



NSF-ISR 认证服务：条款和条件

NSF-ISR CERTIFICATION SERVICES: TERMS AND CONDITIONS

如果英文版和非英文版之间出现差异或冲突，应以英文版为准。 / In the event of a discrepancy or conflict between the English and non-English versions, the English version shall prevail.

本认证服务条款和条件（“服务条款”）适用于 NSF International Strategic Registrations, Ltd（“NSF-ISR”）为客户提供的认证服务。每份建议书应对具体服务进行概述。一般条款、该等服务条款和建议书在此统称为“协议”。对一般条款和服务条款的任何修改均应在建议书中注明，且仅适用于所确定的服务。若在本服务条款中未定义，则本服务条款中首字母大写的术语应具有与一般条款中相同的定义。

第 1 节：适用于 NSF-ISR 认证服务

- 1.1 本协议的期限应逐年延长，直至服务完成或适用建议书中另有规定。
- 1.2 服务和交付成果不构成 NSF 提供的咨询服务。
- 1.3 本协议包含，并且客户特此证明并声明，其已收到、阅读并应遵守适用于服务的 NSF-ISR 标准、政策、指南和准则（以下统称为“政策”）。客户同意，NSF-ISR 可能会不定期修订政策或添加新材料，在通知客户后，这些内容应适用于本协议并成为本协议的一部分。若存在适用的修订版本，在收到相关通知后，客户同意遵照公布的修订版本，履行相关义务；或者，客户可自行终止协议，但需以本协议之规定为依据。客户明确同意，其将向 NSF-ISR 提供服务所需的任何信息。客户声明并保证，尽其所知，为服务之目的向 NSF-ISR 提供的信息具有真实性、准确性和完整性。客户对此类信息的真实性和准确性承担全部责任，包括但不限于与客户要求认证的设施或系统有关的信息。客户承认，NSF-ISR 能否在建议书规定的时间内提供服务，取决于客户能否及时向 NSF-ISR 提供信息，以及能否允许 NSF-ISR 访问客户的任何设施。
- 1.4 如果 NSF-ISR 被授权使用任何标志或证书，则 NSF-ISR 将通知客户，并且客户同意遵守 NSF-ISR 关于使用 NSF-ISR 标志（“标志”）或证书的所有政策。客户明确承认并同意，签署本协议本身并不构成认证或使用标志的授权。如果经 NSF 确定，管理体系发生重大变更，或出于 NSF-ISR 认证以外的任何目的或以 NSF-ISR 认证以外的任何方式被用于代表认证，则该标志的使用无

These Certification Services Terms and Conditions (“Service Terms”) govern certification Services performed by NSF International Strategic Registrations, Ltd (“NSF-ISR”) for the Client. Each Proposal shall outline the specific Services. The General Terms, these Service Terms and the Proposal shall collectively be referred to herein as the “Agreement.” Any variations to the General Terms and Service Terms shall be identified on the Proposal and apply only to the identified Services. If not defined herein, the capitalized terms in these Service Terms shall have the same definition as identified in the General Terms.

Section 1: Applies to NSF-ISR Certification Services

- 1.1 The term of the Agreement shall continue year over year until completion of the Services or as otherwise indicated on the applicable Proposal.
- 1.2 The Services and the Deliverables do not constitute the provision of consulting Services by NSF.
- 1.3 This Agreement incorporates, and Client hereby certifies and represents that it has received, read and shall abide by the NSF-ISR standards, policies, guidelines and criteria governing the Services (hereinafter collectively called “Policies”). Client agrees that NSF-ISR may amend the Policies or add new materials from time to time, which upon notice to Client, shall then apply to and be part of this Agreement. Upon receipt of notice of any applicable revision, Client agrees that it will abide by the announced revision; or, at its option, Client may terminate this Agreement in accordance with the provisions of this Agreement. Client expressly agrees that it will supply NSF-ISR with any information needed for the Services. Client represents and warrants that, to the best of its information and knowledge, the information given to NSF-ISR for purposes of the Services is true, accurate and complete. Client assumes sole responsibility for the truth and accuracy of such information, including but not limited to information about the facilities or systems that Client requests to be certified. Client acknowledges that the ability of NSF-ISR to perform Services in the timeframe set forth in any Proposal is contingent upon Client’s provision to NSF-ISR of timely information and to provide access to any of Client’s facilities.
- 1.4 NSF-ISR will notify Client if and when it is authorized to use any mark or certificate, and Client agrees to abide by all NSF-ISR policies concerning use of an NSF-ISR mark (“Mark”) or certificate. Client expressly acknowledges and agrees that execution of this Agreement, of and by itself, is not authorization of certification or to use the Mark. Use of the Mark is invalid if, as determined by NSF-ISR, the management systems have been significantly altered or are being used to represent certification for any purpose or in any way other than



效。客户在文件、网站、宣传册或广告等传播媒体中提及认证时，应遵守 NSF-ISR 的所有要求，包括政策中提及的要求。客户同意仅在已授予认证的范围内提出有关认证的声明。客户不得：(i) 以任何使 NSF-ISR 名誉受损的方式使用其认证；(ii) 就其认证做出任何误导性或未经 NSF-ISR 授权的声明；或 (iii) 以任何误导性方式使用任何与认证相关的证书或报告；对于因客户滥用标志、虚假陈述其设施的认证状态或未能始终遵守政策而引起的任何索赔，NSF-ISR 不承担任何责任，客户应自行承担。如果客户未能及时支付费用/成本或未能遵守 NSF-ISR 的任何要求，则 NSF-ISR 有权撤销对标志或证书的使用授权。

- 1.5 “交付成果”一词是指在提供服务的过程中所取得的成果，包括任一结果（包括测试结果）、观点、报告、总结性内容、结论或其他产物，或 NSF-ISR 提供的服务相关材料、信息、数据、报告或其他工作产品。交付成果反映了 NSF-ISR 在执行服务时的调查结果，基于向 NSF-ISR 提供的信息，并以书面形式阐述 NSF-ISR 仅就其中确定的事项得出的调查结果。NSF-ISR 可不定期向客户提供初步交付成果，该成果具有可变动性。除非 NSF-ISR 另有书面规定，否则交付成果仅供客户内部使用，或按照标准和政策中的规定使用。若适用，NSF-ISR 可针对交付成果，设置使用期限和适用条件，并将其提供给客户。
- 1.6 客户承认，NSF-ISR 获得多重认证，相关资格需由认证/监督机构进行审查、核实和验证。客户同意任何监督、认证机构或其他相关方（如 ANSI 美国国家认证委员会（ANAB）；国际汽车监督局（IAOB）；国际航空航天质量组织（IAQG）；美洲航空航天质量组织（AAQG）；美国联邦航空局（FAA）；与 R2/RIOS 相关的废料回收工业协会（ReMa））可以在客户、NSF-ISR 的办公场所或其他地方审查、见证和分析任何服务以及服务的相关数据、信息和交付成果。针对客户享有的特定服务，在上述认证/监督机构允许的范围内，客户明确表示，NSF-ISR 可根据上述认证/监管机构的指示，向第三方披露与客户或客户设施、产品或服务相关的信息。
- 1.7 在因任何原因终止服务或本协议后，客户应立即停止使用该标志，包括但不限于在其说明书和广告中的使用。客户进一步同意，在因任何原因终止服务后，其将以 NSF-ISR 可接受的方式交出、抹去或以其他方式处置带有标志或提及 NSF-ISR

that certified by NSF-ISR. In making reference to Client's certification in communications media such as documents, website, brochures or advertising, Client shall comply with all requirements of NSF-ISR, including those referenced in the Policies. Client agrees to make claims regarding certification only in respect to the scope for which the certification has been granted. Client shall not: (i) use its certification in any manner that brings NSF-ISR into disrepute; (ii) make any statement concerning its certification that is misleading or unauthorized by NSF-ISR; or (iii) use in any misleading manner any certificate or report related to certification. NSF-ISR assumes no liability, and Client shall be solely responsible, for any claims arising from the Client's misuse of the Mark or misrepresentation of the certification status of its facilities, or failure at all times to comply with the Policies. NSF-ISR reserves the right to withdraw authorization for use of a Mark or certificate for failure to timely pay fees/costs or for failure to follow any NSF-ISR requirement.

- 1.5 The term “Deliverables” means any results (including test results), opinions, reports, summaries, conclusions or other outcomes of the Services, or materials, information, data, reports, or other work product which NSF-ISR provides in connection with the Services. The Deliverables reflect the findings of NSF-ISR at the time Services are performed and based on the information provided to NSF-ISR and set forth in writing the findings of NSF-ISR solely with respect to the matters identified therein. NSF-ISR may from time to time provide Client with preliminary Deliverables, which are subject to change. Unless provided otherwise by NSF-ISR in writing, the Deliverables are only for Client's internal use or otherwise as set forth in the Standards and Policies. If applicable, a date of expiration and conditions relating to the use of the Deliverable may be established by NSF-ISR and provided to the Client.
- 1.6 Client acknowledges that NSF-ISR holds various accreditations that require review, audit, and inspections by accreditation and oversight bodies. Client agrees that any oversight, accreditation body or other interested party (e.g., ANSI National Accreditation Board (ANAB); International Automotive Oversight Bureau (IAOB); International Aerospace Quality Group (IAQG); Americas Aerospace Quality Group (AAQG); Federal Aviation Authority (FAA); Institute of Scrap Recycling Industries (ReMa) associated with R2/RIOS) may review, witness, and analyze any Services and the associated data, information and Deliverables for the Services, whether at the premises of Client, NSF-ISR, or elsewhere. To the extent required by such accreditation/oversight bodies with respect to the particular Services provided to Client, Client expressly consents that NSF-ISR may disclose to third parties the information about Client or Client's facilities, products or services as directed by such accreditation/oversight bodies.
- 1.7 After termination of Services or of this Agreement for any reason, Client shall promptly discontinue use of the Mark, including but not limited to in its literature and advertising. Client further agrees that, upon termination of Services for any reason, it will surrender, efface or otherwise dispose of in a manner acceptable to NSF-ISR all literature, certification flags



认证的说明书、认证标志或其他信息，并将所有证书归还给 NSF-ISR。客户同意，为执行本款之规定，NSF-ISR 所采取的法律救济措施并不充分，因此 NSF-ISR 有权专为上述目的（执行本款之规定）前往具有合法管辖权的任意一家法院，提出相关诉求。如果客户在任何破产或破产程序（无论是根据美利坚合众国法律还是任何其他国家、地区或司法管辖区的法律）中成为债务人，则客户同意并规定，NSF-ISR 有权根据适用法律从任何适用的中止、命令或禁令中获得救济，以立即执行本款之规定。

- 1.8 客户应遵守并促使其公司实体和各级分包商遵守美利坚合众国任何政府机构实施的任何出口限制，包括但不限于 1979 年《出口管理法》（50 USC 2401-2420）和据此颁布的《出口管理条例》（15 CFR 768-799）的规定；以及《反海外腐败法》。

or other information bearing a Mark or referencing NSF-ISR certification and return to NSF-ISR all certificates. Client agrees that NSF-ISR's remedies at law to enforce the provisions of this paragraph may be inadequate and that accordingly NSF-ISR shall be entitled to and Client agrees to the entry of an order in any court of competent jurisdiction specifically enforcing the provisions of this paragraph. In the event Client shall become a debtor in any insolvency or bankruptcy proceeding (whether under the laws of the United States of America or the laws of any other country, territory or jurisdiction), Client agrees and stipulates that NSF-ISR shall be entitled to relief from any applicable stay, order or injunction to immediately pursue enforcement of this paragraph under applicable law.

- 1.8 Client shall comply and shall cause its corporate entities and subcontractors at all tiers to comply with any export restrictions imposed by any governmental agency of the United States of America, including without limitation the provisions of the Export Administration act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; and the Foreign Corrupt Practices Act.