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Testing and Certification Regulations

测试及认证准测



Pioneer Testing Technology (Hangzhou) Co., Ltd.

帕恩检测技术（杭州）有限公司

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Establishment and History of Changes 文件生效及修改记录

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1. 概述General

1.1 本《测试及认证准则》适用于帕恩依据指令或依据其它约定进行的测试、审核和符合性评定程序，以及帕恩开展的所有其它认证活动。帕恩提供的服务也包括提供关于标准要求或审批程序的信息。客户应知道，为确保独立性、公正性和客观性，认证机构不得将构成合同标的的测试和认证服务与对该测试和/或认证主体的咨询服务组合在一起提供组合服务。客户应承诺将其获得的由帕恩提供的任何咨询服务及时告知于认证机构，不得延迟。依据1.9条款的规定，任何因为咨询服务带来的、影响认证机构的独立性、公正性和客观性的危害都将赋予帕恩在未预先通知的情况下终止合同的权利。

1.1 These Testing and Certification Regulations apply to tests, audits, conformity assessment procedures as per Directives, or on basis of other appointments as well as all other certification activities carried out by Pioneer. The services offered by Pioneer also include information on normative requirements or approval procedures. The client knows that to ensure independence, impartiality and objectivity, the certification body cannot combine the testing and certification services that form the subject matter of the contract with consulting services regarding the subject matter of testing and/or certification. The client undertakes to inform the certification body without delay of any consulting services by Pioneer. Any jeopardizing of the certification body's independence, impartiality and objectivity on the grounds of consulting services will entitle Pioneer to terminate this contract without notice for important reasons as set forth in Section 1.9.

1.2 持证公司在获得首个证书后便自动成为了帕恩认证系统的一个合作伙伴，只要至少持有一张有效证书，它就一直是帕恩的合作伙伴。只有在客户满足所有与测试/审核和产品认证相关的财务和技术要求之后，证书才开始生效。如果在满足这些要求后获得了证书，持证公司应承诺在整个规定的期限内满足这些要求。如果持证公司在规定的期限内未能满足要求，则在上述期限逾期后，证书将被视为已撤销，而且持证公司必须立即将证书退回给签发证书的帕恩。

1.2 On issue of the first certificate, the certificate holder automatically becomes a Pioneer certification-system partner and remains partner as long as at least one certificate is valid. A certificate only becomes valid after all financial and technical requirements in connection with the test/audit and product certification have been fulfilled. If a certificate is awarded subject to certain requirements, the certificate holder undertakes to satisfy these requirements within the defined deadlines. If the requirements are not fulfilled within the defined deadlines, the certificate will be deemed withdrawn on expiry of said deadlines and will have to be returned by the certificate holder to the issuing Pioneer without delay.

1.3 如果有其它机构已经完成或正在对同一种产品以类似的方法进行测试/审核/认证，客户在下订单之前应将该机构的名称告知帕恩。在提交每个订单时，客户须同意接受当前版本的《测试及认证准则》作为合同内容的一部分。现有的合同关系受相应有效版本的《测试及认证准则》约束。《测试及认证准则》的现行有效版本在相关认证机构所属的帕恩可以获取，或者经客户要求免费提供。

1.3 Prior to placing an order, the client shall provide Pioneer with the name of any other organization that tested/audited/certified the same product or system in a similar way or is in the process of doing so. With each order the client agrees to accept the current version of these Testing and Certification Regulations as part of the contract. Existing contractual relationships are governed by the respectively valid versions of these Testing and Certification Regulations. The currently valid versions of these Testing and Certification Regulations are available at the Pioneer of the relevant Certification Body or will be provided free of charge on request.

1.4 帕恩的认证机构会对测试员/审核员提交的文件进行评估。认证机构将决定是否授予证书，并处理与认证相关的分歧/申诉。已针对每个认证流程制定投诉管理程序。申诉和投诉应直接向帕恩的认证机构提出。认证机构负责维护管理申诉和投诉的程序，并将这些程序的概述向社会公开。认证机构会在适当的时间内将帕恩接收到的、与相关客户获认证的产品的投诉转交给该获证客户。

1.4 The Certification Body of the relevant Pioneer evaluates the documents submitted by the

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testers/auditors.It decides whether a certificate is to be issued and handles disagreements /appeals concerning certification.Complaints management procedures have been established for each certification process. Appeals and complaints shall be addressed directly to the Certification Bodies of Pioneer.The Certification Bodies maintain documented appeals and complaints management procedures.A description of these procedures is made available to the public. The Certification Body will forward to the certified clients in question any complaints about certified products received by Pioneer within an appropriate period of time.

1.5 以指令、标准或其它准则为依据的证书、符合性证明和测试证书总是与相关的指令、标准或其它准则在证书证明签发日期仍然有效的版本相关联。仅当产品在签发证书时已经满足所有相关的法规要求、适用标准和其它认证相关的准则的情况下，认证机构才会出具证书或其它证明。在这个方面，与客户提交订单和/或订立合同的日期不相关。授予的证书不对获认证产品的适用性作出任何声明。持证公司必须始终将证书与相关的证书附件结合使用。证书(及任何证书的副本)不得转让，而且所有权归帕恩。以指令为依据的证明无授予持证公司使用帕恩认证标志的权利。所有标志在需要证明时，由相关指令中确定的人员单独负责。

1.5 Certificates, certificates of conformity, test certificates based on Directives, standards or other criteria always relate to the version of the relevant directives, standards or other criteria valid on the date of issue of the certificate. The Certification Body only issues a certificate or other attestation if the product at the time of certificate issue fulfills all certification-relevant legal requirements, applicable standards, and other certification-relevant criteria.The date on which the order is placed and/or the contract concluded is irrelevant in this regard. A granted certificate makes no statement concerning the marketability of a certified product.The certificate holder must at all times reference the pertinent annexes of the certificate.The certificate(and any duplicate certificates) is not transferable and shall remain the property of Pioneer. Certificates only relating to Directives do not entitle the holder to use a Pioneer certification mark.Any marking that may prove necessary falls solely under the responsibility of the persons indicated in the relevant directive.

1.6 客户应确保授权机构(如法定监管机构、认可机构或认证方案所有者)有权利参加在客户/制造商的经营场所和/或其分包商/供应商的经营场所进行的“见证审核”。

1.6 The client shall ensure that auditors/representatives of the authorized bodies (e.g.regulatory authority, accreditation body or certification scheme owner) are entitled to participate in “observed audits” on the business premises of the client/manufacturer and/or their subcontractor/supplier.

1.7 如果帕恩人员开展的现场活动(例如审核、检验)要求配备个人防护设备，帕恩和客户应在现场访问之前就这些设备的配备达成一致意见。

1.7 Where on-site activities(e.g.audits, inspections) conducted by Pioneer personnel require personal protective equipment, Pioneer and the client shall agree upon supply of such equipment in advance of any visit.

1.8 如果除了电子或其它文本方式的测试/审核报告外，还需要准备纸质版测试/审核结果并传送给客户，在有冲突的情况下，则以纸质版测试/审核报告为准，并具有法律约束力。

1.8 If, in addition to an electronic or other copy, a hardcopy of the test/audit report is prepared and transmitted to the client, the hardcopy will prevail and be legally binding in case of conflict.

1.9 每个证书都以一个有效的认证合同/订单的存在为条件。如果单项合同规程、相应的指南/规则/程序文件、及认证机构或其他授权机构(如法定监管机构、认可机构或认证方案所有者)的指南/规程未规定其它的通知期，认证系统中的认证合同/订单/会员资格可能会整体或部分终止：

1.9 Each certificate is subject to the existence of a valid certification contract/order.The certification contract/order/membership in the certification system may be terminated in whole

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or in part, if the individual contractual regulation, the respective guidelines/rules/ procedures, or the guidelines /regulations of the Certification Bodies or other authorized bodies (e.g. authorities, accreditation bodies or certification scheme owner) do not define other periods of notice:

1.9.1 无缘由终止

1.9.1 By termination without cause

1.9.1.1 产品认证持证公司在证书有效期内的每个日历年度结束前两(2)个月发出通知, 或由帕恩在证书有效期内的每个日历年度结束前一(1)年发出通知。

1.9.1.1 for product certifications: with two(2) months notice to the end of the respective calendar year by the certificate holder or with one(1) year notice to the end of the respective calendar year by Pioneer.

1.9.2 在事先通知或未事先通知的情况下, 因提出终止一方选择权的原因而发生的终止。特别是(但不限于): 在依据下文中2.1至2.3段落的规定来撤销、注销或限制基于认证合同/订单而签发的证书。

1.9.2 By termination for cause at the terminating party's choice with or without notice, in particular (but not only) if the certificate issued on the basis of the certification contract/order may be withdrawn revoked or restricted according to the following regulations set forth in paragraphs 2.1-2.3.

终止证书以发出书面通知为生效。

Terminations have to be made issued in writing to be effective.

如果证书的有效性终止, 或者不论何种原因证书被撤销、注销或证书过期, 与该证书对应的认证合同/订单也自动终止, 而无需另外单独的终止。如果合同方在合同/订单自动终止之前对延续合同关系达成一致意见, 则本段落的规定不适用。

If the validity of a certificate ends or if the certificate is revoked, withdrawn or expires irrespective of the reason, the underlying certification contract/order for this certificate will also expire automatically without requiring separate termination. This does not apply if the contacting parties have agreed on continuing the contractual relationship prior to its automatic expiry.

如果持证公司剩余的最后一个证书不再有效, 则持证公司在帕恩认证体系中的会员资格将会被暂停。

In case where the holder's last remaining certificate is no longer active, the certificate holder's membership in the certification-system of Pioneer is suspended.

认证合同/订单的终止不影响任何现有对客户的索要款项(例如未缴纳的应收款项), 对获认证的产品即将进行的监督或审核/测试所产生的所有成本和费用是可以向客户索要的。

The expiry of the certification contract/order will not affect any existing claims against the client, e.g. unsettled receivables. All costs and expenses for upcoming surveillance or auditing/testing of the certified product already incurred can be claimed.

在认证合同/订单的整个期间及期满后三(3)年(过渡期)内, 《测试及认证准则》的要求仍然有效。

The requirements of these Testing and Certification Regulations will apply during the term of the certification contract/order and for three(3) years thereafter (grace period). If only part of the certification contract/order is terminated, the grace period will also apply to the terminated part.

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1.10 如果《测试及认证准则》的个别条款或条款个别部分失效或无法实施，《测试及认证准则》的其它条款将不受此影响。在这种情况下，失效和/或无法实施的条款应由其它相近的条款取代，该取代条款应在意义、原则和目的上尽可能地接近失效和/或无法实施的条款。

1.10 Should any individual provision of this Testing and Certification Regulations or any part of any provision be or become void or unenforceable, the validity of the remaining Testing and Certification Regulations hereof shall remain unaffected. In such case the void and/or unenforceable provisions shall be replaced by corresponding provisions coming as close as possible to the sense and spirit and purpose of the void and/or unenforceable provision.

1.11 持证公司应保证认证机构可以在未事先通知的情况下，在正常营业时间内，随时对证书上列出的生产和经营场所以及其代理商、进口商和分支机构开展检验工作，并保证所产生费用由持证公司承担。此外，持证公司还应保证认证机构可以免费获取为测试所需数量的获认证产品的样品，即使生产和经营场所并非属于自有资产同样适用。向生产现场代表和持证公司提供检验报告。

1.11 The certificate holder shall ensure that the Certification Body can inspect the manufacturing and business premises listed on the certificate and the relevant warehouses of their representatives, importers and branches at any time during standard business hours and without prior notice at the certificate holder's expense. Certificate holders must also ensure that the Certification Body can take the required number of samples of certified products for testing purposes free of charge, even if the manufacturing and business premises are not their own. The inspection report will be provided to both the manufacturing site representative and the certificate holder.

2. 证书的到期、撤销、注销、限制或暂停 Expiry, withdrawal, revocation, restriction or suspension of certificates

2.1 在以下情况下，证书将自动到期或被撤销

2.1 A certificate expires automatically or is deemed to be withdrawn if

2.1.1 证书显示的有效期期满，或使用证书和/或认证标志的合同依据不再适用；

2.1.1 the indicated period of validity expires or if the contractual basis for use of the certificate and/or certification mark otherwise ceases to apply;

2.1.2 对持证公司的资产已经开始进行破产程序或因持证公司缺乏资产被拒绝开始进行破产程序，而且持证公司未能在其申请破产程序起一个月内以书面形式通知相应的认证机构；

2.1.2 insolvency proceedings are opened over the certificate holder's assets or the opening of such proceedings is refused for lack of assets and the certificate holder fails to inform the responsible certification body in writing and within one month of its application for insolvency proceedings;

2.1.3 持证公司永久终止其经营活动，而又无法定继承人；

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2.1.3 the certificate holder permanently discontinues business operations without a legal successor;

2.1.4 当证书依据的要求(例如法定监管机构、认可机构或认证方案所有者、作业守则等的要求)发生变化时, 而持证公司在规定期间内不能通过帕恩进行的重新测试或重新审核以证明其产品符合有关的新要求, 重新测试或审核费用由持证公司承担;

2.1.4 the requirements(e.g.of a regulatory authority , accreditation body or certification scheme owner , codes of practice etc.) on which the certificate is based have changed and the certificate holder is unable to demonstrate within a defined time period at the certificate holder's expense that the product conforms to the new requirements through Pioneer re-testing or re-auditing;

2.1.5 主证书失效;

2.1.5 the underlying certificate becomes invalid;

2.1.6 持证公司被强制从市场上召回产品;

2.1.6 the certificate holder is obliged to withdraw the product;

2.1.7 疏忽地将错误的认证方案规则中规定的评估依据分配给产品, 例如配以错误的符合性评估所依据的相关指令规定的等级;

2.1.7 the product has been inadvertently assigned to the wrong basis of evaluation under the scheme rules , e.g.an incorrect class as per the relevant Directive on which conformity assessment is based;

2.1.8 在产品中发现缺陷或不符项; 产品未能与获认证的样品一致, 或者不再符合与获认证产品相关的先决条件;

2.1.8 defects or nonconformities are detected in the products ; products fail to conform to the certified samples or key prerequisites pertaining to the certified product are not or no longer fulfilled.

2.2 从属于相应帕恩的认证机构有权利根据其判断在事先通知或未事先通知的情况下暂停、撤销或注销证书, 特别是出现下列情况时

2.2 The Certification Body in the respective Pioneer is entitled to suspend, withdraw or revoke a certificate at its own discretion with or without notice, in particular if

2.2.1 认证标志/证书的继续使用不再合理, 也就是说, 在市场环境中已经无意义/不再有意义或者被法律禁止使用; 在这种情况下, 如果可能, 帕恩将提供一个替代的认证标志;

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2.2.1 further use of a certification mark/certificate is no longer justified , i.e. not or no longer meaningful within the market context or is prohibited by law; in such cases , Pioneer will provide an alternative certification mark, if possible;

2.2.2 持证公司参与、发起或容忍

- 带有误导性的或其它不可接受的广告活动，特别是使用认证标志、证书或测试报告的公告；
- 滥用证书、认证标志或测试报告；
- 或在销售经帕恩测试的产品时违反了法律规定。

2.2.2 the certificate holder engages in, initiates or tolerates

- misleading or otherwise unacceptable advertising, in particular with the certification mark, the certificate or the test report;
- misuse of certificates, certification marks or test reports, or
- violation of legal provisions when marketing a product tested by Pioneer.

2.2.3 尽管收到了支付款项的书面提醒，持证公司在4周内未能向帕恩支付未付款项。

2.2.3 the certificate holder fails to pay outstanding invoices within 4 weeks to Pioneer, despite receiving written reminders to that effect;

2.2.4 持证公司根据法律申请破产或相似的程序，或因缺乏资产被驳回开始这样的程序；

2.2.4 the certificate holder files for insolvency or similar proceedings under law or the opening of such proceeding is rejected for lack of assets;

2.2.5 持证公司违反《测试及认证准则》和/或合同/订单的相关部分，除非该违规在本质上是无关紧要的或该违规仅是轻微的疏忽；

2.2.5 the certificate holder violates these Testing and Certification Regulations and/or the related part of the contract/order, unless such violation is insignificant in nature or represents only minor negligence;

帕恩有权(但没有义务) 给持证公司一个宽限期让其纠正违规行为。

Pioneer is entitled but under no obligation to grant the certificate holder a period of grace to remedy the violation.

2.2.6 相关认证机构提出意见认为

- 获认证的产品不符合或不再符合所依据的认证要求或标准，或者
- 未能实现制造商的既定的用途，或者
- 令使用者、操作者或第三方处于较大的风险中，或者
- 在认证机构给予的期间内，持证公司未能使产品满足相关标准或
- 认证要求的适用版本；或者
- 持证公司违反任何与认证有关的条件/义务。

2.2.6 the relevant Certification Body forms the opinion that

- the certified product does not or no longer comply or no longer complies with the underlying certification requirements or standards, or
- fails to fulfill its purpose as defined by the manufacturer, or
- is exposing users, operators or third parties to considerable risks, or
- fails to adapt the product to the applicable version of the relevant standard or certification requirement within the period of time allowed to the certificate holder by the Certification Body; or
- the certificate holder is in violation of any certification-related conditions/obligations

2.2.7 持证公司向帕恩提供虚假陈述或隐瞒与认证标准相关的重要事实。

2.2.7 the certificate holder makes incorrect statements to Pioneer or withholds from Pioneer important facts that are relevant for certification.

2.2.8 出具证书后，持证公司无法履行最初的认证要求。

2.2.8 it becomes evident after certificate issue that the certificate holder failed to fulfill the certification requirements from the outset.

2.2.9 持证公司在《测试及认证准则》和/或合同/订单的相关部分(例如相关的货币汇率和费用)的修订生效后的6个星期内，不支持实施这些修订。

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2.2.9 the certificate holder objects to changes in these Testing and Certification Regulations and/or a relevant part of the contract/order(e.g.the relevant current rates and fees) within a 6-week period of appeal after such amendments have come into effect;

2.2.10 在规定的时间内, 无法对设施进行检验或审核, 或者无法实施产品检测, 或者不能提供产品或所需文件。同样适用于: 无论是否对此结果提出书面请求, 在4个星期时间内(除非认证机构另有规定), 无法开展后续服务项目、监督措施或审核; 或者在约定的期间内, 未能通过适当的纠正措施来消除不符合项。

2.2.10 inspection or auditing of facilities or product testing is not made possible or the products or documents are not made available within the specified time. This also applies if follow-up-services, surveillance measures or audits cannot be carried out within a timeframe of 4 weeks(unless otherwise specified by the Certification Body) despite a written request to this effect or if nonconformities are not eliminated within the agreed period through appropriate corrective actions.

2.3 除上述条款(2.1和2.2)提及的原因外, 还可能会对证书在时间和内容上进行限制或暂停。

2.3 Certificates can also, be restricted or suspended with regards to time and content for the reasons noted above (2.1 and 2.2).

2.4 从属于相应帕恩的认证机构有权公布证书到期、撤销、注销、限制和暂停的详情。在证书发生这些情况后, 禁止继续利用证书/认证标志或帕恩名称进行广告宣传或用作其它用途。证书到期、撤销、或注销后, 证书应立即返还给认证机构和/或在认证机构书面要求后立即销毁。证书使用费预付款不会返还; 尚未支付的证书使用费应全额支付。

2.4 The Certification Body of the respective Pioneer is entitled to publish details of the expiry, withdrawal, revocation, restriction and suspension of a certificate. Continued advertising or other use of the certificate/certification mark or the name of Pioneer is prohibited in all such cases. A certificate that has expired, has been withdrawn, or has been revoked shall immediately be returned to the Certification Body and/or destroyed upon the Certification Body's written request. License fees paid in advance shall not be reimbursed; those not yet paid shall be paid in full.

2.5 除故意行为或严重过失外, 帕恩将不对在证书未发放、到期、撤销、注销、限制或暂停方面对客户造成的不利情况负责。

2.5 Apart from cases of willful intention and gross negligence, Pioneer shall not be liable for any disadvantages arising for the client from non-issue, expiry, withdrawal, revocation, restriction or suspension of a certificate.

3. 证书、认证标志和测试报告在商业交易中的使用 Use of certificates , certification marks and test reports in business transactions

3.1 授予使用权

在证书有效期内, 客户有权在其各项商业交易中, 根据《测试和认证准则》使用其获得的证书。如果相应的认证准则和程序有规定认证标志的使用, 客户还获得在主证书的有效期内, 在其各项商业交易中和尤其是在广告活动中使用认证标志的有限性的、非专属的权利。在这个内容上, 客户仅可使用与各认证所赋予使用的认证标志。当主证书到期、撤销、注销、限制或暂停时, 该使用权就终止。

3.1 Granting rights of use

During their certificates' terms of validity clients are entitled to use their certificates in their business transactions as set forth in these Testing and Certification Regulations. If the respective certification criteria and procedures provides for the issue of a certification mark, clients will also be granted the limited, non-exclusive right to use the certification mark in their business transactions and in particular their advertising during the period of validity of the underlying certificate. In this context, clients may only use the certification mark assigned to the respective certification. The right of use will expire on expiry, withdrawal, revocation, restriction or suspension of the underlying certificate.

3.2 认证标志和证书的使用条款

3.2 Terms of use of certification marks and certificates

3.2.1 如果认证不是法律要求的, 则广告必须明确说明该认证是自愿性质的, 并且必须提及认证标准和认证标准所有者。

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3.2.1 In the case of certifications that are not required by law, advertising must make clear that certification is voluntary and must reference the certification standards and the owner of said certification standards.

3.2.2 不得滥用认证标志和证书，或者以误导方式使用认证标识和证书，以致危害公众对于帕恩认证标志或证书的信任。认证标志的使用和视觉呈现不应危害帕恩作为独立第三方机构的角色。
3.2.2 Certification marks and certificates may not be misused or used in a misleading manner that may jeopardize the trust of the public in the Pioneer's certification marks or certificates. The role of the Pioneer as an independent third party shall not be compromised by the use and visual presentation of certification marks.

3.2.3 产品证书或产品标志(只在获批准的标志范围内)只允许用于宣传获认证的产品。认证和/或认证标志的使用不得产生该认证覆盖认证范围以外活动的印象。
3.2.3 A product certificate or product mark (in as far as a mark is approved) may only be used to promote the certified product. The use of certificates and/or certification marks must not give the impression of certification applying to activities outside the scope of certification.

3.2.4 在仅出具一份符合性证明的情况下，不允许在产品相关广告中使用认证标志。
3.2.4 Product-related advertising using a certification mark is not permissible in cases where only a certificate of conformity has been issued.

3.2.5 在认证标志或证书仅涉及产品的部分方面，广告不得产生该认证覆盖整个产品的印象。
3.2.5 Where certification marks or certificates refer only to certain partial aspects of a product, advertising must not give the impression of certification of the entire product .

3.2.6 持证公司对证书和/或认证标志的正确使用及关于获认证产品的所有陈述的正确性负全责。如果是产品认证，本条款同时适用于持证公司的客户正确使用/宣传产品的证书和/或认证标志。
3.2.6 Full responsibility for correct use of the certificate and/or certification mark and for the correctness of all statements about the certified product rests with the certificate holder. In the case of product certification this also applies to correct use/advertising by the customers of the certificate holder.

3.2.7 建议客户在其广告当中使用认证标志和证书时，采取措施以确保广告的目标群体能够容易地、充分地且透明地获取帕恩为相应认证标志或证书所提供的服务内容。

3.2.7 It is recommended that clients, when using certification marks and certificates in their advertising, take steps to ensure that the target groups addressed by advertising can inform themselves easily, adequately and transparently of the content of the Pioneer services underlying the certification marks or certificates.

3.3 关于认证标志视觉呈现的要求

3.3 Requirements regarding the visual presentation of certification marks

3.3.1 不得改变由帕恩提供的认证标志的内容和设计。认证标志必须是可识别的，其尺寸必须明显小于客户/持证公司的企业商标。即使认证标志以缩小尺寸呈现，认证标志内所含信息必须清晰可辨。

3.3.1 Neither the content nor the design of the certification mark provided by Pioneer may be changed. It must be recognizable as certification mark and its size must be clearly smaller than that of the company logo of the client/certificate holder. The information included in the

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certification mark must be clearly legible even if the certification mark is displayed at reduced size.

3.3.2 认证标志必须单独呈现，不得与任何其他元素联合或组合（例如，客户的企业商标、声明或图形）。尤其是在使用认证标志时，不得产生让人以为客户/持证公司或其雇员是帕恩成员的印象，或认证标志是客户的商标/客户徽标。

3.3.2 The certification mark must stand alone and may not be associated or combined with any other element (e.g. the client's company logo, statement or graphics). The use of the certification mark in particular must not give the impression that the client/certificate holder or its employees are members of the Pioneer or that the certification mark is the client's trademark/customer logo.

3.4 帕恩测试报告的使用

3.4 Use of Pioneer test reports

除非事先获得帕恩的认证机构明确的书面批准，或报告的使用是认证程序的重要组成部分，或依据法律、监管机构的或认证相关要求需要予以披露，否则必须遵守以下规定：

- 帕恩出具的报告不得部分或全部地复制；
- 禁止使用或引用帕恩出具的报告或帕恩名称进行广告宣传。

Unless expressly approved beforehand in writing by the relevant certification body of Pioneer or where use of the report is an integral part of the underlying certification procedure or disclosure is required on the basis of legal, regulatory or accreditation-related requirements, the following shall apply:

- Reports by Pioneer may not be reproduced in part or in full.
- The use of, or reference to, reports or names of Pioneer for advertising purposes is not allowed.

如果经帕恩批准使用测试报告、基准测试报告、审核报告或其他报告，则客户不得通过添加超出报告实际内容的任何声明或解释，对上述报告进行补充。客户尤其不得添加任何可能引发对帕恩公正性产生怀疑的扭曲性或误导性声明或解释。客户必须确保帕恩的测试结果始终被正确地转载且不被扭曲。

If test reports, benchmark test reports audit reports or other reports are used with the approval of the Pioneer, the client shall not complement said reports by adding any statements or interpretations that go beyond the reports' actual contents. Clients in particular shall not add any distorting or misleading statements or interpretations that could give rise to doubts in the impartiality of Pioneer. Clients must ensure at all times that the test results of the Pioneer are reproduced correctly and not distorted.

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上述要求同样适用于以电子、音频或印刷媒体形式进行的交流活动、广告、证明、沟通信息和销售担保等。

The same applies to communication activities, advertisements, confirmations, communications, sales collaterals etc in digital, audio and print media.

任何帕恩的报告都不得被用作宣称或暗示帕恩特别推荐产品或体系给消费者。

Pioneer reports may never be used to claim or imply that Pioneer particularly recommends the product to customers.

3.5 非许可使用的后果

3.5 Consequences of impermissible use

在客户因违反合同的条款使用认证标志、证书或帕恩出具的报告而引起第三方索赔时，客户应保证使帕恩或相应的属于帕恩的认证机构免于所有这些索赔。本要求同样适用于所有因客户的广告陈述的结果而引起第三方对帕恩认证机构的索赔。

The client undertakes to indemnify Pioneer or the respective Pioneer certification body at first request against all claims by third parties arising as a result of the client ' s use of the certification mark, certificate or Pioneer report contrary to the terms of this contract. The same applies to all claims by third parties against Pioneer certification body arising as a result of advertising statements made by the client.

4. 证书、认证标志和测试报告的公布 Publication of certificates, certification marks and test reports

帕恩可以公布持证公司、已测试的产品的名称，作为消费者信息，或者应认证程序的要求而公布。帕恩有权同意授权机构（如法定监管机构、认可机构或认证方案所有者）在任何时候直接获取认证相关的文件资料。

Pioneer can publish the names of the certificate holders, tested products, etc. for consumer information or if required by the certification procedure. Pioneer shall be entitled to grant authorized bodies (e.g. authorities, accreditation bodies or certification scheme owners) direct access to the certification-relevant documentation at any time.

所有关于客户、获认证产品更深一层的信息将按机密信息管理，除非法院、授权机构、其它法律强制要求或认证程序要求披露这些信息。帕恩的所有员工和代理机构同样履行保密的义务。

All further information about clients, certified products are subject to confidentiality unless the disclosure of such information is requested by court or an authorized body or otherwise mandatory by law or for the certification procedure. This obligation of non-disclosure applies equally to all employees and agents of Pioneer.

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5. 测试样品和文件的保存 Retention of test samples and documentation

因为客户拥有测试样品和相关文件，客户必须保留测试样品和相关文件至证书到期后十（10）年或至证书所覆盖产品的最后一件投放到市场后十（10）年，以更长时间为准。

As far as clients are in possession of test samples and pertinent documentation, they must retain them for a period of ten (10) years after expiry of the certificate or after the last product is placed on the market area covered by the certificate, whichever is the longer.

所有其它超出上述保存期限的法律规定保存期应保持不变。

All other legal provisions extending beyond shall remain unaffected.

不得向帕恩提出损坏赔偿，特别是当客户没有或未能将测试样品/文件取回或以不变的条件保存。

Claims for damages against Pioneer shall be excluded, in particular if clients fail or are unable to provide a test sample/document returned to or retained by them in unchanged condition.

6. 违反《测试及认证准则》 Violation of Testing and Certification Regulations

在持证公司违反《测试及认证准则》时，帕恩有权向持证公司索赔合同罚款，最高可达250000元。本要求尤其适用于：在获得证书之前就将销售或市场推广贴有认证标志的产品，或未经授权就进行广告宣传，或滥用证书或认证标志。

Pioneer is entitled to claim payment of a contractual penalty of up to RMB 250.000 in the case of culpable violations of these Testing and Certification Regulations by the certificate holder. This applies specifically if a product labeled with the certification mark is offered for sale or marketed prior to the issue of the certificate, if unauthorized advertising takes place or if a certificate or certification mark is misused.

持证公司有义务承担因持证公司违规（特别是违反《测试及认证准则》）而引起的由授权机构（如法定监管机构、认可机构或认证方案所有者）要求帕恩支付的费用，或者由认证机构或测试实验室直接产生的费用。这尤其适用于当帕恩是按照监督机构的指示或类似指示（并且这些指示是正当合理的）而开展的活动。

The certificate holder is liable for costs charged to Pioneer by authorized bodies (e. g. regulatory authority, accreditation body or certification scheme owner) or costs directly incurred by the Certification Body or the test laboratory resulting from culpable violation on the part of the certificate holder, in particular violation of these Testing and Certification Regulations. This applies in particular if Pioneer ' s activities were the result of instructions

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issued by a supervisory authority or similar instructions and if such instructions proved to be justified.