

§ 1 / Scope of application 1 These GTC apply between Hangzhou DEKRA Certification Co., Ltd.('DEKRA Hangzhou')and its customer. Conflicting or deviating terms and conditions of the customer shall not be recognized. These GTC shall also apply in their currently valid version to follow-up orders and to ongoing business relationships. 2 DEKRA shall provide its services exclusively for the customer. Third parties shall only be included in the scope of protection/services if this has been expressly contractually agreed.	§ 1.适用范围 1. 本一般条款与条件适用于杭州德凯认证有限公司（以下简称“DEKRA ”）与其客户之间，客户的条款及条件与此对立或有差异则不能被认可。本一般条款与条件的当前有效版本亦适用于后续订单及持续的业务关系。 2. DEKRA 仅向客户提供其服务。第三方仅在合同明确约定时方可被纳入保护/服务范围。
§ 2 / Client obligations If an agreed date for the execution of the order has to be postponed for a reason for which the customer is responsible, DEKRA shall be entitled to reasonable compensation. The amount of compensation is usually calculated from the order value (in relation to the affected date) minus saved expenses and is due as follows: ▪ If the appointment is canceled no later than 14 calendar days before the already agreed date, 20 percent of the order value minus saved expenses will be charged. ▪ If the deadline is canceled no later than 5 calendar days before the agreed deadline, 50 percent of the order value minus saved expenses will be charged. ▪ If the appointment is canceled less than five calendar days before the already agreed date, the full order value minus saved expenses will be charged. In any such case, the client shall be entitled to prove that no or less damage has been incurred.	§ 2.客户义务 若因客户原因须推迟约定的订单执行日期，DEKRA 有权要求合理的补偿。补偿金额通常按订单价值（与受影响日期相关）减去未用开销进行计算，并按下述方式到期支付： • 若取消日期距原定日期不迟于 14 个日历日，客户须承担订单金额的 20% 减去未用开销； • 若取消日期距原定日期不迟于 5 个日历日，客户须承担订单金额 50%减去未用开销； • 若取消日期距原定日期不足 5 个日历日，客户须承担订单金额的全部减去未用开销。 在上述任何情况下，客户均有权证明未发生损失或损失或者少于其需要支付的费用。
§ 3 / Data use/protection DEKRA stores, processes and uses the customer's personal data for the purpose of proper order fulfillment. DEKRA guarantees compliance with the requirements of the laws and regulations in relevance to national data protection.	§ 3. 信息数据使用和保护 DEKRA 为正当履行订单之目的存储、处理和使用客户的个人数据。DEKRA 确保遵守国家信息安全相关法律法规的要求。
§ 4 / Terms of payment 1. Unless otherwise agreed, the remuneration is net, plus the statutory value added tax at the applicable amount. 2.The remuneration shall be regulated in the offer or in the order confirmation. If this is not the case, the DEKRA price list valid at the time shall apply insofar as it is known or should be known to the customer, otherwise the usual remuneration shall be deemed agreed.	§ 4.付款条件 1. 除非另有约定，报酬为净额，另加适用金额的法定增值税。 2. 报酬应在报价或订单确认书中规定。若未作规定，则适用 DEKRA 当时有效的价格表。在此种情况下，这些价格已经或者应该被客户知晓，否则标准报酬视为被客户接受。

3 DEKRA shall be entitled to increase prices at the beginning of a certification cycle in the event of increased overheads and/or procurement costs. This shall be done by written notification, which must be sent in text form no later than one month after the start of the respective certification cycle. If the total impact of the cost-based adjustment in this paragraph exceeds 5% per contract year, the customer is entitled to terminate the contract with two weeks' notice after receiving the notification, effective at the end of the amendment period. If the contract is not terminated thereafter, the amended prices will be deemed agreed upon after the amendment period has expired. 4. Invoices shall become due for payment upon receipt by the debtor. 5. Offsetting with non-synallagmatic (mutual) counterclaims is excluded unless these are undisputed or have been legally established. The same applies to a right of retention of the client with regard to the remuneration to be paid. 6. DEKRA shall be entitled to demand advance payments against the provision of security in the corresponding amount. Advance payments for partial services rendered may be demanded. 7. The certification fee shall be paid directly by customer ("entrusting party") to DEKRA.	3. DEKRA 有权在认证周期开始时因管理和/或采购成本增加而提高价格。该提价应通过书面通知进行，且须在相关认证周期开始后不迟于一个月内以文本形式发送。 若本款中基于成本的调整总影响在每个合同年度超过 5%，则客户有权在收到通知后提前两周通知解约，解约在变动期结束时生效。 若此后合同未被终止，则视为客户已同意变动期满后调整的价格。 4. 负有付款义务的一方应在收到发票后立即付款。 5. 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应付款。 6. DEKRA 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服务预付款。 7. 认证费用应由客户（认证委托人）向 DEKRA 直接支付。
§ 5 / Termination of the contract 1. The contract may be terminated by either party in text form at any time for good cause. A valid reason exists if, taking into account all the circumstances of the individual case and weighing the interests of both parties, it is unreasonable to expect one party to continue the contract until the agreed termination date. DEKRA is entitled to terminate the contract for good cause in particular if ▪ performance of the contractually owed service is disrupted for more than a total of three months for reasons for which DEKRA is not responsible; ▪ the customer unlawfully attempts to falsify or influence the outcome of the contract or to impair the independence, impartiality, or integrity of the service provision; ▪ insolvency proceedings are opened against the client's assets or such proceedings are rejected for lack of assets, the customer generally suspends payments, or the customer's financial situation deteriorates significantly; ▪ the customer has not paid a due invoice within a reasonable period despite a reminder; ▪ the customer breaches essential obligations to cooperate, provide information, or tolerate certain actions and fails to remedy this breach	§ 5. 终止合同 1. 任何一方均可以在任何时候以文本形式并且出于正当理由终止合同。存在正当的情形为：在考虑个案全部情况并权衡双方利益后，无法合理期待一方继续履行合同至约定的终止日。 DEKRA 尤其有权因以下正当理由终止合同： ▪ 因非 DEKRA 负责的原因，合同约定服务的履行中断总计超过三个月； ▪ 客户非法试图伪造或影响合同结果，或损害服务提供的独立性、公正性或完整性； ▪ 客户资产启动破产程序或因资不抵债而驳回该程序，客户普遍停止支付，或客户财务状况显著恶化； ▪ 客户在催告后仍未在合理期限内支付到期发票； ▪ 客户违反重要的合作、提供信息或容忍义务，且在给予合理期限后仍未纠正该违约行为； ▪ 合同约定或法律认可的其他重要原因。

even after a reasonable period of time has been set; ▪ other important reasons agreed upon in the contract or recognized by law exist. 2. In the event of termination of the contract for good cause on the part of DEKRA, in the event of impossibility of performance resulting from the customer's sphere of risk/responsibility and in the event of termination without notice on the part of the customer, DEKRA shall retain the claim to remuneration for the services rendered up to that point. With regard to services not yet provided by DEKRA, it must deduct from the remuneration due for these the expenses which it acquires or maliciously fails to acquire by using the manpower elsewhere. DEKRA shall be entitled to set the expenses saved in the above sense at a flat rate of 60%, i.e. 40% of the agreed remuneration, unless the customer provides evidence of higher expenses saved. 3. DEKRA may refuse to provide further services in the cases referred to in § 5.1	2. 若因 DEKRA 一方的正当理由而终止合同、因客户风险/责任范围导致合同不能履行, 或因客户一方无通知解约, DEKRA 保留对截至该时点已提供服务的报酬请求权。对于 DEKRA 尚未提供的服务, DEKRA 应从该服务应付报酬中扣除其通过将人力另作他用而实际节省或恶意未节省的费用。DEKRA 有权将上述节省费用按 60% 的统一费率设定, 即客户支付约定报酬的 40%, 除非客户能提供更多费用节省的证据。 3. 在 § 5.1 所述情形下, DEKRA 也可拒绝提供进一步服务。
§ 6 / Warranty The warranty period shall end one year after the start of the statutory limitation period, unless DEKRA has fraudulently concealed the defect.	§ 6.保证 除非 DEKRA 恶意隐瞒缺陷, 保证期应在法定时效期限开始后一年后结束。
§ 7 / Liability 1.DEKRA shall be liable without limitation for damages resulting from injury to life, body or health, for claims under the law on product liability and for guarantees given as well as for other damages resulting from an intentional or grossly negligent breach of duty attributable to DEKRA. 2.In the event of slight negligence, DEKRA shall only be liable for the breach of material contractual obligations (obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the customer regularly relies and may rely) and limited to the foreseeable damage typical of the contract.In such cases, the liability is limited to a maximum of 2 times of the amount of contract for specific service. 3. Insofar as claims for damages against DEKRA are excluded, this shall also apply with regard to the personal liability of DEKRA employees, except in the case of intentional acts. 4.Claims for damages pursuant to § 7 clause 1 shall become time-barred in accordance with the statutory provisions. Claims for damages pursuant to § 7 clause 2 shall become time-barred one year after the statutory commencement of the limitation period.	§ 7.责任 1.针对与产品责任法规和保证有关的索赔, 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. 在轻微过失情况下, DEKRA 仅对违反实质性合同义务 (即对合同适当履行至关重要、且客户通常可依赖其履行的义务) 负责, 且仅限于可预见的、典型的合同损害。在此类情况下, 赔偿责任以具体服务合同金额的 2 倍为限。 3. 只要对 DEKRA 的损害赔偿请求被排除, 该排除同样适用于 DEKRA 员工的个人责任, 但故意行为除外。 4. § 7 第 1 款下的损害赔偿请求依法定规定时效。 , § 7 第 2 款下的损害赔偿请求在法定时效开始后一年失效。

5. The limitations of liability shall also apply if liability towards a person other than the client should be justified. If third parties are included in the scope of protection of the contractual service, the client must inform these third parties of the above-mentioned limitation of liability and the exact scope of services before using the service.	5. 当责任针对的是个人而非客户时，责任限制应同样适用。如果合同服务保护范围涉及到第三方，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
§ 8 Place of performance and prohibition of assignment Final provisions 1.The place of performance for all services is Hangzhou insofar as the requirements of relevant regulations are met. 2.The assignment of claims to which the customer is entitled from the business relationship with DEKRA is excluded.	§ 8 .合同履行地点和禁止转让最终条款 1. 只要符合相关法规的前提条件，杭州应被视为所有服务的履约地点。 2. 客户因与 DEKRA 的业务关系而有权获得的权益不得转让。
§ 9. Place of jurisdiction and applicable law 1. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Hangzhou, China. 2 DEKRA does not participate in dispute resolution proceedings before a consumer arbitration board. 3. The law of the People's Republic of China shall apply exclusively to all business and legal relationships between the customer and DEKRA. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.	§ 9. 管辖地点和适用法规 1. 任何由合同关系产生或与之相关争议的唯一管辖地是杭州。 2. DEKRA 不参与消费者仲裁委员会的争议解决程序。 3. 客户与 DEKRA 之间的所有业务及全部法律关系仅适用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》并不适用。
§ 10 Final provisions Should any of the above provisions and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions that come closest to the economic purpose of the contract and the reasonable protection of the interests of both parties.	§10. 最终条款 若上述条款和条件中的某一条款是无效或者变得无效时，这并不影响其余条款的有效性。无效条款应由最接近合同经济目的且合理保障双方利益的条款取代。
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