



Testing and Certification Regulations for Products

1. General

- 1.1. These Testing and Certification Regulations apply to tests, product inspections, factory inspections, combined factory inspection / quality system audits and certificates issued as well as other conformity assessment procedures in accordance with applicable directives, standards and regulations and to certifications carried out by TÜV SÜD America, Inc. (TÜV).

Upon receipt of the first certificate the client automatically becomes a member of the certification system of TÜV and remains a member as long as one certificate is valid.

With each order the client recognizes the current version of the Standard Terms and Conditions and the Testing and Certification Regulations of TÜV. Existing contractual relationships (testing, certification etc.) are also subject to the currently valid version of these documents.

Prior to placing an order, the client will inform TÜV if the product to be tested / certified has already been tested / certified in a similar way by another organization.

- 1.2. The services offered by TÜV also include advising clients on certain matters. This advice covers information such as approval procedures in other countries. No advice is given on the development of products falling under the scope of work being addressed.
- 1.3. The certification body evaluates the documents submitted by the testers. It decides on whether a certificate is to be issued and handles disagreements concerning certification by complaint procedures.
- 1.4. Certificates are not valid until all TÜV requirements in connection with the testing and certification of the product have been satisfied.
- 1.5. Employees and representatives of accreditation / regulatory authorities may participate in witness audits of TÜV at the business premises of the certificate holder, manufacturer or subcontractor.

2. Product testing and evaluation

- 2.1 The client submits a written order to TÜV and provides the appropriate sample(s) and necessary documents free of charge. At TÜV's discretion, TÜV may use its own laboratories, client facilities and/or subcontracted facilities to conduct testing.
- 2.2 TÜV decides if the sample should be retained or returned to the client at the client's expense. Samples and documentation are to be sent to the appropriate facility on demand at the client's expense. TÜV always retains the test/evaluation records and is entitled to make them accessible to authorities (e.g. Regulatory Agencies and Accreditation Bodies), together with the sample, if necessary. Individual agreements to the contrary are invalid.
- 2.3 TÜV is not liable for the loss of or damage to samples arising from testing, evaluation, theft, water, storms, floods, fire, etc..

3. Product certification

After successful completion of product testing, evaluation and/or factory inspection as appropriate to the certification

scheme, TÜV will award a certificate either with or without approval to use a certification mark. If product certification did not include manufacturing surveillance, the product may not be labeled with a TÜV certification mark. For certifications to ENERGY STAR® requirements, factory inspection is not required.

- 3.1. A certificate entitling the holder to use a TÜV certification mark is not permitted until a first factory inspection procedure has been successfully completed. Regular follow-up inspections in accordance with TÜV factory inspection procedures are necessary for the mark to be retained.
- 3.2. The certificate holder is entitled to use the mark(s) indicated on the certificate. The certificate is valid only for the certificate holder, products and factories named in the certificate. The certificate holder shall not transfer the certificate to third parties nor may third parties use the certificate or certification mark.
- 3.3. Should TÜV be forbidden to use a mark or withdraw a mark, the certificate holder will also cease to use the mark. If possible, TÜV will then make an alternative mark available.
- 3.4. Marks may only vary geometrically in size. Colors other than those on the certification mark list must be agreed to in writing.

The certification mark of TÜV may only be used for products that conform to the successfully tested type and the specifications in the test report or any supplementary agreements. The necessary operating and assembly instructions must be supplied with the product in the appropriate language of the country of destination.

The modular TÜV mark allows various fields of testing to be presented by means of one certification mark.

If a product is manufactured at several manufacturing sites that have different qualifications, the qualification level of the respective manufacturing site may only be used if different designations are given to the models. Otherwise only the level of qualification that applies to all manufacturing sites may be used for advertising.

Certificate holders have responsibility for ensuring that products comply with certification requirements. The certification mark holder must regularly monitor the production of products that have been awarded the mark to ensure that products conform to test specifications. It must conduct regular verification tests and record all nonconformities and corrections of nonconformities.

Certificate holders must maintain a record of all complaints made known to them relating to a product's compliance with requirements of the relevant standard, and other hazards that may arise after certification. These records must be made available to TÜV when requested. Certificate holders must take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification, or safe use of the product. Actions taken shall be documented.

After certification, the certification body must be notified of any changes made to the product prior to releasing the product for sale or distribution. The certification Body will decide whether the manufacturer must demonstrate



compliance with the standard rules of technology or whether the test lab must carry out additional testing in order for the mark to be retained.

The manufacturer or importer and type designation must be clearly indicated at least once on each product in order to establish the identity of the product from the assembly line with the tested type.

- 3.5. If a sample does not comply with test standards and the product has already been distributed for sale, a certificate may only be issued for the modified test sample if the product is given a model identification number different to that previously sold.
- 3.6. The certification body must be informed without delay of production facility relocation, new ownership or a change in the production process, which may affect the certified product. In this case as well as other cases, the certification body may also require that a control mark be used together with the test mark to permit identification of different manufacturers. If there is a change of production facility TÜV can at TÜV's discretion inspect and approve the production facility before products that are produced there may be labeled with the certification mark.
- 3.7. Factory inspections and/or other market surveillance is required for certificates with TÜV certification marks (Not applicable for ENERGY STAR® Certifications.)
 - 3.7.1. To ensure that the product characteristics on which a certificate has been issued are maintained, the certification body regularly inspects the production and testing facilities and the quality assurance measures at the expense of the certificate holder.
 - 3.7.2. The follow-up Factory Inspection service may be integrated in a Management System surveillance / repeat audit should the manufacturer have a Management System Certification with TÜV for the factory.

To ensure production quality, additional pre-shipment inspection may be agreed, in which samples from the products to be shipped are checked for conformance to the tested and certified type.

- 3.7.3. The certificate holder must ensure that the certification body can visit any location where certified products are stored or manufactured, either domestic or abroad at any time without previous notification, even if these locations are not his own production facilities or business premises and, if necessary, that the certification body may take as many products, free of charge, as required for verification tests.
- 3.7.4. The certificate holder must ensure that all quality management system and production records are open and readily available for inspection by the certification body.
- 3.7.5. The certification body has the right to perform verification tests on certified products on the market. Should the certification requirements not be fulfilled due to unauthorized modifications for example, which lead or could lead to cancellation, the certificate holder bears the costs of re-testing, and/or inspecting and/or evaluating the product and/or inspecting the factory.
- 3.8. Additional certificates can be issued in addition to the existing (basic) certificate [e.g. if the product is placed on the market with a name different to that on the (basic) certificate or - in agreement with the (basic) certificate] if a third party is to

have a certificate for this product. The content and validity of this certificate shall be dependent on the (basic) certificate.

3.9. ENERGY STAR® Requirements

3.9.1 The Client agrees that as part of the ENERGY STAR® program, Client will meet those requirements outlined in the Testing and Certification Regulations for Products, including those requirements identified below:

- Client agrees that all data from testing for the ENERGY STAR® program can and may be provided to EPA as part of regular correspondence with EPA within the program.
- As part of the ENERGY STAR® program, the client agrees to annual verification testing of up to 10% of the ENERGY STAR® Certified Models as identified by TÜV and/or US EPA. Costs associated with procurement, transfer and verification testing of the selected models are the sole responsibility of the Client. Samples will be purchased from the open market unless otherwise arranged with TÜV, and Client will provide at least 3 retail outlets where the product can be purchased "off the shelf".
- TÜV reserves the right to arrange for verification testing at the accredited ENERGY STAR® Testing Laboratory of its choice. If testing must be done at Client's manufacturing sight, Client agrees to allow testing laboratory personnel to test at the manufacturing sight according to TÜV's schedule.
- If the findings of ENERGY STAR® testing are Challenged, Client agrees to allow Challenge Testing as defined by EPA ENERGY STAR® Regulations to be completed on a representative sample of the equipment in question, at no charge to client, and have the results of that testing reported to EPA.

3.10. Field Evaluation

After successful completion of the evaluation the TSC representative will affix a label on the product evaluated. The label does not constitute a certification and is not transferable.

The label holder shall inform the Certification Body immediately and provide a corrective action plan if the labeled product is subsequently found to be non-conforming or to be hazardous.

4. Expiry or cancellation of a certificate

4.1. A certificate expires if

- the period of validity expires, unless the certificate holder applies for renewal 3 months prior to expiry and meets the relevant requirements;
- the certificate holder cancels in writing the automatic renewal of the certificate for the following year by September 30 of the current year or cancels their membership in the certification system;
- the certificate holder objects to amendments to the Standard Terms and Conditions, these Testing and



Certification Regulations, or the pricing and informs the certification body of this in writing within 6 weeks of their effectiveness or from the time that they are able to obtain information;

- bankruptcy, "follow-up" bankruptcy or enforcement proceedings are opened on the assets of the certificate holder or the opening of such proceedings is refused owing to insufficient assets;
- the certificate holder discontinues their business activities;
- the legal requirements or the standard rules of technology on which the certificate is based have changed. The validity of the certificate will be extended if TÜV conducts a verification test by a set date at the holder's expense to prove that the product corresponds to the new rules of technology;

4.2. The certification body may withdraw a certificate without notice or declare it invalid if :

- certification mark claims are not justifiable. In this case, TÜV will provide an alternative mark, if possible;
- misleading or unauthorized advertising is conducted when using the certification mark
- the certificate or certification mark are misused
- legal requirements are not met when a product is marketed;
- defects are subsequently identified which were or could not be identified during testing/certification; the same applies if a product with a mark proves to be defective or products manufactured later do not comply with the certified sample;
- a product is not or is no longer subject to the original basis for assessment (e.g. standard) or is mistakenly classified according to the wrong basis for assessment or in too low a class according to the relevant, regulation or requirement ;
- a product no longer meets the basic requirements so that the user, operator or third parties are exposed to considerable risks or the product is not suitable for the purpose indicated by the manufacturer and the defects cannot be corrected within a reasonable period of time;
- it is not possible for the test lab/certification body to inspect the production, testing or storage facilities, or the testing of the products by the test lab or the products are not made available within the specified time. The same applies if the follow-up service cannot be conducted within 4 weeks of a written request;
- during follow-up service, nonconformity is established in the product(s) or important certification requirements are not or are no longer being fulfilled;
- outstanding accounts are not paid despite reminders; all certificates can be cancelled if invoices remain partly unpaid;
- the certificate holder submits an application for the opening of bankruptcy, composition or enforcement proceedings or third parties pursue enforcement measures related to the certificate holder's rights from the certificate. The certificate holder undertakes to inform TÜV immediately of such measures;
- the certificate holder violates the testing and certification regulations.

- In addition, the above reasons also entitle the certification body to restrict, revoke or suspend certificates for a certain period. Cancellation or expiry of a certificate can be publicized. The certificate is to be returned to the certification body on cancellation or expiry, in all such cases. Continued advertising with the name TÜV is then not permissible.

4.3. TÜV is not liable for damages to the client arising from non-issue, cancellation or expiry of a certificate.

4.4. When a certificate expires or becomes invalid, the product named in the certificate may no longer be placed on the market using the certification mark.

A pro-rata reimbursement will not be made for certificates that expire or are declared invalid in the course of a calendar year. In this case unpaid annual fees must be paid in full.

The certificate holder of cancelled or expired certificates shall remove the certification mark from all available products, including those in the distribution system (product recall) or destroy the products and allow the certification body to verify this action.

For certification activities that are accredited by the Standards Council of Canada (SCC) the SCC is the final level of appeal in disputes between Clients and TÜV SÜD America regarding conformance with certification criteria. TÜV SÜD America will abide by all SCC decisions pertaining to the certification criteria.

4.5. TÜV reserves its right to publish the names of certificate holders and certified products for the purposes of consumer information and promotion.

4.6. The certification body must be informed without delay if the certificate holder discovers products were shipped that are labeled with a TÜV certification mark and potentially pose a safety risk. The certificate holder shall inform the certification body without delay of any damage arising from certified products.

5. Retention of test samples and documentation

Claims for damages cannot be made against TÜV if the test sample / documentation has been returned to the client and the client then cannot or does not make them available.

6. Violation of the Testing and Certification Regulations

TÜV is entitled to impose a contractual penalty of up to \$500,000 if the certificate holder violates these Testing and Certification Regulations. The same applies if products labeled with the certification mark are offered for sale before the certificate has been issued or if unauthorized advertising takes place, or if the certificate or certification mark is misused.

Any costs charged to TÜV by an accreditation body or directly incurred by the certification body or the test lab are to be born by the certificate holder if they result from a culpable violation, specific to these Testing and Certification Regulations. This also applies, in particular, if TÜV's actions were initiated by a supervisory authority or on the basis of other instructions and if such initiation proved to be justified.

7. Validity and changes to the Testing and Certification Regulations

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These Testing and Certification Regulations come into force on the effective date noted below and are valid until a new version is issued.

For more information on our services, and our numerous locations see our website:

www.TUVamerica.com

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