

苏黎世财产保险（中国）有限公司公众和产品责任保险(以索赔提出为基础)附加广义经销商责任条款

兹经双方同意，对所称“被保险人”的含义，在本保险单项下扩大解释为包括任何的个人或机构（以下简称经销商）作为被保险人，但仅限于此经销商在其惯常的经营活动中分销或销售的保单明细表中列明的产品，并遵从以下附加条件：

- 1) 本保险关于经销商的部分并不适用于：
 - a) 未经被保险人的授权而作出的任何明示担保或保证；
 - b) 任何由下列原因引起的“人身伤害”或“财产损失”
 - (i) 由经销商故意对产品所做的任何物理或化学上的改变；
 - (ii) 重新包装，除非是在制造商的指令下为了检查、展示、测试、更换有关产品或零部件而拆开包装，之后使用原包装进行重新包装；
 - (iii) 任何展示、安装、服务、修理工作，除非上述工作涉及到产品的销售并且是在经销商的场地上进行；
 - (iv) 凡出于产品的分销或销售需要，经销商按照约定或按照惯常的经营方式本来应该进行相应的检查、调整、测试、服务，但却未能完成上述工作；
 - (v) 在产品由被保险人分销或销售后，由经销商（或为了经销商的需要）贴牌、重新贴牌、作为包装/零件/原料以制造其他物品。
- 2) 就制造保险产品所需要的其他产品、原料或包装，被保险人向其购买有关产品、原料、零件、包装的被保险人（个人或机构），不适用于本保险。

Vendors Liability Extension - Broad Form

Notwithstanding anything to the contrary contained in this Policy, it is agreed that the “Insured” under this policy is amended to include any person or organization (herein referred to as “vendor”) as an Insured, but only with respect to the distribution or sale in the regular course of the vendor’s business of the insured’s products (shown in the schedule) subject to the following additional provisions:

- 1) **The Insurance with respect to the vendor does not apply to:**
 - a) any express warranty unauthorized by the Insured;
 - b) bodily injury or property damage arising out of
 - (ii) any physical or chemical change in the form of the product made intentionally by the vendor;
 - (iii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
 - (iv) demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (v) any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to made in the usual course of business, in connection with the distribution or sale of the products;
 - (vi) products which after distribution or sale by the Insured have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

2) The insurance does not apply to any person or organization, as insured, from whom the Insured has acquired such products or any ingredient, part or container, entering into, accompanying or containing such products.