

General Terms and Conditions of Validation and Verification 审定与核查一般条款和条件



1. General Information and Definitions 一般信息及定义

In the event that an order for any services is placed, the client shall accept the General Terms and Conditions. The General Terms and Conditions shall be applicable to all orders, resulting contracts and other arrangements, including all offers made or services provided by the TÜV SÜD Certification and Testing (China) Co., Ltd. (hereinafter referred to as TÜV SÜD (China)) or any of its fellow subsidiaries.

客户一旦下达服务订单，即表示接受该审定与核查一般条款和条件。本条款和条件适用于所有订单、就有关订单签订的合同以及其他安排，包括南德认证检测（中国）有限公司（以下简称南德（中国））或其任何关联公司做出的所有要约或提供的所有服务。

2. Rights and Obligations 权利和义务

2.1 Client's Rights and Obligations 客户权利和义务

(1) The client has the right to require TÜV SÜD (China) to complete the technical services as agreed in the contract.

客户有权利要求南德（中国）按合同约定完成技术服务内容。

(2) The client has the right to be informed of the progress and status of TÜV SÜD (China)'s work at all times.

客户有权利随时了解南德（中国）工作进度和情况。

(3) The client has the right to enquire about qualifications, competence, background and request relevant materials of TÜV SÜD (China) validation and verification.

客户有权利询问南德（中国）审定与核查的资格、能力、背景和索取相关材料。

(4) The client has the right to raise objection to the validation/verification team leader and the validation/verification plan prepared by TÜV SÜD (China), and to request the selection of a suitable candidate and agreement on the time of on-site validation/verification.

客户有权利对南德（中国）派出的审定/核查组长、审定/核查计划提出异议，要求选派合适人选和商定现场审定/核查时间。

(5) The client has the right to appeal and complain. If the client has any objections to the validation/verification process or validation/verification results, it may resolve the issue through negotiation with the validation/verification team leader. If an agreement is still not reached, client may submit a written appeal to TÜV SÜD (China) within 15 days after the validation/verification is completed. If there is still objection to the resolution from TÜV SÜD (China), the client may further appeal to TÜV SÜD (China)'s Impartiality Committee or CNAS(if applicable) for settlement.

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客户有权利享有申诉、投诉权。客户对审定/核查过程或审定/核查结果有异议，可与审定/核查组长协商解决，如仍不能达成一致意见，可于审定/核查结束后15日内向南德（中国）提出书面申诉，如对南德（中国）的决议仍有异议，可进一步向南德（中国）公正性委员会或CNAS（如适用）提出上诉，由其做出裁判结果。

(6) The client has the right to comment on the working performance and service attitude of TÜV SÜD (China)'s employees.

客户有权利对南德（中国）员工工作能力和服务态度提出意见。

(7) If the client meets the requirements, it has the right to obtain a validation/verification statement in a timely manner.

如客户符合条件，则有权利及时获得审定/核查声明。

(8) After obtaining the validation/verification statement issued by TÜV SÜD (China), the client has the right to use the validation/verification statement, validation/verification label, validation/verification mark and accreditation mark reasonably and legally.

在取得南德（中国）颁发的审定/核查声明后，客户有权利合理合法使用审定/核查声明、审定/核查标识、审定/核查标志和认可标志。

(9) The client shall truthfully submit relevant activity data of emission source and ensure that the submitted data is authentic and reliable.

客户应如实提交相关排放源活动数据，确保提交数据真实可靠。

(10) The client shall have finished a complete collection of energy consumption and greenhouse gas emission data, and completed an inventory of greenhouse gas emissions with an inventory report conducted by client's internal team or external client plied.

客户应已经完成了一次完整的能源消耗及温室气体排放数据的收集并由客户内部团队或申请外部团队，完成了一次温室气体排放的盘查，并具有盘查报告。

(11) The client shall ensure that the organization's management and operation activities comply with the requirements of relevant laws and regulations, such as measuring instrument of energy, pollution reduction and carbon reduction synergies, etc.

客户应确保组织的管理经营活动符合相关法律法规的要求，如能源计量、减污降碳协同增效等。

(12) The client shall ensure that any statement or reports of factual findings made public by the client are communicated in their entirety.

客户应确保其公开的任何陈述/声明或事实发现报告以完整的形式进行交流。

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(13) The client shall ensure that all required supporting documents, information and instructions provided by it are accurate, true and complete.

客户应确保其提供的所有所需的支持性文件、信息和指示准确、真实、完整。

(14) The client shall abide by the requirements of TÜV SÜD (China)'s validation and verification programme and operational rules. If the accreditation body issues new validation and verification requirements or accreditation rules, the validation and verification programme and operational rules may need to be adjusted accordingly.

客户应遵守南德（中国）审定与核查方案要求和实施规则要求，如果认可机构发布新的审定与核查要求或者认可规则，审定与核查方案和实施规则可能需要随之调整。

(15) The client shall abide by all necessary arrangements for the conduct of the validation/verification, including provisions for examining documentation and access to all relevant processes, areas, records, and personnel.

客户应遵守南德（中国）为审定与核查的实施做出所有必要的安排，包括文件评审和现场访问所有相关过程、区域、记录和人员的规定。

(16) Where applicable, the client shall make provisions to accommodate observers.
适用时，客户应为安排观察员提供条件。

(17) The client shall take effective corrective measures for problems discovered during the validation/verification process and accept the follow-up validation conducted by the validation/verification team.

就审定/核查过程中发现的问题，客户应采取有效的纠正措施，并接受审定/核查组对此进行的跟踪审核。

(18) The client shall pay the corresponding validation/verification fees and other fees.
客户应支付相应审定/核查费用及其它费用。

(19) Where applicable, the client shall cooperate with the on-site witnessing by accreditation body of TÜV SÜD (China) for accreditation assessment with sampling basis.
适用时，客户应配合认可机构抽样安排的对于南德（中国）认可评审的现场见证。

(20) The client shall abide by rules of validation and verification mark, logo and label usage of TÜV SÜD (China): "[TÜV SÜD China Label Agreement](#)"(if applicable) , "Correct Use of Validation and Verification Label of TÜV SÜD (China)"(if applicable) and "Correct Use of Validation and Verification Mark, Statement and Report of TÜV SÜD (China)"(if applicable).

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客户应遵守南德（中国）关于审定与核查或者标志、标识、标签使用相关的规则：《[南德中国标签协议](#)》（如适用），《正确使用南德（中国）审定与核查标签》（如适用）和《正确使用南德（中国）审定与核查标志，声明和报告》（如适用）。

(21) The client shall ensure when apply for validation/verification mark, the requirements of regularly recurring validation/verification are fulfilled.

客户应确保申请南德（中国）提供的审定/核查标志时，满足南德（中国）定期反复审定/核查的要求。

(22) The client shall ensure timely communication with TÜV SÜD (China) and actively cooperate with enforceable actions in the event of new facts or information that are discovered after the validation/verification statement is issued and could materially affect it.

客户应确保在审定/核查声明发布后发现可能对其有效性产生重大影响的新事实或信息时，及时与南德（中国）沟通，并积极配合任何可能导致的执行行动。

(23) The client shall not use the environmental information claim, statement, report, mark, logo or label in a manner that could mislead intended users or impair the reputation of TÜV SÜD (China).

客户应不以误导预期用户或有损南德（中国）声誉的方式使用环境信息宣称、陈述/声明、报告、标志、标识或标签。

2.2 TÜV SÜD (China) Rights and Obligations 南德（中国）权利和义务

(1) TÜV SÜD (China) has the right to require the client to provide necessary support for project execution.

南德（中国）有权利要求客户对项目执行提供必要支持。

(2) TÜV SÜD (China) has the right to require the client to provide a dedicated person to assist TÜV SÜD (China) in information communication and other works.

南德（中国）有权利要求客户提供专人，协助南德（中国）信息联络等工作。

(3) TÜV SÜD (China) has the obligation for the management of all information obtained or created during the performance of validation/verification activities.

南德（中国）有义务对其开展审定与核查活动时新获得或新产生的所有信息的管理负责。

(4) TÜV SÜD (China) has the obligation to report work progress to the client on a regular basis.

南德（中国）有义务定时向客户汇报工作进展。

(5) TÜV SÜD (China) has the obligation to rectify problems that arise during the work.

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南德（中国）有义务对工作开展中出现的问题进行整改。

(6) TÜV SÜD (China) has the obligation to take responsibility for any inputs that it accepts to take into account as part of its validation/verification activities, including those that have been generated by the client or other external parties.

南德（中国）有义务对视为审定与核查活动构成的所有信息输入负责，包括来自客户或其他外部组织的部分。

(7) TÜV SÜD (China) has the obligation to arrange competent validation/verification personnel for providing services.

南德（中国）有义务安排有能力的审定/核查人员提供服务。

(8) TÜV SÜD (China) has the obligation to inform the client, in advance, of the information it intends to place in the public domain.

南德（中国）有义务提前告知客户其拟对公众公开的信息。

(9) TÜV SÜD (China) has the obligation to keep confidential about the information about the client obtained from sources other than client (e.g. complainant, regulatory authority). The provider (source) of this information shall be confidential and shall not be shared with the client, unless agreed by the source.

南德（中国）有义务就从其他来源（如投诉人、监管机构）获得的关于客户的未公开信息对客户保密，该信息的提供者（来源）应按保密信息处理，未经提供者同意，有义务不与客户分享。

(10) TÜV SÜD (China) has the obligation to establish rules applying to references to data and information in an environmental information claim that were validated or verified.

南德（中国）有义务建立适用于经审定或核查的环境信息宣称中的数据与信息引用的规则。

(11) TÜV SÜD (China) has the obligation to establish rules governing any reference to validation/verification or use of its marks that it authorizes the client to use. These rules shall ensure traceability of mark, logo and label back to TÜV SÜD (China) and to the validation/verification statement issued. This reference or mark, logo and label shall be used only in relation to the claim which has been validated/ verified and shall not be misleading with regards to product certification.

南德（中国）有义务建立规则管理其授权客户任何对审定与核查的引用或标志、标识、标签的使用，这些规则应确保可以从标志、标识、标签追溯到南德（中国）和签发的审定与核查陈述/声明，引用或标志、标识、标签应仅使用于经审定与核查的宣称，不应被误导为产品认证。

(12) Except for information that the client makes publicly available, or when agreed between client and TÜV SÜD (China), all other information is considered proprietary information and shall be regarded as confidential.

除客户自己公开的信息，或与南德（中国）达成协议可公开的信息，其他所有信息均应视为专有信息，并有义务作为保密信息。

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(13) When TÜV SÜD (China) is required by law or authorized by contractual arrangements to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information released.

当法律要求或者合同安排授权南德（中国）提供保密信息时，除法律禁止外，南德（中国）有义务将所提供的信息通知到有关客户。

3. Disclaimers of Organizational Greenhouse Gas, Product Carbon Footprint and Product Recycled Content Accounting Platform Validation 组织温室气体、产品碳足迹及产品循环再生含量核算平台审定免责声明

(1) Scope of assurance is hereby solely the algorithm integrity for an organizational greenhouse gas/product carbon footprint/ product recycled content accounting tool. There will be no statement regarding the results and outcome of the organizational greenhouse gas, product carbon footprint and product recycled content itself.

保证范围仅限组织温室气体/产品碳足迹/产品循环再生含量核算工具的算法完整性，对于组织温室气体、产品碳足迹及产品层面循环再生含量本身的结果和输出将不作任何声明。

(2) The functionality of the organizational greenhouse gas/product carbon footprint/ product recycled content accounting tool will be reviewed by sample organizational greenhouse gas/product carbon footprint/ product recycled content done by the accounting tool. The tool source code will not be subject of the audit.

组织温室气体/产品碳足迹/产品循环再生含量核算工具的核算方法将通过核算工具完成的组织温室气体/产品碳足迹/产品循环再生含量样本进行审查，工具源代码将不在审查范围内。

(3) The organizational greenhouse gas/product carbon footprint/ product recycled content accounting tool needs to be set up with a version. Updates of version need to be revalidated by TÜV SÜD (China). Validation report and statement are only valid for validated software version.

组织温室气体/产品碳足迹/产品循环再生含量核算工具应识别版本，如有版本更新需要发送到南德（中国）重新审定，审定报告和声明仅对已审定的软件版本有效。

(4) The subject of the validation is exclusively the accounting methodology/algorithm of an organizational greenhouse gas/product carbon footprint/ product recycled content accounting tool. No statement is made about the outcome/result of the organizational greenhouse gas/product carbon footprint/ product recycled content accounting themselves.

审定的主题仅是组织温室气体/产品碳足迹/产品循环再生含量核算工具的核算方法/算法，并不就自动组织温室气体/产品碳足迹/产品循环再生含量核算本身的结果/输出作任何声明。

(5) The organizational greenhouse gas/product carbon footprint/ product recycled content accounting tool must have batch tracking. Changes of methodology must be validated before they are applied.

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组织温室气体/产品碳足迹/产品循环再生含量核算工具必须有版本跟踪，方法的更改必须在应用之前进行审定。

(6) The validation statement will be limited to the legal entities.

审定声明将仅适用于合同中指定的法律实体。

(7) If a validation statement is issued, it is regulated in a separate validation statement usage agreement, separately for each legal entity.

如果为每个法人实体都单独发布了审定声明，则应在单独的审定声明使用协议中规范其使用。

4. Others其他

The General Terms and Conditions of Validation and Verification is accessory of the contract signed between TÜV SÜD (China) and the client, is an indiscreptible part of contract, and it have the same force and effect as contract. TÜV SÜD (China) shall inform the client, in advance, of the information it intends to place in the public domain(e.g.

[validation/verification | TÜV SÜD \(tuvsud.cn\)](https://www.tuvsud.cn/validation/verification)).

本审定与核查一般条款和条件是南德（中国）与客户签订的合同的附件，是合同不可分割的组成部分，与合同具有同等效力。南德（中国）应提前告知客户其拟对公众公开的信息（例如：[审定与核查 | TÜV南德 \(tuvsud.cn\)](https://www.tuvsud.cn/validation/verification)）。