

ARRI China ( Beijing ) Co.,Ltd ( “ARRI CHINA” )  
General Terms and Conditions for Sales and Services ( “GTC” )

阿诺莱德贸易 ( 北京 ) 贸易有限公司 ( “阿莱中国” )  
关于销售和服务的一般条款 ( “一般条款” )

2025年4月 April 2025

## 1. Scope of Application

### 一般条款的适用范围

- 1.1 This GTC shall apply to all products sold by and/or services rendered by ARRI CHINA to and/or for any and all customer(s) (“Customer”).

本一般条款适用于由阿莱中国出售给和/或提供给任何及全部客户(“客户”)的产品和服务。

- 1.2 This GTC shall be viewed as an integral part to any contract made between ARRI CHINA and its Customer, including but not limited to any Sales Contract, Reseller Agreement, Purchase Order, Service / Repair Agreement, etc. (hereinafter as “Contracts”); this GTC shall also be applicable to any revisions/supplementary to those Contracts.

本一般条款应当被视为阿莱中国与其客户签署的任何合同中的一部分，包括但不限于任何销售合同、经销商协议、采购订单、服务/维修合同等(以下统一简称“合同”)；本一般条款也应当适用于这些合同的补充协议或修改版本。

- 1.3 Any deviations or contractual conditions proposed by the Customer or any third party against or in addition to this GTC shall NOT become an integral part of the Contracts, even if they are not expressly rejected by ARRI CHINA, until and unless they are expressly approved by ARRI CHINA in writing.

任何由客户或第三方提出的对本一般条款的反对、增加、更改等合同条件，即使未被阿莱中国明确拒绝，也不应当被视为合同的组成部分，除非事先由阿莱中国书面明示同意。

## 2. Price, Packaging, Transportation, Risk and Ownership of Products

### 价格、包装、运输、风险和权利转移

- 2.1 The purchase price or service fees for products/services are stated in the Contracts. All Invoices from ARRI CHINA shall be payable without deductions within 10 working days of the issuance thereof. Upon a default in payment, ARRI CHINA is entitled to collect interests and reserves any rights it might have regarding damages resulting from a default of payment.

产品采购价格或服务费用均在合同中规定。所有由阿莱中国开具的发票应当在开票后 10 个工作日内全额支付。如果支付延迟，阿莱中国有权收取利息并且保留其一切有可能的基于延迟支付而享有的索偿权。

All late payment will be subject to a 7.3% p.a. interest rate from the date of purchase.

所有延期支付的货款应按照 7.3% 年利率收取利息，自购买日起算。

- 2.2 Arrangements in relation to packaging and transportation/delivery/pick-up of products will be regulated in the Contracts.

Customer is obligated to collect/pick-up the products as according to the agreed date or upon delivery, collection/pick-up shall not be unreasonably delayed.

有关产品包装和运输/递送/提取的相关内容也在合同中约定。客户有义务按照约定的日期提取货物或在产品运达时收货，提货和收货不可以被不合理的延迟。

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- 2.3 The ownership of the products shall remain with ARRI CHINA until it has received full payment for such products (regardless of the delivery/pick-up arrangement which might vary from case to case).

产品的所有权将一直被阿莱中国所有直到其收到了该产品的全额付款（这条约定不受双方依据个案情况对递送/提货的相关约定）

- 2.4 In case of inability to deliver / make available the products to the Customer due to force major, ARRI CHINA shall be entitled to postpone delivery or availability of the products for the entire duration of the force majeure events. Events of force majeure shall be deemed to be any events which are beyond ARRI CHINA's control and which makes delivery impossible or unreasonably difficult, including but without limitation strikes, customs inspection, import or export prohibitions, scarcity of energy supplies or raw materials, or the delayed delivery to ARRI CHINA of goods required for the performance of its obligations hereunder for reasons beyond ARRI CHINA's control, etc. In case the duration of the force majeure lasts more than 3 months, the delivery responsibility of ARRI CHINA shall be deemed as extinguished in its entirety. Compensation for non-performance can be claimed only if the default in delivery is intentionally caused by ARRI CHINA or caused by ARRI CHINA's gross negligence.

在由于不可抗力而导致的不能向客户送货/使产品可用时，阿莱中国有权在不可抗力持续期间延迟送货/是产品可用。不可抗力指任何不在阿莱中国控制范围内且导致不可送到产品或使送到产品异常困难的事件，包括但不限于罢工、海关抽检、进出口限制、能源或原材料不可得、或阿莱中国所必须具备的送货条件被延迟等情况。在不可抗力持续超过 3 个月的情况时，阿莱中国将自动被视为免除一切送货责任。只有在不能送货是由于阿莱中国故意或重大过失原因导致的情况下，客户有权要求赔偿。

- 2.5 The risk of loss or damage to the products passes to the Customer as soon as ARRI CHINA has dispatched the products from its premises (including warehouse operated by third party ) or upon the surrendering of the products to the applicable carrier or the Customer or the Customer's designated personnel, as the case may be. This applies in the event that ARRI CHINA performs as carrier for the products.

产品的毁损和灭失风险在阿莱中国将产品从其经营场地发走时转移至客户（包括由第三方负责运营的仓库）或在将产品交给送货方/客户/客户指定人员时转移。本条也适用于当阿莱中国作为产品送货方的情况。

- 2.6 If the forwarding or collection of the products is delayed due to reasons attributed to the Customer, the risk of loss or damage shall be transferred to the Customer upon the readiness of the goods for dispatch.

如果寄发或收取产品由于客户的原因被延迟的话，则产品的毁损及灭失风险在产品具备可发货条件时转移至客户。

- 2.7 Prior to obtaining the ownership of the products, the Customer is not entitled to pledge, to process or to alter the products.

The Customer is, however, authorized to sell the products to third parties in the ordinary course of business unless a non-assignability agreement regarding the consideration exists between the Customer and the third party. If a third party acquires an interest in the products through a resale to such party, the Customer agrees to assign to ARRI CHINA all of its correlating rights and claims against such third party, ARRI CHINA hereby accepts such assignment.

在取得产品所有权前客户没有权利将产品抵押、质押、对产品进行改动或调整。但客户有权将产品以正常交易方式再卖至第三方除非客户与该第三方之间存在针对相应内容的不可转让协议。如果一个第三方在转卖过程中作为买受方而获得被转卖产品的利益，则客户同意将其对该第三方所享有的一切权利转移给阿莱中国，阿莱中国在此承诺接受这类转让。

Upon a default in payment by the Customer, ARRI CHINA has the right to disclose to any applicable third party that it holds an interest in the products pursuant to the assignment delineated above and to assert any of its claims directly. The Customer is obligated to provide and deliver to ARRI CHINA all documentations required for the assertion of such claims. The Customer must also make available to ARRI CHINA, completely and in a timely fashion, all information about any events that might affect the obligations described above.

在客户延迟付款的情况下，阿莱中国有权向相应第三方告知阿莱中国因上述转卖行为而对产品所享有的权利并有权直接向该第三方行使权力。客户有义务向阿莱中国提供所有阿莱中国可能为行使改类权利所需的一切文件；客户必须及时全面地向阿莱中国告知一切可能影响其行使此

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类义务的情况。

### 3. Quality Assurance and Liability 质量保证和责任

3.1 All ARRI branded products furnished by ARRI CHINA under the Contracts shall

- (1) conform to its product specifications and manuals ( if any );
- (2) be of good material, design and workmanship and free of defects;
- (3) be new, not used or reconditioned ( excluding the event of a rental agreement ) merchantable and suitable for the purpose intended

所有根据合同由阿莱中国提供的阿莱品牌产品应当：

- (1) 符合其产品规格和产品说明（如有）；
- (2) 具备良好的材料、设计及工艺，不存在缺陷；
- (3) 符合全新可售的、未被使用过或经过修复的条件（不适用租赁协议的情况）并且可以满足产品使用目的

3.2 All services performed by ARRI CHINA shall compliance with the Contracts, its Warranty Policies, as well as applicable laws and regulations 所有由阿莱中国提供的服务应符合合同中的约定、其保修政策以及适用的相关法律法规。

3.3 The Customer must inspect the products immediately upon receipt of such. The Customer shall notify ARRI CHINA in written form within one week regarding any hidden defect, In the event that the Customer fails to meet the aforementioned notification obligations, the products shall be deemed to have been accepted by the Customer as it is. All accepted products are not subject to return. 客户必须在收到产品后对其进行立刻的检查。如果发现隐藏缺陷，客户应当在 1 周之内以书面方式通知阿莱。如果客户未能尽到前述检查通知义务，产品将被视为被无异议地接收。被接受的产品不得退货。

Customized products, including personalized products are not subject to return or exchange whatsoever. 定制/个性化定制的产品不可以退货/调换。

ARRI CHINA only accepts returns/exchanges for products that were purchased from ARRI CHINA or its authorized resellers in mainland China. 阿莱中国仅接受在中国大陆地区购买的由阿莱中国或其授权经销商售出的产品的退货/调换请求。

ARRI CHINA is not responsible for any product that are NOT purchased through ARRI CHINA authorized dealers or channels.

阿莱中国不对从未经阿莱中国授权的经销商或从其他非正规购买渠道所购买的产品。

ARRI CHINA is not responsible for any third party products, including without limitation memory card or any software. All third party products are sold in " AS-IS" condition and shall be subject to their manufacturer's terms and conditions ( if any ).

阿莱中国不对任何第三方产品负责。所有第三方产品均以“按现状”条件销售并适用该产品生产商的相关政策条款（如有）。

3.4 ARRI CHINA shall be liable for any damage hereunder caused by it intentionally or caused by its gross negligence. In either case, ARRI CHINA shall be liable only for actual ordinary damage. In no case shall ARRI CHINA be liable for consequential damage (including consequential damages resulting from defective products ) or loss of profits.

阿莱中国对其故意或重大过失造成的损失负责。不论是故意还是重大过失，阿莱中国仅对实际普通损失负责。阿莱中国在任何情况下都不会对间接损失或利益损失负责（包括由产品缺陷导致的间接损失）。

3.5 The limitation of liability delineated herein shall not apply to any legally prescribed strict liability.

这里描述的责任限制不适用于法律规定的任何严格责任限制。

### 4. Warranty 保修

All ARRI branded products furnished by ARRI CHINA enjoys warranty services as according to its Warranty Policy. The Details of the Warranty Policy. 所有由阿莱中国提供的阿莱品牌产品均享受保修服务。详情见阿莱中国保修政策。

### 5. Governing Law and Dispute Resolution

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The formation, validity, construction, performance of this GTC, as well as the settlement of any disputes arising herefrom shall be governed by and construed in accordance with the law of the People's Republic of China. 本一般条款的内容、有效性、形式、执行以及对执行中可能产生的争议均由中华人民共和国法律管辖。

## ARRI CHINA 维修及保修政策

### ARRI CHINA SERVICE and WARRANTY POLICY

2025年4月 April 2025

ARRI CHINA 向购买者（“您”），根据不同产品，提供下述不同的保修期且保证所有产品不存在材料和工艺上的缺陷。所有保修期均由购买之日获得的正规税务收据（以下简称“发票”）所注明的日期或者采购合同中签订日期开始计算。我们建议您在每次购买后均保存好您的订单/采购协议/及购机发票，在向您提供任何保修服务前，我们将需要向您索要这些购买凭证。所有送修产品的相关沟通，均应由邮件方式与ARRI CHINA售后部门进行沟通，ARRI CHINA售后部门邮箱[servicebj@arri.asia](mailto:servicebj@arri.asia)

ARRI CHINA OFFERS THE BUYER ("You") THE PRODUCT WITH DIFFERENT WARRANTIES AS SET FORTH BELOW AND WARRANTIES THAT ALL PRODUCTS WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP. All warranties will commence on the date indicated by the official Tax receipts obtained on the date of purchase ("Invoice") or from the signing date of the Purchase Contract. It is recommended that you preserve your order, Purchase Agreement, and purchase invoice properly after each purchase. We will need to obtain these documents from you before any warranty service is provided to you. Please note all communication concerning services or this policy should be done via email to ARRI China Service Center at : [servicebj@arri.asia](mailto:servicebj@arri.asia)

#### 1. 产品保修期:

Warranty period:

所购产品的质保期为【摄影机，电影镜头镜头及专业附件产品保修期为1年；摄影机稳定系统保修期为1年；ARRI 灯光，CP及ADB产品的保修期为2年。所有保修期均由购买之日获得的正规税务收据（以下简称“发票”）所注明的日期或者采购合同中签订日期开始计算。

The warranty period of the purchased products is 1 year for camera, cinema lens and professional accessories; 1 year for camera stabilization system; 2 years for ARRI lighting, CP and ADB products. All warranties will commence on the date indicated by the official Tax receipts obtained on the date of purchase ("Invoice") or from the signing date of the Purchase Contract.

您在保修期结束后可以根据自身需要选择购买“延保服务”，有关延保服务条款可咨询 ARRI CHINA。延保服务（包括但不限于镜头维护服务）一经购买，您无权在所购买的延保服务到期前要求提前终止延保服务和/ARRI CHINA进行退款。

After expiration of the warranty period, you may choose to purchase "extended warranty service" at your own need. You may consult ARRI CHINA for terms and conditions of extended warranty service. Upon purchase of extended warranty service (including but not limited to lens maintenance service), you will not be entitled to request early termination of extended warranty service and/ARRI CHINA for a refund prior to the expiration of the extended warranty service period purchased.

本政策根据上述保修期间，将产品分为保修期内产品和保修期外产品。This policy classifies products as products within warranty period ( in warranty cases) and out of warranty period ( out of warranty cases ) .

所有保修期外产品或保修期内产品但属于本政策规定的非保修范围的，在预先检测后ARRI CHINA将向您发送维修费用报价。所有报价自发送之日起算30日内有效，如果您未能在30日内确定报价费用（确认报价的方式为在您收到的维修费用报价单上加盖公章后或签署后将扫描件邮件ARRI CHINA）给并支付该费用，ARRI CHINA将选择下列方式处置送修产品：（1）将产品送回给您，其中所产生的运输、人工等

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费用，将由您承担；（2）从第31日起，计算仓储费用，仓储费用为该产品购买价格的1%/天。我们在这里特别提示您，维修服务仅在ARRI CHINA收到您的报价确认并且收到费用后提供。

For all out of warranty cases or in warranty product which falls under the exceptions in this Policy, upon receiving the products and conducting pre-test, ARRI CHINA shall issue service quotation to you before perform any services. ALL service quotations are valid for 30 calendar days since its issuing, should you fail to confirm the quote service fees ( by sealing the quotation with your corporate seal or sign it personally and email the scan copy to ARRI China ) and pay the service fees within 30 calendar days, ARRI CHINA is entitled to choose any of the following methods : (1) ARRI CHINA may arrange return of the products to you, any shipping, delivering and handling costs will be borne by you; or (2) charge for storage fee from the 31st calendar day, storage fee shall be worth 1% per day of the purchase value for the product . Please note that all services will only be performed once ARRI CHINA has received your Confirmation on quotation AND received the service fees.

2. 所有被维修过的产品将在被返还给客户时/客户提取时起开始享有一个为期 1 个月的维修保修期。所有保修期内产品在被维修过后将持续享有剩余的保修期、其余服务合同或维修保修期，以其中期限最长者为准。所有保修期外产品，应仅享有维修保修期。

All repaired Products will apply to a period of 1 month warranty from the time they are returned to the customer/when they are picked up by the customer. All products within this one month warranty period shall continue to be entitled to the remainder of the initial warranty period, the remainder of the service contracts or the one month warranty period, whichever is the longest. All products out of the warranty period shall only be entitled to this one month warranty period.

3. 所有保修期内的维修所换掉的零部件，将不会被退还给您。

**All replaced spare parts repaired during warranty services will not be returned to you.**

4. 保修服务仅限于 ARRI 品牌产品，不包括任何第三方产品，包括但不限于存储设备或任何软件。所有第三方产品以“按现状”条件销售并适用该产品生产商的保修政策（如有）。保修不适用于任何线缆等由 ARRI CHINA 处购得的附件，包括但不限于线缆、电池、充电设备、电源转换设备等。

Warranty service is limited to ARRI branded products and does not include any third party products, including but not limited to storage devices or any software. All third party products are sold "as is, where is" and covered by the product manufacturer's warranty policy, if any. The warranty does not apply to any accessories purchased from ARRI CHINA such as but not limited to cables, batteries, charging equipment, power conversion equipment etc.

5. 您应当提供适当的针对送修产品的必要描述。ARRI CHINA 不对任何产品运输过程中的毁损或丢失负责。无论保修期内或保修期外的产品，只要是需要在ARRI CHINA 维修而相关产生的运输费用，人工费用，运输进中国境内的关税等费用，均应当由您承担。

You shall provide the appropriate description of the product delivered for service. ARRI CHINA will not be liable for any damage to or loss of any product during shipment. ALL shipping, delivering, handling costs, import duties ( if applicable ) concerning services performed in ARRI China Service Center , regardless if it is in warranty cases or out of warranty cases, shall be borne by you.

6. **ARRI CHINA维修中心及授权维修站会在收到产品后进行预先检测。将先对送修产品在 ARRI 全球产品系统里的检索以确认产品的销售渠道、来源。如果送修产品在ARRI 全球产品系统里被标示为“被盗/失窃”等可疑来源的情况，则 ARRI CHINA 有权对送修产品进行为期 6 周的留存。留存期间客户应当主动提供其获得送修产品的正当渠道相关证据并对证据的真实性进行证明，如果未能提供有效证据，则 ARRI CHINA 有权不将送修产品返还。对在检索中不存在合法来源问题的送修产品，ARRI 维修中心可以独立决定产品的技术状况以及是否可修。如果 ARRI 维修中心认定产品不存在可修项目，产品将会被返还给购买者，预先检测费用会被收取。**

ARRI China Service Center and authorized service stations will perform pre-test after receipt of the product. It will search the product in ARRI's global product system first to confirm the sales channels. ARRI CHINA will have the right to retain the

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product for repair for a period of 6 weeks if the product is marked as a suspicious source such as "stolen/stolen" in the ARRI global product system. During the retention period, the customer should take the initiative to provide relevant evidence regarding access to legitimate channels for the product to be repaired and to prove the authenticity of such evidence. If You fail to provide valid evidence, ARRI CHINA has the right not to return the product. For products to be repaired, for which retrieval is based on legitimate source, ARRI Service Centre has the right to decide at its own discretion the technical status, and whether the product is repairable. **If ARRI Service Centre determines that no repairable items exist for the product, the product will be returned to the buyer and the cost for pre-testing will be charged.**

7. 本政策所提供的保修服务不包括任何符合下列情况的产品：The warranty service covered by this Policy does not include any products:
- 购买者或者第三方故意行为造成的产品损坏。The product damage is caused by intentional acts of the buyer or a third party.
  - 产品被盗、抢劫、丢失、丢弃等；产品正常磨损、腐蚀、氧化、锈垢等。The product is stolen, robbed, lost, discarded, etc; normal wear, corrosion, oxidation, rust and dirt of the product.
  - 在不符合使用环境的情况下使用产品。The product has been used under the condition it is not in accordance with the operating environment.
  - 在不符合电源要求的情况下使用产品。The product has been used when the power requirements are not met.
  - 使用产品方法不当所造成的故障。Failures caused by improper using of the product or method.
  - 将产品交给非制造商、ARRI CHINA或授权维修站以外的人员进行维修、拆卸而导致的故障。Failures in the process of delivery to any person other than the manufacturer, ARRI CHINA or its authorized repair stations for repair or dismantling.
  - 为产品供电的外部电源或电池与操作要求不一致所导致的电气或电子部分故障。Failure in electrical or electronic portions due to inconsistency of external power supply or battery with operational requirements for power supply to the product.
  - 其他任何能够引起产品损坏的因素（包括但不限于）：撞击；高速冲击；超出常规过高或过低的大气压力；暴露于超出常规的电磁或粒子辐射环境下；浸入或暴露于水或其他化学品、液体或蒸汽中；烟雾、烟尘、粉尘或其他细微颗粒物质；火灾、洪水或其他自然灾害。Any other factor (including but not limited to) which can cause damage to the product: impact; high or low atmospheric pressure beyond normal; exposure to electromagnetic or particle radiation beyond normal; immersion or exposure to water or other chemicals, liquids or vapors; smoke, soot, dust or other fine particulate matter; fire, flood or other natural calamities.
  - 不适当地连接外部设备、第三方设备或可选附件而导致的故障。Failures caused by improper connections to outside equipment, third party equipment or optional accessories.
  - 任何由于不可抗力所造成的毁损。Any damage or destruction caused by force majeure.
  - 由于购买者或第三方忽视、不当使用或错误操作、不当包装或运输过程中导致的故障。Failures caused by negligence, misuse or mishandling, packaging or transport by the buyer or third party.
8. 标准维修服务：对于任何已经过了上述保修期的产品，购买者可以将产品送至 ARRI CHINA维修中心或授权维修站进行预先检测，以便后续可以享受标准维修服务。**ARRI CHINA维修中心有权决定是否对已过保修期的产品进行维修。所有标准维修服务，购买者将自行承担所有人工费用和零件费用。ARRI CHINA 将收取预先检测服务费用。所有在实施标准维修服务过程当中替换掉的零部件均不会退还给购买者。**  
Standard Maintenance Service: For any Product in excess of the warranty period given above, the buyer may deliver the product to ARRI China Service Center or authorized repair station for pre-testing to be available for subsequent Standard Maintenance Service. **ARRI China Service Center reserves the discretion to repair the product out of warranty. For standard maintenance service, the buyer will bear all labor cost and parts cost at his own expense. ARRI CHINA will charge for pre-testing. All parts replaced in the performance of standard maintenance services are not to be returned to Buyer.**
9. 本政策构成购买者对 ARRI CHINA 可行使的针对保修问题的所有权利。**如果您不同意本维修及保修政策中的内容，您可以向ARRI CHINA说**

[www.arri.cn](http://www.arri.cn)

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明并要求拿回送修产品（但如果ARRI CHINA已经提供了预先检测并产生了相应费用，您应当支付该费用后才可以将送修产品取回）。除非本政策中明确列明，任何明示或暗示的对 ARRI 品牌产品、服务、商标、标示、执行、所提供的任何内容的条件、代表、保修，包括但不限于暗示的有关适销性、满意质量、适合某种特殊目的以及非侵权性等全部在法律允许范围内最大可能的进行免除。

This policy constitutes all rights exercisable by the buyer against ARRI CHINA for warranty issues. **If you do not agree with this policy, you may make clear to ARRI CHINA and request that you take back the product (provided that if ARRI CHINA has already provided pre-testing at your expense, you shall not claim back the product until you pay the expense).** Except as specifically set forth in this policy, any express or implied conditions, representations, warranties as to the ARRI branded products, services, trademarks, markings, performances, offers or otherwise, including, without limitation, the implied waiver of merchantability, satisfactory quality, fitness for a particular purpose, and non- infringement, are all exceptions to the fullest extent permitted by law.

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