



THE HONG KONG CERTIFICATION CENTRE LTD.

香港認證中心有限公司

Unit B, 10/F, Block 1, Tai Ping Industrial Centre, No. 57 Ting Kok Road, Tai Po, N. T., Hong Kong
香港新界大埔汀角路57太平工業中心第1座10樓B室
Tel:電話：(852) 2661 2083 Fax:傳真：(852) 2661 3181
Website 網址：www.hk-cc.hk Email 電郵：hkcc@hk-cc.hk

**Regulation of
CB Test Certificate Application under
IEC System of Conformity Assessment Schemes
for Electrotechnical Equipment and Components
(IECEE CB Scheme)**

申請國際電工委員會電工產品符合性評定證書條例



**1 June 2020
2020年06月01日**

Table of Contents 目錄

Page 頁碼

1. CB Scheme Application 申請	1
2. Assignment 轉讓	1
3. Regulations of CB Scheme 計劃條例	2
4. Rights and Obligations 權利和義務	2
5. Misuse 不當使用	3
6. Conformity Assessment 符合性評定	3
7. Complaints 投訴	4
8. Publicity 宣傳	4
9. Confidentiality 保密	5
10. Withdrawal of CB Test Certificate CB證書的取消	6
11. Payment 收費	6
12. Validity Period 有效期	7
13. Applicant's Information Changes 客戶資料變更	7
14. Liability 責任	8
15. Indemnity 賠償	9
16. Appeal / Dispute 上訴 / 爭議	9
17. Alterations 變更	9
18. Notice 通知	10
19. Waiver 棄權	10
20. Governing Law 監管法律	10



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme))

香港認證中心有限公司
(適用於申請國際電工委員會電工產品符合性評定證書條例)

The rules and regulations as set out herein (the “Regulations”) relate to the issue of Test Certificate under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (“CB Scheme”) administered by The Hong Kong Certification Centre Limited (“HKCC”), for the IECEE CB Test Certificate of product safety:

本條例的制訂是有關香港認證中心有限公司（以下簡稱「本中心」）頒發國際電工委員會電工產品符合性評定計劃（以下簡稱「計劃」）下的CB證書過程中遵守的守則和條例。

1. CB Scheme Application 申請

- 1.1 An Applicant, upon satisfying HKCC that it is capable of complying with the Regulations and the CB Scheme policy and regulations and that it is carrying on a bona fide business; giving HKCC such undertakings including the undertaking to sign the Application Form declaring and confirming that the Applicant will comply with the Regulations (as may be amended from time to time and communicated to Applicant by HKCC) and that the Applicant is bound by all the terms and conditions set out in the Regulations (or any update thereof) and proof on the Applicant’s legal status as it may require shall, subject to the terms and conditions of these Regulations, be entitled to apply under the CB Scheme to obtain a CB Test Certificate, which shall nevertheless remain the property of HKCC.

符合下列條件之客戶可申請國際電工委員會電工產品符合性評定計劃CB證書之申請：一、客戶須有能力符合「計劃」之條例，且業務營運良好；二、客戶須向「本中心」提交經簽署的申請表格，以聲明并確認：a)客戶需遵守本條例包含的各條款（條例可能會不時修改并會由「本中心」通知客戶）；b)客戶將受本條例中所有列明之條款的限制；三、提供客戶的法定地位證明。客戶經「計劃」認證并符合本條例列明所有條款的要求後，可獲得有關的認證證書，而該認證證書仍屬「本中心」所有。

2. Assignment 轉讓

- 2.1 The Applicant may not assign or otherwise transfer the right to use the CB Test Certificate under the CB Scheme without the prior written permission of HKCC.



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme))

香港認證中心有限公司 (適用於申請國際電工委員會電工產品符合性評定證書條例)

如無「本中心」事先的書面允許，客戶不可在本「計劃」下轉讓CB證書的使用權。

3. Regulations of CB Scheme 計劃條例

The stipulations of the requirements for the CB Scheme apply to these Regulations as well as the standard(s) and other requirements, specified and established from time to time by HKCC and IECEE

由「本中心」及「國際電工委員會」不時制訂及完善本「計劃」要求之規定適用於本條例及有關的標準和其它要求。

4. Rights and Obligations 權利和義務

4.1 The Applicant agrees to always fulfil the certification requirements including implementing appropriate changes when they are communicated by HKCC.
客戶同意始終滿足認證要求，包括當收到HKCC的通知時做出適當變更。

4.2 The Applicant agrees that the certified products manufactured and supplied as specified in the CB Test Certificate based on and attached to these Regulations shall comply with the requirements stated in the standards and restrictions specified in the Certificate.

客戶同意，以本條例為基礎的CB證書所列明的生產和供應的產品將符合CB證書中規定的標準及限制條件。

4.3 The Applicant agrees that all necessary arrangements will be made for:
客戶同意，為下列事項做出所有必要的安排：

4.3.1 the conduct of evaluation and surveillance (if required), including provision for examining documentation and records and access to the relevant equipment, location(s), area(s), personnel, and Applicant's subcontractor(s);

進行評價和監管（若需要），包括審查檔和記錄，訪問相關設備、場所、區域、人員及客戶的分包方；

4.3.2 the investigation of complaints;
投訴的調查；

4.3.3 the participation of observers, if applicable.
適用時，觀察員的參與。



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme))

香港認證中心有限公司

(適用於申請國際電工委員會電工產品符合性評定證書條例)

4.4 Applicant agrees that the products for which the CB Test Certificate is granted shall be produced to the same specifications as the sample that HKCC found in the Initial Testing, in compliance with the relevant standards.
客戶同意，CB證書列明之產品須按照「本中心」最初測試的樣品的規格進行生產，並須符合相關標準。

5. Misuse 不當使用

5.1 The Applicant warrant that it will not use the CB Test Certificate in such a manner as to bring HKCC and IECEE into disrepute, and shall not make any statement regarding the Applicant's certification which HKCC may consider misleading or unauthorized.

客戶保證在使用CB證書時，不會引致對「本中心」及「國際電工委員會」的聲譽受損，客戶有關認證的任何聲明和宣示均不應引致「本中心」及「國際電工委員會」可能認為是誤導或未授權的。

5.2 The Applicant shall ensure that none of the Applicant's CB Test Certificate and CB test report, or any part thereof, is used in a misleading manner.

客戶必需確保證書文件或報告，及其它相關資料的使用不會有誤導作用。

6. Conformity Assessment 符合性評定

6.1 Any CB Test Certificate issued hereunder shall be subject to HKCC's and IECEE's surveillance on the Applicant's compliance with its obligations, in accordance with the conditions stated in the certification requirements of the CB Certification Scheme and other requirements, specified and established from time to time by HKCC and IECEE.

經由「本中心」頒發的CB證書將由「本中心」及「國際電工委員會」監管，以確保客戶履行其責任，符合由「本中心」及「國際電工委員會」不時制訂本「計劃」的要求，及其它要求中列明的各項條款。

6.2 The said surveillance shall be carried out by HKCC employees or by employees of approved agencies on behalf of HKCC.

上述監管工作將由「本中心」職員或「本中心」授權的代理機構職員代表「本中心」進行。



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme))

香港認證中心有限公司

(適用於申請國際電工委員會電工產品符合性評定證書條例)

- 6.3 Type Test Assessment will be conducted by supervised CB Testing Laboratories (CBTL) on behalf of HKCC to ensure the conformity of the products for which the CB Test Certificate is granted.
產品型式測試評估由「本中心」旗下認可的CB測試所代表「本中心」進行，以確保證書列明的產品符合要求。

7. Complaints 投訴

- 7.1 The Applicant is required to:
客戶必需:

- 7.1.1 keep a record of all complaints made known to it relating to compliance with CB Scheme requirements and make these records available to HKCC when requested;
保存已知的有關的所有投訴記錄，並在「本中心」要求時提供；
- 7.1.2 take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the CB Scheme requirements.
對此類投訴及產品中任何與本「計劃」要求不符的地方採取適當措施；
- 7.1.3 document the actions taken.
將所採取的措施進行記錄存檔。

8. Publicity 宣傳

- 8.1 The Applicant has the right to publish or make claims regarding products for which CB Test Certificate has been granted in accordance with HKCC requirements. In making reference to these Test Certificates in the media as in literature, brochures or advertising, Applicant shall comply with the requirements of HKCC's and IECEE's stipulations in this Regulation.
客戶有權公佈在認證範圍內的產品已獲之認證。在文檔、宣傳冊或廣告等傳播媒介中涉及到產品認證內容時，應遵守「本中心」及「國際電工委員會」的要求及本條例的規定。



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme)

香港認證中心有限公司

(適用於申請國際電工委員會電工產品符合性評定證書條例)

- 8.2 If the Applicant needs to provide copies of Certificates to others, the documents shall be reproduced in their entirety unless prior written consent is obtained from HKCC.
如客戶需要向他人提供CB證書件副本時，除非事先已獲得「本中心」的書面同意，否則必須複製該證書的全部內容。
- 8.3 In every case, the Applicant shall take sufficient care of its publications and advertising to ensure that no confusion arises between certified and non-certified products.
在任何情況下，客戶都應注意在其出版的刊物和廣告內不應混淆其已獲得與非獲得CB證書的產品。
- 8.4 HKCC or IECEE may publicize in the media the authorization of certificate issuance and cancellation under these Regulations as it deems appropriate.
根據本條例規定，「本中心」及「國際電工委員會」可以適時在媒體公布認證的發出和取消事宜。

9. Confidentiality 保密

- 9.1 HKCC shall ensure that confidentiality is maintained concerning all information obtained or created during the performance of certification activities. Except for information that the client makes publicly available, or when agreed between HKCC and the Applicant, all other information is considered as proprietary information and shall be regarded as confidential. Subject to Clause 8.5, HKCC shall inform the client, in advance, of the information it intends to place in the public domain.
「本中心」保證對在進行認證活動時獲得或產生的一切機密資料實行嚴格的保密。除客戶自己公開的或已經「本中心」與客戶之間同意的資料外，所有其他資料均應視為專利資料並視為機密。除8.5外，「本中心」擬在公眾領域發放機密資料時，會事先通知客戶。
- 9.2 HKCC shall not disclose the Applicant's certification document, or the report to any third-party without the written consent of the Applicant. Where the Hong Kong regulations and the law require confidential information to be released or requested by a Court Order, the Applicant shall, unless prohibited by law, be notified of the information provided.



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme)

香港認證中心有限公司 (適用於申請國際電工委員會電工產品符合性評定證書條例)

如無客戶的書面許可，「本中心」不會向任何第三方泄露客戶的認證文件或報告。如香港條例和法律有此要求，或根據法庭的頒令提供機密資料，「本中心」會將提供的資料情況告知客戶，除非法律有所限制。

- 9.3 Information about the Applicant obtained from sources other than the Applicant (e.g. from complainant or from regulators) shall be treated as confidential by HKCC.

從客戶以外其他來源（如投訴者、監管機構）獲得的關於客戶的資訊，「本中心」會按機密資料處理。

10. Withdrawal of CB Test Certificate CB證書的取消

- 10.1 Withdrawal of CB Test Certificate may arise in connection with the CB Scheme in accordance with the withdrawal procedure from time to time prescribed by HKCC. The Applicant shall discontinue its use of the Certificate or any claim to certification under the Scheme with immediate effect.

涉及認證證書之撤回 / 取消，將根據「本中心」不時制訂的撤回 / 取消程序進行。客戶要即時停止使用證書或任何對認證的宣稱。

11. Payment 收費

- 11.1 HKCC shall charge and the Applicant shall pay HKCC according to the applicable fees schedule published from time to time:

「本中心」將向客戶收取及客戶需向「本中心」支付如下費用：

11.1.1 the Application Fee ;申請費；

11.1.2 the Conformity Assessment Fee. There will be no refund of any fee where an Applicant has its certificate withdrawn;

評定費用，如客戶的證書被終止，所有已繳費用不獲退回。

11.1.3 other fees: fees for product testing, re-testing, administration fee, etc.

其它費用，包括：產品測試、重測、行政、重頒或加簽證書等。

11.1.4 any additional costs incurred by HKCC owing to the Applicant's non-compliance with HKCC's regulations; and

由于客戶不符合「本中心」條例而發生的任何附加費用。



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme))

香港認證中心有限公司

(適用於申請國際電工委員會電工產品符合性評定證書條例)

11.1.5 all expenses in relation to the certification, including, but not limited to, testing and administration costs.

與本「計劃」有關的任何費用，不限於測試和行政費用等。

11.2 All the fees to be charged to and paid by the Applicant according to Clause 11.1 above shall be prescribed by HKCC in its entire discretion as fair and reasonable, and the rate or amount of such fees may be revised from time to time by HKCC without prior notice to the Applicant.

客戶根據11.1所需支付及由「本中心」收取的所有費用均由「本中心」慎重而適當地規定，這些費用可由「本中心」不時修改而無需通知客戶。

11.3 All fees shall be payable by the Applicant, together with a signed CB Test Certificate Application Proposal, to HKCC. If an Applicant voluntarily terminates the Application, the fees will not be refundable.

客戶需將申請費連同填妥的申請表格呈交「本中心」，如客戶自動終止申請，申請費將不獲退回。

11.4 The Applicant shall pay HKCC all relevant charges as detailed in the CB Test Certificate Application Proposal. If the payment is not received by the expiry date, the Application will be regarded as voluntarily terminated.

客戶需按「申請CB證書計劃」中詳列的所有相關費用支付給「本中心」，如果在限期內未能收到有關款項，申請將被視為自願終止。

12. Validity Period 有效期

12.1 These Regulations shall come into force when a signed valid Application Form has been returned by the Applicant, and remain in force unless the Application or certificate is withdrawn for justified reasons or cancelled by either party upon due written notice given to the other party.

客戶交回所簽署生效的申請表格之時，本條例便開始生效；并維持本條例之有效性直至任何一方以書面形式通知另一方因故撤回申請或取消證書為止。

13. Applicant's Information Changes 客戶資料變更

13.1 The Applicant shall inform HKCC in writing without delay, if there is any change to Applicant's information which may affect its conformance to CB Scheme requirement, such as company's name, address, correspondence address, legal status, ownership, structure, business nature, or



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme))

香港認證中心有限公司

(適用於申請國際電工委員會電工產品符合性評定證書條例)

management of company (e.g. key managerial, decision-making or technical staff). Upon receiving the related documents for the change requested, HKCC will notify the Applicant the verification results and update the records.

如客戶資料有任何變更，而該類變更可能影響CB證書的符合性，諸如公司名稱、地址、聯絡地址、法律地位、所有者、公司結構、業務性質或公司管理層有變更（如：主要的管理、決策或技術人員變更），客戶需及時以書面通知「本中心」。「本中心」在收到申請變更的有關文件後，將通知客戶核准的結果和更新的紀錄。

14. Liability 責任

14.1 The IECEE CB Scheme is a multilateral certification system based on IEC International Standards using the principle of mutual recognition (reciprocal acceptance) of test results to obtain certification or approval at national levels around the world.

本「計劃」是一個基於IEC國際標準的多邊認證體系，使用測試結果的相互認可（互惠接受）原則，以獲得世界各國的認證。

14.2 HKCC shall not be liable to the Applicant for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with Applicant under the CB Scheme or the sale of products or rendering of services to the public by the Applicant (whether or not by reference to the CB Scheme) and notwithstanding the generality of the foregoing HKCC expressly excludes liability for consequential loss or damage suffered by an Applicant including any loss or damage resulting from claims brought by any clients or customers of the Applicant, or for loss of profit, business, revenue, goodwill or anticipated savings.

無論以何種因素和方式，直接或間接引起與本「計劃」之下的客戶認證相關的任何損失或損害、與客戶的產品銷售或客戶對公眾服務的宣示（無論是否與本「計劃」有關）相關的任何損失或損害，包括由於客戶的顧客或消費者提出的任何損失或損害之索償要求，以及客戶因此遭受的利潤、業務、收入、信譽或預期儲備損失，將與「本中心」無關。

14.3 Subject to Clause 14.2 above all conditions and warranties on the part of HKCC implied by statute, common law or otherwise are expressly excluded.

在不違反以上第14.2條的規定的前提下，成文法、普通法或其他方式暗示的所有關於HKCC方面的條款全被明確排除在外。



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme)

香港認證中心有限公司

(適用於申請國際電工委員會電工產品符合性評定證書條例)

15. Indemnity 賠償

15.1 The Applicant will be liable for and will indemnify HKCC (together with any HKCC agencies) against any and all liability, loss, damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by HKCC whether direct or consequential (including but without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings brought against HKCC by a third-party claiming relief against HKCC by reason of :

如有第三方因任何爭議而對「本中心」採取行動，有關客戶需要對「本中心」所蒙受的直接或最終的損失（包括經濟損失、利潤損失、業務及信譽損失）負責，并對有關的責任、損失、損害、成本、法律費用、專業費用及其它費用負責，客戶還需賠償給「本中心」（及其代理機構）。這些爭議和損失的發生可源於：

15.1.1 the certification of the Applicant under the IECEE CB Scheme;
本「計劃」下的客戶;

15.1.2 the manufacture, use or sale of any products or the provision of any services by reference to the IECEE CB Scheme.
與本「計劃」下的證書有關的產品生產、使用、銷售或服務。

16. Appeal / Dispute 上訴 / 爭議

16.1 All disputes that may arise in connection with this CB Scheme Certification and / or with these Regulations are to be settled in accordance with the appeal procedure as prescribed by HKCC, which is available on request.

所有可能與本「計劃」相關的，或與本條例相關而產生的爭議，均根據「本中心」規定的上訴程序進行處理，有關程序可向「本中心」索取。

17. Alterations 變更

17.1 These Regulations may from time to time be altered by HKCC. No such alterations will affect the right of the Applicant to claim to be certified under



Hong Kong Certification Centre Ltd.

(Regulations applicable to CB Test Certificate Application under the IEC System of Conformity Assessment Schemes for Electrotechnical Equipment and Components (IECEE CB Scheme))

香港認證中心有限公司

(適用於申請國際電工委員會電工產品符合性評定證書條例)

the CB Scheme until it has been given notice in writing of such alterations by HKCC, who will notify the Applicant of the date by which it must comply with the altered Regulations, which will not normally be less than six months from the date of notification of the alteration.

本條例可以由「本中心」隨時變更，在「本中心」書面通知客戶變更及其實施日期前，該類變更對本「計劃」下的客戶使用認證證書或對認證的宣稱的權利將不產生影響。在一般情況下，實施日期將不少於變更通知書之日起計六個月。

18. Notice 通知

18.1 Any notice given under these Regulations shall be in writing and signed by or on behalf of the party giving it.

本條例下的任何通知均須由發通知一方或該方代表出示書面文件及簽字。

19. Waiver 棄權

19.1 No failure or delay on the part of HKCC to exercise any right or remedy under these Regulations will be construed or operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided under these Regulations are cumulative and are not exclusive of any rights or remedies provided by law.

在本條例下，若「本中心」未行使、部分行使或延期行使其權利或補救措施，並不等於「本中心」放棄全部的權利或補救措施。「本中心」享有的權利和補救附加在原本法律賦予的權利之上。

20. Governing Law 監管法律

20.1 These Regulations will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Courts in the Hong Kong Special Administrative Region.

本條例由香港特別行政區法律約束和解釋。本條例所涉諸方均無一例外服從香港特別行政區法庭的裁決。



Hong Kong Certification Centre Ltd.

**(Regulations applicable to CB Test Certificate Application
under the IEC System of Conformity Assessment
Schemes for Electrotechnical Equipment and
Components (IECEE CB Scheme))**

**香港認證中心有限公司
(適用於申請國際電工委員會電工產品符合性評定證書條例)**

20.2 In case of any difference between the Chinese and English versions, the English version shall prevail.
如中英文版之內容含意引起爭議，將以英文版為準。

-- End 完結 --