



# JQA Application for Testing / Certification Services

I, the applicant, am applying with full knowledge and acceptance of the Terms of Agreement. [Updated Revision Date: 2026/07/13 Ed.9911-23E]  
[https://www.jqa.jp/english/safety/action/file/e\\_agreement.pdf](https://www.jqa.jp/english/safety/action/file/e_agreement.pdf)

E-application No.

JQA Internal Use

Application No. :

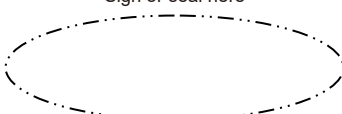
JQA Filling No. :

File, Report No.:

To: Japan Quality Assurance Organization

## 1 Applicant Information

Date (yyyy/mm/dd):

|                       |     |                                                                                                                  |  |
|-----------------------|-----|------------------------------------------------------------------------------------------------------------------|--|
| Company Name          |     |                                                                                                                  |  |
| Address               |     |                                                                                                                  |  |
| Applicant Name        |     |                                                                                                                  |  |
| Department, Job title |     |                                                                                                                  |  |
| TEL                   | TEL | <div>Sign or seal here</div>  |  |
| E-mail                |     |                                                                                                                  |  |

## 2 Contact Information

☐ Same as above

|                       |     |     |  |
|-----------------------|-----|-----|--|
| Company Name          |     |     |  |
| Address               |     |     |  |
| Contact Name          |     |     |  |
| Department, Job title |     |     |  |
| TEL / FAX             | TEL | FAX |  |
| E-mail                |     |     |  |

### Notes

- 1) In the 'Applicant Information' please enter the entity to be the Certification Holder; in case of the Electrical Appliance Conformity Assessment or the Consumer Product Safety Act, please enter the notifying supplier.
- 2) If you have already obtained the e-application number, you can waive the signature/seal, only by entering the registration No. on the above applicable column/blank.
- 3) If the Applicant and the Contact Person belong to different entities each other, please provide us with the Power of Attorney in other page.

## 3 Product Information

Note1: Please attach additional sheets for multiple products or if additional space is required.

|                        |  |  |  |
|------------------------|--|--|--|
| Product Name           |  |  |  |
| Model/Type designation |  |  |  |
| Rating                 |  |  |  |

## 4 Test Sample Delivery & Return

Note2: JQA usually destroys components, materials, and repair parts.  
Note3: If using COD shipping, please notify JQA in "6. Shipping Address"

|                                        |                                                     |              |
|----------------------------------------|-----------------------------------------------------|--------------|
| Delivery                               | Return shipping                                     |              |
| Shipped separately (Date: )            | Prepaid shipping                                    | COD shipping |
| Shipped with this application (Date: ) | In person pickup                                    |              |
| No Sample required                     | Request for sample destruction (no return shipping) |              |

## 5 Desired Date of Issue for Certification or Other Deliverable

|                                                                                                                         |        |      |                                                                   |
|-------------------------------------------------------------------------------------------------------------------------|--------|------|-------------------------------------------------------------------|
| Year:                                                                                                                   | Month: | Day: | *The date of issue and/or completion date may be adjusted by JQA. |
| *If applying for multiple certifications (or tests), please enter additional dates of issue in "7. Application Details" |        |      |                                                                   |



For JQA Use: JQA File No.

## 6. Shipping Address List

| < Shipping Address for Test Reports & Certificates >    |                                 |            |
|---------------------------------------------------------|---------------------------------|------------|
| Same as "Applicant Inf."                                | Same as "Contact Person's Inf." | As Follows |
| Company Name                                            |                                 |            |
| Address                                                 |                                 |            |
| Recipient Name                                          |                                 |            |
| Department, Job title                                   |                                 |            |
| Tel                                                     |                                 |            |
| E-mail                                                  |                                 |            |
| < Invoice Addressee (as to be printed on the invoice) > |                                 |            |
| Same as "Applicant Inf."                                | Same as "Contact Person's Inf." | As Follows |
| Company Name                                            |                                 |            |
| Address                                                 |                                 |            |
| Recipient Name                                          |                                 |            |
| Department, Job title                                   |                                 |            |
| Tel                                                     |                                 |            |
| E-mail                                                  |                                 |            |
| < Shipping Address for Invoices >                       |                                 |            |
| Same as "Applicant Inf."                                | Same as "Contact Person's Inf." | As Follows |
| Company Name                                            |                                 |            |
| Address                                                 |                                 |            |
| Recipient Name                                          |                                 |            |
| Department, Job title                                   |                                 |            |
| Tel                                                     |                                 |            |
| E-mail                                                  |                                 |            |
| < Return Shipping Address for Test Samples >            |                                 |            |
| Same as "Applicant Inf."                                | Same as "Contact Person's Inf." | As Follows |
| Company Name                                            |                                 |            |
| Address                                                 |                                 |            |
| Recipient Name                                          |                                 |            |
| Department, Job title                                   |                                 |            |
| Tel                                                     |                                 |            |
| E-mail                                                  |                                 |            |

\*If this list is not provided, or the list is provided as a blank sheet, we will send the document(s) to the person as per 'JQA Application for Testing / Certification Services 2. Contact Information, Contact Name '.



## Technical Advice Service Application

### 7 Application Details

|                                                              |                                                                                                                          |
|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Application type                                             | IEC<br>CSA<br>UL<br>Electrical Appliances and Materials Safety Law<br>Consumer Product Safety Act<br>S-mark<br>Other ( ) |
| Applicable standard(s)                                       | Standard(s): ( )                                                                                                         |
| Location                                                     | JQA Offices<br>Other<br>(Address: )                                                                                      |
| Advice details                                               | Please enter details in the space below.                                                                                 |
| Past report / reference numbers relevant to this application | JQA Reference No.: ( )<br>Report No.: ( )                                                                                |
| Other comments (if any)                                      |                                                                                                                          |

## Terms of Agreement for Applications regarding Testing and Certification Services

Japan Quality Assurance Organization (JQA)  
Product Safety Sector

Please submit applications for JQA Testing and Certification Services only after having understood  
and agreed to the following terms:

### 1. The Application Process

(1) Applications for JQA certification, testing, international certification, etc., shall be submitted to JQA. After verifying the application details, JQA will issue a quotation letter or its equivalent in writing. The fees specified in the quotation letter are approximate calculations based on standard procedures on the basis of previously submitted materials or information.

The estimated completion date provided by JQA commences from the time when the materials and test samples (including the parts attached to the test samples and test jigs, etc., hereinafter referred to as "testing samples") required for the application, evaluation, and examination of the business at hand are completed by the institution that conducts the certification and testing. The estimated completion date is a standard period that would be ordinarily expected and calculated based on conditions that do not include nonconformity judgments or inadequate documentation.

The estimated completion date does not include a period of time required for preparing necessary items such as materials and testing samples, an additional preparation period that occurs when there are inadequacies or shortages in submitted materials, and another period needed for transporting testing samples (including the time required for customs clearance), holidays such as the year-end and New Year holidays (including holidays at the overseas countries where applying for the International Certification as stipulated in Term 2. (2)) and waiting times due to busy periods.

Please note that due to certain circumstances and conditions, it may not be possible to issue Certificates\* by the desired date provided in the application form.

\* In this document, "Certificates" refers to all reports or certificates issued by JQA that may go by differing names depending on their content (e.g. certificate, certificate of conformity, test report, etc.).

(2) If the Applicant accepts the content of the quotation letter, the Applicant shall submit all materials and/or testing samples, if necessary, required for the applied for assessment.

(3) Application materials required for assessment which have been submitted to JQA by the Applicant shall not be returned.

(4) As a general rule, JQA returns testing samples which have been submitted to JQA by the Applicant. Any return shipping costs shall be borne by the Applicant. If the testing samples have been disassembled, the testing samples shall not be reassembled for return shipment. Please contact JQA if you would like testing samples reassembled for return shipment.

(5) JQA uses relevant (or applicable) standards to conduct testing and certification services corresponding to the Applicant's application. Applications may be rejected if JQA cannot accommodate the technical requirements of the assessment applied for. In such cases, applications may be rejected following initial acceptance after a discussion with the Applicant.

### 2. Cancellation of Application

(1) At the discretion of JQA, JQA may refuse to accept or cancel the acceptance of applications in the following cases. For applications cancelled after acceptance, actual costs incurred up to the cancellation date are charged to the Applicant.

- (a) The Applicant violates Term 21. In this case, JQA shall not take any obligation or liability for any damages incurred by the Applicant due to cancellation. In the event that the cancellation results in damage to JQA, the Applicant shall compensate for the damage.
- (b) The Applicant sustains deteriorating assets or credibility, or that is likely to occur.
- (c) The Applicant has failed to submit testing samples deemed necessary by JQA.
- (d) The Applicant has caused a delay or suspension of the progress of the business concerned, as deemed by JQA.

(e) Any other reason an application is deemed inappropriate by JQA.

(2) In the international certification system, etc. (hereinafter collectively referred to as the "International Certification System") managed and operated by national governments, authoritative bodies, and other certification bodies, etc., of Japan and overseas countries (hereinafter collectively referred to as the "Certification Bodies"), the Certification Bodies that perform certification have complete authority related to certification, including the issuance of certificates. Thus, even after receiving an application for international certification based on the International Certification System (hereinafter referred to as the "International Certification.") by our organization, if the Certification Bodies determines that it does not conform to the requirements related to certification or the certification procedure, the application may be rejected. If this occurs, the application to JQA will be cancelled, and the expenses incurred up to the cancellation date will be charged, including the amount charged by the Certification Bodies, and the Applicant will be responsible for any such costs.

### 3. Change of Application Contents

(1) If the Applicant wishes to change the contents of the commissioned request after application, notice must be submitted in writing. In such a case, the fees, the estimated completion date, and other details may have to be changed.

(2) If JQA determines that the progress of the business concerned has been delayed or stalled, and that this has been caused by the Applicant, JQA may undertake a partial change to the application content.

(3) For EMC testing, if the Applicant wishes to change the testing schedule, an additional fee will be charged as follows, depending on the length of the period from the date of the Applicant's request for the schedule change to the 1st date of the reserved testing period.

(EMC testing on products other than automotive on-board units)

If the Applicant's request for the schedule change is made during the period from the 1st working day before the 1st date of the reserved testing period to the 1st date of the reserved testing period----100% of the quoted testing fee\*

If the Applicant's request for the schedule change is made during the period from the 4th working day before the 1st date of the reserved testing period to the 2nd working day before the 1st date of the reserved testing period----50% of the quoted testing fee\*

If the Applicant's request for the schedule change is made during the period from the 7th working days before the 1st date of the reserved testing period to the 5th working day before the 1st date of the reserved testing period----20% of the quoted reserved testing fee\*

(EMC testing on automotive on-board units)

If the Applicant's request for the schedule change is made during the period from the 1st working day before the 1st date of the reserved testing period to the 1st date of the reserved testing period----100% of the quoted testing fee\*

If the Applicant's request for the schedule change is made during the period from the 7th working day before the 1st date of the reserved testing period to the 2nd working day before the 1st date of the reserved testing period----60% of the quoted testing fee\*

If the Applicant's request for the schedule change is made during the period from the 14th working day before the 1st date of the reserved testing period to the 8th working day before the 1st date of the reserved testing period----30% of the quoted testing fee\*

Note: The quoted testing fee\* refers to the total amount quoted by JQA for the relevant service.

#### 4. Change of Evaluation Contents

In the process of conducting certification / testing, it may be necessary to change or add to the evaluation contents. In this case, the fees, the estimated completion date, etc., may be changed.

#### 5. Withdrawal of Application

(1) If the Applicant wishes to withdraw the application, the Applicant must submit a statement to that effect in writing. However, in the case of withdrawal, actual costs incurred up to the date of withdrawal will be charged.

(2) If the Applicant wishes to withdraw the application for a reliability/environmental test (witnessed test) that uses equipment, a cancellation fee will be charged as follows, depending on the length of the period from the date of the Applicant's request for the withdrawal of the Application to the 1st date of the reserved testing period.

If the Applicant's request for the withdrawal of the Application is made during the period from the 1st working day before the 1st date of scheduled start date of the reserved testing period to the 1st date of the reserved testing period----100% of the quoted testing fee\*

If the Applicant's request for the withdrawal of the Application is made during the period from the 4th working day before the 1st date of scheduled start date of the reserved testing period to the 2nd working day before the 1st date of the reserved testing period----50% of the quoted testing fee\*

If the Applicant's request for the withdrawal of the Application is made during the period from the 7th working day before the 1st date of scheduled start date of the reserved testing period to the 5th working day before the 1st date of the reserved testing period----20% of the quoted testing fee\*

Note: The quoted testing fee\* refers to the total amount quoted by JQA for the relevant service.

(3) For EMC testing, a cancellation fee will be charged pursuant to above 3. (3), depending on the length of the period from the date of the withdrawal to the 1st date of the reserved testing period.

#### 6. Contracts

(1) In addition to these Terms of Agreement, the Applicant and JQA may enter into a contractual agreement upon a proposal from JQA.

(2) Regarding applications for certification, the Applicant shall sign a contract which specifies terms of use following certification approval.

#### 7. Entering/Inspection of Business Sites and Manufacturing Plants

(1) When factory inspections or on-site assessments are required, JQA employees or employees from organizations associated with JQA (hereinafter referred to as "JQA or JQA-affiliated employees") shall visit the business location or factory and conduct the required inspection.

(2) If the Applicant subcontracts a part of its manufacturing process, the Applicant shall make necessary arrangements when JQA or JQA-affiliated employees enter the subcontractors' factory to carry out testing and certification services as necessary.

(3) The Applicant shall secure the safety of all areas which JQA or JQA-affiliated employees may enter in the course of factory inspections or on-site assessments and designate any out-of-bounds areas. Excluding injury solely due to negligence of JQA or JQA-affiliated employees, JQA may seek compensation from the Applicant for damages incurred by JQA due to any harm or injury to JQA or JQA-affiliated employees.

Note: For factory inspections or on-site assessments conducted by JQA employees on behalf of another certification body, reparations and related matters regarding factory inspections or on-site assessments shall be determined through discussion between JQA and the relevant certification body.

#### 8. Promotional Activities

(1) The Applicant is not permitted to use labels or make statements in promotional activities that could mislead others into believing that any product other than the one certified by JQA has also been certified.

(2) The Applicant is not permitted to use the Certificates or testing and certification services from JQA in any manner that could damage JQA's reputation or credibility.

(3) Labels, indications and representations (including certification marks) relating to certification are only permitted for use by applicants who have received certification through JQA. If the Applicant wishes for a third party to make a statement regarding certification, please consult JQA beforehand.

(4) If an Applicant is found to be in violation of any of the preceding three paragraphs, the Applicant shall discontinue all corresponding promotional activities. JQA may require the Applicant to conduct modifications, collections, and other relevant activities according to JQA's instruction.

If the Applicant fails to discontinue such promotional activities, JQA may suspend or cancel the Applicant's certification, cancel its test results, or take any other measure deemed appropriate by JQA.

(5) JQA shall hold the copyrights of the Certificates issued by JQA. When the Applicant discloses the Certificates to its clients and others, the Applicant shall disclose all pages of the Certificates.

(6) The Certificates describe the results of the testing and certification services at the time JQA performed testing and certification services and do not warrant that they are valid in the future.

#### 9. Indemnification and Limitation of Liability

- (1) JQA promises to provide the service with appropriate skills and care and is liable only if negligence has been proven.
- (2) In the event that JQA causes damage to the Applicant in the performance of services for which the Applicant has applied under this Agreement and due to reasons attributable to JQA, regardless of the cause of the claim, JQA will only compensate for direct and ordinary damages actually incurred and the upper limit for these damages shall not exceed the amount equivalent to 10 times the total estimated amount JQA has informed in the quotation letter or its equivalent in writing or 25 million Japanese yen, whichever is lower.
- (3) JQA shall not be responsible for indirect or consequential damages including, but not limited to, any lost profits, operating losses, manufacturing losses, lost opportunities, expenses paid or incurred in retrieving products, expenses paid or incurred in mitigating losses, or third-party claims (including product liability claims).
- (4) JQA shall not be liable for any losses or damages caused by any failure to perform or delay in performing, if such losses or damage are caused by reasons beyond JQA's reasonable control, including but not limited to acts of God, war, civil disturbance, acts of government or governmental authorities, compliance with law, import/export restrictions, regulations or orders, strike or labor disputes (whether or not its own employees or those of any other person are involved), the unavailability of labor and materials, machine failures, and fires or accidents. In such cases, JQA may terminate or suspend the contract without any liability, including for losses or damages.
- (5) JQA shall not be liable for any losses or damages incurred by the Applicant due to the passage of the estimated completion date provided by JQA in connection with the performance of the service or the Applicant's desired date of certificate issuance, etc.
- (6) Concerning claims for losses, damages, or other incurred costs, unless a lawsuit is filed within one year after the date of performance of the service by which the claim was made or a claim for non-performance is made within one year from the estimated completion date, JQA assumes no liability.
- (7) Even if JQA receives a document describing the agreement or understanding between the Applicant and a third party, or a third-party document such as a copy of a sales contract, letter of credit, bill of lading, etc., they are considered for information only and do not extend or limit the services JQA provides or the scope of obligations JQA accepts.
- (8) JQA uses relevant (or applicable) standards for the specific version of the subject of evaluation to conduct testing and certification services corresponding to the Applicant's application. JQA does not guarantee, whether expressly stated or implied, the detection of all vulnerabilities inherent in the subject of evaluation, and neither the evaluation nor its results shall guarantee the safety or quality of the subject of evaluation in the future. JQA shall not be responsible for any loss or damage incurred by the Applicant arising out of or in connection with the use of such evaluation or evaluation results.
- (9) In the testing and certification services conducted by JQA, the Applicant must ensure appropriate measures to prevent incidents, accidents, and failures, including redundancy, backup, and fail-safe, etc. depending on the impact of the provision of such services. In the event that the Applicant's testing sample or data held by the Applicant is adversely affected by the testing and certification services conducted by JQA, JQA shall not be responsible therefor unless JQA's negligence is proven.

#### 10. Disclaimer

- (1) In the event that it becomes impossible to fulfill the certification application, testing, or certificate issuance, due to natural disasters or other force majeure, JQA shall not be liable for any damages caused to the Applicant and actual costs incurred up to that point are charged to the Applicant.
- (2) JQA shall not assume responsibility for any damage to testing samples that occurs during transit.
- (3) JQA shall not be liable for the status of the testing samples after the testing and certification services, if the Applicant submitted the testing samples, and if JQA conducted testing and certification services involving disassembly or destruction of the testing samples (including the cases that other products (including accessories and tools associated with other products; the same shall apply hereinafter) which is necessary to operate the testing samples are affected by the disassembly or destruction of the testing samples). JQA shall not bear the costs to reconstruct the disassembled or destructed testing samples and other products.
- (4) JQA assumes no responsibility for any losses or damages caused by the production or shipment of products not officially certified, as well as losses or damages due to the inability to clear customs during import/export.
- (5) If an Applicant wishes to use its own additional testing data, the Applicant shall guarantee to JQA that the Applicant has the legal right to use the testing data. JQA shall not assume responsibility for any costs or damages in connection with any dispute concerning the use of such testing data provided by JQA.

#### 11. Payment

- (1) JQA will issue an invoice for fees related to testing and/or certification services following the completion of such services. The Applicant shall pay the fees within 30 days from the date the invoice is received either by cash or check at JQA or by bank transfer to the bank account printed on the invoice. The Applicant is responsible for payment of any bank transfer or remittance fees, if applicable. The fees thus received by JQA shall not be refundable for any reason whatsoever.
- (2) Prepayment of fees is required for first-time applicants. Testing and certification services will commence after verifying that the payment has been remitted. Prepayment may be required in other cases as JQA deems necessary.

#### 12. Claims and Complaints

The Applicant may appeal if the Applicant has an objection regarding testing and/or certification results and a complaint regarding testing and/or certification services in writing within 45 days from the date of the occurrences of the cause of the appeal. The objection and the complaint will be assessed by JQA and responses will be supplied to the Applicant in writing. However, please note that if the Applicant lodges a complaint concerning a decision made by the Certification Bodies, etc. other than JQA, JQA cannot be involved.

Note: JQA shall not accept complaints (e.g. concerning testing sample restoration costs, etc.) regarding the damaged condition of testing samples, jigs, or other products required for testing after conducting testing that requires intentionally damaging the testing samples (including damage to jigs or other products).

### 13. Non-Conformities

- (1) If, during the testing and certification services, non-conformities to applicable standards are found, JQA shall notify the Applicant. The Applicant is requested to implement all necessary modifications and request re-assessment. If the modifications will not be made, if necessary, the Applicant shall accept the termination of the evaluation. If non-conformities to applicable standards are still present in the modified product or a lengthy duration is required for making modifications, JQA may cancel the original application. In such cases, actual costs incurred for testing and/or certification services up to the cancellation date shall be charged to the Applicant.
- (2) When conducting a re-assessment on the modified product, the fees, the estimated completion date, etc. may be subject to change. Also, in case the testing and certification services are suspended for 2 months or longer due to Applicant's action(s) to address non-conformities to applicable standards, the additional administrative fee shall be charged to the Applicant.
- (3) After certification is issued, if any non-conformity to an applicable standard is discovered for a product, the costs for any product or factory renovations, reconstructions, and repairs in relation to that product's non-conformity shall be borne by the Applicant.

### 14. Confidentiality

- (1) All information pertaining to the Applicant obtained by JQA in the course of conducting the testing or certification services (hereinafter referred to as the "Confidential Information") shall be regarded as strictly confidential, and shall not be disclosed to any third-parties; provided, however, that information falling under any of the following items shall not be included in the Confidential Information.
  - (a) Information whose disclosure has been approved by the Applicant.
  - (b) Information known to JQA at the time of disclosure by the Applicant.
  - (c) Information that is already publicly available at the time of disclosure by the Applicant.
  - (d) Information that becomes publicly available for a reason not attributable to JQA after the disclosure of such information.
  - (e) Information obtained from a third party with legitimate rights, without being imposed any confidential obligation.
  - (f) Information developed by JQA independently of Confidential Information.
- (2) However, such information may be disclosed to a third-party for the following exceptions:
  - (a) When JQA is being audited by a third-party auditor and the auditor will use the application (or other documents) as reference materials.
  - (b) By a government office's order or request, or when JQA is legally obligated to disclose the information.
  - (c) Information obtained by JQA may be disclosed to international certification bodies or business associates that have contractual agreements with JQA (including disclosures to testing laboratory and application agents. Hereinafter collectively referred to as the "International Certification Bodies".) as required in order to conduct JQA services related to the application. Information disclosed to such International Certification Bodies will be handled as specified by the relevant International Certification Bodies.
- (3) The provisions of this paragraph shall be in effect for five(5) years after completion of the testing and certification services as well as the completion or cancellation of individual contracts.

### 15. Personal Information

The use of personal information is limited to contact, processing, and other procedures necessary to complete the applied-for testing or certification services. It may additionally be used for introducing JQA services and for offering market research and information services.

### 16. Applications for Conformity Assessment under the Electrical Appliances and Materials Safety

#### (DENAN) Law and/or the Consumer Product Safety Law

- (1) When the Applicant applies for conformity assessment under the DENAN Law and/or the Consumer Product Safety Law, JQA shall assess whether or not the factory's testing facilities or products received from the Applicant conform to the applicable standards and shall issue the Certificates of conformity assessment for the corresponding type classifications.
- (2) The "notifying supplier" (manufacturer or importer) shall complete the application for conformity assessment.
- (3) Pursuant to both laws, the notifying supplier bears all responsibility for compliance to applicable standards of products imported or manufactured for corresponding type classifications.
- (4) The Certificates of conformity assessment is valid only for the type classification indicated on it. The PSE mark or PSC mark along with JQA's name shall not be displayed on any products which do not correspond to the type classification on the Certificates of conformity assessment.

### 17. Custom Testing

- (1) Regarding applications for custom testing, JQA shall issue the Certificates and conduct testing under JQA's own management according to the testing methods, testing conditions, and applicable standards indicated by the Applicant.
- (2) Only results of tests performed on the submitted testing samples are printed on the Certificates for custom testing, and they are not applicable to each identical product on the market.
- (3) The contents of the Certificates for custom testing shall not be used as marketing materials for consumers. Prior approval from JQA is required for public release of the testing data or results and for reprinting or copying any part of the Certificates.

### 18. Cybersecurity-related services

- (1) When the Applicant applies for the testing and certification services related to cybersecurity-related services (hereinafter referred to as the "Service"), JQA shall, based on the standards or criteria that the Applicant wishes to have applied, evaluate whether the subject of evaluation conforms to such standards or criteria and shall issue the Certificates. The Service does not guarantee the reduction or elimination of all cybersecurity risks, either at the time of evaluation or in the future.
- (2) The Service consists of an evaluation of known vulnerabilities at the time of evaluation and does not cover vulnerabilities discovered after the time of evaluation.
- (3) The Service does not detect vulnerabilities in an environment different from the evaluation environment.
- (4) JQA shall not be liable for any accidents, incidents, etc. that occur in the subject of evaluation after the expiration of the validity period of the Certificate, regardless of whether they are related to the evaluation.
- (5) JQA will retain the list of known vulnerabilities or the judgment criteria and materials describing the evaluation environment at the time of evaluation for 10 years from the date of the issuance of the Certificate.
- (6) The tools and methods used in the evaluation will basically consist of inquiry about the subject of evaluation, observation, review of related documents and settings, and reperformance. In addition, if there are any additional requirements, JQA will, if necessary, indicate the tools and methods to be used for the evaluation, prior to the submission of the application.

19. Judging the suitability of Test Results and Reporting (Conformity Declaration)

(1) The rules for judging the suitability of test results under each laboratory's accreditation system, such as BSMI, CB, CNAS, JNLA, TAF, and VLAC, are as follows:

1) When judging the suitability of test results and reporting to the Applicant (declaring conformity), the judgment is based on measured values, unless there is a requirement to consider uncertainty according to the applicable standard. Even if there is a requirement to consider uncertainty according to the applicable standard, the judgment is made based on the measured value in the following cases, (a) and (b). In the case of (a), JQA will notify the Applicant accordingly.

a) When it is obvious that the judgment with added uncertainty is not appropriate

b) If the Applicant does not want to make a judgment with added uncertainty

2) If the Applicant would like to make a judgment with added uncertainty to the measured value, it must be ordered at the time of quote or application. Even if the Applicant wishes to make a judgment with added uncertainty to the measured value, in any of the following (a) to (c), the judgment will be made based on the measured value. In the case of (c), JQA will notify the Applicant accordingly.

a) In the case of qualitative tests

b) In the case of testing by a method specified by the Applicant other than international or domestic standards

c) When it is obvious that the judgment with added uncertainty is not appropriate

(2) Fees, estimated completion dates, etc. may differ between judgments based on measured values and judgments with added uncertainty.

20. Applications under International Certification System

(1) JQA as the agency will perform an application based by following various procedures up to the acquisition of a certification(s) under the International Certification System. The International Certification System features certifications that are managed and implemented by the Certification Bodies of the country in question by establishing and managing certification procedures and standards. Please understand that the decision of the Certification Bodies including the certification content, may not always match the Applicant's intentions or wishes.

(2) The application agency work for the Applicant shall be completed when the Certificates are issued by the Certification Bodies.

(3) The Certificates issued by the Certification Bodies shall be issued based on the documents required for application submission by the Applicant. In addition, in some International Certification System, the Applicant may be required to confirm drafts before issuing the Certificates. Regardless of whether a draft has been confirmed, or whether it is before or after the issuance of the Certificates, if corrections are necessary due to the following reasons, the fees and the estimated completion dates may change. JQA assumes no responsibility for this.

(a) When there are errors such as clerical errors in the application documents provided by the Applicant.

(b) When the draft has not been properly confirmed by the Applicant.

(c) When there is a change or addition from the content given at the time of application by the Applicant.

(4) In the undertaking of certification, in addition to the costs charged by JQA, there may be a separate charge for the Applicant from the Certification Bodies in the relevant country. In this case, please proceed a payment according to the invoice issued by the Certification Bodies.

(5) Regarding the handling of the Certificates, the rules of the organization that issues them shall apply.

(6) At the discretion of JQA, JQA may outsource part or all of our business to partner institutions.

(7) JQA shall not be liable for any damages caused to the Applicant by the actions or omissions of the Certification Bodies or affiliated organizations.

(8) Certifications under the International Certification System does not guarantee that the product conforms to all regulations of the state, city, local government, or other regulatory authority in that country. JQA shall not be liable for any modifications or collections required by such authorities if it is found not to comply with the regulations of said authorities.

21. Elimination of Anti-Social Forces

(1) The Applicant represents and guarantees that neither the Applicant itself nor its officers is or will be an organized crime group, a member of an organized crime group, an associate member of an organized crime group, a company related to an organized crime group, a corporate extortionist and the like, or any other person or organizations equivalent to thereto (hereinafter collectively referred to as "Antisocial Forces"), and does not and will not have any:

(a) Relationship in which its management is deemed to be controlled by Antisocial Forces;

(b) Relationship in which its management is deemed to be substantially involved with Antisocial Forces;

(c) Relationship in which it is deemed to be wrongfully making use of Antisocial Forces, including making use of Antisocial Forces for the purpose of obtaining a wrongful benefit for the Applicant itself or a third party or causing damage to a third party;

(d) Relationship in which it is deemed to be involved with Antisocial Forces by providing funds or any other benefit, etc. thereto; or

(e) Socially reprehensible relationship with Antisocial Forces.

(2) The Applicant represents and warrants that the Applicant shall not, using the Applicant itself or any third party:

(a) make any demand with the nature of violence;

(b) make any demand unduly beyond the responsibility set forth by laws;

(c) use of intimidating words or actions in relation to transactions;

(d) damage the credit or obstruct the business of JQA by spreading false rumors, making use of fraudulent means or force; or

(e) take any other equivalent actions to the above.

22. Prohibition of Assignment of Rights and Obligations

The Applicant shall not assign or allow a third party to assign or inherit its status under this Agreement or any rights or obligations under this Agreement in whole or in part without the prior written consent of JQA.

23. Jurisdiction of Agreement.

In the event of any disputes arising out of this Agreement, the Tokyo Summary Court or the Tokyo District Court shall have the exclusive jurisdiction pursuant to the value of the subject matter of litigation respectively, and the governing law shall be Japanese laws.

24. Miscellaneous

Any questions that arise, or matters not provided for above, shall be dealt with by discussion between JQA and the Applicant.

Note: The English version of this Agreement is a translation and the Japanese version is original. If there is any discrepancy between the Japanese and English interpretations, the Japanese version will prevail.