

Service Addendum NACT: Additional Terms for CSA Group Certification Services (“Certification Terms”)

北美認證 (NACT) 服務附錄：CSA 集團認證服務附加條款 (「認證條款」)

1. General

1. 總則

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《認證條款》是《全球服務協議》(“GSA”)的補充，其適用於 CSA Group Testing & Certification Inc. 直接或者間接透過其在全球各地的子公司、關聯公司或經授權的協力廠商承包商(合稱「我們」或「CSA 集團」)向貴方提供的所有服務。術語「設施」與 GSA 協議中設施的含義相同。本《認證條款》適用於涉及認證標誌許可的認證服務，並且適用於我們提供的能效鑒定服務。在適用的情況下，本文檔中提及的認證也指鑒定服務。

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

1.2 遵守本《認證條款》是取得認證的一個條件。

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 貴方確認，認證的要求可能會不時變更。貴方必須始終遵守這些要求，包括我們單方酌情決定的變更。貴方同意透過接收簡報、Inform 或其他類型的通知的形式來接收認證要求變更的通知。貴方將按照我們要求的格式提供遵守新要求的證明。

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 貴方保證每款認證產品(無論品牌或名稱如何)在結構上與提交給我們的樣品一致，並符合 CSA 集團確定的認證要求。貴方有責任確保後續生產的認證產品能繼續滿足認證要求。

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 貴方不得因使用貴方的產品認證損害 CSA 集團聲譽，也不得對貴方的認證產品作出我們認為引人誤導和沒有取得相關授權的陳述。

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 集團必須根據其認證條款公開列出貴方的名稱、業務位址和認證產品，貴方對此舉表示同意。

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 貴方必須提供並維持一份 CSA 集團認證產品的分銷所使用的所有唯一型號標識符和品牌的最新清單。貴方有責任向其他品牌持有人告知影響認證的變更。

2. Certification Services and Fees

2. 認證服務和費用

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.

貴方將向我們支付以下費用。我們可能會不時修訂我們的費率，除非貴方行使終止 GSA 或本《認證條款》的權利，貴方將按修訂後的費率支付費用。

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

2.1 無論貴方的產品是否經過認證或有資格獲得認證，貴方都將支付測試和評估服務費；

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 除了服務費，年度費用還包括檢查費、維護費及監控費。年度許可和監控費應預付，即使 GSA 或本《認證條款》已終止，或者貴方沒有使用認證標誌（如第 3.1 條所定義），相關費用也不退還；

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 檢查費以及與產品生產或存儲設施檢查相關的費用，包括暫停、撤回或撤銷認證或終止 GSA 或本《認證條款》之後所進行的檢查產生的費用，我們有權以預付檢查費（如有）抵消撤銷後檢查或類似檢查產生的費用；

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廣或銷售 CSA 集團認證產品，則需支付多次公告費；

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 如我們確定必須提交相關安全攸關設備、元件或工藝敏感產品以供年度合規測試或重新測試，則需繳納年度測試費；

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 如果貴方註冊參加 CSA 集團認證資格計畫，則需繳納年費，此外還需一併繳納與資格計畫下的測試、培訓、評估和重新授予資格相關的費用；

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 如果我們確定由於貴方的變更（如第 7.1 條中定義）而需要對設施和/或設施運營情況進行評估，貴方需支付評估費；

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 如因產品的結構或設計或認證要求的變更導致需重新提交樣品進行測試，貴方需支付重新測試和評估費；

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 如果貴方沒有履行本《認證條款》下的任何義務和/或如果需要採取糾正措施以確保貴方的產品符合認證要求，貴方需支付調查、檢查或審計費用；

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 從我們的認證產品清單中刪除某一型號產品（包括因終止 GSA 或本《認證條款》而刪除）的行政費；和

2.11 Applicable customs brokerage fees.

2.11 相關通關服務費。

3. License of Certification Mark; Intellectual Property

3. 認證標誌許可；智慧財產權

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 針對每款成功取得認證的產品，我們將（依我們的單方酌情決定權）非獨占、不可轉讓、可撤銷地許可貴方在 CSA 集團認證產品上使用我們的認證標誌（「認證標誌」），使用的方式需與我們向貴方提供的合規證明或其他文檔要求的方式一致（如適用，請參見 CSA 集團的認證標誌使用指南，網址為 http://www.csagroup.org/documents/testing-and-certification/certification_marks/Trademark-Usage-Guidelines.pdf）

[Guidelines.pdf](#))，使用必須嚴格限定在在我們授權的設施地點，許可期限為貴方的認證產品仍然符合我們的認證要求的所有期間（「許可」）。

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 許可及於協力廠商地點，只要此等協力廠商地點作為被授權使用認證標誌的設施由我們明確記錄在案。認證標誌只能在我們指定的設施使用。貴方應單方負責確保此等設施遵守《認證條款》。

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 將認證標誌貼在產品上或允許協力廠商這樣做即表明，貴方明確向我們保證貴方的產品符合本《認證條款》。如果貴方未能遵守本《認證條款》下的任何義務，我們可自行酌情決定撤銷對任何產品或產品組的許可。

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

3.4 許可可在 GSA 或本《認證條款》終止時自動撤銷。

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 如果貴方對認證產品進行更改且未事先通知我們此類更改，或者認證要求更改後貴方未能對產品進行我們認為必要的相應更改，則許可將自動撤銷。

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 應要求，貴方將向我們提供所有帶有認證標誌的產品的樣品，以便我們驗證貴方是否遵守認證條款。

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 貴方被授予可撤銷的、不可轉讓、不能再許可的許可，可複製和使用我們向貴方提供的測試報告、測試摘要、證書或信函，但前提是此等複製和使用必須尊重相關文檔的完整性，並由貴方自行承擔風險。未經我們事先書面同意，貴方不得更改或刪除任何版權聲明、商標、通知或發佈日期，也不得發佈摘錄。

4. Model Numbers

4. 型號的編號

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.

在產品認證期間，貴方必須為每個型號提供獨特的識別方式，其中可包括型號名稱、目錄號、系列或型號。在我們看來，此等識別方式必須與下列識別方法明顯不同：(i) 類似但未經認證的產品；(ii) 召回或停用的產品。

5. Facilities

5. 設施

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.

貴方所有的 CSA 集團認證產品的製造地點和倉庫都需接受規定的檢查。貴方必須向我們提供並即時更新所有 CSA 集團認證產品製造地點，以及存儲、裝運或分銷 CSA 集團認證產品的入境口岸和倉庫的最新列表。貴方將確保貴方的所有設施都知悉並以書面形式同意本《認證條款》、GSA 和《設施條款》，包括但不限於我們人員的訪問權要求。

6. Inspections

6. 檢查

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.

在任何時候，我們可以自行酌情決定對製造或存儲認證產品的設施實施檢查。該等檢查可以是事先通知的檢查，也可以是突擊檢查，檢查的內容包括認證產品、相關流程和有關記錄。如果貴方提供合理的理由，我們將根據具體情況考慮提前通知的書面請求。對於所有檢查，貴方必須遵守 GSA 第 5 條關於我們訪問貴方的設施以及貴方需與我們配合的要求。我們可能會考慮貴方提出的、由我們直接從貴方的設施收取檢查費的請求，但是，貴方最終負責支付所有檢查費。

7. Notice of Material Changes

7. 重大變更通知

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 貴方必須立即通知我們可能影響貴方遵守認證要求的能力的任何更改，包括但不限於法律、商業、組織地位或所有權的更改，關鍵管理、決策或技術人員的變動，產品或生產工藝的修改，聯絡地址和生產地點的變更，生產工藝中的操作範圍的變更；對管理體系的重大變革；或對貴方品質體系的相關更改（「貴方的變更」）。

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 除上述變更外，貴方必須至少提前九十（90）天書面通知我們以下任何變更：對名稱、位址或貴方的所有者的任何變更，製造產品或被允許在產品上使用 CSA 集團認證標誌的設施的名稱、位址或所有權的變更；或者對 CSA 集團認證產品的分銷所使用的品牌或名稱的任何更改。貴方將以我們要求的格式提供任何此類變更相關的證明。

8. Advertising

8. 廣告

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 只有在收到我們的書面認證確認後，且只有在 GSA 和本《認證條款》有效的期間，貴方才可以在廣告或宣傳材料或其他文檔中與 CSA 目前記錄在案的認證產品相關聯而使用認證標誌。貴方可以將這些產品稱為「CSA 認證®」或「CSA 認證」產品，但貴方不得以其他方式使用或複製我們的商標，或明示或暗示貴方的產品獲得我們認可或背書。

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

8.2 除表明產品獲得 CSA 集團認證之外，貴方不得透過公開聲明暗示其他任何內容。

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 貴方對認證的任何聲明必須與認證範圍一致，且不會對公眾產生誤導。

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 根據我們的要求，貴方將修改或停止發佈我們認為不當的所有廣告、促銷或其他活動，且所有費用都由貴方自行承擔。此等義務要求貴方指示按貴方的要求行事的協力廠商採取同樣的行動。

9. Labels

9. 標籤

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 如果貴方獲得我們的授權使用標籤將認證標誌附加到產品上，則：(i) 我們可自行酌情決定，標籤必須直接從 CSA 集團採購，或根據適用的計畫從我們授權的標籤製造商採購；(ii) 未經我們明確的事先書面同意，貴方不得印刷或允許協力廠商印刷標籤；(iii) 標籤只能在設施內、或按我們書面授權的方式附加。標籤必須始終按照我們自行酌情確定的相關計畫的規定使用。

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

9.2 在第 10 條所述的糾正措施未果之前，我們可能會收回並持有標籤。

10. Complaints, Incidents and Corrective Action

10. 投訴、事故和糾正措施

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 貴方必須記錄貴方瞭解到的、與認證要求的合規相關的所有投訴，並且必須根據要求向我們提供這些記錄。

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 貴方必須立即通知我們與認證產品相關的涉及人員傷亡，財產損失或潛在危險的報告或事故。作為認證機構，我們遵守基於監管或認證的協力廠商報告義務，即使貴方的產品未獲得我們的認證。

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 我們可能會根據認證要求調查與認證產品相關的投訴和事件。貴方必須配合我們的調查，如適用，貴方將採取我們所要求的糾正措施（費用由貴方承擔）以確保認證產品符合認證要求，或以其他必要方式處理任何潛在危險。

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 在不限定上述規定的前提下，貴方必須對影響認證要求的、認證產品的投訴和缺陷採取適當的措施。貴方必須立即通知我們任何未決的召回或其他糾正措施。貴方必須記載並保留糾正措施的記錄，並在我們要求時立即向我們提供此類記錄。

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 對於相關的產品，如果此類產品未透過其年度合規測試或需要以其他方式處理任何潛在危害，貴方將應我們的要求採取糾正措施。

11. Term, Termination, Cancellation of Certification and Survival

11. 期限、終止、取消認證和繼續有效

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《認證條款》持續有效，直至一方提前（30）天書面通知相對方終止本《認證條款》或 GSA 終止（以較早者為準），。

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 我們可以在提前三十（30）天書面通知後暫停、撤回或撤銷對任何產品的認證。發生此類暫停、撤回或撤銷或本《認證條款》或 GSA 終止後（以較早者為準），貴方同意立即採取以下行動：停止在廣告或公開說明中提及產品認證事宜；返還所有認證相關文檔和 CSA 集團智慧財產權（定義見《全球服務協議》），包括標籤；並採取我們要求的任何其他措施。我們保留要求對包含認證標誌的產品進行跟蹤和銷毀的權利。貴方將指示協力廠商，包括被授權使用認證標誌的設施和互聯網服務提供者如此行事，以遵守本條的要求。

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 我們不對直接的、間接的、附帶的、後果性的或懲罰性損害負責，包括暫停、撤回或撤銷產品認證或 GSA 或本《認證條款》終止所導致的財務或經濟損失的損害賠償。

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 在暫停、撤回、撤銷或終止後，貴方將允許我們和我們的授權代表對過去或目前製造或存儲產品的設施進行檢查，以驗證貴方不再使用我們的認證標誌或其他智慧財產權。本條、第 2,8 條以及第 10 條將在本《認證條款》終止後繼續有效。

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《認證條款》將對未受暫停、撤回、撤銷或終止影響的任何認證產品繼續有效。

12. Appeal of Certification Decisions

12. 對認證決定的申訴

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.

貴方將受 CSA 集團書面申訴程序的排他性約束。決定對貴方和 CSA 集團具有約束力。申訴程序不適用於糾正措施。

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

13. 如任何條款的中文版與英文版不一致，應以英文版為準。