Criteria and Procedure Guidelines for Product Certification

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1. Purpose/Scope

1.1 TECHEUROPA INSPECTION AND CERTIFICATION PVT LTD – hereinafter referred to as 'TIC' – is a certification body for products in the scope of the following certification schemes:

- Low Voltage Directive (2014/35/EU),
- Electro Magnetic Compatibility (2014/30/EU),
- Machine Directive (2006/42/EC),
- Medical Device Directive (93/42/EEC),
- EN Compliance of Fire Fighting Chemicals

1.2 The provisions stipulated herein apply to all product certification schemes operated by TIC and contain the requirements which clients have to meet in order to obtain or to maintain a certification.

1.3 The certification schemes may include the following: the initial examination; the inspection and evaluation of the manufacturing processes, followed by a surveillance which considers the manufacturing process and the examination or inspection of samples taken from the production or of samples available on the market.

1.4 The certification body shall be responsible to obtain sufficient objective evidence which is mandatory to provide a basis for the decision on a certification. Based on the evaluation of the evidence, it is decided whether the certificate is issued as sufficient conformity has been proven, or whether the certificate is not issued nor maintained as sufficient conformity has not been proven.

2. Application procedure and contractual agreement

2.1 Request and expert discussion if requested by the client an expert discussion can be held which contains for example the following:

- information on content, procedure and cost structure of the certification scheme;
- explanations regarding the applicability of standards and other normative documents according to which the products will be evaluated, assessed and certified;
- clarifying the scope of the intended certification;
- rights and duties of both the client and of TIC resulting from the certification of the products.

2.2 Application and assessment of the application

2.2.1 The client shall provide, without restriction, TIC with all information required to fully execute the relevant certification scheme. Such information shall include for example:

- the product(s) to be examined and certified;
- the directives, regulations, standards and/or all other normative documents according to which the certification shall be performed;
- the general details of the client (e.g. his name, company, address[es], relevant aspects of his processes and operation, decisive legal obligations);
- general information on the scope of certification applied for (e.g. tasks, personal and technical resources including laboratory and certification facilities, functions and, where applicable, relations within a larger corporation);
- information on any outsourced process that is utilized by the client and that may affect the conformity and its requirements;
- all other information that is necessary with regard to the relevant certification requirements (e.g. information on any initial evaluation and surveillance tasks).

The above mentioned also applies to the scope of the certification. Any extension shall include similar products, locations etc.

2.2.2 All information provided by the client shall be assessed by the certification body. Where information is incomplete, faulty or unclear, TIC will inform the client and request the rectification or completion of the information concerned.

2.2.3 The certification body shall refuse to perform a certain certification if it shall deem itself as not having the necessary competencies or skills to do so or if the required and necessary information to evaluate the application have not been provided completely even after repeated request by TIC.

2.3 Certification scheme and agreement

2.3.1 Based on the information provided in the application evaluation, TIC shall document the scope of the certification and the certification process to the client, either as an 'Offer', a 'Quotation' or an 'Order Confirmation', which the client will receive together with TIC's 'General Terms and Conditions' and 'Certification Criteria'.

2.3.2 The certification process for a particular product shall commence once an effective agreement has been entered. The client may not instruct any other body with the certification of this product.

3. Certification process

3.1 Evaluation

3.1.1 The client has to provide TIC with all necessary information and documentation in accordance with the requirements of the relevant certification scheme. This includes, for example, the test report of an accredited test laboratory, all documents providing the basis for this test, including the operating instructions and user manuals together with the necessary safety instructions in duplicate (if necessary), and also the required reference samples and specimen needed to perform the evaluation assignment. Other pertinent documents and records are to be provided to the certification body upon demand for inspection. The evaluation assignment may include the following tasks:

- design examination and assessment of the documentation;
- sampling and testing (product audit);
- inspection of objects or installations;
- auditing (examination of the manufacturing processes)

3.1.2 The products shall be certified in accordance with the requirements covered by the defined scope of the certification and those requirements defined in the certification scheme.

3.1.3 If non-conformities are found, the certification body shall inform the client. If the client decides to continue with the certification process, he has to provide the information needed for additional evaluation tasks in order to verify the rectification of the non-conformities.

3.1.4 The results of all evaluation tasks shall be documented in a report prior to the assessment.

3.2 Assessment

The assessment of all information and evidence gathered during evaluation shall be done by persons who were not a part of the evaluation process.

3.3 Certification

3.3.1 The certification body reserves the exclusive right to make decisions regarding the issuance, rejection, maintenance, renewal, extension, restriction, suspension and revocation of any certification.

3.3.2 Any refusal of the certification will be notified to the client in writing together with the reasons. The client can decide to continue the certification process. If that is the case, the evaluation process as described in 3.1 shall be resumed. In this respect, the certification body shall not be liable for any damage which may be incurred by the client through the refusal of the certification. This shall not apply if the certification body has deliberately or grossly negligently refused a certification in breach of the statutory or normative provisions.

3.3.3 Any approval of a certification means that the client will receive a certificate stating the following:

- name and address of the certification body;
- date on which the certificate was issued;
- name and address of the client;
- scope of the certification;
- validity or expiry date of the certification (if limited);
- additional information required by the certification scheme.

3.4 Surveillance

3.4.1 The certification body surveys the product(s) which are covered by the certification decision in accordance with the certification scheme.

3.4.2 Where the certification body has approved the continual use of a conformity mark placed on a product (or on its packaging or in its pertinent documents) whose type has been certified, the surveillance is part of the 'Offer' or 'Order Confirmation' (see 2.3). The regular surveillance of the

products supplied with a conformity mark ensures that the evidence that the product requirements are still complied with continues to be valid.

3.4.3 If the surveillance requires evaluation, assessment or certification decisions, those shall be performed according to the provisions stipulated in clauses 3.1, 3.2 and 3.3.

4. List of certified products

The certification body maintains a list of valid product certifications which states the following:

- the certified product;
- the standards and other normative documents according to which the conformity has been certified;
- the validity or expiry date of a certification (if limited), and
- the client.

The certification body is obliged to disclose the list or excerpts of this list and has to inform on the validity of a certificate on request.

5. Changes affecting a certification

5.1 The certification body shall inform the client on any new or revised requirements of the pertinent certification scheme; check how these changes have to be implemented by the client, and take any measures required by the scheme. Such changes may require new or modified contractual agreements with the client.

5.2 The certification body shall consider the following:

- changes of information that relate to the compliance with certification requirements;
- changes caused by the client himself (see 9.8), and
- any other changes that may impact the certification. The certification body shall decide on suitable measures.

5.3 The measures for implementing any changes affecting the certification may include the following:

- evaluation (see 3.1);
- assessment (see 3.2);
- certification (see 3.3);
- issuance of a revised certificate on order to extend or restrict the scope of the certification;
- issuance of a revised certificate in which surveillance tasks have been modified as far as those are part of the certification scheme.

Such measures shall be carried out according to the provisions stipulated in clauses 3.1, 3.2, 3.3 and 4.

6. Extension, termination, restriction, suspension or revocation of the certification

6.1 Any extension of the scope of an certificate that has already been issued requires a separate application (see 2.2.1) and shall be executed according to the provisions stipulated in clauses 2.2.2 .

6.2 If there is evidence of a non-conformity of the certified product with the certification requirements, either resulting from a surveillance audit or in any other way, the certification body shall consider appropriate measures and decide accordingly. Non-conformities with the certification requirements can be, for example:

- defects of the certified products become evident that were not detected during the certification process and which preclude a certification decision in favour of the product;
- learning about facts and matters that preclude a certification decision in favour of the product;
- the products surveyed are not identical with those types examined.

Suitable measures to rectify non-conformities can be:

- evaluation (see 3.1), assessment (see 3.2) or a certification decision (see 3.3);
- a continued certification under special conditions defined by the certification body (e.g. reinforced surveillance);
- restriction of the scope of certification to remove non-conform product variants;
- the suspension of the certification provided the client will take measures to rectify the non-conformities;
- the revocation of the certification.

6.3 A certificate may be restricted, suspended or revoked by the certification body if the client :

- refuses to perform the surveillance tasks;
- refuses the investigation of complaints;
- does not implement the measures specified by the certification body to remediate the non-conformities in due time;

- deceives or attempts to deceive the certification body or its authorised representative;
- does not fulfil his payment obligations as towards TIC within the agreed periods;
- improperly uses either the certificate or the conformity mark, for example, in one of the following circumstances:
  - products bearing a mark of conformity are offered or placed on the market prior to the issuance of the certificate;
  - the mark of conformity is incorrectly executed or affixed, and
  - certificates are misleadingly used in advertising, in catalogues etc.

6.4 If the certification is suspended, the certification body shall commission one or several persons with taking the following measures and informing the client accordingly:

- measures required to end the suspension and to resume the certification for products in compliance with the certification scheme;
- any other measures required to be taken by the certification scheme.

Any evaluation, assessment or decision that are needed to find solutions to end the suspension or that are required by certification scheme shall be listed in compliance with the provisions stipulated in clause 3.

6.5 Where restrictions have been imposed, the client may only use the certificate in the restricted scope. In the event of any contravention, the certificate may be suspended or declared invalid.

6.6 A certification shall be terminated by the certification body – without specific information to the client – if the client

- permanently discontinues the manufacturing or supply of the product;
- becomes insolvent, or an application for the opening of insolvency proceedings is dismissed with legally binding effect on account of lack of assets.

6.7 The certification body is shall be entitled to give public notice of the restriction, suspension or invalidity of a certificate.

6.8 The certification body shall execute all necessary changes of the certificates, the list of the certified products (see 7), conformity marks and any other information if

- the client requests the termination, suspension or revocation of a certificate;
- the scope of a certification is restricted;
- the certificate becomes effective again after its suspension.

6.9 TIC shall not be liable for damages that the client suffers in case there has been justification to restrict, suspend, revoke or terminate the certificate.

7. Records

7.1 The certification body shall archive one set of the information and documents provided by the client (see 3.1.1), and of all records issued during the certification process to evidence that all requirements of the certification process and the certification scheme have effectively been complied with.

7.2 The certification body shall keep these information and documents and records confidential in compliance with the provisions of clause 10 (Confidentiality).

7.3 Records shall be stored for a period of one complete certification cycle after the certification is terminated plus 1 years, minimum in accordance with the statutory particularities and agreements of acknowledgment after the certificate has been issued. This obligation shall also continue to be valid after the contract has terminated.

8. Complaints and appeals

8.1 Everyone is entitled to submit a complaint or appeal to the certification body. In order to make it traceable, the complaint or appeal has to be done in writing to TIC stating all necessary information and documents. The certification body shall keep the matter confidential and informs the complainant in writing on any progress and the formal outcome of the complaint procedure.

8.2 The complaint or appeal shall be handled by persons who have not been previously involved in the matter that is the subject of the complaint or appeal.

8.3 If a complaint mainly concerns the relationship between the certified client and the complainant (e.g. a complaint about the product conformity) the complaint shall be passed on to the respective client prompting him to address the complaint and to inform TIC on the result. TIC reserves the right to take additional measures.

8.4 Submissions and investigations of and decisions on complaints and appeal shall not lead to any discrimination of the complainant.

9. Duties of the client

9.1 The client shall be responsible for the certification requirements being complied with at all times, including the implementation of any changes that he will be informed on by the certification body (see 5).

9.2 If the certificate is issued for an ongoing production, the client must at all times ensure that the products manufactured conform with the types tested.

9.3 The client shall further take any necessary measures regarding the following:

- the execution of the evaluation (see 3.1) and, if necessary, the surveillance (see 3.4), including the consideration of the examination of the documentation and records, access to the relevant facilities, locations, areas and staff as well as any subcontractors of the client;
- the investigation of complaints;
- the participation of observers (e.g. personnel of accreditation bodies and approving authorities) if applicable.

9.4 The client shall

- use the certificate only within the scope assigned;
- make no statements on his product certificates which the certification body may deem as misleading or unjustified.

9.5 If the client shall pass on certificates and or reports to third parties, those documents have to be reproduced in full. It is not permitted to relay only excerpts of those documents or reports.

9.6 If the client refers to the product certificates or if he uses either certificates or conformity marks in communication media such as documents, brochures and advertising materials, he has to comply with the provisions stipulated in clause 11.

9.7 Of all complaints the client learns of with regard to the compliance of the certification requirements he has to file a record; the client shall archive those records and provide them to the certification body on request. He has to take and document appropriate measures regarding these complaints and regarding any defects that were found on the products and that may impact the compliance with the requirements of the certificate.

9.8 The client shall inform the certification body immediately on any changes that may impair his ability to comply with the requirements of the certificate. Such changes can be, for example, changes in the following:

- the legal, economic or organizational status or the ownership;
- the organizational structure or the management (e.g. key positions, decision-making processes or technical staff);
- the product or manufacturing method;
- the contact addresses or production sites;
- the quality management system.

In such cases the certification body shall decide – after consulting with the client – whether the certification can be maintained.

10. Confidentiality

10.1 TIC shall be obliged to maintain secrecy in relation to all information that TIC receives or creates during the performance of the certification tasks and to all information on the client that were not provided by the client himself (e.g. the complainant or authorities). This obligation is part of contracts and agreements and also applies to external staff and affiliated bodies that are involved in the certification process. Exempt shall be the following:

- information disclosed to the public by the client himself;
- information that has been agreed upon in a contract between the certification body and the client (e.g. to process complaints);
- information on certified products (see 4);
- information that has been provided for accreditations, appointments and approvals.

10.2 Where TIC has the legal obligation to disclose confidential information to third parties, the client or person affected shall be informed of that in advance unless legal requirements prohibit to do so.

11. Use of certificates and conformity marks

11.1 Where the client receives a certificate or conformity mark, he shall be granted the non-exclusive right to use those in accordance with the following provisions. The client is not entitled to pass on the right of use granted or to issue sub-licences in respect of the same.

11.2 TIC is the owner of the certificate and conformity mark and the holder of the existing trade and copyrights.

11.3 The client shall use the certificate or conformity logo

- not in a manner that might damage the reputation of the certification body or might be regarded as misleading;
- only in compliance with the applicable laws.

11.4 The conformity mark may only be used in the form in which it was issued and delivered. Changes, in particular in the design, in the color or text, are inadmissible. The client shall not be entitled to use only extracts of the conformity mark, i.e. the conformity mark may in each case only be used in its entirety. Where the client also receives the conformity mark in electronic form, he shall be entitled to change the conformity mark in its size; a reduction in size is only admissible up to a minimum character size of Arial 4. In the case of any change in size, the text contained in/on the conformity mark must remain completely legible, and the proportions between the text and the mark may not be changed.

11.5 The client shall use the certificate or conformity mark only as follows:

- for the validity period stated in the certificate and only if the certificate has not been suspended, revoked, terminated or restricted;
- in such manner that the average rational consumer understands it as the marking of the certified product;
- in conjunction with those products for which the certificate has been issued;
- in such manner that it is made clear according to which specifications the products have been certified.

11.6 The client shall not be entitled to use the certificate or conformity mark as follows:

- in laboratory test reports, calibration certificates or inspection reports;
- for products that have been modified with regard to the certification.

11.7 In the case a certificate has been suspended, revoked or terminated, the client shall cease to use the certificate or conformity mark in any way, in particular in his advertising referring to the certificate or conformity mark. He is obliged to return all certification documents requested by the certification body, e.g. original certificate and any duplicates, to the certification body.

11.8 TIC shall not be liable for any inadmissible use of the certificate or conformity mark.

12. Use of the TIC name and the TIC logo

12.1 The client shall not be entitled to use the name of TIC or of any of the companies affiliated with TIC or their logo.

12.2 The client may not create the impression that it is associated with TIC or with any company affiliated with TIC in a corporate relationship or similar relationship, or that it is able to act for or commit TIC or any company affiliated with TIC.

13. Price list

The charges of the certification are based on the procedure steps described in clause 3. Any offer provided is based on those in conjunction with the scale of charges/price list of the certification body; the offer shall state the details of the certification schemes while taking the particular requirements of the customer into account.

Signed by Authorized Representatives of Client Organization, after having read, understood and agreed on the conditions of the above certification agreement.

For the client;(Company name)_____

Date_____

Name:_____

Signature: _____

Designation: _____

Company Seal