

AGREEMENT TERMS & CONDITIONS — TEXTILE EXCHANGE STANDARDS 协议条款 —— 纺织品交易所标准

1.0 Purpose and Basic Rules 目的与基本原则

The purpose is to reach an Agreement on the service of ASCP to perform conformity assessment to the Certification Requirements of the Products and the CLIENT, on an annual cycle and resulting, where applicable, through issuing and maintaining the Certification Normative Documents (hereinafter: Documents), allowing reference to be made by the CLIENT to the Products' conformity to the Standard.

本文件目的是就 ASCP 的服务达成协议, 按照认证的要求对产品和客户进行以年为单位的合格评定并产生结果, 并在适用时通过发布和维护认证规范文件(以下简称:文件), 允许客户以此作为产品是否符合标准的参考。

The Agreement between ASCP and the CLIENT is consist of the current versions of the following documents, which are available upon request:

ASCP 与客户之间的协议由下列当前版本的文件组成, 可根据要求提供:

- The initial quotation (the 'Quotation');
首次报价单(下称“报价”);
- The Agreement general and special terms and conditions (the 'Terms and Conditions');
本协议一般及特殊条款及条件(下称“条款及条件”);
- The certification process developed by ASCP for the applicable Standard ('Certification Process');
ASCP 为适用标准制定的认证过程(下称“认证过程”);
- The label usage guide of the specific Standard, including the rules of reference to certification.
具体标准的标签使用指南, 包括认证参考规则。

ASCP will and only will supply certification services, which are authorised by the owner of requested Standard, and the corresponding standard official trademarks(the 'Marks'). For the purpose of authorising use of the Trademarks or verifying the satisfaction of CLIENT's products against any other reference to the certification, ASCP will decide whether to grant its certification by fulfill the Agreement.

ASCP 将提供且仅提供由所要求的标准和相应标准官方商标(“标识”)所有者授权的认证服务。为了授权商标的使用或验证客户产品对任何其他认证参考的满意度, ASCP 将决定是否通过履行本协议授予其认证。

This Agreement is only a Service Contract applied to activities of certification and assessment (audit). The CLIENT's (purchase) terms and conditions do not apply to or supplement the Agreement between ASCP and the CLIENT.

本协议仅为适用于认证和评审(审核)活动的服务协议。客户的(采购)条款及条件不适用于 ASCP 与客户之间的协议, 亦不作为协议补充。

The contractual terms and provisions of the Agreement shall take precedence over any alternative terms and conditions (in any other document connected with this service project) excluding written consensus between the parties.

本协议的合同条款和规定应优先于(与本服务项目有关的任何其他文件中的)任何替代条款和条件, 但双方之间的书面协商除外。

CLIENT requested dates of services visit must be confirmed with ASCP in writing after receipt of signed Agreement. No services visit dates requested by CLIENT prior to the return of the signed Contractual Agreement document can be guaranteed.

客户申请服务的访问日期必须在收到已签署的协议后以书面形式与 ASCP 确认。客户在归还已签署的合同协议文件之前申请服务的任何访问日期都不能得到保证。

Unless agreed to in writing, nothing expressed or implied between the CLIENT and ASCP personnel is considered binding.

除非书面同意，客户与 ASCP 人员之间的任何明示或暗示均不被认为具有约束力。

No modification or alteration of this Agreement and any of its subsequent changes shall be effective unless made in writing and agreed upon by both Parties. The modification or alteration of this very provision of the written form shall require the written form as well.

本协议及其后续变更的任何修改或变更，除非双方书面约定，否则均属无效。对这一条款的书面形式的修改或变更同样必须采用书面形式。

Should any provision of this Agreement be held by a court of law to be in conflict of rule of law, regulation or APPLICABLE Standard, the remaining provisions shall survive in force and with full effect, within the bond of law.

如果本协议的任何条款被法院裁定与法律、法规或适用标准相冲突，则其余条款应在法律约束下继续有效并具有充分的效力。

The Agreement of the latest date cancels and replaces any previous contracts with the same subject that may have been signed between the Parties.

最新日期的本协议取消并取代双方以前签订的任何具有相同主题的协议。

2.0 Scope of Agreement 协议范围

ASCP agrees to provide the CLIENT with services for the location(s) and the scope as detailed in the price quotation - part of Contractual Agreement document, and for the products, units, processes and site(s) defined and listed in 'CERTIFICATION SCOPE'. The CLIENT agrees to the provisions of this Agreement and all annexes.

ASCP 同意为合同协议文件报价单部分中详细列出的地点和范围，以及“认证范围”中定义和列出的产品、单元、工艺和地点提供服务。客户同意本协议及所有附件的规定。

Services are subject to the Documents as listed in 'CERTIFICATION NORMATIVE DOCUMENTS'. During services, ASCP will assess whether the conditions of the Documents are met by CLIENT.

服务以“认证规范文件”中所列文件为准。在服务期间，ASCP 将评估客户是否满足文件的条件

CLIENT has read and understood the Documents and agrees to abide by them.

用户已经阅读并理解了在本协议签订之日适用的合格标准，并同意遵守这些标准。

3.0 Rights and Duties of Certification Body 认证机构的权利和义务

ASCP guarantees CLIENTS a high quality, professional and impartial service related to its responsibilities.

ASCP 保证向客户提供与其职责相关的优质、专业和公正的服务。

ASCP shall provide the CLIENT appropriate standards and all information necessary for the establishment of operations adequate to meet the APPLICABLE Standards.

ASCP 向客户提供对应的标准以及建立足够满足适用标准的操作体系的所有必要信息。

ASCP may, at its discretion, where possible, in consultation with the CLIENT, replace the audit person or persons that performing the assessment, if and in so far as it is believed that such replacement would benefit the performance of the assessment.

在可能的情况下，经过与客户磋商，ASCP 可自行决定更换负责进行评审的人员，只要认为这种人员更换有利于评估活动的执行。

ASCP shall issue certificates designated Transaction/Inspection Certificate upon request of the CLIENT. These certificates will be issued at the sole discretion of ASCP and only after the required verification and settlement of proper fee.

ASCP 应根据客户的请求签发指定交易证书/检验证书。这些证书的签发将由 ASCP 全权决定，并且只有在经过必要的核实和结算适当的费用后才会签发。

Failure to comply with the APPLICABLE Regulation(s) / Standards and terms and conditions of this Agreement shall be just cause for revocation of the ASCP's rights as conferred by this Agreement.

不遵守本协议适用的规章/标准及条款和条件应被视为本协议授予 ASCP 的权利被撤销的正当理由。

ASCP will provide CLIENT any changes that may take place to its certification requirements and the same will be verified by ASCP for CLIENT for compliance.

ASCP 将向客户提供其认证要求可能发生的任何变化，并由 ASCP 对客户的符合性进行验证。

ASCP shall not be liable for any act of omission or commission or violation of APPLICABLE Regulation(s) / Standards, rules, or regulations of ASCP by the CLIENT, their related parties, successors and entrustee, and the CLIENT shall hold harmless ASCP in all matters relating to this Agreement.

对于客户，及其相关方、继承方和受托代理方的任何不作为、委任或违反适用的法规/标准、条例或 ASCP 规章的行为，ASCP 不承担任何责任，并且客户应使 ASCP 在与本协议有关的所有事项中不受损害。

In case the CLIENT have been certified by another accredited certification body. This certification status and/or transaction certificate(s) may be accepted by ASCP on condition that the previous certification and CLIENT's operation after been certified is evaluated by ASCP as per necessary and sufficient procedures. In case previous certification and/or transaction certificate(s) are accepted by ASCP, the term of this Agreement and all rights granted will be valid automatically. CLIENT may only use ASCP mark and/or logo upon the successful application and assessment of ASCP. Any evidence that ASCP has legitimate reason to believe it is falsified, illegal will cause ASCP refuse to accept submitted certification documents and/or transaction document(s) and notify Textile Exchange and relevant certification body.

如果客户已经由另一位认可的认证机构认证。ASCP 可以接受此认证状态和（或）交易证书，但前提是 ASCP 按照必要且足够的程序评估了先前的认证和获证后客户的操作。如果 ASCP 接受了先前的认证和（或）交易证书，则本协议的条款和授予的所有权利将自动生效。客户只有在成功通过申请和 ASCP 的评估后，才能使用 ASCP 标识和/或商标。如果 ASCP 有正当理由相信该文件是伪造的、非法的，ASCP 将拒绝接受提交的证明文件和/或交易文件，并通知纺织品交易所和相关认证机构。

ASCP has the right to make surveillance and announced or unannounced assessment when it is needed.

ASCP 有权在需要时进行监督、通知或不通知的审核。

ASCP has the right to visit non-certified areas within the certification scope if there is a justification for such visit.

如果有正当理由，ASCP 有权访问认证范围内的非认证区域。

ASCP reserves the right to delegate the performance of its obligations under the Agreement to any of its affiliates and/or reputable service provider (hereinafter: the 'Subcontractor'), provided, however that ASCP shall be and remain fully responsible for the acts, omissions and defaults of any duly appointed Subcontractor as if they were the acts, omissions or defaults of ASCP. ASCP may disclose to its Subcontractors any necessary and limited Confidential Information to perform the Services.

ASCP 保留将其协议项下义务的履行委派给其关联公司和/或可采信的服务提供商（以下简称“分包商”）的权利，但是，ASCP 要对其委任的分包商的行为、疏忽和违约行为负全部责任。在履行服务过程中，ASCP 可向其分包商披露任何必要且有限的机密信息。

ASCP shall inform the CLIENT prior to utilise qualified outsourcing services, in order to provide the CLIENT with an opportunity to give suggestion or object. To the CLIENT, ASCP will take responsibility of activities of outsourcing services providers during this certification. However, ASCP will never outsource its certification

decision, scope certificate and transaction certificates(TCs).

ASCP 应在采用合格的外包服务之前通知客户，以便为客户提供机会提出意见或反对。对客户，ASCP 将对此次认证中外包服务商的活动承担责任。然而，ASCP 永远不会外包其认证决策、范围证书和交易证书。

In view of the changing Regulations/ Standards the CLIENT and ASCP agree that they will undertake whatever necessary steps may, in ASCP's judgment, be as the outcomes of legal or regulatory decisions affecting the APPLICABLE Standards of production or Mark.

针对不断变更的法规/标准，客户和 ASCP 同意，将根据 ASCP 的判断采取任何必要的措施，这些措施将作为法律或法规决定的输出从而影响生产或标识适用的标准。

4.0 Rights and Duties of CLIENT 客户的权利和义务

CLIENTs shall commit to comply with the relevant criteria of the requested certification standards and any other provisions of the related standards certification program. CLIENT'S execution or performance of the Agreement shall not infringe upon or violate the rights of any third party or violate any laws.

客户应承诺遵守申请的认证标准的相关准则，以及相关标准的认证程序的其它条款。客户签署或履行本协议不得侵犯或侵犯任何第三方的权利，也不得违反任何法律。

For the certification procedure CLIENT is not obliged to be a member of any association or foundation. It is CLIENT' own willing choice to have such a membership.

对于认证程序，客户没有义务成为任何协会或基金会的成员。拥有这样的成员资格是客户自己自愿的选择。

CLIENT has right to request ASCP appropriate standards and all information necessary for the establishment of operations adequate to meet the APPLICABLE Standards.

客户有权要求 ASCP 提供适当的标准和所有必要的信息以建立满足适用标准的运作机制。

Upon the notification that ASCP may at any time use subcontracted services, CLIENT has right to object or discuss and finally accepts based on consensus.

在接到 ASCP 可随时使用分包服务的通知后，客户有权反对或讨论，并最终在协商一致的基础上接受。

CLIENT shall be the non-exclusive licensee with regard to the ASCP Mark solely and exclusively for all the identification of products certified according to the APPLICABLE Standards.

客户应是 ASCP 专有标识的非排他性的获许可方，仅可用于所有对依据适用标准认证的产品的识别。

CLIENT shall not make any representation to any person, persons or group regarding the ASCP Management.

客户不能声称可以代表 ASCP 管理层的任何个人或团体。

Failure to comply with the APPLICABLE Regulation(s) / Standards and terms and conditions of this Agreement shall be just cause for revocation of the CLIENT's rights as conferred by this Agreement. In such case, CLIENT will lose all rights.

不遵守本协议适用的规章/标准及条款和条件应被视为本协议授予客户的权利被撤销的正当理由。在这种情况下，客户将失去所有权利。

Failure of timely payment or payment may result in suspension or cancellation of the certification. CLIENT shall promptly settle fees and charges as established by ASCP fees structure and list of reasonable unplanned charges.

延迟付款或未付款可能会导致证书的暂停或取消。客户应及时结算 ASCP 收费表中规定的费用。

CLIENT shall refrain from any activity that could potentially affect the ASCP mark of conformity and/or ASCP certificates in a negative way.

客户应避免任何可能对 ASCP 符合性标识和/或 ASCP 证书造成潜在负面影响的活动。

CLIENT shall have to confirm that it does not and will not hold the same standards certification with another certification body at the same time.

客户必须确认自己没有，也不会与其他认证机构同时持有相同标准认证。

The CLIENT shall have to inform ASCP whether its application/ certification was denied/ refused/ sanctioned by another Certification Body and/or Textile Exchange.

客户必须通知 ASCP，其申请/认证是否被另一认证机构和（或）纺织品交易所拒收/拒绝/制裁。

CLIENT shall not infringe or irregular in any form. In the event of infringement or irregularities, CLIENT shall accept the enforcement of the measures of the certified material production rules.

客户不得以任何形式侵犯或违规。如有侵权或违规行为，客户应接受对认证的材料生产规则的强制措施。

CLIENT is prohibited from making unauthorized request of certification decision, scope certificate and TCs to ASCP's outsourcing provider(subcontractor). Such behavior and/or any acquisition is invalid and illegal.

客户被禁止向 ASCP 的外包供应商(分包商) 提出未经授权的认证决策、范围证书和交易证书请求。这种行为和（或）任何获取都是无效和非法的。

CLIENT must avoid from any violation and make sure all related parties such as subcontracted producers, processors and other persons to abide the requirements of certified material regulation(s) and standard(s). In the case where activities of sub-contractors related to certified material certification, Agreements shall be signed and well preserved. In some cases, some steps in the production chain may have been assessed by other certification bodies. Nevertheless, ASCP will also assess these steps in according to ASCP own procedures and certified material regulations. On the occasion CLIENT is responsible to share the procedures and policies from ASCP with its subcontractor(s).

客户必须避免任何违规行为，并确保所有相关方，例如分包的生产商、加工商和其他人员，都应遵守与认证的材料相关的规定和标准的要求。对于分包商与认证材料认证有关的活动，则还需与其签署协议并妥善保存。在某些情况下，生产链中的某些步骤可能已经由其他认证机构进行了评审。尽管如此，ASCP 还将按照自己的程序和认证材料规定对这些步骤进行评审。届时，客户负责将 ASCP 要求所执行的程序和政策提供给她分包商。

During surveillance and announced or unannounced assessment of ASCP, CLIENT should accept assessment and be honest with whole documents and information association with the certification to ASCP auditors.

当 ASCP 进行监督、通知或不通知的评审时，客户应接受评审并如实向 ASCP 审核员提供与认证有关的全部文件和信息。

Only certified CLIENT can make proclaims regarding certification consistent with the scope of certification, and following the scope of granted certificate.

客户只有在通过认证后，在认证范围内做出与认证范围一致的认证声明，并遵循已授予的认证范围。

CLIENT shall acknowledge Textile Exchange's right to change the Standard and certification requirements and that certification is conditional on conforming to a new or revised version of the applicable Standard and new or revised certification requirements within the timeframes established by Textile Exchange.

客户应承认纺织品交易所所有权更改标准和认证要求，认证的条件是在纺织品交易所确定的时间范围内符合适用标准的新版本或修订版本，以及新的或修订的认证要求。

CLIENT has obligation to inform ASCP any changes that may affect the capability of the certified products to continue to fulfill the requirements of the Documents of defined certification scheme e.g. Changes related to legal, commercial, organisational status or ownership, organisation and management, address and sites, scope of operations under certified products, major changes to certified products and processes, and the environmental and social impact of the certified CLIENT caused by incidents or events (if applicable to the audit scope). This explicitly includes changes to the scope of this Agreement.

客户有义务告知 ASCP 任何变更，这些变化可能影响认证产品继续满足已定义认证的文件要求的能力，例如与相关法律、商业、组织状态或所有权、组织和管理、地址和网站、认证产品的经营范围的变更，认证产品和过程的主要变更，以及获认证客户因事件或事件所造成的环境和社会影响（如适用于审核范围）。也明确包括对本协议范围的更改。

CLIENT shall not market any new products, product formulations or materials resulting from above Changes association with the certification standards until ASCP has assessed the need for re-assessment and confirmed approval.

在 ASCP 评估是否需要重新检查并确认批准之前，客户不得销售与认证标准有关的上述变化引起的任何新产品、产品配方或材料。

CLIENT shall not market any products, product formulations or materials not covered by the current scope certificates association with the certification standards.

客户不得销售与认证标准有关的现有范围证书上没有列出的任何产品、产品配方或材料。

In case certified final products are not covered by owned standards of CLIENT's country or MLA standards in which the CLIENT's country participates, although with similar natures or names. This certified final products with relevant standard's logo shall not be sold as the product covered by the recognised standards of CLIENT's country in its domestic market.

如果认证的最终产品不属于客户所属国家自有标准或客户所属国家参与的国际互认标准，尽管性质或名称相似。带有相关标准标识的此最终产品，不得作为客户所属国家承认标准涵盖的产品在其国内市场销售。

The CLIENT must, upon request by ASCP, withdraw and/or rectify any misleading or incorrect publications, indications or information regarding its assessed and/or certified activities. In this regard, CLIENT shall duly follow any directions from ASCP to the satisfaction of ASCP.

对于与客户的评估和/或认证活动有关的任何误导性或不正确的出版物、说明或信息，应 ASCP 要求，客户必须撤回和/或予以纠正。在这方面，客户应遵守 ASCP 的任何指示，直至其满意为止。

The CLIENT must inform ASCP immediately upon the awareness of any misuse and/or unauthorised use of marks of conformity or any misleading or incorrect publications referring to ASCP or the Documents.

在发现任何误用和/或未经授权地使用符合性标识，或者发现任何误导性或不正确的出版物引用 ASCP 或标准文件时，客户必须立即通知 ASCP。

Upon suspension, cancellation or expiry of certificate, CLIENT shall promptly stop using all advertising material that contains any reference to or claims regarding standard and scheme owner. CLIENT shall take action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure. CLIENT must return all original certification documentation to ASCP.

证书暂停、取消或到期时，客户应立即终止使用所有包含任何有关标准和方案所有者的引用或主张的广告材料。客户应执行认证体制要求的措施（例如退还证书文件）和其他必要措施。客户必须将所有原始认证文件退还给 ASCP。

CLIENT consents to authorised observer of scheme owners and the accreditation bodies having the right to observe audits conducted by ASCP auditors.

客户同意方案所有者和认可机构的授权观察员有权观察 ASCP 审核员正在进行的审核。

CLIENT accepts that the accreditation body, scheme owners, governmental agents or any other formally appointed body in conformance with the Documents has the right to conduct audits of CLIENT, including semi-announced audits, unannounced audits, and confirmation visits, for the purpose of monitoring ASCP's conformity with requirements of these said parties.

客户接受认可机构、方案所有者、政府机构或任何其他符合标准文件要求的正式指定机构有权对其进行审核，包括半通知审核，不审核和确认的访问，目的是监控 ASCP 是否符合来自上述各方的要求。

CLIENT accepts that fully cooperation of all audits shall be ensured, including providing documentation and records, and access to relevant facilities, equipment, location(s), area(s)(including non-certified area, when necessary), personnel, and their subcontractors.

客户接受应确保对所有审核工作的充分配合，包括提供文件和记录，以及接触相关设施、设备、地点、区域、人员及其分包商。

CLIENT accepts that the accreditation body and scheme owners may become engaged in the case that a complaint or appeal escalates beyond the ASCP's authority, and agrees to cooperate with investigations.

如投诉或上诉升级超出 ASCP 的权限，客户接受认可机构和方案所有者可能会介入，并同意与调查方合作。

5.0 Terms of Services 服务条款

ASCP's standard services may include all or any of the following (hereinafter: the 'Services'): Assessment and Certifications of products, processes, services, processing and/or production units or management systems of the CLIENT stated in the Agreement according to the applicable Documents (as mentioned in this Agreement). Assessment is defined to include: inspection, audits, inventories or surveillance.

ASCP 的标准服务可包括以下全部或任意服务（以下简称“服务”）：根据适用标准文件（如本协议中所提及）对客户的产品、流程、服务、加工和/或生产单位或管理体系进行评审和认证。其中评审包括：检验、审核、盘存或监督。

ASCP will provide the stipulated Services in the Agreement for the certification in accordance with the terms and conditions set out in the Agreement and the Documents (including these terms). The CLIENT acknowledges that any Services provided by ASCP within the limits of the scope of services agreed by both Parties.

ASCP 将根据协议和标准文件的条款及条件（包括这些条款）为认证提供协议中规定的服务。客户承认 ASCP 提供的服务是在双方约定的服务范围之内。

The Services will be supplied in consistent with the level of input and skill of other companies providing similar services under similar circumstances. In the performance of Services under the Agreement. ASCP will, in its own discretion, apply professional personnel having the required skills, experience and competence in order to execute the Services in a an appropriate way.

服务的履行将按照其他公司在类似情况下提供类似服务时的投入和技能水平。ASCP 将自行决定运用的具有必要技能、经验和胜任工作的能力的专业人员来提供服务。

The CLIENT shall take all effort to facilitate ASCP's assessment services as specified in Documents and audit plan. The CLIENT shall undertake to always fulfil the Certification Requirements, including when notified by ASCP about changes, and in particular promises that Products continuously conform to the Standard.

客户应尽一切努力为标准文件和审核计划中规定的 ASCP 评估服务提供便利。客户应承诺始终满足认证要求，包括当 ASCP 告知变更时，特别是承诺产品持续符合标准。

In the performance of the Services on the CLIENT's sites, ASCP individuals shall, take reasonable steps that they shall comply with all health and safety regulation of the CLIENT, provided that the CLIENT makes ASCP individuals aware of the same prior to providing Services and such regulations do not inhibit the correct performance of Services.

在客户的场所履行服务时应采取合理措施，ASCP 人员应确保符合客户的所有卫生和安全规定，但前提是客户在 ASCP 人员开始执行服务之前告知相关规定，且这些规定不妨碍服务的正确执行。

When involvement of a Defined Operator, ASCP will adapt the nature and the scope of its assessments with regard to CLIENT will be adapted accordingly. In any case, the CLIENT is responsible to submit to corrective action plan, and to take the corrective action to non-conformity identified by ASCP, even if a non-conformity of the Defined Operator is found or suspected, if the assessment cannot be conducted with the Defined Operator or at its premises, or if it cannot take the corrective action. Costs and other consequences of the assessments

or corrective action in question will be borne by CLIENT, and it is its responsibility to take action against the Defined Operator involved where appropriate.

当有明确的运营商参与时, ASCP 将对为客户进行的评审的性质和范围做相应调整。在任何情况下, 客户有责任提交整改计划, 并对 ASCP 识别的不符合采取纠正措施, 即使被发现或怀疑的是明确运营商的不符合项, 即使无法对明确运营商评审或在其场所进行审核, 或者它不能采取纠正措施。有关评审或纠正措施的成本和其他后果将由客户承担, 其有责任在适当的情况下对所涉及的明确运营商采取行动。

When involvement of a Undefined Operator occurred, the CLIENT must notify ASCP of this in advance. In such case, CLIENT is fully and solely responsible for compliance satisfaction by the Undefined Operator with the obligations of cooperating assessment and, more generally, all the obligations stipulated in the Documents and Agreement.

当涉及到未明确的运营商时, 客户必须提前通知 ASCP。在这种情况下, 客户对未明确的运营商在配合评审义务以及, 普遍而言, 文件和协议中规定的所有义务的符合性满足程度全权负责。

If so required by the Documents for the purpose of verification, samples for analysis must be made available by the CLIENT and must be placed free of charge at ASCP's disposal. ASCP will not hold any responsibility for the accuracy of the results of such analysis.

如果标准文件要求进行验证, 分析用的样本必须由客户免费提供给 ASCP 并由 ASCP 自行处置。ASCP 对分析结果的准确性不承担任何责任。

ASCP hereby disclaims any representations or warranties, expressed or implied regarding the Services, including any implied warranties arising from course of dealing or course of the performance of the Services. The representations and warranties set forth in this Agreement (including its terms) are the only warranties made by ASCP and shall not be enlarged or diminished without ASCP's prior written consent.

ASCP 特此否认关于服务的任何明示或默示的声明或保证, 包括因交易过程或履行服务过程而产生默示保证。本协议(包括这些条款)中提出的声明和保证是 ASCP 作出的唯一保证, 未经 ASCP 事先书面同意, 不得扩大或减少。

ASCP is neither an insurer nor a guarantor and disclaims all liability in such capacity. CLIENT seeking a guarantee against loss or damages should obtain appropriate insurance.

ASCP 并非保险承包人或担保人, 不承担有关的任何责任。客户要寻求损失或损害赔偿的保证应购买相应的保险。

6.0 Certification Documentation 认证文件

Any Report or Certificate (hereinafter: the 'Certification Documentation') provided by ASCP and the copyright contained therein shall be and remain the property of ASCP and the CLIENT shall not alter or misrepresent the contents of such Certification Documentation. The CLIENT shall be entitled to make copies for its internal purposes only, which shall clearly state that it is a Copy.

ASCP 提供的任何报告或证书(以下简称“认证文件”)以及其中包含的版权均属于 ASCP 的财产, 客户不得更改或歪曲这些报告和证书的内容。客户有权进行复制, 但仅限于内部使用, 且应清楚注明是复印件。

Any Certification Documentation issued to the CLIENT shall be only for the CLIENT's use and benefit.

出具给客户的任何认证文件仅限客户使用。

The CLIENT understands and accepts that reliability on any Certification Documentation issued by ASCP is limited to the facts and representations set out in such Certification Documentation which represent ASCP's findings at the time of the performance of the Services.

客户了解并接受, 对 ASCP 开具的任何认证文件的采信度仅限于认证文件中列出的事实和陈述, 仅代表 ASCP 在履行服务时的调查结果。

The Certification Documentation is remain valid until the date indicated therein, which depends on the date of the initial complete audit, unless the certification is terminated, suspended or withdrawn in accordance with the procedures defined in the Documents and the Certification Process.

除非按照标准文件和认证过程中规定的程序认证被终止、暂停或撤回，否则认证文件在文件中注明的日期之前都是有效的，这取决于首次完整审核的日期。

The CLIENT shall not ever use a certificate granted by ASCP for activities or products for which it was not issued. In case the CLIENT provides copies of the certification documentations to other (third) parties, the documentations shall be reproduce in their entirety or as specified in the Documents.

客户不得将 ASCP 颁发的证书用于其他活动或产品。如果客户向其他（第三）方提供认证文件的复印件，必须进行完整复制或按照文件规定复制。

Any verbal affirmations or Agreements regarding the certification by or with ASCP's personnel, do not bind ASCP in any way. Only upon taking a formally substantiated certification decision by ASCP, the certificate be granted to the CLIENT.

ASCP 人员对认证作出的任何口头确认或者与 ASCP 人员对认证达成的任何口头约定，对 ASCP 不具有任何约束力。只有在 ASCP 正式作出具有真凭实据的认证决定后，才向客户颁发证书。

CLIENT has obligation to inform ASCP about any other certifications and Certification Body relationships that share the same scope as the requested certification standard(s) (e.g. organic cotton for the Global Organic Textile Standard or OCS). By this way misleading use of certificates cab be avoided.

客户有义务将与申请认证的标准（例如：全球有机纺织品标准或 OCS 的有机棉）具有相同范围的任何其他认证和认证机构关系告知 ASCP。通过这种方式，可以避免对证书的误导性使用。

7.0 Confidentiality 保密性

All information which ASCP obtained through performed services is considered to be proprietary information and shall therefore be treated as confidential and it shall not disclose this information to any third party without the prior written consent of the CLIENT, except where required by law or the Documents.

ASCP 通过履行服务获得的所有信息均被视为专有信息，因此应作为机密信息处理，未经客户事先书面同意，ASCP 不得向任何第三方披露该信息，但法律或标准文件要求的除外。

Moreover, all said information, particularly that relating to the Products and the results of assessments and technical and commercial information, shall not be disclosed by ASCP to any employee or consultant or contractor unless they are not bound by a confidentiality Agreement.

此外，除非不受保密协议的约束，否则 ASCP 不得向任何雇员、顾问或分包方披露所有上述信息，特别是与产品、评估结果以及技术和商业信息有关的。

ASCP shall have no obligation with respect to non-disclosure of the above information if such information:

ASCP 不承担对上述信息的保密义务，如果上述信息属于：

- a) is obtained from public domain, in the absence of any misoperation committed within the context of this Agreement;
在本协议范围内未发生任何不当操作的情况下，从公共领域获得的；
- b) is previously known to ASCP;
之前已被 ASCP 所知的；
- c) is received through legal channels from a third party not under obligation of secrecy, without breaching this Agreement;
在不违反本协议的情况下，通过合法渠道从无保密义务的第三方处接收的；
- d) is necessarily disclosed by ASCP which by law or under any regulations or judicial or administrative decision to the local enforcement or foreign judicial or administrative authority, such as the Ministry of Commerce, Finance and Industry, Consumer Association, or the approval or accreditation bodies, etc.;

- 根据法律或任何法规或司法或行政决定，ASCP 必须披露给当地执法部门或外国司法或行政当局，如商务部、财政部和工业部、消费者协会或批准或认可机构等；
- e) is disclosed by ASCP with authorisation of the CLIENT;
经客户授权，ASCP 方可披露的；
 - f) have to be made public by ASCP or the CLIENT in accordance with the provisions of the Certification Requirements.
根据认证要的规定，ASCP 或客户必须公开的。

Unless within the context of performance of the service covered by the Agreement, ASCP shall ensure that any of its employees or consultant or contractor involved in the Service, who may have occasion to hold or obtain any such information, also undertake to protect this confidentiality and not to abuse it for their own gain or for the gain of a third party.

除非在履行协议所涵盖的服务的范围内，ASCP 应确保任何其参与服务的雇员或顾问或承包商，可能机会持有或获得任何此类信息，也进行保护保密和不为了自己的利益而滥用或第三方获得的。

CLIENT shall allow ASCP to exchange information with other accredited certification bodies, authorized accreditation bodies, and Textile Exchange, as part of its ongoing evaluations.

客户应允许 ASCP 与其他认可认证机构、授权认可机构和纺织品交易所交换信息，作为其持续评估的一部分。

CLIENT agrees to receive email communication from Textile Exchange and communicate directly with Textile Exchange in regard to certification and Standards.

客户同意接受纺织品交易所的电子邮件沟通，并直接与纺织品交易所就认证和标准进行沟通。

CLIENT agrees to disclose or allow ASCP to disclose all information about any Textile Exchange Standard certification-related activity with Textile Exchange and/or other certification bodies.

客户同意向或允许 ASCP 向纺织品交易所和/或其他认证机构披露任何纺织品交易所标准认证相关活动的所有信息。

When required by the law and all other times, all the information of CLIENT provided will not be disclosed without consent of the CLIENT. Information about the CLIENT obtained from sources other than the CLIENT (e.g. complainant, regulators) treated as confidential.

在法律要求的情况下以及所有其他时间，所有提供的信息，除非获得客户自己的同意，否则不得披露该信息。从客户以外的其他来源（例如投诉人、监管者）获得的有关客户的信息被视为机密，并被保密处理。

CLIENT shall impose every necessary measure to ensure that all hold or obtained information regarding the method of assessment used by ASCP shall be treated in confidential way. CLIENT shall not disclose any such information to any third party without the prior written consent of ASCP, except where required by law or the Documents.

对所有持有或获得的关于 ASCP 的评估方法的信息，客户应当采取一切必要措施确保对这些做保密处理。除法律规定或标准文件要求外，若无 ASCP 的事先书面同意，客户不得向任何第三方披露任何此类信息。

In order that ASCP may provide services, the CLIENT agrees to supply ASCP with all the necessary information about their facilities/ sites.

为了使 ASCP 能够提供服务，客户同意向 ASCP 提供有关其设施/场地的所有必要信息。

CLIENT allows ASCP to use its logo on their advertising and marketing material.

客户允许 ASCP 在其广告和营销材料上使用其标识。

ASCP publishes list of certificate of conformity issued, suspended, withdrawn. The information includes details like, name, address and scope of the certificate of conformity and certification validity. CLIENT allows ASCP to publish the details in this list.

ASCP 公布颁发、暂停、撤回的合格证书清单。这些信息包括合格证书的名称、地址、范围和认证的有效性等细

节。CLIENT 允许 ASCP 在这个列表中发布详细信息。

The CLIENT shall agree to adhere to the data policy specified in TE-501 Textile Exchange Standards Data Policy and to obtain the same agreement from all sites to be included in the scope of certification.

客户应同意遵守 TE-501 纺织品交易标准数据政策中规定的政策，并从认证范围内的所有站点获得相同的协议。

The CLIENT shall agree to grant scheme owner(Textile Exchange) authority to access its relevant data upon the prerequisite condition on the premise that scheme owner personnel have each signed a confidentiality Agreement and conflict of interest declarations, and both required and used in consistent with the data policy of scheme owner.

在方案所有者（纺织品交易所）签署保密协议和利益冲突声明的前提下，客户应同意授予方案所有者查阅其相关数据的权力，并且两者的要求和使用方式均符合方案所有者的数据政策。

The CLIENT shall inform ASCP if they do not want their certification information to be made public by scheme owners. On this occasion, ASCP will inform scheme owners not to disclose CLIENT's information in their database. The personal data are processed in shared responsibility of ASCP and the scheme owners. CLIENT may withdraw its consent by written notification to ASCP and/or scheme owners at any time. As a result scheme owners are no longer allowed to continue the data processing that was based on this consent in the future.

客户如不希望其认证资料被方案所有者公开，应通知 ASCP。在这种情况下，ASCP 将通知方案所有者不要在其数据库中披露客户的信息。处理个人数据由 ASCP 和方案所有者共同承担。客户可以随时通过书面通知 ASCP 和/或方案所有者撤回其同意。作为结果，以后不再允许方案所有者继续基于此同意所进行的数据处理。

The obligations of confidentiality under this Agreement shall stay in effectiveness for a valid period of Five (5) years as from the termination of the Agreement.

本协议项下的保密义务自本协议终止之日起五（5）年内有效。

8.0 Conformity Marks 符合性标识

The CLIENT is only entitled to use any applicable mark of conformity in accordance with the provisions and requirements of the relevant Documents (including but not limited to the relevant Document regarding the use of Textile Exchange & ASCP marks of conformity).

客户仅有权根据有关文件（包括但不限于有关使用纺织品交易所和 ASCP 合格标识的相关文件）的规定和要求使用适用的符合性标识。

The CLIENT must conform with the applicable Logo Use and Claims Guide, and any other requirements specified by Textile Exchange when referencing its certification or using marks of conformity in communication media such as documents, brochures, or advertising.

在文件、宣传册或广告等传播媒体中引用其认证或使用符合标志时，客户必须遵守纺织品交易所规定的适用的标识使用和所有权指南以及任何其他要求。

ASCP will supply to the CLIENT conformed examples of the mark suitable for use in all printed matter and advertisements with respect to the certified products. The CLIENT agrees that all uses of the Mark, with the exception of those labels provided by ASCP, will be submitted for written approval and must receive written approval prior to the use of the Mark.

ASCP 将向客户提供适合于该认证产品的所有印刷品和广告中使用的商标示例。客户同意，除 ASCP 提供的标签示例外，商标的所有使用都应提交给 ASCP 书面批准，并且在使用商标之前必须获得 ASCP 的书面批准。

CLIENT shall be the non-exclusive licensee using Conformity Marks. The CLIENT shall not delegate or assign the right to use the Mark to any other individual, firm, group or institution.

客户应为使用符合性标识的非排他性持证方。客户不得将商标使用权授予或转让给任何其他个人、公司、团体或

机构。

The CLIENT shall:

客户应:

- a) when it meets the requirements of the Documents, be entitled to use the applicable mark(s) of conformity, on products which have been certified by ASCP and for which it holds a valid product scope certificate;
当其符合文件要求时, 有权在经过 ASCP 认证并且持有有效的产品范围证书的产品上使用适用的合格标识;
- b) refrain from using or referring to any management system certification mark or certificate granted by ASCP in any way that may be interpreted as denoting product conformity;
不得以任何可能被解读为表示产品合格的方式使用或引用 ASCP 颁发的任何管理体系认证标识或证书;
- c) when using a mark of conformity or making reference to the certification granted by ASCP, at all times comply with the requirements imposed by ASCP or as specified in the Documents.
当使用合格标识或引用 ASCP 颁发的证书时, 都必须始终遵守 ASCP 提出的或文件中规定的要求。

Upon receiving notice of suspension or withdrawal of its certification, the CLIENT shall promptly stop using all of communications that contain a reference to certification, as instructed by ASCP, and revise all propaganda materials according to the scope reduced certification. In case the CLIENT has attached a mark directly to the product, the product shall not be marketed with the original mark until appropriate and necessary adjustments have been made.

在收到暂停或撤销认证通知后, 客户应按照 ASCP 的指示, 停止使用包含引用认证的通信, 并在认证范围缩减后相应修改所有宣传材料。如果客户已直接在产品附上标识, 在完成适合且必要的调整前, 产品不得带原标识上市。

The CLIENT must inform ASCP immediately upon becoming aware of any incorrect and/or unauthorised use of a mark of conformity or any misleading or incorrect publications referring to ASCP or the Documents.

在发现任何不正确和/或未经授权地使用合格标识, 或者发现任何误导性或不正确的出版物引用 ASCP 或文件时, 客户必须立即通知 ASCP。

9.0 Fees and Other Charges 费用与其他费用

Based on the services scope, necessary fees has been calculated and listed in Quotation - part of this Agreement. The fees are calculated based on the number of person-days needed to perform the assessment.

根据服务范围, 必要的费用已计算并列于报价单, 作为本协议的一部分。费用是根据进行评估所需的工作天数计算的。

All fees quoted are exclusive of other charges, such as taxes, travel and boarding, sojourn, subsistence, analyses and other certification activities (e.g. administration, certificates, sending certificates by registered mail, etc.).

所有报价不包括其他费用, 如税收、交通和住宿、住宿、逗留、分析和其他认证活动(如行政管理、证书、挂号信发送证书等)。

CLIENT agrees to fully pay to ASCP the fees and other charges mentioned above prior to the initial assessment.

客户同意在初步评估前向 ASCP 全额支付上述费用和其他费用。

Fees for additional visits and fees for consequent additional evaluation and/or assessment time will be invoiced to CLIENT at rates in effect at the time of the visits and/ or activities. These fees are not included in the Quotation for initial assessment.

额外访问的费用和随后的额外评估和/或评估时间的费用将按照访问和/或活动时的实际费用向客户开具发票。这些费用不包括在初步评估的报价单中。

Additional visits will be ASCP finds reasonable and necessary to verify implementation of corrective actions, on receipt of customer complaints, changes / revisions in the certified products, which CLIENT has reported as having an effect on the registration, change in address, scope of the certified products, changes / revision in certified normative standard etc.

在合理且必要时验证纠正措施的实施情况，收到客户的投诉、发生认证产品的变更/修订(客户已报告对认证产品的注册、地址变更、范围有影响、认证标准等的变更/修订等)时，ASCP 将进行额外的访问。

At the year-end, the actual fees incurred by CLIENT will be calculated and the remaining balance will either be charged or refunded to CLIENT, depending on whether this balance is positive or negative.

年终时，客户实际产生的费用将被计算出来，根据余额的正负，余额将向客户收取或退还给客户。

All fees and charges due by CLIENT will be invoiced by ASCP on an annual basis, and are duly paid within Thirty (30) Days after the issuance date of invoice. Failure by CLIENT to pay within this timeframe will result in a delay of the assessment, revoking of the certificate prior to conclusion of the assessment process by ASCP, or may lead to suspension of CLIENT's certificate with immediate effect; such suspension period may remain in place up to and including the expiry date of the certificate.

客户到期应付的所有服务费及其他收费，ASCP 每年结算一次并根据到期的费用金额开具发票。客户应在发票日期三十（30）天内支付相应款项。客户若未能在规定时间内付款，可能会导致评估延期或者在评估 结束前证书被撤销，或者导致客户的证书立即暂停效力；暂停期甚至可能会一直持续到证书有效限期。

In the event that the fees are not paid Two (2) Weeks prior to assessment visit, ASCP may terminate this Agreement with five days' notice and will not be liable for any resulting loss, cost, or expense and the certificate of conformity shall be deemed cancelled.

如果在评审访问前两(2)周费用仍未支付，ASCP 可在提前 5 天通知的情况下终止本协议，且对由此产生的任何损失、成本或费用不承担责任，合格证书应被视为取消。

In case of cancellation of the assessment visit, either by CLIENT or by ASCP, all costs already made in connection with the assessment visit such as but not limited to costs for flight tickets, visa, vaccinations, etc. will be charged to CLIENT.

凡取消评审访问的，无论是客户要求取消还是 ASCP 因未收到款项需要取消的，已经产生的与评估访问有关的全部费用，包括但不限于机票、签证、接种疫苗等费用，将由客户承担。

In the event that all payments are not cleared, Certificate of conformity shall not be issued.

如果所有付款未清付，则不予颁发合格证书。

In addition to the unsettled amounts and interests due to ASCP, ASCP is entitled to claim all costs with respect to the overdue payment, such as collection costs. The minimum collection fee is RMB 26,000.00, and if 15% of the outstanding amount exceeds RMB 26,000.00, 15% of the outstanding amount will be charged.

除未偿还的金额和利息外，ASCP 有权索取与逾期款项相关的所有费用，如追账费用。追账费用最低为 26,000.00（贰万陆仟圆）人民币，如未偿金额的 15% 超过 26,000.00（贰万陆仟圆）人民币，则按照未偿金额的 15% 收取。

* In case CLIENT cancel the audit after the payments done, following procedures apply.

如果付款后客户取消审核，则遵循以下程序。

Cancellation earlier than Thirty (30) Days or more before the planned assessment 计划审核开始日期前的 30 天及以上取消	No charge 不收取费用
Cancellation earlier than Eleven (11) to Thirty (30) Days (including Day 11 and Day 29) before the planned assessment 计划审核开始日期前的 11-29 天内（包含第 11 天和第 29 天）取消	30% of the concerning invoice amount + other actual expense 发票金额的 30%+实际产生的其它费用
Cancellation earlier than Six (6) to Ten (10) Days (including Day	50% of the concerning invoice amount +

6and Day 10) before the planned assessment 计划审核开始日期前的 6-10 天内 (包含第 6 天和第 10 天) 取消	other actual expense 发票金额的 50%+实际产生的其它费用
Cancellation earlier than Five (5) Days or less before the planned assessment 计划审核开始日期前的 5 天及以内取消	80% of the concerning invoice amount + other actual expense 发票金额的 80%+实际产生的其它费用
(On the planned assessment day) The assessment is cancelled due to CLIENT's rejection or auditee's reason (计划审核当天) 客户拒绝审核或受审核方原因导致审核取消	100% of the concerning invoice amount + other actual expense 发票金额的 100%+实际产生的其它费用全 额审核费及实际产生的其它费用

When the assessment is cancelled, necessary expenses will be deducted from paid fees, all remain fees will be refunded to the original bank account.

当审核取消后，从已付费用中扣除必要费用，剩余费用退还原银行账户。

ASCP is not responsible for unforeseen circumstances encountered during the delivery of the service which may require additional time or expense, and could result in our inability to complete the assessment as specified in this Agreement. ASCP reserves the right to pass on to CLIENT additional costs arising from services requested by CLIENT which are not listed in this Agreement.

对于在服务交付过程中遇到的可能需要额外时间或费用，并可能导致我们无法完成本协议规定的评估的不可预见情况，ASCP 概不负责。ASCP 保留向客户提供因客户要求的服务而产生的本协议未列明的额外费用的权利。

10.0 Limitation of Liability 责任限制

ASCP can only be held liable in the event of a breach of its essential obligations as stipulated in the Agreement.

只有在违反其在协议中规定的基本义务的情况下，ASCP 方才承担责任。

Nothing content of the Agreement shall be construed as to exclude or limit the liability of any party for death or personal injury resulting from the wilful intent or gross negligence of said party or any of its officers, employees or agents, or for fraudulent misrepresentation or to any activity not permitted by law.

本协议中的任何内容不应被解释为排除或限制任何一方因该方或其任何高级职员、普通员工或代理人的故意或重大过失而导致的死亡或人身伤害的责任，或进行欺诈性的失实陈述或任何法律不允许的行为的责任。

If any legal action is taken to impose the liability of ASCP, compensation will only be paid for any direct, current, personal, established loss to the exclusion of any indirect loss, according to the provisions of the Chinese Law.

如果采取任何法律行动来追究 ASCP 的责任，根据中国法律规定，赔偿将仅支付任何直接、当前、个人、确定的损失，而不包括任何间接损失。

The maximum Liability amount of ASCP for each claim arising out of this Agreement shall, as necessary, be limited to equivalent of Twenty (20) times the amount payable to ASCP in respect of the product involved in the claim in the year in which the incident giving rise to the claim occurred.

必要时，ASCP 对因本协议而产生的每项索赔的最高赔偿责任金额应限制为导致索赔的事件发生当年就涉及索赔的产品应向 ASCP 支付的费用之二十(20)倍。

The CLIENT understands and undertakes to do all necessary in order to limit as far as possible any loss that may be caused by a fault committed by ASCP.

客户知晓并承诺采取一切必要措施，尽可能限制因 ASCP 所犯错误可能造成的损失。

The CLIENT shall guarantee, hold harmless and indemnify ASCP and its affiliates and its and their officers, employees and Subcontractors against all claims made by any third party for loss, damage or expense of

whatsoever nature and howsoever arising relating to the performance, the purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceed a total aggregate sum equal to Ten (10) times the amount of the payable fee or commission in respect of the services covered by this Agreement.

对于任何第三方因任何服务的履行、声称履行或不履行引起的有关的任何性质和方式的损失、损害或费用提出的所有索赔，与任何一项服务相关的任何索赔的总额超过协议规定的应付服务费或佣金总金额的 10（十）倍，客户应保障 ASCP 及其关联公司以及自身和其关联公司的高级职员、普通员工和分包商免受损害。

Any claim by the CLIENT against ASCP must be made within Sixty (60) days after the CLIENT becomes aware of any circumstances giving rise to any such claim. Failure to lodge claim within Sixty (60) days shall be deemed as a waiver of any such claim.

客户对 ASCP 的任何索赔必须在客户知晓任何引起此类索赔的任何情况后六十（60）日内提出。未在六十（60）日内提出索赔的视为放弃索赔。

As long as involving the Services of this Agreement, the liability clause shall survive the expiration, termination or disappearance of the Agreement for any reason whatsoever.

只要涉及本协议的服务，本责任条款在本协议因任何原因到期、终止或消失后仍然有效。

11.0 Validity 有效期

This Agreement shall enter into effect on the date (Effective Date) it is signed by the CLIENT and returned to ASCP, and shall initially remain in force for a period of 12 months following the date of signature until the Agreement is cancelled.

本协议自客户签署并寄回至 ASCP 之日起生效（即生效日），协议初始有效期直至协议被人为取消为止为签署日期后 12 个月。

This Agreement shall be automatically extended by One (1) year upon the expiration of the Initial Term or any renewal term, unless either Party provides Sixty (60) days prior written notice to the other Party before such expiration of the intention to terminate the Agreement.

除非协议一方在到期日之前提前六十（60）日通知对方终止本协议意向，本协议在初始期限或任何续约期限届满后自动续期一年。

12.0 Termination 终止

In the duration of any stage of assessment process, the Agreement may not be terminated prematurely by either party. Such termination shall not affect (the performance of) any ongoing specified Services, unless expressly otherwise agreed in writing.

在评估过程的任何阶段，任何一方不得提前终止本协议。除非另有书面明确约定，该等终止不应影响(履行)任何正在进行的指定服务。

Before the expiry date of the Certification Document, The certification and the Agreement may be terminated simultaneously by the certified CLIENT at its discretion with no need to provide any reason, by giving a minimum of Three (3) months prior written notice with acknowledgement of receipt.

认证文件到期前，获证客户可按照意愿可以有权同时终止认证和本协议，至少提前三(3)个月发出书面通知并确认收到，无需提供任何理由。

The certification and the Agreement may be terminated simultaneously by ASCP at its discretion with no need to provide any reason, by giving a minimum of Six (6) months' prior written notice with acknowledgement of receipt.

认证和协议可以由 ASCP 自主决定同时终止，这至少需要 6 个月的时间发出书面通知并确认收到，无需提供任何理由。

However, either Party may terminate the Agreement with immediate effect, by giving written notice to the other party during the period of (the performance of) any ongoing service or later than the stipulated time of said advance notice period, on the condition that the other party,

但是, 任何一方均可在(履行)任何正在进行的服务期间或晚于上述规定的提前通知时间以书面通知对方并立即终止本协议, 条件是对方,

- becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise; or
无力偿还债务, 为了债权人的利益进行一般性转让, 遭受或允许为其业务或资产委任接管人, 进入国内或国外破产程序, 或者已经清盘或清算(无论自愿与否); 或
- commits a material breach of its obligations under this Agreement and, if such breach is capable of rectify, the breach is not corrected within Two (2) weeks of written notice of rectification request; or
严重违反其在协议项下的义务, 如果该违约行为能够得到补救, 但在收到书面整改要求通知的两(2)周内不予以补救; 或
- damages the other Party's name, reputation or business in any way;
以任何方式损害对方的名誉、声誉或业务;
- the CLIENT misuses the certifications or marks obtained from ASCP in any way;
客户以任何方式滥用从 ASCP 获得的认证或标识;
- the CLIENT fails to pay any amount it owes to ASCP within One (1) month after the expiration of the payment deadline.
客户未在付款期限届满后一(1)个月内付清拖欠款项。

Upon said termination ways of this Agreement, all or part of the fees will be payable by the CLIENT depending on all the service performed by ASCP up to the termination date.

在本协议的上述终止方式下, 客户将根据 ASCP 在截止终止日期为止所提供的全部服务支付全部或部分费用。

The condition of termination arising from payment is expressly stipulated at Article 9.0.

由付款引起的终止条件在第九条中有所规定。

ASCP also has right to lawfully withdraw the certification and terminate the Agreement simultaneously with immediate effect if the CLIENT does not rectify any violation of its obligations as set out in the terms of the Agreement within Two (2) weeks upon the receipt of ASCP's formal notice on correction. Exception where a formal notice will not be necessary can be in case of inappropriate behaviour of the CLIENT toward ASCP's staff, without affect to any damages that may be claimed by ASCP. In such case, all amounts owed by the CLIENT will be deemed to have been acquired by ASCP, regardless of the service actually performed by ASCP up to the date of termination.

如果客户不在收到 ASCP 关于正式整改通知的两(2)周内纠正任何违反其在合同条款中规定的义务, ASCP 也有权利同时依法撤销认证和解除协议, 且立即生效。如果客户对 ASCP 员工有不当行为, 则无需正式通知, 但不影响 ASCP 可能要求的任何损害赔偿。在这种情况下, 客户所欠的所有款项将被视为已由 ASCP 获得, 无论在终止日期之前 ASCP 实际执行的服务是什么。

For the avoidance of doubts, it is specified that the termination of the Agreement for any reason whatsoever entails the end of validity of the certification and the Certification Document.

为避免疑义, 本协议规定, 无论出于何种原因终止协议, 都意味着认证和认证文件的有效性终止。

ASCP reserves the right to refuse the commitment of a CLIENT or a third party for legitimate, non-discriminatory reason, in particular in the event of an existing dispute on the payment of a preceding service.

ASCP 保留以合法、非歧视的理由拒绝客户或第三方承诺的权利, 特别是在先前服务的付款存在争议的情况下。

13.0 Post-termination 终止后

The CLIENT shall promptly discontinue the use of the marks, withdraw these indications and/or certificates, and shall inform ASCP about this, and simultaneously return the issued unexpired Certification Documentations by registered mail.

客户应立即停止使用标识，撤回标识和/或证书，并通知 ASCP，与此同时通过挂号邮件归还已签发的未到期的证书文件。

All rights of the CLIENT resulting from the Agreement shall terminate with immediate effect, including any rights to have units and/or products inspected and/or certified.

客户在协议项下的所有权利应立即终止，包括拥有经检验和/或认证的单元和/或产品的任何权利。

ASCP shall bear no obliged to refund the fee which has already been paid by the CLIENT.

ASCP 无义务退还客户已经支付的费用。

ASCP shall be obliged to maintain confidentiality regarding the Information to the extent possible, except to the extent it must disclose such Information as required by law or by the terms of the Documents.

ASCP 有义务尽可能继续对机密信息保密，但法律规定或文件条款要求必须披露信息的除外；

Any term that is intended to survive termination of the Agreement will survive expiration or termination of the Agreement.

任何旨在协议终止后继续有效的条款在协议到期或终止后仍然有效。

14.0 Transfer 转让

Except with the prior written consent of ASCP, the rights and obligations of this Agreement are not assignable by the CLIENT, whether in conjunction with the sale or transfer of the whole or any part of the CLIENT 's business. Without the consent of the ASCP, any attempt of CLIENT to assign any of its rights or to delegate the obligations under the Agreement is VOID.

除 ASCP 事先书面同意外，该协议的权利和义务不能由客户转让，无论客户是否出售或转让其经营的全部或任何部分业务，客户均不得转让本协议的权利和义务。未经 ASCP 同意，客户擅自转让其在协议项下的权利或委派他人履行其义务的，均为无效。

15.0 Appeal and Complaint 申诉和投诉

The Certification Process contains provisions for Appeals and Complaints against ASCP decisions, which should be used before any Appeals are lodged with the courts.

认证过程包含了针对 ASCP 决定的申诉和投诉条款，在向法院提出任何上诉之前都应该使用这些条款。

The CLIENT shall keep records of and report to ASCP any Appeals and Complaints regarding those aspects of the products or management system covered by the Agreement.

客户应保留针对协议涵盖的产品或管理体系方面的任何申诉和投诉的记录，并向 ASCP 报告。

Moreover, the CLIENT shall take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and keep records of rectificatory action.

此外，客户应就上述投诉和产品中发现的任何影响认证要求符合的缺陷采取适当措施，并保存纠正措施的记录。

16.0 Dispute 争议

The Parties shall endeavour to settle amicably any conflicts arising from or relating to the Agreement. Any Dispute arising from the Agreement which cannot be settled out of court shall be subject to the jurisdiction of the People's Court of China.

双方应努力以友好方式解决由协议引起的或与协议有关的任何冲突。因本协议引起的任何争议,如不能庭外解决,由人民法院管辖。

The Agreement between the CLIENT and ASCP shall be governed, construed, and enforced in accordance with the laws of the China, without regard to its conflict of laws rules.

客户与 ASCP 之间的协议受中国法律管辖,应根据中国法律进行解释和执行,不受其冲突法规则的约束。

ASCP shall be released from all liability, damage or expenses unless suit is brought within Six (6) months after the date of initiating performance by ASCP of the Service, or in the event of any alleged non-performance by ASCP of the Service within Six (6) months of the date when such service should have been completed.

ASCP 将免除所有责任、损害或费用,除非在 ASCP 开始履行服务之日起六(6)个月内提起诉讼,或者在 ASCP 应该完成服务之日起六(6)个月内被指称不履行服务。

17.0 Force Majeure 不可抗力

Neither Party shall be held liable to the other Party if it is prevented from performing its obligations under the Agreement, insofar as their execution is delayed, hindered or prevented by a fortuitous event or Force Majeure, including but not limited to:

如果任何一方因意外事件或不可抗力而延迟、阻碍或阻止其履行本协议项下义务,则该方不向另一方承担责任,意外或不可抗力包括但不限于以下情况:

- act of God (including, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
天灾(包括但不限于火灾、爆炸、地震、干旱、浪潮和洪水);
- riot, (civil) war, hostilities (whether war be declared or not), invasion, act of terrorism, mobilisation, requisition, piracy, rebellion, revolution, insurrection of military or usurped power;
暴动、(内战)战争、敌对行动(无论是否宣战)、入侵、恐怖主义行为、动员、征用、海盗、叛乱、革命、军队叛乱或篡权;
- epidemics;
流行病(疫病);
- maritime or aviation disasters;
海上灾难(海难)或航空灾难(空难);
- any nationwide or region-wide strikes, lockouts or other labour difficulties and shortage;
全国性或地域性范围内的罢工、停工或其他劳动力困难和短缺;
- shortage of or inability to obtain transportation;
缺乏或无法获得运输;
- any government requisition, control or intervention, requirement or interference;
任何政府征用、控制或干预,要求或干涉;
- failures of utilities companies (such as: providers of telecommunication, internet, gas or electricity services).
公用事业公司倒闭(如:电信、互联网、燃气或电力服务提供商)。

The Party affected by such circumstances shall notify the other by any means as soon as possible, the Agreement and the certification being suspended until the disappearance of the impediment. In case of Force Majeure event persists for more than Sixty (60) days after the date of occurrence, each party shall be entitled to terminate the certification and the Agreement with immediate effect by sending the other party a letter with acknowledgment of receipt.

受这种情况影响的一方应尽快以任何方式通知另一方,暂停协议和认证,直至障碍消失。如果不可抗力事件自发生之日起持续超过六十(60)天,每一方都有权立即向另一方发送一封确认收到的信件,终止认证和协议。

The Party affected by such circumstances shall use all reasonable endeavours to avoid or mitigate the effects of the Force Majeure event and continue to perform or resume performance of its affected obligations as soon as reasonably possible.

受上述情况影响的一方应尽一切合理努力避免或减轻不可抗力事件的影响，并尽快继续履行或恢复履行其受影响的义务。

The CLIENT can make a substantiated reference to Force Majeure. The CLIENT is entitled to express substantiated objections against the presence of individual in the assessment, in which case ASCP shall make every reasonable effort to replace the protested individual.

客户在有事实证明的情况下可提出不可抗力。客户有权对进行评估的个人表达有事实根据的异议，在这种情况下，ASCP 应尽合理之努力更换被提出抗议的人员。

18.0 Waiver 不弃权

Except as otherwise provided in the Agreement, failure by either Party to exercise, or any delay in exercising, any of its rights or remedies provided under this the Agreement (including these Terms and Conditions) or provided by the applicable laws shall not constitute a waiver of its rights or remedies or any other rights or remedies, nor shall it preclude or restrict any further exercise of its (other) rights or remedies.

除协议另有规定，协议一方未能行使或延迟行使协议项下（包括这些条款和条件）或适用法律规定的任何权利或补救措施，均不构成放弃其权利或补救措施或任何其他权利或补救措施，也不妨碍或限制进一步行使其（其他）权利或补救措施。

Terms and Definitions

Application 申请	The formal request made by the user for certification and all information submitted by the user prior to certification that is relevant to their operation and the certification requested, including any legal declaration made 用户提出的正式认证要求，以及用户在认证前提交的与其运作有关的所有资料和所要求的认证，包括作出的任何法律声明
Certification Document 认证文件	The document(s) issued to the CLIENT certifying the conformity of the Products to the Standard, possibly through ASCP's website 发给客户的证明产品符合标准的文件，可能通过 ASCP 的网站
Certification Requirements 认证要求	The requirements settled in the Agreement and the Standard, to be fulfilled by the CLIENT for the obtaining and maintaining of the certification 客户为获得和维持认证而应满足协议和标准中规定的要求
CLIENT 客户	A natural person or legal entity committed to ASCP for the performance of the service covered by the Agreement 向 ASCP 承诺履行本协议所涵盖服务的自然人或法人实体
Defined Operator 明确的运营商	One or more Operators who have signed a contract with the CLIENT such as subcontractors or handlers, involved in the development, manufacturing or distribution process of the Products and personally committed to ASCP for the service covered by the Agreement 与客户签订合同的一个或多个运营商，如分包商或加工者，参与产品的开发、制造或分销过程，并个人承诺向 ASCP 提供本协议所涵盖的服务
Licensee 持证方	Party that get permission granted by ASCP to market their products, enterprises, services and/or sites in association with the certification standards, depending on compliance with the terms of the Agreement and the validity period of corresponding certificate 根据本合同条款的符合性和相应证书的有效期限，获得 ASCP 许可进行市场推广与其认证标准相关的产品、企业、服务和/或场所的一方
Undefined Operator 未明确的运营商	one or more Operators who have signed a contract with the CLIENT, such as subcontractors or handlers, involved in the development, manufacturing or distribution process of the Products and who are not personally committed to ASCP for the service

	covered by the Agreement 与客户签订合同的一个或多个运营商，如分包商或加工者，参与产品的开发、制造或分销过程，且个人未就本协议所涵盖的服务承诺 ASCP
Product	product(s) submitted by the CLIENT during the life of the Agreement for certification of conformity to the Standard by ASCP
Scope Certificate 范围证书	a certificate registering issue of a licence on the terms of this Agreement and confirming the qualifying standards to which the user's products, enterprises, services and/or sites are certified, and listing those products, enterprises, services and/or sites, issued by ASCP to the user after being approved for certification;根据本合同条款登记签发许可证的证明书，以及确认用户的产品、企业、服务和/或场地获得认证的资格标准，并列出 ASCP 在获得认证批准后向用户发出的产品、企业、服务和/或场地;
Site 场所	CLIENT's main premises/ head office as shown and additionally any other address specified in the application and/or on the certificate 在申请书和/或证明书上显示的客户的主要营业场所/总部，以及注明的任何其他地址