

团体培训服务条款
Group Training Service Terms

具体见签署的报价单或订单。

Refer to signed quotation or purchase order.

(以下称买方) (hereinafter referred to as the Buyer)

DQS Management Systems Solutions (HK) Ltd

(以下称 DQS) (hereinafter referred to as DQS)

如果双方已经在引用本文的报价单或订单上签字或加盖公司印章，该报价单或订单作为本合同的签署页，可以不再签署此页。

If both parties have signed or stamp with company chop on a quotation or purchase order with reference to this document, that quotation or purchase order will be the signature page of this contract. Signature below is not necessary.

买方 The Buyer:	
代表人签字 Representative's signature:	公司盖章 Company Seal:
职务 Title:	日期 Date:

DQS Management Systems Solutions (HK) Limited (DQS) 1511-1512, Delta House, 3 On Yiu Street, Shatin, NT, Hong Kong	
代表人签字 Representative's signature:	公司盖章 Company Seal:
职务 Title:	日期 Date:

1. 就 DQS 向买方提供的培训服务，双方同意后文的合同条款。具体的培训课程在双方确认之报价单或订单中规定。

Regarding the training service provided by DQS to the Buyer, both parties agree with the contract terms hereinafter. The specific training courses are defined in the quotation or purchase order agreed by both parties.

2. 服务的提供/ PROVISION OF THE SERVICES

- 2.1. 计划或确定的培训课程可能会根据天气、讲师的健康状况或其他意外情况进行调整或取消。

The planned or confirmed training courses are subject to adjustment or cancellation, depending on the weather, tutor's physical fitness, or other unexpected situations.

- 2.2. 确认、调整或取消的培训课程将由 DQS 通过电子邮件发送到买方提供的电子邮件地址。

The confirmed, adjusted, or cancelled training courses will be informed by DQS via email to the email address provided by the Buyer.

- 2.3. 除非另有规定，DQS 提供的培训材料和书面考卷（如适用）将由买方自行打印，并仅限在课程期间供注册学员使用。培训材料和考题属 DQS 的财产，不允许未经书面授权的复印、传递或修改。

Unless otherwise specified, the training materials and exam paper (if applicable) will be provided for printing by Buyer, which are for use by the registered participants during the course only. The training materials and exam paper will remain property of DQS, of which unauthorized copy, transition, or revision is not allowed.

- 2.4. 在培训期间，导师可能会适当调整一些课程内容。

The tutor may adjust some course contents as appropriate during the training deliveries.

- 2.5. 买方负责提供培训场所和必要的设施，如桌子、投影仪、电力、打印机、纸张、和笔。

The Buyer will provide the venue with necessary facility for training, such as tables, projector, electrical power, printer, paper, and pens.

3. 服务收费 / SERVICE FEES

- 3.1. 服务收费和付款方式在双方确认之报价单或订单中规定。

The service fees and payment methods are specified in the quotation or purchase order agreed by both parties.

- 3.2 部分或全部服务项目提供后，DQS 向买方开出相应的发票。在发票开出日期后的 30 天内，买方向 DQS 支付相关服务费用。

After the delivery of certain or all service items, DQS will issue invoice to the Buyer. The Buyer will pay the associated service fees within 30 days from issuance date of invoice.

- 3.3 买方需将服务费用支付至 DQS 指定的香港的银行账户。在香港以外支付的相关税费由买方承担，除非另有书面约定。

The Buyer shall pay the service fees to the bank account in HK as designated by DQS. The associated taxes or surcharges to pay out of Hong Kong will be the liability of the Buyer, unless otherwise agreed in writing.

- 3.4 DQS 发出的发票为不含税的普通发票；如果买方需要将当地支付的税费加入发票中，请事先书面沟通。

The invoices issued by DQS will be ordinary invoices without tax. If any taxes or surcharges to pay locally shall be added into the invoice amount, the Buyer can communicate with DQS in document in advance.

- 3.3. 在培训课程订单确认后，DQS 就开始服务流程，例如授课前的资料准备、人员档期安排、和场地安排（如适用）。如果买方在授课日前取消课程，买方需要向 DQS 支付相关培训费用的 35%和产生的场地安排费用作为准备工作的服务费。

After confirmation of the course order, DQS will start the service process, such as materials preparation, service staff booking, and venue arrangement (if applicable) before the lecturing. If the Buyer cancels a course before the lecturing date, the Buyer shall pay 35% of the quoted training fee of the course, and the fees occurred from venue arrangement, to DQS as service fee for the preparation process.

- 3.4. 除非 DQS 取消课程，已付的培训费用不可退还。如 DQS 因故，例如讲师的健康状况，未能提供一个经确认的课程，买方同意 DQS 不需要承担除退还针对该课程已收费用以外的其他责任。

The paid training fee is not refundable unless cancellation of course by DQS. If DQS fails to deliver a confirmed course due to certain reason, such as the health situation of the tutor, the Buyer agree that DQS has no liability other than refunding the training fees received for that course.

4. 考试和证书 EXAM AND CERTIFICATES

- 4.1. 对于带纸档书面考试的课程，学员可以在现场讲课结束后的 7 个日历日内免费获得一次重考机会，如需要。学员通过考试后将获提供 pdf 格式的培训证书。

For a course with exam in paper, one retake can be offered for free within 7 calendar days after lecturing training end day. A certificate in pdf format will be provided after the trainee passes the exam.

- 4.2. 对于在网上进行在线考试的授课课程，除非另文规定，可以在授课结束后的 7 个日历日内免费提供三次重考机会，如需要。学员通过考试后将获得电子文件格式的培训证书。

For a lecturing course with online exam, 3 retakes can be offered for free within 7 calendar days after lecturing training end day, unless otherwise specified in writing. A certificate in digital format will be provided after the trainee passes the exam.

- 4.3. 培训证书将保留为 DQS 的财产，直至收到全额付款和满足其他适用条款。

The training certificates will remain property of DQS until full-payment is received and other applicable terms are met.

- 4.4. 如果学员通过不恰当的方式，例如测试中作弊，获得培训证书，DQS 有权取消所发证书。

If a trainee is found obtaining a training certificate in an inappropriate manner, such as fraud in the exam, DQS holds the right to cancel the issued certificate.

5. 赔偿 / COMPENSATION

- 5.1. 买方同意 DQS 无需承担使用培训相关材料、知识或建议所造成的任何损失。

The Buyer agrees that DQS does not need to hold responsibility for any loss from the use of training materials, knowledge, or advices from the training courses.

- 5.2. 由于培训服务引起的其他直接和间接赔偿不超过从该培训具体分项目中实际收到的培训费。

The other direct and indirect compensation caused by a training service will not exceed the training fee actually received from that specific training sub-item.

- 5.3. 如买方未在到期时缴付任何款项，DQS 可以强制执行其权利或采取补救方法收回或追讨任何欠款。DQS 有权为此目的聘用代理人或服务商。就此招致的金额合理的所有成本（包括法律费用）及费用，买方须对 DQS 作出弥偿及向 DQS 付还。

If the Buyer fails to pay any amount when due, DQS may enforce its rights or pursue remedies to collect or recover any outstanding amount. DQS is entitled to employ agents or service providers for such purposes. The Buyer is required to indemnify and reimburse DQS for all reasonable

amounts of costs (including legal fees) and expenses reasonably incurred by DQS for such purposes.

6. 合同的期限和终止 / TERMINATION

6.1. 本合同的期限自双方签订日起到双方的责任与义务履行完毕为止。如果其中一方没有能力完成此合同，双方可以协商提前终止此合同。

The Contract will take into effect on mutual signing date and will terminate when all of the Services provided for in this Agreement are completed. If one party doesn't have capability to complete the contract, both parties can negotiate to terminate it before its completion.

6.2. 如果部分服务项目因故而未能完成，不免除其他已经提供的服务项目对应的收费和其他义务。

In case that certain service items are not completed due to certain reason, it does not change the payment and other liabilities from the delivered service items.

7. 保密 / CONFIDENTIALITY

双方应保证其组织、其雇员、代理人、顾问、承包商、分包商和运输商对本合同各方面内容以及因本合同及其履行而得到的任何信息（如培训或考试资料）进行严格保密，不会直接或间接地使用该等信息、或以任何名义和方式汇报或转达给任何第三方、或令第三方可获得，除非出于服务提供的所必需或满足法规要求。保密义务在本合同结束后依然有效。

Both Parties, including its employees, agents, consultants, contractors and subcontractors and carriers, shall ensure the confidentiality of this Contract in all of its aspects, not report, transfer to, or make available to third party, directly or indirectly, in whatever title and manner, information (like training or exam materials) transmitted, acquired or resulting of the execution of this Contract, its annexes, except for the needs from service delivery or meeting regulations. This liability remains after the expiration of this contract.

8. 争议解决 / DISPUTE SETTLEMENT

由于违反本合同或合同终止、失效所造成的争议，双方应友好协商；协商不成的，可以诉至对方所在地的法院进行处理。

The dispute arising from violation of the contract or termination and failure of the contract is subject to friendly negotiation by both parties. If the negotiation fails, the dispute will be resolved by appealing to the court at the place of the counterparty.

9. 合同效力及其他 / VALIDITY of CONTRACT and OTHERS

9.1. 本合同自双方授权代表在本合同或引用本合同的服务报价单上签字或加盖公司印章之日起生效，并替代之前与 DQS 签订的关于同一培训服务的相关合同，如有。

The contract shall take effect after being signed by the authorized representatives of both parties or stamped with the company seals, on this contract or a quotation with reference to this contract. This contract replaces the existing contract with DQS for the same training service, when applicable.

9.2. 本合同一式贰份，双方各执壹份。

The contract is made in duplicate. Each party holds one copy respectively.

9.3. 本合同以英文为准，中文版供参考。

This contract is based on English version, with Chinese version as reference.