

<p>§ 1 / Area of validity</p> <p>1. These terms and conditions are valid between Hangzhou DEKRA Certification Co., Ltd. ('DEKRA HANGZHOU') and its clients. Contradictory or deviating conditions of the client shall be invalid unless they are confirmed expressly in writing by DEKRA HANGZHOU. Unless otherwise provided, these terms and conditions shall apply to follow-up orders and ongoing business relationships in the version in force at the time of the original order and/or the signing of the contract.</p> <p>2. DEKRA HANGZHOU shall provide its services exclusively to the client as agreed upon. Third parties may only be included in the scope of coverage/services if this is agreed upon expressly in the contract.</p>	<p>§ 1.适用范围</p> <p>1. 本条款和条件适用于杭州德凯认证有限公司（“DEKRA HANGZHOU”）和客户之间。除非获得 DEKRA HANGZHOU 的书面确认，若客户的条件与此对立或有差异则不能被认可。除非另有规定，本条款和条件应适用于后续订单以及当时生效版本时持续的商业关系中的原始订单或签署的合同。</p> <p>2. DEKRA HANGZHOU 应按照双方同意独自向客户提供服务。只有在合同明确约定的情况下，第三方才可以参与提供服务。</p>
<p>§ 2 / Client obligations</p> <p>In the event that an agreed date for the execution of the order needs to be delayed for a reason for which the client is responsible, DEKRA HANGZHOU shall be entitled to reasonable compensation. The amount of compensation is calculated as the value of the order (in relation to the relevant date) minus the expenses saved, and which shall be due as follows:</p> <ul style="list-style-type: none">- If the date of cancellation takes place at least 14 calendar days before the date agreed upon, 20 percent of the order value minus the expenses saved shall be charged.- If the date of cancellation takes place at least 5 calendar days before the date agreed upon, 50 percent of the order value minus the expenses saved shall be charged.- If the date of cancellation takes place in less than 5 calendar days before the date agreed upon, the full order value minus the expenses saved shall be charged. <p>In each of the cases above-mentioned, the client may prove that damage did not occur or was less than charged.</p>	<p>§ 2.客户义务</p> <p>若由于客户的责任，使得订单不能在约定的日期内完成，则 DEKRA HANGZHOU 保留对其导致的损失合理索赔的权利。赔偿金额按照订单价值减去未用开销（与订单日期相关）进行计算并且按照如下方式支付：</p> <ul style="list-style-type: none">• 如果取消时间发生在约定的日期前 14 天或以上，客户须承担订单金额的 20%减去未用开销。• 如果取消时间发生在约定的日期前 5 天以上，客户须承担订单金额的 50%减去未用开销。• 如果取消时间发生在约定的日期前 5 天内，则客户须承担订单金额的全部减去未用开销。• <p>在以上每种情况下，客户可以证明损失并未发生或者少于其需要支付的费用。</p>
<p>§ 3 / Data use/protection</p> <p>DEKRA HANGZHOU shall save, process and use person-specific data from the client for the orderly fulfilment of the order. DEKRA HANGZHOU guarantees compliance with the requirements of the laws and regulations in relevance to national data protection.</p>	<p>§ 3. 信息数据使用和保护</p> <p>• 为了能够有序地完成订单，DEKRA HANGZHOU 将会对从客户处获得的有关特定人员的数据进行保存、处理并使用。DEKRA HANGZHOU 确保遵守国家信息安全相关法律法规的要求。</p>
<p>§ 4 / Payment conditions</p> <p>1. Unless otherwise agreed upon, the remuneration due is understood to be the net amount due plus the statutory value-added tax then valid.</p>	<p>§ 4.付款条件</p> <p>1. 除非另有约定，报价为应支付的净额加上法定增值税。</p>

<p>2. Remuneration should be regulated in the offer or the order confirmation. In the absence of this, the relevant valid DEKRA HANGZHOU price list shall apply, insofar as this is known or should be known to the client, otherwise the standard remuneration is considered accepted by the client.</p> <p>3. Invoices shall be immediately due upon receipt by the party liable.</p> <p>4. The client's right to offset non-synallagmatic (mutual) counterclaims is precluded unless the counterclaim is undisputed or recognised by declaratory judgement in a court order. The same shall apply to the retention by the client of all or some of the amount due in relation to the payable remuneration.</p> <p>5. DEKRA HANGZHOU is entitled to demand advance payment against the provision of security in a corresponding amount. Progress payments may be demanded for the parts performed completely.</p>	<p>2. 报价应在通知书或者订单确认中予以规定。如果没有以上两者，则 DEKRA HANGZHOU 相关的有效的价格表被视为有效，在此种情况下，这些价格已经或者应该被客户知晓，否则标准报价视为被客户接受。</p> <p>3. 负有付款义务的一方应在收到发票后立即付款。</p> <p>4. 除非反诉请求是无可争辩的或者被法院确认判决所认可的，排除客户抵消对双方不具有约束力的（相互的）反诉请求的权利。这同样适用于客户扣留与应付报酬有关的全部或者部分应付款。</p> <p>5. DEKRA HANGZHOU 有权要求支付一定金额的预付款作为担保，也可以要求对已经完成的部分分期付款。</p>
<p>§ 5 / Termination of the contract</p> <p>1. The contract may be terminated by either party at any time, in written form and for good cause. In particular, DEKRA HANGZHOU shall be entitled to withdraw from the contract if</p> <ul style="list-style-type: none">- Proper execution thereof is prevented for more than a total of three months on grounds for which DEKRA HANGZHOU is not responsible.- The client unlawful attempts to falsify or influence the result of the order.- Insolvency proceedings are opened on the client's assets or if the same are rejected due to lack of assets.- The client has not paid an invoice due within a reasonable period of time despite a demand to pay.- On other grounds agreed upon in the contract. <p>2. If the contract is terminated for good cause on grounds for which DEKRA HANGZHOU is not responsible, DEKRA HANGZHOU shall retain the claim for remuneration equivalent to the payment due for the execution of the contractual service until the next date on which the contract could have been duly terminated. Taking into account any saved costs, the remuneration shall be 15% of the remuneration for the services</p>	<p>§ 5.终止合同</p> <p>1. 任何一方均可以在任何时候以书面形式并且出于正当理由终止合同。特别是，在下列情况下，DEKRA HANGZHOU 应有权终止合同：</p> <ul style="list-style-type: none">• 非因 DEKRA HANGZHOU 原因，累计超出 3 个月无法正常执行合同。• 客户试图非法伪造或者影响订单结果。• 由于客户破产或者同样出于缺乏资金的原因而终止订单。• 在发出付款请求的情况下，客户依旧没有在合理期限内支付应付款项。• 合同中约定的其它条件 <p>2. 如果合同因合理原因而终止，并且该等原因并非出于 DEKRA HANGZHOU 的过错，则 DEKRA HANGZHOU 仍然有权请求支付赔偿，赔偿相当于于实际执行服务直至合同正式终止所产生的应付账款。考虑到未用成本，赔偿将会是因正当理由导致合同终止而 DEKRA HANGZHOU 未提供服务报酬的 15%，除非客户能够证明已提供的工作量较少或者有更高的成本节省量。</p>

<p>which DEKRA HANGZHOU could not provide due to the termination of the contract on good grounds, unless the client can prove lesser contractual work or higher savings. 3. DEKRA HANGZHOU may refuse to provide further services in the cases mentioned in § 5.1.</p>	<p>3. 在上述 5.1 条的情况下, DEKRA HANGZHOU 也可拒绝提供进一步的服务。</p>
<p>§ 6 / Warranty 1. The warranty period shall end one year after the onset of the statutory period of limitations except if DEKRA HANGZHOU has maliciously concealed the defects. 2. Any performance by DEKRA HANGZHOU capable of acceptance shall be deemed to be accepted at the latest upon the unconditional payment of the final invoice. Partial acceptances can be demanded for distinct partial services. These shall be considered as services provided at the latest with the payment of the partial invoices that include such partial services.</p>	<p>§ 6.保证 1. 除 DEKRA HANGZHOU 恶意隐瞒缺陷的情况外, 保证期应在法定时效期限开始后一年后结束。 2. 任何 DEKRA HANGZHOU 的能够被接受的服务, 最迟在无条件支付最终发票时均应被视为接受。对于不同的部分服务可以要求部分接受。这些应最迟在支付包含此部分服务的发票时视为接受。</p>
<p>§ 7 / Liability 1. DEKRA HANGZHOU shall be liable without limitation for damage caused by injury to life, body or health, for claims relating to the law on product liability and guarantees issued or other damage caused by its intentional or grossly negligent violation of its obligation under the contract. 2. In all other cases DEKRA HANGZHOU shall be liable as follows: - Liability for slight negligence is precluded in so far as no obligation has been violated which makes the proper execution of the contract possible and on which fulfillment the contractual partner could rely on in general; - Otherwise the liability is limited to a maximum of 2 times of the amount of contract for specific service. 3. In so far as claims for damages against DEKRA HANGZHOU are excluded or limited, this also applies in regard to personal liability of DEKRA HANGZHOU employees. 4. Claims for damages under § 7 item 1 shall lapse by limitation in accordance with the statutory provisions. Compensation claims in accordance with § 7 item 2 shall lapse by limitation one year after the onset of the statutory period of limitations. 5. These limitations in liability shall also apply when the liability is incurred against a person</p>	<p>§ 7.责任 1. 针对与产品责任和保证有关的索赔, 或者由于其故意或疏忽违反合同项下义务而造成的损失, DEKRA HANGZHOU 须对其造成的生命、身体或者健康损害承担全部责任。 2. 在其它任何情况下, DEKRA HANGZHOU 将承担以下责任: - 在没有违反义务, 使合同可能正常执行, 而且一般合同合作方能够对此信赖, 则轻微疏忽导致的责任将被排除。 - 否则, 赔偿责任以具体服务合同金额的 2 倍为限。 3. 针对 DEKRA HANGZHOU 的索赔被免除或被限制, 这也将同样适用于 DEKRA HANGZHOU 员工的个人责任。 4. 第 7.1 条对应的损害索赔应受限于法规的要求。根据第 7.2 条提出的损害索赔在法定时效期限开始后一年失效。 5. 当责任针对的是个人而非客户时, 责任限制应同样适用。如果合同服务涉及到第三方, 客户有义务在接受服务之前通知前述第三方此责任限制和具体的服务范围。</p>

<p>other than the client. If third parties are included in the coverage of the contractual service, the client is obligated to inform the aforementioned third party of the limitations of liability and the exact scope of the service before availing of the service.</p>	
<p>§ 8 / Final provisions</p> <p>1. The contract and any modifications, additions and/or subsidiary agreements of any kind thereto must be produced in written form if no stricter form is required by law. The formal requirements shall also apply to changes to or the cancellation of this provision on form.</p> <p>2. The sole court of jurisdiction for any dispute arising from or connected with the contractual relationship is where DEKRA HANGZHOU locates whenever the prerequisites stated in relevant Chinese laws and regulations are given. The place of fulfillment for all obligations arising from this contract is Hangzhou, the location of DEKRA HANGZHOU insofar as the prerequisites in relevant laws are given.</p> <p>3. DEKRA will not participate in any dispute settlement proceedings before a consumer arbitration board.</p> <p>4. The contractual relationship shall be governed exclusively by the substantive law of People's Republic of China. The UN Sales Convention and reference standards to other jurisdictions do not apply.</p> <p>5. A provision found to be or which becomes invalid or inconsistent with the other provisions in these terms and conditions shall not affect the validity of the remaining provisions. In this case the client and DEKRA HANGZHOU undertake to strive to agree to a replacement regulation to achieve the intended purpose of the contract.</p>	<p>§ 8.最终条款</p> <p>1.合同及其任何修改，补充和/或附属协议如果没有更严格的形式要求，必须以书面形式表示。正式要求也适用于此形式条款的变更或取消。</p> <p>2. 无论在中国法律法规已给出的先决条件为何，任何由合同关系产生或与之相关争议的唯一管辖法院是 DEKRA HANGZHOU 所在地法院。 合同项下产生的所有义务的履行地是 DEKRA HANGZHOU 所在地-杭州，在相关法律规定的前提条件范围内。</p> <p>3. DEKRA 将不会参加任何争议解决程序消费仲裁委员会。</p> <p>4. 合同关系仅受中华人民共和国现存法律所约束。《联合国国际货物销售合同公约》和其他司法管辖机构的参考标准并不适用。</p> <p>5.合同中某一条款被发现或变为无效或与本条款和条件中的其它规定不一致时，并不影响其余条款的有效性。在这种情况下，客户和 DEKRA HANGZHOU 共同努力对合同条款进行修改以达到合同的预期目的。</p>
<p>Hangzhou, July 2019</p>	<p>杭州 2019 年 7 月</p>