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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". 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 services owed under the contract and under these Testing and Certification Regulations 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 locations including clients laboratories may also be agreed upon if these test locations provide adequate competence and proficiency for carrying out the tests and if

an assessment by TRLP or a body commissioned 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 location lies with TRLP. The decision on the test location does not affect the contractual place of fulfillment within the meaning of article 4 of these Testing and Certification Regulations.

A commitment given to carry out tests in laboratories which do not belong to TRLP or the subsidiary may be revoked by TRLP or by a body appointed by TRLP, in particular if compliance with the relevant standards defining competence requirements for testing laboratories is no longer ensured.

(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 Evaluation activities

(1) After placing the order, the client shall supply TRLP or the commissioned subsidiary with the amount of test samples needed, free of charge. If required, additional test samples can be requested by TRLP or the subsidiary 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) A one-time product evaluation of the supplied sample(s) will be conducted. If an inspection order is accepted, no statement can be made on the outcome of the inspection in advance.

(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 e.g. in an official language of the European Union. 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.

(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.

If no norms, standards or statutory provisions exist on the nature and scope of testing, TRLP together with the client, or shall decide on a test program. The decision rule for statements of conformity will be taken in accordance with ILAC GC8:2019 and ISO Guide 115:2021, provided that nothing else is specified in the standards or contractually agreed and documented in the test report.

(4) Test orders are processed on condition that all necessary documents and test samples are submitted in full. This applies to both product tests and QM/QS system audits.

(5) The client shall cover any additional expenses incurred by submitting incomplete test documentation, or by re-testing and delayed testing/ audits due to delayed, incorrect or incomplete information or improper assistance by the client. In such cases, TRLP reserves the right to cancel the audit/audit.

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.

(6) 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. 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.

(7) 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 clause 7 (2) of these Testing and Certification Regulations.

(8) 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. If either only individual components of a test specimen were tested or the entire test specimen was only tested with regard to individual aspects (partial test), no statement can be made about the properties of the product as a whole.

(9) The client may disseminate test reports etc. only in complete and unabridged form and if the application of a reference to an accreditation symbol has not been waived. In each individual case, a publication or reproduction for advertising purposes or any further use of the test results beyond the scope regulated in section 9 para 2 requires the prior written permission of TRLP. For the avoidance of doubt, it is stated that the client is responsible for any publication or duplication of the test results for promotion purposes.

(10) If the client wishes the product testing to result in a test mark certificate and if the course of the test indicates a positive result, TRLP 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.

(11) 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.

(12) Performed conformity assessments neither release the customer from the contractual warranty obligation due to defects nor from the legal product liability obligation or the assessment and monitoring of foreseeable misuse.

(13) 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.

(14) 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 a test report may not be published or 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. The storage of the test samples is subject to a charge.

(2) If the client decides to collect his test samples after testing instead of returning them to TRLP and does not collect his test samples within three (3) months after testing, the test samples will be scrapped. The costs of scrapping as well as the costs for storage until scrapping will be charged to the customer.

(3) The costs of handing over and sending the test samples for storage at the customer's premises shall be borne by the customer.

(4) 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 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 shall be voided.

(5) TRLP shall be liable for the loss of test or document samples from the laboratories or warehouses of TRLP only to the extent that TRLP can be accused of gross negligence.

(6) The general retention period of documentation is 10 years or is based on the applicable legal provisions for the respective EU/EC certificate of conformity or on the corresponding certification program.

## 4. Certification Regulations

### 4.1 Basic Requirements

(1) A formal application may be required for participation in certain certification programs. Furthermore, authorities or certification scheme owners may impose requirements on TRLP as to who may submit an application. Failure to comply with the requirements will result in no formal application.

(2) If the certificate holder does not wish to market a product under its own name, it must document in the form of a document in the form of a "declaration of origin" under which mark of origin under which he intends to market the product. If the customer orders an EU/ EC certificate of conformity (e.g. EU/ EC type-examination certificate), he has to provide the notified body that he has not submitted the same application to any other he has not submitted the same application to any other certification body/designated body.

(3) As a rule, only test reports from laboratories that have been accredited by an ILAC Member Body in accordance with the rules of EN ISO/IEC 17025 or that verifiably operate in accordance therewith may be used as a basis for assessments within the scope of certification. For some certification schemes, authorities or other certification scheme owners may impose additional requirements on the testing laboratories (e.g. official recognition).

(4) The Certification Body of TRLP preferentially carries out assessments and certifications on the basis of the reports of TRLP or the subsidiaries. Test reports from other testing laboratories may also be taken into account if the underlying certification scheme permits this and if these test reports, which are generally verified by TRLP..

For this purpose, a current test specimen must also be submitted together with the test report. 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 and must be based on valid applicable standards. Deviating from point 4.1. para. 4 sentence 4, it is sufficient in the CB Scheme that test reports are based on the valid applicable standards.

(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/QS 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 of TRLP, 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) An awarded certificate does not release the customer from the contractual warranty obligation due to defects, nor from the legal product liability obligation, nor from the assessment and monitoring of foreseeable misuse.

(9) The Certification Body of TRLP reserves the right to release a list of certified products and granted certificates for QM/QA systems for informational purposes to interested parties at [www.certipedia.com](http://www.certipedia.com). This covers in principle and includes the content of a valid certificate issued, with the exception of the information on the manufacturing site. 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.

(10) 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.

(11) 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.

(12) 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.

(13) 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 positive assessment and evaluation of test and audit reports and, if applicable, further documentation, the Certification Body issues the following certificates in particular:

- 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
- 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. The advertising activities mentioned under letters (a) through (f) 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 needs to be agreed to by TRLP. Any further use of testing and certification results beyond the scope regulated in section 4.3 para 1 a) – f) and 9 para 2 requires the prior written consent of TRLP in each individual case. This applies in particular to advertising referring to the testing or certification services of TRLP 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, publication and reproduction of its certification results for advertising purposes and hereby waives all claims for compensation and repayment of expenses towards TRLP, if he uses a TRLP test mark for advertising purposes. The client shall indemnify TRLP against any claims made by third parties. TRLP may revoke a once given approval according to section 4.3 para 1 a) - f) at any time without stating reasons. In this case, the client is obliged to stop the transfer of the certification results immediately at his own expense and, as far as possible, to withdraw publications.

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

#### 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

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

(2) 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.

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

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

(5) 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.

(6) 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.

(7) 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.

(8) 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.

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

(10) 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.

(11) to immediately remedy any deficiencies with regard to the specified requirements entitling the holder to CE marking and to bear a TRLP mark of conformity, in particular safety deficiencies in products that subsequently become apparent, and to take appropriate measures to minimize 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.

(12) 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.

(13) 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.

(14) 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.

(15) 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
- **Withdrawal:** Invalidation due to breaches of the obligations arising from certification, e.g. as set out in these Testing and Certification Regulations or failure to meet payment obligations

(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 certificate holder renounces individual test mark certificates and notifies the certification body of this in writing, observing the notice periods.

(d) The Certification Body terminates the certificate by virtue of changes to the accreditation and/or notification regulations and/or the test specifications and/or abandonment of the certification program for economic reasons 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 withdrawn by the Certification Body at any time with immediate effect if

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

(b) The product placed on the market no longer corresponds to the tested type

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

(d) At the time of the test or audit in particular facts, information, norms, standards and specifications 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.

(e) 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.

(f) 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.

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

(h) 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.

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

(j) 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.

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

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

(m) 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 para.9 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 para 6).

#### **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 TRLP 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. Surveillance**

#### **5.1 Surveillance of Product Certifications**

(1) In order to ensure and maintain consistent product quality of the certified products, TRLP 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) In order to minimize the effects of unforeseen circumstances beyond the control of the client or of TRLP or the subsidiary on the client's certification procedures, e.g. epidemics or pandemics, surveillance audits may exceptionally be carried out as remote audits in accordance with the methodology defined in document IAF MD4:2018 of the International Accreditation Forum (IAF). For this purpose, the customer shall provide a suitable platform, in a format compatible with the software and technology in use on the market, to enable the remote audit to be carried out. The customer shall also ensure that sufficient personnel are made available to ensure that the remote audit is carried out.

TRLP reserves the right to conduct an additional on-site audit or an additional product test

(3) 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.

(4) 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.

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

## 5.2 Surveillance of QM/QA System Certifications

(1) Within the scope of a certified QM/QS system, there is an obligation to enable surveillance audits by TRLP or the subsidiary within 12 months after initial certification and at least once per calendar year, usually at 12-month intervals, in order to verify the effectiveness of the QM/QS system on a random basis in the defined areas of validity. The monitoring cycle of 12 months is mandatory for monitoring according to the EU regulations for medical devices and invitro diagnostics. Non-compliance with the monitoring periods can lead to withdrawal of the certificate. For an extension of a QM system certification beyond the end of its validity a request for extension and a recertification audit are required.

(2) TRLP has 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 Surveillance

(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) The certificate holder has to bear the cost of unannounced audits, sampling and testing of samples.

(5) 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 control tests, the certificate holder will receive a written report on the outcome of the check test and will be asked to rectify the defects or will receive a letter of consultation on the deficiencies found. Market control measures may lead to measures according to 4.5. para. 2.

(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 reports, test marks or certificates of conformity of TRLP.

(3) Furthermore, TRLP is entitled to assert a contractual penalty of € 25,000 if an order for testing is canceled because of verifiable plagiarism (see clause 3.2. para.7).

In addition, the Certification Body reserves the right to terminate the General Agreement with immediate effect and without notice and to declare further certificates existing for the client invalid as soon as the client violates one or more points of the Testing and Certification Regulations .

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

(5) If the client does not comply with the requirements pursuant to clause 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" as well as certification scheme owners

(6) 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.

(7) 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.

(8) TRLP publishes information on the misuse of test reports certificates and test marks issued and awarded by TRLP at [www.tuv.com](http://www.tuv.com), under the heading "Black List".

## 8. Appeals and Complaints

(1) An appeal is the request by the client brought against TRLP for a review of TRLP audit and/ or 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 TÜV Rheinland home page [www.tuv.com](http://www.tuv.com) at the link Complaints and appeals procedure of TRLP / TR Solar | WO | TÜV Rheinland ([tuv.com](http://tuv.com)).

## 9. Copyrights and rights of use, publication

(1) The copyrights of the reports, test reports, test results, expert opinions, results, calculations, representations, etc. prepared within the scope of the order (hereafter "performance results") are owned by TRLP. As the owner of the copyrights, it is free to grant others the right to use the performance results for individual or all types of use ("right of use").

(2) The client receives a simple, unlimited, non-transferable, non-sublicensable right of use to the contents of the performance results produced within the scope of the order, unless otherwise contractually agreed in individual cases. The right of use is limited to the contractual purpose (e.g. use of test reports, audit reports as proof of audits carried out or in the case of a contractually agreed review of a management system for conformity with certification conditions as proof of the corresponding decision).

(3) The transfer of rights of use of the generated performance results regulated in Section 9 para.2. is subject to full payment of the remuneration agreed in favour of TRLP.

(4) The consent of TRLP to publication does not entitle the client to use the corporate logo of TRLPs parent company, TÜV Rheinland AG, also registered as a Union trademark ( reg.-No.: 005871116) or the corporate design of TÜV Rheinland AG as reference advertising.

## 10. Damages and Reimbursement of Expenses

(1) TRLP is not liable for damages or reimbursement of expenses on whatever legal grounds - in particular due to defects, breach of duties arising from the contractual relationship or tort. This applies in particular, but not exclusively, to claims for damages due to lost sales or profits, financing costs as well as damages as a result of business interruption or loss of production.

(2) This exclusion of liability according to section 10 para 1 does not apply in the case of

(a) intent or gross negligence, (

(b) liability for guaranteed quality characteristics,

(c) liability on the basis of the Product Liability Act and

(d) culpable injury to life, body or health.

In addition, TRLP is also liable in accordance with legal provisions in the event of a breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose observance the client regularly relies and may rely.

(3) Insofar as TRLP is not liable for intent or gross negligence, injury to life, body or health, for guaranteed quality characteristics or under the Product Liability Act, TRLP's liability in the event of a breach of essential contractual obligations is limited to the foreseeable damage typical for the contract.

(4) Insofar as liability under this section 10 is excluded or limited, this shall also apply to the personal liability of the employees, representatives, organs and other employees of TRLP and its assistant and vicarious agents.

(5) The limitation period for claims for damages and reimbursement of expenses shall be governed by legal provisions.

(6) No change in the burden of proof to the detriment of the client shall be construed with the above-mentioned provisions.

(7) Unless otherwise contractually agreed in writing, TRLP shall only be liable under the contract to the client and, if applicable, to a third party explicitly named in writing in the contract. Liability towards other third parties is excluded with the exception of liability in tort.

## 11. Confidentiality

(1) "Confidential Information" means all information, documents, pictures, drawings, know-how, data, samples and project documents handed over by one party ("Disclosing Party") to the other party

("Receiving Party") or otherwise disclosed from the beginning of the contract. This also includes copies of this information in paper and electronic form. Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TRLP (non-personal) within the scope of the provision of services by TRLP. TRLP is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analyzing the provision of services.

(2) Confidential Information

(a) May only be used by the receiving party to fulfil the purpose of the contract, unless otherwise expressly agreed in writing with the disclosing party,

(b) May not be duplicated, distributed, published or passed on in any other form by the receiving party, with the exception of such Confidential Information necessary to fulfil the purpose of the contract or such Confidential Information which the receiving party must pass on the basis of judicial instructions or legal or governmental regulations; this concerns in particular the Confidential Information to be passed on to supervisory authorities and/or accreditors of TRLP within the framework of an accreditation procedure or, within the framework of the provision of services, to affiliated companies of TRLP in accordance with §§ 15 et seqq. German Stock Corporations Act (AktG) or subcontractors or their respective employees.

(c) Must be treated confidentially by the receiving party in the same way as it treats its own confidential information, but in no case less carefully than with requisite care and attention.

(3) The Receiving Party shall make the Confidential Information received from the Disclosing Party available only to those persons who need it to provide services under this Agreement. These persons include advisors to the receiving party, in particular lawyers and auditors.

(4) The receiving Party shall be entitled to disclose confidential information to its subcontractors and its affiliated companies within the meaning of Section 15 et seq. of the German Stock Corporation Act (AktG).

(5) Such information is excluded from the confidentiality obligation,

(a) The information was already generally known at the time of publication or becomes known to the general public without a violation of this agreement, or

(b) Which were demonstrably known to the receiving party at the time of conclusion of the contract or are thereafter disclosed in a justified manner by a third party; or

(c) The information was already in the possession of the receiving party prior to transmission by the disclosing party; or

(d) The receiving party has independently developed the information irrespective of the transmission by the disclosing party.

(6) Confidential information remains the property of the respective disclosing party. The Receiving Party hereby agrees to immediately (i) Return all Confidential Information, including all copies thereof, to the Disclosing Party at any time upon the request of the Disclosing Party, or to (ii) destroy the Confidential Information, including all copies thereof, upon the request of the Disclosing Party, and to confirm in writing to the Disclosing Party the fact of such destruction.

The above-mentioned obligation to return or destroy does not apply

(a) For the reports and certificates drawn up exclusively for the purpose of fulfilling the contractual obligations under the contract for the client, which remain with the client. However, TRLP is entitled to take copies of this and the Confidential Information, which form the basis for the preparation of these reports and certificates, as proof of proper performance of the contract and for general documentation purposes for its files;

(b) For confidential information that is stored on backup servers or in analog backup systems on a generational basis during routine data backups as part of normal archiving processes;

(c) To the extent contrary to laws, regulations, orders of a competent court or an administrative or supervisory authority or an accreditation body.

(7) This confidentiality obligation exists from the beginning of the contract and continues to apply for a period of five years after termination of the contract. By way of derogation from the first sentence of paragraph 7 above, the confidentiality obligation for confidential information relating to EU/EU certificates of conformity and GS mark certificates shall not end until the retention period specified in the relevant legal provisions has expired. If no retention period is specified, the duration of the confidentiality obligation specified in paragraph 7 sentence 1 shall apply.



## 12. Data Protection Notice

TRLP processes personal data of the contractual partner for the purpose of fulfilling this contract. In addition, TRLP also processes the data for other legal purposes in accordance with the relevant legal basis (e.g. balancing of interests / consent). The personal data of the contractual partner will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Legal record retention periods, which result e.g. from the German Commercial Code (HGB) or the Tax Code (AO), are taken into account. Data subjects may exercise the following rights: right of information, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TRLP as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TRLP by e-mail at [datenschutz@de.tuv.com](mailto:datenschutz@de.tuv.com) or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

## 13. Force Majeure

(1) Force majeure means the occurrence of an event or circumstance, which prevents either party from performing one or more of its obligations under the Contract. Force majeure in this sense shall be deemed to exist if and insofar as the party claiming force majeure proves (a) that such obstacle to the performance of the contract is beyond its reasonable control; and (b) that it could not reasonably have been foreseen at the time the contract was concluded; and (c) that the effects of the obstacle could not reasonably have been avoided or overcome by the party concerned.

(2) Unless proved otherwise, the following events affecting a party shall be presumed to meet conditions (a) and (b) in paragraph 1 of this clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargo, sanctions; (iv) lawful or unlawful official act, compliance with laws or governmental orders, expropriation, confiscation of works, requisition, nationalization; (v) plague, epidemics, pandemics, natural disasters or extreme natural events; (vi) explosion, fire, destruction of equipment, prolonged loss of transportation, telecommunications, information systems or energy; (vii) general labor disturbances such as boycotts, strikes and lockouts, slowdowns, occupation of factories and buildings.

(3) A party who successfully invokes this clause shall be released from its obligation to perform its obligations under the Contract and from any liability for damages or any other contractual remedy for breach of contract from the time when the impediment causes the inability to perform, provided that it is notified immediately. If such notification is

not given without delay, the relief shall take effect from the time when the notification is received by the other party. If the effect of the alleged obstacle or event is temporary, the above consequences shall only apply as long as the alleged obstacle hinders the performance of the affected party. If the duration of the alleged impediment has the effect of substantially depriving the parties of what they could reasonably expect under the contract, either party shall be entitled to terminate the contract by giving notice to the other party within a reasonable period of time. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

## 14. 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) 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.

(4) 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.

(5) 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.

(6) (a) In the event that TRLP commissions a testing and/ or certification service, the following order of validity shall apply in the event of conflicting regulations concerning the content of documents:

1. The Testing and Certification Regulations of TRLP

2. TRLP's General Terms and Conditions

(b) In the event TRLP commissions a certification service with the involvement of a subsidiary and thus concludes the "General Agreement" as required under section 2 (1) and 4.1 para 3, the following order of validity shall apply with regard to certification services in the event of conflicting regulations concerning the content of documents:

1. The Testing and Certification Regulations of TRLP

2. General Terms and Conditions of the subsidiary

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

## 15. Taking Effect

The Testing and Certification Regulations are effective as of January 1, 2023. Any previous regulations cease to have validity as of that date.

TUV Rheinland LGA Products GmbH  
Tillystraße 2  
D-90431 Nürnberg

E-Mail: [service@de.tuv.com](mailto:service@de.tuv.com)  
Telefon: +49 911 655 5225  
Telefax: +49 911 655 5226

Board of Management:  
Dipl.-Ing. Jörg Mähler, Spokesperson  
Dipl.-Kfm. Dr. Jörg Schlösser

Nuremberg Local Court Nürnberg  
HRB 26013  
UST-ID Nr:  
DE 811835490

Internet: <http://www.tuv.com>