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### 1. Scope of Application

- (1) The Testing and Certification Regulations govern all testing and certification services of TÜV Rheinland Hong Kong Ltd. ("TRHK"), renders for manufacturers or other parties for product testing, product certification, and related services for manufacturing sites.

### 2. Contractual Basis

- (1) The ordering party, hereinafter referred to as "Client", places an order with TRHK or with a subsidiary of TÜV Rheinland AG, hereinafter referred to as "subsidiary".
- (2) When the order includes a certification (see Clause 3. Types of Certificates), "General Agreement" must be concluded between TRHK and the Client.
- (3) Tests are generally carried out in the laboratories of TRHK, in a subsidiary or in laboratories bound by contract with TRHK.
- (4) TRHK adheres to ISO/IEC 17025 ("General requirements for the competence of testing and calibration laboratories") and ISO/IEC 17065 ("Conformity assessment – Requirements for bodies certifying products, processes and services").
- (5) Only the Client as the license holder (licensee) has the right to use the mark of conformity. The transfer of this right to any other party is not permitted.

### 3. Types of Certificates

- (1) On the basis of the favorable assessment and evaluation of test and audit reports the certification body of TRHK issues the following certificates:
  - (a) Certificate of Conformity issued according to Japan DENAN law in its capacity as a "Registered Conformity Assessment Body" (RCAB).
  - (b) Certificate of Conformity issued according to Gulf Cooperation Council Technical Regulations (GSO-LV, GSO-TY) in its capacity as a "Designated Notified Body" (NB).
  - (c) Certificate of Conformity issued according to Gulf Countries Member States Regulations (MS-LV, MS-CS) in its capacity as a "Designated Notified Body" (NB).
  - (d) Certificate of Conformity issued according to Oman Regulation (OM-LV) in its capacity as a "Designated Notified Body" (NB).
  - (e) Letter of Approval issued according to Gulf Countries Energy Efficiency Registration & Labeling Program (OM-EE, BH-EE, YE-EE).
  - (f) Test mark award for private test mark of TRHK
  - (g) Certification of Conformity according to TRHK Certification scheme (voluntary)
  - (h) Certificates of conformity according to European directives (module A of the conformity assessment procedure) with respect to standards or certain regulations.
  - (i) Validation or verification statements confirming assertions made by the customer. The individual validation or verification program and the service agreement with the customer specify whether the issued certificate entitles the customer to use a validation or verification label.
  - (j) Other Licenses and Certificates of Conformity to certify that a product is in conformity with specified requirements.

### 4. Obligations and Rights of the Client

- (1) The Client affirms to fulfill the following obligations:
  - (a) That the certified products specified in the license is and will be in compliance with applicable requirements stated in the standards and the general and specific rules specified in the license. To always fulfill the certification requirements, including

implementing appropriate changes when they are communicated by TRHK.

- (b) The certified product continues to fulfil the product requirements if the certification applies to ongoing production.
  - (c) To make all necessary arrangements for:
    - 1) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and, without prior notification, access to the relevant equipment, location(s), area(s), personnel, and the Client's subcontractors.
    - 2) investigation of complaints.
    - 3) the participation of observers, if applicable.
  - (d) To make claims regarding certification consistent with the scope of certification.
  - (e) Not to make or permit any misleading statement regarding its certification.
  - (f) To amend all advertising matters when the scope of certification has been reduced.
  - (g) Not to allow reference to its certification to be used in such a way as to imply that TRHK certifies a product (including service) or process that are outside the scope of certification.
  - (h) Not to imply that the certification applies to activities and sites that are outside the scope of certification.
  - (i) Not to use its product certification in such a manner as to bring TRHK into disrepute or lose public trust and not to use or permit the use of a certification document or any part thereof in a misleading manner.
  - (j) Upon suspension, withdrawal, or termination of certification, to discontinue its use of all advertising matters that contain any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.
  - (k) If providing copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
  - (l) To comply with the requirements as specified in the certification scheme when making reference to its product certification in communication media such as Internet, documents, brochures or advertising.
  - (m) To comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and in information related to the product.
  - (n) To keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to TRHK when requested, and
    - 1) take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.
    - 2) document the actions taken.
  - (o) To notify TRHK, without delay, of changes that may affect its ability to conform with the certification requirements. This includes changes in
    - the legal, commercial, organizational status or ownership,
    - organization and management,
    - modifications to the product or the production method,
    - contact address and production sites,
    - major changes to the quality management system.Any intended relocations of inspected manufacturing premises or the intended transfer of its firm to another firm or another firm owner shall be notified promptly. If changes are made to the company name, address or legal form, a new General Agreement must be signed and certificates shall be drawn up again at the Client's expense.
  - (p) To pay fees for participation in the certification system and the issue of certificates. License fees, graded in units, shall also be paid annually for maintaining and filing of the certificates and for the use of test marks.
- (2) The Client has the following rights:
    - (a) To publish the fact that he has been authorized to label the products or quality management systems to which the license applies.
    - (b) To complain to or raise a dispute with the management of TRHK, if it is not satisfied with decisions of the certification body made during the test, audit or certification procedure. TRHK will give the Client its decision and justification. If decision and justification are not acceptable to the Client and no final decision can be reached with the management of TRHK, the Client is free to call on Advisory Board (Impartiality Committee) or accreditation body or take legal actions to appeal.
  - (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 the 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, the Client shall inform TRHK whether it will apply new requirements and continue certification or whether certificate shall be cancelled.

- (a) If the 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 the Client chooses not to apply modified standards, or if the 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 the Clients who hold the certifications of TRHK. A special consent of the Client is not required.

### 5. Test Samples and Documentation

- (1) After placing the order, the client shall supply TRHK or the commissioned subsidiary with the amount of test samples needed, free of charge.
- (2) The Client shall cover any additional expenses incurred by submitting incomplete test documentation, or by re-testing and delayed testing due to delayed, incorrect or incomplete information or improper assistance by the Client.
- (3) TRHK or the subsidiary shall only be liable for damages to or the loss of test samples that are the result of burglary, theft, water, fire or transport if they act with gross negligence.
- (4) TRHK or the subsidiary shall not be liable for the damage or destruction of test samples or outer packaging as a result of testing.
- (5) The costs of the handover and dispatch of the test samples for storage on the Client's premises are borne by the Client.
- (6) TRHK or the subsidiary will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TRHK or the subsidiary only in case of gross negligence.
- (7) The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal.

### 6. Surveillance

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

- (1) TRHK carries out continuing surveillance of the 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.

### 7. 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) If surveillance discovers any nonconformity of such nature that immediate withdrawal is not necessary.
  - (b) If a case of improper use of certificates or marks (e.g. misleading publications or advertisement) is not solved by appropriate corrective actions taken by the Client in due time.
  - (c) After the Client has obtained agreement of TRHK for a limited period of non-production or for other reasons.
  - (d) If 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:
  - (a) If the Client applies to terminate the certification.
  - (b) If surveillance discovers serious nonconformity e.g. certified product is hazardous.
  - (c) If corrective actions taken by the Client for correction are inadequate after the certificate is suspended.
  - (d) If the Client fails to settle financial obligations towards TRHK in due time.
  - (e) If there is any other contravention of licensing agreement with TRHK.
- (4) TRHK shall inform the 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 the Client an opportunity to express its point of view, unless such a hearing is impossible owing to urgency of such actions to be taken.

### 8. Payment

- (1) The Client shall pay TRHK all expenses quoted by TRHK and agreed by the Client for certification and surveillance services.
- (2) If a certificate is terminated or cancelled in the course of the year, no proportional reimbursement of the license fees shall be made.

### 9. 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 the Client.
- (2) The 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 the 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 the Client's account for costs incurred for identifying and clarifying such incidents.

### 10. Liability

- (1) The liability of TRHK for all damage in connection with a contract for personal injury and damage to property, unless the damage was caused by premeditation, intent or gross negligence shall be limited to:
  - (a) in the case of contract with a fixed overall fee, ten times the overall fee for the entire contract;
  - (b) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TRHK is limited in any event of damage or loss to 2.5 million Euro (or the equivalent in Hong Kong Dollar). This limitation on liability shall not apply to the absence of guaranteed qualities.
- (2) The limitation on the liability of TRHK shall be similarly applicable to its employees, agents, managerial staff, and constituent bodies.
- (3) The limitation period for compensation claims shall be in accordance with the statutory provisions.
- (4) TRHK is not liable for any damage the Client may suffer as a result of the non-granting, suspension or withdrawal of a certificate.

### 11. 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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