

	Certification Contract 认证合同 OBP Program 趋海塑料方案	Doc. Nr	GP-CN 01 F 03
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Operator Name / 操作方组织名称		
Address / 地址		
City-Country / 城市 - 国家		
Authorized person / 负责人		
Tax Number (for invoice) / 税务登记号		
Tel / fax / e-mail / 电话 / 传真 / 电邮		
Applicable regulations / standards / 所要认证的标准	<input type="checkbox"/> OBP Collection Organization Standard 趋海塑料收集组织标准	<input type="checkbox"/> OBP Recycling Organization Standard 趋海塑料回收组织标准
	<input type="checkbox"/> OBP Neutralization Services Provider Standard 趋海塑料中和服务供应标准	<input type="checkbox"/> OBP Plastic Producers and Users Standard 趋海塑料生产商和用户标准
	<input type="checkbox"/> Social+ OBP Component 社会责任+OBP组件标准	<input type="checkbox"/> OBP Brand Standard 趋海塑料品牌标准

This contract is signed between ETKO China Certification and Inspection (Shenzhen) Co., Ltd (hereinafter referred to as "ETKO China China") as Certification Body and OPERATOR who is certified by ETKO China China / 此合同由艾拓克认证检测 (深圳) 有限公司(以下简称"ETKO China China") 作为认证机构与申请由ETKO China China进行认证的操作方签署。

In this contract, "OBP" or "Certified Material" represent "Ocean Bound Plastics" / 在本合同中, "OBP"或"被认证材料"代表"趋海塑料"。

A - This contract is applicable for OBP collection organizations (certified with or without Social+ OBP Component), OBP recycling organizations, OBP Neutralization services providers (certified with or without Social+ OBP Component), OBP plastic producers and users and OBP Brands.

本合同适用于趋海塑料收集组织(和或不和《社会责任+OBP组件》标准一起认证)、趋海塑料回收组织、趋海塑料中和服务供应商(和或不和《社会责任+OBP组件》标准一起认证)、趋海塑料生产商和用户及趋海塑料品牌。

ETKO China China inspects the parties who are involved with OBP collection, production, processing and storage, trading and brand according to Certified Material Production Regulations and standards.

ETKO China China依据被认证材的生产规范和标准, 检查涉及趋海塑料收集、生产、加工和存储、贸易及品牌。

ETKO China and applicant / operator sign this agreement. Validity of the agreement due to the standard(s) / regulation(s) which the applicant operation is involved.

ETKO China和申请人/操作组织签署此协议。本协议的有效性取决于申请方的运营所涉及的标准/规则。

(1) **Validity: This contract is valid until cancelled and prolonged automatically one more year if not cancelled at least 6 weeks before the annum.**

有效期: 本合同的有效期为直至合同被人为取消为止, 并且如果在合同周年届满前至少六周末取消, 则自动延长一年

(2) OBP Standards, Implementation Manual, OBP LOGOS USES AND CLAIMS GUIDELINES, use of certification reference or conformity mark in documents, brochures or marketing, and Rights and responsibilities of ETKO China and the operator, including the commitment to comply with other provisions of OBP certification program provided by ZPO, is indicated in article B.

OBP系列标准, 实施手册, OBP标志使用和声明指南, 在文件、手册或市场营销中使用认证引用或认证标志, 以及ETKO China和操作者的权利和责任, 包括承诺遵守ZPO提供的OBP认证方案的其它规定, 请参照下述条款B的要求

(3) ETKO China and the OPERATOR shall have the right to terminate this agreement with cause upon written notice. Upon termination of this agreement the OPERATOR agrees to discontinue the use of the Mark and return the outstanding certification documents issued.

ETKO China和操作方有权因故在出具书面通知后终止本协议。本协议终止后, 操作方同意停止使用商标并归还已签发的未到期的认证文件

(4) Should any provision of this agreement be held by a court of law to be in conflict of rule of law, statute or APPLICABLE Regulation(s) and/or Standard(s), the remaining provisions will not be affected thereby.

如果法院认为本协议的任何条款与法律、法令或适用法规和/或标准相冲突, 除了所认定的条款外, 则其余条款将不受影响, 持续有效。

(5) ETKO China and the OPERATOR declare that they accept the terms and conditions of this agreement. When a disagreement appears applications will be done to Shenzhen Intermediate People's Court.

ETKO China和操作方声明双方均接受本协议的条款和条件。当出现分歧, 且双方无法协商解决时, 可向深圳市中级人民法院提起诉讼

(6) No part of this agreement shall be constructed to assign or delegate agent or representative status to the Operator on behalf of ETKO China.

本协议的任何部分都不形成指定或授权操作方代理或代表ETKO China的身份。



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B- Certification Agreement – Rights and Duties of the ETKO China and Operators

B-1. Rights and Duties of the ETKO China / ETKO China的权利和义务

B-1.1. ETKO China guarantees its OPERATORS to do a good service related to its responsibilities. / ETKO China向操作方保证提供与其职责相关的优质服务。

B-1.2. ETKO China shall supply to the OPERATOR OBP Standards and all information necessary for the establishment of an operation adequate to meet the APPLICABLE Standards on the website. / ETKO China向操作方提供OBP标准以及建立足够满足网站上适用标准的操作体系的所有必要信息。

B-1.3. This agreement grants ETKO China the right to exchange information with other accredited certification bodies and/or authorities (approval bodies or accreditation bodies) including ZPO to verify the authenticity of the information, especially the certification status of certified products, as part of its ongoing evaluation. 该协议授予ETKO China与其他认可的认证机构和/或ZPO在内的主管机构（批准机构或认可机构）交换信息的权利，以验证信息的真实性，尤其是认证产品的认证状态，作为其正在进行的评估的一部分。

B-1.4. ETKO China shall issue certificates designated NEUTRALIZATION CERTIFICATE upon request of the OPERATOR certified to OBP Neutralization Services Provider Standard. Issuance of said certificates will be at the sole discretion of ETKO China and will be issued only when accompanied by required verification and remittance of proper fee. / ETKO China应根据被OBP中和服务提供商标准认证的操作方的请求签发指定的中和证书。上述证书的签发将由ETKO China全权决定，并且只有在经过必要的核实和支付了适当的费用时才会签发。

B-1.5. Failure to comply with the APPLICABLE Regulation(s) / Standards and terms and conditions of this contract shall be just cause for revocation of rights of the OPERATOR as conferred by this agreement. / 不遵守本合同适用的规章/标准及条款和条件应被视为本协议授予操作方的权利被撤销的正当理由。

B-1.6. All information acquired by ETKO China regarding operations of the OPERATOR shall not be disclosed by ETKO China to any employee or consultant or subcontractor or committee members or specialists, etc. unless they are bound by a confidentiality agreement. ETKO China shall have no obligation with respect to non-disclosure of the above information if such information is public domain, is previously known to ETKO China or its agents or has been obtained in good faith from a third party not under obligation of secrecy. / 除非有保密协议的约束，否则ETKO China不得向任何员工、顾问、分包商、委员会成员或专家等披露其获得的有关操作方运营的所有信息。如果上述信息属于公共领域，ETKO China或其代理此前已知晓，或已从非保密义务的第三方善意获得，则ETKO China不承担不披露上述信息的义务。

B-1.7. ETKO China shall not be liable for any act of omission or commission or violation of APPLICABLE Regulation(s) / Standards, rules, or by laws of ETKO China by the OPERATOR, their related parties, successors and assignees and the OPERATOR shall hold harmless ETKO China in all matters relating to this agreement. / 对于操作方，及其相关方、继承方和代理方的任何不作为、委任或违反适用的法规/标准、条例或ETKO China规章的行为，ETKO China不承担任何责任，并且操作方应使ETKO China在与本协议有关的所有事项中不受损害。

B-1.8. ETKO China will supply to the OPERATOR conformed examples of the mark suitable for use in all printed matter and advertisements with respect to the certified products. The OPERATOR agrees that all uses of the Mark, with the exception of those labels provided by ETKO China, will be submitted for written approval and must receive written approval prior to the use of the Mark. / ETKO China将向操作方提供适合于该认证产品的所有印刷品和广告中使用的商标示例。操作方同意，除ETKO China提供的标签示例外，商标的所有使用都应提交给ETKO China书面批准，并且在使用商标之前必须获得ETKO China的书面批准。

B-1.9. The OPERATOR may have been certified by another accredited certifier. This certification status may be accepted by ETKO China on condition that the prior certification is evaluated by ETKO China as per relevant procedures. In case prior certification is accepted by ETKO China the term of this agreement and all rights granted will be valid automatically. OPERATOR may only use ETKO China mark and/or logo upon successful application and evaluation of ETKO China. / 操作方可能已经由另一位认可的认证机构认证。ETKO China可以接受此认证状态，但前提是ETKO China按照相关程序评估了先前的认证。如果ETKO China接受了先前的认证，则本协议的条款和授予的所有权利将自动生效。操作方只能在ETKO China成功申请和评估后，才能使用ETKO China标识和/或商标。

B-1.10. OPERATOR shall be informed of information provided when required by the law and all other times that information not be disclosed without consent of the OPERATOR. Information about the OPERATOR obtained from sources other than the OPERATOR (e.g. complainant, regulators) treated as confidential. /操作方应被告知按法律要求提供的信息以及未经操作方同意不得披露的所有其他信息。从操作方以外的来源(如投诉人、监管机构)获得的该组织的信息被视为机密。

B-1.11. ETKO China has the right to make surveillance as announced or unannounced and follow-up audits when it is needed. In case the organization includes multiple sites in the scope of Scope Certificates, ETKO China has the right to make audit all sites on-site annually, unless; ETKO China有权在需要时进行通知或不通知的监督审核和跟进审核。如果组织在SC范围内包括多个场所，ETKO China有权每年对所有场所进行现场审核，除非

- The site is a trader corresponding to the Trader definition and only applying for OBP Recycling Organization Standard, or an OBP Brand applying for OBP Brand Standard, where a remote audit may be allowed; or 该场所符合贸易商的定义且仅仅申请OBP回收组织标准，或OBP品牌申请OBP品牌标准，这种情况，允许进行远程审核；或者



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- The organization is being audited on a sampling basis for the following categories: Independent Collectors, Active Collection sites, Storage and processing sites, Small Collectors, Sites for a Multisite Certification, Subcontractor operations and Approved Treatment facilities, in which case the "Determination of sample size and composition" section of OBP CERTIFICATION PROGRAM AUDIT PROTOCOLS shall apply.

组织的以下类别以抽样基础进行审核: 独立收集工、活动的收集场所、存储和加工场所、小收集商、多场所认证的子场所、分包商的操作及批准的处理设施, 这种情况适用《OBP认证方案审核协议》中的“样本大小和组成的确定”部分。

OPERATOR should open whole documents related to the certification to ETKO China inspectors. / 操作方应向ETKO China审核员提供与认证有关的全部文件。

B-1.12. Operator should fulfil described non-conformances within a decided time period. If needed ETKO China organize surveillance audits to approve correction actions. / 操作方应在规定的时间内完成所描述的不符合项的整改。如有需要, ETKO China会组织监督审核以便批准纠正措施。

B-1.13. ETKO China will provide OPERATOR with the necessary documents (application form, applicable standards, etc.) as a part of the application procedure. ETKO China将向操作方提供必要的文档(认证申请表、适用的标准等)作为申请程序的一部分。

B-1.14. In recognition of the changing Regulations / standards the Operator and ETKO China agree that they will undertake whatever steps may, in ETKO China's judgment, be necessary as the result of legal or regulatory decisions affecting the APPLICABLE Standards of production or Mark. / 鉴于不断变更的法规/标准, 操作方和ETKO China同意, 根据ETKO China的判断采取任何必要的措施, 作为影响生产或标识适用法律或监管决定的结果。

B-1.15. ETKO China provides the Operator with at least 90 days' prior written notice before ceasing any or all certification activity or ETKO China voluntarily cease OBP Standard(s) certification activities. Such notice period is not apply if the Operator is withdrawn or suspended for any reason. / ETKO China在中止任何或所有认证业务活动或ETKO China自愿中止OBP认证标准的业务活动前, ETKO China至少提前90天向操作者发出书面通知。如果操作者因任何原因被撤销或暂停认证, 该通知期不适用。

B-2. Rights and Duties of the Operators / 操作方的权利和义务

B-2.1. Operators shall commit to comply with the relevant criteria of the OBP Program standard(s) and any other provisions of the related standard certification program as implementation manual, OBP LOGOS USES AND CLAIMS GUIDELINES, certification procedures, etc. / 操作方应承诺遵守OBP认证方案的相关标准以及相关标准认证程序的任何其他规定, 如实施手册、OBP标识的使用和声明指南、认证程序等。

B-2.2. The operator shall be the non-exclusive license with regard to the ETKO China Mark solely and exclusively for all the identification of products certified according to the APPLICABLE Standards. / 对于ETKO China专有商标, 申请认证组织应是非排他性的被许可人, 仅可用于识别所有根据适用标准认证的产品。

B-2.3. The Operator shall make no representation to any person, persons or group regarding the ETKO China Management / 操作方不能声称可以代表ETKO China管理层的任何个人或团体。

B-2.4. The rights and obligations of this agreement are not assignable by the OPERATOR, whether in conjunction with the sale or transfer of the whole or any part of the OPERATOR's business. The OPERATOR shall not delegate or assign the right to use the Mark to any other individual, firm, group or institution. / 该协议的权利和义务不能由操作方转让, 无论操作方是否出售或转让其经营的全部或任何部分业务, 操作方均不得转让本协议的权利和义务。操作方不得将商标使用权授予或转让给任何其他个人、公司、团体或机构。

B-2.5. The OPERATOR shall maintain in good order all records related to certified products / production / processing, including stock and financial records which enable ETKO China to verify conformity of certified products. All record of the OPERATOR shall be made freely available to ETKO China for audit on an annual basis. / 操作方应该维护与认证产品/以及其生产/加工有关的包括库存和财务记录在内的所有记录保持良好状态, 以便ETKO China能够验证认证产品的符合性。操作方的所有记录应每年提供给ETKO China进行审核。

B-2.6. The operator shall document procedures/instructions describing the methods needed to ensure and control the certified material integrity in production and processing where the absence of such documents could have adverse effects on certified quality. /操作方应编制程序/指引以描述在生产和加工过程中确保和控制认证材料完整性所需的方法。如果没有这些文件, 可能会对认证结果产生不利影响。

B-2.7. Operator shall establish and update appropriate procedures based on a systematic identification of critical processing steps and shall comply with and implement the procedures In particular, operator / 操作方应基于对关键处理步骤的系统识别, 建立和更新适当的程序, 遵守并切实执行该程序。特别是, 操作方应:

- Take precautionary measures to avoid the risk of contamination by unauthorized substances or products; / 采取预防措施, 避免被未经授权(或不纳入认证范围)的物质或产品污染被认证的产品风险;
- Implement suitable cleaning measures, monitor their effectiveness and record these operations; / 采取适当的清洁措施, 监测其有效性并记录这些操作;
- Guarantee that non--- certified products are not placed on the market with an indication referring to the certified material production method / 确保未经认证的产品不会声称使用的是认证材料的生产方法并在市场上出售。

B-2.8. The Operator shall supply to the ETKO China as completely as possible all information requested pertaining to processing operations of the Operator. Such information may include but not be limited to the following: processing operations, packaging and



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labelling operations, storage and handling facilities, inputs, Mass-balance and marketing activities, records etc. / 操作方应尽可能完整地向ETKO China提供所有要求的与操作方的处理运作有关的信息。此类信息可能包括但不限于以下内容:加工操作、包装和标签操作、存储和处理设施、投入物、总量平衡和销售活动和记录等。

B-2.9. The operator shall act in accordance with the APPLICABLE Standards and shall not derogate such standards. / 操作方应按照适用的标准行事, 不得降级执行这些标准。

B-2.10. OPERATOR shall promptly remit fees and charges as established by ETKO China schedule of fees and charges. Violation of this rule may result in suspension or cancellation of the certification. / 操作方应及时汇出ETKO China收费表中规定的费用。违反此规则可能会导致证书暂停或取消。

B-2.11. Failure to comply with the APPLICABLE standards shall be just cause for revocation of rights of the Operator as conferred by this agreement. Operator will not have any right / 不遵守适用标准应成为本协议授予操作方的权利被撤销的正当理由。操作方将没有任何权利去要求继续行使相应的权利。

B-2.12. Operator should open whole documents related to the certification to ETKO China auditors during announced or unannounced surveillance audits, initial audits, or follow-up audits when it is needed. / 在通知或不通知的监督审核、初始审核或跟进审核期间, 操作方的人员应向ETKO China审核员提供与认证有关的全部文件。

B-2.13. Operator should fulfil described nonconformances within a decided time period. If needed ETKO China organizes follow-up audits to approve correction actions. / 操作方应在规定的时间内完成所描述的不符合项的改善。如有需要, ETKO China会组织跟进审核以批准纠正措施。

B-2.14. OPERATOR accepts that ETKO China may at any time use subcontracted services and obtain their consent. ETKO China informs the OPERATOR in advance of outsourcing activities, in order to provide the OPERATOR with an opportunity to object. / 操作方接受ETKO China可以在任何时候使用分包服务并获得他们的同意。ETKO China会在外包活动之前通知操作方, 以便为操作方提供提出反对的机会。

B-2.15. Operator accepts, in the event of infringement or irregularities, the enforcement of the measures of the certified material production rules. Upon suspension, withdrawal, or termination of certification, the operator discontinues its use of all advertising material that contains any reference to it or claims regarding the standard and standard owner organization and takes action as required by the certification procedure. The operator must return all original certification documentation or the destruction of electronically issued certification documents to ETKO China. 如果出现侵权或违规行为, 操作方接受对认证材料生产规则的强制措施。认证证书暂停、撤销或终止时, 操作方终止使用所有包含认证证书信息、任何有关标准和标准所有方的引用或声明的广告材料。操作方必须将所有认证文件的原件或已销毁的电子认证文件退还给ETKO China。

B-2.16. The operator is required to ensure the compliance to the requirements of the relevant regulations and is responsible to ensure that the certified material production / processes is in accordance with the requirements of OBP program certified material production regulations within his and his subcontracted operations. OPERATOR must avoid from any non-compliance and make sure all related parties such as subcontracted producers, processors and other persons to follow and comply the requirements of certified material regulation(s) and standard(s). In the case where activities related to certified material certification are done by subcontractors there are agreements in place. OPERATOR must ensure subcontracted producer and processors compliance to the valid production standards / regulations with an agreement signed among them. In some cases, some steps in the production chain may have been audited by other certification bodies. Nevertheless, ETKO China will also inspect these production units by applying its own procedures and certified material regulations. OPERATOR is responsible to submit the procedures and policies to its subcontracted facility that he has obtained from ETKO China. / 要求操作方确保遵守相关法规的要求, 并负责确认证认材料在其自有场所及其分包商的生产/加工过程符合OBP方案认证材料生产法规的要求。操作方必须避免任何违规行为, 并确保所有相关方, 例如分包的生产商、加工商和其他人员, 都应遵守并执行与认证的材料相关的法规和标准的要求。如果由分包商进行与认证材料认证有关的活动, 则还需与其签署并保存协议。操作方必须确保分包的生产者和加工者遵守有效的生产标准/规定, 并在他们之间签署协议。在某些情况下, 生产链中的某些步骤可能已经由其他认证机构进行了审核。尽管如此, ETKO China还将按照自己的程序和认证材料法规对这些生产单位进行检查。操作方负责将从ETKO China获得的分包设施要求所执行的程序和政策提供给他们。

B-2.17. The operator provides data to and participates in the ETKO China and/or ZPO relevant surveys if called upon to do so. / 如果需要的话, 操作方向ETKO China和(或)ZPO相关调研提供数据并参与相关的调研。

B-2.18. The OPERATOR comply at least, with the following / 操作方至少要遵守以下规定: 4.1.2.2

- The OPERATOR always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the ETKO China; / 操作方始终满足认证要求, 包括在ETKO China进行沟通时要求进行适当的更改;
- If the certification applies to ongoing production, the certified product continues to fulfil the product requirements; / 如果认证适用于正在进行的生产, 则认证的产品需要继续满足相关的产品的要求;
- Provide for the possibility of ZPO nominated personnel being allowed to attend an office assessment of ETKO China as observers. / 规定允许ZPO提名人员可能作为观察员参加ETKO China办公室评估。
- Provide ETKO China, the Accreditation Body or nominated personnel by the relevant Standard Owner the right of conduct or witness an audit and access to all units of the facilities or those of their sub-contractors, access to formulations and manufacturing premises including to units where both certified/claimed products and non-certified/non-claimed products are processed, stored, or administered, if applicable, and to all relevant personnel, documentation, and records, including financial records. In case the operator is a brand, the brand shall ensure that ETKO China may access the brand's own and subcontracted distribution facilities to verify product storage and tracking, including for physical site visits. / 向ETKO China、认可机构或由相关标准所有者指定人员提

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供审核、见证审核和访问设施的所有单位和分包单位及获取配方和访问所有制造场所的权利，包括对认证/认证产品和非认证/认证产品进行加工、存储或管理的单位(如适用)，以及所有相关人员、文件和记录，包括财务记录。如果操作方是品牌商，该品牌商应确保ETKO China可以进入该品牌自己的和分包的分销设施，以验证产品的存储和跟踪，包括实地访问。

OPERATOR shall 操作方应:

- Provide sufficient information to auditors, proving that production processes comply with the relevant requirements. / 向审核人员提供足够的信息，证明生产过程符合相关的要求。
- Ensure the access to the facilities, records; personnel enabling the auditors satisfactorily verify that certified material production systems and processes are maintained. / 确保得以全面检查设施和记录；以使审核员满意并确认可以令人满意地验证已认证的材料的生产系统和过程是否得到维护。
- Maintain the records of certified material production at least for 4years. / 至少将认证材料生产记录保存4年。
- The OPERATOR makes all necessary arrangements for: 1) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and OPERATOR's subcontractors; 2) investigation of complaints; 3) the participation of observers, if applicable; / 操作方为以下各项做出所有必要的安排：1) 进行评估和监督（如果需要），包括规定检查文件和记录，和用相关设备，位置，区域，人员，以及操作方的分包商；2) 投诉调查；3) 观察员的参与（如适用）；
- OPERATOR keeps a record of all complaints made known to the OPERATOR relating to the compliance with certification requirements and to make these records available to the ETKO China when requested; / 操作方应保留所有向操作方提出的是否符合认证要求和描述的投诉的记录，并应要求将这些记录提供给ETKO China;
-takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification, / 针对此类投诉以及影响产品符合认证要求的产品中的任何缺陷采取适当的措施，
-documents the actions taken / 记录所采取的行动
-agree to receive email communication from ZPO and communicate directly with ZPO in regard to certification and Standards. / 同意从ZPO接收电子邮件以作为通信手段，并就认证和标准直接与ZPO沟通。

e) The OPERATOR only makes claims regarding certification consistent with the scope of certification; and following the issuance of scope certificate. / 只有在操作方获得颁发范围证书之后，操作方才仅可以作已获得的认证的声明，但要确保其与认证范围一致。

f) The OPERATOR does not use its product certification in such a manner as to bring the ETKO China into disrepute and does not make any statement regarding its product certification that ETKO China may consider misleading or unauthorized; / 操作方不得使用使ETKO China声名狼藉的方式使用其产品认证标志，也不可以就ETKO China可能会误导，或未经授权的产品认证发表任何声明；

g) If the OPERATOR provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme; / 如果操作方向其他人提供了认证文件的副本，则该文件应全部复制或按照认证方案的规定复制；

h) in making reference to its product certification in communication media such as documents, brochures or advertising, the OPERATOR complies with the requirements of the ETKO China or as specified by the certification scheme; / 在通过通讯介质（例如文件，小册子或广告）提及其产品认证时，操作方应符合ETKO China的要求或认证计划的规定；

i) The OPERATOR complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product; / 操作方必须遵守认证计划中有关合格标记的使用，以及与产品有关的信息中规定的任何要求；

j) The OPERATOR keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the ETKO China when requested, and Global Standard GmbH on request, to take appropriate action with regard to such complaints and any related deviations to the certification requirements found and to document the actions taken; / 操作方应保留所有已知的与遵守认证要求有关的投诉记录，并应按要求将这些记录提供给ETKO China，以及应要求向Global Standard GmbH采取针对这些投诉及与之相关的任何偏差的适当措施，并按认证的要求，记录并保存所采取的措施；

k) The OPERATOR informs ETKO China, without delay, of changes that may affect its ability to conform to the certification requirements, but not limited to changes in the following: / 操作方应立即将可能影响其符合认证要求的能力的变更通知ETKO China，但不限于以下变更：

i. The legal, commercial, organizational status or ownership, / 法律，商业，组织地位或所有权，

ii. Organization and management (e.g. key managerial, decision-making or technical staff), / 组织和管理（例如主要的管理人员，决策人员或技术人员），

iii. Contact address / 联系地址

iv. Scope of operation / 经营范围

v. Major changes to the quality management system and processes and / 质量管理体系和流程的重大变更以及

vi. the environmental and social impact of the certified organization caused by incidents or events (if applicable to the audit scope). 发生的意外或事件对认证组织的环境和社会的影响（如果适用于审核范围）。

l) acknowledge Standard Owner's right to change the Standard and certification requirements and that certification is conditional on conforming to a new or revised version of the applicable Standard and new or revised certification requirements within the



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timeframes established by Standard Owner Organization. / 承认标准所有者有权更改标准和认证要求，并且认证的条件是在标准所有者组织确定的期限内，符合适用标准的新版本或修订版本以及新的或修订的认证要求。

m) consent to ZPO and the accreditation body having the right to observe audits conducted by the auditors. / 同意ZPO和认可机构有权观察审核员正在操作方进行的审核。

n) accept that ETKO China may conduct semi-announced audits, unannounced audits and/or confirmation visits, for the purpose of monitoring the organization's conformity. / 接受ETKO China可以进行半通知审核，不通知审核和/或确认的访问，以便其监视组织的符合性。

o) accept that the accreditation body and Standard Owner Organization also has the right to conduct audits of the client, including semi-announced audits, unannounced audits, and confirmation visits, for the purpose of monitoring ETKO China's conformity with ZPO and accreditation requirements. And also consent to ZPO and the accreditation body having the right to conduct review audits/desk review of data. All of these techniques may be employed for routine assessment, unannounced assessment, and surveillance as well as for investigations in response to concerns, leads, and complaints. Consent to ZPO and the accreditation body having the right for the data reviewing or on-site or remote the visiting Operator's premises for the investigation of leads and complaints. These activities may also be performed with either short notice or without any notice being given to the Operator. All activities are conducted during their working hours by ZPO or accreditation body assigned personnel and contracted personnel who will carry with them clear identification as well as documentation in support of their task. They may be accompanied by personnel from scheme owners, regulators or accreditation body who will also carry clear identification. consent to ZPO and the accreditation body having the right to full access to premises, personnel and information, including documents and any records related to its certified production or certified trade. / 接受认可机构和标准拥有方也有权对操作方进行目的是监控ETKO China是否符合ZPO及认可要求的审核，包括半通知审核、不通知审核和确认访问。并同意ZPO和认可机构有权对数据进行审核/案面审核。所有这些技术都可以用于常规评估、未通知的评估和监视，以及针对关注、线索和投诉的调查。同意ZPO和认可机构有权对数据进行审查、或在现场或远程访问操作方的场所调查线索和投诉。这些活动也可以在短期通知或不向操作方发出任何通知的情况下进行。所有活动都由ZPO或认可机构的评估人员和签约人员在工作时间内进行，他们将携带明确的身份证明以及支持其任务的文件。他们可能由认证标准拥有方、监管部门或认可机构的人员陪同，这些人员也将携带明确的身份证明。同意ZPO和认可机构有权全面访问其被认证的生产或贸易的场所、人员和信息，包括文件和任何记录。

p) accept that the accreditation body and ZPO may become engaged in the case that a complaint or appeal escalates beyond the ETKO China's authority, and agrees to cooperate with investigations. / 接受认证机构以及ZPO可能会在超出ETKO China的权限范围内进行投诉或上诉升级，并同意与调查方合作。

q) The OPERATOR are required communicate the statements given in this contract with all Facilities and Subcontractors that are covered by their Scope Certificates. / 要求操作方将其合同中给出的声明，在范围证书中涵盖的所有设施和分包商可进行与之沟通。

s) Operators acknowledges and agrees that 操作方承认及同意

- (i) information provided to ETKO China regarding the Operator, including an information regarding its facilities and/or its subcontractors, may be shared with ZPO, 提供给ETKO China的关于操作方的信息，包括有关其自身设施和/或其分包商的信息，可以与ZPO分享及共用，
- (ii) ZPO may use Operator information provided by ETKO China for purposes related to Impact Assessment, aggregated volume information etc. without compromising individual data privacy or commercially confidential norms, and ZPO可将ETKO China提供的操作者的信息用于有关影响评估、汇总量信息等相关目的，而不会损害个人数据隐私或商业机密规范，并且

t) OPERATOR confirms keeping records of all complaints received related to compliance with certification requirements and makes these records available to the ETKO China and/or ZPO on request, to appropriate action with regard to such complaints and any related deviations to the certification requirements found an to document the action taken. 操作者确认保存所有收到的与认证要求相关的投诉记录，并根据ETKO China和/或ZPO的要求提供这些记录，针对此类投诉采取适当的行动，并对任何与认证要求相关的偏差进行记录。51.1.2d

B-2.19. Products produced according to the Standard(s) mentioned above will bare indications that does not mislead the purchaser of the product regarding its difference from products which satisfy all the requirements of the Standard(s). If such a misleading is being determined by ETKO China or a third party, ETKO China will write a Major nonconformity to the operator. Operator is responsible to take corrective action against the nonconformity. 根据上述标准生产的产品将带有明显的迹象，以便与不是按上述标准生产的产品有所区别，不会误导产品购买者。如果ETKO China或第三方确定了这种误导性，ETKO China将向操作方写出重大不符合项。操作方有责任对不合格采取纠正措施。

B-2.20. The OPERATOR maybe certified by another accredited certification body. This certification status may be accepted by ETKO China on condition that *the prior certification is evaluated by ETKO China as per relevant procedures. In case prior certification is accepted by ETKO China* the term of this agreement and all rights granted will be valid automatically. Operator may only use ETKO China mark and/or logo upon successful application and evaluation of ETKO China. 操作方可能已经通过另一个认可的认证机构认证。ETKO China可能接受此认证状态，条件是ETKO China按照相关程序对之前的认证进行评估。在ETKO China接受事先认证



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的情况下, 本协议的条款和授予的所有权利将自动生效。操作方只有在成功申请和评估ETKO China后才能使用ETKO China标志和/或标志。

B-2.21. The OPERATOR has to inform ETKO China whether its application / certification was denied / refused / sanctioned by another Certification Body. / 操作方必须通知ETKO China, 其申请/认证是否被另一认证机构拒收/拒绝/约束。

B-2.22. Operator shall be informed of the information provided when required by the law and all other times that information not be disclosed without consent of the operator. Information about the OPERATOR obtained from sources other than the OPERATOR (e.g. complainant, regulators) treated as confidential. 操作方将收到以下通知: 在法律要求的情况下以及在所有其他时间, 所有提供给ETKO China的信息, 除非获得操作方自己的同意, 否则不得披露该信息。从操作方以外的其他来源 (例如投诉人、监管者) 获得的有关操作方的信息被视为机密, 并被保密处理。

B-2.23. For the certification procedure operator is not obliged to be a member of any association or foundation. It is its own choice of operator to have such a membership. / 对于认证程序, 操作方没有义务成为任何协会或基金会的成员。拥有这样的成员资格是操作方自己的选择。

B-2.24. The operator informs ETKO China about any other certifications and Certification Body relationships that share the same scope as the OBP standard(s). By this way misleading use of certificates is to be avoided. / 操作方将与OBP标准具有相同范围的任何其他认证和认证机构关系告知ETKO China。通过这种方式, 可以避免对证书的误导性使用。

B-2.25. The operator discloses all information about any OBP standard(s) certification-related activity with other Certification Bodies. / 操作方向其他认证机构披露有关任何OBP标准认证相关活动的信息。

C- Surveillance Audits and Follow-up Audits: / 监督和跟进审核:

After the initial audit ETKO China conducts surveillance audits according to the content of the project anytime is needed. The frequency of the audit visits depends on the products, production, and processing practices. The frequency of the surveillance audits may be informed to certified operations after the initial audit. Unannounced audits and follow-up audits are required according to the certified material Production Regulations, therefore OPERATOR accepts and makes use of all necessary documents and shows all production and processing facilities during the unannounced audits and follow-up audits. The OPERATOR is responsible to pay the extra costs due to surveillance/unannounced/follow-up audits. / 首次审核后, ETKO China可根据项目内容随时进行监督审核。审核访问的频率取决于产品、生产和加工实践。监督审核的频率可在初次审核后通知已认证的操作方。根据经认证材料的生产条例, 需要进行不通知审核和跟进审核, 因此操作方接受并使用所有必要的文件, 并在未通知审核和跟进审核期间展示所有生产和加工设施。操作方有责任支付因监督审核/不通知审核/跟进审核而产生的额外费用。。

D- FEES / 费用

The annual contribution to be paid by the OPERATOR is described with ETKO China Fee Structure for which the breakdown will be listed in the quotation sheet provided by ETKO China. / 操作方每年要缴纳的费用已描述在ETKO China的费用结构里, 并会在ETKO China提供的报价单里列出明细。

OBP NEUTRALIZATION CERTIFICATE and Labelling Approval fees are to be paid by the operator as calculated from the Cost Estimate. OBP中和证书费和认证标签批复费, 操作者需按ETKO China给出的费用报价支付。

Payment Conditions / 付款条件

The annual contribution will be stated in the quotation sheet provided by ETKO China upon the certification and audit application from the operator. 年度缴费明细将会列明在ETKO China收到认证和审核申请时提供的报价单上。

Payments shall be transferred to the bank account as indicated in the quotation sheet provided by ETKO China. 相关费用需要支付到ETKO China提供的报价单上注明的收款账户。

Payments must clearly indicate "Name of the company or person" who transfer the money and "the reason of the payment" / 付款必须清楚地注明“汇款人的公司或个人名称”和“付款原因”

Operator must burn the transfer cost charged by the sending and receiving banks. / 操作方必须承担收款银行收取的转账费用。

ETKO China will not start audit and evaluation procedures until the settlement of the fees in the cost estimate provided by the Operator. / 在操作方结清相关的费用结算之前, ETKO China将不会启动审核和评估程序。

When ETKO China cancels the audit due to its own reasons, all fees are reimbursed to the Licensee. / 当ETKO China因自身原因取消审核时, 所有费用均退还给支付方。

The date of the audit visit is communicated to you by ETKO China in writing. This notification may be not made for unannounced audits. / ETKO China将审核访问的日期以书面形式告知您。此类通知不适用于不通知审核。

ETKO China may send more than one auditor at once when it is needed. / ETKO China可能在需要时一次派遣多名审核员。

In case the application is cancelled by the Operator after the contract is signed:



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倘若操作者在签署此份合同后要求取消此认证申请:

- a) If the audit date has not yet been scheduled, 85% of the payment specified in the contract will be refunded to the payer. 如果审核日期还没有预定, 则合同中规定的支付款项的85%将会退还给付款方。
- b) If the audit date has been scheduled and the cancellation request is made more than 7 calendar days in advance of the scheduled audit date, 85% of the payment specified in the contract will be refunded to the payer. 如果审核日期已经预定而取消认证申请的要求是在既定审核日期前早于7个日历天提出的, 则合同中规定的支付款项的85%将会退还给付款方。
- c) If the audit date has been scheduled and the cancellation request is made 7 calendar days or less in advance of the scheduled audit date, 70% of the payment specified in the contract will be refunded to the payer. 如果审核日期已经预定而取消认证申请的要求是在既定审核日期前7个或少于7个日历天内提出的, 则合同中规定的支付款项的70%将会退还给付款方。
- d) If the audit date has been scheduled and the operator requests to postpone the audit, but the request is made less than 7 calendar days in advance of the scheduled audit date(s), a surcharge of 15% of the payment specified in the contract will be billed to the operator. 如果审核日期已经预定但申请方要求推迟审核的, 而推迟审核的要求是在既定审核日期前7个或少于7个日历天内提出的, 则另外收取合同中规定的支付款项的15%的附加费。
- e) If the application is cancelled during or after the audit, the full payment specified in the contract will not be refunded. 如果取消认证申请的要求是在审核发生时或审核完成后提出的, 则合同中规定的支付款项全部不予退还。

Parts A, B, C and D of this contract are understood and acknowledged / 理解并承认本合同的A, B, C和D部分:

Operator Representative's name and surname / 操作方代表姓名 Date / 日期:	Signature and Stamp / 签名和盖章
ETKO China Representative's name and surname / ETKO China 代表姓名 Date / 日期:	Signature and Stamp / 签名和盖章