THIS AGREEMENT is dated / /

此协议制定于 年 月 日

BETWEEN

合作双方为

(1) **SA CERTIFICATION LIMITED** a company registered in England and Wales under company number 00726903 whose registered office is at Spear House, 51 Victoria Street, Bristol BS1 6AD, ("SA C**ert**"); and

土壤协会认证有限公司，本公司注册于英格兰及威尔士，企业代码 00726903.注册地址为英国的布里斯托尔 BS1 6AD、维多利亚街道斯皮尔屋。（"SA 认证"）以及

(2) **Company Name** a company registered in **Country Name** under number **COMPANY NUMBER** whose registered office/principal place of business is at **Address** ("**Client**").

[ ] 公司注册于 [] 注册代码 [] 注册/经营地址[ ]

RECITALS

序言

A. SA Cert is a wholly owned subsidiary of The Soil Association Limited, a company limited by guarantee and incorporated in England and Wales under number 00409726, and which is a not-for-profit registered charity organisation.

土壤协会认证有限公司是土壤协会有限公司的全资子公司，是一家担保的有限公司，注册于英格兰和威尔斯，代码为 00409726。是注册的非营利公益组织。

B. SA Cert is an accredited certification body for the delivery of certification under a number of regulations and standards including but not limited to EU Organic Regulations (EC) 834/2007 & 889/2008 as retained in the UK, Soil Association standards, Forest Stewardship Council® ("FSC®") FSC Licence Code FSC® A000525, Programme for Endorsement of Forest Certification ("PEFC™") PEFC™ Licence Code PEFC / 16-44-917, UK Woodland Carbon Code, Global Organic Textile Standard (GOTS), Textile Exchange Organic Content Standard (OCS) and COSMOS-standard and their amendments.

土壤协会认证有限公司是根据多项法规和标准发布认可的认证机构，包含但不限于欧盟有机法规（EC）834/2007 和 889/2008 保留在英国，土壤协会标准，森林经营委员会®（"FSC®"）FSC 许可号 FSC® A000525，森林认证认可计划("PEFC™"）PEFC™许可号 PEFC / 16-44-917，英国林地碳规定，全球有机纺织品标准（GOTS），纺织品交换有机内容标准（OCS）和 COSMOS 标准及其修订。

C. The Client is desirous of achieving certification to the Qualifying Standards and on the terms and conditions as set out in this Agreement.

客户为获得认证应满足合格性标准以及本协议规定的条款和条件。

D. SA Cert has agreed to evaluate the Client on the terms as set out in this Agreement to consider, and if thought fit, to issue a Certificate of Registration.

土壤协会认证有限公司已同意按照本协议中规定的条款对客户进行评估，并且如果企业满足相关要求，将发行注册证书。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATION

定义与解释

1.1 In this Agreement (including the Recitals), each of the following words and expressions shall, unless the context requires otherwise, have the following meanings:

本协议（包括序言）中，除上下文义另有所指外，以下每个词语和表达应具有以下含义

"Accreditors" **"认可机构"**	Accreditation Bodies who accredit Certification Bodies to deliver Certification to Schemes; 负责认可向体系提供认证服务的认证机构的认可机构；
"Applicable Laws" **"适用的标准"**	any applicable laws, statutes, legislation, statutory instruments or orders made thereunder, any EU or international legislation, regulations, requirements or standards and any required consents, licences, permissions, authorisations or compliance with any regulatory policies, codes of conduct, guidelines, industry codes or standards, as any of the foregoing may be amended, consolidated, modified, extended, re-enacted or replaced from time to time; 任何适用的法律、规章、法规、法定文书或根据本协议作出的命令，任何欧盟或国际立法、法规、要求或标准，以及任何所需同意、许可、允许、授权或遵守的任何监管政策、行为准则、方针、行业规范或标准，上述任何内容可以被修正，不时修订，修改，延长，重新颁布或更换;
"Audit" **"审核"**	an inspection of any Sites together with any documentation or other information as deemed necessary to inspect by SA Cert; 通过任何网站以及文件的检查以及土壤协会认证有限公司认为有必要的对其它信息的检查；
"Business Day" **"工作日"**	any day other than a Saturday or Sunday when banks in London are open for business; 除了星期六或星期日以外，伦敦的银行营业的任何一天;
"Certificate of Registration" **"注册证书"**	a certificate, including the scope of certification schedule and any other schedules attached to it, registering the issue of a Licence to the Client on the terms of this Agreement and confirming the Qualifying Standards to which the Client is certified; 包括认证范围的附表和任何其它附表附件的证书，根据本协议的条款向客户颁发注册的许可证书，并确认认证的客户符合合格标准；
"Controller" **所有者**	any person, agency or other body who falls under the definition of "Data controller" or "Controller" under any Data Protection Law. 任何在数据保护法下属于数据所有者或所有者的人、机构或其他机构，
"Client Personal Data" **客户个人数据**	Personal Data of the Client (if any) and of the Client's employees, staff, and other representatives. 客户和客户的雇员、职员和其他代表（如有的话）的个人数据。
"Data Protection Law" **数据保护法**	, (a) the Data Protection Act 2018 (**DPA 2018**), the **UK GDPR** [as defined in section 3(10) (as supplemented by section 205(4)) of the DPA 2018), (c) any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation; (d) any replacement to, addition to, or amendment of, any of the foregoing; and (e) any other applicable UK laws concerning data protection, confidentiality or privacy which may come into force from time to time. (a) 《2018 年数据保护法》(DPA 2018)、英国 GDPR(定义见 DPA 2018 第 3(10)条(由第 205(4)条补充)，、有关数据保护、隐私或机密性的任何其他适用法律以及任何附属或相关立法； (d) 对上述任何一项都可以进行替代、补充或修改(e)适用任何有关数据保护、保密或隐私的英国法律，包括一些不时生效的法律；
"Documents" **"文件"**	all relevant documentation of the Client as SA Cert may request to allow it to consider granting a Licence to the Client and any information provided by the Client in support of the application to be certified to a Qualifying Standard; 土壤协会认证有限公司考虑授予许可证书时可能需要客户的所有相关文件，

	以及客户提供的用于支持申请符合认证标准的任何信息；
“Evaluation” **“评估”**	an evaluation of the Client by SA Cert against the Qualifying Standards which may include any number of Audits; 土壤协会认证有限公司依据合格标准对客户开展的评估，这可能包括一系列的审核；
“Fees and Charges” **“费用与收费”**	the fees and charges as set out in Clause 6.1; 费用与收费详见条款 6. 1
“Force Majeure Event” **“不可抗力事件”**	as defined in Clause 15; 定义在条款 15
“Intellectual Property Rights” **“知识产权”**	all patents, rights to inventions, copyright and related rights, moral rights, database rights, semiconductor topography rights, supplementary protection certificates, petty patents, utility models, plant variety rights, rights in designs, trade marks, service marks, trade names, domain names, rights in goodwill, rights in undisclosed or confidential information (including know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world; 所有专利、发明权、版权及相关权、道德权、数据库权、半导体地貌权、补充保护证书、小专利、实用新型、植物品种权、设计权、商标、服务标志、商号、域名名称、商誉权、未公开或机密信息（包括专有技术，商业秘密和发明（无论是否具有专利权）），以及其他类似或同等的权利或形式的保护（无论是注册还是未注册）和所有申请（或适用的权利），并且对于现在或将来存在的世界任何地方的这种权利的复兴和扩展；
“Licence” **“许可”**	permission granted by SA Cert to the Client in association with the Qualifying Standards, dependent on compliance with the terms of this Agreement and the terms of a valid Certificate of Registration; 土壤协会认证有限公司将依据企业是否遵守本协议的条款和有效注册证书的条款来授权客户合格标准的许可，
"Personal Data" **个人数据**	any information which falls within the definition of "personal data" under any Data Protection Law. 在任何数据保护法下属于“个人数据”定义的任何信息；
"Processing, Processed and Process" **生产，加工，工艺**	as described in the UK GDPR. 如英国 GDPR 描述；
“Qualifying Standards” **“合格标准”**	the standards to which the Client makes an application for certification and from time to time published or updated. The Qualifying Standards will set out which Scheme Logos or Trademarks that the Client is permitted to use and the Client will be required to comply with the Qualifying Standards at all times; 客户申请认证的标准，并不时发布或更新。合格标准规定允许客户使用哪种体系标志或商标，并要求客户始终遵守合格标准；
“Renewal Date” **“复评日期”**	the expiry date specified on the Certificate of Registration; 注册证明书上注明的有效期限；
"SA Cert Privacy Notice" **土壤协会认证有限公司隐私声明**	The SA Cert privacy notice which can be found here: Privacy Notice as may be amended from time to time. 土壤协会认证有限公司隐私声明请点击: Privacy Notice 该链接内容可能随时更改
“Scheme Logos or	the Scheme logos or trademarks, symbols, certifications marks or other items as

"Trademarks" **体系标志或标签**	set out in the Qualifying Standards (as amended from time to time by notice from SA Cert, or the Scheme Owner); 合格标准中规定的体系标志或商标，符号，认证标志或其他标记（SA 认证或体系所有者会通知进行不时修订）；
"Schemes" **"体系"**	the schemes as set out in the Qualifying Standards (as amended from time to time by notice from SA Cert or the Scheme Owner); 合格标准中规定的体系（土壤协会认证有限公司或体系所有者会通知进行不时修订）；
"**Scheme Owner"** **"体系所有者"**	the organisation responsible for developing and maintaining a certification scheme; 负责发展和维护认证体系的组织；
"Sites" **"地址"**	each and any of the Client's sites or premises that SA Cert requires to visit as part of the Agreement, including those (whether or not owned or occupied by the Client) where the Qualifying Standards apply. 客户的每一个或任何一个场所，或作为协议的一部分土壤协会认证需要访问的场所，包括那些合格标准适用的（无论客户是否拥有或占有）。

1.2 Interpretation:

解释

1.2.1. A reference to SA Cert includes any inspectors, auditors, employees, directors, agents or duly authorised representatives of SA Cert.

与土壤协会认证有限公司有关的人员包括任何的检查员、审核员、员工、理事、代理人，或土壤协会认证有限公司的正式授权代表。

1.2.2. Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

除非上下文另有要求，否则本协议中单数的单词包括复数，而复数包括单数。

1.2.3. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

提及的所有规章和法规都是经过实时修正、扩大或重新修订的。

1.2.4. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

提及的所有规章和法规包含了该规章或法规实时更新的所有附属条款。

1.2.5. Clause and Schedule and paragraph headings shall not affect the interpretation of this Agreement.

条款、附表及段落标题不得影响本协议的解释。

1.2.6. References to Clauses and Schedules are to the Clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

参考条款和附表是指本协议的条款和附表，而有关条文的提及则是有关附表的各段条文。

1.2.7. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

本协议中的人是指包括自然人、公司或非法人团体（不论是否具有独立的法人资格），以及该人的个人代表、继承人和被许可人。

1.2.8. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
任何一方不需要做某事的义务包括了不允许这样做的义务。

1.2.9. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

术语之后的任何词语，包括，特别是，例如或任何类似的表述应被解释为说明性的，并且不应限制于这些术语之前的单词、描述、定义，短语或术语的意义。

1.2.10. The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the Schedules.

附表是本协议的一部分，并且与本协议正文中明确规定的内容以及本协议的任何引用（包括附表）具有相同的效力和影响。

1.2.11. References to "either" or the "other" party shall mean SA Cert on the one hand and the Client on the other hand.

对于提及的"任一"或"另一方"，一方面是指土壤协会认证有限公司，另一方面则指"客户"。

1.2.12. If there is any conflict, inconsistency or ambiguity between the Clauses and the Schedules, then the Clauses shall prevail.

如果条款和附表之间存在任何冲突、不一致或歧义，则以条款为准。

2. COMMENCEMENT AND DURATION

开始和持续时间

This Agreement shall commence on the date of this Agreement and shall continue, unless terminated earlier in accordance with Clause 11, until either party gives to the other three month's written notice in advance to terminate.

本协议自本协议签订之日起开始，除非根据条款 11 提前终止，否则直至双方另行提前 3 个月书面通知时终止。

3. BASIS OF AGREEMENT

协议的基本内容

3.1 SA Cert has agreed to enter into this Agreement to carry out an Evaluation of the Client, to determine whether the necessary Qualifying Standards have been met and to consider issuing a Certificate of Registration. The Evaluation shall continue throughout the term of this Agreement.

土壤协会认证有限公司同意签订本协议，对客户进行评估，以确定其是否符合必要的合格标准，从而考虑为其颁发注册证书。评估应在本协议的整个期限内持续进行。

3.2 If a Certificate of Registration is issued, the Client shall have a revocable, non-exclusive licence to use the appropriate Scheme Logos and/or Trademarks permitted by SA Cert and as set out in the Certificate of Registration, until such Certificate of Registration is suspended or revoked or this Agreement is terminated.

注册证书一经颁发，客户应获得可撤销的非独家的许可，有权使用土壤协会认证有限公司批准的并且在"注册证书"中列出的适用的项目标识和/或商标，直到该注册证书被暂停或撤销，或本协议终止。

3.3 The Client agrees to supply SA Cert with such details as it may require to certify the Client in accordance with the Qualifying Standards and allow the issue of a Certificate of Registration. As part of the Evaluation, SA Cert will undertake any number of Audits of the Client as it, in its sole discretion, shall determine. Such Audits shall take place at the times requested by SA Cert and may either be undertaken with or without notice to the Client.

客户同意向土壤协会认证有限公司提供以合格标准为依据对客户进行认证所需求的细节，并允许颁发注册证书。作为评估的一部分，土壤协会认证有限公司将对客户进行任意数量的审核，具体数量由土壤协会认证有限公司自行决定。此类审核应在土壤协会认证有限公司要求的时间进行，并可在有或没有通知客户的情况下进行。

3.4 The Client hereby undertakes to SA Cert that:

客户特此向土壤协会认证有限公司承诺：

3.4.1. all information provided to SA Cert, including, any information supplied to or inspected by SA Cert is complete and accurate in all material respects and the Client hereby acknowledges that SA Cert has relied on such information to enter into this Agreement;

所有提供给土壤协会认证有限公司的信息，包括，向土壤协会认证有限公司提供或被检查的任何信息在所有重大方面都是完整和准确的，客户特此确认，土壤协会认证有限公司依据此类信息签订本协议；

3.4.2. it has not withheld any material information from SA Cert; and

企业没有向土壤协会认证有限公司隐瞒任何重要的信息；以及

3.4.3. it has read and understood the applicable Qualifying Standards and agrees to abide by them including any additions, amendments or variations from time to time made which are notified to the Client by SA Cert or otherwise.

企业已经阅读并理解了适用的合格标准，并同意遵守，包括由土壤协会认证有限公司或其他方式向客户通知的实时的补充、修订或变更。

3.5 SA Cert and the Scheme Owner reserve the right to revise the requirements of the certification and/or the Qualifying Standards from time to time upon reasonable notice to the Client. If the Client fails to comply with the Qualifying Standards, then SA Cert may either amend, suspend or revoke the Certificate of Registration in whole or in part or terminate this Agreement.

土壤协会认证有限公司和体系所有者保留将实时的合理修订的认证和/或合格标准的要求通知给客户的权利。如果客户不符合合格标准，那么土壤协会认证有限公司可以全部或部分修改、暂停或撤销注册证书或终止本协议。

4. CERTIFICATE OF REGISTRATION & LICENCE

注册证书和许可证书

4.1 If SA Cert is satisfied with its Evaluation, it may (at its sole discretion) issue to the Client a Certificate of Registration which will last until the Renewal Date, subject to successful ongoing Evaluation unless the Certificate of Registration is suspended or revoked or this Agreement is terminated.

成功的进行评估之后，如果土壤协会认证有限公司对其评估感到满意，可以（自行决定）向客户发出一份持续到更新日期的注册证书，除非注册证书被暂停或撤销，否则本协议被终止。

4.2 The issue of a Certificate of Registration will detail the scope of certification and any conditions as SA Cert may determine (in its sole discretion) against the Qualifying Standards.

颁发的注册证书将详细说明认证范围以及土壤协会认证有限公司可以根据合格标准确定（由其自行决定）的任何条件。

4.3 The Certificate of Registration shall:

注册证书应该：

4.3.1. authorise the Client to use the specific Scheme Logos or Trademarks governed by the Qualifying Standards; and

授权客户使用由合格标准管理的具体的体系标志或商标；以及

4.3.2. confirm compliance against SA Cert's systems in relation to the schedules issued and subject to the Qualifying Standards.

确认土壤协会认证有限公司系统符合发布的有关附表并且符合合格标准。

5. CLIENT OBLIGATIONS

客户的义务

5.1 The Client shall:

客户应该：

5.1.1. comply in all respects with the Qualifying Standards;

遵守合格标准所有方面的要求；

5.1.2. immediately inform SA Cert upon becoming aware of any infringement or breach of any obligations on the Client whether under this Agreement or not, including under the Qualifying Standards or scope of certification and any restrictions set out in the Certificate of Registration;

无论是否符合本协议，在意识到出现任何侵害或违反客户义务的情况时，立即通知土壤协会认证有限公司，包括认证标准和认证范围以及注册证书中规定的任何限制。

5.1.3. not make claims of being consistent or conforming (partly or in whole) with the Qualifying Standards until and unless the Certificate of Registration is granted;

除非已经获得注册证书，否则不要求与合格标准（部分或全部）一致或符合要求；

5.1.4. promptly, and at no more than 10 days from the date of change, notify SA Cert of any material changes to their address, contact details, changes to structure or management (where such changes relate to the implementation of the Qualifying Standards);

任何有关其地址和联系方式的变更以及组织结构或管理方式的变更应及时的通知土壤协会，自更改之日起 10 日内，（这些变化与合格标准的实施有关）；

5.1.5. immediately notify SA Cert of any change to the ownership or beneficial ownership of the Client;

客户的任何所有权或受益所有权的变更应及时通知土壤协会认证有限公司；

5.1.6. not market with any Scheme Logos or Trademarks any products not specifically noted in the Certificate of Registration;

任何在注册证书中没有具体注明的产品不得使用任何体系标志或商标进行销售；

5.1.7. permit SA Cert, SA Cert's Accreditors and/or Scheme Owners access to the Sites, Documents, equipment, records (including complaints), contractors and personnel that SA Cert or its Accreditors or Scheme Owners shall determine necessary to access. Such visits will be during normal working hours and may be made at short notice or without prior notice to check compliance to the Qualifying Standards or, for example, in response to complaints received by SA Cert, Accreditors and/or Scheme Owners.

允许土壤协会认证有限公司、土壤协会认证有限公司的评审员和/或体系所有者评估客户的地址、文件、设备、记录（包括抱怨）、合作方以及由土壤协会认证有限公司或其评审员或体系所有者确定的必需进行评估的个人。这种评估将在正常工作时间内进行，并且可能在短时间内通知或不事先通知客户以检查其合格标准的符合性。

5.1.8. permit SA Cert, SA Cert's Accreditors and/or Scheme Owners to enter the Sites (or procure that SA Cert, SA Cert's Accreditors and/or Scheme Owners may enter any Sites which are not owned or occupied by the Client) and take any required samples for analysis at any reasonable time without prior notice;

允许土壤协会认证有限公司、土壤协会认证有限公司的评审员和/或体系所有者进入其场所（或辅助土壤协会认证有限公司、土壤协会认证有限公司的评审员和/或体系所有者进入非客户直接拥有或占有的场所）并在任何合理的时间获取必要的样本进行分析，且不另行通知；

5.1.9. allow anyone specified by SA Cert to attend any Audit as an observer if the Client's justification for not allowing them is not accepted by SA Cert.;

如果客户不允许评估的理由不能被土壤协会认证有限公司接受，应允许土壤协会认证有限公司指定的观察员出席此项审核。

5.1.10. permit SA Cert to subcontract the inspection and the analysis of the samples taken in accordance with Clause 5.1.8 and to allow such subcontractors the same access and other rights as if they were SA Cert;

允许土壤协会认证有限公司根据条款 5.1.8 的要求对采样的样品进行分包检验和分析，并允许这些分包商具有与土壤协会认证有限公司相同的访问权限和其他权利；

5.1.11. comply with all Applicable Laws, the Qualifying Standards (including any conditions notified to the Client and detailed in relation to any non-compliances within the times specified), and requests in using the Scheme Logos and Trademarks (including those notified by SA Cert or the Scheme Owner);

遵守所有适用的法律、合格标准（包括向客户通知的任何情况，以及在规定的时间内详细说明的任何不合规）以及使用体系标志和商标的要求（包括土壤协会认证有限公司或体系所有者通知的那些要求）。

5.1.12. permit SA Cert the right to use information which is brought to its attention, to follow up on misuses of any Scheme Logos or Trademarks or other Intellectual Property associated with the Qualifying Standards;

允许土壤协会认证有限公司使用其获得的信息的权利，以跟进任何与合格标准有关的项目标识或商标或其他知识产权滥用的情况；

5.1.13. take appropriate action to address all complaints received about the Client, and/or its adherence to the Qualifying Standards, and keep a record of the actions taken by the Client to address those complaints and provide all such information to SA Cert upon request;

采取适当行动，处理所有有关客户的投诉，和/或其遵守合格标准，并记录客户处理这些投诉所采取的行动，同时根据要求向土壤协会认证有限公司提供所有此类信息；

5.1.14. not use any other certification mark, trademark, sign or indication confusingly similar to any Scheme Logo or Trademark or any Intellectual Property owned or used by SA Cert, or the Scheme Owner, or any of its group companies for any purpose;

不使用与任何体系标志或商标相似的，与土壤协会认证有限公司、体系所有者或任何以此为目的的集团公司所拥有的或使用的知识产权相似的，其他认证标志、商标、标记或说明；

5.1.15. only reproduce copies of its Certificate of Registration and any other formal certification documents in their entirety;

只能复制注册证书和其他正式的认证文件；

5.1.16. disclose all current or previous applications or certifications with the Qualifying Standards or other similar schemes (whether or not successful) in the last five years;

上报最近五年内所有现有的或先前的符合合格标准或其他相似体系（无论是否成功）的申请书或认证证书；

5.1.17. submit to SA Cert, upon request, samples of the Client's proposed labels and printed packaging which makes use of any Scheme Logos or Trademarks prior to printing or using such items or in any marketing materials for SA Cert to approve. The Client will make any changes or modifications as required by SA Cert;

根据要求，向土壤协会认证有限公司提交客户在印刷产品、产品或任何市场材料上使用体系标志或商标之前需经土壤协会批准的标签以及印刷包装的样本。客户需根据土壤协会认证有限公司的要求进行任何更改或修改；

5.1.18. not do anything to bring SA Cert, its Accreditors or Scheme Owners name or reputation into disrepute and not make any statement regarding its certification that may be considered misleading or unauthorised;

不得使土壤协会认证有限公司、其评审员或体系所有者的名称或声誉受损，并且不得为可能被视为误导或未经授权的认证作出任何声明。

5.1.19. permit SA Cert to exchange information on the Client with other Certification Bodies where the Client is also certified by the Certification Body or to provide any information on the Client required for SA Cert to comply with its regulatory obligations.; and

允许土壤协会认证有限公司将客户的信息传递给其他认证机构（客户也被该认证机构认证）或向土壤协会认证有限公司提供任何有关客户的信息以满足监管的要求；

5.1.20. [where applicable], comply with the additional terms and conditions set out at Schedule 1 of this Agreement.

【如适用】，遵守本协议附录 1 中规定的附加条款和条件。

5.2 In the event that a Certificate of Registration is suspended or revoked by SA Cert or this Agreement is terminated for any reason by either party, the Client shall co-operate with SA Cert and (at the Client's own expense) shall (or shall procure that such actions are taken where required) immediately on notice from SA Cert to the Client:

在注册证书被土壤协会认证有限公司暂停或撤销或者本协议由任何一方以任何理由终止的情况下，客户应配合土壤协会认证有限公司（由客户自费承担）并应（或应在需要时采取相应的行动）立即由土壤协会认证有限公司通知给客户：

5.2.1. cease to make or allow to be made any use of the Scheme Logo or Trademarks or SA Cert's Intellectual Property Rights;

停止使用或允许被使用任何体系标志或商标或 SA 知识产权证书；

5.2.2. cease to sell or allow to be sold any products which are labelled or marked using the Scheme Logos or Trademarks;

停止销售或允许被销售那些已经贴标或使用了体系标志或商标的产品；

5.2.3. cease to make any claims that imply that the Client or anything it produces, or allows to be produced, comply with the requirements of the Qualifying Standards;

不再对其客户或其生产或允许生产的任何产品符合合格标准的要求作出任何暗示；

5.2.4. cease to make any claims or references to the Qualifying Standards and withdraw any existing marketing material that makes such a claim or reference;

不再做出符合合格标准或有关信息的声明，并撤销所有现有的已做出类似或相关声明的市场材料；

5.2.5 remove all uses of SA Cert's Intellectual Property, the Scheme Logos or Trademarks.

删除所有土壤协会认证有限公司、体系标志或商标的知识产权的使用。

5.3 The Client hereby indemnifies SA Cert against any and all direct or indirect losses (of whatever nature), costs, claims, demands, expenses and other liabilities (including any tax) which SA Cert and/or any group company of SA Cert incurs or suffers from time to time arising out of or in connection with any misrepresentation or breach of any term of this Agreement.

客户特此向土壤协会认证有限公司赔偿那些因任何虚假陈述或违反本协议任何条款而引起或与之相关的土壤协会认证有限公司和/或土壤协会认证有限公司的集团公司蒙受或遭受的所有直接或间接的损失（无论其属性）、成本、索赔、要求、费用和其它负债（包括任何税款）。

6. PRICING

价格

6.1 The Client shall pay the Fees and Charges to SA Cert, or their nominated agent, as detailed and as supplied to the Client in the current application pack and/or accompanying Schedule (as amended from time to time by notice from SA Cert, such amendments to take effect from the date set out in the notice).

客户应向土壤协会认证有限公司或其任命的代理机构支付协议费用，详细信息已列在申请文件包和/或协议附表中（经土壤协会认证有限公司通知进行不时修订，此类修订自通知之日起生效）。

6.2 SA Cert may render additional Fees and Charges for any additional work that is requested or required to be carried out, or for any charges that SA Cert collects on behalf of any accreditation bodies or Scheme Owners (which are subject to change by such accreditation bodies or Scheme Owners on written notice to the Client).

任何额外要求的或需要进行的工作土壤协会认证有限公司可能会收取额外的费用和收费，或任何由土壤协会认证有限公司代表认可机构或体系所有者收取的费用（这些认可机构或体系所有者可以将本项变更书面通知给客户）。

6.3 All Fees and Charges shall be exclusive of VAT, which SA Cert shall add to its invoices as appropriate.

所有费用和收费不包括增值税，土壤协会认证有限公司会根据情况将该项费用增加到发票中。

6.4 The parties agree that SA Cert may review and increase or decrease the Fees and Charges, and such amendments to the Fees and Charges will apply at the next payment date after written notification to the Client by SA Cert.

双方同意土壤协会可以评审和增加或减少费用和收费，并且此次修改的费用将适用于土壤协会认证有限公司发出书面通知后的下一个支付周期。

6.5 The Client shall pay each invoice submitted to it by SA Cert, in full and without set off in cleared funds, within 30 days of the date of each invoice to a bank account nominated in writing by SA Cert (from time to time).

客户应在每张发票日期的 30 日之内向土壤协会认证有限公司全额支付费用到土壤协会认证有限公司签发（实时）的银行账户中。

6.6 Without prejudice to any other right or remedy that it may have, if the Client fails to pay SA Cert on the due date:

如果客户在到期之日仍未向土壤协会认证有限公司支付费用，那么在不损害其任何其他权利或可以采取补救措施的情况下：

6.6.1. the Client shall pay interest on the overdue amount at the rate of 2% per annum above Barclay's Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount; and

客户应按逾期金额支付利息，年利率应高于巴克莱银行 Plc 基准利率的 2％。此利息应从到期之日起每天累计，直到实际支付逾期金额，无论是在判决之前还是之后。客户应与逾期金额一并支付利息;以及

6.6.2. SA Cert may immediately on written notice suspend or revoke the Certificate of Registration until payment has been made in full.

土壤协会认证有限公司可以立即书面通知暂停或撤销其注册证书，直至其全额付款。

6.7 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

本协议中应付的所有款项应全额支付，无任何抵消、反馈、扣除或扣缴（除法律规定的扣除或扣缴的税款外）。

7. DATA PROTECTION

数据保护

7.1 The parties acknowledge and agree that for the purposes of Data Protection Law, SA Cert is a Controller of any Client Personal Data Processed by it in connection with this Agreement. The parties acknowledge that the Client is a Controller in its own right but the parties are not Joint Controllers as defined within Data Protection Law save where a specific agreement is made to that effect between the parties.

双方承认并同意，就数据保护法而言，因土壤协会认证有限公司与本协议的联系，故其作为任意客户个人数据方面的所有者。双方承认，客户本身是控制人，但双方不是数据保护法中定义的联合控制人，除非双方达成了相关的特定协议。

7.2 The Client acknowledges that SA Cert may process Client Personal Data in connection with this Agreement. The Client's attention is drawn to the SA Cert Privacy Notice. The Client shall ensure that the SA Cert Privacy Notice is provided to any of its employees, staff and other representatives whose Personal Data are Processed by SA Cert in connection with this Agreement or the Services. In addition, the Client shall ensure that the information in clause 7.4 is also provided to its employees, staff and other representatives.

客户确认土壤协会认证有限公司可以处理与本协议有关的客户个人数据。客户应注意到土壤协会认证有限公司处理隐私数据的通知，客户应确保土壤协会认证有限公司的隐私通知已提供给其雇员，工作人员和其他代

表，其处理的个人数据均与本协议或服务有关。此外，客户应确保第 7.4 条中的信息也提供给其雇员、工作人员和其他代表。

7.3 Both parties shall comply with their obligations under Data Protection Law.

双方应履行数据保护法规定的义务。

7.4 The Client acknowledges that SA Cert may Process Personal Data for any and all purposes for and/or incidental to:

客户确认土壤协会认证有限公司有权以任何以下目的处理个人数据和/或附带数据。

7.4.1. the performance of this Agreement and discharge of SA Cert's obligations and duties pursuant to regulations and the Qualifying Standards, including the retention of relevant data, usually for a period of seven years beyond the termination of this Agreement;

履行本协议并按照规定和合格标准履行土壤协会认证有限公司的义务和职责，包括在本协议终止后七年内保留的相关数据；

7.4.2. the disclosure and/or exchange of data with other certification bodies in case of termination of this agreement, transfer of certification, dual certification, subcontracted production or as part of any investigation;

在本协议终止、转机构认证、双重认证、分包生产或作为任何调查的一部分的情况下，与其他认证机构交换或传递数据；

7.4.3. the disclosure and/or exchange of data with any competent authority or other person as required under regulation or the Qualifying Standards;

向任何主管部门或者依据规定或合格标准要求的其他人员传递和交换数据；

7.4.4. the disclosure and/or supply of data with third parties under signed confidentiality agreement for the sole purpose of abstracting anonymous certification data for research;

在目的仅为提取匿名认证数据进行研究的情况下，根据签署的保密协议向第三方传递和/或提供数据。

7.4.5. the supply of the Client's name, contact details, general enterprise, product categories and any other information which is public as defined by the Qualifying Standards, to third parties.

向第三方提供客户名称、联系方式、企业一般信息、产品类别和符合合格标准定义的任何其他公开信息。

8. INTELLECTUAL PROPERTY

知识产权

8.1 The ownership of all Intellectual Property Rights of SA Cert and/or any Scheme Owner existing prior to, on, or after, the date of this Agreement, shall remain with SA Cert or the Scheme Owner as appropriate and the Client shall assert no right, title nor interest in or to such Intellectual Property Rights.

在本协议日期之前、之后或之后存在的土壤协会认证有限公司和/或体系所有者所拥有的所有知识产权，应依照土壤协会认证有限公司或体系所有者的要求进行保留，并且客户应对此知识产权不承担任何权利，所有权和利益。

8.2 SA Cert grants to the Client a revocable, non-exclusive, non-transferable Licence to use specified Intellectual Property of SA Cert or the Scheme Owner only as permitted in the Certificate of Registration, for the purpose set out in the Certificate of Registration and under the terms of this Agreement. The Client shall not use any Intellectual Property of SA Cert and/or the Scheme Owner for any other purpose and nothing shall be deemed to constitute a right for the Client to do so.

出于“注册证明书”和本协议条款规定的要求，土壤协会认证有限公司会向客户提供可撤销的、非唯一性的、不可转让的许可证书用于确定土壤协会认证有限公司或体系所有者的知识产权仅在注册证书的基础上被许可。客户不得将任何土壤协会认证有限公司和/或体系所有者的知识产权用于任何其他目的，并且任何情况下客户均不具备这样做的权利。

8.3 The Scheme Owners shall be entitled to enforce any breach of the terms of this Agreement relating to their Intellectual Property Rights as if they were a party to this Agreement.

体系所有者可作为本协议的一方，有权执行违反本协议有关其知识产权的条款。

9. CONFIDENTIALITY

保密性

9.1 subject to clause 9.2, each party shall use reasonable endeavours to keep confidential any confidential information relating to the other party and expressly marked as confidential.

根据第 9.2 条的要求，各方应合理的努力，保密与另一方有关的机密信息，并明确标明为机密信息。

9.2 Each party may disclose the other party's confidential information:

在以下情况下，各方可以表明对方的机密信息：

9.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this *Clause 9*;

其员工、官员、代表或顾问，为了行使该方的权利或履行本协议或与本协议有关的义务，需要了解此类信息。各方应确保其表明对方机密信息的员工、官员、代表或顾问符合本协议第 9 条款的要求；

9.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;

法律、具有管辖权的法院、任何政府或监管机构可能要求的情况下；

9.2.3. to any Accreditors or Scheme Owners.

向任何的认可机构或体系所有者。

10. COMPLAINT AND APPEAL RESOLUTION

投诉和申诉的解决途径

10.1 Any dispute relating to the Qualifying Standards will be first handled according to SA Cert's complaint and appeal resolution procedures and, if not resolved in accordance with such procedure, will be referred to the appropriate Accreditor and/or Scheme Owner.

任何有关合格标准的争议将首先根据土壤协会认证有限公司的投诉和申诉解决程序处理，并且如果根据此程序无法解决，将由适合的认可人员和/ 或体系所有者处理。

10.2 Other than matters set out in Clause 10.1, and subject as may be provided elsewhere in this Agreement, all disputes, differences or questions arising in relation to this Agreement shall be referred in the first instance to a nominated representative of the Client and a nominated representative of SA Cert, who shall meet together and attempt to settle the dispute between themselves within one calendar month.

除第 10.1 条款规定的事项外以及本协议其他条款另有规定的事项外，所有与本协议有关的争议、差异或问题将一律提交给会在一个日历月内进行当面交流以解决彼此之间（诚信地行事）的争议的客户的指定代理人和土壤协会认证有限公司指定的代表。

10.3 If the matter is not resolved in accordance with Clause 10.2, then the matter shall be referred to the chief executive of the Client and the chief executive of SA Cert, who shall meet together and attempt to settle the dispute between themselves within a further one calendar month.

如果争议没有按照第 10.2 条款解决，那么该争议将转交给客户的行政总裁和土壤协会认证有限公司的行政总裁，土壤认证协会将在一个日历月内进行面谈以解决他们之间的争议（诚信地行事）。

10.4 If the matter is not resolved in accordance with Clause 10.3, then either party may refer the dispute to an appropriate court or tribunal, or may (at its discretion) opt for mediation.

如果争议没有按照第 10.3 条款解决，那么任何一方可将争议提交给适合的法院或法庭，或者可以（酌情决定）选择调解。

10.5 Any reference to mediation shall be made in accordance with the procedures of the Centre for Effective Dispute Resolution (CEDR). The mediation shall be conducted by a single mediator appointed by the parties or, if the parties are unable to agree on the identity of the mediator within fourteen (14) days after the date of the request that the dispute be resolved by mediation, or if the person appointed is unable or unwilling to act, the mediator shall be appointed by CEDR on the application of either party. The mediation shall be conducted in English at the offices of CEDR in London.

提出的调解，应当按照有效争议解决中心（CEDR）的程序实施。调解应由当事人指定的唯一调解员实施，如果在通过调解以解决争议的请求发出之日起十四（14）天内当事人无法就调解员的身份达成协议，或被指定人不能或不愿意实施此次调解，那么调解员应由 CEDR 根据任何一方的申请任命。调解应在伦敦 CEDR 办事处用英文进行。

10.6 The provisions of this Clause 10 are without prejudice to the rights of the parties to the injunctive relief or to the rights of the parties in any future proceedings.

本条款 10 的规定不影响当事人申请制止侵权的权利或未来任何过程中双方的权利。

11. TERMINATION

终止

11.1 In addition to the rights of the parties in Clause 2 this Agreement may be terminated by either party by written notice with immediate effect if the other party:

除条款 2 中所规定的当事人的权利外，如果对方立即生效，本协议可以由任何一方以书面形式通知终止，

11.1.1. commits a material breach of this Agreement and fails to remedy the material breach (if capable of remedy) within ten (10) Business Days' written notice of the material breach being given by the other party;

严重违反本协议并且未能对重大违约行为进行补救（如有能力补救）可在十个（10）工作日内由另一方发出重大违约的书面通知；

11.1.2. (being a company) becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect;

（作为一个企业）成为或被公告为无力偿债、清盘人、清盘决议获得通过（而不是用于融资或重建目的）或具有适当权力的法院作出命令的受理人或行政受理人；

11.1.3. (being a company) enters into administration, is the subject of an administration order or proposes to or enters into any voluntary arrangement with its creditors in the content of a potential liquidation;

（作为一个企业）进入了行政管理，被定为行政命令的主体，或与其债权人就可能的清算内容提出或进行任何自愿安排；

11.1.4. (being an individual) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

（作为个人）被判定犯任何刑事罪行（任何英国道路交通法例规定的罪行或在其他地方被处以罚款或非监禁的罚款除外）；

11.1.5. (being an individual) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

（作为个人）宣布破产或被其债权人作出任何安排或根据 1984 年“县法院法令”对其提起的县法院行政令；

11.1.6. is the subject of any events or circumstances analogous to any of the events described in Clauses 11.1.2 and 11.1.5 in any applicable jurisdiction.

在任何适用的管辖范围内与第 11.1.2 和 11.1.5 条中描述的任何事件类似的事件或情况。

11.2 SA Cert may terminate this Agreement with immediate effect by written notice to the Client:

下列情况下，土壤协会认证有限公司可以通过书面形式通知客户立即终止本协议：

11.2.1. if, in the reasonable opinion of SA Cert, any information supplied by the Client to SA Cert in accordance with Clause 5 is materially inaccurate, incomplete or otherwise misleading;

土壤协会认证有限公司有合理理由认为，客户提供给土壤协会认证有限公司的任何有关条款 5 要求的信息不准确、不完整或会以其它方式产生误导；

11.2.2. if in the sole opinion of SA Cert, the Client has not complied with, wholly or in part, the conditions specified in the Qualifying Standards to achieve certification;

土壤协会认证有限公司全权认为，客户未能，全部或部分满足合格标准规定的具体条件以获得认证；

11.2.3. if the Client refuses to allow, following a request from SA Cert, an inspection or audit either by SA Cert or any Scheme Owner or Accreditor;

根据土壤协会认证有限公司的要求，客户拒绝土壤协会认证有限公司或任何体系所有者或认可评审人员的检查或审核；

11.2.4. if the Client fails to comply with any of its obligations under the terms of this Agreement;

客户不遵守本协议条款规定的任何义务

11.2.5. if the Client commits any fraud or dishonesty or acts in any manner which in the opinion of SA Cert brings or is likely to bring SA Cert or the Client into disrepute or is materially adverse to the interests and accreditation requirements of SA Cert;

客户发生任何欺诈、不诚实行为、会给或可能会给土壤协会认证有限公司的观点造成任何影响的行为，或是客户对土壤协会认证有限公司的利益和认证要求造成声誉或者实质上的损害；

11.2.6. if the Client commits any breach of the Qualifying Standards or any policies and procedures provided to it by SA Cert;

客户违反合格标准或土壤协会认证有限公司提出的任何政策和程序；

11.2.7. if the Client commits any offence under the Bribery Act 2010;

客户根据“2010 年贿赂法”犯下任何罪行；

11.2.8. if SA Cert ceases for any reason to be approved by the Scheme Owner or relevant Accreditor of the relevant Qualifying Standard.

土壤协会认证有限公司被任何体系所有者或相关合格标准的相关评审员以任何理由停止开展认证活动。

12. CONSEQUENCES OF TERMINATION

终止的后果

12.1 On termination or expiry of this Agreement, for whatever reason:

无论什么原因，在本协议终止或到期时：

12.1.1. the Client shall immediately pay all sums due to SA Cert (together with any interest (if applicable));

客户应立即向土壤协会认证有限公司支付所有款项（连同任何权益（如果使用））；

12.1.2. save as set out in Clause 12.1.3, the Fees and Charges paid or payable by the Client will not be refundable;

除第 12.1.3 条另有规定外，客户已付或应付的费用将不予退还；

12.1.3. SA Cert may agree, in its sole discretion, to refund certain of the Fees and Charges paid or payable by the Client where this Agreement is terminated by SA Cert pursuant to Clause 2 or as a result of termination by the Client pursuant to Clauses 11.1.1 (material breach by SA Cert). For the avoidance of any doubt, the Client will not be entitled to any refund of the Fees and Charges paid or payable where this Agreement is terminated for any other reason, including for breach;

当本协议根据第 2 条由土壤协会认证有限公司终止或由客户根据第 11.1.1（土壤协会认证有限公司严重违规）条终止时，土壤协会认证有限公司可以同意（由其自行决定）退款客户已付和应付的费用。为避免任何疑问，如果本协议由于任何其他原因（包括违约）而被终止，客户将无权要求退还已支付或应付的费用。

12.1.4. SA Cert may inform parties who may have interest in the reasons for termination. These parties may include without limitation, competent authorities, other certification bodies, statutory bodies, the press and others;

土壤协会认证有限公司可以通知任何可能对终止原因感兴趣的各方。这些相关方可能包括但不限于主管机关、其他认证机构、法定机构、新闻界等；

12.1.5. the Client shall return the Certificate of Registration to SA Cert or (if directed by SA Cert) destroy the original, and commit to destroy any electronic copies and printed copies in their possession;

客户应将注册证书退回给土壤协会认证有限公司或（如果土壤协会认证有限公司有要求）销毁原件，并承诺销毁其所有的电子副本和印刷品；

12.1.6. the provisions of Clause 5.2 shall apply.

条款 5.2 的规定应适用。

12.2 Termination of this Agreement for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of such termination and rights to terminate this Agreement shall be in addition to every other remedy or right, now or hereafter existing, including the right to recover damages which may be available to either party.

任何原因造成本协议的终止，应不得损害任何一方在终止之日前可能累积的任何权利，并且终止本协议的权利应是现在或以后存在的所有其他补救措施或权利的补充，包括任何一方可能获得的损害赔偿的权利。

12.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

本协议中任何明确提出或隐含的拟在本协议终止时或之后继续生效的任何条款，仍将具有完整的效力和影响。

13. LIMITATION OF LIABILITY

责任限制

13.1 Nothing in this Agreement shall limit or exclude the liability of either party for:

本协议不得限制或排除土壤协会认证有限公司的以下责任：

13.1.1. death or personal injury caused by its negligence; or

因疏忽造成的死亡或人身伤害；或

13.1.2. fraud or fraudulent misrepresentation.

欺诈或欺诈性的虚假陈述。

13.2 Subject to Clause 13.1, SA Cert shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

根据第 13.1 条款，无论是因为合同规定、侵权（包括疏忽），土壤协会认证有限公司将不对客户因违反本协议或与之有关的法定责任或其他原因造成的损失而承担责任：

13.2.1. loss of profits;

利益损失；

13.2.2. loss of sales or business;

销售或业绩损失；

13.2.3. loss of agreements or contracts;

合同或协议的损失；

13.2.4. loss of anticipated savings;

预期储蓄的损失；

13.2.5. loss of or damage to goodwill;

商誉损害的损失；

13.2.6. loss of use or corruption of software, data or information; and

软件、数据或信息的使用或损害的损失；以及

13.2.7. any indirect or consequential loss.

任何间接的或连续性的损失。

13.3 Subject to Clause 13.1, the total liability of SA Cert to the Client whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the amount paid in Fees and Charges by the Client in the previous twelve months (or anticipated to be paid if this Agreement has not been in existence for twelve months). immediately preceding the date on which the claim arose.

根据第 13.1 条款，无论是因为合同规定、侵权（包括疏忽），土壤协会认证有限公司对客户因违反本协议或与之有关的法定责任或其他原因造成的损失而承担责任，应限于客户在过去十二个月内支付的费用（或预期将被支付，如果本协议尚未存在十二个）。紧接索赔发生之日之前。

13.4 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

1982 年"供应商品和服务法"第 3、4 和 5 条隐含的条款在法律允许的最大范围内将被排除在本协议之外。

14. NOTICES

通知

Any notice to be given by either party to this Agreement shall be in writing in English and shall be delivered by email, hand or sent by recorded delivery (or other analogous method that requires a signature on delivery) to the last known address of the addressee and shall be deemed to have been given, in the case of email or hand delivery immediately, and, in the case of recorded delivery (or other analogous method that requires a signature on delivery), three (3)Business Days' after posting. For the avoidance of doubt notice shall not be validly served by facsimile.

本协议任何一方的任何通知应以英文书面形式并通过电子邮件、手头传递或快递的方式（或需要交付签名的其他类似方法）发送到收件人最新的常用地址，并且在电子邮件或手头传递的情况下以及快递（或需要交付签名的其他类似方法）发出后 3 日内的情况下，应确认已经发送成功。为避免疑问，不得以传真的方式记为有效通知。

15. FORCE MAJEURE

不可抗力

15.1 Notwithstanding anything else contained in this Agreement neither party shall be liable for any delay or failure in performing its obligations hereunder if such delay or failure is caused by circumstances beyond its reasonable control including by way of illustration acts of God, fire, flood, earthquake, windstorm or other natural disaster; epidemic or pandemic, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions; terrorist attack, civil war, civil commotion or riots; nuclear, chemical or biological contamination or sonic boom; fire, explosion or accidental damage; wilful or criminal damage or theft by a third party; loss at sea; extreme adverse weather conditions; collapse of building structures; interruption or failure of utility service, including but not limited to electric power, gas or water; and labour disputes including but not limited to strikes, industrial action or lockouts, animal diseases and restrictions affecting the movement of animals or other regulatory intervention (a "**Force Majeure Event**").

尽管本协议中还有其他内容，任何一方都应对在履行本协议的义务过程中造成的任何延误或失败负责，如果延误或失败是由超出其合理控制的情况造成的，包括神的旨意、火灾、洪水、地震、风暴等自然灾害；dd 流行病、战争、战争的威胁或准备、武装冲突、实行制裁、禁运、中断外交关系或类似的行动；恐怖袭击、内

战、民间骚动或骚乱；核、化学或生物污染或声音爆炸；火灾、爆炸或意外损坏；故意或刑事损害或被第三方盗窃；海中消失；极端不利的天气条件；建筑结构倒塌；公用事业服务的中断或故障，包括但不限于电力、燃气或水；以及劳工纠纷，包括但不限于罢工、工业行动或停工、动物疾病和影响动物运动的限制或其他监管干预（例如“不可抗力事件”）。

15.2 In the event that a Force Majeure Event shall have occurred in respect of a party that party shall forthwith notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure event on its ability to perform any of its obligations under this Agreement, whereupon the parties shall seek to mitigate the effect of the Force Majeure Event so that the operation of the Agreement for each party shall continue to be achieved so far as reasonably possible.

在不可抗力事件发生的情况下，一方当事人应立即将此类事件通知另一方，书面告知不可抗力事件、其开始日期、其可能或潜在的持续时间，以及不可抗力事件对其履行本协议项下任何义务的能力的影响，因此双方应寻求减轻此类不可抗力的影响，以便各方能实施本协议并在尽可能合理的情况下继续实现本协议。

15.3 In the event that the Force Majeure Event materially affects the operation of the Agreement and has subsisted for more than 3 calendar months, then either party may terminate this Agreement on giving 20 Business Days' notice in writing to the other party.

如果不可抗力事件对本协议的执行产生重大影响，并已存在 3 个月以上，那么任何一方可以终止本协议，并向对方发出一个 20 个工作日后生效的书面通知。

16. ASSIGNMENT AND SUB-CONTRACTING

派遣及分包合同

16.1 This Agreement is personal to the parties and the Client shall not, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of SA Cert.

本协议的各方和客户是个人的，在未经土壤协会认证有限公司事先书面同意的情况下，不得派遣、转让、抵押、收费、分包、以任何其他方式宣布信托或以其他方式处理本协议中的任何权利或义务。

16.2 The Client shall not sub-contract any of its rights or obligations under this Agreement without the prior written consent of SA Cert.

在未经土壤协会认证有限公司事先书面同意的情况下，客户不得将本协议中的任何权利或义务分包。

16.3 The Client shall not grant any sub-licence in respect of any certification mark, Scheme Logo or Trademark(s).

客户不得就任何认证标志、体系标志或商标授予任何分许可证书。

17. SEVERANCE

遣散

17.1 If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, but that shall not affect the legality, validity or enforceability of any other provision of this Agreement.

如果任何具有管辖权的法院或其他权限机构发现本协议的任何条款是非法的、无效的或不可执行的，那么在规定的范围内，该条款或部分条款应不被视为本协议的一部分，但不得影响本协议任何其他条款的合法性、有效性或可执行性。

17.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

如果一方通知另一方本协议的任何条款或部分规定可能无效、非法或不可执行，双方应本着诚意进行谈判，以修改此项规定，因此经修改后，该项规定应具有法律、有效和可执行性，并在最大程度上达到了原有规定的预期商业效果。

18. VARIATION AND WAIVER

变更和豁免

18.1 Save as set out in Clause 18.2, no variation or extension to this Agreement shall be effective unless it is in writing and signed by the parties.

除第 18.2 条另有规定外，本协议不得变更或延期，除非双方以书面形式签署。

18.2 The provisions contained in the Qualifying Standards, Schedules or relating to the Fees and Charges may be amended from time to time by SA Cert providing written notice in advance to the Client. Such changes may be as a result of, for example, Scheme Owners requirements or adjusted fees.

土壤协会认证有限公司可能对合格标准、附表或有关的价格表中的有关规定进行实时修订，并以书面形式通知给客户。这些修订可能由体系所有者要求的或经费调整导致的。

18.3 The failure or delay by SA Cert in any one or more instances to insist upon strict performance or observance of any one or more of the terms of this Agreement or to exercise any remedy, privilege or right provided by law or under this Agreement shall not be construed as a waiver of any breach or right to enforcement of such terms or to exercise such remedy, privilege or right.

土壤协会认证有限公司未能坚持或延迟坚持因严格履行或遵守本协议的任何一项或多项条款、或行使法律及本协议规定的任何补救、特权或权利而导致的一次或多次的拖延或失败，不得视为是对任何违法行为、或执行这些条款的权利、或行使这种补救、特权或权利的豁免。

19. ENTIRE AGREEMENT

完整协议

19.1 Save as set out in this Clause 19, this Agreement, together with any documents referred to within it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter except where expressly indicated in this Agreement. Any terms implied into this Agreement by law are hereby excluded to the fullest extent permissible. However, nothing in this Agreement excludes any liability for pre-contract statements or representations made fraudulently.

除本第 19 条另有规定外，本协议连同其中提及的任何文件构成双方与其主题有关的全部协议，并替代和消除任何与此类主题有关的任何事先无论是以书面形式或口头方式提出的协议、承诺、陈述、保证和安排，除非本协议明确指出。法律对本协议隐含的任何条款，在其最大限度内被排除在外。然而，本协议中的任何内容均不排除对合同之前的陈述或欺诈性陈述的任何责任。

19.2 The Client agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty made by SA Cert (whether made innocently or negligently) that is not set out in this Agreement. The Client agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

对本协议未列明的土壤协会认证有限公司（无论是无意或疏忽）所作出的任何陈述、表现、保证或担保，客户同意不采取任何补救措施。基于本协议中的任何声明，客户同意不对无意或过失的失实陈述或疏忽的误报提出索赔。

19.3 SA Cert is entering into this Agreement in reliance on the statements, representations, assurances and warranties (whether made innocently or negligently) that the Client gives to SA Cert and whether set out in this Agreement or not.

土壤协会认证有限公司是根据客户向土壤协会认证有限公司提供的无论是否列明在本协议中的陈述、表现、保证和担保（无论是无辜还是疏忽）而订立本协议。

20. FURTHER ASSURANCE

进一步保证

At its own expense each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

各方应自付其费用，并且应采取一切合理的努力促成任何必要的第三方执行此类文件，并实施为充分执行本协议而可能合理需要的行为。

21. RIGHTS OF THIRD PARTIES

第三方的权利

21.1 Save as set out in Clause 21.2, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party except that any group company of SA Cert has the right to enforce the terms of this Agreement.

除第 21.2 条另有规定外，本协议的任何条款不得由第三方根据"1999 年合同（第三方权利）法"强制执行，除非土壤协会认证有限公司的任何集团公司均有权执行本协议的条款。

21.2 Any provision of this Agreement which confers (whether expressly or impliedly) any right of benefit on any Scheme Owner shall be directly enforceable by the Scheme Owner.

本协议赋予任何体系所有者的任何权益都应由体系所有者直接执行。

22. COUNTERPARTS

副本

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

本协议可以在任何数量的副本中被执行，每个副本在执行和交付时应附带复制的原件，但是所有的副本应组成一个完整的协议。

23. RELATIONSHIP OF THE PARTIES

缔约方的关系

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

本协议没有任何内容是旨在或应被视为建立任何方之间的合作或合资，或成为任何一方的另一方代理人，为或代表任何其他方授权任何一方作出任何承诺。各方应确认其是以自己的名义行事，而不是为了任何其他人的利益。

24. COSTS

费用

each party shall bear its own legal and other costs incurred in the preparation, negotiation and implementation of this agreement.

各方应在本协议的准备、谈判和实施过程中承担其自身的法律和其他费用。

25. LANGUAGE

语言

this agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version shall prevail.

本协议使用英文起草。如果本协议被翻译成任何其他语言，则以英文版本为准。

26. GOVERNING LAW AND JURISDICTION

适用的法律和司法管辖权

26.1 This Agreement and all matters (including, without limitation, any contractual or non-contractual obligation) arising out of or in connection with it, its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

本协议及由此引起的或与之有关的所有事项（包括但不限于任何合同或非合同义务），其主体或形式应受英格兰和威尔士的法律管辖和解释。

26.2 The parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) subject to Clause 10 (Complaint and Appeal Resolution) in the first instance.

各方应不可回避地遵守英格兰和威尔士法院的专属管辖权，以解决与本协议或其主体或结构有关的受第 10 条（投诉及上诉裁决）约束的任何争议或索赔（包括非合约纠纷或索赔）。

This Agreement has been entered into on the date stated at the beginning of it.

本协议自其开始阶段签订。

SCHEDULE 1

附表 1

FSC Additional Terms and Conditions:

FSC 附加条款和条件

Obligations of the Client:

客户的义务：

1.1 The Client:

客户：

1.1.1. Agrees, that in case of reduction, suspension or withdrawal of the scope of SA Cert's FSC accreditation, the certification of the affected clients will be suspended within six (6) months after the date or reduction, suspension of withdrawal of the respective scope of FSC accreditation

同意，当土壤协会认证有限公司的 FSC 认可范围减少、暂停或撤销时，受影响的客户的证书将在土壤协会认证有限公司的 FSC 认可范围减少、暂停或撤销日之后的 6 个月内被暂停。

1.1.2. Agrees, that SA Cert has the right to delay or postpone its decision on certification, in order to take account of new or additional information which has not already been considered in its audit report and which, in the opinion of SA Cert, could affect the outcome of its evaluation

同意，土壤协会认证有限公司有权延迟或推迟其认证决定，以便考虑到其审核报告中尚未被考虑的以及土壤协会认证有限公司认为可能会影响其评估结果的新增或其他的信息。

1.1.3. Agrees that if the certificate is suspended or withdrawn, to identify all existing certified and uncertified customers, inform those customers of the suspension or withdrawal in writing within three (3) days of the suspension or withdrawal, and maintain records of this notification

同意，如果其证书被暂停或撤销，会尽快确定其所有现有的认证或非认证的顾客，在暂停或撤销之后的 3 天内通知其客户证书被暂停或撤销的消息，并保留这些通知书。

1.1.4. Agrees to cooperate with SA Cert and with FSC in order to allow SA Cert or FSC to confirm that this obligation (in point 1.1.3 above) have been met

同意与土壤协会认证有限公司以及 FSC 合作，以便使土壤协会认证有限公司或 FSC 确认此项义务（上文第 1.1.3 点）已经被履行。

1.1.5. Agrees that the "Qualifying Standards" definition includes all relevant FSC normative documents and rules and regulations in their most recent version, which can be found under "Requirements and Guidance" here: ic.fsc.org

同意，合格标准的定义包括所有有关 FSC 的规范性文件、规则和条例为其最新的版本，这些最新版本可以在 ic.fsc.org 中的“要求和指南”模块中找到。

1.1.6. Agrees that in the case of suspended certification, the maximum duration of suspension is twelve (12) months or in exceptional cases up to eighteen (18) months, see clause 4.7.5) and after this period, the certification will be withdrawn.

同意，当认证被暂停时，暂停的最大期限为 12 个月或特殊情况下最多 18 个月（见条款 4.7.5），并且该期限之后认证将被终止。

1.1.7. Agrees that SA Cert shall suspend certification at latest three (3) months after the closing meeting of a surveillance audit, if a certification decision cannot be taken due to circumstances beyond the control of SA Cert.

同意，由于土壤协会认证有限公司无法控制的情况导致不能作出认证决定时，土壤协会认证有限公司应在监督审核的末次会议之后的近 3 个月内暂停其认证。

NOTE: Circumstances beyond the control of SA Cert may include, but are not limited to, the client or other parties preventing the use of audit findings and/or the delayed or declined acceptance of audit findings or the report by the Client.

备注：土壤协会认证有限公司无法控制的情况可能包括但不限于，客户或其他利益方阻止使用审核结果和/或客户拖延或拒绝接受审核结果或报告。

SCHEDULE 2

附表 2

Fees and Charges

费用表

(attached)

附件

SIGNED BY Hannah Turner, Forestry Director for and on behalf of	)	
SOIL ASSOCIATION CERTIFICATION	)	
LIMITED	)	……
林业首席专员并代表土壤协会认证有限公司	)	*x please sign here x*

SIGNED BY **Name and Job Title** **for and on behalf of**	)	
Company Name	)	
签字人名称和职位	)	……
代表	)	*x please sign here x*
公司名称		