



**CSA GROUP FACILITY TERMS**  
**CSA 集团设施条款**

**Service Addendum FACL: Additional Terms for Client's Facility ("Facility Terms")**  
**服务附录 FACL: 客户设施附加条款 (简称“设施条款”)**

**CSA Group Client (legal name):** \_\_\_\_\_  
**CSA 集团客户 (法定名称):** \_\_\_\_\_

**CSA Group Client Address:** \_\_\_\_\_  
**CSA 集团客户地址:** \_\_\_\_\_

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

**Facility (legal name):** \_\_\_\_\_ **(“Facility”)**  
**设施 (法定名称):** \_\_\_\_\_ **(简称“设施”)**

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

**Facility Contract number:** \_\_\_\_\_  
**设施合同编号:** \_\_\_\_\_

1. Client has a commitment to CSA to enter into these Facility Terms with each facility where Client's products are manufactured or stored.  
客户已向 CSA 承诺, 其将与生产或储存其产品的每一设施签署本《设施条款》。
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”).  
设施确认, 作为 CSA Group Testing and Certification Inc. (以下简称“CSA”) 向上述客户 (简称“客户”) 提供的服务的组成部分, CSA 要求享有设施访问权以进行飞行检查或调查, 此等检查或调查与客户产品相关, 或者是 CSA 向客户提供的认证、测试和检查服务 (简称“服务”) 所必需的支持性服务。
3. Facility will cooperate with CSA, and will provide CSA's representatives and, if applicable, accreditation personnel with:  
设施将配合 CSA, 并将向 CSA 的代表及认证人员 (如适用) 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;  
对相关设施区域、现场信息和适格人员的访问权 (只要就为服务提供支持而言, 此等访问具有必要性), 并提供适当的工作场所;
  - b. any personal protective equipment and necessary on-site safety training;  
所有个人安全防护设备和必要的现场安全培训;
  - 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  
访问必要的设施区域, 以于 CSA 终止向客户提供服务时进行最终检查, 从而确认 CSA 标记已停止使用; 以及
  - d. a sample or samples of Client's product as chosen by CSA for test and evaluation.  
被 CSA 选定用于进行测试和评估的一个或多个客户产品样品。
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.  
如果设施就 CSA 进入设施合理提前地提出了书面请求, 要求 CSA 签署任何与安全相关的条款, 则 CSA 将对此等请求给予考虑。除此以外, 设施不得要求 CSA 代表签署任何豁免、声明或同意书以作为 CSA 进入设施的前提条件。违反本条而签署的任何文件均无效且不生效。CSA 集团有权对客户的产品样品拍照。



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 集团允许设施复制 CSA 的商标或认证标志并将其使用在客户产品上, 则设施应根据 CSA 的要求生产此等产品并排他性地向客户供应此等产品。对于 CSA 或客户提供的任何 CSA 认证报告和设施检查报告的副本, 设施将在其场所保留此等副本。除非根据其他 CSA 集团《设施条款》获得授权, 否则设施不会在其为客户以外的其他方生产的产品上使用 CSA 标志。此外, 对于设施所生产的、未经认证的产品, 设施将配合 CSA 检验人员移除此等产品上的 CSA 标志。
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.  
如果服务包括 CSA 认证, 则设施确认, 其已知悉 CSA 与客户签署的相关《产品服务协议》或者《全球服务协议》及《认证条款》(合称“《服务协议》”, 见 [www.csagroup.org/legal](http://www.csagroup.org/legal)); 且设施理解并同意履行客户在此等《服务协议》项下的所有义务。
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.  
如果与服务范围内产品相关的产品设计、结构、构成方法或质量管理体系发生任何变化, 则设施须立即通知客户和 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.  
如果无论因何种原因暂停或不生产客户产品达三 (3) 个月以上, 设施须于恢复生产后立即通知 CSA。设施应在其场所保留此等恢复生产的产品的一份样品, 留待 CSA 下一次检查时进行检验。
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 保留其知识产权的所有权, 包括各种著作权、商标、服务商标及认证标志 (简称“知识产权”)。除特定服务附录中 CSA 授权给客户的有限权利外, 设施无权使用 CSA 的知识产权。设施不得对 CSA 知识产权的所有权和有效性提出异议, 亦不得妨碍此等所有权和有效性。
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 允许设施复制 CSA 的商标或认证标志, 则设施不得变更此等标志的外观, 亦不得将此等标志与其他设计进行组合以创设新的标识或商标。设施不得篡改、变更或移除 CSA 在产品上使用的任何标签。CSA 与客户签署的《服务协议》终止后, CSA 有权从设施取回 CSA 集团的标签, 且设施不得继续使用 CSA 集团的商标和认证标志。
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.  
设施理解并同意, 如果其侵犯知识产权, 或者将知识产权用于 CSA 未授予许可的产品, 或者产品的设计或结构不符合其向 CSA 申报的产品描述, 则金钱损害赔偿金将不构成充分救济, 除法律规定的任何其他救济外, CSA 还有权获得强制令救济。
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《设施条款》初始有效期为一 (1) 年, 此后将以一年为周期自动续约。如果 CSA 与客户签署的《服务协议》终止, 或者客户书面通知 CSA 设施应从授权设施名单中移除, 则本《设施条款》将自动终止。本《设施条款》的终止受限于《服务协议》所许可的以及 CSA 所要求的任何终止后检查。
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（及其每一关联方）应系本《设施条款》预期的第三方受益人，其有权以 CSA 自身名义、为其自身利益强制执行本《设施条款》。

14. These Facility Terms are subject to the same governing law and venue as the Services Agreement between CSA and the Client. 本《设施条款》所适用的准据法律和管辖法院与 CSA 和客户签署的《服务协议》相同。

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

以下自然人保证，其有权代表其各自所代表的法律实体在下方签字，并为其各自所代表的法律实体订立有约束力的义务。

**Client Name:** \_\_\_\_\_  
**客户名称:** \_\_\_\_\_

**Facility Name:** \_\_\_\_\_  
**设施名称:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**签署人:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**签署人:** \_\_\_\_\_

**Printed Name:**  
**正楷姓名:**

**Printed Name:**  
**正楷姓名:**

**Title:**  
**职务:**

**Title:**  
**职务:**

**Date:**  
**日期:**

**Date:**  
**日期:**