

IATF16949 认证服务合同书

IATF16949 Certification Service Contract

甲 方
Party A

安诺尔认证服务（上海）有限公司

乙 方
Party B

AENOR Certification Services (Shanghai) Ltd.

AENOR CONFIA S.A.U.

合同编号
Contract
Number

日期 DATE

CNCA 批准号 authorization number: CNCA-RF-2019-86

甲乙双方依据《中华人民共和国民法典》、《中华人民共和国认证认可条例》、《认证机构管理办法》、《质量管理体系认证规则》、《环境管理体系认证规则》、《职业健康安全管理体系认证规则》和国际认证认可规则的要求，商定由乙方向甲方提供认证服务，并就认证服务的具体项目协商一致，签订本合同。In accordance with the Civil Code of the People's Republic of China, Regulations of the People's Republic of China on Certification and Accreditation, Measures for the Administration of Certification Bodies, Rules for Certification of Quality Management Systems, Rules for Certification of Environmental Management Systems, Rules for Certification of Occupational Health and Safety Management Systems, and requirements of international certification and accreditation rules, both parties agree that Party B shall provide Party A with certification Services, and this Contract is entered into by reaching an agreement on the specific items of certification services.

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目的及范围 PURPOSE AND SCOPE OF THE OFFER

乙方安诺尔认证服务（上海）有限公司是 AENOR CONFIA S.A.U 在中华人民共和国境内设立的唯一认证机构，代表 AENOR CONFIA S.A.U 提供服务。AENOR Certification Service (Shanghai) Ltd. is the solely certification body representing AENOR CONFIA S.A.U in the People's Republic of China, representing AENOR CONFIA S.A.U to perform service.

本文件根据 IATF16949:2016 标准，描述了安诺尔认证服务（上海）有限公司及 AENOR CONFIA S.A.U.（下称 AENOR，CIF 号为 A84251990）为 CLIENT_NAME 公司编写的认证技术和商务条款。This offer describes the technical and economic conditions stated by AENOR Certification Services(Shanghai) Co.,Ltd. and AENOR CONFIA S.A.U, hereafter AENOR, with CIF number:A84251990 for the certification in accordance with Standard IATF16949:2016 of the organization CLIENT_NAME

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ECONOMIC CONDITIONS 商务条款

根据 CLIENT_NAME 公司提供的数据形成的报价如下 This budget was based on the data provided by CLIENT_NAME shown in this offer:

项 目 Item	费 用 Fees (人民币 RMB)	审核时间 Audit Time	现场审核人天 Mandays on-site
初审认证费总计（大写） Total fee for initial audit			

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第一年监督审核费用总计（大写） Total surveillance audit fees for the first year			
第二年监督审核费用总计（大写） Total surveillance audit expenses in the second year			
再认证认证费总计（大写） Total recertification fee	/		/
审核组成员差旅费 Travel expense of audit team members		实报实销 At cost	

包含增值税及其他税款 VAT or similar taxes are included.

美元价格仅为对照参考。USD prices are just for informative purposes.

CLIENT_NAME 公司将安排审核组的差旅、食宿并在审核结束后的 14 天内支付相关差旅、食宿费用至安诺尔认证服务（上海）有限公司。CLIENT_NAME will organize for the travel, accommodation, and meals of the audit team, and pay the relevant fees to Aenor Certification Services (Shanghai) Ltd. within 14 days after the audit is completed.

审核时间组成如下 Audit time is composed of:

现场审核时间（包括在客户处完成审核报告的时间）Total on-site audit time, including audit reporting, at the client's facilities.

非现场审核策划和文件评审时间 Off-site time for planning and document review at AENOR facilities.

审核时长为估计值，并且取决于先前对认证体系分析的结果。初次审核和监督审核的审核时间会由于 CLIENT_NAME 公司提供的信息变更而产生变动。客户可向 AENOR 核实审核时长决定流程。Audit duration is an estimate and is subject to the result of the prior analysis of the system to be certified. Both the budget of the initial process and of later surveillance may be modified if the data provided by CLIENT_NAME and which was used as the basis for their calculation were to change. AENOR is at your disposal for any clarification about the process to determine audit time for this offer.

如果认证机构规则变化，AENOR 保留修改此报价的权利。AENOR reserves the right to modify this budget in the event of changes to the criteria of the accreditation entity.

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AENOR 保留每年因消费物价指数变动而调整价格的权利，调整幅度以年度消费物价指数为限，并将事先跟组织进行沟通。AENOR reserves the right to update the amounts corresponding to surveillances each year, by no more than the annual CPI. This will be communicated to the organization in advance.

此报价不包含特殊审核或检验费用，此部分费用另计。若授予和维持认证前需核实不符合项关闭情况，此部分费用依 AENOR 相关计费规定另行计算。This budget does not include the cost of extraordinary audits, which have a separate budget, if required to verify the closure of the non-conformities detected, prior to the awarding and maintenance of the certification, or those costs that could arise extraordinarily as a consequence of the procedure established by AENOR.

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交易和付款方式 INVOICING AND METHOD OF PAYMENT

3.1 初审费用付款方式 Payment method of preliminary examination fee:

初审费用：该费用应于合同签订一周内支付合同金额 50%，其余款项应于现场二阶段审核前三周内付清。由于现场审核未通过而导致产生的额外审核费用由甲方承担，且在乙方下次实施现场审核前一周内一次性支付。Initial audit fee: 50% of the contract amount shall be paid within one week after the signing of the contract, and the remaining amount shall be paid within three weeks before the completion of stage 2 audit. Party A shall bear the additional audit costs caused by failure of on-site audit and shall pay them in a lump sum within one week before the next on-site audit by Party B.

3.2 监督/再认证费用付款方式 Payment method of surveillance/recertification fee:

监督/再认证费用：甲方应在监督/再认证审核前向乙方支付监督/再认证费用，乙方按本合同监督/再认证费用金额发出付费通知单，甲方应在收到付费通知单后 5 个工作日内付款。由于现场审核未通过而导致产生的额外审核费用由甲方承担，且在乙方下次实施现场审核前一周内一次性支付。Surveillance/recertification fee: Party A shall pay the supervision/recertification fee to Party B before the surveillance/recertification audit. Party B shall issue a payment notice according to the total amount of surveillance/recertification fee, and Party A shall make the payment within 5 working days upon receipt of the payment notice. Party A shall bear the additional audit costs caused by failure of on-site audit and shall pay them in a lump sum within one week before the next on-site audit by Party B.

3.3 如果在甲方获证之后，管理体系发生变更（包括但不限于企业名称、地址、规模、管理体系覆盖的范围或人数的扩大和缩小等），实际费用会适当增减，具体金额按实际状况重新核算。If Party A changes the management system after obtaining the certificate (including but not limited to the enterprise name, address, scale, scope covered by the management system or the expansion or reduction of the number of employees, etc.), the actual expenses will be appropriately increased or decreased, and the specific amount will be recalculated according to the actual situation.

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DATA OF THE CERTIFICATION ACCORDING TO THE IATF 16949:2016 STANDARD 符合 IATF 16949:2016 标准的认证数据

AENOR is approved by the IATF for this certification. Moreover, all the team members carrying out this audit must have been qualified as auditors by AENOR—in compliance with its internal procedures, the reference international standards, and the IATF requirements—and must have proven experience for the purpose of the works subject to this offer.

AENOR是一家经IATF批准的认证机构。此外，进行审核的所有成员必须已获得 AENOR 的审核员资格，符合其内部程序、参考的国际标准和 IATF 要求，并且必须在本报价所涉及的工作方面拥有丰富的经验。

Certificate's scope 认证范围:<Scope>

Certification scheme 认证方案	Single site 单一场所 ☐
	Single site with site extension 含扩展现场的单一场所 ☐
	Corporate scheme 集团审核 ☐

SITES SUBJECT TO CERTIFICATION 需进行认证的场所

MANUFACTURING SITE (MS)制造场所:	
Address 地址	
No. of people (in-house + outsourced) 企业人数 (内部+外包)	
EXTENDED MANUFACTURING SITE (EMS 1) (where applicable)扩展场所 1 (如适用):	
Address 地址	
No. of people (in-house + outsourced) 企业人数 (内部+外包)	
EXTENDED MANUFACTURING SITE (EMS n) (where applicable)扩展场所 n (如适用):	
Address 地址	

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No. of people (in-house + outsourced) 企业人数 (内部+外包)	
REMOTE LOCATION 1 (where applicable)远程支持场所 1 (如适用):	
Address 地址	
No. of people (in-house + outsourced) 企业人数 (内部+外包)	Total 全部人数: Of whom provide support 提供支持的人数:
Supporting activities 支持的活动 (IATF terminology)(IATF 术语)	
Certifying body 认证机构	
REMOTE LOCATION n (where applicable)远程支持场所 n (如适用):	
Address 地址	
No. of people (in-house + outsourced) 企业人数 (内部+外包)	Total 全部人数: Of whom provide support 提供支持的人数:
Supporting activities 支持的活动 (IATF terminology)(IATF 术语)	
Certifying body 认证机构	

INFORMATION ON THE DURATION OF THE AUDIT 审核期间的信息:

⇒ The duration of the audit covered in this offer corresponds to the days (audit days) in compliance with the IATF Rule Charts. However, there are "additional audit times" that are not included, and which should be added, related to 本报价所涵盖的审核时间包括符合 IATF规则的天数(审核天数)。但是，“额外的审核时间”没有包括在内，应该进行额外的增加

a. Verification of minor non-conformities of the previous audit, established as follows, where applicable 验证上次审核中发现的一般不符合项，具体如下：

No. of minor Non-Conformities (NCs) from the previous audit 上一次审核的一般不符合项的数量:	Additional time in days 额外的审核时间:
Between 1 and 4 minor NCs 1到4个一般不符合项	0.25 人日

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Between 5 and 8 minor NCs 5到8个一般不符合项	0.5 人日
For > 8 minor NCs > 8个一般不符合项	[(0.5 h x No. of minor NCs) / 8] days [(0.5 小时 x 一般不符合项数量) / 8] 人日

b. Investigations of quality and delivery performance of OEM clients that are IATF members, where applicable 对作为IATF成员的客户的质量和交付绩效进行调查，如适用：

No. of employees 企业人数:	Number of OEMs that are IATF members for which the quality and/or delivery goals are not met IATF成员中未达到质量和/或交付目标的原始设备制造商数量	
	1-2 IATF OEMs 1-2个IATF OEMs	3 or more IATF OEMs 3个及以上IATF OEMs
<500	4 hours = 0.5 days 4小时=0.5 人日	6 hours= 0.75 days 6 小时= 0.75 人日
500 - 3000	5 hours = 0.625 days 5 小时 = 0.625 人日	7 hours = 0.875 days 7 小时 = 0.875 人日
> 3000	6 hours = 0.75 days 6 小时= 0.75 人日	8 hours = 1 days 8 小时 = 1 人日

c. Language interpretation time: The time of the audit will be increased by 20% in those processes where an interpreter is needed.语言翻译时间：对需要翻译的那些过程，审核时间将增加20%

d. Among others, the time of technical experts for significant change investigation, impact due to scope increase, or impact due to relocation, shall be defined in each case where applicable.其中，技术专家进行重大变更调查的时间、范围增加的影响或搬迁的影响，应视情况逐一确定

SPECIFIC CONDITIONS 具体情况

The signatory is committed 签署人承诺: ;

⇒ To providing any information connected with any previous and/or existent certification, conforming to IATF 16949 before signing the contract在签订合同前，提供与任何先前和/或现有认证相关的信息，以符合 IATF 16949 标准；

⇒ To having a quality management system implemented, according to IATF 16949, a minimum of twelve (12) months before the date of this request. In case this time being under twelve (12) months, it will be possible to get a Conformity Letter, but not the Certification 根据 IATF 16949 标准，在本申请日期前至少十二 (12) 个月内实施了质量管理体系。如果未满足十二 (12) 个月，则可以获得符合性证明函，但不能获得认证证书。

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⇒ If the requesting organization has received "in-company training" on management systems by AENOR, not to carrying out this certification until after two years after the date of the training. AENOR commits itself not to providing in-company training in its company while the IATF certification is in force, in order to guarantee the impartiality of certification services, according to the IATF Rules 如果申请组织接受了AENOR的管理体系的“内部培训”，则应在培训日期后两年后再进行认证。根据IATF规则，AENOR承诺在IATF认证的有效期内，不向获证组织提供内部培训，以保证认证服务的公正性；

⇒ To notifying AENOR about any significant change relating to 向 AENOR 通报以下方面的任何重大变化:

- legal situation法律状况,
- situation of the property (e.g., mergers, acquisitions, alliances, joint ventures, etc.)财产状况 (如合并、收购、联盟、合资等) ,
- Management's structure (e.g., High Management, key decision-making staff, etc.)管理层结构 (如最高管理层、关键决策人员等) ,
- contact address or location联系地址或位置,
- relocation of the manufacturing process(es) or of the support activities生产过程或支持活动的搬迁,
- closing and transfer of a Manufacturing Site (MS), an Extended Manufacturing Site (EMS), or a Standalone Remote Support Location (RSL),关闭和转移生产场所 (MS)、扩展生产场所 (EMS) 或远程支持场所 (RSL)
- scope of the operations in the scope of the quality management system, including the new locations and/or support relations that will be included in the certification scope质量管理体系的运行范围，包括将被纳入认证范围的新场所和/或支持关系,
- outsourcing of the processes of the quality management system to other organizations 将质量管理体系的过程外包给其他组织,
- situations in which an automotive client is discontent, and which require notification to the certification body, as described in the specific IATF OEM automotive client requirements (e.g., special status conditions, etc.)汽车客户不满意并需要通知认证机构的情况，如IATF OEM汽车客户的具体要求 (例如，特殊状态条件等) ,
- a signed contract with another certification body accepted by IATF 与IATF批准的其他认证机构签订的合同。

AENOR reserves the right to plan a special audit to verify the impact of the changes declared in the management system. AENOR保留策划特殊审核的权利，以验证在管理体系中声明的变更的影响。

The client commits客户承诺:

⇒ Not to refusing the conduction of an IATF-surveilled audit by the certification body不拒绝认证机构进行IATF监督审核;

⇒ Not to refusing the presence of the certification body's internal surveillance auditor不拒绝认证机构内部监督审核员的在场;

⇒ Not to refusing the presence of IATF's observers不拒绝IATF观察员的在场;

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- ⇒ Not to refusing the provision of the final audit and non-conformity reports to the IATF by the certification body, when requested 不拒绝认证机构应要求向IATF提供最终审核报告和不符合项报告;
- ⇒ To making sole use of the IATF logo is as indicated in the Certificate or Conformity Letter issued by the certification body (full reproduction of the Certificate or Conformity Letter). Any other separate use of the IATF logo is forbidden 使用IATF标志的方法应如认证机构颁发的证书或符合性证明函中所示(证书或符合性证明函的完整副本)。禁止任何其他单独使用IATF标志的行为;
- ⇒ Making sure that the advisors are not physically present on the facilities throughout the audit, and that they do not participate in it in any other way 确保咨询在整个审核过程中不在现场,也不以任何其他方式参与审核;
- ⇒ In the cases of surveillance, recertification or certificate transfer audits, to setting an audit day with the certification body 90 days in advance to the audit day 进行监督审核、再认证审核、转机构审核的项目,应当在审核日期前90天与认证机构约定审核日期;
- ⇒ To delivering the information requested for the preparation of the audit plan to the certification body at least 30 days before the audit, which needs to include 至少在审核前30天向认证机构提供编制审核计划所需的信息,其中需要包括:
 - a. The documentation of the client's quality management system, which shall meet at least the requirements shown in section 7.5.1.1 of the IATF 16949 standard and include information on the support functions and its sites, including the nature of the provided or received support to/from other manufacturing site or remote assistance site 客户的质量管理体系文件,至少应满足IATF 16949标准第7.5.1.1节的要求,并包括支持职能及其场所的信息,包括向其他生产现场或远程协助现场提供或接收支持的性质;
 - b. Information relating to the significant changes in the structure of the organization since the last audit, including the changes in the support locations (RL) and/or the relevant support activities 自上次审核以来组织结构发生重大变化的信息,包括支持场所和/或相关支持活动的变化;
 - c. Information on the relocation of the manufacturing and/or support activities since the last audit 自上次审核以来,制造和/或支持活动搬迁的信息;
 - d. The number of employees on each Manufacturing Site (MS), Extended Manufacturing Site (EMS), and/or Standalone Remote Support Location (RSL) 每个生产场所(MS)、扩展生产场所(EMS)和/或独立远程支持场所(RSL)的员工人数;
 - e. Any language spoken at the location different from the language in which the audit will be conducted, including the proportion of workers who speak the alternative language, and the processes they are working on at work地点使用的任何语言与将要进行审核的语言不同,包括使用替代语言的工人的比例,以及他们正在进行的过程;
 - f. Detailed information on any consulting service related with the quality management system since the last audit 自上次审核以来与质量管理体系有关的任何咨询服务的详细信息;
 - g. Performance and trends of the quality management system related with the performance goals established since the last audit 自上次审核以来,与所建立的性能目标相关的质量管理体系的绩效和趋势;
 - h. Performance related with the external goals and the corresponding trends, including the reports and control panels, the satisfaction of automotive clients, and the summary of the claims filed by the automotive clients since the last audit 与外部目标及相应趋势相关的绩效,包括报告和控制计划,汽车客户的满意度,以及自上次审核以来汽车客户索赔的总结;

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- i. Any other situation of automotive client discontent (e.g., special status conditions, claims of the IATF Claim Management System (CRN), etc.) since the last audit 自上次审核以来,汽车客户投诉的任何其他情况(如特殊状态、IATF索赔管理系统(CRN)索赔等);
- j. The last audit report(s) of the Remote Support Site (RL) and the non-conformity management record(s) if the audit was carried out by a different certification body 如果远程支持场所(RL)审核是由其他认证机构进行的最近一次审核报告和不符合项关闭报告;
- k. Information on the gained automotive clients, including their specific requirements, and/or those automotive clients lost since the last audit 获得的汽车客户信息,包括其具体要求,和/或自上次审核以来失去的汽车客户信息;
- l. Updates or reviews of the specific requirements of the existing automotive clients since the last audit 自上次审核以来,对现有汽车客户的特定要求进行更新或评审;
- m. The outcomes of the system's internal audits and the Management review record or records since the last audit. 体系内部审核结果和管理层评审记录或自上次审核以来的记录;
- n. Note: In case of a special audit or a Remote Location audit, it is possible that some of the planning elements from previous audits are not required. 注意:特殊审核或远程支持场所审核的项目,可能不需要以前审核中的一些策划材料。

Note: In case the requested information on the audit planning is not presented to the certification body at least thirty (30) calendar days before the start day of the audit, the certification body will consider delaying the audit in order to guarantee that the audit plan can be provided to the client at least fourteen (14) calendar days before the start day of the audit.

注:如果所要求的审核策划信息在审核开始日前至少三十(30)个日历日未提交给认证机构,则认证机构将考虑推迟审核,以保证在审核开始日前至少十四(14)个日历日将审核计划提供给客户。

Note: Delaying an audit might entail the loss of the certification if the deadlines established in the IATF Rules are not met.

注意:如果不满足IATF规则中规定的截止日期,延迟审核可能会导致认证失败。

If under exceptional circumstances, due to confidentiality issues, the proof of the Management Review is not issued at least thirty (30) calendar days before the start day of the audit, the certification body will add at least two (2) hours to the audit plan for the on-site review of the Management Review evidence before the beginning of the opening meeting.

如果在特殊情况下,由于保密问题,在审核开始日前至少三十(30)个日历日未提供管理评审的证据,则认证机构将在审核计划中增加至少两(2)小时,以便在首次会议开始前对管理评审证据进行现场审核。

The certification body will request updated information for the planning of the audit, as appropriate, between Stage 1 "Preparation assessment", and Stage 2 "Certification audit".

在第1阶段“准备评估”和第2阶段“认证审核”之间,认证机构将酌情要求提供审核策划的最新信息。

- ⇒ In the case of a transfer audit, apart from what was requested in the previous point, to providing the audit records (plan, report and closing of action plans) for the last three years

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with its previous Certification Body. In transfer audit cases, in addition to the above, you must also provide the previous audit record (audit plan, report and non-conformity closure).

- ⇒ In case of a transfer audit, not to cancelling the contract with the current certification body until having received AENOR's certificate. Likewise, to respecting the audit cycles of the current certification body in case of Transfer audits. 转机构审核的项目,在收到AENOR的证书之前,不得取消与当前认证机构的合同。同样,在进行转移审核时,要尊重当前认证机构的审核周期。
- ⇒ If the signatory wishes to transfer the certificate to a new certification body, they shall notify AENOR of their intention to do so upon signature of a legal contract with a new certification body. With such notification, AENOR commits not to terminating the contract until the transfer activities with the new body have been completed. 如果客户希望将证书转移到新的认证机构,他们应在与新的认证机构签署法律合同时通知AENOR他们这样做的意图。接到此类通知后,AENOR承诺在与新机构的转让活动完成之前不终止合同。
- ⇒ In the event of any cancellation, withdrawal and/or expiry of the certificate, to removing all the references to the IATF 16949 certification from all the internal and external marketing channels (including, but not limited to, websites, or printed and electronic means) 在证书被取消、撤销和/或到期的情况下,在所有内部和外部营销渠道(包括但不限于网站、印刷和电子方式)中删除对IATF 16949认证的所有引用
- ⇒ The certification body shall notify its clients within ten (10) natural days of any change in the property status of the certification body or of any loss of IATF approval. 认证机构应在十(10)个自然日内通知其客户认证机构财产状况的任何变化或IATF批准的任何损失。
- ⇒ The certification body, including all of its IATF 16949-sponsored auditors, shall meet all the relevant data protection laws for the relevant jurisdictions of the clients, and it shall provide enough transparency regarding the use of relevant personal identification information (PII). 认证机构,包括其所有IATF 16949审核员,应满足客户相关司法管辖区的所有相关数据保护法律,并应就相关个人识别信息(PII)的使用提供足够的透明度。

05

IMPROVEMENTS IN RELATION TO THE SCOPE OF THIS OFFER

与此文件范围有关的改进

The intrinsic values of each company are key when choosing a Certification Body to work together with your organization, as these values themselves represent a differentiating factor:

在选择与您的组织合作的认证机构时,每个公司的内在价值是关键,因为这些价值本身存在着差异:

- Credibility and trust in AENOR, whose code of ethics has been recognized by its faultless trajectory for years, evidencing its independence, impartiality, transparency, objectivity, strictness and know-how.

AENOR 拥有公信力并受到信任,其无可挑剔的道德准则多年来一直得到认可,证明了其独立性、公正性、透明性、客观性、严格性和专业性。

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- Corporate value of AENOR as an organization and the main certification body in Spain.

AENOR 作为组织和西班牙主要认证机构的企业价值。

- AENOR boasts a wide array of accreditations for providing certification services in Spain.

AENOR 在西班牙提供的认证服务拥有广泛的认可。

- Methodological approach proven by our over 25 years of proven efficiency in the provision of management system audits.

我们25年来在提供管理体系审核方面已得到验证的效率证明了我们的方法论。

- AENOR provides value and excellence to organizations, providing the best improvement opportunities for your management systems, through the focus on the audit process by including in the audit reports comments regarding aspects to improve and suggestions of interest to your organization, based both on the findings during the audit and on the experience of our auditors in similar organizations, or their knowledge of integrated management systems.

AENOR 通过将重点放在审核过程中,包括审核报告中有关改进的方面的评论和组织感兴趣的建议,基于一方面在审核期间的审核发现,以及审核员在类似组织中的经验或他们对结合管理系统的了解,为组织提供价值和卓越的服务,从而为您的管理系统提供最佳的改进机会。

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甲方 (印章及签字): Party A (seal and signature):	乙方 (印章及签字): Party B (seal and signature):	
	AENOR CONFIA S.A.U	安诺尔认证服务(上海)有限公司 AENOR Certification Services (Shanghai) Ltd.
法定代表人或委托代理人: Legal representative or authorized representative:	授权代表人: Authorized representative: David DE PASTORS PÉREZ	法定代表人或委托代理人: Legal representative or authorized representative: Tao Song 宋涛
签署日期 Issue date:	签署日期 Issue date:	签署日期 Issue date:
地址: Address:	地址: 上海市闵行区颛溪路 169 号 3 幢 203 室 Address: Room 203, Building 3, No. 169, Lianchuan Road, Minhang District, Shanghai City, China	
电话: Tel.:	电话: +86-21-5652-1618	
传真: Fax:	传真: +86-21-6129-4056	
开户银行 Bank: (人民币 CNY)	招商银行股份有限公司上海浦江镇支行	
账号: Account number:	账号 Account number: 121992467210001 (人民币 RMB)	
开户银行 Bank: (美元 USD/欧元 EUR)	开户银行: Bank: 中国银行上海市康桥支行	
账号: Account number:	账号 Account number: 455977472785 (美元 USD/欧元 EUR) SWIFT CODE: BKCHCNBJ300	
温馨提醒: 以上为乙方唯一指定收款账户, 任何直接支付至业务员个人账户的行为, 本公司将不予承认, 且不能开具发票。 Warmly reminder: The above is the only designated receiving account of Party B. Any direct payment to the salesperson's personal account will not be recognized by our company and no invoice can be issued.		

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1.5 甲方取得认证注册资格后, 应在证书有效期内持续有效运行其管理体系, 并按期接受监督审核与再认证审核。第一次监督审核应在初次认证或再认证证书签发之日起 12 个月内完成 (IATF 适用); 第二次监督审核应在第一次监督审核后 12 个月内实施 (涉及管理体系认证的, 第二次监督审核应在初次或再认证证书签发之日起 24 个月内完成, 且与第一次监督审核的时间间隔不得超过 12 个月) (IATF 适用); 再认证审核应在认证证书到期前完成 (IATF 应在初次审核第二阶段或再认证结束之日+36 个月前完成); 甲方如未能在上述规定期限内完成相应审核, 其认证证书将被暂停, 暂停期限最长不超过 6 个月, 如甲方存在特殊情况, 且已履行付费义务, 经乙方评估后, 可酌情考虑是否适当延长办理期限。因甲方自身原因导致认证证书被暂停的, 由此产生的后果和责任由甲方承担。

After Party A has obtained certification registration, it shall ensure the continual and effective operation of its management system throughout the validity period of the certification and shall undergo surveillance audits and recertification audits as scheduled. The first surveillance audit shall be completed within 12 months from the date of issuance of the initial certification certificate or recertification certificate (applicable to IATF certification). The second surveillance audit shall be conducted within 12 months following the first surveillance audit. For management system certification, the second surveillance audit shall be completed within 24 months from the date of issuance of the initial certification certificate or recertification certificate, and the interval between the first and second surveillance audits shall not exceed 12 months (applicable to IATF certification). The recertification audit shall be completed prior to the expiry date of the certification certificate (For IATF certification, the recertification audit shall be completed before the date falling 36 months after the last day of the initial certification stage 2 audit or recertification audit). If Party A fails to complete the relevant audit within the time limits specified above, its certification certificate shall be suspended. The suspension period shall not exceed 6 months. Where Party A has special circumstances and has fulfilled its payment obligations, Party B may, upon evaluation, determine at its sole discretion whether an appropriate extension of the processing period may be granted. Where the certification certificate is suspended due to reasons attributable to Party A, Party A shall bear all consequences, liabilities and responsibilities arising therefrom.

1.6 甲方应在认证证书到期前, 完成再认证的现场审核 (IATF 应在初次审核第二阶段或再认证结束之日+36 个月前完成)。如再认证审核开具了严重不符合项, 甲方应在原证书到期前完成整改并通过验证, 确保严重不符合项有效关闭 (IATF 再认证审核的所有不符合项, 至少应在原认证证书到期前 14 天完成整改并通过验证)。否则, 原认证证书到期后即自动失效, 认证机构将按照初次认证程序重新开展认证活动, 相关全部费用由甲方承担。

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ANNEX 1 附件一

1.GENERAL CONDITIONS 通用条款

- 1.1 乙方按认证程序对甲方进行认证审核 (认证程序查询链接: [LINK1](#), [LINK2](#), [LINK3](#)), 在确认管理体系符合合同约定的审核依据后, 为甲方办理认证注册, 发放或换发管理体系认证证书。证书有效期为三年。Party B shall conduct certification audit on Party A in accordance with the certification procedures which you can check here [LINK1](#), [LINK2](#), [LINK3](#). After confirming that the management system conforms to the audit basis agreed in the contract, Party B shall conduct certification registration for Party A and issue or change the management system certification certificate. The certificate is valid for three years.
- 1.2 认证审核过程 (认证程序) 包括 Certification audit process (certification procedure) includes:
- 1) 管理体系准备评审; Management system preparation and review;
 - 2) 现场审核: 包括初审或再认证, 及证书有效期内的监督审核; On-site audit: including initial audit or re-certification audit and supervision audit within the validity period of the certificate;
 - 3) 初审或再认证审核通过后的批准注册、颁发认证证书。The approval of registration and issuance of certification certificates after the initial audit or re-certification audit.
- 1.3 进行现场审核的时机及条件 Occasions and conditions for on-site audit:
- 1) 初审: 甲方应向乙方提交管理体系文件, 并保证提供至少三个月体系运行的全部文件和资料证据, 证据应该是真实的 Preliminary examination: Party A shall submit management system documents to Party B and guarantee to provide at least 3 months all the documents and files evidence of the system.
- 1.4 认证审核时间以双方确认的时间为准。初次认证审核应分为两个阶段实施: 第一阶段和第二阶段, 且两个阶段应有适当的间隔, 以确保甲方有足够的时间对第一阶段识别的任何需关注问题进行整改, 否则有可能导致推迟或取消第二阶段。针对质量、环境、职业健康安全管理体系认证, 两个阶段审核时间间隔最短不应少于 5 日, 最长不应超过 6 个月 (IATF 不应少于 20 日, 最长不应超过 3 个月)。The audit time shall be confirmed by both parties. The initial certification audit should be conducted in two stages: stage 1 and stage 2. There should be an appropriate interval between the two stages to ensure that Party A has sufficient time to rectify issues of concern identified in the stage 1; otherwise, it may lead to the postponement or cancellation of the stage 2. For quality, environmental, and occupational health and safety management system certification, the time interval between the two stages should be no less than 5 days and no more than 6 months at the longest. (For IATF certification, the interval shall not be less than 20 days and shall not exceed 3 months.)

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Party A shall complete the on-site audit for re-certification before the expiration of the certification certificate (For IATF certification, the recertification audit shall be completed before the date falling 36 months after the last day of the initial certification stage 2 audit or recertification audit). If major non-conformities existing in the re-certification audit, Party A shall complete the rectification and pass the verification before the expiration of the original certificate to ensure that major non-conformities are effectively closed (For IATF recertification, all nonconformities shall be corrected and verified at least 14 days prior to the expiry date of the existing certification certificate). Otherwise, the original certification certificate will automatically become invalid upon expiration. Party B will re-conduct the certification activities in accordance with the initial certification procedures, and all related costs will be borne by Party A.

1.7 部分认证领域证书有效期和监督周期有特殊规定的, 以相应的认证实施规则要求为准。If there are special provisions on the validity period of the certificate and the supervision period in some certification fields, the requirements of the corresponding certification implementation rules shall prevail.

2.OBLIGATIONS AND RIGHTS 双方责任和权利

2.1 甲方责任和权利 The obligations and rights of Party A

- 2.1.1 始终遵守认证认可相关法律法规及乙方相关认证程序要求, 持续有效运行其管理体系, 配合国家认监委、各级行政监督部门、认可机构及乙方开展的各类监督检查、抽查、见证审核、飞行检查、稽查、客户投诉调查、见证审核等, 对相关事项的询问和调查如实提供材料和信息。Party A shall abide by the relevant laws and regulations on certification and accreditation as well as the certification procedures requirements of Party B, and operate its management system continuously and effectively. In addition, Party A shall accept the supervision, inspection, spot checks, witness audits, unannounced inspection, customer complaint investigations, etc. which conducted by CNCA, administrative supervision departments at all levels, accreditation bodies and Party B, and provide truthful materials and information for inquiries and investigations regarding relevant matters.
- 2.1.2 应遵守认证程序要求, 如实提供相关材料和信息, 包括但不限于申请资料、现场审核资料、不符合项整改证据均真实、准确、有效。为实施现场审核提供必要的工作条件, 为检查文件和接触所有过程与区域、记录及人员提供条件。Party A should adhere to the requirements of certification procedures, and provide relevant materials and information truthfully, including but not limited to application materials, on-site audit information, and evidence for

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rectification of non-conformities, all of which should be true, accurate and valid. Part A should also provide the necessary working conditions for on-site audits and provide certain conditions for inspecting documents and accessing all processes, areas, records and personnel.

2.1.3 享有宣传获得认证资格的事实。The right to publicize the fact that certification has been obtained.

2.1.4 应照合同约定及时向乙方支付所有费用。Party A shall pay all expenses to Party B in a timely manner as stipulated in the contract.

2.1.5 享有因获得认证资格及使用认证证书和认证标志取得的经济利益。To enjoy the financial benefits of obtaining the certification and the use of the certification certificate and certification mark.

2.1.6 对乙方认证过程中不规范的认证行为有权提出申诉、投诉。To lodge appeals or complaints against non-standard certification behavior during the certification process.

2.1.7 甲方有权提出认证注销申请，并交还证书原件，由乙方办理注销手续。Party A shall have the right to apply for the cancellation of the certification and return the original certificate. Party B shall handle the cancellation procedures.

2.1.8 获得认证证书后，甲方应当在广告、宣传等活动中正确使用认证证书和认证标志和有关信息，不得利用认证证书、认证标志和相关文字、符号误导公众，不得在产品上仅标注认证标志，只有在注明获证组织通过认证及认证机构名称的情况下，方可在产品包装上标注认证标志。认证证书处于暂停期间、被撤销或注销后，不得继续使用认证证书和认证标志，并按乙方要求退还证书（副本），同时停止所有相关广告和宣传。 After obtaining the certification certificate, Party A shall correctly use the certification certificate, certification mark and relevant information in advertising, promotion and other activities. Part A shall not mislead the public by using the certification certificate, certification mark and related words and symbols, nor shall it only mark the certification mark on the product. Only when it is noted that the organization has obtained the certification and noted the certification body name, then can the Part A mark the certification mark on the product packaging. If the certification certificate is suspended, terminated or cancelled, Part A shall not use the certification certificate and certification mark, and it shall return the certificate (copy) as required by Party B and stop all related advertisements and promotions.

2.1.9 甲方在获得认证后，如发生以下任何情况，应于 24 小时内向乙方通报，乙方视情况采取相应的措施（包括但不限于调整对甲方的监督周期及认证范围，暂停或撤销认证证书等）。 After obtaining the certification, if any of the following situations occur, Party A shall notify Party B within 24 hours. Party B shall take corresponding measures as the situation requires.

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2.1.9.8 出现影响管理体系运行的其他重要情况。Other important circumstances that affect the operation of the management system occur.

2.2 乙方责任和权利 The obligations and rights of Party B

2.2.1 严格遵守认证认可相关法律法规，公正、客观、科学地开展认证活动。Strictly abide by the relevant laws and regulations on certification and accreditation, and conduct certification activities impartially, objectively and scientifically.

2.2.2 签订合同后，应派遣具备相应资质的审核组实施审核。After the contract is signed, Part B shall dispatch an audit team with the corresponding qualifications to conduct the audit.

2.2.3 在甲方符合认证相关要求的情况下，应向甲方颁发认证证书，告知其认证证书和标志的使用规则，并通过网站或其他形式公布证书信息。经审核确认甲方不满足认证要求的，乙方有权不颁发认证证书。不允许甲方使用 AENOR 认证标志，并有权收取已实际发生的认证活动费用。If Party A meets the relevant certification requirements, Part B shall issue Part A with a certification certificate, inform it of the usage rules of the certification certificate and mark, and publish the certificate information through the website or other forms. If it is confirmed after audit that Party A does not meet the certification requirements, Party B has the right not to issue the certification certificate, not to allow Part A to use the AENOR certification mark and has the right to charge for the actual certification activities that have conducted.

2.2.4 当认证要求发生变更时应及时通知甲方，并验证甲方是否符合新的要求。If the certification requirements change, Party B should notify Part A in a timely manner and verify whether Party A meets the new requirements.

2.2.5 在证书有效期内，乙方应按规定对甲方实施例行监督审核、再认证审核、特殊审核、认证有效性稽查/抽查、以及提前较短时间审核或不通知审核。当甲方管理体系持续地或严重地不满足认证要求，或发生影响产品质量/环境绩效/职业健康安全绩效等重大事故或严重违法行为时，乙方有权对甲方立即实施一次特殊审核，并有权立即暂停、撤销、注销甲方认证资格，同时甲方在证书暂停期内，应停止相关认证资质的宣传及证书和标志的使用。During the validity period of the certificate, Party B shall, in accordance with the regulations, conduct routine supervision audits, re-certification audits, special audits, certification validity checks or spot checks, as well as audits conducted in advance at a relatively short time or without notice to Party A. When Party A's management system continuously or seriously fails to meet the certification requirements, or when major accidents or serious illegal acts that affect product quality, environmental performance, occupational health and safety performance occur, Party B has the right to immediately conduct a special audit on Party A and has the right to immediately suspend, terminate or cancel Party A's certification qualification. During the suspension

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including but not limited to adjusting the supervision cycle and certification scope for Party A, suspending or terminating its certification certificate, etc.

2.1.9.1 客户及相关方有重大投诉；There are major complaints from customers and relevant parties.

2.1.9.2 发生产品或服务的质量/环境/职业健康安全故障/产品有害物质特性事故，以及发生被监管部门介入的严重事件或违法情况（如受到行政处罚、或被列入“国家企业信用信息公示系统”和“信用中国”发布的严重违法失信名单）； There are accidents, quality, environmental, occupational health and safety accidents of products or services, and accidents related to the characteristics of harmful substances in products, as well as serious incidents or illegal situations that involvesupervision departments. For example, it was subject to administrative penalties, or it is included in the List of Serious Violations and Dishonesty Entity released by the "National Enterprise Credit Information Publicity System" and "Credit China".

2.1.9.3 相关情况发生变更，包括但不限于：取得的相关法律法规规定的行政许可变更或过期失效；法律地位、经营状况、组织状态或所有权变更；组织和管理层（如关键的管理、决策或技术人员）变更；认证范围内人员数量变更；生产经营或服务的联系地址和场所变更；管理体系覆盖的运作范围变更；管理体系和过程的重大变更等；The relevant circumstances have changed, including but not limited to: alterations or expiration of its administrative licenses as stipulated by relevant laws and regulation; changes in legal status, business conditions, organizational status or ownership; organizational and management changes, such as the changes of key management, decision-making or technical personnel; changes of the number of employees within the certification scope; changes of the contact address and location for production, operation or services; changes of the operational scope covered by the management system; major changes of the management system and processes; changes of obtained organizational structure, etc.

2.1.9.4 生产、销售的产品或提供的服务被质量或市场监管部门抽查不合格的；The products produced or sold and the services provided are found to be substandard in random checks by quality or market supervision departments;

2.1.9.5 被行政监管部门责令停产停业整顿的，或出现重大事故时；Part A is ordered by administrative regulatory authorities to suspend production or business operations for rectification. And major accidents occur.

2.1.9.6 被地方认证监管部门发现体系运行存在问题的；Problems are found in the operation of the system by local certification supervision authorities.

2.1.9.7 适用的法律法规要求的变更信息；Information change required by applicable laws and regulations.

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period, Part A should stop the promotion of relevant certification qualifications and the use of certificates and marks.

2.2.6 甲方获准 AENOR 认证后，如未按时支付初审、监督、再认证或必要的补充、特殊审核费及审核人员的差旅费用，乙方有权暂停、撤销甲方的认证资格并要求甲方停止使用并退还相关的认证证书和认证标志。If Party A fails to pay the initial audit, supervision, re-certification or necessary supplementary audit and special audit fees as well as the travel expenses of the audit personnel on time after obtaining the AENOR certification, Party B has the right to suspend or terminate Party A's certification qualification and require Party A to stop using and return the relevant certification certificates and certification marks.

2.2.7 有权公布甲方的获准、暂停、注销和撤销认证状态及认证证书信息。Part B shall have the right to publish the certification status of Party A, including approval, suspension, cancellation and termination, as well as the information of the certification certificate.

2.2.8 依据法律要求或认可机构合同要求，向监管部门或认可机构提供甲方信息。In accordance with legal requirements or the contractual requirements of the accreditation body, Part B has the right to provide the information of Party A to the supervision authorities or the accreditation body.

2.3 当甲方发生包括但不限于以下情形时，甲方的认证证书应被暂停（IATF 适用）：Party A's certification certificate shall be suspended when the following circumstances occur to Part A (applicable to IATF), including but not limited to:

2.3.1 认证管理体系持续或严重不满足认证要求的，包括管理体系文件与实际业务运作严重脱离；Part A's certification management system fails to meet the certification requirements continuously or seriously, including the management system documents are seriously disconnected from the actual business operations;

2.3.2 不满足认证管理体系适用的法律法规要求，且未采取有效纠正措施的；Failing to meet the requirements of the applicable laws and regulations of the certification management system and fails to take effective corrective actions;

2.3.3 受到与认证管理体系相关的行政处罚，且尚未完成整改的；Party A has been subject to administrative penalties related to the certification management system and has not yet completed the required rectification;

2.3.4 发生与认证管理体系相关的重大事故，反映获证组织管理体系运行存在重大缺陷的；Major accidents related to the certification management system occur, reflecting major deficiencies in the operation of Part A's management system;

2.3.5 拒绝配合市场监管部门的认证执法监督检查，或者提供虚假材料或信息的；Part A refuses to cooperate with the market regulatory authority on the supervision and inspection of certification enforcement, or provides false materials or information.

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2.3.6 持有的与认证管理体系范围有关的行政许可文件、资质证书、强制性认证证书等过期失效的； Part A's administrative license documents, qualification certificates, compulsory certification certificates, etc. related to the certification management system have expired.

2.3.7 不能按照规定的的时间间隔接受监督审核的；
Failing to accept supervision audit at the prescribed time intervals;

2.3.8 未按相关规定正确引用和宣传获得的认证证书和有关信息，包括认证证书和认证标志的使用；

Failing to properly mark and promote the obtained certification certificates and related information in accordance with relevant regulations, including the use of certification certificates and certification marks;

2.3.9 不承担、履行认证合同约定的责任和义务的；

Failing to accept the liability and to fulfill the obligations stipulated in this contract;

2.3.10 被有关行政监管部门责令停业整顿的；

Part A has been ordered to suspend business for rectification by the relevant administrative regulatory authorities.

2.3.11 发生与认证管理体系相关重大舆情的。

A major public opinion incident related to the certification management system occurs.

2.3.12 其他应暂停认证证书的情形

Other circumstances under which the certification certificate shall be suspended

2.4 当甲方发生包括但不限于以下情形时，甲方的认证证书应被撤销（IATF 适用）：

The certification certificate of Party A shall be terminated when the following circumstances occur to Part A (applicable to IATF), including but not limited to:

2.4.1 被注销或撤销法律地位证明文件的；

Part A's certificates of legal status are cancelled and terminated.

2.4.2 被“国家企业信用信息公示系统”和“信用中国”列入严重违法失信名单的；

Part A is included in the List of Serious Violations and Dishonesty Entity released by the "National Enterprise Credit Information Publicity System" and "Credit China".

2.4.3 认证证书的暂停期限已满，但导致暂停的问题未得到解决或有效纠正的；

The suspension period of the certification certificate has expired, but the problem causing the suspension has not been resolved or effectively corrected;

2.4.4 经行政监管部门确认，因获证组织违规造成与认证体系相关的重大事故（或事件）的（针对质量管理体系有其他严重违法违反该体系相关法律法规的行为，受到相关行政监管部门处罚的）；

A major accident or incident related to the certification system occurs due to the Part A's violation as confirmed by the administrative regulatory authorities. For example, Part A is

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A are found to be substandard in the national supervision and random inspection of product quality, Party A shall notify Party B within 30 days from the date when the relevant random inspection department issues the notice, and accept the supervision audit or special audit conducted by Party B.

4.3 甲方需承担选择的认证机构资质被撤销而带来的认证活动终止，认证证书无法使用的风险。
Party A shall bear the risk of the termination of the certification activities and the invalidity of the certification certificate due to the revocation of the qualification of the selected certification body.

4.4 对认证过程中或监督审核中因乙方责任造成的任何损失，包括乙方的资质被暂停或撤销导致甲方认证证书无法有效保持的，其索赔的赔偿费将不得超过甲方已支付的最近一次认证审核费或监督审核费。除前述赔偿外，乙方不再承担任何其他损失的赔偿责任。

For any losses caused by Party B during the certification process or supervision audits, including the suspension or termination of Party B's qualification resulting in the inability to effectively maintain Party A's certification certificate, the compensation claim shall not exceed the most recent certification audit fee or supervision audit fee already paid by Party A for this audit. In addition to the aforementioned compensation, Party B shall not be liable for any other losses.

5.合同的生效与终止 SECRECY AND CONFIDENTIALITY CLAUSE EFFECTIVENESS AND TERMINATION OF THE CONTRACT

5.1 本合同一式两份，甲方和乙方各执壹份，具有同等的法律效力，自双方代表签字盖章之日起生效。This Contract is made in two originals, with one held by Party A and Party B respectively. Both originals have the same legal effect and shall come into force upon being signed and sealed by the representatives of both parties

5.2 审核终止或认证证书到期的同时，本合同书终止。This Contract shall be terminated upon audit terminated or certificate expiration.

5.3 注销或撤销认证证书的同时，本合同书终止。The contract shall be terminated upon cancellation or revocation of the certification certificate.

6.合同的生效与终止违约责任 LIABILITY FOR BREACH OF CONTRACT

6.1 甲方未能履行本合同项下的任何义务，包括但不限于第 3.1 条及本合同其他条款约定的隐瞒重要信息、提供虚假信息、未按期支付费用、未能配合审核检查、未履行重大事项通报义务、违反证书及标志使用规定等），均构成违约；一旦违约，乙方有权依据认证规则及本合同约定采取包括但不限于暂停、撤销认证证书等措施，甲方应承担由此产生的一切后果。如甲方违反诚信原则，向乙方隐瞒重要信息、提供虚假信息，或未按约定及时向乙方通报重大事项，导致乙方被国家认监委或地方认证监管部门处罚的，甲方应承担由此给乙方造成的全部损失，包括乙方因此被处以的罚款

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penalized by the relevant administrative regulatory authorities because of its acts that seriously violate the relevant laws and regulations of quality management system.

2.4.5 经认证的体系没有运行或者已不具备运行条件的。

The certified system is not in operation or no longer meets the operational conditions.

2.4.6 其他应撤销认证证书的情形

Other circumstances under which the certification certificate shall be withdrawn

3.保密条款 SECRECY AND CONFIDENTIALITY CLAUSE

合同双方应切实履行保密义务，除法律法规要求外，未经双方书面许可，双方均不得向第三方泄露合同内容、与合同有关费用、因签署本合同而获悉的对方的专有信息及其他保密信息以任何方式泄露给第三方。Both parties hereto shall fulfill the obligation of confidentiality in good faith. Except as required by laws and regulations, neither party shall disclose the contents of the Contract, the expenses related to the Contract, the proprietary information of the other party and other confidential information obtained by the signing of the Contract to any third party in any way without the written permission of the two parties.

4.风险 RISKS

4.1 甲方建立的管理体系如达不到或不能持续满足标准要求；其产品/服务发生重大质量责任事故，或其产品/服务实现过程或有害物质过程管理不能符合/持续符合法律法规要求；在国家认证认可行政监管机构、认可机构的监督检查中不能满足要求时，甲方将承担不能获得认证资格、或被暂停/撤销认证资格的风险。If the management system of Party A fails to meet or cannot continuously meet the standard requirements, or its product and service has a major quality liability accident. Product and service realization process or hazardous material process management fails to comply with or continuously comply with legal and regulatory requirements, or Party A fails to meet the requirements in the supervision and spot check conducted by the national certification and accreditation administrative regulatory authorities or accreditation bodies, Party A shall assume the risk of failing to obtain the certification qualification, being suspended or termination of the certification qualification.

4.2 甲方在合同期内隐瞒重要信息、提供虚假信息的，将承担不能取得认证证书及被撤销认证资格的风险，并同时承担由此对乙方造成的风险。当甲方的产品在产品质量国家监督检查中被查出合格时，甲方应自相关抽查部门发出通报起 30 日内，向乙方通报该信息，并接受乙方实施的监督审核或特殊审核。If Party A conceals important information or provides false information during the contract period, it shall bear the risk of failing to obtain the certification certificate and being terminated the certification qualification, as well as the risk caused to Party B. If the products of Party

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及为处理相关事务而支出的全部费用，并承担相应全部责任。 If Party A fails to fulfill obligations of the contract, it shall constitute a breach of contract, including but not limited to concealing important information, providing false information, failing to pay fees on time, failing to cooperate with audit and inspection, failing to fulfill the obligation of notifying major matters, and violating the usages rules of certificates and marks as stipulated in Article 3.1 and other terms of this contract. In the event of a breach of contract, Party B has the right to take measures including but not limited to suspending or terminate the certification certificate in accordance with the certification rules and the terms of this contract. Party A shall bear all consequences arising therefrom. If Party A conceals important information from Party B, provides false information, or fail to notify Party B of major matters in a timely manner as agreed, resulting in Party B being punished by CNCA or local certification regulatory authorities, Party A shall bear all losses caused to Party B thereby, including the fines imposed on Party B and all expenses incurred in handling related affairs, and bear all corresponding responsibilities.

6.2 甲方在认证资格被撤销或注销后，如甲方继续使用已撤销或注销的认证证书或认证标志，除承担相应法律责任外，应向乙方支付违约金人民币贰万元。甲方在相关网站公布证书或在宣传资料中使用证书，均视为“继续使用”行为。 If Party A continues to use the terminated or cancelled certification certificate or certification mark after its certification qualification is terminated or cancelled, in addition to bearing the corresponding legal responsibility, it shall pay a penalty of RMB 20,000 to Party B. Party A's publication of the certificate on relevant websites or its use in promotional materials shall be regarded as an act of "continued to use".

6.3 若因甲方未履行本合同规定的其他义务，导致未能取得或维持认证的，由甲方自行承担全部责任；若此行为给乙方造成损失的，甲方应赔偿乙方的全部损失。If the certification cannot be obtained or maintained due to Party A's failure to fulfill the obligations stipulated in this contract, Party A shall bear all responsibilities on its own. If it causes losses to Party B, Party A shall compensate Party B for all such losses.

6.4 甲方逾期支付任何费用的，每逾期一日，应按全部未付金额的万分之五向乙方支付违约金。If Party A fails to pay fees on time, it shall pay Party B a penalty of 0.05% of the total outstanding amount for each day of delay.

6.5 若因乙方未能履行本合同义务，或因乙方批准资质注销/被撤销，导致甲方未能通过/维持认证的，乙方需及时告知获证组织并做出妥善处理，以及乙方应退还甲方已支付的相应认证费用，且其向甲方承担的赔偿总额不得超过甲方为该次认证审核所支付的审核费用。If Party A fails to obtain or maintain the certification due to Party B's failure to fulfill its obligations of this contract or due to the cancellation or revocation of Party B's qualification, Party B shall promptly inform Party A and handle the matter properly. Additionally, Party B shall return the corresponding certification fees already paid by Party A, and the total amount of compensation shall not exceed the audit fees paid by Party A for this certification audit.

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6.6 乙方在认证活动中因公正性或有效性管理失控，应自行承担由此产生的认证风险及相应的信誉或经济损失。If Party B losses the control of impartiality and effectiveness in the certification audit activities, it shall bear the certification risks and corresponding reputation or economic losses arising therefrom on its own.

7.不可抗力 FORCE MAJEURE

若因不可抗力事件致使本合同无法履行，应及时通知对方，经双方协商一致，可延期履行合同或修改合同中非违约责任的条款。如不能协商一致的，甲方向乙方已支付的服务费用不予返还。If the performance of this contract is prevented due to force majeure events, the Parties shall notify the other Party in a timely manner. Upon mutual agreement, the parties can postpone the performance of the contract or modify the provisions of non-breach liability in the contract. If no agreement can be reached through consultation, the service fees already paid by Party A to Party B will not be refunded.

8.争议处理 DISPUTE SETTLEMENT

双方若因履行本合同发生争议，应当通过友好协商解决；协商不成的，由乙方所在地法院通过诉讼方式解决。Any dispute arising from the performance of this contract shall be settled through friendly negotiation. If no agreement can be reached through negotiation, the matter shall be resolved through litigation in the courts of Party B's place of business.

违约方应承担守约方为实现债权而支付的全部费用，包括但不限于律师费、保全费、诉讼费、公证费、保全担保费、鉴定费、差旅费等。The defaulting party shall bear all the expenses paid by the other party for realizing its creditor's rights, including but not limited to attorney fees, preservation fees, legal fees, notarization fees, preservation guarantee fees, appraisal fees, travel expenses, etc.

9.合同的更改和补充 CONTRACT MODIFICATION AND SUPPLEMENT

9.1 本合同未尽事宜，甲乙双方可协商订立补充条款作为本合同的附件。For matters not covered herein, Party A and Party B may enter into supplementary terms through negotiation as attachments hereto.

9.2 在合同执行期间，若有变更或补充内容，经双方协商同意后以书面附件的形式记录，签署《合同变更补充协议》，且附件作为本合同不可分割的组成部分与本合同具有相同的法律效力。During

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the execution of the Contract, if there is any change or supplement, both parties shall record it in the form of a written appendix and sign the Contract Modification Supplementary Agreement upon mutual agreement through negotiation. The appendix, as an integral part of the Contract, shall have the same legal effect as the Contract.

10.公正廉洁声明 DECLARATION OF INTEGRITY AND IMPARTIALITY

乙方郑重声明，为了确保认证过程的公正性，甲方不得向乙方有关的工作人员提供各种礼品、礼金、购物卡等财物；不得邀请乙方有关工作人员参加甲方的娱乐活动，不得接受任何以乙方名义进行的咨询服务等。如甲方违反上述过程中的廉洁公正性要求的，可能导致审核无效，由此产生的一切后果由甲方予以承担。

Party B solemnly declares that, in order to ensure the impartiality of the certification process, Party A shall not provide any gifts, cash, shopping cards, etc. to the relevant staff of Party B; Party A shall not invite relevant staff of Party B to participate in Party A's entertainment activities, nor accept any consulting services conducted in the name of Party B under false pretenses. If Party A violates the requirements of integrity and impartiality in the above process, it may result in the audit invalid, and all consequences arising therefrom shall be taken by Party A.

11.申诉方式 COMPLAINT APPLICATION METHOD

如甲方对乙方做出的认证结论或工作人员存在不满意或需要投诉的事宜，请按照以下方式向乙方进行申诉。

If the client is dissatisfied with the certification conclusions or the staff, or has any issues that require a complaint or appeal, please file a complaint or appeal with the CB in the following manner:

申诉电话: (+86) 131-225-12345

(+86) 400 888 9960

扫描右侧【投诉服务中心】二维码



AENOR 投诉服务中心

Complaints and appeals hotline: (+86) 131-225-12345

(+86) 400 888 9960

申诉邮箱: info@aenor.cn

Complaints and appeals email: info@aenor.cn

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