

General Terms and Conditions (T&Cs)

一般条款和条件(T&Cs)

1. General provisions 概述

1.1 The below TÜV Saarland Certification GmbH General Terms and Conditions (T&Cs) apply to all present and future business relationships with their customers, particularly to management system certification services.

下列《TÜV Saarland Certification GmbH 一般条款和条件 (T&Cs)》适用于与委托方当前和将来要建立的所有业务关系，尤其是管理体系认证服务。

1.2 The TÜV Saarland Certification GmbH T&Cs apply on an exclusive basis. Deviating, contrary or supplementary general terms and conditions of the Customer apply only if and to the extent TÜV Saarland Certification GmbH expressly agreed in writing to them being of the essence. This approval requirement applies in each case, also if TÜV Saarland Certification GmbH provides services to the Customer subject to no conditions despite being aware of their general terms and conditions.

《TÜV Saarland Certification GmbH 一般条款和条件 (T&Cs)》的应用具有唯一性。只有 TÜV Saarland Certification GmbH 以书面形式明确承认了其重要性，委托人的偏离、相反或补充性通用条款和条件才适用。另外，如果 TÜV Saarland Certification GmbH 在已知其通用条款和条件的情况下，仍然无条件向委托人提供服务，该认可要求也适用。

These T&Cs only apply if the Customer is an entrepreneur (sec. 14 BGB [German Civil Code]), a body corporate organised under German public law or a German public-law special fund.

只有在委托方为公共法律规定的法人或公共法律规定下的专项基金（《德国民法典》第 14 条）时，一般条款和条件才适用。只有当委托人是企业家（《德国民法典》(BGB) 第 14 节）、依据德国公法成立的法人团体或德国公法专项基金时，这些一般条款和条件才适用。

2. Assignment execution 委托的执行

TÜV Saarland Certification GmbH has a right to totally or partially commission those representatives (particularly auditors) or sub-contractors with contract services provision who they diligently selected and who they consider to be adequate; however, they may do so only if this is not contrary to accreditation or approval regulations. The Customer authorises TÜV Saarland Certification GmbH to disclose to the representative/sub-contractor any information required for providing the commissioned services.

TÜV Saarland Certification GmbH 有权按照合同服务规定全部或部分委任其甄选出来的合格代表（尤其是审核员）或分包商，但是只有在在不违反认证或认可规定的情况下，才能进行委托。委托人授权 TÜV Saarland Certification GmbH 向这些代表/分包商披露提供委托服务所需的信息。

3. Remuneration; payment terms 酬金和付款条件

3.1 Unless TÜV Saarland Certification GmbH and the Customer concluded a price agreement, prices payable by the Customer depend on the valid TÜV Saarland Certification GmbH Schedule of Prices and Services subject to changes.

除非 TÜV Saarland Certification GmbH 与委托人达成了价格协议，否则应按照有效的《TÜV Saarland Certification GmbH 价格和服务一览表》（可能有变更）来决定委托人应支付的价格。

3.2 Prices exclude statutory VAT which TÜV Saarland Certification GmbH will separately indicate in their invoices.

这部分价格不包括 TÜV Saarland Certification GmbH 在其发票上单独标注的法定增值税。

3.3 Unless otherwise agreed, TÜV Saarland Certification GmbH invoices must be paid within 14 days from invoicing without any deductions.

除非另有规定，否则 TÜV Saarland Certification GmbH 的发票必须在开票后的 14 天内付清，不得有任何扣减。

3.4 The Customer has an offsetting and retention right only if their claim was legally determined by a court or if this is undisputed. This

restriction does not apply to the Customer's claims due to defective performance under the same contract.

只有在法院依法确定了委托人索赔或者索赔无争议的情况下，委托人才具有抵销权和保留权。该限制不适用于由于未履行同一合同而导致委托人进行索赔的情况。

4. Liability 法律责任

4.1 TÜV Saarland Certification GmbH is liable based on the law to the extent the Customer asserts any claims for damages based on intention or gross negligence, including that of their representatives or vicarious agents, or TÜV Saarland Certification GmbH culpably violates important contract duties, i.e., those duties which are required for ordinary contract fulfilment or upon whose fulfilment the contract partners (may) regularly rely. Should TÜV Saarland Certification GmbH be accused of slightly negligent contract violations, liability for damages in these cases is limited to damage typical of this type of contract or foreseeable at the time of contract conclusion.

针对由于蓄意为之或严重疏忽而导致的损失，包括其代表或代理人的损失，或者由于 TÜV Saarland Certification GmbH 严重违反了重要的合同责任而产生的损失，即常规合同履行职责或合同双方（可能）定期履行的职责，如果委托人提出对这部分损失进行赔偿，依法应由 TÜV Saarland Certification GmbH 承担。如果 TÜV Saarland Certification GmbH 被指控有略微违反合同的行为，由此产生的损失仅限于此类合同的典型损失或者在签订合同时即可预见。

4.2 Liability for culpable injuries to life, limb or health is not affected by this; this applies also to compulsory liability under the German Product Liability Act [Produkthaftungsgesetz].

对人员生命、身体或健康造成严重损害的责任仍然存在，不受影响；这同样适用于《德国产品责任法》[Produkthaftungsgesetz] 所规定的强制责任。

4.3 TÜV Saarland Certification GmbH expressly grants no guarantee as to regularity (faultless quality) and functionality of systems they inspected, checked and/or certified or of services/products they render/manufacture.

TÜV Saarland Certification GmbH 明确说明不对其检验、检查和/或认可的体系或其提供/生产的服务/产品的正常性（质量无瑕疵）和功能性提供担保。

4.4 Unless otherwise provided above, additional liability – regardless of the legal nature of the claim – is excluded. This applies particularly to claims for damages due to other violations of duties or claims in tort for compensation of material damage in terms of sec. 823 BGB.

除非另行规定，否则无论索赔的法律性质如何，都将免除附加责任。这一点尤其适用于因违反职责而进行的损失索赔或 BGB 第 823 章中由于侵权而进行的物质损害索赔。

4.5 The above restriction of liability also applies to the extent the Customer requests compensation for wasted expenses instead of a claim for damages instead of performance.

如果委托人的要求是对浪费的费用进行赔偿，而不是对未履行责任造成的损失索赔，上述责任限制也适用。

4.6 To the extent liability of TÜV Saarland Certification GmbH is excluded or restricted, this also applies to personal liability of their bodies, employees, representatives or vicarious agents.

如果 TÜV Saarland Certification GmbH 的责任被免除或受到限制，这一点也同样适用于其法人、职员、代表和代理的个人责任。

5. Copyrights; data processing 版权和数据处理

5.1 TÜV Saarland Certification GmbH holds all copyrights in expert's reports, test results, calculations etc. they prepare.

TÜV Saarland Certification GmbH 拥有专家报告、检测结果、自己完成的计算等内容的版权。

5.2 For internal purposes, TÜV Saarland Certification GmbH stores business transaction data on data processing systems to the extent required.

TÜV Saarland Certification GmbH 按要求将业务交易数据存储在数据处理系统中，以供内部使用。

5.3 TÜV Saarland Certification GmbH may archive copies of paper documents provided to them for inspection or relevant for assignment execution.

TÜV Saarland Certification GmbH 可以将提供给自己的纸制文件的复印件存档，以供检查或履行任务之用。

6. Miscellaneous 其他

6.1 All disputes resulting from the contract relationship and referring to these General Terms and Conditions are subject to application and interpretation of German law, under exclusion of international private law provisions.

由合同关系引发的所有争议以及涉及一般条款和条件的所有争议都适用德国法律并可据以进行解释，但不适用国际私法的规定。

6.2 The place of performance and the exclusive venue for the Customer with regard to all disputes related to the contract is Sulzbach (Saar) if the Customer is an entrepreneur, a body corporate organised under German public law or a German public-law special fund. However, TÜV Saarland Certification GmbH may bring actions against the Customer also at their general venue.

如果委托人是企业家、依据德国公法成立的法人团体或德国公法专项基金，委托人应将 Sulzbach (Saar) 作为合同争议的履行地点和专属场地。但是，TÜV Saarland Certification GmbH 也可以在其常规场地对委托人提起诉讼。

6.3 Should single provisions be or become totally or partially invalid, this does not affect validity of the remaining provisions. Provisions totally or partially invalid are to be replaced by such provisions whose economic success comes closest to that of the invalid provisions.

当某条款完全或部分失效或即将完全或部分失效时，剩余条款的有效性将不受影响。完全或部分失效的条款应由经济上最接近失效条款的条款代替。

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