

# DQS审核和认证规则

## DQS Audit and Certification Regulations



### 1. 审核和认证服务 Audit and Certification Services

#### 1.1 适用范围 Scope and Applicability

本“DQS 审核和认证规则”（“规则”）适用于DQS Holding GmbH、其下属分支或其任何代理人（分别称“DQS”，统称“DQS 集团”）与任何申请或接受审核和认证服务的组织/个人（“客户”）之间的所有报价和/或服务及所有由之产生的合同关系。

These DQS Audit and Certification Regulations (“Regulations”) apply to all offers and/or services and all resulting contractual relationship(s) between DQS Holding GmbH, any affiliated companies or any of their agents (each “DQS”, together “DQS Group”) and any organization/person (“Client”) applying for or receiving audit and certification services.

目前 DQS 集团的所有成员清单可在 <https://dqsglobal.com/intl/> 获取。

A current list of all members of the DQS Group is available at <https://dqsglobal.com/intl/>.

本规则涵盖符合国际或国家标准的各种体系认证（包括私有标准），符合欧盟指令或国家立法的产品认证，及符合非规范性文件、规范、要求或技术规则的产品和服务认证。

These Regulations cover all kinds of System Certification in accordance with international or national standards, including private standards, Product Certification in accordance with EU Directives or national legislation, Product and Service Certification in accordance with non-regulated normative documents, specifications, requirements or technical rules.

本规则适用于认证及审核的所有阶段，包括但不限于客户与DQS所达成的提供服务和报价，合同，采购和/或工作单，计划和补充内容；有明确书面规定或法律规定的除外。

These regulations apply throughout all stages of the certification or audit process, including but not limited to service offers and quotations, contracts, purchase and/or work orders, schedules and addendums agreed to between DQS and Client, unless it is otherwise explicitly agreed in writing or so prescribed by statutory instruments.

本“审核和认证规则”发布后，即刻生效，并且其有效性一直持续到新版本公开发布为止。

These Audit and Certification Regulations become effective with immediate effect after their publication and remain valid until a new version is issued and published.

登录 <https://dqsglobal.com/intl/about/accreditation-and-notification/dqs-group-auditing-and-certification-rules> 或向相关DQS办公室提出要求，便可获得最新的英文版规定。如果文件的翻译版本与英文版本之间存在任何差异，以英文版本为准。

The current version of these regulations is available in English language at <https://dqsglobal.com/intl/about/accreditation-and-notification/dqs-group-auditing-and-certification-rules> or upon request from every DQS office. Should any discrepancy occur between a translated version and the English version of the document, the English version shall take precedence.

在向客户颁发证书的情况下，DQS 将尽合理的谨慎、使用合理的技能并根据相关 DQS 认证机构当时有效的“行为守则”提供服务。DQS 认证机构将在服务开始时向客户提供此类业务守则的副本以及可能不时发布的任何修订。

Where a Certificate is issued to the Client, DQS will provide the services using reasonable care and skill and in accordance with the Codes of Practice then in force of the relevant DQS Certification Body. A copy of such Codes of Practice, and any amendments to it as may be issued from time to time, will be made available by the DQS Certification Body to the Client upon commencement of the Services.

#### 1.2 术语解释 Definition of terms

- “客户”是指询问或接受任何DQS审核或认证服务的客户和任何组织/个人，包括其代表人。  
“Client” stands for customers and any organization/person that inquires about or receives any DQS audit or certification service, including their representatives, who act on their behalf.
- “DQS”是指以自己的名义或代表 DQS 作为认证机构向客户提供审核和认证服务的及向客户提供/交付认证的国际 DQS 集团的任何集团成员，包括其子公司、关联公司和合作伙伴或其任何代理人。  
“DQS” stands for any group member of the international DQS Group, including its subsidiaries, affiliated companies and partners or any of their agents, who offer and/or deliver in their own name or in behalf of another DQS Certification Body audit and certification services to Clients.
- “DQS 认证机构”是指具备颁发相应证书的获认可或授权的任何 DQS 实体。  
“DQS Certification Body” means any DQS entity having the accreditation or authorization to issue the respective certificates.

- “行为守则”是指DQS认证机构为相关认证方案发布的行为守则。  
“Codes of Practice” means those codes of practice issued by a DQS Certification Body for the relevant certification program.
- “认可机构”是指有权任命和监督认证机构的任何组织（无论公共还是私人组织）。  
“Accreditation body” means any organization (whether public or private) having the authorization to appoint and supervise Certification Bodies
- “审核”是代表任何以获得客观证据并客观地评估以确定满足定义的标准准则的系统性的DQS活动，亦称“评审”。  
“Audits” stands for any systematic DQS activity for obtaining objective evidence and evaluating it objectively to determine the extent to which defined criteria are fulfilled; it may be also referred as “assessment”.
- “审核员”是指被委派代表DQS参与审核和认证过程的评审人员、审核人员及专家。  
“Auditors” stands for assessors, auditors and experts, who are assigned to an audit and certification process on behalf of the DQS group.

### 1.3 审核和认证服务 *Audit and Certification Services*

由独立和专业的第三方，如DQS，通过对管理体系、过程或产品的审核和认证使客户获益。DQS证书可以证明合适有效的管理体系，过程或产品能够持续满足客户期望和法律法规的要求。

The auditing and certification of a management system, a process or of a product by an independent, competent third party, such as DQS, generates valuable benefits for the Client. A DQS certificate will serve as evidence for a suitable and effective management system, a process or compliant product with the capability to continuously meet customer expectations as well as regulatory and statutory requirements.

审核期间，具备资格且经验丰富的审核员根据市场和环境的变化评审管理体系及其过程或产品的适合性和有效性。审核员通过识别改进的潜力以提升组织满足既定目标的能力，从而使客户不断取得成功。经评估和认证为符合公认标准和规范并因而获得相应DQS证书，会使客户对其客户和管理体系、过程或产品充满信心。

During an audit, qualified and experienced auditors review the management system and its processes or products for ongoing suitability and effectiveness in light of changing markets and environment. By identifying improvement potential, auditors enhance the organization's ability to meet established goals and objectives, thus enhancing sustainable success for the Client. With a DQS certificate, customers may place confidence on the Client and the certified management system, process or product, which has been assessed and certified to recognized standards and specifications.

### 1.4 合同与商业条款 *The Contract and Commercial Terms*

本“DQS 审核和认证规则”，以及适用的申请、报价、受理、业务守则、DQS 认证标志的条件和当地商业条件或商业条款构成了客户和 DQS之间关于本协议标的的完整协议（“合同”）。

These DQS Audit and Certification Regulations, and, as applicable, the application, the quotation, its acceptance, the Codes of Practice, the conditions of DQS Certification Marks and local business conditions or commercial terms constitute the entire agreement (the “Contract”) between the Client and DQS with respect to the subject matter hereof.

根据当地法律要求，“当地商业条件或商业条款”可能包括关于法定代表、管辖权、责任、税收、付款条款和其他方面的条款。合同亦可由 DQS 和客户之间的单独协议构成，但任何情况下此类单独协议都应通过直接包含或述及，将本“DQS 审核和认证规则”作为其不可分割的一部分包含在内。

Local business conditions or commercial terms may include clauses on legal representation, jurisdiction, liability, tax, terms of payment and others, considering local legal requirements. The contract may be also constituted by individual agreements between DQS and the Client, containing always these DQS Audit and Certification Regulations as an integral part of it through direct inclusion or reference.

除另有规定外，对合同的任何变更仅在以书面形式做出时方为有效。

Save as otherwise provided no variation to the contract shall be valid unless it is in writing.

### 1.5 与DQS认证机构之间的合同关系 *Contractual relationship to the DQS Certification Body*

每当本地的DQS办公室基于另一个DQS认证机构的授权或认可而提供服务时，其即为该实体的代理人，以该实体的名义并代表该实体行事。报价/报价单中将确定相应的DQS认证机构，其对当地合同的接受和签署构成客户与 相关DQS 认证机构之间具有法律约束力的认证合同。尽管代理人经授权就服务提供和认证向客户进行收费/开具发票，但经特定认可进行的认证活动和运营管理始终都由 DQS 认证机构负责，且其对与认证有关的决定，包括认证的授予、拒绝、维持，认证范围的扩大或缩小，更新、暂停或暂停后的恢复，或认证的撤销负责并保留此方面的权力。

Whenever a DQS office provides a service under authorization or accreditation of another DQS Certification Body, it acts as an agent in name and in behalf on that entity. The offer/quotation identifies the respective DQS Certification

Body and its acceptance and signature of the local contract constitutes a legally binding certification contract between Client and the DQS Certification Body. Although the agent is authorized to charge/invoice the Client for the service provision and certification, the responsibility for the certification activities and the operational control under a specific accreditation remains always with the DQS Certification Body which is responsible for, and retains authority for, its decisions relating to certification, including the granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring following suspension, or withdrawing of certification.

## 2. 认证过程 The Certification Process

DQS通过客户的管理体系或其中一部分进行审核以确定其是否符合公认的要求，例如国际、国内或行业的标准或规范。各认证过程可能会涉及一个或多个流程，通常以发布记载审核结果的审核报告为终止。在确认客户的管理体系、过程或产品满足相关标准的所有适用要求后，相关的DQS认证机构将颁发客户特定的证书。

DQS assesses the Client's management system, processes, products or parts thereof, with the goal of determining its conformity with agreed and acknowledged requirements, such as international, national or sector-specific standards or specifications. The respective certification process may involve one or more steps, usually ending with an audit report, which documents the audit results. In the case of certification services, the respective DQS Certification Body will issue a customer-specific certificate, confirming conformity to the respective requirements, when the fulfillment of all applicable requirements has been evident.

如果在审核过程中识别出不符合项，客户必须在规定的时间内计划并实施纠正措施。只有在有效地落实了合适的纠正措施后才能颁发证书。必须在证书上注明认证的范围及有效期。

If nonconformities with requirements of the respective standard or specification have been identified during an audit, corrective action shall be planned and carried out by Client within a specified time frame. Certificates will only be issued after the effective deployment of suitable corrective action has been demonstrated. The scope and duration of validity shall be stated on the certificate.

大多数审核结果是以抽样过程为基础的，目的是提供有效执行和遵守管理体系、过程或产品的可靠证据。可能存在未经审核组审查的其他业务方面，无论是正面的还是负面的。组织有责任调查和评估潜在影响和审核发现的范围，从而持续确保完全符合所应用的标准要求。DQS不承担相应的责任。

Most audit findings are based on a sampling process, targeted towards reliable evidence for effective implementation and compliance of the management system, process or product. Further business aspects may exist, positive or negative, which have not been reviewed by the audit team. It is the sole organization's responsibility to investigate and evaluate the potential impact and scope of findings, thus continuously ensuring full compliance to the applied standard(s). In cases of non-compliance, DQS is not liable.

DQS在审核和认证过程中保持独立、中立和客观立场。审核通常在客户的运营场地现场进行，但也有可能部分审核活动通过远程审核活动实现（非现场）。具体审核的类型、内容和时间安排依据双方独立签订的合同而定。在对客户进行审核的过程中，DQS应尽可能地降低对客户经营流程的影响。

DQS is independent, neutral and objective in its audits and certifications. Audits are normally performed at Client's place of operations (on-site) but may be partially conducted, substituted or complemented by remote auditing activities (off-site). The type, extent and time schedule of the procedure are subject to separate agreement by the parties. DQS strives to minimize any disturbances of the business process while conducting the audit on Client's premises.

认证过程一般包括以下步骤：

The Certification Process will generally include the following steps:

- 2.1** 该过程以客户需求及期望为起始点。DQS 需要了解客户的组织，管理体系及经营的规模和类型。并且双方还需要确定好审核和/或认证的目标，包括适用性标准和规则。

The process starts with the Client's needs and expectations. DQS wants to learn about the Client's organization, its management system, size and types of operation. Together both parties will define objectives for the audit and/or certification, including applicable standards and specifications.

- 2.2** DQS 将依据提供的初步信息根据每个客户的需求，来提供审核和认证服务的详细报价。书面的合同上将会详细规定所有相关的提供的服务及适用性的审核和认证标准。

DQS will provide a detailed offer for audit and certification services, tailored to individual Client needs, based on the information provided initially. A written contract will specify all relevant deliverables as well as applicable audit and certification criteria.

- 2.3** 预审核可以用来初始性能测试和差距分析，来识别改进的潜力。对于更全面的审核和认证项目，项目策划会议为所有的客户提供了一个有价值的机会来符合主要审核员的要求，并为所有涉及的性能和场地做出一个客户化的审核计划。这两种服务都是可选择的。

A pre-audit can serve as initial performance or gap analysis, identifying strengths and areas for improvement. For larger audit and certification projects a project planning meeting provides a valuable opportunity for the Client to meet the lead auditor and develop a customized audit plan for all functions and locations involved. Both services are optional.



- 2.4** 第一阶段审核：认证过程从评审系统文件，目标，管理评审和内部审核的结果开始。在这个过程中，客户的管理体系是否已经有效发展及是否已经为认证做好准备，对此将会做出判断。审核员将阐释所发现的现象，调整所需的的活动，为现场第二阶段审核做准备，第一阶段审核通常不适用于过程和产品认证。

Stage 1 audit: The certification procedure itself begins with review and evaluation of system documentation, goals, results of management review and internal audits. During this process, it will be determined whether the Client's management system is sufficiently developed and ready for certification. The auditor will explain findings and coordinate any required activities to prepare for the Stage 2 audit. The Stage 1 audit is usually not applicable for the certification of processes and products.



- 2.5 第二阶段审核：**委派的审核组将会在产品或服务交付的场地和/或使用远程审核方法审核客户的管理体系，过程或产品。通过适用既定的管理体系标准及规则，审核团队将基于观察、检查、访谈、相关记录的评审和其他审核方法对所有职能领域及管理体的过程的有效性实施评估。在末次会议上将会向客户提出审核结果，包括对认证的建议和所有发现，均记录在一份书面报告中。必要时将会商定所需的措施计划。

**Stage 2 audit:** The assigned audit team will audit the Client's management system, processes or products at the place of production or service delivery and/or by use of remote auditing techniques. Applying defined management system standards and specifications, the audit team will evaluate the effectiveness of all functional areas as well as all management system processes, based upon observations, inspections, interviews, review of pertinent records, and other audit techniques. The audit result, including a recommendation about the certification and all findings will be presented to the Client during the closing meeting and included in a written report. Required action plans will be agreed upon as necessary.

- 2.6 系统评估：**相应DQS认证机构的认证职能将对审核过程及其结果进行评估，并基于客观证据独立做出颁发证书的决定。审核团队提出并记录在报告中的任何建议对 DQS 认证机构不具有约束力；颁发证书的决定由 DQS 认证机构自行决定。客户将收到记录审核结果的审核报告，且在满足所有适用要求时，客户也将收到证书。

**System Evaluation:** The certification function of the respective DQS Certification Body will evaluate the audit process and its results, and decide independently about issuance of the certificate, based on objective evidence. Any recommendation given by the audit team and documented in the report is not binding for the DQS Certification Body and the decision to issue a Certificate is at the sole discretion of the DQS Certification Body. The Client receives the audit report, documenting the audit results and, when all applicable requirements are fulfilled, the Client also receives the certificate.

- 2.7 监督审核：**不管是半年审核一次还是至少一年审核一次，管理体系关键部分的审核都会实施。改进潜力会被识别，主要集中于持续改进和持续有效性。每次监督审核通过后DQS将核发通过证明及特定标签。对于产品认证，监督审核通常由年度再认证取代。

**Surveillance audits:** Either semi-annually or at least once per year, there will be an audit of the critical components of the management system. Improvement potential will be identified, with a focus on continual improvement and sustained effectiveness. For product certification, a surveillance audit is usually replaced by an annual re-audit.

- 2.8 再审：**一个管理体系证书在特定的时间内有效，通常是三年有效期。在有效期截止前，需要实施一次再审来保证其管理体系继续满足适用的要求。如满足要求将会获发一份新的证书。

**Re-Audit:** A certificate is valid for a limited period of time, mostly for a maximum of three years. At the end of this cycle, a re-audit will be carried out to ensure the ongoing fulfillment of all applicable requirements. Subject to this fulfillment, a new certificate will be issued.

对于特定于行业标准或者过程/产品认证，所描述的认证过程可能存在不同。

For sector specific standards or process and product certification, the described certification process may differ.

### 3. 客户的权利及义务 Rights and Obligations of Client

#### 3.1. 维持管理体系 / 过程和产品的符合性 Maintaining the Management System / conformity of processes and products

为获得证书及维持其有效性，客户必须实施并维护文件化的满足特定的标准或规范的管理体系。在过程/产品认证的情况下，客户负责确保持续的符合性。客户必须能对其所审核管理体系、过程或产品的符合性及有效性提供证据，使其可供委派的审核小组进行审核之用。客户必须采取必要措施以确保管理体系和/或产品始终维持在符合有效状态。

In order to obtain and maintain a certificate, the Client shall implement and maintain a documented management system which fulfils the requirements of the selected standard or specification. In case of process / product certification, Client is responsible for assuring ongoing conformity. The Client shall provide evidence of conformity and effectiveness of the assessed management system, processes or products, readily available for audit by the assigned audit team. The Client shall undertake all necessary actions to ensure that the management system and/or product is maintained in a conforming and effective manner at all times.

客户会被告知影响认证方案的任何新的或修订的认证规则要求。如果认证适用于正在进行的生产活动，客户应确保已认证的产品持续满足体系或产品要求。DQS 应在认证过程中验证客户基于变更所采取的措施的实施情况。

The Client will be notified of any changes to the certification program or new or revised requirements that affect the Client. In case the certification applies to ongoing production, the Client shall ensure that the certified product continues to fulfill the system or product requirements. DQS shall verify the implementation of changes by the Client and initiate required measures in the certification process.

### 3.2. 开放信息 **Access to Information**

客户应保证DQS在实施既定的审核工作时可以获取所有必要的信息和需要的资源并对所申报的人数承担相应责任。DQS 可以将全部或部分服务的执行委托给代理或分包商，并且客户授权 DQS 向代理或分包商披露此类执行所需的所有信息。对于具有重要意义的审核过程，客户承诺所有被指名的代表和职员会及时向审核团队提供准确而完整的信息和客观证据。在认证的管理体系，过程和/或产品范围之内，如需要，客户必须将所有相关投诉及其纠正措施提交给DQS。

The Client ensures that DQS has access to all necessary information and the required facilities to perform the assigned audit tasks. DQS may delegate the performance of all or part of the services to an agent or a subcontractor and Client authorizes DQS to disclose all information necessary for such performance to the agent or subcontractor. The Client commits all nominated representatives and employees to grant access to and provide the audit team with accurate and complete information and objective evidence in a timely manner concerning all processes which may be significant to the audit. Within the scope of certified management systems, processes and/or products, all records relating to complaints and their corrective actions shall be presented to DQS upon request.

### 3.3. 变更通知义务和特殊事件 **Notification of Changes and Special Incidents**

对于可能影响被认证的管理体系的任何变更，客户有责任立即通知DQS。尤其是购买/出售部分或全部公司股权、所有权的任何变更、运营的重大变更、过程的根本转变、特殊事件，诸如严重事故或严重违法/法律义务及须要主管监管机构参与的事件等、或处于申请破产或重组中。只要有任一上述情况，DQS须与客户沟通并决定是否维持证书。

The Client is obliged to inform DQS immediately of any changes, which may influence the certified management system, processes or the certified products. This applies in particular to the purchase/sale of all or a portion of the company, any change in ownership, major changes in operations, fundamental alterations in processes, incidents such as a serious accident or a serious breach of regulation/legal obligation necessitating the involvement of the competent regulatory authority, or the filing for bankruptcy or composition proceedings. In any of these cases, DQS will consult with Client and determine how the certificate may be maintained.

客户有义务在产品召回的情况下立即通知 DQS。各个认证标准及其法规在满足这要求使用了不同的时间期限。这些规范可在相应的标准及其适用法规中找到。

The Client is obliged to immediately notify DQS in case of a product recall. The individual certification standards and their regulations use different time frames in terms of meeting this deadline. These specifications can be found in the respective standards and their applicable regulations.

### 3.4. 审核的独立性 **Independence of the Audit**

客户必须避免任何可能会影响到其职员或DQS员工和审核员独立性的情况，尤其是提供咨询、雇佣、给予报酬和分包，涉及费用或其他金钱回报的单独协定。

Client is obliged to avoid anything that might compromise the independence of the employees and auditors of DQS. This applies in particular to offers of consultancy, offers of employment, both salaried and sub-contracted, to separate agreements about fees or other monetary rewards.

### 3.5 拒绝审核员的权利 **Right to reject Auditor**

在确认审核日期之前，客户有权评审并以适当理由拒绝DQS指派的审核员。在特定情况下，例如：在公正性受到威胁的情况下，如果适用的认可规则允许，DQS将委派一名审核员替换被拒绝的审核员。

Prior to confirmation of the audit date, the Client is entitled to review and reject the auditor(s) assigned by DQS with proper justification. In justified cases, e.g. in case of a threat to impartiality, and if applicable accreditation rules allow, DQS will assign a replacement for the rejected auditor.

### 3.6. 保密与信息安全 **Confidentiality and Information Security**

DQS 提供给客户的文件，包括商标和 DQS 认证标志都享有版权。客户明确承认所有 DQS 提供的供检查之用的资料的所有权属于DQS；且这些文件仅供客户内部使用，不得提供给第三方或作为本协议及其他书面协议约定之外的目的使用。客户应对本协议所显示的信息以及所了解到的 DQS、DQS 员工和审核员的相关信息严格保密。这一义务在合同终止后依然适用。客户代表其所有代理机构和附属人员承担这一义务。客户可以对审核报告以整体形式提供。但仅提供报告的部分摘取是不允许的。

The documents provided to the Client by DQS, including the Marks and the DQS certification symbol, are protected by copyright. Client specifically acknowledges that all documents which are provided or made available by DQS for examination remain the property of DQS, and that they may be used only for the internal needs of Client and not made available to third parties or be used for purposes other than those agreed upon herein or in writing. Client is obliged to maintain strict confidentiality about any information revealed within the terms of this Agreement as well as of all knowledge of matters relating to DQS, its employees and auditors. This obligation also applies after termination of the contract. Client similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons. Client is permitted to forward the audit report in its entirety. The forwarding of extracts is not permitted.

### 3.7 证书及认证标志使用权 *Right to use Certification and Marks*

对于有效的DQS认证，客户有权依据公布在DQS网站的规则以宣传为目的使用证书及相应的认证标志或认可标志。

With a valid DQS certification, the Client is entitled to use the certificate, the respective certification marks and in some cases, the accreditation marks for promotion purposes according to related rules published at the [DQS website](#).

对于受版权保护的DQS认证管理体系标志®、UL注册商标和其他认证®或认可标志（以下简称“标志”）的授权使用可以增强客户的顾客对于其管理体系和其相应绩效方面的信心。这些标志经常被使用于企业文具、宣传册、互联网、展销会、运输工具或广告中。并且与认证组织及其管理系统直接相关。这些标志直接与被认证组织及其管理体系相关联。证书和标志的使用仅限于被认证的范围和认证有效期内，且不得用于产品或产品包装，也不得用于任何可能被解释为表示产品符合性的任何方式。

Authorized use of copyrighted [DQS Certified Management System Mark®](#), the [UL Registered Firm Mark®](#) and other Certification or Accreditation Marks shall enhance confidence of customers in the Client's certified management system and the respective performance. These marks are frequently used on company stationery, in brochures, the Internet, at exhibitions, on vehicles or in advertisements and are directly associated with the certified organization and its management system, processes or products. The use of certificates and marks is restricted to the scope and the period of validity of the certification and they shall not be used on a product nor product packaging nor in any other way that may be interpreted as denoting product conformity.

### 3.8 投诉 *Complaints*

每个DQS客户都有权获得既定的服务来满足其合理的期望和要求。若未得到满足，客户有权向相关DQS成员进行投诉或举报。DQS会要求提供必要信息以供分析和改进之用。

Every Client of DQS has the right to have services performed within the agreed scope in such a way that all reasonable expectations and requirements are fulfilled. In case of non-fulfillment, the Client is entitled to file a complaint with the respective DQS Company. DQS will request information necessary for analysis and improvement.

### 3.9 申诉 *Appeals*

客户不同意特定认证决定时，可以提出书面申诉，请求复议决定。相应DQS认证机构的一名独立、公正技术评审人员（即未参与审核活动和初次认证决定的评审人员）将就申诉作出最终决定。申诉过程中的进展应随时告知DQS认证机构的管理者。

If a Client does not agree with a specific certification decision, Client may submit a written appeal and request reconsideration of the decision. A separate impartial technical reviewer of the respective DQS Certification Body, not involved in the conduct of the audit and the initial decision, makes the final decision on an appeal. The management of the DQS Certification Body is always informed about the status during the appeal process.

## 4. DQS的权利和义务 *Rights and Obligations of DQS*

### 4.1. 管理体系审核 *Auditing of Management Systems*

DQS 通过实施定期审核（通常是以半年度或年度为基础）来检验客户认证的管理体系，过程或产品的符合性和有效性。出于审核的需要获取其文件以及和客户的相关资料。此外，出于审核的目的，DQS 有权获取客户在下述框架下的相关资源：计划的审核考察，观察运行情况，检查过程、产品和服务，提问员工和代表人，评审文件和有关记录以及通过其他审核方式来收集信息来确保获取充分的有效证据以支撑认证决定。如果 DQS 收到来自第三方对于已认证的管理体系、过程或成品的符合性或有效性存在争议的信息，DQS 有权在与客户商定之后额外执行非既定的审核。经评估后 DQS 有权实施额外的、未事先通知的审核。

DQS verifies the conformity and effectiveness of Client's certified management system, processes or products by performing regular audits (usually on a semi-annual or annual basis). For these audit purposes DQS has the right to access Client's facilities within the framework of planned audit visits, observe operations, inspect processes, products and services, interview employees and representatives, review documents and pertinent records, and to collect information with other audit techniques in order to get sufficient objective evidence upon which to base a certification decision. Should DQS receive information from third parties, which dispute the conformity or effectiveness of a management system, process or product, which DQS has certified, it is entitled to perform additional, non-routine audits after consulting with Client. In legally regulated areas, DQS is entitled to perform additional, unannounced audits, whenever justified.

### 4.2. 认可与授权 *Accreditation and Authorization*

DQS 认证机构拥有多个认可机构、政府及非政府机构或方案所有者的授权，以根据多种标准和规范颁发相应审核报告和证书。这包括允许这些机构的员工或辅助人员参与审核的义务。根据适用的认可和授权规则，在符合本协议列明的保密要求的情况下，DQS 允许这些人员获取其文件以及和客户的相关资料。此外，无论个别的标准或规范是否有明确规定，客户的相关资料和审核结果将提交给这些机构。通过接受本“审核和认证规则”，客户同意上述所有适用的认可和授权要求的最新版本及后续适用版本(例如. ISO/IEC 17021-1 或 ISO/IEC 17065)。



DQS Certification Bodies are authorized by various accreditation bodies and other Governmental and Non-Governmental Authorities or Program Owners to issue audit reports and certificates according to various standards and specifications. This includes the obligation to allow employees or auxiliary persons of these bodies to participate in audits. According to the applicable accreditation and authorization rules, DQS allows these individuals access to both its own documents and client-related data, subject to the confidentiality requirements set forth herein. In addition, whenever individual standards or specifications explicitly require, client-related data and audit results are passed on to these bodies. By accepting these Audit and Certification Regulations the Client consents to the applicable accreditation and authorization requirements in their current version (e.g. ISO/IEC 17021-1 or ISO/IEC 17065), including all of the foregoing.

DQS 认证机构有权将全部或部分服务的提供（任何认证决定除外）委托给其他 DQS 办公室、代理或分包商。在证书由 DQS 认证机构（客户的当地 DQS 合作伙伴除外）颁发的情况下，本协议中载明的所有相关权利和义务同样适用于 DQS 认证机构和当地服务提供商。

DQS Certification Bodies are entitled to delegate the provision of all or part of the Services, with exception of any certification decisions, to other DQS offices, an agent or a subcontractor. Whenever certificates are issued by a DQS Certification Body, other than the Client's local DQS partner, all relevant rights and obligations herein apply equally to the DQS Certification Body and the local service provider.

#### **4.3 审核员的委派 Assignment of Auditors**

DQS对于委派专业审核员承担全部责任。DQS承诺委派在技术资质、经验和个人能力方面具备相应能力的审核员。审核员必须获得相关标准或规范所规定的批准授权，并具备与管理、审核及客户的经营范围相关的适当经验。在很多情况下，DQS可能会安排一个由2名或2名以上审核员组成的审核小组进行具体的审核或认证活动。如需要，DQS将向客户提供选定审核员的简历。

The assignment of competent auditors is the sole responsibility of DQS. DQS agrees to use only auditors, who are qualified for the task based on their technical qualification, their experience and their personal abilities. Auditors shall be authorized for the required standard(s) or specification(s) and will have appropriate experience in Client's area of operation as well as in management and auditing. In many cases, DQS may assign an audit team, comprised of two or more auditors to a specific audit or certification process. On request, DQS will submit a short CV of the selected auditor to the Client.

若某一审核员在审核前或审核中不能参加审核，DQS将在可行的情况下尽力委派其他合适的审核员代替。

Should an auditor become unavailable before or during the audit, DQS will strive to provide a suitable replacement auditor, as feasible.

#### **4.4 审核安排 Scheduling of Audits**

DQS 有权利并有义务对客户管理体系、过程或产品的审核进行安排。审核应在适用规则所要求的时间段内，兼顾双方共同的方便时间来安排。审核日期必须以书面形式确认。一旦确认审核日期，就具备拘束力。个别审核协议可能会包括对于取消或推迟审核的赔偿条款。

DQS has the right and the obligation to schedule audits of the Client's management system, processes or products. Audits shall be scheduled at the mutual convenience of both parties within the time frames mandated by the applicable requirements. Audit dates shall be agreed upon in writing. Once confirmed such audit dates are binding. Individual audit agreements may include provisions for compensation for canceling or postponing confirmed audits.

根据标准的不同，认证还可能包括飞行审核，此类审核可以是完全不通知的，或是在短时间内通知的审核活动。如果由于客户的原因（拒绝进入）导致无法进行飞行审核，DQS 可向客户收取策划飞行审核所实际产生的费用。认证现场必须提供必要的措施，以确保在未通知审核的情况下，允许审核员进入。

Certification may also include, depending on the standard, unannounced audits, which are either completely unannounced or announced on short notice. If an unannounced audit cannot be performed due to reasons the Client is accountable for (denial of entrance) DQS may charge the costs actually incurred by preparing for the unannounced audit to the Client's account. The certified site has to take the necessary steps to ensure access is granted to the auditor in the event of an unannounced audit.

#### **4.5 报告和证书的颁发 Issuance of reports and certificates**

客户满足所有认证要求和合同义务后，DQS必须颁发审核报告和DQS证书（以下简称“证书”）。DQS 认证机构全权负责根据审核报告中记录或述及的审核员的颁发建议和审核结果作出认证决定。报告中给出的任何建议对 DQS 认证机构均不具有约束力。报告和证书归 DQS 所有；DQS 授予客户根据本规则使用报告和证书的权利。DQS证书在有效期内有效，通常最长是3年，自颁发之日起算。

DQS shall issue audit reports and a DQS Certificate (herein referred to as "Certificate") and deliver it to Client upon Client's fulfillment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of the DQS Certification Body, based on the auditors' recommendation for issue and all audit results, as recorded or referenced in the audit report. Any recommendation given in a report is not binding for the DQS Certification Body. The report and the certificates remain in the property of DQS; DQS grants to the client the right



to use them in accordance with this Regulations. DQS certificates are valid for a limited period of time, usually a maximum of three years, commencing from the date of issuance.

#### 4.6 保密性和数据保护 Confidentiality and Data Protection

DQS 承诺对经客户允许的活动范畴下供审核所用的客户及其员工的所有不为公众所知的所有机密信息和个人数据（例如《通用数据保护条例》(GDPR)第 4 条于其他适用法律要求中规定的个人数据）保密，无论该信息是属于客户内部或是商业相关事宜。该义务同样适用于审核的口头和书面结论。DQS 只有在获得客户书面授权之后才能将保密信息透露给第三方，除非法规规定或者本“审核和认证规则”另有明确的规定。在合同终止后这些承诺仍适用。在某些具体行业认证项目中，部分审核和客户数据是由项目所有者所掌控（例如汽车、航空航天、食品认证）；客户对此表示认同。除相关认可机构或法律另有要求外，DQS 应将与审核和认证相关的档案记录保留至少两个认证周期（通常为六年）。DQS 应充分考虑适用的国家或国际法律要求（例如 GDPR 的要求）。在最短存档期结束时，DQS 自行决定保留或处置材料，客户另有指示除外；对于执行此类指示的费用，DQS 将向客户开具发票。DQS commits itself to protect the confidentiality of all confidential information and personal data (e.g. according to article 4 GDPR and other applicable legal requirements) of Client and its employees that is not publicly available and that is made available to DQS in the context of its activities on Client's premises, whether this information relates to internal matters of Client or to its business relations. This also applies to the verbal and written results of the audit. DQS will disclose confidential information to third parties only with the written authorization of Client, unless legally required or explicitly provided otherwise in these Audit and Certification Regulations. These commitments also apply after termination of the contract. In some sector certification schemes, part of the audit and client data are mandatorily handled in applications provided by the scheme owner (e.g. automotive, aerospace, food schemes); Client consents to this. Unless otherwise required by the relevant Accreditation Body or by law, DQS retains in its archive records associated with audits and certifications for a minimum of two certification cycles (usually six years). Applicable national or international legal requirements (e.g. from the GDPR) are fully taken into account. At the end of the minimum archive period, DQS retain or dispose of the materials at its discretion, unless instructed otherwise by the Client; fees for carrying out such instructions will be invoiced to the Client.

#### 4.7 宣传 Publicity

DQS 有权维护和发布登记的所有在 DQS 认证的客户信息。公布内容包括被认证组织的名称和地址以及认证的范围、相应标准/规范和认证状态。客户在此同意 DQS 公布本协议中所述信息及将相同数据发布到由国家当局、认可机构或方案所有者管理的强制性国家和国际数据库中。另外，在订单处理过程中，客户数据存储和处理在项目所有者的外部数据库中。客户同意接受第三方可以在相应数据库中存储、访问和查看客户数据的提议。

DQS is entitled to maintain and publish a register of all Clients holding a current DQS certification. This publication contains the name and address of the certified organization as well as the scope and reference standard/specification and certification status. Client hereby consents to the publication of such information hereunder as well as to the publication of the same data into mandatory national and international databases managed by country authorities, accreditation bodies or program owners. Additionally, in the course of order processing customer data are stored and processed in external databases of scheme owners. The Client agrees with the acceptance of the offer that customer data can be stored, accessed and viewed by third parties in the corresponding databases.

#### 4.8 电子通讯 Electronic Communication

除上述规定外，客户准许 DQS 将未加密信息或其他信息通过互联网、电子邮件或其他由客户提供的公共网络地址传送。客户承认 DQS 不能保证以该方式所发送的信息的隐私和保密性。DQS 对于通过互联网或其他公共网络传输保密信息的行为不得违反本“审核和认证规则”中规定的任何保密义务。DQS 无需对由这种传输方式导致的损害承担法律责任；但 DQS 对于该类保密信息应给予与自身保密信息同等级别的对待。

Notwithstanding the foregoing, Client hereby authorizes DQS to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations provided by Client. Client acknowledges that DQS cannot guarantee the privacy and confidentiality of such transmissions. Client agrees that DQS's transmission of confidential information via the Internet or other public network shall not be a breach of any confidentiality obligation under these Audit and Certification Regulations and that DQS shall not be liable for any damages resulting from such transmissions, provided that such confidential information is handled with the same degree of care as DQS handles its own confidential information.

若客户对 DQS 的网站设立超链接，客户同意：(i) DQS 网站上的所有信息归 DQS 所有；(ii) 链接网站应直接将用户转入 DQS 网站，不得增加任何页面，浏览器窗口或是第三方的内容；(iii) 链接网站不得明示或暗示该客户或其产品及服务通过 DQS 认证。

If Client hyperlinks to DQS's web site, Client agrees: (i) the information contained on DQS's web site belongs to DQS; (ii) the linking web site will transfer the user directly to DQS's web site as posted by DQS without imposing any frames, browser windows or third-party content; and (iii) the linking web site may not state or imply that Client or its products or services are endorsed by DQS.

## 5. 证书及标志 Certificates and Marks

### 5.1 证书的颁发及标志的使用 Issuance of certificates and use of marks

DQS 认证机构颁发证书需确认客户的管理体系，过程或产品是否符合特定国家、国际的标准、行业认可或客户的具体要求；当客户在审核中能够证明满足所有适用要求时，DQS 将颁发相应证书。客户有权将证书及相关认证标志用来提升商业伙伴对其自身的信任度。

The DQS Certification Body issues certificates confirming the conformity of the Client's management system, processes or product to selected national and international standards as well as to recognized industry- or customer-specific requirements, when the Client has demonstrated in an audit that all applicable requirements have been fulfilled. The Client is entitled to use the certificate and the related certification marks to promote confidence with business partners.

颁发证书后，DQS 将继续提供监督服务以保证该管理体系始终符合要求。具体认证的确立和维护视审核和认证协议的签署及客户对其条款和条件的签署情况而定。

Upon issuance of a Certificate, an ongoing surveillance service will be established to ensure that conformity of the management system, processes or products is maintained continuously. The establishment and maintenance of certification is contingent upon the execution of the audit and certification agreement and the continued adherence to its terms and conditions by the Client.

如果报告中客户的管理体系、过程、产品或服务不符合有关法律法规、认证规则或其他适用要求时，客户同意与 DQS 合作来查明事实；还包括客户将获得不符合报告的信息以及必要时将采取的纠正措施告知 DQS。

Client agrees to cooperate with DQS in ascertaining the facts if it is reported that Client's management system, processes, products or services are not in conformance with regulatory, statutory, certification or other applicable requirements, including sharing such information as Client acquires regarding the reported nonconformance, and to take and report to DQS on any corrective action necessary.

客户同意接受监督服务，例如监督审核以及任何DQS实施的旨在检验客户运行的管理体系是否符合相关认证要求的特别审核；且客户对其在认证范围内的管理体系、过程、产品和服务承担责任。

Client agrees that the surveillance service, such as surveillance audits, and any special audits conducted by DQS are designed to serve only as a check on the means the Client exercises to determine conformance of its management system, processes or products with certification requirements, and that Client is in no way relieved of its responsibility for its management system, processes, products and services within the scope of certification.

证书及认证标志不得转让给合法继承人或其他组织。在证书有效期届满或处于暂停、撤销或废止状态时，客户必须停止一切宣传或其他使用证书的行为。客户同意在证书撤销或废止后将任何以实物形式颁发的证书退还；其继续保留证书的权利被明确排除。

Certificates and Certification Marks may not be transferred to successors in title or other organizations. After a certification has expired or has been suspended, withdrawn or annulled, Client must desist from any promotion or other use of the certification. Client agrees to return any physically issued certificates, following withdrawal or annulment; the right of retention is specifically excluded.

### 5.2 不颁发证书 Non-issuance of Certificates

DQS 认证机构只有在审核（初审/再认证审核）后所有相关标准，规范和合同要求都被满足后，才颁发证书。若不满足，审核员会在不符合报告中记录缺陷和/或注明须得以改正才能获发证书的限制条件。

The DQS Certification Body may only issue Certificates if all requirements of the selected standard(s), specifications and contracts have been fulfilled following the audit (initial/re-audit). In case of non-fulfillment, the auditor documents the shortcomings in a nonconformity report and/or otherwise identifies the restraints, which shall be complied with in order for a certificate to be issued.

颁发 DQS 证书前必须消除所有的不符合项或限制条件。如必要，DQS 将进行全部或部分重新审核。若在跟踪审核或特殊审核后，仍然没能关闭不符合项或仍未能满足颁发证书的先决条件，那么该认证流程以颁发审核报告终止，而不颁发证书。

All non-conformances or restraints shall be eliminated prior to the issuance of a DQS certificate. If necessary, DQS will repeat the audit partially or in full. If the non-conformances have not been eliminated or if the prerequisites for the granting of a certificate have not been achieved even after follow-up or special audit, the certification procedure will be concluded by the issuance of a report without a certificate.

### 5.3 证书的暂停、撤销和废止 Suspension, Withdrawal and Annulment of a Certificate

#### 5.3.1 暂停 Suspension

DQS 认证机构有权对违反认证、合同或未履行对DQS付款义务的客户临时暂停其证书，包括但不限于：

The DQS Certification Body is entitled to temporarily suspend a Certificate if Client violates certification, contractual or financial obligations towards DQS, including but not limited to:

- 未在规定的时间内采取明确有效的纠正措施；  
Corrective actions have not been demonstrably and effectively implemented within the agreed-upon time frame;
- 未按 DQS 建议的审核计划执行维持认证所必须的审核以及未在规定的时间内完成规定的审核频次；  
The schedule of audits suggested by DQS for audit(s) necessary for the maintenance of the certification have not been complied with and the prescribed frequency since the previous audit has thereby been exceeded;
- 客户未及时通知 DQS 其计划对管理体系的变更和对于审核而言会影响与标准或规范符合性的变更或特殊事件或产品召回（见 3.3 条款）；  
DQS has not been informed in a timely manner about planned changes to the management system, special incidents or product recall (see 3.3) or other changes, which affect the conformity with the standard or specification which forms the basis for the audit;
- 在未事先通知 DQS 的情况下迁移经认证的场地/设施；  
Relocation of the certified site/installation without previous notification to DQS;
- 错误或未经授权使用 DQS 证书, IQNet 证书或认证标志；  
A DQS certificate or a certification symbol has been used in a misleading or unauthorized manner;
- 经一次以上书面通知后，仍未支付审核和认证服务费用。  
Due payments for audit and certifications services have not been made timely after at least one written reminder.

如认证决定做出后发现严重违反认证规则的情况或如发生不可抗力事件（参见6.6），DQS认证机构有权在认证决定后暂停证书。

The DQS Certification Body is also entitled to suspend a certificate if significant breaches of accreditation rules become known after the certification decision and in cases of force majeure (see 6.6).

DQS将以书面形式通知客户拟暂停证书。若客户在2周内仍未解决引起证书暂停的原因，DQS将以书面形式正式通知客户暂停证书直至客户采取必要纠正措施。

DQS will notify Client of a proposed suspension in writing. If the reasons for the proposed suspension are not eliminated within two weeks, DQS will inform Client in writing of the suspension of the Certificate stating the reasons as well as the corrective actions necessary for the certification to be reinstated.

暂停证书有时间限制（通常最多为90天）。若在规定的期限内，客户采取了确实有效的措施，DQS将取消暂停证书；反之，DQS认证机构将依照如下所述程序撤销证书。

Certificates are suspended for a restricted period (usually a maximum of 90 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the Certificate is cancelled. If the required measures have not been implemented within the established deadline, the DQS Certification Body may withdraw the Certificate as set forth below.

### 5.3.2 撤销Withdrawal

若存在以下情况，DQS认证机构有权撤销或宣布证书无效，并以书面形式通知客户：

The DQS Certification Body is entitled to withdraw Certificates or to declare them invalid upon written notice to Client if:

- 超过证书暂停期限；  
The suspension period of the Certificate has been exceeded;
- 不能保证管理体系，过程或产品符合相应标准或规范；客户不愿或不能关闭不符合；  
The conformity of the management system, processes or products with the standard or specification on which it is based is not ensured or Client is not willing or able to eliminate nonconformities;
- 对于已经暂停的证书，客户仍然将认证作为宣传手段；  
Client continues to use the certification for promotion following the suspension of the Certificate;
- 客户对证书的使用损害了 DQS 认证机构或 DQS 的声誉；  
Client uses the certification in such a way as to undermine the reputation of the DQS Certification Body or DQS;
- 颁发证书的前提条件不再适用；  
The preconditions which led to issuing the Certificate no longer apply;
- 客户自愿或非自愿形式申请破产；  
Client files any voluntary or involuntary petition in bankruptcy;

- 客户有效地终止了与 DQS 的合同关系。  
Client effectively terminates its contractual relationship with DQS.

### 5.3.3 废止 Annulment

若存在以下情况，DQS 认证机构有权废止证书，或宣布已颁发的证书无效：

The DQS Certification Body is entitled to annul Certificates, or retroactively declare them invalid, if:

- 事后证明颁发证书的先决条件事实上未被满足；  
It subsequently turns out that the preconditions required for issuance of the Certificate had not in fact been fulfilled;
- 客户违背了认证流程，由此 DQS 认为认证结果的客观性、中立性或独立性存在问题。  
Client has compromised the certification procedure so that the objectivity, neutrality or independence of the audit results are, in the judgment of DQS, in question.

## 6. 其他规定 Miscellaneous

### 6.1 无合作关系或代理 No Partnership or Agency

双方承认 DQS 作为独立承包商向客户提供服务，且合同不会在 DQS 和客户之间建立任何合伙、代理、雇佣或信托关系。

The Parties acknowledge that DQS provides the Services to the Client as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between DQS and the Client.

客户承认，DQS 不取代客户或任何第三方，不将他们的任何义务免除，亦不以其他方式承担、削减、废除或承诺履行客户对任何第三方或任何第三方对客户的所有义务。

Client acknowledges that DQS neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

### 6.2 责任限制和赔偿 Limitation of liability and indemnity

DQS 作为一个有信誉的、有能力提供预期服务的服务提供方，在提供服务的过程中具备应有的谨慎和勤奋，并只在证明有疏忽的情况下承担损害赔偿责任。

DQS exercises the skill, due care and diligence in the performance of the services as it may be reasonably expected of a reputable provider of similar services and accepts responsibility for damages only in cases of proven negligence.

本规则中的任何内容均不排除或限制因 DQS 的疏忽导致客户的死亡或人身伤害、欺诈或任何负面的其他情况所应承担的责任（若排除或限制责任是非法的）。

Nothing in these Regulations shall exclude or limit the liability of DQS to the Client for death or personal injury or for fraud or any other matter resulting from DQS' negligence for which it would be illegal to exclude or limit its liability.

除非另有约定，就任何一个事件或一系列相关事件而言，DQS 就任何性质的损失、损害或费用的任何索赔对客户承担的总计责任应限制在一笔等于客户根据合同向 DQS 支付之费用两倍的金额。

Unless otherwise agreed, the total liability of DQS to the Client in respect of any claim for loss, damage or expense of any nature shall be limited, in respect of any one event or series of connected events, to an amount equal to the double of fees paid to DQS under the contract.

DQS 对损失、损害或费用的索赔不承担任何责任，除非仲裁程序是在 DQS 履行引起索赔的服务之日起一年内启动，或对其未履行的指控在服务应完成之日起一年内提出。

DQS shall have no liability for claim for loss, damage or expense unless arbitral proceedings are commenced within one year after the date of the performance by DQS of the service that gives rise to the claim or in the event of any alleged non-performance within one year of the date when such service should have been completed.

### 6.3 不得转让 No assignment

除非另有明确规定或双方书面同意，否则双方应亲自履行合同；任何一方均不得转让、让与、抵押、分包或以任何其他其他方式处理其在合同项下的任何或全部权利和义务。各方确认其代表自己而非为任何其他其他人的利益行事。

Unless not expressly regulated differently or agreed in writing by the parties, the contract is personal to the parties and neither party may assign, transfer, charge, mortgage, subcontract, or deal in any other manner with any or all of its rights and obligations under the Contract. Each party confirms it is acting on its own behalf and not for the benefit of any other person.



尽管有前述规定，DQS 可将其在合同项下的任何或所有权利和义务转让、让与或分包给 DQS 关联公司和合作伙伴或其任何代理人。

Notwithstanding the before mentioned, DQS may assign, transfer or subcontract any or all of its rights and obligations under the contract to a DQS affiliated company and partners or any of their agents.

#### **6.4 道德规范和反贿赂和反腐败政策 Code of Ethics and Anti Bribery and Corruption Policy**

DQS 严格按照其道德规范中制定的原则（其中包含反贿赂和反腐败政策）开展业务。DQS 道德规范可在 [DQS 网站](#) 上查询。

DQS conducts its business strictly in accordance with the principles laid down in its Code of Ethics, which also contains the Anti Bribery and Corruption Policy. The DQS Code of Ethics may be found at the [DQS website](#).

DQS 员工、代理人和其他代表不得给予或接受可能被解释为贿赂的金钱或礼物，或参与可能被解释为腐败行为的安排。DQS 在整个合同期限内维持相关政策和程序，并将在适当的情况下执行该政策和程序等，以确保遵守上述规定。DQS employees, agents and other representatives are prohibited from giving or receiving money or gifts, which could be construed as bribes, or entering into arrangements that are construed as corrupt practices. DQS maintains in place during the entire term of the Contract policies and procedures, and will enforce them where appropriate, to ensure compliance with the aforementioned.

#### **6.5 部分无效 Partial invalidity**

如本规则中的一项或多项条文在任何方面不合法或不可执行，其余条文的有效性、合法性和可执行性不应受到任何影响或损害。

If one or more provisions of these Regulations are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### **6.6 不可抗力 Force majeure**

如 DQS 或客户因其（受影响的一方）无法合理控制的事件而延迟或未能履行本协议的规定，则其不应被视为违反本协议，亦不对此延迟或未能履行的情形负责；此类事件包括但不限于战争、武装冲突、恐怖袭击、内战、骚乱、危险有毒物质、流行病、疫情、自然灾害、极端天气、火灾、爆炸、公用事业服务故障、罢工、基础设施故障、运输延误或任何上述事件发生后的公共限制或任何其他不可抗力事件。

Neither DQS nor the Client shall be in breach of these Regulations, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond the reasonable control of the affected party, including but not limited to war, armed conflict, terrorist attack, civil war, riots, toxic hazards, pandemics, epidemics, natural disasters, extreme weather, fire, explosion, failure of utility service, strike, breakdown of infrastructure, transport delays, or any public restrictions following any of the incidents above, or any other force majeure occurrence.

如发生不可抗力事件，受影响的一方应及时将事件的详情和预计的持续时间通知另一方。如不可抗力事件持续超过九十 (90) 天，任何一方均有权立即终止合同。

In the event of a force majeure occurrence, the affected party shall notify the other party without undue delay of the particulars of the situation and the estimated duration. Either party shall be entitled to terminate the Contract with immediate effect should the force majeure occurrence endure for more than ninety (90) days.

### **7. 争议 Disputes**

除非另有特别约定，因本规则引起或与本规则有关的一切争议均适用 DQS 认证机构所在国的法律，并由一名或多名根据国际商会仲裁规则指定的仲裁员根据上述规则最终解决。仲裁应在巴黎（法国）以德语或英语进行。

Unless specifically agreed otherwise, all disputes arising out or in connection with these Regulations shall be governed by the laws of the country of domicile of the DQS Certification Body and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Paris (France) and be conducted in the German or English language.

### **8. 额外计划要求 Additional Program Requirements**

对于特定于某些行业的管理体系或产品认证和审核服务，可能适用额外的强制性计划要求，包括但不限于：此类“计划要求”可在 <https://dqsglobal.com/intl/> 查询。

For some sector specific management system or product certification and audit services, additional mandatory program requirements may apply, including but not limited. These “program requirements” are available at

<https://dqsglobal.com/intl/>.

汽车行业:

**Automotive Sector:**

汽车行业相关附录

Annex Automotive

航空航天行业:

**Aerospace Sector:**

航空航天行业相关附录

Annex Aerospace

DQS GmbH - 轨道交通行业:

**DQS GmbH - Railway Sector:**

轨道交通行业附录

Annex IRIS

DQS Bit – 汽车行业:

**DQS Bit – TISAX:**

汽车行业相关附录

Annex TISAX

DQS Inc. – 电信行业:

**DQS Inc. - Telecommunication Sector:**

电信行业相关附录

Annex TL9000

DQS MED项目:

**DQS MED programs:**

DQS Medizinprodukte GmbH的DQS审核及认证规则以及相关补充要求

DQS Audit and Certification regulations of

DQS Medizinprodukte GmbH and its supplements

DQS CFS项目:

**DQS CFS programs**

DQS CFS GmbH的管理体系评审和产品认证的特殊要求

Specific Conditions for the Assessment of Management System

and Product Certification of DQS CFS GmbH

中国市场:

**Chinese Market:**

中国官方认可机构（如CNCA）规定的中国认证市场活动的特殊要求

Specific Conditions for activities on the Chinese market as

defined by Chinese governmental authorities (E.g. CNCA)

文件结束

End of Document