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1. Scope of Application

The Testing, Inspection and Certification Regulations (also including the Verification and Validation Regulations) govern all product-related services provided by TÜV Rheinland InterCert Kft. (hereinafter referred to as "TRI") to third parties, in particular the following:

- The testing and assessment of products, components, technical product designs in their different stages of development, preparation of technical documentation and expert opinions. Services are provided with regard to aspects such as safety, usability, quality and environmental compatibility on the basis of legal regulations, national, European, and international standards as well as specifications agreed upon with the client. Furthermore, manufacturing facilities are appraised and inspected with regard to quality measures in connection with the granting of test marks (mark of conformity) of TRI for proofs of conformity according to EU Directives, Regulations, standards and in connection with approved quality management systems. Calibration of measuring instruments are performed by the Calibration Laboratory of TRI. These services are hereinafter referred to as "tests" (unless otherwise specified under section 3).
- The auditing of products related quality management systems, the production of audit reports, hereinafter referred to as "auditing of QM systems".
- The evaluation and recognition of test and audit reports, certification of products and QM systems, hereinafter referred to as "certification".
- Confirmation of an assertion by providing objective evidence that the requirements for the specific intended future use or application have been met, hereinafter referred to as "validation".
- Confirmation of an assertion by providing objective evidence that specified requirements have been met, hereinafter referred to as "verification".

2. Contractual Basis

(1) The ordering party, hereinafter referred to as "client", places an order with TRI or with a subsidiary of TÜV Rheinland Holding AG, hereinafter referred to as "subsidiary", which is engaged in the field of work of TRI. If the client places an order, the order may be for testing or auditing of a QM system without certification or subsequent certification, or it may be for certification alone or for verification or validation. If the order includes a certification, verification or validation, a "General Agreement" with the client must be concluded.

Orders can be placed verbally or in writing, without having to be in any set form. Order confirmations and contracts issued by TRI are in writing.

The TRI informs the client of its decision rule for the tests, how the measurement uncertainty is taken into account in assessing the conformity of the test results.

(2) With each order a client places with TRI, they accept the General Terms and Conditions of TRI as an essential element of the contract as binding on them. Furthermore, when placing an order for any of the services listed in Article 1, the client accepts the Testing, Inspection and Certification Regulations as binding.

Effect of contracts regarding conformity assessments are identical with the validity period of the attestation of conformity issued.

During this period TRI is entitled to carry out appropriate conformity tests, inspections, surveillances, verifications, and validations, necessary for the regarded conformity assessments at the client.

(3) The Testing, Inspection and Certification Regulations of TRI do not apply to orders for testing or auditing that the client places with a subsidiary with the intention to obtain attestation of conformity with local recognition. In such a case, the terms of contract of the subsidiary shall apply.

3. Testing Regulations

3.1 Site of Testing

(1) Tests are generally carried out in the laboratories of TRI or a subsidiary or in laboratories bound by contract with TRI. Calibration of measuring instruments are performed in TRI's laboratory on Gizella street. In consultation with the client, other test sites can also be agreed upon if these laboratories have adequate competence and proficiency in carrying out the tests and if appraisal by TRI or by the subsidiary has furnished evidence of such competence and proficiency. The decision on the test site lies with TRI or the subsidiary. Consent which has been given to the performing of tests in external laboratories can be withdrawn by TRI or the subsidiary involved if the fulfilment of the requirements of EN ISO/IEC 17025 can no longer be guaranteed or if complaints by TRI or the subsidiary concerning the test laboratory are not rectified.

(2) If employees of the client participate in the performance of the tests, the latter may take place only in the presence and under the supervision of an expert from TRI or the subsidiary. In this case the client undertakes to hold TRI or the subsidiary harmless from claims for damages in the event of an employee of the client committing a breach of duty deliberately or through negligence during the testing. The obligation to hold harmless covers costs both in and out of court.

(3) If tests are performed on-site, the Authorities or their external assessors, who supervise TRI, may witness TRI's on-site testing activities. In such case, after preliminary notification, client must accept the presence of the Assessment Team of the Authorities during the assessment.

3.2 Evaluation activities

(1) After placing the order, the client shall supply TRI or the commissioned subsidiary with the amount of test samples needed, free of charge, together with the complete technical documentation required for the evaluation (e.g. constructional data form sheet, risk analysis, operating instructions, attestations of related safety relevant components used or other technical documentation). If necessary, TRI or the subsidiary can request additional test samples free of charge.

As a rule, the documents to be submitted to TRI shall be in Hungarian and/or English. After previous consultation, the client may file the documents also in another language; in such a case, however, TRI reserves the right either to request the client to have individual passages translated into Hungarian and/or English or to translate the texts on its own and charge the client accordingly. This also applies if Accreditation Bodies or supervisory authorities to which TRI is answerable call for translations. In the event that the documents and technical documentation in accordance with point 3.2 were created with the help of artificial intelligence (AI), this must be marked and communicated.

(2) Test samples are tested on the basis of statutory provisions and regulations. If no norms, standards or statutory provisions exist on the nature and scope of testing, a test program is laid down between TRI or the subsidiary and the client or between TRI in collaboration with the subsidiary and the client.

(3) If the client places an order for the auditing of QM systems, they have to submit beforehand the quality management manual and documented QM procedures, as well as the description of processes. All these documents should preferably be in Hungarian or in English. Any other languages will be accepted only after previous consultation. To test the QM system for its effectiveness, audits on the client's premises are conducted either in one or in several steps.

(4) The orders for testing are processed on the assumption of the submission in full of all necessary documents and test samples. This applies both to product tests and to audits of QM systems.

(5) On completion of the test procedure the client receives a written report in Hungarian or English or, by special request, a full test report listing the nonconformities noted, if any. Approaches to solution, however, will not be set out therein.

(6) The client may disseminate test reports, verification and validation reports etc. only in complete and unabridged form. In the actual case, any publication or reproduction for advertising purposes requires the prior written permission of TRI or the subsidiary.

(7) If the client wishes the product testing to result in a test mark license (mark of conformity license) and if the advancement of the test indicates a positive progress, TRI or the subsidiary performs, in co-ordination with the client, an initial factory inspection during which the manufacturing process, assembly and test facilities and measures of quality management are checked that are essential for the continuous observance of a quality level consistent with the model evaluated. Testing based on statutory provisions or the specifications of TRI covers receiving inspection and testing, production control, in-process inspection and testing and final inspection and testing.

(8) If the client desires certification following successful testing of their product or successful completion of the audit of their QM system, the technical documentation and, if necessary, also the report on the initial factory inspection will be filed with the Conformity Assessment Body for certification.

(9) TRI or the subsidiary expressly reserves the right to publish, e.g. in the form of reference lists, the corporate names of clients who carry on a trade. The special consent of the client to this is not required.

3.3 Calibration procedure

(1) After placing the order for calibration, the client supplies TRI the instrument to be calibrated free of charge together with the complete documentation required for the calibration. The documentation shall be provided in Hungarian and/or in English language for TRI. Documentation in other languages may be provided if TRI consents to it beforehand; however TRI reserves the right to require some part of documentation in Hungarian and/or in English, or to request official translation in Hungarian and/or in English at the costs of client.

(2) Accomplishment of calibration can be started after the receiving of the instrument to be calibrated and belonging documentation.

(3) After finishing the calibration, the client receives calibration report and certificate in Hungarian and/or English language.

3.4 Retention of the Test Samples and Documentation

(1) In the event of an evaluation for which the results are negative, during which the client decides to order a re-evaluation in the near future, cost free storage of the samples is permitted for a period of not more than four months. After this period, the samples, just as after an abandonment of the evaluation procedure, are held ready for collection at the client's expense or returned to them at their request. If the client does not collect the samples despite written notification or refuses to accept them, the samples are destroyed at their expense after a waiting period of six weeks.

(2) In the event of a favourable test which leads to certification or appraisal, the body performing the tests determines whether the test sample is to be stored as a reference sample for the client in warehouses of TRI or of the subsidiary or forwarded labelled and sealed to the client for safekeeping. The holder of the certificate then has to make sure that the reference sample can be made available to TRI at any time for checks. If, in the case of conformity assessment, the design of the reference sample permits storage neither in warehouses of TRI nor of the subsidiary nor with the client, or if the storage of reference samples has to be dispensed with on other grounds, detailed documentation on the reference sample has to be compiled at the client's expense in such a way that all the relevant aspects of the reference sample can be gathered from the documentation.

(3) Test samples or documentation handed over to the client must be made available to TRI or the subsidiary promptly and free of charge on request. If the client, in response to such a request, is incapable of making available test samples and/or documentation, any liability claim for material and pecuniary damage by the client against TRI or the subsidiary, resulting from the respective testing and certification, lapses.

(4) In the absence of any statutory regulation to the contrary, the period of safekeeping of the documentation is ten years after expiry of test mark

certificates and with EU certificates of conformity it is ten years after the final placing of the products on the market.

(5) The costs for the storage in warehouses of TRI or the subsidiary and any subsequent disposal have to be borne by the client. This does not apply to the costs for the storage of the test samples in warehouses of TRI for a period of up to four months in connection with proposed re-testing. The costs of the handover and dispatch of the test samples for storage on the client's premises are likewise borne by the client. TRI or the subsidiary will not be liable for the loss of test or reference samples from the laboratories or warehouses of TRI or the subsidiary or for the damage caused to the test samples by testing, transport, burglary, theft, water, fire or transport. TRI or the subsidiary will be liable only if gross negligence has occurred during the test procedure. TRI does not take the responsibility for damages or annihilation of test or reference samples may occur during the test.

3.5 Retention of calibrated instruments and documentation

After finishing of calibration, TRI stores the instrument for max. 1 month in its warehouse. After this period client is obliged to collect the calibrated instrument at their expense.

The period of safekeeping of the calibration documentation is ten years.

4. Certification Regulations

The regulations described here also describe the requirements for participation in verification or validation programs. If the term "conformity assessment" is used in the following, this term includes certification, validation and verification. When the term "conformity assessment body" is used, it also includes the validation and verification body in addition to the certification body. The term "attestation of conformity" or its abbreviated form "attestation" includes the terms certificate, validation statement and verification statement.

4.1 Basic Requirements

(1) The only test reports on which assessments in the course of conformity assessment may be based are those produced by laboratories which have been accredited by an ILAC Member Body in accordance with the rules of EN ISO/IEC 17025 or analogue ISO Guides, or which have furnished evidence that they operate according to these codes.

(2) The Conformity Assessment Body of TRI carries out, as a matter of priority, conformity assessments on the basis of the reports of TRI or the subsidiary which are governed by the same QM system. In addition, test reports of other test laboratories can also be used for assessment as part of the conformity assessment. Test reports which are to serve as a basis of conformity assessment may not be more than one year old at the time of the conformity assessment, in the CB Scheme they may not be more than three years old, nor be based on invalid standards.

(3) In order to issue an attestation of conformity for a client, it is necessary for the client to conclude a General Agreement with TRI. If the client wants to obtain attestation of conformity or test mark licence within the conformity assessment system of a subsidiary (e.g. TÜV Rheinland GS Mark), the concluding of the General Agreement with the given subsidiary is necessary.

If the client will not market a product to be certified under their own name, they have to document with the aid of a "Marks Declaration" the mark of origin under which they intend to place the product on the market. If the client applies for an EC/EU certificate of conformity (e.g. EC/EU type examination certificate) and if the appropriate directive or regulation requires, they have to declare towards the Conformity Assessment Body that they have not submitted the same application to another "Notified Body",

(4) The permission to use the attestation of conformity applies only to the attestation of conformity holder with respect to the product and the manufacturing premises stated in the certificate as well as validation and verification statement and the scope covered by the QM system. Attestations may be limited to certain quota or lots. It is always possible to restrict the validity of the attestation of conformity. In special cases an attestation of conformity may be subject to conditions. The transfer of an attestation of conformity from the attestation of conformity holder to a third party is possible only after consultation with the Conformity Assessment Body of TRI.

(5) Fees shall be paid by the attestation of conformity holder for participation in the conformity assessment system and the issue of attestations in accordance with the pricelist of TRI or subsidiary.

Licence fees shall also be paid annually for maintaining and filing of the attestations and for the use of test marks and validation and verification labels. The Conformity Assessment Body of TRI can demand prepayment of both the conformity assessment fee and the licence fees prior to conformity assessment.

(6) The completion of a conformity assessment with a concluding appraisal or with an attestation of conformity does not release the client from their warranty obligation, stipulated by contract, due to defects or their statutory product liability obligation.

(7) The Conformity Assessment Body of TRI reserves the right to publish, for the information of Accreditation Authority, competent authorities and Notified Bodies of the states being signatories to the Agreement on the European Economic Area, consumers and other interested parties, a list of products certified, and QM systems granted recognition. It will do so in particular in its capacity as "Notified Body" or "Authorised Body". Special consent of the attestation of conformity holders to this is not required. Furthermore, the Conformity Assessment Body of TRI is entitled to transmit to third parties or to make accessible to any person on request the contents of a attestation of conformity issued except for particulars about the factory.

(8) In case of alterations of the bases of testing and/or the prerequisites of conformity assessment or infringements, on the part of the client, of the rules of the conformity assessment system, the Conformity Assessment Body has the right to terminate the attestations at any time. In serious cases it may declare the attestations invalid with immediate effect. This applies also to EU certificates of conformity and recognitions or approvals of QM systems. The Conformity Assessment Body reserves the right to publish attestations it has declared invalid, or it has withdrawn. The consent of the previous attestation of conformity holders to this is not required.

(9) For the CPR, in case of the CE and the Declaration of Performance, the manufacturer's attention is drawn to compliance with the formal and substantive requirements, including the correct and consistent application of the relevant standards.

4.2 Types of Attestation of Conformity

(1) On the basis of the positive assessment and evaluation of test and audit, validation and verification reports, the Conformity Assessment Body of TRI issues the following attestations:

- Test mark licences of TÜV Rheinland based on safety tests (TÜV and MEEI marks).
- Product certificates within the European Certification Schemes (ECS) (i.e. ENEC, ENEC+, HAR, CCA, and CCA-EMC) of the European Testing Inspection and Certification Scheme (ETICS).
- Product certificates within the international IECEE CB Scheme. The CB Test Certificates may be challenged when the standard according to which it was issued is no longer in force in the country of the given National Certification Body (NCB).
- EC/EU type examination certificates according to the EC/EU Directives, Regulations (the former being transposed into national legislation) as a "Notified Body". The maximum validity of EC/EU type examination certificates may vary depending on the given EC/EU Directive, Regulation, respectively it is valid until the test specifications and construction of the product remain unchanged.
- EC/EU design examination certificate according to the EC/EU Directives transposed into national legislation as a "Notified Body". The EC/EU design examination certificates are valid for maximum 5 years, provided that the test specifications and construction of the product remain unchanged.
- Certificate of conformity according to standards or certain regulations. This certificate of conformity verifies that the tested sample(s) comply(ies) with the requirements of the listed standard(s) and/or EC/EU directive or regulation.
- QM system certificates according to the EC/EU Directives, Regulations (the former being transposed into national legislation) as a "Notified Body". The validity of these QM system certificates may vary depending on the given EC/EU Directive, Regulation, respectively it is valid until the assessment specifications and certified system remain unchanged.
- Certificate of constancy of performance for construction products.
- Certificate of conformity of the factory production control for construction products.
- 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 statement entitles the customer to use a validation or verification label. The validation and verification statements are valid for maximum 2

years, provided that the specifications and the product remain unchanged.

(2) Attestations, test and validation, verification reports alone do not confer the right to use a test mark or validation, verification label of TÜV Rheinland. They must, if test marks or validation and verification labels of TRI or subsidiary are to be used, always be combined with a separate test mark or validation and verification label licence. Advertising with the attestations is possible only with the express written agreement of the Conformity Assessment Body.

(3) QM system certificates are issued only if the audits have been completed successfully. If the Directives, Regulations require EC/EU type examination certificates or EC/EU design examination certificates as a condition for the award of the QM system certificates, the EC/EU examination certificate must be submitted for the certification process.

(4) QM systems certificates provide evidence of

- the conformity to relevant standards e.g. ISO 9001, ISO 13485,
- the conformity to directives, regulations through a "Notified Body",
- the scopes of application of products/product categories.

4.3 Client Rights arising from Conformity Assessments

(1) During the period of validity of the issued test mark approvals and/or QM system certifications and/or validation, verification label approvals the client has the right

(a) to affix test marks respectively verification and/or validation labels on their products following successful conformity assessment and once they have been approved for use.

(b) to use the test marks and/or verification, validation labels approved for use by them in relation to products in printed matter or similar items. For the creation of printed matter, reproducible masters of the test marks and/or verification, validation labels are available, which can be obtained from the Conformity Assessment Body free of charge.

(c) to use marks related to the certification of the QM system in brochures, business letters and printed matters. However, in this case the client is not permitted to attach these marks to his products or products packaging. In this context, reports such as laboratory test reports, calibration certificates, and inspection reports shall also be counted as products (see ISO/IEC 17021).

(d) to use EC/EU type examination certificates and EC/EU certificates in the framework of the conformity assessment procedure.

(e) to use test reports for TRI Test Marks as documentary evidence of product safety in the framework of the conformity assessment procedure.

(f) to use the number under which TRI is registered in Brussels (1008) as a "Notified Body" in respect of the CE marking provided the QM system of production has been approved according to the requirements of the directives/regulation, and it is prescribed by the given EC/EU directive, regulation.

(g) to apply for additional certificates (so-called "co-certificates") for their products if they are to be placed on the market under a different mark of origin or trade name and in certain cases also with another model designation.

(2) Further advertising campaigns of the client which refer to the activities of TRI or the subsidiary need to be agreed with TRI or the subsidiary. This applies in particular to advertising referring to the testing or conformity assessment services of TRI or the subsidiary which the client has retained without any statutory obligation and invitation of the authorities to do so, i.e. on a voluntary basis. This does not affect the client's personal responsibility for their standards of advertising practice.

4.4 Client Obligations arising from Attestations

During the period of validity of the issued test mark approvals and/or QM system certifications and as far as applicable validation and/or verification label approvals, the client has the obligation

(a) to continuously monitor the manufacturing of the certified/validated/verified products to ensure consistence with the approved types.

(b) to ensure that the production and/or products can be inspected at regular intervals by TRI or the subsidiary in the framework of the test mark licences issued to them.

(c) to see to it that surveillance audits can be conducted annually by TRI or the subsidiary with respect to the certified QM systems

(d) to pursue product development and production in strict compliance with the approved QM system.

(e) to take note of the findings of the recurrent production controls and of surveillance audits conducted by TRI or the subsidiary.

(f) to notify the Conformity Assessment Body beforehand of any changes they intend to make in the product, either through further development or through the replacement of components, and to obtain the approval of the Conformity Assessment Body. Continued licensing depends on the results of an additional evaluation that may have to be carried out.

(g) to notify the Conformity Assessment Body of any changes in the QM system.

(h) to record and file all complaints from the market or third parties about the product. At the request of the Conformity Assessment Body the client has to make these details available and to provide information on the measures taken for remediation.

(i) to notify the Conformity Assessment Body promptly of any intended relocations of inspected manufacturing premises or the intended transfer of their firm to another firm or another firm owner.

(j) to reach a contractual agreement with the manufacturer, provided the client as holder of the attestation of conformity is not the manufacturer of the product, on the fulfilment of requirements essential for the manufacture of the product including the allowing of inspections required.

(k) to rectify immediately any defects (e.g. safety defects) which appear in products that bear, on the basis of conformity assessment, a CE marking or a test mark of TRI or subsidiary respectively validation or verification label, and to take suitable measures for minimising damage in the market. The client must in any case stop immediately the marketing of the defective product and notify the Conformity Assessment Body.

(l) to discharge their duty to give notice to the authorities all by themselves or through their authorised representative in their capacity as manufacturer or party placing the product on the market.

(m) to permit witness audits by the supervising National Accreditation Body of TRI on their manufacturing premises and those of their subcontractors. The client undertakes to put their subcontractors under an obligation to that effect.

(n) to determine a new type designation for a changed product that shall be certified, validated, or verified in case this product is based on a product certified, validated, or verified earlier.

(o) to accept that TRI is entitled, by virtue of reporting obligations imposed by law or by authorities, to pass on information about the conformity assessment which has come to its knowledge. At the request of the Accreditation Authority, information, documentation etc. Concerning both the contract with the client and the subject of the contract may be passed on to the National Accreditation Body. This includes, in particular, information about the performance of audits, the granting and withdrawal of licences, attestations, etc. and incidents which occur, and risks indirectly or directly connected with the tested products and/or QM systems. TRI reserves the right to debit to the client's account the cost incurred for identifying and clarifying such incidents.

4.5 Restriction, Suspension, Expiration and Declaration of Invalidity of Attestations of Conformity or Licences

Definition of terms:

- Restriction: Restriction of the original scope of the attestation of conformity/licence
- Suspension: Invalidity of the attestation of conformity/licence for a certain period of time

(1) Attestations expire if

(a) the period of validity stated in the attestation of conformity has expired and if it has not been extended (the validity of certain attestations are limited, refer to Section 4.2); The validity of attestations can be extended if the provisions underlying the conformity assessment still apply and if the results of the regular inspections are considered satisfactory).

(b) the holder of the attestation of conformity terminates the "General Agreement" or if they waive individual test mark licences and informs the Conformity assessment Body in writing thereof in compliance with the period of notice specified.

(c) the holder of the attestation of conformity becomes insolvent or if a petition in bankruptcy filed against them is dismissed for lack of assets.

(d) the Conformity Assessment Body terminates the attestation of conformity by giving not more than six months notice by virtue of changes in accreditation regulations and/or in the bases of testing or changes in the use of the product.

(2) Attestations may be restricted, suspended, or declared invalid and revoked by the Conformity Assessment Body with immediate effect if:

(a) The product placed on the market poses a risk to end users or third parties.

(b) the product placed on the market no longer corresponds to the approved type respectively the validation and/or verification statement.

(c) end users or third parties are exposed to risks resulting from products manufactured under an approved QM system.

(d) at the time of the test, validation, verification, or audit in particular facts, information, norms, standards, and specifications were either ignored or not seen or judged correctly or could not be recognised which would have precluded conformity assessment. This includes e.g. the misplacing of products in certain hazard categories or the classification by types of use.

(e) defects in the product or system which come to light later or are not noted during periodic inspection or checks of products already on the market or otherwise are not rectified by the holder of the attestation of conformity within a reasonable period.

(f) the holder of the attestation of conformity does not have the periodic inspections carried out according to the procedures specified in the Testing, Inspection and Certification Regulations of TRI or according to the given conformity assessment system or if they hold up or restricts the proper performance of the periodic inspections.

(g) attestations or copies of attestations have been changed and thus falsified.

(h) the holder of the attestation of conformity uses existing test mark respectively verification/validation label licences for non-approved products or for products that are not covered by the QM system. This constitutes misuse of the mark/label and precludes any co-operation in a spirit of trust.

(i) misleading or otherwise impermissible advertising is practised with test reports, attestations or test marks.

(j) the holder of the attestation of conformity fails to pay fees (for conformity assessments, licences and/or tests carried out beforehand) due within the stipulated period following a reminder. If the fees refer to several attestations, the Conformity Assessment Body decides which attestations the measure is to cover.

(3) TRI has the right to terminate the General Agreement concluded with the holder of the attestation without notice if certificates, validation or verification statements, test, validation or verification reports or copies thereof are altered or falsified.

(4) Before declaring an attestation of conformity restricted, suspended or invalid, the Conformity Assessment Body will give the client the opportunity to state their views, unless such a hearing is impossible owing to the urgency of the measures to be taken.

(5) The holder of the attestation of conformity automatically forfeits the right to continue to provide products listed in the attestation of conformity with marks of TRI or, in the framework of CE marking, to use the EU registration number for products which are affected by the restriction or suspension or which have expired by notice of termination on a particular date or have been declared invalid at short notice. In case of declaration of invalidity or expiry, the original attestation of conformity must be returned to the Conformity Assessment Body.

(6) The Conformity Assessment Body is entitled to publicise restrictions, suspensions, declarations of invalidity and revocations and the expiry of attestations. In case of infringements, it is entitled to disclose to the competent Land authority, to the supervisory authorities, to the Accreditation Bodies, to the other "Authorised Bodies" and "Notified Bodies", to the licensing authorities, to importers and other interested circles the name and address of the client involved, the nature of infringement or the reason why the attestation of conformity has been declared invalid, including, where appropriate, information about the product etc. This also applies if the of an attestation of conformity is withdrawn on the basis that the product is a plagiarized product.

(7) The Conformity Assessment Body will not be liable for any damage the client may suffer as a result of the non-granting, the restriction or suspension and the termination or the declaring invalid and revoking of a attestation of conformity.

4.6 Fees for licences

An annual licence fee is payable for the permission to use the test marks, validation and/or verification labels of TRI or subsidiary, approved QM systems and EU certificates of conformity in combination with our identification number (1008). For this fee, holders of attestations will have the right to use the test mark (mark of conformity) and/or validation, verification labels according to provisions of this regulation (refer to Section 4.3) and they will be kept informed of amendments to standards and regulations affecting their certified, validated or verified product or their QM system.

The licence fee is dependent on the type of licence and will be charged annually at the beginning of the calendar year. The licence fee has to be paid to TRI. Amendments or cancellations which are to be taken into account in the calculation of the licence fees for the following calendar year must be received by TRI by 15 November of the current year. If an attestation of conformity is terminated in the course of the year, no proportional reimbursement of the fees will be made.

5. Inspection Regulations

5.1 Follow-Up Services

(1) In order to ensure and maintain consistent product quality of the certified products, TRI or the subsidiary will carry out regular inspections of the manufacturing facilities. An annual inspection is assumed as a minimum.

(2) If nonconformities come to the knowledge of the Conformity Assessment Body through initial factory inspections, product specific information from third parties or through other channels, the Conformity Assessment Body may shorten the inspection intervals. In special cases the Conformity Assessment Body may order a counter-check to be carried out prior to the initial shipment of the products.

(3) In addition, TRI or the subsidiary can inspect at any time without advance warning the products, production premises mentioned in the attestation of conformity and the stores (in the case of foreign attestation of conformity holders also the stores of the importers or of the Hungarian agents and the branch establishments). It can take away free of charge for monitoring purposes products for which a attestation of conformity is granted and also carry out checks in production premises and stores.

(4) By way of exception, tests can be made on a test sample representative of series production in order to inspect consistent quality of production. TRI or the subsidiary can commission other independent and expert agencies to carry out follow-up inspections in its name.

5.2 Surveillance of QM Systems

To maintain the validity of attestations issued for QM systems, the clients are required to have surveillance audits conducted usually every year. The focus of such audits is on the checking, with appropriate sampling process, of the effectiveness of the QM system in the scopes of application specified. After a attestation of conformity for a QM system expired, it may be extended only after a thorough repeat audit has been performed.

5.3 Costs of Follow-Up Inspections

(1) The costs of carrying out follow-up inspections and surveillance and repeat audits of the QM systems will be invoiced to the attestation of conformity holder according to the price list of TRI or the subsidiary.

(2) Besides the basic fees of follow-up inspections and surveillance and repeat audits of the QM systems the following services will be charged at cost incurred:

- initial factory inspections or recurrent follow-up inspections which the client wishes to have performed by a certain inspector or at a time specified by them,
- factory inspections abroad,
- additional re-inspections which are necessitated by nonconformities detected during the factory inspection.

If the client cancels an agreed inspection appointment at short notice (1 week), the applicable fixed price or a lump sum of costs that have already been incurred will be invoiced.

6. Check of Products already on the Market

(1) The Conformity Assessment Body can take from the market at any time, for counter-checking, products which are provided with a test mark, validation and/or verification label of TRI or with a CE marking using the number (1008) under which TRI is registered in Brussels.

(2) If deviations with respect to the certified, validated, or verified products or defects in products manufactured in the scope of a certified QM system are noted during counter-checking, the attestation of conformity holder receives a written report on the outcome of the counter-checking and is invited to eliminate the defects. In case of finding of deviations the attestation of conformity holder has to bear the whole of the costs incurred by the counter-checking.

7. Infringement of the Testing, Inspection and Certification Regulations

(1) The Conformity Assessment Body is entitled, in the event of culpable infringement by the client of the Testing, Inspection and Certification Regulations being noted, to demand, in addition to the declaration of invalidity of the attestation of conformity pursuant to Section 4.5 Clause (2) a contractual penalty of up to € 25,000 (twenty-five thousand Euro) for each infringement by the attestation of conformity holder. This applies in particular:

- in cases of unlawful use of test marks, validation or verification labels or
- if inadmissible advertising is practised using test marks, validation or verification labels, or attestations of TRI or subsidiary.

(2) In addition, the Conformity Assessment Body reserves the right to terminate the General Agreement with immediate effect and to declare further existing attestations for the client invalid in so far as TRI can regard its confidence in the client's faithful compliance with the contract and their reliability as having been shaken owing to the client's infringement of the Testing, Inspection and Certification Regulations.

(3) If the client does not comply with the requirements pursuant to point 4.4, the Conformity Assessment Body can take suitable measures of its own. The latter include e.g.:

- informing the users in order to minimise loss in the market, and
- notification to the supervisory authorities, Accreditation Bodies and the other "Authorised Bodies" and "Notified Bodies".

(4) TRI reserves the right to claim compensation from the client for expenses incurred by TRI owing to infringement of the Testing, Inspection and Certification Regulations by the client.

Such expenses are in particular costs of

- evaluation for comparing certified, validated or verified products with products taken from the market,
- investigations necessary,
- other measures TRI deems necessary in connection with the comparison evaluation and investigations, such as factory inspections, shipping checks, checking of stocks, etc.

Comparison evaluations and investigations and other measures will be charged by TRI according to time spent.

8. Objections and Complaints

If the client is not satisfied with decisions of the Conformity Assessment Body made during the test, validation, verification, or audit and conformity assessment procedure, they may lodge a complaint or raise an objection to TRI in written form (letter, email, contact via our website, or fax).

TRI then has to give the client detailed reasons for its decision. If these reasons are not acceptable to the client and no final decision can be reached with the management of TRI, the client is free to take legal measures.

9. Coming into Effect

The Testing, Inspection and Certification Regulations are effective as of 22 September 2025. The previous regulations cease to have validity as of that date.
