

## 1 Preamble 序言

This Agreement represents a **Service Level Agreement** (*hereinafter mentioned as "SLA" or "Agreement"*) between the following stakeholders:

该协议代表如下相关方之间的服务协议（如下简称“SLA”或者是协议）：

**Service Provider:** [Zhangjiagang Stolt Container Logistics Co.,Ltd] ("**Provider**")  
相关服务提供方：[张家港思多而特集装箱物流有限公司]（简称“服务商”）  
**Customer:** *Bertschi Logistics (Zhangjiagang) Co., Ltd* ("**Customer**")  
客户：北尔旗物流（张家港）有限公司（简称“客户”）

with the aim of defining the future cooperation and ensuring proper elements and commitments in order to have consistent service delivery from the Provider to the Customer.

目的是确定未来的合作，确保适当的要素和承诺，以便是服务商向客户提供一致的服务。

### 1.1

#### **Objectives** 目标

The **objectives** of this Agreement are to:

本协议的目标如下：

- **Provide clear reference to service ownership, accountability, roles and/or responsibilities**  
明确相关服务的责任方，问责制，相关角色和责任的确定。
- **Present a concise and measurable description of service provision to the Customer**  
向客户提供相应所需的服务
- **Match perceptions of expected service provision with actual service support & delivery**  
实际服务符合客户对于相关服务的预期

### 1.2

#### **Language** 语言

All documentation mentioned in the present Agreement, including the SLA itself, is exchanged by both stakeholders in **English**. Local languages might be used, only based on mutual agreement between Customer and Provider.

本协议中所提及到相关文件，包括 SLA 本身均用英语表述。本地语言可以被使用，但是需要客户和服务商达成一致的基础上。

### 1.3

#### **Validity** 有效期

This SLA is owned and maintained by the Customer and it remains valid until a new version, including changes and/or amendments of the terms, has been released and mutually endorsed by the stakeholders' representatives:

本服务协议由客户拥有和维护，在新版本（包括条款的变更和/或修订）经服务提供商确认前，本服务协议仍然有效：

**Service Provider:** *Any manager with power of attorney*  
服务商代表：  
**Customer:** *Any manager with power of attorney*  
客户代表：

This SLA ends if:相关的服务协议可以被终止如果符合以下条件

- a. One of the stakeholders continues not to comply with the Agreement.

一方不再满足相关协议要求

b. One of the stakeholders notifies the cancellation with six months pre-notice

一方提前 6 个月通知取消

c. One of the stakeholders ceases their business as on the date of issue

任何一方在确定停业时

All cancellations must be given in writing clearly stating the reason of cancellation.  
所有取消必须以书面形式提出，明确说明取消的原因。

## 2 Applicable Law and Jurisdiction 适用法律和管辖权

Any dispute, controversy or claim arising out of, or in relation to, this agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved in accordance with the law of China bring a lawsuit in the place where the plaintiff is located.

因本协议引起的或与本协议有关的任何争议、争论或索赔，包括本协议的有效性、无效性、违约或终止，应根据中国法律，在原告方所在地提起诉讼解决。

### 2.1

#### **Side agreement** 附带协议

No side agreements have been established. 没有达成任何附带协议

### 2.2

#### **Guarantee of orders** 订单的保证

Bertschi grants no guarantee in relation to the number of expected orders. 北尔旗不保证预期的订单数量

### 2.3

#### **Severability clause** 可分割条款

If any part of this Agreement for any reason is deemed to be invalid, this will not affect the other parts of this Agreement.

如果本协议的任何部分条款因为任何原因被视为无效，这并不会影响本协议的其他条款

## 3 Confidentiality & Restraint 保密和约束性

Customer and Provider agree to treat as strictly confidential the operations, business and affairs of the other Stakeholder and not to divulge any information relating thereto to any third Party, agent or employee, save as required by law, in respect of the execution of these Conditions or agreement between them, whether prior to, during or after the currency of these Conditions or the said agreement.

客户和提供商同意对其他利益相关者的运营、业务和事务严格保密，不向任何第三方、代理人或员工泄露与之相关的任何信息，除非法律要求，否则与执行这些条件或双方之间的协议有关，无论是在，在本条件或上述协议生效期间或之后。

All documentation furnished (including present SLA) by one of stakeholders to the other stakeholder pursuant to these Conditions or any agreement between them will remain the property of that stakeholder and upon request of that stakeholder will be returned to it, if not otherwise required by national legislation.

一方向另外一方提供的所有文件（包括当前的 SLA）根据相关条件或双方之间的任何协议将仍然是该方的财产，并应该相应的文件退还给该方，如果当地法规有要求的除外。

The Parties shall only process each other's personal information or that of their employees in accordance with the requirements of the Protection of Personal Information.

双方只能根据本协议处理对方或其雇员的个人信息并满足个人信息保护的要求

All intellectual property rights of any nature whatsoever whether capable of registration or not (and whether registered or not) in either stakeholder's name including but not limited to either stakeholder's trademarks, logos and images shall remain the sole property of that stakeholder. The other stakeholder shall not acquire any rights in relation thereto and shall not make any use thereof without formal written consent.

任何性质的所有知识产权，无论是否能够以任何一方的名义注册（无论是否注册），包括但不限于任何一方的商标，徽标和图像，均应为该方的专有财产。未经正式书面同意，另外一方不得获得与此相关的任何权利，也不得使用此权利。

The obligation of secrecy applies during the cooperation and beyond for a period of ten years after termination of the cooperation.

保密的义务适用于合作期间及合作终止后十年内。

#### 4 Safety, Health, Environment, Quality (SHEQ) standards and values 安全，健康，环保，质量（SHEQ）标注和价值观

Customer and Provider are committed to build-up together a professional, responsible, efficient and sustainable business, according to shared standards, principles and values, each stakeholder according to its own competence.

客户和供应商致力于根据共同的标注、原则和价值观，根据各自的能力，共同建立一个专业、负责、高效和可持续发展的企业。

##### 4.1

##### **Commitments and responsibilities** 承诺和责任

Customer and Provider:

客户和服务商：

- Comply with all relevant and applicable national and international regulations and laws  
遵守所有相关和适用的国家和国际法律法规
- Build prevention programs and/or controlling and securing systems in order to minimize risk  
建立相关预防体系和/或控制和保护体系，以期将风险降至最低
- Commit to the spirit of "Responsible Care" (<https://www.ecta.com/>)  
致力于责任关怀体系(<https://www.ecta.com/>)
- Commit to the implementation of safety and quality principles in agreement with the latest version of the SQAS guidelines (<https://www.sqas.org/>)  
承诺按照最新版的 SQAS 指南实施相关安全和质量管理准则(<https://www.sqas.org/>)
- Offer mutual co-operation to enable any incident or claim to be fully investigated  
相互合作，以便于对于任何事件或者索赔进行充分的调查
- Offer mutual co-operation in order to organize Customer's assessments/audits at Provider's facilities, with the target of measuring Provider's performances and the annual review meeting in order to discuss the current performances and the effectiveness of any corrective measure agreed during the previous meeting  
提供相互合作，以便在服务商的设施内组织客户的评估/审计，衡量服务商的绩效和进行定期的评审会议。以便讨论当前绩效和确定之前会议商定的任何纠正措施是否已经有效的实施。

Customer's specific responsibilities include:客户具体的职责包括：

- Clear specification to the Provider about service requirements  
向服务商明确说明服务的相关要求
- Clear instructions to the Provider (direct or through local Customer's agent)  
对服务商提供明确的指示（直接或通过当地客户代理）
- Initial assessment of the Provider and level evaluation  
供应商的初步评估和等级评估
- Annual review with the Provider in order to discuss the current performances and the effectiveness of any corrective measure agreed during the previous review  
对于供应商进行定期审核，以讨论当前绩效和在上次审核期间商定的纠正措施有效性
- Payment for all agreed service costs in the agreed terms, in absence of any deviation of Provider's service from Customer's specifications and expectations listed in the present SLA ("**Non-Conformity**" – "**NC**")  
按照约定的条款支付所有约定的费用，且服务商的服务不应该偏离当前 SLA 中列明的客户规范和期望（不合规简称“NC”。）

Service Provider's specific responsibilities include: 服务商具体的职责包括:

- Meeting service level and response times mentioned in the present SLA  
满足当前 SLA 中提到的服务水平和响应时间
- Commitment for a continuous improvement process to ensure that service, safety, security and environmental standards are continuously reviewed, assessed and improved  
承诺持续过程改进，以确保服务，安全，安保和环境标准得到持续审查、评估和改进
- Compliance with all necessary licenses and insurance policies consistent with the activities carried out for the Customer  
获得必要的许可证件和相应的保险以满足提供客户服务的相关要求
- Creation and subsistence of safe, healthy, non-discriminatory and fair conditions for employees and third Party entities working at Provider's premises.  
为在服务商工作的雇员和第三方实体创造和提供安全、健康、非歧视的公平条件
- Obligation NOT to subcontract any of the services to any third Party without written consent of the Customer  
未经客户书面同意，不得将任何服务分包给第三方

## 4.2

### **Incidents and accidents** 事件和事故

The Provider shall inform immediately, without any delay, the Customer whenever Customer's employees, subcontractors (for example, transport companies) and/or equipment are involved in an accident and/or incident event.

当客户的员工、分包商（例如运输公司）和/或设备涉及事故和/或事件时，服务商应该立即通知客户，不得延误。

In case of risk for people and/or environment, the competent authorities must be involved in accordance with the local legislation.

如果对于人员和/或环境造成危害，必须立即根据当地立法要求通知相应的主管当局。

In case of dangerous goods involved in the event, the written instructions according to the Dangerous Goods regulations are applied and an official report may be requested from the authorities. Provider agrees to provide a copy of this report to the Customer.

如果涉及到危险品，根据危险货物管控的相关法规，相关政府执法机构可能需要提供正式的书名说明并向客户提供相应的调查报告

First information 信息的传递

→ by telephone 通过电话

→ to closest Customer's subsidiary according to location list: [www.bertschi.com/en/locations](http://www.bertschi.com/en/locations)

或者与我们当地分公司联系

If not reachable and/or in case of events happening outside the standard office hours, the Customer's emergency telephone number must be used (+41 62 767 67 00).

如果无法联系和/或发生再办公时间以外的时间，为客户提供如下紧急联系电话(+41 62 767 67 00)。

The Provider is expected to support any emergency response action, and to present a written report toward the Customer, in order to define root cause and corrective actions.

服务商需要支持相关的应急响应，并向客户提交书面的报告，以确定根本原因和进行相应的纠正措施。

The Provider (or its employees or subcontractors) involved in the event must not make any declaration or postings material taken in Provider's site taken into the public/social media (eg Facebook, Instagram, Twitter, LinkedIn).

参与相关活动的服务商（包括其员工或分包商）不得向公众/社交媒体（如 Facebook, Instagram, Twitter, LinkedIn 发表任何声明或发布在供应商的网站上

#### 4.3

##### **"Near miss"未遂事件**

Any action or condition of "non-safety" and/or any "near-miss" must be reported immediately to the Customer through the Customer's Near Miss Template (Attachment 1).

任何“不安全”或者“未遂事故”的行为或情况必须通过客户的未遂事件报告模板（如附件1）立即报给给客户

#### 4.4

##### **Non-conformity 不符合项**

The Provider is fully liable for all the damages and costs resulting from any deviation of its service from the specifications and expectations listed in the present SLA, if not otherwise agreed in specific terms and conditions, signed by the Customer.

服务商对于其服务与本服务协议所列规范和期望的任何偏差所造成的一切损害和费用付全部责任。如果特定条款和条件中另行约定，由客户签字确认。

For each written non-conformity claimed by the Customer, the Provider is expected to provide written explanation about the cause of the event and the planned corrective actions to avoid any future repeated issue.

对于客户提出的每一项书面的不符合要求，服务商应该提供书面的解释，并说明事件的原因和计划的纠正措施，以避免未来类似的问题再次发生。

#### 4.5

##### **Training / Continuous improvement 培训/持续改进**

Only trained Provider's employees are authorized to use the necessary equipment and installations for executing the agreed services included in the present SLA.

只有经过相关培训的服务商员工才能够使用必要设备，提供 SLA 约定的服务。

The training for the Provider's staff must be documented in writing and provided to the Customer whenever required. 对于服务商员工的培训必须以书面形式记录下来，并在客户需要的时候提供给客户。

The sessions should include preventive and continuous improvement.

相关内容应该包括预防性措施和持续改进措施

A refresher course must be carried out at least every 2 years.

进修课程需要至少每两年进行一次。

Third Parties (e.g., Customer's drivers or subcontractor drivers...) are not permitted to execute any of the services mentioned in the present SLA.

第三方（如客户的司机或者分包商等）不得执行 SLA 中提到的任何服务

## 4.6

### **Sub-contracting** 分包

If Provider intends to transfer services related to a Customer's order, to a qualified subcontractor outside the Provider Group, a written consent of the Customer must be obtained by naming the subcontractor.

如果服务商打算将客户订单相关的服务转让给服务商以外的合格分包商，指定分包商必须通过客户的书面同意。

If the subcontractor is approved by the Customer, the Provider will remain anyway responsible toward the Customer and all the regulations and the agreements included in the present SLA shall also apply to and against this third Party.

如果分包商得到客户批准，服务商仍然应该对于分包商的行为为客户负责。本 SLA 中包含的所有规定和协议也应该适用于相关第三方。

## 5 Services general requirements 服务的一般要求

The following services are covered by this SLA and are performed by the Provider on Customer's fleet (herein called also "units"). Some specific requirements related to Customer's business unit, might be listed in each BU Appendix.

以下服务包含在本 SLA 中，并由服务商在客户的罐箱（以下简称“设备”）上执行。与客户业务单位相关的一些具体要求，可以详见每个 BU 的清单。

The Provider confirms the assumption of liability for all damages resulting from non-compliance with the under-mentioned requirements.

服务商确认承担因不符合上述要求而造成的一切损害赔偿 responsibility。

### 5.1

#### **Acceptance and handling** 接受和处理

Handling operation shall start within 30 minutes after arrival at the depot.

In case of waiting times at Provider's facility of more than 60 minutes (from the moment of the driver's registration), the Provider will grant demurrage to the Customer, according to conditions agreed.

装卸作业应该在达到堆场 30 分钟内开始。

如果在服务商设施内等待的事件超过 60 分钟（从司机签到开始），服务商需要根据约定的条件向客户支付额外待时的费用。

For specific details and agreement, please refer to each BU Appendix., attached to the present SLA.

具体的细节和协议，请参阅每个 BU 的附录，作为本 SLA 的附件。

In case of Maintenance and/or Repair any extra handling, cost must be included in the cost agreement of the related service.

维修和/或修理费等额外费用必须包含在相关服务的费用协议中。

## 5.2

### **External Inspection Reports at unit's entrance and exit** 出入口对于设备的外部检查报告

The Provider issues an External Inspection Report (“EIR”) for each unit that enters/exits the depot, based on the 6 sides-visual-check, containing at least the following mandatory info:

服务商通过目视对于箱子的6面进行检查，并对于每个进出厂的设备出具一个外部的检查报告(“EIR”)至少包含以下信息:

- Entrance/Exit date and time  
进/出的日期和事件
- Unit details (BIC code, status and File Reference)  
设备的详情(箱号, 状态和相关编号)
- Unit condition (remarks for damaged or missing items, with details about position and description)

#### **Damages to be reported always, even if acceptable according to ITCO ACC.**

设备状况(是否由损坏或者遗失的配件, 详细描述具体的位置和状况)

#### **损坏必须报告, 并确认是否符合ITCO ACC的相关要求**

Driver's details (surname, name, truck number and trucking company's name)

司机的相关信息(姓名, 车牌号码, 公司信息)

- Driver's signature (original, at the foot)  
司机签名(原件下方)
- Depot's operator signature (original, at the foot)  
堆场签字(原件下方)

The Provider deliver a copy of the final and completed EIR to the driver. EIR in possession of the Provider (original, complete with signature) and the copy provided to the driver must match completely in all details and remarks.

服务商将相关设备交单的副本提交给司机。司机所持有的相关的EIR必须和原件的相关信息一致。

In case of damages reported, the Provider always mention them in the daily depot list (as described in each BU Appendix). Provider archives the EIR at Customer's disposal for at least 12 months from tank exit.

如果发现箱子发生损坏, 服务商需要在每天的堆场报表中提及(如各BU附录所述)。服务商需要保存相关的EIR至少12个月。

## 5.3

### **Cleaning** 清洁

Provider is obliged to issue, once ended the cleaning process, a cleaning certificate (therein “CC”), preferable EFTCO (<https://www.eftco.org>) certified. This is a document issued by a qualified person stating that, after carrying out a visual examination, the interior of the unit, the valves and the fittings are “Clean, Dry & Fit for purpose” (therein “cleaned”), that means free of odor and contamination (like cargo residue, transferable stains and other substances that cause the unit not to be fully clean. Eventual exceptions to the above definitions are listed in the BU Appendix.

供应商有义务在清洗过程结束后, 签发清洁证书(以下简称“cc”), 最好通过EFTCO

(<https://www.eftco.org>)的认证。相关文件由质检人员在对于箱子内部, 阀门和配件等进行目视检查并确认箱子是“清洁、干燥和始于后续使用”(被定义为“清洁的”)。这意味箱子没有异味和残留(例如产品的残留, 可转移污垢和其他物质等引起的箱子不能完全清洁)以及PH纸中性。上述定义的列外情况列在BU的附录

中。

Water marks and non-transferable stains might be considered case by case as acceptable conditions by the Customer.  
如果有水渍或者不可转移的污垢需要单独和客户确认是否可以被接受

With “**Transferable stain**”, it is defined each kind of stain or discoloration which can be removed from the metal surface of the unit shell or fittings by a unit cleaning process that might include polishing with a nylon abrasive pad. Conversely, a “**Non-Transferable stain**” cannot be removed and cannot react with the cargo.

关于“可以转移污垢”的定义是包括通过使用尼龙百洁布在内的抛光和清洗等过程从内胆表面或者是配件的金属表面移除相关的污垢或者变色。相反“不可转移的污垢”是不能被移除的，也不与货物发生反应。

The CC will be available in Provider’s archive for at least 6 months from unit release from depot.  
服务商需要留存相关的清洁证明至少 6 个月。

Provider is obliged to remove all the stickers related to the previous cargo, including dangerous goods labels when cleaning a unit. Cost for removing is included in the agreed cleaning rate list (Attachment 2).  
服务商有义务移除所有与之前货物相关的贴纸，包括相关的危险品标签。相关的费用应当包含在商定的清洗费用中。（具体见附件 2）

Any costs for cleaning of multi-compartment-container (up to 3 chambers) or container with baffles must be included in the agreed cleaning rate list (Attachment 2).  
清洗隔板箱的相关费用必须包括在商定的清洗费清单中。（具体见附件 2）

All costs for consumables, local taxes and/or fees (e.g. environmental contribution or surcharges) are included in the cleaning rate list.  
所有相关的费用，当地的税费都应该包含在相关的清洗费率中。

In absence of a valid cleaning rate, the Provider, before performing any further operation on the units, gets in touch with the Customer to get new rate approval.

如果一个产品没有有效的报价，服务商需要在操作清洗前得到客户对于相关清洗费用的确认。

The standard cleaning process cannot include:标准的清洗过程不能包括:

- any kind of mechanical work on the unit internal surface, like polishing, buffing, scratching...  
内部表面的任何机械操作，如抛光，打磨等
- pickling and passivation treatments  
酸洗和钝化处理

that, on the contrary, must be approved case by case by the Customer.

以上的操作需要单独得到客户的确认

If not otherwise agreed, at least in presence of corrosion detected, a mapping chart must, as appropriate, be used to report pitting, grinding or gouges, with relative details. Based on this documentation, the Customer provides instructions to the Provider.

如果没有其他约定，在检测的箱子内部发生腐蚀的时候，需要提供相应的 mapping 图，报告相应腐蚀，打磨或

者凿痕等相关细节情况。基于以上的材料，客户回对于服务商给与相关指导。

Product heels, up to fixed quantity defined by each BU Appendix, are included into the agreed cleaning rates and can be disposed without further communication and approval. No extra cost will incur for the Customer.

Product heels over that fixed quantity, are to be handled according to the instructions listed in each BU Appendix. 产品残液（不超过每个 BU 附录规定的数量）包含在商定的清洗费用，无需进一步沟通和批准可以直接安排处理。客户不会产生额外的费用。超过残液规定的数量，应该按照各个 BU 附录中列出的说明进行处理。

#### 5.4

##### **Heating 加热**

Any cost for plug in, plug out, temperature check, temperature monitoring or other related tasks are included in the agreed heating rate list.

任何关于供热，断开，温度检查，温度监控等相关操作的费用都应该添加到加热费用清单中。

Temperature reports, including extra costs notification for the executed heating service, must be sent latest by 11:00 AM (CET) on the next business day to the Customer.

温度报告，相关的加热产生的额外费用需要在下一个工作日上午 11 点之前报给客户。

Customer has developed a heating App which will be implemented in certain region. Supplier agrees whenever asked to use the heating App.

客户开发了一款加热 App，将在一定区域内实施。供应商需要在合适的时候配合使用相关加热 app。

#### 5.5

##### **Storage 堆存**

In case of Maintenance and/or Repair, any storage costs, handling are included in the cost agreement of the related service.

在维护和或维修的时候，相关的存储费用，处理费用等相关费用需要添加在相关服务的费用协议中。

#### 5.6

##### **Maintenance and repairs 维护和维修**

The Provider performs the M&R operations and preparation safely and according to:

服务商提供安全的维护和维修操作需要满足如下要求：

- applicable local and international regulations 适用当地和国际的相关法规的规定
- DG booklet 6.7 & 6.8 国际危规第 6.7 和 6.8 章的相关规定
- ITCO ACC (<https://international-tank-container.org/en>) or IILC (<https://www.iicl.org/>) 国际罐箱组织的 ACC
- ISOPA guidelines (<https://www.isopa.org/>), whenever applicable ISOPA 的相关指南

and according to Customer's working instructions (see BU Appendix). The application of the latest versions is considered agreed.

并根据客户的相关工作说明（详见 BU 附件）。最新的版本被接受。

##### **5.6.1 Leak test (tightness test) 气密检测**

In case of any gasket change (expect for manlid gasket) or in case of any work on top fittings, bottom fittings or any other critical elements in direct connection with the inside of the unit (eg. dip tube) a leak test (min 1 bar) must be performed after end of operations.

任何垫圈的更换（除了人孔垫圈），配件的安装，以及任何和箱子内部接触的部分。在操作完成以后都需要进行气密检测（最小为 1bar）

No extra cost will be charged to the Customer, if the above-mentioned operation is included into an agreed service package.

如果上述操作包含在商定的服务范围内，客户将不收取额外的费用。

### 5.6.2 Spare part standard 备件的标准

The Provider uses spare parts with same specifications, grade and thickness (*“like for like”*), according to unit’s approvals, Customer’s instructions and fits them according to manufacturer’s data sheet and recommendations.

所有服务商需要提供相同规格、等级和厚度的备件，根据设备的情况，客户的说明，并根据制造商的数据表和建议进行适配。

Customer allows the Provider to use spare parts manufactured by few agreed and credited suppliers. The specific requirements for equipment and fittings are listed in the BU Appendix.

客户允许服务商使用少数经过认可的供应商生产的备件。相关设备和配件的具体要求请看 BU 附件。

For gaskets and consumable parts, the Provider is allowed to use parts manufactured by **Industrie Technik Kling** (<https://www.industrie-technik-kling.de/index.php>) and/or **Fort Vale** (<https://fortvale.com/>) and/or **Pelican Worldwide** ([www.pelicanworldwide.com/Splash/index.php](http://www.pelicanworldwide.com/Splash/index.php)) **ONLY**.

All other brands are forbidden to be used.

对于垫片和其他易耗件，只能使用 **Technik Kling**，**Fort Vale** 或者是 **Pelican Worldwide**。其他品牌的被禁止使用。

### 5.6.3 Package deals and extra interventions 包干费和额外费用

To encourage smooth operations, Customer and Provider might agree on fixed costs (*“Package Deals” – “PD”*) for a range of standard operations to be performed on cleaned units. If a PD is in place, details and appliance are described in the BU Appendix and in the agreed rate list (Attachment 2)

为了操作的便利性，客户和服务商可能会对于一系列标准操作确定一个打包的价格。如果确定使用打包价，那么相关的具体的费用和包含的项目记录在 BU 附件中。（附件 2）

Every extra intervention (operation not included into any PD), must be estimated and is subject to Customer’s approval. The Provider will not start any operation in absence of written estimate approval from the Customer.

每一次额外的操作（相关的操作没有包括在打包费用中）必须提前向客户发送估价单并得到客户的确认。在没有得到客户对于估价单书面确认的情况下，服务商不得开始任何操作。

In absence of further intervention needed and remarked by the Provider after performing the PD services, the unit is announced to the Customer as Cleaned & ready to load (*“Available” – “AVL”*).

在不需要进一步额外确认的情况下，服务商在执行相关操作后向客户告知设备已经清洗干净，可以安排后续使用。（在堆场报表中标注“可用” – “AVL”）。

#### 5.6.4 Interior tank works 罐内操作

Entry into container or road barrels should be undertaken only after compliance with all the prerequisites required or recommended by the health and safety authorities having jurisdiction over both the location of the tank and the container itself.

只要在满足当地执法机关对于罐箱和槽车在密闭空箱操作的相关要求后，才能进入集装箱或者槽车内。

Note: "Stop at Risk". Tank entry is allowed only with a previous oxygen measurement. The required personal protective equipment (PPE) is to be worn, especially goggles and cut protection gloves.

注意“预防风险”。只有在测量罐箱内含氧量的情况下才被允许进入罐箱。必须穿戴必要的个人防护用具。特别是护目镜和防割伤手套。

Any hot work performed on the shell and agreed with the Customer, must be followed, according to DG regulation by a witness hydro test. The shell repair estimate must always include the cost for the test preparation, according to chapter 5.7.

根据国际海运危险品规则的规定，对于罐体内胆的任何热处理都必须再完成以后经过水压测试的检测。根据规则 5.7 章规定，相关的内胆维修费用需要包含相关的检测费用。

#### 5.6.5 Pickling and passivation 酸洗和钝化

On written order of the Customer, the Provider has to carry out a Pickling and Passivation (herein also mentioned as "P&P") process, whereby the nature and composition of the P&P liquid must (also) be confirmed by the Customer in advance.

根据客户的书面要求，服务商可以提供酸洗和钝化的操作。（这里我们简称“P&P”）。其中酸洗钝化液的成分和性质需要提前得到客户的确认。

The costs for this service have to be agreed in advance and charged separately to the Customer.

相关服务产生的费用需要事先和客户商定，并单独向客户收取。

### 5.7

#### Testing 检测

The periodical test preparation includes all the standard operations performed by the Provider to prepare the unit according to applicable regulations, to get a third Party approval. This preparation is subject to request and approval of the Customer.

定期检测包括服务方根据相关规定提供设备检测，并获得第三方认证的一系列标准操作。相关的操作需要根据客户的要求得到批准。

Customer allows the Provide to appoint periodical tests with the following Survey companies only:

客户批准的第三方定期检测机构如下：

**Prime choice:** Bureau Veritas 首选 BV

**Second choice:** DNV/Silver CIMS 备选 DNV

The Provider is charging the test preparation to the Customer, according to the agreed package deal or rate list (see BU Appendix and Attachment 2). The surveyor cost, on the contrary, is charged directly by the Survey company to the Customer.

服务商根据商定的价格表（见 BU 附录和附件 2）向客户收取相关的检测费用。同时第三方的检测费用由客户直接安排支付。

The Provider organize the test session with the Survey company within 5 working days from Customer's approval and inform the Customer about test completion within 24h from actual test date into the daily report(see appendix 5)

服务商与检测公司需要在客户发出年检通知的 5 个工作日内完成相关检测工作。在实际检测完成之日起 24 小时内，将相关信息通知客户并登记在日报表中。（见附件 5）

Provider's testing service is NOT completed in absence of this notification.

如果没有新的通知及表明服务商的相关检测还没有完成。

Only after this notification, the unit can be announced to the Customer as Available.

只有在收到新的通知以后，该设备才能被客户使用。

## 6 Prices and payment terms 价格和付款条款

The last valid price agreement is included to the present SLA (Attachment 2) and remains valid until a new version is approved and signed by both Stakeholder.

最新的有效价格协议包含在本 SLA（附件 2）中，并在双方批准并签署新版本之前一直有效。

The Provider generates an invoice per currency for the services rendered in accordance with the agreed invoicing procedure, mentioned in each BU Appendix.

服务商根据每个 BU 附录中提到的约定的开票程序，为提供的相关服务提供相应的发票。

If Customer requests other services, not included in the currently valid price agreement, a written agreement prior to the provision of the service must be reached between Customer and Provider.

The existing price agreement will be updated accordingly.

如果客户要求提供其他服务，但是不包括在当前有效的价格协议中，则必须在提供服务之前与服务商达成书面的协议。现有的价格协议将相应更新。

If Provider should be unable to provide an agreed service, Customer commissions another Party of its own choice, able to ensure that service according to present SLA. The Provider does not charge any cost to the Customer for the ineffective service. In case of additional cost incurring for the Customer (such as repositioning costs to another Party's site or higher service cost), Provider and Customer will discuss a fair share of these costs

如果服务商不能提供约定的服务，客户可以委托另外一个自己选择的服务商提供相关服务。供应商不向客户收取无效服务的任何费用。如果客户产生额外成本（如将成本重新定位到另一方的现场或更高的服务成本），供应商和客户将讨论这些成本的合理分配。

## 7 Attachments to the present SLA 本 SLA 协议的附件

Attachment 1: Near Miss Template

附件 1: 未遂事故模板（如有）

Attachment 2: Agreed rate list

附件 2: 费用清单

## 8 Appendix to the present SLA 本 SLA 协议的相关附录

BU Appendix GLOBAL

9 Version and approval 版本和批准

Rev	Date	Description	Author
0	1 <sup>st</sup> Jan 2020	Depot Service Level Agreement - Corporate Frame (1 <sup>st</sup> release)	L. Gandolfi
1	25 <sup>th</sup> Nov 2021	All Chapters, "Party/Parties" switched into "Stakeholder/s" Ch 3, Par 2, documentation ownership and local legislation Ch 4.2, Par 2, involvement of authorities according to local legislation Ch 4.2, Par 7, prohibition applicable for documentation taken at Provider's site Ch 4.4, Par 1, specific terms and conditions included. Ch 5.3, Par 1, PH neutral requirement deleted (moved eventually to Appendix) Ch 5.4, Par 3, heating app reference deleted (moved eventually to Appendix) Ch 5.7, Par 3, Field copy replaced by test notification in daily report Ch 6, Par 4, change of process for ineffective services received from the Provider	L. Gandolfi

By signing below, all Approvers agree to all terms and conditions outlined in this Agreement:

通过签署以下文件，相关方均同意本协议中的所有条款和内容

Approvers	Role	Signed	Approval Date
[Angus Zhu]	Customer 客户		15 March 2024
[Bertschi ZJG]			
[John Xu]	Service Provider 服务商		15 March 2024
[Stolt ZJG]			

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