

# BSI 标准服务条款

Revision 5 (July. 2023)

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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 will perform the services described and in accordance with the Proposal and these terms of service ( <b>Contract</b> ).	1. BSI 将依据意向书及本通用服务条款（“ <b>本合同</b> ”）提供服务。
2. These terms of service, together with any terms set out in the Proposal, are the only terms that will govern the Contract. Any terms contained in or incorporated by reference in any acknowledgements, confirmations, standard forms, purchase orders or any other documents issued by either party, or implied by trade custom, practice or course of dealing, other than those permitted within these terms of service, will not apply.	2. 本通用服务条款，连同意向书中载明的任何条款，构成本合同适用的唯一条款。除本通用服务条款中允许适用的条款外，任何一方出具的确认书、证明书、标准形式、采购订单或任何其他文件中包含或通过援引纳入的任何条款，或贸易惯例、实践或交易过程中隐含的任何条款均不适用。
3. 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 will prevail.	3. 如果本合同的任何规定与任何主服务协议、采购方案、客户的标准采购条件，或与 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。
4. Notwithstanding clause 2, BSI may amend these terms of service from time to time and will notify Client accordingly when this takes place. On receipt of such notice, Client may reject any amendment and 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 have accepted the amended terms.	4. 即使有第 2 条规定，BSI 可以不时对本通用服务条款进行修改并将通知客户该等修改。在收到修改通知后，客户可拒绝修改并应提前 30 天书面通知 BSI 终止本合同。若客户未提供该书面通知，则视为客户已接受修改的条款。
5. Without prejudice to clause 4, no amendment or variation to the Contract will be valid unless agreed in writing between the parties.	5. 在不影响第 4 条的前提下，除非双方达成书面协议，否则对本合同的任何修改或变更均无效。
6. The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise).	6. 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。
7. BSI will provide its services in compliance with:	7. BSI 将严格遵循下列相关要求提供服务：
a. all applicable legislation and regulations;	a. 所有适用的法律和法规；
b. all relevant international standards that govern the provision of accredited certification services;	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. any relevant standard, private standard or code of practice expressly governing the services in this Contract; and	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；及
d. BSI Group’s Code of Business Ethics which can be found on our website <a href="https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf">https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf</a>	d. 在 BSI 的网站 <a href="https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf">https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf</a> 公布的 BSI 集团的商业道德准则。
8. Appropriately qualified personnel will perform the services and determine the outcome of assessments and reviews, and BSI may change such personnel at any time.	8. 具备适当资格的人员将提供服务并确定审核和评审的结果，且 BSI 可随时更换此类人员。
9. Client will promptly provide to BSI (throughout the	9. 客户应及时向 BSI（在本合同有效期内）提供：

duration of the Contract):	
a. complete and accurate information (including any and all documents) relevant to the services including any updates;	a. 与服务相关的完整而准确的信息（包括任何及所有文件），亦包括任何更新；
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 7.a, 7.b or 7.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 被误认未遵守上述第 7.a,7.b 或 7.c 条规定的任何事件，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. access to its sites and availability of appropriate personnel on dates agreed with BSI and at any other time for BSI's unannounced visits if so required to comply with clauses 7.a, 7.b or 7.c above;	d. 在与 BSI 商定的日期，以及为满足上述第 7.a,7.b 或 7.c 条规定，在任何其他未经通知的时间，准许 BSI 进入其现场并配备适当的人员；
e. access to any third party site reasonably required by BSI to comply with clauses 7.a, 7.b or 7.c above (and Client undertakes to BSI that it will obtain the third party's consent for BSI to gain such access);	e. 为满足上述第 7.a,7.b 或 7.c 条规定，应 BSI 合理要求，准许其进入任何相关第三方的现场（客户向 BSI 保证将获得第三方同意准许 BSI 进入）；
f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any audit by BSI;	f. 在 BSI 进行任何审核前，提供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；
g. notification of third-party complaints received by Client in respect of Client's product or services relevant to this Contract and steps taken to resolve them; and	g. 客户所收到的与本合同相关的客户产品或服务的第三方投诉通知，以及解决投诉所采取的措施；及
h. for hybrid or remote audit services, such technical capabilities on site as are reasonably required to support the requirements of the audit as may be notified to Client in advance. This will include access to a wireless internet connection of sufficient bandwidth and reliability so as to allow video communication between BSI personnel on and off-site and consent for BSI personnel to engage in such communications (including the communication of any ancillary images from Client site).	h. 对于混合或远程审核服务，BSI 将事先通知客户审核所需的现场技术保障要求。包括提供带宽充足且可靠的无线互联网连接，以允许现场和场外的 BSI 人员之间进行视频通讯，及同意 BSI 人员参与该等通讯（包括从客户现场传送任何辅助图像的通讯）。
10. Client will take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the services.	10. 客户将采取一切必要措施以消除或补救服务过程中的任何障碍或中断。
11. 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.	11. BSI 并不调查或确认客户所提供的任何信息的真实性、准确性或完整性，BSI 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。
12. Audit services may be delivered on location, remotely or in hybrid fashion, as determined by BSI.	12. 根据 BSI 的决定，审核服务可以现场、远程或以混合方式提供。在混合或远程审核期间，BSI 有权记录

During hybrid or remote audits BSI may record or store any video communications and any personal data in such communications will be processed in accordance with clause 32.	或存储任何视频通讯，且将根据第 32 条处理该等通讯中的任何个人数据。
13. Client warrants, undertakes and represents to BSI that all documentation, information and material made available by Client to BSI under the Contract, and BSI’s use of the same, does not infringe the intellectual property rights of any third party.	13. 客户向 BSI 保证、承诺和声明，客户根据合同向 BSI 提供的所有文件、信息和材料以及 BSI 使用该等文件、信息和材料，均不会侵犯任何第三方的知识产权。
14. If Client wishes to change the date of an audit, it must provide BSI with at least 30 days’ written notice of its intention to do so.	14. 若客户希望变更审核的日期，应提前至少 30 天书面通知 BSI。
15. Client acknowledges that regulatory third-party observers may accompany BSI from time to time during an audit (including where the audit is conducted remotely) and BSI will endeavour to subject them to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will endeavour to provide the identity of such observer prior to any audit. Client will not be charged any additional fees for such observer.	15. 客户确认，具有监管职能的第三方观察人员可在审核过程（包括远程审核的情况）中全程陪同 BSI 人员，BSI 将尽力促使其承担与本合同项下 BSI 应向客户承担的同等保密义务。在进行任何审核前，BSI 将尽力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。
16. BSI personnel may abort an audit while on Client’s site without BSI being in breach of Contract if BSI personnel experience threatening behaviour or abuse, believe there is a risk to their safety or if Client does not comply with relevant health and safety rules.	16. 若 BSI 人员受到威胁或苛待，认为存在安全风险或客户未遵守相关的健康和安规则，BSI 人员有权中止在客户现场的审核，该等中止不构成 BSI 对合同的违约。
17. 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 such 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.	17. 若 BSI 合理认为，客户未遵守任何法律、标准、规则或方案的要求，或未履行本合同项下的任何义务，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明或其他文件。
18. The report produced by BSI in the course of providing the services will constitute the sole deliverable for the services and BSI will have no obligation to update the report after its issuance, save where Client reasonably requires updates in relation to incomplete or inaccurate information contained in the report.	18. BSI 在提供服务过程中编制的报告将构成服务结束后的唯一交付物，且 BSI 在报告出具后没有更新报告的义务，除非客户合理地要求更新报告中包含的不完整或不准确的信息。
19. Unless BSI provides its prior written consent:	19. 除非 BSI 事先书面同意
a. Client will not:	a. 客户不得：
i. request from BSI or use any advice or materials, including any report, certificate, notes, e-mails or other documents issued by BSI in providing the services ( <b>Materials</b> ) for the purposes of litigation;	i. 为诉讼之目的向 BSI 索要或者使用任何建议或材料，包括由 BSI 出具的任何报告、证书、说明、电子邮件或提供服务（“ <b>材料</b> ”）过程中由 BSI 出具的其他文件；
ii. save for the Certificate, use or distribute the Materials for any purpose other than internal	ii. 除证书以外，为内部业务改进以外的其他用途使用或分发材料；

business improvement;	
iii. refer to the Materials in any document or make the Materials available to any person other than professional advisors who are assisting Client in relation to the services;	iii. 在任何文件中提及材料或将材料提供给除在服务方面协助客户的专业顾问之外的任何人;
b. the Materials (including any interim draft or other advice whether oral or written) will not be relied upon by anyone other than Client; and	b. 除客户外的任何人均不得依赖材料（包括任何临时草稿或其他口头或书面建议）；及
c. Client will not name BSI or refer to BSI or the Materials or the services in any written materials (other than to Client’s professional advisors), or any publicly filed documents unless required by law.	c. 除非法律要求，客户不得在任何书面材料（向客户的专业顾问提交的除外）或任何公开提交的文件中指明 BSI 或提及 BSI、BSI 提供的材料或服务。
This clause 19 will survive expiry or termination of the Contract.	本第 19 条在本合同期满或者终止后仍然有效。
20. BSI will at all times remain the owner of the intellectual property rights in the Materials. BSI grants to Client a limited, revocable, non-exclusive licence to display a certificate issued by BSI ( <b>Certificate</b> ) for so long as it remains valid, either under the terms of this Contract or on the face of the Certificate. Client will not use BSI’s intellectual property rights in any Materials except solely to the extent permitted under the Contract.	20. BSI 将始终是材料的知识产权的所有者。BSI 授予客户有限的、可撤销的非独占许可，允许其根据本合同或证书中的条款，在 BSI 颁发的证书（“ <b>证书</b> ”）有效期内展示由 BSI 颁发的证书。除非在合同允许范围内，客户不得使用任何材料中 BSI 的知识产权。
21. For certification schemes owned or managed by third party organisations, BSI may include third party intellectual property rights which are governed by the requirements of such certification scheme. To the extent any such intellectual property rights are included in the Materials, the Client acknowledges and warrants that it shall only use these strictly in accordance with the relevant certification scheme’s rules or governance.	21. 对于由第三方机构所有或管理的认证方案，BSI 可能纳入适用该认证方案要求的第三方知识产权。若该等知识产权被纳入至材料，客户确认并保证其只能严格遵守相关认证方案的规定或管理使用该等材料。
22. The licence referenced in clause 20 includes a non-exclusive licence for Client to display the BSI-owned logo ( <b>BSI Logo</b> ) 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. Client may not sub-license 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 clause 20 ends on expiry or termination for any reason of the Contract or relevant Certificate. On expiry or termination, Client will cease all use of the relevant BSI Logo or third party-owned logo.	22. 第 20 条所述的许可包括展示 BSI 所有的标志（“ <b>BSI 标志</b> ”）或相关证书中明确的第三方所有的标志的非独占许可，该等展示应附着在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。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。第 20 条中的许可在本合同或相关证书到期或因任何原因终止时终止。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 标志或第三方标志。
23. All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client’s use of any BSI Logo, or any Certificate or report issued by BSI, will vest in BSI and to the extent any	23. 任何 BSI 标志的所有知识产权均归属于 BSI。客户使用任何 BSI 标志或由 BSI 出具的任何证书或报告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內，客户据此将其授予 BSI。客户只能以

<p>such rights accrue to Client, Client hereby assigns them to BSI. Client will 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>BSI 认可的形式展示 BSI 标志，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列明的产品和/或服务相关。</p>
<p>24. Client will 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 BSI.</p>	<p>24. 客户将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>25. To appeal the outcome of a certification service, Client must serve BSI with written notice of appeal in the manner and timeframe as prescribed by the relevant scheme or otherwise as prescribed by BSI on its website.</p>	<p>25. 若对认证服务的结果进行申诉，客户应按相关方案或由 BSI 在其网站上另行规定的方式和期限，向 BSI 出具书面申诉通知。</p>
<p>26. Appeals relating to a certification decision are reviewed and considered in accordance with BSI's internal appeals procedure. The decision of BSI will remain in force pending the outcome of the appeal, which Client and BSI each agree will be final.</p>	<p>26. 与认证结果有关的申诉应根据 BSI 内部的申诉程序予以审核和评议。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>27. BSI may recover from Client all reasonable costs it incurs in connection with Client appealing the outcome of a certification decision where the outcome of that appeal finds in favour of BSI.</p>	<p>27. 若申诉结果有利于 BSI，BSI 有权向客户收取所有因处理申诉或与之相关而产生的合理费用。</p>
<p>28. 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 or licence.</p>	<p>28. 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、认证范围以及证书或许可的出具、中止、撤销或终止的详细信息。</p>
<p>29. Each party will keep the other party's 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, the receiving party will notify the other party if legally able to and within a commercially reasonable time):</p>	<p>29. 自收到另一方信息之日起 6 年内，任意一方应对另一方的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，接收信息的一方应在商业上合理的时间范围内通知另一方）外，将不使用或披露任何该等信息：</p>
<p>a. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or</p>	<p>a. 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>b. 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>b. 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>30. Notwithstanding clause 29:</p>	<p>30. 尽管有第 29 条规定：</p>
<p>a. BSI may:</p>	<p>a. BSI 有权</p>
<p>i. use the confidential information of the Client for the purpose of exercising or performing its obligations under the Contract (including as necessary, providing to accreditation bodies such confidential information as is required in respect publication of Client's</p>	<p>i. 为行使或履行其在本合同项下的义务（包括在必要情况下，向认可机构提供在公共认证数据库中公布客户认证情况所需的该等保密信息），使用客户的保密信息；及</p>

certification on a public certification database); and	
ii. disclose the confidential information to its affiliates, representatives, or subcontractors who shall be bound by the same confidentiality obligations as set forth in clause 29; and	ii. 将该等保密信息披露给 BSI 的关联方，代表或分包商，该等关联方、代表或分包商应遵守第 29 条项下的保密义务；及
b. either party may use or disclose the other party's confidential information where that information is:	b. 任意一方可在下列情况下使用或披露另一方的保密信息，若该信息是：
i. generally available in the public domain;	i. 已进入公知领域的信息；
ii. lawfully acquired from a third party who owes no obligation of confidence in respect of the information;	ii. 从对信息不负有保密义务的第三方合法获得的信息；
iii. was available to the receiving party on a non-confidential basis prior to being disclosed by the other party; and/or	iii. 在被另一方披露前，接收信息的一方已在非保密的情况下获得的信息；及/或
iv. to the extent required by law, or by order or directive of any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.	iv. 在法律要求范围内，或应任何政府部门、监管或认证机构的命令或指令，或有管辖权的法庭或其他机构的要求。
31. Clause 29 will not require either party to delete 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 that party may be subject relevant to the services.	31. 第 29 条不得要求任意一方删除按照适用法律或者为满足监管机构或有管辖权的部门所提出的该方应遵守的与服务相关的要求而须保留的信息。
32. To the extent Client information includes personal data, BSI will only process such personal data as set in our privacy notice available at <a href="https://www.bsigroup.com/zh-CN/about-bsi/legal/privacy-notice/">https://www.bsigroup.com/zh-CN/about-bsi/legal/privacy-notice/</a> .	32. 针对客户信息所包含的个人数据，BSI 将只处理《隐私声明》（在网址 <a href="https://www.bsigroup.com/zh-CN/about-bsi/legal/privacy-notice/">https://www.bsigroup.com/zh-CN/about-bsi/legal/privacy-notice/</a> 可获取）中所述的个人数据。
33. Notwithstanding the provisions of clauses 29 and 32, BSI may convert Client information into an anonymised form. Whether by itself or in aggregate, BSI may analyse such anonymised data or otherwise commercially exploit such data for its business purposes.	33. 尽管有第 29 条和第 32 条规定，BSI 有权将客户信息进行匿名化处理。BSI 有权对该等匿名化处理后的数据进行单独或整体的分析或出于商业目的对该等数据进行利用。
34. BSI will, unless otherwise agreed, invoice Client at the end of the month for the services performed in that month.	34. 除非另行约定，BSI 将在当月结束时就该月份履行的服务向客户开具发票。
35. Client will settle all invoices within 15 days of date of issue.	35. 客户应在发票开具之日起 15 天内结清所有发票。
36. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client will provide the relevant invoice number and its customer account number (as stated on the invoice).	36. 付款仅可通过电汇方式汇入 BSI 在开具发票中列明的账户。付款时，客户应提供相关发票号及其消费者账号（如发票所注）。
37. If Client reasonably believes an invoice includes a sum which is not valid and properly due:	37. 若客户合理地认为发票包含无效且未适当到期的款项：
a. Client will notify BSI in writing within 5 days of receipt of the disputed invoice;	a. 客户应在收到争议发票后 5 天内书面通知 BSI；



<p>b. Client will pay all non-disputed sums on the invoice in accordance with clause 35;</p>	<p>b. 客户应根据第 35 条支付发票中不存在争议的所有款项；</p>
<p>c. the parties will meet virtually within 10 days of notification under clause 37.a to attempt to resolve the dispute;</p>	<p>c. 双方应在客户根据第 37.a 条发出通知之日起 10 天内进行线上会面，以尝试解决争议；</p>
<p>d. where the parties are able to resolve the dispute, which the parties will negotiate in good faith, to the extent that Client is obliged to pay an amount, then the original payment terms of the disputed invoice will continue to run as if no dispute had been raised; and</p>	<p>d. 若双方秉持诚信进行协商并能够解决争议，在客户有义务支付的款项范围内，争议发票原有的付款条件应继续有效，如同未出现任何争议；及</p>
<p>e. where the parties are unable to resolve the dispute, BSI may terminate the Contract immediately on notice and Client will pay BSI all fees, charges and expenses incurred by BSI up until the date of termination with respect to Client.</p>	<p>e. 若双方无法解决争议，BSI 有权立即通知终止本合同，客户应向 BSI 支付截至合同终止日 BSI 产生的与客户相关的所有费用、收费和支出。</p>
<p>38. Client will pay BSI all fees, charges and expenses incurred by BSI with respect to enforcing its rights under this Contract in court.</p>	<p>38. 客户应向 BSI 支付法院执行 BSI 在本合同项下权利时发生的所有费用、收费和支出。</p>
<p>39. Failure to settle an invoice in accordance with the payment terms will permit BSI to charge interest in accordance with clause 43 from the original due date until the date of payment.</p>	<p>39. 若客户未能根据付款条件结算发票，BSI 将有权根据第 43 条规定收取自原到期日起至实际付款日止的利息。</p>
<p>40. Client will pay to BSI:</p>	<p>40. 客户应向 BSI 支付：</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 carry out special visits or audits or investigate any third-party complaint, or any alleged non-compliance with the relevant standard, regulation or scheme;</p>	<p>b. 针对 BSI 被要求开展专门访问或审核或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 an audit if changed by Client on less than 30 days' written notice or for an audit aborted by BSI due to the grounds in clause 16 above;</p>	<p>c. 若客户以不足 30 天书面通知变更审核或 BSI 因上述第 16 条的原因中止审核，审核的全部费用；</p>
<p>d. the Annual Management Fee for every year or part year of the Contract (the Annual Management Fee is non-refundable should the Contract terminate during the course of a year for any reason);</p>	<p>d. 本合同所有或部分年份的年度管理费（无论本合同在年度内因任何原因终止，年度管理费不予退还）；</p>
<p>e. the Application Fee (the Application Fee is non-refundable should the Contract terminate for any reason); and</p>	<p>e. 申请费（无论本合同因任何原因终止，申请费不予退还）；及</p>
<p>f. an administration fee should Client request amendments to its details on a Certificate.</p>	<p>f. 若客户要求对证书细节进行修改，应收取手续费。</p>
<p>41. Notwithstanding anything to the contrary in these terms, BSI may increase its fees no more than twice annually in line with inflation plus 5%. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. Within 14 days of receipt of such notice, Client may terminate the Contract by notifying BSI of its intention to do</p>	<p>41. 即使有相反规定，BSI 有权随通货膨胀提高 5% 的费用，每年不超过两次。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 14 天内，客户可以提前 30 天书面通知 BSI 终止合同。若客户未发出该书面通知，则视为客户接受 BSI 提高费用。</p>

so on 30 days' written notice. If Client provides no notice, Client is deemed to accept the higher increase.	
42. BSI's fees are exclusive of sales, value added tax or other applicable taxes and/or surcharges, which the Client shall pay in addition to the fees, and such payments shall be paid without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). BSI may increase its fees if:	42. BSI 的费用不包括营业税、增值税或其它适用的税费和/或附加费用，客户应另行支付该等费用。该等费用应在无任何抵销、反索赔、扣减或预扣的情况下支付（法律要求扣减或预扣税项的情况除外）。在下列情况下，BSI 有权增加费用：
a. Client's instructions change or are found to be not in accordance with the initial details supplied to BSI prior to BSI providing the initial quote contained in the Proposal; or	a. 在 BSI 提供意向书中的初始报价前，客户的指示发生变化或被发现与其向 BSI 提供的初始详情不一致；或
b. any unforeseen problems or expenditure arise in the course of carrying out the services,	b. 在提供服务过程中，出现任何不可预见的问题或支出，
in which case, BSI will be entitled to charge additional fees to cover the additional time and cost incurred to complete the services.	在该等情况下，BSI 有权收取额外费用以支付完成服务所产生的额外时间和成本。
43. BSI may charge interest on overdue amounts at the rate of 4% a year above the central bank base rate in the People's Republic of China, accruing on a daily basis compounded quarterly.	43. BSI 可以对逾期金额收取利息，按照高出中华人民共和国中央银行基准利率 4% 的年利率收取，按日生息，按季计算复利。
44. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately.	44. 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。
45. Nothing in this Contract will limit or exclude either party's liability to the other for:	45. 本合同项下任何规定均不得限制或排除任一方对另一方就以下情况所应承担的责任：
a. death or personal injury caused by its negligence;	a. 因其过失所造成的死亡或者人身伤害；
b. fraud or fraudulent misrepresentation; or	b. 欺诈行为或欺诈性虚假陈述；或
c. any other liabilities or losses that cannot be legally limited or excluded by law.	c. 任何根据法律不能被限制或排除的责任或者损失。
46. Subject to clause 45, and to the maximum extent permitted by law, BSI will not be liable to Client for:	46. 受限于第 45 条规定，在法律允许的最大范围内，就以下情况 BSI 不对客户承担责任：
a. any loss of profit, loss or damage to goodwill, loss of or corruption of software, data or information, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, 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; and	a. 任何利润损失、商誉损失，软件、数据或信息损毁，销售或业务损失，协议或合同损失，预期可节省的开支未获节省或任何由合同引起的或与合同相关的间接或附随性损失，无论是合同争议、侵权行为（包括过失）、法定义务的违反或其他事由；及
b. any loss, damage or expense arising from:	b. 因以下情况所产生的任何损失、损害或费用：
i. a failure by Client to comply with any of its obligations under the Contract;	i. 客户未能遵守其在合同项下的义务；
ii. any actions taken or not taken on the basis of the Materials;	ii. 任何基于材料应采取或未采取的行动；
iii. any incorrect results or Materials arising from unclear, erroneous, incomplete, misleading or false information provided to BSI by	iii. 任何因客户提供给 BSI 的不清楚、不准确、不完整、误导性或错误的信息而导致结果或材料不正确的。

Client.	
47. Subject to clause 45, and to the maximum extent permitted by law, 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.	47. 受限于第 45 条规定, 在法律允许的最大范围内, 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, 将不超过本合同项下客户每年度应付费用的总金额。该等对 BSI 责任的限制在本合同终止之后仍然有效。
48. Upon termination or expiration of the Contract, the obligations which by their nature are intended to survive expiration or termination shall survive.	48. 本合同终止或期满后, 根据其性质应在期满或终止后继续有效的义务应继续有效。
49. Except for proven fraud or gross negligence by BSI, Client will indemnify and hold harmless BSI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BSI arising out of or in connection with any claim made against BSI by a third party arising out of or in connection with:	49. 除经证实 BSI 存在欺诈或重大过失外, 客户应赔偿并使 BSI 免于因第三针对 BSI 提起的索赔或与下列情况相关的任何索赔, 遭受或招致任何责任、费用、支出、损害和损失(包括但不限于任何直接、间接或附随性损失、声誉损失及所有利息、罚款和法律费用(在全额赔偿的基础上计算)以及所有其他合理的专业费用和支出):
a. BSI performing the services;	a. BSI 履行服务;
b. the subject matter of the certification;	b. 认证事项;
c. breach by Client of clause 20 or 21; or	c. 客户违反第 20 条、第 21 条规定;
d. clause 19.	d. 符合第 19 条规定的情形。
50. Either party may terminate the Contract at any time by giving the other party not less than 3 calendar months' written notice of its intention to do so.	50. 任一方均可随时终止本合同, 但应于至少 3 个日历月前书面通知另一方。
51. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract, and any other Contract Client has with BSI or BSI group companies, with immediate effect by notice:	51. 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 可通知终止本合同以及客户与 BSI 或 BSI 集团公司签订的任何其他合同并立即生效:
a. if Client breaches any material obligation and such breach remains unremedied after 30 days from the date of notification of such breach by BSI; or	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救措施; 或
b. if Client commits a material breach which is incapable of remedy; or	b. 如果客户有重大违约无法补救; 或
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
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
e. if, in the reasonable opinion of BSI:	e. 如果 BSI 合理认为:
i. Client acts in such a manner that may bring BSI into disrepute;	i. 客户以可能影响 BSI 声誉的方式行事;
ii. the provision of the services to the Client	ii. 向客户提供服务可能会影响 BSI 的声誉; 或

may bring BSI into disrepute; or	
iii. the Client is likely to satisfy the provisions set out in clause 52 (a – e).	iii. 客户可能符合第52条(a)至(e)项规定的情形。
f. if, in the reasonable opinion of BSI, BSI is unable to comply with clause 7.	f. 如果BSI合理认为, BSI无法遵守第7条规定。
52. Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party:	52. 在不影响根据本合同已产生的任何权利的前提下, 若一方发生下列情况, 另一方可立即终止本合同:
a. is unable to pay its debts as they fall due;	a. 无法偿还到期债务的;
b. has appointed a receiver, administrator or manager over its assets;	b. 已为其资产指定接收人、管理人或经理人的;
c. goes into liquidation (except for the purpose of solvent reconstruction or amalgamation);	c. 进入清算程序(出于重组或合并目的除外)
d. enters into a voluntary arrangement with its creditors; or	d. 与其债权人签订自愿偿债安排的; 或
e. ceases or threatens to cease its business.	e. 终止或威胁终止其业务的。
53. Where the Contract is terminated:	53. 当本合同终止:
a. by Client pursuant to clause 50, Client will pay BSI any costs or expenses incurred or committed to by BSI in respect of 3-month period following the date notice to terminate is provided;	a. 由客户根据第50条规定终止的, 客户应在合同终止通知发出之日后3个月内, 向BSI支付由BSI产生或向其承诺的任何费用或支出;
b. by BSI pursuant to clause 51 (a – e), Client will pay BSI all fees for the services.	b. 由BSI根据第51条(a)至(e)项规定终止的, 客户应向BSI支付所有服务费用。
54. Either party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond its reasonable control. Circumstances beyond its reasonable control include but are not limited to flood, fire, earthquake or other acts of God; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots, epidemic or pandemic; strikes, labour stoppages or slowdowns; and any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including imposing an embargo, export or import restrictions.	54. 由于超出一方合理控制的情况导致其无法合理履行义务, 该方不构成违反本合同。超出其合理控制的情况包括但不限于水灾、火灾、地震或其他天灾; 战争、战争威胁或准备、武装冲突、制裁、禁运、断交或类似行动; 恐怖袭击、内战、内乱或暴乱、流行病或大流行; 罢工、停工或怠工; 以及任何法律或政府命令、规则、条例或指示, 或政府或公共机构采取的任何行动, 包括禁运、进出口限制。
If the period of non-performance continues for 30 days, the other party may terminate the Contract by giving 14 days' advance written notice to the non-performing party.	如果无法履约时间持续30天, 另一方可提前14天向无法履约方发出书面通知以终止本合同。
55. Nothing in this Contract is intended to, or will operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.	55. 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。
56. BSI may subcontract its obligations under this Contract to individuals who may deliver services to Client on BSI's behalf.	56. BSI可将其在本合同项下的义务分包给代表BSI向客户提供服务的主体。
57. The Contract is personal to Client. Client may not	57. 本合同为客户专有。客户不得以任何方式将其于本

<p>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.</p>	<p>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。</p>
<p>58. The Contract constitutes the entire agreement between 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 the Materials do not represent a warranty of merchantability or of fitness for purpose and, in entering the Contract, it has not relied on, and will have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract.</p>	<p>58. 本合同构成双方之间的完整协议，并将替代和取消与本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，BSI 并不对所提供材料的适销性或满足特定用途的适用性作出任何保证，且未订立本合同时，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>59. A person who is not a party to the Contract will not have any rights under or in connection with it.</p>	<p>59. 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>60. 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>60. 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>61. This Contract has been translated in English and Chinese, the Chinese version will prevail to the extent of any inconsistency with the translation.</p>	<p>61. 本合同已翻译成英文和中文版本，如果翻译版本存在不一致，以中文版本为准。</p>
<p>62. 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 will, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the Contract will not be affected.</p>	<p>62. 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>63. 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>63. 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>64. Client will bring any claim or proceeding of any nature against BSI in writing within 1 year of the earlier of the date that BSI complete providing the services to Client or the date on which the Contract expires or terminates.</p>	<p>64. 客户应自 BSI 履行完毕向客户提供的服务之日或本合同期满或终止之日（以较早发生者为准）起 1 年内，以书面形式向 BSI 提出任何索赔或任何性质的法律程序。</p>
<p>65. This Contract will be governed by the laws of the People's Republic of China. Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in accordance with its arbitral rules then applicable. The seat of the arbitration shall be Beijing. The arbitral award shall be final and binding upon both parties.</p>	<p>65. 本合同适用中华人民共和国法律。任何因本合同引起的或与本合同有关的纠纷均应提交中国国际经济贸易仲裁委员会（CIETAC），根据该仲裁机构届时有效的仲裁规则仲裁。仲裁地为北京。仲裁裁决是终局的，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 IATF 16949 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.

IATF 16949 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 IATF 16949.

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](http://www.aiag.org)).

第 1 项和第 2 项可通过 AIAG ([www.aiag.org](http://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 acertification 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 accessas 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 your 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 准则对获得 IATF 认可的要求，只允许进行一次预审核。

#### 4.5 ON-SITETRAINING 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 准则对获得 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 to IATF16949 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

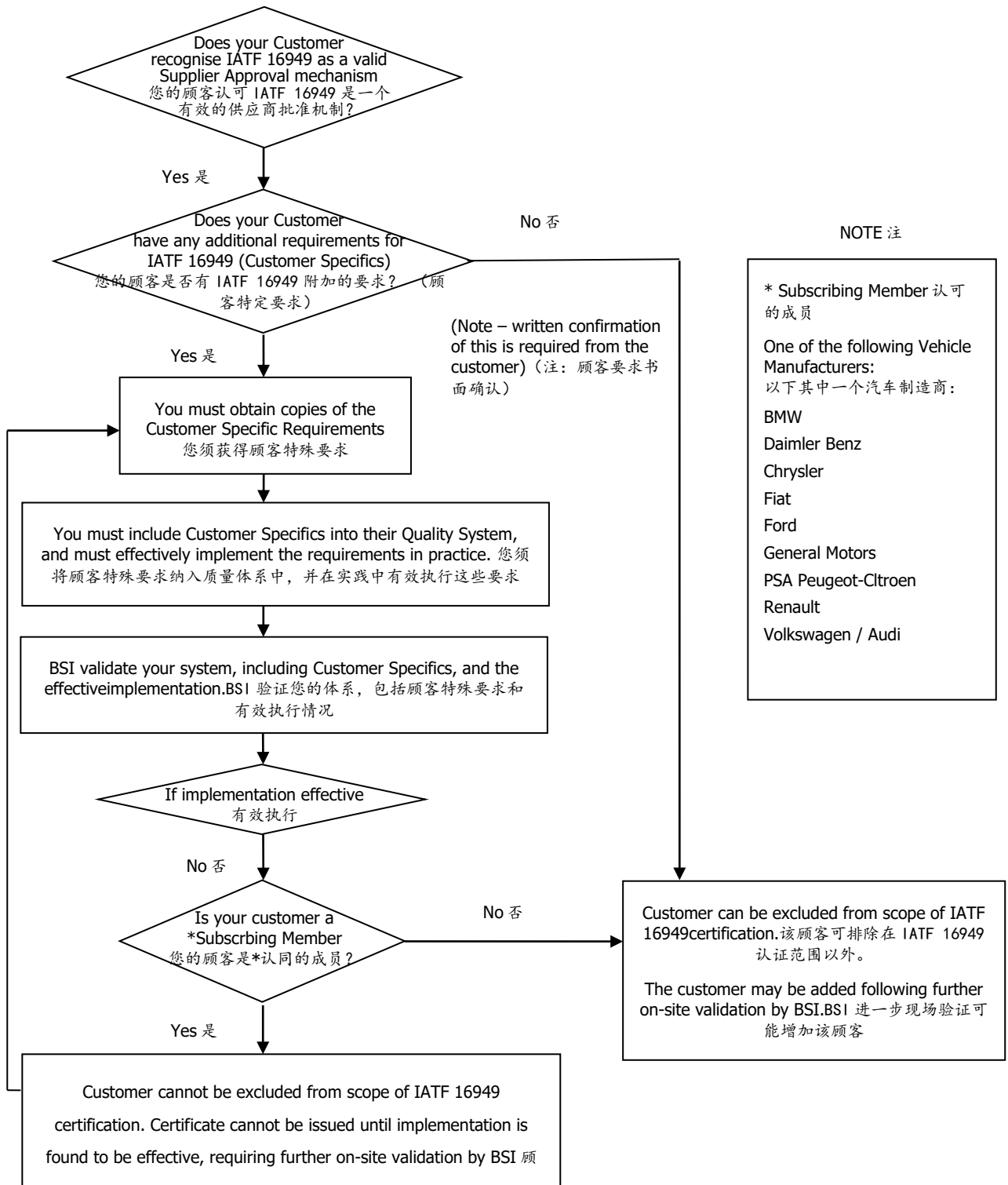
In some instances,a followup site visit is mandated(see rules section 5.11)to verify implementation of corrective actions(e.g.A major nonconformity shall require onsite verification of the corrective action).All nonconformities need to be verified on the next visit.Therefore,an appropriate amount of 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
	<b>PRE-ENGAGEMENT</b> 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	
	<b>VERIFICATION PROCESS</b> 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 confidentiality 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。