WORLD STANDARDIZATION CERTIFICATION & TESTING GROUP CO., LTD

GENERAL TERMS OF SERVICE

1. World Standardization Certification & Testing Group (Shenzhen) Co., Ltd. (WSCT for short), World Standardization Certification & Testing Co., Ltd. (Hong Kong), World Standardization Pengcheng Commodity Inspection Technical Service (Shenzhen) Co., Ltd., World Standardization Testing Service (Meizhou) Co., Ltd., World Standardization Certification & Testing (Shaoxing) Co., Ltd., Zhongwei Testing & Certification (Shenzhen) Co., Ltd., World Standardization Metrology (Shenzhen) Co., Ltd., Global Certification & Testing (Shenzhen) Co., Ltd., World Standardization Certification & Testing Holdings (Shenzhen) Co., Ltd. (including all its affiliates, hereinafter referred to as the "Company") will provide services to individuals or institutions (hereinafter referred to as the "Principal") upon request in accordance with and in compliance with the terms and conditions contained herein (hereinafter referred to as the "Conditions"). Unless otherwise notified in a written agreement between the company and the main service, the services provided by the company shall be subject to and be bound by all the terms of these conditions.
2. All rights (including but not limited to copyright) of any test reports, test results, inspection certificates or other materials generated by the company in the process of providing services belong to the company .
3. The company promises to use reasonable care and accurate scientific methods in providing services, and only assumes responsibility if such methods and care are not used , In any case, the company shall not be liable for compensation that exceeds 10 times the amount of the service fee or agency fee or 20,000 US dollars (or equivalent domestic currency), whichever is the lesser of the two amounts . The company is not responsible for any indirect damage claims any liability, including lost profits and or cancellation of the contract signed by the principal .
4. In any case, the company shall not be liable for any loss caused by any delay in the performance or non-performance of any service due to any reason beyond the company's control (including but not limited to force majeure), and the principal fails to perform its obligations in accordance with the contract, due to Changes in relevant laws, regulations and standards in the course of the Company's failure to comply with any time estimates made by the Company with respect to this reserve and any loss or damage to the Client's services incurred by the Principal.
5. Test reports, test results or inspection certificates issued after samples have been tested or analyzed represent the specific opinion of the company\*. In no event shall Company 5 's liability extend to the test reports, test results or inspection certificates of the samples. The company is not responsible for any direct or indirect loss caused by the use of test reports, test results or inspection certificates.
6. Without the prior written consent of the Principal, the Company reserves the right, at its sole discretion, to delegate the performance of all or any part of the services contracted with the Principal to any affiliate or subcontractor. A company authorized by the principal will ensure that instructions are given to affiliates or subcontractors with sufficient information to enable the required services to be performed efficiently. When the Company's affiliates and subcontractors exercise their rights and perform their obligations, the Company shall be deemed to have fulfilled their obligations.
7. If the client requests the principal or any third party to analyze and inspect the samples, the company will transmit the analysis and inspection results, but will not be responsible for the accuracy of the analysis and inspection results.
8. Client will :
9. Provide all necessary samples, materials and technical documents as required by the company, and ensure that they are true, complete, legal and valid , Guarantee that the samples, materials and technical materials provided are free from infringement, including but not limited to infringement of intellectual property rights and other rights .
10. Ensure that all necessary measures are taken for the safety and security of working conditions, site and installation during the performance of the required services .
11. Notify the Company in advance of any known hazards or dangers associated with the samples, actual or potential, in connection with any request by the Company to provide services, including, but not limited to, the presence or risk of radiation, toxic or explosive elements or materials, or other Potential hazard to people, things or the environment.
12. Take all necessary steps to ensure the safe transformation and transfer of samples. Samples should be carefully and properly packaged to remove or remedy any impediments or interruptions in performing the required service when the samples are mailed. The company is not responsible for any loss or damage that occurs during delivery.
13. It shall be liable for any loss, damage or expense of any nature arising from the Principal's breach of the terms and conditions of business .
14. The principal will pay the company immediately and on time within the stipulated date. The Principal shall have no right to withhold or defer any payment due to the Company as a result of to any dispute, cross-claim or set-off that may be brought against the Company.
15. World Standardization Certification & Testing Group (Shenzhen) Co., Ltd. has the right to store the remaining samples (or any of them) according to the sample characteristics and internal management system . After the retention period expires, if the client does not request to take back the sample, samples may be deemed waived and WSCT can at their sole discretion destroy the samples. If the client needs to send samples to the consignor, the cost of sending the sample to the consignor shall be borne by the consignor .
16. The company promises and undertakes the required confidentiality obligations for the technical information, materials and unofficial publications provided by the client. At the same time, the client promises and undertakes any materials from the company, including environmental conditions, manufacturing processes, and processes, etc. Undertaking the prescribed confidentiality obligations, neither party shall disclose the following contents to a third party unless the parties reach a written agreement; the scope of cooperation, content, methods of cooperation, and costs; the rights and obligations of both parties; the process of handling appeals. Any party that violates the conditions shall be legally and financially liable unless the company is required to disclose such information to the China National Accreditation Service for Conformity Assessment (“CNAS”) or other accreditation bodies for the purpose of conducting accreditation assessment activities for the company or pursuant to the company’s compliance any legal or regulatory requirements.
17. In the event of any suspension of bankruptcy, insolvency, receivership or bankruptcy or failure of the principal to pay part of the sums owed to the company, the company reserves the right to suspend the performance of all services and withhold test problem reports, test results, inspection certificates or any other materials requested immediately and will not be held liable until all monies and interest from the Company are paid.
18. If the agreed service cannot be completed for any reason beyond the control of the company (including but not limited to the client's request), the principal shall pay the company the actual equivalent cost for the services already rendered.
19. In the event the company’s services to the principal will be delayed as a result of lack of technical or testing equipment, the company will inform the principal immediately, however, the company will not assume any responsibility to the principal as a result of this delay.
20. The company shall not be liable for any disputes arising from the client's misconduct under any circumstances, including but not limited to: unilaterally modifying the test report and inspection certificate , extracting parts of information from the test report and inspection certificate , Breach of the obligation to provide legal samples or technical information in violation of Article 8(1) .
21. Unless a written objection is made within 15 working days after receipt of the test report, test result or inspection certificate, together with the original of the report and inspection certificate and the prepaid re-inspection fee, the results of the test, calibration or inspection shall be deemed accepted by the principal.
22. All contracts and conditions for the provision of services by the company shall be construed and governed by the laws of the People's Republic of China, and shall be deemed to be valid for the purposes of any arbitration or litigation procedure unless the principal requests an explanation here . If any provision contained in these Conditions is and/or becomes invalid, illegal or unenforceable in any respect under Chinese law, the validity, legality and enforceability of the remaining provisions of these Conditions shall not be affected or impaired thereby in any way.
23. The client has the right to submit an application for modification of the report and inspection certificate within 15 working days from the date of receipt of the inspection report and inspection certificate. The modification application must be approved by the company, otherwise it will not be considered .
24. In the event of any claim, the customer must notify the company in writing within 30 days of the claims validity period and in any case, the company shall be exempt from all losses, all liabilities and expenses for damages or claims, unless a lawsuit is filed within one year; the company can perform claim services..
25. Any disputes or claims arising from or related to the services provided by the company shall be resolved through mutual negotiation . If the negotiation fails , both parties agree that either party has the right to file a lawsuit with the Shenzhen Nanshan District People's Court or the Shenzhen Foreign-related Court litigation .
26. The Company is neither an insurer nor a guarantor and does not assume any responsibility in this regard, and clients seeking assurance against risks of loss or damage should be properly insured.
27. In any event where the conditions as stated in these general terms of service becomes invalid, the services provided by the company shall be subject to and be bound by all the terms and conditions in the WSCT global terms of service as can be found in the WSCT website: www.wsct-ert.com