

BSI 标准服务条款 BSI Standard Terms of Service

第1部分 合同

BSI向您提供服务的合同由本服务条款和一个或多个附录组成，附录的多少取决于您从BSI购买的具体服务。

这些附录是

附录A - 测试服务

定义

在本服务条款中，以下词语的含义如下所示：

合同 - 指订单和订单上标明的相关服务条款，具体取决于您要求的服务。

您/您的 - 指签署订单的一方。

BSI/我们/我们的 - 指与您签署订单的BSI公司。

订单 - 指BSI报价单、工作表或您签署的同意从BSI购买服务的此类其他文件。

服务 - 指BSI根据合同向您拟提供的规定于订单中的服务。

BSI标识 - 指由BSI拥有或控制的任何商标、认证标志、设计或图案，这些标识可能由BSI许可给您供您有限使用。

第2部分 BSI的商业道德准则

BSI严格按照《商业道德准则》经营业务。该《商业道德准则》可在此找到：

BSI员工、代理和其他代表都不得提供或接受可能被解释为行贿的金钱或馈赠，或签订可被解释为腐败行为的协议。

BSI将在整个合同期限内实施政策和流程，确保遵守《商业道德准则》，并在适用情形下执行该准则。

第3部分 一般操作规定

费用和支付

(支付条款) 您应在订单载明的日期内全额支付BSI出具的每张发票费用，并将清算资金汇入BSI指定的银行账户。

(费用和支出) 订单中应载明服务费。此外，BSI有权向您收取服务提供过程中合理产生的任何实付开支（如差旅费、住宿费和其他费用及开支）。

(费用增加) BSI可在任何时候向您发出通知后提高费用。如果您不接受我们提高费用，您可以终止本合同，但是您必须在BSI发出通知之日起不迟于45天书面通知BSI，并且您应承担截止合同终止生效日时产生的所有费用和开支。

(欠付金额的利息) 如果您未根据合同向BSI支付任何到期应付款项，BSI可能会按中国人民银行不定期发布的基本贷款利率对未付金额收取利息，利息计算期限为欠付日到实际支付日。

(第三方支付) 如果您安排某第三方支付BSI的任何费用或收费，您仍然需要承担该第三方在到期日未全额支付的金额。

申诉

如果您打算对BSI做出的某项决策提起申诉，您必须在收到BSI决策的21天之内发出您将要提起申诉的书面通知。您的通知必须寄至BSI的合规与风险总监。

一旦收到您的申诉通知，BSI的合规与风险总监将告知您申诉裁定的流程。所有申诉将由依据BSI治理评审规则设立的独立申诉小组裁定。BSI做出的决策在申诉小组裁定之前仍具有效力。根据裁定流程做出的裁定具有最终效力。

不可抗力

如果因超出合理控制的情形使得履行合同下的义务不再可能，那么BSI或您都不构成对合同的违反。在这种情形下，受影响的一方有权合理延长履行该等义务的时间。

Part 1 The Contract

The Contract under which BSI is to provide services to you consists of these Terms of Service and one or more of the Appendices attached to it, depending on what is relevant to the particular services you are to purchase from BSI.

The Appendices are

Appendix A – Testing Services

Definitions

In these Terms of Service, these words have specific meaning:

The Contract – means the Order and the relevant provisions of these Terms of Service as indicated by the Order depending on which services you have requested.

you / your – means the party who has signed the Order.

BSI/we/our – the BSI company with whom you have signed the Order.

the Order- means the BSI quotation, statement of work or such other document that you have signed to agree on the Services from BSI.

the Services – means the services described in the Order to be provided by BSI to you pursuant to the Contract.

BSI logos – means any trade mark, certification mark, design or device owned or controlled by BSI which you may be permitted to use under a limited licence provided by BSI.

Part 2 BSI's Code of Business Ethics

BSI conducts its business strictly in accordance with its Code of Business Ethics. The Code of Business Ethics may be found here:

<http://www.bsigroup.com/upload/governance/business-ethics/bsi-code-of-business-ethics.pdf>

BSI employees, agents and other representatives are prohibited from giving or receiving money or gifts which could be construed as bribes or entering into arrangements that are construed as corrupt practices.

BSI has and will maintain in place throughout the term of the Contract policies and procedures to ensure compliance with its Code of Business Ethics, and will enforce them where appropriate.

Part 3 General Operational Provisions

Fees and Payments

(Payment terms) You will pay every invoice submitted by BSI within the number of days stated on the Order in full and in cleared funds to a bank account nominated by BSI.

(Fees and Expenses) The fees for the Services will be set out in the Order. In addition, BSI will be entitled to charge you for any out-of-pocket expenses reasonably incurred in providing the Services (such as travel, accommodation and other costs and other expenses).

(Increase in fees) BSI may increase its fees at any time by giving you notice. If we increase our fees and you do not accept the increase, you may terminate the Contract but you must notify BSI in writing not more than 45 days following the date of BSI's notice and you will be liable for all fees and expenses up to the effective date of termination.

(Interest on overdue amounts) If you fail to make a payment due to BSI under the Contract by its due date, BSI may charge interest on the overdue amount at the rate equivalent to the base lending rate from time to time of the People's Bank of China from the due date until the date of actual payment.

(If a third party is to pay) If you arrange for a third party to pay any of BSI's fees or charges, you remain liable to the extent that the third party does not pay in full by the due date.

Appeals

If you wish to appeal a decision made by BSI, you must serve written notice of your intention to appeal within 21 days of receipt of the BSI decision. Your notice must be addressed to the Compliance and Risk Director at BSI.

Once your notice of appeal has been received, the Compliance and Risk Director at BSI will notify you of the procedure under which your appeal will be heard. All appeals are heard by an independent appeals panel, established under the accreditation rules governing BSI. The decision of BSI will remain in force pending the decision of the appeals panel. A decision made pursuant to the appeals procedure shall be final.

Force Majeure

Neither you nor BSI will be in breach of the Contract if it is not reasonably possible to perform an obligation under the Contract due to circumstances beyond its reasonable control. In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations.

不披露机密信息

如果机密信息以书面形式披露，您应明确将其标记为机密或秘密。如果机密信息以口头披露，您应说明其为机密信息，并且应在10日内向BSI进行书面确认。机密信息指以机密性明确向BSI告知的与您业务相关的所有信息以及向BSI披露的与服务相关的信息，但是不应包括以下信息：

公众可普遍获得或成为公众可普遍获得的信息（但因BSI违反合同披露的除外）；或

在您披露前就已经为BSI知悉的信息。

BSI获得机密信息后应在2年内对其进行保密，不得使用或披露，但：行使合同下权利或履行合同约定义务的除外；或

法律、任何政府部门或其他监管部门或认证部门、或法院或其他有管辖权的部门要求使用或披露的除外。

在这种情况下，BSI无需将该等披露告知您，也无需反对此类部门作出的任何要求。

BSI网站

BSI在其网站上使用‘COOKIES’，COOKIES是一种置于访客计算机上的文本文件。COOKIES被用来以匿名形式收集互联网登陆信息和访客行为信息，但是包含访客的IP地址。BSI利用这些信息评估访客对其网站的使用，并形成网站活动的数据统计报告。一旦您访问BSI的任何网站，即视为您同意BSI以上述目的在您的计算机上放置‘COOKIES’。

第4部分 相互责任**提供信息的一般义务**

您承认您的信息对BSI提供服务非常重要。因此，您应向BSI及其指定的任何个人提供以下信息以便于其提供服务：

与服务有关的所有信息，包括（如果相关）测试校正；

完整、准确并且无误的信息；
您首次向BSI提供信息后的所有变动详情；以及

BSI可能要求的与服务相关的任何附加信息。

义务为持续性义务，在本合同有效期间应持续存在。BSI假设您提供的所有信息在所有方面均真实、准确而完整。

标志的使用

您必须按照相关指南文件、标准、法规或指令的要求展示服务授权的所有标志。

准予您使用BSI标识的任何许可为非独占许可，并且是私人许可。您不可将任何标志的使用权转许可给其他任何人。您不可擅自改动或更改标志的外观，只能根据BSI的指示展示标志。

一旦展示标志的许可因任何原因取消，您应立即停止展示标志，并且停止在任何材料中引用它们。

第5部分 现场拜访

如果服务包括现场拜访，则本部分包含在合同中。

审核员的资格和选定

BSI保证，所有的审核拜访将由符合您预期的有资质的审核员实施，他们都具备精湛的业务技能和谨慎认真的态度。BSI可自行决定，选择合适的审核员进入您的场所执行审核。BSI可在任何时候变更审核员。BSI可指定任何审核员执行以后的审核。在这种情况下，无需收取额外的费用。

您在审核实施前至少30日可要求BSI变更审核员，但是您应同意支付BSI提供其他审核员所产生的任何额外费用或支出。如果没有合适的审核员可指定，BSI可能会拒绝您的要求。

安排拜访

BSI将安排拜访您的场所或订单中明确指定的场所，或拜访稍后与您书面约定的场所。除非拜访不需要事先通知，BSI都会在拜访前的合理时间内告知您即将进行审核拜访。如果拜访时间表由相关的标准或计划确定，BSI将遵守此时间表。如果拜访的频次不固定，BSI将自行决定安排拜访频次。

（拜访日期的变更）任何一方可变更拜访日期。为进行变更：

如果您变更拜访日期：您必须不迟于30日向BSI发出事先通知后进行变更。如果您未发出要求的通知，您必须支付原定拜访的全部费用。您不可以延迟拜访日期；如果延迟，您的认证将会失去效力。

Non Disclosure of Confidential Information

If Confidential Information is disclosed in written form, you shall clearly mark it as confidential or secret. If Confidential information is disclosed orally, you shall clarify it as Confidential as well as you shall confirm it to BSI in written within 10 days. Confidential Information means all information explicitly notified to BSI as of a confidential nature relating to your business and disclosed to BSI in connection with the Services, but does not include information that:

is or becomes generally available to the public (other than as a result of its disclosure by BSI in breach of the Contract); or was known to BSI before you disclosed it.

BSI will keep Confidential Information confidential for a period of 2 years after it has received it and will not use or disclose it:

except for the purpose of exercising or performing its rights and obligations under the Contract; or

to the extent required by law, or by any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.

In these cases, BSI will not be required to notify you of such disclosure and will not be required to oppose any demand made by such entities.

BSI Website

BSI uses 'cookies' on its websites, which are text files placed on a visitor's computer. Cookies are used to collect internet log information and visitor behaviour information in an anonymous form, save that it includes a visitor's IP address. BSI uses this information to evaluate visitors' use of its websites and to compile statistical reports on website activity. By visiting any BSI website you agree that BSI may place 'cookies' on your computers for this purpose.

Part 4 Mutual Responsibilities**General Duty to Provide Information**

You acknowledge that your information is material to BSI providing the Services. Accordingly, you will provide to BSI and any individual appointed by BSI to conduct the Services:

all information relevant to the Services, including, if relevant, test calibrations; information that is complete, accurate and not misleading;

full details of any changes to the information since you first provided it to BSI; and

any additional information that BSI may request as being relevant to the Services.

This duty is a continuing one and lasts for the duration of the Contract. BSI will assume that all information that you provide is true, accurate and complete in all respects.

Use of Marks

You must display all marks authorised by the Services in accordance with the requirements of the relevant guidance document, standard, regulation or directive. Any licence to use the BSI logos with which you may be issued will be non-exclusive and personal to you. You may not sub-licence the use of any marks to anyone else. You may not tamper with or change the appearance of the marks. You may only display the marks in accordance with the instructions of BSI.

On cancellation of a licence to display the marks for whatever reason, you will immediately cease to display them and discontinue any reference to them in any materials.

Part 5 Site Visits

This Part is included in the Contract if the Services include site visits.

Qualification and Selection of Assessors

BSI warrants that all assessment visits will be performed by appropriately qualified and trained assessors with the skill, care and diligence as may be reasonable for you to expect. In its absolute discretion, BSI will select the appropriate assessors to perform the assessments at your sites. BSI may change the assessor at any time. BSI may appoint any assessor to perform future assessments. In such event, no additional fees will be charged.

You may request BSI to change the assessor at least 30 days before an assessment has started, provided that you agree to pay any additional fees or expenses incurred by BSI in providing an alternative assessor. If no appropriate assessor is available, BSI may refuse your request.

Arrangement of Visits

BSI will arrange visits to your site or sites as expressly described on the Order, or, if later, as may be expressly agreed with you in writing. Unless an unannounced visit is necessary, BSI will inform you of the assessment visits within a reasonable time in advance of the visits. If the timetable for visits is determined by the relevant standard or scheme, BSI will comply with that timetable. If the frequency of visits is not fixed, BSI will arrange them at its reasonable discretion.

(Change of date of visit) Either party may change the date of a visit. In order to do this:

if you change the date of the visit: you must do so by giving not fewer than 30 days advance notice to BSI. If you fail to give the required notice, you will be liable to pay the full fee for the originally booked visit. You may not delay the date of a visit if to do so would have the effect of invalidating your certification.

...making excellence a habit.

如果由BSI变更拜访日期：BSI可在原定拜访日期24小时前的任何时候变更拜访日期，但BSI须联系您与您约定新的日期。

在特定情形下（例如没有遵守相关的标准），BSI可能有必要进行额外拜访。您应按额外拜访时适用的BSI标准审核日费率承担任何额外拜访的费用。

未提前通知的拜访和观察拜访

BSI将遵守任何标准或计划实施不提前通知的拜访。因此，当审核员到达场地时您应允许其进入，并向审核员提供其合理要求的所有相关资料。

BSI的审核员可能有第三方观察员的不定时陪同，观察员是为了对审核做证明。BSI会在拜访前的合理时间内，告知您拜访将有观察员陪同，并向您提供观察员的身份。如确认审核-认可机构对乙方的监督活动，是通过直接对甲方管理体系运行及审核过程进行非预先通知的现场认证。乙方应对认可机构的现场验证工作予以配合。

审核员的健康及安全

（我们遵守与您或第三方现场有关的规定）BSI将尽最大的合理可能，遵守您安排拜访时向BSI告知的适用于现场访客和现场审核员的所有健康、安全规定以及任何其他合理的合理安全要求。如果因BSI遵守这些规定和其他要求，而妨碍BSI提供服务，应视为BSI不违反合同，并且您仍须全额支付服务费用。在提交要求访问第三方场所的订单时，您应保证您与该第三方具有相关关系，可允许BSI以合同目的进入其场所。

（危险因素）当审核员进入您的场所时，您应负责提供审核员可能接触的危险或风险相关的充分资料。此外您还应提供合适的监督级别和个人防护设备，将您的场所内可能会对审核员产生风险的任何事件或事故告知BSI。

（BSI中止拜访的权利）如果在现场拜访时，审核员有理由认为您没有遵守相关的健康和安全规定，或者审核员在任何方面处于危险中，那么审核员可以中止拜访。此时，BSI将向您报告终止拜访的理由。在这种情形下，应视为BSI不违反合同，并且您仍须全额支付服务费用。BSI将不会进入受影响的场所，直到报告的问题得到解决。

第6部分 证书

本部分将根据BSI提供的证书包含在任何服务合同中。

证书

（无自动认证权）本合同不提供自动认证权。如果BSI在不考虑您的利益的前提下独立判断认为认证过程或测试过程取得成功，则BSI将授予您一项证书。

（BSI拒绝、吊销或撤销证书的权利）如果BSI合理认为发生以下事项，可自行决定拒绝证书、或撤销或吊销已经签发的证书：

您不符合、或未持续符合相关的标准或法规，或

您修改了测试项目所表示的并且与某项证书相关的产品的任何规格；或

您未向BSI提供可能会影响BSI决定签发证书或延长证书期限的任何资料；或

您未持续遵守提供资料的义务；或

您未根据合同向BSI支付任何应付费用；或

BSI合理认为您使用证书的方式具有误导性或可能会破坏BSI的声誉。

如果BSI撤销某项证书，您应将该项证书和相关的认证报告返回给BSI，并销毁该项证书及报告的任何副本，停止使用或发布各副本的电子版本。

（所有权）BSI将在任何时候都拥有证书的所有权。BSI授予您以有限许可在您的场所或您的产品上展示证书（并附带BSI标识或认证标志）（但应仅限于与该项证书有关的范围），只要该项证书仍具有效力。您不得将展示证书（或附带BSI标识或认证标志）的权利转让给任何其他方。您不得修改或更改证书、BSI标识或证书标志的外观或内容。

（证书详情的更改）如果您打算更改证书的任何详情，您需要将要求的更改通知BSI。如果BSI合理认为此类更改不会影响证书的效力，则BSI可对同样的条款和同样的证书期限签发经过修改的证书。据此，BSI将收取其不定期确定的管理费用。

（您的证书状态的公布）BSI可将您的姓名、您的证书范围、证书签发、吊销、撤销或终止证书的详情公布于众（用网站或BSI自行认为的任何其他方式公布）。

if BSI changes the date of the visit: BSI may do this at any time up to 24 hours prior to the booked date of the visit, whereupon BSI will contact you to agree a revised date.

In certain circumstances (such as non-compliance with the relevant standard) it may be necessary for BSI to make additional visits. You will be liable for the fee for any additional visits at BSI's standard assessment day rate applicable at the time of the additional visit.

Unannounced and Observed Visits

BSI will comply with any standard or scheme that requires unannounced visits. You will permit access to the relevant site on the arrival of an assessor as well as to all relevant information that may reasonably be required by the assessor.

BSI's assessor may be accompanied by a third party observer from time to time, who is to witness an assessment. BSI will inform you, as well as provide you with the identity of the observer, within a reasonable time prior to the visit.

Assessors' Health and Safety

（Our observance of rules on your or a third party's premises）BSI will observe, as far as it is reasonably able, all health and safety rules and any other reasonable security requirements applicable to visitors to the premises that you notify to BSI at the time of arranging a visit, and to the assessor on arrival at the site. If, by observing these rules and other requirements, BSI is prevented from providing the Services, BSI will not be in breach of the Contract and you will be required to pay in full for the Services. In submitting an Order that requires a visit to a third party's premises, you warrant that you have a relationship with the third party that permits BSI to attend its premises for the purposes of the Contract.

（Hazards）When an assessor attends your premises, you are responsible for ensuring that adequate information is given on the hazards and risks to which the assessor may be exposed. You will provide an appropriate level of supervision as well as personal protective equipment. You will notify BSI of any event, accident or incident on your premises which could pose a risk to an assessor.

（BSI's right to abort a visit）If, while on your premises, the assessor has reason to believe that you are not complying with the relevant health and safety rules, or that the assessor's safety is at risk in any way, then the assessor may abort the visit. BSI will report to you the reasons for the termination of the visit. In such an event, BSI will not be in breach of the Contract and you will be required to pay in full for the Services. BSI will not attend the affected premises again until it is satisfied that the issues so reported have been resolved.

Part 6 Certificates

This Part is included in the Contract for any Service pursuant to which BSI shall provide a certificate.

Certificates

（No automatic right to a certificate）The Contract does not give you an automatic right to a certificate. You will be awarded a certificate if the certification or testing process is successful, in BSI's absolute judgement acting independently to your interests.

（BSI's right to refuse a certificate, or to suspend or revoke it）At its sole discretion, BSI may refuse to issue a certificate, or revoke or suspend an issued certificate, if in its reasonable opinion:

you do not meet, or fail to continue to meet, the relevant standard or regulation; or

you amend any specification of the product of which the test item was representative and to which a certificate relates; or

you fail to disclose any information to BSI that may affect BSI's decision to issue or continue the certificate; or

you fail to comply with the continuing obligation to supply information; or

you fail to pay any fees due to BSI under the Contract; or

in the opinion of BSI, you use the certificate in a manner that may be misleading or that may bring BSI into disrepute.

If BSI revokes an issued certificate, you will return the certificate and the accompanying certification reports to BSI and destroy any copies and cease using or posting electronic versions of each.

（Ownership）BSI will at all times remain the owner of a certificate. BSI grants you a limited licence to display the certificate (and any accompanying BSI logo or certification mark) at your premises or on your products (but only in so far as the scope of the certificate is relevant) for so long as the certificate remains valid. You may not transfer the right to display the certificate (or the accompanying BSI logo or certification mark) to any other party. You may not amend the content or change the appearance of the certificate or the BSI logo or certification mark.

（Change of details on a certificate）If you wish to change any details on a certificate, you will notify BSI of the required changes. If, in the reasonable opinion of BSI, such changes will not affect the validity of the certificate, BSI may issue a revised certificate on the same terms and for the same period of validity as the replaced certificate. BSI will charge an administration fee to be determined by BSI from time to time.

（Publication of your certification status）BSI may put into the public domain your name, the scope of your certification, as well as details of the issuance, suspension, revocation or termination of a certificate (either on a web site or by any other manner that BSI may, at its sole discretion, determine).

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认证报告

(所有权) BSI将在任何时候都拥有认证报告的所有权。BSI授予您以有限许可可使用支持认证的认证报告, 只要相关认证仍具有效力。一旦本合同因任何原因终止, 或相关的认证到期、被吊销或撤销, 认证报告也应被撤销。

(您对认证报告的披露) 如果您对任何其他方披露认证报告, 该报告不得经过修改或删除, 不得以BSI制作认证时的形式以外的任何形式展示。如果您确实要披露认证报告, 您同意使BSI免受第三方因依据该认证报告而对BSI产生的或由此引起的所有索赔、程序、费用、支出和责任, 而不管披露给该第三方时有无经过BSI的事先书面同意。

第7部分 标准合约规定**弥补**

如果您或BSI未行使或延迟行使任何权利或弥补(或仅部分行使权利或弥补), 不应视为对该权利或弥补或任何其他权利或弥补的放弃, 也不得妨碍或限制对该权利或弥补或任何其他权利或弥补的进一步行使。

合同规定的权利和弥补是对管辖合同的法律规定的任何权利或弥补的补充, 而非排除。合同一方以外的任何人无权执行本合同的任何条款。

对BSI责任的限制

BSI向您承担的责任应限于管辖合同的法律规定BSI限制的范围。

据此, BSI不向您承担任何利润损失或合同产生的或与合同有关的任何间接或后续损失; BSI就合同产生的或与合同有关的所有其他损失向您承担的全部责任不应超过您根据合同应支付的与服务相关的费用。对BSI责任的限制在合同终止后仍然有效。

无合伙或代理关系

本合同不在您和BSI之间创设合伙、合营或代理关系。本合同不授权任何一方代表另一方订立或签订任何承诺。

不转让

除非任何附录明确允许, 本合同对双方而言属私人合同, 任何一方不可转让或以任何方式交易其在本合同下的任何权利和义务。各方确认, 其仅代表自身而非任何其他人行事。

但是, BSI可将其在本合同下的任何权利和义务转让或订立分契转让给其集团成员。BSI集团成员为英国标准协会最终拥有的任何公司, 包括英国标准协会自身。

终止

(依据通知) 任何一方可在任何时候至少提前六十(60)日通知另一方后终止本合同。

(BSI依据通知立即) 在不影响合同已经产生的任何权利的情况下, 如果发生以下事项, BSI可终止合同并立即生效:

您在到期日未支付合同下的任何金额, 并且在BSI通知您支付该等金额后7日内仍未支付; 或
您违反合同的任何重要义务; 或
BSI合理认为您的行事方式可能会破坏BSI的声誉。

(我们任何一方立即) - 如果一方发生以下事项, 另一方向其发出通知后可立即终止合同:

不能或不再支付债务;
向其债权人提议对任何债务重新做出偿还计划;
就清算或管理人或行政接管人的指定采取任何行动;

出现任何人员有权采取行动扣押或占有其任何资产;

在签订本合同时停止经营其义务。

(欠付金额) 根据合同向BSI应付的所有金额, 在本合同因任何原因终止时应立即支付。

完整协议

本合同构成您和BSI之间的完整协议, 取代并废除此前关于合同标的的所有书面或口头的草稿、协议、保证、安排和承诺。

Certification Reports

(Ownership) BSI will at all times remain the owner of a certification report. BSI grants you a limited licence to use the certificate report in support of the certificate for so long as the accompanying certificate remains valid. On termination of the Contract for any reason, or on the expiry, suspension or revocation of the relevant certificate, the certification report will be cancelled.

(Your disclosure of the certification report) If you disclose a certification report to any party, it must not be amended, abridged, or presented in any form other than that prepared by BSI at the time of its creation. If you do disclose the certification report, you agree to indemnify BSI against all claims, proceedings, costs, expenses and liabilities caused to BSI or arising out of a third party's reliance on the certification report, whether disclosed to that third party with the prior written consent of BSI or not.

Part 7 Standard Contractual Provisions**Remedies**

If either you or BSI fails or delays to exercise any right or remedy (or exercises only a part of such right or remedy), that failure or delay will not be a waiver of that or any other right or remedy. It will also not preclude or restrict the further exercise of that or any other right or remedy.

The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law governing the Contract. No person other than a party to the Contract will have any rights to enforce any term of the Contract.

Limitation of BSI's Liability

The liability of BSI to you will not be limited to the extent that the law governing the Contract does not permit BSI to so limit it.

Subject to this, BSI will not be liable to you for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and the total liability of BSI to you in respect of all other losses arising under or in connection with the Contract will not exceed an amount equal to the annual fees payable by you under the Contract in relation to the Services giving rise to the liability. This limitation of BSI's liability will survive termination of the Contract.

No Partnership or Agency

The Contract does not establish a partnership, joint venture or agency between you and BSI. The Contract does not authorise either party to make or enter into any commitments on behalf of any other party.

No Assignment

Unless specifically permitted in any of the Appendices attached, the Contract is personal to the parties and neither party may assign, transfer or deal in any other manner with any or all of its rights and obligations under the Contract. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

However, BSI may assign, transfer or subcontract any or all of its rights and obligations under the Contract to a member of its group. A member of BSI's group is any company that is ultimately owned by The British Standards Institution, including The British Standards Institution itself.

Termination

(On notice) Either party may terminate the Contract at any time by giving the other not less than 60 days' notice of its intention to end the Contract. Please note that the annual management fee (if applicable to you) and the application fee are non-refundable.

(Immediately by BSI on notice) Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract with immediate effect if:

you fail to pay any amount under the Contract on the due date for payment and it remains unpaid 7 days after BSI has notified you to make such payment; or
you are in breach of any material obligation of the Contract; or
in the reasonable opinion of BSI, you act in such a manner that may bring the reputation of BSI into disrepute.

(By either of us immediately) - either of us may terminate our Contract immediately by serving notice on the other if the other:

is unable or suspends the payments its debts;
makes a proposal to its creditors to reschedule any of debts;
has or takes any action for or in connection with its winding up or for the appointment of an administrator or an administrative receiver;
has someone who is entitled and does take such action to attach or takes possession of any of its assets;
stops the business it was doing at the time of entering into our Contract .

(Payment of outstanding amounts) All amounts payable to BSI under the Contract will become due immediately upon termination of the Contract for whatever reason.

Entire Agreement

The Contract constitutes the entire agreement between you and BSI and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter.

如果本合同任何条款与主服务协议、订购单、您的购买标准条件、或拟制作的与服务或合同有关的任何其他文件的条款出现任何不一致，以本合同的条款为准。

本合同的任何更改或修订须经各方授权代表以书面形式做出并由其签字后方可生效。

通知

根据本合同向一方发出的或与本合同有关的通知必须为书面形式，并且须按订单上的地址发送至该方。除非订单明确禁止，通知可通过电子邮件发送。

管辖法律与管辖权

本合同受中华人民共和国法律管辖。BSI在中国注册地的法院对本合同产生的任何争议或索赔具有专属管辖权。

附录A

测试服务

如果您购买的测试服务为服务的一部分，则本附录应包含在合同中。

测试要求

对测试对象进行测试的性质、范围和程度由BSI独自决定。

(测试对象的损害)测试服务经常会对测试对象造成损害。BSI不对此类损害承担责任，也不对您或任何其他人在以后使用测试对象造成的后续损害、损失或支出承担责任。

正式测试结果

除非测试服务是根据某项标准或法规进行，报告的结果仅与被试的实际测试对象相关。测试结果不暗含将维持持续生产的性能、质量和合格。此类测试并不能代表BSI实施的任何正式批准、认证、监督、管控或监视。

如果您认为测试服务有任何不足，您应在收到测试报告后的21日内，将测试服务不足的具体情况书面告知BSI。您必须向BSI提供所有必要的设施，并允许其进入场所，以便其对此类不足进行核实，并使BSI重新测试其可能要求的测试对象。

测试对象

除了提供信息的一般义务，您还应：

将所有相关的测试对象自担费用（并遵守一切当地法律，包括进出口法规，如适用）交付至BSI可能指定的地址，并确保它们在交付途中不受损害；

承担测试对象在运输途中的风险；

使BSI免受运输测试对象可能生产的一切费用；

将测试对象的构成材料告知BSI，包括大小和重量，以及健康和环境法律可能要求的任何特别注意事项；以及

将被试产品的任何变动告知BSI。

(测试对象不符合服务的要求) 如果测试对象不符合服务的要求，BSI将尽可能快地通知您。这种情形下，BSI有权暂停执行本合同，直到其收到符合要求的测试对象。如果测试只是服务的一部分，BSI可自行决定提供剩余的其他服务，而不执行测试。如果测试不是服务其中的一部分，如此履行服务的费用也应支付。

(测试对象的处理或退回)BSI可自行决定处理测试对象，或将其退还给您。BSI承诺尽可能对环境造成最小的破坏。您应承担处理或退还测试对象的费用。

CE标志的具体规定

(提供资料的附加义务) 如果BSI提供的服务包括对附带CE标志的产品的合规评估服务，一旦您在本合同有效期内任何时候，获悉与产品的相关的下列事项，您应立即告知BSI (I) 产品相关的所有负面事件；以及(II)任何监管机构规定的任何限制或禁令。

(您对CE标志的使用) 如果BSI向您提供一项认证，您可以自行决定将此CE标志附加到产品或质量体系。本合同中任何条款或此认证都不暗含BSI已同意在相关的产品或质量体系展示CE标志。如果您决定附加CE标志，您应确保根据您的产品相关的标志法规展示CE标志。您向BSI承诺、保证并陈述，在BSI履行完合规评估服务并获得相关认证后，您对合规的宣布在所有方面都准确无误。

如果本合同终止，或如果BSI向您颁发的某项认证到期或被BSI撤销或废除，您应立即停止使用或展示CE标志，包括在相关产品上停止展示或使用BSI知名机构的注册编号。您必须撤回带有CE标志的任何产品，包括从市场召回带有BSI知名机构注册编号的任何产品，并促使任何第三方停止展示或使用此类CE标志，从市场撤回带有此类CE标志的任何产品。

If there is an inconsistency between any of the provisions of the Contract and the provisions of a master services agreement, purchase order, your standard conditions of purchase or any other document stated to be produced relating to the Services or the Contract, the provisions of this Contract will prevail.

No variation of or amendment to the Contract will be effective unless it is in writing and signed by an authorized representative of each party.

Notices

A notice required to be given to a party under or in connection with the Contract must be in writing and sent to the party at its address on the Order. Unless expressly prohibited by the Order, notices may be sent by email.

Governing law and Jurisdiction

The law governing this contract is that of the People's Republic of China. The courts of the place where BSI is registered in PRC shall have exclusive jurisdiction to settle any dispute or claim pursuant to the Contract.

Appendix A

Testing Services

This Appendix is included in the Contract if you are purchasing testing services as part of the Services.

Test Requirements

The nature, scope and extent of the tests to be performed on a test item are at the sole discretion of BSI.

(Damage to the test items) The testing services commonly result in damage to the test items. BSI will not be responsible for such damage nor for consequential injury or loss or expense incurred by the later use of the test items by you or any other person.

Results of Informal Testing

Unless the testing service is conducted pursuant to a standard or regulation, the results reported will only relate to the actual test items that are subject to the tests. The results will not imply that the performance, quality or conformance of continuing production will be maintained. Such testing does not indicate any form of approval, certification, supervision, control or surveillance by BSI.

If you believe that there is a defect in the testing services, you must advise BSI in writing of the details of such defect within 21 days of receiving the report. You must provide BSI with all necessary access and facilities to verify the defect and to re-test the test items as BSI may request.

Test Items

In addition to your general obligations to provide information, you will:

deliver at your cost (and in compliance with all local laws, including export and import regulations, if applicable) all relevant test items to such address as BSI may specify in such a way so as to protect them from damage;

bear the risk of the test items whilst they are in transit;

indemnify BSI against all costs that it may incur relating to the cost of transporting the test items;

notify BSI of the materials of which the test items are comprised including size and weight, together with any special precautions that may be required under health and safety, or environmental, law; and

notify BSI of any changes to the product being tested.

(Test items do not accord with the services required) BSI will notify you as soon as reasonably possible if test items do not accord with the requirements of the Services, in which case BSI shall be entitled to suspend performance of the Contract until it receives satisfactory test items. If the testing forms part of multiple services, BSI at its discretion may provide the remainder of the Services without conducting the testing. The fees for the Services so performed will be payable as if the testing did not form a part of the Services.

(Disposal or return of test items) BSI may dispose of the test items, or return them to you, at its absolute discretion. BSI is committed to practices that cause as little harm to the environment as is reasonably possible. You will be responsible for the costs of return or disposal of the test items.

Specific Provisions for CE Marking

(Additional obligations for the supply of information) If the Services being provided by BSI to you include conformity assessment services with respect to the products featuring CE Marking, you shall immediately inform BSI of (i) all adverse incidents concerning the product

and (ii) any limit or prohibition imposed by any regulatory body, upon becoming aware of such incidents, limits or prohibitions at any time during the term of this Contract.

(Your use of CE Marking) If BSI provides you with a Certificate, you may at your discretion decide to affix the CE Marking to a product or quality system. Nothing in the Contract or the Certificate shall imply that BSI has approved the display of the CE Marking on the product or quality system concerned. If you decide to affix the CE Marking, you will ensure that you only display the CE Marking in accordance with the relevant regulations governing the marking of your product. You undertake, warrant and represent to BSI that, when displaying the CE Marking following a conformity assessment conducted by BSI and on receipt of a Certificate, your declaration of conformity is accurate in all respects.

If this Contract is terminated, or if a Certificate issued to you by BSI expires or is withdrawn or cancelled by BSI, you will immediately stop using and displaying the CE Marking including any with a BSI notified body registration number on the relevant product. You must withdraw any products displaying the CE Marking including any with a BSI notified body registration number from the market, and procure that any third party ceases use and display of such CE Marking and withdraws any products displaying such CE Marking from the market.

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产品责任的具体赔偿

如果BSI已经测过一项产品，或作为认证机构根据CE标志计划提供认证服务，您同意使BSI及其关联公司免受任何第三方因以下事项针对BSI或其关联公司提起或要求的任何索赔、诉讼、要求、法律程序、损失、判决、损害赔偿、费用（包括一切合理的律师费）、支出、罚金所产生的或与此有关的任何费用或损失，并就前述不利向其作出赔偿：

您未遵守CE标志的管辖法规；

您在您的产品中使用或展示CE标志或允许第三方使用或展示CE标志；

您未遵守您在本合同下的义务；

您对已经测试过的产品进行任何变动，导致BSI须重新测试；

产品不适合其用途，或被宣称不适合其用途，不管此宣称有无后续的事实支持；

此赔偿在合同终止后仍具有效力。

测试费的具体规定

测试费的报价有效期为30天。如果您在报价之日起30日内未要求提供测试服务，BSI可变动测试服务的报价。

（BSI变动测试费后的取消）如果您在任何时候取消或变动测试服务，BSI将按服务已经履行收取全额费用。

（如果费用超过预期）如果在测试服务或医疗评审服务期间，BSI获悉测试或医疗评审服务费用将超过报价制作时的预期，其可停止测试，并将增加的费用告知您。您若未发出继续提供服务的书面指示，BSI将不再进行测试。此时您可以终止服务，但您应承担截止此时已经履行服务的费用。

（如果测试服务持续超过30天）如果测试服务的期限超过30天，BSI可在第30天时开具发票，并在此后每30天开具一次发票（如适用）。

CE标志服务的具体规定

根据BSI的合规评估服务标有CE标志的产品，您应立即告知BSI此类产品相关的所有负面事件，包括任何监管机构规定的任何限制或禁令。

您可将CE标志的使用权转许可给第三方，其应以出售相关产品之目的展示您的认证，但是您应对第三方的展示负责，并且第三方的展示应符合本合同。

您应仅按照您的产品相关的标志法规展示CE标志。您向BSI承诺，在BSI履行完合规评估服务后展示CE标志时，您对合规的宣布在所有方面都准确无误，并且您应使BSI免受BSI可能遭受的因第三方就您展示CE标志对BSI提起的任何索赔或诉讼产生的任何费用，并向BSI做出赔偿。一旦BSI出具的合规评估认证被取消，您应在相关产品上立即停止展示CE标志。

Specific Indemnity for Product Liability

If BSI has tested a product, or provided certification services as a notified body pursuant to CE Marking schemes, you agree to indemnify and hold harmless BSI and BSI Affiliates against any costs or losses that BSI or BSI Affiliates 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 BSI Affiliates by any third party in relation to :

your failure to comply with the governing rules of CE Marking;

your use or display of, or allowing third parties to use or display, the CE Marking in relation to your product;

your failure to comply with your obligations under this Contract;

any change made by you to the product tested, which has not lead to BSI providing a retest;

the product not being fit for purpose, or being alleged that it is not fit for purpose, whether such allegations are subsequently supported in fact or not.

This indemnity shall remain binding on you after the termination of the Contract.

Specific provisions for Testing Fees

The quotation for a testing fee will survive for 30 days. If you do not request testing services within 30 days of the date of the quotation, BSI may revise the quotation for the testing services.

（Cancellation after BSI has received the testing items）If you cancel or amend the testing services at any time, BSI will charge the full test fee as if the Services were completed.

（If the fee is to be exceeded）If, during the testing or healthcare review services, BSI becomes aware that the testing or healthcare review services will exceed the anticipated time upon which the quotation was prepared, it will stop the tests and inform you of the increased fee. BSI will not continue with the testing without your written instructions to proceed. You may terminate the Services but will be liable for the fee for the testing already commenced at that time.

（If testing services are continuous for longer than 30 days）If testing services have duration of longer than 30 days, BSI may issue an invoice for the services on 30 days, and after each subsequent 30 day period (if applicable).

Specific Provisions for CE Marking Services

For products featuring the CE Marking pursuant to BSI conformity assessment services, you shall immediately inform BSI of all adverse incidents concerning the product, which include any limit or prohibition imposed by any regulatory body.

You may sub-licence the use of the CE Marking to third parties who are required to display your certification for sale of the relevant products, but you will be responsible for the display by third parties and it must be in accordance with the Contract.

You will only display the CE Marking in accordance with the relevant regulations governing the marking of your product. You undertake to BSI that, when displaying the CE Marking following a conformity assessment conducted by BSI, your declaration of conformity is accurate in all respects and you will indemnify BSI against any costs that BSI may suffer through any claim or action made against BSI by any third party in relation to your display of the CE Marking. On cancellation of the conformity assessment certificate issued by BSI, you will stop displaying the CE Marking on the relevant product immediately.