

### 食品安全/品質管理系統驗證說明

#### (Description of Food Safety / Quality Management System Certification)

\_\_\_\_\_ (以下簡稱甲方) (Hereinafter referred to as Party A)  
暉凱國際檢驗科技股份有限公司 (以下簡稱乙方) (Hereinafter referred to as Party B)

#### 1 緒論(Introduction)

此驗證規範係依據「食品安全/品質/職業安全管理驗證機構認證規範」而建立。(This certification specification is established in accordance with the “Certification Requirements for Food Safety / Quality / Occupational Health and Safety Management Certification Bodies.”)

#### 2 保密(Confidentiality)

對於業務所獲知之相關資訊，乙方各階層均主動維持其保密性。除非基於法律程序或認證機構之需求，並在告知甲方該程序或需求資料之情形下，否則不得洩漏任何資訊。(All levels of Party B shall proactively maintain the confidentiality of information obtained in the course of business activities. No information shall be disclosed unless required by legal proceedings or certification body requirements, and only after Party A has been informed of such proceedings or information requests.)

#### 3 組織架構/財務來源(Organizational Structure / Financial Sources)

乙方備有組織架構圖，以陳述內部組織責任及管理結構，且乙方領有合法地位之憑證，可供索取，目前乙方主要財務來源為(驗證:ISO 22000)、稽核(SMCCOC、通路商、餐廳、美食街、供應商衛生、出口廠)、供應商查核及食品安全、管理訓練服務。(Party B maintains an organizational chart that defines internal responsibilities and management structure. Party B possesses valid legal documentation evidencing its status, which is available upon request. Currently, the main sources of funding for Party B include: Certification (ISO 22000), Auditing (SMC COC, distributors, restaurants, food courts, supplier hygiene, export-oriented facilities), Supplier assessments, Food safety and management training services.)

#### 4 基本條件(Basic Requirements)

- 4.1 當甲方之作業及相關文件符合品質系統之要求後，即可向乙方提出驗證申請。(Party A may submit a certification application to Party B once its operations and related documentation comply with the requirements of the quality system.)
- 4.2 甲方向乙方提出驗證申請，首次驗證需支付申請費、驗證費用及差旅費，每次之定期追查需支付驗證費用及差旅費。(Upon submitting a certification application to Party B, Party A shall pay an application fee, certification fee, and travel expenses for the initial certification. For each subsequent surveillance audit, Party A shall pay the applicable certification and travel fees.)
- 4.3 甲方應提供乙方所有文件、樣品、圖面、規格及其他乙方所要求之資料，以完成驗證程序，並指派經授權人員維持與乙方聯繫。(Party A shall provide Party B with all documents, samples, drawings, specifications, and any other materials requested by Party B in order to complete the certification process,

and shall designate authorized personnel to maintain communication with Party B.)

- 4.4 乙方於驗證過程中，若發現甲方無法滿足所有驗證需求時，應告知甲方該導致申請登錄失敗之問題。(If Party B identifies that Party A fails to meet all certification requirements during the certification process, Party B shall notify Party A of the issues that may result in certification application denial.)
- 4.5 甲方如於乙方所規定期限內執行矯正措施以滿足所有登錄需求時，乙方將安排只針對已矯正的必要部份再次評鑑，此項額外評鑑衍生之費用將由甲方另行支付。(If Party A implements corrective actions within the timeframe specified by Party B to meet all certification requirements, Party B shall arrange a follow-up evaluation limited to the corrected areas. Any additional costs incurred from this evaluation shall be borne by Party A.)
- 4.6 甲方如未能於乙方規定期限內執行有效矯正措施，乙方得安排全部重新評鑑，此項額外評鑑衍生之費用將由甲方另行支付。(If Party A fails to implement effective corrective actions within the specified timeframe, Party B may conduct a full re-evaluation. Any additional costs arising from this re-evaluation shall be borne by Party A.)
- 4.7 甲方應具有效期內之驗證證書及其通過驗證之指定附件(地點、產品)，始得宣稱符合登錄。(Party A may only claim compliance with certification registration if it holds a valid certificate and the associated certified scopes (e.g., locations, products) remain current.)

## 5 驗證申請(Certification Application)

- 5.1 乙方接獲顧客完成之『食品安全/品質管理系統驗證申請書』或『職業安全衛生管理系統驗證申請書』後，將準備一份概述範圍與服務費用的『驗證合約書』寄給甲方，一旦甲方簽回『驗證合約書』及『食品安全/品質管理系統驗證申請書』或『職業安全衛生管理系統驗證申請書』與繳納應付款項後，乙方應依照內部驗證程序指派稽核人員，安排驗證時程以提供驗證服務。(Upon receipt of a completed “Application for Food Safety / Quality Management System Certification” or “Application for Occupational Health and Safety Management System Certification” from the client, Party B shall prepare and send a “Certification Agreement” outlining the certification scope and service fees to Party A. Once Party A returns the signed “Certification Agreement” along with the completed application form and the required payments, Party B shall assign auditors and schedule the audit in accordance with internal certification procedures)
- 5.2 甲方需詳填『食品安全/品質管理系統驗證申請書』(WK-B3-01-01)及提供相關附件資料予乙方審核，若於執行現場稽核時發現有不符事項(生產現場人員有輪班、外包加工及其他系統驗證等資訊)，乙方將依實際情形重新計算驗證人天數。(Party A shall complete in detail the “Application for Food Safety / Quality Management System Certification” (WK-B3-01-01) and provide the relevant supporting documents for Party B’s review. If nonconformities are identified during the on-site audit (e.g., shift operations, subcontracted processing, other system certifications), Party B will recalculate the audit man-days based on the actual circumstances.)

## 6 驗證證書(Certification Certificate)

- 6.1 當乙方驗證甲方管理系統符合所有驗證規範後，將通知甲方並發出一份驗證證書，該證書所

有權歸屬乙方，甲方因應第三者需求複製證書時，應於證書上標示「複本」字樣。(Upon verifying that Party A's management system complies with all applicable certification requirements, Party B shall notify Party A and issue a certification certificate. The ownership of the certificate shall remain with Party B. If Party A reproduces the certificate to fulfill third-party requirements, the word "Copy" must be clearly indicated on the reproduced document.)

6.2 除非定期追查發現甲方的管理系統或產品不再符合標準、規範或法規，否則驗證證書將持續有效。(The certification certificate shall remain valid unless surveillance audits identify that Party A's management system or products no longer comply with applicable standards, specifications, or legal requirements.)

6.3 經乙方驗證通過領有證書之顧客，因認證機構之要求，應同意韓國認證委員會於顧客公司內進行見證乙方之稽核作業。(Certified clients shall, upon request by the accreditation body, agree to allow the KAB to witness Party B's audit activities conducted at the client's premises.)

#### 7 驗證標誌(Certification Mark)

7.1 乙方對甲方發出驗證證書時，也授權甲方使用指定的驗證標誌，甲方唯有在管理系統符合驗證標準及證書持續有效的前提下，才可使用驗證機構的標誌，及亦須符合該驗證機構的規定。認證標誌的不當使用應被視為主要的不符合事項。(Upon issuance of the certification certificate, Party B authorizes Party A to use the designated certification mark. The use of the mark is permitted only while Party A's management system remains in conformity with the certification standards and the certificate remains valid. Use of the mark must also comply with Party B's regulations. Improper use of the certification mark shall be considered a major nonconformity.)

7.2 驗證標誌之使用規定詳見附件：國際品質管理系統及食品安全管理系統驗證標章使用說明，亦公告於乙方網站。(The regulations regarding the use of the certification mark are detailed in the attachment titled "Guidelines for the Use of International Quality Management and Food Safety Management System Certification Marks," and are also published on Party B's website.)

#### 8 定期追查(Surveillance Audits)

8.1 初次驗證後之第一次追查日期，自驗證決定當日起不應超過 12 個月，週期性的定期追查應由指派稽核員謹慎的評估，執行區域依據所提供驗證類型包含管理系統、書面文件、從製造到配送的產品及服務流程、因應追查之必要性，甲方應同意稽核員查核所有登錄的場所或產品，且乙方有權在未經宣告的情形下執行訪查。(The first surveillance audit following initial certification shall be conducted within 12 months from the date of the certification decision. Ongoing periodic surveillance audits shall be carefully planned and performed by assigned auditors. The scope of audits shall cover the certified management system, documented information, and processes from production to distribution of products and services. Party A shall permit auditors to assess all registered sites or products. Party B reserves the right to conduct unannounced visits when deemed necessary.)

8.2 甲方獲證後，自首次驗證決定日起算，應配合與乙方同意之一年二次或一年一次之追蹤查驗安排；前述一年二次追蹤查驗之週期為半年，一年一次之追查週期為一年。(Following certification, Party A

shall cooperate with and comply to either a biannual or annual surveillance audit arrangement, as agreed

with Party B, starting from the date of the initial certification decision. The interval for biannual surveillance audits shall be six months, and for annual audits, twelve months.)

- 8.3 甲方於稽核員要求下應提供一份針對驗證範圍所登記任何客戶抱怨及使用者或公權團體所提出有關產品安全事故的記錄。甲方應被告知每次定期追查查訪的結果。(Party A shall provide, upon auditor request, records of any customer complaints or safety incidents reported by users or regulatory authorities that pertain to the certified scope. Party A shall be informed of the outcomes of each surveillance audit.)

## 9 特別稽核(Special Audits)

- 9.1 臨時通知稽核(Short-notice audits)：乙方為調查甲方顧客抱怨或對甲方變更採取回應或跟催暫時終止的甲方，在臨時通知下對已驗證甲方執行稽核可能是必要的。在此情形時應對甲方說明及預先讓甲方知悉，執行臨時通知訪視之條件。(In response to customer complaints, changes at Party A, or to verify the resolution of a suspension, Party B may conduct audits under short notice. In such cases, the conditions and purpose of the audit shall be communicated to Party A in advance.)
- 9.2 與客戶合約期間如遇ISO 條文變更需增加人天執行第一階段及第二階段稽核，或遇重大事件需增加特別稽核。(If ISO standards are revised during the contract period, additional audit time may be required to conduct Stage 1 and Stage 2 audits. In the event of major occurrences, special audits may also be necessary.)
- 9.3 獨立於主管機關的介入，若甲方有職業安全衛生有關的嚴重事件，例如，有嚴重事故或違規情事，需要執行特別稽核，以調查管理系統是否受到危害及有效運作。(Independent of regulatory involvement, in the event of serious occupational health and safety incidents—such as major accidents or legal violations—special audits shall be conducted to determine whether the management system has been compromised and remains effective.)

## 10 證書更新(Certificate Renewal)

在每次證書有效期限屆滿時，甲方須重覆上述第5項的申請程序以確證書的有效性，通常甲方會在每次證書有效期限屆滿前的最後一次定期追查時被通知證書更新的需求，甲方的責任則是及時提出證書更新申請。(Upon the expiration of each certificate's validity, Party A shall repeat the application procedure outlined in Clause 5 to confirm continued validity. Typically, Party A will be notified of the need for certificate renewal during the final surveillance audit prior to certificate expiration. It is Party A's responsibility to submit a timely renewal application.)

## 11 增列(延伸)驗證範圍(Expanding scope)

- 11.1 甲方應業務需要延伸證書登錄範圍以涵蓋增加的場所及產品時，甲方應填寫一份新的『食品安全/品質管理系統驗證申請書』並向乙方提出申請。(If Party A requires an extension of the certificate scope to include additional sites or products, Party A shall submit a new “Application for Food Safety/Quality Management System Certification” to Party B.)
- 11.2 乙方接受申請後，應依據上述第5項的驗證申請程序，進行申請審查及決定任何必要之稽核

活動，以決定是否可授予增列。(Upon acceptance of the application, Party B shall follow the certification

application procedures outlined in Clause 5 to review the application and determine any necessary audit

activities required to decide whether the extension can be granted.)

- 11.3 稽核員將查訪延伸登錄驗證申請之區域。其費用將依據工作的性質和規定而定。(Auditors shall visit the areas involved in the requested scope extension. The associated fees shall be determined based on the nature and scope of work.)
- 11.4 此項活動可與定期追查一併執行。(This activity may be conducted concurrently with the scheduled surveillance audit.)
- 11.5 延伸登錄驗證圓滿執行後，乙方將發出包含延伸驗證範圍的證書附件，雖然原始證書仍維持有效，但在某些狀況下須發出新的證書。若有以上狀況，甲方必須退回原始證書給乙方。(Upon successful completion of the extension audit, Party B shall issue an updated certificate annex including the extended scope. While the original certificate remains valid, a new certificate may be issued in certain situations. In such cases, Party A shall return the original certificate to Party B.)
- 12 減列驗證範圍(Reducing the scope of certification)
- 12.1 甲方應業務需要減列已驗證範圍時，應向乙方提出申請。(If Party A requires a reduction in the certified scope due to business needs, an application shall be submitted to Party B.)
- 12.2 當甲方主動通知已驗證範圍須減列時，甲方應立即停止驗證範圍之宣傳、標章、標誌之使用。(Upon notification by Party A regarding the reduction, Party A shall immediately cease any claims, use of logos, and promotional materials related to the reduced certification scope.)
- 12.3 乙方得回收或繳銷其驗證證書。(Party B may withdraw or cancel the relevant certification.)
- 12.4 驗證範圍減列申請經乙方核准後，更換新證書之有效期限與原證書認證決定之有效期限屆滿同日。乙方將通知繳交證書重新製作費用，另通知換證。(Once Party B approves the request for reduction, a new certificate shall be issued. The validity of the new certificate shall remain consistent with the expiration date of the original certificate. Party A shall bear the cost of certificate reissuance.)
- 12.5 甲方驗證範圍持續性或嚴重無法符合驗證要求時，乙方應減列甲方之驗證範圍。(If Party A continuously or seriously fails to meet certification requirements for part of the scope, Party B shall reduce the certification scope accordingly.)
- 13 驗證變更及重大事件(Changes to Certification and Significant Events)
- 13.1 甲方在對法律、商業、組織的狀況或所有權，組織及管理階層，組織名稱，聯絡地址及場區，已驗證管理系統下之運作範圍和產品類別，管理系統和/或製造流程進行任何修改或發生任何變更引起證書信息不準確時而可能影響驗證標準時，應即時地以書面文件或傳真告知乙方，並另簽驗證合約書。甲方作任何修改時卻忽略通知乙方可能導致證書的停權。如果對變更重要性存有疑慮，甲方應徵求乙方的意見。(In the event that Party A makes any changes or modifications to its legal, commercial, or organizational status or ownership; management structure; organization name; contact address or site locations; scope of operations and product categories under the certified management system; or to the management system and/or manufacturing processes, which render the certificate

- information inaccurate and may affect compliance with certification standards, Party A shall promptly notify Party B in writing or by fax and enter into a new certification agreement. Failure by Party A to notify Party B of such changes may result in the suspension of the certificate. If there is any doubt regarding the significance of the change, Party A shall consult with Party B.)
- 13.2 乙方將會決定甲方驗證申請變更是否需要額外的評鑑及評估需要費用，以決定是否准予驗證範圍的變更。如果准予，當前驗證證書將被新驗證證書所替代，且到期日與原驗證證書相同。(Party B shall determine whether the requested changes to the certification require additional evaluations or assessments and whether related fees apply. If approved, a new certificate will be issued to replace the existing one, with the same expiry date as the original certificate.)
- 13.3 甲方若發生影響食品安全或FSMS以及驗證合法性和/或一致性的嚴重事件時，包括法律訴訟、起訴、自然或人為災害對食品安全、品質或驗證一致性構成嚴重威脅的情況（例如戰爭、罷工、政治動盪、地緣政治危機、恐怖主義、犯罪、流行病、洪水、地震、惡意電腦黑客攻擊、其他自然或人為災難等）應於三個工作天以書面文件或傳真通知乙方，包含：涉及食品安全或合法性的法律訴訟、起訴以及訴訟結果，公共食品安全事件(例如公開召回、自然災害、食品安全問題爆發等)，對食品安全或驗證完整性構成重大威脅的重大事件等。客戶應對管理體系失效而導致市場銷售產品的公開召回負責。(In the event of serious incidents that may affect food safety, the Food Safety Management System (FSMS), or the validity and/or consistency of certification—including legal proceedings, prosecutions, or natural/manmade disasters that pose a significant threat to food safety, product quality, or certification integrity (e.g., war, strikes, political unrest, geopolitical crises, terrorism, criminal acts, pandemics, floods, earthquakes, cyberattacks, or other natural or human-caused disasters)—Party A shall notify Party B in writing or via fax within three (3) working days. This includes any legal proceedings related to food safety or legality and their outcomes, public food safety incidents (such as public recalls, outbreaks), or other significant events that pose a threat to food safety or certification integrity. Party A shall be responsible for any public product recalls resulting from management system failures.)
- 13.4 乙方執行驗證標準之規範有重大變更(認證機構通知認證規範轉換要求)時，應將相關資訊以書面通知甲方，甲方必須根據新認證規範標準要求，修訂其原有驗證系統程序文件，並將修訂後之驗證系統程序文件提供予乙方以利執行轉換驗證作業。(If there are significant changes to certification standards (as required by the accreditation body), Party B shall notify Party A in writing. Party A must update its certification system documentation in accordance with the new requirements and submit the revised documents to Party B to facilitate the transition audit.)
- 13.5 必要時，得以辦理遠距稽核，除依原稽核查核外，保留經甲方同意採取遠距稽核申請書(WK-B3-02-63)，及遠距稽核之查核紀錄及清單。(Where necessary, remote audits may be conducted. In such cases, Party A must agree by completing the “Remote Audit Application Form” (WK-B3-02-63). Records and checklists related to the remote audit shall be retained.)
- 14 不符合管理程序(Nonconformity Management Procedures)

- 14.1 乙方驗證機構於稽核後要求甲方於所界定之時間內提供分析原因及說明已採行或規劃採行之明確的改正與矯正措施，以消除所發現的不符合事項。(Following an audit, Party B may require Party A to provide, within a defined timeframe, a root cause analysis along with clearly defined corrective and preventive actions that have been implemented or are planned, in order to eliminate identified nonconformities.)
- 14.2 甲方之改正與矯正措施有效性需經由乙方驗證機構審查甲方所提出之改正、被鑑別之原因與矯正措施，以決定其是否可接受。乙方應證明所採取的改正與矯正措施之有效性。支持不符合事項解決方案所取得的證據，應予以記錄及審查與查證結果應告知客戶。乙方應通知甲方是否需要一次外加之完整的稽核、一次外加之有限度稽核或書面化證據（於未來稽核時確認），以查證改正及矯正措施之有效性。改正與矯正措施之有效性查證可以在甲方提供之文件基礎上進行審查，或在必要時經由現場查證。此項活動執行一般由稽核小組成員完成。(The effectiveness of Party A’s corrective and preventive actions shall be reviewed by Party B. This includes assessment of the proposed corrections, identified root causes, and corrective actions to determine their acceptability. Party B shall verify the effectiveness of these actions. Evidence supporting the resolution of nonconformities shall be documented, reviewed, and the verification results communicated to Party A. Party B shall also inform Party A whether a full follow-up audit, a limited follow-up audit, or submission of documentary evidence (to be confirmed during the next audit) is required to verify the effectiveness of the corrective actions. This verification may be based on documentation provided by Party A or, where necessary, through on-site visits. This activity is generally carried out by members of the audit team.)
- 14.3 ISO 22000 方案將不符合分為兩個等級，包括主要缺失及次要缺失。(Under the ISO 22000 scheme, nonconformities are categorized into two levels: major and minor nonconformities.)
- 14.3.1 主要不符合項目(Major Nonconformity):  
指缺乏或未能執行及維持單項多必要之管理系統要件，或指某種狀況下基於客觀存在之證據而對供應者所提產品之符合性生重大懷疑情事。(Refers to the absence or failure to implement and maintain one or more essential requirements of the management system, or situation where objective evidence indicates a significant doubt about the conformity of the supplier’s product.)
- 14.3.2 次要不符合項目(Minor Nonconformity)  
指不影響管理系統達到預期結果能力之不符合項目。(Refers to a nonconformity that does not affect the ability of the management system to achieve its intended outcomes.)
- 14.3.3 不符合事項的原因分析(Root Cause Analysis of Nonconformities)  
甲方應於乙方所界定之時間內分析原因及說明已採行或規劃之明確的改正與矯措施，以消

除所發現不符合事項。(Party A shall, within the timeframe defined by Party B, analyze the root cause of the nonconformities and describe the corrective and preventive actions taken or planned to eliminate the identified nonconformities.)

#### 14.3.4 不符合事項缺失的跟催(Root Cause Analysis of Nonconformities)

14.3.4.1 初次查驗與追蹤查驗之主要缺失須於一個月內回覆，次要缺失須於兩個月內回覆，不定期追蹤查驗其主要缺失及次要缺失皆須於 7 日內回覆，不論初次查驗與追蹤查驗開出之不符合事項，稽核員應於下次查訪時查證甲方矯正措施之有效性。(For initial audits and surveillance audits, major nonconformities shall be responded to within one month, and minor nonconformities within two months. For unannounced audits, both major and minor nonconformities shall be responded to within seven (7) days. Regardless of whether the nonconformity is raised in an initial or surveillance audit, the auditor shall verify the effectiveness of corrective actions during the next audit visit.)

14.3.4.2 追查前，甲方應先回覆上次不符合事項所採取之矯正行動，稽核員應從書面上評估所採取之措施，若不同意矯正措施應即書面通知甲方。(Prior to the follow-up audit, Party A shall provide a response outlining the corrective actions taken for previously identified nonconformities. The auditor shall review these actions in writing, and if the corrective actions are deemed unacceptable, Party A shall be notified in writing.)

### 15 甲方公開宣傳(Public Communication by Party A)

15.1 甲方之管理系統經驗證後，可依照驗證標誌使用規則的規定，隨時將登錄範圍相關之驗證標誌使用在通訊媒體與宣傳物品上。但甲方不可以將驗證標誌直接使用在產品或產品包裝上，此包裝包括初級包裝（內含產品）及任何外包裝或次級包裝。亦不允許引用管理系統驗證時，暗示驗證機構驗證某項產品(含服務)或過程(ISO/IEC 17021-1:2015 #8.3.4)。

(Following certification, Party A may use the certification mark in communications media and promotional materials related to the registered scope, in accordance with the rules for use of certification marks. However, the certification mark shall not be affixed directly to products or product packaging, including primary (containing the product) or any secondary or tertiary packaging. Furthermore, Party A shall not imply that the certification body certifies specific products (including services) or processes (as per ISO/IEC 17021-1:2015 #8.3.4).)

15.2 通過驗證之甲方於宣傳或廣告使用“認證(accreditation)”與“驗證(certification)”時，用字不可混淆。(When using the terms “accreditation” and “certification” in promotional or advertising materials, Party A shall ensure the terms are used clearly and not confused.)

15.3 在任何情況下甲方應確保其出版品與廣告品上，避免造成已經驗證與未經驗證產品之混淆，且甲方不得以任何方式誤導未經驗證的產品已通過驗證。(In all circumstances, Party A shall ensure that publications and advertisements do not cause confusion between certified and non-certified products, and shall not misrepresent non-certified products as certified.)

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**16 驗證證書與驗證標識之誤用 (Misuse of Certification and Certification Marks)**

乙方針對甲方誤導或錯誤引用與驗證登錄範圍、驗證證書及驗證標誌有關之行為，應採取適切行動以處置，其方式包括暫時終止驗證、證書撤銷、採取法律行動及或公告錯誤事實，且由甲方支付所有相關費用。(If Party A misleads or misrepresents the certified scope, certification, or use of the certification mark, Party B shall take appropriate actions. Such actions may include suspension of certification, certificate withdrawal, legal actions, or public disclosure of the misuse. Party A shall bear all costs incurred as a result of such actions.)

**17 暫時終止 (Temporary Suspension)**

已通過驗證之甲方有下列情節之一時，乙方得以實際情節決定暫時終止其全部或部分驗證範圍 (In any of the following circumstances, Party B may temporarily suspend all or part of the certification scope of Party A based on the actual situation:)

17.1 定期追查、增項評鑑及重新評鑑時發現有不合項目者，且未於限期內改善者，或經限期改善三次未完成改善通過審核者。因延遲矯正或未完成限期改善，致稽核後六個月內無法通過審議者。

(When nonconformities are identified during regular surveillance, scope extension audits, or recertification, and corrective actions are not completed within the specified timeframe, or the corrective actions fail to pass the audit after three attempts. If delays in corrective action prevent successful audit completion within six months, suspension may occur.)

17.2 已通過驗證客戶不允許依要求的頻率下執行追蹤查驗或展延查驗稽核。(The certified client fails to allow surveillance or extension audits to be conducted at the required frequency.)

17.3 已驗證客戶自願請求暫時終止。(The certified client voluntarily requests temporary suspension.)

17.4 職業安全衛生管理系統規定，甲方提供之事件資訊，如有嚴重事故或違規，需要主管機關介入(參閱 IAF MD22 之 G 8.5.3)或稽核小組在特別稽核期間直接蒐集(IAF MD22 之 G 9.6.4.2)之資料，應提供乙方決定採取措施之依據，包括若證明系統嚴重失效，無法符合職業安全衛生驗證要求時，將暫時終止或終止驗證。(Under occupational health and safety management systems, if serious incidents or violations reported by Party A require intervention by competent authorities (see IAF MD22 G 8.5.3), or are directly collected during special audits (IAF MD22 G 9.6.4.2), such information shall serve as the basis for Party B to take appropriate action. If the system is proven to have failed seriously and cannot meet OHS certification requirements, the certification will be suspended or withdrawn.)

17.5 驗證證書及驗證標誌之使用不符合乙方規定者，經通知限期改善仍未改善者。(Misuse of the certification certificate or certification mark in violation of Party B's regulations, and failure to make corrections within the specified period after notification.)

17.6 未依規定繳交驗證相關費用，經催繳超過 30 天未繳納客戶。(Failure to pay certification-related fees according to the regulations, with payment overdue for more than 30 days after reminder.)

17.7 未能持續符合主管機關相關法規之規定者。(Failure to continuously comply with applicable legal and regulatory requirements of competent authorities.)

17.8 未遵守驗證合約書或驗證說明之規範，如已驗證客戶未依照年度評鑑頻率執行追蹤查驗或展延查驗等。(Violation of the certification agreement or related certification procedures, such as failing to carry out

- surveillance or extension audits at the required frequency)
- 17.9 驗證場區停工或停業在一個月以上不超過六個月者，並於停工或停業之次日起一個月內報請本公司備查。(If the certified facility is shut down or ceases operations for over one month but less than six months, Party A must notify Party B within one month from the date of shutdown or cessation.)
- 17.10 暫時終止之限期由乙方依個案情形定之；乙方確認暫時終止之原因於規定期限內完成矯正措施時，恢復其驗證。(The period of temporary suspension shall be determined by Party B on a case-by-case basis. If the cause of suspension is resolved within the stipulated period, the certification may be reinstated.)
- 17.11 甲方在計畫對流程進行任何修改而致影響其所申請驗證標準的系統模式之符合性時，應以書面告知本公司。乙方將會決定此項變更是否需要進行增項評鑑。甲方在進行修改卻未通知乙方亦可能導致暫時終止。(If Party A plans to make changes to processes that may impact the compliance of its certified management system with the certification standard, it must notify Party B in writing. Party B will determine whether the change requires a scope extension audit. Failure to notify Party B may also result in suspension.)
- 17.12 其他違規而情節重大者。(Other serious violations as deemed significant.)
- 17.13 暫時終止驗證時，乙方以書面通知，並於乙方網站暫時刪除該驗證者之全部範圍或部分場區資料。(Party B shall notify the client in writing of the temporary suspension, and the certification information (entire scope or specific site) shall be temporarily removed from Party B's website.)
- 17.14 已通過驗證者收到乙方暫時終止全部驗證範圍通知時，應立即停止驗證宣傳。(Upon receipt of notification of full certification suspension, Party A shall immediately cease any promotional activities related to the certification.)
- 17.15 驗證暫時終止之期限由乙方依個案情形定之，最長為六個月或下次配合製程得以查核時為限。(The maximum suspension period is six months or until the next auditable process is available, whichever comes first, as determined by Party B on a case-by-case basis.)
- 17.16 停工或停業者有正當理由未能於六個月期間內復工或復業者，得於期滿前向乙方申請延展一次，其延展期間以六個月或下次製程得以查核時為限。(If there is a justified reason for failing to resume operations within six months, Party A may apply for a one-time extension prior to expiration. The extension shall be limited to another six months or until the next auditable process is available, whichever comes first.)
- 17.17 暫時終止驗證者，乙方確認暫時終止之原因，申請者於規定期限內完成矯正措施及消除驗證原因後方可恢復其驗證，驗證公司須發驗證決定通知書通知業者。如復權條件未能滿足，則通知客戶審議結果，並依據審議結果辦理。客戶應支付本公司因暫時終止與復權作業所額外產生之費用。(Upon verifying that the cause of suspension has been eliminated and corrective actions have been implemented within the prescribed timeframe, Party B shall issue a certification decision notice to reinstate the certification. If the reinstatement conditions are not met, Party B shall notify the client of the review results and proceed accordingly. The client shall bear any additional costs arising from the suspension and reinstatement process.)
- 17.18 追蹤查驗若遇到重大事件時，未能配合年度評鑑頻率執行追蹤評鑑或重新評鑑者，將依相關重大事

件程序辦理，仍無法配合者將暫時終止。(If the certified client is unable to carry out surveillance or recertification audits in accordance with the annual audit frequency due to significant events, Party B shall follow the relevant procedures for handling such events. If compliance remains unachievable, certification will be suspended.)

#### 18 驗證證書終止(Termination of Certification)

18.1 下列情況下證書將被乙方收回(The certificate shall be withdrawn under any of the following circumstances):

- 18.1.1 甲方未針對暫時終止處份採取適切措施或已結束營業。(Party A fails to take appropriate action following a suspension decision or has ceased operations.)
- 18.1.2 驗證範圍的產品未能符合標準、規範或法規或不再生產。(The certified products no longer meet applicable standards, specifications, or regulations, or are no longer produced.)
- 18.1.3 甲方終止與乙方之服務合約。(Party A terminates the service contract with Party B.)
- 18.1.4 經乙方通知暫時終止驗證，暫時終止驗證期滿仍未改善者或採行暫時終止原因未消除。(Party A fails to rectify the reasons for suspension within the suspension period or the cause of suspension remains unresolved.)

18.2 在上述情況下，乙方有權以書面方式通知顧客並在上述情況下，乙方有權以書面方式通知甲方並收回證書。甲方得申訴上訴（參見23項規定）。回收證書時，已執行驗證之費用不予退還，且乙方應予公告並通知認證機構。(Under the above circumstances, Party B shall notify Party A in writing and withdraw the certificate. Party A may file a complaint or appeal (see Clause 23). Any fees already paid for the certification process will not be refunded. Party B will also announce the certificate withdrawal and notify the accreditation body.)

#### 19 證書撤銷(Certificate Revocation)

- 19.1 甲方若書面通知乙方表示不願意更新證書或未於及時提出更新申請，則證書將被撤銷。(If Party A provides written notice to Party B indicating a refusal to renew the certificate, or fails to submit a renewal application in a timely manner, the certificate will be revoked.)
- 19.2 甲方提供乙方偽造或虛偽不實的資料，且情節重大者。(If Party A provides falsified or fraudulent information to Party B, and the case is deemed serious, the certificate shall be revoked.)
- 19.3 證書撤銷時，已執行驗證之費用不予退還，且乙方應予公告並通知認證機構。(No refund will be provided for any certification fees already paid at the time of revocation. Party B shall publicly announce the revocation and notify the accreditation body.)
- 19.4 甲方需通知其客戶有關證書被撤銷。(Party A is obligated to inform its customers about the revocation of its certificate.)

#### 20 證書費用說明(Certificate Fee Explanation)

證書如因停權、撤銷(或其他情況)、模擬...等，需重新製作，甲方需另外支付繳交 3,000 元。甲方發生侵權狀況，應於公開媒體公開道歉，相關費用由甲方支付。(If a certificate must be reissued due to suspension, revocation (or other reasons), or simulation purposes, Party A shall pay an additional fee of NTD 3,000. In the case

of infringement by Party A, it shall issue a public apology through public media, and all related costs shall be borne by Party A.)

#### 21 認證組織間相互承認(Mutual Recognition Among Certification Bodies)

在不損及系統或產品驗證計畫的完整性前提下，乙方通常承認其他認證組織的登錄，但乙方仍保留其不予承認的自主權利。(Provided that the integrity of the system or product certification scheme is not compromised, Party B generally recognizes the registration of other certification bodies. However, Party B reserves the right to decline recognition at its sole discretion.)

#### 22 抱怨(Complaints)

甲方對乙方驗證作業、人員表現及其他事項有意見時，乙方管理部門應將其記錄於『抱怨/申訴處理單』並依客訴內容與性質送交乙方管理部門主管處理之，並由管理部門依抱怨內容評估是否為合理，若評估為不合理，則由乙方管理部門直接對客戶進行溝通及說明，若評估為合理之抱怨，則由乙方管理部門進行原因分析，找出抱怨的真正原因，並填寫於『抱怨/申訴處理單』，以利擬改善對策並回覆甲方。原因分析後，由各單位人員彙總相關資料交送管理部門，由管理部門立即告知客戶發生問題之原因並予以道歉。依管理部門依據擬定之改善對策，相關單位進行矯正措施後，由驗證部主管依據『客訴處理單』所示之改善對策執行結果加以確認，並記錄之。各單位在完成客戶抱怨/申訴處理後，將『抱怨/申訴處理單』（WK-B2-08-01）呈總監簽名後，存檔完成結案，並主動回報處理結果給甲方。(If Party A has any comments regarding Party B's certification process, personnel performance, or other matters, the management department of Party B shall record the complaint using a "Complaint/Appeal Handling Form" and forward it to the appropriate manager for handling. The management team shall assess the complaint's validity: If the complaint is deemed unreasonable, Party B will directly communicate with and provide an explanation to the client. If the complaint is deemed reasonable, Party B will analyze the root cause and document it in the "Complaint/Appeal Handling Form," develop corrective actions accordingly, and reply to Party A. Once the cause is identified, each relevant unit shall submit supporting documentation to the management department, which will immediately inform the client of the issue and apologize. Based on the improvement strategy formulated, relevant units shall implement corrective actions, and the certification department manager shall verify and record the effectiveness of the actions taken, as indicated in the Complaint/Appeal Handling Form. Once the complaint or appeal has been processed, the form (WK-B2-08-01) shall be signed by the director and archived. The resolution shall be proactively reported back to Party A.)

#### 23 申訴(Appeals)

當甲方對評鑑／追查缺點之判定、證書擱置、停權或收回證書的通知人員操守及驗證之決定有意見時，可提出申述要求乙方提供『驗證客戶連絡單』，甲方應於收到通知七日內，向乙方發出申訴意願。乙方管理部門接獲客戶申訴意願後，儘快提供客戶『抱怨/申訴處理單』，甲方須於收到『抱怨/申訴處理單』14日內回覆乙方，並提供上述程序中所需考量的事實與資料。當甲方回傳『抱怨/申訴處理單』後，乙方管理部門應將此單送交乙方驗證經理，由驗證經理提報於內部會議或管理委員會裁決，申訴之甲方必要時可出席討論，乙方公司或管理委員會決議之事項記錄於『抱怨/申訴處理單』，並送交申訴顧客，雙方一旦作成決定，任何一方不得爭議提出相反主張以改變該決定。當申訴成立且恢復頒發證書、證書復權時，甲方不得針

對乙方提出退費或其他因證書擱置、停權或收回證書通知所導致損失的賠償。(If Party A disagrees with the findings of the evaluation/surveillance, the decision to suspend or revoke the certificate, or has concerns regarding the conduct of the notifying personnel or the certification decision itself, Party A may request an appeal. Party B shall provide a “Customer Contact Form” upon request. Party A must express its intention to appeal within seven days of receiving the notice. Upon receipt of the appeal, Party B shall promptly provide the “Complaint/Appeal Handling Form.” Party A shall return the completed form with supporting facts and documentation within 14 days. After receiving the completed form, Party B’s management department shall forward it to the certification manager, who will present it at an internal meeting or to the management committee for a resolution. Party A may be invited to participate in the discussion if necessary. The final decision shall be documented in the Complaint/Appeal Handling Form and sent to Party A. Once a decision is made, neither party shall contest or alter the conclusion. If the appeal is upheld and the certificate is reinstated or reissued, Party A shall not seek refunds or compensation for any losses incurred due to the suspension, withdrawal, or revocation of the certificate.)

- 24 乙方可在不通知顧客的前提下，保有增加、刪除及修改本規範的權利，修改後公告於乙方網站 <http://www.fsi.net.tw>。(Party B reserves the right to add, delete, or modify the provisions of this document without prior notice to the client. All modifications shall be announced on Party B’s official website.)

甲方(Party A)：

乙方(Party B)：暉凱國際檢驗科技股份有限公司

(FSI Taiwan – Asia Pacific Office)

簽名(Signature)：

代表人簽名(Authorized Representative Signature):

附件(Attachment)：國際品質管理系統及食品安全管理系統驗證標章使用說明

(Guidelines for the Use of Certification Marks for International Quality Management System and Food Safety Management System)

使用方式	WK 標章(WK Mark)
平面資料方面，如信箋表頭、致賀函件、商業名片、發票等 (In printed materials, such as letterheads, congratulatory letters, business cards, invoices, etc.)	可以，但只可以在認證範圍內（必須清楚另議） (It is allowed, but only within the scope of certification (must be clearly agreed upon separately).)
廣告方面，如看板、海報、電視廣告、促銷影片、新聞紙、小冊、網站 (In advertising media, such as billboards, posters, television commercials, promotional videos, newspapers, brochures, and websites.)	可以，但必須與本公司名稱/標章合在一起用 (It is allowed but must be used together with the name/logo of the certifying body.)

聖誕卡、月曆、旗幟 (such as Christmas cards, calendars, and flags.)	可以(It is allowed.)
車輛(On vehicles.)	可以，但須與本公司名稱一起 (It is allowed but must be used in conjunction with the name of the certifying body.)
產品上(on products.)	不可以將驗證標誌直接使用在產品或產品包裝上，此包裝包括初級包裝 (內含產品)及任何外包裝或次級包裝。 (The certification mark cannot be directly used on products or product packaging. This includes primary packaging (containing the product) and any outer or secondary packaging.)
直接包裝(On primary packaging.)	不可以，但類似以下的敘述是不可以使用的： 本廠通過社團法人中華安全永續發展協會ISO 22000 驗證。 (It is not allowed. The following statements are prohibited: "This factory has passed the ISO 22000 certification by the Chinese Safety and Sustainable Development Association.")
符合性的證明，如校驗報告 (Evidence of conformity, such as calibration or test reports.)	不可以(It is not allowed.)
在玻璃紙上、進出公司/工廠 的出入口、牆壁等(On transparent film, at the entrances and exits of company/factory premises, walls, etc.)	可以(It is allowed.)
在廣告上，如筆記本、馬克 杯、杯墊、踏墊等(On promotional items, such as notebooks, mugs, coasters, floor mats, etc.)	可以(It is allowed.)
戶外廣告上，如廣告板、巴 士、計程車(On outdoor advertisements, such as billboards, buses, taxis.)	可以(It is allowed.)
標語(In slogans.)	可以(It is allowed.)
標章的形式(In the form of the certification mark.)	形狀、比例或內容不可變更 (The shape, proportion, or content cannot be altered.)
顏色(In color variations.)	任何單一顏色 (Any single color.)

