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、任何关联公司或其任何代理人（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 (“Rules”) apply to all offers and/or services and all resulting contractual relationship(s) between DQS Holding GmbH, all its affiliated companies or their respective representatives (each “DQS”, collectively the “DQS Group”) and organizations/individuals who request or use audit and certification services.

DQS 集团旗下最新公司名单可查询官网 https://www.dqsglobal.com/en/about。
An up-to-date list of the companies within the DQS Group is available on the website https://www.dqsglobal.com/en/about.

本规则适用于依据国际标准、国家标准开展的各类管理体系认证，包括私立行为规范、依据欧盟指令或国家法规开展的产品认证、以及依据非强制性行为规范、技术规范、要求或技术规则开展的产品与服务认证。
These regulations apply to all types of system certification in accordance with international or national standards, including private codes of practice, product certification in accordance with EU directives or national legislation, and product and service certification in accordance with non-regulated codes of practice, specifications, requirements or technical rules.

除非双方另有书面明确约定，或存在冲突的法定条款，本规则适用于审核与认证全流程的所有环节，包括但不限于：服务报价与方案、合同、采购订单和/或工作订单、排期安排，以及 DQS 与客户达成的补充协议。
Unless otherwise explicitly agreed in writing or subject to conflicting statutory provisions, these rules apply to all stages of the auditing and certification process, including, but not limited to, service offers and quotations, contracts, purchase orders and/or work orders, scheduling and supplementary agreements entered into between DQS and the client.

本“审核和认证规则”发布之日起立即生效，直至新版发布前持续有效。
These auditing and certification rules shall take effect immediately upon publication and shall remain valid until a new version is published.

本规则现行版本及附加项目要求，可在官网 https://www.dqsglobal.com/en/about/accreditation-and-notification/dqs-auditing-certification-rules查阅英文或翻译版本，也可向任意 DQS 分支机构索取。若翻译版本与英文版本存在歧义，以英文版本为准。
The current version of these rules and their additional program requirements are available in English or translated version at https://www.dqsglobal.com/en/about/accreditation-and-notification/dqs-auditing-certification-rules and can be requested from any DQS office. Should any discrepancies occur between a translated version and English versions, the English version shall always take precedence.

向客户颁发证书时，DQS 将秉持专业审慎与行业能力，按照 DQS 集团现行行为规范提供服务。服务启动时，DQS 认证机构将向客户提供该行为规范及后续修订版本。
When a certificate is issued to the client, DQS provides the services with care and expertise in the industry and in accordance with applicable Code of Conduct of the DQS Group. This DQS Code of Conduct and any amendments thereto issued from time to time shall be made available to the client by the DQS certification body at the commencement of the services.

1.2 术语阐释 Definition of terms

- “客户”是指委托并接受 DQS 审核与认证服务的顾客、任何组织或个人，亦包括其授权代表。
  “Client” are customers and any organization/person who request or receives DQS auditing and certification services, including their representatives acting on their behalf.
- “DQS” 是指 DQS 集团全体成员，包含其子公司、关联公司、合作机构，以及以自身名义或代表其他 DQS 认证机构提供审核与认证服务的授权代表。
  “DQS” refers to all members of the international DQS Group, including their subsidiaries, affiliated companies and partners, or their representatives, who offer and/or provide auditing and certification services in their own name or on behalf of another DQS certification body.
- “DQS认证机构”是指 DQS 集团内持有认可资质或授权、有权颁发相关认证证书的 DQS 法人主体。
  “DQS Certification Body” refers to the DQS company within that holds the accreditation or authorization to issue the relevant certificates.
- “认可机构”泛指经授权、可对认证机构开展认可及监督工作的 (私立或公立) 机构。
  “Accreditation body” is a collective term for an organization (private or public) that is authorized to accredit and supervise certification bodies.

- “审核”指由 DQS 执行的系统性流程，用以客观评审受审核方满足既定准则的程度，并核查相关证据是否充分；审核亦可称为评审。
  “Audits” are systematic procedures carried out by DQS to objectively assess the extent to which defined criteria are met and whether the relevant evidence is available. Audits may also be referred to as “assessments”.
- “审核员”泛指由 DQS 集团委派、执行审核工作的评审员、注册审核员及技术专家。
  “Auditors” is a collective term for assessors, auditors and experts who are commissioned by the DQS group to carry out an audit.

1.3 审核和认证服务 Audit and Certification Services

由 DQS 等独立第三方机构对管理体系、过程或产品开展审核与认证，可为客户创造价值。DQS 颁发的认证证书和/或审核报告，可作为以下事项的证明：适宜且有效的管理体系、运行过程，或符合规范要求的产品，具备依据相关要求持续满足客户期望的能力。
The auditing and certification of a management system, process or product by an independent third party such as DQS contributes to value creation for the client. A DQS certificate and/or audit report will serve as evidence for a suitable and effective management system, process, or compliant product with the capability to continuously meet customer expectations in accordance with the relevant requirements.

审核期间，具备专业资质和经验的审核员，将依据适用标准，通常以抽查方式，结合市场环境及外部影响因素的变化，对管理体系、运行过程及产品的持续适宜性与有效性进行评审。审核员通过识别改进空间，协助企业达成既定方针目标，助力客户实现长期经营发展。
During an audit, qualified and experienced auditors assess the management system, its processes and/or products for ongoing suitability and effectiveness, taking into account changing markets and influences, in accordance with the commissioned standard, usually in the form of a spot check. By identifying areas for improvement, the auditors help the organization to achieve agreed objectives and targets, thereby enabling the client’s long-term success.

凭借经认受的标准与规范审核和认证的管理体系、过程或产品，客户可通过 DQS 证书及其他认证形式，获得商业合作伙伴的信任与认可。

Through a DQS certificate or other form of certification, the client gains the trust of its business partners with its management system, process or product, which has been audited and certified in accordance with 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”，连同服务申请、报价单、订单及订单确认书、DQS 行为准则、DQS 认证标志使用规范，以及适用的当地通用条款和/或相关框架协议，共同构成客户与 DQS 之间的完整合同协议。若某 DQS 当地机构在另一 DQS 机构的授权或认可范围内提供服务，该当地机构系代表对应授权/认可机构行事，并在相关协议及机构名称中予以载明。报价单中将列明具体 DQS 认证机构；客户接受并签署当地报价单，即构成客户与该 DQS 认证机构之间具有法律约束力的认证服务合同。即便当地机构获授权以代表身份直接向客户开具服务发票，在相应认可资质项下，认证活动的运营责任始终由相应的获授权/认可的 DQS 认证机构承担。
These DQS Audit and Certification Regulations, together with the application, the quotation, the order and order confirmation, the DQS Code of Conduct, the conditions of DQS Certification Marks, as well as the applicable local General Terms and Conditions and/or a relevant framework agreement, together constitute the entire agreement between the Client and DQS. If a local DQS body provides a service within the scope of the authorization or accreditation of another DQS, it acts on behalf of the respective authorized/accredited body. This is reflected in the agreement accordingly and the name. The relevant DQS certification body is named in the quotation, and the acceptance and signing of the local quotation constitutes a legally binding certification contract between the client and this DQS certification body. Although the local body is authorized as a representative to invoice the client directly for services, operational responsibility for the certification activities under the respective accreditation always remains with the respective DQS certification body.

所有认证相关决定的唯一责任与权限均由 DQS 认证机构全权承担，包括：认证的授予、拒绝、维持、换证、暂停、暂停后恢复、撤销或作废，以及相应认证范围的扩大或缩小。

The DQS certification body bears sole responsibility and authority for all certification decisions, including the granting, refusal, maintenance, renewal, suspension, reinstatement following suspension, withdrawal or annulment of certification, as well as the extension or restriction of the scope of the respective certification.

当地通用条款可包含司法管辖、责任界定、税费、付款条件及其他补充约定条款，且通常遵循所在国家相关法律规定。DQS 与客户也可通过单独协议（即框架协议）订立合同，该框架协议必须纳入本 DQS 审核与认证规则，可通过合同正文载入或直接引用的方式生效。
Local terms and conditions may contain clauses regarding jurisdiction, liability, taxes, terms of payment and other supplementary agreements; they usually take account of the relevant national law. The contract may also be

concluded by means of an individual agreement between DQS and the client (a so-called framework agreement), which must mandatorily include these DQS auditing and certification rules by incorporating them into the text of the contract or by direct reference.

2. 认证过程 The Certification Process

DQS 对客户的管理体系、过程、产品或其部分内容开展审核，目的是判定其是否符合约定或认受的要求，如国际标准、国家标准及行业专用标准。相关认证流程可在规定周期内分为一个或多个阶段进行，审核各阶段结果通常以审核报告形式归档收尾。若为认证服务，在满足所有适用要求的前提下，由相应 DQS 认证机构向客户颁发专属证书，证明其符合相关规范要求。
DQS audits the client's management system, processes or products, or parts thereof, with the aim of determining conformance with agreed or recognized requirements, such as international, national or industry-specific standards. The relevant certification process may involve one or more stages over a defined cycle and usually concludes with an audit report documenting the results of the audit stages. In the case of certification services, subject to the fulfilment of all applicable requirements, the relevant DQS certification body issues a client-specific certificate confirming conformance with the relevant requirements.

若审核过程中发现不符合相关标准要求的不符合项，客户须制定整改措施，并在规定期限内完成实施。只有在证实整改措施有效落实、且作出准予认证决定后，方可颁发认证证书。证书上将注明认证范围与有效期。
If non-conformities with the requirements of the relevant standard are identified during the audit, the client must plan corrective actions and implement them within a specified period. Certificates are only issued once the effective implementation of appropriate corrective actions has been demonstrated and a positive certification decision has been made. The scope and validity are noted on the certificate.

大部分审核发现均基于抽样审核方式开展，旨在获取管理体系、过程或产品有效运行及合规性的可靠证据。组织可能存在审核组未核查到的其他经营层面正面或负面情况。组织应自行负责对审核发现事项的潜在影响及波及范围进行研判与评估，确保全面符合适用标准要求。DQS 对组织后续不合规情形不承担任何责任。
Most findings are based on a sampling process aimed at obtaining reliable evidence of the effective implementation and conformance of the management system, process or product. There may be other business aspects, positive or negative, that have not been examined by the audit team. It is the sole responsibility of the organization to investigate and assess the potential implications and scope of the findings in order to ensure full conformance with the applicable standards. DQS shall not be liable for non-compliance.

DQS 与客户一致同意，管理体系、过程及产品的评审与认证工作，须依据适用法规、适用的行业专项要求及双方订立的合同约定（含本审核认证规则及其他补充文件）执行。

DQS and the client agree that the assessment and/or certification of the management system, process or product shall be carried out in accordance with the applicable regulations, industry-specific requirements (where applicable) and the contractual arrangements entered into, including these auditing and certification rules or other supplements.

DQS 在审核与认证活动中保持独立性、公正性与客观性。审核原则上在客户现场实施，也可部分采用远程审核方式替代或补充。审核方式、范围及日程安排由双方另行协商确定。DQS 在开展现场审核时，将尽量减少对客户正常经营活动的干扰。管理体系认证流程一般包含下述环节。
DQS is independent, neutral and objective in its audits and certifications. As a rule, audits are always carried out at the client's premises (on-site), but may also be partially conducted, replaced or supplemented by remote audits (off-site). The nature, scope and schedule of the procedure shall be agreed separately by the parties. DQS endeavors to minimize disruption to business operations when conducting audits on the client's premises. The certification process for management systems generally comprises the steps outlined below.

管理体系 DQS 认证流程
DQS Certification process for management systems

2.1 认证流程始于客户的需求与期望。DQS 将了解客户组织及其管理体系、经营规模与业务类型。双方共同确定审核及 / 或认证目标，包括适用的标准与规范文件。
The process begins with the client's needs and expectations. DQS wants to learn about the client's organization and its management system, size and types of operation. Both parties jointly define the objectives of the audits and/or certification, including the applicable standards and specifications.

2.2 DQS 依据所获取的必要信息开展申请评审，随后根据客户个性化需求，定制编制评审 / 审核及认证服务详细报价方案。所有相关服务内容及适用的审核认证准则，均以书面合同形式明确约定。
Based on the necessary information, DQS conducts an application review and subsequently prepares a detailed offer for the assessment/audit and certification, tailored to the individual needs of the client. All relevant services and the applicable audit and certification criteria are specified and agreed in a written contract.



2.3 第一阶段审核：认证流程首先对体系文件、体系目标、管理评审结果及内部审核结果进行分析与评审，以此判定客户管理体系是否已完善到位、具备认证条件。审核员会说明审核发现，并就第二阶段审核的准备工作商定后续安排。过程认证与产品认证一般不适用第一阶段审核。
Stage 1 audit: The certification process itself begins with an analysis and assessment of the system documentation, the objectives, the results of the management review and the internal audits. This determines whether the client's management system is sufficiently developed and ready for certification. The auditor explains the findings and agrees on the next steps to prepare for the Stage 2 audit. The audit Stage 1 is generally not applicable for the certification of processes or products.

2.4 第二阶段审核：由委派的审核组在客户生产或服务现场，或采用远程审核方式，对其管理体系、运行过程或产品实施审核。审核组依据管理体系适用标准及规范，通过现场观察、现场核查、人员访谈、文件评审及其他审核方法，对各职能领域及管理体系过程的运行有效性进行评价。审核结果（含认证推荐意见及所有审核发现）将在末次会议向客户通报，并载入审核报告；必要时双方商定整改行动计划。
Stage 2 audit: The assigned audit team audits the management system, processes or products at the client's production or service site, or by using remote audit techniques. Applying the standards and specifications for management systems, the audit team will assess the effectiveness of all functional areas and management system processes based on their observations, checks, interviews, reviews of relevant documentation and other audit techniques. The audit results, including the certification recommendation and all findings, will be presented to the client during the closing meeting and included in the audit report. Action plans will be agreed upon where necessary.

2.5 体系评审与认证决定：由 DQS 对应认证机构的独立人员对本次审核及审核结果进行评审，并依据客观证据作出认证决定。 认证决定权限及责任始终归属于 DQS 认证机构；审核组在报告中给出的推荐意见对认证机构不具有约束力。客户将收到记录审核结果的审核报告；在满足所有适用要求的前提下，同时获发认证证书。
System evaluation and certification decision: The audit and its results are assessed by independent personnel from the relevant DQS certification body, who makes the certification decision based on objective evidence. Responsibility for the certification decision always remains with the DQS certification body; the audit team's recommendation documented in the report is not binding on them. The client receives the audit report, which documents the audit results, and provided all applicable requirements are met, the certificate as well.

2.6 监督审核：为保持管理体系持续有效运行并实现持续改进，每半年或至少每年对管理体系关键要素开展监督审核，再次识别改进机会。对于产品认证，通常以年度复评替代监督审核。
Surveillance audits: With a view to continuous improvement and the ongoing effectiveness of the system, key components of the management system are audited every six months or at least once a year, during which potential for improvement is identified once again. In the case of product certification, the surveillance audit is usually replaced by an annual recertification.

2.7 再认证审核：认证证书有效期为固定期限，最长通常为三年。证书周期届满时，需实施全面再认证审核，确认其持续符合适用要求；符合要求后核发新证书。
Recertification: A certificate is valid for a limited period, usually for a maximum of three years. At the end of this cycle, a comprehensive recertification is carried out to ensure continued conformance with the applicable requirements. If these are met, a new certificate is issued.

对于行业特定标准、过程认证或产品认证，上述认证流程可能有差异。
For industry-specific standards, process or product certifications, the certification process described may differ.

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

3.1. 管理体系维持 / 过程与产品符合性
Maintenance of the management system / conformity of processes and products

为获取并维持认证证书，客户必须建立、实施并持续保持符合适用标准或规范要求的成文管理体系。在过程/产品认证范畴内，客户有责任确保其持续保持符合性。为此，客户须提供能够证明自身管理体系、过程或产品符合性及有效性的证据，DQS 指派的审核组可随时对该等证据进行核查。这包括与认证范围相关的资料的提供和获取，以及对第三方场所（如关键分包方、供应商现场）的核查。此外，客户应采取一切必要措施，持续维持管理体系和/或产品的合规状态。

In order to obtain and retain a certificate, the client must implement and maintain a suitable documented management system that meets the requirements of the applicable standards or specifications. In the context of process/product certification, the client is responsible for ensuring ongoing conformance. To this end, the client must provide evidence of the conformity and effectiveness of its management system, process or product, which may be verified at any time by the appointed audit team. This includes the provision of, or access to, information and third-party sites (e.g. critical subcontractors, suppliers), insofar as these are relevant to the scope of certification. Furthermore, the client shall ensure that all necessary measures are taken to maintain the management system and/or product on an ongoing basis.

当认证方案发生变更时，若认证适用于持续性生产，客户须确保获证产品持续满足体系或产品相关要求。DQS 将核查客户对变更要求的落实情况，并在认证流程中采取一切必要处置措施。
When changes to the certification program are identified, the client must ensure that, where certification applies to

ongoing production, the certified product continues to meet the system or product requirements. DQS will verify the implementation of the changes by its clients and take any necessary measures within the certification process.

3.2. 披露义务 / 信息查阅权限 Duty of disclosure / Access to information

客户应采取一切必要保障措施，确保 DQS 能够获取开展审核和评审工作（包括投诉调查）所需的信息（文件与记录）、人员（内部及外部人员） 以及必要设施（相关设备、现场、作业区域）。为获取充足客观证据以作出认证决定及开展评审工作，DQS 有权在审核范围内：进入客户所有经营场所、查看过程与产品、访谈员工及授权代表、查阅文件和记录，并采用其他审核方式与技术收集相关资料。

The client shall take all necessary precautions to ensure that DQS has access to the necessary information (documents and records), personnel (internal and external) and the required facilities (relevant equipment, site(s), area(s)) to carry out the audit and assessment tasks, including the investigation of complaints. In order sufficient objective evidence for the certification decision or its assessment tasks, to obtain has DQS the right, within the scope of the audits to access all the client's premises, processes, products and, to review, to interview employees and authorized representatives, to inspect documents and records, and services to collect using other audit methods and techniques.

客户承诺其代表及员工提供的信息及时、真实、完整，并允许 DQS 查阅所有与审核、评审相关的资料。本义务适用于认证全流程，同时用于向认可机构等授权第三方提供认证的证据和理据。客户同意，DQS 可对所核实收集的客观证据进行调取、留存及记录，包括制作相关证据副本，归入审核文件归档留存。对于已认证的管理体系、过程及 / 或产品，DQS 有权要求客户随时提交所有投诉记录及对应的整改措施记录。

The client agrees to provide its representatives and employees with timely, truthful and complete information, to grant them access to such information that may be relevant to the audit and assessment. This obligation applies to all phases of certification and serves to provide evidence and justification of the certification to authorized third parties (e.g. the accreditation body). The client agrees that verified objective evidence collected may be and/or recorded; this includes the creation and provision of copies of any objective evidence attached to and archived the audit documentation. In the context of certified management systems, processes and/or products, all records of complaints and their corrective actions must be submitted to DQS upon request.

3.3. 变更及特殊事件告知义务 Notification of Changes and Special Incidents

客户有义务立即通知 DQS 任何可能影响已认证管理体系、过程或获证产品的变更事项。尤其包括：业务板块收购/出售、所有权变更、地址搬迁、经营范围重大调整、生产过程重大变更；发生重大事故、严重违反标准或法律法规且需监管部门介入的事件、重大突发事件及其他应上报事件；以及进入破产或和解程序等情形。DQS 将与客户协商评估在此类情形下证书的维持方式。

如发生产品召回事件，客户必须立即告知 DQS。不同认证标准及其要求设有不同时限规定，具体以相关标准及规范文件为准。

The client is obliged to inform DQS immediately of any changes that may affect the certified management system, processes or certified products. This applies in particular to the purchase/sale of parts of the business, changes of ownership, relocation, major changes to the scope of activities, fundamental process changes, incidents such as a serious accident or a serious breach of standards or legal regulations requiring intervention by the competent regulatory authority, serious incidents or other reportable events, or the commencement of bankruptcy or composition proceedings. DQS will, in consultation with the client, assess how the certificate can be maintained in such cases.

In the event of a product recall, the client is obliged to inform DQS immediately. Different timeframes apply to the various certification standards and their requirements. These requirements can be found in the relevant standards and their regulations.

3.4. 维护审核公正性义务 Contribution to the impartiality of the audit

客户不得实施任何有损 DQS 工作人员及审核员公正性的行为。尤其不得向其提供咨询服务、聘用任职、私下签约、单独私下付费安排或其他金钱利益。客户同时有义务主动配合维护审核公正性，例如主动识别并告知存在的公正性风险与潜在威胁。

The client is obliged to refrain from any action that could compromise the impartiality of DQS staff and auditors. This applies in particular to consultancy services, employment and contracts for their own account, separate fee arrangements or other monetary benefits. The client also undertakes to cooperate actively in ensuring this impartiality, e.g. by identifying risks or threats to impartiality.

3.5 审核员回避权利 Rejection of the auditor

在审核日期确认前，客户有权查阅委派的审核员名单；如存在客观正当理由（如存在公正性风险），可提出审核员回避。在符合认可规则允许范围内，DQS 将另行指派合适的替补审核员。
Prior to confirmation of the audit date, the client is entitled to review the auditor(s) assigned and if there are objectively justified grounds to reject them, such as a threat to impartiality. DQS will appoint a suitable replacement for the rejected auditor, provided this is permitted under the accreditation requirements.

3.6. DQS版权条款 DQS Copyright

当持有有效 DQS 认证证书时，客户有权将在 DQS 官网 DQS website 展示的认证证书、相应的认证标志（部分情况下亦包含认可标志）用于企业宣传，或用以提升商业合作伙伴信任度。若适用标准发生修订且已规定标准转换过渡期，过渡期结束后不得再继续使用或引用原认证。

With a valid DQS certification, the client is entitled to use the certificate, its respective certification marks (and in few cases, the accreditation marks, too) published at DQS website for advertising purposes or to build trust with business partners. When a standard is revised, and its suitable transition period is defined, the certification may no longer be used or mentioned.

受版权保护的 DQS 管理体系认证标志 DQS Certified Management System Mark® 及其他认证、认可标志，经授权使用的目的，是提升市场对获证管理体系及其运行绩效的认可度。该等标志可常规用于公司信笺、宣传手册、网络平台、展会宣传、企业车辆及广告物料中。认证证书与认证标志仅可按照本审核与认证规则规定使用，使用范围仅限认证界定的范围及有效期内，并须遵守 DQS 相关批准与认可约束；严禁将证书及认证标志粘贴于产品、产品包装上，亦不得以任何易被误解为产品合格认证的方式进行使用。对于 DQS 发布的任何有关停用某认证标志的通知，客户须及时遵照执行。

The authorized use of copyright-protected DQS Certified Management System Mark® and other certification or accreditation symbols is intended to enhance customer confidence in the certified management system and its respective performance. These marks are frequently used on company letterheads, in brochures, on the internet, at exhibitions, on vehicles or in advertisements. Certificates and certificate marks may only be used in accordance with these audit and certification regulations. The use of certificates and certification marks is limited to the scope and duration of the certification and is subject to the underlying approval/accreditation of DQS; they must not be affixed to a product, product packaging or used in any other manner that could be construed as indicating product conformity. Any notification by DQS regarding the discontinuation of a certification mark must be promptly addressed.

DQS 向客户提供的所有文件、认证资料（含 DQS 认证标志）均受版权保护。客户明确认可：DQS 交付或供查阅的所有报告及文件知识产权归 DQS 所有，承诺仅限内部使用，不得向第三方泄露，亦不得用于约定以外的其他用途。本合同项下所交付或提供的全部文件、记录及证书，无论内容还是版式外观，均不得进行篡改、增补、删减或其他形式变造，不论是电子版本还是纸质版本。未经 DQS 事先书面明确批准，严禁任何形式的修改。客户可完整公开整本审核报告，禁止摘录片段对外披露。

The documents provided to the client by DQS and the certification documents, including the DQS certification marks, are protected by copyright. The client expressly acknowledges that all reports and documents handed over to it by DQS or made available for inspection remain the property of DQS and undertakes to use them only internally, not to make them accessible to third parties or to use them for purposes other than those agreed. All documents, records and/or certificates handed over or made available under this contract may not be altered, supplemented, abridged or otherwise manipulated, either in terms of content or appearance. This applies regardless of whether the alteration is made digitally or in physical form. Any alteration is prohibited unless it has been expressly approved in writing by DQS in advance. The Client is entitled to disclose the audit report in full. Disclosure of extracts is not permitted.

若发生严重违规使用行为，DQS 保留采取相应处置措施的权利，包括无需提前通知即刻终止认证。

In the event of serious misuse, DQS reserves the right to take appropriate measures, up to and including immediate termination without advanced notice.

3.7 投诉 Complaints

DQS 所有客户均有权在约定服务框架内获得服务，使其合理期望与业务需求得到满足。如 DQS 服务不符合约定要求，客户有权向对应的 DQS 办公室提交投诉。DQS 将收集所需信息，用于事件分析与服务改进。

Every client of DQS is entitled to services provided within the agreed framework in such a way that their reasonable expectations and needs are met. In the event of non-compliance, the client has the right to submit a corresponding complaint to the relevant DQS office. DQS will request the information necessary for analysis and improvement.

3.8 申诉 Appeals

客户如对某项认证决定存有异议，可提交书面申诉，要求对该决定进行复核。由 DQS 对应认证机构委派独立、公正的技术评审人员（未参与本次审核及初始认证决定），对申诉进行最终复核并作出裁定。具备认可资质的 DQS 机构管理层将全程获知申诉处理进度。

In the event that the client disagrees with a specific certification decision, they may submit a written appeal and request a review of the decision. A separate, impartial technical reviewer from the relevant DQS certification body, who was not involved in conducting the audit or the initial decision, will make the final review and decision on the appeal. The management of the accredited DQS office is kept informed at all times of the status of 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 通过常规审核（通常为每年或每半年一次），以公正方式验证客户管理体系、过程或产品的符合性与有效性。DQS 可委托代表方或分包方部分或全部提供相关服务，客户有义务配合提供相关资料并允许现场审核。

若 DQS 收到任何足以质疑已获证管理体系、过程或产品符合性及有效性的相关信息，DQS 有权与客户协商后开展相关调查，例如实施额外的非例行专项审核。在有法律法规管辖的领域，如有正当理由，DQS 有权实施突击附加审核。

当认证方案新增或修订涉及客户的相关要求时，DQS 应确保将变更内容通知所有客户。DQS 将核查客户对变更要求的落实情况，并按认证方案规定采取相应处置措施。

DQS verifies the conformity and effectiveness of the client's management system, process or product impartially through regular audits (usually annual or half-yearly). DQS may provide its services in part or full through representatives or subcontractors; the client is obliged to grant access to the information.

Should DQS receive any information that casts doubt on the conformity or effectiveness of a management system, process or product certified by DQS, DQS is entitled, following consultation with the client, investigations in this regard, e.g. in the form of additional extraordinary to carry out audits. In areas governed by law, DQS is entitled, in justified cases, to carry out additional, unannounced audits.

When the certification scheme introduces new or revised requirements that affect the client, DQS shall ensure these changes are communicated to all clients. DQS shall verify the implementation of the changes by its clients and shall take actions required by the scheme.

4.2. 认可与授权 Accreditation and Authorization

各 DQS 认证机构经各类认可机构以及其他政府、非官方主管机构或项目所有权人授权，可依据多项法规要求出具审核报告与认证证书。DQS 有义务允许上述机构的工作人员或授权代表参与审核活动。在适用认可与认证规则有必要的前提下，并兼顾本规则保密条款要求，DQS 应向其开放内部文件及客户相关资料。若个别标准有明确规定，客户相关资料及审核结果须报送至上述机构。客户接受本审核与认证规则，即表示认可现行有效的认可与授权相关法规（如 ISO/IEC 17021-1、ISO/IEC 17065 等）及前述相关规定。

DQS 认证机构有权将全部或部分服务工作委托其他 DQS 分支机构、授权代表或分包方实施，但认证决定权限不得委托。若证书由非客户直接签约的本地 DQS 合作机构颁发，本规则约定的全部权利与义务，同时适用于 DQS 认证机构及开展业务的本地 DQS 办公室。

若相关批准 / 认可资质发生暂停、受限或撤销等变更，DQS 将及时提供相关正式信息。

The respective DQS certification bodies are authorized by various accreditation bodies and other Governmental and non-Governmental Authorities or Program Owner to issue audit reports and certificates in accordance with numerous sets of regulations. DQS is obliged to allow employees or agents of these bodies to participate in audits. It grants them access to its own documents and to client-related data, taking into account the confidentiality aspects described in these rules, insofar as this is necessary under the applicable accreditation and certification rules. Where individual standards expressly require it, customer-related data and audit results shall be passed on to these bodies. By accepting these auditing and certification rules, the client acknowledges the current version of the accreditation and authorization regulations (e.g. ISO/IEC 17021-1 or ISO/IEC 17065), including those mentioned above.

The DQS certification bodies are entitled to delegate the provision of services, or parts thereof, with the exception of any certification decisions, to other DQS offices, representatives or subcontractors. Whenever certificates are issued by a DQS certification body that is not the client's direct local contractual partner, all rights and obligations described herein shall apply to both the DQS certification body and the local DQS office carrying out the work.

DQS shall provide appropriate and timely information regarding relevant changes relating to the suspension, restriction or withdrawal of approvals/accreditations.

4.3 审核员的委派 Assignment of Auditors

委派具备资质的审核员完全由 DQS 全权负责。DQS 承诺仅委派专业资质、从业经验及个人能力均适配审核任务的审核员执行工作。审核员须具备对应标准的执业资质，拥有客户业务领域的相关从业经验，以及管理体系与审核从业经验。针对特定审核或认证流程，DQS 通常委派两名及以上审核员组成审核组。应客户要求，DQS 可向客户提供审核员简要履历。DQS 有权自行酌情为审核组增补技术专家、见证审核员、翻译人员、观察员或实习审核员；同时 DQS 确保上述人员均履行同等保密义务。

若审核员在审核前夕或审核期间无法到场，DQS 将在条件允许的情况下另行指派合适人员替补。

The assignment of competent auditors is the sole responsibility of DQS. DQS undertakes to deploy only auditors who are suitable for this task on the basis of their professional qualifications, experience and personal abilities. The auditors must be appointed for the relevant standard(s) and have appropriate experience in the client's field of activity, as well as management and auditing experience. DQS frequently appoints a team of two or more auditors for a specific audit or the certification process. Upon request, DQS will provide the client with a brief biography of the auditors. DQS is entitled, at its own discretion, to supplement the audit team with technical experts, witness auditors, translators, observers or trainees; at the same time. DQS ensures that these individuals are bound by the same confidentiality obligations.

Should an auditor be unable to attend immediately before or during the audit, DQS shall – wherever possible – provide a suitable replacement.

4.4 审核安排 Scheduling of Audits

DQS 有权且有义务对客户的管理体系、过程或产品安排审核计划。审核日期应由双方依据适用规则协商一致确定，并以书面形式确认。审核日期一经确认，即具有约束力。若认证机构或认可机构对审核进行见证（即见证审核），客户须无条件接受并予以配合。

根据适用标准要求，认证活动还可能包含突击审核，可为完全不提前通知或仅短时通知两种形式。若因客户原因（如拒绝现场准入）导致突击审核无法实施，DQS 有权就本次突击审核已产生的筹备实际费用向客户收取款项。获证现场须做好必要安排，确保突击审核时审核员可顺利进入现场开展工作。

DQS is entitled and obliged to schedule audits of the client's management system, process or product. Audit dates should be agreed by mutual consent between both parties, taking into account the rules applicable. Audit dates shall be agreed in writing. Once confirmed, these audit dates are binding. If certification or accreditation bodies observe an audit (so-called witness audit), the client must in all cases tolerate and facilitate this.

Depending on the standard, certification may also include unannounced audits, which may be either completely unannounced or announced at short notice. If an unannounced audit cannot be carried out for reasons for which the client is responsible (denial of access), DQS may invoice the client for the costs actually incurred in preparing for the unannounced audit. The certified site must take the necessary steps to ensure that the auditor is granted access in the event of an unannounced audit.

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

在客户已履行全部认证要求及合同义务后，DQS 须编制审核报告，并向客户颁发 DQS 认证证书（以下简称“证书”）。认证决定权归所属 DQS 认证机构独有，认证决定依据审核报告所载或引用的认证推荐意见及审核结果作出；审核组在报告中出具的推荐意见，对 DQS 认证机构不具有约束力。

Once the client has fulfilled all certification requirements and contractual obligations, DQS shall prepare an audit report and issue a DQS certificate (hereinafter referred to as the "certificate") to the client. The decision on certification is the sole responsibility of the relevant DQS certification body and is based on the certification recommendation and the audit result, as recorded in or referenced in the audit report; the audit team's recommendation documented in the report is not binding on the DQS certification body.

4.6 向第三方信息披露 Disclosure of information to third parties

DQS 有权建立并公示有效持证客户名录。公示内容包括获证组织名称、地址、认证范围、适用标准及认证状态。

客户对此类公示，以及在政府机构、认可机构、项目持有方运营的国家或国际法定数据库中公示相同信息，视为已默认同意。

在部分行业专项认证项目中，部分审核信息及客户资料需强制录入由标准持有方提供的申报系统或外部数据库（如汽车、航空航天、食品行业项目）。客户一旦接受该类标准的认证报价，即表示同意上述要求，尤其同意相关数据可存入指定数据库，并允许第三方查阅、调取。

依据适用认可规则要求，认证信息需按规定报送至 IAF 国际互认证书查询数据库 IAF CertSearch database。

凡由 DQS 在德国 DAkkS 认可资质下颁发的认证，仅在客户事先明确同意后方可向 IAF CertSearch 报送数据。该同意通过两步注册流程完成。客户一经同意，即授权可对企业相关联络信息进行处理，并报送至 IAF CertSearch 数据库，用于认证信息注册与公示，且以实现该用途所需范围为限。客户可随时撤回同意，撤回仅对未来生效。

必要时，客户提供的相关信息可转交至其他认证机构或认可机构，用于支撑认证决定、核实认证状态，以及开展文审、见证审核等工作场景。

除法规另有规定外，DQS 认证机构须将审核及认证相关记录至少留存两个认证周期（通常为六年），同时完全遵守适用的国内及国际法律法规（如欧盟《通用数据保护条例》GDPR）。最低保存期限届满后，除非客户另有书面指示，否则 DQS 有权自行决定继续留存或销毁相关记录；若按客户特殊指示处理所产生的相关费用，将由客户承担。

DQS is entitled to maintain and publish a directory of all clients with valid DQS certification. This publication contains the name and address of the certified organization, as well as the scope, the applicable standard and the certification status. The client's consent is deemed to have been given for this and for the publication of the same information in mandatory national or international databases operated by government bodies, accreditation bodies or program owners.

In some industry-specific certification programs, a portion of the audit and the client's data is mandatorily recorded in applications or external databases provided by the standard owner (e.g., automotive, aerospace, and food programs). By accepting the offer for these standards, the client agrees to this, in particular that this data may be stored in, accessed, and viewed by third parties in the relevant databases.

Certification data is transmitted to the IAF CertSearch database to the extent required by applicable accreditation requirements.

In the case of certifications issued by DQS under DAkkS accreditation, data is transmitted to IAF CertSearch only with the customer's prior express consent. This consent is obtained through a two-stage registration process. By granting consent, the customer agrees that company-related contact details may be processed and transmitted to the IAF CertSearch database for the purpose of registration and publication of certification information, insofar as this is necessary to achieve the aforementioned purposes. Consent may be withdrawn at any time with future effect.

Where necessary, information provided by the client is passed on to certification bodies or accreditation bodies to support certification decision and verify certification status or in the context of conducting office and witness audits.

Unless otherwise required by regulatory provisions, records relating to the audit and certification process are by the DQS certification body for at least two certification cycles (usually retained six years); applicable national or international legal provisions (e.g. under the GDPR) are taken fully into account. Upon expiry of the minimum retention period, DQS shall retain or dispose of the records at its own discretion, unless the client has instructed otherwise; costs incurred in carrying out any such instructions shall be invoiced to the client.

4.7 公正性 Impartiality

DQS 承诺依据相关规范性依据（Global ACI-MRA-001 中规定的第三级标准，如 ISO/IEC 17021-1），在提供服务过程中恪守公正性原则。

DQS undertakes to maintain impartiality in the provision of services in accordance with the relevant normative basis (Level 3 standard defined in Global ACI-MRA-001, e.g. ISO/IEC 17021-1).

5. 证书及认证标志 Certificates and certificate symbols

5.1 颁发与使用 Issuance and use

客户在认证过程中证实已满足所有适用要求后，DQS 认证机构将出具认证文件，证明其管理体系、过程或产品符合选定的国家标准、国际标准或公认的行业专项要求。管理体系证书不代表符合法律法规要求。证书有效期为固定期限，自作出认证决定之日起计算，最长通常为三年。

证书一经颁发，即启动对获证管理体系、过程或产品持续符合性的监督活动。认证的授予与维持，以客户遵守所有合同约定及条款条件为前提。

若有迹象表明客户的管理体系、过程、产品或服务不再满足认证要求、监管法规及其他适用规定，客户应配合 DQS 开展事实核查，包括提供相关不符合项情况、必要的整改方案及整改实施情况资料。

客户确认：监督审核、专项推广审核及各类额外非常规审核等监督活动，仅用于验证管理体系、过程及产品是否持续符合认证要求，并不免除客户对自身管理体系、过程、产品及服务应承担的主体责任。

证书及认证标志不得转让给权利承继方或其他组织。证书有效期届满，或认证被暂停、撤销、注销时，客户必须立即

停止所有与该认证相关的宣传使用。认证被撤销或注销后，客户须交回纸质原版证书，不得行使留置权。

Provided that the client has demonstrated during a certification process that all applicable requirements have been met, the DQS Certification Body issues certification documents confirming the conformity of the client's management system, process or product with selected national or international standards or recognized industry- or sector-specific requirements. Certificates for management systems do not confirm compliance with legal requirements. Certificates are valid for a limited period, usually for a maximum of three years, commencing with the certification decision.

Once the certificate has been issued, activities to monitor the ongoing conformity of the certified management system, process or product commence. The granting and maintenance of certification are subject to the client's compliance with all contractual agreements and terms and conditions.

Should there be indications that the client's management system, processes, products or services do not comply with certification requirements, regulatory and/or statutory provisions or other applicable requirements, the client agrees to cooperate with DQS to clarify the facts. This includes information regarding the reported non-conformity as well as information on necessary and implemented corrective actions.

The client acknowledges that surveillance activities, such as surveillance/promotional audits and any extraordinary additional audits, serve solely the purpose of verifying the conformity of the management system, process or product with the certification requirements and do not in any way relieve the client of its own responsibility for its management system, processes, products and services.

Certificates and certification marks may not be transferred to legal successors or other organizations. Upon expiry of the validity, or in the event of suspension, withdrawal or cancellation of a certification, the client must cease all advertising relating to the certification. The client undertakes to return physically issued certificates following withdrawal or cancellation; a right of retention is excluded.

5.2 不颁发证书 Non-issuance of the Certificate

DQS 认证机构仅在初次认证或再认证审核中，依据现行专业技术水平，确认已完全满足所选标准、规范及合同全部要求后，方可颁发证书。若存在不符合项，审核员需在不符合项报告中予以记录，或明确列出颁发证书前必须满足的前置条件。

所有不符合项及前置条件，须在 DQS 颁发证书前完成整改或全部满足。必要时，DQS 将进行全部或部分复审。即便经过跟踪审核或专项审核，若不符合项仍未整改到位、或未满足发证要求，则本次认证流程以出具审核报告告终，不予发证。

The DQS certification body may only issue certificates if it has been verified that, within the initial or recertification, in accordance with the state of the art, all requirements of the selected standards, specifications and contracts have been met. In the event of nonconformance, the auditor these shall document non-conformities in a non-conformity report or specify the conditions that must be met in order for a certificate to be issued.

All non-conformities or conditions must be rectified or met prior to the issue of the DQS certificate. If necessary, DQS will repeat the audit in whole or in part. If the non-conformities have not been rectified or the requirements for the issue of a certificate have not been met even after a follow-up or special audit, the certification process will be concluded with a report without a certificate.

5.3 证书的暂停、撤销和注销 Suspension, Withdrawal and Cancellation of the Certificate

5.3.1 暂停 Suspension

如客户明显违反认证规则、与 DQS 签订的合同义务或付费义务，DQS 认证机构有权在一定期限内暂停已颁发的证书，尤其出现以下情形时：

- ✓ 有证据证明未在约定期限内有效落实整改措施；
- ✓ 不配合 DQS 为维持认证而安排的审核日期，或致使计划审核无法开展，超出上次审核规定时限；
- ✓ 未及时向 DQS 告知管理体系计划变更、特殊事件、产品召回（见 3.3 条款）及其他影响认证符合性的变更事项；
- ✓ 获证场所搬迁，且未事先告知 DQS；
- ✓ 以误导公众的方式违规使用 DQS 证书或认证标志；
- ✓ 审核及认证服务应付费用经至少一次催缴后仍逾期未支付；
- ✓ 认证所依据的标准、规范或其他要求文件，在合理过渡期（最长三年）届满后，已不符合 Global ACI-MRA-001 中规定的第四、第五级文件的最新要求。

若在作出认证决定后发现严重违反认可规则的行为，DQS 认证机构同样有权暂停证书。发生不可抗力情形（见 6.6 条款）时亦适用本规定。

DQS 将首先出具可能暂停证书的书面通知。若两周内仍未整改完毕，DQS 将书面告知客户认证暂停决定，并说明暂停原因及恢复认证所需采取的整改措施。

认证暂停为临时性质，最长期限通常为 90 天。若能在规定期限内证实已有效完成整改要求，将解除认证暂停；逾期仍未落实整改措施的，DQS 认证机构可按下文规定撤销证书。

The DQS certification body is entitled to suspend the issued certificate for a limited period if the client demonstrably breaches certification rules or contractual or financial obligations towards DQS, particularly if

- ✓ it is demonstrable that corrective actions have not been effectively implemented within the agreed timeframes;
- ✓ the audit dates proposed by DQS for the maintenance of certification were not met or planned audits could not be carried out, thereby exceeding the specified time limit since the last audit;
- ✓ DQS has not been informed in good time of planned changes to the management system or of specific incidents, product recalls (see 3.3) or other changes that affect conformance with the requirements on which the certification is based;
- ✓ the certified site has been relocated without prior notification to DQS;
- ✓ a DQS certificate or a certificate symbol has been used in a misleading manner;
- ✓ payments due for audit and certification services have not been made on time following at least one payment reminder;
- ✓ if, after the expiry of a reasonable transition period (max. three years), the standard, specification or other requirements document on which the certification is based no longer corresponds to the state of the art at Levels 4 and 5 (documents defined in Global ACI-MRA-001).

Should significantly breaches of the accreditation rules come to light after the certification decision, the DQS certification body is also entitled to suspend the certificate. The same applies in the event of force majeure (see 6.6).

DQS shall first give written notice of a possible suspension. If the reasons for the suspension are not rectified within two weeks, DQS shall inform the client in writing of the suspension of the certification and shall specify the reasons and the necessary measures to reinstate the certification.

The suspension of certification is temporary (usually for a maximum of 90 days). If it can be demonstrated that the required measures have been effectively implemented within the specified period, the suspension of certification will be lifted. If the required measures are not implemented by the deadline, the DQS certification body may withdraw the certificate, as described below.

5.3.2 撤销 Withdrawal

若出现以下任一情形，**DQS 认证机构**有权向客户发出书面通知后，**撤销证书或宣告证书失效**：

- ✓ 认证暂停期限已届满；
- ✓ 无法保证管理体系、过程或产品符合相关基准法规要求，或客户不愿整改、无能力整改不符合项；
- ✓ 证书被暂停后，客户仍继续以认证资质进行宣传，或以其他任何具有误导性的方式使用认证;
- ✓ 客户使用认证资质的行为损害 DQS 认证机构及 DQS 品牌声誉；
- ✓ 授予证书所依据的先决条件不再满足；
- ✓ 客户无论主观故意或客观非故意，进入破产程序;
- ✓ 客户实质上终止与 DQS 的合同关系;
- ✓ DQS 自身认可资质被暂停、限制或撤销，且符合性声明涉及持续监督活动;
- ✓ 因事实或法律原因，已完全或部分无法开展必要且合规的认证、审核或监督服务。

The DQS certification body is entitled to withdraw certificates or declare them invalid following written notification to the client if

- ✓ the deadline for the suspension of certification has expired,
- ✓ the conformity of the management system, process or product with the underlying regulations is not guaranteed, or the client is unwilling or unable to rectify the non-conformities,
- ✓ the client continues to advertise the certification after the certificate has been suspended or uses it in any other misleading manner,
- ✓ the client uses its certification in a manner that brings the DQS certification body or DQS into disrepute,
- ✓ the conditions that led to the award of the certificate are no longer met,
- ✓ the client files for bankruptcy, whether intentionally or unintentionally,
- ✓ the client effectively terminates the contractual relationship with DQS,
- ✓ the underlying accreditation of DQS has been suspended, restricted or withdrawn, and the statement of conformity

involves ongoing surveillance,
- ✓ the performance of necessary and appropriate certification, auditing or surveillance services has become wholly or partially impossible, either de facto or de jure.

5.3.3 注销 Cancellation

若出现以下任一情形，DQS 认证机构有权注销证书或追溯宣告证书无效：

- ✓ 事后查实，颁发证书时并未满足法定发证必备条件；
- ✓ 客户以不正当方式干预认证过程，致使审核结果的客观性、中立性及独立性受到质疑。

The DQS certification body is entitled to cancel certificates or have them declared invalid with retroactive effect if

- ✓ it subsequently transpires that the conditions necessary for the issue of the certificate were not met,
- ✓ the client has improperly influenced the certification process in such a way that the objectivity, neutrality or independence of the audit result is called into question.

5.4 认证转移 Transfer of certifications

收到认证转移申请时，DQS 认证机构应评估是否满足转移法规要求，以及满足的程度。

若 DQS 认证机构判定不予转移，则按初次认证流程办理。

认证转移审核通过后，由 DQS 认证机构核发证书，沿用原转出认证机构的证书有效期，并可启动常规监督审核。

证书转移的特定要求及附加条件，可在特定认证项目要求中另行规定。

若认证流程转入承接机构，即便与客户的合同关系已终止，DQS 认证机构仍可履行法规规定的职责与义务，并向承接机构提供该客户过往认证相关的必要资料（包括审核报告、证书及其他流程相关文件信息）。

In the event of a transfer request, the DQS Certification Body shall assess whether and to what extent the regulatory requirements for a transfer are met. In the event that the DQS Certification Body rules out a transfer, the procedure shall proceed as an initial certification.

Following a successful transfer, the certificate is issued by the DQS Certification Body with the validity periods of the transferring certification body, and regular surveillance may commence. Specific requirements or conditions regarding the transfer of certificates may be regulated in specific program requirements.

In the event of the transfer of a certification procedure to a receiving body, the DQS certification body is permitted, even after the termination of the contractual relationship, to fulfil the regulatory tasks and obligations and to provide the receiving body with the necessary information (reports, certificates and other procedure-related information) from the client relating to the previous certification.

6. 其他规定 Miscellaneous

6.1 无合作关系或代理 No Partnership or Agency

双方确认，DQS 以独立缔约方身份向客户提供服务，本合同不构成 DQS 与客户之间任何合伙、代理、雇佣或信托关系。

客户确认：DQS 不替代客户或任何第三方主体，亦不免除其应尽义务；同时 DQS 不会代为承担、放弃或承诺履行客户对第三方、以及任何第三方的任何义务。

The parties acknowledge that DQS provides its services to the client as an independent contractor and that the contract does not establish a partnership, agency, employment or fiduciary relationship between DQS and the client.

The Client acknowledges that DQS neither takes the place of the Client or any third party, nor releases them from their obligations, nor does it otherwise assume, waive or undertake to fulfil any obligation of the Client towards third parties or that of any third party.

6.2 责任限制和赔偿 Prohibition of assignment and transfer

除本合同另有明确规定或双方书面另行约定外，本合同具有人身专属性，任何一方不得将其全部或部分权利义务进行转让、转移、设定负担、质押、分包或以其他方式处置。双方确认，均以自身名义行事，不代表任何第三方。

尽管有上述约定，DQS 可将其在本合同项下的部分或全部权利与义务，转让、转移或分包给其关联公司、合作机构或授权代表机构。

Unless expressly provided otherwise or agreed in writing by the parties, the contract is personal to the parties and no party may assign, transfer, encumber, pledge, subcontract or otherwise deal with its rights and obligations, in whole or in part. Each party confirms that it is acting in its own name and not on behalf of any other person.

Notwithstanding the foregoing, DQS may assign, transfer or subcontract some or all of its rights and obligations under the contract to an affiliate or partner of DQS or to one of its representatives.

6.3 制裁法规限制 Restrictions under sanctions law

若因本国或国际制裁法规、禁运措施及同类法律管控措施，导致合同约定的认证、审核或监督服务全部或部分无法开展，或仅能在大幅受限、条件显著恶化的情况下提供时，DQS 认证机构有权撤销已颁发的证书。
DQS 认证机构应立即将相关情况通知客户。
若该等限制非由 DQS 认证机构原因造成，客户无权要求赔偿损失，亦无权申请退还已支付费用。
Should national or international sanctions regulations, embargoes or comparable legal measures result in the provision of the contractually agreed certification, auditing or surveillance services becoming wholly or partially impossible, or only possible under significantly more difficult conditions, the DQS certification body shall be entitled to withdraw the issued certificate.
The DQS Certification Body shall inform the client immediately of the relevant circumstances. In this case, there shall be no entitlement to compensation or a refund of fees already paid, provided that the DQS Certification Body is not responsible for the restrictions.

6.4 部分条款无效 Partial invalidity

若本认证合同任何条款全部或部分无效、失效或无法执行，不影响合同其余条款的效力。
双方承诺，将以有效条款替代无效或无法执行的条款；替代条款应尽可能贴近原条款订立时本认证合同的初衷，并符合适用法规要求。
Should any provision of this certification contract be or become wholly or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions of the contract. The parties undertake to replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the purpose of the certification contract as intended by the original provision and complies with the applicable regulatory requirements.

6.5 数据保护 Data Protection

DQS 认证机构及其委派的审核人员，均须遵守现行有效的数据保护相关法律法规（见第 7 条），并就相关个人信息的处置与处理事宜保持充分透明。
The DQS certification body, including the appointed auditors, must comply with all applicable data protection laws in accordance with the applicable law (see 7.) and provide sufficient transparency regarding the handling and processing of relevant personal data.

6.6 不可抗力 Force majeure

若义务无法履行或履行延迟，系因当事方无法控制的事件所导致，则 DQS 与客户均不视为违反本约定，亦无需承担违约责任；
该等事件包括但不限于：战争、武装冲突、恐怖袭击、内战、骚乱、危险物质事故、大范围流行病、传染病、自然灾害、极端天气、火灾、爆炸、公用设施故障、罢工、基础设施瘫痪、运输延误，以及由前述事件引发的各类官方管控措施，或其他不可抗力事件。
发生不可抗力事件时，受影响一方应立即通知另一方，并说明事件详情及预计持续时间。
若不可抗力事件持续九十（90）日以上，任何一方均有权立即终止本合同。
Neither DQS nor the client shall be in breach of these rules nor liable for any failure or delay in the performance of their obligations if the cause of such failure or delay is attributable to events beyond the control of the party concerned, including but not limited to wars, armed conflicts, terrorist attacks, civil wars, riots, hazardous substances, pandemics, epidemics, natural disasters, extreme weather, fire, explosion, failure of utilities, strike, infrastructure failure, transport delays or any public restrictions resulting from the aforementioned incidents or in the event of other force majeure events.
In the event of a force majeure event, the affected party shall immediately notify the other party thereof, including details of the situation and its expected duration. Should the force majeure event last for more than ninety (90) days, either party shall be entitled to terminate the contract with immediate effect.

7. Applicable law

凡适用本 DQS 审核与认证规则的合同关系，均专属适用 DQS 认证机构注册地所在国家的实体法。
排除国际私法以及《联合国国际货物销售合同公约》（CISG）的适用。
Any contractual relationship to which the DQS auditing and certification rules apply shall be governed exclusively by the substantive law of the country in which the DQS certification body has its registered office. The application of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG)

is excluded.

8. 额外计划要求 Additional Program Requirements

对于部分行业专项的管理体系或产品认证服务，可能适用附加强制性要求（见下文）。
上述“项目要求”可查阅官网：https://www.dqsglobal.com/en/about/accreditation-and-notification/dqs-auditing-certification-rules
For some sector-specific certification services for management systems or products, additional mandatory requirements may apply (see below). These “program requirements” are available on the website https://www.dqsglobal.com/en/about/accreditation-and-notification/dqs-auditing-certification-rules .

DQS GmbH - 汽车行业： ***Automotive Sector*:**	汽车行业相关附录 Annex Automotive
DQS GmbH - 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 – Rail Vehicle Industry*:**	轨道交通行业附录 Annex IRIS
DQS GmbH – 汽车行业的信息安全 ***DQS GmbH – Information Security in the Automotive Industry:***	TISAX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 GmbH 项目 ***DQS MED programs:***	DQS 医疗器械有限公司审核与认证规则及其补充文件 DQS Auditing and Certification Rules of DQS Medizinprodukte GmbH and its supplements
DQS CFS GmbH 项目： ***DQS CFS GmbH programs*:**	DQS CFS 有限公司附录：食品、饲料、家居与消费品、生物质可持续性 管理体系认证与产品认证评价的特殊条件 Annex of DQS CFS GmbH: Special conditions for the assessment of management system certifications and product certifications for Food, Feed, Household & Consumer Products, Biomass Sustainability.
中国大陆市场 **Chinese Market:**	针对在中国市场开展活动的具体条件，包括由中国政府机构 (如认监委) 等制定的规则。 Specific Conditions for activities on the Chinese market as defined by Chinese governmental authorities (E.g. CNCA), etc
标志使用规范（CF12） ***Use of Marks (CF12)***	DQS 认证标志使用条件及证书内容说明 Conditions of DQS certification marks and explanation of the certificate content.

文件结束
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