1. General and Scope
1. 概述和范围

1.1 These General Terms & Conditions for PPE Certification ("GT&C") govern all PPE certification services provided by CCQS Certification Services Limited ("CCQS") to any applicant ("Applicant") under the PPE Regulation (EU) 2016/425, including but not limited to:

1.1 本 PPE 认证通用条款和条件（"GT&C"）适用于 CCQS 认证服务有限公司（"CCQS"）根据 PPE 法规（EU）2016/425 向任何申请人（"申请人"）提供的所有认证服务，包括但不限于：

- **Module B** - EU Type-Examination
  模式 B - 欧盟型式检验
- **Module C2** - Conformity to Type based on Internal Production Control plus Supervised Product Checks at Random Intervals, and
  模式 C2 - 基于内部生产控制和随机间隔的监督产品检查的符合型式，以及
- **Module D** - Conformity to Type based on Quality Assurance of the Production Process
  模式 D - 基于生产过程质量保证的符合型式

1.2 The GT&C apply together with the specific written offer, order form, contract or similar document signed by both parties that sets out project-specific details (the "Individual Contract"). The GT&C and the Individual Contract together form the Agreement between CCQS and the Applicant.

1.2 GT&C 与双方签署的具体书面报价、订单、合同或类似文件（统称为"具体合同"）一同适用，这些文件详细列出了项目的具体细节。GT&C 与具体合同共同构成了 CCQS 与申请人之间的协议。

1.3 In case of conflict between the GT&C and the Individual Contract, the provisions of the Individual Contract shall prevail *only* with respect to commercial terms expressly deviating from the GT&C. For all other matters, the GT&C prevail.

1.3 若 GT&C 与具体合同之间存在冲突，则仅在具体合同中的商业条款明确偏离 GT&C 时，以具体合同的规定为准。对于所有其他事项，应以 GT&C 为准。

2. Parties and Representation
2. 当事人和代表

2.1 CCQS Certification Services Limited, Block 1 Blanchardstown Corporate Park, Ballycoolin Road, Blanchardstown, Dublin 15, D15 AKK1, Ireland, is an EU Notified Body, number 2834, appointed by the Government of Ireland.

2.1 CCQS 认证服务有限公司，位于 Block 1 Blanchardstown Corporate Park, Ballycoolin Road, Blanchardstown, Dublin 15, D15 AKK1, Ireland，是一家欧盟公告机构，编号 2834，由爱尔兰政府授权。

2.2 Within the territory of the People's Republic of China, CCQS is represented by China Certification Center Inc. ("CCCI"), Floor 5, Taiji Building, No. 211 Beisihuanzhonglu, Haidian District, Beijing, PRC, under a service agreement governed by the laws of Ireland. CCCI is authorised by CCQS to:

2.2 在中华人民共和国境内，根据受爱尔兰法律管辖的服务协议，华夏认证中心认证有限公司（"CCCI"）作为 CCQS 的代表，其地址位于中国北京市海淀区北四环中路 211 号太极大厦 5 楼。CCCI 经 CCQS 授权：

- Act as CCQS's representative for the purposes of signing Individual Contracts where indicated;
  在指定的情况下，作为 CCQS 的代表签署具体合同；
- Collect the fees listed in the Individual Contract on CCQS's behalf, and issue invoices; and
  代表 CCQS 收取具体合同中列出的费用，并开具发票；和
- Receive communications under the Agreement where appropriate.
  在适当的情况下接收本协议下的沟通。

2.3 Unless otherwise agreed in writing, all payments under an Individual Contract shall be made to the bank account indicated in that Individual Contract.

2.3 除非另有书面约定，否则具体合同项下的所有付款均应汇入该合同中指定的银行账户。

2.4 Certification decisions are made only by CCQS personnel or persons formally authorised by CCQS and under CCQS's control.

2.4 认证决定只能由 CCQS 人员或 CCQS 正式授权并在 CCQS 控制下的人员做出。

3. Exclusion of Applicant's Terms
3. 申请人条款的排除

3.1 Any general terms and conditions of business of the Applicant, including purchasing or procurement terms, are hereby expressly excluded and shall not apply to the Agreement.

3.1 申请人的任何一般商业条款和条件，包括采购或采购条款，在此明确排除在外，不适用于本协议。

3.2 The Applicant's terms and conditions will not become part of the Agreement even if CCQS does not expressly object to them in individual cases.

3.2 即使 CCQS 在个别情况下没有明确反对，申请人的条款和条件也不会成为本协议的一部分。

4. Certification Services - General Provisions
4. 认证服务 - 通用规定

4.1 The Individual Contract specifies the PPE product(s), model(s), brand name(s), manufacturing location(s), and the type(s) of services requested (initial certification, OBM/re-branding, extension, re-issue, renewal, or transfer from another Notified Body), as well as the applicable EU legislation and standards.

4.1 具体合同规定了个人防护装备产品、型号、品牌名称、制造地点和所需服务的类型（初始认证、OBM/重新品牌、延期、重新发布、更新或从另一个公告机构转让），以及适用的欧盟法规和标准。

4.2 CCQS has the right to determine:
4.2 CCQS 有权决定：

- The range and quantity of samples;
  样品的范围和数量
- The test plan; and
  测试计划
- The laboratory(ies) that shall carry out the required testing for EU Type-Examination (Module B) and any subsequent testing.
  进行欧盟型式检验（模式 B）和任何后续测试所需测试的实验室。

4.3 The Applicant shall supply the agreed samples and a complete Technical File in English. CCQS will verify that the samples correspond to the description in the Technical File and then submit the samples to the nominated test laboratory.
4.3 申请人应提供约定的样品和完整的英文技术文件。CCQS 将验证样品是否符合技术文件中的描述，然后将样品提交给指定的测试实验室。

4.4 CCQS will assess the product, test reports and Technical File for conformity with the requirements of PPE Regulation (EU) 2016/425, applicable standards, and/or other relevant technical specifications. If non-conformities are identified, the Applicant will be informed and requested to correct them.
4.4 CCQS 将评估产品、测试报告和技术文件是否符合 PPE 法规（EU）2016/425、适用标准和/或其他相关技术规范的要求。如果发现不符合项，将通知申请人并要求其纠正。

4.5 Test reports produced before the Agreement was concluded may be accepted by CCQS if:
4.5 在以下情况下，CCQS 可以接受在本协议签订之前产生的测试报告：

- They meet the criteria in the CCQS QMS procedure on external testing, and
  它们符合 CCQS QMS 程序中关于外部测试的标准，以及
- It is clearly possible to correlate the product in the test report with the samples presented for certification.
  CCQS has sole discretion to decide whether test reports are acceptable. If test reports are not acceptable, new testing will be required.
  很明显，可以将测试报告中的产品与提交认证的样品相关联。CCQS 有权自行决定测试报告是否可接受。如果测试报告不可接受，则需要进行新的测试。

4.6 Where the Applicant changes the product design, structural materials, production mode, production supervision mode, production location, product use information, or product brand name(s), the Applicant must promptly and truthfully inform CCQS. CCQS has the absolute right to decide which additional information, documents or supplementary tests are necessary to verify that the product remains in conformity with the relevant requirements.
4.6 申请人变更产品设计、结构材料、生产方式、生产监督方式、生产地点、产品使用信息或产品品牌名称的，必须及时、如实告知 CCQS。CCQS 有绝对权利决定哪些附加信息、文件或补充测试是必要的，以验证产品是否符合相关要求。

4.7 Any changes must be presented in an updated Technical File. Where supplementary testing is required, the Applicant shall provide the necessary samples to the agreed laboratory at its own expense.
4.7 任何更改都必须在更新的技术文件中提出。如果需要补充测试，申请人应自费向约定的实验室提供必要的样品。

4.8 If CCQS decides that the product remains in conformity with the applicable requirements, CCQS may extend or reissue an existing certificate, or issue a new certificate, as appropriate. The Technical File must be updated to include new test reports and modified specifications or documents.
4.8 如果 CCQS 决定产品仍符合适用要求，CCQS 可酌情延长或重新颁发现有证书，或颁发新证书。技术文件必须更新，以包括新的测试报告和修改后的规范或文件。

4.9 Changed products must not be placed on the market until CCQS has extended or reissued the relevant certificate.
4.9 在 CCQS 延长或重新颁发相关证书之前，不得将更改后的产品投放市场。

4.10 If CCQS determines that the product cannot be brought into conformity, CCQS will issue a refusal notification. CCQS may have a legal duty to inform the relevant Notifying Authority and other PPE Notified Bodies of such refusal in accordance with PPE Regulation (EU) 2016/425.
4.10 如果 CCQS 确定产品不能符合要求，CCQS 将发出拒绝通知。CCQS 可能有法律义务根据 PPE 法规（EU）2016/425 将此类拒绝通知相关通知机构和其他 PPE 公告机构。

4.11 If serious problems with product conformity are found in production, the Applicant shall cease placing that product on the EU market and may be required to recall products already placed on the market. In such cases, CCQS may suspend or withdraw the relevant certificate(s) as set out in Articles 8, 9 and 10 below and shall notify the relevant authorities and other Notified Bodies as appropriate.
4.11 如果在生产中发现产品符合性存在严重问题，申请人应停止将该产品投放欧盟市场，并可能被要求召回已投放市场的产品。在这种情况下，CCQS 可以暂停或撤销下文第 8、9 和 10 条规定的相关证书，并应酌情通知有关当局和其他公告机构。

4.12 The Applicant shall maintain complete files and records for all products and/or systems certified by CCQS for at least ten (10) years after the last production of the product concerned (or the last unit of a series-manufactured product).
4.12 申请人应在相关产品（或系列制造产品的最后一个单元）最后一次生产后至少十（10）年内，保留 CCQS 认证的所有产品和/或系统的完整文件和记录。

4.13 The Applicant acknowledges that standards, regulations and directives are revised from time to time. There is no guarantee that a certificate remains valid beyond its date of issue if the requirements for conformity have changed. CCQS will inform the Applicant of changes that affect compliance of the product; in all other cases CCQS will endeavour to inform Applicants of important changes in requirements.
4.13 申请人应意识到标准、法规和指令会不时修订。如果符合性要求发生了变化，则无法保证证书在签发日期后仍然有效。CCQS 将通知申请人影响产品合规性的变更；在所有其他情况下，CCQS 将努力通知申请人要求的重要变化。

5. Rights and Obligations of the Applicant (General)
5. 申请人的权利和义务（通用）

5.1 The Applicant shall submit all information and documentation required for certification in accordance with the relevant standards and CCQS instructions, allowing sufficient time for planning and performing the assessments.
5.1 申请人应按照相关标准和 CCQS 说明提交认证所需的所有信息和文件，以便有足够的时间规划和执行评估。

5.2 The Applicant shall appoint one or more contact persons or audit representatives, as appropriate, to support CCQS in performing the agreed services and to act as the Applicant's primary contact.
5.2 申请人应指定一名或多名联系人或审核代表（视情况而定），以支持 CCQS 履行约定的服务，并担任申请人的主要联系人。

5.3 The Applicant shall:
5.3 申请方应：

- Record and retain all customer complaints regarding certified products or processes in relation to the certification requirements;
  记录并保留与认证要求相关的所有客户对认证产品或流程的投诉；
- Take appropriate measures to address such complaints; and
  采取适当措施处理此类投诉；和
- Document the actions taken and make these records available to CCQS upon request.
  记录所采取的行动，并在 CCQS 要求时向其提供这些记录。

5.4 The Applicant undertakes:
5.4 申请人承诺：

- To fulfil all certification requirements at all times, including implementing required changes;
  始终满足所有认证要求，包括实施所需的变更；
- Shall maintain product conformity in accordance with the technical files and the PPE Regulation (EU) 2016/425; and
  应按照技术文件和 PPE 法规（EU）2016/425 保持产品符合性；和
- To operate any underlying management system continuously and effectively throughout the validity of the certification.
  在认证有效期内持续有效地运行任何基础管理体系。

5.5 The Applicant undertakes to comply with relevant certification and accreditation regulations, to cooperate with supervision and inspections by certification supervision authorities, and to provide truthful and relevant information in response to inquiries or during investigations.
5.5 申请人承诺遵守相关认证认可规定，配合认证监督机构的监督检查，并在回答询问或调查时提供真实相关的信息。

5.6 The Applicant shall provide all requested files and documents in English within the agreed time. If the Applicant delays or fails to provide accurate or complete information, the Applicant shall, in addition to the original agreed fees, bear the costs of any additional work incurred.
5.6 申请人应在约定时间内提供所有要求的英文文件。如果申请人延迟或未能提供准确或完整的信息，除原约定的费用外，申请人还应承担由此产生的任何额外工作费用。

5.7 For Category III PPE, the Applicant must not place the product bearing the CE marking on the EU market until:
5.7 对于三类个人防护装备，申请人不得将带有 CE 标志的产品投放欧盟市场，直至：

- A Module B EU Type-Examination certificate has been issued; and
  已颁发模式 B 欧盟型式检验证书；和
- An initial assessment has been carried out to Module C2 or Module D (whether by CCQS or another Notified Body).
  已对模式 C2 或模式 D 进行了初步评估（无论是 CCQS 还是其他公告机构）。

If CCQS is not responsible for monitoring production control (Module C2 or D), the Applicant shall formally notify CCQS of any contract with another Notified Body for such monitoring.
如果 CCQS 不负责监控生产控制（模式 C2 或 D），申请人应正式通知 CCQS 与另一个公告机构就此类监控签订的任何合同。

5.8 If the Applicant is unable to bring the product and its documentation into conformity with the relevant Directives and Regulations, the Applicant is not permitted, under EU law, to present that same product to another EU Notified Body for conformity assessment without prior written approval of CCQS.
5.8 如果申请人无法使产品及其文件符合相关指令和法规，则根据欧盟法律，未经 CCQS 事先书面批准，申请人不得将同一产品提交给另一个欧盟公告机构进行合格评定。

5.9 The Applicant shall make all necessary arrangements so that CCQS can provide both the initial assessment and the ongoing assessment of production. These arrangements include, but are not limited to, providing:
5.9 申请人应作出一切必要安排，以便 CCQS 能够提供初步评估和持续的生产评估。这些安排包括但不限于提供：

- Documentation and records,
  文档和记录
- Access to relevant products, locations and personnel, and
  访问相关产品、地点和人员，以及
- Access to relevant sub-contractors as CCQS deems necessary.
  CCQS 认为必要时，可访问相关分包商。

5.10 The Applicant shall permit, upon reasonable request, the participation of observers (e.g. from accreditation bodies or authorities) in certification activities.
5.10 申请人应在合理要求下允许观察员（例如来自认证机构或当局的观察员）参与认证活动。

5.11 The Applicant shall:
5.11 申请人应：

- Make necessary arrangements for investigating complaints relating to product compliance,
  为调查与产品合规性有关的投诉做出必要安排
- Take such actions as are necessary to rectify any problems found so that only compliant products are placed on the market, and
  采取必要措施纠正发现的任何问题，以便只有符合要求的产品才能投放市场，以及
- Document all such actions.
  记录所有此类行动。

If these actions lead to the withdrawal of a product from the market, whether required by Market Surveillance authorities or by the Applicant's own organisation, the Applicant shall notify CCQS without delay and provide further information on request (e.g. corrective actions).
如果这些行动导致产品从市场上撤回，无论是市场监督机构还是申请人自己的组织要求，申请人应毫不拖延地通知 CCQS，并应要求提供进一步的信息（例如纠正措施）。

6. Rights and Obligations of CCQS (General)
6. CCQS 的权利和义务（通用）

6.1 CCQS will clearly define for the Applicant, within a reasonable time after commencement of the Agreement and as work progresses, what is required to proceed with the assessment for certification.
6.1 CCQS 将在本协议生效后的合理时间内，随着工作的进展，为申请人明确规定进行认证评估所需的条件。

6.2 CCQS will assess the product, production control and documentation for conformity with PPE Regulation (EU) 2016/425 and applicable harmonised standards and will inform the Applicant of any non-compliances identified.
6.2 CCQS 将评估产品、生产控制和文件是否符合 PPE 法规（EU）2016/425 和适用的协调标准，并将发现的任何不合规之处通知申请人。

6.3 CCQS will clearly state what documentation, samples and testing are required for assessment.
6.3 CCQS 将明确说明评估所需的文件、样品和测试。

6.4 CCQS has the absolute right to determine whether test reports produced by the Applicant or by external test facilities are acceptable for certification purposes.
6.4 CCQS 有绝对权利确定申请人或外部测试机构出具的测试报告是否可用于认证目的。

6.5 Issuing an EU Type-Examination certificate or a positive production control supervision report is conditional on the product and associated documentation being found to meet the relevant requirements. CCQS has the absolute right to refuse to issue or to withdraw certificates or positive reports for products that do not conform.
6.5 签发欧盟型式检验证书或肯定性生产控制监督报告的条件是产品和相关文件符合相关要求。CCQS 有绝对权利拒绝为不符合要求的产品颁发或撤回证书或肯定性报告。

6.6 CCQS shall provide the Applicant with a copy of the finally approved Technical File or relevant certification documentation.
6.6 CCQS 应向申请人提供最终批准的技术文件或相关认证文件的副本。

6.7 CCQS employees and personnel formally authorised under CCQS's control shall be independent and impartial, and technically competent for the work undertaken, in accordance with ISO 17065:2012 and CCQS's accreditation as a Notified Body.
6.7 根据 ISO 17065:2012 和 CCQS 作为公告机构的要求，CCQS 员工和在 CCQS 控制下正式授权的人员应独立、公正，并在技术上能够胜任所承担的工作。

7. Module B - EU Type-Examination
7. 模式 B - 欧盟型式检验

7.1 Module B services involve EU Type-Examination in accordance with PPE Regulation (EU) 2016/425 and applicable harmonised standards.
7.1 模式 B 服务涉及根据 PPE 法规（EU）2016/425 和适用的协调标准进行的欧盟型式检验。

7.2 The Applicant declares in the Individual Contract that no application for Module B EU Type-Examination of the same product has been presented to any other Notified Body, unless explicitly disclosed and permitted by CCQS.
7.2 申请人在具体合同中声明，除非 CCQS 明确披露和允许，否则没有向任何其他公告机构提交过同一产品的模式 B 欧盟型式检验申请。

7.3 In the event of serious non-conformity of products already produced, CCQS may suspend or withdraw the relevant Module B certificate(s) and notify the relevant authorities and other Notified Bodies in accordance with the PPE Regulation.
7.3 如果已经生产的产品严重不合格，CCQS 可以暂停或撤销相关的模式 B 证书，并根据 PPE 法规通知有关当局和其他公告机构。

8. Module C2 - Supervision of Production Control
8. 模式 C2 - 生产控制监督

8.1 Where Module C2 services are included in the Individual Contract, CCQS shall conduct supervision of production control as required by PPE Regulation (EU) 2016/425.
8.1 如果模式 C2 服务包含在具体合同中，CCQS 应按照 PPE 法规（EU）2016/425 的要求对生产控制进行监督。

8.2 While Module C2 is an annual sample selection assessment, the Module C2 certification cycle under the Agreement is typically three (3) years from the completion of the initial Module C2 assessment. This is to ensure that all aspects of the standard(s) and product range have been included. Maintenance of Module C2 certification depends on satisfactory completion of the agreed annual sampling and testing.
8.2 虽然模式 C2 是一项年度样本选择评估，但根据协议，模式 C2 认证周期通常为完成初始模式 C2 评估后的三（3）年。这是为了确保标准和产品范围的各个方面都包括在内。模式 C2 认证的维护取决于商定的年度采样和测试的圆满完成。

8.3 Following completion of Module B Type-Examination, if Module C2 has been chosen this must be completed before the product can be placed on the EU market. The Applicant may not continue to place the product on the EU market unless it has a current Factory Production Control (FPC) monitoring contract with a Notified Body.
8.3 完成模式 B 型式检验后，如果选择了模式 C2，则必须在产品投放欧盟市场之前完成。除非申请人与公告机构签订了当前的工厂生产控制（FPC）监控合同，否则申请人不得继续将产品投放欧盟市场。

8.4 CCQS and the Applicant will agree when sampling and monitoring of production control will begin. Sampling is, by nature, random and therefore a fixed date cannot be stated at the start of the Agreement, but CCQS shall provide sufficient time for preparation.
8.4 CCQS 和申请人将同意何时开始生产控制的取样和监测。取样本质上是随机的，因此不能在协议开始时规定固定日期，但 CCQS 应提供足够的准备时间。

8.5 Module C2 monitoring of production control shall be carried out:
8.5 应执行生产控制的模式 C2 监控：

- Prior to placing the product on the EU market and only after the Module B certificate has been issued; and
  在将产品投放欧盟市场之前，并且只有在颁发模式 B 证书之后；和
- Thereafter on an annual basis for the duration of the contract, provided that requirements continue to be met unless otherwise notified.
  此后，在合同期间每年一次，前提是除非另有通知，否则继续满足要求。

8.6 After successful pre-market sampling for Module C2, the next visit will normally be approximately six (6) months later and thereafter annually. Samples will be taken to ensure:
8.6 在成功对模式 C2 进行上市前抽样后，下一次访问通常会在大约六（6）个月后进行，此后每年进行一次。将采集样本以确保：

- Conformity to type as represented by the Module B Type test; and
  符合模式 B 型式试验所代表的类型；和
- An assessment of homogeneity based on suitable sampling (single clause multi-item, or product family basis where appropriate).
  基于适当抽样（单项多项目或产品系列，如适用）的同质性评估。

8.7 Samples may be taken from the manufacturing plant and/or from other points in the supply chain.
8.7 样品可以从制造厂和/或供应链中的其他点采集。

8.8 Any required testing will be carried out in accordance with a test plan provided by CCQS and will be subject to a separate contract between the Applicant and the testing laboratory. All such testing costs are borne by the Applicant.
8.8 任何要求的测试将根据 CCQS 提供的测试计划进行，并受申请人和测试实验室之间单独合同的约束。所有此类测试费用均由申请人承担。

8.9 The Applicant must give CCQS auditors and assessors free access to all production facilities, production control records and relevant test facilities related to the PPE being monitored and allow the taking of any samples required during sampling.
8.9 申请人必须允许 CCQS 审核员和评估员自由访问所有生产设施、生产控制记录和与所监控的个人防护用品相关的相关测试设施，并允许在取样过程中采集任何所需的样品。

8.10 If samples are found not to conform or if other evidence shows inadequate production control, CCQS may:
8.10 如果发现样品不符合要求或其他证据表明生产控制不足，CCQS 可以：

- Take further samples, and/or
  采集更多样本，和/或
- Make further audit visits to the manufacturing location, which may result in additional charges to the Applicant.
  对制造地点进行进一步的审核访问，这可能会导致向申请人收取额外费用。

8.11 If serious conformity problems are found in production, CCQS will suspend the relevant Module B and Module C2 certificate(s). If the Applicant cannot promptly rectify the problems and continues or intends to continue placing the product on the EU market, CCQS will withdraw the relevant certificate(s) and notify the appropriate authorities and other Notified Bodies.
8.11 如果在生产中发现严重的合规问题，CCQS 将暂停相关模式 B 和模式 C2 证书。如果申请人不能及时纠正问题，并继续或打算继续将产品投放欧盟市场，CCQS 将撤回相关证书，并通知有关当局和其他公告机构。

8.12 CCQS will provide the Applicant with a report of its findings within four (4) working weeks of sample collection.
8.12 CCQS 将在样本采集后的四（4）个工作周内向申请人提供一份调查结果报告。

8.13 If the Applicant refuses to allow the Module C2 assessment to be carried out within a complete one-year cycle or does not allow planning of the assessment within ninety (90) days of the end of the assessment year, CCQS has the right to suspend or withdraw any issued certificate. All fees already paid are non-refundable.
8.13 如果申请人拒绝在完整的一年周期内进行模式 C2 评估，或者不允许在评估年度结束后九十（90）天内规划评估，CCQS 有权暂停或撤回任何已颁发的证书。所有已支付的费用均不予退还。

8.14 The Applicant shall notify CCQS of any change of Notified Body for FPC monitoring at least three (3) months before the planned date of a Module C2 assessment. If the Applicant provides notice less than three months before that date, the Applicant remains liable for the costs of the planned assessment. This also applies where CCQS has already issued the Module B certificate and the Applicant notifies CCQS fewer than six (6) weeks before the planned assessment date.
8.14 申请人应在模式 C2 评估计划日期前至少三（3）个月通知 CCQS FPC 监测公告机构的任何变更。如果申请人在该日期前三个月内发出通知，申请人仍需承担计划评估的费用。这也适用于 CCQS 已经颁发模式 B 证书的情况，申请人在计划评估日期前不到六（6）周通知 CCQS。

9. Module D - Quality Assurance of the Production Process
9. 模式 D - 生产过程的质量保证

9.1 Where Module D services are included in the Individual Contract, CCQS shall perform audits of the Applicant's quality assurance of the production process in accordance with PPE Regulation (EU) 2016/425.
9.1 如果模式 D 服务包含在个人合同中，CCQS 应根据 PPE 法规（EU）2016/425 对申请人的生产过程质量保证进行审核。

9.2 The Applicant declares in the Individual Contract that no application for Module D supervision of production control of the same product has been presented to any other Notified Body, unless explicitly disclosed and permitted by CCQS.
9.2 申请人在个人合同中声明，除非 CCQS 明确披露和允许，否则没有向任何其他公告机构提交过对同一产品生产控制进行模式 D 监督的申请。

9.3 Module D assessments normally follow a three-year cycle consisting of:
9.3 模式 D 评估通常遵循三年周期，包括：

- An initial assessment (two stages: Stage 1 document/system review and Stage 2 on-site assessment); and
  初始评估（两个阶段：第一阶段文件/系统审查和第二阶段现场评估）；和
- Two surveillance assessments (annual or as agreed).
  两次监测评估（年度或按约定）。

9.4 After the three-year cycle, a Module D re-assessment audit is required if the Applicant wishes to continue certification. The re-assessment and subsequent surveillance assessments form the start of the next three-year cycle, subject to a renewed Individual Contract.
9.4 三年周期结束后，如果申请人希望继续认证，则需要进行模式 D 重新评估审计。重新评估和随后的监督评估构成了下一个三年周期的开始，但须续签具体合同。

9.5 CCQS auditors carry out:
9.5 CCQS 审核员执行：

- Stage 1: review of the company's basic compliance with the PPE Regulation (usually off-site, but may be on-site on request); and
  第一阶段：审查公司对个人防护装备法规的基本遵守情况（通常非现场，但可应要求在现场）；和
- Stage 2: initial on-site assessment of production control.
  第 2 阶段：生产控制的初始现场评估。

Only after satisfactory completion of the initial assessment (including any required corrective actions) may production commence and product be placed on the EU market.
只有在圆满完成初始评估（包括任何必要的纠正措施）后，才能开始生产并将产品投放欧盟市场。

9.6 The Applicant must give CCQS auditors free access to all production facilities, production control records and test facilities related to the PPE being monitored.
9.6 申请人必须允许 CCQS 审核员自由访问与所监控的个人防护装备相关的所有生产设施、生产控制记录和测试设施。

9.7 CCQS will provide the Applicant with a report of audit findings within four (4) working weeks of the date of each audit.
9.7 CCQS 将在每次审核之日起四（4）个工作周内向申请人提供审核结果报告。

9.8 If audit evidence indicates inadequate production control, CCQS may decide to carry out further audits at the manufacturing location, which may incur additional charges to the Applicant.
9.8 如果审核证据表明生产控制不足，CCQS 可能会决定在制造地点进行进一步的审核，这可能会向申请人收取额外费用。

9.9 If serious conformity problems are found in products produced, CCQS will suspend the relevant Module B and Module D certificate(s). If the Applicant cannot promptly rectify the problems and continues or intends to continue placing the product on the EU market, CCQS will withdraw the relevant certificate(s) and notify the appropriate authorities and other Notified Bodies.
9.9 如果在生产的产品中发现严重的符合性问题，CCQS 将暂停相关的模式 B 和模式 D 证书。如果申请人不能及时纠正问题，并继续或打算继续将产品投放欧盟市场，CCQS 将撤回相关证书，并通知有关当局和其他公告机构。

9.10 CCQS normally accepts up to ninety (90) days for the closure of nonconformities, but may reduce this timeframe based on the significance of the findings. If this timeframe is exceeded, certification may be refused or, if already granted, suspended or withdrawn.
9.10 CCQS 通常接受长达九十（90）天的不合格项关闭时间，但可能会根据发现的重要性缩短这一时间。如果超过这一时间框架，认证可能会被拒绝，或者如果已经授予，则可能会被暂停或撤回。

9.11 The Applicant shall notify CCQS of any change of Notified Body for FPC monitoring at least three (3) months before the planned date of a Module D assessment. If notified later, the Applicant remains liable for the costs of the planned assessment and associated fees. This also applies where CCQS has already issued the Module B certificate and the Applicant notifies CCQS fewer than six (6) weeks before the planned assessment date.
9.11 申请人应在模式 D 评估计划日期前至少三（3）个月通知 CCQS FPC 监测公告机构的任何变更。如果稍后收到通知，申请人仍需承担计划评估的费用和相关费用。这也适用于 CCQS 已经颁发模式 B 证书的情况，申请人在计划评估日期前不到六（6）周通知 CCQS。

9.12 A current production supervision contract with a Notified Body is required for the Applicant to continue placing the product on the EU market.
9.12 申请人需要与公告机构签订当前的生产监督合同，才能继续将产品投放欧盟市场。

10. Use of Certificates and Certification Marks
10. 证书和认证标志的使用

10.1 If the agreed certification procedure is successfully completed, CCQS will issue the corresponding certificate(s) to the Applicant. The certificate(s) shall be valid for the period defined in the Agreement, subject to continued fulfilment of the applicable requirements.
10.1 如果约定的认证程序成功完成，CCQS 将向申请人颁发相应的证书。证书应在本协议规定的期限内有效，但须继续满足适用要求。

10.2 Upon issuance of a certificate, the Applicant is granted a simple, non-exclusive, non-transferable right to use the certification mark and certificate during the defined period of validity. This includes referring to the certification in communication media such as documents, manuals and advertising materials.
10.2 证书签发后，申请人被授予在规定的有效期内使用认证标志和证书的简单、非排他性、不可转让的权利。这包括在文件、手册和广告材料等传播媒介中引用认证。

10.3 Certificates remain the property of CCQS and may be withdrawn at any time if CCQS has reason to believe that the product is no longer in conformity with the applicable requirements. CCQS is required to notify relevant authorities and other PPE Notified Bodies if a certificate is withdrawn or refused.
10.3 证书仍然是 CCQS 的财产，如果 CCQS 有理由相信产品不再符合适用要求，则可以随时撤回证书。如果证书被撤回或拒绝，CCQS 需要通知有关当局和其他 PPE 公告机构。

10.4 The right to use the certificate and any certification mark is limited exclusively to the parts of the Applicant's organisation and the scope described in the certificate. Use beyond the stated scope is prohibited.
10.4 使用证书和任何认证标志的权利仅限于申请人组织的部分和证书中描述的范围。禁止超出规定范围使用。

10.5 The Applicant undertakes to use the certificate and certification mark only to make statements about the organisation or parts thereof that are accurate and consistent with the certification granted.
10.5 申请人承诺仅使用证书和认证标志对组织或其部分作出准确且与授予的认证一致的声明。

10.6 The Applicant shall not adjust, alter or translate the certificate in any manner whatsoever.
10.6 申请人不得以任何方式调整、更改或翻译证书。

10.7 The right of use expires if the Applicant no longer holds a valid certificate, in particular if:
10.7 如果申请人不再持有有效证书，特别是如果：

- The period of validity has expired; or
  有效期已过，或
- Required surveillance or re-assessment audits have not been carried out.
  尚未进行所需的监督或重新评估审核。

10.8 The right of use also expires with immediate effect, without the need for separate termination, if the Applicant uses the certificate or certification mark in violation of these GT&C or other terms of the Agreement. CCQS reserves the right to claim damages.
10.8 如果申请人违反这些 GT&C 或本协议的其他条款使用证书或认证标志，则使用权也立即到期，无需单独终止。CCQS 保留索赔的权利。

10.9 The right of use ends upon ordinary termination taking effect, or immediately in the event of justified extraordinary termination for good cause or where maintenance of the certificate is prohibited by administrative regulation or court order.
10.9 使用权在普通终止生效后终止，或在有正当理由的特殊终止或行政法规或法院命令禁止维护证书的情况下立即终止。

10.10 If a certificate is suspended or withdrawn, the Applicant shall not use or refer to the certificate. In case of withdrawal, the Applicant shall return the original certificate to CCQS within seven (7) working days from the date of withdrawal.
10.10 如果证书被暂停或撤回，申请人不得使用或参考该证书。如果撤回，申请人应在撤回之日起七（7）个工作日内将原始证书退还给 CCQS。

10.11 The Applicant shall:
10.11 申请人应：

- Keep records of the use of the certificate in its business dealings;
  记录证书在商业交易中的使用情况；
- Permit CCQS to monitor proper use of the certificate and marks, including by random sampling; and
  允许 CCQS 监督证书和标志的正确使用，包括随机抽样；和
- Inform CCQS immediately if it discovers that any third party is improperly using its certificate.
  如果发现任何第三方不当使用其证书，请立即通知 CCQS。

10.12 Certificates may be extended or reissued conditional on the product continuing to meet the requirements of the applicable Regulation and standards current at the time of re-issue.
10.12 证书可以延期或重新颁发，前提是产品继续符合重新颁发时适用的法规和标准的要求。

11. Intellectual Property
11. 知识产权

11.1 Each party remains the sole owner of its intellectual property and rights existing prior to the Agreement, including, without limitation, CCQS's rules, protocols, templates for certificates, reports and checklists.
11.1 各方仍然是其在本协议之前存在的知识产权和权利的唯一所有者，包括但不限于 CCQS 的规则、协议、证书模板、报告和清单。

11.2 CCQS is entitled to use, for the purposes of its own certification activities, any know-how acquired in the course of performing its work under the Agreement. CCQS may use information received or generated under the Agreement in aggregated, anonymised form for certification and related activities.
11.2 CCQS 有权为其自身的认证活动使用在履行本协议项下工作过程中获得的任何专有技术。CCQS 可能会使用根据本协议以汇总、匿名形式收到或生成的信息进行认证和相关活动。

11.3 CCQS holds all intellectual property rights, including copyright, to the certificates and technical documents it issues to the Applicant. The Applicant holds a restricted, non-transferable, worldwide, royalty-free licence to use any valid certificate in accordance with these GT&C and applicable requirements.
11.3 CCQS 拥有其向申请人颁发的证书和技术文件的所有知识产权，包括版权。申请人持有受限制的、不可转让的、全球性的、免版税的许可证，可以根据这些 GT&C 和适用要求使用任何有效的证书。

11.4 The Applicant may provide deliverables (including certificates) or parts thereof to third parties only without altering the content, context or original language of the deliverables.
11.4 申请人只能向第三方提供可交付成果（包括证书）或其部分，而不改变可交付成果的内容、上下文或原始语言。

12. Indemnification and Liability
12. 赔偿和责任

12.1 If the Applicant, its legal representative or its employees:
12.1 如果申请人、其法定代表人或其雇员：

- Fail to provide truthful and accurate information, documents and/or data as required by CCQS, or
  未能按照 CCQS 的要求提供真实准确的信息、文件和/或数据，或
- Misuse any CCQS certificate in any form,
  以任何形式滥用 CCQS 证书

The Applicant shall compensate CCQS in an amount of not less than three (3) times and not more than five (5) times the total contract value specified in the relevant Individual Contract(s).
申请人应赔偿 CCQS，金额不低于相关具体合同中规定的合同总价值的三（3）倍，不超过五（5）倍。

12.2 The time limit for filing claims is subject to the statute of limitations prescribed by applicable law.
12.2 提出索赔的时限受适用法律规定的诉讼时效的限制。

12.3 The Applicant shall indemnify and hold CCQS harmless from any costs and expenses which CCQS may incur due to requests made by public authorities, courts, counterparties or other stakeholders in connection with or arising from the work performed under the Agreement.
12.3 申请人应赔偿并使 CCQS 免受因公共当局、法院、交易对手或其他利益相关者就本协议项下执行的工作提出的要求而可能产生的任何费用和开支。

12.4 The indemnities above apply irrespective of how relevant claims, damages, losses or expenses arise and regardless of whether they arise under contract, tort (including negligence), strict liability or otherwise, except to the extent they are caused by:

12.4 无论相关索赔、损害赔偿、损失或费用是如何产生的，也无论它们是根据合同、侵权（包括疏忽）、严格责任还是其他原因产生的，上述赔偿均适用，除非它们是由以下原因造成的：

- (i) CCQS's intentional and wilful act or omission with the intent to inflict damage or injury; or
  (i) CCQS 故意和蓄意的行为或不作为，意图造成损害或伤害；或
- (ii) any circumstances in which CCQS may not lawfully limit its liability under the applicable law.
  (ii) CCQS 根据适用法律可能无法合法限制其责任的任何情况。

13. Confidentiality
13. 保密

13.1 Each party agrees to keep confidential any information received from the other party in the course of the Agreement which, by its nature or circumstances, is reasonably considered confidential to the disclosing party.

13.1 各方同意对在本协议期间从另一方收到的任何信息保密，这些信息因其性质或情况而被合理认为对披露方保密。

13.2 The receiving party shall treat such information with reasonable care and diligence and shall not disclose it to third parties without the disclosing party's prior written consent, except as permitted under this Article.

13.2 接收方应以合理的谨慎和勤勉对待此类信息，未经披露方事先书面同意，不得向第三方披露，除非本条允许。

13.3 The confidentiality obligations do not apply to information that:

13.3 保密义务不适用于以下信息：

- Is required to be disclosed to accreditation bodies, certification scheme owners, competent courts, governmental agencies or other public authorities in accordance with applicable law, court order or public regulation; or
  根据适用法律、法院命令或公共法规，需要向认证机构、认证计划所有者、主管法院、政府机构或其他公共当局披露；或
- Was known to the receiving party prior to disclosure by the other party, or is obtained from a third party without any confidentiality obligation; or
  在另一方披露之前，接收方已经知道，或者从没有任何保密义务的第三方处获得；或
- Becomes generally available in the public domain through no act or omission of the receiving party.
  通过接收方的任何行为或疏忽，在公共领域普遍可用。

13.4 CCQS will maintain any samples provided under secure storage and will not pass them to third parties without the Applicant's consent, except where required by law or by a competent authority.

13.4 CCQS 将对提供的任何样品进行安全储存，未经申请人同意，不会将其转交给第三方，除非法律或主管当局要求。

13.5 The confidentiality obligations in this Article survive completion of the work or termination of the Agreement and remain in effect for as long as the relevant information can reasonably be deemed confidential.

13.5 本条中的保密义务在工作完成或本协议终止后仍然有效，只要相关信息可以合理地被视为机密，保密义务就仍然有效。

14. Term and Termination
14. 期限和终止

14.1 The Agreement enters into force on the date the last of the two parties signs the Individual Contract and remains in force until completion of the contracted work and any related certificate validity periods, unless terminated earlier in accordance with this Article.
14.1 本协议自双方最后一方签署具体合同之日起生效，并在完成合同工作和任何相关证书有效期之前一直有效，除非根据本条提前终止。

14.2 Any party proposing to terminate the Agreement may do so by giving at least thirty (30) working days' written notice to the other party. Termination becomes effective upon mutual agreement, without prejudice to any accrued rights or obligations.
14.2 任何一方提出终止本协议，可提前至少三十（30）个工作日向另一方发出书面通知。终止经双方同意后生效，不影响任何应计权利或义务。

14.3 Either party may terminate the Agreement by written notice with immediate effect if:
14.3 在以下情况下，任何一方均可发出书面通知终止本协议，立即生效：

- The other party commits a material breach and fails to remedy it within ten (10) working days after receiving written notice; or
  另一方严重违约，且在收到书面通知后十（10）个工作日内未进行补救；或
- The other party becomes insolvent, is unable to pay its debts as they fall due, is subject to bankruptcy proceedings, receivership, dissolution, liquidation, winding-up, or otherwise discontinues its business.
  另一方资不抵债，无法偿还到期债务，处于破产程序、破产管理、解散、清算、停业或以其他方式终止业务。

14.4 If the Applicant cannot bring the product and documentation into a condition suitable for certification within one (1) year from the commencement of the Agreement, CCQS may terminate the Agreement without the Applicant's consent.
14.4 如果申请人无法在本协议生效后一（1）年内使产品和文件达到适合认证的状态，CCQS 可以在未经申请人同意的情况下终止本协议。

14.5 CCQS is entitled to terminate the Agreement without notice for important reasons, including but not limited to:
14.5 CCQS 有权因重要原因终止本协议，恕不另行通知，包括但不限于：

- The Applicant's failure to promptly notify CCQS of changes or indications of changes in the organisation relevant for certification;
  申请人未能及时通知 CCQS 与认证相关的组织的变化或变化迹象；
- Misuse of a certificate and/or certification mark, or use contrary to the Agreement; or
  滥用证书和/或认证标志，或违反本协议使用；或
- Failure to comply with the time periods scheduled by CCQS for audits or service provision (e.g. surveillance audits), such that withdrawal of the certificate is necessary.
  未能遵守 CCQS 为审核或服务提供（如监督审核）安排的时间段，因此有必要撤回证书。

14.6 Termination of the Agreement does not relieve the Applicant of its obligation to pay fees incurred or due for work already performed or for costs that CCQS cannot reasonably avoid.
14.6 本协议的终止并不免除申请人支付已完成工作或 CCQS 无法合理避免的费用的义务。

15. Complaints and Appeals
15. 申诉和上诉

15.1 Complaints regarding CCQS's activities shall be submitted in writing to CCQS.
15.1 有关 CCQS 活动的投诉应以书面形式提交给 CCQS。

15.2 If a complaint is found justified, CCQS shall take appropriate measures.
15.2 如果发现投诉合理，CCQS 应采取适当措施。

15.3 If a complaint is considered unfounded, CCQS will inform the complainant and invite comments within ten (10) calendar days. If no amicable solution can be reached, the parties may agree to arbitration or pursue other legal remedies, as appropriate.
15.3 如果投诉被认为没有根据，CCQS 将在十（10）个日历日内通知投诉人并征求意见。如果无法达成友好解决方案，双方可酌情同意仲裁或寻求其他法律补救措施。

15.4 Appeals concerning certification decisions shall follow the CCQS Appeals procedure as set out in CCQS's Quality Management System and applicable accreditation rules.
15.4 有关认证决定的上诉应遵循 CCQS 质量管理体系和适用认证规则中规定的 CCQS 上诉程序。

16. Governing Law, Disputes and Language
16. 适用法律、争议和语言

16.1 The Agreement, including these GT&C and all Individual Contracts, is governed by and shall be construed in accordance with the laws of Ireland, without regard to conflict of law principles.
16.1 本协议，包括这些 GT&C 和所有具体合同，均受爱尔兰法律管辖，并应按照爱尔兰法律进行解释，不考虑法律原则的冲突。

16.2 In the event of any dispute arising out of or in connection with the Agreement, the parties shall endeavour to settle the dispute amicably. Failing such settlement, disputes shall be handled through arbitration or courts as may be agreed or required by applicable law, without prejudice to the right of any authority to intervene where required.
16.2 如果因本协议引起或与本协议有关的任何争议，双方应努力友好解决争议。如果无法解决，应通过仲裁或适用法律可能同意或要求的法院处理争议，但不影响任何当局在需要时进行干预的权利。

16.3 These GT&C are drawn up in the English language. Translations may be provided for convenience only. In the event of any discrepancy between the English version and any translation, the English version shall prevail.
16.3 这些 GT&C 以英语起草。翻译仅为方便起见而提供。如果英文版本与任何翻译之间存在任何差异，应以英文版本为准。