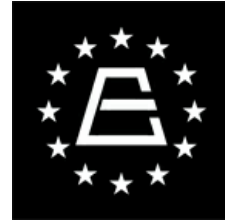


Registration Number Of Contract 合同登记编号

CE-C- - -



# CE Marking Certification Contract

# CE 认证合同

Consignor (first party) 委托方 (甲方) 全称:

\_\_\_\_\_

Venue 签订地点: \_\_\_\_\_City(County)市

Date 签定日期: 2006 Year 年 \_\_\_\_\_Month 月 \_\_\_\_\_Date 日

Certification Center(the second party)认证方 (乙方) 全称:

欧联赛福科技 (北京) 有限公司  
(CCQS UK Ltd.)

Venue 签订地点: 北京 City(County)市

Date 签定日期: 2006 Year 年 \_\_\_\_\_Month 月 \_\_\_\_\_Date 日

## 一. Content and Scope 合作的目的、内容和范围

1. The second party will perform conformity assessment for CE marking to the products of the first party according to the application of the first party in compliance with the requirements of the related directive(s) and standard(s). 乙方根据甲方提出的申请对甲方的产品依据相关欧盟指令和标准进行 CE 标记合格评定;
2. The type, trade mark, specification and model of products in question. 甲方申请的产品描述(包括产品的型号、商标、规格): \_\_\_\_\_
3. This conformity assessment covers the following directive(s): \_\_\_\_\_. 本次 CE 认证包括如下指令\_\_\_\_\_。
4. Date of assessment 审核时间

The proposed date of the assessment is 甲方希望审核开始时间为\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日 (The definite date of the assessment will be subject to amendment agreed by both parties.) (上述时间可依据双方协商进行相应的调整)。

## 二. Assessment fee and terms of payment 费用及付款方式

1. The CE marking conformity assessment fee is CE 标记合格评定费为\_\_\_\_\_。
2. The first party should disburse the conformity assessment fee \_\_\_\_\_ in three working days after the Contract signed. The first party should start carrying out the assessment after received the fee. Once the conformity assessment finished (Clause 4.6), the second party shall send the copy of the certificate to the first party, and inform the first party to get the original certificate. The first party should disburse the remained assessment fee \_\_\_\_\_ to get the certificate. 在签订合同后三个工作日内,甲方向乙方预付评审费\_\_\_\_\_, 在收到相应的款项后,乙方开始认证工作;在评审合格后(即 4.6 款),乙方将证书复印件交与甲方,并通知甲方到乙方处取证,甲方应支付的剩余款项\_\_\_\_\_以取得证书。
3. The first party shall not disburse the testing ( ) fee to the Laboratory. 甲方不需向实验室单独支付有关款项 ( )。

## 三. Right and obligation of the first party 甲方的权利和义务

1. The first party shall provide the second party with relevant technical documentation in accordance with the Clause 4.2 of this Agreement, and all technical documentation should fulfill the requirements set by the second party. 甲方负责按乙方在本合同第四条第二款中技术文件要求向乙方提交技术文件,所有技术文件的内容、格式应符合乙方要求;
2. The first party shall provide samples for type examination in line with requirements of the second party. The sample models are 甲方负责按乙方要求向检验机构提供进行试验的样机,样机型号为: \_\_\_\_\_;
3. The first party shall implement of the corrective actions based on the non-compliances raised by the second party, and provide relative evidence to the second party. 甲方负责对乙方在认证工作中发现的不合格项进行整改,并及时将有关的证据提供给乙方;
4. The first party has the responsibility for ensuring that all serial manufacture of the product is in compliance with the specification of the sample submitted for assessment and detailed in the technical file. 甲方应有义务保证所生产的产品与认证的样品及技术文件中描述的技术指标保持一致。
5. The first party shall be responsible for drawing the Declaration of Conformity according to the Directive requirements and retain it with the relevant Technical (Construction) File for 10 years. 甲方应根据指令要求发布符合性声明,并保留符合性声明和技术文件 10 年;
6. The first party has the right to use its CE mark according to the defined requirement and directives, and has the right to promote its CE registration to the public correctly after get the

certificate. 在获证后, 甲方具有按规定正确使用 CE 认证标记的权利和对外正确宣传产品认证注册资格的权利;

7. The first party shall notifying the second party of major customer complains and any significant changes in quality system, working process, major production equipment and product specification and key supplies. 甲方应将重大客户投诉及在质量体系、工艺、生产设备和关键供货商发生重大变化时通报乙方;
8. The first party shall inform the second party of the changes of its product scopes. The second party decides whether or not to carry out reassessment or product inspection. 甲方要求变更其认证范围时必须向乙方提出申请, 由乙方决定是否重新进行产品审核或检验;
9. The first party shall oblige the assessment requirements set by the second party and provide necessary assistance, when on-site assessment necessary according to certification practice. 甲方有义务遵守乙方认证程序和要求, 配合乙方工作, 包括按照认证行业规定, 乙方到甲方进行现场评审时, 甲方应提供乙方食、宿、行的费用。
10. Due date of the contract will be postponed in terms of real situation, provided that the first party fails to make preparation of a sample a sample or samples that are required and to modify disqualified test items by the appointed time. When both parties agree to terminate the project during co-operation, the first party shall make payment in terms of progress of the project. 项目合作过程中因甲方原因而中止项目时, 按项目进展程度支付款项。如果甲方未能在双方约定的时间内完成样机准备和不合格项整改, 则本合同的最终完成日期按实际情况顺延。

#### **四. Right And Obligation of the Second Party 乙方的权利和义务**

1. Since the date when the contract is signed, the second party has responsibility for the index of directive(s) and standard(s) for conformity assessment (Chinese), and forward the index to the first party within 5 working days. 自本合同签订之日起, 乙方负责组织认证工作需要的指令和标准目录(中文), 并在五个工作日内将此目录正式提交给甲方;
2. Since the date when the contract is signed, the second party has responsibility to forward the list of technical file for conformity assessment (Chinese). 自本合同签订之日起, 乙方负责在十个工作日内向甲方提供认证所需要的技术文件清单(中文);
3. The second party shall identify the inspection items (in Chinese) for the type examination, and appoint the laboratory to carry out the type testing with the approval from the second party. 乙方负责确定实验室进行检测所依据的试验项目(中文), 并且依据乙方对于能力实验室的选用原则由双方共同确定进行试验的检测机构。
4. The second party shall arrange competent technical personnel bases the needs of conformity assessment, the assessment team appointed should submit questions objectively and practically, and dispose relative question in process of conformity assessment justly and scientifically. 乙方根据认证工作需要配备有能力的专业技术人员, 乙方指定的审核组应客观、实事求是地提出问题并公正、科学地处理审核中的有关问题;
5. The second party shall provide the assessment report together with non-compliance notice to the first party for corrective actions. 乙方应该提交评审报告及不合格通知以便甲方进行整改。
6. The second party shall review the assessment conclusion initially, and forward relative information to head office in UK for final assessment. The second party should notice the conclusion to the first party in 3 working days once gets the result. 乙方将认证的结论进行初步评审, 初审通过后, 将有关的资料送交乙方英国总部进行最终评审, 并将评审结果在三个工作日内通知甲方;
7. The second party carry out the assessment for product according to the requirement of directive, to verify the legal access of product to the EU market. 乙方按照欧盟产品指令的要求对产品进行评审, 合格后确认甲方产品具备进入欧盟市场资格;
8. The second party shall issue the certificate of conformity for CE marking to the first party once

the assessment completed. 评审合格后, 乙方负责向甲方颁发 CE 合格认证证书。

## 五. Confidentiality 保密原则

The second party shall not give information to any third party regarding the production and technical data of the first party in any forms, with the following exceptions. 乙方不得将甲方经营、生产状况及技术信息以任何方式向第三方泄漏, 但下列情况除外。

1. Information obtained by the second party before signing of this contract. 此合同签署前乙方收到的信息;
2. Any information which is lawfully part of the public date. 甲方在认证范围外已公开的资料;
3. Legal access has been obtained. 法律另有要求时;
4. The authority has such demand. 国家主管部门要求时。

## 六. Settlement of Disputes 争议处理

All disputes in connecting with the execution of this contract shall be firstly settled in friendly negotiations. Unsolved disputes shall be 在合同履行过程中发生争议, 双方应当协商解决, 如达不成协议可以:

1. Referred to national committee for arbitration. 因本合同所发生的重大争议, 申请国家有关仲裁组织仲裁;
2. Settled by going to the court. 按司法程序解决。

## 七. Other 其它

This contract shall be valid upon signing and be in quadruplicate, two copies for each party. 本合同一式四份, 甲、乙双方各执二份, 自签字之日起生效。

Consignor (the first party)委托方 (甲方):

(盖章)

Representative of Certification Body (the second party)

认证证书代理方 (乙方):

CCQS UK LTD.

Legal representative: 法定代表人:

Legal representative: 法定代表人:

Person to contact 联系人: \_\_\_\_\_

Person to contact 联系人: \_\_\_\_\_

Telephone 电话: \_\_\_\_\_

Telephone: 电话: 010-51615653

Fax 传真: \_\_\_\_\_

Fax: 传真: 010-51615653

Bank 开户银行: \_\_\_\_\_

Bank 开户银行: \_\_\_\_\_

北京银行学院路支行

Bank Account: 户名: \_\_\_\_\_

Bank Account: 户名: 欧联赛福科技(北京)有限公司

Bank Number: 帐号: \_\_\_\_\_

Bank Number: 帐号: 01090339100120109179558

Address: 通讯地址: \_\_\_\_\_

Address: 通讯地址: 北京海淀区北四环中路  
211号, 太极大厦5层503A

Postal code: 邮政编码: \_\_\_\_\_

Postal code: 邮政编码: 100083