



**We will be the global partner for a safe and sustainable world.**

DEKRA is one of the leading global expert organizations, with a presence in more than 60 countries and 48,600 employees, with a focus on long-term safety and environmental protection and quality. We provide vehicle inspections, appraisals, used vehicle management, type approvals and type testing, claims services, material testing and inspection, industrial and product testing, certifications, environmental protection, training and temporary work.

Safety is one of the basic human needs and is as essential as the air we breathe. It is extremely important, especially in our highly developed world, that we never take safety and security for granted. As one of the leading global providers of specialized services, DEKRA has been working for a safer world since its founding in 1925. Over the years, our expertise has made a significant contribution to reducing the risk of accidents and injuries.

## Elements of our vision for the future

Our vision is to become the global partner for a safe and sustainable world by the time we celebrate our 100th anniversary in 2025.

### Our Mission

Safety is a basic need for everyone. Preventable injuries and deaths can occur on the road, at work or at home. We know that many accidents are preventable. That is why we want to help reduce their number:

1. By supporting the development, specification, use and maintenance of technical devices and equipment used on the road, at work or at home.
2. By developing and improving standards and guidelines that ensure optimum safety performance.
3. Promoting safety awareness, safety knowledge and safety-oriented behavior.

### Fields of action

We guarantee safety, security and sustainability in all three areas of life: on the road, at work and at home.

## Our corporate values

We have developed seven Corporate Principles, which are our strategic imperatives to help translate our vision into action. These seven Corporate Principles are:

1. Economic success.
2. Growth.
3. CLIENT Orientation.
4. Globalization.
5. Innovation.
6. Integration.
7. Focus on people.

## Personal values

Our personal values guide the daily behavior of all DEKRA employees. These include:

1. Responsibility for safety.
2. CLIENT orientation.
3. Entrepreneurial spirit.
4. Team spirit.
5. Integrity.

## Obtaining resources

DEKRA obtains financing through the provision of services.



## GENERAL TERMS AND CONDITIONS OF THE CERTIFICATION SERVICE

### Chapter 1. Scope of Application.

These General Terms and Conditions of the Certification Service (hereinafter, "General Terms and Conditions") govern the services provided by DEKRA Testing and Certification Limited (hereinafter, "DEKRA TC" or "DEKRA"), in its Certification Body and are detailed below:

**a) Certification Services:** The review, evaluation and recognition and/or validation of certificates and test and audit reports, product certification and quality assurance systems, when applicable; services hereinafter referred to as "Certification" or "Certifications", all specified in the scope for which it is accredited, which is available to the public. This service includes the review, decision and issuance of Reports referred to the technical documentation submitted by the CLIENT.

**b) Testing and/or evaluation services:** This service is contracted externally to laboratories of the DEKRA group or Strategic Partners in national territory, or from third parties, being finally at the election of the CLIENT the contracted testing service. This applies to:

- (i) Testing and evaluation of products, components, technical product designs in their different phases of development, preparation of technical documentation and issuance of test and/or evaluation reports by experts. The services are provided with regard to electrical safety and energy efficiency, suitability for their function, quality and environmental compatibility **on the basis of legal standards, national regulations, national, European and international testing standards and specifications agreed** with the CLIENT.
- (ii) The evaluation and inspection of the manufacturing conditions in the different establishments in relation to the quality assurance measures, with regard to marks of conformity granted by DEKRA or conformity tests, **in accordance with the rules and regulations of the different national markets**, or other specifications agreed with the CLIENT; hereinafter referred to indistinctly as "Testing" or "Tests".

**c) Supervision and Surveillance Services:** The supervision and surveillance, in accordance with the regulations in force, of the certified products and the quality assurance systems, when applicable; hereinafter referred to as "Surveillance".

The General Terms and Conditions of certification of this document are complementary to the Certification Agreement (which is delivered upon acceptance of the Service Request and the Offer to provide services, referred to in chapter 2 (two) and both have the same validity. In case of differences between them, the Certification Agreement shall prevail.

**d) Restrictions to obtain services:** As part of our policy and procedures to reduce or eliminate risks to impartiality, the following activities are made available to the public, which are not allowed for DEKRA, since they prevent offering the Certification service to the CLIENT:

- (i) Being the designer, manufacturer, installer, distributor nor the person responsible for the maintenance of the certified products.
- (ii) Being the designer, implementer, operator or responsible for the maintenance of the certified process.
- (iii) Be the designer, implementer, supplier or maintainer of the certified service.
- (iv) Offer or provide consultancy to the CLIENT on the certification of the products declared in the scope.
- (v) Offer or provide management systems consultancy or internal audit to our CLIENTS, when the certification scheme requires the evaluation of their management systems.

**The CLIENT is requested to declare if it maintains other activities or services with DEKRA, in order to analyze factors that may compromise the integrity and impartiality of the results of the Certification Service.**



## Chapter 2. Contracting - Service Request.

- a)** In order to contract the certification services offered by DEKRA under the scope of application of these General Terms and Conditions, the CLIENT must make a request through a form (hereinafter, "Service Request" or "Request") to DEKRA, which can be downloaded or filled electronically from the DEKRA website or can be requested upon request by email to any member of the DEKRA Certification Body or by email to [certification.cl@dekra.com](mailto:certification.cl@dekra.com). All Service Requests must be submitted so that they can be reviewed, evaluated and accepted by DEKRA. In no event shall silence on the part of DEKRA be construed as acceptance of any Service Request.
- b)** Once the Request has been reviewed, a positive or negative response will be sent to the CLIENT.
- (i) If positive**, an Offer to provide services or Quotation (hereinafter, "Offer") will be attached, together with the rectified Form as to certification scheme and applicable standards, together with information obtained from the CLIENT to complete as much information as necessary to start the process and the General Terms and Conditions. This Offer will show the services offered and who will execute the outsourced activities. In this instance, the CLIENT may object to any proposal that is part of DEKRA. Differences are resolved and the conditions are accepted, for which the Certification Agreement is sent, together with the rectified Form and the Offer to provide services. If no differences are resolved, the provisions of clause (2.b.ii) shall apply.
- (ii) If negative**, the Request will be rejected and the CLIENT will be notified by means of a letter of withdrawal, indicating the reasons, which may range from a Request outside the accredited scope of DEKRA, such as temporary insufficient competence of the personnel or because a risk to impartiality was detected that could not be remedied, among others.
- c)** By accepting the Offer, the CLIENT accepts all of the General Terms and Conditions of this document insofar as they are applicable to the services requested, as well as any other particular condition agreed in writing with DEKRA.



## Chapter 3. Testing Regulations.

### a) Testing location.

- 1.** As a procedure, it is requested that the Tests have already been carried out in order to go directly to the stipulations of chapter 4 (four). However, if the CLIENT still does not have the corresponding test reports, it may request this service to DEKRA, referred to in clause (1.b) of this document. These Testing Services shall be performed at the election of the CLIENT in:
  - (i)** Laboratories of the DEKRA Group or Strategic Partners.
  - (ii)** Third party laboratories or inspection bodies that demonstrate adequate competence to perform the Tests, and that have been evaluated and positively qualified by DEKRA.
  - (iii)** Laboratories of the CLIENT, provided that the evaluation by DEKRA evidences their capacity, competence and impartiality to perform the Tests.
- 2.** In the Regulated Scope, if the requirements of the Regulatory Authority so specify, only Test Reports from Laboratories duly accredited by a signatory member of ILAC (International Laboratory Accreditation Cooperation) will be accepted. Their accreditation must be current and they must be authorized by the Regulatory Authority or its designee.
- 3.** In the event that the Tests are carried out in the laboratories of the CLIENT, the same may only be carried out in the presence and under the supervision of a DEKRA expert. In this case, the CLIENT is obliged to hold DEKRA harmless from any damage or prejudice that could be suffered by any type of claim or demand caused by any fraudulent or negligent act on the part of employees, dependents, directors or executives of the CLIENT or third parties. The indemnity obligation extends to any type of judicial and extrajudicial expenses that the claim originates, even in the event of the physical impossibility of having an expert in the field.
- 4.** In all cases in which the CLIENT contracts the performance of Tests with a third party laboratory, the CLIENT guarantees:
  - (i)** That the stipulations on Retention of Test Samples and Documentation, clause (3.c), will be complied with.
  - (ii)** That it will hold DEKRA harmless from any judicial or extrajudicial claim, for any reason whatsoever, that the laboratory may initiate against DEKRA.

### b) Testing Procedure.

- 1.** Once the Service Request has been approved, the CLIENT shall make available to DEKRA, the complete stock of the product to be tested, in order for DEKRA to select, according to its internal or applicable national standards, one or more samples of the product to be tested (hereinafter, the "Samples"), as indicated in the respective certification schemes, clause (4.a). In all cases, the Samples shall be free of charge for DEKRA. In addition, the CLIENT shall provide the complete technical documentation required by DEKRA or the Strategic Partner (construction data documents, instruction manual in Spanish, list of the related safety relevant components together with their respective certificates, declarations, among others).

2. DEKRA reserves the right to request from the CLIENT additional samples of the product free of charge. In no case shall the number of samples requested be less than those required by the certification scheme in force and/or the applicable Test Standards according to the type of Test or product.

3. All documentation provided by the CLIENT shall be written in Spanish and/or English, unless otherwise agreed by the Parties. All other information and/or documentation intended to provide information to the consumer or end user, on the use, installation and maintenance of the product, shall be expressed in Spanish, as established by the legislation in force.

4. With prior approval of DEKRA, the CLIENT may provide documents in another language, and DEKRA reserves the right to:

- (i) Request the CLIENT to translate all or some individual extracts into English and/or Spanish.
- (ii) Translate the documentation into English and/or Spanish at the sole expense of the CLIENT.

5. The Tests shall be performed in accordance with the legal and technical regulations (hereinafter, the "Test Standards"), indicated in the certification schemes.

6. The Testing Services shall be contracted by DEKRA only in the event that the CLIENT has complied with the requirements stipulated in these General Terms and Conditions and in the Testing Standards. In all cases, the Testing Services shall be provided to the CLIENT in the order of receipt of the Service Requests.

7. Whenever there are Non-Conformities in the Testing process (existence of deviations) in laboratories of the DEKRA Group or Strategic Partners, the CLIENT may request a Retesting, therefore, a new Testing Procedure, which will have an additional cost. Or a repetition may be agreed in third party laboratories, which will have to comply with the stipulations in clause (3.a). The additional quantities will be specified in the respective certification schemes or associated regulations.

8. At the end of the Testing procedure, the CLIENT may receive, upon written request, a Test Report (hereinafter, the "Test Report"), which may be complete or abbreviated. In the event that as a result of the Tests there are non-conformities between the tested product and the Test Standards or the Test Program, DEKRA will deliver to the CLIENT a Rejection Report (hereinafter, the "Rejection Report"), in which the observed Non-Conformities will be indicated. In no case shall DEKRA propose solutions to such Non-Conformities of the tested product. Once the CLIENT resolves the Non-Conformities, new Tests are carried out (which may or may not include the totality of those already carried out). In the event that negative observations on the product are no longer stipulated, the CLIENT may request from DEKRA a Type, Approval or Follow-up Certificate, as appropriate (hereinafter, the "Certificate of Conformity"). If the certification scheme so requires, this "second instance approved" condition shall be reflected in the certificate. Any addendum to the Certificate of Conformity will have an additional cost.

9. The CLIENT shall have the right to disclose Test Reports and similar documents, in accordance with the rules of confidentiality indicated in clause (9.e) of these General Terms and Conditions and the Certification Agreement, and only if the disclosure is made in full and complete form, and with the date of issuance of the Test Report explicitly indicated. The publication, copying, or reproduction for advertising purposes of the Reports requires the prior written consent of DEKRA.

10. Depending on the certification system applied, if the CLIENT wishes the Product Approval Report to result in the issuance of a Mark of Conformity Certificate, DEKRA, on its own or through a Strategic Partner, shall carry out periodic Factory Inspections. The Factory Inspections shall be carried out with the periodicity indicated by DEKRA in accordance with the technical and/or legal standards in force, reserving the right to carry them out at regular intervals, sporadically, or as indicated by the Regulatory Authority. During the Factory Inspection, DEKRA or the Strategic Partner shall evaluate the manufacturing process, the assembly and control facilities, the test instruments and quality management measures, as well as any other element that is essential to ensure the continuous observance of a level of quality consistent with the evaluated model. Without prejudice to the Factory Inspection, the obtaining and maintenance of a Mark of Conformity Certification shall depend on the fulfillment of all the requirements established in these General Terms and Conditions. According to the regulations and/or legislation in force, both the corresponding Accreditation Body and the Regulatory Authority in the regulated field may request additional measures or inspections.

11. DEKRA reserves the right to publish the corporate names of the CLIENTS requesting Testing Services. In no case shall the consent of the CLIENT be necessary.

### **c) Retention of Test Samples and Documentation.**

1. In the case of a Test with negative results, during which the CLIENT requests a Retest, the deposit of Test Samples will be allowed free of charge for a maximum period of 2 months. Once this period has elapsed, as well as in the cases in which the Test procedure is suspended or has ended favorably, the samples will be available for withdrawal by the CLIENT or will be returned at the request and cost of the CLIENT. If the CLIENT does not withdraw the samples after having received a written notification or refuses to accept them,

the samples will be destroyed at its cost after a period of 1 month from such notification. DEKRA assumes no responsibility for the actions of laboratories or third party inspection bodies contracted by the CLIENT that use different sample destruction procedures or shorter deadlines than those defined in this section.

2. In the event that the Test of a product has a favorable result, and the CLIENT has requested the Certification Services, the Test Samples must remain in the possession of the CLIENT for their safekeeping.
3. Reference Samples or documentation delivered to the CLIENT must at all times be available to DEKRA immediately and free of charge upon request. If the CLIENT, in response to a request, is not able, for whatever reason, to make available the Reference Samples and/or the documentation which it is the responsibility of the CLIENT to deliver and which it is reasonable to deliver in accordance with these General Terms and Conditions, the CLIENT may not file a lawsuit, nor claim any damages for material and pecuniary damages against DEKRA, as a result of the corresponding tests and certifications. In the event that a Certification is issued, and DEKRA considers that the design of the Reference Sample does not allow its storage either in the warehouses of the DEKRA Group, Strategic Partners, or in the warehouses of the CLIENT shall compile all information and documentation at its sole cost necessary from the reference sample, so that all aspects relating to the safety of the Reference Sample can be obtained from such documentation, since the reference sample will not be available for comparison.
4. Unless there is legislation to the contrary, the period of assured custody for the reference samples or the corresponding documentation must be at least 2 (two) years from the last invoicing of the sale of the corresponding product. The approved reference or type samples must remain sealed and in optimal conditions of conservation.
5. Storage costs in warehouses or other storage locations of the DEKRA group, as well as in any other third party locations must be borne by the CLIENT.
6. The costs of delivery and dispatch of the Test Samples for storage at the facilities of the CLIENT or in the conditions provided by the CLIENT must be borne by the CLIENT in all cases.
7. In no event shall DEKRA be liable for loss or damage to Test or Reference Samples.



#### Chapter 4. Certification Rules.

##### a) Certification schemes.

1. DEKRA operates the following certification schemes to cover its certification activities (4.g):

(i) **Market in Chile:** Certification systems based on D.S. 298:2005.

- a. System 1: Type Testing and Approval, followed by surveillance consisting of reduced testing of randomly selected samples of each production or import batch.
- b. System 2: Type Testing and Approval, postulation of the factory and evaluation of its Quality Management System, followed by a quarterly cycle of reduced tests on samples taken from the market and the factory and an annual audit.
- c. System 3: Tests to a specific batch, applying an inspection evaluation by attributes, according to NCh. 44:2007.
- d. System 6: Recognition of foreign certification.

(ii) **Market in Colombia:** Certification schemes based on ISO/IEC 17067:2013 and the requirements of Colombian technical regulations:

- a. Scheme 1a: Execution and evaluation of conformity according to the results of inspection by attributes and tests, in accordance with the requirements of the applicable referential. The results cover only the evaluated sample.
- b. Scheme 1b: Execution and evaluation of conformity according to the results of the inspection by attributes and tests, in accordance with the requirements of the applicable referential, performing a statistically significant sampling on the total batch.
- c. Scheme 4: Execution and evaluation of conformity according to the results of the inspection by attributes and tests, in accordance with the requirements of the applicable referential, and surveillance of samples from the factory or the market or both. It is focused for those manufacturers that do not have a quality management system.
- d. Scheme 5: Execution and evaluation of conformity according to the results of inspection by attributes and tests, in accordance with the requirements of the applicable referential, and surveillance of factory or market samples or both. It includes audit of the quality management system and, additionally, inspection of the storage process in Colombia will be carried out to verify the conformity of the product during storage.

Activity	1a	1b	4	5
Sample selection.	•	•	•	•
<b>Determination;</b> testing, inspection by attributes and other determination activities.	•	•	•	•
▷ Includes evaluation of the production process.			•	•
▷ Includes QMS audit.				•
<b>Review</b> of the results based on evidence obtained.	•	•	•	•
<b>Decision</b> on the certification process, based on the review.	•	•	•	•
<b>Certification;</b> certificate of conformity is issued.	•	•	•	•
▷ Certificate covers only tested samples.	•	•	•	•
▷ Certificate covers complete lot, according to representative sampling.		•	•	•
▷ Certificate covers production.			1 año	3 años
<b>Surveillance</b> of the certified product process.			Semestral	Anual
▷ Testing of samples taken from the market and/or factory.			•	•
▷ Evaluation of the production process.			•	•
▷ Audit of the QMS of the manufacturer.				•
▷ Inspection of the warehousing process in Colombia.				•

**b) Types of Certificates.**

1. Based on the favorable evaluation of test reports, factory inspection reports, audit reports (the latter two, only if applicable) and other technical documentation, the DEKRA Certification Area issues certificates in the regulated Scope for the certification schemes in force for which DEKRA is recognized and authorized by the Regulatory Authority and accredited by an Accreditation Body signatory of the International Accreditation Forum (IAF), using applicable certification schemes within the declared scope.

2. The accreditation certificate together with its scope may be downloaded directly from the website of the Accreditation Body and will also be available at the DEKRA Download Center (<https://www.dekra.cl/descargas/>). A document for public use containing the declared scope, together with the standards applied in each certification scheme, can also be downloaded from the above mentioned link.

3. In the regulated scope for the market in Chile, the certificates issued can be:

- (i) Type Certificate (CT): indicates that a product is manufactured under conditions in accordance with the applicable regulations. It does not allow its commercialization. All protocol tests are performed.
- (ii) Approval Certificate (CA): Indicates that the product still conforms to the approved type and is ready to be marketed. Reduced tests are performed.
- (iii) Follow-up Certificate (CS): Indicates that the product can continue to be marketed because it continues to comply with the certification requirements. The Commerce Control Certificate is used in certification system number 2 to indicate that the corresponding CA is still in force. Reduced testing is performed.

For a product to receive a CA, it must have its CT. Sometimes it is possible to coordinate the obtaining of both certificates at the same time. The issuance of the CS will depend on the chosen certification system. It is suggested to consult the document "General Information on the Product Certification Process in Chile" for further information.

4. En el ámbito regulado para mercados en otros países se emitirá:

- (i) Certificate of Conformity (CoC): Document issued in accordance with the rules of a certification system, in which adequate confidence is expressed that a product, process or service duly identified is in conformity with the essential requirements dictated for that purpose.

Without prejudice to the use of any certificate mentioned in clause (4.b.3), depending on the need of each project (such as, for example, a Follow-up Certificate).

**c) Certification Conditions.**

1. The only Test Reports on which evaluations throughout the certification process may be based are those:

- (i) Produced by DEKRA Group or one of its Strategic Partners.
- (ii) Provided by the CLIENT, under the conditions indicated in the present clause (4.c).

2. In all cases, DEKRA or its Strategic Partner reserves the right to disregard Test Reports provided by the CLIENT for any reason, including, but not limited to:

- (i) In the event that the laboratory is not positively audited by DEKRA.
- (ii) In the event that compliance with the requirements of ISO/IEC 17025:2017 cannot be guaranteed.
- (iii) In case the observations made by DEKRA in relation to the testing laboratory are not overcome.
- (iv) In case of providing a Test Report made outside the territory of the target market, not produced by a Strategic Partner or coming from a laboratory that does not have a service agreement with DEKRA.
- (v) In case the laboratory does not comply with the requirements established by the Regulatory Authority of the target market.

In no event shall DEKRA be liable for damages to the CLIENT arising from not considering Test Reports provided.

3. In order to maintain a Conformity Mark Certification, it shall be necessary to comply with the provisions of Chapter 5, Surveillance Rules, of these General Terms and Conditions and the relevant certification schemes.

4. For all types of Certification requested, the CLIENT must document the origin brand or trade name under which its organization distributes the product to be certified. For this purpose, the CLIENT must prove the ownership of the trademark or trade name, or an authorization for the use of the same. DEKRA reserves the right to cancel the certificate if a third party proves ownership of the trademarks whose products have been certified.

5. The Certificate may be used only by:

- (i) The holder of the Certificate.
- (ii) Those expressly authorized by the Certificate holder, subject to the limitations indicated in the authorizations.

The use of the Certificate by the Certificate holder or authorized parties is limited with respect to the product, the manufacturing premises listed in the certificate, if applicable, and the scope covered by the quality system of the manufacturer.

6. The transfer of a certificate from the certificate holder to a third party is only possible with the written approval of DEKRA. Furthermore, the approval of DEKRA is required in cases of merger/division for the transfer of control of the Certificate holder.

7. The Product Certificate may be limited to a certain batch or quantity of products. DEKRA may limit the validity of a Certificate and reserves the right to restrict the scope of the Certificate in special cases.

8. The DEKRA Certification Body shall, upon request of a third party or the CLIENT, inform:

- (i) The products that have been Certified.
- (ii) The Certificates that have been declared invalid or have been cancelled.

**d) Rights of the CLIENT arising from the Certifications.**

The CLIENT has the right, during the period of validity of the Certification and provided that the Certification has not been reduced, suspended, cancelled or terminated as established in clauses (4.f.2) to (4.f.5), to:

- (i) Stamp the Mark of Conformity on those products that have been Certified, with the specific scopes of the type of Certificate issued. The Mark of Conformity may be stamped on the body of the complete Certified product and is not applicable to any of its parts.
- (ii) Use the Mark of Conformity approved for use by DEKRA on printed or similar documentation only in connection with Certified products.
- (iii) Use the Mark of Conformity in advertising campaigns in connection with the Certified Products only for the duration of the license to use the Mark of Conformity issued by DEKRA. At no time shall the CLIENT induce confusion or mislead as to the scope of the Certificates.
- (iv) Deliver Test Reports and related documents only in complete and unabridged form and with the date of issue explicitly stated. However, their publication, copying or reproduction for advertising purposes requires the prior written consent of DEKRA.

**e) Obligations of the CLIENT arising out of the Certifications.**

- 1. To notify DEKRA of any possible transfer of his/her company to another company or to another owner, as well as of changes in the corporate control of his/her company.
- 2. To comply with all regulations in force in the target markets, as well as with the regulations issued by the Regulatory Authority.
- 3. To notify DEKRA immediately of any modification in the design and/or construction of the Certified product.

4. Determine a new model designation for a modified product to be Certified in case the product is based on a previously Certified product.
5. Rectify and remedy immediately, any safety defect arising in those products which, on the basis of an evaluation of the certified type, bear a mark or seal or acronym or Mark of Conformity granted by DEKRA, and take appropriate measures to minimize the eventual damage. The CLIENT shall, in all cases, immediately discontinue the production and/or marketing and advertising of the defective Certified product and notify DEKRA.
6. In all cases in which, after the introduction of the Certified products in the market, the CLIENT becomes aware of the potential danger of a Certified product, it shall immediately communicate this situation to DEKRA, and to the consumers by means of sufficient advertising and in accordance with the requirements of the law. All publicity indicating the dangerousness of Certified products must be previously approved by DEKRA.
7. Record and file all complaints from the market (consumers) or third parties regarding the certified product. At the request of DEKRA, the CLIENT shall immediately make these details available free of charge and provide information on the measures taken to remedy the complaints.
8. The CLIENT is obliged, during the period of validity of the Mark of Conformity Certifications issued in its name, to:
  - (i) Continuously monitor the manufacturing process of the Certified products to ensure compliance with all Certification requirements.
  - (ii) Comply with all legal requirements for manufacturing and marketing of the Certified products.
  - (iii) Allow inspection of manufacturing conditions and facilities by DEKRA or a Strategic Partner, if applicable, prior to issuance of the Certificate. Thereafter, it shall at all times allow unrestricted Production Controls by DEKRA or a Strategic Partner.
  - (iv) Allow Witness Audits at the facilities of the Manufacturer, Authorized or Subcontractors of the CLIENT, by:
    - a. The Accreditation Body (INN or ONAC) or the corresponding Regulatory Authority.
    - b. On the part of DEKRA or any Strategic Partner. The CLIENT shall be responsible at all times for the collaboration of the Manufacturer in the performance of the Witness Audits.
  - (v) To take into account and keep records of the findings evidenced during the continuous Production Controls and audits carried out by DEKRA or any Strategic Partner, in order to correct within the deadlines indicated by DEKRA any indicated Nonconformity.
  - (vi) Notify DEKRA in advance of any changes that the CLIENT plans to make to the Certified product in relation to the approved design according to the Test Samples, either through new development or replacement of components. DEKRA reserves the right to approve the modifications reported by the CLIENT. The continued validity of the certificate depends on the results of any additional tests to be performed on the product and subsequent approval by DEKRA.
  - (vii) Notify DEKRA, immediately, of any modification in the manufacturing premises of the Certified product.
  - (viii) Enter into a contractual agreement with the Manufacturer of the Certified Product, in the event that the holder of the Mark of Conformity Certificate is not the Manufacturer of the product, for the fulfillment of the essential requirements of its manufacture according to the issued Certificate, including allowing the Production Controls.

**f) Validity, Reduction, Suspension, Cancellation, Termination and Reinstatement of the Certification.**

1. The **validity** of the Certificates is subject to the certification scheme used. This information will be indicated in the Certificates and can be consulted at any time in the web <https://www.dekra-checkme.com/prod> or by request to the mail [certification.cl@dekra.com](mailto:certification.cl@dekra.com).
2. The Certificates may suffer a modification of **Reduction or Restriction** in its scope, in case that:
  - (i) The Approval Certificate affects several models and not all of them are affected by the non-conformity, DEKRA shall restrict the validity to the unaffected products.
  - (ii) An update of the applicable standards implies that the versions originally used for the evaluation of a product cease to give presumption of conformity, the validity of the Approval Certificate shall be restricted to the date on which the versions originally used cease to give presumption of conformity, as indicated in the list of published harmonized standards, or as indicated by the Regulatory Authority within its certification schemes.
3. The Certificates may be **Suspended** by DEKRA with immediate effect, if:
  - (i) The results of an Evaluation, Inspection, Production Control or Market Surveillance, show Non-Conformities the nature of which does not, in the sole discretion of DEKRA, require immediate Certificate Cancellation.

- (ii) There are Non-Conformities in the Certified product that appear later or that are not detected during the Evaluations, Inspections, Production Controls or Market Surveillance, or were not recognized at the time of the Tests, or are not rectified by the Certificate Holder after the term indicated by DEKRA.
- (iii) The CLIENT does not allow or, in any way, hinders the Inspection of the manufacturing and/or Testing facilities, or of its deposits or warehouses, or the sampling of products for control, and does not foresee within the time period granted by DEKRA the execution of the controls in spite of the written request of DEKRA.
- (iv) The CLIENT uses licenses to use the Mark of Conformity for non-certified products, and such irregularity does not require, at the sole discretion of DEKRA, the immediate cancellation of the Certificate.
- (v) The CLIENT disseminates or communicates incorrect information, or makes impermissible advertisements with Test Reports, Certificates and/or acronyms and/or seals and/or trademarks and/or Conformity Marks, and such irregularity does not require, at the sole discretion of DEKRA, the immediate cancellation of the certificate.
- (vi) The CLIENT does not pay the fees corresponding to certifications, licenses for the use of Marks of Conformity, Tests and Inspections, within the stipulated period of time after having been previously warned. If there are amounts paid by the CLIENT and the same are not sufficient to pay the fees corresponding to several certificates, DEKRA will decide to which certificates the payments made will be imputed.
- (vii) For breach by the CLIENT of any of the obligations set forth in these General Terms and Conditions.
- (viii) For failure to comply with the market surveillance controls within the times established by the legislation in force.

**4. The Certificate Validity shall be **Cancelled** in the following cases, if:**

- (i) The Certificate indicates a Term of Validity, and such term expires and its validity has not been extended.
- (ii) The CLIENT gives written notice to DEKRA of its will to **terminate** the Certificate within the specified certification period; see clause (4.f.5).
- (iii) The CLIENT is in a state of insolvency, requests or is requested against him/her in bankruptcy, is inhibited, or in any way is limited to exercise the commerce.
- (iv) Modifications occur in the accreditation and/or recognition regulations and/or in the Testing Standards, provided that the CLIENT is unable or unwilling to ensure the conformity of its certified products with the new requirements. It shall be understood that the CLIENT has been unable or unwilling to ensure the conformity of its certified products with the new requirements, in the event that the CLIENT has not complied with the respective modifications within the term indicated by DEKRA.
- (v) Serious Non-Conformities not discovered during Tests, Inspections, Production Controls or Market Surveillance are manifested.
- (vi) Nonconformities or facts not previously considered, not correctly judged, or that could not have been recognized at the time of the Tests or Inspections and whose discovery at that moment would have motivated the non-continuity of the certification process are manifested.
- (vii) There is misuse or incorrect allusion regarding the certification or misleading use of certificates and/or acronyms and/or seals and/or trademarks and/or Marks of Conformity.
- (viii) Any grounds specifically provided for within the rules of the scheme or agreed between DEKRA and the CLIENT are not respected.
- (ix) The CLIENT is unwilling or unable to comply with the certificate reinstatement conditions informed by DEKRA upon the occurrence of a Suspension. It shall be understood that the CLIENT is unwilling or unable to comply with the conditions for the reinstatement of the certificate in case of failure to resolve the Non-Conformities expressed at the end of the period of time imposed by DEKRA for this purpose.
- (x) The certified product no longer corresponds to the Approved and Certified Type, and consumers or third parties are exposed to risks.
- (xi) The Certificates or copies of the Certificates have been changed and thus falsified. Such irregularity requires, at the sole discretion of DEKRA, the immediate Cancellation of the Certificate.
- (xii) The CLIENT uses Marks of Conformity licenses for non-certified products, and such irregularity requires, at the sole discretion of DEKRA, the immediate cancellation of the Marks of Conformity Certificates of the CLIENT.
- (xiii) The CLIENT, disseminates or communicates incorrect information, or makes impermissible advertisements with Test Reports, Certificates or Marks of Conformity and such irregularity requires, at the sole discretion of DEKRA, the immediate Cancellation of the Certificate.

**5. If certification is **terminated** at the request of the CLIENT, suspended or withdrawn, DEKRA shall take the actions specified by the certification scheme and shall make all necessary modifications to the formal certification documents, public information, authorizations for the use of marks of conformity, etc. in order to ensure that these do not provide any indication that the product is still certified. If the scope of a certification is reduced, it shall also take the actions specified by the certification scheme and shall make all necessary modifications to the formal certification documents, public information, authorizations for the use of marks of conformity,**

etc., in order to ensure that the reduced scope of certification is clearly communicated to the CLIENT and clearly specified in the certification documentation and public information.

**6.** If certification is **reinstated** after a reduction or suspension, DEKRA shall make all necessary modifications to the formal certification documents, public information, authorizations for the use of marks of conformity, etc., in order to ensure that there are all corresponding indications that the product is still certified. If it is decided to reduce the scope of certification as a condition for reinstatement, it shall also make all necessary modifications to the formal certification documents, public information, authorizations for the use of marks of conformity, etc., in order to ensure that the reduction of the scope of certification is clearly communicated to the CLIENT and that this is clearly specified in the certification documentation and public information.

**7.** Upon the occurrence of any of the causes that justify the Suspension of a Certificate, according to clause (4.f.3), and before Canceling a Certificate, according to clause (4.f.4), DEKRA will grant at its sole discretion a reasonable period of time (30 calendar days or less) to the CLIENT to make a discharge and adopt and/or implement the necessary corrective actions to lift the suspension, unless this is impossible due to the urgency of the measures to be adopted. After the term granted by DEKRA has elapsed and, if the causes of Suspension still persist (either because the CLIENT has not answered or, having proposed corrective actions, these are not considered satisfactory to eliminate the cause of Suspension), DEKRA will proceed to cancel the certificates involved.

**8.** During the entire period of time in which a certificate is Suspended, the CLIENT, in no case, will be able to enjoy the rights established in clause (4.d), Rights of the CLIENT, but must comply with all the obligations imposed in the present General Terms and Conditions, including the payment of fees. This also extends to the status of Cancelled.

**9.** In case of Cancellation, the original Certificate shall be returned to DEKRA immediately, and at the sole cost of the CLIENT.

**10.** DEKRA will communicate the information about the Certificates that have been Suspended or Cancelled to the Regulatory Authorities and Accreditation Bodies and to any other authority that by law is obliged, either by its legal obligation or by requirement of the certification schemes, notifying the CLIENT of this. In the event of any breach of the General Terms and Conditions or Non-Conformities, DEKRA may disclose to Regulatory Authorities, Accreditation Bodies and other interested parties (the latter, at the discretion of DEKRA) the name and address of the CLIENT involved, the nature of the breach or Non-Conformity, or the cause for which the Certificate has been Cancelled or Suspended, including information about the product. At the request of the Regulatory Authorities, DEKRA may deliver copies of the complete Testing and Certification file, and only if required by law, will not notify the CLIENT.

**11.** DEKRA will not be responsible in any case for the damages that the CLIENT may suffer as a result of the Suspension or Cancellation of a Certificate.

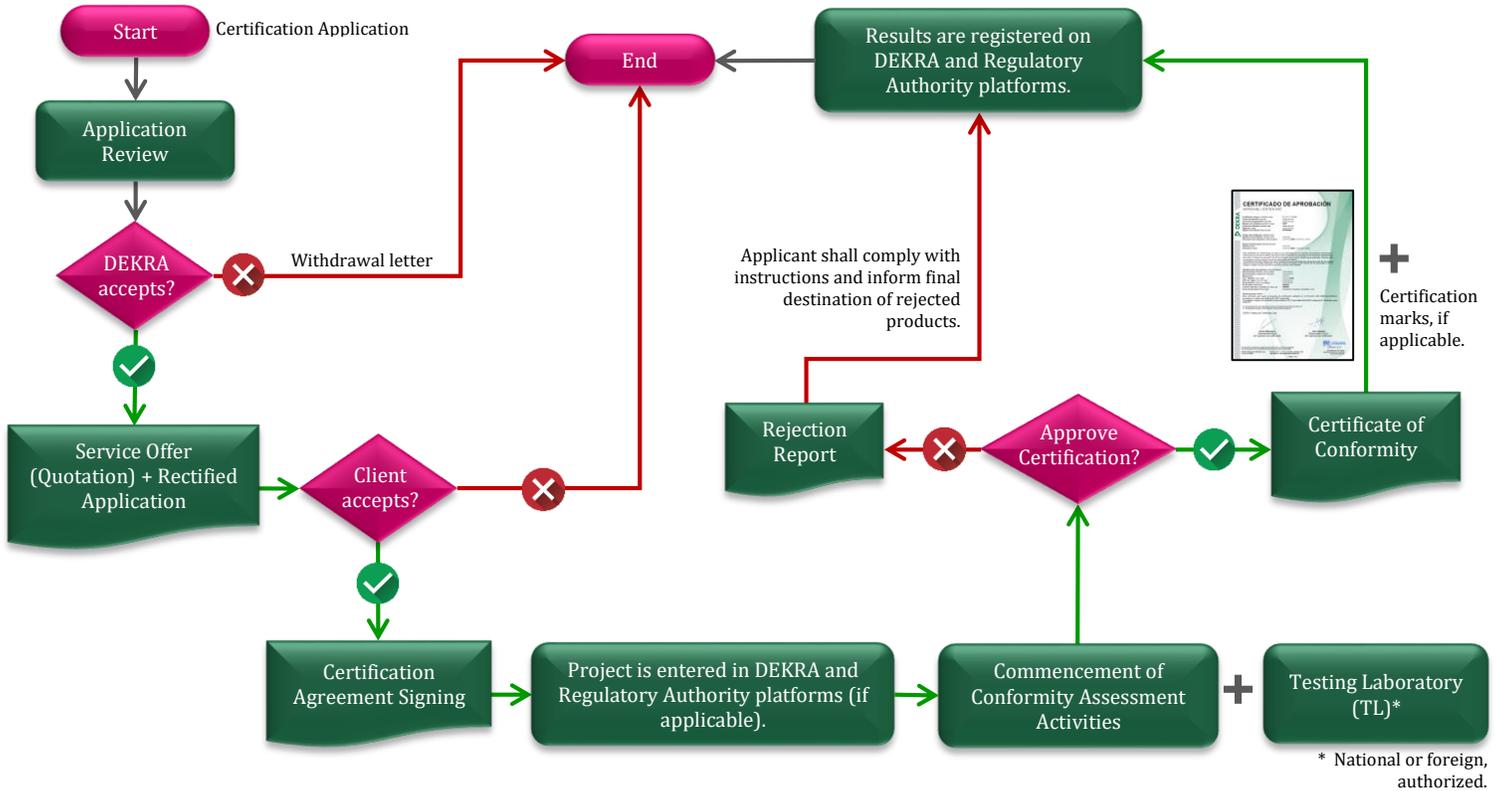
### **g) Certification activities.**

**1.** Application, according to chapter 2 (two) of these General Terms and Conditions.

**2.** The project is entered in the platforms of DEKRA and the Regulatory Authority, if applicable.

**3.** Commencement of conformity assessment activities, according to chapters 3 (three), 4 (four) and 5 (five) of these General Terms and Conditions.

**4.** The result is registered in the platforms of DEKRA and Regulatory Authority, if applicable.



\* National or foreign, authorized.



## Chapter 5. Surveillance Rules.

### a) Inspections.

1. DEKRA may extract at any time, either in compliance with the applicable legislation in force at the time or on its own initiative, from the market, warehouse or warehouse of the importer or distributor, in the case of products of foreign origin, or factory in the case of products of local origin, certified products to verify that they are identical to the product covered by the certificate. The extraction shall be carried out by means of DEKRA Sampling Rules, or by means of the procedures indicated in the current regulations or following the directives of the corresponding Accreditation Body or Regulatory Authority. Inspections may consist of a visual construction control and/or tests, in accordance with the provisions of the legislation in force, or otherwise at the discretion of DEKRA.
2. The costs of the controls in the market shall be paid by those responsible for the product in the target market (Applicant for certification, Authorized, Importer or Distributor) unless otherwise agreed.
3. If Non-Conformities are discovered in the verified Sample with respect to the certified product, and without prejudice to the provisions of clause (4.f), of these General Terms and Conditions, the Responsible for the Product in the Market and the Certificate Holder shall be informed of the Non-Conformities, giving them a reasonable period of time to clarify the situation, and to propose and adopt measures to eliminate the defects, if applicable. The Regulatory Authority and/or Accreditation Body may be informed of the results of the inspections carried out and of all cancellations produced as a result of these controls.
4. All expenses incurred during subsequent evaluations shall be invoiced additionally as indicated in chapter (6) of these General Terms and Conditions.

### b) Audits to the management system of the manufacturer.

1. As required by the certification scheme, DEKRA or a Strategic Partner may carry out audits to the management system of the manufacturer.
2. The CLIENT must allow and give all the facilities for its realization.
3. The result of the Audit Report shall also serve as an input element in the resolutions indicated in clause (4.f).



## Chapter 6. Pricing of the Services.

- a)** The Services provided by DEKRA shall have the values indicated in the Price List. DEKRA may require payment in advance.
- b)** In the event that the CLIENT has applied for a Mark of Conformity Certification, an annual license fee must be paid to obtain permission to use the corresponding Mark of Conformity. Such permission applies only to the certificate holder with respect to the product and the manufacturing premises listed on the certificate.
- c)** All modifications notified by the CLIENT that in any way affect the certificate, including changes of address, addition of factories, addition of models, etc., will be invoiced as indicated in the Price List and the Annual Fee will be adjusted accordingly, if applicable.
- d) Cancellation Deadline.** In order for annual fees not to be charged for a new calendar year, cancellations of Mark of Conformity Certificates must be received by DEKRA before November 30 of the current year. If cancellation of the certificate is requested during the following year, no proportional refund of the invoiced annual fees will be made.



## Chapter 7. Violation of the Testing, Certification and Surveillance Rules.

- a)** Without prejudice to the corresponding indemnities for damages and what is indicated in clause (4.e) of these General Terms and Conditions, in case the CLIENT, the Certificate Holder, the Authorized Parties, or the Manufacturer culpably incur in the violations of these General Terms and Conditions indicated below, DEKRA shall be entitled to a contractual fine to be paid by the CLIENT of up to 100 U.F. (One Hundred Unidades de Fomento) for each violation. This penalty shall be applicable to:
- (i) The unlawful use of Marks of Conformity granted by DEKRA, by being used a certificate that does not exist or has not been granted, or if a DEKRA Mark of Conformity is used even though the Certificate has been Cancelled, Restricted or Suspended by DEKRA.
- (ii) If advertising using Marks of Conformity or Certificates issued by DEKRA for products other than those for which the certificate was issued.



## Chapter 8. Claims and Appeals.

- a)** If the CLIENT or Certificate Holder is not satisfied with the decisions made by DEKRA during the Testing, Certification, Inspections or Market Surveillance process, he/she may file a complaint following the Complaints and Appeals Treatment Diagram. DEKRA shall give the CLIENT detailed reasons for its decisions and shall not involve the persons who are the subject of the claim or appeal in the solution of the claim or appeal.
- b)** If the reasons and/or solution offered by DEKRA is not acceptable to the CLIENT, the CLIENT will have the option to initiate a reconsideration by other personnel.
- c)** If the complaint has to do with Product Certification under an accredited certification scheme, the CLIENT may be governed by the complaints process of the relevant Accreditation Body.



## Chapter 9. General Terms and Conditions.

### a) General.

These General Terms and Conditions shall apply to the services agreed between DEKRA and the CLIENT, including Testing, Certification, Inspection and Surveillance Services, as well as consulting, information, delivery and similar services and to ancillary services and other subsidiary contractual obligations performed in the execution of the General Terms and Conditions. No contractual term shall be binding between the parties if it has not been included in these General Terms and Conditions, the Certification Agreement or otherwise in writing between the Parties.

### b) Offers and Applications.

Until final execution of the Certification Agreement, offers made by DEKRA, particularly with respect to scope, performance, pricing and time limits, shall remain conditional and shall not be binding on DEKRA. Once the Certification Agreement has been signed, these certification conditions shall be deemed to be incorporated into the service and form an integral part thereof, as set forth in the same service request.

### c) Times and deadlines for execution.

The times and deadlines agreed between the Parties are based on estimates of the extent of the work according to the particularities and information provided by the CLIENT. They shall only be binding in the event that DEKRA specifically so indicates in writing.

**d) Cooperation.**

1. The CLIENT warrants that all cooperation required from it, its Authorized agents, Subcontractors, or third parties will be provided on time and free of charge to DEKRA or any Strategic Partner.
2. Design documents, supplies, auxiliary personnel, etc., necessary for the performance of the Services shall be made available to DEKRA or any Strategic Partner without charge. The collaboration acts of the CLIENT must correspond to the legal provisions, standards, safety regulations and accident prevention regulations applicable in each case.
3. The CLIENT shall bear any additional costs incurred for work that has to be repeated or is delayed as a result of late, incorrect or incomplete information or lack of proper cooperation.

**e) Confidentiality.**

DEKRA, the Strategic Partners and their collaborators are committed not to disclose any fact or information of the CLIENT that comes to their knowledge as a result of the provision of Services. Without prejudice to the provisions of these General Terms and Conditions, written documents, plans, drawings, etc., made available to DEKRA or any Strategic Partner, which are relevant to the execution of the Service Request may be copied solely and exclusively for the records of DEKRA.

This is in addition to what is stated in the Certification Agreement.

**f) Intellectual Property.**

1. All copyrights or any kind of intellectual or industrial property, including expert opinions, test results, calculations, descriptions, etc., produced by the DEKRA Group or a Strategic Partner, shall be the exclusive property of DEKRA or the Strategic Partner.
2. Expert reports, test results, calculations, descriptions, and other documentation produced by DEKRA Group or any Strategic Partner in connection with the Service Request may be used by CLIENT only as set forth in these General Terms and Conditions, or for the purpose agreed upon by both parties.

**g) Acceptance.**

Any part of the ordered work that may be individually considered may be submitted by DEKRA for acceptance by the CLIENT as a partial delivery. The CLIENT must express its acceptance or disagreement within a period of (10) working days from the delivery of the work. After this period, its silence will be interpreted as acceptance of the work.

**h) Responsibilities of DEKRA.**

1. The contractual liability of DEKRA TC is limited to the value of the contract.
2. In any case, the liability of DEKRA, for any damages caused in connection with the provision of any Service is limited to a maximum of 10 times the value of the service with a maximum ceiling of 1,000 U.F. (one thousand Unidades de Fomento) for personal injury, property damage or damage to third parties, whether for civil, contractual or extra-contractual liability or administrative liability. In case there is a judicial or administrative sentence that obliges DEKRA to pay an indemnity or fine higher than the amount indicated, the differential between the same and the DEKRA TC liability limit shall be assumed by the CLIENT.
3. The limitation of the liability of DEKRA shall be similarly applicable to its employees, collaborators, agents, management personnel, shareholders and directors. DEKRA or any Strategic Partner shall not be liable for personnel placed at its disposal by the CLIENT for the inspection of its products or the inspection or supervision of a facility or plant operated by it.
4. In all cases, the CLIENT shall hold DEKRA and the Strategic Partners harmless for any claim originated by an employee or dependent of the CLIENT, Subcontractor, Authorized, Manufacturer, consumers, users or third parties. Such indemnity guarantee shall include all types of judicial sentences, judicial and extrajudicial costs and other expenses, which shall be borne by the CLIENT in their entirety.
5. DEKRA shall not be liable for the personnel made available by the CLIENT to support DEKRA, unless the personnel made available are to be regarded as DEKRA personnel intended to assist in the performance. Insofar as DEKRA is not liable for the personnel made available pursuant to the preceding sentence, the CLIENT shall indemnify DEKRA against possible claims by third parties.
6. The statute of limitations for claims for damages shall be governed by the applicable statutory provisions.
7. DEKRA undertakes to perform its obligations under these General Terms and Conditions by means of suitable and highly qualified personnel. Such personnel shall depend exclusively and directly on DEKRA, who is obliged to comply with all civil, commercial, labor, social security, fiscal and tax obligations that correspond to it or its dependents, in its capacity as employer of the personnel that

performs the tasks inherent to, related to, or in any way related to the services assumed by DEKRA in these General Terms and Conditions.

**8.** DEKRA undertakes to hold the CLIENT harmless and to reimburse any sum that must be paid with respect to any judicial or extrajudicial action, costs, losses and damages originated by claims of the personnel in charge of DEKRA and/or of the persons it uses for labor and/or social security non-compliance.

**i) Other provisions.**

**1.** The interpretation and effects of these General Terms and Conditions shall be governed by the laws of the Republic of Chile. For any dispute related to this agreement, the parties expressly and irrevocably submit to the jurisdiction of the ordinary national courts located in the City of Santiago, expressly waiving any other jurisdiction that may correspond to them.

**2.** If any provision or part of a provision of these General Terms and Conditions is null and void, the validity of the remaining provisions shall not be affected.

**3.** Any oral agreement ancillary to these General Terms and Conditions must be confirmed in writing.

**4.** Any modifications or additions (annexes), including an amendment to these General Terms and Conditions, shall be communicated to the particular address of the CLIENT. After being notified, the CLIENT shall have a transition period of 3 months to comply with the provisions of the new General Terms and Conditions or to formulate his/her observations or complaints in accordance with the provisions of chapter (8).

**5.** The English version of these General Terms and Conditions is a translation of the Spanish original. In case of differences of interpretation, the Spanish version shall prevail.

## Why DEKRA?



**100+**  
partners around the world



**Product certification services in**  
200+ regions and markets

- ✓ Experience supporting clients in accessing national and international markets.
- ✓ Offices and test laboratories in the four corners of the world.
- ✓ Experts with in-depth knowledge of the latest standards developments and market trends.
- ✓ Broad portfolio of services, covering many industries.
- ✓ DEKRA brands are well accepted and recognized in many markets around the world.
- ✓ Benefit from our Global Market Access services.
- ✓ Client-oriented services.
- ✓ Online project management tool to monitor and control your projects.

## Global Market Access

- Our Global Market Access (GMA) services cover electrical safety, EMC, energy efficiency, wireless and radio technologies, batteries, and are expanding into chemicals (food contact program) and automotive (battery chargers).
- GMA database and regulatory news updates: a resource for keeping up to date on the latest changes in regulatory requirements.
- Research, training and regulatory assessment services for market entry.



### Benefits.

- Shorter time to market. Gain a competitive advantage and market your products more efficiently with the support of our experts.
- 24/7 support. Our project management tool allows clients to check the status of projects in real time, regardless of location.
- Knowledge and experience. We participate in technical committees and industry consortia that give us insight into the latest developments in standards and market trends.

Visit our GMA database:

<https://www.dekra-product-safety.com/en/global-market-access/regions>

### Product Certification Marks





**Thank you for taking  
care of Security!**

**DEKRA Testing and Certification Limitada.  
Rosario Sur 91, Oficina 901, Las Condes,  
Santiago, Chile.**

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[certification.cl@dekra.com](mailto:certification.cl@dekra.com)**