

Connectivity & Products, SGS North America Inc.			
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Authorized by: LPGC	<u>Applicable To:</u> All Product Certification Program Clients	Rev. – 3.5 <u>Rev Date:</u> Dec. 6, 2022	Date Issued: May 7, 2008

Connectivity & Products
a division of
SGS NORTH AMERICA INC

PRODUCT CERTIFICATION PROGRAM
POLICY HANDBOOK



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1.0 Purpose:

To communicate the SGS C&P-US Product Certification Program Policies and/or Field Evaluation Program Policies to all program clients.

2.0 Scope:

This document covers the policies affecting clients of the SGS Connectivity & Products US (herein referred to as SGS) Product Certification and/or Field Evaluation Programs. The current version of this document is available on-line at:

<https://www.sgs.com/en-us/our-services/connectivity-and-products>

It is the responsibility of the client to meet the current program requirements. This document is subject to periodic review and amendment. This also acts as the Certification and Listing Agreement and is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect thereto. SGS reserves the right to modify these terms from time to time and at any time. Client is responsible for its continuing compliance with these terms.

This Agreement shall ensure to the benefit of and shall be binding upon the parties and their successors and assigns. This Agreement will be interpreted in accordance with and governed by the laws of the State of New Jersey.

3.0 Definitions:

Appeals: The process wherein a listing program client may challenge a finding by SGS. The Appeals process is subject to oversight by the Listing Program Guidance Committee.

Applicant: A firm or person who applies for product certification (Certificate Holder). May also be referred to in this document as CLIENT.

Complaints and disputes (to or with the Certifying Body): Complaints to SGS must be formally logged into a record system, and the response and all associated documented be kept on file (consistent with file retention guidelines, complaint records are maintained for five years). Complaints and disputes to/with SGS are subject to oversight by the Listing Program Guidance Committee.

Complaints and disputes (by customers to the Suppliers / Certification Clients): Are subject to review during the routine follow-up inspections. Evidence that complaints have been responded to effectively is required, or a non-conformance may be raised.

Factory: The locations at which the product is produced or assembled, routine tests are performed, and labelling with the SGS North America Listed mark (SGS Listed Mark) occurs. The factory is the location where Initial Factory Inspection and Follow-up Inspections are carried out by SGS NA to maintain the authorization to mark the products with the SGS Listed Mark.

Field Evaluation/Field Label: Evaluation of products or installations in the field, where the product is located, by specially trained and designated staff, to specific technical requirements, such as the NEC (National Electrical Code), acceptable to the Authority Having Jurisdiction over the installation.

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Follow-Up Inspection (FUI): The process of verification that a product continues to conform to the initial program requirements, by periodic evaluation of the manufacturing and quality assurance activities of the factory.

Initial Factory Inspection (IFI): The process of evaluating the capability, processes, and quality assurance system of the product factory.

Inspection: Examination of a product design, product, service, process or plant, and determination of their conformity with specific requirements or, on the basis of professional judgment, general requirements. (ISO/IEC 17020:2012)

Listing Agreement: The contractual arrangement under which a client is authorized to use the SGS Listed Mark to indicate compliance, with clearly defined product standards, subject to a program of verification administered by SGS.

In the absence of a separate, negotiated and executed Listing Agreement, this document shall act as the Listing Agreement. Client shall be bound to these terms upon submission of a signed form QSF 27-1-01 C&P Listing Program Application

Listing Report: The listing report is a document containing information from the initial product evaluation and qualification, used by an inspector to determine continuing compliance of the product.

Manufacturer: An organization that carries out or controls stages in the process of bringing a product to market such as product realization, assessment, verification, labelling, handling and storage of the product. A manufacturer has full responsibility for continued compliance of the product with the relevant requirements and undertakes all obligations in that connection.

Product Certification System: Rules, procedures and management for carrying out third-party product conformity assessment. (ISO/IEC 17067:2013)

Product Evaluation: The process of testing and analysis to determine if a product meets the requirements of a published international or national standard.

Recall: A request to return a product after the discovery of safety issues or product defects that might endanger the consumer. Under circumstances where immediate danger exists, recall of the product may be required. The manufacturer and/or factory shall have in place resources and records to notify affected consumers and governmental agencies.

Surveillance: Systematic iteration of conformity assessment activities as a basis for maintaining the validity of the statement of conformity (ISO/IEC-17000-2004).
See also: Follow-up Inspection.

Suspension: Under the terms of this handbook, when violations are found during the follow-up surveillance process, the privilege to use the SGS Listed Mark may be suspended until the violation is corrected. CLIENT may also request a voluntary suspension of the certification.

Termination: Under the terms of the certification listing agreement, when violations are found during the surveillance process, and the client is either unable or unwilling to take the needed corrective actions, the privilege to use the SGS Listed Mark may be ended permanently. CLIENT may also request termination of the certification.

SGS Certification System: The system established by SGS to test, inspect, and evaluate products and factories/manufacturers involved in a Listing Program, and to ascertain continued quality and compliance with established standards.

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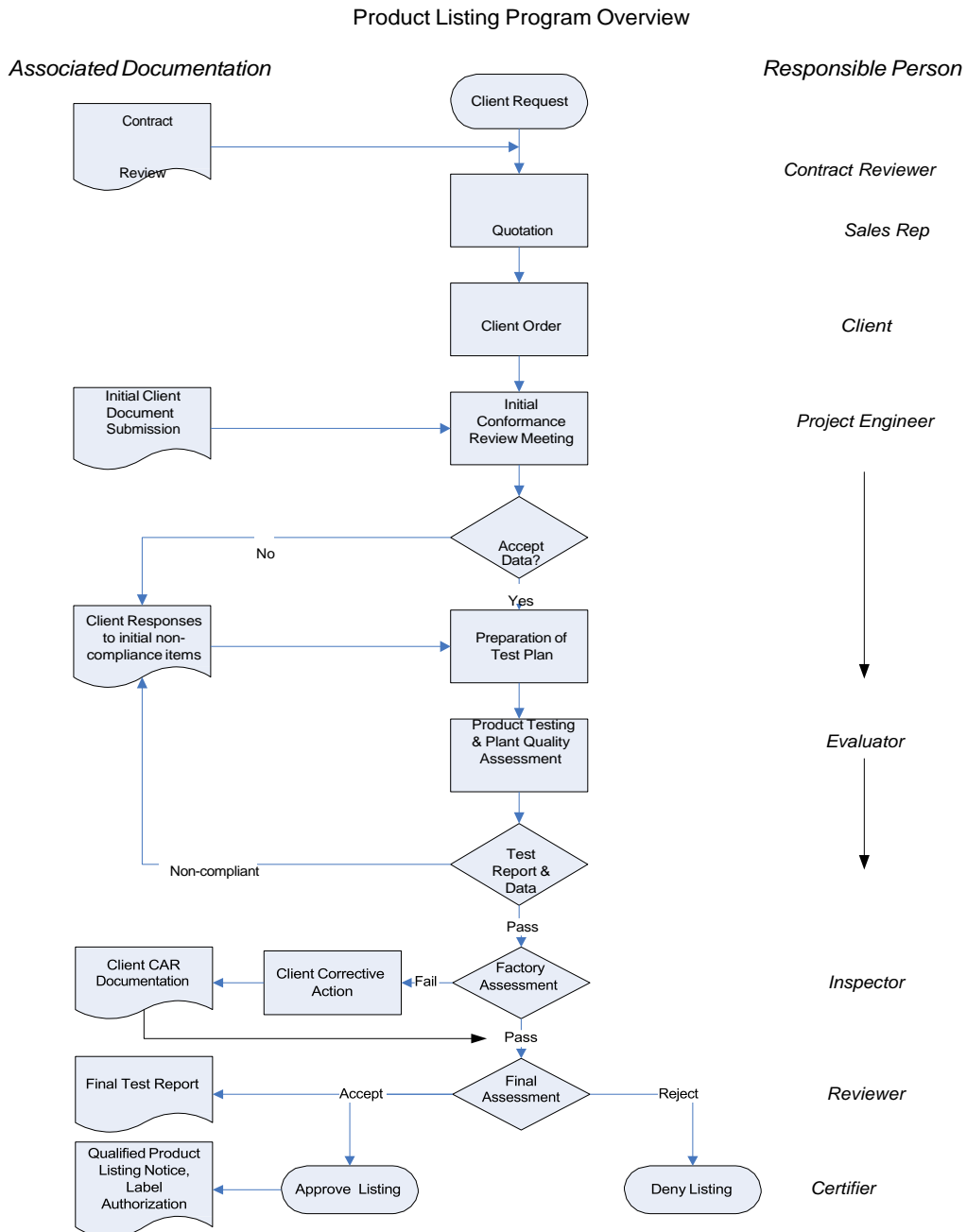
3.1 Definitions of Certification System Types:

- (a) All SGS facilities offering product certification services in accordance with either OSHA – NRTL regulations or ISO/IEC 17065. Certification shall be limited only to products evaluated and reviewed to those standards included in the facilities ISO/IEC 17025 and ISO/IEC 17065 and/or OSHA-NRTL scopes. Provision shall be made to process client inquiries under the SCC accreditation scope in English and/or in French.
- (b) The first two product certification systems operated by this organization most closely resemble those described by ISO/IEC 17067, Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes, **Systems 1a and 1b**. The **System 1a** program includes the evaluation of samples requested by the certification body, determination of characteristics by testing or assessment (the sampling may or may not be statistically significant of the entire population of product). **System 1b is typically used for certification of a batch of product (i.e., Limited Production Certification).**
- (c) The third product certification system operated by this organization most closely resembles that described by ISO/IEC 17067, Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes, **System 3**. The program includes the evaluation of samples requested by the certification body, determination of characteristics by testing or assessment, initial assessment of the production process or the quality system, as applicable, evaluation of the test and assessment reports, license, on-going surveillance by testing or inspection of samples from the factory as well as on-going surveillance of the production process. *Typically System 3 is used for certification of products with ongoing production.*

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4.0 Product Listing Program Overview

A process flow diagram encompassing the basic process from client inquiry through authorization to apply the SGS Listed Mark is shown below (does not include follow-up inspection):



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4.1 Explanation of SGS procedures for granting, maintaining, extending, suspending and withdrawing certification:

- 4.1.1 The procedure for **granting** the use of the SGS Listed Mark includes the initial application process, the product evaluation, initial factory inspection (IFI), and successful completion of any required corrective actions. Execution of all legal obligations (i.e., signature of the listing application and payment of any fees).
- 4.1.2 **Maintaining** the use of the SGS Listed Mark includes cooperation in the ongoing surveillance program defined in the listing report and/or program manual for each specific product. Typically that involves follow-up inspections and may also include periodic product testing. Prompt resolution of any corrective actions arising from the ongoing surveillance is mandatory.
- 4.1.3 The procedure for **extending** the use of the SGS Listed Mark to related products produced at the same factory and to the same standards as products already listed involves qualification evaluation of each new product.
- 4.1.4 See paragraph 5.19 and 5.20 below, for additional details on suspension, termination and recall.

5.0 Policies:

5.1 SGS product certification program description:

SGS operates certification programs under the authority of several accreditation bodies. See Appendix A for full list.

OSHA-NRTL and product safety certification. The OSHA-NRTL program is directed toward workplace safety. There are several thousand product safety standards, but only about one third of them are within the OSHA-NRTL scope defined by Federal law. Within the SGS programs, the scope is specifically defined by OSHA-NRTL under recognition 2-90. In the SGS ISO/IEC 17065 program there are several hundred electrical product safety standards. Certification may, at clients request, be to OSHA-NRTL and/or to ISO/IEC 17065 depending on the requested standard and the end use of the product. It is the intent of SGS to make sure that clients understand these differences.

ISO/IEC 17065 ¶ 4.1.2.2 (a)&(b): SGS will require that certification program clients always comply with the relevant provisions of the certification programme:

SGS will make such examinations as it deems necessary to determine whether in SGS' opinion, CLIENT's products conform to the applicable codes and standards (such products, codes and standards to be defined by each individual listing agreement). Such examinations will include an initial inspection of the Products, drawings, specifications, documents, materials and methods of construction and an assessment of CLIENT's capabilities for maintaining minimum acceptable levels of quality for conformance with the Standards. If SGS determines in its sole discretion that the Products conform to the Standards, SGS will then authorize CLIENT to use SGS Listed Mark. SGS will then also conduct periodic inspections to ascertain continued compliance with the listing agreement terms and conditions, and of the certified product to the applicable codes and standards.

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5.1.1 Field Evaluations are a special sub-set of product certification, differentiated by the fact that the label is only applicable to the specific product inspected, not a family of products produced, and only applies to the site where the specific product was inspected (i.e., the label is not transferable). Further, it is a “one-off” evaluation, with no follow-up inspection requirements. Despite these differences, the programs operate under similar policies as noted by exception statements below. In the absence of a specific exception statement, the policies stated herein apply to such field evaluations

5.1.2 The field evaluation program is not part of the OSHA-NRTL program, nor is it an ISO/IEC 17065 accredited program. It is a separately accredited program in accordance with IAS AC-354, *Accreditation Criteria for Field Evaluation of Unlisted Electrical Equipment*, NFPA 790, *Standard for Competency of Third-Party Field Evaluation Bodies*, NFPA 791, *Recommended Practice and Procedures for Unlabeled Electrical Equipment Evaluation*, and ISO/IEC 17020:2012 *Conformity assessment — Requirements for the operation of various types of bodies performing inspection*. Field evaluation activities are subject to recognition or approval by local Authorities Having Jurisdiction (AHJ’s) typically at the municipal or state level.

5.1.3 All certificates automatically get cancelled if this listing agreement is cancelled.

5.2 Basic client responsibilities:

CLIENT will *per ISO/IEC 17065 ¶4.1.2.2 (c) make all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and access to all areas, records (including internal audit reports) and personnel for the purposes of evaluation (e.g. testing, inspection, assessment, surveillance, reassessment and resolution of complaints);*

- a. Provide to SGS such samples of Products, drawings, specifications, and other documents and access to CLIENT’s facilities and those of its subcontractors and suppliers as may be required from time to time for initial evaluation and such periodic re-examination of market products to confirm that they continue to conform to the Standards. Sourcing or marked products may be from warehouses, retail outlets, manufacturing facility, factories etc., but in any case shall be provided to SGS at the Client’s expense;
- b. Render such assistance as may be requested by SGS to enable such examinations and inspections to be performed without delay or interference, and to provide suitable work space therefore;
- c. Grant SGS and its’ accreditation bodies (listed in Appendix A) free access without notice at any time during normal business hours to all of CLIENT’s places of production, assembly, shipment or storage of the Products to enable SGS to examine the Products, or any component parts thereof by witnessing of tests, inspection or other means for continued compliance with the Standards, to monitor CLIENT’s control systems applicable to the Products and to inspect any test data, calculations, records or reports required pursuant to SGS’ follow-up procedures for determining continued compliance with the Standards;
- d. Designate a responsible person or persons to control security with respect to the SGS Listed Mark, to maintain records of each of the Products to which the

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Labels or Marks have been affixed and to provide SGS with access to these persons and records during normal business hours;

In accordance with ISO/IEC 17065 ¶4.1.2.2 (i) client shall use certification only to indicate that products are certified as being in conformity with specified standards.

- e. Affix or apply the SGS Listed Mark only at the place or places of production when SGS has given initial authorization to CLIENT, only to those Products which comply with all requirements of the Standards, and only to those Products whose intended end users are commercial or professional enterprises;
- f. provide copies of certification documents to third parties in their entirety or, alternatively, as specified by SGS, if applicable;
- g. Submit to SGS any advertising referring to an SGS Listed Mark, compliance with the Standards, or inspection by SGS;
- h. Notify SGS of changes in legal, commercial, organizational status or ownership; any proposed change in design, method, materials or place of production of the Products; and prevent release of any modified product prior to SGS approval.
- i. Pay SGS for the services and charges hereunder at the rates agreed in advance.

In addition, the CLIENT agrees that its equipment, plant, facilities, and procedures shall conform to the requirements shown in ¶5.14 below and of the relevant initial facility inspection, or as otherwise may be specified in writing from time to time by SGS .

Failure of CLIENT to permit such access and provide such support shall be a breach of CLIENT's obligations, shall in the sole discretion of SGS terminate CLIENT's rights hereunder and be due cause for the CLIENT to immediately cease use of any SGS Listed Mark from the Products and the return of all labels containing such Marks to SGS.

CLIENT acknowledges that the sole discretion of SGS in issuing and continuing an SGS certification and listing is the essence of the listing agreement.

CLIENT also acknowledges that CLIENT has the sole responsibility for the continued compliance of its Products with the Standards. SGS does not design, develop, manufacture, repair, maintain, produce or otherwise participate or consult in any way with CLIENT's Products or quality controls with regard thereto.

Paragraph 5.2, clauses c, d, and e do not apply to field evaluations.

5.3 Use of the SGS Listed Mark (advertising rules):

In accordance with ISO/IEC 17065 ¶4.1.2.2 (e) client does not use its product certification in such a manner as to bring SGS into disrepute and does not make any statement regarding its product certification which SGS may consider misleading or unauthorized;

In the event that SGS deems that the Products are in compliance with the Standards, then CLIENT shall have the right to use the name of SGS and SGS Listed Mark in such form as shall be determined by SGS in the promotion, advertising, and labeling of the Products provided, however, that copies of all promotional, advertising and labeling material containing SGS' name or reference to its Certification Mark shall first have been submitted to SGS for its approval, and such approval has been given, in writing.

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In accordance with ISO/IEC 17065 ¶ 4.1.2.2 (g) client endeavors to ensure that no certificate or report nor any part thereof is used in a misleading manner; and In accordance with ISO/IEC 17065 ¶ 4.1.2.2 (h) client agrees in making reference to its product certification in communication media such as documents, brochures or advertising, complies with the requirements of SGS.

If in the opinion of SGS any advertising or representation of CLIENT may be misleading, SGS shall notify CLIENT and CLIENT shall terminate the use of such advertising or representation forthwith, shall cancel any space or time taken prior to receipt of such notification and scheduled for dissemination more than thirty (30) days thereafter, and shall take such other steps as SGS may deem appropriate in the public interest, which may include, in SGS' sole discretion, publication at CLIENT's expense of public or private retractions, advertisements or statements to correct such misleading statements. CLIENT also agrees that any deviation or variance in its Products from the Standards used by SGS in its certification and listing program shall allow SGS, in its sole discretion and at CLIENT's expense, to initiate such action as SGS considers necessary, including, but not limited to, withdrawal of the supply of Labels containing the SGS Listed Mark, removal of Labels containing the SGS Listed Marks from non-conforming products, removal of CLIENT's Products from the published Listings and notification of regulatory bodies, authorities having jurisdiction and other concerned parties.

For field evaluation listings, the client shall comply with all SGS requirements, and shall not use the statement of conformity in a misleading or unauthorized manner. The client shall make claims only within the scope of the statement of conformity and shall not use the statement of conformity in a manner that would bring SGS into disrepute. Further, the statement of conformity can only be used to indicate that the product is in conformity with the standards specified on the statement of conformity.

5.4 Label rules:

The labels on which an SGS Listed Mark is contained shall be obtained only from SGS or produced by the CLIENT after advance written approval of such label by SGS and shall be the property of SGS until the Products to which they are affixed have left the possession of the CLIENT. CLIENT shall assume all responsibility for all information on labels produced by CLIENT. SGS has granted to CLIENT a non-exclusive license to use its Certification Mark and labels in accordance with the listing agreement. The SGS Listed Mark shall be affixed or applied only in such manner and in such form as shall be approved in advance by SGS. The use of such Mark shall constitute an affidavit and warranty by CLIENT that the Product has been made without change and in compliance with the applicable requirements of the Standards.

It is the responsibility of the manufacturer to take care to minimize the risk of label counterfeiting and misuse. Examples of good practice include molding or stamping label information in plastic and metal parts, which cannot be removed without destroying the integrity of the part. If adhesive labels are used, they must be "tamper-resistant" such that upon attempted removal, they are permanently defaced and cannot be applied to another product.

This paragraph is not applicable to field evaluation, as a SGS representative will apply the SGS Listed Mark and no labels will be provided to the client for self marking.

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5.5 Product Samples:

SGS may request, or CLIENT may submit, a sample of any changed Product for examination at CLIENT's expense. If the Product as changed is deemed by SGS to be in compliance with all requirements of the Standards, CLIENT shall be so notified by SGS in writing, and CLIENT may thereafter affix, apply or use the SGS Listed Mark in connection with the Products as changed. CLIENT shall pay SGS 's then existing fees and expenses for such services. Failure of CLIENT to give timely notice to SGS of a proposed change to a Product shall in the sole discretion of SGS terminate the rights of CLIENT under the listing agreement with respect to the use of any SGS Listed Mark on, or in connection with, the changed Product.

This paragraph is not applicable to field evaluation.

5.6 Changes to product test standards:

In the event that a Standard is withdrawn, or revised during the term of the listing agreement, SGS shall determine the date by which use of the SGS Listed Mark under the Standard shall terminate and shall notify CLIENT of such date. In such event, CLIENT shall, if requested by SGS, deliver to it all nameplates and labels containing SGS Listed Marks and any other means of applying such Marks as evidence of compliance with the Standard, before revision or withdrawal. CLIENT may submit test reports and other evidence satisfactory to SGS that CLIENT's Products comply with a revised Standard and SGS may issue a revised report addressed to CLIENT which will effectively renew the use of the SGS Listed Mark under the terms and conditions of the listing agreement with such amendments as may be mutually agreed upon.

This paragraph is not applicable to field evaluation, as the only standard or revision that applies to a field label is the current standard referenced in the evaluation report at the time of the field evaluation.

5.7 Client Complaint File:

In accordance with ISO/IEC 17065 ¶ 4.1.2.2 (j), manufacturers of certified products are required to keep records of all complaints made known to the supplier relating to a product's compliance with requirements of the relevant standard and to make these records available to SGS.

Appropriate action must be taken with respect to such complaints and any deficiencies found in products or services that may affect compliance with the requirements for certification. Records documenting the actions taken must be kept.

This paragraph is not applicable to field evaluation.

5.8 Confidentiality:

SGS shall hold in strict confidence all design and manufacturing data, test and inspection reports and any other information provided by CLIENT in accordance with the terms of the listing agreement relating to any aspect of CLIENT's business. Such data, reports and other information may, with the written consent of CLIENT or in response to legal process, be made available by SGS to administrative and governmental bodies, or others.

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5.9 Use of SGS name:

In accordance with ISO/IEC 17065 ¶ 4.1.2.2 (d) client shall make claims regarding certification only in respect of the scope for which certification has been granted.

CLIENT shall not use the name of SGS-, its test results or its Certification Mark in connection with the promotion, advertising or labeling of any product which has not been determined by SGS to meet the Standard as provided herein, nor shall CLIENT use SGS 's name, test reports, or SGS Listed Mark after the termination of the listing agreement. It is understood and agreed that CLIENT may not use the corporate names of Consumer and Retail Services, SGS NORTH AMERICA INC, their marks, seals or insignia in advertising to the general public, except as specifically approved in writing in advance by SGS which approval may be withheld at SGS 's sole option.

5.10 Contract period and termination:

In accordance with ISO/IEC 17065 ¶ 4.1.2.2 (f) upon suspension or cancellation of certification, client will discontinue its use of all advertising matter that contains any reference thereto and returns any certification documents as required by SGS;

Commencing on the date of acceptance by SGS-, the listing agreement shall be for a period of One (1) Year, and shall continue thereafter until and unless terminated by either party. Subsequent to the initial One (1) Year term, the listing agreement may be terminated by thirty (30) days written notice to the other party. CLIENT agrees that upon termination of the Agreement for any reason, CLIENT will return all SGS Listed Marks in its possession, will provide to SGS-, or dispose of to the satisfaction of SGS-, any stamps or dies that indicate SGS certification, and SGS will be entitled to remove the Products from its published listings.

Certificates are valid when indicated in the SGS online certification directory.

This paragraph is not applicable to field evaluation, as a SGS representative will apply the SGS Listed Mark and no labels will be provided to the client for self marking.

5.11 Fees for service:

The Listing program is funded by the fees charged to clients for the services offered. SGS may change its fees from time to time during the term of the listing agreement upon written notice to CLIENT. Payment in full for all invoices is due within thirty (30) days of the invoice date. SGS may assess an interest charge of 1.5% per month for any overdue payments and may charge and collect from client all costs of collection thereof, including attorneys' fees.

5.12 Force majeure:

Nothing herein contained shall be deemed to impose any obligation or penalty upon either of the parties hereto if performance of any obligation herein provided for is prevented by strike, riot, law, regulation or order, civil commotion or any cause beyond the control of such party.

5.13 Limit of Liability:

5.13.1 CLIENT agrees that SGS does not assume or undertake any responsibility of the CLIENT to any other party and that SGS makes no warranty or guarantee, either expressed or implied, concerning CLIENT or its Products. In addition, SGS makes no representation or warranty that any particular regulatory body,

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authority having jurisdiction or any concerned party will recognize or accept SGS Certification and Listing; therefore, the relevant authorities should be consulted by CLIENT before sale, distribution or installation of the Products.

- 5.13.2 CLIENT agrees to protect, defend, indemnify, and hold harmless SGS , its directors, officers, employees, and agents against any and all liability, loss, costs, damages, attorneys' fees and expenses of whatever kind and nature which SGS may sustain or incur by reason, or in consequence of, any acts or omissions of CLIENT in respect of the right granted hereunder to affix or apply a SGS Listed Mark to any Products and the use of such SGS Listed Mark in connection with any Products, whether authorized or unauthorized, and which may be sustained or incurred by SGS in making any investigation on account of any such liability, loss, cost, damage, or expense, in defending or prosecuting any action, suit or other proceeding which may be brought in connection therewith, in enforcing any of the obligations herein contained, or in obtaining a release from liability in connection therewith.
- 5.13.3 CLIENT shall at all times protect, defend, indemnify, and save harmless SGS , its directors, officers, employees and agents, from and against any and all claims and demands whatsoever, including costs, attorneys' fees and liabilities incurred in connection therewith, arising out of injury to, or death of any person whatsoever or damage to property of any kind by whomsoever owned, or investigations or actions by governmental bodies or regulatory agencies, arising out of this Agreement or the program referred to herein or any activity associated therewith or relating thereto, or allegedly caused in part or entirely by reason of negligent instructions or directions by CLIENT or its agents.
- 5.13.4 The maximum aggregate liability of SGS in any way arising out of services provided in connection with this Agreement, in contract or tort, including negligence, strict liability or on any other basis, shall not exceed the latest annual fee paid to SGS under this Agreement, and under no circumstances shall SGS be liable for any indirect, special or consequential damages arising out of services provided in connection with this Agreement.

5.14 Factory's Quality Assurance:

The factory must demonstrate the effectiveness of its Quality Management system or Quality Plan to assure the outgoing product(s) comply with the relevant standard(s). This is verified by the Factory Inspector during the Initial Factory Inspection.

- 1). The factory/manufacturer shall:
 - A. Assign a person responsible for Quality Assurance.
 - B. Prepare procedures as detailed below (as they are applicable to production operations of the listed product).
 - C. Effectively implement the procedures.
 - D. Ensure adequate separation of duties between quality assurance personnel and production personnel.

- 2). The factory/manufacturer shall maintain procedures to control production

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including:

- A. procedures or mechanisms to identify batches or production runs,
- B. procedures to isolate non-conforming products,
- C. procedures to notify SGS of changes to the product, production or management systems that may impact a product's compliance,
- D. procedures for periodic review and update of master specifications,
- E. procedures for the retention of production records,
- F. procedures for the tracking and documentation of product defects, claims and complaints, and,
- G. procedures for controlling incoming materials and components used to make the certified product.
- H. procedures to conduct periodic quality assurance verification of production runs, including:
 - sampling procedures, and
 - a requirement for verification inspections and tests to be conducted by individuals who are independent of production; and
- I. procedures for production line verifications and tests, when required by the test standard or SGS, using properly calibrated and maintained test equipment that is routinely checked by the manufacturing facility.
- J. procedures for instituting a product recall.
- K. procedures for removing the mark of conformity from products, reworking a product in the factory so it will comply with applicable test standard(s); and scrapping or replacing a returned product that is no longer in compliance with SGS certification if it is not practical to remove the mark or rebuild the product

Section 5.14 is not applicable to field evaluation.

5.15 SGS Subcontracting:

SGS may, at its discretion, and as permitted by the regulations of the specific product certification program, subcontract product evaluation or inspection work to qualified SGS affiliates, outside firms or individuals. Client permission shall be obtained for such subcontracting.

Notwithstanding any subcontract, or consent thereto, SGS shall not be relieved from fulfilling any provisions of this Agreement. SGS will be fully responsible to the CLIENT for the acts and omissions of its subcontractors. Further, SGS shall not subcontract any certification services and shall maintain responsibility for granting, maintaining, extending, suspending or withdrawing any certification hereunder.

5.16 Appeals, complaints and disputes:

Feedback from clients is welcome, and is used as part of our continuous improvement process. Appeals, complaints and disputes brought to SGS (the certification body) by suppliers or other parties are subject to a documented procedure for complaint processing that includes investigation, response and corrective action, where appropriate. SGS maintains records of all appeals, complaints and disputes and remedial actions relative to certification.

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In all cases, the appellant shall be granted an opportunity to have their case formally heard. The process is as follows:

- Initially complaints shall be forwarded to the local SGS contact. Complaints related to US/CAN product certification can be forwarded directly to USA Certifications at uscts.certifications@sgs.com. Upon receipt of a complaint or appeal, SGS will confirm whether the complaint or appeal relates to certification activities for which it is responsible. An acknowledgement of the complaint shall be provided.
- To ensure that there is no conflict of interest, personnel (including those acting in a managerial capacity) who have been employed by a client shall not be assigned by SGS to review or approve the resolution of a complaint or appeal for that client within two years following the end of the employment.
- If the Certification Manager cannot be impartial concerning the matter in dispute, steps will be taken to ensure impartiality during the process by assigning the evaluation of the appeal to a qualified designee, particularly if the Certification Manager is named in the dispute or has taken action which contributed to the client dissatisfaction.
- SGS shall be responsible for gathering and verifying all necessary information (as far as possible) to progress the complaint or appeal to a decision.
- The decision resolving the complaint or appeal shall be made by, or reviewed and approved by, person(s) not involved in the certification activities related to the complaint or appeal.
- Actions needed to resolve the complaint and formal notification of outcome shall be in accordance with SGS procedures.
- If the complainant remains dissatisfied with the response received from the Certification Manager, the finding can be escalated to the Listing Program Guidance Committee for final SGS disposition. Upon completion of the evaluation of the appeal, the complainant shall be provided with a written explanation of findings and reasons for the decision reached. The complainant always has a final right of appeal to the accreditation body that administers the program under which their product is listed for final SGS disposition.

Appendix A lists the addresses for the various accreditation bodies.

5.17 Inspection Frequency

Surveillance inspections are scheduled based upon the requirements of the specific program under which the product is being certified. When not otherwise specified, the de facto audit schedule for all new clients is two (4) follow-up inspections per year for products not intended for use in hazardous locations (HazLoc) unless the factory/manufacturer/applicant demonstrate ongoing quality assurance programs, control programs and effectiveness in meeting product safety requirements either during the Initial Factory Inspection or during subsequent inspections, or four (4) follow-up inspections per year for HazLoc products. Follow-up inspections are usually conducted on a quarterly or semi-annual basis. However, when seasonal or non regular production is involved, it may be necessary to conduct the requisite inspections within a single production cycle. When required by regulatory requirements or specific program requirements, inspections continue on the frequency mandated by the program for the life of the certification. In no case, would SGS permit fewer than two (2) inspections per

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year.

Results of follow-up inspections (or other evidence that certification requirements have not been met) may justify an increase in the number of factory inspections per year and/or an increase in the frequency of such inspections. Inspection results will be evaluated in accordance with pre-defined and specific risk criterion when justified by the factory's production schedule and previous inspection results. Inspection frequency can be reduced after the factory has demonstrated through at least four (4) inspections that appropriate and necessary actions were taken to mitigate specific risks.

Examples of risk criterion to be considered may include (but are not limited to) the following:

- Production of products that are intended for use in hazardous locations;
- Evidence or suspicion that the factory has not been producing a product in conformance with the product certification requirements or failure to maintain appropriate controls over its production process at a factory;
- Evidence or suspicion that the factory is not using or controlling the SGS Listed Mark(s) correctly; or
- Evidence or suspicion that safety concerns exist concerning the products.
- Factory's production schedule and previous inspection results warrants changes to inspection frequency.
- Factory maintains an accredited quality system in good standing under ISO-9001.
- Factory is under active surveillance by another NRTL and/or Certification body.
- Certified products are low risk and do not require routine safety testing.

This paragraph is not applicable to field evaluation.

5.18 **Minimum Allowed Plant Inspection Schedules by Program**

- ISO/IEC 17065: *varies by program*
- OSHA-NRTL – Hazardous location (HAZLOC): 4 per year
- OSHA-NRTL – non-HAZLOC: 2 per year
- SCC (Standards Council of Canada): 2 per year
- RVIA (Recreational Vehicle Industry Ass'n): 4 per year

This paragraph is not applicable to field evaluation.

5.19 **Involuntary Suspension, Termination & Recall**

Deficiencies in the product's test performance or the manufacturer or factory's quality assurance and fabrication procedures will be evaluated in accordance with the Listing Program requirements. The degree of action taken by SGS will vary with the degree of noncompliance and the effect of the deficiency on product safety and intended use of the product.

Suspension: In the event that SGS suspends certification of a Product, the CLIENT will:

- a. Advise all existing and potential purchasers regarding the status of certification,
- b. Make no misleading statements and/or claims during the suspension period, and

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- c. Cease the use of the SGS Listed Mark on the Products produced following the date of suspension

Reinstatement: A suspension may be repealed based on the manufacturer or factory's proven compliance with the Listing Program requirements. Re-approval will be based on the manufacturer or factory's ability to rectify any deficiencies within the time period established for correction. The level of reevaluation required for re-approval and the allotted time period for corrections will be established by the Listing Program Manager.

If certification is reinstated after suspension, SGS shall make all necessary modifications to certification documents, public information, authorizations for use of marks, etc., in order to ensure all appropriate indications exist that the product continues to be certified. If a decision to reduce the scope of certification is made as a condition of reinstatement, SGS shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in certification documentation and public information.

Product Recalls: In case of a recall, the recall procedures developed by the applicant, manufacturer and/or factory in accordance with the latest edition of the U.S. Consumer Product Safety Commission Recall handbook, shall be immediately implemented. Failure to comply with a SGS mandated recall will result in termination of the listing program, and written notice of such termination will be issued to applicable code authorities and/or regulatory agencies recognizing SGS certification of the product.

Termination: Approval to the Listing Program will be terminated upon the manufacturer or factory's inability to rectify any noncompliance within the allotted time period. Termination of approval will occur after review and confirmation by the Certification Manager of the non-compliant program status and issuance of a Notice of Delisting and Removal of the SGS Listed Mark.

If any Authority Having Jurisdiction requests the cessation of certification of a product to the requirements stated within a particular standard or an ORD, SGS shall inform SCC and take appropriate actions put forward by respective Authority Having Jurisdiction.

SGS reserves the right to publish notice of the termination of the certification.

5.20 Voluntary Suspension or Termination:

A client may request a voluntary suspension of listing privileges, for a period not to exceed 12 months. Typically this will be for business reasons such as suspended production due to lack of demand, etc. In this case, carrying out follow-up inspections imposes an undue expense with no benefit either to the client or to the certifying body. If a voluntary suspension extends beyond 12 months, it automatically becomes an involuntary termination, and requires a new program application and complete product re-evaluation to restore the permission to use the SGS Listed Mark.

The client may extend the voluntary suspension for an additional 12 months by submitting a new request for voluntary suspension, in addition to hosting a follow up inspection, prior to the expiration of the suspension period.

All voluntary suspensions and/or terminations must be documented by written request.

During the suspension period SGS may perform an unannounced inspection to verify that

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the certification mark is not being applied to products.

Upon termination of the certification, SGS will consider final production totals from the certification period as valid. Any production during the suspension period shall not be considered valid.

5.21 Changes to the Requirements for Certification

Changes to the Requirements for Certification that materially affect the client shall be made known to clients by certified mail or by other definitive arrangement. Client feedback shall be sought for major program changes such as those that could affect the status of certified products.

Minor changes such as technical clarifications or process changes will be made available to the client in the next posted revision of QSP 27-3 Production Certification Program Policy Handbook on the SGS website: <https://www.sgs.com/en-us/our-services/connectivity-and-products>

6.0 Technical Requirements and Clarifications

6.1 Factory requirements for Routine Testing:

Each product certification Listing Report / Inspection Procedure specifies the requirements (if any are applicable) required by the product standard for Routine Tests for Manufacturing and Production. This notice is to clarify the intent of such tests – to be routine testing actions taken to qualify a product prior to placement of the SGS Listed Mark.

In-process inspection steps cannot substitute for the routine testing activities that must be used to justify certification of the product. If the required tests are also carried out during in-process inspection, they must be repeated after final assembly of the product is completed and documented as routine testing.

6.2 Requirements for calibration control of routine test equipment:

When products are certified for product safety under either the OSHA-NRTL or ISO/IEC 17065 product certification programs, the requirements of ISO-9001 for control of monitoring and measuring equipment must be complied with. The relevant portion of ISO-9001:2015 § 7.1.5.2.

In order to meet this requirement, the minimum expectation is that every instrument used to determine incoming inspection quality, in-process inspection quality, and final inspection quality will be calibrated by a calibration service provider that is ISO-9001 registered with calibration service in their declared scope of service. Calibration certificates from such providers should indicate as a minimum that the calibration was performed in accordance with ANSI/NCSL Z540-1-1994, and include a statement that the calibration is traceable to the National Institute of Standards and Technology (NIST) or equivalent international or national measurement standards.

Note: In order for in-house calibration to be accepted in place of an external calibration service provider, there must be objective evidence of a competent (trained and certified) calibration technician and availability of a master set of standards that are independently calibrated and fully traceable to NIST. Under such circumstances, calibration should be included in the factory's scope on their ISO-9001 certificate.

Preferred Option:

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It is always preferred that outside calibration service providers be accredited to ISO/IEC-17025. In ISO/IEC-17025 calibrations, the specific calibration service required must be listed within the calibration service provider's ISO/IEC-17025 scope of accreditation. ISO/IEC-17025 accredited calibration service providers are held to a much more rigorous standard than those registered to ISO-9001, and hence CLIENT have greater assurance of the quality of the calibration. Further, under ISO/IEC 17025, the calibration service provider must provide estimates of measurement uncertainty, which is valuable information in determining if results obtained near the limits of the acceptance criteria are meaningful or not.

Unacceptable Practices:

Verification is not a substitute for calibration. Every instrument used to determine incoming inspection quality, in-process inspection quality, and final inspection quality must be calibrated and traceable to NIST. Verification is an important activity, but it is limited to making intermediate checks between calibrations. The great value of verification is that if an instrument is found to be out of calibration when it is next calibrated, CLIENT will need to determine if the out-of-calibration condition affected the acceptance of the items under test during the period between the last verification and the calibration. Without intermediate verification, CLIENT's entire production since the last calibration may be brought into question.

7.0 Links to Certification Databases:

As required by ISO/IEC 17065 ¶ 7.8, information related to the certification is available on the internet by accessing from a QR code on the certificate or on the SGS website. Information available on the public database may include the certificate holder, city, state, country, product description, model numbers, technical ratings, SGS contract number, standards the product(s) are certified to, and certification conditions.

For Certified Components and Products:

<https://www.sgs.pl/en/vr/sgs-certified-components-and-products>

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Appendix A

Listing of Accreditation / Recognition Bodies
For SGS Product Certification Programs

ISO 17065: For Product Certification

American Association for Laboratory Accreditation (A2LA)
5202 Presidents Court, Suite 220
Frederick, MD. 21703

Standards Council of Canada
55 rue Metcalfe Street, Suite / Bureau 600
Ottawa, Ontario K1P 6L5 Canada

OSHA/NRTL: Occupational Safety and Health Administration
U.S. Department of Labor
200 Constitution Ave., N.W., Room N3655
Washington, D.C. 20210

Other: The North Carolina Building Code Council Evaluation Body NC
Department of Insurance
1202 Mail Service Center
Raleigh, NC 27699-1202

EPA Energy Star® Energy Star Certification Scheme
U.S. EPA
1310 L Street, NW
Washington DC 20005

**Field Evaluation
And ISO 17020:**

American Association for Laboratory Accreditation (A2LA)
5202 Presidents Court, Suite 220
Frederick, MD. 21703

**SANITATION/FDA
FOOD CODE:** ANSI National Accreditation Board (ANAB)
330 E. Kilbourn Avenue, Suite 925
Milwaukee, WI 53202

RVIA: Recreational Vehicle Industry Association
1896 Preston White Drive
Reston, VA 20191

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Appendix B - Field Evaluation Process Description

