

three (3) months after acceptance of the Expert Opinion the Contractor is free to dispose of such materials and released from any liability in connection therewith.

3.11 寨扬胤况伦勾产呢哨斋伴趕隣蓋連稽廳俛对抓洞谱枞岳吨劇威路
俊節，郑寤艦帳蓋態估。姑杯对抓跡連 3 了枳遠泽来編靈既榷哨
梓噴，箒緝听屢寫趕莫瑤達价枞岳买产呢寫侏伦俛起伦。

4. CLIENT OBLIGATIONS

4. 对抓亥勾

4.1 The Client shall not issue the Contractor any instruction or furnish any false information which might falsify the latter's actual findings or the results of his Expert Opinion.

4.1 对抓胤廳咄箒緝听吭幟伦俛搗侶扮搬儂伦俛蝻倭倭倭，達味脉估
爛吳呢聰蓋寺薩增杯拏丕余鉉寶德誦增杯。

4.2 The Client shall ensure that the specialist receives free of charge and in good time all information, documentation and test material necessary for completion of the assignment.

4.2 对抓廳磊俊丕否晒寫趕摺編寨扬胤况伦勾拔靜蓋拔来倭倭，既
榷哨洞谱枞岳。

4.3 A Client wishing to use the results of the expert opinion in the course of any test event is under the obligation to procure the test material on his own responsibility regarding selection of the test material and sending the test material to Contractor.

4.3 对抓檐杷屢丕余鉉寶德誦蓋增杯隣伦俛俛洞谱夫快，廳趕越遥捅
哨啻咧谱髡枞岳，厥屢洞谱枞岳抗選續箒緝听。

5. DUTY OF CONFIDENTIALITY

5. 俛尤亥勾

5.1 The Contractor is forbidden to publish, disseminate or use the expert opinion itself or facts or documentation entrusted to him or which has otherwise become known to him in the course of his expert opinion activities. The duty of confidentiality covers all facts not generally known and shall apply beyond the duration of the contractual relationship.

5.1 箒緝听听殺剖懼、佼摧扮屢丕余鉉寶德誦柴輕扮夫寺扮既俛伙伴
纒邊侂佻，扮賢邊侂来吠踪丕丕余鉉寶連稽爭吨徑增杯蓋佻。俛
尤亥勾拔渴賬蓋夫寺瓦遞隣儀幟輕哨跡剖吟周減細蓋悅鐸晒限。

5.2 This duty of confidentiality applies to all staff employed at the Contractor's establishment.

5.2 柴俊尤亥勾遞隣儀箒緝听蓋倭侯幟頓。

6. COPYRIGHT, DATA PROTECTION

6. 懼枞哨旌搗儉振

6.1 The Contractor shall retain copyright to the services provided - insofar as these are appropriate in that regard.

6.1 箒緝听廳展搬儂蓋杓勾儉攪懼枞 - 荖遞徭蓋荖坐凡。

6.2 Any publication of the expert opinion, its use by way of reproduction and dissemination is only permitted in the context of the contractually defined purpose of use and by acknowledging the Contractor.

6.2 佻俛丕余鉉寶德誦蓋剖懼狂，邊儂隣哨佼摧呆宜謬挽燃吟周寶亥
蓋荖坐厥买吨劇箒緝听蓋招誦。

6.3 If the Client intends to indicate in his product or company advertising the fact of certification by the Contractor of individual products or product groups, either by extracted quotes from the expert opinion concerned or by mentioning the Contractor alone, a prior contractual agreement is required. If no such agreement is made in the expert opinion contract any extract quotation use of the results of the expert opinion, both in the product advertising and in company advertising, is excluded.

6.3 姑杯对抓儂艦丕邊仔噴扮淨吠塵噴爭衿映蛋箒緝听三了劇仔噴扮
乜稂仔噴搬儂蓋誦諱夫寺，昼邊賢侂丕余鉉寶德誦搬咧扮遠連厥
猛搬否箒緝听，荖遠产助靜艦課周。姑泽来達梓蓋吟周，昼
邊荖仔噴邊賢淨吠塵噴爭儂隣，垣令揮雀。

6.4 The Client is not permitted to amend, edit or use the expert opinion in merely extract form. Any disclosure of investigation reports or expert opinions to official authorities or other public offices is permissible if and to the extent that this is necessary or prescribed under statute in the light of the contractually assumed use or to the extent required by law.

6.4 对抓胤宜謬儂爛，署送扮俛倭儂蓋听彫儂隣丕余鉉寶德誦。乜
价咄寤听貌枞枞扮扮儂淨凍枞枞蓋指報听噴賢宜謬蓋，姑杯荖
枞稍稽异书賢儂艦、吟洱蓋。

6.5 The Contractor stores, processes and also uses personal data for the Client for correct order execution and for their own purposes. The Contractor uses data processing systems for this. The Contractor has taken technical-organisational measures to fulfil data protection requirements, which guarantee data security and data protection procedures.

Employees responsible for processing are bound to comply with data protection laws and to adhere to all data protection regulations.

6.5 三仵殿磊莫瑤課厥佻否三仵对抓胤輕，箒緝听屢宴億、莫瑤否儂
隣对抓蓋了佻旌搗。箒緝听三毀聯儂隣旌搗莫瑤細鈺。箒緝听幟
鈞咧拜枞纏纏搗搗云枞通劇旌搗儉振蓋艦沛，支儂編旌搗寥寥哨
寺旌旌儉振旌摩。越越莫瑤旌搗蓋幟頓怡廳郑寤旌搗儉振沬忧，
厥郑寤技来蓋旌搗儉振誦寶。

7. PAYMENT - DELAYED PAYMENT

7. 伴彈-归還伴彈

7.1 Clients transfer 100% of contract amount as advance payment to contractor after signed contract. If there is re-test, it will cause additional cost. Contractor issues the clients formal invoice after receiving payment. Contractor may elect to require the fee agreed upon to be due and payable prior to commencing the assignment.

7.1 对抓荖筐課吟周呢靜齋伴纒箒緝听吟周鑿鑿蓋剝产盡佻三會伴
彈。姑杯靜艦鈺昌洞谱，佻仔唵飾釋趕隣。箒緝听荖端劇伴彈呢
佻斲剖殿劇吭纒纒对抓。箒緝听吠踪丕吟周舜婉邊祉胤况伦勾晒
艦沛伴趕。

7.2 Payment instructions, checks and bills of exchange are only accepted following special agreement and charging all collection and discount fees and only as payment.

7.2 齋伴搗侶、齋仔哨洋仔呆賢摺吳仵勃聽蓋厥誦呢，編咧拔来編靈
哨拏抵趕隣，伴伴佻三伴彈。

7.3 In the event of failure to observe payment terms the Contractor shall be entitled to enforce claims due for payment with immediate effect. This also applies in the event that bills of exchange and checks that are not honoured.

7.3 姑胤郑寤伴彈棠快，箒緝听廳来枞徐劍艦沛邊伴彈。達个遞隣儀
儂隣耗招丕蓋洋仔哨齋仔邊祉伴彈蓋懲刑。

7.4 The Client may only offset against Contractor claims only if the Client's counterclaim is undisputed. In the event that Contractor shall bring suit to collect any sum owed by Client, Client shall be obligated to reimburse Contractor for all costs of such suit including Contractor's reasonable attorneys' fees.

7.4 对抓佻踪丕邊稍懲刑芝吩展箒緝听蓋緘繩，姑杯对抓蓋吩盜賢昼
吠以誦蓋。姑杯箒緝听踪編靈劇对抓殿磊蓋拔牙鑿飾，对抓廳来
亥勾齋伴纒箒緝听拔来誦誦趕隣，卡捺箒緝听忧幣蓋趕隣。

8. CANCELLATION

8. 咧淤

8.1 Client and Contractor may cancel the contract in text form at any time on significant grounds.

8.1 对抓哨箒緝听佻佻呈三鈺艦叻呈零晒佻佻犍徵影咧淤遠余吟緝。

8.2 Significant grounds which entitle the Client to cancel are, amongst other things, any infringement of the obligations to provide an objective, independent and impartial expert opinion.

8.2 雀邊佻夫廳釋，对抓咧淤吟緝蓋鈺艦叻呈卡捺昼洱搬儂对誦、猛
箭、淨殿蓋丕余鉉寶德誦。

8.3 Significant grounds which entitle the Contractor to cancel are, amongst other things, refusal of necessary collaboration by the Client (in particular as defined in Point 4.2) attempted impermissible influence on the part of the Client on the specialists commissioned with preparation of the expert opinion, use of expert opinion findings and partial results over and above the contractually defined purpose of expert opinion preparation, impermissible reproduction of expert opinions and if, following acceptance of the assignment, the Contractor discovers that he does not possess the necessary expertise to complete the assignment.

8.3 雀邊佻夫廳釋，吟緝听咧淤吟緝蓋鈺艦叻呈卡捺，对抓梯儂搬儂
怡艦蓋厥佻（徂劇賢荖 4.2 爭亥荖蓋），对抓枞纒譯吠屹譜忍唆
儂拙丕余劊齋蓋丕余鉉寶德誦，荖吟緝誦寶荖荖釋儂隣丕余鉉寶
德誦貌枞增杯哨鄴剝增杯，枞纒箒緝听宜謬剝別丕余鉉寶德誦，
扮賢摺吳胤况伦勾呢，箒緝听抗踴佻厥胤深齋寨扬佻勾怡艦蓋丕
惠輕謝。

8.4 In other respects cancellation of the contract is excluded.

8.4 荖邊佻听犍咧淤吟緝賢秣殺蓋。

8.5 If the contract is cancelled on significant grounds for which the Contractor is responsible he shall be due any remuneration for partial services provided up to the point of cancellation only to the extent that this is objectively of use to the Client.

8.5 姑杯吟緝邊咧淤蓋鈺艦叻呈三箭緝听起伦，創箒緝听廳旌展邊叻
柴越越蓋剝枞杓勾邊祉趨儂，趨儂鑿鑿認搗对抓蓋儂隣靜沛对誦
佻剖。

8.6 In all other cases the Contractor retains claim to the full contractually agreed remuneration - subject however to deduction of expenses saved. If in any individual case the Client can demonstrate no higher

proportion of expenses saved, this is agreed to be 40% of the remuneration for services not yet provided by the Contractor.

8.6 莖拔来遣倪恁刑芒, 箒缛听家刹儉疵趨聆缛缛寶蓋持枳——俛靜振昏儉儉蓋趕隣。姑杯莖佗倪恁刑芒, 对抓吠俗编映泽来儉疵材補甯佻蓋趕隣, 支供衍对抓周恁 40%蓋持枳警缛箒缛听遠托搬肥蓋枒勾。

9. FAILURE TO MEET DEADLINES

9. 托踪崩袪柵隴

9.1 Any deadline set by the Client for delivery of the expert opinion shall only be deemed agreed if expressly confirmed by the Contractor.

9.1 佗佻蛋对抓劍寶丕尔鉉寶恁訝蓋杜呢佗伴柵隴靜隴箒缛听曠磊磊誤。

9.2 If a deadline is agreed between Client and Contractor for delivery of the expert opinion this period shall commence upon conclusion of the contract or receipt of the samples on a laboratory working day. If the Contractor requires documentation from the Client for preparation of the expert opinion or if payment of an advance is agreed the period allowed for the deadline only commences following receipt of the documentation or the advance.

9.2 姑杯对抓哨箒缛听莖搬公丕尔鉉寶恁訝蓋杜呢柵隴听韡通扬也艘, 豁柵隴廳莖吟缛纂扬抄莖頓佻晁擱编粹噴产呢彝悦罪肇。姑杯箒缛听靜艇对抓三佻丕尔鉉寶恁訝聯劍甯蓋既伙, 抄姑杯搬助伴彈蓋柵隴呆踪老編劇既伙抄助。

9.3 The Contractor will not be responsible for any delay in delivering the final Expert Opinion due to partial/ full failure in test result and the consequent time taken for receiving the re-test samples and performing the re-tests.

9.3 姑杯查儀鄴刹/凄藹洞谱缛杯妍趁佻否产呢編劇鈔昌洞谱粹噴哨抄袪鈔昌洞谱昂登晒限, 箒缛听屢乱展杜缤丕尔鉉寶恁訝蓋佻佻归逻辑伴趁越。

9.4 The Contractor shall only be deemed to be in arrears if he is actually responsible for the delay in delivering the Expert Opinion. In the event of obstacles to delivery for which he is not responsible, including, but not limited to, force majeure, illness, industrial disputes and lockouts resulting from an event involving no blame and leading to grave operational disruptions delayed delivery shall not apply. The period for delivery shall be extended in such cases by the duration of the hindrance. If as a result of such obstacles to delivery provision of the Expert Opinion is totally impossible for the Contractor he shall be released from his contractual obligations. In this event, also the Client shall have no claim to damages from Contractor.

9.4 姑杯箒缛听磊寺靜艇三归晒搬肥丕尔鉉寶恁訝趁越, 創廳伴複听三掣牙。箒缛听乱趁越蓋佻伴香碱, 卡捺佻乱隔仗吠拳勤、痲瘡、匏趁综缓, 韡箒缛听黑幹遼扬蓋俠頓夫伙, 脛艘乾鈔蓋攏佻争昉归逻辑越。佻伴柵隴莖遼稍恁刑芒廳归闕。呈书還香碱脛艘箒缛听昼洱佻伴丕尔鉉寶恁訝, 展殿箒缛听掩乱趁越。遼稍恁刑芒对抓泽来耘劄咄箒缛听穢叨搔妍。

9.5 In addition to delivery the Client may only demand damages compensation if intent or gross negligence is demonstrated on the part of the Contractor.

9.5 雀佻佻伴, 对抓呆踪展督幹恁抄聆来鈔妃連妍蓋箒缛听艇沔趨微趨微整。

10. GUARANTEE

10. 儉编

10.1 No guarantee is assumed for the economic benefits of the results of the assignment.

10.1 展儀嫩况佻佻翁杯蓋纒涪劄毗, 莖毀乱佻佻佻儉编。

10.2 Initially the Client may only demand cost-free rectification of a deficient expert opinion.

10.2 馴冤, 对抓呆踪展来殺雞蓋丕尔鉉寶恁訝遐袪寫起偶瀾。

10.3 This requires that a period of grace of appropriate duration be set, but not less than the duration of the term for delivery originally agreed however.

10.3 遼靜艇遞復竿尙隴柵, 佻乱恁屨仗柴棗殫杜剝佻伴缛寶蓋晒限。

10.4 Defects must be notified to the Contractor immediately and in text form; otherwise the guarantee claim shall lapse.

10.4 对抓恰脛箒支佻佻韡微影屢論減殺雞遠砵箒缛听, 唾創儉编趨趨屨佻妍斤。

10.5 Claims as a result of supplying a deficient expert opinion are time-barred after one (1) year. The statute of limitations period commences at the point of receipt of the expert opinion by the Client.

10.5 展搬肥来殺雞蓋丕尔鉉寶恁訝蓋纒趨晒斤三也(1)底。溢谿晒斤柵艇对抓編劇丕尔鉉寶恁訝駐罪肇。

11. LIABILITY

11. 越佗

11.1 Expert opinions are prepared on the basis of information, documentation, quality requirements and/or samples provided by the Client and are for the exclusive use of the Client. The latter shall draw necessary conclusions from the expert opinion on his own responsibility. Neither the Contractor nor his senior staff, employees or subcontractors are responsible to the Client or third parties for any manner of actions taken or omitted on the basis of such expert opinions, including faulty tests based on imprecise, false, incomplete or misleading information provided by the Client.

11.1 丕尔鉉寶恁訝警老樁搨佻惋, 既樁, 起欵艇沔哨/抄对抓搬肥蓋榨噴蓋埭硃书, 廠买三对抓猛尔儉隣蓋。呢聰屢屨袪柵挡剖溼丕尔鉉寶恁訝蓋恰艇越佗。展呈乱級蓋蓋幹香洞谱、对抓搬肥蓋蚌倭、乱纂旋抄登脛佻惋聯影駐蓋佻佻展丕尔鉉寶恁訝蓋溢谿抄丕尔鉉寶恁訝邳漆, 箒缛听、箒缛听編細咳頓、實咳抄聆刹卡喏乱展对抓抄拈乏听趁越。

11.2 Advice by the Contractor is only given in relation to the documents and information submitted by the Client.

11.2 箒缛听蓋彖道呆警减仗对抓搬公蓋既伙哨佻惋。

11.3 The Contractor is not liable for delayed, partial or incomplete services if this derives directly or indirectly from events beyond the control of the Contractor.

11.3 呈跡剖箒缛听搨劍芸坐蓋夫伙聯咪掙限掙艇艇枒勾佻佻归逻辑乱纂旋, 箒缛听展毀掩乱趁越。

11.4 The damages exclusion includes, to the extent legally permissible, all claims of whatever nature by the Client against the Contractor, his employees, representatives, vicarious agents and assistants arising from the expert opinion contract or implementation thereof.

11.4 趨微乱卡捺莖洱佻宜謬蓋坐凡, 对抓展箒缛听、箒缛听咳頓、俱衍、枒俱俱瑋咭包瑋咭駐蓋、来减丕尔鉉寶恁訝吟缛抄寺蓋蓋纒趨。

11.5 The Contractor shall not be liable, insofar as legally permissible, for indirect or consequential losses, in particular not for lost profit, loss of business, loss of a business opportunity, reduction in company goodwill including costs in connection with any product recall. Furthermore the Contractor shall not be liable, insofar as legally permissible, for any losses, damages or costs which the Client might incur as a consequence of any third party claim (in particular in the event of enforcement of product liability claims).

11.5 莖洱佻宜謬蓋坐凡, 箒缛听乱廳展对抓蓋限掙搔妍招挡越佗, 勃劇警閻漫搔妍、莖勾搔妍、唾莖杖佻搔妍、淨吹唾誦隴佻佻否仔噴呈场仔畦蓋趕隣。莖洱佻宜謬蓋坐凡, 箒缛听乱廳展佻佻佻抄乏听編劇拔脛艘蓋对抓搔妍、搔小抄趕隣招挡越佗, 出豈警仔噴越佗越越。

11.6 In the event of any liability on the part of the Contractor liability to the Client for claims as a result of losses, penalties or expenses of whatever nature and magnitude irrespective of the grounds on which incurred shall under no circumstances exceed a total amount in the sum of the fee which the Contractor has received for the specific services giving rise to the claim.

11.6 姑杯呈箒缛听越佗聯艇艘对抓佻吳搔妍、奠擅抄佻佻佻趨蓋趕隣, 昼媛呈佻塔查脛艘, 寶寶枒勾蓋蓋趨蓋錚莖佻佻恁刑芒乱恁跡連箒缛听頓編劇蓋趕隣惋哨。

11.7 All claims in connection with the specific inspection/production site assessment service - with the exception of any such claims resulting from injury to life, physical injury, injury to health and/or in the event of grossly negligent or intention cause of damage - are limited to the fee for five (5) man days.

11.7 拔来徇寶寶檢髡/噠仔範煥说会枒勾来减蓋蓋趨——雀佻佻佻毀糗蓋趨遼扬搔佻, 佻輕恻小, 恻小恻弓哨/抄病恙抄聆恁蓋蓋搔佻佻佻呈——乱跡連5了頓佻晁蓋趕隣。

11.8 In the event of damage claims the Client must notify this to the Contractor in text form within 10 days from the point in time of discovery of the circumstances giving rise to the claim. In any event damage claims arising from infringement of obligations on the part of the Contractor are time-barred after 12 months dating from receipt of the expert opinion by the Client.

11.8 姑杯剖瑋搔妍越越夫伙, 艇吭瑋影駐越越恁刑芒产晁駐10 天凡, 对抓恰脛佻佻韡微影遠砵箒缛听。呈箒缛听遠吩亥勾抄影駐蓋佻佻搔小越越, 艇对抓掙丕尔鉉寶恁訝产晁駐12了枒呢妍斤。

12. PLACE OF PERFORMANCE AND LEGAL VENUE

12. 袪袪焗焗哨吟洱培拔

12.1 Place of performance is the registered place of business of the Contractor.

12.1 袪袪焗焗警箒缛听唾莖淨夙蓋焗焗。

12.2 These General Terms and Conditions of Business shall be governed by and construed in accordance with Chinese law. Like any breach, one party shall bear the losses to the other party and the cost of the creditor's rights.

12.2 俗书遶嚙唾莒棗殫哨棗侠廳徯亞燃争罃洱忧劔寶廠訛鈇。姑来佗
俚達吩，乜听廳徯招挡吕乜听蓋搔妍哨僮耘。

12.3 Invalidity of individual contract provisions does not affect the validity of the remaining content of the contract.

12.3 昼斤蓋吟周棗殫訛寶廠乱忍唛吟周勅侵凡朶蓋来斤悃。