

Service Agreement

This service agreement ("Agreement") is entered into by and between:

Preferred by Nature F.M.B.A., with an address of Skindergade 23, 3 København K, 1159 Denmark ("Preferred by Nature")

AND

Full legal name of the client with an address of **enter address** ("Organisation").

Preferred by Nature and the Organisation are collectively referred to as "Parties" and individually referred to as "Party".

1. Terms

1.1 As used in the Agreement, these terms have the following meanings when capitalised:

Accreditation Body – refers to any authoritative or third-party body that performs accreditation or approval of Preferred by Nature as a certification body.

Agreement – refers to this Agreement, including any appendices to this Agreement, documents included or referred to in this Agreement and any documents executed by the Parties modifying, varying, or replacing this Agreement.

Certificate/Statement – refers to the official document(s) attesting that an organisation has been certified/verified after a positive certification/verification decision.

Certification/Verification Requirements – refers to policies, standards, procedures, directives, and any other normative documents applicable to the certification/verification of the Organisation. The current versions of all normative documents can be found on Preferred by Nature's and/or the relevant Certification/Verification Scheme Owner's website. Preferred by Nature also maintains service fact sheets that include additional conditions and information related to specific certification and verification services and are available at www.preferredbynature.org.

服務協定

本服務協定（“本協定”）的簽約雙方為：

Preferred by Nature F.M.B.A 以下簡稱 Preferred by Nature，地址：Skindergade 23, 3 København K, 1159 丹麥

和

Full legal name of the client；地址：**enter address**（以下簡稱“組織”）

Preferred by Nature 和組織分別統稱為“當事方雙方”和每一個個體簡稱“當事方”。

1. 條款

1.1 本協定中使用的這些術語在著重標識時具有以下含義：

認可機構 – 指任何可以批准 Preferred by Nature 作為認證機構的被授權的機構或協力廠商機構。

協議 – 指本協定，包括本協定附錄、本協定中包含或提及的檔以及雙方修改、變更或替換本協定的任何檔。

證書/聲明 – 指組織在作出肯定的認證/驗證決定後，證明該組織已獲得認證/驗證的正式檔。

認證/驗證要求 – 指適用於本組織認證/驗證的政策、標準、程式、指令和任何其他規範性檔。所有規範性檔的現行版本可在 Preferred by Nature 和/或相關的認證/驗證專案有者的網站上找到。Preferred by Nature 還保留服務情況表，其中包括與特定認證和驗證服務相關的附加條件和資訊，詳情請流覽 www.preferredbynature.org。

Certification/Verification Scheme Owner – refers to the organisation responsible for developing and maintaining a certification/verification system for those certification/verification services provided by Preferred by Nature. For certain certification and verification services Preferred by Nature offers, Preferred by Nature is accredited or recognised by a third-party organisation, and for certain services, Preferred by Nature is the Certification/Verification Scheme Owner.

Certification/Verification Scope – refers to the boundaries and extent of the certification/verification in relation to the activities, sites, processes, and products of the Organisation.

Proposal – refers to the written document specifying the Certification/Verification Scope and cost of the services to be provided by Preferred by Nature to the Organisation. The Proposal and any alterations made to the Proposal to reflect a change in the Certification/Verification Scope or cost of services are incorporated by reference into this Agreement.

2. General Provisions

- 2.1 The Parties enter into this Agreement for certification/verification evaluation services for a(n) **Select service type Select evaluation type** (“Evaluation”) provided by Preferred by Nature to Organisation pursuant to the Certification/Verification Scope set forth in the Proposal agreed upon with Organisation.
- 2.2 Preferred by Nature agrees to perform the Evaluation as defined in the Proposal and agrees to exercise professional judgment on the basis of information provided by Organisation and to use the same degree of care and skill ordinarily exercised in similar circumstances by reputable organisations or individuals performing comparable services in the same geographic area(s) and as of the time services are performed. Preferred by Nature makes no other warranty or representation, either express or implied, with respect to its services and in no circumstance shall any of its services be considered as verification of compliance with

認證/驗證項目所有者—指負責為 Preferred by Nature 所提供的認證/驗證服務開發和維護認證/驗證系統的組織。Preferred by Nature 為這些計畫或專案提供認證和驗證服務。

Preferred by Nature 提供的相關認證和驗證服務，由協力廠商機構認可或認同，就某些服務而言，Preferred by Nature 是認證/驗證計畫所有者。

認證/驗證範圍—指與本組織的活動、場所、過程和產品有關的認證/驗證的邊界和範圍。

專案計畫書—指由 Preferred by Nature 向組織提供的服務的認證/驗證範圍及費用的書面檔。專案計畫書以及為反映認證/驗證範圍或服務成本的變化而對項目計畫書所做的任何更改均被參考納入本協議。

2. 一般規定

- 2.1 雙方根據與組織商定的審核計畫書中規定的認證/驗證範圍，各方就由 Preferred by Nature 向組織提供的 **Select service type Select evaluation type** (“審核”)的認證/驗證評估服務簽訂本協定。
- 2.2 Preferred by Nature 同意執行項目計畫書中審核專案，並同意根據組織提供的資訊進行專業判斷，提供專業、細緻的服務。Preferred by Nature 對其服務不作任何其他明示或暗示的保證或陳述，並且在任何情況下，其任何服務均不得被視為符合適用法律的驗證或任何政府當局對組織的產品、實踐的批准或操作。

applicable law or an indication of approval by any governmental authority of Organisation's products, practices or operations.

- 2.3 The Evaluation is the basis for acquiring or maintaining the certification/verification, and, if applicable, is the basis for any changes in the Certification/Verification Scope of the Certificate/Statement.
- 2.4 Preferred by Nature shall provide the Organisation with a draft Evaluation report indicating Organisation's conformance with the applicable Certification/Verification Requirements. Organisation shall have the opportunity to review and comment on the draft Evaluation report prior to the final decision and report finalisation process which is the basis for the certification/verification decision (granting, maintaining, suspending, changing the Certification/Verification Scope, or reinstating the certification/verification).
- 2.5 Organisation shall conform to any additional Certification/Verification Requirements in any attached appendices when applicable to Organisation's Certification/Verification Scope.

3. Costs

- 3.1 Organisation agrees to pay Preferred by Nature **enter total price**, which covers the fees and expenses ("Costs") set out in the Proposal, plus any applicable sales or value-added taxes or any other charges that may be assessed by any local, state, provincial, federal, or foreign jurisdiction. All Costs are provided without value added tax or any other taxes or charges to be withheld from the amounts in the country of the Organisation.
- 3.2 Preferred by Nature reserves the right to review and update these Costs in agreement with the Organisation.
- 3.3 Direct expenses (e.g., travel, accommodation if applicable) are **choose appropriate option**.
- 3.4 The Costs will be invoiced **choose the appropriate option**. Organisation shall pay Preferred by Nature according to the invoice terms and remit payment to **enter invoicing**

- 2.3 審核是獲取或維持認證/驗證的基礎，如果適用，也是證書/聲明的認證/驗證範圍進行任何更改的基礎。
- 2.4 Preferred by Nature 應向組織提供審核報告初稿，表明組織符合適用的認證/驗證標準。組織應有機會在最終決定和報告定稿過程之前對審核報告初稿進行審查和評論，這是認證/驗證結論的基礎（批准、維持、暫停、更改認證/驗證範圍或恢復認證/驗證）。
- 2.5 如果適用於組織的認證/驗證範圍，組織應遵守任何附加的附錄中的認證/驗證要求。

3. 費用

- 3.1 組織同意向 Preferred by Nature 支付認證服務專案計畫書中寫明的費用 **enter total price**，以及任何適用的銷售稅或增值稅或任何其他應交稅費。所有費用是不含增值稅的，也不包括其他稅費減免。
- 3.2 Preferred by Nature 保留與組織協商後審查和更新這些成本的權利。
- 3.3 直接費用（如差旅、住宿，如適用）**choose appropriate option**。
- 3.4 費用的請款發票將在 **choose the appropriate option**。組織應根據發票條款支付 Preferred by Nature，並根據需要將款項匯入 **enter**

legal entity and any payment instructions as needed. Organisation shall not unreasonably withhold or delay payment. Preferred by Nature reserves the right to assess a late payment fee based on invoice terms.

- 3.5 Organisation shall not be required to pay for any services performed by Preferred by Nature that are outside the Proposal unless there are unanticipated costs due to the discovery or disclosure of information not known or considered by Preferred by Nature during preparation of the Proposal and that require additional site visits or further investigation.

4. Claims and communications

- 4.1 The Organisation agrees not to undertake any activities or make any claims which may harm Preferred by Nature's reputation.
- 4.2 The Organisation shall obtain prior written approval from Preferred by Nature for any public usage of the Preferred by Nature name, logo or trademarks before their usage.

5. Confidentiality and public information

- 5.1 Neither Party to this Agreement shall disclose or publish any confidential information of the other Party, without written consent of the other Party, unless:
- the disclosure is to the receiving Party's attorneys or authorised agents;
 - disclosure is required by law or by a judicial, governmental or regulatory body;
 - such information is publicly available without any violation of this Agreement by the receiving Party;
 - the information was available to the receiving Party on a non-confidential basis prior to its disclosure by the disclosing Party; or
 - the information is disclosed by a source who does not have an obligation to treat the information as confidential.

- 5.2 Notwithstanding the foregoing:

invoicing legal entity and any payment instructions as needed. 機構不得無故拒絕或延遲付款。 Preferred by Nature 保留根據發票條款評估延遲付款費用的權利。

- 3.5 Preferred by Nature 在服務說明以外提供的任何服務，不得要求組織支付服務費，除非由於 Preferred by Nature 發現或披露資訊而產生其他成本，這些資訊在制定專案計畫書期間 Preferred by Nature 不知情，並且需要進行額外的現場考察或進一步調查。

4. 聲明與通信

- 4.1 組織同意不從事任何可能損害 Preferred by Nature 聲譽的活動或聲明。
- 4.2 組織對 Preferred by Nature 名稱、標誌或商標的任何公開使用，均應在使用前獲得 Preferred by Nature 的書面批准。

5. 保密和公開信息

- 5.1 未經另一方同意，本協議任何一方均不得披露或發佈任何一方認為為保密的資訊，以下情況除外：
- 認證專案所有者或認可機構要求公開這些資訊；
 - 法律或司法、政府或監管機構要求披露；
 - 該等資訊由接收方在不違反本協定的情況下公開獲得；
 - 在提供方披露該資訊之前，接收方在非保密的基礎上獲得的資訊；或
 - 這些資訊是由沒有義務將其視為機密的來源披露的。

- 5.2 儘管有上述規定：

- a) Preferred by Nature may provide the Certification/Verification Scheme Owner or Accreditation Body with access to confidential information of the Organisation if required by Certification/Verification Requirements; and
- b) Preferred by Nature and Certification/Verification Scheme Owner have the right to make Organisation information related to their certification/verification publicly available if required by Certification/Verification Requirements.

- a) 如果認證要求有要求，Preferred by Nature 可以向認證計畫所有者或認可機構提供訪問本組織機密資訊的許可權；
- b) 根據認證/認證要求，Preferred by Nature 及認證/驗證專案持有者有權公開機構有關其認證/驗證的資料。

6. Limitation of liability

- 6.1 For purposes of this Agreement, "Damages" means financial consequences resulting from any claims, demands, causes of action, judgments or settlements, including without limitation, attorney's fees and court costs.
- 6.2 Organisation agrees that in no event shall Preferred by Nature, nor its affiliates, including subsidiaries, sister companies or parent company, and their officers, agents, directors, employees, and subcontractors, be liable to the Organisation, any Organisation customer or any other person or entity for any indirect or incidental loss or Damages, however caused, arising out of or relating to this Agreement or the services provided.
- 6.3 Organisation may hold Preferred by Nature liable in cases where Damages are attributable to Preferred by Nature's gross negligence or willful misconduct. Preferred by Nature's total liability shall not exceed, with respect to any one event or series of connected events, an amount equal to the fees paid to Preferred by Nature under this Agreement.
- 6.4 Neither Party to this Agreement shall be responsible for any inability or failure to comply with the terms of this Agreement due to causes beyond its control (force majeure) and without the negligence or malfeasance of such Party. These causes shall include, but not be restricted to: fire, storm, flood, earthquake, or other natural disaster, explosion, terrorist activities, war, rebellion, insurrection, mutiny, sabotage,

6. 責任限制

- 6.1 在本協議中，損害賠償是指任何索賠、要求、訴因、損害賠償、判決或和解的經濟後果，包括但不限於律師費和法庭費用。
- 6.2 組織同意，在任何情況下，Preferred by Nature 及其附屬公司（包括子公司、姐妹公司或母公司）及其高級職員、代理人、董事、員工和分包商，均不對組織、任何組織客戶或任何其他人士或實體承擔任何因本協定或提供的服務引起或與之相關的任何間接或附帶損失或損壞的責任。
- 6.3 若因 Preferred by Nature 的重大過失或故意不當行為造成損害，組織可要求 Preferred by Nature 承擔責任。對於任何一個事件或一系列相關事件，Preferred by Nature 的總責任不得超過根據本協定支付給 Preferred by Nature 的費用。
- 6.4 本協議的任何一方均不對由於其無法控制的原因（不可抗力）而導致的任何無法或未能遵守本協議條款的行為負責，且不是該方的疏忽或瀆職引起的。這些原因應包括但不限於：火災、風暴、洪水、地震或其他自然災害、爆炸、恐怖活動、戰爭、叛亂、暴動、叛亂、破

epidemic, quarantine restrictions, labour disputes, embargoes, and acts of any government.

壞、流行病、檢疫限制、勞資糾紛、禁運和任何政府行為。

7. Term & termination

- 7.1 This Agreement shall commence when signed by both Parties and shall terminate upon completion of the Evaluation, unless terminated earlier as provided in clause 7.2.
- 7.2 This Agreement may be terminated prior to the end of the term by any of the following:
- mutual agreement of the Parties;
 - Organisation with thirty (30) days' written notice to Preferred by Nature;
 - Preferred by Nature with sixty (60) days' written notice to Organisation;
 - Preferred by Nature in accordance with decisions made by the Certification/Verification Scheme Owner or Accreditation Body;
 - Preferred by Nature, if Organisation breaches its obligations under this Agreement, and fails to cure any breach within the time period as defined by Preferred by Nature;
 - either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
 - Preferred by Nature, immediately, if Organisation, in the sole opinion of Preferred by Nature, has discredited Preferred by Nature or the Certification/Verification Scheme Owner, or if any of Organisation's activities reflect badly on the name of Preferred by Nature or the Certification/Verification Scheme Owner and Organisation fails to take corrective measures, if possible, within a defined time period after Preferred by Nature has notified the Organisation in writing.
- 7.3 The Organisation shall pay Preferred by Nature for any services performed up to the effective date of termination if such services were performed in accordance with this Agreement.

7. 期限和終止

- 7.1 本協定自雙方簽字後開始，在完成服務之後終止，除非依據第 7.2 條的規定提前終止。
- 7.2 在下列情況下，本協定可以提前終止：
- 雙方一致同意提前終止；
 - 組織提前 30 天向 Preferred by Nature 發出書面通知終止；
 - Preferred by Nature 提前 60 天向機構發出書面通知終止；
 - Preferred by Nature 符合認證/驗證計畫擁有者或認可機構的認可；
 - 如果組織違反其在本協定項下的義務，且未能在 Preferred by Nature 規定的時間內糾正任何違約；
 - 如一方違反其在本協議項下的保密義務，則應立即通知另一方；
 - 組織損害了 Preferred by Nature 的信用，或者組織的任何活動對於 Preferred by Nature 的聲譽有不良影響，或者認證/驗證方案所有者和組織未能在 Preferred by Nature 書面通知組織後的規定時間內採取糾正措施。
- 7.3 對於依據本協定提供的服務，組織應當向 Preferred by Nature 支付截止到協定終止日的服務費。

7.4 The provisions of sections 3, 4, 5 and 6 shall survive termination of this Agreement as well as any provisions that by nature are intended to survive termination of the Agreement.

8. Miscellaneous

8.1 This Agreement may not be amended except by written agreement signed by both Parties.

8.2 No assignment of any rights or obligations under this Agreement may be made except with the prior written consent of the other Party. This Agreement shall be binding on the successors and assigns of the Parties.

8.3 In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions shall not be affected.

8.4 This Agreement shall be governed by and construed in accordance with the laws of Denmark, without regard to any conflict of law principles.

8.5 In the event of any dispute arising from or in connection to this Agreement, the Parties shall first seek to resolve it amicably through mutual agreement, but if no resolution is achieved, the dispute shall be submitted to the courts of Denmark, which shall have exclusive jurisdiction.

8.6 This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Faxed, emailed, and other electronic signatures are equally effective and binding as originals.

Note on this bilingual version: In case of any differences between the languages, the English version shall prevail.

7.4 第 3、4、5 和 6 條的規定在本協議終止後繼續有效，以及在本協議終止後繼續有效的任何規定。

8. 其他

8.1 對本協議的修訂，必須採用書面形式並由雙方簽字。

8.2 未經對方事先書面同意，不得轉讓本協議項下的任何權利或義務。本協議對雙方的繼承人和受讓人有約束力。

8.3 如果本協議的任何一條或多條規定無效、非法或在任何方面不能執行，其餘規定的效力、合法性或可執行性不受影響。

8.4 本協議由丹麥法律管轄並按其進行解釋，不考慮任何法律衝突原則。

8.5 如果因本協定產生或與本協定有關的任何爭議，雙方應首先尋求通過共同協議友好解決，但如果無法解決，則應將爭議提交至丹麥法院，具有專屬管轄權。

8.6 本協定可以簽署數份，每一份簽署的協定都是原件，所有原件一起構成同一份協議。傳真、電子郵件和其他電子簽名與正本有同效力和約束力。

注：中英文版本如有差異，以英文版本為準。

	On behalf of Preferred by Nature F.M.B.A.	On behalf of Organisation / 機構代表
Name 姓名		
Title 職務		
Signature and Date 簽字和日期		