

<b>Purchaser:</b> [新疆维吾尔自治区互联网信息办公室] <b>买方:</b> [乌鲁木齐市新市区西环北路2221号]	Hereafter referred to as "Party A" 以下简称“甲方”
<b>Location:</b> [中国石油综合服务分公司新建综合楼办公室] <b>地点:</b> [乌鲁木齐市新市区西环北路2221号]	Hereafter referred to as "Premises" 以下简称“现场”
<b>By 由:</b> [蒂升电梯（中国）有限公司乌鲁木齐分公司] [新疆乌鲁木齐市沙依巴克区西北路458号科学大厦621室] Telephone 电话: [0991-6999160] Fax 传真:[0991-6999160]	Hereafter referred to as "Party B" 以下简称“乙方”

The elevators referred to in this Agreement (Hereafter referred to as “elevator”) include traction and positive drive lift, hydraulic lift, dumbwaiter, escalator, moving walk.

本合同所述电梯（以下简称“电梯”）包括曳引与强制驱动电梯、液压驱动电梯、杂物电梯、自动扶梯、自动人行道。

## SILVER MAINTENANCE AGREEMENT

### 维护保养合同

Party B agrees to maintain Party A's elevator equipment as outlined in this Agreement (Refer to the attachment *Units to be Maintained* WU0002STK220801-230731-1). Party B will endeavor to provide a comprehensive maintenance program with suit technology tools and methods to maximize the performance, safety, and life span of Party A's elevator.

乙方接受维保小包合同中列明的甲方电梯设备（详见附件维保电梯明细WU0002STK220801-230731-1）。乙方将采用必要的先进技术手段和工具来提供全面的维保服务以保持电梯最佳性能、安全、且延长其使用寿命。

#### 1. Systematic Maintenance and Annual Inspection Service

##### 系统性维护保养及每年安全检查服务

- 1.1 As per the Clause 6 of the TSG T5002-2017 <Lift Maintenance Regulation> by General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China, Party B will provide routine maintenance, inspection, and lubrication service for Party A's equipment 25 times a year during normal business hours (Monday through Friday, 9:00 am to 6:00 pm, except scheduled holidays), and the details shall be referred to <Service Docket>. Party B will furnish the necessary lubricants (excluding hoist rope oil, hydraulic fluid, gear oil and chain oil) and cleaning materials.

乙方将按照国家质检总局 TSG T5002-2017《电梯维护保养规则》中第六条规定，在正常工作时间（周一至周五上午 9:00 至下午 6:00，节假日除外）内，为甲方提供每年25次的维保服务，具体内容见《维护保养记录簿》。乙方将提供必要的普通润滑油（钢丝绳油、液压油、齿轮油和链条油除外）和清洁材料。

- 1.2 As per the Clause 2.10 of the TSG 08-2017 <Special Equipment Service Administration Regulation> by General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China, Party A should apply for the regular inspection to Administration for Market Regulation one month before the expiry of the old one, and make related preparations, and Party B will attend to Premises to assist with the regular inspection. All associated costs for such inspection will be borne by Party A. Under special situations, if the government supervision department requires Party B to perform the above inspection (including but not limited to the regular inspection, test for speed governor, 125% overload brake test, etc.), Party B will charge the relevant fees.

按照国家质检总局 TSG 08-2017《特种设备使用管理规则》中 2.10 条规定，甲方应当在特种设备定期检验有效期届满的 1 个月以前，向特种设备检验机构提出定期检验申请，并且做好相关的准备工作，乙方将进入现场配合甲方参与定期检验。所有相关费用由甲方承担。特殊情况下，若政府监管部门规定或要求乙方进行上述检验的（包括但不限于定期检验、限速器试验、125%制动试验等），乙方将向甲方收取相应的费用。

- 1.3 At the request of the Party A, Party B will arrange access for paid assistant trades (i.e., fire control, video, network distributed, etc) to the lift wells, the lift pits, and machinery rooms.

在甲方要求下，乙方可安排对电梯井道、底坑和机房进行有偿配合工作（如消防联动、视频、网络覆盖等配合工作）。

- 1.4 After each time of the maintenance, Party B will submit the service docket to Party A. Party A should make an immediate check and sign the report if it is acceptable.

每次保养后，乙方应向甲方提交服务记录。甲方应立即进行检查，确认后签字。

- 1.5 As per the Clause 6 of the TSG T5002-2017 <Lift Maintenance Regulation> by General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China, if Party B, after maintenance or self-inspection, finds it not sufficient to ensure the safety of the elevator equipment only by the maintenance work as outlined in this Agreement, Party B shall provide a written plan to Party A on needful modification, repair (including replacement of components), or upgrading of the equipment. After negotiation, both parties shall then sign a relevant agreement.

按照国家质检总局 TSG T5002-2017《电梯维护保养规则》中第六条规定，如乙方通过维保或者自行检查，发现电梯仅依据本合同规定的维保内容已经不能保证安全运行，而需要改造、修理（包括更换零部件）、更新电梯时，乙方应向甲方提供书面方案，经过甲乙双方协商，签订相关协议。

## 2. Stoppage, Malfunction, Special Service Requests

### 停梯、故障、特殊服务要求

- 2.1 As per the Clause 5 of the TSG T5002-2017 <Lift Maintenance Regulation> by General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China, Party B has set up a 24-hour service hotline: 400 820 0604. Party B shall endeavor in all cases to respond a SWP and arrive at the Premises within 30 minutes; and Party B shall arrive at the Premises to deal with other faults received within 60 minutes.

按照国家质检总局 TSG T5002-2017《电梯维护保养规则》中第五条规定，乙方设立 24 小时服务热线：400 820 0604。对于甲方向乙方服务热线报告的困人故障，乙方将在 30 分钟内赶至现场处理关人问题；报告的其他故障，乙方将在 60 分钟内赶到现场处理故障。

- 2.2 When the reported nature of a malfunction is not detrimental to the safety of persons, nor of significant effect on the service provided by the Equipment, then attendance to the same shall be carried out during Party B's next visit to the Premises pursuant to routine maintenance.

当通报的问题对人身安全并无危害，对设备运行也无显著影响，则此问题将在乙方下次保养时检查。

- 2.3 In the event attendance to stoppages or malfunctions is required as a direct result of misuse, vandalism or causes outside the reasonable control of Party B, this shall constitute "Additional Service." Party A agrees to pay the costs for any necessary replacement parts, as well as the applicable regular time and/or overtime rates for labor, as determined by Party B's response during or outside of normal business hours. Chargeable labor rates are assessed for travel time, travel expenses, and time spent on the job.

因使用不当、故意损坏或其它超出乙方合理控制的范围而直接导致电梯停梯或故障，此次现场处理将构成“额外服务”。甲方应支付任何必要的备件费用，以及正常工作时间和/或加班的人工费，此工作时间的判定根据乙方响应的时间是在正常工作时间之内或之外来定义。所计入的人工费用包括交通时间、花费以及工作时间。

### 3. Component Replacement

#### 备件更换

- 3.1 Throughout the duration of this Agreement, the components will be replaced or repaired at Party A's expense, and Party A also agrees to assume the cost of labor required in the diagnosis and replacement of the components and the related expenses reported to Administration for Market Regulation. Party B shall replace or repair the components with normal damage [valued less than RMB200/piece/RMB500/unit/year totally for free (except as provided in Article 1.5)] and Party A agrees to assume the related expenses reported to Administration for Market Regulation. In the event that the components are not broken or damaged, Party A shall bear the expenses incurred in the replacement of the components required by Party A for the purpose of improving the stability and comfort of the equipment.

在合同期间，电梯部件更换或修理的费用须由甲方负责，其诊断费、更换或修理部件的人工费用及向市场监督管理局报备的相关费用也由甲方承担。乙方免费更换或修理因正常原因而损坏的且单价200元以下的零配件，年累计不超过500元/台（上述1.5规定的情形除外），但向市场监督管理局报备的相关费用由甲方承担。若在部件未故障或损坏的情况下，为提升电梯稳定性及乘梯舒适性等目的，甲方要求更换或修理部件产生的所有费用均需由甲方承担。

- 3.2 In order to protect the ecology and avoid irreversible damage to the environment caused by electronic waste, during the maintenance service provided by Party B, the replaced main parts of the elevator (unless otherwise agreed by both parties, the main parts of the elevator refer to inverter, circuit board, door machine controller and door motor) shall be recycled by Party B or destroyed on the spot.

为保护生态，避免电子废弃物对环境造成不可逆转的破坏，乙方提供维保服务期间，被更换的电梯主要部件（除双方另行约定，电梯主要部件指变频器、电路板、门机控制器、门机马达），应交由乙方回收或当场销毁。

- 3.3 TK Elevator (China) Co., Ltd authorizes only its branches to supply with the spare parts and lubrication oil used for its elevator equipment since the quality and performance of the spare parts and lubrication oil impact deeply on efficiency of the maintenance work and safety running of the equipment. For any spare parts or lubrication oil not purchased lawfully via its branches, TK Elevator (China) Co., Ltd shall not provide with the certification and guarantee for their quality and performance. If Party B finds out that installation, replacement or utilization of any spare parts and lubrication oil has been or will be carried out by Party A without purchasing lawfully via TK Elevator (China) Co., Ltd's branches, and Party A still uses the spare parts and lubrication oil after Party B has clearly stated the possible potential hazards in written form, then any risks or accidents that happen during lubrication, installation, replacement, maintenance and utilization shall be borne by Party A.

由于零备件和润滑油的质量和性能对电梯设备维护保养的有效性以及电梯设备的安全运行有重要影响，因此蒂升电梯（中国）有限公司仅授权其分公司供应其品牌设备的零备件及润滑油。未通过蒂升电梯（中国）有限公司的分公司购得的其品牌设备的零备件或润滑油，蒂升电梯（中国）有限公司将不对其质量和性能提供保证或认证。如果乙方发现甲方已经或将要安装、更换或使用任何非通过蒂升电梯（中国）有限公司分公司购得的零备件或润滑油，在乙方向甲方以书面方式明确指出该等零备件或润滑油可能导致安全隐患后，甲方仍然使用该等零备件或润滑油的，由此在润滑、安装、更换、维护保养及设备使用过程中产生任何风险或事故，由甲方自行承担。

### 4. Product Information

#### 产品信息

- 4.1 Party A agrees to provide to Party B with current wiring diagrams that reflect all changes, diagnostic passwords, and maintenance instructions for the equipment covered by this Agreement (TK Elevator (China) Co., Ltd has no diagnostic passwords and will supply the rest of the above at no additional cost). Party A agrees to authorize Party B to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain Party A's property.

甲方应提供乙方当前设备的电路图，此电路图应完全反映此合同下设备的所有变化、诊断密码以及保养指南（蒂升电梯（中国）有限公司未设诊断密码并免费提供以上其它信息）。甲方应授权乙方制作单个设备中任何可编程设计的副本，以用于归档和软件备份。这些产品信息仍属于甲方财产。

### 5. Equipment Access

#### 设备进入

- 5.1 Party A shall permit Party B, its employees and contractors, unlimited access to the equipment and the landings, lobbies and machine rooms associated with covered equipment to ensure fulfillment of all obligations hereunder. Party B staff

shall comply with any reasonable directions of Party A or designated officer related to access to the premises, or to any part thereof.

甲方应允许乙方及其员工和其签约商为完成所有合同规定之工作进入设备、以及与设备相关的楼层、大堂和机房。乙方员工应遵守甲方、以及甲方指定的现场相关人员的所有合理指示。

- 5.2 Party A agrees not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this Agreement, except with the express written agreement of Party B.

甲方应在合同期间，不得允许其它人员更改、增加、调整、修理或更换电梯的部件或零件，除非出具乙方的书面许可。

- 5.3 Party A shall endeavor to protect the equipment and the necessary facilities, and not allow any other person to enter the machine rooms and shaft. Party A agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation, refrigeration and heat to maintain the room within the manufacturers recommended range. Party A also agrees to maintain the elevator pit, shaft, and machine room in a dry condition at all times. Should water or other liquids become present, Party A will contract with others for removal and the proper handling of such liquids prior to Party B taking corrective action.

甲方应尽力保护设备及其必要设施，且不允许其它非乙方人员进入机房和井道。甲方应确保机房包含以下设施：牢固的门，防水设施，照明，通风，制冷和加热系统以保证机房符合生产商推荐的要求。甲方应在任何时间保证电梯底坑、井道、机房处于干燥环境。若水或其它液体进入，甲方须在乙方开展整改工作之前与第三方协定去除此类液体。

- 5.4 For the purpose of realizing product functions, understanding equipment operation and helping product and service improvement, Party B will adopt necessary advanced technical means and tools for the elevator under this contract, and the ownership of the installed tools belongs to Party B. If the maintenance contract expires or is terminated for any reason, Party A shall allow Party B to remove the corresponding tools.

出于实现产品功能、了解设备运行、帮助产品及服务改进等目的，乙方将对本合同项下的电梯采用必要的先进技术手段和工具，安装的工具所有权归乙方所有。若保养合同期满或无论何种原因导致的终止，甲方应允许乙方拆回相应工具。

## 6. Price and Invoice

### 价格与发票

- 6.1 The price for the services as stated in this Agreement shall be RMB¥52,000 in total for equipment listed to be maintained. Equal installments shall be payable by Party A upon issued invoice from Party B, net 30 days, and details please refer to the attachment Units to be Maintained WU0002STK220801-230731-1).

此合同中列明的保养设备确定的服务价格共计RMB¥52,000（大写：伍万贰仟元整），共分为2期支付。甲方应在每期服务起始日，按照乙方出具的发票支付款项，付款期限为30天，具体请详见附件维保电梯明细WU0002STK220801-230731-1。

The aforementioned price includes the Chinese Value Added Tax ("VAT") to be imposed at the prevailing rate determined by Party B and the tax authorities of which Party B falls under the jurisdiction.

上述服务价格包含按乙方与乙方所属税务机关所确定税率计征的增值税。

Party A shall be responsible for providing sufficient and accurate information to Party B for issuing Special VAT Invoice or General VAT Invoice pursuant to the prevailing VAT provisions, unless otherwise agreed by Party A and Party B.

甲方应向乙方提供充足和准确的开票相关信息，以供乙方按增值税相关规定开具增值税专用发票或增值税普通发票，甲乙双方另有约定除外。

Party B shall not be held liable for the circumstance where the aforementioned VAT cannot be recoverable by Party A, provided that such circumstance is caused due to the reason not related to Party B.

非乙方原因导致甲方无法抵扣增值税，乙方不承担任何责任。

## 7. Overdue Invoices

### 到期未支付款项

- 7.1 Party B reserves the right to assess a service charge of 1½ % per month, or the highest legal rate, whichever is less, to all overdue invoices. If you do not pay any sum within thirty (30) days from the overdue date, Party B may also choose to do



one of the following: 1) suspend all service until all amounts due have been paid in full. This includes not responding to breakdowns, the exception to this is if the breakdown involves a stuck with passenger, in which case Party B will attend the breakdown and release the passengers however the elevator equipment will not be put back into service. Or 2) declare all sums for the unexpired term of this agreement due immediately and terminate this Agreement. If Party B elects to suspend service, Party B shall not be responsible for damages or injuries to persons or property from the lack of service. Upon resumption of service, Party A will be responsible for payment to Party B of any costs Party B incur as a result of the suspension of service. Time is of the essence.

乙方保留对所有到期未支付款项计算增加服务费用的权利，计算增加部分的费用按每月 1.5% 或最高法定额度，以较低者为准。若甲方未在乙方应收账款逾期日后30天内支付费用，相应地乙方将选择以下两种方式之一：1) 停止所有服务直至所有费用付清，这包括不响应电梯故障，但乘客被困轿厢的情况除外。在此情况下，乙方将先解救乘客，但无义务将电梯设备恢复至正常工作状态。或者 2) 宣布该合同所有未过期的费用立即到期并终止合同。若乙方选择停止服务，则乙方将不负责由于服务缺失而导致的人员或财产的损坏或伤害。关于恢复服务，甲方须负责支付乙方所有因停止服务而产生的成本。时间因素是本合同的基本要点。

## 8. Term

### 合同期限

- 8.1 This Agreement for outlined equipment will commence on Aug.1th 2022, over on Jul.31th 2023 and is effective for one (1) years and non-cancelable, except with ninety (90) days written notice for reasons of non-performance. "Non-performance" is defined as our inability to remedy any deficiencies within forty-five (45) days after receiving written notification from Party A.

所列设备合同自2022年8月1日起生效，2023年7月31日结束，有效期为1年且不可撤销，除因出具不履行原因书面通知90天后则可撤销。“不履行”定义为乙方在收到来自甲方的书面通知后45天内无法弥补缺陷。

## 9. Continuity of Service

### 服务的连续性

- 9.1 To ensure continuous service to Party A's Equipment, this Agreement will be automatically renewed for successive one (1) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial contract period, or any subsequent automatic renewal period. Notice shall be sent by certified mail, return receipt requested. Time is of the essence. The price of subsequent automatic renewal agreement shall increase or decrease in the event the equipment is modified from its present state.

为保证向甲方的设备提供持续安全的服务，此合同将在到期后自动更新至后续1年，除非在最初合同或自动更新合同到期前90天之内，一方及时提供书面通知给另外一方，告知其准备取消合同。通知须以挂号信或电子邮件发出，并要求提供回执。时间因素是本合同的基本要点。自动更新合同的价格视设备当时自有情况，由双方在自动更新时共同商定。

## 10. Safety

### 安全

- 10.1 As per the Clause 2.4.4.2 of the TSG 08-2017 <Special Equipment Service Administration Regulation> by General Administration of Quality Supervision, Inspection and Quarantine of the People's Republic of China, Party A should assign special equipment operator personnel with the Special Equipment Operator Certificate according to the quantities and characteristics of its own special equipment, and make sure that when using the special equipment, for each shift, there is at least one person acquired the Special Equipment Operator Certificate on duty. All equipment damages, malfunctions and safety accidents due to unprofessional operation of Party A, shall be repaired at Party A's necessary expense.

按照国家质检总局 TSG 08-2017 《特种设备使用管理规则》中 2.4.4.2 条规定，甲方应当根据本单位特种设备数量、特性等配备相应持证的特种设备作业人员，并且在使用特种设备时应当保证每班至少有一名持证的作业人员在岗。如因甲方的非专业操作而造成的电梯故障或设备损坏及安全事故，则甲方应支付任何必要的费用。

- 10.2 Party A agrees to provide our personnel a safe place in which to work. Party B reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place in which to work.

甲方应提供保证乙方人员安全的工作地点，当乙方单方判断工作地点存在安全隐患时，乙方将保留停止在大楼里工作的权利。

- 10.3 Party A agrees to accept our sole and reasonable judgment as to the means and methods to be employed for any corrective work under this Agreement. If Party B's inspection of a piece of equipment serviced under this Agreement reveals an operational problem which jeopardizes the safety of the riding public, Party B may shut down the equipment until such time as the operational problem is resolved. Party B will immediately advise Party A in writing of such action, the reason for such action, and whether the proposed solution is covered by the terms of this Agreement.

甲方应接受乙方关于解除安全隐患所采用方式方法的专业判断。若乙方检测出存在损害乘客安全的运行问题时，乙方可以关闭设备直至该问题得到解决，同时，乙方将立即以书面方式通知甲方关闭设备的原因，以及乙方提议的解决方法是否包含在此合同内。

- 10.4 Party A agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Any safety condition that may indicate the need for correction before the next regular examination must be reported with diligence by Party A. Party A agrees to suspend equipment operation immediately upon manifestation of any irregularities in operation, notify us at once, and keep the equipment shut down until the completion of any repairs.

甲方应指导或警示乘客正确使用设备并保证设备处在甲方的电梯管理人员的持续监督下，以保证在两次检查间隙时能够发现非正常情况。在乙方下次检查之前，甲方须尽快告知乙方其所发现的任何不安全的情况以及可能需要修理的征兆。甲方应在设备运行显示不正常情况时，立即关闭设备，即刻通知乙方，并在修理未完成时保持设备关闭。

- 10.5 Both Party A and Party B agree to give verbal notice immediately and written notice within fifteen (15) days after any occurrence or accident in or about the elevator.

甲乙双方任何一方如意识到使用电梯可能引起人员伤亡和财产损失，则一方应立即口头通知对方，并应在 15 天内书面通知对方。

## 11. Coverage Limitations

### 合同覆盖限制

- 11.1 Party B shall not be obligated to service or make renewals or repairs without additional charge upon the equipment by reason of misuse of the equipment, another's negligence, loss of power, blown fuse(s), tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls, acts of civil or military authorities, strikes, lockouts, force majeure, or any other reason or cause beyond our control. In the event any component requires upgrading because the original type is no longer available, the expense of such upgrade shall be negotiated with Party A.

在无额外费用的情况下，乙方不负责因设备不当使用，他人疏忽，断电，偷盗，故意破坏，爆炸，着火，电源故障，水灾，暴风雨，闪电，恶作剧，人权或军事行动，抗议，停工，不可抗力，或其它乙方不可控制的原因导致须提供服务或更新或修理设备的事宜。当某些部件的原生产商已经不再生产或该部件已不在市场上销售时，该部件的更新替换成本须由甲乙双方共同协商解决。

- 11.2 The scope of this Agreement does not include the parts and components other than the elevator itself, the decoration and the construction, nor the improvement, repair and replacement of the cab enclosure, exterior panel of escalator, floor covering, lighting fixtures, ceiling light bulbs and tubes, shaft lighting, main power switches, breakers, smoke and fire sensors, communication devices, security systems, access control or monitoring systems, air conditioners, heaters.

此合同范围不包括非电梯本身的零部件、设备、及装修、土建部分，以及完善、修理、更换轿内壁围栏、扶梯的外包板、地板遮盖物、轿厢照明、井道照明、主电源开关、断路器、烟火探头、通讯设施、安保系统、门禁或监控系统、空调、加热器。

- 11.3 During the duration of this Agreement, Party B will not be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, any governmental agency or authority, or any third party, nor shall Party B be required to make any changes to the existing design or function of the unit(s), and Party B reserves the right to make such recommendations to Party A.

在合同存续期间，乙方不负责加装由保险公司或权威机构、以及第三方推荐或指示的新辅件或部件，同时乙方不可被强制要求对现有设计或功能进行更改，乙方保留对甲方作此类建议的权利。

- 11.4 When building, decorating and refurbishing materials carried into elevator, bearable rubber mat or substitutes of equivalent utility should be paved from car to landing area by Party A in order to protect lift well, car sill and landing sill. The wall inside car should be protected with anti-collision material (such as wooden boards, the protection pad for the car wall, etc). All equipment stoppages and malfunctions or the car wall's damages due to Party A's failing to take the protective actions above, shall be repaired at Party A's expense including components, Party B's labor costs required by the diagnosis and the replacement of components during or outside normal business hours.

电梯在运载建筑、装饰装修等材料时，甲方应在轿厢的地面到厅门的地坪铺设足够承载的橡胶或者具有同种效用的替代材料制成的底垫，以保护电梯的井道、轿厢及厅门地坎免遭损伤。轿厢内壁应设有防撞保护材料（如木板、轿壁保护垫等）。若因甲方未采取以上措施而导致电梯故障或轿厢损坏，则甲方应支付任何必要的备件费用，以及由此导致的乙方正常工作时间和/或加班的人工费及诊断费。

- 11.5 Party A shall inform Party B in written form and attach with decoration plan and estimated weight prior to construction if Party A would make equipment's car weight changes by some activities (including but unlimited to re-decoration, modified decoration, added decoration and etc.) after the equipment passes the government's inspection. Moreover, Party A shall do the construction after Party B's confirmation of no effects on equipment operation and safety by these activities. Party B shall help to check the equipment safety and set coefficient of balance and Party A shall send written notification to the local Administration for Market Regulation after completion of work. If Party B's inspection revealing an operational problem which jeopardizes the safety of the passengers and equipment by construction, Party B may shut down the equipment until such time as the operational problem is resolved. Labor rates, material rates incurred by safety inspection and adjustment due to constructions referred to above should be borne by Party A. Party A shall borne the corresponding responsibility without notifying Party B in written form on constructions referred to above.

电梯设备通过政府验收后，若甲方要对电梯轿厢进行可能导致电梯轿厢自重改变的施工（包括但不限于再次装潢、修改装潢、加装设备等），应在施工前以书面方式通知乙方，并随附装潢方案及预计重量。经乙方确认此施工对电梯运行以及安全问题无影响后，甲方方可施工。施工完成后，由乙方协助重新检查电梯安全性能并设定平衡系数，且甲方应立即向当地市场监督管理局发函进行备案。若乙方经重新检查后认为施工后可能存在损害乘客安全和设备安全的情况时，乙方将关闭设备直至该问题得到解决。甲方应支付由于前述施工行为所导致的电梯安全检查和调整性能等造成的材料费用和人工费用。如甲方未以书面方式通知乙方前述施工行为，应承担相应责任。

## 12. Economic Adjustments

### 经济调整

- 12.1 The price for the first year in this Agreement shall be adjusted on an annual basis effective on the anniversary date of this Agreement, and increased not less than 10% annually, except for one-year or less contract, based on the proportionate increase of the current hourly labor cost for elevator technician during normal business hours, including technician's regular benefits and subsidies. Pricing may also increase or decrease in the event the equipment is modified from its present state.

本合同的首年价格将在本合同期限内按年增加，涨幅最少不低于10%，并在此合同周年期开始生效，一年期及以下合同除外。依据在正常工作时间内电梯工程师的每小时人工成本按比例增加，包括技术人员的日常福利和补贴。当设备自现有情况进行改造后，价格可增加或减少。

## 13. Other

### 其它

- 13.1 Party B shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall Party B be liable for any damages, nor any consequential, special, or indirect damages. Party B shall be liable for any direct damage caused by its employees to the equipment while under the Company's care and control except under those conditions as noted above.

乙方不负责由工会、动乱、罢工、停工、火灾、爆炸、偷窃、骚乱、人权暴乱、战争、恶意伤害、不可抗力、或超过其控制的原因造成的直接和间接损失、损害以及延迟。乙方负责所有由其员工对此合同范围内设备造成的直接损失，但不包含上述所列的情况。

- 13.2 In the event of the sale, lease, or other transfer of the elevator(s) or equipment described herein, or the premises in which they are located, Party A agrees to see that such successor is made aware of this Agreement and assumes and agrees to

be bound by the terms hereof for the balance of the Agreement, and subject to termination as herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Agreement.

在出售和租赁本合同所列电梯设备、或这些电梯设备发生地点转让时，甲方应确认其接收者已知道此合同并同意执行完成本合同的剩余时间，并且服从本合同所述及的终止条款，否则甲方须负责合同规定的全部未到期时间的所有未付款项。

- 13.3 In the Event of Party A's removing, replacing or discontinuing, permanently the use of any one of elevator, or in the event of any such elevator becoming inoperative due to fire, explosion or other accidental cause beyond Party A's control, Party A may partly terminate defected units thirty (30) days from giving Party B written notice.

如果甲方拆除、更换、或不再继续使用电梯，或者电梯因火灾、爆炸或其他超出甲方控制范围的意外事故无法继续使用，则甲方可在向乙方发出书面通知之日起 30 天后终止此合同中部分受之影响的设备合同。

## 14. Dispute Resolution

### 争议解决

- 14.1 This Agreement shall be subject to and construed in accordance with the law of People's Republic of China, and any difference or dispute under this Agreement, or any claim in any way arising hereunder, shall be submit to the People Court of the place where Party B is registered. The adjudge shall be final and binding on both parties.

本合同的适用与解释皆依照中华人民共和国法律。因本合同引起的任何分歧或争议，或基于本合同而提起的任何索赔或要求皆应通过协商解决。若双方无法达成一致，则争议应诉诸乙方所在地具有管辖权法院进行诉讼。诉讼判决为最终裁决，对双方均有约束力。

## 15. Special Conditions

### 特殊条款

- 15.1 Any and all special or premium options or altered conditions to be included to this Agreement shall be noted in Annex A. Such annex shall be executed by both parties and govern in the event of any contradiction to this Agreement. *Please tick off on page 9.*

包含在此合同中的任一及所有特殊或额外选项或更改条款须标注于附件 A 中。此附件将由双方执行，并对于此合同中任何分歧予以解释。请在第九页勾选。

## 16. Acceptance

### 承诺

- 16.1 Party A's acceptance of this Agreement and its approval by an authorized manager of Party B will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless included under an attached Annex that is duly executed by both parties. Should Party A's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement and any Annex will govern in the event of a conflict. This proposal together with any Annex is hereby accepted in its entirety and shall constitute the entire Agreement as contemplated by Party B and Party A.

甲乙双方签字盖章后，即构成此处所及的唯一完整服务合同。所有其它先前的声明或协议，无论书面或口头，均被认为已写入本合同中，并且已无其它变更需要添加或补充到本合同中，除非此变更包含在双方执行的附加附件中。若甲方的承诺以订单形式或其它相似文件形式提供，则产生争议时仍以此合同及其附件规定作为解释。甲乙双方接受此建议及所有附件，并认为是完整合同不可或缺的一部分。

- 16.2 In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

若此合同任一部分被法院、公共政策或法令认定为无效或不可执行，此类结论不得影响此合同其它部分的有效性及其执行性。

16.3 This Agreement is written in both Chinese and English. Should there be any deviation in its meaning; the Chinese version should remain the basis for interpretation. Party A and Party B hold 2 of copies respectively.

此合同为中英文版本。如果中英文发生分歧，则以中文版为准。甲乙双方各持2份。

**Execution.**

执行

**Annex Attached**

附加附件【WU0002STK220801-230731-1/附件A】

[新疆维吾尔自治区互联网信息办公室]  
甲方

[蒂升电梯（中国）有限公司乌鲁木齐分公司]  
客户服务代表

[蒂升电梯（中国）有限公司乌鲁木齐分公司]  
乙方

By 由:

\_\_\_\_\_  
(Signature of Authorized Individual)  
(授权个人签字)

\_\_\_\_\_  
(Print or Type Name)  
(印刷或打字名字)

\_\_\_\_\_  
(Print or Type Title)  
(印刷或打字抬头)

By 由:

\_\_\_\_\_  
(Signature of Authorized Individual)  
(授权个人签字)

TK Elevator (China) Co., Ltd  
Customer Service Representative

蒂升电梯（中国）有限公司  
客户服务代表

Account Manager Name  
800-820-0604

客户经理姓名  
800-820-0604

By 由:

\_\_\_\_\_  
(Signature of Authorized Individual)  
(授权个人签字)

\_\_\_\_\_  
(Print or Type Name)  
(印刷或打字名字)

\_\_\_\_\_  
(Print or Type Title)  
(印刷或打字抬头)

**Party B Details for electronic payment customers (upon request)**

乙方用于电子汇款客户的银行信息（根据要求）

Receiver

收款人: 蒂升电梯（中国）有限公司乌鲁木齐分公司

Account

Number

账号: 65001618600052507855

Bank

银行: 建行乌鲁木齐明园支行

**Party A Details for VAT Invoice issuance**

甲方公司信息用于增值税发票开具

Taxpayer Name

纳税人名称:

Taxpayer ID Number





纳税人识别号:

Address

地址:

Phone Number

电话:

Bank Branch Where The Account Was Opened

开户行:

Bank Account Number

开户行账号:

Office use upon full execution Contract number 合同编号:WU0002STK220801-230731



Annex A 附件A

This Annex shall be made part of this agreement, and in the event of conflict with any other terms, conditions, purchase orders, or contract documents, this Annex shall govern.  
 此附件为本合同一部分，如与其他协议、条款、订单或合同文件产生争议，则以此附件规定为最终解释。

经双方友好协商，达成如下协议：

- 1、合同开头增加“根据《特种设备安全监察条例》TSG 08-2017”《特种设备使用管理规则》TSGT5002-2017《电梯维护保养规则》等相关规定，根据甲乙双方平等自愿真实的意愿，签订该合同。
- 2、合同第2.1条修改为：若被要求在非正常时间到达现场，维护保养工作时间由甲乙双方协商同意后约定。
- 3、增加合同条款，乙方履行的职责：(一)按照《电梯维护保养规则》，有关安全技术规范以及电梯产品安装使用维护说明书的要求，制定维保计划与方案；(二)按照《电梯维护保养规则》和维保方案实施电梯维保，维保期间落实现场安全防护措施，保证施工安全；(三)制定应急措施和救援预案，每半年至少针对本单位维保的不同类别(类型)电梯进行一次应急演练；(四)设立 24 小时维保值班电话，保证接到故障通知后及时予以排除；接到电梯困人故障报告后，维保人员及时抵达所维保电梯所在地实施现场救援，直辖市或者设区的市抵达时间不超过 30 分钟，其他地区一般不超过 1 小时；(五)对电梯发生的故障等情况，及时进行详细的记录；(六)建立每台电梯的维保记录，及时归入电梯安全技术档案，并且至少保存 4 年；(七)协助电梯使用单位制定电梯安全管理制度和应急救援预案；(八)对承担维保的作业人员进行安全教育与培训，按照特种设备作业人员考核要求，组织取得相应的《特种设备作业人员证》，培训和考核记录存档备查；(九)每年度至少进行一次自行检查，自行检查在特种设备检验机构进行定期检验之前进行，自行检查项目及其内容根据使用状况确定，但是不少于本规则年度维保和电梯定期检验规定的项目及其内容，并且向使用单位出具具有自行检查和审核人员的签字、加盖维保单位公章或者其他专用章的自行检查记录或者报告；(十)安排维保人员配合特种设备检验机构进行电梯的定期检验；(十一)在维保过程中，发现事故隐患及时告知电梯使用单位；发现严重事故隐患，及时向当地特种设备安全监督管理部门报告。
- 4、增加合同2.4条，乙方保证电梯故障率达到5/60000；超出次数将按照单台电梯月维保价格的8%进行考核。
- 5、修改合同3.1条修改为：向技监局报备的相关费用由乙方承担。乙方免费提供因正常原因而损坏的且单价500元以下的配件，年累计不超过4000元/全部。
- 6、增加合同3.4条，常用配件销售价格表见附件B。
- 7、合同第6.1条修改为：甲方应在每期服务结束后，按照乙方出具的发票支付款项。
- 8、合同第7.1条修改为：甲方在收到乙方开具的发票90日内未按约定付款，将按发票金额的8%支付给乙方违约金。乙方选择停止相关服务时，应提前15个工作日书面通知甲方。否则应承担甲方因乙方服务缺失导致的人员财产损失。
- 9、删除合同第12.1条。删除合同第9.1条。删除合同第11.3条。
- 10、乙方提供合同期内不大于10次的运行保障，超出次数费用按200元/天/人支付。
- 11、增加合同条款：根据《特种设备安全监察条例》第31条，乙方应当至少每15日对电梯次清洁、润滑、调整和检查。
- 12、合同第8.1条修改为：双方协商一致或法院判决可撤销。
- 13、合同第10.1条修改为：如甲方的非专业操作而造成的电梯故障或设备损坏及安全事故，则甲方应支付相关必要费用。
- 14、合同支付方式为自合同签订之后2022年8月15日支付包括2022年8月1日至2023年7月31日的维保费用的百分之九十九46800元（大写：肆万陆仟捌佰元整）。2022年8月1日至2023年7月31日维保费用共计52000元，其中合同总金额的百分之十5200元根据考核情况在合同同期服务结束的15天内付清。
- 15、合同第14.1条修改为：若双方无法达成一致，则争议应诉诸甲方所在地具有管辖权法院进行诉讼。
- 16、合同第2.2修改为：甲方通报的问题对人身安全并无危害，对设备的运行也无显著的影响，则此问题将在乙方下次保养时检查。发现事故隐患及时报告甲方，发现严重事故隐患，及时向特种设备安全监督管理部门报告。
- 17、合同条款7.1修改为：删除合同条款中“宣布该合同所有未过期的费用立即到期并终止合同”。
- 18、合同条款10.4修改为：甲方应指导或者警示乘客正确使用设备并保证设备处于电梯管理人员的持续监督下，以保证在两次检查间隔时能够发现非正常情况。在乙方下次检查前，甲方须尽快告知乙方其所发现的任何不安全的情况以及可能需要修理的征兆。乙方接到通知后，及时进场全面检查，查明故障和异常原因后，及时采取有效的措施。甲方应在设备运行显示不正常情况时，立即关闭设备，即刻通知乙方，并在修理未完成时保持设备关闭。
- 19、甲乙双方任何一方如意识到使用电梯可能引起人员伤亡和财产损失，则一方应口头通知对方采取有效措施，并在15天内书面通知对方。

Office use upon full execution

Contract number合同编号:

WU0002STK220801-230731

[新疆维吾尔自治区互联网信息办公室] 甲方

[蒂升电梯（中国）有限公司乌鲁木齐分公司] 乙方

(Signature of Authorized Individual & Company Stamp) (授权个人签字及甲方盖章)

(Signature of Authorized Individual & Company Stamp) (授权个人签字及乙方盖章)