

General Terms and Conditions Kiwa BCS Öko- Garantie GmbH

KIWA BCS 认证服务基本条款与条件
September 2019

Kiwa BCS Öko-Garantie GmbH



**Trust
Quality
Progress**

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1. General - Scope 第一条 认证介绍与服务

Unless expressly agreed otherwise in writing, these General Terms and Conditions apply to all offers, services and contractual relationships between Kiwa BCS Öko-Garantie GmbH (hereinafter Kiwa BCS) and its clients.

除非另有书面的同意，否则这些标准的条款与条件适用于 Kiwa BCS Öko-Garantie GmbH (以下简称 Kiwa BCS) 和其客户之间所有的报价、服务和合同关系。

The scope of performance of assignments is set out in the current valid versions of the normative regulations defined in the Kiwa BCS service offer's respective contract (e.g. EU Organic Regulation (EC) No. 834/2007, NOP, JAS, etc.) and the associated supplementary provisions.

认证的服务范围依照 Kiwa BCS 认证服务条款中现行有效的合同版本（欧盟法规 No.834/2007, NOP（美国）, JAS（日本）和其它相关标准）及相对应附加条款来制定。

2. Scope and execution of the assignment 第二条 认证服务的范围和实行

Kiwa BCS only accepts telegraphic and telephone assignments at the risk of the customer. Verbal statements, confirmations or promises made by our employees or vicarious agents must be confirmed in writing by the management in order to be valid. Deadlines for the execution of the assignment are considered to be non-binding if they are not expressly agreed upon in writing as binding.

Kiwa BCS 仅通过电子邮件和电话接受认证的申请，风险由客户承担。Kiwa BCS 员工或代理人所作的口头陈述，确认或承诺必须由管理层书面确认，方可生效。如果未明确书面约定具有约束力，则执行任务的最后期限不具有约束力。

Kiwa BCS shall inform the client of outsourcing activities to another site. Kiwa BCS shall bear the responsibility for the outsourced activities.

According to DIN EN ISO 17065 in point #6.2.2.4 f), the client generally has a right to object to activities delegated by Kiwa BCS to third parties to execute the contract purpose. This does not release the client from the obligation mentioned above in paragraph 1 towards third parties commissioned by Kiwa BCS, which are useful for carrying out the purpose of the contract between the client and Kiwa BCS. Any objections must be submitted in writing to Kiwa BCS.

针对 Kiwa BCS 外包的活动，Kiwa BCS 应通知客户与相对应的外包机构（第三方）联系，Kiwa BCS 应对外包活动负责。

根据 DIN EN ISO 17065 中第 6.2.2.4 f 点，客户具备拒绝 Kiwa BCS 委托第三方行使合同内容的权利，这不会将客户从第 1 段提到的义务中释放给 Kiwa BCS 委托的第三方，对 Kiwa BCS 与客户之间执行合同有利。任何异议必须以书面形式提交给 Kiwa BCS。

Kiwa BCS maintains a list of subcontractors (D-DE_05-010_List Subcontractors Laboratories), which will be made available to the client on request.

Kiwa BCS is entitled to deviate from the aforementioned list and to appoint another subcontractor at short notice and depending on the situation. No supplementary obligation to inform the client arises for Kiwa BCS.

Kiwa BCS 保存了一份分包商名单（D-DE_05-010_I 分包商实验室），可应要求向客户提供。Kiwa BCS 有权偏离上述清单，并根据情况在短时间内任命另一分包商。Kiwa BCS 不承担通知客户的附加义务。

3. Rights and obligations of the client 第三条 客户的权利和义务

3.1 The client is obligated to accept appointment notifications for tests; only in exceptional cases can these be rescheduled. Unannounced inspections shall be allowed in any case.

客户有义务接受按通知的检查日期安排的检查。只有在特殊情况下，客户才可要求重新安排检查日期。但任何情况下，均须接受未通知检查。

3.2 The client is obligated to disclose and demonstrate the operation (production, distribution, etc.) in detail to Kiwa BCS and the persons commissioned by Kiwa BCS (experts, inspectors/auditors or expert companies). This also applies to the participation of observers.

客户有义务向 Kiwa BCS 和 Kiwa BCS 委托的所有人员(专家、检查员/审计人员或专业机构)详细披露、展示其所实施的经营活动(生产和销售)。该条款同样适用于所有参与的检查员。

3.3 The client is obligated to give the Kiwa BCS supervisory bodies unrestricted access to all relevant parts of the company during the testing period and to make all data and documents (e.g.: supplier, customer, subcontractor directories), of whatever form, accessible and to provide all information deemed necessary to carry out the control and associated assessment process, as well as to allow and support sampling or interviewing of employees. This also applies, in particular, to unannounced inspections.

在检查期间，客户有义务使 Kiwa BCS 监督机构不受限制地检查公司的所有相关部门，并确保所有检查和评估过程中所需的任何形式的数据和文件（例如供应商，客户，分包商目录）可以访问并提供，允许和支持检查员抽样或采访所需的信息。该条款同样适用于适用于未通知检查。

3.4 The client is obligated to check and countersign the Kiwa BCS inspector's inspection/evaluation report.

在检查结束的时候，客户有义务核对 Kiwa BCS 检查员所撰写的检查/评估报告并在上面签字。

3.5 The client is obligated to keep the control documents and, in case of an inspection by competent authorities, to grant them insight and the same rights as Kiwa BCS.

客户有义务保存相关文件，并在接受认证机构的监督机构检查时，向监督机构赋予与 Kiwa BCS 相同的解释权和其他权利。

3.6 The client undertakes to comply with all regulations of the respective standards agreed upon as the test subject, including all valid annexes, changes, implementation regulations and other normative documents, the fulfilment of which is relevant in relation to the

product requirement in the respective area of application (certification requirements). Certification requirements may also include additional requirements that Kiwa BCS places on the client in order to comply with Kiwa BCS's relevant accreditation standard DIN EN ISO 17065. 客户承诺遵守作为被检查对象的所有规定，包括其有效的附件、变更、实施规定和其他规范性文件，其满足与各自应用领域的产品要求相关（认证要求），认证要求还可能包括 Kiwa BCS 对客户提出的附加要求，以符合 Kiwa BCS 的相关认证标准 DIN EN ISO 17065。

The obligation to comply with the certification requirements also applies to test items in ongoing production.

遵守认证要求的义务同样适用于生产过程中的检测项目

In addition, the client undertakes to fulfil certification requirements relating to the use of conformity marks and information related to the certified product.

此外，客户承诺履行与使用合格标志相关的认证要求以及与认证产品有关的信息。

3.7 The client hereby bindingly declares to carry out the measures imposed by Kiwa BCS through the certification decision, respectively on time and to submit to the sanctions agreed in accordance with the sanction catalogue.

客户在此应特别声明，将按期执行 Kiwa BCS 通过认证决定所采取的措施，并接受根据制裁目录达成的制裁。

3.8 The client is obligated to document complaints regarding its products, to inform Kiwa BCS and to explain which measures have been taken to remedy the defects.

客户有义务记录关于其产品的所有投诉意见，将投诉意见通知 Kiwa BCS，并说明为解决问题所采取的措施。

3.9 The client is obligated to inform Kiwa BCS without delay of any substantive and formal changes which are relevant in the context of the respective applicable control procedure or scope and which could affect its ability to fulfil the certification requirements.

客户有义务立即通知 Kiwa BCS 任何与各自适用的控制程序或范围相关的，可能影响其满足认证要求能力的实质性和形式变更。

3.10 The client is entitled to refuse inspectors due to justified concerns of bias or proven conflicts of interest, whereby this refusal must be made within a period of two weeks from gaining knowledge of the reason for refusal.

客户有权因正当的偏见或已证明的利益冲突而拒绝检查员，但是在 Kiwa BC 得知拒绝原因后的两周内作出拒绝的请求。

3.11 The client is obligated to submit declarations of certification only in respect to the area of validity for which the certification was granted. It must ensure that no certificate, report or any part thereof is used in a misleading manner. The client must ensure that certification documents are reproduced and distributed only in their entirety.

客户仅可在认证许可的范围内提出关于认证的声明。此外，客户须确保不滥用有机证书、检查报告或其任何部分。客户必须确保认证文件是副本，并且将其作为整体分发。

3.12 The client is obligated not to use the product certification in a manner that could discredit Kiwa BCS, nor to make any statements about its product certification that Kiwa BCS may deem misleading or unjustified.

The contractor undertakes, when referring to its certification in communication media, such as: documents, brochures or promotional materials, to meet the requirements specified by Kiwa BCS or as set out in the certification program.

客户有义务不使用以损害 Kiwa BCS 名誉的方式认证的产品，也不就其产品认证发表任何关于 Kiwa BCS 的可能认为具有误导性或不合理的声明。

合约方承诺，当通过媒介，如：文件、手册或促销材料等方式提及认证时，应符合 Kiwa BCS 规定的要求或认证程序中规定的要求。

3.13 After suspension, termination and/or withdrawal of the certification, any reference to the same, advertising or communication media with the same shall cease immediately. If the certificate is still valid at this time, it must be returned to Kiwa BCS in the original.

如被暂停、终止或者撤销认证，客户应立即删除所有与 Kiwa BCS 认证相关的信息、广告或媒介宣传。如有机证书仍然在有效期，其证书原件应归还 Kiwa BCS。

4. Prices 第四条 认证费用

Unless otherwise agreed in writing, the rates of the respectively valid fee tables and regulations apply. The currently valid service specifications (standard control programmes) serve as a reference base. Additional services or other activities not expressly agreed in the scope of services (e.g. unannounced inspections, suspicion checks, sampling, analyses or other research necessary to clarify questions in connection with the fulfilment of the relevant test standards) will be invoiced separately. All prices are subject to the statutory VAT.

除非书面另行约定，否则 Kiwa BCS 应根据当时有效的认证服务收费一览表出具发票，并以最近公布的服务目录（标准的检查程序）为基础。在服务范围内未明确同意的其他服务或其他活动（例如，未通知检查，可疑抽查，抽样，分析或其他必要的调查，以澄清与满足相关测试标准有关的问题）。所有价格均需缴纳法定增值税。

In the event that, outside of Germany, the invoice amount incurs VAT or other local taxes, these shall be borne by the client.

如果发票金额在德国境外产生增值税或其他地方税，则应由客户承担。

5. Payment terms 第五条 付款条件

5.1 Fee tables and regulations sometimes include the option of making a country-specific advance payment (between 50% and 100%) immediately after commissioning. The final payment is made after the evaluation has been conducted, but before the certification decision is issued.

在签订认证合同后应预先支付 50%- 100% 认证服务费，剩余款项必须在项目评审之后和作出认证决定之前付清。

5.2 Unless otherwise agreed in writing, invoices are payable net immediately upon receipt.
除另有约定外，收到发票后须立即全额支付。

5.3 The client's payment obligation exists independently of any agreed objection deadlines.
客户的付款义务独立于任何约定的异议期限而存在。

5.4 Certificates and confirmations will only be issued after full payment has been received.
客户只有在付清全部费用后才能收到证书。

5.5 Client setoffs against invoices of Kiwa BCS are excluded, insofar as the client's counterclaim is not undisputed or adjudicated.

只要客户的反诉不存在争议或裁定，就不排除客户对 Kiwa BCS 发票的抵销。

6. Protection of work results 第六条 工作成果的保护

The client warrants that the information, inspection results and assessments as well as certification decisions made by Kiwa BCS within the scope of the assignment will only be used for the intended purpose. Reproduction and publication of inspection results, information or similar—including for advertising purposes—require the prior written consent of Kiwa BCS. The reproduction of certificates is generally only permissible in such a manner that copies are clearly marked as such. Kiwa BCS reserves the right to take legal action against the unauthorized use and misuse of work results, especially the counterfeiting of certificates.

客户应保证出自 Kiwa BCS 服务的检查报告、检查结果和信息仅用于既定的目的。复制和出版检查结果和信息，或类似行为--包括为了产品促销目的--均要事先取得 Kiwa BCS 的书面许可。证书复印件必须明确标明为复印件。对于未经授权使用或滥用工作成果，特别是篡改证书的行为，Kiwa BCS 有权依法提起诉讼。

7. Confidentiality and data protection 第七条 机密性和数据保护

7.1 Kiwa BCS undertakes to make all results obtained in connection with the assignment available only to the client and—upon request—to the competent authorities and to neither publish nor to disclose them to third parties without consent. Kiwa BCS further undertakes to keep all information of the client received in connection with assignments confidential and to contractually bind Kiwa BCS employees and vicarious agents to confidentiality.

Kiwa BCS 保证将有关认证服务所取得的所有结果仅提交给客户，必要时可提交给认证监督机构。未经客户许可，既不可出版也不可提交给任何第三方。Kiwa BCS 还保证对客户提供的有关认证的所有信息保密，并应以合同的形式要求自己的员工和分支机构宣誓保密。

7.2 By signing the contract, the client agrees to the publication of the respective validity of the certificates issued by Kiwa BCS for authorized access on the Kiwa BCS website.

签署合同即表示客户同意由 Kiwa BCS 发行证书的相应有效性，以在 Kiwa BCS 网站上授权访问。

7.3 Kiwa BCS stores and processes personal data exclusively in order to process the contractual relationships with the customer. The customer agrees the respective storage and use of its data and documents in Kiwa BCS's data processing system.

Kiwa BCS 应专门存储和处理个人数据，以便处理与客户的合同关系。客户同意在 Kiwa BCS 的数据处理系统中各自存储和使用其数据和文件。

8. Sampling and analyses 第八条 抽样与检测分析

8.1 Kiwa BCS shall, if necessary, arrange for its representatives, at the client, to take samples and carry out laboratory tests regarding the parameters deemed relevant respectively.

必要时，Kiwa BCS 将通过其代表在客户处抽样并送至认可的实验室按照对应的套餐进行必要的检测。

8.2 For the performance of the analyses and the completeness and correctness of the results, the general terms and conditions of the respective commissioned laboratory, which also has sole liability, apply exclusively.

关于具体的检测的实施，分析结果的完整性及准确性，由授权的实验室的标准条款和条件约束，并由其独立承担责任。

8.3 Unless otherwise agreed in writing, samples submitted for examination shall, as far as the condition permits, be kept for a maximum of three months at the Kiwa BCS contract laboratory. After this time, the samples will be destroyed. If the return of a sample is desired, this shall be at the client's expense.

除书面另有约定外，Kiwa BCS 对用于检查的样一般仅保存三个月。超过此时间段，样品将被销毁。如果客户要求返还样品，其费用由客户承担。

The testing costs shall be borne by the client.

检测的相关费用由客户承担。

Claims of Kiwa BCS, in particular, claims for damages, are excluded pursuant to the provisions in Clause 11 (liability).

根据第 11 条（责任）的规定，不包括 Kiwa BCS 的索赔，尤其是损害索赔。

9. Switch of control body 第九条 认证机构之间的转换

9.1 A switch to another control body can only occur after ordinary termination of the contractual relationship between the client and Kiwa BCS. The contract may be terminated with a notice period of six months to the end of the respective year.

只有在客户与 Kiwa BCS 之间的合同关系正常终止后，才能切换到另一个认证主体。合同可以在相应年份的六个月的通知期内终止。

9.2 In the event of termination, the client must provide Kiwa BCS with evidence that it has entered a new contractual relationship with a receiving control body.

不再合作的客户需向 Kiwa BCS 提供关于接受另外的认证机构与其之间的新的合同关系的证明。

9.3 Before the client's data can be passed to the receiving control body, the client must fully meet all its financial obligations towards Kiwa BCS.

在客户的数据可以传递到接收认证机构之前，客户必须完全履行其对 Kiwa BCS 的所有财务义务。

9.4 Kiwa BCS disclaims all liability in the event of a switch of control body and the resulting loss of access to a departing client and the data relevant for statutory compliance. This also applies, in particular, to monitoring the compliance with corrective measures and introducing incorrectly manufactured or labelled goods to the market.

Kiwa BCS 不承担因控制机构切换而导致失去前往离任客户的权限以及与法定合规相关的数据的一切责任。这尤其适用于监控纠正措施的遵守情况，以及将错误制造或贴有标签的商品推向市场

9.5 Kiwa BCS is required by law to notify the new receiving control body in case of unfulfilled conditions, in order for this body, as responsible party, to conduct the follow-up.

法规要求 Kiwa BCS 在客户未完成认证要求的情况下通知新的接收认证机构，以便该机构作为负责方进行跟进。

9.6 Claims of Kiwa BCS, in particular, claims for damages, are excluded pursuant to the provisions in Clause 11 (liability).

根据第 11 条（责任）的规定，不包括 Kiwa BCS 的索赔，尤其是损害索赔。

10. Warranty 第九条 过失的纠正

10.1 The client undertakes to diligently review the final report of Kiwa BCS immediately upon receipt. Objections to findings, conditions or sanctions in the inspection reports must be asserted in writing by the client at the latest within two weeks after handover. The client is obligated to give Kiwa BCS the opportunity to rectify the situation and to grant a reasonable deadline. After the final report has been handed over, objections are excluded if they are not asserted in writing within six months.

客户承诺接受并认真检查 Kiwa BCS 撰写的检查报告。对检查报告中提到的陈述、要求和制裁如有异议，必须在递交检查报告后的两周内以书面形式提出。客户有义务给 Kiwa BCS 纠正这种情况的机会，并给予一个合理的期限。在报告提交之后起的 6 个月时间内可对过失提出改正要求，过期无效。

10.2 Apparent inaccuracies in the inspection report, such as typographical errors, calculation errors or formal defects, shall be promptly corrected by Kiwa BCS as soon as such defects become known and are acknowledged.

检查报告中的明显错误，例如拼写错误、计算错误或格式错误应由 Kiwa BCS 在得知和认可后尽快纠正。

10.3 In the event the client's objections or parts of objections are rejected, Kiwa BCS shall be entitled to compensation for all costs incurred in checking these.

如果客户完全拒绝接受检查报告或部分拒绝，Kiwa BCS 有权获得因检查已产生的所有费用作为补偿。

10.4 Insofar as claims of the client are excluded or limited in accordance with the provisions of this Number 10, this also applies to third parties (especially suppliers of the client, including their employees, vicarious agents and directors) who incur or are jeopardized by any damage or disadvantage in connection with Kiwa BCS's contractual performance. In this respect, the client shall indemnify Kiwa BCS from any such claims. In all other respects, Kiwa BCS shall only be liable in accordance with Clause 11 (Liability).

客户的索赔范围会根据第 10 条的规定而被拒绝或受到限制，这同时适用于那些在履行与 Kiwa BCS 的合约时遭受了任何危害或被带来了任何不利因素的第三方(特别是客户的供应商，包括其员工、代理人和董事)。在这方面，客户应确保 Kiwa BCS 免于此类索赔。在所有其他方面，Kiwa BCS 仅根据第 11 条（责任）承担责任。

11. Liability 第十一条 责任

11.1 The liability of Kiwa BCS under contract and law is excluded, unless otherwise agreed below.

除非下文另有约定，否则根据相关的合同与法律，Kiwa BCS 公司责任不包括在内。

11.2 The liability exclusion of Kiwa BCS according to 11.1 does not apply
根据第 11.1 点，不适用于 Kiwa BCS 免除责任的条款如下：

- to damages caused by Kiwa BCS intentionally or through gross negligence;
由于 Kiwa BCS 的故意操作或重大过失而造成的危害；
- if and insofar as Kiwa BCS is liable according to the mandatory provisions of the Product Liability Act;
Kiwa BCS 是否根据产品责任法的强制性规定承担责任；
- if and insofar as Kiwa BCS has provided a quality or durability guarantee and damages have arisen from the breach of the guarantee;
如果 Kiwa BCS 提供了一个质量或者持续性的保证，且危害是由于违反了担保而引发的；
- in cases of culpable injury to life, limb and health.
对生命、肢体和健康造成有罪伤害。

11.3 In cases of slight and simple negligence of Kiwa BCS, it will be liable—unless already liable for damages according to Clause 11.2—only for violating essential contractual obligations. The liability of Kiwa BCS is limited to the contractually typical damage foreseeable for Kiwa BCS upon concluding the contract or committing the breach of duty. Essential contractual obligation means any obligation, the fulfilment of which enables the proper execution of the contract in the first place and on the compliance of which the client regularly relies and may rely.

如果 Kiwa BCS 有轻微和简单的疏忽，除非已经根据第 11.2 条对损害承担责任，否则其将仅对违反基本合同义务承担责任。Kiwa BCS 的责任仅限于在签订合同或违反协议时 Kiwa BCS 可预见的合同典型的危害。基本合同义务是指任何一种义务，其履行首先须确保合同得以正确执行，以及确保客户经常遵从和可以遵从规定。

11.4 Liability of KIWA BCS is also excluded for damages that are attributable exclusively to the client's sphere of risk. Furthermore, it is also excluded to the extent that it is based on the client's or its vicarious agents' non-compliance with instructions and stipulations, for example, the client has provided incomplete or incorrect information to Kiwa BCS or has not fulfilled its obligations to cooperate, e.g. from No. 3 of these GTC.

对于仅归因于客户风险范围的损害，KIWA BCS 的责任也不包括在内。此外，由于客户或其代理人未遵守指示和规定，例如，客户向 Kiwa BCS 提供了不完整或不正确的信息或未履行其要求，或者未尽到合作的义务，例如来自这些服务条款的第 3 条规定。

11.5 In the event of force majeure, i.e. events that are beyond the control of Kiwa BCS and which Kiwa BCS cannot prevent or anticipate with due resources, Kiwa BCS shall not be liable, if Kiwa BCS cannot provide some or all services due to this event.

如果发生不可抗力事件，即 Kiwa BCS 无法控制的事件，且 Kiwa BCS 无法以适当的资源预防或预期，而 Kiwa BCS 因该事件无法提供部分或全部服务，Kiwa BCS 不承担责任。

11.6 The above regulations do not alter the burden of proof to the detriment of the client. 上述规定并不改变举证不利于客户的责任。

11.7 The above exclusions and limitations in favour of Kiwa BCS shall equally apply to the liability of Kiwa BCS for its organs, employees and vicarious agents as well as the personal liability of Kiwa BCS's organs, employees and vicarious agents.

上述有利于 Kiwa BCS 的排除性和限制性同样适用于 Kiwa BCS 对其机构、雇员和代理的责任，以及 Kiwa BCS 的机构、雇员和代理的个人责任。

12. Adjustment clause 第十二条 调整条款

12.1 Changes to these General Terms and Conditions (GTC) shall be offered to the customer at the latest in writing two months before the proposed effective date. The consent of the customer is deemed to have been given if the customer has not notified Kiwa BCS of a rejection of such an offer prior to the proposed date of application of the changes. Kiwa BCS will especially point out this acceptance effect in its offer to change the GTC. If the customer rejects the offer to change the GTC, each party within one month after Kiwa BCS's receipt of the rejection has the right to terminate the contract with a period of three months to the end of the then current month.

对本服务基本条款和条件（GTC）的变更应最迟在拟定生效日期前两个月以书面形式提交给客户。如果客户在提议变更的申请日期之前未通知 Kiwa BCS 且拒绝该报价，则视为客户同意。Kiwa BCS 将在其变更 GTC 的提议中特别指出这种接受所带来的影响。如果客户拒绝更改 GTC 的提议，则在 Kiwa BCS 收到拒绝后的一个月內，各方均有权终止合同，终止期限为三个月，至当月结束。

13. Severability clause 第十三条 合同终止条款

13.1 Should individual provisions of these General Terms and Conditions be or become ineffective, this shall not affect the validity of the remaining provisions. The ineffective provisions shall be replaced by provisions as closely as possible reflecting the meaning and purpose of the invalid provisions.

如果本服务基本条款和条件的个别条款无效，则不影响其余条款的有效性。无效条款应尽可能用反映无效条款含义和目的的条款取代。

13.2 These General Terms and Conditions are also effective vis-à-vis any legal successors of the parties. The contractual partner of Kiwa BCS undertakes to ensure, if necessary, the effectiveness of these General Terms and Conditions with its legal successor.

本服务基本条款和条件对当事人的任何合法继承人也有效。Kiwa BCS 的合同双方承诺，如有必要，与其合法继承者确保本服务基本条款和条件的有效性。

14. Law, place of fulfilment and jurisdiction 第十四条 管辖法规，执行地，仲裁程序

14.1 All disputes arising from the contractual relationship between the customer and Kiwa BCS under these General Terms and Conditions are subject to the application and interpretation of the law of the Federal Republic of Germany to the exclusion of the provisions of international private law. The exclusive place of jurisdiction for any and all disputes is, insofar as the customer is a merchant, a legal entity under public law or a special fund under public law, Hamburg; Hamburg is also the place of performance. However, Kiwa BCS is also entitled to seek redress from customers at their general place of jurisdiction.

客户与 Kiwa BCS 之间在本服务基本条款和条件的合同关系引起的所有争议，均应适用和解释德意志联邦共和国法律，但国际私法的规定除外。对于所有任何的争议，如果客户是商人，则是根据汉堡市的公共法人实体或根据公共法则的特别基金来解决所有纠纷的专属管辖权。汉堡也是法律的执行地。但是，Kiwa BCS 也有权在其一般管辖范围内向客户寻求补救。