

## General Terms and Conditions of Contract 合同通用条款和条件

### 1 General 总则

1.1 These General Terms and Conditions of Contract ("General Conditions") shall apply to the supply of products by GEOBRUGG CHENGDU ("Supply"). The Supply may include the installation or supervision of installation ("Services") of the products.

本合同通用条款和条件("通用条款")适用于布鲁克(成都)工程有限公司("成都布鲁克")提供的产品(货物)。货物包括安装或安装监理服务("服务")。

1.2 The "Contract" herein refers to the concrete contract separately signed by GEOBRUGG CHENGDU and the Customer on a particular project.

本合同通用条款中,"合同"是指成都布鲁克与客户就特定项目单独签订的具体合同。

1.2 Unless otherwise agreed, the Contract shall become effective upon the signature and stamp by GEOBRUGG CHENGDU and the Customer

除非双方另有约定,合同在成都布鲁克和客户签字盖章之日生效。

1.3 The scope of the Supply is exhaustively set forth in the Contract or other documents executed by GEOBRUGG CHENGDU and the Customer..

货物范围仅限于合同或双方签署的其他文件所列明的范围。

1.4 Customer's general terms and conditions of contract shall not be valid unless expressly accepted in writing by GEOBRUGG CHENGDU.

客户的合同通用条款和条件对成都布鲁克不发生效力,成都布鲁克书面明确表示接受的除外。

1.5 All agreements and legally relevant declarations by the Parties shall be in written form.

双方所有协议和相关法律声明均须采用书面形式。

1.6 Customer understands and agrees that the products supplied by GEOBRUGG CHENGDU are customized based on the particular needs and requirements, and can only be used by the Customer. The unjustifiable cancellation or termination of the Contract by the Customer shall cause serious loss to GEOBRUGG CHENGDU, which shall be no less than the contract price of the products.

客户了解并同意,成都布鲁克提供的产品是根据客户特定需求定制,只能由客户使用。客户不合理取消或终止合同,对成都布鲁克将造成严重损失,该损失不低于产品的合同价格。

### 2 Prices and Terms of Payment 价格和支付条款

2.1 The prices and the terms of payment are set forth in Contract or other documents executed by GEOBRUGG CHENGDU and the Customer. The terms of payment must be complied with, even if the performance of the Contract is delayed or if minor parts of the Supply are missing.

价格和支付条款在合同或成都布鲁克与客户签署的其他文件中进行了明确规定。即使合同迟延履行或货物少量短缺,客户仍应严格按支付条款履行付款义务。

2.2 The place of payment shall be the domicile of GEOBRUGG CHENGDU. The Customer shall not be entitled to withhold payments or to offset payments against counterclaims.

付款地点为成都布鲁克所在地。客户无权拒付或以反索赔的方式进行抵消。

2.3 In the event of payment by installments, if the customer becomes overdue for any installment, the rest installments thereof shall become due in advance and GEOBRUGG CHENGDU shall have the right to claim all payments as of the overdue date.

在分期付款情况下,如果客户任何一期付款逾期,则其余分期付款提前到期,成都布鲁克有权自任一期付款逾期之日起,就全部应付款项提前主张。

2.4 In the event of failure by the Customer to comply with the terms of payment the Customer shall, without reminder, pay to GEOBRUGG CHENGDU interest calculated from the due date at a rate of 24% per annum.

如果客户未能遵守支付条款,客户应自逾期之日起,按

年利率24%向成都布鲁克支付逾期利息。

### 3 Delivery Period 交货期

3.1 The period for the delivery of the Supply ("Delivery Period") shall be governed by the Contract.

货物交付期(交货期)由成都布鲁克与客户在合同中进行具体约定。

3.2 The Delivery Period shall be extended for a reasonable term if an event occurs that cannot be averted by GEOBRUGG CHENGDU in spite of exercise of due care, or if any other circumstances whatsoever beyond the reasonable control of GEOBRUGG CHENGDU occur.

如果发生成都布鲁克尽到合理注意义务仍不可避免的事件,或者发生其他超出成都布鲁克合理控制范围内的其他情形,交货期应当适当延长。

3.3 In the event the Delivery Period is not complied with, the Customer shall be entitled to claim liquidated damages for delayed delivery, provided that it has been proved that the delay was caused through the fault of GEOBRUGG CHENGDU and, furthermore, that the Customer suffered damage as a consequence of the delay. The amount of liquidated damages shall be 0.2% of the contract price of the delayed part of the Supply for each full week of delay, and the maximum amount of liquidated damages shall in no event exceed 5% of the contract price of such part. If GEOBRUGG CHENGDU fails to deliver the Supply by the date the maximum amount of liquidated damages has been exceeded, the Customer shall grant GEOBRUGG CHENGDU a reasonable extension of time to complete the delivery.

如果有证据证明布鲁克的失误导致发生交货延迟,且客户因该延迟遭受损失,客户有权主张延迟交货的违约赔偿金。每延迟一周,违约金为延迟交付部分价款的0.2%,最多不超过延迟部分价款的5%。如果成都布鲁克在违约金达到最高额之日仍未能交货的,客户应当适当延长交货期,以便成都布鲁克完成交货。

3.4 The claims of the Customer arising from or in connection with any delays in the performance of the Contract are expressly and exhaustively regulated in this Clause 3, and any further claims of the Customer are excluded. This limitation of liability shall not apply in the event of gross negligence or willful misconduct.

客户基于迟延履行享有的全部索赔仅限于第3条中已明确约定的范围,除此之外客户无权提出其他索赔。本条款的责任限制不适用于因重大过失或故意行为导致的交货延迟。

### 4 Transfer of Risk, Bearing of Cost 风险转移和费用承担

The risk of damage to the Supply shall pass to the Customer upon delivery, and the bearing of cost shall be specified in the Contract.

货物损毁灭失的风险于交货时转移至客户,费用承担由双方在合同中进行约定。

### 5 Acceptance 验收

5.1 The Customer shall inspect the Supply upon receipt thereof and shall, within 7 days of receipt of the Supply at the latest, notify GEOBRUGG CHENGDU in writing of defects (if any). If the Customer fails to notify defects in accordance with this Clause 5.1, then the Supply shall be deemed to have been accepted by the Customer.

客户应在收到货物后对货物进行检查,并至少在收到货物的7日内以书面形式通知成都布鲁克货物存在的缺陷(如果有)。如果客户未能按照第5.1条就缺陷问题通知成都布鲁克,则视为该货物已通过客户验收。

5.2 In the event the inspection shows that the Supply is not defective or that it reveals minor defects, the Supply shall be deemed to have been accepted by the

Customer upon completion of the inspection.

如果货物经检验没有缺陷或存在轻微缺陷,则货物在客户完成检验后,视为通过客户验收。

5.3 The rights of the Customer in the event of defects are governed by Clause 6.

货物存在缺陷时客户享有的权利,按第6条约定执行。

### 6 Warranty 质保

6.1 GEOBRUGG CHENGDU will give a warranty for defects in the Supply, provided that the defects (i) occur at acceptance or before the expiry of the warranty period AND (ii) are notified by the Customer timely. A Supply is deemed to be defective in terms of this Clause if it does not meet the contractually defined specification and is not apt, or is only partly apt, for the normal use.

成都布鲁克应对货物缺陷提供担保,但缺陷应(i)于验收之时就存在或发生在保修期届满之前,且(ii)客户就缺陷及时通知了成都布鲁克。依据本条规定,如果货物不符合合同约定的规格,并且不能正常使用或仅部分能正常使用,则货物视为存在缺陷。

6.2 GEOBRUGG CHENGDU shall not be liable for defects which are caused by the Customer or which occur in particular as a consequence of normal wear, incorrect installation, the use of material of the Customer or of third parties, installation or maintenance by third parties, overload, natural disasters, environmental damage or as a consequence of other causes for which GEOBRUGG CHENGDU is not accountable.

成都布鲁克不对客户造成的产品缺陷负责,特别是由于正常磨损、错误安装、使用了客户或第三方的材料、第三方的安装或维护、过载、自然灾害、环境破坏以及成都布鲁克不负责任的其他情形。

6.3 Terrorism and criminal attacks, burglary and jailbreak, vandalism, sabotage, incidents and industrial or infrastructure accidents, overload, natural disasters, environmental damage as well as similar threats and dangers are sporadic and unpredictable in time, location and intensity. Causes and attacking methods may be very different, often unpredictable and may even be a combination of several methods and causes. Due to the multiplicity of factors affecting such events, there is no exact science which could ensure the protection of individuals, property, infrastructure, etc. However, by applying sound engineering principles using predictable parameters and by the corresponding arrangement of correctly designed protection measures in identified risk areas, the Customer can enhance the securing of the protection. Therefore, GEOBRUGG CHENGDU shall in particular not be liable for the non-conforming Supply which is a consequence of the above mentioned events and/or circumstances. Amongst other factors, the monitoring, inspection and maintenance of the Supplies by the Customer are an absolute requirement to ensure the protection. This protection may - besides from the events listed above (terrorism, criminal attacks, etc.) - also be impaired by inadequate dimensioning parameters or failure to use the prescribed standard components, systems and original parts and/or corrosion (caused by corrosion processes, pollution of the environment or other man-made factors as well as other external influences). Therefore, GEOBRUGG CHENGDU shall in particular not be liable for the non-conforming Supply which is a consequence of the above mentioned events and/or circumstances.

恐怖主义和犯罪行为、盗窃和越狱、故意破坏、阴谋破坏、工业或基础设施事故、超载、自然灾害、环境破坏以及类似的威胁和危险,在时间、地点和强度方面都是偶发的和不可预测的。原因和攻击方法可能是非常不同的,通常是不可预测的,甚至可能是几种方法和原因的结合。由于影响这些事件因素的多样性,没有确切的科学技术可以确保个人、财产、基础设施等不受损害。然而,通过运用完善的、设置了预测性参数的工程原理,同时在已知的风险区域采取相应的保护措施,客户可加强对货物的保护。因此,成都布鲁克对上述事件和/或情况造成的不合格货物不负任何责任。为确保货物得以妥善保护,客户须采取诸多措施,但客户对货物的监控、检查和维护是绝对的要求。除了上述事件(恐怖主义、犯罪行为等)之外,这种保护也可能因尺寸参数不当或未使用规定的标准部件、系统和原装部件和/或腐蚀(由

腐蚀过程、环境污染或其他人为因素以及其他外界因素所引起 而受到破坏。因此, 成都布鲁克对上述事件和/或情况造成的不合格货物不负任何责任。

- 6.4 In the event the Supply is shown to be defective, the Customer's rights are restricted to demanding that GEOBRUGG CHENGDU, to the extent it is responsible for the defects, remedy the defects within a reasonable time, provided that the defects occur at acceptance or before the expiry of the warranty period.

如果货物存在缺陷, 且该缺陷应由成都布鲁克负责, 客户的权利仅限于要求成都布鲁克在合理期限内弥补缺陷, 但前提是缺陷在验收时或质保期届满前就已经存在。

- 6.5 GEOBRUGG CHENGDU shall have no obligation to remedy defects unless the Customer did notify GEOBRUGG CHENGDU in writing of the defects forthwith after having detected the defects and in any event before expiry of the warranty period.

除非客户在质保期内检测到缺陷且立即以书面形式通知成都布鲁克, 否则成都布鲁克不负责弥补货物缺陷,

- 6.6 GEOBRUGG CHENGDU shall bear its own costs incurred in performing remedial work in its facility. Any other costs shall be borne by the Customer.

成都布鲁克在其场所内弥补缺陷所发生的费用由其自行承担, 其他费用由客户承担。

- 6.7 The warranty period shall be 12 months. The warranty period shall commence upon the acceptance of the Supply in accordance with Clause 5 or upon completion of, if applicable, the Services of installation, and shall expire in any event at the latest 14 months starting from the scheduled time of dispatch of the Supply as set forth in the Contract.

质保期为 12 个月。质保期从货物按照第 5 条规定通过验收之日起算, 或者从安装服务完成之日起算(如适用)。在任何情况下, 从约定的发货时间起算, 质保期最迟不超过 14 个月。

- 6.8 The claims of the Customer arising from or in connection with GEOBRUGG CHENGDU's warranty for defects of the Supply are expressly and exhaustively regulated in this Clause 6, and any further warranty rights of the Customer are excluded(in particular, but without limitation, the rights of rescission and abatement).

客户基于成都布鲁克对货物缺陷的保证责任所享有的索赔权已在第 6 条作出明确、全面地规定, 除此之外, 客户不再享有关于质量保证的其他权利(特别是, 但不限于, 撤销和解除权)。

- 7 Retention of Title 所有权保留

The Supply shall remain the property of GEOBRUGG CHENGDU until the Customer has properly fulfilled its payment obligations and GEOBRUGG CHENGDU has received full payments as set forth in the Contract. GEOBRUGG CHENGDU is entitled at any time to register the retention of title in the competent retention of title register at the domicile of the Customer, and the Customer undertakes to without any delay perform any activities of cooperation required in this respect.

在客户全面履行付款义务且成都布鲁克根据合同约定收到全部货款之前, 货物的所有权由成都布鲁克持有, 成都布鲁克有权随时就所有权保留事项在客户所在地登记机关进行登记, 客户应当及时提供必要的配合。

- 8 Limitation of Liability 责任限制

- 8.1 All claims by the Customer for damages not affecting the Supply itself, such as, but not be limited to, loss of use, loss of orders, loss of profits, claims by third parties or claims for indirect or consequential damages, irrespective of the legal basis for such claims, shall be excluded. The total liability of GEOBRUGG CHENGDU arising from or in connection with the Contract or the breach thereof shall be limited in the aggregate to 50% (including also liquidated damages for delay (if any) pursuant to Clause 3.3) of the price agreed upon for the Supply performed.

无论基于何种法律依据, 客户不得提出与货物本身无关的损失索赔, 包括但不限于使用价值损失、订单损失、利润损失、第三方索赔或间接损失。成都布鲁克因合同或违约应承担的违约责任总额不超过货物总价款的 50%[包括第 3.3 条规定的迟延交付(如有)违约金]。

- 8.2 The claims of the Customer arising from or in connection with the Contract or the breach thereof are expressly and

exhaustively regulated in these General Conditions. Any and all other and further claims shall be excluded to the extent permitted by applicable law. This limitation of liability shall not apply in the event of gross negligence or willful misconduct.

本通用条款对客户基于本合同或本合同违约所享有的索赔权作出了明确、全面且排他性的规定, 除非法律明确规定, 客户不再享有其他任何索赔权。但如成都布鲁克存在重大过失或故意不当行为, 客户的索赔权不受此限。

- 9 Return of Parts of the Supply 退货

The return (if any) of parts of the Supply in particular cases shall require the express written consent of GEOBRUGG CHENGDU.

如客户在某些特定情况下需要退货的, 须经得成都布鲁克的明确书面同意。

- 10 Concluding Provisions 总结条款

- 10.1 Any amendments to the Contract shall be in written form.

对合同的任何修改须采用书面形式。

- 10.2 Should any provision of these General Conditions prove to be invalid, wholly or in part, the Parties shall replace such provision with a new one that comes as close as possible to the economic effect of the original provision.

如通用条款的全部或部分条款被认定为无效, 双方应协商确定新的条款以取代无效条款, 但新条款对双方的经济影响应尽可能接近原始条款。

- 11 Jurisdiction and Applicable Law 法院管辖和法律适用

- 11.1 The disputes arising from or in connection with the General Conditions shall be exclusively subject to the jurisdiction of the court at the domicile of GEOBRUGG CHENGDU.

因本通用条款引起或与之相关的争议, 由成都布鲁克所在地法院管辖。

- 11.2 The Contract shall be governed by the substantive laws of the People's Republic of China.

双方的合同适用中华人民共和国法律。

- 12 Appendix 附录

In case the Supply includes Services, the Conditions of Installation of GEOBRUGG CHENGDU shall, to the extent not in contradiction with these General Conditions, apply to the performance thereof. 如果货物包括服务, 成都布鲁克的安装条款, 在不违反本通用条款的情况下, 适用于安装施工。

## Conditions of Installation 安装条款

### 1 General 总则

- 1.1 These Conditions of Installation ("Conditions") shall apply to the performance of the installation and supervision of installation by GEOBRUGG CHENGDU ("Services") of products ("Supply") delivered by GEOBRUGG CHENGDU in accordance with GEOBRUGG CHENGDU's General Terms and Conditions of Contract ("General Conditions"). The scope of the Services is exhaustively set forth in the Contract as well as in the working reports prepared by GEOBRUGG CHENGDU's personnel.

本安装条款(“条款”)适用于成都布鲁克实施的产品安装和安装监理(“服务”),但本条款项下的产品应为成都布鲁克根据合同通用条款和条件(“通用条款”)提供的产品。服务范围以合同以及成都布鲁克人员编写的工作计划为准,且其约定的范围是全面的、排他的。

- 1.2 These Conditions are made an integral part of the General Conditions and shall apply to the performance of the Services to the extent not in contradiction with the General Conditions.

本条款是通用条款的一个组成部分,适用于服务的履行,但其不得与通用条款的规定相冲突。

### 2 Provision of Services 服务条款

- 2.1 GEOBRUGG CHENGDU shall perform the Services in a professional manner and through qualified personnel. GEOBRUGG CHENGDU shall at any time be entitled to subcontract the performance of the Services or any parts thereof to third parties.

成都布鲁克应当使用合格的人员以专业的方式履行服务。成都布鲁克有权在任何时候将服务全部或部分分包给第三方。

- 2.2 If the event the scope of the Services is limited to support of installation, such Services shall be provided exclusively as specified in the system manuals of GEOBRUGG CHENGDU.

如果服务范围仅限于为安装提供技术支持,则成都布鲁克应按照其系统手册的规定履行该等服务。

- 2.3 In the event, for any reasons beyond the reasonable control of GEOBRUGG CHENGDU, GEOBRUGG CHENGDU's personnel are significantly prevented from performing the Services or are prevented from performing the Services during a period of a total of 0.5 days, then- GEOBRUGG CHENGDU shall be entitled to arrange the return of the personnel.

如果出现超出成都布鲁克合理控制范围内的任何原因, GEOBRUGG 的安装人员履行服务遇到严重阻碍或阻碍超过半天时间,成都布鲁克有权撤回服务人员。

### 3 Working Time 工作时间

- 3.1 Except as otherwise provided for in mandatory regulations applicable at the installation site, the working time shall be as set forth in the Contract and in the working reports prepared by GEOBRUGG CHENGDU's personnel.

除非安装地点所使用的强制性规定另有规定,成都布鲁克的工作时间以合同和成都布鲁克人员编制的工作计划为准。

- 3.2 The normal weekly working time shall consist of five working days. The normal daily working time shall be between 8a.m. and 5p.m. Changes in the normal daily working time, in particular due to the season, shall remain expressly reserved.

正常的每周工作时间应为五个工作日。正常的每日工作时间为上午8时至下午5时。布鲁克有权视情况,特别是因季节原因,对每日工作时间进行调整。

- 3.3 Working hours performed in excess of the normal weekly or the normal daily working time shall be considered as overtime. The performance of overtime work shall require a prior mutual agreement in writing. Overtime work shall not exceed the normal daily working time by more than 3 hours, or shall overtime work exceed the normal weekly working time by more than 12 hours.

工作时间超出每周或每日的工作时间,应视为加班。加班工作须由双方事先达成书面协议。加班不得超过每天3小时,或每周累计不超过12小时。

- 3.5 Work performed on Sundays or on weekdays being rest days at the installation site is considered as rest-day work. The work performed on legal holidays applicable at the installation site shall be considered as holiday work.

周日工作或在安装地点被视为休息日的非周日工作均被视为休息日工作。在安装地点适用的法定假日工作,应视为假期工作。

- 3.6 Travelling time, as well as an appropriate order-related time for preparation of the performance of the Services and processing time after the trip, shall be considered as working time.

差旅期间、与订单相关的合理准备时间以及差旅结束后处理时间,应视为工作时间。

- 3.7 In the event, for any reasons beyond the reasonable control of GEOBRUGG CHENGDU, GEOBRUGG CHENGDU's personnel are prevented from performing the Services or for any reason detained after completion of the Services, GEOBRUGG CHENGDU shall, without prejudice to Clause 2.3 hereof, be entitled to invoice the waiting time as working time and to invoice the travelling costs. All other associated costs shall be borne by the Customer. The same shall apply to other downtimes beyond the reasonable control of GEOBRUGG CHENGDU.

因成都布鲁克合理控制之外的原因,成都布鲁克工作人员在履行服务时遭到阻止,或在完工后因任何原因被滞留,其有权将等待时间计算作为工作时间计费,并与差旅费用一并向客户开具费用发票。所有其他相关费用由客户承担。本规定同样适用于成都布鲁克合理控制之外的其他停工时间。本条规定不影响成都布鲁克按照第2.3条所享有的相关权利。

### 4 Prices 价格

- 4.1 The Services shall be invoiced according to time and material calculated on the basis of GEOBRUGG CHENGDU's daily rates or hourly rates applicable at the time the Services are performed. The preparation of technical documents and any other accompanying services shall be invoiced according to time and material as well.

成都布鲁克根据服务履行时间和材料计费,费用计算标准按照其当时执行的日费率和小时费率执行。技术文件的编制和任何其他配套服务同样根据服务履行时间和材料计费。

- 4.2 Taxes (e.g. withholding taxes, value-added taxes), customs duties, levies, fees, social security charges and the like to be paid by GEOBRUGG CHENGDU or its personnel in connection with the Contract or the performance thereof, as well as the administrative costs associated therewith shall be borne by the Customer.

与合同或其履行有关、应由成都布鲁克或其工作人员支付的税费(例如代扣代缴税,增值税)、关税、费用、社会保险费等,以及与之相关的各种行政费用均由客户承担。

- 4.3 In addition, in particular personnel costs (time sheets), travelling costs (transportation, costs for visa, import and export permits etc.), accommodation expenses, costs for tools and equipment and additional services shall be invoiced according to time and material as well.

此外,特别是人工费用(工时单)、差旅费用(交通费用,签证费用,进出口许可证等)、住宿费用、工具和设备成本以及附加服务费用等,也应按服务履行时间和材料计费。

### 5 Obligations of the Customer 客户义务

- 5.1 The Customer shall ensure that the permits required in connection with the performance of the Services (e.g. entry and exit permits and working permits for GEOBRUGG CHENGDU's personnel), as well as the permits for import and export in particular of tools, will be granted in a timely manner and will remain valid during the performance of the Contract.

客户应确保及时取得与履行服务相关的许可证(例如成都布鲁克人员的出入境许可证和工作许可证)以及进出口许可证,特别是工具的进出口许可证,并确保这些许可证在合同履行期间持续有效。

- 5.2 The Customer shall properly perform the preparatory work required for the performance of the Services and shall in particular ensure that the transport routes and the free access to the installation site will be in a condition allowing the Services to be performed, and will be maintained in this status during the performance of the Contract.

客户应妥善做好履行服务所需的准备工作,尤其须确保履行服务所需的运输道路通畅,相关人员和设备设施能自由进入安装地点,并确保该等条件在合同履约期间持续保持。

- 5.3 The Customer shall be responsible for the security of the installation site and the safety of GEOBRUGG CHENGDU's personnel during the performance of the Contract.

在履行合同期间,客户应对安装地点的安全性和成都布鲁克人员的安全负责。

- 5.4 The Customer shall store material and spare parts efficiently and in such a manner that material and spare parts are protected from harmful influences and acts by third parties.

客户应妥善地存储材料和备件,保护材料和备件免受有害因素及第三方行为的损害。

- 5.5 The Customer shall, during the performance of the Contract, ensure in accordance with GEOBRUGG CHENGDU's requests as follows: Water and wastewater supply, electrical energy supply, lighting, necessary storage facilities and workstations at the installation site, access routes and waste disposal, as well as a list specifying local administrative offices and emergency services.
- 在合同履行期间, 客户应按照成都布鲁克的要求确保: 供水、污水处理、供电, 照明, 安装现场必要的存储设施和工作站、进出道路和垃圾处理, 以及清单规定的行政办公场所和紧急救援服务。
- 5.6 The Customer shall, within 30 days after use, return in perfect condition installation aids (e.g. drill gauges, helicopter suspension tackle) that have been made available to it. The repair of defective installation aids and the replacement of installation aids not returned to GEOBRUGG CHENGDU shall be invoiced to the Customer. The risk associated with the return of the installation aids shall be borne by the Customer.
- 客户应在使用后 30 天内, 将成都布鲁克提供其使用的安装辅助设备完好归还给布鲁克 (例如钻头量规、直升机、悬架)。因修理故障安装辅助设备以及更换未归还给成都布鲁克的安装辅助设备所产生的费用由客户承担。与归还安装辅助设备有关的风险由客户承担。
- 5.7 The Customer shall fulfill its obligations under this Clause 5 in a timely and proper manner and at no cost to GEOBRUGG CHENGDU. In the event the Customer fails to fulfill its obligations in such a manner, GEOBRUGG CHENGDU shall be entitled without further notice to perform the respective services at Customer's risk and cost, or to engage a third party to perform such services at Customer's risk and cost. The Customer shall fully indemnify GEOBRUGG CHENGDU against any claims by third parties.
- 客户应及时适当地履行本第 5 条规定的义务, 且成都布鲁克不承担由此产生的费用。如果客户未能及时恰当地履行其义务, 成都布鲁克有权不经通知客户, 由其自行实施, 或者聘请第三方实施此等应由客户履行的义务, 但由此产生的费用和 risk 由客户承担。成都布鲁克因此遭到第三方索赔的, 客户应当对此全额赔偿。