



國際品質驗證股份有限公司
Best ISO Certification Co., Ltd.

管理系統驗證服務協議

Agreement
of
Management System Certification Service

Between

委託方 (甲方) : 被稽核方

Party A: Auditee

服務方 (乙方) : 國際品質驗證股份有限公司

Party B: Best ISO Certification Co., Ltd.

According to the "Civil Law", both parties will sign this contract on the basis of real-time and full expression of their respective wishes on the management system certification project, and the two parties will abide by the implementation.

依據《法律契約》之規定，甲乙雙方就管理系統驗證專案，經平等協商，在真實、充分地表達各自意願的基礎上，簽訂本合約，雙方共同遵守履行。

1. Management system and requirements 管理系統驗證專案的內容和要求

1.1. Party A shall establish a management system in accordance with Management system standards and regulations requirement. Party B shall conduct the certification audit Party A according to the above criteria. 甲方按照國際標準及國家相關法令法規建立管理系統，乙方依據上述法規及標準對甲方進行驗證稽核。

1.2. The management system information that Party A intends to certify should be filled in in detail in the certification application form, including the Company name, contact person, International Standards for certification, scope of coverage (production, operation and service activities), number manpower of activities, facilities address, temporary facilities (applicable activities)...: 甲方擬驗證的管理系統資訊應詳細填寫於驗證申請書，包含公司名稱、聯絡人、驗證的國際標準、覆蓋的範圍(生產、經營和服務的活動)、活動人數、實體地址、臨時地址(適用的活動)...

Information detail please provide in 《Form01 Application form》《Form02 Questionnaire》

詳細資訊請填寫於《Form01 申請書》《Form02 問卷》

The certification scope of the issued certificate will be confirmed by Party B after the certification decision. 頒發驗證證書的範圍將以乙方驗證決定後正式確認的範圍為準

1.3. Certification type 驗證類型 Initial 初次驗證 Re-assessment 重新審核 Transfer 轉移證書 Others 其他 _____

1.4. The applying management system Marks and certifications 甲方申請獲取的管理系統證書和標誌：

International Accreditation Service (IAS) 其他 Others: _____

2. Conduct the Management systems audit 管理系統驗證項目的實施

2.1. Party B shall conduct certification and audit on Party A in accordance with the public current version of certification specifications, certification guidelines and certification procedures. After confirming that the management system complies with the audit basis specified in the terms of service, Party B will handle management system certification registration or renew for Party A. The certificate

is valid for three years. 乙方按公開現行版本之驗證規範、驗證指引及驗證程序對甲方進行驗證稽核，在確認管理系統符合服務條款約定的稽核依據後，為甲方辦理驗證註冊，發放或換發管理系統驗證證書。證書有效期為三年。

2.2. On-site audits shall be conducted when the activities covered by Party A's management system are in normal operation, including:

現場稽核應在甲方管理系統覆蓋的活動處於正常運行期間進行，包含：

2.2.1. The initial certification audit process (New application) is divided into two stages of audit (stage 1 and stage 2). 初次驗證稽核過程（新申請）分兩個階段稽核（第一階段和第二階段）。

2.2.2. Surveillance audit (annual audit): The first supervisory audit after the initial certification shall be conducted within 12 months from the date of certification decision. Thereafter, the surveillance audit shall be conducted at least once every calendar year (except for the year when three-year re-assessment is required), and the time interval between the second surveillance shall not exceed 12 months (seasonal production should be surveillance audited during the production season). If Party A If there are major changes to the management system, or changes that affect its certification basis, Party B should be notified to increase the frequency of surveillance audits. 監督稽核（年度稽核或年審）：初次驗證後的第一次監督稽核應在驗證決定日期起 12 個月內進行。此後，監督稽核應至少每個日曆年（應進行三年重審的年份除外）進行一次，且二次監督的時間間隔不得超過 12 個月（季節性生產宜在生產季節監督稽核），如果甲方的管理系統發生重大變更，或發生了影響到其驗證基礎的變更，宜通知乙方增加監督稽核頻率。

2.2.3. Re-Assessment (three-year re-audit): The Re-Assessment shall be conducted before the three-year validity period of the certification expires (Party A shall submit an application in accordance with the requirements of these Terms of Service at about 3 months before the expiration of the certification), and the previous For non-conformities discovered during the audit, Party A shall complete corrective and preventive actions within the validity period of the certificate, and only after Party B has verified that the NCs are effective, Party A may application for a Re-certification;

重新審核(三年重審)：三年重審應在驗證證書三年有效期期滿前進行（甲方應至少在驗證證書到期前 3 個月，按照本服務條款要求提出申請），且先前稽核中發現的不符合項甲方應在證書有效期內完成矯正和預防措施，且經乙方驗證有效方始得提出驗證決定申請；

a) When the 3-years Re-Assessment exceeds the validity period of the current certification, the initial certification audit must be assessment according to the requirements of the initial certification;

- b) If Party A fails to conduct Re-Assessment to Party B as scheduled, Party B will temporarily terminate Party A's use of the certification marks and logos;
- c) When Party A has major changes in its management system or its operating location (such as changes in laws) after certified, Re-Assessment activity may require a stage 1 audit.

- a) 當三年重審稽核超出當前驗證的有效期，則須按初次驗證要求重新實施初次驗證稽核；
- b) 如甲方未按期接受乙方的三年重審，乙方將暫時終止甲方使用驗證證書及標誌；
- c) 當甲方在獲證後管理系統或其運作環境（如法律的變更）有重大變更時，三年重審活動可能需要有第一階段稽核。

2.3. Special audit: When Party A applies to expand or reduce the scope of certification after certified, or when Party B is investigating complaints, tracking changes to Party A's system or temporary suspension of certification, special audits may be required. When appropriate, special audits can be conducted simultaneously with routine supervisory audits.

特殊稽核：當甲方獲證後申請擴大或減少驗證範圍或乙方在調查投訴、對甲方系統的變更或驗證暫時終止進行跟蹤時，可能需要進行特殊稽核。適宜時特殊稽核可以與例行監督稽核同時進行。

2.4. Short-time notice audit: when Party B is required by the regulatory agency to investigate customer complaints or public risk issues (such as major consumer complaints, news events...), a short-notice audit of Party A may be required. This audit is initiated by Party B and paid by Party A if necessary. 短期通知稽核：當甲方獲證後，乙方被監管單位調查客戶投訴或公共風險議題時(如重大消費投訴、新聞事件...)，可能需要進行對甲方的短期通知稽核。此稽核由乙方發起，必要時由甲方付費。

3. 驗證服務費用及付費方式依驗證報價單

- 3.1. 乙方依據甲方提供資訊提供管理系統驗證服務，相關費用與稽核時間及付款方式於本合約之附件-驗證報價單。
- 3.2. 稽核現場發現甲方管理系統驗證申請資訊顯著變化，將影響合約與稽核時間的重新議定。
- 3.3. 驗證稽核時間將可能依據現場作業時間以及資料蒐集的配合狀況變更。
- 3.4. 現場驗證稽核日期以雙方最終協商一致的時間為準。實施現場稽核的具體時間，乙方提供《稽核計畫》作為對服務條款履行的確認。任何一方因故不能實施稽核，責任方應提前通知對方。
- 3.5. 其它要求：發現與本服務條款或驗證協議不同之處，須另簽訂補充協議。

4. Rights and obligations of both parties 雙方的權利和義務

(A) Party A' s rights and obligations 甲方的權利義務：

A.1 Party A' s rights 甲方的權利：

- 4.1. The right to put forward requirements for the scope of management system certification (including products/services/activities/places) on the premise of complying with relevant laws, regulations and relevant requirements. 有權在符合有關法律法規及相關要求的前提下，提出管理系統驗證範圍的要求（包括產品/服務/活動/場所）。
- 4.2. Have the right to appeal or complain against Party B' s irregularities and certification audit conclusions in the certification service process or activities. 有權對乙方在驗證服務過程或活動中的違規行為和驗證稽核結論提出申訴或投訴。

A.2 Party A' s obligations: 甲方的義務：

- 4.3. Comply with relevant laws, regulations and certification provisions (see the public documents provided by Party B), and pay and bear all expenses on time. 遵守法律法規及驗證的有關規定（見乙方提供的公開文件），按時交納和承擔各項費用。
- 4.4. When submitting an application for management system certification, Party A shall also provide relevant documents and information for the certification application (such as legal status certification documents, etc.) in accordance with the requirements of the management system certification application form, and Party A must ensure that the documents and information provided are true and legal. 甲方在提出管理系統驗證申請時應同時按管理系統驗證申請書要求提供驗證申請的有關文件和資料（如：法律地位證明文件等），且甲方必須保證所提供的文件和資料是真實合法的。
- 4.5. 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, surveillance audit, and three-year Re-assessment, opening the places where auditors need to enter (confidential areas should be explained to Party B in advance), and providing Sufficient evidence to prove the effectiveness of system operation. The initial audit should provide effective evidence of system operation for no less than three months, including the conduct of effective internal audits and management reviews . If it is found at the audit site that the management system has not been running for more than 3 months or relevant documents cannot prove that it has been running for more than 3 months , Party B will terminate the audit. 為乙方進入現場稽核做出全面合理安排，包括向乙方提供為進行初次稽核、監督稽核、三年重審所需要的資訊，開放稽核人員所需進入的場所（保密區域應提前向乙方說明），提供充分的證據證明系統運行的有效性。初次稽核應提供不少於3個月系統運行的有效證據，包括開展了有效的內部稽核和管理審查。如在稽核現場

發現管理系統運行尚未超過 3 個月或者無法證明已超過 3 個月的相關文件，乙方將終止稽核。

4.6. Ensure the authenticity and accuracy of information related to the management system (including the qualifications required by corresponding laws and regulations, the number of people in the company, and the number of people covered by the system). The auditor will be troubled by concealing information such as the organizational structure, number of people, and number of multiple sites covered by the management system. Party A shall bear full responsibility for the losses caused by insufficient days, insufficient sampling in multiple locations, invalid audit results or invalid certifications, and shall bear the economic and reputational losses caused to Party B. 保證管理系統有關資訊的真實性、準確性（包括所提供相應法規要求的資格、企業人數和系統覆蓋人數），因隱瞞管理系統覆蓋的組織機構、人數、多場區數量等資訊而導致稽核人日不足、多場所抽樣量不足、稽核結果無效或驗證證書失效，由此造成的損失由甲方承擔全責，並承擔對乙方造成的經濟與名譽損失。

4.7. Within one year from the date of application for management system certification, Party A promises that none of the following situations will occur:
申請管理系統驗證之日起前一年內，甲方承諾未出現以下任何一種情況：

a) Other certification bodies have made recommendations not to recommend certification registration (initial review) and three-year re-examination. Or the supervisory audit concludes that the certification cannot continue to be used;
其他驗證機構做出過不推薦驗證註冊（初審）、三年重審不推薦。或監督稽核時做出不得繼續使用驗證證書的結論；

b) Other certification bodies have made decisions to temporarily terminate the certification or revoke the certification.

If the certification becomes invalid due to Party A's failure to truthfully declare the above information, Party A will be responsible for any losses incurred.

其他驗證機構做出過暫時終止驗證證書或撤銷驗證證書的決定。

如果發生因甲方未如實申報上述資訊導致驗證證書出現無效而造成甲方的損失，則由甲方自行承擔。

4.8. After certified, Party A shall continue to implement the management system effectively; it shall abide by the laws, regulations and rules related to regulatory and certification, cooperate and assist in inspections carried out by relevant government departments and accreditation bodies, and inquire and investigate relevant matters Provide relevant materials and information truthfully. 甲方在獲得證書後，應持續有效運行管理系統；應遵守驗證認證相關法律、法規和規章，對相關部門政府部門主管機構及認證機構實施的檢查予以配合和協助，對有關事項的詢問和調查

如實提供相關材料和資訊。

- 4.9. After certified, Party A shall correctly use the certification and certification mark and relevant information according to the requirements of Party B's public documents and correctly quote the certification status. Party A shall not use the management system certification and related words and symbols without authorization to mislead the public into thinking that its products or services have passed certification. Only promote the scope of certified. During the period of temporary termination of validity of the management system certification, Party A shall not use the certification, certification mark or quote certification information in any way. If the management system certification is revoked, Party A shall immediately stop using any advertising materials referencing the certification and return the certificate to Party B. If the certification scope is decreased, Party A should modify the relevant documented information.

甲方在獲得證書後，按乙方公開文件的要求正確使用驗證證書、驗證標誌和有關資訊並正確引用驗證狀態，不得擅自利用管理系統驗證證書和相關文字、符號誤導公眾認為其產品或服務通過驗證；只就獲准驗證的範圍作宣傳。管理系統驗證之證書有效性暫時終止期間甲方不得以任何方式使用驗證證書、驗證標誌或引用驗證資訊。管理系統驗證證書如被撤銷，甲方應立即停止使用任何引用認證資格的廣告材料，並將證書歸還乙方。如驗證範圍被縮小，甲方應修改相關的文件化的資訊。

- 4.10. When the following circumstances occur after certified, Party A shall promptly report to the Party B, accept the on-site special audit in short-time notice or certification decided by Party B in accordance with relevant regulations, and pay the expenses incurred by Party B for the audit (including food, accommodation, transportation, etc. for the auditors fee).

甲方獲得驗證後發生以下情況時，應及時向驗證機構通報，並接受乙方按照有關規定決定的特殊稽核或現場驗證，並支付乙方稽核所發生的費用（包括稽核人員的食、宿、交通等費用）；

- a) There are significant complaints from customers and interested parties. 客戶及相關方有重大投訴。
- b) The products produced and sold or the services provided are deemed unqualified by the quality or relevant competent authorities or regulators. 生產、銷售的產品或提供的服務被品質或相關主管機關認定不合格。
- c) Product or service quality, safety, environmental pollution or production safety accidents occur. 發產品或服務的品質安全、環境污染或者生產安全事故。
- d) Changes in relevant circumstances, including: changes in legal status, production and operation status, organizational status or ownership; changes in administrative licensing qualifications, compulsory certification or other certificate

qualifications ; changes in legal representatives and top managers; changes in production, operation or services Changes in the workplace; changes in the scope of activities covered by the management system, number of people, number of multiple sites ; major changes in the management system and important processes, etc.; 相關情況發生變更，包括：法律地位、生產經營狀況、組織狀態或所有權的變更；取得的行政許可資格的變更、強制性認證或其他證書資格變更；法人代表、最高管理者變更；生產經營或服務的工作場所的變更；管理系統覆蓋的活動範圍的變更、人數、多場區數量；管理系統和重要過程的重大變更等；

e) Other important situations that occur and affect the operation of the management system. 出現與影響管理系統運行的其他重要情況。

4.11. Party A shall not refuse the witness audit by the Party B without justifiable reasons, and please provide necessary cooperation during the witness audit process. 甲方無正當理由不得拒絕驗證機構之見證稽核，並請在見證稽核過程中給予必要的配合

a) The accreditation body conducts an external witness audit of Party B. 認證機構對乙方驗證機構之外部見證稽核。

b) Internal witness (assessment) audit tasks of the Party B 驗證機構的內部見證(評估)稽核任務

Witness audit is the necessary management for the certification body to maintain the certification qualification. It is not an audit of the management system operation of the audited organization and does not affect the certification decision of the audit results.

見證稽核為驗證機構維持驗證資格之必要管理，不是對受稽核組織的管理系統運行進行稽核，不影響稽核結果的驗證決定。

4.12. If any incident occurs, Party A shall notify Party B as soon as possible, and Party A shall notify relevant units in accordance with the law/regulations. If Party B informed of relevant events from any channel, Party A must investigation, emergency handling plan, impact, and follow-up treatment and other evidence to be kept in accordance with the law/regulations. and available for inquiry by Party B and relevant intreated parties at any time. Party B may conduct special audits or visits as appropriate. If Party A Refusal to provide information or refuse special audits may result in the revocation of certification registration qualifications.

(Major incidents need to be reported to the accreditation body (AB) and Party B within three months) 甲方如發生任何事件或事故，盡速通知乙方並依法通知相關單位。甲方須將查證、立即處理方案、危害等級，及後續處理等證據依法保存隨時供乙方及相關單位查詢，乙方得視情況進行特殊稽核或訪視，甲方如拒絕提供資訊或拒絕特殊稽核，有可能會導致撤銷驗證註冊資格。重大事件需在三個月內向乙方提報處置結果。

(B) Party B' s rights and obligations 乙方的權利義務：

B1. Party B' s rights 乙方的權利：

- 4.13. If documents and information for management systems certification application are insufficient, Party B has the right to refuse to arrange an audit. 如果甲方沒有按管理系統驗證申請書中要求提供“驗證申請的有關文件和資料”，則乙方有權拒絕安排稽核。
- 4.14. It has the right to determine the scope of Party A' s certification registration in accordance with relevant laws, regulations and relevant certification requirements; decide whether to grant Party A certification registration and issue a certificate. 有權依據相關法律法規和有關驗證規定，確定甲方驗證註冊範圍；決定是否給予甲方驗證註冊和頒發證書。
- 4.15. temporarily terminate or revoke Party A's registration certification and withdraw its based on Party A's violations. 有權依據甲方的違規行為，做出暫時終止或撤銷甲方驗證註冊資格，收回證書的決定。
- 4.16. Party B has the right to arrange non-regular special audits in a timely manner when there are abnormalities in Party A' s management system; the time and cost will be agreed upon by both parties. 乙方有權在甲方管理系統出現異常情況時，適時地安排非例行的特殊稽核；其時間可能為短期通知或不予通知，費用由甲方支付或雙方另行商定。

B2 Party B' s obligations 乙方的義務：

- 4.17. Strictly abide by national laws, regulations and accreditation body regulations. 嚴格遵守國家的法律、法規和認證機構的規定。
- 4.18. Provide certification services to Party A objectively and fairly in accordance with the certification procedures, standards based on certification agreement. 按照驗證規範、指引及程序及協議客觀公正地為甲方提供驗證服務。
- 4.19. Party A is obliged to report major events to the relevant organization. For example: regulatory authority or Accreditation body (AB). 對甲方重大事件有義務對相關機構進行通報。如：監管機關或認證機構(AB)。
- 4.20. Strict confidentiality is promised and Party A's non-public information in operations, production, technology, management, etc. shall not be leaked to third parties in any way. Except for the following circumstances:
- a) Information that Party A has disclosed;
 - b) Obtain Party A' s written consent;
 - c) When required by law.
- 嚴格保密承諾，不得將甲方在經營、生產、技術、管理等方面的非公開信息以任何方式洩密給協力廠商。但下列情況除外：
- a) 甲方已公開的資訊；

- b) 得到甲方的書面同意；
- c) 應法律要求時。

4.21. Responsible for publishing information on Party A' s certification registration in relevant media. 負責在有關媒體上發佈甲方已獲驗證註冊的資訊。

5. 服務條款的生效

5.1. This agreement is effective when the Quotation is signed by Party A and Party B. 本協議自甲、乙雙方在報價單上簽字後生效。

5.2. During the execution of the certification service, all formal information between the two parties shall be expressed in writing (faxes and other APPs are allowed to be used and relevant information is retained). 本驗證服務執行期間，雙方所有的正式資訊均應以書面形式表達（允許使用傳真件及其他 APP 並存留相關資料）。

5.3. This agreement is valid from the date of signing to three years after being certified. Any party that terminates this agreement in advance must notify the other party in writing 30 days in advance. After both parties reach consensus, a written agreement will be signed for termination. 本協議自簽署日起至獲證後三年內有效。提前終止本協議的任何一方必須提前 30 天書面通知另一方。雙方協商一致後，簽訂書面終止協議。

6. Liability for breach of contract 違約責任

Party A and Party B shall implement this agreement in good faith. If one party is unable to perform this agreement after signing, both two parties shall negotiate to resolve the matter. The responsible party shall bear the economic losses caused by unilateral termination of the agreement. Except for the occurrence of force majeure (force majeure should be legally recognized)

甲乙雙方秉持誠信原則執行本服務條款，如簽訂服務條款後一方不能履行服務條款時，雙方應協商解決。由於單方面終止服務條款所產生的經濟損失由責任方承擔。發生不可抗力的情況除外（不可抗力應是法律上認證的）。

7. Changes to Terms 服務條款變更

When either party proposes to change the agreement regarding matters not covered in this agreement or during the validity period of the agreement, both parties shall sign a supplementary agreement after reaching consensus to explain the changes and relevant provisions of this agreement. After the new terms in the supplemental agreement take effect, the conflicting terms in this agreement will become invalid.

本服務條款未盡事宜或在服務條款有效期內，任一方提出變更服務條款時，經雙方協商一致後，簽署補充協議說明變更內容及本服務條款中相關條款。補充協議中新條款生效後，本服務條款中與其相抵觸的條款失效。

8. Other matters 其它事宜

- 8.1. Party A must submit relevant information according to the requirements of the " Certification Application " for Party B's contract review. 甲方須按《驗證申請書》《問卷》的要求提交有關資料，供乙方合約審查。
- 8.2. audit plan can be started only after the Quotation formally signed. 服務條款正式簽訂後方可啟動稽核方案。
- 8.3. If the content of this Agreement is inconsistent with the current laws, regulations and rules, the current laws, regulations and rules shall take precedence and this Agreement shall be modified in a timely manner. Both Party A and Party B shall abide by and implement them. 本服務條款如與現行的法律法規、規則有相悖處，應以現行的法律法規、規則為準並及時修改，甲乙雙方均應遵照執行。
- 8.4. Application/complaint hotline: 04-23580901 The application/complaint process can be found at : <https://www.bestiso.org/>
申/投訴電話：04-23580901 申/投訴流程可訪問：<https://www.bestiso.org/>

Name of the party (Party B) : Best ISO Certification Co., Ltd.

乙方名稱: 國際品質驗證股份有限公司

Address: 8F-5, No. 925, Sec. 4, Taiwan Avenue, Xitun Dist., Taichung City Taiwan, ROC

地址：台中市西屯區台灣大道四段 925 號 8 樓之 5

Telephone: 電話: (886)04-23580901 Fax 傳真: (886) 04-23580905

Contact person: manager of Certification Department

聯系人：驗證部副理

Email: bestiso@bestiso.org

Email: bestiso.om@gmail.com

URL: 網址 <https://www.bestiso.org/>