

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）附加对混合责任和捆绑责任扩展条款

1. 扩展责任

在被保险人所提供的产品存在缺陷使得其他产品和/或终端产品（新产品）产生缺陷和/或无法达到它们应有功能，且被保险人提供的产品无法与第三方产品分离、或这种产品的分离在经济上不可行时，本合同承担以下损失引起的赔偿责任：

- 被保险人提供的产品与其他产品混合、组合，及加工处理时引起的损失；
- 在对被保险人提供的产品进一步加工过程中所造成的损失。

本合同承担以下法律赔偿责任：

- 由于其他产品损毁或灭失而导致的费用；
- 由于生产终端产品而导致的费用，但是对被保险人的有缺陷的产品的补偿除外；
- 基于法律和商业缘由而改进终端产品、或为避免其他损失而采取的措施所导致的额外费用。保险公司不赔偿终端产品售价中被保险人提供的产品的购置价所占部分；
- 由于终端产品无法被销售或只能折价销售而发生的经济损失。保险公司不赔偿在被保险人提供的产品无缺陷情况下终端产品预期售价中被保险人提供产品的购置价所占部分。

上述列举包含了所有承保的费用和经济损失赔偿责任。

2. 除外责任

本合同不承担以下赔偿责任：

- 转移、拆卸或去除有缺陷产品（拆卸费用），以及后续无缺陷产品组装、附加或安装的费用（安装费用）；
- 前述条款中承保费用、损失导致的相应财务损失。

本扩展责任条款取代除外责任条款 5.2.1（功能失效）。

Explanation and Precision of the Coverage Regarding Mixing and Blending

1. Extent of Coverage

This contract also covers claims in respect of losses

- resulting from mixing, combining or processing the supplied products with other products
- resulting from the further processing of the supplied products

where a defect in the product supplied by the insured entity results in other products and/or the end product (new product) being defective and/or not serving their intended purpose and the separation of the supplied products with other third-party products is not possible or economically not justifiable.

This contract covers legal liability in respect of

- expenses incurred through damage to or destruction of the other products;
- expenses incurred in manufacturing the end product, apart from the remuneration for the defective product of the insured entities;
- additional expenses incurred because of action required to rectify the end product - made necessary on legal or commercial grounds - or in order to eliminate some other losses. The Insurers will not compensate expenses in proportion to the share accounted for by the supplied product in the selling price of the end product;
- financial disadvantages incurred owing to the fact that the end product cannot be sold, or can only be sold at a discount. The Insurers will not compensate for the loss in proportion to the share accounted for by the supplied product in the selling price that could have been expected to be obtained for the end product had it been supplied in flawless condition.

The list of insured expenses and financial disadvantages is definitive.

2. Exclusions

This contract does not cover:

- **cost of removing, dismantling or stripping defective products (dismantling costs) and of their subsequent assembly, attachment or installation (installation costs) of defect-free products;**
- **financial consequential losses resulting from the costs and losses in the preceding article.**

This coverage extension supersedes exclusion 5.2.1 (Failure to perform).

