

Service Agreement

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

NEPCon Certification (Beijing) Co., Ltd, with an address of Room 8021, 8th Floor, No. 26, Jinganli, Chaoyang District, Beijing, China ("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

服务协议

本服务协议（“本协议”）的签约双方为：

奈普康认证（北京）有限公司 以下简称 Preferred by Nature，地址：北京市朝阳区静安里 26 号楼 8 层 801 内 8021 室

和

Full legal name of the client；地址：**enter address** 以下简称“组织”）

Preferred by Nature 和组织分别统称为“当事方双方”和每一个个体简称“当事方”

1. 条款

1.1 本协议中使用的这些术语在着重标识时具有以下含义：

认可机构 – 指任何可以批准 Preferred by Nature 作为认证机构的被授权的机构或第三方机构。

协议 – 指本协议，包括本协议附录、本协议中包含或提及的文件以及双方修改、变更或替换本协议的任何文件。

证书/声明 – 指组织在作出肯定的认证/验证决定后，证明该组织已获得认证/验证的正式文件。

认证/验证要求 – 指适用于本组织认证/验证的政策、标准、程序、指令和任何其他规范性文件。所有规范性文件的现行版本可在 Preferred by Nature 和/或相关的认证/验证项目有者的网站上找到。Preferred by Nature 还保留服务情况表，其中包括与特定认证和验证服务相关的附加条件和信息，详情请浏览 www.preferredbynature.org。

verification services and are available at 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,

认证/验证项目所有者-指负责为 Preferred by Nature 所提供的认证/验证服务开发和维认证护/验证系统的组织。Preferred by Nature 为这些计划或项目提供认证和验证服务。Preferred by Nature 提供的相关认证和验证服务，由第三方机构认可或认同，就某些服务而言，Preferred by Nature 是认证/验证计划所有者。

认证/验证范围-指与本组织的活动、场所、过程和产品有关的认证/验证的边界和范围。

项目计划书-指由 Preferred by Nature 向组织提供的服务的认证/验证范围及费用的书面文件。项目计划书以及为反映认证/验证范围或服务成本的变化而对项目计划书所做的任何更改均被参考纳入本协议。

2. 一般规定

- 2.1 双方根据与组织商定的审核计划书中规定的认证/验证范围，各方就由 Preferred by Nature 向组织提供的 **Select service type Select evaluation type** (“审核”)的认证/验证评估服务签订本协议。
- 2.2 Preferred by Nature 同意执行项目计划书中审核项目，并同意根据组织提供的信息进行专业判断，提供专业、细致的服务。Preferred by Nature 对其服务不作任何其他明示或暗示的保证或陈述，并且在任何情况下，其任何服务均不得被视为符合适用法律的验证或任何政府当局对组织的产品、实践的批准或操作。

with respect to its services and in no circumstance shall any of its services be considered as verification of compliance with 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**.

2.3 审核是获取或维持认证/验证的基础，如果适用，也是证书/声明的认证/验证范围进行任何更改的基础。

2.4 Preferred by Nature 应向组织提供审核报告初稿，表明组织符合适用的认证/验证标准。组织应有机会在最终决定和报告定稿过程之前对审核报告初稿进行审查和评论，这是认证/验证结论的基础（批准、维持、暂停、更改认证/验证范围或恢复认证/验证）。

2.5 如果适用于组织的认证/验证范围，组织应遵守任何附加的附录中的认证/验证要求。

3. 费用

- 3.1 组织同意向 Preferred by Nature 支付认证服务项目计划书中写明的费用 **enter total price**，以及任何适用的销售税或增值税或任何其他应交税费。所有费用是不含增值税的，也不包括其他税费减免。
- 3.2 Preferred by Nature 保留与组织协商后审查和更新这些成本的权利。
- 3.3 直接费用（如差旅、住宿，如适用）**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 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:

- a) the disclosure is to the receiving Party's attorneys or authorised agents;
- b) disclosure is required by law or by a judicial, governmental or regulatory body;
- c) such information is publicly available without any violation of this Agreement by the receiving Party;
- d) the information was available to the receiving Party on a non-confidential

3.4 费用的请款发票将在 **choose the appropriate option**。组织应根据发票条款支付 Preferred by Nature，并根据需要将款项汇入 **enter invoicing legal entity and any payment instructions as needed**。机构不得无故拒绝或延迟付款。Preferred by Nature 保留根据发票条款评估延迟付款费用的权利。

3.5 Preferred by Nature 在服务说明以外提供的任何服务，不得要求组织支付服务费，除非由于 Preferred by Nature 发现或披露信息而产生其他成本，这些信息在制定项目计划书期间 Preferred by Nature 不知情，并且需要进行额外的现场考察或进一步调查。

4. 声明与通信

4.1 组织同意不从事任何可能损害 Preferred by Nature 声誉的活动或声明。

4.2 组织对 Preferred by Nature 名称、标志或商标的任何公开使用，均应在使用前获得 Preferred by Nature 的书面批准。

5. 保密和公开信息

5.1 未经另一方同意，本协议任何一方均不得披露或发布任何一方认定为保密的信息，以下情况除外：

- a) 认证项目所有者或认可机构要求公开这些信息；
- b) 法律或司法、政府或监管机构要求披露；
- c) 该等信息由接收方在不违反本协议的情况下公开获得；
- d) 在提供方披露该信息之前，接收方在非保密的基础上获得的信息；或

basis prior to its disclosure by the disclosing Party; or

- e) the information is disclosed by a source who does not have an obligation to treat the information as confidential.

5.2 Notwithstanding the foregoing:

- 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.

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

- e) 这些信息是由没有义务将其视为机密的消息来源披露的。

5.2 尽管有上述规定:

- a) 如果认证要求有要求, Preferred by Nature 可以向认证计划所有者或认可机构提供访问本组织机密信息的权限;
- b) 根据认证/认证要求, Preferred by Nature 及认证/验证项目持有者有权公开机构有关其认证/验证的资料。

6. 责任限制

- 6.1 在本协议中, 损害赔偿是指任何索赔、要求、诉因、损害赔偿、判决或和解的经济后果, 包括但不限于律师费和法庭费用。
- 6.2 组织同意, 在任何情况下, Preferred by Nature 及其附属公司(包括子公司、姐妹公司或母公司)及其高级职员、代理人、董事、员工和分包商, 均不对组织、任何组织客户或任何其他个人或实体承担任何因本协议或提供的服务引起或与之相关的任何间接或附带损失或损坏的责任。
- 6.3 若因 Preferred by Nature 的重大过失或故意不当行为造成损害, 组织可要求 Preferred by Nature 承担责任。对于任何一个事件或一系列相关事件, Preferred by Nature 的总责任不得超过根据本协议支付给 Preferred by Nature 的费用。

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

6.4 本协议的任何一方均不对由于其无法控制的原因（不可抗力）而导致的任何无法或未能遵守本协议条款的行为负责，且不是该方的疏忽或渎职引起的。这些原因应包括但不限于：火灾、风暴、洪水、地震或其他自然灾害、爆炸、恐怖活动、战争、叛乱、暴动、叛乱、破坏、流行病、检疫限制、劳资纠纷、禁运和任何政府行为。

7. Term & termination

7. 期限和终止

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.

7.1 本协议自双方签字后开始，在完成服务之后终止，除非依据第 7.2 条的规定提前终止。

7.2 This Agreement may be terminated prior to the end of the term by any of the following:

7.2 在下列情况下，本协议可以提前终止：

- a) mutual agreement of the Parties;
- b) Organisation with thirty (30) days' written notice to Preferred by Nature;
- c) Preferred by Nature with sixty (60) days' written notice to Organisation;
- d) Preferred by Nature in accordance with decisions made by the Certification/Verification Scheme Owner or Accreditation Body;
- e) 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;
- f) either Party, immediately, if the other Party violates its confidentiality obligations under this Agreement;
- g) Preferred by Nature, immediately, if Organisation, in the sole opinion of Preferred by Nature, has discredited Preferred by Nature or the Certification/Verification Scheme

- a) 双方一致同意提前终止；
- b) 组织提前 30 天向 Preferred by Nature 发出书面通知终止；
- c) Preferred by Nature 提前 60 天向机构发出书面通知终止；
- d) Preferred by Nature 符合认证/验证计划拥有者或认可机构的认可；
- e) 如果组织违反其在本协议项下的义务，且未能在 Preferred by Nature 规定的时间内纠正任何违约；
- f) 如一方违反其在本协议项下的保密义务，则应立即通知另一方；
- g) 组织损害了 Preferred by Nature 的信用，或者组织的任何活动对于 Preferred by Nature 的声誉有不良影响，或者认证/验证方案所有者和组织未能在 Preferred by

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.

Nature 书面通知组织后的规定时间内采取纠正措施。

- 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.
- 7.4 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.

7.3 对于依据本协议提供的服务，组织应当向 Preferred by Nature 支付截止到协议终止日的服务费。

7.4 第 3、4、5 和 6 条的规定在本协议终止后继续有效，以及在本协议终止后继续有效的任何规定。

8. Miscellaneous

8. 其他

- 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 the People's Republic of China, 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 the People's Republic of China, which shall have exclusive jurisdiction.
- 8.6 This Agreement may be executed in counterparts, each of which when executed

- 8.1 对本协议的修订，必须采用书面形式并由双方签字。
- 8.2 未经对方事先书面同意，不得转让本协议项下的任何权利或义务。本协议对双方的继承人和受让人有约束力。
- 8.3 如果本协议的任何一条或多条规定无效、非法或在任何方面不能执行，其余规定的效力、合法性或可执行性不受影响。
- 8.4 本协议由中华人民共和国法律管辖并按其进行解释，不考虑任何法律冲突原则。
- 8.5 如果因本协议产生或与本协议有关的任何争议，双方应首先寻求通过共同协议友好解决，但如果无法解决，则应将争议提交至中华人民共和国法院，具有专属管辖权。
- 8.6 本协议可以签署数份，每一份签署的协议都是原件，所有原件一起构成同一份协议。传真、

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.

电子邮件和其他电子签名与正本有同等效力和约束力。

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

注：中英文版本如有差异，以英文版本为准。

	On behalf of NEPCon Certification (Beijing) Co., Ltd 代表 奈普康认证（北京）有限公司	On behalf of Organisation 机构代表
Name 姓名		
Title 职务		
Signature and Date 签字和日期		