

ELEMENT MATERIALS TECHNOLOGY

TERMS AND CONDITIONS (China)

标准条款（中国）

1. Formation of Contract

合同订立

- 1.1 These terms and conditions ("**Terms and Conditions**") together with any quotation, proposal, estimate or fee quote ("**Quotation**") provided by or on behalf of the Company (as defined below) shall apply to all contracts for the supply of testing, calibration and/or other services ("**Services**") carried out by Element Materials Technology (Shanghai) Co. Ltd. ("**Company**") providing the services contemplated therein on behalf of a customer ("**Customer**").

本标准条款（以下简称“**本条款**”）以及由公司（定义见下文）或代表公司提供的报价、建议书、预估或费用报价（以下简称“**报价单**”）适用于代表客户（以下简称“**客户**”）履行合同约定服务的埃类特材料科技（上海）有限公司（以下简称“**公司**”）提供检测、标定和（或）其它服务的该等有关合同。

- 1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Customer's purchase order or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the Company's confirmation of order, or implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing. Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

本条款取代并替代客户的购买订单或对报价或规格的认可中所载或提及的任何条款规定，并且公司的订单确认中如载有或提及、或者如有法律（除非有关法律无法予以排除）、贸易习惯、惯例或交易习惯默示任何不一致的条款或条件的，应以本条款为准。凡是“**包括**”、“**尤其是**”等类似用词都应解释为作为示范，不得限制这些用词之前的语句含义。

- 1.3 Written and oral Quotations shall be valid for sixty (60) days from the date thereof and the Company may withdraw any such Quotation at any time. No Quotation given by the Company shall be an offer to contract with any person and no contract shall come into existence except in accordance with sub-condition 1.4.

书面和口头的报价单自报价单日期起六十天（60）内有效，公司可随时撤回任何该等报价单。公司给出的报价单为合同要约，只有按照第 1.4 条的规定，才可使合同成立。

- 1.4 The Customer's purchase order or the Customer's acceptance of a Quotation constitutes an offer by the Customer to purchase the Services specified in the Quotation upon these Terms and Conditions. No offer placed by the Customer shall be accepted by the Company other than by a written acknowledgement issued and executed by the Company or (if earlier) by the Company starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established (the "**Contract**").

客户的购买订单或客户对报价单的接受构成客户依据本条款购买报价单所述服务的要约。只有当公司出具和签署书面确认，或者公司在更早的时候开始提供服务，客户提交的要约由此被公司所接受之时，依据本条款提供和购买该等服务的有关合同（以下简称“**合同**”）才予以成立。

- 1.5 No acceptance or acknowledgement, even if in writing and signed by the Company, of the Customer's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Customer's purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the Company specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 2.1.

即使公司以书面形式出具并签署对客户的购买订单或任何其它与服务相关的文件的接受或确认，其中如有任何条款与本条款相冲突或对本条款有附加规定的，则不得构成对客户的该等购买订单或其它文件的接受，除非公司按照第 2.1 条的规定明确同意对本条款的该等变更。

- 1.6 The delivery to the Company by the Customer of any item for testing or calibration by the Company (a "**Sample**") or the delivery of any request by the Customer to the Company for the provision of any similar services shall, upon acceptance of that Sample or request by the Company, constitute an 'offer' (as referred to in sub-condition 1.4). If

the Company begins such testing, calibration or similar services on that Sample, the offer shall be deemed to have been accepted by the Company and a Contract shall be formed. These Terms and Conditions shall apply to that Contract.

客户如向公司交付任何物品由公司进行检测或标定（以下简称“**样品**”），或者客户向公司提交提供任何类似服务的要求的，一经公司接受该样品或该要求后，则构成第 1.4 条中所述“**要约**”。公司如开始对该样品进行检测、标定或类似服务的，该要约将视为已被公司接受，并且合同成立。本条款应适用于该合同。

2. Variation including Cancellation, Postponement and Amendment 取消、推迟、修订等变更

- 2.1 These Terms and Conditions may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an officer or duly authorized signatory of the Company. The variation or waiver must set out the condition(s) or sub-condition(s) to be varied or waived and the detail of each such variation or waiver.

任何一方对本条款的变更或弃权，只有经公司的一名高管或正式授权签字人以书面形式作出变更或弃权并予以签署才可生效。变更或弃权须规定所变更或弃权的条款以及每项该等变更或弃权的详细内容。

- 2.2 The Customer may cancel, postpone or amend any order (in whole or in part) at any time, provided that the Customer shall pay to the Company the full amount of the Consideration (as defined in sub-condition 3.1) relating to such order plus all Costs (as defined in sub-condition 3.1) relating to such order incurred by the Company prior to the date of the cancellation, postponement or amendment plus any other losses, expenses and costs incurred by the Company as a result of the cancellation, postponement or amendment.

客户可以随时全部或部分取消、推迟或修订任何订单，但前提是客户须向公司全额支付该订单相关的对价（定义见下文第 3.1 条）再加上公司在取消、推迟或修订之日前已发生的与该订单相关的所有费用（定义见下文第 3.1 条）再加上公司因取消、推迟或修订而产生的任何其它损失、支出和费用。

- 2.3 The Company reserves the right to review and amend any Quotation prices where documentation, specification or other materials relating to the Contract have materially changed since the original Quotation was given or where additional services not envisaged by the Quotation are requested, for example, producing written descriptions of detailed procedures undertaken as part of the Services. For the avoidance of doubt, approval of such additional requests shall remain at the Company's discretion.

自提供原报价单起之后与合同相关的文件、规格或其它资料如有发生重大变更的，或者要求提供报价单中并未述及的额外服务的，例如提供作为服务内容一部分而进行的详细规程的书面说明，公司有权审核和修订报价单的价格。为免歧义，是否批准该等额外要求仍属于公司自行酌情决定的范畴。

3. Prices & Payment 价格及付款

- 3.1 The Customer shall pay the Company the charges set out in the Quotation, if applicable, or as otherwise contemplated for the provision of the Services ("**Consideration**") and shall pay the Company on demand for any expenses incurred in the provision of the Services ("**Costs**"), unless expressly agreed otherwise in writing.

客户应向公司支付报价单（若适用）中列明的或以其它方式规定的提供服务的收费（以下简称“**对价**”），并按要求向公司支付提供服务过程中所产生的任何支出（以下简称“**费用**”），除非以书面形式另有明文约定。

- 3.2 The Company may issue invoices in respect of Services:

公司可按下列方式出具有关服务的请款单：

- 3.2.1 upon completion of the Services; or
在完成服务之后；或

- 3.2.2 upon completion to the Company's reasonable satisfaction of separate parts of the Services, in which case, the Company will invoice for that proportion of the total Consideration for the Services performed under the Contract; or

在完成服务的单独部分并令公司合理认可之后，在该情况下公司就将在合同项下已履行的服务部分相对应的对价金额出具请款单；或

3.2.3 in a manner otherwise specified in the Quotation, including individual lines on the Quotation, or order confirmation.

报价单中另有规定的方式，包括报价单中的单独行列、或订单确认。

3.3 The Customer shall pay the Consideration and Costs stated in any invoice for Services provided pursuant to these Terms and Conditions in full, without deduction or set-off, within thirty (30) days of the date stated on that invoice. The Consideration shall be paid free and clear of, and without deduction for and on account of, tax unless the Customer is required by law to make such payment subject to the deduction of withholding tax, in which case the sum paid by the Customer shall be increased to the extent necessary to ensure that after such deduction or withholding the Company receives an amount equal to Consideration and Costs it would have received had no such deduction or withholding been required.

客户应在本条款提供的请款单所列日期起三十（30）天内，付清该请款单中列明的对价和费用，不得有任何扣除或抵消。对价的支付不带任何税款，也不作出任何税务抵扣，除非客户根据法律要求须在付款时代扣代缴税款，则届时客户支付的金额应增加至必要的金额，确保进行该等代扣代缴之后，公司所收到的款额相当于在无需进行该等代扣代缴的情况下本应收到的对价和费用的金额。

3.4 The Customer shall pay the Consideration and Costs to the Company by electronic bank transfer in cleared funds in the currency specified in the Company's Quotation, proposal or order confirmation. All payments due to the Company shall be payable within the specified time irrespective of whether or not the Customer has recovered payment from a third party and, for the avoidance of doubt, but without prejudice to the generality of the foregoing, this includes payments of fees due to the Company acting as experts or as expert witnesses when instructed by solicitors acting for a party to a dispute.

客户应采用银行电子转账方式以可提现资金以公司的报价单、建议书或订单确认中规定的币种向公司支付对价和费用。凡是应向公司支付的款项，都应在规定时间内予以支付，无论客户是否从第三方处收回款项，并且为免歧义，而且也在不影响前述规定的普遍适用性的情况下，这包括在争议当事方的代理律师的指示下担任专家或专家证人而应支付给公司的费用。

3.5 In default of payment within the thirty (30) days, the Company may: suspend any further Services being carried out for the Customer; withhold the provision of Reports (as defined in sub-condition 4.2); alter or withdraw credit terms; and amend terms, prices or service levels. The amount outstanding from time to time shall bear interest, calculated from the due date of the invoice to the date of receipt of the amount in full at a rate equivalent to 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.

如超过三十（30）天付款期限逾期未付的，公司可暂停正在为客户履行的任何服务、暂不提供报告（定义见下文第 4.2 条）、变更或撤回赊销付款条件、以及对条款、价格或服务程度进行修订。逾期未付款项应取自请款单到期日起至足额收到款项之日按以相关币种为单位的汇丰银行的基本利率加上 3% 的年利率计算的利息。

3.6 The Company may retain or set off any sums owed to it by the Customer which have fallen due and payable against any sums due to the Customer under this Contract or any other agreement between the parties or any of their Group Companies. "Group Company" means, in relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company.

公司可扣留或使用客户到期应付的欠款，用以抵消在合同或双方或其所属集团公司旗下公司之间签订的任何其它协议项下应支付给客户的任何款项。所谓“集团公司”，就某一家公司而言，是指该公司、该公司的子公司或控股公司、以及该公司的控股公司的子公司。

3.7 The Customer undertakes that during the provision of the Services and for 6 months following completion thereof, the Customer shall not:

客户承诺，在提供服务期间内并且在服务完成之后六个月内，客户不得：

3.7.1 solicit or entice away (or assist anyone else in soliciting or enticing away) any member of the Company's staff with whom the Customer has had dealings in connection with the Contract and/or the provision of the Services during the 12 months immediately prior to the earlier of the date of the Customer's purchase order or the date of the Quotation; or

招揽或引诱（或协助任何他人招揽或引诱）在客户的购买订单日期和报价单日期之间的较早日期之前 12 个月内客户曾因合同和（或）提供服务而与之往来的公司的任何员工。

3.7.2 employ (directly or through a third party) any person as referred to in sub-condition 3.7.1 or engage them in any way to provide services to the Customer.

直接或通过第三方雇佣上文第 3.7.1 条中所述任何人，或以任何方式聘请该等人员向客户提供服务。

This undertaking shall not apply in respect of any member of the Company's staff who without having been previously approached directly or indirectly by the Customer responds to an advertisement placed by the Customer or on the Customer's behalf.

公司如有任何员工是在未曾事先与客户直接或间接接触过的情况下而回应客户发布或以客户的名义发布的广告的，则在该等情况下上述承诺并不适用。

In the event of a breach of this undertaking, which leads to the departure of any person as referred to in sub-condition 3.7.1, the Customer will pay to the Company, on demand, a sum equivalent to 50% of the total annual remuneration package paid by the Company to the individual prior to his or her departure. The Customer acknowledges that this provision is a fair and reasonable term intended to be a genuine assessment of the likely loss to the Company.

如有违反上述承诺，导致第 3.7.1 条中所述任何人离职的，客户将在要求下向公司支付相当于公司在其离职前支付给该人的年薪总额 50% 的金额。客户确认，本款规定是公平合理的条款，出发点为对公司可能遭受的损失的真实评估。

4. Services

服务

4.1 Subject to the remaining sub-conditions of this condition 4, the Company warrants that it will complete the Services in a satisfactory and workmanlike manner, consistent with industry standards. The Customer expressly acknowledges and agrees that the Company gives no warranty that any result or objective can be achieved through the Services and that, where results are based on smaller scale tests and theoretical studies, results may require careful validation in order to be extrapolated to a production scale.

以遵守本第 4 条的其余条款为前提，公司保证其将以圆满、熟练并与行业标准相符的方式完成服务。客户明确认可并同意，公司不作任何可通过服务而实现任何结果或目标的保证，并且如果结果是依据更小规模的测试和理论研究的，结果可能会需要进行仔细验证，以便扩展到生产规模。

4.2 The Company will use its reasonable endeavours to complete Services and provide written information, results, technical reports, certificates, test or inspection records, drawings, recommendations, advice or the like in respect of the Services (the "Report") or certificate thereon to the Customer by any date reasonably requested in writing by the Customer, but the Company shall not be liable to the Customer for: (i) any delay in the performance of any obligation under the Contract; or (ii) damages suffered by the Customer by reason of such delay.

公司将尽其合理努力来完成服务，并在客户以书面形式合理要求的日期前向客户提供与服务有关的书面信息、结果、技术报告、证明、检测或检验记录、图纸、建议、意见等资料（以下简称“报告”）或与之相关的证明。但是，公司不就以下情况对客户承担任何责任：(i) 延迟履行合同项下的任何义务；或 (ii) 客户因该等延迟履行而遭受的损失。

4.3 The Company's obligation to complete Services under the Contract shall be subject to any obligation it may have to comply with any law or other regulation binding on it which may be in force from time to time.

公司完成合同项下服务的义务，以其遵守任何对其具有约束力的不时生效的法律法规为前提。

4.4 No employee, agent or other person is authorised to give any warranty or make any representation on behalf of the Company in relation to the Contract, or to assume for the Company any other liability in connection with the Services, unless such warranty, representation or assumption of liability is given to the Customer in accordance with sub-condition 2.1.

没有任何员工、代理或其他人被授权代表公司作出任何与合同相关的保证或声明、或被授权为公司承担服务相关的任何其它责任，除非该等保证、声明或责任承担是按照第 2.1 条的规定向客户作出的。

4.5 In relation to radiography reports and film delivered or interpreted as part of the performance of the Services, the Customer shall notify the Company, within fourteen (14) days from date of issue of such radiography reports and film, of any Customer or third party dispute concerning either the radiographic quality or interpretation of results. If the Customer does not so notify the Company within this fourteen (14) day period, the Customer will be deemed to have accepted the radiography reports and film, together with any interpretation of these, provided by the Company.

对于作为履行服务内容的一部分而交付或判读的放射成像报告和底片，客户应在该等放射成像报告和底片出具之日起十四（14）天内，将客户或任何第三方对放射成像质量或结果判读的有关异议通知公司。客户如没有在该 14 天期限内通知公司的，将视为客户已接受公司所提供的放射成像报告和底片及其判读。

4.6 In the event of certification services, the Customer agrees that the terms of the annex to these Terms and Conditions entitled "Certification Annex" shall apply.

对于认证服务，客户同意，本条款的附录“认证附录”的条款应予以适用。

- 4.7 The Customer represents and warrants to the Company the completeness and accuracy of all documents and information supplied to the Company for the purposes of the Company fulfilling the Services, both at the time of supply and subsequently.

客户向公司声明并保证，为公司履行服务的目的而向公司提供的所有文件和信息在提供之时及随后的完整性和准确性。

- 4.8 Reports are issued on the basis of information known to the Company at the time that the Services are carried out. Although the Company will use all reasonable endeavors to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Customer, its staff and on the information submitted to the Company. All Reports are prepared on the basis that:

报告是基于公司在履行服务之时所知悉的信息而出具的。虽然公司将尽一切合理努力来确保准确性，但是服务取决于客户及其员工的有效合作以及提供给公司的信息等情况。所有报告的编制依据如下：

- 4.8.1 there is no responsibility to any person or body other than the Customer;

除客户外不对任何其他人或单位负有任何责任；

- 4.8.2 they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;

报告并非为任何特定用途而出具，而且除非明确予以说明，否则没有任何陈述视为构成或产生声明、承诺、保证或合约条件。

- 4.8.3 the Report is determined solely by the professional analysis undertaken by the Company's staff on each individual Contract and any forecasts by the Company of the results is an estimate only;

报告完全由公司的工作人员根据各项单独合同进行的专业分析而确定，公司的任何预测结果都仅为预计；

- 4.8.4 the Company is entitled to be paid the Consideration irrespective of the results or conclusions reached in the Report; 无论报告中得出的结果或结论为何，公司都有权获得对价；

- 4.8.5 the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the Sample was taken; and

服务的结果应仅针对所提交的物品和信息，不得视为代表了所取样的更大规模的物品；及

- 4.8.6 the results are final and approved by the Company. The Company shall be under no liability where the Customer has acted on preliminary, unapproved results or advice.

结果为最终结果，而且经过公司批准。客户依据初步、未经批准的结果或建议行事的，公司不承担任何责任。

5. Customers' Property

客户的财物

- 5.1 The Customer shall supply as much information as possible, including a unique purchase order number, reference or authorization, about each Sample and/or Service requirement in order to assist in achieving an efficient service. If a Customer provides the Company with detailed instructions in writing as to the treatment and handling of particular items of its property, the Company will use its reasonable endeavours to comply with such instructions.

客户应尽量提供每项样品和（或）服务要求有关的信息，包括独特的购买订单号、参照编号或授权，以便帮助实现有效服务。客户如以书面形式向公司提供如何对待和处理其具体财物的详细指示的，公司将尽其合理努力遵循该等指示。

- 5.2 The Customer shall inform the Company in writing prior to the Company carrying out any Service on a Customer site or Sample that is of a dangerous or unstable nature, as well as notify the Company of any actual or potential health & safety hazards relating to a Sample and arising from the Company's performance of the Services, and shall provide instruction on the safe visiting of the site or safe handling of the Sample. The Customer shall accept full responsibility for appropriate safety labeling pertaining to the Sample and any equipment provided to the Company by the Customer.

公司在客户场地或对样品履行任何服务之前，客户应书面告知公司该场地或样品的危险或不稳定性质，并通知公司与样品相关的或因公司履行服务而产生的任何实际或潜在的健康和安全危险，并提供安全场地或安全处理样品的指示。客户对于样品以及客户提供给公司的任何设备有关的适当安全标签负全责。

- 5.3 The Customer acknowledges and expressly agrees that, subject to sub-condition 5.4 where the Contract specifies that the Services include non-destructive testing of the Sample, the performance of the Services may damage or destroy any and all Samples and any other materials or property delivered by Customers to the Company in relation to the Contract. Under no circumstances will the Company be responsible for any additional costs or damages, including consequential damages and

indirect costs or losses, resulting from destruction or loss of the Customer's property.

客户确认并明确同意，除第 5.4 条中另有规定的合同中规定的服务包括对样品进行非销毁性检测的情形外，服务的履行可能会损坏或损毁样品及客户根据合同向公司交付的其它材料或财物。在任何情况下，公司一律不承担因客户财物的损毁或灭失而造成的任何额外费用或损害赔偿，包括后果性质的损害赔偿和间接费用或损失。

- 5.4 When testing, analysis or other services are carried out, the Company shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the Customer unless the Customer notifies the Company in writing before delivery to the Company and the property itself delivered to the Company is clearly marked "Do Not Destroy or Damage". If such notice is given and the Customer's property is so marked, the Company's liability for damage to or destruction of the Customer's property is limited to the lesser of:

在执行检测、分析或其它服务时，公司不承担任何因属于客户的任何财物的损坏或损毁而造成的费用或损失的责任，除非客户在将财物交付给公司前书面通知公司，并且所交付给公司的财物本身明显标记“不得销毁或损坏”。如有提供该等通知并且客户的财物有该等标记，公司对客户财物的损坏或损毁承担的赔偿责任限于下列较低金额：

- 5.4.1 the value of Customer's property; or

客户财物的价值；或

- 5.4.2 the cost of the Services performed on the damaged property pursuant to the Contract.

根据合同对损坏的财物所履行的服务的费用。

6. Re-Delivery

重新交付

- 6.1 The Company will at the Customer's reasonable written request, deliver the Customer's property (other than that which is destroyed as part of the Services) back to the Customer after performing Services relating to that property. The Company may use any method of delivery that it reasonably decides and will do so as the agent of the Customer and will not have any liability in respect of any such item so delivered. The Company may at its discretion instruct any person delivering such property to the Customer to invoice that Customer directly in respect of that delivery and the Customer shall make any and all claims for property damaged in transit directly and solely against such delivery company or other person.

在客户合理的书面要求下，公司将把客户的财物（但作为服务内容的一部分而予以销毁的除外）在履行与该等财物相关的服务之后交还给客户。公司可以使用其认为合理的任何交付方式，并将作为客户的代理人进行该等交付，而且对该等交付的物品不负有任何责任。公司可以自行指示任何将该等财物交付给客户的人直接向客户出具账单收取交付费用，而客户应直接向并且仅向该快递公司或其他人要求运输途中财物损坏的赔偿。

- 6.2 Unless specifically instructed to the contrary in writing by the Customer, the Company reserves the right to properly dispose of Customer's property after three (3) months from completion of the Services. The Company reserves the right to invoice the Customer for any costs of disposal. Where property of the Customer is, in the sole opinion of the Company, too bulky or too unstable to allow storage time of more than one month, it will be at the absolute discretion of the Company as to the length of time such property is kept before being destroyed.

除非客户另有书面形式的明确相反指示，公司有权在自服务完成起三（3）个月之后正当处置客户的财物。公司有权向客户出具账单收取处置费用。如果依公司自行判断，客户的财物因过大或不稳定而无法储存超过一个月，公司有权自行全权决定在进行销毁之前该等财物的保存时间长短。

7. Title & Security

所有权和安保

Title to the Customer's property which is delivered to the Company and all risk of loss or damage to such property (except for loss or damage caused by the Company and for which and to the extent that the Company accepts liability under these Terms and Conditions) shall remain with the Customer at all times, who shall be responsible for effecting and maintaining its own insurance cover in relation thereto, it being hereby acknowledged by the Customer that the charges of the Company do not include insurance. The Company may retain all property delivered to it until all sums due and owing to the Company by the Customer have been paid.

交付给公司的客户财物的所有权以及该等财物的所有灭失和损坏风险（因公司原因造成的并且公司在本条款项下承担责任的灭失和损坏除外）仍始终归属于客户，由客户承担与之相关的保险，并且客户特此确认公司的收费中不包括保险。公司可以保留交付给其的所有财物，直到客户对公司的所有应付款项均已付清。

8. Liability and Indemnity

责任和赔偿

- 8.1 This condition 8 sets out the entire financial liability of the Company, its employees, agents and sub-contractors to the Customer in respect of any breach of the Contract, any use made of Samples or any part of

them on which Services are carried out and any representation, statement or tortious act or omission (including negligence or breach of statutory duty) arising under or in connection with the Contract.

本第 8 条规定了公司、其员工、代理和分包商就违反合同、对样品的任何使用或对样品的任何部分所执行的服务、合同项下产生或与之相关的任何声明、陈述或民事侵权行为或不作为（包括过失或违反法定义务）而对客户承担的全部经济责任。

8.2 Other than as expressly set out herein and as specifically warranted in writing to the Customer by an officer or duly authorised signatory of the Company in accordance with sub-condition 2.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

除本条款中有明文规定的并且公司的高管或正式授权签字人按照第 2.1 条的规定以书面形式向客户明确保证外，在法律允许的最大限度内，所有成文法或普通法默示的其它保证和条件及其它条款均排除在合同外。

8.3 SUBJECT TO THE REMAINING SUB-CONDITIONS OF THIS CONDITION 8, THE COMPANY SHALL NOT BE LIABLE, WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION OR OTHERWISE FOR:

除本第 8 条其余条款另有规定外，公司不承担下列赔偿责任，无论是基于民事侵权行为（包括过失或违反法定义务）、合约、不实陈述或其它原因：

8.3.1 LOSS OF PROFITS; LOSS OF BUSINESS, LOSS OF REVENUE; LOSS OF MARKETS; LOSS OR DAMAGE INCURRED AS A RESULT OF A THIRD PARTY CLAIM; DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODS; LOSS OF CONTRACT; LOSS OF USE; LOSS OR CORRUPTION OF DATA OR INFORMATION; EX GRATIA PAYMENTS; OR 利润损失、业务损失、收入损失、市场损失、由于第三方索赔而产生的损失或损害、商誉受损和（或）类似损失、预期节省损失、货物损失、合约损失、使用损失、数据或资料灭失或损坏、特惠付款；或

8.3.2 ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES, FINES, PENALTIES OR EXPENSES; OR PURE ECONOMIC LOSS.

任何特殊、间接或后果性质的损失、费用、损害赔偿、收费、罚款、处罚、支出或纯粹经济损失。

8.4 SUBJECT TO CONDITIONS 8.3 AND 8.7, THE COMPANY'S TOTAL LIABILITY TO THE CUSTOMER IN CONTRACT, TORT (INCLUDING CLAIMS FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) MISREPRESENTATION, RESTITUTION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL IN ALL CIRCUMSTANCES BE LIMITED TO THE GREATER OF (i) RMB45,000 OR (ii) THE CONSIDERATION FOR THE SERVICES PAYABLE EACH YEAR UNDER THE CONTRACT THAT ARE SUBJECT TO THE CLAIM. Save in the case of fraud or fraudulent concealment by the Company, the Company shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:

以遵守第 8.3 条和第 8.7 条的规定为前提，公司依据合约、民事侵权行为（包括过失或违反法定义务的权利主张）、不实陈述、恢复原状或在其它情况下因合同的履行或拟定履行而产生的对客户所承担的责任总额，在所有情形下一律限于以下金额之较大者：(i) 人民币 4,5000，或 (ii) 就作为索赔标的的服务而在合同项下每年应付的对价。除公司的欺诈或欺骗性隐瞒情形外，公司不就合同项下的任何索赔承担任何责任，而任何索赔应全部禁止并且不可执行，除非：

8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and within one year after the completion of the Services to which the claim relates; and 在客户得知该等索赔后两个月内并且在索赔相关的服务完成后一年内，客户以书面形式详细通知公司索赔的宣称依据；

8.4.2 the Company is permitted to inspect any and all property with respect to which the Services are claimed to have been defective or to which Customer's claim otherwise relates.

允许公司检验与主张有瑕疵的服务相关的或者与客户的索赔另行相关的任何及所有财物。

8.5 Except where the Services are provided to a person who deals as a consumer, all warranties, conditions or other terms express or implied, statutory, customary or otherwise are excluded to the fullest extent permitted by law.

除向以顾客身份从事交易的人提供服务的情形之外，在法律允许的最大限度内排除所有明示、默示、法定、惯例或其它情况下的保证、条件或其它条款。

8.6 The Customer acknowledges that the above provisions of this condition 8 are reasonable and reflected in the price which would be

higher without those provisions and the Customer will accept such risk and/or insure accordingly.

客户确认，本第 8 条上述条款规定是合理的并反映在了价格中，如无上述条款规定则价格会更高，客户将接受该等风险并（或）进行相应保险。

8.7 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all losses which the Company may suffer or incur arising out of or as a result of:

公司如因下列情形而遭受或产生损失的，客户同意赔偿公司所有损失，使之不受损害：

8.7.1 breach of any law by the Customer in connection with the performance of the Services; 客户在履行服务过程中违法；

8.7.2 any claim threatened or made against the Company by any third party arising out of the Services or out of any delay in performing or failure to perform the Services (even if such claim is solely or partly attributable to the fault or negligence of the Company) to the extent such claim is in excess of the Consideration paid for the Services under the Contract that are subject to the claim; or

因服务而引起或因延迟履行或不履行服务而引起的任何第三方对公司提起或可能提起的任何索赔（即使该等索赔可以完全或部分归咎于公司的过错或过失），该等索赔超出合同项下就索赔有关的服务而支付的对价部分；

8.7.3 any claims arising as a result of any misuse or unauthorized use of any Reports issued by the Company or any Intellectual Property Rights belonging to the Company (including trade marks) pursuant to this Contract.

因滥用或未经授权擅自使用公司根据本合同出具的任何报告或任何属于公司的知识产权（包括商标）而造成的任何索赔。

Notwithstanding any other provision of these Terms and Conditions, the Customer's liability under this indemnity shall be unlimited.

即使本条款中有任何其它规定，但是客户在本条款下的赔偿责任是无限制的。

8.8 Nothing in these Terms and Conditions limits or excludes the liability of the Company for:

本条款中概无任何内容限制或排除公司承担以下事项的责任：

8.8.1 death or personal injury resulting from negligence; or 因过失导致的人身伤亡；

8.8.2 liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or 因公司的欺诈或欺骗性不实陈述造成的客户所产生的责任；

8.8.3 any other matter which may not be limited or excluded by law. 法律没有限制或排除的任何其它事项。

8.9 This condition 8 shall survive termination of the Contract.

本第 8 条在合同终止后继续有效。

9. Intellectual Property Rights 知识产权

9.1 In this condition 9, the following definitions apply:

本第 9 条中，适用下列定义：

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (now existing or hereafter created), in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“**知识产权**”：所有专利权、发明权、实用新型、著作权及相关权利、商标权、服务标识权、商号、商业名称和域名权、商业外观权或装饰权、商誉及就假冒起诉的权利、反不正当竞争的权利、设计权、计算机软件权、数据库权、布图设计权、精神权利、保密信息（包括专有技术和商业秘密）及任何其它知识产权（现有或以后创造的），无论前述每一项是否已登记注册、且包括该等权利的申请、更新或续展、以及在全球任何国家或地区的所有类似或同等的权利或保护形式。

9.2 All Intellectual Property Rights (including copyright in records, scientific documentary, primary data or electronic means of handling data) produced during any Service shall belong to and remain the property of the Company unless otherwise expressly agreed as part of the Contract.

任何服务期间生成的所有知识产权（包括记录、科技记录片、初级数据及处理数据的电子方式的相关著作权）均属于并且仍归公司所有，除非作为合同的一部分而另有明文约定。

9.3 Ownership and copyright in the Report shall remain with the Company. Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Report

(including the right to sub-license), subject to the terms of sub-condition 9.2 and this sub-condition 9.3.

报告的所有权及相关著作权利仍归属于公司所有。在客户履行完毕其在合同项下义务后, 包括支付对价, 客户将获得一项不可撤销的免使用费且非独占的使用许可(包括再许可权利)来使用报告, 但须以遵守第 9.2 条及本第 9.3 条的规定为前提。

- 9.4 All Intellectual Property Rights in all service mark(s), trade mark(s), certification mark(s) and other names and logos owned by the Company shall remain the property of the Company and cannot be sold or licensed by the Customer.

公司拥有的所有服务标识、商标、认证标识及其它名称和标志有关的一切知识产权仍属于公司所有的财产, 客户不可进行出售或授权许可。

- 9.5 When certification is granted the Company shall award a licence to the Customer to use the Company's certification mark(s) and logos for the certification validity period, subject to the applicable terms of use (as amended from time to time) which are issued with every certification and are available on request.

当授予认证证书时, 公司将向客户授予一项使用许可可在认证有效期内使用公司的认证标识和标志, 但须遵守与每项认证一起出具的并且在要求下可以提供的使用相关条款(及其不时之修订)。

- 9.6 The Customer shall indemnify the Company against all losses to which the Company may become liable as a result of a claim that the use of any data, equipment or other materials supplied by the Customer for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.

对于公司由于为履行服务而使用客户提供任何数据、设备或其它材料涉及侵犯任何第三方的知识产权的权利主张而承担的所有损失赔偿责任, 客户应对公司进行赔偿。

- 9.7 Except for the rights to use set forth in condition 10, this Contract does not grant and shall not be construed as granting, any rights to either party to any name or mark of the other party. Neither party is granted any right to the other party's name in connection with any publication and may not give any press release or make any other public announcement regarding this Contract, the Services or any transaction between the parties without the express prior written consent of the other party.

除本 10 条中规定的使用权利外, 本合同不授予、也不得被解释为授予任何一方使用对方的任何名称或商标的权利。双方均没有授予对方在任何出版物中使用对方名称的权利, 并且未经对方事先书面同意, 任何一方均不得作出任何关于本合同、服务或双方之间的任何交易的新闻发布或其它公开声明。

10. Use of Reports

报告的使用

- 10.1 The Reports constitute confidential information that is to be protected and shall be used solely to:

报告构成受保护的保密信息, 仅可用于以下用途:

- 10.1.1 assist the Customer in completing its internal requirements and the Company in performing Services for the Customer;

为客户完成其内部要求以及公司为客户履行服务而提供协助;

- 10.1.2 comply with the Customer's customer and other third party requirements for the delivery and use of the data recited in the Reports;

符合报告中所引用的客户的顾客及其他第三方的交付要求和数据使用要求;

- 10.1.3 present or respond on a claim in a court of law (provided that, where this is the purpose for which the Report is instructed this has been agreed with the Company in advance of the Report being instructed); or

就某项诉讼请求而向法院进行递交或答复(但前提是, 如果这是报告所指示的用途, 则在对报告作出如此指示之前已经事先与公司约定该等用途);

- 10.1.4 present or respond as required by law or any regulatory body.

根据法律要求或任何监管部门的要求予以递交或答复。

- 10.2 The Customer hereby undertakes that it shall not:

客户特此承诺:

- 10.2.1 except as set out in sub-condition 10.1, disclose a Report (or information contained within a Report) to any third party without the prior written consent of the Company;

除第 10.1 条中有规定的之外, 未经公司事先书面同意, 客户不得向任何第三方披露报告(或报告中所载的信息);

- 10.2.2 replicate or present a Report except in full as delivered by the Company without the prior written consent of the Company; or

未经公司事先书面同意, 客户不得复制或递交报告, 除非按公司所交付的全文进行复制或递交;

- 10.2.3 use a Report, or any portion thereof, in any manner that might reflect unfavorably upon the Company or its group, or which might be, or might include statements, interpretations or comments that could be, misleading or false.

客户不得以对公司或其所属集团不利的方式使用报告或其任何部分, 也不得采用可能属于或包含误导或虚假的陈述、解释或评论的方式使用报告或其任何部分。

11. Premises

场所

The Company's premises (the "Premises") are a designated security area and:

公司的场所(以下简称“场所”)为指定的安全区域, 并且:

- 11.1.1 the Company reserves the right to refuse admission to the premises;

公司有权拒绝任何人进入场所;

- 11.1.2 unless otherwise agreed in advance by the Company, one visitor per Customer may be admitted on request to witness the Services carried out for that Customer; and

除非经公司事先同意, 在提出请求后每位客户可以有一名来访人员到场见证为该客户执行的服务; 及

- 11.1.3 visitors to the Premises shall conform to the Company's regulations and procedures.

场所的来访人员应遵守公司的规章制度。

- 11.2 Where any aspect of the Service is undertaken on premises not occupied by the Company or under its direct control, the Customer must ensure that all necessary safety measures are in place to comply with all applicable health and safety regulations, and save as otherwise agreed in writing between the parties or where identification of asbestos is part of the scope of the Services to be provided by the Company to the Customer, the Customer must ensure all asbestos has been removed and/or is safely contained in every area to be visited by the Company's personnel during the visit to said premises.

如有任何服务在公司不占有或不在公司直接控制下的场所进行的, 客户必须确保一切必要的安全措施到位, 以遵守所有适用的卫生和安全法规, 并且除双方之间另有书面同意外或者除非鉴定石棉属于由公司向客户提供的服务范围内内容, 客户必须确保在造访该场地期间, 在凡是由公司的工作人员所访问的每个区域内所有石棉均被去除且(或)控制在安全范围内。

- 11.3 In addition to any specific Customer obligations set out in the Quotation and the provisions of sub-condition 11.2, where Services are provided at the premises of the Customer, the Customer shall: (i) provide the Company with necessary access to any Customer premises; (ii) ensure that any premises provided by the Customer for the provision of any part of the Service is suitable for that purpose; (iii) provide all usual auxiliary and operating materials (including gas, water, electricity, lighting etc.) relevant to any Customer supplied premises; and (iv) provide the Company with any permits required for the performance of the Service.

除了报价单中规定的客户具体义务以及第 11.2 条的规定之外, 如果在客户的场地提供服务, 客户还应: (i) 向公司提供进出客户场地所需方便; (ii) 确保客户为履行任何部分的服务而提供的场地适于该用途; (iii) 提供客户所提供的场地相关的所有通常的辅助和运行物资(包括燃气、水电、灯光照明等); 且(iv) 向公司提供履行服务所需的任何许可。

12. Court and Other Proceedings

司法和其它程序

- 12.1 In the event that the Customer requires the Company to present the results or findings of Services carried out by the Company in witness statements, court hearings or other legal proceedings, the Customer shall pay to the Company such costs and fees for such presentations and the preparation thereof as the Company may charge to customers generally from time to time for such services and the Customer shall be liable for such costs in addition to the Consideration.

如果客户要求公司在证人陈述、法庭聆讯或其它法律程序中递交公司所执行的服务的结果或发现, 客户应向公司支付公司就该等服务而通常向其客户所收取的该等递交工作及准备工作的费用和收费, 而且除了对价之外, 客户还须承担该等费用。

- 12.2 In the event that the Company is required by a party other than the Customer to present the results or findings of Services carried out by the Company for the Customer in any legal proceedings relating to the Customer, the Customer shall pay all costs and fees arising from any services which the Company is required to do as a result, including the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding Consideration under the Contract and whether or not the Company has closed the Customer's file in respect of the matter.

如有除客户外的其他当事方要求公司在任何与客户相关的法律程序中递交公司为客户所执行的服务的结果或发现, 客户应支付公司因该等所要求的服务而产生的所有费用和收费, 包括任何证人陈述及准备和出席任何法庭聆讯。客户应支付所有该等费用, 无论客户是否已付清合同项下所有应付未付的对价, 也无无论公司是否已关闭了客户就此事项的档案。

- 12.3 If any aspect or element of the Services (including any Sample) is, or is likely to be, the subject of or relevant to legal proceedings, this fact

must be notified to the Company in writing before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

服务如有任何内容或元素（包括任何样品）属于或可能属于法律程序的标的或与法律程序相关，该事实必须在执行服务之前以书面形式告知公司。如在该阶段未向公司披露这一事实的，公司可以完全自行决定不准备提供专家证言。

12.4 This condition 12 shall survive termination of the Contract.

本第 12 条在合同终止后继续有效。

13. Termination

终止

For the purposes of this condition 13, "Sanctions Rules" shall mean any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the European Union, the United Kingdom, the United States, the People's Republic of China and the United Nations.

本第 13 条中，所谓“制裁规则”是指不时生效的任何适用的贸易或经济制裁、出口管制、禁运或类似法律、法规、规章、措施、限制、受限方或指定方名单、许可证、命令或要求，包括但不限于欧盟、英国、美国、中国和联合国的该等规定。

13.1 If the Customer becomes subject to any of the events listed in sub-condition 13.2, the Company may terminate the Contract with immediate effect by giving written notice to the Customer.

客户如遇第 13.2 条所列出的任何一种情形的，公司可经书面通知客户而立即终止合同。

13.2 For the purposes of sub-condition 13.1, the relevant events are:

第 13.1 条中所述有关情形如下：

13.2.1 if the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedy within the period specified in the said notice;

客户违反合同的任何条款或与公司签订的任何其它合同的条款，且不能予以补救的，或者如能够补救，但客户未在公司发出的要求补救的书面通知中规定的期限内按照该书面通知的要求予以补救的；

13.2.2 if the Customer fails to make payment of the Consideration within the specified time;

客户未能在规定时间内支付对价的；

13.2.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of the Enterprise Bankruptcy Law of the People's Republic of China;

客户与其债权人做出任何自愿安排，或受监管令约束，或破产（客户如为自然人或商行的），或进入清算（客户如为企业的）（但为合并或重组目的的除外），或不再或暂停偿还其任何债务，或符合中华人民共和国《企业破产法》相关定义的无力偿还其到期债务；

13.2.4 an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer;

某项权利人占有客户的任何财产或资产，或者客户的任何财产或资产被指定接管人或管理人；

13.2.5 the Customer ceases, or threatens to cease, to carry on business;

客户停止或可能停止开展业务；

13.2.6 the Company reasonably apprehends that any of the events mentioned at sub-conditions 13.2.1 to 13.2.5 above is about to occur in relation to the Customer and notifies the Customer accordingly; and

公司合理认为客户将要发生上文第 13.2.1 条至第 13.2.5 条中所述任何一种情形，并且相应通知客户的；

13.2.7 if the Company reasonably apprehends that providing the Services or dealing with the Customer would be in breach of Sanctions Rules, the Customer fails to satisfy due diligence requests made by the Company in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Customer does anything which is in breach of, or would cause the Company to be in breach of, Sanctions Rules.

如果公司合理认为提供服务或与客户进行交易将会违反制裁规则，客户未能满足公司因遵守制裁规则或其它有关法律法规而进行的

尽职调查要求，或者客户有任何违反制裁规则的行为或会导致公司违反制裁规则的行为。

13.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all indebtedness to the Company with applicable interest.

合同因任何原因终止后，客户应立即向公司支付对公司所欠的所有债务及相关利息。

13.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

无论因何原因合同终止的，不得影响任何一方在终止之时已发生的权利、救济、义务和责任。

13.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

凡是明示或默示在合同终止后继续有效的条款应继续完全有效。

14. Force Majeure

不可抗力

The parties shall not be liable to perform any obligation under the Contract if inability to perform is caused directly or indirectly by any act of God, flood, war, riot, accident, terrorism, explosion, strike or labour dispute, compliance with any law, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control, provided that this condition 14 shall not apply to any obligation to make any payments due to the Company under the Contract.

如因任何自然行为、战争、暴动、意外事故、恐怖主义、爆炸、罢工或劳资纠纷、法律合规、物料或服务分包商或供应商延误或违约、存在任何使得履约在商业上不可行的情形、或任何其它不在一方合理控制下的事由，而直接或间接造成无法履约的，双方不承担履行合同项下任何义务的责任，但是本第 14 条不适用于支付合同项下对公司应付的任何款项的义务。

15. Waiver of Compliance

违约弃权

Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

任何一方如对另一方违反本条款的任何规定弃权的，不得视为对以后守约的弃权，而该等规定仍继续完全有效。

16. Entire Agreement

全部协议

16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

合同构成双方之间的全部协议，并取代双方此前所有关于合同标的的书面或口头的协议、允诺、保障、保证、声明和约定。

16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

每一方均同意，对于合同中没有规定的任何陈述、声明、保障或保证（无论是因无心或疏忽而作出的），其均不享有任何救济。每一方同意，对于基于合同中的任何陈述作出的无心或疏忽的不实陈述或疏忽的错误陈述，其均不享有任何权利请求。

17. Severability

部分有效

If any provision or remedy herein provided for be invalid or unenforceable or unlawful under any applicable law in whole or in part, it shall be deemed to be amended in so far as it is possible to do so in order to make it enforceable whilst retaining its purpose or severed from the Contract if it is not possible to do so and the remaining provisions of these Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent hereof. In the Company's sole discretion it may terminate the Contract by not less than seven (7) days' written notice to the Customer in the event that it considers that such deletion will have a materially adverse effect on its rights under the Contract.

依据任何相关法律，本条款如有任何规定或救济为全部或部分无效、不可执行或非合法的，该等规定应视为进行修订以便尽可能使其在保留其目的的情况下可以执行，或者如果无法如此进行修订的，应从合同中予以删除，而本条款的其余规定（包括其余的违约救济）均按照本条款的意图有效。公司如认为该等删除会给予其在合同项下的权利造成重大不利影响的，公司可经至少提前七（7）天书面通知客户而自行单方面终止合同。

18. No Partnership or Agency

非合伙或代理关系

- 18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
合同中无任何内容旨在、或可视为在双方之间建立任何合伙或合营关系、使任何一方成为另一方的代理、或授权任何一方为或代表另一方作出或订立任何承诺。
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
双方均确认其代表己方行事，而不是为任何他人的利益行事。
- 19. Third Parties**
第三方
A person who is not a party to the Contract shall not have any rights under the Contract Law and any applicable law of People's Republic of China to enforce any term of the Contract.
并非合同签约方的任何人均不享有中华人民共和国《合同法》及其他适用法律项下的任何权利来强制执行合同的任何条款。
- 20. Data Protection**
数据保护
- 20.1 The Customer shall comply with the provisions and obligations imposed by the Cyber Security Law of the People's Republic of China and all other applicable laws and obtain all necessary authorizations and consents for lawful processing, prior to passing any personal data including all sensitive personal data of any natural person, to the Company. Such authorizations/consents shall also include specific authorization for the Company to, in the normal course of its business, make worldwide transfers of personal data or sensitive personal data on its corporate systems, to other entities, agents or subcontractors in the same group of companies, or to other relevant business partners who may have incidental access to personal data or sensitive personal data.
客户应当遵守中华人民共和国《网络安全法》及其他一切适用的法律规定的规定和义务，并且在向公司传输任何包括所有任何自然人的敏感个人数据在内的个人数据之前，应当获得所有合法处理所需的授权和同意。该等授权 / 同意也应包括对公司在正常业务过程中在其公司系统内向其其他在公司同一集团内的实体、代理人或分包商或其他可能偶然访问个人数据或个人敏感数据的相关商业合作伙伴进行全球传输个人数据或个人敏感数据的具体授权。
- 20.2 To the extent Company processes personal data or sensitive personal data for Customer under or in connection with the Contract, the Company shall ensure compliance with the Cyber Security Law of the People's Republic of China and all other applicable laws
在公司根据或就合同为客户处理个人数据或个人敏感数据的范围内，公司应当确保遵守中华人民共和国《网络安全法》及其他一切适用的法律。
- 20.3 The Company shall not be liable for any claim brought by Customer or a data subject arising from any action or omission by the Company to the extent that such action or omission resulted from compliance by the Company with Customer's instructions
公司因遵照客户指示而导致的公司的作为或不作为，在此作为或不作为的范围内，公司对客户或数据主体就该等作为或不作为提出的主张不承担责任。
- 21. Sub-contracting**
分包
- 21.1 Unless otherwise restricted by the terms of the Contract and/or obligations under any accreditation or governing approval, the Company shall be entitled, in its absolute discretion, to sub-contract the whole of or any part of the Service.
除非合同的条款及（或）任何认证机构或管理部门的批准项下的义务另有限制，公司有权完全自行将服务的全部或任何部分进行分包。
- 21.2 The Company may assign, delegate, license or hold on trust, all or any part of its rights or obligations under the Contract.
公司可以全部或部分转让、指派、许可使用或委托持有其在合同项下的权利义务。
- 21.3 The Contract is personal to the Customer which may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.
合同对于客户具有个人意义，未经公司首先书面同意，客户不得转让、指派、许可使用、委托持有或分包其在合同项下的全部或任何权利义务。
- 22. Confidentiality**
保密
For the purposes of this condition 22, "**Confidential Information**" shall mean all information which a party may have or acquire before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.
- 本第 22 条中，所谓“**保密信息**”是指一方在合同签署日之前或之后拥有或取得的所有与一方的业务、产品、研发、商业秘密、专有技术或服务相关的其它事项有关的信息、以及关于一方与实际或潜在客户、顾客或供应商的关系的信息、以及所有其它指定为保密或有合理理由应当视为保密的信息。
- 22.1 Each party (the "**Recipient**") shall keep all Confidential Information of the other party (the "**Disclosing Party**") in the strictest confidence. Save for the purposes of fulfilling its obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.
每一方（以下简称“**接收方**”）应对另一方（以下简称“**披露方**”）的所有保密信息予以严格保密。除履行其在合同项下义务的用途之外，接收方未经披露方事先书面同意，不得披露、泄露或允许他人接触其所收到的保密信息，也不得允许其任何员工、代理或管理人员披露、泄露或允许他人接触该等保密信息。
- 22.2 Notwithstanding condition 22.1, a Recipient may disclose Confidential Information which it has received if:
即使有第 22.1 条的规定，但符合下列情形的，接收方可以披露其所收到的保密信息：
- 22.2.1 it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but then only to the extent it is strictly required to do so);
任何政府机关、当地政府或监管部门、任何认证机构或法律要求接收方必须披露的（但仅限于严格要求披露的部分）；
- 22.2.2 it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;
仅为获取合同相关的专业意见而有严格要求必要的；
- 22.2.3 it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or
接收方在披露方进行披露之前已知的信息（并且接收方可以凭文件证据予以证明的）；或
- 22.2.4 it is information which subsequently becomes public knowledge other than by breach of the Contract by the Recipient.
并非因接收方违反合同而随后被公开的信息。
- 22.3 In the event of an information request being made to a Recipient pursuant to any Freedom of Information legislation or the Environmental Information Regulations 2004 in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.
如果根据任何有关信息自由的法律或英国《2004 年环境信息条例》，向接收方提出有关保密信息的信息提供要求，则接收方应通知披露方，并在对所要求提供的信息是否能够获得披露豁免进行分析之前，不得披露信息。
- 22.4 The obligations of the parties under this condition 22 shall continue to apply without limit of time.
双方在本第 22 条项下的义务应继续适用，而无时间限制。
- 23. Export Control Licence**
出口管制许可
For the purposes of this condition 23, "**Export Control Licence**" shall mean any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any United Kingdom or foreign authority which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or Intellectual Property Rights.
本第 23 条中，所谓“**出口管制许可**”是指为有权营销、进口、出口、转出口产品和（或）提供服务和（或）转让技术和（或）知识产权而需取得的，由英国或外国当局直接或间接签发的任何公共或政府执照、批准、许可或类似证照（无论是临时或永久的）。
- 23.1 The Company's performance of its obligations under this Contract may, wholly or partly, be subject to Export Control Licences. If any such Export Control Licence requires signed end user certificates or any other United Kingdom or foreign governmental or court approvals or consents the parties agree to assist each other in completing the relevant end user certificates or other such approvals or consents and the Customer undertake to conform to and apply the terms of such end user certificates, Export Control Licences or restrictions.
公司履行其在本合同项下的义务可能全部或部分受出口管制许可的约束。如果该等出口管制许可要求经签署的最终用户证明，或者英国或外国的任何其它政府或法院批准或同意，双方同意相互予以协助，完成有关的最终用户证明或该等其它批准或同意，并且客户承诺遵守并适用该等最终用户证明、出口管制许可或限制的条款。

23.2 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company carrying out any Service, of any applicable import or export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is banned from such transaction.

客户声明并保证, 在公司执行任何服务之前, 客户应以书面形式告知公司适用于所提供的服务的任何相关进出口限制, 包括向或从禁止从事该等交易的国家出口或进口任何产品、信息或技术的情形。

23.3 The Company shall make reasonable efforts to obtain the necessary Export Control Licences, but the parties acknowledge that the issuance of Export Control Licences is at the sole discretion of the relevant authorities. If any necessary Export Control Licence are delayed, denied or revoked, the Company shall notify the Customer thereof in writing as soon as reasonably practicable, and the Company shall be entitled to a corresponding extension of the time for provision of the Services, and, in case any necessary Export Control Licence are denied or revoked, terminate the Contract, wholly or partly, without liability in relation to the Customer.

虽然公司应尽力到合理努力来取得必要的出口管制许可, 但是双方确认, 出口管制许可的签发属于相关政府部门的自由裁量权范畴。如有任何必要的出口管制许可延迟签发、不予签发或被撤销的, 公司应尽合理可能尽快书面通知客户, 而且公司有权相应延期提供服务的时间, 并且如有任何必要的出口管制许可不予签发或被撤销的, 公司有权全部或部分终止合同, 且不对客户承担责任。

23.4 Should the Services or any product of the Company be subject to any Export Control Licences or any other United Kingdom or foreign governmental or court restrictions, the Customer undertakes to conform to and apply the from time to time valid terms of such Export Control Licences or restrictions.

公司的服务或任何服务如受任何出口管制许可或英国或外国的其它政府或法院限制的约束, 客户承诺遵守并适用该等出口管制许可或限制的有效条款。

24. Anti-Corruption 反腐

24.1 The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("Anti-Corruption Laws") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any of the Anti-Corruption Laws. The Customer shall:

客户承诺遵守所有反贿赂、反腐败相关法律、法规、规章和规范 (以下简称“**反腐法律**”), 客户承诺其不得有任何会导致公司违反任何反腐法律的作为或不作为。客户应当:

24.1.1 comply with the Company's Anti-corruption policies as may be notified by the Company to the Customer and updated from time to time ("**Relevant Policies**");

遵守公司向客户告知的且不时予以更新的公司的反腐规定 (以下简称“**相关规章制度**”);

24.1.2 promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Contract; 及时向公司报告客户在合同履行过程中收到的有关任何不正当的经济上的或其它好处的请求或要求;

24.1.3 promptly notify the Company (in writing) if a foreign public official becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer (and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract);

如有外国官员成为客户的管理人员或员工, 或者取得客户的直接或间接权益, 及时以书面形式通知公司 (并且客户保证在本合同签署日客户的直接或间接所有权人、管理人员及员工均不是外国官员)。

25. Notices 通知

All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address, if applicable, or if not applicable the last known address of the other party.

凡是一方向另一方发出的通知均须采用书面形式, 在下列情形下视为正式送达: 专人递送的, 当面送到时; 以邮资预付的一等邮件或航空邮件向注册地址 (若适用, 如不适用, 则为另一方最后的已知地址) 邮寄的, 投递后四十八小时。

26. No Waiver 非弃权

No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise

preclude any further exercise of the same or of some other right, power or remedy.

公司如不行使或延迟行使任何权利、权力或救济的, 不得构成其对该等权利、权力或救济的弃权, 部分行使任何权利、权力或救济的, 也不得阻止再行使该等权利、权力或救济或行使其它权利、权力或救济。

27. Governing Law 适用法律

27.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed under the laws of People's Republic of China.

合同及因合同或其标的或成立而引起或与之相关的任何争议或索赔 (包括非合约争议或索赔) 适用中华人民共和国法律并据其进行解释。

27.2 Each party irrevocably agrees that the courts of People's Republic of China shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

每一方均不可撤销地同意, 中华人民共和国的法院对因合同或其标的或成立而引起或与之相关的任何争议或索赔 (包括非合约争议或索赔) 的解决拥有专属管辖权。