

服务条款

TERMS AND CONDITIONS OF SERVICE

赫马纳仕汉莎集团-大中华区（包括香港，以下简称“本公司”）根据以下所书的条款内容（以下简称“本条款”）向有需求的人或机构（以下简称“客户”）提供服务。本条款作为相关测试合同（包括但不限于测试申请表）及验货合同（包括但不限于验货申请表）等的一部分内容，除非另有书面约定，双方之间的要约、服务及衍生的契约关系均需遵守本条款的内容。

Hermes Hansecontrol Group Greater China (include Hong Kong, hereinafter referred to as “the Company”) agrees to provide its services to the person or organization (hereinafter referred to as “the Client”) in accordance with and subject to the terms and conditions herein contained (hereinafter referred to as “Terms and Conditions”). The Terms and Conditions shall be deemed as a part of the Test Agreement, (including but not limited to Test Application Form) and Inspection Agreement (including but not limited to Inspection Application Form). Unless otherwise agreed in writing, the offer, service and the derived contractual relationship between both parties shall be subject to the terms and conditions hereof.

1. 检测及验货要求

1. TEST AND INSPECTION REQUIREMENTS

1.1 客户申请测试或验货时，应正确完整地填写《测试申请表》或《验货申请表》并签字盖章确认，通过邮件、传真和快递等书面方式提交至本公司。如客户对测试或验货服务有特别要求，应在向公司提交《测试申请表》或《验货申请表》时书面告知本公司，公司有权审查其合理性和合法性，并根据实际情况决定是否接受该要求。

1.1 The Client shall fill in the Test Application or Inspection Application correctly and completely, sign and seal for confirmation, and submit it to the Company by mail, fax, express or other written forms when applying for the test or inspection. The Client, who makes special requirements on the test or inspection, shall inform the Company in writing when submitting the Test Application or Inspection Application. The Company is entitled to examine the rationality and legality of the requirements and decide whether to accept them or not according to the actual situation.

1.2 客户需按照测试或验货要求向本公司提供合法、适用、适量的样品并支付测试或验货所需的费用和其它相关费用。如有需要，客户还需提供完成测试或验货所需的任何特殊设备和专业人员。

1.2 The Client shall provide legitimate, applicable and appropriate samples to the Company in accordance with the test or inspection requirements and pay the test or inspection fee and other fees. The Client also shall supply, if required, any special equipment and personnel necessary for the performance of the required services.

1.3 本公司根据客户《测试申请表》或《验货申请表》中提出的委托项目及要求提供测试或验货服务并按双方约定的方式发送电子版检测报告或验货报告。如需纸质版检测报告或验货报告，应在申请测试或验货时提前告知本公司。除应政府部门或司法机关的要求外，本公司不会向任何无关的第三方提供客户的检测报告或验货报告。

1.3 The Company shall provide testing or inspection services according to the entrusted matters and requirements in the Test Application or Inspection Application and send the electronic Test Report or Inspection Report as agreed by both parties. The Client who requires a print-out of the Test Report or Inspection Report shall inform the Company in advance when applying for the test or inspection. The Company shall not provide the Test Report or Inspection Report to any unrelated third parties except at the request of government or judicial departments.

1.4 无论客户采取何种样品送检方式，都应对样品进行妥善的防护和包装，以确保样品在运输或交接过程中的安全。对于运送过程样品可能出现的任何损坏、遗失或不适用于检验的情况，本公司概不负责。

1.4 The samples shall be properly protected and packaged by the Client regardless of the transportation method in order to ensure the safety of the samples in the process of transportation or delivery. The Company shall not responsible for any loss and damage or untestable circumstances of the samples caused thereby.

1.5 如客户需要本公司外出采样或现场测试/验货，客户应确保工作现场不存在任何危及或影响公司工作人员人身及财产安全的危险因素。否则，客户需承担由此给公司造成的一切损失，包括但不限于本公司员工的医疗费用、工伤待遇和经济赔偿。

1.5 If the Company is required to sample on the outside or conduct on-site testing or inspection, the Client shall ensure the personal and property safety of the Company's staffs. Otherwise, the Client shall bear all the losses and damages caused thereby, including but not limited to the medical expenses, occupational injury treatment and economic compensation .

1.6 客户需提前告知本公司与委托服务相关的任何已知危险或潜在危险，包括但不限于存在辐射、有毒有害或爆炸性元素和材料、环境污染或有毒物质的风险，并承诺所委托的样品符合国家法律法规的要求。

1.6 The Client shall 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. The Client promises that the samples shall be conform to the requirements of laws and regulations.

1.7 本公司收到客户提供的样品和有关资料后应及时进行检查，如发现样品有误、样品量不足、样品损坏，或缺少可能影响检测或验货结果的必要资料，应及时告知客户补充。

1.7 After receiving the samples and related materials provided by the Client, the Company shall inspect them without delay. If there is any error, insufficient quantity, damage or lack of necessary materials that may affect the test or inspection results, the Company shall inform the Client to

supplement in time.

1.8 客户需保证所提交的样品不侵犯任何第三方的权利，包括但不限于专有权，版权和专利权。若因此第三方向本公司提出索赔的，客户应赔偿本公司的所有经济损失。

1.8 The Client guarantees that the submitted samples shall not infringe any third party's rights, including but not limited to exclusive rights, copyrights and patents. If any third party lodges claims against the Company, the Client shall indemnify the Company for all economic losses and damages caused thereby.

1.9 样品在测试过程中因测试方法要求有可能受损或被毁坏，本公司对此不承担任何责任。

1.9 The Company shall not be liable for any damages to the samples during the test.

1.10 如客户对测试完的样品留存没有特别要求，本公司将结合样品特性，按内部管理要求对样品留存，留存期为三个月。若客户需留存三个月以上，应在留存期内提前告知本公司并承担留存期截止后的样品保管费。否则，本公司无需再承担任何责任并有权自行销毁留存的样品。如客户要求样品退回的，有关费用由客户自行承担。

1.10 If the Client has no special requirements on the retention of the samples, the Company will retain the samples according to its internal management in the basis of the characteristics of the samples for a maximum period of three (3) months. In the event that the Client requires to retain the samples over the retention period hereof, the Client shall inform the Company in advance during the retention period hereof and bear the storage fee of the samples. Otherwise, the Company shall not assume any responsibility and have the right to destroy the samples. The Client shall bear the relevant expenses if the samples need to be returned.

1.11 如客户未按协议约定及时向本公司支付服务费和其他费用，本公司对客户交付的检测或验货的样品拥有一般和特殊留置权且有权暂扣样品的检测报告或验货报告。

1.11 The Company has a general and particular lien over all samples delivered to be tested or inspected and is entitled to withhold the Test Report or Inspection Report if the Client fails to pay the service fee and other fees to the Company in time as agreed in the Test Agreement or Inspection Agreement.

1.12 客户应在《测试申请表》或《验货申请表》中明确填写服务要求，包括但不限于测试或验货项目及其所依据的方法。如客户指定测试或验货方法，则测试或验货方法的适用与否由客户负责；如测试或验货方法由本公司推荐，则本公司负责选择适用的方法并通知客户。

1.12 The Client shall expressly fill in the requirements in the Test Application or Inspection Application, including but not limited to item and method of the test and inspection to which it is based. If the Client specifies a test or inspection method, the Client shall be responsible for its suitability; if the test or inspection method is recommended by the Company, the Company shall select the applicable method and notify the Client.

1.13 客户以书面形式要求本公司终止测试或验货服务，或变更测试或验货要求的，该要求需符合相应法律法规的规定且与本公司协商一致才可终止或变更，但客户应支付本公司已完

成测试或验货部分的服务费用，包括但不限于测试费、人工费、差旅费、试剂费等，且本公司不退还客户已支付的任何款项。

1.13 If the Client requests the Company in writing to terminate the test or inspection, or change the test or inspection requirements, such requirements shall be in accordance with the provisions of relevant laws and regulations and shall only be terminated or changed by consensus with the Company. However, the Client shall pay the service fee for the finished part of the test, including but not limited to test fee, labor cost, travel expense, reagent fee, etc. The Company will not refund any payment.

1.14 因无法预见的技术水平和测试设备故障等无法及时完成测试项目或不能履行测试，本公司将及时通知客户，对于此种情况本公司不承担任何违约责任。

1.14 If the Company fails to complete the test project in time due to unforeseeable technical limitation and equipment failure, the Company shall notify the Client without delay. However, the Company shall not assume any liability for breach of the Terms and Conditions in such case.

1.15 本公司有权拒绝不符合法律法规，不符合本公司规范程序或不接受客观结果的检测或验货申请。

1.15 The Company is entitled to reject any test or inspection application that does not in accordance with laws and regulations, the standard procedures of the Company or the objective result.

1.16 客户在申请验货服务时需保持生产状况符合验货要求。如现场的生产状况未达到检验要求，除客户有特殊要求外，验货将按实际数量正常进行，并备注在报告中。

1.16 When applying for inspection service, the Client shall keep the production status in conformity with the inspection requirements. If the on-site production conditions do not meet the inspection requirements, unless the Client has other special requirements, the inspection shall be carried out according to the actual quantity and noted in the report.

2. 检测报告及验货报告

2. TEST REPORT AND INSPECTION REPORT

2.1 本公司检测报告或验货报告上的数据结果只对送检的样品负责，并不对抽取该样品的同批产品发表任何意见。

2.1 The result on the Test Report or Inspection Report issued by the Company is only responsible for the sample submitted for testing, but shall not be deemed as any opinions on the same batch of products.

2.2 本公司出具的结果报告只反映在工作当时所记录的事实，而且限于所收到的检测或验货要求范围内。本公司无义务提及或报告特定要求范围外的任何事实或情况。

2.2 The Test Report issued by the Company only reflects the facts recorded at the time of testing

and is limited to the scope of test or inspection requirements received from the Client. The Company is under no obligation to mention or report any fact or circumstance beyond the scope of the specific requirements.

2.3 本公司服务完成后，如客户对检测及验货结果和/或报告有任何异议，应于检测报告或验货报告完成之日起十五日内向本公司书面提出，并附上报告原件。逾期未提出异议的，则视为同意该检测及验货结果和/或报告。提出复检要求时，本公司仅对原样品按照原测试方法进行复检，客户应根据复检情况支付相应的复检费用。如客户要求检测新样品和/或提出新的测试方法，则视为新的委托申请。

2.3 After the completion of the services, if the Client has any objection to the test and inspection results and/or test and inspection report, he/she shall submit a written proposal and attach the original report to the Company within fifteen (15) days after the date of completion of the Test Report or Inspection Report. If no objection is raised within the term hereof, it shall be deemed that the Client agrees with the test and inspection results and/or test and inspection report. When the Client requests retest, the Company shall only retest the original sample according to the original test method, and the Client shall pay the corresponding retest fee. In the event that the Client requests the testing of new samples and/or proposes a new test method, it shall be regarded as a new test application.

2.4 如发生以下情况，本公司不受理复检：（1）原样品已被客户取回；（2）原样品无法保存；（3）原样品已用完；（4）原样品剩余太少不足以复检；（5）原样品超过保存期限已销毁；（6）原样品发生变质；（7）不可重复测试的项目；（8）其他认为不可复检的情况。

2.4 In the event that any of the following circumstances occur, the Company will not accept retest: a) the original sample has been returned to the Client; b) the original samples cannot be preserved; c) the original sample has been used up; d) the surplus of the original sample is not enough to be retested; e) the original sample has been destroyed beyond the preservation period; f) deterioration of the original sample; g) non-repeatable test items; h) other cases that are considered untestable.

2.5 本公司依据客户或其代理人提供的资料、样品等进行检测或验货并编制检测报告或验货报告，客户应对资料、文件及样品的真实性负责。本公司或分包方对因客户提供了错误或虚假信息而导致检测或验货结果概不负责。

2.5 The Company shall conduct tests or inspection and prepare Test Report or Inspection Report according to the materials and samples provided by the Client or its agent. The Client shall be responsible for the authenticity of the materials, documents and samples and the Company or its subcontractor shall not be liable for the false test or inspection results caused by the incorrect or false information provided by the Client.

2.6 客户应对其根据检测报告或验货报告所采取的其认为合适的行为负责，对任何根据该检测报告或验货报告采取的行为，本公司及关联公司或分包商都不为此对客户或任何第三方承担责任。

2.6 The Client shall be responsible for any actions that it may deem appropriate pursuant to the Test

Report or Inspection Report, and the Company and its affiliates or subcontractors shall not be liable to the Client or any third party for any actions taken pursuant to the Test Report or Inspection Report.

2.7 本公司所出具的验货报告不会免除卖方/供应商对所交付的货物应承担的质量/数量的合同责任，也不会影响客户要求卖方/供应商对在本公司的随机检验过程中未发现的任何明显和/或隐藏的缺陷要求赔偿的权利。

2.7 Inspection Report issued by the Company does not relieve seller(s) / supplier(s) from their contractual responsibility with regards to the quality/quantity of this delivery nor does it prejudice the Client's right to claim towards seller(s) / supplier(s) for compensation for any apparent and/or hidden defects not detected during the Company's random inspection or testing.

3. 费用

3. CHARGES

3.1 客户需按约定向本公司支付提供服务所需的任何服务费。本条款中的服务费是指客户依据测试合同/验货合同的约定就本公司所提供的服务应予支付的总费用。如客户的委托事项严重超过约定的工作量，本公司将以时间和耗材为基础收取额外完成的工作所需的费用。

3.1 The Client shall pay to the Company any service fee required for the provision of the services as agreed. The service fee herein shall mean the total fees payable by the Client for the services provided by the Company as stipulated in the Test Agreement or Inspection Agreement. If the Client's entrusted matter seriously exceed the agreed workload, the Company will charge additional fees on the basis of time and supplies.

3.2 本公司特此声明，所收取的服务费不包括任何税费，包括但不限于国家和地方的销售税、使用税或增值税、货物和服务税、预扣税等。客户同意，一旦本公司出具有效发票，客户应按照法律规定的费率和方式支付所有税费。

3.2 The Company hereby declares that the service fee charged are exclusive of any taxes, including but not limited to national and local sales tax, use tax or value-added tax, goods and services tax, withholding tax, etc. The Client agrees that once the Company issues a valid invoice, the Client shall pay all taxes at the rate and in the manner prescribed by laws and regulations.

3.3 客户同意承担与受测样品相关的所有运费或海关清关费用。

3.3 The Client agrees to bear any freight or customs clearance fees relating to any testing samples.

3.4 本公司应就服务费和其它费用（如有）向客户开具发票。客户应在收到发票之日起七天内支付费用，除非另有合同或其他书面文件的约定。客户无权因与本公司存在任何争议、投诉或抵扣而拖延或拒绝支付全部或部分费用。如客户未按照测试合同/验货合同约定的期限内支付服务费和其他费用，每延期一日，本公司有权要求客户支付应付费用千分之五的违约金，并有权中止服务和拒绝出具检测报告/验货报告。

3.4 The Company shall invoice the Client for service fee and other fees (if any). The Client shall

pay all fees within seven (7) days from the date of receipt of the invoice, unless otherwise agreed in the Agreement or other written documents. The Client shall not delay or refuse to pay all or part of service fees due to any dispute, complaint or deduction with the Company. If the Client fails to pay the service fee and other fees within the term agreed in the Test Agreement or Inspection Agreement, the Company is entitled to require the Client to pay a penalty of 5% of the payable fees for each day delayed, suspend services and refuse to issue Test Report or Inspection Report.

3.5 客户因自身原因需取消验货服务时，如本公司的验货员已经开始行程但尚未到达目的地，本公司将收取一定的服务费用。如验货员已到达目的地，本公司将收取全额服务费用。

3.5 In the event that the Client cancel the inspection service due to his/her own reason, the Company will charge a certain service fee if the inspector of the Company is already on the road but has not yet arrived at the destination. A full service fee will be charged if the inspector arrives at the destination.

4. 知识产权

4. INTELLECTUAL PROPERTY

4.1 客户（或其关联公司或附属公司）以任何理由使用本公司的名称或本公司商标或品牌的名称必须事先征得本公司的书面同意。否则，本公司有权单方解除本条款及检测合同/验货合同，要求客户立即停止使用并向公众或有关第三方澄清。如因此给本公司造成任何损失的，客户应予以赔偿。

4.1 Any use by the Client (or the Client's affiliated companies or subsidiaries) of the name, trademarks or brand names of the Company for any reason must be prior approved in writing by the Company. Otherwise, the Company is entitled to unilaterally terminate the Terms and Conditions, Test Agreement or Inspection Agreement, require the Client to stop using them and clarify to the public or relevant third party immediately. The Client shall indemnify the Company for any losses and damages caused thereby.

4.2 本公司在提供服务过程中产生的检测报告、验货报告、调查报告或其他材料的所有知识产权（包括但不限于版权）均归本公司所有。未经本公司事先书面同意，客户仅能在正常商业活动所需的范围内使用此类材料或其摘录的内容。客户进一步承诺，其雇员和代理商有保密义务，不得披露或以其他方式使用可能获取到的与本公司业务有关的任何信息。

4.2 All intellectual property, including but not limited to copyright, in any test reports, inspection reports, surveys or other material produced by the Company in the course of providing its services shall belong to the Company. Without the Company's prior written consent, the Client may use any such material or extracts thereof only within the scope of normal business activities. The Client further undertakes that its employees and agents shall keep confidential and shall not disclose or otherwise use any information that may be obtained in connection with the business of the Company.

5. 保密事项

5. CONFIDENTIALITY

5.1 未经一方书面同意，另一方及其工作人员不得向任何第三方披露对方的商业秘密。

5.1 Without written consent of one party, the other party and its staffs shall not disclose the trade secrets of the party to any third party.

5.2 本条款中的“商业秘密”是指：

5.2 “Trade secret” herein refers to:

(1) 不为公众知悉或获取到的，能为一方带来经济利益，具有实用性并经一方采取保密措施的技术信息，包括但不限于：产品技术、生产工艺等。

(a) Technical information, which is not known of or available to the public, and brings economic benefits to one party, that is of practical value, and that has been kept in confidentiality by one party, including but not limited to: product technology, production process, etc.

(2) 一方在服务过程中向对方提供的资料及双方的合作范围、内容、模式和费用等信息。

(b) The information provided by one party to the other party during the service period, including materials and the scope, content, mode and cost of cooperation between the two parties.

(3) 一方以书面或其他形式确定为商业秘密的资料和信息。

(c) Materials and information that have been designated by one party as trade secrets in writing or in other forms.

5.3 除非一方通过书面形式明确本条款所涉及的某项商业秘密无需保密或该商业秘密已公之于众或应政府机关/司法部门的要求向其告知或公开，则另一方应从本条款生效之日起，无限期保守对方之商业秘密。

5.3 Unless either party expressly declares otherwise in writing that the trade secret involved herein is not required to be kept confidential, or that such trade secret has been become known to the public, or is notified/disclosed upon the request of government or judicial department, the other party shall keep the trade secrets of the party confidential from the effective date of the Terms and Conditions onwards.

6. 保险政策

6. INSURANCE POLICIES

6.1 双方均须负责自费购买各自所需的商业保险，包括但不限于职业责任险、雇主责任险、运输险和财产保险。

6.1 Each party shall be responsible for purchasing at its own expense the necessary commercial insurance, including but not limited to professional indemnity, employer's liability, transportation

insurance and property insurance.

6.2 本公司明确声明拒绝以保险人或担保人的身份向客户或第三方承担任何责任。

6.2 The Company expressly disclaims any liability to the Client or any third parties as an insurer or guarantor.

7. 违约责任

7. LIABILITIES FOR BREACH OF THE TERMS AND CONDITIONS

7.1 如因非本公司的责任造成本公司无法履行或完成委托事项的，本公司不承担任何责任，该情况包括但不限于由于客户原因导致本公司未能按约定完成委托事项或相关法律法规及标准发生变更。

7.1 If the Company fails to perform or complete the entrusted matters due to non-liability of the Company, including but not limited to the failure to complete the entrusted matters as agreed due to the Client's responsibility or the change of relevant laws, regulations and standards, the Company shall not assume any responsibility.

7.2 因客户违反本条款、测试合同或验货合同给本公司及公司人员造成损害的，客户应承担赔偿责任。

7.2 If the Client breaches the Terms and Conditions hereof, Test Agreement or Inspection Agreement, and thus causes damages to the Company and its staffs, the Client shall be liable for compensation.

7.3 如因本公司的原因违反测试合同、验货合同和/或未行使应有的谨慎义务给客户造成直接经济损失，本公司将予以赔偿。关于损失、损害或任何类型的索赔，索赔金额在任何情况下均不得超过客户按合同约定应付的服务费用。本公司对客户因此所造成的任何间接损失不予赔偿，包括但不限于利润损失和/或未来业务的损失和/或生产损失。

7.3 If the Company breaches the Test Agreement, Inspection Agreement and/or fails to exercise due diligence, the Company shall compensate direct economic losses and damages to the Client. In respect of loss, damage or claim of any kind, the compensation shall in no circumstances exceed all service fees payable by the Client as agreed in the Test Agreement. The Company shall not indemnify the Client for any indirect losses and damages caused thereby, including but not limited to loss of profit and/or loss of future business and/or loss of production.

8. 本条款的解除

8. TERMINATION OF THE TERMS AND CONDITIONS

8.1 本条款于提供服务的起始日开始生效，有效期至服务履行完毕时为止，但依据本条款第8.2条提前解除本条款的情形除外。

8.1 The Terms and Conditions shall commence upon the first day on which the services are commenced and shall continue, unless terminated earlier in accordance with Clause 8.2 hereof, until the services have been provided.

8.2 若出现任何以下情形，本条款可提前解除：

8.2 The Terms and Conditions may be terminated in advance:

(a) 若一方实质性违反本条款项下的任何约定，另一方有权以书面形式通知对方解除本条款；

(a) If either party materially breaches any term and condition hereof, the other party is entitled to notify the party in writing to terminate the Terms and Conditions.

(b) 若客户逾期未按照发票金额或合同约定付清款项且经催告后仍未在本公司要求的期限内付款，则本公司有权书面通知客户解除本条款；

(b) If the Client fails to pay in accordance with the invoice amount or the Test Agreement by its due date and fails to make payment within the period required by the Company after a further request for payment, the Company is entitled to notify the Client in writing to terminate the Terms and Conditions.

(c) 若任何一方与其债权人进行债务重组、或受破产保护令所规限、或（个人或公司）破产、或（公司）进入清算程序（以恢复偿债能力为目的的合并或重组程序除外）、或该方的任何财产或资产被担保物权人接管或被指定一名接管人、或该方停业或可能停业，另一方可书面通知该方解除本条款。

(c) In the event that either party 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 the Company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the party or the party ceases, or threatens to cease, to carry on business, the other party may terminate the Terms and Conditions by giving written notice to such party.

(d) 双方一致协商决定解除本条款。

(d) Both parties agree to terminate the Terms and Conditions by mutual consent.

8.3 本条款的解除或终止不影响双方应尽义务的履行，包括但不限于付清截止本条款解除或终止之日已产生的所有服务费用。

8.3 Any termination or expiration of these Terms and Conditions shall not affect the performance of the obligations of both parties, including but not limited to the payment of all service fees incurred as of the date of termination or or expiration hereof.

9. 不可抗力

9. FORCE MAJEURE

9.1 如因任何超出本公司控制范围的原因，包括但不限于战争、政府限制、机器故障、火灾或事故等不可抗力因素而导致服务的延迟履行或不履行而造成的任何损失或损害，本公司概不负责。如果发生此类事件，本公司可以取消或暂停本条款及测试合同/验货合同而无需承担任何责任。

9.1 The Company shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its services because of Force Majeure, including but not limited to war, governmental restriction, breakdown of machinery, fire or accident. Should any such event occur, the Company may cancel or suspend the Terms and Conditions, Test Agreement or Inspection Agreement without assuming any liability whatsoever.

10. 分包

10. SUB-CONTRACTING

10.1 在必要的情况下，本公司可委托其一家或多家关联公司及/或分包人履行本公司在本条款项下的义务并向客户提供服务，本公司将向关联公司或分包人提供服务所需的必要信息。

10.1 The Company may delegate the performance of its obligations hereunder and the provision of the Services to one or more of its affiliates and/ or sub-contractors when necessary. The Company will provide necessary information required for the services to its affiliates or subcontractors.

11. 弃权

11. WAIVERS

11.1 任何一方未能坚持严格履行本条款任何约定或未能行使其享有的任何权利或救济，不应视为该方放弃该权利，亦不构成本条款项下之义务的减少。任何一方放弃追究另一方任何违约行为的责任，不应视为该方放弃追究另一方任何其后再次违约行为的责任。

11.1 Failure of any party to insist upon strict performance of any provision hereof, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver and shall not cause a diminution of the obligations established by these Terms and Conditions. A waiver of any breach shall not constitute a waiver of any subsequent breach.

11.2 对本条款项下的任何权利或救济的放弃必须由弃权方明确说明并以书面形式传达给另一方之后才有效。

11.2 No waiver of any right or remedy hereunder shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

12. 适用法律与争议解决

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1 本条款适用于中华人民共和国法律。

12.1 These Terms and Conditions shall apply to the laws of the People's Republic of China.

12.2 如因本条款或与本条款有关的内容产生争议、冲突或索赔，双方应当进行友好协商；如协商无法解决，该争议、冲突或索赔应提交至深圳国际仲裁委员会进行仲裁解决。所有争议、冲突或索赔所产生的费用，包括并不限于律师费、差旅费、仲裁费、鉴定费等都应由败诉方承担。

12.2 Any dispute, controversy or claim arising from or in connection with these Terms and Conditions hereof shall be resolved through friendly negotiations between the Company and the Client. If no settlement can be reached through negotiation, the dispute, controversy or claim shall be submitted to the Shenzhen Court of International Arbitration for arbitration. All costs incurred in connection with any dispute, controversy or claim shall be borne by the losing party, including but not limited to attorney fees, travel expenses, arbitration fees and appraisal fees.

13. 其他

13. MISCELLANEOUS

13.1 本条款作为本公司与客户签订的测试合同、测试申请表、验货合同或验货申请表的附件。

13.1 These Terms and Conditions are attached to the Test Agreement, Test Application, Inspection Agreement or Inspection Application signed by the Company and the Client.

13.2 本条款仅可由法定代表人代表本公司以书面形式进行修改，本公司或其雇员、代理商的任何其他行为均不得视为本公司接受任何其他条款。

13.2 These Terms and Conditions may only be modified by a variation expressed in writing and signed on behalf of the Company by a legal representative and no other action on the part of the Company or its employees or agents shall be construed as an acceptance of any other terms and conditions.

13.3 本条款由中文和英文两种语言书写，如中文和英文存在差异，以中文为准，英文只作为参考。

13.3 These Terms and Conditions are written in both Chinese and English. In case of any discrepancy between Chinese and English, the Chinese one shall prevail and the English one is for reference only.

13.4 客户特此声明：签署测试合同及验货合同前，已充分理解本条款项下每项条款的内容，每一条款皆系经双方充分协商及谈判后达成，因此每一条款均是反映双方真实合意的协议条款。

13.4 CLIENT HEREBY ACKNOWLEDGES THAT PRIOR TO ITS SIGNATURE OF TESTING AGREEMENT AND INSPECTION AGREEMENT, THE CLIENT HAS FULLY UNDERSTAND EACH AND EVERY TERM AND CONDITION UNDER THESE TERMS AND CONDITIONS AND EACH TERM AND CONDITION HEREOF HAS BEEN THOROUGHLY AND MUTUALLY CONSULTED AND NEGOTIATED BETWEEN THE TWO PARTIES. THUS, SUCH TERMS AND CONDITIONS HEREOF IS A REFLECTION OF THE TRUE MUTUAL ASSENT OF BOTH PARTIES.