



Global Service Agreement 全球服務協議

1. General

總則

- 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《全球服務協議》(簡稱"GSA")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。對於每一種服務(無論系測試、檢驗還是評估),附加條款還可能適用於貴方。貴方所購買的服務可能由其他 CSA 集團締約方(簡稱「締約方」)提供,每一締約方均由《報價單》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.
《報價單》及《報價單》中提及的任何附加服務條款或服務附表(或其他類似文檔)構成《全球服務協議》的組成部分,並由貴方與《報價單》中注明的 CSA 集團實體簽署。如果貴方所提議的訂單條款與《全球服務協議》不一致或存在衝突,則我們明確拒絕接受此等條款,此等情形下應以《全球服務協議》為準。我們遵守《CSA 集團行為準則》(詳見我們的官網或者點擊 www.csagroup.org/about-csa-group/code-of-conduct/),而非貴方所提議的任何行為準則文件。
- 1.3 The GSA comes in to effect upon your acceptance of our quotation (or written offer) or upon commencement of the services you requested, whichever is sooner. 貴方接受我們的《報價單》(或書面要約)或者我們開始提供貴方請求我們提供的服務時(以較早者為準),《全球服務協議》即生效。
- 1.4 If you would like to have agents act on your behalf, you must first request our written approval.
如果貴方欲指定代理人代表貴方行事,則貴方須事先獲得我們的書面批准。

2. Services

服務

- 2.1 We provide services in accordance with the care customary in the applicable certification, testing, inspection, or evaluation industry.
我們遵照相關認證、測試、檢驗或評估行業通用的注意標準提供服務。
- 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.
服務時間表僅係估計,不對我們產生約束力。我們有權基於一些原因自行酌情決定將時間表延期,此等原因包括貴方向我們提供的樣品和支持文檔不符合適當的條件,或者我們未及時收到貴方所提供的樣品和支持文檔;我們未及時收到協力廠商提供的任何必需的許可或批准;我們認為貴方的產品因不符合相關要求而需重新測試;或者貴方要求我們提供其他服務。
- 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.
如果貴方認為服務存在任何瑕疵,則貴方須於我們交付服務結果後三十(30)日內通知我們;否則,貴方將被視為已接受此等結果(包括我們的意見和結論)。
- 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.
如果貴方此前曾向我們或其他測試、檢驗或評估機構提供過貴方的產品,則貴方須於我們開始提供服務前通知我們。

3. Payments and fees

支付與費用

- 3.1 You are responsible for all charges pertaining to customs, duties, shipping, insurance, and taxes (other than taxes based on our income).
貴方須承擔與海關、關稅、運輸、保險和稅費(我們應繳納的所得稅除外)相關的所有費用。
- 3.2 Our quotation may require deposits or payments in advance for certain services.
對於某些服務,我們的《報價單》可能會要求貴方支付訂金或預付款。
- 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、減少或變更服務(包括替代結構或材料的測試、管理變更、增加模型數量、案卷轉讓或者在正常工作日外開展工作)將導致費用增加。我們的《報價單》可能還會注明應由貴方承擔的、我們的人員所發生的合理差旅費和住宿費。如果貴方欲親自到場見證我們的測試過程,我們可能會向貴方收取附加費用,以滿足人員配置和時間安排的要求。
- 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.
款項於發票開具日後第三十(30)日(或者《報價單》或發票上注明的其他日期)到期;貴方應以《報價單》或發票上注明的貨幣付款;款項不包含銀行費用,不得進行抵銷。如果貴方對發票的任何部分有異議,貴方須於發票開具日後二十日內將貴方所持具體異議書面告知我們,並且貴方須及時支付發票中無異議的部分。逾期款項應按照每月 1.5% 或者法律允許的最高利率(以較低者為準)計算服務費。在發票爭議解決前或者我們收到貴方支付的逾期款項前,我們保留停止為貴方開展任何或所有工作的權利。

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.

如果貴方於我們開始提供貴方預定的服務前 1 周內取消服務或將服務延期，則貴方須全額付款。

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

如果法院就貴方的產品發出傳票，則貴方須賠償我們因應對此等傳票而發生的費用。

4. Accuracy of Information, Samples, Third party materials

資訊的準確性、樣品與協力廠商材料

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.

貴方確認，測試資料和報告的有用性取決於我們從貴方收到的資訊是否準確、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 datasheets(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.

貴方應向我們提供與樣品的材料處理、儲存、拆卸、測試和處置相關的所有必要的安全資訊；以及遵守聯邦、地區或當地環境法律（或其他強制性法律）所必需的資訊。如適用，貴方還應向我們提供材料安全資料表（簡稱“MSDS”）、廢物清單或當地類似文檔；如果樣品中包含需申報的物質、多氯聯苯（PCB）、石棉、鋰電池、水銀、具有放射性、生物醫藥類、具有毒性的物質或其他有害材料，或者包含或能夠產生有害物質或污染物，則貴方須於開始運輸前書面告知我們。

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.

因交付和返還樣品及樣品所產生的材料而產生的風險和費用由貴方承擔。貴方應預付向我們交付樣品所需的費用。貴方在包裝樣品時須遵守相關監管要求，包括危險貨物運輸要求（如適用）。貴方確認，在進行測試或評估的過程中，樣品可能會遭損毀。如果貴方未能於我們完成服務後將樣品從我們的場所中移出，則我們有權處置樣品，並向貴方收取處置費。

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.

我們有權自行酌情決定依賴貴方所提供的協力廠商報告或資料。如果我們的認證條款規定我們須檢查報告或數據，或者貴方明確請求我們檢查報告或數據，則我們將檢查報告或數據。

5. Access to Your Facilities, Your Cooperation.

對貴方設施的訪問權，貴方應提供的配合。

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.

貴方須配合我們的工作。貴方應提供一名聯絡人的姓名；此等聯絡人應有權就服務在我們的場所或者貴方的場所和設施中代表貴方行事，我們應能夠在當地工作時間內與此等聯絡人取得聯絡。

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.

如果檢驗、調查或服務是在貴方的場所或在協力廠商設施（例如分包商）（合稱「設施」）中開展，則貴方須使我們的代表及認證人員（如適用）能夠及時且安全地訪問或取得：設施、相關設備、資訊、貴方的人員（包括能夠為服務提供支援的適格現場人員）以及個人安全防護設備和現場安全培訓（費用由貴方承擔）。貴方同意，我們的人員在貴方的場所中提供服務時，有權拍攝產品的照片。

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.

如果貴方就進入設施合理提前地向我們發出書面請求，要求我們考慮貴方與安全相關的條件，則對於此等請求我們會加以考慮。除此以外，貴方不得要求我們的代表簽署任何豁免、聲明或同意書，或要求我們的代表提供個人資訊（姓名、職務、辦公位址和辦公聯絡方式除外），並以此作為允許我們的代表進入設施的前提條件。貴方確認，違反本條而簽署的任何文檔均無效且不生效。

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”).

我們會對以下事項保密：(i) 貴方的商業資訊和技術資訊；(ii) 與貴方的可識別身份的雇員和客戶相關的資訊；以及 (iii) 服務所產生的貴方的可識別身份的測試資料和結果（合稱「保密資訊」），但特定專案條款中有相反約定的除外。

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.

保密資訊不包括以下資訊：(i) 我們在收到貴方發送的資訊前已經掌握的資訊；(ii) 非因我們的過錯而是或變為公眾所知的資訊；(iii) 我們從協力廠商獲得的資訊，並且此等協力廠商可合法地向我們傳遞此等資訊；或者 (iv) 我們獨立開發的資訊。

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 alike 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.

我們將以我們在保護自己的、同類性質的保密資訊時所採用的注意程度（此等注意程度不低於合理的注意程度）保護保密資訊。未經貴方書面許可，我們不會向協力廠商披露保密資訊，但以下情形除外：（i）向我們的母公司、子公司、關聯實體、經我們授權的分包商以及提供資料管理、財務、行政、法律或測試服務及相關服務的其他方進行披露（前提是其受保密義務約束）；（ii）如有必要，在進行設施檢查過程中，向生產貴方產品的人員進行披露；（iii）如果貴方系部件生產商，則對於提交包含此等部件的產品以供認證的協力廠商，我們可能會告知其此等部件的認證狀態；（iv）披露系法律所要求，或者與法律程序相關，或者系根據我們的認證條款進行，或者系監管機構、認證機構或評估機構所要求；或者（v）我們合理認為，披露系就某一潛在危險向公眾示警所必需。在任何情形下，如果情況允許，我們會盡合理努力將我們擬披露保密資訊的意圖通知貴方。我們在本條項下的義務將於我們收到貴方的保密資訊之日起屆滿五（5）年後失效。

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.

我們將保留貴方所提供的所有材料的副本，包括用於認證的保密資訊，以及用於記錄我們向貴方提供的服務的所有材料。

6.5 We reserve the right to aggregate and utilize all non-identifiable test data from services provided to you.

對於我們因向貴方提供服務而產生的非可識別身份的測試數據，我們保留匯總和使用所有此等數據的權利。

7. Intellectual property

智慧財產權

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.

我們的智慧財產權包括各種著作權、商標、服務商標和認證標誌（簡稱「智慧財產權」）。除特定服務附錄中我們授權給貴方的有限權利外，貴方無權使用我們的智慧財產權。貴方不得對我們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。

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.

如果我們允許貴方複製我們的商標或認證標誌，則貴方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。對於我們在產品上使用的標籤，貴方不得進行篡改、變化和移除，且貴方須嚴格按照我們所提供的說明或指南使用標籤、商標和認證標誌。對於包含我們的商標或認證標誌的標籤，《全球服務協議》終止後，我們保留要求貴方返還所有此等標籤的權利。貴方在使用我們的智慧財產權的過程中不得歪曲服務結果，且貴方應於收到我們的書面通知後立即停止此等使用。

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.

如果貴方向我們提供貴方的材料或協力廠商材料（包括測試報告、產品、樣品、資訊或數據）以為服務提供支援，則貴方授予我們將此等材料用於提供服務的許可，並且貴方保證貴方有權進行此等披露。

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.

貴方同意，如果貴方侵犯我們的智慧財產權，則金錢損害賠償可能不構成充分救濟；除法律規定的所有其他救濟外，我們還有權獲得強制令救濟，並且我們無需提供保證金，亦無需證明存在實際損害。

8. Term and Termination

期限與終止

8.1 The GSA remains in effect until terminated by either party upon thirty (30) days' written notice to the other party..

任何一方有權經提前三十（30）日事先通知相對方終止《全球服務協議》；在此之前，《全球服務協議》始終有效。

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; (iv) you do not pay your debts when due or otherwise become insolvent or admit your insolvency; or (v) services are delayed for any reason outside our control for more than three (3) months.

如果出現以下情形，則我們有權經書面通知貴方後立即終止《全球服務協議》：（i）貴方違反貴方在《全球服務協議》項下的義務、陳述或保證，並且未改正此等違反；（ii）貴方未提供我們認為提供服務所必需的樣品、支援文檔、許可、設施訪問權或其他材料；（iii）貴方終止或停止開展全部或任何重要的部分業務；（iv）貴方未支付到期債務，或者因其他原因變得資不抵債，或者承認處於資不抵債的狀態；或者（v）因我們所無法控制的原因導致服務延期超過三（3）個月。

8.3 You agree to pay for services performed by us up to the date of termination of the GSA.

貴方同意支付就截至《全球服務協議》終止之日我們所提供的服務付款。

8.4 We will not be liable for direct or indirect damages arising out of termination of the GSA.

對於貴方因《全球服務協議》終止而遭受的直接或間接損害，我們不承擔責任。

9. Indemnity and Insurance

賠償與保險

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.

對於 CSA Group Testing & Certification Inc. 及其母公司、關聯方、子公司以及其各自的董事、高管、成員、代理人、承包商和雇員（合稱「CSA 相關方」）因與以下事項相關的索賠而遭受的損失和產生的費用（包括合理的律師費），貴方同意對 CSA 相關方進行賠償，使其免於受損，並為其進行抗辯：（i）貴方未經授權使用智慧

財產權或者協力廠商的智慧財產權；(ii) CSA 相關方因貴方和/或貴方代表的疏忽、故意或過失而遭受的財產損失或人身損害(包括死亡)；(iii) 設計、測試、生產、行銷、銷售或最終使用貴方的產品或服務(包括貴方使用智慧財產權)；或者(iv) 貴方所提供的資料，完全因 CSA 相關方過失而引起的索賠除外。

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.

如果我們的代表在貴方及貴方的關聯方、子公司以及貴方各自的董事高管、成員、代理人、承包商和雇員(合稱「貴方的相關方」)的場所或設施中提供服務時存在疏忽、故意行為或過失，並因此導致協力廠商提起財產損失或人身損害(包括死亡)索賠，則對於貴方的相關方因此等協力廠商索賠而遭受的人身損害和損失，以及由此產生的責任、費用和支出，我們同意對貴方的相關方進行賠償。

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.

貴方應充分投保，以涵蓋貴方在《全球服務協議》項下的義務。一經我們請求，貴方應立即向我們提供此等保險的證明。

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

我們會投保保險，保險金額以我們所認為的、為涵蓋我們在《全球服務協議》項下的義務所合理必需的金額為準。

10. Limitation of Liability

責任限制

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.

除我們在第 9 條「賠償與保險」項下的義務外，我們在《全球服務協議》項下的責任總額不得超過貴方在此前 12 個月內根據本《報價單》所支付的費用。

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.

任何一方均不對相對方所發生的任何間接的、特殊的、附帶的、結果性或懲罰性的損害或者任何財務或經濟損失承擔責任，但我們因貴方不當使用智慧財產權或協力廠商的智慧財產權而發生的此等損害或損失除外。

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.

本條中的責任限制系為所有 CSA 集團法律實體而設(每一此等法律實體均系協力廠商受益人)並構成我們對貴方承擔的責任總額；無論索賠系何種性質，無論索賠是基於合同、侵權(包括疏忽)、制定法或者其他理由，此等責任限制均適用。

11. Service Warranty

服務保證

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.

貴方接受服務(包括測試結果)的有用性風險。我們並不保證會基於服務出具或維持認證或標籤或提供任何特定的結果。我們並不保證或擔保協力廠商會認可或接受我們的意見或結論。我們向貴方提供認證、報告或項目標籤並不意味著我們為貴方的產品提供一般性的認可或背書。

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.

我們向貴方提供標籤、報告或認證意味著貴方的樣品在測試、檢驗或評估時合規；對於我們完成服務後貴方的產品的合規性，我們不承擔責任。

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《全球服務協議》有明確約定外，我們根據「現狀」原則提供服務。如果我們在向貴方提供服務時未遵守認證和測試行業通用的注意標準(即國家標準、國際標準和認證要求所確立的注意標準)，但我們已遵守第 2.3 條中的通知要求，則我們將自行酌情決定重新提供相關服務(費用由我們承擔)或者(受制於第 10.1 條)返還貴方就我們已提供的服務而支付的費用。

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.

在法律允許的範圍內，我們在本條項下的責任將取代我們就服務所作出的任何陳述、保證或條件，無論此等陳述、保證或條件系明示、默示還是法定的，包括任何默示的品質保證、適銷性保證或者適用於特定用途的保證。

12. Notification of Incidents, Records of Product Location

事件通知、產品所在地記錄

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.

如果存在任何與貴方提交給我們進行測試的產品相關的人身損害、財產損失或潛在危險，則貴方應立即將與此等損害、損失或危險相關的報導或事件告知我們。貴方確認，CSA 集團法律實體系認證機構，即使貴方的產品未獲得認證，我們亦須履行監管方面的、或基於認證的報告義務。

13. General Terms

通用條款

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

《全球服務協議》中的救濟系貴方所享有的全部救濟，此等救濟具有排他性。

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.

根據《全球服務協議》發出的通知須以書面形式作出，並應送達至《報價單》上注明的相對方地址或者相對方面提供的其他替代地址。任何一方均有義務向相對方提供準確的聯絡方式。所有向 CSA 集團送達的通知須抄送給以下人士（此系通知生效的前提條件）：CSA 集團總法律顧問，地址：178 Rexdale Boulevard, Toronto, Ontario Canada M9W 1R3。通知可以掛號信、快遞或電子郵件的形式發出。透過掛號信或快遞發出的通知應被視為于接收時生效。透過電子郵件發出的通知應被視為於確認接收後屆滿 72 小時後生效。

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 EAR99. You warrant that you will not cause us to violate any export or trade law or other economic sanction.

貴方確認，我們所提供的服務不屬於美國《國際武器貿易條例》（ITAR）或其他出口管制項目所定義的保護類技術或資料。

對於受到相關政府管制的資訊（包括 EAR 99 以外的美國出口管制類別），貴方應於披露任何此等資訊前告知我們此等情形。貴方保證，貴方不會導致我們違反任何出口法律、貿易法律或其他經濟制裁措施。

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.

未經我們事先書面同意，貴方不得轉讓《全球服務協議》。未經雙方合法授權的代表書面同意，對《全球服務協議》的修改無效。《全球服務協議》對雙方各自的繼受者和許可受讓人具有約束力。雙方系獨立的締約方，且均不享有任何代表相對方行事或為相對方創設任何明示或默示的義務的權利、權力或授權。

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 集團締約方均系相關《報價單》和服務附錄的預期協力廠商受益人，並有權以其自身名義、為其自身利益強制執行《報價單》和服務附錄。但是，任何其他協力廠商均無權享受任何權益、權利和救濟。

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《全球服務協議》由安大略省的法律以及在安大略省適用的加拿大法律管轄；雙方一致同意不可撤銷地服從安大略省法院的排他管轄權；因《全球服務協議》而產生的任何法律程序均應在多倫多市進行。

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.

雙方放棄要求陪審團審判的權利。如果一方因不可抗力事件、無法獲得提供服務所需的材料或人員或者出現其他不受任何一方合理控制的情況而遲延履行或未履行《全球服務協議》，雙方均無須承擔責任。如果《全球服務協議》的任何部分被具有管轄權的法院認定為無效，則在此等無效範圍內，該部分應從《全球服務協議》中分割，《全球服務協議》的其他部分仍應繼續有效。我們未行使或遲延行使我們在《全球服務協議》項下的權利不應構成我們放棄此等權利。

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.

《全球服務協議》構成各方就其標的事項所達成的完整協議，其取代任何此前進行的討論或達成的協議（包括《產品服務協議》），但保密協議除外。第 6 條、第 7 條、第 8 條、第 9 條、第 10 條和第 11 條於《全球服務協議》終止後繼續有效。如果《報價單》、本《全球服務協議》與特定服務附錄的條款間存在衝突，則應優先適用特定服務附錄的條款，其次適用本《全球服務協議》，最後適用《報價單》。我們行使《全球服務協議》項下的任何權利不對我們所享有的其他合法權利或救濟產生限制。

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

如任何條款的中文版與英文版不一致，應以英文版為準。