

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 test samples, an additional preparation period that occurs when there are inadequacies or shortages in submitted materials, and another period needed for transporting test samples (including the time required for customs clearance), holidays such as the year-end and New Year holidays (including national holidays at the country where applying for international certification) 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 an 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 20. 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 managed and operated by national governments, authoritative bodies, and other certification bodies (hereinafter referred to as "certification bodies, etc."), the certification bodies, etc. that perform certification have complete authority related to certification, including the issuance of certificates. Thus, even after receiving an application for international certification by our organization, if the certification body, etc. 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 body, 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 their 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) 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 the Applicant or JQA.

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

(3) Should the contents of a contract corresponding to any of the preceding two paragraphs differ from these Terms of Agreement, the corresponding contract supersedes these terms.

7. Entering/Inspection of Business Sites and Manufacturing Plants

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. In these cases, 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 certificates or certification and testing 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. 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.

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 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 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 less.

(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.

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 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.

(4) 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.

(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

(1) The Applicant may file an objection regarding testing and/or certification results and a complaint regarding testing and/or certification services in writing to JQA. 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 certification body, 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 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 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

All information pertaining to the Applicant obtained by JQA in the course of conducting the testing or certification services shall be regarded as strictly confidential and shall not be disclosed to any third-parties. 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) When information related to the Applicant's business enters the public domain after the application is received. 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) 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 body.

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) If 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 certificate 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 certificate 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 certificate of conformity assessment.

17. Custom Testing

(1) Regarding applications for custom testing, JQA shall issue 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 Certificates for custom testing, and they are not applicable to each identical product on the market.

(3) The contents of 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 Certificates.

18. 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 A2LA, 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.

19. Applications under International Certification Schemes

- (1) JQA as the agency will perform an application based by following various procedures up to the acquisition of a certification(s) under an international certification system. The international certification system features certifications that are managed and implemented by the certification body, etc. of the country in question by establishing and managing certification procedures and standards. Please understand that the decision of the certification body, etc., 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 body, etc.
- (3) Certificates issued by certification bodies, etc. shall be issued based on the documents required for application submission by the Applicant. In addition, in some international certification systems, the Applicant may be required to confirm drafts before issuing Certificates. Regardless of whether a draft has been confirmed, or whether it is before or after the issuance of 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 a certification body, etc. in the relevant country. In this

- case, please proceed a payment according to the invoice issued by the certification body, etc.
- (5) Regarding the handling of 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 body, etc. or affiliated organizations.
 - (8) Certifications under an International Certification Scheme 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.

20. 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.

21. 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.

22. 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.