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1. Scope of Application

(1) These Testing and Certification Regulations govern all testing and certification services TÜV Rheinland Hong Kong Ltd. ("TRHK") renders.

2. Contractual Basis

(1) Ordering party, hereinafter referred to as "Client", places an order with TRHK or with a subsidiary of TÜV Rheinland Holding AG (hereinafter referred to as "subsidiary").

(2) Tests are generally carried out in TÜV Rheinland Group's laboratories or in laboratories bound with TÜV Rheinland Group's laboratories by contract.

(3) TRHK adheres to ISO/IEC 17025 ("General requirements for the competence of testing and calibration laboratories"), ISO Guide 65 ("General requirements for assessment and accreditation of bodies operating product certifications systems") and ISO/IEC 17065 ("Conformity assessment – Requirements for bodies certifying products, processes and services").

3. Certificate Schemes

(1) Type 1a (ISO/IEC 17067)

TRHK certification body may issue the following certificates which do not include license to use any TRHK Mark.

- (a) Certificate of Conformity issued according to Japan DENAN law in its capacity as a Registered Certification Access Body (RCAB).
- (b) Certificate of Conformity, based on TRHK's "Technical Standard Compliance" certification scheme.
- (c) T-Mark certificate, based on TRHK's Hong Kong T-Mark Certification Scheme (HK-T CS).

(2) Type 5 (ISO/IEC 17067)

TRHK may issue the following certificates which include a license to use related TRHK Mark:

- (a) Hong Kong S-Mark certificate, based on TRHK's Hong Kong S-Mark Certification Scheme (HK-S CS).

(3) Type Examination Certificate based on Gulf Cooperation Council Technical Regulation

4. Obligations and Rights of Client

(1) Client affirms to fulfill the following obligations:

(a) Applicable to all certification schemes

- Certified products are and will be manufactured as being certified.
- Client shall not use product certifications in such manners as to bring TRHK into disrepute and shall not make any statement regarding product certification which TRHK may consider misleading or unauthorized.
- Client shall ensure that no report and/or certificate or any part thereof is used in a misleading manner.
- Client shall comply with the requirements set by TRHK when making reference to its product certification in any communication media such as documents, brochures or advertising.
- Client shall use certification only to indicate that products are certified as being in conformity with specified standards.

- Upon termination, suspension, withdrawal or cancellation of certification, Client shall cease its use of all advertising matters that contain any reference to the certification and return certification documents as requested by TRHK.

- When providing copies of certification documents to the others, documents shall be reproduced in their entirety or as specified by certification scheme.

- Client shall comply with any requirement that may be prescribed in the certification scheme and is related to the use of marks of conformity or Notified Body Identification Number or the use of information in connection with the product.

- Client agrees that TRHK could release relevant information related to issued, withdrawn or not successful applied certificates to market surveillance authorities.

- Client agrees to fulfil the certification requirements including implementing appropriate changes when Client is communicated by TRHK.

- Client shall make all necessary arrangements for the conduct of the evaluation and surveillance (if required by the certification scheme), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and Client's subcontractors.

- Client shall keep record of all complaints made known to it relating to compliance with certification requirements and make these records available to the certification body when requested.

- Client shall take appropriate action, including investigation, with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.

- Client shall document the actions taken.

- Client shall inform TRHK, without delay, of changes that may affect its ability to conform with the certification requirements including, but not limited to the following: (i) the legal, commercial, organizational status or ownership; (ii) organization and management (e.g. key managerial, decision-making or technical staff); (iii) modifications to the products or the production method; (iv) contact address and production sites; and (v) major changes to the quality management system.

(b) Applicable to Type 1a

- Successively manufactured products cannot be claimed as status "certified" but can be described as manufactured according to certified products.

(c) Applicable to Type 5

- Samples provided for evaluation are representative for the batch.

- Client shall produce products, for which certificate is granted to, according to the same specifications of the products which are certified as in conformity with the normative documents as specified in concerned certification scheme.

- Client shall notify TRHK beforehand of any product change.

- Client shall notify TRHK beforehand of changes about quality system or manufacturing sites. Continued licensing will depend on results of additional tests or inspections.

- Persons representing TRHK, together with any observer(s), will have unobstructed access without prior notification to inspect premises of facilities related to certification during normal working hours of premises involved.

- Client shall take note of the findings about recurrent production controls and of the surveillance audits conducted by TRHK or subsidiaries and improve nonconformities within agreed timeframe.

- Client shall keep records and report to TRHK any complaints regarding those aspects of products covered by a certification.

- Client shall take appropriate action with respect to such complains and any deficiencies found in products that affect compliance with the requirements for certification.

- Client shall document actions taken.

(d) Applicable to Type Examination Certificate based on Gulf Cooperation

- Samples provided for evaluation are representative for the batch of the products.
 - Client shall produce products, for which certificate is granted to, according to the same specifications of the products which are certified as in conformity with the normative documents as specified in concerned certification scheme.
 - Client shall notify TRHK beforehand of any product change.
 - Client shall keep records of all complaints made known to it relating to compliance with certification requirements and makes these records available to TRHK when requested.
 - Client shall take appropriate action with respect to such complains and any deficiencies found in products that affect compliance with the requirements for certification.
- (2) Client has the following rights:
- (a) Client may publish the fact that it has been authorized to label products to which the license applies with TRHK's Certification Marks listed on the certificate.
- (b) Client may complain to or raise a dispute with the management of TRHK, if it is not satisfied with decisions of the testing/certification body. TRHK will give Client its decision and justification. If decision and justification are not acceptable for Client and no final conclusion can be agreed on with the management of TRHK, Client is free to call on Advisory Board or accreditation body or take legal actions to appeal.
- (c) After Type Examination Certificate based on Gulf Cooperation is issued, TRHK will affix its identification number to each certified product.
- (3) If requirements applied to certified products and related certificates including license to use related TRHK Mark under this agreement are to be changed, TRHK should inform the concerned Clients about the date when new requirements will become effective and about the transition period. TRHK will advise Client about conditions to continue certification after the end of the transition period. In general no later than one month before the end of transition period, Client shall inform TRHK whether it will apply new requirements and continue certification or whether certificate shall be cancelled.
- (a) If Client chooses to comply with modified requirements and result of supplementary evaluation is favorable, the certification body will issue a supplementary certification and/or will modify certification body's records accordingly.
- (b) If Client chooses not to apply modified standards, or if Client fails to respond before the end of the transition period, or if result of any necessary supplementary examination is not favorable, the certification shall be cancelled at the end of the transition period.
- (4) TÜV Rheinland Group, of which TRHK is a member, reserves the right to publish corporate names of Clients who hold the certifications of TRHK. A special consent of Client is not required.

5. Surveillance

This paragraph is applicable where certification scheme includes a license to use the related TRHK Mark.

- (1) TRHK carries out continuing surveillance of Client's conformity with the accepted requirements and obligations. An annual inspection is in general defined as minimum requirement.
- (2) Surveillance is organized and carried out centrally by TÜV Rheinland Group, to which TRHK is a member.
- (3) Nonconformities may lead to reduction of inspection interval, suspension or withdrawal of certification.

6. Expiration, Suspension or Withdrawal

- (1) Without due extension, certificates with an expiration date shall automatically become invalid upon the expiration date.
- (2) Suspension, as specified in the certification scheme, may apply for a limited time in the following circumstances:
- (a) Surveillance discovers any nonconformity of such nature that immediate withdrawal is not necessary.
- (b) Improper use of certificates or marks (e.g. misleading publications or advertisement) is not solved by appropriate corrective actions taken by Client in due time.
- (c) Client has obtained agreement of TRHK for a limited period of non-production or for other reasons.
- (d) There has been contravention of requirements of certification scheme or actions bringing certification scheme or certification body into disrepute.
- (3) A certificate, as specified in the certification scheme, shall be withdrawn if:
- (a) Client applies to terminate the certification.
- (b) Surveillance discovers serious nonconformity e.g. certified product is hazardous.
- (c) Corrective actions taken by Client for correction are inadequate after the certificate is suspended.
- (d) Client fails to settle financial obligations towards TRHK in due time.
- (e) There is any other contravention of licensing agreement with TRHK.
- (4) TRHK shall inform Client about suspension or withdrawal via registered letter (or equivalent means), stating reasons and date of suspension/withdrawal. Before declaring a certificate suspended/withdrawn, restricted or invalid, TRHK will provide Client an opportunity to express its point of view, unless such a hearing is impossible owing to urgency of such actions to be taken.

7. Payment

- (1) Client shall pay TRHK all expenses quoted by TRHK and agreed by Client for certification and surveillance services.

8. Confidentiality

- (1) TRHK ensures that confidentiality is maintained by its employees concerning all confidential information with which the employees become acquainted as a result of performance of the contacts with Client.
- (2) Client accepts that TRHK is entitled, by virtue of reporting obligations imposed by law or by authorities, to pass on information about certification which has come to its knowledge. At the request of an authority, such as an Accreditation Body, information, documentation etc. concerning both the contract with Client and the subject of the contract may be passed to authority. This may include, in particular, information about performance of audits, granting and withdrawal of certificates, attestations, incidents and risks indirectly or directly connected to certified products and/or management systems, etc.. TRHK reserves the right to debit Client's account for costs incurred for identifying and clarifying such incidents.

9. Coming into Effect

- (1) These Testing and Certification Regulations are effective as of date mentioned in footer. Previous regulations will cease to have validity as of the same date.

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