

管理体系/服务认证合同书

管理体系/服务认证合同书

合同编号 EqpvtcevPq0 : _____ *认证机构填写+*D{ ED+

甲方 Rctv{ C< _____

乙方 Rctv{ D< 汉德认证检验股份有限公司/TUVHD Certification Testing Co., Ltd

签订地点/Signing place: _____ 成都/Chengdu

签订日期/Signing date: _____

第一条：总则 General

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》和国际认证认可规则的要求，商定由乙方为甲方提供管理体系/服务认证审核服务，双方就相关事宜协商一致达成如下协议内容，并签订本合同承诺共同遵守。Party A and Party B hereby undertake to, in pursuance of relevant provisions of the The Civil Code of the People's Republic of China, Regulations of the People's Republic of China on Certification and Accreditation, Measures for Certification Body, Certification Rules of Quality Management System and international certification and accreditation rules, sign, observe and to be bound by the terms and conditions agreed hereunder through equitable consultations field by Party A with Party B in respect of the management system/service certification of Party A's by Party B.(herein referred to as "this contract").

第二条：认证服务的范围 Scope of the certification service

2.1.拟认证类型 Type to be certified:

- (1) 同认证申请书所述。As described in the certification application.
(2) 与认证申请书描述不同，表述如下。Different from the description of the certification application, expressed as :

- | | |
|------------------------------------------------------------|------------------------------------------------------------------|
| <input type="checkbox"/> 初次认证 Initial certification audits | <input type="checkbox"/> 监督 Surveillance audits |
| <input type="checkbox"/> 再认证 Re-certification audits | <input type="checkbox"/> 扩项 Expanding the scope of certification |
| <input type="checkbox"/> 恢复 Restoring of certification | <input type="checkbox"/> 证书转换 Transfer of certificate |
| <input type="checkbox"/> 特殊审核 Special audits: _____; | |

2.2 拟认证服务项目 Service programs to be certified:

甲方要求乙方按照以下标准及其版本，提供相应的认证审核服务 Party A requires Party B to provide corresponding certification and audit services in accordance with the following standards and their versions:

- (1) 认证标准及其版本同甲方提交于乙方的认证申请书所述。The certification standard and its version are as described in the certification application submitted by Party A to Party B.
(2) 管理体系认证标准及其版本与认证申请书的描述不同，表述如下。The management system certification standards and their versions are different from the description of the certification application , expressed as:

(2-01) 质量管理体系Quality Series management system:

(2-1-1)

(2-1-2)

(2-1-3)

(2-1-4)

(2-1-5)

(2-1-6)

(2-02)

注 1: 为选项，当标识空白时，表示未选择该项；当标识为时，表示选择该项；Note 1:is an option, when marked as blank, it indicates that the item is not selected; When marked as, it indicates that the item is selected;

注 2: 空白处，应填写。Note 2: Blank spaces should be filled in.

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(2-19-3)

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(2-23)

(2-24)

(2-25)

(2-26)

(2-27) 其他 Others: _____

(3) 服务认证标准及其他其版本与认证申请书的描述不同，表述如下 Service certification standards and their versions are different from the description of the certification application, expressed as:

(3-1) C0202 建筑工程和建筑物服务 Architectural engineering and building services

(3-2) C0203 批发业和零售业服务 Wholesale and retail services

(3-2-1) C020301 商品售后服务评价认证 Commodity after-sales service evaluation certification

(3-3-3) C020302 电子商务交易服务管理 E-commerce transaction service management

(3-2-3) C020303 批零领域的售后服务认证 After-sales service certification in the wholesale and retail fields

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(3-3-3) C020304 良好售后服务认证 (有形商品) Good after-sales service certification (tangible goods)

(3-3) C0204 住宿服务; 食品和饮料服务 Accommodation service; Food and beverage service

(3-4) C0205 运输服务 (陆路运输服务、水运服务、空运服务、支持性和辅助运输服务) Transport services (Land transport service, Water transport service, Air transport service, Support and ancillary transport service)

(3-5) C0212 电信服务; 信息检索和提供服务 Telecommunications service; Information retrieval and provision of service

(3-6) C0214 在收费或合同基础上的生产服务 Production service on a fee or contract basis

(3-7) C0215 保养和修理服务 Maintenance and repair service

(3-8) C021801 卫生保健和社会福利服务-人体健康服务 Health care and social welfare service - elderly care service and other social welfare service

(3-9) C0219 污水和垃圾处置、公共卫生及其他环境保护服务 Sewage and garbage disposal, public health and other environmental protection service

(3-10) 其他 Others: _____;

2.3 拟认证范围 (以下为初定结果, 最终认证范围以乙方实施审核后的认证决定书面文件为准)

Certification scope to be certified (The following are the preliminary results, and the final certification scope shall be subject to the written documents of the certification decision after Party B's conduct of the audits):

(1) 管理体系认证范围 Scope of management system certification:

(2) 服务认证范围 Service certification scope:

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(3) 删减/不适用条款 Deleted / N/A clauses:

无删减/不适用; None;

有删减/不适用 Clauses No. : _____;

2.4 拟认证、审核的组织、区域与场所(实际生产/经营场所) Organizations, regions and sites to be certified and audited (actual production / business sites):

(1) 同认证申请书所述。As described in the certification application。

(2) 与管理体系认证/服务认证申请书不同, 表述如下 Different from the management system certification / service certification application, expressed as:

1) 拟认证组织名称 Name of organization to be certified:

_____ ;

2) 总部地址 HQ Add.:

_____ ;

3) 总部/分(子)机构/固定场所共 A total of _____ 个 HQ/ sub-organizations/ permanent sites , 其中不在同一地点的现场有 including _____ 个 sites which are not in the same location.

4) 正在实施的全部临时现场/虚拟场所共 A total of _____ 处 all temporary sites/virtual sites being implemented, 请附上多场所清单, 如有虚假, 责任由甲方承担(本条仅适用于有临时场所/虚拟场所的组织)。Please attach a list of multi-site, if there is any false, Party A shall bear the responsibility (This article only apply to organizations with temporary sites/virtual sites).

2.5 拟认证、审核的组织人数 Number of employees of the organization to be certified and audited:

(1) 同认证申请书所述。As described in the certification application.

(2) 与管理体系认证申请书不同, 表述如下 Different from the management system certification application, expressed as:

1) 拟认证组织总人数为 Total number of employees of the organization to be certified: _____;

2) 拟认证组织各体系覆盖的员工总人数分别为 Total number of employees covered by each system of the organization to be certified: _____;

(3) 与服务认证申请书不同, 表述如下 Different from the service certification application Form, expressed as:

1) 拟认证组织总人数为 Total number of employees of the organization to be certified: _____;

2) 拟认证组织各体系覆盖的员工总人数分别为 Total number of employees covered by each system of the organization to be certified: _____;

2.6 拟认证、审核的产品/服务、活动/过程 Products/services, activities/processes to be certified and audited:

(1) 同认证申请书所述。As described in the certification application.

(2) 与管理体系认证申请书不同, 表述如下。Different from the management system certification application, expressed as:

_____ ;
(3) 与服务认证申请书不同, 表述如下。Different from the service certification application,
expressed as:

_____ ;
2.7 其它特殊要求 Other special requirements: 无 None; 有 Yes, 具体要求为 Notes:

_____ ;
第三条: 认证项目的实施 Conducting certification programs

3.1.乙方按认证法规、规则、程序对甲方进行认证审核, 在确认管理体系/服务符合合同约定的审核依据后, 为甲方办理认证注册, 颁发或换发认证证书。新认证或再认证的证书有效期为自颁发之日起 3 年内。Party B shall conduct certification audits in accordance with certification regulations, rules and procedures, and after confirming that the management system/service meets the audit basis agreed in this contract, handle certification registration, issue or renew certificates for Party A. The certificate for new certification or re-certification is valid for 3 years from the date of issuance.

3.2.甲方在乙方《审核计划》上的签字作为对乙方合同履行义务涵盖的具体内容的确认。Party A's signature on Party B's Audit Plan shall be regarded as confirmation of the specific contents covered by Party B's contractual performance obligations.

3.3.现场/远程审核应在甲方管理体系覆盖的活动处于正常运行期间进行, 其中 On-site/remote audits shall be conducted during normal operation of the activities covered by Party A's management system, among which:

(1) 初审: 申请前甲方管理体系有效运行不少于 3 个月(其中能源管理体系不少于 6 个月、建工质量管理体系不少于 6 个月), 初审包括 Initial audit: Party A's management system has been in effective operation for not less than 3 months before the application (Among which no less than 6 months for the EnMS and no less than 6 months for the EC9000 management system), and the initial audit includes:

- 1) 管理体系文件审查; Review of management system documents;
- 2) 现场/远程审核(初次认证通常分为第一阶段审核和第二阶段审核); On-site/remote audits(Initial certification is usually conducted in two stages: stage1 audit and stage 2);
- 3) 做出认证决定, 是否批准注册, 颁发认证证书; Make a certification decision, whether to approve the registration and issue the certificate ;

(2) 监督审核: 在证书有效期内应按期进行监督审查, 至少每年进行一次。第一次监督审核在颁证日期起第 10 个月内进行; 第二次监督审核、第三次监督审核应在上一次监督审核末次会议起 10 个月内进行。若因特殊原因延迟监督审核, 下次监督审核时间应以颁证日期为起算日, 如甲方未按期接受乙方的监督审核, 乙方将暂停直至撤销甲方使用认证证书及标识资格。Surveillance audit: During the validity of the certificate, surveillance audits shall be conducted on a regular basis , at least once a year. The first surveillance audits shall be conducted within the 10th months from the date of issuance of the certificate; the second surveillance audits and the third surveillance audits shall be carried out within 10 months from the closing meeting of the last surveillance audits. If the surveillance audits is postponed due to special reasons,

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the next surveillance audits time shall be calculated from the date of issuance of the certificate, if Party A fails to accept Party B's surveillance audits as scheduled, Party B shall suspend until party A's qualification to use certification certificate and marks is withdrawn.

(3) 再认证: 在认证证书三年有效期期满前进行。甲方应至少在认证证书到期前 3 个月按照本合同要求提出再认证申请、缴纳再认证费用。甲方应确保符合认证条件, 以确保通过认证批准。因甲方未按期履行上述义务导致认证无法批准的, 乙方不承担任何责任。如甲方未按期接受乙方的再认证审核, 乙方将暂停直至撤销甲方使用认证证书及标识资格。Re-certification: It shall be conducted before the expiration of the three-year validity of the certificate. Party A shall submit an application for re-certification and pay the re-certification fees in accordance with the requirements of this contract at least 3 months before the expiration of the certificate. Party A shall ensure that it compliance with the certification conditions to ensure that the certification is approved. If the certification cannot be approved due to Party A's failure to perform the above obligations on time, Party B shall not bear any responsibility arising therefrom. If Party A fails to accept Party B's re-certification audits on time, Party B shall suspend until party A's qualification to use certification certificate and marks is withdrawn.

3.4.当甲方的产品、服务或体系运行出现异常时, 乙方应对甲方实施特殊审核, 该费用另计。When the operation of Party A's products, services or system is abnormal, Party B shall conduct a special audits of Party A, and the fees shall be charged separately.

3.5.甲方在证书有效期内义务接受乙方安排的监督审核、各种特殊审核、认证有效性稽查/抽查。Party A is obliged to accept the surveillance audits, various special audits, and certification validity inspections/sampling inspections arranged by Party B within the validity period of the certificate.

第四条: 费用及付款方式 (以人民币结算) Fees and terms of payment (CNY settlement)

4.1.甲方应向乙方缴纳以下认证服务费 Party A shall pay Party B the following certificate service fees:

(1) 初审费用 (元) Initial audits fees(yuan)	小写: _____元; 大写: ____万____仟____佰____拾____元整 CNY:_____ (SAY_____ONLY)
(2) 再认证费用 (元) Re-certification fees(yuan)	小写: _____元; 大写: ____万____仟____佰____拾____元整 CNY:_____ (SAY_____ONLY)
(3) 年度监督费用 (元) Annual surveillancefees(yuan)	小写: _____元; 大写: ____万____仟____佰____拾____元整 CNY:_____ (SAY_____ONLY)
(4) 扩项认证费用 (元) Fees for expanding the scope of certification(yuan)	小写: _____元; 大写: ____万____仟____佰____拾____元整 CNY:_____ (SAY_____ONLY)
(5) 证书转换认证费 (元) Fees for transfer of certificate certification(yuan)	小写: _____元; 大写: ____万____仟____佰____拾____元整 CNY:_____ (SAY_____ONLY)
(6) 特殊审核费用 (元)	小写: _____元; 大写: ____万____仟____佰____拾____元整

注 1: □为选项, 当标识空白□时, 表示未选择该项; 当标识为■时, 表示选择该项; Note 1:□is an option, when marked as blank□, it indicates that the item is not selected; When marked as■, it indicates that the item is selected;

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Special audits fees(yuan)	CNY: _____ (SAY _____ ONLY)
<p>备注 Notes:</p> <p>1) 上述 (1) - (6) 不适用项目, 请斜杠划去。Please cross it out with a slash for the N/A items among (1)-(6) stated above.</p> <p>2) 上述费用, 均包含: 申请费、审核费、审定批准费、注册费、证书费、年金等。The above fees include: application fee, audit fee, approval fee, registration fee, certificate fee, annual fee, etc.</p> <p>3) 由于甲方体系变更或其他更改以及发生重大投诉与行政处罚等事项, 可能影响到甲方体系和持续符合认证标准时, 乙方将增加监督审核次数, 并按照审核人日数, Party A's system and its continued compliance with certification standards may be affected by changes to Party A's system and other modifications, as well as major complaints and administrative penalties etc. Party B will increase the number of surveillance audits, and the fees shall be charged at the standard of 以【_____】元/人日标准收取费用 yuan/ audit day according to the number of audit days.</p>	

4.2. 其它费用----现场审核及产生的其他相关费用 Other expenses---- on-site audits and other related expenses thus incurred:

(1) 审核组的食宿和交通费: 乙方在现场审核等项目实施过程中产生的食宿和交通费按实际支出由甲方承担; Accommodation and transportation expenses of the audit team: Party A shall bear the accommodation and transportation expenses incurred by Party B during the implementation of projects such as on-site audits according to the actual expenses;

(2) 甲方原因导致的增加费用: 由于甲方(或甲方指定的受审核方)原因造成审核人日数或费用的增加, 所增加的费用由甲方承担; Increased expenses caused by Party A: Party A shall bear the expenses incurred by the increase of audit days or expenses caused by Party A (or the auditee designated by Party A);

(3) 乙方原因导致的增加费用: 由于乙方原因造成审核人·日数或费用的增加, 所增加的费用由乙方承担; Increased expenses caused by Party B: Party B shall bear the expenses incurred by the increase of audit days or expenses caused by Party B;

(4) 认证证书追加数量费用: 乙方正常情况为甲方出具一份中文证书和一份英文证书, 如甲方(或甲方指定的受审核方)需要加印中、英文版证书, 每加印 1 张 200 元, 由甲方承担; Expenses incurred by the increase of certificate: Party B normally issues a Chinese certificate and an English certificate for Party A, and in case Party A (or the auditee designated by Party A) needs the additional copies of Chinese and English certificate, and Party A shall bear the 200 yuan for each additional print;

4.3. 费用(含认证、审核费等)的支付 Payment of fees (including certification and audit fees, etc.):

甲方应于合同签订后 7 日内向乙方支付认证服务费的 50%, 甲方应至少在现场、远程审核结束前 7 日向乙方一次性付清余款 50%, 但其中的年度监督审核费用应至少于每次监督审核前 7 日一次性支付给乙方。甲方应按本合同约定按时履行上述付款义务, 而无需乙方另行通知。Party A shall pay Party B 50% of the certification service fees within 7 days after the signing of the contract, and Party A shall pay the balance 50% to Party B in one lump sum at least 7 days before the end of the on-site and remote audits,

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but the annual surveillance audit fees shall be paid to Party B at least 7 days before each surveillance audits.

Party A shall fulfill the above payment obligations on time as agreed herein without Party B's further notice.

第五条：双方的责任和义务 Responsibilities and obligations of both parties

5.1. 甲方的义务和权利 Party A's obligations and rights

(1) 始终遵守认证的有关规定，向乙方提供相应的认证所需资料并保证资料真实合法、完整有效；
Always abide by the relevant provisions of certification, provide Party B with the corresponding information required for certification and ensure that the information is true, legal, complete and effective;

(2) 按合同约定及时向乙方支付费用； Pay the fees to Party B in time according to the contract;

(3) 常规管理体系/服务在初次认证审核时应提供至少最近3个月(其中能源管理体系不少于6个月、建工质量管理体系不少于6个月)的体系运行的真实有效证据； When conduct initial certification audits, provide real and effective evidence of the operation of the conventional management systems/services for at least the last 3 months(Among which no less than 6 months for the EnMS and no less than 6 months for the EC9000 management system);

(4) 提供审核所需的工作条件； Provide the working conditions required for the audits;

(5) 甲方获证后，应继续遵守持续有效运行相应的管理体系/服务的承诺；继续遵守认证认可相关法律法规，协助认证监管部门的监督检查，对有关事项的询问和调查如实提供相关材料 and 信息； After Party A is certified, Party A shall continue to abide by the commitment to continuously and effectively operate the corresponding management system/service; Continue to comply with relevant laws and regulations on certification and accreditation, assist in the supervision and inspection of certification and supervision authorities, and truthfully provide relevant materials and information for inquiries and investigations on relevant matters;

(6) 甲方获证后，应按规定正确使用认证证书和认证标志，正确宣传认证结果，不得损害乙方的声誉；当组织信息发生变更时，应及时向认证机构通报变更信息； After Party A is certified, Party A shall correctly use the certificate and certification marks according to the regulations, correctly publicize the certification results, and does not damage Party A's reputation; When the organizational information changes, the change information shall be notified to the certification body in a timely manner;

(7) 甲方应正确使用管理体系/服务认证证书和认证标志，包括： Party A shall use the management system/service certificate and certification marks in a appropriate manner, including:

1) 在传播媒介(如互联网、宣传册或广告)或其他文件中引用认证状态时，应符合汉德认证检验股份有限公司认证证书和认证标志使用要求等有关认证证书和认证标志使用的规定。不允许做出有关其认证资格的误导性说明； When making reference to its certification status in communication media (such as the internet, brochures or advertising) or other documents, it shall comply with the provisions on the use of certification certificates and certification marks such as the requirements for the use of certification certificates and certification marks of TUVHD Certification Testing Co., Ltd and any misleading statement regarding its certification is not permitted;

2) 不允许以误导性方式使用认证文件或其任何部分; Does not permit the use of a certification

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document or any part thereof in a misleading manner;

3) 在认证范围被缩小时, 应修改所有的对应宣传信息; When the scope of certification has been reduced, all corresponding promotional information shall be amended;

4) 不允许在引用其管理体系认证资格时, 暗示乙方对产品(包括服务)或过程进行了认证; Does not allow reference to its management system certification to be used in such a way to imply that Party B certifies a product (including service) or process;

5) 保持有关认证的声明与认证范围一致; 在使用认证资格时, 不得使乙方和(或)认证制度声誉受损; Keep the statement of certification consistent with the scope of certification; Does not use its certification in such manner that would bring Party B and/or certification system into disrepute;

(8) 在证书有效期内, 甲方发生下列情况之一者, 应及时通报乙方, 乙方视情况采取相应的措施(包括但不限于调整监督审核时间、方式和内容、暂停与撤销认证证书等) During the validity period of the certificate, under any of the following circumstances, Party A shall promptly notify Party B, and Party B shall take corresponding measures as appropriate (including but not limited to adjusting the time, method and content of surveillance audit, suspending and withdrawing the certificate, etc.):

1) 客户及相关方有重大投诉; Major complaints from clients and interested parties;

2) 生产的产品或服务被执法监管部门认定不符合法定要求或内部审查自主下架、撤回的; The products or services produced are determined by the law enforcement regulatory authorities to not meet the statutory requirements or are voluntarily removed or withdrawn from the shelves by internal review;

3) 相关情况发生变更, 包括: 法律地位、生产经营状况、组织状态或所有权变更, 取得的行政许可资格、强制性认证或其他资质证书变更, 法定代表人、最高管理者、管理者代表变更, 生产经营或服务的工作场所变更, 管理体系覆盖的活动范围变更, 管理体系和重要过程的重大变更等; Changes in relevant circumstances, including: changes in legal status, production and operation status, organizational status or ownership; changes in administrative licensing qualifications, compulsory certification or other qualification certificates obtained; changes in legal representatives, top managers, and management representatives; workplace changes in production, operation or services; changes in the scope of activities covered by the management system; major changes in the management system and important processes etc;

4) 被有关执法监管部门责令停业整顿的; Being ordered by the relevant law enforcement and supervision departments to suspend business for rectification;

5) 被地方认证监管部门发现体系运行存在问题的; It is found that there are problems in the operation of the system by the local certification and supervision authorities;

6) 持有的行政许可证明、资质证书、强制性认证证书等过期失效, 重新提交的申请已被受理但尚未换证的; The administrative license certificate, qualification certificate, compulsory certification certificate, etc. have expired, and the re-submitted application has been accepted but the certificate has not been renewed;

7) 持有的行政许可证明、资质证书、强制性认证证书等已经过期失效但申请未获批准的;

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The administrative license certificate, qualification certificate, compulsory certification certificate, etc. have expired, but the application has not been approved;

8) 被注销或撤销法律地位证明文件的; Documents certifying legal status that have been canceled or withdrawn;

9) 拒绝配合认证监管部门实施的监督检查, 或者对有关事项的询问和调查提供了虚假材料或信息的; Refusing to cooperate with the supervision and inspection carried out by the certification supervision department, or providing false materials or information for inquiries and investigations of relevant matters;

10) 出现重大的产品或服务的质量、环境、职业健康等安全事故, 经执法监管部门确认是获证组织违规造成的; The occurrence of major quality, environmental, occupational health and other safety accidents such as products or services, which are confirmed by the law enforcement and regulatory authorities to be caused by violations by the certified organization;

11) 发生其他违法违规行为的; Other violations of laws and regulations;

12) 证书在有效期内, 甲方申请向其他机构转换本机构证书, 乙方将给予立即撤销; Within the validity period of the certificate, if Party A applies to transfer the certificate to another certification body, Party B is entitled to withdraw the certificate immediately;

13) 出现影响管理体系运行的其他重要情况的; Other important situations affecting the operation of the management system;

(9) 在证书有效期内, 接受并配合乙方的监督审核/特殊审核及按规定缴纳审核费用; During the validity period of the certificate, accept and cooperate with Party B's surveillance and audits/special audits and pay the audit fees according to the regulations;

(10) 对乙方不规范的认证行为有权向相关主管部门提出投诉; Entitle to lodge a complaint with the relevant competent authority for Party B's irregular certification behavior;

5.2 乙方的义务和权利 Party B's obligations and rights

(1) 严格遵守国家有关认证的法律法规, 客观、公正地为甲方提供认证服务; Strictly abide by the laws and regulations regarding certification, and provide Party A with certification services objectively and fairly;

(2) 向甲方提供公开性文件; Provide Party A with public documents;

(3) 当认证认可法规、认证标准发生变化时及时通知甲方; Notify Party A in time when the certification and accreditation regulations and certification standards are changed;

(4) 如甲方无正当理由, 在审核过程中提出终止审核, 乙方有权要求甲方支付本合同约定涉及的全部费用; Where Party A proposes to terminate the audit during the audits without justifiable reasons, Party B is entitled to require Party A to pay all the fees involved in this contract;

(5) 公布获证组织的获准、暂停、恢复、注销、撤销认证资格状态; Announce the approval, suspension, renewing, cancellation and withdrawal of certification status of certified organizations;

(6) 遵守公正性与保密声明 Comply with the impartiality and confidentiality statement;

(7) 甲方获证后, 如不持续满足认证要求或不按时接受监督审核和/或不按时支付相关审核费, 乙方

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有权暂停、撤销甲方的认证证书并要求甲方停止使用认证证书和认证标志； After Party A is certified, Party B is entitled to suspend or withdraw Party A's certificate and request Party B to stop using the certificate and certification marks if Party A does not continuously meet the certification requirements or does not accept the surveillance audits on time and/or does not pay the relevant audit fees on time;

第六条：风险责任的承担 Assumption of risks

6.1. 甲方如达不到或不能持续保持资格认证的规定条件，须承担不能取得认证证书或不能取得保持证书的风险； Party A shall bear the risks of being unable to obtain a certificate or being unable to obtain maintain certificate if fails to meet or cannot maintain the specified conditions of qualification certification;

6.2. 甲方获证后可能因达不到认证时的条件或不符合乙方的规定,将承担被乙方暂停、撤销使用认证证书和认证标识的风险； 暂停期内及撤销认证资格时,立即停止使用证书和所有引用认证资格的宣传，证书撤销时应立即将证书退还乙方； After Party A is certified, it shall bear the risks of being suspended or withdrawn by Party B using the certificate and certification marks for failing to meet the condition of certification or not meet Party B's provisions; During the suspension and when the certification qualification is withdrawn, the use of the certificate and all publicity referencing the certification qualification shall be stopped immediately, and the certificate shall be immediately returned to Party B when the certificate is withdrawn;

6.3. 甲方合同期内隐瞒重要信息、提供虚假信息的，须承担可能被撤销证书的风险； Party A must bear the risk that the certificate may be withdrawn if conceals major information or provides fake information within the terms of this contract;

6.4. 在甲方审核现场，甲方应确保乙方的人身和财物安全；乙方在甲方现场审核期间，非乙方故意原因造成乙方人身安全和财产损失的，由甲方负责赔偿全部损失； At the audit site of Party A, Party A shall ensure the personal and property safety of Party B; During Party B conduct on-site audits at Party A, Party A shall be compensate all losses if the personal safety and property loss of Party B caused by non-Party B's intentional reasons;

6.5. 乙方可能因甲方获证后管理体系失效、产品/服务质量严重下滑和发生质量事故而引起顾客不满意，将承担被顾客投诉乃至被国家认证认可监督管理委员会暂停、撤销认证资格的风险； Party B may cause customer dissatisfaction due to the failure of the management system, serious decline in product/service quality and quality accidents after Party A is certified, Party B shall bear the risk of being complained by the customer or even suspended or withdrawn certification qualification by the Certification and Accreditation Administration of P.R.C;

第七条：争议处理 Dispute resolution

因本合同所致争议，双方应首先协商解决。若不能协商解决的可向乙方申诉，或向投诉委员会、行政主管部门进行申诉或投诉；若仍无法解决，任何一方可在乙方所在地有管辖权的法院提起诉讼。 Any dispute arising from this contract shall be settled by both parties through negotiation first. In case no settlement is reached, Party A can appeal to Party B, or appeal or complain to the complaint committee or administrative department; In case settlement still can not be reached, a lawsuit may be filed by either party in

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the court with jurisdiction where Party B is located.

第八条：违约责任 Violation liability

8.1.本合同签订后，甲方未按约履行合同或其行为导致乙方无法履行合同，以致合同提前终止，甲方应承担违约责任，继续履行合同义务并向乙方支付不低于本合同费用 30%的违约赔偿金；After the signing of this contract, if Party A fails to perform the contract as agreed or its behavior causes Party B to fail to perform the contract, resulting in the early termination of the contract, Party A shall bear the liability for breach of contract, continue to perform the contractual obligations and pay Party B liquidated damages of not less than 30% of the cost of this contract;

8.2.若因甲方自身原因或者未履行本合同规定的义务而造成批准认证失败，则甲方独立承担由此而产生的全部责任，不影响乙方取得认证服务费；甲方上述行为给乙方造成损失的，甲方应当赔偿乙方因此而遭受的全部损失。若因乙方未按规范操作履行本合同规定的认证义务而造成甲方未能通过认证，则乙方应返还甲方已支付的认证费用，并继续采取措施弥补甲方损失；If the approval certification fails due to Party A's own reasons or fails to fulfill the obligations as stipulated in this contract, Party A shall independently bear all the responsibilities thus incurred, and Party B will not be affected to obtain the certification service fees; If Party A's above-mentioned acts cause losses to Party B, Party A shall compensate Party B for all losses thus incurred. If Party A fails to pass the certification due to Party B's failure to perform the certification obligations in accordance with the specifications stipulated in this contract, Party B shall refund the certification fees paid by Party A and continue to take measures to make up for Party A's losses;

8.3.甲方在认证资格被撤销或注销后违反合同规定，拒不退还认证证书的，视为违约，应当支付乙方壹万元人民币的违约金；仍然继续使用被撤销或注销后的认证证书/认证标志，除承担相应的法律责任外，应当支付乙方贰万元人民币的违约金。（甲方没有退还认证证书的相关书面凭证，视为『不退还认证证书』；甲方在认证证书被撤销或注销后仍然在相关网站上公布认证证书，在相关宣传资料中印刷认证证书，视为『仍然继续使用被撤销或注销后的认证证书』。）上述拒不退还及继续使用行为同时存在的，甲方应当就不同行为分别承担违约责任；If Party A violates the provisions of the contract and refuses to return the certification certificate after the certification qualification is withdrawn or canceled, it shall be deemed as a breach of the contract and shall pay Party B a breach penalty of CNY 10,000. If Party A continue to use the withdrawn or canceled certificate/certification marks, it shall bear the corresponding legal responsibility and pay Party B a breach penalty of CNY 20,000. (If Party A does not have the relevant written proof of the return certificate, it shall be regard as "non-return of the certificate"; If Party A still publishes the certificate on the relevant website after the certificate is withdrawn or canceled, and prints the certificate in the relevant promotional materials, which shall be regard as "still using the withdrawn or canceled certificate"), If the above "refusal to return" and "continue to use" exist simultaneously, Party A shall bear the liability for breach of contract for each of the different acts;

8.4.甲方应向乙方如实提供认证申请资料，真实、准确且完整地填写《认证申请书》。如甲方违反诚信原则向乙方提供虚假信息/资料，误导乙方审核员，致使乙方被国家认监委或地方认证监管部门处罚，甲方承担由此而发生的全部责任以及必须承担乙方为此而支付的全部各项费用；Party A shall truthfully

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provide Party B with the certification application materials and fill in the Certification Application truthfully, accurately and completely. In case Party A violates the principle of good faith by providing Party B with false information/materials, misleading Party B's auditors, causing Party B to be punished by the Certification and Accreditation Administration or local certification regulatory authorities, Party A shall bear all the responsibilities arising therefrom and must bear all the expenses paid by Party B for this;

8.5.在证书有效期内,如甲方发生第五条中第5.1条中的第(8)条中的情况时,甲方违反诚信原则未及时向乙方通报相关情况,导致乙方未及时采取有效措施,致使乙方被国家认监委或地方认证监管部门处罚,甲方承担由此而发生的全部责任以及必须承担乙方为此而支付的全部各项费用; During the validity period of the certificate, In case Party A falls under the circumstances set forth in Article 5.1 (8) of Section 5 hereof, Party A violates the principle of good faith and fails to notify Party B of the relevant situation in a timely manner, resulting in Party B failing to take effective measures in a timely manner, resulting in Party B being punished by the Certification and Accreditation Administration or local certification and supervision authorities, Party A shall bear all the responsibilities arising therefrom and must bear all the expenses paid by Party B;

8.6.甲方未按照本合同约定的时间向乙方支付各项费用的,应自逾期之日起以逾期未付款项为基准每日向乙方支付万分之五的逾期利息,上述利息计算至甲方实际付清全部逾期款项之日止; In case Party A fails to pay Party B all fees in accordance with the time agreed herein, Party A shall pay Party B overdue interest at the rate of 5/10,000 per day based on overdue payment from the date of overdue and the above interest shall be calculated until the date when Party A actually pays all overdue payments;

第九条: 合同生效及有效期 Effectiveness and validity period of the contract

9.1.本合同一式两份,甲、乙双方各执一份,具有同等法律效力。本合同自双方代表签字并加盖单位公章或单位合同专用章之日起生效,有效期至甲方获取的认证证书有效期届满之日止;若甲方未能获取乙方认证证书,有效期至甲方收到未能获取乙方认证证书原因的正式书面通知之日止; This contract is made out in duplicate, with each party holding one copy, each of which shall be deemed equal authentic. It shall come into force upon being signed by the representatives of both parties and affixed with the official seal or special seal for contract and shall be valid until the expiration of the certificate obtained by Party A. If Party A fails to obtain Party B's certificate, the certificate shall be valid until the date when Party A receives the formal written notice of the reason for the failure.

9.2.本合同有效期届满的三十日前甲乙双方未提出书面终止通知的,则本合同再自动续展三年的有效期,续展无次数限制,合同续展期间本合同具有相同的法律效力; If no written notice of termination is submitted by either party 30 days prior to the expiration of this contract, the contract shall be automatically renewed for another three years and there is no limit to the number of renewals and shall have the equal authentic during the contract renewal.

第十条: 合同的更改和补充 Amendment and supplement to the Contract

本合同未尽事宜或履约中发生变更,甲乙双方可协商再订立书面《补充合同/协议》作为对本合同的内容补充。补充协议与本合同有冲突的部分,以补充协议内容为准。As for matters unmentioned herein

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or changes in the performance of this contract, both parties may negotiate to conclude a written “Supplementary Contract/Agreement” as a supplement to this contract. Where there is a conflict between the supplementary agreement and this contract, the content of the supplementary agreement shall prevail.

第十一条：其它 Other

本合同以中英文书写，如有异议，以中文为准。This contract is written in Chinese and English languages, in case of any divergence, the Chinese version shall prevail.

(以下无正文，为本合同签署页) (The remainder of this page is intentionally left blank for signature only)

甲方/ Party A: _____
公司税号/Corporate Tax ID: _____
联系人/Contacts: _____ 职务/Position: _____
联系电话 / Tel: _____ 单位电话/Company Phone: _____
单位邮箱/Company E-mail: _____
开户行/Deposit Bank: _____
公司地址/Company Add.: _____

乙 方/ Party B: 汉德认证检验股份有限公司 /
TUVHD Certification Testing Co., Ltd
公司税号/Corporate Tax ID: 91510100MA67RJFY76
联系人/Contacts: 李卓/Li Zhuo 职务/Position: 总经理/GM
联系电话/Tel: 13310062606 单位电话/Company Phone: 40008-99588
单位邮箱/Company E-mail: AP-CEO@TUVHD.COM
开户行/Deposit Bank: 中国农业银行股份有限公司成都暑袜街支行/
Agricultural Bank of China Co., Ltd. Chengdu Shuwa Street Branch
账号/Account: 22802601040011962
公司地址/Company Add.: 中国·成都市锦江区东华正街42号24楼/
24th Floor, No. 42, Donghuazheng Street, Jinjiang District, Chengdu, China