

Contract for Certification
认证合同

§1 Involved Parties 缔约方:

Certification Body 认证机构:

Name 名称: SRS CERTIFICATION GMBH
Address 地址: FRIEDLÄNDER WEG 20
37085 GÖTTINGEN, GERMANY
Contact person 联系人: R. ORDOWSKI
Email 邮箱: info@srs-certification.com

Operator 操作者:

Name 名称:
Address 地址:
Contact person 联系人:
Email 邮箱:

§2 Requested Standards 申请标准: (please select) (请选择)

| | |
|--------------------------|--|
| <input type="checkbox"/> | EU Organic Regulation (SRS Organic Standard equivalent EC 834/2007 and 889/2008) SRS 有机标准(等效于欧盟法规 834/2007 和 889/2008) |
| <input type="checkbox"/> | GLOBALG.A.P. (IFA Crops: Fruits & Vegetables, Combinable Crops, PPM, Tea; GRASP; Chain of Custody) 全球良好农业规范 (综合农场保证: 水果和蔬菜, 大田作物, 植物繁殖材料或茶叶; 销售监管链) |
| <input type="checkbox"/> | Organic JAS 日本有机标准 |
| <input type="checkbox"/> | Others 其他: |

§3 Subject of the Contract 合同主体:

By signing this contract, the operator requests SRS Certification GmbH, further as "SRS:

通过签署本合同, 操作方要求 SRS 认证有限公司, 以下称为"SRS"

- to control and verify the compliance of the operator's management with the particular standard(s);

控制和验证运营商的管理是否符合特定标准

- if compliant, to provide respective certificates & marks attesting the certified status of the product.

如果符合, 颁发相应的认证证书和标志以证明其产品的认证状态.

§4 Obligations and Rights of the Control Body SRS 控制机构的权利和义务:

- SRS verifies the compliance of the operator's management, processes and products to the required standards on an annual basis. This comprises at least one on-site visit of the operation by an SRS inspector per year, evaluation of his/her assessment and taking the certification decision;

SRS 每年验证操作方的管理, 流程和产品是否符合所申请标准的要求。这包括每年至少一次由 SRS 检查员访问操作方现场, 复核其评价并做出认证决定。

- SRS conducts the on-site inspections, which can be announced or unannounced, regular and/or additional. Prior to an announced inspection, the operator will be notified of an inspection plan. SRS certification staff evaluates the inspection report and takes the certification decision in a timely manner, in order to assure continuous certification of the operator;

SRS 实施的现场检查可以是通知或非通知的, 定期和/或额外形式的。通知检查前将向操作方告知检查计划。SRS 认证人员对检查报告进行复核并及时做出认证决定, 以确保操作方的持续认证。

- SRS commits itself to providing the services by well-trained and qualified persons who strictly respect the impartiality rules and non-discriminatory attitude as determined by the SRS standard operational procedures;

SRS 致力于提供训练有素的合格人员进行服务, 其严格遵守 SRS 标准操作程序确定的公正性规则和非歧视性态度。

- SRS reacts in a timely manner and adequately to any complaint against the operator, SRS staff or the certification decision received. The complaint must be signed and dated; SRS must not react to anonymous complaints or allegations; SRS 将及时和适当地对收到来自操作方、SRS 员工或任何反对认证决定的投诉做出反应。投诉应当签署并且注明日期, SRS 不得对匿名投诉或辩解做出反应。

- SRS provides the current valid versions (or links to it) of all the standards it is accredited for on the SRS website and informs the operators about major changes in a circular;

SRS 在网站上提供了能提供认证服务的所有标准的当前有效版本（或链接），并将重大变化通知操作方。

- SRS informs the operator about subcontracted activities such as sample testing by laboratories.

SRS 将分包活动通知到操作者，例如样品检测机构。

§5 Obligations and Rights of the Operator 操作者的义务和权力:

The operator 操作者应:

- applies the rules of the certification standard chosen under §2 and is obliged to follow and implement any changes of the regulation as well as the conditions and procedures declared by SRS;

实施§2 中选择的认证标准，并有义务遵守和实施该标准的任何变化以及 SRS 声明的条件和程序。

- informs SRS about parallel (different parts of the operation, different scopes, products) or double (same scope, same products) certification by a different certification body;

告知 SRS 关于平行（不同部分的操作，不同范围，产品）或不同认证机构的双重（相同范围，相同产品）认证；

- enables regular and additional inspections (announced and unannounced), supports the SRS inspector by: allowing access to any part of the operation (own and subcontracted), presenting all requested records, and disclosing bookkeeping and complaints as well as their corrections. The operator allows the SRS inspector to conduct interviews with any involved person and to take any sample for laboratory analyses;

同意定期检查和额外检查（通知和非通知），并通过以下方式配合 SRS 检查员：允许进入任何部分的操作场所（自有和分包），展示所有被要求提供的记录，披露账簿和投诉以及整改信息。操作方允许 SRS 检查员对任何相关人员实施访谈并采集任何样品用于实验室检测。

- cooperate, whenever accreditation authorities of SRS conduct audits at operator's site.

当认可机构在操作者场所实施对 SRS 的审核时予以配合。

- informs SRS immediately about any major changes that have occurred in the certified operation (ownership or structure of the operation, subcontractors, units, used substances, applied processes, recipes, etc.);

立即通知 SRS 有关认证操作发生的任何重大变化（操作方的所有权或结构，分包方，单元，使用过的物质和过程，配方等等）。

- cooperates in the investigation of complaints or positive results of residue testing from samples taken by either SRS or third parties (any stakeholder involved in the marketing chain of the certified product, other control bodies, consumers, etc.);

配合 SRS 或第三方（涉及认证产品营销链，其他控制机构，消费者等任何利益向相关方）的投诉或对采集样品检测中发现残留的调查。

- keep records of all complaints related to the certified products or the compliance of the operation, take appropriate actions and make all related records available to SRS;

保存所有与认证产品有关的投诉记录或操作符合记录，采取适当措施并能将所有相关记录提供给 SRS。

- does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statements regarding the certification that the certification body may consider misleading or unauthorized;

不以诋毁认证机构声誉的方式使用其认证产品，也不会对认证机构认为有误导性或未经授权的认证发表任何声明。

- makes claims and uses certificates and marks of conformity regarding certification and certified products consistent with the scope of certification and specified by the certification scheme. This refers to claims on own products, advertising material or publications and to presentations in the internet which are made by the operator or by other parties;

根据认证范围和认证方案的规定正确使用与认证结果和认证产品一致的认证证书和认证标识。这包括对自己产品，广告材料或出版物的描述，以及由操作者或其他方公布在互联网上的信息。

- discontinues the use of advertising or any reference to the certified status of the operation and product in case the certification has been suspended, withdrawn or terminated. In this case, the operator takes any action required by the certification scheme (such as returning all related certificates and removing organic marks);

在认证被暂停、撤销或终止的情况下，停止使用广告或任何涉及操作和产品认证状态的描述。在这些情况下，操作者应采取认证方案要求的任何行动（例如退还所有相关认证证书并移除有机标识。

- if preparing for JAS certification, select qualified staff to perform the Production Management and Grading and ensure the staff is being trained to perform the tasks for managing the organic operation and grading organic products well;

如果准备进行 JAS 认证，请挑选合格的人员负责生产管理和达规判定，并确保这些人员经过培训以较好地执行有机操作管理和有机产品的达规判定活动。

- if any copies of the certification documents are to be made for others, they must be reproduced entirely and in full length and explain to the recipient in writing, that is a copy;

如果认证文件副本需要发给第三方，必须完整地全文复制，并以书面形式向收件人说明该文件仅为副本。

- has the right to submit an appeal against the certification decision within 14 days of reception. If an appeal is submitted after the 14-day period, a reason for the delay must be provided and the appeal may be accepted or declined, in which case the original certification decision remains valid.

有权在收到认证决定的 14 天内提出申诉。如果申诉在 14 天后才提交，则必须提供延迟原因并可能被接受或拒绝，在这种情况下原始认证决定仍然有效。

§6 Duration, Change and Termination of the Contract 合同的期限，变更和终止:

This contract is valid from the date of signing by both parties and is valid until formally terminated. The contract can be terminated if both the operator and SRS formally do so at least three months before the end of the contract period of one year or the validity of the current certificate. In addition, SRS can terminate the certification contract immediately in case of proven severe infringements against the certification conditions. The operator can terminate the contract at any time in case SRS does not fulfill its obligations (§4). In case of GLOBALG.A.P. this contract becomes effective immediately after a previously certified operation successfully cancelled its contract with the previous certification body (of the same crop) and the GGN number is released. Any changes or amendments to this contract must be done in writing and signed by both parties.

本合同自双方签字之日起生效，有效期直至正式终止。如果操作者和 SRS 双方在合同期结束前至少三个月或当前证书有效期内正式终止合同，则可以终止合同。此外，在证明操作者严重违反认证条件的情况下，SRS 可以立即终止认证合同。如果 SRS 未履行其义务 (§4)，操作方可随时终止合同。如为 GLOBALG.A.P.，本合同将自过去的认证操作与转出认证机构（同一作物）成功解除且释放 GGN 编号后立即生效。对本合同的任何更改或修改，双方必须以书面形式签署。

SRS keeps the certification documents for ten years, even after termination of the contract.

SRS 将获证操作方认证文件存档至少十年，即使是在本合同终止后。

§7 Confidentiality 保密性:

SRS keeps and confidentially manages all information obtained and documents generated during the certification activities, except sharing information when required by law, and with standard owners, authorities, accreditation bodies, SRS impartiality board members or as agreed upon with the operator.

SRS 机密地保存和管理在认证活动期间获得的所有信息和文件，但应法律要求对标准所有者、当局和认可机构，SRS 的公正性委员会成员或经过操作者同意时会共享信息。

SRS is obliged to exchange information with other certification bodies, e.g. for confirmation of the certification status of certified products, or when dual certification occurs.

SRS 有义务与其他认证机构交换信息，例如确认认证状态下的获证产品，或当出现双重认证时。

In the case of change of control bodies, the operator authorises SRS to exchange information and documents related to the certification history with the previous control body. SRS publishes on its own website or the standard owner's website, client information on the status of certification, as approved, suspended, revoked or surrendered, in accordance to relevant laws and regulations.

如发生变更控制机构，操作者授权 SRS 与其过去的控制机构交换认证历史信息 and 文件。SRS 将根据有关法律法规要求在自己的网站或标准所有者的网站上，公布客户的认证状态信息，如批准、暂停、撤销或注销的信息。

§8 Offer and Payment 报价和付款:

SRS submits an offer to the operator covering all costs for the annual inspection and certification decision. The offer is part of the certification contract. Payment must be done once a year, following the reception of the invoice from SRS. When changes occur in the operator's project or the certification fee scheme of SRS, a new offer will be sent out in due time. The offer includes a lump sum for sample taking and testing costs, when applicable. The 100% payment for the certification activities is done by the operator before the annual inspection. See SRS' Fee Regulation for information on refundable / non-refundable payments

SRS 向操作方提供的报价包含年度检查和认证决定的所有费用。报价是认证合同的一部分。付款每年一次，在收到 SRS 的发票后支付。当操作者的项目或 SRS 的认证费方案发生变化时，将在适当时发放新的报价。如适用，报价会包含一次性的采样检测费。操作者应在年度检查前支付 100%的款项。参考 SRS 收费规则可退还/不可退还费用。

Whenever it is deemed necessary and according to SRS' risk assessment policy, SRS conducts additional inspection(s) and additional sampling at the expense of the operator. The payment must be done after reception of the invoice from SRS and does not depend on the outcome of the certification decision resulting from the additional SRS activity. The absence of payment will result in cancellation of the present contract

根据 SRS 的风险评估政策当认为必要时，SRS 会进行额外检查和额外采样并向操作者收费。付款应在收到 SRS 发票后完成，而不取决于由 SRS 额外活动所做认证决定的结果。未付款将导致取消本合同。

§9 Liability and Arbitration 责任和仲裁:

From the signing of the contract on, it is the operator alone who is responsible for the compliance of his/her operation with the selected standards. If he/she fails to meet the compliance to the standard, he/she bears the responsibility for failing to obtain or maintain the certification and SRS is not responsible for compensation of any resulting financial losses. The operator him-/herself is liable for the quality of the certified product and correct use of marketing claims.

自本合同签订后，操作者自己负责其操作符合选择的有机标准。如果他/她不符合标准要求，由他/她承担未获得或保持认证的责任。SRS 不负责赔偿造成的任何财务损失。操作者应对其认证产品的质量负责和正确使用销售声明。

This contract is defined by the laws of the Federal Republic of Germany. In case of a dispute arising from this contract, the operator and SRS shall negotiate to resolve the dispute. If no agreement can be reached, the operator and SRS may apply for arbitration to an arbitration institution at the location of the headquarters of SRS.

本合同由德意志联邦共和国的法律界定。如果本合同引发争议，操作者和 SRS 应协商解决争议。如果不能达成，操作者和 SRS 可以向 SRS 总部所在地的仲裁机构申请仲裁。

The English version of this contract is binding. Translations are for reference only.

本合同的英文版具有约束力。翻译内容仅供参考。

Please confirm below statement(s) by ticking the box(es) that apply.

请在适用的方框内打勾以确认下列陈述。

| | |
|--------------------------|---|
| <input type="checkbox"/> | I hereby confirm that I have received a copy of the standards, rules and technical criteria I am applying for, and have studied and understood them. These documents are in a language I have / our operation has a working knowledge of. 我在此确认已收到我申请的标准，规则和技术标准的副本，并已学习和理解它们。这些文件是我们熟悉/使用的语言。 |
| <input type="checkbox"/> | For GLOBALG.A.P.: I hereby confirm that I have received the GLOBALG.A.P. Sublicense and Certification Agreement. I am aware that it is integral part of this contract. 对于 GLOBALG.A.P.:我在此确认我已收到了 GLOBALG.A.P.子许可及认证协议。我知晓这是本合同不可分割的一部分。 |

Place, date 地点和日期: Göttingen,

Place, date 地点和日期:

SRS name 签字人姓名:

Operator's name 操作者名称:

Stamp and signature 盖章和签名:

Stamp and signature 盖章和签名: