

1. Area of Application 适用范围

- 1.1 All Orders accepted by Eurofins Technology Service (Suzhou) Co., Ltd. (ES) will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with ES is accepted by ES. An order placed with ES is considered as accepted by ES when (a) ES proceeds to fulfil that order, without need for any written confirmation from ES or (b) ES accepts the order in writing.

凡经欧陆分析技术服务（苏州）有限公司（Eurofins Technology Service (Suzhou) Co. Ltd.，下称“ES”）接受的所有订单，其中包括未经书面确认的电话订单和通过交付样品所下的订单，均必须遵守本通用销售条款和条件（下称“条款和条件”）。凡对 ES 所下的订单，一经 ES 接受，即是根据 ES 通用销售条款和条件签定了合同。凡对 ES 所下的订单，（a）一旦 ES 开始着手履行，即应被视为已为 ES 接受，无需再由 ES 书面确认；或者，（b）一经 ES 书面接受，亦应被视为已被 ES 接受。

- 1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Managing Director of ES), employee, agent or subcontractor of ES has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon ES, unless it is in writing and signed by the Managing Director of ES.

除非以前口头报价或书面报价或合同另有不同规定，本条款和条件将取代以前一切口头的或书面的报价和合同，如双方以后签订的书面合同存在与本规定和条件相冲突或不符的规定，应以本条款和条件为准。ES 的官员（不包括 ES 的总经理）、雇员、代理人、分包人均无权修改或放弃本条款和条件，或作与本条款和条件相冲突或意图推翻本条款和条件的陈述；此类修改、放弃和陈述，如未采用书面形式并经 ES 总经理签字，对于 ES 均不具有约束力。

2. Placement of Order 提交订单

- 2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using ES-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to ES quoting the customer reference. ES is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

客户订单必须通过附有客户抬头的电子邮件、传真或其他电子信息发送，或使用经 ES 批准的样品发送单或电子订单表格发送，方为有效订单，而且，订单中的商业事宜如属本条款和条件没有明确规定者（包括价格、预计周转时间和交付日期），必须在下订单时经过双方商定。如是通过电话下订单，客户必须在电话下订后立即以书面形式确认；如果客户向 ES 发送样品并注明客户备查号，即应被视为已下订单。除非订单明确并已提供所有必要信息，否则 ES 没有义务开始分析工作。

- 2.2 Unless specifically accepted in writing and signed by the Managing Director of ES, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other documents) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate contract between ES and the customer.

除非 ES 总经理以书面形式签字批准，否则，客户不论何时提出或提交的条件（包括但不局限于客户购货订单中、说明书中或其他文件中的条款或规定），如与本条款和条件不符，均被视为是对本条款和条件的严重修改而予以拒绝，不得具有任何效力。此外，凡以前订单中的特别条款和条件，其中包括特别价格，不得自动适用于以后的订单。ES 接受的每一份订单均应被视为是 ES 与客户之间的单独合同。

- 2.3 ES is entitled to charge management and administrative fees of up to one hundred Chinese Yuan (CNY100) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

如要求提供现在订单之外的额外服务，ES 有权调整管理费和行政费，调整最高额为人民币 100 元。如对已进入化验室的样品提出额外服务要求，将被作为新订单处理，预期交付日期将可能相应延迟。

3. Price and Terms of Payment 价格及付款条款

- 3.1 If the acknowledgment of an order does not state otherwise, ES' prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by ES in connection with the order) must be paid by the customer.

如果订单确认书没有其他明确规定，ES 的价格为“出厂价”，不包括包装费，包装费另计。凡额外开支和支出（例如 ES 与订单有关的开支），均应由客户支付。

- 3.2. Prices are inclusive of China sales tax and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

价格包括中国销售税，并根据向客户报价当日实行的价格表计算。适用税率为发票当日实行的税率。

- 3.3. Unless specifically agreed otherwise by ES in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

除非 ES 在接受订单时明确同意另行规定，否则所有发票款额都必须严格遵守规定，在发票日期后的 30 天之内支付。如对发票有异议，必须在发票日期后的 30 天之内提出。即使客户质疑分析结果，亦无权拖延付款。发票逾期不付，将按每月百分之一（1%）利率或有关法律允许的最高利率生息，以其中较低者为准。

- 3.4. Invoices are subject to a minimum invoice charge of one hundred Chinese Yuan (CNY100). ES has the right to charge an administrative fee of up to Fifteen Chinese Yuan (CNY15) to re-issue an invoice.

发票应付最低额为 100 元人民币的发票手续费。如需重开发票，ES 有权收取最高额为 15 元人民币的费用。

- 3.5. The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from ES. The customer undertakes to provide bank account details.

发票结算方式为支票、银行转账或直接计入借项。如用其他方法，必须事先取得 ES 同意。客户同意提供银行帐户信息。

- 3.6. ES is entitled to require prepayment of up to 100% of the quoted order price as a condition of acceptance.

ES 有权要求预付最高额为订单报价 100% 的费用，以作为接受订单的条件。

4. Duties of Customer in Delivering Samples or Materials 客户交付样品或材料的责任

- 4.1. The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – ES shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by ES to that point.

所提供的样品或材料的状况必须保证报告/分析或所订之产品的生产能够在没有困难的情况下完成。ES 有权在处理样品、撰写报告或将其用于生产之前对样品或材料进行初检，对其状况进行审核。如果样品或材料不符本 4.1 款规定所述之要求，客户应承担上述初检费用。如果初检结果表明，由于样品或材料掺杂客户没有报告的异质或异物或已降解等原因，分析或生产已经不可能进行，或者，即使可能，也比预计的困难，则 ES 有权终止或暂停该订单，ES 至此产生的费用均应由客户承担。

- 4.2. The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform ES personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to ES premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies ES against, all costs, damages, liabilities and injuries that may be caused to or incurred by ES or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At ES' request, the customer must provide ES with the exact composition of the samples.

客户必须确认并在此保证，对于场地、在运输途中、在化验室及 ES 的其他地方、对仪表工具、人员或代表，样品均不会产生任何危险。客户有责任保证遵守危险废弃物条例，其中包括有关信息、运输和处理等规定，并应向 ES 人员或代表通告有关样品卫生和安全的隐患，其中包括已知的和疑似的毒素，以及可能存在于样品内的，有可能达到污染程度并由于该污染而危及 ES 的场地、仪表工具、人员和代表的其他污染物。如果由于客户样品或由于取样场地条件致使 ES 或其人员或代表在取样现场、运输途中或在化验室内遭受任何损失、损害、责任或伤害，客户有责任对 ES 进行赔偿。凡因彻底处理由于样品而产生的危险废弃物（不论是否被称之为危险废弃物），而产生的一切额外费用，均应由客户承担。客户必须按 ES 要求提供准确的样品的构成成分。

5. Property Rights on Sample Material and Sample Storage 样品材料的财产权和样品储存

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- 5.1 All samples become the property of ES to the extent necessary for the performance of the order. Unless the customer pays for storage, ES shall have no obligation or liability for samples sent to ES for storage, including samples requiring refrigeration. If the customer pays for storage, ES will take commercially reasonable steps to store the samples, according to professional practice.

凡为履行订单所必需的样品均成为 ES 的财产。除非客户支付样品储存费用，否则，ES 没有义务和责任储存送交 ES 的样品，其中包括需要冷冻的样品。如果客户支付储存费用，ES 则将根据行业常规，采取商业上合理的措施储存样品。

- 5.2 ES can dispose of or destroy samples immediately after the analysis has been performed, unless ES and the customer have agreed in writing on the terms of ES' retention of the sample. ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, ES will return them to the customer, at the customer's cost and risk.

除非 ES 和客户就 ES 保留样品的条件达成书面协议，否则，ES 有权在完成分析后立即处理或销毁样品。如果因遵守有关条例（例如与处理或销毁危险废弃物有关的规定）而造成额外费用，ES 也有权在达成协议的保留期限结束后，无需通知客户即处理或销毁样品，费用由客户承担。如果客户要求归还已不需要的样品材料，ES 将按客户要求予以归还，但由客户承担费用和 risk。

6. Delivery Dates, Turnaround Time 交付时间和周转时间

- 6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by ES. Nevertheless, ES shall make commercially reasonable efforts to meet its estimated deadlines.

交货时间和周转时间均是估计的时间，不构成 ES 的承诺。但是，ES 将作商业上合理之努力，尽量遵守预计的期限。

- 6.2 Results are generally sent by email and/or by courier service mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

一般说来，一旦完成化验，化验结果将通过电子邮件和/或快递邮件，或通过其他电子手段，及时地寄送给客户在订单上注明的收件人。

7. Transfer of Property 所有权移交

- 7.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if ES has accepted and begun to fulfil an order, ES has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to ES, whether for that or any other order.

在客户完全付清有关发票之前，由 ES 提供的分析结果、产品、设备、软件和类似财产的产权均属 ES；在付清上述有关款项之前，客户不得拥有上述财产的产权，也不得拥有上述财产的使用权。此外，即使 ES 已经接受订单并且已经开始完成订单，如果客户逾期未付到期应付 ES 的款额，不论是与该订单有关的款额还是与其他订单有关的款额，ES 仍有权随时停止为客户工作。

- 7.2 Even after payment in full by the customer, ES shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

即使在客户完全付清之后，ES 有权以匿名方式储存、使用和公布结果，无需注明客户的名称。

8. Limited Warranties and Responsibilities 有限保证和责任

- 8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but ES cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by ES, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

ES 根据其已开发的和一般使用的现有的技术和方法，在其可供使用的条件下处理订单，结果未必总是 100% 准确和/或适用。分析、阐释、评估、咨询工作和结论均以商业上合理的认真态度完成，但是 ES 不能保证一切均永远正确和绝对。如果订单确认书没有另行明确说明，上述有限保证将于样品交付日期 6 个月到期失效。不论在何种情况下，如果客户意欲在重要事项方面依赖 ES 提供的结果、阐释、评估和结论，客户必须独立鉴定其有效性，并自行承担其风险。

- 8.2 Each analytical report relates exclusively to the sample analysed by ES. If ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate

每一份分析报告仅仅与 ES 分析的样品有关。如果 ES 没有受到明确委托或没有收到付款以确定采样计划（例如应该分析何种材料的样品、何种成品产品的样品，以及应该进行多少次分析等等）和分析的准确范围，或者，如果客户没有遵循 ES 的建议，那么，如果采样计划和/分析范围证明不完整或不适当，ES 将不承担任何责任。

- 8.3 The customer is responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of ES. ES will use commercially reasonable care in handling and storing samples, but ES shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

客户应负责以正确的方式提交供 ES 进行检验/分析的样品或进行生产的材料。除非 ES 另行书面同意，否则，如果样品在运输途中受到损失或损害，或者提供物流服务的设施或场所受到损失或损害，ES 概不承担责任。自样品发送直至交付到 ES 的办公地点或化验室，客户均应对样品的安全、包装和保险负责。ES 将以商业上合理之认真态度处理和储存样品，但是，如果样品受损或遭到破坏，即使是在其化验室接受样品之后，ES 也不得承担任何责任。

- 8.4 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately if the samples are dangerous or otherwise of a hazardous nature.

客户在此向 ES 保证和表述，所有送交 ES 分析的样品均处于安全和稳定状态，并且承诺，如果由于样品不安全或不稳定（即使客户可能在样品上或在订单上注明了样品可能发生的问题）以致 ES 或其人员遭受损失、伤害、索赔或费用开支，客户将对 ES 进行赔偿。如果样品是危险物品或属危险性质，客户必须在装运之前书面通知 ES，并且应该在样品、样品包装和/或盛器上贴上适当标签。

- 8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and ES. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold ES harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

除非双方以书面形式另有其他协议，否则，客户与 ES 之间的合同关系仅限于客户和 ES 之间。所有订单均不涉及任何第三方受益人，也不涉及连带担保。如果任何第三方提起与客户或客户订单有关的任何索赔要求，客户应对 ES 进行赔偿，保证 ES 不受任何损害。

9. Limitation of Liability 责任限度

- 9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all ES partners and affiliates, the "ES Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of an order and then, only if ES has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the ES Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the ES Indemnifying Party's wilful misconduct in connection with the performance of the order and (ii) ten times the amount ES actually received from the customer in relation to the order up to one hundred thousand Chinese Yuan (CNY100,000).

除非有关法律不允许或视其无效，否则，ES 责任限制如下：(a) ES（包括其工人、办公室文书、雇员、代表、经理、官员、董事、代理人、顾问以及所有合伙人和关联人，下称“ES 赔偿方”）仅仅对由于 ES 赔偿方履行订单时的蓄意不当行为所造成的直接的和立即的损害承担责任，而且，ES 必须是在客户知晓有关索赔日期后的 6 个月之内接获有关通知（除非有法律规定更加长时间，并且不得在合同中加以限制）；(b) 不论在何种情况之下（不论是否因合同而引起的，或是因侵权、疏忽、严格责任而引起的，或是通过赔偿或通过其他原因而引起的），ES 赔偿方对于与本条款和条件所述的 ES 服务有关的每起索赔或有关系列索赔的责任以及客户的独家救助，应限于以下较少的一种：(i) ES 赔偿方与履行订单有关的蓄意不当行为所造成的直接的和立即的损失或损害；(ii) ES 从客户实际收到的与有订单有关的费用的 10 倍金额，最高额不得超过十万元人民币（CNY100,000）。

- 9.2 The ES Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

凡由客户或第三方造成的非直接的、直接的和后果的损失或损害（包括但不局限于业务损失、利润损失、商誉损失、商业机会损失或其他类似损失），ES 均不承担任何责任。

9.3 It is a condition of ES' acceptance of an order that the customer indemnifies the ES Indemnifying Parties for any losses, injuries, claims and costs which the ES Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the ES Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

ES 接受订单的条件之一是，如果 ES 赔偿方由于其履行本条款和条件规定的或与其有关的作用，由于根据本条款和条件所提供的服务、产品或软件，而遭受任何损失、伤害、索赔或费用支出（本条款和条件规定 ES 赔偿方承担的除外），客户应向 ES 赔偿方进行赔偿，而且，一旦客户下了订单，客户即等于是同意提供上述赔偿。

10. Repeated Analysis 重复分析

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of any repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if ES has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

客户可在收到测试结果后 30 天之内对测试结果提出质疑。但是，除非重复测试结果显得与第一次测试结果不相符合，否则，客户应承担重复测试或重新审核的费用。此外，只有在 ES 收到客户质疑时手头仍有足够原样品的情况下才能进行重复分析。否则，客户必须支付所有费用，其中包括重复分析所需的采样、运输、分析和处理的费用。

11. Force Majeure 不可抗力

ES cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond ES' reasonable control, or which result from compliance with governmental requests, laws and regulations.

如因不可预见的或超出 ES 合理控制能力的事件或情况，或因必须遵守政府规定、法律和条例，而造成延误、错误、损害或其它问题，不得要求 ES 承担任何责任。

12. Confidentiality & Processing of Customer Data 保密和客户资料处理

12.1 ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

ES 有权保留和处理不论以何种方式从客户那里获得的个人资料和商业资料，不论这些资料是直接来自于客户还是来自于第三方，ES 将使用商业上合理之努力根据有关法律对该资料保密。

12.2 ES shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to ES' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

ES 将使用商业上合理之努力对所有分析结果和服务报告保密，但是保留 7.2 款规定之权利以及为证明有权收取服务费而使用这些材料的权利。

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of ES. In addition, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Analysis results are not to be publicly disclosed or exploited without the prior written consent of ES. Even if such written consent is given by ES, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the ES Indemnified Parties against any liability which the ES Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

所作出的和所提供的分析结果仅供客户使用，未经 ES 事先书面同意不得为任何目的向任何第三方泄露。此外，客户必须对 ES 提供的所有服务及其结果保密，对 ES 交付的产品成分和软件保密。未经 ES 事先书面同意，不得公开泄露和利用分析结果。即使 ES 给予书面同意，(a) 客户仍应对向第三方泄露该结果所产生的后果负责，对该第三方由于依赖该结果而产生的后果负责；(b) 客户在此同意，如果 ES 由于客户透漏上述结果，或者由于第三方依赖上述结果而引起任何责任，客户应对 ES 接受赔偿方进行赔偿。

13. Disclaimer and Miscellaneous 免责声明和其他规定

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND

RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY ES ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF ES CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

凡与 ES 提供的测试服务、测试结果、设备、产品或软件的方式、质量及时间有关的所有条款、条件和保证（包括与适销质量或对某一特定目的的适合性的暗示保证）均在法律允许的最大范围内属于除外责任。本条款和条件所述的 ES 的保证、义务和责任均属排他性质。

- 13.2 These Terms and Conditions may be modified in writing from time to time by ES and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time ES accepts the order.

本条款和条件可由 ES 不时以书面形式修改，所有订单应受 ES 接受订单时实行的本条款和条件的最新版本管辖。

- 13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

如果任何法院放弃或限制本条款和条件的任何一部分，或宣布本条款和条件的任何一部分为无效、违法或不可执行，其他部分将依然最大程度地适用。

- 13.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

ES 和客户如果未能行使本条款和条件规定的任何权利，不得等同于放弃或废除该权利。

14. Governing Law/ Jurisdiction 适用法律/司法管辖权

- 14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of (the city and State) People's Republic of China in which the registered office of the ES company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.

本条款和条件的解释、有效性和执行受中华人民共和国法律和接受有关订单的 ES 注册办事处所在的商业法院（市或地区）管辖（如果辩护涉及多位律师或第三方被告，亦是如此）。上述法院享有专属司法管辖权。