



Service General Conditions 通用服务条款

1. The following Service General Conditions are ruling the relation between Suzhou Metal Services Co., Ltd (hereinafter, SZMS) and the Customer, unless other conditions have been formally agreed and signed by both parts or the conditions are at variance with the mandatory provisions of local law.

除非与委托方另行达成书面一致, 或中国法律、法规有强制性规定, 苏州迈拓金属检测服务有限公司(以下简称“本公司”)与委托方均应遵守本通用服务条款。

2. Services rules 服务细则

2.1 SZMS is only responsible for the tested samples, the test results do not apply to the entire batch material, SZMS will not accept any written complaint received after 15 days from the issuing date of the Test Report. 本公司仅对已测样品负责, 测试结果不适用于整批次材料, 如有异议, 请在出报告之日起在 15 日内提出。

2.2 All the testing services provided by SZMS are on the basis of “Testing and analysis entrustment contract” (hereinafter, Contract) signed between SZMS and the Customer. SZMS is engaged to perform the activities according to national or international norms and standards, as well as according to Customer’s dedicated procedures, supported by competent operators/technicians, Customer should timely notify SZMS.(before signing the Contract or as soon as it can be foreseen). 本公司所提供的检测服务以本公司和委托方签订的《测试分析委托合同》为依据。本公司可以依据国内、国际标准或客户指定检测方法进行检测, 客户必须在签订合同之前告知本公司具体检测方法。

2.3 If Customer fails to perform, not fully perform or does not have the ability to continue to perform the Contract, SZMS has the right suspend or terminate the service at any time. 如委托方未履行、未全部履行或没有能力继续履行检测分析委托合同的条款, 本公司有权随时停止或终止服务。

2.4 Testing period, expressed in working days, is clearly evidenced in the Contract. Time will elapse from the last event date between the receiving back of the accepted Contract, and the receiving of the samples. Testing period can be affected by changes due to unforeseen events or to technical obstacles. Any delivery time variation will be promptly communicated by SZMS to Customer. 检测周期是以工作日计算, 是从收到客户确认的《测试分析委托合同》和收到测试样品日两者中较迟的算起。如果检测周期因为不可控因素或未能预知的技术障碍而延迟时, 本公司将尽早告知客户。

2.5 SZMS reserves the right not to accept the samples when there are reasons making non applicable one or more of the testing methods considered in the Contract. If Customer agrees SZMS to perform the test on the non-applicable samples, the deviation will be added in Test Report, the test result is just for reference. 当客户送检样品不符合《测试分析委托合同》中相关标准的要求时, 本公司有权拒收, 如果客户同意在不符合标准的送检样品上进行测试, 本公司将在检测报告中注明试样与标准的偏离, 并且标注测试结果仅供参考。

2.6 When necessary, SZMS will subcontract part of the testing items to the subcontractor approved by SZMS, in the report, the relevant test data will be marked with “the test data is provided by subcontractor approved by SZMS”. 需要时, 本公司将分包部分检测项目给经本公司认可的分包方, 并在报告中标注“检测数据由迈拓金属检测认可的分包方提供”。

3. The explanation of Test Report 检测报告说明

3.1 The testing report is invalid without the signature and testing seal of SZMS, without

written approval of SZMS, can not be partially copied (except for fully copy). Without written approval of SZMS, Customer or any other third party are forbidden to modify the Test Report, otherwise, SZMS reserve the right to make every effort to pursue its legal responsibility. 本公司出具的报告未签字和未加盖本公司检测专用章无效, 未经本公司书面批准, 不得部分复制本公司的检测报告(完整复制除外)。未经本公司书面同意, 任何委托方或第三方不得对本公司出具的检测报告进行变更修改, 否则, 本公司保留尽最大努力追究其法律责任的权利。

3.2 Testing methods, calculation procedures and data management remaining anyway a property of SZMS. 所有测试方法、计算公式过程、检测数据的所有权均归本公司所有。

3.3 Any other Customer request, anyway related to the issued Test Report, (opinions, interpretations, references, comments, comparisons, etc..) must be considered a separated professional service, possibly regulated by a separate Quotation. The content of the Test Report refers exclusively to the tested sample and the related findings, not to be intended neither as an inspection result nor a product certificate. 关于检测报告的任何要求(如建议、解释、参考比较、结论等), 均为额外的专业服务, 并不包含在《测试分析委托合同》里, 必要时, 需另外报价。检测报告的内容仅针对所测样品及相关检测数据, 并不能作为检验证书或产品证书使用。

3.4 The issue of Test Reports on format, different from the Laboratory adopted ones, must be requested by writing and before signing the Contract. 本公司出具的检测报告有固定的格式, 如客户对检测报告格式有特殊要求, 需在确认《测试分析委托合同》前书面告知。

4. Customer obligation 委托方义务

4.1 Customer is responsible for the authenticity of the test samples and related information. 委托方需对提供的样品及相关信息的真实性负责。

4.2 Customer should notice SZMS in advance that know or potential hazards existing during sampling or testing process (if any explosive, toxin, harmful, environment pollution, etc.) SZMS reserves the right to reject such samples. 预先通知本公司在样品处理、检测中已知或潜在的危险(如有爆炸性、有毒、有害、环境污染等), 本公司有权拒收该类样品。

4.3 If Customer is requesting a failure analysis investigation and with the purpose to minimize the typology of tests to be done and the time requested to complete the analysis, Customer should provide a technical competent contact, able to describe and discuss for the failed component, the design assumptions, the purchasing specifications, the manufacturing process, the operational conditions in the field. Then SZMS will decide in full autonomy the range of tests to be carried out. 如果客户在委托本公司做失效分析时, 希望在找出根本原因的同时, 尽可能的减少检测项目、缩短分析时间, 那么, 客户需保证与本公司交流的人员为资深技术人员, 该人员需清楚了解失效件的设计、采购规范、工艺过程、运行情况等。之后, 本公司将自主决定检测的项目及数量。

5. Fees and payment 费用和付款

5.1 Testing fees are on the basis of Contract” signed between SZMS and the Customer. 检测服务费用以委托方与本公司签订的检测分析委托合同中的金额为依据。

5.2 The payment deadline is specified in the Contract, if payment is not due within the



required deadline, SZMS reserves the right to charge interest rates in accordance with the relevant legal provisions, the interest calculation date subject to the actual excess days. 付款期限以检测分析委托合同中规定的期限为准, 如果委托方在超过规定期限仍未付清已经发生的款项, 本公司有权根据相关法律规定的利率收取利息, 利息的计算日期以实际超出的天数为准。

5.3 If litigation occurred as a result of collecting unpaid fees, Customer shall bear the cost of litigation, including attorney's fees and other related expenses. 如因追款而发生诉讼, 委托方应承担本公司提起诉讼的费用, 包括律师费及其它相关费用。

6. Liability and Disclaimer 责任与免责

6.1 SZMS and its employees, agents or subcontractors don't bear any responsibility for the wrong results and related consequences due to the sample information provided by Customer is unclear, incomplete, wrong or false. 本公司及其雇员、代理人或分包单位对由于委托方提供检测相关样品的信息不清楚、不完全、错误虚假等产生的错误结果及其后果不承担任何责任。

6.2 Because the Customer specified method itself is flawed or the tested samples do not meet the requirements of standard result in inaccurate test results, SZMS does not bear any responsibility. 由于委托方指定的方法本身存在缺陷或者由于送检样品不符合检测标准要求而造成检测结果失准, 本公司不承担任何责任。

6.3 SZMS will not bear, in any case, any responsibility belonging to designers, manufacturers, inspectors, buyers, and any person or body charged either by law or by contract to assure specific warranties, all subjects maintaining unchanged their related responsibilities. 任何情况下, 本公司不代替承担属于设计者、制造者、检验者、购买者等任何法律或合同指派的人或机构的责任, 也不免除或减轻他们的责任。

6.4 For all samples, reports, invoices sent by express, the signed delivery document shall be prevailed, if lost, SZMS does not assume any responsibility. 凡是以快递方式寄送的样品、报告、发票等, 均已委托方签收的快递单据为准, 如有遗失, 本公司不承担任何责任。

6.5 SZMS does not assume any responsibility arising directly or indirectly from any non-controllable factors, including Customer fail to comply with its obligation in this General Services Condition. 本公司不承担任何非可控因素造成的直接或间接责任, 非可控因素包括委托方未能履行本条款规定的委托方责任。

6.6 Any eventual damaged claimed by Customers must be proved to be due to a severe fault in the conduct of relative duties, limiting the damage request to each involved contract value. Compensations cannot include for indirect, special or consequential losses (including but not limited to loss of opportunity, loss of reputation, cost of product recall). 本公司就任何已被证实的严重错误引起损失所承担的赔偿总额将不会超过引起该损失的具体检测项目发生的费用, 赔偿责任不包含委托方的间接、特殊或后果性的损失 (包括但不限于机会损失、名誉损失、产品召回成本等)。

6.7 In the event of any claim, Customer must give written notice to SZMS within 15 days of discovery of the facts alleged to justify such claim, SZMS shall be discharged from all liability for all claims for any loss or expense unless suit is brought within one year from the date of testing performance activity. 若有任何索赔, 委托方应于发现索赔事实之十五日内书面通知本公司, 且从检测日期起算, 一年内提起诉讼, 否则本公司不承担任何赔偿责任。

7. Others 其它

7.1 If any one or more provisions of these conditions are found to be illegal in any respect, the validity of the remaining provisions shall not in any way be affected. 若本服务条款中的任何一条条款因违反法律法规而被认定为失效, 其余条款的有效性不受任何影响。

7.2 If there are ambiguities in the terms above in English and Chinese version, as far as the ambiguity words, Chinese shall prevail. 本服务条款若在英文或中文版本中出现歧义, 则于该歧义部份而言, 概以中文为准。

8. The solution of dispute 争议的解决

In case of a pending dispute when any settlement tentative between SZMS and Customer will fail, the dispute resolution will be submitted to a third part arbitration; both of SZMS and Customer should accept in any case the result of the arbitration if arbiter has been chosen with the agreement of the two parts. If this agreement about the chosen of the arbiter cannot be reached, the dispute will be submitted to the local Suzhou court. 如有争议不能解决时, 双方可以寻找第三方仲裁机构解决争议问题, 如果仲裁机构是由双方共同选择的, 任何一方都必须无条件接受仲裁机构的仲裁结果, 如果双方不能就仲裁机构的选择达成一致, 可以到苏州当地法院提起诉讼。