

- 1. ETKO guarantees its OPERATORS to do a good service related to its responsibilities. / ETKO向客户保证提供与其职责相关的优质服务。**
- 2. ETKO shall supply to the OPERATOR GOTS &TE Standards and all information necessary for the establishment of an operation adequate to meet the APPLICABLE Standards on the website. / ETKO向客户提供GOTS和TE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。**
- 3. This agreement grants ETKO the right to exchange information with other accredited certification bodies and/or authorities (approval bodies or accreditation bodies) including the Global Standard GmbH and TE to verify the authenticity of the information, especially the certification status of certified products, as part of its ongoing evaluation. D1.1.14b- 5.1.1.2f / 该协议授予ETKO与其他认可的认证机构和/或包括Global Standard GmbH和TE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。 D1.1.14b- 5.1.1.2f。**
- 4. ETKO shall issue certificates designated Transaction Certificate upon request of the OPERATOR. Issuance of said certificates will be at the sole discretion of ETKO and will be issued only when accompanied by required verification and remittance of proper fee. / ETKO应根据客户的请求签发指定的交易证书。上述证书的签发将由ETKO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。**
- 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客户的权利被撤销的正当理由。**
- 6. All information acquired by ETKO regarding operations of the OPERATOR shall not be disclosed by ETKO to any employee or consultant or subcontractor or committee members or specialists, etc. unless they are bound by a confidentiality agreement. ETKO shall have no obligation with respect to non-disclosure of the above information if such information is public domain, is previously known to ETKO 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客户运营的所有信息。如果上述信息属于公共领域，ETKO或其代理此前已知晓，或已从非保密义务的第三方处善意获得，则ETKO不承担不披露上述信息的义务。**
- 7. ETKO shall not be liable for any act of omission or commission or violation of APPLICABLE Regulation(s) / Standards, rules, or by laws of ETKO by the OPERATOR, their related parties, successors and assignees and the OPERATOR shall hold harmless ETKO in all matters relating to this agreement. / 对于客户，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规章的行为，ETKO不承担任何责任，并且客户应使ETKO在与本协议有关的所有事项中不受损害。**
- 8. ETKO 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, will be submitted for written approval and must receive written approval prior to the use of the Mark. / ETKO将向客户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。客户同意，除ETKO提供的标签示例外，商标的所有使用都应提交给ETKO书面批准，并且在使用商标之前必须获得ETKO的书面批准。**

**9.** The OPERATOR may have been certified by another accredited certifier. This certification status may be accepted by ETKO on condition that the prior certification is evaluated by ETKO as per relevant procedures. In case prior certification is accepted by ETKO the term of this agreement and all rights granted will be valid automatically. OPERATOR may only use ETKO mark and/or logo upon successful application and evaluation of ETKO. / 客户可能已经由另一位认可的认证机构认证。ETKO可以接受此认证状态，但前提是ETKO按照相关程序评估了先前的认证。如果ETKO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。客户只能在ETKO成功申请和评估后，才能使用ETKO标识和/或商标。

**10.** OPERATOR shall be informed of information provided when required by the government 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. /客户应被告知政府要求提供的信息，以及未经客户同意不得披露的所有其他信息。从客户以外的来源（如投诉人、监管机构）获得的有关客户的信息被视为机密。

**11.** ETKO 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 SC, ETKO has the right to make audit all sites on-site annually, unless; ETKO有权在需要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有权每年对所有场所进行现场审核，除非

- The site is a trader or a distributor, where a remote audit may be allowed; 某场所是贸易商或分销商，可能允许远程审核;
- The organization is managing a supply chain group certification, in which case CCS-106 Policy for Supply Chain Group Certification shall apply; or 组织在管理供应链集团认证，在这种情况下，应适用CCS-106供应链集团认证政策;或
- The organization is being audited on a sampling basis, in which case the CCS-107 Policy for Multi-Site Certification with Sampling of Sites shall apply. 对组织进行抽样审核，在这种情况下，CCS-107多场所认证和现场抽样政策应适用。

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

**12.** Operator should fulfil described non-conformances within a decided time period. If needed ETKO organize surveillance audits to approve correction actions. / 客户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会组织监督审核以便批准纠正措施。

**13.** ETKO will provide OPERATOR with the following documents as a part of the application procedure. “GP 33 ETKO Certification Services\_Private Standards”, TI 14 “Fee Structure” and APPLICABLE Regulation(s) and/or Standard(s) / ETKO将向客户提供以下文件作为申请程序的一部分。“GP 33 ETKO认证服务\_私有标准”，TI 14“费用结构”以及适用的规则和/或标准。

**14.** In recognition of the changing Regulations / standards the Operator and ETKO agree that they will undertake whatever steps may, in ETKO’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，客户和ETKO同意，根据ETKO的判断采取任何必要的措施，作为影响生产或标识适用标准的法律或监管决定的结果。

**15.** ETKO provides the Operator with at least 90 days’ prior written notice before ceasing any or all certification activity or ETKO voluntarily cease Global Standard gGmbH and/or TextileExchange Standard(s) activities. Such notice period does not apply if the Operator is withdrawn, suspended or

involuntary ETKO licensing withdrawal (e.g. withdrawal of ETKO accreditation by the accreditation body) for any reason. / ETKO在停止任何或所有认证活动或ETKO自愿停止全球标准gGmbH和/或TE可持续纺织促进会标准活动之前，至少提前90天向客户提供书面通知。如果客户因任何原因被撤回、暂停或非自愿撤回ETKO许可（例如认可机构撤销ETKO认可），则不适用该通知期。

**16.** In accordance with “ASR 106”,GOTS certified inputs will not be allowed to be received at OCS certified sites if all GOTS TC data providing traceability to the Original farm source and farm SC data cannot be obtained. In addition, it will not be allowed to supply inputs from suppliers that do not have OCS certification.” /根据“ASR 106”，如果无法获取可追溯至源头农场的所有GOTS TC数据的可追溯性文件和农场SC数据，将不允许在OCS认证的场所接收GOTS认证的原料作为生产投入。此外，它将不被允许从没有OCS认证的供应商那里供应原料。