

Certification Regulation of the Product Certification Body TÜV Rheinland Polska Sp. z o.o. (TRP)

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1. Scope

These general conditions and procedure guidelines regulate matters related to provision by TRP for its Clients of product certification services, related in particular to confirmation of product compliance with Community directives, harmonized norms, legal regulations, to control activities in the production plants from the point of view of quality and safety activities implemented in them and conduct of independent appraisal on the basis of examinations and inspection executed. If there are no norms, standards or legal regulations indicating the type and scope of product certification, the certification Program is prepared jointly by TRP and the client.

2. Basis of services provision

2.1 Services of product certification are provided on the basis of a specific executory contract, concluded with the client in compliance with the General Conditions of Contracting.

3. Certification regulation

3.1 General terms

3.1.2 The basis for provision of appropriate services in the framework of product certification may be constituted only by the reports from tests executed by laboratories accredited in compliance with EN ISO 17025 or analogous ISO norms or by the laboratories that in a trustworthy and verifiable way perform their work on the basis of these rules.

3.1.3 TRP provides appropriate services in the framework of product certification mainly on the basis of tests conducted in TRP. The basis for product certification may also be reports from tests executed by other laboratories, but they should not have been elaborated more than a year before the date of commencement of the certification, and should in addition be based on the tests basis currently in force. In exceptional cases TRP may conduct certification on the basis of reports older than one year.

3.1.4 If the client does not wish to sell the certified product under own name, it should document in the form of a „declaration concerning the marking“ under what marking the product will be introduced by the client onto the market.

If the client commissions TRP to conduct product certification where as a result TRP may issue an certificate, the client should confirm to TRP that it has not commissioned similar product certification from a different notified body.

3.1.5 The client may use the certificate granted only in relation with the specific product indicated in the certificate or attestation. Certificates may be limited to certain product contingents or parties only. If the certificate covers several types of products, and one or several types of products do not meet the certification requirements, TRP may limited the certificate in part, so that they cover only the products fulfilling the certification requirements. In special cases conditional issue of a Certificate is permitted, in such case the certified product has to meet the specific conditions within a specific period indicated by TRP.

3.1.6 For the product certification services provided, as well as for the certificate issue (or updating) , TRP is entitled to remuneration. Moreover, for the right to use TRP compliance markings, TRP charge varying license fees. TRP may decide that all amounts due, including license fees, are to be paid before the commencement of the product certification.

3.1.7 The certification services provided in the framework of a specific executory agreement and the certificates issued do not absolve the client from the warranty obligations for the product faults and from the civil liability for the product.

3.1.8 The certifying body– TRP reserves itself the right to pass to accreditation bodies, appropriate administrative authorities and notified entities in the EU as well as product users and other interested parties information on the certified products. Publication of such information does not require special consent of the client. The certification body TRP may in addition pass to third parties and make accessible to all the content of certificates granted, with the exception of confidential information related to production plants.

3.1.9 Customer sending an order declares that the product for which he applies for certification is identical in all respects (his design, construction, properties, subassemblies) from the sample originally submitted for evaluation

3.2 Product certification

3.2.1 Products Certification Body provide the following services:

- certification of products in accordance with current certification programs
- certification of compliance declaration

Type and detailed scope of each of the service provided for above is every time indicated in the specific executory agreement

3.2.2 As a result of the product certification services executed with a positive result, TRP shall issue the client with:

- compliance marking certificate – in case of compliance marking certification;
- certificate of compliance – for the assessment of conformity;
- certificate of verification of compliance declaration– in case of compliance declaration certification.

3.2.3 Product certifications conducted on the basis set out in the current versions of product certification programs and certification procedure

3.2.4 The period for which the certificate are issued as a result of the product certification conducted is every time indicated in the specific executory agreement.

3.2.5. TRP gives the client right to use the TRP compliance marking only after the conducted compliance marking certification. In case when the product certification is conducted in the scope of the compliance certification or compliance declaration certification, the client cannot be granted right to use the TRP compliance marking.

3.2.6. If the client of our client wants to sell a certified product / service under his own brand and wants to use the conformity mark, it is necessary to submit an application for a co-license certificate.

3.3 Rights and obligations of the product certification body (JCW) TRP

3.3.1 Any information relating to clients obtained in all stages of the certification process are treated as confidential and are protected by the TRP.

3.3.2 JCW TRP informs clients about the changes in the certification requirements (date of entry into force of the new requirements, conditions for maintenance certificate) if these changes require of the client adjustment measures adequate to his scope of certification.

3.3.3 TRP has the right to interrupt the certification process at every stage. TRP in any case must give reasons for the decision.

3.3.4 In appropriate cases referred to in paragraph 3.6 of this Regulation, the TRP has the right to:

- suspension of the certificate validity
- suspension or withdrawal of certification
- reduction the scope of certification

3.4 Rights of the client

3.4.1 The customer may apply for:

- interruption of the certification process and tests and evaluation
- extension of the scope of certification
- suspension of validity of the certificate
- prolong the validity of the certificate
- termination of the certificate

3.4.2 Client has the right to submit a complaint to the Director of the Certification Body (DJCW) in cases: process of product certification and supervision, tests and evaluation.

3.4.3 During the period of validity of the certificate or attestation the client has a right to:

- (a) to place compliance markings on its products if TRP has granted the client right to use such markings,
- (b) to use in publications etc. TRP compliance marking placed on the Certificate as an element advertising the product if TRP has granted the client right to use such markings,
- (c) to present in unchanged form the compliance certificates issued for advertising purposes,

In case when TRP has granted the client right to use the TRP compliance marking, it may demand presentation of all materials and documents on which the abovementioned marking has been placed, as well as summon the client to submit appropriate explanation in order to verify the correctness of usage of the TRP compliance marking.

3.4.4 Other advertising activities, not provided for in the above provisions, where the client in any way refers to TRP should be consulted with TRP.

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3.5 Client obligations

3.5.1 The Client undertakes to make available to the certification body all the documents required in the process of certification, testing and evaluation. The client must also provide access to areas of the company related to the scope of certification.

3.5.2 During the period of validity of the certificate the client is obliged to:

- constantly monitor the production of the certified products in order to ensure their compliance with the type approved,
- inform TRP of foreseen changes of the client location or intended changes in the ownership structure of the client,
- inform TRP of any intended changes such as changing product, manufacturing process or other changes affecting the structure or the characteristics of the product
- meet the obligations related to notification of the administrative authorities of all information resulting from the fact that the client is a producer or the entity introducing the product into circulation, independently from the fact of possession of certificate
- determine the new type name in case of changes introduced in the certified product, if the original version of the certified product is still manufactured and / or distributed in the market
- accept the right of TRP to transfer the collected information concerning the certification under the obligation of notification obligation resulting from legal or administrative provisions and to make available to the accrediting authority (upon its request) information, documents etc. relating both to the contract with the client as well as to its subject matter. This applies in particular to information concerning conduct of inspection, granting and withdrawing of permits, attestations, certificates and negative events and actions undertaken in order to protect from dangers related directly or indirectly to the tested products or certified systems. TRP reserves itself the right to proportionally charge the client with the costs incurred in relation with clarification of the abovementioned negative events.

3.5.3 Independently from the abovementioned obligations within the period of validity of the certificate of compliance marking and certificate of compliance the client has additional obligation to:

- make possible the execution by TRP of production control for the certificated products,
- implement in certain period preventive and corrective action, in relating to incompatibility identified by the TRP on the basis of controls and supervisory inspection conducted,
- keep files of all complaints regarding the product that have reached the client from the market or from third parties, store them and make accessible At the request of TRP, and inform it of the actions undertaken,
- if it is a holder of the TRP certificate, and not the product producer, conclude a contract with the factual producer concerning the producer's compliance with production conditions and tolerance of the necessary control activities and documenting these activities.
- immediately remove faults discovered at a later date that may influence negatively the safety of certificated by TRP products, and to undertake appropriate actions in order to minimize the damages that have resulted from them on the market. In all cases it is obliged to suspend the introduction into circulation of the faulty products and inform TRP of such.
- make possible for the accrediting body TRP to conduct Witness audits in its production plants and at the sub-contractors', it shall also oblige the subcontractors to accept the said audits,
- possess all necessary tools to control the production conditions,
- tolerate all control activities executed by TRP.

3.5.4 In the event of a change in the accreditation regulations or the basis of tests or changes in the intended use of the product, the customer is obliged to adapt the product subject to the changes [on the date indicated by JCW](#) and inform about it.

3.6 Expiry, termination, reduction, suspension or withdrawal of certification

Explanation of terms:

- * expiry: expiry of the validity of the certificate
- * termination: at the request of the customer
- * reduction: withdrawal parts of certified products
- * *suspension*: a temporary invalidation of the certificate
- * withdrawal of the certificate: cancel the validity of the certificate, together with all the rights to which entitled the certificate

3.6.1 A certificate expires if and when:

- the period of validity indicated on the certificate expires, unless the certificate holder applies for renewal
- the general contract or specific executory agreements are terminated, and in case of termination of a specific executory contract the certification issued to the client on the basis of the said contract expire also, and in case of termination of the general contract validity of all certificates issued to the client expires
- in case of issuing a certification of a compliance marking and certification of compliance validity of the said certificate expires when [at the time indicated by the JCW](#) certified product is not adopted to the changed accreditation requirements or test basis or the changed usage character.

3.6.2 Termination of the certification may be the consequence:

- written request to the Client, without giving a reason.

3.6.3 Reduction of the certification may be the consequence:

- the Client has not performed effective corrective action to eliminate incompatibilities identified in the supervision, for the part of certified products;
- part of the certified products is a threat to the user or third parties,
- a written request from a client;
- changes in laws.

3.6.4 Suspension of certificate validity

3.6.4.1. Suspension of certification can take place when:

- the client does not fulfill clients obligations referred in paragraph 3.5 of these Regulations
- certified products consistently or seriously does not meet certification requirements, including requirements relating to ensure conditions of stability and repeatability of manufacturing process of certificated products, in particular, to obtain a negative result in the supervision of the inspection, no reaction on incompatibility during the inspection in supervision, lack of response to the reported complaints, or not to accede to the inspection of short-term notification
- the immediate user, operator or third parties are exposed to considerable risks because of the products produced within the scope of functioning of the client's accredited system
- the client does not permit the conduct of a control resulting from the law on product safety, accreditation regulations, community directives or TRP certification regulations or renders the conduct difficult or limits it.
- the client has requested for a voluntary suspension
- the certificate holder fails to comply with financial obligations to the certification body

3.6.4.2. The decision about suspension of certificate validity takes DJCW stating the effective date of this decision. In addition, it is given information about duration of suspension and the conditions to restore the validity of the certificate.

3.6.4.3 If it is found that the product may cause danger to life or health, DJCW suspend certificate with immediate effect.

3.6.4.4 The period of suspension of the certificate is included in the period of its validity.

3.6.5 Revocation of the certificate

3.6.5.1 Certificate revocation can take place when:

- the certified product no longer meets the basic requirements for the type and/or the immediate user, operator or third parties are exposed to considerable risks
- reasons for the suspension of the certificate and / or defects in the product and inconsistencies observed during the cyclic review, inspection, inspection at the market or otherwise are not eliminated by the client in specified time or the suspension of the certificate exceeds 6 months
- advertising using the certificates, attestations or compliance markings is misleading or is inadmissible for other reasons,
- the client does not comply with the provisions of the general contract and the stipulations of the specific contracts,

3.6.5.2 The certificate is automatically revoked in case of termination of specific agreement or / and a general agreement

3.6.5.3 In case where is revoked a certificate entitling to label the products with mark of conformity DJCW should also decide about the consequences of certified products, that is, whether the mark of conformity should be removed from all products in stock, and maybe even products that are already on sale, and any other necessary action .

3.6.5.4 The certificate holder has the right within 30 days from receipt of the decision about revoke a certificate to appeal to DTRP

3.6.6 TRP may terminate the specific executory contract with immediate effect in the following cases

- the client does not comply with the provisions of the general contract and the stipulations of the specific contracts
- certificates, attestations and their copies have been falsified
- the clients uses also compliance markings for the products for which the markings have not been granted, or which are not covered by the certified system, what constitutes a misuse and liquidates the basis of trust-based cooperation

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(d) advertising using the certificates, attestations or compliance markings is misleading or is inadmissible for other reasons

(e) payment due are not paid by the client within the agreed upon deadlines

(f) during the control or inspection certain facts were not identified or identified but not assessed correctly or there was no possibility of their identification, and such facts could constitute an obstacle in granting the certificate. This applies for example when: the products were erroneously classified to certain risk classes or wrongly classified from the point of view of their purpose,

3.6.7 Termination of a specific executory agreement is executed by submission of a written statement to the client. Before the termination of a specific executory agreement TRP makes it possible for the client to present its position in the said master, unless the necessity of immediate termination of the contract excludes the possibility to consult with the client.

3.6.8 In case when the violations stipulated in Pt. 3.5.1-3.5.3 are repeated or are burdensome, or the client did not take a position in the master after being called upon to do so by TRP or did not remove the violations in the period indicated, TRP may terminate the general contract with immediate effect.

3.6.9 In case of expiry or suspension of the Certificate the client has no right to use the TRP compliance marking if such right was previously granted to the client by TRP. In cases when the certificate expires, their original should be returned to TRP. Certification should also be returned when it has been suspended.

3.6.10 TRP may inform the public of termination, reduction, suspension or withdrawal of certification. In particular in case of violations it may transfer to the appropriate authorities,

supervisory bodies, accrediting entities, other „licensed entities” and „notified entities”, type approving bodies, importers and other potentially interested parties information about the names and addresses of the clients, type of violation and/or reason for invalidation of the certificate, or information regarding the products etc.

3.6.11 TRP is not liable for the negative consequences that the client will be subject to in relation with its not being granted, termination, reduction, suspension or withdrawal of certification.

3.7 License fees

For the right to use TRP compliance markings, the client is obliged to pay TRP license fees.

The amount to be paid as license fee depends on the scope of certification and is levied in a 12-months cycle calculating from the date of Certificate issue. The client should inform TRP in writing of all changes that should be taken into consideration in the license fee calculation for the next accounting period no later than 1 month before the end of the accounting period. The client is in no event entitled to reimbursement of the license fees paid out to TRP.

4. Supervision and control

In case of provision of services of certification for compliance and compliance marking TRP, TRP has a right to conduct control activities of the products and production location controls.

4.1 Control of production locations

4.1.1 In order to ensure stable quality of the certified products TRP may conduct control activities at the production plants at least once a year.

4.1.2 If such inspections of the production plants or information about the products received from third parties or in a different way shall raise TRP doubts, it may intensify the specific control activities. In special cases it may order testing of the products before their first shipment.

4.1.3 TRP may in addition without notice conduct control of products listed in the Certificate of compliance and inspect the production plants and warehouses (in case of foreign Certificate holders, also warehouses of importers or representatives and branch offices). TRP may for free sample products listed in the certificate of compliance for testing purposes and conduct controls also in production plants and warehouses.

4.1.4 In extraordinary cases in order to ensure stable quality instead of production plants inspection may be conducted tests in the location representative for serial production. TRP may delegate the execution of control activities on its behalf to other independent and competent entities.

4.2 Supervision of the product on the basis of technical documentation control

4.2.1 In order to maintain validity of certificates of compliance, control of technical documentation of the product is conducted. Control of the product technical documentation is executed with frequency indicated in the specific contract, at least though once a year. In the framework of this control is judged the constant compliance with the specified requirements of the product, technological process etc.

4.2.2 Documentation control may take place both at the TRP seat and at the client's seat. The venue of control is agreed upon between the TRP employee and the client.

4.2.3 The result of this control is binding for the purpose of deciding to terminate a specific executory agreement

4.2.4 In case of complaints from the market received by TRP regarding the certificated products, TRP is entitled to demand from the client immediate delivery of documentation necessary to clarify the situation in the form of an unplanned technical documentation control. Such control is conducted at the cost of the client.

4.3 Supervision of the product based on the test and / or inspection of samples from the market

4.3.1 In order to ensure stable quality of certified products TRP may conduct a test or inspection of samples taken from the market

4.3.2 During the tests or inspections samples are evaluated for continued compliance.

4.3.3 Result of surveillance is mandatory for taking the decision about terminate the specific executory contract.

4.3.4. Place and way of taking samples from the market sets the Products Certification Body TRP

4.4 Costs of supervision

4.4.1 The Clients are responsible for the costs of the supervision.

4.4.2 If the Client refuses to allow to conduct control shortly (1 week) before its agreed date, it is charged the costs already incurred as per fixed sum or lump sum.

5. Market control

5.1 TRP may at any given moment take sample from the market products certificated by TRP to conduct control tests.

5.2 If during the control tests are revealed discrepancies with regard to the certified prototypes or faults of the products produced with a certified system, the client receives a written report from the test accompanied by a request to remove faults and reimburse the costs of the control activities.

6. Marking product with mark of conformity TRP

6.1 The client, who obtain in the process of certification the right to using a mark of conformity TRP is obligated to acquaint themselves with the rules relating to use of marks of conformity.

6.2 Rules relating to use of the mark of conformity TRP have been identified in a “General and Common Terms and Conditions of Usage for all variants of the TÜV Rheinland test mark”

7. Breaches of the certification regulation

7.1 In case of ascertainment of a violation of the certification regulation by the client of its own fault, TRP is entitled to impose a contractual penalty of up to EUR 25.000 on the client. For every breach TRP is entitled to demand compensation exceeding the value of the contractual penalty. This applies in particular to:

- illegal use of certification marks or
- if unauthorized advertising takes place using the compliance marks or compliance certificates issued by TRP

7.2 TRP reserves itself also the right to terminate the general contract and the specific executory agreements with immediate effects and invalidate the remaining certificates in possession of the Client if as a result of a violation by the client of the certification regulation the TRP trust in the Client is shaken.

7.3 If the client does not meet the obligations provided for in Pt 3.5 TRP may start on its own appropriate actions. These include:

- inform the appropriate bodies in order to minimize damage on the market
- inform the controlling authorities, accreditation units and other “licensed entities” and “notified entities”

7.4 TRP reserves itself the right to demand from the client reimbursement of costs incurred in relation to the violation by the client of the certification regulation. Such costs are for example costs of:

- comparative tests of certified products with the products from the market
 - necessary analyses
 - inspections of production plants, control of the cargo onboard ships, control of stock on hand and other actions that TRP deems necessary.
- Costs of the aforementioned actions will be calculated by TRP on the basis of the costs incurred on the basis of the price listing in force.

8. Appeals and complaints

The Client may appeal to the TRP directors regarding the reports created during the tests, inspection and certification, it is also entitled to lodge a complaint.

TRP should provide the Client with exhaustive justification of its decisions. If the Client does not accept the justification presented and an amicable solution is not reached with the TRP directors, TRP may refer the matter to the courts.

9. Effectiveness

The certification Regulations come into force on the effective date of 2019-02-15. All antecedent regulations are ineffective from this date.