CEC-5114EL-D/0

Contract registration code:

Contract for Certification of Environmental Labelling Product

Project Name: Certification of China Environmental Labelling Products

Client (Party A):_____

Certification Agency (Party B): China Environmental United Certification Center Co., Ltd.

Signing date:____(month)____ (date)_____(year)

Valid period: until the expiration date of the certificate

The two parties reach agreement on certification of environmental labeling products and sign the current contract in accordance with the Contract Law of the People's Republic of China.

I. Application content and scope

1. The name of the Technical Requirements for Environmental Labelling Products on which the application product is based and name of the certification unit under application:_____

_____

_____

2. The quality standard for application product of the client (fill out the standard name and number) and product conformity instructions (explanations on complying with the criterion):_____

_____

3. Production venue and annual output of the application product:_____

_____

II. Responsibilities

(I) Party A

1. After signing the contract, Party A should pay certification cost to Party B to ensure the commencement of certification work.
2. Party A should provide the application form for environmental labeling product and its annex for review based on the requirements of Party B.
3. Party A should provide Party B with necessary working conditions as well as accommodation and travel convenience for site inspection and actively cooperate auditing activity through opening all areas as well as all files including product formula to ensure smooth certification.

4. In case of suspension, revocation or cancelling certification registration of Party A for some reason, Party A should suspend or stop utilization of the certificate, advertisement and certified label and hand in all certificate certificates to Party B and destroy all certification labels and marks.
5. Party A shall have the right to employ environmental label on its certified product.
6. In case of any change of corresponding Technical Requirements for Certification of Environmental Labelling Products, Party A has the responsibility for corrections in line with the revised Technical Requirements for Certification of Environmental Labelling Products. Party B has the right for sampling and supervision and Party A should cover the testing and travel cost.
7. Party B has the right to require Party A providing new reference materials in case of any changes of product quality standard and emission standards.
8. When Party A needs the application of the environmental label and mark made by Party B, he may contact Party B for order. In case of special printing requirements in need of self printing, Party A shall apply for Party B and put it on file.

(II) Party B

1. Party B should organize certification of environmental labeling product in time. He shall inform Party A in advance before site audit.
2. Party B should not in any form disclose the information about the operation, production and technology of Party A to the third party except the following circumstances:

(1) the news obtained by Party B before signing the contract;

(2) published information beyond the business scope of Party A;

(3) otherwise required by law;

(4) required by national competent departments.

3. Party B should help Party A for public announcement and publicity activities on relevant product.

III. Risks

1. If the certified product of Party A fails to meet the requirements of certification criteria due to its own reasons, Party A shall shoulder the risk of suspending or revocation of registered certification qualification;
2. In case of any loss due to the responsibility of Party B in certification or audit processes, Party A has the rights to claim on Party B. However, the claim amount shall not exceed auditing fee paid by Party A or the current supervision and audit fee as one-time compensation.

IV. Rights and Obligations of Party A after Obtaining Certificate

1. Party A should have legitimate rights and interests for correct use of the certificate, label and logo of environmental labeling products based on requirements.
2. Party A has the rights for correct publicity of its qualification for environmental labelling product.
3. In case of any change of the environmental labeling product of Party A, Party A should inform Party B of the change within the valid period of certification certificate.
4. If Party A requests the change of the scope of its certification certificate, Party A must report to Party B, who will decide if another audit is needed based on relevant requirements.
5. The valid period of certification certificate that Party A obtains is 3 years. If Party A wants to keep its qualification, he must make a new application and sign a new certification contract 3 months before the expiration date.

V. Fees

1. Party A should pay a total of _____Yuan RMB (amount in Chinese characters) certification fee to Party B. Among them, the application fee is ____Yuan RMB; audit and registration fee (including certificate fee) at_____Yuan RMB, the annual fee of the first year at_____Yuan RMB and certification audit fee at_____Yuan RMB.
2. The certification fee shall be paid one-time to Party B within 30 days after the date of signing the certification contract;
3. After passing site inspection, Party A should pay testing cost to the testing institution before sample (product in need of sampling) testing. If the secondary sampling is needed due to test failure, Party A should shoulder relevant costs (testing fee and cost of Party B, 3000 Yuan/person • day) based on requirements.
4. Annual fee (including label use fee): Annual fee and supervision & audit fee should be paid at the same time before the supervision audit.
5. The valid period of certification certificate should be 3 years. There should be at least twice supervision in one certification cycle and once in every 12 months. The supervision and audit fee (including the annual fee of the current year with the amount at_____Yuan) paid by Party A each time should be paid in full at one time 30 days before every supervision and audit. The supervision frequency shall be increased in case of any abnormal circumstance (such as quality problem and environmental safety accidents).
6. The accommodation and travel costs of inspectors shall be paid or reimbursed by Party A based on actual expenses.

7. In case of the need of sampling test during audit, Party A should directly pay testing fee to testing institution based on the requirements of the Notice on Supervision and Audit on Certification of Environmental Labelling Products.
8. Party B will publish relevant information of the certified enterprise on its website free of charge. If Party A has the intent of other publicity activities, the two parties should negotiate and make final decision.

VI. Requirements for Correct Use of Environmental Label

Any organization with China Environmental Label should employ environmental label in accordance with the requirements of the **Circular of Ministry of Environmental Protection of the People's Republic of China (No. 48 of 2008) "Measures on Use and Management of China Environmental Label"** (download from www.mepcec.com).

1. Enterprise could put up or print the logo of China Environmental Label on its product having obtained China Environmental Labelling and its packaging, and employ China Environmental Label in its advertisement.
2. When enterprises employ China Environmental Label, they may scale up or down the logo if necessary. However, it shall not change the shape and color of China Environmental Label.
3. When employing China Environmental Label in product external package or promotion advertisements, any enterprise should indicate the number of certification certificate.
4. Any enterprise shall not employ China Environmental Label in its products, package or advertisements going beyond certification scope or valid period.
5. Any organization or individual shall shoulder relevant legal responsibility if he utilizes China Environmental Label in violation of the requirements.

VII. Dispute Settlement

In case of any dispute in the process of implementing the contract, the two parties shall address their dispute through negotiations. In case of failure to reach an agreement, they may:

(I) ask the superior authority to settle any major dispute due to the current contract;

(II) settle the dispute in accordance with legal procedures.

VIII. Others

1. The current contract shall go into effect after the signing of the contract by two parties with seal.
2. The current contract shall be in duplicate with one copy for Party A and one copy for Party B, each shall have the same legal validity.

Client (Party A):_____ (Seal)

Representative:_____ Contact:_____

Tel.:_____ Fax: _____

Mailing Address:_____ Postal Code: _____

Certification Organization (Party B): China Environmental United Certification Center Co., Ltd. **(Seal)**

Representative:_____ Contact: Chen Hong

Tel. (Market Department): 010-59205815 Fax: 010-59205878

Audit Department

Telephone for management: 010-59205920/59205935 Fax: 010-59205999

Telephone for annual inspection\renewal: 010-59205929\5966\5828\5827\5829

Ban of Deposit: **Beijing Yayuncun Branch of Shanghai Pudong Development Bank**

Account Number: **8864292036789**

Mailing Address: **The 10th Floor in Building A, No.1 of Yuhuinanlu, Chaoyang District, Beijing**

Postal Code: **100029**

Payee: China Environmental United Certification Center Co., Ltd.

Annex: The following information should be filled out when enterprise produces value-added tax invoice:

1. Information for Value-added Tax Special Invoice:

Enterprise Name:_____

Enterprise Tax Number:_____

Bank of Deposit:_____

Account Number:_____

Address:_____

Telephone:_____

2. Information for Value-added Tax Invoice:

Enterprise Name: _____

Remark: At present, some provinces and municipalities of our country are carrying out trial on reform of value-added tax. Enterprises shall produce the required type of invoice based on local requirements. In general, the invoice should be produced after approval of certification. If there is any error of the value-added tax invoice produced in current month, please contact in time for replacement. Enterprises should provide accurate information based on the above requirements.