

Testing and Certification Regulations of TÜV Rheinland Taiwan Ltd. (TRTW)



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

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1. Scope of Application

(1) The Testing and Certification Regulations govern all testing and certification services TÜV Rheinland Taiwan Ltd. ("TRTW"), 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 TRTW or with a subsidiary of TÜV Rheinland Holding AG, hereinafter referred to as "subsidiary".
- (2) The Client signs the General Agreement with TRTW.
- (3) Tests are generally carried out in the laboratories of TRTW, in a subsidiary or in laboratories bound by contract with TRTW.
- (4) TRTW adheres to ISO/IEC 17065 ("Conformity assessment – Requirements for bodies certifying product, processes and services") and ISO/IEC 17025 ("General requirements for the competence of testing and calibration laboratories").

3. Type of Certificates

- (1) On the basis of Certification Schemes (ISO/IEC 17067, Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes), or the favorable assessment and evaluation of test and audit reports, the certification body of TRTW issues the following certificates:
- (a) Certificate of Conformity according to the DENAN law in its capacity as a RCAB.
 - (b) Test mark certification for private test marks of TRTW.
 - (c) Certificate of Type Approval according to R.O.C. National Communications Commission (NCC) Compliance Approval Regulations on Controlled Telecommunications Radio-Frequency Devices.
 - (d) Certificate of Conformity to certify that a product is in conformity with other specified requirements.

4. Obligations and Right

- (1) The Client affirms the obligations:
 - (a) Always fulfils the applicable certification requirements and

general and specific rules specified in the standards, including implementing appropriate changes when they are communicated by the certification body.

(b) If the certification applies to ongoing production, the certified product continues to fulfil the product requirements.

(c) Makes all necessary arrangements for

- the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
- investigation of complaints;
- the participation of observers, if applicable.

(d) Makes claims regarding certification consistent with the scope of certification.

(e) Does not use its product certification in such a manner as to bring TRTW into disrepute and does not make any statement regarding its product certification that the TRTW may consider misleading or unauthorized.

(f) Upon suspension, withdrawal, or termination of certification, discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.

(g) To provide copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

(h) In making reference to the certified product in communication media such as documents, brochures or advertising, to comply with the requirements of TRTW or as specified by the certification scheme.

(i) To comply with any requirements prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;

NOTE: See also ISO/IEC 17030, ISO/IEC Guide 23 and ISO Guide 27.

(j) To keep a record of all complaints made known to it relating to compliance with certification requirements, certification scheme and makes these records available to TRTW when requested, and

- takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- documents the actions taken.

(k) To inform TRTW, without delay, of changes that may affect its ability to conform with the certification requirements, e.g.

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- modifications to the product or the production method,
- contact address and production sites,
- major changes to the quality management system.

(2) The Client has the following rights:

- (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 TRTW, if he is not satisfied with decisions of the certification body made during the test, audit or certification procedure. TRTW 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 TRTW, 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, TRTW 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 TRTW 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 TRTW 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) TRTW 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) TRTW 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 TRTW employees or by employees of the subsidiary.

(3) If nonconformities come to the knowledge of TRTW, 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, and 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 TRTW 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.

(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.

(e) Client applies to terminate certification.

(4) Advice of suspension or withdrawal shall be sent by TRTW 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, TRTW gives the Client the opportunity to state his views, unless such a hearing is impossible owing to urgency of the actions to be taken.

7. Confidentiality

(1) TRTW 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 TRTW 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. TRTW reserves the right to debit to the client's account the cost incurred for identifying and clarifying such incidents.

8. Coming into Effect

The Testing and Certification Regulations are effective as of 1 July 2015. The previous regulations and terms and conditions, if any, shall cease to have validity as of that date.

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