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1. Scope of Application

- 1.1 These Testing and Certification Regulations govern all the services rendered by TÜV Rheinland Singapore Pte. Ltd. ("TRSG") to manufacturers or other parties for product testing, product certification, Factory Production Control ("FPC") certification and related services for manufacturing sites and quality systems.
- 1.2 These Testing and Certification Regulations prevail over the General Terms and Conditions of Business.
- 1.3 The client's general terms and conditions of business, including the client's terms and conditions of purchasing (or any other documents of a similar nature in a comparable context) ("client's T&C documents"), if any, shall not apply and shall hereby be expressly excluded. The client's T&C documents will not become part of the General Terms and Conditions of Business and these Testing and Certification Regulations even if not expressly excluded by us.

2. Contractual Basis

- 2.1 The ordering party, hereinafter referred to as "client", places an order directly with TRSG, or with a subsidiary of TÜV Rheinland AG, hereinafter referred to as "subsidiary".
- 2.2 When the order includes a certification, "General Agreement" must be concluded between TRSG and the client.
- 2.3 With each order the client places with TRSG, the client accepts as binding the General Terms and Conditions of Business as well as these Testing and Certification Regulations of TRSG.

3. Site of Testing

- 3.1 Tests are generally conducted in Singapore Accreditation Council ("SAC") accredited laboratories or any accredited laboratories recognized by SAC via International Laboratory Accreditation Cooperation ("ILAC") or Asia Pacific Accreditation Cooperation ("APAC") Mutual Recognition Arrangement ("MRA").
- 3.2 Testing may also be conducted in laboratories that are not accredited, provided that TRSG has conducted an assessment and demonstrated the compliance with ISO/IEC 17025 for the corresponding tests.
- 3.3 TRSG may acknowledge the test reports by these laboratories. However, TRSG reserves the right to conduct product verification tests. The client is responsible for paying TRSG the prevailing fees for such verification tests.

4. Evaluation Activities

- 4.1 After placing the order, the client shall supply TRSG with amount of test samples needed, free of charge.
- 4.2 The client agrees that any test samples submitted by the client to TRSG or the subsidiary for testing will either be disposed of after testing or returned to the client at the client's expense. Exceptions to this policy include test samples required to be stored according to statutory regulations or as per a separate agreement with the client. Storage of the test samples will incur additional charges.
- 4.3 The client shall cover any additional charges 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.
- 4.4 If the client decides to collect the test samples after testing instead of returning them to TRSG and does not collect the test samples within three (3) months after testing, the test samples will be disposed. The cost of disposal as well as the cost of storage until disposal will be charged to the client.
- 4.5 The costs of handling over and sending the test samples for storage at the customer's premises shall be borne by the client in full.
- 4.6 TRSG or the subsidiary shall only liable for the damages to or the loss of test samples that are the result of burglary, theft, water, fire or during transit if they act with gross negligence.
- 4.7 Test orders are processed on condition that all necessary documents and test samples are submitted in full. This applies to both product tests and Quality Management ("QM") / Quality Assurance ("QA") system audits, if applicable.
- 4.8 For QM/ QA audits (for scheme type 3 and 5 of ISO/IEC 17067: 2013), the QM documentation and, if applicable, any technical documentation of products that are covered by the certification, must be provided in advance. To test the QM/ QA and/ or production process for its effectiveness, audits on the client's premises are conducted either at once or in several steps. If documents and documentations are submitted demonstrably incomplete or too late, the entire testing and certification project will be cancelled. Any expenses incurred will be the responsibility of the client.
- 4.9 If a product submitted for testing by the client turns out indisputably and verifiably to be a result of plagiarism, TRSG reserves the right to stop testing and to bill any incurred expenses.
- 4.10 If the client desires a certification following successful testing of the product and if applicable, successfully completion of audit of the QM/ QA system and/ or production process, the technical documentation and, if necessary, also the report on the initial factory inspection will be submitted to the Certification Body for certification.
- 4.11 Test reports issued for the client must not be altered. A test report only applies to the product sample mentioned in the test report. Without TRSG permission, a test report may not be published or duplicated in part. A test report does not authorize the use of certification marks.

5. Certification Regulations

- 5.1 A formal application is required for participation in certification scheme. Authorities or scheme owners may impose requirements for TRSG regarding eligibility to apply. Failure to comply with the requirements will result in no formal application.
- 5.2 Validity of initial type test reports shall follow relevant regulatory requirements. For certification of Singapore Civil Defence Force ("SCDF") Regulated Fire Safety Product, validity of initial type test report shall not exceed five (5) years for discrete system, or ten (10) years for non-discrete system.
- 5.3 For FPC certification pursuant to BC1 scope of Building and Construction Authority ("BCA") Singapore, initial type tests must be conducted during the product introduction phase and whenever changes to the manufacturing process occur that may impact

product characteristics. The corresponding test report(s) must be properly documented, securely stored and made available upon request.

- 5.4 On the basis of favourable assessment on the agreed certification process, the certification body of TRSG issues certificate and/ or certification mark to the client.
- 5.5 "Certificates" means all conformity statements listed below, e.g. official records, statements of validity, and certificates in the narrow sense of word. Based on the evaluation activities, the decision for granting, denying, maintaining, expanding or reducing the scope, renewing, suspending, or restoring after suspension, or withdrawing of certification is made. The certificate(s) is/ are issued by TRSG after the positive evaluation of the certification process documentation. The certificates will be delivered to client. The certificate will only be issued if the processing of all nonconformities is agreed by TRSG. The certificate is issued for the specified period.
- 5.6 The Certificates including certification for SCDF Regulated Fire Safety Products has a validity of five (5) years, whereas for FPC within the scope of BC1, the certification is valid for three (3) years.

6. Surveillance

- 6.1 TRSG carries out continuing surveillance of the client's conformity with the accepted requirements and obligations. The initial surveillance sampling shall be conducted within twelve (12) months following certification, subsequent surveillance sampling will occur either annually or once every three (3) years, in accordance with the relevant regulatory requirements.
- 6.2 This surveillance is carried out by TRSG employees or by employees of the subsidiary.
- 6.3 During the surveillance of FPC system, every unit, line and department covered by a single FPC system shall be included in a surveillance visit at least once every three (3) years.
- 6.4 If nonconformities come to the knowledge of TRSG, this may lead to reduction of the inspection intervals, suspension or withdrawal of the certification, contingent upon the level or severity of the situation.
- 6.5 TRSG reserves the right to conduct an additional surveillance visit or surveillance test whenever it considers them to be necessary.

7. Expiration, Suspension, Withdrawal and Termination

- 7.1 Certificates shall be deemed invalid if not properly renewed prior to their expiration date by providing TRSG or the subsidiary three (3) months' notice for renewal.
- 7.2 Suspension may apply for a limited time in the following cases:
 - (a) Non-compliance to any component of the surveillance or certification requirements;
 - (b) Not completing required surveillance within designated time frame. (e.g. missed surveillance test);
 - (c) The product placed on the market poses a risk (e.g. risk related to fire safety) to end users or third parties, but under process of investigation;
 - (d) If there has been contravention of the requirements of the certification scheme or actions bringing the certification scheme or the certification body into dispute;
 - (e) If the client fails to settle financial obligations in due time.
- 7.3 In the event that Certificate is suspended due to a real of potential defect in the product, the client shall procure that the manufacturer halt production, distribute or recall the product (as instructed by TRSG), until TRSG completes its investigation.
- 7.4 Upon the suspension of the certificate, the client must refrain from representing themselves as certified and from using any certification mark on any products.
- 7.5 A certificate shall be withdrawn in the following cases:
 - (a) The product placed on the market or industry no longer corresponds to what described in the certificate and laboratory test report;
 - (b) Misuse of any certification mark, including Serial Label, Declaration of Compliance ("DoC"), logo and certificates;
 - (c) Supply of products from a factory differs from the factory declared during certification application;
 - (d) If the surveillance shows serious nonconformity (e.g. the certified product is hazardous);
 - (e) In case of suspension, if the actions taken by the client are inadequate;
 - (f) If the client fails to settle financial obligations in due time;
 - (g) If the client does not allow SAC to witness the audit.
 - (h) If there is any other contravention of the licensing agreement.
- 7.6 A certificate shall be terminated in the following cases:
 - (a) The client ceases to supply the product due to business considerations (e.g. shutting down business);
 - (b) The client fails to implement adequate rectification measures within the given timeframe after being suspended for violating the TRSG's terms and conditions;
 - (c) If the client fails to settle financial obligations in due time.
- 7.7 TRSG shall issue notice of suspension, withdrawal or termination via registered letter (or equivalent means) to the client, stating the reason and date of the suspension, withdrawal or termination of the license. Before declaring a certificate as suspended, withdrawn, restricted or invalid, TRSG affords the client an opportunity to express his views, unless such a hearing is rendered impossible due to urgency of the actions required.
- 7.8 Upon suspension, withdrawal or termination of a certificate, the client shall:
 - (a) Forfeits the right to continue label the products listed on the certificate with marks of TRSG; and
 - (b) Discontinue the use of all invalid original certificate any certification mark, logo, Serial Label and DoC, and return them to TRSG.

8. Rights and Obligations

- 8.1 The client affirms and undertakes these obligations:
 - (a) Always fulfil the application certification requirements and general and specific rules specified in the standards, including implementing appropriate changes when they are communicated by the certification body.
 - (b) If the certification applies to ongoing production, the certified product continues to fulfil the product requirements.
 - (c) Makes all necessary arrangement for
 - The conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and the client's subcontractors;
 - Investigation of complaints; and
 - The participation of observers, if applicable.
 - (d) To ensure that all claims regarding certification align/ consistent with the scope of certification. Not to make or permit any misleading statements regarding the certification. To revise/ amend all advertising materials in the event of a reduction in the scope of certification. Not to imply and/ or suggest that the

- certification applies to activities and sites that beyond the defined scope of certification.
- (e) Not to use its certification in such a manner to bring TRSG into disrepute or losing public trust and not to use or permit the use of certification document or any part thereof in a misleading manner.
 - (f) Upon expiring, suspension, withdrawal or termination of certification, to discontinue its use of all advertising matter that contains 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(s).
 - (g) If provide copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
 - (h) To comply with the requirements as specified in the certification scheme when referring to its product certification in communication media such as internet, documents, brochures or advertising.
 - (i) To comply with any requirements that may be prescribed in the certification scheme relating to the use of certification mark, and on information related to the product.
 - (j) To keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to TRSG when requested, and
 - Take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; and
 - Document the actions taken.
 - (k) To notify TRSG, 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; and
 - Major changes to the quality management system.
 Any intended relocation 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.
 - (l) To pay fees for participation in the certification system and the issue of certificates. Surveillance fees shall also be paid for maintaining certification and for the use of certification marks and labels.
 - (m) Shall allow their assessment/ audits to be witnessed by SAC when required. If the client refuses to allow SAC to witness the audit, their certificate may be withdrawn. SAC will notify all its accredited certification bodies of the withdrawal. If the client chooses to seek certification from another certification body, SAC will inform the new certification body that its intention to witness the audit. This would only be applicable for SAC accredited certification that is mandatory.
 - (n) As part of the assessment, SAC may contact the client, in the presence of the certification body, to verify the quality and details of the audit conducted.
- 8.2 The client has the right:
- (a) To publish the fact that he has been authorized to label the products or quality systems to which the certification applies; and
 - (b) To complain to or raise an objection with the management of TRSG, if he is not satisfied with decisions of the certification body made during the test, audit or certification procedure. TRSG will give the client its decision and justification. If these reasons are not acceptable to the client and no final decision can be reached with the management of TRSG, the client is to call on the governing board, the accreditation body or take legal actions.
- 8.3 Should there be changes to the requirements for products included in this agreement, TRSG should inform the relevant certificate holder. TRSG will provide the effective date of the new requirements, and advise the client if there is necessity for any supplementary examination of the products. Within a given time after receipt of the advice, the client shall inform TRSG whether he is prepared to accept the modifications and decide on option a) or b):
- (a) The client confirms acceptance of the modified requirements. If the result of any supplementary examination is favourable, the certification body will issue a supplementary certificate or make other modifications of the certification body's records.
 - (b) If the client advises TRSG that he is not prepared to accept the modification or if the client allows the term for acceptance to lapse, or if the result of any supplementary examination is not favourable, the certification covering the particular product shall cease to be valid on the end date of the transition time to the modified specifications, unless otherwise decided by the certification body.
- 8.4 TRSG or the subsidiary reserves the right to publish the necessary information of the certification required by regulatory guidelines at www.certipedia.com. A special consent of the client to this is not required.
- 9. Scope of Right of Use of Certificates and Certification Marks**
- 9.1 If the agreed certification process is completed with a positive outcome, TRSG will award a certificate either with or without authorization to use a certification mark.
 - 9.2 If the respective certification criteria and procedure provides for the issue of a certification mark, the client will be granted limited, non-transferable and non-exclusive right to use the certification mark throughout the defined certificate validity.
 - 9.3 The permit to use the certificate and/ or certification mark issued by TRSG shall apply exclusively to the areas of the client's organization quoted in the certificate's scope of application. Use of the certificate and/ or certification mark for areas not quoted in the scope of application is prohibited.
- 9.4 Certificate and/ or certification mark relating to product certification may only be used by the client to promote the certified product as quoted in certificate. The use of certificate and/ or certification marks must not give impression of certification applying to activities outside the certificate's scope of application.
- 9.5 Where a certificate and/ or certification mark refer only to specific components of a product or system, advertising must not create the false impression that the entire product or system is certified.
- 9.6 The client shall not be authorized to change the certificate or the certification mark in any way.
- 9.7 The client shall immediately cease the use of the certificate, certification mark and/ or SAC accreditation mark on the following cases:
- Upon the certificate expired, suspended, withdrawn or terminated;
 - Certification agreement is terminated;
 - Maintenance of the certificate is prohibited by administrative regulations or court.
- 9.8 The client's right to use the certificate and/ or certification mark shall expire with immediate effect, without requiring termination, if the client uses the certificate and/ or certification mark in violation of the provisions of these Testing and Certification Regulations, the General Agreement and any other agreed documents intended to utilised in respect of the provision of certification services plus any ancillary services based on the scope of contract performance established under the General Agreement.
- 9.9 In cases involving expiry of the right of use, the client shall obligate to return the certificate and certification marks (including but not limited to Serial Label and DoC) to us without delay.
- 9.10 If the certificate become invalid, the products bearing the certification mark must not be marketed. The client is required to return all the unused certification mark (including but not limited to Serial Label and DoC), remove the certification mark from all the product accessible, make the certification mark indistinguishable or dispose the products. In addition to enable TRSG to verify these measures on the client's cost.
- 9.11 TRSG has the right to obtain samples of products identified by a certification mark from the market for testing. If the products fail to meet certificate's criteria (including but not limited to due to unauthorized modification), TRSG reserves the rights to restrict, suspend or withdraw of the related certificate, the client shall bear the costs of evaluation activities in full.
- 9.12 In the cases mentioned in Article 8.1(k), TRSG must inspect and approve the changes before the products can labelled with certification mark.
- 9.13 The client shall inform TRSG immediately of any damage or other events arising from the certified product.
- 9.14 The client shall inform TRSG immediately if discovers that a third party is improper using the certificate and/ or certification mark.
- 10. Use of Certification Mark in Conjunction With SAC Accreditation Mark**
- 10.1 Where the client is certified under the SAC scheme, the certified client may use the certification mark in conjunction with SAC accreditation mark, after obtaining approval from TRSG in writing.
- 10.2 Use of the certification mark and SAC accreditation mark is subjected to the following conditions:
- (a) The certification mark shall placed before the SAC accreditation mark, and shall boxed up together;
 - (b) The certification mark and SAC accreditation mark are not disproportionately represented;
 - (c) The certification mark and SAC accreditation mark may be uniformly enlarged or reduced but shall be large enough for the wording to be clearly legible;
 - (d) Use shall be that there is no implication that the goods or services themselves are approved by SAC or TRSG;
 - (e) Use shall be that there is no implication that the accreditation board/ Government of Singapore, or any government minister, have certified or approved the client's activities, or in any other misleading manner.
- 10.3 Upon certification is expired, suspended, withdraw or terminated, the client shall immediately cease the use of the certification mark and SAC accreditation mark.
- 11. Confidentiality**
- 11.1 TRSG ensures that confidentiality is maintained by its employees as well as employees of the subsidiary, concerning all confidential information to which they gain access as a result of their interactions with the clients.
- 11.2 The client acknowledges that TRSG is entitled, by virtue of reporting obligations imposed by law or authorities, to disclose information regarding the certification that comes to its attention. Upon request from an authority, such as an Accreditation Body, TRSG may disclose information, documentation, etc. concerning both the contractual agreement with the client and the subject matter of the said contractual agreement to the Accreditation Body. This includes, in particular, information regarding audit performance, the issuance/ granting and revocation/ withdrawal of licenses, attestations, certificates, etc. as well as incidents indirectly or directly related to the tested products and/ or management systems. TRSG reserves the right to charge the client the costs incurred in identifying and addressing such incidents.
- 11. Taking Effect**
- These Testing and Certification Regulations are effective as of March 05, 2025. Any prior regulations cease to have validity as of that date.
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