

# **Testing and Certification Regulation**

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**1. General provisions**

(1) The basic rules and procedures according to which Hansecontrol Zertifizierungsgesellschaft works ensure independence, impartiality and are non-discriminatory.

(2) These Testing and Certification Regulations apply to all services provided by Hansecontrol Zertifizierungsgesellschaft (hereinafter referred to as "HANSECONTROL-CERT") for external clients.

(3) Product tests are carried out according to state-of-the-art technology as well as according to currently valid normative requirements, policies, guidelines and testing principles or client requirements (e.g. tests according to non-standard testing methods). If either only individual components of a test sample are tested or the entire test sample is only tested for individual aspects (partial test), no assertion can be made about the product properties as a whole.

(4) In a HANSECONTROL-CERT product test, the Client provides the required number of test samples free of charge and, in addition, hands over the complete technical documentation required for the evaluation to HANSECONTROL-CERT (e.g. overview of structure, risk analysis, instruction manual, certificates for safety components used, other technical documentation). If required, HANSECONTROL-CERT can request several test samples free of charge. The documents are usually handed over to HANSECONTROL-CERT in German. Submission in another language is possible with prior agreement; however, HANSECONTROL-CERT reserves the right to request individual sections in German or to have them translated at the Client's expense. The Client bears any costs arising from test documents not being submitted in full.

The same applies if tests have to be repeated or delayed due to incorrect, incomplete or late information or due to inadequate cooperation from the Client.

**2. Contractual foundations**

(1) The principal, hereinafter referred to as the "Client", commissions HANSECONTROL-CERT. The contract may include a test without certification or with subsequent certification or exclusive certification. If a Hansecontrol test mark is also commissioned, a contract must be signed for use of the mark.

(2) For every order placed with HANSECONTROL-CERT, the Client acknowledges that the currently valid General Terms and Conditions of HANSECONTROL-CERT are an essential component of the contract and are binding.

### **3. Testing regulations**

#### **3.1 Testing location**

(1) The tests are carried out in the QIMA Group laboratories. Tests may be assigned to external laboratories in whole or in part. The Client will be informed of this in advance.

#### **3.2 Testing process**

(1) HANSECONTROL-CERT reserves the right to refuse tests that do not comply with normative test procedures and for which an objective result is not expected or to refuse tests that are of little informative value.

(2) The test orders are only processed after all necessary documents and test samples have been submitted.

(3) Upon completion of the test procedure, the Client will be notified in writing and, depending on the service, will receive a test report showing any existing defects.

### **4. Certification regulations**

#### **4.1 Basic requirements**

(1) Certification can only be based on test reports.

(2) HANSECONTROL-CERT's certification body primarily carries out evaluations and certification decisions on the basis of the test reports provided by HANSECONTROL-CERT. Test reports from other testing laboratories can also be used for evaluation and certification.

(3) The conclusion of an HANSECONTROL-CERT Test Mark - Agreement is required if the Client wishes to use the mark. If the Client does not intend to market a product to be certified under its own name, the Client must document the mark of origin under which it intends to place the product on the market through a "mark of origin declaration".

(4) The validity period is specified on the certificate.

(5) The certification body may terminate the certificates at any time, in particular in the event of changes to the testing specifications and/or the certification requirements or if the Client breaches the rules of the certification system. In serious cases, this can be done with immediate effect by invalidating the certificates. The certification body reserves the right to publish the invalidated and withdrawn certificates. This does not require the consent of the former certificate holder.

(6) The certification body informs the certificate holder in good time about relevant changes to the basis for certification.

(7) A re-test is required if there are changes to testing specifications and/or certification requirements. After prior consultation with the Client, this can also be done with a valid

certification. If the Client refuses the re-test, the certificate is terminated. If the testing specification changes when a test is already in progress, the product must be tested and evaluated according to the new testing specification. A certification mark shall not be assigned on the basis of the previous testing specification.

(8) When a certification expires, HANSECONTROL-CERT is under no obligation to submit an offer to renew or extend the expired certificate.

(9) The Client is not entitled to change certificates that have been granted to it or to issue to third parties certificates and/or Terms of Use of certification marks that have been granted to it.

#### **4.2 Certificates and certification marks**

(1) A certificate alone does not entitle the holder to carry an HANSECONTROL-CERT certification mark. If a certification mark has been applied for, the Client will receive a separate certificate after positive certification. The HANSECONTROL-CERT certificate and certification mark only become valid when they are published in the certificate database (<https://certificate.hansecontrol.com/>).

(2) The certification mark can be used for business purposes as soon as it is approved. This includes using it for advertising purposes. See also Usage Agreement.

(3) Certificates and certification marks are not transferable

(4) When a certificate expires, the certificate holder loses the right to use or to advertise with the certificate and certification marks associated with the certification. In particular, the holder is not permitted to re-market the products listed in the certificate using the relevant certification mark.

#### **4.3 Obligations of the Client**

For the period of validity of the issued certification mark licences, the Client is obliged:

(1) to continuously monitor the manufacturing of certified products and to ensure that the products comply with the tested samples.

(2) to permit HANSECONTROL-CERT to periodically inspect the product manufacturing process or the product within the scope of the issued certification mark licence.

(3) to report to the certification body any intended product changes prior to implementation, whether they be as a result of further development or replacement of components or materials, and to carry out these changes only after approval has been obtained; if an additional test is required due to the changes, continuation of the certification mark licence

depends on the result of this additional test.

(4) to record, archive and submit to the certification body any complaints regarding the product and to provide information on the remedial action taken.

(5) to notify the certification body in good time of any intended relocations of inspected production sites or of the intended transfer of its company to another company or to another owner. In the case of a change of name or a change of legal form, a new Usage Agreement is concluded and certificates are transferred for a fee. A new Usage Agreement does not have to be concluded if it is simply a matter of a change of address within a country, but the transfer of certificates remains chargeable.

(6) to stop production immediately and take suitable measures to minimise damage if products bearing a certification mark are found to have safety deficiencies. The defective products must be prevented immediately from being placed on the market and the certification body/notified body must be informed.

(7) to comply with its obligations as a manufacturer or distributor to report to the authorities, either directly or through its representatives.

(8) in the case of a change to a certified product, to establish a distinguishable unique identifier for the modified product if certification is being pursued.

(9) the Client is aware that, due to legal or regulatory reporting obligations, HANSECONTROL-CERT may disclose information that has come to its knowledge regarding the certification and that HANSECONTROL-CERT may pass on information, documentation, etc. relating to both the contract with the Client and the subject of the contract at the request of the accreditation body. This includes, in particular, information about the inspection of production sites, the issue and withdrawal of licences, permits, certificates, etc., and information about incidents and measures designed to protect against risks that are directly or indirectly related to tested products. This does not require the separate consent of the certificate holder. HANSECONTROL-CERT reserves the right to charge the costs relating to clarification of such occurrences to the Client.

#### **4.4 Manufacturing/production monitoring**

As part of certification or on request, HANSECONTROL-CERT carries out series production monitoring, which may take place as PSI (Pre-Shipment-Inspection), also known as (FRI) Final Random Inspection or (DUPRO/DPI) During Production Inspection, in the manufacturer country or as Warehouse Inspection in Germany.

However, HANSECONTROL-CERT reserves the right to carry out production series monitoring at any time in case of suspicion of production deviations, or for risk items, with prior notice given to the Client.

GS certification requires mandatory assessment of the product's manufacturing site by the certification body and an annual inspection during the period of validity of the GS certificate. Before the certificate is issued, an initial plant inspection must be carried out.

In each case, the commissioned inspector and, if necessary, a supervisory representative of authority must be granted access to the production site. (Witness Audit)

#### **4.5 Expiry and invalidation of certificates**

(1) Certificates expire:

- (a) upon expiration of their validity
- (b) upon termination
- (c) upon withdrawal
- (d) if the certificate holder or HANSECONTROL-CERT terminates the Usage Agreement in writing or the certificate holder waives individual certification mark licences and informs the certification body of this in writing, under consideration of the notice periods.
- (e) if insolvency proceedings are opened against the certificate holder or if an application to open insolvency proceedings against the holder is rejected for lack of assets.
- (f) if the certification body terminates the certificate within a period of max. 3 months due to changed accreditation regulations and/or test principles or modified use of the product.

(2) Certificates may be invalidated and withdrawn by the certification body at any time with immediate effect if

- (a) the product placed on the market no longer complies with the approved test sample and/or poses a hazard to the end user or third parties.
- (b) at the time of the test, clearly objective facts were not known or were not properly known or assessed, which, had they been known or assessed correctly, would have prevented certification. This also includes, for example, incorrect categorisation of products into certain risk classes or classification according to types of use.
- (c) the certificate holder does not remedy issues such as product or system defects in the event of periodic monitoring, market controls or otherwise.

- (d) the certificate holder cannot guarantee that its products are consistently manufactured as tested and/or certified
  - (e) accreditations have run out or expired
  - (f) the certificate holder does not have the periodic monitoring measures performed in accordance with the measures laid down in the Product Safety Act (ProdSG), the Accreditation Regulations, the European directives and regulations or the HANSECONTROL-CERT Testing and Certification Regulations, or hinders or restricts their proper implementation.
  - (g) certificates, copies of certificates have been altered and thus falsified.
  - (h) the certificate holder applies existing certification mark licences to unauthorised products, resulting in a misuse of the mark and the loss of trustful cooperation.
  - (i) misleading or otherwise inadmissible advertising is conducted with test reports, certificates or certification marks.
  - (j) it emerges that the certified product is indisputably or demonstrably plagiarised.
  - (k) fees for certifications and/or tests carried out in advance are not paid within the specified period following a reminder to the certificate holder. If the fees relate to several certificates, the certification body decides which certificates the measure should cover.
- (3) The certification body has the right to terminate the issued certificate without notice if certificates, copies of certificates, test reports or copies of test reports are changed or forged.
- (4) The certification body shall provide the Client with an opportunity to present its point of view before restricting, suspending or invalidating a certificate, unless such a hearing cannot be justified due to the urgency of the measures to be taken. A hearing shall not take place if the invalidation is due to the expiration or termination of the accreditation.
- (5) The certification body shall not be held liable for disadvantages suffered by the Client in connection with the non-granting, restriction or suspension as well as the expiry, invalidation or withdrawal of a certificate or the publication of the said measures.

## **5. Breaches of the Testing and Certification Regulations**

- (1) The certification body shall be entitled to demand a contractual penalty of up to EUR 25,000 for each breach of the certificate holder in the event of a culpable breach by the Client against the Testing and Certification Regulations in addition to the invalidation of the certificate in accordance with point 4.6 (2). This particularly applies
- in case of misuse of certification marks or
  - in case of inadmissible advertising using HANSECONTROL-CERT certification marks.

(2) In addition, the certification body reserves the right to terminate the Usage Agreement without notice and with immediate effect and to invalidate any outstanding certificates of the Client if HANSECONTROL-CERT considers its contractual relationship with the Client and the reliability of the Client to be severely undermined as a result of the Client's breach of the Testing and Certification Regulations. If it emerges that the product presented for testing is demonstrably plagiarised, product certification is not possible.

(3) If the Client fails to fulfil its obligations in accordance with point 4.3, the certification body may take appropriate measures on its own initiative.

(4) HANSECONTROL-CERT reserves the right to claim a reimbursement of expenses incurred as a result of the Client's breach of the Testing and Certification Regulations. Such expenses include costs for:

- Shipping checks, comparative tests, production plant inspections, and other measures deemed necessary by HANSECONTROL-CERT.

The costs incurred for such measures are charged by HANSECONTROL-CERT at cost.

## **6. Liability**

Liability shall be in accordance with the **General Terms and Conditions** of HANSECONTROL-CERT.

## **7. Amendments to the Testing and Certification Regulations / Right to make amendments**

HANSECONTROL-CERT is entitled to unilaterally change these Testing and Certification Regulations, insofar as this is necessary to eliminate any shift in balance that may subsequently occur or to adapt to any changes in statutory or technical framework conditions. Notification of any amendments to the provisions shall be sent to the Client at its last known email address. An amendment shall become an integral part of the contract if the Client does not send an objection to us in writing or in text form within six weeks of receiving the notification of the inclusion of the amendment in the contractual relationship.

## **8. Partial invalidity, written form, jurisdiction**

(1) Additional agreements to these Testing and Certification Regulations have not been made.

(2) Changes and additions must be made in writing in order to be legally effective; this also applies to changes and additions to this written form regulation itself.



(3) In the case of the invalidity of one or more provisions of these Testing and Certification Regulations, the contracting parties shall agree on a legally effective replacement provision which comes as close as possible to the ineffective provision in legal and economic terms.

(4) The place of jurisdiction for all disputes concerning these Testing and Certification Regulations is Hamburg. This contract is subject to German substantive law.

### **9. Entry into force**

These Testing and Certification Regulations enter into force on December 1<sup>st</sup> 2021. All previous regulations expire on that date.