

Service Addendum NACT: Additional Terms for CSA Group Certification Services (“Certification Terms”) 北美认证 (NACT) 服务附录: CSA 集团认证服务附加条款 (“认证条款”)

1. General

1. 总则

1.1 These Certification Terms are in addition to the Global Service Agreement (“GSA”) and apply to all certification services provided to you by CSA Group Testing & Certification Inc., whether directly or indirectly through subsidiaries, corporate affiliates or authorized third party contractors throughout the world (collectively referred to as “we”, “us”, “our” or “CSA Group”). The term “Facilities” has the same meaning as used in the GSA. These Certification Terms apply to those certification services that involve a license of a Certification Mark and also apply to energy efficiency verification services provided by us, and as applicable, references to certification in this document also refer to verification services.

1.1 本《认证条款》是《全球服务协议》(“GSA”)的补充,其适用于 CSA Group Testing & Certification Inc. 直接或者间接通过其在全球各地的子公司、关联公司或经授权的第三方承包商(合称“我们”或“CSA 集团”)向贵方提供的所有服务。术语“设施”与 GSA 协议中设施的含义相同。本《认证条款》适用于涉及认证标志许可的认证服务,并且适用于我们提供的能效鉴定服务。在适用的情况下,本文件中提及的认证也指鉴定服务。

1.2 Compliance with these Certification Terms is a condition of certification.

1.2 遵守本《认证条款》是取得认证的一个条件。

1.3 You acknowledge that certification requirements may change from time to time. You must comply with the requirements at all times, including any changes to the requirements as determined by us in our sole discretion. You consent to the receipt of newsletters, Informs, or other types of notice that communicate changes to certification requirements. You will furnish proof of compliance with new requirements in the form requested by us.

1.3 贵方确认,认证的要求可能会不时变更。贵方必须始终遵守这些要求,包括我们单方酌情决定的变更。贵方同意通过接收简报、Inform 或其他类型的通知的形式来接收认证要求变更的通知。贵方将按照我们要求的格式提供遵守新要求的证明。

1.4 You warrant that each certified product, regardless of branding or designation, is consistent in construction to the sample submitted to us and meets the certification requirements as determined by CSA Group. You are responsible for ensuring that ongoing production of certified products continues to fulfill the certification requirements.

1.4 贵方保证每款认证产品(无论品牌或名称如何)在结构上与提交给我们的样品一致,并符合 CSA 集团确定的认证要求。贵方有责任确保后续生产的认证产品能继续满足认证要求。

1.5 You may not use your product certification in such a manner as to bring CSA Group into disrepute or make any statement regarding your product certification that we may consider misleading or unauthorized.

1.5 贵方不得因使用贵方的产品认证损害 CSA 集团声誉,也不得对贵方的认证产品作出我们认为引人误导和没有取得相关授权的陈述。

1.6 CSA Group is required under the terms of its accreditation to publicly list your name, business address and certified product(s), and you consent to such listing.

1.6 CSA 集团必须根据其认证条款公开列出贵方的名称、业务地址和认证产品,贵方对此举表示同意。

1.7 You must provide and maintain with us a current list of all unique model identifiers and brands under which a CSA Group certified product may be distributed. You are responsible for notifying other brand owners of changes affecting the certification.

1.7 贵方必须提供并维持一份 CSA 集团认证产品的分销所使用的所有唯一型号标识符和品牌的最新清单。贵方有责任向其他品牌持有人告知影响认证的变更。

2. Certification Services and Fees

2. 认证服务和费用

You will pay the following fees to us. We may revise our fees from time to time and unless you exercise your right to terminate GSA or these Certification Terms, you will pay the revised fees.

贵方将向我们支付以下费用。我们可能会不时修订我们的费率,除非贵方行使终止 GSA 或本《认证条款》的权利,贵方将按修订后的费率支付费用。

2.1 Testing and evaluation service fees, regardless of whether the your product is certified or eligible for certification;

2.1 无论贵方的产品是否经过认证或有资格获得认证,贵方都将支付测试和评估服务费;

2.2 In addition to service fees, annual fees consisting of inspection fees, maintenance fees and surveillance fees. Annual license and surveillance fees are payable in advance and are non-refundable even if the GSA or these Certification Terms are terminated or if you are not using the Certification Mark (as defined in Section 3.1);

2.2 除了服务费，年度费用还包括检查费、维护费和监控费。年度许可和监控费应预付，即使 GSA 或本《认证条款》已终止，或者贵方没有使用认证标志（如第 3.1 条所定义），相关费用也不退还；

2.3 Inspection fees and costs associated with inspections at each facility where the product is manufactured or stored, including inspections conducted after the suspension, withdrawal or cancellation of the certification of a product or termination of the GSA or these Certification Terms. We are entitled to set off fees for post-cancellation or similar inspections against prepaid inspection fees, if any;

2.3 检查费以及与产品生产或存储设施检查相关的费用，包括暂停、撤回或撤销认证或终止 GSA 或本《认证条款》之后所进行的检查产生的费用，我们有权以预付检查费（如有）抵消撤销后检查或类似检查产生的费用；

2.4 Multiple listing fees if you wish to market or merchandise CSA Group certified products under different brand names;

2.4 如需以不同的品牌推广或销售 CSA 集团认证产品，则需支付多次公告费；

2.5 Annual testing fees in respect of safety critical equipment, components or process-sensitive products that we determine must be submitted for annual conformity or re-testing;

2.5 如我们确定必须提交相关安全攸关设备、组件或工艺敏感产品以供年度合规测试或重新测试，则需缴纳年度测试费；

2.6 Annual fees if you are enrolled in CSA Group qualification programs for certification together with fees relating to qualification program testing, training, assessments and re-qualification;

2.6 如果贵方注册参加 CSA 集团认证资格计划，则需缴纳年费，此外还需一并缴纳与资格计划下的测试、培训、评估和重新授予资格相关的费用；

2.7 Assessment fees if we determine that assessments of Facilities and/or operations are required as a result of Your Change (as defined in section 7.1);

2.7 如果我们确定由于贵方的变更（如第 7.1 条中定义）而需要对设施和/或设施运营情况进行评估，贵方需支付评估费；

2.8 Re-testing and evaluation fees if we determine that samples must be submitted to us as a result of changes to certification requirements or construction or design of products;

2.8 如因产品的结构或设计或认证要求的变更导致需重新提交样品进行测试，贵方需支付重新测试和评估费；

2.9 Investigation, inspection or audit fees if you are in default of any of your obligations under these Certification Terms and/or if corrective action is required to ensure that your product is compliant with certification requirements;

2.9 如果贵方没有履行本《认证条款》下的任何义务和/或如果需要采取纠正措施以确保贵方的产品符合认证要求，贵方需支付调查、检查或审计费用；

2.10 Administrative fees for removing models from our certified product listing, including as a result of termination of the GSA or these Certification Terms; and

2.10 从我们的认证产品列表中删除某一型号产品（包括因终止 GSA 或本《认证条款》而删除）的行政费；和

2.11 Applicable customs brokerage fees.

2.11 相关通关服务费。

3. License of Certification Mark; Intellectual Property

3. 认证标志许可；知识产权

3.1 Subject to, and at our sole discretion, the successful certification of each of your products, you are granted a non-exclusive, non-transferrable, revocable license to use our certification mark (the "Certification Mark(s)") in association with CSA Group certified products: in the manner specified by us in a certificate of compliance or other document(s) provided by us to you; if applicable, as set out in CSA Group's certification mark usage guidelines, available at http://www.csagroup.org/documents/testing-and-certification/certification_marks/Trademark-Usage-Guidelines.pdf strictly at the facility locations as authorized by us; and for so long as your certified products remain in compliance with our certification requirements (the "License").

3.1 针对每款成功取得认证的产品，我们将（依我们的单方酌情决定权）非独占、不可转让、可撤销地许可贵方在 CSA 集团认证产品上使用我们的认证标志（“认证标志”），使用的方式需与我们向贵方提供的合规证明或其他文件要求的方式一致（如适用，请参见 CSA 集团的认证标志使用指南，网址为 http://www.csagroup.org/documents/testing-and-certification/certification_marks/Trademark-Usage-Guidelines.pdf）

[Guidelines.pdf](#)），使用必须严格限定在我们授权的设施地点，许可期限为贵方的认证产品仍然符合我们的认证要求的所有期间（“许可”）。

3.2 The License is extended to such third party locations as expressly documented by us as authorized Facilities for application of the Certification Mark. The Certification Mark may only be applied at such Facilities as designated by us. You are wholly responsible for ensuring such Facilities' compliance with the Certification Terms.

3.2 许可及于第三方地点，只要此等第三方地点作为被授权使用认证标志的设施由我们明确记录在案。认证标志只能在我们指定的设施使用。贵方应单方负责确保此等设施遵守《认证条款》。

3.3 By affixing the certification mark to products or permitting third parties to do so, you expressly warrant to us that your product is compliant with these Certification Terms. We may, at our sole discretion, revoke the License for any product or group of products if you fail to comply with any of your obligations under the Certification Terms.

3.3 将认证标志贴在产品上或允许第三方这样做即表明，贵方明确向我们保证贵方的产品符合本《认证条款》。如果贵方未能遵守本《认证条款》下的任何义务，我们可自行酌情决定撤销对任何产品或产品组的许可。

3.4 The License is revoked automatically upon termination of the GSA or these Certification Terms.

3.4 许可在 GSA 或本《认证条款》终止时自动撤销。

3.5 The License is automatically revoked if you make changes to certified products without notifying us in advance of such changes, or if you fail to make changes to products required, in our opinion, as a result of changes to certification requirements.

3.5 如果贵方对认证产品进行更改且未事先通知我们此类更改，或者认证要求更改后贵方未能对产品进行我们认为必要的相应更改，则许可将自动撤销。

3.6 Upon request, you will provide samples to us of any products bearing a Certification mark in order for us to verify your conformance with the terms of certification.

3.6 应要求，贵方将向我们提供所有带有认证标志的产品的样品，以便我们验证贵方是否遵守认证条款。

3.7 You are granted a revocable, nontransferable license, without sub-license rights, to reproduce and use test reports, test summaries, certificates or letters provided by us to you, provided that such reproductions and use must be of the applicable document in its entirety, and at your own risk. You may not alter or remove any copyright, trademarks, notices or issue dates, or publish excerpts without our prior written consent.

3.7 贵方被授予可撤销的、不可转让、不能再许可的许可，可复制和使用我们向贵方提供的测试报告、测试摘要、证书或信函，但前提是此等复制和使用必须尊重相关文件的完整性，并由贵方自行承担风险。未经我们事先书面同意，贵方不得更改或删除任何版权声明、商标、通知或发布日期，也不得发布摘录。

4. Model Numbers

4. 型号的编号

For the duration of product certification, you must furnish each model with a distinctive means of identification, which may include a model designation, catalogue number, series or type number. This means of identification must be distinctly different, in our opinion, from identification used on: (i) similar but uncertified products; (ii) recalled or discontinued products.

在产品认证期间，贵方必须为每个型号提供独特的识别方式，其中可包括型号名称、目录号、系列或型号。在我们看来，此等识别方式必须与下列识别方法明显不同：(i) 类似但未经认证的产品；(ii) 召回或停用的产品。

5. Facilities

5. 设施

All your manufacturing locations and warehouses for CSA Group certified products are subject to inspection requirements. You must provide and maintain with us a current list of all locations at which any CSA Group certified product is manufactured, as well as all ports of entry and warehouses used in the storage, shipment or distribution of CSA Group certified products. You will ensure that all your Facilities are aware of, and agree in writing with, these Certification Terms, the GSA, and the Facility Terms, including without limitation access requirements for our personnel.

贵方所有的 CSA 集团认证产品的制造地点和仓库都需接受规定的检查。贵方必须向我们提供并实时更新所有 CSA 集团认证产品制造地点，以及存储、装运或分销 CSA 集团认证产品的入境口岸和仓库的最新列表。贵方将确保贵方的所有设施都知悉并以书面形式同意本《认证条款》、GSA 和《设施条款》，包括但不限于我们人员的访问权要求。

6. Inspections

6. 检查

At any time and at our sole discretion, we may perform announced or unannounced inspections of certified products and related processes and records at Facilities where certified products are manufactured or stored. We will give consideration to written requests for advance

notice on a case-by-case basis if you provide reasonable justification. For all inspections, you must comply with requirements of Section 5 of the GSA regarding our access to your Facilities as well as your cooperation with us. We may consider your requests to collect inspection fees directly from your Facilities; however you are ultimately responsible for all inspection fees.

在任何时候，我们可以自行酌情决定对制造或存储认证产品的设施实施检查。该等检查可以是事先通知的检查，也可以是飞行检查，检查的内容包括认证产品、相关流程和有关记录。如果贵方提供合理的理由，我们将根据具体情况考虑提前通知的书面请求。对于所有检查，贵方必须遵守 GSA 第 5 条关于我们访问贵方的设施以及贵方需与我们配合的要求。我们可能会考虑贵方提出的、由我们直接从贵方的设施收取检查费的请求，但是，贵方最终负责支付所有检查费。

7. Notice of Material Changes

7. 重大变更通知

7.1 You must inform us immediately of any changes that may affect your ability to conform with certification requirements, including without limitation changes to legal, commercial, organizational status or ownership; key managerial, decision-making or technical staff; modifications to the product or production method; contact address and production sites; scope of operations in the production method; major changes to the management system; or relevant changes to your quality system (“Your Change”).

7.1 贵方必须立即通知我们可能影响贵方遵守认证要求的能力的任何更改，包括但不限于法律、商业、组织地位或所有权的更改，关键管理、决策或技术人员的变动，产品或生产工艺的修改，联系地址和生产地点的变更，生产工艺中的操作范围的变更；对管理体系的重大变革；或对贵方质量体系的相关更改（“贵方的变更”）。

7.2 Without limitation to the above, you must provide us with at least ninety (90) days’ prior written notice of any changes to: name, address, or your owner; name, address or ownership of Facilities where products are manufactured or where CSA Group Certification Marks are permitted to be applied to products; or any changes to brands or designations under which a CSA Group certified product may be distributed. You will provide proof of any such changes in the form required by us.

7.2 除上述变更外，贵方必须至少提前九十（90）天书面通知我们以下任何变更：对名称、地址或贵方的所有者的任何变更，制造产品或被允许在产品上使用 CSA 集团认证标志的设施的名称、地址或所有权的变更；或者对 CSA 集团认证产品的分销所使用的品牌或名称的任何更改。贵方将以我们要求的格式提供任何此类变更相关的证明。

8. Advertising

8. 广告

8.1 Upon receiving written confirmation of certification from us, and only while the GSA and these Certification Terms are in force, you may include Certification Marks in advertising or promotional materials or other literature strictly in association with products currently documented by CSA as certified. You may refer to such products as “CSA certified®” or “certified by CSA”, but otherwise you may not use or reproduce our trademarks, or state or imply that we have approved or endorsed your products.

8.1 只有在收到我们的书面认证确认后，且只有在 GSA 和本《认证条款》有效的期间，贵方才可以在广告或宣传材料或其他文件中与 CSA 当前记录在案的认证产品相关联而使用认证标志。贵方可以将这些产品称为“CSA 认证®”或“CSA 认证”产品，但贵方不得以其他方式使用或复制我们的商标，或明示或暗示贵方的产品获得我们认可或背书。

8.2 You will not make any public representations that imply anything other than that CSA Group has certified the product.

8.2 除表明产品获得 CSA 集团认证之外，贵方不得通过公开声明暗示其他任何内容。

8.3 Any claims made by you regarding certification must be consistent with the scope of certification and will not be misleading to the public.

8.3 贵方对认证的任何声明必须与认证范围一致，且不会对公众产生误导。

8.4 At our request, you will amend or discontinue all advertising, promotion or other activity deemed inappropriate by us, all at your own expense. This obligation requires you to instruct third parties acting at your direction.

8.4 根据我们的要求，贵方将修改或停止发布我们认为不当的所有广告、促销或其他活动，且所有费用都由贵方自行承担。此等义务要求贵方指示按贵方的要求行事的第三方采取同样的行动。

9. Labels

9. 标签

9.1 If you are authorized by us to affix the Certification Mark to products using labels: (i) labels must, at our sole discretion, be sourced from CSA Group directly or, depending upon the applicable program, one of our authorized label manufacturers; (ii) you may not print labels or permit third parties to print labels without our express prior written consent; (iii) labels may only be affixed at such Facilities or in such manner as authorized by us in writing. Labels must always be applied in accordance with the requirements of the applicable program, as determined by us and in our sole discretion.

9.1 如果贵方获得我们的授权使用标签将认证标志附加到产品上，则：（i）我们可自行酌情决定，标签必须直接从 CSA 集团采购，或根据适用的计划从我们授权的标签制造商采购；（ii）未经我们明确的事先书面同意，贵方不得印刷或允许第三方印刷标签；（iii）标签只能在设施内、或按我们书面授权的方式附加。标签必须始终按照我们自行酌情确定的相关计划的规定使用。

9.2 We may take possession of labels pending the outcome of corrective action as described in Section 10.

9.2 在第 10 条所述的纠正措施未果之前，我们可能会收回并持有标签。

10. Complaints, Incidents and Corrective Action

10. 投诉、事故和纠正措施

10.1 You must keep a record of all complaints made known to you relating to compliance with certification requirements and must make these records available to us upon request.

10.1 贵方必须记录贵方了解到的、与认证要求的合规相关的所有投诉，并且必须根据要求向我们提供这些记录。

10.2 You must notify us immediately of any reports or incidents of injury, property damage, or potential hazards that involve the certified products. As a certification body, we comply with regulatory or accreditation-based third party reporting obligations, even if your product does not attain certification from us.

10.2 贵方必须立即通知我们与认证产品相关的涉及人员伤亡，财产损失或潜在危险的报告或事故。作为认证机构，我们遵守基于监管或认证的第三方报告义务，即使贵方的产品未获得我们的认证。

10.3 We may, in accordance with accreditation requirements, investigate complaints and incidents relating to certified products. You must cooperate with our investigations and, if applicable, you will undertake such corrective action as required by us, at your expense, to ensure that the certified product is brought into compliance with the certification requirements, or as otherwise required to address any potential hazards.

10.3 我们可能会根据认证要求调查与认证产品相关的投诉和事件。贵方必须配合我们的调查，如适用，贵方将采取我们所要求的纠正措施（费用由贵方承担）以确保认证产品符合认证要求，或以其他必要方式处理任何潜在危险。

10.4 Without limiting the above, you must take appropriate action with respect to complaints and deficiencies found in certified products that affect compliance with certification requirements. You must immediately notify us of any pending recalls or other corrective action. You must document and maintain records of the corrective action and provide such records to us immediately upon request.

10.4 在不限定上述规定的前提下，贵方必须对影响认证要求的、认证产品的投诉和缺陷采取适当的措施。贵方必须立即通知我们任何未决的召回或其他纠正措施。贵方必须做成并保留纠正措施的记录，并在我们要求时立即向我们提供此类记录。

10.5 For applicable products, you will undertake such corrective action as required by us in the event such product does not pass its annual conformity testing, or as otherwise required to address any potential hazards.

10.5 对于相关的产品，如果此类产品未通过其年度合规测试或需要以其他方式处理任何潜在危害，贵方将应我们的要求采取纠正措施。

11. Term, Termination, Cancellation of Certification and Survival

11. 期限、终止、取消认证和继续有效

11.1 These Certification Terms remain in effect until terminated by either party upon thirty (30) days' written notice to the other party, or termination of the GSA, whichever first occurs.

11.1 本《认证条款》持续有效，直至一方提前（30）天书面通知相对方终止本《认证条款》或 GSA 终止（以较早者为准），。

11.3 We may suspend, withdraw or cancel certification of any product upon thirty (30) days' prior written notice. Upon such suspension, withdrawal or cancellation, or upon termination of the Certification Terms or the GSA, whichever first occurs, you agree to immediately: discontinue the use of any advertising or public representations referencing certification of the applicable product(s); return all applicable certification documents and CSA Group Intellectual Property (as defined in the Global Service Agreement), including labels; and take any other measure requested by us. We reserve the right to require that products containing the Certification Mark be tracked and destroyed. You will instruct third parties, including Facilities authorized to apply the Certification Mark and internet service providers, in order to effect compliance with this Section.

11.3 我们可以在提前三十（30）天书面通知后暂停、撤回或撤销对任何产品的认证。发生此类暂停、撤回或撤销或本《认证条款》或 GSA 终止后（以较早者为准），贵方同意立即采取以下行动：停止在广告或公开说明中提及产品认证事宜；返还所有认证相关文件和 CSA 集团知识产权（定义见《全球服务协议》），包括标签；并采取我们要求的任何其他措施。我们保留要求对包含认证标志的产品进行跟踪和销毁的权利。贵方将指示第三方，包括被授权使用认证标志的设施和互联网服务提供商如此行事，以遵守本条的要求。

11.4 We will not be liable for direct, indirect, incidental, consequential or punitive damages, including damages for financial or economic loss arising out of suspension, withdrawal or cancellation of product certification or for termination of the GSA or these Certification Terms.
11.4 我们不对直接的、间接的、附带的、后果性的或惩罚性损害负责，包括暂停、撤回或撤销产品认证或 GSA 或本《认证条款》终止所导致的财务或经济损失的损害赔偿。

11.5 Following suspension, withdrawal, cancellation or termination, you will permit us and our authorized representatives to conduct inspections of Facilities where product was or is manufactured or stored in order verify that you no longer use our Certification Marks or other Intellectual Property. This Section, and Sections 2, 8 and 10 will survive termination of the Certification Terms.

11.5 在暂停、撤回、撤销或终止后，贵方将允许我们和我们的授权代表对过去或目前制造或存储产品的设施进行检查，以验证贵方不再使用我们的认证标志或其他知识产权。本条、第 2,8 条以及第 10 条将在本《认证条款》终止后继续有效。

11.6 These Certification Terms will remain in force for any certified products not affected by the suspension, withdrawal, cancellation or termination.

11.6 本《认证条款》将对未受暂停、撤回、撤销或终止影响的任何认证产品继续有效。

12. Appeal of Certification Decisions

12. 对认证决定的申诉

You will be bound exclusively by CSA Group's documented appeal process. Decisions are binding on you and CSA Group. The appeal process does not apply to corrective action.

贵方将受 CSA 集团书面申诉程序的排他性约束。决定对贵方和 CSA 集团具有约束力。申诉程序不适用于纠正措施。

13. In the event of a conflict between the Chinese and English version of any terms, the English version shall take precedence.

13. 如任何条款的中文版与英文版不一致，应以英文版为准。