Certification Procedure

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1 INTRODUCTION

1.1 Scope

This certification scheme is to establish rules according to ISO / IEC 17065 to certify the truthfulness of a certification done on a Product on different field (Key Word) for example:

- Safety
- Performance
- Fitness for use
- Cybersecurity
- Sustainability

1.2 Development and Operation of the Certification Scheme

The certification scheme and this certification rules are developed and owned by LCIE ("Owner") and is operated by Certification Bodies ("Certification Body") part of Bureau Veritas CPS in compliance with the certification scheme and ISO/IEC 17065. The Owner will be maintaining the certification scheme on an ongoing basis including the list of the Certification Body(ies) and their scope.

1.3 Definitions and Abbreviations

Applicant	Legal entity that wishes to obtain the certificate for its own account or on behalf of a third party, for a Product and committed itself to quality control of the Product.
Certification Holder ("Holder")	Legal entity that benefits from one (or several) certificate(s) under the certification scheme which accepts responsibility for the maintenance over time that the Product(s) will comply with the certification scheme requirements, and which submits to all obligations of the certification scheme. This is therefore the legal entity that ensures control over its manufacturing (assembly, quality control, marking, packaging) and its marketing channels. This is the legal entity that signs the License Agreement - Bureau Veritas Product Mark ("PM") for Consumer Products.
Product	For the purpose of this certification scheme, "Product" shall mean the result of a process. Many Products comprise elements belonging to different generic Product categories. Whether the Product is then called service, software, hardware or processed material depends on the dominant element. Products shall also include packaging or documentation accompanying a Product, such as a user manual.
Evaluation / Evaluate	For the purpose of this certification scheme, "Evaluation" and "Evaluate" shall mean a combination of the selection and determination functions of conformity assessment activities. This shall include testing, verification, inspections, audits and data collection. An Evaluation Body will be an entity doing evaluation under the responsibility of the Certification Body.
NOS-Certification	NOS-Certification applies to Products that are "never out of stock" and thus a manufacturer makes continuously and not for a specified period of time or for a special promotion. NOS-Certification requires annual re-examination (Surveillance Process) of the Products by the Certification Body through the Evaluation Body(ies).
Batch Certification	Certification of a specified number of Products originating from the same factory and which were manufactured according to the same Product specifications and processes ("Product Batch"). The Surveillance process doesn't apply to the Batch Certified Product(s).

1.4 Reference documents

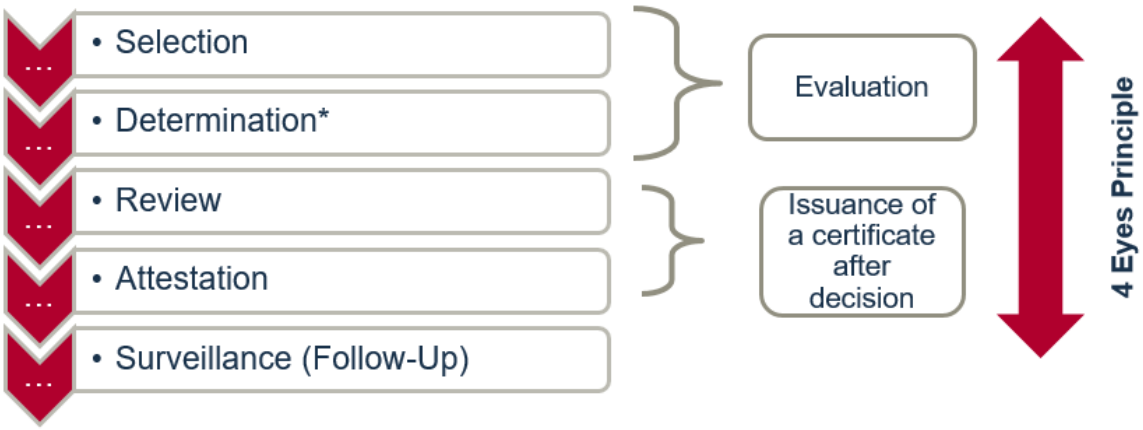
The following documents, in whole or in part, are to be considered for the application of this certification scheme. The latest version of the documents applies.

ISO/IEC 17000:2004	Conformity assessment — Vocabulary and general principles
ISO/IEC 17065:2012	Conformity assessment — Requirements for bodies certifying products, processes and services
ISO/IEC 17067:2013	Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes
EN - MQ DG	LCIE Quality Manual "General Rules" - This manual and associated procedures are written in accordance with the requirements of ISO 9001
EN - MSQ Certif Produits	LCIE Quality Manual "Product Certification" - This manual and associated procedures are written in accordance with the requirements of ISO 17065
TECHNICAL RULES	Document defining the evaluation activities to be performed depending of the Key Word for the admission and if needed the surveillance process. It lists evaluation evidences required to perform actions. It defines way to report evaluation results in Evaluation Report. It also provides rules to define verdict and criteria of failure.

2 CERTIFICATION PROCESS

2.1 General Principle

The functional approach is described in ISO/IEC 17000 (left part of the chart below)



The right part of the chart (evaluation – Issuance of certificate) is the terminology used in ISO/IEC 17065.
*Determination = Testing and/or audit and/or inspection

2.2 Step by step process

2.2.1 Application

Before the certification request, the applicant shall ensure that its Product has been developed in

accordance to the requirements of the certification scheme.

The applicant shall complete and sign the Application Form (CERT-BVQC-FORM 01) provided and return it to the Certification Body. By this application, the applicant declares that it knows and commits itself to comply with the Certification Scheme (in particular the Certification and Technical Rules) and all applicable documents including the future ones.

The application can be for the following decision:

- **An admission:** decision notified by Certification Body by which certification is granted to a new Product or Product range for an applicant. A request for admission is the first request of an applicant
- **A maintenance:** decision notified by Certification Body by which certification is granted to a Product which, compared to the Product already certified, only differs by the aesthetics, by the trademark, by modifications or changes that do not require testing or verification.
- **An extension:** decision notified by Certification Body by which certification is extended to a modified Product compared to a Product already certified, the validation of changes requiring complementary tests and partial verifications.
- **A co-certificate:** decision notified by Certification Body by which certification is granted to a co-Holder. The written agreement signed by the certificate Holder has to be part of the application.

Upon receipt, the Certification Body or its delegate controls that the application is admissible, the Certification Body may ask additional information necessary for the admissibility of the file when it is incomplete.

If the request is admissible, the Certification Body or its delegate provides the related certification offer, certification plan, timing and allocated resources (Evaluation Body(ies)).Through its order(*) the applicant agrees to this certification process and the Certification Body or its delegate will start the certification execution.

(*) Note: The order process can differ depending on the Certification Body and the Evaluation Body(ies)

2.2.2 Evaluation

Upon acceptance by the applicant of the certification offer, the evaluation is done according to the TECHNICAL RULES.

The evaluation can be done either under a NOS-Certification or a Batch Certification process depending on the applicant production process.

- For both process, a complete test program is done according the TECHNICAL RULES on at least one sample representative of the applicant production. This test program includes at least a TCF (technical documentation review for safety regulatory aspects).
- For NOS-Certification, an initial factory audit/inspection is performed based on the CIG-023 and/or Bureau Veritas procedures.
- For Batch Certification, a Product Batch (or Shipment Batch) is available for checking and picking-up samples for tests.

At the end of the evaluation one (or several) report(s) is provided by the evaluation resources recognized by the Certification Body.

2.2.3 Review

Once the evaluation has been completed, the results are reviewed to ensure that all the requirements of the certification scheme are fulfilled.

The review is carried out under the control of the Certification Body using the Certification Checklist and Review. If the evidence is sufficient, a recommendation for decision is made.

2.2.4 Decision and Issuance the Certificate

Upon completion of the certification review, the Certification Body shall make the decision on whether or not to confirm the recommendation.

Based on this decision, a certificate is issued or not issued according to the certification scheme. If the Certification Body is not issuing a certificate, the Certification Body or its delegate shall inform the applicant.

The Certificate shall:

a. state the Holder's name;
b. refer to the Key Word(s),
c. include its validity;
d. include the name and address of the Certification Body
e. describe the objectives and scope of the certification;
f. include a reference to the certification scheme and associated specified requirements;
g. indicate the date and the unique identification of the certificate (Project ID);

The decision is taken by a certification officer on the review basis. The review and the certification decision can be made by the same person but the decision can't be delegated by the Certification Body.

Upon issuance of the certificate, the Holder will be required to sign a License Agreement (in the prescribed form and contents as attached in Annex 1 hereto) with regard to the use of the corresponding PM.

3 SURVEILLANCE (OR FOLLOW-UP)

The surveillance process only applies for NOS certified product(s).

3.1 Surveillance operations on certified Products

The surveillance activities are selected according to the nature of the Product and the consequences and probability of non-conforming Products. The surveillance program is defined by and operated under the responsibility of the Certification Body.

The frequency with which the activities are carried out is at least once a year and can be adjusted in the light of the results of previous surveillance activities (e.g. if non-conformities in Products or the management system have been found, surveillance may be carried out more frequently) or taken into account the 3rd party compliance certificate covering the production process and auditing of the management system.

Surveillance activities cover the manufacturing and the operational phases of the certified Product and include one or more of the followings:

- Audit/Inspection of the factory
- Testing of Product samples taken either from the point of production, or from the market, or from both for construction check with the certified type;

Depending of the TECHNICAL RULES, other surveillance process can be added (e.g. audit of the Management System).

If surveillance reveals nonconformity with the certification requirements which cannot be readily remedied by the certificate Holder, the Certification Body considers what action to take regarding the certificate validity (see § 3.2).

3.2 Renewal, suspension or withdrawal of certification

Based on the results of the surveillance activities, the Certification Body may notify the certificate Holder one of the following decisions:

1. **Renewal**
2. **Conditional renewal**
3. **Suspension.**
4. **Withdrawal**

For decisions 2, 3 and 4, the certificate Holder undertakes to provide the Certification Body with the evidences of his actions. Without Holder's evidence, the Certification Body reserves the right to reclassify the original decision.

3.2.1 Renewal

In case of renewal the certificate stays valid and no specific notification is done to the Holder.

3.2.2 Conditional renewal

In case of conditional renewal the certificate stays valid and a specific notification is done to the Holder with remarks and warning and the triggered extra surveillance activities.
This specific notification is either done by the certification officer or under its delegation.

3.2.3 Suspension

The certificate may be suspended for a limited period, for example in the following cases:

- If the surveillance shows nonconformity with the requirements of such a nature that immediate withdrawal is not necessary;
- If a case of improper use of the certificate or the mark (e.g. Misleading publications or advertisement) is not solved by suitable retractions and appropriate corrective actions

A certificate may also be suspended after mutual agreement between the Certification Body and the Holder for a limited period of non-production or for other reasons.
The maximum duration of the suspension is six months, renewable once, period at the end of which a withdrawal is pronounced if no action was committed by the Holder

The notification is signed by the Certification Director or the Manager of Certification Operations or under their delegation by a Certification Officer.

3.2.4 Withdrawal

A certificate is withdrawn in the following cases:

- Failure to follow the certification scheme requirement including:
  - Failure to respond to and address Security Vulnerabilities identified in a certified Product;
  - Failure to report changes made to a certified Product;
- If the surveillance shows that the nonconformity is of a serious nature;
- If the Holder fails to comply with the due settlement of financial obligations;
- If inadequate measures are taken by the Holder in the case of suspension; or
- If the certificate remains in a "Suspended" state for more than 1 year.

The notification is signed by the Certification Director or the Manager of Certification Operations or under their delegation by a Certification Officer.

The Holder is prohibited from identifying as certified any Product that has been manufactured under a suspension of the certificate as applicable to that Product.
In cases where a suspension or withdrawal decision is decided, the Certification Body may request to the Holder to remove from the market the concerned Products referring to the certificate at his own expense.

If for a same product, a certificate has been delivered to one or several co- Holders, the decisions taken for the certificate Holder or one of the co-Holders are automatically applied to all co-Holders and to certificate Holder. These decisions are individually notified to all certificate Holders and co-Holders.

For the production previous to the suspension or the withdrawal, the Certification Body, on a case-by-case, can take particular measures (e.g. authorization of selling of stocks, marking withdrawal from Products in stock, recalling of Products, etc.)

4 CHANGES AFFECTING CERTIFICATION

Any modification of the conditions under which the certificate has been granted shall be communicated in writing to the Certification Body by the certificate Holder.

The absence of such information may lead to a suspension or the withdrawal of the certificate.

4.1 Modification concerning the certificate Holder

The Holder shall communicate to the Certification Body, in writing, any legal modification concerning its company or any change in its registered name.

The certificate is granted on an intuitu personae basis, that is it is granted to a specific Holder and can't be transferred.

In case of merger or other take-over of the Holder, the Certification Body will examine and define the procedures for a new granting or the maintenance of the certificate to a new Holder.

4.2 Modification concerning the Product

The Holder shall declare in writing to the Certification Body any intended modification to the product, including design, production process, management system or any change of trademark which may affect the conformity of the Product and the compliance to the certification rules.

The Certification Body shall determine whether the announced changes require another initial testing and assessment or other further investigations. In such cases, the Holder can't release any Products under the certificate resulting from such changes until the Certification Body has notified the contrary.

A Holder asking to extend the scope of certification to additional types or models of Products, according to the same requirements as the Products for which a certification is already granted, applies for an extension of the certificate and shall provide an impact analysis. The Certification Body may decide not to carry out a full admission certification but only a partial one to cover the differences.

According to the modification declared, the Certification Body shall determine whether it is a request for an extension or for a maintenance.

4.3 Modification concerning applicable the Technical Rules and/or Key-Word

Any change of the Technical Rules (including standards and/or specifications), and/or Key-Word applicable requires from the certificate Holder an application to update his certificates.

The update has to be done before the withdrawal of these items. At the withdrawal date all certificates linked to these items may be withdrawn by the Certification Body. The certified Products remaining in stock and manufactured before the date of withdrawal are not infringing the certification rules provided that the date of manufacture can be checked directly on the Products.

In the case of a notification of withdrawal for **safety reasons and/or regulatory reasons**, the certificate is withdrawn by the Certification Body, imposing to the Holder the immediate cessation of its production and the withdrawal of its Products previously certified from the marketing channels.

4.4 Temporary or definitive stopping of production

Any temporary (1 year maximum) or definitive stopping of production of a certified Product or any withdrawal shall be declared in writing to the Certification Body including the information concerning the duration necessary for the selling off of the remaining stock of the certified Products.

The suspension or withdrawal is notified by the Certification Body (see §3.2).

In the date of the request of withdrawal the certificates are cancelled and defined as invalid. The certified Products remaining in stock and manufactured before the date of withdrawal are not infringing the certification rules provided that the date of manufacture can be checked directly on the Products.

In case of any difficulties, the validity of all information regarding the certified Product will be checked by the Certification Body.

5 DIRECTORY OF CERTIFIED PRODUCTS

The Owner keeps a directory of certified Products and upon request is able to provide it with the following information:

a) identification of the Products;
b) the standard(s) and other normative document(s) to which conformity has been certified;
c) identification of the Holder

In addition, the certificate validity can be checked on-line through LCIE website and/or BV CPS one. The following information will be released:

- Certificate Number
- Certificate Date
- Certificate Holder with address
- Certification Scheme
- Standards/Specifications
- Product
- Commercial Brands
- References
- Characteristics of Product as defined by the certification scheme

6 FACTS DISCOVERED AFTER THE ISSUE OF THE CERTIFICATE

If new facts or information that could materially affect the certification statement are discovered after the issue date, the Certification Body shall:

a) communicate the matter as soon as practicable to the Holder and,
b) take appropriate action, including the following:
    1) Discuss the matter with the Holder;
    2) Consider if the certificate requires revision or withdrawal.

If the certificate requires revision, the process of engagement shall restart including the reason for this new application.

7 MODIFICATION CONCERNING THE HOLDER

The Holder shall communicate to the Certification Body, in writing, any legal modification concerning its company or any change in its registered name.

The certificate is granted on an intuitu personae basis, that is it is granted to a specific Holder and can't be transferred.

In case of merge or other take-over of the Holder, the Certification Body will examine and define the procedures for a new granting of the certificate to a new Holder.

8 VALIDITY OF THE CERTIFICATE

For a Batch Certification, the Certificate is valid until the respective Product batch has been sold to the end customer.

For NOS-Certification, the Certificate is valid for a period of three (3) years beginning on the issue date.

This clause doesn't preclude the complete application of the above clauses 4, 5 and 7.

9 OBLIGATIONS OF THE APPLICANT / CERTIFICATE HOLDER / CO-HOLDER

9.1 Generic obligations

The applicant/Holder:

- shall maintain through the validity of the certificate Product(s) compliance with the applicable requirements by supply arrangements and a constant quality during production ;
- shall comply at all times without restriction or reservation with the provisions of these certification scheme, the related documents and the License Agreement;
- pay all the fees relating to the certification of the Product(s), in particular any extra cost due to non-compliance or failure;
- agrees that the certificate neither expressly nor indirectly implies any warranty, guarantee or any other assurance that a Product, for which the certificate is granted, complies with any statutory or other requirements;
- agrees that the certificate does not substitute any other Product certificate and/or marking which may be mandatory or required under any other statutory or other regulations whatsoever;
- agrees that the Certification Body does not grant any express or implied warranty, guarantee or any other assurance for the merchantability of a specific Product for which the certificate was granted.

For the avoidance of doubt, the Certification Body does not fulfil the role of an insurer or a guarantor in respect of the adequacy, quality, merchantability, fitness for a particular purpose, compliance or performance of Products, services or other activities undertaken or produced by the Holder/Co-Holder to which the certificate relates.

9.2 Other Duties, Rights and Obligations

The applicant:

- shall provide the required number of Product samples for evaluation which is sufficient to also perform repeated evaluation;
- shall ensure that the Product samples supplied for the evaluation are in every respect representative samples of the Product(s);
- shall submit to the Evaluation Body all relevant information and documents which are, from the perspective of the Certification Body, necessary to properly perform the evaluations for the purpose of completing the required certification service;
- shall ensure that all information or documents which are submitted by it or suppliers and/or its distributors to the Certification Body and/or the Evaluation Body are correct and always up-to-date. The applicant shall be responsible for all errors and additional costs which may arise for those entities with regard to the services provided, as far as such additional costs are caused by the delivery of erroneous, incomplete or outdated information or documents to the Certification Body and/or the Evaluation Body;

- agrees that the Evaluation Body transfers all protocols and other documentation necessary for certification to the Certification Body.

Costs for Products which were damaged or destroyed within the context of the evaluation and certification process shall be paid by the applicant.

Should the applicant/Holder intend to use services requested from the Certification Body in judicial proceedings, arbitration proceedings or any other forum for settling of judicial disputes, the applicant/Holder is obligated to inform the Certification Body of such intentions prior to making use of the said services. The Certification Body has no obligation towards the applicant/Holder to provide facts or expert assessments in any of the proceedings mentioned above unless such was agreed expressly in writing by both parties.

9.3 Specific requirements when putting the Product into circulation:

The Holder, its representatives, agents and importers of equipment are required to:

- ensure they place on the market Product(s) that complies with all the applicable regulations and laws (e.g. Vietnamese Technical Regulation QCVN) when installed and maintained properly and when used as intended ,
- ensure that the user has good information on the use for which the Product(s) is intended,
- take adapted measures on the Product(s) we put into circulation in order to avoid danger. These measures may be the recall of equipment, effective and adequate warnings and the withdrawal of this Product(s).

10 CONFIDENTIALITY

By placing an order with the Certification Body or its delegate for the provision of services, the applicant agrees to the disclosure of all data to any and all regulation and accreditation agencies and which such regulation and accreditation agencies require to check and determine if the relevant regulatory and accreditation criteria are adhered to. Insofar as data concerning third parties is concerned, the applicant is obligated to obtain the respective permissions to disclose data prior to placing the order and to expressly inform the Certification Body if the applicant does not (yet) have the permission to disclose such data at the time of placing the order.

The Certification Body is responsible for the management of all information obtained or created during the performance of certification activities. Except for information that the applicant/Holder makes publicly available, or when agreed between the Certification Body and the applicant/Holder (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

The Certification Body shall inform the applicant/Holder, in advance, of the information it intends to place in the public domain (e.g. as defined in the License Agreement).

The Certification Body will, unless prohibited by law, notify the applicant/Holder if it is required by law or authorized by contractual arrangements to release confidential information.

11 CONTESTING A DECISION / APPEALS

The applicant/Holder may appeal a certification decision by sending the supporting material to the Certification Management Committee of the Certification Body.

Appeals are heard by the Certification Management Committee of the Certification Body. The applicant/Holder shall be informed of the outcome of his appeal.

12 FEES

The fees relating to the instruction of the certification are the subject of a certification offer made according to the rates in effect at the Certification Body and/or its delegate and/or Evaluation Body(ies).

The fees are payable to the Certification Body and/or its delegate (Evaluation Body), by applicants/Holders in accordance with the rules specified in the certification offer and regardless of the results. The placing of an order by the applicant constitutes acceptance of the certification offer.

13 APPROVAL / REVISION

These Verification Rules have been approved by the President of the Owner.

Any revision shall be submitted to identical process for approbation./.