Product Testing, Inspection and Certification Regulations of TÜV Rheinland InterCert Kft.

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Contents

1. Scope of Application

The Product Testing, Inspection and Certification Regulations govern all the products related services of TÜV Rheinland InterCert Kft. (hereinafter referred to as TRI) member of TÜV Rheinland Group renders for third parties. These services include in particular:

- The testing and appraisal of products, components, technical product designs in their different stages of development, preparation of technical documentation and expert reports. The services are rendered e.g. regarding safety, suitability for purpose, quality and environmental compatibility based on legal regulations, national, European and international standards and specifications agreed upon with the client. Besides, manufacturing premises are appraised and inspected with respect to quality measures in connection with the granting of test marks (mark of conformity) of TRI for proofs of conformity according to EU Directives, Regulations, standards and in connection with approved quality management systems. Calibration of measuring instruments are performed by the Calibration Laboratory of TRI. These services are hereinafter referred to as “tests“ (unless otherwise specified under section 3).
- The auditing of products related quality management systems, the production of audit reports, hereinafter referred to as “auditing of QM systems“.
- The evaluation and recognition of test and audit reports, certifications of products and QM systems, hereinafter referred to as “certifications“.

2. Contractual Bases

(1) The ordering party, hereinafter referred to as “client“, places an order with TRI or with a subsidiary of TÜV Rheinland Holding AG, hereinafter referred to as “subsidiary“, which is engaged in the field of work of TRI. If the client places an order, the order may be for testing or auditing of a QM system without certification or subsequent certification, or it may be for certification alone. If the order includes a certification, a “General Agreement“ with the client must be concluded.
Orders can be placed verbally or in writing, without having to be in any set form. Order confirmations and contracts issued by TRI are in writing.
The TRI informs the client of its decision rule for the tests, how the measurement uncertainty is taken into account in assessing the conformity of the test results.
(2) With each order a client places with TRI, he/she accepts the General Terms and Conditions of TRI as an essential element of the contract as binding on him/her. If the client places an order for testing, he/she accepts the Testing Regulations (see section 3). If the order is for certification, he/she accepts the Certification Regulations (see section 4) and if the given scheme requires production surveillance, then he/she accepts the Inspection Regulation (see section 5). Furthermore, in case of any type of order he/she accepts the requirements, conditions in section 6, 7, 8 and 9.
Effect of contracts regarding conformity assessments are identical with the validity period of the certificate issued.
During this period TRI is entitled to carry out appropriate conformity tests, inspections and surveillances, necessary for the regarded conformity assessments at the client.
This Agreement shall be in effect for the date of the validation of the certificate issued within this General Agreement.
(3) The Product Testing, Inspection and Certification Regulations of TRI do not apply to orders for testing or auditing the client places with a subsidiary with the intention to obtain and/or certification with local recognition. In such a case, the terms of contract of the subsidiary shall apply.

3. Testing Regulations

3.1 Site of Testing

(1) Tests are generally carried out in the laboratories of TRI or a subsidiary or in laboratories bound by contract with TRI. Calibration of measuring instruments are performed in TRI’s laboratory on Gizella street. In consultation with the client, other test sites can also be agreed upon if these laboratories have adequate competence and proficiency in carrying out the tests and if appraisal by TRI or by the subsidiary has furnished evidence of such competence and proficiency. The decision on the test site lies with TRI or the subsidiary. Consent which has been given to the performing of tests in external laboratories can be withdrawn by TRI or the subsidiary involved if the fulfilment of the requirements of EN ISO/IEC 17025 can no longer be guaranteed or if complaints by TRI or the subsidiary concerning the test laboratory are not rectified.
(2) If employees of the client participate in the performance of the tests, the latter may take place only in the presence and under the supervision of an expert from TRI or the subsidiary. In this case the client undertakes to hold TRI or the subsidiary harmless from claims for damages in the event of an employee of the client committing a breach of duty deliberately or through negligence during the testing. The obligation to hold harmless covers costs both in and out of court.
(3) If tests are performed on-site, the Authorities or their external assessors, who supervise TRI, may witness TRI’s on-site testing activities. In such case, after preliminary notification, client must accept the presence of the Assessment Team of the Authorities during the assessment.

3.2 Test Procedure

(1) After placing the order, the client supplies TRI or the commissioned subsidiary with at least one test sample free of charge together with the complete technical documentation required for the evaluation (e.g. constructional data form sheet, risk analysis, operating instructions, certificates on related safety relevant components used or other technical documentation). If necessary, TRI or the subsidiary can demand several test samples free of charge. As a rule, the documents to be submitted to TRI shall be in Hungarian and/or English. After previous consultation, the client may file the documents also in another language; in such a case, however, TRI reserves the right either to request the client to have individual passages translated into Hungarian and/or English or to translate the texts on its own and charge the client accordingly. This also applies if Accreditation Bodies or supervisory authorities to which TRI is answerable call for translations.
(2) Test samples are tested on the basis of statutory provisions and regulations. If no norms, standards or statutory provisions exist on the nature and scope of testing, a test program is laid down between TRI or the subsidiary and the client or between TRI in collaboration with the subsidiary and the client.
(3) If the client places an order for the auditing of QM systems, he/she has to submit beforehand the quality management manual and documented QM procedures, as well as the description of processes. All these documents should preferably be in Hungarian or in English. Any other languages will be accepted only after previous consultation. To test the QM system for its effectiveness, audits on the client’s premises are conducted either in one or in several steps.
(4) 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 systems.
(5) On completion of the test procedure the client receives a written report in Hungarian or English or, by special request, a full test report listing the nonconformities noted, if any. Approaches to solution, however, will not be set out therein.

(6) The client may disseminate test reports etc. only in complete and unabridged form. In the actual case, any publication or reproduction for advertising purposes requires the prior written permission of TRI or the subsidiary.
(7) If the client wishes the product testing to result in a test mark license (mark of conformity license) and if the advancement of the test indicates a positive progress, TRI or the subsidiary performs, in co-ordination with the client, an initial factory inspection during which the manufacturing process, assembly and test facilities and measures of quality management are checked that are essential for the continuous observance of a quality level consistent with the model evaluated. Testing based on statutory provisions or the specifications of TRI covers receiving inspection and testing, production control, in-process inspection and testing and final inspection and testing.
(8) If the client desires certification following successful testing of his/her product or successful completion of the audit of his/her QM system, the technical documentation and, if necessary, also the report on the initial factory inspection will be filed with the Certification Body for certification.
(9) TRI or the subsidiary expressly reserves the right to publish, e.g. in the form of reference lists, the corporate names of clients who carry on a trade. The special consent of the client to this is not required.

3.3 Calibration procedure
(1) After placing the order for calibration, the client supplies TRI the instrument to be calibrated free of charge together with the complete documentation required for the calibration. The documentation shall be provided in Hungarian and/or in English language for TRI. Documentation in other languages may be provided if TRI consents to it beforehand; however TRI reserves the right to require some part of documentation in Hungarian and/or in English, or to request official translation in Hungarian and/or in English at the costs of client.
(2) Accomplishment of calibration can be started after the receiving of the instrument to be calibrated and belonging documentation.
(3) After finishing the calibration, the client receives calibration report and certificate in Hungarian and/or English language.

3.4 Retention of the Test Samples and Documentation
(1) In the event of a test for which the results are negative, during which the client decides to order a re-test in the near future, cost free storage of the test samples is permitted for a period of not more than four months. After this the test samples, just as after an abandonment of the test procedure, are held ready for collection at the client's expense or returned to him/her at his/her request. If the client does not collect the test samples despite written notification or refuses to accept them, the test samples are destroyed at his/her expense after a waiting period of six weeks.
(2) In the event of a favourable test which leads to certification or appraisal, the body performing the tests determines whether the test sample is to be stored as a reference sample for the client in warehouses of TRI or of the subsidiary or forwarded labelled and sealed to the client for safekeeping. The holder of the certificate then has to make sure that the reference sample can be made available to TRI at any time for checks. If, in the case of certification, the design of the reference sample permits storage neither in warehouses of TRI nor of the subsidiary nor with the client, or if the storage of reference samples has to be dispensed with on other grounds, detailed documentation on the reference sample has to be compiled at the client's expense in such a way that all the relevant aspects of the reference sample can be gathered from the documentation.
(3) Test samples or documentation handed over to the client must be made available to TRI or the subsidiary promptly and free of charge on request. If the client, in response to such a request, is incapable of making available test samples and/or documentation, any liability claim for material and pecuniary damage by the client against TRI or the subsidiary, resulting from the respective testing and certification, lapses.
(4) In the absence of any statutory regulation to the contrary, the period of safekeeping of the documentation is ten years after expiry of test mark certificates and with EU certificates of conformity it is ten years after the final placing of the products on the market.
(5) The costs for the storage in warehouses of TRI or the subsidiary and any subsequent disposal have to be borne by the client. This does not apply to the costs for the storage of the test samples in warehouses of TRI for a period of up to four months in connection with proposed re-testing. The costs of the handover and dispatch of the test samples for storage on the client's premises are likewise borne by the client. TRI or the subsidiary will not be liable for the loss of test or reference samples from the laboratories or warehouses of TRI or the subsidiary or for the damage caused to the test samples by testing, transport, burglary, theft, water, fire or transport. TRI or the subsidiary will be liable only if gross negligence has occurred during the test procedure. TRI does not take the responsibility for damages or annihilation of test or reference samples may occur during the test.

3.5 Retention of calibrated instruments and documentation
After finishing of calibration, TRI stores the instrument for max. 1 month in its warehouse. After this period client is obliged to collect the calibrated instrument at his/her expense.
The period of safekeeping of the calibration documentation is ten years.

4. Certification Regulations
4.1 Basic Requirements
(1) The only test reports on which assessments in the course of certification may be based are those produced by laboratories which have been accredited according to the rules of EN ISO/IEC 17025 or analogue ISO Guides or which have furnished evidence that they operate according to these codes.
(2) The Certification Body of TRI carries out, as a matter of priority, assessments and certifications on the basis of the reports of TRI or the subsidiary which are governed by the same QM system. In addition, test reports of other test laboratories can also be used for assessment as part of the certification. Test reports which are to serve as a basis of certification may not be more than one year old at the time of the certification, in the CB Scheme they may not be more than three years old, nor be based on invalid standards.
(3) In order to issue a certificate for a client, it is necessary for the client to conclude a General Agreement with TRI. If the client wants to obtain certificate or test mark licence within the certification system of a subsidiary (eg. TÜV Rheinland GS Mark), the concluding of the General Agreement with the given subsidiary is necessary.
If the client will not market a product to be certified under his/her own name, he/she has to document with the aid of a "Marks Declaration" the mark of origin under which he/she intends to place the product on the market. If the client applies for an EU certificate of conformity (e.g. EU type examination certificate) and if the appropriate directive requires, he/she has to declare towards the Certification Body that he/she has not submitted the same application to another "Notified Body",
(4) The permission to use the certificate applies only to the certificate holder with respect to the product and the manufacturing premises stated in the certificate and the scope covered by the QM system. Product certificates may be limited to certain quota or lots. It is always possible to restrict the validity of the certificate. In
special cases a certificate may be subject to conditions. The transfer of a certificate from the certificate holder to a third party is possible only after consultation with the Certification Body of TRI.
(5) Fees shall be paid by the certificate holder for participation in the certification system and the issue of certificates in accordance with the pricelist of TRI or subsidiary. Licence fees, shall also be paid annually for maintaining and filing of the certificates and for the use of test marks. The Certification Body of TRI can demand prepayment of both the certification fee and the licence fees prior to certification.
(6) The completion of a test with a concluding appraisal or with a certificate does not release the client from his/her warranty obligation, stipulated by contract, due to defects or his/her statutory product liability obligation.
(7) The Certification Body of TRI reserves the right to publish, for the information of Accreditation Authority, competent authorities and Notified Bodies of the states being signatories to the Agreement on the European Economic Area, consumers and other interested parties, a list of products certified and QM systems granted recognition. It will do so in particular in its capacity as "Notified Body" or "Authorised Body". Special consent of the certificate holders to this is not required. Furthermore, the Certification Body of TRI is entitled to transmit to third parties or to make accessible to any person on request the contents of a certificate issued except for particulars about the factory.
(8) In case of alterations of the bases of testing and/or the prerequisites of certification or infringements, on the part of the client, of the rules of the certification system, the Certification Body has the right to terminate the certificates at any time. In serious cases it may declare the certificates invalid with immediate effect. This applies also to EU certificates of conformity and recognitions or approvals of QM systems. The Certification Body reserves the right to publish

certificates it has declared invalid or it has withdrawn. The consent of the previous certificate holders to this is not required.
(9) For the CPR, in case of the CE and the Declaration of Performance, the manufacturer's attention is drawn to compliance with the formal and substantive requirements, including the correct and consistent application of the relevant standards.

4.2 Types of Certificates

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

- Test mark licences of TÜV Rheinland based on safety tests (TÜV and MEEI marks).
- Product certificates within the certification schemes of European Electrical Products Certification Association (ENEC, ENEC+, HAR CCA, CCA-EMC).
- Product certificates within the international IECEE CB Scheme. The CB Test Certificate may be challenged when the standard according to which it was issued is no longer in force in the country of the given NCB.
- EU type examination certificates according to the EU Directives, Regulations transposed into national legislation as a “Notified Body” (module B of the conformity assessment procedure). The maximum validity of EU type examination certificates may vary depends on the given EU Directive, Regulation, respectively it is valid until the test specifications and construction of the product remain unchanged.
- Conformity certificates according to EU Directives, standards (module A of the conformity assessment procedure). The certificates of conformity are valid until the test specifications and construction of the product remain unchanged.
- EU design examination certificates according to the EU Directives transposed into national legislation as a “Notified Body” (module H of the conformity assessment procedure).
  The EU design examination certificates are valid for maximum 5 years, provided that the test specifications and construction of the product remain unchanged.
- Certificate of conformity according to standards or certain regulations. This conformity certificate verifies that the tested sample(s) comply with the requirements of the listed standard and/or directive.
- Approvals of QM systems according to the EU Directives transposed into national legislation as a “Notified Body” (modules D, E, H of the conformity assessment procedure). The validity of these QM system certificates may vary depends on the given EU Directive, Regulation, respectively it is valid until the test specifications and certified system remain unchanged.
- Certificate of constancy of performance for construction products
- Certificate of conformity of the factory production control for construction products.

(2) Conformity certificates and test reports alone do not confer the right to use a test mark of TÜV Rheinland. They must, if test marks of TRI or subsidiary are to be used, always be combined with a separate test mark licence. Advertising with the conformity certificates is possible only with the express written agreement of the Certification Body.
(3) Certificates for QM systems are issued only if the audits have been completed successfully. If the Directives require EU type examination certificates or EU design examination certificates as a condition for the award of the QM system certificates, the EU examination certificates must be submitted for the certification process.
(4) Certificates for QM systems provide evidence of

- the conformity to relevant standards e.g. ISO 9001, ISO 13485,
- the conformity to directives through a “Notified Body”,
- the scopes of application of products/product categories.

The validity of certificates for QM systems depends on the given certification scheme or directive or regulation.

4.3 Client Rights arising from Certifications

(1) The client is entitled, during the period of validity of the test mark licences and/or the certificate for the QM system issued to him/her,
(a) to attach test marks approved for use by him/her to his/her products.
(b) to use the test marks approved for use by him/her in relation to products in printed matter or similar items. For the creation of printed matter, reproducible masters of the test marks are available, which can be obtained from the Certification Body free of charge.
(c) to use test mark licences and certificates for QM systems issued to him/her in advertising campaigns without any alterations in such licences and certificates.
(d) to use marks relating to the certification of the QM system in hand-outs, business letters and printed matter; he/she is not allowed to attach the marks to his/her products.
(e) to use EU type examination certificates (module B) and EU certificates of conformity (module F or G) in the framework of the conformity assessment procedure.
(f) to use test reports for TRI Test Marks as documentary evidence of product safety in the framework of the conformity assessment procedure (module A).
(g) to use the number under which TRI is registered in Brussels (1008) as a “Notified Body” in respect of the CE marking provided the QM system of production has been approved according to the requirements of the directives and it is prescribed by the given directive.
(h) to apply for additional certificates or OEM certificates (Original Equipment Manufacturer) for his/her products if they shall be placed on the market under another mark of origin or trade name and in certain cases also with another model designation.
(2) Further advertising campaigns of the client which refer to the activities of TRI or the subsidiary need to be agreed with TRI or the subsidiary. This applies in particular to advertising referring to the testing or certification services of TRI or the subsidiary which the client has retained without any statutory obligation and invitation of the authorities to do so, i.e. on a voluntary basis. This does not affect the client’s personal responsibility for his/her standards of advertising practice.

4.4 Client Obligations arising from Certifications

The client is obliged, during the period of validity of the test mark licenses and/or the certificates for the QM system and/or other certificates issued to him/her,
(a) to monitor the manufacture of the certified products continuously for compliance with the approved types.
(b) to see to it that production can be inspected at regular intervals by TRI or the subsidiary in the framework of the test mark licences issued to him/her.
(c) to see to it that surveillance audits can be conducted annually by TRI or the subsidiary with respect to the certified QM systems
(d) to pursue product development and production in strict compliance with the approved QM system.
(e) to take note of the findings of the recurrent production controls and of surveillance audits conducted by TRI or the subsidiary.
(f) to notify the Certification Body beforehand of any changes he/she intends to make in the product, either through further development or through the replacement of components, and to obtain the approval of the Certification Body. Continued licensing depends on the results of an additional test that may have to be carried out.
(g) to notify the Certification Body of any changes in the QM system.
(h) to record and file all complaints from the market or third parties about the product. At the request of the Certification Body the client has to make these details available and to provide information on the measures taken for remediation.
(i) to notify the Certification Body promptly of any intended relocations of inspected manufacturing premises or the intended transfer of his/her firm to another firm or another firm owner.
(j) to reach a contractual agreement with the manufacturer, provided the client as holder of the certificate is not the manufacturer of the product, on the fulfilment of requirements essential for the manufacture of the product including the allowing of inspections required.
(k) to rectify immediately any safety defects which appear in products that bear, on the basis of a certified type examination, a CE marking or a test mark of TRI or subsidiary and to take suitable measures for minimising damage in the market. The client must in any case stop immediately the marketing of the defective product and notify the Certification Body.
(l) to discharge his/her duty to give notice to the authorities all by himself/herself or through his/her authorised representative in his/her capacity as manufacturer or party placing the product on the market.
(m) to permit witness audits by the Accreditation Body of TRI on his/her manufacturing premises and those of his/her subcontractors. The client undertakes to put his/her subcontractors under an obligation to that effect.
(n) to determine a new type designation for a changed product that shall be certified in case this product is based on a product certified earlier.

(o) to accept that TRI is entitled, 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 Authority, information, documentation etc. Concerning both the contract with the client and the subject of the contract may be passed on to the Accreditation Body. This includes, in particular, information about the performance of audits, the granting and withdrawal of licences, attestations, certificates, etc. and incidents which occur and risks indirectly or directly connected with the tested products and/or QM systems. TRI reserves the right to debit to
the client's account the cost incurred for identifying and clarifying such incidents.

4.5 Restriction, Suspension, Expiration and Declaration of Invalidity of Certificates or Licences

Definition of terms:

- Restriction: Restriction of the original scope of the certificate/licence
- Suspension: Invalidity of the certificate/licence for a certain period of time

(1) Certificates expire if
(a) the period of validity stated in the certificate has expired and if it has not been extended (the validity of the test mark licences of TRI or subsidiary; the EU Type-examination certificate; the EU Certificate of Conformity and the certificates for QM systems are limited (see section 4.2); The validity of certificates can be extended if the provisions underlying the certification still apply and if the results of the regular inspections are considered satisfactory).
(b) the holder of the certificate terminates the "General Agreement" or if he/she waives individual test mark licences 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 petition in bankruptcy filed against him/her is dismissed for lack of assets.
(d) the Certification Body terminates the certificate by giving not more than six months notice by virtue of changes in accreditation regulations and/or in the bases of testing or changes in the use of the product.

(2) Certificates may be restricted, suspended, or declared invalid and revoked by the Certification Body with immediate effect if:
(a) the certified product 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 system.
(c) at the time of the test or audit facts were either ignored or not seen or judged correctly or could not be recognised which would have precluded certification. This includes e.g. the misplacing of products in certain hazard categories or the classification by types of use.
(d) defects 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 otherwise are not rectified by the holder of the certificate within a reasonable period.
(e) the holder of the certificate does not have the periodic inspections carried out according to the procedures specified in the Product Testing, Inspection and Certification Regulations of TRI or according to the given certification system or if he/she holds up or restricts the proper performance of the periodic inspections.
(f) certificates or copies of certificates have been changed and thus falsified.
(g) the holder of the certificate uses existing test mark licences for non-approved products or products that are not covered by the QM system. This constitutes misuse of the mark and precludes any co-operation in a spirit of trust.
(h) misleading or otherwise impermissible advertising is practised with test reports, certificates or test marks.
(i) the holder of the certificate fails to pay fees (for certifications, licences and/or tests carried out beforehand) due within the stipulated period following a reminder. If the fees refer to several certificates, the Certification Body decides which certificates the measure is to cover.
(3) Before declaring a certificate restricted, suspended or invalid, the Certification Body will give the client the opportunity to state his/her views, unless such a hearing is impossible owing to the urgency of the measures to be taken.
(4) The holder of the certificate automatically forfeits the right to continue to provide products listed in the certificate with test marks of TRI or, in the framework of CE marking, to use the EU registration 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. In case of declaration of invalidity or expiry, the original certificate must be returned to the Certification Body.
(5) The Certification Body is entitled to publicise restrictions, suspensions, declarations of invalidity and revocations and the expiry of certificates. In case of infringements, it is entitled to disclose to the competent Land authority, to the supervisory authorities, to the Accreditation Bodies, to the other "Authorised Bodies" and "Notified Bodies", to the licensing authorities, to importers and other interested circles the name and address of the client involved, the nature of infringement or the reason why the certificate has been declared invalid, including, where appropriate, information about the product etc.
(6) The Certification Body will not be liable for any damage the client may suffer as a result of the non-granting, the restriction or suspension and the termination or the declaring invalid and revoking of a certificate.

4.6 Fees for licences

An annual licence fee is payable for the permission to use the test marks of TRI or subsidiary, approved QM systems and EU certificates of conformity in combination with our identification number (1008). For this fee, licence holders will have the right to use the test mark (mark of conformity) according to Certification Regulation, and they will be kept informed of amendments to test standards and regulations affecting their certified product or their QM system.
The licence fee is dependent on the type of certificate and will be charged annually at the beginning of the calendar year. The licence fee has to be paid to TRI. Amendments or cancellations which are to be taken into account in the calculation of the licence fees for the following calendar year must be received by TRI by 15 November of the current year. If a certificate is terminated in the course of the year, no proportional reimbursement of the fees will be made.

5. Inspection Regulations

5.1 Follow-Up Services

(1) In order to ensure and maintain consistent product quality of the certified products, TRI or the subsidiary will carry out regular inspections of the manufacturing facilities. An annual inspection is assumed as a minimum.
(2) If non-conformities come to the knowledge of the Certification Body through initial factory inspections, product specific information from third parties or through other channels, the Certification Body may shorten the inspection intervals. In special cases the Certification Body may order a counter-check to be carried out prior to the initial shipment of the products.
(3) In addition, TRI or the subsidiary can inspect at any time without advance warning the products, production premises mentioned in the certificate and the stores (in the case of foreign certificate holders also the stores of the importers or of the Hungarian agents and the branch establishments). It can take away free of charge for monitoring purposes products for which a certificate is granted and also carry out checks in production premises and stores.
(4) By way of exception, tests can be made on a test sample representative of series production in order to inspect consistent quality of production. TRI or the subsidiary can commission other independent and expert agencies to carry out follow-up inspections in its name.

5.2 Surveillance of QM Systems

To maintain the validity of certificates issued for QM systems, the clients are required to have surveillance audits conducted usually every year. The focus of such audits is on the checking, with appropriate sampling process, of the effectiveness of the QM system in the scopes of application specified. After a certificate for a QM system expired, it may be extended only after a thorough repeat audit has been performed.

5.3 Costs of Follow-Up Inspections

(1) The costs of carrying out follow-up inspections and surveillance and repeat audits of the QM systems will be invoiced to the certificate holder according to the price list of TRI or the subsidiary.
(2) Besides the basic fees of follow-up inspections and surveillance and repeat audits of the QM systems the following services will be charged at cost incurred:

- initial factory inspections or recurrent follow-up inspections which the client wishes to have performed by a certain inspector or at a time specified by him/her,
- factory inspections abroad,
- additional re-inspections which are necessitated by nonconformities detected during the factory inspection.

If the client cancels an agreed inspection appointment at short notice (1 week), the applicable fixed price or a lump sum of costs that have already been incurred will be invoiced.

6. Check of Products already on the Market

(1) The Certification Body can take from the market at any time, for counter-checking, products which are provided with a test mark of TRI or with a CE marking using the number (1008) under which TRI is registered in Brussels.

(2) If deviations with respect to the certified types or defects in products manufactured in the scope of a certified QM system are noted during counter-checking, the certificate holder receives a written report on the outcome of the counter-checking and is invited to eliminate the defects. In case of finding of deviations the certificate holder has to bear the whole of the costs incurred by the counter-checking.

7. Infringement of the Product Testing, Inspection and Certification Regulations

(1) The Certification Body is entitled, in the event of culpable infringement by the client of the Product Testing, Inspection and Certification Regulations being noted, to demand, in addition to the declaration of invalidity of the certificate pursuant to point 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
- if inadmissible advertising is practised using test marks or certificates of conformity of TRI or subsidiary.

(2) In addition, the Certification Body reserves the right to terminate the General Agreement with immediate effect and to declare further existing certificates for the client invalid in so far as TRI can regard its confidence in the client's faithful compliance with the contract and his/her reliability as having been shaken owing to the client's infringement of the Product Testing, Inspection and Certification Regulations.

(3) If the client does not comply with the requirements pursuant to point 4.4, the Certification Body can take suitable measures of its own. The latter include e.g.:

- informing the users in order to minimise loss in the market, and
- notification to the supervisory authorities, Accreditation Bodies and the other "Authorised Bodies" and "Notified Bodies".

(4) TRI reserves the right to claim compensation from the client for expenses incurred by TRI owing to infringement of the Product Testing, Inspection and Certification Regulations by the client.

Such expenses are in particular costs of

- tests for comparing certified products with products taken from the market,
- investigations necessary,
- other measures TRI deems necessary in connection with the comparison tests and investigations, such as factory inspections, shipping checks, checking of stocks.

Comparison tests and investigations and other measures will be charged by TRI according to time spent.

8. Objections and Complaints

If the client is not satisfied with decisions of the Certification Body made during the test, audit and certification procedure, he/she may lodge a complaint or raise an objection to TRI in written form (letter, email, contact via our website, or fax).

TRI then has to give the client detailed reasons for its decision. If these reasons are not acceptable to the client and no final decision can be reached with the management of TRI, the client is free to take legal measures.

9. Coming into Effect

The Product Testing, Inspection and Certification Regulations are effective as of 01 December 2022. The previous regulations cease to have validity as of that date.
