THIS AGREEMENT is entered into between:

TÜV AUSTRIA (SHANGHAI) CO., LTD (hereinafter referred to as **"TASH"**) with registered address at:
6th Floor, Building 8, No. 518 North Fuquan Road, Changning District, Shanghai, P/C 200335, P.R. China.

and **"Company",** having its principle place of business at

Company Legal Entity Name	
Registered Address	
principle place of business (if different with Registered Address)	

Company is entering the Certification Agreement as a(n): ☐ Applicant* ☐ Manufacturer*.

**** See definitions below. If the entity is both the Applicant and Manufacturer, please check both boxes. If the Applicant and Manufacturer are different, please check the box that is applicable.***

本协议由**奥煌检测技术服务（上海）有限公司**（以下简称为**"TASH"**），
公司注册地址：上海市长宁区福泉北路518号8座6层，
与

客户公司法律实体名称	
注册地址	
主要营业地址（如果与注册地址不同）	

共同签订。

签订本协议的公司为：☐ 申请人* ☐ 制造商*

****见下文中的定义。如果客户公司既是申请人也是制造商，请两项都勾选。如果申请人和制造商为不同公司，请勾选适用的选项。***

INTRODUCTION

TASH provides a service for certifying whether products provided by the Applicant comply with designated Standards / Technical Regulations or specified requirements. Subject to the terms of this Certification Agreement, certificate may be granted, if products are found to be in compliance with Certification Requirement by TASH.

The Applicant intends to submit or has submitted Certification Application for certain Product manufactured by the Applicant or the Manufacturer if different, to TASH.

This Certification Agreement shall be executed by TASH and the Applicant (and the Manufacturer, if applicable) setting forth the terms and conditions to which the parties hereto must adhere.

NOW THEREFORE, taking into account the consensus of the Parties expressed herein, as well as other legal or material considerations, the parties hereto agree as follows:

引言

TASH向申请人提供对其所提供的产品是否符合指定标准/技术法规或指定要求，而进行的认证服务。根据本认证协议规定，如果产品被TASH鉴定符合认证要求，则可授予证书。

申请人有意或已向TASH提交由申请人或制造商（如不同）制造的产品的认证申请。

TASH和申请人（以及制造商，如适用）将履行本认证协议，同时双方必须遵守其条款和条件。

据此，考虑到双方在此所表共识，以及其他法律方面或重要的考虑，双方达成以下共识：

1. DEFINITIONS

1.1 Applicant: Organization or person who is responsible to TÜV AUSTRIA (SHANGHAI) CO., LTD for ensuring that **certification requirements**, including **product requirements**, are fulfilled.
NOTE whenever the term “Client” is used in this Agreement, it applies to both the “applicant” and the “Client”, unless otherwise specified.
1.2 Manufacturer: Any manufacturing organisation or person (including subcontractors and outworkers) responsible for the final assembly, testing and/or marking of products certified by an certification institution in accordance with the specific requirements of the Applicant of a certified product.
1.3 Client Company: Applicant and/or Manufacturer.
1.4 Evaluation: combination of the selection and determination functions of conformity assessment activities.
1.5 Product: Result of a process.
NOTE 1: Four generic product categories provided under ISO 9000:2005:
- services (e.g. transport);
- software (e.g. computer program, dictionary);
- hardware (e.g. engine, mechanical part);
- procedural materials (e.g. lubricant).

Many products comprise ingredients belonging to different generic product categories. Whether the product is then called service, software, hardware or procedural material depends on its dominant ingredient.
NOTE 2: Products include the results of natural processes, such as growth of plants and formation of other natural resources.
1.6 Certification requirement: specified requirements, including **product requirements**, to be fulfilled by the Client shall be the condition of obtaining or maintaining certification. The Certification requirements include a) requirements imposed on the Client by this **Certification Agreement**; b) requirements imposed on the client by the **Certification Program**; c) requirements contained in the Test Report, Inspection Report, the Standard(s)/Technical Regulation(s), if any, applicable to the Product; and (d) any third party requirements separately applied as a condition of the Certification.
1.7 Product requirement: requirement that relates directly to a product, specified in standards or in other normative documents / technical regulations identified by the **Certification Program**.
1.8 Certification Program: certification system directs at the specified products, to which the same specified requirements, specific rules and procedures apply.
1.9 Scope of certification: identification of the following contents:
- the product(s), process(es) or service(s) for which the certification is granted;
- the applicable certification scheme, and;
- the standard(s) and other normative document(s), including their date of publication, to which it is judged.

1.10 Certificate: A formal certification documentation issued by TASH.
1.11 Witness audit: The relevant authority (e.g. accreditation institution) witnesses the conformity and correctness of the implementation of the certification activities of the certification institution (TASH) according to the relevant requirements.

1. 定义

1.1 申请人：有责任向奥煌检测技术服务（上海）有限公司确保满足**认证要求**包括**产品要求**的组织或个人。
注：若无特别说明，则本协议中使用的术语“客户”既适用于“申请人”也适用于“客户”。
1.2 制造商：根据认证产品申请人的特定要求，负责对认证机构认证的产品进行最终组装、检测、和（或）铭牌标签的任何制造组织或个人（包括分包商和外劳）。
1.3 客户公司：申请人和/或制造商。
1.4 评价：合格评定活动中的选取和确定功能的组合。
1.5 产品：过程的结果。
注1：ISO 9000：2005中给出了四种通用的产品类别：
- 服务（如运输）；
- 软件（如计算机程序、字典）；
- 硬件（如发动机、机械部件）；
- 流程性材料（如润滑剂）。

许多产品由分属于不同产品类别的成分组成，其属性是服务、软件、硬件，还是流程性材料取决于产品的主导成分。
注2 ：产品包括自然过程的结果，如植物生长和其他自然资源的形成。
1.6 认证要求：作为获得或保持认证的条件，**客户**所要满足的规定要求，包括**产品要求**。认证要求包括：a）本**认证协议**提出的对客户的要求；b）**认证方案**提出的对客户的要求；c）测试报告（如有）、工厂检查报告（如有）、适用于产品的标准/技术法规（如有）中的要求；以及d）作为认证要求单独适用的任何第三方要求。
1.7 产品要求：认证方案列出的标准或其他规范性文件中规定的、与产品直接相关的要求。
1.8 认证方案：针对特定的产品，适用相同的要求、规则和程序的认证制度。
1.9 认证范围：对以下内容的界定：
- 批准认证的产品、过程或服务；
- 适用的认证方案；
- 评价产品、过程或服务是否符合要求的标准和其他规范性文件（包括发布日期）

1.10 证书：系指TASH出具正式的认证文件书面证明。
1.11 见证审核：相关权威机构（如认可机构）根据相关要求，见证认证机构（TASH）认证活动实施的符合性和正确性。

2. CLIENT RIGHTS

During the validity of the product certificate, the Client is entitled to:
2.1 use of product certificate;
2.2 presentation of the original product certificate through advertisement.
Further advertising measures by the Client, which refer to the activity of TASH, must be agreed with TASH. The responsibility of the Client for the design of its advertising remains unaffected.

2. 客户权利.

在产品证书有效期内，客户有权：
2.1 使用产品证书；
2.2 展示原始产品证书形式的广告措施；
客户针对TASH活动的进一步广告措施必须与TASH达成一致。客户对其广告设计的责任不受影响。

3. CLIENT OBLIGATIONS

Client understands its obligations pursuant to this Certification Agreement in order to maintain Certification, and warrants that it shall comply with the following provisions:
3.1 always fulfill the **certification requirements** (including **product requirements**), including implementing appropriate changes when they are communicated by TASH, which must be fulfilled as a condition for establishing or maintaining the certification.
3.2 ongoing monitoring of the certified products to ensure that the products continue to comply with the certified samples and fulfill all product requirements.
3.3 at any time granting, enabling and making all necessary arrangements for
- TASH may conduct evaluations and monitoring at any time when required for certification, including, but not limited to, at any time during business hours, TASH representatives have the right to directly review documents and records, and visit relevant equipment, sites, areas, personnel and subcontractors without prior notice to the client;
- investigation of complaints;
- the participation of observers. This applies to TÜV Austria personnel as well as personnel of regulatory and accreditation institutions during observation activities. Each of these observers is bound to confidentially.

3.4 the statement relevant to the certification shall be consistent with the scope of certification.
3.5 shall not use its product certification in such a manner as to bring TASH into disrepute and shall not make any statement regarding its product certification that TASH may consider misleading or unauthorized.
3.6 upon suspension, withdrawal, or termination of certification, the Client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the Certification Program (e.g. the return of certification documents / Certificate) and takes any other required measure.
3.7 if the Client provides the copies of certification documents / Certificate to others, the documents shall be reproduced in their entirety. The duplication must be done as follows:

- unique identification as a copy,
- the duplicated documents shall be marked with the note that they are excluded from the revision scope.
- The Client is obliged to make records of all manner of disclosure, including details of the purpose for which and to whom the certificate and any annexes have been handed over.

3.8 in making reference to its product certification in communication media such as documents, brochures or advertising, the Client shall comply with the requirements of TASH or as specified by the Certification Program;

3.9 comply with any requirements that are prescribed in the Certification Program relating to the use of TÜV AUSTRIA mark of conformity, and on information related to the product.

3.10 record, investigate and address as well as archive and compile all complaints and claims concerning the certified product, which are known by the market or third parties, as well as submission of these complaints to TASH and to inform the certification TASH at its request, and

- take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- document the actions taken; This requirement of recording extends to the entire validity period of the product certificate. After expiry of the product certificate, the records must be kept for ten years. Appropriate measures must be taken and documented.

3.11 inform TASH, without delay, of changes that may affect its ability to conform with the certification requirements, e.g. changes can include the following:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- modifications to the product or the production method,
- contact address and production sites,
- major changes to the quality management system.

3.12 define a new type description in case of a change to a certified product for the modified product, if it is also to be certified.

3.13 In case the certification requires or if it is required by any law or regulation or any order of any judicial, governmental or regulatory body or if it is required by a recognized body or a stock exchange to disclose any information or document related to the Client or Contract, TASH is permitted to make such disclosure.

3.14 authorize TASH to disclose information that has become public due to legal or regulatory reporting requirements in relation to the product certification body.

3.15 verifiable observance of the instructions from the periodic manufacturing controls and the surveillance activities of TASH.

3.16 compliance with a agreement with the actual manufacturer, which must be observed during the manufacture of the product and shall include the required control measures, if the Client as product certificate holder is not the manufacturer of the product.

3.17 independent observance of the obligation to report to the authorities as a manufacturer or distributor either by themselves or through an authorized representative, despite of a product certification by TASH.

3.18 allow TASH's various approval and accreditation institutes, as well as the high-level quality management of the TÜV Austria Group, to carry out witness audits of their operational facilities and their subcontractors, as well as the corresponding obligations to subcontractors.

3.19 execution of the production with high care concerning the excellence and quality including the verification that the certified product continues to meet the product requirements.

3.20 carry out immediate remedy of safety defects on certified products which subsequently become apparent. In any case, the Client shall stop placing these products on the market and immediately inform TASH.

3. 客户义务

制造商了解其必须按照本认证协议规定履行相关义务，从而维持产品认证，并保证遵从下列规定：

3.1 作为获得或保持认证的条件，始终满足**认证要求**（包括**产品要求**），包括当收到TASH的通知时做出适当变更。

3.2 持续监控获证产品，以确保获证产品符合认证样机并持续满足**产品要求**。

3.3 允许，并为下列事项做出所有必要的安排：

- 认证活动需要的情况下，TASH随时实施评价和监督，包括但不限于，在办公时间内的任何时候，TASH代表有权不必事先通知客户即能直接审查文件和记录，访问相关设备、场所、区域、人员及分包方;
- 投诉的调查；

- 观察员的参与。这适用于在观察活动期间的TÜV奥地利人员以及监管机构和认可机构人员。观察员遵循保密原则。

3.4 有关认证的声明与认证范围一致。

3.5 客户不得以损害TASH声誉的方式使用产品认证的结果，不得做出使TASH认为可能误导或未经授权的有关产品认证的声明。

3.6 当认证暂停、撤销或终止时，客户停止使用包含产品认证内容的所有广告，采取认证方案要求的措施（如交回认证文件/证书）以及其他需要的措施。

3.7 如果客户将认证文件的副本提供给其他人，文件应被完整地复制。并且副本需要满足以下要求：

- 副本标注唯一标识；
- 复印件应注明不在修订范围内；
- 客户有义务记录所有披露方式，包括证书和任何附件的交付目的和对象的详细信息。

3.8 在文件、宣传册或广告等传播媒介中涉及到产品认证内容时，应遵守TASH的要求和认证方案的规定；

3.9 遵守认证方案中规定的TÜV AUSTRIA标志的使用和产品相关信息的任何要求；

3.10 记录、调查、处理、保存市场或第三方已知的与获证产品有关的所有投诉和索赔，并在TASH要求时提供。以及

- 对这些投诉以及在产品中发现的影响认证要求符合性的任何缺陷，采取适当的措施；
- 将所采取的措施形成文件。记录的要求延伸到产品证书的整个有效期。产品证书到期后，记录必须保存十年。

3.11 当发生了可能影响满足认证要求的能力的变更，客户及时通知认证机构，包括：

- 法律、商业、组织的状况或所有权的变更；
- 组织和管理层的变更（如：主要的管理、决策或技术人员变更）；
- 对产品或生产工艺的改进；
- 联系地址和生产场地；
- 质量管理体系的重要变更。

3.12 如果更改后的认证产品也要通过认证，则定义新的类型。

3.13 如果认证活动需要或者如果应任何法律、法规要求，或者任何司法机构、政府部门或监管机构的任何命令，或者认可机构、证券交易所要求，需要披露任何与客户、合同相关的信息、文件时，允许TASH做出该等披露。

3.14 授权TASH披露由于与认证机构有关的法律或法规要求而公开的信息。

3.15 可验证地遵守TASH的获证后监督中的说明。

3.16 如果客户作为产品证书的持有者不是产品的制造商，则客户必须遵守与实际制造商的合同协议，该协议必须在制造产品时遵守，并包括要求的控制措施。

3.17 尽管由TASH进行了产品认证，但仍独立遵守由制造商或分销商自行或通过授权代表向当局报告的义务。

3.18 允许TASH的各种批准和认可机构，以及TÜV奥地利集团的高级别质量管理部门，对其运营设施及其分包商进行见证审核，以及对分包商的相应义务。

3.19 以高度谨慎的态度执行生产，关注卓越和质量，包括验证获证产品是否持续满足产品要求。

3.20 对这些获证产品中发现的影响认证要求符合性的任何缺陷，需要立即采取适当的措施。在任何情况下，客户应停止将这些产品投放市场，并立即通知TASH。

4. TASH RIGHTS

4.1 Except in cases where the need to reevaluate the product is due to intentional or gross negligence by TASH, TASH reserves the right, upon reasonable written notice to the Client, to re-evaluate the product at the Applicant's expense. The reasons for the re-evaluation may be due to: Surveillance (Deviation Notice), revision of applicable standards/technical regulations, new information about the characteristics of the materials/component used in the product, or other information that raises a question concerning the conformance of the Product. The above re-evaluation may require TASH to review the test report, re-evaluate the product and update the records, and charge related fee

4.2 TASH reserves the right to modify or withdraw the Certification Requirements to the extent required by applicable statutory regulations or standards, with reasonable notice to the Client. If the Certification Requirements are modified, the certificate is still valid after the Client demonstrates TASH that the product meets the revised Certification Requirements. If the Certification Requirements is withdrawn, the Certificate shall be terminated. If there is a modification or withdrawal of the Certification Requirements, TASH shall notify the Client, stating a reasonable date by which the Product must meet the revised Certification

Requirements or for such termination.
4.3 TASH reserves the right to charge the costs incurred in connection with the clarification of such occurrences to the Client.

4. TASH 权利

4.1 非因TASH故意或者重大过失导致需要重新评价产品外，TASH保留在向客户发出合理书面通知后，重新评价产品的权利，由此产生的费用由申请人承担。需要重新进行评价的原因可能出于：监督（不符合项通知）、适用标准/技术法规的修订、有关产品所用材料/零部件特性的新信息或引起产品一致性问题的其他信息。上述重新评价可能需要TASH复核测试报告、重新评价产品和更新记录，并收取相关费用。
4.2 TASH保留在合理通知客户的情况下，在适用法律法规或标准要求的范围内修改或撤销认证要求的权利。如果认证要求被修改，则在客户向TASH证明产品符合修改后的认证要求后，证书仍然有效。如果认证要求被撤销，则证书也将被撤销。如果认证要求有修改或撤销，TASH应通知客户，说明产品必须满足修改后的认证要求或证书撤销的合理日期。
4.3 TASH的认证机构保留向客户澄清与此类事件有关的费用的权利。

5. TASH OBLIGATIONS

5.1 Obligation to provide information when third parties are included in the activities,
5.2 Responsibility for the publication of the “certified product list”,
5.3 Storage obligation of records
5.4 Compliance with reporting obligations to relevant agencies/authorities in accordance with applicable laws and rules;
5.5 If required, disclosure of information from the Client to the necessary authorities
5.6 TASH agrees to perform certification activities with due care, and maintain impartiality during the service provision. TASH does not guarantee or warrant that third parties will accept or recognize the results obtained by TASH or the TASH certification.

5. TASH 义务

5.1 当活动中包含第三方时有义务提供信息；
5.2 负责发布“获证产品名录”；
5.3 保存记录的义务；
5.4 根据适用的法律和规则，遵守向相关机构/主管部门报告义务；
5.5 如有必要，向主管部门披露必要的客户信息；
5.6 TASH同意谨慎执行认证活动，并保持服务过程中的公正性；TASH不保证或担保第三方会接受或认可TASH的得出的结果或TASH认证的产品。

6. CONFIDENTIALITY

6.1 Without written authorization from the Client, TASH will not voluntarily disclose to third parties confidential and proprietary information obtained or created during the performance of certification activities. This obligation shall not apply to information which is already publicly available, or acquired from other sources without confidentiality restrictions, or is required to be disclosed by TASH to Authorities.
6.2 The Principal shall consent to TASH making copies for the records of TASH of written docu-ments, drawings and plans etc. which are left with TASH for its perusal and which are necessary for the completion of the agreement.

6. 保密

6.1 未经客户书面授权，TASH不得私自向第三方透露，在从事认证活动时获取或产生的客户机密和专有信息。本义务不适用于已向公众公开的或从其他不受保密限制渠道获得的信息，或者需要向监管机构公开的信息。
6.2 委托方应同意TASH对其为履行合同需要并提供给其审阅的书面文件、图纸、方案等进行复制。

7. NONCONFORMITY WITH CERTIFICATION REQUIREMENTS

7.1 **Action.** When a nonconformity with certification requirements is substantiated, or there is any improper or unauthorized use of the Certificate or TASH name, TASH will notify the Client and require the Client, at its own expense, to undertake corrective action to ensure that the Product complies with TASH Requirements.

TASH reserves the right, in its sole discretion, to take additional actions as it deems necessary, including but not limited to:
(a) Continuation of certification under conditions specified by TASH (e.g. addition of surveillance);
(b) Reduction the scope of certification to remove nonconforming product variants;
(c) Suspension of the certification pending remedial action by the Client;
(d) Withdrawal of the certification;
(e) Payment of penalty fees (as defined in general information package) and any costs associated with the product investigation by the Client;
(f) Removal of the non-compliant product from the published directory of TASH certified products;
(g) Termination of this Certification Agreement pursuant to Article 8;
(h) Notification of regulatory authorities and the public;
(i) Compliance with any applicable statutes, rules, or regulations.

7.2 Indemnification.

(a) Default by the Client of the product certification regulations, this Agreement and the provisions within of the TASH Terms and Conditions shall constitute a breach of contract. In addition to the suspension or withdrawal of the certificate, TASH is entitled to demand compensation from the Client for breach of contract and all damages caused to TASH, up to a maximum of EUR 15,000 for a single breach of contract.
(b) In the event of a violation by the Client against the product certification requirement and the certification agreement, TASH is entitled to demand a contractual penalty up to an amount of EUR 15,000 for each violation by the Client in addition to the invalidation of the product certificate.
(c) However, TASH is not obliged to assert any excess damages. In addition, TASH reserves the right to terminate the contract with immediate effect without notice and, if necessary, to declare all other product certificates existing for the Client invalid as soon as TASH detects the violation.
(d) TASH reserves the right to require the Client to reimburse the expenses incurred by the Client against the certification provisions for product certification. Such expenses are, e.g. costs of comparative testing of certified products with products from the market, necessary searches, production site inspections, shipping controls (e.g. shipment inspections), stock control checks and other measures which are necessary to be documented for TASH.
(e) The costs incurred for such measures shall be charged by TASH to the Client according to the applicable price list at the expense.

7. 违反认证要求

7.1 补救措施：如果证实产品存在不满足认证要求的不符合时，或不恰当或未经授权使用证书或TASH名称，TASH会通知客户并要求该公司采取整改行动使产品符合TASH的要求，并自行承担相关费用。TASH保留采取以下措施的权利，包括但不限于：
(a) 在TASH规定的条件（如：增加监督）下保持认证；
(b) 缩小认证范围以剔除不符合的产品类别；
(c) 在客户采取补救措施前暂停认证；
(d) 撤销证书；
(e) 要求客户承担误用证书的罚款（依照基本信息中的说明）以及因产品调查产生的费用；
(f) 从TASH认证目录中移除不符合产品；
(g) 按照第8条规定终止本认证协议；
(h) 通知当局和公众；
(i) 符合任何适用的法律法规。

7.2 违约行为的赔偿

(a) 如果客户违反产品认证的认证规定、本协议以及TASH《条款与条件》的条款内容均属于违约。除了暂停或者撤回证书之外，TASH还有权要求客户赔偿违约金及由此给TASH造成的全部损失，单次违约行为对应的赔偿的最高金额为15,000欧元。
(b) 但是TASH没有义务主张任何超额赔偿。此外，TASH保留立即取消合同的权利，不另行通知，并且在必要时，一旦TASH发现违规行为，则保留对客户的所有其他产品证书进行撤销的权利。
(c) TASH保留要求客户偿还客户因产品认证的认证规定而产生的费用的权利。这样的支出是例如将认证产品与市场上的产品进行对比测试的成本，必要的调查，生产现场检查，运输控制（例如装运检查），库存控制检查和其他必须为TASH记录的措施。
(d) 这些措施产生的费用应由TASH根据适用的价格表向客户收取，费用自理。

8. TERMINATION OF THE AGREEMENT

8.1 Termination By Either Party. Either party may, for any reason, terminate this Certification 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 registeredor certified mail, return receipt requested or by courier with confirmed delivery.

8.2 TASH Right To Terminate. TASH may terminate this Certification Agreement, as to any Product, without prejudice to any other rights or remedies that TASH may have, immediately upon written notice, if TASH determines that the Product fails to comply with the TASH Requirements and such defect was not cured within a reasonable period of time.

8.3 Obligations Upon Termination. Upon termination of this Certification Agreement, Applicant and the Manufacturer shall:

(a) Discontinue the use of TASH logos on the Product or Company's promotional material or advertising.

(b) Promptly return of all Certification documents.

(c) Continue to enforce the terms of this Certification Agreement concerning indemnification and obligations, which terms shall survive the termination of this Certification Agreement.

(d) Pay any remaining outstanding charges owing to TASH immediately.

(e) Applicant is obligated to notify its Manufacturer of the termination and insure both the Applicant and Manufacturer comply with all requirements in this section.

8. 协议终止

8.1 任何一方要求终止协议。协议的任何一方可由于某种原因或涉及某种产品在至少提前六十(60)日书面通知另一方的情况下终止本认证协议。此通知应指明终止日期，通知期限被认为从以挂号信形式（须有回执）或由快递员（须证实交付）邮寄通知给另一方之日算起。

8.2 TASH有权利终止协议。在不损害TASH其他利益或纠正措施的前提下，TASH一旦发现产品不符合认证要求，并且客户在合理的时间内未予纠正，将立即发出书面通知终止此认证协议；

8.3 协议终止后的义务。本认证协议终止后，申请人和制造商应：

(a) 在产品或客户公司的促销资料或广告上停止使用TASH标志。

(b) 立即返还所有认证文件。

(c) 继续执行本认证协议中所规定的违约行为的赔偿与责任，上述条款不应因为本认证协议的终止而失效。

(d) 立即向TASH支付尚未支付的款项。

(e) 申请人有责任通知其制造商协议终止事宜，并确保申请人和制造商都能遵守本节内容中的所有要求。

9. Miscellaneous

9.1 Governing Law. The formation, validity, interpretation, execution and settlement of disputes in respect of, this Agreement shall be governed by the relevant laws of People's Republic of China.

9.2 No Assignment. Without the prior written consent of TASH, the rights and duties running to the Client resulting from this Certification Agreement may not be assigned to third parties.

9.3 COPYRIGHT. All copyrights to the test and factory inspection reports, certificates, expert opinions, calculations and other results documented, provided by TASH, remain by TASH. The transfer, application and / or publication of the service beyond the contractually purpose requires the prior written agreement of TASH. In the case of the transfer, application and / or publication of the service, the Client is responsible for compliance with the legal regulations. The Client shall indemnify TASH to the extent that any third-party claims are infringed.

9.4 Validity Term. This Certification Agreement shall continue in effect for a period of one (1) year from the date on which this Agreement is duly executed and stamped, and shall automatically be renewed thereafter for periods of one (1) year, unless the termination rights provided for in this Certification Agreement are exercised.

9.5 Place of jurisdiction and applicable law. For this agreement and the entire legal relationship between the parties Law of People's Republic of China shall apply with the exception of reference norms. Applicability of the UN Convention on Contracts for the International Sale of Goods, CISG, shall consensually be excluded. Any disputes arising from this agreement shall be submitted to China International Economy and Trade Arbitration Commission, Shanghai Sub-commission for arbitration. Place of arbitration shall be Shanghai. Arbitration language shall be Chinese. The arbitral award shall be final and binding upon the Parties.

9. 补充条款

9.1 管辖法律. 本合同之订立、效力、解释、执行和争议解决均适用中华人民共和国相关法律。
9.2 不可转让. 未经TASH书面授权，客户不得将本合同及由此产生的权利和义务转让给第三人。
9.3 版权. TASH提供的测试和工厂检查报告、证书、专家意见、计算结果和其他结果，其所有版权均为TASH所有。超出合同目的的服务转移，应用和/或发布需要TASH的事先书面同意。对于服务的转移，应用和/或发布，客户有责任遵守法律法规。
9.4 有效期限. 本认证协议从签章生效的日期起一年内有效，之后自动续期一年，除非本认证协议所提供的终止协议权被使用。
9.5 管辖地和适用法律. 本协议及双方之间的整个法律关系均适用中华人民共和国法律，但引用规范除外。排除适用《联合国国际货物销售合同公约》。凡因本协议产生的争议均应提交中国国际经济贸易仲裁委员会上海分会通过仲裁解决。仲裁地应为上海市。仲裁语言应为中文。仲裁裁决应为最终裁决，并对双方均具有约束力。

This Agreement is accepted and duly executed by:

以下双方接受并充分履行本协议：

TÜV AUSTRIA (SHANGHAI) CO., LTD. **奥煌检测技术服务(上海)有限公司**	
By 签字	
Place, Date 地点，日期	
Company seal and legally binding signature – Signature 公司印章和具有法律约束力的签名	
Print Name 姓名	
Title 职位	

Company: **公司名称：**	
By 签字	
Place, Date 地点，日期	
Company seal and legally binding signature – Signature 公司印章和具有法律约束力的签名	
Print Name 姓名	
Title 职位	