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**HKCC REGULATIONS FOR PRODUCT CERTIFICATION**  
**香港認證中心產品認證條例**

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**HKCC Regulations for Product Certification**  
**(for Hong Kong Safety Mark Scheme)**

**香港認證中心產品認證條例**  
**(適用於香港安全標誌計劃)**



## HKCC Regulations for Product Certification (for Hong Kong Safety Mark Scheme)

### 香港認證中心產品認證條例 (適用於香港安全標誌計劃)

The rules and regulations as set out herein (the “Regulations”) relate to the Hong Kong Safety Mark Scheme administered by The Hong Kong Certification Centre Limited (“HKCC”), for the Certification 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」）頒發香港安全標誌，進行產品安全認證過程中遵守的守則和條例。

#### 1. Certification 認證

1.1 A Subscriber, upon satisfying HKCC that it is capable of complying with the Regulations and the Hong Kong Safety Mark Scheme (the “Scheme”) 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 Subscriber will comply with the Regulations (as may be amended from time to time and communicated to Subscriber by HKCC) and that the Subscriber is bound by all the terms and conditions set out in the Regulations (or any update thereof) and proof on the Subscriber’s legal status as it may require shall, subject to the terms and conditions of these Regulations, be entitled to be certified under the Scheme to obtain a License which shall nevertheless remain the property of HKCC.

符合下列條件之客戶可申請及獲得香港安全標誌計劃（以下簡稱「計劃」）之認證，并可獲取認證證書：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 Subscriber may not sub-license, assign or otherwise transfer the right to use the License or its Certification under the Scheme without the prior written permission of HKCC.

如無「本中心」事先的書面允許，客戶不可在本「計劃」下擅自分包、轉讓認證證書或認證的使用權。

#### 3. Regulations for Certification and Inspection 認證及檢驗條例

The stipulations of the Certification requirements for the Hong Kong Safety Mark Scheme apply to these Regulations as well as the standard(s) and



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other requirements, specified and established from time to time by HKCC.  
由「本中心」不時制訂及完善的香港安全標誌計劃認證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 Subscriber 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 Subscriber agrees that the certified products manufactured and supplied as specified in the License based on and attached to these Regulations shall comply with the requirements stated in the standards and restrictions specified in the License.

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

4.3 The Subscriber 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 Subscriber'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。

4.4 The Subscriber agrees that without prior notification any authorized person representing HKCC will have unobstructed access to the premises of the factory covered by the License during the normal working hours of the factory involved.

客戶同意，「本中心」的代表可以在正常工作時間方便地進入認證證書訂明的工廠，而無需向工廠作出通知。

4.5 The Subscriber agrees that the products for which the License is granted



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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，認證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 Subscriber warrant that it will not use the certification, the Mark and/ or the License in such a manner as to bring HKCC into disrepute, and shall not make any statement regarding the Subscriber's certification which HKCC may consider misleading or unauthorized.

客戶保證在使用認證、認證標志或認證證書時，不會引致對「本中心」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」可能認為是誤導或未授權的。

- 5.2 The Subscriber shall ensure that none of the Subscriber's certification document, the Mark or report, or any part thereof, is used in a misleading manner.

客戶必需確保認證文件、認證標志或報告，及其它相關資料的使用不會有誤導作用。

#### 6. Conformity Assessment符合性評審

- 6.1 Any License granted hereunder shall be subject to HKCC's continuing surveillance on the Subscriber's compliance with its obligations, in accordance with the conditions stated in the certification requirements of the Hong Kong Safety Mark Scheme and other requirements, specified and established from time to time by HKCC.

經由「本中心」頒發的任何認證證書將由「本中心」持續監管，以確保客戶履行其責任，符合由「本中心」不時制訂的香港安全標誌計劃認證要求，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。

- 6.3 Type Test Assessment may be conducted by approved agencies on behalf of HKCC to ensure the conformity of the products for which the License is granted.

產品型式測試評估由「本中心」認可的代理機構代表「本中心」進行，以確



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保認證證書列明的產品符合要求。

#### 7. Complaints投訴

7.1 The Subscriber is required to:  
客戶必需:

7.1.1 keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to HKCC when requested;

保存已知的與認證要求符合性有關的所有投訴記錄，并在「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 requirements for certification ;

對此類投訴及產品中任何與認證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. Ownership and Use of the Mark標誌的所有權和使用

8.1 HKCC as the beneficial owner of the Mark is not aware that the use of the Mark will infringe the rights of any third-party in Hong Kong or elsewhere but gives no warranty as to whether any such third-party rights will be infringed in Hong Kong or elsewhere.

「本中心」是標誌的受益人及擁有者，「本中心」不能確定標誌的使用會否侵犯第三方在香港或別處的權利，同時也不能確保這些第三方的權益在香港或別處不會受到影響。

8.2 The Subscriber shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Mark except under the terms of its certification under the Hong Kong Safety Mark Scheme and hereby acknowledges that nothing contained in these Regulations shall give the Subscriber any right, title or interest in or to the Mark save as granted hereby.

客戶不可代表或采取任何行動表明擁有該標志和在使用上表明其對標志擁有權益，而應確認在香港安全標志計劃的認證條款下，有關的規定并不賦予客戶擁有標志的權益，只能是在許可制度下的頒發使用。



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- 8.3 The Subscriber undertakes to use the Mark only in accordance with the provisions set out in the Scheme and shall on request give to HKCC any information as to its use of the Mark.

客戶應在「計劃」規定的條款內使用標誌，並隨時應「本中心」的要求報告標誌的使用情況。

#### 9. Suspension of Certification 認證的暫停使用

- 9.1 If the Subscriber is temporarily unable to comply with the requirements of the Regulations, HKCC may require the Subscriber to discontinue use of the Mark, the License or any claim to certification under the Scheme, with immediate effect until it is satisfied that the conditions of certification are again achieved.

如客戶暫時未能符合本條例之要求，「本中心」可以要求客戶即時暫停使用認證標誌、認證證書或任何對認證的宣稱，直至客戶能重新滿足認證的要求。

#### 10. Publicity 宣傳

- 10.1 The Subscriber has the right to publish or make claims regarding certification only in respect of scope for which certification has been granted in accordance with HKCC requirements. In making reference to its products certification in the media as in literature, brochures or advertising, Subscriber shall comply with the requirements of HKCC and stipulations in this Regulation.

客戶有權公佈在認證範圍內的產品已獲「本中心」之認證。在檔、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」的要求及本條例的規定。

- 10.2 If the Subscriber needs to provide copies of License or certification documents 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認證證書或認證文件副本時，除非事先已獲得「本中心」的書面同意，否則必須複製該文件的全部內容。

- 10.3 In every case, the Subscriber 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認證產品與非認證產品。

- 10.4 The Subscriber shall not specify or make any claim in user information that





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could lead purchasers to believe performance or usage of the product(s) not covered by the certification.

客戶不應在用戶說明上聲稱任何可能導致買家確信該產品不屬於認證範圍內的性能和用途。

- 10.5 HKCC 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」可以適時在媒體公布認證的發出和取消事宜。

#### 11. Confidentiality 保密

- 11.1 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 Subscriber, all other information is considered as proprietary information and shall be regarded as confidential. Subject to Clause 10.5, 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10.5外，「本中心」擬在公眾領域發放機密資料時，會事先通知客戶。

- 11.2 HKCC shall not disclose the Subscriber's certification document, or the report to any third-party without the written consent of the Subscriber. Where the Hong Kong safety regulations and the law require confidential information to be released or requested by a Court Order, the Subscriber shall, unless prohibited by law, be notified of the information provided.

如無客戶的書面許可，「本中心」不會向任何第三方洩露客戶的認證文件或報告。如香港安全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。

- 11.3 Information about the Subscriber obtained from sources other than the Subscriber (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。

#### 12. Withdrawal / Termination of License 認證證書的撤回 / 取消



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12.1 Withdrawal / termination of License may arise in connection with the Hong Kong Safety Mark Scheme in accordance with the withdrawal / termination procedure from time to time prescribed by HKCC. The Subscriber shall discontinue its use of the Mark, the License or any claim to certification under the Scheme with immediate effect.

涉及到香港安全標誌計劃的任何認證證書之撤回 / 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認證標誌、認證證書或任何對認證的宣稱。

### 13. Payment收費

13.1 HKCC shall charge and the Subscriber 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：

13.1.1 the Application Fee ;申請費；

13.1.2 an Annual License Fee payable in respect of the initial issuance and annual renewal of the License. There will be no refund of any Annual License Fee where a Subscriber has its license terminated; 認證證書年費，首年的年費將根據客戶獲得認證證書時的完整月份比例繳付。如客戶的認證證書被終止，即使未到期的年費亦不獲退回。

13.1.3 other fees: fees for product testing, re-testing, administration, Initial Factory Evaluation, Routine Inspection Visit, Special Inspection Visit, Market Sampling Surveillance, re-issue or endorsement of the License, use of label and Type Testing Fee as shall from time to time be determined by HKCC ;

其它費用，包括：產品測試、重測、行政、初次工廠審查、例行檢查、特別檢查、市場樣品監查、重頒或加簽認證證書、標籤使用、型式測試等。此等費用將由「本中心」不時確定。

13.1.4 any additional costs incurred by HKCC owing to the Subscriber'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。

13.1.5 all expenses in relation to the certification, including, but not limited to, surveillance, test, inspection and administration costs. 與認證有關的任何費用，包括監察、測試、檢驗和行政費用等。

13.2 All the fees to be charged to and paid by the Subscriber according to Clause 13.1 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



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from time to time by HKCC without prior notice to the Subscriber.

客戶根據13.1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。

- 13.3 All fees shall be payable by the Subscriber, together with a signed Certification Proposal, to HKCC. If a Subscriber 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。

- 13.4 The Subscriber shall pay HKCC all relevant charges as detailed in the Certification Proposal. If the payment is not received by the expiry date, the Application will be regarded as voluntarily terminated.

客戶需按「認證計劃」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，認證申請將被視為自願終止。

- 13.5 If the Subscriber fails to pay any fees on the respective due dates HKCC will be entitled to charge interest on the outstanding fee at the rate of 3% per month from the date the payment became due until actual payment is made. If the payment becomes overdue by two months, the License may be suspended by HKCC; otherwise the License may be cancelled at HKCC's unfettered discretion.

如果客戶未能如期支付任何費用，「本中心」將自付款最後限期日起計算，每月收取所欠款項的百分之三利息，直至有關款項已悉數付妥。如拖延付款兩個月，「本中心」可以暫停其認證證書，或「本中心」會考慮取消其認證證書。

#### 14. Validity Period有效期

- 14.1 These Regulations shall come into force when a signed valid Application Form has been returned by the Subscriber, and remain in force unless the Application or License 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或取消申請或認證證書為止。

#### 15. Product / Process Changes產品 / 生產過程的改變

- 15.1 The Subscriber shall inform HKCC in writing without delay of and obtain HKCC's approval for any changes to the product, manufacturers and/or manufacturing sites, and the manufacturing process. If there is any major



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change to the management system, the Subscriber shall notify HKCC the details.

產品、生產商及/或生產場地、或生產過程如有任何改變，客戶需即時以書面通知「本中心」，并需獲得「本中心」的核准。如廠商的管理體系有任何重大變化，客戶須將詳情通知「本中心」。

#### 16. Subscriber's Information Changes 客戶資料變更

16.1 The Subscriber shall inform HKCC in writing without delay, if there is any change to Subscriber's information which may affect its conformance to certification requirement, such as company's name, address, correspondence address, legal status, management's representative, ownership, structure, business nature, or 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 Subscriber the verification results and update the certification records.

如客戶資料有任何變更，而該類變更可能影響認證要求的符合性，諸如公司名稱、地址、聯絡地址、法律地位、管理層代表、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認證紀錄。

#### 17. Updating of Test Standard(s) 測試標準的更新

17.1 If the Standard(s) / requirements applying to the certified products covered by these Regulations are modified, HKCC will inform the Subscriber by written notice (or equivalent means), stating at what date the modified Standard(s) / requirements will become effective, and advising the Subscriber of any need for a supplementary examination of the Certified Products which are subject to these Regulations.

如本條例包含的產品認證標準 / 要求被修改，「本中心」將以書面方式 (或等同方法) 通知客戶，說明有關標準 / 要求的生效日期，如有需要，會通知客戶進行認證產品所需的補充核查。

17.2 Within a specified period of time (as stated in the notification) after receipt of the advice described in Clause 17.1, the Subscriber will inform HKCC by written notice (or equivalent means) whether it is prepared to accept the modifications. If the Subscriber gives confirmation within the specified period of its acceptance of the modifications and provided that the result of any supplementary examination is favorable, a License will be issued by HKCC.



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在收到條款17.1所述之通知後規定的時間內（通知書中載明），客戶應以書面通知「本中心」是否準備接受有關的修改。如果客戶在規定期限內接受修改，且能滿足所有補充核查的要求，「本中心」將頒發認證證書。

- 17.3 If the Subscriber advises HKCC that it is not prepared to accept the modifications within the time specified in accordance with Clause 17.2 or if it allows the term for acceptance to lapse, or if the result of any supplementary examination is not favorable, the License covering the particular product will cease to be valid on the date on which the modified specifications become effective, unless otherwise decided by HKCC.

如果客戶在條款17.2列明的期限內通知「本中心」不準備接受修改，或超過所列明的回覆時間，或補充檢查結果不合格，除非「本中心」另有決定，否則有關產品的認證證書在修改規例生效之日起將被終止。

#### 18. Liability責任

- 18.1 The Hong Kong Safety Mark Scheme is a product certification scheme that helps the public to identify products which comply with current safety legislation.

香港安全標誌計劃是一個旨在幫助公眾驗明產品是否符合現行安全條例的產品認證計劃

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

無論以何種因素和方式，直接或間接引起與香港安全標誌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（無論是否與香港安全標誌有關）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。

- 18.3 Subject to Clause 18.2 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18.2條的規定的前提下，成文法、普通法或其他方式暗示的



## HKCC Regulations for Product Certification (for Hong Kong Safety Mark Scheme)

### 香港認證中心產品認證條例 (適用於香港安全標誌計劃)

所有關於HKCC方面的條款全被明確排除在外。

#### 19. Indemnity賠償

- 19.1 The Subscriber 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，並對有關的責任、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：

19.1.1 the certification of the Subscriber under the Hong Kong Safety Mark Scheme ;

香港安全標誌計劃下的客戶認證;

19.1.2 the manufacture, use or sale of any products or the provision of any services by reference to the Hong Kong Safety Mark or a License under the Hong Kong Safety Mark Scheme.

與香港安全標誌或香港安全標誌計劃下的認證證書有關的產品生產、使用、銷售或服務。

#### 20. Appeal / Dispute上訴 / 爭議

- 20.1 All disputes that may arise in connection with the Hong Kong Safety Mark Scheme and / or with these Regulations are to be settled in accordance with the appeal procedure as prescribed by HKCC, which is available on request.

所有可能與香港安全標誌計劃相關的，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。

#### 21. Alterations變更



## HKCC Regulations for Product Certification (for Hong Kong Safety Mark Scheme)

### 香港認證中心產品認證條例 (適用於香港安全標誌計劃)

21.1 These Regulations may from time to time be altered by HKCC. No such alterations will affect the right of the Subscriber to use the Mark, the License or claim to be certified under the Scheme unless it has been given notice in writing of such alterations by HKCC, who will notify the Subscriber of the date by which it must comply with the altered Regulations, which will not normally be less than thirty days 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，該類變更對香港安全標誌計劃下的客戶使用認證標誌、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三十天。

#### 22. Notice通知

22.1 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。

#### 23. Waiver棄權

23.1 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。

#### 24. Governing Law監管法律

24.1 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。



**HKCC Regulations for Product Certification  
(for Hong Kong Safety Mark Scheme)**

**香港認證中心產品認證條例  
(適用於香港安全標誌計劃)**

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24.2 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 --





**HKCC Regulations for Product Certification**  
**(for LED Lighting Products Certification Scheme)**

**香港認證中心產品認證條例**  
**(適用於LED照明產品認證計劃)**



## HKCC Regulations for Product Certification (for LED Lighting Products Certification Scheme)

### 香港認證中心產品認證條例 (適用於LED照明產品認證計劃)

The rules and regulations as set out herein (the “Regulations”) relate to certification to “Light Emitting Diode Lighting Product Certification Scheme”<sup>\*1</sup> by The Hong Kong Certification Centre Limited (“HKCC”):

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』）按照『LED照明產品認證計劃』<sup>\*1</sup>提供認證服務過程中各方需遵守的守則和條例。

<sup>\*1</sup> The LED Lighting Product Certification Scheme is developed and owned by The Hong Kong Electronic Industries Association (HKEIA) (hereinafter referred as the “Scheme Owner”) who oversees and provides directions on the development of Product Certification Scheme for LED Lighting Products.

LED照明產品認證計劃是由香港電子業商會（HKEIA）推行及所擁有（以下簡稱『計劃所有方』），該商會監管并為LED照明認證計劃的推行提供指導方向。

#### 1. Certification 認證

1.1 A Subscriber, upon satisfying HKCC that it is capable of complying with the Regulations and the LED Lighting Product Certification Scheme (the “Scheme”) 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 Subscriber will comply with the Regulations (as may be amended from time to time and communicated to Subscriber by HKCC) and that the Subscriber is bound by all the terms and conditions set out in the Regulations (or any update thereof) and proof on the Subscriber’s legal status as it may require shall, subject to the terms and conditions of these Regulations, be entitled to be certified under the Scheme to obtain a Certificate of Conformity (“Certificate”) which shall nevertheless remain the property of HKCC.

符合下列條件之客戶可申請及獲得LED照明產品認證計劃（以下簡稱『計劃』）之認證，並可獲取合格證書（認證證書）：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並會由「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 Subscriber may not sub-license, assign or otherwise transfer the right to use the Certificate or its Certification under the Scheme without the prior written permission of HKCC.



## HKCC Regulations for Product Certification (for LED Lighting Products Certification Scheme)

### 香港認證中心產品認證條例 (適用於LED照明產品認證計劃)

如無『本中心』事先的書面允許，客戶不可在本『計劃』下擅自分包、轉讓認證證書或認證的使用權。

#### 3. Regulations for Certification and Inspection 認證及檢驗條例

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

由『本中心』不時制訂及完善的『計劃』認證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 Subscriber 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 Subscriber agrees that the certified products manufactured and supplied as specified in the 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，以本條例為基礎的認證證書所列明的生產和供應的認證產品將符合認證證書中規定的標準及限制條件。

- 4.3 The Subscriber 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 Subscriber'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。

- 4.4 The Subscriber shall ensure that its LED Lighting Manufacturers afford the



## HKCC Regulations for Product Certification (for LED Lighting Products Certification Scheme)

### 香港認證中心產品認證條例

#### (適用於LED照明產品認證計劃)

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HKCC full assistance and cooperation during any assessments, producing documentation and quality records when requested, allowing any authorized person representing HKCC to have free access to the plant and quality records centre and assisting with HKCC as necessary.

客戶應確保其LED照明產品製造商能配合及協助HKCC進行工廠評審，包括提供所要求的檔案及品質記錄，允許HKCC的工廠審核員進入廠房和品質控制中心，以及盡量協助HKCC進行評審。

- 4.5 The Subscriber agrees that the products for which the 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，認證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。

- 4.6 The Subscriber shall ensure that its LED Lighting Manufacturers operate a quality management system in accordance with ISO 9001 and requirements of the Scheme.

客戶須確保其LED照製造商的品質管理體系符合ISO9001標準和『計劃』的要求。

- 4.7 The Subscriber shall ensure that its LED Lighting Manufacturers do not sub-contract the production and supply of certified LED lighting products unless specific prior approval has been obtained from HKCC. Such approval will only be given if the proposed sub-contractor is also a LED Lighting Manufacturer of a Subscriber and the Purchaser has been informed of and agreed with the sub-contract arrangement.

除非獲得HKCC事先批准，客戶須確保其LED照明產品製造商沒有將生產和供應獲認證的LED照明產品分包給其他生產商。而HKCC的批准將限于該建議分包商也是該客戶的LED照明產品製造商，且買方也已獲悉分包的安排。

- 4.8 The Subscriber shall ensure its LED Lighting Manufacturers keep a list of its Purchasers who purchased the certified LED lighting products for the purpose of recall in case necessary.

客戶須確保其LED照明產品製造商保存一份採購其獲認證LED照明產品的買家清單，以便在必要時可作出產品召回。

- 4.9 The Subscriber shall ensure its LED Lighting Manufacturers keep a list of all its suppliers, including alternative ones, who supplied the LED Lighting Manufacturer with their components for the purpose of audits from the HKCC in its certification or surveillance.

客戶須確保其LED照明產品製造商保存一份向其供應零部件的所有供應商的名單，包括替補供應商，以便HKCC能于認證或監督審核時審查。



## HKCC Regulations for Product Certification (for LED Lighting Products Certification Scheme)

### 香港認證中心產品認證條例 (適用於LED照明產品認證計劃)

4.10 The Subscriber shall inform HKCC about the production schedule for each production run of certified products.

客戶應將每次生產認證產品的生產時間表通知『本中心』。

#### 5. Misuse不當使用

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

客戶保證在使用認證或認證證書時，不會引致對『本中心』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』可能認為是誤導或未授權的。

5.2 The Subscriber shall ensure that none of the Subscriber's certification document, report, or any part thereof, is used in a misleading manner.

客戶必需確保認證文件、報告及其它相關資料的使用不會有誤導作用。

#### 6. Conformity Assessment符合性評審

6.1 Any Certificate granted hereunder shall be subject to HKCC's continuing surveillance on the Subscriber's compliance with its obligations, in accordance with the conditions stated in the certification requirements of the and other requirements, specified and established from time to time by HKCC.

經由『本中心』頒發的任何認證證書將由『本中心』持續監管，以確保客戶履行其責任，符合由『本中心』不時制訂的香港安全標誌計劃認證要求，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。

6.3 Type Test Assessment may be conducted by approved agencies on behalf of HKCC to ensure the conformity of the products for which the Certificate is granted.

產品型式測試評估由『本中心』認可的代理機構代表『本中心』進行，以確保認證證書列明的產品符合要求。



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### 香港認證中心產品認證條例 (適用於LED照明產品認證計劃)

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#### 7. Complaints投訴

##### 7.1 The Subscriber is required to : 客戶必需:

- 7.1.1 keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to HKCC when requested;  
保存已知的與認證要求符合性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 requirements for certification ;  
對此類投訴及產品中任何與認證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. Ownership and Use of the Mark標誌的所有權和使用

This provision is not applicable to the LED Lighting Product Certification Scheme.  
此條款不適用於LED照明產品認證計劃。

#### 9. Suspension of Certification認證的暫停使用

- 9.1 If the Subscriber is temporarily unable to comply with the requirements of the Regulations, HKCC may require the Subscriber to discontinue use of the Certificate or any claim to certification under the Scheme, with immediate effect until it is satisfied that the conditions of certification are again achieved.  
如客戶暫時未能符合本條例之要求，「本中心」可以要求客戶即時暫停使用認證證書或任何對認證的宣稱，直至客戶能重新滿足認證的要求。

#### 10. Publicity宣傳

- 10.1 The Subscriber has the right to publish that the products have been certified by HKCC. However, Subscriber shall make claims regarding certification consistent with the scope of certification. In making reference to its



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products certification in the media as in literature, brochures or advertising, Subscriber shall comply with the requirements of HKCC and stipulations in this Regulation.

客戶有權公佈其產品已獲「本中心」之認證。但有關認證的聲明必須與認證範圍一致。在文件、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」的要求及本條例的規定

- 10.2 If the Subscriber needs to provide copies of Certificate or certification documents 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認證證書或認證文件副本時，除非事先已獲得「本中心」的書面同意，否則必須複製該文件的全部內容。

- 10.3 HKCC may publicize the following information, or transfer them to HKEIA to 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」可適時將以下資料，或將其轉交予「香港電子業商會（HKEIA）」，在媒體公布認證的發出和取消事宜：

- 10.3.1 Contact information of the Subscriber (company name, contact person, address, email address and phone number);

客戶聯絡資料（公司名稱、聯絡人、地址、電郵位址、電話號碼）；

- 10.3.2 Contact information of the LED Lighting Manufacturer and the Plant (company name, contact person, address, email address and phone number);

LED照明產品生產商（生產商名稱、聯絡人、位址、電郵位址、電話號碼）；

- 10.3.3 LED lighting product type;

LED照明產品的類型；

- 10.3.4 the model number(s) of the Certified LED Lighting Product(s);

LED照明產品的型號；

- 10.3.5 Date of issue of the Certificate;

證書發出日期；

- 10.3.6 the Certificate number;

證書編號；

- 10.3.7 the rated maximum ambient temperature,  $t_a$ ;

額定最高室溫， $t_a$ ；

- 10.3.8 measured LED driver case temperature in safety evaluation with  $t_a$ ;

LED驅動器外殼在 $t_a$ 下進行安全性測試時測量所得的溫度；

- 10.3.9 measured in situ  $TMP_{LED}$  temperature in Annex B.1 of "LED Lighting Product Certification Scheme".

參照「LED照明產品認證計畫」附錄B.1的「In Situ Temperature



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Measurement」所得的TMP<sub>LED</sub>溫度。

- 10.4 In every case, the Subscriber 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認證產品與非認證產品。

- 10.5 The Subscriber shall not specify or make any claim in user information that could lead purchasers to believe performance or usage of the product(s) not covered by the certification.

客戶不應在用戶說明上聲稱任何可能導致買家確信該產品不屬於認證範圍內的性能和用途。

#### 11. Confidentiality 保密

- 11.1 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 Subscriber, all other information is considered as proprietary information and shall be regarded as confidential. Subject to Clause 10.3, 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10.3外，「本中心」擬在公眾領域發放機密資料時，會事先通知客戶。

- 11.2 HKCC shall not disclose the Subscriber's certification document, or the report to any third-party without the written consent of the Subscriber. Where the Hong Kong safety regulations and the law require confidential information to be released or requested by a Court Order, the Subscriber shall, unless prohibited by law, be notified of the information provided.

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。如香港安全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。

- 11.3 Information about the Subscriber obtained from sources other than the Subscriber (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。





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11.4 Subscriber shall disclose to HKCC for the purposes of assessments of all information or records obtained from or pertaining to purchasers in connection with the Scheme.

爲了便于評審，客戶須披露所有與其買家有關或從買家獲得而與『計畫』相關的資訊或記錄。

#### 12. **Withdrawal / Termination of Certificate** 認證證書的撤回 / 取消

12.1 Withdrawal / termination of Certificate may arise in connection with the LED Lighting Product Certification Scheme in accordance with the withdrawal / termination procedure from time to time prescribed by HKCC. The Subscriber shall discontinue its use of the Certificate or any claim to certification under the Scheme with immediate effect.

涉及到LED照明產品認證計劃的任何認證證書之撤回 / 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認證證書或任何對認證的宣稱。

#### 13. **Payment**收費

13.1 HKCC shall charge and the Subscriber 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：

13.1.1 the Application Fee ;申請費；

13.1.2 an Annual Certification Fee payable in respect of the initial issuance and annual renewal of the Certificate. There will be no refund of any Annual Certification Fee where a Subscriber has its Certificate terminated;

認證證書年費，首年的年費將根據客戶獲得認證證書時的完整月份比例繳付。如客戶的認證證書被終止，即使未到期的年費亦不獲退回。

13.1.3 other fees: fees for product testing, re-testing, administration, Initial Factory Evaluation, Routine Inspection Visit, Special Inspection Visit, Market Sampling Surveillance, re-issue and endorsement of the Certificate and Type Testing Fee as shall from time to time be determined by HKCC ;

其它費用，包括：產品測試、重測、行政、初次工廠審查、例行檢查、特別檢查、市場樣品監查、重頒或加簽認證證書、型式測試等。此等費用將由『本中心』不時確定。

13.1.4 any additional costs incurred by HKCC owing to the Subscriber's



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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。

13.1.5 all expenses in relation to the certification, including, but not limited to, surveillance, test, inspection and administration costs.  
與認證有關的任何費用，包括監察、測試、檢驗和行政費用等。

13.2 All the fees to be charged to and paid by the Subscriber according to Clause 13.1 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 Subscriber.  
客戶根據13.1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。

13.3 All fees shall be payable by the Subscriber, together with a signed application form, to HKCC. If a Subscriber 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。

13.4 The Subscriber shall pay HKCC all relevant charges as detailed in the Certification Proposal. If the payment is not received by the expiry date, the Application will be regarded as voluntarily terminated.  
客戶需按『認證計劃』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，認證申請將被視為自願終止。

13.5 If the Subscriber fails to pay any fees on the respective due dates HKCC will be entitled to charge interest on the outstanding fee at the rate of 3% per month from the date the payment became due until actual payment is made. If the payment becomes overdue by two months, the Certificate may be suspended by HKCC; otherwise the Certificate may be cancelled at HKCC's unfettered discretion.  
如果客戶未能如期支付任何費用，『本中心』將自付款最後限期日起計算，每月收取所欠款項的百分之三利息，直至有關款項已悉數付妥。如拖延付款兩個月，『本中心』可以暫停其認證證書，或『本中心』會考慮取消其認證證書。

#### 14. Validity Period有效期

14.1 These Regulations shall come into force when a signed valid Application Form has been returned by the Subscriber, and remain in force unless the Application or Certificate is withdrawn for justified reasons or cancelled by



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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或取消申請或認證證書為止。

#### 15. Product / Process Changes 產品 / 生產過程的改變

15.1 The Subscriber shall inform HKCC in writing without delay any significant changes to the product, manufacturers and/or manufacturing sites, components, manufacturing process or quality management system (including Quality Manual), which may affect the conformity of the product. In such case, HKCC shall evaluate the degree of such changes to the product quality and may demand an assessment for such changes and the Subscriber may be asked not to release the product before the performance of an on-site assessment.

客戶需及時將任何與其產品、生產商及/或生產場地、零部件、生產流程、品質管理體系（包括品質手冊）等可影響產品符合性的改動通知HKCC。HKCC會評估產品受影響的程度，并可要求對這些改動進行評審，而在實地評審通過前可能不得出售產品。

#### 16. Subscriber's Information Changes 客戶資料變更

16.1 The Subscriber shall inform HKCC in writing without delay, if there is any change to Subscriber's information which may affect its conformance to certification requirement, such as company's name, address, correspondence address, legal status, management's representative, ownership, structure, business nature, or 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 Subscriber the verification results and update the certification records.

如客戶資料有任何變更，而該類變更可能影響認證要求的符合性，諸如公司名稱、地址、聯絡地址、法律地位、管理層代表、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認證紀錄。

#### 17. Updating of Test Standard(s) 測試標準的更新

17.1 If the Standard(s) / requirements applying to the certified products covered by these Regulations are modified, HKCC will inform the Subscriber by



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#### (適用於LED照明產品認證計劃)

written notice (or equivalent means), stating at what date the modified Standard(s) / requirements will become effective, and advising the Subscriber of any need for a supplementary examination of the Certified Products which are subject to these Regulations.

如本條例包含的產品認證標準 / 要求被修改，『本中心』將以書面方式 (或等同方法) 通知客戶，說明有關標準 / 要求的生效日期，如有需要，會通知客戶進行認證產品所需的補充核查。

- 17.2 Within a specified period of time (as stated in the notification) after receipt of the advice described in Clause 17.1, the Subscriber will inform HKCC by written notice (or equivalent means) whether it is prepared to accept the modifications. If the Subscriber gives confirmation within the specified period of its acceptance of the modifications and provided that the result of any supplementary examination is favorable, a Certificate will be issued by HKCC.

在收到條款17.1所述之通知後規定的時間內 (通知書中載明)，客戶應以書面通知『本中心』是否準備接受有關的修改。如果客戶在規定期限內接受修改，且能滿足所有補充核查的要求，『本中心』將頒發認證證書。

- 17.3 If the Subscriber advises HKCC that it is not prepared to accept the modifications within the time specified in accordance with Clause 16.2 or if it allows the term for acceptance to lapse, or if the result of any supplementary examination is not favorable, the Certificate covering the particular product will cease to be valid on the date on which the modified specifications become effective, unless otherwise decided by HKCC.

如果客戶在條款17.2列明的期限內通知『本中心』不準備接受修改，或超過所列明的回覆時間，或補充檢查結果不合格，除非『本中心』另有決定，否則有關產品的認證證書在修改規例生效之日起將被終止。

### 18. Liability責任

- 18.1 The Scheme is a product certification scheme that helps the public to identify LED lighting products which comply with specific safety and performance requirements.

『計劃』是一個旨在幫助公眾驗明LED照明產品是否符合指定產品安全及效能要求的產品認證計劃。

- 18.2 HKCC shall not be liable to the Subscriber for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the certification of the Subscriber under Scheme or the sale of products or rendering of services to the public by the Subscriber (whether or not by reference to the Certificate) and notwithstanding the generality of the



## HKCC Regulations for Product Certification (for LED Lighting Products Certification Scheme)

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foregoing HKCC expressly excludes liability for consequential loss or damage suffered by a Subscriber including any loss or damage resulting from claims brought by any clients or customers of the Subscriber, 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『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（無論是否與認證證書有關）相關的任何損失或損害，包括由于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。

18.3 Subject to Clause 18.2 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18.2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。

18.4 The Scheme Owner and its Independent LED Lighting Advisory Committee (hereinafter referred as the "Committee") shall not be liable to the Subscriber for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Subscriber, or by a purchaser of the products from the Subscriber, or by any other third party, whether direct or consequential (including but without limitation to any economic loss or other loss of turnover, profits, business or goodwill) arising out of any dispute or contractual tortious or other claims or proceedings made by or brought against the Subscriber in relation to the any products.

『計畫所有方』和其獨立的LED照明產品諮詢委員會（以下簡稱『委員會』）不會對客戶、產品買家或任何第三方組織承擔任何損失、損害、成本、法律費用、專業及任何性質的其他費用，不論直接還是間接由此而產生的任何糾紛或合同侵權或其他索償或作出、提請對相關客戶訴訟（包括但不限于任何經濟損失或營業額，利潤，業務或商譽損失等）。

18.5 The Committee and Scheme Owner are not responsible in any way whatsoever for dealing with any disputes or contractual, tortious or other claims or proceedings of the type referred to in clause 18.4.

『委員會』和『計畫所有方』不會就任何形式處理條款18.4所述的糾紛或合同、侵權、其他索償或訴訟負上責任。

### 19. Indemnity賠償

19.1 The Subscriber 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



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#### (適用於LED照明產品認證計劃)

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：

19.1.1 the certification of the Subscriber under the LED Lighting Product Certification Scheme.

LED照明產品認證計劃下的客戶認證。

19.1.2 the manufacture, use or sale of any products or the provision of any services by reference to the Certificate under the LED Lighting Product Certification Scheme.

與LED照明產品認證計劃下的認證證書有關的產品生產、使用、銷售或服務。

19.2 The Subscriber agrees to pay, discharge and indemnify the Committee and the Scheme Owner, their officers, servants and agents at all times against all and any loss, damages, costs, legal costs, professional and other expenses referred to in clause 18.4 and 18.5.

客戶同意在任何情況下履行并賠償給『計畫所有方』及『委員會』、其雇員和代理人于條款18.4和18.5上所涉及的任何損失、損害、費用、法律費用、專業費用及其他費用。

## 20. Appeal / Dispute 上訴 / 爭議

20.1 All disputes that may arise in connection with the Scheme and / or with these Regulations are to be settled in accordance with the appeal procedure as prescribed by HKCC.

所有可能與『計劃』相關的，或與本條例相關而產生的爭議，均根據『本中心』規定的上訴程式進行處理。

## 21. Alterations 變更

21.1 These Regulations may from time to time be altered by HKCC. No such alterations will affect the right of the Subscriber to use Certificate or claim to



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be certified under the Scheme unless it has been given notice in writing of such alterations by HKCC, who will notify the Subscriber of the date by which it must comply with the altered Regulations, which will not normally be less than thirty days 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，該類變更對香港安全標志計劃下的客戶使用認證標志、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三十天。

#### 22. Notice通知

22.1 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。

#### 23. Waiver棄權

23.1 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。

#### 24. Governing Law監管法律

24.1 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。

24.2 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 --