



PRODUCT CERTIFICATION REQUIREMENTS

QUALITY SYSTEM

1. GENERAL

- 1.1 This document defines the responsibilities and obligations of the Licensee with regard to the requirements for the management of the quality system supervision, inspection, testing and record keeping during the process of manufacture in order to ensure maintenance of the quality control and compliance of product against the Specified Standard and procedures including relevant regulatory provisions.
- 1.2 This document shall be read together with the Product Certification Agreement and applicable Certification Report.
- 1.3 During the period of the Agreement, the Licensee shall not vary any of the approved design and other conditions under which the Certification was issued unless a written notice is given by Licensee and a written approval is obtained from Conformity Assessment Division, SIRIM Berhad.

1.4 DEFINITIONS

- 1.4.1 **BATCH.** A portion of the total production, manufactured under uniform conditions, of such size that the finished product can be identified with particular raw material and/or components or processes used in its manufacture and that it can be segregated if required.
- 1.4.2 **MANAGEMENT REPRESENTATIVE.** Person responsible for the quality function of the organization, as referred to in Clause 2.1 below.
- 1.4.3 **STATUTORY REQUIREMENTS.** The licensee shall be responsible to ensure that all the statutory and regulatory requirements and/or by-laws currently in force are complied with.
- 1.4.4 **PRODUCT DESCRIPTION** may include whole or one of the following documents:
 - a) product design drawing,
 - b) product specification
 - c) product formulation
 - d) component or part list.
 - e) method statement
- 1.4.5 **CERTIFICATION PANEL** is a panel whose responsibilities include reviewing and approving of reports for the purpose of granting, suspending and terminating of certification

- 1.4.6 **CERTIFICATION REPORT** refers to a document issued by Conformity Assessment Division, SIRIM Berhad describing the certified product(s), recording, investigation findings and stipulating specified product certification requirements.

1.5 LICENSEE'S MANAGEMENT COMMITMENT

- 1.5.1 The management shall demonstrate its commitment to the development and implementation of the quality control system and its effectiveness by;
- a) communicating to the personnel the importance of compliance with standard, statutory and regulatory requirements,
 - b) maintaining integrity of the quality control system,
 - c) defining and communicating the responsibilities and authorities to relevant personnel.
 - d) ensuring the availability of resources.
- 1.5.2 Where Licensee chooses to outsource any production and/or inspection process that affects product conformity with standard requirements, the Licensee shall ensure control over such processes. Control of such outsourced processes shall be defined within the quality control system.
- 1.5.3 The Licensee shall not use its product certification in such a manner as to bring Conformity Assessment Division, SIRIM Berhad into disrepute and shall not make any statement regarding its product certification that Conformity Assessment Division, SIRIM Berhad may consider misleading or unauthorized.

2. PRODUCTION SITE

2.1 MANAGEMENT REPRESENTATIVE:

The Licensee shall appoint a member of management who, irrespective of other responsibilities, shall have responsibility and authority to ensure the quality control system including the premise where product is produced, are implemented and maintained consistent with the Certification Report.

The Licensee shall also appoint other member of management who shall have similar responsibility and authority in the absence of the Management Representative. Any changes to the above-said appointee shall be notified to Conformity Assessment Division, SIRIM Berhad.

2.2 PROVISION FOR PRODUCTION

- 2.2.1 The Management Representative shall have a copy of the approved quality control plan including where applicable product description.
- 2.2.2 The Licensee shall plan and carry out production process under controlled conditions which shall include:-
- a) availability of information that describes the product characteristics,
 - b) availability of procedures, process flow chart, design drawing, specification, formulation and/or work instructions, as necessary,
 - c) availability and maintenance of suitable production equipment and testing equipment.
 - d) compliance with Specified standard, relevant procedures and regulations, and Certification Report,
 - e) monitoring and control of suitable production process parameters and product characteristic.
- 2.2.3 The Licensee shall ensure product traceability by identifying the individual product or batches using suitable means from receipt and, during all stage of production and delivery.
- 2.2.4 Records of production process parameters, changes and product traceability shall be established and maintained (Refer Clause 3.7).

3. QUALITY CONTROL

3.1 RAW MATERIALS AND/OR COMPONENTS:

- 3.1.1 The licensee shall establish and implement a process to ensure the quality of purchased product by utilizing one or more of the following methods:
- a) receipt of, and evaluation of, statistical data by the organization;
 - b) receiving inspection and/or testing such as sampling based on performance.
 - c) second or third-party assessments or audits of supplier sites, when coupled with records of acceptable delivered product quality;
 - d) evaluation by a designated laboratory;
 - e) another method agreed with the Conformity Assessment Division, SIRIM Berhad

- 3.1.2 Any changes to purchased product such as part or material shall be verified and approved prior implementation. The verification shall include evaluation of the effect of the changes on constituent purchased product and product already delivered.
- 3.1.3 Records of the quality of purchased products shall be established and maintained. (Refer Clause 3.7)

3.2 IN-PROCESS & FINAL INSPECTION AND TESTING:

The Licensee shall undertake, at his own expense, in-process and final testing detailed in the Certification Report.

- 3.2.1 The Licensee shall inspect and/or test the characteristics of the product to verify that product requirements have been met at appropriate stages of the production process in accordance with the Certification Report.
- 3.2.2 Tests which cannot be carried out by the Licensee shall be undertaken by external laboratories acceptable to Conformity Assessment Division, SIRIM Berhad.
- 3.2.3 Product release shall not proceed until all the requirements in the Certification Report have been satisfactorily complied with, unless otherwise approved by a relevant authority, and where applicable, by the customer.
- 3.2.4 The Licensee shall identify the need for statistical techniques required for controlling and verifying process capability and product characteristics.
- 3.2.5 Records which indicate the conformity of product and its production process against acceptance criteria and the person authorizing release of product shall be established and maintained. (Refer Clause 3.7)

3.3 TEST EQUIPMENT

- 3.3.1 Inspection, measuring and test equipment shall be
 - a) available and suitable for inspection, measuring and testing.
 - b) calibrated or verified or both at specified intervals, or prior to use, against measurement standards traceable to international or national measurement standards; where no such standards exist, the basis used for calibration or verification shall be recorded;

- c) adjusted or re-adjusted as necessary;
- d) identified to enable the calibration status to be determined;
- e) safeguarded from adjustments that would invalidate the measurement result;
- f) protected from damage and deterioration during handling, maintenance and storage

3.3.2 Records of the calibration and verification shall be maintained. (Refer Clause 3.7)

3.4 CONTROL OF NON CONFORMING PRODUCT: Products which fail to meet requirements shall not bear the Certification Mark

3.4.1 The Licensee shall establish and implement control of nonconforming product by one or more of the following ways:

- a) Repaired and/or reworked to meet specified requirements
- b) Rejected or scrapped
- c) Returned to suppliers
- d) Accepted under concession by a relevant authority

3.4.2 Repaired and/or reworked nonconforming product shall be subjected to re-verification to demonstrate conformity to the product requirements.

3.4.3 Nonconforming product, including the affected batches shall be segregated and identified to avoid unintended use or delivery.

3.4.4 The licensee shall take remedial action when nonconforming product is detected after delivery or use has started, appropriate to the effects, or potential effects, of the nonconformity.

3.4.5 Records of handling of nonconforming products shall be established and maintained. (Refer Clause 3.7)

3.5 PRODUCT PRESERVATION

3.5.1 The Licensee shall preserve the product during receipt, internal processing and delivery to the intended destination. This preservation shall include identification, handling, packaging, storage and protection. Preservation shall also apply to purchase product such as parts and/or material.

3.5.2 Records of product preservation shall be established and maintained (Refer Clause 3.7)

3.6 CORRECTIVE AND PREVENTIVE ACTIONS:

- 3.6.1 The Licensee shall take corrective action to eliminate the cause of nonconformities including customer complaints in order to prevent recurrence. Corrective actions shall be appropriate to the effects of the nonconformities encountered.
- 3.6.2 Corrective actions shall include the following steps:
- a) Investigate the cause of nonconformities
 - b) Determine the corrective action to eliminate the cause of nonconformities
 - c) Application of control to ensure that corrective action is effective.
- 3.6.3 Preventive action shall be taken to eliminate the causes of potential nonconformities in order to prevent their occurrence appropriate to the effects of the potential problems.
- 3.6.4 Preventive actions shall include the following steps:
- a) Investigate the cause of potential nonconformities
 - b) Determine the steps needed to eliminate the cause of potential nonconformities
 - c) Application of control to ensure that preventive action is effective
- 3.6.5 Records of complaints received, investigation and corrective action and/or preventive action taken shall be established and maintained. (Refer Clause 3.7)

3.7 RECORDS:

The Licensee shall establish and maintain records to provide evidence of conformity to requirements and of the effective operation of the quality control system. Records shall be legible, identifiable, stored, protected, and readily retrievable and retained for a minimum of three years or a period of time consistent with product warranty.

4. CHANGES IN STANDARDS AND CERTIFICATION REQUIREMENTS

- 4.1 Conformity Assessment Division, SIRIM Berhad shall notify the Licensee of any changes in the Standard(s) and Certification Requirements, and shall give reasonable time to adjust the process and related procedures, where necessary.
- 4.2 In the event of changes in the Standard(s) and Certification Requirements which, in the opinion of Conformity Assessment Division, SIRIM Berhad, warrant tests in addition to or different from, those already detailed in the Certification Report, the Licensee will be notified of the additional testing and assessment requirements. Work performed by Conformity Assessment Division, SIRIM Berhad to determine compliance to these requirements will be at the Licensee's expense.

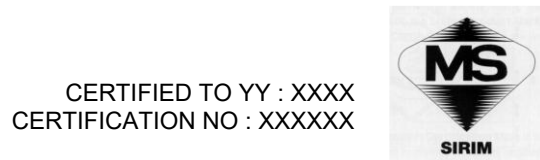
5. TERMS OF USAGE AND GUIDELINES FOR SIRIM CERTIFICATION MARKS

5.1 On the product

- a) All SIRIM certification marks are the sole property of SIRIM Berhad (SIRIM) and it shall be used according to these guidelines **ONLY**.
- b) There is no minimum size requirement for the mark, but it must be legible and readily identifiable. The size of the Certification Mark may be reduced or enlarged proportionately as required
- c) The mark should be produced in black on a light background, or in reverse on a dark background. The Certification Mark may be printed in any color provided it is in one solid color
- d) The Licensee shall apply the Certification Mark **ONLY** to products that are :
 - i- specifically listed on the license;
 - ii- complied to the Specified Standard and procedures including relevant regulatory provisions, and;
 - iii- fulfilled the markings requirement as stipulated in the approved certification report.
- e) The Certification Mark shall be used in full and shall comprise the following :
 - i- the SIRIM Mark
 - ii- the word "SIRIM"
 - iii- the standard number
 - iv- the license number
- f) Deviations to the marking requirements for Product Certification Marks have been approved by the Certification Panel. As an illustration, the deviations to the MS Mark are as follows:

(A)**Case 1 :**

CERTIFIED TO YY : XXXX
CERTIFICATION NO : XXXXXX



CERTIFIED TO YY : XXXX
CERTIFICATION NO : XXXXXX

Case 2 :

CERT.TO YY : XXXX
CERT.NO : XXXXXX

Case 3 :

YY : XXXX
XXXXXX

Case 4 :**Case 5 :****Case 6 :****(B)**

Mark without the certification number, provided that the batch code is present to trace product back to source

(C)



Product from 2 sources but mixed together. Both certification numbers

- g) Any other proposed deviations shall be approved by the Certification Panel prior to use.
- h) The Certification Mark shall be directly applied to each product except where the physical characteristics of the products do not permit, in which the case, the Certification Mark may be applied to the smallest packaging unit or warranty card.
- i) The Certification Mark shall be applied in such manner that is NOT transferable from one product to another.
- j) The usage of the Certification Mark on the products may not be used to imply a relationship such as partnership with Conformity Assessment Division, SIRIM Berhad.
- k) The Licensee shall not reference the intent to submit a product for certification or the expectation that the product may be certified in the future. For example, a Licensee shall not state "Approval by Conformity Assessment Division, SIRIM Berhad is pending" or "Approval by Conformity Assessment Division, SIRIM Berhad applied for".
- l) SIRIM certification marks shall not be preceded or followed by a qualifier that indicates a degree of certification or acceptability. For example, "exceeds" "first" or "only" shall not be used to qualify any SIRIM Certification Mark.
- m) Only original artwork of the Certification Mark proposed to Conformity Assessment Division, SIRIM Berhad shall be used. The certification marks shall not be altered in any way other than to resize the artwork proportionately. Unacceptable uses of the Certification Mark include, but are not limited to, adding/deleting wording or artwork, reducing the artwork to an illegible size, or distortion.

5.2 On promotional material

- a) Certification marks shall be used **ONLY** on advertising material, article, catalogs, manuals, booklets, mill certificate, signage and news releases. Use of SIRIM certification marks on such promotional material is not a substitute for use of the complete SIRIM Certification Mark on Conformity Assessment Division, SIRIM Berhad certified products and/or product packaging.
- b) No SIRIM certification mark or aspect thereof shall be incorporated as part of business name, business stationery, Internet domain name, or brand name/trademark for products/product lines. This includes both designs aspects and words aspects.
- c) If the Licensee choose to use the Certification Mark in the promotional material, it shall be in accordance with clause 5.1 item (e).
- d) If the Licensee choose to use only wordings in the advertising material to describe the product being certified by Conformity Assessment Division, SIRIM Berhad , the Licensee shall use the following words
“SIRIM QAS CERTIFIED TO (standard no.)” and followed by **“CERT.NO”**

5.3 Effect on Misuse of the Certification Marks.

- a) Any act such as addition and/or omission by Licensee with or without intention that has breach the term and guidelines provided herein shall be considered as an act of misuse the certification mark.
- b) Conformity Assessment Division, SIRIM Berhad shall have the right to make an investigation including providing support to enforcement body to raid the premises related to the product without giving notice to the Licensee once Conformity Assessment Division, SIRIM Berhad received such complaint.
- c) Conformity Assessment Division, SIRIM Berhad shall have the right to terminate the License and the agreement with the Licensee if it is shown there are evidences of misuse of the certification mark.
- d) Conformity Assessment Division, SIRIM Berhad shall have the right to claim from the Licensee for any lost and cost incurred that Conformity Assessment Division, SIRIM Berhad has to suffer as a result of the misuse including legal proceedings and public notification cost.
- e) Conformity Assessment Division, SIRIM Berhad shall have the right to make a claim through court jurisdiction if the remedy provided by arbitration is not sufficient to cover the loss and cost suffered by Conformity Assessment Division, SIRIM Berhad due to the misuse.

- f) The Licensee shall inform the public through media that they had misused the certification mark and to recall the product.

6. TERMS OF USAGE AND GUIDELINES OF SIRIM'S LABEL

6.1 On the product

- a) The labels shall be for product manufactured or imported by the Licensee only.
- b) The labels are for product which the Licensee has obtained approval from the relevant regulatory bodies.
- c) The labels shall not be sold, given, lent or in any way transferred to any third party.
- d) The labels shall be affixed on the Certified Product under the corresponding approved consignment.
- e) The label's serial numbers shall be recorded in the prescribed form determined by Conformity Assessment Division, SIRIM Berhad which include file number, brand and model.
- f) The Licensee shall during self collection ensure the quantities of the labels are as per acceptance and in good quality upon receiving the labels before acknowledging the acceptance. If the collection of the labels is through courier services, the Licensee shall fax the acceptance document to Conformity Assessment Division, SIRIM Berhad immediately upon confirmation of the quantity and quality of the labels.
- g) After the said acceptance, Conformity Assessment Division, SIRIM Berhad shall not be responsible for damaged or missing labels.
- h) The Licensee shall ensure that the label is securely kept at the Licensee's premises.
- i) The Licensee shall lodge a police report and inform Conformity Assessment Division, SIRIM Berhad immediately if the Labels are lost or stolen.
- j) The Licensee shall be fully responsible in the event any label found to be affixed to any product other than specified in the prescribed form unless the prior written approval is first obtained from Conformity Assessment Division, SIRIM Berhad.
- k) The Licensee shall inform Conformity Assessment Division, SIRIM Berhad immediately if the Licensee is aware that any imitation labels are found affixed to any of the products.
- l) The Licensee shall allow Conformity Assessment Division, SIRIM Berhad to witness the affixing of the label if so required by Conformity Assessment Division, SIRIM Berhad.

6.2 On promotional material

The Licensee shall **NOT** in any ways reproduce, reprint, copy or do similar acts consider the same, of the labels accepted from Conformity Assessment Division, SIRIM Berhad for the purpose of promotional or advertising UNLESS with the approval from Conformity Assessment Division, SIRIM Berhad.

6.3 Effect on Misuse of the SIRIM Label.

- a) Any act such as addition and/or omission by Licensee with or without intention that breach the term and guidelines provided herein shall be considered as an act of misuse of the labels.
- b) Conformity Assessment Division, SIRIM Berhad shall have the right to make an investigation including providing support to the enforcement body to raid the premises related to the product without giving notice to the Licensee once Conformity Assessment Division, SIRIM Berhad received such complaint.
- c) Conformity Assessment Division, SIRIM Berhad shall have the right to terminate the License and the agreement with the Licensee if it is shown there are evidences of misuse of the labels.
- d) Conformity Assessment Division, SIRIM Berhad shall have the right to claim from the Licensee for any lost and cost incurred that Conformity Assessment Division, SIRIM Berhad has to suffer as a result of the misuse including legal proceedings and public notification cost.
- e) Conformity Assessment Division, SIRIM Berhad shall have the right to make a claim through court jurisdiction if the remedy provided by arbitration is not sufficient to cover the loss and cost suffered by Conformity Assessment Division, SIRIM Berhad due to the misuse.
- f) The Licensee shall inform the public through media that they had misused the label and to recall the product.

7. TERM OF USAGE OF CONFORMITY ASSESSMENT DIVISION, SIRIM BERHAD CORPORATE LOGO

- a) The use of Conformity Assessment Division, SIRIM Berhad's corporate logo, trademarks or any intellectual property under any circumstances without prior written approval of the Managing Director of Conformity Assessment Division, SIRIM Berhad is strictly prohibited.