

**General and Common Terms and Conditions of Usage**  
**For all variants of the TÜV Rheinland test mark**  
**Of the**

通用使用条款与条件  
适用于 TÜV Rheinland 测试标志的所有版本  
由以下公司发布

TUV Rheinland (Fujian) Co. Ltd.  
TUV Rheinland / CCIC Ningbo  
TUV Rheinland / CCIC Qingdao  
TUV Rheinland China Ltd.  
TÜV Rheinland Cert GmbH  
TÜV Rheinland Consulting GmbH  
TUV Rheinland Energie und Umwelt GmbH  
TÜV Rheinland France  
TUV Rheinland Guangdong Ltd.  
TUV Rheinland Hong Kong Ltd.  
TÜV Rheinland Ibérica Inspection Certification & Testing, S.A.  
TÜV Rheinland Industrie Service GmbH  
TÜV Rheinland InterCert Kft.  
TÜV Rheinland Intertraffic GmbH  
TÜV Rheinland i-sec GmbH  
TÜV Rheinland Italia S.r.l.  
TUV Rheinland Japan Ltd.  
TUV Rheinland Korea Ltd.  
TÜV Rheinland Kraftfahrt GmbH  
TÜV Rheinland LGA Products GmbH  
TÜV Rheinland Nederland B.V.  
TUV Rheinland North America  
TÜV Rheinland Polska Sp. z o.o. (Poland)  
TUV Rheinland Shanghai Ltd.  
TUV Rheinland Shenzhen Ltd.  
TUV Rheinland Singapore Pte Ltd  
TUV Rheinland Taiwan Ltd.  
TÜV Rheinland Thailand  
TÜV Rheinland Turkey

— hereinafter “Licensor” —  
——以下简称“许可方”——

**General**  
**总则**

**(1)** These General and Common Terms and Conditions of Usage for the test mark (hereinafter: “Terms and Conditions of Usage”) apply for all customers who conclude a contract for participation in the Licensor’s certification system (hereinafter: “Certification Contract”) with the Licensor for a certain product or service (hereinafter: “Contractual Product”).

本测试标志的一般及通用使用条款和条件（以下简称“使用条款和条件”）适用于所有与许可方就特定产品或服务（以下简称“合同产品”）签订参与许可方认证体系合同（以下简称“认证合同”）的客户。

**(2)** With the conclusion of the Certification Contract, but at the latest with the consent during the download process for the test mark on the test mark download page, the customer recognises these

terms and conditions of usage, the testing and certification regulations and the Licensor's General Terms and Conditions of Business that have been pointed out to it and the validity of which is not affected by the regulations below.

自《认证合同》订立之日起，最迟于在测试标志下载页面下载测试标志时表示同意之时，客户即认可本使用条款、测试与认证规程以及许可方已向其指明的《一般商业条款和条件》（其有效性不受以下规定的影响）。

**(3)** In order to be able to make reference to the testing and certification of its contractual product, the customer may use the Licensor's test mark in the agreed form pursuant to the Certification Contract and these terms and conditions of usage.

为了能够对其合同产品进行测试和认证，客户可按照《认证合同》及本使用条款和条件，以约定的形式使用许可方的测试标志。

**(4)** The test mark is protected, among others, by the German mark registered for TÜV Rheinland AG 30 2012 028 733 "TÜVRheinland" and the international mark 1 185 075 (hereinafter: "Mark"). The Licensor is affiliated with the holder of this and other marks under company law and gives assurance that it has been granted the necessary rights by the holder of the Mark to grant permission to use the test mark.

该测试标志受德国 TÜV Rheinland AG 注册商标 30 2012 028 733 "TÜV Rheinland" 以及国际商标 1 185 075（以下简称“商标”）等保护。许可方与该商标及其他商标的持有人在公司法上存在关联关系，并保证已获得商标持有人授予的必要权利，可许可使用该测试标志。

## **§ 1 Permission for usage**

### **§ 1 使用许可**

**(1)** Starting with the granting of the certificate issued pursuant to the Certification Contract and for the duration defined therein, the Licensor grants the customer a simple licence for the usage of the test mark for the contractual product in the entire territorial scope of validity of the Mark pursuant to the specifications of Section 4.

自根据《认证合同》颁发的证书生效之日起，并在该证书规定的有效期内，许可方根据第 4 节的规定，在该商标的整个有效区域范围内，就合同产品向客户授予使用测试标志的普通许可。

**(2)** A usage for other products or services, even if they are of a similar design or content, is not covered by these terms and conditions of usage and not permitted either. In the event of a breach, the Licensor is free, among others, to demand a contractual penalty pursuant to Section 5 from the customer.

对其他产品或服务的使用——即使其设计或内容相似——均不属于本使用条款的范围，且亦不被允许。若发生违约，许可方有权（除其他权利外）根据第 5 条向客户索取违约金。

**(3)** The customer is not entitled to issue sub-licences or rights from the licence relationship or its contractual status in its entirety to third parties and/or to legally or commercially affiliated companies pursuant to Section 15 of the Stock Corporation Act (AktG).

根据《股份公司法》（AktG）第 15 条，客户无权将其许可关系或其合同地位的全部内容转授给第三方和/或法律上或商业上关联的公司。

**(4)** As clarification, it is recorded that this usage authorisation does not entitle the customer either to use the group logo of the Licensor, registered as German mark 306 69 064, or the corporate design of the Licensor.

为澄清起见，特此声明：本使用授权并不赋予客户使用许可方已作为德国商标第 306 69 064 号注册的集团徽标或许可方企业形象的权利。

## **§ 2 Loss of the usage right**

### **§ 2 使用权的丧失**

**(1)** The customer may use the test mark until the ordinary expiry, withdrawal, revocation or the declaration of invalidity of the certificate issued pursuant to the Certification Agreement. If the

certificate is declared invalid for a restricted period during the term of contract or its validity is suspended and/or terminated by a contractual party, this also applies for the granting of the usage right from these terms and conditions of usage. The customer undertakes to cease any usage of the test mark immediately after the end of its usage right.

客户可在根据《认证协议》签发的证书正常到期、撤回、撤销或被宣告无效之前使用测试标志。如果证书在合同期限内被宣告在限定期间内无效，或其有效性被合同一方暂停和/或终止，则本使用条款和条件中授予的使用权亦受此影响。客户承诺在使用权终止后立即停止对测试标志的任何使用。

**(2)** In the event of the ordinary expiry of the certificate, the customer has the right to market the stock inventory of the contractual products available for a period of 3 years from the end of the contract, provided that the contractual products were manufactured within the period of validity of the certificate. All products manufactured after the ordinary expiry of the certificate are expressly not covered by this exception. The customer also has to ensure that the aforementioned sell-off period is granted by its own customers. For all other cases mentioned in § 2 (1) - such as withdrawal, revocation, invalidation, etc. - it is clarified that the provision of § 2 (2) does not apply.

若证书正常到期，客户有权在合同终止后 3 年内销售现有库存的合同产品，前提是该等合同产品是在证书有效期内制造的。证书正常到期后制造的所有产品均明确不属于此例外情况。客户还必须确保上述清仓销售期已获得其自身客户的许可。对于第 2 条第(1)款中提及的所有其他情况——例如撤回、撤销、失效等——特此澄清，第 2 条第(2)款的规定不适用。

**(3)** The Licensor is entitled to terminate the permission pursuant to Section 1 with effect for the future if the customer attacks the Mark or supports a third party in such an attack. Irrespective of the regulations above, the Licensor has the right at any time to prohibit the usage of the test mark forming the subject of the contract with immediate effect in the event of any culpable breach by the customer against its obligations arising from these terms and conditions of usage.

如果客户对该商标提出异议或支持第三方提出此类异议，许可方有权终止第 1 条规定的许可，该终止自未来起生效。无论上述规定如何，如果客户因过失违反本使用条款和条件所产生的义务，许可方有权随时立即禁止使用作为合同标的的测试标志。

### **§ 3 Usage fee**

#### **§ 3 使用费**

The usage right is granted pursuant to the Certification Contract either for a fee or free of charge. 根据认证合同，使用权的授予可有偿或无偿。

### **§ 4 Usage**

#### **§ 4 使用**

**(1)** For test marks that were issued for certified products, the customer undertakes to use the test mark solely on the contractual product, its surrounding packaging or to advertise the contractual product and to solely use it so that it is clearly and exclusively assigned to the contractual product and the company name and the company logo of the customer. Product-related advertising with a test mark is not permitted if merely a certificate of conformity or system certificate has been issued.

对于已为经认证产品颁发的测试标志，客户承诺仅将其用于合同产品、其外包装或用于宣传合同产品，且仅以能清晰且专属地将其与合同产品及客户的公司名称和公司徽标相关联的方式使用。若仅颁发了符合性证书或体系证书，则不允许在产品相关广告中使用测试标志。

**(2)** For test marks that were issued for certified management systems, the customer undertakes to use the test mark solely to advertise the organization's certification in its communication (e.g. on its web site, letterhead or company brochure). Moreover, the customer undertakes to solely use the test mark so that it is clearly and exclusively assigned to the certified organization, the company name and the company logo of the customer.

对于针对经认证的管理体系颁发的测试标志，客户承诺仅将其用于在组织对外沟通中（例如在其网站、信头或公司宣传册上）宣传该组织的认证情况。此外，客户承诺仅以使测试标志明确且专属地与经认证的组织、客户的公司名称及公司徽标相关联的方式使用该测试标志。

**(3)** The test mark may solely be used in the form, variant and language – if agreed – with the test and certification statements (“key words”) and with all details and information texts (such as product and/or model descriptions, reference to the certificate holder) that are defined in the Certification Contract and are specified on the test mark download page. In addition, the customer is obligated to depict the individual identification number assigned to it for the contractual product under the Certification Contract in connection with the test mark.

该测试标志仅可采用《认证合同》中定义且在测试标志下载页面上明确列出的形式、版本和语言（如已达成一致）使用，并须包含测试和认证声明（“关键词”）以及所有详细信息和说明文本（如产品和/或型号描述、对证书持有人的引用）。此外，客户有义务在测试标志旁标注根据《认证合同》为其合同产品分配的单独识别号。

**(4)** The “key words” and any agreed information texts and the design of the test mark may not be modified in any way or used in a modified form. In the event of a breach, the Licensor is free, among others, to demand a contractual penalty pursuant to Section 5 from the customer.

“关键词”及任何约定的信息文本和测试标志的设计不得以任何方式进行修改，也不得使用修改后的形式。若发生违约，许可方有权（除其他权利外）根据第 5 条向客户索取违约金。

**(5)** The customer is not permitted to add other elements, irrespective of their type, such as company name and/or company logo of the customer or third party, product name and/or product logo or other graphic depictions to the test mark. Breaches substantiate a claim to a contractual penalty pursuant to Section 5. Other elements, irrespective of their type, are deemed not to have been added to the Mark if they comply with a minimum distance of one quarter of the total height of the test mark.

客户不得在测试标志上添加其他任何类型的元素，例如客户或第三方的公司名称和/或公司徽标、产品名称和/或产品徽标或其他图形描绘。任何违约行为均构成依据第 5 条主张合同罚金的依据。若其他元素（无论其类型如何）与测试标志保持至少相当于测试标志总高度四分之一的最小距离，则视为未添加至该标志。

**(6)** The test mark is to be used in the specified proportional dimension. In the process, a minimum height of 15 mm is recommended. As a fundamental rule, the test mark is to be used in the colour scheme as defined in the Certification Contract and downloaded by the customer from the test mark download page. Pursuant to the specifications of the TM Advertising Guideline, a colour redesign of the black-and-white line version of the test mark within the framework of the customer's advertising communication is only permitted if these are used in monocolour form and the coverage of the colour redesigned test mark is at least 70% of the coverage of the original black-and-white line version. In addition, the customer guarantees at all times the full legibility of all image elements of the colour redesigned test mark. For the rest, a colour redesign of the downloaded test marks is explicitly not permitted.

测试标志应按规定的比例尺寸使用。在此过程中，建议其高度不低于 15 毫米。作为基本规则，测试标志应采用《认证合同》中定义且由客户从测试标志下载页面下载的配色方案。根据《TM 广告指南》的规定，仅当在客户广告传播框架内对黑白线条版测试标志进行单色重新设计，且重新设计的测试标志的覆盖率不低于原始黑白线条版覆盖率的 70% 时，才允许进行此类操作。此外，客户须始终保证彩色重新设计的测试标志的所有图像元素完全清晰可辨。除此之外，明确禁止对下载的测试标志进行彩色重新设计。

**(7)** The customer may only use the test mark so that no wrong impression with regard to the scope and the content of the certification arises, in particular that the impression is not created that it indicates an official or state-run testing.

客户使用测试标志时，不得造成对认证范围和内容的误解，特别是不得给人以该标志代表官方或国家认证的印象。

**(8)** The customer is itself responsible in full for the permissible use and for the permissibility of all statements with regard to the test mark issued. This also applies for the correct usage/advertising by its customers.

客户须对测试标志的合规使用以及与该测试标志相关的所有声明的合规性承担全部责任。此规定同样适用于其客户的正确使用和宣传。

**(9)** Within the framework of the usage of the test mark for advertising purposes, the customer is obligated to provide the possibility of information with regard to the test object behind the test mark. In addition to the publication of the complete certificate underlying the respective test, corresponding information can also be provided by an individual entry on the certificate database operated by TÜV Rheinland AG "Certipedia", which can be found at [www.certipedia.com](http://www.certipedia.com). The customer has to transfer the aforementioned obligation to its own customers who use the test mark for commercial purposes. The Licensor is entitled to publish the names of the certificate holders and the tested products, audited systems, etc. for consumer information purposes.

在将测试标志用于广告宣传的框架内，客户有义务提供有关测试标志背后测试对象的信息。除公布相关测试所依据的完整证书外，还可通过 TÜV Rheinland AG 运营的证书数据库“Certipedia”（网址：[www.certipedia.com](http://www.certipedia.com)）中的单独条目提供相应信息。客户必须将其上述义务转授给那些将测试标志用于商业目的的自身客户。许可方有权为向消费者提供信息之目的，公布证书持有人的名称以及经测试的产品、经审核的系统等。

**(10)** The test mark is to be used solely by the customer in a form that does not jeopardise the reputation and the appearance of the test mark and the reputation and the validity of the Mark and/or the reputation of the Licensor and the companies affiliated with it pursuant to Section 15 of the Stock Corporation Act (AktG) as independent third parties and/or recognised testing service providers. In the event of such a risk, the customer has to suspend the corresponding usage immediately at the Licensor's request.

测试标志仅可由客户以不损害测试标志的声誉和外观、不损害该标志的声誉和有效性，以及不损害许可方及其根据《股份公司法》（AktG）第 15 条作为独立第三方和/或公认测试服务提供商的声誉及其关联公司的声誉的形式使用。如果存在此类风险，客户必须应许可方的要求立即暂停相应的使用。

**(11)** The customer recognises that any use of the test mark and the mark by the customer constitutes usage by and for the benefit of the Licensor. Records regarding the usage of the test mark and the Mark by the customer are to be kept for at least 5 years by the customer and are to be provided to the Licensor on request.

客户承认，客户对测试标志和商标的任何使用均构成由许可方进行且为许可方利益而进行的使用。客户应将有关其使用测试标志和商标的记录保存至少 5 年，并应许可方要求向其提供。

**(12)** All costs incurred as a result of the usage of the test mark by the customer will be borne by the latter itself. In addition, the customer will indemnify the Licensor against all claims of third parties that result from breaches against Section 4. If the Licensor should incur material and/or immaterial damage nevertheless, it is free, among others, to demand a contractual penalty pursuant to Section 5 from the customer.

因客户使用测试标志而产生的所有费用均由客户自行承担。此外，对于因违反第 4 条规定而导致的第三方索赔，客户应向许可方提供赔偿。若许可方仍因此遭受有形和/或无形损失，其有权（除其他权利外）根据第 5 条向客户索取违约金。

## **§ 5 Contractual penalty, choice of law and place of jurisdiction**

### **§ 5 违约金、准据法及管辖地**

**(1)** For each legally ascertained culpable breach by the customer against its obligations under these terms and conditions of usage, the Licensor is entitled to demand an appropriate contractual penalty to be defined by the Licensor for each individual case of a breach and to be reviewed in the event of dispute by the court responsible. The possibility of filing further compensation is unaffected by this. An offsetting of a contractual penalty with any compensation claims is not permitted.

对于客户违反本使用条款所规定的义务且经法律认定存在过错的每项违约行为，许可方有权要求支付由许可方针对每起具体违约情况确定、并在发生争议时由主管法院进行审查的适当违约金。此规定不影响主张进一步赔偿的权利。不得将违约金与任何赔偿请求进行抵销。

**(2)** These terms and conditions of usage are governed by the law of the Federal Republic of Germany. The place of jurisdiction for disputes arising from or in connection with these terms and conditions of usage is Cologne.

本使用条款受德意志联邦共和国法律管辖。因本使用条款引起或与之相关的争议，管辖地为科隆。