

一般通用条款 General Conditions

报价说明/ Details in quotation:

1: This quotation only includes AS service fees, not including sample shipping costs that may be required, and random testing costs for unlisted / uncertified parts. Your company should actively cooperate in paying related fees. If you need our company to pay on your behalf, you should pay us the corresponding fees when you submit your application, otherwise you should bear the responsibility for it.

本报价仅包括那尔服务费，但不包括可能需要的样品运输费用，及未列名/未认证零部件随机测试费用。届时贵公司应积极配合缴纳相关费用，若需本公司代付的，贵公司应在提出申请之时向本公司支付相应的费用，否则因此产生的责任由贵公司自行承担。

2: The quotation is based on the information provided by your company. Our company reserves the right to adjust the fees and schedule if it is found that more tests must be added after receiving the complete model and documents.

该报价单是基于贵公司提供的信息而报出的。如果收到完整的样板及文件后发现必须增加更多的测试时，本公司保留调整收费及时间表的权利。

3: This certification cycle starts from the date when the company collects the samples, product information and corresponding funds, and ends when the confirmation letter or certificate is obtained; the cycle is based on empirical evaluation, and it does not rule out that some special projects have a certain time deviation due to the certification authority. Delays due to samples quantities, incomplete information, revisions and retests, and late payments are not counted in the cycle.

此认证周期自本公司收齐样品、产品资料及相应款项之日起，至取得确认函或证书之日止；周期是基于经验评定，部分特殊项目因发证机构原因不排除有一定的时间偏差。因样品数量、资料不齐、改版重测，付款不及时等原因拖延的时间不计算在内。

4: The certification test performs corresponding type approval on all samples sent by the client. Testing and reporting are only responsible for the samples of the client, and the products put into the market by the client should be consistent with the consistency of the model approval test samples.

认证测试均对委托方送样做相应的型号核准，测试和报告仅对委托方样品负责，委托方投入市场的产品应与型号核准测试样品的一致性相符合，否则由此产生的责任与纠纷由委托方自行承担。

5: The Company reserves the right of subcontracting part(s) of the testing to other recognized laboratories which complies with the requirements of ISO17025.

本公司保留将部分测试转包给其它符合 ISO17025 体系认可实验室的权利。

违约责任/ Liability for breach of contract

1: If your company overpays or fails to pay the down payment to the company in full, you should pay the company a liquidated damages (1%) for each day of delay; if the payment is overdue (7) days, the company has the right to cancel this quotation unilaterally.

贵公司逾期、未足额向本公司支付首付款的，每逾期一日应向本公司支付未付款项（1%）的违约金，逾期超过（7）日未支付的，本公司有权单方解除本报价单。

2: If your company does not pay the remaining balance to the company in full, the company has the right not to deliver the certificate and asks you to pay for the services the company has already done. Your company should also pay liquidated damages to the company: 10% of the total amount.

贵公司未足额向本公司支付剩余尾款的，本公司有权不予交付证书，且有权要求贵公司支付本公司已经作出服务的费用，贵公司还应向本公司支付违约金：总金额的10%。

保密条款/Confidential Terms

Without the company's consent, your company must not discuss or disclose any content of this quotation or copy this quotation with a third party, otherwise you should pay our company a penalty. If other losses are caused to the company as a result, your company shall be liable for damages. AS is committed to complying with commercial confidentiality agreements on your samples and technical information.

未经本公司同意，贵公司不得与第三方讨论或泄露本报价单任何内容或复制本报价单，否则贵公司应向我司支付违约金，给本公司造成其他损失的，贵公司应当承担损失赔偿责任。那尔同时承诺对贵司样品、技术资料遵守商业保密协议。双方的保密义务不因本报价单的终止、解除而灭失，保密期限至保密信息通过合法渠道进入公知领域为止。

不可抗力/ Force Majeure

1: Either one of the two parties must notify the other party within (24) hours due to irresistible non-human factors, and submit a written report to the other party that the agreement cannot be performed within (7) days of the event. In this case, it is not considered a breach of contract, and the two parties may resolve the related issues through negotiation.

1: 双方任何一方因不可抗拒的非人为因素影响协议的执行，须在（24）小时内通知对方，并在事件发生的（7）日内，向另一方提交协议无法履行的书面报告。此情形不视为违约，相关事

6: This quotation is valid within 30 days from the date of issuance.

本报价单自签发之日起 30 天有效。

申请认证流程/Application Procedure:

1: Sign back this quotation, fill in the Application Form, submit the technical information& samples, and make payment according to payment terms.

贵公司回签此报价单，并填写《申请表》寄送样板和产品资料，并按照付款方式支付款项。

2: We'll arrange the test and check the submitted information. However, if there are any non-conformities, we will inform you to modify the sample and you should resubmit samples and qualified materials after receiving the notice within **【20】** days.

安排测试并核对资料，如果有不符合项目，及时通知贵公司整改，贵公司应在接到通知后**【20】**日内重新送样和提供合格的资料。

3: If the entrusting party fails to provide correct information, rectify samples, modify parts, and confirm documents required during the sign-back certification process for more than 6 months, the company (ASTC System) will close the project without refund. The company has the right to unilaterally terminate this quotation agreement. If the case is restarted, it will be handled as a new case.

如因委托方未能配合提供正确资料、整改样品、部件和确认回签认证过程中需要的文件等超过6个月，本公司（那尔系统）将关闭该项目而不予退款，本公司将有权单方解除本报价单协议。若重新启动案件则按照新案件处理。

4: In the event of non-conformity, the client requests retesting, and additional retesting fees will be charged.

遇到不符合的项目，委托方要求重测的，将收取额外的重测费用。

5: When the project testing / certification data is reviewed and approved, the client can obtain the certificate only after clearing the balance.

项目检测/认证资料评审通过后，委托方结清尾款后方可取得证书。

6: For details of material preparation and sample processing, please refer to the Application Form.

准备资料和样品处理详见《申请表》

宜双方可协商解决。

2: Force majeure refers to: government actions, wars, fires, floods, earthquakes, typhoons, and other accidents that are unforeseeable and whose occurrence and consequences cannot be prevented or avoided.

2:不可抗力系指：政府行为、战争、火灾、水灾、地震、台风及其他不可预见并且对其发生和后果不能防止或避免的事故。

争议解决/ Dispute Resolution:

1: This quotation governed by and construed in accordance with the laws of the people's Republic of China.

1: 本报价单受中华人民共和国法律管辖并按其进行解释。

2: If there is any dispute during the enforcement process , the two parties shall firstly be settled though amicable negotiation. Only if the negotiations fails, any of the two parties can file suit to Hangzhou Yuhang District People's Court.

2: 本报价单在执行过程中，若发生争议，双方应友好协商解决，协商不成，任何一方均可向杭州市余杭区人民法院提起诉讼。

其他/ Miscellaneous

1: If there are unfinished matters in this agreement, the two parties can negotiate and sign a supplementary agreement. The supplementary agreement has the same legal effect as this agreement.

In the event of a conflict between the supplementary agreement and this agreement, the latter agreement shall prevail.

1:本报价单如有未尽事宜，双方可协商并签订补充文件，补充文件与本报价单具有同等法律效力，补充文件与本报价单相冲突的，以签订在后的文件约定为准。

2: This quotation is made in two copies, one for each party. This agreement takes effect from the date of signing by both parties. The fax of this quotation has the same legal effect as the original, and the two parties signify that they agree to the relevant content of this agreement.

2: 本报价单一式两份，双方各持一份，本报价单自甲乙双方签订之日起生效。本报价单传真件与原件同样具有法律效力，双方签订即表示同意本报价单相关内容。

(No text below/以下无正文)