

Caidio General terms and Conditions 2021

Price and Payment

All prices exclude VAT and other government levies and taxes. Unless stated otherwise, all prices are expressed in the Chinese Renminbi, and the customer must make all payments in RMB. All amounts relating to the service are due monthly in advance unless otherwise agreed between the parties. The customer may not invoke any suspension, set-off, or deduction. The supplier shall be entitled to suspend its performance obligations until the customer complies with all of its outstanding obligations.

The Supplier shall endeavor to provide the service with due care to the best of its ability. The service is provided on the basis of a best efforts obligation.

The standard payment term is 14 days net.

Schedule and Delays

The Supplier shall perform the Services in accordance with the agreed time schedule, or, if no schedule has been agreed, within a reasonable time and without undue interruption. The Supplier shall notify the Customer of delays incurred in performing the Services. If the Supplier suspects that the Services or any part thereof cannot be delivered within the specified time, then the Supplier shall immediately inform the Client of the reasons for delay and state when delivery can take place. The authorized representatives of the parties shall thereby agree on the new date for delivery. If an agreement to this effect cannot be reached, the Supplier is entitled to reasonable additional time for delivery. If the delivery is not made during the specified time, the Client shall be entitled to demand reimbursement of damages that the Client suffers as a result of the delay, but not exceeding an amount equal to 10% of the fees payable for the delayed part of the Services.

The Supplier shall under no circumstances be responsible for a delay that is caused by the Customer or someone on the Customer's side. In case the delay is related to the Customer, the Supplier is entitled to time extension as well as reasonable reimbursement of costs caused to the Supplier due to the Customer delay, including but not limited to the cost of personnel assigned to perform work for the Customer.

Parties Responsibilities, Limitations to Liability and Warranties

The Supplier warrants that it:

Has full capacity, legal standing and authority and all the necessary licenses, permits and consents to enter into and provide the Services in terms of this Agreement;

Shall use and adopt reasonable professional techniques and standard in providing the Services and shall further provide the Services with all due care, skill and diligence normally used by professionals providing similar Services.

Supplier's liability for an imputable failure to perform its obligations, for unlawful acts and/or for any other reason is limited to the compensation of the direct damage sustained by the customer, up to a maximum of the amount of the payment stipulated for one (1) calendar year for performance of the agreement. Supplier's liability for anything other than direct damage ("indirect damage") – including but not confined to consequential damage, loss of profits, lost savings, diminished goodwill, damage arising from business stoppage, damage resulting from third-party claims, third-party materials, services and/or software, and damage associated with engaging suppliers – is hereby excluded. Also excluded is any liability for corruption, deletion, or loss of data.

Any right to compensation is always conditional upon the loss being notified in writing to the supplier by the customer as soon as possible after it arises. Any claim against the supplier for compensation will be time-barred twelve (12) months after the claim arises.

In order to enable the Supplier to perform the Services, the Customer undertakes that it shall:

Provide the Supplier and the Service Provider with access to the premises, equipment, databases and software at the Customer's site which are necessary for the fulfillment of the Supplier's obligations;

Provide the Supplier in a timely manner with sufficient information to allow the Services to be conducted and finalized, review documents and communicate to the Supplier any information and decisions that are relevant to the performance of the Service.

Be responsible for any defects or shortfalls in the Customer equipment, software or information;

To warrant that the material provided by the Customer to the Supplier, for example production data does not infringe third party intellectual property rights, and

Carry out its obligations with suitably qualified, competent staff and sufficient resources.

The Customer shall hold harmless and indemnify the Supplier against any losses and damages caused to the Supplier by the Customer's failure to comply with the above-referred commitments.

Intellectual Property Rights

The user right extends only to the object code of the software and does not extend to the source code of the software. The software source code is not made available to the customer. The customer may only use the service in and for its own business or organization and exclusively for the intended purpose. The customer is fully responsible for the acts and omissions of its users when using the service. The customer indemnifies the supplier against claims by its users in connection with all losses and costs arising from and/or related to their use of the service.

The customer is not entitled to disclose to the public, duplicate, alter, decompile and/or reverse engineer the service, unless compelled to do so by mandatory law. The customer is not permitted to sell, lease, dispose of or grant restricted rights to the service or make it available to any third party in any other way or for any purpose whatsoever. Nor shall the customer allow any third party to gain access to the service, remotely or otherwise, unless agreed by both parties.

All Intellectual property rights in relation to the services and/or software remain vested exclusively in supplier or its licensors. The customer is not permitted to delete or alter any indication about the confidential nature or Intellectual Property Rights from the service, the software, the equipment, files, or materials. The supplier may introduce, directly or indirectly, technical measures to protect the service, the software, files, or materials in connection with an agreed restriction of content or the duration of the licence. The customer is prohibited from deleting or circumventing any such technical measure, either directly or indirectly. The customer is not permitted to introduce, directly or indirectly, alterations or additions to the software or equipment, files, or materials provided by supplier, nor to allow third parties to carry out maintenance or repairs on them.

The customer hereby grants to supplier the right to use the customer's name and logo, if any, in a range of materials, including but not confined to advertising and promotional materials, pitches, and on the website.