



Nemko Canada Inc

This form constitutes the certification agreement between Nemko Canada and the applicant and is required for every application. This form also contains the information required for an FCC Form 731 submission.

1. APPLICANT DETAILS

<b>Applicants complete legal business name</b>	Name:	Redline Communications Inc.
	Federal Registration Number (FRN):	0007028533
	Grantee Code:	QC8
<b>Mailing Address</b>	Address:	302 Town Centre Blvd., Suite 100
	City:	Markham
	Province/State:	Ontario
	Post Code:	L3R 0E8
	Country:	Canada

<b>Applicants Primary Contact Details (Name on Grant)</b>	First Name:	Keith
	Middle Name:	R
	Last Name:	Doucet
	Title:	VP Customer Advocacy
	Phone (including extension):	(905) 479-8344 x2298
	Fax:	(905) 479-5331
	Email:	kdoucet@redlinecommunications.com

(Note: The primary contact details on the grant are taken directly from the FCC database and can not be changed by the TCB. A notification is required to the FCC. The above information is requested to identify if the FCC database is not up to date).

<b>Applicants Technical Contact Details</b>	Company Name:	Redline Communications Inc.
	First Name:	Keith
	Middle Name:	R
	Last Name:	Doucet
	Address:	302 Town Centre Blvd., Suite 100
	City:	Markham
	Province/State:	Ontario
	Post Code:	L3R 0E8
	Country:	Ontario
	Title:	VP Customer Advocacy
	Phone (including extension):	(905) 479-8344 x2298
	Fax:	(905) 479-5331
	Email:	kdoucet@redlinecommunications.com

<b>Applicants Non-Technical Contact Details</b>	Company Name:	
	First Name:	
	Middle Name:	
	Last Name:	
	Address:	
	City:	
	Province/State:	
	Post Code:	
	Country:	
	Title:	
	Phone (including extension):	
	Fax:	
	Email:	



Nemko Canada Inc

2. PRODUCT DETAILS

Table with 2 columns: Field Name (FCC ID, Equipment Class, Description of Product) and Field Value (Grantee Code: QC8, Product Code: -AN80IE, TNB, OFDM broadband wireless transceiver device).

3. CONFIDENTIALITY

Table with 2 columns: Confidentiality Type (Standard, Short term) and Request Description/Response (YES/NO checkboxes).

4. APPLICATION PURPOSE

Table with 2 columns: Type of Application and Selection Options (Original Certification, Change in Identification, Class II Permissive Change).

5. COMPOSITE/RELATED EQUIPMENT

Table with 2 columns: Question (a) Composite Equipment, (b) Related Equipment, (c) Related FCC ID and Answer (YES/NO checkboxes and text).



Nemko Canada Inc

**6. TEST FIRM**

<b>Test Firm Contact details</b>	Company Name:  First Name: Middle Name: Last Name:  Address:  City: Province/State: Post Code: Country:  Title: Phone (including extension): Fax: Email:	
----------------------------------	--	--

**7. EQUIPMENT SPECIFICATIONS**

Frequency in MHz		Rated RF Power Output (watts)	Frequency Tolerance		Emission Designator	FCC Rule Parts	Microprocessor model number
Low Frequency	High Frequency		%	Hz, ppm			
3652	3675	0.316	2	ppm	2M93W7D	90	Intel IXP 420
3653.5	3675	0.316	2	ppm	5M76W7D	90	Intel IXP 420
3657	3675	0.316	2	ppm	11M7W7D	90	Intel IXP 420
3652.5	3675	0.316	2	ppm	4M19W7D	90	Intel IXP 420
3655	3675	0.316	2	ppm	8M58W7D	90	Intel IXP 420
3660	3675	0.316	2	ppm	16M8W7D	90	Intel IXP 420

**8. PAYMENT**

<b>Payment Method</b>	<input type="checkbox"/> Cheque <input type="checkbox"/> Wire transfer  Account Holder: Amount: Cheque Number: Date of Transfer:	<input type="checkbox"/> Credit Card <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard Card Holder: Card Number: Expiry Date: Amount:
	<input type="checkbox"/> Invoice  Amount: Purchase Order Number:	Billing Address (if different from section 1) Address: City: Province/State: Postal Code: Country:

**9. CERTIFICATION**

**Read each certification carefully before answering and signing this application**  
**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR**



# Application for FCC Certification

(App/003)

Nemko Canada Inc

---


CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).



# Application for FCC Certification

(App/003)

Nemko Canada Inc

<b>Section 5301 (ANTI-DRUG ABUSE) Certification</b>	<p>The applicant must certify that neither the applicant nor any party to the application is subject to a denial of Federal benefits, that include FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862 because of a conviction for possession or distribution of a controlled substance. See 47 CFR 1.2002(b) for the definition of a "party" for these purposes.</p> <p>Does the applicant or authorized agent so certify?  <input checked="" type="checkbox"/> YES      <input type="checkbox"/> NO</p>	
<b>Applicant/Agent Certification</b>	<p>I certify that I am authorized to sign this application. All of the statements herein and the exhibits attached hereto, are true and correct to the best of my knowledge and belief. In accepting a Grant of Equipment Authorization as a result of the representations made in this application, the applicant is responsible for (1) labeling the equipment with the exact FCC ID specified in this application, (2) compliance statement labeling pursuant to the applicable rules, and (3) compliance of the equipment with the applicable technical rules. If the applicant is not the actual manufacturer of the equipment, appropriate arrangements have been made with the manufacturer to ensure that production units of this equipment will continue to comply with the FCC's technical requirements.</p> <p>In signing this agreement, I also recognize and accept the terms and conditions detailed overleaf which constitute the certification agreement with Nemko for the purposes of this application.</p> <p>Authorizing an agent to sign this application, is done solely at the applicant's discretion; however, the applicant remains responsible for all statements in this application.</p> <p>If an agent has signed this application on behalf of the applicant, a written letter of authorization which includes information to enable the agent to respond to the above section 5301 (Anti-Drug Abuse) Certification statement has been provided by the applicant. It is understood that the letter of authorization must be submitted to the FCC upon request, and that the FCC reserves the right to contact the applicant directly at any time.</p>	
<b>Signature of Authorized Person Filing</b>	<p>(Please Type or Print the following)</p> <p>Name of Applicant: <b>Keith Doucet.</b></p> <p>Title of Applicant: <b>VP Customer Advocacy</b></p> <p>Signature of applicant:</p>  <p>Date: <b>Dec. 10, 2008</b></p>	
<b>Agent Details (if agent has signed the application)</b>	<p>Company Name:</p> <p>First Name:</p> <p>Middle Name:</p> <p>Last Name:</p> <p>Address:</p> <p>City:</p> <p>Province/State:</p> <p>Post Code:</p> <p>Country:</p> <p>Title:</p> <p>Phone (including extension):</p> <p>Fax:</p> <p>Email:</p>	



Appendix 1 – Equipment Class Descriptions

Equipment Class	Equipment Class Description	Rule Part
8CC	Part 18 Consumer Device	18
AIS	Automatic Identification Systems	80
AMP	Amplifier	101
AMP	Amplifier	22
AMP	Amplifier	22H
AMP	Amplifier	24
AMP	Amplifier	24D
AMP	Amplifier	24E
AMP	Amplifier	25
AMP	Amplifier	27
AMP	Amplifier	73
AMP	Amplifier	74
AMP	Amplifier	80
AMP	Amplifier	87
AMP	Amplifier	90
AMP	Amplifier	95
AMP	Amplifier	97
BPL	Access Broadband Over Powerline System	15G
CRD	Part 15 Radar Detector	15B
CRR	Superregenerative Receiver	15B
CSR	Scanning Receiver	15B
CXX	Communications Rcvr for use w/ licensed Tx and CBS	15B
CYY	Communications Receiver used w/Pt 15 Transmitter	15B
DCD	Part 15 Low Power Transmitter Below 1705 kHz	15C
DSC	Part 15 Security/Remote Control Transmitter	15.231
DSC	Part 15 Security/Remote Control Transmitter	15.231(e)
DSR	Part 15 Remote Control/Security Device Transceiver	15.231
DSR	Part 15 Remote Control/Security Device Transceiver	15.231(e)
DSS	Part 15 Spread Spectrum Transmitter	15C
DTS	Digital Transmission System	15C
DXT	Part 15 Low Power Transceiver, Rx Verified	15C
DXX	Part 15 Low Power Communication Device Transmitter	15C
EAD	Part 11 Emergency Alert Devices	11
EAV	Part 15 Automatic Vehicle Identification System	15.251
ETB	Part 15 Cordless Telephone Base Transceiver	15C
ETR	Part 15 Cordless Telephone Remote Transceiver	15C
ETS	Part 15 Cordless Telephone System	15C
FAP	Part 15 Anti-Pilferage Device	15C
FDS	Part 15 Field Disturbance Sensor	15.245
FDS	Part 15 Field Disturbance Sensor	15.253
FRB	Part 95 Family Radio Base Transmitter	95A
FRB	Part 95 Family Radio Base Transmitter	95B
FRE	Part 95 Family Radio Ear Held Transmitter	95A
FRE	Part 95 Family Radio Ear Held Transmitter	95B
FRF	Part 95 Family Radio Face Held Transmitter	80
FRF	Part 95 Family Radio Face Held Transmitter	95A
FRF	Part 95 Family Radio Face Held Transmitter	95B
FRT	Part 95 Family Radio Body Worn Transmitter	95A
FRT	Part 95 Family Radio Body Worn Transmitter	95B
GAT	Part 15 Auditory Assistance Device (Transmitter)	15.237
GEP	406 MHz EPIRB	80.1101(c)(5)
GHF	Part 80 HF Transmitter (GMDSS)	80.1101(c)(4)
GHH	Part 80 VHF Hand Held Transmitter (GMDSS)	80.1101(c)(7)
GMF	Part 80 MF Transmitter (GMDSS)	80.1101(c)(3)
GVH	Part 80 VHF Transmitter (GMDSS)	80.1101(c)(4)
HID	Part 15 TV Interface Device	15B
JBC	Part 15 Class B Computing Device/Personal Computer	15B
JBP	Part 15 Class B Computing Device Peripheral	15B
LMS	Part 90 Location & Monitoring Transmitter	90.353
LMS	Part 90 Location & Monitoring Transmitter	90.355
MRD	Marine Radar	80
MRD	Marine Radar	90
MWR	Part 80 Marine Watch Receiver	80.269
NII	Unlicensed National Information Infrastructure TX	15E
PCB	PCS Licensed Transmitter	101C
PCB	PCS Licensed Transmitter	22
PCB	PCS Licensed Transmitter	22H
PCB	PCS Licensed Transmitter	24.232(b)
PCB	PCS Licensed Transmitter	24D
PCB	PCS Licensed Transmitter	24E
PCB	PCS Licensed Transmitter	27
PCB	PCS Licensed Transmitter	90
PCE	PCS Licensed Transmitter held to ear	22
PCE	PCS Licensed Transmitter held to ear	22H
PCE	PCS Licensed Transmitter held to ear	24D
PCE	PCS Licensed Transmitter held to ear	24E
PCE	PCS Licensed Transmitter held to ear	90
PCF	PCS Licensed Transmitter held to face	22H
PCF	PCS Licensed Transmitter held to face	24
PCF	PCS Licensed Transmitter held to face	24D
PCF	PCS Licensed Transmitter held to face	24E
PCF	PCS Licensed Transmitter held to face	90



Equipment Class	Equipment Class Description	Rule Part
PCT	PCS Licensed Transmitter worn on body	22
PCT	PCS Licensed Transmitter worn on body	22H
PCT	PCS Licensed Transmitter worn on body	24D
PCT	PCS Licensed Transmitter worn on body	24E
PCT	PCS Licensed Transmitter worn on body	90
PCT	PCS Licensed Transmitter worn on body	95I
PLB	Personal Locator Beacons	95K
PUB	Part 15 Unlicensed PCS Base Station	15D
PUE	Part 15 Unlicensed PCS portable Tx held to ear	15D
PUF	Part 15 Unlicensed PCS portable Tx held to face	15D
PUT	Part 15 Unlicensed PCS portable Tx worn on body	15D
RNV	Part 80 NAVTEX Receiver	80.1101(c)(1)
SRT	Radar Transponder	80.1101(c)(6)
SSA	Ship Security Alert Systems (SSAS)	80
TBC	Licensed Broadcast Station Transmitter	27
TBC	Licensed Broadcast Station Transmitter	73
TBC	Licensed Broadcast Station Transmitter	74
TBF	Licensed Broadcast Transmitter Held to Face	74.861
TBT	Licensed Broadcast Transmitter Worn on Body	74.861
TDC	Part 80 DSC Controller	80.1101(c)(2)
TDC	Part 80 DSC Controller	80.1101(c)(3)
TDC	Part 80 DSC Controller	80.1101(c)(4)
TNB	Licensed Non-Broadcast Station Transmitter	101
TNB	Licensed Non-Broadcast Station Transmitter	22
TNB	Licensed Non-Broadcast Station Transmitter	22H
TNB	Licensed Non-Broadcast Station Transmitter	25
TNB	Licensed Non-Broadcast Station Transmitter	27
TNB	Licensed Non-Broadcast Station Transmitter	74
TNB	Licensed Non-Broadcast Station Transmitter	80
TNB	Licensed Non-Broadcast Station Transmitter	87
TNB	Licensed Non-Broadcast Station Transmitter	90
TNB	Licensed Non-Broadcast Station Transmitter	90.203 (j)(7)
TNB	Licensed Non-Broadcast Station Transmitter	90.210
TNB	Licensed Non-Broadcast Station Transmitter	90.210(e)
TNB	Licensed Non-Broadcast Station Transmitter	90.217(b)
TNB	Licensed Non-Broadcast Station Transmitter	90.217(c)
TNB	Licensed Non-Broadcast Station Transmitter	90.259
TNB	Licensed Non-Broadcast Station Transmitter	90.265
TNB	Licensed Non-Broadcast Station Transmitter	90T
TNB	Licensed Non-Broadcast Station Transmitter	95A
TNB	Licensed Non-Broadcast Station Transmitter	95C
TNB	Licensed Non-Broadcast Station Transmitter	95D
TNB	Licensed Non-Broadcast Station Transmitter	95F
TNB	Licensed Non-Broadcast Station Transmitter	95G
TNB	Licensed Non-Broadcast Station Transmitter	95H
TNB	Licensed Non-Broadcast Station Transmitter	95I
TNB	Licensed Non-Broadcast Station Transmitter	95J
TNE	Licensed Non-Broadcast Transmitter Held to Ear	101
TNE	Licensed Non-Broadcast Transmitter Held to Ear	22
TNE	Licensed Non-Broadcast Transmitter Held to Ear	22H
TNE	Licensed Non-Broadcast Transmitter Held to Ear	25
TNE	Licensed Non-Broadcast Transmitter Held to Ear	27
TNE	Licensed Non-Broadcast Transmitter Held to Ear	74
TNE	Licensed Non-Broadcast Transmitter Held to Ear	80
TNE	Licensed Non-Broadcast Transmitter Held to Ear	87
TNE	Licensed Non-Broadcast Transmitter Held to Ear	90
TNE	Licensed Non-Broadcast Transmitter Held to Ear	90.210
TNE	Licensed Non-Broadcast Transmitter Held to Ear	90.210(e)
TNE	Licensed Non-Broadcast Transmitter Held to Ear	90.217(b)
TNE	Licensed Non-Broadcast Transmitter Held to Ear	90.217(c)
TNE	Licensed Non-Broadcast Transmitter Held to Ear	90.259
TNE	Licensed Non-Broadcast Transmitter Held to Ear	90.265
TNE	Licensed Non-Broadcast Transmitter Held to Ear	95A
TNE	Licensed Non-Broadcast Transmitter Held to Ear	95C
TNE	Licensed Non-Broadcast Transmitter Held to Ear	95F
TNE	Licensed Non-Broadcast Transmitter Held to Ear	95G
TNE	Licensed Non-Broadcast Transmitter Held to Ear	95H
TNE	Licensed Non-Broadcast Transmitter Held to Ear	95J
TNF	Licensed Non-Broadcast Transmitter Held to Face	101
TNF	Licensed Non-Broadcast Transmitter Held to Face	22
TNF	Licensed Non-Broadcast Transmitter Held to Face	22H
TNF	Licensed Non-Broadcast Transmitter Held to Face	25
TNF	Licensed Non-Broadcast Transmitter Held to Face	27
TNF	Licensed Non-Broadcast Transmitter Held to Face	74
TNF	Licensed Non-Broadcast Transmitter Held to Face	80
TNF	Licensed Non-Broadcast Transmitter Held to Face	87
TNF	Licensed Non-Broadcast Transmitter Held to Face	90
TNF	Licensed Non-Broadcast Transmitter Held to Face	90.210
TNF	Licensed Non-Broadcast Transmitter Held to Face	90.210(e)
TNF	Licensed Non-Broadcast Transmitter Held to Face	90.217(b)
TNF	Licensed Non-Broadcast Transmitter Held to Face	90.217(c)
TNF	Licensed Non-Broadcast Transmitter Held to Face	90.259
TNF	Licensed Non-Broadcast Transmitter Held to Face	90.265
TNF	Licensed Non-Broadcast Transmitter Held to Face	90R
TNF	Licensed Non-Broadcast Transmitter Held to Face	90S



Nemko Canada Inc

Equipment Class	Equipment Class Description	Rule Part
TNF	Licensed Non-Broadcast Transmitter Held to Face	95A
TNF	Licensed Non-Broadcast Transmitter Held to Face	95C
TNF	Licensed Non-Broadcast Transmitter Held to Face	95D
TNF	Licensed Non-Broadcast Transmitter Held to Face	95F
TNF	Licensed Non-Broadcast Transmitter Held to Face	95G
TNF	Licensed Non-Broadcast Transmitter Held to Face	95H
TNF	Licensed Non-Broadcast Transmitter Held to Face	95J
TNT	Licensed Non-Broadcast Transmitter Worn on Body	101
TNT	Licensed Non-Broadcast Transmitter Worn on Body	22
TNT	Licensed Non-Broadcast Transmitter Worn on Body	22H
TNT	Licensed Non-Broadcast Transmitter Worn on Body	25
TNT	Licensed Non-Broadcast Transmitter Worn on Body	27
TNT	Licensed Non-Broadcast Transmitter Worn on Body	74
TNT	Licensed Non-Broadcast Transmitter Worn on Body	80
TNT	Licensed Non-Broadcast Transmitter Worn on Body	87
TNT	Licensed Non-Broadcast Transmitter Worn on Body	90
TNT	Licensed Non-Broadcast Transmitter Worn on Body	90.217(b)
TNT	Licensed Non-Broadcast Transmitter Worn on Body	90.217(c)
TNT	Licensed Non-Broadcast Transmitter Worn on Body	90.259
TNT	Licensed Non-Broadcast Transmitter Worn on Body	90.265
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95A
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95C
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95D
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95F
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95G
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95H
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95I
TNT	Licensed Non-Broadcast Transmitter Worn on Body	95J
UWB	Ultra Wideband Transmitter	15F
WBT	Wideband Transmitter	15.250
WBT	Wideband Transmitter	15.252





Terms and Conditions

1. GENERAL

1.1 The terms of this agreement govern the relation between the party applying for certification of equipment (the Applicant), the party responsible for design, production and quality assurance of the equipment or marks the equipment as its own (the Manufacturer) and Nemko performing the services.

1.1.1 The Applicant to be the Manufacturer or a physical or juridical person appointed by the Manufacturer. Should the Applicant not be identical with the Manufacturer in such cases, the applicant accepts the obligations that these terms impose on both the applicant and the Manufacturer. (items 1.2, 2.2.1, 2.2.4, 2.2.6, 2.2.7, 2.3, 2.4.2).

The general terms are as follows:

1.2 The Applicant is obliged to pay Nemko for the performing of the agreed order in accordance with the current Nemko prices. The Applicant is obliged to pay for the work performed with the purpose of issuing a certificate, even if such document cannot be issued, whether being due to the tested sample, the Manufacturer or the Applicant.

Regarding orders which are to result in issuing of a certificate, Nemko may permit that the obligation to pay totally or partly is transferred from the Applicant to the Manufacturer or other authorised party, provided this is satisfactorily documented towards Nemko. Nemko will require payment in advance or have agreed other payment terms prior to the order commencement.

1.3 Nemko staff are bound to observe professional secrecy, not disclosing any confidential information received in connection with the order. According to Canadian law, the professional secrecy may be set aside in case of lawsuit in Canadian Court. Nemko is also obliged to ensure that other co-operating bodies that might deal with the order, instruct their staff to observe the equivalent professional secrecy. Regulatory authorities, where required by the certification scheme, may get access to application material but only as far as is necessary to effectively regulate the scheme. Nemko does not influence the decision of regulatory authorities with respect to confidentiality of supplied information.

1.4 Nemko's decisions may be appealed to Nemko's Appeal Committee, which deals with the appeal in accordance with Nemko's appeal procedure. An appeal in writing must be received by Nemko within 3 weeks from the time the Applicant has received Nemko's written decision. For any dispute that might occur regarding these terms, one should primarily try to resolve by negotiations between the parties. If this fails to succeed, the dispute should be raised with the FCC for matters relating to technical decisions. Any dispute relating to the operation of Nemko as a Certification Body should be raised with the Standards Council of Canada.

1.5 Nemko has at any time the right to revise the present terms. Alterations of the terms are only applicable for orders commenced 3 - three - weeks after Nemko has approved the alterations concerned.

1.6 The rights to a certificate devolve on the applicant and not the Manufacturer.

1.7 Nemko has no liability for errors made in connection with the performance of the order except for errors due to purpose or gross negligence on Nemko's side. Nor has Nemko any liability for indirect losses.

1.8 The present terms are binding on the Applicant as from the moment he has signed the Application form.

2. CERTIFICATION AND LICENSING

2.1 GENERAL

2.1.1 Based on performed testing or other examination, Nemko certifies equipment found to comply with current FCC regulations.

2.1.2 As a basis for the application, the Applicant is to submit the material and information found necessary by Nemko for issuing and maintainance of such a certificate. Documentation to be used as a basis for the certification by Nemko, must not exceed 2 years of age.

2.1.3 Unless otherwise agreed upon, Nemko has the proprietary right to Nemko's own original documents. These documents are filed by Nemko during their period of validity, cfr. item 2.4.1.

2.1.4 In order to perform certification services, Nemko may require the use of Sub-contractors which have signed the necessary non-disclosure agreements. The applicant has the right to request that sub-contractors are not used for certification services for their application. Such a request shall be made in writing and submitted with the application. Nemko retains full responsibility for all certification activities performed by sub-contractors.

2.2 FURTHER RIGHTS, RESPONSIBILITIES AND OBLIGATIONS

2.2.1 In connection with marketing, sales etc., the Manufacturer and the Applicant have the right to inform that the products are certified by Nemko. Where applicable the Manufacturer and the Applicant are obliged to ensure that Nemko's name or certification mark are affixed to the certified products in accordance with current instructions, and that Nemko's name and certification mark are not misused.

2.2.2 Nemko's certificate, test report etc. does not exempt the Applicant, the Manufacturer nor a third party for liability according to United States product liability legislation.

2.2.3 The certificate may be pleaded as documentation only for products that are manufactured in total conformity with the certified design.

2.2.4 The Manufacturer is obliged to conform to the rules applying for Nemko's production surveillance. The primary surveillance method for this scheme is random audit, however, if required by Nemko, representatives from Nemko or from other bodies acting on Nemko's behalf, shall be given admittance to the production sites, in order to ensure that the conditions associated with the certificates issued by Nemko, are maintained. Nemko is entitled to invoice the Manufacturer for the costs related to consumption of work hours, travel- and daily allowances, in accordance with item 1.2.

2.2.5 In cases required by Nemko, the Applicant shall, free of all costs to Nemko, provide a sample of the certified product for re-examination in order to ensure that it remains in conformity with the certified design. The Applicant is obliged to pay for Nemko's costs in connection with such re-examination. If the re-examination was for random audit then only shipping costs will be invoiced if only up to 4hrs were spent.

2.2.6 The manufacturer is required to maintain records pertaining to complaints relating to a certified products compliance with relevant requirements. The manufacturer is required to take appropriate action to resolve these issues. All records relating to the complaints and corrective actions are to be made available to Nemko on request.

2.2.7 The Manufacturer and the Applicant are obliged to conform to Nemko's possible directions, as a consequence of the above items 2.2.4 - 2.2.6.

2.2.8 The Manufacturer acknowledges that Certification can only be used to indicate that products are certified as being in conformity with the specified standards.

2.3 CHANGES TO THE PRODUCT

The manufacturer shall notify Nemko of any proposed modifications to the product, manufacturing process or, if relevant, its quality system, which affect the conformity of the product to the standards against which it was certified. Nemko is to evaluate whether the certificate may be maintained or whether the equipment has to be re-certified, if necessary after repeated testing. The Manufacturer shall not release certified products subject to the proposed changes until notified by Nemko that the certification is still valid.

2.4 DURATION, TERMINATION AND WITHDRAWAL

2.4.1 Rights and obligations according to these terms attaching to an issued certificate come into force on the date that this agreement was signed and remains in force until terminated according to the conditions of 2.4.2 or 2.4.3.

2.4.2 This agreement can be terminated by the applicant by giving Nemko a written request to be released from the obligations. If Nemko agrees to the release, the rights of the persons or companies concerned according to the certificate simultaneously shall no longer apply. The FCC will be notified of the termination of this agreement.

2.4.3 Nemko may withdraw the certification if the Manufacturer or the Applicant do not fulfil their obligations in accordance with the present terms. Notice of withdrawal is to be sent in writing, stating the reason for the withdrawal and the appointed time of conclusion. Withdrawal of a certificate will normally take effect immediately upon removal of the product from the FCC certified product database. If a certificate should be withdrawn, each and every right in accordance with the certificate and the present terms shall no longer apply, hereunder the right to use Nemko's name and certification mark.

2.5 TRANSFER OF CERTIFICATE

Nemko is not able to authorise transfer of control with respect to a certification under the TCB program. The FCC maintains authority for this. However, the applicant shall notify Nemko immediately of changes to name or address of the certificate holder.

2.6 MAINTENANCE OF CERTIFICATE

For maintenance of the certificate, all terms and conditions of this certification agreement must be adhered to.