

## General Terms & Conditions

GT002, rev. 2

Document # F101-4

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### General Terms & Conditions 通用条款和条件

1. Unless otherwise specifically agreed in writing, all services performed and all obligations assumed by the Intertek Contracting Office (hereinafter referred to as "Intertek") are undertaken and the rates and charges of Intertek are based upon the following Terms and Conditions:

除另有书面规定的情况外，Intertek 合同办公室（后称“Intertek”）的所有服务提供及职责履行和 Intertek 的费率及费用都基于以下条款和条件：

2. Intertek warrants exclusively to the person or entity ordering services (hereinafter referred to as "Client") that its services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances. In the event of a breach of this warranty, Intertek will, at its own expense, perform services of the type originally performed as may be reasonably required to correct such defects. This warranty shall become null and void in the event Client's account becomes delinquent. All invoices are due and payable upon agreed payment terms, and the Client's account becomes delinquent if payment is made outside of these terms.

Intertek 仅向订购服务的个人或者实体（后称“客户”）保证其服务应与其他提供此类服务的公司在类似情况下提供的正常服务及技术水平保持一致。如有违反此保证，有理由需要纠正缺失的，Intertek 将依照原应有状态提供服务并承担相应费用。如存在客户账户欠费情况则此保证视作失效和无效。所有发票应按照约定的支付条件到期支付，若未按照约定条乱支付的，则该客户账户将处于欠费状态。

Intertek makes no other express warranties. Intertek excludes and disclaims all implied warranties including but not limited to any warranty of fitness for a particular purpose, warranty of merchantability, warranty of workmanlike performance and warranty of results.

Intertek 不作任何其他明示的担保。Intertek 不含并否认其他任何隐含的担保，其中包括但不限于为某项特殊目的适宜性做的担保、商品性能担保、技术性能保证和其他结果的担保。

3. Client's exclusive remedy for Intertek's breach of its obligations and the total liability of Intertek, its officers, employees, agents, representatives, contractors and subcontractors for any loss or damage claimed, either directly or indirectly, howsoever arising in contract, tort, or otherwise, in connection with the performance of the work, services or obligations involved shall be either ten times the fee paid or payable for the specific item of services giving rise to the stated loss or damages, or Fifteen Thousand American Dollars (\$15,000.00 USD) whichever is less, provided however that there shall be no liability in respect of any claims for indirect, incidental, punitive, special damages, or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts.

如有 Intertek 违背其义务，Intertek 公司、其管理人员、员工、代理、代表、合约方和分包方应负完全责任的与工作绩效、服务或义务相关的任何损失或损害索赔，无论是间接还是直接，无论是通过合同、侵权或其他法理提出的，应给予客户的整体补偿应该是该项服务项目造成所述损失或损害的已付或应付费用的十倍，或一万五千美金(\$15,000.00 USD) 这两者中的较低额，且不应再带有对任何间接的、附带的，惩罚性的，特殊损害的或者后果性的损失的索赔的责任，这些责任包括利润损失和/或未来商业损失和/或产品损失和/或取消合同的损失。

Written notice of claim against Intertek must be made within ninety (90) days after the performance of the related services. Failure to give such written notice of claim within such ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the performance of the services involved.

需在相关服务提供后的 90 天内向 Intertek 进行书面索赔通知。无论是间接还是直接，无论是通过合同、侵权或其他法理提出的，未在 90 天内给出的索赔通知都构成对相关服务绩效进行索赔的放弃，且不可逆转。

4. Intertek reserves the right to delegate the performance of Services to one or more of its affiliates or subcontractors when necessary.

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必要时, Intertek 保留将服务指定给一家或者多家分支或分包机构来执行的权利。

5. The Client shall indemnify, defend and hold Intertek and its subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any and all claims, demands, suits or other proceedings of any kind or character whatsoever, and all losses, damages, costs and expenses incurred in connection therewith or as a result thereof, including, but not limited to, actual reasonable attorney fees and expenses, arising from or in any manner whatsoever attributable to (i) any injury, loss or damage caused by or through the use of any of the Client's products or services, (ii) any claim or assertion by any person that the certification of the management system was improper, or (iii) any activity conducted by Intertek pursuant to the terms of this Agreement for or on behalf of the Client or for its benefit. The provision of clause (iii) above shall not apply to losses, damages or injuries which are attributable solely to the gross negligence or willful misconduct of Intertek as determined by a court of proper jurisdiction. Provisions of this clause shall apply during the term of this Agreement and shall survive the cancellation of this Agreement.

对基于以下原因和情形的 Intertek 及其下属公司、子公司、管理人员、主管人员、员工以及代理遭遇的所有类型或种类的索赔、诉求、诉讼或者其他行动, 客户应就相关联发生或导致的所有损失、损坏、成本费用进行赔偿、使其免受损害并为其进行抗辩, 包括但不限于实际的合理律师诉讼费用。原因和情形包括: (i)所有通过使用任何客户的产品或服务引发的受伤、损失或损害; (ii) 任何声称管理体系认证有错误的个人; 或者(iii)Intertek 所采取的任何依据本协议条款服务于或者代表客户的活动。以上三条不适用于由适当的司法部门认定的仅 Intertek 的疏忽或者有意渎职造成的损失、损害或伤害。以上三条应适用于本协议有效期内且应在本协议取消后继续存在。

6. Either party may terminate this Agreement at any time by providing not less than ninety (90) days prior written notice to the other party. In addition, upon giving Client written notice and reasonable opportunity to take appropriate action, Intertek shall be entitled to cancel this Agreement for any failure of the Client to pay Intertek any sum due and owing to it, for nonconformance with the applicable Standards or Intertek's Requirements, for failure to take corrective action pursuant to and in accordance with Intertek's Requirements, or upon any insolvency or filing in bankruptcy or receivership by or against the Client as debtor. The Client shall be entitled to cancel this Agreement immediately by giving written notice to Intertek if Intertek fails to become or ceases being an appropriately accredited certification body. Upon cancellation of this Agreement, the Client shall immediately discontinue use of the applicable Certification Mark(s) and Certificate(s) of Registration. All cancellation notices shall be provided in writing.

任何一方可以在提前至少 90 天以上书面通知对方后终止该协议。另外, 在给予客户书面通知和合理的采取措施的机会后, Intertek 有权取消本协议, 可基于以下原因: 因客户未支付 Intertek 应付款项、不符合适用标准或者 Intertek 要求、未按照 Intertek 要求采取纠正措施或者客户无力偿还或破产。当 Intertek 不再是适当的获认可的认证机构时, 客户有权给予 Intertek 书面通知立即取消本协议。在取消本协议时, 客户应立即停止使用适用的认证标志和认证证书。所有取消都应应以书面形式给出。

7. The cancellation of this Agreement shall not affect in any manner whatsoever any rights or obligations of the parties hereto accruing prior to such termination. Without limiting the generality of the foregoing, the Client shall be and remain liable to Intertek for any and all unpaid fees and expenses incurred or accrued prior to such termination and shall remain liable to indemnify Intertek as set forth in paragraph 5 of this Agreement. The Client shall not be entitled to any rebate or refund of any audit fee previously paid; provided, however, that Intertek shall proportionately rebate and refund to the Company the unearned portion of any such fee which has been paid in advance.

本协议的取消在终止前不应以任何形式影响各方的权利和义务。没有前述的限制, 客户应在终止前继续对 Intertek 的已发生或应计的未付费用负有责任, 并按照本协议第五段对 Intertek 继续负有弥偿责任。客户无权减少或追回之前已付的审核费, 但 Intertek 应按比例给予已向已预先付款的费用的公司部分或全部退还。

8. This Agreement and each of the rights, benefits and obligations of the Client hereunder, may not be assigned or delegated by the Client in whole or in part without the prior written consent of Intertek. For purposes hereof, an assignment or delegation shall be deemed to occur if the Client merges, consolidates, has any transfer of a majority or controlling voting or equity interest, sells all or substantially all of its assets or completes any other transaction which has the effect of transferring, whether directly or indirectly, effective control of the Client or its assets to any other person or entity.

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未经 Intertek 书面同意，本协议以及此下的客户权利、受益及义务都不应全部或者部分由客户委派或授权他方。鉴于此，如有客户合并、重组、大部分控制权或股权转让、整体资产全部或实质上全部变卖或者完成其他交易这些直接或者间接转换客户有效控制或者其资产给个人或实体的，将视作委派或者授权行为。

9. No alteration of these Terms and Conditions shall be binding on Intertek unless approved by the designated Intertek officer. Intertek's acceptance of Client's request for work or services is limited to these General Terms and Conditions of Service and the attached Provisions and Payment Terms. Any terms proposed or submitted by Client at any time (including, but not limited to, provisions or terms in Client's purchase order, instruction, nomination or other document) are objected to and rejected, and shall be deemed a material alteration hereof, and shall be of no force or effect.

除有指定的 Intertek 管理人员的批准，未经修改的本条款和条件应具有约束力。Intertek 接受客户工作及服务申请应基于通用条款和条件以及附件的规定和支付条款。任何时候客户要求或提交的任何条款都不予接受并驳回，且被视为实质性修改，且不具备效力。

10. Notwithstanding anything to the contrary in this Agreement, neither party will be liable to the other party by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of governmental authority, fires, strikes, labor shortages, riots or war, or any cause beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be extended for the length of the *force majeure* event; provided, however, that the party experiencing the *force majeure* event will exercise reasonable commercial steps to minimize the delay.

与本协议相反的情况是，如果因不可抗力、他方行为、政府行为、火灾、罢工、劳动力问题、暴动或战争或其他对方不能控制的原因不能执行本协议，任何一方都应依据本协议不能执行的原因对对方负有责任。如果上述事件推迟了协议的执行，根据不可抗力的长度，执行时间可以有所延长，然而面临不可抗力的一方应采取合理的商业步骤使延迟事件最小化。

11. If any term, condition or provision, or part thereof, is deemed unenforceable, then that term, condition or provision, or part thereof, shall stand void and all other terms, conditions or provisions shall have the same effect as if the voided term, condition or provision, or part thereof, had not existed.

如有任何条款或条件，或者部分条款或条件，被认定为不能执行的，则该条款或条件，或者部分条款或条件应视作无效，且其他所有条款或条件应仍具有同等效力，视无效的条款或条件、或部分条款或条件不存在。

12. This Agreement shall be governed by, and shall be construed in all respects in accordance with the laws of the jurisdiction of the Intertek Contracting Office.

本协议的管辖及解释权属于 Intertek 合同办公室。

13. Any Provisions & Payment Terms attached hereto are to be considered part of these Terms and Conditions. 所有附件的规定和支付条款都视为条款和条件的一部分。

(本文件内容以英文为准)