

### **Best ISO Certification Co., Ltd.**

### **<u>Certification Service Agreement</u>**

Client (Party A): Service Party (Party B): Best ISO Certification Co., Ltd. Party A and Party B signed these terms of service on the basis of equal negotiation on the management system certification project and on the basis of truthful and full expression of each party's wishes, and both parties shall abide by it.

# Part ONE. The content and requirements of the management system certification program

- 1. Party A shall establish a management system in accordance with international standards and relevant national laws and regulations, and Party B shall audit Party A in accordance with the above regulations and standards. If there are other systems, contract separately.
- The scope of production, operation and service activities covered by the management system that Party A intends to verify (the scope of issuing the certification will be subject to the formal confirmation of Party B after the certification decision) : Chinese range:

English		
range:		

- 3. The total number of people covered by Party A's management system : \_\_\_\_\_\_. (at least include all core system usage numbers)
- 4. Party A hopes that the on-site Certification/Verification/Validation audit date will be\_\_\_\_\_\_, but the time when the two parties finally reach an agreement shall prevail . For the specific time of on-site audit, Party B shall provide the "Audit Plan" as a confirmation of the performance of the terms of service. If any party is unable to carry out the audit for any reason , the responsible party shall notify the other party in advance.
- 5. Certification/Verification/Validation Type: 
  □Initial □Transfer □Others \_\_\_\_\_
- 6. Management system certificates and signs that Party A applies for:

  International Accreditation Service (IAS)
  others:
- The places covered by Party A's management system include the main institution <u>Please refer to "Form01 Application" for the company name, address and number of</u> <u>employee of</u> each place.

#### Part TWO Implementation of the management system certification

#### program

- Party B shall verify and audit Party A according to the Certification/ Verification/ Validation procedure of the current version, and after confirming that the management system complies with the audit basis stipulated in the terms of service, Party B shall handle the Certification/Verification/Validation registration for Party A, and issue or reissue the management system certification certificate. The certificate is valid for three years.
- 2. The on-site audit shall be carried out during the normal operation of the activities covered by Party A's management system, in which:
- 2.1. The initial Certification/Verification/Validation audit process (preliminary audit) is audited in two stages (Stage 1 and Stage 2).
- 2.2. Surveillance audit (annual audit): The first surveillance audit after the initial Certification/Verification/Validation shall be conducted within 12 months from the date of the Certification decision. Thereafter, the surveillance audit shall be conducted at least once every calendar year (except for the year that shall be subject to three-year re-assessment), and the time interval between the first surveillance shall not exceed 12 months (seasonal production shall be surveillance audit during the production season), if Party A If there is a major change in the management system, or a change that affects its certification basis, the frequency of supervision and audit should be increased.
- 2.3. Re-assessment (three-year renew audit): The three-year re-assessment should be carried out before the expiration of the three-year validity period of the certification (Party A should apply at least 3 months before the expiration of the certification in accordance with the requirements of this service certification), and the previous audit Party A shall complete the corrective action closed within the period of validity of the certificate for the found non- conformity items, and the party B shall only submit an application for a certification decision after the audit by Party B;
  - a) When the three-year re-assessment audit exceeds the validity period of the current certification, the initial certification audit must be re-implemented according to the requirements of the initial certification;
  - b) If Party A fails to accept Party B's three-year re-assessment, Party B will temporarily terminate Party A's certification and use of certification logo
  - c) When Party A has major changes in its management system or its operating location (such as changes in laws) after obtaining the certification, the three-year reassessment activities may require a stage 1 audit.
- 2.4. Special audit: When Party A applies for expanding the scope of certification after

obtaining the certificate or Party B is investigating complaints, tracking changes to Party A's system or temporary termination of certification, special audits may be required. When appropriate, special audits may be conducted concurrently with routine surveillance audits.

# Part THREE. Certification service fees and payment are in accordance with the certification agreement

- 1. Fees and audit days and payment methods are attached in the certification agreement for contract.
- 2. Other requirements : A supplementary agreement must be signed.

# Part FOUR. The Rights and Obligations of both parties in the Terms of Service

#### A. The rights and obligations of Party A:

- 1. Party A's rights:
- 1.1. Have the right to propose requirements for the scope of management system certification (including products/services/activities/sites) subject to compliance with relevant laws and regulations and relevant requirements.
- 1.2. Have the right to appeal or complain against Party B's violations and certification audit conclusions in the certification service process or activities.

#### 2. Party A's obligations:

- 2.1. Comply with relevant laws and regulations and certification requirements (see the public documents provided by Party B), and pay and bear various fees on time.
- 2.2. When submitting the application for management system certification, Party A shall provide the relevant documents and materials for the cerification application ( such as legal status certification documents, etc. ) according to the requirements of the management system certification application form, and Party A must ensure that the documents and materials provided are true and legal.
- 2.3. Make comprehensive and reasonable arrangements for Party B to enter the on-site audit, including providing Party B with the information needed for the initial audit, supervisory audit, and three-year re-assessment, opening the places that auditors need to enter (the confidential area should be explained to Party B in advance), providing sufficient evidence to prove the effectiveness of the system operation. The initial audit shall provide effective evidence of system operation for no less than 3 months, including effective internal audit and management review . If it is found at the audit site that the management system has not been in operation for more than 3

months or relevant documents that cannot prove that it has been more than 3 months , Party B will terminate the audit.

- 2.4. the auditors will be caused by concealing information such as the organization, number of employee, and number of multiple sites covered by the management system. Insufficient audit days, insufficient sampling size in multiple places, invalid audit results or invalid certification certificates, Party A shall bear full responsibility for the losses caused thereby, and bear the economic and reputation losses caused to Party B.
- 2.5. Within one year before the date of application for management system certification, Party A promises that no one of the following situations occurs:
  - a) Other certification body have made no recommendation for certification (initial audit) or re-assessment. Or make a decision that the certification cannot continue to be used during the surveillance audit;
  - b) Other certification body have made a decision to temporarily terminate or revoke the certification.

If Party A fails to truthfully declare the above information and the certificatio becomes invalid and causes Party A's loss, Party A shall bear it by itself.

- 2.6. Part B shall continually keep the effectiveness of the certification and obey the relevant laws, regulations and rules of verification and certification, cooperate and assist the inspections carried out by relevant departments, government departments and certification body, and respond to inquiries and inquiries about relevant matters. Provide relevant materials and information truthfully during the investigation.
- 2.7. After obtaining the certificate, Party A shall correctly use the certificate, certification mark and relevant information according to the requirements of Party B's public documents and correctly quote the certification status, and shall not use the management system certification and related words and logos to mislead the public into thinking that its products or services have passed the certification; advertise only what is approved for certification. During the temporary termination of the certification of the management system certification, Party A shall not use the certification, certification mark or reference certification information in any way. If the management system certification gain advertising materials citing certification qualifications and return the certificate to Party B. If the certification scope is narrowed, Party A shall revise the relevant documented information.
- 2.8. In case of any of the following situations after Party A obtains the certification, it shall report to the certification institution in a timely manner, and accept the special audit or

on-site audit decided by Party B in accordance with relevant regulations, and pay Party B the expenses incurred in the audit (including food, lodging, transportation, etc. cost);

- a) Customers and related parties have major complaints.
- b) The products produced and sold or the services provided are deemed unqualified by the quality or relevant competent authorities .
- c) Any Product or service quality safety, environmental pollution or production safety accidents occur.
- d) Changes in relevant circumstances, including: changes in legal status, production and operation status, organizational status or ownership; changes in administrative license qualifications, compulsory certification or other certificate qualifications; changes in legal representatives and top managers; changes in production, operation or service changes in the workplace; changes in the scope of activities covered by the management system, the number of people, and the number of multiple sites; major changes in the management system and important processes, etc.;
- e) The occurrence of other important situations affecting the operation of the management system.
- 2.9. Party A shall not refuse the witness audit of the certification body without justifiable reasons, and please provide necessary cooperation in the process of witness audit
  - a ) The certification body conducts an external witness audit of Party B's certification body.
  - b) Internal witness (assessment) audit tasks of the certification body
     Witness audit is a necessary management for the certification body to maintain the certification qualification. It is not an audit of the operation of the management system of the audited organization, and does not affect the certificationdecision of the audit result.
- 2.10. If any event occurs, Party A shall notify Party B as soon as possible, and Party A shall notify relevant units according to law. When Party B learns about relevant events through any channel, Party A shall be required to verify, immediately deal with the plan, the impact situation, and follow-up processing and other evidence according to law and keep them for Party B and relevant units to inquire at any time. Party B may conduct special audits or visits depending on the situation. If Party A Refusal to provide information or to refuse a special audit may result in the revocation of certificationregistration qualifications. (Major events need to be reported to the certification body (AB) and Party B within three months )

#### B. The rights and obligations of Party B:

#### 3. Party B's rights:

- 3.1. If Party A fails to provide "relevant documents and materials for certification application" as required in the management system certification application letter, Party B has the right to refuse to arrange the audit.
- 3.2. Have the right to determine the scope of Party A's registration in accordance with relevant laws and regulations and relevant certification regulations; decide whether to grant Party A certification registration and issue certificates.
- 3.3. temporarily terminate or revoke Party A's certification registration qualification and withdraw the certificate based on Party A's violations .
- 3.4. The right to arrange non-routine special audit in a timely manner when there is an abnormal situation in Party A's management system; the time and cost shall be negotiated separately by both parties.

#### 4. Party B's obligations:

- 4.1. Strictly abide by the laws and regulations of the country and the requirements of certification bodies.
- 4.2. Provide Party A with certification services in an objective and fair manner in accordance with the certification procedures, the standards on which the certification is based, and the terms of service.
- 4.3. Strict confidentiality commitment, shall not disclose Party A's non-public information in terms of operation, production, technology, management, etc. to third-party manufacturers in any way. But the following exceptions:
  - a) Party A's published information;
  - b) Obtain the written consent of Party A;
  - c ) When required by law.
- 4.4. Responsible for publishing the information that Party A has been verified and registered on relevant media.

#### V. Effectiveness of the Terms of Service

- These terms of service are in duplicate, and will come into effect on the date of signing and stamping by both parties. Party A and Party B each hold one copy, which has the same legal effect.
- 2. the implementation of the terms of service , all formal information of both parties shall be expressed in written form (fax and other APPs are allowed and relevant information shall be retained )
- 3. from the date of signing to three years after the certificate is obtained Any party who

terminates the terms of service in advance shall notify the other party in writing 30 days in advance and sign a written agreement to terminate after mutual agreement .

#### 6. Liability for breach of contract

Party A and Party B shall implement the terms of service in good faith . If one party fails to perform the terms of service after signing the terms of service, the two parties shall negotiate to resolve it. The economic loss caused by the unilateral termination of the terms of service shall be borne by the responsible party. Except for the occurrence of force majeure (force majeure should be legally certified )

#### 7. Changes to the Terms of Service

For matters not covered in these terms of service or within the validity period of the terms of service , if either party proposes to change the terms of service , after both parties reach a consensus , they will sign a supplementary agreement to explain the content of the change and the relevant provisions of the terms of service . After the new clauses in the supplementary agreement take effect, the conflicting clauses in the terms of service will become invalid.

#### 8. Other Matters

- 1. Party A shall submit relevant materials according to the requirements of the Certification Application Form for Party B's contract review .
- 2. The audit plan can only be started after the terms of service are formally signed .
- 3. in conflict with the current laws, regulations and rules , the current laws, regulations and rules shall prevail and be revised in time, and both parties shall abide by them.
- 4. Application/Complaint Tel: 04-23580901 The application/complaint process can be accessed at : <u>https://www.bestiso.org/</u>

Name of entru	usting party	URL:	
(Party A):			
mailing		Postal code:	
address:			
Telephone:	Fax :	E-mail:	
Contact:	Position :	cell phone:	
Auditor (Party	y B) name: International Quality Assurance Co.	URL:https://www.bestiso.org/	

	Ltd.		
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		Department	
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payable ):	Ltd.		
Bank	Cooperative Trea	sury Bank (0 06) Fengjia Branch	account3498-898-000281
information:			number:
Legal representative of Party A: Legal re			representative of Party B:
contract seal contract			act seal

date:

date :