


版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	1/13		

General Terms and Conditions


一般条款和条件



版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	2/13		

Pioneer Testing Technology (Hangzhou) Co., Ltd.

帕恩检测技术（杭州）有限公司

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	3/13		

1. General Information and Definitions 一般信息及定义

(1.1) In the event that an order for any services is placed, the Client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders ,resulting contracts and other arrangements, including all offers made or services provided by the Company or any of its affiliated companies They are not applicable if and as far as they are in conflict with the regulations on services performed on behalf of governments, government bodies or any other public entity, or the y a r e in conflict with mandatory provisions of local law. The Client's placement of orders as well as the conclusion of contracts with the Company shall be regarded as awareness and acceptance of these General Terms and Conditions.

(1.1) 客户一旦下达服务订单,即表示接受该一般条款和条件。一般条款和条件适用于所有订单、就有关订单签订的合同以及其他安排,包括本公司或其任何关联公司作出的所有要约或提供的服务。如果一般条款和条件与代表政府、政府机构或任何其他公共实体执行的服务有关的规定相冲突,或者与当地法律的强制性规定相冲突,则冲突的部分不予适用。客户向本公司下达订单或与本公司签订合同,应视为了解并接受此一般条款和条件。


(1.2) The Company strongly recommends any Client or potential Client to read the full text of these General Terms and Conditions prior to placement of any order to or conclusion of any contract with the Company. Ancillary agreements, promises and other statements made on the part of the Company staff or the experts called upon by them shall be binding only if they are expressly con-firmed by the Company in writing. This shall also apply to any modifications of this clause.

(1.2) 本公司强烈建议,客户或潜在客户在向本公司下达任何订单或与本公司签订任何合同之前,应完整阅读此一般条款和条件的内容。本公司员工或其指派的专家作出的任何附属约定、承诺和其他陈述,只有本公司以书面形式明确予以确认,方具有约束力。本条的任何修改,同样适用这一要求。

2. Provision of Services 提供服务

(2.1) With due care and skill, the Company will provide services according to Client's specific instruc-tions as made available by the Client. In the absence of Client's specific instructions, the following is deemed as instructions given to the Company:

(a) The terms of any standard specification sheet or standard order form provided by the Company; and/or

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	4/13		

(b) Any relevant usage, practice or trade custom; and/or

(c) Such methods the Company considers technically, operationally and/or on financial grounds appropriate.

(2.1) 本公司将按客户提供的具体指示，以适当的注意和技能，提供服务。如果客户没有具体指示，应将以下各项视为向本公司作出的指示：

(a) 本公司提供的标准规格单或标准订单的条款；和/或

(b) 任何相关习俗、惯例或行业惯例；和/或

(c) 本公司认为技术上、操作上或从财务角度而言适当的方法。

(2.2) No other party is entitled to give any instructions particularly on the scope and type of the services or the reports delivered, or on the resulting certificates (the “Reports of Findings”), unless the Company receives prior written instructions to the contrary from the Client. The Client hereby irrevocably authorizes the Company to deliver Reports of Findings to a third party where so instructed by the Client or, at the Company’s discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

(2.2) 除非本公司事先收到客户相反的书面指示，任何其他方均无权作出任何指示，特别是无权就服务或作出的报告的范围和种类或因此出具的证明(“检验报告”)作出指示。客户谨此不可撤销的授权本公司，如果客户有所指示，或者本公司可默示遵循相关情形要求、行业惯例、习俗或惯例，将检验报告提供给第三方。


(2.3) The Information stated in the Report of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions and/or Company’s assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in Company’s professional experience be taken into account.

(2.3) 检验报告中载明的信息来自于本公司按照指示进行验收或测试得到的结果，和/或本公司基于任何技术标准、行业惯例或习惯对该结果进行的评估，或本公司基于其专业经验认为应予考虑的其他情形。

(2.4) Reports of Findings issued after the testing of samples refer the Company’s opinion only on samples under testing and not to the lot from which the samples were drawn.

(2.4) 本公司对样品进行测试后出具的检验报告，仅体现了本公司对所测试的样品的意见，并非对从中抽取样品的批次的意见。

(2.5) Client agrees that the Company’s sole responsibility is to be present at the time of the third party’s intervention and to forward the results, or confirm the occurrence of the intervention, in case Client requests the Company to witness any third party’s

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	5/13		

intervention. Client agrees that the Company will use the test methods for analysis as requested in the request form, and if none is stated in the form, the Company will choose the appropriate test methods for analysis.

(2.5) 本公司同意，如果客户要求本公司见证任何第三方的介入，本公司的唯一责任是在第三方介入时在场并转交有关结果，或确认介入确已发生。客户同意，本公司将采用申请表中所要求的测试方法进行分析，如果申请表中未指明测试方法，则本公司将选择适当的测试方法进行分析。

(2.6) The 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.

(2.6) 本公司出具的检验报告仅反映了其介入时所记录的、本公司收到的指示的范围内的事实，或者如果没有此类指示，仅反映了按第 2.1 条的规定适用的其他标准范围内的事实。本公司没有义务提到或报告其所收到的具体指示或所适用的其他标准外的任何事实或情况。


(2.7) The performance of all or part of the services may be delegated to an agent or subcontractor by the Company. The Client authorizes the Company to disclose all information necessary for such per-formance to the agent or subcontractor.

(2.7) 本公司可委托代理人或分包商执行全部或部分服务。客户授权本公司向该代理人或分包商披露执行该等服务所需的所有信息。

(2.8) Documents reflecting engagements contracted between the Client and third parties or third party documents, e.g. sales contract copies, letters of credit, bills of lading, etc. should be made available to the Company. These 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.

(2.8) 客户应当向本公司提供反映客户与第三方达成的约定的文件或第三方文件,如销售合同副本、信用证、提单等。该等文件仅供参考，不得扩展或限制本公司接受的服务或义务的范围。

(2.9) The Company agrees that, by providing the services to the Client, it neither takes the place of Client or any third party, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Client to any third party or that of any third party to the Client. Also, it does not release the Client or any third party from any of their obligations.

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	6/13		

(2.9) 本公司同意，其不因向客户提供服务，而取代客户或任何第三方的位置，或承担、减少、取消或承诺履行客户对任何第三方的责任或任何第三方对客户的责任。同样，本公司也不因其向客户提供服务而免除客户或任何第三方的义务。

(2.10) Depending on the nature of each sample, all samples given to the Company shall be re-tained for a maximum of 3 months or for such other shorter time period as the nature of the sample permits, and then sent back to Client or otherwise disposed of at the Company's discretion. After that time the Company will not be responsible for the samples. Storage of samples for more than 3 months shall incur a storage fee payable by the Client. If samples are returned to the Client, the Client will be billed a handling and freight fees. Special disposal charges will be billed to the Client if incurred.

(2.10) 客户向本公司提供的所有样品，均应按样品性质保存一定期限，最长可保存 3 个月或更短时间，然后退还给客户或按本公司的意愿予以处置。该期间过后，本公司不对样品负责。样品保存 3 个月以上的，客户应支付保管费。如果样品退还客户，手续费和运费由客户承担。如果发生特殊处置费用，也将由客户承担。

3. Client's Obligations 客户的义务

The Client shall: 客户应:

(3.1) ensure that all required supporting documents, information and instructions as submitted are accurate, truthful and complete. These information are to be submitted in a timely not later than 2 working days from the date of which the services are requested by the Client.


(3.1) 确保其提供的所有所需的支持性文件、信息和指示准确、真实、完整。该等信息应最迟于客户要求提供服务之日起两（2）个工作日内按时提供。

(3.2) ensure to give all necessary access for the Company's representatives to the premises where the services are to be performed and to take all necessary steps to eliminate or remedy any obstacles to, or interruptions in the performance of the services;

(3.2) 确保允许本公司的代表在需要时进入执行服务的场所，并采取所有措施消除或排除执行服务中的障碍或干扰；

(3.3) make available any special equipment and personnel necessary for the performance of the services, if required;

(3.3) 提供执行服务所需的特殊设备和人员，如要求；

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	7/13		

(3.4) ensure that for the safety and security of working conditions, sites and installations, all necessary measures are taken during the performance of services. In this respect, the Client will not rely on the Company's advice whether required or not;

(3.4) 确保在执行服务过程中采取所有必要的措施，保证工作条件、场所和安装的安全。对于这一点，无需本公司是否建议需要，客户即应采取有关措施；

(3.5) inform the Company of any known hazards or dangers, actual or potential, associated with any order, samples, testing or any other service rendered by the Company well in advance. Those are, but are not limited to the presence or risk of radiation, environmental pollution or poisons-toxic or noxious or explosive elements or materials;

(3.5) 事先告知本公司与任何订单、样品、测试或本公司提供的其他服务有关的任何已知的实际或潜在的危害或危险。该等危害或危险包括但不限于存在辐射、环境污染或有毒、有害或爆炸性元素或物质，或存在发生辐射、环境污染或产生有毒、有害或爆炸性元素或物质的风险；

(3.6) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party.

(3.6) 充分行使其与第三方的任何相关销售或其他合同项下的权利或履行该等合同项下的责任。

4. Fees and Payment 费用与支付


(4.1) All Fees not agreed on between the Company and Client at the time the order is placed or a contract is concluded shall be determined by the Company's Schedule of Fees (which are subject to change). All applicable taxes shall be paid by Client, as far as mandatory laws do not provide otherwise.

(4.1) 在订单下达时或合同签订时本公司和客户未约定的所有费用，应按本公司的收费表（可能有所变更）确定。如果强制性法律没有另行规定，所有相关税收应由客户支付。

(4.2) Unless a specific period is established in the invoice, the Client shall pay upon receiving the in-voice, but not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date").

(4.2) 除非发票上标明了具体支付期间，客户应于收到发票后、但不迟于相关发票日期起 30 日支付，或于本公司在发票上标明的其他期间内支付（“到期日”）。

(4.3) The Client shall not be entitled to retain or defer due payment of any sums to the Company on account of any dispute, counter claim or set-off against the Company. The Company reserves the right to retain or defer any due payments if any dispute arises with

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	8/13		

or it raises any counterclaim against the Client. The Company is entitled to set off due payments against payments of the Client.

(4.3) 客户无权因对本公司的任何争议、反请求或抵消权，拒绝或推迟向本公司支付任何到期应付款项。如果本公司与客户发生任何争议或对客户提起任何反请求，本公司保留拒绝或推迟支付任何到期应付款项的权利。本公司有权从付给客户的款项中抵消到期应付款项。

(4.4) For the collection of unpaid fees, the Company may decide to bring action in any court with competent jurisdiction. The corresponding collection costs, including attorney's fees and related costs, shall be borne by the Client, as far as the mandatory local law does not provide otherwise.

(4.4) 为了收回未支付的费用，本公司可以决定在任何有适当管辖权的法院提起诉讼。如果当地强制性法律没有另行规定，相应的收款成本，包括律师费和相关成本，应由客户承担。

(4.5) In case of any unforeseen problems or expenses arise while carrying out the services, the Company informs the Client. In such cases, the Company shall be entitled to charge additional fees to cover extra time and to invoice extra costs necessarily incurred to complete the services.

(4.5) 如果在执行服务时发生任何未能预见的问题或费用，本公司将通知客户。在这种情形下，本公司有权就额外花费的时间收取额外费用，并就完成服务发生的必要的额外成本开具发票。

(4.6) If the Company is unable to perform all or parts of the services for any cause whatsoever beyond the Company's control, including the failure by Client to comply with any of its obligations provided for in the foregoing Clause 3, the Company shall nevertheless be entitled to payments of:


- (1) The amount of all non-refundable expenses incurred by the Company; and
- (2) A proportion of the agreed fee equal to the proportion of the services actually carried out.

(4.6) 如果由于本公司无法控制的事由，包括客户未能履行上述第 3 条规定的义务，本公司未能执行全部或部分服务，本公司仍有权获得以下支付：

- (1) 本公司发生的所有无法退还的费用；以及
- (2) 部分约定费用，其比例等于实际执行的服务占全部服务的比例。

5. Suspension or Termination of Services 暂停或终止服务

In any case mentioned below, the Company shall be entitled to either suspend or terminate the provision of the services immediately and without any liability:

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	9/13		

在以下任一情形下，本公司有权立即暂停或终止提供服务，而不承担任何责任：

(5.1) Failure by the Client to comply with any of its obligations under these General Terms and Conditions and such failure is not remedied within 10 days after a notice of such failure has been delivered to the Client; or

(5.1) 客户未能履行其此一般条款和条件项下的义务，且未能在该等违反通知送达客户后 10 日内纠正该等违约行为；或

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

(5.2) 客户暂停付款、与债权人达成安排、破产、资不抵债、被接管或停止经营。

6. Liability and Indemnification 责任与赔偿

(6.1) Limitation of Liability: 责任限制


(1) Clients seeking a guarantee against loss or damage should obtain appropriate insurance. The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity.

(1) 客户如拟就损失或损害取得担保，应当投保适当的保险。本公司不是保险人或担保人，拒绝以该等身份承担任何责任。

(2) Reports of Findings are issued on the basis of the information, documents and/or samples provided by, or on behalf of the Client and solely for the benefit of the Client who is obliged to act on the basis of such Reports of Findings. Neither the Company nor any of its staff, agents or subcontractors shall be liable to the Client nor to any third party for any actions taken or not taken on the basis of such Reports of Findings, or for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.

(2) 检验报告系根据客户或客户代表提供的信息、文件和/或样品、仅为客户的利益出具的，客户有义务按该检验报告行事。本公司或其任何员工、代理人或分包商没有责任因根据该检验报告实施或未实施任何行为而对客户或任何第三方承担任何责任，或因提供给本公司的信息不清楚、错误、不完整、具有误导性或虚假产生的错误结果而对客户或任何第三方承担任何责任。

(3) For any delayed, total or partial non-performance of the services arising directly or indirectly from any event beyond the Company's control, including failure by Client to comply with any of its obligations hereunder, the Company shall not be liable.

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	10/13		

(3) 对直接或间接因本公司无法控制的事件（包括客户未能履行此一般条款和条件项下的义务）造成的迟延或全部或部分未能执行服务，本公司不承担责任。

(4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim, and shall in any case not exceed RMB25,000 .

(4) 本公司对任何性质的损失、损害或费用索赔的责任，无论该等损失、损害或费用是怎样产生的，在任何情形下总额均不超过就产生该等索赔的具体服务支付的金额的 10 倍，也不得超过 25,000 元人民币。

(5) For any indirect or consequential loss (including loss of profits), the Company shall not have any liabilities.

(5) 本公司不对任何间接或结果性损失（包括利润损失）承担责任。

(6) In case of any claim, the Client must give written notice to the Company with-in 30 days of discovery of the facts with all necessary documents to justify such claim. In any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless a lawsuit is brought within three years from:

(i) the performance date of the Company for its services which refers to the claim; or

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


(6) 如果客户要提起任何索赔，必须在发现有关事实后 30 日内书面通知本公司，并随同提供支持该等索赔的所有必要文件。在任何情形下，如果未能在以下日期起三年内提起诉讼，本公司对任何损失、损害或费用索赔的责任得以免除：

(i) 本公司执行产生索赔的服务之日；或

(ii) 如果声称未能执行服务，则为本应当完成服务之日。

(6.2) **Indemnification:** Against all claims (actual or threatened) by any third party for loss, damage or expenses of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of any services, the Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors.

(6.2) **赔偿：**客户应保证，本公司及其高级管理人员、员工、代理人或分包商不被任何第三方提起与执行、主张执行或未能执行任何服务有关的任何性质的损失、损害或费用索赔，无论该等损失、损害或费用是怎样产生的，包括所有的法律费用和相关成本，并应使其不受损害，向其作出赔偿。

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	11/13		

7. Obligation of Confidentiality, Copyright, Data Privacy Protection 保密义务，版权，数据私密保护

(7.1) The Company shall be authorized to make file copies of written documents, which have been made available to it for review and which are important for processing the order.

(7.1) 客户授权本公司，可以复印客户提供本公司审核、本公司认为对处理订单比较重要的书面文件。


(7.2) Insofar as Reports of Findings are prepared in the course of processing the order and which are subject to the protection of copyright, then the Company shall grant the Client a simple, non-transferable right to use, insofar as this is necessary and in accordance with the contractually presupposed purpose. Other rights shall not be transferred; in particular, the customer shall not be entitled to modify and/or edit audit reports or to make use of such outside of his business premises.

(7.2) 在处理订单过程中制作检验报告范围内，并受版权保护，本公司授予客户专有的、不可转让的使用权，可以在必要且符合合同预定目的范围内使用。其他权利不予转让；特别是，客户无权修改和/或编辑审核报告，亦不得在该等经营场所之外使用。

(7.3) The Company and its staff which may be called in shall not disclose or use trade and business matters about which they have gained knowledge during the performance of their work without proper authorization, or unless instructed by a court or authorized body (e.g. regulatory authority, accreditation body or certification scheme owner) or otherwise legally required.

(7.3) 本公司及其聘请的员工未经适当授权，不得披露或使用其在执行工作过程中了解的商业和业务事务。但法院、权力机构（如法定监管机构、认可机构或认证制度所有者）或法律法规另有要求除外。

(7.4) For all nonpublic personal information, protected health information, other personal information, and personal data as each of those terms is defined in or by application of each respective privacy regulations under Governing Law (collectively, the "Personal Data"), the Client confirms that the Personal Data has been collected and processed and that consents required to provide the Personal Data to the Company have been obtained in accordance with the privacy regulations under Governing Law; and the Company shall only store, process, transfer and use the Clients' Personal Data for the proper implementation of orders, contracts and for its own purposes and shall observe the applicable privacy regulations. To this end, the Company will also use automated data processing systems.

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	12/13		

(7.4) 对于所有非公开的个人信息、受保护的健康信息、其他个人信息及个人数据（前述各项词语已在适用法律下相关的隐私保护条例中予以定义或因隐私保护条例的适用而可以界定（合称“个人数据”），客户确认，已根据适用法律下的隐私保护条例收集和处理个人数据，并获得所需的同意，可以向本公司提供相关个人数据；且本公司应仅为履行订单、合同及自身用途存贮、处理、传输和使用客户的个人数据并应遵守适用的隐私条例的相关规定。为此本公司将采用数据自动处理系统。

8. Miscellaneous 其他

(8.1) The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, even if any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect.

(8.1) 即使此一般条件的某条或数条规定在任何方面被认定违法或不可执行其它条款的有效性、合法性和可执行性不以任何形式受到影响或削减。

(8.2) Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company, during the course of providing the services and for a period of one year thereafter.

(8.2) 在提供服务过程中或服务提供完毕后一年内，客户不得直接或间接劝诱、鼓励或招聘本公司的员工离开本公司。


(8.3) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

(8.3) 未经本公司事先书面授权，不得以广告宣传为目的使用本公司的企业名称或注册商标。

9. Governing Law, Jurisdiction and Dispute Settlement 适用法律、管辖和争议解决

(9.1) Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationship(s) hereunder shall be governed by the applicable laws and regulations of the People's Republic of China.

(9.1) 除非另有特别约定，由此一般条款和条件项下的合同关系产生的或与之有关的所有争议，均应适用中华人民共和国有关法律法规。

版本号	生效日期	General Terms and Conditions 一般条款和条件	
Revision	Effective Date		
00	2020-12-15		
文件编号 Doc. No	页码 Page		
PNJC-PC-O-003	13/13		

(9.2) Place of performance for any obligation arising out of this contract shall be Hangzhou, the Place of the Pioneer Testing Technology (Hangzhou) Co., Ltd., unless otherwise expressly agreed by the parties.

(9.2) 除非各方另有明确约定，因本合同产生的义务的履行地点为杭州，即帕恩检测技术（杭州）有限公司所在地。

10. Languages 语言

In the event of any discrepancy between the English and the Chinese version of these General Terms and Conditions, the Chinese version shall prevail.

如果此一般条款和条件的英文和中文文本之间存在任何不一致之处，应以中文文本为准。