

Certification Regulations



Scope:

This Certification Regulations apply to the TÜV SÜD Korea Ltd. Trading as TÜV Asia Pacific TÜV SÜD Group. Specifically for the following companies:

Company	Web site
TÜV SÜD Taiwan	www.tuv-sud.tw
TÜV SÜD China Shanghai	www.tuv-sud.cn
TÜV SÜD China Guangzhou	www.tuv-sud.cn
TÜV SÜD PSB Philippines Inc.	www.tuv-sud.ph
TÜV SÜD Japan Ltd.	www.tuv-sud.jp
TÜV SÜD South Asia	www.tuv-sud.in
TÜV SÜD China Beijing	www.tuv-sud.cn
TÜV SÜD (Thailand) Limited	www.tuv-sud.co.th
TÜV SÜD VIET NAM Co., Ltd,	www.tuv-sud.vn
TÜV SÜD (Malaysia) Sdn Bhd	www.tuv-sud.com.my
TÜV SÜD PSB Pte Ltd	www.tuv-sud-psb.sg
PT TÜV SÜD Indonesia	www.tuv-sud.co.id
TÜV SÜD MIDDLE EAST LLC	www.tuv-sud.ae

Hereinafter solely and jointly referred to as TSC (TÜV SÜD Company).

The Certification Regulations apply to:

- the auditing and certification of management systems (hereinafter referred to as system)

These Certification Regulations apply under the legal system of the relevant Certification Body's location as appropriate for the requested service.

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Certification Regulations



1. General regulations

1.1 General

- 1.1.1 These Certification Regulations apply to audits/tests procedures on basis of other appointments as well as all other certification activities carried out by TSC. The services offered by TSC also include information on normative requirements or approval procedures.
- 1.1.2 On issue of the first certificate, the client automatically becomes a TÜV SÜD certification-system partner and remains so for as long as at least one certificate is valid. A certificate only becomes valid after all financial and technical requirements in connection with the audit/test and system/product certification have been fulfilled. If a certificate is awarded subject to certain requirements, the certificate holder undertakes to satisfy these requirements within the defined deadlines. If the requirements are not fulfilled within the defined deadlines, the certificate will be deemed withdrawn on expiry of said deadlines and will have to be returned by the certificate holder to the issuing TSC without delay.
- 1.1.3 Prior to placing an order, the client shall inform TSC of the name and relevant activities of any other organization which has already audited/certified/tested or is in the process of auditing/certifying/testing the same system in a similar way. With each order the client agrees to comply with the current version of these Certification Regulations as terms of the contract. Existing contractual relationships are governed by the respectively valid versions of these Certification Regulations.
- 1.1.4 The Certification Body of the relevant TSC evaluates the documents submitted by the auditors/testers. It decides whether a certificate is to be issued and handles disagreements/appeals concerning certification via the appropriate procedure.

Appeals and Complaints shall be addressed directly to the Certification Bodies of the respective TSC. The Certification Bodies maintain documented procedures governing the “Client Complaints, Appeals & Distributes Handling”. A description of these procedures is made available to the public.

The Certification Body will forward complaints about certified clients within an appropriate period of time to the certified clients in question.

The client has a right to raise the appeal to Accreditation Body if the client has complaints, appeals and disputes on TÜV's certification works.

- 1.1.5 Certificates based on standards valid on the date of issue of the certificate.

Unless otherwise agreed in writing, the Certification Body only issues a certificate fulfills all certification-relevant legal requirements, applicable standards, and other certification-relevant criteria at the time of its issuance.

The time of placing the order or conclusion of the contract is irrelevant in this regard.

The holder must at all times associate the certificate with any annexes issued with it. The certificate (and any duplicate certificates) is not transferable and shall remain the property of TSC.

- 1.1.6 The client shall ensure that auditors/representatives of the respective authorized bodies (e.g. regulatory appointment body, accreditation body or certification scheme owner) are entitled to participate in so called “observed and witness audits” on the business premises of the client/manufacturer and/or their subcontractor/supplier.
- 1.1.7 Where on-site activities (e. g. audits, inspections) conducted by TÜV SÜD personnel require personal protective equipment, TÜV SÜD and the client shall agree upon supply of such in advance of any visit.
- 1.1.8 If, in addition to an electronic or other copy, a hard copy of a audit/test report is prepared and transmitted to the client, the hardcopy will prevail and be legally binding in case of conflict.
- 1.1.9 Each certificate is subject to the existence of a valid certification contract/order.

The certification contract/ order / membership in the certification-system may be terminated in whole or in part: if the individual contractual regulations, the respective guidelines/rules/procedures, or the guidelines/regulations of the Certification Bodies do not define other periods of notice.

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- I. by termination without cause
 - for system-certifications: with three (3) months notice to the next scheduled audit date (for the surveillance respectively the recertification audit) by the certificate holder or the TSC.
- II. by termination for cause at the terminating party's choice with or without notice, in particular (but not only) in case the certificate issued on the basis of the certification contract/ order may be withdrawn, revoked or restricted according to the following regulations in paragraphs 1-2.1 – 1-2.3.

Terminations have to be made in writing to be effective.

If the validity of a certificate ends or if the certificate is revoked, withdrawn or expires irrespective of the reason, the underlying certification contract/order for this certificate will also expire automatically without requiring separate termination. This does not apply if the contracting parties have agreed on continuing the contractual relationship prior to its automatic expiry.

In case where the holder's last remaining certificate is no longer active, the certificate holder's membership of the holder in the certification-system of TÜV SÜD is suspended.

The expiry of the certification contract/order will not affect any existing claims against the client, e.g. unsettled receivables. All costs and expenses for upcoming surveillance or auditing/testing of the certified system or product already incurred can be claimed.

The requirements of these Certification Regulations stay valid until three (3) years after the end of the certification contract/ order and/or in the case of expiration or withdrawal of a certificate the related part of the contract/order.

- 1.1.10 Should any individual provision of this Certification Regulations or any part of any provision be or become void or unenforceable, the validity of the remaining Certification Regulations hereof shall in no way be affected. In such case the void and/or unenforceable provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of the void and/or unenforceable provision.

1.2 Expiry, withdrawal or suspension of certificates

1.2.1 A certificate expires automatically or is deemed to be withdrawn if

1.2.1.1 the indicated period of validity expires;

1.2.1.2 the certificate holder becomes subject to bankruptcy laws or makes any arrangements with their creditors; or who has a receiver or administrator appointed for their business and the certificate holder does not inform in writing the relevant Certification Body.

1.2.1.3 the certificate holder permanently discontinues business operations without a legal successor;

1.2.1.4 the legal requirements, the requirements of respective authorities (e.g. regulatory appointment body, accreditation body or certification scheme owner) or the codes of practice on which the certificate is based change, unless the certificate holder demonstrates, within a certain defined period, through repeat audit carried out by TÜV SÜD at the certificate holder's expense that the product or system is in line with the new requirements or the codes of practice;

1.2.1.5 the underlying (basic) certificate becomes invalid.

1.2.1.6 the certificate holder is obliged to withdraw the certified/product service from the market.

1.2.2 The Certification Body in the related TSC is entitled to withdraw or revoke a certificate at its own choice with or without notice if

1.2.2.1 further use of a certification mark/certificate is no longer justified, i.e. no longer meaningful within the market context or is prohibited by law; in such cases, TSC will provide an alternative mark, if possible;

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- 1.2.2.2 misleading or unauthorized advertising is conducted, specifically in connection with certification marks or certificates, or certification marks or certificates are misused, or legal requirements not met when a product is marketed; or such misuse is tolerated by the certificate holder;
 - 1.2.2.3 the certificate holder fails to pay outstanding invoices to TSC, despite receiving reminders to that effect. Failure to make partial payments may also lead to withdrawal of all certificates;
 - 1.2.2.4 the certificate holder files for insolvency or similar proceedings or the opening of such proceeding is rejected for lack of assets;
 - 1.2.2.5 the certificate holder violates these Certification Regulations and/or the related part of the business contract/order, unless such violation is due to isolated careless or insignificant acts.
 - 1.2.2.6 TSC has the right but no obligation to give the certificate holder a respite to fix the violation;
 - 1.2.2.7 the Certification Body forms the opinion that the certified product or system does not comply with the standard, or with any amended or new edition of the standard within the period of time allowed to the holder by the Certification Body to adapt the product or system, or that the holder has breached any of the conditions endorsed on the certificate;
 - 1.2.2.8 the certificate holder makes untrue statements to TSC or withholds important facts from TSC relevant to the basis for the certification;
 - 1.2.2.9 the certificate holder fails to comply with these Certification Regulations and/or a related part of the business contract/order (e.g. the relevant actual prices and fees) within 6 weeks after such amendments have come into effect or within 6 weeks after the certificate holder has had the possibility of taking note of them;
 - 1.2.2.10 it comes out that the certificate holder did not fulfil the requirements for the certificate issue right from the start.
- 1.2.3 In addition to the reasons noted in the above cases (1-2.1 and 1-2.2) certificates may with regards to time and content be restricted, or suspended.
- 1.2.4 The Certification Body of the related TSC is entitled to publish details of the expiry, withdrawal and suspension of a certificate. Continued advertising or other use of the certificate/mark or the name of TSC is prohibited in all such cases. A certificate that has expired, has been withdrawn, has been revoked shall be immediately returned to the Certification Body and/or destroyed upon the Certification Body's written request. License fees paid in advance shall not be reimbursed; those not yet been paid shall be paid in full.
- 1.2.5 Apart from cases of willful intention and gross negligence, TSC shall not be liable for any disadvantages arising for the client from non-issue, expiry, withdrawal or suspension of a certificate.

1.3 Advertising; publishing of certificates and certification marks; information

- 1.3.1 A certificate or mark referring to a management system may only be used to promote the system concerned.

Any statement that the certified client has a certified management system can be used on product packaging(considered as that which can be removed without the product disintegration or being damaged) and/or accompanying information(considered as separately available or easily detachable).

- However, the statement shall not be used directly on the product. Also, the mark shall not be used.
- The statement shall in no way imply that the product, process or service is certified by the means.
- The statement shall include reference to,
- identification (e.g. brand or name) of the certified client

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- the type of management system (e.g. quality, environment) and the applicable standard
- the certification body issuing the certificate

It is not permitted its marks to be applied to laboratory test, calibration or inspection reports, as such reports are deemed to be products in this context.

The certificate holder is fully responsible for ensuring that statements concerning a certified system are used in a permissible manner.

- conforms to the requirements of the certification body when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,
- does not make or permit any misleading statement regarding its certification,
- does not use or permit the use of a certification document or any part thereof in a misleading manner,
- upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by the certification body
- amends all advertising matter when the scope of certification has been reduced,
- does not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process,
- does not imply that the certification applies to activities that are outside the scope of certification, and
- does not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.

The certificate holder assumes full and complete responsibility for the use and the legitimacy of all statements concerning the issued certificate, certification mark or audit report about a certified system/product as well as for the correct application/publicity by their customers.

Audit reports prepared by TSC may only be quoted with their exact and complete wording, giving the date of issue. Use of the audit report prepared by TSC or the name of TSC for advertising purposes is in any case subject to prior written approval.

1.3.2 TSC is entitled to publish the names of certificate holders and audited management systems and the like for consumer information and advertising purposes.

The Certification Body shall keep all other records about clients and certified products and systems confidential unless instructed to the contrary by a court or respective authority (e.g. regulatory appointment body, accreditation body or certification scheme owner). All employees of TSC and their agents are bound by confidentiality requirements to this effect.

1.3.3 Clients

1.3.3.1 shall comply with the requirements of the Certification Body with respect to referencing their certification status in communication media (e.g. Internet, brochures, advertising materials or other documents);

1.3.3.2 makes all the necessary arrangements for

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

1.3.3.3 makes claims regarding the certification consistent with the scope of certification

1.3.3.4 provides copies of the certification documents to other, if requests, the documents shall be reproduced in their entirety or as specified in the certification scheme.

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- 1.3.3.5 upon certificate suspension, expiry or withdrawal, shall discontinue use of their advertising materials containing reference to their certification status, in line with the instructions of the Certification Body;
- 1.3.3.6 shall amend all their advertising materials if their scopes of certification have been reduced;
- 1.3.3.7 shall not make or permit any misleading statements about their certifications;
- 1.3.3.8 shall not use any certification documentation or parts thereof in a misleading manner or permit such use;
- 1.3.3.9 shall not make or permit any reference to their management system certification which may imply product (including services) or process certification by the Certification Body (note: this includes laboratory test, calibration or inspection reports etc.);
- 1.3.3.10 shall not make or permit an implication that certification applies to activities outside the certification scope;
- 1.3.3.11 shall not use or permit use of their certifications in a manner discrediting the Certification Body and/or the certification scheme or jeopardizing public confidence.
- 1.3.3.12 shall inform the certification body without delay, of changes that may affect its ability to conform with the certification requirements.
- 1.3.3.13 shall comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product
- 1.3.3.14 shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body 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 and documents the actions taken.

1.4 Retention of documentation

System certification documentation shall be retained for the term of validity of the certificate plus one full certification cycles.

All other legal provisions going beyond the above shall remain unaffected.

Claims for damages against TÜV SÜD or TSC shall be excluded, in particular if the client fails or is unable to provide a document returned to or retained by him in an unchanged condition.

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2. Special Regulations for management system auditing and certification

2.1 General

TSC carries out management system (hereinafter referred to as "system") auditing and certification also in the regulated area.

The TSC does not perform consultancy services relating to management system establishment.

2.2 Preliminary system assessment, pre-audit

On request, TSC offers the following services which can also be independent of a certification procedure:

- 2.2.1 Based on management system documentation, improvement potential in the system description is pointed out in a preliminary assessment as compared with the requirements of the respective legal basis or standard. The client receives a report on the results of the assessment.
- 2.2.2 The aim of the pre-audit, the on-site and total scope of which is defined jointly with the client, is to draw attention to weak points in the system. The auditor informs the client of the results in a closing meeting; if requested, TSC prepares a pre-audit report. Only one (1) pre-audit may be carried out.

2.3 Certification procedure

2.3.1 Preparation

2.3.1.1 Informational meeting

At the client's request, the following points can be discussed in advance:

- objective, benefits and prerequisites of certification
- steps in the certification procedure with respect to contents and time
- legal basis, standard governing the audit, audit scope
- cost estimate

2.3.1.2 Preparation for certification audit

After the client has accepted in writing the quotation submitted by TSC, the client's management appoints an Audit Representative, who is responsible for the certification procedure; TSC informs the client of the auditors assigned to the audit (audit team or lead auditor). Requirements outlined in the applicable standards and regulations pertaining to unauthorized consultancy on the part of auditors are observed. The client has the right to reject auditors.

In addition and in as far as legal regulations as e.g. obligations to observe confidentiality do not stand in the way, clients can request appropriate background information on each member of the audit team.

2.3.2 Certification audit

An initial certification audit is carried out in (2) stages (stage 1 and stage 2 audit).

The client shall ensure that appropriate staff are available to answer questions; clients grant auditors access to the respective units of the company and allow them to review all system-relevant records.

2.3.2.1 Review and evaluation of management system documents / stage 1 audit

Clients provide the Certification Body with all management system documentation concerning their systems (manual and, if necessary, further documents such as documented procedures, work and test instructions) for review and assessment of compliance with the applicable Directives and Standards. If the system is already certified by another body to the same or an appropriate standard then the client shall include a copy of the certificate with any scoping information, and details of the findings of the previous audit.

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The Certification Body reviews the management system documentation – to the extent required which may include an on site audit – the site-specific conditions of the client, the client's status and understanding of appropriate standard, statutory and legal requirements and their specific implementation in management system documentation.

Based on the results of the stage 1 audit, the Certification Body assesses whether the level of management system implementation is sufficient for conducting a stage 2 audit and plans the process and priorities of the stage 2 audit. The details of the stage 2 audit will be agreed with the client.

The Certification Body documents the findings of the stage 1 audit and notifies the client thereof, including information about areas of concern which may be classified as non-conformities in the stage 2 audit.

The interval agreed between the stage 1 and stage 2 audit, will give the client sufficient time to eliminate any identified areas of concern (weaknesses).

2.3.2.2 On-site certification audit / stage 2 audit

Prior to the stage 2 audit, clients receive the audit plan, which has been coordinated with them, for information purposes. During the audit, clients demonstrate practical implementation of their documented procedures, while the auditors check and evaluate system effectiveness on the basis of the agreed legal provisions, standards or other criteria.

After audit completion, TSC informs the client of the audit result in a closing meeting and an audit report. Nonconformity reports are countersigned by the Audit Representative. The client will document the required correction and corrective action. In the case of major nonconformity one (1) re-audit is possible; the costs being based on the time needed (current daily rate).

If nonconformities become evident during the audit that are so serious that certificate award appears unrealistic even after reasonable corrective action, TSC informs the client of the termination of the certification audit and recommends that the audit should be continued as a pre-audit. In such cases, TSC will charge for the costs incurred up to audit termination (including report).

2.3.3 Certification

If all requirements of the applicable standard are satisfied and all legal and official regulations observed, the Certification Body will issue a certificate, generally with a three (3)-year period of validity from the date of the certification decision.

2.3.4 Period of validity of certificate / Surveillance audit

Unless specific directives/ schemes, regulations, standards or individual arrangement in the certification contract/order, require other periods of validity, a certificate is in principle valid for three (3) years after issue/decision of the certificate, provided that regularly required (normally annual) surveillance audits are carried out at the company with positive results.

The first surveillance audit must be carried out within twelve months of the last day of the stage 2 audit at the latest, provided that no other date has been determined for specific regulations. In justified cases, the TSC shall be entitled to carry out audits at short notice (ad-hoc audits) at the expense of the certificate holder. The Certification Body specifies the conditions under which these audits announced at short notice will be carried out, and communicates them to the certified client. To prepare for the surveillance audit, the valid management manual and a list of all modifications that have been effected must be submitted to the Certification Body upon request. In the surveillance audit, the auditor checks selected management system elements/processes to maintain confidence that the management system continues to fulfill the requirements. The auditor will prepare a report.

2.3.5 Further surveillance activities

Further surveillance activities may include:

- Enquiries regarding certification aspects addressed by the Certification Body to certified clients
- Assessment of client information about their operations (e.g. advertising materials, web pages),

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- Requests addressed to clients to provide documents and records (on paper or electronic media), and
- means of monitoring the performance of the certified client.

2.3.6 Repeat audit

If a successful repeat audit is carried out in the company well in advance of certificate expiry, a renewal certificate may be issued. In such cases, overall system effectiveness is checked by means of random sampling. To prepare for the audit, the valid management manual and a list of all modifications that have been effected must be submitted to the auditor/audit team. In cases involving major changes to the system, a stage 1 audit may first be required.

2.3.7 Special audit

In the event a serious incident related to OH&S (e.g. a serious accident, or a serious breach of regulation), a special audit may be necessary in order to investigate if the MS has not been compromised and did function effectively.

Information on incidents which provided by the client or directly gathered by the audit team during the special audit shall provide grounds for TÜV to decide on the action, suspension or withdrawal of the certification.

2.4 Supplementary contractual terms

2.4.1 As far as possible, the Certification Body is obliged to see that clients use certification correctly in advertising. The Certification Body reviews and evaluates complaints by third parties, issues causing concern or changes in the client's organization that come to its knowledge. It informs the certificate holder of substantial changes to the certification and surveillance procedure as well as of any changes in the standards which are relevant for certification.

2.4.2 The client shall satisfy all reasonable requirements pertaining to certification and supply all reasonable information required for auditing.

Certificate holders shall inform the Certification Body immediately but not later than within one (1) month in writing of all relevant changes in their systems and about modifications in company structure/organization that affect the compliance of the management system, or any other significant events affecting compliance with the requirements for certification.

In addition, certificate holders shall document internal and external complaints relating to their management systems as well as implemented corrective action and provide such information during the audit. These changes may include but are not limited to, for example:

- Legal or organizational status:
- Commercial status or ownership:
- Organization and /or management (including individual changes in key personnel)
- Contact address and the addresses of sites
- Scope of operations under the certified management system, and
- Major changes to the management system and processes including planned changes if requested by the Certification Body or scheme.
- Occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority

The Certification Body will review the change and advise the certificate holder of any action required to continue the certification.

Despite the fact that TSC normally informs the certificate holder of due surveillance/repeat audits, it is also in the responsibility of the certificate holders to request such audits at least three (3) months

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- before they become due within the 12-month-cycle in order to maintain the validity of a certificate.
- 2.4.3 Changes in the standards, underlying codes of practice or other regulations shall apply – under consideration of transition periods – as binding contractual basis. The number of auditor days cited in the quotation shall apply subject to the approval of the Certification Body.
 - 2.4.4 Integrated management systems must allow specific aspects of individual systems to be identified.
 - 2.4.5 The Certification Body may make information about issued, revoked or withdrawn certificates available to the public.

3. Special regulations for product testing and certification

3.1 Testing

- 3.1.1 The client shall submit a test order to TSC and supply the required test samples and documentation free of charge. TSC shall, at its own discretion, carry out the tests either in their own test laboratory or externally, and prepare a summary report.
- 3.1.2 Following the test, TSC shall dispose of the test samples for a flat-rate charge per sample or, at the clients' express request, return them to the latter at their expense. TSC will not store test samples but may require the client to do so. If a test is interrupted for more than one month, TSC may also return the sample or store it for a flat-rate charge for each month or part-month that elapses up to continuation of the test.
- 3.1.3 TSC is entitled to make the test file, if necessary along with the test sample, accessible to authorized bodies (e. g. regulatory authority, accreditation body or certification scheme owner). Any agreement to the contrary is invalid
- 3.1.4 TSC shall not assume any liability if test samples are lost or damaged either in the course of testing or due to burglary, theft, lightning, fire, water etc.
- 3.1.5 TSC does not offer consultancy services for product design and development or system establishment

3.2 Certification

After successful completion of product testing, TSC will award a certificate either with or without authorization to use a certification mark. If product certification does not include manufacturing surveillance, the product must not be labeled with a certification mark. The following regulations apply to product certification that includes the issue of a certification mark :

- 3.2.1 In addition to a positive product testing result, initial inspection of the manufacturing site must not raise any objections. Continued use of the certification mark will depend on regular inspections (follow-up-service, see below).
- 3.2.2 The certificate holder shall only use the certification marks defined in the certificate for the specific models listed on the certificate.

The certificate holder shall be responsible for controlling the use of the certification mark and ensure that the certification mark is only used in conjunction with the certificate holder's identity and the specific certified model number.

The certificate holder shall not transfer the certificate rights to third parties.

Should a product certificate become invalid, the products listed on the certificate shall not be made available on the market for the first time using the certification mark.

Holders of withdrawn or revoked certificates must in addition either remove the certification mark from all accessible products or destroy the products and enable the Certification Body to verify these measures.

- 3.2.3 TSC certification marks may only be used for products that conform to the successfully tested type and the specifications included in the test report or supplementary agreements. The required documents (e. g. certificate of conformity, operating and assembly instructions) are to be enclosed with the product in the appropriate language of the country of destination.
- 3.2.4 Additional characteristics for individual certification marks
 - If a product is manufactured at several manufacturing sites with different qualifications (e. g. with or without ISO 9001), 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 which applies

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- to all manufacturing sites may be used for advertising
- Certificates based on the product safety law (GS mark) have been limited to a period of 5 years, the validity can be extended

3.2.5 Holders of certification marks must constantly monitor the manufacturing of products that have been awarded the mark to ensure conformance to test requirements. They must also carry out the specified tests and inspections, document any complaints in connection with certified products and the correction of nonconformities. The Certification Body must be immediately notified of any changes made to the products, recalls or safety related incidents after certification. If the certificate concerned is to be maintained, the Certification Body may request the manufacturer to prove compliance with standards and/or codes of practice or may require an additional test to be carried out by a qualified test laboratory.

3.2.6 As a minimum requirement, every product must be identified by a label clearly indicating the name of the manufacturer or importer and type designation, so that the identicalness of the approved type with the serially manufactured product can be ascertained. If a product submitted for testing does not satisfy the test requirements and if products corresponding to this test sample have already been distributed for sale or have been subject of a certification mark misuse, the modified test sample may only be certified if it bears another type designation

3.2.7 Inspection of manufacturing sites in the case of certificates including authorization to use a certification mark (follow-up-service), market observation

- In order to ensure maintenance of the product characteristics on which a certificate has been based, the Certification Body will regularly inspect manufacturing and testing facilities as well as quality assurance measures at the certificate holder's expense. If the system of the respective manufacturing site has been certified by TÜV SÜD, the follow-up-service may also be incorporated in the surveillance/re-certification audit pertaining to the system
- The certificate holder shall ensure that the Certification Body can inspect the manufacturing and business premises listed on the certificate and the relevant warehouses of their representatives, importers and branches at any time during standard business hours and without prior notice. Certificate holders must also ensure that the Certification Body can take the required number of samples of certified products free of charge for testing purposes, even if the manufacturing and business premises are not their own. The inspection report will be provided to both the manufacturing site representative and the certificate holder
- The certificate holder shall immediately inform the Certification Body of any relocation of a manufacturing plant, transfers of manufacturing plants to another company/company owner or changes in the manufacturing process that may affect the certified product. In these and other special cases, the Certification Body may demand that the product is identified by a predefined inspection mark, in addition to the certification mark, so that products from different periods of manufacturing can be identified. Should there be a change in the manufacturing site, TSC must inspect and approve the new production facility before the products manufactured there can be labeled with a certification mark. The holder shall inform the Certification Body of any changes to the holder details
- The Certification Body is entitled to take samples of products identified by a certification mark from the market for testing purposes. If the certificate requirements are not satisfied, e. g. because of unauthorized modifications that have resulted or may result in certificate withdrawal, the certificate holder shall bear the costs of re-testing/inspecting the product and/or the manufacturing site
- The certificate holder shall inform the Certification Body immediately of any damage or other events arising from certified products

3.2.8 In addition to an existing (basic) certificate further certificates may be issued.

- for the same (basic) certificate holder if he wants to certify a product under another name than that appearing on the (basic) certificate.
- For a certificate holder different from the (basic) certificate holder, if he also wants to certify a product under another or same name than that appearing on the (basic) certificate. Prerequisite is the approval of the (basic) certificate holder and his confirmation of equality of structure of the product with the one from the (basic) certificate

The content and validity of such certificates shall be dependent on the (basic) certificate.

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- 3.2.9 The Certification Body may in addition to the cases listed in A-2.2 also withdraw or revoke a certificate at its own choice with or without notice, if
- defects or nonconformities are detected in the products or in quality assurance systems, products do not conform to the certified samples or key prerequisites pertaining to the certified product/system are not or no longer fulfilled
 - a product is not or no longer covered by the document on which evaluation was based (e. g. directive, standard) or have been inadvertently assigned to the wrong basis of evaluation or to an incorrect class as per the relevant EC directive on which testing is to based;
 - a product no longer satisfies essential requirements of the corresponding directives, standards or other criteria, thus exposing users, operators or third parties to considerable risks, or fails to fulfill its purpose as defined by the manufacturer, and such defects are not corrected within a reasonable period of time;
 - inspection of production, testing and storage facilities or product testing are not possible or the products themselves not made available within the specified time. This also applies if follow-up-services or surveillance audits cannot be carried out within a timeframe of 4 weeks (if not otherwise specified by the Certification Body) despite a written request to this effect or if nonconformities are not eliminated within the agreed period through appropriate corrective action.