

Application for Certification

认证申请

UV Standard 801

to the institute/受理机构

<p>TESTEX AG Gotthardstrasse 61, P.O.Box 2156 CH-8027 Zürich</p> <p>Tel. 41 44 206 42 42 Fax: +41 44 206 42 30 zuerich@testex.com</p>
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New certification/新认证 Re - Certification/续期认证

1. Applicant/申请者:


<p>Company name 公司名称 Address 地址</p> <p>☎电话 Fax 传真 E-Mail 电子邮箱 Contact person 联系人</p>	
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- Retailer 零售商 Wholesaler 批发商 Textile finishing industry 纺织整理业 Others 其他:
 Chain of retailers 连锁零售商 Textile industry 纺织业 Clothing industry 服装业

2. Product description 产品描述

The following details and type of manufactured product (**please mark**): are required for testing and certification and shall be given for each consumer product. **Please note, that you will receive the certificate only for the designated products below.** 需要测试和认证的产品详情和类型见下:

请注意:认证产品仅为本申请表中确认的产品。

<p>Article group Clothing textiles 服装纺织品</p> <p><input type="checkbox"/> Fabric on its own 服装用面料 <input type="checkbox"/> Clothing with following description 服装</p>	<p>Article group Shading textiles 遮阳纺织品</p> <p><input type="checkbox"/> Fabric on its own 遮阳产品用面料 <input type="checkbox"/> Sun shade product with following description 遮阳产品</p>
<p>Article - no. of producer 出厂时产品编号: Design 设计 Material composition 材料成分: Fabric weight (g/m²)面料克重: Finishing 整理类型: Coating 涂层类型: Care label 水洗标:</p>	<p></p>
<p>Colours 颜色:</p>	

3. Undertaking 承诺

With the legally binding signature on this application we undertake and declare that

基于本申请表中进行了具有法律效力的签字，我公司承诺并申明：

- the specified conditions of the currently valid UV Standard 801 are well known and are being observed
了解并遵守现行有效的 UV Standard 801 特殊要求。
- the specified conditions for the UV Standard 801 label are well known and are being observed
了解并遵守 UV Standard 801 标识的特殊要求。
- the product to be certified has been described as accurately as possible with reference to material composition, weight per square metre, colour, finish, coating and care labelling, provided these parameters cannot be verified by one or more test reports from accredited testing institutions
对于认证的消费产品的材料成分、每平方米克重、颜色、整理工艺、涂层和水洗标识，如无法提交拥有资质的测试机构的一个或多个测试报告给与证明，将尽可能按照产品实际情况进行准确申报。
- an appropriate quantity of samples is given to an Institute of the International Testing Association for Applied UV Protection if the test is still outstanding
如测试仍未完成，则应向应用紫外线保护国际检定协会的成员机构提交足够数量样品进行测试。
- a declaration of conformity in connection with the certification application is provided
连同申请表一起提交一份合格承诺书。
- the Institute of the International Association which processed the application or issued the certificate will be informed before production or the consumer product is changed and that the change will only be implemented following written consent of the Institute
生产或认证的消费品发生变化前，需书面通告受理认证或颁发证书的协会成员机构。变化只有在获得受理机构的认可后才有效。
- all required measures and precautions will be taken to ensure that the manufactured products correspond to the certified sample and that an appropriate quality-management system will be set up, including, in particular, regular product inspections and their documentation
实施所有要求的质控措施和预防措施，确保生产产品品质与送检且获证产品品质一致。建立质量管理体系，尤其建立定期产品抽查机制，并进行相关文件记录。
- a representative of the International Testing Association for Applied UV Protection is allowed to take samples from current production
应用紫外线保护国际检定协会代表或成员机构有权在生产线上进行取样。
- the costs for any required monitoring tests will be assumed.
承担任何监督测试而产生的费用。

Description of the quality assurance measures 质量保证措施的描述：

4. Declaration of consent - publication of DATA 许可说明-信息发行

Yes 是 No 否

The applicant agrees that the company data (company name, address, contact person, e-mail address, website, phone and fax number, as well as description/type of article) are published in a list of references also published on the internet at the website of the International Testing Association for Applied UV Protection.

申请者同意将公司的信息（公司名称、地址、联系人、电子邮箱、网址、电话和传真，产品描述/类型）列入认证企业清单公布在应用紫外线保护国际检定协会网站上。

The applicant also declares with the signature the agreement with the general terms and conditions of Testex AG (see appendix 1).

本公司声明同意签署 Testex AG 的一般术语和条款（详见附件 1）

Place 地点, Date 日期

Legally binding signature
具有法律效力的签名

Declaration of Conformity

We 我们(name and address of the applicant 申请者名称和地址)

Company name 公司名称 Address 地址	
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hereby declare on our sole authority that all manufactured and/or sold articles of the consumer product described in more detail below (description, article number, composition, etc.)

在此郑重承诺, 所有生产和/或销售的包含详细信息的下述产品 (产品描述、规格、成分等)

Article no.产品编号 : Description 描述: Material composition 材料成分: Fabric weight 克重(g/m ²) Colour(s)颜色	
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to which this declaration refers, correspond to the 即此申明中所指产品, 均符合

Requirements of the UV Standard 801 UV Standard 801 要求

and will conform to the sample for which an application for certification for the UV Standard 801 label has been submitted to 并向下列机构提交所述产品 (产品获证后将悬挂 UV Standard 801 标识)。

TESTEX AG
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In the case that the certificate/label is passed on to customers, it is guaranteed that it is exclusively used with the certified material in its period of validity. Content and layout of the label and hangtag must not be altered in any way.

UV Standard 801 证书/标识提供给客户, 则需保证在证书有效期内仅用于获证产品。且标识的内容和设计, 以及吊牌不得随意改动。

If the certified article is modified during making-up in such a way that it may probably have a negative effect on the ultraviolet protection factor (e.g. by mesh applications and alike) the ready made garment/shading textile has to be tested and certified again.

如获证产品 (遮阳篷或服装) 在制成过程中改变了加工工艺 (如帽子上增加了透气孔, 网眼材质的应用及类似情况), 且此改变可能导致获证成品的紫外线防护系数降低, 则该服装产品或遮阳产品必须重新测试并认证。

The applicant acknowledges, that in the event of any breach of the imposed obligations for the UV Standard 801 (documented in the special and general conditions, the application for certification and the declaration of conformity), in particular in the event of misuse of the UV Standard 801 Label, he shall be liable to pay a contractual penalty amounting to EUR 10'000 to the International Testing Association for Applied UV Protection. Should there be any evidence that the actual loss incurred is in fact greater; the actual loss shall be compensated taking into account the contractual penalty. The Applicant bears the burden of proof for absence of fault.

Furthermore, the Applicant undertakes to ensure that incorrectly labelled goods shall be immediately withdrawn from sale or that the UV Standard 801 Label be immediately removed from said goods and that the UV Standard 801 shall no longer be used to promote the goods concerned.

作为申请者我们了解，在 UV Standard 801 认证框架内（涉及 UV Standard 801 通用和特殊要求、申请表和合格承诺书），任何违背上述文件的行为，尤其是滥用 UV Standard 801 标识的行为，都将承担向应用紫外线保护国际检定协会交付 10,000 欧元的违约处罚。如有证据证实，违约行为造成的实际损失额高于规定的 10,000 欧元罚金，则按实际损失额交付罚金，申请者负责无责举证。此外，作为申请者我们承诺，对所有附带错误 UV Standard 801 标识的产品执行立即召回，或立即将错误标识从产品上撤掉，UV Standard 801 也不再会用于涉及产品的附带促销品中。

Place 地点, Date 日期

Legally binding signature
具有法律效力的签名

14 **TESTEX AG一般商业条款**

1) 订购

顺利执行检定工作的前提是提供一份表述清楚的书面检定委托单，其中包含所需服务的类型和范围。

2) 订单取消

若需取消已签订的订单，则按照TESTEX AG当前的小时薪酬对截至订单取消生效的时间点所完成的工作结算实际支出。

3) 检定方法

检定将按照官方认可的标准方法进行。若无标准可循时，TESTEX AG将使用自己的检测方法。新的检测方法可与委托人合作开发并在双方同意的基础上使用。

与委托人共同研发的新方法的专利权以及独家所有权仅属于TESTEX AG。

作为认证检定实验室，TESTEX AG遵循ISO 17025及 ISO 17065标准。

4) 费率

按照情况的不同，报价将根据实际的检定订单以及所使用的检定方法进行计算，并由TESTEX AG为顾客提供有效期为一个月的书面报价。在此期间内，对TESTEX AG具有约束力。对于大批量的检定品可以协商特价。所有报价均不含增值税。

5) 交付日期

按照所进行的检定类型和范围所需的处理时间而有所不同。TESTEX AG将确保尽快完成检定。预付订单在收到款项后TESTEX 股份公司即将开展相关工作。因不可预见的人员离岗或者设备故障，TESTEX AG对约定的交付日期不承担法律责任，对由此提出的赔偿要求不予支持。

6) 付款方式

由TESTEX AG出具的账单应自开票日至账单上列出的付款期限内结清。延迟付款，需要支付5%的利息。使用瑞士法郎以外的货币进行支付需经TESTEX AG批准。外币预付款发票金额需根据每个订单的情况确定汇率后而定。TESTEX AG收到发票所示预付款金额后才会开始处理订单。

7) 样品及数据保存

若有余留的检定样品将最多保存6个月。若委托人需要在检定结束后索回余留的样品，应在订单确立时进行说明。检定数据将保留5年。

8) 外部委托

TESTEX AG可根据需要委托外部专家或者其他实验室，并遵循质量管理体系中约定的谨慎义务。

9) 保密条款

TESTEX AG承诺严格保密订单所包含以及得出的信息、数据以及检定结果，不向第三方透露上述信息；此处的例外情况参见第8点。

10) 责任说明

TESTEX AG承诺参照瑞士债法第398条第1段和第2段为委托方可靠、谨慎的执行委托。

该责任中不包含由于委托方疏忽或者故意引起的检定结果缺陷方面的直接损失。

该责任中不包含由于轻度疏忽导致的直接损失和常规非因检定结果导致的损失以及间接损失和后续损失。

每次损失的责任最高限于订单金额的80%。

该项条款同样适用于个人防护用品PPE产品认证。

11) 一般商业条款的变更

TESTEX AG保留随时修改一般商业条款的权利。变更内容将通过信件或其他适当的形式通知委托人。委托人一个月内不提出异议的，将视为同意。

12) 适用法律和司法权

委托人和TESTEX AG之间的一切法律关系受到瑞士法律的限制---不适用任何国际条约。

委托人和TESTEX AG之间的法律关系相关的争议，其履行地、执行地（仅针对定居国外的个人）及专属管辖权为苏黎世。

TESTEX AG有权在委托人的居住地或其他主体执行管辖权之前主张权利，且唯一适用瑞士法律。