



# DEIF Electrical (Shanghai) Co., Ltd Terms and Conditions for Power Control System Projects 丹控电气(上海)有限公司 电力控制系统项目条款

The Terms and Conditions for Power Control System Projects are hereafter referred to as the "T&Cs".

电力控制系统项目条款下文简称本条款 (T&C)。

1. These T&Cs govern exclusively the development of one or more power control solution(s) of DEIF Electrical (Shanghai) Co., Ltd (hereinafter referred to as "DEIF") tailored for a Customer-specific solution. All proposals, functional specifications, quotations, or acknowledgments issued by DEIF, these T&Cs, and a Customer valid purchase order constitute DEIF's agreement with the Customer with respect to such services.

本条款与条件只约束丹控电气(上海)有限公司(以下简称"DEIF") 为具体客户装置开发定制的一个或多个电力控制解决方案。DEIF 发布的所有建议、功能规范、报价或确认、本条款与条件以及有效的客户订单构成 DEIF 与客户就这些服务所达成的协议。

2. The services comprise the development of a specific project proposal, possibly with diagrams and component lists, which will include DEIF products, and may also include 3rd party products (the "Deliverables").

服务包括制定具体项目方案, 可能包含图纸和零部件清单, 零部件清单包括 DEIF 产品, 也可能包括第三方产品 ("交付品") 。

The sale of products and any rendering of on-site services, including installation services, shall be governed by the Terms and Conditions of Sale and Delivery for Products of DEIF and the Terms and Conditions for On-Site Services of DEIF, respectively.

产品销售以及现场服务 (包括安装服务) 分别遵循 DEIF 销售和交付产品的条款及条件, 以及现场服务条款。

3. The Deliverables are provided on the basis of the Customer's information about the available installations and the agreed functional specifications.

交付品根据客户的可用装置和约定的功能规范提供。

4. DEIF shall perform and deliver the project service(s) described to the Customer in accordance with the provisions of these T&Cs, and with the degree of skill and care required by currently prevailing best industry practices.

DEIF 应遵循本条款与条件的规定, 并根据行业内当前盛行的最佳实践所要求之技术与保养水平向客户提供项目服务。

5. The Customer shall be obligated to fully inform DEIF of any and all facts relevant to the suitability of the Deliverables.

客户应将有关交付品有关的任何及所有事实全部告知 DEIF。

DEIF shall not be obligated to check or verify data, information or other services supplied to DEIF by the Customer, with regard to completeness and correctness, unless such verification has been expressly agreed upon between the parties as being a contractual duty.

DEIF 应无义务检查或验证客户所提供数据、信息或其他服务的完整性和正确性, 除非双方明确约定验证是一项合同义务。

In the event that information or documentation supplied by the Customer proves to be faulty, incomplete, and ambiguous or objectively non-executable, the Customer shall effect the required corrections and/or amendments.

如果客户提供的信息或文件经证明不正确、不完整、模糊或客观上无法执行, 客户应采取必要的改正和/或修正措施。

The Customer will be responsible for, and assumes the risk caused by any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by the Customer.

客户应负责并承担因其提供的所有此类数据、材料和信息之内容、准确性、完整性和一致性等引起的任何问题所造成的风险。



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6. The parties acknowledge and agree that the services are being provided by DEIF on the basis that the project's financial or operational risks shall be the sole responsibility of the Customer.  
双方确认并同意 DEIF 提供服务应基于项目的财务或运营风险由客户自行承担。

7. In the event DEIF commits an error with respect to, or incorrectly performs the services, DEIF shall use commercially reasonable efforts to correct such error, or re-perform such services at no cost to the Customer.

DEIF 在执行服务方面犯错或不正确执行服务时, DEIF 应尽商业上合理的努力改正错误或者重新执行服务, 且不得对客户产生任何费用。

The Customer will give DEIF a reasonable opportunity to remedy any deficiencies. The Customer acknowledges that his sole and exclusive remedy, and DEIF's sole and exclusive liability, for any defect or error in the services shall be correction, re-performance or substitution of such services by DEIF.

客户需给 DEIF 合理的机会补救任何不足之处。客户确认其对服务中任何缺陷或错误的唯一性、排他性补救以及 DEIF 应承担的唯一性和排他性责任, 应为 DEIF 纠正、重新执行或替换相关服务。

DEIF's liability for a claim of any kind arising out of the design services provided pursuant to these T&Cs shall in no case exceed the fees paid by the Customer. In no event shall DEIF be liable for any special, indirect, incidental or consequential damages, including loss of profits or business interruption, however caused, arising from the services provided pursuant to these T&Cs.

对按照本条款与条件提供的服务而产生的任何类型的索赔, DEIF 的赔偿责任不应超过客户所支付的费用。在任何情况下, DEIF 对任何特殊、间接性、附带性或结果性损失(包括利润损失或业务中断损失)等均不承担任何赔偿责任, 无论损失是否由按照本条款与条件提供的服务而引起。

8. DEIF works on the basis of marine society standards and other generally accepted international standards but takes no responsibility for society or other approval of the project proposal as devised. The obtaining of any required system approvals by marine societies, by other classification societies, or any local statutory approvals lies entirely with the Customer.

DEIF 按照海洋学会标准和其他公认的国际标准行事, 但不承担学会或其他针对所设计项目建议的许可责任。海洋学会或船级社要求的任何系统许可或任何当地的法定许可的获取应完全由客户负责。

9. These T&Cs shall govern over any inconsistent terms in the documentation referred to in clause 1 above, except those specifically identified as a modification to these T&Cs. Any amendment to the agreement must be in writing and signed by both parties.

前文第 1 条所述的文件中有任何条款不一致时应以本条款与条件为准, 除非文件明确确定作为本条款与条件的修订。对协议做出的任何修改必须采用书面方式并经双方签字确认。

10. All disputes arising out of or related to these T&Cs or the documentation referred to in clause 1 shall be submitted to the responsible management of the contracting parties for amicable resolution.

由本条款与条件或前文第 1 条中所述的文件引起或相关的所有争议应送呈缔约双方之责任管理部门, 以便问题得到友好解决。

In the absence of settlement, the laws of China shall govern this agreement, and the court having jurisdiction over the place where DEIF has its registered office shall have exclusive jurisdiction.

无法和解的情况下, 适用中国法律解决纠纷, DEIF 住所地法院应拥有专属管辖权。

11. In case of any discrepancies between the English and Chinese texts of these T&Cs, the Chinese texts shall prevail.

以上中英文部分如有任何不一致之处, 以中文本为准, 中文本具有最终法律效力。