



GENERAL TERMS AND CONDITIONS 一般交易条款

1 Scope

1 适用范围

1.1 These General Terms and Conditions (hereinafter “T&C”) apply to all contracts – (“Customer Contracts”) even future ones – entered into by Unique Business Consulting (Shanghai) Co. Ltd. (“UNIQUE”) and any of its customers (“Customers”) for deliveries or other services, including UNIQUE contracts for labor, work and materials. Agreements that differ from or supplement the T&C have priority over the T&C if the parties have agreed this in writing.

本一般交易条款（以下简称“条款”）适用于欧涅可（上海）商务咨询顾问有限公司（“UNIQUE”）和其任何客户（“客户”）就供货或其他服务签订的所有合同（“客户合同”）-- 甚至包括以后签订的合同，包括承揽和定作合同。若经各方书面同意，UNIQUE 和客户达成的与本条款冲突或具有补充功能的协议优先于本条款。

1.2 These T&C shall also apply to contracts entered into between UNIQUE and any affiliate of the Customer, and the Customer shall procure its relevant affiliates to comply with these T&C as if such affiliate itself would have accepted and agreed to these T&C.

本条款也适用于 UNIQUE 和客户的任何关联方签订的合同。客户应促使其相关关联方遵守本条款，就如同该关联方本身已接受和同意本条款一样。

1.3 The Customer’s terms and conditions that vary from these T&C, even if UNIQUE is aware of such terms and conditions and still provides the services, are only valid if and to the extent to which these have been confirmed by UNIQUE as valid in writing instead of these T&C.

倘若客户本身的交易条款与本条款不同，即使 UNIQUE 在知悉该等条款的情况下仍然提供服务，客户本身的交易条款也须在 UNIQUE 书面确认有效后且仅在书面确认有效的范围内有效。

1.4 Each change to these T&C by UNIQUE becomes part of the relevant Customer Contract between UNIQUE and the Customer, if the Customer agrees to this change or does not oppose it in writing within one month of becoming aware of the change.

UNIQUE 对本条款做出的每一项更改，若客户同意或自知悉该等更改后一个月内没有提出书面异议，则该等更改成为相关客户合同的一部分。

2 Quotation and Conclusion of Contracts

2 报价和订立合同

2.1 Orders issued by the Customer are at all times considered to be a binding offer to UNIQUE. A Customer Contract only comes into existence after receipt by the Customer of a written order confirmation (also per fax or email) from UNIQUE, the content of UNIQUE’s order confirmation shall prevail over any other terms (including Customer’s order confirmation). In absence of an order confirmation by UNIQUE, a Customer Contract also comes into existence upon delivery of the goods ordered (“goods”) or services requested (“services”), or by the provision of the agreed service (“subject of the contract”) by UNIQUE.



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客户发出的订单在任何时候均应视为是对 UNIQUE 具有约束力的要约。客户合同仅在客户收到 UNIQUE 发出的书面订单确认书（也可用传真或电子邮件方式）时成立。其中，UNIQUE 的订单确认书的内容优先于其他任何条款（包括客户的订单确认书）。若 UNIQUE 没有发出订单确认书，客户合同也会在 UNIQUE 交付订货（“货物”）或交付要求的服务（“服务”）或在提供双方约定的服务（“合同标的”）时成立。

2.2 The features of the services and subjects of a Customer Contract are finally described in the service description of the relevant Customer Contract between UNIQUE and the Customer (whereby UNIQUE's order confirmation shall prevail). Oral agreements, catalogue statements, drawings, images, measurements, weights and other features are only binding if they have been confirmed in writing by UNIQUE. **This also applies to properties that can be expected in line with public statements by UNIQUE or its agents, in particular in advertisements or by marking the goods. Technical and design variations that are reasonable for the Customer and differ from statements made in brochures, catalogues, written documents as well as changes to models, designs and materials due to technical progress and further development may occur without this resulting in claims against UNIQUE.**

所述服务指标和客户合同标的在由 UNIQUE 和客户订立的相关客户合同的服务描述部分最终予以描述（以 UNIQUE 的订单确认书为准）。口头协议、目录说明、图纸、图像、尺寸、重量或其他指标只有在 UNIQUE 书面确认后才具有约束力。**UNIQUE 或其代理公开宣传特别是通过广告或货物标示宣传的货物特性也只有在 UNIQUE 书面确认后才具有约束力。UNIQUE 做出如下保留：（1）技术及设计层面上实物与宣传册、目录或书面资料陈述之间可能发生对于客户来说是合理的偏差；以及（2）由于技术进步或后续开发导致型号、设计或材料可能发生改变。客户不得因为这些偏差或改变向 UNIQUE 索赔。**

2.3 If the subject of the Customer Contract between UNIQUE and the Customer is consulting or other services, these are only provided by UNIQUE as a labor or delivery contract if this has been expressly agreed in writing. **In addition, UNIQUE is not liable as a matter of principle for any consulting or other success.** The services to be provided by UNIQUE in individual cases depend on the content stated in UNIQUE's order confirmation.

若 UNIQUE 和其客户签订的客户合同内容是咨询或其他服务，UNIQUE 仅在书面明确约定的情况下将其视为劳务或交付合同。**并且，UNIQUE 原则上不对任何咨询或其它成就承担责任。**UNIQUE 个别提供的服务皆以在相应订单确认书中规定的内容为准。

2.4 UNIQUE does not undertake any guarantee in legal terms for the existence of particular characteristics of the services or goods provided if this is not expressly agreed in writing and no binding legal provisions stipulate something to the contrary.

除非有书面明确约定或另有强制性法律规定，UNIQUE 对于提供的货物或服务存在某种特定状况，不提供任何法律层面的担保。



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3 Delivery and Service Terms

3 交货条件/服务条件

3.1 Time schedules or, as the case may be, milestone plans for the delivery of goods, or work or services to be carried out shall be stipulated in the Customer Contract, provided that such time schedules or milestone plans (including any delivery dates) shall be considered non-binding target dates, unless explicitly set out otherwise in the Customer Contract.

货物的交付或将实施的工作和服务的时间安排或里程碑计划（视情况而定）应在客户合同中予以规定。但是，除非在客户合同中有明确说明，该等时间安排或里程碑计划（包括任何交付日期）应视为不具有约束力的目标日期。

3.2 If instructions issued by Customer or other circumstances caused by Customer (including any lack of required cooperation) lead to an increased or decreased amount of work and/or services and affect the respective agreed dates and/or the milestone plan and/or the remuneration, the parties shall agree on an appropriate adjustment of the remuneration and/or an adjustment of the dates and/or the milestone plan.

倘若客户发出的指示或客户造成的其他情形（包括不提供任何所需要的配合）导致工作和/或服务量的增加或减少，且对各个约定的日期和/或里程碑计划和/或报酬造成影响，双方应就报酬的合理调整和/或日期和/或里程碑计划的适当调整达成一致意见。

3.3 UNIQUE is entitled to provide reasonable partial deliveries and services.

UNIQUE 在合理范围内有权提供部分货物或服务。

3.4 If any type of circumstances obstructs UNIQUE from fulfilling its obligations arising under the Customer Contract, and if UNIQUE is not responsible for such circumstances, the parties shall agree on an appropriate postponement of the dates and/or the milestone plan agreed in the Customer Contract, provided that UNIQUE may withdraw from a Customer Contract if a delay continues for at least six weeks due to circumstances for which UNIQUE is not responsible. In the event of such postponement or withdrawal, UNIQUE shall be entitled to remuneration for the work and/or services already performed and it may invoice Customer therefore immediately.

倘若有任何类型的情形阻碍 UNIQUE 完成客户合同项下的义务，且 UNIQUE 对该等情形没有责任的，双方应就客户合同中约定的日期和/或里程碑计划的适当推迟达成一致意见，且若非可归责于 UNIQUE 的原因造成的推迟持续超过 6 周，UNIQUE 可撤销该客户合同。倘若出现该等推迟或撤销，UNIQUE 有权获取已履行的工作和/或服务相应的报酬且可立即就此向客户开具发票要求其付款。

3.5 It lies in UNIQUE's sole discretion how to plan, allocate and carry out the work and services, and UNIQUE shall be entitled to have third parties carry out the work and services on its behalf. Customer shall not be entitled to directly issue instructions to UNIQUE's employees or contractors.

UNIQUE 有权完全自主决定如何计划、分配并实施所述工作和服务。UNIQUE 有权让第三方代表其实施所述工作和服务。但是，客户无权直接向 UNIQUE 的员工或承包商发指令。



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4 Acceptance of Services

4 服务的接受

4.1 In case Customer receives from UNIQUE a Delivery Note/performance verification for work or services provided, Customer shall accept or decline such work or services within a period of 4 working days. The acceptance by any employee, contractor, customer or agent of Customer shall be deemed a valid acceptance by Customer, regardless whether such acceptance is communicated in writing, by email or verbally. **Simple copies of documents or emails containing any such acceptance shall constitute sufficient evidence in case of any dispute or legal proceeding (and UNIQUE does not need to provide any originals or notarized copies).**

就 UNIQUE 提供的工作或服务，若客户从 UNIQUE 那里收到交付通知/履行确认书，客户应在 4 个工作日内接受或拒绝该等工作或服务。客户员工、承包商、客户或代理的接受都应视为客户的有效接受。至于该等接受是用书面、电子邮件还是口头表达的，在所不论。在发生任何纠纷或诉讼的情况下，单凭包含任何该等接受的文件复印件或电子邮件就构成充分的证据（UNIQUE 无须提供任何原件或公证的副本）。

4.2 If UNIQUE does not receive any written objections within 4 working days of Customer receiving the Delivery Note, performance verification or the final work product, the work and/or services provided shall be considered as approved and accepted.

倘若 UNIQUE 自客户收到所述交付通知、履行确认书或最终工作成果之日起 4 个工作日内没有收到任何书面异议，所提供的工作和/或服务应视为已得到批准和接受。

5 Prices and Payment Terms

5 价格和付款条件

5.1 The deliveries and services provided by UNIQUE are remunerated as per the Customer Contract (whereby UNIQUE's order confirmation is binding) made via a fixed price or time incurred. Consulting and other services by UNIQUE, if nothing further is agreed in the Customer Contract, are always remunerated in line with the time incurred. The level of the hourly/daily rates is taken from the agreed prices in the written order confirmation.

UNIQUE 提供的货物或服务依照客户合同（UNIQUE 的订单确认书具有约束力）规定的固定价格或按时计费。除非客户合同另行规定，UNIQUE 提供的咨询和其他服务原则上皆按时计费。时薪、日薪费率采用订单确认书中约定的价格。

5.2 UNIQUE's written order confirmation is decisive for the scope of the delivery and setting the remuneration by a fixed price or as time incurred. If this varies from the order or Customer's purchase order it is still decisive if the Customer does not contradict it without delay or accepts services from UNIQUE without restriction.



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交付的范围和酬劳的计算（按固定价格或按时计费）以 UNIQUE 的订单确认书为准。如果订单确认书和订单或客户的采购订单有出入，而客户没有立即提出异议或已无条件接受了 UNIQUE 提供的服务，那么仍将以订单确认书上的规定为准。

5.3 All prices are net and exclude any supplements and the relevant statutory value added tax and any other taxes. Supplements may include in particular travel expenses, accommodation costs, additional food costs, telecommunications costs, printing costs, copying and postal costs. Net prices for the delivery of goods are understood as including normal packaging and exclude shipment costs and/or costs for transport insurance – if such has been concluded for the individual case – if nothing further has been expressly stated.

所有的报价皆为净值，不包括任何额外费用、相关的法定增值税和其他税收。额外费用主要包含差旅费、住宿费、膳食补助费、通讯费、印刷费、复印费和邮费。如果没有另行明确约定，交货的净值应理解为包含通常的包装费但不包括运费和/或个别情况下约定的运输保险费。

5.4 UNIQUE is entitled to issue sub-invoices and to demand partial payments.
UNIQUE 有权先就部分交付开具发票并要求付款。

5.5 For fixed price agreements – if nothing further has been agreed – sub-invoices will be issued as incurred for the fixed price each week or fortnight. If UNIQUE is remunerated by an agreed hourly rate, UNIQUE is entitled to issue intermediate invoices for the services provided each week or fortnight.

除非另行约定，对于固定价格安排，UNIQUE 将每周或每 14 天依照固定价格下的费用开具部分账单。如按约定的小时费率支付 UNIQUE 报酬，UNIQUE 有权，每周或每 14 天根据其提供的服务开具部分账单。

5.6 Invoices are due for payment at the latest 14 days after the invoice date if the relevant invoice does not state a different due date. The receipt of the payment by UNIQUE is key to deciding whether the payment was received prior to the due date. If the Customer has delayed payment of the invoice, the default interest is 0.03% per day over the outstanding amounts until such payments have been settled in full. If payment is not received by the due date, UNIQUE is entitled to terminate the Customer Contract without notice.

倘若在账单上没有另行标明到期时间，客户最迟在账单开具后 14 天内付清账款。客户是否在到期日前付款，以 UNIQUE 收到该笔款项的时间为准。客户如果延迟付款需付滞纳金。每延迟一天支付拖欠款项的 0.03%，直至该笔款项完全付清为止。UNIQUE 在到期日前没有收到账款的，有权不经通知客户而立即终止客户合同。

5.7 UNIQUE reserves the right to reject bank acceptance drafts, cheques or bills of exchange. They are only ever accepted on account of performance.

UNIQUE 保留不接受银行承兑汇票、支票或汇票的权利。前述票据只会因履约而被接受。

5.8 The Customer is only entitled to offset or retain payment if the counterclaims have been determined in a legally binding manner or have been expressly recognized by UNIQUE.



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客户仅在其反诉已经被认定具有法律约束力或被 UNIQUE 明确承认后才有权要求抵消或保留付款。

6 Granting of usage rights

6 使用权的授予

6.1 UNIQUE is entitled to exclusive usage and sale rights to any work results that are subject to intellectual property rights (e.g. trademarks, copyrights, patents, utility patents or registered designs) created by UNIQUE whilst carrying out the work or providing the services.

UNIQUE 在开展工作或提供服务期间创造出的具有受知识产权法保护的工作成果（如商标、版权、发明专利、实用新型专利、外观设计专利），其专属使用权和销售权由 UNIQUE 享有。

6.2 In the event the work and/or services rendered by UNIQUE under a Customer Contract are protected by any intellectual property rights that are owned by UNIQUE, UNIQUE shall provide Customer a nonexclusive, non-transferable license to such right, but only insofar, for the duration and to the extent as required, in the reasonable opinion of UNIQUE, for the purpose stipulated in the relevant Customer Contract.

倘若 UNIQUE 根据客户合同提供的工作和/或服务受任何 UNIQUE 拥有的知识产权的保护，UNIQUE 应向客户提供该等权利的非独家和不可转让的许可。但该等许可仅限于在 UNIQUE 合理认为在相关客户合同规定之目的所要求的期限和范围内提供。

7 Warranties for Defects

7 对缺陷的担保

7.1 With regard to the services provided UNIQUE is not liable for the economic or other success of the service desired by the Customer.

UNIQUE 不保证其提供的服务应达到客户预期的经济或其他层面的效果。

7.2 In cases of material defects to the services/goods, UNIQUE may select subsequent improvement or delivery. Exchanged parts are transferred to the ownership of UNIQUE without compensation. If UNIQUE does not correct faults of which it is aware within an appropriate, written subsequent period or two attempts at subsequent improvement fail, the Customer is entitled either to withdraw from the Customer Contract or to demand an appropriate discount. If the Customer chooses to withdraw from the Customer Contract due to legal or material defects following a failed attempt at subsequent fulfilment, it will not be entitled to damages resulting from the defect unless binding compulsory legal provisions state something to the contrary. Warranty claims lapse one year after acceptance or transfer of the goods or services if nothing to the contrary is stipulated by binding legal provisions. The defect must be notified without delay if nothing contrary is stipulated by binding legal provisions.

倘若服务/货物有任何重要缺陷，UNIQUE 可选择随后改善或补交。被替换的部件由 UNIQUE 收回并由其所有而无需支付赔偿。倘若 UNIQUE 没有在适当的、书面约定的期限内纠正其知晓的缺陷或经两次改善失败，客户有权选择解除相关客户合同或要求合理的折扣。如客户以法定缺陷或重



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大缺陷为由，在 UNIQUE 随后补救履行的努力失败后，客户选择解除相关客户合同的，除非具有约束力的强制性法律有相反规定，其不享有因缺陷而索赔的权利。除非具有约束力的法律有相反规定，质保索赔时效自货物/服务经接受或交付后的 1 年后灭失。除非具有约束力的法律有相反规定，客户应立即向 UNIQUE 告知缺陷的存在。

7.3 Warranty claims against UNIQUE are excluded if the Customer makes changes or intervenes in the services/goods provided or uses these improperly. The warranty is not waived if the Customer can prove that the changes, interventions or improper usages are not connected to the asserted defect.

若客户对所提供的货物/服务作出任何改动或对其进行了干预，或不当使用该等货物/服务的，则其针对 UNIQUE 的质保索赔权丧失。但如果客户能够证明，该改动、干预或不当使用和其主张的缺陷无关，则客户不因此丧失质保索赔权。

7.4 Warranty claims are only applicable to the Customer as a direct contractual partner of UNIQUE and cannot be assigned.

质保索赔权仅适用于与 UNIQUE 直接签订合同的客户，且此权利不可转让。

8 Liability

8 责任

8.1 If nothing further is stated in these T&C or applicable binding legal provisions, all claims for damages and expenses by the Customer against UNIQUE, its entities, legal representatives and/or vicarious agents are excluded, no matter their legal basis.

除非本条款或其它适用的强制性法律另有规定，在此排除客户向 UNIQUE 及其实体、法定代表人和/或委托代理人主张损害赔偿的任何请求权（无论基于何种法律依据提出）。

8.2 UNIQUE shall only be liable for negligent breaches of these T&C or the Customer Contract. The maximum amount of UNIQUE's liability shall at all times and under all circumstances be the existing insurance coverage of UNIQUE (currently EUR [...] for each individual claim, with a maximum of EUR [...] per year). In the event of a reduction in the amount of insurance coverage UNIQUE shall immediately inform Customer.

UNIQUE 仅在其过失违反了本条款或客户合同时承担责任。UNIQUE 在任何时候且在任何情况下的最高责任限于 UNIQUE 的现有保险责任范围总额（目前每一笔索赔上限是[...]欧元，每年最高[...]欧元）。若保险责任范围降低，UNIQUE 应立即通知客户。

8.3 UNIQUE shall not be liable for any of the following: indirect or consequential losses; loss of profits, business, business opportunities, contract, anticipated savings, revenue, turnover, reputation or goodwill; wasted expenditure (including management time); nor loss under any contract.

UNIQUE 不对以下任何损失负责：间接或结果性的损失，利润、生意、商业机会、合同、预期的储蓄、收入、营业额、声誉或商誉的损失，浪费了的支出（包括管理时间），以及任何合同项下的损失。



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8.4 The above restrictions on liability do not apply to (a) intentional or grossly negligent conduct of UNIQUE, (b) bodily damage or damage to health which can be attributed to UNIQUE, and (c) deceitful failure to disclose defects by UNIQUE.

上述责任限制不适用于：（1）UNIQUE 的故意或重大过失行为，（2）可归责于 UNIQUE 的人身损害或健康损害，以及（3）UNIQUE 欺诈性地不披露缺陷。

8.5 UNIQUE is not liable for the loss of data if the damage would not have occurred if the Customer had undertaken proper data backup for which it is responsible. Proper data backup can be assumed if the Customer backs up its data records in machine-readable form at least once a day and therefore guarantees that this data can be restored at reasonable cost. The liability of UNIQUE for the loss of data is restricted to the typical cost of restoration that would have occurred if proper data backups were made. 对于客户在其责任范围内若采取适当的数据备份措施本可避免的数据丢失损失，UNIQUE 不承担责任。若客户至少每日将数据以机器可读的形式进行了备份且由此保证该等数据在支出合理费用的情况下能够被恢复，则应视为其进行了适当的数据备份。UNIQUE 对数据丢失承担的责任仅限于在采取了适当的数据备份情况下恢复数据所需支出的通常费用。

9 Retention of title

9 所有权保留

9.1 UNIQUE reserves the title on all services/goods supplied until complete fulfilment of all claims of UNIQUE from the current business relationship. Before transferring the title, the goods may not be pledged or subjected to any mortgage or lien. Further sales are only permitted within the framework of a proper business process. In case of further sale of conditional commodities, the Customer assigns its full purchase price claim on conclusion of the contract against the purchaser to UNIQUE.

UNIQUE 在客户完全履行其所有要求之前保留对所有服务/货物的所有权。在所有权转让之前，货物不得被质押或遭受任何抵押或留置。仅允许在合适的交易框架内进行转售。如果转卖附条件的商品，那么客户自转卖合同成立时将其对买方的全部货款支付请求权转让给 UNIQUE。

9.2 If the Customer has delayed payment in full or part, stops payments or there is other justified doubt about its ability to pay or creditworthiness, it is no longer entitled to utilize the goods. UNIQUE can in such cases withdraw the Customer's recovery authorization from the recipient of the goods. UNIQUE is then entitled to demand information about the recipient of the goods, to inform this person of the transfer of claims to UNIQUE and to recover the Customer's liability from the recipient of the goods.

倘若客户延迟支付全部或部分货款、停止付款或付款能力或信用受到合理的质疑，那么其无权再继续使用货物。在这种情况下，UNIQUE 有权撤销客户向收货人索取货款的权利。UNIQUE 有权要求获取该等收货人的资料，并将货物价款索赔权转归 UNIQUE 的事宜通知该等收货人，并向其主张客户应承担的责任。



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10 Customer Cooperation

10 客户的配合

10.1 The Customer is aware that UNIQUE depends on Customer cooperation to provide the services that are covered by the Customer Contract. The Customer is obliged to provide all documents and information that are required to carry out the services covered by the Customer Contract in good time and in full and to provide appropriate access to its rooms and systems to employees and any subcontractors or vicarious agents of UNIQUE who have been instructed to provide the services covered by the Customer Contract for the purposes of implementing the requested services to the extent necessary to implement the Customer Contract.

客户知晓，UNIQUE 依靠客户的配合提供客户合同所涵盖的服务。客户有义务及时且完整地提供开展客户合同所涵盖的服务所需的一切文件和资料，且应允许提供客户合同所涵盖的服务的 UNIQUE 员工、分包商或委托代理（以实施所要求的服务为目的且在执行客户合同必需的限度内）进入其办公室和办公系统。

10.2 As part of its duty of cooperation the Customer is obliged in particular on request by UNIQUE employees who are instructed to provide services, to provide suitable rooms without charge and in good time where the documents, work resources or data media can be stored safely.

作为客户配合义务的一部分，客户有义务特别是根据提供服务的 UNIQUE 员工的要求无偿地、及时地提供适合的空间使其能够安全地存放文件、工作资料和数据载体。

10.3 All Customer cooperation duties are provided without charge, if nothing further has been expressly agreed.

除非另行明确约定，客户应无偿提供配合。

10.4 If the Customer does not adhere to its cooperation duties, or does not do so in good time, UNIQUE can set the Customer an appropriate period to fulfil its cooperation duties. If the cooperation duties are not fulfilled within the period set by UNIQUE, UNIQUE is entitled to terminate the Customer Contract. Any such termination does not affect other claims by UNIQUE.

倘若客户没有履行或没有及时履行其配合义务，UNIQUE 可确定一个合理的履行配合义务的期限。如果在此期限内客户仍旧没有履行配合义务，UNIQUE 可据此终止客户合同。任何该等终止不影响 UNIQUE 的其他权利。

11 Nondisclosure

11 保密条款

11.1 The contractual parties are obliged to treat any information and/or knowledge on internal business or operational matters that is subject to nondisclosure and of which they become aware concerning the other contractual party and/or their business partners in the strictest confidence and not to make them accessible to third parties during the contractual period and two years after it ends. This obligation does



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not apply if the contractual party who is obliged to maintain confidentiality proves that it was aware of the information before the cooperation with the other contractual partner, was informed of it by authorized third parties or became aware of it without this being the responsibility of the contractual party that is obliged to maintain confidentiality.

缔约双方有义务对有关内部业务或运营事项的、保密范围内的、有关另一方和/或其业务伙伴的任何信息和/或知识严格保密，并且防止第三人在合同期限内及其终止后的 2 年内获取前述信息/知识。如一方能够证明其在双方合作之前已知晓该信息，或被授权的第三方告知该信息，或在尚没有保密义务的情况下知晓该信息，则保密义务不再适用。

11.2 It is clear that the non-disclosure duty does not apply to work produced by the Customer or services provided by the Customer unless these contain information that requires nondisclosure as stated in Number 11.1.

需要明确的是，此处的保密义务不适用于客户提供的工作成果或服务，除非这些工作成果或服务中含有 11.1 项中所列需要保密的资料。

12 Rights of Third Parties

12 第三方权利

The Customer is responsible for not infringing the rights of third parties if UNIQUE performs a Customer Contract as per its requirements. In the event that UNIQUE is held liable by a third party the Customer is obliged to indemnify UNIQUE for these claims. The indemnification duty also refers to all costs borne by UNIQUE with regard to claims by a third party.

若 UNIQUE 依照客户指示履行合同，客户应对该履行不侵犯第三方权利负责。如果 UNIQUE 因此被第三方要求承担责任，客户有义务保障 UNIQUE 免受这些索赔损害。该保障义务也包含 UNIQUE 因第三方索赔而承担的所有费用。

13 Final Provisions

13 最终条款

13.1 The Customer is not entitled to transfer or assign these T&C and/or any Customer Contract (or any part hereof or thereof) to any third party unless UNIQUE agrees to this transfer or assignment in advance in writing.

客户无权将本条款和/或任何客户合同（或其任何部分）转让给任何第三方，但 UNIQUE 已事先书面同意该转让的除外。

13.2 Individual variances and/or additions to the rules in these T&C and/or any Customer Contract must be in writing. The right of UNIQUE to the unilateral modification of its T&C as stated in Number 1.4. remains unaffected by this.



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对本条款和/或任何客户合同规定的个别变更和/或补充需以书面形式做出。UNIQUE 根据本条款 1.4 节的规定单方修改本条款的权利不因上述规定而受到影响。

13.3 UNIQUE may terminate any Customer Contract in writing without prior notice for good cause. Good cause shall, amongst others, be deemed as given if insolvency proceedings are filed or opened against the Customer or insolvency proceedings are rejected due to lack of assets, or there is a change of control of the Customer. In the event of such termination, UNIQUE shall be entitled to remuneration for the work and/or services already performed and it may invoice Customer therefor immediately.

UNIQUE 有权以正当理由书面终止任何客户合同而无须发出事先通知。以下情况视为正当理由：针对客户的破产程序提出或开启，或破产程序因资产不足而被驳回，或客户的控制权发生变更。若发生该等终止情形，UNIQUE 有权获取已履行的工作和/或服务相应的报酬且可立即就此向客户开具要求其付款的发票。

13.4 Any formal notice or communication by UNIQUE shall be deemed received by the Customer if sent, at the election of UNIQUE, by courier to the Customer's address as registered with the Administration of Industry and Commerce or its address as specified in the Customer Contract, or by email to an email address of the Customer as specified in the Customer Contract.

若 UNIQUE 发出的任何正式通知或通讯由其选择通过快递向客户在工商局登记的地址或客户合同中明确指定的客户地址或通过电子邮件向客户合同中明确指定的客户电子邮件地址发送，则视为客户已收到该通知或通讯。

13.5 Should a provision of these T&C and/or any Customer Contract be or become void, illegal or unenforceable, the validity of the remaining provisions hereof or the relevant Customer Contract shall in no way be affected. In such case the void and/or illegal and/or unenforceable provision shall be replaced by a relative provision coming as close as possible to the commercial content and purpose of these T&C or the relevant Customer Contract.

若本条款或任何客户合同的一项条款是或变得无效、不合法或不可执行，本条款或客户合同的其他条款的效力不受影响。在该等情况下，该无效和/或不合法和/或不可执行的条款应由最接近本条款或相关客户合同商业内容和目的的相关条款替代。

13.6 The Customer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these T&C or any Customer Contract.

客户同意，对未在本条款或任何客户合同中载明的任何声明、陈述、保证或担保（无论是出于无意还是过失做出），其不享有任何救济。

13.7 These T&C are made out in English and Chinese. Should any conflict between the English version and the Chinese version arise, the English version shall prevail. In the event an executed English version of a Customer Contract is available, such English version shall prevail over any other language version.

本条款用英文和中文拟就。若英文版和中文版出现冲突，以英文版为准。若有签署的英文版客户合同，该英文版应优先于其他任何语言版本。



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13.8 These T&C and each Customer Contract, shall be governed by and construed in accordance with the substantive law in force of the People's Republic of China, without recourse to its conflict of laws rules; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall also not apply. 本条款或任何客户合同应受中华人民共和国实体法管辖并由其解释，不得诉诸其冲突法规则；联合国国际货物销售合同公约（CISG）也不予适用。

13.9 Any and all disputes arising from or in connection with these T&C and/or any Customer Contract shall be submitted for arbitration to the Shanghai International Economic and Trade Arbitration Commission ("SHIAC") in accordance with SHIAC's rules of arbitration then in force. Any Party initiating an arbitration proceeding shall give notice to the other Party in writing. Each Party shall appoint one arbitrator, while the third presiding arbitrator shall be chosen by the other two arbitrators and be of a nationality other than the Parties involved. The arbitration award shall be final and binding upon both Parties and either Party may apply to a court of jurisdiction for enforcement of the award. Unless otherwise stipulated in the arbitration award, the arbitration expenses and fees (including attorney fees) shall be paid by the losing Party. The language of the arbitration shall be English.

由本条款和/或任何客户合同引起的或与之有关的任何争议应提交上海国际经济贸易仲裁委员会（上海贸仲）依据其届时有效的仲裁规则仲裁解决。提起仲裁的一方应书面通知另一方。一方应指定一名仲裁员，第三名首席仲裁员应由其他两名仲裁员选择，且其国籍需与争议双方不同。仲裁裁决是终局的，对双方均有约束力，任何一方均可向有司法管辖权的法院申请执行该裁决。除非仲裁裁决另有规定，仲裁花销和费用（包括律师费）由败诉方承担。仲裁语言应为英语。

These Terms and Conditions have been agreed and entered into in Shanghai, Putuo District and shall apply to all current and future agreements between the Customer and Unique Business Consulting (Shanghai) Co. Ltd.

本条款已在上海市普陀区双方达成一致并签订，其适用于客户和 UNIQUE 所有现有和将来签订的协议。

UNIQUE

客户 Customer

签字和盖章/ Signature and Chop

日期 / Date:

签字和盖章/ Signature and Chop

日期 / Date: