

## A. General Certification Terms and Conditions 一般认证条款和条件

The below rules refer to valid standards, regulations and guidelines applicable to the subject of the contract between the Customer and TÜV Saarland Certification GmbH ("Contractor" or "Certification Body"). When commissioning the Certification Body, the applicant and the Customer accept the Testing and Certification Terms as amended and the TÜV Saarland Certification GmbH General Terms and Conditions as being of the essence and legally binding. Existing contract relationships are subject to the Testing and Certification Terms as amended and the TÜV Saarland Certification GmbH General Terms and Conditions which can be read on the internet, inspected at the certification centre and, upon request, be delivered. The Certification Body may commission sub-contractors. The Contractor performs all individual certifications on an independent and impartial basis under consideration of the principle of equality.

以下规则是适用于委托人与 TÜV SAARLAND CERTIFICATION GMBH（以下简称“承包商”或“认证机构”）之间合同主体的相关有效标准、规定和章程。委托认证机构时，即表示申请方及委托人接受经过修订的《检测认证条款》以及至关重要且具有法律约束力的《TÜV Saarland Certification GmbH 的一般认证条款和条件》。现有合同关系受修订后的《检测认证条款》以及《TÜV Saarland Certification GmbH 的一般认证条款和条件》的约束。这些条款和条件可以在网上找到，也可以在认证中心查看，并且在要求时进行提供。认证机构可以委托分包商。承包商秉承公平性原则，公正独立地开展所有认证活动。

### 1. General provisions 总则

- 1.1 The Customer must provide the Contractor with information required for certification.  
委托人应向承包商提供认证所需的所有信息。
- 1.2 Prior to the Certification Body's audit, the Customer provides documents required, which the Contractor will request to be submitted in a timely manner.  
委托人应在认证机构开展审核之前及时提供承包商要求提交的所有文件。
- 1.3 As an option, the Customer and the Contractor may agree upon pre-audits, whose scope must be determined.  
委托人和承包商可以选择进行预审，预审的范围由双方协商确定。
- 1.4 During audits, companies show practical application of their documented procedures. Required standards which companies fail to meet will be recorded in deviation reports; companies must then determine corrective measures.  
在审核期间，公司要展示其书面程序文件的实际应用情况。如果所要求的标准中有不符合的，应记录在偏差报告中，然后由公司制定纠正措施。
- 1.5 At the end of the audit, the Contractor informs the Customer about the auditing results in a final discussion; the results will then be documented in an audit report. Deviations will be documented and, if necessary, lead to on-site follow-up audits or the submission of new documents and their audit. The lead auditor decides upon the need for or the extent of follow-up audits based on all the deviations determined.  
审核结束后，承包商会在最后的讨论期间告知委托人相关审核结果。之后会审核结果会记录在审核报告中。所有偏差也会记录下来，必要时，还会现场进行跟踪审核，或者提交新的文件并且进行审核。并对其进行评审。由审核组长根据已确定的偏差情况决定是否进行跟踪审核以及跟踪审核的范围。
- 1.6 "Certificate" means any certificates of conformity, e.g. deeds, validity declarations and certificates in the narrow sense. "Certification" means any evaluation, auditing, validation and certification procedures. Decisions on certificate granting/extension, scope extension/limitation and certification renewal, suspension, revival or withdrawal will be based on these audits. The Contractor issues and delivers the certificate(s) to the Customer following successful certification procedure documentation audits. Only if any deviations were corrected will certificates be issued and they are valid only for a given period.

“证书”即符合性证书，例如，契约、有效性声明以及狭义上的证书。“认证”即任何评估、审核、验证和认证程序。有关证书授予/延期、范围延伸/限定以及换证认证、暂停认证、再认证或撤销认证的决策都是以审核为依据。在顺利完成认证程序文件审核后，承包商会向委托人发放证书。纠正偏差后，即会签发证书，而签发的证书只在规定的期限内有效。

- 1.7 To maintain certificate validity, on-site monitoring audits must be performed depending on the relevant standards. If monitoring and a positive decision did not lead to certification extension, the relevant certificates are no longer valid and must be returned to the Certification Body.  
应根据相关标准进行现场监督审核，以维持证书的有效性。如果进行了监督审核并且做出肯定的认证决策，仍然无法将认证延期，则相关证书将不再有效并且必须交还给认证机构。
- 1.8 As a minimum, monitoring audits assess fulfilment of important standards, but they also evaluate ordinary certificate (and certification mark) usage, complaints and effectiveness of correction measures for deviations determined in previous audits. After each monitoring audit, the Customer is provided with an audit report.  
在进行监督审核时，至少要评定重要标准的执行情况。此外还要评估普通证书（和认证标记）的使用情况和有关投诉，以及在之前审核过程中确定的偏差的纠正措施。每次跟踪审核结束后，委托人都会得到一份审核报告。
- 1.9 Scope extensions/restrictions and code check supplements are available during monitoring/re-certification audits or individual appointments. The effort depends on the extent of such extensions, which companies must define and contractually agree upon prior to the audit. Certification extension validity periods are limited to the validity period of existing certifications.  
在进行监督/再认证审核或各项任命时，可以开展范围延伸/限定以及补充标准检查。工作量取决于延伸的程度，由公司在审核之前确定并且以合同的形式进行约定。认证延期后的有效期以现有认证的有效期为限。
- 1.10 Should changes to procedure requirements (e.g. company data; accreditation requirements) occur during the contract term, these changes must be accordingly considered for the procedures and the Contract Partner must be immediately informed. This applies also to changes to certification efforts resulting from this.  
如果在合同有效期内程序文件的要求发生了变更（例如，公司信息、认证要求），则必须在程序文件中做相应的考虑，并且必须立即通知合同双方。这一点也同样适用于由此造成的认证工作量变更。
- 1.11 Should different standards be used as a basis, they might undergo combined certification; these audits will be offered on an individual basis.  
如果以不同的标准为依据，则可以开展联合认证，但是可以按照单一标准进行审核。
- 1.12 The Customer must bear the costs of additional efforts due to extraordinary/follow-up audits and verification of corrective measures to rectify deviations from previous audits; they will be charged at cost. This applies also to costs caused by extraordinary audits to be performed at short notice in terms of para. 1.4 of the Special Certification Terms and Conditions.  
为了对之前审核中的偏差进行整改而开展特殊/跟踪审核及纠正措施验证所产生的额外工作，由委托人承担。这部分工作按成本收取费用。这一点同样适用于临时通知按照《特殊认证条款》中第 1.4 段的要求开展特殊审核所产生的费用。

### 2. Customer's duty to cooperate 委托人的合作义务

- 2.1 Prior to audits, the Customer provides the Contractor with required documents on a non-paid basis.  
委托人在审核开始前向承包商及时、免费地提供必要的文件。
- 2.2 During the audit, the Customer grants the auditor(s) a right to inspect any records affected by the audit scope and access to the relevant organisational units.  
在进行审核时，委托人应给予审核员查阅审核范围内任何记录的

权利以及进入相关组织单位的权限。

- 2.3 The Customer identifies single or several audit representatives who assist the Contractor's auditor(s) and who can be contacted.  
委托人任命一名或多名审核代表，作为联系人，协助承包商的审核员。
- 2.4 After being certified, the Customer must inform the Contractor about all changes during the contract term considerably impacting on certification requirements fulfilment, including, without limitation, organisational and management changes.  
获得认证后，如果合同期内发生了对认证要求履行有所影响的变更，委托人应告知承包商，包括但不限于组织机构及管理变更。
- 2.5 The Customer undertakes to always fulfil the relevant certification requirements, including implementation of related modifications.  
委托人应始终满足相关认证要求，包括实施相关更改。
- 2.6 The customer agrees to record and retain all complaints made known to the customer regarding compliance with the certification requirements. Furthermore, the customer undertakes to make these records available to the certification body upon request; and

to take appropriate action in respect of such complaints and any defects discovered in the products which affect compliance with the certification requirements;

document the actions taken.

客户同意记录并保留所有向客户提出的关于符合认证要求的投诉。此外，客户承诺应要求向认证机构提供这些记录；

并对此类投诉和Product中发现的影响符合认证要求的任何缺陷采取适当的行动；

记录所采取的行动。

### 3. Auditing staff; right to complaints and objections 审核人员，申诉和异议权

- 3.1 The Customer may reject certain auditors and/or experts to the extent they are able to state comprehensible reasons for this.  
在有充分理由并有据可依的情况下，委托人可以拒绝特定审核员和/或专家。
- 3.2 Commissioning external auditors/experts requires the Customer's consent. Such consent is deemed to be given if they fail to object to-wards the Contractor to commissioning within one (1) week from appointing such external auditors. The Customer has a right to receive in-formation about the auditing staff (professional CV).  
如果要委任外部的审核员/专家，须得到委托人的许可。如果委托人未在任命外部审核员后的一周内向承包商提出异议，那么即视为委托人给予了许可。
- 3.3 With accrediting certification procedures, the Customer accepts that auditors from accreditation agencies, standard setters or certification bodies inspect the Customer's documents and participate in the audit for monitoring purposes.  
在对认证程序进行认可时，委托人同意由认可机构、标准制定机构或认证机构的审核员来检查委托人的文件，并参与审核，以便进行监督。
- 3.4 In the case of complaints as to the audit process/contents or certification procedures, the Customer may contact the complaints office. Should the Customer agree to this, the steering committee (committee for guaranteeing equality) can be referred to if the Customer and the Contractor find no solutions to certain issues.  
如果委托人对审核流程/内容或认证程序有异议，可以向申诉机构提起申诉。如果委托人和承包商无法解决某些问题，在委托人同意的情况下，指导委员会可以介入。
- 3.5 The Customer has a right to object to certification decisions.  
委托人有权对认证决定提出异议。

### 4. Certificate suspension, revocation, revival and limitation

### 证书暂挂、撤销、换证和限制

- 4.1 The Certification Body may restrict, suspend, deny and/or revoke the usage right at any time if certification requirements are not/no longer met, e.g. due to incomplete or false information provided during the certification process, the Customer not fulfilling their certification-related duties or them not fulfilling performance duties under the con-tract with the Certification Body, particularly payment duties, the certification contract lapsing, voluntary suspension being applied for or any other reasons existing in terms of these General Certification Terms and Conditions or the contract.  
如果未（不再）满足认证要求，那么认证机构有权随时限制、暂停、取消和/或收回使用权，例如，由于委托人在认证过程中提供的信息不完整或不真实而导致委托人未履行相关认证义务或未满足与认证机构签订的合同中所所述的履行职责，尤其是付款义务、认证合同失效、由于《一般认证条款和条件》或本合同的原因而自愿暂停认证。
- 4.2 Except for cases of intention and gross negligence, TÜV Saarland Certification GmbH is not liable for losses incurred by the Customer due to certificate non- granting, lapsing, withdrawal, revocation, restriction or suspension.  
除了蓄意为之和自身疏忽之外，TÜV Saarland Certification GmbH不对委托人由于证书未授予、失效、撤回、吊销、受限或暂挂而遭受的损失承担任何责任。
- 4.3 Certification suspensions will be lifted once the issues resulting in suspension were resolved. If the problems leading to suspension were not resolved within a period indicated by the Certification Body, certification will be revoked or the scope will be limited.  
如果解决了造成认证暂挂的问题，则会取消认证暂挂。如果在认证机构规定的期限内未解决造成暂挂的问题，则会撤销认证或者对认证范围进行限定。
- 4.4 The Certification Body restricts the scope of the customers' certifications to exclude those parts which fail to meet the requirements if certified customers permanently or severely failed to meet valid certification requirements for the relevant part of the certification scope. Such restriction must comply with the requirements of the standard used for certification.  
如果获得认可的委托人长期或严重不满足认证范围相关部分的有效认证要求，则为了排除不满足要求的内容，认证机构会对委托人的认证范围进行限定。进行限定时，应符合认证所用标准的要求。

### 5. Scope of usage rights for certificates and certification marks 认证证书和认证标志的使用权范围

- 5.1 To the extent contractual certification was successfully completed, the Contractor provides the Customer with the relevant certificate with the term indicated in the contract or the Contractor's Special Certification Terms and Conditions.  
如果顺利完成了合同约定的认证活动，承包商会在合同或承包商的《特殊认证条款和条件》中规定的期限内向委托人提供相关证书。
- 5.2 Upon issuing a certificate in terms of para. 4.1, the Customer is granted a simple, non-transferrable and non-exclusive right to use the certification mark pursuant to para. 5.3 through para. 5.16 below during the certificate term and within its scope. Licences may apply to certification mark usage depending on the type and extent of use; a separate licensing agreement provides for more details in this regard.  
在签发 4.1 条中所述的认证证书时，按照 5.3 至 5.16 条的规定，委托人同时会获得在证书有效期及范围内使用认证标志的权利，该权利是单一、不可转让、非专属的。根据使用的类型和范围，可以在认证标志使用时加上许可证。有关详细信息，请见单独的许可协议。
- 5.3 The Customer may only use the certification mark, not the "TÜV Saarland" logo or the TÜV Saarland group claim ("Always safe" or "Safe").  
委托人只能使用认证标志，不得使用 TÜV Saarland 徽标或 TÜV Saarland 集团的声明（“恒安”或“安全”）。

- 5.4 An authorisation to use the certificate issued by the Contractor and a certification mark only applies to the scope of the Customer's business segments mentioned on the certificate; the use for other areas is expressly forbidden. Advertising material must be modified if the scope of the certificate was restricted.  
对承包商签发的证书和认证标志的使用授权仅适用于证书上提及的委托人的业务板块的范围，明确禁止用于其他方面。如果对证书的范围进行了限定，则应更改宣传材料。
- 5.5 Certification marks may be used only by the Customer and only in ways directly related to their company name/logo; they must not be attached to or refer to any other of the Customer's products, whereby this also applies to product packaging, accompanying information, laboratory test reports, calibration certificates or inspection reports. The marks must not be used in ways which could be interpreted as product conformity marks.  
认证标志仅供委托人使用，并且只能与委托人的公司名称/徽标一起使用，不得加在委托人的任何产品上。这也同样适用于产品包装、产品随附的信息、实验检验报告、校准证书或检查报告。该认证标志不得用于证明产品的符合性。
- 5.6 The Customer undertakes to use certificates and certification marks only in a way that they represent a statement on the company/business segment of the Customer pursuant to the certification results. They also guarantee to not give the impression of certification being an official test or system certification being a product test.  
委托人承诺仅在委托人根据认证结果对公司/业务板块发表声明时使用认证证书和认证标志。委托人还须确保不会对外造成错误印象，认为该认证是官方检测，或系统认证是一次产品检验。
- 5.7 The Customer has no right to alter certificates or certification marks. They must be recognisable as such and, if displayed, be significantly smaller than the Customer's/certificate holder's company logo. Information included in the test mark must be clearly readable even if a small version is displayed. Test marks are to be displayed separately and not be combined with other marks (e.g. company logos; statements, graphics). In particular, the Customer is prohibited from giving the impression of the certificate holder belonging to the TÜV Saarland Group or of this being the Customer's trademark/company logo.  
委托人无权对认证证书或认证标志进行更改。认证证书和标志必须清晰可辨，在显示时，应明显小于委托人/证书持有人的公司徽标。检测标志中包含的信息即使在小版本中也必须清晰可认。检测标志应单独显示，不得与其他标志合并（例如委托人的公司徽标、声明、图表）。尤其是不得让委托人认为证书持有人属于 TÜV Saarland 集团，或者这是委托人的商标/徽标。
- 5.8 The Customer is obliged to ensure that advertising and other materials clearly show that certification was undergone on a voluntary basis.  
委托人应确保在其广告宣传材料和其他材料中明确说明认证是基于自愿原则进行的。
- 5.9 The right to use ceases to exist if no valid certificate is available, particularly upon certificate validity period termination or non-performance of monitoring/re-certification audits required, or if the contract basis for certification mark use lapses for any other reasons.  
如果无法提供有效证书，则使用权也随之终止，尤其是证书有效期到期、未执行要求的监督审核或再认证审核，或由于其他原因导致作为认证标志使用依据的合同失效时。
- 5.10 The Customer's right to certificate/certification mark use terminates with immediate effect, without the need for cancellation, if the Customer uses the certificate and/or the certification mark in violation of para. 5.1 through para. 5.9 or in any other way contrary to the contract.  
如果委托人违反了第 5.1 至 5.9 条中关于认证证书和/或认证标志使用的规定，或者违反合同规定的使用方式，委托人对证书/认证标志的使用权即刻终止，无需取消。
- 5.11 The Customer's right to certificate/certification mark use in particular ends in the following cases: they fail to fulfil legitimate payments claims, despite a reminder, within a contractual period from the due date; the apply for the institution of proceedings under the German Insolvency Code or comparable regulations in jurisdictions other than Germany; institution of insolvency proceedings is denied due to a lack of funds.  
尤其是出现以下情况时，委托人对证书/认证标志的使用权即刻终止：在合同期限到期后，经提醒，委托人仍然未履行合法的付款要求；如果在协定的期限到期后，经过催促委托人仍未完全付清相应款项，根据德国《破产法》或德国境外的其他司法管辖区的类似法规申请提起诉讼；由于缺乏资金，破产机构的诉讼被驳回。
- 5.12 The Customer's right to certificate/certification mark use terminates, within the contractual period, in the event of effective ordinary cancellation or, with immediate effect, in the event of legitimate cancellation for cause.  
如果常规取消有效或者因故依法取消即刻生效，则在合同有效期内，委托人对证书/认证标志的使用权即刻终止。
- 5.13 The right to use automatically lapses if certificate maintenance is prohibited by any authorities or courts.  
如果官方或法院禁止对证书进行维护，则其使用权也将自动终止。
- 5.14 Upon usage right termination, the Customer must return the certificate to the Contractor.  
在使用权终止时，委托人应将认证证书交还给承包商。
- 5.15 Should the Customer violate any contract provisions, the Contractor reserves the right to claim damages.  
如果委托人违反了合同规定，承包商将保留要求赔偿损失的权利。
- 5.16 Certification must not bring the Contractor into disrepute.  
认证不得损害承包商的名誉。
- 5.17 The Customer has no right to make statements on their certification which the Contractor might deem misleading or unauthorised.  
委托人无权对认证进行可能对承包商具有误导性或认为未经授权的宣传。
- 5.18 If it is foreseeable that the Customer will fail to meet certification requirements only for a temporary period, certification may be suspended. During suspension, the Customer must not use their certification for advertising purposes.  
如果预感委托人暂时无法满足认证要求，那么可以暂停认证。在此期间，委托人不得将认证用作广告宣传。
- 5.19 If the reason for suspension is not removed during the period agreed upon, the certificate will be revoked.  
如果造成认证暂停的原因未在协定的时间内解决，则会撤销认证证书。
- 5.20 The Customer must produce evidence as to how they use the certificate. We hereby point out that the Contractor is obliged to check correct use of the certificate on a sample basis; we will look into any third-party hints in this regard.  
委托人应出具其对认证证书使用的证明。由承包商对正确的证书使用情况进行抽样检查。承包商将对第三方的说明进行调查。
- 5.21 The Customer immediately informs the Contractor if they notice that third parties misuse their certificate.  
如果委托人发现第三方滥用其证书，则应立即通知承包商。
- 5.22 If third parties assert claims against TÜV Saarland Certification GmbH due to the Customer using certification marks, certificates or reports in a way contrary to the contract, the Customer must indemnify the Certification Body from such third-party claims upon first demand. This applies also to cases where third parties assert claims against the Certification Body due to the Customer's advertising statements.  
如果由于委托人未按合同规定使用认证标志、证书或报告而导致 TÜV Saarland Certification GmbH 被第三方提出赔偿要求，委托人应在第一次提出索赔时向认证机构赔偿第三方的所有索赔要求。这也同样适用于认证机构由于委托人的广告宣传而被第三方要求赔偿的情况。
- 5.23 The Customer is prohibited from implicitly indicating that certification also applies to activities/locations outside the

certification scope.

委托人不得含蓄地表明认证也适用于认证范围外的活动/场地。

- 5.24 The Customer undertakes to meet the Certification Body's requirements when referring to their certification status in any communication media (e.g. the internet; brochures; advertising materials).

委托人承诺在任何传播媒介（例如，互联网、小册子、广告宣传材料）中提及认证状态时应满足认证机构的要求。

## 6. Confidentiality and data protection

### 保密规定和数据保护

- 6.1 "Confidential information" means all technical, financial, legal and tax information, information on designs, inventions, marketing or other information (including data; records; expertise) which the Customer directly or indirectly discloses to the Certification Body or of which they become aware in other ways in relation to the contract.

“保密信息”即指委托人直接或间接向认证机构透露或者以其他与合同相关的方式获取的所有技术、财务、法律税务信息、关于设计、发明、市场推广的信息或其他信息（包括数据、记录和专业知识）。

- 6.2 TÜV Saarland Certification GmbH will treat any confidential information as a secret and not transfer or disclose this to third parties, and we will take reasonable measures to protect such information. The Certification Body may use confidential information only to prepare, evaluate and execute the contract, but not for their own benefit or that of third parties. This confidentiality duty does not apply if the Customer, previously and in writing, agreed to confidential information transmission to third parties or if the Certification Body is obliged to confidential information disclosure due to any laws, court decisions, instructions of authorities or other government facilities or rules and regulations established by accreditation bodies.

TÜV Saarland Certification GmbH 将保密信息视为机密，既不会转让，也不会透露给第三方，并且会采取适当的措施保护保密信息。认证机构仅会将保密信息用于合同的准备、评估和执行，不会用于为己谋利或提供给第三方谋利。如果委托人事先做出书面许可，同意将保密信息透露给第三方，或由于法律的规定、法庭的判决、官方机构或其他政府机构的规定，或认证机构制定的规章制度导致认证机构必须提供保密信息，则保密义务不适用。

- 6.3 TÜV Saarland Certification GmbH may disclose confidential information to employees, associated companies, the latter's employees and consultants legally obliged to professional secrecy to the extent they are subject to reasonable confidentiality duties.

TÜV Saarland Certification GmbH 可以将保密信息透露给自己的员工、关联公司及关联公司的员工，以及法律规定有保密义务的顾问，这些人员也应承担保密义务。

- 6.4 TÜV Saarland Certification GmbH may keep copies of written documents provided for inspection or order execution; they may keep confidential information for ordinary records management and archiving purposes even after the contract with the Customer terminated.

TÜV Saarland Certification GmbH 可以保留供检查或执行订单之用的书面文件副本。即使在与委托人的合同终止后，TÜV Saarland Certification GmbH 仍然可以保留保密信息，以供日常记录管理和存档之用。

- 6.5 TÜV Saarland Certification GmbH undertakes to comply with legal data protection provisions. In the context of legal publication duties or those established by accreditation bodies, TÜV Saarland Certification GmbH may disclose the Customer's address and other certificate-related facts.

TÜV Saarland Certification GmbH 承诺遵循数据保护的法律规定。根据法律或认证机构制定的披露要求，TÜV Saarland Certification GmbH 可透露委托人的地址信息和与证书相关的事实情况。

## 7. List of certified companies 获得认可的企业目录

- 7.1 The Contractor is obliged to keep a list of certificate holders showing the following: name of the certificate holder; applicable

standardisation documents; scope; premise(s).

承包商应保留一份证书持有人目录，其中包含：证书持有人的名称、适用的标准文件、范围和场地。

- 7.2 This list also includes suspended and revoked certifications in terms of para. 5.10, 5.17 and 5.18.

该目录还包含了按照第 5.10、5.17 和 5.18 条规定暂停和撤销的认证。

- 7.3 This list is publicly available.

该目录是公开的。

## B. Special Certification Terms and Conditions 特殊的认证条款和条件

The below regulations apply to certification procedures in addition to the above General Certification Terms and Conditions and only to procedures based on national/international accreditation, admission or approval. References to "Accreditation Bodies" in these Special Certification Terms and Conditions mean both admission and approval organisation. The terms "accreditation guidelines", "accreditation requirements", "accreditation standards" and "accreditation procedure" accordingly apply to guidelines and procedures established by admission or approval bodies:

除上述《一般认证条款和条件》外，以下规定还适用于认证程序，并且仅适用于基于国家/国际认可的程序、接收或批准程序。本《特殊认证条款和条件》中提及的“认可机构”既表示接收机构，又表示批准机构。“认可规定”、“认可要求”、“认可标准”和“认可程序”等术语适用于接收或批准机构的规定和程序。

general accreditation standards: e.g. ISO/IEC 17021, ISO 19011;

通用认可标准：例如 ISO/IEC 17021、ISO 19011；

specific accreditation standards: e.g. ISO 27006 for ISM systems;

特定的认可标准：例如 适用于 ISM 体系的 ISO 27006；

certification standards: e.g. ISO 9001; ISO 14001; ISO 27001; IATF 16949;

认证标准，例如 ISO 9001、ISO 14001、ISO 27001、IATF 16949；

guidelines of the relevant accreditation bodies

相关认可机构的规定。

### 1 General terms and conditions for accredited certification procedures 认可认证程序的一般条款和条件

- 1.1 Certification audits

认证审核

- 1.1.1 Certification audits consist of two steps: step 1 serves getting an overview of the implementation status which will then be used for step 2 of the audit consisting of implementation and compliance checks.

认证审核分两步执行。第 1 步大致了解实施情况，然后第 2 步对实施和符合性检查进行审核。

- 1.1.2 Step 2 audits may immediately follow step 1 audits. However, if step 1 shows that certification requirements will not be met, step 2 audits must be postponed. Instead, the Customer must ensure that certification requirements will be met. Significant modifications due to deficiencies during step 1 may make it necessary to totally or partially repeat step 1 audits. Extra costs for the Customer and the Contractor, including travel costs/times and downtimes, must be borne by the Customer.

第 1 步审核完成后，可以立即开展第 2 步审核。如果在第 1 步审核过程中发现不满足认证要求，则第 2 步审核必须延后。反之，委托人应确保满足认证要求。如果由于第 1 步中发现的问题而导致发生重大变更，则必须重新走完整个第 1 步或部分过程。委托人和承包商由此产生的额外费用应由委托人承担，包括差旅费/时间和、误工费等。

- 1.1.3 The time lag between step 1 and step 2 audits must be less than 6 months. Should the time lag be larger, step 1 audits must be

repeated. Extra costs for the Customer and the Contractor, including travel costs/times and downtimes, must be borne by the Customer.  
第 1 步和第 2 步审核之间不得间隔 6 个月以上。如果第 1 步和第 2 步审核之间间隔了 6 个月以上,那么必须重新进行第 1 步审核。委托人和承包商由此产生的额外费用应由委托人承担,包括差旅费/时间和、误工费。

- 1.1.4 The Customer's needs and sufficient periods for rectifying defects will be considered for determining the time lag between step 1 and step 2 audits. Generally, more time is spent on step 2 audits.  
在确定第 1 步和第 2 步审核之间的时间间隔时,既要考虑委托人的需求,也要留出足够的时间供其补偏救弊。通常第 2 步审核需要的时间更多。

- 1.1.5 Should the Contractor be unable to verify implementation of rectifications and corrective measure for any non-conformities within 6 months from the last day of the step 2 audit, the Contractor must repeat the step 2 audit prior to final certification.  
如果委托人无法在第 2 步审核结束后的 6 个月内对不符合项所采取的纠正措施的执行情况进行验证,那么承包商应在最终认证开始之前重新进行第 2 步审核。

## 1.2 Monitoring audits 监督审核

- 1.2.1 Maintaining certificate validity requires on-site monitoring audits at least on an annual basis. The due date depends on the date of the certification decision for the first certification audit. The first monitoring audit after the first certification audit must occur within 12 months from the certification decision.  
为了保持认证证书的有效性,至少每年要进行一次监督审核。到期日取决于对首次认证审核进行认证决策的日期。首次认证审核后的初次监督审核应在认证决策下达后的 12 个月内开展。

## 1.3 Re-certification audits 再认证审核

- 1.3.1 Certification extension for another 3 years requires re-certification audits with the Customer prior to the end of the validity period.  
为了将认证时效再延长三年,在认证到期前要在委托人处进行一次再认证审核。
- 1.3.2 This procedures corresponds to the certification audit procedure, whereby the need and scope of step 1 audits is determined based on the changes to the Customer's certification object, their organisation or the context.  
该程序与认证审核程序对应,其中第 1 步审核的必要性和范围取决于对委托人的认证目的、组织或环境所进行的变更。
- 1.3.3 If re-certification was successful, the certificate validity period is ex-tended by 3 years from the time when the previous certificate becomes invalid. Therefore, both re-certification audits and positive decisions must have occurred prior to validity period termination.  
成功进行再认证审核后,认证证书的有效期可以延长 3 年,从上一证书到期之日开始计算。因此,必须在有效期终止之前开展再认证审核并且做出积极的认证决策。

If the Certification Body failed to complete re-certification audits or is unable to verify implementation of rectifications and corrective measures for significant non-conformities, re-certification must not be recommended and the certification validity period must not be extended. We will inform you and explain the consequences to you.  
如果认证机构未能完成再认证审核或者无法对重大不符合项的纠正和纠正措施进行验证,则不建议进行再认证审核并且不得延长认证有效期。我们会通知您并向你解释有关影响。

## 1.4 Audits at short notice 临时通知审核

Extraordinary audits at short notice may be required in the following cases as a consequence of the Customer's certification being suspended:  
由于委托人的认证被暂停,在以下情况下,要进行特殊的临时通知审核:

massive complaints and other facts disclosed to the Certification Body calling effectiveness of the Customer's certified

management system into question and impossible to be removed in writing or during the subsequent audit (e.g. alleged legal violations by the Customer or their managers);  
向认证机构披露了大量的投诉和其他事实,使委托人已获得认可的管理体系的有效性遭到质疑并且无法以书面形式或者无法在后续审核中消除质疑(例如,所谓的委托人或其管理人员违法行为);

changes with the Customer impacting on the management system capabilities in a way that the certification standards are no longer met.  
委托人发生变更,导致对其管理体系功能有所影响,从而不再满足认证标准的要求。

In these cases, the Customer must not reject any auditors.  
在上述情况下,委托人不得拒绝任何审核员。

## 1.5 Group certifications 联合认证

- 1.5.1 Group certifications can be used for companies having several premises or subsidiaries which only represent branches.  
对于有多个场地的公司或仅代表分公司的子公司可采取联合认证。

- 1.5.2 Group certifications are possible if the below requirements are met:  
在满足下列要求的情况下可以进行联合认证:

all premises are legally and contractually linked to the headquarters;  
所有的场地都与总部拥有法律和合同关系;

the products/services of all premises must generally be identical and be manufactured based on the same methods and procedures;  
所有场地的产品/服务都必须大致相同,并且按照相同的方法和程序制造;

determination, creation and maintenance of standard management systems applicable to all branches/premises;  
确定、制定和维护适用于所有分公司/场地的标准管理体系;

monitoring of the overall management system under the management representative's guidance having a right to give instructions for all branches/premises;  
在有权对所有分公司/场地发号施令的管理体系表的领导下,对整个管理体系进行监控;

internal audits and management reviews for all branches and premises;  
对所有分公司和场地执行内部审核和管理评审;

certain areas responsible for all areas: product and procedure development; procurement; HR etc.  
负责所有区域的特定部门:产品和程序开发、采购、人事等。

- 1.5.3 With group certifications, on-site premises auditing can be divided into certification and monitoring auditing. In addition to selected premises, the headquarters must be audited once a year.  
在进行联合认证时,对各场地的现场审核包括认证审核和监督审核。除了选定的场地外,每年还应总部进行一次审核。

- 1.5.4 The Contractor selects the premises to be audited.  
由承包商负责选择要进行审核的场地。

## 2 Specific terms and conditions for accredited certification procedures 认可认证程序的特殊条款和条件

The below shows additional terms and conditions for certain accredited certification procedures of the Customer which apply in addition to the general certification terms and conditions for the relevant standard.

除了相关标准的通用认证条款和条件外,下文还列出了委托人部分获得认可的认证程序的适用附加条款和条件。

### 2.1 Supplementary conditions – automotive industry IATF 16949, VDA 6.x 汽车行业的补充条款和条件 IATF 16949, VDA 6.x

2.1.1 Deviating regulations under the below certification guidelines established by the automotive industry prevail:  
以与如下汽车行业制定的认证方针不同的规定为准:

IATF 16949: Automotive Industry Certification Guidelines for IATF 16949, Rules for the Recognition and Maintenance of IATF Approvals, 5th edition for IATF 16949, 1 November 2016 (IATF: International Automotive Task Force)

IATF 16949: 《IATF 16949 汽车行业认证指南》、《IATF 许可的认可和维持规定》。IATF 16949 第 5 版, 2016 年 11 月 1 日版本 (IATF: 国际汽推动小组)

VDA 6.x: Certification Guidelines for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA QMC: German Automotive Industry Association – Quality Management Centre).

VDA 6.x: - 基于 ISO 9001 的 VDA 6.1、VDA 6.2 和 VDA 6.4 认证规定, (VDA QMC - 德国汽车行业协会 - 质量管理中心).

2.1.2 The Customer must not reject:

委托人不得拒绝:

the certification body's request to provide the IATF with the final re-port;  
认证机构向 IATF 提供总结报告的要求;

认证机构向 IATF 提供总结报告的要求;

an IATF witness audit;

IATF 见证审核;

the presence of the certification body's internal witness auditors;  
认证机构内部见证审核员参与审核;

the presence of an IATF representative or his/her substitute.

IATF 代表或其代表人员参与审核。

2.1.3 The Customer's consultants must not be present at the premises during the audit or participate in any way.

委托人的顾问在审核期间不得出现在现场, 或以任何方式参与审核。

2.1.4 The Customer failing to inform the Certification Body about any changes is deemed a violation of the legally enforceable agreement and may result in the CV revoking the Customer's IATF 16949 certificate. Changes include those related to the following:

委托人未通知认证机构相关变更, 将视为违反具有法律效力的协议, 这会导致撤销委托人的 IATF 16949 证书。与此相关的变更包括:

legal form;

法律形式;

commercial law status (e.g. joint venture; sub-assignment of other organisations);

商业法的地位 (例如合资企业、其他组织机构的分支);

ownership structure (e.g. mergers; acquisitions);

所有制结构 (例如并购和收购);

organisation and superior management;

组织机构和上层管理机构;

postal address or location;

通讯地址或地点;

scope of business activities and/or product ranges under the certified management system;

已获认可的管理体系下的业务活动范围和/或产品范围;

special status of OEMs affiliated with the IATF;

符合 IATF 的 OEM 特殊地位;

transfer to a new IATF-recognized certification body;

转让给新的获得了 IATF 认可的认证机构;

considerable changes to the management system and the processes.

对管理体系和流程的重大修改。

2.1.5 Audit discontinuation 审核中断

If step 2 audits are discontinued, the Customer must restart with a step 1 readiness assessment. Monitoring audit discontinuance leads to certificate suspension and the performance of complete monitoring audits within ninety (90) days from the final discussion.

如果第 2 步审核被中断, 委托人必须重新开始第 1 步准备评审。如果监督审核被中断, 证书将被暂挂, 并且必须在总结会议结束后的九十 (90) 天内完成监督审核。

Should re-certification audits be discontinued, the Customer must undergo another re-certification audit in terms of para. 5.1.1. If this dead-line cannot be met, the Customer must perform another certification audit first (step 1 and step 2).

如果再认证审核被中断, 则委托人必须按照第 5.1.1 章节所述再开展一次再认证审核。如果无法在截止日期之前完成, 委托人必须首先开展一次认证审核 (第 1 步和第 2 步)。

If transfer audits are discontinued, the Customer must perform another certification audit first (step 1 readiness assessment and step 2).

如果转移审核被中断, 委托人必须首先开展一次认证审核 (第 1 步准备评审和第 2 步)。

2.2.6 Deviation management 偏差管理

The Certification Body must request the Customer to submit the following documents within sixty (60) days from the final audit discussion:

认证机构应要求委托人在审核总结会议结束后的六十 (60) 天内提交如下文件:

implemented rectifications;

已实施的纠正措施;

cause analysis, including the methods applied, analyses and results;

原因分析, 包括所用的方法、分析和结果;

implemented systemic corrective measures to remove all deviations under consideration of the effects on similar processes/products;

考虑到对类似流程/产品的影响, 为消除偏差所实施的系统纠正措施;

verification of the efficiency of implemented corrective measures.

对所实施的纠正措施的效果进行验证。

In cases where accepted correction plans for deviations are deemed not acceptable, the Certification Body and the Customer must find a solution to the relevant issues within not more than ninety (90) days following the final audit discussion. If they find no such solution, the audit must be deemed to have failed and the IATF database must be updated accordingly. The certification decision is negative and the Customer must start another certification audit. The valid certificate must be immediately revoked. Principal deviations require on-site verification.

如果公认的纠正措施计划被认为是不能接受的, 认证机构必须在审核总结会议结束后的九十 (90) 天内想办法解决相关问题。如果未找出解决方法, 则审核会被视为未通过, 并且 IATF 数据库将进行相应更新。如果认证决策是否定的, 则委托人必须重新进行认证审核。同时立即撤销有效的认证证书。重大偏差须进行现场验证。

In special cases where corrective measures cannot be implemented within ninety (90) days from the final discussion for the on-site audit, the Certification Body must deem those deviations as outstanding, but fully removed, if the below requirements are met:

在特殊情况下, 如果未在现场审核总结会议结束后的九十 (90) 天内实施纠正措施, 认证机构应将这些偏差视为未解决, 但是如果满足下列要求, 认证机构可以将其视为已完全消除:

fixed date for the on-site follow-up audit based on the accepted action plan and prior to the subsequent audit;  
依据认可的行动计划，在下次审核之前进行现场跟踪审核的日期；

implementation of immediate measures to protect the Customer's clients from any risks, including a check for systemic effects on the Customer's process;  
为了委托人不承担风险而采取了即刻措施，包括对委托人流程的系统效力进行评审；为了避免对委托人的客户造成风险而实施的即时措施，包括对委托人流程的系统影响进行检查；

documented evidence of acceptable action plans, instructions and records showing the removal of the state of non-conformity of determined deviations, including a check for systemic effects on the Customer's process.

可接受的行动计划、说明和记录的书面证据，证明确定的偏差的不符合已消除 - 包括对委托人流程的系统影响进行检查。

With minor deviations, the Certification Body may verify effective implementation of determined corrective measures during the subsequent audit instead of performing verifications during additional on-site audits. In cases where accepted action plans are deemed not effectively implemented, a new principal deviation regarding the corrective measures process is to be determined and the previous minor deviation is to be identified as a principal deviation which automatically leads to certificate suspension.

出现一般偏差时，认证机构可以在下次审核时确认定义的纠正措施是否有效实施，而无需在其他现场审核时进行确认。如果已认可的行动计划被视为未能有效实施，则必须确定与纠正措施流程相关的新的重大偏差，之前的一般偏差将被认定导致认证证书暂挂的重大偏差。

Should the Certification Body determine deviations while performing re-certification audits, the de-certification process must be initiated on the last day of the audit.

如果认证机构在进行再认证审核时确定了偏差，则必须在审核结束之日启动取消认证流程。

## 2.2.7 Special audits 特殊审核

The Certification Body may be required to perform audits with certified customers to assess complaints as to their performance, changes to their quality management system, considerable changes to their location or following certificate suspensions. The customers must not reject such special audits.

可以要求认证机构对已获得认可的委托人开展审核，以评价与其质量管理体系执行和变更相关的投诉、与其场地或后续证书暂挂有关的变更。在此情况下，委托人不得拒绝进行特殊审核。

## 2.2.8 Transfer audits 转移审核

The Customer must inform the previous Certification Body about their intention to change. Legally enforceable agreements must contain provisions ensuring that such agreement can be amended until all activities for the transfer to the Contractor were completed.

委托人如果打算更换认证公司，必须通知之前的认证公司。具有法律约束力的协议必须包含相关规定，确保在转移给承包商的所有活动完成之前，可以对协议进行修改。

## 2.2.9 Obligations of the applicant 申请人的义务

The applicant provides the following information to the certifying body for all sites / factories / branch offices / extended production facilities stipulated in §1 as a basis for the planning of an audit:

申请人向认证机构提供与第 1 章中所述的全部场地/工厂/分支机构/延伸生产设施相关的信息，作为审核策划的依据：

documentation on the quality management system of the customer, including proof of compliance with the requirements of IATF 16949/ ISO 9001, as well as the interfaces and interaction with remote support functions and/or outsourced processes,  
委托人的质量管理体系文档，包括 IATF 16949/ ISO 9001 要求的符合性证据以及外部支持职能和/或外包流程的接口和影

响；

customer performance data and internal performance data since the last audit,

委托人自上次审核以来的绩效数据和内部绩效数据；

an overview of customer satisfaction and customer complaints since the last audit, including the review of customer reports and/or customer evaluations,

自上次审核以来的客户满意度和客户投诉概述，包括有关客户报告和/或客户评估的评审；

special customer status granted since the last audit, notification on new customers since the last audit,

自上次审核以来授予的特殊客户身份以及新客户通知；

results of internal audits and management reviews since the last audit, incl. a list of internal auditors (with qualifications),

自上次审核以来的内部审核和管理评审的结果，包括内部审核员名单（有资质的）；

an overview of all customers of the automotive industry and, if applicable, the revision status of their customer-specific requirements,

汽车行业客户概述以及其特殊客户要求的修订情况（如果适用）；

overall number of employees at the site, including all full-time and part-time workforce, freelancers, temporary workers and employees with short-term contracts.

现场的总员工数量，包括全职和兼职人员、自由职业者、临时工和签订了短期合同的员工。

## 2.2.10 Use of IATF logo IATF 徽标的使用

The only use of the IATF logo related to this certification scheme is as displayed on the certificate issued by the certification body. Any other use of the IATF logo, separately or not, is prohibited.

IATF 徽标只能用于本认证计划，即显示在认证机构签发的证书上。无论是否单独使用，都不得将 IATF 徽标用于他处。

Note: The client can make copies of the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

注意：为了进行市场营销和宣传，委托人可以复印带有 IATF 徽标的 IATF 16949 证书。

## 2.9 Supplementary terms: ISMS pursuant to ISO/IEC 27001 补充条款：符合 ISO/IEC 27001 的 ISMS

The below guidelines apply to ISM systems pursuant to ISO/IEC 27001 as a supplement to the guidelines under para. 1.5 on group certifications:

以下准则适用于符合 ISO/IEC 27001 的 ISM 体系，作为第 1.5 章中与联合认证相关准则的补充：

### 2.9.1 Group certifications can be performed with organisations having several comparable premises with an ISM system meeting the requirements for all premises.

联合认证适用于拥有多个类似场地的组织，在这些场地都实施了满足所有场地要求的 ISM 体系。

Unter folgenden Voraussetzungen kann ein Zertifikat für eine Organisation einschließlich ihrer Standorte ausgestellt werden: 在以下情况下，可以向该组织及其各场地签发证书：

all premises use the same ISM system which is centrally managed and monitored and subject to internal auditing and management reviews;

所有场地都实施了统一管理和监控的 ISMS，该体系会进行内部审核和管理评审；

all premises are included in the internal audit and management re-view programmes;

内部审核程序和管理评审程序覆盖了所有场地；

it is guaranteed that the different premises are reasonably considered for spot checks;  
确保在抽查时考虑到了各个不同的场地;

the Contractor selects a representative number of premises by considering the below aspects:  
承包商在选择具有代表性的场地数量时, 考虑到了如下各个方面:

results of internal audits for the headquarters and premises;  
总部和各个场地内部审核的结果;

management review results;  
管理评审的结果;

different premises sizes;  
不同场地的规模;

different business purposes of the premises;  
各个场地的不同经营目的;

complexity of the ISM system;  
ISMS 体系的复杂性;

complexity of information systems at the different premises;  
不同场地信息系统的复杂性;

different working methods;  
不同的工作方式;

differences between ongoing activities;  
所开展活动之间的差异;

possible interaction with critical information systems or the processing of sensitive data;  
与关键信息系统或敏感数据处理的交互;

different legal requirements.  
不同的法律要求。

The representative spot check refers to all premises falling into the scope of the Customer's ISM system and is based on the evaluation in terms of lit. d) and random elements.  
具有代表性的抽查涉及到委托人 ISMS 体系范围内的所有场地, 并且以 d) 和随机元素的评估为依据。

Prior to certification, all those premises must be audited for which significant risks exist.  
在认证之前, 必须对所有存在重大风险的场地进行审核。

The monitoring programme is structured in a way that all premises can be considered within a reasonable period.  
在制定监督计划时, 应考虑为所有场地分配合理时间。

Corrective measures with deviations at a premise will be applied to the entire group falling under the certification scope.  
对某场地的偏差所采取的纠正措施适用于认证范围内的整个组织。

## 2.10 Supplementary terms: IT security catalogue 补充条款: IT 安全目录

For checking the ISM system scope and assessing the risks pursuant to the IT security catalogue, the auditors must consult an expert; the Customer agrees to this. They may obtain information about such expert (professional CV) and reject him/her for legitimate reasons.  
为了检查 ISM 体系的范围并对与 IT 安全目录相关的风险进行评价, 审核员应向专家咨询。委托人对专家表示同意。审核员可能会获得有关专家的信息 (个人简历) 并以正当理由拒绝该专家。

The Certification Body must suspend or revoke the certificate at any time during the validity period if they become aware of a network operator temporarily or permanently no longer meeting the certification requirements.  
如果认证机构发现网络运营商暂时或长期不再满足认证要求, 可以在证书有效期内随时暂挂或撤销证书。

The certificate is suspended or revoked if the applicant organisation failed to implement required corrective measures during the period

agreed upon.

如果申请机构未能在商定的时间内实施要求的纠正措施, 则可以暂挂或撤销证书。

We are obliged to immediately inform the German Federal Network Agency about certificates being suspended/revoked.  
如果证书被暂挂/撤销, 我们有义务立即通知德国联邦网络管理局。

To the extent the German Federal Network Agency themselves become aware of a network operator temporarily or permanently no longer meeting the certification requirements, they forward this information to the certification body in charge.

如果德国联邦网络管理局自己发现网络运营商暂时或长期不再满足认证要求, 应将此信息转达给负责的认证机构。

## 2.11 Supplementary terms: ISO 14001/ISO 45001 补充条款: ISO 14001/ISO 45001

### 2.11.1 Duty to provide information with severe events 提供重大事件相关信息的义务

The Customer must immediately inform the Certification Body about severe events or violations of provisions which require the involvement of the supervisory authorities in charge.

如果发生了要求负责的监督部门参与的重大事件或违规事件, 委托人必须立即通知认证机构。

### 2.11.2 Independent of the involvement of the competent regulatory authorities, special audits may be required if the Certification Body is informed about severe events relating to occupational health and safety, e.g. about severe accidents or violations of provisions, to assess whether the management system was compromised and whether it still functions properly. The Certification Body documents the assessment results.

无论主管监督部门是否参与, 当认证机构了解到发生了与职业健康安全相关的重大事件 (例如, 重大事故或违规事件) 时, 就可以要求进行特殊审核, 以评价管理体系是否达标并且是否正常运行。认证机构会将评价结果记录在案。

## 2.12 Supplementary terms: certified comparison sites (payment ac-counts) 补充条款: 获得认可的公司场地 (付款账号)

Price comparison sites are websites in terms of sec. 16(1) of the German Payment Account Act (ZKG [Zahlungskontengesetz]) and sec. 1(1) of the German Price Comparison Site Regulations (VglWebV [Vergleichswebsitesverordnung]). Certification of price comparison sites for payment accounts is preliminary subject to the below Supplementary Terms and secondarily to the relevant General and Special Certification Terms and Conditions:

比价网即符合《德国支付账号法》(ZKG [Zahlungskontengesetz]) 第 16(1) 节和《德国比价网规定》(VglWebV [Vergleichswebsitesverordnung]) 第 1(1) 节的网站。支付账号的比价网认证主要受如下补充条款的一约束, 其次受相关的《一般认证条款和条件》和《特殊认证条款和条件》的约束:

### 2.12.1 Valid guidelines and requirements under the Price Comparison Site Regulations (VglWebV), the Payment Account Act (ZKG), the EU Payment Account Directive, the DAkKS Requirements for accrediting conformity evaluation bodies in the field of the Payment Account Act and the Price Comparison Site Regulations, the rules under the TÜV Saarland certification programme for price comparison sites for payment accounts and the TÜV Saarland Criteria Catalogue for assessing price comparison sites for payment accounts.

《比价网规定》(VglWebV)、《支付账号法》(ZKG)、《欧盟支付账号法令》、《支付账号法》领域内认可符合性评估机构的 DAkKS 要求以及《比价网规定》中的有效方针和要求、支付账号比价网的 TÜV Saarland 认证计划以及评价支付账号比价网的《TÜV Saarland 标准目录》。

### 2.12.2 Operators must disclose to the confirmation assessment bodies the amount and type of monetary and non-monetary remuneration agreed upon between them and payment services providers/third parties, whereby those payment service providers/third parties must be identified. Upon request, they must immediately provide the weighing and prioritisation of comparison criteria in terms of sec. 7(1)



no. 3 VglWebV at any given time in the past from the time of certification to check the guidelines pursuant to sec. 18 no. 3 ZKG. Remuneration in terms of sec. 1 para. 1 includes direct commissions, clicking fees and advertising revenue.

运营商应向确认评价机构透露自己与付款服务提供商/第三方之间商定的货币性和非货币性报酬的金额和类型，借此识别付款服务提供商/第三方。根据要求，按照第 3 号 VglWebV 第 7(1) 节的规定，运营商应立即提供比较准则在从认证开始算起任何时间内的权重和优先级，以确认与第 3 号 ZKG 相关的规定。第 1 章第 1 节中的报酬包括直接佣金、点击费用和广告收入。

- 2.12.3 Der Price comparison site operators must inform the Certification Body about any scheduled modifications of the site which affect the comparison criteria and the site in terms of sec. 17 and 18 ZKG, of the Price Comparison Site Regulations or of the "Certified Price Comparison Site – Payment Accounts" TÜV Saarland Criteria Catalogue. **Information must be provided prior to the operators publishing the relevant modifications.**

如果场地、《比价网规定》或“认可的比价网 – 支付账号”、TÜV Saarland 准则目录发生了任何影响比价准则和 ZKG 第 17 和 18 节中所述场地的既定变更，比价网运营商应立即通知认证机构。

**必须在运营商分布相关变更之前提供相关信息。**

The Certification Body checks and confirms, **if possible, within one week** from being informed about scheduled modifications, that conformity continues to exist also after implementing the scheduled modifications.

认证机构应在**一周内（如果可行，从收到既定变更通知之时算起）**检查并确认既定变更实施后符合项是否仍然符合。

Modifications always related to one test criterion. Should a modification relate to several test criteria, the period is extended accordingly. Significant modifications might require special audits which may have the extent of KI, KII and/or KIII conformity assessments.

变更始终涉及一项检测标准。如果变更涉及多项检测标准，则应进行相应的延期。如果发生重大变更，可能会要求进行特殊审核，其中可以涵盖 KI、KII 和/或 KIII 符合性评价的内容。

- 2.12.4 The Certification Body must **immediately** inform Deutsche Akkreditierungsstelle GmbH (DAKKS) about certificates being suspended/revoked.

如果证书被暂挂/撤销，认证机构应立即通知 Deutsche Akkreditierungsstelle GmbH (DAKKS)。

To the extent DAKKS themselves becomes aware of price comparison sites temporarily or permanently no longer meeting the certification requirements, they forward this information to the certification body in charge.

如果 DAKKS 自己发现比价网暂时或长期不再满足认证要求，应将此信息转达给负责的认证机构。

- 2.12.5 Should the Certification Body determine any violations of ZKG or VglWebV provisions during the certification process or if third parties inform them about this, they must inform DAKKS about this immediately, that is, **within a period of two (2) working days.**

如果认证机构在认证过程中确定发生了违反 ZKG 或 VglWebV 规定的情况或者如果第三方告诉认证机构在认证过程中发生了违反 ZKG 或 VglWebV 规定的情况，认证机构应立即在**两 (2) 个工作日内**告知 DAKKS。

If DAKKS decides that a certificate must be revoked, KBS is obliged to revoke the certificate immediately, that is, within a period of two (2) working days.

如果 DAKKS 决定撤销证书，KBS 应立即在**两 (2) 个工作日内**撤销证书。

- 2.12.6 The Conformity Assessment Centre grants the price comparison site operator the below certification mark; this mark is an element of the certificate.

符合性评价中心向比价网运营商授予如下认证标志。证书中包含该标志。



Owners of valid certificates are entitled to use the below certification mark only for payment accounts presented on the price comparison site. The certification mark must also be present when printing the list of results.

有效证书所有人只能在比价网上公示的支付账号中使用如下认证标志。打印结果清单时，也必须显示该认证标志。

Should the operator's certificate become invalid, they must refrain from using this certification mark.

如果运营商的证书失效，则应避免使用该认证标志。

The certification mark has been registered as a trademark with the German Patent and Trademark Office under no. 30 2017 034 233 since 27/12/2017 and is protected against unauthorised use. It was also registered as a Community trademark with the European Union Intellectual Property Office (EUIPO) in Alicante under no. 30 2017 034 233.0 /36. It is possible to use three colours (black, red, gold) and two colours (black, white) for the certification mark. The accreditation office may prohibit the operator from misusing the certification mark. Should the price comparison site operator use the mark contrary to the requirements, they must immediately remove this deficiency.

自 2017 年 12 月 27 日后，该认证标志已在德国专利商标局作为商标登记备案，编号为 30 2017 034 233，因此，未经授权，不得擅自使用。该标志还在阿里坎特的欧盟知识产权局 (EUIPO) 作为共同体商标进行了注册，编号为 30 2017 034 233.0 /36。该认证标志有两种颜色形式：一种包含三种颜色（黑、红、金），另一种包含两种颜色（黑、白）。认可办事处可以禁止运营商滥用认证标志。如果比价网运营商违规使用了认证标志，则应立即停止使用。

The operator must link the certification mark to the TÜV Saarland Certification GmbH on-line certificate database for verification purposes (users can then click on it). The Certification Body enables deep linking for the operators to do that.

为便于进行验证，运营商应将认证标志与 TÜV Saarland Certification GmbH 的在线证书数据库关联起来（然后用户可以点击该认证标志）。认证机构允许深度链接，以便运营商进行关联。

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