

编号：C-RD0901.04(00)

No. : C-RD0901.04(00)

认证中心

C-RD0901.04(00)

# GC 标志认证合同

## GC-mark Certificate Contract

申请企业：\_\_\_\_\_（甲方）

Applicant: \_\_\_\_\_(Party A)

认证机构： 中家院（北京）检测认证有限公司（乙方）

Certification body: CHEARI (Beijing) Certification & Testing Co., Ltd.

(Party B)

鉴于甲方就 产品（产品名称、型号、检验项目及要  
求等信息详见认证申请书或检验委托单等附件材料）向乙方申请产品认证，现依据乙方发布的相关产品认证实施规则和公开文件的规定及相关中国法律规定，经甲乙双方协商一致，签订本合同。Party A applies to Party B for product certification with respect to the product (refer to certification application, inspection entrustment form or other annexes for details such as product name, model, testing items and requirements). Therefore, after consultation, both parties sign this contract in accordance with the relevant product certification implementation rules and public documents issued by Party B as well as relevant laws and regulations of the People's Republic of China.

#### 一、甲乙双方的权利和义务 I. Rights and obligations of both parties

##### （一）甲方：(I) Party A:

1. 甲方自愿向乙方提出认证申请，甲方明确知悉委托乙方开展的认证活动及认证结果可能影响产品的正常研发、营销宣传等事宜，亦或可能面临的广告侵权、行政处罚等事项，在此基础之上甲方完全同意独立承担由此产生的风险及相关负面影响或其他损失，前述风险均与乙方无关。甲方确认已仔细阅读相关公开文件并按乙方要求提供认证申请书及有关附件材料。甲方确认已完全知悉并认可乙方之前已提供的关于认证基本规范、认证规则、收费标准等相关材料，且同意并将遵照认证申请书或检验委托单等材料内容执行。Party A willingly applies to Party B for certification. Party A is clearly aware that the

certification entrusted to Party B and certification results may affect the normal R & D, marketing and publicity of products, or may result in advertising infringement, administrative punishment, etc. Moreover, Party A fully agrees to bear the risks, adverse effects or other losses resulted from that on its own, and Party B is exempt from the above obligations. Party A acknowledges that it has carefully read relevant public documents and provided the certification application and relevant annexes required by Party B. Party A further acknowledges that it has fully understood and agreed the information provided by Party B, such as basic certification requirements, certification rules and charge rate, and hereby agrees to act in accordance with the certification application or inspection entrustment form.

2. 甲方在接到乙方认证受理通知后应及时交纳认证费用，提供评价所需要的信息，并确保所提供信息真实、完整、准确，否则由此造成认证结论被认定为虚假、严重失实、认证暂停或认证结果注销、撤销等情形的，由甲方承担全部责任；造成乙方或第三方损失的，由甲方承担全部责任。甲方确认已完全知悉并认可乙方提供的产品认证范围或目录，并确保所申请的认证产品符合相关法律法规对于产品认证的相关标准。After receiving the notice of acceptance from Party B, Party A shall timely pay the certification fee, provide the information required for the assessment, and provide true, complete and accurate information. Otherwise, in case it may result in false or seriously untrue certification

conclusion, suspension of certification, or cancellation or revocation of certification results, Party A shall take all responsibilities on its own for that and all loss caused to Party B or the third party if any. Party A acknowledges that it has fully understood and agreed the scope or directory of product certification provided by Party B, and ensures that the products to be certified meet the relevant standards for product certification in relevant laws and regulations.

3. 甲方获得认证证书后，应按照相关法律法规正确使用认证证书和认证标志，如未按规定使用的，乙方有权在确认相关情况后及时以书面形式通知甲方进行纠正，甲方在指定期限内未能纠正的，乙方有权依据相关规定暂停甲方相应的认证证书；暂停期限届满仍不符合要求的，乙方有权撤销甲方相应的认证证书，由此产生的费用或相关损失由甲方承担。甲方应保证获取认证证书前，从未擅自出厂、销售、进口或者在其他经营活动中使用本次申请认证的产品，否则由此给乙方造成的负面影响及损失，由甲方承担全部责任。After obtaining the certificate, Party A shall properly use it and certification mark in accordance with relevant laws and regulations. Otherwise, Party B has the right to timely notify Party A to rectify the non-conformance in writing after confirming it. If Party A fails to rectify within the specified period, Party B has the right to suspend the certificate in accordance with relevant regulations. If Party A still fails to rectify within the suspension period, Party B has the right to revoke the certificate, and Party A shall

bear the resulting expenses or losses. Party A shall ensure that before obtaining the certificate, it shall not deliver, sell, import or use the products to be certified in other business activities without authorization. If failing to do so, Party A shall be fully responsible for the adverse effects and losses caused to Party B.

4.在认证证书有效期内，甲方应保证质量体系和产品持续符合相关法律法规及乙方的认证要求，甲方有权在认证产品及宣传资料上使用乙方颁发的认证证书和相应的认证标志,但甲方在使用证书和标志或进行有关认证宣传时，应严格依照与认证相关的检验委托单、认证申请书及认证证书中的相关内容正确表述认证项目、范围、目的，不得进行不实或虚假宣传，欺骗和误导消费者，不得采取模糊或暗示等误导的方式歪曲、夸大认证范围、认证产品性能、认证用途等内容。GC 认证标志只能使用在认证证书所界定的工厂生产的认证范围内的产品上，甲方不得私自转让使用，否则引起的一切不利后果均由甲方自担。致乙方利益、声誉等受损的，乙方保留追究甲方法律责任的权利。 Within the validity period of the certificate, Party A shall keep the quality system and products comply with relevant laws and regulations and the certification requirements of Party B. Party A shall properly state the certification items, scope and purpose in strict accordance with the inspection entrustment form, certification application form and certificate while using the certificate and certification marks issued by Party B on the certified products and promotional material. Party A shall not deceive

or mislead consumers by false propaganda, or distort or exaggerate the certification scope, performance of certified products or certification purpose by ambiguous statement or implication. The GC-mark can only be used on the products within the certification scope and manufactured by the factory as defined in the certificate, and Party A shall not transfer it without permission. If failing to do so, Party A shall take all adverse consequences. In case of any damage to the interests and reputation of Party B, Party B reserves the right to hold Party A accountable for that.

5.如认证证书有效期届满或被撤销、注销或认证证书暂停期间，甲方不得继续出厂、销售、进口或者在其他经营活动中使用该产品，否则甲方自行承担相应法律后果，给乙方造成损失的，乙方保留追究甲方法律责任的权利。If the certificate expires or is revoked, cancelled or suspended, Party A shall not continue to deliver, sell, import or use such products in other business activities. If failing to do so, Party A shall take the corresponding legal consequences on its own. In case of any loss caused to Party B, Party B reserves the right to hold Party A accountable for that.

6.当甲方认证产品或质量体系发生重大变化、顾客有重大投诉、组织机构、生产地址、联系方式发生变化时，甲方应及时以书面形式通报乙方，并及时自行采取暂停使用认证证书、认证标志等相关措施，防止损失扩大。同时，如有需要，乙方有权采取不事先通知的方式，对甲方实施例外的飞行检查，并根据具体情况采取暂停或撤销认证证

书及产品认证标志等措施，并将视情况增加监督次数，费用由甲方承担。若因甲方违反约定造成第三方损失的，甲方承担全部责任，给乙方造成损失的，乙方保留追究甲方法律责任的权利。In case of major changes in Party A's certified products or quality system, major complaints from customers, or changes in organization, address of producer or contact information, Party A shall timely notify Party B in writing, and take actions such as suspending the use of certificate and certification mark to prevent further loss. If necessary, Party B has the right to carry out exceptional Unannounced Inspection on Party A without prior notice, take actions such as suspending or revoking the certificate and certification mark as required, and carry out more frequent supervision. All the relevant expenses shall be borne by Party A. If Party A violates the agreement and causes losses to the third party, Party A shall take all responsibilities. If losses are caused to Party B, Party B reserves the right to hold Party A accountable for that.

7. 当进行暂停、注销或撤销时，乙方将以书面方式通知甲方，要求甲方暂停或停止使用认证证书及认证标志。在暂停期间或注销、撤销证书后，甲方应立即停止在宣传中使用认证证书或在产品上使用认证标志，否则由此造成消费者投诉、举报或行政处罚、民事赔偿等法律后果最终由甲方承担。In case of suspension, cancellation or revocation, Party B will notify Party A in writing and require Party A to suspend or stop using the certificate and certification mark. During the

suspension period or after the cancellation or revocation of the certificate, Party A shall immediately stop using the certificate in propaganda or the certification mark on the products. In failing to do so, Party A shall take all the legal consequences such as complaints from consumers, reports, administrative penalties and civil compensation.

8. 甲方在使用产品认证证书或标志时，不得损害乙方声誉，不得作可能误导第三方或未经乙方授权的认证声明，不得伪造、冒用、买卖认证标志或认证证书，不得违反法律规定的条件或要求从事生产经营活动或生产、销售不符合认证条件的产品；在认证暂停、撤销或终止时应停止与此有关的产品认证内容的所有广告宣传，并按认证方案要求或乙方规定采取措施，否则由此引起的赔偿责任及损失全部由甲方承担。甲方应当建立认证标志使用管理制度，并对认证标志的使用情况如实记录和存档，并按照认证规则的规定在其产品及包装、广告、产品介绍等宣传材料中正确使用和标注认证标志。While using the product certificate or mark, Party A shall not damage the reputation of Party B, make statements related to certification that may mislead the third party or not authorized by Party B, forge, falsely use or buy or sell the mark or certificate, and shall not engage in production and business activities in violation of the law or produce and sell products that fail to conform to the certification conditions. In case of suspension, cancellation or revocation of certification, Party A shall stop all propaganda related to the certification, and take actions as required by the

certification program or Party B. If failing to do so, Party A shall bear all the liabilities for damage and losses arising therefrom. Party A shall formulate a management system for the use of certification marks, truthfully record and archive the use, and properly use and label the certification marks in its products, packaging, advertisement, product introduction and other propaganda materials in accordance with the certification rules.

9. 甲方有权就认证过程中产生的争议向 GSO 提出申诉。Party A has the right to appeal to GSO for disputes arising from the certification process.

10. 甲方申请认证前，认证申请书或与认证相关的检验委托单中允许甲方自行确定法律法规允许的产品名称，但申请书、技术文件及获证证书上应包括标准对应的专业术语名称、型号等信息，并应与申请书或检验委托单保持一致，否则乙方有权拒绝甲方的认证申请；甲乙双方一致同意，如甲方已付费用，乙方可不退还。Before Party A applies for certification, it is allowed to determine the product name allowed by laws and regulations in the certification application or inspection entrustment form, but the application form, technical documents and certificate shall include the professional name, model and other information specified by the standard, which shall be consistent with the application or inspection entrustment form. Otherwise, Party B

has the right to reject Party A's application, and both parties agree that Party B may not refund the fee paid by Party A.

(二) 乙方: (II) Party B:

1.乙方有权按认证规则、程序及相关法律法规的要求,对甲方的认证申请范围、场所、资质等实施。乙方对甲方资质进行核实的对象包括: Party B has the right to verify the scope of certification applied, and the place and qualification of Party A according to the certification rules, procedures and relevant laws and regulations in terms of the following aspects:

- (1) 具备相关法定资质或资格; With relevant legal qualifications;
- (2) 委托认证的产品符合相关法律法规的要求; The products entrusted for certification conform to relevant laws and regulations;
- (3) 甲方未列入国家信用信息严重失信主体相关名录; Party A is not included in the national list of subjects with worse credit;
- (4) 法律法规规定的其他应当核实的事项。 Other matters that should be verified as stipulated by laws and regulations.

对于上述情况,甲方同意乙方有权在认证及事后监督过程中进行检查或核实,如甲方不符合上述条件,乙方有权终止认证流程或撤销已作出的认证证书或认证标志,且不退还甲方已付费用;造成乙方损失或产生其他费用的,乙方有权要求甲方进行赔偿。 In terms of the above matters, Party A acknowledges that Party B has the right to inspect or verify during the certification and post supervision. If Party A fails to

meet the above requirements, Party B has the right to terminate the certification or revoke the certificate or certification mark issued, and refuse to refund the fees paid by Party A. Moreover, Party B has the right to claim for compensation from Party A in case of any loss or expense caused to Party B.

2. 当甲方的申请符合获准认证的条件且甲方已支付申请认证的费用及其他赔偿时，对于认证结论符合认证要求的，乙方应及时向甲方颁发认证证书。When Party A's application meets the requirements of approval for certification and Party A has paid the fees and other compensation for it, Party B shall issue the certificate to Party A in time if the conclusion meets the certification requirements,.

3. 适用时，甲方应根据乙方飞行检查安排，接受配合飞行检查。如拒绝接受飞行检查的，乙方有权依照相关规定对甲方持有的证书做出暂停、注销或撤销处理。Party A shall accept and cooperate in the unannounced inspection arranged by Party B if applicable. If Party A refuses, Party B has the right to suspend, cancel or revoke the certificate held by Party A in accordance with relevant regulations.

4. 甲方获准认证后，乙方应以适当方式向社会公布，并将有关认证信息及时传递给甲方。同时，乙方有权要求甲方正确使用认证证书和认证标志，如甲方违反相关规定使用的，乙方有权采取相应的纠正措施。After Party A is approved for certification, Party B shall announce it to the public in an appropriate way and timely communicate

the relevant certification information to Party A. Meanwhile, Party B has the right to require Party A to properly use the certificate and certification mark. If Party A uses it in violation of relevant regulations, Party B has the right to take remedial actions.

5. 乙方仅对该认证或本合同项下认证证书之认证结果涵盖的内容负责，不属于该认证或本合同项下认证证书认证结果的内容，乙方不予确认。对于申请认证的获证产品，甲方应确保该产品及其销售包装上标注认证证书所含内容与认证证书内容一致，且应符合 GC 产品标识标注的管理规定，否则造成乙方损失的，甲方应予以赔偿。Party B is only responsible for this certification or the certification results of the certificate under the contract. Otherwise, Party B will not be responsible. For the certified products, Party A shall ensure that the information of the certificate marked on the products and sales packages are consistent with those in the certificate, and comply with the management regulations of GC product identification. If failing to do so, Party A shall compensate Party B for any resulting loss.

6. 乙方应对认证过程作出完整记录，保留相应的认证资料，在认证证书有效期内，乙方可要求甲方保留相关的认证资料原件，甲方应予以配合。Party B shall keep a full record of the certification process and keep the certification data. Within the validity period of the certificate, Party B may require Party A to keep the original certification data, and Party A shall cooperate.

7. 乙方对认证结果负主体责任。Party B shall take primary responsibilities for the certification results.

## 二、认证费用 II. Certification fee

甲方应按乙方要求的时间、方式向乙方交纳认证费用。具体参见《GC 标志认证收费标准作业指导书》。Party A shall pay the certification fee as required by Party B. For details, please refer to Operation Instruction for Charging Standard of GC-mark Certificate.

## 三、技术情报和资料的保密 III. Confidentiality of technical information and data

1. 甲乙双方应按有关保密要求（包括但不限于《公正性与保密声明》、《检验委托单》等材料中的保密条款）承担保密责任。Both parties shall keep confidential according to relevant regulations, including but not limited to the confidentiality provisions in Declaration of Impartiality and Confidentiality, Inspection Entrustment Form and other documents.

2. 现场检查期间，未经双方同意，第三方不得介入现场观摩，法律或法规规定的除外。During the on-site inspection, the third party shall not be present without the consent of both parties, except as stipulated by laws or regulations.

## 四、违约责任 IV. Liability for breach

1. 甲方在认证过程中不能及时缴纳各种费用，乙方将根据有关规定给予处理，包括暂停、注销和撤销认证资格，由此对甲方造成的损

失乙方不承担责任。If Party A fails to pay the fees in time during the certification process, Party B shall handle it according to relevant regulations, including suspension, cancellation and revocation of certification qualification. Party B shall not be responsible for the losses caused to Party A.

2.甲方提出终止合同时，应立即足额支付乙方已发生的有关认证费用及其他应付未付费用（如有）。If Party A proposes to terminate the contract, it shall immediately pay all the certification fees and other outstanding expenses (if any) incurred by Party B.

3.甲方应按时向乙方支付认证费用，否则每逾期一日按未付金额万分之五计算违约金。Party A shall pay the certification fee to Party B on time. Otherwise, the liquidated damages shall be claimed with 0.05% of the unpaid amount for every day delay.

## 五、争议的解决办法 V. Dispute resolution

在合同履行过程中发生争议，甲乙双方应当协商解决，也可以请国家市场监督管理总局调解。In case of any dispute arising while performing the contract, Party A and Party B shall settle it by negotiation, or submit it to the State Administration for Market Regulation for mediation.

甲乙双方不愿协商、调解或者自争议发生之日起30个自然日内仍然协商、调解不成的，任何一方均可以将争议提请北京仲裁委员会进行仲裁解决。仲裁费、律师费等因争议而引发的一切费用均由败诉

方承担。If Party A and Party B disagree to negotiate or mediate, or fail to settle the dispute by negotiation or mediation within 30 calendar days after the dispute arises, either party may submit the dispute to Beijing Arbitration Commission for arbitration. All expenses arising from disputes such as arbitration and attorney fees shall be borne by the losing party.

六、本合同未尽事宜，甲乙双方共同协商解决，也可另行签署补充协议，补充协议与本合同约定不一致的，以补充协议的约定为准。VI. All matters not provided in this contract shall be settled by both parties through negotiation, or a supplementary agreement may be signed. In case of any inconsistency between the supplementary agreement and this contract, the supplementary agreement shall prevail.

七、本合同一式三份，甲方持一份，乙方持二份，自双方法定代表人或授权代表签字、公司盖章后生效。VII. This contract is made in triplicate, one for Party A and two for Party B. It shall come into force after being signed by the legal or authorized representatives of both parties and sealed.

八、如甲方持续满足认证要求，则此合同长期有效。VIII. If Party A continues to meet the certification requirements, this contract shall be valid for a long term.

(以下无正文)

(End of the main body)

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(本页无正文，为《GC 标志认证合同》(中文版)之签章页)

**(Page for signature and seal for GC-mark Certificate Contract, and there is no main body)**

甲方：\_\_\_\_\_

乙方：\_\_\_\_\_

Party A: \_\_\_\_\_

Party B: \_\_\_\_\_

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

日期：\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

Date:

Date:

地址：\_\_\_\_\_

地址：\_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

法定代表人/授权代表：\_\_\_\_\_

法定代表人/授权代表：\_\_\_\_\_

Legal/Authorized representative: \_\_\_\_\_ Legal/Authorized representative: \_\_\_\_\_

联系人：\_\_\_\_\_

联系人：\_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

邮编：\_\_\_\_\_

邮编\_\_\_\_\_

Zip code: \_\_\_\_\_

Zip code: \_\_\_\_\_

电话：\_\_\_\_\_

电话：\_\_\_\_\_

Tel.: \_\_\_\_\_

Tel.: \_\_\_\_\_

传真：\_\_\_\_\_

传真：\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_