

<p style="text-align: center;"><b>GENERAL TERMS and CONDITIONS of DEKRA (Shanghai) Co. Ltd. (Hereinafter referred to as “DEKRA SH”) for providing management consulting services</b></p>	<p style="text-align: center;"><b>德凯达管理咨询（上海）有限公司 （以下简称 “DEKRA SH”）</b></p> <p style="text-align: center;"><b>一般条款及条件 适用于管理咨询服务</b></p>
<p><b>1. General Information</b></p> <p>1.1 As laid out in its statutes DEKRA SH provides management consulting services (hereinafter referred to as “Services”).</p> <p>1.2 The Customer shall accept these General Terms and Conditions, the respective DEKRA SH Consulting Regulations and the relevant Schedule of Fees which applies at the time when the order is placed. As a rule, any deviation from these General Terms and Conditions will not be accepted unless expressly agreed in writing.</p> <p>1.3 Ancillary agreements, promises and other statements made on the part of DEKRA SH staff or the experts called upon by them shall be binding only if they are expressly confirmed by DEKRA SH in writing. This shall also apply to any modifications of this Clause.</p> <p>1.4 Quotations by DEKRA SH are subject to change with customers’ written consent. Unless expressly agreed, all documentation associated with DEKRA SH quotations, including but not limited to, reference data, figures, drawings, weights or measurements shall only be approximately authoritative. In case of doubt, cost estimates shall be reasonably remunerated.</p> <p>1.5 Quotations and all documents prepared by DEKRA SH within the scope of the Services may not be reproduced or disclosed to third parties without prior written approval of DEKRA SH and shall remain the property of DEKRA SH. The aforementioned documents may only be used within the scope of the respective Services. They must be returned upon request, should quotations not result in a contract between the parties.</p>	<p><b>1. 总述</b></p> <p>1.1 根据公司章程，DEKRA SH提供管理咨询服务（以下简称“服务”）。</p> <p>1.2 客户应接受本一般条款及条件、DEKRA SH的咨询服务规程以及在发出订单时应适用的相关费用表。作为规则，非经书面明确同意，任何与本一般条款及条件不一致的内容均不被接受。</p> <p>1.3 DEKRA SH的员工或其指定专家所签订的补充协议、或者所作的任何承诺及其他各种声明仅在DEKRA SH对此作出明确书面确认后方具有约束力。此规定还适用于对本条款所作的任何修订。</p> <p>1.4 DEKRA SH的报价可予更改，但须经客户书面同意。非经特别约定，所有与DEKRA SH报价相关的文件，包括但不限于参考数据、数字、图样、重量或测量等无绝对约束力。如果有疑问，亦应合理偿付预估费用。</p> <p>1.5 DEKRA SH在其服务范围内所作出的报价以及制定的所有文件，若未经其事先的书面批准不得复制或透露给第三方，DEKRA SH拥有上述报价及所有文件的所有权。上述文件仅允许在各项服务范围内使用。若报价未能促使各方签署合同，在要求时，上述文件应予以返还。</p>
<p><b>2. Validity of Quotations</b></p> <p>2.1 If any quotation submitted by DEKRA SH does not</p>	<p><b>2. 报价有效期</b></p>

<p>state the term of validity, this term shall be a period of sixty days from the date of issuance of the quotation.</p> <p>2.2 A quotation submitted by DEKRA SH shall result in an agreement to perform the Services only if the Customer has accepted such quotation in writing with its term of validity or if DEKRA SH has confirmed in writing an order of the Customer.</p> <p>2.3 Unless or otherwise agreed, DEKRA SH is entitled to increase or adjust the price based on the current CPI.</p>	<p>2.1 如果DEKRA SH所提交的报价没有指明报价有效期, 则该报价的有效期为自报价做出之日起六十天。</p> <p>2.2 当DEKRA SH提交一份报价时, 仅当客户已在有效期内以书面方式接受该报价, 或DEKRA SH向客户以书面方式确认订单时, 方意味着双方已就相关服务达成协议。</p> <p>2.3 除非另有书面约定, DEKRA SH有权根据时下的通货膨胀率调整服务价格。</p>
<p><b>3. Executing Orders</b></p> <p>3.1 DEKRA SH shall perform the contractual Services in accordance with state-of-the-art technology and - insofar as contrary agreements have not been made in writing - the customary handling by DEKRA SH each as applicable at the time of acceptance of the order. No responsibility shall be assumed for the correctness of the guidelines, standards, safety programs and safety regulations unless otherwise expressly agreed in writing.</p> <p>3.2 The scope of the Services to be performed by DEKRA SH shall be specified in writing when the order is placed. If, after the order is accepted by the Customer or confirmed by DEKRA SH, a change or extension to the scope of work becomes necessary or is asked for by the Customer, such change or extension is deemed a new assignment of work and shall only be effective if accepted by DEKRA SH in writing. The Customer shall be responsible for any extra costs and losses incurred as a result of the change or extension. In such case the Customer shall have the right to withdraw from the contract, if he can no longer be expected to remain a party to the contract in view of the modification or extension. In this event, however, the Customer shall pay the agreed compensation or, if no sum has been agreed, suitable remuneration. Such suitable remuneration shall follow the fees for comparable Services as laid out in the respective Schedule of Fees.</p> <p>3.3 The Customer shall render all such assistance and provide all such information and materials to</p>	<p><b>3. 订单的执行</b></p> <p>3.1 若无相反书面合同规定, DEKRA SH将使用订单接受时的最新技术, 并按照当时惯例完成合同规定的服务。若无其他明确的书面约定, DEKRA SH无须对指导方针、标准、安全规划和安全规程的正确性承担责任。</p> <p>3.2 DEKRA SH提供的服务范围应当在发出订单时以书面形式予以详细说明。在客户接受订单或DEKRA SH确认订单后, 若须变动或增加工作范围, 或者客户提出此类要求, 则该工作范围的变动或增加应视为委派的新工作, 且其仅在经DEKRA SH书面接受后始得有效。客户应自行承担因该工作范围的变动或增加而产生的任何其他费用和损失。若由于该变动或增加而使客户无法继续成为合同的一方时, 则客户有权撤销该合同。在此情况下, 客户应支付约定的赔偿金, 若未能约定该赔偿金的具体数额, 则客户应根据各费用表中相应服务项目之费用进行适当补偿。</p> <p>3.3 为使DEKRA SH能正确地执行客户发出的订单, 客户应基于DEKRA SH的合理要求向其提供所有协助以及提供所有相关的信息和材料。如果客户延迟提供任何上述协助、信息或材料, DEKRA SH可相应的推迟交付服务。客户应保证其提供的所有的信息和材料是真实、完整和准确的。对因客户本身不与DEKRA SH合作而产生的损失和/或损害, DEKRA SH不承担责任。</p> <p>3.4 为DEKRA SH测试或提供服务等需要, 客户向其交付的所有样品或其他材料应当适当包装, 标签清晰, 标识清楚。因客户对样品或材料未进行适当包装或船运等原因而致使DEKRA</p>

<p>DEKRA SH as reasonably required by DEKRA SH for the proper performance of the order placed by the Customer. If the Customer delays in providing any of the aforesaid assistance, information or materials to DEKRA SH, DEKRA SH may postpone the performance of the Services accordingly. The Customer shall warrant that all information and materials provided to DEKRA SH are authentic, integral and accurate. DEKRA SH shall not be responsible for any loss and/or damage suffered by the Customer as a result of its own failure to co-operate with DEKRA SH.</p> <p>3.4 All shipped samples or other materials, if any, provided by the Customer to DEKRA SH for tests and Services etc. shall be properly packed and clearly labelled and identified. The Customer shall indemnify and hold harmless DEKRA SH for any damages, expenses, fines, liabilities and costs (including legal fees) incurred by DEKRA SH as a result of the improper packaging or shipment of the samples or other materials by the Customer.</p> <p>3.5 DEKRA SH may delegate the performance of all or a portion of the Services contemplated hereunder to a qualified affiliate, agent or subcontractor of DEKRA SH, and the Customer consents to such delegation.</p> <p>3.6 The contractual Services of DEKRA SH shall be deemed completed upon completion of the respective final reports or expert opinions and, where applicable, the issuance of certificates.</p>	<p>SH产生的任何损失、支出、罚金、债务和费用（包括诉讼费用）应由客户赔偿，并使DEKRA SH免受损害。</p> <p>3.5 DEKRA SH有权将本一般条款及条件中约定的所有或部分服务委托给其合格的分支机构、代理人或分包商完成，客户对该委托予以同意。</p> <p>3.6 在完成各份最终报告、专家意见或签发认证证书（若适用）时，即应视为DEKRA SH完成合同约定之服务。</p>
<p><b>4. Deadlines, Delay, Impossibility of Performance</b></p> <p>4.1 The time frame indicated by DEKRA SH for the performance of the contractual Services shall be binding unless it is specifically agreed upon in writing. If no deadline has been specifically agreed upon in writing the Customer may not request DEKRA SH to perform the contractual Services prior to the expiry of the time frame indicated by DEKRA SH. Any request made after the expiry of the time frame indicated by DEKRA SH shall be made in written and the Customer shall grant DEKRA SH a reasonable time to perform the contractual Services. In such case or if a binding</p>	<p><b>4. 最终期限、延迟、履行不能</b></p> <p>4.1 非经书面特别约定，DEKRA SH提出的合同服务期限有约束力。若未就最终期限作出特别书面约定，客户不得要求DEKRA SH在DEKRA SH指定的期限届满前完成合同规定之服务。在DEKRA SH指定的期限届满后提出的任何要求应以书面形式作出，并且客户应给予DEKRA SH合理时间以完成合同约定之服务。在此情形下或已设定有约束力的最终期限的情形下，若履行延迟，客户应给予合理的宽限期，以便在该宽限期内完成服务。</p> <p>4.2 若DEKRA SH基于其自身责任及疏忽履行的原因，超过有约束力的最终期限或第4.1条第2</p>

<p>deadlines has been defined, the Customer shall, in the case of delayed performance grant a reasonable additional period within which performance shall take place.</p> <p>4.2 If DEKRA SH exceeds a binding deadline or the period as set out in Clause 4.1 sentence 2 and 3 for reasons for which it is responsible and defaults on performance as a result, then the Customer shall be authorised – to the extent that he has actually suffered damage because of the delay – to assert claims to damages for delay for each completed week of delay of 1% of the order value overdue as a result of such delay or a maximum amount of up to 25% of the order value overdue as a result of such delay. The provisions in 5.5 and 6 shall apply to any other claims to compensation in damages.</p> <p>4.3 In the event that DEKRA SH performs the Services beyond a binding deadline or the period as set out in the 2nd and 3rd sentences of Clause 4.1 for reasons not attributable to DEKRA SH, DEKRA SH shall have the right to charge any additional expenses incurred.</p> <p>4.4 If, after the Services becomes due, the Customer grants DEKRA SH an appropriate grace period as provided in the last sentence of Clause 4.1 and if DEKRA SH allows this period to elapse or if it becomes impossible for DEKRA SH to provide the Services, then the Customer shall be entitled to cancel the contract and – if DEKRA SH is at fault – assert claims to compensation in damages in the amount of the damages for delay as outlined under Clause 4.2.</p> <p>4.5 DEKRA SH shall not be liable for any loss or damage resulting from any delay or failure in performance of its obligations hereunder resulting directly or indirectly from any cause that is beyond the control of DEKRA SH, including, but not limited to, fire, flood, tornado, hurricane or other acts of nature, war, casualty, accident, embargo, governmental actions, orders of courts or tribunals, strike, lock-out or other difficulties with employees. If any such event occurs, DEKRA SH may immediately cancel or suspend its performance hereunder without incurring any liability</p>	<p>句和第3句规定的期限，则客户有权就因延迟所造成的损失主张损害赔偿（以因延迟遭受的实际损失为限），每延迟一周应支付延迟订单价值的1%或最高不得超过延迟订单价值的25%。第5.5条和第6条之规定适用于其他损害赔偿请求。</p> <p>4.3 若非因DEKRA SH的原因，超过有约束力的最终期限或第4.1条第2句和第3句规定的期限，则DEKRA SH应当有权收取因此产生的额外费用。</p> <p>4.4 服务到期后，根据第4.1条最后一句之规定客户给予DEKRA SH一个适当的宽限期，若DEKRA SH任凭该宽限期过期，或者该期限之内DEKRA SH不可能提供服务，则客户有权取消该合同。若DEKRA SH对此有过错，则客户有权要求损害赔偿，金额应根据第4.2条规定的延迟损害赔偿而确定。</p> <p>4.5 直接或间接基于DEKRA SH无法控制的原因，包括但不限于以下情况：火灾、洪水、龙卷风、飓风或其他不可抗力，战争、伤亡、意外事件、禁运、政府行为、法院裁判、罢工、停工或与雇员的其他矛盾等，而致使迟延或无法履行本一般条款及条件之义务而产生的损失或损害，DEKRA SH不应承担任何损失或赔偿。在发生上述事件时，DEKRA SH可立即取消或暂停其义务履行，并无须对客户承担任何责任。</p>
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<p>whatsoever to the Customer.</p>	
<p><b>5. Limitation of Liability</b></p> <p>Unless otherwise agreed, the liability of DEKRA SH shall be limited as follows:</p> <p>5.1 DEKRA SH warrants that the Services will, during the warranty period, comply with the warranted quality standard as specified in the order and be free from defects thereunder. The warranty granted by DEKRA SH covers only the Services expressly ordered from it in accordance with Clause 3.1. DEKRA SH does not warrant for the correctness and functioning of the respective overall facilities to which the audited or inspected parts belong; in particular, DEKRA SH shall not be responsible for the design, choice of materials and construction of the product examined insofar as such questions do not form the expressed subject matter of the order. Neither warranty nor legal responsibility of the manufacturer under law shall be limited or taken over by DEKRA SH in the latter cases as well.</p> <p>5.2 If DEKRA SH is in breach of the warranty as provided in Clause 5.1, DEKRA SH's only liability is to re-deliver the Services within an appropriate period, unless the breach is attributable to the wilfulness or gross negligence of DEKRA SH and directly caused losses to the Customer. If the re-delivery of the Services becomes impossible or apparently unreasonable for the Customer or DEKRA SH refuses to re-deliver the Services without any justified reason, then the Customer shall, at his discretion, be entitled to demand a reduction in the remuneration payable to DEKRA SH for the Services, or cancellation of the contract.</p> <p>5.3 The warranty period shall amount to one year starting from the delivery of the respective final reports or expert opinions and, where applicable, the issuance of certificates by DEKRA SH to the Customer.</p> <p>5.4 In case of breach of warranty by DEKRA SH due to its willfulness or gross negligence, DEKRA SH shall only be liable to the economic losses directly suffered by the Customer there from. DEKRA SH is not liable to the Customer, whether for negligence, breach of contract, misrepresentation or</p>	<p><b>5. 责任限制</b></p> <p>除非合同另有约定, DEKRA SH 责任应限制如下:</p> <p>5.1 DEKRA SH 保证其服务在保证期内应符合订单中明确的质量标准并且根据该质量标准不存在缺陷。DEKRA SH 提供的保证仅限于依据第 3.1 条发出的订单所明确规定之服务。DEKRA SH 不保证认证或检验部件所属各个整体设备的正确性和运转性能,特别是对测试产品的设计、选材及建造等这些不明确构成订单标的问题不承担任何责任。后一种情形下,制造商的法定担保责任和法律责任不得被限制或转移给 DEKRA SH。</p> <p>5.2 如果 DEKRA SH 违反第 5.1 款规定的保证,则其责任应仅限于在适当的期限内重新提交服务,除非该违反可归责于 DEKRA SH 的故意或重大过失并且直接造成了客户的损失。如果重新提交服务对客户而言成为不可能或明显不合理,或 DEKRA SH 拒绝重新提交服务,则客户有权自主决定要求减少就服务应付的报酬或取消合同。</p> <p>5.3 保证期自制作完成各份最终报告、专家意见或签发认证证书(若适用)之日起为一年。</p> <p>5.4 如果因为 DEKRA SH 的故意或重大过失导致其违反保证, DEKRA SH 仅对客户遭受的直接经济损失承担责任。对于下述损失,无论是因为故意、过失、违约或其他原因, DEKRA SH 均不承担责任:(1) 客户因为第三方索赔而遭受的损失;(2) 客户遭受的利润、商誉、商业机会或预期的成本节省方面的损失;或(3) 客户遭受的间接或结果性的损失。</p> <p>5.5 对于某一订单项下 DEKRA SH 就提交的服务因过失、违约或其他原因而承担的最高损失赔偿金额以客户就订单支付的款项为限。</p> <p>5.6 第 5.4 条和第 5.5 条的责任限制同样适用于 DEKRA SH 员工、他们的执行助理,特别是专家的个人责任。</p> <p>5.7 任何向 DEKRA SH 提出的索赔,应自检测完成日起 3 个月内,以书面形式提出。</p> <p>5.8 除以上所述之外,客户应有义务办理标准保险以覆盖其设备遭受或造成的直接和间接损失。</p>



<p>otherwise, for (i) loss or damage incurred by the Customer as a result of third party claims; (ii) loss of profit, goodwill, business opportunity or anticipated saving suffered by the Customer; or (iii) indirect or consequential loss or damage suffered by the Customer.</p> <p>5.5 The entire liability of DEKRA SH under or in connection with the delivery of the Services under an order for negligence or breach of contract, or otherwise, is limited to an maximum amount of the prices paid by the Customer to DEKRA SH for the order.</p> <p>5.6 The limitation of liability under Clauses 5.4 and 5.5 shall also apply with regard to the personal liability of DEKRA SH staff, their executing aides and, in particular, experts (if any).</p> <p>5.7 The liability of DEKRA SH in respect of any claim for loss, damage, or expenses of any nature shall be arose by written notice within 3 months from date of inspection completed</p> <p>5.8 Regardless of the above, the Customer shall be obligated to take out standard insurance covering direct and indirect damages caused to or by its facilities.</p>	
<p><b>6. Other Liability</b></p> <p>Except in cases of wilfulness and gross negligence by DEKRA SH, bodily injury or liability as defined by product liability law, any other claims asserted on the part of the Customer for direct and indirect damages for any legal reason whatsoever, in particular, claims for payment of damages because of violation of duty or unlawful acts and compensation for damage which has not occurred on the subject of the order itself shall be excluded, insofar as they go beyond the warranty and liability provided for by DEKRA SH in Clauses 4.2, 4.3 and 5.2 to 5.6. This shall also apply to the personal liability of DEKRA SH staff, their executing aides and, in particular, experts.</p>	<p><b>6. 其他责任</b></p> <p>除DEKRA SH故意和重大过失之外，人身伤害、产品责任法定定义下的责任、客户基于任何法律原因就直接和间接损失所提出的其他诉求，特别是由于违反责任或违法行为而要求赔偿损失的诉求以及并非基于订单本身的损害赔偿请求应予以排除，倘若其已超出第4.2、4.3、5.2至5.6条规定的DEKRA SH应承担的保证和责任。该规定适用于DEKRA SH员工、执行助理，特别是专家的个人责任。</p>
<p><b>7. Terms of Payment and Prices</b></p> <p>7.1 Unless a fixed price or other calculation basis has been explicitly agreed upon in writing, the Services</p>	<p><b>7. 支付条件和价格</b></p> <p>7.1 除非书面明确约定固定价格或其他计算依据，服务费用均应按照合同签订时的有效的</p>

<p>shall be billed in accordance with the fees outlined in the Schedule of Fees valid at the time of contract conclusion. If there is a period of more than 4 months between placement and completion of the order and there has been a fee increase in the meantime, then the modified new price shall be used as the basis of calculation. In the absence of a valid Schedule of Fees, remuneration must be agreed in the specific contract itself.</p> <p>7.2 Advance payments of 50% of the price may be required and/or partial invoices may be submitted for settlement for the Services already completed. The receipt of an invoice does not mean that the order has been billed completely by DEKRA SH.</p> <p>7.3 The prices/fees invoiced in accordance with Clause 7.2 and/or the final invoice after acceptance of the works shall be payable within 10 banking days after billing, insofar as no other agreement in writing has been made.</p> <p>7.4 DEKRA SH shall be entitled to charge interest amounting to 0.02% of the delayed payment per day if there shall be any delay on the part of the Customer to settle the invoice (i.e. if the invoice shall be in arrears) or of the Credit Customer to pay the due payment within the payment term. The invoice shall be deemed to be in arrears if the same is not settled as set out under Clause 7.3. If a particular date of payment is agreed upon, then the invoice shall become in arrears after that agreed date. For the purpose of this Clause, "Credit Customer" referred to the customer approved by DEKRA SH and signed Credit Customer Agreement with DEKRA SH.</p> <p>7.5 Prices quoted are exclusive of VAT, business taxes, additional taxes, any other local sales taxes and/or withholding taxes. Any relevant taxes are borne by the Customer.</p> <p>7.6 Objection to DEKRA SH invoice (if any) shall be proposed in writing and shall reach DEKRA SH within 10 days after receipt of the invoice by the Customer. DEKRA SH shall have sole discretion to decide whether or not to adjust the payment under the invoice and its decision shall be final.</p> <p>7.7 If the Customer fails to settle any invoice (in whole</p>	<p>费用表进行结算。若发出订单至完成订单的期限超过4个月，且此期间内费用上涨，则采用变更后的新价格作为计算依据。若无有效的费用表，则报酬支付应当在具体的合同中另行约定。</p> <p>7.2 DEKRA SH可要求支付50%的预付款，和/或就完成的部分服务出具账单以进行部分结算。收到一张账单并不意味着DEKRA SH已就整个订单收取了费用。</p> <p>7.3 若无其他书面合同约定，则根据第7.2条就价格/费用出具的账单，和/或在接受工作成果后开具的最终账单，均应在账单开具后的10个银行工作日内支付。</p> <p>7.4 若客户迟延支付账单金额，即账单到期却未予支付，或信用客户超过信用付款期限未支付，则DEKRA SH有权对客户每日按延迟支付款项的0.02%征收利息。若未根据第7.3条支付价格/费用，则账单金额应视为到期未付。若已另行约定支付日期，则在该日期之后，账单金额应视为到期未付。为本款目的，“信用客户”是指经DEKRA SH批准且与DEKRA SH签订信用客户协议的客户。</p> <p>7.5 报价价目不包括增值税、营业税，任何地方销售税、附加税和/或预扣税。相关税款由客户承担。</p> <p>7.6 若客户对DEKRA SH出具的账单有异议，则客户应书面说明，并于收到该账单后的10日内向DEKRA SH提交书面说明。DEKRA SH完全能自行决定是否需要调整该账单金额，其决定为最终决定。</p> <p>7.7 若客户未支付DEKRA SH开具的账单金额（全部或部分），则DEKRA SH应有权暂停或终止所有应向客户提供的服务，且无须承担损害赔偿赔偿责任。</p> <p>7.8 若客户拟取消或延迟计划的审核日期，则应在该日期的五个工作日之前书面通知DEKRA SH。DEKRA SH有权要求客户支付在此取消/延迟之前已实际发生的服务价款并且进一步要求客户偿付因该取消/延迟所产生的额外费用。</p>
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<p>or in part) presented by DEKRA SH, DEKRA SH shall be entitled to suspend or terminate all the Services yet to be provided to the Customer without being liable to damages.</p> <p>7.8 If the Customer intends to cancel or postpone an audit date, the Customer should inform DEKRA SH in writing more than 5 workdays ahead of the audit date. DEKRA SH shall retain its claim to remuneration for the performance rendered up until then. Furthermore, DEKRA is entitled to charge the Customer any additional costs incurred by DEKRA SH in connection with such cancellation/postponement.</p>	
<p><b>8. Obligation to Confidentiality, and Copyright, Data Privacy Protection</b></p> <p>8.1 DEKRA SH shall be authorized to make file copies of written documents for its own records, which have been made available to it for review and which are necessary for the processing of the order.</p> <p>8.2 Insofar as expert opinions, test results, calculations, etc. are prepared in the course of processing the order and which are subject to the protection of copyright, then DEKRA SH shall grant a simple, non-transferable right of use to the Customer upon the written request of the Customer and subject to such terms and conditions as shall be imposed by DEKRA SH. DEKRA SH will transfer the right of use as far as necessary to reach the contractual aim and purpose. DEKRA SH does expressly not transfer any rights of use beyond that. In particular, the Customer is not entitled to change, modify or use the expert opinions, test results, calculations etc. outside its business in any way. Insofar as necessary for the purpose of the contract, expert opinions, test results, calculations, etc. may be disclosed to authorities and public bodies. The publication of expert opinions, test results, calculations, etc., in particular in the internet or other forms of media, and all other forms of disclosure to third parties are subject to the express advanced written approval of DEKRA SH.</p> <p>8.3 DEKRA SH, its staff and any experts which may be called in shall not, without proper authorization,</p>	<p><b>8. 保密义务，著作权，数据保密义务</b></p> <p>8.1 DEKRA SH应被授权对提供其审阅及处理订单所必需的书面文件进行复制，以记录存档。</p> <p>8.2 在处理订单过程中制作的受著作权保护的专家意见、测试结果、计算等，依据客户的书面请求DEKRA SH应赋予客户普通的且不可转让的使用权，但应遵守DEKRA SH制定的该一般条款及条件。为实现合同目标及目的，DEKRA SH可转让使用权。DEKRA SH不特别转让超出此项权利范围的其他任何使用权，特别是，客户不得在其业务之外以任何方式变更、修改或使用专家意见、测试结果和计算等。为实现合同之目的，专家意见、测试结果、计算等可披露给政府部门和公共团体。公开专家意见、测试结果、计算等，尤其是通过互联网、其他媒体方式，或者以其他任何方式向第三方透露，均须事先征得DEKRA SH明确的书面同意。</p> <p>8.3 在无相应授权的情况下，DEKRA SH、其员工或其指定的专家不得向外透露和使用其在工作中所获得的商业和业务信息。</p> <p>8.4 仅基于完成客户订单之目的，DEKRA SH方可处理和使用客户的个人数据资料。为此目的，DEKRA SH亦可使用数据资料自动处理系统。DEKRA SH已采取技术和组织手段以确保数据资料和业务处理数据资料受到保护。从事数据资料处理的DEKRA SH员工有义务严格遵守相应的法律法规和DEKRA SH关于数据资料保护的所有内部规定。</p>



<p>disclose and use trade and business matters about which they have gained knowledge during the performance of their work.</p> <p>8.4 DEKRA SH processes and uses personal data exclusively for the purposes of completing the order placed by the Customer. It also uses automatic data processing systems for this purpose. It has taken technical and organizational measures to ensure the protection of the data and the data processing operations. DEKRA SH staff involved in data processing is obliged to strictly comply with the relevant laws and regulations and all internal data protection rules of DEKRA SH.</p> <p>8.5 Data transmission between the parties shall not be transmitted to countries outside the People's Republic of China or other countries with restrictions on cross-border data transmission unless appropriate protective measures have been implemented in accordance with all applicable laws and regulations and specified in the corresponding data protection agreement.</p> <p>8.6 A data breach means a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to data transmitted, stored or otherwise processed. If a Customer suffers a data breach, the Customer shall notify DEKRA SH immediately.</p> <p>8.7 The Customer shall and shall procure its employees, agents or consultants to keep confidential any quotation offered by DEKRA SH with respect to the Services.</p>	<p>8.5 双方之间的数据传输不应传输至中华人民共和国之外的国家或其他有数据跨境传输限制的国家，除非根据所有适用的法律法规已经实施了适当保护措施，并签订相应的数据保护协议予以明确。</p> <p>8.6 数据泄露意味着违反安全规定，导致意外或非法破坏、丢失、更改、未经授权披露或访问传输、存储或以其他方式处理的数据。如果客户发生数据泄露，应当在数据泄露后立即通知德凯。</p> <p>8.7 客户应当且客户促使其雇员、代理人或顾问应当DEKRA SH就服务提供的报价保密。</p>
<p><b>9. Applicable Law</b></p> <p>9.1 This Agreement shall be governed and construed in accordance with the laws of China.</p> <p>9.2 Any dispute arising in relation to or as a consequence of this Agreement, which cannot be settled amicably through negotiations between the parties, shall be subject to the jurisdiction of the competent court at the place where DEKRA SH is registered.</p>	<p><b>9. 法律适用</b></p> <p>9.1 本协议应受中国法律制约，并按中国法律解释。</p> <p>9.2 与本协议相关或由本协议引起的任何争端，如果双方不能友好协商解决，应提交DEKRA SH注册地有管辖权的法院管辖。</p>
<p><b>10. Export Control</b></p> <p>10.1 Customer understands, acknowledges, and agrees that the export, re-export, and transfer of any instrument, computer, hardware,</p>	<p><b>10. 出口限制</b></p> <p>10.1 客户了解，承认并同意由DEKRA SH提供或将要由DEKRA SH提供的任何仪器、计算机、硬件、组件，零件，备件、消耗品，附件、其他产品、</p>

component, part, spare part, consumable, accessory, other product, software, software update, technical data, service, or technical assistance provided, or to be provided, by DEKRA SH (individually, an “Item” and, collectively, “Items”) is subject to applicable export, import, customs, anti-boycott, and economic sanctions laws; regulations; rules; directives; and orders (individually, a “Export Control Law,” and collectively, “Export Control Laws”). The parties agree to comply with the Export Control Laws. Customer understands, acknowledges, and agrees that (i) compliance with the Export Control Laws that apply to it is of utmost importance to DEKRA SH, and (ii) DEKRA SH’s obligations hereunder are specifically contingent on compliance with the applicable Export Control Laws. Customer understands, acknowledges, and agrees that suppliers of Items, including hardware manufacturers and software providers, impose restrictions on DEKRA SH regarding the transfer of Items supplied, or to be supplied, by them to others that may go beyond the scope and restrictions of the applicable Export Control Laws, and that DEKRA SH is contractually bound to adhere to such additional restrictions (“Export Control Restrictions”). Subject to the preceding provisions, Customer shall not export, re-export, otherwise transfer, provide, or use any Item, or any product incorporating an Item, directly or through others, in contravention of any Export Control Law or any end-user certificate provided to DEKRA SH, including (a) to a destination subject to an applicable embargo where that act would be in breach of any applicable term of such embargo, including Russia, Republic of Belarus, Crimea (including Sevastopol), Cuba, Iran, North Korea, and Syria (an “Embargoed Destination”) or to a government affiliate of any Embargoed

软件、软件更新、技术数据、服务和技术支持（统称为“产品”）的出口，再出口和转让，须遵守出口，进口，海关，反抵制和经济制裁法律，法规，条例，官方指令和命令（统称为“出口管制法律”）。双方同意遵守出口管制法律。客户了解，承认并同意（1）遵守出口管制法律对DEKRASH极为重要，（2）DEKRASH在本合同项下的义务取决于须遵守的出口管制法律。客户了解，承认并同意，物品供应商（包括硬件制造商和软件提供商）对DEKRASH所提供或将要提供的产品运输上施加的限制，可能超出出口管制法律的范围和限制，但DEKRASH在合同上有义务遵守此类附加限制（“出口管制限制”）。除前款规定外，客户不得违反任何出口管制法律或提供给DEKRASH的最终用户证明，直接或通过其他方式出口或再出口任何产品，或以其他方式转让、提供或使用任何产品或包含该物料的产品，包括（1）运至适用的禁运目的地，包括俄罗斯，白俄罗斯，克里米亚（包括塞瓦斯托波尔），古巴，伊朗，北朝鲜和叙利亚（“禁运目的地”）或任何禁运目的地的政府分支机构（无论位于何处），（2）任何列在由美国商务部、财政部、国务院或欧盟发布的受限制名单上（或拥有或控制，或集体或个人，或直接或间接）的任何人士，或任何受禁运目的地控制，或代表或位于任何禁运目的地的任何人（“受限制方”），或（3）与生化武器、核武器、无人机或导弹的研究、开发、生产、测试、提供、交付或使用有关的任何军事或其他最终用途，或与核爆炸活动、未受保障的核活动或核燃料循环活动有关的任何最终用途，或将产品用于任何其他被禁止的最终用途。客户特此证明其并非受限制方，且仅将产品用于非军事用途。

10.2 DEKRA SH可自行决定为产品/服务的提供，出口，再出口，国内转让申请许可证，但DEKRASH决定不申请许可证，或延迟获取许可证，或相关出口管制机构拒绝授予许可证，DEKRASH均不承担任何责任，也不应被解释为DEKRASH未对客户承担任何法律，合同或其他义务。客户了解，承认并同意（1）DEKRA SH未收到其要求提供的所有出口相关文件，包括最终用户证明，或者DEKRASH认为必要的政府批文，或（2）DEKRASH认为向客户或其指定人员出口，再出口，国内转让，交付或提供产品可能违反任何出

Destination, wherever located, (b) to anyone listed on (or owned or controlled, collectively or individually, directly or indirectly, by one or more persons on) restricted parties list issued by the U.S. Departments of Commerce, Treasury, or State, or the European Union, or to anyone under the control of, acting for or on behalf of, or located in any Embargoed Destination (each, a “Restricted Party”), or (c) for any military or other end use related to the research on, development, production, testing, provision, delivery, or use of chemical, biological, or nuclear weapons, unmanned air vehicles, or missiles, or for any nuclear explosive activity, unsafeguarded nuclear activity, or nuclear fuel cycle activity, or for any other prohibited end use. Customer hereby certifies that it is not a Restricted Party and that it will only use the Items for non-military, peaceful purposes.

10.2 DEKRA SH may determine, in its sole discretion, to apply for a license for the export, re-export, in-country transfer, or provision of an Item/Services, but neither DEKRA SH’s determination not to apply for a license, any delay in obtaining a license, nor the denial of a license by the applicable export control authority shall subject DEKRA SH to any liability whatsoever or be construed as a failure or breach by DEKRA SH of any legal, contractual, or other obligation to Customer. The Customer understands, acknowledges, and agrees that (i) if DEKRA SH has not received all export-related documentation requested by DEKRA SH, including end-user certificates, and/or the governmental approvals that DEKRA SH, in its sole discretion, deems to be required, or (ii) if DEKRA SH determines, in its sole discretion, that the export, re-export, in-country transfer, delivery, or the provision of an Item to Customer or its designees could potentially violate any applicable Export Control Law or an Export Control Restriction (each, an

出口管制法律或出口管制限制(“出口管制阻碍”), 那么在上述(1)和(2)的情况下, 即使本合同或相关销售/服务文件中有相反规定, 除DEKRA SH可享有的任何其他救济之外, DEKRA SH还有权在适用法律允许的最大范围内自行决定延迟、暂停、取消和/或完全不向客户履行出口, 再出口, 转让, 交付, 提供, 安装, 维护, 修理和/或更换相应的产品, 且DEKRA SH及其关联公司无需承担任何责任。

10.3 客户同意, 上述(b)和(c)中提及的DEKRA SH的任何决定、行动或不作为均不应被客户、法院解释为DEKRA SH未能履行或违反其应对客户承担的任何法律、合同或其他义务。在适用法律允许的最大范围内, 客户特此无条件放弃并豁免其对DEKRA SH或直接或间接控制DEKRA SH的任何人在出口管制阻碍或在DEKRA SH作出上述决定, 行动或不作为的情况下发生的任何种类的明示或暗示的保证。对于因客户违反或涉嫌违反本节或任何出口管制法律而产生的所有责任、损失、成本、索赔、损害赔偿和费用(包括律师费和费用), 客户应向DEKRA SH赔偿、辩护并使其免受损害。如果产品的转售或转让违反了任何出口管制法律或本合同的规定, DEKRA SH不对此产品提供任何服务。

“Export Control Impediment”), then in each case (i) and (ii) above, notwithstanding any provision in this Contract or in related sales or service documentation to the contrary, DEKRA SH shall have the right to the fullest extent permitted by applicable law, in its sole discretion, in addition to any other remedy it may have, to delay, suspend, cancel, and/or fully refrain from the export, re-export, transfer, delivery, provision, installation, maintenance, repair, and/or replacement of the respective Item(s) to Customer without any liability whatsoever to DEKRA SH and its affiliates.

10.3 The Customer agrees that no determination, action, or omission by DEKRA SH described in clauses (b) and (c) above shall be construed by the Customer, a court, or otherwise as a failure or breach by DEKRA SH of any statutory, contractual, or other obligation to the Customer. To the fullest extent permitted by applicable law, the Customer hereby disclaims and the Customer hereby unconditionally waives and releases any and all actual or potential rights Customer might have against DEKRA SH or any person directly or indirectly controlling DEKRA SH regarding any form of warranty, express or implied, of any kind or type, in the event of, or arising from, any Export Control Impediment or any related determination, action, or omission of DEKRA SH described above. Customer shall indemnify, defend, and hold harmless DEKRA SH against any and all liability, losses, costs, claims, damages, and expenses, including attorneys' fees and expenses, arising or resulting from Customer's violation or alleged violation of this section or of any Export Control Law. If Items are resold or transferred in violation of any Export Control Law or the provisions of this Contract, DEKRA SH shall not be obligated to provide any service or anything else for such Items.

<p><b>11. Miscellaneous Provisions</b></p> <p>11.1 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.</p> <p>11.2 Nothing in these General Terms and Conditions shall be considered to form a partnership between the parties. No party shall represent that it acts as agent for another or has any capacity to bind another in any contractual or other arrangements</p> <p>11.3 Save as herein otherwise provided any notice required to be given hereunder shall be sufficiently given if given in writing or by facsimile, e-mail, internet or other possible means to the last known postal address or fax number or e-mail address of the addressee and every notice shall be deemed to have been received and given at the time when in the regular course of transmission it should have been delivered at the address or fax number or e-mail address to which it was sent.</p> <p>11.4 The report or certificate to be issued or which has been issued by DEKRA SH does not relieve the Customer's seller(s)/supplier(s) from their contractual responsibility with regards to the quality/quantity of the products under test nor does it prejudice the Customer's right to claim against the seller(s)/supplier(s) for compensation for any apparent and/or hidden defects during DEKRA SH's random inspection or testing or audit.</p>	<p><b>11. 其他</b></p> <p>11.1 若本一般条款及条件中的任何条款依据管辖法律违反法律规定、无效或无法执行，不影响其他条款的合法性、有效性或可执行性，也不影响或削弱该条款根据其他管辖法律的合法性、有效性或可执行性。</p> <p>11.2 本一般条款及条件不在各方之间形成合伙关系。任何一方均不得以另一方代理人的身份出现，也不得表明其有权利订立对另一方具有约束力的合同或安排。</p> <p>11.3 除非另有规定，依据本一般条款及条件所要求的任何通知以书面形式，或通过传真、电子邮件、网络或其他可能的方式发送至最后知晓的收件人的邮寄地址、传真号码或电子邮箱方为有效送达。在正常传送情况下，通知应已发送至其寄发的地址、传真号码或电子邮箱之时，该通知即被视为已收到或送达。</p> <p>11.4 DEKRA SH即将出具或已经出具的报告或证书不能免除客户的卖方/供应商在合同中关于测试产品质量/数量的责任，该报告或证书也不能影响客户在DEKRA SH随机抽查、测试或审核期间就产品明显以及/或隐蔽的瑕疵向客户的卖方/供应商提出损害赔偿的请求权。</p>
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