

1. Scope of Application

(1) The Testing and Certification Regulations govern all testing and certification services TÜV Rheinland Korea Ltd. ("TRK") 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 "Client," places an order directly with TRK or with a subsidiary of TÜV Rheinland AG, hereinafter referred to as "subsidiary."
- (2) The Client signs the General Agreement with TRK.
- (3) Tests are generally carried out in the laboratories of TRK, in a subsidiary or in laboratories bound by contract with TRK.
- (4) TRK adheres to ISO/IEC 17065 ("Requirements for bodies certifying products, processes and services") and ISO/IEC 17025 ("General requirements for the competence of testing and calibration laboratories").
- (5) Only the Client as the license holder (licensee) has the right to use the mark of conformity. The transfer of this right to any other party is not permitted.

3. Types of Certificates

- (1) On the basis of the favorable assessment and evaluation of test and audit reports the certification body of TRK issues the following certificates:
 - (a) Certificate of Conformity to certify that a product is in conformity with other specified requirements.

4. Rights and Obligations

- (1) The Client affirms the obligations:
 - (a) That the certified products specified in the license is and will be in compliance with applicable requirements stated in the standards and general and specific rules specified in the license.
 - (b) To produce the products, for which the license is granted to the same specifications as the sample that TRK found by the initial testing to be in conformity with the standard.
 - (c) To notify TRK beforehand of any changes in the product, the quality system or the manufacturing sites. Continued licensing may depend on the result of additional tests or inspections.
 - (d) That the persons representing TRK will have unobstructed access without prior notification to inspect the premises of the facilities covered by the license during the normal working hours of the facility involved.
 - (e) To take note of complaints, the findings of the recurrent production controls and of surveillance audits conducted by TRK or the subsidiary and improve nonconformities within an agreed timeframe.
 - (f) To keep required records and report to TRK any complaints regarding those aspects of the products covered by a license.
 - (g) To notify TRK promptly of any intended relocations of inspected manufacturing premises or the intended transfer of its firm to another firm or another firm owner. If changes are made to the company name, address or legal form, a new General Agreement must be signed and certificates shall be drawn up again at the client's expense.
 - (h) To pay fees for participation in the certification system and the issue of certificates. License fees, graded in units, shall also be paid annually for maintaining and filing of the certificates and for the use of test marks.
 - (i) Not to use its product certifications in such manner as to bring TRK into disrepute and not to make any statement

regarding its product certification or report nor any part thereof which TRK may consider misleading or unauthorized.
(j) That upon suspension or cancellation of certification, Client discontinues its use of all advertising matter that contains any reference thereto and returns any certification documents as required by TRK.

(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.
- (b) To complain to or raise an objection with the management of TRK, if he is not satisfied with decisions of the certification body made during the test, audit or certification procedure. TRK 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 TRK, the Client is free to call on the Governing Board, the accreditation body or take legal actions.
- (3) If the requirements applying to the products covered under this agreement are modified, TRK 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 TRK 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 TRK 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) TRK 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) TRK 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 TRK employees or by employees of the subsidiary.
- (3) If nonconformities come to the knowledge of TRK, this may lead to reduction of the inspection intervals, to suspension or to withdrawal of the license.

6. Expiration, Suspension or Withdrawal

- (1) Certificates and Licenses, which carry an expiration date shall automatically become invalid if not duly extended before.
- (2) 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 TRK for a limited period of non-production or for other reasons.

Testing and Certification Regulations of TÜV Rheinland Korea Ltd.



(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.

(3) A certificate or license shall be withdrawn in the following cases:

(a) If the surveillance shows serious nonconformity (e.g. the certified product is hazardous).

(b) In case of suspension, if the actions taken by the Client are inadequate.

(c) If the Client fails to settle financial obligations in due time.

(d) If there is any other contravention of the licensing agreement.

(4) Advice of suspension or withdrawal shall be sent by TRK by registered letter (or equivalent means) to the Client, stating the reason and date of the termination of the license. Before declaring a certificate suspended, withdrawn, restricted or invalid, TRK gives the Client the opportunity to state his views, unless such a hearing is impossible owing to urgency of the actions to be taken.

(5) The holder of the certificate automatically forfeits the right to continue to provide products listed in the certificate with test marks of TRK 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.

(6) 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 TRK by 15 November of the current year.

7. Payment

(1) The Client shall pay to TRK all expenses quoted in relation to the surveillance, including sampling, test, assessment and administration cost as outlined in the Guideline on Fees and Dues of TRK.

8. Confidentiality

(1) TRK 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.

(2) The Client accepts that TRK 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 an authority, such as an Accreditation Body, 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 licenses, attestations, certificates, etc. and incidents which occur and risks indirectly or directly connected with the tested products and/or management systems. TRK reserves the right to debit to the Client's account the cost incurred for identifying and clarifying such incidents.

9. Liability

(1) Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland Korea Ltd. for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland Korea Ltd. shall be limited to:

(a) in the case of contract with a fixed overall fee, five times the overall fee for the entire contract;

(b) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to two times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland Korea is limited in any event of damage or loss to 2.5 Mio Euro (or the equivalent in Korean Won).

This limitation on liability shall not apply to the absence of guaranteed qualities.

(2) The limitation on the liability of TRK shall be similarly applicable to its employees, agents, managerial staff, and constituent bodies.

(3) The limitation period for compensation claims shall be in accordance with the statutory provisions.

(4) TRK is not liable for any damage the Client may suffer as a result of the non-granting, suspension or withdrawal of a certificate.

TÜV Rheinland Korea Ltd.

2F, N-Tower, Semicolon Mulla, 25, Mulla-ro 28-gil,
Yeongdeungpo-gu, Seoul, 07298, Rep. of Korea
Tel. +82-2-860-9860, Fax: +82-2-860-9861
info@kor.tuv.com