



HANGZHOU JIANCHUANG TEST SERVICES TERMS AND CONDITIONS OF BUSINESS

杭州检创检测商业条款

- ensure that instructions to the Company are given in due time and are accompanied by sufficient information to enable the required services to be performed effectively. inform the Company in advance of any known hazards or dangers, actual or potential, associated with any request for the provision of services by the Company including but not limited to the presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons.

(委托方)确保在合理的时间,向本公司发出指令,并且同时提供足够的信息,以便能够有效的履行所要求的服务.在要求本公司提供服务之前,应该预先将任何已知的实际或潜在的危險通知本公司,此类危險包括但不限于:放射 性危險、有毒或爆炸性元素或材料,环境污染或毒害物质.
- The Principal will punctually pay the Company immediately upon presentation of the relevant invoice or within such other period as may have been agreed in writing by the Company all charges rendered by the Company, failing which interest will become due at the rate of 1.5 per cent per month from the date of invoice until payment. The Principal further agrees and undertakes to reimburse the Company all disbursements reasonably incurred in connection with the provision of its services. In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business or failure of the Principal to pay part or all of any sums owing to the Company, the Company shall be entitled to suspend all further performance of its services and withhold the issue of any test report, survey, certificate of inspection or other material requested forthwith and without liability until payment of all sums owing to the Company together with interest thereon is made. In the event that any unforeseen additional time or costs are incurred in the course of carrying out any of its services the Company shall be entitled to render additional charges as shall reasonably reflect such additional time and costs incurred.

委托方应在本公司递交相关发票时或在书面约定的其它期限内,按期向本公司支付全部费用,否则,自发票日期至实际付款期间,将按1.5%的月利率来计算违约金.委托人还同意和承诺偿付本公司有关本公司提供服务合理发生的一切开支.如果委托方发生如下情况:与债权人达成任何暂停付款安排、破产、无偿债能力、财务清算或停止营业,或者没有向本公司支付任何款项的一部分或全部,那么,本公司有权立即暂停履行所有服务,拒绝发出任何测试报告、测量 结果、检验证书或委托方请求提供的任何其它资料,并且本公司对此不承担任何责任,直至应付本公司的所有款项 及利息偿清为止.在进行任何服务的过程中,如果发生任何额外的工时或费用,那么,本公司应有权收取附加费用,以合理反映此类附加的工时和费用.
- The tester is the third party impartial and authoritative test organization with the qualification of independent juridical person, issue test report entirely based on the third party impartial ground and shall not be interfered and affected by any party. The tester should be responsible for the test results and make serious confidential promise for the client's technology information, commerce information concerning the test. The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the Principal to any agent or subcontractor.

承检方作为具有独立法人资格的第三方权威检测机构,所出具的检测报告完全基于其第三方公正立场,不受其它方面的干预和影响.承检方对检测结果负责,对涉及客户的技术秘密、商业秘密等均承诺予以严格保密.本公司有权自主决定将其与委托方签订的服务合同的全部或部分分包给任何代理或分包商.
- The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to five (5) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company which gives rise to such claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal. The Company shall be deemed by the Principal to have provided qualified services pursuant to the terms and conditions under this Conditions unless objection or suit is brought within three (3) months after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within three (3) months of the date when such service should have been completed.

对于因本公司的任何违约行为及/或任何没有采取合理技巧或注意的原因,而导致的任何形式或性质的相关损失、损坏或费用,本公司所承担的责任均不超出相应合同中规定的应付服务费与代理费的10倍的总金额.对于任何索赔,本公司均不承担任何间接损失或从属损失,其中包括利润损失及/或未来的业务损失及/或生产损失及/或委托方所签署的合同的取消.自本公司完成服务之日起的三(3)个月内,或者,对于任何宣称的未履行服务,自此类服务的规定完成日期起的三(3)个月内,如果委托方没有提起异议或索赔要求,则视为委托方已认可本公司已经按照本商业条款规定的条件提供了合格服务.
- The client shall notify the tester by advance in the contract if they have special requirements, including the requests for measurement uncertainty of test results. The client shall not make any illegal activity and make any correction and amendment of the test report .Tester will not liable for any responsibility caused by above actions and will reserve the right to the legal responsibility.

客户对检测报告有特殊要求,包括对检测结果有测量不确定度要求时,需在检测合同中声明.客户不得利用检测报告进行非法活动,不得私自涂改、变造报告形式和内容.对由上述行为而造成的一切后果承检方均不负任何法律责任,并保留追究相关方责任的权利.
- Reports, surveys or certificates issued following testing or analysis of samples contain the Company's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements in writing must be made in advance with the Company for the inspection and sampling of the bulk. In no circumstances shall the Company's responsibility extend beyond inspection, testing and reporting upon the samples actually drawn from the bulk and inspected, tested and surveyed by the Company and any inference to be drawn from the results of such inspection or survey or testing shall be entirely at the discretion and at the sole and exclusive responsibility of the Principal.

完成样品测试或分析后所发布的报告、勘察结果或证书,均只包含本公司对所取样品的具体意见,而不表示任何针对抽样总体发表的意见.如果要求对抽样总体出具意见,则必须针对抽样总体的检验和抽样,提前与本公司制定有关的书面安排.在任何情况下,本公司的责任均不超出其对实际抽取的、并进行了检验、测试和勘察的样品所完成的检验、测试和报告;根据此类检验或测试的结果所做出的任何推断均完全取决于委托方,并由委托方独自承担全部责任.
- The Company has a general and particular lien over all samples delivered to be tested for all claims and sums owing by the Principal to the Company under any contract whatsoever and in any other way whatsoever. During the currency of any such lien the Company is entitled to be paid reasonable storage charges for samples retained in the Company's custody

针对委托方在任何合同项下,或者以任何其它方式拖欠本公司的所有索赔额和款项,本公司有权对委托方交付进行测试的所有样品行使全部或特定的留置权.在实施任何此类留置期间,本公司有权就处于本公司监管之下的样品,收取合理的贮存费.
- Without prejudice to the Company's lien and other rights under Conditions 7. above, if test, inspection or survey of the goods takes place on the premises of the Company, the Company may give notice to the Principal that the goods (or any part thereof) are ready for collection and the Principal shall collect the same within ten (10) working days (Saturdays, Sundays and Public Holidays excepted). Upon the expiry of this period, if the goods are not collected by the Principal, at the sole discretion of the Company the goods may be deemed abandoned and/or destroyed.

如果货物的测试、检验和测量在本公司的驻地进行,那么,本公司可以在不影响上述第7.条中本公司的留置权和其它权利的条件下,通知委托方货物(或其一部分)已准备好、可以收回,而委托方应在十(10)个工作日(不含星期六、星期天和公共节假日)内收回相关货物.如果委托方在该期限届满之时仍未收回货物,那么,应视为本公司可以完全自主决定予以废弃及/或销毁.
- The Conditions is written in both Chinese and English. In the event of any inconsistency between the Chinese version and English version, the Chinese version shall prevail.

本条款以中、英文写就.若遇中文文本与英文文本有不一致之处,须以中文文本为准.