

Testing and Certification Regulations (TCR)

FUNDAMENTALS

Testing and certification activities are carried out impartially at eco-INSTITUT Germany GmbH and no commercial, financial or other circumstances that endanger impartiality are permitted.

In principle, the certification body makes its services available to all applicants as long as they are covered by the scope of validity of the certification body. The certification body will treat all applicants equally.

1 Scope of validity

eco-INSTITUT Germany GmbH, hereinafter referred to as eco-INSTITUT, operates a testing laboratory in accordance with DIN EN ISO/IEC 17025 and a certification body for products based on the requirements of DIN EN ISO/IEC 17065. The status and scope of validity of accreditation are shown on the homepage at <https://www.eco-institut.de/de/>.

eco-INSTITUT also has notifications from Deutsches Institut für Bautechnik (DIBt).

These Testing and Certification Regulations establish general and specific principles under the legally enforceable agreement with the applicant or client (hereinafter referred to as the Client) for:

- Laboratory testing (analysis service, material testing)
- Assessments of production processes (production facility monitoring/audit)
- Sampling of materials
- Evaluation and certification of products and their components on the basis of national and international standards and regulations or according to the respective certification programmes of eco-INSTITUT

The certification programmes of eco-INSTITUT will be made available to applicants on request.

2 Confidentiality

The testing and certification body has put in place arrangements to ensure that the Client's company and trade secrets and all

personal data that have become known to them in the context of the application and the provision of the service are treated confidentially.

The testing and certification body is entitled to store all data and results obtained in connection with the testing and certification, such as recipes/formulations, model names and measurement results, in files on data carriers and/or in paper form, and to use and process them within the scope of their tasks.

Where the testing and certification body is required by law to do so, or if these TCR or a contractual regulation permit, the testing and certification body may inform other bodies or authorities of results and certificates, in particular of the refusal, restriction, suspension and withdrawal of a certificate. The certificate holder or Client will be informed of this circumstance, unless this is prohibited by law.

Other notified and/or appointed bodies will be informed of the negative and positive results of conformity assessments, provided that the testing and certification body is required to do so by law. Where required by a legal basis, the testing and certification body will provide information on testing and certification to competent authorities on an individual basis. The certificate holder or applicant will be informed of this unless this is prohibited by law.

This notification does not release the Client from their obligations concerning them, which arise, for example, for a manufacturer.

The testing and certification body is entitled to enable appraisers of the accreditor and/or authorising authorities to inspect the documents and participate in conformity assessment activities.

The testing and certification body may publish data and results anonymously (e.g. in the context of scientific publications).

3 Testing

3.1 Testing and sampling

Tests may be commissioned by the Client directly from the testing laboratory, or the tests are carried out as part of a certification process based on the contractually concluded

certification agreement and the General Terms and Conditions of eco-INITIUT; it is the Client's responsibility to supply a sufficient amount of sample material depending on the test order or certification programme. The samples are handed over to eco-INITIUT free of charge, depending on the test order or certification programme, with further necessary information and documentation (e.g. recipe/formulation, information on sampling).

Sampling may be carried out by the manufacturer, by an eco-INITIUT representative or by an independent third party, depending on the test order/certification programme.

If necessary, the test laboratory can request further samples free of charge.

Unless otherwise agreed, eco-INITIUT conducts tests with its own personnel in its own testing laboratory and, with the consent of the Client, with the involvement of third parties. The rules set out in Section 5 apply to subcontracting.

Test samples are tested in accordance with the standards, regulations and rules specified in the test order or certification programme, eco-INITIUT's test criteria and the requirements agreed with the Client. If no norms, standards or other regulations are available for the nature and scope of the test, the testing laboratory will establish a test procedure with the Client.

3.2 Laboratory report

Upon completion of the test, the Client will receive a laboratory report in accordance with the requirements of DIN EN ISO/IEC 17025 with all the necessary information. A laboratory report may contain results that can lead to a positive or negative assessment. Depending on the type of service requested, laboratory reports can also include assessments.

With regard to the use of laboratory reports, the information "*Advertising with test reports*", available at <https://www.eco-institut.de/en/advertising/>, applies.

A laboratory report relates exclusively and explicitly only to the test specimen submitted by the Client and must therefore not be used as a certificate.

4 Certification

4.1 General information

Certification is based on certification criteria set out for each product in a certification programme. The specific products, certification programmes, manufacturing plants and other key data are set out in the legally enforceable agreement. This is formed from the contract for the provision of certification services, the appendix "Scope of validity", these TCR, the

General Terms and Conditions, and the schedule of fees as amended.

The certification process is a process with an open outcome that can result in the issuance or non-issuance of the certificate.

4.2 The applicant's application and obligations

The applicant will receive all relevant information about the respective certification process via the homepage (www.eco-institut-label.de) or on request. With a written application, the applicant provides all the necessary information, which is required generally and in accordance with the certification programme. The certification body has the right to request additional information and documents if necessary. Documents must be submitted in German or English; other languages are possible upon consultation with and approval by the certification body. The certification body reserves the right to use certified translators/interpreters at the expense of the Client when inspecting documents and/or evaluating production processes.

If the application has to be rejected by the certification body, the applicant will receive written justification.

In the event of a positive examination of the application by the certification body, both parties sign the contract for the provision of certification services. In doing so, unless otherwise agreed, the applicant undertakes:

- To comply with the certification requirements at all times, including the implementation of corresponding changes, if these are communicated by the certification body (Section 4.4);
- To ensure that, where certification is valid for an ongoing production, the certified product continues to comply with the certification requirements applicable to that product;
- To take all necessary steps to carry out any planned or necessary evaluations (e.g. testing, sampling, evaluation of production processes), including the investigation of complaints and the participation of observers;
- Not to use the certification in a manner that could discredit the certification body, nor to make any comments about the certification that the certification body could consider to be misleading or unjustified;
- In the event of suspension, withdrawal or termination of the certification, to cease the use of all promotional materials related to certification and take the measures required by the certification programme (e.g. return of certificates) and any other necessary measures;

- If the Client provides other certificates, to ensure that these documents are used only as specified in Section 4.3;
- To comply with the requirements of the certification body or as defined in the certification programme when referring to certification in communication media, such as documents, brochures, websites or promotional materials;
- To comply with all requirements relating to the use of marks of conformity and information relating to the product;
- To collect complaints concerning the certified products and keep all records thereof and make such records available to the certification body upon request, free of charge and without undue delay;
- To take appropriate measures in relation to such complaints, as well as to eliminate any defects discovered in the certified products that affect compliance with the certification requirements and to document the measures taken; this may include measures such as quarantining products in the warehouse or recalling products from the market.
- To inform the certification body without undue delay of any changes that could affect their ability to comply with the certification requirements (in particular the legal, economic and organisational status of the Client (including change of name, change of ownership, change of legal form, insolvency), organisation and management (including key positions, decision-making processes or technical staff, changes to the product or production method, contact addresses and production facilities, or significant changes to the quality management system, if this is a requirement) (see Section 4.4);
- Where the Client, as the certificate holder, is not themselves a manufacturer of the certified product, to enter into a contractual agreement with the actual manufacturer regarding compliance with the conditions to be observed in the manufacture of the product, including the toleration of necessary control measures; the certification body reserves the right to review this agreement.
- Not to apply for or maintain certification from another certification body under the same certification programme at the same time for the product to be certified or that has been certified.

A certification programme may include type testing, sampling, laboratory testing, documentary testing and evaluation of production processes.

The issuance of a certificate does not exempt from the legal obligations arising from product liability for any defects in the product. Granted certification does not make any statement regarding the marketability of the tested and certified product.

The maintenance of the certificate may include monitoring measures to monitor continued compliance with certification requirements, depending on the certification programme. In the event of non-compliance, the Client is obliged to demonstrably eliminate this with appropriate corrective measures within a specified period of time. There may be consequences for maintaining certification.

4.3 Certificate and reference to certification

The entitlement to use the certificate applies only to the certificate holder and to the product stated on the certificate and the scope of validity specified therein.

Amendments to certificates issued may only be made by the certification body eco-INITIUT Germany GmbH.

The certificate may only be used in a complete (with appendices) and unchanged form.

The certification body may also allow the use of labels (e.g. the eco-INITIUT label) on the certified product and in product advertising. The terms of use can be found in the Appendices to the TCR.

The reference to certification is subject to the principles set out in Section 4.2; in particular, it is only permissible if the certificate is valid and not suspended.

The certification body of eco-INITIUT Germany GmbH reserves the right to publish certified products. This includes, in particular, the role of "appointed" or "accredited body". This does not require the certificate holder's separate consent. eco-INITIUT Germany GmbH publishes the certificates issued on the Internet, if applicable, at <https://www.eco-institut-label.de/en/produkte/>.

The certification body of eco-INITIUT Germany GmbH reserves the right to publish no longer certified products as well as products that are fraudulently advertised and/or marked with the certificate and/or the label (<https://www.eco-institut-label.de/en/label-misuse/>). This does not require the certificate holder's separate consent.

The certification body of eco-INITIUT Germany GmbH is at least obliged to provide information about the validity of certificates.

4.4 Amendments

Amendments can be made by the certification body or the Client. Amendments made by the certification body may include changes to the certification programme, the test specifications, the TCR, the schedule of fees or the accreditation status of the certification body.

Amendments to the technical requirements and elements of the legally enforceable agreement (i.e. contract, TCR, schedule of fees) will be communicated by the certification body and provided with a transitional period. The timely implementation of amendments by the Client will be assessed using appropriate monitoring measures or upon extension of the certificate. The Client bears the costs.

The amendment of test specifications or certification requirements may require a re-examination of test samples in the current procedure. In particularly justified cases, this also applies to certificates that are still valid. In case of refusal by the certificate holder, the certificate may be withdrawn and the termination of the Certification Agreement may be announced.

Any amendments originating from the Client/certificate holder that could affect their ability to comply with the certification requirements must be reported immediately in writing to the certification body and the certification body will review how to proceed within 4 weeks (see section 4.2). Depending on the nature of the amendment, the certification body will initiate appropriate measures (see Section 4.5) and/or unscheduled evaluation activities (e.g. documentary verification, testing of test samples, assessment of production processes). The Client bears the costs.

If the accreditation status of the certification body changes, they will also inform the Client of this, including, if necessary, the possible consequences for the certificate holder (e.g. for certificates in the regulated area). In any case, the certification body will endeavour to transfer the certification procedures (temporarily if necessary) to an alternative certification body.

4.5 Termination, restriction, suspension or withdrawal of certification

Within the framework of these provisions, the relevant requirements of 4.2 and 4.3 must always be complied with.

Termination:

An issued certificate automatically expires

- When the validity of the certificate expires
- On expiry/non-extension/timely termination of the contract
- If the Client has waived certification in writing to the certification body
- If the certification requirements underlying a certificate are abolished, modified or replaced (see Section 4.4)
- Failure to comply with the requirements concerning a decision to maintain the certificate following

evaluations, e.g. monitoring (4.2) or amendments (4.4)

- After the certificate has been withdrawn (4.5, see below).

When certification expires, a timely reminder is sent to the certificate holder to renew the certificate. However, eco-INITIUT Germany GmbH has no obligation to submit an offer to renew or extend the expired certificate.

Restriction

In the event of non-compliance of the product or process with the certification requirements or upon written request by the Client, a certificate may be restricted in terms of the scope of validity if the certification requirements for the remaining scope of validity demonstrably continue to be met. The Client will receive a new certificate with the restricted scope of validity, the term will remain unchanged.

Suspension:

At the written request of a Client, certification by the certification body may be suspended for a limited period of time up to a maximum of 1 year. This is also possible at the decision of the certification body if the certified product no longer complies with the certification requirements, but the certification body can assume that the certification requirements will be met again in the short term following appropriate corrective measures.

The certification body will notify the Client of the suspension, stating the reasons and conditions for lifting the suspension of certification. If the certification body decides on the suspension, the Client must demonstrably implement appropriate measures to comply with the certification requirements within a maximum period of one month. The successful implementation of these measures must be presented to the certification body by the Client. In the event of a positive assessment by the certification body, the suspension will be lifted in writing, otherwise the certificate will be withdrawn, including after the deadline has elapsed without a result.

Withdrawal:

The certification body has the right to withdraw the certificate if the certificate issuance conditions are no longer met or if the certified product no longer meets the certification requirements.

Specifically, a certificate can be withdrawn for the following reasons:

- If evidence of the implementation of requirements or the elimination of non-compliance is not provided in due time
- If the certified product no longer meets the certification requirements after modification (4.4)
- If the certification body employees are not granted free access to production or storage facilities by the Client as a condition of maintaining certification, despite written request by the certification body
- If production is abandoned
- If the certificate holder's business is discontinued (for example, in the event of insolvency)
- If there is misuse or misleading use of the certification mark or the certificate issued
- If conditions and obligations under the certification agreement (e.g. financial obligations), in particular any obligations under these TCR, are not fulfilled (the certification body will normally give the Client the opportunity to comment before the withdrawal of a certificate and, if necessary, allow a period of one month to demonstrate appropriate and effective corrective measures. The opportunity to comment may be omitted if the withdrawal does not allow time for this.)
- If the agreement is effectively terminated
- If good cause exists that permanently disrupts the relationship of trust between the certification body and the Client (e.g. incorrect information in the application or in the process, use of plagiarism).

If the certificate is withdrawn, the certification authority will inform the Client in writing as the holder of the certificate, stating the reasons. The Client must return the original of the certificate to the certification body immediately, insofar as they have received one.

The certification body will not be liable for any disadvantages experienced by the Client in connection with the failure to grant, restriction or suspension, expiry, invalidation and withdrawal of a certificate or the publication of the aforementioned measures (4.3).

5 Outsourcing/subcontracting

The testing and certification body is entitled to have services rendered by third parties. These third parties are obliged to maintain the confidentiality of company and trade secrets and personal data of the Client. The commissioning or involvement of third parties will be carried out following consultation with the Client.

6 Archiving

The retention period for documents is 10 years after the testing, after the expiry of the certificates or, in the case of testing/certifications in the statutory area, 10 years after the last placing on the market of the products, unless otherwise regulated by law.

7 Fees

The charges for participation in the certification system and for the use of the labels are set out in the schedule of fees. Licences and authorisations for the use of the eco-INITIUT label are issued exclusively by the certification body of eco-INITIUT Germany GmbH.

8 Complaints and appeals

The testing and certification body will receive, investigate and assess complaints about their functioning and oppositions to decisions and, where applicable, take appropriate action.

Objections and complaints must be addressed in writing to the management of the respective conformity assessment body of eco-INITIUT Germany GmbH. Conformity assessment bodies have documented procedures in place to handle objections and complaints to ensure the neutral, non-discriminatory and timely handling of the process. The complainant/objector will be informed of receipt, further processing and results. The conformity assessment body will state the reasons for their decision to the complainant/objector. This procedure will be made available to interested parties upon request.

Complaints received by eco-INITIUT Germany GmbH about certified products will be processed by the certification body within a reasonable period of time.

Cologne, March 2021

eco-INITIUT Germany GmbH

Note: This agreement has been translated from German into English. In case of any dispute, the authoritative version remains the German version.