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PRC STATE COUNCIL BULLETIN

No 31, 20 NOVEMBER 1985

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CHINA REPORT
POLITICAL, SOCIOLOGICAL AND MILITARY AFFAIRS

PRC STATE COUNCIL BULLETIN

No 31, 20 NOVEMBER 1986

Beijing ZHONGHUA RENMIN GONGHEGUO GUOWUYUAN GONGBAO [PRC STATE COUNCIL BULLETIN] in Chinese No 31, 20 Nov 85

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RULES ON EXECUTION OF STORAGE CONTRACTS

Beijing STATE COUNCIL BULLETIN in Chinese No 31, 20 Nov 85 pp 1053-1058

[Detailed Rules on the Execution of Storage Contracts (approved by the State Council on 25 September 1985 and promulgated by the Ministry of Commerce, Ministry of Foreign Economic Relations and Trade and the State Bureau of Materials and Equipment on 15 October 1985)]

(Guohan zi [0948 0428 1316] (1985) No 152)

[Text] Chapter I. General

Article 1. These detailed rules are formulated in accordance with relevant provisions of the "Economic Contract Laws of the PRC" (carried in No 26, 1981 of this Bulletin).

Article 2. The storage contract (hereinafter the contract) is an agreement reached between the party depositing the stock and the party keeping the stock for the purpose of speeding up the flow of goods, taking proper care of the goods and improving economic results, which clearly stipulates the rights and obligations of both parties.

Article 3. These detailed rules apply to storage contracts signed between legal bodies engaged in lawful storage business and legal bodies that consign their goods to storage, and approved and verified by the industrial and commercial administrative organs.

Chapter II. Conclusion of Storage Contracts

Article 4. Contracts must be made in accordance with the laws and regulations of the state and in conformity with the requirements of state policies and plans. They must also be made in conformity with the principles of equality and mutual benefit, of achieving unanimity through consultations and of compensation at equal values.

Article 5. A contract is established when, in the light of the consignment plan of the party depositing stock and the storage capacity of the party keeping stock, the parties to it have achieved unanimity on the principal

clauses of the contract in accordance with the law and when the legal representatives, or authorized proxies of the parties to it, have signed it and affixed the seal of their respective units or the seal for the special use of the contract. When the legal representative is authorizing a proxy from his unit to sign the contract, a proxy statement from the unit should be produced in advance.

When concluding contracts as proxies, legal bodies must obtain proxy statements from their deputizing units in advance and sign the contracts in the name of their deputizing units within the limits of their authorized power before they can directly bring the rights and obligations to bear on their deputizing units.

Article 6. A contract should be in the form of writing. Correspondence by mail or cable concerning contract amendments agreed upon by the parties through consultation, drawings and copies of purchase and sale contracts are an integral part of that contract. A party shall be deemed to agree with the contract amendments if he fails to raise objections within 15 days of receiving correspondence by mail or cable to this effect or within the time limit stipulated in the contract.

Article 7. The following terms should be included in the contract:

- i) The name or category of the goods;
- ii) the quantity, quality and packaging of the goods;
- iii) the contents, standards, method and time for the acceptance of goods;
- iv) the conditions and requirements for the storage of the goods;
- v) the procedures, time, place and mode of transport for the delivery of the goods;
- vi) standards for determining the damage of goods and the disposal of damage;
- vii) items and standards for calculating fees and the method, bank, account number and time of settlement;
- viii) the delineation of responsibilities and the handling of breach of contract;
- ix) the period of validity of the contract; and
- x) the prescription allowed for modification and cancellation of the contract.

Article 8. The inspection, packaging, insurance and transport of goods in storage must be clearly specified in the contract or in a separate contract.

Chapter III. Storing of Goods

Article 9. The execution of the storing plan:

The party keeping stock should assume liability for breach of contract if it fails to accept the goods wholly or partly in accordance with the name (category) of commodity, time and quantity agreed upon in the contract;

The party depositing stock should assume liability for breach of contract if it fails, wholly or partly, to deliver for storage goods in accordance with the name (category) of commodity, time and quantity (including storage above and beyond the agreed quantity) agreed upon in the contract.

Article 10. The handing over of goods delivered:

Unless otherwise stipulated in the contract, goods delivered to the warehouse by the party depositing stock or by transport departments or supply units, or picked up by the party keeping stock from the supply unit, station, port, and so on, must be handed over and accepted without ambiguity, with responsibilities clearly delineated, in accordance with Article 11 of the present detailed rules or relevant regulations of the state. In the event of problems discovered during the handing over, the party keeping stock may refuse acceptance if the party depositing stock is from the same city or town. The party keeping stock should, however, accept and keep in temporary custody out-of-town arrivals or deliveries from ports, stations, airports or post offices within the same city or town, and notify the party depositing stock and supplying party within the prescribed period of acceptance. Transport and other departments should provide evidence. All losses and costs accrued during the period of temporary custody shall be borne by the party to whom liabilities are due.

Chapter IV. Acceptance of Goods

Article 11. For the party keeping stock, the regular items of checking before acceptance are: The name, specifications, quantity and outer packaging of the goods as well as the quality of the goods that is visible and discernible without unpacking.

Markings on the outer packaging or on the goods shall be taken as the basis of the name, specifications and quantity of the packaged goods. In case there are no markings on the outer packaging or on the goods, the checklist furnished by the supplying party shall be taken as the basis.

Goods in bulk shall be checked and accepted in accordance with relevant state regulations or contract terms.

Article 12. Actual economic losses arising as a consequence of the failure of the party keeping stock to check and accept the goods in accordance with the items, methods and time limit stipulated in the contract or in the present detailed rules, or losses arising as a consequence of inaccurate checking and acceptance, shall be borne by the party keeping stock. Unless otherwise

stipulated in the contract, the party keeping stock shall only be responsible for the accuracy of checking and accepting that part of goods which is required by the contract to be spot checked in accordance with a prescribed ratio and for actual economic losses attributed to that part of goods as a consequence of this.

The party depositing stock shall assume the responsibility for errors in checking and for delays in the claiming of damages if these arise as a consequence of its failure to supply the necessary data for inspection or if the data supplied are incomplete or untimely.

Article 13. Unless otherwise stipulated in the law or in the contract, the time limit for checking before acceptance shall be no more than 10 days for domestic deliveries and no more than 30 days for overseas deliveries. Actual losses arising as a consequence of exceeding the time limit for checking and acceptance shall be borne by the party keeping stock.

The time limit for the checking and acceptance of goods refers to the period from the day the goods and all data for checking and acceptance are sent to the party keeping stock to the day the checking and acceptance report is sent off. For dates, the chops of the transport or post and telecommunications department or the date direct deliveries are signed in are to be taken as the standard.

Chapter V. Storage of Goods

Article 14. The responsibilities of the party keeping stock are:

- i) To store goods in accordance with the storing conditions and requirements stipulated in the contract;
- ii) Unless otherwise stipulated in the contract, it should notify the party depositing stock 60 days prior to the expiry of the goods (only insofar as the expiry date is clearly indicated on the outer packaging or on the goods or if it is so stated in the contract); it should also notify the party depositing stock in good time of any abnormalities with the goods;
- iii) To handle dangerous and perishable goods in accordance with state regulations or contract terms.

Article 15. The responsibilities of the party depositing stock are:

- i) To clearly indicate in the contract dangerous goods that are inflammable, explosive, prone to leak or toxic, as well as special goods that are perishable and that exceed the prescribed limits, and to supply the party depositing stock with the necessary technical data regarding their storage and transport;

ii) To handle in good time goods that are close to the expiry date or are showing abnormalities.

Article 16. Losses arising as a consequence of force majeure, natural factors or the nature of the goods itself (including packaging) during the period of storage shall be borne by the party depositing stock if the party keeping stock has already fulfilled the storage requirements stipulated in the contract.

Article 17. Where state or professional standards are present, spoilage and short weight occurring while the goods are in storage or in transit shall be handled in accordance with state or professional standards; where such standards are not present, they shall be handled in accordance with contract terms.

The party keeping stock shall be responsible for inventory profits and losses.

Chapter VI. Packaging of Goods

Article 18. The packaging of goods is the responsibility of the party depositing stock. Where state or professional standards are present, it shall be handled in accordance with state or professional standards; where such standards are not present, it shall be decided upon by the parties to the contract under the premise of ensuring transport and storage safety.

Article 19. The party keeping stock shall be responsible for repairing or reimbursing at a given price damaged packaging caused by improper storage or handling when the goods are in storage. The party keeping stock shall be held responsible for goods thus damaged.

Article 20. The party depositing stock shall be held responsible for goods damaged or deteriorated as a consequence of its failure to conform to state or contract specifications regarding packaging.

Chapter VII. Discharge of Goods

Article 21. Goods should be discharged on a first come first served basis or perishables first (perishable here only refers to goods that are so indicated in the contract or shown in the exteriors of the goods). Actual losses arising as a consequence of failure to adhere to this shall be borne by the party keeping stock.

Article 22. The responsibilities due to the party depositing stock or consumers that takes delivery of the goods or to the party keeping stock that makes delivery are delineated as follows:

- i) Handing over procedures should be completed in the presence of both parties;
- ii) The party keeping stock should assume the liability for breach of contract if it fails to deliver the goods according to the time and quantity stipulated in the contract; the party depositing stock should assume the liability for breach of contract if, for reasons attributable to the party depositing stock (including the consumer), the goods cannot be discharged on time when notice for the discharge has been served or upon expiry of the contract;

iii) The party depositing stock shall be held responsible for actual losses arising as a consequence of errors in dispatch documents of the party depositing stock.

Article 23. The responsibilities due to the party keeping stock in making transport arrangements shall be:

i) The party keeping stock shall be responsible for submitting the transport plan to the transport department and for completing consignment and dispatch procedures;

ii) The party keeping stock shall be responsible for making good actual losses arising as a consequence of its failure to dispatch goods at the appointed time and according to the requirements agreed upon in the contract or errors such as dispatching the goods to the wrong destination or consignee;

iii) The party depositing stock should assume the liability for delays and increases in related costs arising as a consequence of its failure to promptly supply packaging materials as agreed upon in the contract or to modify the mode of transport, the destination or the consignee within the stipulated time limit.

Article 24. Unless otherwise stipulated in the contract, disputes over the quantity or quality of goods shipped by the party keeping stock on commission should be handled by the party keeping stock, and the cost should be borne by the party to whom liabilities are due.

When the original packaging, wrapping and labels are intact but the name, specifications, quantity and variety do not conform to those indicated on the packaging or on the goods, disputes over quantity and quality and other problems should be handled in accordance with relevant state regulations or contract terms, unless these are due to failure to inspect items that are required by the contract to unpack (unwrap) for inspection or due to faulty inspection, in which case the liabilities should be borne by the party keeping stock.

Chapter VIII. Liabilities for Breach of Contract

Article 25. Unless otherwise stipulated in the contract, the party that violates Article 9 and paragraph (ii) of Article 22 of the present detailed rules must pay breach of contract penalty to the other party. The amount of penalty shall be three months' storage fees (or rent) or three times the service charges in respect of the goods in question.

Where the other party suffers economic losses due to breach of contract, if the penalty cannot cover the actual losses, the difference should be made good in the form of compensation.

Where the other party suffers economic losses due to other acts of breach of contract, the actual losses must be paid for.

Article 26. Compensation for losses is to be computed at purchase price or at readjusted price approved by the state; where the damaged goods still have remaining value, that value should be deducted or the damaged goods should be handed to the party that makes the compensation. There shall be no compensation in kind.

Chapter IX. Supplementary Provisions

Article 27. Where disputes arise over the storage contract, the parties to the contract should seek settlement through consultation; when no agreement can be reached through consultation, either party may apply to contract administrative offices for mediation or arbitration. It may also take the case directly to the people's court.

Article 28. Storage contracts concluded between individual and collective households engaged in lawful storage business with the approval of industrial and commercial administrative organs on the one hand and individual and collective households in cities and towns or legal bodies on the other, as well as contracts concluded between legal bodies engaged in lawful storage business and individual and collective households in cities and towns, shall be executed in the light of the present detailed rules.

Article 29. These detailed rules shall go into effect on 1 January 1986.

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CSO: 4005/611

RULES FOR IMPORTED ELECTRICAL APPLIANCES

Beijing STATE COUNCIL BULLETIN in Chinese No 31, 20 Nov 85 pp 1067-1069

[Provisional Rules for the Inspection and Control of Imported Electrical Appliances (promulgated by the Ministry of Foreign Economic Relations and Trade, Ministry of Commerce and State Administration of Import and Export Commodities Administration on 19 September 1985)]

(Guojian Sanlian Zi [0948 2914 0005 5114 1316] (1985) No 462)

[Text] In accordance with the "Regulations on Import and Export Commodities Inspection of the PRC" and their rules for implementation (carried in Nos 2 and 21, 1984 of this Bulletin), these rules are formulated to strengthen the inspection and control of imported electrical appliances.

1. Imported electrical appliances (referring to color and b/w television sets, tape recorders, hi-fi equipment, video recorders, refrigerators, washing machines, air conditioners, electric fans and loose parts thereof) must be inspected by the Commodities Inspection Administration or its approved inspection agencies within the time limit stipulated in the contract. The marketing of uninspected imported electrical appliances and the assembling and production of loose parts thereof are prohibited.
2. As a rule, whole imported electrical appliances should be inspected at the port of entry while loose parts thereof should be inspected at the place of assembly. Receiving and user departments at the ports where whole electrical appliances are imported must promptly apply to the local commodities inspection administrations for inspection in accordance with the prescribed procedures, and can only market these appliances when they have been inspected by the commodities inspection administrations or their approved inspection agencies, are found to be up to the quality and safety standards stipulated in the contract, and have been issued an inspection advice. Loose parts of imported electrical appliances are to be inspected by the receiving and user departments themselves after reporting to the commodities inspection administration without delay. When these have been inspected and found to be up to standards, an inspection advice is to be submitted to the commodities inspection administration. The receiving and user departments can only proceed with assembly and production after the inspection advice has been verified by the commodities inspection administration.

3. When claims have to be made on substandard deliveries after inspection by approved inspection agencies or by receiving and user departments, it is necessary to apply to the commodities inspection administration for re-inspection or verification 20 days prior to the expiry of the claims period stipulated in the contract. Inspection of each batch should be completed within 10 days of application for inspection. Ample representative samples for re-inspection as well as typical objects, photographs and other materials must be set aside for use in making claims on foreign parties.

4. Receiving and user departments or forwarding agents must apply to the port commodities inspection administration for inspection of damage without delay when whole imported electrical appliances and loose parts thereof are found to be damaged while at the port. Except when notified by port commodities inspection administrations to carry out translocated inspection and issue inspection report, inland commodities inspection administrations do not, as a rule, handle inspection of damage.

5. Units concerned should actively cooperate with the commodities inspection administration and its approved inspection agencies in their inspection tasks by providing them with the necessary working conditions, and should be responsible for cleaning up the place and repacking the goods after sampling.

6. Quality specifications, acceptance criteria and inspection and testing methods constitute the principal basis of inspection work. Thus, a quality inspection clause must be included when signing import contracts with foreign parties.

7. Commodities inspection administrations of various localities shall be responsible for the supervision and control of the inspection of imported electrical appliances in the areas under their jurisdiction. Upon the arrival of imported electrical appliances, foreign trade forwarding departments must provide the port commodities inspection administration with a cargo flow advice for each batch of goods, and the latter should pass on without delay the cargo flow advice to inland commodities inspection administration concerned. Receiving and user departments and inspection agencies approved by the commodities inspection administration should subject themselves to the supervision of the commodities inspection administration in performing inspection, and must report results of claims, quality analysis and other information to the commodities inspection administration concerned every 3 months.

8. Inspection performed by the commodities inspection administration and its approved inspection agencies shall be charged fees in accordance with relevant commodities inspection regulations.

9. Any party that fails to submit for inspection whole imported electrical appliances which are required by the present rules to be inspected by the commodities inspection administration or its approved inspection agencies; any party that neglects to report to the commodities inspection administration, fails to carry out inspection in accordance with the standards stipulated in

the contract and commissions into production without submitting inspection reports and obtaining authorization loose parts of imported electrical appliances accepted by receiving and user departments; and any party that alters the name of the imported electrical appliances and evades inspection by the commodities inspection administration shall be given a warning or a fine by the commodities inspection administration in accordance with relevant provisions of the "Regulations on Import and Export Commodities Inspection of the PRC" and the seriousness of the case. Violation of the criminal law shall be handled by the judiciary organ.

10. The present rules shall go into effect on 1 October 1985.

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CSO: 4005/611

RULES ON USE OF 'COMMODITIES INSPECTION LABELS'

Beijing STATE COUNCIL BULLETIN in Chinese No 31, 20 Nov 85 pp 1069-1072

[Rules on the Control of the Use of "Commodities Inspection Labels" on Exported Electrical Appliances (Provisional) (promulgated by the State Administration of Import and Export Commodities Inspection on 10 July 1985)]

(Guojian Sanzi [0948 2914 0005 1316] (1985) No 361)

[Text] Chapter I. General

1. In accordance with the relevant provisions of the "Rules for the Implementation of the Regulations on Import and Export Commodities Inspection of the PRC" (carried in No 21, 1984 of this Bulletin), these rules for the control of "commodities inspection labels" on certified exported electrical appliances are formulated to improve the quality of exported electrical appliances, ensure safety in the use of such appliances, safeguard the prestige of China, strengthen China's competitiveness in the market, and promote the development of foreign trade.
2. The State Administration of Import and Export Commodities Inspection of the PRC (hereafter referred to as State Commodities Inspection Administration) shall assume unified control of the use of "commodities inspection labels" on exported electrical appliances. The local commodities inspection administrations shall control the use of "commodities inspection labels" on exported electrical appliances in their own localities.
3. "Commodities inspection labels" of certification are subdivided into quality certification and safety certification.

"Commodities inspection labels" of quality certification indicates that the commodities bearing the labels have been inspected by the commodities inspection administration in accordance with state, professional or international standards and that they conform to all the prescribed requirements.

"Commodities inspection labels" of safety certification indicates that the commodities bearing the labels have been inspected by the commodities inspection administration in accordance with state or international safety standards for electrical appliances and that they conform to all the prescribed requirements.

4. The format of the "commodities inspection labels" shall be designed in a unified way by the State Commodities Inspection Administration. Local commodities inspection administrations shall be responsible for printing and exercising control over the use of these labels.

Chapter II. Application Procedures

5. All enterprises engaged in the production and sale of electrical appliances shall be eligible to apply for the use of "commodities inspection labels."

6. Clients applying for the use of "commodities inspection labels" should first apply to their local commodities inspection administrations by furnishing (in person or in writing) basic details regarding the factory and commodities as well as the particulars of the applicant.

7. The commodities inspection administration shall deliver to the applicant a checklist of data and samples necessary for inspection, a quotation of estimated cost, together with the application forms (in triplicate) by post within 5 days.

8. Upon receiving the letter and application forms, the applicant should complete the two application forms and send them, together with the relevant data and all samples, to the commodities inspection administration without delay.

9. Upon receiving the completed application forms as well as the data and samples necessary for certification, the commodities inspection administration should issue a receipt to the applicant and the manufacturing factory and provide details regarding further steps to be taken.

Chapter III. Examination and Approval

10. The commodities inspection administration shall, in accordance with relevant inspection standards, appraise the samples and examine whether or not the design blueprints and technological operating rules are rational.

11. When the samples are found to be up to standards, the commodities inspection administration shall dispatch a team of engineers and technicians to the manufacturing factory to begin inspection. Major items of inspection shall be:

i) The name, model and serial number of the product, and also the standard name and standard number used for the purpose of certification.

ii) Initial test. This includes: sampling; testing equipment and the equipment inspection system; testing methods and evaluation of inspection results; the state of the quality control system and q.c. (quality control) handbook or q.c. manual.

iii) Basic production process. This includes: production plan; control of working procedures; and supplementary drawings showing the conditions at various stages.

iv) Whether or not there are independent inspection departments for quality control. This covers: the conditions regarding the personnel of inspection departments; whether or not the personnel concerned has any knowledge of the test items in respect of the standards in question; whether or not the inspection personnel has carried out supervision and inspection over materials, the running of the process of production and the finished products; the use of testing equipment; and a summing up of defects found over the past 6 months as well as findings of tests conducted in accordance with the relevant standards.

v) Guidelines on the use of materials and parts and components purchased, as well as methods of quality assurance adopted.

vi) Packaging and product labels. This includes: packaging serial number; batch size; ways of separating products of dubious quality; the presence or otherwise of symbols connected with the label of certification; the presence or otherwise of special requirements regarding the design and use of certification labels; the presence or otherwise of manuals for installation and use.

12. The commodities inspection administration shall notify the applicant of the initial inspection and the result or inadequacies of the initial test. Remedial measures are to be taken in connection with the inadequacies within the prescribed time limit. When it is considered that all the requirements have been fulfilled, the commodities inspection administration shall only repeat the initial test and the necessary part of the initial inspection. If the requirements are not met, the application shall be deemed null and void.

Chapter IV. Supervision and Inspection

13. The commodities inspection administration shall, at irregular intervals, carry out spot check (with samples taken from production lines, warehouses or the market) of commodities requiring certification in accordance with relevant standards. At the same time, it shall also carry out day-to-day supervision over the quality control system of factories in accordance with the relevant provisions of Chapter III of the present rules.

14. Special inspection shall be carried out should the following situations arise:

i) When changes occur in any factory equipment, inspection facilities or production technology;

ii) When a client questions whether or not a commodity bearing the "commodities inspection label" is up to standard;

iii) When it is discovered through day-to-day supervision that "commodities inspection labels" have not been used in accordance with regulations or the products are not up to standard.

Should the above situations arise, the enterprise concerned shall be ordered to terminate the use of "commodities inspection labels" and make improvements within a prescribed time limit. Special inspection shall be carried out by the team of engineers and technicians on the part which has been improved within the stated time, and permission for resuming the use of "commodities inspection labels" shall only be granted if the requirements are met. If the requirements are not met, the "commodities inspection labels" shall be cancelled.

15. Upon completion of the "special inspection," the team of engineers and technicians shall compile a general report in triplicate. The report shall include: participating personnel from both sides, items and methods of inspection, concluding remarks and suggestions. A copy of the report must be presented to the factory and to the applicant as a basis of whether or not the "commodities inspection label" can continue to be used on the commodity.

An inspection report must be completed in triplicate after each "day-to-day supervision and inspection." The factory, marketing unit and inspection unit shall each keep one copy for use as a basis for monitoring changes in the level of production.

16. After a certain standard which serves as the basis of certification has been revised, the commodities inspection administration should, when giving notification on the date the new requirements of the revised standard are to become effective, give the factories ample time to make preparation for submitting new samples for inspection. After the revision of standards, should an applicant be unwilling or unable to guarantee the production of commodities that meet the new requirements, the commodities inspection administration must formally notify the applicant to cancel the "commodities inspection labels."

17. In the case of products that are not produced in continuity, such as products that have ceased to be produced for a period of more than 3 months, it is necessary to apply to the commodities inspection administration for "requested cessation of inspection." During the period of "requested cessation," the commodities inspection administration shall cease going to the factory for inspection. After resuming production, the factory shall notify the commodities inspection administration to carry out inspection once again. For products that have ceased to be produced for a period of more than one year, it is necessary to re-apply for permission to use the "commodities inspection labels."

18. In the light of working requirements and through the examination and approval of the State Commodities Inspection Administration, the above-mentioned inspection and certification task can be performed by approved laboratories that meet given requirements under the supervision of the commodities inspection administration.

19. With the approval of the commodities inspection administration, the applicant may specially assign a person to be responsible for maintaining regular contacts with the commodities inspection administration and to supervise the quality assurance system and the use of "commodities inspection labels" on the factory.

Chapter V. Standard of Payment

20. Sample assessment fee: Depending on the different specified requirements of each commodity and how difficult the task of assessment, a fee of between 500 and 3,000 yuan shall be charged.

21. Factory evaluation fee: Depending on the number of specialized personnel, the length of time and the amount of traveling expenses required, a fee of between 500 and 1,500 yuan shall be charged for the initial inspection of factories (including the evaluation of factories).

Chapter VI. Others

22. "Commodities inspection labels" shall be printed by a printing house designated by the commodities inspection administration and the printing expenses shall be borne by the applicant.

23. An applicant may advertise commodities that have been granted permission to use "commodities inspection labels" as such. However, the wording used in the advertisement must be approved by the commodities inspection administration in advance to avoid confusion over certified and uncertified commodities.

24. "Commodities inspection labels" can only be attached on commodities that have been submitted to and certified by the commodities inspection administration. Should this provision be violated, the commodities in question shall be sealed up and taken away and consignments already delivered must be returned. In addition, a fine shall be imposed in accordance with relevant provisions of the commodities inspection regulations.

25. "Commodities inspection labels" must not be traded or transferred. Any violation shall be punishable by a fine in accordance with the seriousness of the case. Forgery of "commodities inspection labels" shall be held legally responsible in accordance with relevant provisions.

26. These rules shall go into effect on the day of their promulgation. The right to interpret these rules resides in the State Commodities Inspection Administration. Matters not yet attended to shall be amended by the State Commodities Inspection Administration.

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CSO: 4005/611

END