Hohenstein General Terms and Conditions of Business applicable to Hohenstein Laboratories (Shanghai) Co., Ltd.

通用商务条款适用于
海恩斯坦检测认证（上海）有限公司

Version as of: October 2024

1. SCOPE
1. 适用范围

1.1 Legal relationships of the Hohenstein Laboratories (Shanghai) Co., Ltd. (Contractor: "the Contractor") are defined under the terms of the following contractual terms and conditions for commercial business dealings and if permissible for commercial dealings with non-commercial persons.

1.1 根据商业交易的下列合约条款和条件，本文件阐明了客户与海恩海恩斯坦检测认证（上海）有限公司（以下简称"立约方"）之间的法律关系，在允许的情况下，本文件亦适用于立约方与非商业人士之间的交易。

1.2 The contractual conditions also apply to existing business relationships for further and follow-up orders.

1.2 本合约条件还适用于发生进一步和后续订单的现有业务关系。

1.3 Client's ("the Client") differing terms and conditions of business only become a constituent part of the contract if they are recognised by the Contractor expressly and in text form (e.g. email, telefax, sms etc.).

1.3 客户（以下简称"客户"）提出的不同商业条款和条件，只有在立约方以书面形式（例如电子邮件、传真和短信等）明确予以认可的情况下，方可构成本合约的组成部分。

2. ASSIGNMENT
2. 委派任务

2.1 The subject of assignment is any manner of expert opinion, testing, investigation (including procurement of testing apparatus and equipment) research work, auditing, inspection or certification (hereinafter referred to collectively as "expert opinion"), i.e. establishment of facts, presentation of empirical findings, determining causes, assessment and review.

2.1 检测物品应以任何形式的专家意见，测试，调查（包括测试仪器和设备的采购）研究工作，审核，检验或认证（以下统称为"专家意见"），即建立的事实，实验研究结果，确定原因，评估和审查。

2.2 The precise expert opinion topic and purpose of use must be defined in text form at the point of awarding the assignment.

2.2 精确的专家鉴定意见的主题和使用目的必须在授予检测任务之前以书面形式明确写明。

2.3 The Client has been made aware that an opinion requested by Client directly from Contractor may not be subject to attorney-client privilege and that Client has been advised to discuss with counsel the appropriate party to request the Expert Opinion from Contractor.

2.3 客户必须知道，单方面向立约方直接提出的建议并不一定会受到当事人保密特权的制约，并且立约方会建议客户向合适的一方寻求立约方的专家鉴定意见。

3. FULFILMENT OF THE ASSIGNMENT
3. 委派任务的履行

3.1 The assignment will be executed by the Contractor impartially and to the best of their knowledge and belief, according to the recognised rules of technology on the basis of the best-available knowledge and technology and using existing knowledge and/or knowledge and experience gained during the duration of the assignment.

3.1 立约方将在可用的最佳知识和技术的基础上，根据公认的技术规则，利用现有知识和/或在任务执行期间获得的知识和经验，在其所知所信的最大范围内公平地完成委派任务。

3.2 Any specific success, in particular any outcome desired by the Client may only be guaranteed on the part of the Contractor on the basis of application of objective and impartial expert knowledge by specialists working for the Contractor.

3.2 一些特定目标，特别是客户所想得到的结果，就立约方而言是要基于由在立约方工作的专家所给出的客观并公正的专业知识的应用才能被保证的。

3.3 The Contractor shall be entitled to transfer his expert opinion activities to third parties either wholly or in part.

3.3 立约方有权将专家鉴定意见全部或者部分地转让给第三方。

3.4 If, in order to ensure professional completion of the assignment, the involvement of specialists in other disciplines should prove necessary their engagement shall be authorised on behalf of the Client.

3.4 如果为了确保专业地完成委派任务，其他学科专家的参加是必要的，他们的合约应该是被客户授权的。

3.5 In other respects the Contractor shall be entitled to carry out or have carried out necessary and customary investigations and experiments for processing the assignment at the Client's cost and in the light of his own best judgement. Should it transpire in the course of any investigation that for confirmation of measurement result findings an analysis must be repeated or the analysis procedure must be extended to include a repeat run, this shall not be deemed to be an unforeseen event or a costly investigation in terms of time and expense in relation to the purpose of the expert opinion.

3.5 在其他方面立约方有权进行或已经进行过必要的和通常的调查与实验，为了能够按客户支付的费用去处理委派任务，利用立约方本身最好的判断。这一过程应该发生在任何调查中，即必须重复确认调查结果或分析过程要扩展到一个重复过程，这不应该被视为是不可预见的事情或一个与专家检测意见目的有关的昂贵和费时的调查。

3.6 If service changes or enhancements compared to the original assignment become necessary during the execution of the assignment, the Contractor may demand the conclusion of a change agreement in text form before any change or enhancement to individual services, in which any questions of reasonable additional remuneration and deadline changes are to be dealt with.

3.6 如果在执行委派任务期间，有必要对原始委派任务的相关服务进行变更或改善，在对个别服务进行任何更改或改善之前，立约方可以要求以书面形式签订变更协议，从而对任何合理的额外报酬和截止日期的变更作出约定。

3.7 If a set period is agreed for reimbursement of the expert opinion this may not be regarded as agreement of any firm deal.

3.7 如果规定时间经专家鉴定意见同意退还的，这可能不被视为任何公司的有效交易。

3.8 The expert opinion to be compiled by the Contractor shall be provided to the Client in writing in single copy indicating the specialist responsible for its composition. Additional copies are invoiced separately. Only the authorized expert opinion is legally binding.

3.8 立约方制定的专家鉴定意见应以书面形式提供给客户，一式一份，并注明负责编制的专家。额外的副本将单独开具发票。只有经授权的专家鉴定意见才具有法律约束力。

3.9 The Contractor's expert opinions reflect only those facts established at the point in time of testing on the basis of the specific instructions provided by the Client or, in the absence thereof, the specifications in the assignment specification form, relevant commercial customs, usages or practices and such procedures as the Contractor deems appropriate on technical, business organisational and/or commercial grounds. The Contractor is under no obligation to indicate facts or values or to report on the latter if these lie outside the specific instructions issued by the Client.

3.9 立约方的专家鉴定意见仅仅反映了这些事实，即在客户特定指令的基础上测试出的结果，或在缺少合同，规范的作业形式，相关商业习俗、用法等过程或实践和立约方认为适当的技术，业务组织和/或商业理由的时候，立约方是没有义务表明事实或价值或客户提出的这些报告之外的具体指令。

3.10 The Client acknowledges that in providing his services the Contractor neither adopts the position of the Client or any third party nor releases the latter from any obligations or in any other way assumes, restricts or cancels Client obligations vis-à-vis third parties or of third parties vis-à-vis the Client or releases him therefrom in any other manner.

3.10 客户须知，为他提供服务的立约方既不采用客户或者任何第三方的观点，也不发表对后者任何形式的义务声明，或以任何其他方式假设、限制或取消客户对于第三方的义务。

3.11 Following completion of the assignment and payment of the fee agreed the Contractor shall retain the Client's test material in safekeeping at the Client's risk and in observance of his own customary care. If the Client has not yet collected the documentation and samples 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 完成委派任务之后和支付费用的过程应使客户测试材料得到妥善保管，遵守自己的惯例。如果客户超过 3 个月还没有收集文档和样品，立约方将免费处理这些材料并且之后免除任何责任。

4. CLIENT OBLIGATIONS
4. 客户义务

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 客户不应向立约方发布任何指令或提供任何虚假信息，这可能会改变后者的实际结果或专家鉴定意见结果。

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 客户应确保专家及时免费接收完成委派任务所需的所有信息、文档和测试材料。

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 客户希望将专家鉴定意见的结果用于任何测试事件，应负责选择和获取试验材料，并将测试材料发送给立约方。

5. DUTY OF CONFIDENTIALITY
5. 保密义务

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 立约方禁止出版、传播或将专家鉴定意见本身或事实或文件交付给其他人，或是其他有可能在专家鉴定过程中得知结果的人。保密义务所涵盖的事实不适用于已知和超出合同关系的持续时间。

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

5.2 本保密义务适用于立约方的全体员工。

6. COPYRIGHT, DATA PROTECTION
6. 版权和数据保护

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

6.1 立约方应对提供的服务保持版权 - 在适当的范围内。

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 任何专家鉴定意见的出版物，其使用和传播只允许按照合同定义的范围并且得到立约方的承认。

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 如果客户想要在其产品或公司广告中表明由立约方为个别产品或一类产品提供的认证事实，无论是从专家鉴定意见提取或通过单独提及立约方，在这之前需要签订合同。如没有这样的合同，无论在产品还是公司广告中使用，均予排除。

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 客户不允许修改，编辑或仅以摘录的方式使用专家鉴定意见。一些向官方调查机构或其他公共机构的披露报告是允许的，如果在某种程度上是必要、合法的。

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 为了正确处理订单以及为了客户自身，立约方将存储、处理及使用客户的个人数据。立约方为此而使用数据处理系统。立约方已采取技术组织性措施来达到数据保护的要求，即保证数据安全和实施数据保护程序。负责处理数据的员工必须遵守数据保护法律，并遵守所有的数据保护规定。

7. PAYMENT – DELAYED PAYMENT
7. 付款-延迟付款

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 客户在签订合同后需支付给立约方合同金额的百分之百作为预付款。如果需要重新测试，会产生额外费用。立约方在收到付款后会开出正规发票给客户。立约方可能在合同开始进行委派任务时要求付费。

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 支付指令、支票和汇票只是接受了特殊的协议后，收取所有收集和折扣费用，仅仅作为付款。

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 如不遵守付款条件，立约方应有权强制要求其付款。这也适用于使用未承兑的汇票和支票进行付款的情况。

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 客户仅能在这种情况下反对立约方的索赔，如果客户的反诉是无可争议的。如果立约方能收集到客户正确的所欠金额，客户应有义务支付给立约方所有诉讼费用，包括立约方律师的费用。

8. CANCELLATION
8. 取消

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

8.1 客户和立约方可以因为重要原因随时以书面形式取消这份合约。

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 除其他事项外，客户取消合约的重要原因包括无法提供客观、独立、公正的专家鉴定意见。

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 除其他事项外，合约方取消合约的重要原因包括，客户拒绝提供必要的协作（特别是在 4.2 中定义的），客户未经许可尝试影响委托专家准备的专家鉴定意见，在合约规定范围外使用专家鉴定意见调查结果和部分结果，未经立约方允许删减专家鉴定意见，或是接受委派任务后，立约方发现他并不具备完成任务必要的专业知识。

8.4 In other respects cancellation of the contract is excluded.

8.4 在其他方面取消合约是禁止的。

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 如果合约被取消的重要原因为立约方责任，则立约方应针对其原本负责的部分服务进行赔偿，赔偿金额根据客户的使用需求客观作出。

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 在所有其他情况下，立约方充分保留索赔合约约定的报酬——但需扣除已保留的费用。如果在任何情况下，客户可以证明没有保留更高比例的费用，即代表客户同意 40%的报酬是给立约方还未提供的服务。

9. FAILURE TO MEET DEADLINES

9. 未能履行期限

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 任何由客户制定专家鉴定意见的最后交付期限需经立约方明确确认。

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 如果客户和立约方在提交专家鉴定意见的最后期限方面达成一致，该期限应在合约完成或在工作日接收样品之后开始计算。如果立约方需要客户为了专家鉴定意见而准备的文件，或如果提前付款的期限只能在收到文档或之前。

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 如果由于部分/全部测试结果失败以及之后收到重新测试样品和执行重新测试耽误时间，立约方将不对最终专家鉴定意见的任何延迟交付负责。

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 如果立约方确实需要为延时提供专家鉴定意见负责，则应仅被视为拖欠。立约方不负责的交付障碍，包括但不限于不可抗力、疾病、劳资纠纷，非立约方缘故造成的停工事件，导致严重的操作中断延迟交货。交付期限在这种情况下应延长。因上述障碍导致立约方无法交付专家鉴定意见，对此立约方概不负责。这种情况下客户没有权利向立约方索取损失。

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 除了交付，客户只能对是故意或者有重大过失的立约方要求赔偿赔偿金。

10. GUARANTEE

10. 保证

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

10.1 对于委派任务结果的经济利益，在此不作出任何保证。

10.2 Test results relate only to the samples examined. The evaluation of the measured values is carried out regardless of the measurement uncertainty, because in practice it is already considered at limit determination.

10.2 测试结果仅与被检测的样品有关。测量值的评估与测量不确定度无关，因为实际在确定极限时已将其考虑在内。

10.3 Initially the Client may only demand cost-free rectification of a defi cientexpert opinion.

10.3 首先，客户只能对有缺陷的专家鉴定意见进行免费修改。

10.4 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.

10.4 这需要适当放宽限期，但不得少于本条款最初交付约定的时间。

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

10.5 客户必须立即以书面形式将相关缺陷通知立约方，否则保证索赔将会失效。

10.6 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.

10.6 对提供有缺陷的专家鉴定意见的索赔时效为一(1)年。诉讼时效期自客户收到专家鉴定意见起计算。

11. LIABILITY

11. 责任

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 专家鉴定意见是在根据信息，文档，质量要求和/或客户提供的样品的基础上，并且为客户独家使用的。后者将自行承担出具专家鉴定意见的必要责任。对因不精确的故障测试、客户提供的虚假、不完整或误导性信息而引起的任何针对专家鉴定意见的诉讼或专家鉴定意见遗漏，立约方、立约方高级员工、雇员或者分包商不对客户或第三方负责。

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

11.2 立约方的建议只是关于客户提交的文件和信息。

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 因超出立约方控制范围的事件而直接或间接导致服务交付延迟或不完整，立约方对此概不负责。

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 赔偿不包括在法律允许的范围内，客户对立约方、立约方员工、代表、替代代理和助理发起的、有关专家鉴定意见合约或实施的索赔。

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 在法律允许的范围内，立约方不应对客户的间接损失承担责任，特别是利润损失、业务损失、商业机会损失、公司商誉降低以及产品召回产生的费用。在法律允许的范围内，立约方不应对任何第三方索赔所导致的客户损失、损害或费用承担责任，尤其是产品责任索赔。

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 如果因立约方责任而导致客户遭受损失、处罚或任何性质的费用，无论因何理由导致，特定服务的索赔金额在任何情况下不得超过立约方已收到的费用总和。

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 所有与特定检验/生产站点评估服务有关的索赔——除了任何此类索赔造成损伤，人身伤害，伤害健康和/或疏忽或者意图的损坏原因——不超过 5 个工作日的费用。

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 如果出现损失索赔事件，自发现引起索赔情况之日起 10 天内，客户必须以书面形式通知立约方。因立约方违反义务所引起的任何损害索赔，自客户接收专家鉴定意见之日起 12 个月后失效。

12. PLACE OF PERFORMANCE AND LEGAL VENUE

12. 履行地点和合法场所

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

12.1 履行地点是立约方商业注册的地点。

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 以上通用商业条款和条件应当依照中国法律制定并解释。如有任何违反，一方应当承担另一方的损失和债权。

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

12.3 无效的合同条款规定并不影响合同剩余内容的有效性。