

# Certification Conditions of TÜV Rheinland Philippines, Inc.

## 1 General conditions for certification

The following provisions refer to the relevant standards, regulations and guidelines of the subject matter of the contract between the client and TÜV Rheinland Philippines, Inc. - hereinafter referred to as the "contractor".

All individual certification measures are carried out by the contractor independently and impartially, taking into account the principle of equality.

### 1.1 General provisions

1.1.1 The client is obliged to provide the contractor with all information required for the certification of the standard. This can be done by completing the "Questionnaire for the preparation of offers" form.

1.1.2 The client shall provide the certification body with all necessary documents prior to the audit. This may include in particular

- Documentation of the management system
- Allocation matrix (standard clauses for documenting the company's management system)
- Organisation chart / organisational chart
- Visualization of processes and process relationships
- List of controlled documents
- Lists of legal and regulatory requirements
- Other documents requested by the contractor

1.1.3 The audit within the company serves to verify the effectiveness of the implemented management system and its compliance with the certification program concerning the processes/services/products to be certified. During the audit, the company demonstrates the practical application of its documented procedures. Non-conformities or unmet standard requirements, as well as deviations from the certification program must be documented in non-conformity reports, for which the company must plan and implement corrective measures.

1.1.4 At the end of the audit, the client is informed of the audit result in a final meeting. The result is later documented in an audit/evaluation report. Non-conformities are documented and may lead to a follow-up audit based on the results (i.e. on-site inspection) or to the submission of new documents. The certification body decides on the scope of the follow-up audit. In a follow-up audit, only the standard requirements that were not fulfilled in the original audit are checked.

If conformity with the standard cannot be demonstrated in the period between the end of the audit and the certification decision, certification must be refused.

1.1.5 "Certificates" means all declarations of conformity listed below, e.g. declarations of validity and attestations in the narrower sense of the word. "Certification" means all assessment, auditing, validation and certification procedures. The decision to grant, refuse, maintain, extend or limit the scope, renew, suspend or restore after suspension or withdraw the certification is made on the basis of these checks. The certificate(s) shall be issued by the Contractor after the positive evaluation of the documentation of the certification process. The certificates are sent to the client. The certificate is only issued if the contractor can close all non-conformities. The certificate is issued for the specified period.

1.1.6 In order to maintain the validity of the certificate, on-site surveillance audits must be carried out depending on the respective standard. If the surveillance process is not completed (including a positive assessment of continuation by the certification body), the certificate shall be withdrawn. In this case, all issued certificates must be returned to the certification body.

1.1.7 During a surveillance audit, at least the essential requirements of the standard and the criteria specified by each certification program are reviewed. In addition, the proper use of the certificate (and, if applicable, the certification mark), complaints about the management system, the process or the certified product/service and the effectiveness of corrective actions in connection with the non-conformities from the previous audits are assessed. The client receives a report after each surveillance audit.

1.1.8 In the case of surveillance and recertification audits or a specially scheduled audit, extensions/reductions of the geographical (e.g. additional sites) and technical (e.g. additional products) scope as well as additions to the proof of compliance with standards are possible. The number of audit days depends on the scope of the extension, which must be clearly defined and contractually agreed by the client prior to the audit of the company.

1.1.9 If there are changes to procedural requirements (e.g. company data, accreditation requirements) during the term of the contract, the changes in the process must be taken into account accordingly and the contractual partner must be informed immediately. This also applies to any resulting necessary changes to the number of audit days.

The Contractor accepts no responsibility for changes to the procedural requirements that are not submitted or are submitted incorrectly. Nor for any resulting consequences, in particular time gaps in certification, additional audits (special audits) or the invalidity of existing certificates.

1.1.10 Integrated management systems with different standards and verification requirements can be certified in a combined/integrated procedure. Depending on the verification requirements, these can also be offered individually.

1.1.11 Costs arising from additional audit time due to an unscheduled audit or follow-up audit or due to a review of corrective measures to rectify non-conformities from a previous audit shall be borne by the client and shall be invoiced on a time and material basis. This also applies to costs arising from an extraordinary audit announced at short notice in accordance with section 2.5.

### 1.1.12 Confidentiality

1.1.12.1 "Confidential Information" refers to all information, documents, images, drawings, know-how, data, samples, and project documents provided or otherwise transmitted by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the contractual relationship from the commencement of the agreement ("Confidential Information"). This also includes copies of such information in paper and electronic form. If disclosed in electronic, written, or other physical forms, Confidential Information must be identified as "confidential" or with a similar indication signifying its confidential nature. For Confidential Information disclosed verbally, prior notice to this effect must be given.

### 1.1.12.2 Confidential Information

1.1.12.2.1 May only be used by the Receiving Party to fulfill the contract unless there is a different explicit written agreement with the Disclosing Party;

1.1.12.2.2 Must be treated confidentially by the Receiving Party in the same way that they treat their own confidential information, though in no case with less care than is objectively required;

1.1.12.2.3 May not be disclosed or made accessible to third parties in any other form without the prior written consent of the Disclosing Party. For the purposes of this agreement, "third parties" do not include employees of the parties or affiliated companies under §§ 15 ff. AktG, subcontractors, and advisors of the parties, including their respective employees, who require the Confidential Information to fulfill the agreement.

### 1.1.12.3 Exceptions to Confidentiality Obligations.

The confidentiality obligation does not apply to such Confidential Information.

1.1.12.3.1 That was already publicly known at the time of disclosure or becomes publicly known without breaching this agreement, or

1.1.12.3.2 That the Receiving Party can prove was known to them at the time of entering into the agreement, or

1.1.12.3.3 That was already in the possession of the Receiving Party before being disclosed by the Disclosing Party, or

1.1.12.3.4 That the Receiving Party independently developed without reference to the disclosure by the Disclosing Party, or

1.1.12.3.5 That must be disclosed due to judicial, administrative, accreditation-related, and/or legal regulations or orders, or

1.1.12.3.6 That must be disclosed in connection with an accreditation process or upon the request of regulatory authorities or accreditation bodies of TÜV Rheinland.

### 1.1.12.4 Ownership of Confidential Information

The Confidential Information remains the property of the respective Disclosing Party. The Receiving Party hereby agrees to, at any time upon the request of the Disclosing Party:

1.1.12.4.1 Return all Confidential Information, including all copies thereof, to the Disclosing Party, or

1.1.12.4.2 Destroy all Confidential Information, including all copies thereof, and confirm in writing to the Disclosing Party that such destruction has taken place.

### 1.1.12.5 Exceptions to the Obligation of Return or Destruction

The aforementioned obligation to return or destroy does not apply to Confidential Information:

1.1.12.5.1 That forms the basis for reports, certificates, and other performance results created in the course of providing services. TÜV Rheinland is entitled to retain copies for the purpose of proving proper contract execution and for documentation;

1.1.12.5.2 That is stored as part of routine data backups in usual archiving processes on backup servers or using generation principles; or

1.1.12.5.3 Where laws, regulations, orders, and/or provisions of a court, administrative or regulatory authority, or an accreditation body prevent such return or destruction.

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## 1.2 Obligations of clients

1.2.1 The Client shall provide the Contractor with all necessary documents free of charge in good time before each audit.

1.2.2 During the audit, the client shall grant the audit team or auditor appointed by the contractor access to the documents relating to the scope of application and shall grant the team or auditor access to the relevant organizational units, taking into account shift work.

1.2.3 The Client shall appoint one or more audit representatives to support the Contractor's auditor in the provision of the contractual services. These person(s) serve(s) as contact persons for the client.

1.2.4 After the certificate has been issued and during the term of the contract, the client must notify the contractor in particular of all changes that have a significant impact on the management system, the process or the certified product/service:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product/process/service
- Changes to the company structure and organization. This also applies to the introduction or change of shift work.

The client is also obliged to provide notifications throughout the term of the contract:

- Any incident relating to the safety of products and services
- Violations of the statutory provisions identified by market surveillance and law enforcement authorities

1.2.5 The client is obliged to record all external complaints regarding the management system, e.g. from customers, and all complaints addressed to the client regarding the conformity of a certified product, process or service with the requirements of the certification standards. The client must take appropriate measures, document the measures taken and provide evidence of these to the contractor or the auditor during the audit upon request.

1.2.6 The client is obliged to submit correspondence and measures in connection with standardization documents and standard requirements relating to the applicable certification standards to the auditor on request.

1.2.7 If the Contractor determines during the product, process, service certification that further testing is required due to the changes mentioned in section 1.2.4, the Client may not release any products/processes/services after the changes come into effect if these fall within the scope of the product certification until the Contractor has informed the Client accordingly.

1.2.8 In the case of product, process and service certification, the Client shall inform the Contractor if the product no longer fulfils the requirements of the product certification.

1.2.9 The client undertakes to fulfil the certification requirements at all times, including the implementation of corresponding changes. The client also undertakes to operate the underlying management system, the process or the certified product/service continuously and effectively during the validity of the certification.

## 1.3 Appointed auditors, experts and assessors and the right to appeal against the certification decision

1.3.1 The client has the right to object to the appointment of a specific auditor or expert if there is a comprehensible reason against the appointment and the objection is justified accordingly.

1.3.2 In the case of accredited certification projects, the client agrees that the assessors of the accreditation body or the standard owner may review the client's documentation and participate in the audit as observers.

1.3.3 The client has the right to complain about the course or content of the auditing or certification process.

1.3.4 The client has the right to appeal against the certification decision.

## 1.4 Scope of the rights of use of certificates and certification marks

1.4.1 Once the agreed certification procedure has been completed with a positive result, the Client shall receive the certificate from the Contractor. The certificate shall be valid for the period specified in the contract or in the Contractor's certification conditions.

1.4.2 With the issue of the certificate in accordance with section 1.4.1, the client receives a one-off, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions specified in sections 1.4.3 to 1.4.15 for the specified term of the certificate. This also applies if the client refers to its certification in communication media, e.g. documents, brochures or advertising material.

1.4.3 Authorization to use the certificate and certification mark issued by the Contractor applies only to the business areas of the Client specified in the scope of validity of the certificate. Use by business areas not named is strictly prohibited.

1.4.4 The certification mark for the certification of the management system, the process or the certified product/service may only be used by the client and only in close connection with the company name or logo of the client. It may not be displayed on or in connection with a product of the client. This also applies to the packaging of products, accompanying information, laboratory test reports, calibration certificates and inspection reports. If the client wishes to make a statement about the certified management system, the certified process or the certified product on the packaging or in accompanying information, this statement must at least include the following:

- The company name of the client or the brand and company name of the client
- The type of management system or management systems in the case of an integrated management system, e.g. quality, environment, and the applicable standard, e.g. ISO 9001, ISO 14001 and ISO 45001 certification program of the process or product/service.
- The company name of the contractor

Note: The definitions for product packaging and accompanying information in ISO 17021-1:2015, chapter 8.3.3 must be taken into account.

1.4.5 The client undertakes to use the certificate and the certification mark only in such a way that a statement corresponding to the certification is made about the client's company/department. The client must also ensure that the impression is not created that the certification is an official verification or that the system certification is equivalent to a product test.

1.4.6 The client is not authorized to make changes to the certificate or the certification mark.

1.4.7 The client is obliged to design its advertising etc. in such a way that it is clear that this is a voluntary certification based on an agreement under private law.

1.4.8 The right of use expires if no valid certificate is available, in particular at the end of the term of the certificate or if the certificate is withdrawn if the necessary surveillance audits are not carried out.

1.4.9 The client's right to use the certificate or certification mark expires with immediate effect, without the need for cancellation, if the client uses the certificate and/or certification mark in a manner that contravenes the provisions of sections 1.4.1 to 1.4.8 or is otherwise in breach of contract and the certificate is withdrawn as a result.

1.4.10 The client's right to use the certificate or certification mark shall end in due time in the event of effective ordinary termination, and with immediate effect in the event of justified extraordinary termination for good cause.

1.4.11 The right of use expires automatically if the maintenance of the certificate is prohibited by regulatory or judicial authorities.

1.4.12 Upon termination of the right of use, the client is obliged to return the certificate to the contractor.

1.4.13 The Contractor reserves the right to assert claims for damages in the event of a breach of the contractual provisions.

1.4.14 Certification must not lead to the contractor being discredited.

1.4.15 The Client is not authorized to make statements about its certification that the Contractor could regard as misleading and unauthorized.

1.4.16 If it is foreseeable that the client will only temporarily fail to fulfil the certification requirements, certification may be suspended. During this time, the client may not advertise the certification. The status in the accessible directory is indicated as "suspended" in accordance with section 1.5.

1.4.17 If the reasons for the suspension are rectified within the agreed period, the certification will be reinstated. If the reasons for the suspension are not rectified within the agreed period, the certificate is withdrawn.

1.4.18 The client is obliged to keep a record of the use of the certificate in business transactions. It should be noted that the Contractor is obliged under the standards to monitor the proper use of the certificate by means of random checks. Information from third parties shall be checked by the Contractor.

1.4.19 The Client must inform the Contractor immediately if it discovers that a third party is misusing its certificate.

1.4.20 The client only passes on certification documents to others in full or as specified in the certification program.

## 1.5 List of certified companies

1.5.1 The Contractor is obliged to maintain a list of certificate holders containing the following information: Name of the certificate holder, applicable standard documents, scope of validity, geographical location (for multi-site certifications: geographical location of the head office and each site within the scope of validity), period of validity, validity status.

1.5.2 Suspended certifications according to section 1.4.16 and withdrawn certificates according to sections 1.4.9 and 1.4.17 are added to the list.

1.5.3 The Contractor is authorized to make the list referred to in section 1.5.1 available to the public on request in accordance with the rules of the certified standards.

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## 2 General conditions for accredited certification

### 2.1 General conditions for accredited certification

The provisions listed here apply to accredited or authorized/recognized certifications in addition to the above General Certification Conditions, i.e. certifications based on national or international standards with accreditation, authorization or recognition. The terms "accreditation specifications", "accreditation requirements", "accreditation standards" and "accreditation procedures" apply accordingly to the specifications and procedures of the authorizing or recognizing organizations. For accredited certifications, the generally applicable international accreditation standards and, where applicable, implementation guidelines as well as the certification standard-specific accreditation standards and, where applicable, implementation guidelines as well as the certification standards and, where applicable, implementation guidelines and accreditation requirements of the respective accreditation body or authorizing/recognizing organization also apply

- Generally applicable international accreditation standards: e.g. ISO/IEC 17021, ISO/IEC 17065, IAF Mandatory Documents (IAF MDs)
- Certification standards such as ISO 9001, ISO 14001, ISO 45001
- Accreditation requirements of the respective accreditation body

### 2.2 Certification audit

2.2.1 The certification audit for management systems is carried out in two stages. Stage 1 serves to obtain an overview of the management system and the status of implementation. Based on this information, stage 2 of the audit can then be planned and carried out, in which the implementation of and compliance with the management system is reviewed.

2.2.2 The stage 1 and stage 2 audits can only be carried out immediately one after the other in justified cases. However, if the stage 1 audit shows that certification readiness has not yet been achieved, the stage 2 audit cannot be carried out immediately afterwards. Instead, the client must first ensure readiness for certification. The additional costs incurred by the client and the contractor as a result, including travelling expenses, travelling time and loss of time, shall be borne by the client.

2.2.3 The gap of the initial certification (stage 1 and stage 2 audits) must not exceed 6 months. Otherwise, the initial certification must be repeated with stage 1 and stage 2.

The resulting additional costs incurred by the Client and the Contractor, including travelling expenses, travelling time and loss of time, shall be borne by the Client.

2.2.4 When determining the time period between the stage 1 and stage 2 audits, both the client's requirements and the time required to rectify weaknesses are taken into account. In general, the time focus is on the stage 2 audit.

2.2.5 If the contractor is not able to review and accept the implementation of corrections and corrective actions for major/minor nonconformities, including a special audit for major nonconformities, within 90 days after the last day of stage 2, the certification decision is negative and the client must restart with an initial certification audit (stage 1 and stage 2).

2.2.6 In the case of the certification of a product, process, or service, the evaluation plan can, depending on the characteristics of the certification program and the product requirements, either be general in nature and applicable to all activities—potentially including the evaluation of the quality management system—or specific to a particular activity, or a combination of both.

### 2.3 Surveillance audit

2.3.1 In order to maintain the validity of the certificate, at least annual on-site surveillance audits must be carried out. The due date is determined by the date of the last day of the initial certification audit. The first surveillance audit after the initial certification audit must be scheduled for the due date based on the surveillance audit interval as specified below:

Monitoring interval	6 months	9 months	12 months
Number of audits per 3-year cycle	5	3	2
Allowed time	-1 month/ +1 month	-2 months/ +1 month	-3 months/ +1 month

### 2.4 Re-certification audit

2.4.1 In order to extend the certification for a further three years, a re-certification audit must be successfully completed before the expiry of the validity period.

2.4.2 This procedure is the same as for the certification audit, whereby the necessity and scope of the stage 1 audit is determined depending on the changes to the client's management system, the client's organization or the context in which the client's management system is operated.

2.4.3 If there are no standard-specific regulations, the validity of the certificate is extended by a further 3 years in the event of successful recertification. The recertification audit and the positive certification decision must be completed by the expiry date.

### 2.5 Audits announced or unannounced at short notice

Under the following conditions, an extraordinary audit, announced or unannounced at short notice, may be required. In these cases, the client cannot refuse the auditors.

- Serious complaints and other facts of which the certification body becomes aware if these complaints and facts call into question the effectiveness of the client's certified management system or the certified processes, products, services and cannot be clarified by correspondence or during the next regular audit (e.g. suspicion of criminal acts by the client or its employees).
- Changes in the client's organization that affect the capability of the management system so that the requirements of the certification standard are no longer met.
- As a result of the suspension of the client's certification.

### 2.6 Cross-site certification

2.6.1 Multi-site certification (ISO standards) can be applied in organizations with multiple sites or in an organization with local offices or branches (sites). Several individual, autonomous and independent companies or organizations that are not linked to each other in the sense of a group of companies and that use another company outside the group or an external organization to develop, implement and maintain a management system do not constitute a multi-site organization within the meaning of IAF MD1 (IAF = International Accreditation Forum, MD = Mandatory Document) and therefore cannot be certified as a group.

2.6.2 Certifications for multiple locations are possible if at least the following conditions are met:

- The organization must have a single management system.
- The organization must specify its head office. The head office is part of the organization and must not be outsourced to an external organization.
- The head office must have the organizational authority to define, implement and maintain the single management system.
- The organization's single management system must be subject to a central management review.
- All sites must be subject to the organization's internal audit program.
- The head office shall ensure that data is collected and analyzed from all sites and shall be able to demonstrate that it has the authority and ability to initiate organizational change in this regard, including but not limited to: (i) system documentation and system changes, (ii) management review, (iii) complaints, (iv) corrective action assessment, (v) internal audit planning and evaluation of results, and (vi) legal and regulatory requirements relating to applicable standards).

2.6.3 In the case of certifications with several locations, the on-site audits of the locations can be divided between certification and surveillance audits. The head office must be audited annually in addition to the selected sites.

2.6.4 The Contractor shall select the sites to be inspected.

2.6.5 A contractual relationship exists only between the contractor and the client (head office), irrespective of the corporate status of the branch(es).

### 2.7 Blended audits / remote audits

2.7.1 Blended audit is a combination of physical on-site audit and virtual audit (remote audit). Remote audits can be carried out up to 100 %.

2.7.2 The Parties may agree to make reasonable use of remote auditing techniques during the audit, where permitted by the instructions of the accreditation bodies/standard setters/certification program owners.

2.7.3 The client must have a suitable information technology infrastructure and environment (e.g. Internet access).

2.7.4 For the remote test, the client must have all relevant documents available online/electronically.

2.7.5 Additional costs (e.g. testing time) incurred by the client due to technical problems (e.g. poor internet connection) shall be borne by the client.

2.7.6 Video and audio recordings are not permitted unless both parties have agreed to this in advance. Screen recordings, e.g. of audited documents or participant lists, are permitted to document the remote audit.

### 2.8 Transfer of certifications

2.8.1 Only certifications covered by an accreditation of an IAF or local MLA signatory, Level 3 and where necessary Level 4 and 5 levels, shall be eligible for transfer. Organizations holding certifications that are not covered by such accreditations shall be treated as new clients.

2.8.2 The certificate is transferred with the validity of the issuing certification body. Thereafter, all certification conditions described here apply. Special conditions for the transfer of certificates are described in the standard-specific conditions.

2.8.3 If the client cancels the contract and changes to another certification body, the client is entitled to make the contents of the previous audit reports and certificates

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available to the other certification body in a suitable form. The Contractor is authorized to provide the information required to transfer the certification to the certification body taking over.

### 3 Standard-specific conditions for accredited certification

The Contractor's additional conditions for certain accredited certifications are listed below. These apply in addition to the above certification conditions for each of the specific standards listed below.

#### 3.1 Supplementary conditions for environmental management systems according to ISO 14001

3.1.1 These additional conditions apply to the certification of environmental management systems according to ISO 14001

3.1.2 Additional conditions for the ISO 14001 level 1 audit:

The stage 1 audit must be carried out on site for the first certification. Only under the following conditions is it not mandatory to carry out a stage 1 audit on site:

- the client and its typical environmental aspects are known to the audit team from previous audits, or
- the client already has a management system certified to ISO 14001
- the environmental impact of the client's sites is predominantly classified as low or limited.
- In addition to the relevant system documents, the review of the documents must also include an overview of the environmental aspects and environmental requirements of the client (including environmental permits and authorizations).

3.1.3 The Client is obliged to inform the Contractor immediately if a significant environmentally relevant incident or a violation of environmental regulations occurs in its company that requires official intervention. A significant, environmentally relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The contractor shall then decide whether an extraordinary audit is required at short notice (see 2.5). If it turns out that the environmental management system seriously violates the certification requirements, the contractor will take measures that may lead to the suspension or withdrawal of the certificate.

#### 3.2 Supplementary conditions for ISO 45001

3.2.1 These additional conditions apply to the certification of health and safety management systems to internationally recognized standards for ISO 45001

3.2.2 For initial certification to ISO 45001, the level 1 audit must be carried out on site.

3.2.3 The Client is obliged to inform the Contractor immediately if a serious health and safety incident or a breach of statutory obligations has occurred in its company that requires official intervention. A serious, health and safety-relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The employer then decides whether or not a short-term, extraordinary audit is necessary (see 2.5). If it transpires that the occupational health and safety management system is in serious breach of the certification requirements, the contractor shall take measures that may lead to the suspension or withdrawal of the certificate. A serious breach is deemed to have occurred, for example, in the event of an accident at work with a fatal outcome.

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