subsequent performance is unsuccessful, unreasonable for the Buyer or, for reasons within Spiraltec's control, is delayed by more than a reasonable period.

如果 Spiraltec 不愿或无法提供后续性能保证，则买方可以在不影响对任何补偿或退款的索赔的情况下，自行决定撤销合同或降低交货价格。如果后续性能保证对于买方不成功、不合理，或由于 Spiraltec 控制范围内的原因而造成后续性能保证超出合理时间段的延误，则同样适用。

- h) The Buyer's right of withdrawal is excluded if it is unable to return the service rendered and this is not attributable to the fact that the return is impossible on account of the nature of the service received; Spiraltec is responsible for the impossibility of return; or if the defect only became evident during the processing or remodeling of the Spiral Membrane Modules. The right of withdrawal is furthermore excluded if Spiraltec is not responsible for the defect and if the Buyer is required, instead of returning the product or service, to pay compensation for the value.

如果买方无法退还所提供的服务，并且这不归因于由于收到服务的性质而无法退还的事实，如果 Spiraltec 承担无法退还的责任，或者如果在螺旋式膜组件的加工或改建过程中才发现缺陷，则买方的撤销权被排除在外。如果 Spiraltec 对缺陷不承担任何责任，并且要求买方为货值支付赔偿（而不是退还产品或服务），则撤销权进一步被排除在外。

- i) Claims by the Buyer for reimbursement of expenses in place of compensation instead of performance are excluded where a reasonable third party would not have incurred such expenses.

如果合理的第三方不会产生此类费用，则买方不要求性能而要求赔偿费用的索赔将被排除在外。

4. WarrantyPeriod

4. 质保期

- a) The statute of limitation for the Buyer's claims for defects under this Limited Warranty is one year. The limitation period commences upon commissioning of the respective Spiral Membrane Module, but in any event no later than 6 (six) weeks after delivery of the respective Spiral Membrane Module. The one-year limitation period does not apply to Spiraltec's unlimited liability for damage attributable to the breach of a guarantee or relating to damage to life, limb or health, for intentional acts and gross negligence and for product faults, or if Spiraltec assumed a procurement risk.

买方根据本有限质保提出缺陷索赔的时效期限为一年。限制期限从相应螺旋式膜组件的调试开始，但无论如何不得晚于相应螺旋式膜组件交付后的 6（六）周。一年的限制期限不适用于 Spiraltec 因违反保证或因与生命、肢体或健康相关的损害，因故意行为和重大过失，以及因产品故障而应承担的无限责任，或者如果 Spiraltec 承担了采购风险。

- b) A statement by Spiraltec concerning a claim for defects asserted by the Buyer is not to be viewed as constituting entry into negotiations concerning the claim or the circumstances giving rise to the claim, provided Spiraltec rejects the claim for defects in full.

Spiraltec 关于买方主张的缺陷索赔的声明不应被视为构成就该索赔或引起该索赔的情况的谈判，前提是 Spiraltec 完全拒绝对于该缺陷的索赔。

5. Additional Information

5. 附加信息

- c) Important information for safety, commissioning, removal or shutdown/storage is contained in the Installation Instructions for the Spiral Membrane Module.

有关安全、调试、拆卸或停机/存储的重要信息，请参阅螺旋式膜组件安装说明。

- d) Please contact your local Spiraltectechnical support or agent before sending Spiral Membrane Modules requiring quality inspection to Spiraltec, with a written description of the damage/fault along with a description of the application (media used, etc.).

在将需要质量检查的螺旋式膜组件发送至 Spiraltec 之前，请与您当地的 Spiraltec 技术支持或代理商联系，并附上书面形式的损坏/故障说明以及应用说明（使用的介质等）。

6. Warranty Statement

6. 质保声明

Spiraltec does not assume any guarantees, in particular does not assume any guarantees concerning the characteristics or durability of the Spiral Membrane Modules, unless otherwise agreed, in writing, in individual cases.

除非另有书面约定，否则 Spiraltec 不提供任何保证，尤其是不提供有关螺旋式膜组件的特性或耐用性的任何保证。

No warranties, expressed or implied, are given except as expressly provided above. The implied warranties of merchantability and fitness for particular purpose are not provided and are expressly disclaimed and excluded from the warranty.

除上述明确说明外，不提供任何明示或默示的保证。不提供对于特定目的的适销性和适用性的默示保证，明确否认该默示保证并将其从质保中排除。

7. Liability of Spiraltec

7. Spiraltec 的责任

(a) Spiraltec is liable without restriction for damage attributable to the breach of a guarantee or damage to life, limb or health. The same applies to intentional acts and gross negligence or if Spiraltec assumed a procurement risk. Spiraltec is liable for slight negligence only in the event of the breach of material contractual duties which are inherent to the nature of the contract and which are of particular significance for the fulfilment of the contractual purpose. In the event of the breach of such duties and in the case of default and frustration, Spiraltec's liability is limited to such damage as can be typically expected within the framework of this kind of contract. Mandatory statutory liability for product defects remains unaffected.

Spiraltec 对因违反保证或对生命、肢体或健康造成的损害承担没有限制的责任。这同样适用于故意行为和重大过失，或者 Spiraltec 承担了采购风险。只有在违反合同性质所固有的，对于实现合同目的尤其重要的重大合同义务时，Spiraltec 承担轻微疏忽的责任。如果违反了此类义务，

并且在违约和履约受挫的情况下，Spiraltec 的责任仅限于此类合同框架内通常可以预期的损害。产品缺陷的强制性法定责任不受影响。

(b) If Spiraltec' liability is excluded or limited, this also applies to the personal liability of its employees, workers, staff, representatives and vicarious agents of Spiraltec.

如果 Spiraltec 的责任被排除或限制，这也适用于 Spiraltec 的员工、工人、职工、代表和代理人的个人责任。

8. General Terms and Conditions of Sale

8. 一般销售条款和条件

In addition to this Prorated Limited Warranty, the General Terms and Conditions of Sale of Spiraltec apply.

除按比例有限质保外，Spiraltec 的一般销售条款和条件也适用。