

Certification Agreement concerning Licensing of Marking of JIS mark, etc.

Certification number:

Agreement number:

Division of certification and its name:

This agreement is for the certification in accordance with the provision of Clause 1 of Article 30 Clause 2 of Article 30 Clause 1 of Article 31 Clause 1 of Article 37 Clause 2 of Article 37 Clause 3 of Article 37 of the Industrial Standardization Law.

This agreement is made by and between the [Name of Licensee] (hereinafter referred to as “the LICENSEE”) and JIC Quality Assurance Ltd. (hereinafter referred to as “JICQA”) for implementation of the permission of usage Marking of JIS mark, etc., concerning the Industrial Products, etc. that JICQA has certified for the LICENSEE.

(Definition of Terms)

Article 1 The terms used in this Agreement shall be defined as follows:

(1) **Industrial and mineral Products** (hereinafter referred to as “PRODUCTS”)

The industrial and mineral products manufactured by the LICENSEE, industrial and mineral products processed by processing technologies of the LICENSEE, or industrial and mineral products sold by the LICENSEE, that are certified in accordance with this Certification Agreement.

(2) **Factory or business establishment** (hereinafter referred to as “FACTORY”)

General term for one or more FACTORIES where the PRODUCTS, which need to be audited for the quality control system concerning the certification, are manufactured or processed.

(3) **Initial Product Test**

Test which JICQA conducts to examine if the PRODUCTS of which the certification is applied for by the LICENSEE conform to the applicable Japanese Industrial Standard (hereinafter referred to as “JIS Standard”)

(4) **Initial Factory Audit**

Audit which JICQA conducts to confirm if the quality control system of the FACTORY, where the PRODUCTS of which the certification is applied for by the LICENSEE are manufactured or processed, conforms to the corresponding criteria.

(5) **Lot Certification**

Certification of specific number or quantity of the PRODUCTS that have been actually manufactured or processed in accordance with the applicable JIS Standard.

(6) **JIS Product Certificate** (hereinafter referred to as “CERTIFICATE”)

Document attesting that the PRODUCTS are certified, which JICQA issues to the LICENSEE.

(7) **JIS mark, etc.**

A general term for markings of the following 1) - 4), which is concretely stipulated in this Certification Agreement.

- 1) JIS mark [marking of the design stipulated in Clause 1, Clause 2 and Clause 3 of Article 1 of the Ministerial Ordinance Concerning Certification of Conformity with JIS Standards in accordance with the Industrial Standardization Law (hereinafter referred to as the “Ministerial Ordinance”, unless especially necessary)]
- 2) Number of applicable JIS Standard

- 3) Type or grade of applicable JIS Standard
- 4) Designation or abbreviation of JICQA

(8) Supplementary information

Information which supplements the items of marking of (7) and corresponds to the following

- 1) Marking matter specified in JIS Standard
- 2) Name, designation or abbreviation of the LICENSEE (abbreviation, symbol, certification number or registered trademark)
- 3) Designation or abbreviation of FACTORY (when the number of FACTORY is two or more, their identification markings)
- 4) For Lot Certification, identification number or symbol
- 5) Other items needed by JICQA

(9) Certification Maintenance Surveillance

Surveillance conducted by JICQA to judge if the Certification of the LICENSEE which JICQA is performing may be maintained or not, which consists of the Certification Maintenance Factory Audit corresponding to the Initial Factory Audit and the Certification Maintenance Product Test corresponding to the Initial Product Test.

(10) Criteria of Certification stipulated by the Nation

The following Criteria of Certification stipulated by the Nation, together with their revised criteria as amended:

- 1) Criteria in the following provisions of the Industrial Standardization Law
 - a) Clause 1, Clause 2 of Article 30, and Clause 1 of Article 31 (Marking)
 - b) Clause 3 of Article 30 and Clause 2 of Article 31 (Method of Audit concerning Certification)
 - c) Clause 2 of Article 45 (Criteria of Method of Certification service)
- 2) Criteria in the following provisions of the Ministerial Ordinance concerning Certification of Conformity with JIS Standards in accordance with the Industrial Standardization Law
 - a) Article 1 (Marking)
 - b) Article 2 (Criteria of Audit of Quality Control System)
 - c) Articles 9 to and 10 (Implementation time and Frequency of Audit concerning Certification)
 - d) Articles 11 to Articles 13 (Method of Audit concerning Certification)
 - e) Article 14 (Criteria of Announcement concerning Certification)
 - f) Articles 15 and 17 (Criteria of measures for illegal Marking, etc.)
 - g) Article 18 (Criteria concerning content of Certification Agreement)
 - h) Article 19 (Criteria of Notification to the LICENSEE)
 - i) Article 20 (Criteria of Confidentiality concerning Certification)
- 3) JIS Q 1001 Conformity Assessment - Conformity Assessment for Japanese Industrial Standards – General guidance on a Third-party Certification System for Products and these processing technology
JIS Q 1013 Conformity Assessment - Conformity Assessment for Japanese Industrial Standards – Guidance on a Third-party Certification System

(11) Criteria of Certification stipulated by JICQA

The Criteria of Method, etc. of Certification service stipulated by JICQA based on (10)

(12) Violation of other laws and regulations

Violation of, or conflict with laws for which the administrative sanctions, measures, etc. taken may adversely affect the application, the manufacturing/processing or quality control activities of the PRODUCTS for certification ; e.g., violation of the City Planning Law, Building Standards Law and River Law)

[Remark] Laws, such as the Foreign Exchange and Foreign Trade Law and Road Traffic Law, the violation of

which does not adversely affect the application, the manufacturing/processing or quality control activities of the PRODUCTS for certification, are excluded. Notwithstanding the foregoing, however, the requirements stipulated in the applicable JIS Standard (including referenced JIS Standard), Criteria of Certification stipulated by the Nation and Criteria of Certification stipulated by JICQA shall be included.

(13) Division of Certification

Division of the PRODUCTS for certification

(14) Range of Certification

Specified category, grade/ type, model, method/process/treatment, material/property, dimension, shape, state, etc. of the industrial and mineral products in the Division of Certification

(15) Certified PRODUCTS

PRODUCTS that have been certified by JICQA

(Relationship with Other Agreements)

Article 1-2 The LICENSEE and JICQA shall conclude the Supplemental Agreement, corresponding to this Certification Agreement separately, with the subtitle of "Control Outline Concerning Marking of JIS Mark, etc. and Supplementary Information". The LICENSEE and JICQA may also conclude agreements for change/alteration, addition, or complement of the contents of this Certification Agreement based on the results of evaluation stipulated in Articles 5, 6, 7 and 7-2 to be conducted by JICQA (each of the agreements is hereinafter collectively referred to as the "Individual Agreement," except when the specific individual agreement is designated, regardless of its form (supplemental agreement, accord or memorandum). This Certification Agreement, the corresponding Supplemental Agreement, the Individual Agreement and the specific individual agreement are collectively referred to as "these Certification Agreements."

2 If a stipulation of this Certification Agreement conflicts with a stipulation of the Individual Agreement or the specific individual agreement in the preceding Clause, the Individual Agreement or the specific individual agreement takes precedence over this Certification Agreement for the conflicted stipulation.

(Rights and Duties)

Article 2 The LICENSEE shall be licensed by JICQA to use marking of JIS mark, etc. and the supplementary information in the Range of Certification stipulated in these Certification Agreements and the CERTIFICATE, as long as the LICENSEE accepts any requests, claims, or demands made by JICQA to the LICENSEE in accordance with these Certification Agreements, performs any measures proposed by JICQA, or exercises its right properly. The CERTIFICATE remains effective provided that the LICENSEE's PRODUCTS are compliant with the applicable JIS Standard and these Certification Agreements, and that the quality control system of the LICENSEE's FACTORY meets the criteria of audit of quality control system under JIS Q 1001 Annex B. The ownership of the CERTIFICATE shall belong to JICQA.

2 The LICENSEE shall be always compliant with the Criteria of Certification stipulated by the Nation and the Criteria of Certification stipulated by JICQA respectively, and the provisions relevant to the JICQA's audit/surveillance, product test and certification procedures.

3 The LICENSEE shall ensure that the PRODUCTS are always compliant with the applicable JIS Standard and shall use the certification only for the purpose of showing that the PRODUCTS are certified.

4 The LICENSEE shall indicate or explain that the PRODUCTS are certified only in the Range of Certification and shall not use the Certification in a manner that brings it and JICQA into disrepute. The LICENSEE shall not

make an explanation or a statement which JICQA regards as misleading or out of the Range of Certification.

5 The LICENSEE shall not use, in a misleading manner, all or part of the Certificate, certification audit reports, documents to conduct the certification services and other relevant documents issued by JICQA.

6 In the event that JICQA has notified the LICENSEE of the request of suspension concerning the use of marking of JIS mark, or of the revocation of the Certification of the Certified PRODUCTS, the LICENSEE shall promptly discontinue the all advertisements and promotions that make reference to the Certification, and shall return the said CERTIFICATE to JICQA as requested by JICQA pursuant to Clause 5 of Article 17 or Clause 2 of Article 19.

7 The LICENSEE shall make all preparations and arrangements necessary for JICQA to conduct factory audits and product tests (hereinafter collectively referred to as "ASSESSMENT"; including participation of observers, trainees or audit monitors if requested by JICQA to the LICENSEE). The above-mentioned preparations and arrangements include the following activities for the purpose of JICQA's ASSESSMENT and handling complaints:

- (1) Investigation of or access to internal standards, quality records or measurement, test, or inspection records relevant when the conformity of the Certified PRODUCTS is evaluated by JICQA, in the manufacturing/processing processes of the LICENSEE's subcontractors providing relevant processes pertaining to the Certification with externally subcontracted or outsourced factories (hereinafter referred to as "SUBCONTRACTERS")
- (2) Access to all the places or applicable sections therein requested by JICQA. The accessed sites include the LICENSEE's FACTORY or internally subcontracted factories, the SUBCONTRACTERS's factories relevant to the Certification and factories of raw material suppliers.
- (3) Preparations for the investigation of related equipment and facilities and the interview of personnel, including personnel in factories and other sites to be accessed pursuant to the Item (2) above .

8 The LICENSEE shall not hinder a request for reporting made by JICQA to the LICENSEE to confirm that the LICENSEE's business operations being certified are performed properly, and access to applicable LICENSEE, SUBCONTRACTERS, factories of raw material suppliers in all the places or applicable sections therein requested by JICQA during working hours, in

principle, for the ASSESSMENT of PRODUCTS or their raw materials or their quality control system being certified (including relevant equipment, facilities and personnel). The cost incurred by JICQA regarding its access to a site for the ASSESSMENT shall be borne by the LICENSEE. The amount of cost shall be determined based on service hours, unit prices, and travel expenses set forth in the Fee Table separately determined by JICQA.

9 If access to any of applicable LICENSEE , SUBCONTRACTERS, factories of raw material suppliers in places or applicable sections therein requested by JICQA is needed for ASSESSMENT pursuant to preceding Clause and Clause 7 of Article 2, the LICENSEE shall conclude a legally effective agreement with SUBCONTRACTERS or factories of raw material suppliers to obtain a prior approval for access by JICQA.

10 The LICENSEE shall ensure that the PRODUCTS are manufactured or processed under the same conditions as those under which the PRODUCTS provided by the LICENSEE to confirm the conformance with the JIS-Standard were latest tested.

(Condition and Range of Licensing of Marking of JIS Mark, etc. and Supplementary information)

Article 3 The LICENSEE shall be licensed to use the marking of JIS mark, etc. and the supplementary information on the body, container, package or invoice, etc. of the PRODUCTS during the term of validation stipulated in Article 24, as long as it conforms to the requirements in the preceding Article.

2 The LICENSEE shall be responsible for use of marking of JIS mark, etc. and the supplementary information,

and the marking items of supplementary information, and the use shall be based on and in accordance with the Supplemental Agreement with the subtitle of "Control outline concerning marking of JIS mark, etc." If the LICENSEE intends to prove this Certification to a third-party through visual communication media (documents, leaflets or advertisements), the LICENSEE shall clearly distinguish the PRODUCTS from those not certified.

3 When the LICENSEE uses marking of JIS mark, etc. and the supplementary information for the PRODUCTS, the LICENSEE shall confirm that the PRODUCTS concerned conform to the JIS-Standard by testing performed by itself or other suitable methods.

4 When the LICENSEE uses marking of JIS mark, etc. for the PRODUCTS certified by JICQA, the LICENSEE record the quantity and time.

5 When the LICENSEE uses marking of JIS mark, etc. on printed matter other than the stipulated ones in Clause 1 of Article 3 or through visual communication media (documents, leaflets or advertisements) or on a signboard at FACTORY, the LICENSEE shall preliminary notify JICQA of the purpose and discuss the matter, and shall follow a decision by JICQA, separately made to permit or reject such marking from the perspective of information to be marked, marking methods, and places where the marking, etc. is used, in accordance with the Criteria of Certification stipulated. The LICENSEE shall not use marking of JIS mark, etc. without the permission of JICQA.

6 When the LICENSEE provides a copy or a photograph of the CERTIFICATE issued by JICQA (hereinafter referred to as the "COPY") with these Certification Agreements to third-parties, or includes them in printed matter, in visual communication media (documents, leaflets or advertisements) and others, if any, the LICENSEE shall preliminary notify JICQA of the purpose, discuss the methods for providing or including the COPY, and shall follow a decision by JICQA, separately made in accordance with the Criteria of Certification stipulated. The LICENSEE shall not use marking of JIS mark, etc. without the permission of JICQA.

7 If the COPY of the CERTIFICATE is provided or included pursuant to the preceding Clause, the LICENSEE shall record the number of the COPIES each time.

(Provision of Industrial and Mineral Products, etc. for Test)

Article 4 When requested by JICQA for the purpose of Certification or Certification Maintenance, the LICENSEE shall provide JICQA with industrial and mineral products for the test free of charge. JICQA shall bear no responsibility for any disassembly of or damage of the industrial and mineral products due to the test.

(Certification Maintenance Surveillance)

Article 5 JICQA shall conduct Certification Maintenance Surveillance for the PRODUCTS, and the FACTORY described in the LICENSEE's Certificate in accordance with these Certification Agreements. Periodic Certification Maintenance Surveillance shall be conducted at least once every three years, regardless of the implementation of Temporary Certification Maintenance Surveillance as stipulated in Clause 4 of this Article. The first Periodic Certification Maintenance Surveillance shall be conducted within three (3) years of the date of conclusion of this Certification Agreement. The second periodic Certification Maintenance Surveillance shall be conducted within three (3) years of the date of application for the previous Periodic Certification Maintenance Surveillance.

2 If the LICENSEE is not intended to maintain the Certification, the LICENSEE shall notify JICQA of that in writing by three (3) months before the deadline of the next Periodic Certification Maintenance Surveillance conducted by JICQA pursuant to Clause 1 of this Article.

3 JICQA shall announce the implementation schedule to the LICENSEE beforehand and conduct Certification Maintenance Surveillance. When JICQA determines, however, that such prior announcement impairs the purpose of Certification Maintenance Surveillance, JICQA may conduct Certification Maintenance Surveillance without the

prior announcement of the implementation schedule.

4 When any of the following is applicable, JICQA shall perform Temporary Certification Maintenance Surveillance on the LISENSEE.

- (1) The LISENSEE intends to alter/change or add the design or specifications of PRODUCTS certified by JICQA or alter/change the quality control system, except when JICQA judges that there is no possibility that the PRODUCTS concerned are caused to deviate from the relevant JIS Standard therefor.
- (2) JICQA judges that there is a possibility that the LISENSEE's PRODUCTS certified no longer conform to the JIS Standard concerned owing to the revision of applicable JIS Standard, or when JICQA judges that it is necessary to alter the quality control system of the LISENSEE.
- (3) The owner or representative of the LISENSEE, including the person who has been authorized in the LISENSEE for this Certification, is to be changed, except when JICQA judges that there is no possibility that the PRODUCTS concerned are caused to deviate from the relevant JIS Standard therefor.
- (4) JICQA receives the statement from the third-party of the purport that the LISENSEE's certified PRODUCTS do not conform to the applicable JIS Standard or the purport that the quality control system of the LISENSEE does not conform to the criteria of audit stipulated in Annex B of JIS Q 1001, and JICQA judges that there is a high probability with regard to the statement.
- (5) Besides (1) to (4), JICQA grasps the fact that the LISENSEE's certified PRODUCTS do not conform to the JIS Standard or the quality control system of the LISENSEE does not conform to the criteria of audit stipulated in Annex B of JIS Q 1001, or when JICQA finds that there is possibility of such nonconformity. (Including when JICQA finds the LISENSEE's incorrect references to the Range of Certification specified by JICQA, to the License of Certification, to the Certificate, to the use of Marking of JIS Mark, etc. or to the other matters for the Certification, being misleading.)
- (6) JICQA grasps the fact that the LISENSEE is subject to the administrative sanctions, measures, etc. taken due to the Violation of other laws and regulations, and judges that there is a possibility that such administrative sanctions, measures, etc. adversely affect the manufacturing/processing or quality control activities of the certified PRODUCTS.

5 The LISENSEE shall not reject the following activities for JICQA to achieve the purpose of Certification Maintenance Surveillance.

- (1) Investigation of or access to internal standards, quality records or measurement, test, or inspection records relevant when the conformity of the Certified PRODUCTS is evaluated by JICQA, in the manufacturing/processing processes of the SUBCONTRACTERS.
- (2) Access to all the places or applicable sections therein requested by JICQA. The accessed sites include the LISENSEE's FACTORY or internally subcontracted factories, the SUBCONTRACTERS's factories relevant to the Certification and factories of raw material suppliers.
- (3) Investigation of related equipment and facilities and the interview of personnel, including personnel in factories and other sites to be accessed pursuant to the Item (2) above.

If access to any of applicable LISENSEE, SUBCONTRACTERS, factories of raw material suppliers in places or applicable sections therein requested by JICQA is needed for ASSESSMENT pursuant to Items (1) - (3), the LISENSEE shall conclude a legally effective agreement with SUBCONTRACTERS or factories of raw material suppliers to obtain a prior approval for access by JICQA.

6 JICQA shall observe the safety rules for the employees of FACTORY, of a subcontracted factory, or of a factory of a raw material supplier when Certification Maintenance Surveillance is conducted.

7 JICQA shall decide whether the Certification is maintained or not, and shall notify the LISENSEE of the results

when JICQA conducts Certification Maintenance Surveillance.

8 The LICENSEE shall bear the cost of Certification Maintenance Surveillance.

(Action to be taken on Addition or Alteration of Division of Certification)

Article 6 The LICENSEE, when adding or altering the Division of Certification with regard to the PRODUCTS thereof and the FACTORY which are certified by JICQA, shall perform the procedure as follows.

- (1) The LICENSEE, when adding the Division of Certification of the PRODUCTS certified by JICQA, shall apply to JICQA for the addition of the Division of Certification in advance. Upon acceptance of the application for addition from the LICENSEE, JICQA shall conduct an Initial Factory Audit and Initial Product Test for the added Division without delay. When JICQA decided to conduct Certification, it shall notify the LICENSEE to that effect. When JICQA decided to conduct Certification, JICQA shall conclude or alter these Certification Agreements, and issue the Certificate, or correct the original Certificate to reflect the addition that has been made thereto or issue a new Certificate as a substitute for this.
- (2) The LICENSEE, when altering or changing or adding FACTORY, the LICENSEE shall apply to JICQA for the alteration or change or addition of that relevant FACTORY to JICQA in advance. Upon acceptance of the application from the LICENSEE, JICQA shall conduct an Initial Factory Audit and Initial Product Test for the altered or changed or added parts concerned without delay. When JICQA decided to conduct Certification, JICQA shall notify the LICENSEE to that effect. When JICQA decided to conduct Certification, JICQA shall alter these Certification Agreements, correct the original Certificate to reflect the alteration or change or addition that has been made thereto or issue a new Certificate as a substitute for this.
- (3) The LICENSEE, when altering or changing or adding the type or grade specified in the JIS Standard in the division of certification conducted by JICQA, shall apply to JICQA for the alteration or change or addition of the type or grade in advance. Upon acceptance of the application from the LICENSEE, JICQA shall conduct an Initial Factory Audit and Initial Product Test relevant to the altered or changed or added parts concerned without delay. When JICQA decided to conduct Certification, JICQA shall notify the LICENSEE to that effect. When JICQA decided to conduct Certification, JICQA shall alter these Certification Agreements, correct the original Certificate to reflect the alteration or change or addition that has been made thereto or issue a new Certificate as a substitute for this. When it is judged, however, to be appropriate, JICQA may omit a part of the Initial Factory Audit or the Initial Product Test.
- (4) The LICENSEE, when altering or changing or adding the PRODUCTS in the Division of Certification certified by JICQA, shall apply to JICQA for the alteration or change or addition of the PRODUCTS in advance. Upon acceptance of the application from the LICENSEE, JICQA shall conduct an Initial Factory Audit and Initial Product Test relevant to the altered or changed or added parts concerned without delay. When JICQA decided to conduct Certification, JICQA shall notify the LICENSEE to that effect. When JICQA decided to conduct Certification, JICQA shall alter these Certification Agreements, correct the original Certificate to reflect the alteration or change or addition that has been made thereto or issue a new Certificate as a substitute for this. When it is judged, however, to be appropriate, JICQA may omit a part of the Initial Factory Audit or the Initial Product Test.

(Action to be taken on Alteration of Criteria of Certification stipulated by the Nation, or of Criteria of Certification stipulated by JICQA)

Article 7 When the JIS Standard concerning the Certification of the LICENSEE is revised, JICQA shall promptly notify the LICENSEE of the purport. When it is judged that there is a possibility that the PRODUCTS of the

LICENSEE which are certified by JICQA no longer conform to the JIS Standard owing to the revision of the JIS Standard concerned or that it is necessary to alter the quality control system of the LICENSEE, JICQA shall notify the LICENSEE of the purport and simultaneously conduct the Temporary Certification Maintenance Surveillance to the LICENSEE.

2 When the Criteria of Certification stipulated by the Nation or the Criteria of Certification stipulated by JICQA is altered, JICQA shall promptly notify the LICENSEE of the purport when it is judged that there is a possibility that the PRODUCTS of the LICENSEE which are certified by JICQA no longer conform to the JIS Standard owing to the alteration concerned or that it is necessary to alter the quality control system of the LICENSEE, and simultaneously conduct the Temporary Certification Maintenance Surveillance to the LICENSEE.

3 JICQA, when altering the Criteria of Certification stipulated by JICQA or its Certification Requirements, shall announce the alteration on the web page thereof for an adequate period of time. Upon receipt of an inquiry about the announcement from a stakeholder, JICQA shall respond to the inquiry in writing, by e-mail or by another appropriate method.

4 JICQA, at the final and accurate decision of the alteration contents of the Criteria of Certification stipulated by JICQA or its Certification Requirements, as well as of the effective date, shall take the opinion of stakeholders on the prior announcement stipulated in the preceding Clause into account.

5 JICQA shall, after the decision and announcement of the alteration of the Criteria of Certification stipulated by JICQA or its Certification Requirements, and when it is judged that there is a possibility that the PRODUCTS of the LICENSEE which are certified by JICQA no longer conform to the JIS Standard owing to the alteration concerned or that it is necessary to alter the quality control system of the LICENSEE, notify the LICENSEE of the purport and conduct Temporary Certification Maintenance Surveillance to confirm that the LICENSEE has taken the necessary action during a period deemed rational for the alteration.

(Submission of Information necessary for ASSESSMENT of Addition or Alteration of Division of Certification, and for Certification Maintenance Surveillance)

Article 7-2 The LICENSEE, when making an application pursuant to any of Item (1) to (4) of Clause 1 of Article 6, or making an alteration or addition pursuant to Clause 1 of Article 6 or Clause 2 of Article 6 or Item (1) of Clause 4 of Article 5, shall submit a prior notification to JICQA in accordance with the Certification Requirements separately established by JICQA (in principle, two or more months before the implementation of application, alteration or addition) and Document describing the Quality Control Implementation Condition.

In this case, the LICENSEE shall include the following information needed by JICQA to accept the application, alteration or addition made by the LICENSEE (hereinafter collectively referred to as “New Application”) in the notification by providing it in the notification or attaching it thereto.

- (1) Name of a newly applied raw material or product or process, JIS number, type or grade, shape by type or grade
- (2) Designation and address of FACTORY, subcontracted factory or factory of a raw material supplier for which a New Application is made
- (3) Processes performed by FACTORY or subcontracted factory for which a New Application is made
- (4) The relevant site and designation of a test when a product test is requested at a test site within the LICENSEE other than the FACTORY representing the Certification, or at a test site within a corporation different from the LICENSEE, in a New Application
- (5) The JIS Standard’s stipulation concerned and the number of Agreements between Supplier and Purchaser (for each JIS Standard) concluded, when a New Application includes JIS Standard’s stipulation for the

Agreements thereof

- (6) Information other than that specified in (1) to (5) and deemed necessary by JICQA

(Announcement, etc. of Certification)

Article 8 JICQA, upon the certification of the PRODUCTS, shall make the following matters be not only provided for public reading during working hours at offices of JICQA but also provided for announcing by using the website of JICQA without delay. In addition, the term of announcement shall continue until this Certification Agreement terminates (in the case of the Lot Certification of actually manufactured or processed, for one year since the date of conclusion of this Certification Agreement).

- (1) Date of conclusion and certification number of this Certification Agreement
- (2) Name or designation, and address of the LICENSEE
- (3) Number of the JIS Standard concerning certification, type or grade of the JIS Standard (when the type or grade is specified in the JIS Standard)
- (4) Designation of the PRODUCTS thereof
- (5) Division of Certification (omissible when the same as JIS Standard or type or grade of the JIS Standard)
- (6) Designation and address of the FACTORY concerning certification (excluding the case of the Lot Certification of the PRODUCTS actually manufactured or processed, and the case of the Initial Product Test for total PRODUCTS)
- (7) Matters to mark and supplementary information, and their marking method with regard to the certified PRODUCTS
- (8) Number or quantity of the PRODUCTS actually manufactured or processed, and the identification number or symbol of the Lot attached to the PRODUCTS concerned or the packages, containers, or invoices, and marking method (applied to the Certification of Lot actually manufactured or processed)
- (9) Basis provision of the Law concerning Certification (Certification in accordance with Clause 1 or Clause 2 of Article 30, Clause 1 of Article 31 or Clause 1, Clause 2 or Clause 3 of Article 37 of the Industrial Standardization Law)

2 JICQA, when revoking all or a part of the Certification concerning the PRODUCTS thereof of the LICENSEE, shall promptly make the following matters be not only provided for public reading during working hours at offices of JICQA but also provided for announcing by using the website of JICQA. In addition, the term of announcement shall be for one year since the date of revocation of the Certification concerned.

- (1) Date of revocation, certification number
- (2) Name or designation, and address of the LICENSEE concerning revoked Certification
- (3) Number of the JIS Standard, type or grade of the JIS Standard (when the type or grade is specified in the JIS Standard concerned) concerning revoked Certification
- (4) Designation of the PRODUCTS thereof concerning revoked Certification
- (5) Division of revoked Certification (omissible when the same as the JIS Standard or type or grade of the JIS Standard)
- (6) Designation and address of the FACTORY concerning revoked Certification (excluding the case of the Lot Certification of the PRODUCTS actually manufactured or processed, and the case of the Initial Product Test for total PRODUCTS)
- (7) Matters to mark and supplementary information, and their marking method with regard to the PRODUCTS thereof concerning revoked Certification
- (8) Number or quantity of the PRODUCTS actually manufactured or processed concerning revoked certification,

and the identification number or symbol of the Lot attached to the PRODUCTS concerned or their packages, containers, or invoices, and marking method (applied to the Certification of Lot actually manufactured or processed)

(9) Basis provision of the Law concerning revoked Certification (Certification in accordance with Clause 1 or Clause 2 of Article ~~19~~30, Clause 1 of Article ~~20~~31 or Clause 1, Clause 2 or Cause 3 of Article ~~23~~37 of the Industrial Standardization Law)

(10) Reason of revocation

3 JICQA, when this Certification Agreement concerning the PRODUCTS thereof of the LICENSEE terminates, shall make the following matters be not only provided for public reading during working hours at offices of JICQA but also provided for announcing by using the website of JICQA without delay. In addition, the term of announcement shall be for one year since the date of termination of the Certification Agreement.

- (1) Date of termination of this Certification Agreement, and certification number
- (2) Name or designation, and address of the LICENSEE concerning terminated Certification Agreement
- (3) Number of the JIS Standard, and type or grade of the JIS Standard (when the type or grade is specified in the JIS Standard concerned) concerning terminated Certification Agreement
- (4) Designation of the PRODUCTS thereof concerning terminated Certification Agreement
- (5) Division of certification concerning terminated Certification Agreement (omissible when the same as the JIS Standard or type or grade of the JIS Standard)
- (6) Designation and address of the FACTORY concerning terminated Certification Agreement
- (7) Matters to mark and supplementary information, and their marking method with regard to the PRODUCTS thereof concerning terminated Certification Agreement
- (8) Basis provision of the Law concerning terminated Certification Agreement (Certification in accordance with Clause 1 or Clause 2 of Article ~~19~~30, Clause 1 of Article ~~20~~30 or Clause 1, Clause 2 or Cause 3 of Article ~~23~~37 of the Industrial Standardization Law)

(Damage in the Course of Audit, etc.)

Article 9 JICQA shall bear no responsibility for any damage caused to the LICENSEE in the course of audit, etc. under the Certification Maintenance Surveillance or Article 6 (Action on Addition or Alteration of Division of Certification) or Article 7 (Action on Alteration of Criteria of Certification stipulated by the Nation, or of Criteria of Certification stipulated by JICQA), except when there is any willful act or negligence caused by JICQA.

(Outsourcing or consignment of Certification Service to Subcontractor, etc.)

Article 10 JICQA may outsource or consign a part of its service for Certification of PRODUCTS (e.g., product test, etc.) to any subcontractor or third party, with the approval of the LICENSEE in advance.

(Succession)

Article 11 The LICENSEE may assign the whole of its business relative to the Certification performed by JICQA to any third party, or if there is any succession, amalgamation or partition (only in the case of succession of the total business) on the part of the LICENSEE, it may cause the subsequent entity to succeed to the full Certification, subject to prior written consent by JICQA. Upon implementation of such succession of business with the Certification concerned, the LICENSEE shall promptly report such fact to JICQA.

(Settlement of Complaints)

Article 12 In the event that the LICENSEE receives any statement of complaint from a third party or that any dispute arises between the LICENSEE and any third party with respect to the Certified PRODUCTS, the LICENSEE shall settle such complain or dispute at its own responsibility and at its expense. In addition, JICQA and the LICENSEE agree to the following stipulations with respect to the settlement of complaints, etc., concerning the Certified PRODUCTS:

- (1) The LICENSEE shall be responsible for the settlement of complaints from users, consumers, etc., in relation to the performance, quality and/or security of the Certified PRODUCTS.
- (2) Upon settlement of the complaints as mentioned in (1) above, the LICENSEE shall record an outline of such complaints and measures taken for solution, and if the matter is deemed to be significant (the complaints, etc. which would raise doubts concerning the conformity with the JIS Standards etc.), the LICENSEE shall promptly report such information to JICQA.

2 In the case of preceding Clause, if JICQA bears damages and such to a third party, the LICENSEE shall compensate JICQA for the amount of such damages immediately upon its receipt of a claim for such compensation from JICQA.

3 Upon request from the LICENSEE, JICQA shall cooperate with the LICENSEE with respect to any complain from a third party or any problem, etc. concerning a dispute as mentioned in Clause 1 of this Article, in order to ensure confirmation of the conformity of the Certified PRODUCTS to the relevant JIS Standard and conformity of the LICENSEE's quality control system as its FACTORY to the Criteria of Audit of Quality Control System stipulated in Annex B of JIS Q 1001, and in order to investigate the cause of such problem, etc., and in order to effectively implement corrective and preventive actions.

(Recording Complaints, etc.)

Article 12-2 The LICENSEE shall record all complaints made known to it relating to its conformity with Criteria of Certification stipulated by the Nation, Criteria of Certification stipulated by JICQA, Violation of other laws and regulations and rights and duties stipulated in these Certification Agreements, including actions taken or claims or requests made by JICQA, and shall make the records available to JICQA upon request therefrom. In this case, the LICENSEE shall perform the following:

- (1) The LICENSEE, for the above-mentioned complaints and any deficiencies found in PRODUCTS that affect the conformity with the requirements of the Certification granted by JICQA, shall identify the cause of the complaint or defect, and shall take appropriate actions, including corrective and preventive ones.
- (2) The actions taken shall be documented.

(Confidentiality)

Article 13 JICQA shall use the information of the LICENSEE made known to it relating to its Certification of the LICENSEE, including information obtained from a third party other than the LICENSEE, such as complaining person or administrative authorities, and all the information concerning Certified PRODUCTS of the LICENSEE and their manufacturing and processing only for Certification work, and shall not disclose it to a third party without written approval from the LICENSEE or reasons justifiable by related laws and regulations, unless its disclosure is necessary for securing public safety in connection with Clause 3 of Article 19-2. This is not applicable to information already in the public domain at the time of concluding this Certification Agreement, or to information that is disclosed by the LICENSEE or that becomes known through no willful act or negligence of JICQA.

2 If JICQA is requested to disclose information to a third party in accordance with related laws and regulations under the preceding Clause, JICQA shall preliminarily notify the LICENSEE of the information to be disclosed

unless such preliminary notification is prohibited by laws and regulations.

(Action taken for Misuse of JIS Mark)

Article 14 JICQA shall, if any of the following applies to the LICENSEE after Certification by JICQA, request the LICENSEE to take corrective and preventive action of the matter concerned: JICQA may decide and designate a deadline for the action, and extend it if necessary.

- (1) The LICENSEE attaches the marking of JIS mark, etc. or a marking confusable therewith to the PRODUCTS other than those certified by JICQA, or to the packages, containers, invoices, printed matter or other visual communication media (documents, leaflets or advertisements) thereof.
- (2) The LICENSEE uses the marking of JIS mark, etc. or a marking confusable therewith for the advertisement of the PRODUCTS other than those certified by JICQA in a way that easily leads to the misunderstanding that the Certification of the PRODUCTS concerned is granted.
- (3) The advertisement concerning the LICENSEE has the content which may cause the misunderstanding of the third party with regard to the Certification of JICQA.

2 If the report of the purport that the LICENSEE has accomplished the action by the deadline (including the case of extension) is not submitted by the LICENSEE to JICQA, JICQA shall take the necessary action in accordance with (3) of Clause 1 of Article 16.

(Corrective and Preventive Action)

Article 15 When the quality control system of the FACTORY of the LICENSEE does not conform to the Criteria of Audit of Quality Control System stipulated in Annex B of JIS Q 1001 or Criteria of Certification stipulated by JICQA, JICQA shall request the LICENSEE to take corrective and preventive action on the nonconformity concerned: JICQA may decide and designate a deadline for the action, and extend it if necessary.

2 If the report of the purport that the LICENSEE has accomplished the action by the deadline (including the case of extension) is not submitted by the LICENSEE to JICQA, JICQA shall take the necessary action in accordance with (3) of Clause 1 of Article 16.

(Action to be taken when Certified PRODUCTS do not conform to the JIS Standard)

Article 16 JICQA shall, in any of the following cases (1) to (3), revoke the Certification or promptly request the LICENSEE to suspend the use of the marking of JIS mark, etc. (including any marking confusable with this), and to halt delivery of the PRODUCTS which bear the marking of JIS mark, etc. (including any marking confusable with this) that the LICENSEE keeps but do not conform to the applicable JIS Standard.

- (1) When the LICENSEE's PRODUCTS certified by JICQA do not conform to the JIS Standard.
- (2) When the quality control system of the LICENSEE does not conform to the Criteria of Audit of Quality Control System stipulated in Annex B of JIS Q 1001 or Criteria of Certification stipulated by JICQA, and the contents of the said nonconformity is so critical that it may result in nonconformity to the relevant JIS Standard, or when other major nonconformities are found.
- (3) When the LICENSEE does not take requested action appropriately or promptly to the request made by JICQA pursuant to Article 14 or 15 or this Article.

(Action concerning Suspension of the Use of Marking of JIS mark, etc.)

Article 17 JICQA shall, when it shall make any request pursuant to the preceding Article, notify the LICENSEE of the items listed in (1) to (5) below in writing:

- (1) The range of the FACTORY and the Certified PRODUCTS to be subject to the request
- (2) The purport that the use of the Marking of JIS mark, etc. (including any marking confusable with this) on the body, container, package, invoice or printed promotional materials (documents, leaflets, name cards and advertisements), or display through other visual communication media for the Certified PRODUCTS shall be suspended during the period from the date of the request until the date of cancellation thereof.
- (3) The purport that the PRODUCTS which use the Marking of JIS mark, etc. for which the LICENSEE has acquired a license from JICQA (including any marking confusable with this), but do not conform to the relevant JIS Standard shall not be delivered.
- (4) Term of validity of the request
- (5) The purport that the LICENSEE shall correct the cause of nonconformity of the Certified PRODUCTS to the relevant JIS Standards or to correct the LICENSEE's quality control system to conform to the Criteria of Audit of Quality Control System stipulated in Annex B of JIS Q 1001, and to take necessary preventive action, within the term of validity of the request.

When making a notification of this, JICQA shall, to communicate with the LICENSEE, assign the audit team leader of the current Certification ASSESSMENT or a person being competent in his/her knowledge and understanding of all aspects of the handling of suspended Certification.

In order to ensure that it provides no indication that the PRODUCTS continue to be certified, JICQA shall make all necessary modifications to the reports made to the Competent Minister in accordance with these Certification Agreements and with Clause 1 or Clause 2 or Clause 3 of Article 22 of the Ministerial Ordinance, and to the contents made public concerning the range of the Certification based on Clause 1 of Article 8 of this Certification Agreement, and shall correct the Certificate returned from the LICENSEE pursuant to Clause 5 of this Article, to issue the relevant corrected CERTIFICATE to the LICENSEE.

2 JICQA may extend the term of validity of the request specified in (4) of Clause 1 of this Article, if judged as appropriate.

3 JICQA shall, when confirming that the action in (5) of Clause 1 of this Article is taken, notify the LICENSEE of its intention to withdraw the request being made pursuant to the preceding Article without delay. To ensure that all appropriate indications exist that the PRODUCTS continue to be certified, JICQA shall make all necessary modifications to the reports made to the Competent Minister in accordance with these Certification Agreements and with Clause 1 or Clause 2 of Article 22 of the Ministerial Ordinance, and to the contents made public concerning the range of the Certification based on Clause 1 of Article 8 of this Certification Agreement, and shall re-correct the Certificate once corrected and issued to the LICENSEE pursuant to Clause 1 of this Article, to re-issue the relevant corrected CERTIFICATE to the LICENSEE.

4 JICQA shall revoke the Certification of the LICENSEE when the LICENSEE fails to take such action as described in (5) of Clause 1 of this Article.

5 In the event that JICQA makes request to the LICENSEE for suspension of the use of the Marking of JIS mark, etc., or for return of the issued CERTIFICATE for its re-correction in accordance with the stipulation of Clause 3 of this Article, the LICENSEE shall return the said CERTIFICATE to JICQA in response to the request.

(Revocation of Certification)

Article 18 If any of the following is applicable, JICQA shall revoke all the Certifications of Certified PRODUCTS of the LICENSEE.

- (1) If the LICENSEE refuses, interferes with, or recuses itself from the Certification Maintenance Surveillance to be conducted by JICQA.

- (2) If, within the term of validity of the request, notwithstanding JICQA's request under Article 16, the LICENSEE uses the Marking of JIS mark, etc.(including any marking confusable therewith), on the body, container, package or invoice thereof for its Certified PRODUCTS by JICQA.
 - (3) If, within the term of validity of the request, notwithstanding JICQA's request under Article 16, the LICENSEE delivers the PRODUCTS that use the Marking of JIS mark, etc. for which the LICENSEE has acquired a license from JICQA(including any marking confusable therewith), but do not conform to the relevant JIS Standard.
- 2 Besides the revocation of the Certification in accordance with the preceding Clause and pursuant to Article 16, JICQA may revoke the Certification for Certified PRODUCTS concerning about the LICENSEE if any of the following is applicable:
- (1) If the LICENSEE is found to make a false statement or description in a document submitted or presented to JICQA upon application for Certification, in Initial Factory Audit or Initial Product Test, in Certification Maintenance Surveillance pursuant to Article 5, in ASSESSMENTS for the addition of the Division of Certification pursuant to Article 6, and in any process following the application.
 - (2) If the LICENSEE fails to pay the service charges, fees or expenses specified in Article 23 or any debt to JICQA by a payment deadline designated by JICQA and fails to rectify the situation after a formal demand designating a new deadline.
 - (3) If the LICENSEE infringes on these Certification Agreements
- 3 In case of the Violation of other laws or regulations by the LICENSEE, JICQA may revoke Certification.

(Action concerning the Revocation of Certification)

Article 19 In case of the revocation of the Certification of the LICENSEE, JICQA shall request the LICENSEE to remove or delete the Marking of JIS mark, etc.(including any marking confusable therewith) marked to the body, container, package, invoice or printed promotional materials (documents, leaflets, name cards and advertisements), or displayed by other visual communication media.

2 In case of the revocation of the Certification of the LICENSEE, JICQA shall request the LICENSEE to return the CERTIFICATE, and the LICENSEE shall return the said CERTIFICATE to JICQA in response to the request.

(Action in the event of Non-Conformity of the PRODUCTS)

Article 19-2 The LICENSEE shall, irrespective of any suggestion or request by JICQA, immediately take appropriate action such as adjustment, recall, or discontinuance of the use of the Marking of JIS mark, etc., for Certified PRODUCTS at its own responsibility, if any of the following is applicable:

- (1) When the use of the Marking of JIS mark, etc. is in breach of any provision of this Agreement.
 - (2) When any revelation is made in the marketplace, etc. that the Certified PRODUCTS fail to conform to the relevant JIS Standards.
 - (3) When any non-conformity to the relevant JIS Standards is identified with respect to the Certified PRODUCTS that use the Marking of JIS mark, etc.
- 2 In the event of the situation applicable to any of (1) to (3) of the preceding Clause, the LICENSEE shall immediately inform JICQA of the details thereof and the details of response measures to be taken in accordance with the preceding Article.
- 3 In the event of the situation applicable to any of (1) to (3) of Clause 1 of this Article, JICQA, after consultation with the LICENSEE, may announce to the public the details of non-conformity of such Certified PRODUCTS.

(Objection of the LICENSEE to JICQA)

Article 20 The LICENSEE shall be entitled to submit an objection to the actions taken by JICQA for the LICENSEE pursuant to Articles 6, Clause 2 of Article 14, Clause 2 of Article 15, Article 16, Clause 1 and Clause 4 of Article 17, Article 18, Article 19 and Article 19-2.

2 JICQA shall, in case of the revocation of the Certification of the LICENSEE in accordance with Clause 4 of Article 17 or Article 18, notify the LICENSEE in writing of the date of revocation of the relevant Certification and a statement that the LICENSEE is entitled to submit an objection to JICQA.

3 Upon acceptance of an objection from the LICENSEE pursuant to Clause 1 of this Article, JICQA shall take the objection into account whether the revocation is conducted or not, and notify the LICENSEE of the conclusion in writing thereof.

(Other Notification Duties of the LICENSEE to JICQA)

Article 21 In addition to the duties otherwise stipulated in the relevant Articles in these Certification Agreements, the LICENSEE shall promptly submit a prior notification to JICQA, two months or more prior to the relevant implementation date scheduled in principle, if any of the following (1) to (7) is applicable. If any of the following (8) to (10) is applicable, the LICENSEE shall notify JICQA to that effect without delay.

- (1) When the name or designation of the LICENSEE, the owner or representative director thereof, including a person who is authorized in the LICENSEE therefor, or the form of the corporation or company is changed.
- (2) When the designation or address of the FACTORY relative to the Certified PRODUCTS is changed.
- (3) When the LICENSEE is going to relocate, suspend, or abolish all or part of the FACTORY.
- (4) When the LICENSEE is going to alter or change its quality control system concerning the Certification (including the content of Document describing the Quality Control Implementation Condition and the provisions of “Control Outline Concerning Marking of JIS Mark, etc. and Supplementary Information” stipulated in the Supplemental Agreement of this Certification Agreement).
- (5) When the LICENSEE is going to alter, change or add the specifications of the PRODUCTS concerning the Certification
- (6) When the LICENSEE is going to implement the “Changes to JIS Certification” disclosed on the web page of JICQA, including alteration or change to the quality control system stipulated in (4) of this Clause.
- (7) When the LICENSEE is going to implement any of 1) or 2) shown below concerning its Certification and Registration of Quality Management System, in case its Certification is based on the Criteria of audit (B) stipulated in the Criteria of audit of quality control system in JIS Q 1001 Annex B.
 - 1) Alteration or change of the range of activities based on the registered Certification and Registration of Quality Management System
 - 2) Change of its status or a significant change to a process, in the registered Certification and Registration of Quality Management System
- (8) When the LICENSEE is subject to administrative action for its “Violation of other laws and regulations.”
- (9) When the LICENSEE is subject to corrective guidance of administrative authorities for its “Violation of other laws and regulations.”
- (10) When the LICENSEE is aware of its infringement of “Violation of other laws and regulations.”

(Other Notification Duties of JICQA to the LICENSEE)

Article 22 In addition to the duties otherwise stipulated in the relevant Articles in these Certification Agreements, JICQA shall report, if any of the following (1) to (7) is applicable, to the LICENSEE at the respective specified

times:

- (1) When JICQA transfers its total business to any third party - by the date of such transfer
- (2) When JICQA intends to move its office to another location - by the date of such relocation
- (3) When JICQA intends to discontinue or terminate all or part of its Certification service - at least 6 months before such intended discontinuance or termination as intended
- (4) When JICQA is subject to an order for revocation of registration under Clause 1 of Article 52 of the Industrial Standardization Law or for suspension of all or part of its Certification service - immediately
- (5) When JICQA receives a notice of hearing as stipulated in Clause 1 of Article 52 of the Industrial Standardization Law - immediately
- (6) When the JIS Standards applying to the Certified PRODUCTS, etc. are revised - immediately
- (7) When the criteria of audit of quality control system stipulated in Article 2 of the Ministerial Ordinance applying to the Certification by JICQA or in the Criteria of audit of quality control system in JIS Q 1001 Annex B - immediately

(Costs for Certification)

Article 23 The LICENSEE shall pay fees and costs separately defined in accordance with the certification conducted by JICQA and billed to the LICENSEE and its debt to JICQA by a payment deadline designated by JICQA. The paid fees and costs, including consumption tax, shall not be returned unless they are mistakenly paid.

- (1) Application fee
- (2) Initial Factory Audit fee
(Including travel and accommodation expenses, etc.)
- (3) Initial Product Test fee
(Including travel and accommodation expenses, etc.)
- (4) Certification fee (issue of CERTIFICATE)
- (5) Certification Maintenance Factory Audit fee
(Including travel and accommodation expenses, etc.)
- (6) Certification Maintenance Product Test fee
(Including travel and accommodation expenses, etc.)
- (7) Factory audit fee involved in temporary Certification Maintenance Surveillance
(Including travel and accommodation expenses, etc.)
- (8) Product test fee involved in temporary Certification Maintenance Surveillance
(Including travel and accommodation expenses, etc.)
- (9) Certification maintenance fee (cost for management or survey of the usage condition of the JIS mark, etc.)
- (10) Other fees and costs as otherwise defined by JICQA

(Term of Validity of Certification Agreement)

Article 24 These Certification Agreements shall be effective from the date of conclusion of this Certification Agreement and remain effective as long as JICQA performs Certification of the LICENSEE unless its Certification is revoked pursuant to Article 16, Clause 4 of Article 17 or Article 18 of this Certification Agreement, or these Certification Agreements are terminated pursuant to Article 25 or Article 26.

2 Notwithstanding the preceding Clause, Article 23 of this Certification Agreement (Costs for Certification) shall survive the expiration or termination of these Certification Agreements until the completion of the payment of the fees, costs and debt set forth therein.

3 If JICQA and the LICENSEE agree to revise these Certification Agreements, both the Parties hereto continue these Certification Agreements under the revised conditions for the following period.

(Termination of Certification Agreement)

Article 25 When the LICENSEE submits a notice of intention to cancel these Certification Agreements in writing to JICQA and JICQA receives such notice, these Certification Agreements will be terminated thirty (30) days after the date of receipt of the written notice by JICQA.

2 If any of the following is applicable to the LICENSEE, JICQA may terminate these Certification Agreements.

- (1) When JICQA revokes the Certification of the LICENSEE pursuant to Article 16, Clause 1 of Article 17 or Article 18 of this Certification Agreement.
- (2) When the LICENSEE performs any action or behavior that significantly tarnishes the confidential relationship with JICQA.
- (3) When the LICENSEE receives or files a petition for suspension of payment, bankruptcy, special liquidation, civil rehabilitation or corporate reorganization.

3 If the LICENSEE or JICQA terminates these Certification Agreements for any of the reasons stipulated in Clause 1 of Article 25 or stipulated in the preceding Clause or Clause 1 of this Article, the LICENSEE shall immediately discontinue the licensed use of the Marking of JIS mark, etc., of the CERTIFICATE thereof, of the materials such as package, container or invoice thereof, advertising and printed promotional materials, and other visual communication media (documents, leaflets, name cards and advertisements, etc.) for the Certified RODUCTS which make reference to the contents of the Certification, shall report the purport of their discontinuance to JICQA thereafter, and shall return the CERTIFICATE in response to a request of JICQA.

In addition, the LICENSEE shall report to JICQA intended method of disposing of identification plates bearing the Marking of JIS mark, etc. authorized by JICQA and any metal mold used for such Marking of JIS mark, etc. In this case, JICQA may at its discretion verify such disposal at the place where such items are normally kept.

4 In the event that this Certification Agreement is terminated, Individual Agreement shall be automatically terminated, except for the case stipulated in Clause 3 of the precedent Article.

(Termination of these Certification Agreements by an event of Force majeure)

Article 26 If a natural disaster or force majeure precludes the performance of Certification by JICQA, these Certification Agreements shall terminate naturally.

(Agreed Jurisdiction)

Article 27 Any dispute arising out of or in connection with these Certification Agreements shall be brought to Tokyo Summary Court or District Court, which is the exclusive agreement jurisdictional court of the first instance.

(Matters Not Provided Herein)

Article 28 Matters not stipulated in these Certification Agreements and matters of doubt arising in the interpretation or application of these Certification Agreements shall be settled through a mutual consultation in good faith between the LICENSEE and JICQA in accordance with Japanese laws and regulations and customs.

(Other)

Article 29 The provisions of the rules of JICQA shall be applied to the implementation of these Certification Agreements, as appropriate.

IN WITNESS WHEREOF, both the Parties hereto have executed this Certification Agreement in duplicate by placing signatures of their authorized representatives, and each Party shall keep one copy of the originals.

YYMMDD

JICQA Sumitomo Irifune Building, 2-1-1, Irifune, Chuo-ku, Tokyo
JIC Quality Assurance Ltd.
President or Executive Director Adviser XXXX

LICENSEE