1. PURPOSE AND SCOPE:

This document establishes the certification conditions for certification schemes 1b, and 5, which must be met by the client to whom AGENCIA LATINOAMERICANA DE CERTIFICACIÓN SAS provides evaluation services for certification purposes.

2. DEFINITIONS

For the purposes of this document, the terms of the current ISO/IEC 17065, ISO/IEC 17067 and ISO/IEC 17000 standards and others related to the requirements applicable to ALC, among others, apply:

2.1 Conformity assessment: demonstration that specified requirements for a product, process, system, person, or body are met.

2.2 Certification extension: when a certified client wishes to include new references of their products.

2.3 Auditor: person appointed by an accreditation body to carry out, alone or as part of an assessment team, an assessment of a conformity assessment body.

2.4. Audit: verification process carrying out a detailed analysis of the company's information system, for which a series of specific techniques and methods are used to obtain records, statements of facts or other relevant information and evaluate them objectively to determine in which measure the specified requirements are met.

2.5 Remote audit: it is one that is carried out off-site, either in whole or in part. They are carried out when an on-site visit is not possible or appropriate, generally technological tools are used such as: Microsoft team, Skype, Zoom, Meeting, etc.

2.6Cancellation of the certificate: definitive loss of validity of the Certification. This cancellation may be requested by the client and/or owner or decided by ALC in the event of non-compliance with the requirements and conditions established in this regulation and those related to the results obtained in the evaluations carried out.

2.7 Client and/or Owner: natural or legal person who requests product certification service and has a product certificate issued by ALC.

2.8 Certification: third-party attestation related to products, processes, systems, or people.

2.9 Request: document through which the client expresses the requirement for the service.

2.10 Complementary: it is the audit carried out on the company, when it is required to verify the application in practice of the corrective actions or required conditions.

2.11 Compliant: corresponds to the product or test that complies with the requirements of the standard as applicable.

2.12 Manufacturer's declaration: it is the manifestation of the prior communication of the changes made to the conformity control system or to the product, such as raw materials, manufacturing process and maquila, or to the personnel assigned in activities that require prior qualification of their competence. that may alter the nature of the product.

2.13 Testing/testing: determination of one or more characteristics of an object/product of conformity assessment, according to a procedure.

2.14 Evaluator: person or group of people assigned to carry out an evaluation and which is made up of a leading evaluator of services or processes, who may be accompanied by evaluator(s), technical expert(s), evaluator(s) in training which may be external personnel hired by ALC, evaluator(s) from accreditation bodies and other observers.

2.15 Certification Scheme: certification system applied to specific products, to which the same specified requirements, rules and specific procedures apply.

2.16 Product families: grouping of products with similar characteristics determined by the use of the product and its components.

2.17 Technical sheets: document in summary form that contains a description of the technical characteristics of an object, material, product or in detail.

2.18 Marking: putting a mark on a sample to distinguish or make it noticeable.

2.19 Labeling: allows identification and product information to be provided that is sufficiently clear, that does not induce confusion and allows a selection of appropriate samples for the development of the process.

2.20 Sample: set of one or several items taken from a lot, intended to provide information about the lot.

2.21 Non-conformity: non-compliance with requirements established in the reference or standard of the product to be evaluated. An example of non-conformity may be when a laboratory report does not demonstrate compliance and results in the loss of a test or trial, or an expired management systems certificate, labeled in a language other than Spanish, among others.

2.22 Standard: they are technical-legal documents with the following characteristics: They contain technical specifications of voluntary application. They are prepared by consensus of the interested parties: Manufacturers. Administrations. Users and consumers.

2.23 Granting: it is the authorization delivered through the product certificate.

2.24 Action plan: analysis and planning of actions taken to eliminate the cause(s) of a detected non-conformity - or other undesirable situation - with the purpose of preventing it from recurring.

2.25 Product: result of a process.

2.26 Retest: perform again the Determination of one or more characteristics of an object of conformity assessment, according to a procedure.

2.27 Reference: reference document that establishes the requirements that the product must meet.

2.28 Technical regulation: document that establishes the characteristics of a product or the processes and production methods with them related to the inclusion of applicable administrative provisions and whose observation is mandatory.

2.29 Surveillance: systematic repetition of conformity assessment activities as a basis for maintaining the validity of conformity.

2.30 Suspension: temporary invalidation of the declaration of conformity, for all or part of the scope of the specified attestation.

2.31 Test Report: A document that records the results of a systematic test conducted to analyze whether a product meets the requirements established for its approval.

3. EXTERNAL RECRUITMENT

In cases where necessary, ALC will outsource testing to accredited or properly evaluated laboratories, accredited or properly evaluated inspection bodies for sampling or factory inspections, and accredited or properly evaluated management system bodies to verify the requirements of the management system.

4. OBLIGATIONS OF CUSTOMERS AND/OR PRODUCT CERTIFICATE HOLDER

4.1 Comply with certification requirements and product requirements.

4.2 Pay the total amount described in the commercial proposal as a complementary requirement for its approval. The corresponding rates are established and communicated by ALC.

4.3 Accept and approve the commercial proposals for surveillance and complementary evaluation within a period of no more than fifteen (15) business days for the commercial proposal for granting and twenty (20) calendar days for the others, from the date of receipt thereof (does not apply to scheme 1B).

4.4 The documents provided by the client for the product conformity assessment process must be in Spanish.

4.5 Ensure in the evaluation or surveillance stages (if applicable) the provisions that guarantee access to the audit team, to the locations, areas, personnel, and subcontractors that are relevant, as well as being able to examine the information, documents and records corresponding to the activities related to the products for

which product certification is requested or held and designate a person responsible for coordinating the activities with ALC personnel.

4.6 In the event of non-compliance of the product with the requirements of the corresponding reference, the client is obliged to:

a) Replace the non-conforming units that are on the market or in the possession of consumers.

b) Accept the destruction of the product, when the observed units present non-conformities that by their nature imply the existence of dangers, insecurity for life, property or the environment.

This provision may be extended to the entire batch corresponding to the non-conforming product and to the products that are on the market. Likewise, according to the seriousness of the defect and its implications on the safety of consumers or users of the certified product; the client must publish a warning notice in a mass circulation medium.

c) Assume exclusive legal responsibility before third parties for damages that may arise from non-compliance of the product or this document.

d) Treat non-compliant units found on the market, whether they are in the possession of consumers or customers, in accordance with the law and prudent conduct

e) Remove from the product, packaging and/or wrapping any reference to the product certification

f) When non-compliance occurs in a product reference, which has ALC certification, the list of references is updated and the subfamily or reference group that is considered to have decreased its compliance with the established and evaluated requirements is eliminated.

4.7 Partial or total reproduction of product certificates issued by ALC is prohibited. If the use of the certificate by a third party authorized by the holder is required, it will only be done under the endorsement of ALC S.A.S. Discriminatory use of the certificates by third parties must not be permitted..

4.8 The reduction, extension and any modification to the scope of the certificate must be carried out at the request of the client, these can also be identified and reported in the follow-up or granting evaluations. For this purpose, complementary or extraordinary evaluations must be carried out to verify compliance with the applicable requirements of the standard.

In this case, the client must assume the full value of the complementary and extraordinary evaluations.

4.9 The applicant must comply with the applicable legal and regulatory requirements and provide evidence of compliance when requested by ALC.

4.10 The certificate holder must inform ALC during the certification period through a manufacturer's declaration of any change in the manufacture of the product (raw materials, manufacturing process, assembly or personnel assigned to activities that require a prior qualification of their competence that may alter the nature of the product (does not apply to scheme 1B) about the changes that may affect their ability to comply with the certification requirements such as:

a) Changes in the corporate name or purpose, legal status, commercial organization or ownership of the client and the factory.

b) Changes in the sites under the scope of the certification.

c) Changes in the contact information for ALC: representative, address, telephones, emails, among others.

d) Changes in the organization and management: key managers, decision-making personnel or technical personnel and/or personnel assigned to activities that require a prior qualification of their competence that may alter the nature of the product; in the manufacturing processes.

e) Changes in the certified product or in the production method.

f) Merger, termination, liquidation, takeover, transfer of shares and in general any other operation that implies a change in the legal nature of the holder or applicant.

g) Judicial or administrative intervention or sanctions imposed by the competent authority.

h) Changes in the design or materials of branded products, in accordance with which they may affect compliance with the relevant reference. The failure of the holder to notify ALC is cause for a sanction or declaration of non-compliance.

i) Significant changes in the quality management system.

j) Changes in the version of the reference document with which the product certificate was issued.

k) Changes in the manufacture of the product (raw materials, personnel, manufacturing process and maquila).

4.11 The client must promptly inform ALC through the manufacturer's declaration GP-FR-03 (only applies to importers) of any change in the manufacturing of the product (raw materials, personnel, manufacturing and assembly process or to the personnel assigned in activities that require a prior qualification of your competence that may alter the nature of the product (does not apply to scheme 1 A and 1B) on changes that may affect your ability to comply with certification requirements such as:

a) Changes in the corporate name or purpose, legal, commercial status of the organization or property of the client and the factory.

b) Changes to sites under the scope of certification.

c) Changes in contact information with ALC: representative, address, telephone numbers, emails, among others.

d) Changes in the organization and management: key managers, decision-making personnel, or technical personnel and/or personnel assigned to activities that require prior qualification of their competence that may alter the nature of the product; in manufacturing processes.

e) Changes in the certified product or in the production method.

f) Merger, spin-off, liquidation, takeover, transfer of shares and in general any other operation that implies a change in the legal nature of the owner or applicant.

g) Judicial or administrative intervention or sanctions imposed by competent authority.

h) Changes in the design or materials of branded products, in a manner that may affect compliance with the relevant reference. Failure of the Owner to notify ALC is cause for a sanction or declaration of non-conformity.

i) Important changes in the quality management system.

j) Changes in the version of the reference document with which the product certificate was issued.

k) Changes in the manufacturing of the product (raw materials, personnel, manufacturing process and maquila).

4.12 Disposition of certification process samples: the client must inform ALC within a period of no more than thirty (30) calendar days once the certificate has been issued if it requires the return of the samples used in the certification process.

In some cases when the laboratory has to perform destructive tests to demonstrate the conformity of the product, the samples will not be returned.

The transportation of the sample(s) is the responsibility of the client, as well as the costs associated with this activity.

4.13 Clients are required to attend visits from external entities, such as the Superintendency of Industry and Commerce, Ministry of Mines and Energy, ONAC, auditors in training, ONAC peer evaluations, accompanied by the certification body as applicable, with previously informed visit and allowing the participation of observers, if applicable, at any part of the certification process.

4.14 When a remote audit is performed, ALC will agree with the client on the technological tool to be used, with the capacity and stability to ensure two-way audio and video communication in real time. The data collected during this evaluation is exclusively for use in the contracted service, and the security and confidentiality measures for the data that both parties have access to must be complied with and under no circumstances transferred to third parties except as required by law.

4.15 The client must take measures to investigate and address all complaints and claims received from its users and must keep a record of all complaints and claims, which must be available during the evaluations carried out by ALC and must take appropriate actions with respect to such complaints, claims and/or deficiencies found in the products that affect compliance with the certification requirements.

4.16 The client must demonstrate the written contractual relationship with the manufacturer of the product to be evaluated (only applies to scheme 5).

4.17 The temporary cessation of production activities by the client will not give rise to an extension of the validity period of the certificate.

4.18 The client must make use and statements consistent with the scope of the certificate granted by ALC, that is, they can promote the fact of having certification in media such as documents, brochures or advertising about the Continua Mark, making clear the scope and specifying the standard or reference on which it has been granted.

4.19 As part of the certification system, the client may use the ALC conformity mark, taking into account the provisions of manual GC-MN-02 Regulations for the Use of the Certification Symbol Logo, which the client must inform by email.

4.20 The right to use the certificate is non-transferable and cannot be extended to the same product with the same trademark manufactured by persons other than those registered in the issued certificate.

The client must not use its product certificate in a way that brings ALC into disrepute and does not make any statement related to its product certificate that the certification body may consider misleading or unauthorized. In the case of certifications granted to the same product and factory, but different clients, the certificates are considered dependent, meaning that if one of them is suspended, withdrawn, reduced or expanded, the measure will be implemented for the other shared certificates. Likewise, the shared certificates will refer to the certificate on which they depend. In the case that the client provides copies of the certification documents to others, the documents must be reproduced in their entirety or as specified by the certification scheme.

4.21 Not to make or allow the misleading use of any document concerning certification in whole or in part.

4.22 In the event of suspension, withdrawal or termination of product certification, the client must stop using all advertising material containing any reference to the product certification and take the actions required by the certification scheme (see section 4.6) and any other measures required. Accept and comply with the provisions of the current version of this document.

4.23 Waive any legal action against ALC for the suspension or withdrawal of the Certificate. Likewise, the client may not continue using the certificate or the placement of the brand's logo or symbol on the product or in any other medium for any purpose from the date on which the suspension or withdrawal of the certificate is notified in writing or by any other means.

In the event that the client continues using the certificate, advertising or referring to the fact that the product continues to be certified, ALC may initiate the corresponding legal actions and require payment of the rights and compensation for improper use of the certificate.

4.24 The applicant or client may not exert pressure of any kind on the evaluation process, personnel or the results obtained from the evaluation, nor offer gifts and/or benefits or any type of threats to ALC collaborators or testing laboratory.

4.25 The client accepts the changes made to this document by ALC by email once notified. The updated version of the document can be consulted on the ALC website.

4.26. The client, after accepting the Commercial Certification Proposal GC-FR-01, must register the registration as producers and importers and/or service providers of SICERCO on behalf of the certification holder (as the role applies).

5. OBLIGATIONS AND RESPONSIBILITIES OF THE LATIN AMERICAN AGENCY – ALC

5.1 Treat all information and documents obtained from the Company in connection with the activities carried out for the

management of the Certificate as strictly confidential and use it only for purposes related to the management of the Certificate. If this information is required to be provided to a competent legal authority, ALC will inform the Company in writing; when this request is from a third party, unless prohibited by law, the Company will be requested in advance for written authorization to provide this information. Information about the Client obtained from sources other than the Client (for example, from a claimant or regulators) will be verified for relevance and treated as confidential.

5.2 ALC will publish on the SICERCO website the relevant information and the status of the certificate (current, suspended and/or withdrawn)..

5.3 ALC will publish on the website the relevant information and status of the certificate (current, suspended and/or withdrawn).

5.4 ALC will inform the client in a timely manner of the entry into force of significant changes that affect the certification requirements.

5.5 The client has the right to submit complaints and appeals in their certification processes, which will be addressed and treated in accordance with the procedure GC-PR-02 Complaints and Appeals Management, which is available on the ALC website.

5.6 Provide information on certification schemes to any applicant without discrimination.

5.7 ALC informará los cambios realizados al presente documento al cliente a través de correo electrónico. La versión actualizada del documento será cargada en la página web de ALC.

6. CERTIFICATE MANAGEMENT

ALC carries out certification assessments following, among others, the requirements of ISO-IEC 17065 and ISO-IEC 17067 standards, as well as the guidelines of the reference, the applicable legal requirements and the requirements of the ALC Management System. The certificate management comprises the following stages:

6.1 APPLICATION

Any natural or legal person, without any discrimination, sends the certification request for the products that it manufactures or markets.

If the applicant has been the holder of a certificate issued by ALC and this has been suspended and/or withdrawn due to non-compliance of any kind, ALC may consider the facts that caused the withdrawal to determine whether or not to initiate the process for the new application.

This procedure will also apply when the client has requested the withdrawal of a certificate issued by ALC. Without prejudice to the above, ALC reserves the right to grant a certification if there are technical reasons that may affect the safety or life of people, the image or prevent the provision of the service, and may also reserve this right if there are demonstrable reasons, such as the client's participation in illegal activities, a history of repeated non-compliance with product or certification requirements, or similar issues related to the client.

The request for the certification service must be submitted in writing using the GP-FR-01 Certification Request form and the documents required by the sales executive must be attached.

The documents that must be attached for the certification process, according to the scheme are:

- GP-FR-01 Certification Request, filled out in its entirety. Product description (technical sheets, photos, catalogues, brochures, etc.).
- Customer information (RUT, chamber of commerce, photocopy of the legal representative's ID card)
- If you have test reports of the products to be certified.
- Must have updated version of ISO 9001 certification from the manufacturer of the products.
- If you have previously issued product certifications.
- Support associated with the quantities and descriptions of the products to be certified (as applicable).

ALC will review the documentation that makes up the certification request and, if it considers it pertinent, may request clarification of this or additional information.

Once the request is accepted, ALC will proceed to make the commercial proposal for the certification process. If the

proposal is approved, signed by the client, the value of the laboratories has been paid and the client has delivered the documentation required in the commercial proposal, the evaluation process for certification purposes will begin.

6.2 EVALUATION PLAN

The auditor assigned to the process will prepare the evaluation plan, a document that establishes the order of activities to carry out the certification evaluation. This must be disclosed to the client. The client may submit observations to said plan within two (2) business days from receipt of the evaluation plan.

6.3 INITIAL EVALUATION

6.3.1 Review of the documentation of the product to be certified:

At this stage, the assigned auditor must review the documentation sent by the client and, if necessary, may request additional documentation or information. This review will allow for the assessment of compliance with all the requirements established in the corresponding reference. Likewise, the documentation related to the manufacturing process or the quality system will be reviewed according to the scheme to be assessed. The applicant must attach at least the required documents.

The auditor must validate the information submitted by the applicant with the product references to be assessed, trademarks, manufacturing and storage sites, among others, as well as the availability of records that show the conformity of the product with the requirements of the reference.

6.3.2 Management System Certificates:

When management system certificates are required, the following guidelines must be considered:

a) Identify the certification body that issues the certificate.
b) Identify whether this body is accredited where the certification body is located (the issued certificates always bear the logo of the accreditation body depending on the country where the certificate was issued, which means that the body does have the accreditation).
c) Evaluate the veracity of the management system certificate on the certifier's website by verifying its validity and status with the certificate number.
d) Identify the scope of the management system certificate, identifying that it includes the manufacture of the product subject to certification, as well as the factories related to its production.
e) Verify the validity of the certificate.

6.3.3. Recognition of Test Reports and Product Certificates:

ALC will accept Test Reports and product certificates in accordance with the provisions of the GP-PR-01 Product Certification procedure.

The Test Reports that are delivered and accepted do not imply that testing will not be carried out; in all cases, the guidelines defined in the GP-PR-01 Product Certification procedure will be applied.
• In the event that there is no accredited laboratory, recognition of Test Reports provided and carried out in the client's laboratories may be made prior to the service request.
• In the event that ALC determines to carry out the tests or trials in the client's laboratories because there are no accredited third-party laboratories, an evaluation of the test or trial must be carried out and if the client's laboratory is not accredited, an evaluation of it and its compliance with the ISO/IEC 17025:2017 standard must be carried out; these evaluation costs will be borne by the client.

ALC will select the samples according to the GP-PR-01 Product Certification and GP-PR-02 V04 ALC Sampling Methodology procedures (which can be requested by the client). The client must have the product to carry out the sampling activities, which are previously described in the commercial proposal.

The product is evaluated by testing the product references from the production, warehouses or stores of the company or trade, according to the respective reference, in the selected accredited laboratories. If there are no accredited laboratories available (nationally or internationally), ALC will evaluate the laboratory that can carry out the tests according to the relevant reference, which are duly reported to the client in the audit plan and in the visit and sampling report.

The costs incurred by the tests are assumed by the client. If there are type tests defined as such in the reference, the results of tests carried out in laboratories in other countries may be accepted.

For product certificates, product certification recognition may be made for the product components subject to evaluation (example: enclosures, insulators, channels, among others) provided by the client. These certificates are granted prior to the service request; ALC will verify the traceability of the certificate by verifying that the product and the manufacturer are the same as the process to be evaluated. It will also be validated that the certificate provided is issued by a certification body accredited by ONAC or that is part of the IAF recognition agreements and with the scope of accreditation for ISO/IEC 17065.

The certificate must include: name of the certified company, address, manufacturer of the products, which must be included in the scope of the certification.

6.3.4. Treatment of Nonconformities and Action Plan:

When non-conformities arise, the client must establish an action plan and submit it to ALC within a period of no more than ten (10) business days after the date of communication of the findings.

● ALC will evaluate the adequacy of the corrections and corrective actions proposed in the plan and will respond within two (2) business days if the plan is approved or if it needs adjustments because it is not sufficient to eliminate the non-conformity or, in the event that inconsistencies arise, the client will have a new period of five (5) calendar days to make the relevant adjustments to the plan, which will be verified again by ALC in the following two (2) business days. If the client does not submit the action plan after the new deadline or it is not approved by ALC, the evaluation process will be deemed to be terminated and ALC will issue a communication to the client informing them that the process has ended due to failure to comply with the stages of the accepted certification service, and will send the client the report of the results of the service, with the corresponding decision concept on the completed certification service. The client must cancel the entire commercial proposal and may start a new certification process from a new certification request. The costs of the new evaluation process will be assumed by the client.

From the date of approval of the action plan by ALC, the client has ninety (90) calendar days to schedule a complementary evaluation in which the implementation of the action plan and its effectiveness in closing non-conformities found will be verified. In the case of non-compliance with evaluation requirements through the execution of tests, the cost of the execution of new tests will be assumed by the client (only applies to scheme 5). The client must also assume the cost of this additional evaluation.

When the additional evaluation shows that the non-conformities have not been resolved, ALC will terminate the certification process and issue an evaluation report describing the reason why the product was not certified.

6.4. EVALUATION OF SURVEILLANCE OR MONITORING (Does not apply to scheme 1b)

Follow-up activities must be carried out for certifications granted in scheme 5 in accordance with the different guidelines established for the products and their validity of the certificate.

ALC will send the client a minimum of one (1) month in advance of the follow-up date, the commercial follow-up proposal; the client must approve it within a period of no more than twenty (20) calendar days after receipt.

ALC will carry out the activities described in section 6.3 of this document.

When a follow-up and extension evaluation is carried out in the same process, a division of this cannot be requested and the two evaluations must be completed simultaneously, unless the client waives the extension of the requested scope.

If the surveillance activity is not carried out within the time stipulated by the Latin American Certification Agency, the certification granted by ALC will be suspended. After a maximum of five (5) business days after the suspension, the status will be updated on the SICERCO, and the client will be informed of this development. All documentation is filed in the file of the person being evaluated for a period of

sixty (60) calendar days, during which time the surveillance evaluation will be allowed to be carried out in order to comply with the requirement of the certification scheme and in accordance with the requirements established and evaluated previously; If the surveillance is not carried out within the new established time, the conformity assessment process will be definitively closed, and the applicant will be notified of the withdrawal of the certificate granted.

The suspension will not give rise to the extension of the validity of the certificate.

Note: the costs generated by the evaluation (granting, follow-ups or complementary when applicable) will be assumed by the client.

6.5 REPORT

Based on the results obtained during the evaluations, the auditor presents a report that is delivered to the Certification Committee, which includes the activities carried out, the results obtained and the proposal on the feasibility of granting, maintaining, reducing or extending the issued Certificate.

When it is a follow-up evaluation, ALC will issue a letter to the client, stating that the follow-up was successfully completed and the certificate remains valid. When it is an evaluation of granting, extending, reducing or any other modification to the scope of certification, ALC issues the product conformity certificate and when the certification process is not favorable for the client, ALC sends a letter informing the reasons why the committee made the respective decisions (GP-FR-14 format Rejection of Certification).

Extraordinary Evaluation

ALC may carry out extraordinary evaluations when it deems appropriate, at any time, or when one or more of the following situations arise, as applicable:

a) Complaints or claims from the applicant's clients or other interested parties that affect the scope of the certification.

b) Complaints, investigations or sanctions from the competent authority that affect the scope of the product certification.

c) Changes in the organizational structure, scope, processes, operations or headquarters included in the Organization's certificate, which may, in the opinion of THE CERTIFICATION BODY, cause a temporary suspension of the Certificate.

d) At the request of the Certification Committee.

e) When the certification requirements change.
These extraordinary surveillances will be handled in accordance with the guidelines defined for ordinary surveillances.

The costs associated with these evaluations are assumed by the client, according to their duration.

6.6 SUSPENSION AND WITHDRAWAL OF CERTIFICATION.

When a certification suspension or withdrawal process is required, it will be carried out using the GP-PR-01 Product Certification procedure (this may be requested by the certificate holder). Once the decision is made, the status will change on the SICERCO platform and in the “check your certificate” section of the ALC website.

6.6.1. Causes for suspension of certification:

- Expiration of the manufacturer's quality management system (Applicable only to Scheme 5 RETIE, 5 RETILAP, 5 toys and tableware).
- Failure to allow ordinary and extraordinary surveillance to be carried out within the timeframes defined in Section 6.4 of this document.
- Failure to resolve NC findings within the established timeframes, in accordance with Section 6.3.4 of this document.

For the following cases, the certificate suspension will not exceed fifteen (15) business days after their materialization:

- Failure to resolve NC findings within the established timeframes.
- Complaints about products affecting user safety.
- By mutual agreement.
- Failure to comply with the applicant's financial obligations.

● In the case of standardized technical modifications.
● Identification of modified products without prior notification from the customer.
● Misuse of the ALC certificate or mark of conformity.
● Serious or repeated failure (more than twice) to comply with the certification obligations.

6.6.2. Reasons for certification withdrawal:

● If the client does not accept the SG evaluation with scope to produce the products to be evaluated.
● Failure to remedy the reasons that led to the suspension.
● Sanctions by control entities regarding the product affecting the safety of users (as applicable).
● Using the expired or suspended certificate.
● In the case of misleading advertising, or advertising that relates to other product lines not included in the certification, the ALC SAS Product Certification Body.
● Presenting false documentation to continue the certification.
● By mutual agreement.

In the event of withdrawal of the certificate, all rights to use it cease immediately, and the applicant is obliged to suspend all advertising related to it. The withdrawal or suspension of the certificate implies the waiver by the applicant of any legal action against ALC.

6.7 SCOPE MODIFICATION: (Does not apply to scheme 1b)

The client can modify the scope of the certification at any time during its validity, which includes:

● Inclusion of references with the same requirement characteristics.
● Removal of references from the certificate.
● Updating the company name of the manufacturer and/or certificate holder.
● Changes in the name of references, brands or trade names of the product.

The client will make the request by email indicating the type of modification desired, providing the documentation indicated in section 6.1 as applicable.

ALC will review the request in accordance with the requirements of the certification scheme and indicating the activities to be developed for evaluation.

The costs associated with the activities that may be generated by the scope modifications requested by the certificate holder must be assumed by the latter.
Once the certificate with the modification is issued, it is uploaded to the SICERCO platform and in the “check your certificate” section of the ALC website.

6.8 APPEALS AND COMPLAINTS: (Does not apply to scheme 1b)

Customers can submit complaints and appeals by phone, email, website or in person. These can be submitted at any time during the product certification process and must contain sufficient information to support the nonconformity.

When customers submit complaints and/or appeals, they will be handled in accordance with procedure GC-PR-02 Complaints and Appeals Management.

6.9 APPEALS AND COMPLAINTS

Customers can file complaints and appeals by telephone, email, web page or in person. These can be submitted at any time during the product certification process and must contain sufficient information to support the nonconformity.

When clients submit complaints and/or appeals, they will be treated in accordance with the GC-PR-02 Complaints and Appeals procedure.

7. LIABILITIES AND INDEMNIFICATIONS

a) THE CLIENT acknowledges that, notwithstanding the activities carried out by ALC in the development of this contract and the certificate of conformity that may be issued, it is its exclusive responsibility and risk that its product for which certification was requested complies fully, always, with the provisions of the technical regulation or voluntary standard of the case. Therefore, if any authority imposes sanction(s) or conviction(s) for violation(s) of the reference, these cannot be considered, in any case, as the responsibility of ALC.

b) THE CLIENT agrees to fully indemnify ALC for any claim, sanction, loss, damage, liability, process, cost or expense of any nature that may be required due to or as a consequence of its product failing to comply at any time

during the validity of the certificate and to hold ALC harmless from any claim that may be brought against it due to and/or in relation to any violation of the corresponding technical regulation or voluntary standard. Such compensation shall include, but not be limited to, fees, legal costs and any other type or nature, provided that such claim, sanction, loss, damage, liability, process, cost or expense is a consequence of slight and/or serious negligence of THE CLIENT or breach of this agreement. If, for reasons beyond ALC's control, THE CLIENT decides not to continue with the process, THE CLIENT shall assume 20% of the quoted value before VAT for administrative work and procedures. If the process has been initiated (document review (sending of the audit plan), scheduling of tests, audit and any activity) no refund will be made.

c) Without prejudice to the previous paragraph and regardless of the right that ALC has in such case, the agreement shall be terminated in the event that the product, which has a certificate of conformity issued by ALC, during its validity, at any time does not comply with the technical regulation or the reference standard of the case or with the scope documented at the time of issuance of the certificate. THE CLIENT hereby authorizes ALC to publicly announce, in its judgment, in the media it deems appropriate, that it has modified or cancelled the certificate issued, as well as the cessation of all relations with THE CLIENT. ALC shall have the same right when THE CLIENT does not fully comply with the obligations stipulated in this agreement.

d) Neither party may assign its contractual position in this contract without the prior written approval of the other party.

e) In the event that THE CLIENT fails to comply with any of its obligations under this agreement, it shall be subject to ALC exercising the rights and penalties provided for in this document and the sanctions established by law in this regard.

8. NON-COMPLIANCE

In the event that THE CLIENT fails to comply with any of the obligations contracted in this contract, ALC will be subject to the exercise of the rights and penalties provided for.

9. PERSONAL DATA

The client authorizes ALC. to collect, use, store and process personal information regarding its legal representatives, workers, and collaborators, which is related to the execution and processing of the certification, as applicable, for the sole purpose of providing the requested services, monitoring the quality of these, administrative management. These databases are for internal use, accessible only to authorized personnel and directly linked to said objectives, for which the client guarantees to take all necessary measures and instruct its staff and collaborators about what is stipulated in the terms and conditions. ALC will maintain the database confidentially and for the time and conditions determined by current regulations.

The signing of the GC-FR-01 Commercial Proposal by the client, and the signing of this document means acceptance of the conditions established for the process.

Signature of the legal representative on the part of the client accepting the terms and conditions of the service, or signature by authorized person (letter of authorization by legal representative must be attached.)

Name: _____

Post: _____

Signature: _____

Signature by ALC. as approval of acceptance of terms and conditions of service by the legal representative or by signature by the corresponding authorized representative

Name: Carlos Fernando Castañeda Niño

Post: Gerente General

Signature: _____