



Terms of Service	通用服务条款
1. BSI will perform the services described and in accordance with the Proposal and these terms of service (Contract).	1. BSI 将依据意向书及本通用服务条款（“本合同”）提供服务。
2. These terms of service, together with any terms set out in the Proposal, are the only terms that will govern the Contract. Any terms contained in or incorporated by reference in any acknowledgements, confirmations, standard forms, purchase orders or any other documents issued by either party, or implied by trade custom, practice or course of dealing, other than those permitted within these terms of service, will not apply.	2. 本通用服务条款，连同意向书中载明的任何条款，构成本合同适用的唯一条款。除本通用服务条款中允许适用的条款外，任何一方出具的确认书、证明书、标准形式、采购订单或任何其他文件中包含或通过援引纳入的任何条款，或贸易惯例、实践或交易过程中隐含的任何条款均不适用。
3. If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client's standard conditions of purchase or any other document stated to be relating to BSI's services or the Contract, the provisions of the Contract will prevail.	3. 如果本合同的任何规定与任何主服务协议、采购方案、客户的标准采购条件，或与 BSI 服务或本合同相关的任何其他文件存在不一致，以本合同条款为准。
4. Notwithstanding clause 2, BSI may amend these terms of service from time to time and will notify Client accordingly when this takes place. On receipt of such notice, Client may reject any amendment and terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice Client is deemed to have accepted the amended terms.	4. 即使有第 2 条规定，BSI 可以不时对本通用服务条款进行修改并将通知客户该等修改。在收到修改通知后，客户可拒绝修改并应提前 30 天书面通知 BSI 终止本合同。若客户未提供该书面通知，则视为客户已接受修改的条款。
5. Without prejudice to clause 4, no amendment or variation to the Contract will be valid unless agreed in writing between the parties.	5. 在不影响第 4 条的前提下，除非双方达成书面协议，否则对本合同的任何修改或变更均无效。
6. The Contract will commence on the date Client	6. 本合同将于客户签署（可通过电子确认或其他方



signifies agreement to the Contract (which may be through electronic confirmation or otherwise).	式) 之日生效。
7. BSI will provide its services in compliance with:	7. BSI 将严格遵循下列相关要求提供服务：
a. all applicable legislation and regulations;	a. 所有适用的法律和法规；
b. all relevant international standards that govern the provision of accredited certification services;	b. 所有对提供经认可的认证服务进行规范的相关国际标准；
c. any relevant standard, private standard or code of practice expressly governing the services in this Contract; and	c. 任何明确规范本合同所约定服务的相关标准、专有标准或行为准则；及
d. BSI Group' s Code of Business Ethics which can be found on our website https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf	d. 在 BSI 的网站 https://www.bsigroup.com/globalassets/localfiles/en-id/policy/bsi-code-of-business-ethics.pdf 公布的 BSI 集团的商业道德准则。
8. Appropriately qualified personnel will perform the services and determine the outcome of assessments and reviews, and BSI may change such personnel at any time.	8. 具备适当资格的人员将提供服务并确定审核和评审的结果，且 BSI 可随时更换此类人员。
9. Client will promptly provide to BSI (throughout the duration of the Contract):	9. 客户应及时向 BSI（在本合同有效期内）提供：
a. complete and accurate information (including any and all documents) relevant to the services including any updates;	a. 与服务相关的完整而准确的信息（包括任何及所有文件），亦包括任何更新；
b. immediate notification of any event which may adversely affect the outcome or continued use of any BSI service or which if left unattended may cause BSI to misrepresent compliance with clauses 7.a, 7.b or 7.c above;	b. 针对可能对 BSI 服务结果或持续使用 BSI 服务产生不利影响或者如果不加注意会导致 BSI 被误认未遵守上述第 7.a,7.b 或 7.c 条规定的任何事件，进行即时通知；
c. responses to all relevant and reasonable queries of BSI at any time and reasonable assistance including access to premises to permit BSI to investigate third party	c. 对 BSI 随时提出的所有相关且合理的询问进行答复并提供合理协助，包括准许 BSI 进入营业场所调查针对客户所使用服务的第三方投诉；



complaints of Client' s use of the services;	
d. access to its sites and availability of appropriate personnel on dates agreed with BSI and at any other time for BSI' s unannounced visits if so required to comply with clauses 7.a, 7.b or 7.c above;	d. 在与 BSI 商定的日期，以及为满足上述第 7.a,7.b 或 7.c 条规定，在任何其他未经通知的时间，准许 BSI 进入其现场并配备适当的人员；
e. access to any third party site reasonably required by BSI to comply with clauses 7.a, 7.b or 7.c above (and Client undertakes to BSI that it will obtain the third party' s consent for BSI to gain such access);	e. 为满足上述第 7.a,7.b 或 7.c 条规定，应 BSI 合理要求，准许其进入任何相关第三方的现场（客户向 BSI 保证将获得第三方同意准许 BSI 进入）；
f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any audit by BSI;	f. 在 BSI 进行任何审核前，提供针对进入其现场的来访者的所有健康与安全规则、安保和其他要求的详细信息；
g. notification of third-party complaints received by Client in respect of Client' s product or services relevant to this Contract and steps taken to resolve them; and	g. 客户所收到的与本合同相关的客户产品或服务的第三方投诉通知，以及解决投诉所采取的措施；及
h. for hybrid or remote audit services, such technical capabilities on site as are reasonably required to support the requirements of the audit as may be notified to Client in advance. This will include access to a wireless internet connection of sufficient bandwidth and reliability so as to allow video communication between BSI personnel on and off-site and consent for BSI personnel to engage in such communications (including the communication of any ancillary images from Client site).	h. 对于混合或远程审核服务，BSI 将事先通知客户审核所需的现场技术保障要求。包括提供带宽充足且可靠的无线互联网连接，以允许现场和场外的 BSI 人员之间进行视频通讯，及同意 BSI 人员参与该等通讯（包括从客户现场传送任何辅助图像的通讯）。
10. Client will take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the services.	10. 客户将采取一切必要措施以消除或补救服务过程中的任何障碍或中断。
11. BSI will not investigate or confirm the truth,	11. BSI 并不调查或确认客户所提供的任何信息的真实



<p>accuracy or completeness of any information provided by Client and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client arising out of any incomplete or inaccurate information.</p>	<p>性、准确性或完整性，BSI 不对任何因不完整或不准确的信息而对客户造成的损失、费用或损害承担责任。</p>
<p>12. Audit services may be delivered on location, remotely or in hybrid fashion, as determined by BSI. During hybrid or remote audits BSI may record or store any video communications and any personal data in such communications will be processed in accordance with clause 32.</p>	<p>12. 根据 BSI 的决定，审核服务可以现场、远程或以混合方式提供。在混合或远程审核期间，BSI 有权记录或存储任何视频通讯，且将根据第 32 条处理该等通讯中的任何个人数据。</p>
<p>13. Client warrants, undertakes and represents to BSI that all documentation, information and material made available by Client to BSI under the Contract, and BSI's use of the same, does not infringe the intellectual property rights of any third party.</p>	<p>13. 客户向 BSI 保证、承诺和声明，客户根据合同向 BSI 提供的所有文件、信息和材料以及 BSI 使用该等文件、信息和材料，均不会侵犯任何第三方的知识产权。</p>
<p>14. If Client wishes to change the date of an audit, it must provide BSI with at least 30 days' written notice of its intention to do so.</p>	<p>14. 若客户希望变更审核的日期，应提前至少 30 天书面通知 BSI。</p>
<p>15. Client acknowledges that regulatory third-party observers may accompany BSI from time to time during an audit (including where the audit is conducted remotely) and BSI will endeavour to subject them to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will endeavour to provide the identity of such observer prior to any audit. Client will not be charged any additional fees for such observer.</p>	<p>15. 客户确认，具有监管职能的第三方观察人员可在审核过程（包括远程审核的情况）中全程陪同 BSI 人员，BSI 将尽力促使其承担与本合同项下 BSI 应向客户承担的同等保密义务。在进行任何审核前，BSI 将尽力提供此类观察人员的身份信息。对于此类观察人员，将不向客户收取额外费用。</p>
<p>16. BSI personnel may abort an audit while on Client's site without BSI being in breach of Contract if BSI personnel experience threatening behaviour or abuse, believe there is a risk to their</p>	<p>16. 若 BSI 人员受到威胁或苛待，认为存在安全风险或客户未遵守相关的健康和规则，BSI 人员有权中止在客户现场的审核，该等中止不构成 BSI 对合同的违约。</p>



safety or if Client does not comply with relevant health and safety rules.	
17. BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable opinion Client does not comply with the requirements of such law, standard, rule or scheme, or fails to comply with any of its obligations under the Contract, or uses BSI' s services in such a manner that may be misleading or that may bring BSI into disrepute.	17. 若 BSI 合理认为，客户未遵守任何法律、标准、规则或方案的要求，或未履行本合同项下的任何义务，或以可能具有误导性或影响 BSI 声誉的方式使用 BSI 的服务，BSI 可拒绝颁发任何证明符合法律、标准、规则或方案要求的证书或其他文件，或者撤销或暂停已颁发的此类证明或其他文件。
18. The report produced by BSI in the course of providing the services will constitute the sole deliverable for the services and BSI will have no obligation to update the report after its issuance, save where Client reasonably requires updates in relation to incomplete or inaccurate information contained in the report.	18. BSI 在提供服务过程中编制的报告将构成服务结束后的唯一交付物，且 BSI 在报告出具后没有更新报告的义务，除非客户合理地要求更新报告中包含的不完整或不准确的信息。
19. Unless BSI provides its prior written consent:	19. 除非 BSI 事先书面同意
a. Client will not:	a. 客户不得：
i. request from BSI or use any advice or materials, including any report, certificate, notes, e-mails or other documents issued by BSI in providing the services (Materials) for the purposes of litigation;	i. 为诉讼之目的向 BSI 索要或者使用任何建议或材料，包括由 BSI 出具的任何报告、证书、说明、电子邮件或提供服务（“材料”）过程中由 BSI 出具的其他文件；
ii. save for the Certificate, use or distribute the Materials for any purpose other than internal business improvement;	ii. 除证书以外，为内部业务改进以外的其他用途使用或分发材料；
iii. refer to the Materials in any document or make the Materials available to any person other than professional advisors who are assisting Client in relation to the services;	iii. 在任何文件中提及材料或将材料提供给除在服务方面协助客户的专业顾问之外的任何人；
b. the Materials (including any interim draft	b. 除客户外的任何人均不得依赖材料（包括任何临



<p>or other advice whether oral or written) will not be relied upon by anyone other than Client; and</p>	<p>时草稿或其他口头或书面建议)；及</p>
<p>c. Client will not name BSI or refer to BSI or the Materials or the services in any written materials (other than to Client's professional advisors), or any publicly filed documents unless required by law.</p>	<p>c. 除非法律要求，客户不得在任何书面材料（向客户的专业顾问提交的除外）或任何公开提交的文件中指明 BSI 或提及 BSI、BSI 提供的材料或服务。</p>
<p>This clause 19 will survive expiry or termination of the Contract.</p>	<p>本第 19 条在本合同期满或者终止后仍然有效。</p>
<p>20. BSI will at all times remain the owner of the intellectual property rights in the Materials. BSI grants to Client a limited, revocable, non-exclusive licence to display a certificate issued by BSI (Certificate) for so long as it remains valid, either under the terms of this Contract or on the face of the Certificate. Client will not use BSI's intellectual property rights in any Materials except solely to the extent permitted under the Contract.</p>	<p>20. BSI 将始终是材料的知识产权的所有者。BSI 授予客户有限的、可撤销的非独占许可，允许其根据本合同或证书中的条款，在 BSI 颁发的证书（“证书”）有效期内展示由 BSI 颁发的证书。除非在合同允许范围内，客户不得使用任何材料中 BSI 的知识产权。</p>
<p>21. For certification schemes owned or managed by third party organisations, BSI may include third party intellectual property rights which are governed by the requirements of such certification scheme. To the extent any such intellectual property rights are included in the Materials, the Client acknowledges and warrants that it shall only use these strictly in accordance with the relevant certification scheme's rules or governance.</p>	<p>21. 对于由第三方机构所有或管理的认证方案，BSI 可能纳入适用该认证方案要求的第三方知识产权。若该等知识产权被纳入至材料，客户确认并保证其只能严格遵守相关认证方案的规定或管理使用该等材料。</p>
<p>22. The licence referenced in clause 20 includes a non-exclusive licence for Client to display the BSI-owned logo (BSI Logo) or third party-owned logo as specified on the relevant Certificate, on or in</p>	<p>22. 第 20 条所述的许可包括展示 BSI 所有的标志（“BSI 标志”）或相关证书中明确的第三方所有的标志的非独占许可，该等展示应附着在与证书相关产品或服务上或与之共同展示，并且应符合本合</p>



<p>conjunction with the products or services to which the Certificate relates, in accordance with the terms of this Contract. Client may not sublicense or transfer the right to display any Certificate issued by BSI, BSI Logo or third party-owned logo to any other party. Client may not amend the content or change the appearance of the Certificate or the BSI logo. The licence in clause 20 ends on expiry or termination for any reason of the Contract or relevant Certificate. On expiry or termination, Client will cease all use of the relevant BSI Logo or third party-owned logo.</p>	<p>同项下规定。客户不得向任何其他方分许可或转让展示 BSI 颁发的证书、BSI 标志或第三方所有的标志的权利。客户不得修改证书或 BSI 标志的内容或变更其外观。第 20 条中的许可在本合同或相关证书到期或因任何原因终止时终止。在本合同或相关证书到期或终止之时，客户应停止以任何形式使用相关 BSI 标志或第三方标志。</p>
<p>23. All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client's use of any BSI Logo, or any Certificate or report issued by BSI, will vest in BSI and to the extent any such rights accrue to Client, Client hereby assigns them to BSI. Client will only display the BSI Logo in the form approved by BSI, in accordance with any guidelines and instructions provided by BSI from time to time and only in connection with the products and/or services as specified on the relevant Certificate.</p>	<p>23. 任何 BSI 标志的所有知识产权均归属于 BSI。客户使用任何 BSI 标志或由 BSI 出具的任何证书或报告获得的所有商誉均归属于 BSI，并且在客户获得该等权利的范围內，客户据此将其授予 BSI。客户只能以 BSI 认可的形式展示 BSI 标志，且应符合 BSI 不时提供的任何指导和说明，该等展示应只与相关证书中列明的产品和/或服务相关。</p>
<p>24. Client will not use, or apply for registration of, any trade mark which consists of, or comprises, or is confusingly similar to any BSI Logo or do, or omit to do, or permit to be done, any act that, in BSI's reasonable opinion, may weaken, damage or be detrimental to any BSI Logo or the reputation or goodwill associated with BSI.</p>	<p>24. 客户将不得使用或申请注册任何由 BSI 标志组成，包含 BSI 标志或易与其混淆的商标，从事、疏忽或默许他人做出任何 BSI 合理认为可能削弱、损害或使任何 BSI 标志或与 BSI 相关的声誉及商誉受到损害的行为。</p>
<p>25. To appeal the outcome of a certification service, Client must serve BSI with written notice of appeal in the manner and timeframe as prescribed by the relevant scheme or otherwise</p>	<p>25. 若对认证服务的结果进行申诉，客户应按相关方案或由 BSI 在其网站上另行规定的方式和期限，向 BSI 出具书面申诉通知。</p>



as prescribed by BSI on its website.	
26. Appeals relating to a certification decision are reviewed and considered in accordance with BSI's internal appeals procedure. The decision of BSI will remain in force pending the outcome of the appeal, which Client and BSI each agree will be final.	26. 与认证结果有关的申诉应根据 BSI 内部的申诉程序予以审核和评议。在申诉结果尚未公布时，BSI 的决定仍然有效，客户和 BSI 均同意申诉结果具有最终效力。
27. BSI may recover from Client all reasonable costs it incurs in connection with Client appealing the outcome of a certification decision where the outcome of that appeal finds in favour of BSI.	27. 若申诉结果有利于 BSI, BSI 有权向客户收取所有因处理申诉或与之相关而产生的合理费用。
28. For all certification services, BSI may disclose or put into the public domain, on a website or by any other means, Client's name, scope of certification, as well as details of the issuance, suspension, revocation or termination of a Certificate or licence.	28. 对于所有认证服务，BSI 可在网站或者通过其他方式披露、公开客户的名称、认证范围以及证书或许可的出具、中止、撤销或终止的详细信息。
29. Each party will keep the other party's information confidential for a period of 6 years from receipt and delete it thereafter and will not use or disclose it except in the following situations (in which case, the receiving party will notify the other party if legally able to and within a commercially reasonable time):	29. 自收到另一方信息之日起 6 年内，任意一方应对另一方的信息保密并且在期满后予以删除，除下列情况（在此类情况下，如合法可行，接收信息的一方应在商业上合理的时间内通知另一方）外，将不使用或披露任何该等信息：
a. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or	a. 应法律、任何政府部门、监管或认证机构或有管辖权的法庭的要求；或
b. to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.	b. BSI 合理认为，消费者的健康或安全可能面临风险而需要予以披露。
30. Notwithstanding clause 29:	30. 尽管有第 29 条规定：
a. BSI may:	a. BSI 有权
i. use the confidential information of the Client for the purpose of exercising or	i. 为行使或履行其在本合同项下的义务（包括在必要情况下，向认可机构提供在公共



performing its obligations under the Contract (including as necessary, providing to accreditation bodies such confidential information as is required in respect publication of Client' s certification on a public certification database); and	认证数据库中公布客户认证情况所需的该等保密信息) ，使用客户的保密信息；及
ii. disclose the confidential information to its affiliates, representatives, or subcontractors who shall be bound by the same confidentiality obligations as set forth in clause 29; and	ii. 将该等保密信息披露给 BSI 的关联方，代表或分包商，该等关联方、代表或分包商应遵守第 29 条项下的保密义务；及
b. either party may use or disclose the other party' s confidential information where that information is:	b. 任意一方可在下列情况下使用或披露另一方的保密信息，若该信息是：
i. generally available in the public domain;	i. 已进入公知领域的信息；
ii. lawfully acquired from a third party who owes no obligation of confidence in respect of the information;	ii. 从对信息不负有保密义务的第三方合法获得的信息；
iii. was available to the receiving party on a non-confidential basis prior to being disclosed by the other party; and/or	iii. 在被另一方披露前，接收信息的一方已在非保密的情况下获得的信息；及/或
iv. to the extent required by law, or by order or directive of any governmental or other regulatory authority or accreditation authority, or by a court or other authority of competent jurisdiction.	iv. 在法律要求范围内，或应任何政府部门、监管或认证机构的命令或指令，或有管辖权的法庭或其他机构的要求。
31. Clause 29 will not require either party to delete information that it is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction to which that party may be subject relevant to the services.	31. 第 29 条不得要求任意一方删除按照适用法律或者为满足监管机构或有管辖权的部门所提出的该方应遵守的与服务相关的要求而须保留的信息。
32. To the extent Client information includes	32. 针对客户信息所包含的个人数据，BSI 将只处理《隐



personal data, BSI will only process such personal data as set in our privacy notice available at https://www.bsigroup.com/zh-CN/about-bsi/legal/privacy-notice/ .	私声明》（在网址 https://www.bsigroup.com/zh-CN/about-bsi/legal/privacy-notice/ 可获取）中所述的个人数据。
33. Notwithstanding the provisions of clauses 29 and 32, BSI may convert Client information into an anonymised form. Whether by itself or in aggregate, BSI may analyse such anonymised data or otherwise commercially exploit such data for its business purposes.	33. 尽管有第 29 条和第 32 条规定，BSI 有权将客户信息进行匿名化处理。BSI 有权对该等匿名化处理后的数据进行单独或整体的分析或出于商业目的对该等数据进行利用。
34. BSI will, unless otherwise agreed, invoice Client at the end of the month for the services performed in that month.	34. 除非另行约定，BSI 将在当月结束时就该月份履行的服务向客户开具发票。
35. Client will settle all invoices within 15 days of date of issue.	35. 客户应在发票开具之日起 15 天内结清所有发票。
36. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client will provide the relevant invoice number and its customer account number (as stated on the invoice).	36. 付款仅可通过电汇方式汇入 BSI 在开具发票中列明的账户。付款时，客户应提供相关发票号及其消费者账号（如发票所注）。
37. If Client reasonably believes an invoice includes a sum which is not valid and properly due:	37. 若客户合理地认为发票包含无效且未适当到期的款项：
a. Client will notify BSI in writing within 5 days of receipt of the disputed invoice;	a. 客户应在收到争议发票后 5 天内书面通知 BSI；
b. Client will pay all non-disputed sums on the invoice in accordance with clause 35;	b. 客户应根据第 35 条支付发票中不存在争议的所有款项；
c. the parties will meet virtually within 10 days of notification under clause 37.a to attempt to resolve the dispute;	c. 双方应在客户根据第 37.a 条发出通知之日起 10 天内进行线上会面，以尝试解决争议；
d. where the parties are able to resolve the dispute, which the parties will negotiate in good faith, to the extent that Client is obliged to pay an amount, then the original payment	d. 若双方秉持诚信进行协商并能够解决争议，在客户有义务支付的款项范围内，争议发票原有的付款条件应继续有效，如同未出现任何争议；及



terms of the disputed invoice will continue to run as if no dispute had been raised; and	
e. where the parties are unable to resolve the dispute, BSI may terminate the Contract immediately on notice and Client will pay BSI all fees, charges and expenses incurred by BSI up until the date of termination with respect to Client.	e. 若双方无法解决争议，BSI 有权立即通知终止本合同，客户应向 BSI 支付截至合同终止日 BSI 产生的与客户相关的所有费用、收费和支出。
38. Client will pay BSI all fees, charges and expenses incurred by BSI with respect to enforcing its rights under this Contract in court.	38. 客户应向 BSI 支付法院执行 BSI 在本合同项下权利时发生的所有费用、收费和支出。
39. Failure to settle an invoice in accordance with the payment terms will permit BSI to charge interest in accordance with clause 43 from the original due date until the date of payment.	39. 若客户未能根据付款条件结算发票，BSI 将有权根据第 43 条规定收取自原到期日起至实际付款日止的利息。
40. Client will pay to BSI:	40. 客户应向 BSI 支付：
a. the fees for the services;	a. 服务费用；
b. the current rate for the time BSI is required to spend to carry out special visits or audits or investigate any third-party complaint, or any alleged non-compliance with the relevant standard, regulation or scheme;	b. 针对 BSI 被要求开展专门访问或审核或调查任何第三方投诉或者任何宣称不符合相关标准、法规或方案的情况，BSI 所花费的时间的现行费率；
c. the full fee for an audit if changed by Client on less than 30 days' written notice or for an audit aborted by BSI due to the grounds in clause 16 above;	c. 若客户以不足 30 天书面通知变更审核或 BSI 因上述第 16 条的原因中止审核，审核的全部费用；
d. the Annual Management Fee for every year or part year of the Contract (the Annual Management Fee is non-refundable should the Contract terminate during the course of a year for any reason);	d. 本合同所有或部分年份的年度管理费（无论本合同在年度内因任何原因终止，年度管理费不予退还）；
e. the Application Fee (the Application Fee is non-refundable should the Contract	e. 申请费（无论本合同因任何原因终止，申请费不予退还）；及



terminate for any reason); and	
f. an administration fee should Client request amendments to its details on a Certificate.	f. 若客户要求对证书细节进行修改，应收取手续费。
41. Notwithstanding anything to the contrary in these terms, BSI may increase its fees no more than twice annually in line with inflation plus 5%. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. Within 14 days of receipt of such notice, Client may terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice, Client is deemed to accept the higher increase.	41. 即使有相反规定，BSI 有权随通货膨胀提高 5% 的费用，每年不超过两次。BSI 可以超过该幅度提高其费用，但应提前书面通知客户。在收到该等通知后 14 天内，客户可以提前 30 天书面通知 BSI 终止合同。若客户未发出该书面通知，则视为客户接受 BSI 提高费用。
42. BSI' s fees are exclusive of sales, value added tax or other applicable taxes and/or surcharges, which the Client shall pay in addition to the fees, and such payments shall be paid without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). BSI may increase its fees if:	42. BSI 的费用不包括营业税、增值税或其它适用的税费和/或附加费用，客户应另行支付该等费用。该等费用应在无任何抵销、反索赔、扣减或预扣的情况下支付（法律要求扣减或预扣税项的情况除外）。在下列情况下，BSI 有权增加费用：
a. Client' s instructions change or are found to be not in accordance with the initial details supplied to BSI prior to BSI providing the initial quote contained in the Proposal; or	a. 在 BSI 提供意向书中的初始报价前，客户的指示发生变化或被发现与其向 BSI 提供的初始详情不一致；或
b. any unforeseen problems or expenditure arise in the course of carrying out the services,	b. 在提供服务过程中，出现任何不可预见的问题或支出，
in which case, BSI will be entitled to charge additional fees to cover the additional time and cost incurred to complete the services.	在该等情况下，BSI 有权收取额外费用以支付完成服务所产生的额外时间和成本。
43. BSI may charge interest on overdue amounts at the rate of 4% a year above the central bank base rate in the People' s Republic of China, accruing	43. BSI 可以对逾期金额收取利息，按照高出中华人民共和国中央银行基准利率 4% 的年利率收取，按日生息，按季计算复利。



on a daily basis compounded quarterly.	
44. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately.	44. 本合同因任何原因终止之时（除由于 BSI 违反合同外），所有应付未付费用应立即支付。
45. Nothing in this Contract will limit or exclude either party's liability to the other for:	45. 本合同项下任何规定均不得限制或排除任一方对另一方就以下情况所应承担的责任：
a. death or personal injury caused by its negligence;	a. 因其过失所造成的死亡或者人身伤害；
b. fraud or fraudulent misrepresentation; or	b. 欺诈行为或欺诈性虚假陈述；或
c. any other liabilities or losses that cannot be legally limited or excluded by law.	c. 任何根据法律不能被限制或排除的责任或者损失。
46. Subject to clause 45, and to the maximum extent permitted by law, BSI will not be liable to Client for:	46. 受限于第 45 条规定，在法律允许的最大范围内，就以下情况 BSI 不对客户承担责任：
a. any loss of profit, loss or damage to goodwill, loss of or corruption of software, data or information, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and	a. 任何利润损失、商誉损失，软件、数据或信息损毁，销售或业务损失，协议或合同损失，预期可节省的开支未获节省或任何由合同引起的或与合同相关的间接或附随性损失，无论是合同争议、侵权行为（包括过失）、法定义务的违反或其他事由；及
b. any loss, damage or expense arising from:	b. 因以下情况所产生的任何损失、损害或费用：
i. a failure by Client to comply with any of its obligations under the Contract;	i. 客户未能遵守其在合同项下的义务；
ii. any actions taken or not taken on the basis of the Materials;	ii. 任何基于材料应采取或未采取的行动；
iii. any incorrect results or Materials arising from unclear, erroneous, incomplete, misleading or false information provided to BSI by Client.	iii. 任何因客户提供给 BSI 的不清楚、不准确、不完整、误导性或错误的信息而导致结果或材料不正确的。
47. Subject to clause 45, and to the maximum extent	47. 受限于第 45 条规定，在法律允许的最大范围内，



<p>permitted by law, the total liability of BSI to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will not exceed an amount equal to the annual fees payable by Client under the Contract. This limitation of BSI's liability will survive termination of the Contract.</p>	<p>BSI 对客户承担的全部责任，无论是由本合同引起的或与本合同相关的任何合同争议、侵权行为（包括过失）、法定义务的违反或者其他事由，将不超过本合同项下客户每年度应付费用的总金额。该等对 BSI 责任的限制在本合同终止之后仍然有效。</p>
<p>48. Upon termination or expiration of the Contract, the obligations which by their nature are intended to survive expiration or termination shall survive.</p>	<p>48. 本合同终止或期满后，根据其性质应在期满或终止后继续有效的义务应继续有效。</p>
<p>49. Except for proven fraud or gross negligence by BSI, Client will indemnify and hold harmless BSI against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by BSI arising out of or in connection with any claim made against BSI by a third party arising out of or in connection with:</p>	<p>49. 除经证实 BSI 存在欺诈或重大过失外，客户应赔偿并使 BSI 免于因第三方面对 BSI 提起的索赔或与下列情况相关的任何索赔，遭受或招致任何责任、费用、支出、损害和损失（包括但不限于任何直接、间接或附随性损失、声誉损失及所有利息、罚款和法律费用（在全额赔偿的基础上计算）以及所有其他合理的专业费用和支出）：</p>
<p>a. BSI performing the services;</p>	<p>a. BSI 履行服务；</p>
<p>b. the subject matter of the certification;</p>	<p>b. 认证事项；</p>
<p>c. breach by Client of clause 20 or 21; or</p>	<p>c. 客户违反第 20 条、第 21 条规定；</p>
<p>d. clause 19.</p>	<p>d. 符合第 19 条规定的情形。</p>
<p>50. Either party may terminate the Contract at any time by giving the other party not less than 3 calendar months' written notice of its intention to do so.</p>	<p>50. 任一方均可随时终止本合同，但应于至少 3 个日历月前书面通知另一方。</p>
<p>51. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the</p>	<p>51. 在不影响根据本合同已产生的任何权利的前提下，在以下情形下，BSI 可通知终止本合同以及客户与</p>



Contract, and any other Contract Client has with BSI or BSI group companies, with immediate effect by notice:	BSI 或 BSI 集团公司签订的任何其他合同并立即生效:
a. if Client breaches any material obligation and such breach remains unremedied after 30 days from the date of notification of such breach by BSI; or	a. 如果客户违反任何重大义务并且自 BSI 对该违约行为发出通知之日起 30 天内仍未就该等违约行为采取补救措施; 或
b. if Client commits a material breach which is incapable of remedy; or	b. 如果客户有重大违约无法补救; 或
c. if Client challenges the validity or ownership of any BSI intellectual property rights; or	c. 如果客户质疑任何 BSI 的知识产权的有效性或所有权; 或
d. should BSI have reasonable grounds for believing that Client does not comply with the requirements of any law, standard or scheme applicable to its services; or	d. BSI 有合理理由认为客户未遵守适用于其服务的任何法律、标准及方案的要求; 或
e. if, in the reasonable opinion of BSI:	e. 如果 BSI 合理认为:
i. Client acts in such a manner that may bring BSI into disrepute;	i. 客户以可能影响 BSI 声誉的方式行事;
ii. the provision of the services to the Client may bring BSI into disrepute; or	ii. 向客户提供服务可能会影响 BSI 的声誉; 或
iii. the Client is likely to satisfy the provisions set out in clause 52 (a – e).	iii. 客户可能符合第 52 条 (a) 至 (e) 项规定的情形。
f. if, in the reasonable opinion of BSI, BSI is unable to comply with clause 7.	f. 如果 BSI 合理认为, BSI 无法遵守第 7 条规定。
52. Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party:	52. 在不影响根据本合同已产生的任何权利的前提下, 若一方发生下列情况, 另一方可立即终止本合同:
a. is unable to pay its debts as they fall due;	a. 无法偿还到期债务的;
b. has appointed a receiver, administrator or manager over its assets;	b. 已为其资产指定接收人、管理人或经理人的;
c. goes into liquidation (except for the purpose of solvent reconstruction or amalgamation);	c. 进入清算程序 (出于重组或合并目的除外)



d. enters into a voluntary arrangement with its creditors; or	d. 与其债权人签订自愿偿债安排的；或
e. ceases or threatens to cease its business.	e. 终止或威胁终止其业务的。
53. Where the Contract is terminated:	53. 当本合同终止：
a. by Client pursuant to clause 50, Client will pay BSI any costs or expenses incurred or committed to by BSI in respect of 3-month period following the date notice to terminate is provided;	a. 由客户根据第 50 条规定终止的，客户应在合同终止通知发出之日后 3 个月内，向 BSI 支付由 BSI 产生或向其承诺的任何费用或支出；
b. by BSI pursuant to clause 51 (a – e), Client will pay BSI all fees for the services.	b. 由 BSI 根据第 51 条 (a) 至 (e) 项规定终止的，客户应向 BSI 支付所有服务费用。
54. Either party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond its reasonable control. Circumstances beyond its reasonable control include but are not limited to flood, fire, earthquake or other acts of God; war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots, epidemic or pandemic; strikes, labour stoppages or slowdowns; and any law or government order, rule, regulation or direction, or any action taken by a government or public authority, including imposing an embargo, export or import restrictions.	54. 由于超出一方合理控制的情况导致其无法合理履行义务，该方不构成违反本合同。超出其合理控制的情况包括但不限于水灾、火灾、地震或其他天灾；战争、战争威胁或准备、武装冲突、制裁、禁运、断交或类似行动；恐怖袭击、内战、内乱或暴乱、流行病或大流行；罢工、停工或怠工；以及任何法律或政府命令、规则、条例或指示，或政府或公共机构采取的任何行动，包括禁运、进出口限制。
If the period of non-performance continues for 30 days, the other party may terminate the Contract by giving 14 days' advance written notice to the non-performing party.	如果无法履约时间持续 30 天，另一方可提前 14 天向无法履约方发出书面通知以终止本合同。
55. Nothing in this Contract is intended to, or will operate to, create a partnership between the parties, or to authorise either party to act as	55. 本合同无任何内容旨在或将促成双方建立合伙关系，或者授权一方作为另一方的代理。



agent for the other.	
56. BSI may subcontract its obligations under this Contract to individuals who may deliver services to Client on BSI' s behalf.	56. BSI 可将其在本合同项下的义务分包给代表 BSI 向客户提供服务的主体。
57. The Contract is personal to Client. Client may not assign, transfer or deal in any manner with its rights and obligations under the Contract. BSI may assign its rights under the Contract to a BSI group company.	57. 本合同为客户专有。客户不得以任何方式将其于本合同项下的权利与义务部分让予、转让或进行交易。BSI 可将其于本合同项下的权利转让予 BSI 集团下属公司。
58. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, warranties, arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that the Materials do not represent a warranty of merchantability or of fitness for purpose and, in entering the Contract, it has not relied on, and will have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract.	58. 本合同构成双方之间的完整协议，并将替代和取消与本合同约定事项相关的所有此前的草案、合同、保证、安排和协议（无论书面或口头形式）。各方确认，BSI 并不对所提供材料的适销性或满足特定用途的适用性作出任何保证，且未订立本合同时，未依赖任何本合同中未规定的声明、陈述、保证或协议并且没有与之相应的救济。
59. A person who is not a party to the Contract will not have any rights under or in connection with it.	59. 非本合同一方的人士不享受任何本合同项下或与本合同相关的权利。
60. A failure to or delay in enforcing a right or remedy under this Contract does not constitute a waiver of that right or remedy.	60. 未能或延迟行使本合同项下的某项权利或救济并不构成放弃该权利或救济。
61. This Contract has been translated in English and Chinese, the Chinese version will prevail to the extent of any inconsistency with the translation.	61. 本合同已翻译成英文和中文版本，如果翻译版本存在不一致，以中文版本为准。
62. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the	62. 如果任何法庭或主管部门认为本合同的任何条款（或者条款的任何部分）无效、违法或不可执行，在必要范围内，该条款或者条款的部分内容应视为已删除，本合同其他部分的有效性和可执行性将不受影响。



validity and enforceability of the remainder of the Contract will not be affected.	
63. Any notices to a party in connection with the Contract must be in writing and sent by email or delivered to the party' s address set out in the Contract.	63. 向一方发出的与本合同相关的任何通知必须采用书面形式，并通过电子邮件发送或者按本合同列明的联系地址递送至另一方。
64. Client will bring any claim or proceeding of any nature against BSI in writing within 1 year of the earlier of the date that BSI complete providing the services to Client or the date on which the Contract expires or terminates.	64. 客户应自 BSI 履行完毕向客户提供的服务之日或本合同期满或终止之日（以较早发生者为准）起 1 年内，以书面形式向 BSI 提出任何索赔或任何性质的法律程序。
65. This Contract will be governed by the laws of the People' s Republic of China. Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in accordance with its arbitral rules then applicable. The seat of the arbitration shall be Beijing. The arbitral award shall be final and binding upon both parties.	65. 本合同适用中华人民共和国法律。任何因本合同引起的或与本合同有关的纠纷均应提交中国国际经济贸易仲裁委员会（CIETAC），根据该仲裁机构届时有效的仲裁规则仲裁。仲裁地为北京。仲裁裁决是终局的，对双方均具有约束力。