

# Product Certification Agreement

Reason for Amendment (current / obsolete)	Revision History		Approved Date
	From	To	
Initial Release (obsolete)	1.0	1.0	Nov-30-2006
Added 1% SAR Surveillance requirement (obsolete)	1.0	2.0	March-19-2007
Update Post Market Surveillance from 1% to 5% (obsolete)	2.0	3.0	March-01-2008
Revised Part F (obsolete)	3.0	4.0	Dec-19- 2008
Revised Part D (obsolete)	4.0	5.0	March-12-2009
Add 2% Telecom to section K (obsolete)	5.0	6.0	October 1, 2010
Updated company template & Added text box (obsolete)	6.0	7.0	Jan-31-2012
Updated multiple sections (obsolete)	7.0	8.0	Oct-5-2012
Updated to ISO 17065 (current)	8.0	9.0	May-21-2014

## Product Certification Agreement

### A. Product Information & Test Data

The applicant agrees to provide SIEMIC, INC. all product information for evaluation of product to be certified pursuant to the respective SIEMIC quote for services and warrant that the information provided is accurate and complete so that SIEMIC may perform the services contemplated herein. If tested at an outside lab, the applicant must provide the complete test report to SIEMIC. If the outside test lab is not accredited to ISO 17025 or does not have the proper scope, SIEMIC must assess the lab to determine if the test report can be used for certification services. The applicant's information is used to perform a product review and evaluation to determine the product's compliance to the specific certification requested.

### B. Product Sample(s)

The applicant agrees to supply the necessary number of product samples to SIEMIC for test, measurement and evaluation purposes. The number of samples is to be determined by SIEMIC. Samples will be returned only upon request and at applicant's expense after the completion of certification. Samples will be disposed of after six months if not requested for return by applicant. The applicant recognizes certain types of tests may damage or destroy the sample. SIEMIC is not responsible for sample damages except when such damage resulted from negligence on the part of SIEMIC.

### C. Liability

The applicant agrees that SIEMIC, in performance of its duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The applicant acknowledges the opinions and findings of SIEMIC represent its judgment given with due consideration of the type of certification, the necessary limitations of practical operations and in accordance with its objectives and purpose. SIEMIC warrants that it will perform the certification and testing services in accordance with the applicable certification requirements and generally recognized industry standards. The applicant agrees that SIEMIC does not warrant or guarantee that its opinions or findings will be accepted or recognized by a third party.

The applicant agrees the distribution or promotion of a specific product utilizing a SIEMIC marking or description would mislead the public if the product is not eligible to use the marking or description, or does not comply with SIEMIC requirements. If a SIEMIC certification is used in any manner other than as herein provided, it constitutes a breach of this agreement. For this and other reasons, the applicant agrees the violation of any terms and conditions of this agreement may cause a temporary injunction to be issued to prevent use of the SIEMIC certification or any reference to SIEMIC in any manner and from further distribution or use.

The applicant agrees that SIEMIC has the right to subcontract the work needed for certification and/or testing.

The applicant indemnifies and holds harmless SIEMIC and its associated companies and their officers, employees, consultants and agents against any and all losses, costs and expenses incurred by them arising out of applicant's breach of this agreement, or any negligent act or omission of applicant in relation to the subject matter of this agreement. Applicant acknowledges and agrees that damages alone would not be an adequate remedy with respect to the breach of any provisions of this agreement and that breach may result in irreparable harm or injury to SIEMIC and accordingly without prejudice to any other rights or remedies that it may have, SIEMIC shall be entitled without proof of special damages or specific irreparable harm or injury to the granting of equitable relief including, without limitation, injunctive relief in relation to any threatened or actual breach of any of the provisions of this agreement. This agreement shall be governed by and construed under the laws of State of California, Unites States of America.

## **D. Confidentiality**

SIEMIC assures that confidentiality is maintained by all of its employees and consultants and will not voluntarily disclose information obtained in confidence. The applicant agrees that all documents submitted for the certification program and submitted to the regulatory authorities may become public knowledge under applicable regulations. For example, under FCC rules 47 CFR Part 0, if the FCC determines documents submitted are not confidential, they may be released to the public. SIEMIC assumes no responsibility for the regulatory authority's release of documents. Documents the applicant considers to be confidential must be so designated in writing for those certification programs that will allow requested information to remain confidential.

## **E. Compliance**

The applicant agrees that production of their certified product complies with and will continue to comply with all Regulatory & SIEMIC requirements in their technical and administrative processes and the applicant will;

1. Comply with all relevant requirements of the certification process,
2. Make claims regarding certification only with respect to the scope for which a specific certification has been granted,
3. Not use product certification in a manner that would bring SIEMIC into disrepute, and will not make any statement regarding its product certification that SIEMIC may consider misleading or unauthorized,
4. If suspension or cancellation of product certification occurs, the product supplier must discontinue all advertising that contains any reference to certification of the product and return any certification documents to SIEMIC,
5. Use certification only to indicate that products certified by SIEMIC as being in conformance per the specific standard used,
6. Assure that no certificate or report nor any part thereof is used in a misleading manner,
7. Assure that any copies of certification documents provided to others shall only be reproduced in their entirety,

8. Comply with all applicable regulations and requirements when making reference to its product certification in communication media such as documents, brochures, marks of conformity, advertising, etc.

SIEMIC will provide specific information or explanation to applicants for a specific scope of accreditation desired that is related to a specific scope of accreditation held by SIEMIC.

SIEMIC will provide additional certification application information, when requested by the applicant.

## **F. Withdrawal or Cancellation of Certification**

Withdrawal or cancellation of certification is as follows:

- a. Only FCC can withdraw or dismiss issued Grants.
- b. SIEMIC reserves the right to withdraw or cancel any certifications issued by SIEMIC due to the following: 1) issued by mistake, 2) requested by applicant, or 3) requested by authority

## **G. Notification of Changes to SIEMIC**

The applicant agrees to notify SIEMIC of any intended change(s) to a certified product, manufacturing or production process, quality management system and name or address change of the applicant that may affect the regulatory authority and/or SIEMIC requirements.

## **H. Regulatory Revision of Certified Product Requirements**

If a Regulatory amendment or revision applies to SIEMIC certified products covered by this agreement, SIEMIC will use its best efforts to inform the applicant through the use of a newsletter, email, or some other form of communications. It is the applicant's sole responsibility to take note of the changes and to take the appropriate action if and when necessary. If the applicant agrees to accept the revision and provided the results of any supplementary examination are favorable, a supplementary authorization will be issued, or other modifications to SIEMIC records will be made. If the applicant does not agree to accept the revision, or the results of any supplementary examination are not favorable and the applicant does not fix the problem(s), the certification covering the specified product shall cease to be valid on the date the revised specification becomes effective.

## **I. Disputes & Appeals**

SIEMIC and the applicant will attempt to resolve any disputes that arise between the applicant and SIEMIC. If resolution is not possible, the dispute will be appealed to the specific regulatory authority as the final arbiter. The applicant and SIEMIC will be afforded a reasonable time to comment before the regulatory authority reaches a decision.

## **J. Complaints**

The applicant shall maintain all complaint records pertaining to a product's compliance with requirements and make those records available to SIEMIC upon request. The applicant shall take appropriate action with respect to such complaints and deficiencies found in products that affect compliance with the requirements for certification, and record all actions taken.

## **K. Surveillance**

SIEMIC carries out post market surveillance activity per the specific certification scheme. Surveillance is to determine if SIEMIC certified products continue to comply with regulatory rules, SIEMIC requirements, conditions and terms. For example, FCC requires 5% of products certified by SIEMIC each year to be randomly selected (If the products subject to RF Radiation Exposure requirements, then such products shall be included in the total number of samples audited. At least one percent of the products subject to SAR measurements and certified by the TCB for the given year shall be audited. The number of samples tested for the 1% surveillance requirement for SAR will be calculated the same way as the number of samples tested for the two percent surveillance requirement for EMC surveillance. The total number of products audited by the TCB under Scope C – Telephone Terminal Equipment, shall consist of at least two percent of the total number of products certified under Scope C by the TCB for the calendar year), and IC requires similar to FCC. IDA and Hong Kong do not state an amount, so it will be 5% until determined otherwise. This includes products that were tested by SIEMIC and/or other test laboratories, but certified by SIEMIC. The applicant agrees to provide SIEMIC when requested a complete production product samples with user's guide at applicant's expense. The number of samples is to be determined by SIEMIC. The samples will not be returned unless specifically requested by the applicant and all return costs to be paid by applicant. There are no additional fees for the applicant associated with post market surveillance testing.

## **L. Anti-Drug Abuse Statement**

As part of the FCC certification process, the applicant shall take full responsibility with regard to the Anti-Drug Statement, required on FCC Form 731 Application.

## **M. Agents**

The applicant may use an Agent to sign this agreement and act on its behalf; however the applicant remains responsible for all requirements in this agreement.

## **N. Payment**



The applicant shall pay SIEMIC the service fees as defined and stated in the SIEMIC Quote for Services.



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 Fax: 408-526-1088  
 Email: TCB@siemic.com

### O. Agreement Period

This agreement is effective on the date shown below and remains in force unless one party provides written notice to the other party. Termination of this agreement shall not affect any liability of the parties existing as of the date of termination. Agreement is issued in duplicate and signed by authorized representatives of SIEMIC, INC., and the Applicant.

Certification Body	Applicant
Company Name: SIEMIC, INC. Address: 775 Montague Expressway Milpitas, CA 95035	Company Name: Verykool USA INC Address: 3636 Nobel Drive, Suite 325, San Diego, CA 92122, USA
Authorized Person - Print Name: Eileen Yang Date : 2014/7/2 Signature : 	Authorized Person - Print Name: Sunny Choi Date : Oct 23 2015 Signature : 
Title: certification project lead	Title: Manager