

# CCIC Australia General Service Terms

## 1. 总则

申请人自愿向中国检验认证（集团）澳大利亚有限公司（以下简称 CCIC 澳大利亚有限公司）申请相关业务服务。

### 1. General

The applicant (hereinafter referred to as the “Client”) applies to CCIC Australia (hereinafter referred to as the “Company”) for relevant services on a voluntary basis.

## 2. 提供服务

### 2. PROVISION OF SERVICES

2.1 CCIC 澳大利亚有限公司出具的测试报告和/或检验证书（下称报告和/或证书）所反映的内容是 CCIC 澳大利亚有限公司根据申请人所提供的样品、相关资料及所作出的指示下，在技能与在当时当地客观上得以行使的条件下，已尽适当义务及使用适当技术实施检验后所签发的。报告或证书中的检验结果反映 CCIC 澳大利亚有限公司当时当地条件下的检验情况。出具报告或证书后，相同或不同的检验机构在不同时间、不同地点以相同或不同的检验方法、技术或仪器对同一种产品所做出的不同检验结果，不能成为申请人向 CCIC 澳大利亚有限公司请求任何赔偿的合法理由。

2.1 Test Reports and/or Inspection Certificates are issued by the Company with reasonable care and appropriate skill on the basis of relevant documents, and where and when applicable, samples provided by the Client and in accordance with Client’s specific instructions. Reports and/or Certificates will reflect the facts as recorded by the Company at the time and site location of inspection. For the same commodity, different inspection results issued by the Company or other inspection companies at different time, location or using different inspection methods, technology or instruments, does not in any circumstances whatsoever constitute any legal excuse or reason for lodging a claim against the Company.

2.2 如申请人希望 CCIC 澳大利亚有限公司使用某种检测方法或技术，请以明示方式告知 CCIC 澳大利亚有限公司。在 CCIC 澳大利亚有限公司使用申请人确定的检验方法或技术进行测试、检验、鉴定并出具测试报告或/和检验证书后，申请人不得以使用其它检测方法或技术所得到的不同检验结论为理由，对 CCIC 澳大利亚有限公司已出具的测试报告或/和检验证书提出异议，更不得以此作为索赔理由。

2.2 In case the Client requests the Company to perform the services using specific testing methods or technology, the Client shall expressly inform these requirements to the Company. After the Company performs any test(s), inspection and/or surveying and issues Test Reports and/or Inspection Certificates using inspection methods or technology specifically requested by the Client, the Client shall not lodge any claim based on different results obtained by using other testing methods or technology.

2.3 CCIC 澳大利亚有限公司出具的测试报告与检验证书并不免除申请人在其所签订的相关合同中所约定的权力和义务，与此相反的规定对 CCIC 澳大利亚有限公司均无约束力。

2.3. The issuing of Test Reports and Inspection Certificates by the Company does not release the Client from any rights, interests and/or obligations stipulated in the relevant contract. The Company is not subject to or bound by any opposing stipulations.

2.4 凭申请人所送样品进行的测试和分析所签发的测试报告和/或检验证书，CCIC 澳大利亚有限公司对上述样品的结论并不反映对整批货物的抽样检测。如果需要整批货物作特别的安排，实施整批货物的抽样工作，申请人须提前作出明确指示。

2.4 Test Reports and/or Inspection Certificates issued by the Company, according to samples provided by the Client, do not express any conclusion of the Company upon the lot from which the samples were drawn. The Client shall otherwise inform the Company in advance expressly for the arrangement of sampling the whole lot if necessary.

2.5 申请人申请 CCIC 见证第三方检测机构检测，申请人同意 CCIC 在第三方测试时，在现场见证检验结果和提交检测结果。CCIC 不对第三方使用的检验仪器精度和检验方法、分析人员及检测结果负责。

2.5 Should the Client request the Company to witness any third party intervention, the 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 process of events occurring, for such an intervention. The Client agrees that the Company is not responsible for the calibration or accuracy of instruments and measuring devices used, the analysis methods applied nor the qualifications of third party personnel and/or their analysis results.

2.6. 如果申请人要求把申请人送检的分析样品送交第三方实验室进行检测，并且该分析样品在 CCIC 澳大利亚有限公司的实验室已被证明其结果的，CCIC 澳大利亚有限公司不对第三方检测的结果负责。如申请人提出要求，CCIC 澳大利亚有限公司只对上述样品来源于申请人以及经申请人要求送交第三方实验室进行检测做出证明。

2.6. Should the Client request the samples provided by them (having been tested at the Company's laboratory) to be tested at the laboratory of any third party, the Company shall not be responsible for the results of the third party. Upon request, the Company can only issue certificate indicating the origin of samples and the fact of sending the samples to the third party laboratory.

### 3. 责任和赔偿

#### 3. LIABILITIES AND INDEMNIFICATION

3.1 CCIC 澳大利亚有限公司既非保险业者又非担保人，不承担一切具有保险及担保人应承担的责任。申请人应为可能发生的损失或危险自行申办保险并支付相关费用，以在损失或危险发生时得到适当的保障。

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

3.2 CCIC 澳大利亚有限公司仅对证书中严重失实的检验结果承担赔偿责任。而且，申请人因证书中出现严重失实的检验结果要求 CCIC 澳大利亚有限公司赔偿其损失的，CCIC 澳大利亚有限公司应赔偿的金额总计无论如何不超过检验费或佣金的十倍，或两万美元（或等值本国货币），这两个金额中较少的一个。本公司不負責任何间接或其他衍生性之损失。对于申请人因严重失实的检验结果所引起的间接损失，包括申请人与任何第三方签订的合同中可期待利益的损失，将来业务和客户的损失、生产的损失、合同不能履行的损失等。当涉及到多项检验费用或佣金的支付时，如果检验费用或佣金是分别计算的，申请人申请赔偿的费用只以其中的一项或多项存在严重失实

的检验结果所发生的检验费或佣金作为计算标准,而不是以申请人已交纳或应交纳的全部检验费和佣金来计算赔偿额。

3.1 The Company is only liable for inspection results that are seriously inconsistent with the facts. The liability of the Company for such a situation shall, under no circumstances, exceed a total aggregate sum equal to ten times the amount of the fee or commission paid for the service provided in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser. The Company shall have no liability for any indirect or consequential loss including any loss of expected profits in the contract with the third party, loss of future business and clients or loss of production and non-fulfillment of contract. As where and when several part-payment of inspection fees or commissions are involved, the fees or commission are to be calculated separately in compensating the Client for those inspection results seriously inconsistent with the facts, i.e. only one or several items of inspection fees (not all the fees or commission due or paid to the Company) covering serious mistakes shall be calculated as the basis of compensation.

3.2 如确因 CCIC 澳大利亚有限公司的责任,造成测试报告和/或检验证书中检验结果严重失实的,申请人必须在与 CCIC 澳大利亚有限公司签定协议之日起 12 个月之内提出赔偿,并且必须在发现所谓证明索赔的事实起 30 天内书面通知本公司。提出赔偿的方式包括直接向 CCIC 澳大利亚有限公司要求赔偿,向法院起诉或申请仲裁;超过规定期限提出赔偿的,CCIC 澳大利亚有限公司对申请人的赔偿责任将当然免除。

3.2 In the event of any claim due to serious mistakes in the Test Reports and/or Inspection Certificates of the Company, the Client must lodge the claim against the Company within 12 months from the date of contract-signing with the Company. The client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim. The method of claim may include requesting the Company directly for compensation, suing at a court of law or applying for arbitration. The Company shall be discharged from all liability for claims lodged out-side of the stipulated period.

3.3 CCIC 澳大利亚有限公司按约定的工作日期进行检验工作,出具测试报告和/或检验证书,但客观情况导致无法及时出具测试报告和/或检验证书的情况除外。

3.3 The Company performs the inspection, the issuing of the Test Reports and/or Inspection Certificates at the mutually agreed date, exclusive of the cases in which situations and conditions beyond the Company prevent it to do so.

3.4 经 CCIC 澳大利亚有限公司授权的任何分支机构、代表处或与 CCIC 澳大利亚有限公司签定有合作协议的检验、测试机构均可代表 CCIC 澳大利亚有限公司执行全部或部分已达成合约的工作。

3.4. Any affiliate companies, representative offices or testing, inspection companies having Cooperation Agreement with the Company may perform the whole or part of the service contract on the Company's behalf.

#### 4. 申请人的责任

#### 4. OBLIGATIONS OF CLIENT

4.1 申请人所提交给 CCIC 澳大利亚有限公司的文件(包括第三方的文件或反映申请人与第三方有约定的文件),诸如销售合同、信用证、提单等,仅被 CCIC 澳大利亚有限公司认为是信息的提供,并非对 CCIC 澳大利亚有限公司的权利和义务进行约定或限制。

4.1 Should the Company receive documents reflecting contractual arrangements between the 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.

4.2 申请人须在适当的时间内对 CCIC 澳大利亚有限公司提出的所有服务要求或指令提供充足的说明、介绍或信息，以确保 CCIC 澳大利亚有限公司得以应申请人的要求顺利实施服务，因申请人延迟给予足够的信息，造成 CCIC 澳大利亚有限公司无法及时进行测试、检验或鉴定并出具测试报告或/和检验证书的，CCIC 澳大利亚有限公司不构成违约，并不负因此引起的一切责任。

4.2 The Client will ensure that sufficient information, instructions and documents are given in due time to enable the required services to be performed. The Company shall not be regarded as breaching any contract and will be released from all liability due to the delayed submitting of sufficient information by the Client, which may result in delayed testing, inspection, surveying or issuing of Test Reports and/or Inspection Certificates.

4.3 CCIC 澳大利亚有限公司对申请人所提供资料和/或信息的错误、遗漏或虚假及其引起的后果不负责任。

4.3 The Company is not liable for or due to any consequences resulting from incorrect, omitted or false documents and/or information provided by the Client.

4.4 申请人同意为所要求实施的服务采取必要措施消除障碍。不论 CCIC 澳大利亚有限公司是否提出要求，申请人均应确保 CCIC 澳大利亚有限公司工作人员所到达的工作地点、环境确经慎重考虑并具有足够的安全保障。因申请人未提供足够的安全保障措施，CCIC 澳大利亚有限公司及其工作人员有权拒绝到上述工作地点进行工作；如申请人未提供足够的安全保障措施造成 CCIC 澳大利亚有限公司人员伤亡或财产损失的，申请人应负赔偿责任。

4.4 Client will take all necessary steps to eliminate any obstacles to the company performance of the required services. The Client will ensure that all necessary measures are taken with reasonable care for safety and security at working locations and conditions prevailing during the performance of services and will not rely, in this respect, on the Company's advice whether required or not. In case of failing to do so, the Company and its staff are entitled to refuse work at the said locations. The Client shall be liable for compensation from any damage or losses to the Company in case of insufficient safety protections.

4.5 如申请单上所陈述的整批货物或样品中有实际存在的或潜在的任何危害或危险，或在检验、测试过程中有实际存在的或潜在的任何危害或危险，如放射性的、有害的、有毒的元素或材料，环境污染或毒害等，须事先书面通知 CCIC 澳大利亚有限公司及其工作人员。如申请人未履行通知义务造成人员伤亡或财产损失的，由申请人承担全部责任。

4.5 The Client will inform the Company in writing in advance of any known hazards or dangers, actual or potential, associated with any lot of goods or samples or testing/inspection including, for example, presence or risk of radiation, toxic or noxious elements or materials, environmental pollution or poisons. The Client will take full responsibility for personnel injury, damage or loss of property owned by the Company due to non-performance of such notice.

4.6 为确保 CCIC 澳大利亚有限公司实施服务的有效性，申请人应提供准确、有效的电话、地址

或电子邮箱，以确保 CCIC 澳大利亚有限公司人员能收到申请人所发出的传真、电子邮件、信函等书面文件以及 CCIC 澳大利亚有限公司能将有关信息及时传达给申请人。如申请人变更通讯方法、应及时通知 CCIC 澳大利亚有限公司，否则 CCIC 澳大利亚有限公司不承担延迟送达的法律后果。

4.6 For the Company's service validity, the Client shall provide the Company with accurate, valid telephone/fax numbers, e-mail and location address details to ensure the Company personnel receive fax, e-mail or correspondence etc. from Client in a correct and vice versa manner. The Client shall inform the Company of any changes in such contact details. Otherwise, the Company is not responsible for any delayed delivery thereof.

4.7 在任何情况下，申请人不得改变、篡改或损伤 CCIC 澳大利亚有限公司的证书或报告中的内容及外观。所有由 CCIC 澳大利亚有限公司出具的测试报告或/和检验证书的部分或全部，版权属 CCIC 澳大利亚有限公司所有；未经 CCIC 澳大利亚有限公司同意，申请人不得用作广告促销等以营利为目的的各种用途。

4.7 The Client should not, under any circumstances, alter, adjust or hinder the contents and appearance of the Company's reports or certificates. The Company reserves the copyright for the whole or part of Test Reports and/or Inspection Certificates. Client shall not use them for commercial purposes, such as business promotion without the consent of the Company.

4.8 如果申请人违反本国及相关国家的有关规定，擅自进出口或者经营被限制以及被禁止进出口的货品，所涉及的一切法律责任与 CCIC 澳大利亚有限公司无关。

4.8 The Company takes no responsibility in case the Client, in violation of the relevant regulations of China or abroad, purposely imports/exports or undertakes business covering restricted or banned goods.

## 5.样品的存放及处理

### 5. SAMPLE HANDLING

5.1 自 CCIC 澳大利亚有限公司出具测试报告或/和检验证书之日起，CCIC 澳大利亚有限公司将对由申请人提供的样品进行保存，如无特别书面约定，保存期为 30 天，超过 30 天保存期或特别约定的保存期，CCIC 澳大利亚有限公司有权单方面处理样品，此后本公司中止对该样品的任何责任。如果申请人需退回样品，应事先提出要求，由此而产生的一切费用应由申请人支付，保存期届满后，如申请人要求 CCIC 澳大利亚有限公司继续保存样品，并且继续保存两个星期以上的，CCIC 澳大利亚有限公司有权向申请人收取一定的仓储费。由此产生的存储费由申请人支付。如产生样品的特殊处理费用，由申请人支付。

5.1 All samples provided by the Client shall be retained by the Company for 30 days from the date of issuing the Test Reports and/or Inspection Certificates except if otherwise agreed in writing, the Company may, at its discretion, dispose of those samples retained for more than the 30 days or over any other prior mutually agreed period. Company shall cease to have any responsibility for such samples. The Company may return samples to and at the prior request of the Client with all relevant expense to do being borne by the Client. Storage of samples for more than 30 days shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

5.2 保存期间 CCIC 澳大利亚有限公司仅负责提供场所存放由申请人所提供的样品，CCIC 澳大利亚有限公司没有义务保障样品免于损坏、减少或灭失。

5.2 The Company only provides the place for retaining samples and is not liable for any damage, reduction or loss of samples.

5.3 申请人应对样品的特性、存放方法和存放期限，可能产生的危害结果等事项以明示的方法告知 CCIC 澳大利亚有限公司。如该样品具有严重危害性或危险性，CCIC 澳大利亚有限公司有权要求由申请人提供场所存放样品。

5.3 Client shall expressly inform the Company of the characteristics, methods and duration of storage for samples and any known hazards or dangers etc. In case of highly noxious or dangerous samples being involved, the Company is entitled to request the Client to provide a relevant place for storage.

5.4 申请人提供的样品在 CCIC 澳大利亚有限公司检验及保存期间，如公检法部门及其它执法部门要求查封、扣押、提取样品或采取其它法律措施，CCIC 澳大利亚有限公司不再承担保存及其它责任，申请人亦无权因此向 CCIC 澳大利亚有限公司请求任何赔偿。

5.4 Should any law-enforcement department seal, detain or take away the samples or any other lawful measure taken relevant to samples, the Company will no longer be liable for keeping samples, and Client shall not be entitled to claim for any compensation thereof.

## 6. 收费和支付

### 6. FEES AND PAYMENT

6.1 申请人应按约定的时间与费用按时支付有关费用：如双方约定不明的，则在 CCIC 澳大利亚有限公司发出交款通知书之日起 30 天内支付相关的费用。申请人对交款通知书中确定的费用有异议的，应在收到交款通知书之日 10 天内向 CCIC 澳大利亚有限公司提出，否则，视为申请人承认交款通知书上所确认的费用数额。申请人逾期交纳费用的，应向 CCIC 澳大利亚有限公司支付逾期付款违约金。逾期付款违约金以申请人尚未支付的全部费用作为计算标准，以每日千分之一的比率计算。从付款期限届满起计至所有款项付清为止。

6.1 The Client will pay the agreed amount of fees in the appropriate time period. In case the relevant clause period is unclear, the Client shall pay the fees within 30 days upon the Company issuing the Payment Notice. Should the Client have objections regarding the Payment Notice, it must inform the Company within 10 days upon receiving the Payment Notice. Otherwise, the amount notified is to be regarded as accepted by Client. In case of failing to pay the amount due in time, a penalty for breach of contract will be incurred on the part of the Client at a rate of 0.1% per day from the due date up to the date payment is actually received.

6.2 申请人无权与 CCIC 澳大利亚有限公司在会计方面有不同意见为由而保留或推迟任何已到期款项的支付，或者超越赔偿期限处理赔偿事宜。

6.2 The Client shall not be entitled to retain or defer payment of any amounts due to the Company on account of any financial dispute, or delay to compensate the Company.

6.3 申请人在委托 CCIC 澳大利亚有限公司进行测试、检验、鉴定或从事其它服务后，如申请人发生任何可能造成无力支付或终止支付 CCIC 澳大利亚有限公司的费用的事件，如无力偿还债务、中止业务、歇业、破产等，CCIC 澳大利亚有限公司有权立刻单方面延缓、终止进行申请人委托

的所有事项。由此造成 CCIC 澳大利亚有限公司迟延完成任何服务的，部分或全部终止任何服务的，CCIC 澳大利亚有限公司均无需承担任何违约责任，但申请人仍应按 CCIC 澳大利亚有限公司已实际进行工作的进度，数量支付已实际发生的所有费用。

6.3 During the course of testing, inspection, surveying or other services, the Company shall be entitled to immediately and without liability either suspend or terminate service provisions in the event of any suspension of payment, insolvency, cessation of business or bankruptcy by the Client. If the Company is unable to perform all or part of the services due to any such afore-described situation, the Company shall take no responsibility for violation of contract and nevertheless be entitled to payment of all fees and expenses equal to the proportion of the services actually carried out.

6.4 如因申请人的原因造成 CCIC 澳大利亚有限公司的服务被中断，所有实际发生的费用或者因服务中断所支出的费用，申请人均须支付给 CCIC 澳大利亚有限公司。

6.4 Client shall pay all fees and expenses actually incurred by the Company for suspension of services as result of the Client's own reasons.

6.5 申请人与 CCIC 澳大利亚有限公司就服务内容已有约定，如出现不可预见的事件致使需增加额外支出，CCIC 澳大利亚有限公司应通知申请人实际增加额外支出的情况，如申请人没有书面函件表明其要求中断或终止该项服务，应视为申请人已授权同意支付因此所额外增加的费用，并对 CCIC 澳大利亚有限公司为完成工作所增加的额外的工作量予以补偿。

6.5 In the event any unforeseen problems or expenses arising from and during the course of carrying out the required services, the Company shall endeavor to inform the Client accordingly and shall be entitled to charge additional fees to cover extra time and cost incurred by necessity to complete the services unless the Client gives notice to the Company in writing to suspend or terminate the service.

## 7. 服务的暂停和终止

### 7. SUSPENSION OR TERMINATION OF SERVICES

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:

- (a) 申请人失于履行任何他应尽的职责, 而且在通知其过失后 10 天内客户不作补救;或
- (b) 申请人的任何暂停付款、与债权人做出安排、破产、无力偿付、破产管理或停业。

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

- (a) 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; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

## 8. 其他

### 8. MISCELLANEOUS

8.1 如果申请单上没有法律上认可的申请人公司印章及经申请人授权的代理人的签名，则该份申请单无效。

8.1 The Clients application paper for services will be invalid without the seal of the lawful entity or the signature of its agents.

8.2 申请人声明保证申请单上所填写的内容的真实性与正确性。任何虚假、错误内容所导致检验结果有误或申请人以及其它有关方面损失的，由申请人承担全部责任。

8.2 The Client guarantees the authenticity and correctness of the contents in the application form for the services required and takes all responsibilities for any wrong inspection results or other losses resulting from false and/or wrong information provided.

8.3 申请人与 CCIC 澳大利亚有限公司一经签订书面申请单，则对双方产生约束力，未经双方书面同意，已签订的所有文件中的内容不得变更、修改或放弃。

8.3 Once a written application form for services is signed, it becomes a binding contract between both parties. The contents of all the relevant documents cannot be altered, modified or abandoned without mutual written consent.

## 9 适用法律与管辖权

### 9. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

9.1 本条款适用中华人民共和国法律。因本条款产生的各种争议按照 CCIC 澳大利亚有限公司与申请人具体约定的方式解决。

9.1 These terms shall be governed by, and interpreted in accordance with the laws of the People's Republic of China. All disputes arising in connection herewith shall be settled according to the specific jurisdiction stipulations between the Client and the Company.

9.2 本条款以中英文两种文本书就，如有歧意以中文为准。

9.2 These terms are drafted in the Chinese and English languages. In the event of any discrepancy in interpreting, the Chinese version shall prevail.