

BSI 标准服务条款

Revision 4 (July. 2019)

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第一部分 通用服务条款（适用于所有认证审核）

Terms of Service	通用服务条款
1. BSI shall perform the services described and in accordance with this contract (Contract).	1. BSI 将依据本合同（以下简称为“ 本合同 ”）提供合同所述服务。
2. The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise) (Effective Date).	2. 本合同将于客户签署（可通过电子确认或其他方式）之日生效（以下简称“ 生效日期 ”）。
3. BSI shall provide its services in compliance with: a. all applicable legislation and regulations; b. all relevant international standards that govern the provision of accredited certification services; c. any relevant standard, private standard or code of practice expressly governing the services in this Contract, d. BSI Group’s Code of Business Ethics which can be found on our website.	3. BSI 将严格遵循下列相关法规和要求来提供服务： a. 所有适用的法律和法规； b. 所有对提供经认可的认证服务进行规范的相关国际标准； c. 任何明确规范本合同所约定服务的相关标准、专有标准或行为准则； d. 在 BSI 的网站公布的 BSI 集团的商业道德准则。
4. Appropriately qualified and trained personnel will perform the services and determine the outcome of testing, assessments and reviews. BSI may change such personnel at any time.	4. 由具备适当资格并且经过严格培训的人员提供服务并确定测试、审核和评审的结果。BSI 可随时更换此类人员。
5. Client will provide to BSI (throughout the duration of the Contract):	5. 客户将向 BSI（在本合同有效期内）提供：
a. complete and accurate information relevant to the services including any updates;	a. 与服务相关的完整而准确的信息（包括任何更新）；
b. immediate notification of any event which may adversely affect the outcome or continued use of any BSI service or which if left unattended may cause BSI to misrepresent compliance with clauses 3.a, 3.b or 3.c above;	b. 针对可能对 BSI 服务结果或持续使用 BSI 服务产生不利影响或者如果不加注意会导致 BSI 被误认未遵守上述条款 3.a,3.b 或 3.c 的任何事件进行即时通知；
c. responses to all relevant and reasonable queries of BSI at any time and reasonable assistance including access to premises to permit BSI to investigate third party complaints of Client’s use of the services;	c. 对 BSI 随时提出的所有相关且合理的询问进行答复并提供合理协助，包括准许 BSI 进入营业场所以调查针对客户所使用服务的第三方投诉；
d. notification of third party complaints received by Client of Client’s product or services and steps taken to resolve them;	d. 有关客户所收到的针对客户产品或服务的第三方投诉以及解决投诉所采取的措施的通知；
e. access to its sites on dates agreed with BSI and at any other time for BSI’s unannounced visits if so required to comply with clauses 3.a, 3.b or 3.c above;	e. 在与 BSI 商定的日期，以及若为符合上述条款 3.a,3.b 或 3.c 的要求，在任何其他时间未经通知时，准许 BSI 进入现场进行现场审核；
f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any site visit by BSI;	f. 针对进入其现场的来访者的所有健康与安全规则、安保和其他要求的详细信息（在 BSI 进行现场审核前提供）；
g. access to any relevant third party site reasonably required by BSI (and Client undertakes to BSI that it will obtain the third party’s consent for BSI to gain such access);	g. 应 BSI 合理要求，准许其进入任何相关第三方现场（客户向 BSI 保证将获得第三方同意准许 BSI 进入）；
h. for testing services, all relevant test items transported at Client’s cost and risk in such a way so as to protect them from damage and to notify BSI of the component materials of such test items, their size and weight, and any special precautions that may be required under health and safety,	h. 对于测试服务，所有测试物品的运输成本和风险均由客户承担，以保护物品免于受损，并告知 BSI 该等测试物品的组成材料、尺寸和重量以及任何健康与安全、环境或其他法律可能要求的特别注意事项；

<p>environmental or other law;</p>	
<p>i. all necessary access and facilities reasonably required by BSI in order to investigate any alleged defect in testing services and to permit BSI to re-test test items following a Client notice of defect (which must be served on BSI no later than 21 days after the relevant testing services);</p>	<p>i. 所有 BSI 合理要求的必要准入和设备以调查任何宣称的测试服务缺陷，并且准许 BSI 根据客户的缺陷通知（必须在相关测试服务完成后 21 天内向 BSI 出具）重新对测试物品进行测试；</p>
<p>j. for Conformité Européenne (CE Marking) services conducted by BSI: (i) immediate notice of all adverse incidents concerning the affected product and any limit or prohibition imposed by any regulator on the use or marketing of such product; (ii) an undertaking, warranty and representation to BSI that, when displaying the CE Marking following a conformity assessment, Client's declaration of conformity of the relevant product will be accurate in all respects.</p>	<p>j. 针对由 BSI 进行的 Conformité Européenne（欧洲合格评定）（CE 标志）服务：(i)关于所有受影响产品的不良事件以及任何监管机构对该等产品的使用或营销进行限制和禁止的即时通知；(ii)向 BSI 所做出的承诺、保证和声明，在符合性评估后展示 CE 标志时，客户对相关产品的符合性声明在所有方面均准确无误。</p>
<p>6. BSI will not investigate or confirm the truth, accuracy or completeness of any information provided by Client and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client arising out of any incomplete or inaccurate information.</p>	<p>6. BSI 并不调查或确认客户所提供的任何信息的真实性、准确性和完整性，BSI 将不对任何因不完整或不准确的信息而对客户造成的损失、费用或损害承担责任。</p>
<p>7. For testing services, BSI shall be entitled to suspend testing until it receives satisfactory test items, whereupon the agreed timetable for testing shall recommence. If the testing forms part of multiple services, BSI at its sole and absolute discretion may provide and charge for the remainder of the services separately from and without conducting the testing services.</p>	<p>7. 对于测试服务，BSI 有权暂停测试，直至收到符合要求的测试物品，届时双方所商定的测试时间表将重新开始。如果测试是多项服务的一部分，BSI 可自行全权决定在未提供该测试服务时，单独提供其他服务并收取相应费用。</p>
<p>8. If Client wishes to change the date of a site visit or item testing, it must provide BSI with at least 30 days' written notice of its intention to do so.</p>	<p>8. 若客户希望变更现场审核或物品测试的日期，须至少提前 30 天书面通知 BSI。</p>
<p>9. Client acknowledges that regulatory third party observers may accompany BSI from time to time at a site visit but only if subject to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will provide the identity of such observer prior to any visit. Client will not be charged any additional fees for such observer.</p>	<p>9. 客户确认，具有监管职能的第三方观察人员可在现场审核过程中全程陪同 BSI 人员，但需承担与本合同项下 BSI 应向客户承担的同等保密义务。在进行任何现场审核前，BSI 将提供此类观察人员的身份信息。对于此类观察人员，将不向客户收取额外费用。</p>
<p>10. BSI personnel may abort a visit while on Client's site without BSI being in breach of Contract if they believe there is a risk to safety or Client does not comply with relevant health and safety rules.</p>	<p>10. 若 BSI 人员认为存在安全风险或者客户未遵守相关的健康和规则，可中止在客户现场的审核，该等中止不构成 BSI 对本合同的违反。</p>
<p>11. BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable opinion Client does not comply with the requirements of the relevant law, standard, rule or scheme, or fails to comply with any of its obligations under the Contract, or uses BSI's services in such a manner that may be misleading or that may bring BSI into disrepute.</p>	<p>11. 若 BSI 合理认为，客户未遵守相关法律、标准、规则或方案的要求，或未履行其在本合同项下的义务，或以可能具有误导性或影响 BSI 声誉的方式使用 BSI 的服务，BSI 可拒绝颁发任何证明符合法律、标准、规则或方案要求的证书或其他文件，或者撤销或暂停已颁发的此类证书或其他文件。</p>
<p>12. BSI will at all times remain the owner of all certificates and reports that it issues pursuant to the services. BSI grants to Client a limited non-exclusive licence to display a certificate issued by BSI (Certificate) for so long as it remains valid, either under the terms of this Contract or on the face of the Certificate.</p>	<p>12. BSI 将始终是依照服务颁发的所有证书和报告的所有者。BSI 授予客户有限的非独占许可，允许其根据本合同或者证书中的条款在有效期内展示由 BSI 颁发的证书（以下简称“证书”）。</p>

<p>13. The licence in clause 12 includes a non-exclusive licence for Client to display the BSI-owned logo (BSI Logo) or third party-owned logo as specified on the relevant Certificate, on or in conjunction with the products or services to which the Certificate relates, in accordance with the terms of this Contract and, in respect of third party logos, any third party terms. Client may not sublicense or transfer the right to display any Certificate issued by BSI, BSI Logo or third party-owned logo to any other party. Client may not amend the content or change the appearance of the Certificate or the BSI logo. The licence in clauses 12 and 13 ends on expiry or termination for any reason of the Contract or relevant Certificate. On expiry or termination, Client shall cease all use of the relevant BSI Logo or third party-owned logo.</p>	<p>13. 条款 12 中的许可包括展示 BSI 所有的标志（以下简称“BSI 标志”）或相关证书中明确的第三方所有的标志的非独占许可，该等展示应附于与证书相关产品或服务上或与之共同展示，并且应符合本合同项下规定，若为第三方标志，则符合第三方的规定。客户不得向任何其他方分许可或转让展示 BSI 颁发的证书、BSI 标志或第三方所有的标志的权利。客户不得修改证书或 BSI 标志的内容或变更其外观。条款 12 和条款 13 中的许可可在本合同或相关证书到期或因任何原因终止时停用。在本合同或相关证书到期或终止之时，客户应停止以任何形式使用相关 BSI 标志及第三方标志。</p>
<p>14. All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client's use of any BSI Logo shall vest in BSI and to the extent any such rights accrue to Client, Client hereby assigns them to BSI. Client shall only display the BSI Logo in the form approved by BSI, in accordance with any guidelines and instructions provided by BSI from time to time and only in connection with the products and/or services as specified on the relevant Certificate;</p>	<p>14. 任何 BSI 标志的所有知识产权均归属于 BSI。客户使用任何 BSI 标志获得的所有商誉均归属于 BSI，并且在客户获得该等权利的范围，客户据此将其授予 BSI。客户只能以 BSI 认可的形式展示 BSI 标志，并且应符合 BSI 不时提供的任何指导和说明，该等展示应只与相关证书中明确的产品或服务相关。</p>
<p>15. Client shall not use, or apply for registration of, any trade mark which consists of, or comprises, or is confusingly similar to any BSI Logo or do, or omit to do, or permit to be done, any act that, in BSI's reasonable opinion, may weaken, damage or be detrimental to any BSI Logo or the reputation or goodwill associated with the BSI.</p>	<p>15. 客户不得使用或申请注册任何由 BSI 标志组成，包含 BSI 标志或易与其混淆的商标，从事、疏忽或默许他人做出任何 BSI 合理认为可能削弱、损害或使任何 BSI 标志或与 BSI 相关的声誉及商誉受到损害的行为。</p>
<p>16. Client may disclose a report issued by BSI pursuant to its services to any third party provided Client complies with this clause 16. The report must not be amended, abridged or presented in any form other than that issued in final form by BSI. Client agrees to indemnify and hold harmless BSI against all costs, losses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on a report disclosed by Client, whether or not disclosed with BSI's prior written consent.</p>	<p>16. 在遵守本条款 16 的前提下，客户可以向任何第三方披露由 BSI 发布的与其服务相关的报告。不得以任何与 BSI 发布报告的最终形式不同的形式修改、删节或出示报告。客户同意并保证 赔偿 BSI 并使其免于承担所有费用与损失，包括因第三方依据客户披露的报告（无论披露是否获得 BSI 事先书面同意）而致使 BSI 承担或产生的合理的法律费用和诉讼程序。</p>
<p>17. Client will take such action as is necessary to prevent distribution of any counterfeit product purporting to be the Client's product and to which any BSI services may relate. Client will notify BSI of such counterfeit product and its proposals to prevent it from being distributed as soon as possible in writing. At its discretion, BSI may make a public statement concerning the counterfeit product. Failure to comply with this clause 17 is material breach of this Contract.</p>	<p>17. 客户将采取必要行动，以制止任何冒充其产品且与 BSI 服务相关的伪造品的销售。客户应将该等伪造品的情况及制止其进行销售的提案尽快书面告知 BSI。BSI 可自行决定就伪造品发表公开声明。未遵守本条款 17 构成对本合同的重大违约。</p>
<p>18. To appeal the outcome of an accredited service, Client must serve BSI with written notice of appeal within 21 days of receipt of the outcome intended to be appealed. Notice must be addressed to BSI's Compliance and Risk Director.</p>	<p>18. 若对认证服务的结果进行申诉，客户必须在收到拟申诉的结果后 21 天内向 BSI 出具书面申诉通知。该等通知必须寄送至 BSI 的合规与风险总监。</p>
<p>19. Appeals are heard pursuant to the appeals procedure under the accreditation rules governing BSI. The decision of BSI will remain in force pending the outcome of the appeal, which the Client and BSI each agree shall be final.</p>	<p>19. 申诉应根据规范 BSI 的认证规则中的申诉程序予以审查。在申诉结果尚未公布时，BSI 的决定仍然有效，客户和 BSI 均同意申诉结果具有最终效力。</p>

<p>20. For all certification services, BSI may disclose or put into the public domain, on a website or by any other means, Client's name, scope of certification, as well as details of the issuance, suspension, revocation or termination of a Certificate.</p>	<p>20. 对于所有认证服务，BSI 可在网站或者通过其他方式披露、公开客户的名称、认证范围以及证书颁发、暂停、撤销或终止的详细信息。</p>
<p>21. For general testing services not pursuant to a standard or regulation, the testing report will only apply to the actual items tested. Client agrees that such report will not imply or affect the outcome of other tests on a similar item. Such report does not indicate any form of approval, certification, supervision, control or surveillance by BSI.</p>	<p>21. 对于不以标准或法规为依据的一般测试服务，测试报告将仅适用于实际测试的物品。客户同意，此类报告将不会暗示或影响针对类似物品的其他测试结果。此类报告并不表明 BSI 做出任何形式的批准、认证、监督、控制或监管。</p>
<p>22. BSI will keep Client information confidential for a period of 6 years from receipt and delete it thereafter and will not use or disclose it except in the following situations (in which case, BSI shall notify Client if legally able to and within a commercially reasonable time):</p>	<p>22. 自收到客户信息之日起 6 年内，BSI 将对该等信息保密并且在期满后予以删除，除下列情况（在此类情况下，如合法可行，BSI 应在商业上合理的时间内通知客户）外，将不使用或披露客户信息：</p>
<p>a. for the purpose of exercising or performing its obligations under the Contract; or</p>	<p>a. 为了履行本合同所规定的义务；或</p>
<p>b. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or</p>	<p>b. 应法律、任何政府部门、监管或认证机构或有管辖权的法庭的要求；或</p>
<p>c. to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.</p>	<p>c. BSI 合理认为，消费者的健康或安全可能面临风险而需要予以披露。</p>
<p>23. Clause 22 shall not require BSI to delete Client information that it is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction to which BSI may be subject relevant to the services.</p>	<p>23. 条款 22 不得要求 BSI 删除按照适用法律或者是为满足监管机构或有管辖权的部门所提出的 BSI 应遵守的与服务相关的要求而须保留的客户信息。</p>
<p>24. Payment terms are 30 days net. Multiple services are severable and may be invoiced separately. For testing services that last longer than 30 days, BSI may issue interim invoices.</p>	<p>24. 付款期限为 30 天整。多项服务可分开提供并可单独开具发票。对于持续时间超过 30 天的认证或测试服务，BSI 可开具中期发票。</p>
<p>25. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client is to provide the relevant invoice number and its customer account number (as stated on the invoice).</p>	<p>25. 付款只可以电子转账方式记入在 BSI 开具的发票中列明的账户。付款时，客户应提供相关发票号及其客户账号（如发票所注）。</p>
<p>26. Client will pay to BSI (unless due to BSI's fault or a force majeure described in this Contract):</p>	<p>26. 客户将向 BSI 支付（除非由于 BSI 的过错或者本合同所述的不可抗力）：</p>
<p>a. the fees for the services;</p>	<p>a. 服务费用；</p>
<p>b. the current rate for the time BSI is required to spend to investigate any third party complaint, or any alleged non-compliance with the relevant standard, regulation or scheme;</p>	<p>b. 针对 BSI 被要求调查任何第三方投诉或者任何宣称不符合相关标准、法规或方案的情况，BSI 所花费的时间的现行费率；</p>
<p>c. the full fee for a site visit or sample testing if changed by Client on less than 30 days' written notice or for a site visit aborted by BSI due to the grounds in clause 10 above;</p>	<p>c. 针对由客户以不足 30 天书面通知变更的现场审核或者由 BSI 以上述条款 10 为依据中止的现场审核的全部费用；</p>
<p>d. for testing services, the cost of returning or disposing of the test items in an environmentally friendly manner (unless specifically requested by Client otherwise);</p>	<p>d. 对于测试服务，以环境友好方式（除非客户有其他特定要求）退还或处理测试物品的费用；</p>
<p>e. the Annual Management Fee for every year of the Contract;</p>	<p>e. 针对本合同每年的年度管理费；</p>
<p>f. the Application Fee for the first year of the Contract (and, if an initial assessment is not conducted within one year of the Effective Date,</p>	<p>f. 本合同第一年的申请费（若并非 BSI 过失导致在本合同生效起一年内未进行初始评估，客户将需要重新申请此服务并支付进一步申请的费用）；</p>

Client will need to reapply for such services and pay a further Application Fee);	
g. a fee if Client requests to change its details on a Certificate which does not affect its validity and BSI in its sole discretion issues a revised Certificate on the same terms and validity.	g. 如果客户要求变更其证书中的详细信息，并且变更并不影响证书有效性，BSI 有权决定颁发修改后的具有相同条款和有效性的证书，该变更产生的相关费用。
27. BSI's fees are exclusive of value added tax or other tax and surcharges.	27. BSI 的费用不包括增值税或其他税费及附加费。
28. BSI may charge interest on overdue amounts at the rate of 2.5% a year above BSI's bankers' base rate accruing on a daily basis compounded quarterly.	28. BSI 可以对逾期金额收取利息，按照高出 BSI 银行基准利率 2.5% 的年利率收取，按日计息，按季计算复利。
29. BSI may increase its fees annually by no greater than an amount equal to 10% of the fees charged in the year of increase. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. On receipt of such notice, Client may terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice, Client is deemed to accept the higher increase.	29. BSI 可以每年以小于年应付总费用 10% 的幅度提高其费用。BSI 可以超过该幅度提高其费用，但应提前书面通知客户。在收到该等通知后，客户可以提前 30 天书面通知 BSI 终止合同。若客户未提供该书面通知，将视为接受 BSI 提高费用。
30. For testing or healthcare review services, if BSI becomes aware that the time for completing such services will exceed that in the Contract, BSI will stop all tests and inform Client of the associated increase in fees. Client may terminate the services if it does not wish to proceed by providing written notice to BSI and will remain liable for the full test fee for the testing already commenced.	30. 对于测试或医疗保健审查服务，若 BSI 知悉完成此类服务的时间将超过本合同所规定的时间，BSI 将停止所有测试并通知客户将相应增加的费用。若客户无意向继续该服务，可书面告知 BSI 终止服务，但仍需承担已开始测试的全部测试费用。
31. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately; and for testing services, all fees are due and payable if the test items have been received by BSI prior to date of termination.	31. 本合同因任何原因终止之时（除由于 BSI 违反合同外），所有应付未付费用应立即支付；对于测试服务，若在合同终止之日前 BSI 已收到测试物品，所有费用均为到期且应支付。
32. Nothing in this Contract shall limit or exclude BSI's liability to Client for death or personal injury caused by BSI's negligence or fraud or fraudulent misrepresentation.	32. 本合同项下所有规定均不得限制或排除 BSI 因其疏忽导致死亡或人身伤害而应对客户承担的责任，亦不得限制或排除 BSI 因其欺诈或欺诈性虚假陈述而应对客户承担的责任。
33. Subject to clause 32, BSI will not be liable to Client for any loss of profit, loss or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, nor, if testing services are being provided, for damage to any item submitted for testing.	33. 受限于条款 32 的规定，BSI 将不因任何由本合同引起的或与本合同相关的利润损失、商誉损失或损害或者任何间接损失向客户承担责任，无论是合同争议、侵权行为（包括过失）、法定义务的违反或者其他事由，以及，若涉及测试服务的提供，BSI 亦不对任何客户提交的用于测试物品的损坏承担任何责任。
34. Subject to clause 32, the total liability of BSI to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will not exceed an amount equal to the annual fees payable by Client under the Contract. This limitation of BSI's liability will survive termination of the Contract.	34. 受限于条款 32 的规定，BSI 对客户承担的全部责任，无论是由本合同引起的或与本合同相关的任何合同争议、侵权行为（包括过失）、法定义务的违反或者其他事由，不得超过与本合同项下客户每年应支付费用相等的金额。该等对 BSI 责任的限制在本合同终止之后仍然有效。
35. Either party may terminate the Contract at any time by giving the other party not less than 6 calendar months' written notice of its intention to do so.	35. 任一方均可随时终止本合同，但应于至少 6 个日历月前书面通知另一方。
36. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract with immediate effect by notice:	36. 在不影响根据本合同已产生的任何权利的前提下，在以下情形下，BSI 可通过通知终止合同并立即生效：
a. if Client breaches any material obligation and such breach remains unremedied after 30 days from	a. 如果客户违反任何重大义务并且自 BSI 对该违约行为发出通知之日起 30 天内仍未就该等违约行为采取补

the date of notification of such breach by BSI; or	救措施；或者
b. if a material breach is incapable of remedy; or	b. 如果重大违约无法补救；或者
c. if Client challenges the validity or ownership of any BSI intellectual property rights; or	c. 如果客户质疑任何 BSI 的知识产权的有效性或所有权；或者
d. should BSI have reasonable grounds for believing that Client does not comply with the requirements of any law, standard or scheme applicable to its services; or	d. BSI 有合理理由认为客户未遵守适用于其服务的任何法律、标准及方案的要求；或者
e. if, in the reasonable opinion of BSI, Client acts in such a manner that may bring BSI into disrepute.	e. 如果 BSI 合理认为客户以可能影响 BSI 声誉的方式行事。
37. Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party is unable to pay its debts as they fall due, or has appointed a receiver, administrator or manager over its assets, or goes into liquidation (except for the purpose of solvent reconstruction or amalgamation), or enters into a voluntary arrangement with its creditors, or ceases or threatens to cease its business.	37. 在不影响根据本合同已产生的任何权利的前提下，如果一方无法偿还到期债务，或已为其资产指定接收人、管理人或经理人，或进入清算程序（出于重组或合并目的除外），或与其债权人签订自愿偿债安排，或终止或威胁终止其业务，另一方可立即终止本合同。
38. For Conformité Européenne (CE Marking) services:	38. 对于 Conformité Européenne (CE 标志) 服务:
a. Client agrees to indemnify and hold harmless BSI and its group companies against any costs or losses that BSI or its group company may suffer or incur through, arising out of or in connection with, any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions made against BSI or its group company by any third party in relation to: (i) Client's failure to comply with any regulation or law specifically governing CE Marking; (ii) Client's use or display of the CE Marking in relation to the relevant product; (iii) any change made to the product tested, which has not been re-tested by BSI; (iv) the product not being or alleged not to be fit for purpose, whether such allegations are subsequently supported in fact or not. This indemnity shall remain binding after the termination of the Contract.	a. 客户同意赔偿并使 BSI 及其附属公司免于承担因下列因素引发或与之相关的任何费用和损失，包括索赔、请求、诉讼、法庭程序、起诉、损失、判决、损害、费用（包括所有合理的法律费用）、开销、罚款或处罚，或者任何第三方基于以下事项对 BSI 及其附属公司采取措施：(i)客户未遵守任何规范 CE 标志的特定法规或法律；(ii)客户使用或展示与相关产品有关的 CE 标志；(iii)对所测试的产品进行任何变更，但该变更未经 BSI 重新测试；(iv)产品不符合或者被指称不符合目的，无论该等指称事后是否被证实。此免责条款在本合同终止后仍然具有约束力。
b. On termination of a relevant Certificate for any reason which has not been replaced, Client will immediately cease the use and display of the CE Marking on the relevant product, whether sold or not.	b. 若相关证书因任何原因终止且尚未更换，客户应立即停止在其相关产品上使用和展示 CE 标志，无论产品是否售出。
39. A party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond that party's reasonable control. If the period of non-performance continues for sixteen weeks, the party unaffected may terminate the Contract by giving 14 days' advance written notice to the other party.	39. 由于超出一方合理控制的情况导致其无法合理履行义务，该方将不构成违反本合同。如果无法履约时间持续 16 周，未受影响的一方可提前 14 天向另一方发出书面通知以终止本合同。
40. Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.	40. 本合同无任何内容旨在或将促成双方建立合伙关系，或者授权一方作为另一方的代理。
41. The Contract is personal to Client. Client may not assign, transfer or deal in any manner with its rights and obligations under the Contract. BSI may assign its rights under the Contract to a BSI group company.	41. 本合同为客户专有。客户不得以任何方式将其于本合同项下的权利与义务部分让予、转让或进行交易。BSI 可将其于本合同项下的权利转让予 BSI 集团下属公司。
42. The Contract constitutes the entire agreement between	42. 本合同构成双方之间的完整协议，并将替代和取消与本

<p>the parties and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering the Contract, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract.</p>	<p>合同约定事项相关的所有此前的草案、合同、保证、安排和协议（无论书面或口头形式）。各方确认，订立本合同时，未依赖任何本合同中未规定的声明、陈述、保证或协议并且没有与之相应的救济。</p>
<p>43. If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client's standard conditions of purchase or any other document stated to be relating to BSI's services or the Contract, the provisions of the Contract shall prevail.</p>	<p>43. 如果本合同任何条款与任何总服务协议、采购方案、客户的标准采购条件，或者与 BSI 服务或本合同相关的任何其他文件存在不一致，以本合同条款为准。</p>
<p>44. A person who is not a party to the Contract shall not have any rights under or in connection with it.</p>	<p>44. 非本合同一方的人士不享受任何本合同项下或与本合同相关的权利。</p>
<p>45. BSI may amend this Contract from time to time and will notify you in writing of all such amendments.</p>	<p>45. BSI 可以不时对本合同的条款进行修改并且将书面通知对方该等修改。</p>
<p>46. A failure to or delay in enforcing a right or remedy under this Contract does not constitute a waiver of that right or remedy.</p>	<p>46. 未能或延迟行使本合同项下的某项权利或救济并不构成放弃该权利或救济。</p>
<p>47. If this Contract has been translated into a language other than English, the English version will prevail to the extent of any inconsistency with the translation.</p>	<p>47. 若本合同被翻译为英文以外的其他语言，如果翻译版本存在不一致，以英文版本为准。</p>
<p>48. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the Contract shall not be affected.</p>	<p>48. 如果任何法庭或主管部门认为本合同的任何条款（或者条款的任何部分）无效、违法或不可执行，在必要范围内，该条款或者条款的部分内容应视为已删除，本合同其他部分的有效性和可执行性将不受影响。</p>
<p>49. Any notices to a party in connection with the Contract must be in writing and sent by email or delivered to the party's address set out in the Contract.</p>	<p>49. 向一方发出的与本合同相关的任何通知必须采用书面形式，并通过电子邮件发送或者按本合同列明的联系地址递送至另一方。</p>
<p>50. The Contract shall be governed by and construed in accordance with the laws of the PRC.</p>	<p>50. 本合同受中华人民共和国法律管辖并根据中华人民共和国法律解释。</p>
<p>51. Any dispute, controversy or claim arising from or in connection with the Contract, or the breach, termination or invalidity thereof, shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The seat of the arbitration shall be Beijing. The arbitration shall be conducted in accordance with the CIETAC Arbitration Rules in effect at the date of the Request for Arbitration. The arbitral award shall be final and binding upon the Parties.</p>	<p>51. 任何因本合同引起的或与本合同有关的纠纷，争议及索赔，或本合同的违约，终止或无效，均应提交中国国际经济贸易仲裁委员会（CIETAC）仲裁。仲裁地为北京。仲裁应按照仲裁申请之日有效的 CIETAC 仲裁规则进行。仲裁裁决是终局裁决，对双方均具有约束力。</p>

第二部分 IATF 16949 认证规则特定要求（适用于 IATF 16949 认证）

IATF 16949 Scheme Specific Requirements

This document forms part of BSI's Conditions of Contract along with:

本文件同以下文件为 BSI 合同条件的组成部分:

- Quotation and Application for Registration 报价单和认证申请书
- Quotation Explanatory Notes 报价说明
- Terms and Conditions 条款和条件

The following are the additional requirements/differences appropriate to the scheme above, and should be read in conjunction with Quotation Explanatory Notes.

以下内容适用于以上产品的附加说明/差异说明，应与报价说明一同解读。

IATF have indicated that they require that all company seeking IATF16949 certification, obtain and familiarize themselves with the following documents

IATF 指出其要求所有寻求 IATF 16949 认证的公司获得和熟悉以下文件

1. Automotive certification scheme for IATF 16949 -Rules for achieving and maintaining IATF recognition, 5th Edition, 1st November 2016.

IATF16949 汽车认证方案-获得并保持 IATF 认可的规则, 第 5 版, 2016 年 11 月 01 日。

2. Technical Specification IATF16949.

IATF 16949 技术规范。

3. SI(s) Sanctioned Interpretations to the scheme rules and the Technical Specification,

针对产品导则和技术规范的认可解释 SI(s),

4. FAQ(s) Frequently Asked Questions to the scheme Rules and Technical Specification.

针对产品导则和技术规范的常见问题 FAQ(s)。

5. CB Communiqués

CB 交流

Items 1&2 can be purchased through AIAG(www.aiag.org).

第 1 项和第 2 项可通过 AIAG (www.aiag.org) 购买。

Items 3&4 can be downloaded from the IATF Website <http://www.iatfglobaloversight.org/Asan> IATF Contracted certification Body BSI follows these rules and their interpretations. In addition to the above documents, it is the responsibility of the client to have and understand all SIs, FAQ's and CB communications available on the IATF website for achieving and maintaining certification

第 3 项和第 4 项可通过 IATF 网站 <http://www.iatfglobaloversight.org/> 下载。作为 IATF 的协议认证机构, BSI 遵守这些导则和解释。为获得和保持认证, 客户有责任了解以上文件及 IATF 网站上的所有 SIs、FAQ's 和 CB 交流。

1. IATF surcharge IATF 附加费用

IATF charge each Contracted Certification Body a 5% sur charge for each assessment day conducted (initial certification, surveillance, recertification, transfer, and special audits,). This charge will be added to BSI's quoted assessment day rate.

IATF 收取每一家协议认证机构所实施的（初次认证、监督、再认证、转证和特殊审核）每一审核人天 5% 的附加费用。此费用将增加至 BSI 所报价的审核人天费用中。

2. Assessment Process 审核流程

The Initial certification Audit shall be conducted in 2 stages:

初次认证审核须实施两个阶段：

2.1 Stage 1 Audit-Readiness Review 第 1 阶段审核 – 准备程度评审

This assessment will determine if the organization is ready to proceed to the Stage2 certification Audit. Failure of the Stage1 Audit-Readiness Review, will require a full Stage1 Audit- Readiness Review to be conducted again.

此次审核将决定组织是否准备好进入第 2 阶段认证审核。如第 1 阶段审核-准备程度评审失败，需重新实施一次完整的第 1 阶段审核-准备程度评审。

2.2 Stage2- Certification audit 第 2 阶段 – 认证审核

Confirmation of Stage2 Certification Assessment Duration

确认第 2 阶段认证审核人天

The duration of the Stage2 Audit detailed in the quotation is subject to confirmation at Stage1 Audit-Readiness Review stage, and may require amendment dependent upon the findings of the Stage1 Audit-Readiness Review.

在报价中列明的第 2 阶段审核人天由第 1 阶段审核-准备程度评审确认，基于第 1 阶段审核-准备程度评审的发现可能需要修订第 2 阶段审核人天。

Remote Locations(Remote Support Locations) 外部场所（外部支持场所）

All remote support locations will be audited following the successful completion of the Stage1 Audit-Readiness

Review prior to the commencement of the Stage2 Audit of the manufacturing site (In exceptional circumstances, the remote supporting function may be audited before stage 1), during the surveillance audit cycle(as defined in the surveillance audit plan) and prior to during the Recertification Audit of the site.

所有外部支持场所的审核，将在成功完成第 1 阶段审核-准备程度评审之后制造现场的第 2 阶段审核开始之前(特殊状况下外部支持场所的审核可在 Stage1 前进行)、监督审核周期期间（如监督审核计划中定义的）、现场再认证审核之前期间进行。

3. TRANSFERRING CERTIFICATION 转证

3.1 TRANSFERRING FROM IATF16949 WITH AN OTHER REGISTRARTO IATF16949 WITH BSI

从其他注册机构的 IATF 16949 至 BSI 的 IATF 16949 的转换

BSI advises you to notify the your existing certification body about your intent to transfer.

BSI 建议您通知您现在的认证机构您的转移意图。

Prior to a transfer audit being undertaken the following conditions are required to be satisfied:-

在转证审核实施之前，需满足以下条件：

- a. BSI is required to verify that your existing certificate be valid.Organizations with certificates withdrawn or cancelled are not eligible for a transfer audit,
BSI 需验证您现有的证书是有效的。证书被撤销或注销的组织不适宜进行转证审核，
- b. BSI is required to verify that you have not transferred from another certification body within the previous three year period,
BSI 需验证您在过去三年的期间内未从其他认证机构转证，
- c. BSI may not transfer an organization in any IATF OEM special status condition until after the existing certification body has conducted at least one onsite audit to verify the effective implementation of the identified corrective actions,
BSI 可能不会转换 IATF OEM 特殊状态的组织，除非现有认证机构实施至少一次现场审核，以验证被识别的纠正措施得到有效执行，
- d. BSI may not transferan organization where the organization's certificate is insuspension status.If the certificate was suspended within the previous twelve(12)months and the suspension was initiated due to sections 8.1a),b),orc)BSI may not transfer your certificate until after your current certification body has conducted at least one onsite audit to verify the effective implementation of the identified orrective actions,
BSI 可能不会转换证书是暂停状态的组织。如果证书在过去 12 个月内被暂停，并且暂停是由于 8.1a),b),or c)章节，BSI 可能不会转换您的证书，直到您当前的认证机构实施至少一次现场审核，以验证被识别的纠正措施得到有效执行，
- e. BSI is required to obtain from you the audit reports for the last three(3) years,including evidence that all nonconformities issued by your current certification body for the site and any remote support locations are closed. 100% resolution is not acceptable.
BSI 需获得您过去 3 年的审核报告，包括您当前认证机构对现场和外部支持场所提出的不符合项均被关闭的证据。100%解决是不可接受的。
- f. BSI is required to notify you that you shouldnot cancel the contract with your existing certification body prior to the completion of all the transfer activities.
BSI 需通知您在所有转证活动完成前，您不应取消与您现有认证机构的合同。
- g. BSI is required to obtain approval from IATF to transfer your certification prior to undertaking any transfer audit activity.

BSI 需在实施任何转证审核活动之前获得 IATF 对转换您认证的批准。

BSI recommends that you should familiarize yourself with there quirements of the transfer processas specified within the IATF Rules Manual 5th edition and the relevant Sanctioned Interpretations(SI), Frequently Asked Questions and CBC ommuniqués,to ensure that your transfer is completed satisfactorily.

BSI 建议您应熟悉在 IATF 导则手册第 5 版、相关认可解释（SI）、常见问题和 CB 沟通中列明的转证流程要求，以确保您的转证是满足要求的。

4. Other Requirements 其他要求

4.1 PROVISION OF ASSESSMENT REPORTS TO IATF

向 IATF 提供审核报告

As an IATF Contracted Certification Body for IATF16949,BSI is required on occasion to supply audit Reports to IATF for their review,as part of their control of the Contracted Certification Bodies. Your signing of the Application for Registration for IATF16949 will acknowledge this requirement, and act as your authorization to provide any reports requested by IATF.

作为 IATF IATF16949 的协议认证机构，BSI 有时需向 IATF 提供审核报告进行评审，这是他们监控协议认证机构的一部分。当您签署 IATF 16949 注册申请时将了解此要求，并按照 IATF 要求授权提供任何报告。

4.2 IATF WITNESS AUDITS&BSI INTERNAL WITNESS AUDITS IATF 见证审核&BSI 内部见证审核

In order to maintain its status as an IATF Contracted Certification Body for IATF16949, BSI is subject to regular Witness Audits from IATF. Witness audits are conducted at a supplier's site,witnessing an audit team from a certification body during an assessment to verify conformance with all requirements of IATF16949 assessment scheme.

为了保持 IATF 16949 协议认证机构的状态，BSI 将接受 IATF 的常规见证审核。见证审核在供应商现场实施，见证在一个审核期间内认证机构的审核组，以验证满足 IATF 16949 审核方案的所有要求。

Your signing of the Application for Registration for IATF16949 will acknowledge that you may not refuse the requirement to nominate any assessments of your organization as IATF Witness audits,and of your acceptance to afford any access as appropriate to witness auditors,IATF representative or their delegates for this purpose.

当您签署 IATF 16949 注册申请时将了解，您不能拒绝在您组织内进行 IATF 见证审核的要求，您需接受并向为此目的的见证审核员、IATF 代表或他们的授权代表提供适用的访问权限。

BSI is required by the IATF scheme rules to undertake witness audits of its auditors on a regular basis.Your signing of the Application for Registration for IATF16949 will acknowledge that you may not refuse the requirement that any audit undertaken as a part of the IATF certification cycle may be witnessed by BSI to satisfy the scheme requirements.

BSI 按照 IATF 产品导则需按期实施审核员的见证审核。当您签署 IATF 16949 注册申请时将了解，您不能拒绝 BSI 为满足产品要求，对 IATF 认证周期中的任一审核实施的 BSI 见证。

4.3 NOTIFICATION OF CHANGES 变更通知

Signing of this agreement indicates that you agree to notify BSI,within 10 calendar days,or as specified by your customers, of any changes that may affect the capability of the management system to continue to fulfill there quirements of the IATF 16949 certification.

签署本协议说明，您同意在 10 个日历日或按您的顾客规定的时间，将可能影响管理体系能力持续满足 IATF 16949 认证要求的任何变更通知 BSI。

These include, for example,changes relating to:

例如，与以下相关的变更：

a) Legal status,

法律状态，

- b) Commercial status (e.g. joint venture, sub-contracting with other organizations),
商业状态（如合资、与其他组织的分包），
- c) Ownership status (e.g. mergers and acquisitions),
所有权状态（如兼并和收购），
- d) Organization and management (e.g. key managerial, decision making, or technical staff),
组织和管理（如主要管理上的、决策、或技术人员），
- e) Contact address or location,
联系地址或场所，
- f) Scope of operations under the certified management system,
获认证管理体系下的运营范围，
- g) IATF subscribing OEM customer special status (see section 8.0),
IATF 认同的 OEM 顾客特殊状态（参见 8.0 章节），
- h) Major changes to the management system and processes.
管理体系和流程的重大变更。
- i) transfer to a new IATF-recognized certification body.
转移至新的 IATF 认可的认证机构。

BSI may need to conduct a special audit in response to changes listed above.

针对以上所列变化，BSI 可能需要进行特殊审核。

Failure by the client to inform the BSI of a change is considered a breach of the legally enforceable agreement and should result in the issuance of a major nonconformity.

若客户未能向 BSI 通知变更，则视为违反具有法律效力的协议，并应被开出严重不符合。

4.4 PRE-ASSESSMENT 预审核

In accordance with IATF's Rules for Achieving IATF recognition only one pre-assessment is permitted.

依据 IATF 导则对获得 IATF 认可的要求，只允许进行一次预审核。

4.5 ON-SITE TRAINING 现场培训

In accordance with IATF's rules for achieving IATF recognition your Certification Body (CB) is not permitted to provide management system related private training at your facility, or elsewhere, in the 2 years prior to certification.

依据 IATF 导则对获得 IATF 认可的要求，您的认证机构（CB）不允许在认证前 2 年在您的场所或其他地方，提供管理体系相关的非公开培训。

4.6 Exclusion of client's consultant in the audit site/process 审核现场/过程中排除客户咨询顾问

In accordance with IATF's rules, the consultants to your organization cannot be physically present at the client's site during the audit or participate in the audit in any way

依据 IATF 导则要求，您的咨询顾问不得在审核过程中出现在审核现场或以任何形式参与审核

5. IATF Logo IATF 标志

The IATF Logo can only be used on the certificate of registration. It cannot be used in any other way by the certified organization or by the certification body. A copy of the certificate may be published on the client's website, but not the IATF logo on its own.

IATF 标志只得使用在注册证书上。获证组织或认证机构不得以任何其他方式使用该标志。证书复印件可发布在客户的网站上，但 IATF 标志是不得单独使用的。

6. Required Documentation 所需文件

Application for certification 认证申请书

All applicants for IATF16949 certification shall have an authorized representative of their organization supply BSI with the following documentation to enable BSI to provide a quotation:

所有 IATF 认证的申请者须在组织内指定一位授权代表，向 BSI 提供以下文件，以便 BSI 提供报价：

- a) The desired scope of certification and the desired certification structure
希望的认证范围和期望的认证结构
- b) The general features of the organization, including your name and address(es) of the site and all associated remote support location(s), significant aspects of your processes and operations, and any relevant legal obligations,
组织的大致情况，包括现场和所有相关外部支持场所的名称和地址、重要的流程和运营情况、和相关法律义务，
- c) General information relevant to the scope of certification applied for concerning your organization, such as your activities, human and technical resources, functions, and relationship in a larger corporation, if any,
组织申请认证范围相关的大致信息，如您的活动、人力和技术资源、职能、在集团内的关系，如适用，
- d) Information concerning all outsourced processes that your organization utilizes that affect the conformity of your product to the customer stated requirements,
组织所采用的影响产品符合客户要求的外包过程信息，
- e) Information concerning your use of consultancy use relating to your management system,
您使用管理体系相关咨询的信息，
- f) Information concerning product design responsibility
产品设计责任信息
- g) Information on your automotive customers, including any IATF OEM's supplier codes,
您的汽车顾客信息，包括 IATF OEM 供应商代码，
- h) The total number of employees, including fulltime, part time, temporary, or contract at the site and any remote supporting locations.
员工总数，包括全职、兼职、临时员工、或现场和外部支持场所的合同工。
- i) (If existed) information about previous certification to IATF16949, including the name of the previous certification body, audit reports from the previous three (3) year audit cycle, evidence that all

nonconformities are closed, and the status of the certificate (i.e., cancelled, withdrawn or issued).
(如果有)以前 IATF16949 认证的信息, 包括以前认证结构名称, 前三(3)审核周期的审核报告, 所有关闭不符合的证据以及证书状态(即:注销,撤销或颁发)。

Failure of the client to disclose information about previous IATF 16949 certification is considered a breach of the legally enforceable agreement and shall result in the withdrawal of the IATF 16949 certificate or failure to make a positive certification decision.

未能披露以前 IATF16949 认证信息将被视为违反了具有法律效力的协议, 并将导致客户 IATF16949 证书的撤销或不能做出肯定的认证决定。

Prior to the Stage1 Audit,the client shall provide the following to the BSI audit team:

第 1 阶段审核之前, 客户须向 BSI 审核组提供以下信息:

Description of the remote location and support they provide or receive as part of the IATF 16949 clause 4.3.1 and 4.4.1b,

外部场所及该场所作为 IATF 16949 条款 4.3.1 和 4.4.1b 的部分要求所提供或接收支持的描述,

Description of the processes showing the sequence and interaction, including the identification of remote supporting functions and outsourced processes,

显示关联和相互作用的过程描述, 包括识别外部支持职能和外包过程,

Key indicators and performance trends for the previous 12 months,minimum,

至少过去 12 个月的重要指标和绩效趋势,

Evidence that all the requirements of IATF16949 are addressed by the client's processes,

客户的流程中描述 IATF 16949 要求的证据,

Quality manual(for each site audited),including the interactions with support functions onsite or remote,

(每一个审核现场的)质量手册, 包括现场或外部的支持职能的相互作用,

Evidence of one full cycle of internal audits toIATF16949 followed by management review,

一个完整周期的 IATF 16949 内部审核和管理评审的证据,

List of qualified internal auditors and the criteria for qualification,

有资格的内审员清单和资格标准,

List of automotive customers and their customer specific requirements if applicable,

汽车顾客清单和顾客特殊要求如适用,

Customer complaint summary and responses,customer reports/scorecards and special status if applicable.

顾客投诉汇总和反馈, 顾客报告/记分卡和特殊状态如适用。

7. Non-conformances and management corrective actions 不符合项管理和纠正措施

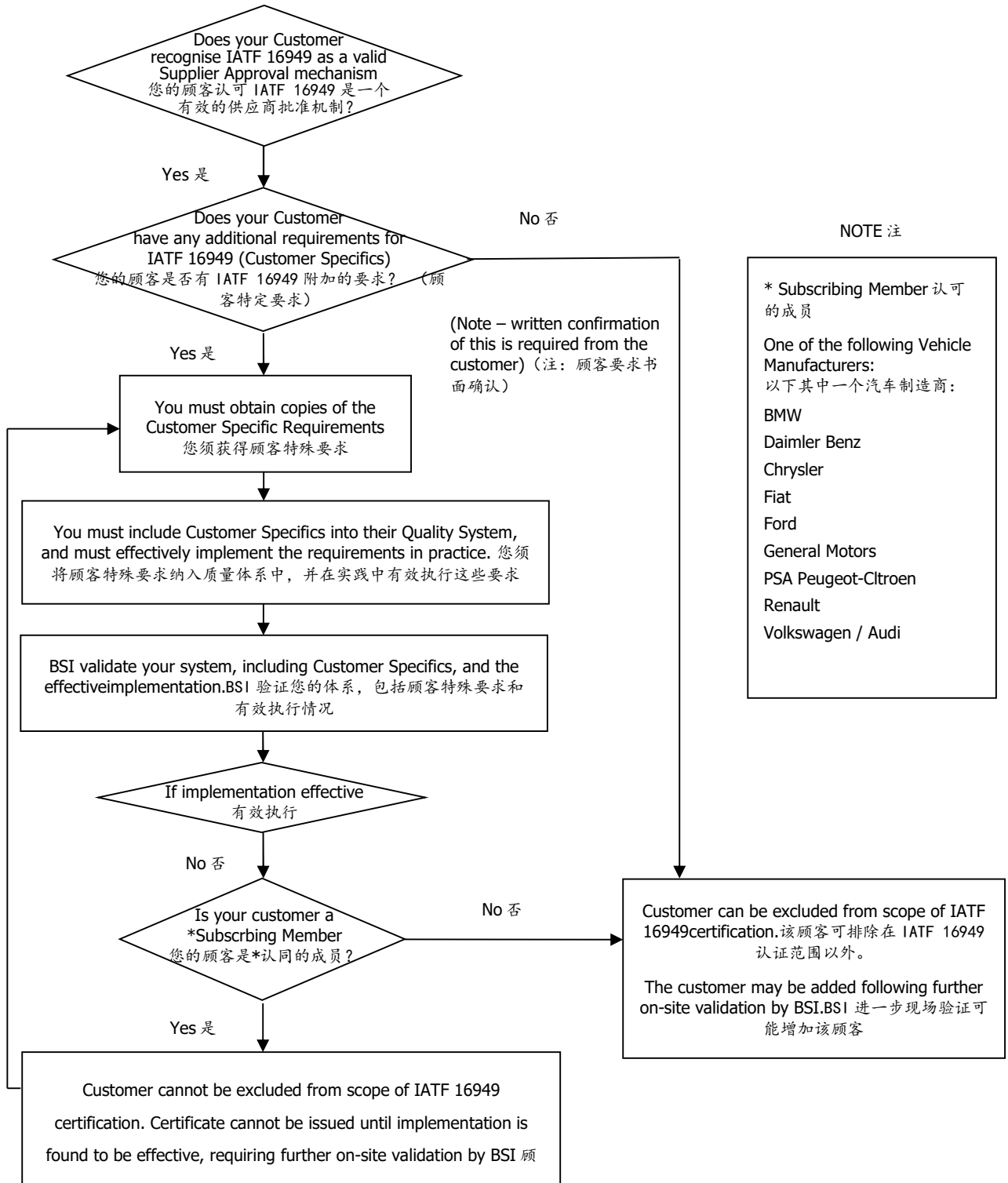
In some instances,a followup site visit is mandated(see rules section5.11)to verify implementation of corrective actions(e.g.A major nonconformity shall require onsite verification of the corrective action).All nonconformities need to be verified on the next visit.Therefore,an appropriate amount of time will be added to the following audit.

在某些情况下, 跟进现场拜访是强制的(参见导则 5.11 章节), 以验证纠正措施的执行情况(如对于重大不符合项须要求现场验证纠正措施)。所有不符合项需在下次拜访中验证。因此, 将增加一个适合的时间进行跟踪审核。

Appendix 1

Customer specific requirements – a decision making process for clients.

客户特定要求



第三部分 ISO 14064 审核服务条款（适用于 ISO 14064 审核）

（一）ISO 14064-1 Services 服务

BSI will carry out verification of the Green House Gas assertion in accordance with the standard ISO 14064-1.

BSI 将按照 ISO 14064-1 进行温室气体排放核查

Principles of Operation

运作原则

BSI will undertake verification according to ISO 14065:2007 – ‘Greenhouse gases – Requirements for greenhouse gas validation and verification bodies for use in accreditation or other forms of recognition’ and ISO 14064-3:2006 Specification with guidance for the validation and verification of greenhouse gas assertions.

BSI 将依据 ISO 14065:2007——“温室气体——温室气体确认和核查机构之审核和其他形式的认证要求”和 ISO 14064-3:2006 温室气体确认和核查标准与指南进行核查。

Principles of verification are as follows:

核查原则如下：

- Impartiality 公正
- Competence 专业能力
- Factual approach to decision making 切合实际的决策方法
- Openness 公开
- Confidentiality 保密

1.Scope of the verification

核查范围

The scope of the verification is understood to be the following:

核查范围如下：

[Describe legal, geographical, operational and physical boundaries of the verification exercise. Include address details of sites to be included in the scope including site contact and contact details].

[描述核查活动的法律、地域、营运和实体的界限。包括被核查公司的地址，在范围中包括公司联系地址和联络细节。]

2. Strategic review

战略评估

BSI will conduct a strategic review of the data to assess the likely nature, scale and complexity of the verification activity. The aim of the strategic review is to assess the likely level of risk of a material misstatement of error in the data.

BSI 将对数据进行战略评估，评估核查活动的性质、广度和复杂程度。战略评估的目的是评估针对数据错误的实质性错误陈述的风险级别。

3. Business risk assessment

业务风险评估

At the end of the strategic review process BSI will confirm whether to continue with the verification work based in the information provided by the client and any subsequent communications. BSI will confirm the accuracy of the fee schedule.

在战略评估的最后，BSI 将根据客户提供的信息和之后进行的沟通，确定是否继续核查工作。BSI 将对收费明细进行确认。

4. Appointing the verification team

指定核查团队

BSI will provide a competent verification team

BSI 将提供一支合格的核查团队

5. Verification sample design

核查抽样设计

BSI will develop a sampling strategy for the verification exercise. “Sampling” means the application of testing procedures to less than 100% of the items within the GHG data to enable the verifier to obtain and evaluate the verification evidence in order to form or assist in forming a conclusion concerning the organisation’s Green House Gas assertion.

BSI 将为核查活动设计抽样策略。“抽样”指对小于 100%的温室气体数据项目进行测试，使核查人能够获取并评估核查证据，总结或协助总结与公司温室气体排放相关的结论。

6. Verification plan

核查计划

The designated team leader will plan the verification exercise based upon

指定的团队负责人将根据下列因素对核查进行计划：

initial assessment of the findings of the strategic review

对战略评估之结果的初步评估

identification of the types of potential material misstatements

识别潜在的实质性错误陈述的类型

consideration of the risks that could cause material misstatements
考虑导致实质性错误陈述的风险

7. Verification exercise

核查活动

BSI will conduct a verification of the Green House Gas documentation in accordance with ISO 14065
BSI 将根据 ISO 14065 对温室气体排放文件体系进行核查。

8. Technical Review, Opinion & Report

技术核查、意见和报告

A BSI verifier will independently review the verification process.BSI will provide a verification opinion and report of detailed findings / recommendations

BSI 核查人将对核查过程进行独立审查。BSI 将就核查结果/建议提供核查意见和报告。

The overall process is described below:

总体流程如下：

Step 步骤	Task Description 任务描述	BSI	Client 客户
	PRE-ENGAGEMENT 合作前		
1	Submission of completed Pre-Verification Questionnaire 提交已完成的核查前问卷调查		X
2	Agreement including Quotation and Terms of Conditions 包括报价和条件条款的协议	X	
3	Submission of signed Agreement and Green House Gas Data 提交签署的协议和温室气体排放数据		X
4	Contract Review 合同审查	X	
	VERIFICATION PROCESS 核查过程		
5	Optional Gap Analysis 可选差距分析	X	
6	Strategic Analysis 文件核查	X	
7	Main Green House Gas Verification 主要温室气体排放核查	X	

8	If necessary, clarifications and corrections 说明与更正, 如有必要		X
9	Verification report 核查报告	X	
10	Technical Review 技术核查	X	
11	Issue of Verification Opinion Statement 出具核查主张声明	X	
12	Miscellaneous 其他	X	

(二) Terms for the Supply of Services 服务条款 (适用于 ISO 14064 审核)

INTRODUCTION

介绍

- (A) The Client has in place various policies and procedures relating to the management of carbon production and emission.
客户已经制定了与温室气体生产和排放管理有关的多项公司政策和流程。
- (B) BSI Management Systems is a company independent of the Client and conducts the business of providing verification services for reports of such policies and procedures.
BSI 管理体系是一家独立于客户的公司，BSI 管理体系为该等政策和流程的报告提供核查服务。
- (C) The Client wishes to engage the services of BSI Management Systems to provide such services under the terms of this Agreement
客户希望按照本协议的约定从 BSI 管理体系得到相关服务。

AGREED TERMS

条款

1. Provision of the Services

服务提供

From the Effective Date, BSI Management Systems, through its own personnel and, to the extent it determines (in its sole discretion) that the same is necessary or advisable in order to perform the Services for the Client, by arranging for and co-coordinating services of other professionals, experts and consultants, shall provide the Services to the Client in accordance with the Scope.

自生效日起，BSI 管理体系通过其自身的工作人员，以及根据自行决定认为向客户实施服务而必要合理的安排及协调其他专业人员、专家及顾问的服务，应按照行业最佳惯例向客户提供上述服务。

2. Scope

范围

2.1 BSI Management Systems shall agree with the Client the Scope of the Services. The Scope of the Services shall include:

BSI 管理体系应与客户就服务的范围达成一致。服务的范围应包括：

- a) The locations of the Client to be subject to assessment; 接受核查的客户的地点；

- b) the extent of the sources and activities of carbon emissions subject to the Services; 服务项下的温室气体排放来源和活动的范围;
- c) the extent of the review for verification and the materiality threshold to be employed in the provision of the Services; 核查的范围以及服务提供中所采用的实质性标准;
- d) the references to which the assessment is to be made (which, unless agreed to the contrary, shall include reference to the Environmental Management Standard). 审核所依据的参考标准 (如无相反约定, 该等参考标准应包括环境管理标准)。

2.2 If, during the performance of the Services, BSI Management Systems is of the opinion that the Scope referred to in 2.1(d) above is inappropriate, it may amend the Scope so as to change the reference of the Services. BSI Management Systems shall inform the Client of such change in the Scope as soon as reasonably practicable, together with the reasons for such change. Such change to the Scope shall not effect the Fee.

如 BSI 管理体系在履行服务的过程中认为上述第 2.1(d)条所规定的范围不合适, BSI 管理体系可以修改范围, 变更服务所依据的参考标准。BSI 管理体系应在该等范围变更后尽其合理和可行的义务尽快通知客户该等变更以及变更的原因。该等范围的变更不应影响费用。

2.3 During the provision of the Services, the Client may request a change in Scope referred to in 2.1(a),(b), (c) or (d) above. BSI Management Systems shall inform the Client of any change in the Fee. The Client shall confirm with BSI Management Systems whether such requested change to the Scope is to be made, in which case the Fee shall be increased in accordance with the daily charge rate of BSI Management Systems, as provided in clause 9 below.

在服务的提供过程中, 客户可以要求变更上述第 2.1(a)、(b)、(c) 或 (d)条所规定的范围。BSI 管理体系应通知客户因此导致的费用的变更。客户应向 BSI 管理体系确认是否需要进行该等范围变更, 如需变更, 则费用应根据下述第 9 条规定的 BSI 管理体系日收费标准相应增加。

3. Preparation of the Verification Report

核查报告的准备

3.1 In providing the Services, BSI Management Systems shall assume that all information that it receives from the Client is true, accurate and complete in all respects.

在服务的提供过程中, BSI 管理体系假定客户提供的所有信息在各方面都是真实、准确和完整的。

3.2 The Client will provide BSI Management Systems with all information relevant to the Scope (including, if requested, minutes of board meetings, management and members meetings) in sufficient detail to enable BSI Management Systems to draw reasonable conclusions therefrom, as well as such other information and explanations which BSI Management Systems may request, which it considers necessary for the performance of the Services.

客户将向 BSI 管理体系提供所有与范围相关的详细信息 (如 BSI 管理体系要求提供, 则包括董事会记录、管理层和管理成员会议记录), 使 BSI 管理体系能够从中总结出合理的结论。BSI 管理体系

认为系履行服务所需要的其他信息和解释，经 BSI 管理体系请求，客户亦应提供。

3.3 The Client will provide access to such personnel and work areas of the Client relevant to the Scope and to such other personnel and areas as BSI Management Systems may at its sole discretion, request, being relevant to the Services.

客户将允许 BSI 管理体系联系与范围相关的客户人员，进入与范围相关的客户工作区域。经 BSI 管理体系请求，BSI 管理体系有权联系与服务相关的其他人员，进入与服务相关的其他区域。

3.4 In preparing the Verification Report, BSI Management Systems will also evaluate the overall presentation of information made available for the purposes of the Services.

在准备核查报告的过程中，为服务之目的所提交的信息还将接受 BSI 管理体系的整体评估。

3.5 All Intellectual Property contained in the Verification Report is the exclusive property of BSI Management Systems and no licence or right to use such Intellectual Property is given in this Agreement.

核查报告中所包含的所有知识产权为 BSI 管理体系排他性所有，本协议不包含任何该等知识产权的使用许可或授权。

3.6 The contents of the Verification Report are prepared by BSI Management Systems solely for the purposes of the assessing the Client's policies and procedures. The Verification Report is for the exclusive use of the Client in this regard only and is not to be relied upon by, or made available to, any other party without prior written consent of BSI Management Systems.

核查报告的内容为 BSI 管理体系所准备，目的仅限于对客户的公司政策和流程的审核。核查报告仅限于客户为上述目的排他性使用，未经 BSI 管理体系事先书面同意，任何第三方不得依赖该核查报告，客户亦不得向任何第三方提供该核查报告。

4. Opinion Statement

主张声明

4.1 On completion of the Verification Report, BSI Management Systems shall provide to the Client an Opinion Statement for publication by the Client. The Opinion Statement shall only be provided if BSI Management Systems is in a position, after completion of the Verification Report, of being able to verify that statements relating to carbon emissions made by the Client in such published reports are not misleading or do not contain material errors.

在完成核查报告后，BSI 管理体系应向客户提供一份主张声明，供客户公开发布。BSI 管理体系仅在完成核查报告并能够核实该等公开的报告中的与客户温室气体排放有关的声明不会产生误导作用或不存在实质性错误时，才能提供主张声明。

4.2 The Opinion Statement shall take the form as near as possible as the model provided. It shall be prepared after consultation with the Client, however, the final wording of the Opinion Statement shall

be decided upon at the sole discretion of BSI Management Systems.

主张声明的格式应与所提供的示例尽可能的保持一致。主张声明的准备应事先与客户进行协商，但 BSI 管理体系有权决定最终的措辞。

4.3 The Opinion Statement shall set out, amongst other things, the full Scope. If some of the statements relating to the Services in the Client's published reports are verifiable, while others are not, an Opinion Statement shall be provided solely in relation to the verifiable statements. The Opinion Statement shall state expressly which statements in the Client's report it is referring to and shall be limited to such statements.

除其他事项外，主张声明还应包括完整的范围。如果与客户公开报告中的服务相关的声明部分可核实，部分不可核实，则主张声明仅针对可核实的部分。主张声明中应明确说明其所针对的客户报告中的声明部分，且应仅限于该等声明。

4.4 If the Client publishes a statement purporting to be the Opinion Statement, which is in wording or a form other than that provided by BSI Management Systems, then the Client shall be deemed to have committed a material breach of this Agreement.

如果客户公开发布其自称为主张声明的陈述，但措辞或格式与 BSI 管理体系所提供的主张声明不同，则应视为客户实质性违反了本协议。

4.5 BSI Management Systems grants the Client anon-exclusive, revocable licence to use the BSI Marks in those of its published reports in which the Opinion Statement appears. The BSI Marks should appear as close to the foot of the Opinion Statement as publishing considerations may reasonably permit. This licence shall terminate immediately on the termination for any reason of this Agreement. BSI 管理体系授予客户非排他的、可撤销的使用许可，客户可在其公开发布的含有主张声明的报告中 使用 BSI 标志。BSI 标志应在合理的发布要求允许的范围内尽量显示在靠近主张声明的底部之处。本协议因任何原因终止，则该许可立即终止。

5. Confidentiality

保密

BSI Management Systems, its staff and agents shall keep confidential all information relating to the Client's business and shall not disclose any such information to any third party, except such information in the public domain or required by law. This confidentially undertaking shall continue for 3 years after termination of this Agreement.

BSI 管理体系及其员工和代理，都应对与客户经营相关的所有信息保密，不得将此类信息披露给任何第三方，除非此信息已被公众知晓，或法律要求公开。上述保密承诺在本协议终止后 3 年仍然有效。

6. Safety

安全

6.1 Prior to BSI Management Systems visiting any premises of or on behalf of the Client, the Client will provide all relevant health and safety information as BSI Management Systems may request from time to time (including but not limited to evidence of full insurance cover for public liability).

在 BSI 管理体系访问客户的营业地或代表客户进行访问前，客户应根据 BSI 管理体系的要求，提供所有与健康和安全相关的信息（包括但不限于公众责任的投保证明）。

6.2 Notwithstanding the provision of such information, if at any time while attending any premises of or on behalf of the Client, the personnel of BSI Management Systems has reason to believe that the Client is not complying with any relevant health and safety regulation, or that the safety of BSI Management Systems personnel is at risk in any way, then such personnel may terminate the visit and BSI Management Systems shall report to the Client in writing the reasons for such termination. In such event, BSI Management Systems shall not attend the effected premises until it is satisfied that such measures are taken to rectify the issues raised in the report. A Fee for any aborted visit shall remain payable in any event.

尽管提供了该等信息，在对被审核方进行现场审核时，只要 BSI 管理体系的工作人员有理由认为被审核方不符合任何相关安全健康的规定，或者 BSI 管理体系的工作人员的的安全受到任何形式的威胁，则该工作人员可以终止审核，BSI 管理体系应向客户书面报告终止的原因。一旦出现上述状况，BSI 管理体系将在报告中所述情况得到改善并对改善的结果满意后重新进入被审核方。在任何情况下因审核中断产生的全部费用均应由客户承担。

7. Responsibility Letter

责任承诺书

Prior to the finalisation of a Verification Report, BSI Management Systems shall require the Client to complete and sign the Responsibility Letter. BSI Management Systems shall not provide the Client with a Verification Report should a Responsibility Letter not be addressed to BSI Management Systems in the form provided by this Agreement. In such cases, the full Fee for such visit shall remain payable in any event. BSI Management Systems reserves the right to attach the signed Responsibility Letter to the Verification Report and the contents of the Responsibility Letter shall be deemed to be an express term of this Agreement.

在核查报告定稿之前，BSI 管理体系会要求被核查方填写并签署责任承诺书。如果客户没有向 BSI 管理体系出具该责任承诺书，那么 BSI 管理体系将不向客户提交核查报告。由此产生的全部费用由客户承担。BSI 管理体系保留将已签署的责任承诺书附在核查报告，并将承诺责任书的内容视作协议的明确条款的权利。

8. Limitation of Liability of BSI Management Systems

BSI 管理体系的责任限制

Except for liability imposed by the law governing this Agreement and for which BSI Management Systems is not permitted to exclude or limit in any way (and which shall not be so limited by the terms of this Agreement), the liability of BSI Management Systems in respect of any single event or series of events for breach of its obligations in this Agreement shall be strictly limited to an amount equal to the lesser of the Fees in the 12

months preceding the date of the event or events giving rise to the loss, or the sum of £50,000.

除本协议的适用的法律强加的责任及不允许以任何方式（不受本协议条款限制）排除或限制 BSI 管理体系的责任外，在每一事件下或一系列事件中，BSI 管理体系对本协议项下的义务违背的责任应严格限制到在该事件或引发损失的事件发生前 12 个月的费用或 50000 英镑中较少的数额。

9. Fees

费用

In consideration for the Services, the Client shall pay the Fees as set out in Quotation to this Agreement. The Fee shall be payable within 15 days following the date of invoice. BSI Management Systems shall be entitled to charge interest at the rate of two and one half per cent over The People's Bank of China from time to time on the amount of the delayed payment for the period of the delay inclusive of the date payment is received. BSI 提供的服务的报酬，客户应按本协议报价中规定的费用付费。该费用应在发票开具日 15 天内支付。若有逾期未缴的费用（拖欠期间包括逾期费用收到日），BSI 有权对该笔费用收取利息，利率将按届时中国人民银行贷款年利率加收 2.5% 为准。

10. Relationship between Parties

双方关系

10.1 This Agreement creates the relationship of service supplier and customer. Nothing contained in this Agreement shall be construed or have effect as constituting any relationship of employer and employee between BSI Management Systems and the Client and the parties shall not hold themselves out as such.

本协议形成服务供应商和顾客的关系。本协议没有任何内容可被解释为 BSI 管理体系和客户之间构成雇主和雇员关系或对 BSI 管理体系和客户之间任何关系造成影响，且双方均不能做出此类声明。

10.2 Nothing contained in this Agreement shall be construed or have effect as constituting a partnership or joint venture between BSI Management Systems and the Client.

本协议没有任何内容可被解释为 BSI 管理体系和客户之间构成合伙或合作关系或对 BSI 管理体系和客户之间任何关系造成影响。

11. Early Termination; Survival

提前终止；存续

11.1 BSI Management Systems shall have the right to terminate this Agreement immediately on the failure of the Client to comply with any of its terms.

若客户未能遵循本协议中任何条款，BSI 管理体系有权立即终止本协议。

11.2 Either party may terminate this Agreement without notice if the other:

如果任何一方出现以下情形，另一方可不通知该方而终止本协议：

- a) becomes insolvent; or 破产；或
- b) an order is made or resolution passed that initiates the liquidation, administration, winding up or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction); 得到命令或通过决议发起对对方的清盘、行政、终止营业或解散（除了合并或重组外）；
- c) or a receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other party; 或对另一方的全部或部分重要资产指定接收人、经理、清算人、管理人、托管人或类似公务人员；
- d) or the other party should enter into or propose any composition or arrangement with its creditors generally; or 或另一方应当与其债权人达成或提议任何合作或安排；或
- e) anything analogous to the foregoing shall occur in any applicable jurisdiction 在任何可适用的管辖权下出现的任何上述类似情形。

12. Notices

通知

12.1 All notices, requests, consents, approvals and other communications required or permitted to be given by or to any party hereto pursuant to this Agreement shall be in writing and shall be deemed to have been duly given only if delivered personally or by facsimile transmission or mailed (first class postage prepaid) to the parties at the above address, or emailed to the local director or manager of the Parties from time to time.

任何一方按照本协议的要求或许可向对方收发的所有通知、要求、同意、批准或其他联络均应以书面形式作出，且只能实时通过个人送达、传真或邮寄（预付航空邮资）的方式送至对方上述地址，或发送电子邮件至对方当地主管或经理。

12.2 All such notices, requests and other communications will (i) if delivered personally to the address as provided above, be deemed given upon delivery; (ii) if delivered by facsimile transmission, be deemed given upon confirmed receipt; (iii) if delivered by mail in the manner described above to the address above, be deemed given upon receipt and if by email to the local director or manager of the Parties from time to time, be deemed to be given upon delivery. Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the other party hereto.

所有该等通知、要求或其他联络(i)由个人送达至上述地址的,在收受时视为送达；(ii)以传真方式发出的，对方确认收到时视为送达；(iii)以邮寄方式送至上述地址的，收到邮件之时视为送达；以电子邮件方式发送给对方当地主管或经理的，发送邮件时即视为送达。任何一方可不时改变其地址、传真号码或其他收发通知的相关信息，但是必须依照上述规定将改变的详细内容通知对方。

13. Miscellaneous

其他

13.1 Counterparts 副本

This Agreement may be executed in any number of separate counterparts, each of which shall be an original, but all of which shall together constitute one instrument.

本协议各方可签署任何数量的协议文本，每份文本均视为原件，所有文本构成同一份文据。

13.2 Variation 变更

Any variation of this Agreement shall be in writing and signed by or on behalf of the parties.

本协议的任何变更应以书面形式作出并由双方或双方的授权代表签署。

13.3 Waiver 弃权

Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any attempt to seek to enforce such right or remedy.

本协议项下任何权利的放弃均应以书面形式由弃权方传达给对方，并且其效力只局限于该书面通知中规定的情形。没有或延迟行使本协议约定或法律规定的任何权利或救济不构成对该等权利或救济的放弃或阻止任何企图寻求强迫实施该等权利或救济。

13.4 Assignment 转让

BSI Management Systems may assign this Agreement to any Group Company. The Client may not assign this Agreement without the prior written consent of BSI Management Systems.

BSI 可以将本协议转让给集团内的公司，客户在没有经得 BSI 书面同意前不得将本协议转让给其他公司。

13.5 Severability 协议中止

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties to this Agreement hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

本协议的任何规定在任何管辖权下被禁止或不可执行，在该等管辖权内，不影响其他规定的效力。在任何管辖权下的任何该等限制或不可执行性不应使该等规定在任何其他管辖权中无效或不可执行。如果适用法律允许，本协议各方放弃在任何方面限制协议任何规定或使其不可执行的任何法律规定。

13.6 Force Majeure 不可抗力

Any failure or delay of either of the Parties to perform any obligation under this Agreement solely by reason of circumstances reasonably foreseeable and beyond their reasonable control shall not be deemed to be a breach of this Agreement; provided, that the party so prevented from complying with

this Agreement shall not have caused such circumstances, shall have used reasonable diligence to avoid such them and ameliorate the effects, and shall continue to take all actions within its power to comply as fully as possible with the terms of this Agreement.

任何一方仅因为合理预见的或者不可控制的情形而未能或延迟履行本协议项下的任何义务，将不视为对本协议的违约；前提是该方不得引发该等情形，应尽力避免该等情形并且尽量减小该等情形的影响，并且应继续采取所有可能的措施尽可能充分遵循本协议条款。

13.7 Third Party Rights 第三方权利

Nothing in this Agreement is intended to confer on any person who is not a party to this Agreement any right to enforce any term of this Agreement.

本协议没有任何内容可以用来授予非本协议相关方的任何人执行本协议任何条款的权利。

13.8 Entire Agreement 整个协议

This Agreement supersedes any and all oral or written agreements or understandings made prior to the date of this Agreement between the Parties and relating to its subject matter, and contains the entire agreement of the Parties, with respect to the subject matter hereof.

本协议取代双方在此之前达成的关于此事项的所有口头或书面协议及备忘录，包括双方关于此事项的完整协议。

13.9 Governing Law 管辖法律

This Agreement shall be governed by and construed in accordance with the laws of PRC and the courts of PRC shall have exclusive jurisdiction.

本协议受中国法律管辖，由中国法律解释。中国法院有排他的管辖权。

第四部分 IECQ APPEALS (适用于 QC080000 认证)

PP976

Circular Letter 68

Issue 2 (October 2018)

IECQ APPEALS

1 Appeals against any decision made by BSI To appeal the outcome of an accredited service, Client must serve BSI with written notice of appeal within 21 days of receipt of the outcome intended to be appealed. Notice must be addressed to BSI's Compliance and Risk Director.

Appeals are heard pursuant to the appeals procedure under the accreditation rules governing BSI. The decision of BSI will remain in force pending the outcome of the appeal, which the Client and BSI each agree shall be final.

For a copy of the BSI Terms of Service, please contact your local bsi office.

2 Appeals to IECQ: Should an IECQ Certified Organization or applicant be refused the issuing of an IECQ Certificate or be the subject of suspension or cancellation of an IECQ Certificate and disagree with this decision they may lodge an appeal to the IECQ Board of Appeals only after lodging a formal appeal through the IECQ CB's own appeal procedures.

Applications for IECQ appeals are made in accordance with IECQ CA 01 and IECQ 01-S

第五部分 SA 8000 条款（适用于 SA 8000 认证）

BSI 将进行特殊审核，可能会需要进入客户的办公场所（事先宣布的或未宣布的）。

特殊审核将在发生以下情形是进行：

- a) 客户组织的 SA 8000 认证范围的延展/扩大。
- b) 调查可能的审核人员贿赂行为。
- c) 调查投诉，无论是否来自内部的，从股东、从客户组织或从 SAAS。
- d) 作为验证/确认审核过程的一部分。
- e) 现场确认，由 BSI 客户制定的 CAP 对重大或严重不符合项响应的有效性。
- f) BSI 应对 SA 认证组织随机进行确认审核，如发现该认证组织不够资格持续持有 SA 8000 认证，我们将暂停 SA8000:2014 证书。