



Global Service Agreement 全球服务协议

1. General

总则

- 1.1 This Global Service Agreement ("GSA") applies to all 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"). Each type of service, whether testing, inspection or evaluation, may have additional terms applicable to you. Your contracted services may be with a different CSA Group contracting party ("Contracting Party"), each as identified in the quotation.
本《全球服务协议》(简称"GSA")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。对于每一种服务(无论系测试、检验还是评估),附加条款还可能适用于贵方。贵方所购买的服务可能由其他 CSA 集团缔约方(简称"缔约方")提供,每一缔约方均由《报价单》指定。
- 1.2 The quotation and any additional service terms or service schedules referenced in the quotation (or other similar document) form part of the GSA and are entered into between you and the CSA Group entity identified on the quotation. Different or conflicting purchase order terms proposed by you are expressly rejected, and the GSA will prevail. We abide by the CSA Group Code of Conduct (available at our website, or the link: www.csagroup.org/about-csa-group/code-of-conduct/) in lieu of any code of conduct documents proposed by you.
《报价单》及《报价单》中提及的任何附加服务条款或服务附表(或其他类似文件)构成《全球服务协议》的组成部分,并由贵方与《报价单》中注明的 CSA 集团实体签署。如果贵方所提议的订单条款与《全球服务协议》不一致或存在冲突,则我们明确拒绝接受此等条款,此等情形下应以《全球服务协议》为准。我们遵守《CSA 集团行为准则》(详见我们的官网或者点击 www.csagroup.org/about-csa-group/code-of-conduct/),而非贵方所提议的任何行为准则文件。
- 1.3 The GSA comes into effect upon your acceptance of our quotation (or written offer) or upon commencement of the services you requested, whichever is sooner.
贵方接受我们的《报价单》(或书面要约)或者我们开始提供贵方请求我们提供的服务时(以较早者为准),《全球服务协议》即生效。
- 1.4 If you would like to have agents act on your behalf, you must first request our written approval.
如果贵方欲指定代理人代表贵方行事,则贵方须事先获得我们的书面批准。

2. Services

服务

- 2.1 We provide services in accordance with the care customary in the applicable certification, testing, inspection, or evaluation industry.
我们遵照相关认证、测试、检验或评估行业通用的注意标准提供服务。
- 2.2 Service timelines are estimates only and are not binding on us. Timelines may be extended at our discretion for reasons such as: we do not receive samples and supporting documentation from you in appropriate condition or in a timely manner; we do not receive any required permits or clearances from third parties in a timely manner; your product, in our opinion, requires re-testing owing to non-compliance with applicable requirements; or you request additional services.
服务时间表仅系估计,不对我们产生约束力。我们有权基于一些原因自行酌情决定将时间表延期,此等原因包括贵方向我们提供的样品和支持文件不符合适当的条件,或者我们未及时收到贵方所提供的样品和支持文件;我们未及时收到第三方提供的任何必需的许可或批准;我们认为贵方的产品因不符合相关要求而需重新测试;或者贵方要求我们提供其他服务。
- 2.3 You must notify us in writing of any perceived deficiencies in the services within thirty (30) days of delivery of service results; otherwise you will be deemed to have accepted the results, including our opinions and findings.
如果贵方认为服务存在任何瑕疵,则贵方须于我们交付服务结果后三十(30)日内通知我们;否则,贵方将被视为已接受此等结果(包括我们的意见和结论)。
- 2.4 You must notify us prior to the start of the services if your product was previously submitted to us or another testing, inspection or evaluation body.
如果贵方此前曾向我们或其他测试、检验或评估机构提供过贵方的产品,则贵方须于我们开始提供服务前通知我们。

3. Payments and fees

支付与费用

- 3.1 You are responsible for all charges pertaining to customs, duties, shipping, insurance, and taxes (other than taxes based on our income).
贵方须承担与海关、关税、运输、保险和税费(我们应缴纳的所得税除外)相关的所有费用。
- 3.2 Our quotation may require deposits or payments in advance for certain services.
对于某些服务,我们的《报价单》可能会要求贵方支付订金或预付款。
- 3.3 Additions, reductions or changes to the services, including alternative construction or materials testing, administrative changes, additional model numbers, file transfers or work performed outside the normal working day will result in additional fees. Our quotation may specify your responsibility for the reasonable travel and accommodation costs of our personnel. If you want to witness our tests, we may charge you additional fees to cover staffing and scheduling requirements.
增加、减少或变更服务(包括替代结构或材料的测试、管理变更、增加模型数量、案卷转让或者在正常工作日外开展工作)将导致费用增加。我们的《报价单》可能还会注明应由贵方承担的、我们的人员所发生的合理差旅费和住宿费。如果贵方欲亲自到场见证我们的测试过程,我们可能会向贵方收取附加费用,以满足人员配置和时间安排的要求。
- 3.4 Payments are due thirty (30) days from date of invoice, or as otherwise specified on quotation or invoice, in the currency indicated on the quotation or invoice, free of bank charges or offsets. If you dispute any portion of an invoice, you must advise us in writing of your specific dispute within twenty days of the invoice date, and you must promptly pay the undisputed portion of the invoice. Past due payments will accrue service charges of 1.5% per month, or the maximum interest rate allowed by law, whichever is lower. We reserve the right to cease any or all work for you until invoice disputes are resolved or your late payments are received by us.
款项于发票开具日后第三十(30)日(或者《报价单》或发票上注明的其他日期)到期;贵方应以《报价单》或发票上注明的货币付款;款项不包含银行费用,不得

进行抵销。如果贵方对发票的任何部分有异议，贵方须于发票开具日后二十日内将贵方所持具体异议书面告知我们，并且贵方须及时支付发票中无异议的部分。逾期款项应按照每月 1.5% 或者法律允许的最高利率（以较低者为准）计算服务费。在发票争议解决前或者我们收到贵方支付的逾期款项前，我们保留停止为贵方开展任何或所有工作的权利。

3.5 **Payment in full will be required if you cancel or postpone services less than 1 week prior to commencement of pre-booked services.**

如果贵方于我们开始提供贵方预定的服务前 1 周内取消服务或将服务延期，则贵方须全额付款。

3.6 **You will reimburse us for our costs to respond to subpoenas directed to your product.**

如果法院就贵方的产品发出传票，则贵方须赔偿我们因应对此等传票而发生的费用。

4. Accuracy of Information, Samples, Third party materials

信息的准确性、样品与第三方材料

4.1 **You acknowledge that the usefulness of test data and reports is dependent upon our receipt of accurate, complete and representative information from you.**

贵方确认，测试数据和报告的有效性取决于我们从贵方收到的信息是否准确、完整且具有代表性。

4.2 **You will provide us with: all necessary safety information relating to materials handling, storage, disassembly, testing, and disposition of samples; and information as necessary for compliance with federal, regional and local environmental (or other mandatory) laws. Where applicable, you will also provide us with material safety data sheets (MSDS), waste manifests, or local equivalents, and you must notify us in writing prior to shipment if a sample contains declarable substances, PCBs, asbestos, lithium batteries, mercury, radioactive, biomedical, toxic or other hazardous materials, or contains or produces hazardous substances or contaminants.**

贵方应向我们提供与样品的材料处理、储存、拆卸、测试和处置相关的所有必要的安全信息；以及遵守联邦、地区或当地环境法律（或其他强制性法律）所必需的信息。如适用，贵方还应向我们提供材料安全数据表（简称“MSDS”）、废物清单或当地类似文件；如果样品中包含需申报的物质、多氯联苯（PCB）、石棉、锂电池、水银、具有放射性、生物医药类、具有毒性的物质或其他有害材料，或者包含或能够产生有害物质或污染物，则贵方须于开始运输前书面告知我们。

4.3 **Delivery and return of samples and materials derived from samples are at your risk and expense. Delivery of samples to us must be prepaid. You must pack samples in accordance with applicable regulatory requirements, including (where relevant) requirements for the transport of dangerous goods. You acknowledge that samples may be damaged or destroyed during testing or evaluation. If you fail to remove samples from our premises upon completion of the services, we may dispose of the samples and charge you a disposal fee.**

因交付和返还样品及样品所产生的材料而产生的风险和费用由贵方承担。贵方应预付向我们交付样品所需的费用。贵方在包装样品时须遵守相关监管要求，包括危险货物运输要求（如适用）。贵方确认，在进行测试或评估的过程中，样品可能会遭损毁。如果贵方未能于我们完成服务后将样品从我们的场所中移出，则我们有权处置样品，并向贵方收取处置费。

4.4 **We may, at our discretion, rely on third party reports or data provided by you. We will examine the reports or data as required under the terms of our accreditation or if expressly requested by you.**

我们有权自行酌情决定依赖贵方所提供的第三方报告或数据。如果我们的认证条款规定我们须检查报告或数据，或者贵方明确请求我们检查报告或数据，则我们将检查报告或数据。

5. Access to Your Facilities, Your Cooperation.

对贵方设施的访问权，贵方应提供的配合。

5.1 **You must cooperate with us. You will provide the name of a contact person available during local business hours who is entitled to represent you in association with the services, whether at our premises or your premises and Facilities.**

贵方须配合我们的工作。贵方应提供一名联系人的姓名；此等联系人应有权就服务在我们的场所或者贵方的场所和设施中代表贵方行事，我们应能够在当地工作时间内与此等联系人取得联系。

5.2 **For inspections, investigations or services that are performed at your premises or at a third party facility (e.g. subcontractor) (together, the "Facilities"), it is your responsibility to provide our representatives and, if applicable, accreditation personnel with: prompt, safe access to: Facilities; relevant equipment; information; your personnel, including qualified personnel on-site to support the services; and, at your expense, personal protective equipment and on-site safety training. You agree that our personnel may take photographs of products in the course of providing services on your premises.**

如果检验、调查或服务系在贵方的场所或在第三方设施（例如分包商）（合称“设施”）中开展，则贵方须使我们的代表及认证人员（如适用）能够及时且安全地访问或取得：设施、相关设备、信息、贵方的人员（包括能够为服务提供支持的合格现场人员）以及个人安全防护设备和现场安全培训（费用由贵方承担）。贵方同意，我们的人员在贵方的场所中提供服务时，有权拍摄产品的照片。

5.3 **We will give consideration to reasonable, advance written requests from you to consider your safety-related terms in connection with entry to Facilities.**

Otherwise, our representatives will not be required to sign any waiver, declaration or agreement, or provide personal information other than name, title, business address and business contact information, as a condition of entry to Facilities. You acknowledge that any document signed contrary to this provision will be of no force or effect.

如果贵方就进入设施合理提前地向我们发出书面请求，要求我们考虑贵方与安全相关的条件，则对于此等请求我们会加以考虑。除此以外，贵方不得要求我们的代表签署任何豁免、声明或同意书，或要求我们的代表提供个人信息（姓名、职务、办公地址和办公联系方式除外），并以此作为允许我们的代表进入设施的前提条件。贵方确认，违反本条而签署的任何文件均无效且不生效。

6. Confidentiality

保密

6.1 **We will treat as confidential: (i) your business and technical information; (ii) information about your identifiable employees and customers; and (iii) your identifiable test data and results arising from the services, unless otherwise provided in program-specific terms (collectively, the "Confidential Information").**

我们会对以下事项保密：（i）贵方的商业信息和技术信息；（ii）与贵方的可识别身份的雇员和客户相关的信息；以及（iii）服务所产生的贵方的可识别身份的测试数据和结果（合称“保密信息”），但特定项目条款中有相反约定的除外。

6.2 **Confidential Information does not include information that: (i) was in our possession before receipt from you; (ii) is or becomes a matter of public knowledge through no fault of ours; (iii) is obtained by us from a third party that is legally free to pass on the information; or (iv) is independently developed by us.**

保密信息不包括以下信息：（i）我们在收到贵方发送的信息前已经掌握的信息；（ii）非因我们的过错而是或变得为公众所知的信息；（iii）我们从第三方获得的信息，并且此等第三方可合法向我们传递此等信息；或者（iv）我们独立开发的信息。

6.3 **We will protect the Confidential Information using the same degree of care, but no less than a reasonable degree of care, as we use to protect our own confidential information of a like nature. We will not disclose the Confidential Information to third parties without obtaining your written permission, except: (i) to**

our parent, subsidiary and affiliated entities, our authorized sub-contractors, and others that provide data management, financial, administrative, legal or testing and related services, provided such parties are bound by obligations of confidentiality; (ii) as necessary, during the course of factory inspections, to personnel that produce your product; (iii) if you are a component manufacturer, third parties that submit a product containing the component for certification may be advised of the certification status of the component; (iv) where disclosure is required by law or in connection with legal proceedings, or under the terms of our accreditation; or requested by a regulatory authority, accreditation or assessment body; or (v) where disclosure is, in our reasonable opinion, necessary to warn the public of a potential hazard.. In any event, when permitted, we will make reasonable efforts to notify you of our intention to disclose the Confidential Information. Our obligations under this section will expire five (5) years after date of our receipt of your Confidential Information.

我们将以我们在保护自己的、同类性质的保密信息时所采用的注意程度（此等注意程度不低于合理的注意程度）保护保密信息。未经贵方书面许可，我们不会向第三方披露保密信息，但以下情形除外：（i）向我们的母公司、子公司、关联实体、经我们授权的分包商以及提供数据管理、财务、行政、法律或测试服务及相关服务的其他方进行披露（前提是其受保密义务约束）；（ii）如有必要，在进行设施检查过程中，向生产贵方产品的人员进行披露；（iii）如果贵方系部件生产商，则对于提交包含此等部件的产品以供认证的第三方，我们可能会告知其此等部件的认证状态；（iv）披露系法律所要求，或者与法律程序相关，或者系根据我们的认证条款进行，或者系监管机构、认证机构或评估机构所要求；或者（v）我们合理认为，披露系就某一潜在危险向公众示警所必需。在任何情形下，如果情况允许，我们会尽合理努力将我们拟披露保密信息的意图通知贵方。我们在本条款下的义务将于我们收到贵方的保密信息之日起届满五（5）年后失效。

6.4 We will keep copies of all materials provided by you, including Confidential Information for accreditation purposes and to document the services provided to you. 我们将保留贵方所提供的所有材料的副本，包括用于认证的保密信息，以及用于记录我们向贵方提供的服务的所有材料。

6.5 We reserve the right to aggregate and utilize all non-identifiable test data from services provided to you. 对于我们因向贵方提供服务而产生的非可识别身份的测试数据，我们保留汇总和使用所有此等数据的权利。

7. Intellectual property 知识产权

7.1 Our intellectual property includes various copyrights, trademarks, service marks and certification marks (the "Intellectual Property"). Except for limited rights that we may grant to you in specific service addenda, you have no rights to use our Intellectual Property. You will not dispute or interfere with the ownership or the validity of our intellectual property rights.

我们的知识产权包括各种著作权、商标、服务商标和认证标志（简称“知识产权”）。除特定服务附录中我们授权给贵方的有限权利外，贵方无权使用我们的知识产权。贵方不得对我们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。

7.2 If granted permission to use or reproduce our trade-marks or certification marks, you must not alter the appearance of such marks or use them in combination with other designs to create a new logo or trade-mark. You must not tamper with, alter, or remove any labels applied to a product by us, and must use labels, trade-marks and certification marks strictly in accordance with any instructions or guidelines provided by us. Upon termination of the GSA, We reserve the right to remove any labels that contain our trade-marks or certification marks from your possession. You must not use our Intellectual Property in a way that misrepresents the results of the services and will immediately discontinue such use upon written notice from us.

如果我们允许贵方复制我们的商标或认证标志，则贵方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。对于我们在产品上使用的标签，贵方不得进行篡改、变更和移除，且贵方须严格按照我们所提供的说明或指南使用标签、商标和认证标志。对于包含我们的商标或认证标志的标签，《全球服务协议》终止后，我们保留要求贵方返还所有此等标签的权利。贵方在使用我们的知识产权的过程中不得歪曲服务结果，且贵方应于收到我们的书面通知后立即停止此等使用。

7.3 If you provide us with your materials or third party materials, including test reports, products, samples, information or data to support the services, you grant us a license to use these materials for purposes of providing services, and warrant that you have the right to make the disclosures.

如果贵方向我们提供贵方的材料或第三方材料（包括测试报告、产品、样品、信息或数据）以为服务提供支持，则贵方授予我们将此等材料用于提供服务的许可，并且贵方保证贵方有权进行此等披露。

7.4 You agree that monetary damages may not be a sufficient remedy for violations of our intellectual property rights, and we are entitled to injunctive relief, without the need to post any bond or prove actual damage, in addition to other remedies available at law.

贵方同意，如果贵方侵犯我们的知识产权，则金钱损害赔偿可能不构成充分救济；除法律规定的任何其他救济外，我们还获得强制令救济，并且我们无需提供保证金，亦无需证明存在实际损害。

8. Term and Termination 期限与终止

8.1 The GSA remains in effect until terminated by either party upon thirty (30) days' written notice to the other party.. 任何一方有权经提前三十（30）日事先通知对方终止《全球服务协议》；在此之前，《全球服务协议》始终有效。

8.2 We may terminate the GSA immediately upon written notice if: (i) you do not rectify a breach of your obligations, representations or warranties under the GSA; (ii) you do not provide samples, supporting documentation, clearances, facility access or other materials deemed necessary by us for performance of the services; (iii) you terminate or cease to carry on all or any material part of your business; (iii) you do not pay your debts when due or otherwise become insolvent or admit your insolvency; or (iv) services are delayed for any reason outside our control for more than three (3) months.

如果出现以下情形，则我们有权经书面通知贵方后立即终止《全球服务协议》：（i）贵方违反贵方在《全球服务协议》项下的义务、陈述或保证，并且未改正此等违反；（ii）贵方未提供我们认为提供服务所必需的样品、支持文件、许可、设施访问权或其他材料；（iii）贵方终止或停止开展全部或任何重要的部分业务；（iii）贵方未支付到期债务，或者因其他原因变得资不抵债，或者承认处于资不抵债的状态；或者（iv）因我们所无法控制的原因导致服务延期超过三（3）个月。

8.3 You agree to pay for services performed by us up to the date of termination of the GSA. 贵方同意就截至《全球服务协议》终止之日我们所提供的服务付款。

8.4 We will not be liable for direct or indirect damages arising out of termination of the GSA. 对于贵方因《全球服务协议》终止而遭受的直接或间接损害，我们不承担责任。

9. Indemnity and Insurance 赔偿与保险

9.1 You agree to indemnify, hold harmless, and defend, CSA Group Testing & Certification Inc., its parent, affiliates and subsidiaries, and their respective directors, officers, members, agents, contractors and employees (collectively, the "CSA Included Parties") against losses and expenses, including reasonable legal fees, arising out of claims relating to: (i) your unauthorized use of Intellectual Property or intellectual property belonging to a third party; (ii) damage to property of, or injury (including death) to, CSA Included Parties attributable to negligent or willful acts or omissions of you and/or your representatives; (iii) the design, testing, manufacture, marketing, sale or end use of your products or services (including your use of Intellectual Property); or (iv) data provided by you, unless caused by a

CSA Included Party's sole negligence.

对于 CSA Group Testing & Certification Inc. 及其母公司、关联方、子公司以及其各自的董事、高管、成员、代理人、承包商和雇员（合称“CSA 相关方”）因与以下事项相关的索赔而遭受的损失和产生的费用（包括合理的律师费），贵方同意对 CSA 相关方进行赔偿，使其免于受损，并为其进行抗辩：（i）贵方未经授权使用知识产权或者第三方的知识产权；（ii）CSA 相关方因贵方和/或贵方代表的疏忽、故意或过失而遭受的财产损失或人身损害（包括死亡）；（iii）设计、测试、生产、营销、销售或最终使用贵方的产品或服务（包括贵方使用知识产权）；或者（iv）贵方所提供的数据，完全因 CSA 相关方过失而引起的索赔除外。

9.2 We agree to indemnify you, your affiliates and subsidiaries, and your respective directors, officers, members, agents and employees (collectively, "Your Included Parties") against injury, loss, liability, costs and expenses, arising out of third party claims for damage to property or personal injury (including death) to the extent caused by the negligent or willful acts or omissions of our representatives while performing services at Your Included Parties' site or Facilities.

如果我们的代表在贵方及贵方的关联方、子公司以及贵方各自的董事、高管、成员、代理人、承包商和雇员（合称“贵方的相关方”）的场所或设施中提供服务时存在疏忽、故意行为或过失，并因此导致第三方提起财产损失或人身损害（包括死亡）索赔，则对于贵方的相关方因此等第三方索赔而遭受的人身损害和损失，以及由此产生的责任、费用和支出，我们同意对贵方的相关方进行赔偿。

9.3 You will maintain adequate insurance to cover your obligations under the GSA. You will provide us with evidence of this insurance upon request.

贵方应充分投保，以涵盖贵方在《全球服务协议》项下的义务。一经我们请求，贵方应立即向我们提供此等保险的证明。

9.4 We will maintain insurance coverage with limits we deem reasonable to cover our obligations under the GSA.

我们会投保保险，保险金额以我们所认为的、为涵盖我们在《全球服务协议》项下的义务所合理必需的金额为准。

10. Limitation of Liability

责任限制

10.1 Except for our obligations under Section 9, Indemnity and Insurance, our aggregate liability under the GSA will not exceed the fees paid by you under this quotation for the preceding 12 months.

除我们在第 9 条“赔偿与保险”项下的义务外，我们在《全球服务协议》项下的责任总额不得超过贵方在此前 12 个月内根据本《报价单》所支付的费用。

10.2 Neither of us will be liable to the other for any indirect, special, incidental, consequential or punitive damages or for any financial or economic loss, except as arising out of any misuse by you of Intellectual Property or intellectual property belonging to a third party.

任何一方均不对相对方所发生的任何间接的、特殊的、附带的、结果性或惩罚性的损害或者任何财务或经济损失承担责任，但我们因贵方不当使用知识产权或第三方的知识产权而发生的此等损害或损失除外。

10.3 The limitations of liability in this section are for the benefit of all CSA Group legal entities (each of whom is a third party beneficiary) and constitute our total liability to you, and the limitations of liability apply regardless of the nature of the claim, whether in contract, tort (including negligence), statutory or otherwise.

本条中的责任限制系为所有 CSA 集团法律实体而设（每一此等法律实体均系第三方受益人）并构成我们对贵方承担的责任总额；无论索赔系何种性质，无论索赔是基于合同、侵权（包括疏忽）、制定法或者其他理由，此等责任限制均适用。

11. Service Warranty

服务保证

11.1 You accept the risk of the usefulness of the services, including test results. We do not warrant that we will issue or maintain a certificate, label, or provide any particular result from the services. We do not warrant or guarantee that our opinions or our findings will be recognized or accepted by third parties. Provision of a certificate, report or program label to you does not imply general approval or endorsement of your product by us.

贵方接受服务（包括测试结果）的有用性风险。我们并不保证会基于服务出具或维持认证或标签或提供任何特定的结果。我们并不保证或担保第三方会认可或接受我们的意见或结论。我们向贵方提供认证、报告或项目标签并不意味着我们为贵方的产品提供一般性的认可或背书。

11.2 Labels, reports or certificates provided to you indicate compliance of your sample at the time of testing, inspection or evaluation, and we accept no responsibility for compliance of your product after our services have been provided.

我们向贵方提供标签、报告或认证意味着贵方的样品在测试、检验或评估时合规；对于我们完成服务后贵方的产品的合规性，我们不承担责任。

11.3 Except as expressly set out in the GSA, services are provided as-is. If we fail to provide services to you with the care customary in the certification and testing industry, as established by national and international standards and accreditation requirements, and have complied with the notice requirement in Section 2.3, we will, at our discretion: re-perform the applicable services at our cost; or, subject to Section 10.1, refund fees paid for services performed.

除《全球服务协议》有明确约定外，我们根据“现状”原则提供服务。如果我们在向贵方提供服务时未遵守认证和测试行业通用的注意标准（即国家标准、国际标准和认证要求所确立的注意标准），但我们已遵守第 2.3 条中的通知要求，则我们将自行酌情决定重新提供相关服务（费用由我们承担）或者（受制于第 10.1 条）退还贵方就我们已提供的服务而支付的费用。

11.4 To the extent permitted by law, OUR LIABILITY UNDER THIS SECTION WILL BE IN LIEU OF ANY REPRESENTATION, WARRANTY OR CONDITION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

在法律允许的范围内，我们在本条项下的责任将取代我们就服务所作出的任何陈述、保证或条件，无论此等陈述、保证或条件系明示、默示还是法定的，包括任何默示的质量保证、适销性保证或者适用于特定用途的保证。

12. Notification of Incidents, Records of Product Location

事件通知、产品所在地记录

12.1 You will notify us immediately of any reports or incidents of injury, property damage, or potential hazards associated with products submitted to us for testing. You acknowledge that CSA Group legal entities are certification bodies and comply with regulatory or accreditation-based reporting obligations even if your product is not certified.

如果存在任何与贵方提交给我们进行测试的产品相关的人身损害、财产损失或潜在危险，则贵方应立即将与此等损害、损失或危险相关的报道或事件告知我们。贵方确认，CSA 集团法律实体系认证机构，即使贵方的产品未获得认证，我们亦须履行监管方面的、或基于认证的报告义务。

13. General Terms

通用条款

13.1 The remedies in the GSA will be your sole and exclusive remedies.

《全球服务协议》中的救济系贵方所享有的全部救济，此等救济具有排他性。

13.2 Notice under the GSA must be in writing and delivered to the other party at its address as set out on the quotation, or other substitute address provided to the other in writing. Each party is responsible for providing the other with accurate contact information. To be effective, all Notices to CSA Group must be copied to: General Counsel, CSA Group, 178 Rexdale Boulevard, Toronto, Ontario Canada M9W 1R3, Notice may be given by registered mail, express delivery service, or email. Notice sent by registered mail or express delivery will be deemed effective upon receipt. Notice given by email will be deemed effective 72 hours after confirmed receipt.

根据《全球服务协议》发出的通知须以书面形式作出，并应送达至《报价单》上注明的相对方地址或者相对方书面提供的其他替代地址。任何一方均有义务向相对方提供准确的联系方式。所有向 CSA 集团送达的通知须抄送给以下人士（此系通知生效的前提条件）：CSA 集团总法律顾问，地址：178 Rexdale Boulevard, Toronto, Ontario Canada M9W 1R3。通知可以挂号信、快递或电子邮件的形式发出。通过挂号信或快递发出的通知应被视为于接收时生效。通过电子邮件发出的通知应被视为于确认接收后届满 72 小时后生效。

13.3 You acknowledge that we do not provide services for protected technology or data under the definition of U.S. ITAR or other export control programs. You will advise us prior to your disclosure of any information that is subject to applicable government controls, including U.S. export control classifications other than EAR 99. You warrant that you will not cause us to violate any export or trade law or other economic sanction.

贵方确认，我们所提供的服务不属于美国《国际武器贸易条例》（ITAR）或其他出口管制项目所定义的保护类技术或数据。

对于受到相关政府管制的信息（包括 EAR 99 以外的美国出口管制类别），贵方应于披露任何此等信息前告知我们此等情形。贵方保证，贵方不会导致我们违反任何出口法律、贸易法律或其他经济制裁措施。

13.4 The GSA may not be assigned by you without our prior written consent. Amendments are only effective if agreed in writing by duly authorized representatives of both parties. The GSA will be binding upon the parties' respective successors and permitted assigns. The parties are independent contractors and do not have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.

未经我们事先书面同意，贵方不得转让《全球服务协议》。未经双方合法授权的代表书面同意，对《全球服务协议》的修改无效。《全球服务协议》对双方各自的继受者和许可受让人具有约束力。双方系独立的缔约方，且均不享有任何代表相对方行事或为向对方创设任何明示或默示的义务的权利、权力或授权。

13.5 Each CSA Group Contracting Party shall be an intended third-party beneficiary of the applicable quotation and service schedules, and shall be entitled to enforce the provisions of the quotation and service schedules in its own name and for its own benefit. Otherwise, no other third party will benefit or have any rights or remedies.

每一 CSA 集团缔约方均系相关《报价单》和服务附录的预期第三方受益人，并有权以其自身名义、为其自身利益强制执行《报价单》和服务附录。但是，任何其他第三方均无权享受任何权益、权利和救济。

13.6 This GSA will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and you agree with us to irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario and any proceeding arising from the GSA will be held in Toronto.

本《全球服务协议》由安大略省的法律以及在安大略省适用的加拿大法律管辖；双方一致同意不可撤销地服从安大略省法院的排他管辖权；因《全球服务协议》而产生的任何法律程序均应在多伦多市进行。

13.7 The parties waive the right to jury trial. The parties will not be liable for delay or failure to perform the GSA attributable to force majeure events, the inability to obtain materials or personnel to perform the services, or other conditions beyond the reasonable control of either party. If any part of the GSA is held to be invalid by a court of competent jurisdiction, it will be severed from the GSA to the extent of the invalidity and the remainder of the GSA will continue in force. Failure or delay by us to exercise our rights under the GSA does not constitute a waiver of those rights.

双方放弃要求陪审团审判的权利。如果一方因不可抗力事件、无法获得提供服务所需的材料或人员或者出现其他不受任何一方合理控制的情况而迟延履行或未履行《全球服务协议》，双方均无须承担责任。如果《全球服务协议》的任何部分被具有管辖权的法院认定为无效，则在此等无效范围内，该部分应从《全球服务协议》中分割，《全球服务协议》的其他部分仍应继续有效。我们未行使或迟延履行我们在《全球服务协议》项下的权利不应构成我们放弃此等权利。

13.8 The GSA constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous discussions or agreements (including Product Service Agreements) except for non-disclosure agreements. Sections 6, 7, 8, 9, 10 and 11 survive termination of the GSA. In the event of conflict between the quotation, this GSA and specific service addendum terms, the specific service addendum terms prevail, followed by this GSA, then the quotation. Our exercise of any rights under the GSA does not limit its other legal rights or remedies.

《全球服务协议》构成各方就其标的事项所达成的完整协议，其取代任何此前进行的讨论或达成的协议（包括《产品服务协议》），但保密协议除外。第 6 条、第 7 条、第 8 条、第 9 条、第 10 条和第 11 条于《全球服务协议》终止后继续有效。如果《报价单》、本《全球服务协议》与特定服务附录的条款间存在冲突，则应优先适用特定服务附录的条款，其次适用本《全球服务协议》，最后适用《报价单》。我们行使《全球服务协议》项下的任何权利不对我们所享有的其他合法权利或救济产生限制。

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

如任何条款的中文版与英文版不一致，应以英文版为准。