

A. General Certification terms and conditions

一般认证条款和条件

The following regulations refer to the applicable standards, regulations and guidelines of the subject matter of the contract between the Client and TÜV Saarland Certification GmbH – hereinafter referred to as the Contractor or Certification Body. With each commissioning of the certification body, the applicant and the client acknowledge the current version of the Certification terms and conditions as well as the general terms and conditions of TÜV Saarland Certification GmbH as binding as an essential part of the contract.

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 间合同主体的相关适用标准、规则和指南。每次委托认证机构时，即表示申请方和委托人均 接受当前版本的《认证条款和条件》以及作为合同重要组成部分的 TÜV Saarland Certification GmbH 的《一般条款和条件》。

Existing contractual relationships are subject to the current version of the Certification terms and conditions and the General Terms and Conditions of TÜV Saarland Certification GmbH. These can be noted on the Internet, viewed in the certification authority or sent on request. The certification body is entitled to use subcontractors. All individual measures of the certifications are carried out independently and impartially by the contractor and taking into account the principle of equality.

现有合同关系受当前有效版本的《认证条款和条件》以及 TÜV Saarland Certification GmbH 的《一般条款和条件》的约束。这些条款和条件可以在互联网上查阅、也可以在认证机构处查看或根据要求发送。认证机构有权使用分包商，承包商秉承公平性原则，公正独立地开展认证的所有单项措施。

1. General regulations 总则

- 1.1
- The Client is obliged to provide the Contractor with all information required for certification. 委托人 有义务向承包商提供认证所需的所有信息。
- 1.2
- Prior to the audit, the Client shall provide the certification body with all necessary documents, which shall be requested by the Contractor in good time. 委托人应在认证审核前及时向承包商提供认证机构要求的所有必要文件。
- 1.3
- The client and the contractor can optionally agree on a pre-audit, the scope of which can be agreed. 委托人和承包商可以选择进行预审，预审的范围可以由双方协商。
- 1.4
- During the audit, the company demonstrates the practical application of its documented procedures. Non-compliance with standards or non-compliance with standards requirements are documented in deviation reports, for which the company must provide corrective action. 在审核期间，公司要展示其书面程序文件的实际应用情况。不符合标准或未遵守标准要求的情况应记录在不符合报告中，公司必须为此提供纠正措施。
- 1.5
- At the end of the audit, the client is informed of the audit result in a final meeting. The result is later documented in an audit report. Deviations are documented and, if necessary on the basis of the results, can lead to an on-site follow-up audit or the submission of new documents and their review. The audit manager decides on the requirement or scope of the post-audit on the basis of the deviations identified. 审核结束后，委托人将在末次会议上获悉审核结果。之后审核结果会记录在审核报告中。所有不符合也会记录下来，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。由审核组长根据已确认的不符合决定后续审核的要求或范围。
- 1.6
- Certificates are to be understood as all confirmations of conformity such as certificates, declarations of validity, certificates in the narrower sense. In the following, certification is understood to mean all assessment, testing, validation and certification procedures. On the basis of these tests, the decision is made on the granting, maintenance of certification, extension or limitation of the scope of application, renewal, suspension, restoration or withdrawal of certification. The certificate(s) are issued by the Contractor after a positive review of the documentation of the certification procedure. The certificates are sent to the client. The certificate will only be issued if all deviations have been resolved. The certificate is issued for the specified period. “证书”应理解为所有符合性的确认，例如证书、有效性声明、以及狭义上的证书。下文中的“认证”，均指所有评估、审核、验证和认证程序。有关证书授予、维持认证、范围延伸/限定以及证书更新、暂停、恢复或撤消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。只有所有不符合得到纠正后，即会签发证书，而签发的证书只在规定的期限内有效。
- 1.7
- In order to maintain the validity of the certificate, on-site surveillance audits must be carried out, depending on the respective standard. If the monitoring is not completed in conjunction with a positive decision to continue to exist by the CA, the certificate loses its validity. In this case, the affected certificates must be returned to the certificate authority immediately. 为了保持证书的有效性，必须根据各自的标准在现场进行监督审核。如果审核未与 CA 做出的继续审核的积极决定一起完成，则证书将失去有效性。在这种情况下，受影响的证书必须立即返回到证书颁发机构。
- 1.8
- During the surveillance audit, at least the essential standard or norm requirements are examined. In addition, the proper use of the certificate (and the certification mark) and complaints as well as the effectiveness of the corrective measures to the deviations from the previous audits are evaluated. After each surveillance audit, the client receives an audit report. 在监督审核期间，至少要检查基本标准或规范要求。此外还要评估证书（和认证标志）的正确使用和投诉，以及针对先前审核中的不符合的纠正措施的有效性。每次监督审核后，委托人都会得到一份审核报告。
- 1.9
- In the case of monitoring and recertification audits or on a specially scheduled date, extensions / restrictions of the scope of application as well as additions to standard certificates are possible. The effort depends on the scope of the expansion, which must

be clearly defined by the company and contractually regulated before the audit. The validity period of the extension of the certification is limited to the validity period of the existing certification. 在监督和再认证审核的情况下或在特别安排的日期，可以扩展/限制应用范围以及添加标准参考。这项工作取决于扩张的范围，公司必须在审核前明确定义并通过合同进行管控。认证延期后的有效期以现有认证的有效期为限。

- 1.10
- If there are changes in the procedural requirements (e.g. company data, accreditation requirements) during the term of the contract, these changes must be taken into account in the procedures accordingly and the contractual partner must be informed immediately. This also applies to any necessary changes to the certification effort that may result 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、认可要求），则必须在程序中相应地考虑这些变化，并必须立即通知合同双方。这也适用于由此可能导致的认证工作的任何必要变更。
- 1.11
- If different standards are used as a basis, this may be certified in a combined procedure. These are offered individually accordingly. 如果以不同的标准为依据，则可以开展结合认证，但是可以按照单一标准进行审核。
- 1.12
- Costs incurred as a result of additional expenditure due to an unscheduled audit or follow-up audit as well as the verification of corrective measures to remedy deviations from the previous audit shall be borne by the Client and shall be invoiced to the Client according to expenditure. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 1.4 of the Special Certification Conditions. 因审核计划外或后续审核以及验证纠正措施以纠正与上次审核中的不符合而产生的额外费用的成本由委托人承担，并将根据支出向委托人开具发票。这一点同样适用于临时通知按照《特殊认证条件》中第 1.4 节的要求开展特殊审核所产生的费用。

2. Obligations of the client to cooperate 委托人的合作义务

- 2.1
- The Client shall provide the Contractor with the required documents free of charge in good time before the respective audit. 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 Client shall grant the auditor(s) access to the records affected by the scope of the audit and grant access to the organizational units concerned. 在进行审核时，委托人应授予审核员访问审核范围内的记录的权限以及进入相关组织单位的权限。
- 2.3
- The Client shall appoint one or more audit officers to assist the Contractor's auditor and act as a contact person to the Client. 委托人任命一名或多名审核人员，作为联系人，协助承包商的审核员。
- 2.4
- After the issuance of a certificate, the Client is obliged to inform the Contractor during the term of the contract of any changes that may have a significant influence on the fulfilment of the certification requirements. These are, for example, changes regarding 证书颁发后，如果合同期内发生了任何对认证要求履行有所影响的变更，委托人应告知承包商。以下是变更的例子：

legal, economic or organizational status or ownership;
法律、经济、组织地位 或所有权的变更；

organization and management (e.g. key personnel in managerial positions, decision-making or specialist personnel);
组织和管理（例如关键管理人员、决策人员或专业人员）；

contact address and locations;
联系地址和地点；

the scope covered by the certified management system;
经认证的管理体系覆盖的范围；

significant changes in the management system and processes. This also applies to the introduction or modification of shiftwork;
管理体系和过程发生重大变化，这也适用于轮班工作的引入或修改；

Changes that affect the design or specification of the certified product
影响认证产品设计或规范的变更

The customer is also obliged to make notices during the entire term of the contract: Any incident that affects the security of products and services
Violations of legal requirements identified by market surveillance and law enforcement authorities
委托人 有义务在整个合同期内告知：
任何影响产品和服务安全的事件
市场监管和执法机构认定的违反法律要求的行为

2.5

The Client undertakes to always comply with the certification requirements, including the implementation of appropriate changes. 委托人应始终满足相关认证要求，包括实施适当的更改。

2.6

The Client undertakes to record and retain all complaints that have been brought to the attention of the Client in relation to compliance with the certification requirements. Furthermore, the client undertakes to make these records available to the certification body upon request; and

take appropriate action in relation to such complaints, as well as any defects discovered in the products that affect compliance with the certification requirements;

document the measures taken.

委托人同意记录并保留所有向委托人提出的关于符合认证要求的投诉。此外，委托人承诺应要求向认证机构提供这些记录；

并对此类投诉和产品中发现的影响符合认证要求的任何缺陷采取适当的行动；

TÜV Saarland Certification GmbH – F-102-03 Certification terms and conditions | 2024-12-18

Page 1 from 8

记录所采取的行动。

- 2.7 The Client agrees that representatives of accreditation bodies and regulatory authorities may accompany a certification body audit as part of the conformity assessment of the certification body's audit process. 委托人同意认可机构和监管机构 的代表可以陪同认证机构审核，作为认证机构审核过程合格评定的一部分。

3. Personnel deployed, right of complaint and objection 审核人员，申诉和异议权

- 3.1 The Client has the right to reject a particular auditor or technical expert, provided that there is a comprehensible reason against the appointment and the rejection is justified accordingly. 在有充分的理由反对任命的前提下，委托人有权拒绝特定的审核员或技术专家是合理的。
- 3.2 In the case of the use of external auditors or experts, the consent of the client is required for the use of these auditors. This consent shall be deemed to have been granted if the Client does not object to the Client's use within one week of the appointment of the external auditor. The client has the right to receive information about the personnel deployed (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。委托人有权获得相关所雇用人员的信息（专业简历）。
- 3.3 In the case of accredited certification procedures, the contracting authority agrees that assessors from the accreditor or the standard-setter or the certification body may examine the documents of the contracting authority and participate in the audit for observation. 对于认可的认证程序，订购当局同意认可机构、标准制定者或认证机构的评审员可以审查订购当局的 文件并参与观察审核。
- 3.4 In the event of complaints about the course or content of the audit or certification procedure, the client can contact the complaints office. For matters that cannot be clarified with the contractor, the steering committee (committee for ensuring impartiality) can be called in with the consent of the client. 如果委托人对流程或审核内容或认证 程序有异议，可以向申诉机构提起申诉。对于无法与承包商说明澄清的事项，经委托人同意后，指导委员会（确保公正性的委员会）可以介入。
- 3.5 The contracting authority has the right to object to the certification decision. 订购当局有权对认证决定提出异议。

4. Suspension, withdrawal, reinstatement and limitation of certificates 证书的暂停、撤销、恢复与限制

- 4.1 The certification body is entitled at any time to limit, suspend, remove and/or withdraw the right to use the certificate if the conditions for granting the certificate are not (or no longer) fulfilled, for example because incomplete or untrue information was provided in the certification procedure; the client does not comply with the obligations imposed in connection with the certification or does not fulfill the performance obligations arising from the contract with the certification body, in particular payment obligations; the contract for certification ends, a voluntary suspension is requested or other reasons exist in accordance with these Certification Conditions or the contract. 如果未（或不再）满足认证条件，例如由于委托人在认证过程 中提供了不完整或不真实的信息，认证机构有权随时限制、暂停、撤销和/或撤回使用权；委托人未能遵守相关认证义务或未能履行与认证机构签订的合同中的 义务，特别是付款义务；认证合同终止、由于《一般认证条款和条件》而自愿暂 停认证的任何其他原因。
- 4.2 TÜV Saarland Certification GmbH is entitled to terminate the contract extraordinarily in the event of withdrawal of the certificate. Further claims for damages and other claims remain unaffected. 如果证书被撤销，TÜV Saarland Certification GmbH 有权 特别终止合同，后续的损害赔偿和其他索赔均不受影响。
- 4.3 Except in cases of intent and gross negligence, TÜV Saarland Certification GmbH shall not be liable for any disadvantages incurred by the Client as a result of non-issuance, expiration, withdrawal, revocation, restriction or suspension of a certificate. 除蓄意和重大过失的情况外，TÜV Saarland Certification GmbH 不对委托人因证书未授予、过期、撤回、吊销、限制或暂停而遭受的任何损失承担责任。
- 4.4 Suspended certifications will be reinstate when the issue that led to the suspension has been resolved. If the issues that led to the suspension have not been resolved within a period of time specified by the certification body, this will result in the withdrawal or limitation of the scope of the certification. 如果解决了造成认证暂停的问题，则会取消认证暂停。如果在认证机构规定的期限内未解决造成暂停的问题， 则会撤销认证或者对认证范围进行限定。
- 4.5 The certification body will limit the scope of the customer's certification to exclude those parts that do not meet the requirements if the certified customer has permanently or seriously failed to meet the certification requirements for those parts of the scope of the certification. Such restriction must be made in accordance with the requirements of the standard used for certification. 如果获得认可的委托人持续或严 重不满足认证范围内相关部分的认证要求，认证机构将限制委托人的认证范围， 以排除不符合要求的部分，这种限制必须根据认证标准的要求进行。

5. Scope of the right to use certificates and certification marks

认证证书和认证标志的使用权范围

- 5.1 If the agreed certification procedure has been completed with a positive result, the Client will receive the corresponding certificate from the Contractor. The certificate has the duration specified in the contract or the contractor's special certification conditions. 如果约定的认证程序已完成并取得积极结果，则承包商会向委托人 提供相关证书。证书的有效期在合同或承包商的具体认证条件中规定。
- 5.2 Upon issuance of the Certificate in accordance with Clause 5.1, the Client shall be granted the non-exclusive, non-transferable and non-exclusive right to use the Certification Mark in accordance with the conditions set out in Clauses 5.3 to 5.15 during the term of the Certificate and within its scope of validity. Depending on the type and extent of use, a license fee may be due for the use of the certification mark. Details of this will be regulated in a separate license agreement. 根据第 5.1 条颁发证书后，按照第 5.3 条至 第 5.15 条的规定，委托人被授予在证书有效期及范围内使用认证标志的非排他性、不可转让和非排他性的权利。根据使用的类型和范围，使用认证标志可能需要支付许可费。详细信息请见单独的许可协议。
- 5.3 The customer may only use the test mark, under no circumstances the TÜV Saarland logo or the claim of the TÜV Saarland Group (currently "Always Safe" or "Safe"). 在任何情况下委托人都只能使用测试标志，不得使用 TÜV Saarland 标志或 TÜV Saarland 集团的声明（目前为“恒安”或“安全”）。
- 5.4 The authorisation to use the certificate and a certification mark issued by the Contractor shall apply exclusively to the Client's business divisions specified in the area of validity of the certificate. Use for areas not mentioned is expressly prohibited. All promotional materials must be changed if the scope of the certificate has been 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，明确禁止用于未指定的区域。如果证书的范围受到限制，则所有宣传材料都必须更改。
- 5.5 The certification mark for certification may only be used by the Client and only in direct connection with the company name or the company logo of the Client. It may not be affixed to or in relation to any of the Client's products. This also applies to the packaging of products, product accompanying information, laboratory test reports, calibration certificates or inspection reports. The marking must not be used in a way that could be interpreted as marking product conformity. 用于认证的认证标志只能由委托人使用，并且只能与委托人的公司名称或徽标一起直接使用，但不可粘贴于委托人的任何相关产品。这也适用于产品包装、产品随附信息、实验测试报告、校准证书或检验报告。该标记的使用方式不能作为产品符合性标记。
- 5.6 The Client undertakes to use the certificate and the certification mark only in such a way that a statement is made about the Client's company/division in accordance with the certification. The contracting authority must also ensure that it does not give the impression that the certification was an official inspection or that the system certification was a product test. 委托人承诺仅以根据认证对委托人公司/部门作出声明的方式使用证书和认证标志。订购当局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 Client is not authorised to make any changes to the certificate or the certification mark. It must be recognizable as such and depicted significantly smaller than the company logo of the customer/certificate holder. The information contained in the test mark must still be clearly legible even when reduced in size. The test mark must stand on its own and must not be combined with other features (e.g. the customer's company logo, statement, graphic). In particular, the impression must not be given that the certificate holder belongs to the TÜV Saarland Group or that it is the customer's brand / company logo. 委托人无权更改证书或认证标志。认证标志必须易于识别，并且明显小于委托人/证书持有者的公司徽标。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）。尤其是不得造成证书持有人是属于 TÜV Saarland 集团，或者这是委托人的商标/徽标的印象。
- 5.8 The Client is obliged to make it clear through the appearance in its advertising and the like that it is a voluntary certification. 委托人有义务确保在其广告宣传材料中明确说明认证是基于自愿原则进行的。
- 5.9 The right of use expires if there is no valid certificate, in particular if the certificate expires at the end of the certificate period, if the necessary monitoring or recertification audits are not carried out, or if the contractual basis for the use of the test mark ceases to exist in any other way. 如果没 有有效证书，特别是如果证书有效期到期，亦或未进行必要的监督审核或再认证审核，或由于其他方式导致作为认证标志使用依据的合同失效时，则使用权到期。
- 5.10 The Client's right to use the Certificate or the Certification Mark shall end with immediate effect, without the need for termination, if the Client uses the Certificate and/or the Certification Mark in a manner contrary to the provisions of Clauses 5.1 to 5.8 or in any other manner contrary to the contract. 如果委托人违反了第 5.1 至 5.8 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，无需终止合同。
- 5.11 The Client's right to use the Certificate or the Certification Mark ends in particular if justified payment claims are not fully fulfilled by the certificate holder within the agreed period from the due date despite a reminder; the certificate holder files an application for the opening of proceedings under the Insolvency Code or a comparable regulation of a legal system outside Germany, or the opening of such proceedings is rejected for lack of assets. 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：在合同限定期后，经提醒，委托人仍然未履行 合法的付款要求；如果在协定的限定期后，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 Client's right to use the certificate or certification mark ends within the agreed period in the event of effective ordinary termination or with immediate effect in the event of justified extraordinary termination for good cause. 如果是有限的常规终止，则委托人使用证书或认证标志的权利将在约定期限内终止；如果是出于正当理由的合理特别终止，则立即生效。
- 5.13 The right of use continues to expire automatically if the maintenance of the certificate is prohibited by regulatory or judicial law. 如果监管法或司法法律禁止对证书进行维护，则其使用权也将自动终止。
- 5.14 Upon termination of the right of use, the Client is obliged to hand over the certificate to the Contractor. 使用权终止后，委托人有义务将证书交还给承包商。
- 5.15 In the event of a violation of contractual provisions, the Contractor reserves the right to assert any claims for damages. 如果委托人违反合同条款，承包商将保留要求赔偿损失的权利。
- 5.16 Certification must not have the effect of discrediting the contractor. 认证不得损害承包商的名誉。
- 5.17 The Client is not entitled to make declarations about its certification, which the Contractor may consider misleading and 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声明。
- 5.18 If it is foreseeable that the certification requirements of the client will not be met only temporarily, the certification can be suspended. During this time, the client may not advertise the certification. 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 remedied within the agreed period, the certificate will be withdrawn. 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 Client is obliged to provide proof of the use of the certificate. It should be noted that the contractor is obliged to check the correct use on a random basis. Information from third parties will be followed up by the contractor. 委托人有义务提供证书的使用证明。应当指出的是，认证机构有义务随机检查其正确使用情况。承包商将跟进第三方的信息。
- 5.21 The Client shall inform the Contractor immediately if it discovers that third parties are misusing its certificate. 如果发现第三方滥用其证书，委托人应立即通知承包商。
- 5.22 If TÜV Saarland Certification GmbH is claimed by third parties due to the use of the test mark, certificate or report by the customer in violation of the contract, the customer is obliged to indemnify the certification body against all claims by third parties upon first request. The same applies to cases in which the certification authority is claimed by third parties due to advertising statements made by the customer. 如果 TÜV Saarland Certification GmbH 因委托人违反合同使用认证标志、证书或报告而被第三方起诉，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 It must not be implied that the certification applies to activities and locations that are outside the scope of the certification. 委托人不得暗示认证适用于认证范围之外的活动和场地。
- 5.24 The Client undertakes to comply with the requirements of the certification body when referring to its certification status in communication media (e.g. Internet, brochures or advertising materials). 委托人承诺在传播媒介（例如互联网、宣传册或广告材料）中提及认证状态时应遵守认证机构的要求。

6. Confidentiality and data protection 保密规定和数据保护

- 6.1 "Confidential Information" means any technical, financial, legal, tax information, information about designs, inventions, marketing or other information (including data, records and know-how) that the Client makes available to the Certification Body directly or indirectly in connection with the Agreement or otherwise comes to the attention of. "保密信息"是指委托人直接或间接向认证机构提供的或者以其他与协议相关的方式获取的任何技术、财务、法律、税务、设计、发明、市场推广的信息或其他信息（包括数据、记录和专有技术）。
- 6.2 TÜV Saarland Certification GmbH will treat confidential information as strictly confidential and will not pass it on to third parties or make it accessible in any other way and will take appropriate precautions to protect the confidential information. The CA may use confidential information only for the purposes of preparing, assessing and executing the Agreement and may not otherwise use it for its own benefit or the benefit of third parties. The confidentiality obligations do not apply if the client has previously agreed in writing to the disclosure of the Confidential Information to a third party in the specific individual case or if the certification body is obliged to disclose the Confidential Information by law, the decision of a court, the order of an authority or other state institution or on the basis of the regulations of an accreditor

TÜV Saarland Certification GmbH 将保密信息视为机密，不会将其转让给第三方或以任何其他方式访问，并将采取适当的预防措施来保护机密信息。认证机构只能将机密信息用于协议的准备、评估和执行，不得用于为己谋利或提供给第三方谋利。如果委托人事先书面同意在特定个案中向第三方披露保密信息，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, affiliates and their employees as well as consultants who are legally obliged to maintain confidentiality, provided that they are each subject to an appropriate confidentiality obligation.
- 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 is entitled to retain copies of the written documents that have been made available for inspection or handed over for the execution of the order. TÜV Saarland Certification GmbH is entitled to retain confidential information for the purposes of proper file management and archiving even after the end of the contract with the client.
- TÜV Saarland Certification GmbH 有权保留供检查或为执行订单而移交的书面文件的副本。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 is committed to complying with the legal regulations on data protection. Within the framework of statutory publication obligations or those prescribed by accreditors, TÜV Saarland Certification GmbH may disclose the client's address data and facts relevant to the certificate.
- TÜV Saarland Certification GmbH 致力于遵守数据保护的法律法规。在法律或认证机构规定的公布义务框架内，TÜV Saarland Certification GmbH 可能会披露委托人的地址信息以及与证书相关的事实情况。

7. Directory of certified companies 认证公司目录

- 7.1 The Contractor is obliged to keep a register of certificate holders with the following contents: name of the certificate holder, applicable normative documents, scope and location(s). 承包商有义务保存证书持有者登记册，其中包含以下内容：证书持有者姓名、适用的规范性文件、范围和场地。
- 7.2 The list also includes suspended and revoked certifications in accordance with points 4.9, 4.16 and 4.17. 该目录还包含了按照第 4.9、4.16 和 4.17 条规定暂停和撤销的认证。
- 7.3 The directory is publicly accessible. 该目录是公开的。

8. Use of the accreditation symbol 认可标志的使用

- 8.1 In order to be entitled to provide references to the accreditation or to use the symbol, the certification body must be in possession of a valid accreditation, have approval from DAkkS for the specific use and comply with the requirements in accordance with the mandatory rules of DAkkS and EA, ILAC, IAF (as applicable). 为了有权引用认可或使用该标志，认证机构必须拥有有效的认可，获得 DAkkS 的特定使用批准，并遵守 DAkkS 和 EA、ILAC、IAF（如适用）强制性规则的要求。
- 8.2 As a matter of principle, customers of the certification body are not permitted to use the accreditation symbol of DAkkS. 原则上，认证机构的委托人不得使用 DAkkS 认可标志。

B. Special Certification Conditions 特殊认证条件

The regulations listed here apply to certification procedures in addition to the above General Certification Conditions and only to procedures based on national or international accreditation, approval or recognition. To the extent that the term "accreditor" is used in these Special Certification Conditions, this also includes accreditation organisations and recognition organisations. The terms "Accreditation Requirements", "Accreditation Requirements", "Accreditation Standards" and "Accreditation Procedures" shall apply mutatis mutandis to the specifications and procedures of the accreditation or recognition bodies. 除上述《一般认证条件》外，以下规定还适用于认证程序，并且仅适用于基于国家或国际认可、批准或认可的程序。本《特殊认证条件》中提及的“认证机构”，则还包括认证组织和认可组织。“认可规定”、“认可要求”、“认可标准”和“认可程序”等术语比照适用于批准或认可机构的规范和程序。

Generally applicable accreditation standards: z.B. ISO/IEC 17021-1, ISO 19011 通用认可标准：例如 ISO/IEC 17021-1、ISO 19011；

specific accreditation standards: e.g. ISO/IEC 27006 for ISMS and ISO 50003 for energy management systems, conformity assessment program BNetzA in accordance with §11 EnWG para. 1a 特定的认可标准：例如 ISMS 体系的 ISO/IEC 27006 和能源管理体系的 ISO 50003，根据第 11 节 EnWG 第 1a 条的符合性评估 BNetzA

Certification standards such as ISO 9001, ISO 14001, ISO/IEC 27001, IATF 16949, ISO 45001, ISO 50001 认证标准，例如 ISO 9001, ISO 14001, ISO/IEC 27001, IATF 16949, ISO 45001, ISO 50001

specifications of the respective accreditor. 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 Audit 认证审核

1.1.1 The certification audit is carried out in two stages. Stage 1 serves to gain an overview of the implementation status. With this information, stage 2 of the audit can then take place, in which implementation and compliance are checked. 认证审核分两个阶段进行，第一阶段大概了解实施状态，在这些信息下，就可以进行第二阶段，对实施情况和合规性进行审核。

1.1.2 The Stage 1 and Stage 2 audits can be carried out directly on top of each other. If the Stage 1 audit shows that certifiability is not yet given, the Stage 2 audit cannot be carried out immediately afterwards. Rather, in this case, certifiability must first be established by the client. Significant changes required from Stage 1 vulnerabilities may result in repetition of the Stage 1 audit or parts of the Stage 1 audit. The resulting additional costs of the Client and the costs of the Contractor, including travel expenses, travel times, downtime, shall be borne by the Client. 第一阶段审核完成后，可以立即开展第二阶段审核。但是，如果一阶段审核尚未满足认证要求，则不能立即进行二阶段审核。相反，在这种情况下，委托人必须先确认可认证性。第一阶段中发现的漏洞而产生的重大更改可能会导致第一阶段重新审核或重复第一阶段审核的部分内容。委托人和承包商由此产生的额外费用，包括差旅费、差旅时间、停工时间，应由委托人承担。

1.1.3 Stage 1 and Stage 2 audit must not be more than 6 months apart. 第一阶段和第二阶段审核的间隔不得超过 6 个月。

If there are more than 6 months between Stage 1 and Stage 2 Audit, Stage 1 must be repeated. The resulting additional costs of the Client and the costs of the Contractor, including travel expenses and travel times, shall be borne by the Client. 如果第一阶段和第二阶段审核之间的时间间隔超过 6 个月，则必须重新进行第一阶段审核。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/时间等。

1.1.4 When determining the interval between Stage 1 and Stage 2 audit, both the requirements of the client and sufficient time to correct weak points are taken into account. As a rule, the focus of time is on the stage 2 audit. weaknesses are taken into account. As a rule, the time focus is on the stage 2 audit. 在确定第一阶段和第二阶段审核之间的间隔时，会考虑委托人的要求和留出足够的时间供其补偏救弊。通常，第二阶段审核会需要更多的时间。会考虑补偏救弊，第二阶段审核会需要更多的时间。

1.1.5 If the Contractor is unable to verify the implementation of corrections and corrective actions of any non-conformity within 6 months of the last day of Stage 2, the Contractor must perform a re-Stage 2 before recommending certification. 如果承包商无法在第二阶段结束后的 6 个月内对任何不符合项的纠正和纠正措施的实施情况进行验证，则认证机构必须在最终认证之前重新进行二阶段审核。

1.2 Surveillance audit 监督审核

1.2.1 In order to maintain the validity of the certificate, at least annual on-site surveillance audits must be carried out. The due date is based on the date of the certification decision of the initial certification audit. The first surveillance audit after the initial certification audit must be carried out no later than 12 months after the certification decision. 为了保持证书的有效性，每年至少必须进行一次现场监督审核。截止日期取决于首次认证审核的认证决策日期。首次认证审核后的第一次监督审核必须在认证决策后 12 个月内进行。

1.2.2 Surveillance audits must be carried out at least 1x per calendar year. 监督审核必须每个日历年至少进行一次。

1.3 Recertification audit 再认证审核

1.3.1 In order to extend the certification for a further three years, a recertification audit must be carried out at the client's premises before the expiry of the validity period. 为了将认证时效再延长三年，必须在有效期届满之前在委托人所进行再认证审核。

1.3.2 The procedure is the same as that of the certification audit, where the necessity and scope of the Level 1 audit is determined depending on changes to the certification object of the client, its organization or the context. 其程序与认证审核相同，一阶段审核的必要性和范围根据取决于委托人、其组织或环境的变更。

1.3.3 In the event of successful recertification, the validity of the certificate is extended by 3 years from the expiry date of the previous certificate. The recertification audit and the positive certification decision must be completed by the expiration date. 再认证成功后，证书有效期将自上一次证书到期之日起延长 3 年。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, before the expiry of the certification date, the certification body has not completed the re-certification audit or is unable to verify the implementation of corrections and corrective actions for any material non-conformity, then no recommendation for re-certification may be made and the validity of the certification may not be extended. Your company will be informed about this and the consequences will be explained to you. 如果在认证日期届满前，认证机构未完成再认证审核或无法验证重大不符合的纠正和纠正措施的实施情况，则不建议进行再认证并且不得延长认证的有效期。我们会通知您并向你解释有关影响。

1.4 Audits announced at short notice 临时通知审核

An extraordinary audit announced at short notice may be necessary under the following conditions: 在下列情况下，可能需要临时通知进行特别审核：

Serious complaints and other facts that have come to the attention of the certification body that call into question the effectiveness of the client's certified management system and that cannot be remedied in writing or within the framework of the next regular audit (e.g. alleged violations of rights by the client or its senior employees). 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侵权行为）；

Changes at the client that affect the capabilities of the management system to such an extent that the requirements of the certification standard are no longer met. 委托人的变更影响管理体系的能力，以致不再满足认证标准的要求。

As a consequence of a suspension of the client's certification. In these cases, the Client cannot reject the auditors. 由于委托人认证被暂停。在这些情况下，委托人不能拒绝任何审核员。

1.5 Composite Certifications 集团认证

1.5.1 Network certifications can be applied to companies with several locations or to companies with branches that have purely branch functions. 网络认证适用于拥有多个场地的公司或仅具有分支机构职能的子公司。

1.5.2 Network certifications are possible if the following requirements are met: 如果满足以下要求，则可以进行网络认证：

All locations have a legal or contractual relationship with a head office. 所有的场地都与总部拥有法律和合同关系；

The products/services of all sites must be essentially all the same and manufactured using the same methods and procedures. 所有场地的产品/服务必须基本相同，并使用相同的方法和程序制造。

Establish, create and maintain a unified management system that applies to all branches/locations. 建立、制定和维护适用于所有分公司/场地的统一管理体系。

Monitoring of the entire management system under central guidance by the management officer of the headquarters. This is technically authorised to issue instructions for all branches/locations. 整个管理体系在有权在技术上为所有分公司/场地发布技术说明的总部领导的集中指导下进行监督。

Availability of internal audits and management reviews for all branches/locations. 对所有分公司和场地执行内部审核和管理评审。

Certain areas work centrally for all areas: product and process development, procurement, human resources, 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 In the case of network certifications, the on-site auditing of the sites can be divided between certification and surveillance audits. The head office must be audited annually in addition to the selected locations. 在进行网络认证时，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 sites to be audited. 由承包商选择要进行的审核场地。

2 Specific conditions for accredited certification procedures 认可认证程序的特殊条款

Below are the additional terms and conditions for certain accredited certification procedures of the contractor, which are in addition to the general certification conditions for the respective specific standard listed below. 以下是针对某些承包商认可的认证程序的附加条款和条件，这些条款和条件是对下列各特定标准的通用认证条件的补充。

2.1 Supplementary Terms and Conditions Automotive Industry IATF 16949 汽车行业的补充条款和条件 IATF 16949

2.1.1 The deviating regulations in the following certification specifications of the automotive industry take precedence. 以与如下汽车行业制定的认证规范不同的规定为优先：

IATF 16949 Automotive Industry Certification Requirements for IATF 16949, Rules for the Recognition and Maintenance of IATF Approval, 6th Edition for IATF 16949, effective January 1, 2025 (IATF: International Automotive Task Force). IATF 16949: 《IATF 16949 汽车行业认证要求》、《IATF 许可的认可和维持规定》。IATF 16949 第 6 版，2025 年 1 月 1 日版本（IATF：国际汽推动小组）

The initial certification audit is carried out in two stages. Stage 1 serves to gain an overview of the implementation status. With this information, stage 2 of the audit can then take place, in which implementation and compliance are checked. 首次认证审核分两个阶段进行，第一阶段大概了解实施状态，在这些信息下，就可以进行第二阶段，对实施情况和合规性进行审核。

2.1.2 Initial Certifications Level 1 Audit 首次认证第一阶段审核

The Level 1 audit for initial certifications is also divided into two parts. Part 1 examines the applicability of IATF 16949, the certification structure and the planned scope. Subsequently, an on-site audit is carried out in Part 2 to assess the readiness for certification. 首次认证第一阶段审核也分为两部分。第一部分审查 IATF 16949 的

适用性、认证结构和计划范围。随后，在第二部分进行现场审核，以评估认证准备情况。

The certification body shall make a decision on readiness for the Level 2 audit or a repetition of the Level 1 audit within 15 calendar days of the final interview. 认证机构应在最后会议后 15 个日历日内决定是否准备好进行第二阶段审核或重复第一阶段审核。

The Stage 1 audit may be repeated no earlier than 20 calendar days after the final interview and no later than 6 months after it. The repeated assessment must be carried out exclusively by the same auditor. At least one hour must be spent on the review of open points from the previous stage 1 audit. 第一阶段审核的重复时间不得早于最后会议后的 20 个日历日，也不得晚于会议后的 6 个月。重复评估必须完全由同一审核员进行。必须用至少一个小时的时间审查上一次第一阶段审核的未决问题。

2.1.3 Initial Certifications Level 2 Audit 首次认证第二阶段审核

A complete system audit in which all requirements of IATF 16949 must be audited and evaluated with regard to their effective implementation. 完整的系统审核，必须对 IATF 16949 的所有要求进行审核，并评估其有效实施情况。

The Level 2 audit must take place no earlier than 20 days after the final interview of the Level 1 audit and the existence of a positive readiness assessment by the certification body and must take place no later than 90 days thereafter. 第二阶段审核必须在第一阶段审核的最后会议结束后 20 天内进行，并且认证机构必须对审核准备情况做出肯定的评估，之后必须在 90 天内进行。

2.1.4 Audit Cycle 审核周期

The last day of a recertification audit must be completed no later than 3 years (-3 months/+0 days) after the last day of the previous certification, recertification or transfer audit. 重新认证审核的最后一天必须在上一次认证、重新认证或转岗审核的最后一天之后 3 年 (-3 个月/+0 天) 内完成。

For surveillance audits, the permissible time window increases to - / + 3 months. If the deadlines are not met, the certificate will be revoked within 7 calendar days of exceeding the maximum permissible time window. 对于监督审核，允许的时间窗口增加到 +/-3 个月。如果未在截止日期前完成，证书将在超过允许的最长时间窗口后 7 个日历日内被吊销。

2.1.5 The Client 委托人

may not refuse to allow the certification body to provide the audit report to the IATF; 不得拒绝认证机构向 IATF 提供审核报告；

must not refuse an IATF witness audit; 不得拒绝见证审核；

may not refuse the presence of an internal witness auditor of the certification body; 不得拒绝认证机构内部见证审核员参与审核；

may not refuse the presence of an IATF observer, representative or their representatives; 不得拒绝 IATF 观察员、代表或其代表人员参与审核；

must provide the certification body with information on previous and/or existing IATF 16949 certifications prior to signing the contract; 必须在签订合同之前向认证机构提供以前和/或现有的 IATF 16949 认证信息；

and must notify the certification body of any significant changes. 必须将任何重大变更通知认证机构。

2.1.6 Client consultants may not be physically present at the site or participate in the audit in any way during the audit. Failure to do so will result in the certification audit being terminated. 委托人的顾问在审核期间不得本人出现在现场，或以任何方式参与审核。否则，认证审核将被终止。

2.1.7 The failure of the Client to notify the Certification Body of any changes will be considered a breach of the legally enforceable agreement and may result in the withdrawal of the IATF 16949 certificate by the Certification Body. These include changes regarding: 委托人未通知认证机构任何变更，将视为违反具有法律效力的协议，这会导致认证机构撤销委托人的 IATF 16949 证书。与此相关的变更包括：

Legal form and status; 法律形式和地位；

Commercial status / ownership (e.g. joint venture, merger, takeovers, mergers, etc.); 商业状况/所有权（如合资、合并、收购、兼并等）；

management structure (e.g. organization, top management, key positions, etc.); 管理结构（如组织、高层管理、关键职位等）；

mailing address, physical addresses, or location; 通讯地址、实际地址或地点；

Relocation of production processes or support functions; 生产流程或支持功能迁移；

Closure or relocation of a production site, an extended workbench or a stand-alone remote support site; 关闭或搬迁生产基地、扩展工作台或独立的远程支持站点；

Scope of business activities within the Certified Quality Management System (QMS) including any new locations and/or support relationships to be included in the certification scope; 经认证的质量管理体系 (QMS) 下的业务活动范围，包括认证范围内的任何新地点和/或支持关系；

outsourcing of QMS processes to other organizations; 将 QMS 流程外包给其他组织；

Cases of customer dissatisfaction that require notification to the certification body, in accordance with the customer-specific requirements of the IATF (e.g. special customer status, etc.); 根据 IATF 的委托人特定要求（如特殊委托人身份等），需要通知认证机构的委托人不满意情况；

Contract signed with another IATF-approved certification body. 与另一个 IATF 批准的认证机构签订合同。

2.1.8 Notification / information obligations of the client (client): 委托人的通知/信息义务（委托人）：

The client must provide the certification body with all information it deems necessary for audit preparation within the defined deadlines. 委托人必须在规定期限内向认证机构提供其认为审核准备所需的所有信息。

The dates for monitoring, recertification and transfer audits must be confirmed by the customer at least 90 calendar days before the audit due date. If a change to the confirmed audit date is necessary, the certification body must record the reasons for this in the audit documentation. 委托人必须在审核到期日前至少 90 个日历日确认监督、重新认证和转移审核的日期。如果有必要更改已确认的审核日期，认证机构必须在审核文件中记录更改的原因。

The information on the preparation for the audit must be received by the client at least 30 days before the first day of the audit at the certification body. In the event of a later submission, the CA can postpone the audit. If this leads to non-compliance with the specified audit dates in the cycle, this can lead to the loss of the certificate. 委托人在认证机构进行审核的第一天前至少 30 天收到有关审核准备工作的信息。如果提交时间较晚，认证机构可以推迟审核。如果因此导致未遵守周期内规定的审核日期，则可能导致证书丢失。

If, in exceptional cases, the client fails to submit the management review records at least 30 calendar days prior to the audit start date due to confidentiality concerns, additional time must be added to the audit plan to review the management review records on-site prior to the start of the opening meeting. 如果在特殊情况下，委托人出于保密考虑，未能在审核开始日期前至少 30 个日历日提交管理审查记录，则必须在审核计划中增加额外时间，以便在开幕会议开始前现场审查管理审查记录。

The Client must notify the Certification Body of his/her intention to transfer to another Certification Body as soon as a legally valid contract has been signed with it. 一旦与认证机构签订了具有法律效力的合同，委托人必须立即将其转移到另一家认证机构的意向通知认证机构。

The client must work with the certification body to resolve outstanding issues related to the transfer to or from another IATF-approved certification body. 委托人必须与认证机构合作，解决与转入或转出另一个 IATF 批准的认证机构有关的未决问题。

The Client must remove all references to the IATF certification from all internal and external marketing channels – including but not limited to the website and print and electronic media – if its certification is cancelled or withdrawn or has expired. 如果委托人的认证被取消、撤销或已过期，委托人必须从所有内部和外部营销渠道（包括但不限于网站、印刷媒体和电子媒体）中删除所有提及 IATF 认证的内容。

2.1.9 Deviation management: 不符合管理

In the event of major deviations, the client must submit the following items within 15 calendar days of the final interview of the audit: 在发生重大不符合的情况下，委托人必须在审核最终会议后的 15 个日历日内提交以下项目：

Implemented containment measures, including their effectiveness, as well as remedial measures 已实施的控制措施，包括其有效性，以及补救措施

Root cause analysis including applied methodology, analysis and results, as well as effects of the root cause on other processes 根本原因分析，包括所使用的方法、分析和结果，以及根本原因对其他流程的影响

A corrective action plan to eliminate the identified root cause(s) and the established method(s) to verify their effectiveness. 消除已识别根本原因的纠正行动计划，以及验证其有效性的方法

The certification body must request the client to submit, within a maximum of sixty (60) calendar days after the audit closing interview: 认证机构必须要求委托人在审核结束会议后的六十（60）个日历日内提交如下文件：

Implemented containment measures, including their effectiveness, as well as remedial measures 已实施的控制措施，包括其有效性，以及补救措施

Root cause analysis including applied methodology, analysis and results, as well as effects of the root cause on other processes 根本原因分析，包括所使用的方法、分析和结果，以及根本原因对其他流程的影响

implemented systemic corrective measures to eliminate the root cause, including consideration of other affected processes, 考虑到对其他受影响流程，为消除根本原因所实施的系统纠正措施

Methods for verifying the effectiveness of implemented corrective measures and the result of the verification. 验证已实施纠正措施有效性的方法及验证结果

In cases where the accepted corrective action plan for a deviation is deemed unacceptable, the certification body must resolve the outstanding issues with the client

within a maximum of ninety (90) calendar days after the audit final interview. If no solution is found, the audit result must be assessed as failed and the IATF database must be updated accordingly. The certification decision is negative and the client has to restart with a certification audit. The valid certificate must be revoked immediately. A major deviation requires on-site verification. 如果已接受的不符合纠正措施计划被认为是不可接受的, CA 必须在最终审核会议后最长九十 (90) 个日历日内与委托人解决悬而未决的问题。如果没有找到解决方案, 则必须将审核结果评估为不合格, 并相应更新 IATF 数据库。认证决定是否定的, 委托人必须重新开始认证审核。有效证书必须立即收回。重大不符合需要现场验证。

In special cases where the implementation of corrective actions cannot take place within a maximum of ninety (90) calendar days from the final interview of the on-site audit, the certification body must consider the deviation as open but 100% resolved if the following conditions are met: 在特殊情况下, 如果无法在现场审核末次会议结束后最多九十 (90) 个日历日内实施纠正措施, 如果满足以下条件, 认证机构可以将不符合视为 100% 解决:

Scheduled post-audit on site based on the accepted action plan and before the next audit 根据已接受的行动计划, 并在下次审核之前安排现场跟踪审核行程

immediate measures taken in order not to expose the Client's customers to any risk; including a review of the systemic impact on the client's process 为避免委托人的委托人面临任何风险而立即采取的措施; 包括对委托人流程的系统影响进行检查

Documented evidence of an acceptable action plan, instructions and records demonstrating the elimination of the identified non-conforming state of the deviation – including a review of the systemic impact on the client's process 可接受的行动计划、指示和记录的书面证据, 证明已识别的、不符合的不合格状态已消除——包括对委托人流程的系统影响进行检查。

In the event of secondary deviations, the certification body can verify the effective implementation of the identified corrective measures during the next audit, instead of carrying out verification during an additional on-site audit. In cases where the accepted action plan is deemed not to have been effectively implemented, a new major deviation must be identified with respect to the corrective action process and the previous minor deviation must be identified as the major deviation. This automatically leads to the suspension of the certificate. 如果出现一般不符合, 认证机构可以在下次审核时验证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。如果认为已接受的行动计划未得到有效实施, 则必须在纠正行动过程中确定新的重大不符合, 并将之前的一般不符合报告为主要不符合, 这也会自动导致证书被暂停。

In the case of major deviations, verification of the effective elimination of the root cause must always be carried out on site, provided that the client's submitted opinion has been accepted by a member of the audit team. 在发生重大不符合的情况下, 必须始终在现场验证根本原因的有效消除, 前提是委托人提交的意见已被审核团队成员接受。

If the certification body detects a deviation during a monitoring, recertification or extraordinary audit, the decertification process must be initiated on the last day of the audit. This lasts a maximum of 127 days and decides whether a certificate is suspended or not. A suspension is a temporary status that leads to either reinstatement or revocation of certification. 如果认证机构在再认证审核期间发现不符合, 则必须在审核的最后一天启动取消认证流程。这最长持续 127 天, 并决定证书是否被暂停。暂停是一种临时状态, 可能导致证书的恢复或撤销。

In addition to the requirements under Section 1.5 on network certifications, the following requirements apply to ISM systems in accordance with ISO/IEC 27001:

除了第 1.5 节中有关集团认证的要求外, 以下要求也适用于符合 ISO/IEC 27001 的 ISM 体系:

2.2.1 Composite certifications can be applied to organizations with several comparable locations where an ISMS has been implemented that covers the requirements for all locations. A certificate can be issued to an organization, including its sites, under the following conditions: 集团认证可应用于拥有多个类似场所的组织, 在这些场地都实施了满足所有场地要求的 ISM 体系。在以下条件下, 可以向组织 (包括其各场地) 颁发证书:

all sites have the same ISMS, which is centrally managed and monitored and is subject to internal auditing and management review. 所有场地均采用了统一的和管理和监控的 ISMS, 并进行内部审核和管理评审,

all sites are included in the internal audit program and the management review program. 内部审核程序和管理评审程序覆盖了所有场地,

it is ensured that the different locations are adequately taken into account in the selection of the sample. 确保在选择样本时充分考虑不同场地。

a representative number of sites will be selected by the contractor taking into account the following 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 of headquarters and sites 总部和各个场地的内部审核的结果;

Result of the Management Review 管理评审结果;

Different sizes of locations 不同场地的规模;

Differences in the business purpose of the locations 各个场地的不同经营目的;

Complexity of the ISMS ISM 体系的复杂性;

Complexity of the information systems at the various locations 不同场地信息系统的复杂性;

Differences in the way we work 不同的工作方式;

Differences in ongoing activities 所开展活动之间的差异;

Possible interaction with critical information systems or 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 sample refers to all locations in the area of application of the customer ISMS; it is based on the assessment according to point d) and on the basis of random elements. 代表性样品涉及到委托人 ISMS 体系范围内的所有场地; 它基于 d) 点的评估以及随机元素。

Before certification, all sites for which there are significant risks must be audited. 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 program is designed in such a way that all locations are taken into account in a reasonable time. 在制定监督计划时, 应考虑为所有场地分配合理时间。

Corrective actions in the event of deviations at one site are applied to the entire network within the scope of the certification. 对某场地出现的不符合采取的纠正措施将适用于认证范围内的整个网络。

2.2.2 If there are ISMS-relevant documents that may not be inspected during the audit, this must be reported to the certification body as early as possible. In consultation with the audit manager, the latter then makes the decision as to whether the certification process can be continued without inspection of these documents or whether it must be discontinued. 如果存在审核中无法查看的 ISMS 相关文件, 必须尽早与认证机构沟通。与审核组长协商后, 审核员决定是否可以在不检查这些文件的情况下继续认证过程, 或者是否必须停止认证过程。

2.3 Supplementary Terms and Conditions IT Security Catalogue §11 EnWG para. 1a 补充条款和条件: IT 安全目录 第 11 节 EnWG 第 1a 条

2.3.1 To check the scope of the ISMS and the risk assessment according to the IT security catalog, the audit team must consult a technical expert. The client agrees to this. He has the right to receive information about the appointed expert (professional CV) and to reject the expert in justified cases. 为检查 ISMS 体系的范围和基于 IT 安全目录的风险评估, 审核团队必须向专家咨询。委托人对此表示同意。审核员有权获得有关指定专家 (专业简历) 的信息, 并有权在正当情况下拒绝该专家。

2.3.2 The certification body is obliged to suspend or revoke the certificate at any time during the validity period if it becomes aware that the certification requirements are temporarily or permanently no longer met by a network operator. 如果认证机构发现网络运营者暂时或永久不再满足认证要求, 则有义务在证书有效期内随时暂停或撤销证书。

2.1.10 The certification company 认证公司

must inform the client within 10 calendar days of the changes in the ownership of the certification body or the loss of the IATF accreditation. 必须在认证机构所有权变更或失去 IATF 认证后的 10 个日历日内通知委托人。

must work with the client to resolve outstanding issues related to the client's transfer to or from another IATF-approved certification body. 必须与委托人合作, 解决与委托人转移到或其他 IATF 批准的认证机构相关的未解决问题。

Including any IATF 16949 auditors sponsored by it, must comply with all applicable data protection laws of the client's respective jurisdiction and provide transparency regarding the scope and processing of relevant personal data. 包括其赞助的任何 IATF 16949 审核员, 认证公司必须遵守委托人所在司法管辖区的所有适用数据保护法律, 并提供有关相关个人数据的处理范围和透明度。

2.1.11 Use of the IATF logo 标志的使用

The IATF logo may only be displayed on the certificate or declaration of conformity issued by the certification body. Any other use of the IATF logo is not permitted. 标志只能显示在认证机构颁发的符合性证书或声明上。不允许以任何其他方式使用 IATF 徽标。

Note: The applicant may make copies of his/her IATF 16949 certificate with the IATF logo for marketing and promotional purposes. 注意: 申请人可以复印带有 IATF 标志的 IATF 16949 证书用于市场营销和推广目的。

Any breach of any of the above provisions will be considered a material breach of contract and will result in appropriate action by the Certification Body according to its severity, including, but not limited to, cancellation or termination of the audit, termination of the contract or withdrawal of certification. 对上述任何条款的违反将被视为合同的重大违约, 并将根据其严重程度采取认证机构的适当措施, 包括但不限于取消或终止审核、终止合同或撤销认证。

2.2 Supplementary conditions ISMS according to ISO/IEC 27001

补充条件: 符合 ISO/IEC 27001 的 ISMS

2.3.3 The certificate will be suspended or withdrawn if the applicant organisation has not carried out necessary corrective measures within the agreed period.如果申请机构未在约定期限内实施要求的纠正措施，则证书将被暂停或撤销。

2.3.4 The certification body is obliged to inform the Federal Network Agency immediately of the suspension or withdrawal of the certificate. 认证机构有义务立即将证书暂停或撤销的情况通知德国联邦网络管理局。

2.3.5 If the Federal Network Agency, for its part, becomes aware that the certification requirements are temporarily or permanently no longer met by a network operator, it forwards this information to the certification body concerned.如果联邦网络局发现网络运营商暂时或永久不再满足认证要求，则会将此信息转发给相关认证机构。

2.4 Supplementary conditions ISO 14001 / ISO 45001

补充条件: ISO 14001/ISO 45001

2.4.1 Obligation to provide information in the event of serious incidents 提供重大事件相关信息的义务

The customer must immediately inform the certification body of the occurrence of a serious incident or violation of regulations that require the involvement of the competent supervisory authority. 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。

2.4.2 Regardless of the involvement of the competent regulatory authority, a special audit may be required if the certification body becomes aware of a serious incident related to occupational health and safety, such as a serious accident, or a serious violation of the regulations, in order to investigate whether the management system has not been compromised and is functioning effectively. The certification body documents the result of its investigation.无论主管监督机构是否参与，如果认证机构发生了与职业健康安全相关的重大事件，或者严重违反规定，就可以要求进行特殊审核，以便调查管理体系是否达标并且正在有效运作。认证机构会将记录其调查结果。

2.5 Supplementary conditions ISO 50001

补充条件: ISO 50001

2.5.1 Evidence of continuous improvement in energy-related performance

能源相关绩效持续改进的证据

For the initial certification to be granted, the company must already provide proof of the improvement in energy-related performance.为了获得首次认证，公司须已提供能源相关绩效改善的证明。

To maintain the certificate, the company must provide proof of continuous improvement in energy-related performance at each re-certification audit (every 3 years). In addition, in order to maintain the certificate, the implementation of measures to improve energy-related performance must be demonstrated at the time of the audit as part of the annual surveillance audits. During the surveillance audits, no proof of the achievement of an improvement in energy-related performance is required.为了维持证书，公司必须在每次再认证审核（每3年）期间提供能源相关绩效持续改进的证据。此外，为了维持证书，需要在审核时证明改善能源相关绩效的措施的实施情况，作为年度监督审核的一部分。在监督审核期间，则不需要能源相关绩效改善的证据。

2.5.2 Energy audits according to DIN EN 16247-1 (bzw. ISO 50002)

根据 DIN EN 16247-1（或 ISO 50002）进行能源审核

If the certification body carries out an energy audit in a company in accordance with DIN EN 16247-1 / or ISO 50002, it is excluded from certification in accordance with (DIN EN) ISO 50001 and (DIN EN) ISO 14001 in this company. A "company" is the smallest legally independent unit (usually GmbH, GmbH & Co. KG, etc.), i.e. other companies in a group of companies are not affected by this regulation. Companies, after a change of name are also exempt.如果一家公司是认证机构根据 DIN EN 16247-1（或 ISO 50002）进行能源审核，则该公司根据 (DIN EN) ISO 50001 和 (DIN EN) ISO 14001 进行的认证将被排除在外。“公司”一词被定义为最小的法律独立单位（通常是 GmbH、GmbH & Co. KG 等），即公司集团中的其他公司不受本法规的影响。改名后的公司也可豁免。

2.5.3 Suitability of an organization for sampling 组织抽样的适用性

The following requirements apply to eligibility for random testing:以下要求适用于随机测试的适宜性:

The customer's organization must have a single EnMS. 委托人的组织必须拥有单一的能源管理体系。

The customer's organization must name its central function. The central function is part of the customer's organization and may not be contractually subcontracted to an external organization. 委托人的组织必须指定其中心职能。中心职能是委托人组织的一部分，不得通过合同分包给外部组织。

The central function must have the authority in the organization to define, implement and maintain the individual EnMS. 中心职能部门应有权在组织内确认、实施和维护单一能源管理体系。

The data suitable for the proof of energy-related performance is collected and can be evaluated by the central function. 中心职能部门收集并评估适合能源相关性证明的数据。

The individual EnMS of the customer's organization must be subject to a central management review. 委托人组织的各个能源管理体系必须接受中央管理评审。

All sites must be subject to the internal audit program of the customer's organization. 所有场所均应遵守委托人组织的内部审核计划。

The central function must be responsible for ensuring that the data (energy and other) is collected and evaluated from all sites. It must be able to demonstrate its authority and ability to initiate organizational changes that may be necessary in relation to, inter alia, the management system and energy-related performance. 中央职能部门必须负责确保从所有站点收集和评估数据（能源数据和其他数据）。它必须能够证明其启动可能必要的组织变革的权力和能力，尤其是与管理体系和能源相关绩效相关的变革。

2.6 Verified comparison website (payment accounts) 已验证的比价网站（付款账号）

A comparison website is a website within the meaning of Section 16 (1) of the Payment Accounts Act (ZKG) and Section 1, (1) of the Comparison Websites Ordinance (VglWebV). for payment accounts, the following requirements take precedence. For the certification of payment account comparison websites, the following Supplemental Terms shall take precedence over the applicable General and Special Certification Conditions: 比价网是指《德国支付账户法》(ZKG)第 16(1)节和《德国比价网规定》(参见 VglWebV)第 1, (1)节含义内的网站。对于支付账户，以下要求优先。对于支付账户比价网的认证，以下补充条款优先于相关的《一般认证条件》和《特殊认证条件》:

2.6.1 The applicable requirements and requirements from the Comparison Website Ordinance (VglWebV), the Payment Accounts Act (ZKG), the Payment Accounts Directive, the DAkKS requirements for the accreditation of conformity assessment bodies in the area of the Payment Accounts Act and the Comparison Website Ordinance, the regulations in the TÜV Saarland Certification Programme for Comparison Websites for Payment Accounts and the TÜV Saarland Catalogue of Criteria for the Examination of Comparison Websites for Payment accounts. 《比价网规定》(VglWebV)、《支付账户法》(ZKG)、《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 认证计划以及审查支付账号比价网标准的《TÜV Saarland 标准目录》。

2.6.2 The operator is obliged to disclose to the conformity assessment body the amount and nature of all monetary and non-monetary remuneration agreed between it and payment service providers or third parties, whereby the individual payment service providers or third parties must be named in each case, and, upon request, the history of the weighting and prioritisation of the comparison criteria in accordance with § 7 paragraph 1 number 3 VglWebV for each previous point in time from the certification to check the requirements pursuant to § 18 no. 3 of the Payment Accounts Act. Remuneration pursuant to subsection 1 number 1 includes, in particular, direct commissions, click fees and advertising revenue. 运营商有义务向合格评定机构披露其与支付服务提供商或第三方支付之间商定的所有货币和非货币报酬的金额和类型，并在每种情况下指定个别支付服务提供商或第三方支付，并且根据要求，根据 VglWebV 第 7(1)节第 3 款，为自认证起的每个过去时间点提供比较标准的权重和优先级历史记录，以便根据以下要求验证要求《支付账户法》第 18 节第 3 款。第 1 小节第 1 款规定的报酬包括直接佣金、点击费和广告收入。

2.6.3 The operator of the comparison website is obliged to inform the certification body of all planned changes to the comparison website that affect the requirements for the comparison criteria and for the comparison website in accordance with §§ 17 and 18 of the Payment Accounts Act, the Comparison Website Ordinance or the TÜV Saarland criteria catalogue "Verified comparison website – payment accounts". **The information must be provided before the operator publishes the changes on the comparison website.** 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 certifies, if possible, within one week of receipt of information on planned changes that compliance continues to exist even after the notified changes have been implemented. 认证机构在一周内（如果可行，从收到既定变更通知之时算起）检查并认证既定变更实施后符合项是否仍然符合。

A change always refers to a test criterion. If several test criteria are affected by the amendment, the period is extended accordingly. If the changes are substantial, it may be necessary to carry out a special audit, which may have the scope of the conformity checks KI and/or KII and/or KIII. 变更始终涉及一项检测标准。如果修正涉及多项检测标准，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 和/或 KII 和/或 KII 符合性检查的内容。

2.6.4 The certification body is obliged to inform the German Accreditation Body GmbH (DAkKS) without delay of the suspension or withdrawal of the certificate. 认证机构有义务立即通知德国认可机构 GmbH (DAkKS) 暂停或撤销证书。

If, for its part, DAkKS becomes aware that the certification requirements for a comparison website are temporarily or permanently no longer met, it forwards this information to the certification body concerned. 就 DAkKS 本身而言，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。

2.6.5 If the certification body discovers violations of the requirements of the Payment Accounts Act or the VglWebV during a certification process, or if information in this regard comes to its attention, it is obliged to notify DAkKS without delay. – **within two (2) business days** – to inform them of this. 如果认证机构在认证过程中发现违反《支付账户法》或《VglWebV》的要求或知悉这方面的信息，认证机构有义务立即在两(2)个工作日内通知 DAkKS。

If DAKS decides that it is necessary to withdraw the certificate, KBS is obliged to withdraw the certificate immediately - **within two (2) working days** of receipt of the instruction 如果 DAKS 决定需要撤销证书, KBS 有义务立即在收到指示的两(2)个工作日内撤销证书。

- 2.6.6 The conformity assessment body assigns the following certification symbol as part of the certificate to the operator of the comparison website. 符合性评估中心将以下证书的认证标志授予给比价网的运营商。



The holder of a valid certificate is entitled to use the certification symbol shown below only on the payment account comparison website. The certification symbol must also be visible when printing out the statement of results. If the operator's certificate expires, the operator may no longer use the certification symbol. 有效证书持有者仅有权在支付账户比价网站上使用如下所示的认证符号。打印结果清单时, 认证符号也必须显示。如果运营商证书过期, 则不得再使用该认证标志。

The certification symbol has been registered as a trademark at the German Patent and Trademark Office with the number 30 2017 034 233 since 27.12.2017 and is protected against unauthorized use. It is also registered as a Community trademark at the European Union Intellectual Property Office (EUIPO) in Alicante with the number 30 2017 034 233.0 /36. The certification symbol can be used in three colours (black, red, gold) as well as in black and white. The accreditation body has the power to prohibit the operator from misusing the certification symbol. If the operator of the comparison website uses the certification symbol contrary to the requirements, he must remedy the grievance immediately.

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)。认可机构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 is obliged to link the certification symbol to the online certificate database of TÜV Saarland Certification GmbH for verification purposes (click on it by the user). The certification authority provides the operator with a corresponding deeplink for this purpose.

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。

Last update: 2024-12-18

更新日期: 2024 年 12 月 18 日