

**DEKRA Certification GmbH.
(Hereinafter referred to as “DCG”)**

**德国 DEKRA 认证有限公司
(以下简称“DCG”)**

I. GENERAL CONDITIONS OF CERTIFICATION for System Certification

I. 体系认证的认证通用条款

<p>1. Scope</p> <p>1.1 These GCC are valid for all contractual relationships between the client and DEKRA Certification GmbH, for services provided by DEKRA Certification GmbH, particularly in connection with the evaluation of (management) systems and products/processes/services and/or certification by DEKRA Certification GmbH. These GCC are not valid for the evaluation and testing of consumer goods products or the evaluation of the professional qualification of specific persons.</p> <p>1.2 Furthermore the product-specific, applicable specific certification conditions are also valid.</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DEKRA Certification GmbH DEKRA Certification GmbH,所签订的由DEKRA Certification GmbH提供服务所涉及的合同关系, 尤其那些由DEKRA Certification GmbH提供的(管理)体系及产品/过程/服务评价, 和(或)认证相关评价的合同关系。本认证通用条款不适用于对消费品产品的评价或测试, 或者特定人员的专业资格评价服务。</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 The term ‘Accreditation Bodies’ is used to describe all bodies, scheme owners and registration offices that have registered or accredited DEKRA for certification on the basis of laws, standards, regulations or contracts for the certification of clients, in particular but not limited to the German accreditation office -“Deutsche Akkreditierungsstelle” (‘DAkKS’), the Central Office of the Federal States for Safety Engineering -“Zentralstelle der Länder für Sicherheitstechnik” (‘ZLS’) and the Central Authority of the Federal States for Health Protection regarding Medicinal Products and Medical Devices - “Zentralstelle der Länder für Gesundheitsschutz bei Arzneimitteln und Medizinprodukten” (‘ZLG’).</p> <p>2.2 The term ‘audit’ is used in the following to describe all types of audits according to the relevant standards and Accreditation Bodies, for example initial certification audits, surveillance audits, recertification audits, follow-up audits, improvement controls, additional audits, audits for special reasons, repeat testing, repeat audits, supplementary audits, controls, follow-up controls, enhanced controls, inspections, witness audits, parallel audits and special audits.</p> <p>2.3 A DEKRA-seal is a seal awarded to the client in the format set in the appendix to these GCC.</p> <p>2.4 The term ‘internal audit’ describes an audit in which the client is audited based on requirements set by the client.</p> <p>2.5 The term ‘second party audit’ is used to describe an audit in which either third parties are audited based on requirements set by the client or the client is audited on the basis of requirements set by third parties that are not Accreditation Bodies.</p> <p>2.6 The term ‘certificate’ is used in these GCC for certificates, confirmations and similar attestations issued by DEKRA CERTIFICATION GMBH.</p> <p>2.7 “Certification Requirements” means any and all laws, standards, directives, regulations, rules, regimes and other requirements by a legislator or Accreditation Body, according to which DEKRA CERTIFICATION GMBH assesses, audits and/or certifies.</p> <p>2.8 “Certification Decision” means any decision concerning certification, including granting, refusing, maintaining, expanding certification or reducing the scope of certification, renewing, suspending, restoring, or withdrawing certification.</p> <p>2.9 The term ‘certification process’ is used for the process described in § 4.</p>	<p>2. 定义</p> <p>2.1 “认可机构”指所有基于法律、标准、规则以及认证客户涉及到的合同, 已经注册或已经认可DEKRA Certification GmbH 从事认证的机构、方案所有者和注册办公室, 特别是, 但不限于德国认可机构办公室 (‘DAkKS’), 联邦安全工程中央办公室(‘ZLS’)和联邦医药产品和医疗器械健康保护中心(‘ZLG’).</p> <p>2.2 “审核”指如下依据相关的标准和认可机构认可的所有类型的审核, 例如首次审核、监督审核、再认证审核、跟踪审核、改进控制、追加审核、基于特定原因的审核、重复测试、重复审核、补充审核与控制、跟踪控制、加强控制、检验、见证审核、平行审核和专项审核。</p> <p>2.3 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>2.4“内部审核”指按照客户指定的要求对客户进行的审核。</p> <p>2.5“二方审核”指按照客户指定的要求对第三方进行的审核或者按照非认可机构认可的第三方制定的要求对客户实施的审核。</p> <p>2.6“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>2.7“认证要求”是指 DEKRA CERTIFICATION GMBH在评估、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、制度及其它要求。</p> <p>2.8“认证决定”是指认证的决定, 包括授予、拒绝、维持、扩大或缩小认证范围、换发、暂停、恢复或者撤销证书。</p> <p>2.9“认证过程”是指第4章节中描述的过程。</p>
<p>3 Audits</p> <p>3.1 Use of auditors</p> <p>3.1.1 DEKRA CERTIFICATION GMBH is entitled to use both internal and external auditors and specialists in order to provide auditing services.</p> <p>3.1.2 DEKRA CERTIFICATION GMBH undertakes to only use qualified and suitable auditors who are appointed as DEKRA Certification GmbH Auditors.</p> <p>3.1.3 The client is only entitled to reject an auditor used by DEKRA CERTIFICATION GMBH if it is unreasonable to expect him to work with the auditor or the auditor is not suitable to provide the service for other important reasons. The client must notify DEKRA CERTIFICATION GMBH of the rejection immediately and must provide reasons. In this event DEKRA</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 DEKRA CERTIFICATION GMBH承诺只使用取得DEKRA Certification GmbH 聘请的具有资格且合适的审核员。</p> <p>3.1.3 客户只有在DEKRA CERTIFICATION GMBH委派的审核员不符合他们的预期时,或者由于其他重要的原因导致该审核员不适合于提供审核服务时, 有权予以拒绝。客户必须将做出的拒绝决定及时告知DEKRA CERTIFICATION GMBH,并说明拒绝原</p>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

<p>CERTIFICATION GMBH is obliged to use a different, suitable auditor in place of the rejected auditor.</p> <p>3.1.4 In the event that an auditor drops out immediately before or during the audit then DEKRA CERTIFICATION GMBH will name a substitute within a reasonable period. § 3.1.3 is valid accordingly for the rejection of this substitute.</p>	<p>因。在此情况下，DEKRA CERTIFICATION GMBH有义务指派其他合适的审核员以取代被拒绝的审核员。</p> <p>3.1.4 如果在审核前或审核中有审核员退出，DEKRA CERTIFICATION GMBH将在合理的时间内指定合适的审核员，针对此替换而产生的拒绝，第3.1.3条相应有效。</p>
<p>3.2 Audit dates and deadlines</p> <p>3.2.1 The client can provide desired dates for the execution of the audit and this will be considered by DEKRA CERTIFICATION GMBH against the background of capacities and practicability. Desired dates provided by the client are non-binding and need not be observed by DEKRA CERTIFICATION GMBH. DEKRA CERTIFICATION GMBH and the client will agree binding dates in good time before the planned audit.</p> <p>3.2.2 Audits must normally be performed completely within certain deadlines. DEKRA CERTIFICATION GMBH will inform the client of the deadlines within which their audits need to be performed. In connection with these deadlines the client has the following co-operation obligations:</p> <p>3.2.2.1. The client will contact DEKRA CERTIFICATION GMBH in good time in order to agree dates and will agree a date so that DEKRA CERTIFICATION GMBH can complete the audit within the deadlines.</p> <p>3.2.2.2. The client will have DEKRA CERTIFICATION GMBH carry out completely any audit after its start. If the client interrupts an audit that has begun or if DEKRA CERTIFICATION GMBH interrupts an audit that has begun and this interruption is for a reason in the sphere of the client then the audit will be considered to have not been carried out.</p> <p>3.2.3 If the client does not properly cooperate in the agreement or keeping of audit appointments and if an audit cannot be carried out or cannot be carried out in time because of this then DEKRA CERTIFICATION GMBH is entitled to terminate the contract for good cause. Further compensation and other claims remain unaffected. DEKRA CERTIFICATION GMBH is also entitled, if a Certificate and/or a DEKRA seal is granted, to suspend the certificate or the DEKRA seal according to the more detailed specifications in § 5.11.</p> <p>3.2.4 In the event that serious incidents occur at the site or in the area in which DEKRA CERTIFICATION GMBH is to carry out an audit, particularly force majeure, unrest, war or terrorist acts or if travel warnings are issued for the area then DEKRA CERTIFICATION GMBH is released from its obligations to provide audit services for the duration of the disruption if they default. The contractual parties are obliged to inform each other of such hindrances 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 客户可以提出期望的执行审核的日期，DEKRA CERTIFICATION GMBH将视审核员的背景能力及其可行性予以考虑。客户提出的期望日期不具有约束性，DEKRA CERTIFICATION GMBH不需要受约束。DEKRA CERTIFICATION GMBH将在计划的审核前与客户及时商定审核日期。</p> <p>3.2.2 通常情况下，审核必须在最终期限内完整地完成。DEKRA CERTIFICATION GMBH将通知客户审核员完成审核需要的期限。与这些最终期限相关，客户有下述合作的义务：</p> <p>3.2.2.1 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完整地审核。如果客户打断已经开始的审核，或者DEKRA CERTIFICATION GMBH中断已经开始的审核并且是由于客户的原因所造成的，那么审核被认为未完成。</p> <p>3.2.3 如果客户不能适当地配合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有正当理由终止合同。而且保留其他的赔偿与索赔权利。如果被授予了证书或者DEKRA seal，DEKRA CERTIFICATION GMBH也同样有依据第5.11条中更详细的规定暂停证书或DEKRA Seal的权利。</p> <p>3.2.4 如果在DEKRA CERTIFICATION GMBH执行审核的现场或区域发生严重的事件，如特殊的不可抗力、动乱、战争或恐怖行动或政府发布的区域的旅行警告，DEKRA CERTIFICATION GMBH将在此期间获得豁免其提供审核服务的义务。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 Certification process structure</p> <p>4.1 Process structure</p> <p>4.1.1 If the contract includes certification and the process structure is not regulated in a different way then the certification process comprises an initial certification audit for the initial issue of a certificate or a recertification certificate for the repeat issue of the certificate plus regular surveillance audits in the phases between initial certification and recertification or recertification and the next recertification.</p> <p>4.1.2 If DEKRA CERTIFICATION GMBH determines defects in the course of an audit and these are not resolved in time by the client as demanded by DEKRA CERTIFICATION GMBH then DEKRA CERTIFICATION GMBH is entitled to terminate the contract for good cause. Other compensation and other claims remain unaffected. DEKRA CERTIFICATION GMBH is also entitled to suspend or withdraw a certificate or DEKRA-seal that has already been granted in accordance with the more detailed provisions in § 5.11.</p>	<p>4 认证过程结构</p> <p>4.1 过程结构</p> <p>4.1.1 如果合同包含认证及过程结构，除非用不同的方式规定，通常来说，认证过程包含一次以首次发放证书为目的的首次审核，或者以重新发证为目的的再认证审核，加上在首次认证和再认证之间，或者再认证与下一次再认证之间的监督审核。</p> <p>4.1.2 如果DEKRA CERTIFICATION GMBH在审核过程中发现了缺陷，而且这些缺陷没有根据DEKRA CERTIFICATION GMBH的要求及时解决，DEKRA CERTIFICATION GMBH将有权出于正当理由终止合同。其他赔偿和索赔条款将不受影响。DEKRA CERTIFICATION GMBH有权根据第5.11条中更详细的规定暂停，或撤销已经批准的证书或DEKRA seal。</p>
<p>4.2 Initial certification audits</p> <p>4.2.1 A pre-audit can be arranged at the request of the client. The tests that are carried out in a pre-audit are generally tests of management documentation and random function tests on the management system. The pre-audit does not claim to determine all defects. Pre-audits can generally only be carried out once for each customer and standard. Further Accreditation Body regulations must be observed.</p> <p>4.2.2 The initial certification audit is carried out in two stages, where the contract does not stipulate anything to the contrary, namely a readiness analysis with document inspection ('stage 1') and an on-site audit at the client's facility/facilities ('stage 2'). The audit report is produced after stage 2. The results of stage 1 can necessitate changes to the planning of stage 2, e.g. audit duration, composition of the audit, selection of the audit team members team or date of the audit. If necessary it can also be directed that stage 1 is wholly or partially repeated subject to a charge. Stage 1 of the audit is usually also performed on site at the client's facility/facilities.</p>	<p>4.2 首次审核</p> <p>4.2.1 应客户申请，可以安排一次预审核。预审核的主要工作是对管理体系文件进行总体的评估，并随机抽样评估管理体系的职能。预审核并不旨在查明所有的缺陷。总的来说，每一客户，每一标准，预审核只能实施一次。同时，必须遵守认可机构的认可规则。</p> <p>4.2.2 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审核（“第一阶段”）和在客户的设备/设施处进行的现场审核（“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，审核的组成部分，审核小组成员的选择或审核日期。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。第一阶段审核通常是在客户的设备/设施处现场进行。</p>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

<p>4.2.3 No more than 6 months may pass between the end of stage 1 and the beginning of stage 2. If nothing to the contrary is agreed. If it is not possible to comply with this six-month deadline because of a reason for which the client is responsible then the client is obliged to pay for the repetition of stage 1. The client will receive a separate offer for this work.</p>	<p>4.2.3 如果没有其它相反的情况出现，第一阶段结束到第二阶段开始，最多间隔不能超过6个月。如果由于客户的原因不能遵守前述6个月的期限，则客户必须承担重新进行第一阶段审核的费用，客户会收到一份单独的报价。</p>
<p>4.2.4 Six months after the last day of stage 2 the realisation by the client of necessary corrections and corrective measures must have been verified by DEKRA CERTIFICATION GMBH. If this deadline of six months cannot be kept for a reason in the sphere of the client then the client is obliged to have stage 2 carried out again with costs. The client will receive a separate offer for this.</p>	<p>4.2.4 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。如果由于客户的原因不能遵守6个月的期限要求，客户必须重新进行第二阶段审核，由此产生费用由客户承担。客户将收到一份单独的报价。</p>
<p>4.2.5 The initial certification audit must have been started within one year of contract agreement.</p>	<p>4.2.4 首次认证审核必须在认证协议签订后一年之内启动。</p>
<p>4.3 Surveillance audits During the validity of the certificate the client is obliged, in accordance with the contract and the regulations of the Accreditation Body or the law, to arrange for DEKRA CERTIFICATION GMBH to perform surveillance audits within the given deadlines.</p>	<p>4.3 监督审核： 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。</p>
<p>4.4 Recertification process A recertification process must be performed for the extension of the certificate in accordance with the more detailed provisions in the contract, generally after 3 or 5 years. The recertification audit is equivalent to the process for the initial certification audit.</p>	<p>4.4 再认证过程 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。再认证过程与首次认证过程相同。</p>
<p>4.5 Complaints about the client; Follow-up audit/improvement control and additional audit</p> <p>4.5.1 A "Complaint" about the client is an allegation by a third person that the client is not complying with the certification procedure, the certification requirements or the conditions of use of certificates, seals or other objects of use, and which is sufficiently specific that the facts can be determined. If the client receives a Complaint, the client must (i) inform DEKRA CERTIFICATION GMBH of this Complaint without delay, (ii) take appropriate measures to influence compliance with the certification requirements and (iii) make all necessary arrangements for the investigation of Complaints. The client must, at its own expense and for the duration of the contractual relationship with DEKRA CERTIFICATION GMBH, retain and document all documents and information as well as the measures taken that relate to the Complaint and the measures. Furthermore, the client must make them available to DEKRA CERTIFICATION GMBH without delay and free of charge for the evaluation of Complaints.</p> <p>4.5.2 If defects, such as non-conformities are determined in the course of audits or if DEKRA CERTIFICATION GMBH receives information about a complaint referring to the client then it is at the discretion of DEKRA CERTIFICATION GMBH to carry out a follow-up audit or an improvement control. Apply here the prices in our current price list.</p> <p>4.5.3 DEKRA CERTIFICATION GMBH can direct additional audits, even if announced at short notice or unannounced. In particular, this can occur if DEKRA CERTIFICATION GMBH becomes aware of reasons for a possible withdrawal of the certificate, in order to investigate complaints, for which the client must make all necessary precautions, or after a change of laws, standards, guidelines or agreements upon which the certification is based. DEKRA CERTIFICATION GMBH will produce a separate offer for the additional audit.</p> <p>4.5.4 Follow-up audits, improvement controls and additional audits must be performed within the deadline named by DEKRA CERTIFICATION GMBH.</p>	<p>4.5 客户投诉，跟踪审核/改进控制和附加审核</p> <p>4.5.1 关于客户的投诉是指第三者提出的客户不遵守认证程序、认证要求或证书，标志或其他使用对象的使用条款，且内容足够具体，可以被确认的指控。如果客户知道了投诉，客户必须 (i) 立即通知 DEKRA CERTIFICATION GMBH, (ii) 并采取适当的措施以确保认证要求的符合性, (iii) 对投诉的调查做出必要的安排。客户必须自己支付费用，在与 DEKRA CERTIFICATION GMBH 合同有效期内，保留所有与投诉有关的文件和信息以及所采取的措施，并文件化，而且及时免费提供给 DEKRA CERTIFICATION GMBH 以便 DEKRA CERTIFICATION GMBH 能够对投诉进行评估。</p> <p>4.5.2 如在审核过程中有缺陷，如开出不符合报告，或者 DEKRA CERTIFICATION GMBH 收到了关于该顾客的投诉信息，此时 DEKRA CERTIFICATION GMBH 有权自行决定实施一次跟踪审核，或一次改进控制。此时，依据我们的报价表执行。</p> <p>4.5.3 DEKRA CERTIFICATION GMBH 可以直接实施附加审核，即便是短时间通知或者不予以通知。尤其是在 DEKRA CERTIFICATION GMBH 意识到这将可能导致撤证。这些审核是为调查投诉，对此客户必须采取所有必要的措施，或证书赖以依靠存在的法律法规、标准、指南或基于认证要求的合同发生变化后发生。DEKRA CERTIFICATION GMBH 将会为此类附加审核单独制作报价表。</p> <p>4.5.4 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 audits / parallel audits / special audits</p> <p>4.6.1 The client will allow the employees or agents of the Accreditation Bodies of DEKRA CERTIFICATION GMBH to carry out witness audits, parallel audits or special audits in all the client's operations. The client undertakes to ensure such witness audits, parallel audits or special audits are possible at the client's manufacturers and subcontractors.</p> <p>4.6.2 The employees or authorised assessors of the Accreditation Body/ notified body who carry out the witness audit / parallel audit or special audit are being selected by the Accreditation Body/ notified body; the client is only entitled to reject such employee / authorised assessor at least 2 weeks before the scheduled audit date in writing if the client cannot reasonably be expected - despite the measures taken to ensure confidentiality - to cooperate with him/her. A refusal is excluded if the specifications of the accreditor/notification body do not allow such a refusal.</p> <p>4.6.3 In case of justified refusal of an employee / authorised assessor of the Accreditation Body, DEKRA CERTIFICATION GMBH will endeavour to ensure that the Accreditation Body exchanges the employee / authorised assessor. If replacement should not be possible, either party is entitled to terminate the contract for cause.</p> <p>4.6.4 In case of exchange of the Accreditation Body's employee / authorised assessor § 4.6.2 and 4.6.3 shall apply accordingly.</p>	<p>4.6 见证审核/同行评审/专项审核</p> <p>4.6.1 客户将允许 DEKRA CERTIFICATION GMBH 的认可机构的员工或代理，在客户运营场所，执行见证审核，同行评审或特殊审核。客户承诺此类的见证审核，同行评审或特殊审核能在客户的制造商或分包商处进行。</p> <p>4.6.2 认可机构会选择由其雇员或者其授权的评审员执行见证审核/平行审核或者专项审核。尽管采取了措施确保保密义务，如果客户有理由期望不与他/她合作，客户应至少在计划的审核日期之前2周以书面拒绝认证机构的雇员或其授权评审员。如果认可机构的规范不允许这一拒绝，这一拒绝将被排除。</p> <p>4.6.3 在有理由拒绝认证机构的雇员或其授权评审员的情况下，DEKRA CERTIFICATION GMBH 将尽力确保认可机构更换雇员或授权的评审员。如果不能更换，任何一方均可以此为终止合同。</p> <p>4.6.4 在更换认可机构雇员或其授权评审员的情况下，第4.6.2和4.6.3条同样适用。</p>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

<p>4.7 Certification decision</p> <p>4.7.1 DEKRA CERTIFICATION GMBH has the sole right to render the Certification Decision. DEKRA CERTIFICATION GMBH will render the Certification Decision following the orderly performance of the initial certification audit, the recertification audit or the surveillance audits or additional audits. DEKRA CERTIFICATION GMBH will make a decision for granting, maintaining, renewing or extending the certification. DEKRA CERTIFICATION GMBH will take the certification decision at its own discretion within the constraints of applicable norms and regulations and based on the information and documents received in the course of the audit.</p> <p>4.7.2 If the certification decision is positive then the client will receive a certificate and possibly a DEKRA-seal (only if explicitly included in the contract) in accordance with the detailed provisions of the contract or information that the client may maintain the certification.</p> <p>4.7.3 If the certification decision is negative then the client will therefore not receive a certificate because he does not fulfil all the prerequisites for the certificate to be issued. The client will be informed accordingly. In this case both parties are entitled to terminate the contract for good cause. Other compensation and other claims remain unaffected. DEKRA CERTIFICATION GMBH is also entitled to suspend or withdraw a certificate or DEKRA-seal that has already been granted in accordance with the more detailed provisions in § 5. 11.</p> <p>4.7.4 Issuance of a certificate may be associated with conditions. For example it is possible that the resolution of defects can be demanded within a certain deadline so that the client must independently resolve defects and confirm this in writing. The condition could also be further inspection, i.e. a further audit or inspection of documentation.</p> <p>4.7.5 DEKRA CERTIFICATION GMBH reserves the right to refuse certification and withdraw from a contract if circumstances come to light prior to or during the certification process that preclude certification or make continuation of the contractual relationship unacceptable (e.g. if there are violations of ethical or legal guidelines on the part of the client or its executive employees that call into question the reliability of the organisation). DEKRA CERTIFICATION GMBH shall decide at its own discretion whether continuation of the contractual relationship is unacceptable in the light of the regulations. On withdrawal from a contract for this reason, an appropriate proportion of the fees for services provided to this point in time is to be paid.</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。在实施首次审核、再认证审核、监督审核或者附加审核后，DEKRA CERTIFICATION GMBH 将对批准、维持、再认证换发证书或延续证书做出认证决定。DEKRA CERTIFICATION GMBH 将以其自身的判断力，在适用标准或法规约束条件下，基于在审核过程中获取的信息和文件，做出认证决定。</p> <p>4.7.2 如果认证决定的结论是肯定的，那么根据合同中约定的内容，客户将会收到一份证书，并有可能获得 DEKRASeal 标志（只有在合同中明确约定时），或者客户可以维持证书的信息。</p> <p>4.7.3 如果认证决定是否定的，那么客户因此不会收到一份证书，因为他没有满足认证发证的先决条件，此结果将会相应的通知客户。在这种情况下，双方都有权以正当理由终止合同。其他赔偿及其他索赔不受影响。DEKRA CERTIFICATION GMBH 亦有权依据第 5.11 条中详细规定暂停或撤销已经批准的证书或 DEKRA Seal。</p> <p>4.7.4 证书的签发，可以有附加条件。例如，可能会要求客户在一定期限内解决存在的缺陷，因此客户必须独立解决这些缺陷，并以书面形式确认。签发证书的条件还可以进行进一步检查，即进一步的审核或文件与资料的检查。</p> <p>4.7.5 如果在认证过程开始前或过程中发现存在妨碍认证或者不能接受继续合同关系的情况（如违反关于客户或者员工的道德和法律指南，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。</p>
<p>5. Issuing and use of certificates, DEKRA-seals and documents</p> <p>5.1 If the client is explicitly awarded with a certificate and possibly a DEKRA-seal or if test-related documents are made available to the client, e.g. reports (jointly 'usage object') then the client has the right to use the usage object in accordance with the following regulations.</p> <p>5.2 DEKRA CERTIFICATION GMBH retains ownership of the usage object and particularly of existing trademarks and copyrights. DEKRA CERTIFICATION GMBH grants the client upon award with or provision with the usage object with the non-exclusive right to use it within the following scope.</p> <p>5.3 If and insofar as the contract provides for a multisite procedure certification, the headquarters entity is granted the right to sub-license the right to use to the multisite members, if and to the extent that the multisite member accepts to adhere to these GCC as if the location itself were DEKRA CERTIFICATION GMBH's client. The multisite member is not allowed to further sub-license the right to use. The client must immediately withdraw the sub-license given to a multisite member if a multisite member falls in one of the categories in section 5. 11 of these GCC. The client shall immediately inform DEKRA CERTIFICATION GMBH hereof. If a multisite member falls in one of the categories in section 5. 11 of these GCC, DEKRA CERTIFICATION GMBH is entitled to immediately withdraw the headquarters entity's right to sub-license the right to use to a multisite member. Other than as stated above, the client is not entitled to transfer or sub-license the usage right granted to him. The existence of the sub-licence is dependent on the existence of the headquarters' licence.</p> <p>5.4 Lacking other agreements the Usage Object was designed for use in the country in which DEKRA CERTIFICATION GMBH has its legal headquarters; use outside this country will only take place at the responsibility of the client and the liability of DEKRA CERTIFICATION GMBH is thus excluded.</p> <p>5.5 The usage object may not be used in a form that could damage the reputation of DEKRA CERTIFICATION GMBH or that can be seen as misleading. The client will only use the usage object in accordance with valid laws, particularly the law against unfair competition. The usage object may only be used in the form in which it is issued and handed over. Changes, in particular to the design, colour or text are not permitted. The client is not entitled to use only extracts of the usage object, i.e. the usage object may only be used as a whole.</p> <p>5.6 If the client also receives the usage object in electronic form then the client is entitled to change the usage object with the consent of DEKRA CERTIFICATION GMBH; if reduced it can only be reduced to a minimum font size of Arial 4. In any case of size change the text in the usage object must</p>	<p>5 认证证书, DEKRA seals 及文件的签发与使用:</p> <p>5.1 如果客户被明确地授予认证证书,或可能被授予 DEKRASeal, 或者向客户提供测试有关的文件,例如: 报告(统称“使用对象”), 那么客户有权利按照下列规定,使用这些使用对象。</p> <p>5.2 DEKRA CERTIFICATION GMBH 保留使用对象的所有权, 尤其对现存的商标和版权。DEKRA CERTIFICATION GMBH 在以下范围内, 授予客户这些使用对象的非排他许可使用权。</p> <p>5.3 如果合同提供了多场所认证程序, 如果这些多场所成员在某种程度上接受本认证通用条款和条件, 并且 DEKRA CERTIFICATION GMBH 认证客户一样遵守这些认证通用条款和条件, 总部实体将被批准授权多场所成员使用子证书。但这些多场所不允许再进一步分授权。如果多场所中的一个成员发生本认证通用条款和条件第 5.11 条规定的类别之一, 客户必须立即撤销这一个多场所成员的分授权许可, 并且客户应立即通知 DEKRA CERTIFICATION GMBH。如果多场所中的一个成员发生本认证通用条款和条件第 5.11 条规定的类别之一, DEKRA CERTIFICATION GMBH 将有权立即撤销总部实体对多场所成员授权使用子证书的权利。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>5.4 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>5.5 使用对象不得以可能损害 DEKRA CERTIFICATION GMBH 声誉、或可能引起误导的方式使用。客户只能按照有效的法律, 特别是反不正当竞争法的要求使用使用对象。使用对象只能以其签发及移交时的形式进行使用。对于使用对象的变化, 特别是设计、颜色或文字的变化是不允许的。客户也无权只使用使用对象的摘要形式, 即只能完整的使用使用对象。</p>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

<p>remain fully legible and the proportion of text and symbol may not be altered.</p> <p>5.7 The client must ensure the reference of the usage object to the subject of the test by only representing the usage object in such a way that the average consumer understands it as a mark of the tested, evaluated and/or certified activities, processes, systems or qualifications. The usage object may only be used in connection with the activities, processes, systems or qualifications for which the usage object was awarded and only in order to show that these activities, processes, systems or qualifications are in accordance with the requirements according to which they were tested, evaluated and/or certified. The representation must be modified accordingly if the scope for the certification is limited. The client may not use the usage object in order to advertise a product and may not give the impression that DEKRA CERTIFICATION GMBH carried out a product test. The usage object may not be used for test objects changed since the test.</p> <p>5.8 When the Usage Object is used, the impression must not be given that the certification is valid for activities or locations outside the area for which the certification is valid.</p> <p>5.9 The Usage Object may not be used or referenced in a manner that could damage the reputation of DEKRA CERTIFICATION GMBH or that could be considered misleading. The client is responsible for the concrete use of the Usage Object and will only use it in accordance with the applicable laws, particularly in the area of competition law. The client will not permit any misleading or illegal use by third parties. DEKRA CERTIFICATION GMBH is not liable for unauthorised use of the Usage Object.</p> <p>5.10 The usage object may only be used during the period of validity given in the certificate and for as long as the certification is not suspended. If the validity period on the certificate ends before a recertification has taken place then the usage object may not be used before a new certificate has been issued.</p> <p>5.11 DEKRA CERTIFICATION GMBH is entitled to limit, reduce, suspend, revoke and/or withdraw the right to use at any time if prerequisites for the certificate issuance are not fulfilled (any longer), e.g.</p> <ul style="list-style-type: none"> ➢ because incomplete or untrue information was provided in the certification process; ➢ The client does not comply with the obligations associated with the certification, e.g. the information obligations regarding changes or performance obligations in the contract with DEKRA CERTIFICATION GMBH, particularly payment obligations; ➢ The contract with DEKRA CERTIFICATION GMBH regarding certification ends; ➢ A usage object is used contrary to usage conditions; ➢ The necessary surveillance audit or another audit ordered by DEKRA CERTIFICATION GMBH is not carried out fully or within the deadline; ➢ The surveillance audit results in the certification requirements not longer being fulfilled; ➢ Other grounds exist for the withdrawal of certification in accordance with these GCC or the contract. <p>5.12 If the certificate is withdrawn DEKRA CERTIFICATION GMBH is entitled to terminate the contract for good cause. Other compensation and other claims remain unaffected.</p> <p>5.13 Following the withdrawal of the certificate or the end of the certificate validity the client must stop all use of the usage object, particularly any advertisement that refers to the usage object or the performance by DEKRA CERTIFICATION GMBH upon which it is based and must return all certification documents demanded by DEKRA CERTIFICATION GMBH. All certificates must be submitted to DEKRA CERTIFICATION GMBH.</p> <p>5.14 DEKRA CERTIFICATION GMBH is not liable for damages caused to the client from the justified withdrawal of the certificate.</p>	<p>5.6 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>5.7 客户必须确保作为测试主体的使用对象的参考，只能以大部分消费者把它理解作为一种经过测试，经过评估和/或经过认证的活动，过程，体系或资格的标记的形式表示。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目的，并不能给出“DEKRA CERTIFICATION GMBH 实施了产品测试”这样的错误印象。使用对象不能用于测试后已经变化了的测试样本。</p> <p>5.8 在使用使用对象时，必须不能让人觉得此认证在有效认证活动和地点之外也有效。</p> <p>5.9 使用对象不能以影响 DEKRA CERTIFICATION GMBH 声誉或者能导致误导的方式使用。客户负责使用对象的具体使用，且符合法规，尤其是竞争法规的要求。客户不能允许任何第三方的误导或者非法使用。DEKRA CERTIFICATION GMBH 对未经授权的使用不承担任何责任。</p> <p>5.10 使用对象只能在证书有效期内、且没有被暂停的情况下使用。如果证书的有效期在再认证审核前结束，那么在新的证书被签发前，不得再使用使用对象。</p> <p>5.11 如果证书颁发的先决条件已经不再满足，DEKRA CERTIFICATION GMBH 有权随时限制，缩小，暂停，吊销和/或随时撤销使用的权利，例如：</p> <ul style="list-style-type: none"> ➢ 客户在认证过程中提供的信息不完整或不真实； ➢ 客户不遵守认证相关的义务，如通知相关变化信息的义务，或与 DEKRA CERTIFICATION GMBH 的合同中规定的履行义务，特别是付款义务； ➢ 与 DEKRA CERTIFICATION GMBH 有关认证终止的合同； ➢ 使用对象的使用不符合使用条件； ➢ 必要的监督审核，或者另一个由 DEKRA CERTIFICATION GMBH 组织的审核没有被完全实施，或没有在规定期限内实施； ➢ 监督审核的结果不再符合认证要求； ➢ 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>5.12 如果该证书被撤销，DEKRA CERTIFICATION GMBH 有权以正当理由终止合同。其他赔偿及索赔不受影响。</p> <p>5.13 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 行为的广告，并且必须按 DEKRA CERTIFICATION GMBH 的要求，归还所有证书。证书原件必须交还给 DEKRA CERTIFICATION GMBH。</p> <p>5.14 DEKRA CERTIFICATION GMBH 对出于正当理由导致的证书撤销从而引起客户损害不承担责任。</p>
<p>6 Use of the DEKRA Logo</p> <p>6.1 If the DEKRA logo is shown on the issued certificate, DEKRA-seal or document then § 5 of these GCC applies. Otherwise the client is not entitled to use the name of DEKRA CERTIFICATION GMBH, a company associated with DEKRA QIT or the DEKRA logo.</p> <p>6.2 The client may not give the impression that it stands in any corporate or similar relationship with DEKRA CERTIFICATION GMBH, a company associated with DEKRA CERTIFICATION GMBH under public law or similar or that he could represent or obligate DEKRA CERTIFICATION GMBH or a company associated with DEKRA CERTIFICATION GMBH.</p>	<p>6 DEKRA 标志的使用</p> <p>6.1 如果DEKRA标志出现在颁发的证书上、DEKRA-seal或文件上，那么本认证通用条款的第5章将适用。否则客户无权使用 DEKRA CERTIFICATION GMBH 以及 DEKRA CERTIFICATION GMBH 关联公司的名称，或 DEKRA 标志。</p> <p>6.2 客户不能在使用 DEKRA 标志时给出如下印象：它与 DEKRA CERTIFICATION GMBH 有企业关系或类似的关系，或者它是公法或类似的法律下 DEKRA CERTIFICATION GMBH 的关联企业或类似关系，或者它能够代表 DEKRA CERTIFICATION GMBH 或者其关联企业，或其对 DEKRA CERTIFICATION GMBH 或其关联企业有义务。</p>
<p>7 Use of the logo of an Accreditation Body / Standard provider</p> <p>7.1 The client is not entitled to use the DAkkS logo .</p>	<p>7 认可机构 / 标准提供者标志的使用</p>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

<p>7.2 The logo of other accreditors/standard providers may only be used if this has been contractually agreed separately.</p>	<p>7.1 客户无权使用 DAkKS 标志。 7.2 除非在合同中有单独的约定，才可以使用其它认可机构/标准提供者的标志。</p>
<p>8. Client obligations</p> <p>Non-compliance with the obligation named in this § 8 can lead to performance becoming impossible and the auditor and/or the certification process needing to be discontinued. In the event of discontinuation of the audit § 3.2.3 applies. In the event of a serious breach of the named obligations DEKRA CERTIFICATION GMBH is entitled to termination of the contract for good cause and withdrawal of the certificate and/or the DEKRA-seal on the basis of the more detailed provisions in § 5.11. Further compensation and other claims are unaffected.</p> <p>8.1 Audit preparation</p> <p>Before the audit the client will prepare all the documentation/information required for the audit and the certification in general or by DEKRA CERTIFICATION GMBH beyond this and will make it available in good time, at the latest at the time of the audit.</p> <p>8.2 Audit execution</p> <p>8.2.1 The client undertakes to provide DEKRA CERTIFICATION GMBH with all the required and relevant information, references and documents for the audits, general certification and otherwise truthfully, fully and on time. Documents must either be provided as copies or inspection must be facilitated, as well as to make all necessary arrangements to provide access to the relevant equipment, the location(s), the area(s) and personnel, and the client's subcontractors. The client is obliged to provide at least representative samples of documents in accordance with further demands from DEKRA CERTIFICATION GMBH. The client will pay any costs associated with the provision. The client must draw attention to all processes and circumstances that could be important in the execution of the order of his own account. The client or suitable employees named by him must be available for the duration of the entire audit for enquiries.</p> <p>8.2.2 The client is responsible for the maintenance of any relevant confidentiality or discretion obligations and data protection obligations when disclosing information to the auditor.</p> <p>8.2.3 The client is obliged to provide the auditors with suitable rooms to carry out the audit on site.</p> <p>8.3 Surveillance phase</p> <p>After receiving the certificate the client undertakes to ensure that the prerequisites for the currently valid law, standard or system that are attested in the certificate are maintained for the entire period of the validity of the certificate and that these are inspected in audits in accordance with the detailed provisions in this contract. The client is obliged to fulfil the Certification Requirements and to immediately inform DEKRA CERTIFICATION GMBH at any time of changes that could affect the fulfilment of the requirements of the granting or maintenance of the certification. Such changes are, for example, those relating to: a) the legal, commercial, organizational status or ownership; b) organization and management (e.g. key managerial, decision-making or technical staff); c) contact address and sites; d) scope of operations under the certified management system; e) major changes to the management system and processes.</p> <p>8.4 Mandatory cooperation in the case of health and safety management systems</p> <p>The client herewith undertakes to notify DEKRA CERTIFICATION GMBH without delay, should any of the following occur, in particular:</p> <ul style="list-style-type: none"> ➢ major events in connection with health and safety, such as serious accidents ➢ serious breaches of health and safety regulations that require the involvement of the corresponding regulatory authority. <p>Irrespective of the involvement of the corresponding regulatory authority, a special inspection/audit may be necessary. The purpose of this will be to determine whether the management system has been impaired and will continue to function effectively. If the client refuses to undergo a special inspection/audit, DEKRA CERTIFICATION GMBH reserves the right to withdraw from the contract and to rescind any corresponding certification decision.</p>	<p>8. 客户义务</p> <p>任何不符合第 8 章中规定的义务的情形可能会导致无法执行并且审核员和/或认证过程中就需要停止。如果发生停止审核的事件，第 3.2.3 条将适用。如果发生了严重违反规定的义务的事件，DEKRA CERTIFICATION GMBH 将有权以正当理由终止合同，并根据第 5.11 条的详细规定，撤销证书和/或 DEKRAseal。进一步的赔偿和其他索赔权利不受影响。</p> <p>8.1 审核准备</p> <p>审核之前，客户应根据 DEKRA CERTIFICATION GMBH 的要求准备好审核或认证所需的所有文件/信息，确保其能及时提供，至少在审核时能够提供给 DEKRA CERTIFICATION GMBH。</p> <p>8.2 审核实施</p> <p>8.2.1 客户承诺向 DEKRA CERTIFICATION GMBH 真实、完整、及时地提供所有审核和认证所需的相关信息，参考标准和文件。文件必须以复印件或易于检查的方式提供。客户必须做好所有必要的安排以进入或者接触相关设备、地点、区域和人员，以及客户的承包商。客户有义务按照 DEKRA CERTIFICATION GMBH 的进一步要求，提供有代表性的文件抽样。客户将承担所有与提供信息相关的任何费用。客户必须关注所有执行订单中重要的过程和环境。客户或者以其名义工作的适当的员工在整个审核过程中应该保持在岗，配合审核问询。</p> <p>8.2.2 当向审核员披露信息时，客户应负责保持任何相关保密性和谨慎义务以及数据保护的义务。</p> <p>8.2.4 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>8.3 监督审核阶段</p> <p>客户收到证书后，应承诺确保根据现行有效的法律，标准或系统，使在证书中证明的先决条件在整个证书有效期内得以保持，并且所有这些条件根据本合同中约定的条件，在审核中得到检查。客户有责任满足认证要求，并在任何时候发生可能影响满足批准或保持的认证要求的变化时，立即通知 DEKRA CERTIFICATION GMBH。这些变化是有关，例如，a) 法规、商业、组织状态或者所有权; b) 组织和管理（如关键的管理、认证决定、技术人员）; c) 合同地址和地点; d) 认证管理体系下的运作范围; e) 管理体系和过程重大变化。</p> <p>8.4 职业健康安全管理体系强制要求</p> <p>如果客户发生需要相关政府部门介入的情况，尤其是下述情况，必须及时通知 DEKRA CERTIFICATION GMBH:</p> <ul style="list-style-type: none"> ➢ 与健康和安全有关的重大事项，如严重事故 ➢ 严重违反健康和安法规 <p>无论相关政府部门是否介入，可能需要进行一次特殊检查/审核。此检查/审核的目的是确定管理体系是否被削弱，体系能否继续有效运行。如果客户拒绝接受这一特殊检查/审核，DEKRA CERTIFICATION GMBH 保留撤销合同和相应认证决定的权利。</p> <p>”</p>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

<p>9 Complaints and appeals against DEKRA CERTIFICATION GMBH</p> <p>The customer has a right of complaint and objection with regard to certification activities that are the responsibility of DEKRA CERTIFICATION GMBH. The complaint or objection shall be addressed in writing to DEKRA CERTIFICATION GMBH.</p> <p>DEKRA CERTIFICATION GMBH shall confirm to the complainant or objector that the complaint or objection has been received and that it will deal with it.</p> <p>DEKRA CERTIFICATION GMBH shall inform the complainant or opponent of the result and the termination of the complaint or objection procedure.</p>	<p>9.针对DEKRA CERTIFICATION GMBH的投诉</p> <p>客户有权利对 DEKRA CERTIFICATION GMBH 的认证活动进行投诉和反对。投诉或反对应以书面向 DEKRA CERTIFICATION GMBH 提出。</p> <p>DEKRA CERTIFICATION GMBH 应向投诉者或者反对者确认其是否收到了投诉或反对，并将进行处理。</p> <p>DEKRA CERTIFICATION GMBH 应通知投诉者或反对者其处理结果，以及其投诉或反对处理程序的中止。</p>
<p>10. Confidentiality and data protection</p> <p>10.1 Confidentiality</p> <p>10.1.1 'Confidential Information' describes all technical, financial, legal and fiscal information relating to design, inventions, marketing or other information (including data, diagrams and know-how) that is supplied to DEKRA CERTIFICATION GMBH by the client in direct or indirect relation to the contract or that DEKRA CERTIFICATION GMBH becomes aware of in another manner.</p> <p>10.1.2 Information is not termed Confidential if:</p> <ul style="list-style-type: none"> ➢ It is already public knowledge at the time when DEKRA CERTIFICATION GMBH becomes aware of it or if it became public knowledge after this without violation of this agreement; ➢ DEKRA CERTIFICATION GMBH already knew it at the time when it became aware of it; ➢ DEKRA CERTIFICATION GMBH received it from a third party before entering into this agreement or received it from a third party afterwards without violation of this agreement where the third party received the confidential information legally and did not violate a binding confidentiality obligation through its transfer; ➢ DEKRA CERTIFICATION GMBH developed it without the use of Confidential Information. <p>10.1.3 DEKRA CERTIFICATION GMBH will keep Confidential Information strictly confidential and not make it available to third parties by disclosure or otherwise and take suitable measures to protect the Confidential Information. DEKRA CERTIFICATION GMBH may only use Confidential Information for the purpose of the preparation, estimation and execution of the contract and may not use it otherwise for its own benefit or for the benefit of third parties.</p> <p>10.1.4 DEKRA Certification GmbH may disclose Confidential Information to associates with or without employee status, associated companies in accordance with §§ 15 et seq. of the German Code on Corporations and their staff with or without employee status and advisors who are obliged to maintain confidentiality where they are each subject to a relevant obligation to maintain confidentiality.</p> <p>DEKRA CERTIFICATION GMBH may disclose Confidential Information to associates with or without employee status, associated companies in accordance with the Chinese Company laws and regulations and their staff with or without employee status and advisors who are obliged to maintain confidentiality where they are each subject to a relevant obligation to maintain confidentiality.</p> <p>10.1.5 Confidentiality obligations are not valid if</p> <ul style="list-style-type: none"> ➢ The client has agreed to the disclosure of Confidential Information to a third party for a concrete individual case in writing in advance; ➢ DEKRA CERTIFICATION GMBH is obliged to disclose the Confidential Information by law, by court decision, the decision of an authority or other state body or based on the regulations of an Accreditation Body. <p>10.1.6 DEKRA CERTIFICATION GMBH is entitled to keep copies of the written documents transferred to DEKRA CERTIFICATION GMBH for inspection or for execution of the order for its records. The client expressly states that he agrees that DEKRA CERTIFICATION GMBH will provide the name/company name of the client, the usage object that the client may use (with identification method, e.g. ID number), validity of the usage object and other certificate-relevant information on the Internet for open access.</p> <p>10.1.7 If DEKRA CERTIFICATION GMBH provides Confidential Information to third parties in accordance with these GCC or other agreements with the client then DEKRA CERTIFICATION GMBH will inform the client of this where possible and permitted.</p> <p>10.1.8 In the event of a complaint relating to the client then DEKRA CERTIFICATION GMBH, the client and the complainant will agree on the publication of any Confidential Information, especially the subject of the complaint and its resolution.</p> <p>10.1.9 DEKRA CERTIFICATION GMBH is entitled to retain information for the</p>	<p>10. 保密性和数据保护</p> <p>10.1 保密性</p> <p>10.1.1“保密信息”指由客户提供给DEKRA CERTIFICATION GMBH，与合同有直接或间接关系，或者以DEKRA CERTIFICATION GMBH意识到的其它方式提供的，与设计、发明、市场营销或其他信息（包括数据，图表和技术诀窍）有关的所有技术，财务、法律和财务信息。</p> <p>10.1.2在下述情况下，信息不再被视为保密：</p> <ul style="list-style-type: none"> ➢ 当DEKRA CERTIFICATION GMBH得到信息时，信息已经是公开知识，或者在不违背本协议情况下成为公开知识； ➢ 在DEKRA CERTIFICATION GMBH得到信息时，已经知道信息； ➢ DEKRA CERTIFICATION GMBH在签订本协议前已从第三方收到信息或者在不违背本协议的情况下从第三方收到信息，该第三方合法地收到保密信息，并且对其转让信息没有违背相应的保密义务； ➢ DEKRA CERTIFICATION GMBH在没有使用保密信息情况下开发了信息。 <p>10.1.3 DEKRA CERTIFICATION GMBH将对保密信息严格保密，并不以披露或其他方式向第三方透露，并且将采取合理措施保护保密信息。DEKRA CERTIFICATION GMBH仅可以出于合同的准备，评估和执行目的使用保密信息，并且不能出于自己的利益或第三方的利益使用保密信息。</p> <p>10.1.4 DEKRA Certification GmbH 可根据第15条及以下条款向具有或不具有员工身份的关联公司披露机密信息。德国关于公司及其具有或不具有雇员身份的员工和有义务保密的顾问的法典，他们每个人都有保密的相关义务。</p> <p>10.1.5 如果发生下述情况，保密义务无效：</p> <ul style="list-style-type: none"> ➢ 客户已经事先以书面形式同意就具体个例向第三方进行披露保密信息； ➢ 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透露保密信息。 <p>10.1.6 为检查或者执行订单而需要的记录，DEKRA CERTIFICATION GMBH有权保留传给DEKRA CERTIFICATION GMBH的书面副本。客户明确同意DEKRA CERTIFICATION GMBH在因特网上公开提供客户的姓名/公司名，客户可以使用的使用对象（包括识别方法，例如ID号），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>10.1.7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> <p>10.1.8 在涉及客户的投诉中，DEKRA CERTIFICATION GMBH，客户和投诉方将同意保密信息的公布，特别是投诉主体和解决方案。</p>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

<p>purpose of orderly records management and archiving, even after the end of the contract with the client.</p>	<p>10.1.9 为有序的管理记录和存档, 即使在与客户的合同终止后, DEKRA CERTIFICATION GMBH也有权保留信息。</p>
<p>10.2 Data protection</p> <p>10.2.1 DEKRA CERTIFICATION GMBH undertakes to observe the statutory data protection regulations.</p> <p>10.2.2 DEKRA CERTIFICATION GMBH is permitted to publish address data of the client and facts that are relevant for the certificate within the framework of the publication obligations by law or prescribed by the Accreditation Bodies. DEKRA CERTIFICATION GMBH will also maintain a reference list with all certificate holders. The list will also be provided to third parties.</p>	<p>10.2 数据保护</p> <p>10.2.1 DEKRA CERTIFICATION GMBH应遵从法定的数据保护法规。</p> <p>10.2.2 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>11. Prices</p> <p>DEKRA CERTIFICATION GMBH has calculated the prices agreed in the contract on the basis of the company information from the client. If circumstances within the client's company change or if the applicable laws, standards and regulations change then the contents of the audit that needs to be performed and of the certificate can also change.</p> <p>Should there be any qualitative/quantitative changes to the status of the organisation of the client that differ from those of the organisational status at time of issue of our offer (e.g. changes to numbers of employees/sites, new activities), the client is obligated to inform DEKRA CERTIFICATION GMBH of these without delay. In the case of such changes, the agreed fees as calculated will be increased/reduced as appropriate to the extent of these changes. In any case of doubt, the increase/reduction in fees will be based on the payment rates quoted in the contractual price list.</p>	<p>11. 价格</p> <p>DEKRA CERTIFICATION GMBH基于客户提供的公司信息计算价格。如果客户的公司情况发生变化或者相应的法律, 标准和规则发生变化, 则需要执行的审核和证书内容也会改变。</p> <p>如果客户提供的组织状态信息有定性或者定量的变化, 从而与我们发出订单时不同(如员工人数、现场数量的变化; 新的活动), 客户有义务及时通知DEKRA CERTIFICATION GMBH。出现这种变化时, 已经计算的价格将会增加或者减少到与变化相适宜的程度。在有任何怀疑的情况下, 费用的增减将基于合同报价价格表中的支付费率。</p>
<p>12. Internal Audits, Second Party Audits and Multisite procedure</p> <p>12.1 For internal audits and second party audits these GCC are valid with the exception of §§ 4 (certification process structure) and 7 (use of the logo of an Accreditation Body).</p> <p>12.2 If a third party needs to be inspected / evaluated in the course of the second party audit and if DEKRA CERTIFICATION GMBH has not agreed its own contract with the third party to be inspected/evaluated then the client will obligate this third party to observe these GCC as if the third party were the client himself.</p> <p>12.3 In multisite procedures, the headquarters entity is obliged to ensure compliance of all multisite members with these GCC.</p>	<p>12. 内审, 二方审核和多场所认证程序</p> <p>12.1 对于内审和二方审核, 除了第4款(认证程序结构)和第7款(认可机构的标志使用)之外, 本认证通用条款依旧适用。</p> <p>12.2 如果第三方在二方审核过程中需要被检查/评估, 同时, DEKRA CERTIFICATION GMBH 还没有与这个被检查/评估的第三方之间有合同, 那么客户有义务要求第三方遵守本认证通用条款), 即使第三方是客户自己。</p> <p>12.3 在多场所认证程序的前提下, 总部实体有义务确认所有多场所成员符合本认证通用条款。</p>
<p>13. Subcontracting</p> <p>The client agrees to the use of subcontractors by DEKRA CERTIFICATION GMBH. However the Certification Decision is always made by DEKRA CERTIFICATION GMBH itself.</p>	<p>13. 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>14. Change of the contractual terms</p> <p>14.1 DEKRA CERTIFICATION GMBH has the right to change the contractual terms if and when to change the Certification Requirements in a manner that DEKRA CERTIFICATION GMBH is only under the amended contractual terms in a position to provide their contracted services in accordance with the Certification Requirements.</p> <p>14.2 DEKRA CERTIFICATION GMBH will inform the client about any amendments to the contractual terms within a reasonable period of at least three months. The client has the possibility to object to the change of the contractual terms within the prescribed period. If the client does not object within that period, the amended contractual terms shall be agreed and applied between the Parties. In case the client objects both Parties have the right to terminate the contract with a notice period of one month from the receipt of the objection at DEKRA CERTIFICATION GMBH.</p>	<p>14. 合同条款的变更.</p> <p>14.1 如果(当)认证要求发生变化时, DEKRA CERTIFICATION GMBH有权利变更合同条款, 且DEKRA CERTIFICATION GMBH 仅在修订的条款下提供服务满足认证要求的服务。</p> <p>14.2 DEKRA CERTIFICATION GMBH应在合理的期限内(至少3个月)通知客户合同条款的变更。客户有在规定的期限内拒绝合同条款变更的可能。如果客户未在规定时间内拒绝, 变更的合同条款将视为双方同意并生效。当客户拒绝接受合同条款的变更时, 双方都有在DEKRA CERTIFICATION GMBH收到客户的拒绝开始的一个月内通知对方终止合同的权利。</p>
<p>15. Invalidity of a regulation</p> <p>In the event that one or several of the regulations in these certification conditions is invalid then the statutory regulation is agreed in its place. Where no statutory regulation exists the parties undertake to agree on a new, valid regulation that comes closest to the invalid regulation. The validity of the remaining regulations is unaffected.</p>	<p>15. 规则的失效</p> <p>当本认证通用条款中的一条或几条认证则失效的情况下, 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>

General Conditions of Certification (GCC) of DEKRA Certification GmbH for system Certification

Appendix: DEKRA-seal sample /DEKRA 认证标志

