

1. In order for the Certification Client to fulfill the requirements and create a suitable production plan, ETKO shall publish the applicable BCI Regulations and/or Standards on its website. 为使认证客户满足要求并制定适宜的生产计划，ETKO将在其官网公布适用的《良好棉花倡议（BCI）条例》及/或标准。
2. The Certification Client shall not transfer the right to use the certification Trademark to any other individual, company, group or institution or assign them the use of the Trademark. 认证客户不得将认证标志使用权转让或授权予任何其他个人、公司、团体或机构。
3. The Certification Client shall keep all records in order, including stock and financial records that shall enable ETKO to grant BCI product approval. The Certification Client shall make all records freely available to ETKO for annual review and control. 认证客户应妥善保存所有记录（包括库存及财务记录），以确保ETKO能核准BCI产品。认证客户应无条件向ETKO提供全部记录，以供年度审核与监管。
4. The Certification Client shall provide ETKO with all relevant information requested regarding the Certification Client's production practices and/or processing operations (where applicable) as fully as possible. 认证客户应尽可能完整地向ETKO提供所要求的、与其生产实践及/或加工操作（如适用）相关的全部信息。
5. The Certification Client shall pay the fees and expenses determined by the ETKO fee and expense schedules on time. Violation of this rule may result in the suspension or cancellation of certification. 认证客户应按期支付ETKO费用标准表规定的费用。违反本条可能导致认证暂停或撤销。
6. Failure to comply with the applicable Regulation(s)/Standards and the terms and conditions of the certification contract signed with ETKO shall constitute grounds for the revocation of the Certification Client's rights granted under the contract. 认证客户如未遵守适用条例/标准及与ETKO签署的认证合同的条款，ETKO有权撤销认证合同授予认证客户的一切权利。
7. ETKO shall not be responsible for any violation or disregard of the applicable Regulation(s)/Standards, rules or statutes of ETKO by the Certification Client, its related parties, successors and assigns, and in such case, the Certification Client shall not hold ETKO liable in respect of matters related to the certification contract signed with ETKO. ETKO不对认证客户及其关联方、继承方或受让方违反适用条例/标准、ETKO规则或法规的行为承担责任；在此情况下，认证客户不得就与ETKO签署的认证合同相关事项追究ETKO责任。
8. The Certification Client may have been certified by another accredited control organization. The status of the previous certification may be accepted if it is evaluated by ETKO according to the relevant procedures. In case of acceptance of the previous certification by ETKO, the terms of the agreement and the rights granted by the certification contract signed between ETKO and the Certification Client shall automatically apply. The Certification Client may use the ETKO stamp and/or logo following ETKO's approval. ETKO and the Certification Client shall have the right to terminate the certification contract by giving written notice of reason. Upon termination of the certification contract with ETKO, the Certification Client agrees to cease using the ETKO Brand and return the issued certification documents. The Certification Client accepts the criteria defined in the 'GP 05 Objections, Complaints and Disputes' procedure published on the ETKO website regarding the issues related to the complaint process. 认证客户可能已获得其他认可监管机构的认证。若经ETKO按相关程序评估，其原有认证状态可被采纳。若ETKO采纳原有认证，则ETKO与认证客户所签署的认证合同规定的议条款及授予的权利将自动适用。认证客户经ETKO批准后可使用ETKO徽章及/或标识。ETKO与认证客户均有权以书面说明理由终止认证合同。合同终止后，认证客户同意立即停止使用ETKO品牌标识并归还已颁发的认证文件。认证客户接受ETKO官网公布的《GP 05异议、投诉及争议处理程序》中关于投诉流程的相关标准。
9. In the event of the entry into force of the amended Regulation(s)/Standards, the Certification Client shall agree to take the necessary steps, at ETKO's discretion, as a result of the decisions regarding the applicable production Regulation(s)/Standards or the legal or regulatory issues affecting the BCI Brand. 修订后的条例/标准生效后，认证客户应同意根据ETKO的要求，就适用生产条例/标准或影响良好棉花（BCI）品牌的法律法规问题采取必要措施。
10. All information obtained by ETKO regarding the activities of the Certification Client shall not be disclosed by ETKO to employees, consultants or contractors subject to a confidentiality agreement. ETKO shall not assume any liability for non-disclosure of such information if such information has become publicly available, was previously known by ETKO or its representatives or was obtained in good faith from third parties who are not subject to a confidentiality obligation. ETKO获得的与认证客户活动相关的所有信息，均不得向受保密协议约束的员工、顾

问或承包商披露。若该等信息已为公众所知悉、ETKO或其代表事先知晓、或ETKO善意从无保密义务的第三方处获取，ETKO不承担未披露该等信息的任何责任。

11. The Certification Client shall not be disclosed without the consent of the Certification Client at other times when the information is requested by law and shall be informed. 4.5.2. Information about the Certification Client obtained from sources other than the Certification Client (i.e. complainants, regulators) shall be kept confidential. 4.5.3 非经认证客户同意，其信息不得披露；但法律要求提供信息时除外，且认证客户应被告知。从认证客户以外的渠道（如投诉方、监管机构）获得的信息应予以保密。
12. The Certification Client must describe the non-conformities in detail within the agreed time period. ETKO has the right to carry out checks to see if appropriate corrective actions have been taken, if necessary. 认证客户必须在约定期限内详细陈述不符合项。必要时，ETKO有权核查是否已采取适当的纠正措施。
13. The Certification Client accepts that ETKO may use subcontractor services at any time and obtain their consent. ETKO shall inform the Certification Client in advance of the outsourcing (laboratory, etc. subcontractor) activities in order to give the Certification Client the right to object. 认证客户同意ETKO可随时使用分包商服务并获取其同意。ETKO应提前告知认证客户外包活动（如实验室等分包服务），以便认证客户行使异议权。
14. Upon suspension or cancellation of certification, the Certification Client shall cease using all advertising materials containing references to the certification of certified products. In addition, the certificate and certification documents shall be returned. The Certification Client shall ensure compliance with the requirements of the relevant Regulation(s) and standard(s) and shall be responsible for ensuring that certified production/processes comply with the certified production Regulation(s) and standard(s). The Certification Client shall avoid any non-compliance and ensure that all relevant parties, such as subcontracted producers, Certification Clients and other persons, observe and comply with the requirements of the regulation(s) and standard(s). If activities related to certified certification are carried out by subcontractors, agreements must be made with them. The Certification Client shall be obliged to ensure that the producers and businesses to which it has subcontracted comply with the applicable production standards/regulations. In some cases, some steps in the production chain may have been inspected by other control bodies. However, ETKO shall also inspect these production units by applying its own procedures and Regulations. The Certification Client is responsible for communicating the procedures and policies obtained from ETKO to its subcontractor units. 当认证被暂停或撤销时，认证客户必须立即停止使用所有提及认证产品资质的宣传材料，并归还相关认证证书及文件。认证客户应确保符合相关法规和标准要求，并有责任保证认证生产/加工流程符合认证产品相关法规及标准规定。认证客户须杜绝任何违规行为，确保分包生产商、合作方等所有相关方严格遵守法规及标准要求。若认证相关活动由分包商实施，必须与其签订书面协议。认证客户有义务确保其分包的生产商及企业符合适用的生产标准及法规。在某些情况下，生产链中的某些环节可能已通过其他监管机构检查，但ETKO仍将依据自身程序及法规对这些生产单元进行核查。认证客户负责将ETKO的相关程序及政策传达至其所有分包单位。
15. The Certification Client shall comply with the label and logo usage conditions of the Regulations and standards related to the implemented certification programs for the labels and logos to be used on certified products. The Certification Client accepts that in the event of a relevant non-conformity, it shall be subject not only to the sanctions defined in the ETKO Procedures but also to the sanctions included in the relevant Regulation(s) and standard(s). The logos and labels indicating the certified product may be used if they comply with the conditions specified in the relevant Regulation(s) and standard(s). The Certification Client shall be responsible for any non-conformities and legal issues that may arise from the incorrect use or misuse of the certified logos and labels. 认证客户须严格遵守所实施认证计划相关法规及标准对认证产品标识和标志的使用规定。认证客户确认，若发生相关不符合项，将同时承担ETKO程序规定的处罚措施及适用法规和标准中的处罚条款。认证产品标识和标志仅在符合相关法规和标准规定条件时使用。认证客户应对因错误使用或滥用认证标志和标识所产生的一切不符合项及法律问题承担全部责任。
16. The Certification Client shall only make any claims as per the relevant “Better-Cotton-Claims-Framework” and scope of their certificate. All Claims covered by the Claims Framework as well as any additional messaging about BCI outside of its scope, made by Retailer/Brand Members shall be reviewed by the BCI Claims Team prior to use, unless stated otherwise herein. The BCI Claims team receives Claims submissions for review and provides a response directly via myBetterCotton. Detailed instructions and guidance on submitting Claims are available on “<https://my.bettercotton.org/s/resources/topic/OTO4H00000kF9DWAU/claims-guidance>”. For other

organisation types, Claims are deemed to be conformant if they meet the applicable requirements outlined in the Claims Framework. Any Claims that fail to meet these requirements shall be considered Nonconforming Claims (NCCs). BCI reserves the right to request offending organisations to remove NCCs, make amendments, and/or to pursue legal action against any organisation who engages in making NCCs. Additionally, BCI may implement a formal Claims approval process for organisations found to be making NCCs. 认证客户必须严格遵循《良好棉花声明框架》及其认证证书范围进行声明。除另有规定外，零售商/品牌成员提出的所有声明（包括《良好棉花声明框架》内的声明及超出范围的BCI相关附加宣传内容）均须经BCI声明团队预先审核后方可使用。BCI声明团队通过myBetterCotton平台接收声明材料并直接反馈审核结果，具体提交指引详见：

<https://my.bettercotton.org/s/resources/topic/OTO4H00000kF9DWAU/claims-guidance>. 对于其他的组织类型，若其声明符合《良好棉花声明框架》规定要求，则视为合规声明；凡不符合要求的声明，均将被认定为“不合规声明”（NCC）。良好棉花发展协会保留以下权利：要求违规组织立即撤除不合规声明并进行整改，对持续发布不合规声明的组织采取法律追责措施，对存在违规记录的组织实施强制性的声明预审制度。Note: ‘Claim’ means any explicit or implicit communication, statement or assertion made in writing; by using imagery including, but not limited to, logos; or by any other means including weblinks or QR codes made by an organisation on any Channel which relates to BCI or the BCI Standards and includes all Claims outlined in the “Better-Cotton-Claims-Framework”. “声明”指组织通过任何渠道（包括但不限于书面形式、使用标识等图像、网络链接或二维码等方式），就BCI（良好棉花发展协会）或其标准所作出的明示或暗示的沟通、陈述或主张，涵盖《良好棉花声明框架》所规定的所有声明内容。

17. The Certification Client shall comply with at least the following points: 认证客户须至少遵守以下规定
- The Certification Client shall always comply with the certification requirements, including making appropriate changes when notified by ETKO; 应持续满足认证要求，包括在收到ETKO通知时及时作出相应调整；
  - The Certification Client agrees that ETKO shall share audit data with Better Cotton; 同意ETKO与良好棉花发展协会（Better Cotton）共享审核数据；
  - The Certification Client acknowledges and agrees that ETKO and Better Cotton have the right to request records and documents deemed necessary for audit purposes or to verify compliance with the Standard; 确认并接受ETKO及良好棉花发展协会有权调取审核所需或用于标准符合性验证的任何记录及文件；
  - If the certification is to be applied to an ongoing production, the certified product continues to meet the product requirements; 若认证适用于连续性生产，须确保认证产品始终符合相关产品标准要求；
  - It shall ensure that Better Cotton and/or the Accreditation Body visits the service provided to the producer by ETKO, where necessary and applicable, on-site and obtain the necessary information regarding the audit carried out by ETKO. It shall also allow access to the documents and facilities used in the production of the certified products for the purpose of examination and copying during unannounced audits/visits during normal working hours. 应允许良好棉花发展协会和/或认可机构在必要时对ETKO提供认证服务的企业进行实地核查，并获取ETKO审核的相关信息。同时，认证客户应允许认证机构在正常工作时间内进行突击审核/检查时，查阅和复印用于认证产品生产的相关文件及进入生产场所。
  - During an audit carried out in relation to non-conformance and/or complaint investigation audits, with or without notice; Responsible for showing all relevant documentation and records during normal business hours. The Certification Client shall:  
在针对不符合项和/或投诉调查开展的审核中（无论是否提前通知），认证客户须在工作时间内负责出示所有相关文件及记录，并应：
    - Provide sufficient information to the inspectors to demonstrate that the production processes comply with the relevant requirements. 向检查人员提供充分信息，证明生产过程符合相关要求；
    - Provide access to the facilities, records and personnel that enable the inspectors to satisfactorily verify that the documented production systems and processes are maintained. 开放生产场所、记录及人员接触权限，确保检查人员能有效核实文件化生产体系及流程的执行情况；
    - Retain documented production records for at least 3 years. 保存生产记录文件至少3年；
    - This agreement grants both ETKO and the responsible authorities the right to access all relevant facilities, including non-documented production facilities in the unit or relevant units, and all relevant personnel,

records and documents, including financials. 本协议授予ETKO及主管当局以下权利：可进入包括未建档生产场所在内的所有相关设施，接触所有相关人员及记录文件（含财务资料）；

- The Certification Client must make all necessary arrangements for 1) control and (if necessary) supervision, including access to the equipment, premises, area(s), personnel and subcontractors of the Certification Client, related to the examination of documentation and records; 2) investigation of complaints; 3) participation of other observers, if appropriate. 认证客户必须为以下事项做好必要安排：1) 文件记录审查相关的管控及（必要时）监督工作，包括开放设备、厂房、区域、人员及分包商的访问权限；2) 投诉调查；3) 其他观察员的参与（如适用）。

- g) The Certification Client accepts the criteria defined in the 'GP 31 Anti-Bribery and Anti-Corruption Policy' procedure published on the ETKO website regarding bribery and corruption (The relevant procedure can be accessed from the "ETKO Documents" tab in the title by selecting the relevant program title from the "Accreditation" section on the ETKO website.) 认证客户接受ETKO官网发布的《GP 31反贿赂与反腐败政策》中关于贿赂和腐败的相关标准；
- h) The Certification Client cannot use the product certification in a way that shall damage ETKO's reputation and shall not make any statements regarding the product certification that ETKO may find misleading or unauthorized; 认证客户不得以损害ETKO声誉的方式使用产品认证，且不得就产品认证作出任何ETKO认为具有误导性或未经授权的声明；
- i) The Certification Client accepts the sanctions required by the relevant production rules in case of any intentional or unintentional non-compliance with the BCI Chain of Custody Standard and the rules in the related normative documents, including the Content Claim System, BCP terms and conditions and Better Cotton membership requirements. Upon suspension, withdrawal or termination of certification, the Certification Client shall cease use of all advertising materials referring to the certification and take the action required by the certification scheme (i.e. return the certification documents) and take any other necessary measures; 认证客户接受在有意或无意违反BCI监管链标准及相关规范性文件（包括含量声明体系、BCP条款与条件及良好棉花会员要求）时，相关生产规则所要求的处罚措施。若认证被暂停、撤销或终止，认证客户应立即停止使用所有提及该认证的宣传材料，并采取认证方案要求的措施（如退还认证文件）及其他必要行动；
- j) If the Certification Client provides copies of the certification documents to others, the documents shall be copied in full and in the manner specified in the certification plan; 若认证客户向他人提供认证文件副本，须完整复制文件内容，并严格按照认证方案规定的方式进行；
- k) Whenever reference is made to product certification in communication media such as documents, brochures or advertisements, the Certification Client shall comply with the ETKO requirements or those specified in the certification plan; 在文件、宣传册或广告等传播媒介中提及产品认证时，认证客户须符合ETKO要求或认证方案中的具体规定；
- l) The Certification Client shall comply with all requirements set out in the certification criteria regarding the use of conformity markings and information on products; 认证客户须遵守认证标准中关于符合性标志及产品信息使用的所有要求。
- m) The Certification Client shall keep records of all complaints reported regarding compliance with certification requirements and shall make these records available to ETKO upon request; 认证客户应完整记录所有涉及认证要求符合性的投诉，并应ETKO要求随时提供相关记录：
  - 1) Take appropriate action against such complaints and any defects detected in products affecting compliance with certification requirements; 针对此类投诉及任何影响认证符合性的产品缺陷采取整改措施；
  - 2) Document the activities carried out. 完整记录所实施的整改活动。
- n) The Certification Client shall promptly notify ETKO of any changes that may affect compliance with certification requirements.

认证客户须及时向ETKO通报任何可能影响认证符合性的变更事项。

NOTE: Examples of changes may include:

注：可能涉及的变更事项包括但不限于：

Legal, commercial, structural status or ownership,

法律、商业、组织架构或所有权变更；

Organization and management (i.e. key management, decision makers or technical personnel),

组织及管理层变动（包括关键管理人员、决策人员或技术人员调整）；

Changes in product or production method,

产品或生产方法变更；

Contact address and manufacturing facilities,

联系地址及生产设施变更；

Significant changes in the quality management system.

质量管理体系重大变更。

- o) The Certification Client acknowledges and agrees that Better Cotton has the right to access all Better Cotton Audit Reports, supporting evidence, documentation status and corrective actions; 认证客户确认并同意，良好棉花发展协会有权查阅所有良好棉花审核报告、佐证材料、文件状态及整改措施记录；
- p) The Certification Client acknowledges and agrees that Better Cotton has the right to make data requests consistent with Better Cotton Producer or Chain of Custody standards and data requirements; 认证客户确认并同意，良好棉花发展协会有权依据良好棉花生产者标准或监管链标准要求索取相关数据；
- r) The Certification Client acknowledges and agrees that Better Cotton and Better Cotton strategic partners have the right to conduct witness audits (including access to relevant documents and facilities); 认证客户确认并同意，良好棉花发展协会及其战略合作伙伴有权开展见证审核（包括查阅相关文件及进入生产场所）；
- s) The Certification Client acknowledges and agrees that Better Cotton has the right to request other documentation from the Certificateholder as required. 认证客户确认并同意，良好棉花发展协会有权要求证书持有方提供其他必要文件。
18. The Certification Client (processor, producer, importer etc.) may process or use certified products, raw materials and inputs within the scope of the relevant Regulation(s) and/or Standard(s) requested by the certification. It is the responsibility of the Certification Client to ensure that the certified products it intends to use are permitted under the relevant Regulation(s) and/or Standard(s) within the scope of the certification. ETKO shall verify the certified products used during the control. 认证客户（加工商、生产商、进口商等）可在认证要求的法规和/或标准范围内加工或使用经认证的产品、原材料及投入物。认证客户有责任确保其拟使用的认证产品符合相关认证法规和/或标准的规定。ETKO将在监管过程中对使用的认证产品进行核验。
19. As part of the application procedure, ETKO shall provide the Certification Client with the applicable Regulation(s) and/or Standard(s) and the ETKO documents required to be shared accordingly. 作为申请程序的一部分，ETKO将向认证客户提供适用的法规和/或标准以及需要相应共享的ETKO文件。
20. In the event that any provision of the certification contract signed between ETKO and the Certification Client is removed due to any law, regulation or non-compliance with the applicable Regulation(s) and/or Standard(s), the other provisions of the contract shall not be affected. 若ETKO与认证客户签署的认证合同中任何条款因法律、法规或不符合适用法规和/或标准而被撤销，合同项下其他条款的效力不受影响。
21. ETKO is committed to providing quality service to its entrepreneurs regarding its responsibilities. ETKO承诺就其职责范围向企业客户提供优质服务。