

Certification agreement and use of marks

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of

Eurofins Electric & Electronic Product Testing AG

1. Obligations during the certification validity period

The customer is obliged to comply with the following points during the certification validity period:

- a. the client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the certification body;
- b. if the certification applies to ongoing production, the certified product continues to fulfil the product requirements;
- c. the client makes all necessary arrangements for
 - i. the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
 - ii. investigation of complaints;
 - iii. the participation of observers, if applicable;
- d. the client makes claims regarding certification consistent with the scope of certification;
- e. the client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized;
- f. upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- g. if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- h. in making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme;
- i. the client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- j. the client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and
 - i. takes appropriate action with respect to such complaints and any deficiencies found in products that
 - ii. documents the actions taken.
- k. the client informs the certification body, without delay, of changes that may affect its ability to conform with the certification requirements.
- l. that the product for which the certification is requested is compliant to the requirements of all the concerned directives, regulations (i.e. EMC, ErP, Outdoor, etc.) and national regulations.

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2. Changes affecting certification

The actions to implement changes affecting certification shall include, if required, the following:

- evaluation
- review
- decision
- issuance of revised formal certification documentation

3. Termination, reduction, suspension or withdrawal of certification

Certificates which have been issued can be terminated, restricted, suspended or withdrawn at the request of the customer or certification body.

Reasons of the certification body can include the following:

- Market control, reports or notifications by authorities, ENEC Bodies and consumer organizations etc. about safety-related defects of products,
- Non-compliance with certification requirements
- Detection of irregularities during the manufacturing of the product (e.g. in the production process at the manufacturer's) with regard to the consistency of the product with the tested type
- Safeguard clause procedure or RAPEX notification according to EU law
- Becoming aware of facts following confirmation of the statement of conformity that could have adversely affected the original certification decision

The examples listed here are not exhaustive. Further reasons need to be clarified with the certification body.

4. Use of marks

- If included in the respective certification program, a valid certificate authorizes the use of a mark.
- The mark is only allowed to be used as depicted in the respective certification program.
- The right to use the mark expires when the certificate becomes invalid.
- The mark must appear separately, i.e. it is not allowed to be incorporated into the logo or similar.
- The mark is only allowed to be used in the specified design (colour, shape, typeface and proportions). Processing the files provided using image editing programs to modify the specified design is prohibited.
- The mark is provided in electronic form.
- All advertising statements in the context of the mark are to be agreed with and approved by Eurofins Electric & Electronic Product Testing AG in advance.

5. Annual License fee for the Use of marks

ENEC / SEV certificates are subject to Annual licence fees. Annual licence fees are calculated based on all valid ENEC / SEV licences valid on January 1st and are to be invoiced to the license holder. The license holder is responsible that their unused ENEC / SEV licences not later than November 30th to make sure that these licenses are not subject to annual licence fee.

6. Certificate

The certificate confirms conformity and is the property of the certification body.

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7. Misuse

The improper, misleading and illegal use and/or publication of certificates or marks is prohibited and legal measures and consequences will be pursued to penalize such actions.

8. Complaints and appeals

Any complaints or appeals made to Eurofins Electric & Electronic Product Testing AG can be submitted at any time using the complaint management form available at www.eurofins.ch/electrical-and-electronics-en/about-us/client-portal/.

The Quality Management department at Eurofins Electric & Electronic Product Testing AG receives and processes the submitted complaint directly.

9. General

Our current General Terms and Conditions available at www.eurofins.ch/electrical-and-electronics-en/ apply in addition to the certification conditions listed here.

Brief description of revision	Version	Reviser	Date
First Version	V1	HSc	20.04.2022
Add cl. 5. "Annual License fee for the Use of marks"	V2	HSc	23.09.2025