

上海凯瑞克质量体系认证有限公司

AMTIVO China Limited



管理体系认证合同书

MANAGEMENT SYSTEM CERTIFICATION CONTRACT

上海市静安区江场西路 299 弄 6 号堡尼中心 901 室

BONI CENTER, Room 901, No.6, Alley 299, Jiangchang West Road, JingAn District, Shanghai, China

Tel 电话: 86-21-31017383 Fax 传真: 86-21-31017385

AMTIVO_MSCC_01_V2



管理体系认证合同 Management System Certification Contract

(APPLICATION/AGREEMENT FOR MANAGEMENT SYSTEM REGISTRATION SERVICES)

合同编号 Contract Number: _____

甲方 Party A: _____

乙方 Party B: 上海凯瑞克质量体系认证有限公司 AMTIVO China Limited (分公司 Branch)

Special Statement 特别声明:

1. 英国总部对于本合同项下的全部条款享有知情权, 乙方所有的认证业务均接受英国总部授权并全程监督、指导。

The UK Headquarters shall have the right to know all the terms of this contract, and all the certification business of Party B shall be authorized, supervised & guided by the UK Headquarters in the whole process.

2. 乙方系在沪注册的独立企业法人, 对外独立承担法律责任。

Party B is an independent enterprise legal person registered in Shanghai, and shall bear legal responsibilities independently for external.

1.0 申请 Application

_____ (以下简称甲方或客户 hereinafter referred to as Party A or Client)

特此向上海凯瑞克质量体系认证有限公司 The application is hereby submitted to AMTIVO China Limited (分公司 Branch) (以下简称乙方 hereinafter referred to as Party B)提出申请。

按 (勾选) According to the requirement of (tick):

ISO9001:2015 质量管理体系标准 (以下简称管理体系) Quality management system standard (hereinafter referred to as management system)

ISO14001:2015 环境管理体系标准 (以下简称管理体系) Environmental management system standard (hereinafter referred to as management system)

ISO45001:2018 职业健康安全管理体系标准 (以下简称管理体系) Occupational health and safety management system standard (hereinafter referred to as management system)

ISO27001:2022 信息安全管理体系标准 (以下简称管理体系) Information Security management system standard (hereinafter referred to as management system)

其它 Others: _____ ;

的要求对以下场地地址 Conduct certification audit and registration for the following address: _____

规模 (人数) Size (number of people): _____ 人 people,

管理体系注册范围 Management system registration scope: _____ 进行认证审核和注册。

同意审核和注册活动按以下条件进行 The audit and registration activities according to the following conditions.

2.0 要求 Requirements

甲方承诺遵守国家关于《认证证书和认证标志管理办法》等相关法规的要求并遵守 Amtivo 认证规则。



Party A undertakes to abide by the requirements of relevant National regulations such as <Certificate and Certification Logo Management Method>, and to abide by the *Amtivo Certification Regulations*.

2.1 注册Registration

A. 上海凯瑞克质量体系认证有限公司代表Amtivo Group Limited(“英国总部”)提供服务。只有当英国总部自行决定客户已满足注册要求时，才会发出客户注册的确认。该决定应以书面形式通知客户。

AMTIVO China Limited provides the Services on behalf of Amtivo Group Limited (“UK Headquarters”). Confirmation of a client’s registration will only be issued once UK Headquarters determines, at its sole discretion, that the requirements of registration have been met. The client shall be notified of the decision in writing.

B. 上海凯瑞克质量体系认证有限公司应向给予注册的客户颁发英国总部注册文件如由英国总部授权人签字的证书。注册文件自颁发日起有效期三年。客户收到注册文件后即被授权可以按随注册文件提供的程序要求使用注册文件、上海凯瑞克质量体系认证有限公司和认可机构的标志。

AMTIVO China Limited shall issue to the client who has been granted registration the UK Headquarters registration document such as a certificate signed by an authorized person of the UK Headquarters. The registration document shall be valid for three years from the date of issue. Upon receipt of the registration document, the client is authorized to use the registration document, and the marks of AMTIVO China Limited and accreditation body in accordance with the procedures provided with the registration document.

C. 客户须在上海凯瑞克质量体系认证有限公司注册文件颁发前付清所有有关审核和注册活动的费用，否则上海凯瑞克质量体系认证有限公司有权拒发注册文件。

The client must pay all fees related to the audit and registration activities before the issuance of the registration document by AMTIVO China Limited, otherwise AMTIVO China Limited reserves the right to refuse to issue the registration document.

2.2 审核和注册费用Audit and Registration Fees

A. 各项收费规定和说明见4.0-5.0。 See 4.0-5.0 for instructions and charges.

B. 如到期未付清有关费用，上海凯瑞克质量体系认证有限公司基于自己的选择，可以：

If the relevant fees are not paid in due course, AMTIVO China Limited, at its option, may:

1. 不再进行本协议的进一步考虑No further consideration of this agreement;
2. 不颁发注册文件No registration documents will be issued;
3. 终止本协议Termination of this agreement;
4. 追索由此产生的经济损失And recover economic damages arising therefrom.

2.3 注册的持续Continuation of Registration

甲方应承诺如下事项Party A shall undertake the following:

1. 承诺获得认证后持续长期有效运行管理体系。

Undertake to continuously and effectively operate the management system for a long time after obtaining the certification.



2. 承诺应遵守认证认可相关法律法规，协助认证监管部门的监督检查，对有关事项的询问和调查如实提供相关材料和信息。

Undertake to abide by the relevant laws and regulations of certification and accreditation, assist the supervision and inspection of the certification regulatory authorities, and truthfully provide relevant materials and information for the inquiry and investigation of relevant matters.

3. 承诺获得认证后正确使用认证证书、认证标志和有关信息；不得擅自利用管理体系认证证书和相关文字、符号误导公众认为其产品或服务通过认证。

Undertake to correctly use certification certificates, certification marks and related information after certification; not to use the management system certification certificate and related words and symbols without authorization to mislead the public that its products or services have passed the certification.

4. 承诺获得认证后发生以下情况时，应及时向上海凯瑞克质量体系认证有限公司通报：

When the following situations occur after the certification, Party B shall be notified in a timely manner:

- 1) 客户及相关方有重大投诉。

Major complaints from clients and related parties.

- 2) 生产、销售的产品或服务被执法监管部门认定不符合法定要求或其它导致监管机构介入的严重事件或违法的情况。

The production or sale of products or services is determined by the law enforcement regulatory authorities to not meet the statutory requirements or other serious incidents or illegal situations that lead to the intervention of the regulatory authorities.

- 3) 发生产品或服务的质量、环保、安全事故。

Quality, environmental protection and safety accidents of products or services occur.

- 4) 相关情况发生变更，包括：法律地位、生产经营状况、组织状态或所有权变更；取得的行政许可资格、强制性认证或其他资质证书变更；法定代表人、最高管理者、管理者代表变更；生产经营或服务的工作场所变更；管理体系覆盖的活动范围变更；管理体系和重要过程的重大变更等。

Changes in relevant circumstances, including: changes in legal status, production and operation status, organizational status or ownership; Changes in the administrative license qualification, compulsory certification or other qualification certificates obtained; Change of legal representative, top manager or management representative; Change of workplace of production, operation or service; Changes in the scope of activities covered by the management system; Major changes in the management system and important processes, etc.

- 5) 出现影响管理体系运行的其他重要情况。

Other important situations that affect the operation of the management system.

2.4 申投诉Appeal and Complaint

如因执行本协议或有关上海凯瑞克质量体系认证有限公司注册的其它活动导致客户受到侵害，客户可提出书面投诉。书面投诉须在事件发生后30天内提交到上海凯瑞克质量体系认证有限公司。如投诉未能满意解决，客户可在最初处理30天内向上海市静安区人民法院提起诉讼。所有争议的相关方同意遵守中国法律规定。上海凯瑞克质量体系认证有限公司应将与认证活动有关的所有投诉通知英国总部。



If the client has been harmed as a result of the implementation of this agreement or other activities related to the registration of AMTIVO China Limited, the client may lodge a written complaint. The written complaint must be submitted to AMTIVO China Limited within 30 days of the occurrence of the incident. If the complaint is not satisfactorily resolved, the client may file a lawsuit with the Jing'an District People's Court of Shanghai within 30 days of the initial processing. All parties to the dispute agree to abide by the provisions of Chinese law. AMTIVO China Limited shall notify UK Headquarters of all complaints related to certification activities.

2.5 信息公开Disclosure of Information

上海凯瑞克质量体系认证有限公司在公司官网上公布管理体系注册客户清单。清单内信息向所有公众开放并即时更新。

AMTIVO China Limited publishes the list of registered clients of the management system on the company's official website. The information in the list is open to all members of the public and updated immediately.

2.6 管理体系注册标准或适用国际标准的更改 Changes to Management System Registration Standards or Applicable International Standards

A. 如管理体系注册标准发生变化或适用国际标准发生修订，上海凯瑞克质量体系认证有限公司将给予客户书面通知，注明标准变化的生效日期。生效日期以认可机构、有关国际机构或注册机构提供的为准。上海凯瑞克质量体系认证有限公司将明确计划，监测客户为符合修订的标准所进行的活动。如情况许可，生效日期将由上海凯瑞克质量体系认证有限公司和客户协商决定，以预留充足的时间修订客户的管理体系。生效日期至少为通知日期后6个月。

In the event of changes to management system registration standards or amendments to applicable international standards, AMTIVO China Limited will give the client a written notice indicating the effective date of the standard change. The effective date shall be the one provided by the accreditation body, the relevant international body or the registration body. AMTIVO China Limited will determine a plan to monitor the activities of the client to comply with the revised standards. Where appropriate, the effective date will be determined by consultation between AMTIVO China Limited and the client to allow sufficient time to revise the client's management system. The effective date shall be at least 6 months after the date of notification.

B. 客户应在收到通知3个月内，以邮件通知上海凯瑞克质量体系认证有限公司是否接受标准变化。如客户接受以及后续的补充审核的结果是好的，标准的修订，自其生效日期起，将被认为是本协议的一部分。如客户不接受或未能以邮件响应或任何后续的审核结果是不好的，本协议将在标准修订生效前终止，并且被撤销注册。

The client shall notify AMTIVO China Limited by email within 3 months of receiving the notice whether it accepts the standard change. If the results of client's acceptance and subsequent supplementary audit are positive, the revision of the standard will be considered as part of this agreement from its effective date. If client does not accept or fails to respond by email or if any subsequent audit results are negative, this agreement shall terminate before the revision of the standard becomes effective, and registration will be withdrawn.



2.7 保密性 Confidentiality

乙方雇员和其指定的人员将对有关客户的信息严格保密，在未得到客户书面许可情况下不得以任何方式向第三方泄露，除非法律要求，或某些信息要求在出版的指南上公布，或认可机构要求查看记录的情形。也不包括以下情形：

Party B's employees and their designees will keep information about the client strictly confidential and will not disclose it in any way to third parties without the written permission of the client, except where required by law, or where certain information is required to be published in a published guide, or where records are requested by an accreditation body. Nor does it include the following circumstances:

A. 泄露时已为公众所知的信息；

Information that was publicly known at the time of the disclosure;

B. 通过乙方或其雇员的非授权的行为而泄露给公众的信息；

Information that is disclosed to the public through non-authorized actions of Party B or its employees;

C. 泄露时已为乙方所拥有的信息；

Information already in the possession of Party B at the time of disclosure;

D. 由（有权这样做的）第三方在无保密约定的情况下泄露给上海凯瑞克质量体系认证有限公司的信息。

Information disclosed to AMTIVO China Limited by third parties (who have the right to do so) without a confidentiality agreement.

3.0 其他 Others

A. 客户同意总是遵守注册方案的有关规定以及注册的要求，提供给上海凯瑞克质量体系认证有限公司任何需要按适用标准进行注册评估的信息。

The client agrees to always comply with the relevant provisions of the registration program and the requirements of registration, and to provide AMTIVO China Limited with any information required for registration evaluation according to the applicable standards.

B. 如因以下情形导致乙方不能或推迟执行本协议，乙方不承担由此造成的损失。情形包括不限于不可抗力、火灾、洪水、传染病、检疫限制、不寻常的恶劣天气、罢工或劳工争议、封港令、战争或像战争的情形、暴动、怠工、由他人提供的交通的延迟等。

If Party B fails or delays the execution of this agreement due to the following circumstances, Party B shall not be liable for any loss caused thereby. Such circumstances include but are not limited to force majeure, fire, flood, infectious disease, quarantine restrictions, unusual bad weather, strike or labor dispute, port embargo, war or war-like conditions, riot, sabotage, delay of transportation provided by others, etc.

C. 对于因本协议而产生的或与本协议有关的人员伤害，财产损失，或任何性质的伤害、损失的，而不是对乙方工作疏忽或故意的错误行为的宣称，客户同意确保乙方、其管理、雇员、代理或代表不会因之而受到伤害。客户同意上海凯瑞克质量体系认证有限公司、其管理、雇员、代理或代表不对其注册通过与否、或本协议规定条件下的暂停注册和取消注册承担责任。

The client agrees to ensure that Party B, its managers, employees, agents or representatives will not be harmed by any injury, damage to property or injury or loss of any nature arising out of or in connection



with this agreement, other than a claim of negligence or willful wrongdoing on the part of Party B. The client agrees that AMTIVO China Limited, its management, employees, agents or representatives shall not be liable for the approval or failure of its registration or the suspension or cancellation of its registration under the conditions set forth in this agreement.

- D. 本协议一旦双方代表签字，即成为客户和乙方之间的合同。对协议的修订本，经双方签字认可后也成为客户和乙方之间的合同。除非另有说明，双方均可提前 30 天书面通知无原因终止合同，但已产生的费用应按本协议规定的条件支付。

This agreement, once signed by representatives of both parties, shall become a contract between the client and Party B. The amended version of this agreement shall also become the contract between the client and Party B after being signed and approved by both parties. Unless otherwise stated, this agreement may be terminated without cause by either party with 30 days prior written notice, provided that all expenses incurred shall be paid on the terms and conditions set forth herein.

- E. 对于任何针对乙方的声称、要求或诉讼，无论是否已在诉讼中，客户同意如未在其知晓之日起 30 天内通知乙方则弃权，或者如果基于此类任何性质的声称、要求或法律诉讼，如有，是在乙方获取通知之日起一年内进行的。

Client agrees to waive any claim, demand or action against Party B, whether already in action or not, if it is not notified to Party B within 30 days from the date on which it becomes aware, or if any such claim, demand or legal action of any nature is based, if any, within one year from the date on which Party B obtains the notice.

4.0 费用明细及说明 Fee Breakdown and Description:

4.1 甲方应向乙方交纳 Party A shall pay to Party B:

A. 初审费用 Initial audit fee:

- | | | |
|--|------------|--------------|
| 1. 申请费 Application fee | RMB | _____ |
| 2. 注册费 (含标志使用费、英文、中文证书各一张)
Registration fee (including logo usage fee, one English and one Chinese certificate) | RMB | _____ |
| 3. 审核费 (一阶段审核+二阶段审核+报告/人天)
Audit fee (Stage 1 audit + Stage 2 audit + report/man-day) | RMB | _____ |
| 共计 Total: | RMB | _____ |

B. 监督 (保持证书) 费用 Surveillance (maintenance of certificates):

- | | | |
|---|------------|--------------|
| 1. 审核费 Audit fee | RMB | _____ |
| 2. 年度管理费 (每年, 含标志使用费)
Annual management fee (annual, including logo usage fee) | RMB | _____ |
| 共计 Total: | RMB | _____ |

C. 再认证 (复审) 费用 Recertification fees:

- | | | |
|------------------------|-----|-------|
| 1. 申请费 Application fee | RMB | _____ |
|------------------------|-----|-------|



2. 注册费 (含标志使用费、英文、中文证书各一张)

Registration fee (including logo usage fee, one English and one Chinese certificate) RMB _____

3. 审核费 (一阶段审核或文件审核+现场审核+报告/人天)

Audit fee (Stage 1 audit or document review + on-site audit + report/man-day) RMB _____

共计 Total: RMB _____

乙方指定的账户 Account designated by Party B:

公司名称 **Company name:** 上海凯瑞克质量体系认证有限公司

开户行 **Bank:** 中国工商银行上海市联合大厦支行

公司帐号 **Company account number:** 1001 2605 1932 4802 185

公司名称 **Company name:** 上海凯瑞克质量体系认证有限公司

开户行 **Bank:** 中国银行上海市长寿路支行

公司帐号 **Company account number:** 4416 5921 8746

4.2 付款方式 Payment Method:

- A. 初审费: 自合同签署之日起 30 日内或在审核前一周内, 甲方向乙方指定的账户缴付初审费用;
Initial audit fee: Party A shall pay the initial audit fee to the account designated by Party B within 30 days from the date of signing the contract or one week before the audit
- B. 监督审核费 (每次): 甲方收到乙方的监督审核通知后一周内或在乙方进行监督审核前二周内向乙方指定账户缴付;
Surveillance audit fee (each time): Party A shall pay to the account designated by Party B within one week after receiving the notice of surveillance audit from Party B or two weeks before Party B conducts surveillance audit
- C. 年度管理费 (含标志使用费) (每年): 甲方应于每个注册年度前随审核费一并支付给乙方;
Annual management fee (including logo usage fee) (annually) : Party A shall pay to Party B together with the audit fee before each registration year
- D. 再认证审核费: 甲方在收到乙方的再认证审核通知后一周内或在乙方进行再认证审前二周向乙方指定的账户缴付。
Recertification audit fee: Party A shall pay to the account designated by Party B within one week after receiving the recertification audit notice from Party B or two weeks before Party B conducts recertification audit.



4.3 说明 Instructions:

A. 由于甲方原因造成审核人日或费用的增加，其增加部分应由甲方承担。

Any increase in audit man-days or fees caused by Party A shall be borne by Party A.

B. 证书由乙方颁发。

The certificate shall be issued by Party B.

如甲方申请加印证书副本，英文版每张收费人民币500元；中文版每张收费人民币200元。

If Party A applies for additional copies of the certificate, the fee for English version will charge RMB500 per copy; the Chinese version will charge RMB200 per copy.

5.0 甲方逾期付款 Party A Overdue Payment:

(付款时限请参照本合同 4.2 条款)，按合同金额按每天百分之一向乙方支付逾期付款违约金。若拒不付款，乙方将从网上注销甲方证书，并从 UKAS 网站上撤回，信息会抄送给相关技监部门及在网上公告已撤消的相关讯息，在收到撤证通知的同时甲方应将证书寄还给乙方，并将文宣材料上的英国总部及 UKAS 标志即时清除（包括但不限于广告、信纸、名片、产品包装），否则乙方将追究甲方逾期使用的法律责任和经济责任。

(Please refer to Clause 4.2 of this contract for the time limit of payment) Party A shall pay Party B the penalty for overdue payment at the rate of 1% per day of the contract amount. If Party A refuses to pay, Party B will cancel Party A's certificate from the Internet and withdraw it from the UKAS website. The information will be copied to the relevant technical supervision authorities and the relevant information of withdrawal will be

announced online. Upon receipt of the notice of withdrawal, Party A shall return the certificate to Party B.

And

immediately remove the UK Headquarters and UKAS logo (including but not limited to advertisements, letter paper, business cards, product packaging) from the publicity materials, otherwise Party B will hold Party A liable for overdue use of legal and economic liabilities.

6.0 交通食宿费用 Transportation, Food and Accommodation Expenses:

A. 乙方审核人员的交通费用由甲方承担，所采用的交通工具由双方协商决定；

The transportation expenses of Party B's auditors shall be borne by Party A, and the means of transportation adopted shall be decided by both parties through negotiation;

B. 乙方审核人员的食宿由甲方负责安排，甲方必须保证提供的膳食卫生、住宿地点安全、舒适。

Party A shall be responsible for arranging the food and accommodation of Party B's auditors, and Party A must ensure that the food provided is hygienic and the accommodation place is safe and comfortable.

7.0 认证风险和责任 Certification Risks and Responsibilities:

A. 甲方如达不到或不能保持认证的规定要求和条件，应承担不能取得认证证书的风险；

If Party A fails to meet or maintain the requirements and conditions specified in the certification, it shall bear the risk of failing to obtain the certification;

B. 甲方在合同期内隐瞒重要信息、提供虚假信息可能导致被撤销证书的风险；

If Party A conceals important information or provides false information during the contract period, the



certificate may be revoked;

C. 乙方不承担甲方获证后因管理体系失效，发生责任事故而引起甲方的客户投诉。

Party B shall not be liable for complaints from Party A's clients due to the failure of the management system and the occurrence of liability accidents after Party A obtains the certificate.

8.0 本合同（10 页）一式二份，甲乙双方各执一份，自双方代表签字之日起生效。

This contract (10 pages) is made in duplicate, with each party holding one copy. The contract shall come into force upon being signed by the representatives of both parties.

本合同所有条款均应满足中国法律要求，因本合同发生的争议，双方协商解决，当双方决定按司法程序解决时，其注册过程和以上规章的有效性、法令解释和操作运用都服从于中华人民共和国相关法律。本合同有效期为三年，三年后按甲方实际情况重新商定合同内容。

All provisions of this contract shall meet the requirements of Chinese laws. Any dispute arising out of this contract shall be settled by the parties through negotiation. When the parties decide to settle the dispute through judicial procedures, the registration process, validity of the above rules, interpretation and operation shall be subject to the relevant laws of the People's Republic of China. This contract shall be valid for three years. After three years, the contents of this contract shall be re-negotiated according to the actual situation of Party A.

甲方 **Party A** :

乙方 **Party B**: 上海凯瑞克质量体系认证有限公司 **AMTIVO China Limited**

地址 **Address**:

地址 **Address**: 上海市静安区江场西路 299 弄 6 号堡尼中心 901 室 BONI CENTER, Room 901, No.6, Alley 299, Jiangchang West Road, JingAn District, Shanghai, China

电话 **Tel** :

电话 **Tel** : 021-31017383

传真 **Fax**:

传真 **Fax**: 021-31017385

公司盖章及代表授权签名/职位 **Company Seal and Representative Authorized Signature/Position**

公司盖章及代表授权签名/职位 **Company Seal and Representative Authorized Signature/Position**

日期 **Date**:

日期 **Date**: