

Terms of Service	通用服务条款
1. BSI shall perform the services described and in accordance with this contract (Contract).	1. BSI 将依据本合同（以下简称为“ 本合同 ”）提供合同所述服务。
2. The Contract will commence on the date Client signifies agreement to the Contract (which may be through electronic confirmation or otherwise) (Effective Date).	2. 本合同将于客户签署（可通过电子确认或其他方式）之日生效（以下简称“ 生效日期 ”）。
3. BSI shall provide its services in compliance with:	3. BSI 将严格遵循下列相关法规和要求来提供服务：
a. all applicable legislation and regulations;	a. 所有适用的法律和法规；
b. all relevant international standards that govern the provision of accredited certification services;	b. 所有对提供经认可的认证服务进行规范的相关国际标准；
c. any relevant standard, private standard or code of practice expressly governing the services in this Contract;	c. 任何明确规范本合同所约定服务的相关标准、专有标准或行为准则；
d. BSI Group's Code of Business Ethics which can be found on our website.	d. 在 BSI 的网站公布的 BSI 集团的商业道德准则。
4. Appropriately qualified and trained personnel will perform the services and determine the outcome of testing, assessments and reviews. BSI may change such personnel at any time.	4. 由具备适当资格并且经过严格培训的人员提供服务并确定测试、审核和评审的结果。BSI 可随时更换此类人员。
5. Client will provide to BSI (throughout the duration of the Contract):	5. 客户将向 BSI（在本合同有效期内）提供：
a. complete and accurate information relevant to the services including any updates;	a. 与服务相关的完整而准确的信息（包括任何更新）；
b. immediate notification of any event which may adversely affect the outcome or continued use of any BSI service or which if left unattended may cause BSI to misrepresent compliance with clauses 3.a, 3.b or 3.c above;	b. 针对可能对 BSI 服务结果或持续使用 BSI 服务产生不利影响或者如果不加注意会导致 BSI 被误认未遵守上述条款 3.a, 3.b 或 3.c 的任何事件进行即时通知；
c. responses to all relevant and reasonable queries of BSI at any time and reasonable assistance including access to premises to permit BSI to investigate third party complaints of Client's use of the services;	c. 对 BSI 随时提出的所有相关且合理的询问进行答复并提供合理协助，包括准许 BSI 进入营业场所以调查针对客户所使用服务的第三方投诉；
d. notification of third party complaints received by Client of Client's product or services and steps taken to resolve them;	d. 有关客户所收到的针对客户产品或服务的第三方投诉以及解决投诉所采取的措施的通知；
e. access to its sites on dates agreed with BSI and at any other time for BSI's unannounced visits if so required to comply with clauses 3.a, 3.b or 3.c above;	e. 在与 BSI 商定的日期，以及若为符合上述条款 3.a, 3.b 或 3.c 的要求，在任何其他时间未经通知时，准许 BSI 进入现场进行现场审核；
f. details of all health and safety rules, security and other requirements for visitors to its sites in advance of any site visit by BSI;	f. 针对进入其现场的来访者的所有健康与安全规则、安保和其他要求的详细信息（在 BSI 进行现场审核前提供）；
g. access to any relevant third party site reasonably required by BSI (and Client undertakes to BSI that it will obtain the third party's consent for BSI to gain such access);	g. 应 BSI 合理要求，准许其进入任何相关第三方现场（客户向 BSI 保证将获得第三方同意准许 BSI 进入）；
h. for testing services, all relevant test items transported at Client's cost and risk in such a way so as to protect them from damage and to notify BSI of the component materials of such test items, their size and weight, and any special precautions that may be required under health and safety, environmental or other law;	h. 对于测试服务，所有测试物品的运输成本和风险均由客户承担，以保护物品免于受损，并告知 BSI 该等测试物品的组成材料、尺寸和重量以及任何健康与安全、环境或其他法律可能要求的特别注意事项；
i. all necessary access and facilities reasonably required by BSI in order to investigate any alleged defect in testing services and to permit BSI to re-test test items following a Client notice of defect	i. 所有 BSI 合理要求的必要准入和设备以调查任何宣称的测试服务缺陷，并且准许 BSI 根据客户的缺陷通知（必须在相关测试服务完成后 21 天内向 BSI 出具）重新对测试物品进行测试；

(which must be served on BSI no later than 21 days after the relevant testing services);	
j. for Conformité Européenne (CE Marking) services conducted by BSI: (i) immediate notice of all adverse incidents concerning the affected product and any limit or prohibition imposed by any regulator on the use or marketing of such product; (ii) an undertaking, warranty and representation to BSI that, when displaying the CE Marking following a conformity assessment, Client's declaration of conformity of the relevant product will be accurate in all respects.	j. 针对由 BSI 进行的 Conformité Européenne (欧洲合格评定) (CE 标志) 服务: (i) 关于所有受影响产品的不良事件以及任何监管机构对该等产品的使用或营销进行限制和禁止的即时通知; (ii) 向 BSI 所做出的承诺、保证和声明, 在符合性评估后展示 CE 标志时, 客户对相关产品的符合性声明在所有方面均准确无误。
6. BSI will not investigate or confirm the truth, accuracy or completeness of any information provided by Client and BSI accepts no liability for any losses, costs or damages suffered or incurred by Client arising out of any incomplete or inaccurate information.	6. BSI 并不调查或确认客户所提供的任何信息的真实性、准确性和完整性, BSI 将不对任何因不完整或不准确的信息而对客户造成的损失、费用或损害承担责任。
7. For testing services, BSI shall be entitled to suspend testing until it receives satisfactory test items, whereupon the agreed timetable for testing shall recommence. If the testing forms part of multiple services, BSI at its sole and absolute discretion may provide and charge for the remainder of the services separately from and without conducting the testing services.	7. 对于测试服务, BSI 有权暂停测试, 直至收到符合要求的测试物品, 届时双方所商定的测试时间表将重新开始。如果测试是多项服务的一部分, BSI 可自行全权决定在未提供该测试服务时, 单独提供其他服务并收取相应费用。
8. If Client wishes to change the date of a site visit or item testing, it must provide BSI with at least 30 days' written notice of its intention to do so.	8. 若客户希望变更现场审核或物品测试的日期, 须至少提前 30 天书面通知 BSI。
9. Client acknowledges that regulatory third party observers may accompany BSI from time to time at a site visit but only if subject to confidentiality obligations to the same level as those BSI owes to Client under this Contract. BSI will provide the identity of such observer prior to any visit. Client will not be charged any additional fees for such observer.	9. 客户确认, 具有监管职能的第三方观察人员可在现场审核过程中全程陪同 BSI 人员, 但需承担与本合同项下 BSI 应向客户承担的同等保密义务。在进行任何现场审核前, BSI 将提供此类观察人员的身份信息。对于此类观察人员, 将不向客户收取额外费用。
10. BSI personnel may abort a visit while on Client's site without BSI being in breach of Contract if they believe there is a risk to safety or Client does not comply with relevant health and safety rules.	10. 若 BSI 人员认为存在安全风险或者客户未遵守相关的健康和安全规则, 可中止在客户现场的审核, 该等中止不构成 BSI 对本合同的违反。
11. BSI may refuse to issue any certificate or other document verifying compliance with any law, standard, rule or scheme, or revoke or suspend such issued certificate or other document, if in its reasonable opinion Client does not comply with the requirements of the relevant law, standard, rule or scheme, or fails to comply with any of its obligations under the Contract, or uses BSI's services in such a manner that may be misleading or that may bring BSI into disrepute.	11. 若 BSI 合理认为, 客户未遵守相关法律、标准、规则或方案的要求, 或未履行其在本合同项下的义务, 或以可能具有误导性或影响 BSI 声誉的方式使用 BSI 的服务, BSI 可拒绝颁发任何证明符合法律、标准、规则或方案要求的证书或其他文件, 或者撤销或暂停已颁发的此类证书或其他文件。
12. BSI will at all times remain the owner of all certificates and reports that it issues pursuant to the services. BSI grants to Client a limited non-exclusive licence to display a certificate issued by BSI (Certificate) for so long as it remains valid, either under the terms of this Contract or on the face of the Certificate.	12. BSI 将始终是依照服务颁发的所有证书和报告的所有者。BSI 授予客户有限的非独占许可, 允许其根据本合同或者证书中的条款在有效期内展示由 BSI 颁发的证书 (以下简称“证书”)。
13. The licence in clause 12 includes a non-exclusive licence for Client to display the BSI-owned logo (BSI Logo) or third party-owned logo as specified on the relevant Certificate, on or in conjunction with the products or services to which the Certificate relates, in	13. 条款 12 中的许可包括展示 BSI 所有的标志 (以下简称“BSI 标志”) 或相关证书中明确的第三方所有的标志的非独占许可, 该等展示应附于与证书相关产品或服务上或与之共同展示, 并且应符合本合同项下规定, 若为第三方标志, 则符合第三方的规定。客户不

accordance with the terms of this Contract and, in respect of third party logos, any third party terms. Client may not sub-license or transfer the right to display any Certificate issued by BSI, BSI Logo or third party-owned logo to any other party. Client may not amend the content or change the appearance of the Certificate or the BSI logo. The licence in clauses 12 and 13 ends on expiry or termination for any reason of the Contract or relevant Certificate. On expiry or termination, Client shall cease all use of the relevant BSI Logo or third party-owned logo.	得向任何其他方分许可或转让展示 BSI 颁发的证书、BSI 标志或第三方所有的标志的权利。客户不得修改证书或 BSI 标志的内容或变更其外观。条款 12 和条款 13 中的许可在本合同或相关证书到期或因任何原因终止时停用。在本合同或相关证书到期或终止之时，客户应停止以任何形式使用相关 BSI 标志及第三方标志。
14. All intellectual property rights in any BSI Logo remains vested in BSI. All goodwill through Client's use of any BSI Logo shall vest in BSI and to the extent any such rights accrue to Client, Client hereby assigns them to BSI. Client shall only display the BSI Logo in the form approved by BSI, in accordance with any guidelines and instructions provided by BSI from time to time and only in connection with the products and/or services as specified on the relevant Certificate;	14. 任何 BSI 标志的所有知识产权均归属于 BSI。客户使用任何 BSI 标志获得的所有商誉均归属于 BSI，并且在客户获得该等权利的范围内，客户据此将其授予 BSI。客户只能以 BSI 认可的形式展示 BSI 标志，并且应符合 BSI 不时提供的任何指导和说明，该等展示应只与相关证书中明确的产品或服务相关。
15. Client shall not use, or apply for registration of, any trade mark which consists of, or comprises, or is confusingly similar to any BSI Logo or do, or omit to do, or permit to be done, any act that, in BSI's reasonable opinion, may weaken, damage or be detrimental to any BSI Logo or the reputation or goodwill associated with the BSI.	15. 客户不得使用或申请注册任何由 BSI 标志组成，包含 BSI 标志或易与其混淆的商标，从事、疏忽或默许他人做出任何 BSI 合理认为可能削弱、损害或使任何 BSI 标志或与 BSI 相关的声誉及商誉受到损害的行为。
16. Client may disclose a report issued by BSI pursuant to its services to any third party provided Client complies with this clause 16. The report must not be amended, abridged or presented in any form other than that issued in final form by BSI. Client agrees to indemnify and hold harmless BSI against all costs, losses including reasonable legal fees and proceedings suffered or incurred by BSI arising out of or relating to a third party's reliance on a report disclosed by Client, whether or not disclosed with BSI's prior written consent.	16. 在遵守本条款 16 的前提下，客户可以向任何第三方披露由 BSI 发布的与其服务相关的报告。不得以任何与 BSI 发布报告的最终形式不同的形式修改、删节或出示报告。客户同意并保证 赔偿 BSI 并使其免于承担所有费用与损失，包括因第三方依据客户披露的报告（无论披露是否获得 BSI 事先书面同意）而致使 BSI 承担或产生的合理的法律费用和诉讼程序。
17. Client will take such action as is necessary to prevent distribution of any counterfeit product purporting to be the Client's product and to which any BSI services may relate. Client will notify BSI of such counterfeit product and its proposals to prevent it from being distributed as soon as possible in writing. At its discretion, BSI may make a public statement concerning the counterfeit product. Failure to comply with this clause 17 is material breach of this Contract.	17. 客户将采取必要行动，以制止任何冒充其产品且与 BSI 服务相关的伪造品的销售。客户应将该等伪造品的情况及制止其进行销售的提案尽快书面告知 BSI。BSI 可自行决定就伪造品发表公开声明。未遵守本条款 17 构成对本合同的重大违约。
18. To appeal the outcome of an accredited service, Client must serve BSI with written notice of appeal within 21 days of receipt of the outcome intended to be appealed. Notice must be addressed to BSI's Compliance and Risk Director.	18. 若对认证服务的结果进行申诉，客户必须在收到拟申诉的结果后 21 天内向 BSI 出具书面申诉通知。该等通知必须寄送至 BSI 的合规与风险总监。
19. Appeals are heard pursuant to the appeals procedure under the accreditation rules governing BSI. The decision of BSI will remain in force pending the outcome of the appeal, which the Client and BSI each agree shall be final.	19. 申诉应根据规范 BSI 的认证规则中的申诉程序予以审查。在申诉结果尚未公布时，BSI 的决定仍然有效，客户和 BSI 均同意申诉结果具有最终效力。
20. For all certification services, BSI may disclose or put into the public domain, on a website or by any other means, Client's name, scope of certification, as well as	20. 对于所有认证服务，BSI 可在网站或者通过其他方式披露、公开客户的名称、认证范围以及证书颁发、暂停、撤销或终止的详细信息。

details of the issuance, suspension, revocation or termination of a Certificate.	
21. For general testing services not pursuant to a standard or regulation, the testing report will only apply to the actual items tested. Client agrees that such report will not imply or affect the outcome of other tests on a similar item. Such report does not indicate any form of approval, certification, supervision, control or surveillance by BSI.	21. 对于不以标准或法规为依据的一般测试服务，测试报告将仅适用于实际测试的物品。客户同意，此类报告将不会暗示或影响针对类似物品的其他测试结果。此类报告并不表明 BSI 做出任何形式的批准、认证、监督、控制或监管。
22. BSI will keep Client information confidential for a period of 6 years from receipt and delete it thereafter and will not use or disclose it except in the following situations (in which case, BSI shall notify Client if legally able to and within a commercially reasonable time):	22. 自收到客户信息之日起 6 年内，BSI 将对该等信息保密并且在期满后予以删除，除下列情况（在此类情况下，如合法可行，BSI 应在商业上合理的时间内通知客户）外，将不使用或披露客户信息：
a. for the purpose of exercising or performing its obligations under the Contract; or	a. 为了履行本合同所规定的义务；或
b. to the extent required by law, any governmental, regulatory or accreditation authority, or court in any jurisdiction; or	b. 应法律、任何政府部门、监管或认证机构或有管辖权的法庭的要求；或
c. to the extent required to be disclosed if, in the reasonable opinion of BSI, the health or safety of consumers may be at risk.	c. BSI 合理认为，消费者的健康或安全可能面临风险而需要予以披露。
23. Clause 22 shall not require BSI to delete Client information that it is required to retain by applicable law, or to satisfy the requirements of any regulatory authority or body of competent jurisdiction to which BSI may be subject relevant to the services.	23. 条款 22 不得要求 BSI 删除按照适用法律或者为满足监管机构或有管辖权的部门所提出的 BSI 应遵守的与服务相关的要求而须保留的客户信息。
24. Payment terms are 30 days net. Multiple services are severable and may be invoiced separately. For testing services that last longer than 30 days, BSI may issue interim invoices.	24. 付款期限为 30 天整。多项服务可分开提供并可单独开具发票。对于持续时间超过 30 天的认证或测试服务，BSI 可开具中期发票。
25. Payments may only be made by electronic transfer to the account detailed on the invoice issued by BSI. On making a payment, Client is to provide the relevant invoice number and its customer account number (as stated on the invoice).	25. 付款只可以电子转账方式记入在 BSI 开具的发票中列明的账户。付款时，客户应提供相关发票号及其客户账号（如发票所注）。
26. Client will pay to BSI (unless due to BSI's fault or a force majeure described in this Contract):	26. 客户将向 BSI 支付（除非由于 BSI 的过错或者本合同所述的不可抗力）：
a. the fees for the services;	a. 服务费用；
b. the current rate for the time BSI is required to spend to investigate any third party complaint, or any alleged non-compliance with the relevant standard, regulation or scheme;	b. 针对 BSI 被要求调查任何第三方投诉或者任何宣称不符合相关标准、法规或方案的情况，BSI 所花费的时间的现行费率；
c. the full fee for a site visit or sample testing if changed by Client on less than 30 days' written notice or for a site visit aborted by BSI due to the grounds in clause 10 above;	c. 针对由客户以不足 30 天书面通知变更的现场审核或者由 BSI 以上述条款 10 为依据中止的现场审核的全部费用；
d. for testing services, the cost of returning or disposing of the test items in an environmentally friendly manner (unless specifically requested by Client otherwise);	d. 对于测试服务，以环境友好方式（除非客户有其他特定要求）退还或处理测试物品的费用；
e. the Annual Management Fee for every year of the Contract;	e. 针对本合同每年的年度管理费；
f. the Application Fee for the first year of the Contract (and, if an initial assessment is not conducted within one year of the Effective Date, Client will need to reapply for such services and pay a further Application Fee);	f. 本合同第一年的申请费（若并非 BSI 过失导致在本合同生效起一年内未进行初始评估，客户将需要重新申请此服务并支付进一步申请的费用）；

g. a fee if Client requests to change its details on a Certificate which does not affect its validity and BSI in its sole discretion issues a revised Certificate on the same terms and validity.	g. 如果客户要求变更其证书中的详细信息，并且变更并不影响证书有效性，BSI 有权决定颁发修改后的具有相同条款和有效性的证书，该变更产生的相关费用。
27. BSI's fees are exclusive of value added tax or other tax and surcharges.	27. BSI 的费用不包括增值税或其他税费及附加费。
28. BSI may charge interest on overdue amounts at the rate of 2.5% a year above BSI's bankers' base rate accruing on a daily basis compounded quarterly.	28. BSI 可以对逾期金额收取利息，按照高出 BSI 银行基准利率 2.5% 的年利率收取，按日计息，按季计算复利。
29. BSI may increase its fees annually by no greater than an amount equal to 10% of the fees charged in the year of increase. BSI may increase its fees by a greater amount, but only once it has given Client prior written notice. On receipt of such notice, Client may terminate the Contract by notifying BSI of its intention to do so on 30 days' written notice. If Client provides no notice, Client is deemed to accept the higher increase.	29. BSI 可以每年以小于年应付总费用 10% 的幅度提高其费用。BSI 可以超过该幅度提高其费用，但应提前书面通知客户。在收到该等通知后，客户可以提前 30 天书面通知 BSI 终止合同。若客户未提供该书面通知，将视为接受 BSI 提高费用。
30. For testing or healthcare review services, if BSI becomes aware that the time for completing such services will exceed that in the Contract, BSI will stop all tests and inform Client of the associated increase in fees. Client may terminate the services if it does not wish to proceed by providing written notice to BSI and will remain liable for the full test fee for the testing already commenced.	30. 对于测试或医疗保健审查服务，若 BSI 知悉完成此类服务的时间将超过本合同所规定的时间，BSI 将停止所有测试并通知客户将相应增加的费用。若客户无意向继续该服务，可书面告知 BSI 终止服务，但仍需承担已开始测试的全部测试费用。
31. On termination of the Contract for any reason (except due to breach of Contract by BSI), all fees outstanding are due and payable immediately; and for testing services, all fees are due and payable if the test items have been received by BSI prior to date of termination.	31. 本合同因任何原因终止之时（除由于 BSI 违反合同外），所有应付未付费用应立即支付；对于测试服务，若在合同终止之日前 BSI 已收到测试物品，所有费用均为到期且应支付。
32. Nothing in this Contract shall limit or exclude BSI's liability to Client for death or personal injury caused by BSI's negligence or fraud or fraudulent misrepresentation.	32. 本合同项下所有规定均不得限制或排除 BSI 因其疏忽导致死亡或人身伤害而应对客户承担的责任，亦不得限制或排除 BSI 因其欺诈或欺诈性虚假陈述而应对客户承担的责任。
33. Subject to clause 32, BSI will not be liable to Client for any loss of profit, loss or damage to goodwill, or any indirect or consequential loss arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, nor, if testing services are being provided, for damage to any item submitted for testing.	33. 受限于条款 32 的规定，BSI 将不因任何由本合同引起的或与本合同相关的利润损失、商誉损失或损害或者任何间接损失向客户承担责任，无论是合同争议、侵权行为（包括过失）、法定义务的违反或者其他事由，以及，若涉及测试服务的提供，BSI 亦不对任何客户提交的用于测试物品的损坏承担任何责任。
34. Subject to clause 32, the total liability of BSI to Client whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract will not exceed an amount equal to the annual fees payable by Client under the Contract. This limitation of BSI's liability will survive termination of the Contract.	34. 受限于条款 32 的规定，BSI 对客户承担的全部责任，无论是由本合同引起的或与本合同相关的任何合同争议、侵权行为（包括过失）、法定义务的违反或者其他事由，不得超过与本合同项下客户每年应支付费用相等的金额。该等对 BSI 责任的限制在本合同终止之后仍然有效。
35. Either party may terminate the Contract at any time by giving the other party not less than 6 calendar months' written notice of its intention to do so.	35. 任一方均可随时终止本合同，但应于至少 6 个日历月前书面通知另一方。
36. Without prejudice to any rights that have accrued under the Contract, BSI may terminate the Contract with immediate effect by notice:	36. 在不影响根据本合同已产生的任何权利的前提下，在以下情形下，BSI 可通过通知终止合同并立即生效：
a. if Client breaches any material obligation and such breach remains unremedied after 30 days from the date of notification of such breach by BSI; or	a. 如果客户违反任何重大义务并且自 BSI 对该违约行为发出通知之日起 30 天内仍未就该等违约行为采取补救措施；或者
b. if a material breach is incapable of remedy; or	b. 如果重大违约无法补救；或者

c. if Client challenges the validity or ownership of any BSI intellectual property rights; or	c. 如果客户质疑任何 BSI 的知识产权的有效性或所有权；或者
d. should BSI have reasonable grounds for believing that Client does not comply with the requirements of any law, standard or scheme applicable to its services; or	d. BSI 有合理理由认为客户未遵守适用于其服务的任何法律、标准及方案的要求；或者
e. if, in the reasonable opinion of BSI, Client acts in such a manner that may bring BSI into disrepute.	e. 如果 BSI 合理认为客户以可能影响 BSI 声誉的方式行事。
37. Without prejudice to any rights that have accrued under the Contract, either party may terminate the Contract immediately if the other party is unable to pay its debts as they fall due, or has appointed a receiver, administrator or manager over its assets, or goes into liquidation (except for the purpose of solvent reconstruction or amalgamation), or enters into a voluntary arrangement with its creditors, or ceases or threatens to cease its business.	37. 在不影响根据本合同已产生的任何权利的前提下，如果一方无法偿还到期债务，或已为其资产指定接收人、管理人或经理人，或进入清算程序（出于重组或合并目的除外），或与其债权人签订自愿偿债安排，或终止或威胁终止其业务，另一方可立即终止本合同。
38. For Conformité Européenne (CE Marking) services:	38. 对于 Conformité Européenne (CE 标志) 服务：
a. Client agrees to indemnify and hold harmless BSI and its group companies against any costs or losses that BSI or its group company may suffer or incur through, arising out of or in connection with, any claims, demands, suits, proceedings, actions, losses, judgments, damages, costs (including all reasonable legal fees), expenses, fines or penalties or actions made against BSI or its group company by any third party in relation to: (i) Client's failure to comply with any regulation or law specifically governing CE Marking; (ii) Client's use or display of the CE Marking in relation to the relevant product; (iii) any change made to the product tested, which has not been re-tested by BSI; (iv) the product not being or alleged not to be fit for purpose, whether such allegations are subsequently supported in fact or not. This indemnity shall remain binding after the termination of the Contract.	a. 客户同意赔偿并使 BSI 及其附属公司免于承担因下列因素引发或与之相关的任何费用和损失，包括索赔、请求、诉讼、法庭程序、起诉、损失、判决、损害、费用（包括所有合理的法律费用）、开销、罚款或处罚，或者任何第三方基于以下事项对 BSI 及其附属公司采取措施：(i) 客户未遵守任何规范 CE 标志的特定法规或法律；(ii) 客户使用或展示与相关产品有关的 CE 标志；(iii) 对所测试的产品进行任何变更，但该变更未经 BSI 重新测试；(iv) 产品不符合或者被指称不符合目的，无论该等指称事后是否被证实。此免责条款在本合同终止后仍然具有约束力。
b. On termination of a relevant Certificate for any reason which has not been replaced, Client will immediately cease the use and display of the CE Marking on the relevant product, whether sold or not.	b. 若相关证书因任何原因终止且尚未更换，客户应立即停止在其相关产品上使用和展示 CE 标志，无论产品是否售出。
39. A party will not be in breach of the Contract if it is not reasonably possible to perform an obligation due to circumstances beyond that party's reasonable control. If the period of non-performance continues for sixteen weeks, the party unaffected may terminate the Contract by giving 14 days' advance written notice to the other party.	39. 由于超出一方合理控制的情况导致其无法合理履行义务，该方将不构成违反本合同。如果无法履约时间持续 16 周，未受影响的一方可提前 14 天向另一方发出书面通知以终止本合同。
40. Nothing in this Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other.	40. 本合同无任何内容旨在或将促成双方建立合伙关系，或者授权一方作为另一方的代理。
41. The Contract is personal to Client. Client may not assign, transfer or deal in any manner with its rights and obligations under the Contract. BSI may assign its rights under the Contract to a BSI group company.	41. 本合同为客户专有。客户不得以任何方式将其于本合同项下的权利与义务部分让予、转让或进行交易。BSI 可将其于本合同项下的权利转让予 BSI 集团下属公司。
42. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, warranties,	42. 本合同构成双方之间的完整协议，并将替代和取消与本合同约定事项相关的所有此前的草案、合同、保证、安排和协议（无论书面或口头形式）。各方确

arrangements and understandings, whether written or oral, relating to its subject matter. Each party acknowledges that, in entering the Contract, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding that is not set out in the Contract.	认，订立本合同时，未依赖任何本合同中未规定的声明、陈述、保证或协议并且没有与之相应的救济。
43. If there is an inconsistency between any of the provisions of the Contract and any master services agreement, purchase proposal, Client's standard conditions of purchase or any other document stated to be relating to BSI's services or the Contract, the provisions of the Contract shall prevail.	43. 如果本合同任何条款与任何总服务协议、采购方案、客户的标准采购条件，或者与 BSI 服务或本合同相关的任何其他文件存在不一致，以本合同条款为准。
44. A person who is not a party to the Contract shall not have any rights under or in connection with it.	44. 非本合同一方的人士不享受任何本合同项下或与本合同相关的权利。
45. BSI may amend this Contract from time to time and will notify you in writing of all such amendments.	45. BSI 可以不时对本合同的条款进行修改并且将书面通知对方该等修改。
46. A failure to or delay in enforcing a right or remedy under this Contract does not constitute a waiver of that right or remedy.	46. 未能或延迟行使本合同项下的某项权利或救济并不构成放弃该权利或救济。
47. If this Contract has been translated into a language other than English, the English version will prevail to the extent of any inconsistency with the translation.	47. 若本合同被翻译为英文以外的其他语言，如果翻译版本存在不一致，以英文版本为准。
48. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the remainder of the Contract shall not be affected.	48. 如果任何法庭或主管部门认为本合同的任何条款（或者条款的任何部分）无效、违法或不可执行，在必要范围内，该条款或者条款的部分内容应视为已删除，本合同其他部分的有效性和可执行性将不受影响。
49. Any notices to a party in connection with the Contract must be in writing and sent by email or delivered to the party's address set out in the Contract.	49. 向一方发出的与本合同相关的任何通知必须采用书面形式，并通过电子邮件发送或者按本合同列明的联系地址递送至另一方。
50. The Contract shall be governed by and construed in accordance with the laws of the PRC.	50. 本合同受中华人民共和国法律管辖并根据中华人民共和国法律解释。
51. Any dispute, controversy or claim arising from or in connection with the Contract, or the breach, termination or invalidity thereof, shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The seat of the arbitration shall be Beijing. The arbitration shall be conducted in accordance with the CIETAC Arbitration Rules in effect at the date of the Request for Arbitration. The arbitral award shall be final and binding upon the Parties.	51. 任何因本合同引起的或与本合同有关的纠纷，争议及索赔，或本合同的违约，终止或无效，均应提交中国国际经济贸易仲裁委员会（CIETAC）仲裁。仲裁地为北京。仲裁应按照仲裁申请之日有效的 CIETAC 仲裁规则进行。仲裁裁决是终局裁决，对双方均具有约束力。