

I. General Certification Conditions (GCC) for System Certification

I. 体系认证的认证通用条款

<p>1 Scope</p> <p>1.1 These GCC apply for all contractual relationships between the customer and DEKRA Certification GmbH for services provided by DEKRA Certification GmbH in particular in connection with the assessment of (management) systems and services and/or certification by DEKRA CERTIFICATION GMBH.</p> <p>1.2 In addition, the special terms and conditions of certification applicable to specific products shall apply.</p>	<p>1 适用范围</p> <p>1.1 本认证通用条款适用于所有在客户与德凯认证有限公司 (DEKRA Certification GmbH)所签订的由德凯认证有限公司提供服务所涉及的关系, 尤其那些由德凯认证有限公司体系及服务评价, 和 (或) 认证相关评价的合同关系。</p> <p>1.2 此外, 特定产品, 适用的特殊认证条件同样有效。</p>
<p>2 Definitions</p> <p>2.1 An “accreditation body” is understood in the following to be the Deutsche Akkreditierungsstelle (DAkkS – German Accreditation Body), which has accredited DEKRA CERTIFICATION GMBH to perform certification processes on the basis of standards, regulations or contracts for certifying customers.</p> <p>2.2 “System providers, scheme owners or notified bodies” are understood to be, among others, the Zentralstelle der Länder für Sicherheitstechnik (ZLS – Central Authority of the Länder for Safety Technology), the Zentralstelle der Länder für Gesundheitsschutz bei Arzneimitteln und Medizinprodukten (ZLG – Central Authority of the Länder for Health Protection with regard to Medicinal Products and Medical Devices), the Verband akkreditierter Zertifizierungsgesellschaften e.V. (VAZ – Association of Accredited Certification Bodies) and also the Kraftfahrt-Bundesamt (KBA – Federal Motor Transport Authority) as a notified body. For reasons of simplification, system providers, scheme owners or notified bodies are not listed separately again in the following but are treated equally as “accreditation bodies”.</p> <p>2.3 The term “audit” is used in the following to describe all types of audits of the relevant standards, such as initial certification audits, surveillance audits, recertification audits, post-audits, improvement controls, additional audits, audits for specific reasons, repeat examinations, repeat audits, supplementary audits, controls, follow-up checks, inspections, witness audits and special audits.</p> <p>2.4 A DEKRA seal is a seal issued to the customer based on the sample provided in the annex to these GCC.</p> <p>2.5 The term “certificate” is used in these T&Cs to refer to certificates, confirmations and similar attestations issued by DEKRA CERTIFICATION GMBH.</p> <p>2.6 “Certification requirements” comprise any and all laws, standards, directives, regulations, rules, rulebooks and other legislative specifications or specifications of an accreditation body based on which DEKRA CERTIFICATION GMBH tests, audits, and/or certifies the customer.</p> <p>2.7 “Certification decision” is the decision concerning certification, including decisions on issuing, refusing or maintaining the certification, extending or reducing the scope of the certification, renewing the certification, suspending the certification or restoring it after it has been suspended or revoking the certification.</p> <p>2.8 The “certification process” refers to the process described in section 4.</p> <p>2.9 A “complaint” is an expression of dissatisfaction from an interested party that expects a response. A “complaint” about the customer is an allegation by a third party that the customer had failed to comply with the certification process, the certification requirements or the terms and conditions of use of certificates, seals or other objects of use and that is sufficiently specific that the facts can be determined.</p> <p>2.10 An “appeal” refers to the request of a party to review the certification or approval decision already made by DEKRA CERTIFICATION GMBH.</p> <p>2.11 The term “document” is understood to be information including the medium in which the information is presented. It includes: records, specifications, process documents, drawings, reports and standards. The medium does not have to be paper, but can also consist of an electronic or photographic variant or a combination thereof.</p>	<p>2 定义</p> <p>2.1 “认可机构”在下文中被理解为德国认证机构 (DAkkS), 该机构已授权 DEKRA根据标准、法规或客户认证合同执行认证流程。</p> <p>2.2 “系统提供者、计划所有者或公告机构”被理解为, 其中包括, 联邦安全技术中央管理局 (ZLS)、联邦安全技术和医疗器械中央管理局 (ZLG)、联邦认证机构协会 (VAZ) 以及联邦汽车运输管理局 (KBA) 作为公告机构。出于简化原因, 系统提供者、计划所有者或公告机构在下文中不再单独列出, 而是被同视为“认可机构”。</p> <p>2.3 “审核”一词用于描述相关标准的所有类型的审核, 如初次认证审核、监督审核、再认证审核、跟踪审核、改进控制、追加审核、特定原因审核、重复检查、重复审核、补充审核、控制、后续检查、检查、见证审核和特殊审核</p> <p>2.4 DEKRA Seal是授予给客户的标签, 在本认证通用条款的附件中提供了其设计版式。</p> <p>2.5 “证书”是指在本认证通用条款中, 基于认证、确认和类似证明目的, 由 DEKRA CERTIFICATION GMBH签发的证明文件。</p> <p>2.6 “认证要求”是指 DEKRA CERTIFICATION GMBH在测试、审核和/或认证中所依据的, 任何由立法者或认可机构颁布的所有法律、标准、指令、法规、规章、规则手册及其它规范。</p> <p>2.7 “认证决定”是指认证的决定, 包括颁发、拒绝或维持认证、扩大或缩小认证范围、换发、暂停认证或在暂停或撤销认证后恢复认证的决定。</p> <p>2.8 “认证过程”是指第4章节中描述的过程。</p> <p>2.9 “投诉”是指利益相关方表达不满, 期望得到回应。关于客户的“投诉”是指第三方指控客户未能遵守认证程序、认证要求或证书、印章或其他使用对象的使用条款和条件, 并且投诉内容足够具体, 可以确定事实。</p> <p>2.10 “上诉”是指一方要求审查 DEKRA CERTIFICATION GMBH已经作出的认证或批准决定。</p> <p>2.11 术语“文档”被理解为包括呈现信息的媒介在内的信息。它包括: 记录、规范、工艺文件、图纸、报告和标准。介质不必是纸张, 也可以由电子或多种影像或其组合组成。</p>
<p>3 Audits</p> <p>3.1 Use of auditors</p> <p>3.2 DEKRA CERTIFICATION GMBH is entitled to use both internal and external auditors and experts to perform the audit services.</p> <p>3.3 The customer is entitled to object to an auditor used by DEKRA CERTIFICATION GMBH only if the customer has legitimate doubts about the person assigned by</p>	<p>3 审核</p> <p>3.1 审核员的使用</p> <p>3.1.1 DEKRA CERTIFICATION GMBH有权使用内部或外部审核员和专家, 以提供审核服务。</p> <p>3.1.2 客户只有对 DEKRA CERTIFICATION GMBH委派的审核员有合法性怀疑时, 客户才有权拒绝 DEKRA</p>

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<p>DEKRA CERTIFICATION GMBH. Legitimate doubts relate to the impartiality required from the auditor or other serious grounds that suggest an audit cannot be practicably conducted. In such a case, DEKRA CERTIFICATION GMBH will examine the doubts concerning the practicability of the certification process that the customer has expressed and inform the customer in writing of the result.</p> <p>3.4 In the event that an auditor withdraws immediately before or during the audit, DEKRA CERTIFICATION GMBH will appoint a substitute within a reasonable period. Section 3.1.2 applies accordingly if objections to this substitute are raised.</p>	<p>CERTIFICATION GMBH 使用的审核员。合法怀疑涉及审核员要求的公正性或其他表明审核无法实际进行的严重理由。在此情况下，DEKRA CERTIFICATION GMBH 将检查客户对认证过程可行性的怀疑，并将结果书面通知客户。</p> <p>3.1.3 如果在审核前或审核中有审核员退出，DEKRA CERTIFICATION GMBH将在合理的时间内委派合适的审核员，针对此替换而产生的拒绝，则适用第3.1.2节。</p>
<p>3.5 Audit dates and deadlines</p> <p>3.5.1 The customer can indicate dates for the execution of the audit and this will be considered by DEKRA CERTIFICATION GMBH against the background of capacities and practicability. Dates requested by the customer are not binding and do not have to be agreed to by DEKRA CERTIFICATION GMBH. DEKRA CERTIFICATION GMBH and the customer will agree binding dates in good time before the planned audit.</p> <p>3.5.2 Audits must normally be performed in full within certain deadlines. DEKRA CERTIFICATION GMBH will inform the customer of the deadlines within which audits need to be performed. The customer has the following obligations to cooperate in connection with these deadlines:</p> <p>3.5.2.1 To schedule a date, the customer will contact DEKRA CERTIFICATION GMBH and agree a date in such good time that DEKRA CERTIFICATION GMBH can complete the audit within the deadline.</p> <p>3.5.2.2 The customer will allow any audit after that has been commenced to be performed in full. If the customer cancels an audit that has been commenced or if DEKRA CERTIFICATION GMBH cancels an audit that has been commenced and this cancellation is attributable to a reason within the customer's control, the audit is deemed not to have been performed.</p> <p>3.5.3 If the customer fails to cooperate in the performance of the agreement or in ensuring the audit dates can be met and if an audit cannot be performed or cannot be performed in due time as a result, DEKRA CERTIFICATION GMBH is entitled to terminate the contract with the customer without notice. Further claims for damages and other claims are not affected. If a certificate and/or a DEKRA seal has been issued, DEKRA CERTIFICATION GMBH is furthermore entitled to suspend or revoke the certificate or the DEKRA seal in accordance with the more detailed provisions in section 7.10.</p> <p>3.5.4 In the event that serious incidents occur at the location or in the territory in which DEKRA CERTIFICATION GMBH is scheduled to perform audit, such as in particular force majeure, unrest, war or terrorist attacks or if travel warnings have been issued for the territory by the Government, DEKRA CERTIFICATION GMBH is released from its obligations to perform audits for the duration of the disruption and in the scope of its impact, even if it should default as a result. The parties to the contract are required to inform each other of such obstacles and to adjust their obligations to the changed circumstances in good faith.</p>	<p>3.2 审核日期与最终期限</p> <p>3.2.1 客户可以提出期望执行审核的日期，DEKRA CERTIFICATION GMBH将检查该日期是否有能力及其可行性。客户提出的期望日期不具有约束性，DEKRA CERTIFICATION GMBH和客户将在计划审核之前及时商定具有约束力的日期。</p> <p>3.2.2 通常情况下，审核必须在确定的截止日期内完整地执行。DEKRA CERTIFICATION GMBH将通知客户需要进行审核的截止日期。与这些最终期限相关联，客户有下述合作的义务：</p> <p>3.2.2.1 为了安排日期，客户应及时联系DEKRA CERTIFICATION GMBH约定审核日期以便于DEKRA CERTIFICATION GMBH能在最终期限之前完成审核。</p> <p>3.2.2.2 在审核开始后，客户应允许DEKRA CERTIFICATION GMBH完整地执行审核。如果客户取消了已经开始的审核，或者DEKRA CERTIFICATION GMBH取消了已经开始的审核并且是由于客户控制范围内的原因所造成的，则审核被认为未执行。</p> <p>3.2.2.3 如果客户未能配合履行合同或者未能就审核安排予以配合，且因此导致审核不能予以执行或者不能及时执行，那么DEKRA CERTIFICATION GMBH有权终止与客户的合同，不再另行通知。而且保留其他的赔偿与索赔权利。如果已颁发证书和/或DEKRA Seal，DEKRA CERTIFICATION GMBH也同样有依据第7.10节中更详细的规定暂停或撤销证书或DEKRA Seal的权利。</p> <p>3.2.2.4 如果在DEKRA CERTIFICATION GMBH执行审核的现场或区域发生严重的事件，特别是不可抗力、动乱、战争或恐怖袭击或者政府已对该地区发出旅行警告，DEKRA CERTIFICATION GMBH将在此期间获得豁免其提供审核服务的义务，即使因此违约。合同双方有义务针对此类事件互相通知对方，并秉持诚信善意的原则，针对变化后的情境调整各自的义务。</p>
<p>4 The certification process</p> <p>4.1 Process sequence</p> <p>4.1.1 The certification process is divided into an initial certification audit for the initial issuance of the certificate or a recertification audit / new audit for the repeat issuance of the certificate and regular surveillance audits based on the standard used. The customer undertakes to cooperate in all areas that are involved in the certification process.</p> <p>4.1.2 If DEKRA CERTIFICATION GMBH identifies non-conformities in the course of an audit and these are not remedied in time by the customer as ordered by DEKRA CERTIFICATION GMBH, DEKRA CERTIFICATION GMBH is entitled to terminate the contract without notice. Only the customer can submit suitable corrective actions to DEKRA CERTIFICATION GMBH, which then decides on their suitability. Further claims for damages and other claims are not affected. If a certificate and/or a DEKRA seal has been issued, DEKRA CERTIFICATION GMBH is furthermore entitled to suspend or revoke the certificate or the DEKRA seal in accordance with the more detailed provisions in section 7.10.</p>	<p>4 认证过程结构</p> <p>4.1 过程结构</p> <p>4.1.1 认证过程分为首次颁发证书的初次认证审核或再次颁发证书的再认证审核/新审核，以及基于所用标准的定期监督审核。客户承诺在认证过程中涉及的所有范围进行合作。</p> <p>4.1.2 如果DEKRA CERTIFICATION GMBH在审核过程中发现了缺陷，并且客户没有按照DEKRA CERTIFICATION GMBH的要求及时解决，DEKRA CERTIFICATION GMBH有权终止合同，不再另行通知。只有客户提交了适当的纠正措施，并由DEKRA CERTIFICATION GMBH决定该措施适用。其他赔偿和索赔条款将不受影响。如果已颁发证书和/或DEKRA Seal，DEKRA CERTIFICATION GMBH有权根据第7.10节中更详细的规定暂停或撤销证书或DEKRA Seal。</p>

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<p>4.2 Initial certification audits</p> <p>4.2.1 Unless otherwise stipulated in the contract, the initial certification audit is carried out in two stages: a readiness analysis including a document review ("phase 1") and the on-site audit at the customer's location(s) ("phase 2"). The report on the audit is produced after phase 2 has been completed. Changes to the planning of phase 2 may be necessary based on the results of phase 1, for example to the audit duration, the composition of the audit team or the date of the audit. If necessary, it can also be ordered that phase 1 has to be conducted again in full or in part for a fee. Phase 1 of the audit is also generally performed on site at the customer's location(s).</p> <p>4.2.2 Unless otherwise agreed, no more than 6 months may pass between the end of phase 1 and the beginning of phase 2. If it is not possible to comply with this deadline of 6 months for reasons within the customer's control, the customer is required to arrange to have phase 1 conducted again for a fee. The customer will receive a separate offer for this.</p> <p>4.2.3 The implementation by the customer of any necessary corrections and corrective measures must have been verified by DEKRA CERTIFICATION GMBH 6 months after the last day of phase 2. If it is not possible to comply with this deadline of 6 months for reasons within the customer's control, the customer is required to arrange to have phase 2 conducted again for a fee. The customer will receive a separate offer for this.</p> <p>4.2.4 The initial certification audit must be commenced within one year of entering into the contract.</p>	<p>4.2 首次审核</p> <p>4.2.1 除非在合同中另有规定，通常首次认证审核分为两个阶段实施，即包含文件审核的准备状态分析（“第一阶段”）和在客户所在地进行的现场审核（“第二阶段”）。审核报告在第二阶段后编制。第一阶段审核的结果，可能会导致对第二阶段计划的必要变化，例如审核人天时间，审核团队的组成或审核日期。如有必要，可以在收费的条件下全部或者部分地重复实施第一阶段审核。第一阶段审核通常也在客户所在地的现场进行。</p> <p>4.2.2 除非另有约定，否则第一阶段结束到第二阶段开始，最多间隔不能超过6个月。如果由于客户控制范围内的原因不能遵守6个月的期限，客户需要安排再次进行第一阶段，并收取费用。客户会收到一份单独的报价。</p> <p>4.2.3 自第二阶段审核最后一天起，客户应在6个月内采取必要的纠正和纠正措施，并得到DEKRA CERTIFICATION GMBH 验证。如果由于客户控制范围内的原因不能遵守6个月的期限要求，客户需要安排再次进行第二阶段，并收取费用。客户将收到一份单独的报价。</p> <p>4.2.4 初次认证审核必须在认证合同签订后一年之内启动。</p>
<p>4.3 Surveillance audits</p> <p>The customer is required during the validity of the certificate and in accordance with the contract and the regulations stipulated by the accreditation body or by law to arrange for DEKRA CERTIFICATION GMBH to perform surveillance audits within the prescribed period of time. The date of the first surveillance audit that follows initial certification may not be more than 12 months after the date of the certification decision.</p>	<p>4.3 监督审核</p> <p>在认证证书有效期内，客户有义务，根据合同和认可机构的规则或法律的要求，安排由DEKRA CERTIFICATION GMBH在规定的期限内实施监督审核。首次认证后的第一次监督审核日期不得超过认证决定日期后的12个月。</p>
<p>4.4 Recertification process</p> <p>A recertification process to extend the certificate must be performed in accordance with the more detailed provisions of the contract and generally after 3 or 5 years. The recertification audit follows the same the process as the initial certification audit.</p>	<p>4.4 再认证过程</p> <p>根据合同中约定的更详细的内容，通常在3年或5年后，应实施一次再认证过程以延续证书。再认证过程与初次认证过程相同。</p>
<p>4.5 Non-conformities, post-audit / improvement control and additional audit</p> <p>4.5.1 If defects, e.g. non-conformities, are identified during the audits or if DEKRA CERTIFICATION GMBH receives information about a complaint that relates to the customer, DEKRA CERTIFICATION GMBH can decide at its own discretion to process the complaint without an audit on site or to conduct a post-audit or an improvement control. The prices in our approved price list or the daily rate of the current year shall apply here.</p> <p>4.5.2 DEKRA CERTIFICATION GMBH can order additional audits, including audits at short notice or unannounced audits. It can do this in particular if DEKRA CERTIFICATION GMBH becomes aware of grounds for possibly revoking the certificate, in order to investigate complaints for which the customer must take all necessary precautions and also when standards, directives or agreements on which the certification is based are amended. DEKRA CERTIFICATION GMBH will submit a separate offer for the additional audit.</p> <p>4.5.3 Post-up audits, improvement controls and additional audits must be performed within the deadline specified by DEKRA CERTIFICATION GMBH.</p>	<p>4.5 不符合，跟踪审核/改进控制和附加审核</p> <p>4.5.1 如在审核过程中有缺陷，如开具了不符合，或者DEKRA CERTIFICATION GMBH收到了关于该顾客的投诉信息，DEKRA CERTIFICATION GMBH 可以自行决定在不进行现场审核的情况下处理投诉，或者进行跟踪审核或改进控制。应依据我们批准的价格表中的价格或当年价格。</p> <p>4.5.2 DEKRA CERTIFICATION GMBH 可以直接实施附加审核，包括临时通知审核或不通知审核。特别是在DEKRA CERTIFICATION GMBH意识到可能导致撤销证书，这些审核是为了调查投诉，对此客户必须采取所有必要的措施，尤其当认证所依据的标准、指令或合同被修改时。DEKRA CERTIFICATION GMBH 将为此类附加审核提交单独报价。</p> <p>4.5.3 跟踪审核、改进控制和附加审核必须在 DEKRA CERTIFICATION GMBH 规定的期限内实施。</p>
<p>4.6 Witness audit</p> <p>4.6.1 The customer of DEKRA CERTIFICATION GMBH shall allow employees or authorized representatives of DAKkS to perform witness audits at all business premises of the customer.</p> <p>4.6.2 The DAKkS employees or authorized representatives who perform the witness audit are selected by DAKkS. The customer is required to facilitate the participation of the employees or authorized representative posted by DAKkS. The customer has no right to object.</p> <p>4.6.3 The customer undertakes to ensure that it is possible to conduct witness audits of this kind at the customer's manufacturers and subcontractors.</p>	<p>4.6 见证审核</p> <p>4.6.1 客户应允许DEKRA CERTIFICATION GMBH的认可机构的员工或授权代表，在客户运营场所，执行见证审核。</p> <p>4.6.2 执行见证审核的认可机构员工或授权代表由认可机构选择。客户需要为认可机构派驻的员工或授权代表的参与提供便利。客户无权反对。</p> <p>4.6.3 客户承诺确保可以在客户的制造商和分包商处进行此类见证审核。</p>

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<p>4.7 Certification decision</p> <p>4.7.1 DEKRA CERTIFICATION GMBH has the sole right to issue the certification decision. DEKRA CERTIFICATION GMBH issues the certification decision after the initial certification audit, the recertification audit or the surveillance audit or additional audits have been duly performed. DEKRA CERTIFICATION GMBH makes the certification decision at its own discretion within the scope of the applicable standards and regulations and on the basis of the information and documents received in the course of the audit.</p> <p>4.7.2 If the certification decision is positive, the customer will receive a certificate and, if applicable, a DEKRA seal (only if explicitly stipulated in the contract) in accordance with the more detailed provisions of the contract and information on how to maintain the certification.</p> <p>4.7.3 If the certification decision is negative, the customer will not receive a certificate, because it does not fulfill all the requirements for the certificate to be issued. The customer will be informed accordingly. In this case, both parties are entitled to terminate the contract without notice. Further claims for damages and other claims are not affected. DEKRA CERTIFICATION GMBH is furthermore entitled to suspend or withdraw the certificate or the DEKRA seal in accordance with the more detailed provisions of section 7.10.</p> <p>4.7.4 DEKRA CERTIFICATION GMBH has the right to refuse certification and rescind the contract if circumstances come to light before or during the certification process that preclude certification or it is unreasonable for DEKRA to continue the business relationship (e.g. if the customer or its executive employees commits or commit a breach of moral or ethical standards or an infringement of the law that calls into question the reliability of the company). DEKRA shall decide whether it is unreasonable to continue the contractual relationship at its own discretion within the meaning of Section 315 of the Bürgerliches Gesetzbuch (BGB – German Civil Code). In the event of rescission on the above grounds, the services performed until the contract is rescinded shall be remunerated pro rata if applicable.</p>	<p>4.7 认证决定</p> <p>4.7.1 DEKRA CERTIFICATION GMBH唯一有权做出认证决定。DEKRA CERTIFICATION GMBH在正式执行初次认证审核、再认证审核、监督审核或其他审核后发布认证决定。DEKRA CERTIFICATION GMBH在适用标准和法规的范围内，基于审核过程中获取的信息和文件，独立做出认证决定。</p> <p>4.7.2 如果认证决定是肯定的，根据合同的更详细内容和如何保持认证的信息，客户会收到证书，并在适用的情况下获得DEKRA Seal（只有在合同中明确约定时）。</p> <p>4.7.3 如果认证决定是否定的，客户将不会收到证书，因为它不符合颁发证书的所有要求。客户将得到相应的通知。在这种情况下，双方均有权终止合同，不再另行通知。其他赔偿及其他索赔不受影响。DEKRA CERTIFICATION GMBH亦有权根据第7.10节的更详细规定暂停或撤销证书或DEKRA Seal。</p> <p>4.7.4 如果在认证过程开始前或过程中发现存在妨碍认证的情况或者不能接受继续合同关系的情况（例如，如果客户或其高管员工违反道德或伦理标准或违反法律，导致对组织可靠性的质疑），DEKRA CERTIFICATION GMBH保留拒绝认证和撤销合同的权利。DEKRA CERTIFICATION GMBH将根据法规要求自行决定保持合同关系是否不可接受。如果由此原因导致认证合同被撤销，对在此时间节点之前已经提供的服务仍需支付合适比例的费用。（如适用）。</p>
<p>5 Complaints about the customer or about DEKRA CERTIFICATION GMBH</p> <p>If DEKRA CERTIFICATION GMBH receives information about a complaint, DEKRA CERTIFICATION GMBH can decide at its own discretion to process the complaint without an audit on site, a post-audit or an improvement control. The prices in our approved price list or the daily rate of the current year shall apply here.</p> <p>5.1 Complaints about the customer at DEKRA CERTIFICATION GMBH</p> <p>Any party is entitled to the option of lodging a complaint about the customer with DEKRA CERTIFICATION GMBH. The complaint shall be addressed preferably in writing (alternatively verbally) to DEKRA CERTIFICATION GMBH. DEKRA CERTIFICATION GMBH shall confirm to the complainant that it has received the complaint.</p> <p>DEKRA CERTIFICATION GMBH shall inform the complainant of the result and the conclusion of the complaint procedure.</p> <p>Where complaints are justified, DEKRA CERTIFICATION GMBH shall request an appropriate statement on the matter from the customer. Actions may result from this that the customer must notify to DEKRA CERTIFICATION GMBH.</p> <p>The customer has at its own expense and for the duration of the contractual relationship with DEKRA CERTIFICATION GMBH to retain all documentation and information and to document the measures it has implemented that relate to the complaints and the measures implemented and to provide these to DEKRA CERTIFICATION GMBH without undue delay so it can assess the complaints.</p>	<p>5 对客户或对DEKRA CERTIFICATION GMBH的投诉</p> <p>如果DEKRA CERTIFICATION GMBH收到有关投诉的信息，DEKRA CERTIFICATION GMBH可以自行决定处理投诉，而无需现场审核、跟踪审核或改进控制。应依据我们批准的价格表中的价格或当年价格。</p> <p>5.1 对DEKRA CERTIFICATION GMBH客户的投诉</p> <p>任何一方都有权选择向DEKRA CERTIFICATION GMBH提出关于其客户的投诉。投诉最好以书面（或口头）形式提交给DEKRA CERTIFICATION GMBH。DEKRA CERTIFICATION GMBH应向投诉人确认已收到投诉。</p> <p>DEKRA CERTIFICATION GMBH应将投诉程序的结果和结论告知投诉人。</p> <p>如果投诉有正当理由，DEKRA CERTIFICATION GMBH应要求客户就此事发表适当声明。客户必须告知DEKRA CERTIFICATION GMBH此行为可能的结果。</p> <p>在与DEKRA CERTIFICATION GMBH的合同关系期间，客户有权自费保留所有文件和信息，记录其已实施的与投诉和已实施措施有关的措施，并毫不拖延地将其提供给DEKRA CERTIFICATION GMBH，以便其评估投诉。</p>
<p>5.2 Complaints received by the customer in its own complaints process</p> <p>The customer must take all necessary measures to retain records of complaints and to provide these records to DEKRA CERTIFICATION GMBH on request so that DEKRA CERTIFICATION GMBH can review ongoing compliance with the certification requirements. In this connection, the customer must:</p> <ol style="list-style-type: none"> 1) take suitable measures in relation to such complaints and any defects that are discovered in the products, services and processes and that affect compliance with the requirements for the certification; 2) document the measures taken. <p>The customer has at its own expense and for the duration of the contractual relationship with DEKRA CERTIFICATION GMBH to retain all documentation and information and to document the measures it has implemented that relate to the complaints and the measures implemented and to provide these to DEKRA CERTIFICATION GMBH without undue delay so it can assess the complaints.</p>	<p>5.2 客户在自己的投诉流程中收到的投诉</p> <p>客户必须采取一切必要措施保留投诉记录，并要求将这些记录提供给DEKRA CERTIFICATION GMBH，以便DEKRA CERTIFICATION GMBH审查持续符合认证要求的情况。在这方面，客户必须：</p> <ol style="list-style-type: none"> 1) 对此类投诉以及在产品、服务和流程中发现的任何会影响对认证要求的遵守的缺陷采取适当措施； 2) 记录所采取的措施。 <p>在与DEKRA CERTIFICATION GMBH的合同关系期间，客户有权自费保留所有文件和信息，记录其已实施的与投诉和已实施措施有关的措施，并毫不拖延地将其提供给DEKRA CERTIFICATION GMBH，以便其评估投诉。</p>
<p>5.3 Complaints against DEKRA CERTIFICATION GMBH</p> <p>The customer has a right to lodge a complaint at any time. The complaint shall be addressed preferably in writing (alternatively verbally) to DEKRA CERTIFICATION GMBH. DEKRA CERTIFICATION GMBH shall confirm to the complainant that it has received the complaint. DEKRA CERTIFICATION GMBH shall inform the complainant of the result and the conclusion of the complaint procedure.</p>	<p>5.3 对DEKRA CERTIFICATION GMBH的投诉</p> <p>客户有权随时提出投诉。投诉最好以书面（或口头）形式提交给DEKRA CERTIFICATION GMBH。DEKRA CERTIFICATION GMBH应向投诉人确认已收到投诉。DEKRA CERTIFICATION GMBH应将投诉程序的结果和结论告知投诉人。</p>

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<p>6 Appeals against DEKRA CERTIFICATION GMBH</p> <p>The customer is entitled to a right of appeal in relation to the certification decision that it has received from DEKRA CERTIFICATION GMBH. The appeal must be addressed preferably in writing (alternatively verbally) to DEKRA CERTIFICATION GMBH within one month of receipt of the certification decision. DEKRA CERTIFICATION GMBH shall confirm to the appellant that it has received the appeal. DEKRA CERTIFICATION GMBH shall inform the appellant of the result and the conclusion of the appeal procedure.</p>	<p>6 对DEKRA CERTIFICATION GMBH 的上诉</p> <p>客户有权就其从 DEKRA CERTIFICATION GMBH 收到的认证决定提出上诉。上诉最好在收到认证决定后一个月以内以书面（或口头）形式向DEKRA CERTIFICATION GMBH 提出。DEKRA CERTIFICATION GMBH 应向上诉人确认其已收到上诉。DEKRA CERTIFICATION GMBH 应将上诉程序的结果和结论告知上诉人。</p>
<p>7 Issuing and use of certificates, DEKRA seals and documents</p> <p>7.1 If a certificate and, if applicable, a DEKRA seal is explicitly issued to the customer or if test-related documents are provided to the customer, e.g. reports (jointly "object of use") the customer is granted the right to use the object of use in accordance with the following provisions.</p> <p>7.2 DEKRA CERTIFICATION GMBH remains the owner of the object of use and of any trademarks and copyrights existing in this respect. Upon issuing or handing over the object of use, DEKRA CERTIFICATION GMBH grants the customer the non-exclusive right to use it within the scope set out below.</p> <p>7.3 If and insofar as the scope of the contract comprises a multisite process, the head office is given the right to sub-license the granted right of use to the locations that are included in the multisite if the location has issued a binding declaration that it will comply with these general terms and conditions of certification as if the location itself were the customer. The location is not granted any right to sub-license the right of use to another party. The customer must withdraw the right of use from a location without undue delay if a location causes grounds under section 7.10 of these GCC. The customer shall inform DEKRA CERTIFICATION GMBH of this without undue delay. If a location causes the grounds under section 7.10 of these GCC, DEKRA CERTIFICATION GMBH can withdraw the head office's authorization to sub-license the right of use to the location without notice. In all other respects, the customer is not entitled to transfer or sub-license the right of use that has been granted. The existence of the sub-license is dependent on the existence of the head office's license</p> <p>7.4 In the absence of any other agreements, the object of use has been designed for use in the country in which DEKRA CERTIFICATION GMBH has its legal headquarters; responsibility for using it in other countries lies solely with the customer and any liability of DEKRA CERTIFICATION GMBH is excluded in this respect.</p> <p>7.5 The object of use seal may be used only in the form in which it has been issued and delivered. Changes, especially to the design, the color or the text, are not permitted. The customer is not entitled to use only extracts of the object of use, i.e. the object of use may only be used in its entirety in each case.</p> <p>7.6 If the customer also receives the object of use in electronic form, the customer is entitled to change the object of use only with the prior consent of DEKRA CERTIFICATION GMBH; it may be scaled down only to a minimum font size of Arial 4. In any case where the size is changed, the text contained in the object of use must remain fully legible and the proportions of text and symbols may not be altered.</p> <p>7.7 The customer must ensure that the object of use refers to the test item by representing the object of use only in such a way that the average reasonable consumer understands it as a mark of the tested, evaluated and/or certified activities, processes, systems or qualifications. The object of use may be used only in connection with the activities, processes, systems or qualifications for which the object of use has been issued and only in order to show that these activities, processes, systems or qualifications comply with the requirements according to which they were tested, evaluated and/or certified. If the scope of certification is restricted, the presentation must be modified accordingly. The customer may not use the object of use to advertise a product and may not give the impression that DEKRA CERTIFICATION GMBH has conducted a product test. The object of use may not be used for test items that have changed since the test.</p> <p>7.8 When the object of use is used, the impression must not arise that the certification is valid for activities or locations outside the scope of certification.</p> <p>7.9 The object of use may not be used or referred to in a way that could damage the reputation of DEKRA CERTIFICATION GMBH or that may be regarded as misleading. The customer is responsible for the specific use of the object of use and shall use it only in accordance with the applicable legislation, in particular from the area of competition law. The customer shall not permit any misleading or illegal use by third parties. DEKRA CERTIFICATION GMBH shall not be liable for unauthorized use of the object of use.</p> <p>7.10 The object of use may be used only during the period of validity indicated in the certificate and for as long as the certification is not suspended. If the period of validity of the certificate ends before recertification has been conducted, the object of use may not be used before a new certificate has been issued. DEKRA CERTIFICATION GMBH is entitled at any time to restrict, suspend, revoke and/or withdraw the right of use if</p> <ul style="list-style-type: none"> Requirements for the issuance of the certificate are not (no longer) fulfilled, for example because incomplete or incorrect information was provided in the certification process; The customer does not comply with the obligations specified with the certification, e.g. the obligations to provide information about changes or performance obligations in the contract with DEKRA CERTIFICATION GMBH, particularly payment obligations. the contract with DEKRA CERTIFICATION GMBH for the certification ends; 	<p>7 认证证书, DEKRA seals及文件的签发与使用</p> <p>7.1 如果向客户明确颁发了证书和 DEKRA Seal（如适用），或者向客户提供了与测试相关的文件，例如报告（统称为“使用对象”），则客户有权根据以下规定使用这些使用对象。</p> <p>7.2 DEKRA CERTIFICATION GMBH 保留使用对象以及在这方面存在的任何商标和版权的所有权。在发放或移交使用对象后，DEKRA CERTIFICATION GMBH 授予客户在以下范围内使用该对象的非专有权利。</p> <p>7.3 如果合同提供了多场所认证程序，在这些多场所成员发布具有约束力的声明，和DEKRA CERTIFICATION GMBH 认证客户一样遵守本认证通用条款和条件，总部将有权授予多场所成员使用子证书。但这些多场所不允许再进一步授权。如果多场所中的一个成员发生本认证通用条款第 7.10 条规定的理由，客户必须毫不拖延地撤销该场所的使用权。客户应立即通知DEKRA CERTIFICATION GMBH。如果某个场所造成本认证通用条款第 7.10 条规定的理由，DEKRA CERTIFICATION GMBH 将有权撤回总部对多场所成员授权使用子证书的权利，不再另行通知。除了上述声明外，客户无权将授予其的使用权进行转让或分授权。子证书的存在依赖于总证书的存在。</p> <p>7.4 如果没有其他协议，使用对象设计为在DEKRA CERTIFICATION GMBH 有法律总部的国家使用，在此国家之外使用由客户承担责任，DEKRA CERTIFICATION GMBH 将免于承担责任。</p> <p>7.5 使用Seal只能以其签发和交付的形式使用。不允许更改，特别是设计、颜色或文字。客户无权仅对使用对象的摘录进行使用，即在每种情况下只能完整对使用对象的使用。</p> <p>7.6 如果客户收到电子版的使用对象，经DEKRA CERTIFICATION GMBH 同意后客户有权改变使用对象，如果缩小使用，它最小字体只能被缩小到Arial 4。在任何尺寸大小变化的情况下，使用对象中的文本，必须保持文字完全清晰，且文字和符号的比例不得更改。</p> <p>7.7 客户必须确保使用对象是指测试项目，仅以普通理性消费者将其理解为测试、评估和/或认证活动、流程、系统或资格的标志的方式表示使用对象。使用对象只能与其被授予的活动、过程、体系或资格相关联，用以证明符合相应的测试、评价和/或认证的要求。如果认证范围有限制，陈述必须相应修改。客户不能把使用对象用于产品广告，也不得给人留下DEKRA CERTIFICATION GMBH 实施了产品测试的印象。使用对象不得用于自测试以来发生变化的测试项目。</p> <p>7.8 当对使用对象的使用时，不得使第三方产生此认证对认证范围之外的活动或地点同样有效的印象。</p> <p>7.9 不得以可能损害 DEKRA CERTIFICATION GMBH 声誉或可能导致误导的方式使用或提及使用对象。客户对使用对象的具体使用负责，且符合适用的法规，尤其是竞争领域法规的要求。客户不得允许第三方进行任何误导或非法使用。DEKRA CERTIFICATION GMBH 对未经授权的使用不承担任何责任。</p> <p>7.10 使用对象只能在证书上注明的有效期内使用，且没有被暂停的情况下使用。如果证书的有效期限在再认证审核前结束，则在新的证书被签发前，不得再使用 使用对象。DEKRA CERTIFICATION GMBH 有权在任何时候限制、暂停、撤销和/或撤回使用权，如果</p> <ul style="list-style-type: none"> 颁发证书的要求没有（不再）得到满足，例如，因为在认证过程中提供了不完整或不正确的信息； 客户不遵守认证相关的义务，例如通知变化信息的义务，或不遵守与DEKRA CERTIFICATION GMBH 签订合同中的履约义务，特别是付款义务。 与 DEKRA CERTIFICATION GMBH 认证合同的终止； 使用对象的使用违反了使用条款和条件； 必要的监督审核，或者另一个由DEKRA

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<ul style="list-style-type: none"> An object of use is used contrary to these terms and conditions of use; The necessary surveillance audit or another audit ordered by DEKRA CERTIFICATION GMBH is not performed on time or in full; The surveillance audit finds that the requirements for the issuance of the certification are no longer in place / complied with; Other grounds exist for the withdrawal of certification in accordance with these GCC or the contract. <p>7.11 DEKRA CERTIFICATION GMBH is entitled to terminate the contract without notice if the certificate is withdrawn Further claims for damages and other claims are not affected.</p> <p>7.12 After the certificate has been withdrawn or the validity of the certificate has expired, the customer must stop all use of the object of use, and in particular cease any advertising that refers to the object of use or the underlying service performed by DEKRA CERTIFICATION GMBH, and must return all certification documents requested by DEKRA CERTIFICATION GMBH. All certificates are to be handed over to DEKRA CERTIFICATION GMBH.</p> <p>7.13 DEKRA CERTIFICATION GMBH shall not be liable for any damages that the customer incurs from the justified withdrawal of the certificate.</p>	<p>CERTIFICATION GMBH要求的审核未被全部实施，或没有在规定时间内实施；</p> <ul style="list-style-type: none"> 监督审核发现，颁发认证的要求不再满足/不符合要求； 根据本认证通用条件和条款，或合同约定的其它可能导致证书撤销的情况 <p>7.11 如果证书被撤回，DEKRA CERTIFICATION GMBH 有权终止合同，不再另行通知。其他赔偿及索赔不受影响</p> <p>7.12 证书被撤销或证书的有效期结束后,客户必须停止所有对使用对象的使用,特别是任何指向使用对象,或基于由 DEKRA CERTIFICATION GMBH服务的广告,并且必须按 DEKRA CERTIFICATION GMBH的要求归还所有证书。所有证书必须交还给DEKRA CERTIFICATION GMBH。</p> <p>7.13 DEKRA CERTIFICATION GMBH对出于正当理由导致的证书撤销从而引起客户遭受的任何损害不承担责任。</p>
<p>8 Use of the DEKRA Logo</p> <p>8.1 If the DEKRA logo is depicted on the certificate, DEKRA seal or document that has been issued, section 7 of these GCC applies. In all other respects, the customer is not entitled to use the name of DEKRA CERTIFICATION GMBH, a company affiliated with DEKRA CERTIFICATION GMBH or the DEKRA logo.</p> <p>8.2 The customer may not give the impression that it has any relationship with DEKRA CERTIFICATION GMBH or a company affiliated with DEKRA CERTIFICATION GMBH under company law or similar relationship or that it can act for or bind DEKRA CERTIFICATION GMBH or a company affiliated with DEKRA CERTIFICATION GMBH.</p>	<p>8 DEKRA 标志的使用</p> <p>8.1 如果DEKRA标志出现在颁发的证书、DEKRA seal或文件上，则适用本认证通用条款第 7 节。在所有其他方面，客户无权使用DEKRA CERTIFICATION GMBH 的名称或DEKRA 标志。</p> <p>8.2 客户不能在使用DEKRA 标志时给出如下印象：它与 DEKRA CERTIFICATION GMBH 或其根据公司法或类似关系附属的公司有任何关系，或者它可以代表或约束 DEKRA Certificate GmbH 或其附属公司。</p>
<p>9 Use of the logo of an Accreditation Body / Standard provider</p> <p>9.1 The customer is not entitled to use the DAkkS logo.</p> <p>9.2 The logo of other accreditors/standard providers may only be used if this has been contractually agreed separately.</p>	<p>9 认可机构 /标准提供者标志的使用</p> <p>9.1 客户无权使用DAkkS标志。</p> <p>9.2 除非在合同中另有约定，才能使用其它认可机构/标准提供者的标志。</p>
<p>10 Obligations of the customer</p> <p>Non-compliance with the obligations specified in this section 10 can make it impossible for DEKRA CERTIFICATION GMBH to perform its service and mean that the audit and/or the certification process will have to be discontinued. In the event that the audit is discontinued, section 3.2.3 shall apply. In the event of a serious breach of the stated obligations, DEKRA CERTIFICATION GMBH is entitled to terminate the contract without notice and to withdraw the certificate and/or the DEKRA seal in accordance with the more detailed provisions in section 7.10. Further claims for damages and other claims are not affected.</p> <p>10.1 Preparation of the audit</p> <p>Before the audit, the customer shall will prepare all the documentation/information generally required for the audit and for the certification or additionally requested by DEKRA CERTIFICATION GMBH and shall provide it to DEKRA CERTIFICATION GMBH in good time, no later than by the time of the audit.</p>	<p>10 客户的义务</p> <p>不遵守第 10 节规定的义务可能会导致 DEKRA CERTIFICATION GMBH 无法提供服务，并意味着审核和/或认证过程将停止。如果审核中断，第 3.2.3 节将适用。如果发生了严重违反规定的义务的事件，DEKRA CERTIFICATION GMBH 有权终止合同，不再另行通知，并有权根据第 7.10 节中更详细的规定撤回证书和/或 DEKRA Seal。进一步的赔偿和其他索赔权利不受影响。</p> <p>10.1 审核准备</p> <p>在审核之前，客户应准备审核和认证通常需要的所有文件/信息，或DEKRA CERTIFICATION GMBH 额外要求的所有文件或信息，并应在审核之前及时提供给 DEKRA CERTIFICATION GMBH。</p>
<p>10.2 Performance of the audit</p> <p>10.2.1 The customer undertakes to provide DEKRA CERTIFICATION GMBH with all the information, disclosures and documents generally and otherwise required and relevant for audits of the certification, which must be correct and complete and made available punctually, and make all necessary arrangements to provide access to the relevant equipment, the location(s), the area(s) and personnel as well as the customer's subcontractors. Documents must be provided as stipulated by DEKRA CERTIFICATION GMBH. The customer is required to provide at least representative samples of documents in accordance with the more detailed requirements of DEKRA CERTIFICATION GMBH. Any costs associated with the provision of these samples shall be borne by the customer. The customer must on its own initiative draw attention to all procedures and circumstances that could be of significance for the performance of the order. The customer or suitable employees that it has designated must be available for the duration of the entire audit to answer any inquiries.</p> <p>10.2.2 The customer is responsible for ensuring that any relevant (legal, contractual or professional) confidentiality and non-disclosure requirements and also data protection obligations are complied with when information is disclosed to the auditor.</p> <p>10.2.3 The customer is required to provide the auditors with suitable rooms for them to conduct the audit on site.</p>	<p>10.2 审核实施</p> <p>10.2.1 客户承诺向DEKRA CERTIFICATION GMBH准确、完整、及时地提供认证审核所需的所有信息、披露和文件，并做好一切必要安排，提供对相关设备、地点、区域和人员以及客户分包商的访问权限。必须按照 DEKRA CERTIFICATION GMBH 的规定提供文件。客户需要根据 DEKRA CERTIFICATION GMBH 更详细的要求提供至少具有代表性的文件样本。客户将承担与提供这些样本相关的任何费用。客户必须关注所有可能对订单履行重要的过程和情况。客户或其指定的适当的员工必须在整个审核过程中随时回答任何询问。</p> <p>10.2.2 当向审核员披露信息时，客户有责任确保遵守任何有关（法律、合同或专业）保密和不披露要求以及数据保护的义务。</p> <p>10.2.3 客户有义务向审核员提供适当的空间，以便实施现场审核。</p>
<p>10.3 Surveillance phase</p> <p>The customer undertakes after receiving the certificate always to ensure that the requirements of the currently valid standards and systems attested to in the certificate are maintained for the entire period of the validity of the certificate and that it will arrange for this to be reviewed in audits in accordance with the more detailed</p>	<p>10.3 监督审核阶段</p> <p>客户应承诺在收到证书后，在证书的整个有效期内，始终确保证书有关的有效标准和体系的要求得以保持，并将根据本合同的更详细规定安排审核。客户必须满足认证要求，并在任何时候发生可能影响满足批准或保持的</p>

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<p>provisions of this contract. The customer is required to fulfill the certification requirements and to inform DEKRA CERTIFICATION GMBH without undue delay at any time of all changes that may have an impact on the fulfillment of the requirements for issuing or maintaining the certification. Changes of this kind include, for example, changes relating to: (I) the legal, commercial or organizational status or ownership; (II) organization and management (e.g. key managerial, decision-making or specialist staff); (III) contact address and locations; (IV) scope of application recorded by the certified management system; (V) major changes to the management system and the processes.</p>	<p>认证要求的变化时，立即通知DEKRA CERTIFICATION GMBH。此类变化包括，例如，与以下方面有关的变更：（一）法律、商业或组织状态或所有权；（二）组织和管理（如关键管理、决策或专业人员）；（三）联系地址和地点；（四）认证管理体系记录的适用范围；（五）管理体系和过程发生重大变化。</p>
<p>10.4 Obligation to cooperate in the case of occupational health and safety management systems</p> <p>The customer undertakes to notify DEKRA CERTIFICATION GMBH without undue delay if an incident such as:</p> <ul style="list-style-type: none"> a serious incident in connection with occupational health and safety occurs, e.g. a serious accident; or a serious breach of the regulations has been identified; <p>that requires the involvement of the competent regulatory authority.</p> <p>Irrespective of the involvement of the competent regulatory authority, a special inspection/audit may be necessary. The inspection/audit investigates whether the management system has been adversely impacted or not and whether it continues to function effectively. If the customer refuses a special inspection/audit, DEKRA CERTIFICATION GMBH is entitled to rescind the contract and to withdraw the certification decision in question.</p>	<p>10.4 在职业健康和安全管理方面合作的义务</p> <p>如果发生以下事件，客户应将立即通知 DEKRA CERTIFICATION GMBH:</p> <ul style="list-style-type: none"> 与职业健康和安全的严重事件，如严重事故；或 已发现严重违法违规行为； <p>这需要主管政府监管机构的介入。</p> <p>无论主管政府监管机构是否介入，都可能需要进行一次特别检查/审核。检查/审核调查管理体系是否受到不利影响，以及是否继续有效运行。如果客户拒绝接受这一特殊检查/审核，DEKRA CERTIFICATION GMBH 有权撤销合同并撤回相关认证决定。</p>
<p>11 Transfer of certification processes</p> <p>DEKRA CERTIFICATION GMBH undertakes to the customer that, in the event that the accreditation is suspended, restricted or withdrawn, and provided that the relevant standard permits transfer, it will fulfill the obligations arising from IAF MD:2 analogously, insofar as this relates to ongoing surveillance.</p>	<p>11 认证过程的转移</p> <p>DEKRA CERTIFICATION GMBH 向客户承诺，如果 DEKRA CERTIFICATION GMBH 的认证资格被暂停、限制或撤销，且相关标准允许将认证转移给其他机构，则将类比IAF MD:2的规定，履行与持续监督有关的义务。</p>
<p>12 Confidentiality and data protection</p> <p>12.1 Confidentiality</p> <p>12.1.1 "Confidential information" means all technical, financial, legal and fiscal information, information about designs, inventions, marketing or other information (including data, records and expertise) that the customer directly or indirectly makes available to DEKRA CERTIFICATION GMBH in connection with the contract or that DEKRA CERTIFICATION GMBH gains knowledge of in another manner.</p> <p>12.1.2 Information is not regarded as confidential if it was already in the public domain at the time that DEKRA CERTIFICATION GMBH gained knowledge of it or if it has subsequently entered the public domain but not through a breach of this agreement;</p> <p>12.1.3 DEKRA CERTIFICATION GMBH shall keep information confidential and not forward or otherwise disclose it to third parties and shall take suitable measures to protect confidential information. DEKRA CERTIFICATION GMBH may use confidential information only for the purposes of preparing, assessing and performing the contract and may not use it otherwise for its own benefit or for the benefit of third parties.</p> <p>12.1.4 DEKRA CERTIFICATION GMBH may disclose confidential information to staff, whether they have the status of an employee or not, affiliated companies within the meaning of Chinese Company laws and their staff, whether they have the status of an employee or not, and advisors who have a legal obligation to maintain confidentiality, insofar as they are each subject to a relevant non-disclosure obligation</p> <p>12.1.5 The non-disclosure obligations shall not apply if</p> <ul style="list-style-type: none"> The customer has agreed to the disclosure of confidential information to a third party for a specific individual case in writing in advance; DEKRA CERTIFICATION GMBH is required to disclose the confidential information by law, by order of a court, by order of an authority or other state institution or on account of the regulations of an accreditation body. <p>12.1.6 DEKRA CERTIFICATION GMBH has the right to retain copies of the written documents that have been provided to DEKRA CERTIFICATION GMBH to inspect or in order to perform the contract for its own records. The customer expressly gives its consent that DEKRA CERTIFICATION GMBH may publish the name/company name of the customer, the object of use that the customer is permitted to use (with an identification option, e.g. an ID number), the validity of the object of use and other information related to the certificate on the Internet such that it can be accessed by any person.</p> <p>12.1.7 If DEKRA CERTIFICATION GMBH discloses confidential information to third parties in accordance with these GCC or other agreements with the customer, DEKRA CERTIFICATION GMBH shall inform the customer of this where possible and permitted.</p> <p>12.1.8 In the event of a complaint relating to the customer, DEKRA CERTIFICATION GMBH, the customer and the complainant will agree on the possible publication of confidential information, especially the subject of the complaint and its resolution.</p> <p>12.1.9 DEKRA CERTIFICATION GMBH is entitled to retain information for the purpose of</p>	<p>12 保密性和数据保护</p> <p>12.1 保密性</p> <p>12.1.1 "保密信息"是指客户直接或间接向DEKRA CERTIFICATION GMBH 提供的与合同有关的所有技术、财务、法律和财政信息，以及与设计、发明、营销或其他信息（包括数据、记录和专业知识）有关的信息，或 DEKRA CERTIFICATION GMBH 以其他方式获得的信息。</p> <p>12.1.2 如果信息在 DEKRA CERTIFICATION GMBH 获悉时已经进入公共领域，或者如果信息随后进入公共领域但并非违反本协议，则不视为保密信息；</p> <p>12.1.3 DEKRA CERTIFICATION GMBH 应对信息保密，不得将其转发或以其他方式披露给第三方，并应采取适当措施保护保密信息。DEKRA CERTIFICATION GMBH 仅可出于合同的准备，评估和执行目的使用保密信息，不得将其用于自身利益或第三方利益。</p> <p>12.1.4 DEKRA CERTIFICATION GMBH 可以向员工披露保密信息，无论其是否有雇员身份，根据中华人民共和国公司法法律意义上的关联公司及其员工，无论其是否有雇员身份，以及有法律保密义务的顾问，在各自承担的相关保密义务下有履行保密的义务</p> <p>12.1.5 在以下情况下，保密义务不适用</p> <ul style="list-style-type: none"> 客户已事先以书面形式同意就具体个例向第三方披露保密信息； DEKRA CERTIFICATION GMBH 有义务根据法律规定、法院判决、政府当局或其他国家主管机构的决定，或者基于认可机构的认可规范等要求披露保密信息。 <p>12.1.6 DEKRA CERTIFICATION GMBH 有权保留已提供给 DEKRA CERTIFICATION GMBH 的书面文件副本，以供检查或为履行合同以形成记录。客户明确同意 DEKRA CERTIFICATION GMBH 在互联网上公布客户姓名/公司名称、客户可以使用的使用对象（包括识别选项，如ID）、使用对象的有效性及其他与证书相关的信息，以便公众获取。</p> <p>12.1.7 如果 DEKRA CERTIFICATION GMBH 根据认证通用条款或者和客户的其它协议向第三方提供保密信息，DEKRA CERTIFICATION GMBH 将对这种可能性和许可通知客户。</p>

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<p>proper records management and archiving even after the contract with the customer has ended.</p>	<p>12.1.8 在涉及客户的投诉中，DEKRA CERTIFICATION GMBH、客户和投诉人将就可能公布的保密信息达成一致，特别是投诉主体及其解决方案。</p> <p>12.1.9 DEKRA Certification GmbH 有权保留信息，以进行适当的管理记录和归档，即使在与客户合同终止后。</p>
<p>12.2 Data usage/protection</p> <p>12.2.1 DEKRA CERTIFICATION GMBH undertakes to comply with the legal regulations governing data protection.</p> <p>12.2.2 DEKRA CERTIFICATION GMBH is permitted to publish the customer's address data and facts that are relevant to the certificate within the framework of the disclosure obligations prescribed by law or by accreditation bodies. In addition, DEKRA CERTIFICATION GMBH maintains a reference list containing all certificate holders. This list will also be provided to third parties.</p>	<p>12.2 数据使用/保护</p> <p>12.2.1 DEKRA CERTIFICATION GMBH 承诺遵守有关数据保护的法律法规。</p> <p>12.2.2 DEKRA CERTIFICATION GMBH 被允许根据法律、或者认可机构的规定，在公开义务的框架内，公布客户的地址以及与证书有关的事实。DEKRA CERTIFICATION GMBH 也会保留一份证书持有者的清单，这一份清单同样会向第三方公布。</p>
<p>13 Prices</p> <p>DEKRA CERTIFICATION GMBH has calculated the prices agreed in the contract on the basis of the information provided by the customer about the company. If circumstances within the customer's company change or if the applicable standards and regulations are amended, the nature, scope or contents of the audit to be performed and, where applicable, of the certificate may also change.</p> <p>The customer is required to inform DEKRA CERTIFICATION GMBH of any qualitative/quantitative changes in the status of the customer's operations in comparison to the status at the time the offer was made (e.g. changes in the number of employees/locations, new fields of activity). If any of the changes mentioned above arise, the agreed remuneration shall be adapted on the basis of the remuneration calculation by taking into account the additional/reduced costs resulting from the changes. In cases of doubt, the additional/reduced expenses will be recognized at the relevant remuneration rate quoted in the contractual price list.</p>	<p>13 价格</p> <p>DEKRA CERTIFICATION GMBH 基于客户提供的公司信息计算合同中约定的价格。如果客户公司情况发生变化，或者适用的标准和法规发生变化，则需要执行审核的性质、范围或内容以及证书（如适用）也可能发生变化。</p> <p>与报价时相比，如果客户运营状态的任何定性/定量变化（如员工人数、现场数量的变化、新的活动范围），客户需通知 DEKRA CERTIFICATION GMBH。如果发生上述任何变化，应考虑变化带来的额外/减少费用的计算，对已商定的费用进行调整。如有任何疑问，额外/减少的费用将按合同价格表中引用的相关费率确认。</p>
<p>14 Subcontracting</p> <p>The customer agrees to the use of subcontractors by DEKRA CERTIFICATION GMBH. DEKRA CERTIFICATION GMBH always makes the certification decision itself, however.</p>	<p>14 分包</p> <p>客户同意 DEKRA CERTIFICATION GMBH 进行分包。然而，认证决定都由 DEKRA CERTIFICATION GMBH 自行做出。</p>
<p>15 Amendment of the contractual agreements</p> <p>15.1 DEKRA CERTIFICATION GMBH has the right to amend the contractual agreements if and when the certification requirements change in such a way that DEKRA CERTIFICATION GMBH is able to perform its contractually agreed services in accordance with the certification requirements only under the amended contractual agreements.</p> <p>15.2 DEKRA CERTIFICATION GMBH will inform the customer of any amendments to the contractual agreements within a reasonable period of no less than three months. The customer has the option within the prescribed period to object to the amendment of the contractual agreements. If the customer does not raise an objection within this period, the amended contractual agreements are deemed to have been agreed between the parties. In the event that the customer raises an objection, both parties have the right to terminate the contract by giving one month's notice from receipt of the objection at DEKRA CERTIFICATION GMBH.</p>	<p>15 合同协议的修订</p> <p>15.1 如果认证要求发生变化，使得 DEKRA CERTIFICATION GMBH 仅能根据修订的合同协议下的认证要求履行其合同约定的服务，DEKRA CERTIFICATION GMBH 有权变更合同协议。</p> <p>15.2 DEKRA CERTIFICATION GMBH 应在合理的期限内（至少3个月）通知客户合同协议的任何修订。客户有权在规定期限内拒绝合同协议的修订。如果客户未在规定期限提出异议，则视为双方已就修改后的合同协议达成一致。如果客户提出异议，双方均有在 DEKRA CERTIFICATION GMBH 收到客户异议开始的一个月内通知对方终止合同的权利。</p>
<p>16 Invalidity of a provision</p> <p>In the event that one or more regulations in these terms and conditions of certification are invalid, the legal regulation is deemed to have been agreed in its place. If no legal provision is available, the parties undertake to agree a new valid provision that comes closest to the meaning of the invalid provision. The validity of the other conditions is not affected.</p>	<p>16 条款无效</p> <p>当认证通用条款和条件中的一项或多项规定失效的情况下，法定的规则将被适用。如果没有相应的法定规则，各方承诺将会达成新的、有效的规则，且这些规则应接近于原失效规则的意图。其余的规则的有效性不受影响。</p>

Annex: Sample of DEKRA seal 附件: DEKRA Seal 样本



Information on the color of the DEKRA seal: 颜色信息

Green HKS 57K or CMYK 100/0/90/20