服务通用条款

1 总则

1.1 除非另有书面协议，或与法规、法律的强制规定不一致时，中鼎检测技术有限公司或任何有关联的公司及其代理（统称“公司”）作出的所有报价或服务，以及所产生的合同或其它约定，都受本服务通用条款（以下称为“通用条款”）约束。

2 提供服务

2.1 本公司根据经确认的委托方之具体指令，以合理的审慎态度及技能提供服务。若无此指令，则本公司可使用以下依据提供服务：

2.1.1 本公司的任何标准委托单或标准指引文件中的条款；

2.1.2 任何有关的贸易惯例、作法或实践；

2.1.3 本公司认为在技术、操作和财务方面适当的方法。

2.2 对样品检测后出具的结果报告仅仅反映本公司对该样品的评价，不反映对被抽取样品同批次货物之评价。

2.3 本公司出具的结果报告只反映在工作当时所记录的事实，而且限于所收到指令的范围内，若无指令时，则限于本公司所选择的本条款2.1中的参照范围。本公司无义务提及或报告特定指示范围或其它适用范围外之任何事实或情况。

2.4 本公司可委派代理或分包商承担全部或部分服务，委托方须授权本公司向代理或分包商提供其所承担服务的全部必要的信息。

2.5 本公司如收到涉及委托方和第三方签订的契约或文件，如销售合同、信用证、提单等，这些文件仅供参考，而不扩展或限制经本公司承担的服务范围或职责。

2.6 委托方理解并确认本公司虽提供服务但既不取代委托方或任何第三方的位置，也不免除委托方或任何第三方的任何职责，此外也不承担、不减轻、不免除、不承诺解除委托方对任何第三方或任何第三方对委托方的任何责任。

2.7 若委托方指令本公司对样品进行留样，所有的样品保留期最长为2个月或样品性质允许的最短期限，到期后本公司终止对该样品的任何责任，并将依照内部管理指令对样品进行处置。若委托方未书面提出本公司对样品进行留样，本公司将依照内部管理指令进行处置样品。

2.8 委托方应于下单时勾选声明该批次检测报告是否用于广告宣传：（1）委托方声明“不用于广告宣传”的，本公司按普通检测标准出具报告；（2）委托方声明“用于广告宣传”的，本公司依据《广告引证内容执法指南》对第三方实验室的相关要求，需进行合规评估并决定是否接受委托。

委托方未作声明的，视为不用于广告宣传。

2.9 委托方声明用于广告宣传的，本公司出具的检测报告将依据《广告引证内容执法指南》进行标注。委托方不得要求本公司删除、弱化（如减小字号、改变颜色等）上述标注内容。

2.10委托方确认已了解《广告引证内容执法指南》第十九条规定，知晓检测数据用于广告可能导致本公司被认定为广告经营者。委托方承诺独立承担广告内容真实性、准确性的全部法律责任，不以任何方式要求本公司参与广告文案设计或内容审核。

3 委托方责任

3.1 在我方报价和服务前，委托方应提供充分且准确的信息、指令和文件，以便所指令的服务得以实施；

3.2 对任何委托的样品或实验中包含的任何已知的实际或潜在危险或危害，包括但不限于放射性、有毒、有害或爆炸元素或物质、环境污染或中毒的存在和危险，委托方须事先通知本公司。

3.3 委托方保证不会利用本公司的检测报告进行虚假、误导性广告宣传。如因委托方在广告中使用检测报告时存在扩大解读、断章取义、模糊限定条件、未清晰标注适用范围等行为，导致本公司被认定为广告经营者并因此遭受行政处罚、诉讼、索赔或其他损失的，委托方应承担本公司由此产生的全部损失（包括但不限于罚款、赔偿金、律师费、诉讼费等）。

4 收费和支付

4.1 在本公司接受委托方委托或合同磋商时未确定的检测费用，应依照本公司最新的收费标准执行。

4.2 在样品委托测试之前,委托方必须支付相关检测费用。若委托方与本公司另有约定或签订合作合同时，则以合同规定的条款进行付款。

4.3 一旦在实施服务过程中出现任何不可预见的问题和费用，本公司应尽力通知委托方完成该服务必需的额外时间和开支。

4.4 委托方无权因与本公司存在任何争端、投诉或抵扣，而留置或延迟支付给本公司的任何款项。

4.5 本公司可决定向任何有管辖权的法院就收取未付款提出诉讼。

5 服务暂停和终止

如出现以下情况，本公司有权立即且不承担任何责任地暂停或终止提供服务：

5.1 委托方未履行任何其应尽的职责，而且在通知其过失后十天内委托方不作补救；

5.2 委托方存在暂停付款、与债权人做出安排、破产、无力偿付、破产管理或停业在内的任何情况。

6 责任和赔偿

6.1 本公司既不是保险商也不是担保人，不承担该方面的任何责任。委托方若寻求保证不损失或不损害，应该适当投保。

6.2 结果报告是根据委托方或其代表所提供的信息、文件和样品而出具，并且仅可用于维护委托方的利益。委托方应对其根据结果报告所采取的其认为合适的行为负责，对任何根据该结果报告采取或未采取的行动，本公司及公司的任何成员、代理或分包商都不为此对委托方或任何第三方承担责任。对因提供给本公司不清楚、不正确、不完全、误导或虚假信息导致的任何不正确结果，本公司及公司的任何成员、代理或分包商也不为此对委托方或任何第三方承担责任。

6.3 对因任何超出本公司控制的原因，包括但不限于委托方未履行其任何责任，而直接或间接导致的延期、部分或全部服务不能实施，本公司不承担责任。

6.4 因本公司出具的检测报告存在虚假、错误数据或结论，导致委托方在广告宣传中遭受损失的，本公司应承担委托方的全部直接损失及合理维权费用，但累计赔偿总额不超过当批次订单服务费总额的5倍。

6.5 如有任何索赔，委托方必须在发现所声称证明索赔之事实起30天内书面通知本公司，且应在自下述日期起的一年内提起诉讼，否则本公司在任何情况下都被免除对损失、损害或费用的所有索赔的全部责任。

- 本公司执行该产生损害赔偿之服务之日期；或
- 任何指称未履行服务之原应完成日期。

7 其它

7.1 若此通用条款中有任何一项或一项以上之条款被认定为违法或无法执行，其余条款之有效性、合法性和可执行性不因此而受有任何影响或减弱。

7.2 在提供服务的过程中和其后的一年内，委托方不得直接或间接诱惑、怂恿或提出聘用本公司雇员，使其离开本公司的职位。

7.3 未经本公司书面授权，不得部分复制本检测报告。本报告用于广告宣传的，应完整、清晰地标明检测数据的适用范围、有效期限及复现条件，不得以减小字号、改变字体或使用与背景相近颜色等方式弱化限制性标注。

7.4 未经本公司书面授权，不允许以广告宣传为目的使用本公司的名称和注册商标。

7.5 如该服务条款英文版与中文版存在差异，则以中文版为准。

8 管辖法律、司法权和争端裁决

因提供服务产生的所有争端，受中华人民共和国法律管辖和依照中华人民共和国法律解释，所有争端应提交给中华人民共和国有管辖权的法院裁决

GENERAL CONDITIONS OF SERVICES

1. General

1.1 Unless having other written agreement or except where they are at variance with the mandatory provisions of law, all offers or services and all resulting contractual relationship between any of the affiliated company of Consumer Testing Technology Co., Ltd. (CTT) or any of their agents (each a “Company”) and Client shall be governed by these general conditions of service (hereinafter General Conditions).

2. Provision of Services

2.1 The Company will provide services under reasonable care and skill and in accordance with Client’s specific instructions as confirmed by the Company, or in absence of such instructions will follow alternative parameters listed below:

2.1.1 The terms of any standard order form or standard specification sheet of the Company;

2.1.2 Any relevant trade custom, usage or practice;

2.1.3 Such methods as the Company shall consider appropriate on technical, operational or financial grounds.

2.2 Reports of Findings issued further to the testing of samples contain the Company’s opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.

2.3 Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2.1. The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

2.4 The Company can delegate an agent or subcontractor to perform all or part of the services and Client authorizes Company to disclose all information necessary for such performance to the agent or subcontractor.

2.5 If the Company receives documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the company.

2.6 Customer confirms that the Company, by providing the services, neither takes the place of Client or any other third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

2.7 If Client requires the Company to retain the samples, all samples shall be retained up to a maximum of 2 months or such other shorter time period as the nature of the sample permits and then disposed of at the Company's discretion after which time Company will cease to have any responsibility for such samples. If Client does not require the Company in written to retain the samples, all samples shall be disposed of at the Company's discretion.

2.8 The Client shall, at the time of placing the order, declare whether the test report for the batch is intended for use in advertising or promotional materials: (1) If the Client declares “not for advertising or promotional use”, the Company shall issue the report in accordance with the standard testing procedures; (2) If the Client declares “for advertising or promotional use”, the Company shall, in accordance with the relevant requirements for third-party laboratories under the “Enforcement Guidelines for Advertising Citation Content”, conduct a compliance assessment and decide whether to accept the commission. If the Client makes no declaration, it shall be deemed as not for advertising or promotional use.

2.9 If the Client declares that the report is for advertising or promotional use, the testing report issued by the Company shall be marked in accordance with the “Enforcement Guidelines for Advertising Citation Content”. The Client shall not request the Company to remove or downplay (such as by reducing font size, changing color, etc.) the above-mentioned markings.

2.10 The Client confirms that it has understood the provisions of Article 19 of the “Enforcement Guidelines for Advertising Citation Content” and is aware that the use of test data in advertising may result in the Company being deemed as an advertising operator. The Client undertakes to bear independently all legal liabilities for the truthfulness and accuracy of the advertising content, and shall not in any way request the Company to participate in the design or content review of advertising copy.

3. Obligations of Client

3.1 Prior to offer and service, Client must make sure to supply sufficient and appropriate information, instructions and documents in time to enable the required services to be performed;

3.2 The Client shall inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including but not limited to presence or risk of radiation, toxic or noxious or explosive element or materials, environmental pollution or poisons.

3.3 The Client warrants that it shall not use the Company's test reports for false or misleading advertising or promotional purposes. If, due to the Client's acts in using the test report in advertising, such as over-interpretation, taking out of context, obscuring limiting conditions, or failing to clearly indicate the scope of application, the Company is deemed as an advertising operator and consequently suffers administrative penalties, lawsuits, claims, or other losses, the Client shall bear all losses incurred by the Company arising therefrom (including but not limited to fines, compensation, legal fees, litigation costs, etc.).

4. Charge and Payment

4.1 Charge, not confirmed by the Company and Client at the time the order is placed or a contract is negotiated, shall be based on the latest standard charge rate of the Company;

4.2 Unless a shorter period has been agreed in the invoice, Client shall promptly pay all fees not later than 30 days from the relevant invoice date or within such other period as may be agreed by the Company in the invoice. If otherwise contract is established between the Company and Client, then Client shall pay the fees according to the contract.

4.3 In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavor to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

4.4 Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which may allege against Company.

4.5 The Company reserves any right to take any action for collection of unpaid charges in any court having competent jurisdiction.

5. Suspension or Termination of Services

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

5.1 Failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client;

5.2 Any suspension of the payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Responsibility and Recompense

6.1 The company is neither an insurer nor a guarantor and disclaims all responsibility in such capacity. Client seeking a guarantee against loss or damage shall obtain an appropriate insurance.

6.2 Reports of Findings are issued on the basis of information, documents and samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

6.3 The Company shall not be liable for any delayed, partial or total nonperformance of the services arising directly or indirectly from any event outside the Company’s control, including but not limited to failure by the Client to comply with any of its obligations.

6.4 If the test report issued by the Company contains false or erroneous data or conclusions, resulting in losses to the Client in advertising or promotional activities, the Company shall bear all direct losses and reasonable costs of rights protection incurred by the Client, provided that the total cumulative compensation shall not exceed five times the total service fee of the batch order in question.

6.5 In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

· the date of performance by the Company of the service which gives rise to the claim; or

· the date when the service should have been completed in the event of any alleged non-performance.

7. The Others

7.1 If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.2 In the period of providing service or one year after it, Client shall not directly or indirectly lure, seduce or give an offer to any employee to leave his/her duty of the Company.

7.3 No part of this test report may be reproduced without the prior written authorization of the Company. If this report is used for advertising or promotional purposes, the scope of application, validity period, and reproducibility conditions of the test data shall be clearly and completely indicated, and restrictive markings shall not be downplayed by reducing font size, changing typeface, or using colors similar to the background.

7.4 Without any written authorization, any Client shall not use the Company’s name and registered trademark for any purpose of advertisements.

7.5 If there is any difference between this edition of general conditions of services in English and original edition in Chinese, the Chinese edition shall be overwhelming.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the law(s) of Peoples Republic of China. And all disputes shall be submitted to the local jurisdictional court.