

# CERTIFICATION PROGRAM

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## Table of Contents

<b>1</b>	<b>GENERAL INFORMATION.....</b>	<b>3</b>
1.1	Purpose and Scope .....	3
1.2	Subjected Products.....	3
1.3	General Legal Conditions .....	3
<b>2</b>	<b>APPLICABLE STANDARDS .....</b>	<b>4</b>
<b>3</b>	<b>REQUIRED INFORMATION FROM THE CUSTOMER AS A BASIS.....</b>	<b>5</b>
<b>4</b>	<b>REVIEW OF APPLICATION .....</b>	<b>5</b>
<b>5</b>	<b>PLANNING AND PREPARATION.....</b>	<b>5</b>
<b>6</b>	<b>CONDITIONS FOR THE CONFORMITY ASSESSMENT PROCESS .....</b>	<b>5</b>
<b>7</b>	<b>CONFORMITY ASSESSMENT PROCESS.....</b>	<b>6</b>
7.1	Scheme Type 1a.....	6
7.2	Scheme Type 1b.....	7
7.3	Scheme Type 2.....	7
7.4	Scheme Type 3.....	7
7.5	Scheme Type 4.....	7
7.6	Scheme type 5.....	7
7.7	Scheme Type 6.....	8
<b>8</b>	<b>INSPECTION PHASE .....</b>	<b>8</b>
8.1	Labeling Requirements.....	8
8.2	Sampling.....	8
<b>9</b>	<b>DECISION OF CERTIFICATION AND ISSUING OF THE CERTIFICATE .....</b>	<b>9</b>
9.1	Granting of a Certification .....	9
9.2	Maintaining a Certification .....	9
9.3	Limiting, Suspending, Expiring and Withdrawal of Certificates .....	9
9.4	Procedure for the Withdrawal of the Product Certification .....	10
<b>10</b>	<b>SURVEILLANCE ACTIVITIES.....</b>	<b>10</b>
<b>11</b>	<b>HANDLING OF NONCONFORMITIES (DEFECTS).....</b>	<b>11</b>
11.1	Handling of Nonconformities .....	11
<b>12</b>	<b>POSSIBLE INFORMATION ABOUT INVOLVED THIRD PARTIES, SUBCONTRACTORS ..</b>	<b>11</b>
<b>13</b>	<b>OBLIGATION, RIGHTS &amp; LIABILITIES .....</b>	<b>11</b>
13.1	Obligations of the Customer (Exporter) .....	11
13.2	Obligations of the Certification Body .....	12
<b>14</b>	<b>RELEVANT ADDITIONAL INFORMATION.....</b>	<b>13</b>
14.1	Complaints and Objections.....	13
14.2	Copyright .....	13
14.3	Non-Disclosure / Confidentiality /Data Protection .....	13
<b>15</b>	<b>FEES &amp; COMMISSIONS.....</b>	<b>13</b>
15.1	Quotations .....	13
15.2	Invoicing and Payment Methods .....	14
<b>16</b>	<b>APPLICABLE DOCUMENTS.....</b>	<b>14</b>
<b>17</b>	<b>DEFINITIONS AND ABBREVIATIONS .....</b>	<b>14</b>
<b>18</b>	<b>REVISION HISTORY.....</b>	<b>16</b>

## 1 General Information

### 1.1 Purpose and Scope

With this certification program, the TÜV AUSTRIA regulates the execution of the product certification service within the scope of authorization and ISO/IEC 17065 accreditation.

This program is part of the agreement with the customer and will be provided over official webpage.

This certification program applies to TÜV AUSTRIA and all organizations that will carry out this activity under the operational control of TÜV AUSTRIA.

### 1.2 Subjected Products

For more details about the subjected goods for the related program; Please refer to the DATASHEETS published on our website.

### 1.3 General Legal Conditions

For the issuing of a product certificate by the certification body, the completion of a legally enforceable agreement (certification contract) with the certification body of TÜV AUSTRIA is a requirement.

The order is granted by the signature of both parties on behalf of the customer - this is the product certificate applicant - and the certification body of TÜV AUSTRIA or a legal entity which is under organizational control of TÜV AUSTRIA<sup>1</sup>.

The entire contract consists of the following documents, which form an integral part:

- ✓ Written assignment/certification contract
- ✓ General Terms and Conditions of TÜV AUSTRIA
- ✓ Certification program
- ✓ Country Regulations / Requirements

The order is completely and exclusively regulated by this certification program. If provisions of individual documents are in contradiction to each other, the provisions of the first mentioned document apply.


The certification body of TÜV AUSTRIA concludes only contracts with customers under the conditions described in the documents mentioned above. These terms and conditions apply to contracts between the certification body of TÜV AUSTRIA and the customer regarding the certification of products as well as additional services and other additional obligations provided within the scope of the service provision. Once agreed upon conditions also apply to future contracting. The validity of purchasing and other terms and conditions of the customer is hereby explicitly excluded for the entire business relationship.

If a product to be certified is not distributed under the name of the customer, the customer shall document, in the form of a binding declaration, under which brand he wishes to place the product on the market.

The restriction of product certificates to certain contingents or lots is allowed. The issuing of product certificates under certain conditions is also possible in special cases.

If the certificate holder wishes to transfer his product certificate to a third party, he shall inform the certification body of TÜV AUSTRIA before the transfer, so that the possibility of the transfer can be checked. A transfer is only

<sup>1</sup> Please see EN ISO/IEC 17060 section 7.6.4

<b>Certification Program</b>	
<b>TÜV AUSTRIA</b>	

allowed with the written agreement of the certification body of TÜV AUSTRIA and under inclusion of the third party in the contractual documents.

In case of a transfer of the product certificate, the customer shall transfer all obligations from this contract to the purchaser of the certificate.

The customer has to pay the fee agreed upon at the time of nomination, which has been calculated according to the price list of the certification body of TÜV AUSTRIA. It is at the discretion of the certification body of TÜV AUSTRIA, to desire the payment before the completion of the service provision (certification).

The product certificates issued by the certification body of TÜV AUSTRIA always remain property of the certification body of TÜV AUSTRIA and neither release the customer from the contractual warranty obligation due to defects nor from the legal product liability obligation.

The customer allows the certification body of TÜV AUSTRIA to publish specific data on the certified products for the purpose of informing consumers and other interested parties.

Furthermore, the customer allows the certification body of TÜV AUSTRIA to publish contents of an issued product certificate, except for details of the production facility, to pass it on to third parties upon request or to give access to everyone.

The certification body of TÜV AUSTRIA has the possibility to withdraw the product certificates at any time if the test basis and / or the certification requirements are changed or if the customer violates the criteria of this certification program for product certification. In that case, the customer shall hand over the product certificate without any delay to the certification body of the TÜV AUSTRIA.

The certification body of TÜV AUSTRIA can declare invalidation of the product certificates at any time with immediate effect.

The customer permits the certification body of TÜV AUSTRIA to publish the product certificates, which have been withdrawn and thus invalidated. This does not require an agreement of the former certificate holder.

The certification body of TÜV AUSTRIA will ensure that new or revised requirements by the certification program, which affect the customer, are brought to the attention of the customer. The certification body will examine the implementation of changes executed by the customer and take actions required by the program.

### **1.3.1 Exclusion of liability for damage on products**

The certification body of TÜV AUSTRIA takes no liability for damages to products resulting from evaluations, tests and the like.

## **2 Applicable Standards**

Applicable standards differ from one program to another depending on the country regulations/specifications. The applicable standards for each program are indicated in the DATASHEETS, published at our website.

### 3 Required Information from the Customer as a Basis

TÜV AUSTRIA requests the following information and documents from RFC form in accordance with the certification programs.

- ✓ Information on product-service-process to be certified,
- ✓ Standards and / or other normative documents that the client wants to certify,
- ✓ The general characteristics of the client, including the name, address / addresses of the physical location / locations, important aspects of the processes and operations (when the relevant certification program requires it) and any related legal obligations,
- ✓ Regarding the certification area where the application is made; general information about the customer, including his / her activities, human and technical resources, including laboratories and / or assessment facilities, and functions and connections, if any, in a larger legal entity,
- ✓ Information related to all outsourced processes that affect compliance with requirements and clients use;
  - These processes can be revised by TÜV AUSTRIA based on the agreement in accordance with Certification Program.
- ✓ All other information in the context of the relevant Certification requirements, such as information for initial assessment and surveillance activities (eg. production locations of certificated products / products and personnel to be settled at these locations).

The documents required for each program, are indicated in the DATASHEETS published at our website.

### 4 Review of Application

TÜV AUSTRIA handles the information obtained from the application (which include all the information in the relevant Application Forms and sent by the client in written and/or in document) through the same Application Forms.

During application review, it is guaranteed that

- ✓ Client and product information are adequate for the execution of certification process,
- ✓ All kinds of disagreements between TÜV AUSTRIA and client has been resolved, including the relevant standards or agreement regarding other normative documents,
- ✓ Required certification scope has been defined,
- ✓ Tools are available and appropriate for the execution of all conformity assessment activities,
- ✓ TÜV AUSTRIA has an adequate level of competence to perform conformity assessment activities.

In the review of the application, due to any major nonconformity or an invisible document that can be obtained as a result of the examination of the records and documents received from the customer, the application cannot be passed to the audit stage until the customer's deficiencies are met.

### 5 Planning and Preparation

After the positive evaluation results of application review, VOC activities are carried out in accordance with the Inspection Manual by the appointed inspector. The inspector assigned with FRM-VOC-003 Inspection Instruction Form are again to comply with the sampling rules over the same form.

### 6 Conditions for the Conformity Assessment Process

As a basis for the assessment in line with the certification, only test reports from approved laboratories that have been accredited according to the rules of ISO / IEC 17025 or analogue ISO guides can be used.

The certification body of TÜV AUSTRIA primarily carries out evaluations and certifications based on the test reports of the approved laboratories of the TÜV AUSTRIA Group.

# Certification Program

TÜV AUSTRIA



The following types of certification programs are available which are regulated in accordance with EN ISO / IEC 17067, whereby each type comprises the following program:

Product Certification System Elements		Product Certification System Types							Records
		1a	1b	2	3	4	5	6	
I	Selection (Determination of mandatory documents to be the basis for certification)	X	X	X	X	X	X	X	FRM-VOC-001 RFC Form
II	Evaluation of services	X	X	X	X	X	X	X	RFC Form attachments
III	Review (evaluation)								FRM-VOC-016 Initial Assessment Form for VOC Files
		X	X	X	X	X	X	X	FRM-VOC-018 Conformity Assessment Instructions  Technical Regulations Requirements
IV	Certification Decision (Giving, expanding, maintaining, suspending, withdrawing the certification.)	X	X	X	X	X	X	X	FRM-VOC-004 Checklist for VOC Files
V	Licensing								
	a- Issue of conformity certificate	X	X	X	X	X	X	X	FRM-VOC-005 Certificate of Conformity SASO
	b- Certification and granting the right of use of TÜV AUSTRIA TURK brand	X	X	X	X	X	X	X	FRM-VOC-005 Certificate of Conformity SASO
	c- Certificate of conformity for the product group	-	X	-	-	-	-	-	
	d- The certificate and the continuation of the right to use the TÜV AUSTRIA TURK brand are subject to surveillance.	-	X	X	X	X	X	X	FRM-VOC-005 Certificate of Conformity SASO
VI	Surveillance								
	a- Testing or inspection of samples taken from the market	-	-	X	-	X	-	-	
	b- Testing or inspection of samples taken from the factory	-	-	-	X	X	X	-	FRM-VOC-017 Factory Audit Report
	c- Evaluation of production, delivery of service or operations	-	-	-	X	X	X	X	FRM-VOC-017 Factory Audit Report
	d- Control of management system	-	-	-	-	-	X	X	FRM-VOC-017 Factory Audit Report

## 7 Conformity Assessment Process

The conformity assessment scheme to be used is to be indicated upon nomination, according to the regulation/specification to be followed. According to ISO 17067; there are 7 schemes as below:

### 7.1 Scheme Type 1a

In this scheme, one or more samples of the product are subject to the determination activities. A certificate of conformity or other statement of conformity is issued for the product type, the characteristics of which are detailed in the certificate or a document referred to in the certificate.

Subsequent production items are not covered by the certification body's attestation of conformity. For this reason, this type of certification is carried out for each shipment.

The sample are representative of subsequent production items which could be referred to by the manufacturer as being manufactured in accordance with the certified type.

TÜV AUSTRIA may grant to the manufacturer the right to use the type certificate or other statement of conformity as a basis for the manufacturer to declare that subsequent production items confirm to the specified requirements.

## **7.2 Scheme Type 1b**

This scheme type involves the certification of a whole batch of products, following selection and determination as specified in the scheme. The proportion to be tested, which can include testing of all the units in the batch (100% testing), would be based, for example, on the homogeneity of the items in the batch and the application of sampling plan, where appropriate. If the outcome of determination, review and decision is positive, all items in the batch may be described as certified and may have a mark of conformity affixed, if that is included in the scheme.

## **7.3 Scheme Type 2**

The surveillance part of this scheme involves periodically taking samples of the product from the market and subjecting them to determination activities to check that items produced subsequent to the initial attestation fulfil the specified requirements.

While this scheme may identify the impact of the distribution channel on conformity, the resources it requires can be extensive. Also, when significant nonconformities are found, effective corrective measures may be limited since the product has already been distributed to the market.

## **7.4 Scheme Type 3**

The surveillance part of this scheme involves periodically taking samples of the product from the point of production and subjecting them to determination activities to check that items produced subsequent to the initial attestation fulfil the specified requirements. TÜV AUSTRIA performs factory audit using the approved factory auditors.

The surveillance includes a periodic assessment of the production process. This scheme does not provide any indication of the impact the distribution channel plays on conformity. When serious nonconformities are found, the opportunity may exist to resolve them before widespread market distribution occurs.

After all positive evaluation results, TÜV AUSTRIA performs Type 1a activities.

## **7.5 Scheme Type 4**

The surveillance part of this scheme allows for the choice between periodically taking samples of the product from the point of production, or from the market, or from both, and subjecting them to determination activities to check that items produced subsequent to the initial attestation fulfil the specified requirements. The surveillance includes periodic assessment of the production process.

This scheme can both indicate the impact of the distribution channel on conformity and provide a pre-market mechanism to identify and resolve serious nonconformities. Significant duplication of effort may take place for those products whose conformity is not affected during the distribution process.

## **7.6 Scheme type 5**

The surveillance part of this scheme allows for the choice between periodically taking samples of the product either from the point of production, or from the market, or from both, and subjecting them to determination activities to check that items produced subsequent to the initial attestation fulfil the specified requirements.

The surveillance includes periodic assessment of the production process, or audit of the management system, or both. TÜV AUSTRIA performs factory audit with FRM-VOC-017 Factory Audit Report.

The extent to which the four surveillance activities are conducted may be varied for a given situation, as defined in the scheme. If the surveillance includes audit of the management system, an initial audit of the management system will be needed.

## 7.7 Scheme Type 6

This scheme is mainly applicable to certification of services and processes.

Although services are considered as being generally intangible, the determination activities are not limited to the evaluation of intangible elements (e.g. effectiveness of an organization's procedures, delays and responsiveness of the management). In some situations, the tangible elements of a service can support the evidence of conformity indicated by the assessment of processes, resources and controls involved. For example, inspection of the cleanliness of vehicles for the quality of public transportation.

As far as processes are concerned, the situation is very similar. For example, the determination activities for welding processes can include testing and inspection of samples of the resultant welds, if applicable.

For both services and processes, the surveillance part of this scheme should include periodic audits of the management system and periodic assessment of the service or process.

## 8 Inspection Phase

Inspection must be done according to the Inspection Manual (IM) AQL 2.5 (S3)

A report of findings must be issued at the same day and sent to the coordinator along with the photos, in order to be checked. Inspection Report is valid for 60 days; after that another inspection should be done and the extra expenses should be paid by the nominator.

### 8.1 Labeling Requirements

Labeling and marking of the shipped product is necessary to be checked with the labeling and marking requirements of the related standard followed. TÜV AUSTRIA will handle the client the labeling and marking requirements prior to inspection.

### 8.2 Sampling

Samples can be picked up randomly by the inspector at the site or chosen by the coordinator based on a list provided listing the manufactured products or models of this client. Samples are to be sent to TÜV AUSTRIA for checking and full testing.

Client is to be notified that the testing will be in an accredited lab, according to the relevant standard. If the client wishes to test the product in a different lab or handle the testing by himself; the coordinator should choose the sample to be tested and inform the client that the laboratory must be an ISO 17025 lab.

Items selected or sent spontaneously by the client are not acceptable; unless TÜV AUSTRIA saw that there will be no critical deference in selecting a certain sample.

1 extra sample (identical to the tested sample) must be kept in the sampling room for three (3) months, after which they are either returned to the exporter, at his request, or destroyed, or distributed.



## **9 Decision of Certification and Issuing of the Certificate**

### **9.1 Granting of a Certification**

The certification body of TÜV AUSTRIA or any legal entity which under operational control of TÜV AUSTRIA issues certificates of conformity based on a positive assessment and evaluation results.

In case of a negative evaluation, the customer does not receive a certificate, but a nonconformity certificate. In the event of a negative evaluation result, the customer has the possibility to improve his product or resolve nonconformities within 8 weeks. The customer is not entitled to a positive decision.

### **9.2 Maintaining a Certification**

The validity of the certificates associated with this certification program will have a validity indicated on the certificate, otherwise it is once per shipment activities. If the certificate issued depends on the inspection date; the validity of this certificate should be no longer than 2 months.

In some cases where the country / custom regulations are applied; TÜV AUSTRIA will notify the client once at the beginning of the contract about the validity of the certificate.

### **9.3 Limiting, Suspending, Expiring and Withdrawal of Certificates**

#### **9.3.1 Expiring of Certificates**

Certificates expire, if

- a) the period of validity specified in the product certificate has expired and there has been no extension.
- b) the product certificate holder resigns from the product certification contract and informs the certification body of TÜV AUSTRIA within the notice periods in writing,
- c) the product certificate holder goes bankrupt or an application of insolvency is rejected due to a lack of assets,

#### **9.3.2 Restriction, Suspension, Withdrawal of Certificates**

The product certificates can be restricted, suspended or invalidated and withdrawn by the certification body of TÜV AUSTRIA with immediate effect, if:

- a) the certified product is no longer in conformance with to the approved sample,
- b) products endanger the end users or third parties,
- c) at the time of the audit, facts were not (properly) seen and assessed or were not identifiable at that time, which would be in the way of a positive certification - this includes, for example, incorrect categorization of products into certain risk classes or classification according to purposes of use, including also a mistake or a lack of certification by the certification body of TÜV AUSTRIA,
- d) in the event of recurring surveillances, market controls or any other subsequent product or system defect that is not remedied by the product certificate holder within a reasonable period,
- e) the product certificate holder does not carry out the periodic monitoring activities by the certification body of TÜV AUSTRIA or impedes or restricts the proper implementation,
- f) product certificates or product certificate copies have been altered and thus falsified,
- g) existing authorizations for the use of the certificate are also applied to non-certified products and thus a certificate abuse takes place, which substantially affects the basis for a trusting cooperation,
- h) misleading or otherwise inadmissible advertisement with product certificates is done,
- i) fees for product certification and / or product testing are not paid by the product certificate holder within the specified period. If the charges relate to several product certificates, the certification body of TÜV AUSTRIA decides which product or product certificate the measure should cover.
- j) despite information from the TÜV AUSTRIA regarding changes of the technical state of the certified product, the customer does not meet the requirements of the certification body.

#### **9.4 Procedure for the Withdrawal of the Product Certification**

The certification body of TÜV AUSTRIA gives the customer the opportunity to state its position prior to the declaration of limitation, suspension or withdrawal of a certificate, unless such a hearing is not suitable due to the urgency of the measures which need to be taken.

The right of the product certificate holder to continue to hold the product certificate of the certification body of TÜV AUSTRIA automatically expires for those products listed in the product certificate which are affected by the restriction or suspension or which expire based on the termination by a specific date or became invalid, short-term.

The certification body of TÜV AUSTRIA is authorized to publish restrictions, suspensions, invalidations and withdrawals as well as deletion of product certificates of the customer.

The certification body of TÜV AUSTRIA may report, particularly in cases of violations, name and address of the customer, the type of the violation or the reason for the invalidity declaration, possibly information on the product, etc., to the competent authority and the accreditation authorities, to other "authorities", to importers and to other interested parties.

For disadvantages, which occur for the customer in connection with non-grant, restriction or suspension as well as the expiry or withdrawal of a product certificate, the certification body of TÜV AUSTRIA cannot be held responsible.

### **10 Surveillance Activities**

The certification body of TÜV AUSTRIA performs regular checks to ensure and maintain a consistent product quality. This surveillance is carried out if necessary according to the country regulations / specifications.

The certification body of TÜV AUSTRIA can shorten the surveillance intervals if abnormalities are recognized within the surveillance activities, based on product-specific information by third parties or under any other circumstances.

The certification body of TÜV AUSTRIA may, in special cases, establish a product inspection before the first dispatch of the goods.

The certification body of TÜV AUSTRIA is authorized to inspect the products, production facilities and warehouses indicated in the product certificate (for foreign product certificate holders, the importer's warehouses or the Austrian authorized person and branch offices) at any time and without prior notification.

The certification body of TÜV AUSTRIA is authorized to take products for which a product certificate has been issued free of charge to carry out inspection tests as well as inspections in production facilities and warehouses.

The certification body of TÜV AUSTRIA may commission other independent and suitable bodies to carry out the surveillance activities on their behalf. Upon request, the same observations mechanisms shall be granted to those bodies. In case of the placement of an order by the TÜV AUSTRIA, the customer will be informed.

In the event of gross violations or blatant non-compliance during the surveillance activities, point 9.4 of this document applies.

The certification body of TÜV AUSTRIA will charge the product certificate holder for carrying out the surveillance according to the contractual agreement or their respective valid price list, unless a flat rate has been agreed on. Additional expenses which have not been stated in the contractual documents will always be invoiced in accordance with the current valid price list of TÜV AUSTRIA.

## 11 Handling of Nonconformities (Defects)

After every assessment or evaluation within the framework of the certification activity or after the surveillance activities (acc. to chapter 10), a so-called "List of deviation" is made available to the customer when nonconformities are identified. On the basis of this, the certification decision is made.

### 11.1 Handling of Nonconformities

The customer shall take appropriate measures to remedy nonconformities. The evidence of implementation must be provided in a suitable form within a period of validity dates of Inspection Report.

In general, defects have to be removed immediately, as quickly as possible and sustainable by the customer.

The plan of measures as well as proof of the successful removal of the defects must be submitted to the certification body of TÜV AUSTRIA.

The certification body of TÜV AUSTRIA has the right to check the removal of the defect at any time at the expense of the product certificate holder.

## 12 Possible Information About Involved Third Parties, Subcontractors

The procedure of the incorporated third party lies only within the responsibility of TÜV AUSTRIA, if the third party carries out activities incorporated by the TÜV AUSTRIA. In case of a third party incorporated by the customer, the acting people of TÜV AUSTRIA only check the plausibility of the submitted results.

## 13 Obligation, Rights & Liabilities

### 13.1 Obligations of the Customer (Exporter)

During the period of validity of the certificate the customer is, in addition to the compliance with all requirements of this certification program, obliged to:

- a) Fulfillment of specified requirements and conditions such as product requirements, including any changes, which must be fulfilled as a condition for establishing or maintaining the certification.
- b) Defining a new type description in case of a change to a certified product for the modified product, if it is also to be certified.
- c) Duplication of documents, certificates and any annexes in their entirety if the customer provides the certification documents to others. The duplication must be done as follows:
  - unique identification as a copy,
  - the duplicated documents shall be marked with the note that they are excluded from the revision service.
 The customer is obliged to make records of all manner of disclosure, including details of the purpose for which and to whom the certificate and any annexes have been handed over.
- d) Permit that the certification body of TÜV AUSTRIA is allowed to pass on information, documents and the like, which relate to the contract with the customer and the subject of the contract at the request of the approval and accreditation bodies of the certification body of TÜV AUSTRIA.
- e) Notification of and for written approval by the certification body of TÜV AUSTRIA regarding organization and management, regarding the certified product, system and personnel and any intended product changes, either through further development or through the replacement of components in time and before the products are put into production or placed on the market. The continuance of the product certificate depends on the result of a possible additional check.
- f) Notification of the certification body of TÜV AUSTRIA of any change in the submitted production process, of the organization, the management or the quality management system concerning the product.
- g) Timely notification of the certification body of TÜV AUSTRIA in case of an intended relocation of the production facilities or in case of an intended transfer of the company to another company or another company owner in time.

- h) Authorizing the certification body of TÜV AUSTRIA to disclose information that has become public due to legal or regulatory reporting requirements in relation to the product certification body.
- i) Enabling periodically recurring inspections of product manufacturing by the certification body of TÜV AUSTRIA.
- j) Verifiable observance of the instructions from the periodic manufacturing controls and the surveillance activities of the certification body of TÜV AUSTRIA.
- k) Compliance with a contractual agreement with the actual manufacturer by the customer, which must be observed in manufacturing the product and which includes the tolerance of required control measures, if the customer as product certificate holder is not the manufacturer of the product.
- l) Independent observance of the obligation to report to the authorities as a manufacturer or distributor either by themselves or through an authorized representative, despite of a product certification by the certification body of TÜV AUSTRIA.
- m) Possibility of participation of observers. This applies to employees of TÜV AUSTRIA and the authority during observation activities. Each of these observers is bound to secrecy.
- n) Enabling witness audits (definition see chapter 17) of the various approval and accreditation bodies of the certification body of TÜV AUSTRIA as well as higher-level QM departments of the TÜV AUSTRIA Group in its operating facilities and its subcontractors as well as the corresponding obligation of its subcontractors.
- o) Ongoing monitoring of the certified products to ensure that the products comply with the certified samples and meet all product requirements.
- p) At any time granting and enabling to carry out evaluations, appraisals and surveillances (if necessary) by the TÜV AUSTRIA. This includes, but is not limited to, consideration of documentation and records, access to equipment, location(s) and production area(s), personnel and subcontractors of the customer.
- q) Execution of the production with high care concerning the excellence and quality including the verification that the certified product continues to meet the product requirements.
- r) Recording, investigation and treatment as well as archiving and compilation of all complaints and claims concerning the certified product, which are known by the market or third parties, as well as submission of these complaints to the certification body of TÜV AUSTRIA and to inform the certification body of TÜV AUSTRIA at its request. This requirement of recording extends to the entire validity period of the product certificate. After expiry of the product certificate, the records must be kept for ten years. Appropriate measures must be taken and documented.
- s) Immediate remedying of safety defects on certified products which subsequently become apparent. In any case, the customer shall stop placing these products on the market and immediately inform the certification body of TÜV AUSTRIA.
- t) Use of product certification to the extent that the certification body is not discredited or to make any statements about its product certification that the certification body may consider to be misleading or unjustified.
- u) Carry out all required measures, which are brought to the attention by TÜV AUSTRIA in case of suspension, withdrawal or termination of the certification as well as to stop the usage of any advertising materials which contain any reference to the certification. Furthermore, all specifications of this certification program shall be considered (e.g. the return of certification documents, logos).

### 13.2 Obligations of the Certification Body

TÜV AUSTRIA have below rights in case if needed

- ✓ Obligation to provide information when third parties are included in the activities,
- ✓ Responsibility for the publication of the "certified product list",
- ✓ Storage obligation of records
- ✓ Reporting obligations acc. applicable rules and laws, to the necessary bodies/authorities, must be observed and listed.
- ✓ If required, disclosure of information from the customer to the necessary authorities
- ✓ Impartiality during the service provision
- ✓ Confidential handling of the information obtained within the framework of the legal and normative provisions

## 14 Relevant Additional Information

### 14.1 Complaints and Objections

Within the product certification process the customer has the opportunity to lodge a complaint or an objection, with regard to decisions made by the certification body to the certification body of TÜV AUSTRIA.

The proposed procedure can be found on the TÜV AUSTRIA website ([www.tuv.at](http://www.tuv.at)).

In case of denying a complaint or an objection the certification body of TÜV AUSTRIA has to give a meaningful reason for their decision to the customer.

If the reason given by the certification body of TÜV AUSTRIA is not accepted by the customer and no agreement or mutual solution of the matter can be established with the management of the certification body of TÜV AUSTRIA, then the customer is entitled to the legal process.

### 14.2 Copyright

All copyrights to the test and monitoring reports, certificates, expert opinions, calculations and other results documented, provided by the certification body of TÜV AUSTRIA, remain by the certification body of TÜV AUSTRIA. The transfer, application and / or publication of the service beyond the contractually purpose requires the prior written agreement of the certification body of TÜV AUSTRIA. In the case of the transfer, application and / or publication of the service, the customer is responsible for compliance with the legal regulations.

The customer shall indemnify the certification body of TÜV AUSTRIA to the extent that any third-party claims are infringed.

### 14.3 Non-Disclosure / Confidentiality /Data Protection

The TÜV AUSTRIA has committed its employees and other fulfillment agents to confidentiality about all facts which have been brought to their notice during the service.

This commitment extends in case of involvement of third parties for these.

The customer allows the certification body of TÜV AUSTRIA to make copies from written documents, drawings, plans, etc. for the files, which are left to the certification body of TÜV AUSTRIA for reference.

When handling personal data, TÜV AUSTRIA will comply with the provisions of the Data Protection Act, the GDPR and the Telecommunications Act and will take the technical and organizational measures required for data protection in the area of its responsibility.

TÜV AUSTRIA commits in particular to ensure that its employees comply with the provisions of § 6 of the Data Protection Act.

The privacy statement acc. to Art. 13 and 14 GDPR can be found on the website (<https://www.tuv.at/en/privacy-policy/>).

With regard to further non-disclosure/confidentiality/data protection regulations, TÜV AUSTRIA refers to the applicable provisions of the general terms and conditions (<https://www.tuv.at/en/contact/terms-and-conditions-conditions-of-purchase/>).

## 15 Fees & Commissions

### 15.1 Quotations

Fees are to be quoted at the time of nomination, and proposed to the Client in the form of a contract in order to signed from both parties; client and TÜV AUSTRIA

Quotations should be defined depending on the scope of work, including charges such as, testing, inspection, certification, sampling, loading, audit, re-issuance, licensing, registration .... Etc.

TÜV AUSTRIA Office is free to waive this fee depending on the local market; if the overall profitability of the business is assured and if there are no fixed fees according to the related country program.

## 15.2 Invoicing and Payment Methods

Invoices can be paid in advance or after the service is done, depending on the client's history with the company. Advanced payments from new clients or clients with high orders are strongly recommended.

## 16 Applicable Documents

- ✓ Certification documentation
- ✓ ToC (of TÜV AUSTRIA)

## 17 Definitions and Abbreviations

<b>Complaint</b>
This is a verbal or specific written statement of a third party which communicates the dissatisfaction due to apparent or actual inconveniences in the domain of the accredited certification body of TÜV AUSTRIA.
<b>Objection</b>
This is a verbal or specific written statement of a third party which communicates the objection against a decision of the accredited certification body of TÜV AUSTRIA
<b>Conformity Assessment Body (CAB)</b>
The company which carries out conformity assessment activities including calibration, test, certification and examination,
<b>Conformity Assessment</b>
All operations performed to determine the conformity of the product with the relevant technical regulation
<b>Certificate of Conformity</b>
Written document issued if the conformity assessment process is positive.
<b>Standard</b>
The features, processing and production methods of the product for common and repeated uses, approved by an agreed organization, intended to establish an order at the most appropriate level under the current conditions, their respective terminology, symbol, packaging, marking, labeling and conformity arrangements that specify one or more of
<b>Contract</b>
This is the agreement signed between TÜV AUSTRIA TURK and the manufacturer of Construction Materials which regulates the conditions of the right to use the certificate for the organization performing the production of construction materials deemed sufficient to be certified within the scope of this procedure.
<b>Manufacturer</b>
A natural or legal person who produces, corrects, identifies himself as a producer by placing his name, trademark or distinguishing mark; if the manufacturer is outside of Turkey, the authorized representative of the manufacturer and / or importer; In addition, the natural or legal person in the supply chain whose activities affect the reliability of the building material.
<b>Technical Specifications</b>
Standards and European technical approvals
<b>Inspection</b>

## Certification Program

TÜV AUSTRIA



Performing certain functions such as inspecting, advising in accordance with the issuance of conformity certificate and controlling the quality control works, material selection and evaluation of the manufacturer in the factory or elsewhere, within the framework of certain criteria.

### Product Certification System

Rules, procedures and management of product conformity assessment by third party (Reference ISO IEC 17067)

### Product Certification Program

Certification system of products associated with the same requirements, procedures and rules as defined See Certification program ISO / IEC 17067 Table 1 (see GUI-002a) in accordance with Article 1.3 of Annex V to the 305/2011 / EU Building Materials Regulation (Reference ISO IEC 17067). Certification Programs are based on the Schema Guide).

### Ministry

Expresses the Ministry of Environment and Urbanization.

### VOC (Verification Of Conformity)

The VOC code is used in this procedure to describe the general country shipping programs described in HNB-CAS Article 1.

### Notified Body

Assessment Body, the name of which has been notified to the Commission, which is located in Turkey and which has been assigned by the Competent Authority to carry out conformity assessment activities under a technical regulation in accordance with the Regulation of Conformity Assessment Bodies and Notified Bodies and principles specified in the relevant technical legislation,

### Competent Authority

Saudi Standards, Metrology and Quality Organization regarding to Ministers Decree N°.213 of the Ministry of Commerce and Industry, Ministers Decree N°6386 of the Ministry of Commerce and Industry of Kingdom of Saudi Arabia.

### Technical Regulation

All kinds of legislation issued by the Government which must be obeyed to and which regulates a product by handling one or more than one of its qualifications, process and production methods or any terminology, symbol, packaging, marking, labelling or conformity assessment works thereto.

### Surveillance

Sample verification of the effectiveness of the implementation and management system after certification, if any, with sub-areas.

### Nonconformity

General non-conformities, including but not limited to the following examples:

- ✓ A standard requirement is that the process / procedure as a whole is not defined and / or implemented to the extent required.
- ✓ Possibility of defective products / services
- ✓ Impacts that may cause product / service to be impaired or restricted
- ✓ Causes of deterioration of the management system
- ✓ Processes or practices that endanger employees
- ✓ An inability to recognize a part of the management system documentation
- ✓ Poor evidence that standard requirements are met

## 18 Revision History

#	Revision Date	Revision Explanation	Prepared by	Control	Approved by	Reviewing
0	18.03.2020	First Issue	DHO	SYI	IDA	-

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