



**CSA GROUP FACILITY TERMS**  
**CSA 集團設施條款**

**Service Addendum FACL: Additional Terms for Client's Facility ("Facility Terms")**  
**服務附錄 FACL：客戶設施附加條款（簡稱“設施條款”）**

**CSA Group Client (legal name):** \_\_\_\_\_  
**CSA 集團客戶（法定名稱）：** \_\_\_\_\_

**CSA Group Client Address:** \_\_\_\_\_  
**CSA 集團客戶地址：** \_\_\_\_\_

**File (Master Contract) number:** \_\_\_\_\_  
**案卷（主合同）編號：** \_\_\_\_\_

**Facility (legal name):** \_\_\_\_\_ **("Facility")**  
**設施（法定名稱）：** \_\_\_\_\_ **（簡稱“設施”）**

**Facility Address:** \_\_\_\_\_  
**設施地址：** \_\_\_\_\_

**Facility Contract number:** \_\_\_\_\_  
**設施合同編號：** \_\_\_\_\_

1. Client has a commitment to CSA to enter into these Facility Terms with each facility where Client's products are manufactured or stored.  
客戶已向 CSA 承諾，其將與生產或儲存其產品的每一設施簽署本《設施條款》。
2. Facility acknowledges that CSA Group Testing and Certification Inc. (hereinafter referred to as "CSA"), as part of its services to the Client listed above ("Client"), requires access to the Facility for unannounced inspections or investigations related to Client's products, or as otherwise necessary to support the certification, test, and inspection services provided by CSA to the Client (the "Services").  
設施確認，作為 CSA Group Testing and Certification Inc.（以下簡稱“CSA”）向上述客戶（簡稱“客戶”）提供的服務的組成部分，CSA 要求享有設施訪問權以進行飛行檢查或調查，此等檢查或調查與客戶產品相關，或者是 CSA 向客戶提供的認證、測試和檢查服務（簡稱“服務”）所必需的支援性服務。
3. Facility will cooperate with CSA, and will provide CSA's representatives and, if applicable, accreditation personnel with:  
設施將配合 CSA，並將向 CSA 的代表及認證人員（如適用）提供：
  - a. prompt access to those areas of the Facility, on-site information and qualified personnel necessary to support the Services, and a suitable workspace;  
對相關設施區域、現場資訊和適格人員的訪問權（只要就為服務提供支援而言，此等訪問具有必要性），並提供適當的工作場所；
  - b. any personal protective equipment and necessary on-site safety training;  
所有個人安全防護設備和必要的現場安全培訓；
  - c. access to those areas of the Facility necessary to conduct a final inspection upon termination of the Services with the Client to verify that CSA marking has ceased; and  
訪問必要的設施區域，以于 CSA 終止向客戶提供服務時進行最終檢查，從而確認 CSA 標記已停止使用；以及
  - d. a sample or samples of Client's product as chosen by CSA for test and evaluation.  
被 CSA 選定用於進行測試和評估的一個或多個客戶產品樣品。
4. CSA will give consideration to reasonable advance written requests to sign any safety-related terms in connection with entry to the Facility. Otherwise, CSA representatives will not be required to sign any waiver, declaration or agreement as a condition of entry to the Facility. Any document signed contrary to this provision will be of no force or effect. CSA Group may take photographs of Client's product samples.  
如果設施就 CSA 進入設施合理提前地提出了書面請求，要求 CSA 簽署任何與安全相關的條款，則 CSA 將對此等請求給予考慮。除此以外，設施不得要求 CSA 代表簽署任何豁免、聲明或同意書以作為 CSA 進入設施的前提條件。違反本條而簽署的任何文檔均無效且不生效。CSA 集團有權對客戶的產品樣品拍照。

5. If Facility is permitted to reproduce CSA's trademarks or certification marks for application to Client's products, those products will be exclusively manufactured for the Client in accordance with the requirements of CSA. Facility will retain on-site any copies of the CSA certification report and facility inspection reports provided by CSA or the Client. The Facility will not apply CSA marking to product manufactured for parties other than the Client unless authorized to do so under other CSA Group Facility Terms. Furthermore, the Facility will co-operate with CSA Inspectors to remove CSA marking from all non-certified product manufactured by the Facility.  
如果 CSA 集團允許設施複製 CSA 的商標或認證標誌並將其使用在客戶產品上，則設施應根據 CSA 的要求生產此等產品並排他性地向客戶供應此等產品。對於 CSA 或客戶提供的任何 CSA 認證報告和設施檢查報告的副本，設施將在其場所保留此等副本。除非根據其他 CSA 集團《設施條款》獲得授權，否則設施不會在其為客戶以外的其他方生產的產品上使用 CSA 標誌。此外，對於設施所生產的、未經認證的產品，設施將配合 CSA 檢驗人員移除此等產品上的 CSA 標誌。
6. If the Services include CSA Certification, Facility acknowledges that it is familiar with Client's applicable *Product Service Agreement* or *Global Service Agreement* and *Certification Terms* (collectively, the "**Services Agreement**") entered into between CSA and the Client, available at [www.csagroup.org/legal](http://www.csagroup.org/legal), and Facility understands and agrees to comply with all of Client's obligations under such Services Agreement.  
如果服務包括 CSA 認證，則設施確認，其已知悉 CSA 與客戶簽署的相關《產品服務協議》或者《全球服務協議》及《認證條款》（合稱“《服務協議》”，見 [www.csagroup.org/legal](http://www.csagroup.org/legal)）；且設施理解並同意履行客戶在此等《服務協議》項下的所有義務。
7. Facility must notify the Client and CSA immediately of any changes to product design, construction or construction method, or quality management system pertaining to products under the scope of the Services.  
如果與服務範圍內產品相關的產品設計、結構、構成方法或品質管制系統發生任何變化，則設施須立即通知客戶和 CSA。
8. In the event that production of Client's product is suspended, or does not occur, for three (3) months or more, regardless of the reason, Facility must immediately notify CSA of any resumed production. A sample of such resumed production should be held on-site for examination during CSA's next inspection.  
如果無論因何種原因暫停或不生產客戶產品達三（3）個月以上，設施須於恢復生產後立即通知 CSA。設施應在其場所保留此等恢復生產的產品的一份樣品，留待 CSA 下一次檢查時進行檢驗。
9. CSA retains ownership of its intellectual property including various copyrights, trademarks, service marks and certification marks (the "Intellectual Property"). Except for limited rights that CSA may grant to Client in specific service addenda, Facility has no rights to use CSA's Intellectual Property. Facility will not dispute or interfere with the ownership or the validity of CSA's intellectual property rights.  
CSA 保留其智慧財產權的所有權，包括各種著作權、商標、服務商標及認證標誌（簡稱“智慧財產權”）。除特定服務附錄中 CSA 授權給客戶的有限權利外，設施無權使用 CSA 的智慧財產權。設施不得對 CSA 智慧財產權的所有權和有效性提出異議，亦不得妨礙此等所有權和有效性。
10. If Facility is permitted to reproduce CSA's trade-marks or certification marks, Facility must not alter the appearance of such marks or use them in combination with other designs to create a new logo or trade-mark. Facility must not tamper with, alter, or remove any labels applied to a product by CSA. Upon termination of the Services Agreement with the Client, CSA has the right to retrieve CSA Group labels from Facility and Facility must not continue to use CSA Group's trade-marks or certification marks.  
如果 CSA 允許設施複製 CSA 的商標或認證標誌，則設施不得變更此等標誌的外觀，亦不得將此等標誌與其他設計進行組合以創設新的標識或商標。設施不得篡改、變更或移除 CSA 在產品上使用的任何標籤。CSA 與客戶簽署的《服務協議》終止後，CSA 有權從設施取回 CSA 集團的標籤，且設施不得繼續使用 CSA 集團的商標和認證標誌。
11. Facility understands and agrees that monetary damages would not be a sufficient remedy and that CSA will be entitled to injunctive relief in addition to all other remedies available at law in the event of violation of the Intellectual Property, or if the Intellectual Property is used in association with products for which permission to use Intellectual Property has not been granted, or where design or construction of the product deviates from the descriptions on file with CSA.  
設施理解並同意，如果其侵犯智慧財產權，或者將智慧財產權用於 CSA 未授予許可的產品，或者產品的設計或結構不符合其向 CSA 申報的產品描述，則金錢損害賠償金將不構成充分救濟，除法律規定的所有其他救濟外，CSA 還有權獲得強制令救濟。
12. These Facility Terms will have an initial term of one (1) year and will renew automatically for successive one-year periods. These Facility terms will terminate automatically upon termination of the Services Agreement between CSA and the Client, or upon written notice by the Client to CSA that Facility should be removed as an authorized Facility. The termination of these Facility Terms are subject to any post-termination inspections as permitted under the Services Agreement or as required by CSA.  
本《設施條款》初始有效期為一（1）年，此後將以一年為週期自動續約。如果 CSA 與客戶簽署的《服務協議》終止，或者客戶書面通知 CSA 設施應從授權設施名單中移除，則本《設施條款》將自動終止。本《設施條款》的終止受限於《服務協議》所許可的以及 CSA 所要求的任何終止後檢查。
13. CSA (and each of its affiliates) shall be an intended third-party beneficiary of these Facility Terms, and shall be entitled to enforce the provisions of these Facility Terms in CSA's own name and for its own benefit.



CSA（及其每一關聯方）應系本《設施條款》預期的協力廠商受益人，其有權以 CSA 自身名義、為其自身利益強制執行本《設施條款》。

14. These Facility Terms are subject to the same governing law and venue as the Services Agreement between CSA and the Client. 本《設施條款》所適用的准據法律和管轄法院與 CSA 和客戶簽署的《服務協議》相同。

In signing below, the following individuals warrant that they are authorized to sign on behalf of, and bind, their respective legal entities.

以下自然人保證，其有權代表其各自所代表的法律實體在下方簽字，並為其各自所代表的法律實體訂立有約束力的義務。

**Client Name:** \_\_\_\_\_

客戶名稱：\_\_\_\_\_

**Facility Name:** \_\_\_\_\_

設施名稱：\_\_\_\_\_

**By:** \_\_\_\_\_

簽署人：\_\_\_\_\_

**By:** \_\_\_\_\_

簽署人：\_\_\_\_\_

**Printed Name:**

正楷姓名：

**Printed Name:**

正楷姓名：

**Title:**

職務：

**Title:**

職務：

**Date:**

日期：

**Date:**

日期：