

ISO 45001/GB/T 45001

认证服务合同书

ISO 45001/GB/T 45001

Certification Service Contract

甲 方
Party A

CLIENT_NAME

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

XXXX/XXXXX

日期 DATE XX/XX/XXXX

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，商定由乙方为甲方提供认证服务，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.

01

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 ISO 45001/GB/T 45001 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 ISO 45001/GB/T 45001 of the organization CLIENT_NAME

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ECONOMIC CONDITIONS 商务条款

根据 CLIENT_NAME 公司提供的报价形成的如下 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、食宿并支付相关费用。CLIENT_NAME will organize and pay for the travelling, lodging and sustenance expenses of the audit team.

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.

03

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%，其余款项应于现场审核结束一周内付清。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 one week after the completion of on-site 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/再认证总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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付款方式 PAYMENT:

30 天内汇至 AENOR 银行账户。By 30-day in AENOR's bank account.

温馨提示: 以上为乙方唯一指定收款账户。任何直接向销售人员个人账户付款的行为我公司不予认可, 且不开具发票。 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.

04

标准的认证数据以符合 ISO 45001:2018/GB/T 45001-2020 CERTIFICATION DATA IN ACCORDANCE TO ISO45001:2018/GB/T 45001-2020

AENOR is accredited by ENAC to certify the ISO45001/GB/T 45001 in accordance with the criteria set out in the UNE-EN ISO/IEC 17021:2006 Standard for all the activity sectors (excluding fishing). Furthermore, all the members of the staff carrying out the audit shall be qualified as auditors by AENOR in accordance with its internal procedures and the international reference standards, with proven experience regarding the jobs subject to this offer.

AENOR 经 ENAC 认可, 按照 UNE-EN ISO / IEC 17021 : 2006 标准对所有活动领域的 ISO45001/GB/T 45001 进行认证。此外, 实施本次审核的审核小组的所有成员都是由 AENOR 根据其内部程序和国际参考标准认定的合格审核员, 并具有本职工作所需的经验。

During the validity period of the certificate, AENOR grants the company a license for the use of the mark, in accordance with the General Regulations of certification of management systems and its conformity mark.

在证书有效期内, AENOR 根据《管理体系认证及其符合性标志通则》, 授予公司标志的使用许可。

Scope of the certificate 证书范围: Scope 范围

Precautionary modality 预防方式: Precautionary_modality 预防方式

Health monitoring is / is not undertaken by the organization 组织进行/不进行健康监测

Number of employees to which the certification applies 认证适用的员工人数:

Hired 雇工: Subcontracted 外包员工:

Number of workers per area 每个领域的员工人数:

	Production 生产:	Managers 管理:	Sales representatives 销售:	Administration 行政:	Other 其 他:	Other 其 他:	Other 其 他:
Hired or subcontracted							

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雇工或外包员工:									
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Staff/ Number of shifts 员工/班次

Number of part-time employees / duration of working time 兼职员工人数/工作时间:

Seasonal/non-permanent staff 季节性/非永久性员工:

Number of employees performing the same activity 从事相同活动的员工数量

Number of National centers 国内场所数量: <NU_NUMCENTROS>

Number of International centers 国际场所数量: <NU_NUMCENTROS_INT>

Number of Regional centers 区域场所数量: <NU_NUMCENTROS_AUT>

Number of temporary sites 临时场所数量: Number 数量 whose geographical scope is 其地理范围为 regional/national/international 区域/国内/国际

Center 场所	Location 地点	Number of employees affected by the scope 范围内的员工数量					Activity (if different) 活动(如 不同)
		Hired + Subcontracted 雇工+外 包员工	Part- time/ duration of working time 兼 职员工/ 工作 时间	Seasonal/ non- permanen t 季节性/ 非永久性 员工	Perform s the same activity 从事相 同活动	People /Nume r of shifts 人数/班 次	
1	National/ regional/ international 国内/ 区域/国 际						

The subcontracted processes affecting the activities to be certified 影响需认证活动的分包过程:

• Process 1 过程 1

• Process 2 过程 2

The organization has a currently valid certificate issued by an accredited body within the company's activity sector. 该组织拥有被认可的机构颁发的在公司活动范围内的有效证书。

Relevant legislation to which the main activity included in the scope is subject 范围内的主要活动所遵循的相关法律:

Legislation 法律

SPECIFIC CONDITIONS 特殊条款

The signatory is committed to 签字人承诺:

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⇒ Have a procedure and a registry of client's complaints available to AENOR, within the scope of the requested activity. 在所申请的活动范围内, 向 AENOR 提供客户投诉有关的程序和注册表。

⇒ Keep the records that evidence the compliance of the technical requirements of the requested certification for a minimum period that reveals that the certified management system is effectively implemented. 保留能够证明符合所申请认证的技术要求的记录一段时间, 以表明已有效实施了认证的管理体系。

Keep the management system of the activity to be certified efficiently implemented and updated. 保持需认证活动的管理体系的有效实施及更新

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。

- 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.

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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。

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: Tel.: +86-21-6852-1618		
传真: Fax:	传真: Fax: +86-21-6129-4056		
开户银行 Bank: (人民币 CNY)	开户银行: Bank: 招商银行股份有限公司上海浦江支行		
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		

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账号: Account number:	账号 Account number: : 455977472785 (美元/欧元/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, 本公司概不承认, 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.	

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 6 日, 最长不应超过 6 个月 (IATF 不应少于 20 日, 最长不应超过

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determine at its sole discretion whether an appropriate extension of the processing period may be granted. This provision shall not apply to IATF certification. 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, 应至少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。

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 certification 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, 配合国家认证监督、各级行政监督部门、认可机构及乙方开展的各项监督检查、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。Part A shall abide by the relevant laws and regulations on certification and accreditation as well as

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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.)

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 (IATF 不适用)。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,

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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。Part 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 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 应按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

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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, 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/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 involves supervision 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

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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.

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.

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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性监督审核、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 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):

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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.

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 不能按照规定的间隔时间接受监督审核的;

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 and 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.

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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 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

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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、与合同有关的费用、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抽查中被查出不合格时，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 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.

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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，包括乙方因此被处罚的罚款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

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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，乙方应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.

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 loses 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.

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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退还。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 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

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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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