

**LEVERAGE LIMITED**  
上海莱巍爵供应链管理有限公司  
**TERMS AND CONDITIONS OF BUSINESS**  
商业条款

1. LEVERAGE LIMITED (hereinafter "the Company") agrees to provide its services in accordance with and subject to the terms and conditions herein contained (hereinafter "the Conditions"). The Conditions may only be modified by a variation expressed in writing and signed on behalf of the Company by a director and no other action on the part of the Company or its employees or agents shall be construed as an acceptance of any other terms and conditions.  
上海莱巍爵供应链管理有限公司（以下称为“本公司”）同意按照本商业条款（以下称为“本条款”）的规定提供服务。本条款的修订必须经本公司一位董事代表本公司作出书面确认后方可生效；对本公司或其员工或代理人的任何其它行为，均不应视为是对任何其它条件的接受。
2. The Company acts for the person or body from whom the request to provide its services has originated (hereinafter "the Principal"). No other party is entitled to give instructions to the Company unless agreed by the Company.  
本公司代表委托本公司提供服务的人士或机构（以下称为“委托方”）行事。除非经本公司同意，任何第三方无权向本公司发出指令。
3. All rights (including but not limited to copyright) in any test reports, inspection reports, audit reports or other material produced by the Company in the course of providing its services shall remain vested in the Company. The Principal shall not reproduce or make copies, publish or disclose the contents of any such material or extracts thereof to any third party without the Company's prior written consent, which may be refused at its discretion. The Principal further undertakes that its servants and agents shall keep confidential and shall not publish or otherwise use any information that may be acquired relating to the Company's activities.  
本公司在提供的过程中所做出的任何测试报告、检验报告、验厂报告或其它资料中所包含的所有权利（包括但不限于版权），均属于本公司的既得权利。未经本公司事先书面许可，委托方不得复制或复印、公开或向第三方透露任何此类资料或进行摘选。另外，委托方还承诺，其服务人员和代理人应保守机密，不得公开或以其它方式使用所获取的与本公司的活动相关的任何信息。
4. 4.1 The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not exercised.  
本公司承诺，在履行其服务义务的过程中将施以合理的注意和必要的技巧，并且本公司仅对没有给予合理注意和采取适当技巧的情况承担责任。
- 4.2 The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to two (2) times the amount of the fee or commission payable in respect of the specific service required under the particular contract with the Company which gives rise to such claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal.  
对于因本公司的任何违约行为及/或任何没有采取合理技巧或注意的原因，而导致的任何形式或性质的相关损失、损坏或费用，本公司所承担的责任均不超出相应合同中规定的应付服务费与代理费的 2 倍的总金额。对于任何索赔，本公司均不承担任何间接损失或从属损失，其中包括利润损失及/或未来的业务损失及/或生产损失及/或委托方所签署的合同的取消。
- 4.3 The Company shall not in any event be liable for any loss or damage caused by delay in performance or non-performance of any of its services where the same is occasioned by any cause whatsoever that is beyond the Company's control including but not limited to war, civil disturbance, requisitioning, governmental or parliamentary restriction, prohibitions or enactment of any kind, import or export regulations, strike or trade dispute (whether involving its own employees or those of any other person), difficulties in obtaining workmen or materials, breakdown of machinery, fire or accident. Should any such event occur the Company may cancel or suspend any contract for the provision of services without incurring any liability whatsoever.  
在任何超出本公司控制范围的因素导致本公司没有或延迟履行其服务义务的情况下，本公司对因此而造成的任何损失不承担任何责任，其中包括但不限于战争、内乱、征用、政府或议会限制、任何类型的禁令或法规、进出口条例、罢工或贸易争端（无论涉及到本公司的员工或是任何其它人员）、劳力或材料匮乏、设备故障、火灾或事故。如果发生此类事件，则本公司可以取消或暂停履行任何关于提供服务的合同，而不承担任何责任。
- 4.4 The Company will not be liable to the Principal for any loss or damage whatsoever sustained by the Principal as a result of any failure by the Company to comply with any time estimate given by the Company relating to the provision of its services. [See clause 9.1] [See clause 9.2]  
对于因本公司未能遵守其任何与提供服务相关的时间估计导致委托方遭受的任何损失，本公司均不承担任何责任。（参见第 9.1 条和第 9.2 条）
5. 5.1 Subject to the Principal's instructions as accepted by the Company, the test reports, inspection reports, audit reports or other material produced by the Company shall contain statements of opinion made with due care within the limitation of the instructions received by the Company. The Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.  
依据本公司所接受的委托方指令，本公司所出具的测试报告、检验报告、审核报告或其它资料应在本公司所接受的指令范围内，以合理的注意提供意见报告书；对不在所接受的确切指令范围之内的事实或情况，本公司没有任何义务予以涉及或报告。

- 5.2 For pre-shipment inspection or survey of goods, the Company's inspector shall perform the inspection or survey when goods are 100% completed, packed and marked (unless otherwise agreed between the Company and the Principal). Goods for inspection or survey shall be unpacked in the presence of the Company's inspector and inspection or survey shall, subject to Condition 5.3, take place at the place specified by the Principal.  
关于货物发运前的检验或勘察，本公司的验货员应在货物百分之百完工、完成包装和标记时，进行检验或勘察（本公司与委托方另有约定的情况除外）。拆开待检验或待勘察货物的包装时，应有本公司的验货员在场，并且，依据本条款的第 5.3 条，检验或勘察应在委托方规定的地点进行。
- 5.3 If the Company's inspector finds that the location is not suitable for carrying out a proper inspection or survey of goods or where necessary equipment for inspection or survey is not available the inspector may, if practical in the circumstances, draw samples of goods from the location and carry out the inspection or survey at the premises of the Company. The Principal shall be responsible for all costs and expenses incurred in relation thereto.  
如果本公司的验货员认为规定的地点不利于货物检验或勘察的正确进行，或者，缺少必要的检验或勘察设备，那么，验货员可以根据实际情况，在该地点对货物进行抽样，然后在本公司的驻地进行检验或勘察，委托方应承担由此而发生的所有相关成本和费用。
- 5.4 Reports, surveys or certificates issued following testing or analysis of samples contain the Company's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn. If an opinion on the bulk is requested special arrangements in writing must be made in advance with the Company for the inspection and sampling of the bulk. In no circumstances shall the Company's responsibility extend beyond inspection, testing and reporting upon the samples actually drawn from the bulk and inspected, tested and surveyed by the Company and any inference to be drawn from the results of such inspection or survey or testing shall be entirely at the discretion and at the sole and exclusive responsibility of the Principal.  
完成样品测试或分析后所发布的报告、勘察结果或证书，均只包含本公司对所抽取样品的具体意见，而不表示任何针对抽样总体发表的意见。如果要求对抽样总体出具意见，则必须针对抽样总体的检验和抽样，提前与本公司制定有关的书面安排。在任何情况下，本公司的责任均不超出其对实际抽取的、并进行了检验、测试和勘察的样品所完成的检验、测试和报告；根据此类检验或测试的结果所做出的任何推断均完全取决于委托方，并由委托方独自承担全部责任。
6. The Company shall be entitled at its discretion to delegate the performance of the whole or any part of the services contracted for with the Principal to any agent or subcontractor.  
本公司有权自主决定将其与委托方签订的服务合同的全部或部分分包给任何代理或分包商。
7. Every officer, employee, agent or subcontractor of the Company shall have the benefit of the limitations of liability and the indemnities contained in the General Conditions. So far as relates to such limitations and indemnities, any contract entered into by the Company is entered into not only on its own behalf but also as agent and trustee for every such person as aforesaid.  
本公司的每一位高层人员、员工、代理人或分包商均享有对法律责任的限定与免责条款，在与此类责任限定和免责相关的问题上，本公司在签订任何合同时，不仅仅代表其自身，而且还作为上述各类人员的代理人 and 受托人。
8. If the requirements of the Principal necessitate the analysis of samples by the Principal or by any third party the Company will pass on the results of the analysis but without responsibility for its accuracy. Where the Company is only able to witness an analysis by the Principal or by any third party the Company will provide confirmation, if such be the case, that a correct sample has been analyzed but will not otherwise be responsible for the accuracy of such analysis.  
如果根据委托方的要求，需要由委托方或任何第三方对采样进行分析，那么，本公司将递交分析结果，且对其分析的精确性不承担任何责任。如果本公司只能对委托方或任何第三方进行的分析担负见证作用，那么，本公司将根据实际情况，就已完成对正确取样的分析提供确认，而对此类分析的精确性不承担任何其它责任。
9. The Principal will  
委托方将
- 9.1 ensure that instructions to the Company are given in due time and are accompanied by sufficient information to enable the required services to be performed effectively;  
确保在合理的时间，向本公司发出指令，并且同时提供足够的信息，以便能够有效的履行所要求的服务。
- 9.2 accept that documents reflecting arrangements or agreements made between the Principal and any third party, or third party documents such as copies of contracts of sale, letters of credit, bills of lading, etc. are -if received by the Company considered to be for information only, without extending or restricting the services to be provided or obligations accepted by the Company.  
接受如下条件：如果本公司接收到委托方与任何第三方签订的安排或协议，或者第三方的文件，如销售合同、信用证、提货单等，那么，只应将其视为参考之用，不得对本公司所提供的服务或所承担的义务产生任何延伸或限制作用。
- 9.3 procure all necessary access for the Company's representatives to enable the required services to be performed effectively;  
保证本公司的代表获得一切必要的资料，以便本公司能够有效地进行服务。
- 9.4 supply, if required, any special equipment and personnel necessary for the performance of the required services;  
提供所需要的任何特殊设备和人力，以进行要求的服务。
- 9.5 ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the required services;  
采取一切必要的措施，确保在提供服务要求过程中的工作条件、场地和装置的安全和保安。

- 9.6 take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services and repack all inspected goods immediately after any inspection or survey of them;  
采取所有必要的步骤, 消除或纠正存在于所要求服务的过程中的障碍或干扰, 并且在完成任何检查和测量后, 立即将所有经过检查的货物重新包装好。
- 9.7 inform the Company in advance of any known hazards or dangers, actual or potential, associated with any request for the provision of services by the Company including but not limited to the presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;  
在要求本公司提供服务之前, 应该预先将任何已知的实际或潜在的危险通知本公司, 此类危险包括但不限于: 放射性危险、有毒或爆炸性元素或材料, 环境污染或毒害物质。
10. The Principal shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against: 在下述条件下, 委托方应保证本公司及其官员、员工、代理人或分包商不会受到损害并免除其相应责任:
- 10.1 all claims made by any third party for any loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any of services to the extent that the aggregate of any such claims relating to any one service exceeds the limit mentioned in Condition 4.2.  
任何第三方对于因履行、宣称的履行或者未履行任何服务所导致的任何形式或性质的相关损失、损害或费用而提出的索赔——其免责范围是, 针对任一服务的此类索赔总额超出了本条款第 4.2 条中所规定的限度。
- 10.2 any loss or damage suffered by the Company as a result of the provision of services by the Company to the Principal otherwise than resulting from the Company's own error, negligence or wilful default.  
在本公司向委托方提供服务的条件下, 并非因本公司自身的失误、疏忽或违约而导致本公司遭受任何损失或损坏。
11. 11.1 The Principal will punctually pay the Company immediately upon presentation of the relevant invoice or within such other period as may have been agreed in writing by the Company all charges rendered by the Company, failing which interest will become due at the rate of 1.5 per cent per month from the date of invoice until payment. The Principal further agrees and undertakes to reimburse the Company all disbursements reasonably incurred in connection with the provision of its services.  
委托方应在本公司递交相关发票时或者在书面约定的其它期限内, 按期向本公司支付全部费用, 否则, 自发票日期至实际付款期间, 将按 1.5% 的月利率来计算违约金。委托方还同意和承诺偿付本公司有关本公司提供服务合理发生的一切开支。
- 11.2 The Principal shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, cross claim or set off which it may allege against the Company.  
委托方无权以声称与本公司存在争议、交叉索赔或款项抵消为理由, 扣留或推迟应付本公司的任何款项。
- 11.3 In the event of any suspension of payment arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business or failure of the Principal to pay part or all of any sums owing to the Company, the Company shall be entitled to suspend all further performance of its services and withhold the issue of any test report, survey, certificate of inspection or other material requested forthwith and without liability until payment of all sums owing to the Company together with interest thereon is made.  
如果委托方发生如下情况: 与债权人达成任何暂停付款安排、破产、无偿债能力、财务清算或停止营业, 或者没有向本公司支付任何款项的一部分或全部, 那么, 本公司有权立即暂停履行所有服务, 拒绝发出任何测试报告、测量结果、检验证书或委托方请求提供的任何其它资料, 并且本公司对此不承担任何责任, 直至应付本公司的所有款项及利息偿清为止。
12. Without prejudice to any rights the Company may have at law or under the Conditions, the Company has the following rights in the event of non-payment of sums owing to the Company as set out below:  
倘若有拒付本公司应付款项的情况发生, 那么, 在不影响法律或本条款赋予本公司的任何权利的条件下, 本公司还拥有如下权利:
- 12.1 The Company has a general and particular lien over all samples delivered to be tested for all claims and sums owing by the Principal to the Company under any contract whatsoever and in any other way whatsoever.  
针对委托方在任何合同项下, 或者以任何其它方式拖欠本公司的所有索赔额和款项, 本公司有权对委托方交付进行测试的所有样品行使全部或特定的留置权。
- 12.2 During the currency of any such lien the Company is entitled to be paid reasonable storage charges for samples retained in the Company's custody.  
在实施任何此类留置期间, 本公司有权就处于本公司监管之下的样品, 收取合理的贮存费。
- 12.3 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.2 above, if test, inspection or survey of the goods takes place on the premises of the Company, the Company may give notice to the Principal that the goods (or any part thereof) are ready for collection and the Principal shall collect the same within three (3) calendar days (Saturdays, Sundays and Public Holidays excepted). Upon the expiry of this period, if the goods are not collected by the Principal, at the sole discretion of the Company the goods may be deemed abandoned and/or destroyed.  
如果货物的测试、检验和测量在本公司的驻地进行, 那么, 本公司可以在不影响上述第 12.1 至 12.2 条中本公司的留置权和其它权利的条件下, 通知委托方货物(或其一部分)已准备好、可以收回, 而委托方应在三(3)个工作日(不含星期六、星期天和公共节假日)内收回相关货物。如果委托方在该期限届满之时仍未收回货物, 那么, 应视为本公司可以完全自主决定予以废弃及/或销毁。

- 12.4 Without prejudice to Conditions 12.3 above, the Company shall have the discretion to store the goods (or any of them) at their own premises or elsewhere at the Principal's expense if the Principal has deposited the goods at the Company's premises for the performance of these services and has subsequently failed to collect the said goods.  
如果委托方为获得上述服务而将货物存放在本公司的驻地, 并且随后没有回收这些货物, 那么, 在不影响上述 12.3 条的条件下, 本公司应有权自主决定将货物 (或其任一部分) 存放在本公司的驻地或其它地方, 相关贮存费用由委托方承担。
- 12.5 The expenses by way of disbursements that the Company may reclaim from the Principal include all reasonable costs incurred by the Company (whether by way of storage, insurance or otherwise) in respect of the goods and it is expressly declared that it shall be reasonable but not mandatory for the Company to effect comprehensive insurance in respect of the goods.  
本公司可能要求委托方补偿的费用包括本公司发生的与货物相关的所有合理费用 (贮存、保险或其它), 并且特此明确声明, 本公司对货物投保综合险将出于合理性考虑, 并非强制性。
- 12.6 Without prejudice to the Company's lien and other rights under Conditions 12.1 to 12.5 above, the risk and property in the goods shall remain at all times in the Principal.  
在不影响上述第 12.1 至 12.5 条中本公司的留置权和其它权利的条件下, 货物的风险和产权始终归属委托方。
13. In the event of the Company being prevented by reason of any cause whatsoever outside the Company's control from performing or completing any service for which an order has been given or an agreement made, the Principal will pay to the Company:  
在有任何超出本公司控制范围的因素阻碍了本公司履行或完成已订购的或协议所规定的任何服务的情况下, 委托方向本公司支付:
- 13.1 the amount of all abortive expenditure actually made or incurred; and  
未完成项目实际的开销或发生的开支款项; 和
- 13.2 a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out;  
与实际完成的服务量相当的协议服务费或代理费;
- and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.  
并且, 对部分或完全没有履行所要求的服务, 本公司不应承担任何责任。
14. The Company shall be discharged from all liability to the Principal for all claims for loss, damage or expense unless suit is brought within twelve (12) months after the date of the performance by the Company of the service which gives rise to the claim or in the event of any alleged non-performance within twelve (12) months of the date when such service should have been completed.  
自本公司完成服务之日起的十二 (12) 个月内, 或者, 对于任何宣称的未履行服务, 自此类服务的规定完成日期起的十二 (12) 个月内, 如果委托方没有提起索赔要求, 则本公司对损失、损坏或费用的任何索赔不承担任何责任。
15. In the event that any unforeseen additional time or costs are incurred in the course of carrying out any of its services the Company shall be entitled to render additional charges as shall reasonably reflect such additional time and costs incurred.  
在进行任何服务的过程中, 如果发生任何额外的工时或费用, 那么, 本公司应有权收取附加费用, 以合理反映此类附加的工时和费用。
16. All proprietary and non-public information relating to the Principal that is held by the Company will not be disclosed by the Company to third parties except where the Company is required to disclose such information either (i) to China National Accreditation Service for Conformity Assessment ("CNAS") or other accreditation bodies for the purposes of an accreditation assessment of the Company's activities or (ii) pursuant to any legal or regulatory requirement to which the Company shall be subject."  
本公司对有关委托方的一切专利和公开资料, 绝不会透露给任何第三方。只有本公司需要披露上述资料给 (1) 中国合格评定国家认可委员会 (CNAS) 或其它评审机构, 作为对本公司业务的认可评审之用或 (2) 按照有关法律或法规的规定遵守其义务与责任之用。
17. All contracts for provision of services by the Company and the Conditions shall be construed in accordance with and governed by the laws of the **People's Republic of China (hereafter PRC)** for the purpose of any arbitral or litigation proceedings such contracts shall be deemed to have been made and performed in **PRC**. If any provision contained in the Conditions is and/or becomes invalid, illegal or unenforceable in any respect under the laws of **PRC**, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.  
本公司签订的所有服务合同以及本条款均应按照中华人民共和国 (以下称为“中国”) 的法律进行解释, 并将其作为准据法应用于任何仲裁或诉讼, 此类合同应视为在中国境内签订并履行。如果按照中国法律, 本条款中包含的任何条款在任何方面属于及/或变为无效、不合法或者不可实施, 那么, 其余条款的有效性、合法性和可实施性不应因此而受到任何影响或削弱。
18. Any dispute or claim arising out of or relating to the provision of, or any agreement to provide, services by the Company shall be referred to and determined by arbitration subject to the Company's sole and overriding discretion to commence litigation proceedings in the courts of **PRC** or the courts of any other country as the Company may choose. The parties may agree to the appointment of an arbitrator failing which either party may, after having made a written request to concur in the appointment of an arbitrator, request the **The China International Economic & Trade Arbitration Committee (CIETAC), Hua Dong Commission** to appoint an arbitrator. The place of arbitration shall be in **Shanghai**. There shall only be one arbitrator. The language to be used in the arbitral proceedings shall be Chinese.  
因本公司提供服务或任何服务协议而引起的, 或者与其相关的任何争议或索赔, 均应提交并通过仲裁予以解决。但本公司有绝对权力, 决定在中国法院或本公司可选择的任何其它国家的法院展开司法程序。各方可以协议指定一名仲裁员, 如果无法达成协议, 则任何一方均可以书面形式发出同意指定仲裁员的请求, 由中国国际经济贸易仲裁委员会华东分会委派一名仲裁员。仲裁地点应位于上海; 仲裁程序中使用的语言应为中文。  
倘若本条款及细则的中文译本与英文原文有任何歧义, 须以英文文本为准。