

These specific requirements are complementary to the sales agreement between Luxcontrol SA and the customer for the provision of initial and re-assessment of the customer quality management system and to Luxcontrol SA general terms.

## **AUTHORITY AND OBLIGATIONS OF SNCH, AS TYPE APPROVAL AUTHORITY:**

- SNCH has the authority for granting, suspending, withdrawing, or reducing the scope of clearance.
- SNCH decides about clearance validity.
- SNCH shall suspend clearance in cases when, for example the customer failed to fulfil applicable obligations, the customer does not allow surveillance or re-clearance assessments, the customer has voluntarily requested a suspension.
- SNCH shall specify the subsequent actions to Luxcontrol SA who will communicate with the customer and ensure actions are put into place in a time established by SNCH.
- SNCH shall restore the suspended clearance if the issue that has resulted in the suspension has been resolved. Otherwise SNCH will decide in withdrawal or reduction of the scope of the clearance.

## **OBLIGATIONS OF LUXCONTROL SA, AS AUTOMOTIVE TYPE-APPROVAL TECHNICAL SERVICE:**

- Luxcontrol SA performs activities for which the technical service is designated independently and with the utmost professional care: Luxcontrol SA's decisions are based on sufficient objective evidence of conformity (or non-conformity) obtained during the assessment and that Luxcontrol SA's decisions are not influenced by other interests or by other parties.  
Note 1: Luxcontrol SA provides a detailed flowchart of the initial and continuing clearance process in Annex A.  
Note 2: Luxcontrol SA takes action to respond to any threats to its impartiality arising from the actions of other persons, bodies or organizations. Luxcontrol SA and its personnel, either internal or external, do not allow commercial, financial or other pressure to compromise impartiality. Especially, any situation with a potential conflict of interest is forbidden.  
Note 3: Luxcontrol SA and its personnel do not assess a customer for which they provided internal audits or consultancy in the last two years before the assessment starts, and they do not state that assessment would be simpler, easier, faster or less expensive if a specified consultancy organization were used.  
Note 4: An audit is based on sampling within the customer's management system and is therefore not a guarantee of 100% conformity with requirements.
- Luxcontrol SA recognizes SNCH rules and fulfil their requirements, in particular a proof of compliance with the standard EN ISO/IEC 17021-1 and the approval relevant requirements.
- Luxcontrol SA will give the customer due notice of any changes to its requirements for assessment and will verify that customers comply with the new requirements.
- Luxcontrol SA is responsible for the content of the audit report and for drawing clear assessment conclusions, that will allow SNCH to take any decision relating to clearance i.e., SNCH has authority for the granting, refusing, maintaining of clearance, expanding or reducing the scope of clearance, renewing, suspending or restoring following suspension, or withdrawing of clearance.
- Luxcontrol SA provides a copy of its assessment report to the customer.
- Luxcontrol SA does not disclose any confidential information, unless required by law or authorized by contractual arrangements such as with the accreditation body and type approval authority and in this case, the customer shall, unless prohibited by law, be notified of the information provided.
- Luxcontrol SA maintains competence on an ongoing basis, use only competent personnel

- with appropriate training as well as sufficient experience.
- Luxcontrol SA regularly evaluates the quality of its assessments via monitoring measures carried out (self-check), informs the customer of the presence and role of internal or 3<sup>rd</sup> party auditors who will conduct audits of Luxcontrol SA's quality management system and of Luxcontrol assessors' activities and capabilities.
- Luxcontrol SA provides openness i.e., access to, or disclosure of, appropriate non-confidential information about its assessment process to automotive type approval and market surveillance authorities.
- Luxcontrol SA investigate complaints/appeals and they are resolved in a timely manner. Submission, investigation and decision on complaints/appeals shall not result in any discriminatory actions against the complainant/appellant.
- Luxcontrol SA may appoint external auditors for CoP audit activity if they comply with the internal qualification requirements and are listed as qualified auditor in the relevant matrix.
- Luxcontrol SA shall provide the name of and, when requested, make available background information on each member of the assessment team, 10 days before the audit starts, to allow the customer to object to the appointment of any audit team member, e.g., in case of conflict of interest. If the customer's objection is valid, Luxcontrol SA will reconstitute the team.

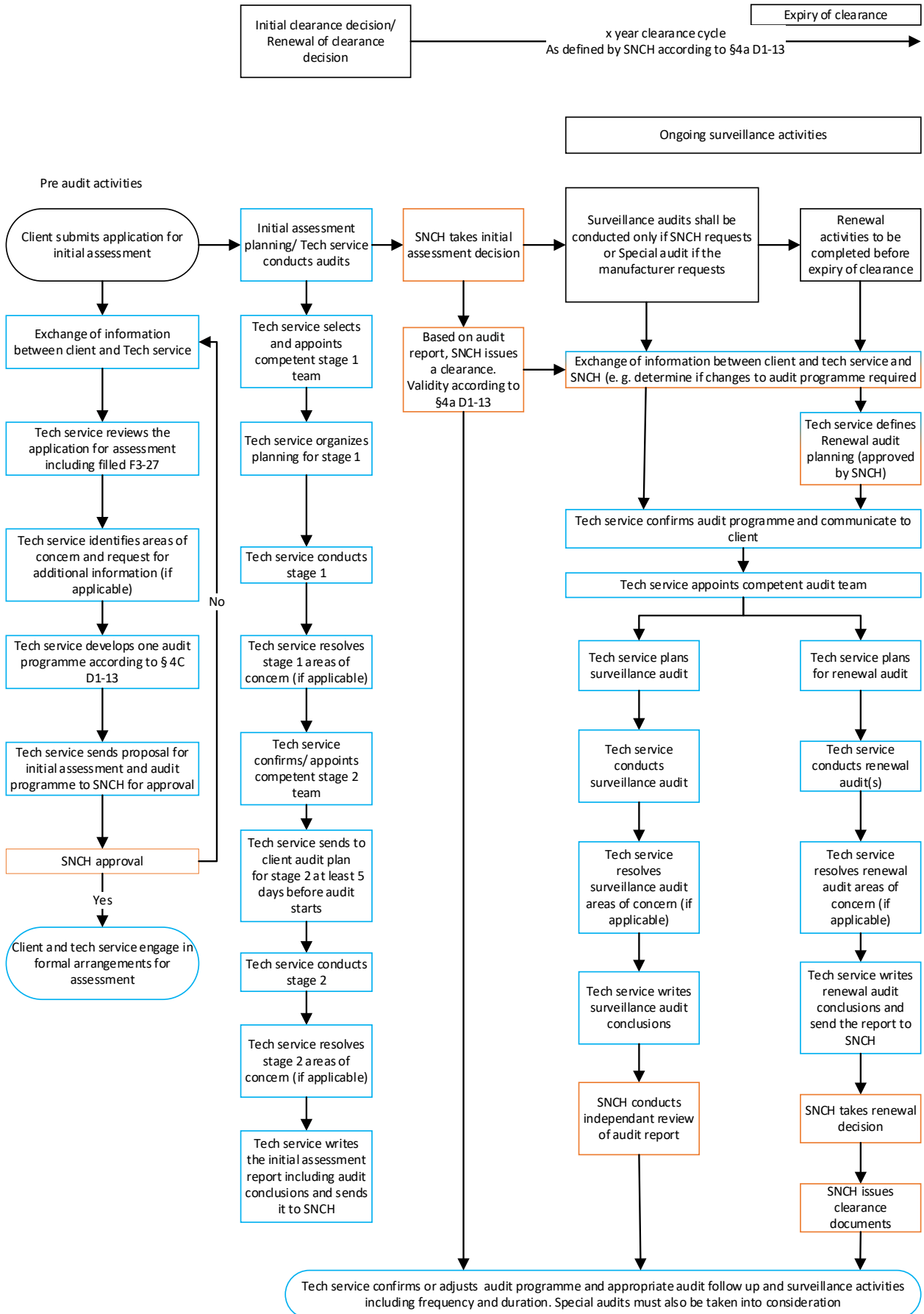
#### **OBLIGATIONS OF CUSTOMER, AS APPROVAL HOLDER:**

- The customer, and neither Luxcontrol SA nor SNCH, has the responsibility for consistently achieving the intended results of implementation of a robust quality management system to warranty conformity with relevant requirements i.e., the latest version of the type-approval regulations relevant to the approval object, SNCH General Terms and conditions requirements (D-2E) in Annex B.
- The customer ensures the conformity of production.
- The customer bears the technical and legal responsibility for the approved product.
- The customer defines, apply and document procedures to ensure conformity of production with the approved product including measures related to external production.
- The customer provides to Luxcontrol SA the desired scope of the clearance (approval object), the relevant details of the customer organization such as name, address(es) of its site(s), its processes and operations, human and technical resources, functions, identification of outsourced processes that will affect conformity to requirements, whether consultancy relating to the quality management system has been provided and by whom.
- The customer allow access to information that is needed for Luxcontrol SA to assess conformity to requirements for initial and re-assessment. The customer makes all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purpose of initial assessment, surveillance, re-assessment and resolution of complaints.
- The customer accepts short notice or unannounced assessments to investigate complaints, or in response to changes, or as follow-up on suspended customers. In such cases, Luxcontrol SA shall describe to the customer the conditions under which such assessments will be conducted.
- The customer has the right to make appeals on decision taken by Luxcontrol and already communicated to SNCH.
- The customer investigates and resolve complaints in a timely manner with support of Luxcontrol SA regarding the method and the robustness of implemented measures.
- The customer commits to respect the decisions of SNCH when suspending, withdrawing or reducing the scope of certification.
- The customer accepts the presence of observers, i.e., trainee auditors or internal or 3<sup>rd</sup> party auditors who will conduct audits of Luxcontrol SA's quality management system and of Luxcontrol assessors' activities and capabilities.
- The customer shall not use Luxcontrol mark nor Luxcontrol logo on an object or object packaging nor in any other way that may be interpreted as denoting product conformity or as

- customer's quality management system recognition.
- The customer shall not use the clearance given by SNCH for an object that is not in the scope of the assessment.
  - The customer informs Luxcontrol SA and SNCH immediately of any change in the legal form, name and registered office of the company or of external manufacturers and notify Luxcontrol SA of any matters that may affect the capability of the management system to continue to fulfil the requirements such e.g. key managerial, decision-making or technical staff, major changes in the processes...

The obligations associated with type-approval cannot be transferred to third parties. Any agreements of this kind are prohibited and do not take effect regarding SNCH.

**ANNEX A**



## **ANNEX B**

Up to date SNCH General Terms and conditions requirements (D-2E) are available under the following link:

[https://assets-global.website-files.com/64995bec5c6be47afb16c8fd/649d6ba7deb97c4a8d73806f\\_D-2E-General-Terms-and-Conditions-v-7.pdf](https://assets-global.website-files.com/64995bec5c6be47afb16c8fd/649d6ba7deb97c4a8d73806f_D-2E-General-Terms-and-Conditions-v-7.pdf)