

General Terms of Business and **Agreement for Service Contracts**

-hereinafter referred to as

"this Agreement"

between

VDE Global Supply Chain Services Co., Ltd.

3801A Block A. Shen Fang Plaza 3005 Ren Min South Road, Jiabei Community, Nanhu Street, Luo Hu District, Shenzhen, China 518001

- hereinafter referred to as

"VDE GSCS"

and customer

- hereinafter referred to as "customer"

§ 1 Scope

This agreement applies personally to all orders assigned to VDE GSCS. This agreement applies materially – as far as it is relevant – to all orders placed with VDE GSCS, on the basis of which VDE GSCS provides, inter alia, the following activities:

Testing of technical products, mainly electrotechnical components, appliances, product systems, machines, and equipment (hereinafter referred to as "products").

This includes, among other things, the following types of tests:

- Safety tests regarding electrical, mechanical, thermal, chemical, toxic, radiological and other hazards
 Test of the electromagnetic compatibility (EMC) and the
- impact of the electromagnetic fields (EMF)
- Testing of energy efficiency and environmental protection Acoustic and noise emission measurements
- Usability tests
- Testing of conformity with directives
- Factory inspections
- Pre-shipment inspections (PSI), During production inspections (DUPRO) and container Loading Supervisions (CLS)
- Factory Audits and Factory Evaluations
- Evaluations in the development, procurement, production respectively shipment process
- Document checks
- Issuing of expert opinions, statements and test reports for information
- Expertise regarding standards, other technical regulations and statutory provisions
- Other services, provided that they are related to the contract.

VDE GSCS will not accept any opposing or supplementary terms and conditions of the customer, even where such terms and conditions were transmitted to VDE GSCS in any purchase order, confirmation letter or in any other way and VDE GSCS does not expressly object to them. This also applies in the event that VDE GSCS provides services to the customer without reservation in knowledge of the customer's terms and conditions.

§ 2 General Provisions

- 1. VDE GSCS operates according to fundamental rules and procedures, which guarantee it is independent, impartial and nondiscriminatory.
- 2. The service of testing, inspection or quality consultancy as well as product release for delivery does not mean in any case that VDE GSCS takes over the responsibility for the warranty or quality of the product.

商业通用条款和服务合同协议

- 下称

"本协议"

达成于

卫德亿检测技术 (深圳) 有限公司

中国深圳市罗湖区南湖街道嘉北社区人民南路 3005 号 深房广场 A 座 3801A 室, 邮编 518001

- 下称

"卫德亿"

与客户

-下称"**客户**"

§ 1 服务范围

本协议直接适用于委托给卫德亿的所有订单。 本协议实质上适用于向卫德亿下的所有相关订单,在 此基础上,卫德亿提供了除其他外的以下活动:

- 技术产品的测试,主要是电工部件、电器、产品系 统、机器和设备(下称"产品")。 其中包括以下类型的测试:
 - -关于电气、机械、热、化学、毒性、辐射和其他
 - 危险的安全测试 -电磁兼容性(EMC)和电磁场(EMF)影响测试
 - -能源效率和环境保护测试
 - -声发射和噪声发射测量
 - -可用性测试
 - -符合指令的测试
- 工厂检查
- 装运前检查 (PSI) 、生产检查 (DUPRO) 和集装箱 装载监督 (CLS)
- 工厂审计和工厂评估
- 开发、采购、生产和装运过程中的评估
- 文件检查
- 出具专家意见、声明和测试报告以供参考
- 关于标准、其他技术法规和法律规定的专业知识
- 与合同相关的其他服务。

卫德亿不会接受客户的任何相反或补充条款和条件, 即使这些条款和条件已发送给卫德亿并且卫德亿未明 确反对的任何采购订单、确认函或任何其他形式。这 也适用于卫德亿在了解客户条款和条件情况下无保留 地向客户提供服务的情况。

§ 2 般条款

1. 卫德亿按照基本规则和程序操作,保证其独立、公 正和非歧视性。

2. 测试、检验或质量咨询的服务以及产品交付并不意 味着卫德亿在任何情况下承担产品保修或质量责任。 每一个质量问题、违反规格或销售合同都是客户或其 供应商的责任。

Nanhu Street, Luohu District,

Shenzhen, 518001 China

卫德亿检测技术 (深圳) 有限公司



Every quality problem, violation of the specification or sales contracts remains the responsibility of the customer or its suppliers.

- 3. The customer and VDE GSCS agree that the contract concluded between the parties shall not have any protective effects in favour of third parties, unless expressly agreed otherwise in writing. VDE GSCS is not obliged to report on circumstances beyond the scope of the services provided. The services to be provided by VDE GSCS expressly do not include the services provided by the customer itself (e.g. independent sampling of test specimens).
- 4. VDE GSCS reserves the right to reject tests done according to nonstandardised test procedures which cannot be expected to give an objective result or which are of little validity, unless the VDE GSCS has expressly agreed to such testing within the framework of contract assignment.
- 5. VDE GSCS is entitled to subcontracting of tests, in whole or in part.
- 6. The information obtained within the scope of the activity will be treated confidentially by VDE GSCS. However, disclosure is permissible, for example to authorities and accreditation bodies, insofar as the purpose of the contract or the accreditation rules require this or if it serves to fulfil legal obligations. The customer agrees that VDE GSCS will disseminate such information and, if necessary, grant access to authorities and accreditation bodies. In the same way, disclosure to subcontractors may occur, though they must first be obligated to ensure confidentiality.
- 7. If VDE GSCS provides documentation to the customer, these documents remain the property of VDE GSCS. The customer is granted a simple non-exclusive non-transferable and non-sublicensable right of use to the extent necessary for the contractually agreed purpose. The customer undertakes to treat these documents confidentially and not to pass them on to third parties without the consent of VDE GSCS. The customer shall release these documents upon request to VDE GSCS and destroy any duplicates.
- 8. The customer may only submit to third parties the test reports, expert opinions and similar documents received from VDE GSCS if they are in full, include their preliminary remarks and state the date of issue.
- 9. If there is a substantial deterioration in the assets of the customer which through no fault of VDE GSCS jeopardises VDE GSCS claims, or if the customer discontinues its services or requisite cooperation without VDE GSCS being responsible for this, VDE GSCS is entitled at its discretion to terminate the provision of its services and to withdraw from that part of the order not yet completed or to demand security or advance payment or cash payment concurrently against performance. In this case the customer shall not be entitled to compensation for damages.
- 10. The customer accepts the electronic storage of its documents and data on VDE GSCS data-processing systems.

§ 3 Service Obligations of VDE GSCS

- 1. The Pre-Shipment inspection will be performed according to ISO 2859-1 unless otherwise agreed. Acceptance Quality Limit (AQL) for critical, major and minor defects will be defined by customer.
- 2. VDE GSCS will not be responsible for checking the violation of any intellectual property rights or industrial property rights like trademarks, patents or similar rights and assets.
- 3. All test results, inspection and quality records will be stored by VDE GSCS for a maximum period of 2 years.
- 4. VDE GSCS will document deviations of the product quality during the inspections and inform the customer about it. The final decision of rejection or release of goods can only be done by the customer.
- 5. <u>VDE GSCS</u> is not a buyer or seller of the products. If VDE GSCS is claimed by the supplier of the customer for collecting the

- 3. 客户和卫德亿同意,除非另有书面明确约定,否则 双方之间签订的合同不应具有任何有利于第三方的保 护效力。卫德亿没有义务报告超出所提供服务范围的 情况。卫德亿提供的服务明确不包括客户自身提供的 服务(例如,试样的独立取样)。
- 4. 卫德亿保留拒绝根据非标准化测试程序进行的、不 能预期产生客观结果或有效性很低的测试的权利,除 非卫德亿在合同转让框架内明确同意此类测试。
- 5. 卫德亿有权全部或部分分包测试。
- 6. 履行范围内获得的信息将由卫德亿保密处理。但是,如果合同或认证规则的目的要求披露,或者披露有助于履行法定义务,则允许披露,例如向主管部门和认证机构披露。客户同意,卫德亿将传播此类信息,并在必要时允许当局和认证机构访问。同样,可能会向分包商披露,但他们必须首先有义务确保保密。
- 7. 如果卫德亿向客户提供文件,这些文件所有权仍由 卫德亿保留。为达到合同约定的目的,客户被授予的 是一个简单、非排他性、不可转让和不可再许可的使 用权。客户承诺对这些文件保密,未经卫德亿同意, 不得将其传递给第三方。客户应根据卫德亿要求的向 其交付这些文件和销毁任何副本。
- 8. 客户只能向第三方提交从卫德亿收到的测试报告、 专家意见和类似文件,前提是这些文件是完整的,包 括了其初步意见并注明发布日期。
- 9. 如果客户的资产非因卫德亿的过失而出现可实质性恶化,危及卫德亿的索赔,或者如果客户停止其服务或必要的合作,而卫德亿对此不承担责任,则卫德亿有权自行决定终止提供服务并退出尚未完成部分的订单或要求履约保证金、预付款或现金付款。在这种情况下,客户无权获得损害赔偿。
- 10. 客户接受其文件和数据在卫德亿数据处理系统上的 电子存储。

§3 卫德亿的服务义务

- 1. 除非另有约定,装运前检验将按照 ISO 2859-1 进行。判定致命缺陷、主要缺陷和次要缺陷的可接受质量标准 (AQL) 将由客户确定。
- 2. 卫德亿不负责检查产品是否侵害任何知识产权或工业产权,如商标,专利或类似权利及财产。
- 3. 卫德亿对所有的测试结果、检查及质量报告最长保留两年。
- 4. 卫德亿将在检查中以文件形式记录产品质量的误差 并告知客户。拒绝或放行货物的最终决定只能由客户 作出。
- 5. 卫德亿并非产品的买方或卖方。如果卫德亿被客户的供应商要求支付货物的价款,客户应承担相关的费用及损失,并使卫德亿免遭损害。



payment of the products, the customer shall be liable for the costs and loss incurred therefrom and shall make VDE GSCS harmless.

§ 4 Obligations of the customer

- 1. The customer is obliged to test all products or components before input into production. Prior to production start all goods and components must be released by the quality assurance of the customer. In case that customer did not follow up this obligation accordingly VDE GSCS is not liable in any case for the mistakes which would be found if the prior tests would be done properly and had led to a rejection of the product by the customer.
- 2. The customer is obliged only to order products from suppliers which have a quality system and work according to mutual defined (agreed) rules. Customer has to ensure that VDE GSCS has all necessary access, personal support and test equipment available in the factories of suppliers necessary to perform its inspection services effectively.
- 3. Upon placement of the order, the customer must provide VDE GSCS with all the documents and information necessary for the execution of the order. The customer must do this immediately after VDE GSCS's acceptance of the order. The customer is responsible for the completeness of the documents and information. The incomplete or non-timely availability of the documents and information necessary for the execution of the order may affect the punctuality or quality of the order execution or make the execution of the order impossible.
- 4. The customer will send the requested samples together with the supporting documents at its expense to the address specified. The test samples must indicate the details of the customer and the VDE GSCS reference. The packaging must be suitable for repeated transportation purposes.

All shipping costs or possible customs duties during sample delivery must be borne by the customer.

- 5. The customer is obliged to make sure that all changes to the product or the customer specification will be checked in advance and that changes will be implemented only after customer agreement.
- 6. The information about shipments which need to be inspected must be given to VDE GSCS by the customer at least 5 business days before start of the planned inspection date.
- 7. If a lot was found faulty in the inspection, it can only be released by the quality department of the customer.

§ 5 Order

- 1. The order shall be placed in writing by the customer. VDE GSCS may accept the order within 3 weeks. The customer is committed with regard to its order-placement for this period. The period begins on the day of dispatch of the order by the customer.
- 2. With regard to orders for pre-shipment inspections, VDE GSCS may accept orders that are placed in writing at least 5 business days before start of the planned inspection date, if the order already includes the necessary documentation and information about shipments which need to be inspected.
- 3. The customer can order each of the services:
- Technical Advisor (for example for audits and production starts)
- Local Inspector (for out of box inspections)
- Testing services

VDE GSCS employees' normal working hour is not more than 40 hours per week with 5 days.

With the ordered time for the assigned project the customer can also limit the working time for the project. However, in case of time limits the customer must be aware of the fact that limited time can cause limited results. For field job the working time starts with the travel from the VDE

§ 4 客户的义务

- 1. 客户有义务在投产前测试所有的产品或零部件。所有货物及零部件在投产前,均须事先得到客户质量保证部门的放行。如客户未履行该义务,则相应地卫德亿在任何情况下都不对在投产前测试可以发现并导致客户拒绝接受该产品的错误负责。
- 2. 客户有义务只从具备质量认证体系和根据协定(同意)的规则进行作业的供应商处订购产品。客户必须确保卫德亿在供应商的工厂拥有一切必需的访问权限、人员支持及测试设备,从而有效地提供检查服务。
- 3. 下订单后,客户必须向卫德亿提供执行订单所需的 所有文件和信息。客户必须在卫德亿接受订单后立即 进行。客户对文件和信息的完整性负责。订单执行所 需文件和信息的不完整或不及时提供可能会影响订单 执行的准时性或质量或使订单无法执行。
- 4. 客户将自费将所需样品连同证明文件发送至指定地址。测试样品必须注明客户的详细信息和卫德亿参考。包装必须适合重复运输。

样品交付期间的所有运输成本或可能的关税均由客户 蚕相。

- 5. 客户有义务确保提前检查其产品或技术规范的所有 变更,并在客户同意后方可实施变更。
- 6. 对需要检查的货物装运信息,客户必须在计划检验 日期前至少提前5个工作日告知卫德亿。
- 7. 如果产品在检查中发现大量缺陷,则只能由客户的 质量部门放行。

§ 5 订单

- 1. 客户应当以书面形式提供订单。卫德亿可在客户发出订单之日起3周内接受订单。客户承诺在此期间下订单。
- 2. 卫德亿可接受在计划检查日期开始前至少 5 个工作日以书面形式发出的订单的装运前订单检查,前提是该订单已包含关于需要检查的装运的必要文件和信息。
- 3. 客户可以要求以下任一服务:
- 质量顾问工程师(例如为审计及产品投产提供服 条)
- 当地的检验人员(开箱检验)
- 测试服务

卫德亿的员工每周五天正常工作时间不超过 40 个小时。

对所委托项目预定的工作时数,客户可以限制相应的项目工作时间。但是,如果存在时间限制,客户必须知悉在有限的工作时间内工作结果也是有限的。工作时间从卫德亿员工公寓或酒店出发始至工厂并计算至返回原地时止。



GSCS employee's apartment or the hotel to the factory and ends after coming back.

§ 6 Charges

- 1. The actual charges are based on detailed quotations per requested service which will be provided on request.
- 2. The fees do not include VAT and possibly incurring foreign taxes and other charges; VAT is applicable at the respective statutory rate for all China Mainland invoice recipients. Foreign taxes and other charges of any kind shall be calculated and strictly borne by the invoice recipient as long as according to a foreign law the obligation to deduct tax is stipulated. They do not reduce the amount to be paid to VDE GSCS.
- 3. The customer is liable for the correct determination and payment of foreign taxes and must indemnify upon first request VDE GSCS from any loss or damage that results from failure of the party liable for payment to fulfil tax duties.

§ 7 Travelling/Accommodation Expenses

Costs for flight tickets will be charged at actual costs in economy class. If flights are necessary customer will be asked for confirmation in advance.

If hotel accommodation is necessary, it will be charged at actual costs.

§ 8 Payment Conditions

- 1. If not otherwise agreed, then the services will be invoiced monthly in the following month. Invoices must be paid via bank transfer to the VDE GSCS bank account mentioned at the footer of the invoice. Normal payment term is payment latest 15 days after invoice receipt.
- 2. In case advance payment is required, it must be received before the commissioned services will be provided. Partial invoices can also be issued with the respect to the services already rendered.
- 3. The amounts invoiced are payable without discount upon receipt of the invoice. A right of retention and a right of the customer to set-off are excluded. In the case of default, penalty of annual interest rate of 8% shall be due.
- 4. The customer is entitled to the results of the commissioned service only after the final invoice has been settled and all applicable foreign taxes and other charges have been paid.
- 5. All bank charges are to be borne by the billed party.

§ 9 Sample Handling

As long as there is no other agreement between VDE GSCS and the customer all received test samples will be disposed 4 weeks after the service is finished at the expense of the customer. At the customer's written request, risk and expense, the test samples can be returned or stored until collection.

The customer is aware that test samples need to be or may be damaged as a result of the tests. VDE GSCS is only liable for any damage to the test samples in accordance with section 10.

§ 10 Liability

1. <u>VDE GSCS</u> is not liable for loss of earnings or consequential damages or any other damages/risks, unless stipulated in clause 3 of this chapter. The aforementioned limitations of liability shall not

§ 6 服务费用

- 1. 实际服务费用将根据每次需求的服务详细报价进行 计算。
- 2. 费用不包括增值税以及可能产生的外国税收和其他费用;增值税适用于所有中国大陆发票接收方相应的法定税率。只要根据外国法律规定了扣除税款的义务,那么任何类型的外国税款和其他费用均应由发票接收方计算并严格承担。他们不会减少支付给卫德亿的金额。
- 3. 客户有责任正确确定和支付国外税款,并且必须在 卫德亿第一次提出要求时赔偿卫德亿因付款方未能履 行纳税义务而造成的任何损失或损害。

§ 7 交通和住宿费用

飞机票的费用以经济舱的实际开支为准。如确需乘坐 飞机,将提前得到客户确认。

如确需酒店住宿,将以实际开支进行收费。

§ 8 付款条件

- 1. 除非另有约定,服务收费的账单将会在下一月出 具。客户收到账单后的付款期限为15日内,必须通过 银行转账的方式,向账单页脚显示的卫德亿银行账户 支付费用。
- 2. 如果需要预付款,则必须在提供委托服务之前收到 预付款。就已经提供的服务可以开具部分账单。
- 3. 应在收到账单后无折扣支付账单金额。该支付不包括留置权和客户抵消权。如果违约,应支付年利率 8%的违约金。
- 4. 客户只有在结算最终账单并支付所有适用的国外税 费和其他费用后,才有权获得委托服务的成果。
- 5. 所有银行费用由付款方承担。

§ 9 样品处理

如果卫德亿和客户之间没有其他协议,则收到的所有 测试样品将在服务结束四周内客户承担费用销毁。根 据客户的书面请求,客户自负风险和费用的,测试样 品可退回或在收回前储存。

客户知道测试样品需要或可能因测试而损坏。卫德亿仅对第10节规定的试样损坏负责。

§10 责任

1. 除本章节第3点载明的责任外,卫德亿不承担客户的任何收入减少损失、间接损失或其他任何损失/风



apply if the damage is attributable to a wilful or grossly negligent breach of obligations.

- 2. VDE GSCS is neither an insurer nor a guarantor and disclaims all liability in such capacity. Customers seeking a guarantee against loss or damage or quality risks should obtain appropriate insurance.
- 3. In case of negligent breach of a material contractual obligation by VDE GSCS, VDE GSCS shall be liable to damages for the predictable damage. Then the liability shall be limited to the actual cost to cover damages but not more than the amount of 2 times the VDE GSCS invoice for the specifically inspected or tested units for material- and property damage including latent costs. This limitation is not valid for wilful breach of obligations by VDE GSCS or in cases of mandatory liability as prescribed by the applicable laws and regulations.

§ 11 Non-competition Clause

- 1. During the validity of this Agreement and even 12 months after termination of this Agreement the customer is neither allowed to offer a job to a VDE GSCS employee nor to hire a VDE GSCS employee.
- 2. Former VDE GSCS employees must not be hired by the customer within 12 months after they left VDE GSCS.
- 3. Above mentioned limitations are not valid in case the job and its tasks are not in any way related or similar to the tasks mentioned in this Agreement.
- 4. For each single case of violation of this paragraph customer shall pay US\$ 100,000.00 as damages to VDE GSCS and the customer shall terminate contract with the former VDE GSCS employees immediately when relevant notice is received from VDE GSCS. If the actual loss is more than the afore-said amount, VDE GSCS is entitled to claim further damages to cover its loss.

§ 12 Service Agreement Duration

- 1. This Agreement starts after a written quotation is accepted and first order is given by the customer.
- 2. This Agreement ends one year after the first order if not otherwise mentioned in this Agreement. When first order is given from the customer, it means that the customer voluntarily accept this Agreement.
- 3. This Agreement shall be automatically extended by one year unless one of the parties to the agreement has given notice of termination at least three months prior to the expiration date. Termination can only be done in written form.

§ 13 Other Stipulations

- 1. This Agreement shall be governed solely by the law of the People's Republic of China. The application of the Viennese UN Convention on Contracts for International Sales of Goods (CISG) of April 11th, 1980 to this Agreement is expressly excluded.
- 2. Any dispute arising from or in connection with this Agreement shall be submitted to South China International Economic and Trade Arbitration Commission (SCIA) for arbitration.
- 3. The VDE Code of Conduct (Code of Conduct for all associated companies of VDE Association for Electrical, Electronic & Information Technologies; available at https://www.vde.com/en/code-of-conduct) applies.
- 4. There are no supplementary agreements to this Agreement. Alterations and additions to this Agreement shall only be valid when signed and stamped by both parties. Furthermore, such an alteration or

- **险。**前述的责任限制不适用于因**卫德亿**故意或者重大过失违反义务造成的损失。
- 2. 卫德亿既不是保险人,也不是担保人,不承担任何 此类责任。客户应通过适当的保险来寻求对产品灭 失、损毁或质量缺陷的保障。
- 3. 如卫德亿因疏忽违反了重大合同义务,则其将承担 可预见范围内的损失。**其责任应限于弥补物质及财产 的实际费用和损失,包括潜在成本,但总额应不超过 卫德亿就该特定检验或测试开具的账单金额的 2 倍。** 该责任限制在卫德亿因故意违反义务或适用的法律法 规规定了强制性责任时无效。

§ 11 竞业禁止条款

- 1. 从本协议生效之日起至本协议结束后的 12 个月 内,客户不得向卫德亿的员工提供工作或者雇用卫德 亿的员工。
- 2. 在卫德亿的前员工离开卫德亿 12 个月内,客户不得雇用该员工。
- 3. 如拟担任的工作及职责在任何情况下均与本协议提及的工作无关或不相似,则上述限制无效。
- 4. 对于每一个违反本章节的行为,客户在收到卫德亿 发送的相关通知后,应向卫德亿支付 100,000 美元作为 违约金,且客户应立即终止与卫德亿前员工的合同。 如果实际损失超出前述金额,卫德亿有权提出进一步 索赔以弥补其损失。

§ 12 服务协议期限

- 1. 服务协议自客户接受书面报价及发出首份订单时开始。
- 2. 除非本协议另有约定,否则本协议于首份订单发出的一年后终止。客户发出首份订单即视为其自愿接受本协议。
- 3. 除非任一协议当事人在协议终止日的三个月前发出 终止通知,否则本协议自动延期一年。终止通知须以 书面形式作出。

§ 13 其他条款

- 1. **本协议应排他性地适用中华人民共和国法律。**本协议明确排除 1980 年 4 月 11 日于维也纳达成的联合国国际货物销售合同公约(CISG)的适用。
- 2. 因本协议产生的或与本协议有关的任何争议均应提 交深圳国际仲裁院(SCIA)仲裁。
- 3. 适用卫德亿行为准则(卫德亿电气、电子和信息技术协会的所有关联公司的行为准则;可访问https://www.vde.com/en/code-of-conduct)。
- 4. 本协议无补充协议。变更或补充本协议均须由双方 签署并盖章方可生效。此外,该变更或补充须包含其 为本协议的变更/补充的明示备注。



addition must include the express remark that it is an alteration/addition to this Agreement.

- 5. In the event that one or more stipulations of this Agreement shall prove to be ineffective, the parties to this Agreement shall conclude a legally effective replacement stipulation that comes as close as is economically feasible to the ineffective stipulation.
- 6. All the Terms and Conditions of this Agreement are applicable to the current order and all future orders unless both parties sign and stamped on the change of this Agreement or supplementary provisions.
- 7. This agreement is made in English and Chinese. Both English and Chinese version are valid. In case of any discrepancy between Chinese and English, the Chinese version shall prevail.
- 5. 如果本协议一个或多个条款被证明为无效条款,则协议双方应达成合法有效及经济可行的相近替代条款。
- 6. 本协议的条件及条款适用于客户就卫德亿的服务而 作出的现有及将来的订单,除非双方另行签署并盖章 对本协议的变更/补充条款。
- 7. 本协议采用英文和中文拟定,均为有效文本。如中文和英文不一致的,以中文文本为准。