

Based on ISO/IEC Guide 28:2004(E) -- Guidance on Third-party Certification System for Products

1. Scope of Application

- (1) The Certification Regulations govern all testing and certification services TÜV Rheinland Singapore Pte. Ltd. ("TRS"), renders for manufacturers or other parties for product testing, certification, and related services for manufacturing sites and quality systems.

2. Contractual Basis

- (1) The ordering party, hereinafter referred to as the "Client", places an order directly with TRS or with a subsidiary of TÜV Rheinland Holding AG (hereinafter referred to as "subsidiary").
- (2) Tests are generally carried out in the laboratories of TRS, in a subsidiary or in laboratories bound by contract with TRS.
- (3) TRS adheres to ISO 17065 ("General requirements for assessment and accreditation of bodies operating product certifications systems") and ISO/IEC 17025 ("General requirements for the competence of testing and calibration laboratories").

3. Types of Certificates

- (1) On the basis of the favorable assessment and evaluation of test and audit reports the certification body of TRS issues to the client the following certificates and a **non-exclusive** license to use the Mark:
- (2) Use Of Logo: SG is a TÜV Rheinland owned safety mark for Singapore and comparable to TÜV Rheinland Bauart mark. The logo may be used only on the product within the scope of the respective certifications and standards. Basically the test mark should appear in its full layout and in a size that certain text is somewhat readable. The certification logo (mark) in one of the versions depicted below shall be reproduced:
 - In black, or in the predominant color of the letterhead or printing (sample)
 - Pantone 300C
 - On a clearly contrasting background
 - In a size which makes all features of the mark clearly distinguishable

An organization shall upon suspension or voluntary withdrawal of certification immediately ceased to issue/release products labels displaying the certification logo/mark or containing references to it. An organization shall upon withdrawal of certification, immediately cease distribution of all items on which the verification logo (mark) any reference to it are displayed, and shall ensure discontinued use or distribution of these items.

- (a) Singapore S-Mark Licences and the right to use the registered Certificate Trade Mark No. T03/02520C in Class 9 and T0302521A in Class 11:



4. Rights and Obligations

- (1) The Client affirms the obligations:
 - (a) That the certified products specified in the licence is and will be in compliance with applicable requirements stated in the standards and general and specific rules specified in the license.
 - (b) To notify TRS beforehand of any changes in the product, the quality system, manufacturing sites, [changes in the organizational structure and the organization itself](#). Continued licensing may depend on the result of additional tests or inspections.
 - (c) That the persons representing TRS will have unobstructed access without prior notification to inspect the premises of the facilities covered by the licence during the normal working hours of the facility involved.

- (d) To take note of the findings of the recurrent production controls and of surveillance audits conducted by TRS or the subsidiary and improve nonconformities within the agreed timeframe.
- (e) To keep required records and report to TRS any complaints regarding those aspects of the products covered by a license shall be investigated.
- (f) [The Client shall be obliged to record all complaints from outside the company regarding the certified product and allow TRS access to investigate complaints received.](#)
- (g) To take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification.
- (h) To document the action taken.
- (i) To produce the products, for which the licence is granted to the same specifications as the sample that TRS found by the initial testing to be in conformity with the standard.
- (j) Not to use its product certifications in such manner as to bring TRS into disrepute and not to make any statement regarding its product certification which TRS may consider misleading or unauthorized.
- (k) That upon suspension or cancellation of certification, discontinues its use of all advertising matter that contains any reference thereto and returns any certification documents as required by TRS.
- (l) To use certification only to indicate that products are certified as being in conformity with specified standards.
- (m) To ensure that certificate or report or any part thereof shall be provided in its entirety.
- (n) To make reference to its product certification in communication media such as documents, brochures or advertising, complies with the requirements of TRS

- (2) The Client has the right:

- (a) To publish the fact that he has been authorized to label the products or quality systems to which the license applies with TRS's Trade and Certification Marks listed on the license.
 - (b) To appeal, complain to or raise a dispute with the management of TRS, if he is not satisfied with decisions of the certification body made during the test, audit or certification procedure. TRS will give the Client its decision and justification. If these reasons are not acceptable to the Client and no final decision can be reached with the management of TRS, the Client is allowed to contact the Governing Board to receive neutral decision and which will be the final decision.
 - (c)
- (3) If the requirements applying to the products covered under this agreement are modified, TRS should inform the applicable licensees among its Clients, stating at what date the modified requirements will become effective and a transition time will end, and advising the Client of any need for a supplementary examination of the products. Within a given time after receipt of the advice, the Client shall inform TRS whether he is prepared to accept the modifications and decide on option a) or b):
 - (a) The Client confirms acceptance of the modified requirements. If the result of any supplementary examination is favorable, the certification body will issue a supplementary license or make other modifications of the certification body's records.
 - (b) If the Client advises TRS that he is not prepared to accept the modification or if the Client allows the term for acceptance to lapse, or if the result of any supplementary examination is not favorable, the license covering the particular product shall cease to be valid on the end date of the transition time to the modified specifications, unless otherwise decided by the certification body.
 - (4) TRS or the subsidiary reserves the right to publish the corporate names of Clients who hold certification. A special consent of the Client to this is not required.

5. Surveillance

- (1) TRS carries out continuing surveillance of the Client's conformity with the accepted requirements and obligations. An annual inspection is assumed as a minimum.
- (2) This surveillance is carried out by TRS employees or by employees of the subsidiary.

- (3) If nonconformities come to the knowledge of TRS, this may lead to reduction of the inspection intervals, to suspension or to withdrawal of the license.

6. Expiration, Suspension (Refusing Certification) or Withdrawal (Reducing the scope)

- (1) Certificates and Licences, which carry an expiration date shall automatically become invalid if not duly extended before.
- (2) Certificates and Licences, shall remain valid if the annual factory inspection is carried out and applicable test standard still valid.
- (3) Suspension may apply for a limited time in the following cases:
- (a) If surveillance shows nonconformity with the requirements of such nature that immediate withdrawal is not necessary.
 - (b) If a case of improper use of the certificate or the mark (e.g. misleading publications or advertisement) is not solved by appropriate corrective actions by the Client in due time.
 - (c) After the Client obtained agreement from TRS for a limited period of non-production or for other reasons.
 - (d) If there has been contravention of the requirements of the certification scheme or actions bringing the certification scheme or the certification body into disrepute.
- (4) A certificate or licence shall be withdrawn in the following cases:
- (a) The Client applies for license cancellation.
 - (b) If the surveillance shows serious nonconformity (e.g. the certified product is hazardous).
 - (c) In case of suspension, if the actions are taken by the Client are inadequate. Prior to the withdrawal, the Client will be noticed for a max. of 60 days.
 - (d) If the Client fails to settle financial obligations in due time. Prior to the withdrawal, the Client will be noticed for a max. of 30 days.
 - (e) If there is any other contravention of the licensing agreement. Prior to the withdrawal, the Client will be noticed for a max. of 60 days.
- (5) Advice of suspension or withdrawal shall be sent by TRS by registered letter (or equivalent means) to the Client, stating the reason and date of the termination of the licence. Before declaring a certificate, suspended, withdrawn, restricted or invalid, TRS gives the Client the opportunity to state his views, unless such a hearing is impossible owing to urgency of the actions to be taken

- (a) _____
- (b) _____
- (c) TÜV Rheinland Singapore Pte Ltd.
- (d) Member of the
- (e) TÜV Rheinland Group
- (f) _____
- (g) Registered place of business: Chief Operating Officer
- (h) _____
- (i) TÜV Rheinland Singapore Pte Ltd. Heide Mateo
- (j) 25 International Business Park
- (k) # 01-57/58 German Centre
- (l) Singapore 609916
- (m) Tel: 6562 8750, Fax: 6562 8759
- (n) _____

7. Payment

- (1) The Client shall pay to TRS all expenses quoted in relation to the surveillance, including sampling, test, assessment and administration cost.

8. Confidentiality

- (1) TRS ensures that confidentiality is maintained by its employees concerning all confidential information with which they become acquainted as a result of their contacts with the Clients.

9. Coming into Effects

- (1) The Testing and Certification Regulations are effective as of 1 July 2006. The previous regulations cease to have validity as of that date.

10. General Business Conditions

The General Business Conditions of TRS shall also apply to the commercial dealings between the client and TRS and shall be available to the client. In the event of any conflict or discrepancy between the General Business Conditions and these Regulations, these Regulations shall prevail.