



The present Terms and Conditions for On-Site and Remote Support Services (“the Terms”) shall apply to all agreements made by DEIF Electrical (Shanghai) Co., Ltd (“DEIF”) and involving DEIF installation services and remote support services. The Terms apply in addition to any contract entered into between the Customer and DEIF regarding DEIF solutions and/or product supplies.

现行的现场及远程支持服务条款(简称“条款”)应适用于因丹控电气(上海)有限公司(“DEIF”)安装服务及远程支持服务所发生的所有协议。“条款”也适用于“客户”和 DEIF 签署的 DEIF 解决方案和/或产品供应的任何合同。

1. DEIF shall perform and deliver the service(s) confirmed to the Customer in accordance with the provisions of these Terms and with the degree of skill and care required by currently prevailing best industry practices. DEIF 应遵循这些条款的规定并根据当前工业最佳实践所要求之技术水平与注意义务来执行并履行与“客户”确认过的服务。
2. The services of DEIF personnel are confined to product programming, calibration, troubleshooting and testing of products supplied by DEIF. The Customer is responsible for overall plant operation, testing, and project management at the site. DEIF 人员所提供的服务仅限于 DEIF 所提供的产品编程、校准、故障诊断和测试。“客户”负责整体设备操作，测试以及现场的项目管理。
3. In addition to the measures of preparation for installation to be taken by the Customer prior to the job in accordance with the quotation, order confirmation or itemized preparation document, it is assumed that throughout the installation/commissioning/remote support services process:
 - Qualified and authorized staff of the Customer is present or immediately available.
 - DEIF staff (or DEIF contractors) has access to the installation site free of disturbances and that testing can be performed freely (or at least during acceptable time slots sufficient for testing or according to previously agreed testing procedures).除了由“客户”在安装之前根据报价、订单确认或分项准备文档所做的安装前准备措施外，在整个安装/调试/远程支持服务过程中，“客户”须：
 - 保证现场应有合格并经授权的员工，并且随传随到。
 - 保证 DEIF 员工（或 DEIF 承包商）可以不受干扰地进入安装现场，并且能够自由地（或至少可以在足够执行测试的可允许时间范围内或根据事先所协商一致的测试程序）执行测试。

4. Any product supplied by DEIF to be adapted or programmed on site or serviced remotely is specified on the basis of information and documentation at hand as to prevailing site conditions and the technical environment with which the product or system supplied by DEIF is to rely, control or interact, such as but not limited to: switchboards, cabling, wireless network, monitors, engines, alarm systems or generators (including equipment interfaces and functionalities), as well as information at hand as to such equipment or other contributions to be supplied and/or installed at site by other vendors. It is assumed that prevailing site installations are compliant with applicable regulations and standards. The risk of any effects of incorrect or insufficient information or non-compliance with regulations or standards shall rest with the Customer.

The Customer is responsible for installation, cabling, and interfacing of all equipment connected to any delivered DEIF product prior to commissioning or remote support services except to the extent any such responsibility has been specifically assumed by DEIF in writing.

任何需要在现场调整、编程或远程支持服务的 DEIF 所提供的产品都是根据现场所提供的具体信息与文件进行现场确定，这些资料与 DEIF 所提供的产品或系统即将依靠、控制或交互的通行场地条件和技术环境有关，这些 DEIF 产品包括但不限于：配电盘、接线、无线网络、监控、发动机、报警系统或发电机（包括设备接口和功能性）；这些资料还包括与其他供应商将在现场提供和/或安装的此类设备或其他支持相关的信息。“客户”须保证现场安装条件符合所有可适用的法规与标准。因不正确或不充分的信息，或不符合相关法规与标准而产生的风险应由“客户”承担。

“客户”负责在调试或远程支持服务之前完成与已交付 DEIF 产品相连接的所有设备的安装、接线和接口连接，除非 DEIF 以书面方式确认以上工作由 DEIF 负责。

5. The Customer shall give DEIF a minimum of 5 business days’ notice before technical assistance for commissioning is required on site. Before the service is commenced, it should be verified that the installation is functioning and is complete. All signals should be loop tested prior to commissioning. The allocated days and terms for commissioning are counted from day of departure from home base to day of return to home base. “客户”须至少提前 5 个工作日告知 DEIF 其需要现场调试技术支持。在开始调试服务前，“客户”须确认设备安装已经完成并且能够正常运行。在调试前，客户须环路测试所有信号。调试的指定天数与期限从服务人员离开公司那一刻开始计算，直到服务人员回到公司止。



6. The representative from DEIF carrying out commissioning and start-up, or remote support services is solely responsible for products supplied by DEIF and their functions according to the specifications agreed. Any additions or changes outside the agreed specifications shall be clarified with the project manager with regard to technical changes, price adjustments, and changes in delivery time or other conditions.

执行调试与启动操作或进行远程支持服务的 DEIF 代表仅根据此前协商一致的规格标准负责 DEIF 所提供的产品与功能。所有偏离协议的技术变更、价格调整以及交货时间或其他条件的变更，均须与项目经理进行详细确认。

7. If the Customer's preparatory work is not finished before the agreed date or time on which the installation, commissioning, or remote support services is/are due to start, DEIF will consult with the Customer and seek to agree how to proceed. In some circumstances DEIF could carry out the work at the Customer's cost, or delay installation until the Customer has completed the work. The Customer shall be responsible for the extra reasonable costs DEIF incurs caused by any delay.

It is expressly understood that – unless explicitly agreed otherwise between the parties as evidenced by a duly signed document – any of the following activities or services are not included in the agreed services or service charges:

- a) any action or activity that is required due to misuse or improper use of equipment, or a negligent act of the Customer, his technicians or any third parties (excluding DEIF or any one on its behalf); or
- b) any fault in any associated material, equipment or accessories, not provided by DEIF; or
- c) failure, instability or unsuitability of parts, tooling or accessories not provided or explicitly approved by DEIF; or
- d) any action or activity that is required due to Force Majeure or due to external influences like improper power supply or mobile connectivity, vibration, radiation, destruction including damage caused by vehicles, lockouts, violence, vandalism and other occurrences; or
- e) delivery and/or replacement of products or consumables, unless explicitly stated in the description of the purchased services purchased hereunder;
- f) any action or activity that is required due to normal wear and tear;
- g) use of input signals, use of software, and/or use of hardware or accessories not provided or explicitly approved by DEIF.

如果客户未能在协议约定的安装或调试或远程支持服务启动之日或时间前完成准备工作，那么 DEIF 将询问“客户”就如何继续达成一致意见。在某些情况下，DEIF 可在“客户”承担成本的情况下继续完成工作，或者推迟到“客户”完成准备后才开始安装。因“客户”延迟而导致 DEIF 产生的额外合理成本由客户承担。

双方明确——除非双方另有明确的正式签署文件为依据——以下任何活动或服务不包含在本协议服务或服务费中：

- a) 因“客户”、其技术人员或任何第三方（不包括 DEIF 或其代表）滥用或不当使用设备或疏忽行为而产生的任何维修活动或行为；或
- b) 任何非 DEIF 提供的相关配套材料、设备或附件的任何故障；或
- c) 非 DEIF 提供或未经 DEIF 明确批准的备件、模具或附件之故障、不稳定或适应不良；或
- d) 因不可抗力或外部影响，诸如不当的电力供应或移动连接、振动、辐射、破坏（包括由车辆、停工、暴力、蓄意破坏或其他事件而引起的）而产生的任何维修行为或活动；或
- e) 产品或消耗品的交货和/或更换，除非在本条款项下的购买服务之描述中另有明确说明；
- f) 因正常磨损和损坏而产生的任何维修行为或活动；
- g) 使用非 DEIF 提供的或未经其明确批准的输入信号、软件和/或硬件或配件。

8. In the event that installation, commissioning, or remote support services process delays beyond the number of hours/days stipulated in the quotation or order confirmation due to reasons not attributable to DEIF, extra time will be charged for (including any waiting time) and invoiced separately at DEIF's then current standard rates for engineer services. Delays may also be caused by the Customer requiring functionalities not foreseen in the quotation or order confirmation. Where circumstances prevent the installation, commissioning, or remote support services completion, DEIF reserves the right to leave the installation job/site/remote support services call and return again once the hindering circumstances have been removed. All related extra costs will be invoiced accordingly.

因不可归因于 DEIF 的原因而导致安装、调试或远程支持服务流程超过报价或订单确认中规定的小时数/天数，DEIF 将根据当时现行工程服务资费标准收取额外时间费用（包括任何等待时间）并单独开具发票。以上原因还包括“客户”在报价或订单确认时未能预见而之后又有服务延长的需求情况。如果出现妨碍安装、调试或远程支持服务完成的情况时，DEIF 有权保留离开安装工作/现场或停止远程支持服务并在以上妨碍情形消除时再次回来。由于额外增加成本，因此 DEIF 将收取相关额外费用，并开具发票。



9. The Customer is responsible for project management at the site and for advising DEIF well in advance of the scheduled on-site or remote support services of any local safety requirements or codes or special precautions that must be adhered to by DEIF staff during the performance of services. If special personnel safety equipment is mandatory, the Customer is responsible for providing the DEIF service engineer with such equipment or specialist training. DEIF reserves the right to discontinue on-site or remote support services in the event that the DEIF staff deems working conditions unsafe (irrespective of compliance with any applicable safety code or requirement).

“客户”负责现场项目管理并在预定的现场服务或远程支持服务之前为 DEIF 提供详细建议，告知 DEIF 员工在提供服务过程中必须遵守的任何当地安全要求或规范或特别预防措施。如果规范要求必须为工作人员配备特殊安全设备，“客户”须负责为 DEIF 服务工程师提供此类设备或专门培训。在 DEIF 员工认为工作条件不安全（无论是否符合任何可适用的安全法规或要求）的情况下，DEIF 有权保留中断现场或远程支持服务。

10. Unless to the extent specifically agreed in writing, the price of installation and/or commissioning is exclusive of travel and accommodation for DEIF staff (and staff of any DEIF installation contractor). Travel and accommodation will be charged at cost plus a handling charge of 15%. The DEIF staff will usually be staying at hotels at a reasonable quality level and as close to the installation site as possible. If the site is located beyond reach of public or private transportation the Customer shall provide for suitable means of transport and local accommodation for the DEIF staff.

除非有特别约定，否则安装和/或调试费用不包含 DEIF 员工（以及任何 DEIF 安装承包商的员工）的交通及住宿费用。交通及住宿费用将按实收取，并另加 15% 的手续费。DEIF 员工通常住在条件合理的酒店，且这些酒店选在离安装现场越近的地方越好。如果现场位于公共或私人交通工具无法达到的位置，则“客户”应为 DEIF 员工提供适当的交通工具和当地住宿。

11. LIMITATION OF LIABILITY

The liability, if any, of DEIF for damages, whether arising from breach of the terms agreed for the supply of products, or otherwise with respect to the installation, commissioning, or remote support services work hereunder, is limited to an amount not to exceed the total value of the order giving rise to the liability.

责任范围

DEIF 的损害赔偿（如有），无论是因违反产品供给条款或本条款项下其他有关安装、调试或远程支持服务工作的情况，赔偿金额不得超过导致该损害赔偿的订单之总价。

12. DISCLAIMER

DEIF SHALL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR GOODWILL ARISING FROM ANY FAILURE OR MATTER ARISING UNDER THE INSTALLATION OR COMMISSIONING. Additionally, DEIF shall have no liability for any claims or damages arising from or related to: (1) pre-existing site conditions, construction or design; (2) information, data or documents provided by the Customer for use by DEIF in connection herewith; (3) work of third parties not under contract to DEIF; or (4) environmental pollution or exposure to hazardous materials except as directly and solely caused by work performed by DEIF hereunder.

免责声明

DEIF 不对因安装或调试引起的任何故障或事件而导致的任何间接、附带或特殊损害赔偿承担责任，包括但不限于收入损失或利润损失或商誉损失。另外，DEIF 不对由以下情况引起或与其相关的任何索赔或损害赔偿承担责任：(1) 已存在的现场条件、建筑或设计；(2) 由“客户”提供给 DEIF 使用且与本条款相关的信息、数据或文档；(3) 非 DEIF 所授权承包的第三方作业；或者 (4) 环境污染或暴露在危险物品中的情况，除非这些情况是直接和唯一地由于 DEIF 依据本条款所执行之作业而引起的。

13. All disputes arising out or related to these Terms shall be submitted to the responsible management of the parties for amicable resolution. In the absence of settlement, the laws of China shall govern the relationship, and the court of DEIF's domicile shall have exclusive jurisdiction.

因本条款引起或与本条款相关的所有争议应送呈双方之责任管理部门以便问题得到友好解决。无法和解的情况下，DEIF 住所地人民法院拥有纠纷管辖权，并且适用中国法律解决纠纷。

The Terms and Conditions of Sale and Delivery for Products of DEIF shall be applied for any supply of DEIF hardware products.

DEIF 的产品销售与交货条款应适用于任何 DEIF 硬件产品供给。