

GENERAL TERMS AND CONDITIONS OF THE CERTIFICATION SERVICE

DEKRA Testing, Inspection and Certification Ltda. – Version 00

Clause 1. Scope of Application

These General Terms and Conditions of the Certification Service (hereinafter, the “General Terms and Conditions”) govern the services provided by DEKRA Testing, Inspection and Certification Ltda. (hereinafter, “DEKRA TIC” or “DEKRA”), through its Certification Body, as detailed below:

a) Certification Services: review, evaluation and recognition and/or validation of certificates and test and audit reports, product certification and quality assurance systems, where applicable; services hereinafter referred to as “Certification” or “Certifications”, all specified within the scope for which DEKRA is accredited, which is publicly available. This service includes the review, decision-making and issuance of Reports relating to the technical documentation submitted by the CLIENT.

b) Testing and/or Evaluation Services: these services are contracted externally from DEKRA Group laboratories or Strategic Partners in the national territory, or from third parties, with the CLIENT ultimately choosing the testing service contracted. They include:

(i) Testing and evaluation of products, components and technical product designs at their different stages 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, fitness for purpose, quality and environmental compatibility, based on legal standards, national regulations, national, European and international testing standards, and specifications agreed with the CLIENT.

(ii) Evaluation and inspection of manufacturing conditions at the different facilities with regard to quality assurance measures, in relation to conformity marks granted by DEKRA or conformity testing, in accordance with the rules and regulations of the different national markets or other specifications agreed with the CLIENT; hereinafter referred to interchangeably as “Testing” or “Tests”.

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

The certification General Terms and Conditions contained in this document are complementary to the Proposal Acceptance (which is provided upon acceptance of the Service Proposal and the service provision Proposal referred to in Clause 2 (two)), and both shall have the same validity. In the event of any discrepancy between them, the Certification Agreement shall prevail.

d) Restrictions on obtaining services: as part of our policies and procedures intended to reduce or eliminate risks to impartiality, the following activities are disclosed to the public and are not permitted for DEKRA, as they prevent DEKRA from providing Certification services to the CLIENT:

(i) Acting as the designer, manufacturer, installer, distributor or party responsible for maintaining certified products.

(ii) Acting as the designer, implementer, operator or party responsible for maintaining a certified process.

(iii) Acting as the designer, implementer, supplier or party responsible for maintaining a certified service.

(iv) Offering or providing the CLIENT with consultancy on the certification of products included in the scope.

(v) Offering or providing management-system consultancy or internal auditing to our CLIENTS when the certification scheme requires evaluation of their management systems.

The CLIENT is requested to declare whether it maintains any other activities or services with DEKRA, so that factors that could compromise the integrity and impartiality of the Certification Service results may be assessed.

Clause 2. Contracting – Service Proposal

a) In order to contract the certification services offered by DEKRA within the scope of these General Terms and Conditions, the CLIENT shall submit a request by means of a form (hereinafter, the “Application Form” or “Request”) to DEKRA. The form may be downloaded or completed electronically on the DEKRA website or requested by e-mail from any member of the DEKRA Certification Body or at commercial.ptc@dekra.com.

All Service Requests shall be submitted to DEKRA for review, evaluation and acceptance. Under no circumstances shall DEKRA's silence be construed as acceptance of any Service Proposal.

b) Once the Request has been reviewed, the CLIENT shall receive a positive or negative response.

(i) If positive, a Service Proposal or Quotation (hereinafter, the “Proposal”) shall be attached, together with the Form corrected with regard to the certification scheme and applicable standards, as well as the information obtained from the CLIENT necessary to complete all information required to commence the process and the General Terms and Conditions.

The Proposal shall set out the services offered and identify who will perform the outsourced activities. In this case, the CLIENT may object to any proposal involving a DEKRA entity. The differences shall be resolved and the conditions accepted, after which the Certification Agreement shall be sent together with the corrected Form and the Service Proposal. If the differences are not resolved, the provisions of Clause 2.b.ii shall apply.

(ii) If negative, the Request shall be rejected and the CLIENT shall be notified by means of a withdrawal letter stating the reasons, which may include a Request outside DEKRA's accredited scope, temporary insufficiency of personnel competence, or the identification of an impartiality risk that cannot be remedied, among others.

c) By accepting the Proposal, the CLIENT accepts all General Terms and Conditions contained in this document, insofar as they apply to the services requested, as well as any other specific condition agreed in writing with DEKRA.

Clause 3. Testing Regulations

a) Testing Location

1. As a general procedure, it is requested that the Tests have already been performed so that the provisions of Clause 4 (four) may be addressed directly. However, if the CLIENT does not yet have the respective test reports, it may request this service from DEKRA, pursuant to Clause 1.b of this document.

These Testing Services shall be performed, at the CLIENT's choice, at:

(i) Laboratories of the DEKRA Group or Strategic Partners (Partner Laboratories with which DEKRA has valid, signed contracts that meet the agreed applicable regulatory requirements).

(ii) Third-party laboratories or inspection bodies that demonstrate adequate competence to perform the Tests and that have been positively evaluated and qualified by DEKRA.

(iii) CLIENT laboratories, provided that DEKRA's assessment demonstrates their capability, competence and impartiality to perform the Tests.

2. Within the Regulated Scope, where required by the Regulatory Authority, only Test Reports issued by laboratories duly accredited by an ILAC (International Laboratory Accreditation Cooperation) signatory member, or recognized by ILAC under a mutual recognition arrangement, such as CGCRE/INMETRO – Brazil, shall be accepted. Their accreditation shall be valid and they shall be authorized by the Regulatory Authority or its designee.

3. If the Tests are performed at CLIENT laboratories, they may only be performed in the presence and under the supervision of a DEKRA expert. In such case, the CLIENT undertakes to hold DEKRA harmless from any damage or loss arising from any claim or demand caused by any fraudulent or negligent act by the CLIENT's officers, employees, directors or executives, or by third parties.

The indemnification obligation includes any judicial and extrajudicial expenses arising from the claim, including where it is physically impossible to have an expert available.

4. Whenever the CLIENT contracts Tests with a third-party laboratory, the CLIENT warrants:

(i) that the provisions relating to the retention of test samples and documentation set forth in Clause 3.c will be complied with;

(ii) that DEKRA will be held harmless from any judicial or extrajudicial claim, for any reason, that the laboratory may bring against DEKRA.

b) Testing Procedure

1. Once the Service Proposal has been approved, the CLIENT shall make the entire stock of the product to be tested available to DEKRA so that DEKRA may select, in accordance with its internal rules or applicable national standards, one or more product samples to be tested (hereinafter, the "Samples"), as indicated in the respective certification schemes under Clause 4.a.

In all cases, the Samples shall be provided to DEKRA free of charge. In addition, the CLIENT shall provide all technical documentation required by DEKRA or the Strategic Partner.

2. DEKRA reserves the right to request additional product samples from the CLIENT free of charge. Under no circumstances shall the number of samples requested be less than that required by the applicable certification scheme and/or Testing Standards, according to the type of Test or product.

3. All documentation supplied by the CLIENT shall be written in Portuguese and/or English, unless otherwise agreed between the Parties. All other information and/or documents intended to inform the consumer or end user about the use, installation and maintenance of the product shall be in Portuguese and/or English, or in Spanish and/or English, as established by the legislation applicable to the certification body.

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

(i) request that the CLIENT translate all or specific excerpts into English and/or Portuguese;

(ii) translate the documentation into English and/or Portuguese, with all costs borne exclusively by the CLIENT.

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

6. DEKRA shall contract the Testing Services only when the CLIENT has complied with the requirements established in these General Terms and Conditions and the Testing Standards. In all cases, the Testing Services shall be provided to the CLIENT in the order in which Service Requests are received.

7. Whenever Non-Conformities occur in the Testing process (existence of deviations) at DEKRA Group or Strategic Partner laboratories, the CLIENT may request a Retest and, consequently, a new Testing Procedure, which shall incur an additional charge.

A repetition may also be agreed at third-party laboratories, which shall comply with the provisions of Clause 3.a. Additional amounts shall 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, which may be complete or abbreviated.

If the Tests result in non-conformities between the tested product and the Testing Standards or the Testing Program, DEKRA shall provide the CLIENT with a Rejection Report identifying the Non-Conformities observed.

Under no circumstances shall DEKRA propose solutions for such Non-Conformities in the tested product.

Once the CLIENT has resolved the Non-Conformities, new Tests shall be performed, which may or may not include all Tests previously performed.

If no further negative observations are identified in the product, the CLIENT may request from DEKRA a Type, Approval or Follow-up Certificate, as applicable (hereinafter, the "Certificate of Conformity").

If required by the certification scheme, the condition of "second instance approved" shall be stated on the certificate. Any amendment to the Certificate of Conformity shall incur an additional charge.

9. The CLIENT shall have the right to disclose Test Reports and similar documents in accordance with the confidentiality rules set out in Clause 9.e of these General Terms and Conditions and in the Commercial Proposal, provided that the disclosure is made in full and without alteration and that the date of issue of the Test Report is explicitly indicated.

Publication, copying or reproduction of the Reports for advertising purposes requires DEKRA's prior written consent.

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, itself or through a Strategic Partner, shall perform periodic Factory Audits.

Factory Audits shall be performed at the frequency indicated by DEKRA in accordance with the technical and/or legal standards in force. DEKRA reserves the right to conduct them 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, assembly and control facilities, testing instruments and quality management measures, as well as any other element essential to ensuring the continuous maintenance of a level of quality compatible with the evaluated model.

Without prejudice to the Factory Inspection, obtaining and maintaining Mark of Conformity Certification shall depend on compliance with all requirements established in these General Terms and Conditions.

In accordance with applicable regulations and/or legislation, both the relevant Accreditation Body and the Regulatory Authority in the regulated field may request additional measures or Audits.

11. DEKRA reserves the right to publish the corporate names of CLIENTS requesting Testing Services. Under no circumstances shall CLIENT consent be required.

c) Retention of Test Samples and Documentation

1. In the event of a Test with a negative result, during which the CLIENT requests a Retest, the Test Samples may be stored free of charge for a maximum period of two months.

After this period, and in cases where the Testing procedure is suspended or successfully completed, the samples shall be available for collection by the CLIENT or returned upon request and at the CLIENT's expense.

If the CLIENT does not collect the samples after receiving written notice or refuses to accept them, the samples shall be destroyed at the CLIENT's expense one month after such notice.

DEKRA assumes no responsibility for the actions of third-party laboratories or inspection bodies contracted by the CLIENT that use different sample destruction procedures or shorter periods than those defined in this section.

2. If the Test of a product has a favorable result and the CLIENT has requested Certification Services, the Test Samples shall remain in the CLIENT's possession for safekeeping.

3. Reference Samples or documentation delivered to the CLIENT shall at all times be immediately and freely available to DEKRA upon request.

If, in response to a request, the CLIENT is unable, for any reason, to make available the Reference Samples and/or documentation that it is responsible for providing and that it is reasonable to make available under these General Terms and Conditions, the CLIENT may not bring an action or claim compensation for material or pecuniary damages against DEKRA arising from the respective Tests and Certifications.

If a Certification is issued and DEKRA considers that the design of the Reference Sample does not permit its storage at the facilities of the DEKRA Group, Strategic Partners or the CLIENT, the CLIENT shall, at its own expense, compile all necessary information and documentation concerning 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 otherwise provided by law, the guaranteed retention period for Reference Samples or corresponding documentation shall be at least two (2) years from the date of the last invoice for the sale of the corresponding product.

Reference Samples or approved Type Samples shall remain sealed and in ideal storage conditions.

5. Storage costs at warehouses or other storage locations of the DEKRA Group, as well as at any other third-party locations, shall be borne by the CLIENT.

6. Delivery and shipping costs for Test Samples to be stored at the CLIENT's facilities or under conditions provided by the CLIENT shall in all cases be borne by the CLIENT.

7. Under no circumstances shall DEKRA be liable for loss of or damage to Test or Reference Samples.

Clause 4. Certification Rules

a) Certification Schemes

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

a. System 1: Type Testing and Approval, followed by surveillance consisting of reduced testing of randomly selected samples from each production or import batch.

b. System 2: Type Testing and Approval, factory evaluation and evaluation of its Quality Management System, followed by a quarterly cycle of reduced testing on samples collected from the market and factory and an annual audit.

c. System 3: Testing of a specific batch, applying inspection by attributes in accordance with the specific standard of each country.

d. Scheme 4: execution and conformity assessment according to the results of inspection by attributes and testing, in accordance with the requirements of the applicable reference, and surveillance of samples from the factory or market, or both. It is intended for manufacturers that do not have a quality management system.

e. Scheme 5: execution and conformity assessment according to the results of inspection by attributes and testing, in accordance with the requirements of the applicable reference, and surveillance of samples from the factory or market, or both. It includes an audit of the quality management system and, additionally, an on-site inspection of the storage process to verify product conformity during storage, where applicable.

f. System 6: Recognition of foreign certification.

NOTE: Certification shall be conducted in accordance with the certification schemes in force and applicable to the intended scope, as well as in compliance with all requirements established in the technical regulations applicable to the respective product and country.

b) Types of Certificates

1. Based on the favorable evaluation of test reports, factory inspection reports, audit reports (the latter two only where applicable), and other technical documentation, DEKRA's Certification Area issues certificates within 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 that is a signatory to the International Accreditation Forum (IAF), using the 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 shall also be available at the DEKRA Download Center. A public document containing the declared scope, together with the standards applied under each certification scheme, may also be downloaded from that location.

3. Within the regulated scope for the Chilean market, the certificates issued may be:

(i) Type Certificate (CT): indicates that a product is manufactured under conditions in accordance with the applicable regulations. It does not permit commercialization. All protocol tests are performed.

(ii) Certificate of Conformity (CA): indicates that the product continues to comply with the approved type and is ready to be marketed. Reduced testing is performed.

(iii) Follow-up Certificate (CS): indicates that the product may continue to be marketed because it continues to meet the certification requirements. The Commerce Control Certificate is used in certification system No. 2 to indicate that the corresponding CA remains valid. Reduced testing is performed.

In order for a product to receive a CA, it must have its CT. In some cases, it is possible to coordinate obtaining both certificates simultaneously. The issuance of the CS depends on the certification system selected. It is recommended that the SEC website be consulted for additional information.

4. Within the regulated scope for markets in other countries, the following shall be issued:

(i) Certificate of Conformity (CoC): a document issued in accordance with the rules of a certification system, expressing adequate confidence that a duly identified product, process or service complies with the essential requirements established for that purpose.

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

For the Brazilian market, consultation of PRODCERT is recommended to verify the validity of the certificate.

c) Certification Conditions

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

(i) produced by the DEKRA Group or one of its Strategic Partners;

(ii) provided by the CLIENT under the conditions set out in this 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, without limitation:

(i) where the laboratory has not been positively audited (and approved) by DEKRA, where required;

(ii) where compliance with ISO/IEC 17025:2017 requirements cannot be guaranteed (accredited laboratory with an accredited scope);

(iii) where observations or Non-Conformities identified by DEKRA concerning the testing laboratory have not been resolved within the stipulated period;

(iv) where the laboratory does not meet the requirements established by the Regulatory Authority of the target market.

Under no circumstances shall DEKRA be liable for damages suffered by the CLIENT as a result of disregarding the Test Reports provided.

3. In order to maintain Mark of Conformity Certification, the provisions of Clause 5 – Surveillance Rules – of these General Terms and Conditions and the respective certification schemes must be complied with.

4. For all types of Certification requested, the CLIENT shall document the origin brand or trade name under which its organization distributes the product to be certified. For this purpose, the CLIENT shall prove ownership of the trademark or trade name or provide authorization for its use.

DEKRA reserves the right to cancel the certificate if a third party proves ownership of the trademarks under which the products have been certified.

5. The Certificate may be used only by:

(i) the holder of the right to use the trademark or the certification applicant;

(ii) those expressly authorized by the Certificate holder referred to in item (i), subject to the limitations indicated in the authorizations.

Use of the Certificate by the holder or authorized parties is limited to the product, the manufacturing facilities indicated on the certificate, where applicable, and the scope covered by the manufacturer's quality system.

6. Transfer of a certificate from the holder to third parties shall only be possible with DEKRA's written approval. In addition, DEKRA approval shall be required in cases of merger/dissolution for the transfer of control of the Certificate holder.

7. The Product Certificate may be limited to a specific 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. Upon request by third parties or the CLIENT, DEKRA's Certification Body shall inform:

(i) which products have been Certified;

(ii) which Certificates have been declared invalid or cancelled.

d) CLIENT Rights Arising from Certifications

The CLIENT shall have the right, during the validity period 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) apply the Mark of Conformity to Certified products within the specific scope of the type of Certificate issued. The Mark of Conformity may be applied to the body of the complete Certified product and does not apply 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 relating to Certified Products only during the validity period of the license to use the Mark of Conformity issued by DEKRA. At no time may the CLIENT cause confusion or mislead as to the scope of the Certificates.

(iv) provide Test Reports and related documents only in complete and unaltered form and with the date of issue explicitly indicated.

However, their publication, copying or reproduction for advertising purposes requires DEKRA's prior written consent.

e) CLIENT Obligations Arising from Certifications

1. Notify DEKRA of any possible transfer of its company to another company or owner, as well as any changes in the corporate control of its company.
2. Comply with all regulations in force in the target markets, as well as regulations issued by the Regulatory Authority.
3. Immediately notify DEKRA of any modification to the design and/or construction of the Certified product.
4. Establish a new model designation for a modified product to be Certified where the product is based on a previously certified product.

5. Immediately correct and eliminate any safety defect identified in products which, based on the evaluation of the certified type, bear a mark, seal, acronym or Mark of Conformity granted by DEKRA, and adopt appropriate measures to minimize any potential damage.

The CLIENT shall, in all cases, immediately discontinue production and/or marketing and advertising of the defective Certified product and notify DEKRA.

6. In all cases where, after Certified products have been introduced into the market, the CLIENT becomes aware of a potential hazard associated with a Certified product, it shall immediately notify DEKRA and consumers by means of appropriate advertising and in accordance with legal requirements.

Any advertising indicating the hazardous nature of Certified products must be approved in advance by DEKRA.

7. Record and archive all market (consumer) or third-party complaints relating to the certified product. Upon DEKRA's request, the CLIENT shall immediately and free of charge make these records available and provide information on the measures taken to resolve the complaints.

8. During the validity period of the Mark of Conformity Certifications issued in its name, the CLIENT shall:

(i) continuously monitor the manufacturing process of Certified products to ensure compliance with all Certification requirements;

(ii) comply with all legal requirements for the manufacture and marketing of Certified products;

(iii) permit DEKRA or a Strategic Partner, where applicable, to inspect manufacturing conditions and facilities before issuance of the Certificate. Thereafter, it shall permit unrestricted Production Controls by DEKRA or a Strategic Partner at any time;

(iv) permit Witness Audits at the facilities of the Manufacturer, Authorized Party or Subcontractors of the CLIENT, performed by:

a. the Accreditation Body (CGCRE/INMETRO / ONAC) or another corresponding Regulatory Authority;

b. DEKRA or any Strategic Partner.

The CLIENT shall always be responsible for ensuring the Manufacturer's cooperation in the performance of Witness Audits;

(v) consider and maintain records of findings identified during continuous Production Controls and audits performed by DEKRA or any Strategic Partner, in order to correct, within the deadlines indicated by DEKRA, any Non-Conformity identified;

(vi) notify DEKRA in advance of any changes the CLIENT intends to make to the Certified product in relation to the approved design based on the Test Samples, whether through new development or replacement of components.

DEKRA reserves the right to approve modifications notified by the CLIENT. Continued validity of the certificate shall depend on the results of any additional Tests performed on the product and subsequent approval by DEKRA;

(vii) immediately notify DEKRA of any change to the manufacturing facilities of the Certified product;

(viii) enter into a contractual agreement with the Manufacturer of the Certified Product if the holder of the Mark of Conformity Certificate is not the manufacturer of the product, to ensure compliance with the essential manufacturing requirements in accordance with the Certificate issued, including permission for Production Controls.

f) Validity, Reduction, Suspension, Cancellation, Termination and Recertification

1. The validity of Certificates is subject to the certification scheme used. This information shall be stated on the Certificates and may be consulted at any time on the website indicated in the document or by e-mail request.

2. Certificates may be subject to a reduction or restriction of scope where:

(i) the Certificate of Conformity covers several models and not all of them are affected by the Non-Conformity; in such case, DEKRA shall restrict validity to the unaffected products;

(ii) an update to the applicable standards means that the versions originally used to evaluate a product no longer provide a presumption of conformity; the validity of the Certificate of Conformity shall be restricted to the date on which the versions originally used cease to provide such presumption of conformity, as indicated in the list of published harmonized standards or by the Regulatory Authority in its certification schemes.

3. Certificates may be Suspended by DEKRA with immediate effect if:

- (i) the results of an Evaluation, Audit, Production Control or Market Surveillance demonstrate Non-Conformities whose nature, at DEKRA's sole discretion, does not require immediate cancellation of the Certificate;
- (ii) Non-Conformities are subsequently identified in the Certified product that were not detected during Evaluations, Audits, Production Controls or Market Surveillance, or were not identified at the time of Testing, or are not corrected by the Certificate Holder within the period indicated by DEKRA;
- (iii) the CLIENT does not permit or otherwise hinders inspection of manufacturing and/or testing facilities, deposits or warehouses, or the sampling of products for control, and does not arrange for the controls to be performed within the period granted by DEKRA, despite DEKRA's written request;
- (iv) the CLIENT uses Mark of Conformity licenses for non-certified products and, at DEKRA's sole discretion, the irregularity does not require immediate cancellation of the Certificate;
- (v) the CLIENT disseminates or communicates incorrect information or conducts unauthorized advertising using Test Reports, Certificates and/or acronyms and/or seals and/or marks and/or Marks of Conformity, and, at DEKRA's sole discretion, the irregularity does not require immediate cancellation of the Certificate;
- (vi) the CLIENT fails to pay, within the stipulated period and after prior notice, fees relating to Certifications, licenses for use of Marks of Conformity, Testing and Audits;
- (vii) the CLIENT breaches any of the obligations established in these General Terms and Conditions;
- (viii) the CLIENT fails to comply with Market Surveillance controls within the periods established by applicable legislation.

4. The Certificate shall be Cancelled if:

- (i) the Certificate specifies a validity period and such period expires without extension of its validity;
- (ii) the CLIENT notifies DEKRA in writing of its intention to terminate the Certificate during the specified certification period;
- (iii) the CLIENT becomes insolvent, files for bankruptcy or has bankruptcy proceedings filed against it, is prohibited from conducting business, or is otherwise unable to engage in commercial activities;
- (iv) modifications occur to accreditation and/or recognition regulations and/or Testing Standards, provided that the CLIENT is unable or unwilling to ensure conformity of its Certified products with the new requirements;
- (v) serious Non-Conformities are identified during Tests, Audits, Production Controls or Market Surveillance;
- (vi) Non-Conformities or facts that had not previously been considered, were incorrectly assessed, or could not have been recognized at the time of the Tests or Audits are identified, and their discovery at that time would have led to discontinuation of the certification process;
- (vii) there is misuse or incorrect reference to the Certification or misleading use of Certificates, acronyms, seals, marks or Marks of Conformity;
- (viii) any grounds specifically provided for in the scheme rules or agreed between DEKRA and the CLIENT are not respected;
- (ix) the CLIENT is unwilling or unable to comply with the certificate reinstatement conditions notified by DEKRA following a Suspension;
- (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 are altered and thereby falsified. Such irregularity requires, at DEKRA's sole discretion, immediate Cancellation of the Certificate;
- (xii) the CLIENT uses Mark of Conformity licenses for non-certified products and such irregularity requires, at DEKRA's sole discretion, immediate cancellation of the CLIENT's Mark of Conformity Certificates;
- (xiii) the CLIENT disseminates or communicates incorrect information or conducts unauthorized advertising using Test Reports, Certificates or Marks of Conformity and such irregularity requires, at DEKRA's sole discretion, immediate Cancellation of the Certificate.

5. If Certification is terminated at the CLIENT's request, suspended or withdrawn, DEKRA shall take the actions specified by the certification scheme and make all necessary changes to the formal certification documents, public information, authorizations for use of Marks of Conformity, etc., to ensure that they do not indicate that the product remains Certified.

If the scope of a Certification is reduced, the actions specified by the certification scheme shall also be taken and all necessary changes shall be made to the formal certification documents, public information, authorizations for use of Marks of Conformity, etc., so 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 reduction or Suspension, DEKRA shall make all necessary changes to the formal certification documents, public information, authorizations for use of Marks of Conformity, etc., to ensure all corresponding indications that the product remains Certified.

If it is decided to reduce the scope of Certification as a condition for reinstatement, all necessary changes shall also be made to make such reduction clear.

7. When any cause justifying Suspension of a Certificate occurs, in accordance with Clause 4.f.3, and before Cancelling a Certificate pursuant to Clause 4.f.4, DEKRA shall, at its sole discretion, grant the CLIENT a reasonable period of up to 30 calendar days to submit its response and adopt and/or implement the corrective actions necessary to lift the Suspension, unless this is impossible due to the urgency of the measures to be adopted.

After the period granted by DEKRA has expired, if the causes of Suspension still persist—whether because the CLIENT has not responded or because the proposed corrective actions are not considered satisfactory to eliminate the cause of Suspension—DEKRA shall proceed with cancellation of the certificates concerned.

8. Throughout the period during which a Certificate is Suspended, the CLIENT shall not be entitled to exercise the rights established in Clause 4.d – CLIENT Rights – but shall comply with all obligations imposed by these General Terms and Conditions, including payment of fees. The same shall apply to Cancelled status.

9. In the event of Cancellation, the original Certificate shall be returned immediately to DEKRA at the CLIENT's expense.

10. DEKRA shall communicate information concerning Suspended or Cancelled Certificates to Regulatory Authorities and Accreditation Bodies and to any other authority legally required to receive such information, whether by legal obligation or under the certification schemes, notifying the CLIENT.

In the event of non-compliance with these General Terms and Conditions or Non-Conformities, DEKRA may disclose to Regulatory Authorities, Accreditation Bodies and other interested parties, at DEKRA's discretion, the name and address of the CLIENT involved, the nature of the breach or Non-Conformity, or the reason why the Certificate was Cancelled or Suspended, including information about the product.

Upon request by Regulatory Authorities, DEKRA may provide copies of the complete Testing and Certification file and, only where required by law, may do so without notifying the CLIENT.

11. Under no circumstances shall DEKRA be liable for any damages suffered by the CLIENT as a result of the Suspension or Cancellation of a Certificate.

g) Certification Activities

1. Application, in accordance with Clause 2 of these General Terms and Conditions.

2. The project is entered into DEKRA and Regulatory Authority platforms, where applicable.

3. Commencement of conformity assessment activities in accordance with Clauses 3, 4 and 5 of these General Terms and Conditions.

4. The result is recorded in DEKRA and Regulatory Authority platforms, where applicable.

Clause 5. Surveillance Rules

a) Audits

1. DEKRA may, at any time, whether in compliance with applicable legislation in force or on its own initiative, remove Certified products from the market, warehouses, or the importer's or distributor's storage facilities, in the case of products of foreign origin, or from the factory, in the case of products of local origin, to verify whether they are identical to the product covered by the Certificate.

Sampling shall be carried out in accordance with DEKRA's Sampling Rules, the procedures indicated in the regulations in force, or the guidelines of the corresponding Accreditation Body or Regulatory Authority.

Audits may consist of visual inspection of construction and/or Tests, in accordance with applicable legislation or, otherwise, at DEKRA's discretion.

2. The costs of controls performed on the market shall be paid by the parties responsible for the product in the target market—the Certification Applicant, Authorized Party, Importer or Distributor—unless otherwise agreed.

3. If Non-Conformities are discovered in the Sample inspected in relation to the Certified product, without prejudice to the provisions of Clause 4.f of these General Terms and Conditions, the Responsible Party for the Product in the Market and the Certificate Holder shall be informed of the Non-Conformities and granted a reasonable period to clarify the situation and, where applicable, propose and adopt measures to eliminate the defects.

The Regulatory Authority and/or Accreditation Body may be informed of the results of the Audits performed and of all cancellations resulting from such controls.

Certification flowchart

The flowchart presents, in sequence: Certification Request → Request Review → DEKRA decision → Commercial Proposal + corrected Request (if applicable) → CLIENT acceptance → signing of the Proposal Acceptance → commencement of conformity assessment + (Audit/Testing/applicable requirements) → certification decision → Certificate of Conformity or Rejection Report (NCR), with the results recorded in the DEKRA and Regulatory Authority platforms, where applicable.

4. All expenses incurred during subsequent evaluations shall be invoiced additionally, as indicated in Clause 6 of these General Terms and Conditions.

b) Audits of the Manufacturer's Management System

1. As required by the certification scheme, DEKRA or a Strategic Partner may perform audits of the manufacturer's management system.
2. The CLIENT shall permit and provide all facilities necessary for their performance.
3. The result of the Audit Report shall also serve as an input to the decisions referred to in Clause 4.f.

Clause 6. Service Pricing

- a) The prices of the Services provided by DEKRA are always available for consultation and are administered by the Commercial Department, which may require advance payment upon prior agreement with the CLIENT.
- b) If the CLIENT has requested Mark of Conformity Certification, an annual license fee shall be paid to obtain authorization to use the respective Mark of Conformity. This authorization applies only to the Certificate holder in relation to the product and manufacturing facilities indicated 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., shall be invoiced as indicated in the Price List, and the Annual Fee shall be adjusted, where applicable.
- d) Cancellation deadline. In order to avoid annual fees being charged for a new calendar year, cancellations of Mark of Conformity Certificates must be received by DEKRA at least 90 calendar days before the start date of the maintenance or recertification process.

If cancellation of the Certificate is requested during the following year, there shall be no proportional refund of the invoiced annual fees.

Clause 7. Violation of the Testing, Certification and Surveillance Rules

- a) Without prejudice to the corresponding indemnification for damages and the provisions of Clause 4.e of these General Terms and Conditions, if the CLIENT, Certificate Holder, Authorized Parties or Manufacturer culpably commit any of the violations below, DEKRA shall be entitled to a contractual penalty payable by the CLIENT of up to five times the value of the Commercial Proposal for each violation.

This penalty shall apply to:

- (i) unlawful use of Marks of Conformity granted by DEKRA, through use of a certificate that does not exist or has not been granted, or where a DEKRA Mark of Conformity is used while the Certificate has been Cancelled, Restricted or Suspended by DEKRA;
- (ii) advertising using Marks of Conformity or Certificates issued by DEKRA for products other than those for which the Certificate was issued.

Clause 8. Claims and Appeals

- a) If the CLIENT or Certificate Holder is not satisfied with decisions made by DEKRA during the Testing, Certification, Audits or Market Surveillance process, it may file a complaint following the Complaints and Appeals Treatment Flowchart (see Commercial Proposal).

DEKRA shall provide the CLIENT with detailed reasons for its decisions and shall not involve in the resolution of the complaint or appeal any persons who are the subject of the complaint or appeal.

- b) If the reasons and/or solution offered by DEKRA are not acceptable to the CLIENT, the CLIENT may request reconsideration by other personnel.
- c) If the complaint relates to Product Certification under an accredited certification scheme, the CLIENT may be subject to the complaints process of the relevant Accreditation Body.

Clause 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 consultancy, information, delivery and similar services, ancillary services and other subsidiary contractual obligations performed in connection with these General Terms and Conditions.

No contractual term shall be binding between the Parties unless it is included in these General Terms and Conditions, in the Proposal Acceptance, or otherwise agreed in writing between the Parties.

b) Offers and Requests

Until final execution of the Certification Agreement, offers made by DEKRA, particularly with respect to scope, performance, prices and deadlines, shall remain conditional and shall not be binding on DEKRA.

After the Certification Agreement has been signed, these certification conditions shall be deemed incorporated into the service and shall form an integral part thereof, as established in the Service Request itself.

c) Execution Periods and Deadlines

The periods and deadlines agreed between the Parties are based on estimates of the extent of the work, taking into account the particularities and information provided by the CLIENT.

They shall be binding only when DEKRA specifically states so in writing.

d) Cooperation

1. The CLIENT warrants that all cooperation required from it, its Authorized agents, Subcontractors or third parties shall be provided promptly and free of charge to DEKRA or any Strategic Partner.

2. Design documents, materials, auxiliary personnel, etc. required for the performance of the Services shall be made available to DEKRA or any Strategic Partner at no cost.

The CLIENT's cooperation shall comply with the applicable legal provisions, standards, safety regulations and accident-prevention regulations in each case.

3. The CLIENT shall bear any additional costs resulting from work that must be repeated or is delayed as a result of late, incorrect or incomplete information or inadequate cooperation.

e) Confidentiality

DEKRA, the Strategic Partners and their personnel undertake not to disclose any fact or information concerning the CLIENT that comes to their knowledge as a result of providing the 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 that are relevant to the performance of the Service Request may be copied solely and exclusively for DEKRA's records.

This is in addition to the provisions of the Commercial Certification Proposal.

f) Intellectual Property

1. All copyrights and any type of intellectual or industrial property rights, including technical 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. Technical reports, test results, calculations, descriptions and other documents produced by the DEKRA Group or any Strategic Partner in connection with the Service Request may be used by the CLIENT only as established in these General Terms and Conditions or for the purpose agreed by both Parties.

g) Acceptance

Any part of the requested work that may be considered individually may be submitted by DEKRA to the CLIENT for acceptance as a partial deliverable.

The CLIENT shall state its acceptance or disagreement within 10 business days from delivery of the work.

After this period, its silence shall be construed as acceptance of the work.

h) DEKRA Responsibilities

1. The contractual liability of DEKRA TIC is limited to the value of the contract.

2. In any case, DEKRA's liability for any damages caused in connection with the provision of any Service shall be limited to a maximum of five times the value of the service, for personal injury, property damage or damage to third parties, whether under civil, contractual, tort or administrative liability.

If a judicial or administrative decision requires DEKRA to pay compensation or a fine exceeding the amount indicated, the difference between that amount and the DEKRA TIC liability limit shall be borne by the CLIENT.

3. The limitation of DEKRA's liability shall also apply to its employees, personnel, agents, management personnel, shareholders and directors.

DEKRA or any Strategic Partner shall not be responsible for personnel provided by the CLIENT for inspection of its products or for inspection or supervision of a facility or plant operated by the CLIENT.

4. In all cases, the CLIENT shall hold DEKRA and the Strategic Partners harmless from any claim originating from an employee or dependent of the CLIENT, Subcontractor, Authorized Party, Manufacturer, consumers, users or third parties.

This indemnity shall include all types of judicial decisions, judicial and extrajudicial costs and other expenses, all of which shall be borne entirely by the CLIENT.

5. DEKRA shall not be responsible for personnel provided by the CLIENT to support DEKRA, except where such personnel are deemed DEKRA personnel assigned to assist in the performance.

To the extent DEKRA is not responsible for personnel provided pursuant to the preceding provision, the CLIENT shall indemnify DEKRA against any third-party claims.

6. The limitation period for claims for damages shall be governed by the applicable legal provisions.

7. DEKRA undertakes to perform its obligations under these General Terms and Conditions through suitable and highly qualified personnel.

Such personnel shall be exclusively and directly under DEKRA's authority, and DEKRA shall be responsible for compliance with all civil, commercial, labor, social-security, fiscal and tax obligations applicable to it or to its employees, in its capacity as employer of the personnel performing activities inherent in, related to, or otherwise connected with the services undertaken by DEKRA under these General Terms and Conditions.

8. DEKRA undertakes to hold the CLIENT harmless and reimburse any amount that must be paid as a result of any judicial or extrajudicial action, costs, losses or damages arising from claims by personnel under DEKRA's responsibility and/or persons used by DEKRA, resulting from 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 Brazil.

For any dispute relating to this agreement, the Parties expressly and irrevocably submit to the jurisdiction of the ordinary national courts located in the city of Atibaia, State of São Paulo, Brazil, expressly waiving any other jurisdiction that may otherwise apply 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 supplementary oral agreement to these General Terms and Conditions shall be confirmed in writing.

4. Any amendments or additions (annexes), including amendments to these General Terms and Conditions, shall be communicated to the CLIENT's designated address.

After being notified, the CLIENT shall have a transition period of three months to comply with the provisions of the new General Terms and Conditions or submit its comments or complaints in accordance with Clause 8.

5. The English version of these General Terms and Conditions is a translation of the original Portuguese version. In the event of any differences in interpretation, the Portuguese version shall prevail.