



普德服务通用条款 General Terms and Conditions of PI China Services

前言 Preliminary Statement

普德光伏技术(苏州)有限公司(以下简称“普德”)是一家从事光伏行业的公司,专注于为委托方提供光伏电站相关的测试、监造及检测服务,包括光伏产品测试、光伏产品生产监造和光伏系统和电站检测(以下统称“服务”)。委托方委托普德提供该等服务。

PI Photovoltaic-Institute (Suzhou) Co., Ltd. (hereinafter referred to as “PI China”) is a company of Photovoltaic (PV) industry focusing on PV product testing and inspection, PV product manufacturing process inspection, PV system and power plant testing and inspection (hereinafter referred to as “Services”) to Clients. Clients entrust PI with the above Services.

为了更好地为委托方提供服务,特制定《普德服务通用条款》(以下简称“服务通用条款”)供普德和委托方共同遵守。委托方委托普德提供服务,即视为同意接受本通用条款的全部内容。

General Terms and Conditions of PI Services (hereinafter referred to as “T&C”) is made by PI China and will be legally binding on Clients once Clients entrust PI China with Services.

请委托方在委托普德提供服务之前认真阅读并充分理解本服务通用条款,特别是涉及免除或者限制普德责任的条款、权利许可条款、法律适用和争议解决条款等。**其中,免除或者限制责任条款等重要内容已加粗提示委托方关注,委托方应重点阅读。**

PI China reminds Clients: please read this T&C carefully and make sure that you fully understand all the terms and conditions, especially the clauses regarding to exemption or restriction of liabilities of PI China, licensing, applicable law, settlement of disputes etc., before entrusting PI China. **Clients should pay more attention to the important clauses appeared in bold type.**

1.测试标准 Testing Standards

普德在提供服务时,所采用的测试标准包括IEC标准、PI标准和约定标准,具体由委托方与普德达成一致后书面确认。

In providing Services, the standards will include IEC standards, PI standards, and standards agreed by Clients and PI China, the specific agreement shall be confirmed in writing by Clients and PI China.

2.迟延付款责任 Late Payment Liability

委托方如未按时付款,迟延每日按服务合同/报价单(以下统称“合同”)总金额的千分之五支付违约金,且普德可不向委托方交付服务成果、中止履行合同项下的义务直至委托方全额支付合同款项和违约金,同时普德保留拒绝/中止为委托方提供其它服务的权利。委托方迟延付款超过5个工作日的,普德有权解除合同并要求委托方支付合同总金额50%的违约金,并可任意处置放置于普德处的测试样品等。

In case of any delay in payment, Clients shall pay 0.5% of the total amount of the Services contract or quotation (hereinafter “the Contract”) for everyday in delay as liquidated damages.



Meanwhile PI China may not deliver the results to Clients and suspend performance of the Contract until Clients make full payment of the Contract and liquidated damages. Additionally, PI China has the right to refuse or suspend providing other services to Clients.

If the delay in payment exceeds the maximum of 5 working days, PI China shall be entitled to terminate the Contract unilaterally and continue claiming the payment, as well as a penalty of 50% of the total amount of the Contract. All the test samples will be at PI China's disposal.

3. 不侵权承诺 Non-infringement Commitment

委托方承诺, 其向普德提供的所有说明、计算方法、技术信息等所有资料均不存在侵犯任何第三方权利(包括但不限于著作权/版权、专利权、商标权等等)的情形。否则, 若出现第三方向普德主张权利的情形, 委托方应赔偿普德通过调/和解、诉讼/仲裁等任何途径或方式对第三方承担的全部责任, 并承担普德由此受到的损失(包括但不限于普德支付和承担的诉讼/仲裁费用、律师费用、差旅费及合理的调查费等)。

Clients warrant that all descriptions, calculation methods, technical information and any other materials provided to PI China do not infringe any third party's rights including but not limited to copyright, patent and trademark, or other rights. Clients will indemnify PI China from any third-party claims related hereto and pay for the damages of PI China, including but not limited to, litigation or arbitration fees, attorneys' fees, travel expenses, and reasonable investigation fees relating to the loss of PI China.

4. 服务成果异议期 Objection Period of Services Results

4.1 普德接受委托提供服务, 服务成果为相应的产品测试/监造/电站检测等报告。除非委托方事先明确书面要求, 服务成果均以电子档形式提交。普德所提供的产品测试服务成果仅仅针对该批次测试样品。如测试样品是自某一批次产品中所抽取, 普德的服务成果并不构成该批次产品的总体测试服务成果, 普德不对该测试样品之外的产品发表任何意见。

PI China accepts the entrustment to provide Services and submits the corresponding PV product testing and inspection, PV product manufacturing process inspection, PV system and power plant testing and inspection reports as results. Unless Clients explicitly request in writing, Services results are submitted in electronic form. **The PV product testing results will be only for testing samples. If the test samples are sampled from a certain batch of products, Services results do not constitute the overall testing results of the batch of products. PI China will not express any opinions on products other than the test samples.**

4.2 委托方在收到普德提供的服务成果后应及时进行查验, 如认为服务成果存在缺陷、不足等不合格、不符合约定等异议情形的, 应在收到服务成果之日起两周内将异议情形书面通知普德; 如委托方未在该时限内提交书面异议情形通知, 则视为委托方对服务成果无异议或放弃索偿权, 今后委托方不得以任何理由要求普德予以任何赔/补偿。

Clients shall immediately check and confirm Services results submitted by PI China. If any defective, inadequate, unqualified, or inconsistent situation is found, Clients shall notify PI China in writing within two weeks, otherwise, it is deemed that Clients have no objection to Services results or any claims shall be waived by Clients. Clients shall not claim any compensations in the future by any reason.

5. 责任限制 Limitation of Liability



5.1 普德仅对在服务过程中存在故意或重大过失导致服务成果的缺陷和不足负责，但委托方故意隐瞒测试样品等存在缺陷、不足等情形的，普德不承担任何责任。

PI China is only responsible for the defects and deficiencies of Services results caused by their intentional or gross negligence in the service process, except in cases where Clients deliberately conceal the defects, deficiencies, etc. of test samples.

5.2 光伏产品测试可能会对测试样品造成损坏，对此委托方知晓并接受，不因此要求普德承担任何责任。

Clients understand and accept that PV Product Testing may cause damages to test samples and agree to waive, release and discharge any and all responsibilities against PI China or anyone else associated with the test.

5.3 在任何情况下，普德对委托方的赔偿仅限于委托方的直接损失且不超出普德所收取的服务费金额。PI China shall only be liable for the direct loss of Clients, and the amount of compensation shall in no case exceed the amount of service fee charged by PI China.

6. 争议的解决 Settlement of Disputes

委托方和普德之间的合同及本服务通用条款的效力、解释以及执行等均适用中华人民共和国大陆地区的法律。如委托方和普德因合同及本服务通用条款产生争议和纠纷，由普德所在地有管辖权的人民法院管辖处理。胜诉方因此产生的律师费和其他费用由败诉方承担。该争议解决条款具有独立的法律效力，本服务通用条款中的其他条款无效本条款依然有效。

The validity, interpretation and implementation of this T&C, as well as the Service Contract between Clients and PI China, shall be governed and construed by the laws and regulations of the People's Republic of China. Any disputes arising out of or relating to this T&C or Service Contract, shall be handled under the jurisdiction of the court where PI China is located. The attorneys' fees and other costs incurred by the winning party shall be borne by the losing party.

The invalidity of any other clauses of this T&C shall not affect the validity of this clause.

7. 其他 Miscellaneous

7.1 普德保留将部分测试外包到具备 CNAS 资质实验室测试的权利。

PI China reserves the right to subcontract some tests to other CNAS-qualified laboratories.

7.2 普德和委托方均应对合同的具体内容予以保密。委托方同意，普德可以把为委托方提供服务事项用于为自身业务做宣传并使用委托方名称，但普德不可对外泄露合同的具体内容。

The contents of the Contract shall be held in confidence by both PI China and Clients. PI China only can use the Contract and the name of Clients for advertising or other commercial purposes.

7.3 为向委托方提供更好的服务或因国家法律法规、政策调整、技术条件、测试标准等变化的需要，普德会适时对本服务通用条款进行修订，并将最新的服务通用条款在网站发布。

Considering that laws, regulations, policies, technical conditions, and testing standards are changing all the time, this T&C will be amended accordingly. PI China will publish the latest version on the website (www.pi-lab.cn).



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7.4 该通用条款中英文之间如有歧义, 以中文版为准。

If there is any inconsistency between the Chinese and English version of this T&C, the Chinese version shall prevail.

普德光伏技术(苏州)有限公司

PI Photovoltaic-Institute (Suzhou) Co., Ltd.