

## General Terms and Conditions for Services

### 服务一般条款和条件

#### Definitions

##### 定义

VDA QMC China may perform services for persons or entities (hereinafter, the “Client”). The General Terms and Conditions shall be applicable to all orders, resulting contracts and related arrangements, including all offers made or service provided by VDA QMC China or any of its affiliated companies.

VDA QMC China strongly recommends any Client or potential Client to read the full text of these General Terms and Conditions prior to placement of any order to or conclusion of any contract with VDA QMC China. The Client’s placement of orders as well as the conclusion of contracts with VDA QMC China shall be regarded as awareness and acceptance of these General Terms and Conditions.

Ancillary agreements, promises and other statements made on the part of staff or experts of VDA QMC China by them shall be binding only if they are expressly confirmed by VDA QMC China in writing.

VDA QMC China 向个人和实体（以下简称“客户”）提供服务。

一般条款和条件适用于所有订单，就有关订单签订的合同以及相关安排，包括 VDA QMC China 或任何关联公司做出的所有要约或提供的所有服务。

VDA QMC China 强烈建议，客户或潜在客户在向 VDA QMC China 下达任何订单或签订任何合同之前，应完整阅读此一般条款和条件的内容。客户向 VDA QMC China 下达订单或签订合同，应视为了解并接受此一般条款和条件。

VDA QMC China 员工或其指派的专家做出的任何附属约定，承诺和其他陈述，只有 VDA QMC China 以书面形式明确予以确认，方具有约束力。

#### 1 . Booking

##### 预定

Bookings shall be made in writing, either via the online-booking or by letter, fax or email by Client. Client shall provide and fill out required information for booking and registration completely and legibly. VDA QMC China needs the information to issue invoice, Fapiao as well as the VDA QMC certificates.

For some trainings of VDA QMC China there are special prerequisites concerning professional qualifications and experience. If the Client does not fulfill required prerequisites, VDA QMC China reserves the right to decline the booking of the training.

Written confirmation (letter, fax or email) of VDA QMC China shall make the bookings legally binding.

客户应通过网上预定，书信，传真或电子邮件等书面形式下达订单。客户应完整和清晰的提供和填写必要的预定和注册信息。VDA QMC China 根据客户的该信息出具账单( 付款通知单 )，发票以及 VDA QMC 证书。

VDA QMC China 的部分培训对报名参加者的专业资质和经验设定有特殊要求。如果客户不符合报名条件，VDA QMC China 有权拒接或取消客户的培训预定。

客户的预定经 VDA QMC China 书面确认后即具有法律约束力。

## **2 . VDA QMC China's obligation**

### **VDA QMC China's 的义务**

With due care and skill, VDA QMC China will provide service according to Client's specific instructions as made available by the Client. In the absence of Client's specific instruction, VDA QMC China shall provide service based on following VDA methods and qualification:

- The VDA methods and requirements (VDA Standards) are developed in VDA work groups which consist of most experienced OEM und supplier experts
- These standards & methods define the „state of the art“ of quality management in the German automotive industry; VDA work groups constantly further develop the standards
- VDA-QMC is aiming to “from best practice – for best practice”
- VDA-QMC trainers are constantly informed and updated about training contents and training methods of the VDA
- VDA-QMC trains, coaches and supports implementation of VDA methods for best practice.
- VDA-QMC provides a consistent set of automotive QM-Systems and methods

VDA QMC China 将根据客户的具体指示，以适当的注意和技能提供服务。如果客户没有具体指示，VDA QMC China 应按照以下 VDA 方法与标准提供服务：

- VDA 方法和要求 ( VDA 标准 ) 由最有经验的 OEM 和供应商专家组成的 VDA 工作组开发
- 这些标准&方法定义了德国汽车工业质量管理的最新状态；VDA 工作组持续的发展改进这些标准
- VDA-QMC 的主旨是“来自于最佳实践-为了最佳实践”
- VDA-QMC 可以获得最新的 VDA 标准/培训和知识的原版信息
- VDA-QMC 的认证培训师长期实时获得 VDA 培训内容和方法的最新信息
- VDA-QMC 提供培训，指导和支持 VDA 方法的实施，以实现最佳实践
- VDA-QMC 提供持续的汽车行业质量管理体系和方法的全套服务

### 3 . Client's obligations

#### 客户的义务

The Client shall ensure all required supporting documents, information and instructions as submitted are accurate, true and complete. The information is to be submitted in a timely not later than two days from the date of which the services are requested by the Client.

The Client shall make necessary equipment and personnel available for the performance of the services, if required.

The Client shall ensure that for the safety and security of working conditions, sites and installations, all necessary measures are taken during the performance of service. In this respect, the Client will not rely on the advice of VDA QMC China whether required or not.

客户应确保其提供的所有必需的支持性文件，信息和指示准确，真实，完整。客户应在要求提供服务之日起两个工作日内提供必要信息。

客户应根据需要提供执行服务所需的设备和人员。

客户应确保在执行服务过程中采取所有必要的措施，保证工作条件，场所和设施的安全。对于这一点，无需 VDA QMC China 是否建议需要，客户即应采取有关措施。

#### **4 . Fees & payment**

##### **费用与付款**

The request for Quotation (RfQ) from VDA QMC China shall be done in written form. The service and price proposal between VDA QMC China and the Client shall be written in a Quotation which validity date is 30. VDA QMC China reserves the right to renew the price of service after then. The final price will be agreed by the client within a Purchase Order or contract which shall be signed by both sides.

All the prices in Quotation, Purchase Order, and contract of VDA QMC China shall be including VAT.

The price of material includes material and domestic postage. Overseas postage and bank commission shall be borne by Client.

The price of training includes training, training material, tea break and refreshment. The Client shall book and pay for his/her own travel and overnight accommodation. Bank commission shall be borne by Client if Client registers in a foreign country out of PRC. The price of other services shall be agreed specifically in service contracts.

VDA QMC China charges the service fee by cash, check and bank transfer while the cash can be accepted only for individual client. According to the contract or Purchase Order, if the client pays in advance, VDA QMC China shall issue invoice within 5 working days after collection; if the client pays after training, VDA QMC China shall issue invoice within 5 working days after training with exception of special case. The Client shall provide the following information in Purchase Order or contract for getting invoice:

- Address and post code
- Contact person and telephone number
- Contact person related training on client side, position and telephone number

VDA QMC China is able to issue English version invoice , Chinese VAT ordinary invoice and special invoice. For the Client registered in a foreign country out of PRC, VDA QMC China shall issue English version invoice in USD or EUR. The corresponding exchange rate shall be chosen from exchange quotation announced by Bank of China at the same date of signing contract. For the Client registered in PRC, VDA QMC China shall issue Chinese VAT ordinary invoice or special invoice. The Client shall state the invoice type in Purchase Order or contract. VDA QMC China shall issue the invoice accordingly. If the Client need VAT

special invoice the following information shall be stated in Purchase Order or contract:

- Company Name
- Tax registered number
- Company address and telephone number
- Bank name and bank account Number

The certificate shall be issued after Client's payment.

According to the payment term in Purchase Order or contract, if the payment which shall be paid by client is overdue, VDA QMC China is entitled to request late payment interest of additional 5% above the base interest rate as set by the Bank of China.

For the collection of unpaid fees, VDA QMC China may decide to bring action in jurisdictional court. The corresponding collection costs, including attorney's fees and related costs, shall be borne by the Client, as far as the mandatory local law does not provide otherwise.

If VDA QMC China is unable to perform all or parts of the services for any cause beyond its control, including the failure by Client to comply with any of its obligations, VDA QMC China shall be entitled to payments of:

- The amount of all non-refundable expenses incurred by VDA QMC China; and
- A proportion of the agreed fee equal to the proportion of the services actually carried out.

VDA QMC China 以书面形式拟定报价。报价包括服务内容和价格，所报出价格有效期为 30 天。超出有效天数，VDA QMC China 将保留调整价格的权利。双方达成一致后，最终的价格将以订单或合同形式确定。

所有 VDA QMC China 的报价，订单及合同均为 含增值税价格。

资料服务费包括资料费和国内邮寄费用。国际邮寄费和银行手续费用由客户自行承担。

培训服务费包括培训课程费，培训资料费，茶水和茶点费。差旅费和酒店食宿由客户自理。境外客户还应自行承担银行手续费。

其它服务费具体项目从其服务合同的约定。

VDA QMC China 服务费的收取方式为现金,银行转账或支票,其中现金只针对个人客户。预收款客户,我们将在收到款项后 5 个工作日内提供规范的可审计的发票。应收款客户,我们将在服务结束后 5 个工作日内提供规范的可审计的发票,特殊情况除外。请在订单或合同中详细描述以下信息:

- 客户签收发票地址,邮编
- 收件人名称及联系方式
- 客户方面的相关培训联系人及联系方式

VDA QMC China 为所提供的服务可以开具英文发票,增值税普通发票及专用发票。境外客户,我们将提供英文发票,以美金或欧元为货币单位,相关汇率以合同签订当日银行中间汇率为准。境内客户,我们将提供增值税普通发票或专用发票。客户在订单或合同中,应明确表明所需发票类型,VDA QMC China 将据此开具发票。如需增值税专用发票,请同时在订单或合同中明确以下信息:

- 公司名称
- 税务登记证号
- 公司地址及电话
- 银行名称及帐号

VDA QMC China 的所有证书将在客户付清全部培训款后发放。

根据订单或合同付款的条款,如果客户应付款逾期未支付,VDA QMC China 有权据此收取违约金,违约金比例为中国银行时时的存款利息率追加 5%。

为收回欠款,VDA QMC China 可以决定在管辖权的法院提起诉讼。如果当地强制法律没有另

行规定，相应的收款成本，包括律师费和相关成本，应由客户承担。

如果由于 VDA QMC China 无法控制的事由，包括客户未履行本条款规定的义务，使 VDA QMC China 未能执行全部或部分服务，VDA QMC China 任有权获得以下费用支付：

- VDA QMC China 发生的所有无法退还的费用；以及
- 按照实际执行的服务占全部服务的比例应收取的部分服务费。

## 5 . Alternation & Cancellation

### 变更与取消

Alternations are to be made in writing.

VDA QMC China may accept a replacement participant at no additional cost as applied by client if the participant is approved to meet the registration requirements.

VDA QMC China reserves the right to replace the trainer or examiner – not only in case of illness or non-availability of the same.

Cancellations are to be made in writing.

All confirmed bookings that are cancelled by the client shall carry a 10% cancellation fee to cover administration costs and if the booking is cancelled within the below timescales then the following fees will apply:

Within 14 days of the delivery of the service = 50% of the full fee

Within 7 days of the delivery of the service = 100% of the full fees

Postpone are to be made in writing.

All confirmed bookings that are postponed by the client, the following fee will apply:

Within 14 days of the delivery of the service = 10% of the full fee

Within 7 days of the delivery of the service = 15% of the full fees

VDA QMC China reserves the right to make alterations, to cancel the service or to move the training to another location and/or time at short notice. Client shall be notified immediately if the training cannot take place as a result of force majeure, if a trainer is unable to attend, or if there are difficulties and problems at the venue or insufficient participant numbers. If the service is cancelled and if any fees have already been paid, these shall be refunded back to the client.



In following case, VDA QMC China shall be entitled to either cancel or terminate the provision of the service immediately and without any liability:

- Failure by the Client to comply with any of its obligations under these General Terms and Conditions; or
- Any suspension of payment by Client.

变更应以书面形式说明。

如果客户申请更换参加人且能证明参加人符合报名条件，VDA QMC China 接受客户的更换申请并且不额外收取费用。

在培训师或考官因疾病或其它原因不能实施培训的情况下，VDA QMC China 保留更换培训师和考官的权利。

取消应以书面形式说明。

客户取消任何已确定的预定应承担 10%的违约金 ,以赔偿由此给 VDA QMC 造成的管理费用。

并且 VDA QMC China 将根据客户取消预定的时限按以下标准追加违约金：

服务提供前 14 日内取消预定，收取全部服务费的 50%作为违约金

服务提供前 7 日内取消预定，收取全部服务费作为违约金

延期应以书面形式说明。

因客户原因延期，客户应支付如下违约金：

服务提供前 14 日内提出延期，收取全部服务费的 10%作为违约金

服务提供前 7 日内提出延期，收取全部服务费的 15%作为违约金

VDA QMC China 保留在提前作出通知的情况下对服务作出变更或取消，或改变培训的时间和地点的权利。如果培训服务因不可抗力不能进行 ,如培训师不能参加 ,或培训地点有困难障碍，或培训人数不足 ,VDA QMC China 应尽早通知客户。在此情况下取消服务 ,若服务费已支付，



VDA QMC China 应全额退还客户服务费。

在以下情形下，VDA QMC China 有权立即暂停或终止提供服务，而不承担任何责任：

- 客户未能履行其此一般条款和条件下的义务；
- 客户暂停付款。

## 6 . Copyright & Confidentiality

### 版权保护与保密

VDA QMC China retains its intellectual property rights and copyrights in all of its material and documents.

Material and documents are made available to the client of the training for his/her exclusive personal use on the occasion of or after the training course. Any passing on, copying or dissemination-in which form –, or stored in any retrieval system is not permitted. If VDA QMC China becomes aware of such use, then legal action may be taken to stop such activity and to seek compensation.

Personal data of the Client shall be processed and used by VDA QMC China only for the purpose to fulfill the service the Client books. VDA QMC China shall not pass on or allow third parties to view such data.

VDA QMC China 提供服务所涉及的技术，资料与文档属于 VDA QMC China 的知识产权和版权。VDA QMC China 为客户培训所提供的资料和文档仅供培训参加者培训期间和之后个人使用。客户和培训参加者不得擅自将 VDA QMC China 的资料和文档以任何形式传递，复制，传播或存放上载于搜索系统。否则，VDA QMC China 将依法追究法律责任。

对于客户的个人信息，VDA QMC China 应仅在提供和完成客户预定的服务范围内使用。VDA QMC China 不得将客户信息向第三方披露。

## 7 . Liability

### 责任声明

Clients seeking a guarantee against loss or damage should obtain appropriate insurance. VDA QMC China is neither an insurer nor a guarantor and disclaims all liability in such capacity. VDA QMC China shall not be liable for any accidents and loss or damage to property belongings to the Client.

Based on its obligation hereunder, VDA QMC China tries to ensure its services accurate, complete and up to date including but not limited to trainings, material, information, e-newsletter, website, links in website and other service items. However, VDA QMC China does not guarantee absolute accuracy and completeness of all its services. Client shall properly refer and use the services according to its practical situation.

For any direct, indirect or accidental loss or damage arising while Client uses VDA QMC China's services including but not limited to trainings, material, information, e-newsletter, website, links in its website and other service items, VDA QMC China shall not have any liabilities, no matter the loss or damage is caused by misunderstanding, miss-operation, negligence, breaching of contract, libel of Client or even computer virus.

VDA QMC China shall not be liable for any delayed, total or partial non-performance of the services arising directly or indirectly from any event outside the VDA QMC China's control including failure by Client to comply with any of its obligations hereunder.

VDA QMC China may delegate the performance of all or part of the services to an agent or subcontractor. If Client and the agent/subcontractor reach an agreement or contract in writing, VDA QMC China shall not be liable for the performance of the agent or subcontractor.

客户如拟就损失或损害取得担保，应当投保适当的保险。VDA QMC China 不是保险人或担保人，拒绝以该等身份承担任何责任。对客户的意外事故和随身物品的损失或损害，VDA QMC China 不承担责任。

VDA QMC China 根据此一般条款所述义务，尽力确保所有服务包括但不限于培训，资料，信息，邮件新闻，网上信息，链接及其它项目是准确，完整及最新的。但 VDA QMC China 不保证其所有服务的绝对准确性和完整性，故客户应根据自身实际情况正确的参考使用。

对客户由于使用 VDA QMC China 的服务包括但不限于培训，资料，信息，邮件新闻，网上信

息，链接及其它项目，所产生的任何直接、间接或偶然性的损失或破坏，VDA QMC China 不承担任何责任，无论该损失或破坏是否源于客户的错误理解，操作失误，疏忽、违约、诽谤、甚至电脑病毒。

VDA QMC China 不对直接或间接因公司无法控制的事件包括客户未能履行此一般条款所述的义务而造成的迟延或全部或部分未能执行服务承担任何责任。

VDA QMC China 可以委托第三方部分或全部提供服务。如果客户与该第三方达成书面协议或合同，VDA QMC China 对该第三方提供的服务不承担任何责任。

## **8 . Applicable law & Place of Jurisdiction**

### **适用法律和管辖地区**

Unless specifically agreed otherwise, all disputes arising out or in connection with contractual relationship(s) shall be governed by the applicable laws and regulations of the People's Republic of China. Place of jurisdiction for any disputes arising out of the contract of VDA QMC China and Client shall be Beijing.

除非另有特别约定，由此一般条款和条件下的合同关系产生的或与之有关的所有争议，均应适用于中华人民共和国有关法律法规。因合同产生的争议处理管辖地点为北京。