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### 1. Scope of Application

The Testing and Certification Regulations govern all services rendered by TRLP to third parties. These services include in particular:

- The testing and assessments of products, components, technical product designs in their different stages of development, preparation of technical reports 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, TÜV Rheinland testing principles 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 award of TRLP test marks, with conformity assessments in line with EC Directives or regulations and in connection with approved quality management/quality assurance systems. These services are hereinafter referred to as "testing".
- Quality management (QM) and quality assurance (QA) audits, preparation of audit reports, hereinafter referred to as "auditing of QM systems".
- The evaluation and recognition of test and audit reports, review of technical documentation, certification of products and QM and QA systems, hereinafter referred to as "certifications".

### 2. Contractual Basis

(1) The ordering party, hereinafter referred to as "client", places an order with TRLP or with a subsidiary of TÜV Rheinland AG operating in the field of work of TRLP, hereinafter referred to as "subsidiary". In both cases, the order may be for testing or for auditing of a QM system without certification or with subsequent certification, or it may be for certification alone. If the order includes a certification, a "General Agreement" must be concluded between TRLP and the client. Orders may be placed by e-mail or in writing and do not require a particular form.

(2) With each order a client places with TRLP, the client accepts as an essential element of the contract the version of the General Terms and Conditions of TRLP as binding that is the current version at the time of placing the order. Furthermore, when placing an order for testing, the client accepts the Testing Regulations (article 3) as binding; when placing an order for certification only, the client accepts the Certification Regulations (article 4), and when placing a testing and certification order, the client accepts the version of the Testing and Certification Regulations of TRLP as binding that is the current version at the time of placing the order.

(3) The Testing and Certification Regulations and the General Terms and Conditions of TRLP do not apply to orders for testing or auditing placed by the client with a subsidiary with the intention to obtain testing and/or a certification at the local level or on behalf of the local certification body. In such case, the terms of contract of the subsidiary shall apply.

(4) The services owed under the contract and under this PZO are conclusively agreed upon in the contract with the client. Third parties may not derive any rights to services, claims or intellectual property rights from the contract and shall have no claims in the event of breaches of contract by one of the parties.

### 3. Testing Regulations

#### 3.1 Site of Testing

(1) Tests are generally carried out in the laboratories of TRLP. In consultation with the client, other test sites may also be agreed upon if these test sites provide adequate competence and proficiency for carrying out the tests and if an assessment by TRLP or by the subsidiary has furnished evidence of such competence and proficiency and if it is in line with the certification procedure to be applied. The decision about the test site lies with TRLP or the subsidiary. The decision on the test site does not affect the contractual place of fulfillment within the meaning of article 4 of this PZO.

In consultation with the client, the tests may also be conducted in the client's own laboratories if an assessment by TRLP or by the subsidiary has furnished evidence of their competence and proficiency.

Consent, which has been given to the performing of tests in external laboratories may be withdrawn by TRLP or the subsidiary, in particular if the fulfillment of the requirements of DIN EN ISO/IEC 17025 can no longer be ensured or if complaints by TRLP or the subsidiary concerning the test laboratory are not rectified.

(2) If employees of the client participate in the performance of the tests, these employees may only participate in the presence and under the supervision of an expert from TRLP or the subsidiary. In this case the client releases TRLP or the subsidiary from any Third Party claims for damages in the event of an employee of the client committing a breach of duty, either deliberately or through negligence during testing. This indemnity obligation covers costs both in and out of court.

#### 3.2 Test Procedure

(1) After placing the order, the client shall supply TRLP or the commissioned subsidiary with the amount of test samples needed, free of charge. In addition, for a product certification or QM/QA certification, the client must submit the complete technical documentation required for the evaluation (such as constructional data form, risk analysis, operating instructions, certificates on related safety relevant components used or other technical documentation). If necessary, TRLP or the subsidiary may request several test samples free of charge. A one-time product evaluation of the supplied sample(s) will be conducted. Inspection orders are accepted without making any guarantee as to the outcome of the tests.

(2) As a rule, technical documents (e.g. technical documentation) to be submitted to TRLP must be in German or in English. After previous consultation, the client may also submit the documents in another language. In this case, however, TRLP reserves the right to either ask the client to have individual passages translated into German or English, or to translate the texts themselves and charge the client accordingly. The same applies if accreditation bodies and authorities request translations from TRLP.

For certification programs where TRLP conducts conformity assessment procedures as Notified Body based on EU regulations, generally, all documents required for conducting the assessment procedure (e.g. technical documentation) must be submitted in either German or English. After prior confirmation by TRLP, the client may also submit the documents in another official language of the European Union. However, TRLP reserves the right to either ask the client to have the document translated into German or to translate the documents themselves and charge the client accordingly. The same applies if authorities request documentation from TRLP.

(3) Test samples are tested on the basis of statutory provisions and regulations, TÜV Rheinland testing principles and any requirements agreed upon with the client. No statement can be made about the properties of the overall test sample if only individual components or individual aspects of the whole test sample are tested. If no norms, standards or statutory provisions exist on the nature and scope of testing, TRLP or the subsidiary together with the client, or TRLP in collaboration with the subsidiary and the client shall decide on a test program.

The client shall cover any additional expenses incurred by submitting incomplete test documentation, or by re-testing and delayed testing due to delayed, incorrect or incomplete information or improper assistance by the client.

TRLP or the subsidiary shall only be liable for damages to or the loss of test samples that are the result of burglary, theft, water, fire or transport if they act with gross negligence. TRLP or the subsidiary shall not be liable for the damage or destruction of test samples or outer packaging as a result of testing.

(4) For QM/QA audits, the QM documentation and, if applicable, any technical documentation of products that are covered by the certification, must be provided in advance. As a rule, technical documents (e.g. technical documentation) to be submitted to TRLP shall be in German or in English. Any other languages will be accepted only after prior consultation. To test the QM/QA system 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 canceled. Any expenses incurred will be the responsibility of the client.

(5) If a product submitted for testing by a client turns out indisputably and verifiably to be a result of plagiarism, TRLP reserves the right to stop testing and to bill any incurred expenses. The fact that a product is a plagiarism can be proven solely by submission of a legally binding final judgment that does not allow for appeal. In addition, a contractual penalty may be asserted under Item 7 (2) of these Testing and Certification Regulations.

(5) 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/QA systems.

(6) Upon completion of the test procedure, the client shall receive written notification or, by special request, a full test report listing the non-conformities, if any. There will however not be any suggestions for possible solutions.

(7) The client may disseminate test reports etc. only in complete and unabridged form. In each individual case, a publication or reproduction for advertising purposes requires the prior written permission of TRLP or the subsidiary (see IEC/ISO 17025 section 5.10.2).

(8) If the client wishes the product testing to result in a test mark approval and if the course of the test indicates a positive result, TRLP or the subsidiary shall perform, in co-ordination with the client, an inspection of the factory where the products are produced during which the manufacturing process, assembly and test facilities, and quality measures are inspected that are required to continuously meet a quality level consistent with the one of the type initially evaluated. Testing based on applicable regulations or the specifications of the TRLP certification body involves a receiving inspection and testing, production control, in-process inspection and testing, and final inspection and testing. The Product Safety Act stipulates that the GS Mark will only be awarded if a qualified goods-in and end-product inspection has been carried out that corresponds to the type to be certified. If the product to be manufactured or to be certified is not produced during the initial factory inspection, an early follow-up inspection may be performed after three months. To safeguard the GS Mark, the Accreditation Body may demand, in certain individual cases, that additional measures provided for be taken (for more information, see ZEK decision 2017-01).

Product certification will not take place if the request for an initial factory inspection is declined.

(9) If the client desires a certification following successful testing of his product or successful completion of the audit of the QM/QA system, the technical documentation and, if necessary, also the report on the initial factory inspection will be submitted to the Certification Body for certification.

(10) TRLP or the subsidiary expressly reserves the right to publish, e.g. in the form of reference lists, the trading names of clients which operate businesses. A special consent by the client is not required.

(11) Test reports issued for the client must not be altered by the client. A test report only applies to the product sample mentioned in the test report. Without permission by TRLP or the subsidiary a test report may not be duplicated in part. A test report does not authorize the use of test marks.

### 3.3 Retention of Test Samples and Documentation

(1) The test samples submitted by the client to TRLP for testing will be scrapped following testing or will be returned to the client at the client's expense. The only exceptions are test samples, which are placed in storage on the basis of statutory regulations or of another agreement with the client.

(2) Charges apply if the test samples are stored at the premises of TRLP. The cost of placing a test sample into storage will be disclosed to the client in the quotation.

(3) If reference samples or documentations are given to the client to be placed in storage at their premises, the reference samples or documentations must be made available to TRLP or the subsidiary upon request promptly and free of charge. If the client, in response to such a request, is incapable of making available the reference samples and/or documentation, any liability claims for material and pecuniary damage resulting from the respective testing and certification that is brought forward by the client against TRLP or the subsidiary shall be voided.

(4) The retention period for the documentation shall be 10 (ten) years after the expiry of the test mark certificates or shall meet the applicable legal requirements for EU/EC certificates of conformity and GS mark certificates.

(5) The costs of the handover and dispatch of the test samples for storage on the client's premises are borne by the client. TRLP or the subsidiary will be liable for the loss of test samples or reference samples from the laboratories or warehouses of TRLP or the subsidiary only in case of gross negligence.

## 4. Certification Regulations

### 4.1 Basic Requirements

(1) The only test reports on which assessments that are part of the certification may be based on are those prepared by laboratories that have been accredited according to the rules of DIN EN ISO/IEC 17025 or that have furnished evidence that they operate according to these. Some individual certification programs may require an approval of the testing laboratories by authorities.

(2) The Certification Body of TRLP preferentially carries out assessments and certifications on the basis of the reports of TRLP or the subsidiary. In addition, test reports of other test laboratories can also be used for assessments as part of the certification once verified by TRLP. In general, a test sample is required and must be submitted for verification. As a general rule, test reports which are to serve as a basis of certification may not be older than one year at the time of the certification; in the CB Scheme they may not be older than three years and must be based on the applicable standards.

(3) In order to issue a certificate to a client, the client must conclude a General Agreement with TRLP. If the client does not intend to market a product to be certified under their own name, the client must document the mark of origin under which he intends to place the product on the market through a "marks declaration".

If the client applies for an EU/EC certificate of conformity (e.g. EU/EC type examination certificate), the client must declare to the Certification Body/Notified Body that they have not submitted the same application to another Certification Body/Notified Body.

(4) Place of Fulfillment for all obligations relating to the certification that arise from the contract shall be Cologne unless otherwise agreed upon in writing.

(5) Permission to use the certificate applies only to the certificate holder and only with respect to the product and the manufacturing facilities stated in the certificate and the scope covered by the QM/QA system. Product certificates may be limited to certain quota or lots. It is always possible to restrict the validity of the certificate.

(6) To participate in the certification system, the general conditions of use for the use of test marks must be recognized as a prerequisite. The conditions of use are provided to the client together with the Testing and Certification Regulations and the General Agreement, and thus become an integral part of the contract.

(7) Fees shall be paid by the certificate holder for the participation in the certification system and for the issue of certificates. In addition, license fees, either staggered by units or based on a flat fee, shall be paid annually for maintaining and archiving the certificates and for the use of test marks. The Certification Body of TRLP may demand prepayment of both the certification fee and the license fees prior to certification.

(8) The completion of a test with a final evaluation or with a certificate shall not release the client from his contractually-agreed-upon warranty obligation with regard to defects or their statutory product liability obligation or the assessment and surveillance of predictable misuse.

(9) The Certification Body of TRLP reserves the right to release a list of certified products and granted approvals for QM/QA systems for informational purposes to Accreditation Bodies, competent Authorities and Notified Bodies of the contracting states to the Agreement on the European Economic Area, the EU Commission, consumers and other interested parties. It will do so in particular in its capacity as "Notified Body" or "Authorized Body". A special consent by the certificate holder is not required. Furthermore, the

Certification Body of TRLP may share upon request with third parties or make available to any person the contents of a certificate issued except for particulars about the manufacturing facility at [www.certipedia.com](http://www.certipedia.com).

(10) TRLP publishes the issued, valid "Tested Safety" certificates (GS certificates) as well as all other certificates on the Internet at [www.certipedia.com](http://www.certipedia.com).

(11) TRLP publishes information regarding the misuse of test marks and certificates issued by TRLP under the section "black list" at [www.tuv.com](http://www.tuv.com).

(12) Particularly in case of modifications to the test specifications and/or the prerequisites of certification or in case of violations against the rules of the certification system by the client, the Certification Body shall have the right to terminate the certificates at any time. In serious cases it may declare the certificates invalid with immediate effect. This also applies to EC/EU certificates of conformity and recognitions or approvals of QM/QA systems. The Certification Body reserves the right to publish certificates it has declared invalid or withdrawn. The consent of the previous certificate holder is not required.

(13) If changes are made to the test specifications and/or certification requirements, it may be possible/ necessary to carry out a retesting following consultation with the client even if the certification is still valid. If the client declines the retesting, the certificate will be canceled. The testing requirements may also be changed when the test is already underway. The product must then be tested and evaluated in accordance with the new testing requirements. No test mark will be issued on the basis of the previous testing requirements.

(14) If a certificate is about to expire neither TRLP nor its subsidiary is obligated to prepare a new quotation for the renewal or extension of the expiring certificate.

(15) Certificates issued for the client must not be altered by the client in any way. The client may not issue sub-licenses for his certificates or test mark approvals to any third parties.

#### 4.2 Types of Certificates

(1) On the basis of the favorable assessment and evaluation of test and audit reports, the Certification Body issues the following certificates:

- GS Mark certification according to the Product Safety Act (ProdSG) as a "GS-Body"
- Test mark award for private test marks of TRLP
- Product certificates according to the European Standards Conformity Agreement (ENEC) and the international IEC Agreement (CB Scheme)
- EC/EU type examination certificates according to European regulations or European directives translated into national legislation as a Notified Body
- EC/EU design examination certificates according to European regulations or European directives translated into national legislation as a Notified Body
- EC/EU certificates of conformity according to European regulations or European directives translated into national legislation as a Notified Body with respect to European directives or type conformity
- Type examination certificates according to the Telecommunications Act in combination with the Telecommunications Licensing Ordinance
- QM/QA system certificates according to European regulations or European directives translated into national legislation as a Notified Body
- QM/QA system certificates in areas not regulated by law
- Certificates of conformity according to European directives (module A of the conformity assessment procedure) with respect to standards or certain regulations.

(2) Conformity certificates alone do not authorize the use of a test mark of TRLP. If test marks of TRLP are to be used, they must always be combined with a separate test mark approval. Any advertising using certificates of conformity requires the express written agreement of the Certification Body.

(3) A test mark or a certificate that has been granted does not allow a conclusion about the marketability of the tested and certified product.

(4) The test mark may only be displayed as shown on the certificate and if the size is changed, the proportions must remain the same.

(5) Certificates for QM/QA systems are issued only if the audits have been completed successfully. If the directives and regulations require EC/EU type examination certificates or EC/EU design

examination certificates as a precondition for the award of the QM/QA system certificates, those must be submitted for the certification process.

(6) Certificates for QM systems provide evidence of

- conformity to standards e.g. ISO 9001, ISO 13485,
- successfully conducted conformity assessments through a Notified Body,
- the scopes of application of products/product categories.

#### 4.3 Client Rights arising from Certifications

(1) For the duration of the validity of the issued test mark approvals and/or existing QM system certifications, the client has the right

(a) to affix test marks on his certified products following successful testing and certification and once they have been approved for use,

(b) to use the approved test marks for product-related advertising in printed matters or similar items,

(c) to use test mark licenses and QM system certificates in advertising campaigns without altering such licenses and certificates,

(d) 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. In this context, reports such as laboratory test reports, calibration certificates, and inspection reports shall also be counted as products (see ISO/IEC 17021).

(e) to use EC type examination certificates (module B) and EC/EU certificates of conformity (module F or G) within the scope of the conformity assessment procedure,

(f) to use the TRLP's EU "Notified Body" identification number 0197 for CE marking provided the QM/QA system for the production has been approved according to the requirements of the directives or regulations,

(g) to apply for co-certificates for his products if those shall be placed on the market under another mark of origin or trade name and also possibly with another type designation.

The advertising activities mentioned under letters (a) through (g) are not intended to guarantee the contractual fulfillment by TRLP or the subsidiary vis-à-vis the business partners of the client or to justify trust with third parties in this regard. They do not contain any assurance by TRLP or the subsidiary of the properties regarding the products actually placed on the market.

(2) Additional advertising by the client which refers to the activities of TRLP or the subsidiary needs to be agreed to by TRLP or the subsidiary. This applies in particular to advertising referring to the testing or certification services of TRLP or the subsidiary which the client has obtained without any legal obligation and without request by the authorities, i.e. on a voluntary basis. The client shall be solely responsible for designing his advertisements and hereby waives all claims for compensation and repayment of expenses towards TRLP or a subsidiary of TRLP, if he uses a TRLP test mark for advertising purposes. The client shall indemnify TRLP and the subsidiary against any claims made by third parties.

(3) The client is not authorized to issue sub-licenses that are based on the licenses or test mark approvals issued by TRLP or one of its subsidiaries.

#### 4.4 Client Obligations arising from Certifications

For the duration of the validity of the issued test mark approvals and/or existing QM system certifications, the client has the obligation

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

(b) to ensure that production or products can be inspected at regular intervals by TRLP or the subsidiary as part of the test mark licenses issued.

(c) to ensure that within the scope of the certified QM/QA system surveillance audits can be conducted within 12 months after the initial certification and at least annually (within a period of +/- 3 months from the surveillance date specified by the certification authority and communicated to the certificate holder) by TRLP or the subsidiary. Failure to comply with the surveillance periods may result in a withdrawal of the certificate.

(d) to conduct product development and run the production in strict compliance with the approved QM/QA system.

(e) to take into account the findings of the recurrent production or product inspections and of surveillance audits conducted by TRLP or the subsidiary.

(f) to notify the Certification Body beforehand of any changes the client intends to make to the product, whether through further

development of the product or through the replacement of components or materials, the change of the intended use or the change of performance characteristics; and to obtain the approval of the Certification Body. The continued test mark approval depends on the results of an additional test that may have to be carried out.

(g) to notify the Certification Body of any major changes in the QM/QA system. If the Certification Body is not informed about these changes and/or if the relevant proof of the changes is not submitted promptly, all affected certificates shall be withdrawn. Upon request, relevant interpretation documents, if available, can be made available to the certificate holder.

(h) to record and archive all complaints from the market or third parties about the product. At the request of the Certification Body the client must make these details available and provide information on the remedial measures taken.

(i) to notify the Certification Body promptly about any intended relocations of inspected manufacturing facilities or about any intended transfer of its firm to another firm or another firm owner. If changes are made to the company name or legal form, a new General Agreement must be signed and certificates shall be rewritten to reflect the changes at the client's expense. If the address changed within the same country, signing of a new General Agreement is not necessary and the certificates shall be rewritten at the client's expense.

(j) to accept the requirements set out in the Product Safety Act with regard to measures for surveillance.

(k) if the client as the certificate holder is not the manufacturer of the product, to reach a contractual agreement with the manufacturer of the product about fulfilling the requirements essential for manufacturing the product including the acceptance of any required control measures.

(l) to rectify immediately any safety deficiencies which appear in products that bear a CE marking or a test mark of TRLP on the basis of a type examination certificate and to take suitable measures for minimizing the damage in the market. The client must in any case stop immediately the marketing of the defective products and notify the Certification Body/Notified Body.

(m) a certification notwithstanding, to meet his reporting obligations to the authorities as manufacturer or as party placing the product on the market either by himself or through his authorized representative.

(n) to permit witness audits on the client's manufacturing premises and those of his subcontractors by the Accreditation Body and/or notifying authority of TRLP, under involvement of representatives of the EU Commission, when indicated. The client shall commit his subcontractors to that effect.

(o) if changes were made to a certified product, to define a new type designation for that modified product if it is also to be certified.

(p) to accept that TRLP has the right by virtue of reporting obligations imposed by law or by authorities, to pass on information about the certification which has come to its knowledge. At the request of the Accreditation Body and/ or competent authorities, information, documentation etc. concerning both the contract with the client and the subject of the contract may be passed on to those authorities. This includes, in particular, information about the performance of audits, the granting and withdrawal of licenses, attestations, certificates, etc. and incidents and measures to protect against risks, which are indirectly or directly related to the tested products and/or QM/QA systems. TRLP reserves the right to debit to the client's account any costs incurred for identifying and clarifying such incidents.

#### **4.5 Restriction, Suspension, Expiration and Declaration of Invalidity of Certificates or Licenses and of the General Agreement**

Definition of terms:

- Restriction: Restriction of the original scope of the certificate/license
- Suspension: Invalidity of the certificate/license for a certain period of time not longer than twelve (12) months maximum

(1) Certificates shall expire if

(a) The validity period stated on the certificate has expired.

(b) The holder of the certificate or TRLP terminates the "General Agreement" or if the holder of the certificate waives individual test mark licenses and informs the Certification Body in writing thereof in compliance with the period of notice specified.

(c) The holder of the certificate becomes insolvent or if a request for the opening of insolvency proceedings filed against him is dismissed for lack of assets.

(d) The Certification Body terminates the certificate by virtue of changes to the accreditation or notification regulations and/or the test specifications or of changes in the use of the product with a maximum notice period of three (3) months.

(2) Certificates may be restricted, suspended, or declared invalid and revoked by the Certification Body at any time with immediate effect if

(a) The product put into circulation no longer corresponds to the approved type and/or end users or third parties are exposed to risks.

(b) End users or third parties are exposed to risks resulting from products manufactured under an approved QM/QA system.

(c) At the time of the test or audit facts were either not seen or were seen/evaluated incorrectly or were not evident, and if this would have precluded certification. This includes e.g. the wrong categorization of products in certain risk classes or the wrong classification by category of use.

(d) Defects or deficiencies 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 on other occasions are not rectified by the holder of the certificate within a reasonable period.

(e) The holder of the certificate cannot ensure that his products are manufactured in a way that is consistent with the tested and/or certified product.

(f) Accreditations or notifications have expired or been canceled.

(g) The holder of the certificate does not have the periodic inspections carried out according to the procedures specified in the Product Safety Act (ProdSG), the accreditation regulations, the European directives and regulations or the Testing and Certification Regulations of TRLP or if he holds up or restricts the proper execution of the periodic inspections.

(h) Certificates or copies of certificates have been changed and thus been forged.

(i) The holder of the certificate uses existing test mark licenses or CE markings also for non-approved products or products that are not covered by the QM system. This constitutes misuse of the mark and precludes any collaboration in a spirit of trust.

(j) Test reports, certificates or test marks are used for any misleading or otherwise not permissible advertising.

(k) If it is discovered that the certified product is indisputably or verifiably a plagiarism.

(l) The holder of the certificate fails to pay fees for certifications, licenses and/or tests carried out beforehand that are due by the stipulated deadline following a reminder. If the fees refer to several certificates, the Certification Body decides which certificates the measure shall cover.

3) The Certification Body has the right to terminate the General Agreement concluded with the holder of the certificate without notice if certificates, copies of certificates, test reports or copies of test reports are altered or falsified.

(4) Before declaring a certificate restricted, suspended or invalid, the Certification Body shall give the client the opportunity to state its views, unless such a hearing is impossible owing to the urgency of the measures to be taken. No hearing will take place if the reason for the declaration of invalidity is the expiry or cancellation of the accreditation.

(5) The holder of the certificate automatically forfeits the right to continue to label the products listed on the certificate with test marks of TRLP or, for CE marking, to use the EU Notified Body ID 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. Upon request by the TRLP Certification Body, the former certificate holder returns the invalid original certificate to the Certification Body.

(6) The Certification Body must publicize restrictions, suspensions, declarations of invalidity and withdrawals and the expiry of product and QM/QA system certificates. Upon request, but in particular in case of violations, the Certification Body must disclose to the competent regional authority, regulatory agencies, Accreditation Bodies, other "Authorized Bodies" and "Notified Bodies", the EU Commission and to the licensing authorities the name and address of the client, the nature of the violation or the reason why the certificate has been declared invalid, including, where appropriate, information about the product etc. This also applies if the certification is withdrawn on the basis that the product is a plagiarized product.

See Item 4.1 (8) for information about the validity of certificates.

(7) The Certification Body shall not be liable for any damage the client may incur as a result of the non-granting, the restriction, suspension, termination or the declaring invalid and revocation of a certificate, nor for the publication of the aforementioned measures (see section 4.5 (5)).

#### 4.6 License fees

A license fee is payable for the permission to use the test marks of TRLP, approved QM/QA systems and EC/EU certificates of conformity in combination with our Notified Body ID number (0197). For this fee, certificate holders will also be kept informed of amendments to test standards and regulations that affect their certified product or their QM/QA system. The license fee amount is dependent on the type of certificate and shall be charged annually at the beginning of the calendar year.

License fees for test mark certificates and QA system certificates shall be charged for the first time once the certificate is awarded. License fees for test mark certificates and QA system certificates issued after February 1 shall be charged proportionally for the current year. License fees for QM system certificates shall be charged for the first time in the year following the award of the certificate.

Amendments or cancellations which are to be taken into account in the calculation of the license fees for the following calendar year must be received by TRLP by November 15 of the current year. If certificates are terminated in the course of the year, no proportional reimbursement of the license fees shall be made.

### 5. Periodic Inspections

#### 5.1 Surveillance of Product Certifications

(1) In order to ensure and maintain consistent product quality of the certified products, TRLP or the subsidiary shall carry out regular, generally annual, surveillances of the certified products, see ZEK Resolution 2017-01. Within the framework of the regulatory requirements, the main surveillance method are inspections of the production sites (factory inspections). Product controls or similar procedures may be used as an alternative. Unless there are regulatory guidelines, TRLP decides about the procedure to be used.

If a certification program requires the monitoring of the QA system, this monitoring is mandatory. At least one of the products covered by the certification must be presented during the factory inspection. If none of the products covered by the certification can be presented, TRLP decides, whether a different or an additional surveillance method must be applied.

(2) If non-conformities come to the attention of the Certification Body during the inspection or through product-related information from third parties or through other channels, the Certification Body may shorten the inspection intervals. Any associated additional costs will be charged to the client. In special cases the Certification Body may order a product control test to be carried out prior to the initial shipment of the products.

(3) In addition, TRLP or the subsidiary may at any time inspect without advance notice the products, factories and storage facilities specified in the certificate (for foreign certificate holders this also includes the storage facilities of the importers or of the German agents and the branch offices). For monitoring purposes, TRLP or the subsidiary may remove, free of charge, products for which a certificate has been granted and also carry out sample checks in factories and storage facilities.

(4) The TRLP or the subsidiary may commission other independent and qualified persons or authorities to carry out monitoring on their behalf.

#### 5.2 Surveillance of QM/QA System Certifications

To maintain the validity of certificates issued for QM/QA systems, clients are required to have surveillance audits conducted, usually every year. This involves spot checks on the effectiveness of the QM/QA system in the scopes of application specified. For an extension of a QM system certification beyond the end of its validity a request for extension and a recertification audit are required. TRLP or the subsidiary have the right to conduct audits on short notice or unannounced at any time at the premises of the certified client, manufacturer or their subcontractors/suppliers in accordance with the applicable national or European regulations, to perform product tests as part of the audit or to have product tests performed, and to draw product samples. It is the obligation of the holder of the certificate to provide access to his production facilities

or to those of his supplier(s) at any time and to ensure that product tests can be performed and product samples can be withdrawn. The costs for unannounced audits, the withdrawal of samples and testing of the samples shall be charged to the certificate holder.

#### 5.3 Costs of Inspections

(1) The costs of carrying out inspections, and for surveillance and repeat audits of the QM/QA systems shall be invoiced to the certificate holders. This can be also done against prepayment.

(2) The costs for the coordination of inspections and for trade mark surveillance are invoiced annually together with the license fee.

(3) Costs for regularly scheduled factory inspections or for scheduled alternative procedures are billed at the price quoted in the respective quotations.

(4) Additional surveillance methods, such as retesting, that may become necessary based on the detection of non-conformities during the factory inspection or other, additionally required monitoring procedures, see chapter 5.1 (1) and 5.2, will be invoiced at cost incurred and are specified by TRLP or the subsidiary according to § 315 BGB.

If the client cancels a scheduled and agreed-upon inspection appointment at short notice (within 1-5 days of the scheduled appointment), the applicable fixed price or a lump sum of costs that have already been incurred will be invoiced.

### 6. Market Control

(1) The Certification Body may remove from the market at any time, for check tests, products that carry a TRLP test mark or a CE marking using the EU Notified Body ID number of TRLP.

(2) If deviations with respect to the certified types or defects in products manufactured within the scope of a certified QM/QA system are found during check tests, the certificate holder will receive a written report on the outcome of the check test and will be asked to rectify the defects.

(3) The Certification Body may carry out further activities to verify the validity of issued certificates or their scope (e.g. verification of the validity of the certificate in case of incidents that have occurred with the product or field corrective measures initiated by the certificate holder).

(4) The certificate holder has to bear the whole of the costs of the monitoring measures.

### 7. Violations of the Testing and Certification Regulations

(1) In the event of culpable violations of the Testing and Certification Regulations by the client, the Certification Body shall have the right to demand, in addition to the declaration of invalidity of the certificate pursuant to Item 4.5 (2), a contractual penalty of up to 25,000 (twenty-five thousand) Euro for each infringement by the certificate holder.

This applies in particular

- in cases of unlawful use of test marks or
- for inadmissible advertising using test marks or certificates of conformity of TRLP.

(2) Furthermore, TRLP is entitled to assert a contractual penalty of € 25,000 if an order for testing is canceled because of verifiable plagiarism (see Item 3.2.(4)).

(3) In addition, the Certification Body reserves the right to terminate the General Agreement with immediate effect and to declare any additional, existing certificates of the client invalid after TRLP has confirmed that it no longer has any confidence in the contract compliance and the reliability of the client because of the client's violation against the Testing and Certification Regulations.

A product certification is not possible if it is verified that the product submitted for testing and certification is a plagiarism.

(4) If the client does not comply with the requirements pursuant to Item 4.4, the Certification Body may take suitable measures of its own. These include, for example:

- informing the users in order to minimize the damage in the market, and
- notifying the regulatory agencies, accreditation bodies and the other "Authorized Bodies" and "Notified Bodies".

(5) TRLP reserves the right to claim compensation from the client for expenses incurred by TRLP owing to the violation against the Testing and Certification Regulations by the client.

Such expenses are, for example, costs for:

- tests for comparing certified products with products taken from the market,
- necessary investigations,

- factory inspections, shipping inspections, checking of stocks and other measures TRLP deems necessary.

Costs incurred for these measures will be charged by TRLP according to time spent.

(6) TRLP shall inform other GS-bodies, regulatory agencies and accreditation bodies about the misuse of the GS-mark and the withdrawal of the GS-certificate according to § 21 clause 3 of the German Product Safety Law.

(7) Pursuant to clause 4.1 (9), TRLP will publish any misused TÜV Rheinland test marks and certificates at [www.tuv.com](http://www.tuv.com).

## 8. Appeals and Complaints

(1) An appeal is the request by the client brought against TRLP for a review of TRLP test, audit and certification decisions.

A complaint is the expression of dissatisfaction of the client relating to the activities of TRLP.

(2) Appeals and complaints may be lodged in writing with the Board of Management of TRLP against test results, audit results or certification decisions.

(3) In case of appeals, TRLP will provide a written statement of their reasons. If these reasons are not acceptable to the client and no final decision can be reached with the Board of Management of TRLP, the client who lodged the appeal may take legal action.

(4) In case of complaints TRLP will answer the person who lodged a complaint in compliance with TRLP procedures.

(5) Additional information and explanations about the complaints and appeals procedure can be found on the home page [www.tuv.com](http://www.tuv.com) under "Services by Industries and Results" under the header "Topic", sub-header "Praise, Criticism and Complaints Procedure Product Testing/Certifications".

## 9. Liability

(1) Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TRLP for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TRLP shall be limited to: (i) in the case of contract with a fixed overall fee, ten times the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of 20.000 Euro and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TRLP shall be limited to 2.5 Mio Euro for any event of damage or loss.

2) The aforementioned limitation of liability according to article 9 (1) shall not apply to any damage and loss caused by malice, intent or gross negligence on the part of any of the legal representatives of TRLP or their vicarious agents. Such limitation shall also not apply to damages arising from a violation of obligations which TRLP has guaranteed to perform, damages caused by a person's death, physical injury or illness, or damages for which liability is assumed under the German Product Liability Act (Produkthaftungsgesetz).

(3) In cases involving a fundamental breach of contract, TRLP will be liable even if minor negligence is involved. Material contractual obligations in this context are essential contractual obligations, the fulfillment of which enables the proper execution of the agreement and on the adherence to which the client may rely as a matter of course. An entitlement to damages in the event of a breach of a material contractual obligation shall be limited in its amount to the loss that was typical and foreseeable at the time of the breach of the obligation as potential result of the breach of contract (typically foreseeable damage) provided no other situation referred to under article 9 (2) applies.

(4) TRLP shall not be liable for personnel made available by the client to support TRLP in the performance of the services regulated under this contract, unless the personnel made available may be regarded as vicarious agents of TRLP. If TRLP is not liable for personnel made available by the client in accordance with the aforementioned provision, the client shall indemnify TRLP against any claims made by third parties.

(5) The statutory period of limitation for claims for damages in based on the statutory provisions.

(6) None of the provisions in article 9 change the burden of proof to the disadvantage of the client.

## 10. Obligation to Confidentiality

(1) For the purpose of this agreement, Confidential Information shall be defined as any information, documents, images, drawings, know-how, data, samples and project records that are handed over, transferred or disclosed otherwise by one party to the contract ("Disclosing Party") to the other party ("Receiving Party") during the term of this agreement. This shall include paper and electronic copies of this information.

(2) Any Confidential Information that is to be transmitted in written form, must be labeled by the Disclosing Party with a notice about its confidentiality before it is provided to the Receiving Party. This also applies to Confidential Information disseminated by email. For Confidential Information that is to be shared in verbal form, an equivalent spoken notice must be given prior to providing the information.

(3) Any Confidential Information that is being transmitted or made available otherwise by the Disclosing Party to the Receiving Party under this agreement

(a) shall be used by the Receiving Party only for the purpose of fulfilling the object of the agreement unless otherwise expressly agreed in writing with the Disclosing Party,

(b) shall not be reproduced, distributed, published or otherwise transmitted by the Receiving Party, unless it is necessary to fulfill the purpose of the agreement or unless TÜV Rheinland LGA Products GmbH is required by law or official regulations to disclose confidential information, test reports and documentation to authorities or to third parties involved in executing the contract,

(c) shall be treated in the same manner by the Receiving Party as it would treat its own Confidential Information, but by no means with less care than while taking into account the necessary due care.

(4) The Receiving Party shall grant access to the Confidential Information received from the Disclosing Party only to those employees and associated companies that need the information to provide services for the purpose of this agreement. The Receiving Party shall require the same degree of confidentiality of those employees as specified in this confidentiality agreement.

(5) Confidential Information for the purpose of this agreement shall not include information for which the Receiving Party can provide evidence that

a) the information was already publicly known at the time of publication, or that the public was aware of it without this constituting a breach of this agreement, or

b) the Receiving Party received the information from a third party that was legitimately allowed to pass on this information, or

(c) the information was in the possession of the Receiving Party prior to its transmission by the Disclosing Party, or

d) the Receiving Party developed the information on its own independent of its transmission by the Disclosing Party.

(6) Confidential Information shall remain the property of the respective disclosing party. The Receiving Party hereby shall agree (i) to return all Confidential Information, including any copies thereof to the Disclosing Party; or upon request by the Disclosing Party (ii) to destroy the Confidential Information including any copies thereof and to confirm the fact of having destroyed all information to the Disclosing Party in writing. This shall be done immediately and anytime when requested by the Disclosing Party but at the latest and without any separate request by the Disclosing Party after termination or expiration of this agreement. Exceptions to this provision are the reports and certifications created for the client exclusively in order to fulfill the contractual obligations under this agreement. Those will remain with the client. With regard to these and to the Confidential information that form the basis for the preparation of these reports and certificates, TÜV Rheinland LGA Products GmbH however has the right to retain and archive copies as proof of the accuracy of their results and for general documentation purposes.

(7) The Receiving Party will maintain strict confidentiality of the Confidential Information beginning with the start of the contract for a period of 3 (three) years after the termination of the contract. For the same period, it will not distribute the Confidential Information to any third party, nor use it themselves.

## 11. Other

(1) Ancillary agreements to this contract do not exist.

(2) All amendments and supplements must be submitted in writing in order to be effective; this also applies to amendments and supplements to the requirement for the written form.

(3) Should one of the aforementioned provisions be or become void or invalid, either in its entirety or in part, the validity of the remaining provisions shall not be affected.

(4) In case of disputes concerning the interpretation of the Testing and Certification Regulations, the German version shall take precedence over the English version so far as both versions have been made available to the client.

(5) The place of jurisdiction for any disputes arising out of or in connection with this Agreement is Cologne, Germany. This Agreement is subject to the German Law.

(6) TRLP reserves the right to make changes to the Testing and Certification Regulations at any time. The client shall be informed about any changes to the Testing and Certification Regulations. The client has the right to terminate the contractual relations with

TRLP in writing within one month after receiving the notifications of change.

#### **12. Taking Effect**

The Testing and Certification Regulations are effective as of January 1, 2019. Any previous regulations cease to have validity as of that date.

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