**TÜV SÜD China Label Agreement**

**TÜV 南德中国标签协议**

**RECITALS** **前言**

TÜV SÜD provides a service for evaluating whether products provided by the applicant or product claims provided by responsibility party comply with designated standards or specified requirements. Subject to the terms of this “TÜV SÜD China Label Agreement” (hereafter as “Agreement”), products and product claims found to be in compliance by TÜV SÜD may be eligible for inclusion on a list maintained by TÜV SÜD to display a Label owned by TÜV SÜD.

TÜV 南德针对申请人的产品或产品相关的宣称是否符合指定标准或规定要求提供评价服务。根据本《TÜV 南德中国标签协议》（以下简称“协议”）条款， TÜV 南德认定符合规定的产品及宣称可能有资格被列入TÜV 南德维护的标签列表，可以展示TÜV 南德拥有的标签。

Labels referred to in this agreement include TÜV SÜD (China) Test Label and the Validation and Verification Label.

本协议所指的标签包含南德（中国）品鉴标签和审定与核查标签。

If the submitted product or claim are found to be eligible for Label, this agreement shall be executed by TÜV SÜD and the applicant setting forth the terms and conditions to which the parties hereto must adhere.

如果提交的产品或产品相关的宣称被认定为符合标签资格，TÜV 南德和申请人应签署本协议，其中列明双方必须遵守的条款和条件。

**NOW THEREFORE**, for and in consideration of the mutual covenants herein expressed and other lawful and valuable consideration, the parties hereto agree as follows:

因此，鉴于双方在此明确做出的相互约定以及其他合法和有价值的考量，特此达成如下协议：

**1. DEFINITIONS 定义**

**1.1 TÜV SÜD**

TÜV SÜD Certification and Testing (China) Co., Ltd. (Hereinafter referred to as “TÜV SÜD”).

南德认证检测（中国）有限公司。

**1.2 Applicant**

The term "applicant" shall mean the company who submitted a product or claims for evaluation and labeling, has a product test report or claim validation/verification report.

申请人

“申请人” 是指提交产品或宣称进行评价和标签认定的公司，拥有产品检测报告或宣称的审定/核查报告。

**1.3 Company**

The term “Company” shall mean applicant.

**公司**

“公司” 一词是指申请人。

**1.4 Label**

The term "label" means a label owned by TUV SUD that is used for products or claims to comply with specific requirements.

**标签**

“标签”一词是指TÜV 南德拥有的用于产品或宣称符合特定要求的标签。

**1.5 Follow-up Service.**

The term “Follow-up Service” shall refer to the process of monitoring the company’s compliance with the TÜV SÜD Requirements.

**后续服务**

“后续服务” 一词是指公司是否符合TÜV 南德要求的监督过程。

**1.6** TÜV SÜD Requirements

 The term “TÜV SÜD Requirements” shall mean (a) specified requirements of validation and verification; (b) the standard, if any, applicable to the product; (c) the terms of this agreement; and (d) any 3rd party requirements separately applied as other conditions.

**TÜV 南德要求**

 “TÜV 南德要求”是指（a）审定与核查的特定要求；（b）适用于产品的标准，如果有；（c）本协议条款；和（d）作为其他条件单独适用的任何第三方要求。

**1.7 Label list**

The term “Label list” shall mean the process of compiling a label catalogue, including labels published in the TÜV SÜD label catalogue.

**标签列表**

“标签列表”一词是指编制标签目录的过程，包含已公布在TÜV 南德标签目录的标签。

**1.8 Product**

The term "product" shall mean an Applicant’s device, equipment, material, or system that has been submitted for testing or evaluation, and found to be in compliance with TÜV SÜD requirements and approved for Listing.

**产品**

“产品”一词是指申请人已提交检测或评价的装置、设备、材料或系统，被认定为符合TÜV 南德要求和批准标签列表。

**1.9 Claim.**

The term "claim" shall mean the information declared by the client.

 **宣称**

“宣称” 一词是指客户声明的信息。

**1.10 Validation and Verification Report.**

The term “Validation and Verification report” shall mean the document to report the validation and verification process and result prepared by TÜV SÜD, which identifies the company, the claim and the related requirements specific for validation and verification.

**审定与核查报告**

“审定与核查报告” 一词是TÜV南德编制的报告审定与核查过程与结果的文件，指明公司、宣称和相关审定与核查特定要求。

**2. LABEL 标签**

**2.1 Testing, Validation/Verification and Evaluation**

 TÜV SÜD is an independent testing, certification, validation/verification entity providing testing, validation/verification and evaluation services to determine whether representative samples of a product or the claim comply with designated national and international standards, specifications, and/or codes. TÜV SÜD does not publish standards, specifications, and/or codes, or warrant to the company that the standard used for the evaluation is adequate. Company understands and agrees that TÜV SÜD is responsible to validate and verify the claims submitted by the applicant, is not responsible for the content of claim and the responsible party is responsible for the claim. And TÜV SÜD has only tested or evaluated the submitted Product samples and does not guarantee or warrant the quality or compliance of all units of the Product manufactured or produced by the applicant and/or the Manufacturer. Company further acknowledges that as an independent laboratory, TÜV SÜD assumes no responsibility for the design of the Product and marketability of the Product.

**检测、审定与核查和评价**

TÜV 南德是一家提供检测、审定与核查和评价服务的独立检测、认证和审定与核查实体，以确定产品的代表样品或宣称是否符合指定的国家和国际标准、规格和/或规范。TÜV 南德不发布标准、规格和/或规范，也不向公司保证用于评价的标准充分。公司理解并同意，TÜV南德中国对申请方提交的责任方宣称进行审定与核查，不对责任方的宣称负责，责任方对其宣称的内容负责。TÜV 南德对提交的产品样品进行检测或评价，不担保或保证申请人和/或制造商制造或生产的所有产品的质量或合规。公司进一步确认，TÜV 南德是独立的实验室，对产品的设计和产品的适销性不承担任何责任。

**2.2 Company Obligations**

 Company shall comply with label rules and requirements made by TÜV SÜD from time to time, and understands its obligations pursuant to this label agreement in order to maintain eligibility for label list, and warrants that it shall comply with the following provisions:

**公司义务**

公司应遵守TÜV 南德不时制订的标签规则和要求，并理解其根据本协议承担的义务，以保持符合标签列表资格，保证符合以下规定：

(a) Company agrees to notify TÜV SÜD, without delay, of changes that may affect its ability to
comply with this agreement or maintain eligibility for label list. Changes may include, but not limited to:

公司同意立即通知TÜV 南德，可能影响其遵守本协议或保持符合标签列表资格能力的变更。这些变更包括但不限于：

* Modifications or changes to the claim or product such that the verification report or the testing report no longer meets the requirement
* 宣称或产品的更改或变更，使其不再符合核查报告或检测报告要求
* Modifications to the production method
* 生产方法的变更
* Changes to the legal, commercial, organizational status or ownership
* 法律、商业、组织状况或所有权的变更
* Changes to company address
* 公司地址的变更
* Major changes to the quality management system of the company
* 公司质量管理体系的主要变更

If the company wishes to make such modifications or changes, the company must first
either obtain the approval of TÜV SÜD or discontinue use of the Label. The product may no longer be eligible for listing if the above modifications or changes to the claim or product, have occurred after TÜV SÜD’s Validation/Verification, testing or evaluation.

如果公司希望做出更改或变更，则公司必须首先取得TÜV 南德的批准，或停止使用标签。如果在TÜV 南德审定与核查、检测或评价后宣称或产品发生上述更改或变更，则产品不再符合标签列表资格。

(b) Upon request, the company agrees that it shall retain or make available a sample of the
labeled product from the most current production.

一经要求，公司同意保留或提供可用的最近生产的标签产品样品。

(c) Company agrees to notify TÜV SÜD in writing of any product recall or reports that it receives of serious personal injury or property damage involving the Product.

公司同意以书面形式通知TÜV 南德，任何产品召回或其收到的关于产品造成严重人身伤害或财产受损的报告。

(d) Company shall notify TÜV SÜD of any labeled product which has left the control of the company that does not comply with TÜV SÜD requirements.

公司应通知TÜV 南德任何不符合TÜV 南德要求、超出公司控制范围的任何标签产品。

(e) Company warrants that a quality control program is, or will be, established and maintained
to ensure product compliance with the TÜV SÜD requirements.

公司保证现在或将来建立和维持质量控制计划，以确保产品符合TÜV 南德要求。

(f) If re-evaluation and/or investigation of the product is required as a result of modification to the Product without prior notification by the Company and approval by TÜV SÜD, the Applicant. shall be subject to applicable fees for these services.

如果在未经公司事先发出通知和TÜV 南德批准的情况下，因产品变更而需要对产品进行重新评价和/或调查，申请人应支付这些服务的适当费用。

(g) If the company provides copies of the label documents to others, the documents shall be reproduced in their entirety.

如果公司向其他方提供标签文件的复印件，应将文件完整复制。

(h) Company agrees to fully cooperate with TÜV SÜD in any investigation of complaint including,

but not limited to, promptly providing sample(s), photograph(s), schematic(s), and
documentation related to product production, inventory, and shipment.

公司同意在任何投诉调查中全力配合TÜV 南德，包括但不限于及时提供样品、照片、原理图以及与产品生产、库存和装运相关的文件。

(i) Company shall maintain written records of all complaints made known to it relating to
compliance with label requirements and the actions taken with respect to such complaints and any deficiencies found in products that affect compliance with the
requirements for label. Company will promptly provide these records to TÜV SÜD upon
request.

公司应保留书面记录，即所有已知的与标签要求合规性相关的投诉、对这些投诉采取的行动以及在产品中发现的影响标签要求合规性的任何缺陷。公司将在要求时及时向TÜV 南德提供这些记录。

**2.3 Reservation of Rights**

 TÜV SÜD reserves the right, upon reasonable written notice to the Applicant, to reevaluate the Product at the Applicant’s expense. This re-evaluation may be the result of Follow-up Service, a revision of the applicable, new information regarding the characteristics of the material used in the Product, or other information (including administrative changes) that raises a question concerning the conformance of the Product to TÜV SÜD Report Requirements. Such reevaluation may require TÜV SÜD to review the Listing Report, reevaluate the product and update our records and be subject to applicable fees.

**保留权利**

TÜV 南德保留在合理的书面通知申请人后对产品进行重新评价的权利，费用由申请人承担。该重新评价可能是由于后续服务、适用文档的修订、产品中使用材料特性的新信息，或其他信息（包括管理变更）引起的关于产品是否符合TÜV 南德报告要求的问题。此类重新评价可能需要TÜV 南德复核标签产品检测报告，对产品进行重新评价，更新记录，并收取适当的费用。

**2.4 Revision or Withdrawal of the TÜV SÜD Requirements**

 TÜV SÜD reserves the right, upon reasonable notice to the Applicant, to revise or withdraw the TÜV SÜD Requirements to the extent required by applicable statutory guidelines or standards. If the TÜV SÜD Requirements are revised, the Company shall be entitled to continue Listing and Labeling of the Product upon a demonstration to the satisfaction of TÜV SÜD that the Product complies with the revised TÜV SÜD Requirements. If the TÜV SÜD Requirements are withdrawn, the Company’s right to the Listing and Labeling of the Product shall terminate pursuant to the terms of Article 6 of this Agreement. In the case of a revision or withdrawal of TÜV SÜD Requirements, TÜV SÜD shall provide a notice specifying a reasonable date by which the Product must meet the revised TÜV SÜD Requirements or for such termination.

**修改或撤销TÜV 南德要求**

TÜV 南德保留在合理通知申请人关于修改或撤销TÜV 南德要求的权利，以达到适用的法定准则或标准要求的范围。如果TÜV 南德要求被修改，公司有权在向TÜV 南德证明产品符合修改后的TÜV 南德要求的情况下，继续对产品拥有标签列表和标签权利。如果TÜV 南德要求被撤销，根据本协议第6条规定，公司对产品的标签列表和标签权利将终止。倘若修改或撤销TÜV 南德要求，TÜV 南德应发出通知，说明产品必须满足修改后的TÜV 南德要求或终止的合理日期。

**2.5 Third Parties**

Applicant agrees that TÜV SÜD has entered into a contractual relationship with the Applicant to perform testing, validation/verification or evaluation services on the Product. TÜV SÜD agrees to perform such services with due care. TÜV SÜD does not guarantee or warrant that third parties will accept or recognize the results obtained by TÜV SÜD or the TÜV SÜD label of the Product.

**第三方**

申请人同意，TÜV 南德已与申请人订立合约关系，以对产品提供检测、对宣称提供审定与核查或评价服务。TÜV 南德同意以适当的谨慎提供此类服务。TÜV 南德不保证或担保第三方将接受或承认TÜV 南德取得的结果或产品上的TÜV 南德标签。

**3. LISTING AND LABELING标签列表和标签**

**3.1 Ownership of the Label**

 Ownership of the Label and relevant label rights in the Label remain in TÜV SÜD, even if it is used on the Product. The Label can’t be changed or modified by Company or any third parties. The Label shall only be applied to a Product that complies with the TÜV SÜD Requirements and such Label shall be applied as specified in the verification report or the testing report. Except as provided herein and as indicated in Article 3.2, any other use of the Label, or the TÜV SÜD name, on the Product is expressly prohibited.

**标签所有权**

标签的所有权和标签的其他相关权利都归TÜV 南德所有，即使是在产品上使用。公司或任何第三方不得变更或更改标签。标签只能用于符合TÜV 南德要求的产品上，标签应按照标签产品检测报告的规定使用。标签仅适用于标签核查报告或标签产品检测报告中的产品。除本条款和第3.2条规定外，明确禁止在产品上使用标签或TÜV 南德名称的任何其他用途。

**3.2 Advertising**

 TÜV SÜD shall allow the Company to refer to TÜV SÜD and the Label in advertising and promotional material for the Product, contingent upon the Company obtaining the prior, express, written approval of TÜV SÜD. **Labels could only be used according to the instruction on how to use label. Refer to “Correct use of Product Label” and “Correct use of TÜV SÜD (CHINA) Validation and Verification Label”.**

**广告**

TÜV 南德应允许公司在产品的广告和宣传材料中提及TÜV 南德和标签，但前提条件是公司必须事先获得TÜV 南德的明确书面批准。标签只能按照标签的使用说明来使用。请参见“如何正确使用产品标签”

和“如何正确使用南德(中国)审定与核查标签”。

**3.3 Follow-up Service**

 As a part of the Listing and Labeling of the Product, the Company shall
cooperate with the TÜV SÜD representatives who conduct Follow-up Service and make all necessary arrangements for the participation of observers. Follow-up Service may include periodical testing. TÜV SÜD representatives shall comply with factory policies as required while on premises. Follow-up Service is intended to allow TÜV SÜD to monitor the continuity of the positive testing results of different batches of products, and to control the use of TÜV SÜD’s Labels. The periodical testing is not intended to satisfy or otherwise replace Company’s responsibility to maintain its quality control program and to ensure that the Product remains in compliance with the TÜV SÜD Requirements. Follow-up Service may also include Company questionnaires, and/or the Company’s warranty of conformity.

**后续服务**

作为标签列表和产品标签的一部分，公司应与TÜV 南德提供后续服务的代表合作，并为项目执行人员的参与做出一切必要安排。后续服务可能包括定期检测。TÜV 南德的代表在现场应遵守必要的工厂政策。后续服务旨在让TÜV 南德监督不同批次产品检测结果的连续性，并控制TÜV 南德标签的使用。定期检测的目的不是为了满足或取代公司维护其质量控制程序和确保产品符合TÜV 南德要求的责任。后续服务还可能包括公司的调查问卷和/或公司的符合保证。

**4. INDEMNIFICATION AND LIABILITY 赔偿和责任**

**4.1 Indemnification**

Company agrees to hold TÜV SÜD harmless and to defend and indemnify TÜV SÜD against any liability, loss, or damage from claims, demands, costs (including legal fees), or judgments arising out of any negligent or intentional acts of the Company, or claims from third parties relating to the Product or arising from the use of the Label.

**赔偿**

公司同意使TÜV 南德免受损害，并就因公司的任何过失或故意行为引起的索赔、要求、费用（包括法律费用）或判决，或因第三方与产品有关或使用标签引起的索赔而产生的任何责任、损失或损害对TÜV 南德提供抗辩和赔偿。

**4.2 Liability**

 TÜV SÜD will not, under any circumstances, be liable to the Company for any indirect, special, punitive, or consequential damages, or any 3rd party claims which may arise as a result of the services provided in this Agreement. The maximum aggregate liability of
TÜV SÜD for damages in connection with this Agreement shall not exceed the latest
label fee paid to TÜV SÜD by the Company.

**责任**

在任何情况下，TÜV 南德都不对公司因本协议下提供的服务而导致的任何间接、特殊、惩罚性或后果性损害或任何第三方索赔负责。TÜV 南德就本协议承担的损害赔偿责任总额最高不得超过公司支付给TÜV 南德的最新标签费用。

**5. FAILURE TO COMPLY WITH TÜV SÜD REQUIREMENTS 未能符合TÜV 南德要求**

**5.1 Remedial Action**

 In the event that TÜV SÜD detects any deviation or variance in the Product from
TÜV SÜD Requirements, or improper or unauthorized use of the Label or TÜV SÜD name, TÜV SÜD will notify the Applicant and require the Company, at its own expense, to undertake corrective action to ensure that the Product complies with TÜV SÜD Requirements. TÜV SÜD reserves the right, in its sole discretion, to take additional actions as it deems necessary, including but not limited to:

**补救措施**

倘若TÜV 南德发现产品与TÜV 南德要求有任何偏差或差异，或对标签或TÜV 南德名称的不当使用或未经授权使用，TÜV 南德将通知申请人，并要求公司自行承担费用采取纠正措施，以确保产品符合TÜV 南德要求。TÜV 南德保留自行决定采取其认为必要的额外措施的权利，包括但不限于：

(a) Suspension or revocation of the Listing and the right to label the Product;

 暂停或撤销标签列表和产品的标签权利；

(b) Withdrawal of the supply of labels and removal of the Label from non-conforming or

unauthorized products;

撤销标签的提供，并从不符合或未经授权的产品上撤下标签；

(c) Payment of penalty fees (as defined in general information package) and any costs

associated with the product investigation by the Applicant;

支付罚款费用（按一般信息包中的定义）以及与申请人产品调查有关的任何费用；

(d) Removal of the Product from the published directory of TÜV SÜD labeled products;

将产品从公布的TÜV 南德标签列表目录中删除；

(e) Termination of this Agreement pursuant to Article 6;

根据第6条的规定终止本协议；

(f) Notification of regulatory authorities and the public;

通知监管机构和公众；

(g) Compliance with any applicable statutes, rules, or regulations.

遵守任何适用的法规、规则或条例。

**5.2 Injunctive Relief**

Company acknowledges that the manufacture, sale, delivery, shipment,
distribution, or promotion of the Product utilizing a Label would mislead or endanger the public if
such Product is not eligible to use the Label or does not comply with the TÜV SÜD requirements.
Company further acknowledges that a breach of this Agreement cannot be
adequately compensated by money damages. Company agrees that in the event of a breach of
the Agreement, TÜV SÜD shall have the right to seek a temporary restraining order to
the Company, together with an action for a preliminary and permanent injunction, and such other
and further relief as may be provided by law.

**禁令救济**

公司确认，如果产品不符合使用标签的资格或不符合TÜV 南德要求，那么使用标签的产品，其制造、销售、交付、运输、分销或推广将误导或危害公众。公司进一步确认，对本协议的违反不能通过金钱赔偿来充分补偿。公司同意，倘若违反本协议，TÜV 南德将有权对公司申请临时禁制令，同时申请先期和永久禁令，以及法律规定的其他和进一步的救济。

**5.3 Suspension**

Upon Company’s failure to comply with any of the requirements of this agreement or Listing Report, TÜV SÜD may issue a letter of suspension which shall notify the Applicant of the nature of the failure and the period of suspension of the Company’s right of Labeling. The Applicant is obligated to notify its Manufacturer of the suspension and insure both the Applicant and Manufacturer adhere to all requirements in the letter of suspension including remedial actions. A reinstatement fee may be applied. In the event that the Company fails to take corrective action to resolve the cause of suspension, this Agreement shall be terminated pursuant to Article 6.

**暂停**

如果公司未能符合本《南德中国标签协议》或标签产品检测报告的任何要求，TÜV 南德可发出暂停函，通知申请人未能符合的性质和公司标签权利的暂停期限。申请人有义务通知其制造商该暂停，并确保申请人和制造商遵守暂停函中的所有要求，包括补救措施。可能会收取恢复费用。倘若公司未能采取纠正措施解决暂停事由，本协议将根据第6条规定终止。

**5.4 Public Notice**

 In the event that TÜV SÜD has confirmed evidence that the Product in the market place has a significant non-conformity, TÜV SÜD will contact the Applicant and act in support of remedial steps taken by the Company to address the non-conformity, including, if necessary, public notification and/or a product recall undertaken by the Company. In the event that the Company does not take action to address a significant non-conformity related to the Product, TÜV SÜD reserves the right to contact appropriate government agencies, other parties in the supply chain and/or issue public notifications advising of the non-conformity pursuant to Article 5.1(f) above.

**公开通报**

倘若TÜV 南德已确认有证据表明市场上的产品或相关宣称存在重大不符合项，TÜV 南德将与申请人联系，并支持公司采取补救措施解决不符合问题，包括必要时进行公开通报和/或由公司进行产品召回/宣称取消。倘若公司不采取行动解决与产品相关的重大不符合项，TÜV 南德保留根据上述第5.1(f)条规定联系适当的政府机构、供应链中的其他方和/或发布公开通报，告知不符合项的权利。

**6. TERMINATION OF THE AGREEMENT 协议终止**

**6.1 Termination By Either Party**

 Either party may, for any reason, terminate this label agreement, as to any product, upon not less than sixty (60) days written notice to the other party. Such notice shall designate a termination date and the notice period shall be deemed to commence upon the date of mailing of the notice to the other party by registered or labeled mail, return receipt requested or by courier with confirmed delivery.

**任一方终止**

任何一方均可出于任何原因，在向另一方提前不少于六十（60）天发出书面通知后，对任何产品终止本协议。该通知应指明终止日期，通知期应从通知以要求回执的挂号信或标签邮件或以确认交付的快递邮寄给另一方之日开始计算。

**6.2 TÜV SÜD Right To Terminate**

TÜV SÜD may terminate this agreement, as to any product, without prejudice to any other rights or remedies that TÜV SÜD may have, upon either of the following:

**TÜV 南德的终止权**

TÜV 南德可以在不影响其可能拥有的任何其他权利或补救的情况下，在发生以下任一情形时，对任何产品终止本协议：

(a) Immediately upon written notice, if TÜV SÜD determines that the Product fails to comply with
the TÜV SÜD Requirements and such defect was not cured within a reasonable period of time;

如果TÜV 南德认定产品不符合TÜV 南德要求，且该缺陷未在合理的期间内得到纠正，则在发出书面通知后立即终止；

(b) Company is in default pursuant to Article 7.3;

公司发生第7.3条下的违约行为；

(c) Thirty (30) days after the Company receives written notice in the event of: (i) the filing of a

voluntary or involuntary petition in bankruptcy by the Company; (ii) the making of any
arrangement or composition with creditors by the Company; (iii) the appointment of a
receiver for the Company; or (iv) the voluntary or involuntary liquidation of the business of
the Company. The Company will notify TÜV SÜD within seven (7) days of notice of one of these events.

如发生以下事件，公司收到书面通知后三十（30）天：（i）公司提出自愿或非自愿破产申请；（ii）公司与债权人达成任何安排或和解；（iii）公司被指定接管人；或（iv）公司业务自愿或非自愿清算。公司将在接到上述事件通知后七（7）天内通知TÜV 南德。

**6.3 Company Obligations Upon Termination**

Upon termination of this Agreement, Company shall:

**终止时公司的义务**

本协议终止时，公司应：

(a) Discontinue the use of the Label on the product or company’s promotional material or

advertising.

停止在产品或公司的宣传材料或广告中使用标签。

(b) Allow TÜV SÜD to take follow-up services. Fees for an extra set of evaluation for label will be billed in accordance with Article 7.3

允许TÜV 南德提供后续服务。额外的标签评价费用将按第7.3条的规定收取。

(c) TÜV SÜD will promptly suspend QR code of Labels.

TÜV 南德将立即暂停标签的二维码。

(d) Continue to honor the terms of Article 4 of this Agreement concerning
indemnification and liability, which terms shall survive the termination of this
Agreement.

继续遵守本协议第4条关于赔偿和责任的规定，该条款在本协议终止后仍然有效。

(e) Pay any remaining outstanding charges owing to TÜV SÜD immediately.

立即支付仍未支付的TÜV 南德的剩余费用。

**7. ADMINISTRATIVE PROVISIONS 管理条款**

**7.1 Confidentiality**

Without written authorization from the Applicant, TÜV SÜD will not voluntarily disclose to third parties contractual confidential and proprietary information which Applicant provides to TÜV SÜD. However, the confidentiality does not apply where for label project output, the company shall have the acknowledgement that the general testing result and expert interpretation will be accessible online through scanning QR code, which is a value-added service to end consumers. Also, this obligation shall not apply to information which is already available to the public, or acquired from other sources without confidentiality restrictions, or is required to be disclosed by TÜV SÜD to Regulatory Authorities responsible for the acceptance of the Product. TÜV SÜD agrees that this obligation to maintain confidentiality shall survive the termination of this Agreement.

**保密**

未经申请人书面授权，TÜV 南德将不会主动向第三方披露申请人对TÜV 南德提供的合约的保密和专有信息。然而，对于标签项目输出，公司应确认一般检测结果和专家解读可以通过扫描二维码在线获取，这是终端消费者的增值服务，因此保密规定并不适用。同时，保密义务不适用于已经公开的信息，从其他渠道获得的无保密限制的信息，或TÜV 南德需要向负责产品验收的监管机构披露的信息。TÜV 南德同意，本协议终止后，该保密义务仍然有效。

**7.**2 **Disclaimer**

 For customized label application, TÜV SÜD only tests and evaluates entrusted testing items. For safety/ quality items not tested, Certification, CE conformity assessment and any relevant market entry requirements are not covered here. Under the agreed service scope, any subsequent certification application is not within the responsibility of TÜV SÜD and this label/ report cannot replace or be used as part of the technical documentation for such certification application.

**免责声明**

对于定制标签的申请，TÜV 南德只对委托的检测项目进行检测和评价。对于未检测的安全/质量项目，认证、CE符合性评价以及任何相关市场准入要求不在此范围内。在约定的服务范围内，TÜV 南德不负责任何后续的认证申请，本标签/报告不能替代或作为此类认证申请技术文件的组成部分。

**7.3 Subpoena**

 If TÜV SÜD is served with a Subpoena, Court Order, or similar document requesting the disclosure of confidential or proprietary information supplied to TÜV SÜD by the Company, TÜV SÜD shall promptly notify the Applicant. In the event that the Applicant chooses to contest the request, TÜV SÜD shall cooperate with the Applicant. The responsibility for contesting the request shall rest solely with the Applicant. If the Applicant declines to contest the request or is not successful in contesting the request, TÜV SÜD will provide the requested information. Any costs incurred by TÜV SÜD in responding to the request, including reasonable attorney's fees, shall be reimbursed by the Applicant immediately upon invoicing by TÜV SÜD.

**传票**

如果TÜV 南德收到传票、法院命令或类似文件，要求披露公司提供给TÜV 南德的保密或专有信息，TÜV 南德应立即通知申请人。如果申请人选择对该要求提出异议，TÜV 南德应配合申请人。对要求提出异议的责任应完全由申请人承担。如果申请人拒绝异议或异议不成功，TÜV 南德将提供要求的信息。TÜV 南德在响应要求时产生的任何费用，包括合理的律师费，在TÜV 南德开具发票后，申请人应立即予以报销。

**7.4 Fees**

 Label fees will be prepaid or billed to the Applicant or a designated payor. Payment shall be due upon presentation of invoices. The Applicant shall be considered in default if the charges are not paid within thirty (30) days, unless other payment terms have been agreed upon. TÜV SÜD reserves the right to adjust the billing rate for Label, and to issue reasonable charges in the event additional costs are incurred by TÜV SÜD as a result of Company’s failure to adhere to the TÜV SÜD Requirements. Additional costs include, but are not limited to, penalty fees for misuse of Label and costs associated with the product investigation. Label fees are non- refundable.

**费用**

标签费用将预付或向申请人或指定的付款人收取。付款应在出示发票时进行。如果申请人在三十（30）天内未支付费用，将被视为违约，除非已约定其他支付条款。TÜV 南德保留调整标签计费标准的权利。如果因公司未遵守TÜV 南德要求而导致产生额外费用，TÜV 南德有权进行合理的收费。额外费用包括但不限于滥用标签的处罚费用以及产品调查的相关费用。标签费用不可退还。

**7.5 No Assignment**

 The rights running to the Company under this Agreement may not be assigned to or acquired by any other person or corporation without TÜV SÜD's written authorization.

**不得转让**

未经TÜV 南德书面授权，公司在本协议下的权利不得转让给任何其他人或公司，或让其获得。

**7.6 Term**

 This Agreement shall continue in effect for a period of one (1) year from the date first above written and shall automatically be renewed thereafter for periods of one (1) year, unless the termination rights provided for in this Agreement are exercised.

**期限**

本协议自文首所载日期起，有效期为一（1）年，除非行使协议规定的终止权，此后按一（1）年期限自动续签。

**7.7 Jurisdiction**

 This Agreement shall be interpreted in accordance with and governed by the laws of the jurisdiction within which the TÜV SÜD office stated in the opening paragraph is located. If the Client is located in China, any dispute or claim arising from or in connection with this Agreement, its breach, its performance or non- performance shall be submitted to the China International Economic and Trade Arbitration Commission (“CIETAC”) shanghai Office for arbitration which shall be conducted in accordance with the Commission’s arbitration rules in effect at the time of applying for arbitration. The arbitral tribunal shall consist of three (3) arbitrators. TÜV SÜD on the one part and the Client on the other part shall each appoint one arbitrator. The parties shall appoint the third arbitrator. If the parties fail to agree on the third arbitrator within fifteen (15) days from the date on which the respondent receives the notice of arbitration, the parties hereby designate the Chairman of CIETAC as the appointing authority hereunder provided that the Chairman shall select an arbitrator who satisfies the qualifications in the preceding sentence. The language to be used in the arbitral proceedings shall be Chinese and English. Each version shall have the equal validity and legal effect. The arbitral award is final and binding upon both parties.

**司法管辖权**

本协议应根据开篇所述的TÜV 南德办事处所在的司法管辖区的法律解释并受其管辖。如果客户位于中国境内，因本协议引起的或与其有关的任何争议或索赔，其违约、履行或不履行均应提交中国国际经济贸易仲裁委员会（“CIETAC”）上海分会进行仲裁，仲裁应按照申请仲裁时生效的委员会仲裁规则进行。仲裁庭由三（3）名仲裁员组成。TÜV 南德和客户各指定一名仲裁员。当事方应共同指定第三名仲裁员。如果当事方在被申请人收到仲裁通知之日起十五（15）天内未能就第三名仲裁员达成一致意见，则当事方特此指定CIETAC主席为本协议的委任人，主席应选择一名符合上述资格的仲裁员。仲裁程序使用的语言应为中文和英文。两种语言版本具有同等效力和法律效力。仲裁裁决为终局性的裁决，对各当事方均有约束力。