

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

MANAGEMENT SYSTEM CERTIFICATION CONTRACT

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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: CN/

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)

特别声明 Special Statement:

(1) 英国总部对于本合同项下的全部条款享有知情权，上海凯瑞克质量体系认证有限公司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 Amtivo China Limited shall be authorized, supervised & guided by the UK Headquarters in the whole process.

(2) 上海凯瑞克质量体系认证有限公司系在沪注册的独立企业法人，对外独立承担法律责任。

Amtivo China Limited is an independent enterprise legal person registered in Shanghai, and shall bear legal responsibilities independently for external.

1. 申请 Application

_____ (以下简称甲方 hereinafter referred to as Party A)

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

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 信息安全管理标准 (以下简称管理体系) Information Security management system standard (hereinafter referred to as management system)
- ☐ 其它 Others: / ;

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. 注册 Registration

2.1 乙方代表 Amtivo Group Limited (“英国总部”) 提供服务，因此根据 Amtivo 集团有限公司 (认证实体) 的授权授予认证。只有当英国总部自行决定甲方已满足注册要求时，才会发出甲方注册的确认。该决定应以书面形式通知甲方。

Party B provides the Services on behalf of Amtivo Group Limited (“UK Headquarters”) and therefore grants certification under the authority of Amtivo Group Limited, who are the accredited entity.



Confirmation of Party A's registration will only be issued once UK Headquarters determines, at its sole discretion, that the requirements of registration have been met. Party A shall be notified of the decision in writing.

2.2 乙方应向给予注册的甲方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。甲方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、乙方和认可机构的标志。

Party B shall issue to Party A 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, Party A is authorized to use the registration document, and the marks of Party B and accreditation body in accordance with the procedures provided with the registration document.

2.3 甲方须在乙方注册文件颁发前付清所有有关审核和注册活动的费用，否则乙方有权拒发注册文件。

Party A must pay all fees related to the audit and registration activities before the issuance of the registration document by Party B, otherwise Party B reserves the right to refuse to issue the registration document.

3. 审核和注册费用 Audit and Registration Fees

(1) 各项收费规定和说明见 11-14。See 11-14 for instructions and charges.

(2) 如到期未付清有关费用，乙方基于自己的选择，可以：

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

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

4. 权利和义务 Rights and Obligations

4.1 甲方的权利和义务 Rights and Obligations of Party A

4.1.1 甲方的权利 Rights of Party A:

(1) 有权在符合有关法律法规及相关要求的前提下，提出管理体系认证范围的要求（包括产品/服务/活动/场所）。

Have the right to propose requirements for the scope of management system certification (including products/services/activities/venues) under the premise of in compliance with relevant laws, regulations, and requirements.

(2) 有权对乙方在认证服务过程或活动中违规和损害公正性的行为提出申诉或投诉。

Have the right to raise a complaint or appeal against Party B for any violations or damages to impartiality during the certification service process or activities.

4.1.2 甲方的义务 Obligations of Party A:

(1) 应遵守认证程序要求，认证认可相关法律、法规和规章，并遵守 Amtivo 认证规则（参见乙方网站 <https://amtivocn.com> 所发布的公开文件以及英国总部网站发布的认证规则 <https://amtivo.com/amtivo-certification-regulations>），按时交纳和承担各项费用（逾期交费参照本合同条款14）。



Party A shall undertake to abide by the requirements of Certification Procedure, Laws and Regulations related with Certification Accreditation, and to abide by the Amtivo Certification Regulations (please refer to public documents on Party B website: <https://amtivocn.com> and certification regulation on UK head office website: <https://amtivo.com/amtivo-certification-regulations>), and to pay for all expenses on time (please refer to clause 14 overdue payment part as reference).

- (2) 如实提供相关材料和信息，保证提交资料的真实性、合法性及有效性，同时提交的管理体系文件应符合乙方审核的要求，甲方应根据乙方文审意见对体系文件进行修订。

Party A shall provide relevant materials and information truthfully to ensure its authenticity, legality, and effectiveness. At the same time, the submitted management system documents should meet the review requirements of Party B, and Party A should revise the system documents based on Party B's document review comments.

- (3) 第一阶段审核前确保体系有效运行不少于3个月（生产植入性医疗器械的申请组织的质量管理体系有效运行不少于6个月），获得认证后持续长期有效运行管理体系。在证书有效期内，必须接受年度监督审核并经审核合格以维持证书有效状态（初次认证及再认证后的第一次监督审核应在认证证书签发之日起 12 个月内进行。此后，监督审核应至少每个日历年（应进行再认证的年份除外）进行一次，且监督审核的时间间隔不得超过12个月）。

Party A shall ensure that the system has operated effectively for at least 3 months before the first stage audit (the quality management system of the organization applying for the production of implantable medical devices should have operated effectively for at least 6 months), and shall continue to operate the management system effectively for a long time after obtaining certification. During the validity period of the certificate, the annual audit must be conducted effectively to maintain the validity of the certificate (please note: the first surveillance audit after initial audit and re-certification should be conducted within 12 months from the issue date of certificate. Afterwards, the surveillance audit should be conducted at least once every calendar year (except for the year when re-certification should be conducted), and the time interval between surveillance audit should not exceed 12 months).

- (4) 对国家市场监督管理总局和地方认证监督等管理部门实施的监督检查予以配合和协助，对有关事项的询问和调查如实提供相关材料和信息（特别是获证之后）。

Party A shall cooperate and assist in the supervision and inspection carried out by the State Administration for Market Regulation and local certification supervision departments, and to truthfully provide relevant materials and information for inquiries and investigations on relevant matters (especially after obtaining certification).

- a) 接受乙方、认可机构等安排的非例行检查/审核、确认审核、见证评审等，并在检查/审核/评审中给予必要的配合；

Accept interim inspections/audit, confirmation audit, witness review, etc. arranged by Party B, accreditation institutions, etc., and provide necessary cooperation during inspection/audit/review.

- b) 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 certificate and related words and symbols without authorization to mislead the public that its products or services have passed the certification.

- c) 向乙方申请管理体系认证之日起前一年内或当前，承诺未出现以下任何一种情况：



Within one year prior to the date of applying for management system certification to Party B or currently, Party A shall promise that none of the following situations have occurred:

- i. 一年内, 其他认证机构对甲方作出过不推荐认证注册(初审)、不推荐再次认证注册或不推荐继续使用认证证书(监督)的结论。

Within one year, other certification bodies have concluded that they do not recommend certification registration (initial audit), do not recommend re-certification registration, or do not recommend continuing to use certification certificates (surveillance audit) for Party A.

- ii. 一年内其他认证机构对甲方做出过暂停认证证书或撤销认证证书的决定。

Within one year, other certification bodies have made decisions to suspend or withdraw certificates of Party A.

- iii. 一年内甲方发生严重事件或违法情况, 被执法监管部门调查或责令停业整顿。

Within one year, Party A has experienced serious incidents or illegal situations and has been investigated or ordered to suspend operations for rectification by law enforcement and regulatory departments.

- iv. 当前被行政监管部门责令停产停业整顿。

Currently ordered by administrative regulatory authorities to suspend production and business for rectification.

- v. 当前正被列入“国家企业信用信息公示系统”和“信用中国”发布的严重违法失信名单。

Currently being included in the serious illegal and dishonest list released by the "National Enterprise Credit Information Publicity System" and "Credit China".

- vi. 原认证证书发证机构被国家认监委撤销认证资质未三个月。

The qualification of previous certificate issuing body has been withdrawn by National Certification and Accreditation Administration for less than three months.

- d) 如果发生因甲方未如实申报而导致乙方颁发的管理体系认证证书出现无效的情况而造成对甲方的损失时, 由甲方自行承担; 由此对乙方造成的损失(包括实际经济损失、为补救而产生的额外支出及乙方的名誉损失)则由甲方承担。

If the management system certificate issued by Party B becomes invalid due to Party A's failure to truthfully declare, resulting in losses to Party A, Party A shall bear the responsibility on its own; The losses caused to Party B as a result (including actual economic losses, additional expenses incurred for remedies, and Party B's reputation damage) shall be borne by Party A.

- e) 如获得认证后发生以下情况时, 应及时向乙方通报

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

- i. 甲方及相关方有重大投诉;

Major complaints from Party A and related parties.

- ii. 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.

- iii. 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.

- iv. 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；被行政监管部门责令停产停业整顿；被列入“国家企业信用信息公示系统”和“信用中国”发布的严重违法失信名单等。

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; Ordered by administrative regulatory authorities to suspend production and business for rectification; Listed in the "National Enterprise Credit Information Publicity System" and the "Credit China" serious illegal and dishonest list.

- v. 出现影响管理体系运行的其他重要情况。

Other important situations that make impact on the operations of the management system.

- f) 承担选择的认证机构资质被撤销带来的认证证书无法使用的风险。

Undertake the risk of the certification certificate being unusable due to the withdraw of the selected certification body's qualifications.

4.2 乙方的权利和义务 Rights and Obligations of Party B

4.2.1 乙方的权利 Rights of Party B

- (1) 有权依据相关法律法规和现场审核结论，确定甲方认证注册范围；决定是否给予甲方认证注册和颁发证书。

Have the right to determine the scope of certification and registration of Party A based on relevant laws

and regulations and on-site audit conclusions; Decide whether to grant Party A certification registration and issue certificates.

- (2) 有权依据甲方的违规行为，作出暂停、注销或撤销甲方认证注册资格，收回证书的决定。

Have the right to make decisions based on Party A's violation of regulations to suspend, withdraw or revoke the certification and registration qualifications, and revoke the certificate of Party A.

- (3) 有权在甲方管理体系出现异常情况时，适时地安排非例行的审核；其时间及费用由双方另行商定。如甲方的产品在产品质量国家监督抽查中被查出不合格时，甲方应在5日内向乙方通报，同时自国家市场监督管理总局发出通报起30日内，乙方应对甲方实施监督审核。

Have the right to arrange interim audits in a timely manner when there are abnormal situations of the management system of Party A; The time and cost shall be separately agreed upon by both parties. If the products of Party A are found to be unqualified in the national supervision and inspection of product quality, Party A shall notify Party B within 5 days. At the same time, within 30 days from the issuance of the notification by the State Administration for Market Regulation, Party B shall conduct surveillance audit for Party A.

- (4) 有权根据甲方提供的或现场审核收集的信息，在证明组织的管理体系严重不满足认证要求后，做出暂停、撤销认证证书的决定。



Have the right to make decisions to suspend or withdraw certification certificates based on information provided by Party A or collected through on-site audits after proving that the Party A's management system seriously does not meet certification requirements.

- (5) 由于非乙方原因导致本合同不能继续履行或终止履行的，乙方所收取的费用不予退还。但当现场审核结论为不同意推荐认证注册时，应在现场审核结束后 30 日内退还甲方相应体系的注册费。

If this contract cannot be continued or terminated due to reasons not attributable to Party B, the fees charged by Party B shall not be refunded. But when the on-site audit conclusion is not recommended, the corresponding registration fees of Party A's system should be refunded within 30 days after the on-site audit is completed.

4.2.2 乙方的义务 Obligations of Party B

- (1) 乙方应按照认证程序、认证所依据的标准及本合同约定，客观公正地为甲方提供认证服务。

Party B shall provide certification services to Party A objectively and fairly in accordance with the certification procedures, the standards on which certification is based, and the provisions of this contract.

- (2) 乙方作出认证决定后，应及时向甲方颁发认证证书（须先符合条款 11-14 要求）。

After Party B makes certification decision, the certification certificate should be issued to the customer in a timely manner (subject to compliance with the requirements of clause 11-14).

- (3) 乙方应对获证组织的管理体系运行情况进行有效监督，确保其持续符合性。

Party B shall effectively monitoring the operations of the certified organization's management system to ensure its continuous compliance.

- (4) 乙方应通过其官网或其他形式如 UKAS 查询网址、认监委查询平台向社会公布认证证书信息。

Party B shall publish the certificate information to the public through the official website of Party B or other forms such as UKAS CertCheck websute, National Certification and Accreditation Administration platform.

- (5) 因乙方批准资质注销或被撤销导致甲方的认证证书无法有效保持的，需及时告知甲方，并对认证证书作出妥善处理，并承担由此导致的甲方在合同上约定或法律认定的经济损失。

If the certificate of Party A cannot be effectively maintained due to the qualification withdraw or revocation of Party B, Party B shall promptly inform Party A and handle the certificate properly, and bear the economic losses caused to Party A as stipulated in the contract or recognized by law.

5. 申诉 Appeal and Complaint

如因执行本协议或有关乙方的其它活动导致甲方受到侵害，甲方可提出书面投诉。书面投诉须在事件发生后 30 天内提交到乙方。如投诉未能满意解决，甲方可在最初处理 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。乙方应将与认证活动有关的所有投诉通知英国总部。

If Party A has been harmed as a result of the implementation of this agreement or other activities related to the registration of Party B, Party A may lodge a written complaint. The written complaint must be submitted to Party B within 30 days of the occurrence of the incident. If the complaint is not satisfactorily resolved, Party A 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. Party B shall notify UK Headquarters of all complaints related to certification activities.



6. 信息公开 Disclosure of Information

乙方在其官网上公布甲方管理体系注册清单，以及因未按时接受年度审核导致证书状态变更的清单，清单内信息向所有公众开放并即时更新。

Party B publishes the list of registered Party A of the management system on the company's official website, and the certificate status change list due to failure to undergo annual audits on time. The information in the list is open to all members of the public and updated immediately.

7. 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

- 7.1 如管理体系注册标准发生变化或适用国际标准发生修订，乙方将给予甲方书面通知，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。乙方将明确计划，监测甲方为符合修订的标准所进行的活动。如情况许可，生效日期将由乙方和甲方协商决定，以预留充足的时间修订甲方的管理体系。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, Party B will give Party 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. Party B will determine a plan to monitor the activities of Party A to comply with the revised standards. Where appropriate, the effective date will be determined through negotiation between Party B and Party A in order to leave sufficient time to revise Party A's management system. The effective date shall be at least 6 months after the date of notification.

- 7.2 甲方应在收到通知3个月内，以邮件通知乙方是否接受标准变化。如甲方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。如甲方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。

Party A shall notify Party B by email within 3 months of receiving the notice whether it accepts the standard change. If the results of Party A'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 Party A 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.

8. 注册的暂停或撤销或注销 Registration Suspend, Withdraw and Revoke

- 8.1 在以下情形下暂停注册 Party B will suspend the registration of Party A under the situations below:

- (1) 不承担、履行本协议约定的责任和义务的。

Not assuming or fulfilling the responsibilities and obligations stipulated in this agreement.

- (2) 管理体系持续或严重不满足认证要求的，包括文件与实际业务运作严重脱离。

The management system continuously or seriously does not meet the certification requirements, including serious detachment between documents and actual business operations.

- (3) 不满足管理体系适用的法律法规要求，且未采取有效纠正措施的。

Not meeting the legal and regulatory requirements applicable to the management system and not taking effective corrective measures.

- (4) 收到与质量/环境/职业健康安全及与注册标准相关的行政处罚，且尚未完成整改的。



Those who have received administrative penalties related to quality/environment/occupational health and safety and registration standards, and have not yet completed corrective actions.

- (5) 发生重大质量/环境/职业健康安全事故，反映获证组织管理体系运行存在重大缺陷的。
Major quality/environmental/occupational health and safety accidents occur, reflecting significant non-conformance in the operation of the certified organization's management system.

- (6) 拒绝配合市场监管部门的认证执法监督检查，或者提供虚假材料或信息的。
Refusing to cooperate with the certification law enforcement supervision and inspection of the market supervision department or providing false materials or information.

- (7) 持有的与质量/环境/职业健康安全等与认证范围有关的行政许可文件、资质证书、强制性认证证书等过期失效的。

Administrative license documents, qualification certificates, mandatory certification certificates, etc. related to quality/environment/occupational health and safety and certification scope that have expired or become invalid.

- (8) 不能按照规定的时间间隔接受监督审核的。

Unable to accept surveillance audit at the prescribed time intervals.

- (9) 未按相关规定正确引用和宣传获得的认证证书和有关信息，包括认证证书和认证标志的使用。

Failure to correctly cite and promote the obtained certification certificates and related information, including the use of certification certificates and certification marks, in accordance with relevant regulations.

- (10) 被有关行政监管部门责令停业整顿的。

Those who have been ordered by relevant administrative regulatory departments to suspend business for rectification.

- (11) 由甲方提供的、乙方透过新闻媒体或监管机构或在特殊审核期间审核组直接收集的有关导致监管机构参与（调查）的事件信息，如严重事故或严重违法（行为）。

The event information provided by Party A and directly collected by Party B through news media or regulatory agencies or during special review periods, which led to the involvement (investigation) of regulatory agencies, such as serious accidents or serious violations (behaviors);

- (12) 发生与注册标准相关重大舆情的。

Significant public news related to registration standards has occurred.

- (13) 对所开出的不符合采取的纠正无效或未及时提出纠正措施。

The corrective actions taken for the non-conformances identified are not effective or actions have not been promptly proposed.

- (14) 未能有效完成和实施体系修订以满足标准的要求。

Failure to effectively complete and implement system revisions to meet standard requirements.

- (15) 滥用注册/认可标志。

Abuse of registration/accreditation marks

- (16) 主动请求暂停的。

Proactively requesting suspension.

- (17) 其他应暂停认证证书的情况。

Other situations that shall suspend the certificate.

注：①暂停将以邮件或乙方网站公告的方式通知甲方，暂停期间，认证证书暂时无效，不得使用证书及标志。



The suspension will be notified to Party A via email or via Party B website announcement. During the suspension period, the certification certificate will be temporarily invalid, the certificate and logo can not be used.

- ②一旦甲方完成相应的调整，造成暂停的原因已消除的，乙方将撤掉暂停并通知甲方。

Once Party A completes the corresponding adjustments and the reason for the suspension has been eliminated, Party B will revoke the suspension and notify Party A.

- ③暂停期限已满，暂停原因仍未消除的，按本条款 8.2 终止本协议，撤销甲方注册资格。

If the suspension period has expired and the reason for suspension has not been eliminated, this agreement shall be terminated, and Party A's registration qualification shall be withdrawn in accordance with clause 8.2 of this agreement.

- ④暂停的注册恢复前，乙方可能要求对甲方的纠正措施采取现场评价。

Prior to the restore for the suspended registration, Party B may require an on-site evaluation for the corrective actions taken by Party A.

8.2 在以下情形下撤销注册Party B will withdraw the registration of Party A under the situations below:

- (1) 与8.1和8.2相关情形。
- (2) any situations under clauses 8.1 and 8.2.
- (3) 监督审核发现严重不符合。
major non-conformance found during surveillance audit.
- (4) 被注销或撤销法律地位证明文件的。
withdrawn or revoked legal status certification documents.
- (5) 被“国家企业信用信息公示系统”和“信用中国”列入严重违法失信名单的。
Those who have been included in the serious illegal and dishonest list by the "National Enterprise Credit Information Publicity System" and "Credit China".
- (6) 认证证书的暂停期限已满，但导致暂停的问题未得到解决或有效纠正的。
The suspension period of the certification certificate has expired, but the issue causing the suspension has not been resolved or effectively corrected.
- (7) 注册准则发生变化，甲方不愿意或不能够在规定的时期内完成新要求的转换。
The registration criteria has changed, and Party A is unwilling or unable to complete the conversion of the new requirements within the prescribed period.
- (8) 经行政监管部门确认因甲方违规而造成产品和服务等重大质量安全事故的。
Confirmed by the administrative regulatory department that major quality and safety accidents such as product and service incidents were caused by violations of Party A.
- (9) 甲方未能完成与乙方协商同意的财务义务。
Party A fails to fulfill the financial obligations agreed upon with Party B.
- (10) 甲方或其或生产/服务场所的关闭。
The closure of Party A or its production/service facilities.
- (11) 违反或未能执行本协议。
Violation or failure to execute this agreement.
- (12) 任何性质的虚假行为。
Any false behavior of any nature.
- (13) 管理体系没有运行或者已不具备运行条件的。
The management system is not in operation or no longer meets the operating conditions.



(14) 其它适用或双方同意的情形。

Other applicable or mutually agreed upon circumstances.

注：①对于撤消的注册，其注册证书应退回；撤销的认证证书失效，且不可恢复。

For withdrawn registrations, their registration certificates should be returned and under invalid status, and cannot be restored.

②如甲方主动申请不再保持认证证书时，乙方应确认不存在暂停或撤销情形后，注销其认证证书，注销的认证证书失效，且不可恢复。

When Party A voluntarily applies to no longer maintain its certification certificate, Party B shall confirm that there is no suspension or withdraw situation and then revoke Party A's registration certificate, the certificate will be invalid and can't be restored.

9. 保密性 Confidentiality

乙方雇员和其指定的人员将对有关甲方的信息严格保密，在未得到甲方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 Party A's information in strictly confidential and will not disclose it in any way to third parties without the written permission of Party A, 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:

1. 泄露时已为公众所知的信息；

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

2. 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-unauthorized actions of Party B or its employees;

3. 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;

4. 由（有权这样做的）第三方在无保密约定的情况下泄露给乙方的信息。

Information disclosed to Party B by third parties (who have the right to do so) without a confidentiality agreement.

10. 其他

10.1 甲方同意持续遵守注册方案的有关规定以及注册的要求，提供给乙方任何需要按适用标准进行注册评估的信息。

Party A agrees to always comply with the relevant provisions of the registration program and the requirements of registration, and to provide Party B with any information required for registration evaluation according to the applicable standards.

10.2 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。情形包括但不限于不可抗力、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.

- 10.3 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，甲方同意确保乙方、其管理、雇员、代理或代表不会因之而受到伤害。甲方同意乙方、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。

Party A agrees to ensure that Party B, its management, 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

Party A agrees that Party B, its management, employees, agents or representatives shall not be liable for the approval or failure of its registration or suspension or revocation of its registration under the conditions set forth in this agreement.

- 10.4 本协议一旦双方代表签字，即成为甲方和乙方之间的合同。对协议的修订本，经双方签字认可后也成为甲方和乙方之间的合同。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 Party A and Party B. The amended version of this agreement shall also become the contract between Party A 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.

- 10.5 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，甲方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。

Party A 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.

11. 费用明细及说明 Fee Breakdown and Description:

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

(1) 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 _____

(2) 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	_____

(3) 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:

①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

或

②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

12. 付款方式 Payment Method:

12.1 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.

12.2 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.

12.3 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.

12.4 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 re-certification audit.

12.5 甲方应向乙方直接支付认证费用，不得通过第三方支付。甲方的上级单位（如甲方所属的集团公司、事业单位、社会团体或机关）向乙方支付费用是可接受的形式。

Party A shall directly pay the certification fee to Party B and shall not make payment through any third party. It is acceptable for the headquarters or related units of Party A (such as the group company, public institution, social organization or agency to which Party A belongs) to pay fees to Party B.

13. 说明 Instructions:

13.1 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.

13.2 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.

14. 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 revoke 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.

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

15.1 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.

15.2 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.

16. 认证风险和责任 Certification Risks and Responsibilities:

16.1 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.

16.2 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 withdrawn.

16.3 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.

17. 本合同（15 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 (17 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**: 上海市静安区万荣路 777 弄 1 号 1102 室
Room 1102, No.1, Alley 777, Wanrong Road, Jing'an 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:

Company Seal and Representative Authorized Signature

公司盖章及代表授权签名:

Company Seal and Representative Authorized Signature

日期 **Date**:

日期 **Date**: