

## 1. Purpose

The purpose of this agreement is to inform all companies that wish to have a product conformity certified, or already have a product conformity certified by TÜV UK Ltd about the working method and reciprocal agreements that are applicable to such certification.

## 2. Introduction

TÜV UK Ltd (referred to throughout this document as TÜV UK) operates a certification service within a UKAS accredited scope of activities. The scope is available on request or by visiting [www.ukas.com](http://www.ukas.com).

Accredited certification services within the UKAS accredited scope can be provided through our associates (Member of TÜV NORD Group) under the full control of TÜV UK.

Accredited certification which is outside the UKAS accredited scope for TÜV UK may be provided through our TÜV NORD Group associated companies.

The management of TÜV UK understand the importance of impartiality in carrying out its certification activities, management of any conflict of interests and ensuring objectivity of all our certification activities. We are committed to providing a non discriminatory and impartial product certification service. This service is open to all applicants and successful applications shall neither be impeded nor given priority due to financial or any other influence.

TÜV UK believes in allowing public access of appropriate and timely information about our assessment and certification processes including the certification status of our clients is provided on request. Confidential information on our clients and their assessments are not in the public domain and such information is treated with the strictest of confidence. TÜV UK do not provide consultancy.

## 3. Our Agreement

TÜV UK undertake the assessment of the product conformity. This certification agreement and our quotation set out the terms of the agreement between us, which is formed when we receive a signed acceptance form (provided with the quotation).

## 4. Application, Quotation and Acceptance

On receipt of your completed client profile (application) we will provide you with our quotation giving details of the fees and audit costs. On acceptance of the quotation the client will complete the acceptance form and submit it to TÜV UK with payment as appropriate.

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All information provided must be accurate and complete. TÜV UK reserve the right to request further information from you if any information or details are incomplete or unclear. TÜV UK will then allocate a competent assessor or assessor team to the project in line with TÜV UK procedures and arrange the assessment.

## **5. Surveillance Methodology**

If applicable, prior to processing the initial certification you are required to complete the Manufacturer's section of the Check list for the initial inspection or monitoring of the factory production control according to the applicable standard and submit supporting evidence.

TÜV UK will undertake an Initial Inspection of the Factory or Quality Control System and undertake Continuous surveillance in accordance with the requirements of the applicable standard.

## **6. Certification**

After each assessment a confidential draft report shall be prepared and sent to the person named as responsible for product conformity assessment. They shall have the opportunity to give comments on the report. Any corrective actions taken or planned as a follow up activity from the draft report shall be monitored and reviewed at a subsequent assessment.

After having received the response, a final assessment and report shall be prepared.

The report will be reviewed together with supporting documentation (e.g. corrective action report) by a suitable and competent member of TÜV UK's certification team. In any case TÜV UK may only issue the certificate when they have satisfactory evidence that you meet the requirements of the relevant standard(s). The certificate remains property of TÜV UK. The certificate is valid subject to annual surveillance audits and under the conditions that the client maintains the management system to the required standard.

## **7. Changes to Scope or Client Details**

An extra audit may be required to verify changes or additions. After a successful completion TÜV UK may issue a new certificate showing the new scope of certification. The client agrees to carry the extra costs relating to such extra visits and efforts. The client agrees to amend all related advertising materials.

## **8. Special Assessment**

A special assessment can be performed after an Initial or Surveillance Assessment has found major non-conformities having a significant impact on the product conformity or on the quality. During a Special Assessment visit the Lead Assessor shall, as a minimum, verify that the root cause of the non-conformities raised have been effectively addressed. Within this category is the occasional event of a short notice visit. This is to cover

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situations e.g. following up on a customer complaint. The client will be advised of the reason for the visit.

## **9. Suspending, Withdrawing or reducing the Scope of Certification**

Certification of product conformity by TÜV UK may be suspended in cases when:

- Your certified product has persistently or seriously failed to meet certification requirements;
- You do not allow surveillance to be conducted at the required frequencies;
- You have voluntarily requested suspension.

A note shall be made by the Administrator on your communication log, to indicate the reason for the suspension, necessary actions and a due date; by which all corrective action and follow-up visits must occur (the maximum allowable suspension period is 6 months). Suspensions longer than 6 months can lead to withdrawal, the subject of a management decision.

Suspension is lifted after a successful visit is carried out.

Certification will be withdrawn where your product demonstrates significant nonconformity with the standard or planned arrangements and in a case of failure in ability to react to and correct the nonconformities in a timely manner. Failure of you to pay TÜV UK invoices for services provided or a failure of you to provide product for assessment purposes may also result in withdrawal of the certification.

In most cases, withdrawal will be preceded by a suspension of the certification but in cases of severe nonconformity or your failure to cooperate, withdrawal may occur immediately.

## **10. Client's Requirements**

TÜV UK's certification agreement requires that you comply with the following:

- a) you always fulfil the certification requirements, including implementing appropriate changes when they are communicated by TÜV UK;
- b) if the certification applies to ongoing production, the certified product continues to fulfil the product requirements;
- c) you make all necessary arrangements for:
  - 1) the conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and your subcontractors;
  - 2) investigation of complaints;
  - 3) the participation of observers, if applicable;
- d) you make claims regarding certification consistent with the scope of certification;

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- e) you do not use its product certification in such a manner as to bring TÜV UK into disrepute and do not make any statement regarding your product certification that TÜV UK may consider misleading or unauthorised;
- f) upon suspension, withdrawal, or termination of certification, you discontinue the use of all advertising matter that contains any reference thereto and take action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- g) if you provide copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in this certification scheme;
- h) in making reference to your product certification in communication media such as documents, brochures or advertising, you comply with the requirements of TÜV UK or as specified by this certification scheme;
- i) you comply with any requirements that may be prescribed in this certification scheme relating to the use of marks of conformity, and on information related to the product;
- j) you keep a record of all complaints made known you relating to compliance with certification requirements and makes these records available to TÜV UK when requested, and:
  - 1) takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
  - 2) documents the actions taken;
- k) you inform TÜV UK, without delay, of changes that may affect your ability to conform with the certification requirements.

## 11. Your Representative

You must appoint a representative who, irrespective of other responsibilities, will be responsible for your participation in our certification scheme, liaison with our assessment team and ensure your compliance with this agreement.

## 12. Confidentiality

All information supplied by you to us, in the course of our work for you is considered confidential and is subject to controlled access and retention, as defined in our procedures. Routine audits carried out by UKAS regarding TÜV UK activities may require UKAS perusal of client files on or off client sites, and as such, are permitted access. (N.B. UKAS themselves are bound by strictest terms of confidentiality). We shall take all reasonable precautions not to disclose any confidential information regarding your business unless it is, when disclosed to us, already lawfully in our possession or is in the public domain or, in each case, subsequently becomes so. We may also disclose such information if and to the extent required by law and/or the accreditation body or the TÜV UK governing board/impartiality committee which we are required to appoint by the accreditation body.

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### 13. Publication and Use of Certificate

After the certificate has been issued by TÜV UK you have the right to publish the fact and use the information for marketing purposes. The relevant logos can be used on your stationery and website, relating only to the audited scope of registration and the relevant standards or specifications.

You must not make or permit any misleading statement regarding your certification, or permit the use of a certification document or any part thereof in a misleading manner.

TÜV UK will provide guidance and will take reasonable precautions to ensure that there is not misuse of its certification marks or accredited certification marks as appropriate to the audited scope of certification and relevant standards. You must not use the certification in any circumstances in such a manner that would bring TÜV UK into disrepute.

### 14. Fees

TÜV UK fees shown in the quotation are reviewed annually. We also reserve the right to alter our fees or fee structure at any time upon giving you not less than one month's notice in advance of the change. If you do not agree the change you will be entitled to terminate the contract forthwith at the end of the said one month period.

All fees paid to TÜV UK are strictly non-refundable. The timing of payment of any fees shall be of the essence. It is part of our obligation to you that the findings of our assessment teams and certification authority shall be objective and free of any commercial influence. To prevent any risk of such conflict of interest therefore, our agreement to undertake an assessment may be subject to prior receipt of payment, as specified in these regulations. To allow advanced payments TÜV UK will issue a provisional invoice which allows you to transfer payment ahead of the audit. In any case, fees shall be paid within 30 days of the date of our invoice.

Extra visits for example a Special Assessment will be chargeable at TÜV UK's standard fee at the time. You may wish to receive additional copies of the certificates which may be subject to additional charges.

### 15. Cancellation Policy

Visits will normally be booked two months in advance. Once such bookings are made, TÜV UK allocate resources and make arrangement for the assessment to be undertaken and therefore incur costs of those arrangements. If you cancel or postpone the booking within less than 30 days notice to the agreed visit date, TÜV UK may recoup those costs through a cancellation charge. An invoice for the cancellation charge will be sent to you and we reserve the right to withhold any granting, maintenance or renewal of Certification until this invoice is settled.

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## 16. Complaints and Appeals

If you or your customers (hereinafter both referred to as “you”) are dissatisfied or unhappy with our service or performance, or any decision we make, you should write to the person who you normally deal with at TÜV UK within 30 days of receipt of the relevant decision. In either case the relevant manager will contact you as soon as possible in order to investigate the matter with a view to resolving it.

If you remain dissatisfied with the decision, you may make a further appeal within 30 days of receipt of our decision by writing to the Chairman of the Governing Board at the following address:

Governing Board Chairman (private and confidential)  
TÜV UK Ltd  
AMP House, Suites 27-29, 5th Floor,  
Dingwall Road,  
Croydon  
CR0 2LX

You will be notified of the Chairman's decision (or that of his nominated representative) within 30 days from the date we receive your further appeal. The Chairman's decision shall be final and binding. However, if you remain dissatisfied at this stage, we would be obliged to encourage you to contact the relevant accreditation body for their advice in the matter.

## 17. General

It is a condition of this certification agreement that all TÜV UK certificated clients should, if requested, allow (TÜV UK or UKAS) representatives to witness TÜV UK staff carrying out audits.

Reference should also be made to TÜV UK's Terms and Conditions For The Supply Of Services By TÜV UK Ltd.

This agreement shall be governed exclusively by English Law. Any dispute not resolved shall be under the exclusive jurisdiction of the English Courts.

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(Location, date)  
signature)

(Company stamp and legally binding

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