**服务通用条款**

实施日期：2019年12月02日——至今

苏州为石标准技术服务有限公司（下称“为石标准”）根据甲方（下称“客户”）委托，向客户提供可靠性与环境试验、技术咨询等技术服务，并出具相应的报告。除非双方另有书面约定，本通用条款作为报价合同的组成部分，为石标准与客户均应遵守。

**一、双方权利及义务**

1、客户根据为石标准要求，提供服务所必需的样品和有关资料，并保证全部资料真实、完整、合法、有效，且不存在权属争议、侵犯他人知识产权、泄露国家或商业秘密、侵犯他人权利等问题。因样品或资料而引起的纠纷或赔偿等，由客户自行负责处理并承担相应的法律责任及经济赔偿。

2、客户应提前书面通知为石标准与本合同有关的、实际的、潜在的危害或危险（包括但不限于存在辐射、有毒有害、易燃易爆等）。

3、服务完成后，客户如需要为石标准协助办理样品快递服务，客户已充分考虑到快递过程中可能发生的样品丢失、损坏及延误等风险并承担相应的邮寄费用和风险后果。

4、客户收到报告后如有异议，需自收到报告之日起，按报告中明确的异议期限向为石标准书面提出异议并需退回为石标准报告全部原件。逾期未提出异议或未退回全部原件的，则视为客户无异议。

5、确需进入为石标准区域的客户人员，应遵守为石标准的安全管理要求。客户人员应对作业环境及为石标准提供的设备、工具等进行检查，确认符合安全要求。服务开始，视为客户人员已确认上述环境、设备均已符合安全要求且处于安全状态。对于客户人员，为石标准将向客户人员表述工作范围、边界，告知进场人员带电设备、消防火警系统等安全注意事项。

6、客户按合同约定及时足额向为石标准支付全部服务费用。客户未能支付全部或部分款项的，为石标准有权停止提供一切服务，并有权留置样品、报告及相关资料。自逾期之日起，为石标准有权每日按应付金额千分之一的标准收取违约金，直至客户支付拖欠的所有款项。

7、客户对服务项目有特殊要求的，应在服务开始前2个工作内以书面形式提出，为石标准有权审查其合理性、合法性，并根据实际情况决定是否接受该要求及调整服务的费用、周期。客户如需使用特殊设备检测时，应提供相应的设备及使用环境配合为石标准。

8、为石标准收到客户提供的样品及有关资料后及时进行检查，如发现存在有误、量不足、损坏，或缺少必要资料等，应及时通知客户，服务周期自为石标准收到全部符合为石标准检测要求的样品及相关资料起开始计算，为石标准不承担周期延误责任。

9、为石标准确保合同中所有项目均以合法的程序进行，提供的服务质量满足所参照的检测方法及其他约定的技术依据，数据科学、公正、准确，并就服务的有关内容，接受客户咨询。为石标准不对服务期间相关法律、法规、指令及标准发生变更而导致的结果负责。

10、因无法预见的意外事由（包括但不限于现有技术无法实现、行政管制、服务设备发生故障等）导致无法及时、准确地完成相关服务的，为石标准应及时通知客户，通知客户后为石标准对此不承担责任。

11、为石标准出具的报告，仅对该样品负责。在任何情况下，为石标准的责任不超出对该样品所出具报告的内容范围。客户单方面修改出具的报告，或对出具的报告进行取舍，或违反委托目的进行使用的，为石标准不承担责任。

12、因服务可能对样品造成破坏，以及样品本身存在问题的，为石标准不承担责任。若服务不需破坏，因为石标准过错造成客户样品损坏的，为石标准将根据样品损坏的具体情况，选择承担该样品合理的维修费用或合理的市场采购费用。

13、客户如有服务项目需要分包服务，为石标准就分包方的工作对客户负责。但该分包方由客户或法定机构指定或推荐的，为石标准不承担相应责任。

14、客户提出复检要求时，为石标准仅对原样品按照原服务方法进行复检，非为石标准原因导致复检的，客户应支付复检费用。如需采用新仪器、新样品或提出新方法、新标准的，则视作客户新的委托申请，产生的费用客户另行支付。

15、以下情况，为石标准不接受复检，且客户仍需支付原服务费用：

（1）原样品已被取回；

（2）原样品无法保存、发生变质、发生损坏、超过保存期限已销毁；

（3）原样品已用完或剩余太少不足以复检；

（4）不可重复检测的项目。

16、如因为石标准原因造成客户实际损失的， 为石标准根据客户的直接损失情况，承担不高于检测费用的赔偿责任。

17、双方均不得有损于对方的财产、名誉、形象等利益，给一方造成损失的，另一方需承担相应的责任。

**二、保密约定**

为石标准与客户均应为合作过程中掌握的对方环境状况、产品技术、生产工艺、客户资料、商业情报等秘密信息承担保密义务。未经对方书面许可，任何一方不得向第三方泄露相关内容，否则由违约方依法承担相应的法律责任。

**三、廉洁条款**

为石标准与客户均不得通过贿赂、暗示、索要或接受各种形式的回扣、红包、有价证券、贵重物品、礼金及其他不正当利益等方式影响或企图影响技术服务结果。如发现任何一方存在上述行为，守约方应及时向违约方反映；如经反映行为仍然存在，守约方有权要求违约方赔偿包括预期利润损失、员工辞退赔偿、员工招聘支出等全部损失，如涉嫌犯罪的，有权移送司法机关依法追究刑事责任。

为石标准举报方式：

电话：0512-62868651 邮箱：service@veassion.com

地址：苏州太湖国家旅游度假区后塘路2号香山慧境商务中心59幢103-2室

**四、生效日期**

本服务通用条款自2019年12月02日起生效。

备注：（1）2022年3月16日，更新本服务通用条款中联系方式，电话变更为：0512-62868651。

（2）2023年1月29日，更新本服务通用条款中联系地址，电话变更为：苏州太湖国家旅游度假区后塘路2号香山慧境商务中心59幢103-2室。

Terms of Service

Implementation date: from december 02, 2019 - to now
Suzhou Veassion Standard Technical Services Co., Ltd. (hereinafter referred to as "VEASSION") in accordance with Party A (hereinafter referred to as "customer") commissioned to provide customers with reliability and environmental testing, technical advice and other technical services, and issued a corresponding report. Unless otherwise agreed in writing by both parties, these General Terms shall be complied with by both the Stone Standard and the Customer as part of the quotation contract.
, the rights and obligations of both parties
1, the customer in accordance with the requirements of stone standards, the provision of services necessary samples and related information, and to ensure that all information is true, complete, lawful, effective, and there is no dispute of ownership, infringement of the intellectual property rights of others, disclosure of state or trade secrets, infringement of the rights of others and other issues. Disputes or compensation arising from samples or materials shall be handled by the customer himself and shall bear the corresponding legal liability and financial compensation.
2, the customer shall give advance written notice of the actual, potential hazards or dangers associated with this contract (including but not limited to the presence of radiation, toxicity, flammable and explosive, etc.).
3, after the completion of service, customers need to help with sample delivery services for stone standards, customers have fully taken into account the delivery process may occur in the loss of samples, damage and delay risks and bear the corresponding mailing costs and risk consequences.
4, if the customer receives the report, if there is any objection, from the date of receipt of the report, according to the report clear objection period to the stone standard written objection and need to return to the stone standard report all originals. If no objection is raised or the entire original is not returned within the time period, the customer shall be deemed to have no objection.
5, the customer personnel who really need to enter the stone standard area should comply with the safety management requirements for the stone standard. Customer personnel should check the working environment and the equipment and tools provided for stone standards to confirm compliance with safety requirements. The service begins as if the customer has confirmed that the above environment and equipment are in compliance with security requirements and in a secure state. For customer personnel, for the stone standard will be the customer personnel to describe the scope of work, boundaries, inform the incoming personnel live equipment, fire and fire system and other safety precautions.
6, the customer in accordance with the contract agreed to pay the full amount of timely for the stone standard to pay the full cost of services. If the customer fails to pay all or part of the payment, stone standards shall have the right to cease all services and to retain samples, reports and related materials. From the date of overdue, Stone Standard shall have the right to receive a default payment on a daily basis at the rate of one thousandth of the amount payable until the customer pays all amounts owed.
7, the customer has special requirements for the service items, shall be put forward in writing within 2 working days before the start of the service, for the stone standard has the right to review its reasonableness, legality, and according to the actual situation to decide whether to accept the request and adjust the cost and cycle of the service. Customers who need to use special equipment for testing should provide the appropriate equipment and use environment to match the stone standard.
8, for the stone standards to receive samples and related information provided by the customer after timely inspection, such as found that there are errors, insufficient quantities, damage, or lack of necessary information, should be timely notify customers, the service cycle since the stone standards received all in line with the stone standards testing requirements of samples and related information began to calculate, for the stone standards do not bear the responsibility for cycle delay.
9, for the stone standard to ensure that all items in the contract are carried out in accordance with the legal procedures, the quality of service provided to meet the reference to the detection methods and other agreed technical basis, data science, fairness, accuracy, and the relevant content of the service, to accept customer consultation. For stone standards are not responsible for the results of changes in relevant laws, regulations, directives and standards during the service period.
10, due to unforeseen unexpected causes (including but not limited to the existing technology can not be achieved, administrative control, service equipment failure, etc.) resulting in the timely and accurate completion of the relevant services, for the stone standard should be promptly notified to the customer, after notifying the customer for the stone standard is not responsible for this.
11, for the stone standard issued by the report, only responsible for the sample. In no event shall the liability for the stone standards exceed the contents of the report issued for the sample. The customer shall not be liable for the stone standard if he unilaterally amends the report issued, or trades off the report issued, or uses it in violation of the purpose of the entrustment.
12, due to the service may cause damage to the sample, and the sample itself has problems, for the stone standard is not responsible. If the service does not need to be destroyed, because the stone standard fault caused damage to the customer sample, the stone standard will be based on the specific circumstances of the sample damage, choose to bear the sample reasonable maintenance costs or reasonable market procurement costs.
13, customers if there are services need subcontracting services, for the stone standard on the subcontractor's work is responsible to the customer. However, if the subcontractor is designated or recommended by the customer or statutory body, it shall not be liable for the stone standard.
14, the customer to request a re-inspection, for the stone standard only for the original sample in accordance with the original service method for re-inspection, not for the stone standard causes the re-inspection, the customer should pay the cost of re-inspection. If a new instrument, a new sample or a new method or standard is proposed, the customer's new delegation application will be deemed to have been made and the fee incurred will be paid separately by the customer.
15, the following circumstances, for the stone standard does not accept re-inspection, and the customer still needs to pay the original service fee:
(1) the original sample has been retrieved;
(2) the original sample can not be preserved, deterioration, damage occurred, beyond the shelf life has been destroyed;
(3) the original sample has been used up or too little surplus is not enough to re-examine;
(4) items that cannot be detected repeatedly.
16, if the actual loss of the customer due to stone standards, for the stone standards according to the direct loss of customers, bear no higher than the cost of testing liability.
17, both parties shall not harm each other's property, reputation, image and other interests, causing losses to one party, the other party shall bear the corresponding responsibility.
II, confidentiality agreement For stone standards and customers should be in the process of cooperation to master the other party's environmental situation, product technology, production process, customer information, business intelligence and other confidential information to assume the obligation of confidentiality. Without the written permission of the other party, neither party may disclose the relevant content to the third party, otherwise the breaching party shall bear the corresponding legal liability according to law.
third, integrity provisions Neither Stone Nor Our Customers May Influence Or Attempt To Influence The Outcome Of Technical ServiceS Through BriberY, Innuendo, Solicitation Or Acceptance Of Various FormS Of KickbackS, Red EnvelopeS, Marketable Securities, ValuableS, GiftS And Other Improper Benefits. If any party is found to have committed the above-mentioned acts, the breaching party shall promptly report to the breaching party, and if the act is reflected, the breaching party shall have the right to claim compensation from the breaching party for all losses, including the expected loss of profits, compensation for employee dismissal, employee recruitment expenses, etc., and if the suspected crime is committed, it shall have the right to transfer to the judicial organs for criminal responsibility in accordance with the law.
Suzhou Veassion Standard Technical Services Co., Ltd.:
Phone: 0512-62868651 Email: service@veassion.com
address: Room 228, Building 3, Room 103-2, Xiangshanhuijing Building 59, No.2 Houtang Road, Suzhou Taihu National Tourism Vacation Zone, Jiangsu, China, 215104
The effective date:the General Terms of Service take effect on December 02, 2019.

Note:When English and Chinese are inconsistent, Chinese is final version.