

## 认证协议 Certification Agreement

Rev. 0

文件号 Document # F101-6-CN

发布日期 Release Date: 9/18/2016

Page 1 of 6

经友好协商，上海天祥质量技术服务有限公司（以下称“Intertek 天祥”）与客户共同达成以下认证协议（以下称“协议”）。  
After friendly negotiations, this Certification Agreement (“Agreement”) is made by and between ITS Shanghai (“Intertek”) and the Client.

### 第一部分 – 审核过程

#### ARTICLE I - Audit Process

1.1 **组织和标准.** 客户委托 Intertek 天祥按照本协议确定的认证标准和/或规范对其指定的组织（工厂或公司）的管理体系/系统提供认证审核服务。组织、认证标准的详细信息将在本协议项下的附件即：《体系认证合同》中加以描述。

**Facilities and Standards.** The Client hereby retains Intertek to evaluate the Client’s system(s)/program(s) at specified facilities of the Client (“Facilities”) that contract with Intertek for Certification Services to specified standard(s) and/or other normative document(s) (“Standard”). The Service Agreement accepted by the Client specifies the scope of the certification provided in accordance with this Agreement, including Facilities and Standards.

1.2 **客户信息.** 客户认可：在审核开始之前，应向 Intertek 天祥提供必要的管理体系/系统的完整的、准确的、最新的信息和文件，包括：口头、书面的信息和文件。同时，客户同意在审核开始之前尽快向 Intertek 天祥提供管理体系/系统涉及的应用文件，包括：方针、程序、手册和其他信息等。以上信息和文件是审核开始执行的前提性文件，若客户因法律权限（如，保密权限）或其他特殊信息（如，商业机密）等因素，不能向 Intertek 天祥提供以上数据、文件或信息，Intertek 天祥将有可能不能提供给客户认证服务，除非双方就此类事宜达成一致。

**Client Information.** The Client acknowledges that Intertek’s audit will require the Client to provide Intertek, either orally or in writing, with complete, accurate, and the most current information and documentation concerning the system(s)/program(s) to be certified. The Client agrees to promptly provide to Intertek all applicable documents, policies, procedures, manuals, and other information. If the Client intends to withhold from Intertek certain data, documents or other information on the basis of legal privilege (e.g., attorney-client) or other proprietary information (e.g., trade secret), Intertek may not be able to grant certification to the Client unless Intertek and the Client agree on how to address this issue.

1.3 **客户支持.** 客户认可 Intertek 天祥对其确定的组织执行现场审核，审核将由具备 Intertek 天祥审核资质的审核人员执行，该审核员可能是全职员工或兼职员工。同时，客户接受 Intertek 天祥审核人员在常规的工作时间对其确定的组织执行审核。审核人员有可能包括 Intertek 天祥的管理人员、认可组织的人员以及相关权威组织的人员（如，中国认监委、认可委、认证认可协会、质检系统的人员）。在审核现场，客户应保证其主要管理人员在场，并向审核员提供现场指引的向导及或解释组织的体系/系统运行情况的人员。此外，在审核开始之前或开始之时，客户应向审核人员完整介绍其健康和安全管理要求和程序，以及审核现场必须注意的重要事项。

**Client Assistance.** The Client further acknowledges that the audit process will require on-site evaluation by Intertek’s qualified auditor personnel (“Auditors”), whether permanent employees or contract personnel. The Client also agrees to permit all such evaluation of each Facility during the Client’s regular business hours. The audits may also be attended by representatives of Intertek’s management and Intertek’s Accreditors and other Sector Authority Organizations. During each on-site visit, the Client shall make available key management and other personnel to guide the Auditors through the Facility and to explain the operation of the Facility and its system(s)/program(s). In addition, prior to or at the commencement of any site visit, the Client shall fully brief the Auditors on all health and safety procedures, as well as restrictions, which must be adhered to while in the Client’s Facility.

1.4 **审核过程.** 详细的审核过程请浏览 Intertek 天祥的网站：<http://www.intertek.com/knowledge-education/seven-steps-certification/>

**Audit process.** Details regarding Intertek’s audit process are available on Intertek’s website: <http://www.intertek.com/knowledge-education/seven-steps-certification/>. This can be accessed at above links.

1.5 **非法规性审核.** 客户应理解本协议项下的审核并非法律/法规的符合性审核，因此，Intertek 天祥没有义务评估客户的过程和组织的情况以判断是否符合或不合法律/法规的要求。当发现在认证标准、认证范围内的相关活动违反法律/法规的情况时，审核人员将正式告知客户。客户应采取适当的措施，必要时应告知相关主管机构。一旦 Intertek 天祥的审核人员将此发现报告了客户，Intertek 天祥及其审核人员没有责任再向主管机构报告此类发现。Intertek 天祥审核人员将在下次审核中跟踪验证客户的回应，以验证其体系/系统持续符合标准的要求。

**Not a Compliance Audit.** The Client understands that the audit is not a legal/regulatory compliance audit, and, therefore, Intertek shall have no obligation to review the Client’s processes and Facilities to determine whether the same comply with or violate any legal and/or regulatory requirements. In the event that an Auditor observes a breach of any legal and/or regulatory requirements, related to the scope of certification, the Auditor will formally report this observation directly to the Client. The Client shall take appropriate action, reporting as necessary to the appropriate regulatory body. Once the Auditor has reported the observation to the Client, Intertek and the Auditor relinquish any further responsibility or independent duty to report directly to the regulatory body. The Client’s response to this activity will be followed up by the Auditor during the next visit to verify the Client’s continued conformity with the Standard.

## 认证协议 Certification Agreement

Rev. 0

文件号 Document # F101-6-CN

发布日期 Release Date: 9/18/2016

Page 2 of 6

### 第二部分 – 认证, 标志的使用和后续审核

#### ARTICLE 2 - Certification, Use of Marks and Subsequent Audits

2.1 **认证和认证标志的使用权限.** 在审核完成后经 Intertek 天祥确认, 符合相关标准/要求的体系/系统将在 Intertek 天祥登记注册。获得注册后, Intertek 天祥将同意客户在允许的授权范围内使用指定的 Intertek 天祥的认证标志、认可机构的标志 (认证标志), 以证明其体系/系统获得了认证。客户在使用以上所有的认证标志时, 应严格遵守 Intertek 天祥的要求, F205 – 认证证书、标志以及认可标志的使用要求, 详细内容, 请浏览 Intertek 天祥网站: <http://www.intertek.com/auditing/management-systems/policy/>。Intertek 天祥有权判断标志使用活动与本协议和 Intertek 天祥要求的合理性和一致性。客户同意立即停止任何 Intertek 天祥判断为标志误用的活动。

**Certification and Limited License to Use Certification Mark.** Upon completion of the Certification Audit and Intertek's determination that the system(s)/program(s) meets applicable Requirements, Intertek shall list and register the Client as having certified system(s)/program(s). Once the certification has been granted, Intertek agrees that the Client shall have a limited right to use the designated Intertek certification mark(s), as well as the Accreditor's mark ("Certification Marks"), where permitted, for the purpose of identifying the Client's system(s)/program(s) as certified. All Certification Marks shall be used in the manner and subject to the restrictions set forth in Intertek's Requirements, as specified in F205 – Use of Certificates and Certification and Accreditations Marks posted on Intertek's website at <http://www.intertek.com/auditing/management-systems/policy/>. Intertek shall have the sole right to determine whether the Client's usage of the Certification Mark(s) satisfies the requirements of this Agreement and Intertek's Requirements. The Client agrees to immediately cease any use of any Certification Mark which Intertek determines to be misleading.

2.2 **客户的责任.** 客户应保持一套有效处理客户投诉的文件化系统, 包括保存所有针对管理体系/系统的投诉和补救措施的记录, 客户能够在被要求时向 Intertek 天祥及时提供以上文件和记录。

**Responsibility of Company.** The Client shall maintain a documented system for effective handling of customer complaints, including keeping a record of all complaints and remedial actions relative to its system(s)/program(s) and provide required data as requested by Intertek.

2.3 **监督与复审.** 客户应了解 Intertek 天祥将按照要求执行以下类型的审核: (1) 阶段性回访 (监督审核): 确保客户每一个获证组织的体系/系统在规定的时间内持续符合认证标准的要求; (2) 特殊的回访(通知的或不通知的): 跟踪验证上次审核中识别的问题, 或验证客户自身变化对体系/系统的影响, 以及调查审核: 针对 Intertek 天祥收到的来自其他机构反映客户的管理体系不符合相关标准的任何投诉; (3) 复审: 为确定客户的管理体系/系统持续满足相关标准的要求。初次认证后的第 1 次监督审核必须在认证决定日期起的 12 个月内进行 (合理的安排应在认证决定日期后的 9 个月), 再认证审核必须在认证周期的第 3 年实施, 时间应安排在证书到期前的 3 个月。每次审核的人天应根据客户体系/认证项目的历史运行情况来确定。同时还应根据其他因素和特殊情况, 如, 客户的管理体系/认证项目发生重大调整或其他影响认证基础的变化。

**Surveillance and Re-Certification audit.** The Client acknowledges that Intertek is required to perform (i) periodic visits (surveillance audits) of each certified Facility to ensure that the Client's system(s)/program(s) continues to satisfy the requirements of the Standard(s) for which it is certified, (ii) special visits (announced or unannounced) to follow-up on issues identified during a previous visit, in response to changes identified by the Client or investigate any complaints Intertek may receive from any party indicating that the system(s)/program(s) may not conform to the requirements of the Standards for which it is certified, and (iii) re-certification audits of the Client's system(s)/program(s) for the purpose of reevaluating the continual fulfillment of all requirements of the Standard(s). The date of the first surveillance audit following initial certification shall not be more than 12 months from the certification decision date (ideally 9 months from the certification date). The re-certification audit shall take place during the third year of the certification period, approximately 3 months before the expiry of the certification. The duration of these audits is dependent upon the system(s)/program(s) performance history and other factors, and is subject to special provision if the Client makes major modifications to its system(s)/program(s) or if other changes take place which would affect the basis of the certification.

2.4 **变更.** 当客户的认证范围发生变化时, 或发生其他可能影响管理体系/系统的变化、变更、修订时, 客户应及时通知 Intertek 天祥。这些变化包含但不限于: 法律法规、商业、组织状态, 主要管理层以及方针、程序、经营场所、人员、设备、设施、工作环境或其他资源的, 和/或与标准或认证范围相关的可能造成任何法律合规性违法通知的合规状态的变化。此外, 客户同意向 Intertek 天祥提供所需的信息和文件、方针、程度、手册、纠正措施和 Intertek 可能要求以便确认变化影响客户体系/项目认证状态程度的其他信息。为了确保客户的管理体系持续符合相关标准的要求, Intertek 天祥应被授权在必要时对客户所有或任何部分的管理体系进行重新审核。

**Modifications.** The Client agrees to notify the Intertek Contracting Office of any request to change its scope of certification, or of any alterations, modifications or changes it makes to its system(s)/program(s) which could affect the certification. Such changes may include modification to its legal, commercial or organizational status, to its key managerial staff, and to significant changes to policies, processes, premises, personnel, equipment, facilities, working environment or other resources. and/or compliance status as a result of any significant notices of violations from regulatory agencies with respect to legal compliance as it relates to the standard or scope of certification. In addition, the Client agrees to provide Intertek with applicable documents, policies, procedures, manuals, corrective actions and other information as Intertek may request in order to ascertain how the changes will affect the certified status of the Client's system(s)/program(s). Intertek shall be

## 认证协议 Certification Agreement

Rev. 0

文件号 Document # F101-6-CN

发布日期 Release Date: 9/18/2016

Page 3 of 6

entitled to re-audit all or any portion of the Client's system(s)/program(s) if it determines that such is necessary or appropriate in order to ensure that the Client's system(s)/program(s) still conforms to the applicable Standard(s).

2.5 **标准或要求的修订** 客户应了解标准和/或 Intertek 天祥的要求可能有时会变化。在标准和/或 Intertek 天祥的要求被修订时，Intertek 天祥将与客户重新确定额外的审核活动，包括审核类型、范围及必要的计划进度等，从而确定客户的体系/系统符合新的变化/修订的要求。

**Revision of Requirements or Standards.** The Client acknowledges that the Standards and/or Intertek's contractual requirements may be revised from time to time. If revisions to Standards and/or Intertek's requirements are adopted, Intertek shall determine the nature and extent of the necessary additional audit activity, if any, and the required schedule for Intertek to confirm conformity with the revised requirements.

2.6 **纠正措施、强制执行与申诉** 如果 Intertek 天祥判定客户的管理体系不再满足认证的要求，客户应同意依照 Intertek 天祥要求的时间期限采取纠正措施。客户应了解并同意 Intertek 天祥在适当时针对不符合情况或重复发生的不符合活动采取额外的措施。这些措施依据现场情况判定，可能包括暂定、撤销认证、向相关组织通报不符合情况或注销认证。双方同意，客户有权对 Intertek 天祥在 GP208（争执和申诉流程）中的任何决定提出申诉，见 Intertek 的网站：<http://www.intertek.com/auditing/management-systems/policy/>。

**Corrective Action, Enforcement and Appeals.** If Intertek determines that the Client's system(s)/program(s) no longer satisfies the Certification Requirements, the Client agrees to take such remedial action as Intertek may request within the time specified by Intertek. The Client acknowledges and agrees that Intertek may take such additional actions as it determines to be appropriate with respect to such nonconformity or for repeated occurrences of nonconformity. Such action may include, among other things, suspension or cancellation of certification for all Facilities, and notification of nonconformity or decertification to other parties as specified by Intertek's Accreditors. The Client has the right to appeal any decision made by Intertek as specified in GOP208 – Disputes and Appeals Process, posted on Intertek's website at: <http://www.intertek.com/auditing/management-systems/policy/>.

### 第三部分 – 总则

#### ARTICLE 3 - General Provisions

3.1 **记录的保存及保密** Intertek天祥有权保留审核期间客户的所有适用的文件、方针、程序、手册及其他信息。除了保存此类文件信息，Intertek天祥应根据法律法规的要求对该内容保密，并且不以任何会对客户造成损害的方式使用此类信息。此外，在合同期内以及合同终止后，除非有法律要求，Intertek天祥依然有义务对这些审核期间获取的信息、报告文件严格保密。然而，上述情况不能被解释为是禁止 Intertek天祥以任何方式公开客户被授予或被拒绝认证、证书暂停或撤销情况，以及向认可机构提供相关完整或部分的报告，或者以审核为目的向Intertek天祥认可的個人提供相关客户信息包括审核文件的拷贝。除了适用的认可文件的要求，Intertek天祥要获得客户或个人对于不向第三方透露相关信息的书面的承诺。当根据法律要求需向第三方提供该机密信息时，除非受到法律约束，不然Intertek天祥会在提供信息前通知客户。

**Retention of Records and Confidentiality.** Intertek shall be entitled to retain the originals or copies of all applicable documents, policies, procedures, manuals, and other information provided during the course of the audits. Except to the extent that the information obtained by Intertek is already in Intertek's possession or is, or becomes in the future, public knowledge, and except as otherwise required by law or legal process, Intertek covenants and agrees to maintain all such information in strict confidence and not to use any such information in any manner detrimental to the Client. In addition, Intertek shall maintain in strict confidence, except when required by law during the term of and after the termination of this agreement, the information obtained during the course of the audits and documented in the audit reports. However, the foregoing shall not be deemed or construed in any manner whatsoever as prohibiting Intertek from publicly disclosing details of the granting, refusal, suspension or withdrawal of certification, or providing complete or partial copies of audit reports as specified by Intertek's Accreditors and Sector Authority Organizations, or providing access to client information, including copies of audit documents to Intertek's Accreditors and Sector Authority Organizations personnel for audit purpose. Except as required in the applicable accreditation documents, Intertek shall obtain written consent from the client or individual for disclosing information to a third party. Where required by law to release confidential information to a third party, Intertek will, unless regulated by law, notify the Client or individual concerned in advance of the information provided.

3.2 **弃权** 对本协议中任何部分条款的弃权或违约不能被理解为是持续的弃权或违约，或是对其他条款的弃权和违约。

**Waiver.** No waiver of any provision of this Agreement, or any breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach.

3.3 **协议条款** 本协议与《体系认证合同》共同构成完整的服务协议，自双方签署日起共同生效。

**Term of Agreement.** This Agreement and the Proposal for System Certification form the complete Service Agreement altogether, which shall commence on the date the Service Agreement is signed and shall remain in effect for the same period as the Service Agreement.

## 通用条款和条件 General Terms & Conditions

Rev. 0

Document # F101-4-CN

Release Date: 9/18/2016

Page 4 of 6

### General Terms & Conditions 通用条款和条件

1. 除另有书面规定的情况外，Intertek 上海天祥质量技术服务有限公司（后称“Intertek”）的所有服务提供及职责履行和 Intertek 的费率及费用都基于以下条款和条件：

Unless otherwise specifically agreed in writing, all services performed and all obligations assumed by the Intertek Testing Services Co. Ltd, Shanghai (hereinafter referred to as "Intertek") are undertaken and the rates and charges of Intertek are based upon the following Terms and Conditions:

2. Intertek 仅向订购服务的个人或者实体（后称“客户”）保证其服务应与其他提供此类服务的公司在类似情况下提供的正常服务及技术水平保持一致。如有违反以上保证，Intertek 将依照客户的合理要求纠正缺失至服务原本应有状态提供服务并承担相应费用。如存在客户账户欠费情况则此保证视作失效和无效。所有发票应按照约定的支付条件到期支付，若未按照约定条款支付的，则该客户账户将处于欠费状态。

Intertek warrants exclusively to the person or entity ordering services (hereinafter referred to as "Client") that its services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances. In the event of a breach of this warranty, Intertek will, at its own expense, perform services of the type originally performed as may be reasonably required to correct such defects. This warranty shall become null and void in the event Client's account becomes delinquent. All invoices are due and payable upon agreed payment terms, and the Client's account becomes delinquent if payment is made outside of these terms.

3. Intertek 不作任何其他明示的担保。Intertek 排除并否认其他任何隐含的担保，其中包括但不限于为某项特殊目的的适宜性做的担保、商品性能担保、技术性能保证和其他结果的担保。

Intertek makes no other express warranties. Intertek excludes and disclaims all implied warranties including but not limited to any warranty of fitness for a particular purpose, warranty of merchantability, warranty of workmanlike performance and warranty of results.

4. 如 Intertek 违背其义务，Intertek 公司、其管理人员、员工、代理、代表、合约方和分包方就与工作履行、服务或义务相关的任何损失或损害之索赔的全部责任（无论是间接还是直接，无论是基于合同、侵权或其他事由产生），及客户可获得的全部补偿为造成所述损失或损害的该项服务项目已付或应付费用的十倍，或一万五千美金(\$15,000.00 USD)这两者中的较低额，且 Intertek 不承担任何有关间接的、附带的、惩罚性的、特殊损害的或者从属性损失的索赔的责任，包括利润损失和/或未来商业损失和/或产品损失和/或取消合同的损失。

Client's exclusive remedy for Intertek's breach of its obligations and the total liability of Intertek, its officers, employees, agents, representatives, contractors and subcontractors for any loss or damage claimed, either directly or indirectly, howsoever arising in contract, tort, or otherwise, in connection with the performance of the work, services or obligations involved shall be either ten times the fee paid or payable for the specific item of services giving rise to the stated loss or damages, or Fifteen Thousand American Dollars (\$15,000.00 USD) whichever is less, provided however that there shall be no liability in respect of any claims for indirect, incidental, punitive, special damages, or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts.

5. 向 Intertek 的索赔需在相关服务提供后的 90 天内进行书面通知。未在 90 天内给出索赔通知的，都构成对相关服务履行有关的索赔(无论是直接还是间接，无论是基于合同、侵权或其他事由产生)的不可撤销的放弃。

Written notice of claim against Intertek must be made within ninety (90) days after the performance of the related services. Failure to give such written notice of claim within such ninety (90) days shall constitute a bar or irrevocable waiver to any claim, either directly or indirectly, in contract, tort or otherwise in connection with the performance of the services involved.

6. Intertek 保留将服务指定给一家或者多家分支或分包机构来执行的权利。

Intertek reserves the right to delegate the performance of Services to one or more of its affiliates or subcontractors.

7. 对基于以下原因和情形的 Intertek 及其下属子公司、附属公司、管理人员、主管人员、员工以及代理遭遇的所有类型或种类的索赔、诉求、诉讼或者其他流程，客户应就相关的或其所导致的 Intertek 的所有损失、损坏、成本费用进行赔偿、使 Intertek 免受相关损害并为其进行抗辩，包括但不限于实际所发生的合理诉讼费。其中的原因和情形包括如下：(i) 所有通过使用任何客户的产品或服务所引发的伤害、损失或损害；(ii) 关于管理体系认证的不适当诉求或主张；或者(iii) Intertek 依据本协议条款代表客户或为其利益所从事的任何活



## 通用条款和条件 General Terms & Conditions

Rev. 0

Document # F101-4-CN

Release Date: 9/18/2016

Page 5 of 6

动。以上第 (iii) 条不适用于有管辖权的司法部门所认定的因 Intertek 的故意或重大过失所造成的损失、损害或伤害。以上条款应适用于本协议有效期内且应在本协议被解除后继续保持有效。

The Client shall indemnify, defend and hold Intertek and its subsidiaries, affiliates, officers, directors, employees and agents harmless from and against any and all claims, demands, suits or other proceedings of any kind or character whatsoever, and all losses, damages, costs and expenses incurred in connection therewith or as a result thereof, including, but not limited to, actual reasonable attorney fees and expenses, arising from or in any manner whatsoever attributable to (i) any injury, loss or damage caused by or through the use of any of the Client's products or services, (ii) any claim or assertion by any person that the certification of the management system was improper, or (iii) any activity conducted by Intertek pursuant to the terms of this Agreement for or on behalf of the Client or for its benefit. The provision of clause (iii) above shall not apply to losses, damages or injuries which are attributable solely to the gross negligence or willful misconduct of Intertek as determined by a court of proper jurisdiction. Provisions of this clause shall apply during the term of this Agreement and shall survive the cancellation of this Agreement.

8. 任何一方可以在提前至少 90 天以上书面通知对方后终止本协议。另外，在给予客户书面通知和合理的采取措施的机会后，Intertek 有权基于以下原因取消本协议：因客户未支付 Intertek 应付款项、不符合适用标准或者 Intertek 要求、未按照 Intertek 要求采取纠正措施或者客户无力偿债、申请破产或接管。当 Intertek 不再是适当的获认可的认证机构时，客户有权给予 Intertek 书面通知立即取消本协议。在取消本协议时，客户应立即停止使用适用的认证标志和认证证书。所有取消通知都应以书面形式给出。

Either party may terminate this Agreement at any time by providing not less than ninety (90) days prior written notice to the other party. In addition, upon giving Client written notice and reasonable opportunity to take appropriate action, Intertek shall be entitled to cancel this Agreement for any failure of the Client to pay Intertek any sum due and owing to it, for nonconformance with the applicable Standards or Intertek's Requirements, for failure to take corrective action pursuant to and in accordance with Intertek's Requirements, or upon any insolvency or filing in bankruptcy or receivership by or against the Client as debtor. The Client shall be entitled to cancel this Agreement immediately by giving written notice to Intertek if Intertek fails to become or ceases being an appropriately accredited certification body. Upon cancellation of this Agreement, the Client shall immediately discontinue use of the applicable Certification Mark(s) and Certificate(s) of Registration. All cancellation notices shall be provided in writing.

9. 本协议的取消在终止前不应以任何形式影响各方的权利和义务。在不限制前述原则的前提下，客户应在终止前继续对 Intertek 就已发生或应计的未付费用负有责任，并按照本协议第七段对 Intertek 继续负有弥偿责任。客户无权减少或追回之前已付的审核费，但 Intertek 应按比例部分或全部退还已经预先支付费用的未实现部分。

The cancellation of this Agreement shall not affect in any manner whatsoever any rights or obligations of the parties hereto accruing prior to such termination. Without limiting the generality of the foregoing, the Client shall be and remain liable to Intertek for any and all unpaid fees and expenses incurred or accrued prior to such termination and shall remain liable to indemnify Intertek as set forth in paragraph 7 of this Agreement. The Client shall not be entitled to any rebate or refund of any audit fee previously paid; provided, however, that Intertek shall proportionately rebate and refund to the Client the unearned portion of any such fee which has been paid in advance.

10. 未经 Intertek 书面同意，本协议以及此下的客户权利、受益及义务都不应全部或者部分由客户转让或授权他方。鉴于此，如有客户合并、重组、大部分控制权或股权转移、整体资产全部或实质上全部变卖，或者完成具有向任何个人或实体直接或者间接转让客户有效控制权或者其资产效果的交易，将视作转让或者授权行为。

This Agreement and each of the rights, benefits and obligations of the Client hereunder, may not be assigned or delegated by the Client in whole or in part without the prior written consent of Intertek. For purposes hereof, an assignment or delegation shall be deemed to occur if the Client merges, consolidates, has any transfer of a majority or controlling voting or equity interest, sells all or substantially all of its assets or completes any other transaction which has the effect of transferring, whether directly or indirectly, effective control of the Client or its assets to any other person or entity.

11. 除非经 Intertek 批准，任何对本条款和条件的修改不对 Intertek 具有约束力。Intertek 接受客户工作及服务申请应基于本通用条款和条件以及附件的规定和支付条款。任何时候客户要求或提交的任何条款（包括但不限于客户采购订单、指令、任命及其他文件中的条件和条款）都不予接受并驳回，被视为对本协议的实质性修改，且不具备效力。

No alteration of these Terms and Conditions shall be binding on Intertek unless approved by Intertek. Intertek's acceptance of Client's request for work or services is limited to these General Terms and Conditions of Service and the attached Provisions and Payment Terms. Any terms proposed or submitted by Client at any time (including, but not limited to, provisions or terms in Client's purchase order, instruction, nomination or other document) are objected to and rejected, and shall be deemed a material alteration hereof, and shall be of no force or effect.

12. 尽管本协议有任何相反的规定，如果因不可抗力、他方行为、政府行为、火灾、罢工、劳动力问题、暴动或战争或其他对方不能控制的原因不能执行本协议，任何一方都不对对方负有责任。如果上述事件延迟了协议的履行，根据不可抗力事件的时间，履行时间可以相应有所延长，然而面临不可抗力的一方应采取合理的措施尽量减少延迟。



## 通用条款和条件 General Terms & Conditions

Rev. 0

Document # F101-4-CN

Release Date: 9/18/2016

Page 6 of 6

Notwithstanding anything to the contrary in this Agreement, neither party will be liable to the other party by reason of any failure in performance of this Agreement if the failure arises out of acts of God, acts of the other party, acts of governmental authority, fires, strikes, labor shortages, riots or war, or any cause beyond the reasonable control of that party. If any such event delays performance, the time allowed for such performance will be extended for the length of the force majeure event; provided, however, that the party experiencing the force majeure event will exercise reasonable commercial steps to minimize the delay.

13. 如有任何条款或条件，或者部分条款或条件，被认定为不能执行的，则该条款或条件或者部分条款或条件应视作无效，且其他所有条款或条件应仍具有同等效力，视无效的条款或条件、或部分条款或条件不存在。

If any term, condition or provision, or part thereof, is deemed unenforceable, then that term, condition or provision, or part thereof, shall stand void and all other terms, conditions or provisions shall have the same effect as if the voided term, condition or provision, or part thereof, had not existed.

14. 本协议的管辖及解释权依据中华人民共和国法律与法规。

This Agreement shall be governed by, and shall be construed in all respects in accordance with the laws and Regulations of People's Republic of China.

15. 所有附件中的条款都视为本认证协议的一部分。

Any the Terms attached hereto are to be considered part of this Certification Agreement.

如本条款与条件有任何未提及、不清楚或不明确的事宜，或与天祥通用服务条款与条件有任何不一致、不相符或矛盾之处，则以天祥通用服务条款与条件为准。Where any issue on which these Terms and Conditions are silent, not articulate or ambiguous, or are inconsistent, disagree or contradict with the Intertek General Terms and Conditions of Services.

**Intertek Testing Services Ltd., Shanghai**  
**上海天祥质量技术服务有限公司**

**Client: \_\_\_\_\_**  
**客户: \_\_\_\_\_**

Signature: \_\_\_\_\_

签名:

Name: \_\_\_\_\_

姓名

Title: \_\_\_\_\_

职位:

Date: \_\_\_\_\_

日期:

Signature: \_\_\_\_\_

签名:

Name: \_\_\_\_\_

姓名:

Title: \_\_\_\_\_

职位:

Date: \_\_\_\_\_

日期:

