

1 Scope

- 1.1** This Testing and Certification Regulation applies to the agreed certification services, as well as to auxiliary services and other ancillary obligations within the scope of the certification contract.
- 1.2** This Testing and Certification Regulation shall take precedence over the General Terms and Conditions of Business of TÜV Rheinland in Greater China.
- 1.3** The Client's standard terms and conditions, including the Client's procurement terms and conditions (if any), shall not apply and are hereby excluded. Even if our company does not expressly object, the Client's standard contract terms shall not constitute part of the certification contract.
- 1.4** In This Testing and Certification Regulation, the term "Accreditation Bodies" includes approved and recognized bodies, and the terms "Accreditation Criteria," "Accreditation Requirements," and "Accreditation Procedures" shall respectively refer to the relevant procedures of such bodies.

2 Scope of Services

- 2.1** For projects where we hold accreditation, approval, or recognition, we will evaluate and certify the systems and products of manufacturers and service providers in accordance with national or international standards (referred to as "Accredited Certification"). For projects where we do not hold accreditation, we will evaluate and certify the systems and products of manufacturers and service providers in accordance with national or international standards (referred to as "Standard Certification"). We also provide our own third-party

certification services (referred to as "In-House Standards").

- 2.2** We will provide the agreed services in accordance with general technical rules and in compliance with the regulations applicable at the time of signing the certification contract. Unless otherwise agreed in writing or required by mandatory regulations to use specific methods, we reserve the right to reasonably and independently determine the review methods and types to be applied.
- 2.3** Accredited Certification will be carried out in accordance with the standards specified in the certification contract and/or the rules referenced in the certification contract (including the generally applicable accreditation standards for the specific certification standard, certification standards, all relevant application guidelines, and the accreditation requirements specified by the competent accreditation body). If the audit indicates that additional audit days are necessary to meet accreditation requirements, the Client shall bear the additional costs incurred unless the costs are caused by our responsibility. Standard Certifications are conducted according to the respective national or international standards. Certification procedures for issuing our own in-house certificates are implemented according to rules and regulations established by us.
- 2.4** If the results after completing the certification are positive, we will issue the corresponding certificate in accordance with Clause 3 of the General Terms and Conditions of this certification.
- 2.5** The Client has the right to object to certain auditors or technical specialists providing services if

sufficient and reasonable grounds are presented to us.

2.6 The audit team must obtain the Client's approval before engaging non-permanent personnel (external auditors) from TÜV Rheinland Group to perform audits. If the Client does not object within one week after receiving notice of the audit team's engagement of external auditors, it will be deemed as approved.

2.7 For Accredited Certifications, we are entitled to allow auditors from relevant accreditation bodies to witness audits. During the certification process, the Client agrees that evaluators from the accreditation body or the standard owner may review the Client's relevant documents and participate in the surveillance audit process.

2.8 Complaints or appeals regarding our audit content or certification process may be handled by a council or arbitration committee with the Client's consent.

2.9 The Client has the right to appeal certification decisions.

2.10 The Conformity Assessment Body of TÜV Rheinland (China) Ltd. reserves the right to release a list of assessed products and granted attestations of conformity for informational purpose to interested parties at www.certipedia.com. This covers in principle and includes the content of a valid attestation of conformity issues, with the exemption of the information on the manufacturing site. Special consent from the certificate holder is not required.

2.11 Certification activities of TÜV Rheinland (China) Ltd. based on ISO/IEC 17065 are fully self-funded

by the respective certification project fee and annual fee on a per-certificate basis and therefore independent from any external interest group.

3 Scope of Use of Certificates and Certification Marks

3.1 If the agreed certification process has been successfully completed, we will issue the corresponding certificate to the Client. The certificate is valid for the period specified in the certification contract; if the certification contract does not specify the validity period, the certificate is valid for the period provided in our specific certification terms.

3.2 After the issuance of the certificate as outlined in Clause 3.1, the Client is granted a direct, non-transferable, and non-exclusive license to use the certification mark within the specified validity period of the certificate, in accordance with the provisions in Clauses 3.3 to 3.15. The Client may also mention its certification in various mediums, such as documents, manuals, or advertising materials.

3.3 We only allow the Client to use the certificate and certification mark granted by us for the certified scope as specified in the certificate for the certified entity. It is prohibited to use the certificate and/or certification mark for areas outside the specified scope of certification.

3.4 For management system certifications, the Client may only use the relevant certification marks in connection with matters directly related to the name or logo of the certified entity. Management system certification certificates and marks may not be applied to the Client's products or used in the

description of the Client's products. Management system certification certificates and marks may not be used on product packaging, accompanying materials, laboratory test reports, calibration records, or inspection reports. If the Client wishes to make a declaration about the certified management system on product packaging or accompanying materials, such declarations must include at least:

- The Client's company name or the Client's company name and brand
- For multiple management systems, the specific types of management systems (e.g., quality management system, environmental management system) and the applicable standards, such as ISO 9001:2015, ISO 14001:2015
- The certification body: TÜV Rheinland (China) Ltd.

Note: Definitions of product packaging and accompanying materials should refer to ISO 17021-1:2015, Clause 8.3.3.

3.5 The Client guarantees that certificates and/or certification marks are used solely for the purpose of making objective statements regarding the certified entity or the certified scope. The Client must further avoid creating the impression that the certification represents an official inspection and/or that the system certification is a product test.

3.6 The Client is not authorized to alter certificates or certification marks.

3.7 The Client guarantees that it will clarify in its advertising and similar materials that certification is

carried out on a voluntary basis and is based on a contract under civil law.

3.8 The Client is not authorized to continue using the certificate if it no longer holds a valid certificate, particularly if the certificate has expired or the required surveillance audits have not been conducted.

3.9 If the Client violates the provisions of Clauses 3.1 to 3.8 above or other terms of the certification contract, the Client will immediately lose the right to use the certificate and/or certification marks without any need for us to explicitly terminate its usage rights.

3.10 The Client's rights to use the certificate and/or certification marks terminate at the end of the agreed regular validity period or, in cases of justified extraordinary termination, immediately.

3.11 If administrative regulations or court orders prohibit the continued validity of the certificate, the rights to use the certificate and/or certification marks also automatically expire.

3.12 If the rights to use the certificate and/or certification marks expire, the Client has the obligation to promptly return the certificate to us.

3.13 If the Client violates the terms and conditions of the certification contract, we reserve the right to claim damages.

3.14 The use of the certificate must not harm our reputation.

3.15 The Client is not authorized to make misleading statements about the certificate that we consider unauthorized.

3.16 If it is foreseeable that the Client will temporarily fail to meet certification requirements, the use of the certification certificate may be suspended. During the suspension period, the Client is prohibited from using the certification certificate in advertising. In the list of certified entities described in Clause 7 of the General Terms and Conditions of this certification, the status of the Client's entity will be changed to "Suspended."

3.17 If the reasons for suspension are remedied within the agreed timeframe, the certification will be reinstated. If the reasons for suspension are not remedied within the agreed timeframe, the certificate will be withdrawn.

3.18 The Client is responsible for documenting the use of the certificate in relevant commercial applications. It should be noted that we have the right to supervise the proper use of the certificate through random checks in accordance with the standards. We will examine information received from third parties.

3.19 If the Client becomes aware of improper use of the certificate by third parties, the Client must promptly notify us as the certification body.

3.20 If the Client provides certification documents to others, it must ensure the completeness of these documents or provide them in accordance with the details outlined in the certification program.

4 Obligations and General Rules for Client Participation in Certification Audits

4.1 The Client shall submit all information required for certification according to the relevant standards. This information can be provided by completing

the "Client Assessment Form for the Quotation Preparation Phase."

4.2 The Client shall, within an appropriate period before the audit starts, submit all required documents for certification to the certification body free of charge. These documents include, but are not limited to:

- Management system documents
- Cross-reference tables (mapping standard elements to the organization's management system documents)
- Organizational plans/organizational charts
- Statements on processes and their interfaces and interactions
- Controlled lists of management documents
- Lists of official and legal requirements
- Other documents mentioned in the quotation

4.3 The Client shall disclose all records related to the scope of certification to our audit team and/or auditors and allow them access to relevant entities connected to the certification process, considering any shifts that may be in place.

4.4 The Client shall designate one or more audit representatives to act as their point of contact to support our auditors in completing the services agreed upon in the certification contract.

4.5 After the issuance of the certificate and during the validity period of the certification contract, the Client is obligated to notify us of any significant changes affecting their management system or certified products, including but not limited to:

- Changes to the certified management system
- Changes in the design or specifications of certified products

- Organizational or structural changes within the entity; this also applies to implementing or revising shift changes

Additionally, the Client must notify the certification body of:

- Any safety incidents affecting products or services
- Any products or services deemed non-compliant with statutory requirements by market regulatory or governmental enforcement authorities

4.6 The Client is obligated to record all external complaints regarding the management system, such as customer complaints and any complaints about their certified products or processes within the scope of the certification standard requirements. The Client shall take reasonable corrective actions, document the actions taken, and demonstrate them during audits upon request.

4.7 At our request, during audits, the Client is obligated to submit all communications and measures related to the specifications and requirements of the applicable certification standards.

4.8 Under the product certification scope, if changes specified in Clause 4.5 require further review, as determined by us, the Client must not place products within the scope of certification on the market after the change takes effect until we notify and confirm that doing so is safe.

4.9 For product certification, the Client must notify us if the product no longer meets the product certification requirements.

4.10 The Client commits to continuously complying with certification requirements, including

performing any necessary changes. The Client also commits to maintaining and effectively operating the management system during the validity of the certification.

4.11 If both the Client and we agree, pre-audits may be conducted, with the scope of the pre-audit jointly determined.

4.12 The effectiveness of the established management system must be verified through an on-site audit conducted at the certified entity. During the audit, the Client must demonstrate that the documented procedures are effectively implemented in actual operations and management. Non-conformities with the standards or their elements must be recorded in a non-conformance report, and the Client must provide corrective actions for the identified non-conformities.

4.13 At the conclusion of the audit, the results will be communicated to the Client during the closing meeting and recorded in the audit report. Non-conformities will also be documented, and based on the audit results, a decision will be made regarding whether a repeat on-site audit or the submission of modified documents is necessary. The scope of the re-audit will be determined by the lead auditor. The re-audit will only address the standard elements identified as non-conformities. Certification may be denied if compliance with the standard requirements cannot be demonstrated during the post-audit or decision-making process.

4.14 A "certificate" refers to all forms of management approvals, including but not limited to official records, validity periods, and certificates in the narrow sense. "Certification" refers to all assessments, audits, verifications, and certification

processes. Based on these evaluations, certification decisions such as granting, denial, maintenance, extension or reduction of the scope, renewal, suspension, restoration after suspension, or withdrawal of certification will be made. Certificates will be issued following a positive review of the certification documents. Certificates will only be issued once all non-conformities have been addressed and corrected. Each issued certificate will have a defined validity period.

4.15 To maintain the validity of a certificate, surveillance audits must be conducted in accordance with the relevant certification standards. Certificates will become invalid if the certification body does not complete the surveillance process, including deciding on the subsequent validity of the certificate. If a certificate becomes invalid, all issued certificates must be returned to us.

4.16 During surveillance audits, at a minimum, the critical elements of the standards must be verified. Additionally, surveillance audits must assess whether certificates (and, where applicable, certification marks) are being properly used, address complaints related to the management system and evaluate the effectiveness of corrective actions for identified non-conformities. Each surveillance audit will be communicated to the Client in the form of a written report.

4.17 Within the scope of surveillance audits, recertification audits, or independent extension or upgrade audits, the geographic scope (e.g., additional branches) or the technical scope (e.g., different products) of the audit can be expanded or reduced. The certification scope can also be

upgraded to include additional standards. The auditor days required for expanded or upgraded audits will depend on the scope of the extension or upgrade, which must be clearly defined by the Client prior to the audit.

4.18 During the validity of the certification contract, if changes occur in the details that the audit procedure is based on (e.g., specific circumstances of the Client or accreditation requirements), such changes must be reflected in the audit process immediately, and the Client must be notified without delay. Any additional auditor days required due to these changes must also be incorporated into the audit procedure, and the Client must be informed.

4.19 Integrated management systems involving multiple standards and requirements can be certified through a combined certification process. Individual certifications combined together will be conducted separately based on the related standards and requirements involved.

4.20 Any additional costs arising from unplanned audits or repeat audits, as well as for verifying corrective actions taken to address non-conformities identified in previous audits, shall be borne by the Client and invoiced based on the time and costs involved. Similarly, the costs for special audits required under Clause 1.4 of the Specific Terms and Conditions for Certification shall be borne by the Client.

4.21 The Client commits to complying with the provisions of certification-related regulations and to assisting certification regulatory authorities in supervisory inspections. The Client shall provide truthful related materials and information

regarding inquiries and investigations into relevant matters.

4.22 If the Client holds certificates accredited by CNAS, they must also comply with the relevant requirements of CNAS-R01:2015.

5 Confidential Items

5.1 For the purposes of the certification contract and these Certification Terms and Conditions, "Confidential Information" means all information, documents, images, drawings, know-how, data, samples, and project documentation that one Party (the "Disclosing Party") transfers, conveys, or otherwise discloses to the other Party (the "Receiving Party"). Confidential Information also includes paper and electronic copies of the above-mentioned information.

5.2 Before disclosure to the Receiving Party, the Disclosing Party shall mark all Confidential Information disclosed in writing as "Confidential." This requirement equally applies to Confidential Information sent via email. If the Confidential Information is disclosed orally, the Disclosing Party shall notify the Receiving Party in advance in an appropriate manner.

5.3 Regarding all Confidential Information sent or otherwise disclosed by the Disclosing Party to the Receiving Party:

- Unless otherwise explicitly agreed in writing by the Disclosing Party, the Confidential Information may only be used by the Receiving Party for the purposes of fulfilling the certification contract.

- The Receiving Party shall not copy, transmit, disclose, or otherwise reveal the Confidential Information unless submitting it to regulatory or accreditation bodies as part of accreditation processes.
- The Receiving Party must ensure that the Confidential Information of the Disclosing Party is protected with the same level of confidentiality as its own confidential information, but in any case, the level of protection must not be less than what is reasonably necessary.

5.4 The Receiving Party may disclose the Confidential Information of the Disclosing Party to its employees who need the information to perform the services required under the certification contract. The Receiving Party commits to ensuring that its employees adhere to the confidentiality obligations outlined in this provision.

5.5 The Receiving Party may demonstrate that the Confidential Information disclosed by the Disclosing Party meets any of the following conditions:

- The information was already publicly known at the time of disclosure or became publicly known through no violation of these confidentiality terms by the Receiving Party.
- The information was disclosed to the Receiving Party by a third party authorized to do so.
- The information was already known to the Receiving Party prior to its disclosure by the Disclosing Party.
- The information was entirely developed independently by the Receiving Party without reference to the disclosed Confidential

Information, regardless of whether such disclosure took place.

In such cases, the information shall not be considered as "Confidential Information" under these confidentiality terms.

5.6 All Confidential Information remains the exclusive property of the Disclosing Party. The Receiving Party agrees that at any time upon the request of the Disclosing Party (no later than the termination or expiration of the certification contract), the Receiving Party will:

- 1) Immediately return all Confidential Information to the Disclosing Party, including all copies; and/or
- 2) At the Disclosing Party's request, destroy all Confidential Information, including all copies, and provide written confirmation that the Confidential Information has been destroyed.

The above obligations do not apply to reports or certificates prepared by us specifically in fulfillment of contractual obligations for the Client. Such reports and certificates are the property of the Client. However, we reserve the right to retain copies of such reports and certificates, as well as the Confidential Information upon which they are based, to validate the accuracy of the report or certificate results or to comply with legal, regulatory, and document retention procedures defined in our work practices.

5.7 The Receiving Party shall keep all Confidential Information strictly confidential during the term of the certification contract and for five years following the termination or expiration of the contract. The Receiving Party shall not disclose the

Confidential Information to third parties or use it for its own benefit.

6 Contract Termination

6.1 Both parties to the certification contract have the right to terminate the certification contract with a notice period of six months prior to the agreed expiration date of the certification contract.

6.2 We are entitled to terminate the certification contract without notice for good cause.

6.3 For the purposes of the certification contract, "important reasons" is defined as follows:

- The Client fails to promptly notify us of any changes or potential changes related to the certified entity that may affect the certification.
- The Client misuses the certificate and/or certification mark or uses the certificate and/or certification mark in violation of the contract.
- Bankruptcy liquidation proceedings are initiated against the Client's assets or are rejected due to insufficiency of assets.

6.4 In addition to the above, if the Client fails to adhere to the timelines we set for audits/services scheduled as part of the certification process (e.g., for surveillance audits), resulting in the necessity for us to withdraw the certificate, we are entitled to terminate the certification contract without notice.

7 Certified Entities List

7.1 TÜV Rheinland (China) Ltd. is entitled to maintain a list of certification holders, which includes the following information: the name of the certificate holder, applicable standard documents, the valid

certification scope, and geographical locations (for multi-site certifications: the headquarters and the location of each site within the valid certification scope).

to proceed with arbitration; if arbitration fails, legal action will be pursued.

7.2 Certifications that are suspended under Clause 3.16 of this Testing and Certification regulation, as well as certificates withdrawn under Clauses 3.9 and 3.17, are also included in this list.

7.3 Upon public request, TÜV Rheinland (China) Ltd. is entitled to disclose the list described in Clause 7.1 of this Testing and Certification regulation.

8 Certificates Replacement

8.1 If there is a change in the name of the accredited certification body on the certificate, we reserve the right to replace the issued certificate with a new certificate (replacement certificate) at any time, provided that such replacement does not result in any change to the certification scope. Customers will be notified one month in advance of the replacement.

8.2 In the event of a certificate replacement, the Client is obligated to promptly return the replaced certificate as outlined in Clause 8.1 above.

9 Complaints

9.1 Complaints must be submitted to us in writing.

9.2 Once the complaint is verified, we will take appropriate measures.

9.3 If we determine that the complaint is unfounded, we will notify the complainant and request a response within 30 calendar days. If no resolution is reached with the complainant, both parties agree