

TLAC Terms and Conditions Of Services

TLAC 認證服務 條款及細則

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 2 of 28

1.0 INTRODUCTION

- 1.1 The Lab (Asia) Limited (TLA) is a fully independent materials testing, inspection and consulting organization serving the construction, civil engineering, highways, airports and associated industries.
- 1.2 TLA has also established independent product certification service, committed to provide customers with satisfactory certification services. We have developed and implemented a Quality Management System for the product certification service on various products such as product certification of ready-mixed concrete to the product scheme, Quality Plan for the Production and Supply of Concrete (QSPSC). The Top Management of The Lab (Asia) Limited Certification Department (TLAC) can execute auditing activities on site, making certification decision and granting certificates.
- 1.3 TLAC acts as a certification body to certify products by complying with requirements of ISO/IEC 17065, HKCAS 023 and other concerned IAF documents, as well as with reference to ISO/IEC 17021-1, ISO 19011 and other applicable HKAS relevant documents.

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 3 of 28

2.0 DEFINITIONS

Product Scheme	A product conformity certification scheme to be adopted by TLAC for certifying organization a product that fulfilling the concerned standard(s) or other relevant normative documents. A scheme which has been established for the certification of products within certain areas of technology and special procedures.
Accreditation	A formal recognition given by an authority that a body or person is competent to carry out specific tasks
Accredited certification body	A certification body accredited by HKAS or its MLA partners for activities to comply with the concerned accreditation criteria.
HKAS	Hong Kong Accreditation Service
HKCAS	Hong Kong Certification Body Accreditation Scheme
TLA	The Lab (Asia) Limited, a limited company established for providing testing, inspection and certification services
TLAC	The Lab (Asia) Limited Certification Department
Applicant	A company, organization or person that has applied for but has not yet been granted a Certificate.
Organization	A firm, body corporate or unincorporated which has been granted a Certificate.
Certificate	A certificate issued by TLAC and endorsed by the General Manager or other Decision Maker which recognizes that the Management System(s) operated by the Organization or the products provided by the organization having been audited/evaluated by TLAC is in accordance with these Terms and Conditions of Services.
Council	The Governing Council of TLAC
Certification Mark	The certification mark TLAC that a certified client will be permitted to use to signify certification.
Guidelines for the Use of Certification Mark and Accreditation Symbol	Guidelines for the Use of TLAC Certification Mark, and HKAS Accreditation Symbol to the certified client

3.0 PROCESSES AND REQUIREMENTS OF CERTIFICATION SERVICES

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 4 of 28

3.1 TLAC's certification services primarily cover the Product Certification services which are adhering to the requirements of ISO/IEC 17065.

3.2 Cautions of the Certificate

3.2.1 TLAC will issue a certificate with TLAC certification mark and an accreditation symbol to a product which is certified to be in compliance with its respective product scheme and other concerned requirements and specification, provided that TLAC has been granted the accreditation of the concerned product certification under the accreditation body (e.g. HKAS), therefore

- (a) the certificate shall only contain the results of certification for which TLAC is holding valid accreditation;
- (b) the format of the certificate shall be established so that the requirements of the product certification scheme and other practical criteria from the accreditation body are met;
- (c) the certificate may contain results of activities which have been assessed by TLAC;
- (d) TLAC shall keep at least one exact copy of every accredited certificate issued by TLAC for record; and
- (e) TLAC will provide duplicated certified copies of Certificate, and its appended documents upon receipt of a client's request.

3.3 Certification Information

3.3.1 This TLAC Terms and Conditions will be offered at the same time with the quotation to the client. Once the client signs the quotation of TLAC certification services, it is demonstrated that the client has entered a binding contract / an enforceable agreement with TLAC for the provision of the above certification services. The client, which is a legal entity, is guaranteed confidentiality from TLAC and vice versa.

3.3.2 TLAC shall not disclose any confidential information concerning the client (organization) except:

- (a) for the purpose of accreditation by HKAS or relevant parties; and
- (b) as required by the Court.

3.3.3 When TLAC is required by law or authorized by contractual arrangements to release confidential information, the organization shall, unless prohibited by law, be notified of its information being released.

3.3.4 Information about the organization obtained from sources other than the client (e.g. from

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 5 of 28

the complainant or from regulators) shall also be treated as confidential.

3.3.5 TLAC will maintain and make public on its website (<https://thelab.asia>), without request, information about its:

- (a) Certification processes;
- (b) Processes of application for, granting, refusing, maintaining, renewing, suspending, restoring or withdrawing certification or expanding or reducing the scope of certification;
- (c) Types of product certification schemes in which TLAC is operating;
- (d) the use of TLAC's name and certification mark, and HKAS accreditation symbol (refer to section 6 of this Terms and Conditions);
- (e) Processes for handling appeals, enquiries, complaints, disputes (refer to section 11 of this Terms and Conditions); and
- (f) Policy to Impartiality (refer to TLAC's Quality Policy at its web site).

3.3.6 TLAC will provide, **upon request**, information about :

- (a) The geographical areas in which TLAC is operating;
- (b) The status of a given certification; and
- (c) The name, related document, scope and location for a specific certified client.

3.4 Application for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring or withdrawing of certification.

3.4.1 Application for Initial / Renewing Certification

3.4.1.1 Upon receipt of verbal or written requests from potential client or existing client, TLAC will send an application form to the client for filling the requested information. After reviewing the returned application form, TLAC will determine whether to accept or to refuse such application. Quotation will be sent to the applicant and a two-stage initial certification audit will be scheduled if the quotation is confirmed as contract.

3.5 Granting of certification:

3.5.1 Upon completion of a two-stage initial certification audit and satisfactory verification of the implementation of effective corrections and corrective actions taken, the audit team will determine "Recommendation whether or not to grant certification, together with any conditions or observation". Nevertheless, such recommendation will not bind TLAC for granting certification.

3.5.2 If an additional full audit, an additional limited audit, or documented evidence is needed to

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 6 of 28

verify the effectiveness of correction and corrective actions, TLAC will inform the client of such arrangement.

- 3.5.3 If there is (are) major nonconformity(ies) raised in initial certification audit and TLAC is not able to verify the implementation of corrections and corrective actions of such major nonconformity(ies) within 6 months after the last day of stage 2, TLAC will inform the client of the needs to conduct another stage 2 prior to recommending certification.
- 3.5.4 Once resolving all outstanding issues, TLAC will then review audit report, verifying any deviation of audit operation process, then make a final decision for the issuance of a certificate by considering all sort of information, requirements and factors relevant to certification including risk, impartiality, audit report reviewer's recommendation and / or comments as well as applicable HKAS guidelines and requirements.
- 3.6 Maintaining, Renewing and Restoring of Certification
 - 3.6.1 A certificate will be issued to a certified organization for an initial period of 3 years and renewed every 3 years from the date of certification decision. Continued certification is subject to the fulfillment of this "Terms and Conditions of Services", the status of payment of audit fees, and the continuous assessment results within the 3-year certification cycle.
 - 3.6.2 Surveillance Audits (SV) will be scheduled at planned interval depending on respective scheme of certification. The aims are to provide TLAC confidence that its certified client's management system or product continuing to fulfil requirements of respective Schemes and this "Terms and Conditions of Services" within the certification cycle.
 - 3.6.3 The date of first surveillance visit following initial certification shall not be more than 12 months from the date of the last plant audit day in the initial Stage 2 audit. Subsequent surveillance visits shall be conducted according to the required frequency as described in the concerned product scheme.
 - 3.6.4 Recertification Audit (RA) will be scheduled and conducted in due time to enable for timely renewal before the certificate expiry date. Recertification audit activities may need to have a Stage 1 audit in the situations where there have been significant changes to the certified management system, the certified organization structure, the certified product(s), or the context in the management system is operating. In case such significant change is occur at any time during the certification cycle, TLAC may need to perform a special audit when necessary.
 - 3.6.5 When recertification activities are successfully completed prior to the expiry date of the existing certification, the expiry date of new certification will be indicated on the new

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 7 of 28

certificate based on the expiry date of existing certification.

3.6.6 Similar to initial certification, TLAC will make decision for renewing certification based on the recertification audit results, the review results of the system over the period of certification as well as the complaints or other adverse information received from users of certification or relevant interested parties including media or trade industry.

3.6.7 If it is unable to complete a recertification audit nor to verify the implementation of corrections and corrective actions for major nonconformity prior to the expiry date of the existing certification, then recertification shall not be recommended and the validity of the certification shall not be extended. The audit team will explain the consequence of such situation to the certified clients in closing meeting.

3.7 Refusing of Certification

TLA will decide to refuse certification/ certification application/ audits to client in the following situation:

- (a) If it is known that the activities or products applied for certification are beyond TLAC's capacity and capability, TLAC will consider refusing to accept its application;
- (b) A threat to TLAC's impartiality, reputation, company image, certification activities as well as its business is seen if TLAC carried out certification activity to the client;
- (c) There are illegal issues involved before or during application or certification;
- (d) The product applied for certification is known lacking of product conformity to criteria well recognized in the industry or not in-line with its application;
- (e) It is observed seen that the performance or readiness of the client's management system, the production processes and/or equipment, etc. is not appropriate for seeking for certification in accordance with the product scheme; and
- (f) The client fails to handle the non-conformity of audits and the product cannot meet the acceptance criteria of audit testing.

3.8 Termination, reduction, suspension or withdrawal of certification

3.8.1 When a nonconformity with certification requirements is substantiated, either as a result of surveillance or otherwise, TLAC shall consider and decide upon the below action, as approved by the GM:

- (a) continuation of certification under conditions specified by the certification body (e.g. increased surveillance);

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 8 of 28

- (b) reduction in the scope of certification;
- (c) suspension of the certification- waiting for the remedial action by the client;
and
- (d) withdrawal of the certification.

3.9 Suspension of certification

3.9.1 TLAC may suspend a certification when a certified client voluntarily requests for suspension of certification or

- (a) commits a breach of the “TLAC Terms and Conditions of Services” and refuse to rectify within one month;
- (b) becomes bankrupt, subject to the bankruptcy laws or makes any arrangements or composition with its creditors, or enters into liquidation, whether compulsory or voluntary (but not including liquidation for the purpose of reconstruction);
- (c) is found to be incompetent in carrying out of any certified activities or to be incapable of complying with any of the relevant certification criteria;
- (d) is involved in any impropriety, corrupt practice other activities which is prejudicial to HKAS’s / TLAC’s fame;
- (e) fails to complete the payment of invoices issued by TLA; and
- (f) TLAC receives an unsatisfactory audit results and “negative” recommendation from the audit team.

3.9.2 The maximum period allowed for certification suspension is 6-month from the effective date of the suspension or 6-month from the expiry date of certificate, depending on which is earlier. Certification can be restored within 6 months from the effective date of suspension.

3.9.3 TLAC may require the client to discontinue the use of certification mark or any claim to certification under the Scheme with immediate effect until it is satisfied that the conditions of certification are again complied. However, the suspension shall not exceed more than 6-month. Failure to resolve the issues that are resulted in the suspension shall result in the withdrawal of certification or reduction of scope.

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 9 of 28

3.10 Withdrawal of certification

3.10.1 TLAC may withdraw a certificate when a certified organization voluntarily requests for withdrawal of certification or fails to abide any of the obligations as described in the above "Suspension" clause.

3.10.2 A certified organization may voluntarily withdraw its certification for its activities by providing TLAC a written notice. The effective date of certification withdrawal shall be in accordance with the date of the written notice.

3.10.3 After the withdrawal, if the organization needs to re-apply for the certification from TLAC again and an audit of audit time not less than that of a Stage 2 audit shall be conducted.

Notes:

- (a) If a certification is terminated (by request of the client), suspended or withdrawn, TLAC shall take actions specified by the certification scheme and shall make all necessary modifications to formal certification documents, public information, authorizations for use of marks, etc., in order to ensure it provides no indication that the product continues to be certified;
- (b) If a scope of certification is reduced, TLAC shall take actions specified by the certification scheme and shall make modifications to formal certificate, web site information, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in public information;
- (c) If certification is suspended, the Manger (Certification) shall formulate and communicate the following to the client:- actions needed to end suspension and restore certification for the product in accordance with the product scheme;
- (d) If a decision to reduce the scope of certification is made as a condition of reinstatement, the certification body shall make all necessary modifications to the formal certificate and public information, etc., in order to ensure the reduced scope of certification is clearly communicated to the client and clearly specified in public information;
- (e) TLAC shall also take the following actions for the suspended/ withdrawn certification:
 - i. sending a letter to the client to remind him to stop using the certification

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 10 of 28

status and mark;

- ii. arranging to obtain the original copy of the certificate; and
 - iii. checking the information shown on website of the client after 15 calendar days from the issuance date of the letter mentioned in above item (a), aiming to ensure the organization no longer claim a valid certification status to other interested parties.
- (f) TLAC shall request the client who has its certification suspended or withdrawn (no matter voluntarily or commanded by TLAC) within 14-day from the effective date of such suspension or withdrawal, to inform all its customers of the case and immediately implement the actions below:
- i. stop using the Logo (or certification mark and accreditation symbol) in any manner whatsoever and shall cease using any other material that may imply that the product is still certified;
 - ii. stop carrying out business or operating in a manner which may imply that the product is still certified under the product scheme;
 - iii. send back the original copy of the certificate to TLAC or destroy it and discontinue the use of all advertisement where the certification is involved; and
 - iv. notify all customers of the termination of certification where the certification is a condition of contract with a customer immediately.

3.11 Restoring of Certification

3.11.1 Following expiring of certification, TLAC can allow to restore the certification within 6 months provided that the outstanding recertification activities are completed and by the same time the relevant product scheme requirements are not violated. Otherwise at least a Stage 2 audit shall be conducted. Effective date of the certificate shall be on or after the recertification decision making while its expiry date is based on prior certification cycle.

3.11.2 If following the resolution of the issue that was resulted in the suspension of certification, TLAC can restore the suspended certification within 6 months from the effective date of suspension, provided that the relevant product scheme requirements are not violated. However, prolonged failure to resolve the issues causing the suspension shall result in

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 11 of 28

withdrawal of certification.

3.11.3 If the certification is to be restored after suspension of certification, TLAC shall examine all necessary certification documents, public information, authorizations for use of marks, etc., in order to obtain appropriate evidences which support that the product's certification can be restored.

4.0 CERTIFICATION FEE & CHARGE

4.1 The following fees shall be charged by TLAC to an Applicant or Organization:

- (a) Application fee;
- (b) Pre-Certification Audit visit fee– optional;
- (c) Certification Audit fee; Follow-up Audit fee, if necessary;
- (d) Surveillance Audit fee;
- (e) Recertification Audit fee;
- (f) Overseas traveling (out of HKSAR) time charge, overnight lodging as may incurred by TLAC in relation to the audit; and
- (g) The initial annual subscription fee and the annual fee thereafter.

Note:

- 1. (a), (b) and (c) shall be prepaid; (d), (e), (f) and (g) shall be paid within 30 calendar days after invoicing, or as per the terms in the concerned quotation.
- 2. All payment is non-refundable.

4.2 Non-payment of invoices may result in ceasing/ suspension of audits and the suspension or withdrawal of Certification, upon which TLAC shall not entertain any loss claim from an Applicant/ Organization.

4.3 All invoices shall be paid within 30 calendar days as from the date of issue regardless of the outcome of the assessment audit. Any failure to settle the overdue account will be charged at 1% per month.

4.4 An official application together with the fees paid, will be expired within 3 years from the date of an initial application by an Applicant.

5.0 OBLIGATIONS OF A CERTIFIED ORGANIZATION

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 12 of 28

- 5.1 An Organization (one to be certified or that has been certified) shall always fulfill the certification requirements, including implementing appropriate changes when they are required by the TLAC.
- 5.2 If the certification applies to ongoing production, the organization shall ensure that the certified product continues to fulfil the product requirements of the product scheme and as expected by interested parties.
- 5.3 An Organization shall ensure TLAC gets relevant supports in the execution of audit at its premises, i.e., access to samples, records, documents, plant and other related facilities, for the purposes of initial certification, surveillance.
- 5.4 An Organization shall keep a record of all complaints relating to compliance with product and certification requirements and makes these records available when requested, and take appropriate action with respect to such complaints and any deficiencies found. The action taken shall be documented and ready for review by TLAC Audit Team.
- 5.5 An Organization shall make provisions, where applicable, to accommodate the presence of observers including TLAC trainee auditors, internal auditors and/or TLAC top management; and/or HKAS assessment team who are witnessing TLAC's performance in audits, accessing to the Organization's premises.

Note: TLAC may suspend the concerned certification in case when the certified Organization fails to accommodate the presence of HKAS assessment team in the audit.

- 5.6 An Organization shall claim compliance with the Product Scheme only for the activities being certified within the scope of certification, and shall notify TLAC of any significant changes to its management system and product processes which may affect its conformity under the Scheme. In addition, an Organization shall not declare or make implication that its product is superior to others due to the TLAC certification.
- 5.7 An Organization shall ensure that the use of Certification Information, e.g. the certification mark is complying with this "Terms and Conditions of Services" and not misleading.
- 5.8 A Certified Organization shall ensure the quality and performance of its product is kept suited for its purpose and meets other relevant requirements (local laws, health and safety directives).

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 13 of 28

- 5.9 An organization shall inform TLAC, without delay, of any changes relating to :
- (a) the legal, commercial, organizational status or ownership;
 - (b) organization and management (e.g. key managerial, decision-making or technical staff);
 - (c) contact address and sites;
 - (d) scope of the certification; and
 - (e) major changes to the management system and processes.
- 5.10 The Certification status is not transferable.
- 5.11 If the certified organization is to provide copies of the certification documents (certificate) to others, the documents shall be reproduced in their entirety or as specified in the product scheme and TLAC's requirement. In addition, the certified organization shall comply with the requirements of TLAC or as specified by the product scheme when making reference to its certification in communication media such as documents, brochures or advertising.

6.0 REFERENCE TO CERTIFICATION MARK AND ACCREDITATION SYMBOL

- 6.1 TLAC is the ultimate owner of any certificate issued to the certified client (organization).
- 6.2 An organization shall use the certification mark and accreditation symbol (e.g. the HKAS accreditation symbol) within the terms and scope of its certification. The certification mark and accreditation symbol (size, dimensions, and colors) and its use shall also be in compliance with TLAC's requirements which shall be provided together with the issuance of the Certificate.
- 6.3 An organization shall acknowledge on receipt of this "Terms and Conditions of Services", "Guidelines for the Use of Certification Mark and Accreditation Symbol" and the Certificate.
- 6.4 An Organization shall not make any misleading statement regarding its certification.
- 6.5 The latest version of the "Guidelines for the Use of Certification Mark and Accreditation Symbol" is available at TLAC's website (<https://thelab.asia>) for reference.

7.0 SUSPENSION OF CERTIFICATION RIGHTS

- 7.1 As and when an organization (a client), to the opinion of TLAC, is in breach of the product scheme or any of this "TLAC Terms and Conditions of Services", TLAC may require the organization to cease in using the certification mark or any claim to certification under the concerned product scheme immediately until the matter has been resolved.

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 14 of 28

8.0 LIABILITY AND INDEMNITY

- 8.1 TLAC will insist on providing the certification services in professional manners with due care, and will not be accountable for any claims of losses or damages from an organization (client) unless being proved there is negligence by TLAC.
- 8.2 TLAC will not be liable for an organization or any related third party. For any losses, i.e., loss of business, loss of goodwill, loss of contract, loss of income, loss of anticipated cost savings, damage to reputation, and damages as a result of third party claim that may be suffered by an organization.
- 8.3 Both TLAC and a certified organization shall not instigate any claim of damage against IAF and its associates including the licensed IAF MLA Members, such as HKAS.
- 8.4 An Organization shall be liable and will indemnify TLAC against all claims, demands, damages, costs, changes and other expenses incurred or suffered by TLAC arising out of any dispute or contractual or proceedings brought against TLAC by a third party claiming compensation against TLAC as a result of,
 - (a) the certification of an organization under the product scheme, or the breach of this "TLAC Terms and Conditions of Services" by an organization.
 - (b) The manufacture, use or sale of any products by reference to the TLAC certification mark or an organization's certification under the product scheme.

9.0 COMPLAINTS, APPEALS AND DISPUTES

- 9.1 The procedure for handling complaints, appeals and disputes is placed at TLAC's website (<https://thelab.asia>) for reference and is described as follows.
- 9.2 Complaints
 - 9.2.1 When TLAC receives a complaint regarding its certification services, the GM will be informed and have the complaint case registered. TLAC shall acknowledge the complainant receipt of the complaint within 7 days. The GM or his/ her delegate will then commence to gather relevant information, study and investigate to decide if the complaint case is justified.

Note: TLAC shall not assign personnel who have taken part in the concerned audit job in the investigation to maintain objectivity.

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 15 of 28

9.2.2 If the case is justified, the GM will form a “hearing” and he/she will act as the Secretary the hearing. TLAC shall invite three members of the Governing Council to hold the hearing. All participants in the hearing shall declare impartiality for the complaint case. In the hearing, both the complainant and the TLAC managers can be entitled to be heard in confidence. After the hearing, the Chairman of the hearing will lead his team to investigate the cause of complaint and resolve the complaint accordingly. Then, the Chairman shall provide the complainant, with a written statement of their findings, including the resolution approach, within 14 days after the hearing.

9.2.3 If the complaint is unjustified, a reply with reasons will be sent to the complainant, if any.

9.2.4 If the complaint is addressed to TLAC’s certified client from other interested parties, further examination/ evaluation of the management system of the client and performance of the product may be conducted and a Manager of TLAC will start to contact the client and arrange the coming investigating work. The Manager of TLAC will keep the complainant informed of the progress and results when applicable.

9.3 Appeals

9.3.1 When a client wishes to appeal against any decision related to the certification or audit conclusion made by TLAC, he shall give notice in writing to the TLAC GM to express the appeal against that decision within 14 days from getting the decision.

9.3.2 TLAC will form an Appeal Panel. The GM will act as the Secretary of the Appeals Panel shall invite two members from the Governing Council to the panel. All participants in the Appeals Panel shall declare the impartiality and confidentiality for the appeal case.

9.3.3 TLAC will arrange an Appeal Panel meeting within 21 days of receipt of such appeal notice and the appellant shall be given at least 7-day notice of the time and place of such a meeting.

Note: The original decision of the TLAC shall remain valid before the meeting of the Appeals Panel.

9.3.4 In the Appeal Panel meeting, the appellant and the Managers of TLAC will be entitled to be heard in confidence. The decision of the majority of the Appeals Panel as declared by the GM shall be final. TLAC shall then provide the appellant a written statement of the appeal findings; including the reason for the decision reached, within 21 days after the decision of the Appeals Panel is made.

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 16 of 28

9.4 Disputes

- 9.4.1 For any unresolved disputes between the client and TLAC, the TLAC GM shall decide to get resolution for such disputes by further arbitration or the judiciary under the HKSAR regulations where applicable.

Note: Where a complaint, dispute or appeal made to TLAC regarding the accredited certification services is not satisfactorily resolved within 60 days from the date of complaint/ appeal/ dispute, the GM may need to notify HKAS about the case.

-END-

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 17 of 28

1.0 介紹

1.1 The Lab (Asia) Limited (TLA) 是一家完全獨立的材料測試、檢驗和諮詢機構，服務於建築、土木工程、公路、機場和相關行業。

1.2 此外 TLA 還建立了產品認證團隊，致力於為客戶提供滿意的審核和認證服務。我們已經為各種產品的產品認證服務制定並實施了相應的質量管理體系，例如於預拌混凝土的產品認證(QSPSC)的服務上。

The Lab (Asia) Limited Certification Department (TLAC) 的高層管理人員將責成管理審核活動、作出認證決策和頒發證書。

1.3 TLAC 作為認證機構，將按照 ISO/IEC 17065、HKCAS 023 和其他相關 IAF 文件的要求，並參考 ISO/IEC 17021-1、ISO 19011 和其他適用的 HKAS 相關文件，對產品進行認證活動。

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 18 of 28

2.0 定義

產品認證計劃	產品認證計劃為特定產品的生產商/供應商，訂立一系列確保產品符合質量要求的規則及程序和指定認證計劃的要求；亦為某些技術和特殊程序領域內的產品認證而製定合格標準。TLAC 將根據產品認證計劃的要求對產品和生產商/ 供應商進行認證活動。
認可	當局、專家或權威人士對某個機構或個人能力執行特定任務的正式認可
獲認可的認證機構	獲 HKAS 或其他互認合作夥伴認可的認證機構，其活動須符合相關的認可標準
HKAS	香港認可處
HKCAS	香港認證機構認可計劃
TLA	The Lab (Asia) Limited- 為一家提供測試、檢驗和認證服務的有限公司
TLAC	The Lab (Asia) Limited 的認證部門
申請人	已申請但尚未獲得證書的公司、組織或個人
組織	已獲得證書的公司、法人團體或非法人組織
證書	由 TLAC 頒發，並由總經理或其他決策者簽署的證書，確定組織運行的管理系統或組織提供的產品已經過 TLAC 審核/評估，符合這些條款和 服務條件。
管理委員會	TLAC 認證管理委員會
認證標誌	獲認證的客戶將被允許使用的 TLAC 認證標誌

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 19 of 28

3.0 認證服務的流程和要求

3.1 TLAC 的認證服務主要涵蓋符合 ISO/IEC 17065 要求的產品認證服務。

3.2 證書注意事項

3.2.1 TLAC 將向證實了已符合不同產品計劃和其他相關要求和規範的產品頒發帶有 TLAC 認證標誌和認可標誌的證書 (如適用- 前提是 TLAC 已獲得相關產品的認可認可機構 (例如香港認可處) 的認可), 因此

- (甲) 證書應僅頒發於 TLAC 已獲取認可的範圍的認證;
- (乙) 證書的格式應滿足產品認證計劃的要求和認可機構的其他實際標準;
- (丙) 證書或需包含經 TLAC 評估的活動結果;
- (丁) TLAC 應至少保留一份頒發的證書的副本以供備案; 和
- (戊) TLAC 會在收到客戶要求後提供正式的證書副本及其相關附加文件。

3.3 認證信息

3.3.1 本 TLAC <認證服務條款及細則> 將與報價單同時提供給客戶(申請人)。一旦客戶簽署有關的 TLAC 認證服務報價單, 即表明客戶同意接受本 <認證服務條款及細則>的要求和內容, 並等同與 TLAC 訂立具有約束力的合同/ 可執行的協議。由於客戶是法人實體, TLAC 將保證其機密性, 反之亦然。

3.3.2 TLAC 不得洩露與申請人(機構)有關的任何機密信息, 但以下情況除外:

- (甲) 為香港認可處或相關機構認可的目的; 和
- (乙) 按照法院的要求。

3.3.3 當法律要求或合同安排授權 TLAC 發布機密信息時, 除非法律禁止, 申請人(機構)應被告知其信息被發布。

3.3.4 從客戶以外的來源(例如從投訴人或監管機構)獲得的有關組織的信息, TLAC 也應對其保密。

3.3.5 TLAC 將在其網站上(<https://thelab.asia>), 在不需提出要求之下, 向大眾公開並維護以下信息:

- (甲) TLAC 認證流程;
- (乙) 申請、授予、拒絕、維持、更新、暫停、恢復或撤銷認證或擴大或縮小認證範圍的程序;
- (丙) TLAC 運作的產品認證計劃類別;

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 20 of 28

(丁) 使用 TLAC 的名稱和認證標誌的指引，以及 使用 HKAS 認可標誌的指引(如適用)。

(參見本條款和條件第 6 節)；

(戊) 處理申訴、查詢、投訴、爭議的流程（參見本條款和條件第 11 條）；和

(己) TLAC 維護中立性政策（亦請參閱 TLAC 網站上的質量政策）。

3.3.6 TLAC 將根據其他利害關係方的要求，提供以下信息：

(甲) 運營的地理區域；

(乙) 已頒發的證書的狀態；和

(丙) 獲證客戶的名稱、相關認證的文件、範圍和地點 (如適用)。

3.4 申請授予、拒絕、維持認證，擴大或縮小認證範圍，更新、暫停或恢復或撤銷認證。

3.4.1 初始/更新認證申請

3.4.1.1 在收到潛在客戶(申請人)或現有客戶的口頭或書面的認證查詢和要求後，TLAC 將向客戶發送申請表，並要該申請人或客戶填寫機構的相關用作申請認證的資料。TLAC 審視申請表上資料後，將開始考量及決定是否接受該申請。其後報價將發送給申請人，如果報價條款和本<認證服務條款及細則> 被確認接受後，TLAC 將安排兩階段的初始認證審核予申請人機構。

3.5 認證的授予：

3.5.1 在完成兩階段初始認證審核並確定被審核機構已符合產品計劃要求及滿意地實施糾正和採取有效的糾正措施後，審核組將提供“是否可授予認證”的建議，以及其他適用條件或意見。然而，此審核組的建議不會是決定 TLAC 最後是否會授予認證的單一條件。

3.5.2 如果 TLAC 認為需要安排額外的全面審核、額外的有限審核或其他書面證據來驗證糾正和糾正措施的有效性，TLAC 將通知客戶此類安排。

3.5.3 如果審核組在初次認證審核中提出了重大不符合項，但 TLAC 無法在第 2 階段最後一天後的 6 個月內驗證該重大不符合的糾正和糾正措施的實施情況，TLAC 將通知客戶可能需要安排進行另一個第二階段的審核。

3.5.4 一旦解決了所有未解決的問題，TLAC 將審閱審核報告，核實審核操作過程中出現的任何偏差，然後綜合考慮認證相關的各種信息、要求和因素，包括風險、公正性、審核報告審閱人的建議和/或評價，以及其他適用的審核準則指引和要求，而作出證書頒發與否的最終決定。

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 21 of 28

3.6 認證的維護、更新和恢復

- 3.6.1 當證書頒發給獲證組織，認證的有效期為 3 年，自認證決定之日起每 3 年更新一次。持續認證的有效性以本 <認證服務條款及細則> 的履行情況、審核費用的支付情況、以及 3 年認證週期其間的監督審核的結果和持續評估結果為準。
- 3.6.2 監督審核 (SV) 將根據不同的產品認證計劃內要求的審核頻率作安排，目的是讓 TLAC 相信其認證客戶的管理體系和產品質量在認證週期內能繼續滿足相應產品計劃和本 <認證服務條款及細則> 的要求。
- 3.6.3 初次認證後的首次監督審核日期需距離在第二階段審核中的最後一天的廠房審核不超過 12 個月。後續監督審核應按照相關產品計劃中描述的頻率進行。
- 3.6.4 重新認證審核 (RA) 將在認證週期的第三年按時被安排和進行，以致在證書到期日之前及時更新證書。如機構的管理體系、組織結構、認證產品性能或管理運行環境發生了重大變化情況，再認證審核活動可能需要包括進行多一次的第一階段審核。如果在認證週期內的任何時候發生此類重大變化，TLAC 可能需要在必要時進行額外的特別審核。
- 3.6.5 如在原證書有效期屆滿前成功完成再認證活動，新證書的有效期會以原證書有效期作推算。
- 3.6.6 與初次認證類似，TLAC 將根據再認證審核結果、認證週期期間的監督審核結果，以及考慮獲認證機構或相關利害關係方(包括媒體或貿易行業)的投訴或其他不良信息，做出延續認證的決定。
- 3.6.7 如果不能在現有認證有效期屆滿前完成再認證審核，或 TLAC 未能如期驗證組織對重大不符合項的糾正和糾正措施的實施，在這些情況下 TLAC 審核組將不會推薦確立再認證，認證證書的有效性將不予認定或延續。(當審核時審核組會在末次會議上向獲證客戶解釋這種情況的後果。)

3.7 拒絕認證

在以下情況下，TLA 將可決定拒絕對客戶的認證/認證申請/審核：

- (甲) 如獲悉申請認證的活動或產品評估超出 TLAC 的能力(資源上和/或技術上)，TLAC 將考慮拒絕接受其申請；
- (乙) 如果 TLAC 認為對該申請人/ 客戶進行認證活動後，會對 TLAC 的公正性、聲譽、公司形象、認證活動及其業務構成威脅或不良影響；
- (丙) 申請者在申請或認證之前或期間存在違法問題的；

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 22 of 28

- (丁) 已知申請認證的產品質量不能符合行業公認的標準或產品資料與其申請者提供的資料描述不符；
- (戊) 觀察到客戶的管理體系、生產過程和/或設備等的性能或準備情況不適合按照產品計劃申請認證；或
- (己) 申請人/組織未對審核不符合項進行跟進處理，或產品不能滿足審核檢測驗收標準。

3.8 認證的終止、範圍減少、暫停或撤銷

3.8.1 當不符合認證要求被證實時，無論是由監督審核或是其他情況下發現，TLAC 應考慮並決定以下行動，並經 TLAC 總經理批准：

- (甲) 在認證機構加上特定的條件下繼續確立認證（例如加密監督審核）；
- (乙) 根據實際情況縮小認證範圍；
- (丙) 暫停認證- 等待客戶採取補救措施；和
- (丁) 撤銷認證。

3.9 暫停認證

3.9.1 暫停認證將會發生在，當獲證客戶自願申請暫停認證，或

- (甲) 獲證客戶違反本<認證服務條款及細則>，而一個月內不改正或未能改正的；
- (乙) 獲證客戶根據破產法破產或與其債權人作出任何安排或和解，或進入清算，無論是強制的還是自願的（但不包括為重建目的進行的清算）；
- (丙) 獲證客戶被發現無能力開展和安排任何認證的活動或無法遵守任何相關認證標準；
- (丁) 獲證客戶參與任何有損 HKAS / TLAC 聲譽的不當、貪污行為及其他不良活動；
- (戊) 獲證客戶未能完成 TLA 開具的發票的付款；和
- (己) TLAC 收到不滿意的審核結果和“負面”建議。

3.9.2 暫停認證的最長期限為自暫停生效日起 6 個月或自證書到期之日起 6 個月，以較早者為準。認證可在暫停生效之日起 6 個月內申請恢復。

3.9.3 TLAC 可要求客戶立即停止使用認證標誌及停止繼續聲稱仍被認證，直至其被確信能再次符合認證條件為止。但暫停期不得超過 6 個月，而過程中未能解決的問題或將導致到撤銷認證或縮小範圍。

3.10 撤銷認證

3.10.1 當獲證組織自願要求撤銷認證或不履行上述“暫停”條款中規定的任何義務時，TLAC 可以撤銷其認證。

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 23 of 28

3.10.2 獲證組織可通過向 TLAC 發出書面通知，自願撤銷對其產品/活動的認證。認證撤銷的生效日期以書面通知的日期為準。

3.10.3 撤銷認證後，組織如需重新申請 TLAC 認證，再次的審核時間將不少於初始第二階段認證審核時的時間。

備註：

- (甲) 當認證被暫停或撤銷，TLAC 應採取行動，並對相關正式的認證文件、公共信息、標誌使用授權等等進行所有必要的跟進，以確保有關產品不可再繼續呈現仍獲得認證的景象；
- (乙) 如果認證範圍縮小，TLAC 應採行動，並對正式證書、網站信息等進行跟進，以確保將縮小的認證範圍清楚地傳達給客戶，並在公開信息中明確說明；
- (丙) 如果認證被暫停，TLAC 經理（認證）應制定以下內容並傳達給客戶：- 根據產品計劃終止暫停和恢復產品認證所需的行動；
- (丁) 如果以縮小認證範圍作為恢復認證的條件，TLAC 應對正式證書和公開信息等進行必要的跟進，以確保縮小的認證範圍明確，並已傳達給客戶並在公開信息中明確說明；
- (戊) TLAC 還應針對暫停/撤銷的認證採取以下行動：
 - i. 致函或電郵客戶，提醒其停止使用認證狀態和標誌；
 - ii. 安排取回證書原件；和
 - iii. 自上述(i)項所述信函簽發之日起 15 個日曆日後檢查客戶網站上顯示的信息，旨在確保該組織不再向其他相關方聲稱有效的認證狀態。
- (己) TLAC 應要求已暫停或撤銷認證的客戶（無論是自願的還是 TLAC 指令的），自暫停或撤銷生效之日起 14 天內，盡力將此情況通知其所有客戶，並立即執行以下操作：
 - i. 停止以任何方式使用認證標（和認可標誌），並停止使用任何其他可能暗示該產品仍獲得認證的活動；
 - ii. 停止以可能暗示產品仍根據產品計劃獲得認證的方式開展業務或運營；
 - iii. 將證書原件退回 TLAC 或自行銷毀，並停止使用所有涉及該證書的廣告宣傳；和
 - iv. 如果認證是與客戶簽訂合同的條件，則立即通知所有相關客戶認證終止的情況。

3.11 恢復認證

3.11.1 若認證期滿後，TLAC 可考慮允許在客戶於 6 個月內申請恢復認證，前提是必須去完成未完成的再認證活動，同時確保不違反相關產品計劃的要求，但 TLAC 須至少進行一次第 2 階段

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 24 of 28

審核。證書的生效日期應為重新認證決定作出之日或之後，而其到期日期則以先前的認證週期為準。

3.11.2 在導致認證暫停的問題得到解決後，在不違反相關產品計劃要求的情況下，TLAC 可以在暫停生效之日起 6 個月內恢復暫停的認證 -但 TLAC 須至少進行一次第 2 階段審核。然而，長期未能解決導致認證暫停的問題將導致認證最後被撤銷。

3.11.3 暫停認證後如需恢復認證，TLAC 應審查所有必要的認證文件、公開信息、標誌使用授權等，以獲取支持產品認證可恢復的適當證據。

4.0 認證費用

4.1 TLAC 應向申請人或組織收取以下認證及相關費用：

- (甲) 申請費；
- (乙) 認證前的“預評估審核費用”- 可選擇需要與否；
- (丙) 認證審核費、後續額外審核費用- 如有必要；
- (丁) 監督審核費；
- (戊) 再認證審核費；
- (己) TLAC 可能因安排審核而產生的海外交通（即位香港特別行政區以外）的開支、時間費用、過夜住宿費；和
- (庚) 初始年費和之後的年費。

注：

1. (甲)、(乙)、(丙)需預付；(丁)、(戊)、(己)和(庚)應在開具發票後 30 個日曆日內或根據相關報價單中的條款支付。
2. 所有款項概不退還。

4.2 不支付發票可能會導致審核中止/暫停以及認證中止或撤銷，TLAC 將不受理申請人/組織因有的任何損失索賠。

4.3 無論評估審核的結果如何，所有發票均應在開具之日起 30 個日曆日內支付。任何未能結清逾期帳款的，將按每月 1% 的標準收取費用。

4.4 正式申請連同所支付的費用，將在申請人首次申請之日起 3 年內過期。

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 25 of 28

5.0 獲證組織的義務

- 5.1 申請人/組織（待認證或已認證）應一直滿足 TLAC 訂立的認證要求，例如本 <認證服務條款及細則>的內容，並包括在 TLAC 要求時組織須實施的適當變更。
- 5.2 如果認證適用於產品持續生產，獲證組織應確保獲證產品質量/性能能持續滿足產品計劃內的產品要求和相關方的合理期望。
- 5.3 組織應確保 TLAC 在其場所執行審核時獲得相關支持，即為初始認證、監督的目的審核時能不受阻地去接觸、觀察和記載樣品、記錄、文件、工廠設施和其他相關設施。
- 5.4 組織應記錄所有與產品和認證要求合規性相關的投訴，並在要求時提供這些記錄，並對此類投訴和發現的任何缺陷採取適當的跟進和改善措施。所採取的措施應記錄在案並準備好供 TLAC 審核團隊審查。
- 5.5 組織應在適用的情況下做出配合，以容納觀察員的存在，包括便利 TLAC 實習審核員、內部審核員和/或 TLAC 高層管理人員；和/或 HKAS 評估團隊（評估 TLAC 在審核中的表現），進入該組織的場所和接觸審核所需資料。

注：如果獲證組織未能讓 HKAS 評估團隊參與審核，TLAC 可能會暫停相關認證。

- 5.6 組織應僅針對認證範圍內的被認證活動不誤導地聲稱符合產品計劃，並應將其管理體系和產品的生產向質保過程的任何重大變化通知 TLAC，因這些變化可能會影響其產品的符合性。此外，組織不得聲明或暗示其產品因 TLAC 認證而優於其他同類產品。
- 5.7 組織應確保認證信息的使用，例如證明標誌使用符合本“認證服務條款及細則”，且不具有誤導性。
- 5.8 獲認證組織應確保其產品的質量和性能與其用途相應，並滿足其他相關方的要求（當地法律、健康和 safety 指令）。
- 5.9 組織應立即通知 TLAC 有關以下方面的任何變更：
- (甲) 法律、商業、組織地位或擁有權；
 - (乙) 組織和管理（例如主要管理人員、決策人員或技術人員）；
 - (丙) 聯繫地址和廠房地點；
 - (丁) 認證範圍；和
 - (戊) 管理系統和流程上的重大變化。

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 26 of 28

5.10 認證狀態不可轉讓。

5.11 獲證組織向他人提供認證文件（證書）複印件時，應當完整復印或按產品計劃和 TLAC 要求復印。此外，獲證組織在文件、小冊子或廣告等傳播媒體中提及其認證時，應符合 TLAC 的要求或產品計劃的規定。

6.0 認證標誌和認可標誌的引用

6.1 TLA 是任何已頒發的證書的最終擁有者。

6.2 組織應在其認證條款和範圍內使用認證標誌和認可標誌（如香港認可處認可標誌）。認證標誌和認可標誌（大小、尺寸和顏色）及其使用也應符合 TLAC 的要求，該要求會於證書頒發時一起提供予組織。

6.3 組織應確認收到本<認證服務條款及細則>、<認證標誌和認可標誌使用指引>和證書。

6.4 組織不得就其認證做出任何誤導性陳述。

6.5 最新版本的<認證標誌和認可標誌使用指引>可在 TLA 網站（<https://thelab.asia>）查閱。

7.0 暫停認證

7.1 當 TLAC 認為組織（客戶）違反產品計劃或任何本<認證服務條款及細則>時，TLAC 可以要求該組織停止使用認證標誌或立即根據相關產品計劃向該組織提出任何認證要求，直到問題得到解決。

8.0 責任和賠償

8.1 TLAC 將堅持以專業的態度和謹慎地提供認證服務，除非可明確證明 TLAC 存在疏忽，否則 TLA 不會對組織（客戶）的任何損失或損害索賠負責。

8.2 TLAC 不對任何組織或任何相關第三方承擔責任:- 對於任何損失，即業務損失、商譽損失、合同損失、收入損失、預期成本節約損失、聲譽損害以及組織可能遭受的第三方索賠造成的損害。

8.3 TLAC 和認證組織不得向 IAF 及其關聯機構（包括獲得許可的 IAF MLA 成員，例如 HKAS）提出任何損害索賠。

8.4 如有任何第三方基於以下兩個情況向 TLAC 提出控訴/ 索賠，有關的組織應賠償 TLAC 於其中的損失:

(甲) 該組織根據產品計劃獲得認證，但有違反本 <認證服務條款及細則>的行為;

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 27 of 28

(乙) 該組織製造、使用或銷售有 TLAC 認證標誌的產品，但被第三方根據與該組織的合同條款而向 TLAC 索賠。

9.0 投訴、申訴和爭議

9.1 投訴、申訴和爭議的處理程序載於 TLA 網站 (<https://thelab.asia>) 供參考，說明如下。

9.2 投訴

9.2.1 當 TLAC 收到有關其認證服務的投訴時，將通知 TLAC 總經理 (GM) 並登記投訴案例。TLAC 應在 7 天內確認投訴人收到投訴。TLAC 總經理或他/她的代表隨後將開始收集相關信息、研究和調查，以決定投訴個案是否合理。

注：TLAC 不得指派參與相關審核工作的人員參與調查，以保持客觀性。

9.2.2 如果案件成立，TLAC 總經理將要求組成“聽證會”，他/她將擔任聽證會的秘書。TLAC 應邀請管理委員會的三名成員舉行聽證會。參加聽證會的所有參與人均應聲明對投訴案件的公正性。在聽證會上，投訴人和 TLAC 總經理都有權進行保密陳述。聽證會結束後，聽證會主席將帶領他的團隊調查投訴的原因，並據此解決投訴。然後，主席應在聽證會後 14 天內向投訴人提供他們的調查結果的書面陳述，包括解決方法。

9.2.3 如 TLAC 結論該投訴是不當或不成立的，TLAC 將回覆投訴人此投訴不成立，並說明理由。

9.2.4 如果投訴是從其他相關方向 TLAC 的認證客戶提出的，TLAC 則可能會對客戶的管理體系和產品性能進行進一步檢查/評估，並且 TLAC 總經理將開始聯繫客戶並安排調查工作。TLAC 的總經理將在適當時安排向投訴人通報進展和結果。

9.3 上訴

9.3.1 客戶如對 TLAC 做出與認證或審核的結論有關的決定提出申訴，應在收到該決定後 14 日內書面通知 TLAC 總經理表達對該決定的申訴。

9.3.2 TLAC 將組成上訴小組。TLAC 總經理將擔任上訴小組的秘書，並邀請管理委員會的兩名成員加入小組。申訴小組的所有參與者均應聲明申訴案件的公正性和保密性。

9.3.3 TLAC 將在收到此類上訴通知後的 21 天內安排一次上訴小組會議，並且應至少提前 7 天通知上訴人召開此類會議的時間和地點。

注：TLAC 的原決定在上訴委員會會議召開之前仍然有效。

Document Name: TLAC TERMS AND CONDITIONS OF SERVICES 認證服務條款及細則	Document No.: CD-TC-001 & 002	Effective Date: 06/02/2023
	Revision No.: 0	Page 28 of 28

9.3.4 在上訴小組會議上，上訴人和 TLAC 的管理人員將有權進行保密陳述。由 TLAC 總經理宣布的上訴小組多數成員的決定為最終決定。然後，在上訴小組作出決定後 21 天內，TLAC 應向上訴人提供上訴結果的書面陳述，包括作出決定的原因。

9.4 爭議

9.4.1 對於客戶與 TLAC 之間任何未解決的爭議，TLAC 總經理應決定通過進一步的仲裁或根據適用的香港特別行政區法規，經由相應司法機構解決此類爭議。

注：如果就認可認證服務向 TLAC 提出的投訴、爭議或上訴在 60 天內未能得到圓滿解決，TLAC 總經理可能需要將此情況通知 HKAS。

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